QUEENSLAND LAND REGISTRY
Body Corporate and Community Management Act 1997

~~FIRST~~/NEW COMMUNITY MANAGEMENT STATEMENT

12811

This statement incorporates and must include the following:

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

CONSENT BY THE BODY CORPORATE
Office use only
CMS LABEL NUMBER

1. Name of community titles scheme

The Spanish Villa Community Titles Scheme 12811

2. Regulation module

Standard Module

3. Name of body corporate

Body Corporate for The Spanish Villa Community Titles Scheme 12811

4. Scheme land

Lot on Plan Description	County	Parish	Title Reference
Common Property of The Spanish Villa Community Titles Scheme 12811			
Lots 1-15 (inclusive) in BUP 2323	Bribie	Canning	19202323

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 ~~54(4)~~ s 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

10/11/06

*Execution

*Original owner to execute for a first community management statement
*Body corporate to execute for a new community management statement

Privacy Statement

The information from this form is collected under the authority of the Body Corporate and Community Management Act 1997 and is used for the purpose of maintaining the publicly searchable registers in the land registry.

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 1 in BUP 2323	1	1
Lot 2 in BUP 2323	1	1
Lot 3 in BUP 2323	1	1
Lot 4 in BUP 2323	1	1
Lot 5 in BUP 2323	1	1
Lot 6 in BUP 2323	1	1
Lot 7 in BUP 2323	1	1
Lot 8 in BUP 2323	1	1
Lot 9 in BUP 2323	1	1
Lot 10 in BUP 2323	1	1
Lot 11 in BUP 2323	1	1
Lot 12 in BUP 2323	1	1
Lot 13 in BUP 2323	1	1
Lot 14 in BUP 2323	1	1
Lot 15 in BUP 2323	1	1
TOTALS	15	15

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

Not applicable.

SCHEDULE C BY-LAWS

1. NOISE

The Occupier of a Lot must not create noise likely to interfere with the peaceful enjoyment of a person lawfully on another Lot or the Common Property.

2. VEHICLES

(1) The Occupier of a Lot must not:-

(a) Park a vehicle, or allow a vehicle to stand, in a regulated parking area; or

(b) without the approval the Body Corporate , park a vehicle, or allow a vehicle to stand, on any other part of the Common Property; or; or

(c) permit an invitee to park a vehicle, or allow a vehicle to stand, on the Common Property, other than in a regulated parking area.

(2) An approval under subsection (1)(b) must state the period for which it is given.

(3) The Body Corporate may cancel the approval by giving 7 days written notice to the Occupier.

(4) In this section –

Regulated parking area means an area of scheme land designated as being available for use, by invitees of Occupiers of Lots included in the Scheme, for parking vehicles.

3. OBSTRUCTION

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

4. DAMAGE TO LAWNS ETC ON COMMON PROPERTY

(1) The Occupier of a Lot must not, without the Body Corporate's written approval -

(a) damage a lawn, garden, tree, shrub, plant or flower on the Common Property; or

(b) use a part of the Common Property as a garden.

(2) An approval under subsection (1) must state the period for which it is given.

(3) However, the Body Corporate may cancel the approval by giving 7 days written notice to the Occupier.

5. DAMAGE TO COMMON PROPERTY

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

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

(3) The Owner of a Lot must keep a device installed under subsection (2) in good order and repair.

6. BEHAVIOUR OF INVITEES

An Occupier of a Lot must take reasonable steps to ensure that the Occupier's Invitees do not behave in a way likely to interfere with the peaceful enjoyment of another Lot or someone else's peaceful enjoyment of the Common Property.

7. LEAVING OF RUBBISH, ETC ON THE COMMON PROPERTY

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

8. APPEARANCE OF LOT

(1) The Occupier of a Lot must not, without the Body Corporate's written approval, make a change to the external appearance of the Lot unless the change is minor and does not detract from the amenity of the Lot and its surrounds.

(2) The Occupier of a Lot must not, without the Body Corporate's written approval -

(a) hang any washing, bedding, or other cloth article if the article is visible from another Lot or the Common Property, or from outside the Scheme Land; or

(b) display a sign, advertisement, placard, banner, pamphlet or similar article if the article is visible from another Lot or the Common Property, or from outside the Scheme Land.

(3) Subsection (2)(b) does not apply to a real estate advertising sign for the sale or letting of the Lot if the sign is of a reasonable size.

(4) This section does not apply to a Lot created under a standard format plan of subdivision.

9. STORAGE OF FLAMMABLE LIQUIDS ETC

(1) The Occupier of a Lot must not, without the Body Corporate's written approval, store a flammable substance on the Common Property.

(2) The Occupier of a Lot must not, without the Body Corporate's written approval, store a flammable substance on the Lot unless the substance is used or intended for use for domestic purposes.

(3) However, this section does not apply to the storage of fuel in –

(a) the fuel tank of a vehicle, boat, or internal combustion engine; or

(b) a tank kept on a vehicle or boat in which the fuel is stored under the requirements of the law regulating the storage of flammable liquid.

10. GARBAGE DISPOSAL

(1) Unless the Body Corporate provides some other way of garbage disposal, the Occupier of a Lot must keep a receptacle for garbage in a clean and dry condition and adequately covered on the lot, or on a part of the Common Property designated by the Body Corporate for the purpose.

(2) The Occupier of a Lot must -

(a) comply with all local government local laws about disposal of garbage; and

(b) ensure that the Occupier does not, in disposing of garbage, adversely affect the health, hygiene or comfort of the occupiers of other Lots.

11. KEEPING ANIMALS

(1) The Occupier of a Lot must not, without the Body Corporate's written approval –

(a) bring or keep an animal or bird on the Lot or the Common Property; or

(b) permit an Invitee to bring or keep an animal on the Lot or the Common Property.

(2) The occupier must obtain the Body Corporate's written approval before bringing, or permitting an Invitee to bring, an animal onto the Lot or the Common Property.

However, Section 181 of the Act provides as follows:

Section 181 – Guide Dogs

(1) A person mentioned in the Gui9de Dogs Act 1972, Section 5, who has the right to be on a lot included in a Community Titles Scheme, or on the common property, has the right to be accompanied by a guide dog while on the lot or common property.

(2) A person mentioned in Sub-Section (i) who is the owner or occupier of a lot included in a Community Titles Scheme has the right to keep a guide dog on the lot.

(3) A by-law cannot exclude or restrict a right given by this Section.

12. EXCLUSIVE USE CAR PARKING

12.1 The occupier of Lot 3 has exclusive use to the rights and the enjoyment of that part of the common property ("the relevant part of the common property") marked with the letter "A" in the annexed plan marked "Sketch Plan" for car parking purposes. Such occupier must maintain the relevant part of the common property in a clean and tidy condition, however subject to this, the Body Corporate is responsible for the maintenance of and operating costs for the relevant part of the common property.

12.2 The occupier of Lot 4 has exclusive use to the rights and the enjoyment of that part of the common property ("the relevant part of the common property") marked with the letter "B" in the annexed plan marked "Sketch Plan" for car parking purposes. Such occupier must maintain the relevant part of the common property in a clean and tidy condition, however subject to this, the Body Corporate is responsible for the maintenance of and operating costs for the relevant part of the common property.

12.3 The occupier of Lot 5 has exclusive use to the rights and the enjoyment of that part of the common property ("the relevant part of the common property") marked with the letter "C" in the annexed plan

marked "Sketch Plan" for car parking purposes. Such occupier must maintain the relevant part of the common property in a clean and tidy condition, however subject to this, the Body Corporate is responsible for the maintenance of and operating costs for the relevant part of the common property.

12.4 The occupier of Lot 6 has exclusive use to the rights and the enjoyment of that part of the common property ("the relevant part of the common property") marked with the letter "D" in the annexed plan marked "Sketch Plan" for car parking purposes. Such occupier must maintain the relevant part of the common property in a clean and tidy condition, however subject to this, the Body Corporate is responsible for the maintenance of and operating costs for the relevant part of the common property.

12.5 The occupier of Lot 7 has exclusive use to the rights and the enjoyment of that part of the common property ("the relevant part of the common property") marked with the letter "E" in the annexed plan marked "Sketch Plan" for car parking purposes. Such occupier must maintain the relevant part of the common property in a clean and tidy condition, however subject to this, the Body Corporate is responsible for the maintenance of and operating costs for the relevant part of the common property.

12.6 The occupier of Lot 8 has exclusive use to the rights and the enjoyment of that part of the common property ("the relevant part of the common property") marked with the letter "F" in the annexed plan marked "Sketch Plan" for car parking purposes. Such occupier must maintain the relevant part of the common property in a clean and tidy condition, however subject to this, the Body Corporate is responsible for the maintenance of and operating costs for the relevant part of the common property.

12.7 The occupier of Lot 9 has exclusive use to the rights and the enjoyment of that part of the common property ("the relevant part of the common property") marked with the letter "G" in the annexed plan marked "Sketch Plan" for car parking purposes. Such occupier must maintain the relevant part of the common property in a clean and tidy condition, however subject to this, the Body Corporate is responsible for the maintenance of and operating costs for the relevant part of the common property.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

Nil

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

Exclusive use of car spaces

Lot	Exclusive Area
Lot 3 in BUP 2323	Area A on Sketch Plan attached marked "Sketch Plan"
Lot 4 in BUP 2323	Area B on Sketch Plan attached marked "Sketch Plan"
Lot 5 in BUP 2323	Area C on Sketch Plan attached marked "Sketch Plan"
Lot 6 in BUP 2323	Area D on Sketch Plan attached marked "Sketch Plan"
Lot 7 in BUP 2323	Area E on Sketch Plan attached marked "Sketch Plan"
Lot 8 in BUP 2323	Area F on Sketch Plan attached marked "Sketch Plan"
Lot 9 in BUP 2323	Area G on Sketch Plan attached marked "Sketch Plan"

SKETCH PLAN

Sheet of

Note: Exclusive Use areas are defined by the following structural features

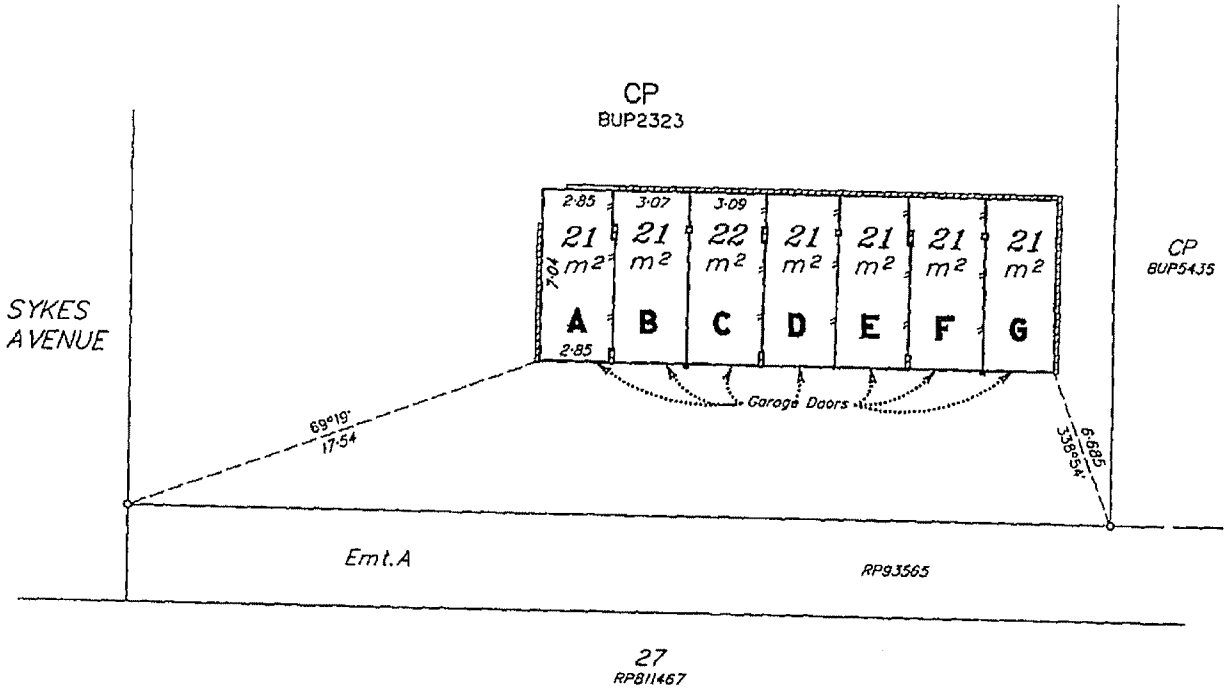
Denotes Face of Block Wall

Denotes Mesh Fence

Denotes Columns

Denotes 0·07m Steel Posts





Scale 1:200 – Lengths are in Metres.

2 0 2 4 6 8 10 12 14 16 18 20 22 24 26 28

0 50mm 100mm 150mm SCALE BAR

NOTE: The scale bar above determines the size of the original plan. (A3)

Client: The Spanish Villa Body Corporate

Sunshine Coast Survey & Planning Pty. Ltd., ACN 091 809 433, hereby certify that the details shown on this sketch plan are correct.

.....Director and Cadastral Surveyor

Date 4.9.2006

PASSED & ENDORSED

By: Sunshine Coast Survey & Planning Pty. Ltd. ACN 091 809 433

SIGNED: DATE: 4.9.2006

DESIGNATION : Cadastral Surveyor

PLAN OF EXCLUSIVE USE AREAS OVER THE COMMON PROPERTY ON LEVEL A OF "THE SPANISH VILLA" OF CTS12811

Original Description ALLOT 2 OF SECTION 4

PARISH: BRIBIE COUNTY: CANNING

Meridian: RP93565 Map: 9544–31432 Title: –

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Locality: KINGS BEACH

Local Govt: CALOUNDRA C.C.

Scale: 1:200

Drawn: P.S.D.

Checked: A.J.M.

SCSP Plan: 2937-00/2