

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

Office use only
CMS LABEL NUMBER

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

1. Name of community titles scheme

Nimbus Community Titles Scheme 20009

2. Regulation module

Standard Module

3. Name of body corporate

Body Corporate for Nimbus Community Titles Scheme 20009

4. Scheme land

Lot on Plan Description	County	Parish	Title Reference
Common Property of Nimbus CTS 20009	Stanley	North Brisbane	19303044
Lots 1 – 23 (inclusive) in GTP 3044	Stanley	North Brisbane	18343228 – 18343250 (inclusive)
Lot 24 in GTP 3044	Stanley	North Brisbane	18344001

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**

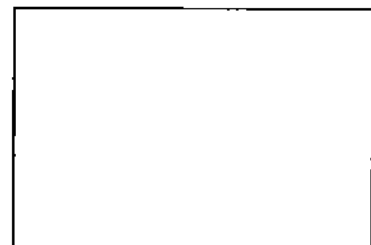
8. Execution by original owner/Consent of body corporate

Execution Date

/ /

.....

***Execution**



Place seal here

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 records in the land registry. For more information about privacy in NR&W see <http://www.nrw.qld.gov.au/about/privacy/index.html>.

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 1 in GTP 3044	32	32
Lot 2 in GTP 3044	27	27
Lot 3 in GTP 3044	27	27
Lot 4 in GTP 3044	28	28
Lot 5 in GTP 3044	28	28
Lot 6 in GTP 3044	35	35
Lot 7 in GTP 3044	35	35
Lot 8 in GTP 3044	30	30
Lot 9 in GTP 3044	30	30
Lot 10 in GTP 3044	30	30
Lot 11 in GTP 3044	30	30
Lot 12 in GTP 3044	33	33
Lot 13 in GTP 3044	40	40
Lot 14 in GTP 3044	30	30
Lot 15 in GTP 3044	30	30
Lot 16 in GTP 3044	31	31
Lot 17 in GTP 3044	31	31
Lot 18 in GTP 3044	32	32
Lot 19 in GTP 3044	32	32
Lot 20 in GTP 3044	33	33
Lot 21 in GTP 3044	33	33
Lot 22 in GTP 3044	34	34
Lot 23 in GTP 3044	34	34
Lot 24 in GTP 3044	37	37
TOTALS	762	762

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. DEFINITIONS****1.1 Dictionary**

- Act** means the *Body Corporate and Community Management Act 1997* and the Regulation Module applying to the community titles scheme.
- Adjoining Schemes** means Stratus CTS 19426, Cumulus CTS 15459, Nebula CTS 24575 and Bowen Point CTS 30082

Body Corporate	means the body corporate created under the Act for the community titles scheme.
Caretaker	means the person appointed by the Body Corporate to caretake the Common Property, including the common property of the Adjoining Schemes.
Committee	comprises the persons chosen at each annual general meeting of the Body Corporate, but subject to the provisions under the Regulation Module relating to term of office, vacancies and the filling of casual vacancies.
Common Property	is land for a community titles scheme that is not included in a Lot.
Invitee	means any person on the Scheme Land with the permission of an Occupier.
Lot	means a Lot under the <i>Land Title Act 1994</i> .
Occupier	of a Lot means a resident owner or resident lessee of a Lot, or someone else who lives on the Lot.
Owner	of a Lot means the person who is, or is entitled to be, the registered owner of the Lot, and includes a mortgagee in possession of the Lot and if, under the <i>Land Title Act 1994</i> , two or more persons are the registered owners, or are entitled to be the registered owners, of the lot – each of those persons.
Regulation Module	subject to the provisions of the Act, is the Regulation Module that is recorded on the community management statement in the Department of Natural Resources as stated to apply to the community titles scheme.
Scheme Land	comprises all the Lots and the Common Property contained in the community titles scheme.
Utility Infrastructure	means cables, wires, pipes, sewers, drains, ducts, plant and equipment by which Lots or Common property are supplied with utility services, and a device for measuring the reticulation or supply of a utility service.
Window Covering	means internal curtain, blind, shutter, roller shade or other similar covering for a window or door.

1.2 Rules for interpretation

In these by-laws, unless the context indicates a contrary intention –

- a) words denoting any gender include all genders
- b) the singular number includes the plural and vice versa
- c) a person includes their executors, administrators, successors, substitutes (for example, persons taking by novation) and assigns
- d) words importing persons will include all bodies, associations, trusts, partnerships, instrumentalities and entities corporate or unincorporated, and vice versa
- e) any obligation on the part of or for the benefit of two or more persons will be deemed to bind or benefit as the case may be, any two or more of them jointly and each of them severally
- f) references to any legislation includes any legislation which amends or replaces that legislation
- g) for the purpose of by-law 1.1, any definition that is subsequently changed in the Act will have the meaning given to it by the Act
- h) headings are included for convenience only and will not affect the interpretation of these by-laws
- i) a reference to any thing includes the whole or each part of it, and
- j) in interpreting these by-laws, no rules of construction will apply to the disadvantage of a party because that party was responsible for the drafting of these by-laws or any part of them.

2. NOISE

- (a) An Owner or Occupier must not create noise at any time likely to interfere with the peaceful enjoyment of a person lawfully on another Lot or the Common Property.
- (b) Occupiers leaving or returning to Lots late at night or early in the morning must do so with minimum noise.
- (c) The Occupier must request Invitees leaving after 11pm to leave quietly.

3. VEHICLES

- (a) An Owner or Occupier must not park any vehicle upon Common Property except -
 - (i) with the Committee's written approval, or
 - (ii) where authorised by an exclusive use by-law.
- (b) An approval given under by-law 3(a)(i) must state the period for which it is given and any conditions on which the approval is given. If any conditions are not met, the approval may be withdrawn by the Committee. Any person staying overnight more than three days a week for more than one month is considered to be permanent resident, with a determination to be made at the discretion of the Caretaker.
- (c) An Owner or Occupier must not park any vehicle in the visitor car parking bays, on the common property of the Adjoining Schemes, or upon any easements granted in favour of the Body Corporate or any easements granted in favour of the Adjoining Schemes.
- (d) An Owner or Occupier must not exceed the speed limit of 10kph of the Common Property roadways.
- (e) An Owner or Occupier must not permit an Invitee to park a vehicle on the Common Property, other than in the designated visitor car parking bays. And Owner or Occupier must ensure that their Invitees comply with all signage about parking and any reasonable directions of the Caretaker to ensure compliance with this by-law
- (f) The Body Corporate is authorised to enter into an agreement with a tow truck company or companies who shall be authorised to remove vehicles, when instructed to do so by the Body Corporate's representative.

4. OBSTRUCTION/NUISANCE

- (a) An Owner or Occupier must not obstruct lawful use of Common Property by any other person.
- (b) An Owner or Occupier must also not obstruct the use of the Common Property on the Adjoining Schemes or upon any easement granted in favour of the Body Corporate or any easements granted in favour of the Adjoining Schemes.
- (c) An Owner or Occupier must not cause a nuisance or act in such a way so as to interfere with the peaceful enjoyment of a person lawfully on another Lot, the Common Property, a lot in the Adjoining Schemes or the common property of the adjoining Schemes.
- (d) An Owner or Occupier must not use skateboards, roller blades, skates or any other similar equipment on the Common Property or the common property of the Adjoining Schemes.

5. DEPOSITING RUBBISH ON COMMON PROPERTY

An Owner or Occupier must not deposit or throw upon the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of a person lawfully on a Lot, the Common Property, a lot in the Adjoining Schemes or on the common property of the Adjoining Schemes.

6. GARBAGE DISPOSAL

- (a) The Owner or Occupier 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 Committee for that purpose, unless the Body Corporate provides for some other way of garbage disposal.
- (b) The Owner or Occupier must -
 - (i) comply with all local government local laws about disposal of garbage

- (ii) ensure that on garbage collection days the receptacle is placed in the designated area for collection and returned as soon as reasonably practicable after collection, and in any event, within 24 hours of collection, and
- (iii) ensure that in disposing garbage, the hygiene health and comfort of other Occupiers is not adversely affected.

7. UTILITY INFRASTRUCTURE

- (a) An Owner or Occupier must use the Utility Infrastructure for the purpose for which it was designed and not for any other purpose.
- (b) If an Owner or Occupier becomes aware of any defect or damage to the Utility Infrastructure, the Owner or Occupier must promptly give notice to the Committee of the defect or damage.
- (c) An Owner or Occupier shall ensure all water taps in a Lot are properly turned off after use.
- (d) An Owner or Occupier must not modify any Utility Infrastructure within a Lot, except with the Committee's written approval. The purpose of this by-law is to ensure that the Utility Infrastructure servicing other Lots and the Common Property is not affected in any manner.

8. COMMON PROPERTY GARDENS

- (a) An Owner or Occupier must not -
 - (i) damage any Common Property lawn, garden, tree, shrub, plant or flower, or
 - (ii) use as a garden any portion of the Common Property, except with the Committee's written approval.
- (b) An approval given under by-law 8(a)(ii) must state any conditions on which the approval is given. If any conditions are not met, the approval may be withdrawn by the Committee.

9. DAMAGE TO COMMON PROPERTY

- (a) An Owner or Occupier must not mark, paint, or drive nails or screws or the like into, or otherwise damage or deface a structure that forms part of the Common Property, except with the Committee's written approval.
- (b) An Owner or Occupier must not erect any structure on the Common Property for his own benefit, unless consent has been obtained in accordance with the Act.

10. MAINTENANCE OF LOTS

- (a) An Owner or Occupier must ensure that his Lot is kept and maintained so as to minimise the risk of infestation by vermin or insects or be offensive in appearance to other Occupiers.
- (b) To ensure compliance with by-law 10(a), an Owner must undertake preventative measures for termites at the same time and in the same manner as the Body Corporate does for the Common Property.
- (c) An Owner or Occupier must ensure all glass doors and windows are kept clean and promptly replaced with glass of the same kind and weight, if cracked or broken.
- (d) The Body Corporate wishes to retain a high standard as to the appearance and maintenance of lawns and gardens within Lots, therefore Owners must maintain gardens and lawns within Lots to a standard equivalent to those on the Common Property. Owners having trees contained within their Lot must keep those trees lopped to be no higher than the eaves of their Lot and must be kept trimmed away from any structures and kept within the boundary of their Lot.
- (e) An Owner must ensure that all gutters are inspected and cleaned regularly.

11. PAINTING OF LOTS

- (a) The Body Corporate wishes to retain conformity as to style, colour and aesthetics of buildings of the Scheme Land and to maintain a high standard in relation to the external appearance of buildings on the Scheme Land, therefore to ensure compliance within by-law 11(a) –
 - (i) an Owner is required to repaint their Lot when requested to do so by the Body Corporate (acting reasonably) to the standard and in the colours as the Body Corporate directs and in the manner required by the Body Corporate, and
 - (ii) an Owner must not, except with the Committee's written approval, paint the external surfaces of a building on any Lot.
- (b) An approval given under by-law 11(a)(ii) must comply with the provisions of by-law 11(a).

12. SUPPLY OF SERVICES BY BODY CORPORATE

- (a) To ensure compliance with by-laws 10 and 11, the Body Corporate may supply, or engaged another person to supply, maintenance services for the benefit of Owners, which services may include painting, pest prevention or extermination and gutter inspection and cleaning.
- (b) Where the Body Corporate supplies to an Owner maintenance services in accordance with by-law 12(a), the Owner must reimburse the Body Corporate for the cost of the service provided by the Body Corporate. The amount owing by the Owner to the Body Corporate is recoverable by the Body Corporate in the same way as it is entitled to recover levy contributions.

13. APPEARANCE OF LOT

- (a) An Owner or Occupier must not hang any washing, towel, bedding, clothing or other article on any part of his Lot (except on clothes lines constructed for that purpose) in such a way as to be visible from another Lot, the Common Property or outside the Scheme Land, except with the Committee's written approval.
- (b) An Owner or Occupier must not 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 another Lot, the Common Property or outside the Scheme Land, except with the Committee's written approval.
- (c) By-law 13(b) does not apply to one real estate sign advertising the Lot for sale or letting, provided it is of a reasonable size, made of good quality materials and is erected for no longer than two months.
- (d) An Owner or Occupier must ensure that any Window Coverings visible from outside the Lot have a uniform appearance and do not detract from the visual amenity of the Scheme Land.

14. ALTERATIONS/IMPROVEMENTS MADE TO LOTS

- (a) This by-law applies to an Owner who wishes to make an alteration or improvements to his Lot, where the alteration or improvement affects the external appearance of the Lot, therefore the Committee is authorised to give approval for the following alterations or improvements –
 - (i) installation of an air-conditioner
 - (ii) installation of a whirley bird
 - (iii) installation of a garden shed
 - (iv) installation of an external blind, shutter, screen or shade cloth for protection from the elements
 - (v) installation of a covering for a pergola or carport, including a vergola style roof
 - (vi) construction of a pergola

- (vii) construction of a fence
 - (viii) installation of a water tank
 - (ix) installation of an aerial, transmission aeriels, satellite dish or the like, or
 - (x) construction of another minor improvement (as that term is defined by the Act).
- (b) Any other alterations or improvements must be approved by the Body Corporate in a general meeting.
- (c) The approval of the Committee to an alteration or improvement specified in by-law 14(a) will always be subject to the following conditions:
- (i) The Owner has obtained all necessary consents from the local government.
 - (ii) The approval specified in by-law 14(c)(i) together with all relevant details about the alteration or improvement are provided to the Committee.
 - (iii) The installation or construction of the alteration or improvement must not compromise the structural integrity of the Scheme Land.
 - (iv) The material and colours comprising the alteration or improvement must not compromise the aesthetic appearance of the Scheme Land.
 - (v) The alteration or improvement must not cause any unreasonable noise or nuisance to other Owners or Occupiers or any person lawfully using the Common Property.
 - (vi) The Owner is responsible for the repair, maintenance, replacement and insurance of the alteration or improvement.

15. STORAGE OF FLAMMABLE LIQUIDS ETC

- (a) An Owner or Occupier must not, without the Committee's written approval, store a flammable substance on the Common Property.
- (b) An Owner or Occupier must not, without the Committee's written approval, store a flammable substance on a Lot unless the substance is used or intended for use for domestic purposes.
- (c) However, this by-law does not apply to the storage of fuel in –
- (i) the fuel tank of a vehicle, boat or internal combustion engine, or
 - (ii) 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.
- (d) An Owner or Occupier must not bring to, do or keep on a Lot or the Common Property anything which increases the rate of fire insurance taken out by the Body Corporate, or which may conflict with any insurance policy taken out by the Body Corporate.

16. KEEPING ANIMALS

- (a) An Owner or Occupier must not, except with the Committee's written approval –
- (i) bring or keep an animal or bird on a Lot or the Common Property, or
 - (ii) permit an Invitee to bring or keep an animal or bird on a Lot or the Common Property.
- (b) An approval given under by-law 16(a) may be given on conditions, such as size and behaviour of the animal or bird, ensuring the animal or bird is kept wholly within the Lot, is not allowed to road, spoil, dig or otherwise damage the Common Property and where it is being moved from the Lot, it must be kept on a leash or in a cage. If any conditions are not met, the approval may be withdrawn by the Committee.

- (c) This by-law does not apply to a person who has the right to be accompanied by a guide dog under the *Guide Dogs Act 1972*.

17. BEHAVIOUR OF INVITEES

- (a) Owners or Occupiers must take all reasonable steps to ensure that their Invitees abide by the by-laws and do not behave in a manner likely to interfere with the peaceful enjoyment of a person lawfully on another Lot, the Common Property, a lot in the Adjoining Schemes or the common property of the Adjoining Schemes.
- (b) Owners will be liable to compensate the Body Corporate for all damage to the Common Property caused by their Occupiers and Invitees.

18. RECREATIONAL FACILITIES

- (a) An Owner or Occupier must not use the swimming pool on the Common Property or on the common property of the Adjoining Schemes between 10pm and 7am, except with the Committee's written approval.
- (b) In relation to the swimming pool area, an Owner or Occupier must ensure that –
- (i) children under 12 years are not allowed in or around the area, unless accompanied by an adult
 - (ii) Invitees are not allowed in or around the area, unless accompanied by the Owner or Occupier
 - (iii) alcoholic beverages and glass ware are not taken in or around the area, with the exception being the bbq area of the front pool
 - (iv) food and drink are not consumed in the pool
 - (v) caution is exercised around the area at all times
 - (vi) no person causes a nuisance to any other person lawfully using the swimming pool, other part of the Common Property or the common property of the Adjoining Schemes, and
 - (vii) no smoking in or around the pool area
- (c) An owner or Occupier must 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 swimming pool.
- (d) The Committee may make rules concerning the use of the recreational facilities, including the reservation of the recreational facilities.

19. USE OF LOTS

- (a) Each Lot must be used for residential purposes only and not for any illegal, unlawful or immoral purpose, although an Occupier may carry out home based work wholly within a Lot, provided the Owner or Occupier obtains the prior written consent of the local government (where applicable) and the Committee.
- (b) Despite by-law 19(a), Lot 24 in GTP 3044 (Nimbus CTS 20009) may be used for both residential purposes and management and caretaking of the Common Property and the Common Property of the Adjoining Scheme, the sale and letting of Lots on behalf of Owners and owners in the Adjoining Schemes, and the rendering of services to Occupiers and occupiers in the Adjoining Schemes, as are authorised in writing by the Body Corporate and the Adjoining Schemes.

20. SECURITY

- (a) Any security equipment installed on the Common Property or on the common property of the Adjoining Schemes and used in connection with the provision of security for the Scheme Land and the Adjoining Schemes shall remain the property of the Body Corporate and the Adjoining Schemes (as applicable) and be repaired and maintained at the cost and expense of the Body Corporate and the Adjoining Schemes.

Any security equipment installed upon any Lot by an Owner shall remain the property of the Owner and shall be repaired and maintained at the cost and expense of the Owner of that Lot.

- (b) The Body Corporate shall, in no circumstances, be responsible to any Owner or Occupier (and the Owner or Occupier shall not be entitled to make any claim for compensation or damage) in the event of a failure of any security systems installed by the Body Corporate.
- (c) An Owner or Occupier must exercise a high degree of care and responsibility in using the security system installed on the Scheme Land. An Owner or Occupier must not duplicate any security key or card. An Owner or Occupier must pay to the Body Corporate a deposit of \$100.00 for a security key or card, which is refundable on the return of the key or card. In the event an Owner or Occupier loses a security key or card or it is stolen, the Owner or Occupier must immediately notify the Caretaker and a replacement key will be provided at the Owner or Occupier's expense.
- (d) Pedestrian entry and exit of the Scheme Land or via any Adjoining Scheme must be via the pedestrian gate and not via the driveways, except Owners or Occupiers using prams, push chairs or bicycles.
- (e) An Owner or Occupier must not enter or exit the Scheme Land or via any Adjoining Scheme by climbing under or over the gates and fences.
- (f) The locking, safety device, screen or other device must be constructed in a workmanlike manner and maintained in a state of good and serviceable repair by the Occupier. It must not detract from the visual amenity of the Scheme Land. The locking or safety device must be keyed to the Scheme Land's master key system otherwise be subject to Committee approval.

21. RECOVERY BY BODY CORPORATE

Where the Committee or the Body Corporate spends money to repair damage caused by a breach of the Act or of these by-laws by any Owner or Occupier or Invitee then the Body Corporate is entitled to recover the amount spent as a debt in any court action from the Owner of the Lot from which that Occupier or Invitee came.

22. RECOVERY OF COSTS

An Owner must pay on demand the whole of the Body Corporate's costs and expenses (including solicitor and own client costs), such amount to be deemed a liquidated debt, incurred in -

- (a) recovering levies or any other money that the Body Corporate is entitled to recover from the Owner under the Act, any other statutory provision or at common law; and
- (b) all proceedings, including legal proceedings, taken against the Owner concluded in favour of the Body Corporate including, but not limited to, applications under the dispute resolution provisions of the Act.

23. HOUSE RULES

The Committee may make house rules concerning the Common Property and in particular the recreational facilities, however the house rules must not be inconsistent with these by-laws. The house rules are to be observed in the same manner as these by-laws. The house rules are to be displayed on the Body Corporate's notice board or other areas of the Common Property.

24. EXCLUSIVE USE – STORAGE SPACES

The Owners for the time being of the Lots identified in Schedule E shall be entitled to the exclusive use for storage purposes of that part of the Common Property level with the respective Lot's courtyards, but under the walkway as identified on the attached sketch plan marked "A". Each Owner to whom exclusive use of the storage space is given pursuant to this by-law shall be responsible, at the Owner's expense, of the performance of the duties of the Body Corporate concerning repair, maintenance and replacement.

25. EXCLUSIVE USE – COURTYARD GARDEN AREA

The Owner of Lot 1 identified in Schedule E shall be entitled to the exclusive use for courtyard garden purposes of that rectilinear part of the Common Property bounded by the exterior building wall of Lot 1, garage wall of Lot 1, courtyard fence of Lot 1 and edge of storm water gutter as identified on the attached sketch plan marked "B". The Owner to whom exclusive use is given pursuant to this by-law shall be responsible, at the Owner's expense, of the performance of the duties of the Body Corporate concerning repair, maintenance and replacement.

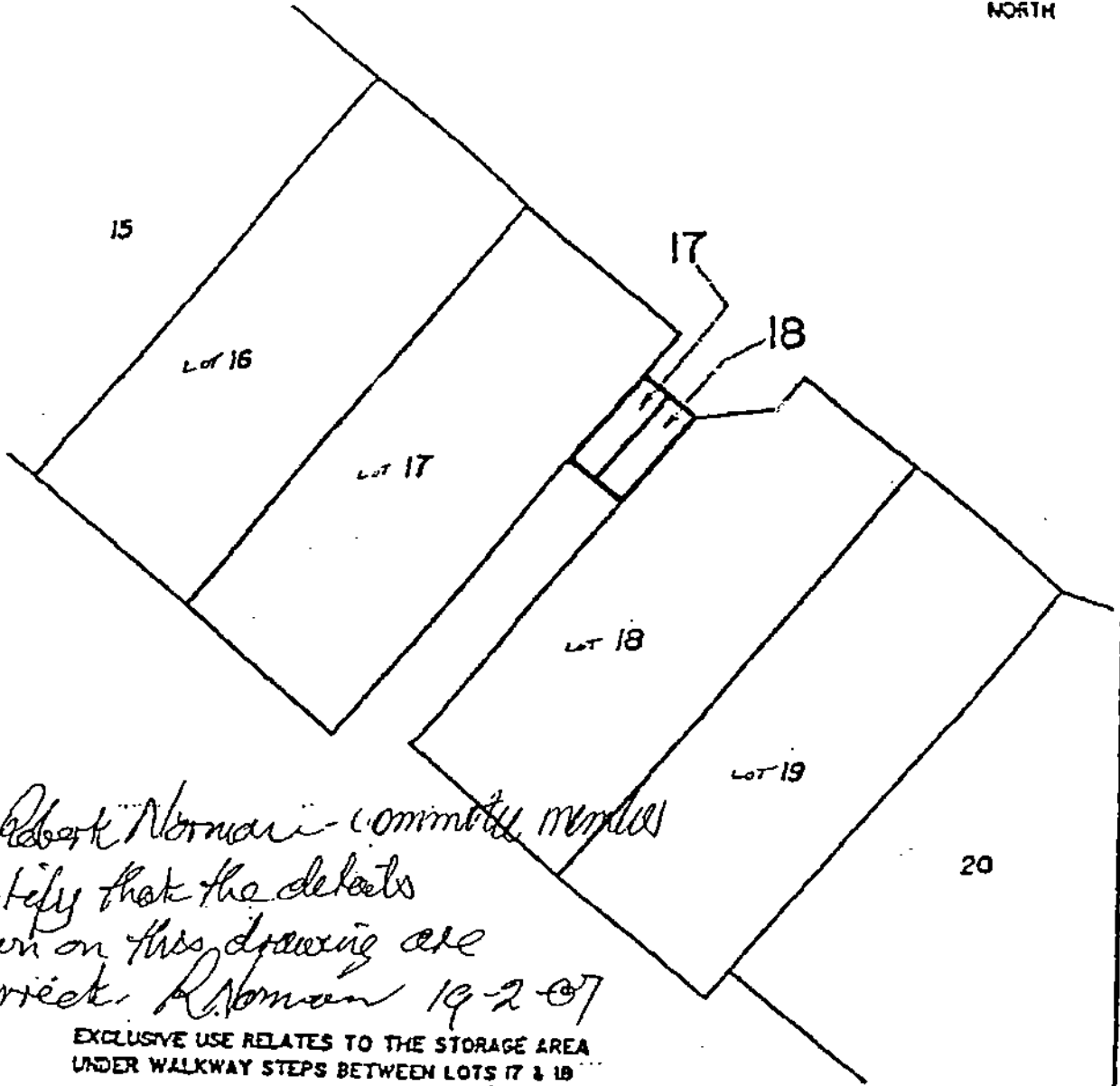
SCHEDULE D	OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED
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Nil

SCHEDULE E	DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY
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Lot	Exclusive Area
Lot 1 in GTP 3044	Area X on Sketch B – courtyard garden area
Lot 17 in GTP 3044	Area 17 on Sketch A - storage
Lot 18 in GTP 3044	Area 18 on Sketch A - storage

NIMBUS LTS 20009
GTP 3044



I, Robert Norman - committee member
certify that the details
shown on this drawing are
correct. R. Norman 19-2-07

EXCLUSIVE USE RELATES TO THE STORAGE AREA
UNDER WALKWAY STEPS BETWEEN LOTS 17 & 18

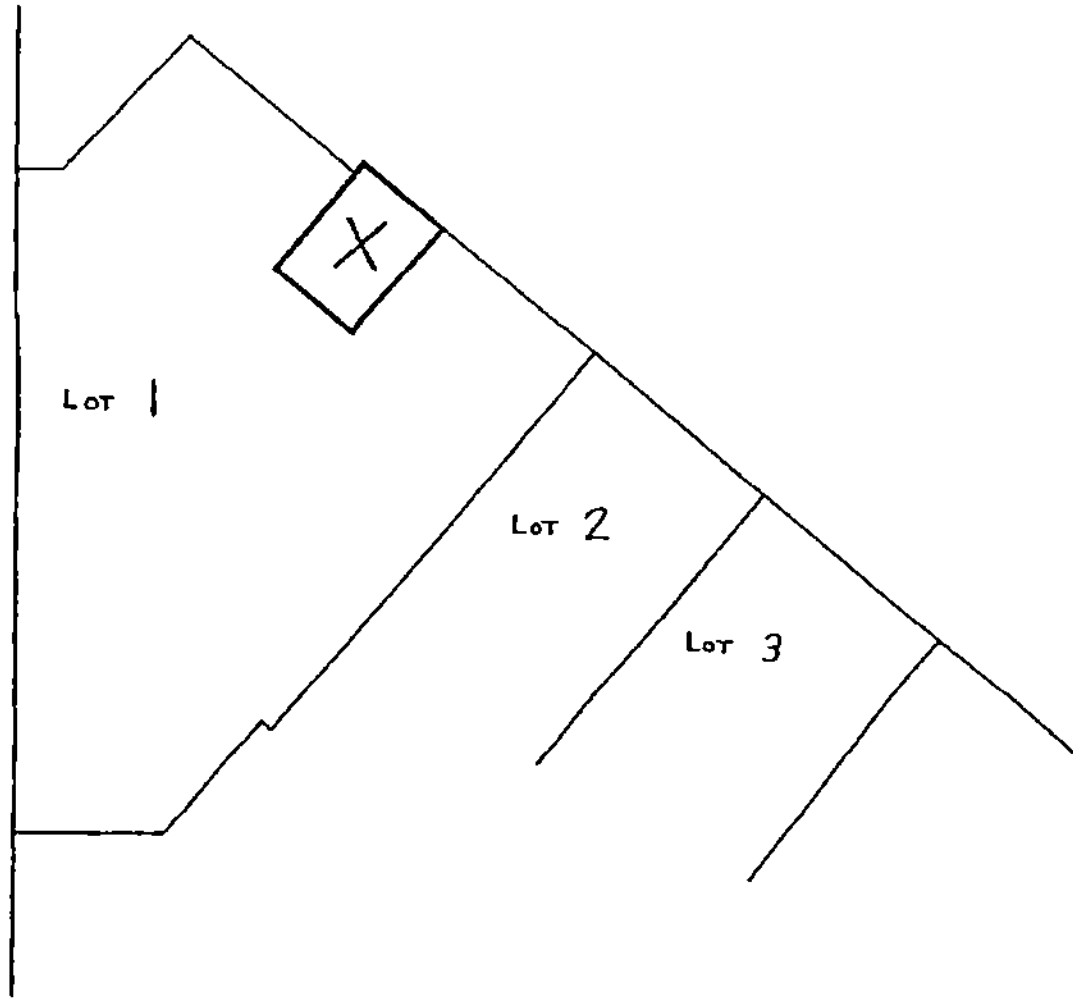
EXCLUSIVE USE AREA BOUNDED
BY STRUCTURAL ELEMENTS,
EG. WALLS

amended plan
31-7-82
[Signature]

<p>Wayne Jennings & Associates Pty. Ltd. Copyright</p>	<p>PLAN 'A'</p>		<p>scale 1:200</p>
	<p>NIMBUS</p>		<p>sheet 1 of 1 sheets</p>
	<p>EXCLUSIVE USE ALLOCATION LOTS 17 & 18</p>		<p>drawing number 90410 01</p>
	<p>7/11</p>		



NORTH



EXCLUSIVE USE AREA BOUNDED BY STRUCTURAL ELEMENTS

I, M Walton, certify that the details shown on this sketch plan are correct.

M Walton
 COMMITTEE MEMBER NIMBUS 9/11/2006

SKETCH PLAN B	NIMBUS COMMUNITY TITLES SCHEME 20009
Scale 1:200	EXCLUSIVE USE ALLOCATION LOT 1 CMS SCHEDULE E SKETCH