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

GENERAL REQUEST

Duty Imprint

Dealing Number

OFFICE USE ONLY

Privacy Statement
Collection of information from this form is authorised by legislation and is used to maintain publicly searchable records. For more information see the Department's website.

1. Nature of request

Request to record new Community Management Statement for Moda Melton Community Titles Scheme 38227

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

Lodger Code

2. Lot on Plan Description

Common Property of Moda Melton Community Titles Scheme 38227

Title Reference
50710820

3. Registered Proprietor/State Lessee

Body Corporate for Moda Melton Community Titles Scheme 38227

4. Interest

Not Applicable

5. Applicant

Body Corporate for Moda Melton Community Titles Scheme 38227

6. Request

I hereby request that: the New Community Management Statement deposited herewith which amends Schedule C of the existing Community Management Statement be recorded as the New Community Management Statement for Moda Melton Community Titles Scheme 38227.

7. Execution by applicant

BODY CORPORATE FOR MODA MELTON CTS 38227

3/07/2023
Execution Date

.....
Applicant's Signature
Chairperson / Secretary

.....
Applicant's Signature
Committee member

THIS CMS MUST BE DEPOSITED WITH:

- A FORM 14 GENERAL REQUEST; AND
- A FORM 18C (IF NO EXEMPTION TO THE PLANNING BODY CMS NOTATION APPLIES).

A NEW CMS 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
Moda Melton Community Titles Scheme 38227

2. Regulation module
ACCOMMODATION MODULE

3. Name of body corporate
Body Corporate for Moda Melton Community Titles Scheme 38227

4. Scheme land

Lot on Plan Description	Title Reference
Common Property of Moda Melton Community Titles Scheme 38227	50710820
Lots 1 and 2 on SP 285937	510680921 - 51068093
Lots 3 to 24 on SP 194194	50710822 to 50710843
Lots 25 to 54 on SP 194195	50771752 to 50771781
Lots 55 to 78 on SP 194196	50818517 to 50818540

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. New CMS exemption to planning body community management statement notation (if applicable*)
Insert exemption clause (if no exemption – insert 'N/A' or 'not applicable')

Not applicable pursuant to section 60(6) of the *Body Corporate and Community Management Act 1997.*

*If there is no exemption or for a first community management statement (CMS), a Form 18C must be deposited with the Request to record the CMS.

8. Execution by original owner/Consent of body corporate

BODY CORPORATE FOR MODA MELTON CTS 38227 The Common Seal of

03 / 01 / 2025
Execution Date

.....
***Chairperson / Secretary**

.....
***Committee Member**

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

Privacy Statement
Collection of information from this form is authorised by legislation and is used to maintain publicly searchable records. For more information see the Department's website.

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 1 on SP 285937	78	11
Lot 2 on SP 285937	78	11
Lot 3 on SP 194194	127	12
Lot 4 on SP 194194	127	12
Lot 5 on SP 194194	130	13
Lot 6 on SP 194194	127	12
Lot 7 on SP 194194	127	12
Lot 8 on SP 194194	127	12
Lot 9 on SP 194194	130	13
Lot 10 on SP 194194	127	12
Lot 11 on SP 194194	127	12
Lot 12 on SP 194194	127	12
Lot 13 on SP 194194	127	12
Lot 14 on SP 194194	127	12
Lot 15 on SP 194194	127	12
Lot 16 on SP 194194	127	12
Lot 17 on SP 194194	130	13
Lot 18 on SP 194194	127	12
Lot 19 on SP 194194	127	12
Lot 20 on SP 194194	127	12
Lot 21 on SP 194194	130	13
Lot 22 on SP 194194	127	12
Lot 23 on SP 194194	127	12
Lot 24 on SP 194194	127	12
Lot 25 on SP 194195	127	12
Lot 26 on SP 194195	127	12
Lot 27 on SP 194195	127	12
Lot 28 on SP 194195	127	12
Lot 29 on SP 194195	127	12
Lot 30 on SP 194195	127	12
Lot 31 on SP 194195	127	12
Lot 32 on SP 194195	127	13
Lot 33 on SP 194195	127	12
Lot 34 on SP 194195	127	12
Lot 35 on SP 194195	127	12

Lot on Plan	Contribution	Interest
Lot 36 on SP 194195	127	13
Lot 37 on SP 194195	123	15
Lot 38 on SP 194195	136	14
Lot 39 on SP 194195	136	14
Lot 40 on SP 194195	128	12
Lot 41 on SP 194195	128	12
Lot 42 on SP 194195	132	13
Lot 43 on SP 194195	138	15
Lot 44 on SP 194195	136	14
Lot 45 on SP 194195	136	14
Lot 46 on SP 194195	127	12
Lot 47 on SP 194195	127	12
Lot 48 on SP 194195	131	13
Lot 49 on SP 194195	138	15
Lot 50 on SP 194195	136	15
Lot 51 on SP 194195	136	13
Lot 52 on SP 194195	127	13
Lot 53 on SP 194195	127	13
Lot 54 on SP 194195	131	14
Lot 55 on SP 194196	135	13
Lot 56 on SP 194196	135	13
Lot 57 on SP 194196	134	13
Lot 58 on SP 194196	135	14
Lot 59 on SP 194196	135	15
Lot 60 on SP 194196	135	14
Lot 61 on SP 194196	134	14
Lot 62 on SP 194196	135	15
Lot 63 on SP 194196	135	15
Lot 64 on SP 194196	135	15
Lot 65 on SP 194196	134	15
Lot 66 on SP 194196	135	15
Lot 67 on SP 194196	127	12
Lot 68 on SP 194196	127	12
Lot 69 on SP 194196	127	12
Lot 70 on SP 194196	127	12
Lot 71 on SP 194196	127	13
Lot 72 on SP 194196	127	12

Lot on Plan	Contribution	Interest
Lot 73 on SP 194196	127	12
Lot 74 on SP 194196	127	13
Lot 75 on SP 194196	127	13
Lot 76 on SP 194196	127	13
Lot 77 on SP 194196	127	13
Lot 78 on SP 194196	127	13
TOTALS	**10,000**	**1,000**

PRINCIPLES FOR DECIDING THE CONTRIBUTION LOT ENTITLEMENT FOR A LOT

The contribution schedule lot entitlements have been decided using the relativity principle as defined in the *Body Corporate and Community Management Act 1997 (**BCCM**)*.

The contribution schedule lot entitlements for the scheme are not equal. As required by section 46A of the BCCM, the contribution schedule lot entitlements demonstrates the relationship between the lots by reference to one or more of the following factors (***Factors***);

1. How the scheme is structured;
2. The nature, features and characteristics of the lots in the scheme;
3. The purposes for which the lots are used;
4. The impact the lots have on the costs of maintaining the common property; and
5. The market values of the lots.

We discuss each of the Factors, and their applicability, below.

1 How the Scheme is structured

The scheme is not part of a layered arrangement of community titles scheme (for example, comprising a principal scheme and subsidiary scheme). Therefore the structure of the scheme does not affect the contribution schedule lot entitlements.

2 Nature, Features and Characteristics of the Lots

The body corporate is responsible for the repair and maintenance of common property within the scheme. This includes the recreation facilities, foyers, lifts, external walls and windows, roof, utility infrastructure and utility services. In deciding the contribution schedule lot entitlements the following increases the burden that a lot places on the body corporate costs for the maintenance, cleaning and repair of the common property:

(a) **The area of the lot**: Additional entitlements are added the greater the size of the lot. The larger the area of the lot the greater demand on the support and shelter costs.

(b) **The number of potential occupants**: Larger lots that can cater for a greater number of occupants have the potential to place a greater burden on common property and additional entitlements are added to reflect this.

The relative difference in lot entitlements recognises that the factors stated above do not impact on how much each lot should contribute to certain Body Corporate costs such as secretarial fees, audit fees, printing postage and outlays.

3 The Purposes for which the Lots are used

Each of the lots in the scheme is used for residential purposes and consequently this factor does not affect the contribution schedule lot entitlements.

4 The Impact the Lots have on the Costs of Maintaining the Common Property

The factors listed in item 2 *Nature, Features and Characteristics* of the Lots have been assessed as having an impact on the body corporate costs for the maintenance, cleaning and repair of the common property and additional entitlements are added to reflect this.

5 The Market Value of the Lots

This factor does not contribute to any differences in the lot entitlements.

PRINCIPLES FOR DECIDING THE INTEREST LOT ENTITLEMENT FOR A LOT

The interest schedule lot entitlements for this scheme are not equal.

As required by s46B of the *Body Corporate and Community Management Act 1997*, the interest schedule lot entitlements for this scheme have been calculated with regard to the market value principle and reflect the respective market value of the lots.

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

PART A – PRELIMINARY

1 Structure

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

(a) Part A – Preliminary

(b) Part B – Interferences

(c) Part C – Works

(d) Part D – Regulation of use

(e) Part E – Exclusive use

2 Definitions and interpretation

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

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

(b) **'Body Corporate'** means the Body Corporate established upon the registration of the Scheme.

(c) **'Caretaking Service Contractor'** means a service contractor for the Scheme who is also a letting agent for the Scheme.

(d) **'Common Property'** means Scheme Land that is not included in a Lot.

(e) **'Improvement'** means the erection of a building, a structural change or a non-structural change of any kind or the carrying out of any works.

(f) **'Lot'** means a lot in the Scheme.

(g) **'Occupier'** means any person that occupies a Lot.

(h) **'Owner'** means an owner of a Lot.

(i) **'Regulation Module'** means the regulation module of the Act that applies to the Scheme as identified in Item 2 of this community management statement.

(j) **'Scheme'** means Moda Melton CTS 38227.

(k) **'Scheme Land'** means any land within the Scheme, including any Lot and the Common Property.

(l) **'Security Access Device'** means a key, fob, swipe or other device used to gain access to something that is otherwise inaccessible.

(m) **'Social Function'** means a gathering of a number of people that causes other Owners or Occupiers to be excluded from the use and enjoyment of part or all of the Common Property.

(n) **'Smoke'** means –

(i) for a smoking product other than a personal vaporiser or a hookah—smoke, hold or otherwise have control over an ignited smoking product; or

(ii) for a personal vaporiser—inhale through the vaporiser; or

(iii) for a hookah—inhale through the hookah.

(o) **'Vehicle'** includes but is not limited to all types of automobiles, motorcycles, scooters, trucks, bicycles, boats, trailers, caravans, camper vans, mobile homes, golf buggies, segways, skateboards, rollerblades or any other equivalent means of transportation.

(p) **'Visitor'** means a person who is invited in any capacity onto Scheme Land by an Owner, Occupier or a Visitor.

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

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

2.4 The singular includes the plural and vice versa.

2.5 Words importing a gender include other genders.

3 Applicability of these by-laws

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

3.2 Occupiers must:

(a) comply with these by-laws to the extent they apply to an Occupier; and

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

4 Tenancies

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

(a) the name of the tenant and all Occupiers;

(b) the service address of the tenant;

(c) the term of the tenancy;

(d) the name and service address of any Owner's letting agent for the tenancy; and

(e) any other information the Body Corporate may reasonably require.

5 Application and approval process

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

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

(a) take into account previous approvals under these by-laws provided to the Applicant and the Applicant's compliance with any conditions of previous approvals;

(b) request the Applicant to provide all information reasonably required to make a decision, where the Body Corporate may make as many requests as reasonably necessary; and

(c) grant its approval on reasonable and relevant conditions; or

(d) refuse any application if it is reasonable to do so.

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

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

6 Easements

6.1 An Owner or Occupier must:

(a) duly observe the obligations of any easement imposed on the Body Corporate to such extent as they may apply to an Owner or Occupier; and

(b) not, without the written approval of the Body Corporate, undertake or permit anything which may cause or contribute to a breach of any easement on the part of the Body Corporate.

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

PART B - INTERFERENCES

7 Noise and nuisances

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

(a) causes a nuisance or hazard;

(b) interferes unreasonably with the use or enjoyment of another Lot; or

(c) interferes unreasonably with the use or enjoyment of the Common Property by a person who is lawfully on the Common Property.

8 Obstruction

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

(a) obstruct, or permit the obstruction of, the lawful use of the Common Property or another Lot by someone else; or

(b) use as storage, or place items on, the Common Property (unless otherwise permitted under these by-laws).

9 Smoking

9.1 An Owner or Occupier must not Smoke, or permit any Visitors to Smoke:

(a) in a completely or substantially enclosed area on the Common Property;

(b) on the Common Property such that it causes a nuisance or hazard or interferes unreasonably with the use or enjoyment of another Lot or the Common Property; or

(c) in their Lot such that it causes a nuisance or hazard or interferes unreasonably with the use or enjoyment of another Lot or the Common Property.

10 Auctions

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

11 Garage sales

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

12 Parking

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

(a) park a Vehicle or allow a Vehicle to stand, on any part of the Common Property (other than in a designated cleaning bay or exclusive use area); or

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

13 Vehicles

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

14 Communications

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

(a) an annoyance;

(b) a nuisance;

(c) a hazard;

(d) an unreasonable interference;

(e) threatening or intimidating;

(f) defamatory; or

(g) anti-social.

PART C - WORKS

15 Damage

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

16 Common Property Improvements

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

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

17 Improvements to Body Corporate Items

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

(a) railings, parapets and balustrades on (whether precisely, or for all practical purposes) the boundary of a Lot and common property or the boundary of a Lot and another Lot;

(b) doors, fences, windows and associated fittings situated in a boundary wall separating a Lot from common property or the boundary of a Lot and another Lot;

(c) roofing membranes that are not common property but that provide protection for lots or common property;

(d) foundation structures;

(e) roofing structures providing protection; and

(f) essential supporting framework, including but not limited to load-bearing walls.

18 Lot Improvements

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

19 External appearance of a lot

19.1 The Owner or Occupier of a Lot must not make a change to the external appearance of the Lot (unless the change is minor and does not detract from the amenity of the Lot and its surrounds) if it will result in a change of the appearance of the Lot being visible from another Lot or the Common Property, or from outside the Scheme Land, without the Body Corporate's written approval.

20 Floor coverings

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

21 Treatment of Balconies and Terraces

21.1 All balconies and terraces shown on the approved drawings and documents for the development of the Scheme Land, are to remain unenclosed with no shutters, glazing, louvres or similar permanent fixtures other than those consistent with the relevant "Brisbane City Plan 2000 – Residential Code" and clearly depicted on the approved drawings.

PART D – REGULATION OF USE

22 Animals

22.1 Other than a person who has the right to be accompanied by an assistance animal under any statute, an Owner or Occupier must not, without the Body Corporate's written approval:

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

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

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

(a) ensure that when passing through common property the animal will be suitably restrained or carried;

(b) register the animal with the local council;

(c) ensure that the animal is kept within the Lot and not allowed to roam, dig, soil or otherwise damage Common Property or another Lot;

(d) dispose of any animal waste left on the Common Property immediately in a suitable garbage receptacle; and

(e) ensure the animal carries a name tag identifying the animal and its owner.

23 Alienation

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

(a) use, take, or in any other way appropriate any part of the Common Property for their sole or exclusive use unless authorised by another by-law;

(b) alienate in any way any part of the Common Property unless authorised by another by-law; or

(c) interfere with the lawful use and enjoyment of Common Property by other Owners or Occupiers.

24 Lot Owner Garbage

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

24.2 An Owner or Occupier must:

(a) keep its own garbage receptacle;

(b) keep such garbage receptacle in a clean and dry condition and adequately covered on:

(i) its Lot; or

(ii) a part of the Common Property designated by the Body Corporate for such purpose; and

(c) not deposit any garbage or other materials in a garbage receptacle designated for another Lot.

(d) comply with any local authority by-laws or local laws about the disposal of garbage that apply to the Scheme;

(e) place all recyclable rubbish in the recycling receptacles;

(f) keep their Lot free of pests and vermin;

(g) not, in disposing of garbage, adversely affect the health, hygiene or comfort of other Owners or Occupiers;

(h) not leave bulky items or furniture (including white goods) in the designated garbage receptacles, but must dispose of these items in a suitable place outside the Scheme land;

(i) not cause damage to the garbage receptacles;

(j) not overfill the garbage receptacles; and

(k) not allow rubbish to become stuck to the garbage receptacles or liquids to run in the garbage receptacles.

25 Dangerous substances

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

(a) used or intended to be used for domestic purposes; or

(b) fuel stored within a fuel tank of a vehicle, boat, or internal combustion engine in which the fuel is stored under the requirements of any law regulating the storage of flammable materials.

26 Removals

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

(a) reasonable notice being given to the Body Corporate (having regard to matters including, but not limited to, the amount and size of furniture to be moved); and

(b) taking adequate measures to prevent damage to the Common Property and any other Lot in the Scheme.

27 No interference

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

(a) interfere with, hinder, harass or otherwise obstruct contractors or employees engaged by the Body Corporate; or

(b) give instructions to contractors or employees on the Scheme Land engaged by the Body Corporate.

28 Interference with support, shelter, utility infrastructure

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

(a) support or shelter provided for a Lot or the Common Property;

(b) utility infrastructure or utility services; or

(c) body corporate assets.

29 Health and safety

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

(a) infectious disease which is present at the Scheme requiring notification by statute or ordinance;

(b) accident or incident causing personal injury or any property or other damage which occurs on Scheme Land; or

(c) other event that may affect the insurance of the Body Corporate, health or safety of owners or occupiers or may otherwise create liability for the Body Corporate.

30 Social functions

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

31 Use of lots

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

(a) residential purposes; or

(b) a home office that does not compete with the Caretaking Service Contractor; or

(c) if the Owner or Occupier is a Caretaking Service Contractor, for:

(i) the purposes of management of the Scheme;

(ii) the letting or sales of Lots in the Scheme on behalf of the Owners and the rendering of such other services to Owners and Occupiers; and

(iii) the letting and sales of Lots outside the Scheme and the rendering of such other services.

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

32 Letterbox

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

33 BBQ Area

33.1 Owners, Occupiers and their Visitors may use the barbecue facilities and area on the Common Property, subject to compliance with the following conditions:

(a) the facilities must not already be being used by another Owner, Occupier or Visitor;

(b) the use must not cause damage to the surface, fixtures or fittings of the barbecue area or facilities;

(c) the use must not cause a nuisance or hazard or interfere unreasonably with the use or enjoyment of another Lot or the Common Property;

(d) a person using the BBQ Area must be supervised if their conduct and capability reasonably requires them to be supervised; and

(e) the barbeque must be cleaned and tidied after use.

34 Pool

34.1 Owners, Occupiers and their Visitors may use the pool, subject to compliance with the following conditions:

(a) the use must not cause damage to the Scheme Land or Body Corporate assets;

(b) the use must not cause a nuisance or hazard or interfere unreasonably with the use or enjoyment of another Lot or the Common Property (through noise or otherwise);

(c) the use must not interfere with the maintenance or upkeep of the pool or the surrounding areas;

(d) a person using the pool must be supervised if their conduct and capability reasonably requires them to be supervised (as an example without limitation, a person who is not a confident swimmer must be supervised if they are not able to stand when using the pool);

(e) the pool and pool area must be left clean and tidy after use;

(f) animals (other than assistance animals) must not be brought into the area; and

(g) glass must not be brought into the area.

35 Security

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

(a) interfere or tamper with a Security Access Device;

(b) copy a Security Access Device;

(c) give a Security Access Device to a person other than an Owner, Occupier or Visitor; or

(d) use a Security Access Device to access a Lot or Common Property that they are not authorised to access.

36 Cleaning bays

36.1 Owners, Occupiers and their Visitors may use the cleaning bay, subject to compliance with the following conditions:

(a) the use must not cause damage to the designated cleaning bay area, body corporate asset, any Lot or the Common Property;

(b) the use must not cause a nuisance or hazard or interfere unreasonably with the use or enjoyment of another Lot or the Common Property;

(c) the use must not cause backlogs or a blockage in any drainage system;

(d) a person using the cleaning bay must be supervised if their conduct and capability reasonably requires them to be supervised;

(e) the use must not be for any purpose other than the cleaning of Vehicles; and

(f) a person using the cleaning bay must not allow a Vehicle to be parked longer than is reasonably necessary to use the designated cleaning bay for the cleaning of Vehicles.

37 Ablution

37.1 Owners, Occupiers and their Visitors may use the ablution facilities, subject to compliance with the following conditions:

(a) the use must not cause damage to the Common Property or body corporate assets;

(b) the use must not cause a nuisance or hazard or interfere unreasonably with the use or enjoyment of another Lot or the Common Property (through noise or otherwise);

(c) the ablution facilities must only be used for their intended purpose;

(d) the area must be left clean and tidy after use;

(e) a person using the ablution facilities must be supervised if their conduct and capability reasonably requires them to be supervised;

(f) belongings must not be left after their use; and

(g) Owners, Occupiers and their Visitors must not use or take more consumables than are required for the normal use of the ablution facilities.

38 Children's play area

38.1 Owners, Occupiers and their Visitors may use the children's play area, subject to compliance with the following conditions:

(a) the use must not cause damage;

(b) the use must not cause a nuisance or hazard or interfere unreasonably with the use or enjoyment of another Lot or the Common Property (through noise or otherwise);

(c) the use must not interfere with the maintenance or upkeep of the facilities;

(d) ensures that users of the children's play area are supervised if their conduct and capability reasonably requires them to be supervised;; and

(e) leaves the area clean and tidy after use.

PART E – EXCLUSIVE USE

39 Exclusive Use

39.1 The Owners of Lots identified in Schedule E are entitled to exclusive use of the areas allocated therein and as identified on the sketch plans marked "A", "B" and "C" attached.

39.2 Each Occupier of a Lot to which exclusive use attaches must:

(a) use it in a way not likely to interfere with the peaceful enjoyment of another Lot or the Common Property including another exclusive use area;

(b) use it only for the purpose for which the allocation is made; and

(c) keep it tidy and free from rubbish.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

Services Location Diagram

Pursuant to Section 66(1)(d)(ii) of the *Body Corporate and Community Management Act 1997*, annexed and marked "D", "E" and "F" are Service Location Diagrams identifying all service easements for Lots and the Common Property.

Statutory Easements

Pursuant to Section 66(1)(d)(iii) of the *Body Corporate and Community Management Act 1997*, each of the Lots and the Common Property to the extent applicable and necessary, is subject to and has the benefit of the following statutory easements as detailed in the Land Title Act 1994:

(a) Support (section 115N);

(b) In favour of Lots for utility services and utility infrastructure (section 115O);

(c) utility services and utility infrastructure (section 115P);

(d) shelter (section 115Q);

(e) projections (section 115R);

(f) maintenance of buildings close to the boundary (section 115S).

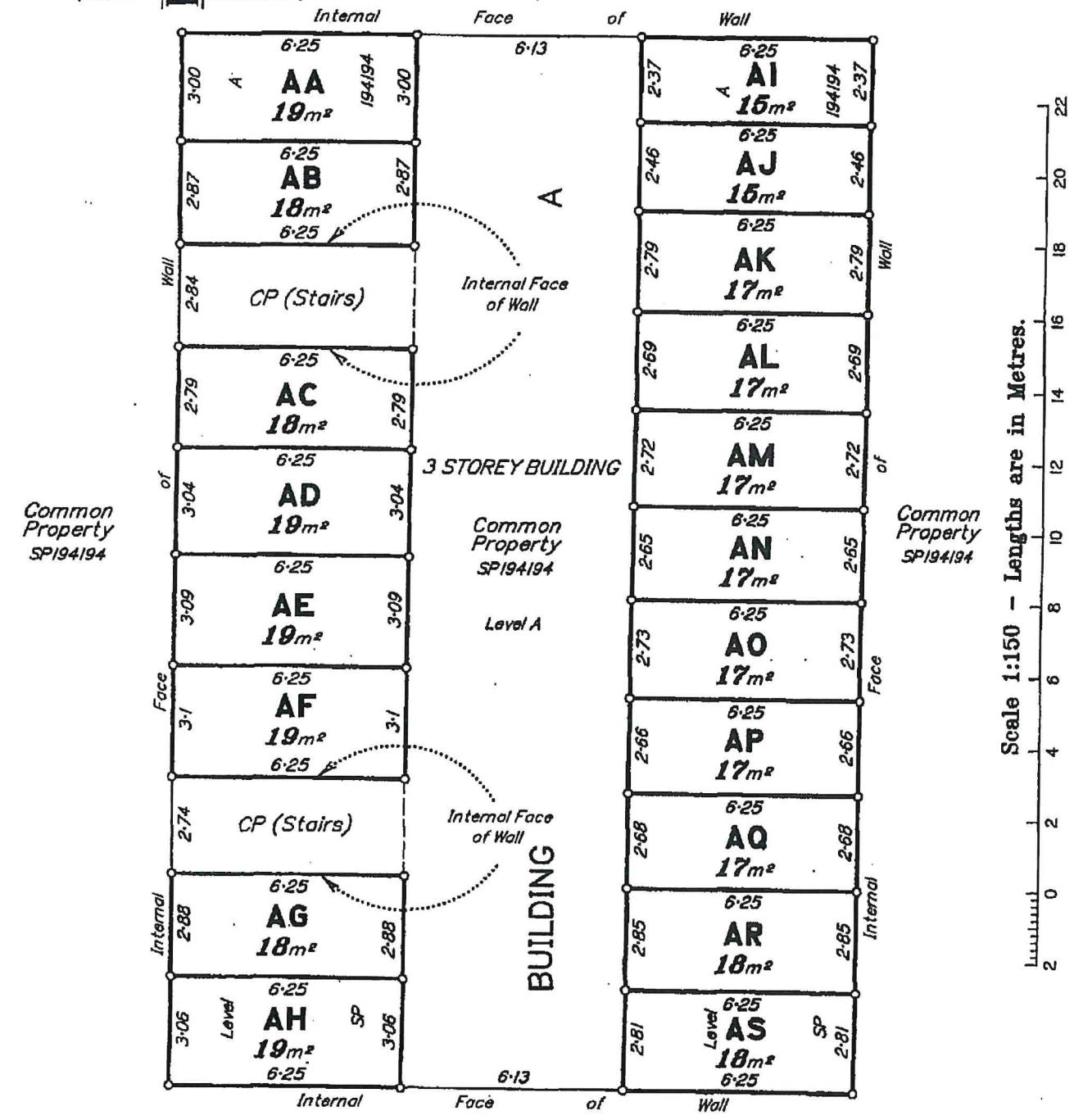
SCHEDULE E DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY

Lot on Plan	Exclusive use area	Purpose
Lot 1 on SP 285937	Areas AA and AB on attached plan marked "A"	Parking
Lot 1 on SP 285937	Area E5 on attached plan marked "C"	Storage
Lot 2 on SP 285937	Areas AI and AJ on attached plan marked "A"	Parking
Lot 2 on SP 285937	Area E6 on attached plan marked "C"	Storage
Lot 3 on SP 194194	Areas AR on attached plan marked "A"	Parking
Lot 4 on SP 194194	Area AO on attached plan marked "A"	Parking
Lot 5 on SP 194194	Areas AC and AD on attached plan marked "A"	Parking
Lot 6 on SP 194194	Area AK on attached plan marked "A:	Parking
Lot 7 on SP 194194	Area AL on attached plan marked "A"	Parking
Lot 8 on SP 194194	Area AM on attached plan marked "A"	Parking
Lot 9 on SP 194194	Areas AE and AF on attached plan marked "A"	Parking
Lot 10 on SP 194194	Areas AN and AS on attached plan marked "A"	Parking
Lot 11 on SP 194194	Areas AP and AQ on attached plan marked "A"	Parking
Lot 12 on SP 194194	Areas AG and AH on attached plan marked "A"	Parking
Lot 13 on SP 194194	Areas BA and BB on attached plan marked "A'	Parking
Lot 14 on SP 194194	Areas BC and BD on attached plan marked "A"	Parking
Lot 15 on SP 194194	Areas BE and BF on attached plan marked "A"	Parking
Lot 16 on SP 194194	Area BG on attached plan marked "A"	Parking
Lot 17 on SP 194194	Areas BK and BL on attached plan marked "A"	Parking
Lot 18 on SP 194194	Areas BI and BJ on attached plan marked "A"	Parking
Lot 19 on SP 194194	Area BR on attached plan marked "A"	Parking
Lot 20 on SP 194194	Areas BH and BS on attached plan marked "A'	Parking, car manoeuvring & storage
Lot 21 on SP 194194	Areas BM and BN on attached plan marked "A"	Parking
Lot 22 on SP 194194	Area BO on attached plan marked "A"	Parking
Lot 23 on SP 194194	Area BP on attached plan marked "A"	Parking
Lot 24 on SP 194194	Area BQ on attached plan marked "A"	Parking

Lot on Plan	Exclusive use area	Purpose
Lot 25 on SP 194195	Area CK on attached plan marked "B"	Parking
Lot 26 on SP 194195	Areas CA and CB on attached plan marked "B"	Parking
Lot 27 on SP 194195	Area CG on attached pan marked "B"	Parking
Lot 28 on SP 194195	Areas CH and CS on attached plan marked "B"	Parking
Lot 29 on SP 194195	Areas CI and CJ on attached plan marked "B"	Parking
Lot 30 on SP 194195	Areas CC and CD on attached plan marked "B"	Parking
Lot 31 on SP 194195	Areas CE and CF on attached plan marked "B"	Parking
Lot 32 on SP 194195	Area CR on attached plan marked "B"	Parking
Lot 33 on SP 194195	Area CL on attached plan marked "B"	Parking
Lot 34 on SP 194195	Areas CM and CN on attached plan marked "B"	Parking
Lot 35 on SP 194195	Areas CO and CP on attached plan marked "B"	Parking
Lot 36 on SP 194195	Area CQ on attached plan marked "B"	Parking
Lot 37 on SP 194195	Area DQ on attached plan marked "B"	Parking
Lot 38 on SP 194195	Areas DP and DO on attached plan marked "B"	Parking
Lot 39 on SP 194195	Areas DN and DM on attached plan marked "B"	Parking
Lot 40 on SP 194195	Area DX on attached plan marked "B"	Parking
Lot 41 on SP 194195	Area DF on attached plan marked "B"	Parking
Lot 42 on SP 194195	Areas DA and DR on attached plan marked "B"	Parking, car manoeuvring & storage
Lot 43 on SP 194195	Areas D3 and D4 on attached plan marked "B"	Parking
Lot 44 on SP 194195	Areas DY and DZ on attached plan marked "B"	Parking
Lot 45 on SP 194195	Areas DV and DW on attached plan marked "B"	Parking
Lot 46 on SP 194195	Areas DG on attached plan marked "B"	Parking
Lot 47 on SP 194195	Area DU on attached plan marked "B"	Parking
Lot 48 on SP 194195	Areas DS and DT on attached plan marked "B"	Parking
Lot 49 on SP 194195	Areas D1 and D2 on attached plan marked "B"	Parking
Lot 50 on SP 194195	Areas DL and DK on attached plan marked "B"	Parking
Lot 51 on SP 194195	Areas DJ and DI on attached plan marked "B"	Parking
Lot 52 on SP 194195	Area DH on attached plan marked "B"	Parking
Lot 53 on SP 194195	Areas DE and DD on attached plan marked "B"	Parking
Lot 54 on SP 194195	Areas DB and DC on attached plan marked "B"	Parking
Lot 55 on SP 194196	Area EA on attached plan marked "C"	Parking
Lot 55 on SP 194196	Areas EI and EV on attached plan marked "C"	Storage
Lot 55 on SP 194196	Area E1 on attached plan marked "C"	Outdoor use
Lot 56 on SP 194196	Area EM on attached plan marked "C"	Parking
Lot 56 on SP 194196	Area EX on attached plan marked "C"	Storage
Lot 56 on SP 194196	Area E2 on attached plan marked "C"	Outdoor use
Lot 57 on SP 194196	Areas EE and EF on attached plan marked "C"	Parking

Lot on Plan	Exclusive use area	Purpose
Lot 57 on SP 194196	Area E3 on attached plan marked "C"	Outdoor use
Lot 58 on SP 194196	Area EG on attached plan marked "C"	Parking
Lot 58 on SP 194196	Area EU on attached plan marked "C"	Storage
Lot 58 on SP 194196	Area E4 on attached plan marked "C"	Outdoor use
Lot 59 on SP 194196	Areas EJ and EK on attached plan marked "C"	Parking
Lot 59 on SP 194196	Area EW on attached plan marked "C"	Storage
Lot 60 on SP 194196	Area EB on attached plan marked "C"	Parking
Lot 60 on SP 194196	Area ET on attached plan marked "C"	Storage
Lot 61 on SP 194196	Area EN on attached plan marked "C"	Parking
Lot 61 on SP 194196	Area EY on attached plan marked "C"	Storage
Lot 62 on SP 194196	Areas EH and ES on attached plan marked "C"	Parking
Lot 63 on SP 194196	Areas EC and ED on attached plan marked "C"	Parking
Lot 64 on SP 194196	Area EL on attached plan marked "C"	Parking
Lot 65 on SP 194196	Areas EO and EP on attached plan marked "C"	Parking
Lot 66 on SP 194196	Areas EQ and ER on attached plan marked "C"	Parking
Lot 67 on SP 194196	Area FD on attached plan marked "C"	Parking
Lot 67 on SP 194196	Area F1 on attached plan marked "C"	Outdoor use
Lot 68 on SP 194196	Area FC on attached plan marked "C"	Parking
Lot 68 on SP 194196	Area FT on attached plan marked "C"	Storage
Lot 68 on SP 194196	Area F2 on attached plan marked "C"	Outdoor use
Lot 69 on SP 194196	Area FG on attached plan marked "C"	Parking
Lot 69 on SP 194196	Area FU on attached plan marked "C"	Storage
Lot 69 on SP 194196	Area F3 on attached plan marked "C"	Outdoor use
Lot 70 on SP 194196	Area FH on attached plan marked "C"	Parking
Lot 70 on SP 194196	Area FS on attached plan marked "C"	Storage
Lot 70 on SP 194196	Area F4 on attached plan marked "C"	Outdoor use
Lot 71 on SP 194196	Areas FA and FB on attached plan marked "C"	Parking
Lot 72 on SP 194196	Areas FM and FN on attached plan marked "C"	Parking
Lot 73 on SP 194196	Areas FE and FF on attached plan marked "C"	Parking
Lot 74 on SP 194196	Area FR on attached plan marked "C"	Parking
Lot 75 on SP 194196	Areas FI and FJ on attached plan marked "C"	Parking
Lot 76 on SP 194196	Areas FK and FL on attached plan marked "C"	Parking
Lot 77 on SP 194196	Area FQ on attached plan marked "C"	Parking
Lot 78 on SP 194196	Areas FO and FP on attached plan marked "C"	Parking

"A"



North Surveys Pty Ltd ACN 010 803 291 (trading as URBAN & RURAL), hereby certify that the details shown on this sketch plan are correct.

Director

22.02.08
Date

Sketch Plan of

Exclusive Use Areas AA–AS and BA–BS

in Common Property of MODA MELTON CTS

CTS No. 38227 (SP194194)

Parish :	Toombul	County :	Stanley
Locality :	Nundah	Local Auth. :	Brisbane City Council
Meridian :	CP901731	Map Ref. :	9543–33143 Scale : 1: 150

Sketch OK

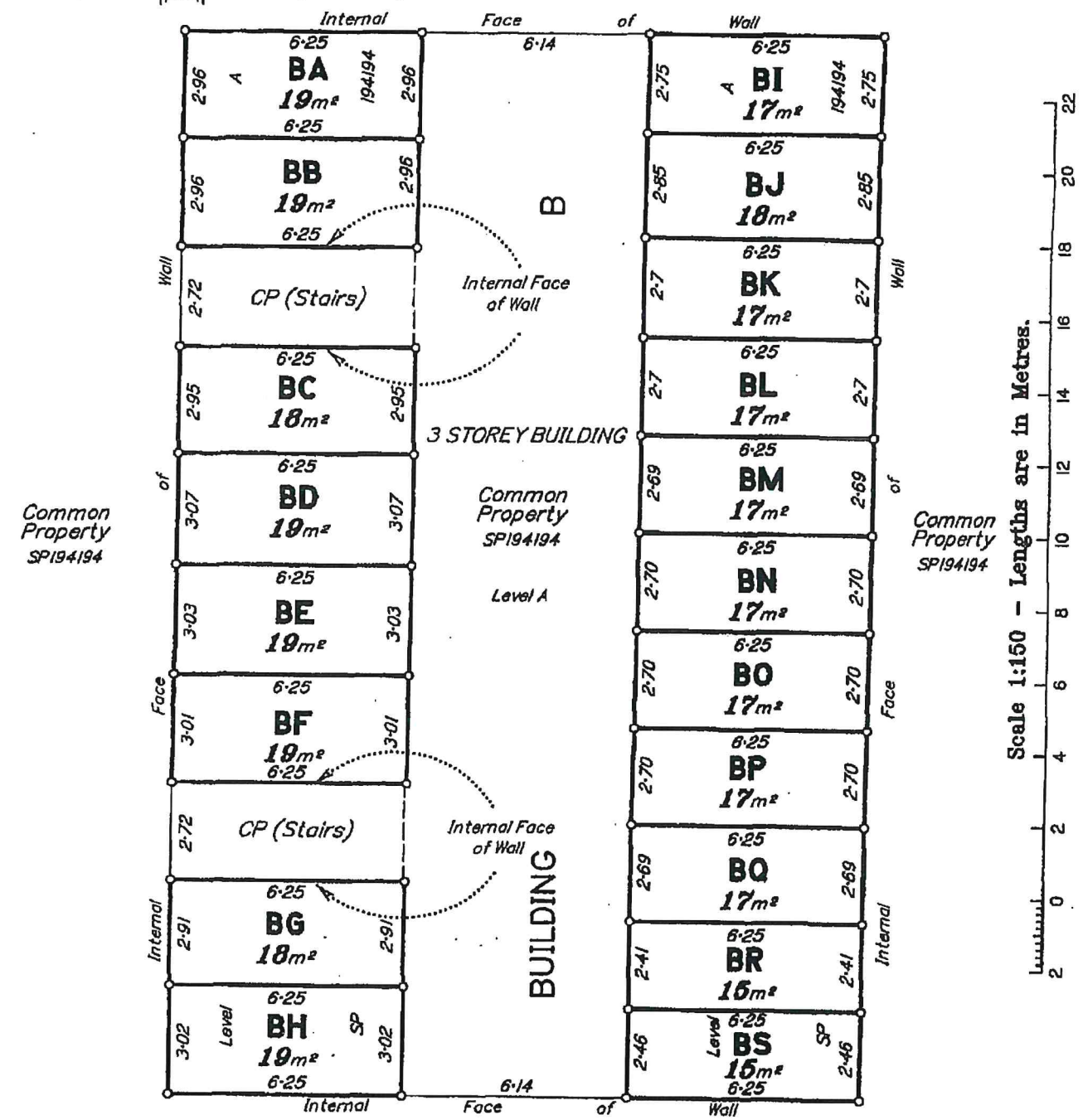
Successful Development
URBAN & RURAL
Planners • Development Consultants • Surveyors
Ph: (07) 3354 9720 www.northgroup.com.au

ENDORSED Cadastral Surveyor
ACCREDITED SURVEYOR 22-2-08

Sheet 1 of 2

Rev. 0

Dwg. 0769#007



Sketch OK

Sheet 2 of 2

Successful Development

URBAN & RURAL

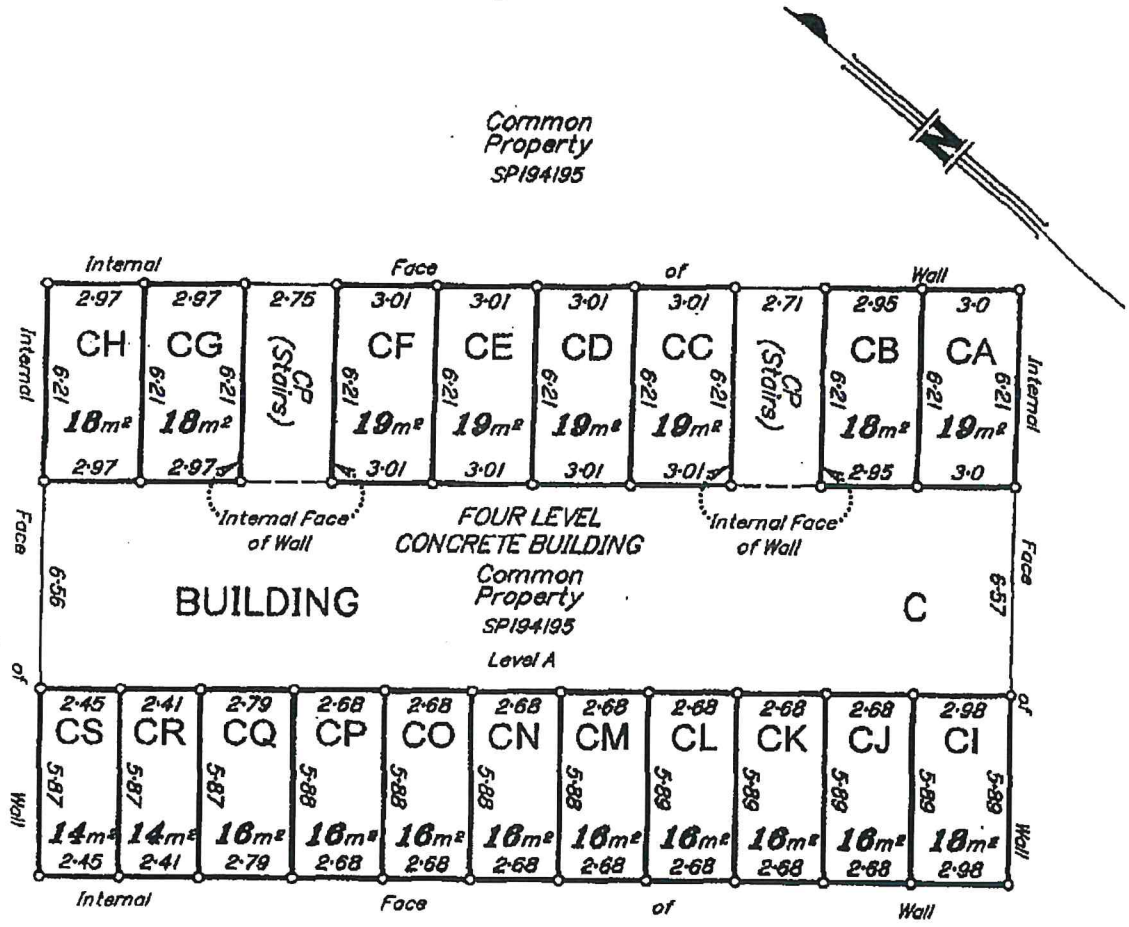
Planners • Development Consultants • Surveyors

Ph : (07) 3354 9720 www.northgroup.com.au

ENDORSED
ACCREDITED
SURVEYOR

Rev. 0 Dwg. 0769#007

"B"



Scale 1:200 – Lengths are in Metres.

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

North Surveys Pty Ltd ACN 010 803 291 (trading as URBAN & RURAL), hereby certify that the details shown on this sketch plan are correct.

Director

Date 8/5/09

Sketch Plan of

Exclusive Use Areas CA–CS, DA–DZ and D1–D3

in Common Property of MODA MELTON CTS

CTS No. 38227 (SP194195)

Parish :	*Toombul*	*County :*	*Stanley*
Locality :	*Nundah*	*Local Auth. :*	*Brisbane City Council*
Meridian :	*CP901731*	*Map Ref. :*	*9543–33143*

Scale : 1:200

Sketch OK

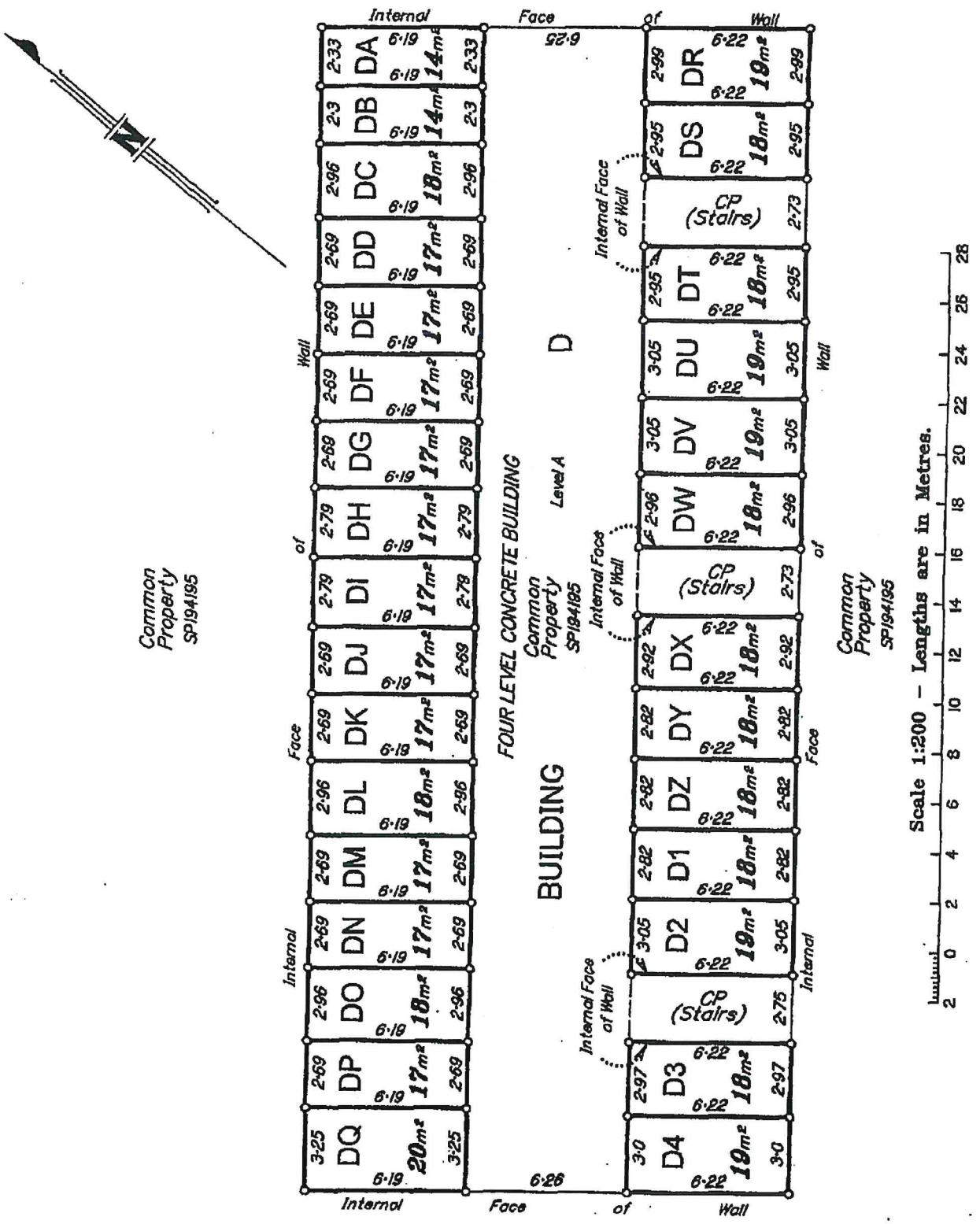
Sheet 1 of 2

Success in Development
URBAN & RURAL
Planners • Development Consultants • Surveyors

Ph : (07) 3284 9720 www.urbanandrural.com.au

ENDORSED ACCREDITED SURVEYOR
8/5/09

Rev. 0 Dwg. 0769#014

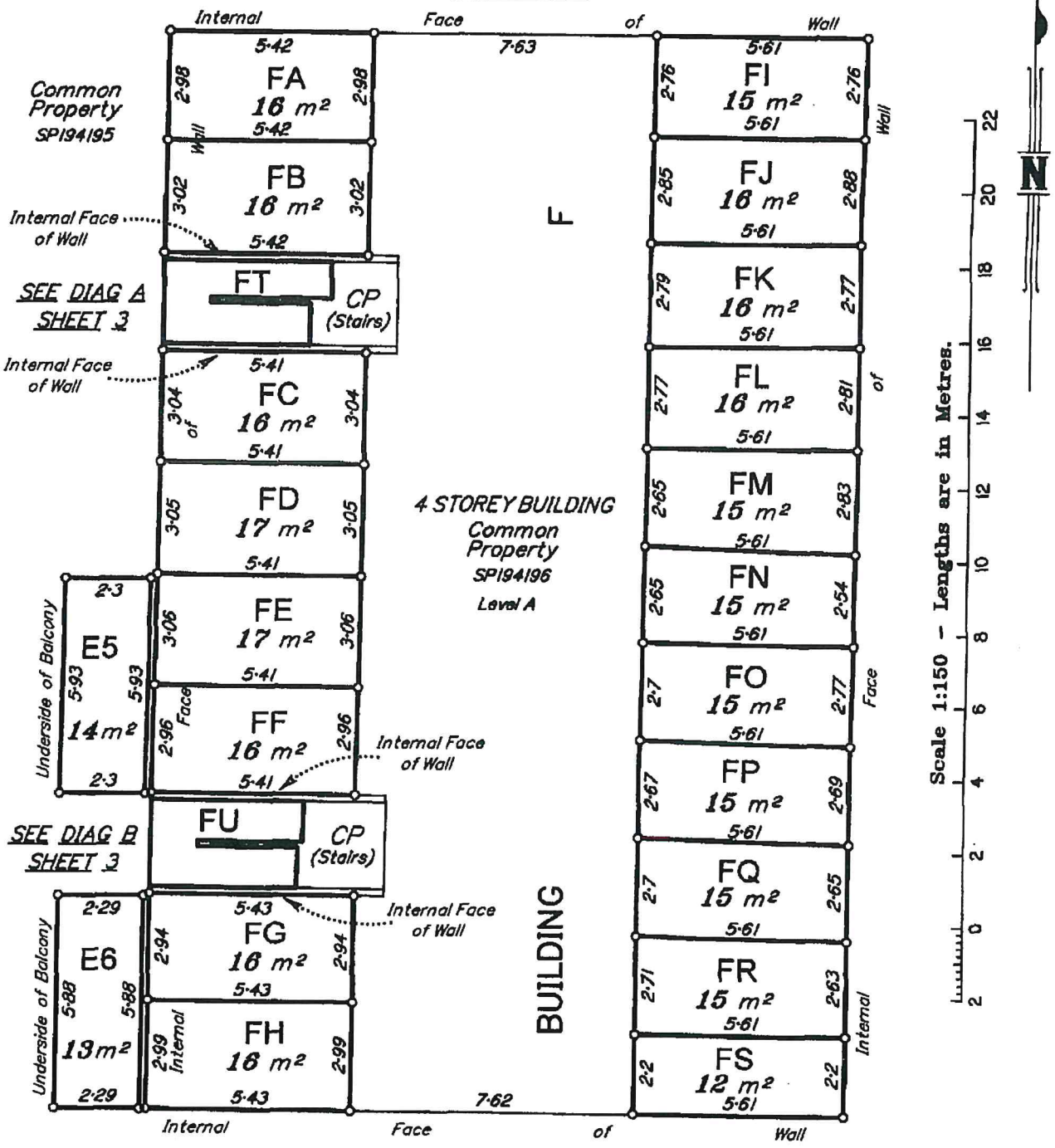


Success in Development
URBAN & RURAL
Planners • Development Consultants • Surveyors
Ph: (07) 3284 9720 www.urbanandrural.com.au

ENDORSED ACCREDITED SURVEYOR

Sketch OK
Sheet 2 of 2
Rev. 0 Dwg. 0769#014

Level A "C"



North Surveys Pty Ltd ACN 010 803 291 (trading as URBAN & RURAL), hereby certify that the details shown on this sketch plan are correct.

Director

3.06.2010
Date

Sketch Plan of

Exclusive Use Areas EA–EY, E1–E6, FA–FU and F1–F4

in Common Property of MODA MELTON CTS

CTS No 38227 (SP194196)

Parish :	Toombul	County :	Stanley
Locality :	Nundah	Local Auth. :	Brisbane City Council
Meridian :	CP901731	Map Ref. :	9543–33143 Scale : 1:150

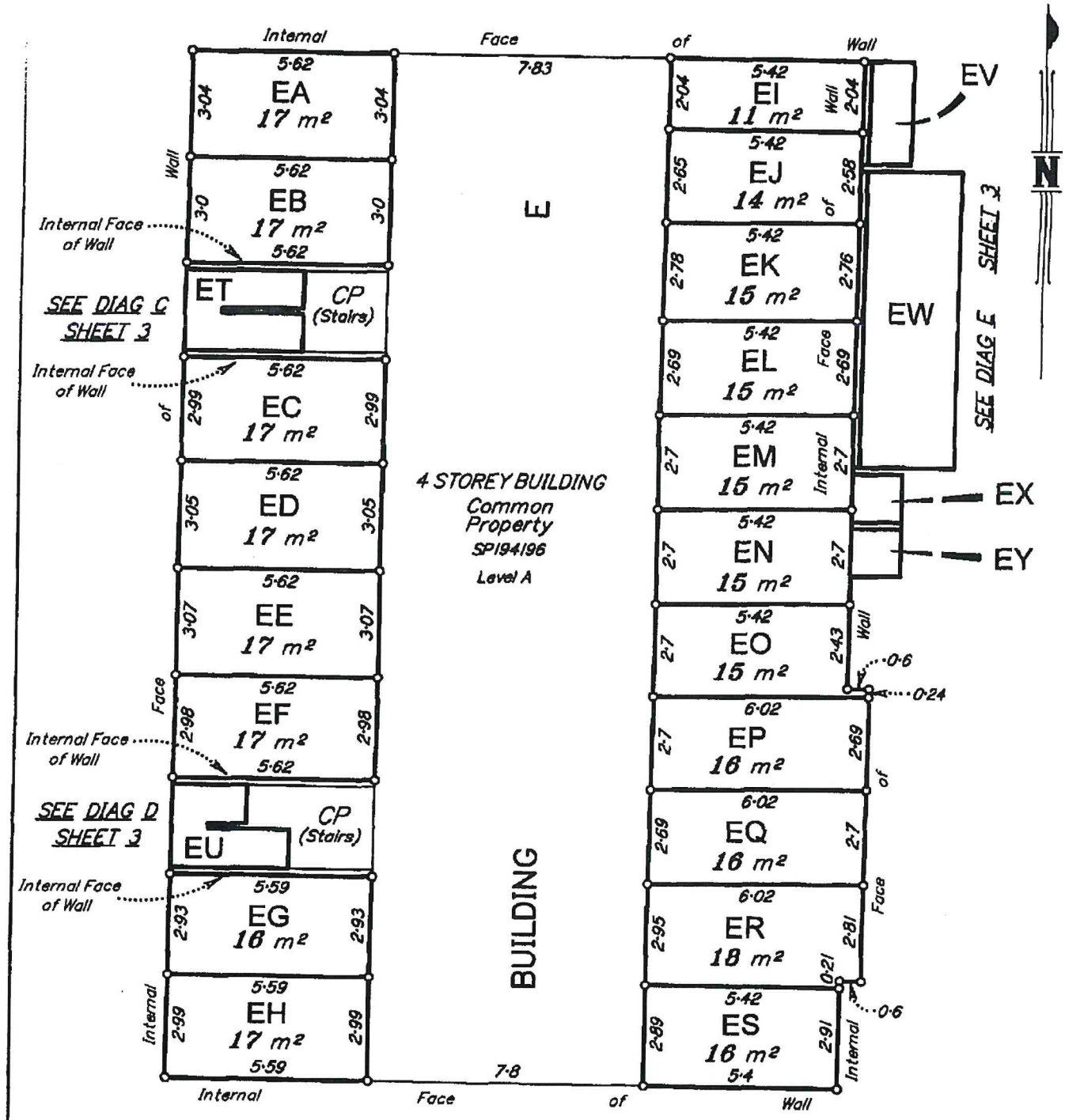
Sketch OK

Success in Development
URBAN & RURAL
Planners • Development Consultants • Surveyors
Ph : (07) 3354 9700 www.urbanandrural.com.au

ENDORSED ACCREDITED SURVEYOR
CS/Planner 30/6/10

Sheet 1 of 4

Rev. 0 Dwg. 0769#004



Level A

Scale 1:150 – Lengths are in Metres.

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

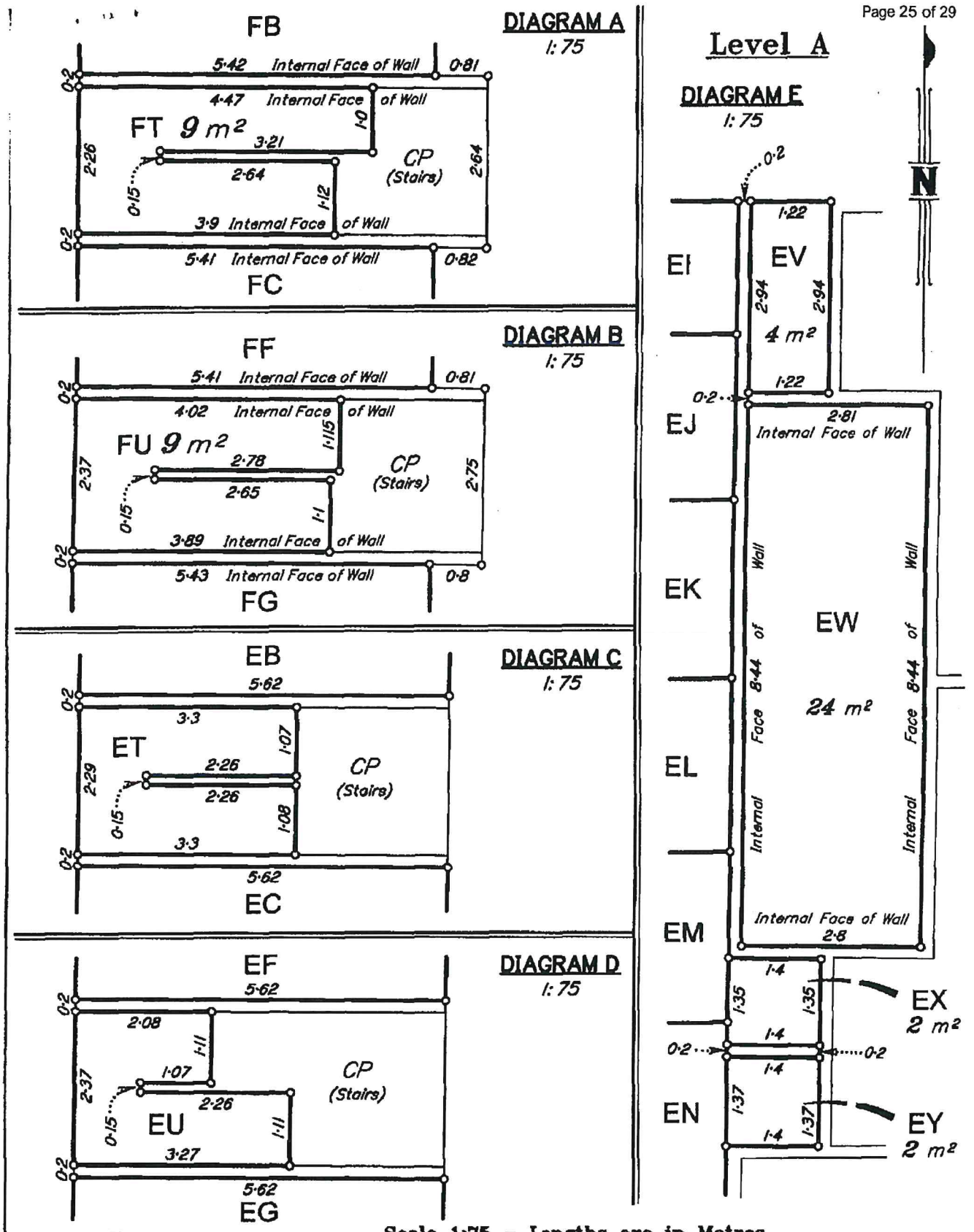
Sketch OK

Success in Development
URBAN & RURAL
Planners • Development Consultants • Surveyors
Ph (07) 3354 9720 www.urbanandrural.com.au

ENDORSED ACCREDITED SURVEYOR
6/6/10

Sheet 2 of 4

Rev. 0 Dwg. 0769#004



Scale 1:75 – Lengths are in Metres.

1 0 1 2 3 4 5 6 7 8 9 10 11

Sketch OK

Success in Development
URBAN & RURAL
Planners • Development Consultants • Surveyors

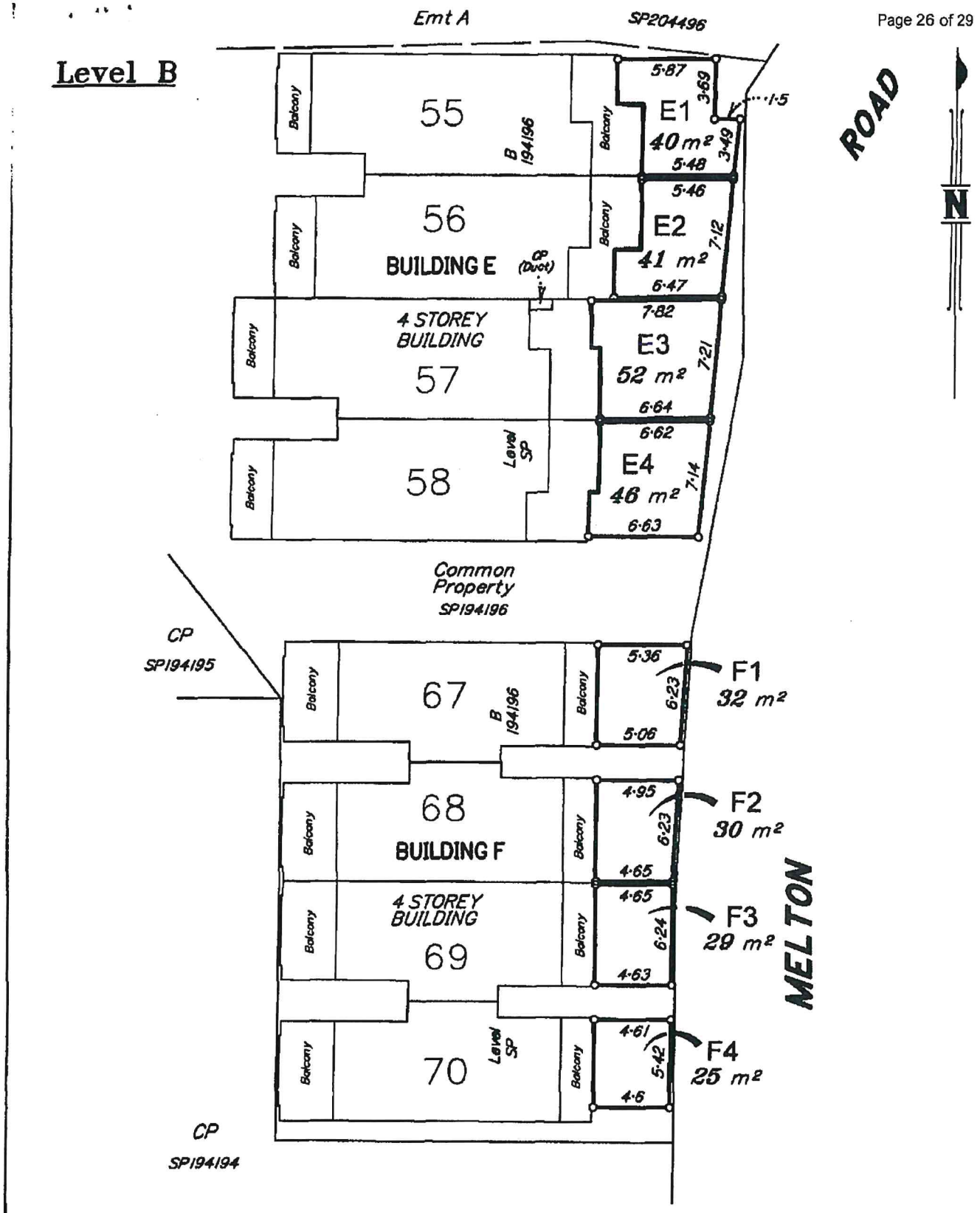
Ph. (07) 3354 9720 www.urbanandrural.com.au

Sketch ok
Planner
CS/Director
30/6/10

ENDORSED
ACCREDITED
SURVEYOR

Sheet 3 of 4

Rev. 0 Dwg. 0769#004



Scale 1:300 – Lengths are in Metres.

5 0 5 10 15 20 25 30 35 40 45

Sketch OK

Sheet 4 of 4

Success in Development
URBAN & RURAL
Planners • Development Consultants • Surveyors

Ph: (07) 3354 9720 www.urbanandrural.com.au

ENDORSED ACCREDITED SURVEYOR

Rev. 0 Dwg. 0769#004

Page 27 of 29

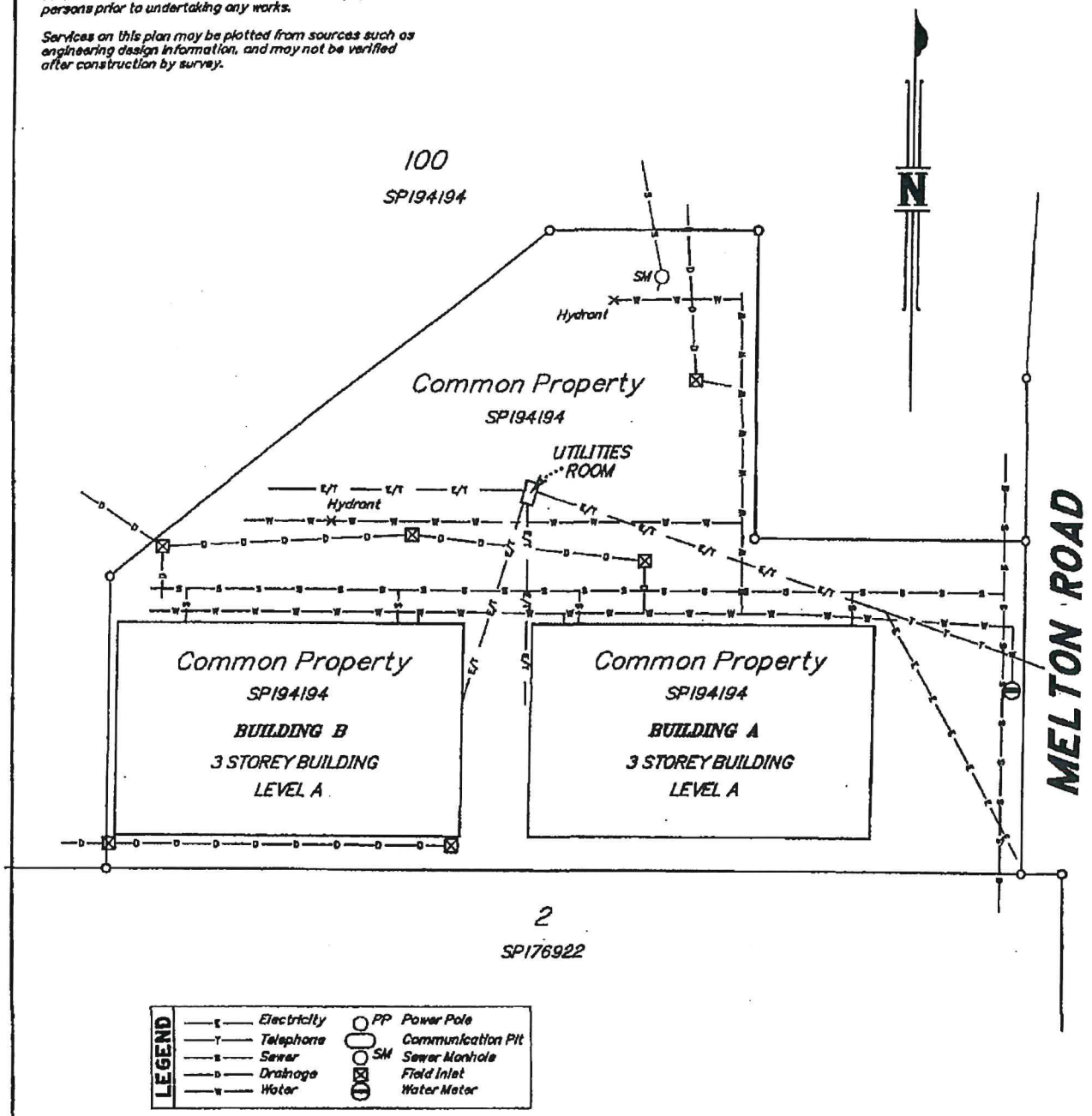
"D"

MODA MELTON CTS 38227
SERVICES LOCATION DIAGRAM

Important Note

This services location diagram discloses the existence of service easements for the purposes of s.66(1)(d) of BCCM, and should not be relied upon to excavate, design or construct near services, or for any other reason other than the intended purpose. Exact locations and depths of services on site should be obtained from suitably qualified persons prior to undertaking any works.

Services on this plan may be plotted from sources such as engineering design information, and may not be verified after construction by survey.



LEGEND

E	Electricity	PP	Power Pole
T	Telephone		Communication Pit
S	Sewer	SM	Sewer Manhole
D	Drainage		Field Inlet
W	Water		Water Meter

Scale 1:500 – Lengths are in Metres.

5 0 5 10 15 20 25 30 35 40 45 50 55 60 65 70

Successful Development
URBAN & RURAL
Planners • Development Consultants • Surveyors
Ph: (07) 3354 9720 www.urbanandrural.com.au

SERVICES LOCATION DIAGRAM
in the Common Property of MODA MELTON CTS
CTS No: 38227 (SP194194)
Sheet 1 of 1

Scale:	1:500	Dwg:	0769#011

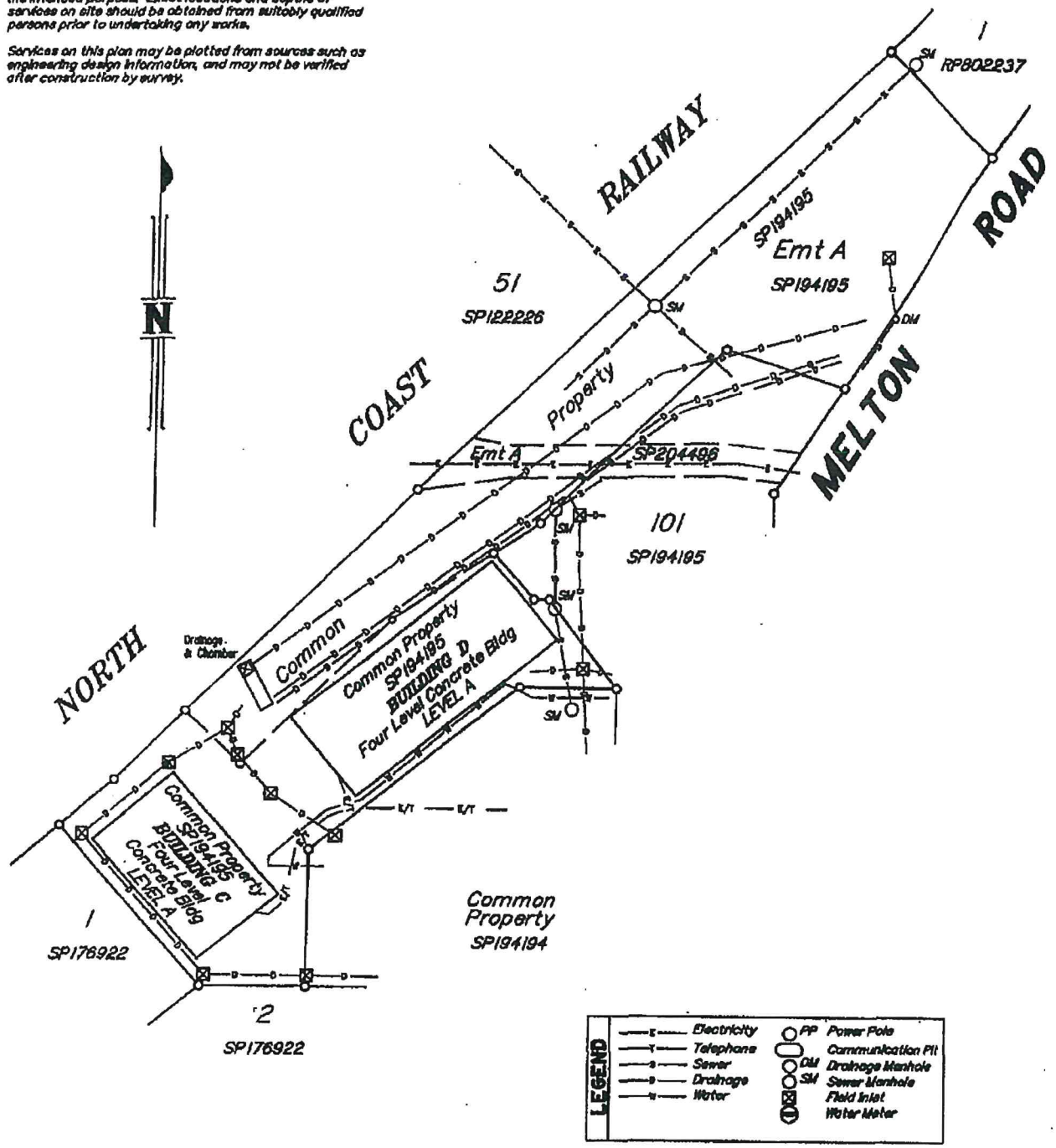
"E"

MODA MELTON CTS 38227
SERVICES LOCATION DIAGRAM

Important Note

This services location diagram discloses the existence of service easements for the purposes of s.65(1)(d) of BCCM, and should not be relied upon to excavate, design or construct near services, or for any other reason other than the intended purpose. Exact locations and depths of services on site should be obtained from suitably qualified persons prior to undertaking any works.

Services on this plan may be plotted from sources such as engineering design information, and may not be verified after construction by survey.



Scale 1:1000 – Lengths are in Metres.

10 0 10 20 30 40 50 60 70 80 90 100 110 120 130 140

Success in Development
URBAN & RURAL
Planners • Development Consultants • Surveyors
Ph: (07) 3364 9720 www.urbanandrural.com.au

Rev 0

SERVICES LOCATION DIAGRAM
in the Common Property of MODA MELTON CTS
CTS No: 38227 (SP194195)
Sheet 1 of 1

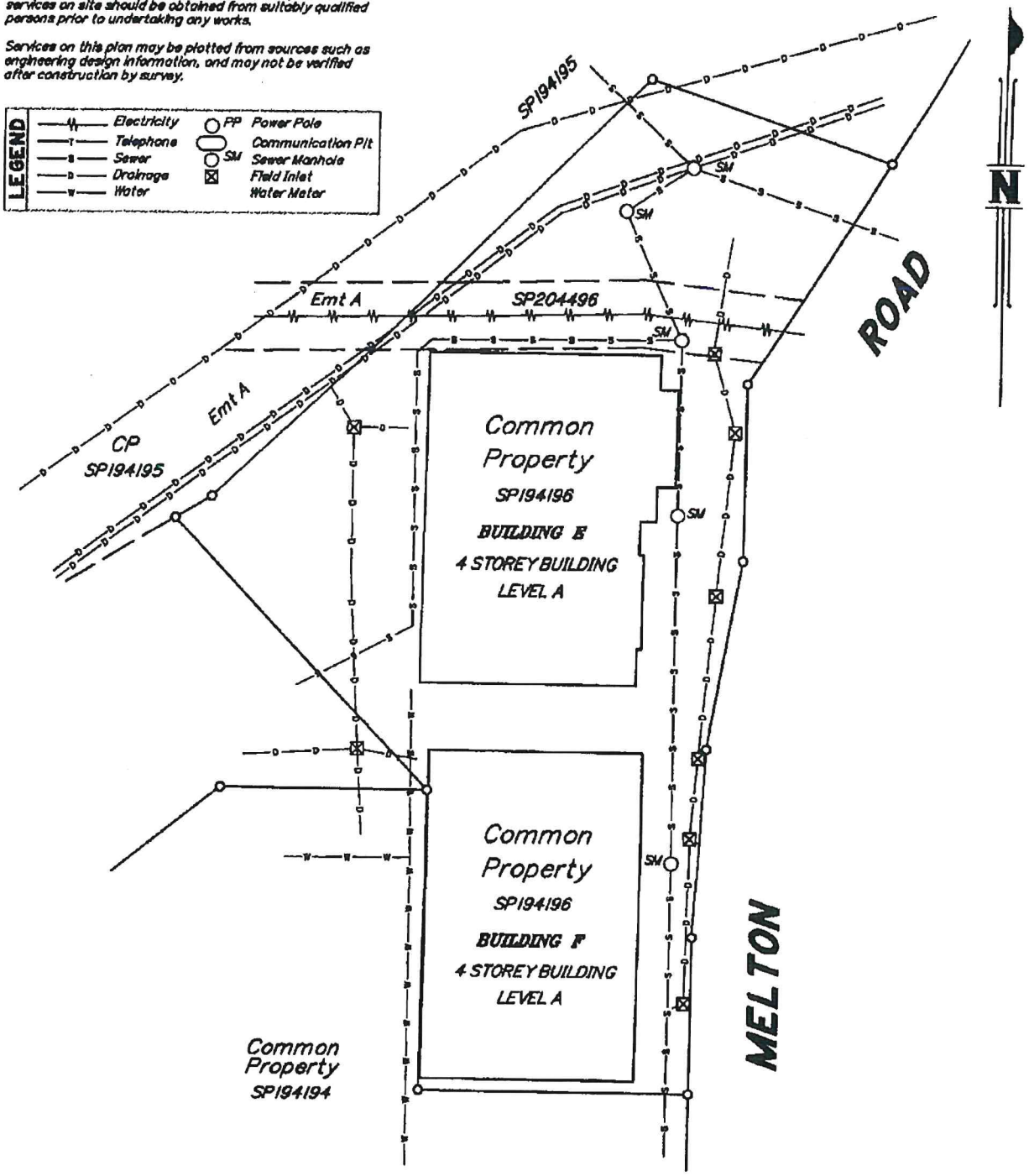
Scale: 1:1000 Dwg: 0769#012

MODA MELTON CTS
SERVICES LOCATION DIAGRAM

Important Note

This services location diagram discloses the existence of service easements for the purposes of s.66(1)(d) of BCCM, and should not be relied upon to excavate, design or construct near services, or for any other reason other than the intended purpose. Exact locations and depths of services on site should be obtained from suitably qualified persons prior to undertaking any works.

Services on this plan may be plotted from sources such as engineering design information, and may not be verified after construction by survey.



Scale 1:500 – Lengths are in Metres.

5 0 5 10 15 20 25 30 35 40 45 50 55 60 65 70

Success in Development
URBAN & RURAL
Planners • Development Consultants • Surveyors
Ph: (07) 3354 9720 www.urbanandrural.com.au

Rev 0

SERVICES LOCATION DIAGRAM
in the Common Property of MODA MELTON CTS
CTS No: 38227 (SP194196)
Sheet 1 of 1

Scale:	1:500	Dwg:	0769#013