

Dealing Number



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### Privacy Statement

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#### 1. Nature of request

REQUEST TO RECORD NEW COMMUNITY  
MANAGEMENT STATEMENT FOR UNICENTRAL  
COMMUNITY TITLES SCHEME 26649

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

BUGDEN ALLEN LAWYERS  
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BRISBANE QLD 4000  
TEL: 07 3905 9260  
EMAIL:  
KEVIN@BUGDENALLENLAWYERS.COM.  
AU

#### Lodger Code

BE 2480

#### 2. Lot on Plan Description

COMMON PROPERTY OF UNICENTRAL COMMUNITY  
TITLES SCHEME 26649

#### Title Reference

50258789

#### 3. Registered Proprietor/State Lessee

BODY CORPORATE FOR UNICENTRAL COMMUNITY TITLES SCHEME 26649

#### 4. Interest

NOT APPLICABLE

#### 5. Applicant

BODY CORPORATE FOR UNICENTRAL COMMUNITY TITLES SCHEME 26649

#### 6. Request

I HEREBY REQUEST THAT: THE NEW COMMUNITY MANAGEMENT STATEMENT DEPOSITED HERewith WHICH AMENDS ITEM 4, SCHEDULE C AND SCHEDULE E OF THE EXISTING COMMUNITY MANAGEMENT STATEMENT BE RECORDED AS THE COMMUNITY MANAGEMENT STATEMENT FOR UNICENTRAL COMMUNITY TITLES SCHEME 26649.

#### 7. Execution by applicant

/ /  
Execution Date

.....  
Applicant's or Solicitor's Signature

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

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

**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

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CMS LABEL NUMBER

1. **Name of community titles scheme**  
UNICENTRAL COMMUNITY TITLES SCHEME 26649

2. **Regulation module**  
ACCOMMODATION MODULE

3. **Name of body corporate**  
BODY CORPORATE FOR UNICENTRAL COMMUNITY TITLES SCHEME 26649

4. <b>Scheme land</b>	Title Reference
Lot on Plan Description	
COMMON PROPERTY OF UNICENTRAL COMMUNITY TITLES SCHEME 26649	50258789
LOTS 1 TO 20 ON SP126810	50394318 TO 50394337
LOTS 21 TO 40, 91 ON SP114831	50258790 TO 50258810
LOTS 41 TO 60 ON SP126809	50303586 TO 50303605
LOTS 61 TO 90 ON SP149948	50431113 TO 50431142

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



**SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS**

LOT ON PLAN	CONTRIBUTION	INTEREST
1 on SP126810	4	17
2 on SP126810	4	17
3 on SP126810	4	17
4 on SP126810	4	17
5 on SP126810	4	17
6 on SP126810	4	17
7 on SP126810	4	17
8 on SP126810	4	17
9 on SP126810	4	17
10 on SP126810	4	17
11 on SP126810	4	17
12 on SP126810	4	17
13 on SP126810	4	17
14 on SP126810	4	17
15 on SP126810	4	17
16 on SP126810	4	17
17 on SP126810	4	17
18 on SP126810	4	17
19 on SP126810	4	17
20 on SP126810	4	17
21 on SP114831	4	17
22 on SP114831	4	17
23 on SP114831	4	17
24 on SP114831	4	17
25 on SP114831	4	17
26 on SP114831	4	17
27 on SP114831	4	17
28 on SP114831	4	17
29 on SP114831	4	17
30 on SP114831	4	17
31 on SP114831	4	17
32 on SP114831	4	17
33 on SP114831	4	17
34 on SP114831	4	17
35 on SP114831	4	17
36 on SP114831	4	17

LOT ON PLAN	CONTRIBUTION	INTEREST
37 on SP114831	4	17
38 on SP114831	4	17
39 on SP114831	4	17
40 on SP114831	4	17
41 on SP126809	4	17
42 on SP126809	4	17
43 on SP126809	4	17
44 on SP126809	4	17
45 on SP126809	4	17
46 on SP126809	4	17
47 on SP126809	4	17
48 on SP126809	4	17
49 on SP126809	4	17
50 on SP126809	4	17
51 on SP126809	4	17
52 on SP126809	4	17
53 on SP126809	4	17
54 on SP126809	4	17
55 on SP126809	4	17
56 on SP126809	4	17
57 on SP126809	4	17
58 on SP126809	4	17
59 on SP126809	4	17
60 on SP126809	4	17
61 on SP149948	4	17
62 on SP149948	2	15
63 on SP149948	4	17
64 on SP149948	4	17
65 on SP149948	4	17
66 on SP149948	4	17
67 on SP149948	2	15
68 on SP149948	4	17
69 on SP149948	4	17
70 on SP149948	4	17
71 on SP149948	2	15
72 on SP149948	4	17
73 on SP149948	4	17
74 on SP149948	4	17



LOT ON PLAN	CONTRIBUTION	INTEREST
75 on SP149948	4	17
76 on SP149948	4	17
77 on SP149948	4	17
78 on SP149948	4	17
79 on SP149948	4	17
80 on SP149948	4	17
81 on SP149948	4	17
82 on SP149948	4	17
83 on SP149948	4	17
84 on SP149948	4	17
85 on SP149948	4	17
86 on SP149948	4	17
87 on SP149948	4	17
88 on SP149948	4	17
89 on SP149948	4	17
90 on SP149948	4	17
91 on SP114831	3	16
<b>TOTALS</b>	<b>357</b>	<b>1540</b>

<b>SCHEDULE B</b>	<b>EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND</b>
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Sections 66(1)(f) and (g) of the *Body Corporate and Community Management Act 1997* are not applicable.

SCHEDULE C	BY-LAWS
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## Part 1 – Interpretation

### 1. Purpose of these by-laws

These by-laws are intended to regulate the behaviour of people in *Unicentral* to:

- (a) ensure the safety, comfort and wellbeing of residents;
- (b) promote a sense of community;
- (c) protect its special environment; and
- (d) reduce conflict.

### 2. Meaning of words and phrases

In these by-laws the following definitions apply unless the context requires another interpretation:

- (a) **Accommodation Module** means the Body Corporate and Community Management (Accommodation Module) Regulation 2008;
- (b) **Act** means the *Body Corporate and Community Management Act* 1997, as amended or replaced from time to time;
- (c) **Body Corporate** means the body corporate for the Scheme;
- (d) **Body Corporate Committee** or **Committee** means the committee of the Body Corporate within the meaning of the Act;
- (e) **Caretaker** means the on-site caretaker engaged by the Body Corporate from time to time as a caretaking service contractor for the Scheme;
- (f) **CMS** means this community management statement;
- (g) **Hazardous Materials** means materials which have explosive, flammable, poisonous, corrosive, toxic, eco-toxic or infectious characteristics;
- (h) **Heavy Vehicle** means a motor vehicle in excess of three (3) tonnes weight loaded and includes, irrespective of their weight, mobile homes, camper vans, water craft and motor homes;
- (i) **Occupier** includes:
  - (i) an Owner residing in or occupying a lot;
  - (ii) any other person residing in or occupying a lot;
  - (iii) a person who is staying in a lot on an overnight or temporary basis; and
  - (iv) a non-resident or non-occupying Owner where the by-law can reasonably apply to the Owner;
- (j) **Original Owner** means the original owner as defined under the Act;
- (k) **Owner** means the registered owner of a lot within the Scheme;
- (l) **Scheme** means the community titles scheme to which this community management statement relates;
- (m) **Scheme Land** means all or any part of the lots and common property within the Scheme; and
- (n) **Vehicle** means any motor vehicle including, without limitation, a motorbike, but excludes a Heavy Vehicle.

### 3. Interpretation

In these by-laws:

- (a) headings are for convenience only and do not affect interpretation;
- (b) the words “approved signage” mean signage, the content and display of which have been approved by the Committee,



and unless the context indicates a contrary intention, these general rules of interpretation apply in these by-laws:

- (c) words and phrases defined in the Act or Module have the meanings so defined, unless they are otherwise defined, or their meanings varied, in the first by-law;
- (d) an obligation or a liability assumed by, or a right conferred on, 2 or more persons binds or benefits them jointly and severally;
- (e) person includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (f) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation;
- (g) a reference to a document (including this document) is to that document as varied, novated, ratified or replaced from time to time;
- (h) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (i) a word importing the singular includes the plural (an vice versa), and a word indicating a gender includes every other gender;
- (j) a reference to a party, by-law, schedule, exhibit, attachment or annexure is a reference to a party, by-law, schedule, exhibit, attachment or annexure to or of this CMS, and a reference to this CMS includes all schedules, exhibits, attachments and annexures to it;
- (k) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning; and
- (l) includes in any form is not a word of limitation.

#### 4. Consents

Unless otherwise provided, any consent required to be given under these by-laws may be given:

- (a) by the Committee; and
- (b) with or without conditions.

#### 5. Severance

If any of these by-laws are for any reason unenforceable in whole or in part, they shall for all purposes be severed and the remaining by-laws or parts shall continue to have full force and effect.

## Part 2 – Conduct

#### 6. Noise and annoyance

- 6.1 An Occupier must not, whilst on Scheme Land, create noise likely to interfere with the peaceful enjoyment of another person lawfully on Scheme Land.
- 6.2 If at any time noise is unavoidable in a lot, the Occupier must take all practical and reasonable steps to minimise the interference to other Occupiers, including the closing of doors, windows and curtains.
- 6.3 Occupiers must request that their invitees leaving the Scheme Land before 7.00am or after 11.00pm do so quietly.



6.4 Occupiers returning to their lot before 7.00am or after 11.00pm must do so quietly.

## **7. Behaviour of occupants**

7.1 An Occupier when on common property must be adequately clothed having regard to the area where they are and must not use language or behave in a manner likely to cause offence or embarrassment to another Occupier or to a person lawfully on the common property.

7.2 An Occupier must not use, or permit the use of, the 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 included in the Scheme; or
- (c) interferes unreasonably with the use or enjoyment of the common property by a person who is lawfully on the common property.

7.3 Without limiting paragraph 7.2 of this by-law, an Occupier must not store or leave unattended upon the common property any surfboard, surf ski, wind surfer, sail board, boat, trailer, caravan, bicycle, shelter, furniture, equipment or other object which is likely to interfere unreasonably with the use or enjoyment of the common property by a person who is lawfully on the common property.

7.4 An Occupier must not carry out repairs or restorations to any Vehicle on the common property or on any part of their lot which is visible from another lot, the common property or outside the Scheme Land.

## **8. Behaviour of invitees**

8.1 An Occupier must use their best endeavours to ensure that their invitees do not behave in a way likely to interfere with another person's peaceful enjoyment of another lot or the common property. Without limitation, this includes an obligation to use their best endeavours to:

- (a) supervise the way in which their invitees use and enjoy the common property; and
- (b) ensure their invitees comply in all respects with the by-laws.

8.2 A non-resident or non-occupying lot Owner must provide any tenant or occupier of their lot with:

- (a) a copy of the by-laws; and
- (b) details of all communications from the body corporate relating to matters dealt with in the by-laws, including complaints relating to the tenant or occupier.

## **9. Communication with Committee**

9.1 Any Occupier who wishes to communicate with the Committee, the Body Corporate or the body corporate manager must observe the following communication protocol:

- (a) communicate succinctly by email or letter, which may be delivered by way of an email or addressed to the secretary, care of the body corporate manager;
- (b) the communication must be reasonable, respectful and constructive and be consistent, both as to content and expression, with a quality business communication; and
- (c) communications must not be unduly frequent or voluminous so as to cause nuisance or inconvenience to the receiver.

9.2 If the subject matter of the communication is:

- (a) urgent, the body corporate manager will decide what immediate action (if any) should be taken and, if necessary, organise a vote outside of Committee; and
- (b) not urgent, it will be dealt with at the next meeting of the committee.



9.3 The Committee and the body corporate manager have the right to disregard, and not respond to, any communication that they reasonably consider to be non-compliant with the above communication protocol.

**10. Children on common property**

10.1 An Occupier must, in respect of accompanying children who are under the age of 12 years:

- (a) supervise them while they are on common property; and
- (b) exercise effective control over them while they are playing in areas of possible danger or hazards including, without limitation, the roads and lakeside.

10.2 An Occupier must take reasonable steps to ensure:

- (a) children do not ride skates, skateboards, scooters or roller blades on the road; and
- (b) children under the age of 12 years do not ride a bicycle on the road unless they are accompanied by an adult who is riding another bicycle and exercising effective control over them.

**11. Rubbish and things on common property**

An Occupier must not leave rubbish or other things on the common property in a way or place likely to interfere with the enjoyment of the common property by someone else.

**12. Garbage disposal**

12.1 An Occupier must comply with all local authority by-laws and ordinances relating to the disposal of garbage.

12.2 An Occupier must ensure that the health, hygiene and comfort of other Occupiers are not adversely affected by their disposal of garbage.

12.3 Without limiting the provisions of this by-law, an Occupier must maintain within their lot, or on such part of the common property as may be authorised by the Body Corporate, in clean and dry condition and adequately covered, a receptacle for garbage.

**13. Obstruction**

An Occupier must not obstruct the lawful use of the common property by someone else except on a temporary and non-recurring basis.

**14. Smoking**

14.1 An Occupier must ensure that smoke arising from the smoking of tobacco or other substances by a person within the lot does not enter the airspace of the common property or any other lot.

14.2 An Occupier must not smoke or allow their invitee to smoke tobacco or other substances on the common property, except in any area designated by the Committee as a smoking area and then, only in accordance with approved signage displayed in that area.

14.3 Smoking of illegal substances while on the Scheme Land is prohibited in all circumstances.

**15. Keeping of animals**

15.1 Subject to section 181 of the Act (relating to guide, hearing and assistance dogs), an Occupier must not:



- (a) bring or keep an animal on a lot or the common property; or
- (b) permit an invitee to bring or keep an animal on a lot or the common property.

15.2 The restriction in sub-paragraph (1) of this by-law does not apply if the Occupier sought and obtained the written consent of the Body Corporate prior to bringing or keeping the animal on the lot or common property.

15.3 A consent under sub-paragraph (2) of this by-law:

- (a) may not be given while an Occupier is in breach of the restriction in sub-paragraph (1); and
- (b) may be given subject to conditions, including without limitation, that the animal must:
  - (i) be restrained or carried while on common property;
  - (ii) not cause a nuisance or hazard to other persons; and
  - (iii) be exercised and kept in healthy and good condition having regard to best animal husbandry practice.

15.4 An Occupier who brings or keeps an animal onto the Scheme Land must take such action as necessary to clean all areas that are soiled by the animal.

15.5 In the event that a condition imposed under sub-paragraph (3) or (4) of this by-law is not complied with on at least 4 occasions in any one year, the Body Corporate may by notice in writing require the Occupier to remove the animal from the Scheme Land and the Occupier must comply with that notice.

## 16. **Swimming pool area**

The following rules must be observed by Occupiers when using the Swimming Pool:

- (a) persons using the Swimming Pool do so at their own risk and the Body Corporate will not be responsible for any injury, damage or loss that may be sustained because of such use;
- (b) the hours of use each day are between 7.00 am to 9.00 pm;
- (c) childproof gates to the Swimming Pool must be kept closed when not in immediate use;
- (d) children under the age of 12 years, whilst inside the safety fencing, must be under the supervision of a responsible adult over the age of 18 years exercising effective control;
- (e) no diving into the Swimming Pool;
- (f) no jumping into the Swimming Pool to cause excessive splashing (e.g. dive bombing);
- (g) approved signage around the Swimming Pool must always be observed;
- (h) every effort should be made to avoid or minimise the taking of glass drinking glasses or glass storage containers inside the pool safety fence area;
- (i) under no circumstances are glass drinking glasses or glass storage containers to be taken below the steps leading down to the Swimming Pool;
- (j) in other areas within the safety fencing glass items must be stored and used in such a way as to minimise the risk of breakage; and
- (k) no offensive behaviour.

## 17. **Tennis court**

17.1 The following rules must be observed by Occupiers when using the tennis courts:

- (a) persons using the tennis courts do so at their own risk and the Body Corporate will not be responsible for any injury, damage or loss that may be sustained because of such use;
- (b) the hours of use each day are between 7.00 am to 9.00 pm;



- (c) children under the age of 12 years, whilst on or near the tennis courts must be under the supervision of a responsible adult over the age of 18 years exercising effective control;
- (d) a 90-minute maximum time limit applies to each reservation, but this limit may be exceeded if at the time the limit expires there is no following reservation and no other person waiting to use the tennis court;
- (e) persons using the tennis courts must be suitably attired and must either have bare feet or wear non-marking rubber soled sports shoes; and
- (f) any official signage displayed in the area must be observed.

17.2 After using the tennis courts an Occupier must:

- (a) remove all personal equipment and effects;
- (b) switch off the lights (if appropriate); and
- (c) close the gate to the courts.

### **Part 3 – Preservation of building and common grounds**

#### **18. Damage to building and common property**

- 18.1 An Occupier must not, without the written consent of the Body Corporate mark, paint or drive nails, screws or other objects into, or otherwise damage or deface, a structure that forms part of the common property;
- 18.2 An Occupier who damages the common property, or whose invitees, servants, agents or contractors damage the common property, may be held liable to compensate the Body Corporate for the reasonable costs of repairs and such costs will be recoverable from the Occupier according to law.
- 18.3 An Occupier must promptly give notice to the Body Corporate of any damage to or defects in the common property, including common property buildings, which require maintenance or other attention.

#### **19. Preserving gardens and grounds**

An Occupier must not, except with the written consent of the Body Corporate:

- (a) damage a lawn, garden, tree, shrub, plant or flower on common property; or
- (b) use a part of the common property as a garden.

#### **20. Preserving fire safety**

An Occupier must not do anything that is likely to affect the operation of fire safety devices or to reduce the level of fire safety in the lots or common property.

#### **21. Storage of Hazardous Materials**

- 21.1 An Occupier must not, without the written consent of the Body Corporate store Hazardous Materials on the common property.
- 21.2 An Occupier must not, without the written consent of the Body Corporate, store Hazardous Materials on the lot unless the substance is used or intended for use for domestic purposes or for normal commercial use and does not pose a danger or hazard to other persons.

21.3 This by-law does not apply to the storage of fuel in:



- (a) the fuel tank of a motor vehicle, boat or internal combustion engine; or
- (b) a tank kept on a motor vehicle or boat in which the fuel is stored under the requirements of the law regulating the storage of flammable liquid.

## 22. Notification of defects or damage

If an Occupier becomes aware of a defect in the common property or damage to the common property, the Occupier must bring the matter to the attention of the Body Corporate.

## 23. Entry by Body Corporate

An Occupier permits the Body Corporate and its agents, at all reasonable times with reasonable notice (except in case of emergency when notice is not required), to enter a lot for the purpose of:

- (a) inspecting, maintaining, repairing or renewing pipes, wires, cables and ducts in a lot that is capable of being used in connection with the enjoyment of any other lot or common property;
- (b) maintaining, repairing or renewing common property; or
- (c) ensuring that the by-laws are being observed.

## 24. Attachments to common property

24.1 An Occupier must not without the written consent of the Body Corporate attach anything to or place anything on common property, which includes common property area of courtyards, in a permanent way. Examples of items to which this by-law applies:

*Enclosures, retractable sun blinds, air conditioning units, solar panels, satellite dishes and clothes lines.*

24.2 Anything attached to the common property pursuant to a consent under sub-paragraph (1) must be attached in a temporary way so as to ensure that it does not become a fixture within the meaning of the law.

24.3 Anything attached to or placed upon the common property by an Occupier shall not become part of the common property but shall remain the property of the Owner to which that thing relates and such Owner shall be responsible for:

- (a) maintaining it in good condition;
- (b) any loss or damage which may result to the common property or to the property or person of others as a consequence of the presence or use of such thing; and
- (c) removing it when it is no longer required.

24.4 The terms of sub-paragraph (3) of this by-law shall also apply to things attached to or placed on common property which were so attached or placed before the making of this by-law.

## 25. Signs on common property

25.1 An Occupier must not, without the written consent of the Body Corporate, place or allow to be placed a sign on common property or permit any such sign to remain on common property.

25.2 Sub-paragraph (1) does not apply to a real estate advertising sign for the sale or letting of the lot if the sign is:

- (a) of a reasonable size and type; and
- (b) not displayed for longer than 6 weeks in any 6 month period.



**26. External appearance of lot**

An Occupier must not, without the written consent of the Body Corporate:

- (a) make a change to the external appearance of their lot unless the change is minor and does not detract from the appearance of the building or the amenity of the lot, its surrounds or the common property;
- (b) hang washing, bedding or another cloth article on a balcony or patio of a lot if the article is visible from another lot, the common property or outside the Scheme Land;
- (c) place barbecues, pot plants or similar such items on a balcony or patio of a lot; and
- (d) display a sign, advertisement, placard, banner, pamphlet or similar article within their lot if the article is visible from another lot, the common property or outside the Scheme Land.

**27. Security**

27.1 All Occupiers, individually and collectively, are responsible for the security of the Scheme.

27.2 All security equipment installed:

- (a) on common property and used in connection with the provision of security for the Scheme Land shall be the property of the Body Corporate and the cost of maintenance and repairs shall be at the expense of the Body Corporate; and
- (b) in a lot shall be maintained at the cost and expense of the Owner of the lot.

27.3 In the event of a malfunctioning of the security equipment in a lot, the Occupier of the lot shall allow the Body Corporate, its agents, representatives, employees or contractors to enter the lot, with 1 days' notice except in case of emergency, immediate entry, and attend to the repair or maintenance of the security equipment as required at the cost of the Owner of the lot.

**Part 4 – Vehicles****28. Vehicles**

28.1 An Occupier must not, without the written consent of the Body Corporate:

- (a) drive a Heavy Vehicle or allow a Heavy Vehicle to be driven on the common property;
- (b) park a Vehicle, or allow a Vehicle to stand, on the common property (other than in an exclusive use area allocated to the Occupier's lot);
- (c) permit an invitee to park a Vehicle, or allow a Vehicle to stand, on the common property (other than in a designated visitor car parking space); and
- (d) park or stand any Vehicle in any areas not set aside for visitor car parking.

28.2 An Occupier must ensure that Vehicles parked within the Scheme Land are clean, roadworthy and registered under an Australian State law.

28.3 Any approval given under this by-law must state the period for which it is given and may be withdrawn at any time during that period by the secretary of the Body Corporate giving 7 days written notice to the Occupier.

**29. Visitor car parking**

Subject to any law to the contrary, visitor car parking areas are for casual short-term parking of Vehicles by visitors according to the following rules:

- (a) a maximum limit of 4 hours shall apply between 9.00am and 9.00pm each day;

- (b) subject to the prior approval of the Caretaker, Vehicles parked after 9.00pm on any day may remain overnight if they are removed before 9.00am on the following day; and
- (c) Occupiers must use their best endeavours to ensure that their invitees comply with these rules.

### 30. **Removal of Vehicles**

Subject to any applicable law, the Body Corporate is empowered to remove Vehicles parked on common property contrary to the by-laws by towing or other means and the expense of such removal shall be recoverable as a debt from the owner of the Vehicle.

## **Part 5 – Use of Lots**

### 31. **Use of lots generally**

- 31.1 Without limitation, an Occupier must not use a lot for an illegal purpose or for a purpose which is likely to bring the building into disrepute or cause offence or embarrassment to others.
- 31.2 The Occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

### 32. **Permitted use of lots**

Subject to applicable law, an Occupier may only use their lots for residential purposes.

### 33. **Structural alterations or additions**

- 33.1 An Occupier must not renovate a lot without first giving the Body Corporate written notice of their intention to do so.
- 33.2 An Occupier must not, without the written consent of the Body Corporate:
  - (a) make any structural alterations or additions to the lot (including the enclosure of or building on a balcony or outdoor area); and
  - (b) install on a balcony or outdoor area any air conditioning system, retractable shading device, electronic device, antenna, satellite dish or anything similar.

### 34. **Notification of change of use or occupation**

- 34.1 An Occupier must notify the Body Corporate if the existing use of the lot is to be changed.
- 34.2 Without limiting sub-paragraph (1) of this by-law, the following changes of use must be notified:
  - (a) a change that may affect the insurance premiums for the Scheme; and
  - (b) a change from normal residential use to use for short term or holiday letting; and
  - (c) offering of the lot, or part of the lot, for casual or short-term occupation on an accommodation sharing web site, such as Airbnb.

- 34.3 The notice required by paragraph (1) of this by-law must be given in writing at least 21 days before the change occurs or a lease, sub-lease or licence commences.

### 35. **Auction sales**

An Owner must not permit any auction sale to be conducted or to take place in their lot without the prior written approval of the Committee.



**Part 6 – Others****36. Exclusive use (Previously by-law 14)**

The owners for the time being and from time to time of each lot shall be entitled to the exclusive use and enjoyment of such areas of common property as allocated and for the purposes specified in Schedule E and identified on the attached sketch plans marked “Annexure A” on the following conditions:

- (a) The owner is responsible for the costs of maintain the respective exclusive use areas in accordance with Section 122(2) of the Accommodation Module;
- (b) The owner must not construct any structure on the exclusive use area without first obtaining the written consent of the Body Corporate; and
- (c) The owner must allow the Body Corporate access at all times to the exclusive use area to enable inspection and maintenance, if necessary.

**37. Management rights and letting of lots (Previously by-law 15)**

The Body Corporate shall have the power to grant to one or more persons approved by the Body Corporate the exclusive right to:

- a) conduct a letting agent business (as defined in section 18 of the Act) for the Scheme and provide various other services to or on behalf of owners of lots;
- b) provide management caretaking services to the Body Corporate and to owners and occupiers of lots; and
- c) utilise such areas of the common property (including areas for use as an office and/or for storage) as shall from time to time be set aside by the Body Corporate for such purpose in conjunction with the provision of management, caretaking and letting services,

and for such purpose may enter into one or more appropriate agreements on such terms and conditions as the Body Corporate may deem fit.

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

Nil.

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

Pursuant to by-law 36 (previously known as by-law 14), the Owner of each lot shall be entitled to the exclusive use and enjoyment of such areas of common property as listed below and designated on the attached sketch plans marked as Annexure A.

LOT ON PLAN	EXCLUSIVE USE AREA	PURPOSE OF USE
1 on SP126810	Areas marked as 1	Car parking and Courtyard
2 on SP126810	Areas marked as 2	Car parking and Courtyard
3 on SP126810	Areas marked as 3	Car parking and Courtyard
4 on SP126810	Areas marked as 4	Car parking and Courtyard
5 on SP126810	Areas marked as 5	Car parking
6 on SP126810	Areas marked as 6	Car parking
7 on SP126810	Areas marked as 7	Car parking
8 on SP126810	Areas marked as 8	Car parking
9 on SP126810	Areas marked as 9	Car parking
10 on SP126810	Areas marked as 10	Car parking
11 on SP126810	Areas marked as 11	Car parking and Courtyard
12 on SP126810	Areas marked as 12	Car parking and Courtyard
13 on SP126810	Areas marked as 13	Car parking and Courtyard
14 on SP126810	Areas marked as 14	Car parking and Courtyard
15 on SP126810	Areas marked as 15	Car parking
16 on SP126810	Areas marked as 16	Car parking
17 on SP126810	Areas marked as 17	Car parking
18 on SP126810	Areas marked as 18	Car parking
19 on SP126810	Areas marked as 19	Car parking
20 on SP126810	Areas marked as 20	Car parking
21 on SP114831	Areas marked as 21	Car parking and Courtyard
22 on SP114831	Areas marked as 22	Car parking and Courtyard
23 on SP114831	Areas marked as 23	Car parking and Courtyard
24 on SP114831	Areas marked as 24	Car parking and Courtyard
25 on SP114831	Areas marked as 25	Car parking
26 on SP114831	Areas marked as 26	Car parking
27 on SP114831	Areas marked as 27	Car parking
28 on SP114831	Areas marked as 28	Car parking
29 on SP114831	Areas marked as 29	Car parking
30 on SP114831	Areas marked as 30	Car parking
31 on SP114831	Areas marked as 31	Car parking and Courtyard



LOT ON PLAN	EXCLUSIVE USE AREA	PURPOSE OF USE
32 on SP114831	Areas marked as 32	Car parking and Courtyard
33 on SP114831	Areas marked as 33	Car parking and Courtyard
34 on SP114831	Areas marked as 34	Car parking and Courtyard
35 on SP114831	Areas marked as 35	Car parking
36 on SP114831	Areas marked as 36	Car parking
37 on SP114831	Areas marked as 37	Car parking
38 on SP114831	Areas marked as 38	Car parking
39 on SP114831	Areas marked as 39	Car parking
40 on SP114831	Areas marked as 40	Car parking
41 on SP126809	Areas marked as 41	Car parking and Courtyard
42 on SP126809	Areas marked as 42	Car parking and Courtyard
43 on SP126809	Areas marked as 43	Car parking and Courtyard
44 on SP126809	Areas marked as 44	Car parking and Courtyard
45 on SP126809	Areas marked as 45	Car parking
46 on SP126809	Areas marked as 46	Car parking
47 on SP126809	Areas marked as 47	Car parking
48 on SP126809	Areas marked as 48	Car parking
49 on SP126809	Areas marked as 49	Car parking
50 on SP126809	Areas marked as 50	Car parking
51 on SP126809	Areas marked as 51	Car parking and Courtyard
52 on SP126809	Areas marked as 52	Car parking and Courtyard
53 on SP126809	Areas marked as 53	Car parking and Courtyard
54 on SP126809	Areas marked as 54	Car parking and Courtyard
55 on SP126809	Areas marked as 55	Car parking
56 on SP126809	Areas marked as 56	Car parking
57 on SP126809	Areas marked as 57	Car parking
58 on SP126809	Areas marked as 58	Car parking
59 on SP126809	Areas marked as 59	Car parking
60 on SP126809	Areas marked as 60	Car parking
61 on SP149948	Areas marked as 61	Car parking and Courtyard
62 on SP149948	Areas marked as 62	Car parking and Courtyard
63 on SP149948	Areas marked as 63	Car parking and Courtyard
64 on SP149948	Areas marked as 64	Car parking and Courtyard
65 on SP149948	Areas marked as 65	Car parking and Courtyard
66 on SP149948	Areas marked as 66	Car parking
67 on SP149948	Area marked as 67	Car park
68 on SP149948	Areas marked as 68	Car parking
69 on SP149948	Areas marked as 69	Car parking



LOT ON PLAN	EXCLUSIVE USE AREA	PURPOSE OF USE
70 on SP149948	Areas marked as 70	Car parking
71 on SP149948	Area marked as 71	Car park
72 on SP149948	Area marked as 72	Car park
73 on SP149948	Areas marked as 73	Car parking
74 on SP149948	Areas marked as 74	Car parking and Courtyard
75 on SP149948	Areas marked as 75	Car parking and Courtyard
76 on SP149948	Areas marked as 76	Car parking and Courtyard
77 on SP149948	Areas marked as 77	Car parking and Courtyard
78 on SP149948	Areas marked as 78	Car parking
79 on SP149948	Areas marked as 79	Car parking
80 on SP149948	Areas marked as 80	Car parking
81 on SP149948	Areas marked as 81	Car parking
82 on SP149948	Areas marked as 82	Car parking
83 on SP149948	Areas marked as 83	Car parking
84 on SP149948	Areas marked as 84	Car parking and Courtyard
85 on SP149948	Areas marked as 85	Car parking and Courtyard
86 on SP149948	Areas marked as 86	Car parking and Courtyard
87 on SP149948	Areas marked as 87	Car parking
88 on SP149948	Areas marked as 88	Car parking
89 on SP149948	Areas marked as 89	Car parking
90 on SP149948	Areas marked as 90	Car parking
91 on SP114831	Areas marked as 91	Courtyard and Garden



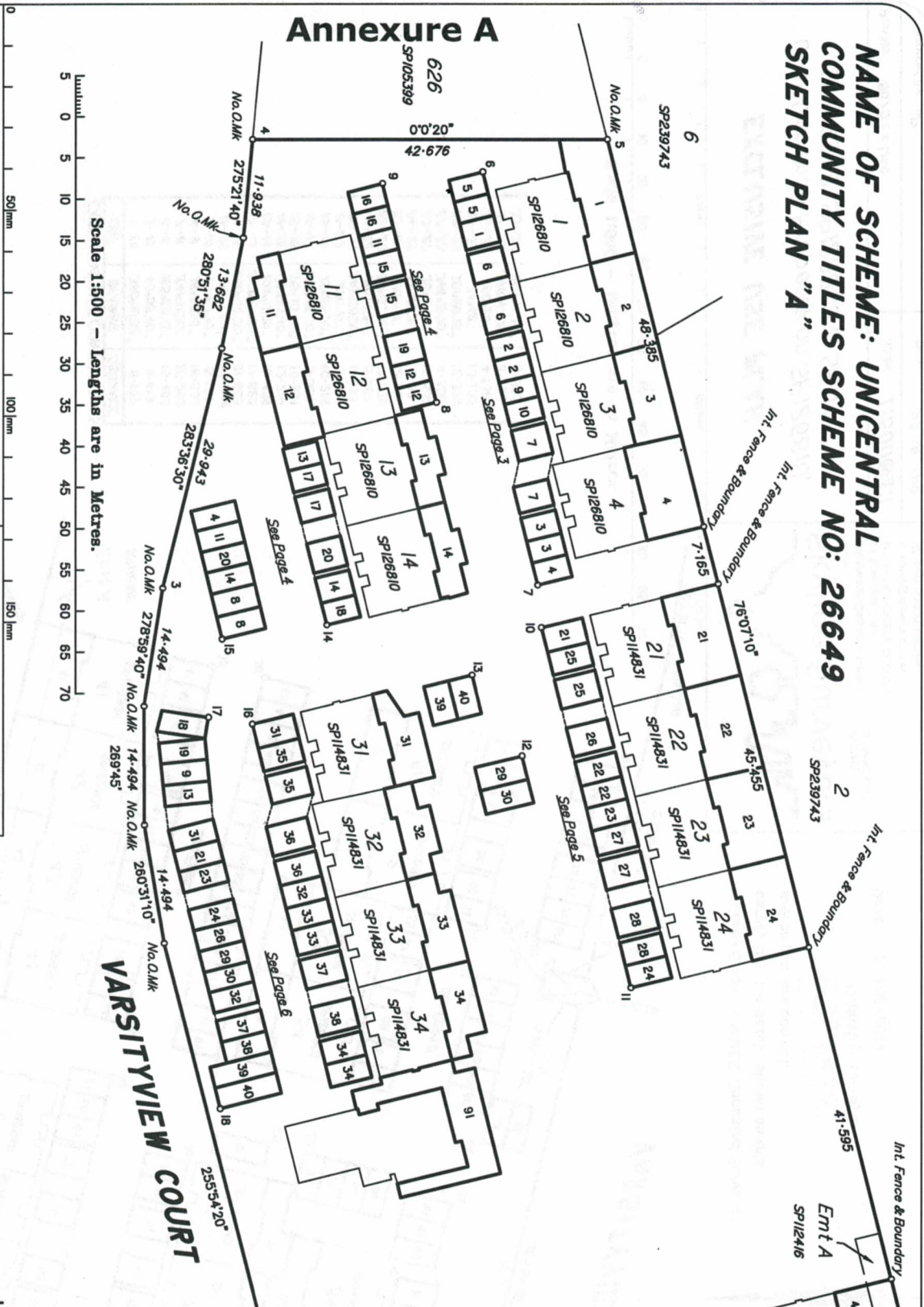
NAME OF SCHEME: UNICENTRAL  
COMMUNITY TITLES SCHEME NO: 26649  
SKETCH PLAN "A"

2  
SP239743

Emt A  
SP12416

Sheet of  
1 of 10  
Exclusive Use

Annexure A



Scale 1:500 - Lengths are in Metres.

EXCLUSIVE USE PLAN

Over Common Property on SP126810,  
SP149948, SP126809 & SP114831



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07 5493 4877

I, Corey Emanuel JAMES, Cadastral Surveyor,  
certify that the details shown on this  
sketch plan are correct.

*Corey Emanuel JAMES*

Cadastral Surveyor

Date 27/08/2019

EXCLUSIVE USE CONNECTIONS

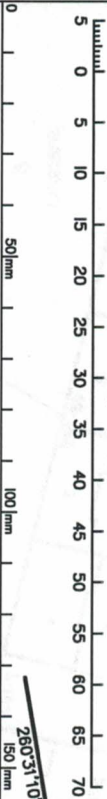
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3-15	40°58'40"	9-419
5-6	165°20'15"	15-465
7-8	241°0'120"	25-289
4-9	18°51'05"	16-532
7-10	85°07'10"	5-186
11-35	76°5'20"	42-244
11-12	245°02'30"	31-093
12-13	238°27'25"	11-525
13-14	199°41'05"	18-459
14-15	172°23'40"	12-719
15-16	170°30'40"	10-961
16-17	188°49'30"	5-365
18-19	75°28'30"	40-219
2-20	290°17'	3-951
21-22	79°10'25"	5-987
22-23	54°03'30"	17-629
23-24	15°31'	12-754
24-25	62°40'30"	8-32
25-26	35°10'20"	12-569
27-28	346°19'10"	4-306
28-29	301°29'15"	12-329
29-30	74°42'	13-105
30-31	280°20'	4-136
31-32	346°47'10"	6-293
33-34	256°11'45"	6-553



NAME OF SCHEME: UNICENTRAL  
COMMUNITY TITLES SCHEME NO: 26649  
SKETCH PLAN "A"

EXCLUSIVE USE CONNECTIONS		
LINE	BEARING	DISTANCE
1-26	340°10'55"	8-127
3-15	40°58'40"	9-419
5-6	165°20'15"	15-465
7-8	241°11'20"	25-299
4-9	18°51'05"	16-532
7-10	85°07'10"	5-186
11-35	76°5'20"	42-244
11-12	245°02'30"	31-093
12-13	239°27'25"	11-525
13-14	189°11'05"	18-459
14-15	172°23'40"	12-719
15-16	70°30'40"	10-961
16-17	188°49'30"	5-365
18-19	75°28'30"	40-219
2-20	290°17'	3-951
20-21	346°30'20"	6-263
21-22	79°10'25"	5-987
22-23	54°03'30"	17-629
23-24	151°31'	12-754
24-25	62°40'30"	8-32
25-27	35°10'20"	12-589
27-28	346°19'10"	4-306
28-29	30°29'15"	12-329
29-30	74°42'	13-105
30-31	260°20'	4-136
31-32	346°47'10"	6-293
33-34	256°11'45"	6-553

Scale 1:500 - Lengths are in Metres.



260°31'10" No O.M.K.

18 87°133' (N-T-S)  
255°54'20"

0-5  
165°54'20" No O.M.K.

VARSITYVIEW COURT

**EXCLUSIVE USE PLAN**

Over Common Property on SP126810,  
SP149948, SP126809 & SP114831

Plan No: 8675 Ex Use

Scale: 1:500@A3

Prepared By: JP

Date: 27.08.2019

**Skyline Surveyors**

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I, Corey Emanuel JAMES, Cadastral Surveyor,  
certify that the details shown on this  
sketch plan are correct.

*Corey James*

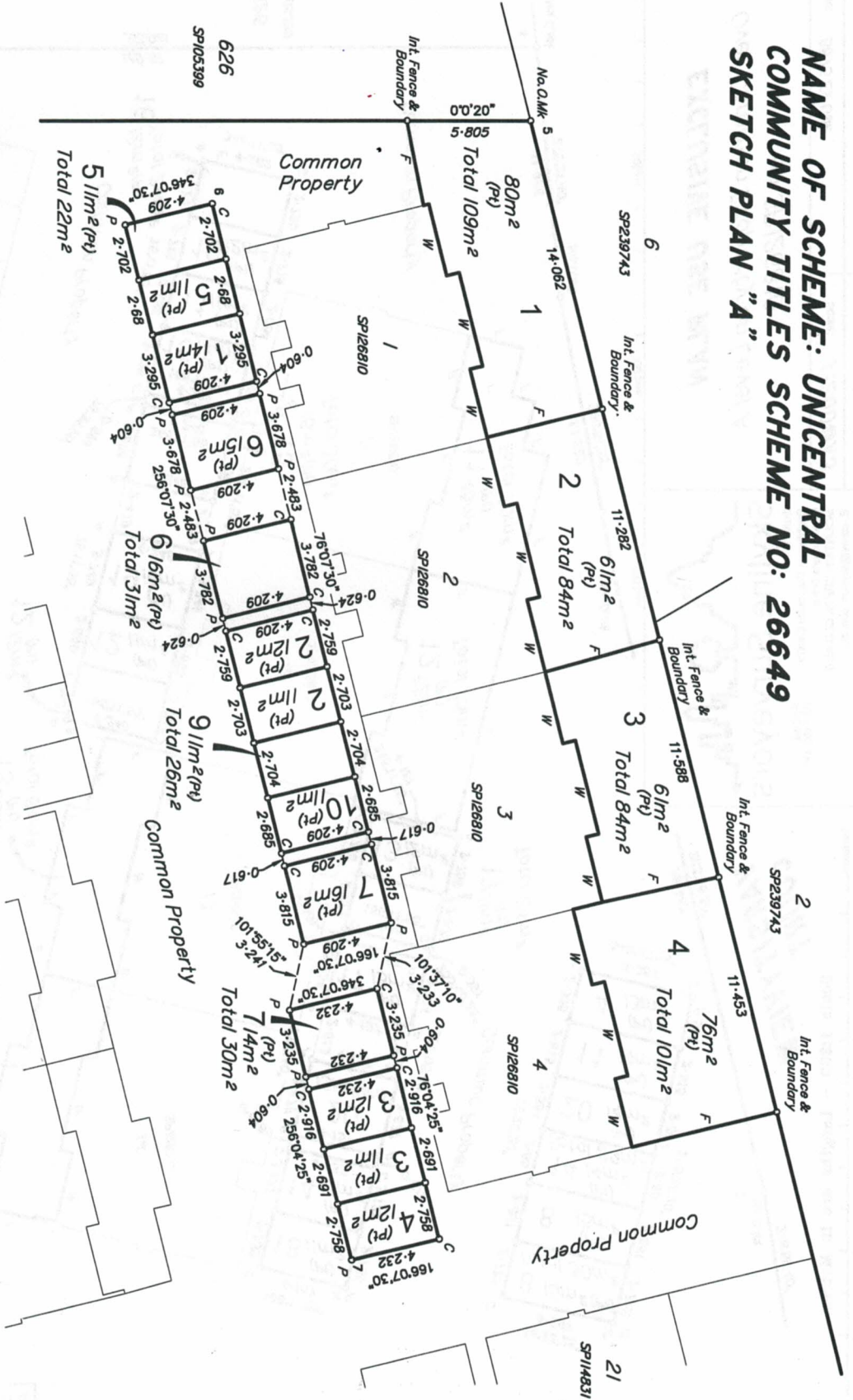
Cadastral Surveyor

Date 27/08/2019

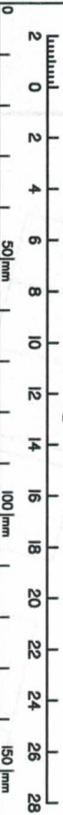




NAME OF SCHEME: UNICENTRAL  
COMMUNITY TITLES SCHEME NO: 26649  
SKETCH PLAN "A"



Scale 1:200 - Lengths are in Metres.



EXCLUSIVE USE PLAN

Over Common Property on Level A  
on SP126810

Plan No: 8675 Ex Use  
Prepared By: JP

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Cadastral Surveyor

Date: 27/08/2019

- F - FENCE
- W - OUTSIDE FACE OF WALL
- P - CORNER OF POST
- C - CORNER OF CONCRETE
- E - EDGE OF CONCRETE
- N - NAIL IN CONCRETE

Sheet of	3 of 10
Exclusive Use	

NAME OF SCHEME: UNICENTRAL  
COMMUNITY TITLES SCHEME NO: 26649  
SKETCH PLAN "A"

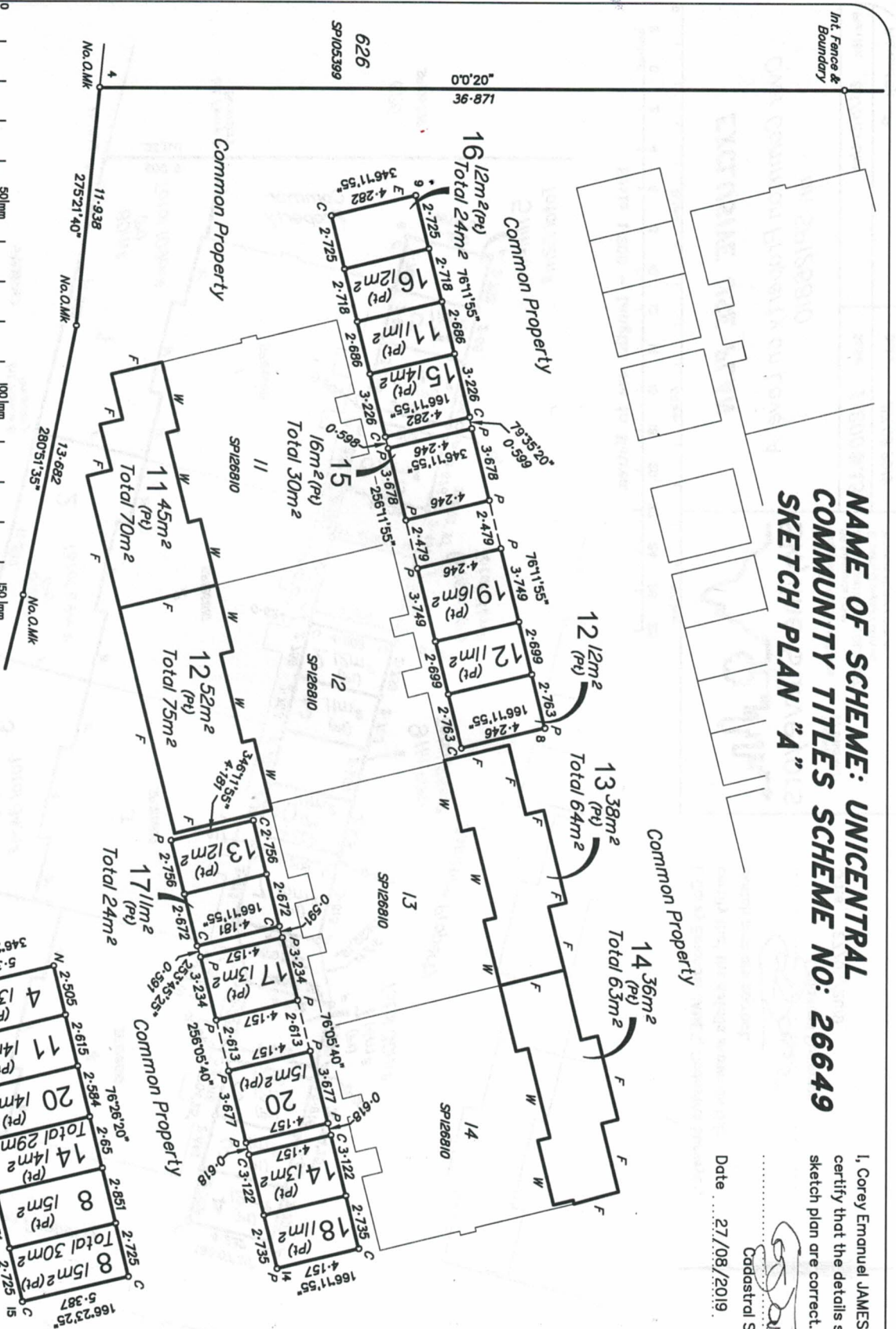
I, Corey Emanuel JAMES, Cadastral Surveyor,  
certify that the details shown on this  
sketch plan are correct.

*[Signature]*  
Cadastral Surveyor

Date: 27/08/2019

Sheet of	4
Sheet of	10
Exclusive Use	

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- P - CORNER OF POST
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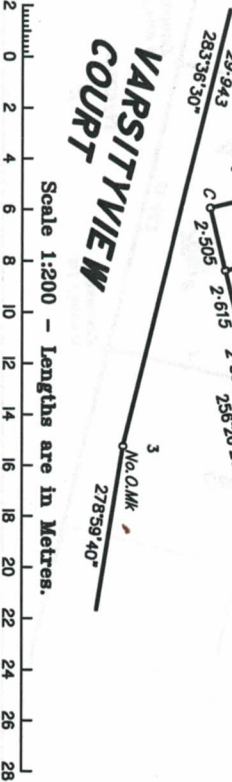
**EXCLUSIVE USE PLAN**  
Over Common Property on Level A  
on SP126810

Plan No: 8675 Ex Use  
Scale: 1:200@A3  
Prepared By: JP  
Date: 27.08.2019



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**VARSITYVIEW COURT**

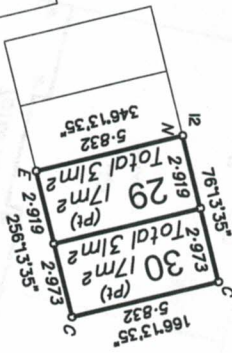
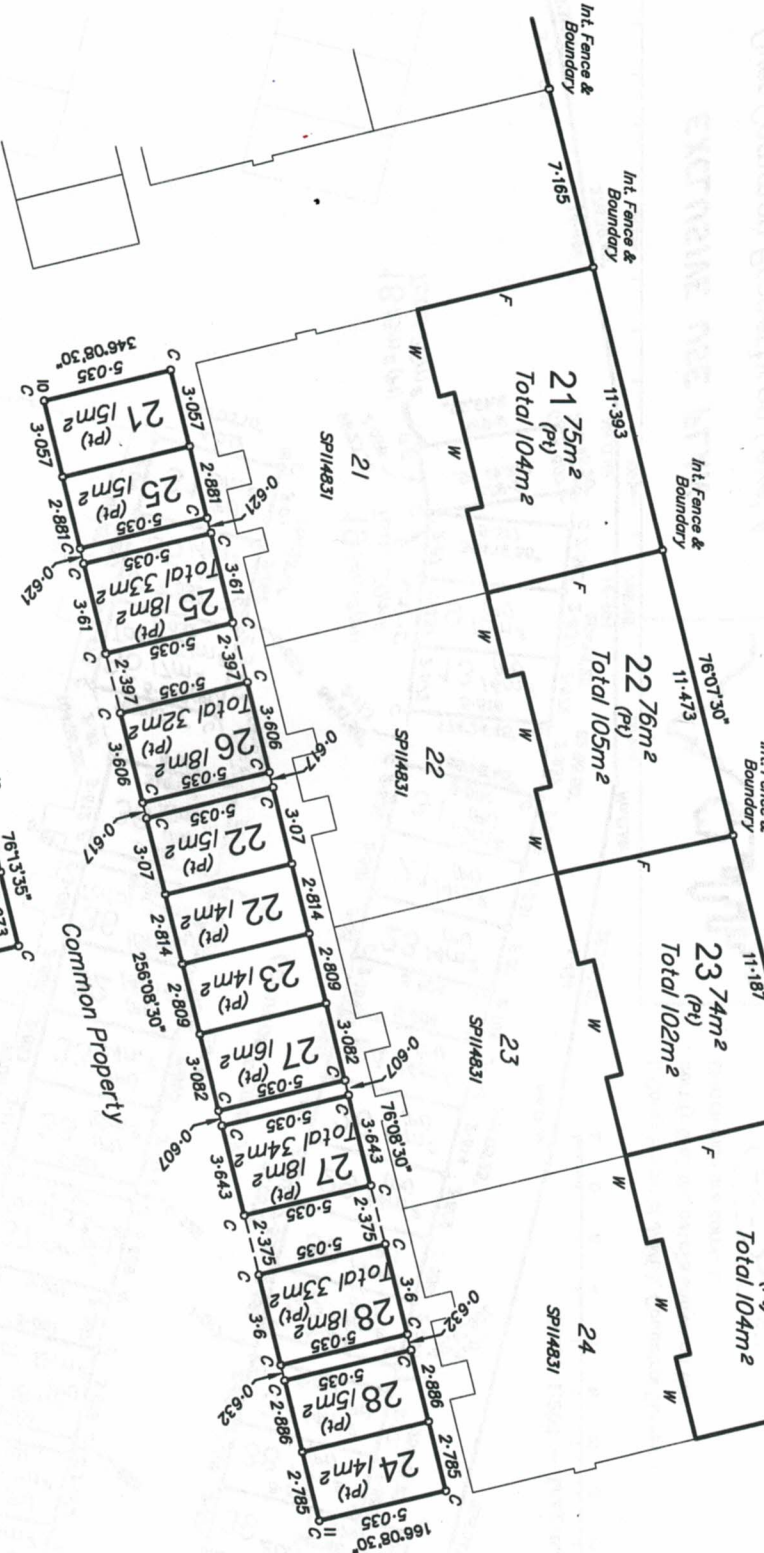


Scale 1:200 - Lengths are in Metres.



# NAME OF SCHEME: UNICENTRAL COMMUNITY TITLES SCHEME NO: 26649 SKETCH PLAN "A"

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SP233743  
Int. Fence & Boundary  
11.187  
23 74m<sup>2</sup>  
(P)  
Total 102m<sup>2</sup>  
11.402  
24 76m<sup>2</sup>  
(P)  
Total 104m<sup>2</sup>  
Int. Fence & Boundary



0 50mm 100mm 150mm

Scale 1:200 - Lengths are in Metres.

## EXCLUSIVE USE PLAN

Over Common Property on Level A  
on SP114831



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*Corey Emanuel James*  
Cadastral Surveyor

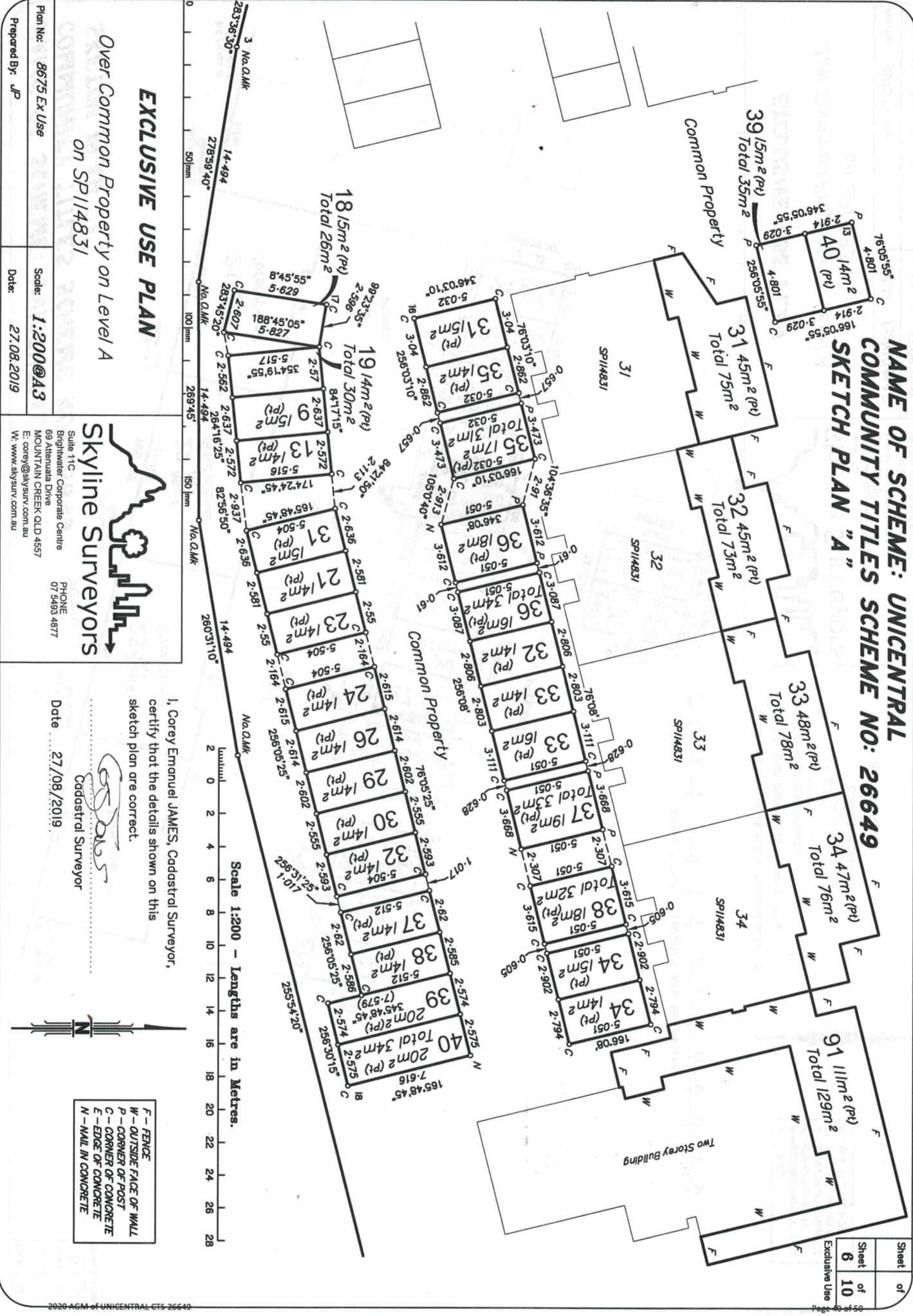
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P - CORNER OF POST  
C - CORNER OF CONCRETE  
E - EDGE OF CONCRETE  
N - NAIL IN CONCRETE

Plan No: 8675 Ex Use  
Prepared By: JP

Scale: 1:200@A3  
Date: 27.08.2019

NAME OF SCHEME: UNICENTRAL  
COMMUNITY TITLES SCHEME NO: 26649  
SKETCH PLAN "A"



**EXCLUSIVE USE PLAN**  
Over Common Property on Level A  
on SP114831



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PHONE 07 5493 4877

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*Corey Emanuel James*  
Cadastral Surveyor

Date 27/08/2019

Plan No: 8675 Ex Use  
Scale: 1:200@A3  
Prepared By: J.P.  
Date: 27.08.2019

Sheet of	6 of 10
Exclusive Use	



## 2

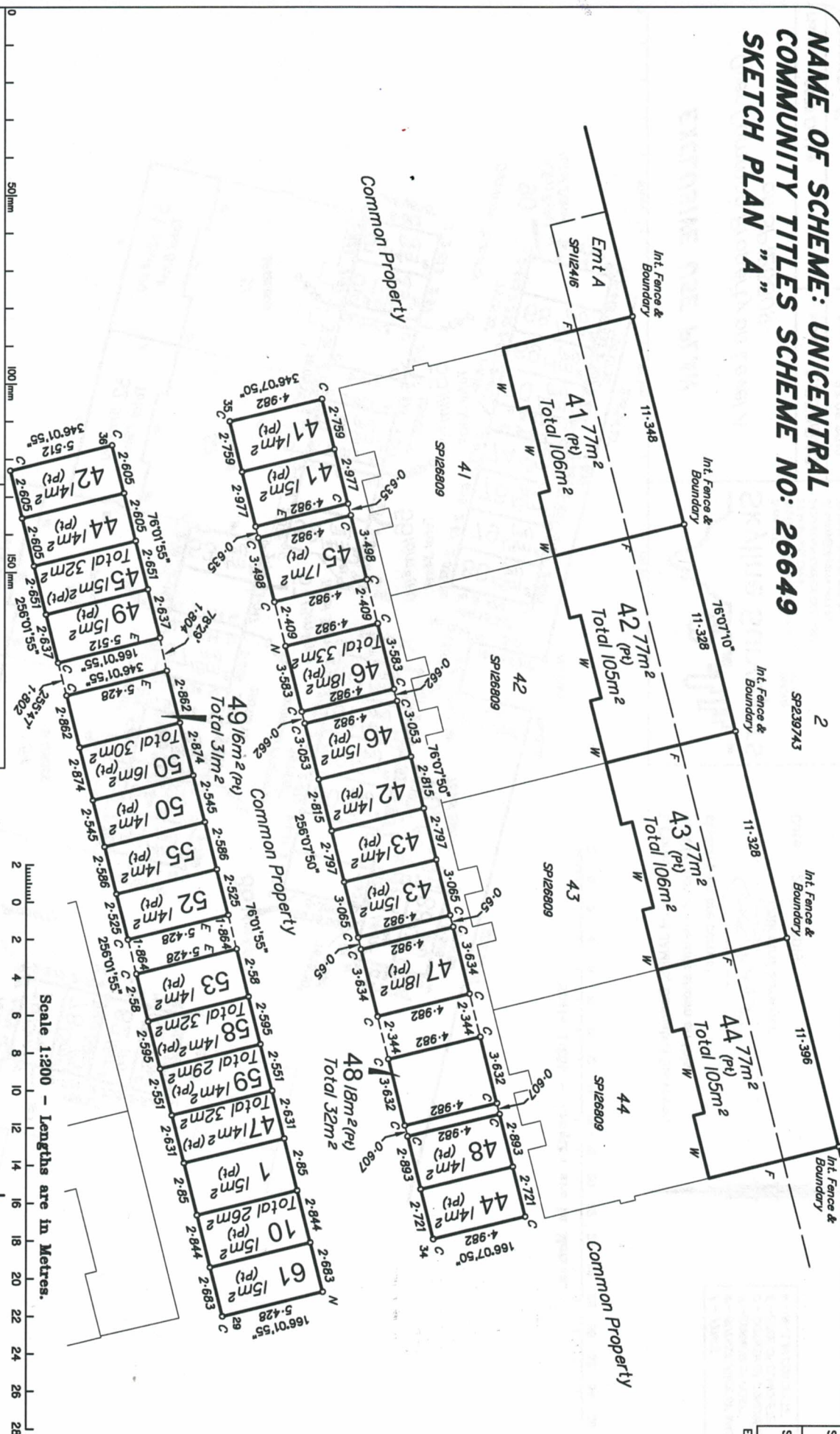
SP239743

Int. Fence & Boundary  
11.396

**Int. Fence & Boundary**

Sheet	of
Sheet 7	of 10

Exclusive Use



**EXCLUSIVE USE PLAN**

SP/A on Common Property  
on SP/26809

Plan No: 8675 Ex Use

Scale: **1:200@A3**

Prepared By: *JP*

Date: 27.08.2019



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07 5493 4877

**PHONE**  
07 5493 4877

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sketch plan are correct.

### Cadastral Surveyor

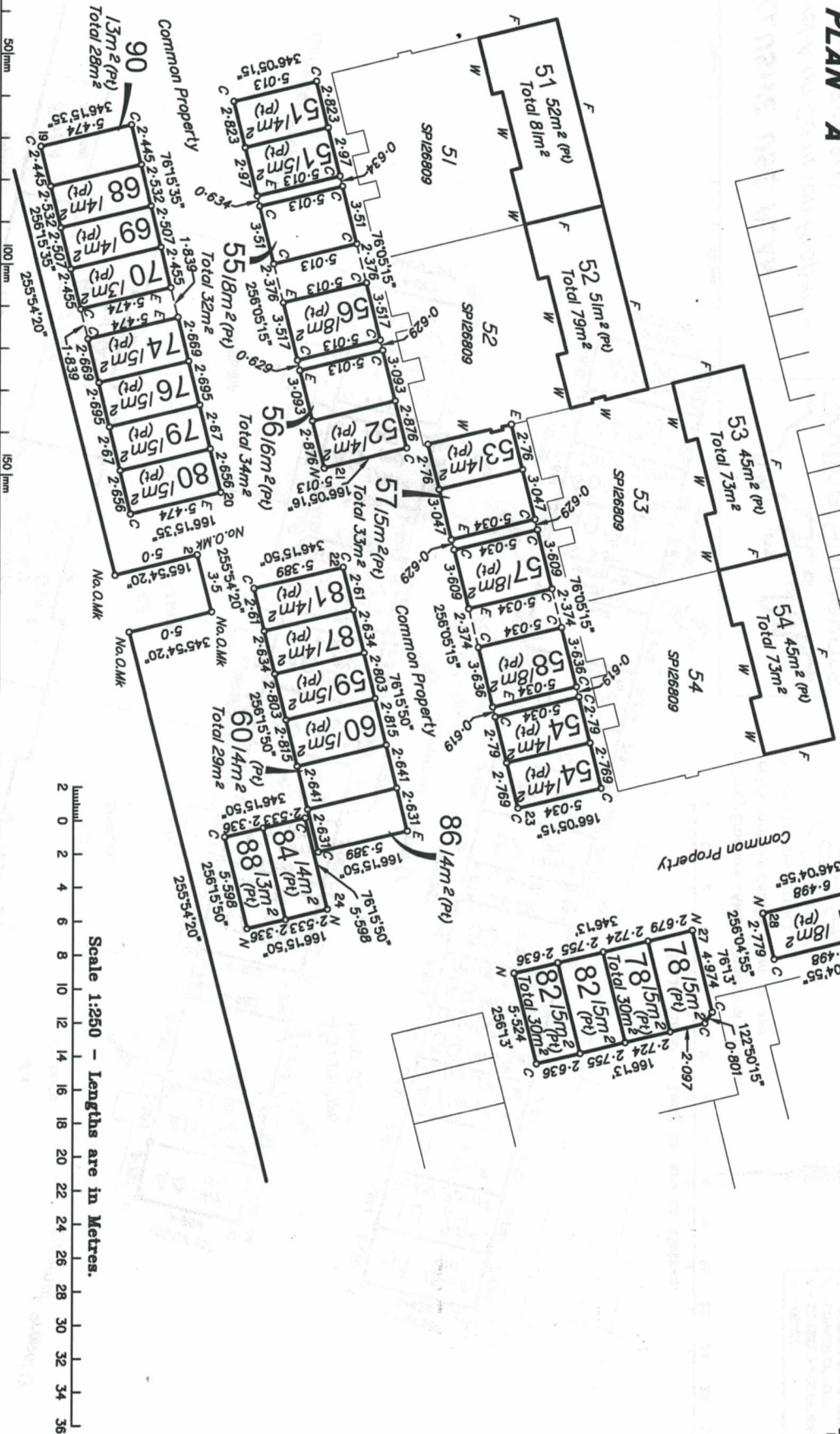
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**Scale 1:200 - Lengths are in Metres.**

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C - CORNER OF CONCRETE  
E - EDGE OF CONCRETE  
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NAME OF SCHEME: UNICENTRAL  
COMMUNITY TITLES SCHEME NO: 26649  
SKETCH PLAN "A"



EXCLUSIVE USE PLAN

Over Common Property on Level A  
on SP126809

Plan No: 8675 Ex Use  
Prepared By: JP

Scale: 1:250@A3  
Date: 27.08.2019



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07 5493 4877

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Corey Emanuel JAMES  
Cadastral Surveyor

Date: 27/08/2019

F - FENCE  
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P - CORNER OF POST  
C - CORNER OF CONCRETE  
E - EDGE OF CONCRETE  
N - NAIL IN CONCRETE



**EXCLUSIVE USE PLAN**

*Over Common Property on Level A  
on SP149948*

Plan No: 8675 Ex Use  
Prepared By: JP

Scale: 1:250@A3  
Date: 27.08.2019



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I, **Corey Emanuel JAMES**, Cadastral Surveyor, certify that the details shown on this sketch plan are correct.

Cadastral Surveyor

Date 27/08/2019

Sheet	of
Sheet <b>9</b>	of <b>10</b>

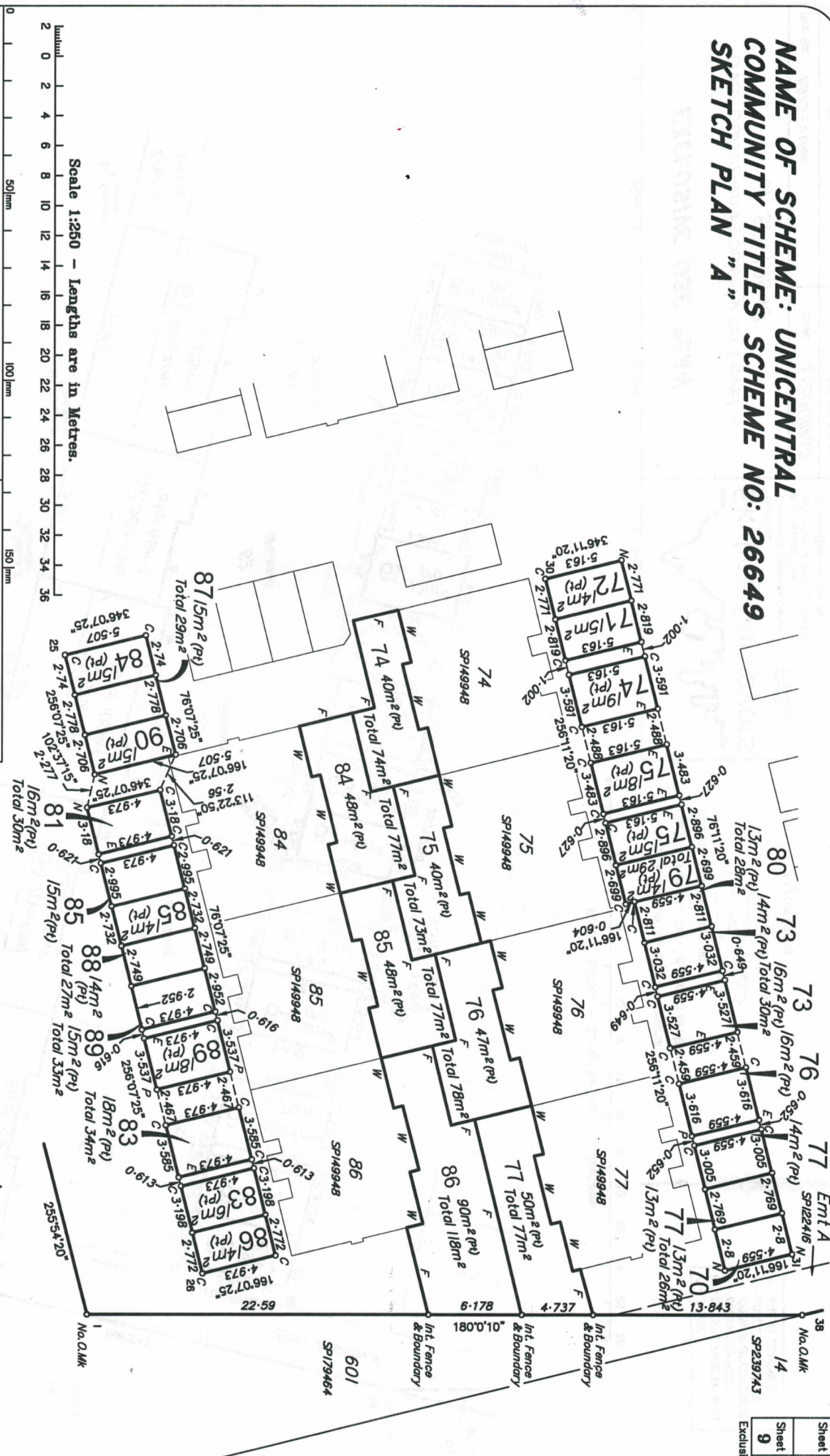
Exclusive Use

Sheet 9	of 10
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Exclusive Use

Page 42 of 50

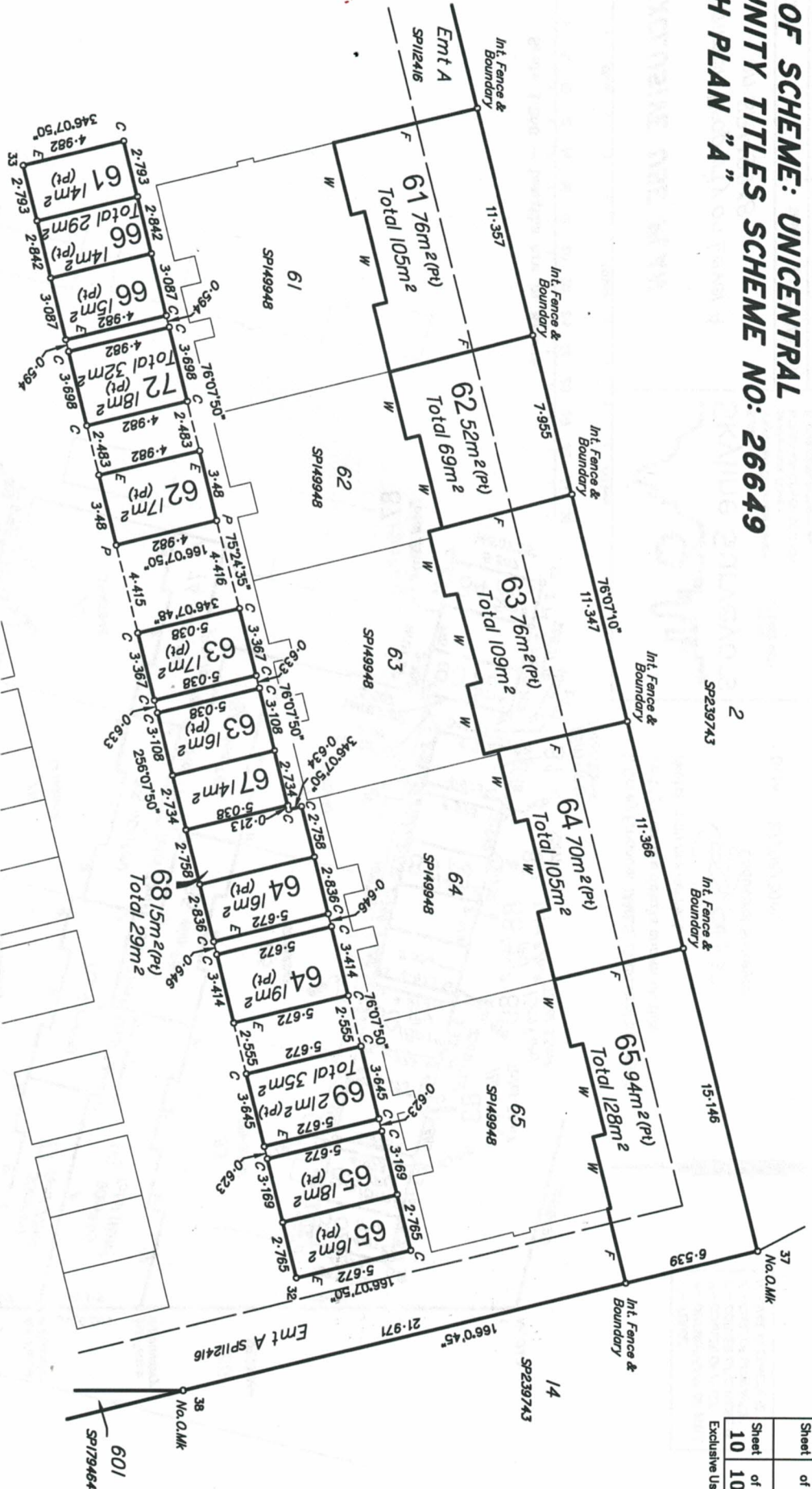
F - FENCE  
W - OUTSIDE FACE OF WALL  
P - CORNER OF POST  
C - CORNER OF CONCRETE  
E - EDGE OF CONCRETE  
N - NAIL IN CONCRETE



NAME OF SCHEME: UNICENTRAL  
COMMUNITY TITLES SCHEME NO: 26649  
SKETCH PLAN "A"

2

Sheet	of
10	10
Exclusive Use	



0 50m 100m 150m

Scale 1:200 - Lengths are in Metres.

EXCLUSIVE USE PLAN

Over Common Property on Level A  
on SP149948

Plan No: 8675 Ex Use  
Scale: 1:200@A3  
Prepared By: JP  
Date: 27.08.2019



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Cadastral Surveyor

Date 27/08/2019

F - FENCE
W - OUTSIDE FACE OF WALL
P - CORNER OF POST
C - CORNER OF CONCRETE
E - EDGE OF CONCRETE
N - NAIL IN CONCRETE



**SCHEDULE A EXPLANATORY NOTES FOR STATUTORY MOTIONS  
AND MOTIONS SUBMITTED BY THE COMMITTEE**

MOTION No.	EXPLANATORY NOTES
<p style="text-align: center;"><b>3</b></p>	<p><b>Not to audit Statement of Accounts</b></p> <p>If this motion is lost, then the body corporate must, as per motion 4, appoint an auditor with the qualifications and experience set out in the explanatory note to motion 4 to undertake an audit of the Body Corporate's Statement of Accounts for the period specified in the motion.</p>
<p style="text-align: center;"><b>4</b></p>	<p><b>Proposed by the Body Corporate Committee – Appointment of Auditor</b></p> <p>If at the meeting, Motion 3 not to audit the Body Corporate's statement of accounts is carried, then this motion for the appointment of an auditor will be ruled out of order and not considered further.</p> <p>If it is necessary to consider motion 4, then an auditor appointed for an audit for a community titles scheme means a person who is either:</p> <ul style="list-style-type: none"> <li>(a) a registered company auditor; or</li> <li>(b) a member of CPA Australia or the Institute of Chartered Accountants in Australia or the Institute of Public Accountants; and has a total of two years auditing experience.</li> </ul>
<p style="text-align: center;"><b>5 &amp; 6</b></p>	<p><b>Adoption of Administrative &amp; Sinking Fund Budgets and Fixing of Contributions</b></p> <p>Under the Regulation Module applying to the scheme (section 138 of the Accommodation Module), the amount of the budget adopted at the meeting for the administrative fund / sinking fund may be more or less than the proposed budget amount by an amount equivalent to not more than 10% of the proposed budget amount.</p>
<p style="text-align: center;"><b>8 &amp; 9</b></p>	<p><b>Confirmation, and Renewal, of Body Corporate Insurance(s)</b></p> <p>Under the Regulation Module applying to the scheme (section 175 of the Accommodation Module), the body corporate must include with this notice details of its current insurance policies. Please refer to the attached Insurance Report in respect of the insurance policies currently held by the body corporate for the required insurance details.</p>

**Proposed new Community Management Statement****YOUR COMMITTEE RECOMMENDS OWNERS VOTE YES TO THIS MOTION**

For the last two years committee member Ray Harvey has been investigating the car parking situation at Unicentral. the more he delved into it the more errors he found especially on the plans of the complex, he realised there were some blatant errors.

He found that what was marked out on the ground as unit owner's entitlement was legally incorrect according to the legal document the Community Management Statement (CMS). This then compelled the Committee to rectify the situation. The problem has existed for a long time mostly linked to the surveyors of the second stage of the complex. It took committee a substantial amount of time to firstly identify the faults and then work out a solution how to rectify it, ensuring a reasonable outcome for all.

According to the CMS some units (7) had an entitlement to two car parking spaces, in some cases with 2 carports (2) but were receiving income for only one, in some cases with both car spaces in the gardens (2) but were receiving income from someone else's. car space. Some units did not have a carport (3) but again were receiving income from someone else's. Throughout the complex the numbering of carports was not consistent with the CMS.

Rectification can only take place at a General Meeting. Currently there are 92 carports and 85 marked car parking spaces which equates to one car parking space for every two rooms in the complex. A survey was conducted to give accurate measurements of all proposed and existing car parking spaces. All existing allocations on the current CMS are retained except for the 4 in the gardens which are re-allocated.

The motion before you provides for the following amendments to the CMS. The re-allocation of the car spaces in the gardens. Those units without a carport (3) are allocated the 2 unallocated carports and a third will need to be built. That will increase to 10 the number of units with 2 car spaces, to be equitable we have proposed to allocate the rest of the car parking spaces so that all units will have one per 2 rooms. Each unit is allocated at least one covered car space and all four-bedroom units are allocated one uncovered car space.

It is further proposed that there is no free parking within the complex so that owners of four-bedroom units can receive income from 2 parking spaces.

Following this meeting all parking spaces will have to be remarked according to the CMS that is in force. That will either be the proposed equitable one or the old inequitable one.

**Note:** there is no free parking at Varsity over the road, uncovered or covered.

It will be up to each managing agent to supervise their owner's car parking spaces.



**COMMITTEE MEMBER NOMINATIONS RECEIVED  
BODY CORPORATE FOR UNICENTRAL CTS 26649**

The maximum number of members on the committee is seven (7); chairperson, secretary, treasurer and four (4) ordinary member positions. A person may hold more than one, or all three, of the executive positions at any one time, in which case, the number of ordinary member position increases accordingly.

The following valid nominations have been received for membership of the committee:

**CHAIRPERSON:** Bradley von Xanten

**SECRETARY:** Merrilyn Stephenson

**TREASURER:** Heather Birch

**ORDINARY MEMBERS:** Ray Harvey, Bev Kelly, Hance Limboro, Merrilyn Stephenson\*, Bradley von Xanten\* and Melissa Wong

**\*Will be elected unopposed to the executive position and therefore will not be eligible for the ordinary committee member position, leaving the four remaining nominees as those elected.**

**Executive positions:**

One nomination has been received for each of the executive positions of chairperson, secretary and treasurer. As there has been a single nomination for each of the executive committee positions available, the persons nominated for these executive committee positions will be declared elected to these positions unopposed at the AGM.

**Ordinary member positions:**

Excluding those to be elected to executive positions, the required number of nominations have been received for the available positions of ordinary committee member. In accordance with the legislation, no nominations will be sought at the AGM, and no ballot is required to be held at the meeting to determine the outcome of the ordinary member positions.

**NOTE:** *The term of office of Committee Members continues until another person is chosen for the position (s.33(1) Standard & Accommodation Modules). To avoid doubt, the election of Committee Members takes effect immediately after the close of the meeting where they are elected. The size of the Committee will be determined by the number of persons nominating, but it cannot be less than three (3) members (except if the number of owners is less than 3) or more than seven (7) members. An individual can hold one or more of the positions of Chairperson, Secretary or Treasurer, but cannot also be an Ordinary Member.*

# Insurance Report

Body Corporate for UniCentral CTS 26649

Policy number : HU0038899

7 Varsity View Court SIPPY DOWNS QLD 4556

## Insurance Policy Details

**Policy Number:** HU0038899  
**Period of Insurance:** 28 February 2020 to 28 February 2021  
**Insurance Company:** CHU Insurance  
**Broker (if any):** Insurance Advisernet Australia Pty Ltd  
**Amount of Premium:** \$ 29,402.30  
**Paid Date:** 13 March 2020

Policy Type	Amount of cover	Excess
Voluntary Workers Insurance	200,000.00	0.00
Property, Death and Injury (Public Liability)	10,000,000.00	0.00
Office Bearers Liability Insurance	5,000,000.00	0.00
Lot Owner's Fixtures and Improvements	250,000.00	0.00
Loss of Rent	4,738,805.00	0.00
Government Audit Costs - Legal Defense Expenses	50,000.00	0.00
Government Audit Costs - Appeal Expenses	100,000.00	0.00
Government Audit Costs	25,000.00	0.00
Fidelity Guarantee Insurance	100,000.00	0.00
Damage (i.e. Building) Policy	31,592,039.00	0.00
Common Area Contents	308,400.00	0.00
Building Catastrophe	9,477,611.00	0.00
Building Catastrophe - Temporary Accommodation	473,880.00	0.00
Building Catastrophe - Loss of Rent/Temp Accom	1,421,641.00	0.00
Building Catastrophe - Removal of Contents/Evacuat	473,880.00	0.00

## Note

General Excess - \$500

Workers Compensation - not selected  
Machinery breakdown - not selected  
Flood - excluded



**PROXY FORM**  
**FOR BODY CORPORATE GENERAL MEETINGS**

BCCM Form 6 (Body Corporate and Community Management Act 1997 (Qld))

**1 Your Details:**

(\* delete one)

Name of Scheme: \_\_\_\_\_  
Address of Scheme: \_\_\_\_\_  
Locality / Suburb: \_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_  
Full Name(s) of owner: I/we\* \_\_\_\_\_  
Owner(s) of Lot(s): \_\_\_\_\_ on Plan No. \_\_\_\_\_  
Name of Scheme: \_\_\_\_\_ CMS No. \_\_\_\_\_

**2 Details of person you are appointing as your proxy:**

Appoint (full name): \_\_\_\_\_  
Residential address: \_\_\_\_\_  
Locality / Suburb: \_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_  
Postal address: \_\_\_\_\_  
Locality / Suburb: \_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_

**3 Choose when proxy can vote on your behalf:**  
*alternative)*

(\* delete one / \*\* tick chosen

To vote as My / our\* proxy to vote on my / our\* behalf (including adjournments) at:\*\*

- ☐ The general meeting to be held on \_\_\_\_\_ (date of meeting); or  
☐ All general meetings held before \_\_\_\_\_ (expiry date); or  
☐ All general meetings held during the rest of the body corporate's financial year unless  
I / we\* serve you with a prior written withdrawal of the appointment.

NB. The Regulations set out a number of restrictions on the use of proxies, including ability for the body corporate to further restrict their use including prohibition.

**4 Signatures of person giving and accepting proxy:**

(† Proxy Form must be signed by Owner(s) and Proxy Holder)

Signature of owner(s)†: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/20

Signature of proxy holder†: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/20

**5 General Information:**

The appointed proxy may hand this completed and signed form to the Secretary PRIOR to the commencement of the meeting; or

Return the completed and signed Form to RUBICON Body Corporate Services:

- (a) By post to: PO Box 3062, Tarragindi QLD 4121;  
(b) Scan and email to [admin@rubiconbcs.com.au](mailto:admin@rubiconbcs.com.au)

NB. If posting or emailing this Proxy Form, it must be received at least 24 hours prior to the allocated meeting time.

# APPOINTMENT OF COMPANY NOMINEE FORM FOR BODY CORPORATE GENERAL MEETINGS

**Body Corporate for** \_\_\_\_\_ **Lot number:** \_\_\_\_\_  
 (insert Body Corporate Name) (insert your lot number)

The corporation named below, being a corporate owner of the abovenamed lot / corporate mortgagee in possession / corporate lessee under a leaseback arrangement / corporate representative for that corporation, authorises the individual named below as its nominee to exercise or perform on its behalf any power, duty or function conferred to it by that corporation pursuant to the *Body Corporate and Community Management Act 1997* (Qld). Authorisation is given in accordance with the regulation module applying to the scheme.

Name of Corporation	
Full name of nominee	
Residential address of nominee	
Address for service of nominee	
Date of appointment of nominee	
Signature of nominee	
Full name of alternative nominee (if any)	
Residential address of alternative nominee	
Address for service of alternative nominee	
Date of appointment of alternative nominee	
Signature of alternative nominee	

## Execution by the corporation

(either under seal or in another way permitted under s.127 of the Corporations Act (Cth), or by power of attorney).

\_\_\_\_\_  
 Signature of authorised person (director)

\_\_\_\_\_  
 Signature of authorised person (director)

\_\_\_\_\_  
 Print name

\_\_\_\_\_  
 Print name

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

**Please affix Company Seal (if Seal is required)**

Please ensure that this form is returned by email to [admin@rubiconbcs.com.au](mailto:admin@rubiconbcs.com.au) or by post to (P.O. Box 3062 Tarragindi QLD 4121) with the voting paper to enable validation of the voting paper by the body corporate secretary.