

From: [redacted]
Sent: Monday, 19 March 2012 11:16 AM
To: [redacted] Body Corporate Managers
Cc: [redacted]
Subject: complains [redacted]

[redacted]

Can an official complaint be implemented against [redacted] for ongoing loud music, most afternoons and weekends.

Emptying of beer bottles at 2 am in the mornings, visitors banging on screen doors trying to get in at 3am in the morning.

Complaints have been sent DH back last year and also to you in January/February and March last year, plus a complaint dated the 27/9/11 that I said was in the unit beside us but I had a type error as I put [redacted], it should have been [redacted]

Could a copy of the complaint be sent to the occupier of [redacted] and a copy to DHA.

Regards

[redacted]

Information from ESET NOD32 Antivirus, version of virus signature database 6977 (20120318)

The message was checked by ESET NOD32 Antivirus.

[REDACTED]

From: [REDACTED]
Sent: 25 September 2012 1:46 PM
To: [REDACTED]@dha.gov.au
Cc: [REDACTED] Body Corporate Managers; [REDACTED]
Subject: Tenant [REDACTED]

Follow Up Flag: Follow up
Flag Status: Flagged

Di Watt,

Please be advised that between 10.30 pm and 11.45pm, last night, Monday 24th September, 2012, your tenant, [REDACTED] and partner in [REDACTED] had another domestic disturbance.

The screaming, yelling, crying, foul language, slamming of doors and banging of walls is once again behaviour that is not acceptable.

Tenants in surrounding units have complained to me and my wife and I demand that something is done about this unruly tenant.

Our complaints of this tenant in the past seem to have fallen on deaf ears in your department and as I have stated before this is unacceptable behaviour and I call on you to please take control of this matter.

Please forward your response as soon as possible.

[REDACTED]
President Body Corp

_____ Information from ESET NOD32 Antivirus, version of virus signature database 7512 (20120924)

The message was checked by ESET NOD32 Antivirus.

<http://www.eset.com>

2/5
 [REDACTED]
 From: [REDACTED] [REDACTED]@dha.gov.au]

Sent: Monday, 12 November 2012 10:31 AM

To: [REDACTED]

Cc: [REDACTED] Body Corporate Managers; [REDACTED]

Subject: RE: Parking

Follow Up Flag: Follow up

Flag Status: Red

Hi [REDACTED]

I will be sending out a letter to the tenant today in regards to his parking responsibilities under the by-laws. If there are further incidences of this nature please let me know.

Regards,

[REDACTED] Assistant P&T Manager
 SQ HMC | Defence Housing Australia

South Queensland HMC | 3-6/ 240 Waterworks Road, ASHGROVE QLD 4060

Tel: [REDACTED] | Fax: [REDACTED] | Mob: [REDACTED]

[REDACTED]@dha.gov.au | www.dha.gov.au

From: [REDACTED]

Sent: Monday, 12 November 2012 10:07 AM

To: [REDACTED]

Cc: [REDACTED] Body Corporate Managers; [REDACTED]

Subject: Parking

Skye,

We have a situation again with [REDACTED] and his partner in [REDACTED]. As we have 19 units here and only 5 visitors car spaces, the Body Corporate tries and must have these spaces available for visitors.

Body Corporate rules are and we ask residents not to park in visitor's car park spaces. We also maintain a rule that residents cannot park outside their unit unless for a short period to load and unload personal items.

As the complex is extremely limited for space, parking of a car outside of their unit would stop other residents from entering or leaving their garages. Also parked cars have a health and safety issue and could hinder fire or ambulance vehicles if called.

Once again tenants in [REDACTED] continually park in the visitor's car park and outside their unit after being repeatedly asked not to do so.

Could you please bring this to their attention and make them aware that if this continues we will take steps to have their vehicles towed away and any expense of that towing would be incurred by them.

Regards

Important:

This email and any attachments may be confidential and may be privileged. If the email is not addressed to you please return it to us and destroy any copies you may have. Unauthorised use of this email and any attachment is prohibited.

4/06/2013

██████████ BODY CORPORATE MANAGERS
██████████ A.C.N. 077 272 283 A.B.N. 27 077 272 283

POSTAL ADDRESS: PO BOX ██████████ CHERMSIDE CENTRE Q4032

Office Address: ██████████

Telephone: ██████████

Fax: ██████████

E-mail: ██████████

19th March 2012

The Occupier ██████████
██████████
██████████
██████████

Dear Occupier ██████████,

Re: ██████████
██████████

We are the body corporate managers for the above scheme and have been directed by the committee to write to you in relation to noise issues.

Due to a number of complaints in regards to noise and loud music from your unit, the committee would like to remind you of the by-laws in relation to noise and the behaviour of invitees. It is your responsibility as a tenant to make sure that any guests to your unit do not interfere with the peace and quietness of other residents at the complex. Please ensure that any visitors to your unit leave in a quiet and peaceful manner.

For your information enclosed is a copy of the by-laws section that refers to noise and the behaviour of invitees.

In the future the committee may issue by-laws breach notices which will incur a cost to the owner of the unit.

We thank you for choosing to respond to this reminder in a positive and co-operative manner.

Yours faithfully

██████████ Body Corporate Managers



----- Original Message -----

From: [REDACTED]
To: [REDACTED]
Cc: [REDACTED]
Sent: Tuesday, October 02, 2012 10:40 AM
Subject: RE: Concerned Owners/Tenants [REDACTED]

Hi [REDACTED]

Thank you for your email. As discussed with [REDACTED] and [REDACTED] on Friday, DHA is taking steps to ensure the tenants compliance with the Body Corp By-laws.

As also discussed with [REDACTED] and [REDACTED], I have been in contact with the local police and they were could not give me any information on the incident occurring on the 24/9/2012. I did not ask about the incident of fighting in the complex as I did not have all the details at the time.

Unfortunately the Body Corporate and DHA are not the authority when it comes to disturbances/incidents of this type and I would encourage you and the residents to call the police when these incidents occur.

I appreciate your frustration and I want to reassure you that we take these complaints seriously. Please feel free to email me regarding any further incidents that occur (although my hope is there wont be any); but once again, please call the police first and foremost.

Regards,

[REDACTED]



From: [REDACTED]
 Sent: Tuesday, 4 June 2013 10:17 AM
 To: [REDACTED]; [REDACTED]; [REDACTED]; [REDACTED]; [REDACTED]; [REDACTED]
 Cc: [REDACTED]
 Subject: [REDACTED] - Complaint

Hi [REDACTED]

As a result of several complaints from other tenants that live in the complex at [REDACTED] the HMC has taken the following action:

A meeting has been organised for 05th June 2013 at 9.00am with the following participants

[REDACTED] – Body Corporate Manager
 [REDACTED] – Body Corporate Member
 [REDACTED] – Unit Housing Officer for [REDACTED]
 [REDACTED] – BSM, HMC
 [REDACTED] P&T Team Leader, HMC
 [REDACTED] Property Manager
 [REDACTED] DRHM

The purpose of this meeting is to discuss the physical and verbal abuse that is being perpetrated at [REDACTED]. The body corporate advises that they have called the police on many occasions to deal with these issues. [REDACTED] received a “notice of breach” from DHA on 24th September 2012 noting “screaming, yelling, foul language and slamming doors”.

Shortly after this incident [REDACTED] was sent on overseas deployment; hence the issues stopped. Although immediately upon his return, the complaints have started again. We received a call from the body corporate late last week and have taken the action as outlined above.

[REDACTED] Property Manager has been trying to get in contact with [REDACTED] to do an annual inspection of this property, although to date she has not been able to make contact with him. I will endeavour to make a time for this inspection to occur whilst at the meeting tomorrow.

I will keep you informed of the outcome of this meeting; although at this stage I believe we will be sending another notice to advise of the breach. We will be working with the unit to get this solidier some help; although if the behaviour continues an eviction process will have to commence.

Kind Regards

[REDACTED] | Business Support Manager
 SQ HMC | Defence Housing Australia

HighPoint Plaza, Ground Floor Suite 3-6
 240 Waterworks Road, Ashgrove, QLD 4060

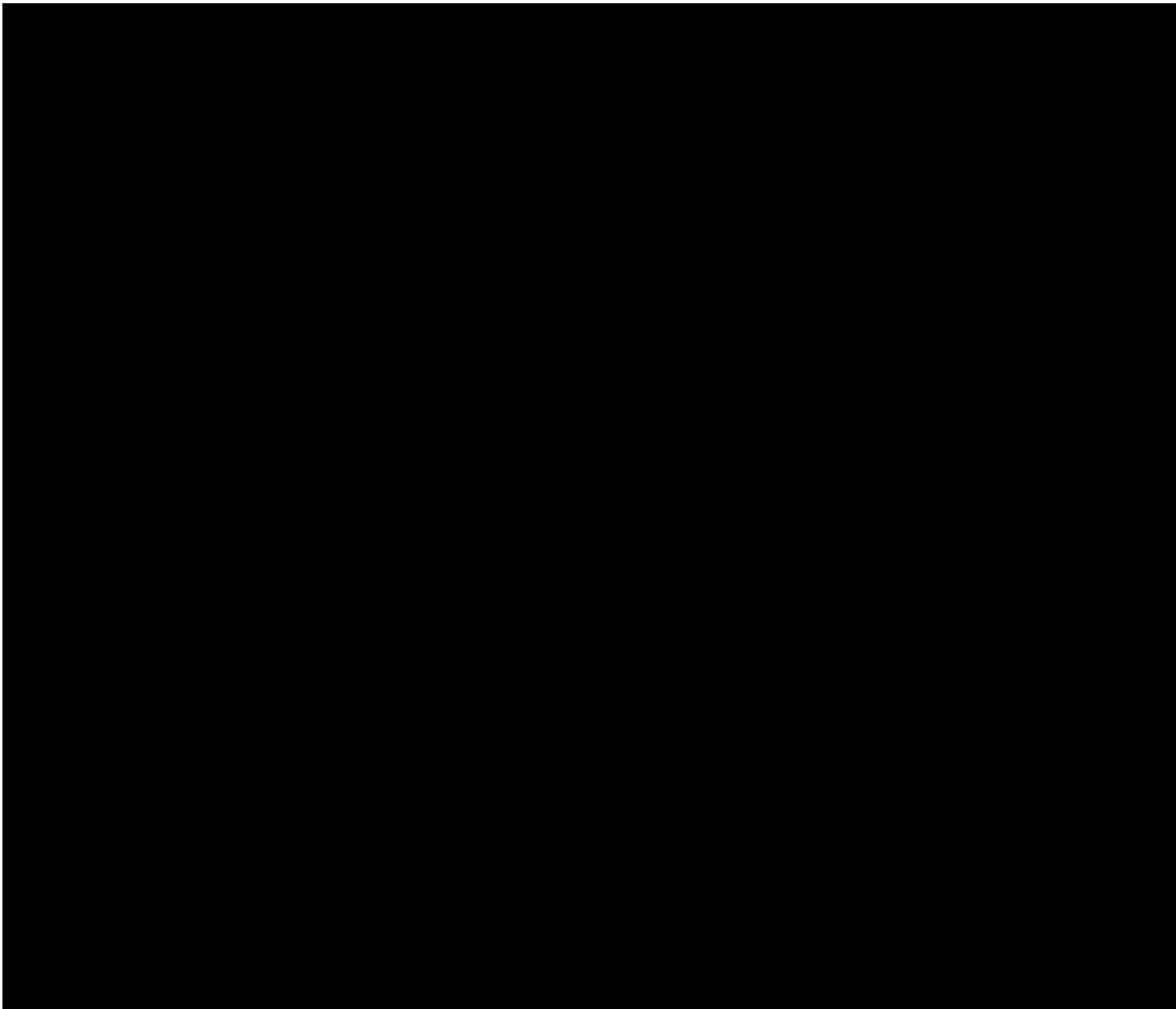
Tel: [REDACTED] | Fax: [REDACTED]
 Mb: [REDACTED]
 [REDACTED]@dha.gov.au | www.dha.gov.au

SOUTH QUEENSLAND HOUSING
 MANAGEMENT CENTRE

Ground Floor Suite 3-6, 240 Waterworks Road, Ashgrove QLD 4060
 Telephone: 07 3355 8800 Fax: 07 3355 8860
 Email: info@dha.gov.au Internet: www.dha.gov.au

27.09.12

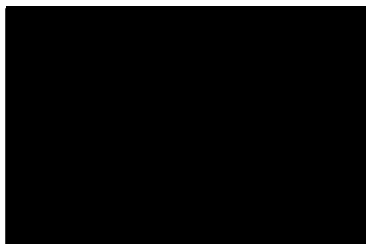
1465 3294



All,

I have spoken with the individual on the matter and he assures me that there will be no more like behaviour. I will speak with him further next week.

Cheers,



[REDACTED]

[REDACTED]@defence.gov.au

From: [REDACTED]
Sent: Friday, 28 September 2012 10:03
To: [REDACTED]
Cc: [REDACTED]@dha.gov.au
Subject: FW: [REDACTED] [SEC=IN-CONFIDENCE:STAFF]

IN-CONFIDENCE:STAFF

Good Morning Sir,

Please find below from [REDACTED] - DHA , as discussed yesterday.

Regards,

[REDACTED]

From: [REDACTED]
Sent: Thursday, 27 September 2012 16:58
To: [REDACTED]
Cc: [REDACTED]
Subject: [REDACTED]

Hi [REDACTED]

As per our discussion today 27/9/2012, please see below the recent timeline of incidents at [REDACTED]
[REDACTED]

There appears to be an escalation of incidents and complaints over the last two months, so it is this period that I have outlined for you below.

August

- 10/8/2012 - Member emailed DHA to request to have his father move into SR for family support
- 22/8/2012 - Member called DHA to advised of BDOM and planned to leave SR before deployment
- 23/8/2012 - DHA sent BDOM letter sent out to the member

24/8/2012 – Incident at the property was attended by Police.
28/8/2012 – Member emailed DHA to advise BDOM was rescinded.

September

5/9/2012 - Police lodged a Domestic Violence application in the Pine River Courts (refer to incident on 24/8/2012)
12/9/2012 – Body Corporate notified DHA that the tenant was leaving rubbish and beer bottles on front lawn (Common Property) which is a breach of the by-laws
24/9/2012 – Loud disturbance at the property from 10:30pm – 11:45pm (police not called)
25/9/2012 – President of Body Corporate lodged complaint with DHA regarding the continuous disturbances at [REDACTED]
27/9/2012 – Body Corporate issues BCCM Form 10 for continuous breaches of the By-law's, to the tenant (attached)
27/9/2012 – DHA sent: tenant letter, copy of By-laws and copy of BCCM Form 10 to tenant
27/9/2012 – [REDACTED] informed [REDACTED] of the above incidents via phone conference with [REDACTED] in attendance

As you can see above, the residents have stopped calling the Police and instead have started reporting incidents to the Body Corporate or DHA. We have no real authority in civil matters and I have therefore instructed the complainants, to in future call the proper authorities (Police) in the event of a disturbance in the complex.

If you would like any further information please don't hesitate to contact me.

Regards,

[REDACTED]
[REDACTED]
SQ HMC | Defence Housing Australia

South Queensland HMC | 3-6/ 240 Waterworks Road, ASHGROVE QLD 4060
Tel: [REDACTED] | Fax: [REDACTED] | Mob: [REDACTED]
[REDACTED]@dha.gov.au | www.dha.gov.au

From: [REDACTED]
Sent: Thursday, 27 September 2012 16:58
To: [REDACTED]
Subject: [REDACTED]

Hi [REDACTED]

As per our discussion today 27/9/2012, please see below the recent timeline of incidents at [REDACTED]

There appears to be an escalation of incidents and complaints over the last two months, so it is this period that I have outlined for you below.

August

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September

5/9/2012 - Police lodged a Domestic Violence application in the Pine River Courts (refer to incident on 24/8/2012)



27 September 2012

via normal mail.

[Redacted address]

Dear [Redacted name]

NOTICE OF BREACH

Defence Housing Australia (DHA) has received another noise complaint. The most recent complaint is from an incident that occurred between 22:30 and 23:45 on Monday 24th September 2012 at your address. The incident involved screaming, yelling, foul language and slamming doors.

The Defence Housing Australia Residence Agreement (DRA) that was signed by you at the Welcome Visit prior to your occupation of the residence stipulates the following:

13. Obligations relating to use

13.1 General

The Service Member must comply with the mandatory occupancy rules set out in clause 13.2.

13.2 Mandatory occupancy rules

(a) Disturbance, nuisance and annoyance

The Service Member must avoid any disturbance, nuisance or annoyance to neighbours whether by noise, behaviour, obstruction or other actions on the part of the Service Member or permitted occupants,

(b) Flats and Strata Units

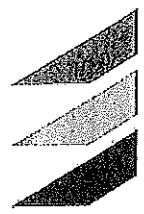
If the Service Residence is part of a strata or similar title scheme, the Service Member must also comply with all rules and regulations applying to such schemes and all directions made by the body corporate or similar body for the comfort, well-being and harmony of owners and occupiers of properties within the scheme.

As your residence is 1 of [Redacted] townhouses regulated by a Body Corporate where the By-laws have been passed to you DHA deemed that you know that 13.2 (b) regulation of the DRA applies.

This noise complaint and other noted incidents where the police have attended are contravening this regulation and putting you in breach of the DRA.

**SOUTH QUEENSLAND HOUSING
MANAGEMENT CENTRE**

Suite 3-6, Ground Floor, Highpoint
240 Waterworks Road, Ashgrove QLD 4060
Telephone: 07 3355 8800 Fax: 02 6222 2273
Email: info@dha.gov.au Internet: www.dha.gov.au
ABN 72 968 504 934



DHA has received a copy of a notice to you; *BCCM Form 10 Notice of continuing contravention of a body corporate by-law* from the Body Corporate regarding noise, behaviour of invitees and rubbish on common property.

Should you fail to comply with the Notice of continuing contravention of a body corporate by-law DHA may commence the process to evict you from the Service Residence under the DRA as per the following:

18. *Termination, Vacant Possession and Breach*

(a) *The Service Member acknowledges that.....*

(b) *DHA may terminate this DRA:*

(i) *by giving 28 days notice, if the Service Member breaches any of the provisions of this DRA ; ...*

(ii) *by giving 28 days written notice to the Service Member.*

(e) *Where there is an unlawful act or breach of this DRA by the Service Member or permitted occupants, DHA may choose to do one or more of the following:*

(i) *give notice in writing of that breach and any actions DHA requires to rectify it;*

(ii) *provide relevant details to Defence and involve Defence in the resolution of the breach including via the Member's chain of Command); or*

(iii) *terminate this DRA under Clause 18 (b).*

DHA has involved Defence in the resolution of the breach, and given you written notice requesting that you address the issues raised as per section 18 (e) of the DRA.

I have enclosed the following documents for your review and action; Body Corporate By-Laws and BCCM Form 10.

If you would like to discuss the above please contact the Assistant P&T Manager [REDACTED] on [REDACTED]
[REDACTED]

Yours sincerely,

[REDACTED]

[REDACTED]

Senior Property Manager
SQ HMC

14.11.12⁹
19231380

To: [REDACTED]
Subject: [REDACTED] **RE:** [REDACTED]

Hi [REDACTED]

Thank you for responding. Hope you are keeping safe as possible. I will pass a message in the letter box of [REDACTED] Cash to ensure that the [REDACTED] is also informed of the situation.

Regards

[REDACTED] Senior Property Manager
SQ HMC | Defence Housing Australia

HighPoint Plaza, Ground Floor Suite 3-6
Waterworks Road, Ashgrove, QLD 4060

Tel: [REDACTED] Fax: [REDACTED]
Mb: [REDACTED]
[REDACTED]@dha.gov.au | www.dha.gov.au
E.&O.E.

From: [REDACTED]
Sent: Wednesday, 14 November 2012 2:39 PM
To: [REDACTED]
Subject: RE: [REDACTED], [REDACTED]

im in [REDACTED] and have been since oct

From: [REDACTED]@dha.gov.au
To: [REDACTED]
Subject: [REDACTED]
Date: Wed, 14 Nov 2012 04:05:18 +0000

Hi [REDACTED]

It has come to DHA's attention that you are currently breaching the by-laws of your complex and in doing so are breaching your DRA.
Occupiers of a lot (unit) are to park in allocated parking areas only (your garage) or at the road verge at the entrance to the complex, not on the common property. Tenants are not to park in the Visitors parking bays as these are for contractors and visitors only.

This email is a reminder of this regulation.
Cars parked outside units repeatedly and for other than unloading personal items for a short period can have a health and safety issue and could hinder fire or ambulance vehicles if called.

Your compliance with the regulations of the By Laws of the complex would be appreciated.

Regards

██████████ | Senior Property Manager
SQ HMC | Defence Housing Australia

HighPoint Plaza, Ground Floor Suite 3-6
240 Waterworks Road, Ashgrove, QLD 4060

Tel: ██████████ | Fax: ██████████

Mb: ██████████
██████████@dha.gov.au | www.dha.gov.au

E.&O.E.

Important:

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28.05.13
2508 3957

[REDACTED]

To: [REDACTED]
Cc: [REDACTED] Body Corporate Managers; [REDACTED]
Subject: RE: Tenant [REDACTED]

Good Morning [REDACTED]

Thank you for your below email. [REDACTED] is on leave until the end of June so she has passed this to me as your point of contact.

I have been made aware of the previous issue surrounding this tenant and the steps taken in the past. I would like to assure you that we will take all necessary steps to deal with the tenant and the behaviour issues. As the previous issues seemed to have been resolved prior to [REDACTED] going away last year, we are required to begin our process again.

([REDACTED] are contacting [REDACTED] with the hope of booking an inspection with in the next week. [REDACTED] will conduct this inspection and speak with him about the noise breach. I will also be contacting the Defence Unit to advise of the continuation of the behaviour issues.

As advised by [REDACTED] last year, please continue to call the local police for noise disturbances, and advise us also of these circumstances.

Should you have any questions or queries in relation to the above, please do not hesitate to contact me on the details below.

Kind Regards

[REDACTED]
Senior Property Manager

SQ HMC | Defence Housing Australia
P O Box 530
High Point Plaza, Ground Floor Suite 3-6
Waterworks Road, Ashgrove QLD 4060

[REDACTED] | Fax: [REDACTED]
[REDACTED]@dha.gov.au | www.dha.gov.au

From: [REDACTED]
Sent: Friday, 24 May 2013 10:53 AM
To: [REDACTED]
Cc: [REDACTED] Body Corporate Managers; [REDACTED]
Subject: Tenant [REDACTED]

Dear [REDACTED]

Just a short but very important note regarding [REDACTED] [REDACTED]

Yesterday afternoon, Thursday 23rd May, the residents surrounding the units of [REDACTED] were subjected to unacceptable behaviour from [REDACTED] and 2 of his visitors. [REDACTED] and company started drinking on their back deck at approx. 3pm which resulted in continuous yelling and swearing using extremely offensive vocabulary for all to hear. This behaviour continued on for many hours before and could be heard clearly from inside my unit with the doors and windows closed. I had to intervene and request that [REDACTED] suppress his behaviour as my family and our visitors were extremely discussed and offended by the continual tirade, continual volume of noise, yelling and the profanities that was coming from this small group of people (as it sounded like a party of 20 people). At approximately 6pm, (after 3 hours of

this nonsense) I went out to advise the tenant, [REDACTED] and his friends that their behaviour was unacceptable and could be heard by the surrounding residents. When I went outside to ask [REDACTED] to reduce the volume of his voice he immediately saw me and went inside so as I could not speak to him to resolve this matter. I advised his visitors that the noise and vocabulary was totally unacceptable and unnecessary.

This tenant has been absent from this unit for approx 6 months, (possibly on army deployment) as you are aware, in the past, [REDACTED] has repeatedly incurred infringement and ongoing complaints with the Body Corporate, Defence Housing Australia (DHA), Queensland Police and the Army. He has only returned to live here a matter of days and he has started on his previous path.

As a young member of society representing our country in the Army, I am disgusted that the personality traits and continued lack of respect for society, that this individual continues to display is allowed to continue and housing is supplied and subsidised by taxpayers.

I strongly suggest you make contact with [REDACTED] and assure him we will not tolerate this behaviour this time around, other residents do not have to put up with this inappropriate "foul mouthed idiot".

Thanking you

[REDACTED]
President Body Corp.
[REDACTED]

Copy to:

DRHM [REDACTED]
[REDACTED]

NOTICE TO QUIT

I, [REDACTED] Regional Manager of DHA, South Queensland in the Commonwealth of Australia, hereby give you Notice to Quit and deliver up possession at the end of 28 days after the date of this notice, the service residence [REDACTED] situated at [REDACTED] [REDACTED] in the State of Queensland.

This Notice to Quit is issued due to breaches as outlined in

DRA (Defence Housing Australia Residence Agreement)

13.2 Mandatory occupancy rules

(a) Disturbance, nuisance and annoyance

The service member must avoid any avoid any disturbance, nuisance or annoyance to neighbours whether by noise, behaviour, obstruction or other actions on the part of the service member or permitted occupants,

(b) Flats and Strata Units

If the service residence is part of a strata or similar title scheme, the service member must also comply with all rules and regulations applying to such schemes and all directions made by the body corporate or similar body for the comfort, well-being and harmony of owners and occupiers of properties within the scheme

Dated this 6th day of June 2013.

Signed for and on behalf of the Commonwealth of Australia

[REDACTED]

[REDACTED]

HMC Manager
South Queensland

7th June 2013

Witnessed by

[REDACTED]

[REDACTED]

To: [REDACTED]
Cc: [REDACTED]
Subject: [REDACTED]

Hi [REDACTED] and [REDACTED]

As discussed, I wanted to provide you with an update as to where we are at with regards to the issues at [REDACTED]

05.06.2013 - Breach letter was sent to [REDACTED] -- outlining eviction process

05.06.2013 - Members unit has contacted him (as he is away and on leave); an inspection of the property has been arranged for the 11th June 2013

05.06.2013 - A representative from Defence (ADFO from [REDACTED]) has attended the unit complex to make apologies for the disturbances created by the member

06.06.2013 - Eviction letter "Notice to Quit" has been drawn up and will be hand delivered by myself and copied to the unit housing officer tomorrow.

06.06.2013 - I have spoken with both [REDACTED] and [REDACTED] about the seriousness of this situation; I have advised them verbally of the breaches. I have also outlined the references where the member is in Breach in the Defence Tenancy Agreement and also PACMAN (the Defence Policy); I have advised them that we are initiating the eviction process.

07.06.2013 - The "Notice to Quit" will be hand delivered tomorrow (Friday 7th June 2013); the process allow the member 28 days to provide DHA will vacant possession of the property

() se do not hesitate to give me a call if you require more information; as more details come to hand, I will continue to keep you updated. Once again, I apologise that your lives have been effected by this unacceptable behaviour. The Regional Manager, [REDACTED] and myself are working on this to get a quick resolution for you all.

Kind Regards
[REDACTED]

[REDACTED] | Business Support Manager
SQ HMC | Defence Housing Australia

HighPoint Plaza, Ground Floor Suite 3-6
240 Waterworks Road, Ashgrove, QLD 4060

Tel: [REDACTED] | Fax: [REDACTED]
Mb: [REDACTED]
[REDACTED]@dha.gov.au | www.dha.gov.au

[REDACTED]

To: [REDACTED]
 Cc: [REDACTED]; [REDACTED]
 Subject: [REDACTED] - one off offer of SR in location

Hi [REDACTED]

Further to the phone call this morning, I would like to provide further information on this situation

The "Notice to Quit" for Breaches to the DRA and Body Corporate by-laws for the [REDACTED] [REDACTED] that is currently occupied by [REDACTED] was sent today via email and mail.

In discussions with my hierarchy yesterday afternoon, DHA would like to make a "one off" offer to [REDACTED] [REDACTED] of a SR in the [REDACTED] complex at [REDACTED], the removal would be at his cost. This offer does not void the eviction from [REDACTED], although it does provide [REDACTED] with an opportunity to stay in subsidised accommodation in this location.

The complex at [REDACTED] is currently available for single members to live in; there are several units vacant at the premises that do not have neighbours; and it is located directly at the back of the base.

I have spoken to both [REDACTED] and [REDACTED] regarding the issues of the breach, both said that they have not taken the complaints seriously and do not believe that their behaviour has warranted such action; although both have admitted that the behaviour has occurred. In both conversations to [REDACTED] (6th June and 7th June) she was very distressed about [REDACTED] mental health and his reaction to this; she said it is only going to make him more "angry".

She also advised that she has spoken to DFA, DCO, Vet Affairs and the RTA (Residential Tenancies Authority Qld). She is trying to seek assistance for [REDACTED] behavioural issues through Vet Affairs. I have also given her your number to seek guidance as well. She advised that due to her work commitments and some leave that she has with [REDACTED] (a cruise), that they may struggle to move out of the property within the required 28 days timeframe ie. 4th July 2013

I have advised both [REDACTED] and [REDACTED] that I have many and varied complaints both in writing and over the phone (as outlined in our meeting); that the complaint is now with the Queensland Government Minister for Housing, the Managing Director of DHA and [REDACTED] Unit.

I have explained to them both that the DRA (Defence Tenancy Agreement) and Body Corporate Laws clearly state the rules ref DRA 13.2 Mandatory occupancy rules (a) disturbance, nuisance and annoyance and (b) Flats and Strata Units. This is the 2nd serious breach and is causing the other tenants in the complex great distress; and therefore this action needed to be taken.

If you require more information, please do not hesitate to give me a call.

Kind Regards

[REDACTED]
 [REDACTED] | Business Support Manager
 SQ HMC | Defence Housing Australia

[REDACTED]

From: [REDACTED] Body Corporate Managers
Sent: 12 July 2012 9:59 AM
To: [REDACTED]@dha.gov.au'
Subject: [REDACTED] - [REDACTED] tenant details

Hello [REDACTED]

As discussed, section 193 of the Body Corporate and Community Management Act 1997, Standard Module Regulation (2008) relates to notices for roll. This section requires the owner of a Lot to advise the body corporate of the details of any lessee with a lease of 6 months or more.

The Standard Module can be read here - <http://www.legislation.qld.gov.au/LEGISLTN/CURRENT/B/BodyCorpStR08.pdf>

Regards,
[REDACTED]

[REDACTED]
[REDACTED] Body Corporate Managers
PO Box 2485 Chermside Centre Q 4032

Ph: [REDACTED]

Fax: [REDACTED]

Email: [REDACTED]



Please consider the environment before printing this e-mail

This email is confidential and intended solely for the person or organisation to whom it is addressed. It may contain privileged and confidential information. If you are not the intended recipient, you should not copy, distribute or take any action in reliance on it. If you have received this transmission, please notify the sender at the email address above.



Date: Tuesday, June 4, 2013 1:09 PM
From: [REDACTED]
To: [REDACTED]
Subject: Fw: [REDACTED] tenant

----- Original Message -----

From: [REDACTED] Body Corporate Managers
To: [REDACTED]
Sent: Monday, October 22, 2012 10:57 AM
Subject: RE: [REDACTED] tenant

Hi [REDACTED]

[REDACTED] has advised us that DHA issued this tenant with a notice on 29th September, and have also contacted his superior who has spoken to him about his behaviour, but [REDACTED] has not been told what specific action the Army have taken.

She has also asked us again to report any more incidents and that she will deal with them straight away.

Regards,

[REDACTED]

[REDACTED]

[REDACTED] Body Corporate Managers

[REDACTED]

Ph: [REDACTED]

Fax: [REDACTED]

Email: [REDACTED]



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Date: Tuesday, June 4, 2013 1:14 PM

From: [Redacted]

To: [Redacted]

Subject: Fw: DHA meeting

----- Original Message -----

From: [Redacted] Body Corporate Managers

To: [Redacted]

Sent: Monday, June 03, 2013 4:43 PM

Subject: DHA meeting

Hi [Redacted]

[Redacted] from DHA has agreed to a meeting with us this Wednesday at 9am at DHA's office in Ashgrove - 240 Waterworks Rd. Not sure if you have been there before, but if you need directions let me know.

The meeting will be with us, [Redacted], and a person who liases between DHA and the tenants unit at Enoggera - she did tell me who this person was, but I don't recall exactly, but it seems as though it is not someone from DHA...

See you Wednesday.

Regards,

[Redacted]

[Redacted]


[Redacted] Body Corporate Managers

[Redacted]

Ph: [Redacted]

Fax: [Redacted]

Email: [Redacted]

 Please consider the environment before printing this e-mail
This email is confidential and intended solely for the person or organisation to whom it is addressed. It may contain privileged and confidential information. If you are not the intended recipient, you should not copy, distribute or take any

Notice of continuing contravention of a body corporate by-law

Body Corporate and Community Management Act 1997

This form is effective from 28 February 2012

If you need help completing this form, please visit www.justice.qld.gov.au or contact the BCCM Office on free call 1800 060 119.

NOTES: THIS FORM ONLY APPLIES TO SCHEMES REGULATED UNDER THE FOLLOWING REGULATIONS:

- *Body Corporate and Community Management (Standard Module) Regulation 2008*
- *Body Corporate and Community Management (Accommodation Module) Regulation 2008*
- *Body Corporate and Community Management (Commercial Module) Regulation 2008*
- *Body Corporate and Community Management (Small Schemes Module) Regulation 2008*

For schemes regulated under the *Body Corporate and Community Management (Specified Two-Lot Schemes Module) Regulation 2011*, refer to BCCM Form 27 – Notice to continuing contravention of a body corporate by-law (Specified Two-Lot Scheme).

Section 1—Respondent

The person/s against whom the complaint is made.

Name The tenant

Postal address [REDACTED]

Suburb [REDACTED]

State Q L D

Postcode

Section 2—Notice

WARNING:

If you repeat the contravention while this notice is in force the complainant may, without any further notice:

1. Start proceedings in the Magistrates Court for failure to comply with this notice.
2. Make an application under chapter 6 of the BCCM Act for the resolution of a dispute.

TAKE NOTICE that the complainant has reasonable grounds to believe that you are contravening the following by-law (*insert number and text of the body corporate by-law*):

- 2: Noise
- 7: Behavior of invitees
- 8: Rubbish on common property.
(See attached copy of by-laws)

and that you have done so in the following manner (*provide details of how the by-law has been contravened*):

- 2 & 7: Regular yelling, crashing against walls, offensive language, all easily heard by surrounding neighbors.
- 8: Various items such as beer bottles thrown onto common area lawn on numerous occasions.

You are required to cease the contravention within one days* of receiving this notice.
(*7 days or such other shorter or longer period as is reasonable in the circumstances)

Section 3

Signed by the authority of the body corporate under seal.

Name of each authorised person [REDACTED]

Name [REDACTED]

Signature [REDACTED]

Dated: / /
D D / M M / Y Y Y Y

Name [REDACTED]

Signature [REDACTED]

Dated: / /
D D / M M / Y Y Y Y

Name of body corporate secretary [REDACTED] **Body Corporate Managers**

Address [REDACTED]

Suburb [REDACTED]

State Q L D

Postcode

Notice of continuing contravention of a body corporate by-law

Body Corporate and Community Management Act 1997

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For schemes regulated under the Body Corporate and Community Management (Specified Two-Lot Schemes Module) Regulation 2011, refer to BCCM Form 27 - Notice to continuing contravention of a body corporate by-law (Specified Two-Lot Scheme).

Section 1 - Respondent

The person/s against whom the complaint is made.

Name, Postal address, Suburb, State QLD, Postcode 4035

Section 2 - Notice

WARNING: If you repeat the contravention while this notice is in force the complainant may, without any further notice: 1. Start proceedings in the Magistrates Court for failure to comply with this notice. 2. Make an application under chapter 6 of the BCCM Act for the resolution of a dispute.

TAKE NOTICE that the complainant has reasonable grounds to believe that you are contravening the following by-law (insert number and text of the body corporate by-law): 2: Noise 7: Behavior of invitees 8: Rubbish on common property (See attached copy of by-laws)

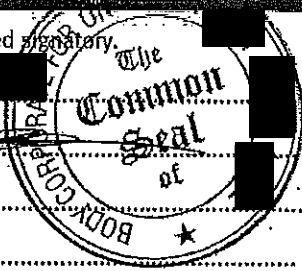
and that you have done so in the following manner (provide details of how the by-law has been contravened): 2 & 7: Regular yelling, crashing against walls, offensive language, all easily heard by surrounding neighbors. 8: Various items such as beer bottles thrown onto common area lawn on numerous occasions.

You are required to cease the contravention within one days* of receiving this notice. (*7 days or such other shorter or longer period as is reasonable in the circumstances)

Section 3

Signed by the authority of the body corporate under seal.

Name of each authorised signatory, Signature, Dated: 27/09/2012, Name of body corporate secretary c/- Body Corporate Managers, Address, Suburb, State QLD, Postcode 4032



SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
LOT 1 ON	1	1
LOT 2 ON	1	1
LOT 3 ON	1	1
LOT 4 ON	1	1
LOT 5 ON	1	1
LOT 6 ON	1	1
LOT 7 ON	1	1
LOT 8 ON	1	1
LOT 9 ON	1	1
LOT 10 ON	1	1
LOT 11 ON	1	1
LOT 12 ON	1	1
LOT 14 ON	1	1
LOT 15 ON	1	1
LOT 16 ON	1	1
LOT 17 ON	1	1
LOT 18 ON	1	1
LOT 19 ON	1	1
LOT 20 ON	1	1
TOTALS	19	19

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

Section 66(1)(d)(i), Section 66(1)(f) and Section 65(1)(g) of the Body Corporate and Community Management Act 1997 are not applicable.

SCHEDULE C BY-LAWS

1. DEFINITIONS

1.1 In these By-laws the following terms have the following meaning unless the context otherwise requires.

- (a) "Act" means the Body Corporate and Community Management Act 1997 as amended from time to time.
- (b) "Body Corporate" means the body corporate for the Scheme established pursuant to the Act.
- (c) "Building" means the building or buildings and/or parts thereof including the Lots erected upon the Scheme Land.
- (d) "Plan" means the registered Survey Plan for the Scheme Land.
- (e) "By-laws" means the By-laws for the Scheme.
- (f) "Common Property" means the common property for the Scheme.
- (g) "Committee" means the Committee of the Body Corporate appointed pursuant to the Act.
- (h) "Committee's Representative" means a member of the Committee appointed from time to time for the purpose of representing the Committee.
- (i) "Scheme Land" means the land contained within the Scheme.
- (j) "Lot" means a lot in the Scheme.
- (k) "Secretary" means the secretary of the Body Corporate.
- (l) "Scheme" means the community title scheme for On the River at AC Community Titles Scheme.

2. NOISE

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

3. VEHICLES AND PARKING

3.1 The owner or occupier of a Lot must not, without the Body Corporate's written approval:

- (a) park a vehicle or allow a vehicle to stand on the Common Property; or
- (b) permit an invitee to park a vehicle or allow a vehicle to stand on the Common Property.

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

3.3 However, the Body Corporate may cancel the approval by giving 7 days written notice to the occupier.

3.4 Despite any other By-Law, designated visitor parking must remain available at all times for the sole use of visitor vehicles.

4. OBSTRUCTION

4.1 The owner or occupier of a Lot must not obstruct the lawful use of the Common Property by someone else.

5. DAMAGE TO LAWNS ETC

5.1 The owner or occupier of a Lot must not without the Body Corporate's written approval:

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

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

5.3 However, the Body Corporate may cancel the approval by giving 7 days written notice to the occupier.

6. DAMAGE TO COMMON PROPERTY

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

6.2 However, an owner or occupier may install a locking or safety device to protect the Lot against intruders, or a screen to prevent entry of animals or insects if the device or screen is soundly built and is consistent with the colour, style and materials of the Building.

6.3 The owner or occupier of a Lot must keep a device installed under subsection (2) in good order and repair.

7. BEHAVIOUR OF INVITEES

7.1 An owner or occupier of a Lot shall take all reasonable steps to ensure that his invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the owner of another Lot or of any person lawfully using Common Property.

7.2 The owner or occupier of a Lot shall be liable to compensate the Body Corporate in respect of all damage to the Common Property or personal property vested in it caused by such owner or their invitees.

7.3 An owner or occupier of Lot which is the subject of a lease or licence agreement shall take all reasonable steps, including any action available to him under any such lease or licence agreement, to ensure that any lessee or licensee or other occupier of the Lot or their invitees comply with the provisions of the By-Laws.

7.4 The duties and obligations imposed by these By-laws on an owner of a Lot shall be observed not only by the owner but also by the guests, servants, employees, agents, children, invitees and licensees of such owner.

7.5 Where the Body Corporate expends money to make good damage caused by a breach of the Act, or of these By-laws by any owner of a Lot or the guests, servants, employees, agents, children, invitees or licensees of the owner of any Lot or any of them, the Body Corporate Committee shall be entitled to recover the amount so expended as a debt in any Court of competent jurisdiction from the owner of the Lot at the time when the breach occurred.

7.6 An owner or occupier shall require their invitees to be quiet at all times when passing over Common Property after 11.00pm.

8. LEAVING OF RUBBISH ETC ON COMMON PROPERTY

8.1 The owner or occupier of a Lot must not leave rubbish or other materials on the common property in a way or place likely to interfere with the enjoyment of the common property by someone else.

APPEARANCE OF LOT

9.1 The owner or occupier of a Lot must not, without the Body Corporate's written approval, make a change to the external appearance of the Lot.

9.2 The owner or occupier of a Lot must not, without the Body Corporate's written approval:

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

10. STORAGE OF FLAMMABLE MATERIALS

10.1 The owner or occupier of a Lot must not, without the Body Corporate's written approval, store a flammable substance on the Common Property.

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

10.3 However, this section does not apply to the storage of fuel in:

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

11. GARBAGE DISPOSAL

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

11.2 The owner or occupier of a Lot must:

- (a) comply with all local government local laws about disposal of garbage; and
- (b) ensure that the occupier does not, in disposing of garbage, adversely affect the health, hygiene or comfort of the occupiers of other Lots.

12. KEEPING OF ANIMALS

12.1 The owner or occupier of a lot 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 an invitee to bring or keep an animal on the Lot or the Common Property.

12.2 The owner or occupier must obtain the body corporate's written approval before bringing or permitting an invitee to bring an animal onto the Lot or the Common Property.

13. OBJECTS KEPT IN STAIRWAYS

- 13.1 An owner or occupier must not leave any object of any description in the common stairways. In the event that objects are left in the common stairways, any owner or occupier shall immediately remove such object.

14. USE OF LOTS

- 14.1 Subject to any exclusions contained in these By-laws an owner or occupier of a Lot shall not use that Lot or permit the same to be used otherwise than as a private residence nor for any purpose that may cause a nuisance or hazard or for any illegal or immoral purpose or for any other purpose that may endanger the safety or good reputation of persons residing within the Scheme Land.

15. USE OF RADIOS ETC

- 15.1 An owner or occupier of a Lot shall not operate or permit to be operated upon the parcel any radio, two way radio, short wave radio, transmitter, telecommunications device or electronic equipment so as to interfere with any domestic appliance or apparatus (including a radio or television receiver) lawfully in use upon the Common Property or in any other Lot.

16. STRUCTURAL ALTERATIONS TO THE INTERIOR OF LOTS

- 16.1 The manner and style of any structural fit out or structural alteration to the interior of any Lot must have the prior written approval of the Committee. The Committee shall be entitled to request plans and specifications as it might consider necessary to enable it to grant its approval and the owner of a Lot shall provide all such plans and specifications PROVIDED HOWEVER that where kitchen facilities are to be installed an extraction system approved by the Committee and relevant Statutory Authorities must be installed.

17. ALTERATIONS TO THE EXTERIOR OF LOTS

- 17.1 Where an owner proposes to carry out work, which will alter the exterior of any Lot, he shall follow the procedure set out below:
- (a) Apply in writing to the Body Corporate outlining the proposed work and provide plans and specifications. Such plans and specifications must be of the same architectural standard as the Building.
 - (b) The Body Corporate on behalf of the owner shall submit to the architect nominated by the Committee from time to time the plans and specifications for his approval in writing. The Body Corporate will use its best endeavours to ensure that the architect gives a decision promptly.
 - (c) The approval of the architect to any plans and specifications shall be considered by the Committee, provided that the architect shall be entitled to approve such plans with appropriate variations. If the architect refuses to give any approval the owner shall not be entitled to make the alterations proposed.
 - (d) If the Architect approves such plans then the proposal will be submitted to a general meeting of the Body Corporate for permission to proceed with alterations.
 - (e) Any costs associated with the procedure outlined above, including any fee from the architect, shall be paid by the owner seeking to make the alteration.

18. BALCONIES, TERRACES, FENCES, PERGOLAS, SCREENS, EXTERNAL BLINDS OR AWNINGS

- 18.1 An owner or occupier of a Lot shall not construct or permit the construction or erection of any balcony, terrace, fence, pergola, screen, external blind or awning of any kind within or upon a Lot or on Common Property without the prior approval in writing of the Committee. Such work must be carried out in a workmanlike manner and must not detract from the overall appearance of the Building.
- 18.2 The owner of a Lot shall be responsible for the maintenance and repair of any fence which forms part of the Lot. The Body Corporate shall have the power to repair or replace such fence at the expense of the Lot owner should the fence fall into disrepair.

18.3 All balconies and terraces are to remain unenclosed with no shutters, glazing, louvers or similar permanent structures other than those clearly depicted on the local authority approved drawings for the Building.

19. MAINTENANCE RESPONSIBILITY OF ALTERATIONS TO COMMON PROPERTY

19.1 Any alteration made to Common Property or fixture or fitting attached to Common Property by an owner of a Lot, whether made or attached with or without the approval of the Body Corporate Committee, shall, unless otherwise provided by resolution of general meeting or of a meeting of the Committee, be repaired and maintained by the owner for the time being of the Lot.

20. MAINTENANCE OF LOTS

20.1 Each owner shall be responsible for the maintenance of his Lot and shall ensure that his Lot is so kept and maintained as not to be offensive in appearance to other Lot owners through the accumulation of excess rubbish or otherwise. Maintenance of lawns and gardens that are located within the Lot, will be the responsibility of the Lot owner. All such lawns and gardens are to be mown regularly and kept well maintained.

21. REPLACEMENT OF GLASS

21.1 Windows shall be kept clean by the owner or occupier of a Lot and promptly replaced by the owner of the Lot with fresh glass of the same kind and weight as originally installed.

22. WINDOW TREATMENTS SUCH AS CURTAINS/SIMILAR VENETIAN BLINDS AND SHUTTERS

22.1 An owner or occupier of a Lot shall not hang curtains visible from outside the Lot unless those curtains have a white backing or unless such colour and design have been approved by the Committee. An owner or occupier of a Lot shall not install, renovate and/or replace a curtain backing or window treatment without having the colour and design of same approved by the Committee. In giving such approval, the Committee shall ensure so far as practicable that curtain backing and window treatment used in all units have colours that are sympathetic to the tones of the Building and present an aesthetically appearance when viewed from Common Property or any other Lot.

23. AUCTION SALES

23.1 An owner of a Lot shall not permit any auction sale to be conducted or to take place in his Lot or in the dwelling or upon the Scheme Land without the prior approval in writing of the Committee.

CORRESPONDENCE AND REQUESTS TO THE SECRETARY OF THE BODY CORPORATE

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

25. COPY OF BY-LAWS TO BE PRODUCED UPON REQUEST

25.1 Where any Lot or Common Property is leased or rented, otherwise than to an owner of a Lot, the lessor or as the case may be, landlord shall cause to be produced to the Lessee or tenant for his inspection a copy of the By-Laws.

26. RECOVERY OF COSTS

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

26.2 The Body Corporate may charge and recover interest at an annual rate determined by the Body Corporate by ordinary resolution in general meeting on any unpaid levies or other monies payable by an owner to the Body Corporate.

26.3 Any expense incurred by the Body Corporate in remedying any breach of the Act or the By-Laws shall be deemed to be a debt due by the owner of the Lot whose occupier caused such expense to the Body Corporate.

27. POWER OF BODY CORPORATE COMMITTEE

- 27.1 The Committee may make rules relating to the Common Property not inconsistent with these By-laws and the same shall be observed by the owners of Lots unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Body Corporate.
- 27.2 The Committee may retain such agents and servants it deems appropriate in carrying out its duties.

28. AIR CONDITIONING

- 28.1 No air conditioning system may be installed within a Lot or on Common Property without the prior written approval of the Body Corporate. The Body Corporate may establish standards for the type, noise, disposal, vibration, method of installation, location of condensers, provision of air, water reticulation and the like associated with the installation of any air conditioning unit.

29. SALE OF LOTS

- 29.1 Despite any other By-Law the original owner, its agents and any person authorised by it may:
- (a) use any Lot it owns as a display Lot and sales Lot;
 - (b) place any signs and other advertising and display material in and about the Lot and about the Common Property; and
 - (c) together with persons authorised by it, pass over the Common Property to gain access to and egress from any Lot.
- 29.2 Despite any other By-Law any other owner of a Lot may not erect any sign indicating sale of a Lot within 12 months of registration of the Scheme.

30. PAY TELEVISION / BROADBAND / PHONE / FAX / MODEM / RECEIVERS / ANTENNAE

- 30.1 The Committee has the power to allow a person to install cabling and associated items to allow the provision of cable or satellite television/computer/phone/fax/modem services to the Scheme Land and to enter into agreements with the providers of such services as deemed acceptable by the Committee from time to time.

31. RIGHT OF ENTRY

- 31.1 An owner or occupier shall allow entry into their Lot by the Body Corporate and its authorised parties for all purposes (including inspection and works) associated with the Body Corporate, the Building and the By-Laws upon reasonable notice. In the absence of any other special circumstances, twenty-four hours written notice shall be deemed reasonable. Despite the foregoing, no notice shall be required in the case of emergency.
- 31.2 The Body Corporate shall ensure as little disruption is caused to the owner or occupier of a Lot when exercising any rights of entry.

32. CARETAKER AND LETTING AGENTS' EQUIPMENT

- 32.1 Any caretaker or letting agent appointed by the Body Corporate shall be entitled to install, maintain and replace any equipment on the Common Property reasonably required for the operation of any services allowed under any agreements with the Body Corporate including PABX, pool cleaning, vending machines and cleaning equipment.

33. RECREATION AREAS

- 33.1 The recreational areas of the Common Property shall be used by an owner or occupier of the Lot subject to the following:
- (a) children below the age of 8 years are not to be in or around any pool areas (if applicable), unless supervised by an adult exercising effective control over them;
 - (b) no alcoholic beverages or glasses are to be taken to or consumed in or around the pool (if applicable);
 - (c) no person shall behave in an offensive manner within the recreation areas;
 - (d) the hours of operation of any recreation areas shall be as determined by the Committee;
 - (e) dress standards may be imposed by the Committee from time to time; and

- (f) no person shall operate, adjust or interfere with the operation of any of the equipment associated with any swimming pool, any associated chemicals or substances or any other equipment on the Common Property.

34. BODY CORPORATE AGREEMENTS

34.1 Subject to the Act the Body Corporate may enter into agreements with any other party on such terms as it may decide in its sole discretion including:

- (a) An agreement for the caretaking of the Common Property and letting of the Lots from the Scheme Land;
- (b) An agreement for the management of the Body Corporate including appointing a body corporate manager including carrying out tasks involving the duties of the secretary and treasurer;
- (c) An agreement with the original owner concerning the further development of the Scheme Land and the recording of any new community management statement;
- (d) An agreement with any party concerning the utility infrastructure and its supply and maintenance;
- (e) An agreement with any energy supplier;
- (f) An agreement with any cable television, satellite television, broadband, computer, fax, modem, PABX or phone service provider; and
- (g) An agreement to grant any licence or special rights or occupation authority to any party concerning use and occupation of any part of the Common Property not previously granted exclusive use to any other Lot owner.

35. EXCLUSIVE USE

35.1 The occupier of each Lot set out in Schedule E is entitled to the exclusive use and enjoyment for the nominated purpose of that part of the Common Property allocated to the Lot in Schedule E and identified on the sketch marked "A" attached to schedule E.

35.2 The occupier of a Lot which has the benefit of an exclusive use area must keep that area clean, tidy and in good repair.

35.3 The Body Corporate, its authorised parties and any caretaker may enter upon such exclusive use areas to carry out any inspection or works concerning the Building or the utility infrastructure.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

The location of service easements are shown in the attached services location diagram.

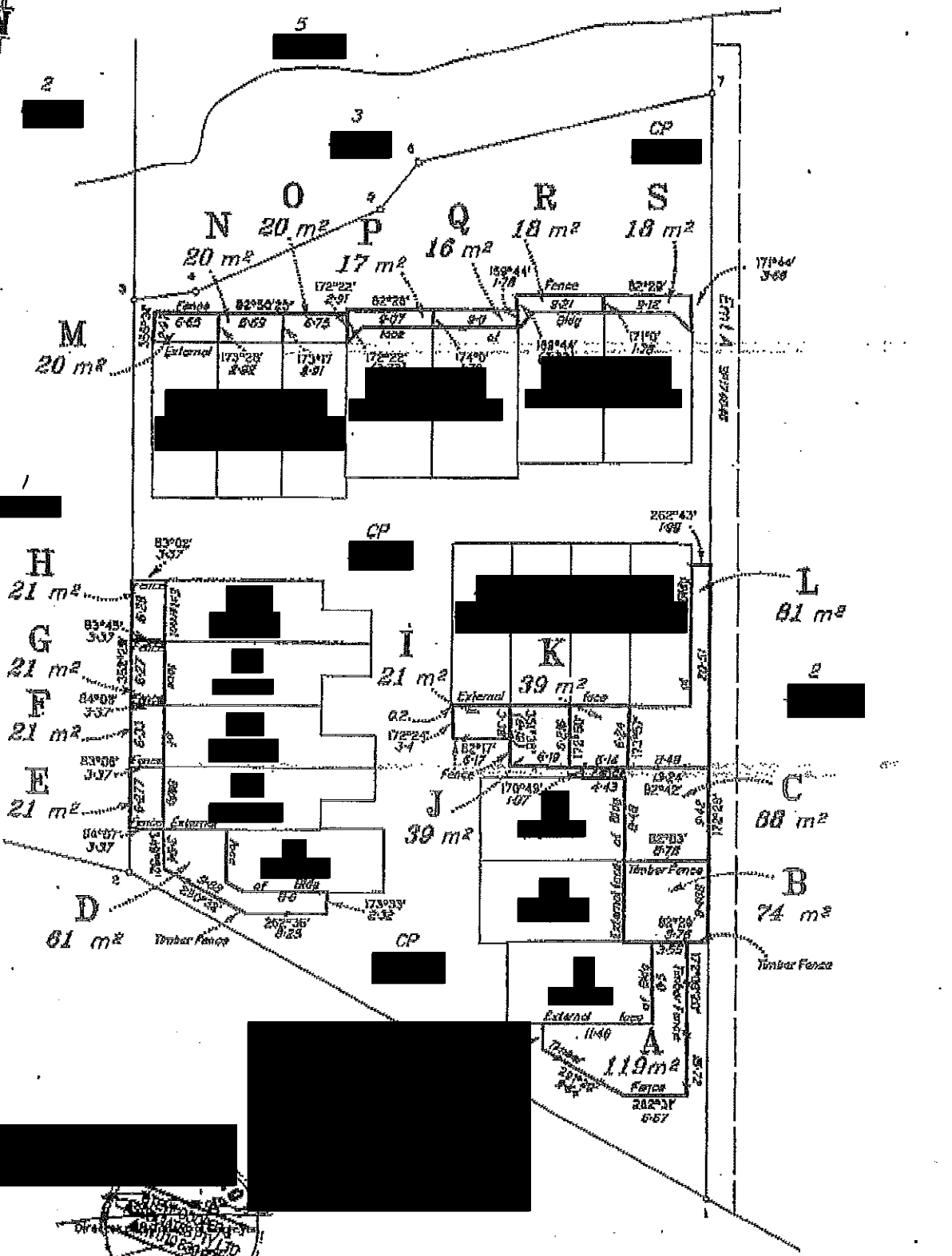
The Lots affected or proposed to be affected by statutory easements are shown in the following table:

Type of Statutory Easement	Lots Affected		
Telstra	Lots ██████	& Lots ██████	& Common Property on ██████
Electricity	Lots ██████	& Lots ██████	& Common Property on ██████
Sewer	Lots ██████	& Lots ██████	& Common Property on ██████
Water	Lots ██████	& Lots ██████	& Common Property on ██████
Stormwater	Lots ██████	& Lots ██████	& Common Property on ██████
Support & Shelter	Lots ██████	& Lots ██████	& Common Property on ██████

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

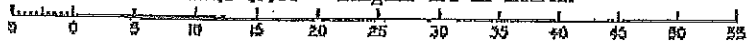
Lot on Plan	Exclusive Use Area	Purpose
Lot on [REDACTED]	Area A on sketch marked A	Courtyard
Lot on [REDACTED]	Area B on sketch marked A	Courtyard
Lot on [REDACTED]	Area C on sketch marked A	Courtyard
Lot on [REDACTED]	Area D on sketch marked A	Courtyard
Lot on [REDACTED]	Area E on sketch marked A	Courtyard
Lot on [REDACTED]	Area F on sketch marked A	Courtyard
Lot on [REDACTED]	Area G on sketch marked A	Courtyard
Lot on [REDACTED]	Area H on sketch marked A	Courtyard
Lot on [REDACTED]	Area I on sketch marked A	Courtyard
Lot on [REDACTED]	Area J on sketch marked A	Courtyard
Lot on [REDACTED]	Area K on sketch marked A	Courtyard
Lot on [REDACTED]	Area L on sketch marked A	Courtyard
Lot on [REDACTED]	Area M on sketch marked A	Courtyard
Lot on [REDACTED]	Area N on sketch marked A	Courtyard
Lot on [REDACTED]	Area O on sketch marked A	Courtyard
Lot on [REDACTED]	Area P on sketch marked A	Courtyard
Lot on [REDACTED]	Area Q on sketch marked A	Courtyard
Lot on [REDACTED]	Area R on sketch marked A	Courtyard
Lot on [REDACTED]	Area S on sketch marked A	Courtyard

SKETCH PLAN 'A' SHOWING EXCLUSIVE USE AREAS FOR



Date 21-5-2009

Scale 1:400 - Lengths are in Metres.



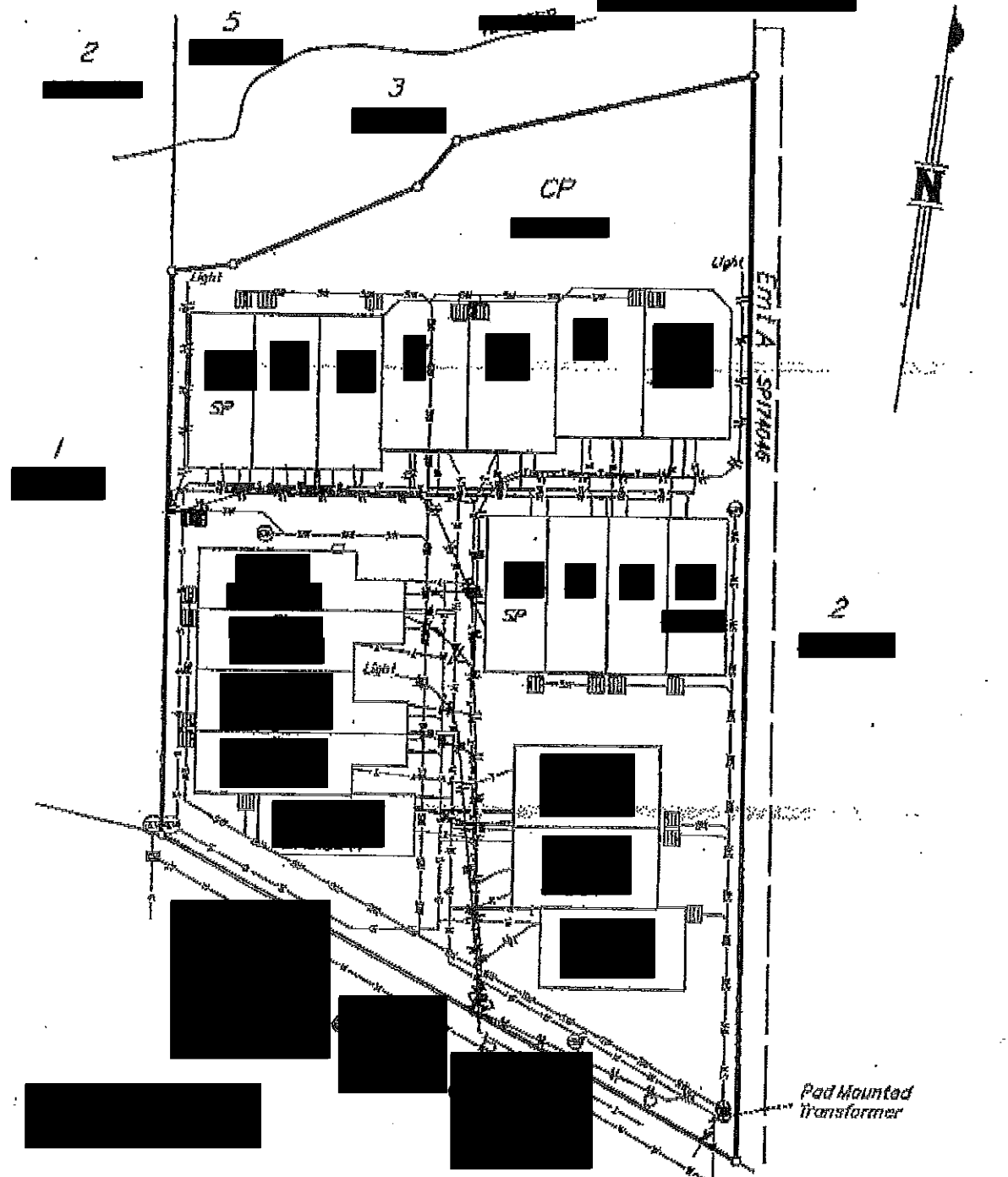
Parish of Bunya
County of Stanley
Orig. For 1
Map Ref.
Mortgage

08.04.2009
68F
08-1513E*Uta

SKETCH PLAN B SERVICES LOCATION DIAGRAM

Sheet 11 of 11

COMMUNITY TITLES SCHEME: [REDACTED]



Minister and Cadastral Surveyor

The Position of the services shown on this plan were plotted from the records kept by the builder and are indicative only. Prior to excavation or construction on the site the true location of these services should be established.

LEGEND

—T—T—T—	Telstra
—W—W—W—	Electricity
—S—S—S—	Sewer
—W—W—W—	Water
—SW—SW—	Stormwater

Lots [REDACTED] & Common Property

on [REDACTED]

LOCALITY: Albany Creek DATE: 06/04/2009

PARISH: Bunya ORIG: Per. 1

COUNTY: Stanley MAP REF: [REDACTED]

SCALE: 1:600

18
30.05.13
25211236

[REDACTED]

From: [REDACTED]
Sent: Thursday, 30 May 2013 4:15 PM
To: [REDACTED]
Subject: [REDACTED]

Good Afternoon [REDACTED],

As per our phone conversation this afternoon, in order for us to take this matter further we require some documentation.

In preparation for advising the Defence Unit of the behaviour issues the complex is having with the tenant of the above, we require copies of any police reports were incidents were reported to Police by other tenants. We also require a timeline of events including last year to ensure that all information we have on file is correct.

Please forward these documents to myself at your earliest convenience.

Should you have any questions or concerns regarding the above, please do not hesitate to contact me on the details below.

Kind Regards

[REDACTED] | **Senior Property Manager**

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