

Dealing Number

Duty Imprint



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1. Nature of request

Lodger (Name, address & phone number)

Lodger
Code

Request to record New Community Management
Statement for Pearl Bay Community Titles Scheme
30248

2. Lot on Plan Description

County

Parish

Title Reference

Common Property of Pearl Bay
Community Titles Scheme 30248

Ward

Coomera

50392679

3. Registered Proprietor/State Lessee

Body Corporate for Pearl Bay Community Titles Scheme 30248

4. Interest

Not Applicable

5. Applicant

Body Corporate for Pearl Bay Community Titles Scheme 30248

6. Request

I hereby request that: the new Community Management Statement deposited herewith which amends Schedule C of the existing Community Management Statement be recorded as the Community Management Statement for Pearl Bay Community Titles Scheme 30248.

7. Execution by applicant

5 16/12/03
Execution Date


CLAYTON GIENSTER
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

Office use only
 CMS LABEL NUMBER

1. Name of community titles scheme

Pearl Bay Community Titles Scheme 30248

2. Regulation module

Standard

3. Name of body corporate

Body Corporate for Pearl Bay Community Titles Scheme 30248

4. Scheme land

Lot on Plan Description	County	Parish	Title Reference
Common Property of Pearl Bay Community Titles Scheme 30248	Ward	Coomera	50392679
Lot 501 to 505 on SP 146952	Ward	Coomera	50392680 to 50392684
Lot 506 to 513 on SP 149195	Ward	Coomera	50397024 to 50397031
Lot 514 to 546 on SP 149218	Ward	Coomera	50399469 to 50399501
Lot 547 to 554 on SP 149195	Ward	Coomera	50397032 to 50397039
Lot 555 to 560 on SP 146952	Ward	Coomera	50392685 to 50392690

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

3 16 113
 Execution Date

Chairperson - *John Brassing*

Secretary
 Treasurer



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

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SCHEDULE A	SCHEDULE OF LOT ENTITLEMENTS
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Lot on Plan	Contribution	Interest
Lot 501 on SP 146952	10	29
Lot 502 on SP 146952	10	29
Lot 503 on SP 146952	10	29
Lot 504 on SP 146952	10	29
Lot 505 on SP 146952	10	29
Lot 506 on SP 149195	10	29
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Lot 514 on SP 149218	10	29
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Lot 554 on SP 149195	10	18
Lot 555 on SP 146952	10	18
Lot 556 on SP 146952	10	18
Lot 557 on SP 146952	10	18
Lot 558 on SP 146952	10	18
Lot 559 on SP 146952	10	18
Lot 560 on SP 146952	10	18
TOTALS	600	1,399

Pursuant to s64 of the *Body Corporate & Community Management Act 1997* the Community Management Statements lodged under Dealing No. 711460006, 711677516 and Dealing No. 712166142 are void as they erroneously omit Lots 538 to Lot 541 from Schedule A even though the Lots are incorporated in Item 4 and the total of 600 for the Contribution entitlements and 1,399 for the Interest entitlements are correct. The inconsistency can be identified when comparing Dealing No. 71146006, 711677516 and 712166142 to the previously lodged Community Management Statement under Dealing No. 709710716. To rectify the inconsistency, the New Community Management Statement inserts the omitted Lots into Schedule A.

SCHEDULE B	EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND
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Not Applicable

SCHEDULE C	BY-LAWS
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1 VEHICLES, ROADS, VISITORS CAR PARK

- 1.1 The 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.
- 1.2 An approval under Clause 1.1 must state the period for which it is given.
- 1.3 However the Body Corporate may cancel the approval by giving seven (7) days written notice to the occupier.
- 1.4 The private roadways, pathways, drives and other common property and any easement giving access to the scheme land shall not be obstructed by any owner or the tenants, guests, servants, employees, agents, children, invitees, licensees of an owner or any of them or used by them for any purpose other

than the reasonable entry and exit to and from their respective lots or the parking areas provided on common property.

1.5 An owner or occupier of a lot shall not drive or permit to be driven any motor vehicle in excess of two (2) tonnes weight on to or over the common property other than such vehicles necessary to complete the construction and/or occupation of any residence erected on the scheme land, and any motor vehicles entitled by any statute and/or local authority ordinances.

1.6 This by-law shall not apply to the original owner, whilst the original owner is developing or selling lots in the scheme.

2 OBSTRUCTION

2.1 An owner of a lot shall not obstruct lawful use of common property by any person.

3 DAMAGE TO LAWNS ETC ON COMMON PROPERTY

3.1 An owner or occupier of a lot shall not, without the Body Corporate's written approval:-

- (a) Damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon common property; or
- (b) Use for his own purposes as a garden, any portion of the common property.

3.2 An approval under Clause 3.1 must state the period for which it is given.

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

4 DAMAGE TO COMMON PROPERTY AND BODY CORPORATE ASSETS

4.1 An owner or occupier of a lot shall not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property or a body corporate asset except with the consent in writing of the Committee but this by-law does not prevent an owner or person authorised by him from installing:-

- (a) Any locking or other safety device for protection of his lot against intruders;
- (b) Any screen or other device to prevent entry of animals or insects upon his lot; or
- (c) Any improvements allowed under an exclusive use by-law;
- (d) Provided that the locking or other safety device or, as the case may be, gate or other device is constructed in a workmanlike manner, is maintained in a state of good and serviceable repair by the owner and does not detract from the amenity of the scheme land. All gates, doors and fences shall be securely fastened and locking mechanisms maintained.

5 DEPOSITING RUBBISH ETC ON COMMON PROPERTY

5.1 An owner or occupier of a lot shall not deposit or throw upon the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property;

6 INSTRUCTIONS TO CONTRACTORS ETC

6.1 The owners of lots shall not directly instruct any contractor or workmen employed by the Body Corporate unless so authorised.

7 GARBAGE DISPOSAL

7.1 All owners and occupiers shall:-

- (a) Comply with all local authority by-laws and ordinances relating to the disposal of garbage;
- (b) Ensure that the health, hygiene and comfort of the owner or occupier of any other lot is not adversely affected by his disposal of garbage;
- (c) Use the recycle bins or receptacles (if any) that may be provided by the Body Corporate and/or the relevant Local Authority;
- (d) Provide garbage containers to be collected on collection days in a way acceptable to the garbage collector;
- (e) Where the lot is not accessible via the garbage collector, have the bin for the lot placed in a corral or other collection point designated by the Committee; and
- (f) Promptly return the bin to its correct storage place after collection.

8 APPEARANCE OF BUILDINGS AND SIGNS

- 8.1 Subject to any by-law to the contrary and excepting items hung on a clothes line installed by the original owner or a real estate agent sign advertising the sale of the property, an owner or occupier of a lot shall not, except with the consent in writing of the Committee, hang any washing, towel, bedding, clothing or other article or display any sign, advertisement, placard, banner, pamphlet, or like matter on any part of his lot in such a way as to be visible from the common property or any other lot.
- 8.2 An owner or occupier of a lot shall not, except with the consent in writing of the Committee, permit any boat, trailer, caravan, campervan or mobile home on a lot which is visible from the common property or from any adjoining lot.

9 INFLAMMABLE LIQUIDS, GASES OR OTHER MATERIALS

- 9.1 An owner or occupier of a lot shall not bring to, do or keep anything in his lot which shall increase the rate of fire insurance on any property on the scheme land or which may conflict with the laws and/or regulations relating to fires or any insurance policy upon any property on the standard format plan or the regulations or ordinances of any public authority for the time being in force.
- 9.2 An owner of a lot shall not, except with the consent in writing of the Committee, use or store on his lot or upon the common property any flammable chemical, liquid, or gas or other flammable material other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes including gas barbecues, or such chemical, liquid gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

10 KEEPING OF ANIMALS

- 10.1 An occupier of a lot may keep an animal on the lot only where the occupier has the written approval of the Body Corporate. No more than two (2) animals may be approved to be kept on a lot at any one time. This by-law does not apply to fish.
- 10.2 The occupier of a lot must not bring or keep an animal on to the common property or permit any invitee to bring on to or keep an animal on the common property except where:-
 - (a) The occupier has the written consent from the Body Corporate referred to in Clause 10.1;
 - (b) The animal is on a leash or appropriately restrained; and
 - (c) The animal must not cause a nuisance to other persons lawfully using the common property.
- 10.3 The occupier in control of the animal must clean up after the animal.
- 10.4 If this by-law is inconsistent with any law such as the *Guide Dogs Act 1972*, the law shall prevail to the extent of any inconsistency.

- 10.5 If the Committee is satisfied that there is persistent contravention of this by-law in relation to a particular animal, the Committee may give a notice in writing to the relevant occupier that the animal must be removed from the common property and is not to return. The relevant occupier must comply with any notice given by the Committee.
- 10.6 Whilst the original owner owns a lot in the scheme, the authority of the Body Corporate to approve the keeping of animals may be exercised by the original owner or a nominee of the original owner.

11 AUCTION SALES

- 11.1 An owner or occupier of a lot shall not permit any auction sale or garage sale to be conducted or to take place in his lot or upon the scheme land without the prior approval in writing of the Committee except that this by-law not apply to the original owner.

12 RIGHT OF ENTRY

- 12.1 An owner or occupier, upon receiving reasonable notice from the Committee, shall allow the Body Corporate or any contractors, sub-contractors, workmen or other person authorised by it, the right of access to this lot for the purposes of carrying out works or effecting repairs on mains, pipes, wires or connections of any water, sewerage, drainage, gas, electricity, telephone or other system or service, whether to his lot or to an adjoining lot.
- 12.2 If in the reasonable opinion of the Committee or the Manager (if any) there is a matter of sufficient emergency, no such aforesaid notice will be necessary. Such works or repairs shall be at the expense of the owner or occupier of the lot in the case where the need for such works or repairs is due to any act of default of the owner or occupier or their guests, servants or agents. Any entry pursuant to this by-law shall not constitute trespass. The Committee or Manager (if any) in exercising the powers under this by-law shall ensure that its servants, agents and employees cause as little inconvenience to the owner or occupier of the lot as is reasonable in the circumstances.

13 NOISE

- 13.1 An owner or occupier of a lot, their guests, servants or agents shall not make or permit any noise likely to interfere in any way with the peaceful enjoyment of other owners or occupiers of lots or of any person lawfully using the common property. In particular, no owner or occupier of a lot shall hold or permit to be held any social gathering in his lot which would cause any noise which unlawfully interferes with the peace and quietness of any other owner or occupier of a lot, at any time of day or night and in particular shall comply in all respects with the relevant laws that regulate noise emission.
- 13.2 In the event of any unavoidable noise in a lot at any time, the owner or occupier thereof shall take all practical means to minimise annoyance to other owners or occupiers of lots by closing all doors, windows and curtains of his lot and also further steps as may be within his power for the same purpose.
- 13.3 Guests leaving after 11:00 p.m. shall be requested by their hosts to leave quietly. Quietness also shall be observed when an owner or occupier of a lot returns to the lot late at night or early morning hours.
- 13.4 An owner or occupier of a lot shall not operate or permit to be operated upon the scheme land any radio, two way radio, shortwave 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.
- 13.5 The volume of any radio, television or other sound equipment shall be kept as low as possible at all times and shall not be operated in such a manner as to be audible to any other owner or occupier of a lot.
- 13.6 An owner or occupier of a lot shall not permit any musical instrument to be practised or played upon or any avoidable noise to be made in such manner as to be audible to any other owner or occupier of a lot.

14 USE OF LOTS

- 14.1 Subject to By-Law 14.2, an owner or occupier of a lot shall not use that lot or permit the same to be used otherwise than as a 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. This by-law shall not restrict the owner of a development lot from carrying out development works contemplated under this CMS.

- 14.2 The Manager's unit may not be used for both residential purposes and the purpose of fulfilling the caretaking and letting duties required of the Manager.

15 INFECTIOUS DISEASES

- 15.1 In the event of any infectious disease which may require notification by virtue of any Statute, Regulation or Ordinance happening in any lot, the owner or occupier of such lot shall give written notice thereof and any other information which may be required relative thereto to the Committee and shall pay to the Committee the expenses incurred by the Committee of disinfecting the lot and any part of the common property to be disinfected and replacing any article or thing the destruction of which may be rendered necessary by such disease.

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 to ensure that the owner has complied with the building covenants applying to the lot. The Committee shall be entitled to request copies of such plans and specifications as it might consider necessary to enable it to grant its approval and the owner of a lot shall comply with all such requests.

17 ALTERATIONS TO THE EXTERIOR OF LOTS

- 17.1 An owner or occupier of a lot shall not paint or repaint or carry out any work to the exterior of the building on any lot except as approved by the Committee in writing. Any work, alteration, improvement or structure carried out or erected in breach of this by-law may be forthwith removed with or without notice by the Body Corporate Manager and each of their respective employees, agents and contractors and any entry on to the lot pursuant to this by-law shall not constitute trespass. Whilst the original owner continues to own one lot in the scheme, it shall have a right of veto over all approvals given by the Committee pursuant to this by-law.

18 MAINTENANCE RESPONSIBILITY OF ALTERATIONS TO COMMON PROPERTY

- 18.1 Any alteration made to common property or fixture or fitting attached to common property by any owner of a lot shall, unless otherwise provided by resolution of a general meeting of the Committee, be repaired and maintained by the owner for the time being of such lot.

19 MAINTENANCE OF LOTS AND LANDSCAPE PRESERVATION

- 19.1 Each occupier shall ensure that his lot, including landscaping, is kept and maintained so it is attractive and neat in appearance and there is no accumulation of excess rubbish or otherwise;
- 19.2 The occupier of each lot shall maintain the garden (including the lawn) area in a neat and tidy condition. This by-law includes an obligation for the occupier to mow and trim lawns and hedges, prune gardens and generally keep the lot in a state of good presentation at all times. The owner and occupier of each lot shall allow access to the Body Corporate, Caretaker or their subcontractors to inspect the garden to ensure that the area has been properly maintained in a neat and tidy condition.
- 19.3 If an owner or occupier does not comply with this by-law, the Body Corporate may issue a written notice to remedy to the owner and/or occupier. If the owner or occupier does not remedy the breach of this by-law within seven (7) days of being given the notice, the Body Corporate may engage the Caretaker or another contractor to take remedial action. The Body Corporate, the Caretaker and any subcontractor shall have the right to enter the lot to carry out the remedial action. The owner and the occupier of the lot are jointly and severally liable to pay the costs of remedial action incurred by the Body Corporate (including legal cost).

20 SUPPLY OF BUILDING INSURANCE

- 20.1 The Body Corporate may establish an insurance scheme pursuant to Section 134 of the Standard Module.

- 20.2 The insurance scheme will provide building insurance over the improvements on the lots of those owners who take part in the insurance scheme.
- 20.3 An owner who takes part in the insurance scheme must notify the Body Corporate and must provide an estimated value of the buildings to be insured.
- 20.4 An owner taking part in the insurance scheme must abide by decisions of the Body Corporate and by the terms and conditions of the insurance provided pursuant to the insurance scheme.
- 20.5 An owner taking part in the insurance scheme is liable to reimburse the Body Corporate for the proportion of the premium fairly reflecting:-
- (a) The proportion of the total value of the buildings insured under the insurance scheme represented by the stand alone buildings on the owners lot; and
 - (b) The proportion of the total risks covered by the policy attributable to activities carried on, or proposed to be carried, on the owner's lot.
- 20.6 The amount of an owner's contribution can be recovered by the Body Corporate as part of the owner's annual contribution to the administration fund.

21 TAPS

- 21.1 An owner or occupier of a lot shall not waste water and shall see that all water taps in his lot are promptly turned off after use. An occupier using facilities or taps on common property shall ensure that taps are promptly turned off after use. Should the lot be unoccupied for a period of more than a month, then the stopcock or such other similar device in the hot water system will be turned off.

22 WATER CLOSETS

- 22.1 The water closets and conveniences and other water apparatus including waste pipes and drains shall not be used for any purpose other than those for which they were constructed and no sweepings or rubbish or other unsuitable substances shall be deposited therein. Any damage or blockage resulting to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence shall be borne by the owner whether the same is caused by his own actions or those of his servants, agents, licensees or invitees.

23 BEHAVIOUR OF INVITEES

- 23.1 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 or occupier of another lot or of any person lawfully using common property.
- 23.2 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 occupier or their invitees.
- 23.3 An owner of a 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 provision of this by-law.
- 23.4 The duties and obligations imposed by these by-laws on an owner or occupier of a lot shall be observed not only by the owner or occupier but also by the guests, servants, employees, agents, children, invitees and licensees of such owner or occupier.
- 23.5 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 or occupier of a lot or the guests, servants, employees, agents, children, invitees or licensees of the owner or occupier of a lot or any of them, the Committee shall be entitled to recover the amount so expended as a debt in any action in any court of competent jurisdiction from the owner of the lot at a time when the breach occurred.

- 23.6 An owner or occupier of a lot shall take all reasonable steps to ensure that their invitees and guests are suitably attired at all times.

24 NOTICE OF DEFECT

- 24.1 An owner or occupier of a lot shall give the Committee and/or the Manager prompt notice of any accident to or defect in the water pipes, gas pipes, electric installations or features which comes to his knowledge and the Committee shall have authority by its agents or servants in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as it may deem necessary for the safety and preservation of the common property as often as may be necessary.

25 DISPLAY UNIT

- 25.1 While Fish Developments Pty Ltd ACN 090 846 825 or Fish Marketing Pty Ltd ACN 011 027 785 or any marketing agent (or its nominee) remains an owner of any lot (including a development lot), it and its officers, servants and/or agents shall be entitled to use any lot or lots of which it remains an owner as a display unit and shall be entitled to allow prospective purchasers to inspect any such unit and for such purposes shall be entitled to use such signs, advertising or display material in or about the lot and common property as it thinks fit, such signs shall be attractive and tasteful having regard to the general appearance of the scheme land and shall not at any time and from time to time be more in terms of number and size than is reasonably necessary.

26 BODY CORPORATE EMPOWERED TO ENTER INTO AGREEMENTS

- 26.1 Without derogating from any powers, authorities, duties and functions conferred or imposed on it by or under the Act or elsewhere under these by-laws, the Body Corporate shall be empowered to enter into any agreement between the Body Corporate and Fish Developments Pty Ltd ACN 080 846 825 (or its nominee) relating to the maintenance of any undeveloped parts of the scheme land. Any such agreements shall be upon such terms and conditions as the Body Corporate shall decide in its absolute discretion.

27 ORIGINAL OWNER PERMITTED TO USE COMMON PROPERTY TO CARRY OUT CONSTRUCTION WORKS

- 27.1 Until all lots in the scheme land are fully constructed, Fish Developments Pty Ltd ACN 090 846 825 (or their nominee) has the authority of the Body Corporate to access common property for construction purposes including the moving of construction traffic to any lot or common property.

28 CORRESPONDENCE

- 28.1 All complaints or applications to the Body Corporate or its Committee shall be addressed in writing to the Secretary or the Body Corporate Manager of the Body Corporate.

29 REQUESTS TO THE SECRETARY

- 29.1 An owner or occupier of a lot shall direct all requests for consideration of any particular matter to be referred to the Committee, to the Secretary, and not to the Chairperson or any member of the Committee.

30 NOTICES

- 30.1 An owner or occupier of a lot, his servants, agents, licensees and invitees shall observe the terms of any notice displayed in the common property by authority of the Committee or of any statutory authority.

31 COPY OF BY-LAWS TO BE PRODUCED UPON REQUEST

- 31.1 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 upon the request of the Lessee or Tenant produce or cause to be produced to the Lessee or Tenant for his inspection a copy of the by-laws for the time being in force in respect of the scheme land.

32 POWER OF COMMITTEE

- 32.1 The Committee may make rules relating to the Common Property including, but not limited to, rules imposing speed limits in respect of roadways within the Scheme Land, not inconsistent with these by-laws and the same shall be observed by the owners or occupiers of Lots unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Body Corporate.

33 ALLOCATION OF EXCLUSIVE AREAS - MARINA BERTHS

- 33.1 The Body Corporate has exclusive use rights over parts of the waterways of the principal scheme. The exclusive use rights are an asset to the Body Corporate over which the original owner may allocate by authorised allocation, exclusive use rights that shall attach to lots within the scheme. The areas to be allocated under this exclusive use by-law shall be allocated for the purposes of Marina Berths.
- 33.2 This by-law may attach to a lot on the basis of an authorised allocation. The occupier of each lot for the time being to which this by-law attaches, shall have exclusive use to the rights and enjoyment of the marina berth area allocated by way of authorised allocation of Body Corporate asset allocated by way of an authorised allocation, the details of which have been given to the Body Corporate by the original owner or an agent of the original owner.
- 33.3 The details of the areas allocated to lots under this by-law are recorded in Schedule E and defined on the plan attached to this Community Management Statement.
- 33.4 Occupiers of lots that have an exclusive use area allocated under this by-law:-
- (a) Are entitled to only use the area for the purposes as set out in this by-law;
 - (b) Must at their expense, keep the marina berth area clean and tidy.
- 33.5 An owner who has exclusive use of a berth must:-
- (a) Not use the berth for any purpose except the mooring of a vessel or any other purpose specifically authorised by the Body Corporate from time to time;
 - (b) Register and maintain the registration of any vessel intended to be moored at the berth from time to time if it is required by law to be registered;
 - (c) Keep the marina berth neat and tidy, free of litter, rubbish, bottles and drying clothes;
 - (d) Always securely lock and secure a vessel while it is at the berth;
 - (e) Not store flammable liquids or dangerous materials on a vessel or at a berth other than in the tank of the vessel;
 - (f) Effect and maintain proper and adequate marine insurance of any vessel and public liability insurance in relation to any vessel;
 - (g) Ensure that only one vessel is moored at the berth at any one time;
 - (h) Ensure that any vessel if to be moored at the berth does not extend past the projected boundary lines of the berth;
 - (i) Ensure that there is no movement of a vessel to be moored at the berth between the hours of 10:00p.m. and 6:00a.m. unless such movement can be undertaken with minimal noise and disturbance to others;
 - (j) Ensure that any navigation lights or navigations marks required by the Body Corporate are erected or placed on the berth at the owner's cost as so directed by the Body Corporate;
 - (k) Not dispose of any rubbish, plant, animal or any other substance whatsoever in the waterway;
 - (l) Not dispose of any pollutant, chemicals, waste, sewerage or a substance into the waterways;

(m) Not do anything which will in any way interfere with the water quality of the waterways.

33.6 An owner who has a berth may licence the use of that berth to another person who is a resident of a lot in the scheme provided the owner is always responsible for compliance with these by-laws and the principal scheme Body Corporate by-laws. If an owner or occupier licenses or allows any person to use their berth, the following information must be provided to the Body Corporate:-

- (a) Name and address of the vessel's owner;
- (b) Length and draft of the vessel;
- (c) Registered number and name (if applicable) of the vessel;
- (d) Location of the berth;
- (e) Length of license or expected stay;
- (f) Such other particulars as the Body Corporate may from time to time require.

33.7 All vessels must be equipped by the owner or master with fire lighting equipment prescribed by regulations made under the Queensland Marine Act of 1958 for the class of that vessel.

33.8 Where a person has not complied with any by-laws, it will be a defence to prove that the Act complained of was necessary to secure the safety of any property or avoid personal injury and was a reasonable step to take in the circumstances.

33.9 It will be the responsibility of the owner or person in lawful possession of a vessel moored in any berth to ensure that:-

- (a) The vessel and its machinery, equipment and any goods on board are sufficiently protected against loss or damage arising out of accident, damage or theft;
- (b) Any mooring lines holding the vessel are good and sufficient; and
- (c) The vessel is in all other respects safely secured in its mooring place.

33.10 The operating and maintenance costs of the jetty shall be shared equally between those lot owners who are allocated a marina berth adjoining the jetty. The Body Corporate shall prepare a budget for all of the jetty costs and may include in a relevant lot owner's notice of contributions, the proportion payment in respect of the jetty costs. The proportion payable in respect of the jetty costs by a relevant lot owner may be recovered, along with Body Corporate contribution payable, as a liquidated debt.

34 ALLOCATION OF EXCLUSIVE USE AREAS - PONTOONS

34.1 The Body Corporate has exclusive use rights over parts of the waterway of the principal scheme. The exclusive use rights are an asset to the Body Corporate over which the original owner may allocate by an authorised allocation, special rights of use that attach to lots within the scheme. The areas to be allocated under this exclusive use by-law shall be allocated for the purpose of access to and on pontoons.

34.2 This by-law may attach to a lot on the basis of an authorised allocation. The occupier of each lot for the time being to which this by-law attaches, shall have a special right to use and enjoy the pontoon area allocated by way of an authorised allocation, the details of which have been given to the Body Corporate by the original owner or an agent of the original owner.

34.3 The details of the areas allocated to lots under this by-law are recorded in Schedule E and defined on the plan attached to this Community Management Statement.

34.4 A special right to use an individual pontoon shall only be allocated to the owners of the two lots directly adjacent to the pontoon. The special right to use shall be allocated to the exclusion of all other lot owners or occupiers other than the two owners granted a special right to use an individual pontoon.

- 34.5 Each of the two (2) owners granted a special right to use an individual pontoon shall be responsible for the maintenance, operating costs and upkeep of the pontoon. The lot owners will be jointly liable and must contribute to the maintenance, operating costs and upkeep equally.
- 34.6 If an owner or occupier does not comply with this by-law, the Body Corporate may issue a written notice to remedy to the owner and/or occupier. If the owner or occupier does not remedy the breach of this by-law within seven (7) days of being given the notice, the Body Corporate may engage the Caretaker or another contractor to take remedial action. The Body Corporate, the Caretaker and any sub-contractor shall have the right to enter the lot so as to gain access to the pontoon to carry out the remedial action. The two (2) lot owners with a special right to use the pontoon are jointly and severally liable to pay the costs of remedial action incurred by the Body Corporate (including legal costs).
- 34.7 Owners that share a special right to use the pontoon under this by-law:-
- (a) Shall not interfere with the part of the pontoon on their lot;
 - (b) Shall allow access to and over that part of the pontoon on their lot to the adjoining owner who shares the special right (including their agents); and
 - (c) Shall be jointly liable (with the adjoining owner) for the maintenance, operating costs and upkeep of that part of the pontoon on their lot.

35 AIR-CONDITIONERS

- 35.1 The occupier of each lot shall repair and maintain any air-conditioner on the lot so that any part of the air-conditioner visible from outside the lot is kept in an attractive state and the air-conditioner does not create undue noises or leakage which may affect the common property or other owners or occupiers.
- 35.2 An owner or occupier shall not, except with the consent in writing of the Committee, change the size, type or replace or install any air-conditioner on the lot or common property which is visible from outside the lot.

36 WASHING LINES

- 36.1 The following conditions apply in relation to drying facilities:-
- (a) The occupier shall ensure that any drying facility shall be used only for drying and items that are dry shall be removed properly and the drying facility retracted (where possible) when not in use;
 - (b) Drying facilities shall not be changed or replaced with a different type of drying facility except with the consent of the Committee.

37 SECURITY

- 37.1 The Body Corporate may arrange and operate a security system to monitor the common property.
- 37.2 The Committee:-
- (a) Is responsible for control of the security system; and
 - (b) May employ servants, agents or contractors to operate the system.
- 37.3 The security arrangements may, at the discretion of the Body Corporate, include without limitation the following:-
- (a) The issue of security access cards upon conditions, including payment of a deposit;
 - (b) The rights (upon complaint) to remove any person from the common property or to refuse admission to any person it considers is likely to be a nuisance or a security risk;
 - (c) The right to enter upon any part of the scheme land for the purposes of maintaining security;

- (d) The right of admission to any person subject to limits on the time of use and the parts of the common property that may be used or the manner of use and the right to revoke that right of admission at any time on reasonable grounds;
- (e) That parts of the common property be secured against entry by unauthorised persons; and
- (f) That security patrols, locks and other security devices or procedures are used to implement or operate it.

37.4 The Body Corporate is not liable for any injury to or death of a person or loss of or damage to property (whether in common property or a lot) arising because:-

- (a) The security system is not operating; and
- (b) The security system fails to operate as intended.

37.5 A drunken, idle or disorderly person found in or upon the common property may be summarily ejected and removed from the scheme land by a security officer or a member of the Police Force.

38 REPAINTING OF UNITS

38.1 The Body Corporate wishes to retain conformity as to style and colour of building on both the common property and lots and to maintain a high standard in relation to external appearance to those buildings. To comply with this by-law, the Body Corporate requires each owner to repaint the external surface of any building on a lot in the same colour and toning as is consistent with buildings or other improvements on the common property or otherwise in a colour combination that may, from time to time, be determined by the Committee of the Body Corporate. The Body Corporate imposes the following conditions for repainting:-

- a. Such works are to be carried out at least every ten (10) years;
- b. All painting must be completed by an equivalent professional standard; and
- c. The colour for the external walls and downpipes, the contrast and the trims must be submitted to the Committee for written approval prior to any painting being commenced and must have the written approval of both adjoining owners.

38.2 The Committee may give written notice to an owner or occupier of a lot requiring that the obligations under by-law 38.1 be complied with and if such notice has not been complied with to the reasonable satisfaction of the Committee within fourteen (14) days of the date of that notice, the Committee may, in its absolute discretion, cause the improvements to be put in such a state and the owner or occupier (as the case may be) will forthwith pay the costs incurred or payable by the Body Corporate in that regard on demand.

38.3 An owner or occupier of a lot will allow the Committee and the servants and contractors of the Body Corporate access to the lot and the repainting at all reasonable times for the purposes of inspection and carrying out of works under this by-law provided that the Committee gives the owner and occupier reasonable notice of its intention to enter upon the relevant lot and improvements and carry out works under this by-law.

39 SEVERABILITY

39.1 If it is held by a Court of competent jurisdiction that:-

- (a) Any part of these by-laws void, voidable, unenforceable or ultra vires; or
- (b) These by-laws would be void, voidable, unenforceable or ultra vires unless some part of them was severed from the remainder of them,

then that part will be severable and severed from the by-laws but without effecting the continued operation of the remainder.

40 PRINCIPAL SCHEME BY-LAWS

- 40.1 An owner or occupier must at all times observe and comply with the principal scheme by-laws.
- 40.2 Pursuant to the principal scheme by-laws:-
- (a) A person must not alter, deface or damage any revetment wall forming part of a lot of common property where such revetment wall is adjacent to or forms part of the boundary or of a waterway (as defined in the principal scheme by-laws) without the written consent of the Body Corporate, the principal scheme body corporate and any other approval required by law;
 - (b) A person must promptly notify the principal scheme body corporate of any damage to or defect in such a revetment wall on a lot or common property;
 - (c) A person must pay for any damage to such revetment wall and to any other lots or the common property of the scheme or the principal scheme caused by that person's improper alteration, defacing, or damage to such a revetment wall on a lot or common property.
- 40.3 Subject to By-Law 39.2(c), the Body Corporate:-
- (a) Will be responsible for the supply of cleaning, maintenance, repair, replacement services in relation to any such revetment wall on a lot or common property and for that purpose engages the principal scheme body corporate to supply those services;
 - (b) Must ensure that such a revetment wall on a lot or common property is properly maintained in a good and structurally sound condition so that lateral and/or subjacent support exists and is maintained in favour of the common property and/or the principal scheme common property and in particular any waterway; and
 - (c) The principal scheme body corporate, are entitled to such responsible access to a lot or common property to maintain and repair such a revetment wall to ensure that the revetment wall is maintained in a structurally sound condition in accordance with this By-Law 40.

41 INTERPRETATION

- 41.1 In these by-laws, except for the extent that the context otherwise requires:-
- (a) The singular includes the plural and vice versa;
 - (b) Person includes a natural person, each other kind or legal entity and an unincorporated association; and
 - (c) Reference to a statute or any other law is a reference to the statute or law.

42 DEFINITIONS

- 42.1 In these by-laws and Schedule D, except where inconsistent with the context, the following terms have the following meanings:-
- (a) "The Act" means the Body Corporate & Community Management Act 1997 and all regulations thereunder, as amended from time to time;
 - (b) "Body Corporate" means the Body Corporate identified in Item 3 on page 1 of this CMS;
 - (c) "Common Property" has the same meaning as defined in the Act and as applied to the Community Titles Scheme;
 - (d) "Committee" means the Committee of the Body Corporate elected or otherwise appointed from time to time as provided for in the Regulation Module;

- (e) "Community Management Statement" or "CMS" means the Community Management Statement containing these by-laws;
- (f) "Community Titles Scheme" means the Community Titles Scheme identified in Item 1 of the Community Management Statement;
- (g) "Jetty" is the structure protruding from the scheme land out into the common property waterway of the principal body corporate and off which there are multiple berths;
- (h) "Lot" means the Lot in the Community Titles Scheme;
- (i) "Manager" means the person or company engaged by the Body Corporate to carry out caretaking duties and authorised to carry out a letting business from the Community Titles Scheme;
- (j) "Marina Berth" means any part of the jetty, pontoon or other structure to be used for mooring a vessel;
- (k) "Occupier" has the same meaning as defined in the Act;
- (l) "Original Owner" means the person identified in Item 5 of the First Community Management Statement and includes successors or assigns and subsidiary companies of the Original Owner;
- (m) "Owner" has the same meaning as defined in the Act;
- (n) "Pontoon" means the structure situated in the waterway adjacent to the waterfront lots and which contains two berths;
- (o) "Principal Scheme" means Oyster Cove Waterfront Community Titles Scheme 28389;
- (p) "Principal Scheme Body Corporate" means the Body Corporate for the Oyster Cove Waterfront Community Titles Scheme 28389;
- (q) "Regulation Module" means the Regulation Module identified in Item 2 of the Community Management Statement;
- (r) "Scheme Land" means the Scheme Land identified in Item 4 of the Community Management Statement and includes, where the context permits or requires, the lots and the common property and all improvements thereon;
- (s) "Standard Module" means the Body Corporate & Community Management (Standard Module) Regulation 1997;
- (t) "Utility Services" means the same as defined in the Act;
- (u) "Vehicle" has the same meaning as vehicle defined in the Traffic Act 1949;
- (v) "Vessel" has the same meaning as "Vessel" as defined the Harbours Act 1955 and includes a sail board, jet ski and similar pleasure craft but excludes a fishing vessel;
- (w) "Waterfront Lots" means Lots 501 to 529 in the Scheme Land.

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

Not Applicable

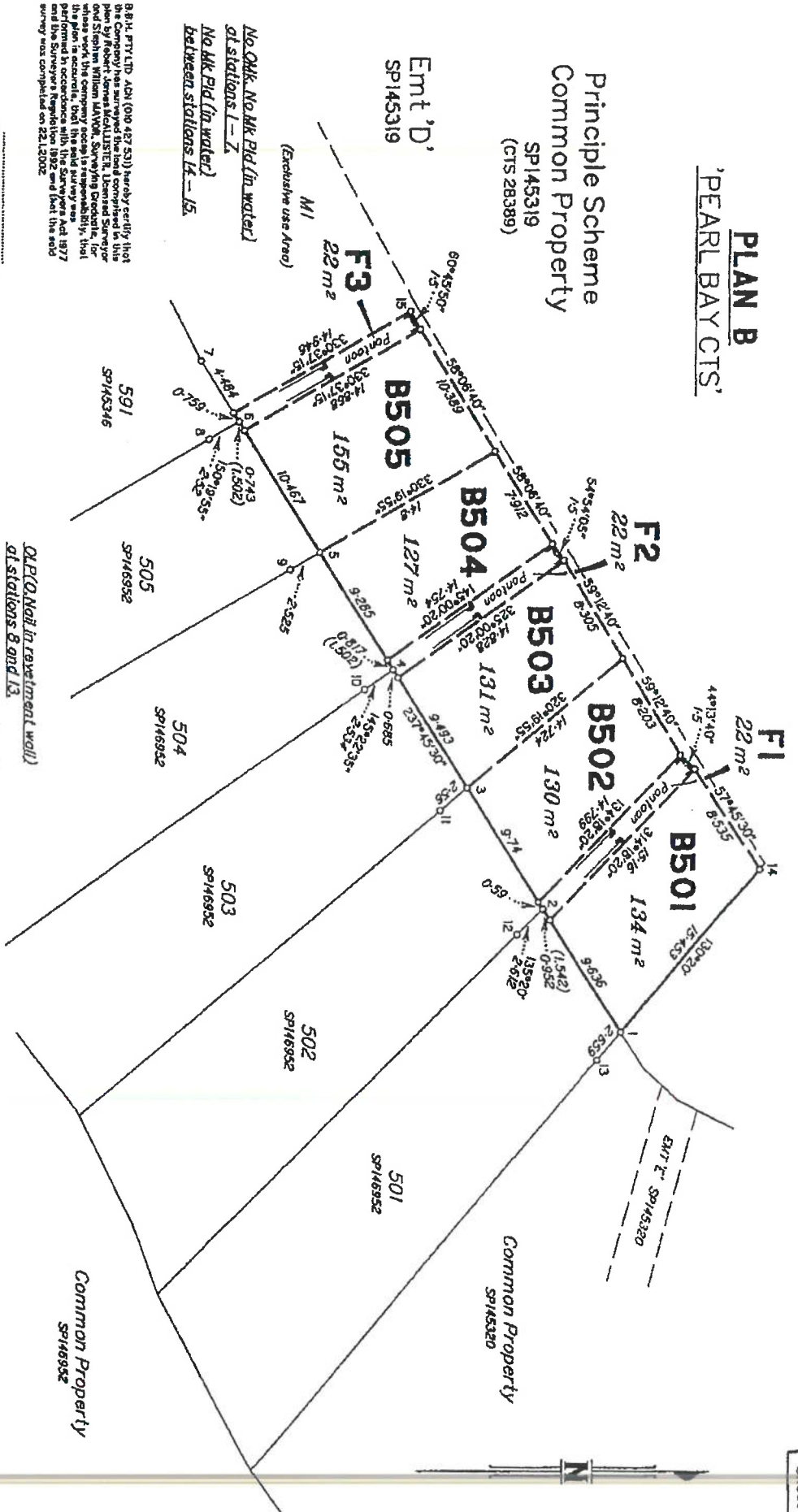
SCHEDULE E	DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY
------------	--

Lot Number	Marina Berth Area
Lot 501	B501 on Sketch Plan "B" attached hereto. F1 on Sketch Plan "B" attached hereto.
Lot 502	B502 on Sketch Plan "B" attached hereto. F1 on Sketch Plan "B" attached hereto.
Lot 503	B503 on Sketch Plan "B" attached hereto. F2 on Sketch Plan "B" attached hereto.
Lot 504	B504 on Sketch Plan "B" attached hereto. F2 on Sketch Plan "B" attached hereto.
Lot 505	B505 on Sketch Plan "B" attached hereto. F3 on Sketch Plan "B" attached hereto.
Lot 506	B506 on Sketch Plan "C" attached hereto. F3 on Sketch Plan "B" attached hereto.
Lot 507	B507 on Sketch Plan "C" attached hereto. F4 on Sketch Plan "C" attached hereto.
Lot 508	B508 on Sketch Plan "C" attached hereto. F4 on Sketch Plan "C" attached hereto.
Lot 509	B509 on Sketch Plan "C" attached hereto. F5 on Sketch Plan "C" attached hereto.
Lot 510	B510 on Sketch Plan "C" attached hereto. F5 on Sketch Plan "C" attached hereto.
Lot 511	B511 on Sketch Plan "C" attached hereto. F6 on Sketch Plan "C" attached hereto.
Lot 512	B512 on Sketch Plan "C" attached hereto. F6 on Sketch Plan "C" attached hereto.
Lot 513	B513 on Sketch Plan "C" attached hereto. F7 on Sketch Plan "C" attached hereto.
Lot 514	B514 on Sketch Plan "D" attached hereto. F8 on Sketch Plan "D" attached hereto.
Lot 515	B515 Sketch Plan "D" attached hereto. F8 on Sketch Plan "D" attached hereto.
Lot 516	B516 on Sketch Plan "D" attached hereto. F9 on Sketch Plan "D" attached hereto.
Lot 517	B517 on Sketch Plan "D" attached hereto. F9 on Sketch Plan "D" attached hereto.
Lot 518	B518 on Sketch Plan "D" attached hereto. F10 on Sketch Plan "D" attached hereto.
Lot 519	B519 on Sketch Plan "D" attached hereto. F10 on Sketch Plan "D" attached hereto.
Lot 520	B520 on Sketch Plan "D" attached hereto. F11 on Sketch Plan "D" attached hereto.
Lot 521	B521 on Sketch Plan "D" attached hereto. F11 on Sketch Plan "D" attached hereto.
Lot 522	B522 on Sketch Plan "D" attached hereto. F12 on Sketch Plan "D" attached hereto.
Lot 523	B523 on Sketch Plan "D" attached hereto. F12 on Sketch Plan "D" attached hereto.
Lot 524	B524 on Sketch Plan "D" attached hereto. F13 on Sketch Plan "D" attached hereto.
Lot 525	B525 on Sketch Plan "D" attached hereto. F13 on Sketch Plan "D" attached hereto.
Lot 526	B526 on Sketch Plan "D" attached hereto. F14 on Sketch Plan "D" attached hereto.
Lot 527	B527 on Sketch Plan "D" attached hereto. F14 on Sketch Plan "D" attached hereto.
Lot 528	B528 on Sketch Plan "D" attached hereto. F15 on Sketch Plan "D" attached hereto.
Lot 529	B529 on Sketch Plan "D" attached hereto. F15 on Sketch Plan "D" attached hereto.

Lot 545	B1 on Sketch Plan "E" attached hereto.
Lot 554	B2 on Sketch Plan "E" attached hereto.
Lot 549	B3 on Sketch Plan "E" attached hereto.
Lot 533	B4 on Sketch Plan "E" attached hereto.
Lot 538	B5 on Sketch Plan "E" attached hereto.
Lot 534	B6 on Sketch Plan "E" attached hereto.
Lot 550	B7 on Sketch Plan "E" attached hereto.
Lot 539	B8 on Sketch Plan "E" attached hereto.
Lot 553	B9 on Sketch Plan "E" attached hereto.
Lot 546	B10 on Sketch Plan "E" attached hereto.
Lot 559	B11 on Sketch Plan "E" attached hereto.
Lot 551	B12 on Sketch Plan "E" attached hereto.
Lot 544	B13 on Sketch Plan "E" attached hereto.
Lot 548	B14 on Sketch Plan "E" attached hereto.
Lot 540	B15 on Sketch Plan "E" attached hereto.
Lot 536	B16 on Sketch Plan "E" attached hereto.
Lot 535	B17 on Sketch Plan "E" attached hereto.
Lot 547	B18 on Sketch Plan "E" attached hereto.
Lot 532	B19 on Sketch Plan "E" attached hereto.
Lot 555	B20 on Sketch Plan "E" attached hereto.

PLAN B **'PEARL BAY CTS'**

Principle Scheme
Common Property
SP145319
(CTS 28389)



B.B.H. PTY LTD ADN (010 427 531) hereby certify that the Company has surveyed the land comprised in this plan by Robert James McALLISTER, Licensed Surveyor and Stephen William MANN, Surveying Graduate, for the purpose of the common property, and that the plan is correct and that the surveying was performed in accordance with the Surveyors Act 1977 and the Surveyors Regulation 1992 and that the said survey was completed on 22.12.2002.

Director and Licensed Surveyor

Director

Date

- NOTES:
1. Drawn to Scale on A3 sheet
 2. Meridian of SP145319
 3. Commonly Titles Scheme, "OYSTER COVE WATERFRONT CTS 28389"
 4. Title Reference: "30326520"
 5. Exclusive Use Area M1 on Plan A is the area granted as exclusive use from Oyster Cove Waterfront CTS 28389 to Pearl Bay CTS.



Bennett & Bennett
Consulting Surveyors, Development Consultants
& Town Planners

98 Union Street,
Bundaberg
Ph (07) 5574 0733
Fax (07) 5574 0202

B.B.H. Pty. Ltd. ACN 010 427 531
Attn: Mr. J. P. O'Brien 5021 G.C.M.C. 04 9726
m.bennett@bennettandbennett.com.au

21 Dromedary Parkway,
Cambridge
Ph (07) 5573 8177
Fax (07) 5529 4142



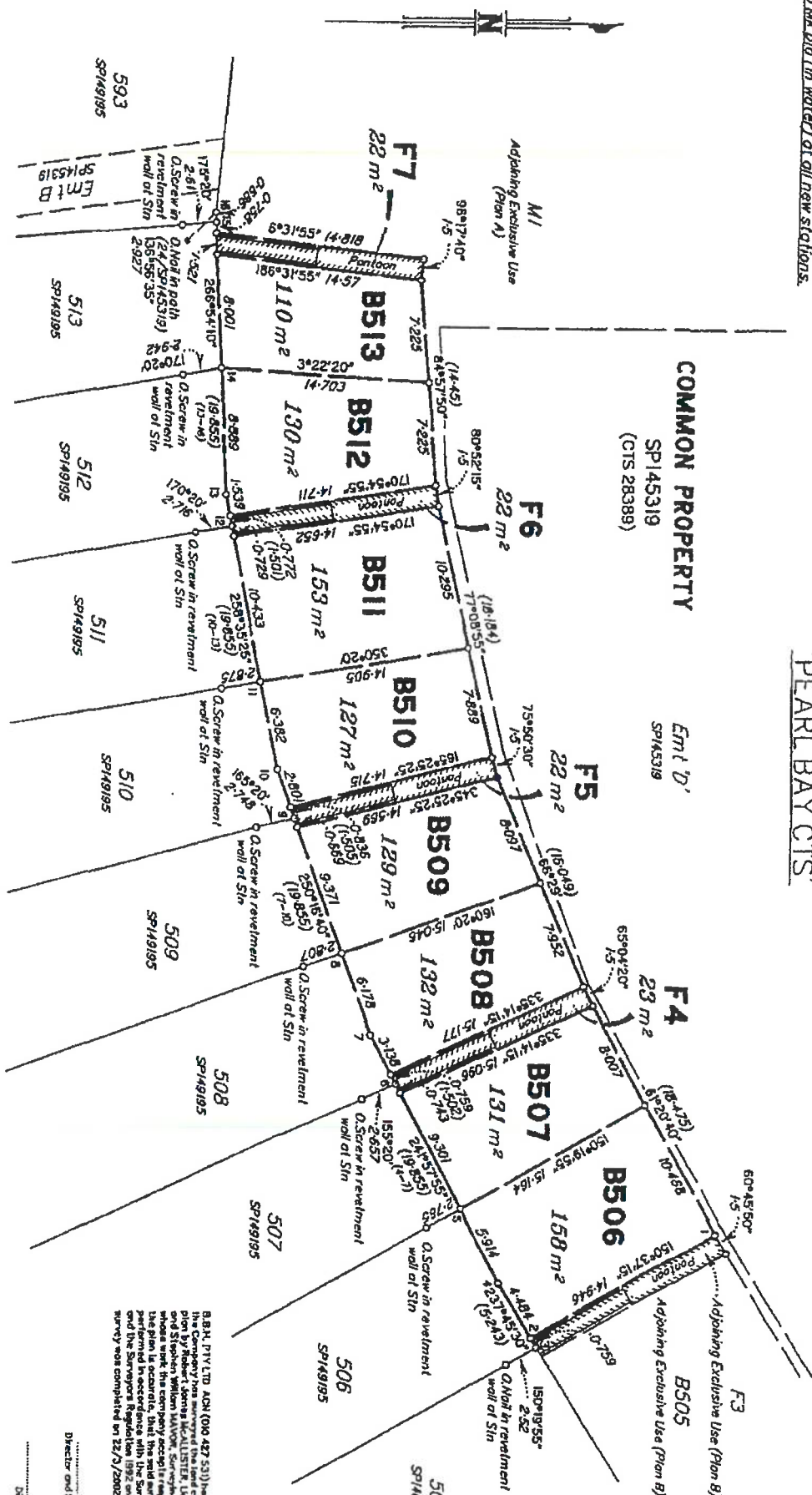
Plan of Exclusive Use Mooring
Berths B501 - B505 & Special
Rights Pontoon Areas F1 - F3
in part of the Common Property
of 'OYSTER COVE WATERFRONT'
CTS 28389

Survey	SWM	FBook	Amendments
Drawn	DJ	LB/Book	A - CTS granted 20/04/02
Parish	COOMERA	County	WARD
Authorised	21/12/2002	Conf File	
SCALE	1:300	PLAN No.	25 'A'
JOB No.	01.122.4422	DATE	29.12.2002
CLIENT	Fish Developments Pty Ltd		

No O.M.K. No M.K. (in water) at stations 2-16.
No M.K. (in water) at all new stations.

PLAN C
'PEARL BAY CTS'

Sheet 1 of 1



B.M. (P.V.L.D. 424 (100 427 53)) hereby certify that this Company has surveyed the land comprised in this plan by Robert James McAllister, Licensed Surveyor and Stephen William Mavor, Surveying Geomatics, for the purpose of the Company's proposed development, that the same is in accordance with the Survey Act 1977 and the Surveyors Regulation 1992 and that the said survey was completed on 22/9/2002.

Director and Licensed Surveyor

Director

Deputy

NOTES:

1. Drawn to Scale on A3 sheet
2. Meridian of SP149195
3. Community Titles Scheme, "PEARL BAY CTS"
4. Title Reference: .50326520
5. Exclusive Use Area M1 on Plan A is the area granted as exclusive use from Oyster Cove Waterfront CTS 28309 to Pearl Bay CTS.



Bennett & Bennett
Consulting Surveyors, Development Consultants
& Town Planners

95 Upton Street,
Bundaberg
Ph (07) 5574 0733
Fax (07) 5574 0202

B&B Pty. Ltd. A.C.N. 010 427 531
A1 mail to: PO Box 5021 G.C.M.C. Qld 6726
mail@bennettandbennett.com.au

21 Dreamworld Parkway,
Coopers Plains
Ph (07) 5573 6177
Fax (07) 5529 4342



Plan of Exclusive Use Mooring Berths B506-B513 & Special Rights Pontoon Areas F4-F7 in part of the Common Property of 'OYSTER COVE WATERFRONT' CTS 28309

Survey	SWM	FIRBOK	Arrangements
Drawn	JJ	Urbach	
Authorised	COOMERA	County	WARD
SCALE	1:300	PLAN No.	26
JOB No.	01.122.A422	DATE	10/04/02
CLIENT	Fish Developments Pty. Ltd.		

No O.Mk. No Mk pld (in water) at stations 1-25.
No Mk pld (in water) of all new stations.

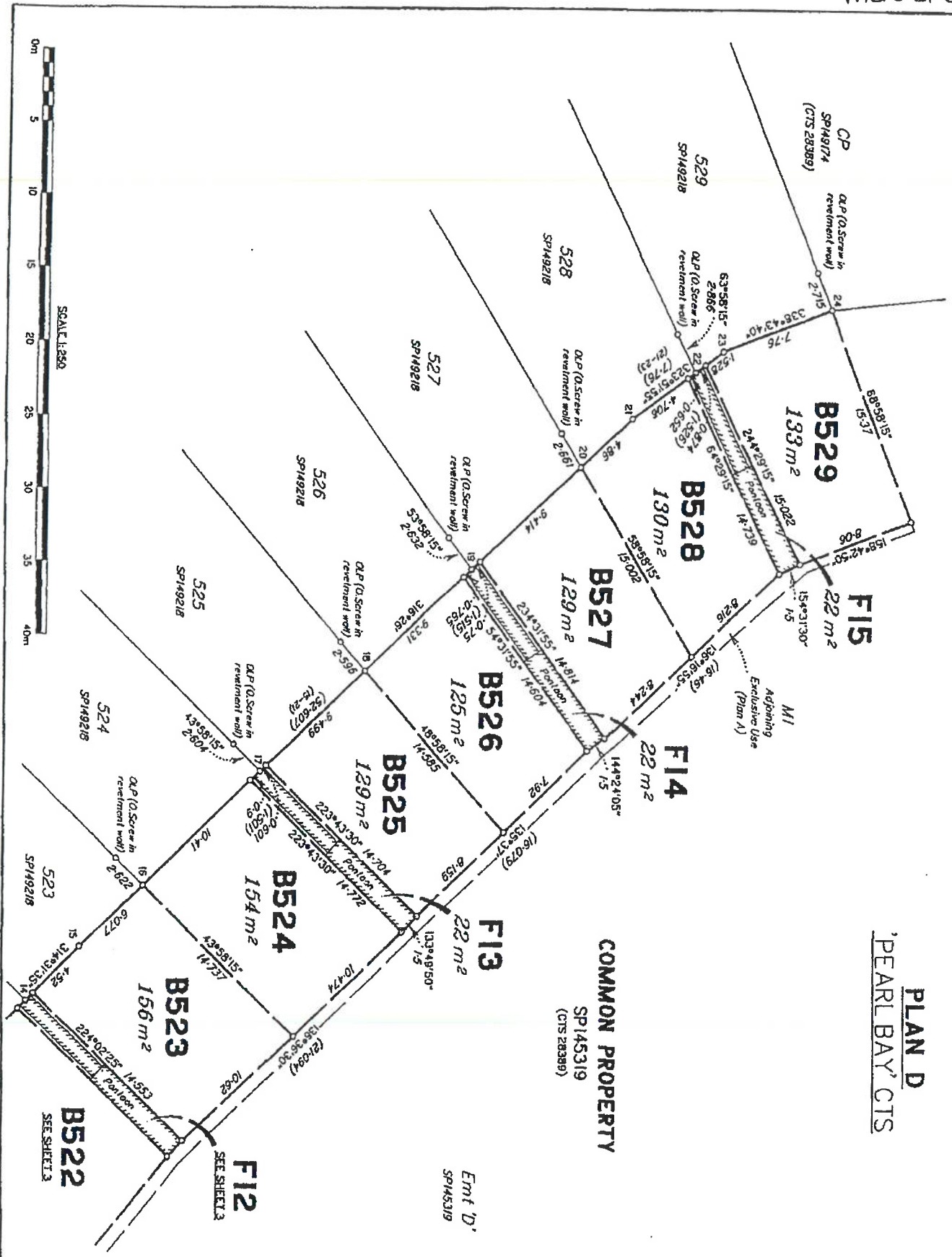


Date: _____

10

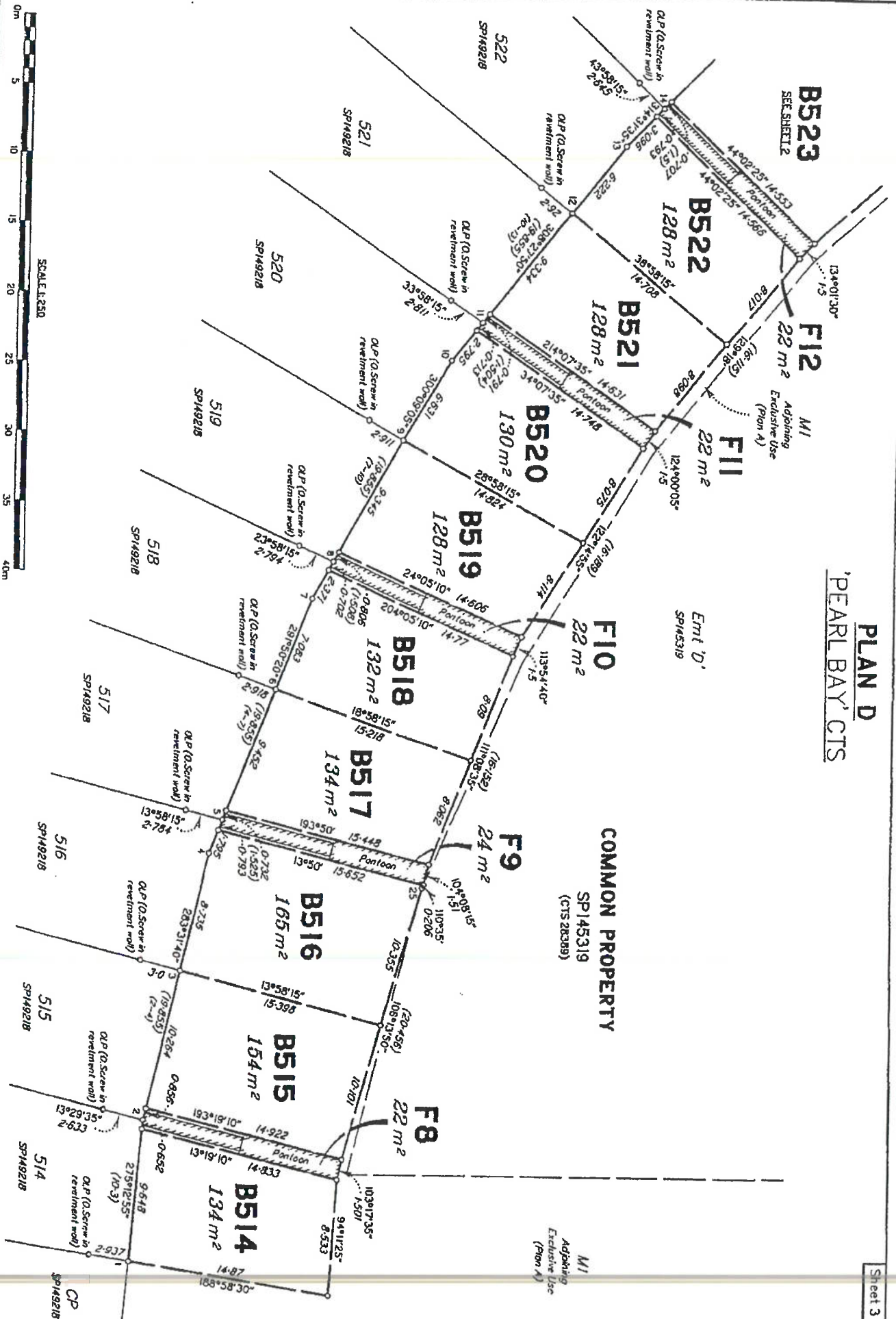
CTS 28389

PLAN D
'PEARL BAY' CTS



PLAN D
'PEARL BAY' CTS

Sheet 3 of 3



PLAN E
'PEARL BAY' CTS

Sheet 1 of 1

COMMON PROPERTY
SP145319
(CTS28389)

EMT 'D'
SP145319

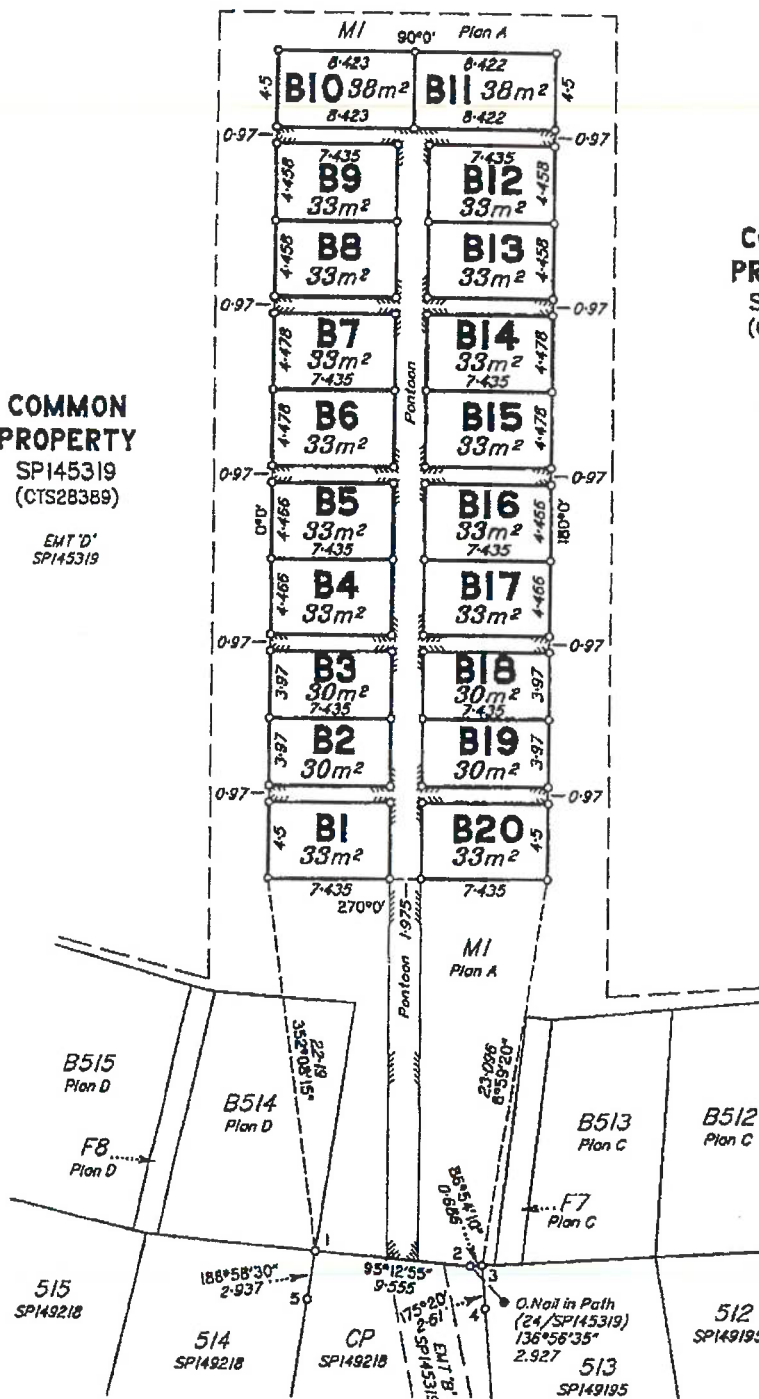
COMMON PROPERTY
SP145319
(CTS28389)

EMT 'D'
SP145319

NoMkPid (in water) at all new stations

NoOMK, NoMkPid (in water) at stations 1-3.

O. Screw in revetment wall at stations 4 & 5.



B.B.H. PTY LTD ACN (010 427 531) hereby certify that the Company has surveyed the land comprised in this plan by Robert James McALLISTER, Licensed Surveyor and Stephen William MAYOR, Surveying Graduate, for whose work the company accepts responsibility, that this plan is accurate, that the said survey was performed in accordance with the Surveyors Act 1977 and the Surveyors Regulation 1992 and that the said survey was completed on 21.6.2002

Director and Licensed Surveyor

Director

Date.....

NOTES:

1. Drawn to Scale on A3 sheet
2. Community Titles Scheme... "PEARL BAY CTS"
3. Title Reference... 50326520
4. Exclusive Use Area M1 on Plan A is the area granted as exclusive use from Oyster Cove Waterfront CTS 28389 to Pearl Bay CTS.
5. Meridian of SP149195
6. All exclusive use areas are rectangular.



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Bennett & Bennett
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email bennbenn@qldnet.com.au

21 Dreamworld Parkway,
Coomera
Ph (07) 5573 6177
Fax (07) 5528 4342

Plan of Exclusive Use
Mooring Berths B1 - B20
in part of the Common Property of
'OYSTER COVE WATERFRONT' CTS 28389

Surv'd	SWM	F/Book	Amendments
Drawn	DJ	L/Book	
Perish	COOMERA	County	WARD
Authorised		Comp File	21122EX5
SCALE	1:300	PLAN No.	28
JOB No.	01.122.A422	DATE	21.6.2002
CLIENT	Fish Developments Pty Ltd		