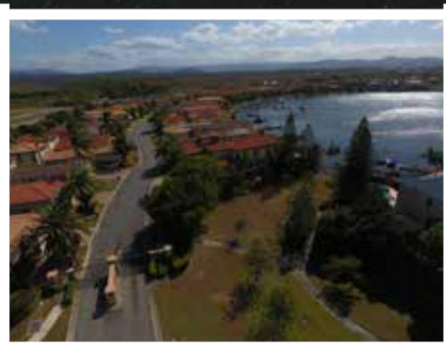
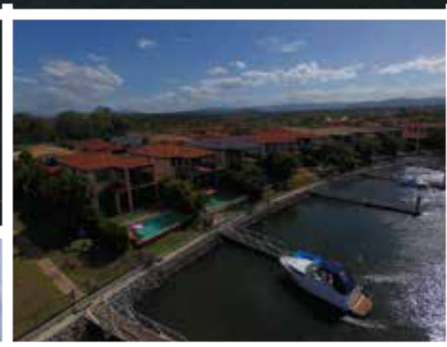


THE A to Z OF LIVING IN PEARL BAY



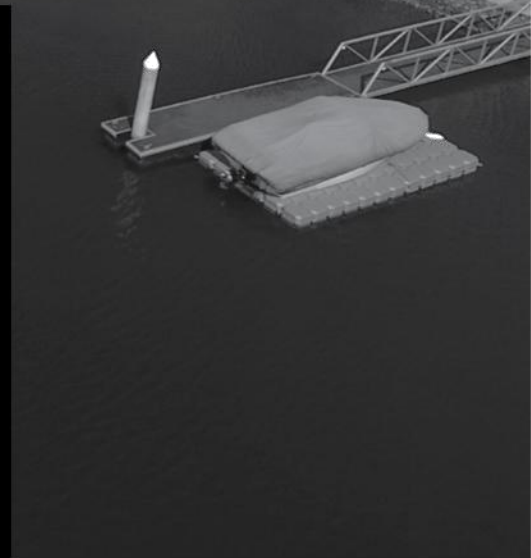


Introduction

This booklet has been prepared by the Pearl Bay Body Corporate Committee and is intended to assist new residents to settle into, and become part of, our community as quickly as possible. The information contained in the booklet is based on the Body Corporate by-laws and decisions taken over the years by the Committee in the interests of the Pearl Bay community. It is also hoped that the booklet will serve as a reminder to long term residents who may have perhaps misplaced their copies of the by-laws or forgotten some of the Committee decisions that have been published in Body Corporate minutes and flyers.

Living in a gated community offers many advantages but also comes with a number of important responsibilities. It is important to remember that lot sizes in a gated area are usually considerably smaller than those in other (non-gated) areas. As a consequence, whatever you do (or don't do) in and around your home has a greater effect on those living around you. The by-laws, the Committee's decisions and this booklet are all aimed at establishing and maintaining a pleasant and harmonious environment where the entire community can enjoy a high standard of living in co-operation with each other.

The Body Corporate acknowledges with gratitude the significant task drafting this Guide and legal expertise given freely by our Community owner Barry Nott.



A Access

Access to the Pearl Bay estate is available at both ends of the Promenade either via the remotely controlled gates or the smaller locked pedestrian gate. In addition to the gate intercom handsets in each house, all residents will have remote controls to enable vehicle access and will regularly be informed of changes to the trade access code. This code can be provided to non-residents to permit their access to the estate for trade or other purposes.

The blocking or masking of the movement sensors which operate the vehicle gates is not permitted without Body Corporate approval which would only be given in emergency or other exceptional circumstances.

B Business

The by-laws require that an owner or occupier of a lot within the Pearl Bay estate shall not use that lot or permit the lot to be used for any purpose other than as a residence. The conduct of any form of business within or from the estate is therefore not permitted. This includes the conduct of garage sales or the like.

Working from home via the internet does not come within this ruling. This neither increases vehicle traffic nor is it likely to disrupt the day to day activities of neighbours. However, it should be noted that certain electronic devices, especially those operating by wifi may create problems with the frequencies used to operate the main access gates. Any resident contemplating the installation of other than routine domestic electronic services is requested to advise the Body Corporate before doing so.

C Common Property

Each lot within the estate comprises a small portion of common property which is, in fact, a utilities easement. This easement can be defined as the area identified by a line drawn between the green electrical/electronic connection boxes and extends to a similar line on the other side of the road including the road itself. The maintenance

of the common property is the responsibility of the Body Corporate while the remainder of the property is the responsibility of the resident. However, as a result of an agreement made between the Body Corporate and our contracted property maintenance company (and funded by a portion of your Body Corporate levy), the garden area at the front of each property up to the front fence or wall line is periodically maintained by the Body Corporate to ensure the maintenance of the general amenity of the estate. The small park at the marina facility is also part of the common property.

The term "common property" is not meant to convey that this area is free for use by anybody. It should be noted that major electrical, water and electronic infrastructure is located under the common property and care needs to be taken that this area is not obstructed or subjected to vehicle weight etc. As a result, vehicle parking is strictly controlled as described later in this booklet.

D Dogs and Cats

Residents may apply to the Body Corporate to keep up to two animals on their property provided the animal:

- is kept on a leash or otherwise appropriately restrained when on the common property;
- is not able to escape from a property and roam the estate;
- does not cause a nuisance to other persons using the common property.

As is usually the case with animals in any gated community, the owner is responsible for cleaning up after their animals and for ensuring no animal droppings are left on the common property.

E Environment

The Pearl Bay community is very aware of the safe and pleasant environment in which we are lucky enough to live. It is important that residents are responsible in regard to the disposal of waste and chemicals (e.g. car washing detergents and lubricants) especially via the community gutters and storm drains. Removal of rubbish such as cartons or newspapers which can be blown around the estate is encouraged.

Trees and plants in the Marina Park are especially vulnerable to damage from children playing in this facility and parents are requested to ensure their children are supervised at all times.

F Fire Precautions

Residents are required to ensure that they do not in any way obstruct access to a property should emergency services be required to attend at that property. The keeping of flammable chemicals, liquids or gases other than those used for purely domestic purposes is prohibited.

The fire insurance on your property (premiums for which are included in your quarterly Body Corporate levy) is calculated on the ordinary and everyday use of estate properties and does not extend to coverage for damage caused by non-domestic use of chemicals, gases or liquids.

Precautions also need to be taken to ensure that barbeques are correctly located and that tools and equipment (such as angle grinders or welders) are correctly used in a safe manner.

G Gardens

As mentioned above, lawns and gardens located in the front of properties are periodically maintained by the Body Corporate's contractors (currently Landcare). The garden maintenance or landscape budget is limited and lawns, hedges and gardens are not tended to as often as might be ideal, especially in Spring and Summer. As a result, it is expected that residents will carry out regular tidying of their lawns and gardens to ensure the front of their properties are maintained

in a neat and tidy condition. This includes watering and fertilising of lawns and gardens and regular disposal of dead palm fronds and vegetation via the weekly Landcare pick-up.

To ensure that the general streetscape is maintained, residents should not plant or replace bushes or plants in their front gardens without first consulting a member of the Body Corporate Committee. Where replacement of plants is considered necessary, this may (depending on the circumstances) be done at Body Corporate expense so it is well worth discussing your gardening problems with a member of the Committee before taking action.

H Home Maintenance

The Body Corporate by-laws require that all homes be repainted every 10 years to ensure that each property in the estate is presented in an attractive and well maintained condition. This requirement is based on the best available technical advice and while a property may look reasonably painted and presentable after 10 years, paint coatings and rendering will be in the early stage of deterioration. Before costly damage is done it is well worth the money to have your property repainted.

The Body Corporate is responsible for ensuring that home owners meet this repainting requirement and should be informed when repainting is being planned.

I Invitees

Invitees are those people you invite to your home for trade or commercial purposes such as home maintenance, building work or sales consultation. You and they should be aware that while they are within the estate area they are subject to the same by-laws and requirements as those of us who live here. This is particularly important in regard to such matters as vehicle parking, use and placement of tools and building materials, removal of rubbish and the correct disposal of chemicals etc such as paint or cleaning products.

Invitees may be provided with the access code to enable their entry to the estate. When arranging for work to be done at your home, it is advisable to discuss these requirements with the people you employ/engage.

J Junk and rubbish

Weekly garbage and fortnightly recycling collections are provided by Gold Coast City Council (GCCC) and green garden refuse collection (e.g. palm fronds, clippings etc) is provided by the gardeners each Monday. In the interests of the whole community, it is requested that bins and refuse not be placed on common property for collection until:

- for garbage and recycling: the night before collection is due, and
- for garden refuse: Sunday afternoon or evening for collection the following day.

Please note only green garden waste will be collected by Landcare each Monday morning and is limited to no more than would fit into a wheelie bin if cut up.

Bins are to be removed from common property as soon as practicable after being emptied and should be stored in a location where they are not visible from common property or neighbouring properties.

Items such as unwanted household furniture or any other form of hard rubbish are not to be placed on common property as they are not collected by either the GCCC rubbish collections or the gardeners. Residents are reminded that a GCCC transfer station is located close to the estate and is available 7 days a week at no cost.

K Kids, play and safety

One of the benefits of living in a gated community is that it provides a safe and secure environment in which to bring up a family. However, it is important to remember that the Promenade is still a busy thoroughfare especially during mornings and afternoons when residents are leaving for or returning from work. Residents are therefore requested to ensure that:

- Children are supervised by an adult at all times when playing on common property;
- Children are not permitted to play on the road especially near the main vehicle access gates;
- Play equipment such as basketball hoops or ball nets are not erected on or near roadways;
- Consideration is given to neighbours to ensure that noise is kept within reasonable limits, toys etc are not left on common or neighbouring properties, and
- The gardens on common and neighbouring properties are not damaged
- The roads and paths are not chalk marked or otherwise marked for games etc.

We are fortunate in having parks at each end of the promenade and at the Marina Park. These areas are available for use by children and provide ideal environments for games etc.

L Leaving Home? Going on Holidays?

If you are planning on leaving Pearl Bay on holidays, business or for whatever reason for any length of time it's a good idea to let both your neighbours and Security know of your intentions. Neighbours can keep an eye on your property and perhaps even put a little water on your garden while you are away. Security will pay particular attention to your property during your absence but they need to know when you intend to leave and return.

Residents are asked to ensure they cancel newspaper deliveries and make arrangements with neighbours to have rubbish bins put out and brought in during their absence. Bins left in the street and newspapers lying around on lawns etc advertise the fact that your property is vacant and invite attention from unwelcome sources.

M Marina

Many properties on the Helensvale Road side of the Promenade have exclusive use marina berths and key access to the marina. Properties

on the lake side of the Promenade have their own pontoons which are accessible only through their own properties.

Swimming, diving etc from the marina pontoons is prohibited and residents are advised that it is not uncommon for bull sharks to be sighted in the lake. Fishing from the lakeside or marina pontoons is permitted but care needs to be taken to ensure that fishing tackle (e.g. hooks, unused bait, plastic bags, fish scales etc) are removed from the pontoons when fishing is complete.

For those residents who have boats moored in the marina, it should be noted that maintenance work which involves the use of chemicals or results in waste such as paint chips, sawdust, fibreglass residue, oil and pumping bilge waste is not permitted to be carried out within the marina area.

N Noise

One of the most common problems reported in gated communities is that of noise from neighbouring properties. Again, residents are reminded that properties are sited closely together and, especially in summer months, it doesn't take much noise from pools, vehicle and motor bike exhausts, stereos, parties etc to prejudice your neighbour's enjoyment of their home. We all have stereo systems and vehicles of which we are quite justifiably proud but remember that your neighbours may not share your enthusiasm for something that is music to your ears especially in the evenings and early mornings.

Residents are requested to take reasonable measures to ensure that noise from their property does not extend to or affect neighbouring properties. Closing doors and windows, supervising pool activities and the responsible use of vehicles and bikes will all assist in making Pearl Bay a peaceful and harmonious community.

O OCIM and Bodies Corporate

Our Pearl Bay estate is administered by a number of management bodies or agencies:

OCIM (Oyster Cove International Management)

whose offices are located in the Serenity Cove development on Helensvale Road are responsible for the general management of each of the estates comprising Oyster Cove. This responsibility is discharged through the Principal Body Corporate which deals with matters relating to areas outside of each of the estates (i.e. the common property such as parks, gardens, waterways, amenities).

Pearl Bay Body Corporate. Matters relating specifically to the Pearl Bay estate are managed by the Pearl Bay Body Corporate which is elected annually at the Annual General Meeting of the Body. Pearl Bay has a representative on the Principal Body Corporate and regularly raises issues such as the maintenance of the parks or condition of the general infrastructure as they affect Pearl Bay residents.

A Strata Management Company (currently Challenge Strata Management) which provides advice and administrative support to the Pearl Bay Body Corporate and handles matters such as correspondence, the distribution of quarterly contribution notices etc.

Any property owner is entitled to attend meetings of the Pearl Bay Body Corporate provided that notice is given in writing to the Secretary, Pearl Bay Body Corporate not less than 24 hours before a meeting is to be held. Minutes of Body Corporate meetings are distributed to owners shortly after each meeting. Owners wishing to raise a matter with either the Principal Body Corporate or the Pearl Bay Body Corporate should address their concerns or comments in writing to the Secretary, Pearl Bay Body Corporate. A post box which is cleared daily by the Secretary is located at the Eastern gate to the estate.

Alternatively, residents may address their concerns or questions in writing to the Body Corporate Managers (Challenge Strata Management, PO Box 8021, Gold Coast Mail Centre, Bundall 9726).

P Parking

Like noise issues, parking is another perpetual problem in a gated community. Parking facilities are limited and need to be carefully managed in the interests of safety and fairness to all residents. Each property has sufficient parking for 4 vehicles (a double garage plus sizeable drive) and vehicles may be parked on the roadway between the hours of 8am and 10pm. Security regularly checks on vehicles parked on the roadway and issues warning notices where infringements to the by-laws are identified. The Body Corporate has the power to arrange for offending vehicles to be refused entry to the estate where persistent breaches of the by-laws occur.

No vehicle is at any time permitted to be parked on any grassed area within the estate. Important infrastructure (power, water, communications lines, watering systems) are located at the front of each property and considerable and costly damage has been done in the past where this requirement has not been observed. It is the resident's responsibility to ensure that their invitees, guests and family members are aware of the estate parking rules. Parking on the grassed areas at each end of the estate is also prohibited. These areas are the property of the Principal Body Corporate and any infringement of this parking restriction should be reported to Security.

While parking limitations may be frustrating to some, they are rigorously applied in the interests of safety and fairness to all residents. It is important that emergency vehicles (should they be required to enter the estate) have quick and easy access to all residences and responsible and considerate compliance with this requirement is requested.

Q Questions and Issues

From time to time, residents will have questions or issues that they would like raised at Body Corporate meetings or just like to be provided with information or assistance in regard to living in Pearl Bay. In such cases, owners, residents or managing agents may:

- Speak to one of the members of the Pearl Bay Body Corporate Committee who may be able to provide the information or assistance on the spot or take it to the Committee on their behalf. As the membership of the Committee changes regularly, a listing of current Body Corporate members and their contact details is included with this guide.
- Write to the Chairperson via the Secretary and deposit your note or letter in the Secretary's mail box at the Eastern end of the Promenade.
- Email the Secretary of the Body Corporate at the email address shown on the enclosed contact list.

R Roadway and Gates

As mentioned previously, the roadway and gates form part of the common property and are therefore part of the Body Corporate's responsibility to manage. The by-laws impose a 20 kph speed limit on all vehicles within the estate and also require that no vehicle shall obstruct access to any private residence or common property. It should also be noted that no vehicle in excess of 2 tonnes is permitted to be driven over common property unless it is entering the estate for the purpose of moving property in or out of a residence or is required for construction purposes.

The remotely controlled vehicle gates at each end of the Promenade are only to be operated by an intercom handset from a resident's home, a resident's remote control, use of the estate trade code or by Security. It is not permitted for anyone to stand on or hang onto gates either when they are operating or not in use. Blocking of the remote control sensors to hold the gate open for longer than its programmed opening/closing cycle is also not permitted.

A pedestrian gate is located adjacent to the vehicle gates at each end of the Promenade. This is to be operated only by the use of a key issued to all residents. Again standing on the gate or interfering with the lock mechanism is not permitted. Residents or their guests using the pedestrian gate should ensure that the gate locks securely after use.

S Security

Security services are provided throughout the estate after 5.00pm until 8.00am each day of the week and throughout the day and night on weekends. At other times, Security may be contacted on 0414944472 regarding access to the estate or any other matter of concern to residents.

It should be noted that the Security contractor has the right to enter any Lot or premises for the purpose of maintaining security.

All residents share a responsibility for the security of the estate. Should you see any unusual activity, suspicious behaviour or stranger within the estate, you should contact the Security contractor who will promptly check the situation.

T Tenants

While tenants are the people actually living within Pearl Bay, non-resident owners retain the responsibility for ensuring their tenants are aware of the Pearl Bay by-laws and undertake to abide by them. Copies of the by-laws may be obtained from the Secretary, Pearl Bay Body Corporate and should be provided to tenants as part of their leasing documentation. It is required tenants sign a copy of the by-laws at the time of leasing to ensure that they are both aware of their existence and are prepared to accept the conditions they describe.

In most cases, any problems associated with the tenancy of a property will be reported to the owner(s) who will be expected to take appropriate action to remedy the situation. At all times, owners remain responsible for the conduct of their tenants just as residents retain responsibility for their guests and invitees.

U Unauthorised alterations and changes

Any alteration or change to the exterior of a property must be approved by the Pearl Bay Body Corporate before work commences. This includes refurbishment of gardens at the front of a property, re-painting, the construction of any attached or free standing addition, decking or the installation of any equipment (e.g. solar panels and inverters) to a property.

Where an owner wishes to make any alteration or addition to their property, detailed plans and specifications together with details of who is to carry out the work and the expected dates of commencement and completion should be advised to the Pearl Bay Body Corporate. This requirement is not intended to limit or discourage the development of properties in the Estate but helps to ensure that any additions or alterations meet appropriate standards and do not impact on the rights and amenity of neighbouring properties.

Council rules require any construction within eight (8) meters of the canal high water level, including pool decks, pagodas etc must have plans approved by a Registered Engineer. The revetment wall must not be used as a foundation for any structure or be damaged in any manner. Pearl bay Body Corporate also required a letter of no objection from the adjacent property owners.

V Visitors

Visitors and guests to your home usually mean more parking required, more noise and more traffic. For this reason, it is often a good idea to let your neighbours know if you're going to be having a larger than usual number of guests at your home. Additional off street short term parking for a reasonable number of guests' cars can usually be arranged with the consent and co-operation of your neighbours.

All visitors and guests are subject to the same rules as you are while they are within the estate. Issues such as access, parking, speed limits etc need to be discussed so that the safety and security of the estate is not compromised.

Under the by-laws, you as a resident of Pearl Bay are responsible for the behaviour of your guests and will be responsible for the cost of any repairs required as a result of damage caused by your guests.

W Watering

Subject to the limitations imposed by occasional water restrictions, residents are responsible for ensuring that their gardens, especially those visible from the Promenade, are maintained in a neat and healthy condition. The estate's gardening contractors are responsible for scheduled lawn edging and cutting, periodic fertilizing, hedge trimming and the maintenance of shrubs and bushes including pest control.

However, with a limited gardening budget and restrictions on the duration and frequency of gardening services, the Estate gardeners and the community generally rely on the co-operation of residents to maintain their gardens to a high standard. Regular watering, detailed trimming and ensuring gardens are free from rubbish and dead vegetation will go a long way to ensuring a very pleasant streetscape and an attractive environment in which to live

As mentioned earlier, when planning a refurbishment of your garden, it is advisable to speak with a member of the Body Corporate.

X Extra copies?

Should you require extra copies of this guide, copies of the by-laws or any other documents relating to your residence in Pearl Bay, please contact the Secretary, Pearl Bay Body Corporate by email (email addresses below) or speak to one of the Pearl Bay Body Corporate members who will be pleased to assist you.

Y Your Decision

This booklet has described the most relevant day to day provisions of the approved Pearl Bay by-laws. To many, reading such provisions for the first time, there may be feelings that the by-laws and associated rulings are too restrictive or limiting. However, they are consistent with the provisions found in most gated community estates and are put in place for the purpose of ensuring the safe and peaceful enjoyment of property within the estate and the harmonious day to day existence of the Pearl Bay community. Having made your decision to live in Pearl Bay, you will become part of a friendly, supportive and proud community who want the best for every property and family within its borders.

Z ZZZZZ

If you have managed to read this far, you deserve a little rest and recreation. We hope that this booklet has been helpful in introducing you to your new community and will assist you to settle in quickly and comfortably. Remember that, at any time, if you have questions, concerns or issues, your Body Corporate Committee is available to assist you.

Welcome to Pearl Bay

Pearl Bay CTS 30248

By Laws

1 VEHICLES, ROADS, VISITORS CAR PARK:

- 1.1 The Occupier of a lot must not, without the Body Corporate written approval: -
 - a) Park a vehicle or allow a vehicle to stand on common property; or
 - b) Permit an invitee to park a vehicle, or allow a vehicle to stand on 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 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 vehicles 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 the 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 written approval: -
 - a) Damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon common property; or
 - b) Use for their own purposes as 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 authorized 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 workman like 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 and 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 authorized.

7 GARBAGE DISPOSAL:

- 7.1 All owners and occupiers shall: -
- a) Comply with all local authority by-laws and ordinances relating to disposal of garbage;
 - b) Ensure that health, hygiene and comfort of the owner or occupier of any 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 or 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 APPEARANCES 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 sign advertising 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 manner 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 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 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 and flammable chemical, liquid, or gas or other flammable material other than chemicals, liquids or 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 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 the common property or permit any invitee to bring on to or keep 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 authorized 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, sewage, drainage, gas, electricity, telephone or other system or service, whether to his lot or 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 an 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 and 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 day or night and in particular shall comply in all respect with the relevant laws that regulate noise emission.
- 13.2 In the event of any unavoidable noise at any time, the owner or occupier thereof shall take all practical means to minimize annoyance to other owners or occupiers of lots by closing all doors, windows and curtains of his lot and all further steps as may be within his powers for the same purpose.
- 13.3 Guests leaving after 11.00 pm shall be requested by their hosts to leave quietly. Quietness shall also 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 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 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 practiced or played upon or any avoidable noise to be made in such a 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 work contemplated under this CMS.
- 14.2 The Manager's unit may not be used for 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 expense 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 the right of veto over all approvals given by the Committee pursuant to this by-law.

18 MAINTENANCE RESPONSIBILITIES OF ALTERATIONS TO COMMON PROPERTY:

- 18.1 Any alterations made to common property or fixture or fittings 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 owner's lot: and
 - b) The proportion of the total risk covered by the Body Corporate as part of the owner's annual contribution to the administrative fund.

21 TAPS:

- 21.1 An owner or occupier of a lot shall not waste water and shall see that all the 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 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 are 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 his servants, agents, license or invitees.

23 BEHAVIOR OF INVITEES

- 23.1 An owner or occupier of a lot shall take all the reasonable steps to ensure that his invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the owner/ occupier of another lot or any person lawfully using common property.
- 23.2 The owner/occupier of a lot shall be liable to compensate the body corporate in respect to all damage to the common property, or personal property vested in it, caused by such owner or occupier or their invitees.
- 23.3 The owner of a lot which is the subject of a lease or license agreement shall take all reasonable steps, including any action available to him under any such lease or license 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 law on the owner or occupier shall be observed not only by owner/occupier but also by guests, servants, employees, agents, children, invitees and licensees of such owner or occupier.
- 23.5 Where the Body Corporate expense money cause by a breach of the Act or of these by laws by an 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 that amounts so expended as a debt in any action in any court of confident jurisdiction from the owner of the lot at the 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 in 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 maybe 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 offices, servants and/or agents shall be entitled to use any lot or lots of which remains an owner as a display unit and shall be entitled to allow prospective purchases 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 sign shall be attractive and tasteful having regard to the general appearance of the scheme and shall not at any time and from time to time be more in terms in 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 by it by or under the Act or elsewhere under this by laws, the Body Corporate shall be empowered to enter into an agreement between the Body Corporate and Fish Developments Pty Ltd ACN 080 846 825 (090 846 825) (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 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 Manager of the Body Corporate.

29 REQUEST 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 the authority of the Committee or 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 the owner of the lot, the lessor or, as the case maybe, landlord shall upon the request of the Lessee or Tenant produced or caused to be produced to the Lessee or Tenant for his inspection a copy of the by-laws for the time being enforced in respect to 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 in consistent with these by-laws and the same shall be observed by the owners or occupier 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 assets of the Body Corporate over which the original owner may allocate by authorized allocation, exclusive use rights that shall attached 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 authorized 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 authorized allocation of Body Corporate asset allocated by way of authorized allocation, the details of which have been given to the Body Corporate by the original owner or 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 exclusive use area allocated by this by-law: -

- a) Are entitled to only use the area 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 an 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 authorized 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 that not extend pass the projected boundary lines of the berth;
- i) Ensure there is no movement of a vessel to be moored at the berth between the hours of 10:00 pm and 6:00 am 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 and so directed by the Body Corporate;
- k) Not dispose any rubbish, plant, animal or any other substance whatsoever in the waterways;
- l) Not dispose of any pollutant, chemicals, wastes, sewerage or any substance into the waterways;
- m) Not do anything which will in anyways interfere with water quality of the waterways.

33.6 An owner who has a berth may license 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 fighting 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 defense 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 goods on board are sufficiently protected against loss or damaged 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 cost of the jetty shall be shared equally between those lot owners who are allocated a marine berth adjoining the jetty. The Body Corporate shall prepare a budget for all of the jetty cost and may include relevant lot owner's notice of contributions, the proportion payment in respect of the jetty costs. The proportion payable in respect to the jetty cost by relevant lot owner maybe 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 authorized 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 authorized 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 authorized 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 generally.
- 34.6 If an owner or owner does not comply with this by-law, the Body Corporate may issue a written notice to remedy to the owner/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 so as to gain access to the pontoon to carry out the remedial action. The two (2) lot owners with the special rights to use the pontoon are jointly and severally liable to pay the cost 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 in their lot;
 - b) Shall allow access to and over that part of the pontoon on their lot to the adjoining owner who shares a 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 only be use 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 condition, 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 nuisance or 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 unauthorized persons; and
 - f) The 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 the 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 to 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 the adjoin 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 contractor 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 affecting 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 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 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 of legal entity and an unincorporated association; and
- c) Reference to 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 Title 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 Title Scheme;
- i) **"Manager"** means the person or company engaged by the Body Corporate to carry out caretaking duties and authorized 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 Title Scheme 28389;
- q) **“Regulation Module”** means 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 fishing vessel;
- w) **“Waterfront Lots”** means Lots 501 to 529 in the Scheme Land.



Pearl Bay

The Secretary
Pearl Bay CTS 30248
SSKB
PO Box 8319
Gold Coast Mail Centre
BUNDALL
Queensland 9726

Email: secretary.pearlbay@gmail.com