

15 February 2024

## **Calmwater Shores CTS 30203**

Circular to all Owners

### **COMMUNITY MANAGEMENT STATEMENT**

Dear Owner,

Bright & Duggan act on behalf of the Body Corporate as the engaged Strata Administrator and we write to you in that capacity on behalf of the Calmwater Shores Committee.

Please see attached recently registered Community Management Statement (CMS) for your records.

Should your property be tenanted please forward this correspondence to your tenant or your Letting Agent.

Please do not hesitate to contact our office on 07 5532 1900 or via email at [customercare@bright-duggan.com.au](mailto:customercare@bright-duggan.com.au) should you require any further information or assistance in relation to this matter.

Yours faithfully,  
For and on behalf of the Body Corporate  
Calmwater Shores CTS 30203



**Natalie Manusu**  
**Branch Manager**

**722934266**EF 470 \$109.31  
07/12/2023 10:58:35REGISTRY  
Act 1994 and Water Act 2000**GENERAL REQUEST**

Duty Imprint

FORM 14 Version 4  
Page 1 of 1

Dealing Number

**OFFICE USE ONLY****Privacy Statement**

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**1. Nature of request**

Request to record new Community Management Statement for Calmwater Shores Community Titles Scheme 30203.

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

Lodger  
Code

*HYNES LEGAL*  
**Dye & Durham** ~~010 6~~ *45A.*  
*#9634866*  
*(SSR912 33068)*

**2. Lot on Plan Description**

Common Property of Calmwater Shores Community Titles Scheme 30203

Title Reference  
50389686**3. Registered Proprietor/State Lessee**

Body Corporate for Calmwater Shores Community Titles Scheme 30203

**4. Interest**

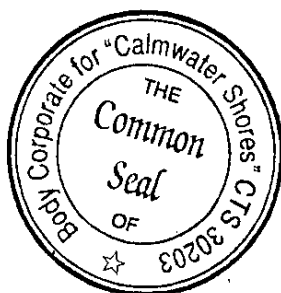
Not Applicable

**5. Applicant**

Body Corporate for Calmwater Shores Community Titles Scheme 30203

**6. Request**

I hereby request that: the New Community Management Statement deposited herewith which amends Schedule C of the existing Community Management Statement be recorded as the New Community Management Statement for Calmwater Shores Community Titles Scheme 30203.

**7. Execution by applicant**

*22, 11, 2023*  
Execution Date

Applicant's Signature  
Chairperson / Secretary

Applicant's Signature  
Committee member

*TREASURER*

30203

REGISTRY **FIRST/NEW COMMUNITY MANAGEMENT STATEMENT**  
Community Management Act 1997

CMS Version 4  
Page 1 of 35

THIS CMS MUST BE DEPOSITED WITH:

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

A NEW CMS MUST BE LODGED WITHIN THREE (3) MONTHS OF THE DATE OF CONSENT BY THE BODY CORPORATE

Office use only  
CMS LABEL NUMBER

This statement incorporates and must include the following:

- Schedule A - Schedule of lot entitlements
- Schedule B - Explanation of development of scheme land
- Schedule C - By-laws
- Schedule D - Any other details
- Schedule E - Allocation of exclusive use areas

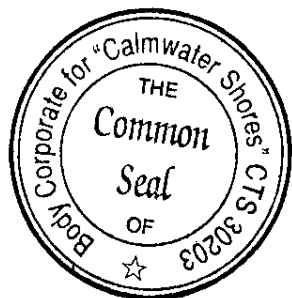
- |   |  |
|---|--|
| <b>1. Name of community titles scheme</b><br>Calmwater Shores Community Titles Scheme 30203           | <b>2. Regulation module</b><br>Standard Module                           |
| <b>3. Name of body corporate</b><br>Body Corporate for Calmwater Shores Community Titles Scheme 30203 |  |
| <b>4. Scheme land</b><br>Lot on Plan Description<br>See Enlarged Panel                                |  |
| Title Reference   |  |
| <b>5. *Name and address of original owner</b><br>Not applicable                                       | <b>6. Reference to plan lodged with this statement</b><br>Not applicable |

# first community management statement only

- 7. New CMS exemption to planning body community management statement notation (if applicable\*)**  
Insert exemption clause (if no exemption – insert 'N/A' or 'not applicable')  
  
Not applicable pursuant to section 60(6) of the *Body Corporate and Community Management Act 1997*.

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

- 8. Execution by original owner/Consent of body corporate**



22, 11, 2023  
Execution Date

\*Chairperson / Secretary

\*Committee Member

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

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Title Reference 50389686

**4. Scheme Land**

Lot in Plan Description	Title Reference
Common Property of Calmwater Shores Community Title Scheme 30203	50389686
Lot 601 on SP 149174	50389687
Lot 602 on SP 149174	50389688
Lot 603 on SP 149174	50389689
Lot 604 on SP 149174	50389690
Lot 605 on SP 149174	50389691
Lot 606 on SP 149174	50389692
Lot 607 on SP 149174	50389693
Lot 608 on SP 149174	50389694
Lot 609 on SP 149174	50389695
Lot 610 on SP 149174	50389696
Lot 611 on SP 149174	50389697
Lot 612 on SP 149174	50389698
Lot 613 on SP 149174	50389699
Lot 614 on SP 149174	50389700
Lot 615 on SP 149174	50389701
Lot 616 on SP 149174	50389702
Lot 617 on SP 149174	50389703
Lot 618 on SP 149174	50389704
Lot 619 on SP 149174	50389705
Lot 620 on SP 151348	50407677
Lot 621 on SP 151348	50407678
Lot 622 on SP 151348	50407679
Lot 623 on SP 151348	50407680
Lot 624 on SP 151348	50407681
Lot 625 on SP 151348	50407682
Lot 626 on SP 151348	50407683
Lot 627 on SP 151348	50407684
Lot 628 on SP 151348	50407685
Lot 629 on SP 151348	50407686
Lot 630 on SP 151348	50407687
Lot 631 on SP 151348	50407688
Lot 632 on SP 151348	50407689
Lot 633 on SP 151348	50407690
Lot 634 on SP 151348	50407691
Lot 635 on SP 151348	50407692
Lot 636 on SP 151348	50407693

## Title Reference 50389686

Lot in Plan Description	Title Reference
Lot 637 on SP 151348	50407694
Lot 638 on SP 151348	50407695
Lot 639 on SP 151348	50407696
Lot 640 on SP 151348	50407697
Lot 641 on SP 151348	50407698
Lot 642 on SP 151348	50407699
Lot 643 on SP 149174	50389706
Lot 644 on SP 149174	50389707
Lot 645 on SP 149174	50389708
Lot 646 on SP 149174	50389709
Lot 647 on SP 149174	50389710
Lot 648 on SP 149174	50389711
Lot 649 on SP 149174	50389712
Lot 650 on SP 157615	50436033
Lot 651 on SP 157615	50436034
Lot 652 on SP 157615	50436035
Lot 653 on SP 157615	50436036
Lot 654 on SP 157615	50436037
Lot 655 on SP 157615	50436038
Lot 656 on SP 157615	50436039
Lot 657 on SP 157615	50436040
Lot 658 on SP 157615	50436041
Lot 659 on SP 157615	50436042
Lot 660 on SP 157615	50436043
Lot 661 on SP 157615	50436044
Lot 662 on SP 157615	50436045
Lot 663 on SP 157615	50436046
Lot 664 on SP 157615	50436047
Lot 665 on SP 161702	50462385
Lot 666 on SP 161702	50462386
Lot 667 on SP 161702	50462387
Lot 668 on SP 161702	50462388
Lot 669 on SP 161702	50462389
Lot 670 on SP 161702	50462390
Lot 671 on SP 161702	50462391
Lot 672 on SP 161702	50462392
Lot 673 on SP 161702	50462393
Lot 674 on SP 161702	50462394
Lot 675 on SP 161702	50462395

## Title Reference 50389686

Lot in Plan Description	Title Reference
Lot 676 on SP 157615	50436048
Lot 677 on SP 157615	50436049
Lot 678 on SP 157615	50436050
Lot 679 on SP 157615	50436051
Lot 680 on SP 157615	50436052
Lot 681 on SP 157615	50436053
Lot 682 on SP 166412	50476808
Lot 683 on SP 166412	50476809
Lot 684 on SP 166412	50476810
Lot 685 on SP 166412	50476811
Lot 686 on SP 166412	50476812
Lot 687 on SP 166412	50476813
Lot 688 on SP 166412	50476814
Lot 689 on SP 166412	50476815
Lot 690 on SP 166412	50476816
Lot 691 on SP 168246	50490196
Lot 692 on SP 168246	50490197
Lot 693 on SP 168246	50490198
Lot 694 on SP 168246	50490199
Lot 695 on SP 168246	50490200
Lot 696 on SP 168246	50490201
Lot 697 on SP 168246	50490202
Lot 698 on SP 168246	50490203
Lot 699 on SP 168246	50490204
Lot 700 on SP 168246	50490205
Lot 701 on SP 168246	50490206
Lot 702 on SP 168246	50490207
Lot 703 on SP 168246	50490208
Lot 704 on SP 168246	50490209
Lot 705 on SP 168246	50490210
Lot 706 on SP 168246	50490211
Lot 707 on SP 168246	50490212
Lot 708 on SP 168246	50490213
Lot 709 on SP 168246	50490214
Lot 710 on SP 168246	50490215
Lot 711 on SP 168246	50490216
Lot 712 on SP 168246	50490217
Lot 713 on SP 168246	50490218
Lot 714 on SP 168246	50490219

## Title Reference 50389686

Lot in Plan Description	Title Reference
Lot 715 on SP 168246	50490220
Lot 716 on SP 168246	50490221
Lot 717 on SP 166412	50476817
Lot 718 on SP 166412	50476818
Lot 719 on SP 166412	50476819
Lot 720 on SP 166412	50476820
Lot 721 on SP 157615	50436054
Lot 722 on SP 157615	50436055

**SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS**

<b>Lot on Plan</b>	<b>Contribution</b>	<b>Interest</b>
Lot 601 on SP 149174	36	36
Lot 602 on SP 149174	36	36
Lot 603 on SP 149174	36	36
Lot 604 on SP 149174	36	36
Lot 605 on SP 149174	36	36
Lot 606 on SP 149174	36	36
Lot 607 on SP 149174	36	36
Lot 608 on SP 149174	38	38
Lot 609 on SP 149174	38	38
Lot 610 on SP 149174	38	38
Lot 611 on SP 149174	38	38
Lot 612 on SP 149174	38	38
Lot 613 on SP 149174	38	38
Lot 614 on SP 149174	39	39
Lot 615 on SP 149174	39	39
Lot 616 on SP 149174	39	39
Lot 617 on SP 149174	39	39
Lot 618 on SP 149174	39	39
Lot 619 on SP 149174	39	39
Lot 620 on SP 151348	39	39
Lot 621 on SP 151348	40	40
Lot 622 on SP 151348	40	40
Lot 623 on SP 151348	39	39
Lot 624 on SP 151348	40	40
Lot 625 on SP 151348	39	39
Lot 626 on SP 151348	39	39
Lot 627 on SP 151348	40	40
Lot 628 on SP 151348	38	38
Lot 629 on SP 151348	39	39
Lot 630 on SP 151348	38	38
Lot 631 on SP 151348	38	38
Lot 632 on SP 151348	38	38
Lot 633 on SP 151348	38	38
Lot 634 on SP 151348	38	38
Lot 635 on SP 151348	37	37
Lot 636 on SP 151348	37	37
Lot 637 on SP 151348	37	37
Lot 638 on SP 151348	37	37
Lot 639 on SP 151348	37	37
Lot 640 on SP 151348	40	40
Lot 641 on SP 151348	39	39



Lot on Plan	Contribution	Interest
Lot 642 on SP 151348	39	39
Lot 643 on SP 149174	39	39
Lot 644 on SP 149174	39	39
Lot 645 on SP 149174	39	39
Lot 646 on SP 149174	39	39
Lot 647 on SP 149174	36	36
Lot 648 on SP 149174	36	36
Lot 649 on SP 149174	36	36
Lot 650 on SP 157615	37	37
Lot 651 on SP 157615	38	38
Lot 652 on SP 157615	38	38
Lot 653 on SP 157615	37	37
Lot 654 on SP 157615	37	37
Lot 655 on SP 157615	37	37
Lot 656 on SP 157615	38	38
Lot 657 on SP 157615	39	39
Lot 658 on SP 157615	39	39
Lot 659 on SP 157615	39	39
Lot 660 on SP 157615	39	39
Lot 661 on SP 157615	39	39
Lot 662 on SP 157615	39	39
Lot 663 on SP 157615	39	39
Lot 664 on SP 157615	39	39
Lot 665 on SP 161702	39	39
Lot 666 on SP 161702	40	40
Lot 667 on SP 161702	40	40
Lot 668 on SP 161702	39	39
Lot 669 on SP 161702	39	39
Lot 670 on SP 161702	39	39
Lot 671 on SP 161702	39	39
Lot 672 on SP 161702	39	39
Lot 673 on SP 161702	38	38
Lot 674 on SP 161702	38	38
Lot 675 on SP 161702	38	38
Lot 676 on SP 157615	38	38
Lot 677 on SP 157615	38	38
Lot 678 on SP 157615	38	38
Lot 679 on SP 157615	39	39
Lot 680 on SP 157615	39	39
Lot 681 on SP 157615	38	38
Lot 682 on SP 166412	38	38
Lot 683 on SP 166412	38	38
Lot 684 on SP 166412	38	38
Lot 685 on SP 166412	38	38
Lot 686 on SP 166412	40	40
Lot 687 on SP 166412	40	40

Lot on Plan	Contribution	Interest
Lot 688 on SP 166412	40	40
Lot 689 on SP 166412	39	39
Lot 690 on SP 166412	38	38
Lot 691 on SP 168246	38	38
Lot 692 on SP 168246	38	38
Lot 693 on SP 168246	39	39
Lot 694 on SP 168246	40	40
Lot 695 on SP 168246	39	39
Lot 696 on SP 168246	37	37
Lot 697 on SP 168246	37	37
Lot 698 on SP 168246	37	37
Lot 699 on SP 168246	37	37
Lot 700 on SP 168246	38	38
Lot 701 on SP 168246	37	37
Lot 702 on SP 168246	38	38
Lot 703 on SP 168246	40	40
Lot 704 on SP 168246	36	36
Lot 705 on SP 168246	38	38
Lot 706 on SP 168246	36	36
Lot 707 on SP 168246	36	36
Lot 708 on SP 168246	36	36
Lot 709 on SP 168246	36	36
Lot 710 on SP 168246	36	36
Lot 711 on SP 168246	36	36
Lot 712 on SP 168246	36	36
Lot 713 on SP 168246	36	36
Lot 714 on SP 168246	36	36
Lot 715 on SP 168246	36	36
Lot 716 on SP 168246	39	39
Lot 717 on SP 166412	38	38
Lot 718 on SP 166412	36	36
Lot 719 on SP 166412	36	36
Lot 720 on SP 166412	36	36
Lot 721 on SP 157615	36	36
Lot 722 on SP 157615	36	36
<b>Total</b>	<b>4631</b>	<b>4631</b>

<b>SCHEDULE B</b>	<b>EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND</b>
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1. The scheme is part of a layered arrangement of community titles schemes. The scheme to which this statement applies is a subsidiary scheme of the Oyster Cove Waterfront Community Titles Scheme 28389 ('Principal Scheme').
2. Lots may be amalgamated with other lots or parts of lots from time to time. Other land may be added to the scheme as a lot, part of a lot or common property from time to time. The Original Owner may remove any lot, or part of a lot, owned by the Original Owner from the scheme at any time common property may also be removed from the scheme in accordance with the relevant legislation. If a lot or common property is removed from the scheme, then the scheme will comprise of any remaining lots and existing common property.
3. It is intended that exclusive use and/or special right areas be granted to one or more lots and that the Original Owner (or any successor or assignee) or its agent may choose to allocate such areas of common property or body corporate assets at its discretion. The committee will have the authority to give its consent to a new community management statement that shows areas of exclusive use and/or special rights over common property and/or body corporate assets that are to attach to lots and to amend exclusive use By-laws accordingly. It is intended that the body corporate record a new community management statement when the Original Owner or its agent allocates areas of exclusive use and special rights under the By-laws.

<b>SCHEDULE C</b>	<b>BY-LAWS</b>
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# 1. Definitions and Interpretation

## 1.1 Definitions

In these By-laws, unless the context otherwise requires:

- 1.1.1 **"Act"** means the Body Corporate and Community Management Act 1997;
- 1.1.2 **"ARC Committee"** means the ARC Committee as defined in by-law 2.1 hereof;
- 1.1.3 **"Body Corporate"** means the body corporate for the Scheme;
- 1.1.4 **"Building"** means any fixed structure that is wholly or partly enclosed by walls and is roofed and includes any part of such a structure;
- 1.1.5 **"Committee"** means the committee of the Body Corporate;
- 1.1.6 **"Common Property"** has its meaning under the Act;
- 1.1.7 **"Covenants"** means the Oyster Cove Calmwater Shores building and environmental enhancement covenants and the Deed of Covenant for Calmwater Shores;
- 1.1.8 **"Designated Parking Area"** means an area within a lot that is either an established driveway or garage or other parking structure (for clarity, a Designated Parking Area does not include the grass areas within a Lot);
- 1.1.9 **"Dwelling"** means a residential dwelling constructed on a Lot;
- 1.1.10 **"Lot"** means a lot in the Scheme and includes any lot created by a subsequent re-subdivision under the Act of any part of the Scheme Land;
- 1.1.11 **"Occupier"** means the legal occupant from time to time of a Lot;
- 1.1.12 **"Owner"** means an owner of a Lot;
- 1.1.13 **"Original owner"** means the original Owner and its successors and assigns;

1.1.14 "Person" means a person bound by these By-laws;

1.1.15 "Principal Scheme" means Oyster Cove Waterfront Community Titles Scheme 28389;

1.1.16 "Scheme" means Calmwater Shores Community Titles Scheme 30203;

1.1.17 "Scheme Land" means the land comprised in the Scheme;

1.1.18 "Vehicle" has its meaning under the Traffic Act.

## 1.2 Interpretation

1.2.1 In these By-laws, except to the extent that the context otherwise requires:

1.2.1.1 the singular includes the plural and vice versa;

1.2.1.2 "person" includes a natural person, each other kind of legal entity and an unincorporated association;

1.2.1.3 reference to a statute or any other law is a reference to the statute or law.

1.3 clause headings will be disregarded in the interpretation of these By-laws.

## 2. Use of Lots

2.1 Subject to By-law 2.4, an Owner or Occupier of a Lot must not use its Lot for any other purpose than residential.

2.2 Intentionally deleted.

2.3 Intentionally deleted.

2.4 Short term letting – occupancy limits

2.4.1 The number of adults who may reside in a Lot must be by reference to the number of bedrooms in the Lot.

2.4.2 An Occupier of a Lot must ensure that no more than two (2) adults per bedroom occupy a Lot.

2.4.3 For the purposes of this By-Law, a bedroom is a room approved for use as a bedroom under, or indicated as a bedroom in any plans the subject of the relevant local Council planning approval.

2.5 Leasing

An Owner may let a Lot but only:

2.5.1 by means of a written lease or tenancy agreement; and

2.5.2 if that lease or agreement obliges the lessee or tenant to comply with these By-laws.

2.6 Noise

2.6.1 No Person may in a lot:

2.6.1.1 carry on noxious or offensive activity; or

2.6.1.2 make or allow noise in a Lot that will interfere with the enjoyment of a Lot or the Common Property by others.

2.6.2 An Occupier of a Lot must take all reasonable steps to ensure that his or her Invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the Occupiers of another Lot or of any person lawfully using Common Property.

**2.7 Appearance**

2.7.1 An Occupier of a Lot must not hang any washing, towel, bedding, clothing or other article on any part of his Lot in such a way as to be visible from the front of the Scheme.

2.7.2 An Occupier of a Lot must not 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 another Lot, the Common Property or outside the Scheme Land, except with the consent in writing of the Body Corporate Committee.

**2.8 Auctions**

An Owner or occupier must not permit any auction sale to be conducted or to take place in the Lot or within the Scheme Land without the prior approval in writing of the Body Corporate.

**2.9 Animals**

2.9.1 This By-Law is subject to Section 181 of the Act "Guide, hearing and assistance dogs" as amended or varied from time to time.

2.9.2 This By-law applies to Owners or Occupiers and invitees within the Body Corporate.

2.9.3 No animal, except common household pets, is allowed in a Lot or the Common Property and the behaviour of pets in a Lot or the Common Property must be controlled so that it:

2.9.3.1 does not interfere with the enjoyment of a Lot or the Common Property by others;

2.9.3.2 minimises the adverse impact of such pets (particularly cats) on fauna in the Lot and in Common Property.

2.9.4 A Person must not have more than two animals (other than fish) in a Lot.

2.9.5 By-laws 2.9.3 and 2.9.4 apply subject to any law.

2.9.6 Dogs are not allowed on Common Property except if on a leash or carried.

2.9.7 Any excrement deposited by a pet on the Common Property must be removed promptly by the pet owner.

2.9.8 Any Owner who keeps and maintains a pet will be liable for any and all action by the pet whether or not the Owner had knowledge, notice or forewarning of the likelihood of such action.

2.9.9 The Committee may serve a Person a notice that an animal owned by the Person is causing a nuisance to any other person. Where a Person receives such a notice from the Committee the Person must immediately take steps to prevent further nuisance occurring failing which the Committee may serve a further notice requiring the immediate removal of the animal specified in the notice and the Person must immediately permanently remove the animal from the Scheme Land.

2.9.10 No animal must cause a nuisance to, or disturb, any other Occupier or Invitee to the Scheme Land;

2.9.10.1 if the animal defecates whilst on the Common Property, then any waste from the animal must be disposed of in a hygienic manner by the owner;

2.9.10.2 where the animal is a cat or a dog, the animal must wear an appropriate identification tag, containing the owner's phone number;

**3. Structural Alterations & Renovations**

3.1 Intentionally deleted.

3.2 Intentionally deleted.

3.3 Intentionally deleted:

3.4 Intentionally deleted:

3.5 Intentionally deleted.

3.6 Intentionally deleted.

3.7 Intentionally deleted.

3.8 Intentionally deleted:

3.9 Intentionally deleted;

3.10 Intentionally deleted.

3.11 Intentionally deleted.

3.12 A Person must not:

3.12.1 alter;

3.12.2 paint or otherwise mark;

3.12.3 drive nails or anything else into; or

3.12.4 otherwise damage or deface, any structure (including any irrigation equipment or piping) forming part of the Common Property except with the Body Corporate's written consent.

3.13 A Person must not:

3.13.1 damage a lawn or garden;

3.13.2 damage or remove any plant or part of a plant; or

3.13.3 interfere with the operation of irrigation,

on Common Property.

3.14 Each Person must:

3.14.1 take all reasonable steps to preserve the natural fauna within the Common Property; and

3.14.2 implement sufficient controls over domestic pets to minimise the adverse impact of such pets (particularly cats) on natural fauna.

#### **4. Landscape Preservation**

4.1 Damage to landscaping on Common Property

A Person must not:

4.1.1 damage any of the Landscape Situated upon the Common Property; or

4.1.2 except with the prior written consent of the Body Corporate, use for the Person's own purpose as a garden, any of the Common Property.

#### **5. Maintenance**

5.1 Maintenance

Every Owner must:

- 5.1.1 maintain in good condition and repair the exterior of his Dwelling including (without limitation) all fences, walls, windows, gates, sidewalls, walkways and driveways within a Lot;
- 5.1.2 maintain in good condition and repair all yard landscaping, irrigation facilities, drainage facilities, spas, fountains, and other surrounds within the Lot;
- 5.1.3 make any necessary arrangements for supply of sufficient water for the maintenance and irrigation of all yard landscaping and pay for such water; and
- 5.1.4 take all practicable steps to prevent infestation of the Lot by vermin or insects.

## 6. Vehicles

### 6.1 Parking & repair

- 6.1.1 A Person must not park or keep any Vehicle on a Lot except wholly within the Designated Parking Area designated for it and except that a recreational Vehicle (which includes, but without limitation, a camper unit, caravan, motor home, trailer or boat) may be parked or kept elsewhere on the Lot if it is screened so as not to be visible from any other Lot.
- 6.1.2 For a recreational vehicle (which includes, but without limitation, a camper unit, caravan, motor home, trailer or boat) whereby it may, pursuant to by-law 6.1.1, be parked or kept elsewhere on the Lot if it is screened so as not to be visible from any other Lot. Such screening material must first be approved in writing by the ARC Committee whereby the Committee will have consideration to the size, style, colour and amenity of the screening.
- 6.1.3 A Person who wishes to clean their recreational Vehicle (which includes, but without limitation, a camper unit, caravan, motor home, trailer or boat), may do so but only during the times of 8:00am and 5:00pm on any day unless prior written approval is obtained by the Committee.
- 6.1.4 A Person must not park or keep a Vehicle of a commercial type (which includes, but without limitation, a dump truck, cement mixer truck, delivery truck, semi-trailer, coach, bus or operable vehicle equipment, whether mobile or otherwise) within the Scheme Land except for the purpose and in the course of commercial deliveries.
- 6.1.5 A Person must not conduct repairs or restorations to any motor Vehicle, boat trailer, aircraft or other Vehicle on a Lot except:
  - 6.1.5.1 wholly Within the garage on the Lot; and
  - 6.1.5.2 if such activity does not interfere with the quiet enjoyment of other Lots or Common Property by others,but such activity is not permitted if it is determined by the Body Corporate to be a nuisance, and is not permitted on Common Property.
- 6.1.6 A Person must use the garage in a Lot only as a garage and for general storage purposes and not convert it to any other use.
- 6.1.7 Subject to by-law 6.1.9, a Person must not park or keep any vehicle on the common property other than within the Designated Parking Areas and must not obstruct any common property.
- 6.1.8 An Owner or Occupier may, in limited circumstances, be given approval to park on the common property, subject to obtaining the prior written approval of the Committee. The Committee may allow an Owner or Occupier to park on the common property in specific events such as if an owner is carrying out renovation works to their lot and the tradespersons are parking within their relevant Designated Parking Areas. The Committee may authorise the owner or occupier to park their vehicle on the common property whereby it will be restricted to only being allowed for a limited number of vehicles, for specific times and days, and the vehicle(s) will need to be parked directly adjacent to the relevant Lot.
- 6.1.9 Notwithstanding 6.1.8 Owner or Occupier may park a private passenger motor vehicle on community Common Property roads during daylight hours under the following circumstances:
  - 6.1.9.1 There is no vehicle parking space available on the Lot owner's or occupier's driveway.

- 6.1.9.2 The vehicle is parked continuous to the Lot owner's property – i.e. at the curb immediately outside the Lot owner's land. Parked vehicles must not restrict access to other lot owner's driveways.
- 6.1.9.3 The remaining roadway width between the parked vehicle and curb on the opposite side of the road is adequate for the safe passage of Emergency Vehicles (minimum 3.5 metres).
- 6.1.9.4 Parking on any road within Calmwater Shores must be in accordance with Queensland Road Rules as set out in Transport Operations (Road Use Management-Road Rules) Regulation 2009 and Queensland Fire and Emergency Services (QFES) Fire Hydrant Guidelines.
- 6.1.10 An Owner or Occupier of a Lot must not permit any occupation of a caravan, campervan or mobile home upon the Lot.
- 6.1.11 Any approval given under this By-law, must state the period for which it is given and any conditions on which the approval is given. If any conditions are not met, the approval may be withdrawn by the Committee by giving seven days' notice to the relevant Owner or Occupier.

## 7. Insurance & Related Matters

A Person must not bring or keep anything on a Lot which:

- 7.1 will increase the rate of premium for fire insurance on a Dwelling or the Common Property;
- 7.2 may conflict with the laws or regulations relating to fire or any insurance policy on a Dwelling or the Common Property; or
- 7.3 may conflict with the regulations or ordinances of the local government or other public authority for the time being in force.

## 8. Security

- 8.1 The Body Corporate may arrange and operate a security system to monitor the Common Property.
- 8.2 The Committee:
  - 8.2.1 is responsible for control of the security system; and
  - 8.2.2 may employ servants, agents or contractors to operate the system.
- 8.3 The security arrangements may, at the discretion of the Body Corporate, include without limitation the following:
  - 8.3.1 issue security access cards upon conditions, including payment of a deposit;
  - 8.3.2 have the right to refuse admission to any person unless prior notice of the identity of the person is given;
  - 8.3.3 have the right (upon complaint) to remove any person from the Scheme Land or to refuse admission to any person it considers is likely to be a nuisance or a security risk;
  - 8.3.4 have the right to enter upon any part of the Scheme Land for the purpose of maintaining its security;
  - 8.3.5 have the right of admission to any person subject to limits on time of use and parts of 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;
  - 8.3.6 ensure parts of the common property are secured against entry by unauthorised persons; and



- 8.3.7 ensure that security patrols, locks and other security devices or procedures are used to implement or operate it.
- 8.4 The Body Corporate may:
  - 8.4.1 erect maintain and cause to be operated gatehouses or other security structures by security officers for the purpose of regulating or prohibiting access to any part of the Common Property;
  - 8.4.2 delegate to security officers the function of deciding whether to grant permission for access to any part of the Common Property. Any delegation will not limit the power of the Body Corporate to grant such permission. The Body Corporate may revoke a delegation at any time; and
  - 8.4.3 grant a conditional approval for access to any part of the Common Property and Without limitation may only allow access to parts of the Common Property during specified times. A person who has the permission of the Body Corporate to drive on or otherwise use any part of the Common Property is entitled to do so to the extent of that approval. The Body Corporate may revoke any approval at any time.
- 8.5 The Body Corporate is not liable for injury to or death of a person or loss of or damage to property (whether in Common Property or a Lot) arising because:
  - 8.5.1 the security system is not operating; or
  - 8.5.2 the security system fails to operate as intended.

## **9. Garbage Collection**

- 9.1 Each Owner must:
  - 9.1.1 except if the Body Corporate provides some other means of disposal of garbage, maintain on the Lot in a clean and dry condition and adequately covered, a receptacle for garbage;
  - 9.1.2 at all times protect garbage deposited in the receptacle against the attraction of flies by wrapping the garbage in paper or other suitable material;
  - 9.1.3 thoroughly cleanse and deodorise the receptacle regularly;
  - 9.1.4 at all times keep the proper lid (of correct fit) on the receptacle;
  - 9.1.5 not place or caused to be placed in the receptacle any refuse, or other thing which is a flame, smouldering, sludge, alive or not garbage;
  - 9.1.6 ensure the receptacle is not overloaded to more than the maximum weight for the receptacle;
  - 9.1.7 ensure the receptacle is placed at the nominated collection point on collection days;
  - 9.1.8 comply with all local government By-laws and ordinances relating to the disposal of garbage.
- 9.2 For the purpose of By-law 9 "sludge" means any matter or thing, whether solid or liquid or a combination of solids or liquids, which have been removed from a septic tank, septic closet, chemical closet, sullage pit, grease trap or any holding tank or other container forming part of or used in connection with a septic tank, septic closet, chemical closet, sullage pit or grease trap.

## **10. Notice of Accidents/Damage to Property**

Each Person must notify the Body Corporate promptly of any accident to or defect in any water pipes, gas pipes, electric installations or fixtures which comes to the Person's knowledge.

## **11. Correspondence and Requests to Committee and its appointed agents and contractors**

- 11.1 Occupiers must communicate with the Committee and the body corporate manager, as appointed from time to time, in a reasonable manner and not in any way which may become an annoyance or a nuisance to any Committee member and/or body corporate manager.

- 11.2 In addition to By-Law 11.1 hereof, communication from an Occupier to any Committee member and/or body corporate manager must be courteous, inoffensive, reasonable, respectful, constructive and the like.
- 11.3 Communications must not purport to give directions to any person or entity employed or retained or contracted by the Body Corporate, including, but not limited to:
  - 11.3.1 the body corporate manager;
  - 11.3.2 the Body Corporate's lawyers;
  - 11.3.3 the Body Corporate's contractors, agents, servants, employees, consultants and the like; and
  - 11.3.4 the Body Corporate's insurer.
- 11.4 Where communications are sent in breach of these conditions:
  - 11.4.1 the recipient will not be required to acknowledge receipt of them; and
  - 11.4.2 the Committee may resolve to limit communications from that Occupier to one (1) piece of correspondence per week which must not be longer than 1,000 words and must be sent by ordinary post to the Body Corporate's address for service.
- 11.5 The Committee is authorised by this By-Law to draft communication rules which must be adhered to as if the communication rules were recorded in this CMS and By-Law, and further, that the communication rules may be enforced by the Committee and/or Body Corporate under this By-Law pursuant to the dispute resolution provisions of the Act.

## **12. Nuisance caused by tenants/invitees**

- 12.1 The Occupiers must not use a Lot within the Body Corporate in any way that will result in:
  - 12.1.1 an exposure of the Body Corporate to a risk of paying higher insurance costs (ie, premiums and/or claims) as a result of property damage or injury caused while on Common Property (eg, inappropriate use of recreational facilities resulting in an injury);
  - 12.1.2 an exposure of the Body Corporate to workplace health and safety claims including potential non-compliance with fire safety regulations (eg, over crowding of a Lot);
  - 12.1.3 an increase in expenses for the maintenance of Common Property including cleaning, repairs of damage caused as a result of inappropriate or unintended excessive use of Common Property as per its original development;
  - 12.1.4 a nuisance being suffered by another Occupier; and
  - 12.1.5 an interference with the use and enjoyment of the Common Property by another person who is lawfully on the Common Property.

## **13. Notification of Infectious Diseases**

- 13.1 A Person must notify the Body Corporate of any infectious disease, which may require notification by virtue of any statute, regulation or ordinance, which affects any person in any Lot to give, or cause to be given, notice or that fact and any other information which may be required relative to the disease to the Body Corporate.
- 13.2 The Owner must pay to the Body Corporate the expenses of disinfecting the affected Lot (if that is necessary) and replacing any article or thing the destruction of which may be rendered necessary by such disease.

## **14. Rules Relating to the Common Property**

The Body Corporate may make rules relating to the Common Property not inconsistent with these By-laws.

## **15. Notices To Be Observed**

Each Person must observe the terms of any notice displayed on any part of the Common Property by authority of the Body Corporate or of any statutory authority.

#### **16. Invitees**

- 16.1 An 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 Occupier of another Lot or of any person lawfully using Common Property.
- 16.2 The duties and obligations imposed by these By-laws on an Occupier of a Lot shall be observed not only by the Occupier but also by the guests, servants, employees, agents, children, Invitees and licensees of such Occupier.
- 16.3 The 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 Occupier or their Invitees.

#### **17. Flammable Materials**

A Person must not without the Committee's written consent use or store any chemicals, burning fluids, acetylene gas or alcohol in a Lot or on Common Property, nor in any other way cause or increase a risk of fire or explosion in a Dwelling or cost of fire insurance or breach a law, but this By-law does not prevent use of barbeques in Lots.

#### **18. Obstruction**

A Person must not obstruct the lawful use of the Common Property by any person, or impede access to another Lot.

#### **19. Breaches and Penalties**

- 19.1 A Person in breach of these By-laws (which includes breach of any proper direction given under them) must remedy that breach immediately the Person becomes aware of it and in any event immediately after notice from the Committee requiring the Person to do so.
- 19.2 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.
- 19.3 Costs and Expenses
  - 19.3.1 An Owner must pay on demand the whole of the Body Corporate's costs and expenses (including solicitor and own client costs, plus any GST properly chargeable in respect of these costs) in connection with:
    - 19.3.1.1 recovering levies or monies payable to the Body Corporate pursuant to the Act or these By-laws duly levied upon the Owner by the Body Corporate or otherwise pursuant to these By-laws;
    - 19.3.1.2 all legal and other proceedings concluded by way of settlement or court determination in favour of the Body Corporate taken by or against the Owner or occupier of a Lot;
    - 19.3.1.3 costs and expenses (including solicitor and own client costs) incurred by the Body Corporate to enforce a By-law or make good any damage incurred by a breach of these By-laws by that Person or that Person's invitees (including tenants) and incurred in recovery of those costs and expenses.
  - 19.3.2 The amount of any such costs shall be deemed to be a liquidated debt due by the Owner to the Body Corporate;
  - 19.3.3 If the Owner fails to pay such costs upon demand the Body Corporate:
    - 19.3.3.1 may take action for the recover of those costs in a court of competent jurisdiction, and/or
    - 19.3.3.2 may enter such costs and expenses against the levy account of the owner;

- 19.3.4 In this By-law references to an Owner shall be deemed to include a reference to a mortgagee in possession of any Owner's lot;
- 19.3.5 The Body Corporate may include any costs payable to it under this By-law on any certificate issued in respect of the Lot pursuant to the Act, including but not limited to a notation of unpaid insurance premiums.
- 19.4 Where the body corporate expends money to make good the damage caused by a breach of the Act or of these By-laws by an Owner or occupier of a Lot or the tenants, guests, servants, employees, agents or children, invitees or licensees of such Owner or occupier or any of them, the Committee will be entitled to recover the amount so expended as a debt in an action in any court or competent jurisdiction from the owner of the Lot at the time when the breach occurred.

## 20. GST

- 20.1 For the purposes of this By-law:
- 20.1.1 "GST" means a goods and services tax, consumption tax, value added tax, retail turnover tax or a tax of a similar nature;
- 20.1.2 "Primary Payment" means any payment or consideration given by an Owner or Occupier to the Body Corporate for any levy or other money or consideration payable or to be given by an Owner or Occupier to the Body Corporate in connection with any supply of any goods and services.
- 20.2 If the Body Corporate is liable by law for any GST on any Primary Payment, the Owner must pay to the Body Corporate the amount of the GST in addition to the Primary Payment at the same time and in the same manner as the Owner is required to pay the Primary Payment in respect of which the GST relates.

## 21. Exclusive Use Areas

- 21.1 If the Body Corporate is granted exclusive use rights over parts of the common property of the Principal Scheme those exclusive use rights are an asset of the Body Corporate over which the Original Owner may allocate by authorised allocation, exclusive use rights and/or special rights of use that will attach to lots in the Scheme over any part or parts of that Body Corporate Asset ('Area').
- 21.2 Original Owner may allocate the exclusive use of a part of the Common Property ('Area') to a Lot nominated in writing by Original Owner to the Body Corporate.
- 21.3 When the allocations are made they will be identified in Schedule E. At the date of this community management statement the lots shown in Schedule E are on granted exclusive use of that part of the Principal Scheme common property over which the Body Corporate has been granted exclusive use.
- 21.4 The Owners of such Lots:
- 21.4.1 are entitled to only use the Area for the purposes as nominated in Schedule E;
- 21.4.2 at their own expense keep the Area clean and tidy;
- 21.4.3 are responsible for the maintenance and operating costs of the Area;
- 21.4.4 where the exclusive use Area or Area of special rights is a mooring berth area, must only use the marina berth area for the purposes of the construction and use of approved private moorings in accordance with the Principal Scheme By-laws and for the mooring of vessels in accordance with the Principal Scheme By-laws must and not to use the mooring berth areas so as to create a nuisance or disturbance to other lot owners or occupiers of lots in the Scheme or the Principal Scheme.
- 21.5 Where exclusive use of a pontoon is granted to more than one Owner those Owners will be jointly liable for and must contribute to the maintenance, operating costs and upkeep in equal shares.

- 21.6 The grant of exclusive use and enjoyment is made subject to the relevant Owner allowing the Body Corporate, the Committee and their properly appointed agents access at all reasonable times to such Area for any proper purpose.

## 22. Principal Scheme By-laws

- 22.1 An owner or Occupier must at all times observe and comply with the Principal Scheme By-laws.
- 22.2 Pursuant to the Principal Scheme By-laws:
- 22.2.1 a Person must not alter, deface or damage any revetment wall forming part of a Lot or Common Property where such revetment wall is adjacent to or forms part of the boundary 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;
- 22.2.2 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;
- 22.2.3 a Person must pay for any damage to such a 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.
- 22.3 Subject to By-law 22.3.3, the Body Corporate:
- 22.3.1 will be responsible for the supply of cleaning, maintenance, repair and 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;
- 22.3.2 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;
- 22.3.3 and the Principal Scheme Body Corporate, are entitled to such reasonable access to a Lot or Common Property to maintain and repair such a revetment wall to ensure that the revetment walls maintained in a structurally sound condition in accordance with this By-law 22.

## 23. Severability

If it is held by a court of competent jurisdiction that:

- 23.1 any part of these By-laws is void, voidable, unenforceable or ultra vires; or
- 23.2 these By-laws would be void, voidable, unenforceable or ultra vires unless some part of them were severed from the remainder of them,
- then that part will be severable and severed from these By-laws but without effecting the continued operation of the remainder.

<b>SCHEDULE D</b>	<b>OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED</b>
-------------------	--

1. To facilitate the development of the scheme land, the original owner may, from time to time, enter on the scheme land or any part thereof, the common property and any lot in the scheme to undertake works of any kind necessary or incidental to establishing utility infrastructure and utility services in connection thereto including the following works:
- (a) excavation and general earthworks;
- (b) construction of common property areas including roads;

- (c) the construction on the common property of such improvements and facilities as may be considered necessary by the original owner to establish utility infrastructure and utility services, and connections thereto;
- (d) the construction of a services infrastructure whether public or private (including but without limiting the generality of thereof, connections for sewerage, gas, electricity, telephone, fibre optics and any other lawful service available to the public,

all of which are collectively called the 'Utility Infrastructure Works'.

2. The original owner may bring upon the scheme land any machinery, tools, equipment, vehicles and workmen to facilitate the carrying out of the utility infrastructure works.
3. In exercising the rights set out in Item 1 and Item 2 above, the original owner will use endeavours reasonably available so as not to unreasonably interfere with occupiers use and enjoyment of the lots and common property.

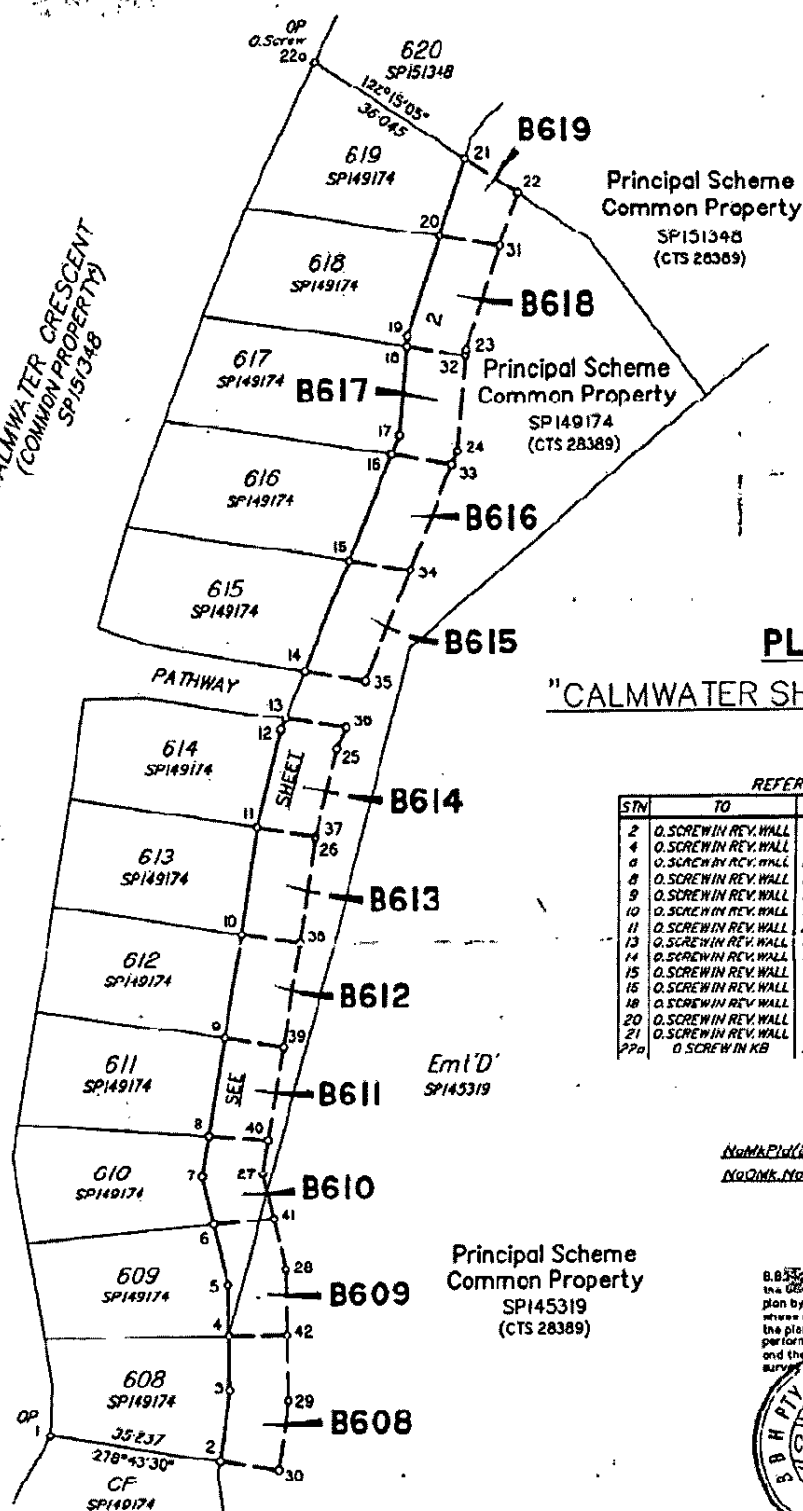
SCHEDULE E	DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY
------------	--

Lot Number	Exclusive Use Area – Mooring Berth Area
Lot 608 on SP 149174	Mooring berth area 'B608' as shown on the attached plan marked 'E'
Lot 609 on SP 149174	Mooring berth area 'B609' as shown on the attached plan marked 'E'
Lot 610 on SP 149174	Mooring berth area 'B610' as shown on the attached plan marked 'E'
Lot 611 on SP 149174	Mooring berth area 'B611' as shown on the attached plan marked 'E'
Lot 612 on SP 149174	Mooring berth area 'B612' as shown on the attached plan marked 'E'
Lot 613 on SP 149174	Mooring berth area 'B613' as shown on the attached plan marked 'E'
Lot 614 on SP 149174	Mooring berth area 'B614' as shown on the attached plan marked 'E'
Lot 615 on SP 149174	Mooring berth area 'B615' as shown on the attached plan marked 'E'
Lot 616 on SP 149174	Mooring berth area 'B616' as shown on the attached plan marked 'E'
Lot 617 on SP 149174	Mooring berth area 'B617' as shown on the attached plan marked 'E'
Lot 618 on SP 149174	Mooring berth area 'B618' as shown on the attached plan marked 'E'
Lot 619 on SP 149174	Mooring berth area 'B619' as shown on the attached plan marked 'E'
Lot 620 on SP 151348	Mooring berth area 'B620' as shown on the attached plan marked 'G'
Lot 621 on SP 151348	Mooring berth area 'B621' as shown on the attached plan marked 'G'
Lot 622 on SP 151348	Mooring berth area 'B622' as shown on the attached plan marked 'G'
Lot 623 on SP 151348	Mooring berth area 'B623' as shown on the attached plan marked 'G'
Lot 624 on SP 151348	Mooring berth area 'B624' as shown on the attached plan marked 'G'
Lot 625 on SP 151348	Mooring berth area 'B625' as shown on the attached plan marked 'G'
Lot 626 on SP 151348	Mooring berth area 'B626' as shown on the attached plan marked 'G'
Lot 627 on SP 151348	Mooring berth area 'B627' as shown on the attached plan marked 'G'
Lot 628 on SP 151348	Mooring berth area 'B628' as shown on the attached plan marked 'G'
Lot 629 on SP 151348	Mooring berth area 'B629' as shown on the attached plan marked 'G'
Lot 630 on SP 151348	Mooring berth area 'B630' as shown on the attached plan marked 'G'
Lot 631 on SP 151348	Mooring berth area 'B631' as shown on the attached plan marked 'G'
Lot 632 on SP 151348	Mooring berth area 'B632' as shown on the attached plan marked 'G'
Lot 633 on SP 151348	Mooring berth area 'B633' as shown on the attached plan marked 'G'
Lot 634 on SP 151348	Mooring berth area 'B634' as shown on the attached plan marked 'G'
Lot 635 on SP 151348	Mooring berth area 'B635' as shown on the attached plan marked 'G'
Lot 636 on SP 151348	Mooring berth area 'B636' as shown on the attached plan marked 'G'
Lot 637 on SP 151348	Mooring berth area 'B637' as shown on the attached plan marked 'G'
Lot 638 on SP 151348	Mooring berth area 'B638' as shown on the attached plan marked 'G'

[illegible]

Lot Number	Exclusive Use Area – Mooring Berth Area
Lot 695 on SP 168246	Mooring berth area 'B695' as shown on the attached plan marked 'M'
Lot 696 on SP 168246	Mooring berth area 'B696' as shown on the attached plan marked 'M'
Lot 697 on SP 168246	Mooring berth area 'B697' as shown on the attached plan marked 'M'
Lot 698 on SP 168246	Mooring berth area 'B698' as shown on the attached plan marked 'M'
Lot 699 on SP 168246	Mooring berth area 'B699' as shown on the attached plan marked 'M'
Lot 700 on SP 168246	Mooring berth area 'B700' as shown on the attached plan marked 'M'
Lot 701 on SP 168246	Mooring berth area 'B701' as shown on the attached plan marked 'M'
Lot 702 on SP 168246	Mooring berth area 'B702' as shown on the attached plan marked 'M'
Lot 703 on SP 168246	Mooring berth area 'B703' as shown on the attached plan marked 'M'





**PLAN E**  
"CALMWATER SHORES CTS 30203"

REFERENCE MARKS				
STN	TO	ORIGIN	BEARING	DIST
2	O. SCREW IN REY. WALL	4/SP149174	278°43'30"	2.51
4	O. SCREW IN REY. WALL	2/SP149174	269°33'55"	2.73
6	O. SCREW IN REY. WALL	14/SP149174	263°22'53"	6.18
8	O. SCREW IN REY. WALL	26/SP149174	274°43'35"	2.73
9	O. SCREW IN REY. WALL	22/SP175818	278°43'30"	2.67
10	O. SCREW IN REY. WALL	21/SP175818	279°43'30"	2.99
11	O. SCREW IN REY. WALL	20/SP175818	278°43'30"	2.46
12	O. SCREW IN REY. WALL	18/SP175818	279°43'30"	2.46
13	O. SCREW IN REY. WALL	15/SP175818	279°43'30"	2.92
15	O. SCREW IN REY. WALL	17/SP175818	279°43'20"	2.92
16	O. SCREW IN REY. WALL	16/SP175818	279°43'20"	3.4
18	O. SCREW IN REY. WALL	14/SP175818	278°43'20"	2.71
20	O. SCREW IN REY. WALL	12/SP175818	279°43'20"	2.94
21	O. SCREW IN REY. WALL	5/SP151348	302°15'05"	2.85
22a	O. SCREW IN KB	3/SP149174	299°05'10"	16.7

NaMKP(d in water) at slns 31-42.

NOOMK, NOOMKPI (in water) at 50.5 & - 30.

B.8.3.2. The Surveyor certifies that the Company's survey of the land comprised in this plan by Gregory James LORD, Licensed Surveyor, for whom the Company accepts responsibility, that the 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 19.2.2003



Director

Date 6.3.03

**SCALE 1:1000**

1. Drawn to Scale on A3 sheet
2. Meridian of SPI49174
3. Community Titles Scheme . . "CALM WATER SHORES" CTS 30203
4. Title Reference . . .50326520
5. Exclusive Use Area M4 on Plan D to the area granted as exclusive use from Oyster Cove Waterfront CTS 28389 to Calmwater Shores CTS 30203



**95 Upton Street,  
Bundab**  
**Ph (07) 6574 0733**  
**Fax (07) 5574 0202**

**Bennett & Bennett**  
Consulting Surveyors, Development Consultants  
& Town Planners

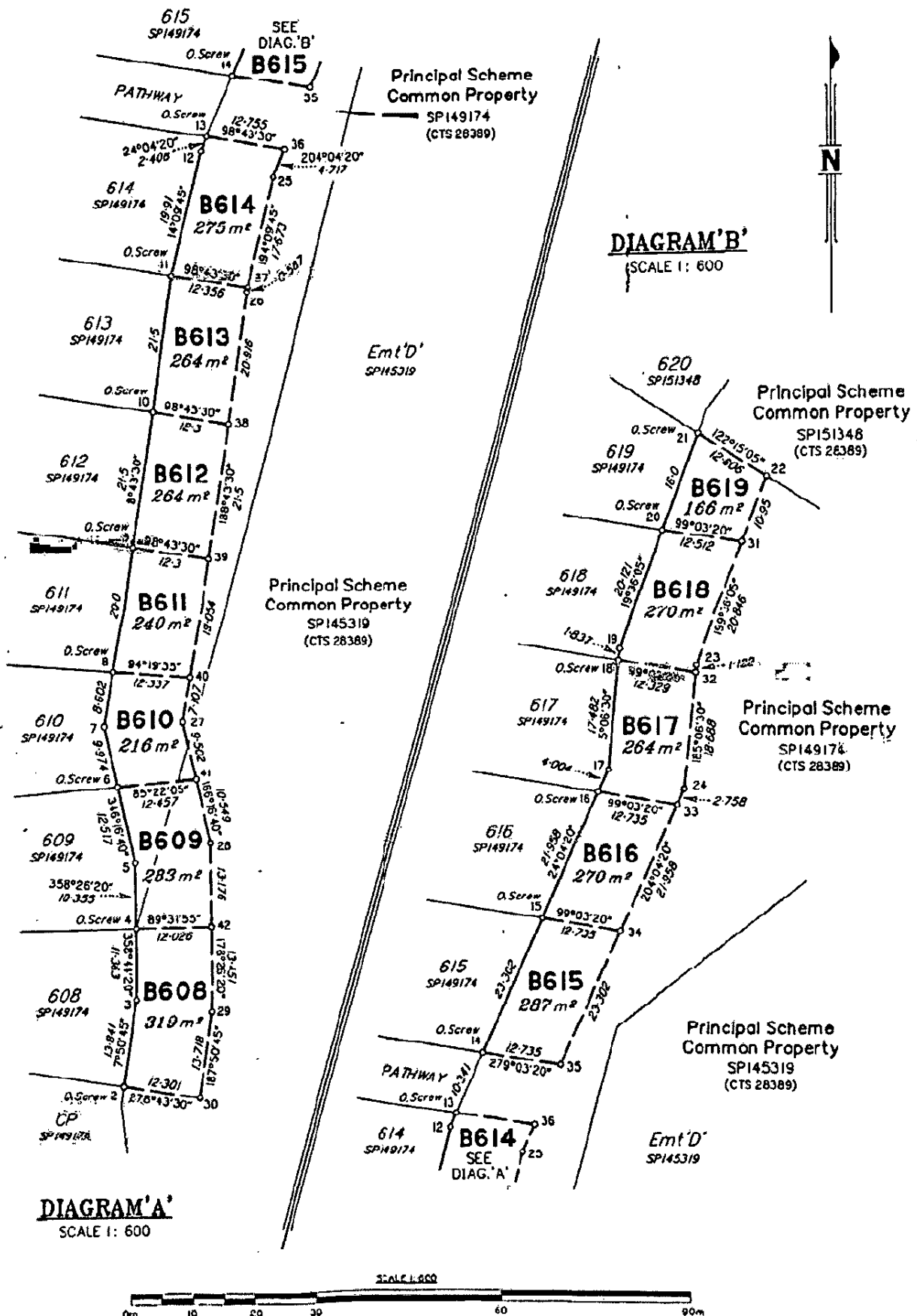
BBM Pty. Ltd. A.C.N. 010 427 531  
All mail to: PO Box 6021 G.C.M.C. Qld 9726  
email [benbinn@oldnet.com.au](mailto:benbinn@oldnet.com.au)

21 Dreamworld Parkway,  
Coomera  
Ph (07) 5573 8177  
Fax (07) 5529 4342

**Plan of Exclusive Use Mooring Berths  
B608-B619 in part of the Common Property  
of 'OYSTER COVE WATERFRONT' CTS 28389**

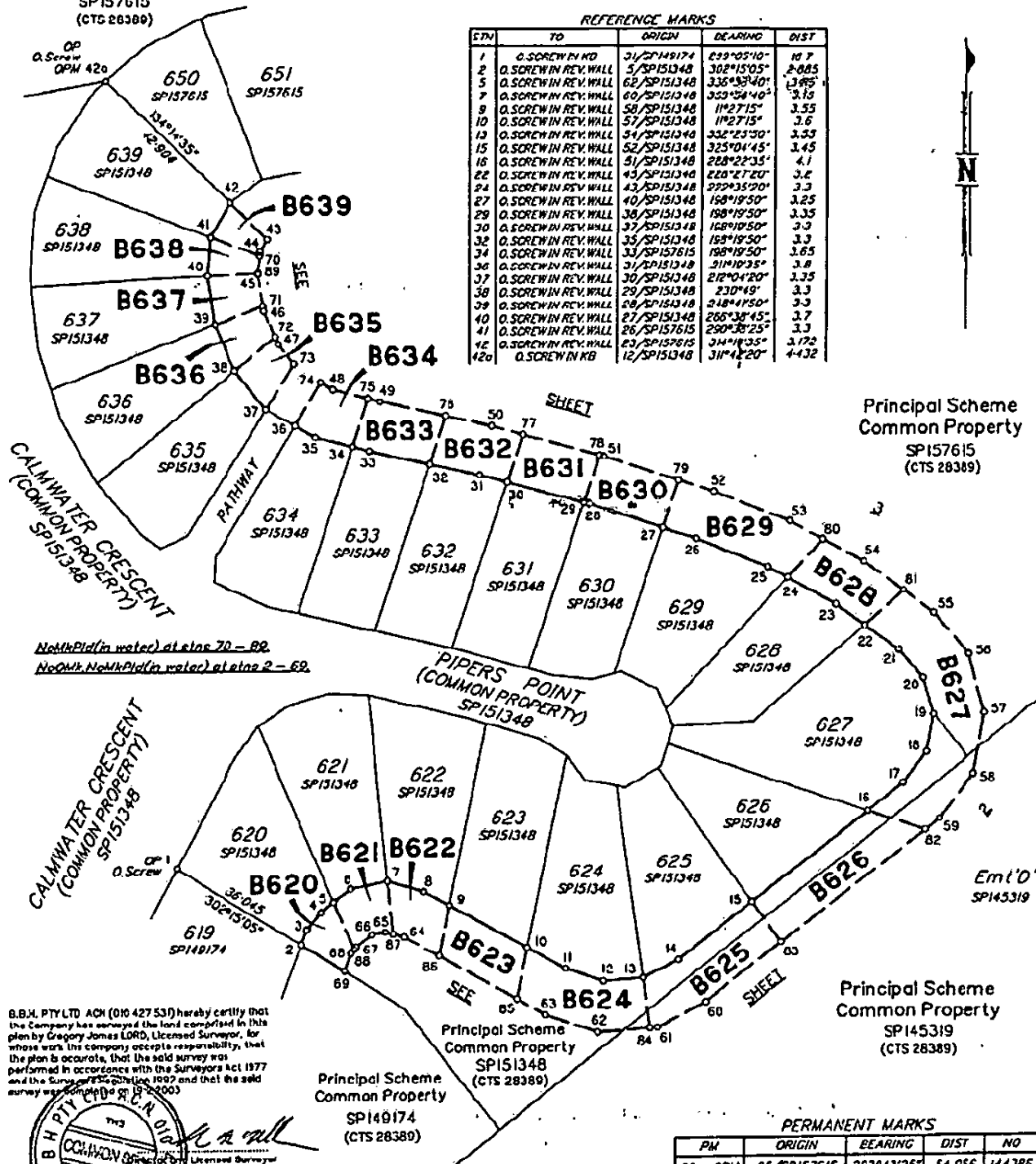
Surv'd	C/L	Fidbook	Amendments
Drawn	DJ	LtBook	
PARISH	COUNTY	WARD	
Authorised	Comp File		
E-1	20017EXC5		
SCALE	1:1000	PLAN No	71
JOB No	00 017.A422	DATE	26.2.2001
CLIENT	VANWELL PTY LTD		

"CALMWATER SHORES CTS 30203"



"CALMWATER SHORES CTS 30203"

SP 157615  
(CTG 28389)




B.B.M. PTY LTD. ACN (010 427 531) hereby certify that the Company has surveyed the land comprised in this plan by Gregory James LORD, Licensed Surveyor, for whose work the company accepts responsibility, that the plan is accurate, that the said survey was performed in accordance with the Surveyors Act 1977 and the Surveyors Regulation 1997 and that the said survey was completed on 19-12-2003

BBHPTY CTO A.C.N. 01677537  
COLLUSION 05-00  
OF  
★  
N. A. M.  
Licensed Surveyor  
Director  
Date: 6-2-91

PERMANENT MARKS				
PM	ORIGIN	BEARING	DIST	NO
290-QPM	25/SP157615	203°43'25"	54.956	144386

SCALE 1:1000



100 150

NOTES:  
1. Drawn to Scale on A3 sheet  
2. Meridian of SP149174  
3. Community Titles Scheme .. "CALM WATER SHORES" CTS 30203  
4. Title Reference...50326520  
5. Exclusive Use Area M5 on Plan E is the area granted as exclusive use from Oyster Cove Waterfront CTS 28383 to Calmwater Shores CTS 30203.



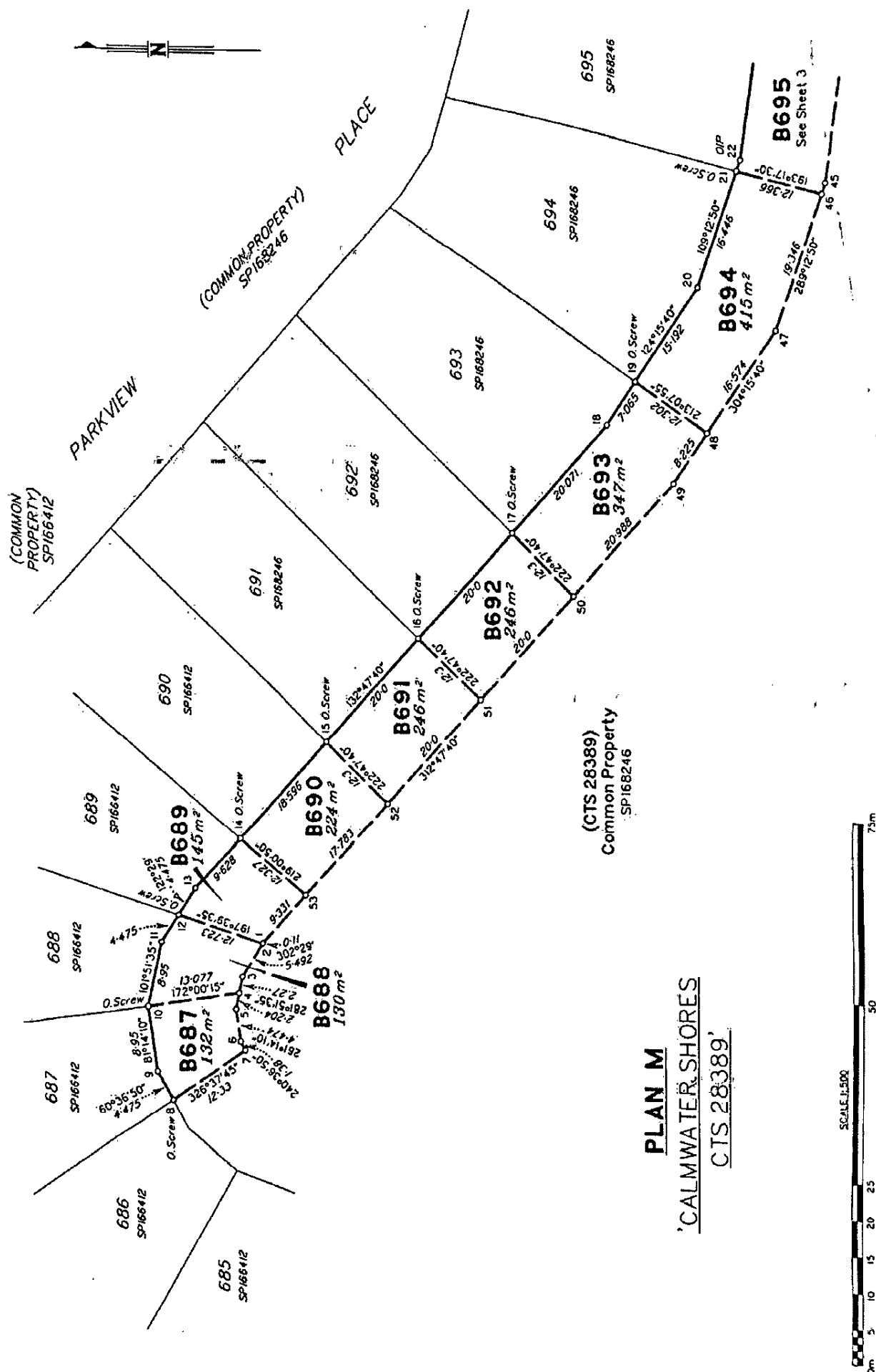
95 Uxton Street,  
Bundall  
Ph (07) 5574 0733  
Fax (07) 5574 0702

**Bennett & Bennett**  
Consulting Surveyors, Development Consultants  
& Town Planners

BBH Pty. Ltd. A.C.N. 010 427 531  
All mail to: PO Box 5021 G.C.M.C. Ctd 8726  
Email: [bernbern@berrnot.com.au](mailto:bernbern@berrnot.com.au)

**Plan of Exclusive Use Mooring Berths  
B620-B639 in part of the Common Property  
of 'OYSTER COVE WATERFRONT' CTS 28388**

S/rd	G/L	F/Bck	Amendments
Drawn	U/Bck		
Parish	County	WARD	
COOMERA			
Authorized	Comp File		
INT	20017EXC6		
GCALC		PLAN No	
1:1000			72
JOB No	DATE		
00.017.A422			25.2.2003
CLIENT	VANWELL PTY LTD		







**Bennett & Bennett**  
Consulting Survivors, Development Consultants  
A Town Planners

BBH Pty. Ltd. A.C.N. 010 437 531  
 All mail to : PO Box 5021 G.C.M.C. Qld 9726  
 mail@bbconnetlandbar.net.com.au

[illegible]

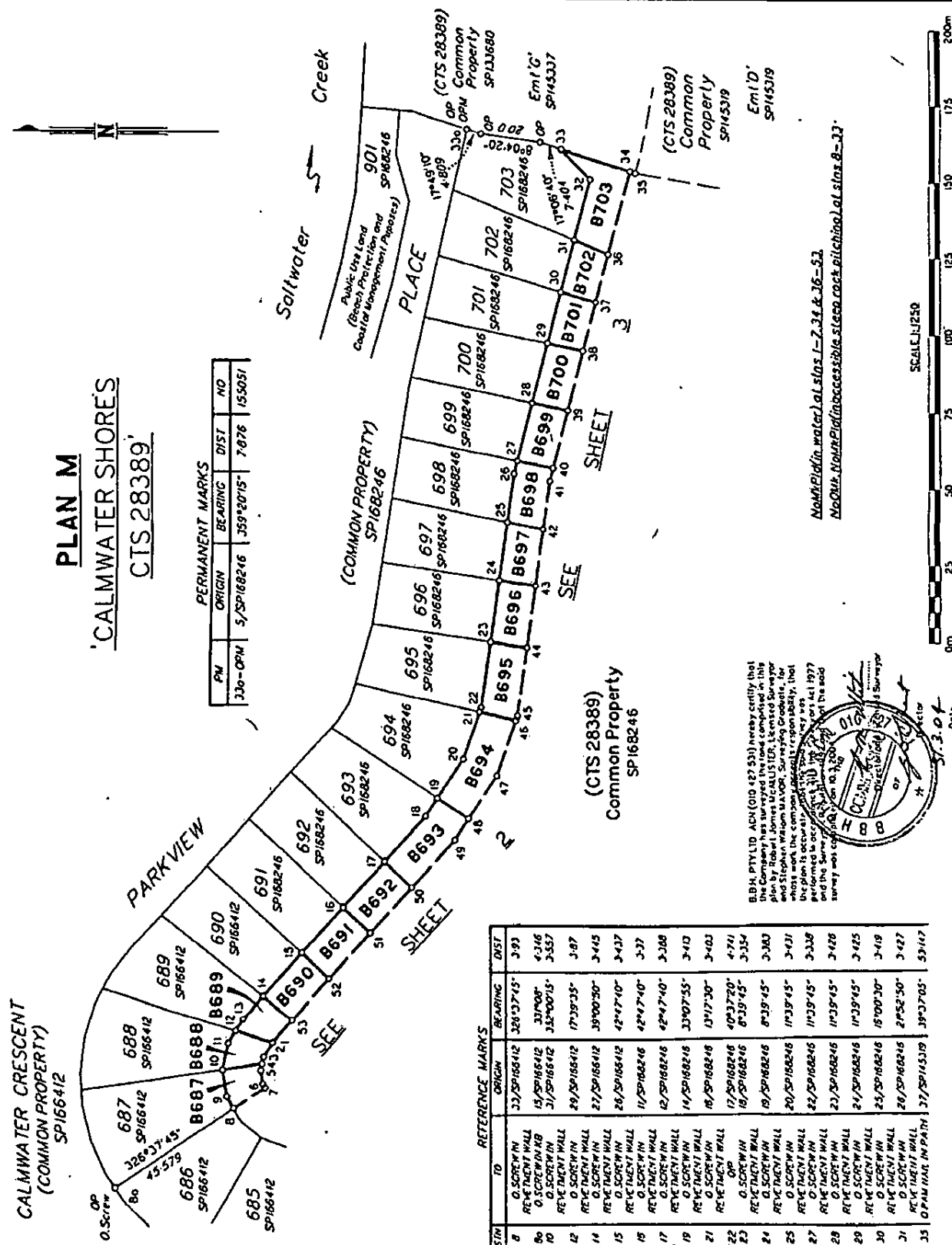
**VOTES:**

- Drawn to Scale on A3 sheet  
2. Meridian of SP168246  
3. Community Titles Scheme...  
4. OYSTER COVE WATERFRONT CTS  
7838389.  
5. Title Reference... 50326520  
6. Exclusive of 25 Area 47 on Plan 1  
The area granted as exclusive use  
from Oyster Cove Waterfront CTS  
7838389 to Coldwater Shores CTS  
7838389.

**Plan of Exclusive Use  
Mooring Berth Areas  
B887-B703**  
in part of the  
Common Property of  
**'OYSTER COVE WATERFRONT'**  
CIS 20399

ENT

Authorised	Job Ref	County	Parish	COOMERA
20017 A422	100 017 A422	WARD	DJ	
Comp File	20017			
Dwg File	20017XC12			
PLAN No.	85			
Rev				



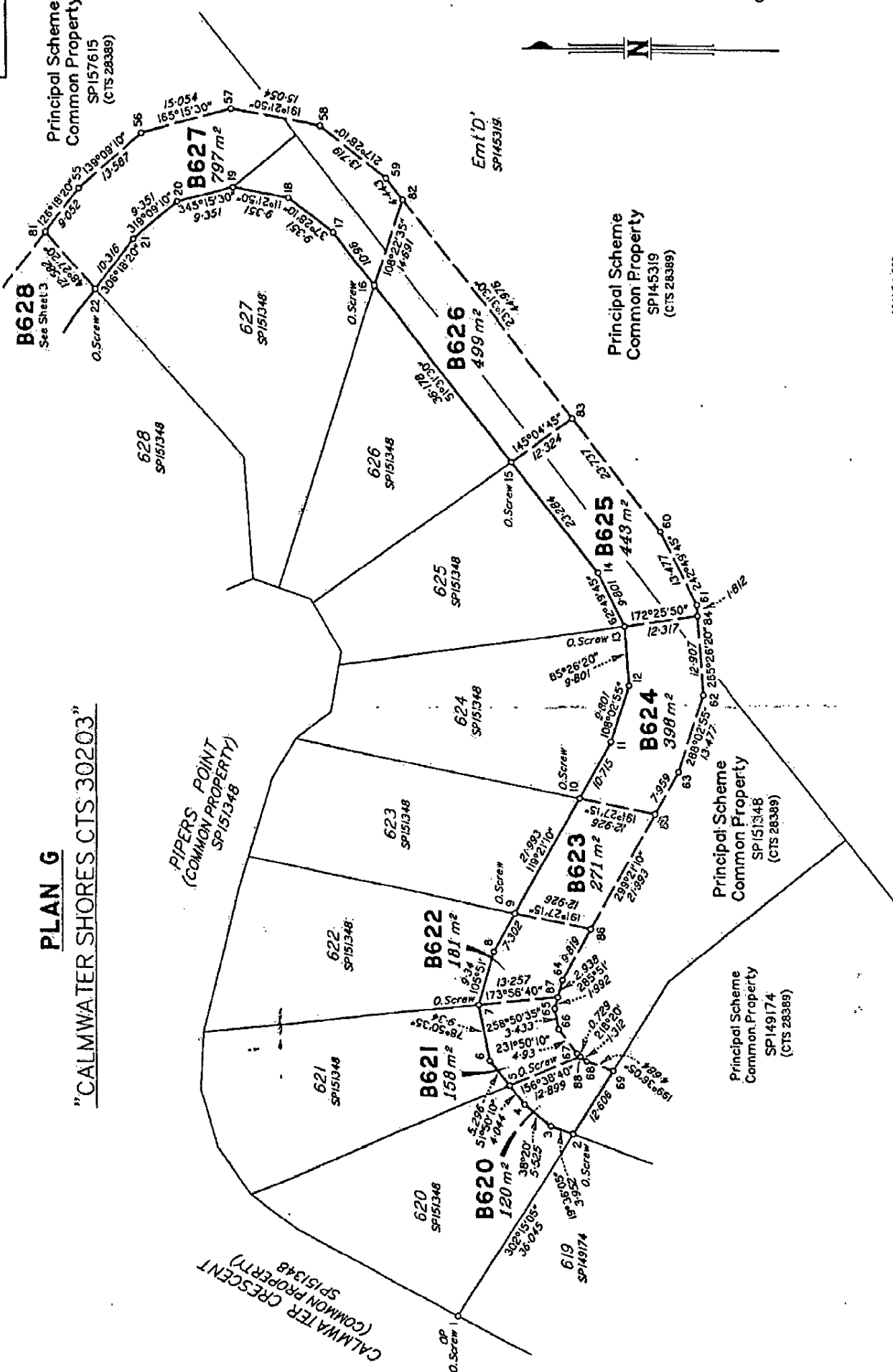
# PLAN G

"CALMWATER SHORES CTS 30203"

Title Reference 50389686

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SCALE 1:500



Principal Scheme  
Common Property  
SP157615  
(CTS 28389)

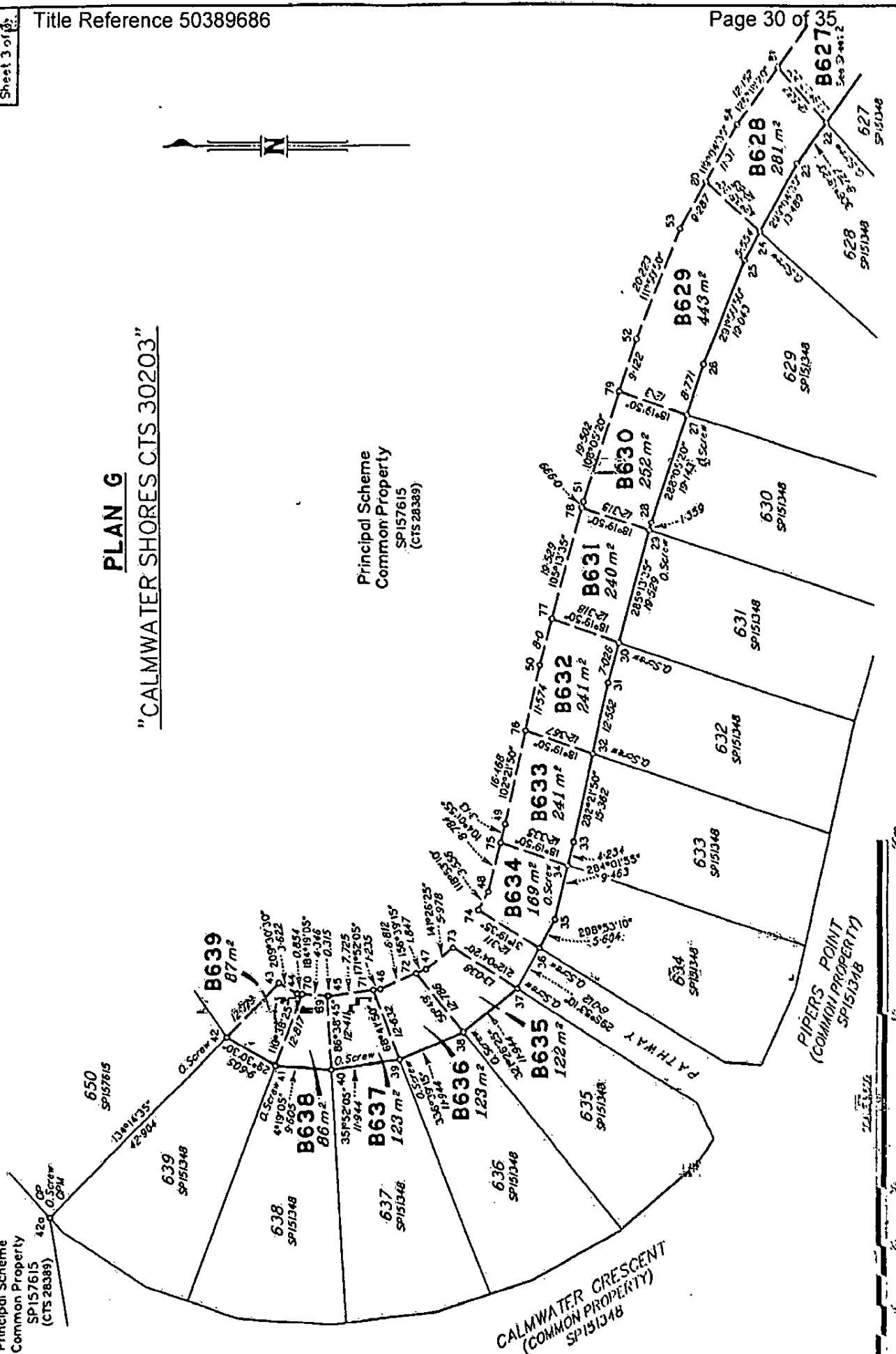
Sheet 3 of 3

Title Reference 50389686

Page 30 of 35

# **PLAN G** "CALMWATER SHORES CTS 30203"

Principal Scheme  
Common Property  
SP157615  
(CTS 28389)







**PLAN L**  
**'CALM WATER SHORES**  
**CTS 28389'**

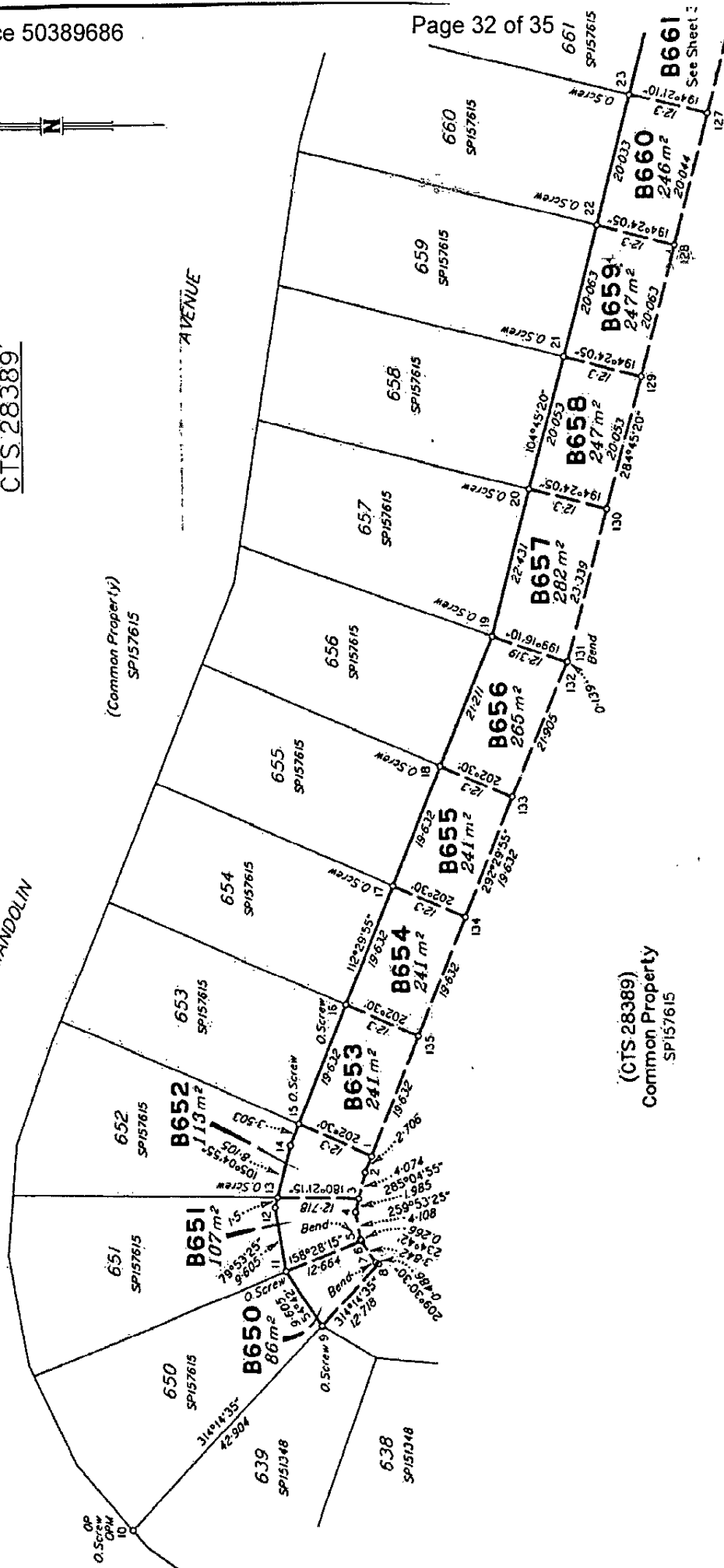


MANDOLIN

(Common Property)  
SP157615

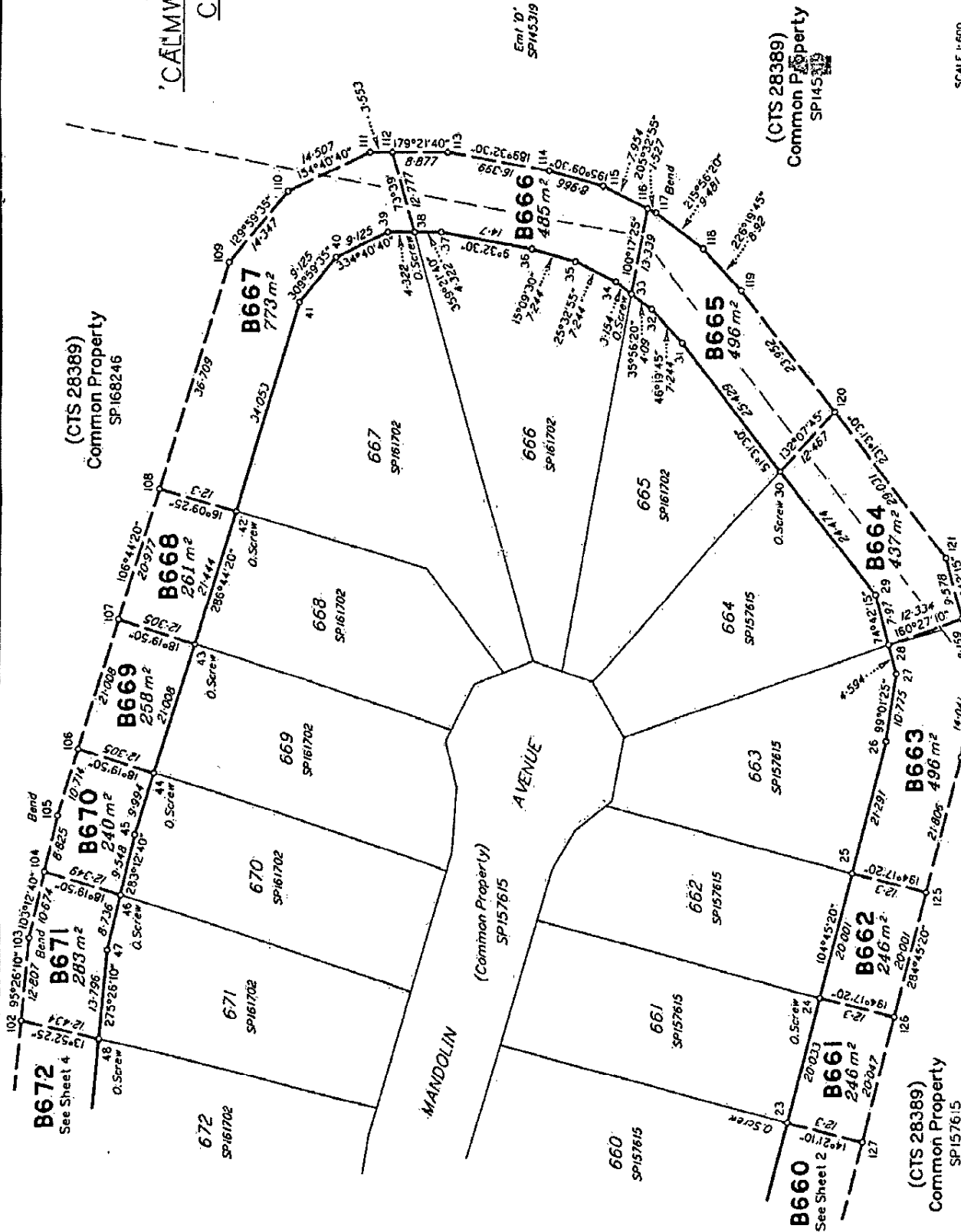
AVENUE

(CTS 28389)  
Common Property  
SPI57615

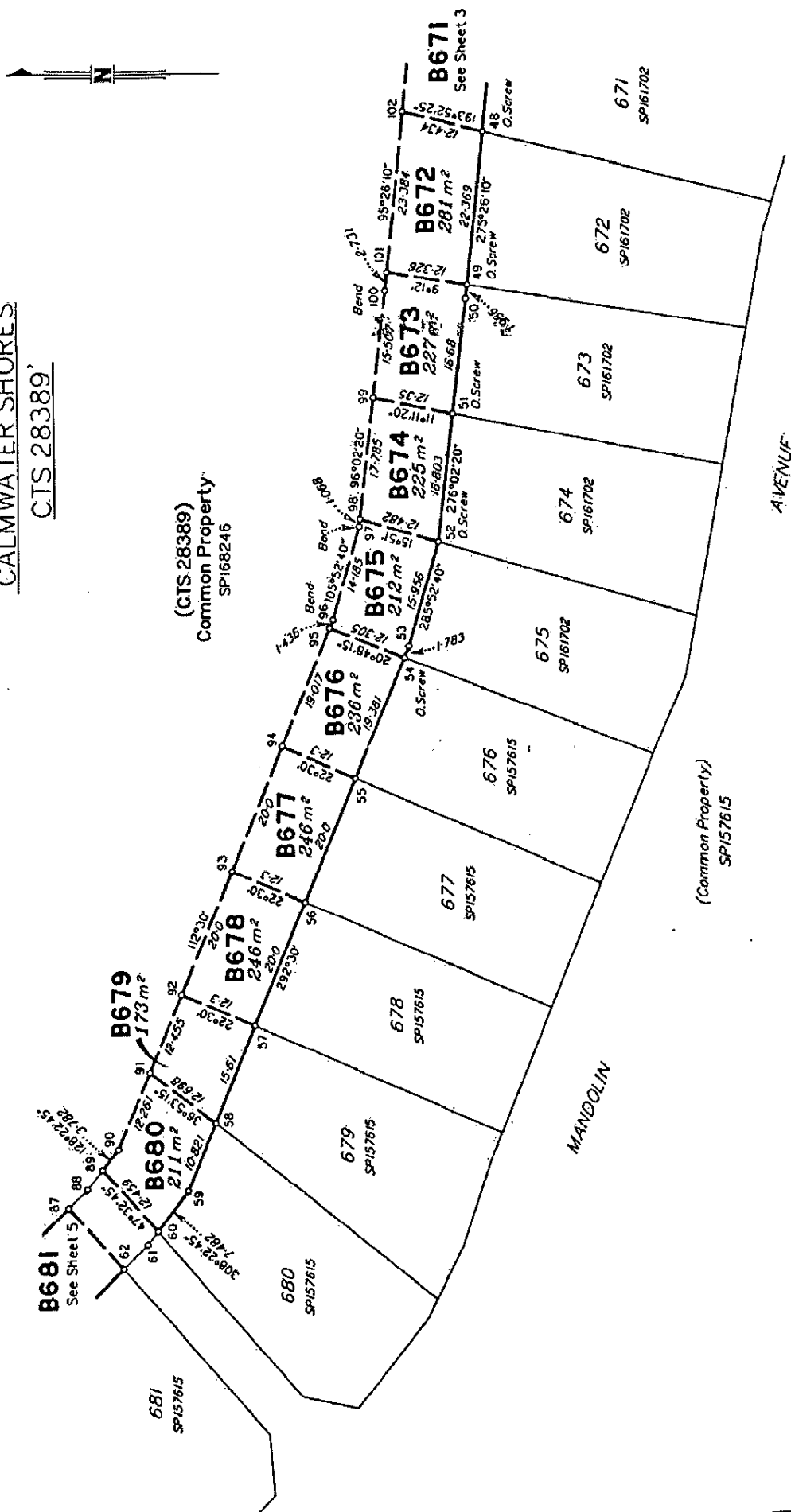


SCALE 1-600.

**PLAN L**  
**'CALM WATER SHORES'**  
**CTS 28389'**



**PLAN L**  
**'CALMWATER SHORES'**  
**CTS 28389'**



PLAN L  
'CALMWATER SHORES  
CTS 28389'

