QUEENSLAND TITLES REGISTRY

GENERAL REQUEST

Duty Imprint

FORM 14 Version 4 Page 1 of 1



721327870

\$197.00

460

Lodger Code

Nature of request

REQUEST TO RECORD FIRST COMMUNITY MANAGEMENT STATEMENT FOR SERENITY **SHORES**

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

MBA LAWYERS

1/47 WATTS DRIVE, VARSITY LAKES QLD GC38

info@mba-lawyers.com.au 07 5539 9688

Lot on Plan Description

Common Property of Serenity Shores, Oyster Cove Community Titles Scheme Common Property for Serenity Shores East

Title Reference

50476406

51091228

Registered Proprietor/State Lessee

BODY CORPORATE FOR SERENITY SHORES, OYSTER COVE COMMUNITY TITLES SCHEME 32102 BODY CORPORATE FOR SERENITY COVE EAST COMMUNITY TITLES SCHEME 49908

Interest

NOT APPLICABLE

Applicant

BODY CORPORATE FOR SERENITY SHORES, OYSTER COVE COMMUNITY TITLES SCHEME 32102 BODY CORPORATE FOR SERENITY COVE EAST COMMUNITY TITLES SCHEME 49908

Request

I hereby request that: the first CMS deposited herewith be recorded as the CMS for Serenity Shores and that c/- SSKB, 10 Frigo Court, Bundall QLD 4217 be recorded as address for service on the body corporate for the scheme.

Execution by applicant

08112121 **Execution Date**

Solicitor's Signature

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

THE BODT

54905

CORPORATE

This statement incorporates and must include the following:

Schedule A - Schedule of lot entitlements

Schedule B - Explanation of development of scheme land

Schedule C - By-laws

Schedule D - Any other details

Schedule E - Allocation of exclusive use areas

Office use only CMS LABEL NUMBER

1. Name of community titles scheme

Serenity Shores Community Title Scheme

2. Regulation module

Sandard Module

Name of body corporate

Body Corporate for Serenity Shores Community Title Scheme

Scheme land

Lot on Plan Description Title Reference Common property of Serenity Shores 50476406 & 51091228 Lots 238 to 258 on SP 159254 50476407 to 50476427 Lots 259 to 262 on SP 164199 50485964 to 50485967 Lots 263 to 274 on SP 159254 50476428 to 50476439 Lot 275 on SP 211889 Lots 277 to 291 on SP 159254 50476442 to 50476456 Lot 301 to 314 on SP287588 51091229 to 51091242 Lot 315 to 334 on SP287589 51091259 to 51091278 Lot 335 to 348 on SP287588 51091243 to 51091256

*Name and address of original owner

Body Corporate for Serenity Shores East CTS 49908 c/-402/130 Bundall Road, Bundall, QLD 4217 and

Body Corporate for Serenity Shores, Oyster Cove CTS 32102 of Oyster Cove, Hope Island, Qld 4212

6. Reference to plan lodged with this statement

Not applicable

7. New CMS exemption to planning body community management statement notation (if applicable*) Not applicable

*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.

Execution by original owner/Consent of body corporate

15/11/2021 **Execution Date**

Chairperson for

Body Corporate for Serenity Shores East CTS 49908

*Original owner to execute for a first community management statement

(Body Corporate Seal)



Committee Member/Secretary for

CHEIS LUCKETT

RICHARD BYNE

Body Corporate for Serenity Shores East CTS 49908

*Original owner to execute for a first community management statement

KIM DAVIS

1311 121 **Execution Date**

Chairperson for

Body Corporate for Serenity Shores, Oyster Cove, CTS 32102

*Original owner to execute for a <u>first</u> community management statement

ALISON DAVIES

(Body Corporate Seal)



13/11/21 **Execution Date**

Committee Member/Secretary for Body Corporate for Serenity Shores, Oyster Cove, CTS 32102

*Original owner to execute for a first community management statement

Collection of information from this form is authorised by legislation and is used to maintain publicly searchable records. For more information see the Department's website.

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 238 on SP 159254	50	57
Lot 239 on SP 159254	49	50
Lot 240 on SP 159254	50	53
Lot 241 on SP 159254	50	54
Lot 242 on SP 159254	50	54
Lot 243 on SP 159254	51	79
Lot 244 on SP 159254	50	56
Lot 245 on SP 159254	49	50
Lot 246 on SP 159254	49	49
Lot 247 on SP 159254	49	49
Lot 248 on SP 159254	49	49
Lot 249 on SP 159254	49	49
Lot 250 on SP 159254	49	50
Lot 251 on SP 159254	49	50
Lot 252 on SP 159254	50	52
Lot 253 on SP 159254	50	50
Lot 254 on SP 159254	49	50
Lot 255 on SP 159254	49	49
Lot 256 on SP 159254	49	49
Lot 257 on SP 159254	49	49
Lot 258 on SP 159254	49	49
Lot 259 on SP 164199	49	50
Lot 260 on SP 164199	50	53
Lot 261 on SP 164199	50	41
Lot 262 on SP 164199	49	40
Lot 263 on SP 159254	49	40
Lot 264 on SP 159254	49	40
Lot 265 on SP 159254	49	40
Lot 266 on SP 159254	49	40
Lot 267 on SP 159254	49	40
Lot 268 on SP 159254	49	40
Lot 269 on SP 159254	49	40
	49	40
Lot 270 on SP 159254	49	40
Lot 271 on SP 159254 Lot 272 on SP 159254	49	40
Lot 273 on SP 159254	49	40
Lot 274 on SP 159254	49	40
Lot 275 on SP 211889	51	80
Lot 277 on SP 159254	49	40
-	49	40
Lot 278 on SP 159254 Lot 279 on SP 159254	49	40
	50	60
Lot 280 on SP 159254	49	31
Lot 281 on SP 159254	49	32
Lot 282 on SP 159254	49	31
Lot 283 on SP 159254	49	31
Lot 284 on SP 159254	49	31
Lot 285 on SP 159254	49	30
Lot 286 on SP 159254	49	30
Lot 287 on SP 159254		30
Lot 288 on SP 159254	49	
Lot 289 on SP 159254	49	30
Lot 290 on SP 159254	49	31

Lot 291 on SP 159254	49	30
Lot 301 on SP287588	50	45
Lot 302 on SP287588	49	40
Lot 303 on SP287588	49	38
Lot 304 on SP287588	49	37
Lot 305 on SP287588	49	40
Lot 306 on SP287588	50	43
Lot 307 on SP287588	50	46
Lot 308 on SP287588	49	38
Lot 309 on SP287588	49	36
Lot 310 on SP287588	49	38
Lot 311 on SP287588	49	38
Lot 312 on SP287588	49	38
Lot 313 on SP287588	50	43
Lot 314 on SP287588	49	39
Lot 315 on SP287588		
Lot 315 on SP287588	49	40
Lot 316 on SP287588	50	41
Lot 317 on SP287588		
Lot 319 on SP287588	49	39
Lot 320 on SP287588	49	36
Lot 320 on SP287388	49	37
Lot 321 on SP287588	50 51	52
Lot 323 on SP287588	 	81
	49	53
Lot 324 on SP287588	49	53
Lot 325 on SP287588	49	53
Lot 326 on SP287588	49	51
Lot 327 on SP287588	49	52
Lot 328 on SP287588	49	52
Lot 329 on SP287588	49	53
Lot 330 on SP287588	49	50
Lot 331 on SP287588	49	49
Lot 332 on SP287588	49	50
Lot 333 on SP287588	49	49
Lot 334 on SP287588	49	49
Lot 335 on SP287588	50	51
Lot 336 on SP287588	49	51
Lot 337 on SP287588	49	51
Lot 338 on SP287588	49	49
Lot 339 on SP287588	49	52
Lot 340 on SP287588	50 51	57 70
Lot 341 on SP287588	50	52
Lot 342 on SP287588	49	52
Lot 343 on SP287588		52
Lot 344 on SP287588	49	
Lot 345 on SP287588	49	49
Lot 346 on SP287588	49	48
Lot 347 on SP287588	49	48
Lot 348 on SP287588	49	48
TOTALS	4976	4629

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

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').

SCHEDULE C BY-LAWS

The by-laws are the following:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

'Act' means the Body Corporate and Community Management Act 1997.

'Architectural and Landscape Code' means the terms of Part B of the Schedule D.

'Body Corporate' means the body corporate for the Scheme.

'Building' means any fixed structure that is wholly or partly enclosed by walls and is roofed and includes any part of such a structure.

'Committee' means the committee of the Body Corporate.

'Committee's representative' means a member of the Committee appointed by it from time to time to represent it.

'Common Property' has its meaning under the Act.

'Dwelling' means a residential dwelling constructed on a Lot.

'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.

'Occupier' means the legal occupant from time to time of a Lot.

'Owner' means an owner of a Lot.

'Original Owner' means the original Owner and its successors and assigns.

'Person' means a person bound by these by-laws.

'Principal Scheme' means Oyster Cove Waterfront Community Titles Scheme 28389.

'Scheme' means Serenity Shores Community Titles Scheme.

'Scheme Land' means the land comprised in the Scheme.

'Vehicle' has its meaning under the *Traffic Act*.

1.2 Interpretation

In these by-laws, except to 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;
- (c) 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-laws 2.2 to 2.4 a Lot can be used for residential purposes only.

2.2 Original Owner exemption

While Original Owner is the owner of any Lot it may:

- (a) use any such Lot for display purposes;
- (b) allow prospective purchasers of any Lot to inspect such display Lot; and
- (c) may use such signs, advertising or display material in or about the display Lot and Common Property as it thinks fit.
- 2.3 Any signs erected pursuant to by-law 2.2 must be attractive and tasteful having regard to the general aesthetics and amenity of the Scheme Land and must not at any time be more, in number and size, than is reasonably necessary.

2.4 Management Lot

A Lot from time to time selected by the Original Owner (while it is owner of a Lot) may be used for administration, management and related purposes by the Body Corporate and/or any person appointed for such purposes by the Body Corporate.

2.5 Leasing

An Owner may let a Lot but only:

- (a) by means of a written lease or tenancy agreement; and
- (b) if that lease or agreement obliges the lessee or tenant to comply with these by-laws.

2.6 Noise

No Person may in a Lot:

- (a) carry on noxious or offensive activity; or
- (b) make or allow noise in a Lot that will interfere with the enjoyment of a Lot or the Common Property by others.

2.7 Appearance

A Person may not hang washing or any other thing or display a sign or notice on part of a Lot so it is visible from outside the Lot.

2.8 Auctions

Subject to by-law 2.2, 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

- (a) 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:
 - (i) does not interfere with the enjoyment of a Lot or the Common Property by others;
 - (ii) minimises the adverse impact of such pets (particularly cats) on fauna in the Lot and in Common Property.
- (b) A Person must not have more than two animals (other than fish) in a Lot.
- (c) By-laws 2.9(a) and 2.9(b) apply subject to any law.
- (d) Dogs are not allowed on Common Property except if on a leash or carried.

- (e) Any excrement deposited by a pet on the Common Property must be removed promptly by the pet owner.
- (f) 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.
- (g) 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.

3. STRUCTURES, GARDENS, ETC.

- 3.1 A Person may not without the prior written consent of the Body Corporate alter gas, water, drainage, septic, sewerage or electrical connections and services on or to a Lot.
- 3.2 A Person must not:
 - (a) alter;
 - (b) paint or otherwise mark;
 - (c) drive nails or anything else into; or
 - (d) 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.

- 3.3 A Person must not:
 - (a) damage a lawn or garden;
 - (b) damage or remove any plant or part of a plant; or
 - (c) interfere with the operation of irrigation,

on Common Property.

- 3.4 Each Person must:
 - (a) take all reasonable steps to preserve the natural fauna within the Common Property; and
 - (b) implement sufficient controls over domestic pets to minimise the adverse impact of such pets (particularly cats) on natural fauna.

4. LANDSCAPE PRESERVATION

4.1 Register

The Body Corporate may, at its option, maintain a register of and describing trees, landscaping and any associated plants within the Scheme Land.

4.2 Prohibition against destruction

A person must not:

- (a) wilfully injure, ring-bark, cut down, top, lop, remove or destroy any trees, plants or other growing thing or landscaping (collectively 'Landscape') on the Scheme Land (whether or not identified in the register).
- (b) Otherwise partially or totally remove any of the Landscape (whether or not entered in the register) except with the prior written approval of the Body Corporate.

4.3 Damage to landscaping on Common Property

A Person must not:

- (a) damage any of the Landscape situated upon the Common Property; or
- (b) 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/APPEARANCE

5.1 Maintenance

Every Owner must:

- (a) 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;
- (b) maintain in good condition and repair all yard landscaping, irrigation facilities, drainage facilities, spas, fountains, and other surrounds within the Lot;
- (c) make any necessary arrangements for supply of sufficient water for the maintenance and irrigation of all yard landscaping and pay for such water; and
- (d) take all practicable steps to prevent infestation of the Lot by vermin or insects.

6. VEHICLES

6.1 Parking and repair

- (a) A Person must not park or keep any Vehicle on a Lot except wholly within the parking area designated for it and except that a recreational Vehicle (which includes, but without limitation, a camper unit, campervan, car motor home 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.
- (b) 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.
- (c) A Person must not conduct repairs or restorations to any motor Vehicle, boat trailer, aircraft or other Vehicle on a Lot except:
 - (i) wholly within the garage on the Lot; and
 - (ii) 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.

- (d) 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.
- (e) A Person must not park or keep any Vehicle on the Common Property other than within the areas clearly designated as parking areas and must not obstruct any Common Property.
- (f) An Owner or occupier of a lot must not permit any occupation of a caravan, campervan or mobile home upon the Lot.

7. INSURANCE AND RELATED MATTERS

- 7.1 A Person must not bring to, do or keep anything on a Lot which:
 - (a) will increase the rate of premium for fire insurance on a Dwelling or the Common Property;

- (b) may conflict with the laws or regulations relating to fire or any insurance policy on a Dwelling or the Common Property; or
- (c) 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:
 - (a) is responsible for control of the security system; and
 - (b) 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:
 - (a) the issue of security access cards upon conditions, including payment of a deposit;
 - (b) the right to refuse admission to any person unless prior notice of the identity of the person is given;
 - (c) 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;
 - (d) the right to enter upon any part of the Scheme Land for the purpose of maintaining its security;
 - (e) 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;
 - (f) that parts of the Common Property are secured against entry by unauthorised persons; and
 - (g) that security patrols, locks and other security devices or procedures are used to implement or operate it.
- 8.4 The Body Corporate may:
 - (a) 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;
 - (b) 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
 - (c) 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:
 - (a) the security system is not operating; or
 - (b) the security system fails to operate as intended.

9. GARBAGE COLLECTION

- 9.1 Each Owner must:
 - (a) except if the Body Corporate provides some other means of disposal of garbage, maintain on the Lot in a clean dry condition and adequately covered a receptacle for garbage;

- (b) at all times protect garbage deposited in the receptacle against the attraction of flies by wrapping the garbage in paper or other suitable material;
- (c) thoroughly cleanse and deodorise the receptacle regularly;
- (d) at all times keep the proper lid (of correct fit) on the receptacle;
- (e) not place or cause to be placed in the receptacle any refuse, or other thing which is aflame, smouldering, sludge, alive or not garbage;
- (f) ensure the receptacle is not overloaded to more than the maximum weight for the receptacle;
- (g) ensure the receptacle is placed at the nominated collection point on collection days;
- (h) comply with all local government by-laws and ordinances relating to the disposal of garbage.
- 9.2 For the purpose of by-law 9.1 '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. CONTRACTORS

- 11.1 A Person must not directly instruct any contractors or workmen employed by the Body Corporate unless specifically authorised to do so.
- 11.2 All requests for the Body Corporate to consider giving directions on a particular matter to a contractor or workman must be directed to the Body Corporate's representative, who will in turn refer the request to the Body Corporate for determination.

12. NOTIFICATION OF INFECTIOUS DISEASES

- 12.1 A Person must, if any infectious disease, which may require notification by virtue of any statute, regulation or ordinance, affects any person in any Lot give, or cause to be given, notice of that fact and any other information which may be required relative to the disease to the Body Corporate.
- 12.2 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.

13. RULES RELATING TO THE COMMON PROPERTY

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

14. 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.

15. INVITEES

- 15.1 Each Person must:
 - (a) ensure his invitees comply with these by-laws; and
 - (b) if an invitee fails to comply, forthwith cause that invitee to leave the property.
- 15.2 A Person who lets his Lot must take all reasonable steps (including any action available to him under relevant lease or agreement) to ensure that the lessee and lessee's invitees comply.

16. BY-LAWS TO BE EXHIBITED

A copy of these by-laws (including rules made under them or a précis of them approved by the Committee) must be exhibited in a prominent place in any Lot made available for letting.

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 barbecues in Lots.

18. OBSTRUCTION

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

19. MAINTENANCE AND UPGRADING OF SERVICES

- 19.1 The Body Corporate may from time to time arrange for the maintenance and upgrading of telecommunications services provided to a Lot or a series of Lots.
- 19.2 The Owner of any Lot that receives the benefit of the services must pay on demand by the Body Corporate his proportion of the cost of providing those services and maintenance and upgrade of those services from time to time.
- 19.3 If a relevant Owner does not do so, the Committee may authorise the disconnection of any or all of the services provided to the Lot.

20. BREACHES AND PENALTIES

- 20.1 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 within seven days after notice from the Committee requiring the Person to do so.
- 20.2 A Person in breach of the Architectural and Landscape Code (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 within 7 days after notice from the Committee requiring the Person to do so.
- 20.3 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.

20.4 COSTS AND EXPENSES

- (a) 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:
 - recovering levies or moneys payable to the Body Corporate pursuant to the Act or these bylaws duly levied upon the Owner by the Body Corporate or otherwise pursuant to these bylaws;
 - (ii) 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;
 - (iii) 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.
- (b) The amount of any such costs shall be deemed to be a liquidated debt due by the Owner to the Body Corporate.
- (c) If the Owner fails to pay such costs upon demand, the Body Corporate:

- (i) may take action for the recovery of those costs in a court of competent jurisdiction, and/or
- (ii) may enter such costs and expenses against the levy account of the Owner.
- (d) 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;
- (e) 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.
- 20.5 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 of competent jurisdiction from the Owner of the Lot at the time when the breach occurred.

21. GST

- 21.1 For the purposes of this by-law:
 - (a) 'GST' means a goods and services tax, consumption tax, value added tax, retail turnover tax or a tax of a similar nature;
 - (b) '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.
- 21.2 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.

22. EXCLUSIVE USE AREAS - SEABED AREA

- 22.1 If the Body Corporate is granted exclusive use rights and/or other special rights over parts of the Common Property of the Principal Scheme or other assets of the Principal Scheme including any seabed lease area those exclusive use rights and/or special 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').
- 22.2 The Original Owner may also allocate the exclusive use of a part of the Common Property ('Area') to a Lot nominated in writing by the Original Owner to the Body Corporate.
- 22.3 The Owners and occupiers of the Lots identified in **Error! Reference source not found**. have the exclusive use of the Areas allocated in that Schedule ('Areas') for the purposes allocated in that Schedule. On and from issue of the term lease for a marine facility to be issued by the State to the Body Corporate over the seabed lease area in Saltwater Creek adjacent to the Scheme Land consequent upon the Body Corporate's acceptance of the offer of 23 June 2004 from the Department of Natural Resources and Mines for that lease, the Owners and occupiers of Lots identified in **Error! Reference source not found**. have the exclusive use of the marina berth areas allocated and identified in that Schedule for the purposes identified in that Schedule.
- 22.4 The Owners of such Lots:
 - (a) are entitled to only use the Area for the purposes as nominated in **Error! Reference source not found.**;
 - (b) must at their own expense keep the Area and any improvements on the Area clean and tidy;
 - (c) subject to by-law 26.4 are responsible for the maintenance and operating costs of the Area over which the Owner has exclusive use or special rights, and must keep that part of the Area in good repair;

- (d) where the exclusive use Area or Area of special rights is a marina berth area and/or seabed lease area, must only use the marina berth area for the purposes of the construction and use of a private mooring approved in accordance with all relevant laws and for the mooring of a single vessel in accordance with any seabed lease which may apply 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.
- 22.5 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.
- 22.6 The Owner of any Lot given exclusive use of any part of the Body Corporate asset comprised by the area the subject of a seabed lease area ('Seabed Lease Area'):
 - (a) will be jointly and severally liable to reimburse the Body Corporate and keep it indemnified against all moneys by way of rent, taxes, rates, charges, permit fees or any similar moneys due and payable or other outgoings under the terms of the seabed lease or permit to occupy (as the case requires); and
 - (b) subject to paragraph (c), jointly indemnify and keep indemnified the Body Corporate against the due performance and observance of all terms of the Crown Lease or permit to occupy relating to the Seabed Lease Area as though it were named as lessee or permittee in the place of the Body Corporate; and
 - (c) each maintain and keep the portion of the Seabed Lease Area over which they have exclusive use in good repair (fair wear and tear and damage caused by natural forces or events or caused by third parties other than Lot Owners, guests or invitees excepted) and repair any damage to any other portion of the Seabed Lease Area caused by acts or omissions of the Lot Owner, its invitees or guests; and
 - (d) subject to paragraph (c) of this clause, be jointly and severally liable to keep any structures in the Seabed Lease Area in good repair and condition.

23. EXCLUSIVE USE AREAS – BUFFER STRIP/ENVIRONMENTAL AREA

- 23.1 If the Body Corporate is granted exclusive use rights and/or other special rights over parts of the Common Property of the Principal Scheme or other assets of the Principal Scheme including any buffer strip/environmental area, those exclusive use rights and/or special 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').
- 23.2 The Original Owner may also allocate the exclusive use of a part of the Common Property ('Area') to a Lot nominated in writing by the Original Owner to the Body Corporate.
- 23.3 The Owners and occupiers of the Lots identified in Schedule E have the exclusive use of the Areas allocated in that Schedule ('Areas') for the purposes allocated in that Schedule.
- 23.4 The Owners of such Lots:
 - (a) are entitled to only use the Area for the purposes as nominated in Schedule E;
 - (b) must at their own expense keep the Area clean and tidy;
 - (c) subject to by-law 26.4 are responsible for the maintenance and operating costs of the Area over which the Owner has exclusive use or special rights, and must keep that part of the Area in good repair; and
 - (d) if the Area is shared by two (2) Lots, the Owners will be jointly entitled to use the Area under by-law Schedule A23.4(a) and will contribute equally to the costs mentioned in by-law Schedule A23.4(b) and Schedule A23.4(c).

23.5 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.

24. EXCLUSIVE USE AREAS – MOORING BERTH AREAS

- 24.1 If the Body Corporate is granted exclusive use rights and/or other special rights over parts of the Common Property of the Principal Scheme or other assets of the Principal Scheme including any mooring berth areas, those exclusive use rights and/or special 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').
- 24.2 The Original Owner may also allocate the exclusive use of a part of the Common Property ('Area') to a Lot nominated in writing by the Original Owner to the Body Corporate.
- 24.3 The Owners and occupiers of the Lots identified in Schedule E have the exclusive use of the Areas allocated in that Schedule ('Areas') for the purposes allocated in that Schedule.
- 24.4 The Owners of such Lots:
 - (a) are entitled to only use the Area for the purposes as nominated in Schedule E;
 - (b) must at their own expense keep the Area and any improvements on the Area clean and tidy;
 - (c) subject to by-law 26.4 are responsible for the maintenance and operating costs of the Area over which the Owner has exclusive use or special rights, and must keep that part of the Area in good repair;
 - (d) where the exclusive use Area is a marina berth area/pontoon, must only use the marina berth area for the purposes of the construction and use of a private mooring approved in accordance with all relevant laws and for the mooring of a single vessel and not to use the mooring berth areas so as to create a nuisance or disturbance to other Owners or Occupiers of Lots in the Scheme or the Principal Scheme;
 - (e) are only entitle to use the Area as shown on the plans in Schedule E and must ensure the mooring of their vessel remains in the allocated Area. The Owner acknowledges they must comply with the approval process for installation of a pontoon or marina berth structure, contained in the Principal Scheme's community management statement, and must not construct a pontoon or marina structure before approval has been granted;
 - (f) acknowledge that the adjoining lake and waterways are subject to restrictions to allow vessels to pass in and out of the marina lock. The Owner will not obstruct the waterways, and will ensure the pontoon in constructed solely within the Area allocated to their Lot so not to obstruct the passage of vessels and mooring of vessels in the adjoining waterway;
 - (g) acknowledge that they will have to individually apply to the Principal Scheme in order to receive permission to access through the marina lock, and comply with any such Principal Scheme by-laws and conditions in relation to the use of the marina lock, including any associated fees, levies or charges for use and maintenance of the marina lock.
- 24.5 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.

25. PRINCIPAL SCHEME BY-LAWS

- 25.1 An Owner or occupier must at all times observe and comply with the Principal Scheme laws:
- 25.2 Pursuant to the Principal Scheme by-laws:
 - (a) a Person must not alter, deface or damage any revetment wall forming part of a Lot 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;

- (b) a Person must promptly notify the Principal Scheme Body Corporate of any damage to or defect in such a revetment wall on a Lot or Common Property;
- (c) a Person must pay for any damage to such 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.

25.3 Subject to by-law 25.2(c), the Body Corporate:

- (a) 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;
- (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;
- (c) 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 wall is maintained in a structurally sound condition in accordance with this by-law Schedule A25.

26. BUFFER STRIP

- An Owner or occupier must not alter, deface or damage any stabilisation works or vegetation on any part of the Common Property or Principal Scheme common property, on any land or lease area forming part of a Body Corporate asset or on any land immediately adjoining the Common Property including but not limited to any common property or Principal Scheme common property bounding any watercourse including Saltwater Creek whether above or below the high water mark ('Buffer Strip').
- 26.2 An Owner or occupier must notify the Body Corporate of any damage to or defect in such Buffer Strip.
- 26.3 An Owner or occupier must pay for any damage caused to any part of the Buffer Strip or to any other Lots or Common Property by improper alteration, defacing or damage to those areas by an Owner, occupier or an invitee of an Owner or occupier.
- 26.4 Subject to by-law 26.3, the Principal Scheme Body Corporate will be responsible for ensuring that any stabilisation works in the Buffer Strip are properly maintained in a good and sound condition in accordance with any approved management plan and the standard lawfully required by the relevant authority from time to time.

27. SEVERABILITY

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

- (a) any part of these by-laws is void, voidable, unenforceable or ultra vires; or
- (b) 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 affecting the continued operation of the remainder.

28. WATER SERVICES

- 28.1 The Body Corporate and Principal Scheme has the discretion to charge the supply of water to a Lot (including administrative fees for calculating and recovering the water charges, provision for bad debts, interest for late payment and legal costs) either:
 - (a) based on the Lot Entitlements of that particular Lot; or
 - (b) based on a reading of the Lot's individual water meter.
- 28.2 The water charges calculated in accordance with By-Law 26.1 (the "Water Charges") can be issued by the Body Corporate or Principal Scheme either in the form of:

- (a) An additional levy payable at the same time and in the same manner as the sinking fund and administrative fund levies for the Lot; or
- (b) A separate tax invoice payable within fourteen (14) days of issue.
- 28.3 In the event that the Water Charges are not paid by their due date the Body Corporate shall be entitled to recover the amount of the unpaid account or accounts (whether or not a formal demand has been made) as a liquidated debt and to recover any interest or charges imposed by the relevant Authority.
- 28.4 The Body Corporate shall have the power to enter into a contract with a third party for the purposes of reading and calculating Water Charges.
- 28.5 The Body Corporate will not, under any circumstances whatsoever, be responsible or liable for any loss, cost or damage that occurs to any Lot due to failure of supply of water by the relevant Authority for any reason.
- 28.6 The Body Corporate is not responsible for the accuracy or correct operation of any water meter for a Lot, other than its obligations under the *Body Corporate and Community Management Act 1997* (Qld). Lot Owners and Occupiers shall ensure that no person interferes with any meter or equipment used for the supply or measure of supply of water to a Lot.
- 28.7 The price to be charged by the Body Corporate to each Owner or Occupier for the supply of water to a Lot shall be at the same rate as would be imposed from time to time by the relevant Authority if such Authority were supplying water direct to the Lot plus *any* costs to cover additional costs as referred to in by-law 26.1

29. STRUCTURAL ALTERATIONS TO THE INTERIOR OF LOTS

29.1 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.

30. ALTERATIONS TO THE EXTERIOR OF LOTS

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

31. COMPLY WITH ARCHITECTURAL AND LANDSCAPE CODE

- 31.1 Owners and Occupiers of Lots shall comply with the terms of the Architectural and Landscape code.
- 31.2 In addition to any rights an Owner or the Body Corporate may have, a breach of the Architectural and Landscape Code shall be deemed to be a breach of the by-laws as if the relevant term was set out in these by-laws.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

PART A PROGRESSIVE DEVELOPMENT

 To facilitate the progressive development of the Scheme Land, as described in Error! Reference source not found., and any adjoining land of the Oyster Cove Waterfront Community Titles Scheme 28389, the owner of the development lot (or lots) may, from time to time, at any 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 owner of the development lot (or lots) 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 services available to the public,

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

- 2. The owner of the development lot (or lots) 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 2 above, the owner of the development lot (or lots) will use endeavours reasonably available so as not to unreasonably interfere with occupiers' use and enjoyment of the lots and Common Property.

PART B ARCHITECTURAL AND LANDSCAPE CODE

1. Introduction

- 1.1 Serenity Shores is being developed as a quality waterfront residential community with a high standard of amenity and services. This Code is intended to:
 - (a) encourage housing designed by professional architects or building designers that will enhance the total amenity and character of Serenity Shores including improvements constructed in a manner which contribute to and encourage a harmonious relationship with the natural environment; and
 - (b) assist in protecting each Owner's investment in Serenity Shores, including property values.
- 1.2 The following provisions in this Code establish an Architectural Review Committee ('ARC') to review and approve housing and landscape designs and set out the design criteria and processes for complying with the Code.

2. Interpretation

2.1 The following words have these meanings in this Code unless the contrary intention appears:

'Act' means the Body Corporate and Community Management Act 1997 and the relevant regulation module that applies to Serenity Shores;

'ARC' means the architectural review committee established under this Code;

'ARC Approval' means an approval granted by the ARC for Works under this Code;

'Body Corporate' means the Body Corporate for Serenity Shores CTS;

'Bond' means a cash bond, bank cheque or an unconditional bank guarantee by a bank and in a form acceptable to the ARC (acting reasonably) in favour of the Body Corporate for the Bond Amount;

'Bond Amount' means an amount specified by the ARC in relation to each application under this Code not more than \$4,000:

'Bond Holder' means:

- (a) the Original Owner until the Original Owner no longer owns any Lot in Serenity Shores or any Lot in the Principal Scheme or otherwise gives notice waiving its appointment rights pursuant to clause 4.3(b); and
- (b) then, the Body Corporate;

'Business Day' means a day on which banks are open for trading in the Gold Coast, Queensland, not being a Saturday, Sunday or Public Holiday on the Gold Coast;

'Common Property' means the common property in Serenity Shores;

'Code' means this architectural and landscape code;

'Consultants' means professional consultants such as architects and engineers appointed by the ARC to advise the ARC about applications;

'Design Criteria' means the architectural and landscaping design criteria set out in clause 12 of this Code;

'Local Government' means Gold Coast City Council;

'Lot' means a Lot in Serenity Shores;

'Lot Owner' means the Owner of a Lot and includes, where the context permits, the Owner's nominee or agent;

'Occupier' includes a person that must, by law, comply with this community management statement, and includes a firm, a body corporate, an unincorporated association or an authority;

'Original Owner' means the person who is the original owner under the Act, and any person nominated by the original owner to the Body Corporate;

'Principal Scheme' means Oyster Cove Waterfront Community Titles Scheme 28389:

'Registered Architect' means a qualified architect of at least 10 years' experience registered with the Queensland Board of Architects or such other equivalent relevant professional body;

'Serenity Shores' means Serenity Shores Community Titles Scheme

'Serenity Shores Land' means the Lots and Common Property of Serenity Shores; and

'Works' means building and landscaping work that must be approved by the ARC under this Code and includes all building, construction and landscaping works on a Lot which affects the exterior appearance of the Lot or any improvement on the Lot.

- 2.2 In this Code, except to the extent the context otherwise requires:
 - (a) the singular includes the plural and vice versa and a gender includes other genders;
 - (b) a reference to a party in this Code or any other document or agreement includes its successors and permitted assigns;
 - (c) where a word or phrase is given a particular meaning, other parts of speech or grammatical forms of that word or phrase have corresponding meanings;
 - (d) a reference to a document or agreement including this Code includes a reference to that document or agreement as amended, novated, supplemented, varied or replaced from time to time;
 - (e) words defined in the Act have the same meaning in this Code.

3. Works

- 3.1 A person must not carry out Works on a Lot or Common Property unless:
 - (a) the Works have first been approved by the ARC under this Code, and

- (b) all necessary other approvals for the Works have been obtained from the Local Government and other relevant authorities.
- 3.2 A Lot Owner must not apply for Local Government approval for any Works or any other approval from a relevant authority in relation to Works unless the person has first obtained ARC Approval.
- 3.3 All Works must be completed strictly in accordance with any ARC Approval and otherwise in accordance with all laws and approvals from the Local Government and other relevant authorities.

4. Architectural Review Committee

- 4.1 The ARC is established for the purposes of this Code and may have up to four members, one of whom must be a Registered Architect.
- 4.2 While the Original Owner owns any Lot in Serenity Shores or any Lot in the Principal Scheme it may appoint up to three members of the ARC. The following rules apply to appointments and revocations by the Original Owner:
 - (a) The people appointed need not be members of the Body Corporate; however, at least one appointee must be a Registered Architect;
 - (b) The appointment lasts until the person resigns or the appointment is revoked by the Original Owner;
 - (c) The Original Owner must give the Body Corporate written notice of an appointment or a revocation of an appointment;
 - (d) If the number of members appointed by the Original Owner is less than three then the Original Owner may make new appointments so that the total appointed by the Original Owner is not more than three;
 - (e) The appointments may be revoked by the Body Corporate once the Original Owner no longer owns any Lot in Serenity Shores or any Lot in the Principal Scheme.
- 4.3 The Body Corporate may appoint only one member of the ARC until the Original Owner:
 - (a) no longer owns any Lot in Serenity Shores or any Lot in the Principal Scheme; or
 - (b) gives the Body Corporate a written notice waiving its appointment rights under clause 4.2,
 - and the Body Corporate may then appoint all members of the ARC.
- 4.4 While the Original Owner owns any Lot in Serenity Shores or any Lot in the Principal Scheme, the chairperson of the ARC will be a member of the ARC specified from time to time by the Original Owner in a written notice to the Body Corporate. Otherwise, the chairperson of the ARC will be a member of the ARC decided from time to time by resolution of the Body Corporate Committee.
- 4.5 The following apply in relation to appointments and revocations by the Body Corporate:
 - (a) appointments and revocations of appointment will be made by Body Corporate Committee resolution;
 - (b) the people appointed need not be members of the Body Corporate; however, at least one appointee must be a Registered Architect; and
 - (c) an appointment lasts until the person resigns or the appointment is revoked by the Body Corporate.
- 4.6 The secretary of the Body Corporate must keep a record of current members of the ARC including:
 - (a) a postal address, telephone number and facsimile number (if available) as notified by the ARC members from time to time;
 - (b) the date of appointment of each member;
 - (c) written evidence of the appointment of each member; and
 - (d) the meetings attended by each member.

5. ARC Meetings

- 5.1 The ARC must meet when necessary to perform the ARC's duties. The Body Corporate may, by resolution of the Body Corporate Committee, specify a schedule of dates for ARC meetings.
- 5.2 Two members of the ARC (which must include the chairperson) constitute a quorum.
- 5.3 Meetings must be convened:
 - (a) by the Original Owner until the Original Owner no longer owns any Lot in Serenity Shores or any Lot in the Principal Scheme or otherwise gives notice waiving its appointment rights pursuant to clause 4.3(b);
 - (b) otherwise by the secretary of the Body Corporate;

by written notice to the ARC members, unless all members agree to dispense with written notice. The notice must be served by post or facsimile to the recorded address of the member at least three Business Days before the proposed date of the meeting. The notice must show the date, time and place of the meeting.

- 5.4 ARC meetings must be held between 9.00am and 5.00pm on Business Days, unless the members all agree in writing to a different date or time.
- 5.5 Decisions will be made by a majority on a show of hands by members at the meeting. Each member will have one vote except for the chairperson, who will have a primary vote and a casting vote.
- 5.6 A member (including, to remove any doubt, the chairperson) who is absent from a meeting may appoint another member as his or her proxy. The proxy must:
 - (a) be in writing signed by the person making the appointment; and
 - (b) be delivered to the secretary of the Body Corporate before the relevant ARC meeting.
- 5.7 A member acting as a proxy has the same powers at an ARC meeting as the member whom the member acting as a proxy represents.
- 5.8 The ARC may from time to time designate one or more of the members to investigate matters for and on behalf of the ARC and report their findings to the ARC.
- 5.9 The ARC may hold meetings by telephone conference call.
- 5.10 A minute signed by all members takes effect as a resolution of the ARC.

6. Consultants

- 6.1 The ARC may appoint Consultants from time to time to assist the ARC in properly performing the ARC's duties. To remove any doubt, any member of the ARC may act as a Consultant.
- 6.2 Each application for the ARC may be submitted to the appropriate Consultant before the meeting at which the application will be considered.
- 6.3 The type of Consultant to review different applications may be determined by the ARC from time to time.
- The Lot Owner must pay the reasonable costs of a Consultant appointed by the ARC to review an application within seven days of a request by the ARC or the Body Corporate.

7. Applications for ARC Approval

- 7.1 Applications for ARC Approval must be:
 - (a) submitted in writing by a Lot Owner to the address for service of the Body Corporate; and
 - (b) accompanied by concept design drawings for the Works (two copies of each) including:
 - (i) a north point;

- (ii) detailed site plans including the position (setbacks) of any proposed improvements in relation to the boundaries of a Lot (scale 1:200);
- (iii) building floor and roof plans (including elevations and cross sections) of all proposed improvements including porches, balconies, terraces, pergolas, shade structures and overhangs to a scale of 1:100;
- (iv) front, rear and side elevations to a scale of 1:100 including height to eaves, floor to floor heights and overall height above finished ground level.
- (v) working drawings (1:100 scale) including plans, elevations and section;
- (vi) roofing and stormwater drainage plans;
- (vii) schedule of floor areas;
- (viii) schedule of specifications and materials;
- (ix) location of parking and garages;
- (x) details of fencing, earthworks, retaining walls, driveways and pathways;
- (xi) swimming pool and swimming pool fencing details;
- (xii) detailed landscaping plan (scale 1:100) including a planting schedule;
- (xiii) colour palette of roof and external wall colours;
- (xiv) details of any proposed relaxations from the Design Criteria;
- (xv) any other information required from time to time by the ARC;
- (xvi) the application fee (if any) specified by the ARC from time to time, including any GST; and
- (xvii) if required by the ARC, a Bond pursuant to clause 8.
- 7.2 The Lot Owner must also supply any additional information reasonably required by the ARC as soon as reasonably possible.
- 7.3 Lot Owners are encouraged to prepare preliminary concept design drawings for consideration and comment by the ARC on an informal basis prior to the Lot Owner preparing and formally lodging for ARC Approval all the plans and documents referred to in clause 7.1(b).

8. Bond

- 8.1 If the ARC requires the Lot Owner to provide a Bond with the Lot Owner's application for ARC Approval, the Lot Owner must provide the Bond Holder with a Bond for the Bond Amount within seven days of a request by the ARC or the Body Corporate. The Bond Holder may invest the Bond at the Lot Owner's risk. Interest on the Bond will be paid to the Lot Owner, less any reasonable costs of the Bond Holder in administering the Bond.
- 8.2 If the Lot Owner does not comply with a Lot Owner's obligation under this Code in relation to the original construction of the improvement on the Lot within 14 days after receiving notice to remedy the non-compliance from the ARC or Body Corporate, then the Bond Holder may call on the Bond without notice to the Lot Owner.
- 8.3 If the Bond Holder calls on the Bond, then no more than 14 days after receiving notice to remedy the non-compliance from the ARC or Body Corporate, the Lot Owner must give the Bond Holder an additional Bond, but only for a sum necessary to ensure that the total amount of the Bond equals the Bond Amount.
- 8.4 The Bond Holder must return any unused part of the Bond to the Lot Owner when the Lot Owner has complied with all of the Lot Owner's obligations under this Code in relation to the original construction of an improvement on the Lot (that is, the Dwelling house including landscaping is complete and any requirements of the ARC or Body Corporate in relation to that construction are satisfied).

9. ARC Approvals

- 9.1 The ARC must consider applications taking into account the Design Criteria.
- 9.2 After the ARC has considered an application it must give the Lot Owner written notice approving the application (conditionally or unconditionally) or rejecting the application. The ARC must use its best endeavours to give the notice within seven Business Days of receipt of the application and any additional information under clause 7.2.
- 9.3 If the ARC rejects an application it may specify the reason for rejection and suggest alterations which may be made to the application to comply with the Design Criteria.
- 9.4 If the ARC approves an application conditionally, the conditions may include, but are not limited to:
 - (a) submission of any additional plans and specifications or such other information as required by the ARC;
 - (b) changes being made to any of the items or information included in the application; and
 - (c) commencement of the Works within a reasonable time determined by the ARC.
- 9.5 All approvals must be affixed with all ARC approval stamp and signed by the secretary of the Body Corporate or a person authorised by the ARC for this purpose.
- 9.6 An ARC Approval expires when the Local Government or other authority approvals expire, or, if there are no other expiry dates, two years from the date of the ARC Approval.
- 9.7 If a Lot Owner:
 - (a) has obtained ARC Approval;
 - (b) obtains all necessary approvals from the Local Government and all other relevant authorities; and
 - (c) the Works have changed since the ARC Approval was obtained because of the requirements for the Local Government or the other relevant authorities,

the Lot Owner must submit to the ARC, at the address for service of the Body Corporate, two copies of all necessary plans and correspondence which shows the extent of the changes.

- 9.8 If the change is not a substantial change, the information is submitted to the ARC for information only.
- 9.9 If the change is a substantial change, the Lot Owner must undergo the approval process described in clauses 7, 8 and 9 of this Code to obtain a new ARC Approval. However, the Borrower need not pay an application fee.
- 9.10 The ARC may allow non-compliance with any requirement of this Code (including, without limitation, the Design Criteria) in its absolute discretion.

10. Breach of Code

- 10.1 If the Lot Owner does not comply with this Code or with any approval issued by the ARC under this Code, the Body Corporate may serve a notice on the Lot Owner requiring it to remedy the non-compliance within a reasonable period set out in the notice.
- 10.2 If the Lot Owner does not remedy the non-compliance in the period set out in the notice, the Body Corporate may:
 - (a) enter any part of the Serenity Shores Land where the non-compliance has occurred;
 - (b) remedy the non-compliance; or
 - (c) remove the non-complying Works; and
 - (d) recover the costs of its action under this clause as a liquidated debt from the Lot Owner.
- 10.3 The Body Corporate may take any action it considers necessary to prevent a breach of this Code. For example, without limitation, it may:

- (a) require all work on the relevant Serenity Shores Land to cease; or
- (b) restrict the access of the Lot Owner, its agents, employees or contractors to the relevant Serenity Shores Land.

11. Miscellaneous

- 11.1 The approval of the ARC to any Works is not a waiver of the right to approve conditionally or reject any similar Works subsequently submitted for Body Corporate approval.
- 11.2 Neither the ARC, nor any member of the ARC, nor the Body Corporate is liable to any Lot Owner for any loss, damage or injury arising out of or in any way connected with any recommendation, approval (conditional or unconditional) or disapproval given under this Code unless due to the wilful misconduct, bad faith, or criminal act of the ARC, its members, the Body Corporate or their fully authorised representatives.
- 11.3 Approvals (conditional or unconditional) or any application will not be construed as compliance by the Works with any laws about construction of the Works, the structural soundness of the Works, or any other approvals required for the Works.
- 11.4 The Lot Owner will indemnify the Body Corporate, the ARC and any agent, employee or contractor of the Body Corporate or the ARC against all losses, claims, demands and expenses which the Body Corporate, the ARC or any agent, employee or contractor of the Body Corporate or the ARC sustains or incurs due to the Lot Owner's non-compliance with this Code.
- 11.5 If this Code changes after the ARC has issued an ARC Approval, the ARC Approval issued by the ARC remains in full force and effect, despite the changes to this Code.

12. Design Criteria

One Dwelling

12.1 Only one private residential Dwelling house may be constructed on a Lot.

Floor area

12.2 Unless otherwise approved a Dwelling house must not contain an internal floor area less than 250 square metres for a Lot adjacent to Saltwater Creek or Lake Serenity or 225 square metres for any other Lots excluding garages, entry porches, connecting breezeways, verandahs, decks, pergolas and other unenclosed areas.

Building height

12.3 A Dwelling house must not exceed two storeys. The maximum overall height of any part of a dwelling must not exceed 9 metres above natural ground level as measured directly below that point. The ARC may require a surveyor's certificate to enforce this policy. However, applications to the Local Government for relaxation of this requirement will be upheld by the ARC. Height constraints are also based on the amenity of all Lot Owners.

Siting and setbacks

- 12.4 A Dwelling house must not have a site coverage of greater than 50% of the area of a Lot so as to preserve open space for the Lot and the neighbourhood in general.
- 12.5 The minimum setback is 6 metres from the front boundary of the Lot to the outermost projection of the Dwelling and garage.
- 12.6 The minimum setback from side boundaries will be 1.5 metres to the outermost projection of a single storey dwelling and 2 metres to the outermost projection of the second storey of a two-storey building.
- 12.7 The side boundary setback for garage walls will be contained within a height envelope formed by a 45° height cut-off line from a height of 1.8 metres on the boundary of a Lot. Garage walls must not be built closer than 600mm from the side boundary to avoid creating inaccessible spaces. A garage roof overhang may project into this 600mm setback.

- 12.8 Any deck which projects beyond the top of the slope of a batter on a Lot must be set back a minimum of 2 metres from a side boundary and be enclosed to the ground level with a masonry or other approved wall with a maximum height above natural ground level of 750mm.
- 12.9 The minimum rear boundary setback for a Lot is to be in accordance with Local Government requirements and within permitted building envelopes.
- 12.10 No construction is permitted in the Principal Scheme Common Property between the boundary to a Lot and the water's edge of any adjacent creek or lake except pontoons and other structures as constructed by the Original Owner and/or the Principal Scheme Body Corporate in accordance with all relevant approvals.
- 12.11 Any setback relaxed by the ARC will be subject to the Local Government approval.

Building materials

- 12.12 External wall finishes permitted are:
 - (a) masonry rendered and painted;
 - (b) brickwork bagged and painted;
 - (c) rendered texture finish on sheeting to upper level walls only;
 - (d) integral finish;
 - (e) timber painted or stained as limited accents only;
 - (f) stone;
 - (g) metal cladding (flat natural metallic finishes and limited accents only); and
 - (h) other finishes approved from time to time by the ARC.
- 12.13 The following wall finishes are not permitted:
 - (a) Colorbond steel cladding to walls;
 - (b) weatherboard, chamfer board or shiplap cladding;
 - (c) lightweight systems except for rendered upper level walls to match the rendered masonry; and
 - (d) face brick.
- 12.14 Garage doors must be of a panel or sectional overhead type with natural timber, metallic or Colorbond finish to compliment the dwelling.

Colours

- 12.15 All external colours must be identifiable as natural tones such as earth colours and foliage tones. Generally colours must reflect soft rather than bright colour palette. Restrained use of complementary bright colours will be considered on architectural merit. Reflective or mirror finishes, highly glazed or black roof tiles will not be permitted.
- 12.16 Ancillary structures, decks, pergolas, fences and retaining walls must complement the colours of the dwelling.
- 12.17 Colours forming part of the ARC Approval must be used unless the ARC consent to changes.

Roofing

- 12.18 The maximum roof pitch will be 22½° unless approved by the ARC.
- 12.19 No bright or reflective roof finishes will be permitted.
- 12.20 Roofing must have a minimum eaves overhang of 600mm and minimum 600mm shade hoods must be provided over windows in habitable rooms.

- 12.21 No plant or equipment except solar panels approved by the ARC will be permitted on the roof.
- 12.22 Any flat roof is to be concealed behind parapets.
- 12.23 All roof penetrations must complement the roof colour and all roof colours, gutters and downpipes must complement the dwelling's colour scheme.
- 12.24 Permitted roof materials include:
 - (a) concrete or terracotta tiles;
 - (b) Colorbond corrugated steel, provided the roof design must exhibit special design qualities displaying a strong subtropical character and incorporating wider than minimum roof overhangs and roofed verandahs/terraces; and
 - (c) shingle profile tiles.

Fencing

- 12.25 Any fence erected on the boundary of a Lot must generally be of a maximum height of 2 metres and a minimum height of 1.8 metres above natural ground level. Privacy screens may be permitted.
- 12.26 In order to enhance the street character, preserve amenity and at the same time maintain urban consistency in Serenity Shores the front fence design must incorporate one of the following four options for fence lines:
 - (a) Option 1 on the primary street boundary;
 - (b) Option 2 1 metre back from the primary street boundary;
 - (c) Option 3 2 metres back from the primary street boundary; or
 - (d) Option 4 3 metres back from the primary street boundary.

Options 2, 3 and 4 are encouraged.

- 12.27 There are three types of front fences permitted:
 - (a) Type A landscaped;
 - (b) Type B semi-transparent (50%); and
 - (c) Type C solid.
- 12.28 Each of the permitted options requires a specific type of fence as follows:
 - (a) Option 1 fence Type A or B maximum height of 1.2 metres;
 - (b) Option 2 fence Type C maximum height of 1.2 metres;
 - (c) Option 3 fence Type B maximum height of 1.8 metres; and
 - (d) Option 4 fence Type C maximum height of 1.8 metres.
- 12.29 Where hedges are used as Type A fences, gates may be incorporated providing established and vigorous plantings are utilised for hedges.
- 12.30 Generally fences are to be constructed of either stone masonry or rendered masonry with in-fills of metal balusters or timber battens. Where timber battens are used to form a visually solid wall, then the wall should be sheeted both sides to conceal framing. Timber battens can form no more than 50% of the wall. No lattice walls are permitted.
- 12.31 The colour, finish and design of all fencing is to complement the architecture of the Dwelling house and blend with the streetscape.
- 12.32 For Lots adjacent to any waterway or lake the fence to the side boundary of a Lot must extend to the top of the batter as a Type C 1.8-metre high fence and then from the top of the batter down to the rear

boundary of the Lot (which is on average 3 metres back from the water's edge) as a transparent metal design and 1.2 metres high. The design must be simple, avoid decoration and either finished in black anodising or powder coated. The fence must conform with Local Government standard pool fence requirements. No fencing to a lake front or creek front is permitted other than that required for pools in accordance with Local Government requirements. Any fencing on a Lot adjoining Saltwater Creek must not intrude on the natural environment ambience of the creek bank area.

Landscaping

- 12.33 The landscape character is a vital ingredient in the overall image at Serenity Shores. Blending the streetscape with the architecture is critical in creating this image and the front yard is the transition zone. Apart from the planting and lawns the hard surfaces such as driveways, paving and fences require careful consideration. A minimum of 30% of the soft landscape area of a Lot is to be planted with garden beds.
- 12.34 Landscaping should be designed to provide a landscaped canopy between the dwelling and neighbours and must be designed to take into account drainage. The ultimate size and spread of landscaping canopy must take into account effective privacy screening and preservation of solar access.
- 12.35 A Lot not adjoining Saltwater Creek or Serenity Lake must include 1 x 4m feature canopy tree in the front of the Lot. Each Lot adjoining Saltwater Creek or Serenity Lake must have at least 1 x 4m tree in the front of the Lot and 2 x 4m feature canopy trees at the rear of the Lot. In the case of two-storey dwellings a minimum of 4 x 4m canopy trees must be provided. In all cases canopy trees must be provided in addition to any palm trees proposed.
- 12.36 The area of soft-scape not planted in gardens is to be A-Grade Winter Green Turf (Cynodon Dactylon V Legend).
- 12.37 At least 50% of the plant species must be acceptable plant species nominated on a list of plant species maintained by the ARC from time to time and which will be made available to a Lot Owner upon request.
- 12.38 An automatic sprinkler system is to be installed on all Lots.
- 12.39 Prior to commencing occupation landscaping must be substantially complete in accordance with the landscape plan approved by the ARC.

Garages

12.40 Each Lot must include a double lockup garage with a floor area bearing dimensions of at least 5.8 metres by 6 metres. Space must also be provided for at least two visitor spaces in a driveway to a Lot.

Driveways

- 12.41 Driveways must be constructed as a single width and the maximum width of any driveway at the kerb at the front boundary of a Lot is to be 4 metres.
- 12.42 Driveways must be of a high quality design using finishes selected from the following permitted materials:
 - (a) coloured concrete tiles (stamped, painted or stencilled concrete will not be permitted);
 - (b) exposed aggregate with tiled or paved edge bands and additional detailing (i.e. banding at boundary and construction joints);
 - (c) paving tiles;
 - (d) stone; or
 - (e) turf paving (proprietary brand).
- 12.43 All driveways must be constructed prior to occupancy.

Swimming pools

12.44 Any swimming pool or spa must be set back from boundaries and fenced in accordance with Local Government requirements.

- 12.45 All pool equipment must be located and suitably housed so as not to disturb neighbours and must be screened and away from public view.
- 12.46 Pools are not permitted between the front wall of the Dwelling house and the primary street boundary unless screened by a Type C fence (see clause 12.27).
- 12.47 Pools and spas must be of an inground construction and must not exceed 750mm above the ground level. Where a pool or spa is constructed in a flood zone (e.g. the bank of a waterway) it must not project more than 1 metre above the established flood level unless the projected volume is balanced by a contribution to the flood storage (excavation) of a similar volume on the Lot.

Gatehouses

- 12.48 The Gatehouse is the portal or threshold that identifies the principal entry point to the Dwelling house combining a gate, letterbox and intercom. It also defines the internal garden and creates a focal point for the entry pathway. For these reasons Gatehouses are encouraged.
- 12.49 Gatehouses must be set back 3 metres from the front boundary of a Lot and finished with colours and materials which are complementary to those of the main Dwelling house.

Shade devices

12.50 The use of shade structures such as sails, fabric awnings and umbrellas have the benefits of providing privacy and personal protection from the sun and can also contribute to the overall energy management by shading roofs, walls or windows. However, for aesthetic reasons they must complement the architectural design of the Dwelling house and must be confined to the side and rear of Lots and must be constructed of high quality durable material. Thatched roofing is not permitted.

Letterbox

12.51 A letterbox is required to be provided and is to be an integral element of the front fence design incorporating the street number and preferably illuminated.

Clotheslines and rubbish bin

- 12.52 In order to maintain visual amenity for neighbours and the public, clotheslines must be discreetly screened from public view. Wall-mounted clotheslines should be on a level lower than the surrounding wall or fence.
- 12.53 Where rubbish bins are stored towards the front of a Dwelling house they must be screened from view.

Fill

12.54 In order to preserve the geotechnical stability of Lots 750mm is the maximum fill allowable.

Retaining walls

12.55 Any retaining wall must be a maximum height of 750mm above natural ground and be built of rock, concrete masonry or other material approved by the ARC.

Water meter

12.56 Each Lot Owner must install and maintain a water meter at the boundary to a Lot such that it is accessible for reading by the Local Government and/or the Body Corporate for the purposes of determining water usage on the Lot.

General privacy

- 12.57 Privacy design is a two-way consideration and visual privacy must be respected between dwellings by minimising direct overlooking. The following matters should be considered:
 - (a) The neighbour's outlook views should not be obstructed by external auxiliary structures.
 - (b) Ground floor windows and terraces should be effectively screened from neighbouring dwellings by planting, screens or fencing. Screens intended to be higher than a fence must be set back from the fence line by a minimum of 900mm.

- (c) Upper floor windows and doors to habitable rooms, decks and balconies which may overlook an existing or future neighbouring dwelling must be screened from those neighbours. This can be achieved by staggering the location of windows and providing screens to windows where any outlook is at an angle closer than 45°.
- 12.58 Visible external security grills are not permitted in the street front elevation.

General - climate design

- 12.59 The Dwelling house should be designed to take into account solar movement, prevailing breezes and should take into account the following principles:
 - (a) Sun control is best achieved through shading devices particularly to walls and windows. Roof overhangs, window shades, verandahs, balconies and pergolas will provide summer protection and if designed correctly permit winter sun where required. Windows not protected by sunhoods should be set back to form a reveal at least 100mm deep;
 - (b) The western aspect is the least desirable aspect therefore is generally suited to the siting of garages, laundries and other service areas;
 - (c) The principal living areas are best orientated towards the north or north-east;
 - (d) Protection against the prevailing south-easterly winds is encouraged by including strategically placed architectural screens or planting; and
 - (e) Since the roof receives direct solar heat management can be achieved with insulation to the roof and ceiling and by the use of heat reflective paint on the external surface of the roof where appropriate.

Lot appearance

- 12.60 A Lot Owner must ensure that the Lot is kept mown not less than two month intervals until such time as building works commence.
- 12.61 Lots must be kept in a neat and tidy condition and maintained free of weeds, dirt and rubbish before, during and after construction work. No excavation material, trees, rubbish, builder's waste or other substances may be deposited anywhere on the Lot, on the footpath in front of a Lot or on any adjoining land.
- 12.62 A Lot Owner must ensure that turf and trees on the footpath in the front of any Lot are protected and must replace at Lot Owner's cost any damaged turf or trees upon completion of construction work.
- 12.63 The Lot Owner must ensure that within one month after completion of construction of a Dwelling house that all excavation material, rubbish, builder's waste or other substances are removed from the Lot.

Construction

- 12.64 The Lot Owner must:
 - (a) ensure that the construction time for Dwelling homes and improvements does not exceed nine months from the commencement of the work and that building works will not be left without substantial work being carried out for periods of longer than one month;
 - (b) ensure that no building works are carried out on the Lot except between the hours of 7.00am to 5.00pm Monday to Friday and between the hours of 8.00am to 5.00pm on Saturday or such other hours as are permitted by law and with the approval of the ARC. However, any work after 3.00pm on Saturdays must be conducted so as to minimise any disturbance to other Lot Owners;
 - (c) ensure that any music played in or about the Lot during the course of construction does not prove a nuisance to neighbours;
 - (d) not allow any animal in or about a Lot during the course of construction;
 - (e) not permit and must remove if requested by a member of the ARC any material whether in the form of poster or calendars or otherwise which in the opinion of the ARC is offensive;

- (f) ensure that no rude, offensive or abusive language is used in or about the Lot during the course of construction;
- (g) ensure that during the course of construction no vehicle is parked on the footpath adjoining the Lot or park in any roadway in the vicinity of the Lot such that driveways of other Lots are blocked or the smooth passage of traffic is interfered with.
- 12.65 All excavation material, rubbish and builder's waste which might be produced during the course of construction of the works must be deposited in bins supplied by the Lot Owner or the Lot Owner's builders for that purpose. The bins must be emptied immediately they become full.
- 12.66 The Lot Owner and the Lot Owner's builder must provide its own source of electricity and water and must not seek to obtain access to those services from other adjoining Lots located nearby.

Temporary buildings

12.67 No temporary, partial or relocated buildings or structures may be erected unless for use in connection with the building of the Dwelling house and such buildings must be kept at the rear of the Lot and away from public view.

Registered builder

12.68 The Lot Owner must ensure that the construction of the Dwelling house is only undertaken by a builder duly registered with the Queensland Building Services Authority.

For Sale signs

12.69 Only one For Sale sign should be allowed to be erected on a Lot at any time and must be professionally produced. No handwritten or personal signs will be permitted.

No subdivision

12.70 Individual residential Lots, other than Lots which the Original Owner plans to subdivide, may not be subdivided.

Occupation

- 12.71 Prior to taking up occupation of a dwelling a Lot Owner must ensure that the following works are completed:
 - (a) a driveway from the road to garage;
 - (b) all external finishes completed;
 - (c) landscaping substantially completed including mature trees specified in this Code;
 - (d) turf laid to designated areas;
 - (e) sprinkler system installed;
 - (f) street number clearly displayed; and
 - (g) all building waste and rubbish removed and any footpath damage repaired.

Maintenance and improvement of Lots

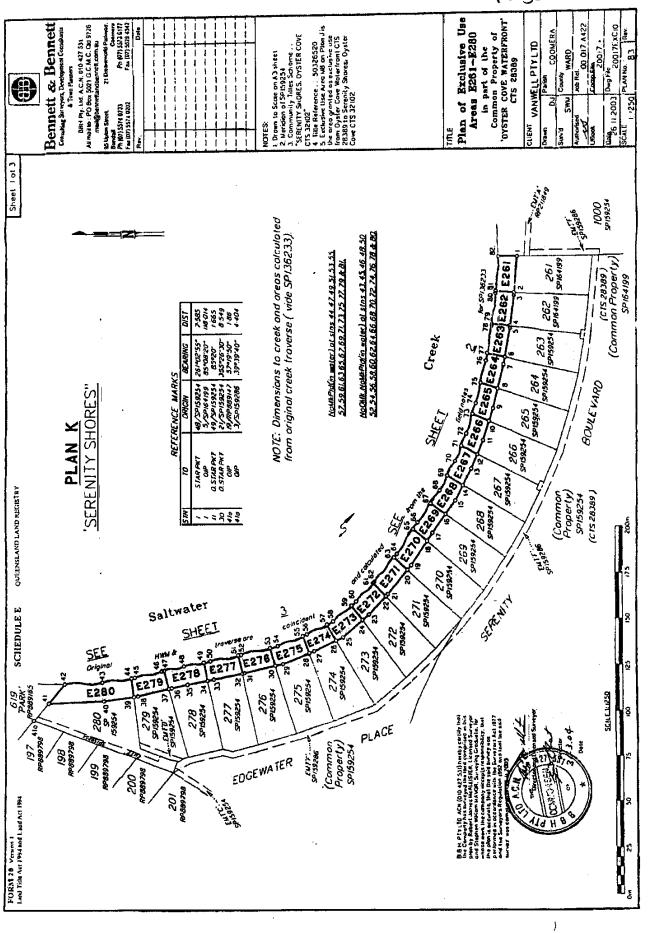
- 12.72 Each Lot and its improvements must be maintained at all times:
 - (a) in good, neat order and repair; and
 - (b) so that the Lot and its improvements comply with this Code; and
 - (c) generally consistent with the high standards set at Serenity Shores.

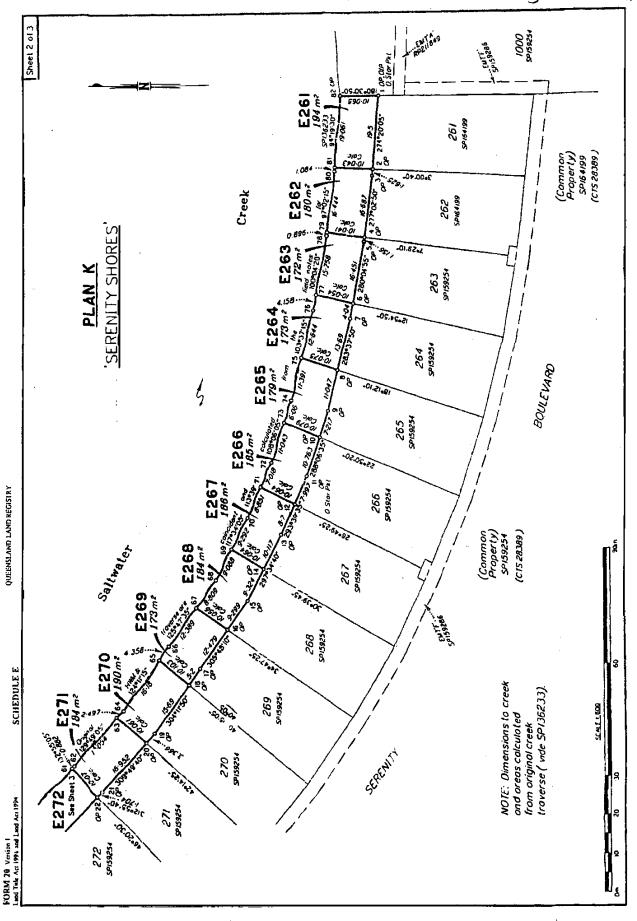
SCHEDULE E DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY

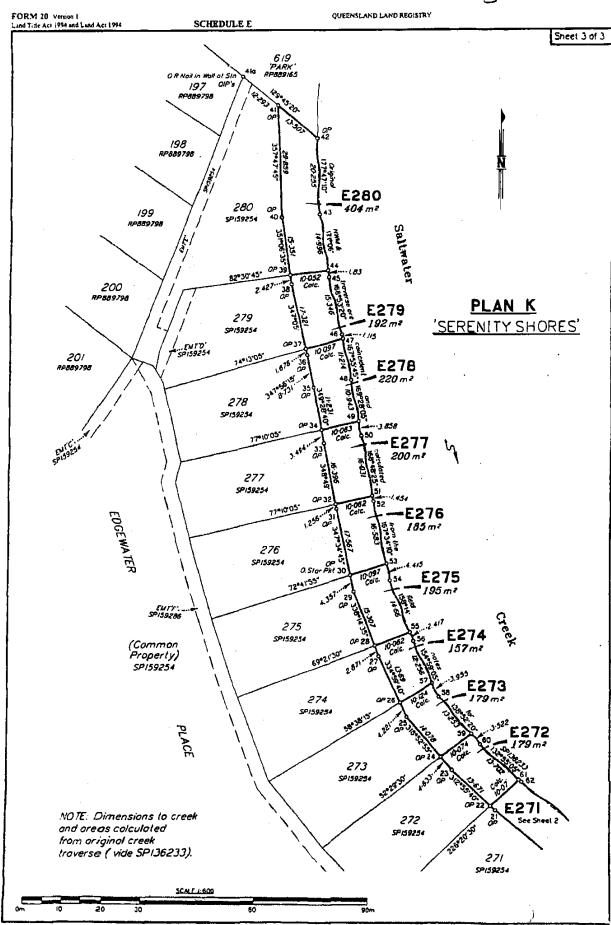
Lot No.	Purpose	Exclusive Use Area
Lot 261 on SP	Buffer strip (access to seabed lease	Area E261 as shown on the attached Plan K
164199	area) Seabed Lease Area - marina berth	Area M261 as shown on the attached Plan N
Lot 262 on SP	Buffer strip (access to seabed lease	Area E262 as shown on the attached Plan K
164199	area) Seabed Lease Area - marina berth	Area M262 as shown on the attached Plan N
Lot 263 on SP	Buffer strip (access to seabed lease	Area E263 as shown on the attached Plan K
159254	area) Seabed Lease Area - marina berth	Area M263 as shown on the attached Plan N
Lot 264 on SP	Buffer strip (access to seabed lease	Area E264 as shown on the attached Plan K
159254	area) Seabed Lease Area - marina berth	Area M264 as shown on the attached Plan N
Lot 265 on SP		Area E265 as shown on the attached Plan K
159254	area)	Area M265 as shown on the attached Plan N
	Seabed Lease Area - marina berth	A FOCC shows on the attached Blook
Lot 266 on SP 159254	Buffer strip (access to seabed lease area) Seabed Lease Area - marina berth	Area E266 as shown on the attached Plan K Area M266 as shown on the attached Plan N
Lot 267 on SP	Buffer strip (access to seabed lease	Area E267 as shown on the attached Plan K
159254	area) Seabed Lease Area - marina berth	Area M267 as shown on the attached Plan N
Lot 268 on SP	Buffer strip (access to seabed lease	Area E268 as shown on the attached Plan K
159254	area) Seabed Lease Area - marina berth	Area M268 as shown on the attached Plan N
Lot 269 on SP	Buffer strip (access to seabed lease	Area E269 as shown on the attached Plan K
159254	area) Seabed Lease Area - marina berth	Area M269 as shown on the attached Plan N
Lot 270 on SP	Buffer strip (access to seabed lease	Area E270 as shown on the attached Plan K
159254	area) Seabed Lease Area - marina berth	Area M270 as shown on the attached Plan N
Lot 271 on SP	Buffer strip (access to seabed lease	Area E271 as shown on the attached Plan K
159254	area) Seabed Lease Area - marina berth	Area M271 as shown on the attached Plan N
Lot 272 on SP	Buffer strip (access to seabed lease	Area E272 as shown on the attached Plan K
159254	area) Seabed Lease Area - marina berth	Area M272 as shown on the attached Plan N
Lot 273 on SP	Buffer strip (access to seabed lease	Area E273 as shown on the attached Plan K
159254	area)	Area M273 as shown on the attached Plan N
	Seabed Lease Area - marina berth	
Lot 274 on SP 159254	Buffer strip (access to seabed lease area)	Area E274 as shown on the attached Plan K Area M274 as shown on the attached Plan N
	Seabed Lease Area - marina berth	
Lot 275 on SP 211889	Buffer strip (access to seabed lease area)	Area E275 and E276 as shown on the attached Plan K
211003	Seabed Lease Area - marina berth	Area M275 and M276 as shown on the attached Plan N
Lot 277 on SP	Buffer strip (access to seabed lease	Area E277 as shown on the attached Plan K
159254	area) Seabed Lease Area - marina berth	Area M277 as shown on the attached Plan N

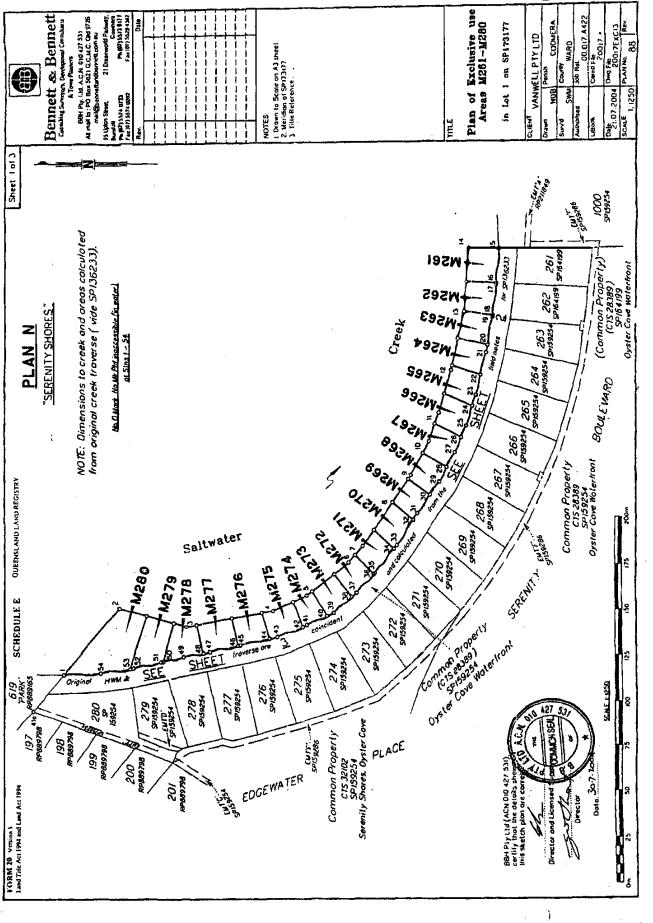
Lot No.	Purpose	Exclusive Use Area
Lot 278 on SP	Buffer strip (access to seabed lease	Area E278 as shown on the attached Plan K
159254	area) Seabed Lease Area - marina berth	Area M278 as shown on the attached Plan N
Lot 279 on SP	Buffer strip (access to seabed lease	Area E279 as shown on the attached Plan K
159254	area) Seabed Lease Area - marina berth	Area M279 as shown on the attached Plan N
Lot 280 on SP	Buffer strip (access to seabed lease	Area E280 as shown on the attached Plan K
159254	area) Seabed Lease Area - marina berth	Area M280 as shown on the attached Plan N
Lot 301 on	Passive Recreation	E1 as shown on plan marked E1
SP287588		
Lot 302 on SP287588	Passive Recreation	E2 as shown on plan marked E1
Lot 303 on	Passive Recreation	E2 as shown on plan marked E1
SP287588		
Lot 304 on SP287588	Passive Recreation	E3 as shown on plan marked E1
Lot 305 on SP287588	Passive Recreation	E3 as shown on plan marked E1
Lot 306 on	Passive Recreation	E4 as shown on plan marked E1
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Lot 307 on SP287588	Passive Recreation	E4 as shown on plan marked E1
Lot 308 on SP287588	Passive Recreation	E5 as shown on plan marked E1
Lot 309 on	Passive Recreation	E5 as shown on plan marked E1
SP287588 Lot 310 on	Passive Recreation	E6 as shown on plan marked E1
SP287588		
Lot 311 on SP287588	Passive Recreation	E7 as shown on plan marked E1
Lot 312 on SP287588	Passive Recreation	E8 as shown on plan marked E1
Lot 313 on	Passive Recreation	E8 as shown on plan marked E1
SP287588 Lot 335 on	Mooring and Pontoons	W335 as shown on plan marked C
SP287588		
Lot 336 on SP287588	Mooring and Pontoons	W336 as shown on plan marked C
Lot 337 on SP287588	Mooring and Pontoons	W337 as shown on plan marked C
Lot 338 on	Mooring and Pontoons	W338 as shown on plan marked C
SP287588	Managara and Days)M/220h
Lot 339 on SP287588	Mooring and Pontoons	W339 as shown on plan marked C
Lot 340 on	Mooring and Pontoons	W340 as shown on plan marked C
SP287588 Lot 341 on	Mooring and Pontoons	W341 as shown on plan marked C
SP287588		
Lot 342 on SP287588	Mooring and Pontoons	W342 as shown on plan marked C
Lot 343 on SP287588	Mooring and Pontoons	W343 as shown on plan marked C
Lot 344 on	Mooring and Pontoons	W344 as shown on plan marked C
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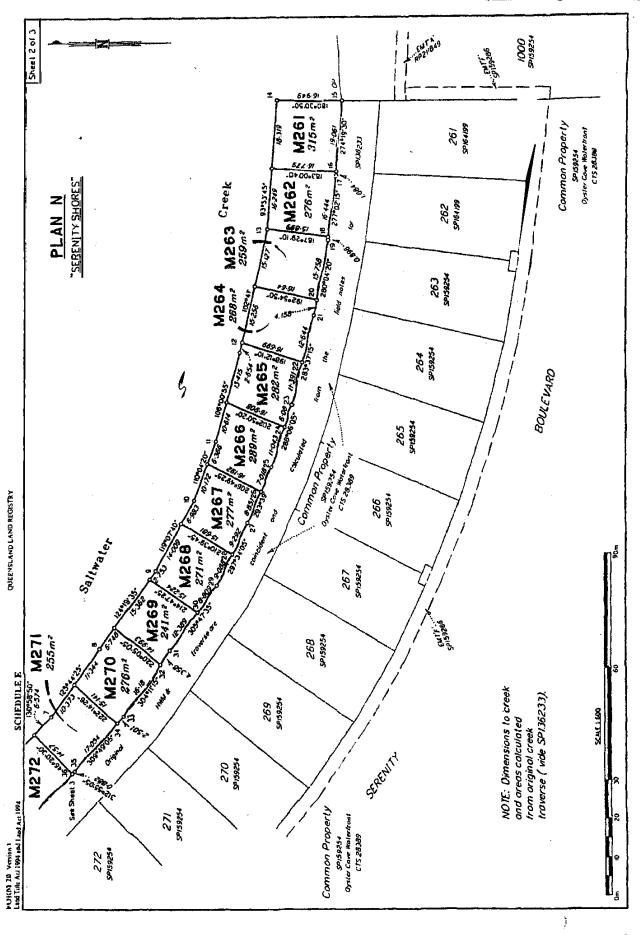
Lot No.	Purpose	Exclusive Use Area
Lot 345 on SP287588	Mooring and Pontoons	W345 as shown on plan marked C
Lot 346 on SP287588	Mooring and Pontoons	W346 as shown on plan marked C
Lot 347 on SP287588	Mooring and Pontoons	W347 as shown on plan marked C
Lot 348 on SP287588	Mooring and Pontoons	W348 as shown on plan marked C

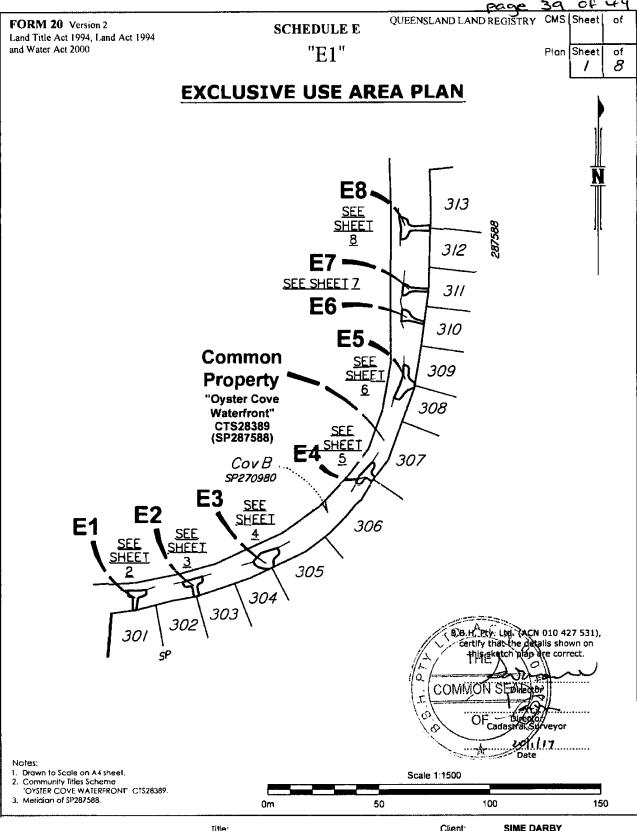


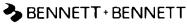












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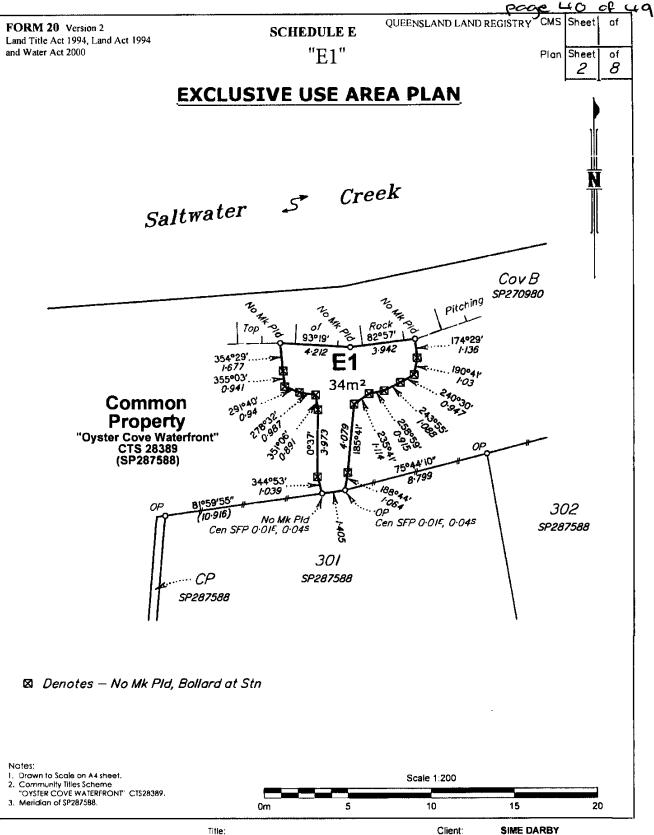
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Plan of Exclusive Areas E1-E8 in part of the Common Property of "OYSTER COVE WATERFRONT" CTS28389 (SP287588)

Client:	SIME	DARBY
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Locality: HELENSVALE			
Locality.	HELENSVALE		
Local Gov:	GCCC	Prepared By:	DJL
Surveyed By:	SF	Approved:	SWM
Date Created:	30/11/2016	Scale:	1:1500
Comp File:	00017.project		
Plan No:	00017_156_MIS_A		





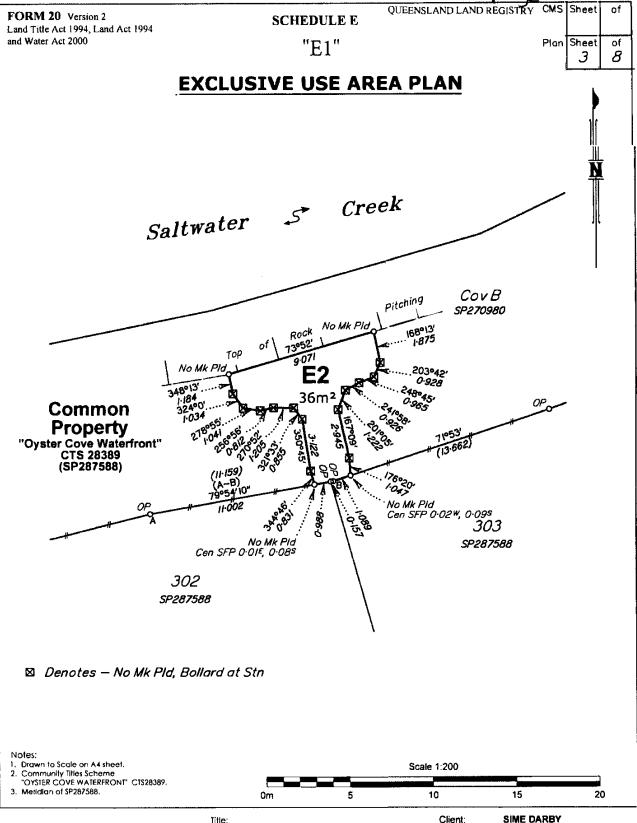
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Plan No:	00017_156	_MIS_A	
Comp File:	00017.project		
Date Created:	30/11/2016	Scale:	1:200
Surveyed By:	SF	Approved:	SWM
Local Gov:	GCCC	Prepared By:	DJL
Locality:	HELENSVAL	<u> </u>	





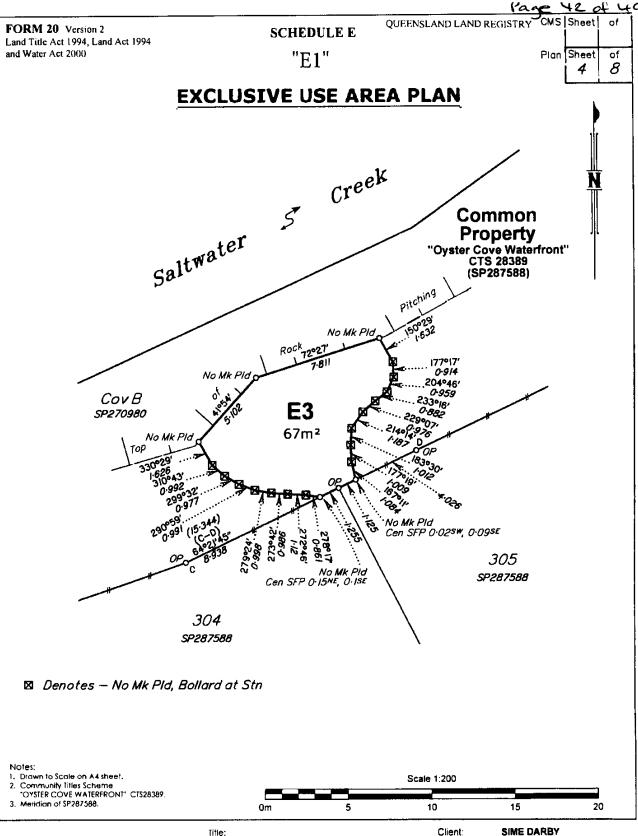
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Local Gov:	GCCC	Prepared By:	DJL
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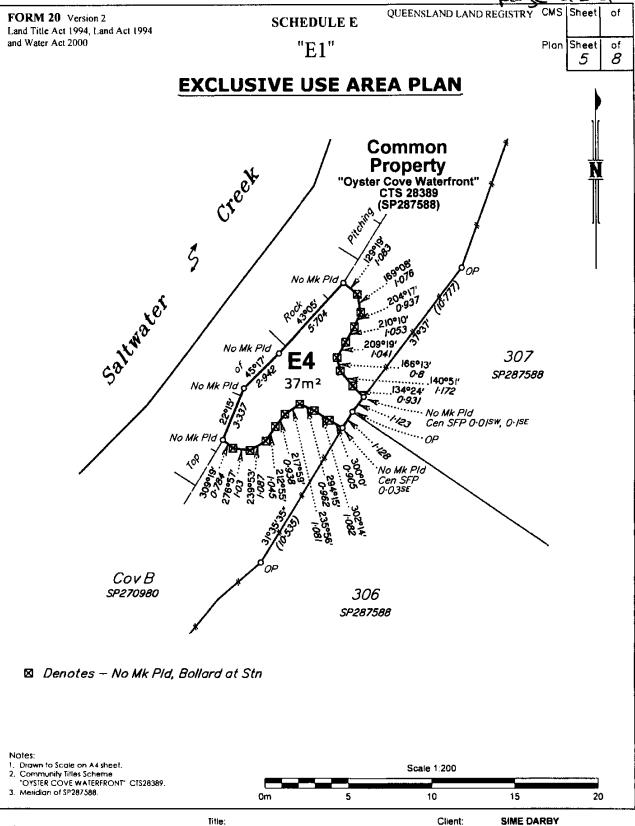
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Local Gov:	GCCC	Prepared By:	DJL
Locality:	HELENSVALE		



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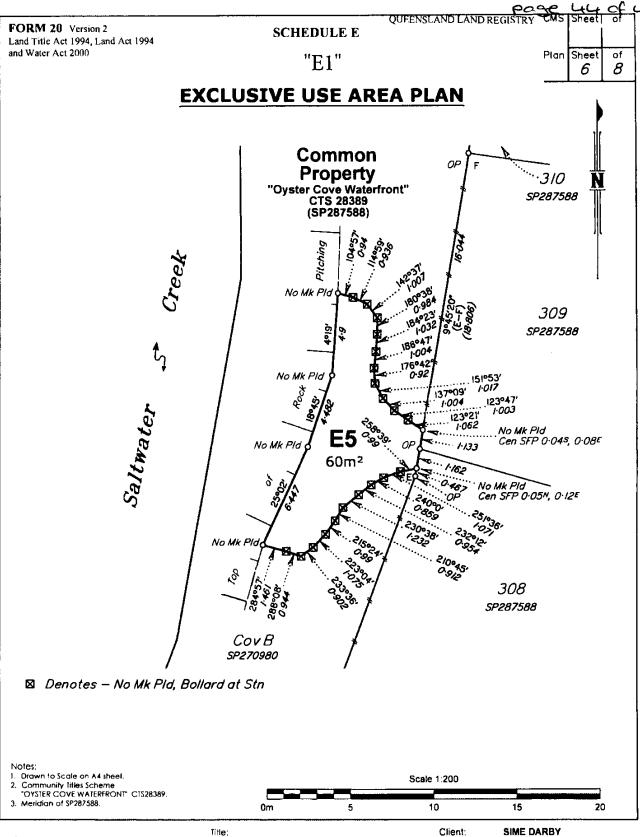
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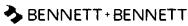
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Title:
Plan of Exclusive Areas E1-E8 in part of the Common Property of "OYSTER COVE WATERFRONT" CTS28389 (\$P287588)

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Locality:	HELENSVALE		
Local Gov:	GCCC	Prepared By:	DJL
Surveyed By:	SF	Approved:	SWM
Date Created:	30/11/2016	Scale:	1:200
Comp File:	00017.project	****	
Plan No:	00017 156	MIS A	





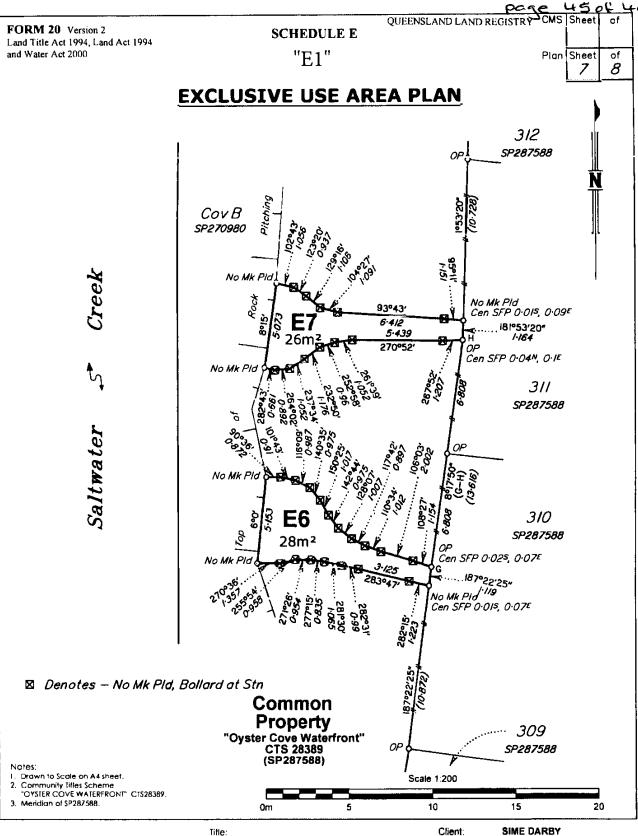
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Locality:	HELENSVALI	Ė	





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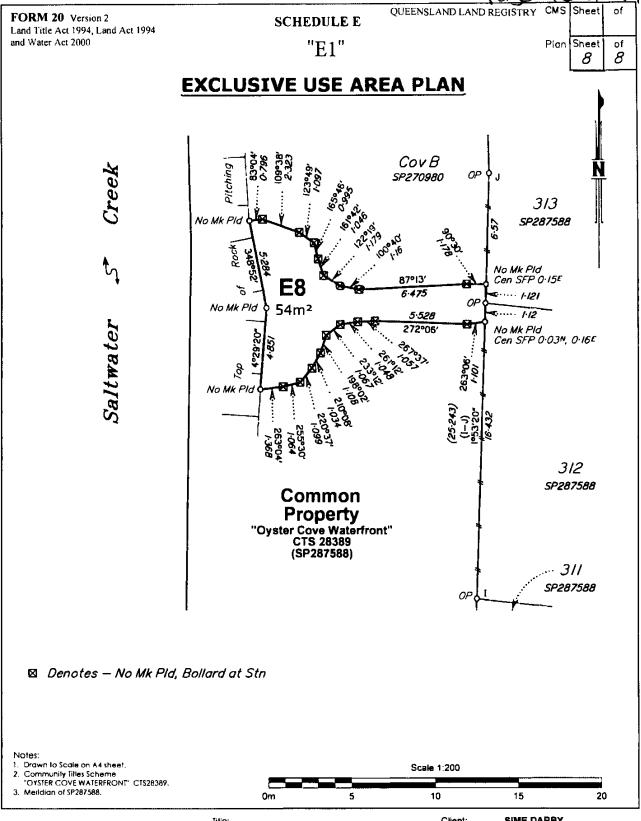
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(SP287588)

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Date Created:	30/11/2016	Scale:	1:200
Surveyed By:	SF	Approved:	SWM
Local Gov:	GCCC	Prepared By:	DJL
Locality:	HELENSVAL	E	





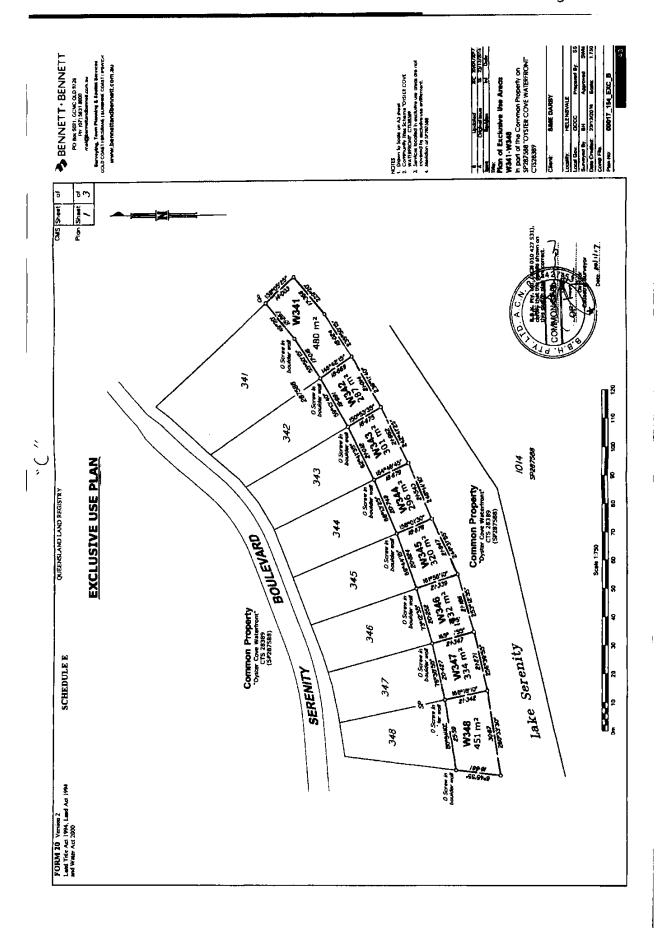
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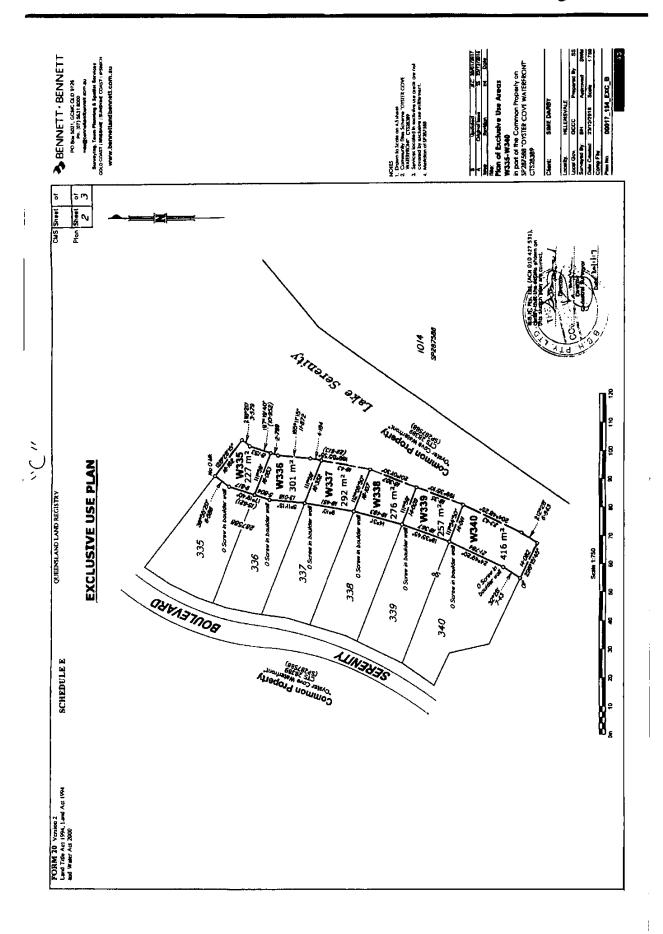
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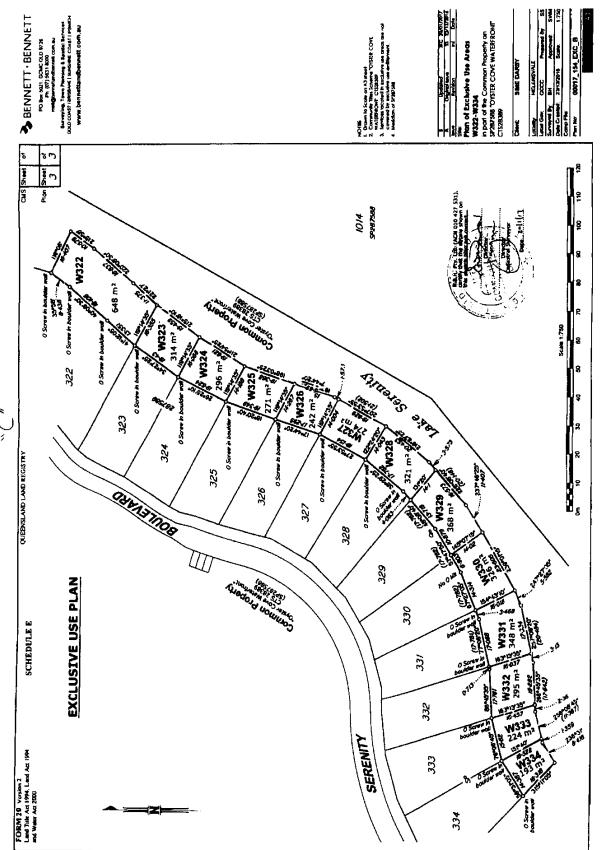
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Comp File:	00017 project		
Plan No:	00017_156_MIS_A		







1 3

PLANNING BODY COMMUNITY MANAGEMENT STATEMENT NOTATION

FORM 18C Version 1

name and designation

Page 1 of 1 Body Corporate and Community Management Act 1997 1. Name of community titles scheme Serenity Shores 2. Reference to survey plan to be lodged with statement (if applicable) **NOT APPLICABLE**

3. Planning body community management statement notation

QUEENSLAND TITLES REGISTRY

GRANT WILLIAM McDONOUGH Authorising Officer COUNCIL: OF THE CITY OF GOLD COAST Planning Body Reference Number: Suc 1 201/354