

17 AUG 2001



McCULLOUGH ROBERTSON

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Success. In business

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16 August 2001

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ABN 42 721 345 951

Dear Michael

**NEW COMMUNITY MANAGEMENT STATEMENT FOR OYSTER COVE
WATERFRONT COMMUNITY TITLES SCHEME**

We refer to our letter of 4 July 2001.

The new Community Management Statement has now registered in the Department of Natural Resources to note the resurvey of Lot 620 on SP 133680 into Lot 705 on SP 136233. We **attach** a copy of the new Community Management Statement as lodged for your records.

Yours sincerely


Andrew Muir
Senior Associate

enclosure
341633/S6

Partners

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David Searles
Brett Heading
Tim Whitney
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NEW COMMUNITY MANAGEMENT STATEMENT

28389

CMS LABEL NUMBER

This statement incorporates and must include the following:

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

1. Name of community titles scheme

'Oyster Cove Waterfront' community title scheme 28389

2. Regulation module

Standard

3. Name of body corporate

Body Corporate for Oyster Cove Waterfront community title scheme 28389

4. Scheme land

Description of Lot	County	Parish	Title Reference
Lot 635 on SP133680	Ward	Coomera	50326522
Lot 705 on SP136233	Ward	Coomera	60326521
Common property of Oyster Cove Waterfront Community Titles Scheme 28389	Ward	Coomera	50326520
Common property of Windchimes Way Community Title Scheme 28541	Ward	Coomera	50328618
Lot 1 to 32 on SP 129432	Ward	Coomera	50328619 to 50328650

5. Name and address of original Owner #

Not applicable

6. Reference to plan lodged with this statement

SP136233

first community management statement only

7. Local Government community management statement notation

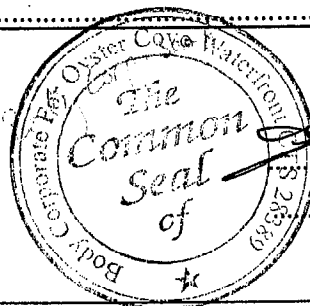
Not applicable pursuant to Section 54(4) of the Body Corporate and Community Management Act 1997 ... signed

.....name and designation

.....name of Local Government

8. Consent by Body Corporate

Execution Date
11/07/01



*Execution
[Signature](Chairman)
[Signature](Secretary)

who certify they are the proper officers to affix the seal

Title Reference
50326522

SCHEDULE A
Schedule of lot entitlements

Lot on Plan	Contribution	Interest
Windchimes Way Community Title Scheme 28541	32	32
Lot 635 on SP133680	60	60
Lot 705 on SP136233	60	60
TOTALS	152	152

Title Reference
50326522

SCHEDULE B

Explanation of the development of scheme land

1. INTRODUCTION

- 1.1 It is proposed that the scheme land will be progressively subdivided by building format plans and/or standard format plans to create separate lots (including a development lot or development lots) and additional common property.
- 1.2 It is intended that the scheme be part of a layered arrangement of community titles schemes. The scheme to which this statement applies is the principal scheme ('Scheme A').
- 1.3 It is intended to develop the Scheme A land in stages.

2. STAGE 1

- 2.1 Stage 1 consisted of the following lots and common property as identified indicatively on the concept plan which is annexure A to this schedule B ('Concept Plan A') -
- (a) Lot 628 on RP889810 (shown on Concept Plan A) which became the common property of Scheme A following registration of Survey Plan SP133680;
 - (b) Lot 636 on SP103348 which was further subdivided into 32 lots and common property following registration of SP129432 to form a subsidiary scheme known as Windchimes Way Community Title Scheme 28541 ('Scheme B'), the body corporate of which is a member of the body corporate for Scheme A along with the owner of the development lots for stage 1; and
 - (c) Lot 635 on SP133680 and lot 620 on SP133680 (both shown on Concept Plan A) are the development lots for Stage 1.

3. DEVELOPMENT LOTS

- 3.1 It is intended to further develop and subdivide any development lot or development lots in the Scheme A from time to time progressively in stages by subdivision into common property and/or lots and that ultimately there will be 10 lots, shown indicatively as stage precincts on the concept plan which is annexure B to this schedule B ('Concept Plan B').
- 3.2 While Concept Plan B shows the intended staged development of the scheme land, it is subject to local government approval and an indicative development plan only and does not purport to accurately specify the location of any building, common property or lots on the scheme land and is not an indication of the boundaries or the number or order of further stages.
- 3.3 Except for the parts of the Scheme A land identified as the Stage 9 precinct and Stage 10 precinct on the Concept Plan B, it is intended that:-
- (a) each stage precinct identified indicatively on Concept Plan B will be further subdivided into lots and common property to form subsidiary schemes and that the bodies corporate for those subsidiary schemes will be members of Scheme A along with the body corporate for Scheme B;
 - (b) each of those subsidiary schemes will be developed in one or more stages.
- 3.4 The development lot shown as Lot 620 on SP133680 on Concept Plan A has been resurveyed into Lot 705 on SP136233 to correctly establish the current waterfront boundaries of that lot and the resurveyed Lot 705 on SP136233 replaces Lot 620 on SP133680 as a development lot.

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4. STAGE 2

- 4.1 It is intended that the proposed Stage 2 precinct land as shown indicatively on Concept Plan B will be further subdivided into residential lots and common property to form a subsidiary scheme ('Scheme C') which will either-
- (a) exist as a separate subsidiary scheme, the body corporate of which will be a member of the body corporate for scheme A along with the body corporate for Scheme B and any other subsidiary scheme body corporate; or
 - (b) be amalgamated with Scheme B to form a new single amalgamated subsidiary scheme, the body corporate of which will be a member of the body corporate for Scheme A.

5. STAGE 7

- 5.1 It is intended that the Stage 7 precinct will be a community facilities area which will be further subdivided into common property for Scheme A and a subsidiary scheme containing commercial lots, the body corporate of which will be a member of Scheme A along with the body corporate for Scheme B and any other subsidiary scheme body corporate.

6. STAGE 8 AND STAGE 9

- 6.1 It is intended that the Stage 8 precinct and the Stage 9 precinct will each be:-
- (a) a separate lot in Scheme A, the Owner of which will be a member of Scheme A and not a subsidiary scheme; or
 - (b) further subdivided into lots and common property to form a subsidiary scheme the body corporate of which will be a member of Scheme A along with the body corporate for Scheme B and any other subsidiary scheme body corporate.

7. STAGE 10

- 7.1 It is intended that the Stage 10 precinct will be -
- (a) a separate lot in Scheme A, the Owner of which will be a member of Scheme A and not a subsidiary scheme; or
 - (b) further subdivided to form a subsidiary scheme, the body corporate of which will be a member of Scheme A along with the body corporate for Scheme B and any other subsidiary scheme body corporate; or
 - (c) excised from Scheme A so that it no longer forms part of Scheme A.

8. COMMON PROPERTY

- 8.1 It is intended that the common property of Scheme A will ultimately include the common property identified indicatively in Concept Plan B. Concept Plan B is indicative only and does not purport to accurately specify the location or area of common property on the scheme land.
- 8.2 It is intended that part of the Scheme B land identified indicatively on Concept Plan B as proposed Principal Scheme common property will become common property for Scheme A.

9. EXCISED LAND

- 9.1 It is envisaged that, in the course of the subdivision and development of Scheme A, parts of the Scheme A land (which may include the areas shown indicatively as areas proposed to be excised out of the scheme in the Concept Plan B) will be dedicated or transferred to the local government or the crown as public road, park or buffer strip and therefore excised from the Scheme A land.

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50326522

9.2 It is intended that the areas of the Scheme A land identified as proposed lots 323 and 384 (identified as part of the areas to be excised from the scheme in Concept Plan B) will be excised out of the Scheme to be separate freehold lots which will not form part of the Scheme.

10. EXISTING BODIES CORPORATE

10.1 It is intended that Champagne Boulevard community titles scheme 22632 and Prosperity Drive community titles scheme 22633 will be invited to amalgamate with Scheme A with the intention that, if the legislation permits, if either or both of those schemes elect to so amalgamate with Scheme A, they will ultimately do so in one of the following ways -

- (a) if both schemes elect to amalgamate with Scheme A, then -
 - (i) they will amalgamate to form new subsidiary scheme the body corporate of which will be a member of Scheme A along with the body corporate for Scheme B and any other subsidiary scheme body corporate; or
 - (ii) each will be a subsidiary scheme, the body corporate of which will be a member of the body corporate for Scheme A along with the body corporate for Scheme B and any other subsidiary scheme body corporate; or
 - (iii) each will amalgamate with Scheme B to form a new subsidiary scheme, the body corporate of which be a member of scheme A along with any other subsidiary scheme body corporate.
- (b) if only one of them elects to amalgamate with Scheme A, -
 - (i) it will be a subsidiary scheme, the body corporate of which will be a member of the body corporate for scheme A alone with the body corporate for scheme B and any other subsidiary scheme body corporate; or
 - (ii) it will amalgamate with scheme B to form a new subsidiary scheme, the body corporate of which will be a member of scheme A along with any other subsidiary scheme body corporate.

11. STAGING AND DEVELOPMENT GENERALLY

11.1 Whilst it is intended to develop the scheme land in a number of stages referred to on the concept plans annexed to this Schedule B circumstances may dictate that a different staging procedure be adopted. There may be a greater or lesser number of stages, a greater or lesser number of lots or parts of the common property created in any particular stage and the order of stages may be altered or completed in another combination and lots or common property may be of a different size to those shown on the concept plans attached to this Schedule B. However, subject to paragraph 7.1(c) and paragraph 10 of this Schedule B, it is intended that the overall development of the scheme land will result in substantially the same number and types of lots and substantially the same kind of development envisaged by this Schedule B and the concept plans annexed to it.

11.2 The concept plans showing the intended development, contained in this community management statement do not accurately fix or specify the location of proposed boundaries, all of which are subject to final survey being undertaken at the completion of all relevant development works to be undertaken on the scheme land.

11.3 The original owner (or any successor or assignee) reserves the right not to proceed with the development of 1 or more further stages and reserves the right to extract and remove any development lot or development lots or part of a development lot from Scheme A in which case a new community management statement will be recorded to amend the description of the Scheme Land and to implement the adjustment of the contribution schedule lot entitlements and interest schedule lot entitlements.

12. NEW COMMUNITY MANAGEMENT STATEMENTS

12.1 It is intended that to implement the creation of lots and common property for further stages and to adjust the interest and contribution schedule of lot entitlements and the exclusive use areas and amend the by-laws, a new community management statement ('CMS') is to be recorded for each stage. Each new CMS to be recorded will differ from the existing statement in schedules A, B, C, D, and E and the annexure plans but only to the extent necessary for the implementation of the development of further stages and allocation of exclusive use areas, if any.

Title Reference
50326522

12.2 It is intended that exclusive use areas be granted to one or more of the lots in subsequent stages of Scheme A and/or any subsidiary scheme and that the original owner (or successor or assignee) may choose to allocate exclusive use areas of common property at the original owner's (or successor or assignee) discretion. The committee will have the authority to give its consent to a new CMS that shows areas of exclusive use of common property attaching to lots in further stages and all subsidiary schemes and amend exclusive use by-laws accordingly.

13. LOT ENTITLEMENTS

13.1 The interest schedule lot entitlements and the contribution schedule lot entitlements for the lots in Stage 1 will be as set out in Schedule A.

13.2 It is intended that upon the development of further stages, the contribution schedule lot entitlements ('CSLE') and the interest schedule lot entitlements ('ISLE') for each further lot in Scheme A will be allocated approximately as follows:

(a) for the lot for the -

- (i) stage 2 precinct - 29 CSLE and 29 ISLE;
- (ii) stage 3 precinct - 56 CSLE and 56 ISLE;
- (iii) stage 4 precinct - 111 CSLE and 111 ISLE;
- (iv) stage 5 precinct - 38 CSLE and 38 ISLE;
- (v) stage 6 precinct - 42 CSLE and 42 ISLE;
- (vi) stage 7 precinct - 10 CSLE and 10 ISLE;
- (vii) stage 8 precinct - 65 CSLE and 65 ISLE;
- (viii) stage 9 precinct - 10 CSLE and 10 ISLE;
- (ix) stage 10 precinct - 82 CSLE and 82 ISLE;

(b) for a development lot or development lots in the scheme from time to time the CSLE will change as the number of lots in subsidiary schemes increases on the completion of each stage and will be calculated so that the then budgeted contribution to be made by the then existing lots (which are not development lots) and the subsidiary schemes to the Scheme A body corporate are not substantially increased. It is intended that on completion of all stages each lot will have a CSLE approximately as referred to in paragraph 13.2(a) of this Schedule B;

(c) the aggregate ISLE for the scheme will be reduced if the Stage 10 precinct is excised from the scheme as anticipated pursuant to paragraph 7.1(c) of this Schedule B.

13.3 It is intended that, if pursuant to Clause 10 of this Schedule B, if Champagne Boulevard Community Titles Scheme 22632 and Prosperity Drive Community Titles Scheme 22633 or either of them elect to amalgamate with Scheme A as a subsidiary scheme or schemes, then:

(a) the CSLE and ISLE allocated for that subsidiary scheme or each of those subsidiary schemes will be equal to 1 CSLE and 1 ISLE for each residential lot in that subsidiary scheme or each of those subsidiary schemes respectively;

(b) the aggregate CSLE and the aggregate ISLE for Scheme A will each be increased by the CSLE and the ISLE allocated for the subsidiary scheme or subsidiary schemes pursuant to Paragraph 13.3(a) of this Schedule B.

14. INTENDED LOT NUMBERS

14.1 Subject to paragraph 11 of this Schedule B and to obtaining any required development approvals, it is intended that the number and type of lots for each further stage of development will be approximately as follows -

- (a) for the Stage 2 precinct - 25 to 35 residential lots;
- (b) for the Stage 3 precinct - 50 to 70 residential lots;
- (c) for the Stage 4 precinct - 140 to 170 residential lots;
- (d) for the Stage 5 precinct - 35 to 55 residential lots;

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50326522

- (e) for the Stage 6 precinct - 40 to 60 residential lots;
- (f) for the Stage 7 precinct - 5 to 10 lots, some of which are for residential use and recreational use and some of which are for commercial use;
- (g) for the Stage 8 precinct - 30 to 50 residential lots;
- (h) for the Stage 9 precinct - 20 to 40 residential lots or 1 to 3 lots for holistic/commercial use;
- (i) for the Stage 10 precinct - 30 to 50 residential lots and/or 150 to 300 hotel rooms/villas and recreational facilities and/or marina facilities.

#237812

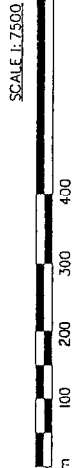
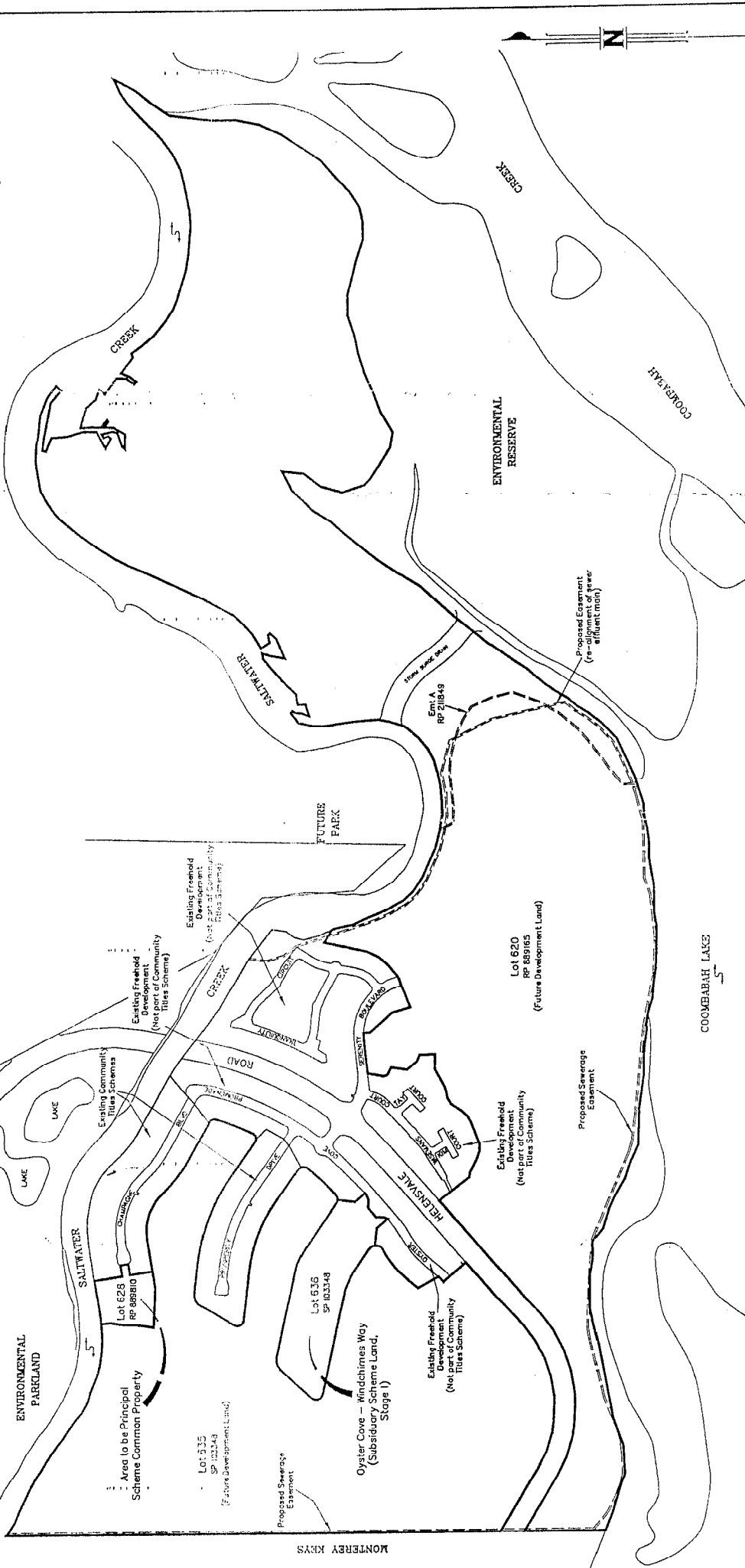


Oyster Cove

HOPE ISLAND GOLF COURSE

ENVIRONMENTAL PARKLAND

OYSTER PARK



NOTES:
1. Tinting Scheme subject to approval by GCCC.



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



Bennett & Bennett
Consulting Surveyors, Development Consultants
& Town Planners

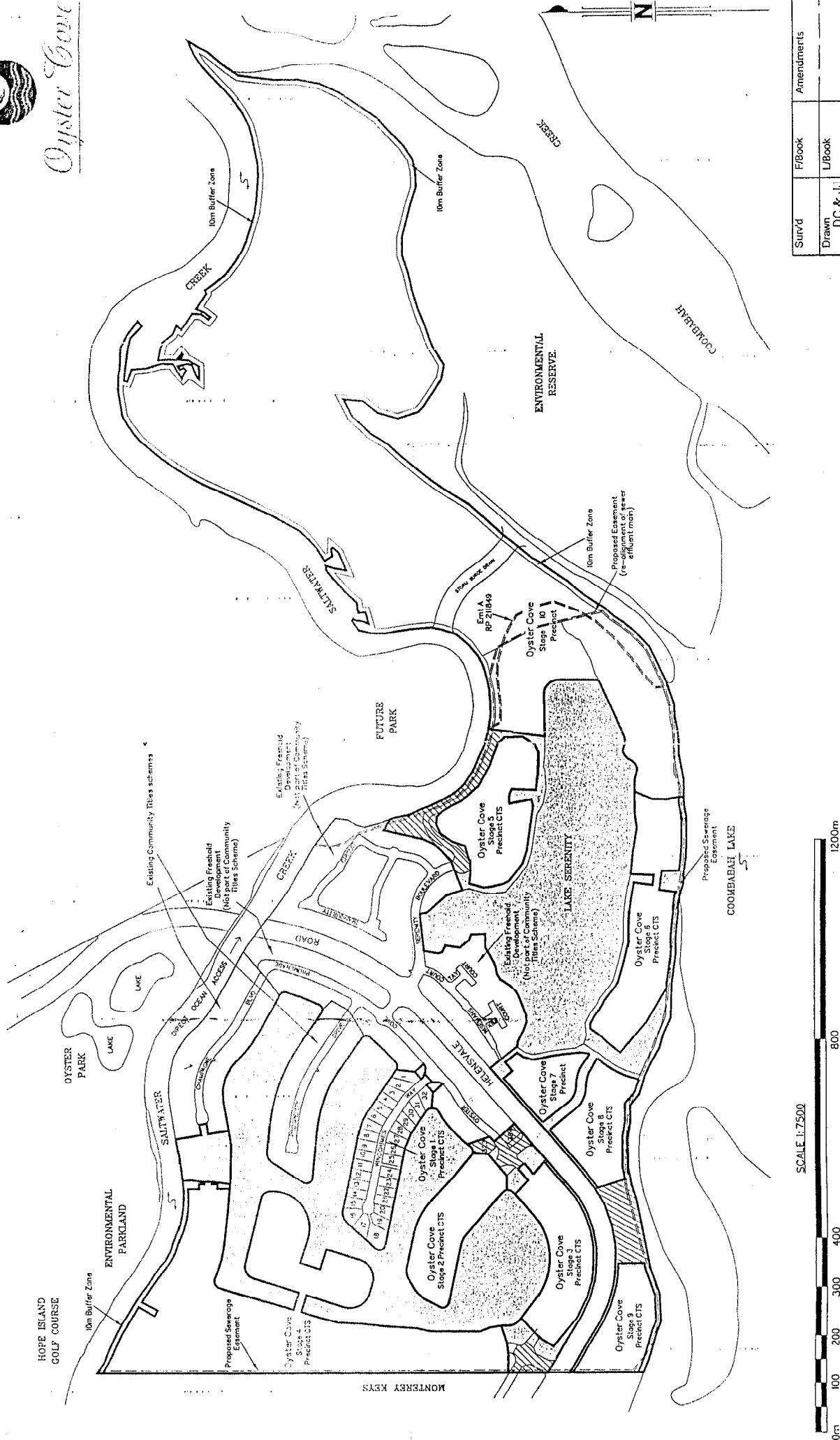
21 Dreamworld Parkway,
Coomera
Ph (07) 5573 6177
Fax (07) 5539 4342
BBH Pty. Ltd. A.C.N. 010 427 531
All mail to: PO Box 5021 G.C.M.C. Qld 9726
email: bennbenn@qldnet.com.au

Scheme Land
& Principal Scheme at
First CMS
"OYSTER COVE"

Surv'd	F/Book	Amendments
Drawn	L/Book	
Parish	County	WARD
COOMERA		
Authorised	Comp File	Rev A - RP89685 Amend G.S 7.0.3.2000
SCALE	20017SKI	PLAN No. 2 'A'
	I: 7500	DATE 7/2/00
JOB No.	00.017.A.422	CLIENT VANWELL P/L



Oyster Cove



Sur/d	F/Book	Amendments
Drawn DC & JJ	L/Book	
Parish COOMERA	County WARD	
Authorised <i>Paul</i>	Comp File 2001/5K5	
SCALE 1:7500	PLAN No. 7	
JOB No. 20.017.A422	DATE 6/3/2000	
CLIENT VANWELL P/L		

Plan of Oyster Cove CTS
Principal Scheme
at Completion.
(Indicative Body Corporate Structure)

Bennett & Bennett
Consulting Surveyors, Development Consultants
& Town Planners
21 Dreamworld Parkway,
Coomera
Ph (07) 5573 6177
Fax (07) 5529 4342

95 Upton Street,
Bundall
Ph (07) 5574 0733
Ph (07) 5574 0202

NOTES:

1. Tinting Scheme & lot layout subject to approval by GCCC.
2. Proposed Principal Scheme common property (indicative only) shown.
3. Proposed Areas to be excised from the scheme.
4. Subsidiary scheme boundaries.



Title Reference
50220087

SCHEDULE C

by-laws

The by-laws are:

1. DEFINITIONS AND INTERPRETATION

Definitions

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

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

'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;

'Fishing Vessel' means a vessel equipped for catching any seafood for wholesale or retail sale;

'Length' means a vessel's maximum overall length including all projections;

'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 including a lot in a Subsidiary Scheme;

'Mooring' means any buoy, pile, dock, wharf, jetty, pontoon or other structure used or to be used for mooring a Vessel;

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

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

'Owner' means an Owner of a Lot;

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

'Private Mooring' means a Mooring situated in or on the Waterway immediately adjacent to the Owner's Lot with the consent of the Body Corporate;

'Recreation Areas' include the following areas, if any, on the Scheme Land -

- (a) swimming pool;
- (b) tennis court;
- (c) barbecue area;
- (d) recreation area and similar areas and facilities.

'Road' means any thoroughfare or carriageway within the common property of the Scheme Land constituted to facilitate the traffic of vehicles usually passing on public roads;

'Scheme' means Oyster Cove Waterfront community titles scheme;

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

'Subsidiary Scheme' means a scheme contained within this Scheme;

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50326522

'Traffic Regulations' means the Traffic Regulations 1962 made pursuant to the Traffic Act 1949 as published from time to time in Queensland Government Gazette;

'Vehicle' has the same meaning as 'vehicle' as defined in the Traffic Act 1949;

'Vessel' has the same meaning as 'vessel' as defined in the Harbours Act of 1955 and includes a sailboard, jet ski and similar pleasure craft but excludes a Fishing Vessel; and

'Waterway' means that part, if any, of the common property which is inundated land and includes a lake or any other body of water within or forming part of the Common Property.

2. USE OF LOTS

2.1 Display Lot

While the 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.

Any signs erected pursuant to by-law 2.1 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.

2.2 Development rights

Notwithstanding any other by-law, The Original Owner -

- (a) is entitled to progressively develop development lots (within the meaning of that term in the community management statement for the scheme);
- (b) while Owner of such a lot, need not comply with any by-law -
 - (i) which is inconsistent with or limits its rights under this by-law; or
 - (ii) the application of which, in the Original Owner's opinion is inappropriate to the development lot while that lot remains undeveloped or during its development.

2.3 No objection

The Original Owner is permitted to use and develop the Common Property for the purpose of developing the Scheme Land. If any damage is caused to the Common Property or anything on the Common Property, the Original Owner will make good the damage at its expense.

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 or on Common Property-

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

2.7 Appearance

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50326522

A Person may not 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 2.1, 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 2 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 Alterations - lot

A Person may not without the prior written consent of the Body Corporate alter gas, water, drainage, septic, sewerage or electrical connections and services to a Lot;

3.2 Alterations - common property

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 Interference - common property

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 Fauna

Each Person must -

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50326522

- (a) take all reasonable steps to preserve the natural fauna within the Scheme Land; and implement sufficient controls over domestic pets to minimise the adverse impact of such pets (particularly cats) on natural fauna.

LANDSCAPE PRESERVATION

3.5 Register

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

3.6 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.

3.7 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.

4. MAINTENANCE/APPEARANCE

4.1 Maintenance

Every Owner must:

- (a) maintain in good condition and repair the exterior of his Dwelling and/or Building 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;
- (d) take all practicable steps to prevent infestation of the Lot by vermin or insects.

5. VEHICLES

5.1 Parking & 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, 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 or Common Property.
- (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,

Title Reference
50326522

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) The 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 designated parking areas and must not obstruct any Common Area or Road; and
- (f) A owner or occupier of a Lot must not permit any occupation of a caravan, camper van or mobile home upon the Lot.

6. INSURANCE & RELATED MATTERS

6.1 Restrictions

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, Building 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.

7. SECURITY

7.1 Common property security

The Body Corporate may arrange and operate a security system to monitor the Common Property.

7.2 Committee responsible

The Committee -

- (a) is responsible for control of the security system; and
- (b) may employ servants, agents or contractors to operate the system.

7.3 Security system

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 the time of use and the 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.

7.4 Security

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;

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- (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.

7.5 Body Corporate Liability

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.

8. GARBAGE COLLECTION

8.1 Owner's duties

Each Owner must:

- (a) except if the Body Corporate provides some other means of disposal of garbage, maintain on the Lot in a clean and dry condition and adequately covered, a receptacle for garbage;
- (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 deodorize the receptacle regularly;
- (d) at all times keep the proper lid (of correct fit) on the receptacle;
- (e) not place or caused 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 and promptly returned to the Lot following collection;
- (h) comply with all local government by-laws and ordinances relating to the disposal of garbage.

8.2 Sludge

For the purpose of by-law 8 '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.

9. NOTICE OF ACCIDENTS/DAMAGE TO PROPERTY

9.1 Notice

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.

10. CONTRACTORS

10.1 No instruction

A Person must not directly instruct any contractors or workmen employed by the Body Corporate unless specifically authorised to do so.

10.2 Body corporate representative

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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.

11. NOTIFICATION OF INFECTIOUS DISEASES

11.1 Notice

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.

11.2 Expenses

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.

12. RULES RELATING TO THE COMMON PROPERTY

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

13. 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.

14. INVITEES

14.1 Compliance with by-laws

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.

14.2 Lessee

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.

15. BY-LAWS TO BE EXHIBITED

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

16. 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 Building or cost of fire insurance or breach a law, but this by-law does not prevent use of barbecues in Lots.

17. OBSTRUCTION

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

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18. MAINTENANCE AND UPGRADING OF SERVICES

18.1 Maintenance

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.

18.2 Payment

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.

18.3 Disconnection

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.

19. BREACHES AND PENALTIES

19.1 Remedy

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 7 days after notice from the Committee requiring the Person to do so.

19.2 Removal

A drunken, idle or disorderly person found in or upon the Common Property may be summarily ejected and removed from the Scheme Land by a security officer or a member of the police force.

19.3 Recovery of costs

- (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 -
 - (i) recovering levies or monies payable to the Body Corporate pursuant to the Act or these by-laws duly levied upon the Owner by the Body Corporate or otherwise pursuant to these by-laws;
 - (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) to 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.

19.4 Recovery of expenditure

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

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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.

20. WATERWAYS

20.1 WATERWAYS AND LAKES

The Waterways, if any, may only be used as follows:

- (a) in the case of lakes and other water bodies not subject to tidal influence or having access to tidal water, only for recreational purposes authorised from time to time by the Body Corporate; and
- (b) in the case of that part of the Waterway which is subject to tidal influence or has access to tidal water, only by Vessels owned or used by owners or occupiers of Lots in the Scheme Land, their invitees and those Vessels which the Body Corporate from time to time allows.

20.2 Interference

A Owner must not -

- (a) dispose of any rubbish, plant, animal or other substance whatsoever in the Waterways;
- (b) dispose of any pollutant chemicals or substance into the Waterways;
- (c) do any thing which will in any way interfere with the water quality of the Waterways or will interfere with any structures in or about the Waterways generally;
- (d) swim, berth a boat or fish in the Waterways except as may be authorised for recreational purposes from time to time by the Body Corporate.

20.3 USE AND CONTROL OF WATERWAYS

The Body Corporate may:

- (a) take any steps and do any acts as it considers necessary for the general benefit and safety of persons, Vessels and property and for the security of any Vessel or the avoidance of any injury or further injury to any person, Vessel or property in or upon or in the vicinity of any Waterway;
- (b) give to the master or Owner of a Vessel or to any person within any Waterway any direction the Body Corporate considers necessary including but without limitation where, in the opinion of the Body Corporate, a Vessel is not securely moored, a direction that the master or Owner of the Vessel remedy the lack of secure mooring forthwith or within such time as the Body Corporate specifies;
- (c) fix time limits for the carrying out of works or maintenance;
- (d) identify areas and places within the Waterway for the purpose of carrying out works or maintenance; and
- (e) restrict those areas, if any, of the Waterways, if any, where a person may swim or dive.

20.4 Mooring of vessels

It will be the responsibility of the Owner or person in lawful possession of a Vessel moored in any Waterway to ensure that:

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

20.5 Fishing vessels

Fishing Vessels will not be allowed in the Waterways.

20.6 Houseboats

- (a) Any Vessel being a houseboat may not be moored in any Waterway without the written consent of the Body Corporate;

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- (b) A Owner and crew of a Vessel must not live or allow any person to live on board the Vessel in the Waterway.

20.7 Restrictions

A Person must not:

- (a) except in relation to an Owner's Private Mooring, moor a Vessel in any Waterway without first obtaining the written consent of the Body Corporate;
- (b) cast, place, leave, or cause to be cast, placed or left, any mooring of whatever kind or description in, upon, on, over, through or across any portion of any Waterway including but without limitation the bottom or bed of any Waterway except to the extent reasonably necessary for a Private Mooring;
- (c) anchor a Vessel in any Waterway in contravention of any prohibition, restriction as to the time of anchoring or other restriction for the time being in force;
- (d) navigate a Vessel in any Waterway at a speed exceeding four (4) knots. A speed of less than four (4) knots must be maintained where necessary or as stipulated to avoid the likelihood of damage to moored Vessels or any hazard or undue inconvenience to the navigation of Vessels. Areas where a speed of less than four (4) knots is required will be identified by the Body Corporate;
- (e) navigate a Vessel carelessly, negligently or recklessly in any Waterway;
- (f) moor or place any Vessel, Vehicle or any other thing in any Waterway so as to impede the use by any person of any part of the Waterway;
- (g) use or interfere with any Mooring or any fitting or appliance on any Mooring for any purpose other than that for which such fitting or appliance is provided;
- (h) undertake maintenance or repairs to any Vessel in any part of the Waterway without the prior consent of the Body Corporate;
- (i) organise any gathering of people or entertain on or in any Waterway or on any Vessel at any time without the permission of the Body Corporate; or
- (j) launch any Vessel into any Waterway except from a properly constructed launching ramp, dock or slipway.

20.8 Failure to comply

Failure by any person to comply with a direction from the Body Corporate or with any part of by-laws affecting the Waterways will allow the Body Corporate to rectify the non-compliance or to take any steps to ensure the person rectifies the non-compliance. The Body Corporate may also:

- (a) give the Person written notice that the Person has not complied with one or more of by-laws and that the Person must rectify the non-compliance forthwith or within a period nominated by the Body Corporate;
- (b) where the non-compliance is a non-compliance with by-law 20.7, with any assistance the Body Corporate requires at the cost of the Person moor, unmoor, anchor or remove the Vessel. The Body Corporate may also cast off or loosen any warp or rope, or unshackle or loosen any chain by which the Vessel is moored or fastened, first putting on board a sufficient number of persons to protect the Vessel where there is no person on board the Vessel; or
- (c) where the non-compliance is a non-compliance with by-law 20.7(b), remove the mooring and restore the site to the former condition at the cost of the Person.

20.9 Boatsheds

Boatsheds are not permitted on any Waterway.

20.10 Boat ramps

A Person must not:

- (a) use any boat ramp except for the purpose of launching or retrieving a Vessel;
- (b) drive or stand a Vehicle onto or upon any boat ramp except for the purpose of launching or retrieving a Vessel;

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- (c) moor, place or anchor a Vessel within the approach fairway to any boat ramp so as to be likely to obstruct its use by any other person;
- (d) obstruct or impede the use of any boat ramp by any other person;
- (e) carry out maintenance or repairs to a Vessel on any boat ramp;
- (f) carry out maintenance or repairs to a Vessel in the approach fairway to any boat ramp. This by-law does not apply to repairs or maintenance of an emergency nature where to move the Vessel from its position is likely to result in damage to the Vessel, to any other Vessel or injury to any person; or
- (g) take onto or drive on any boat ramp any Vehicle the wheels of which are not fitted with rubber tyres. Any Vehicle permitted by this by-law to be taken onto or driven on any boat ramp that exceeds 3 tonnes in the aggregate including the mass of any load, trailer or boat being towed by the Vehicle must have approval from the Body Corporate before using the boat ramp.

20.11 Launching and retrieval

A person must complete the launching or retrieving of a Vessel as quickly as possible.

20.12 Construction of private moorings

A Person must not construct, modify or vary a Mooring situated or to be situated in or on any part of the Waterway without receiving the Body Corporate's prior written approval. An approval will only be given where a Mooring is situated or is to be situated in or on that part of the Waterway immediately adjacent to an Owner's Lot.

20.13 Application

Written applications to the Body Corporate, must:

- (a) be accompanied by two copies of the plans and specifications of the proposed Mooring or modifications or variations proposed to an existing approved Mooring; and
- (b) such other particulars as the Body Corporate may from time to time require.

20.14 Decision

After the Body Corporate has considered an application it must approve the application (conditionally or unconditionally) or disapprove the application. If the Body Corporate requires additional information before it can make a decision, the Body Corporate must write to the Owner asking for the additional information.

20.15 Guidelines

The Body Corporate will not approve an application where the application is:

- (a) inconsistent with the following guidelines:
 - (i) no jetties will be permitted;
 - (ii) the only type of pontoon permitted will be a strut, walkway and cable moored pontoon;
 - (iii) if piles are required for any such pontoon then those piles must consist of a plastic outer case filled with concrete;
 - (iv) all such concrete piles must be in situ and driven into the seabed to a minimum of 3 metres;
 - (v) no pontoon shall be under 5 metres in length;
 - (vi) no pontoon shall be constructed of fibreglass or timber;
 - (vii) no steel drums or hollow flotation system shall be permitted;
 - (viii) no split pin securing on moveable components shall be permitted;
 - (ix) the decking for a pontoon must consist of concrete of 50mpa;
 - (x) all pontoons must be designed and constructed so as to sit level in the water;
 - (xi) all pontoons and walkways must be in accordance with 1.5kpa live load;
 - (xii) carpets must be polypropylene UV stabilised;
 - (xiii) decking must be a minimum of 80mm thick concrete;
 - (xiv) measures must be undertaken to ensure that no deck distortion occurs;
 - (xv) handrails and walkways must be double handrails with a minimum width of 1,200mm;

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- (xvi) flotation systems must be solid systems only with strong outer flexible protective coating. No polyurethane or fibreglass coating will be permitted;
 - (xvii) handrails must be box section marine aluminium and no tubular steel or timber handrail will be permitted;
 - (xviii) all fixing on moveable items (eg walkway to revetment wall/walkway to pontoon) must be tamper proof;
 - (xix) construction of any board walk must be carried out only by a registered builder and only in accordance with Australian standards;
 - (xx) approval must be obtained from any relevant authority;
- (b) inconsistent with any other guidelines issued by the Body Corporate for the design of Moorings before the application is made; or
- (c) the Mooring proposed to be constructed or the proposed modifications or variations of an existing Mooring are not consistent with other Moorings used or to be used by other Owners of the Scheme Land or in the Waterways generally.

20.16 Conditional approval

Where the Body Corporate approves an application conditionally the conditions may include but are not limited to:

- (a) submission of additional plans and specifications or such other information required by the Body Corporate;
- (b) changes being made to any of the items or information included in the application;
- (c) completion of construction, modification or variation of the Mooring within a reasonable time, with the time being specified in the approval; and
- (d) payment by the Owner to the Body Corporate of a bond of such amount determined by the Body Corporate having regard to the level of extent of the construction modification or variation proposed, to be held by the Body Corporate as security for the Owner, carrying out the construction modification or variation in accordance with the Body Corporate's approval and any damage caused by the Owner or by the Owner's contractors servants agents or employees. The Body Corporate may use the bond to reimburse the Body Corporate at any time for any expenses incurred by the Body Corporate or for any damage caused by the Owner or the Owner's contractors servants agents or employees.

20.17 Construction

Where approval (conditional or unconditional) has been given the Owner or the Owner's contractors servants agents or employees must, unless the application is at any time withdrawn, construct, modify or vary the Mooring in accordance with the approval. When the construction, modification or variation is complete the Owner must notify the Body Corporate. The Body Corporate will, following an inspection of the Mooring, notify whether the construction, modification or variation is in accordance with the Body Corporate's approval. Where the construction, modification or variation is not in accordance with the Body Corporate's approval the Body Corporate must give the Owner written notice requiring the non-compliance to be rectified within a specified period.

20.18 Rectification

Where the non-compliance referred to in the previous by-law is not rectified within the period referred to in the notice the Body Corporate may with all necessary workmen rectify the non-compliance at the expense of the Owner.

20.19 Non-waiver

The approval of the Body Corporate to any construction, modification or variation of a Mooring will not constitute a waiver of any right to approve conditionally or disapprove any similar construction modification or variation subsequently or additionally submitted for Body Corporate approval.

20.20 Use of a private mooring

An Owner or Occupier who has a Private Mooring must -

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- (a) not use the Private Mooring for any purpose except the mooring of a Vessel or any other purpose specifically authorised by the Body Corporate from time to time;
- (b) register and maintain the registration of any Vessel intended to be moored at the Private Mooring from time to time if it is required by law to be registered;
- (c) keep the Private Mooring neat and tidy, free of litter, rubbish, bottles and drying clothes;
- (d) always securely lock and secure a Vessel while it is at the Private Mooring;
- (e) not store flammable liquids or dangerous materials on a Vessel or at a Private Mooring other than in the tank of the vessel;
- (f) effect and maintain proper and adequate marine insurance of any Vessel and public liability insurance in relation to any Vessel;
- (g) ensure that only 1 Vessel is moored at the private mooring at any one time;
- (h) ensure that any Vessel to be moored at the Private Mooring does not extend past the projected boundary lines of the Private Mooring;
- (i) ensure that there is no movement of a Vessel to be moored at the Private Mooring between the hours of 10.00pm and 6.00am unless such movement can be undertaken with minimal noise and disturbance to others;
- (j) ensure that any navigation lights or navigation marks required by the Body Corporate are erected or placed on the Private Mooring at the owner's cost as so directed by the Body Corporate;
- (k) at the owner's cost maintain the Private Mooring in good order and repair.

20.21 Use of a private mooring by Owner's Invitee

- (a) An Owner who has a Private Mooring may, subject to the Body Corporate's approval, allow his invitee to use his Mooring for the mooring of the invitee's Vessel for short periods as approved by the Body Corporate;
- (b) To obtain the Body Corporate's approval, the Owner will provide the following information about the invitee's Vessel:
 - (i) name and address of the Owner and the Owner's invitee;
 - (ii) length and draught of the Vessel;
 - (iii) registered number and name (if applicable) of the Vessel;
 - (iv) location of the Mooring;
 - (v) length of time sought for the temporary use of the Mooring; and
 - (vi) such other particulars as the Body Corporate may from time to time require;
- (c) The Body Corporate may approve (conditionally or unconditionally) or disapprove the use of a Mooring by an Owner's invitee.

20.22 Fire fighting equipment

Any Vessel using the Waterways must be equipped by the Owner or master with fire fighting equipment prescribed by regulations made under *The Queensland Marine Act of 1958* for the class of that Vessel.

20.23 Safety

Nothing in these by-laws will be taken, read or construed so as to limit or effect the power of the Body Corporate to do or refrain from doing any act, matter of thing for the purpose of securing the safety of life, Vessels or any property in any Waterway. Without limiting the generality of the foregoing, the Body Corporate may from time to time close or restrict the use of any part or parts of any Waterway for any works therein.

20.24 Defence to certain breaches

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

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20.25 Lock

Where any lock forms part of the Common Property all Owners and Occupiers must ensure -

- (a) that the lock is operated only by an adult Owner or occupier over the age of 15 years;
- (b) that the Owner or Occupier exercise caution at all times when using the lock and do not behave in any manner that is likely to interfere with the use and enjoyment of the lock by other persons;
- (c) that the lock is used in a proper manner and in accordance with the operating instructions applying to the use of the lock;
- (d) that the lock is used only in accordance with the rules made by the Body Corporate for the use of the lock from time to time which rules may include the issue of access devices including the payment of a deposit or fee.

20.26 Revetment wall

- (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 without the written consent of the Body Corporate and any other approval required by law.
- (b) A Person must promptly notify the 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 other Lots or Common Property caused by that person's improper alteration, defacing or damage to such a revetment wall on a Lot or Common Property.
- (d) Subject to by-law 20.26(c), the Body Corporate -
 - (i) will be responsible for the supply, or engagement of another person to supply, cleaning, maintenance, repair and replacement services in relation to any such revetment wall forming part of a Lot or Common Property;
 - (ii) must ensure that any such 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 in particular any Waterway;
 - (iii) is entitled to such reasonable access to a Lot or Common Property to maintain and replace such a revetment wall to ensure that a revetment wall is maintained in a structurally sound condition in accordance with this by-law 20.26.

21. ROADS

21.1 Adoption of the Traffic Regulations, 1962

The Roads will, subject to these by-laws, only be used in accordance with the Traffic Regulations which will be read with and as forming part of these by-laws.

21.2 Modification of the Traffic Regulations, 1962

For the purpose of these by-laws, references to the Traffic Regulations will be read as follows:

- (a) reference to 'Commissioner', 'District Superintendent', 'Superintendent' and 'Director-General of Transport' will be read as references to the Body Corporate provided that where such references occur in or with reference to the Schedule in Part 13 of the Traffic Regulations, those terms will be read as having the meanings they bear therein;
- (b) omit Regulations 3, 4 (1) (b), 16 (2), 16 (3), 58, 59, 90 (b) (5), 90 (b) (6), 90 (c), 92 (a), 92 (b), 92 (c), 103 to 120, 127 to 142, 144 (b) and 161 to 184;
- (c) in regulation 4 (1) (e), insert the definitions for 'Road', and 'Body Corporate' set out in these by-laws;
- (d) in regulation 13 (1), replace 'the public' with 'road users';
- (e) reference to 'the public' shall be read as references to 'road users'; and
- (f) in regulations 149 and 149A, replace 'lawful authority' with 'authority of the Body Corporate'.

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21.3 Private roads

The Roads are private roads the use of which is restricted to Vehicles owned or used by any Owner, Occupier, their invitees and any Vehicles the Body Corporate from time to time allows.

21.4 Use and control of roads

A person may only drive a Vehicle on a Road where at that time the person is lawfully entitled to drive that Vehicle on a road as defined in the *Traffic Act 1949* and the Vehicle is insured against liability to third parties for personal injuries and property damage.

21.5 Bicycle

A person may use a bicycle, scooter or other non motorised or non electric recreational vehicle on a Road.

21.6 Traffic rules

Any authorised user of the Roads must at all times observe the prescribed speed limits, obey traffic signs (which will be in accordance with the traffic devices prescribed by the *Traffic Act 1949* and the Traffic Regulations) and operate Vehicles, bicycles, scooters or other non motorised or non electric recreational vehicles in a proper and safe manner.

21.7 Speed limit

The maximum allowable speed upon the Roads shall be 40 kilometres per hour.

22. RECREATION AREAS

22.1 Times for use of Recreation Areas

The Recreation Areas must not be used between the hours of 10.00pm and 7.00am or such other hours as agreed to by the Committee.

22.2 Rules for use of Recreation Areas

All Owners and Occupiers of Lots when making use of the Recreation Areas must ensure -

- (a) that invitees and guests do not use the same or any of them unless the Owner or Occupier or another Owner or Occupier accompanies them;
- (b) that children below the age of 13 years are not in or around the same unless accompanied by an adult Owner or Occupier exercising effective control over them;
- (c) that the Owner or Occupier and invitees of the Owner or Occupier exercise caution at all times and do not behave in any manner that is likely to interfere with the use and enjoyment of the same by other Persons;
- (d) if congestion is experienced in the use of the recreation areas, the Committee may arrange for the implementation of systems for mutual benefit of all Owners and Occupiers of Lots in the Scheme Land;
- (e) all users of the Recreation Areas must be suitably attired and must observe a dress code suitable for the occasion.

22.3 Barbecue Area

Owners, Occupiers and any other authorised users may use any barbecue area and associated facilities which may be located on the common property subject to compliance with the following rules -

- (a) the area is only to be used between the hours of 7.00am and 10.00pm or such other time as the Committee may determines;
- (b) the area is not to be used so as to create a nuisance or disturbance to others and in particular -
 - (i) all sound systems, musical instruments and the like are to be controlled so that sound arising from them is reasonable and does not cause annoyance to others;
 - (ii) food, cigarette butts, papers and other items must be deposited in an appropriate rubbish receptacle and not be littered about the area;
 - (iii) there is to be no offensive language;

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- (c) cooking appliances and appurtenances must be used in a proper manner and turned off according to the operating instructions and all such appliances and appurtenances are to be thoroughly cleaned after use.

23. GST

23.1 Definition

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.

23.2 Payment

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.

24. EXCLUSIVE USE AREAS

The Original Owner may allocate the exclusive use of a part of the Common Property ('Area') to a Lot or Subsidiary Scheme nominated in writing by the Original Owner to the Body Corporate. When the allocations are made they will be identified in Schedule E. The Owners of such Lots -

- (a) are entitled to only use the Area for the purposes as nominated in Schedule E;
- (b) at their own expense keep the Area clean and tidy'
- (c) are responsible for the maintenance and operating costs of the area.

The grant of exclusive use and enjoyment of an area 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. Interpretation

25.1 Generally

- (a) In these by-laws, except to the extent that the context otherwise requires:
- (i) the singular includes the plural and vice versa;
- (ii) 'person' includes a natural person, each other kind of legal entity and an unincorporated association;
- (iii) reference to a statute or any other law is a reference to the statute or law.
- (b) clause headings will be disregarded in the interpretation of these by-laws.

25.2 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 effecting the continued operation of the remainder.

Title Reference
50220087

SCHEDULE D

Other details required/permitted by the regulation module to be included

1. To facilitate the progressive development of the Oyster Cove Waterfront Community Titles Scheme, as described in schedule B, 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 Oyster Cove Waterfront Community Titles 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) the 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 thereof, connections for sewerage, gas, electricity, telephone, fibre optics or any other lawful service 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 work.
3. In exercising the rights set out in item 1 and item 2 above, the Owner of the development lot (or lots) will use endeavours reasonably available so as not to unreasonably interfere with occupier's use and enjoyment of the lots and common property.

Title Reference
50220087

SCHEDULE E

Description of lots allocated exclusive use areas of common property

Details of lots allocated exclusive use areas of common property are as follows:

Nil