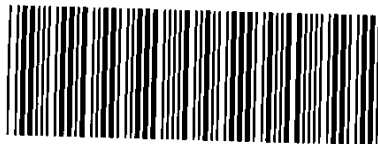


GENERAL REQUEST



721327867

Duty Imprint

60

\$96.00

09/12/2021 14:41

GC 470

1. Nature of request

Request to record New Community Management
Statement for Oyster Cove Waterfront Community
Titles Scheme 28389

Lodger (Name, address, email & phone number)

MBA Lawyers
PO Box 398
Varsity Lakes QLD 4227
E-mail: tessa@mba-lawyers.com.au
Tel: 07 5539 9688 Ref: TCJ:2103789

Lodger

Code

GC38

2. Lot on Plan Description

Common Property of Oyster Cove
Waterfront Community Titles Scheme
28389

Title Reference

50326520

3. Registered Proprietor/State Lessee

Body Corporate for Oyster Cove Waterfront Community Title Scheme 28389

4. Interest

Fee Simple

5. Applicant

Body Corporate for Oyster Cove Waterfront Community Title Scheme 28389

6. Request

I hereby request that the New Community Management Statement deposited herewith which amends Schedule A – Lot Entitlements, Schedule B – Explanation of the development of the scheme, Schedule C - By-laws and Schedule E – Executive Use of the existing Community Management Statement be recorded as the Community Management Statement for Oyster Cove Waterfront Community Titles Scheme 28389

7. Execution by applicant

8/12/21
Execution Date

Tessa Louise Calver-James

Applicant's or Solicitor's Signature

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

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 Titles Scheme 28389

2. Regulation module

Standard Module

3. Name of body corporate

Body Corporate for Oyster Cove Waterfront Community Titles Scheme 28389

4. Scheme land

Lot on Plan Description

Title Reference

See Enlarged Panel

5. #Name and address of original owner

Not applicable

6. Reference to plan lodged with this statement

SP287593

first community management statement only

7. Local Government community management statement notation

Not applicable pursuant to section 60(6) of the Body Corporate and Community Management Act 1997

.....Signed

.....Name and designation

.....Name of Local Government

8. Execution by original owner/Consent of body corporate

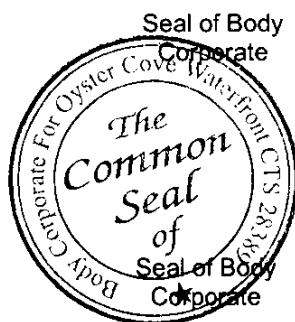
GAVIN SKINNER

Execution Date

24 / 11 / 2021

Execution Date

24 / 11 / 2021



G. Skinner G. Skinner

Committee Member

*Body corporate to execute for a new community management statement

KIM OAVIS

K. Oavis

Chairperson/Secretary

*Body corporate to execute for a new community management statement

Privacy Statement

Collection of this information is authorised by the Body Corporate and Community Management Act 1997 and is used to maintain the publicly searchable registers in the land registry. For more information about privacy in DNRM see the Department's website.

ENLARGED PANEL**4. Scheme land**

Scheme Land Description of Lot	Title Reference
Common Property of Oyster Cove Waterfront Community Titles Scheme 28389	50326520
Common Property of Windchimes Way Community Titles Scheme 28541	50328618
Lots 1 to 32 on SP129432	50328619 to 50328650
Common Property of Sabrina Avenue Community Titles Scheme 29728	50370270
Lots 401 to 429 on SP145321	50370271 to 50370299
Common Property of Pearl Bay Community Titles scheme 30248	50392679
Lots 501 to 505 on SP146952	50392680 to 50392684
Lots 506 to 513 on SP149195	50397024 to 50397031
Lots 514 to 546 on SP149218	50399469 to 50399501
Lots 547 to 554 on SP149195	50397032 to 50397039
Lots 555 to 560 on SP146952	50392685 to 50392690
Common Property of Calmwater Shores Community Titles Scheme 30203	50389686
Lots 601 to 619 on SP149174	50389687 to 50309705
Lots 620 to 642 on SP151348	50407677 to 50407699
Lots 643 to 649 on SP149174	50389706 to 50389712
Lots 650 to 664 on SP157615	50436033 to 50436047
Lots 665 to 675 on SP161702	50462385 to 50462395
Lots 676 to 681 on SP157615	50436048 to 50436503
Lots 682 to 690 on SP166412	50476808 to 50476816
Lots 691 to 716 on SP168246	50490196 to 50490221
Lots 717 to 720 on SP166412	50476817 to 50476820
Lots 721 to 722 on SP157615	50436054 to 50436055
Common Property of Serenity Shores Community Titles Scheme	50476406 & 51091228
Lots 238 to 258 on SP159254	50476407 to 50476427
Lots 259 to 262 on SP164199	50485964 to 50485967
Lots 263 to 274 on SP159254	50476428 to 50476439
Lot 275 on SP211889	50732616
Lots 277 to 291 on SP159254	50476442 to 50476456
Lots 301 to 314 on SP287588	51091229 to 51091242
Lots 335 to 348 on SP287588	51091243 to 51091256
Lots 315 to 334 on SP287589	51091259 to 51091278
Common Property of Serenity Waters Gold Coast Community Titles Scheme 54112	51243688
Lots 1 to 18 on SP287590	51243689 to 51243706
Lots 19 to 43 on SP287591	51243723 to 51243747
Lots 44 to 66 on SP287592	To issue
Lots 67 to 80 on SP287593	To issue
Lot 1015 on SP287593	To issue
Lot 7 on SP235718	51237177
Lot 8 on SP235718	51237178
Lot 9 on SP235718	51237179

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Windchimes Way Community Titles Scheme 28541	32	32
Sabrina Avenue Community Titles Scheme 29728	29	29
Pearl Bay Community Titles Scheme 30248	60	60
Calmwater Shores Community Titles Scheme 30203	122	122
Serenity Shores Community Titles Scheme	102	102
Serenity Waters Gold Coast Community Titles Scheme 54112	110	110
Lot 7 on SP235718	1	1
Lot 8 on SP235718	1	1
Lot 9 on SP235718	1	1
TOTALS	458	458

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 The scheme is part of a layered arrangement of community titles schemes. The scheme to which this statement applies is the principal scheme being Oyster Cove Waterfront Community Titles Scheme 28389 ("**Scheme A**"). the subsidiary schemes at the date of this statement are:
 - (a) Windchimes Way Community Titles Scheme 28541;
 - (b) Sabrina Avenue Community Titles Scheme 29728;
 - (c) Pearl Bay Community Titles Scheme 30248;
 - (d) Calmwater Shores Community Titles Scheme 30203; and
 - (e) Serenity Shores Community Titles Scheme.
- 1.3 It is intended to develop the Scheme A land in stages.

2. DEVELOPMENT LOTS

- 2.1 Subject to paragraph 3.2, 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 to 13 lots, shown indicatively as stage precincts on the concept plan which is Annexure A to this Schedule B ("**Concept Plan A**").
- 2.2 While Concept Plan A 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.
- 2.3 Except for the parts of Scheme A land identified as Stage 9 precinct and Stages 10 to 12 precinct on the Concept Plan A, it is intended that:
 - (a) each stage precinct identified indicatively on Concept Plan A 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; and

- (b) each of those subsidiary schemes will be developed in one or more stages.

3. STAGE 5

- 3.1 The Stage 5 Precinct Land as shown indicatively on Concept Plan A has been further subdivided into lots and common property forming a subsidiary scheme known as Serenity Shores Community Titles Scheme ("**Scheme F**").
- 3.2 Subject to local government approval, it is intended that as an alternative to the configuration of the stage precincts in Concept Plan A the ultimate configuration of the stage precincts will, at the discretion of the original owner (or successor in title) be indicatively as shown on the concept plan which is Annexure B to this Schedule B ("**Concept Plan B**").
- 3.3 If paragraph 3.2 applies, it is intended that the stage precinct shown indicatively as Stage 12 Precinct CTS on Concept Plan B will be developed in one of the following ways at the discretion of the original owner (or successors in title):
 - (a) as part of an expanded community titles scheme to Scheme F so that the scheme land for Scheme F is expanded to include the land for Stage 12 Precinct CTS as shown indicatively on Concept Plan B to be further developed in one or more stages by registering building format plans and/or standard format plans and community management statements to create additional lots and common property forming part of Scheme F;
 - (b) as a separate community titles scheme as a subsidiary scheme of Scheme A to then be amalgamated with Scheme F to create a new amalgamated community titles scheme as a subsidiary scheme the body corporate of which will be a member of Scheme A; or
 - (c) as a separate community titles scheme to form a subsidiary scheme the body corporate of which will be a member of Scheme A along with the body corporate for any other subsidiary scheme.
- 3.4 If paragraph 3.3(a) or 3.3(b) applies that part of the common roadway within Scheme F which is common property of Scheme A will be converted to common property of:
 - (a) Scheme F, if paragraph 3.3(a) applies; or
 - (b) the new amalgamated subsidiary scheme if clause 3.3(b) applies.
- 3.5 It is intended that the body corporate for Scheme F will be granted exclusive use of part of the common property of Scheme A shown as the 10 metre buffer zone adjacent to Scheme F on Concept Plan A.
- 3.6 It is intended that the body corporate for Scheme A and/or the body corporate for Scheme F acquire the rights to a seabed lease over part of Saltwater Creek adjacent to Scheme F for the purposes of securing for the use of lots in Scheme F adjacent to Saltwater Creek an area for the construction of marina berths adjacent to each of those lots for the exclusive use of those lots.

4. STAGE 7

- 4.1 It is intended that 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 and/or residential lots, the body corporate of which will be a member of Scheme A along with the body corporate for any other subsidiary scheme and which may form part of a further layer or layers of subsidiary scheme or schemes the bodies corporate of which will be members of the subsidiary scheme created for the Stage 7 precinct.

5. STAGES 8 AND 9

- 5.1 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 bodies corporate for any other subsidiary scheme and which may form part of a further layer or layers of subsidiary scheme or schemes the bodies corporate of which will be members of the subsidiary scheme created for the Stage 8 precinct and Stage 9 precinct.

6. STAGES 10, 11 AND 12

6.1 Subject to paragraph 3.2, it is intended that the Stage 10 to 12 precinct on Concept Plan A will be:

- (a) a separate lot or separate lots in Scheme A, the owner or owners of which will be members of Scheme A and not a subsidiary scheme; or
- (b) further subdivided to form a subsidiary scheme or subsidiary schemes, the bodies corporate of which will be members of Scheme A along with the bodies corporate for any other subsidiary scheme and which may form part of a further layer or layers of subsidiary scheme or schemes the bodies corporate of which will be members of the subsidiary scheme created for the Stage 10 precinct; or
- (c) excised from Scheme A so that it no longer forms part of Scheme A.

7. COMMON PROPERTY

- 7.1 It is intended that the common property of Scheme A will ultimately include the common property identified indicatively in Concept Plan A. Concept Plan S is indicative only and does not purport to accurately specify the location or area of common property on the scheme land.
- 7.2 At the date of this Statement, the common property for Scheme A is the common property identified as such on Survey Plans SP133680, SP129432, SOP145319, SP145320, SP149174, SP151348, SP157615, SP159254, SP164199, SP168246 and SP287588.

8. EXCISED LAND

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 A) 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.

9. EXISTING BODIES CORPORATE

- 9.1 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 a new subsidiary scheme the body corporate of which will be a member of Scheme A along with the body corporate for Scheme B and/or Scheme C 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/or Scheme C and any other subsidiary scheme body corporate; or
 - (iii) each will amalgamate with Scheme B and/or Scheme C 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.

- (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 along 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.

10. STAGING AND DEVELOPMENT GENERALLY

- 10.1 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 the Schedule B. However, subject to paragraph 6.1(c) and paragraph 9 of this Schedule B, it is intended that the overall development of the scheme land will result in substantially the same kind of development envisaged by this Schedule B and the concept plans annexed to it. The original owner (or any successor or assignee) may in its absolute discretion, subject to the original owner (or any successor or assignee) obtaining any required development approvals, decide on the variations to the staging and development generally.
- 10.2 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 recent development works to be undertaken on the scheme land.
- 10.3 The original owner (or any successor or assignee) reserves the right not to proceed with the development of one 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.

11. NEW COMMUNITY MANAGEMENT STATEMENTS

- 11.1 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.
- 11.2 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 by-laws accordingly.
- 11.3 The original owner may elect, as an option to exclusive use, that access licences be granted to Lot 1014 on SP287588 (or any development lot(s) subdivided from Lot 1014 on SP287588) over the common property and that the original owner (or any successor or assignee) may in its absolute discretion prepare and request access licences be granted from the body corporate from time to time. The committee will have the authority to give its consent to the licences.

12. LOT ENTITLEMENT

- 12.1 The interest schedule lot entitlements and the contribution schedule lot entitlements for the lots currently are as set out in Schedule A.
- 12.2 Subject to clause 12.3, 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 (shown as a stage precinct on the concept plans) in Scheme A will be allocated approximately as follows:
- (a) One CSLE and one ISLE for each ultimate lot developed or to be developed within the stage precinct;
 - (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 equal to the number of intended lots for each stage precinct as referred to in clause 13.1 of this Schedule B; and
 - (c) The aggregate CSLE and ISLE for the scheme will be reduced if the Stage 10 precinct is excised from the scheme as anticipated pursuant to paragraph 6.1(c) of this Schedule B.
- 12.3 It is intended that if, pursuant to paragraph 3.2 of this Schedule B, Scheme F is expanded into or amalgamated with the Stage 12 precinct land as shown indicatively on Concept Plan B, then the CSLE and ISLE allocated to that expanded or amalgamated scheme will be equal to one CSLE and ISLE for each residential lot in that expanded or amalgamated scheme.
- 12.4 It is intended that, pursuant to paragraph 9 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 the subsidiary scheme or each of those subsidiary schemes will be equal to one CSLE and one ISLE for each residential lot in that subsidiary scheme or each of those subsidiary schemes respectively; and
 - (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 12.4(a) of this Schedule B.

13. INTENDED LOT NUMBERS

Subject to clause 10 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 illustrated by Concept Plan C.

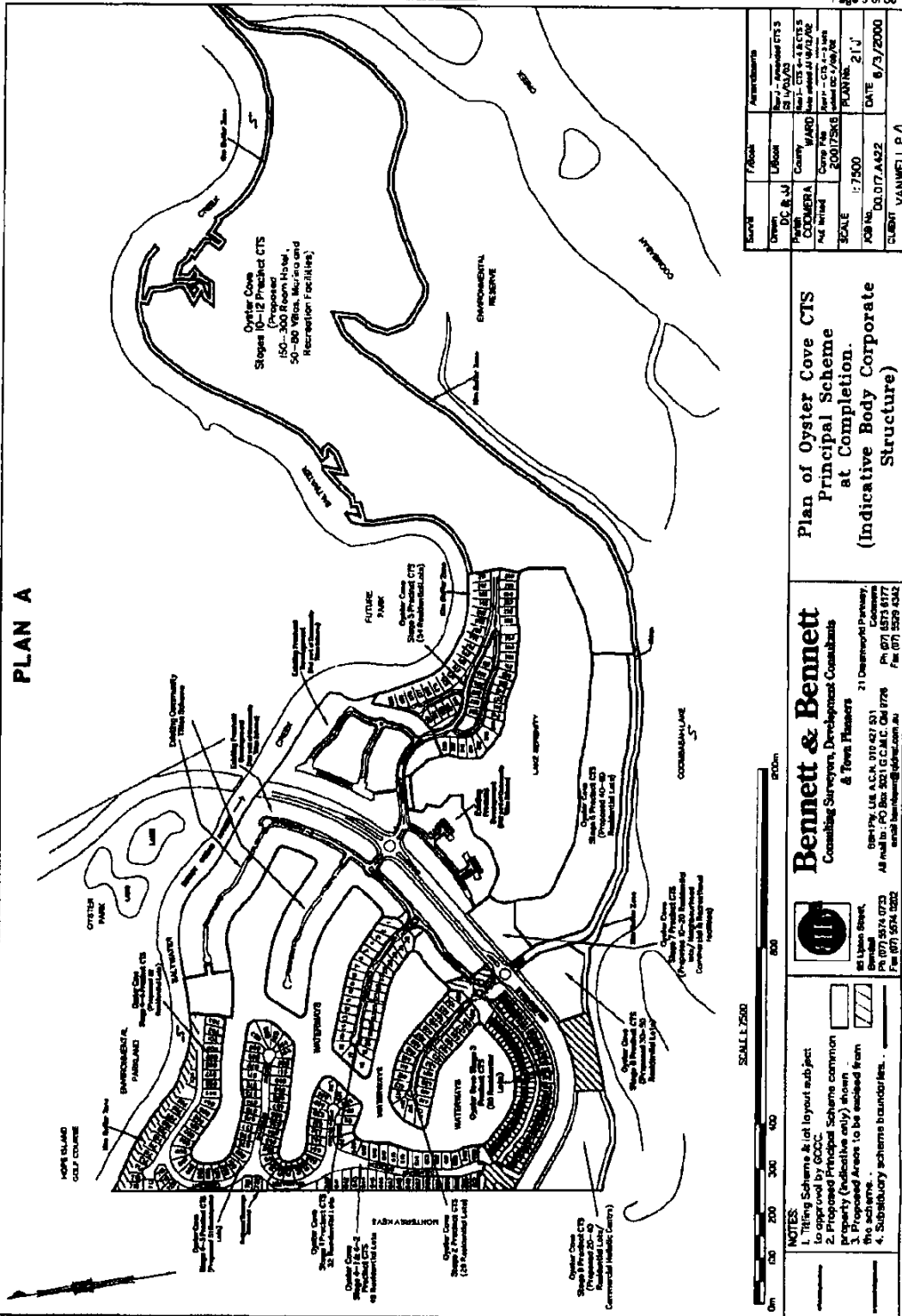
14. COMMON PROPERTY ALLOCATION FOR FUTURE DEVELOPMENT

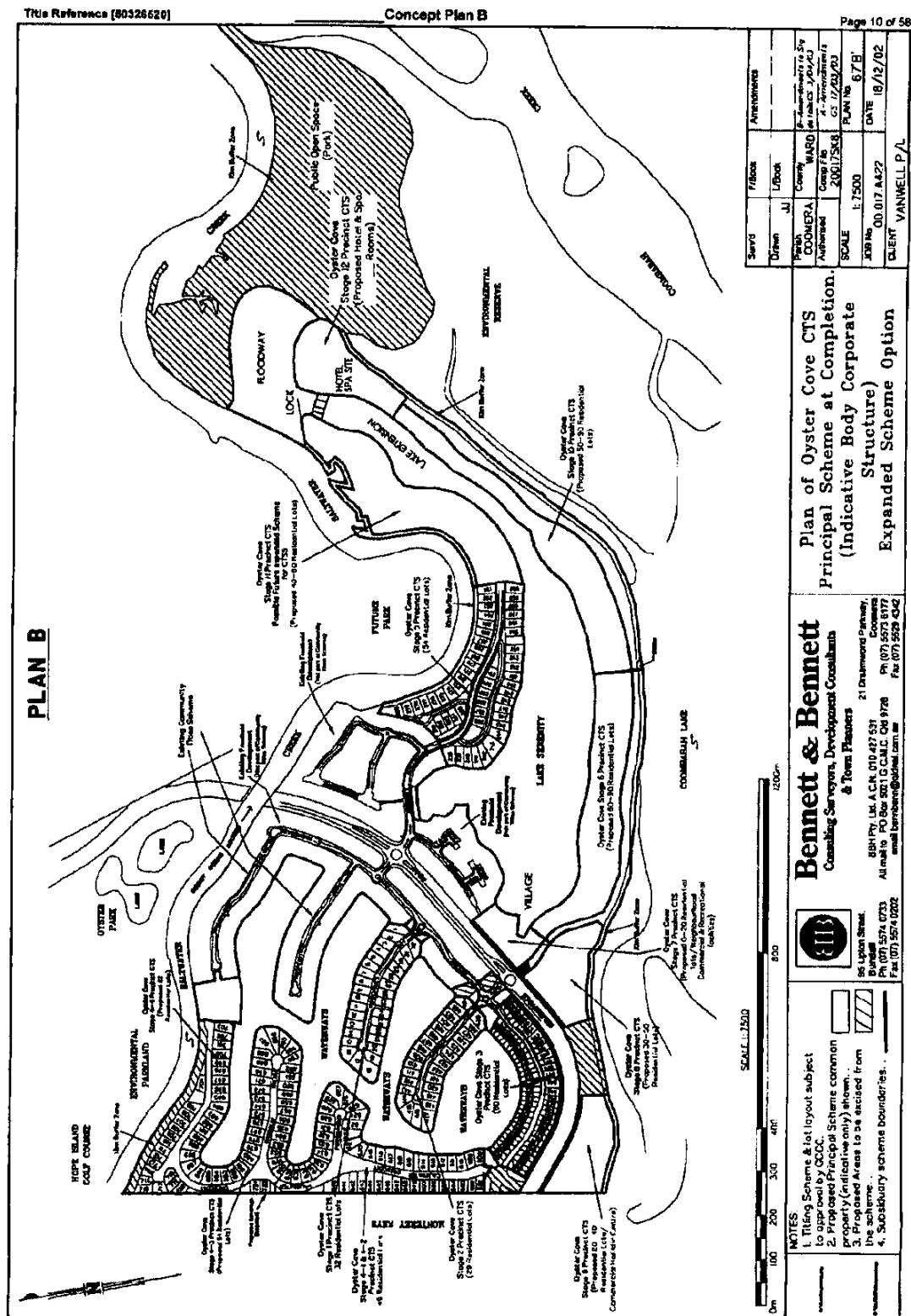
The original owner will use its best endeavours to ensure any future common property created in the development will form part of subsidiary schemes created and this includes but is not limited to roads, utility infrastructure and private parks.

Title Reference [50326520]

Concept Plan A

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SCHEDULE C BY-LAWS

The by-laws are:

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*;

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, in 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 28389;

Scheme Land means the land comprised in the Scheme;

Subsidiary Scheme means a scheme contained within this Scheme;

Traffic Regulations means the *Traffic Regulations 1962* made pursuant to the *Traffic Act 1949* as published from time to time in the 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 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 Common Property that will interfere with the enjoyment of a Lot or the Common Property by others.

2.7 Appearance

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 two (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:

- (a) take all the reasonable steps to preserve the natural fauna within the Scheme Land; and
- (b) 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, ringbark, cut down, top, lop, remove or destroy any trees, plants or other growing thing or landscaping (collectively "**Landscaping**") on the Scheme Land (whether or not identified in the register); or
- (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 a 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 practical steps to prevent infestation of the Lot by vermin or insects.

5. VEHICLES

5.1 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, 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, semitrailer, 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;
 - (iii) 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) An Owner or Occupier of a Lot must not permit any occupation of a caravan, campervan or mobile home upon the Lot.

6. INSURANCE AND 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 Responsibility

The Committee:

- (a) is responsible for control of the security system; and
- (b) may employ servants, agents or contractors or 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;
- (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 any approval at any time;
- (c) grant a conditional approval for access to any part of the Common Property and without limitation may only 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; and
- (d) where the Body Corporate incurs additional costs for security services for the benefit of an Owner or Occupier (or a tenant, employee, agent or invitee of such Owner or Occupier) of a particular Lot or Lots, the Committee will be entitled to recover, and the Owner of the relevant Lot or Lots must pay within seven (7) days of demand, the cost of providing those services and the Committee will be entitled to recover the amount so expended as a debt from the Owner of the Lot.

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 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 that 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 return to the Lot following collection; and
- (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 and 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 come 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

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.

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. BREACH 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 seven (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 a 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 cost 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 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 the 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 Inference

An Owner must not:

- (a) dispose of any rubbish, plant, animal or other substance whatsoever in the Waterways;
- (b) dispose of any pollutant chemicals or substances 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; and
- (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 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;
- (e) restrict those areas, if any, of the Waterways, if any, where a person may swim or dive; and
- (f) impose restrictions on the types of Vessels using a Waterway and/or any device or apparatus connected with a Waterway, for example, without limitation, a lock. Without limiting the generality of this by-law 20.3, the Body Corporate may impose restrictions on Vessel type, length, beam and draft.

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; and
- (b) An 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 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 wrap 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;
- (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 three (3) tonnes in the aggregate including the mass of any load, trailer or boat being lowered 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.

20.12A Installation of Dry Docks

- (a) A Person must not install a dry dock without the Body Corporate's prior written approval, which approval must be applied for in accordance with provisions of by-law 20.13.
- (b) Any proposed dry dock must:
 - (i) not exceed a length of six (6) metres;
 - (ii) float level and not higher than the Mooring it is attached to;
 - (iii) not exceed the perimeter of the Mooring it is attached to;
 - (iv) not encroach on any neighbouring Mooring;
 - (v) not be used for the purpose of housing any Vessel containing a fixed superstructure.
- (c) Without limiting by-law 20.13, a Person seeking the Body Corporate's approval for the installation of a dry dock must provide the Committee with the following documentation:
 - (i) a project plan detailing the works to be completed and the expected commencement and completion dates of the works; and
 - (ii) evidence that the proposed dry dock complies with any applicable Australian Standard or regulation or any standard determined to be appropriate by the Committee.
- (d) The Committee may also request further documentation should it think necessary to properly consider and evaluate the Person's application to install a dry dock.
- (e) The style and colour of any proposed dry dock must not offend the general amenity of the Waterway.
- (f) The Person agrees to maintain the dry dock in a clean and tidy manner and accepts full responsibility for its insurance and upkeep.
- (g) Without limiting the generality of by-law 2.3, the Person agrees not to run or flush the motor of any Vessel moored on the dry dock between the hours of 6:00pm and 7:00am.
- (h) The Committee will only consider an application to install a dry dock when all necessary documentation has been provided by the Person to the Committee or the Body Corporate manager appointed by the Body Corporate from time to time.
- (i) A Person may not commence the installation of the dry dock until final Committee approval is granted. Such approval must be in writing and may contain conditions the Committee deem appropriate.
- (j) The Person who applies for the installation of a dry dock indemnifies the Body Corporate for any loss or damage suffered as a result of damage to Common Property.

20.13 Application

Written applications to the Body Corporate must:

- (a) be accompanied by two (2) 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.

The Body Corporate may engage professional consultants which the Body Corporate determines necessary to give the Body Corporate advice on an application including but not limited to consultants such as architects and engineers to review plans, specifications and other information relating to the application. A Person making an application must pay the reasonable costs to the

Body Corporate of engaging such a consultant or consultants to review an application within seven (7) days of a request by the Body Corporate.

20.14 Decisions

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 in the Waterway west of Helensvale Road, except in relation to the main jetty/pontoon structure adjacent to the Pearl Bay Community Titles Scheme 30248;
- (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 three (3) metres;
- (v) no pontoon shall be under five (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;
- (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 movable items (e.g. walkway to revetment wall/walkway to pontoon) must be tamper proof;
- (xix) construction of any boardwalk 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;
 - (xxi) a pontoon must not be, nor house, an air dock of any type;
 - (xxii) a "sea pen" which sits level in the water to enable a boat to be moored dry without being lifted from the water and which is not aesthetically displeasing or obstructive and does not encroach on any other moorings may be permitted provided that no chemicals or other substance may be placed in a "sea pen" that may interfere with water quality in a Waterway or be harmful to the environment in any way.
- (b) only a timber jetty structure will be permitted in the Waterway on the frontage to the Lots in the Serenity Shores Community Titles Scheme or in that same Waterway adjacent to Land which is outside this Scheme (where a jetty or pontoon does not already exist as at 30 June 2005) and such jetties must be consistent with the following guidelines:
- (i) jetties must be constructed of timber decking;
 - (ii) the deck must have maximum dimensions of seven (7) metres long by three (3) metres wide and have hardwood decking, kickboard and fascia;
 - (iii) the walkway must not be more than four (4) metres long and no more than 1.5 metres wide.
 - (iv) the support frame must consist of aluminium channels or RHS members bolted to reinforced concrete piles;
 - (v) all piles must be concrete in an outer plastic case;
 - (vi) the design of any proposed jetty must be certified by a suitably qualified structural engineer;
 - (vii) measures must be undertaken to ensure that no deck distortion occurs;
 - (viii) construction of a jetty must be carried out only by a registered builder and only in accordance with Australian standards; and
 - (ix) approval must be obtained from any relevant authority.
- (b)(A) upon the Waterway known as "Lake Serenity" converting to a locked tidal Waterway by-law 20.15(b) shall be deemed deleted and by-laws 20.1 to 20.25 shall apply (excluding by-law 20.15(b)) to all locked tidal Waterways;
- (c) inconsistent with any other guidelines issued by the Body Corporate for the design of Moorings before the application is made; or
- (d) 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 or extent of the construction modification or variation proposed, to be held by the Body Corporate as a 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 damaged 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:

- (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 while it is at the 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 any Vessel to be moored at the Private Mooring does not extend past the projected boundary lines of the Private Mooring;
- (h) 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;

- (i) 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; and
- (j) at the Owner's cost maintain the Private Mooring in good order and repair.

20.21 Use of 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 Waterway must be equipped by the Owner or master with firefighting 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 affect the power of the Body Corporate to do or refrain from doing any act, matter or 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 provide 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.

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; and

- (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 use may include a requirement that an Owner or Occupier enter into an agreement between the Owner or Occupier and the Body Corporate which governs the issuing of access devices for access to any lock by Owners or Occupiers, 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 of 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 Common Property;
 - (ii) must ensure that any such revetment wall on 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; and
 - (iii) is entitled to such reasonable access to a Lot or Common Property to maintain and replace such a revetment wall to ensure that revetment wall is maintained in a structurally sound condition in accordance with this by-law 20.26.

20.27 Maintenance of Buffer Strip

- (a) An Owner or Occupier must not alter, deface or damage any stabilisation works or vegetation on any part of the 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 bounding any water course including Saltwater Creek and Coombabah Creek whether above or below the high water mark ("**Buffer Strip**").
- (b) An Owner or Occupier must promptly notify the Body Corporate of any damage to or defect in such Buffer Strip.
- (c) An Owner or Occupier must pay for any damages caused to any part of the Buffer Strip or to other lots of Common Property by the improper alteration, defacing or damage to those areas by an owner, occupier or an invitee of an Owner or Occupier.
- (d) Subject to by-law 20.27(c), the 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 standards lawfully required by the relevant authority from time to time.

20.28 Licences for Use of Waterway

Pursuant to Section 111(4) of the *Body Corporate and Community Management (Standard Module) Regulations 1997* the Body Corporate may grant a lease or licence for any term including in excess of three (3) years over part of the Common Property forming a Waterway to the owner from time to

time of land outside the Scheme but adjacent to a Waterway in a form and content approved by the Committee and the Body Corporate's then legal advisor and such lease or licence:

- (a) may permit the owners from time to time of that land to:
 - (i) construct a pontoon or jetty on the Waterway consistent with the guidelines for such a structure contained in these by-laws; and
 - (ii) to access and use a Waterway consistent with the rights of use prescribed for Lot Owners under these by-laws;
- (b) may contain such other terms as the Committee and the Body Corporate's legal adviser determines necessary and/or expedient.

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) References 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".

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; and
- (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 determine;
- (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; and
- (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; and
- (b) **Primary Payment** means any payment or consideration given by the 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 or 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 - MOORING BERTH AREAS**

Each Lot Owner or Occupier for the time being of a Lot identified in Schedule E shall be entitled to the exclusive use and enjoyment for themselves and their licensees of the respective mooring berth areas identified on the plans attached to Schedule E. A Lot Owner or Occupier of a Lot having exclusive use and enjoyment of a mooring berth area must:

- (a) keep the mooring berth areas in a clean and tidy condition;
- (b) only use the mooring berth areas for the purpose of the construction of approved private moorings in accordance with these by-laws and for the mooring of a Vessel in accordance with these by-laws;
- (c) not use the mooring berth areas so as to create a nuisance or disturbance to other Lot Owners or Occupiers of Lots in the Scheme.

25. **EXCLUSIVE USE - BUFFER STRIP - SERENITY SHORES**

The Body Corporate for Serenity Shores Community Titles Scheme ("**Serenity Shores**") shall be entitled to the exclusive use and enjoyment for itself and its licensees of that part of the Common Property forming a buffer strip between Saltwater Creek and Serenity Shores as referred to and identified in Schedule E ("**Buffer Strip**") for the purpose of access to Saltwater Creek and to any mooring berth and/or pontoon lawfully constructed on Saltwater Creek for use by such lots within Serenity Shores as nominated by the Body Corporate of Serenity Shores from time to time on the basis that:

- (a) the exclusive use rights granted under this by-law are subject to by-law 20.27;
- (b) the Body Corporate for Serenity Shores may on-grant exclusive use and/or special privilege rights in relation to lots in Serenity Shores which immediately adjoin the Buffer Strip subject to the obligations under these by-laws;
- (c) the Owner or Occupier must not alter, deface, damage, remove or interfere with any works or vegetation on any part of the Buffer Strip;
- (d) the Owner or Occupier must notify the Body Corporate immediately of any damage to or defect in the Buffer Strip;
- (e) the 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, damage, removal for an interference with any works or vegetation by an Owner, Occupier or an invitee of an Owner or Occupier;
- (f) the Body Corporate for Oyster Cove Waterfront Community Titles Scheme 28389 will be responsible for maintaining the Buffer Strip in accordance with any approved management plan and in accordance with all lawful requirements of any relevant authority from time to time

and the Body Corporate may access the Buffer Strip at any time for inspection and maintenance purposes;

- (g) the Buffer Strip must be maintained for environmental purposes and no works may be undertaken except with the prior written consent of the Body Corporate and all relevant authorities;
- (h) the Buffer Strip must not be used so as to create a nuisance or disturbance to other Owner Occupiers.

26. EXCLUSIVE USE - MOORING BERTH AREAS SERENITY SHORES

The Body Corporate for Serenity Shores Community Titles Scheme shall be entitled to the exclusive use and enjoyment for themselves, lot owners in Serenity Shores and their licensees of the respective mooring berth areas identified in Schedule E. The Body Corporate for Serenity Shores may on-grant exclusive use and/or special privilege rights in relation to lots in Serenity Shores which immediately adjoin the mooring berths subject to the obligations under these by-laws. Serenity Shores Community Titles Scheme must:

- (a) keep the mooring berth areas in a clean and tidy condition;
- (b) only use the mooring berth areas for the purposes of the construction of approved private moorings in accordance with these by-laws and for the mooring of a Vessel in accordance with these by-laws;
- (c) not use the mooring berth areas so as to create a nuisance or disturbance to other Lot Owners or Occupiers of Lots in the Scheme.

27. EXCLUSIVE USE - BUFFER STRIP - SERENITY SHORES

The Body Corporate for Serenity Shores Community Titles Scheme ("**Serenity Shores** ") shall be entitled to the exclusive use and enjoyment for itself and its licensees of that part of the Common Property forming a buffer strip between Saltwater Creek and Serenity Shores as referred to and identified in Schedule E ("**Buffer Strip**") for the purposes of passive recreational activities and access to any mooring berth and/or pontoon lawfully constructed on Saltwater Creek for use by such lots within Serenity Shores as nominated by the Body Corporate of Serenity Shores from time to time on the basis that:

- (a) the exclusive use rights granted under this by-law are subject to by-law 20.27;
- (b) the Body Corporate for Serenity Shores may on-grant exclusive use and/or special privilege rights in relation to lots in Serenity Shores which immediately adjoin the Buffer Strip subject to the obligations under these by-laws;
- (c) the Owner or Occupier must not alter, deface, damage, remove or interfere with any works or vegetation on any part of the Buffer Strip;
- (d) the Owner or Occupier must notify the Body Corporate immediately of any damage to or defect in the Buffer Strip;
- (e) the 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, damage, removal for an interference with any works or vegetation by an Owner, Occupier or an invitee of an Owner or Occupier;
- (f) the Body Corporate for Oyster Cove Waterfront Community Titles Scheme 28389 will be responsible for maintaining the Buffer Strip in accordance with any approved management plan and in accordance with all lawful requirements of any relevant authority from time to time and the Body Corporate may access the Buffer Strip at any time for inspection and maintenance purposes;

- (g) the Buffer Strip must be maintained for environmental purposes and no works may be undertaken except with the prior written consent of the Body Corporate and all relevant authorities;
- (h) the Buffer Strip must not be used so as to create a nuisance or disturbance to other Owner Occupiers.

28. EXCLUSIVE USE - MOORING BERTH AREAS SERENITY WATERS GOLD COAST

The Body Corporate for Serenity Waters Gold Coast Community Titles Scheme shall be entitled to the exclusive use and enjoyment for themselves, lot owners in Serenity Waters Gold Coast Community Titles Scheme and their licensees of the respective mooring berth areas identified in Schedule E. The Body Corporate for Serenity Waters Gold Coast Community Titles Scheme may on-grant exclusive use and/or special privilege rights in relation to lots in Serenity Waters Gold Coast which immediately adjoin the mooring berths subject to the obligations under these by-laws. Serenity Waters Gold Coast Community Titles Scheme must:

- (a) keep the mooring berth areas in a clean and tidy condition;
- (b) only use the mooring berth areas for the purposes of the construction of approved private moorings in accordance with these by-laws and for the mooring of a Vessel in accordance with these by-laws;
- (c) not use the mooring berth areas so as to create a nuisance or disturbance to other Lot Owners or Occupiers of Lots in the Scheme.

29. INTERPRETATION

29.1 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 or 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.

29.2 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 affecting the continued operation of the remainder.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED 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.

SCHEDULE E	DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY
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Details of the lots allocated exclusive use areas of common property are as follows:

Lot Number	Purpose	Exclusive Use Area
Windchimes Way Community Titles Scheme 28541	Mooring Berth	Area M3 as shown on the plan marked C
Sabrina Avenue Community Titles Scheme 29728	Mooring Berth	Area M2 as shown on the plan marked B
Pearl Bay Community Titles Scheme 30248	Mooring Berth	Area M1 as shown on the plan marked A
Calmwater Shores Community Titles Scheme 30203	Mooring Berth	Area M4 as shown on the plan marked D
	Mooring Berth	Area M5 as shown on the plan marked F
	Mooring Berth	Area M6 as shown on the plan marked H
	Mooring Berth	Area M7 as shown on the plan marked I
	Boat Ramp	Area BR1 as shown on the plan marked I
Serenity Shores Community Titles Scheme	Buffer Strip - access	Area M8 as shown on the plan marked J
Serenity Shores Community Titles Scheme	Buffer Strip - passive recreation and access	Area E1 - E8 as shown on the plan marked K
Serenity Shores Community Titles Scheme	Mooring Berth	Area W1 - W3 as shown on the plan marked L
Serenity Waters Gold Coast Community Titles Scheme	Mooring Berth	Area W4, W4A, W5, W6, W7, W8, W9 as shown on the plan marked M
		Area W10 as shown on the plan marked as N

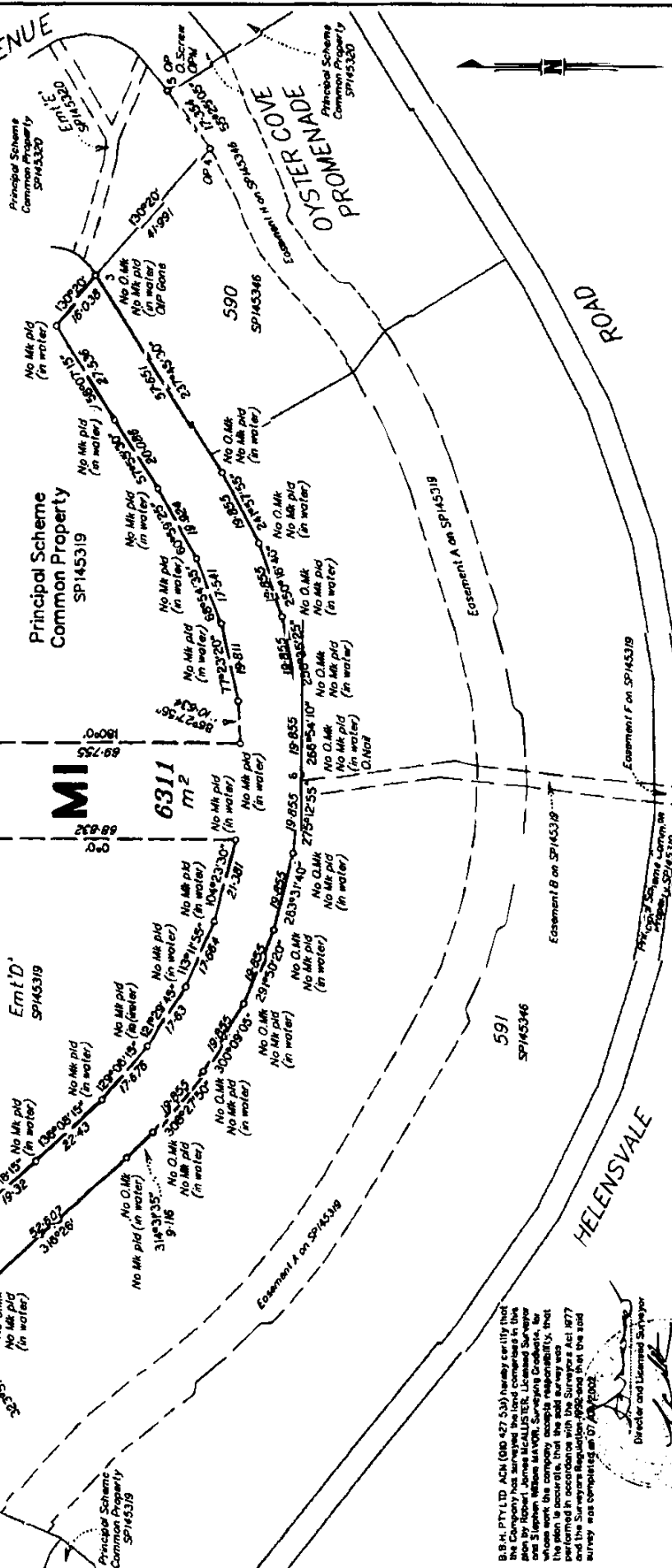
CALM WATER
CRESCENT

PLAN A

"OYSTER COVE WATERFRONT" CTS 28389"

PERMANENT MARKS			
PM	ORIGIN	BEARING	DIST. NO.
5-OPM	17/SP145346	63°08'50"	40.164 144387

REFERENCE MARKS			
STN	TO	ORIGIN	BEARING DIST.
1	O. Screw in Rd	21/SP145319	224°44'40" 6.485
3	OP	26/SP145319	354°18'35" 18.888
5	O. Screw in Rd	18/SP145320	74°43' 10.232
6	O. Nail in path	24/SP145319	136°56'35" 2.927



Survey	SWM	File/Book	Amendments
Drawn	U/Book	U/Book	'B' Area M1 amended GS 14/02/2002
Check	COOMERA	County	'A' Area M1 amended DJ 28/1/2002
Authorised	Comp File	21122EX11	
SCALE	1:1000	PLAN No.	PLAN No. 6'B'
JOB No.	01.122.A422	DATE	07/01/02
CLIENT	Fish Developments Pty Ltd		

Plan of Exclusive Use Area M1
in part of the Common Property of
'OYSTER COVE WATERFRONT' CTS 28389

Bennett & Bennett
Consulting Surveyors, Development Consultants
& Town Planners

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mailto:info@bennettandbennett.com.au

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Fax (07) 5573 5342

96 Lipson Street,
Brisbane
Ph (07) 5574 0733
Fax (07) 5574 0702

NOTES:

- Drawn to Scale on A3 sheet
- Meridian of SP145319
- Community Titles Scheme - "OYSTER COVE WATERFRONT CTS 28389"
- Title Reference - 50326520

B.B.N. PTY LTD ACN (010 427 531) hereby certify that the Company has surveyed the land comprised in this plan by Robert James McCallum B.Sc. Licensed Surveyor and that the survey has been completed in accordance with the plan is accurate, that the survey was performed in accordance with the Surveyors Act 1977 and the Surveyors Regulation 1995 and that the said survey was completed on 07 July 2002.

Robert James McCallum
Director and Licensed Surveyor

Done: 7/1/02

PLAN B

"OYSTER COVE WATERFRONT CTS 28389"

Principal Scheme
Common Property
SP145319M2
8464 m²

AVENUE

PROPERTY

SABRINA

Principal Scheme
Common Property
SP145319

PERMANENT MARKS

PM	ORIGIN	BEARING	DIST	NO
29-OPM	16/SP145320	150°02'10"	29.049	144387

No Mark Plotted (in water) at stns 2 - 25.

No Mark Plotted (in water) at stns 1, 27 & 32 - 57.

STN	TO	ORIGIN	BEARING	DIST
1	REVIEWMENT WALL	4/TS166784	91°00'55"	2.809
27	REVIEWMENT WALL	59/TS166784	194°40'30"	2.605
29	O.D./H IN	16/SP145320	174°29'15"	8.074
30	O.D./H IN	17/SP145320	128°22'11"	9.656
36	O.D./H IN	30/SP145319	193°03'30"	7.19
41	O.D./H IN	26/SP145319	225°22'11"	21.59
54	O.D./H IN	27/SP145319	72°27'10"	9.446
55	REVIEWMENT WALL	7/TS166784	46°30'30"	2.75
			57°36'30"	2.603

B.L.B. PTY LTD. A/CN (010 427 531) hereby certify that the Company has surveyed the land comprised in this plan and that the survey was conducted in accordance with the provisions of the Survey Act 1977 and the Survey Regulations 1978 and that the said survey was completed on 28/12/2002.

On 28/12/2002
Director
B.L.B. PTY LTD.

SCALE 1:1000



NOTES:

1. Drawn to Scale on A3 sheet
2. Meridian of SP145321
3. Community Titles Scheme... "OYSTER COVE WATERFRONT CTS 28389"
4. Title Reference... 50326520



Bennett & Bennett

Consulting Surveyors, Development Consultants
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BBH Pty. Ltd. A.C.N. 010 427 531
All mail to: PO Box 5021 G.C.M.C. Qld 9726
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21 Dreamworld Parkway,
Coopers Plains
Ph (07) 5573 6177
Fax (07) 5528 4342

Plan of Exclusive Use Area M2
in part of the Common Property of
'OYSTER COVE WATERFRONT' CTS 28389

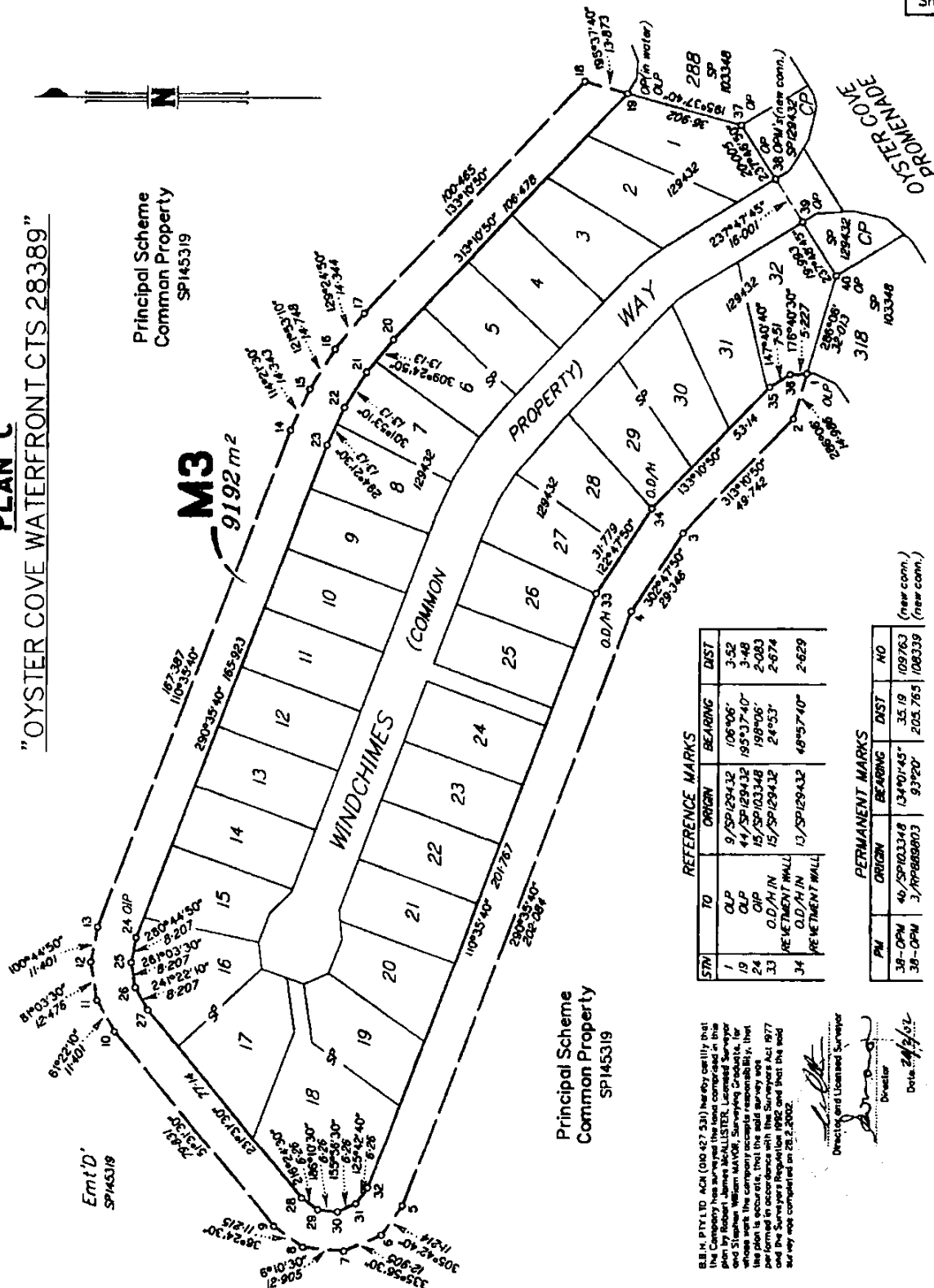
Surv'd	SWM	F/Book	Amendments
Drawn	DJ	L/Book	
Parish	COOMERA	County	WARD
Authorised		Comp File	20017EX1
SCALE	1:1000	PLAN No.	48
JOB No.	00.017.A422	DATE	28.2.2002
CLIENT	VANWELL PTY LTD		

PLAN C

"OYSTER COVE WATERFRONT CTS 28389"

Principal Scheme
Common Property
SPI45319

M3

9192 m²

STN	TO	ORIGIN	BEARING	DIST
1	CLP	9/SP/29432	106°06'	3.32
19	CLP	44/SP/29432	195°37'40"	3.48
24	CLP	15/SP/103348	198°06'	2.083
33	CLP	15/SP/29432	24°53'	2.674
34	CLP	13/SP/29432	48°57'40"	2.629

PM	ORIGIN	BEARING	DIST	NO
38-OPM	40/SP/103348	134°01'45"	35.19	109763
38-OPM	3/AP/888803	93°20'	205.765	106339

SCALE 1:1250



B.E.M. PTY. LTD. Ack (010 427 531) hereby certifies that the Common Property Survey was conducted in accordance with the provisions of the Survey Act 1982 and that the survey was completed on 28.2.2002.

Director and Licensed Surveyor

Date: 28/2/02

Date: 28/2/02

NOTES:

1. Drawn to Scale on A3 sheet
2. Meridian of SP129432
3. Community Titles Scheme... "OYSTER COVE WATERFRONT CTS 28389"
4. Title Reference... 50326520



Bennett & Bennett

Consulting Surveyors, Development Consultants
& Town Planners

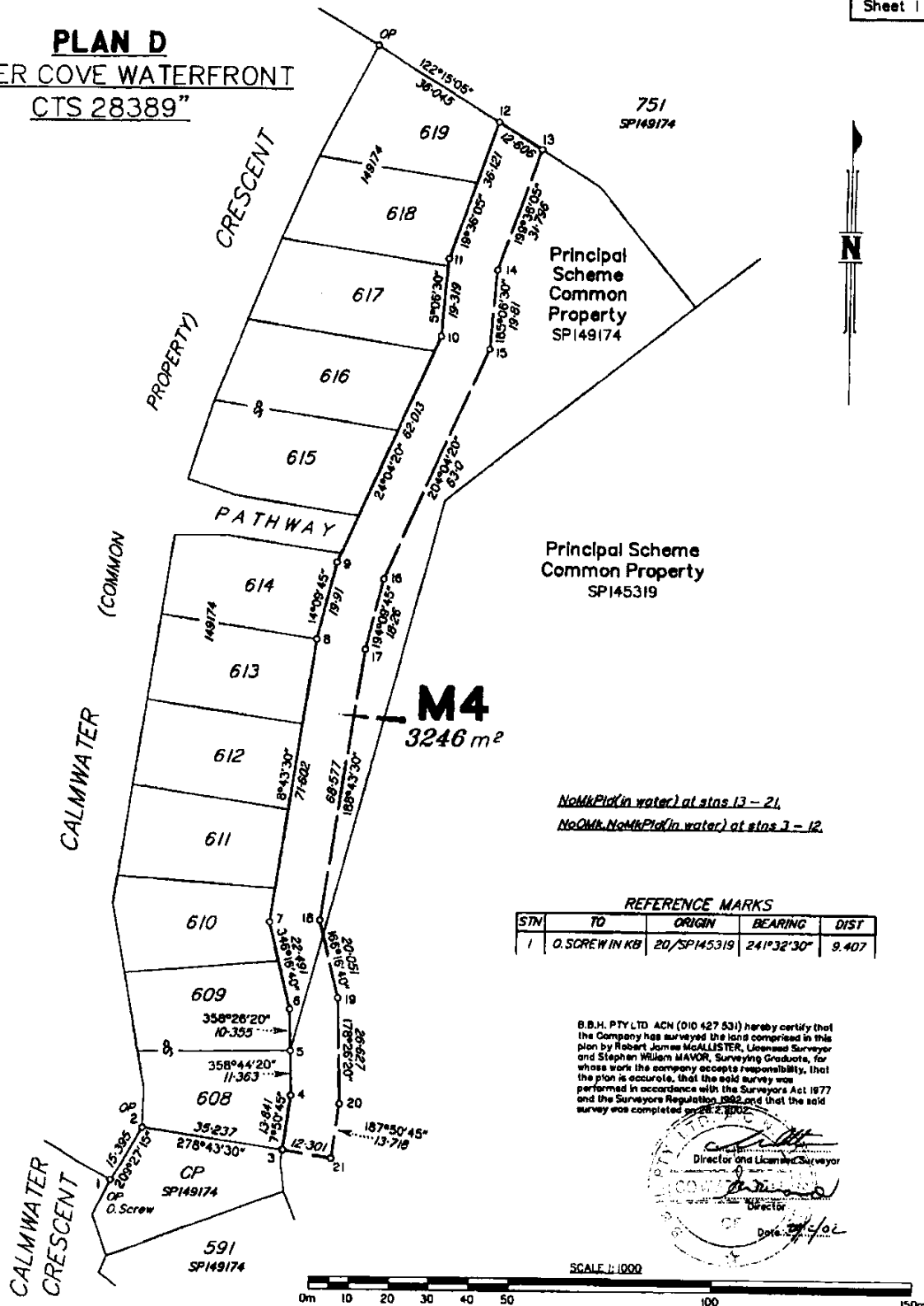
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Plan of Exclusive Use Area M3
in part of the Common Property of
'OYSTER COVE WATERFRONT' CTS 28389

Surv'd	SWM	F/Book	Amendments
Drawn	DJ	L/Book	
Parish	COOMERA	County	WARD
Authorised		Comp File	20017EX2
SCALE	1:1250	PLAN No	49
JOB No	00.017.A422	DATE	28.2.2002
CLIENT	VANWELL PTY LTD		

PLAN D**"OYSTER COVE WATERFRONT
CTS 28389"****NOTES:**

1. Drawn to Scale on A3 sheet
2. Meridian of SP149174
3. Community Titles Scheme ... "OYSTER COVE WATERFRONT CTS 28389"
4. Title Reference ... 50326520

**Bennett & Bennett**Consulting Surveyors, Development Consultants
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Fax (07) 5574 0202BBH Pty. Ltd. A.C.N. 010 427 531
All mail to: PO Box 5021 G.C.M.C. Qld 9726
email bennbenn@qldnet.com.au21 Dreamworld Parkway,
Coomera
Ph (07) 5573 8177
Fax (07) 5529 4342**Plan of Exclusive Use Area M4
in part of the Common Property of
'OYSTER COVE WATERFRONT' CTS 28389**

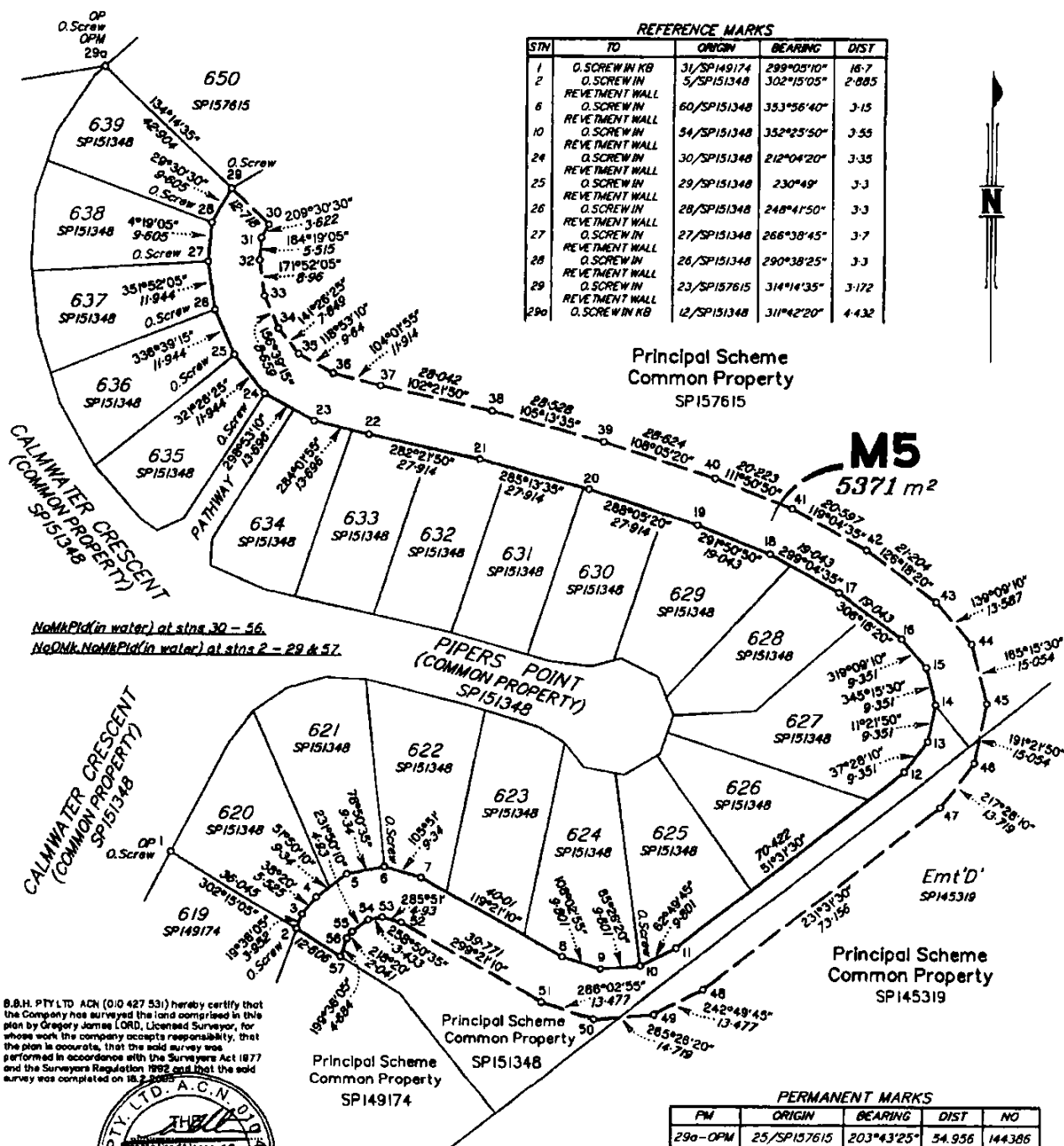
Surv'd	SWM	F/Book	Amendments
Drawn	DJ	L/Book	
Parish	COOMERA	County	WARD
Authorised	Comp File	20017EX3	
SCALE	1:1000	PLAN No.	50
JOB No.	00.017.A422	DATE	1.3.2002
CLIENT	VANWELL PTY LTD		

PLAN F**"OYSTER COVE WATERFRONT CTS 28389"****REFERENCE MARKS**

STN	TO	ORIGIN	BEARING	DIST
1	O.SCREW IN KB	31/SP149174	298°03'10"	16.7
2	O.SCREW IN	5/SP151348	302°15'05"	2.885
6	REVEIMENT WALL	60/SP151348	353°56'40"	3.15
10	REVEIMENT WALL	54/SP151348	352°25'50"	3.55
24	REVEIMENT WALL	30/SP151348	212°04'20"	3.35
25	REVEIMENT WALL	29/SP151348	230°49'	3.3
26	REVEIMENT WALL	28/SP151348	248°41'50"	3.3
27	REVEIMENT WALL	27/SP151348	266°38'45"	3.7
28	REVEIMENT WALL	26/SP151348	290°38'25"	3.3
29	REVEIMENT WALL	23/SP157615	314°14'35"	3.172
290	O.SCREW IN KB	12/SP151348	311°42'20"	4.432

Principal Scheme
Common Property
SP157615

M5
5371 m²

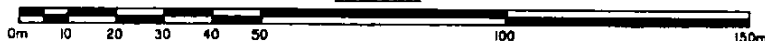


B.B.H. PTY LTD ACN (010 427 531) hereby certify that the Company has surveyed the land comprised in this plan by Gregory James LORD, Licensed Surveyor, for whose work the company accepts responsibility, that the plan is accurate, that the said survey was performed in accordance with the Surveyors Act 1977 and the Surveyors Regulation 1992 and that the said survey was completed on 18.2.2003

**PERMANENT MARKS**

PM	ORIGIN	BEARING	DIST	NO
29a-OPM	25/SP157615	203°43'25"	54.956	144386

SCALE 1:1000

**NOTES:**

1. Drawn to Scale on A3 sheet
2. Meridian of SP151348
3. Community Titles Scheme... "OYSTER COVE WATERFRONT CTS 28389"
4. Title Reference... 50326520



Bennett & Bennett
Consulting Surveyors, Development Consultants
& Town Planners

95 Upton Street,
Bundell
Ph (07) 5674 0733
Ph (07) 5674 0202

B&B 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

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

Plan of Exclusive Use Area M5
in part of the Common Property of
'OYSTER COVE WATERFRONT' CTS 28389

Surv'd	G/L	F/Book	Amendments
Drawn	DJ	L/Book	
Parish	COOMERA	County	WARD
Authorised		Comp File	20017EXC4
SCALE	1:1000	PLAN No	70
JOB No	00.017.A422	DATE	25.2.2003
CLIENT	VANWELL PTY LTD		

CALM WATER CRESCENT
(COMMON PROPERTY)
SP166412

STN	TO	REFERENCE MARKS	ORIGIN	BEARING	DIST
6	RE/TRENT WALL	23/SP157615	31°44'35"	3.172	
7	RE/TRENT WALL	22/SP157615	130°28'15"	3.146	
10	RE/TRENT WALL	14/SP157615	19°16'10"	3.697	
26	RE/TRENT WALL	21/SP161702	189°53'	3.267	
32	RE/TRENT WALL	40/SP166412	256°15'45"	3.162	
35	RE/TRENT WALL	35/SP166412	300°23'15"	3.433	
37	RE/TRENT WALL	33/SP166412	326°17'45"	3.93	
66	RE/TRENT WALL	12/SP151348	31°42'20"	4.432	
67	RE/TRENT WALL	15/SP166412	331°08'	4.346	

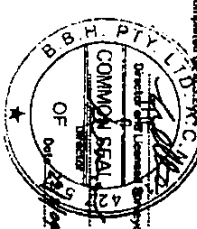
PM	ORIGIN	BEARING	DIST	NO
66-OPW	25/SP157615	203°43'25"	54.856	144.286

PLAN H
'OYSTER COVE WATERFRONT
CTS 28389'

PERMANENT MARKS

PM	ORIGIN	BEARING	DIST	NO
66-OPW	25/SP157615	203°43'25"	54.856	144.286

B.B.N. PTY LTD ACN (100 427 531) hereby certify that the Company has arranged the land (comprised in this plan by Robert James WOODLISTER, Licensed Surveyor and Stephen William HAYDOCK, Surveying Graduate, for whose work the company accepts responsibility, that the survey was conducted in accordance with the Survey Act 1977 and the Survey Regulation 1988 and that the said survey was completed on 05/03/2004.



- NOTES:
1. Down to Scale on A3 sheet
 2. Meridian of SP157615
 3. Community Titles Scheme - 'OYSTER COVE WATERFRONT' CTS 28389
 4. Title Reference - 50326520

Plan of Exclusive Use Area M6
in part of the Common Property of 'OYSTER COVE WATERFRONT' CTS 28389

CLIENT: VANWELL PTY LTD

DRAWN: DU PAIR COOMERA

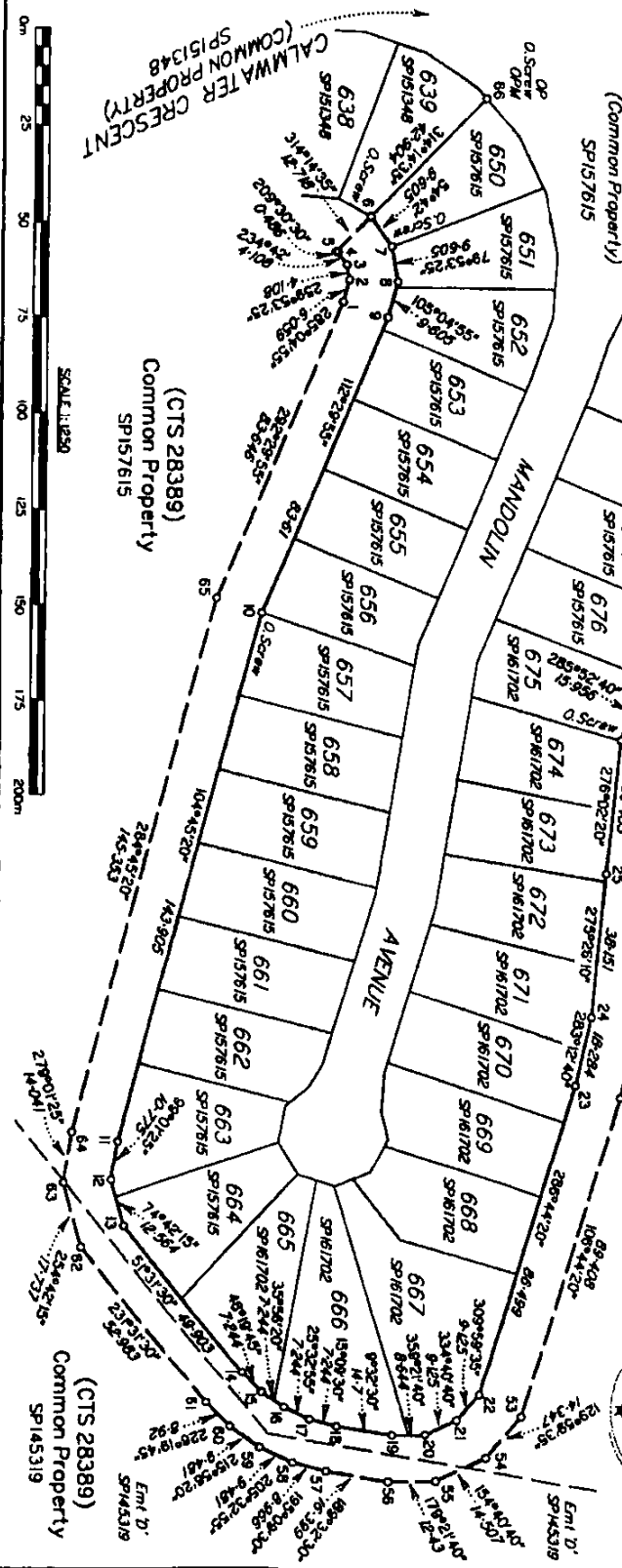
SURV: SMM COUNTY WARD

APPROVED: JOE REE 00 017 A422

DATE: 9.3.2004

SCALE: 1:1250

PLAN No: 80



FORM 20 Version 1
Land Title Act 1994 and Land Act 1994

SCHEDULE E

QUEENSLAND LAND REGISTRY

North/East of sites 1-5, 21-22 & 24-28
 North/East of accessible steep rock shoreline at sites 6-16.

PLAN I

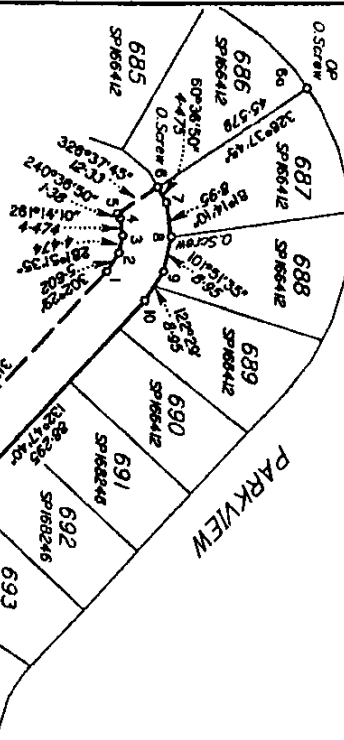
OYSTER COVE WATERFRONT

CTS 28389

CALM WATER CRESCENT
 (COMMON PROPERTY)
 SP166412

PERMANENT MARKS	ORIGIN	BEARING	DIST	NO
180-OPM	5/SP166246	359°20'15"	7.876	155051

STN	TO	ORIGIN	BEARING	DIST
6	0.5 SCREW IN	33/SP166412	328°37'45"	3.93
60	REINFORCEMENT WALL	45/SP166412	331°00'	4.346
8	0.5 SCREW IN	31/SP166412	332°00'15"	3.557
13	REINFORCEMENT WALL	17/SP166246	40°17'20"	4.741
23	0.5 SCREW IN	31/SP166246	35°37'05"	3.147



(COMMON PROPERTY)
 SP166246

Public Use Land
 Coastal Protection and
 Recreation (Parks)

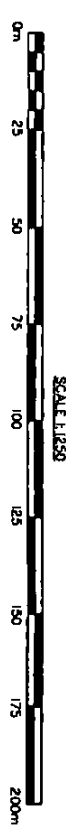
Saltwater Creek

M7
 4188 m²

BRI
 873 m²

(CTS 28389)
 Common Property
 SP166246

B.H. PTY LTD A/CN (010 437 531) hereby certify that the Company has arranged the land survey shown in this plan by Robert James McALLISTER, Licensed Surveyor and Stephen William HANCOCK, Surveying Geodetic, for use with the company's responsibility, that the plan is accurate, that the land survey was performed in accordance with the Survey Act 1977 and the Survey Regulation 1982, and that the land survey was completed on 13/03/2004.



Bennett & Bennett
 Consulting Surveyors, Professional Consultants
 & Town Planners

Bennett Pty. Ltd. A/CN 010 427 531
 All mail to: PO Box 5021 G.C.M.C. Qld 6726
 mail@bennettandbennett.com.au
 86 Upper Street, 21 Drummond Parkway,
 Brisbane, Qld 4007 5574 0733
 Fax (07) 5574 0202

Client: VANWELL PTY LTD

Drawn: DJ

Survey: DJ

Authorised: DJ

Date: 11/3/2004

Scale: 1:1250

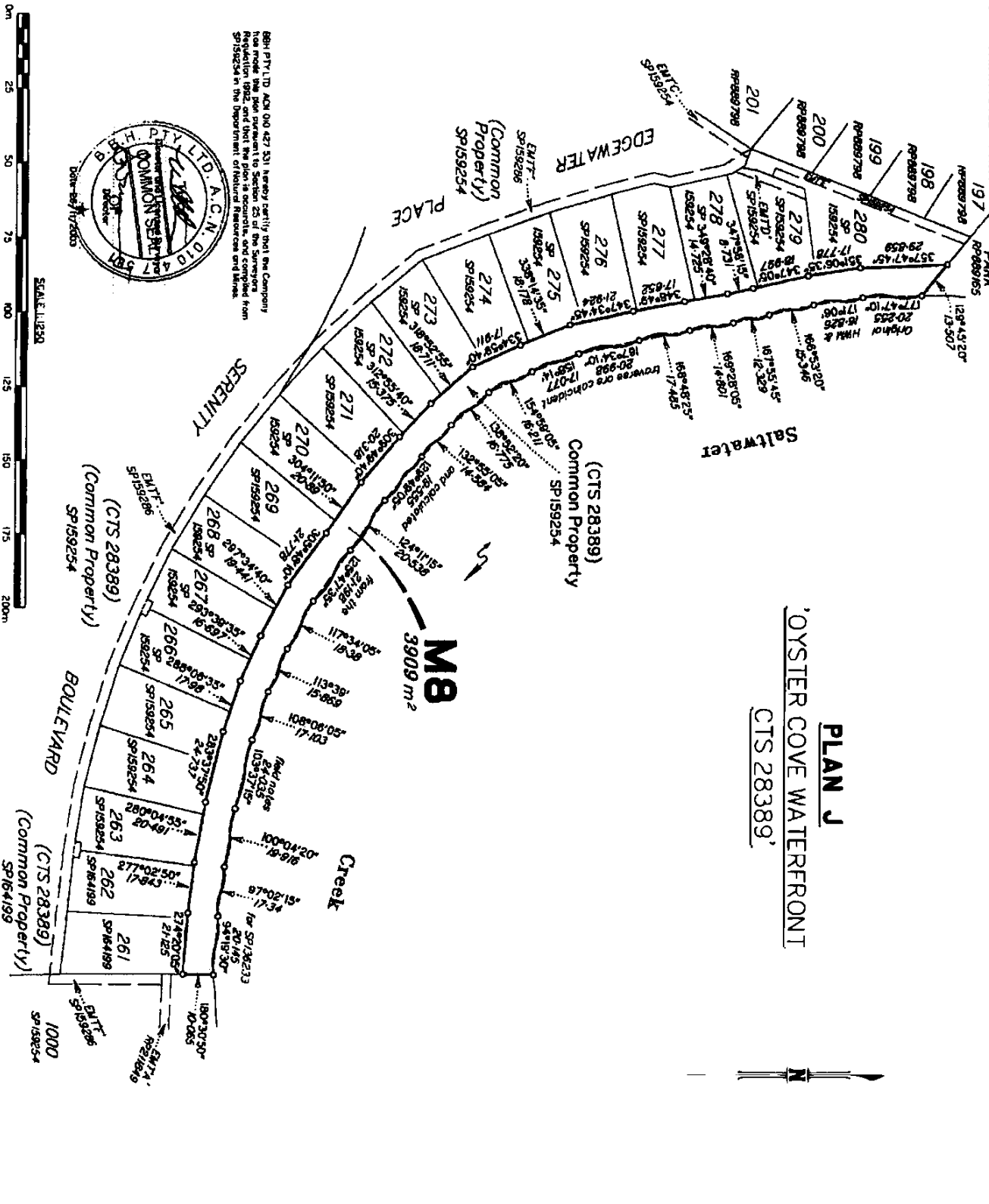
Plan No: 81

Rev:

Notes:

- Drawn to Scale on A3 sheet
- Location of SP166246
- Community Titles Scheme ...
- OYSTER COVE WATERFRONT
- CTS 28389
- Title Reference... 50326520

Plan of Exclusive Use Areas M7 & BRI
 in part of the
 Common Property of
 OYSTER COVE WATERFRONT
 CTS 28389



Bennett & Bennett
Conveyancing, Drafting, Development, Construction
& Trusts, Insurance

8884 Pty Ltd, A.C.N. 610 427 531
Attn: Mr. J. O. Box 5027, G.C.M.C. Dal 8726
mail@bennettandbennett.com.au
21 Drummond Parkway,
Bundaberg, QLD 4670
Ph: (07) 5574 6733 Fax: (07) 5574 6777
Ph: (07) 5574 6732 Fax: (07) 5574 6732

Rev. _____ Date _____

NOTES:

1. Drawn to Scale on A2 sheet
2. Meridian of SP159254
3. Community Titles Scheme
4. Title Reference ... 50326520

TITLE

Plan of Exclusive Use Area M8
is part of the Common Property of 'OYSTER COVE WATERFRONT'
CTS 28389

CLIENT: VANWELL PTY LTD

Drawn: DJ Parish

Survey: DJ Parish

Authorised: SWM County: COOMERA

Unbook: Job Ref: 00.017.4422

Scale: 1:1250 PLAN No: 82 Rev: _____

FORM 20 Version 2
Land Title Act 1994, Land Act 1994
and Water Act 2000

SCHEDULE E

QUEENSLAND LAND REGISTRY CMS

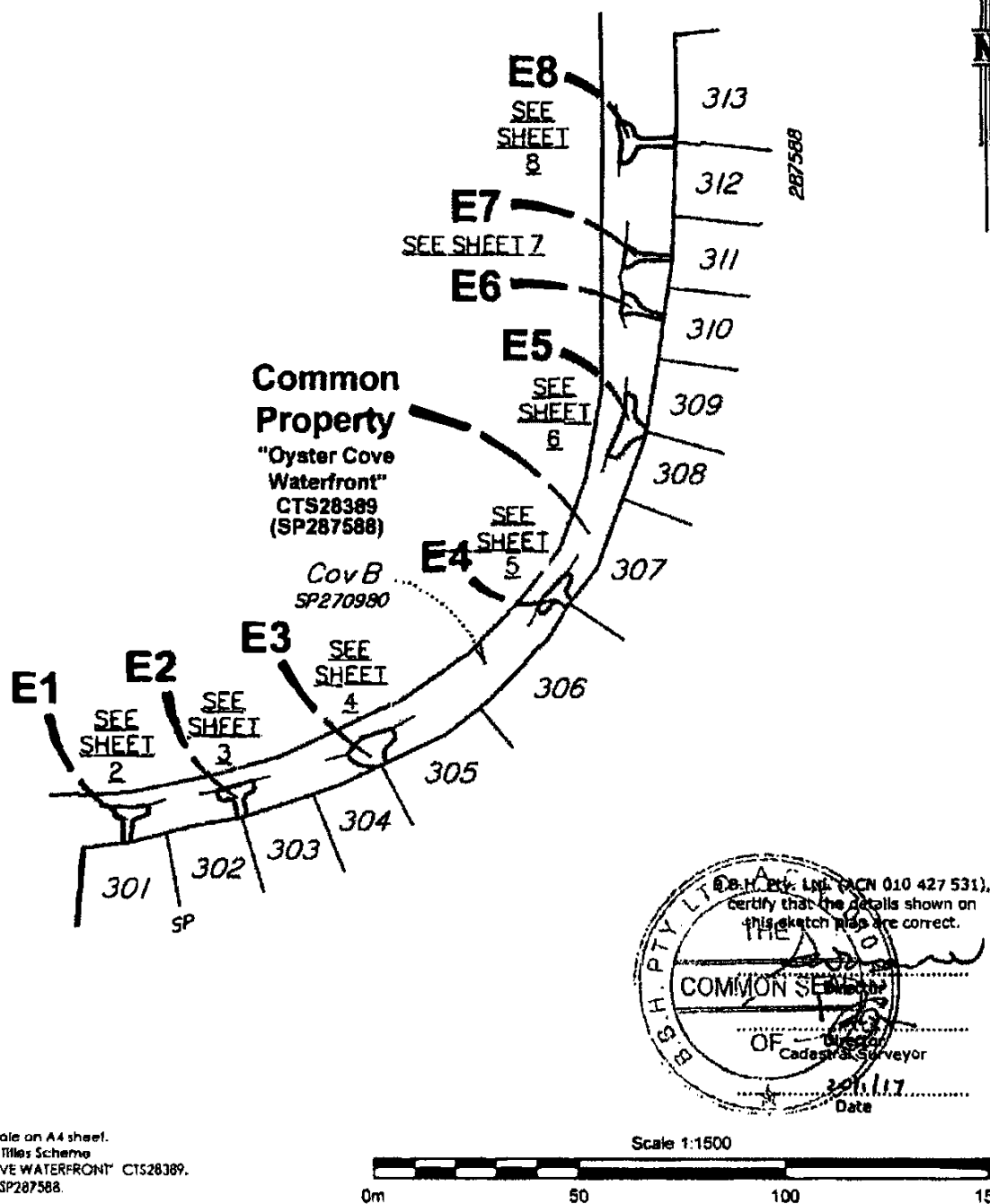
Sheet of

Plan Sheet of

1 8

PLAN K

EXCLUSIVE USE AREA PLAN



PO Box 5021, GCMC QLD 9728
Ph: (07) 5631 8000
mail@bennettandbennett.com.au

Surveying, Town Planning & Spatial Services
GOLD COAST | BRISBANE | SUNSHINE COAST | IPSWICH
www.bennettandbennett.com.au

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

Client: **SIME DARBY**

Locality:	HELENSVALE
Local Gov:	GCCC Prepared By: DJL
Surveyed By:	SF Approved: SVM
Date Created:	30/11/2018 Scale: 1:1500
Comp File:	00017.project
Plan No:	00017_158_MIS_A

A4

FORM 20 Version 2
Land Title Act 1994, Land Act 1994
and Water Act 2000

SCHEDULE E

QUEENSLAND LAND REGISTRY CMS

Sheet of

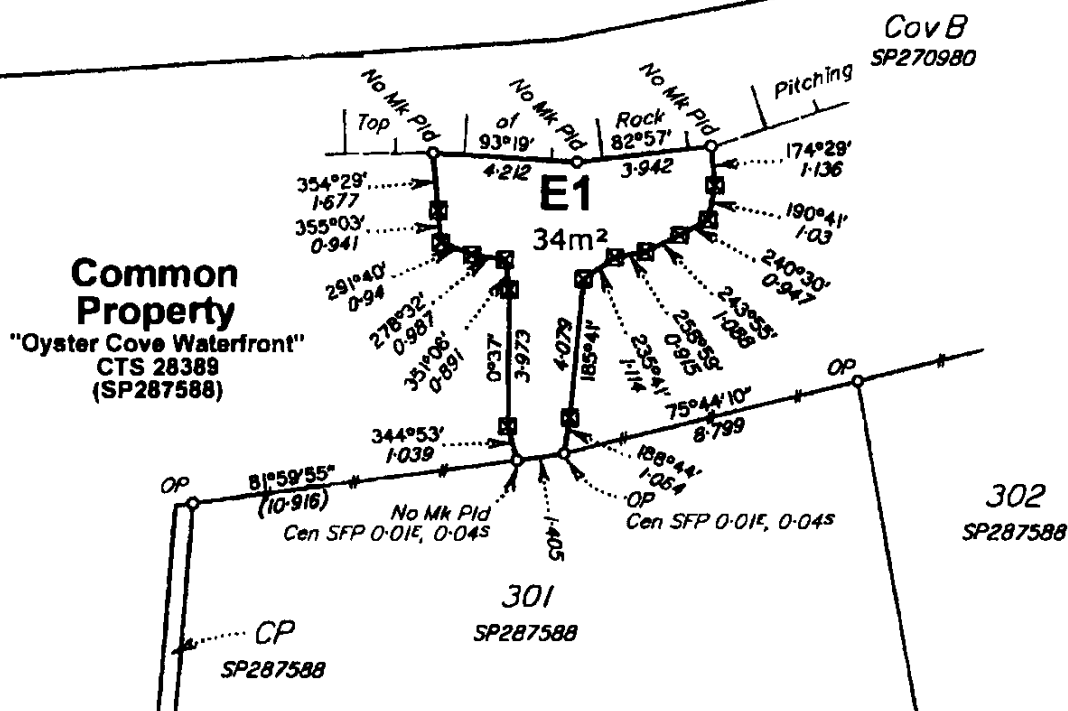
Plan Sheet of

2 8

PLAN K

EXCLUSIVE USE AREA PLAN

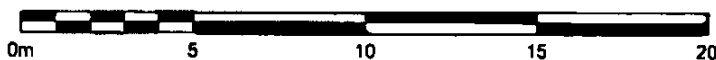
Saltwater Creek



Notes:

1. Drawn to Scale on A4 sheet.
2. Community Titles Schema
"OYSTER COVE WATERFRONT" CTS28389.
3. Meridian of SP287588.

Scale 1:200



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Ph: (07) 5631 8000
mail@bennettandbennett.com.au

Surveying, Town Planning & Spatial Services
GOLD COAST | BRISBANE | SUNSHINE COAST | IPSWICH
www.bennettandbennett.com.au

Title:

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

Client:

SIME DARBY

Locality: HELENSVALE

Local Gov: GCCC Prepared By: DJL

Surveyed By: SF Approved: SVM

Date Created: 30/11/2016 Scale: 1:200

Comp File: 00017_project

Plan No: 00017_156_MIS_A

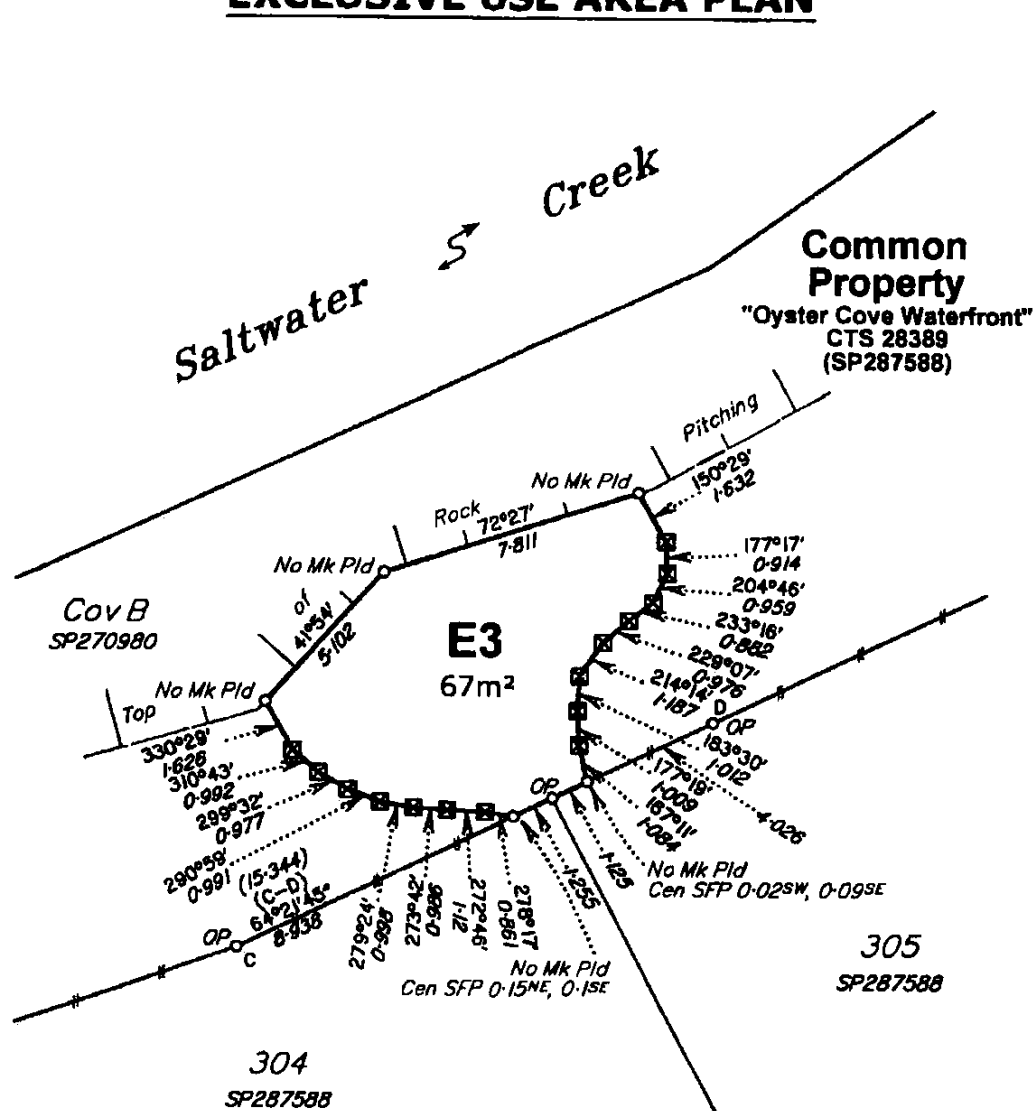
A-1

FORM 20 Version 2
Land Title Act 1994, Land Act 1994
and Water Act 2000

SCHEDULE E

QUEENSLAND LAND REGISTRY CMS

Sheet of

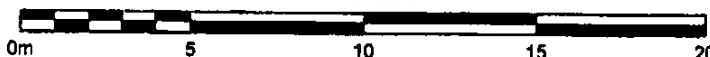
PLAN KPlan Sheet of
4 8**EXCLUSIVE USE AREA PLAN**

☐ Denotes – No Mk Pld, Bollard at Stn

Notes:

1. Drawn to Scale on A4 sheet.
2. Community Titles Scheme "OYSTER COVE WATERFRONT" CTS28389.
3. Meridian of SP287588.

Scale 1:200



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mail@bennettandbennett.com.au

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www.bennettandbennett.com.au

Title:

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

Client: **SIME DARBY**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**

A4

FORM 20 Version 2
Land Title Act 1994, Land Act 1994
and Water Act 2000

SCHEDULE E

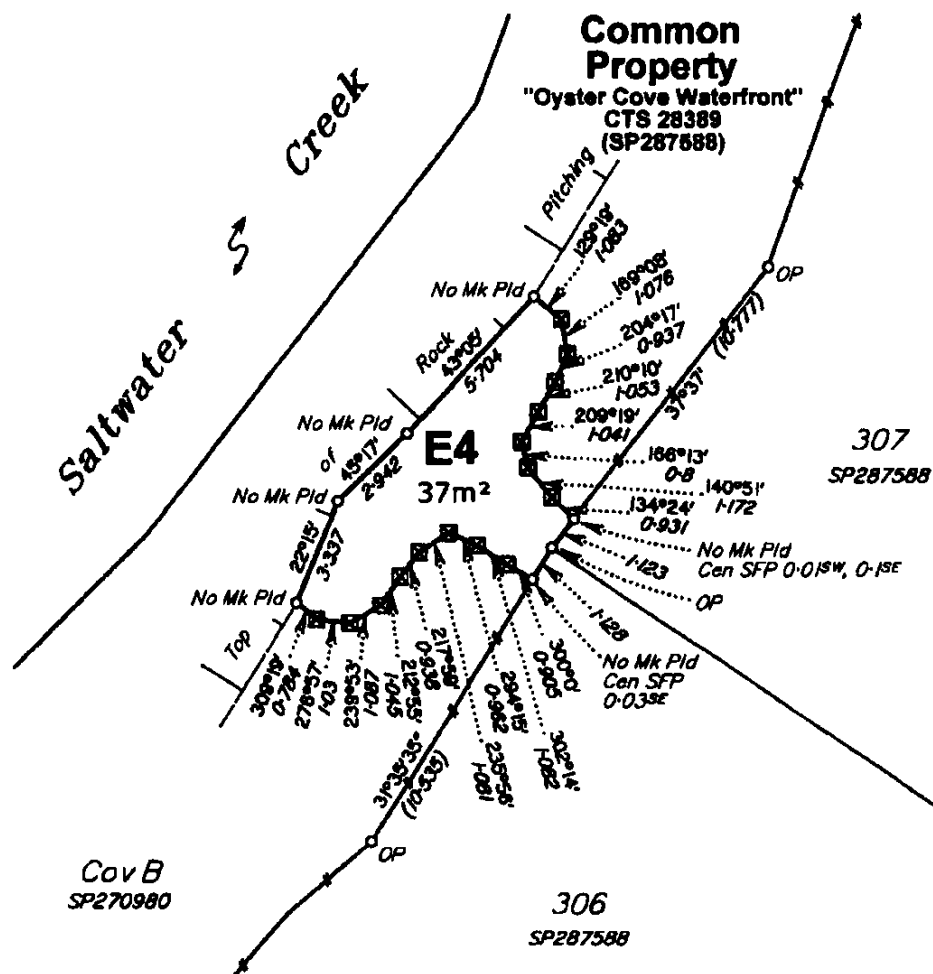
QUEENSLAND LAND REGISTRY CMS

Sheet of

Plan Sheet of
5 8

PLAN K

EXCLUSIVE USE AREA PLAN

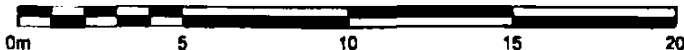


☒ Denotes – No Mk Pld, Ballard at Stn

Notes:

1. Drawn to Scale on A4 sheet.
2. Community Titles Scheme "OYSTER COVE WATERFRONT" CTS28389.
3. Meridian of SP287588.

Scale 1:200



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www.bennettandbennett.com.au

Title:

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

Client:

SIME DARBY

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

A4

FORM 20 Version 2
Land Title Act 1994, Land Act 1994
and Water Act 2000

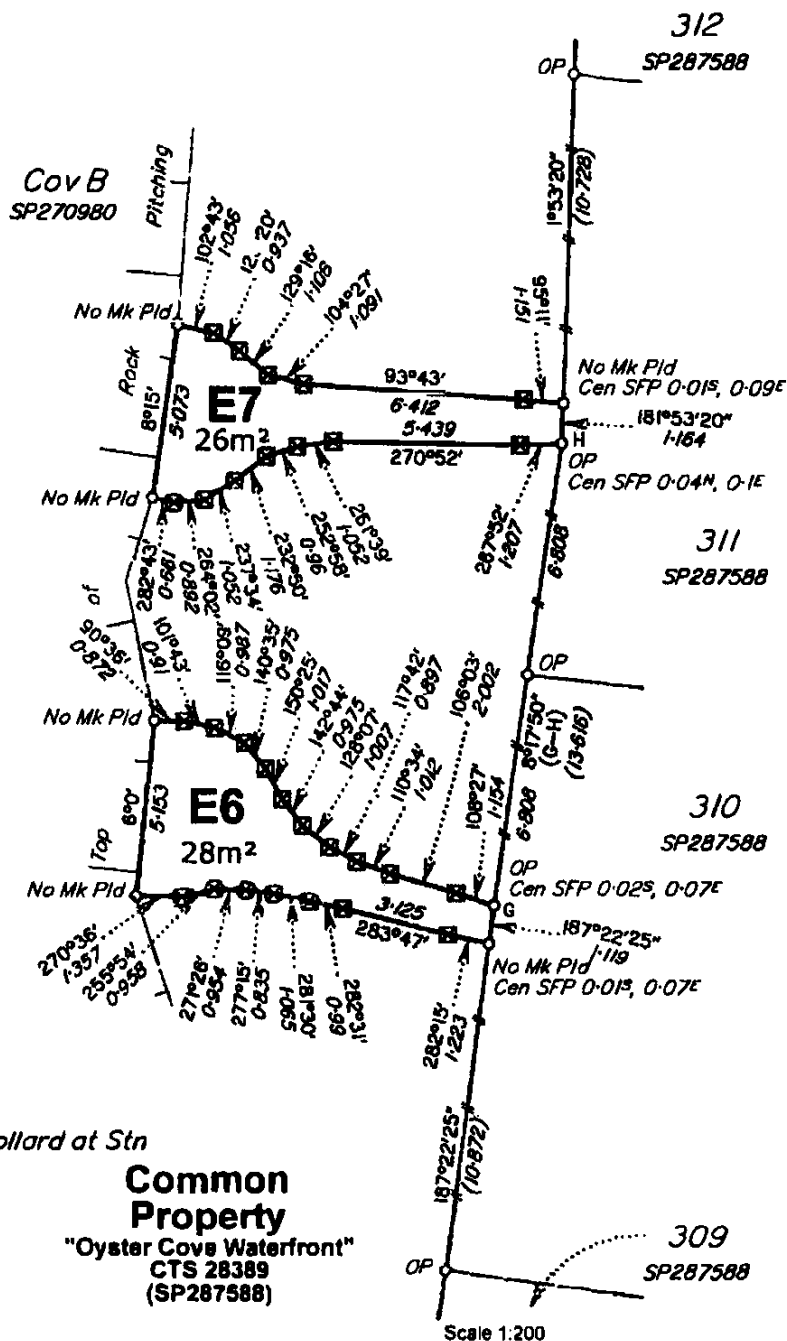
SCHEDULE E

QUEENSLAND LAND REGISTRY CMS Sheet of

PLAN K

Plan Sheet of
7 8**EXCLUSIVE USE AREA PLAN**

Saltwater Creek



☒ Denotes – No Mk Pld, Ballard at Stn

NOTES:

1. Drawn to Scale on A4 sheet.
2. Community Titles Scheme "OYSTER COVE WATERFRONT" CTS28389.
3. Meridian of SP287588.

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Ph: (07) 5631 8000
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GOLD COAST | BRISBANE | SUNSHINE COAST | IPSWICH
www.bennettandbennett.com.au

Title:

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

Client:

SIME DARBY

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:

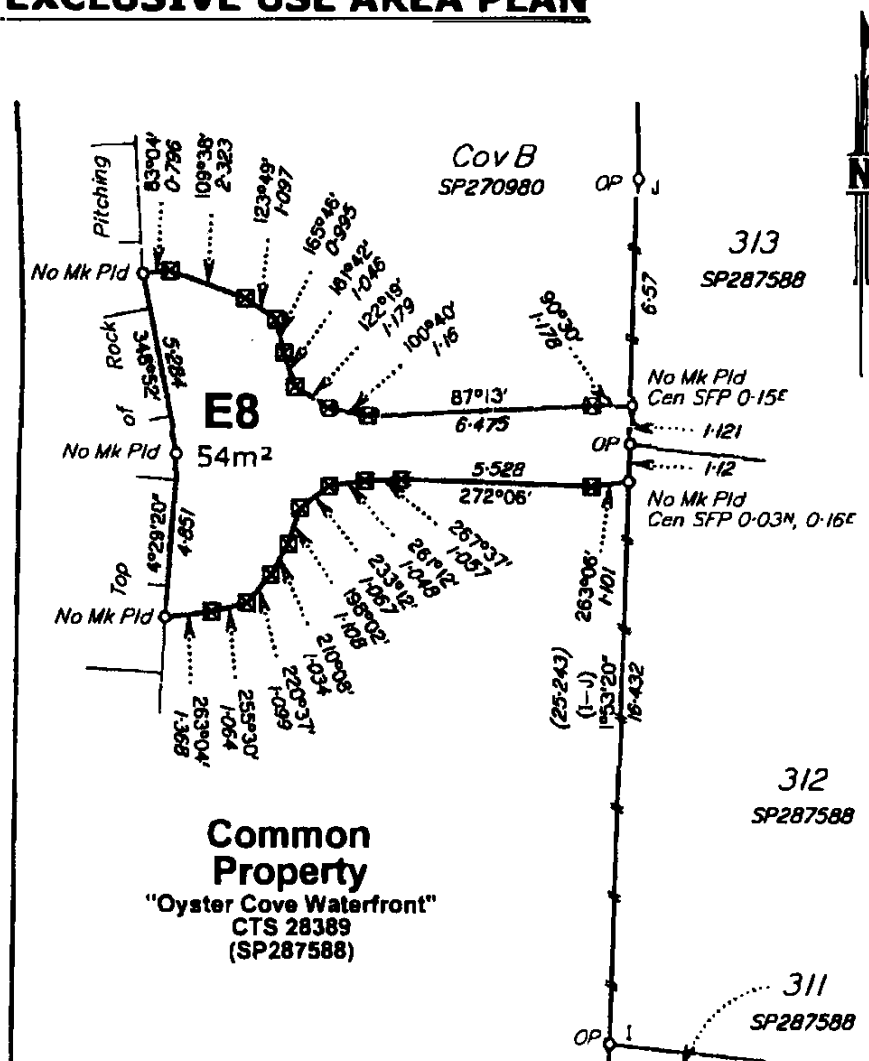
000 1 7_156_MIS_A

A4

Sheet of

Plan	Sheet	of
	8	8

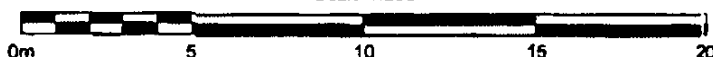
Saltwater \rightarrow Creek



Notes:

1. Drawn to Scale on A4 sheet.
2. Community Tides Scheme
"OYSTER COVE WATERFRONT" CTS28389.
3. Meridian of SP287588.

Scale 1:200



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mark@bennellandbennell.com.au

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www.bennettandbennett.com.au

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

Client: **SIME DARBY**

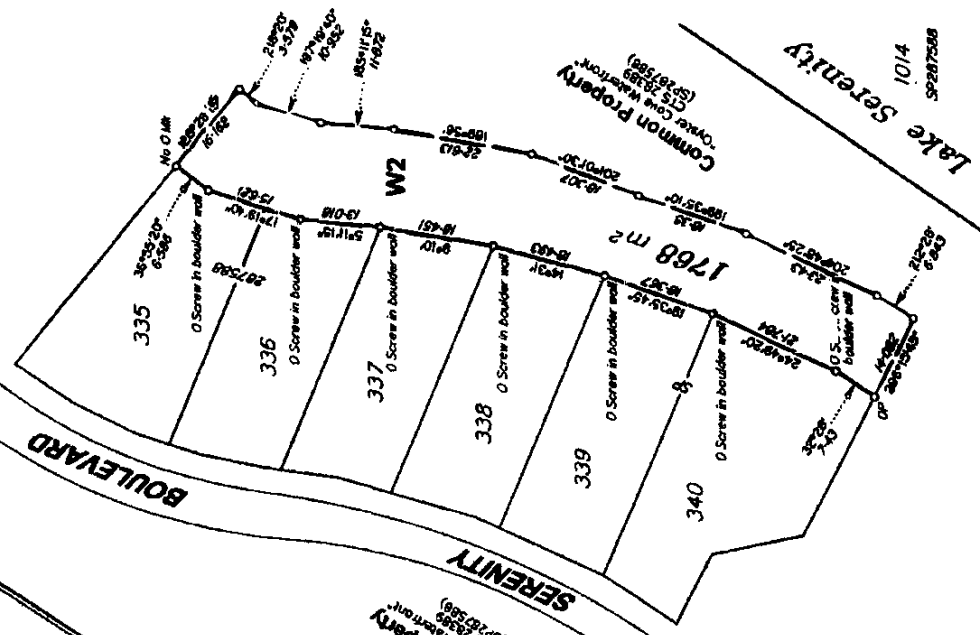
Locality:	HELENSVALE		
Local Gov.	GCCC	Prepared By:	DJL
Surveyed By:	SF	Approved:	SWM
Date Created:	30/11/2016	Scale:	1:200
Comp File:	00017_project		
Plan No:	00017_156_MIS_A		

A-4

Title Reference [50326520]

Sheet
2 of 3

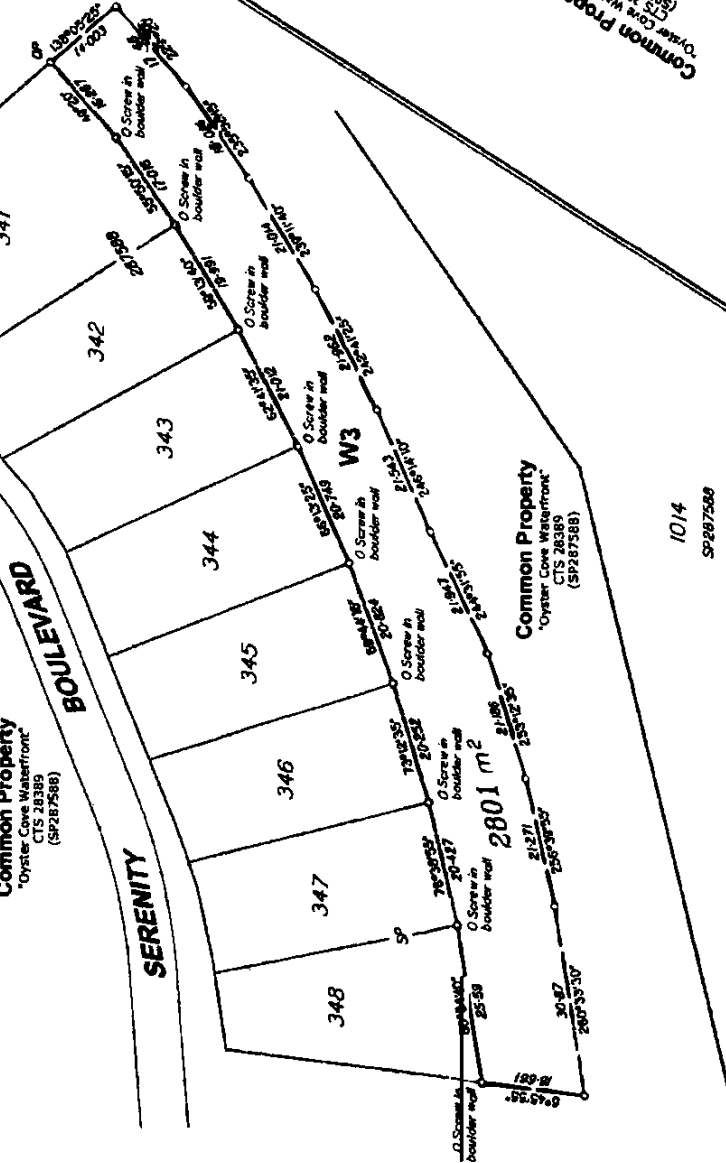
DIAGRAM B
Scale 1:750



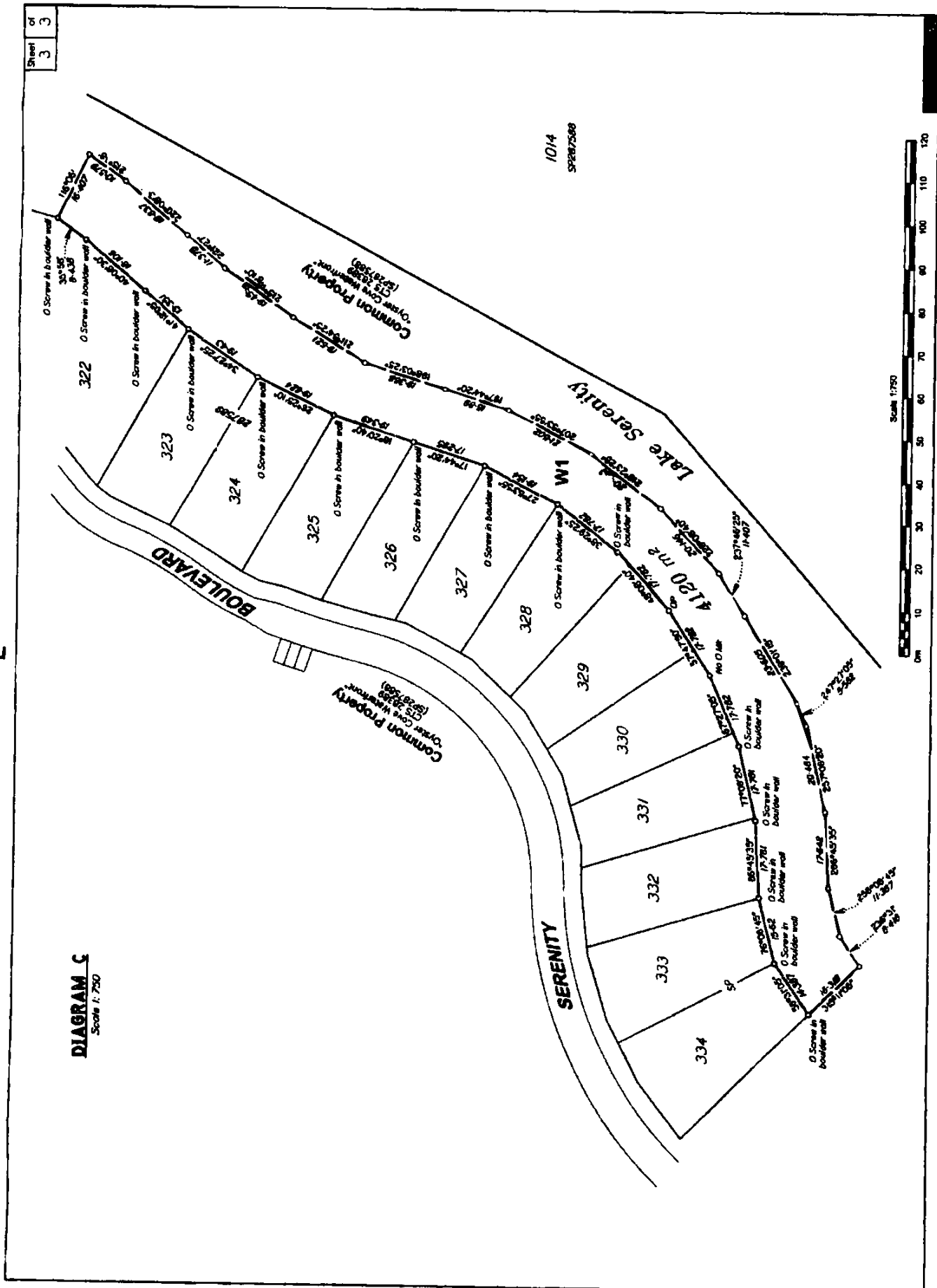
"L"

DIAGRAM A
Scale 1:750

Common Property
"Oyster Cove Waterfront"
CTS 28389
(SP287588)



Sheet	3
of	3



PLAN M
EXCLUSIVE USE PLAN

"OYSTER COVE WATERFRONT" CTS 28389

NOTES

1. Drawn to scale on A3 sheet.
2. Community Table Schema "OYSTER CONE WATERFRONT" CTS 28389.
3. Services located in the exclusive use areas are not covered by exclusive use entitlements.
4. Meridian of SP267590

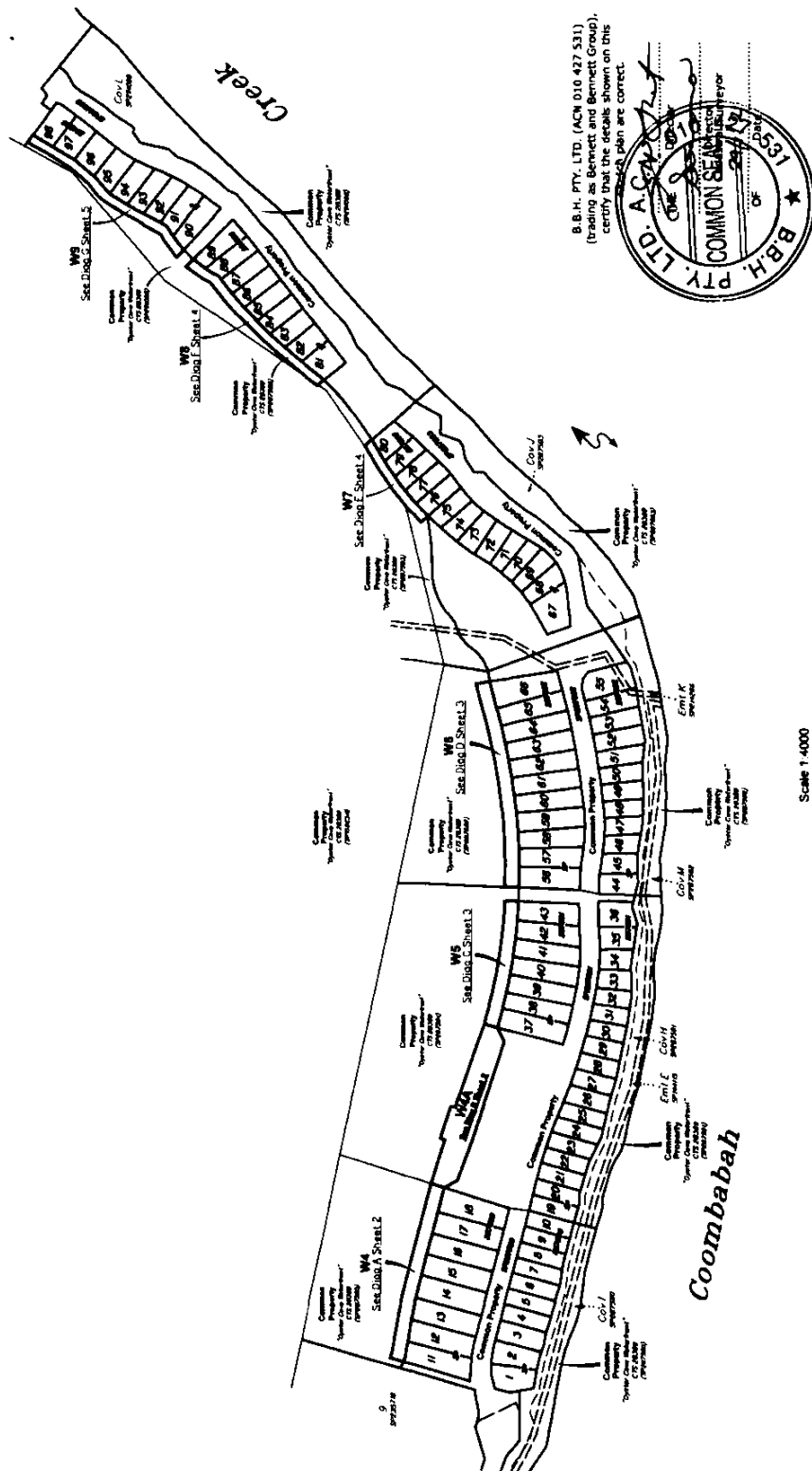
Item	Issue	Rev	Date
A	Original Issue		BRJ 26/11/2019
B	W4 & W4a Updated		DJL 27/05/2020
C	W4a Updated		JEW 4/06/2020
D	Survey Issue - W4		DJL 01/07/2020
E	Survey Issue W4a, W5 & CP		BRJ 30/10/2020
F	Survey Issue W6		BRJ 14/11/2020
G	Survey Issue W7		BRJ 14/11/2020
H	Survey Issue W8 & W9		BRJ 16/11/2020

**Plan of Exclusive Use Areas
W4, W4A & W5-W9**

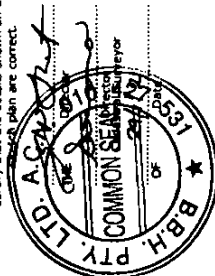
"OYSTER COVE WATERFRONT" CTS 28389
[SP287590 - SP287593 & SP291098]

Client:	OYSTER COVE PROJECTS PTY LTD
Locality	HELENSVALE
Local Gov	GCCC
Surveyed By	Stm
Date Created	26/11/2018
Comp File	Scale 1:4000
Plan No	191717 project
	191717 013 EXC

A3



B.B.H. PTY. LTD. (ACN 010 427 531)
trading as Bennett and Bennett Group),
certify that the details shown on this
plan are correct.



Scale 1:4000

FORM 20 Version 2
Land Title Act 1994, Land Act 1994
and Water Act 2000

SCHEDULE E

QUEENSLAND LAND REGISTRY

CMS	Sheet 56	of 59
Plan	Sheet 2	of 5

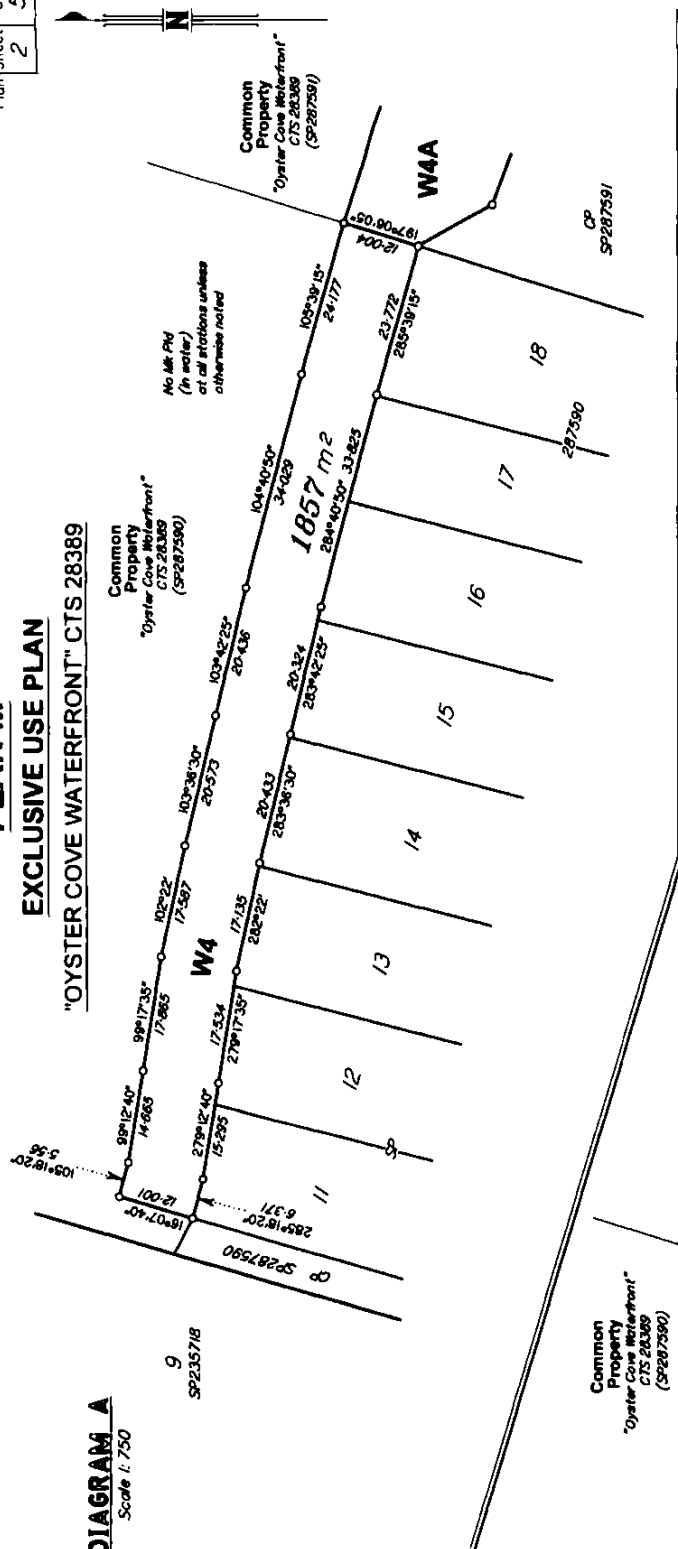
PLAN M

EXCLUSIVE USE PLAN

"OYSTER COVE WATERFRONT" CTS 28389

DIAGRAM A

Scale 1: 750



NOTES

1. Driven to scale on A3 sheet.
2. Community Tiles Scheme "OYSTER COVE WATERFRONT" CTS 26380.
3. Services located in the exclusive use areas are not covered by exclusive use entitlements
4. Meridian of SP267590.

	H	Survey Issue W6 & W9	BRJ	16/11/2020
	C	Survey Issue W6	BRJ	16/11/2020
	E	Survey Issue W6	BRJ	16/11/2020
	F	Survey Issue W4A, W5 & CP	BRJ	30/10/2020
	D	Survey Issue - W4	DLJ	16/10/2020
	C	W4A Updated	JEW	4/06/2020
	B	W4 & W4A Updated	DLJ	21/05/2020
	A	Original Issue	BRJ	16/11/2019
		Revision		

Plan of Exclusive Use Areas

W4, W4A & W5-W9
in part of the Common Property of
"OYSTER COVE WATERFRONT" CTS 28389
(SP287590 - SP287593 & SP291098)

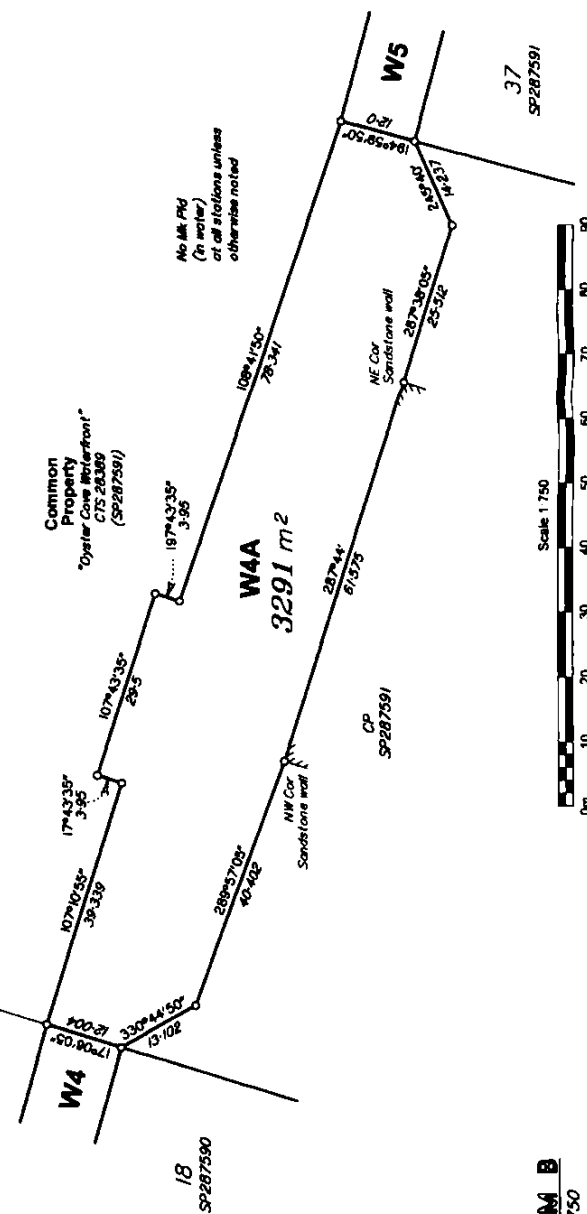
Client: OYSTER COVE

PROJECTS PTY LTD	
Locality	HELENSVALE
Local Gov	GCCC
Surveyed By:	SMM
Date Created	26/11/2018
Comp File	191717_project
Plan No	191717 013 EXC
Prepared By:	BRU
Approved:	SMM
Scale	1:750

43

DIAGRAM B

Scale 1: 750



PLAN M

EXCLUSIVE USE PLAN

"OYSTER COVE WATERFRONT" CTS 28389

DIAGRAM C

Scale 1:750

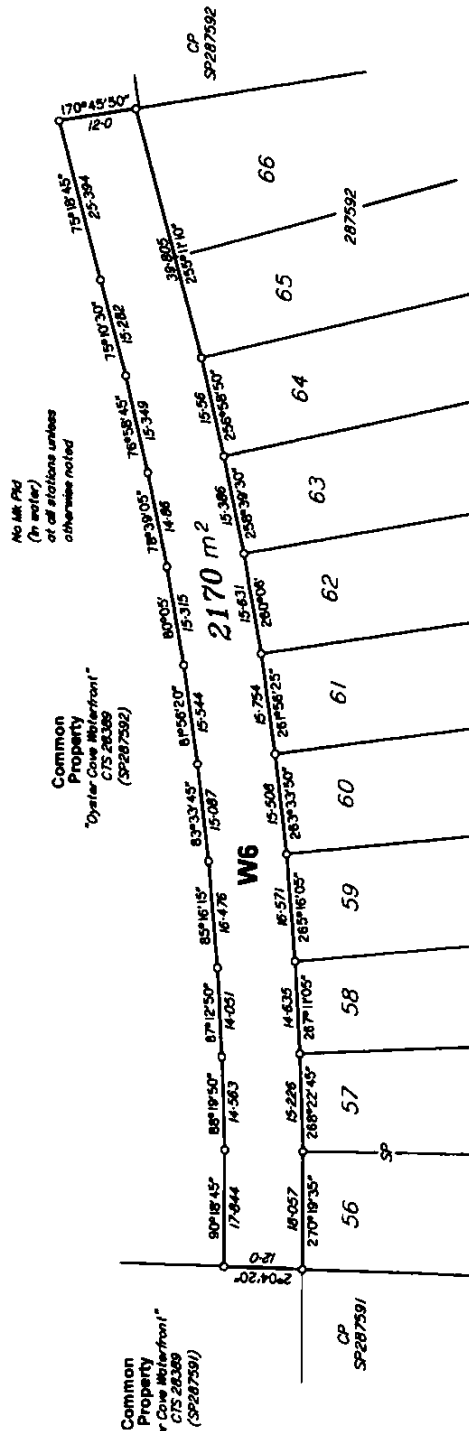
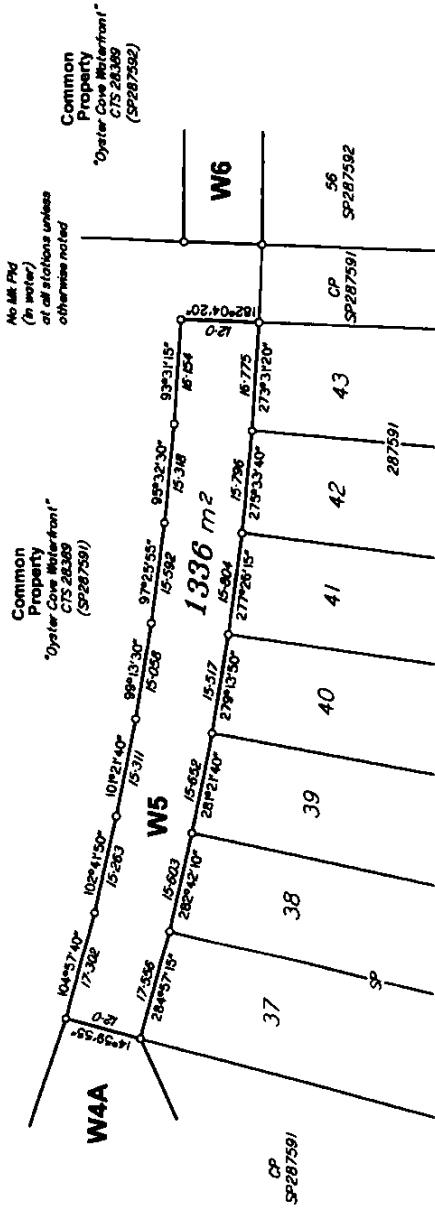


DIAGRAM D

Scale 1:750

Scale 1:750



CMS Sheet of
Plan Sheet of
3 5

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mail@bennettandbennett.com.au
Surveying, Town Planning & Spatial Services
GOLD COAST | BRISBANE | SUNSHINE COAST | IPSWICH
www.bennettandbennett.com.au

- NOTE
1. Drawn to scale on A3 sheet.
 2. Community Title Scheme "OYSTER COVE WATERFRONT" CTS 28389.
 3. Services located in the exclusive use areas are not covered by exclusive use entitlements.
 4. Nomenclature of SP287592.

Issue	Revision	Date
H	Survey Issue W6 & W9	BRJ 16/11/2020
G	Survey Issue W6	BRJ 16/11/2020
F	Survey Issue W6	BRJ 16/11/2020
E	Survey Issue W6 & W9	BRJ 16/11/2020
D	Survey Issue W6 & W9	BRJ 16/11/2020
C	W6 & W9 Updated	BRJ 16/11/2020
B	W6 & W9 Updated	BRJ 16/11/2020
A	Original Issue	BRJ 16/11/2019

Plan of Exclusive Use Areas

W4, W4A & W5-W9
in part of the Common Property of
"OYSTER COVE WATERFRONT" CTS 28389
(SP287590 - SP287593 & SP291098)

Client	OYSTER COVE PROJECTS PTY LTD
Local Gov	HELENSVALE
Surveyed By	BRJ
Approved	SWM
Date Created	26/11/2019
Scale	1:750
Comp File	191717 project
Plan No	191717_013_EXC

A3

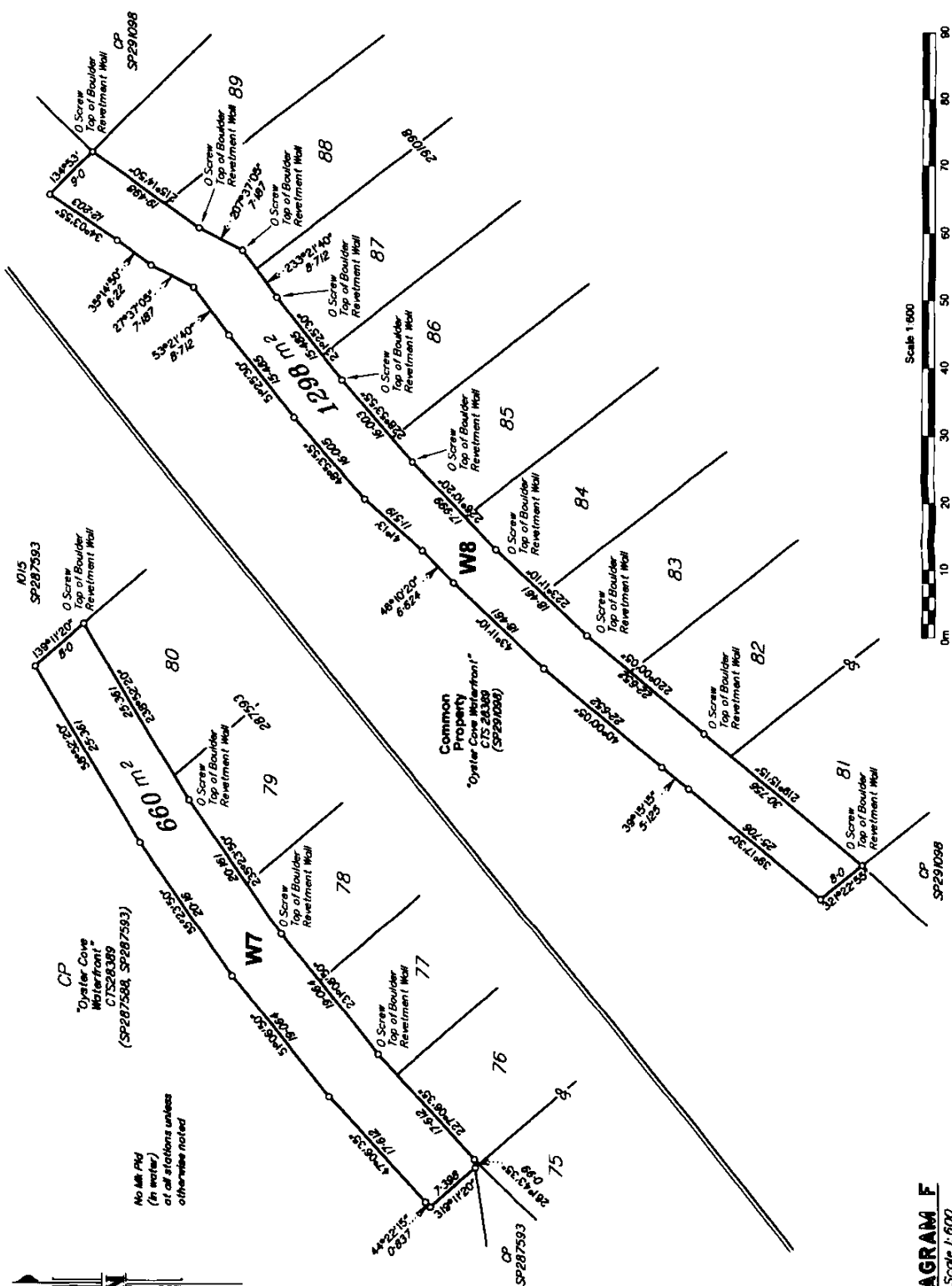


DIAGRAM F
Scale 1:500

009.1 0105

Scale 1-B00

1. *Introduction*

NOTES

1. Draw

2. Con

3. Ser

4. Men

Issue	Revision	Issued	Expires
A	Original Issue	BRJ 25/11/2019	
B	W4 & W4A Updated	CJL 21/05/2020	
C	W4A Updated	JFW 4/04/2020	
D	Survey Issue - W4	CJL 16/10/2020	
E	Survey Issue W4A, W5 & C/P	BRJ 30/10/2020	
F	Survey Issue W4A, W5	BRJ 16/11/2020	
G	Survey Issue W7	BRJ 16/11/2020	
H	Survey Issue W3 & W9	BRJ 16/11/2020	

Plan of Exclusive Use Areas

W4, W4A & W5-W7
in part of the Common Property of
"OYSTER COVE WATERFRONT" CTS 28389
(SP287590 - SP287593 & SP291098)

Client:	OYSTER COVE PROJECTS PTY LTD			
Locality:	HELENSVALE	Prepared By:	BRJ	
Local Gov:	GOCC	Surveyed By:	SWM	SWM
		Date Created:	26/11/2019	Scale: 1:400
Comp File:	181717 project			
Plan No:	181717 013 EXC			

A3

PLAN M
EXCLUSIVE USE PLAN
"OYSTER COVE WATERFRONT" CTS 28389

No MFL Pld
(In water)
at all stations unless
otherwise noted

Common
Property
"Oyster Cove Waterfront"
CTS 28389
(SP291098)

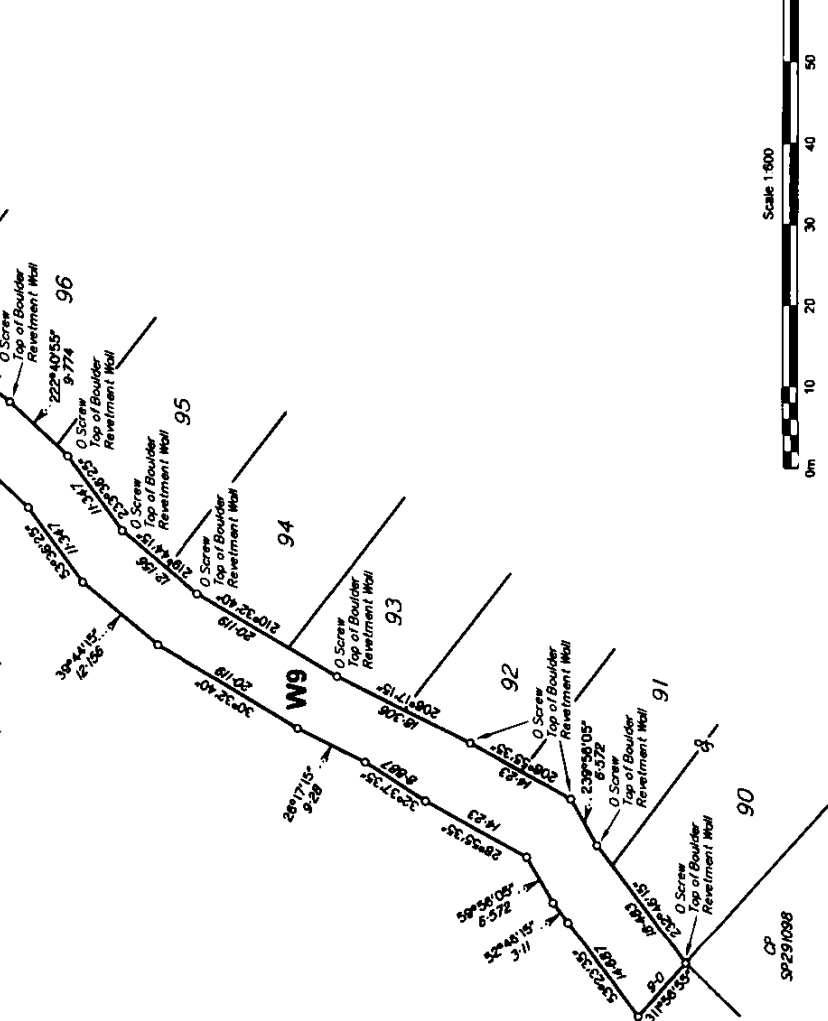


DIAGRAM G
Scale 1:600

NOTES
1. Crown to apply to all sheets
2. Oyster Cove Waterfront, OYSTER COVE
3. WATERFRONT CTS 28389
4. Services located in the exclusive use areas
are not covered by each line use entitlements
5. Mandate of SP287590.

Issue	Revision	By	Date
H	Survey Base W8 & W9	BBJ	16/11/2020
G	Survey Base W7	BBJ	16/11/2020
F	Survey Base W6	BBJ	16/11/2020
E	Survey Base W4A, W5 & CP	BBJ	30/10/2020
D	Survey Base W4	BBJ	30/10/2020
C	Survey Base W3	BBJ	30/10/2020
B	W4 & W4A Updated	BBJ	31/05/2020
A	Original Issue	BBJ	26/11/2019

Plan of Exclusive Use Areas

W4, W4A & W5-W9
in part of the Common Property of
"OYSTER COVE WATERFRONT" CTS 28389
(SP287590 - SP287593 & SP291098)

Client	OYSTER COVE
Local Gov	HELENSVALE
Surveyed By	BBJ
Date Created	26/11/2019
Comp File	191717 Project
Plan No	191717_013_ENC

PLAN N
EXCLUSIVE USE PLAN

"OYSTER COVE WATERFRONT" CTS 28389

DIAGRAM

Scale 1: 750

No Mk Pld (in water) at all stations unless otherwise noted
 * Denotes O/DH at station

* Denotes O/DH at station

W10
1704 m

B.B.H. PTY. LTD. (ACN 010 427 531)
trading as ~~Brown and Bennett Group~~],



Scale 1-1500

NOTES

1. Drawn to scale on A4 sheet.
2. Community Tiles Scheme
3. "OYSTER COVER WATERFRONT" CTS28389
4. Services located in the exclusive use areas are not covered by exclusive use entitlements
5. Meridian of SP783050.

Case	Issue	Reason	Int	Date
C	Emt O Updated		DJL	2/10/21
B	Survey Issue		BRJ	6/10/2021
A	Original Issue		JLW	3/10/2020

Title: **Plan of Exclusive Use Area W10**
in part of the Common Property of
"OYSTER COVE WATERFRONT"
CTS 28389

Client:	OYSTER COVE PROJECTS PTY LTD			
Locality:	HELENSVALE			
Local Gov:	GCCC	Prepared By:	JEW	
Surveyed By:	SF	Approved:	SWM	
Date Created:	31/07/2020	Scale:	1:1500	
Camp File:	191717 project			
Plan No:	191717 043 EXC			

A3