

Title Reference 50874471

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

Not Applicable

SCHEDULE C BY-LAWS**1 DEFINITIONS**

Act means the Body Corporate and Community Management Act 1997.

Invitee means any person on the scheme land with the permission of an Owner or Occupier.

Occupier means a tenant of a lot, a licensee of a lot and/or any person resident in a lot.

Owner means an owner of a lot.

Recreation Facilities means the recreation facilities (including the swimming pool, barbecue(s) and common area) located on the scheme land.

Vehicle includes but is not limited to a car, truck, motor bike, boat, trailer, caravan, campervan or mobile home.

Words and phrases defined in the *Body Corporate and Community Management Act 1997* have the same meaning in this document unless the context indicates otherwise.

2 INTERPRETATION

2.1 Unless expressed to the contrary:-

2.1.1 words importing:-

- (a) the singular include the plural and vice versa;
- (b) any gender include the other genders;

2.1.2 if a word or phrase is defined, cognate words and phrases have corresponding definitions;

2.1.3 a reference to:-

- (a) a person includes a firm, association, trust, partnership, body, instrumentality or entity whether incorporated or not, corporation and a government or statutory body or authority;
- (b) a person includes legal personal representatives, successors, substitutes and permitted assigns;
- (c) a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments and replacements of any of them;
- (d) a right includes a benefit, remedy, discretion, authority or power;
- (e) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
- (f) writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;

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- (g) any thing is a reference to the whole or any part of it and any reference to a group of things or persons is a reference to any one or more of them;
 - (h) an obligation on the part of or for the benefit of two or more persons will be deemed to bind or benefit as the case may be, them jointly and each of them severally.
- 2.1.4 headings are included for convenience only and do not affect the interpretation of these by-laws.
 - 2.1.5 in interpreting these by-laws, no rules of construction will apply to the disadvantage of a party because that party was responsible for the drafting of these by-laws or any part of them.
- 2.2 If any part of these by-laws is invalid for any reason that part will be severed from these by-laws and that invalidity will not affect the validity or operation of any other part of these by-laws except to the extent necessary to give effect to that invalidity.

3 NOISE

- 3.1 An Owner or Occupier must not create (and must ensure their Invitees do not create) any noise likely to interfere with the peaceful enjoyment of any person lawfully on another lot or the common property.
- 3.2 Owners or Occupiers leaving or returning to a lot late at night or early in the morning must do so with minimum noise.
- 3.3 Invitees leaving after 11:00 pm must be requested by the Owner or Occupier of the lot to leave quietly.
- 3.4 An Owner or Occupier must take all necessary steps (e.g. by closing all doors, windows and curtains) to minimise annoyance to other Owners, Occupiers and Invitees caused by unavoidable noise.
- 3.5 The volume of any radio, television or other sound emitting device must be kept as low as possible and must not be audible to any person lawfully on another lot or the common property.
- 3.6 An Owner or Occupier must not permit:-
 - 3.6.1 any musical instrument to be practised or played; or
 - 3.6.2 any avoidable noise to be made;
 so as to be audible to any person lawfully on another lot or the common property.

4 VEHICLES

- 4.1 An Owner or Occupier must not, without the body corporate's written approval or unless authorised under an exclusive use by-law:
 - 4.1.1 park a Vehicle or allow a Vehicle to stand, on the common property (including but not limited to all internal roads within the scheme land); or
 - 4.1.2 permit an Invitee to park a Vehicle, or allow a Vehicle to stand, on the common property, except for the designated visitor parking.
- 4.2 An Owner or Occupier must not, without the body corporate's written approval drive or permit to be driven any motor vehicle in excess of two (2) tonnes (other than vehicles(s) necessary to complete the construction and/or occupation of any building on a Lot or vehicles entitled by statute, ordinance, code or other law) over the common property. This by-law does not apply to the original owner while it remains an Owner or Occupier of any lot.
- 4.3 An approval under clause 4.1 or 4.2 must state the period for which it is given, with the exception of designated visitor parking. However, the body corporate may cancel the approval by giving seven (7) days written notice to the Owner or Occupier, with the exception of designated visitor parking.

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- 4.4 An Owner or Occupier must ensure their Invitees only use the designated visitor parking for casual parking.
- 4.5 An Owner or Occupier must not drive a vehicle over the common property at a speed greater than 10kph.
- 4.6 The body corporate may from time to time designate an area of common property to be used for the washing of Vehicles. If an area is designated by the body corporate an Owner or Occupier must not wash a Vehicle anywhere else on the common property.

5 OBSTRUCTION/NUISANCE/INTERFERENCE

An Owner or Occupier must not: -

- 5.1 obstruct the lawful use of the common property by any other person;
- 5.2 cause a nuisance or act in such a way so as to interfere with the peaceful enjoyment of any person lawfully on another lot or using the common property;
- 5.3 operate or permit to be operated on the scheme land any radio, two way radio, short wave radio, transmitter, telecommunications device or electronic equipment so as to interfere with any domestic appliance or apparatus (including but not limited to a television or radio) lawfully being used on a lot or the common property; or
- 5.4 ride or permit to be ridden on the common property any skateboard, roller blades, skates, cart or any other similar equipment.

6 DEPOSITING RUBBISH, ETC ON THE COMMON PROPERTY

An Owner or Occupier must not deposit or throw upon the common property or any lot any paper, refuse, cigarette butts, rubbish, dirt, dust or any other material likely to interfere with the peaceful enjoyment of a person lawfully on a lot or using the common property.

7 GARBAGE DISPOSAL

- 7.1 Unless the body corporate provides some other method of garbage disposal, every Owner or Occupier must keep a receptacle for garbage in a clean and dry condition on the lot or on a part of the common property designated by the body corporate for that purpose.
- 7.2 The Owner/Occupier must:-
 - 7.2.1 comply with all local government laws about the disposal of garbage;
 - 7.2.2 ensure that in disposing of garbage, the Owner/Occupier does not adversely affect the safety, hygiene, health or comfort of other Owners and Occupiers; and
 - 7.2.3 use any recycle bins or receptacles that are provided by the body corporate and/or the local authority, and, separate where necessary any garbage so full use is made of any recycle bins or receptacles.
- 7.3 Where any receptacle for garbage kept by the Owner or Occupier in accordance with by-law 7.1 contains garbage, the Owner or Occupier must ensure the receptacle:-
 - 7.3.1 is available on all collection days in a manner acceptable to the garbage collectors (which includes but is not limited to taking the receptacle to the collection point nominated by the body corporate committee);
 - 7.3.2 is returned to its correct storage position after collection; and
 - 7.3.3 does not remain at the collection point for more than twenty four (24) hours.

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8 DAMAGE TO LAWNS ETC ON COMMON PROPERTY

An Owner or Occupier must not without the body corporate's written approval or unless authorised under an exclusive use by law:-

- 8.1 damage any lawn, garden, tree, shrub, plant or flower growing on the common property; or
- 8.2 use any part of the common property as a garden.

9 DAMAGE AND ALTERATIONS TO COMMON PROPERTY

9.1 An Owner or Occupier must not (without the body corporate's written consent):-

- 9.1.1 mark, paint, drive nails, screws or other objects into, or otherwise damage, deface any structure that forms part of the common property or any body corporate asset;
- 9.1.2 make any alterations or improvements to the common property.

9.2 This by-law does not prevent an Owner or Occupier (or person authorised by an Owner or Occupier) from installing:

- 9.2.1 any lock or other safety device to protect a lot against intruders; or
- 9.2.2 any screen or other device to prevent the entry of animals or insects upon a lot;

provided the device or screen is soundly built and is consistent with the colour, style and materials of the building and is maintained in a state of good and serviceable repair by the Owner/Occupier.

9.3 Notwithstanding by-laws 9.2 and 9.3, an Owner or Occupier may install a security screen, door, device (or approved equivalent) on their lot without the consent of the body corporate but only if the security screen, door, device (or approved equivalent) is a "crim mesh security screen" and:

- 9.3.1 the border of the security screen, door, device or approved equivalent matches the existing door or window frame colour; and
- 9.3.2 the remainder of the security screen, door, device or approved equivalent (including any mesh or grille) is black in colour.

9.4 The body corporate may (but is not obliged to) refer the request for its consent under this by-law to the architect appointed by the body corporate. If the architect:-

- 9.4.1 recommends the alterations or improvements be approved, the body corporate must provide its consent to the alterations or improvements; or
- 9.4.2 recommends the alterations or improvements be refused, the body corporate must not provide its consent to the alterations or improvements.

9.5 The body corporate will be entitled to request copies of all plans and specifications and any report(s) it (or the architect considering the proposed alteration) considers necessary to enable the body corporate to consider a request for its approval under this by-law and the Owner or Occupier must (at their cost) comply with any request. Any costs payable to the architect in considering the proposed alterations or improvements must be paid by the Owner or Occupier making the request.

9.6 Any alterations or improvements must be: -

- 9.6.1 carried out in:-
 - (a) a good and workmanlike manner by appropriately skilled and qualified tradespeople;
 - (b) accordance with any conditions imposed by the body corporate ;

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- (c) accordance with the requirements of any relevant authority;
- (d) such a manner as to minimise interference to any people lawfully on another lot or using the common property; and

9.6.2 completed as soon as possible after commencement.

- 9.7 Any improvement to the common property must be maintained by the current Owner of the lot (to whom consent for the alteration was provided under this by-law) unless otherwise provided by the body corporate.

10 OVERLOADING OF STRUCTURES

- 10.1 An Owner or Occupier must not damage any structure forming part of the scheme land (including the floors and/or walls of the building(s)) by overloading the structure.
- 10.2 An Owner or Occupier must not (without the prior written consent of the body corporate) do anything which will or may have an adverse effect on the load bearing capacity of the whole or part of any structure forming part of the scheme land.
- 10.3 The body corporate will be entitled to request copies of all documents and report(s) it considers necessary to enable the body corporate to consider a request for its approval under this by-law and the Owner or Occupier must (at their cost) comply with any request.

11 ALTERATIONS TO A LOT

- 11.1 An Owner or Occupier must not (without the prior written consent of the body corporate) alter the external appearance of a lot or make any structural alterations (including structural fitouts) to a lot. Any alteration carried out in contravention of this by-law may be removed (with or without notice) by the body corporate or its servants, agents or contractors and the Owner or Occupier of the lot must permit entry to the lot for this purpose. This by-law does not apply to the original owner.
- 11.2 The body corporate may (but is not obliged to) refer the request for its consent under this by-law to an architect appointed by the body corporate. If the architect:-
- 11.2.1 recommends the alterations be approved, the body corporate must provide its consent to the alterations; or
 - 11.2.2 recommends the alterations be refused, the body corporate must not provide its consent to the alterations.
- 11.3 An alteration to the external appearance of a lot or a structural alteration to a lot includes but is not limited to painting or repainting of or the carrying out of work to the exterior of a lot, the erection of external blinds, awnings, pergolas, external aerials, receivers, satellite dishes, changes to utility infrastructure (including gas, water or electrical installations), the installation or replacement of an air-conditioning unit or the enclosure of any balcony or patio.
- 11.4 The body corporate will be entitled to request copies of all plans and specifications and any report(s) it (or the architect considering the proposed alteration) considers necessary to enable the body corporate to consider a request for its approval under this by-law and the Owner or Occupier must (at their cost) comply with any request. Any costs payable to the architect in considering the proposed alterations must be paid by the Owner or Occupier making the request.
- 11.5 Any alterations must be carried out in:-
- 11.5.1 a good and workmanlike manner;
 - 11.5.2 in accordance with any conditions imposed by the body corporate committee; and
 - 11.5.3 in accordance with the requirements of any relevant authority.

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12 WINDOW COVERINGS

An Owner or Occupier must not hang any window covering (including curtains, blinds, shutters, venetians or roller shades) or apply any window tinting visible from outside the lot (the "window coverings") unless the window coverings have a neutral backing, or the colour and design of the window coverings and the type of window tinting has been approved in writing by the body corporate committee. In giving any approval the body corporate must ensure so far as is practical that the window coverings and tinting used in all lots present a uniform appearance when viewed from outside the lots. This by-law does not apply to the original owner.

13 APPEARANCE OF LOT AND COMMON PROPERTY AND OUTDOOR DRYING FACILITIES

13.1 An Owner or Occupier must not (without the prior written consent of the body corporate committee):-

- 13.1.1 paint, affix or display any sign, advertisement, notice, poster, placard, banner, pamphlet or similar article or hang any washing, towels, clothing, bedding or other articles (except on any clothes line provided for the purpose of hanging laundry) on any lot or the common property;
- 13.1.2 park a Vehicle (other than a car which has current registration) on a lot or allow a Vehicle (other than a car which has current registration) to stand on any lot;
- 13.1.3 do any maintenance work on any Vehicle if the Vehicle is visible from another lot, the common property or outside the scheme land;
- 13.1.4 place any outdoor drying facilities including a clothes line, hoist or rack ("drying facilities") on the common property;
- 13.1.5 use drying facilities;
- 13.1.6 install any umbrella or awning on a lot; or
- 13.1.7 use any part of a lot or the common property for storage;

in such a way as to be visible from another lot, the common property or outside the scheme land.

13.2 Provided however while the original owner remains an Owner or Occupier of any lot, the original owner may:-

- 13.2.1 affix or display any sign, advertisement or notice for the purpose of offering any lot for sale or lease; or
- 13.2.2 use any part of a lot or common property (other than areas of the common property which are allocated for the exclusive use by an Owner.

14 MAINTENANCE OF LOTS

14.1 Every Owner/Occupier:-

- 14.1.1 is responsible for the maintenance and decoration of its lot and must ensure that each lot is kept clean (including but not limited to the removal of garbage) and maintained so as not to allow infestation by vermin or insects or to be offensive in appearance to other Owners and Occupiers;
- 14.1.2 must ensure that any waterproofing membrane which forms part of a lot is maintained to prevent water escaping onto another lot or the common property;
- 14.1.3 is responsible for the maintenance and replacement of any lawn, garden, tree, shrub, plant or flower growing on its lot and must ensure any vegetation:-
 - (a) is kept in good condition (which includes but is not limited to regularly mowing any lawn and keeping any plants in good condition and keeping any garden reasonably free of weeds and removing and replacing any dead plants) and within the boundaries of the lot;

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- (b) is maintained so as not to be offensive in appearance to other Owners and Occupiers and to prevent any increase to the fire risk or the spread of noxious weeds;
- 14.1.4 must not (without the prior written consent of the body corporate) change any landscaping scheme or the type of plants.
- 14.2 Windows must be kept clean and any broken windows must be promptly replaced (with glass of a similar standard) by the Owner/Occupier of the lot (at their expense). Owners and Occupiers must securely fasten all doors, windows or other openings to the lot whenever the lot is not occupied.

15 STORAGE OF INFLAMMABLE LIQUIDS ETC.

- 15.1 Subject to by-law 15.2, an Owner or Occupier must not (without the body corporate committee's prior written consent) bring on to, or store any inflammable, explosive or otherwise volatile substance or any thing which would increase the rate of fire insurance on the lot or the scheme land or which may conflict with any insurance policy upon the scheme land or the laws/regulations relating to fires or the regulations or ordinances of any public authority:-
 - 15.1.1 on the common property; or
 - 15.1.2 in a lot (or an area of the common property available for the exclusive use for the purpose of a courtyard/garden) unless the substance or thing is used or is intended for use for domestic purposes and is stored in accordance with the laws/regulations relating to the storage of the substance or thing.
- 15.2 An Owner or Occupier may store fuel in:-
 - 15.2.1 the fuel tank of a Vehicle; or
 - 15.2.2 a tank kept on a Vehicle in which the fuel is stored in accordance with the laws/regulations relating to the storage of the fuel.

16 KEEPING OF ANIMALS

- 16.1 Subject to by-law 16.2 no animal other than animals used as part of the security system/native fauna will be allowed on a lot or the common property unless the keeping of the pet or other animal by the Owner or Occupier is approved by the body corporate committee.
- 16.2 An Owner or Occupier may keep a maximum of two (2) animals on their lot provided:-
 - 16.2.1 the animals are domestic dogs or domestic cats; and
 - 16.2.2 the animals are not (or are not expected to be) of a mass greater than ten (10) kilograms each.
- 16.3 If an Owner or Occupier is permitted to keep a pet or other animal pursuant to by-law 16.2, then that Owner or Occupier must ensure:-
 - 16.3.1 that any droppings or waste material deposited by the pet or other animal on the common property is promptly removed and deposited in an appropriate garbage receptacle with appropriate wrapping;
 - 16.3.2 a photograph of the animal and the name of the animal are provided to the body corporate;
 - 16.3.3 that dogs are at all times kept on a leash while on the common property;
 - 16.3.4 that cats are kept indoors during the hours of darkness;
 - 16.3.5 that the pet wears an identification tag clearly showing the Owner or Occupier's address and/or telephone number;

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- 16.3.6 that in addition to 16.3.5 above, cats wear collar bells; and
- 16.3.7 that the pet or other animal is kept clean, quiet and controlled at all times while on a lot or the common property.
- 16.4 Despite anything else in this by-law the body corporate committee may:-
- 16.4.1 refuse permission to bring a pet or other animal onto a lot or the common property by giving notice to the owner of the pet or other animal concerned; and/or
- 16.4.2 if the animal is kept in accordance with by-law 16.2, give written notice to the Owner or Occupier that the pet or other animal must be removed from the scheme land;
- if, in the reasonable opinion of the body corporate committee, the pet or other animal is a nuisance or a danger to any person lawfully on a lot or using the common property or there has been a persistent breach of this by-law.
- 16.5 Any Owner or Occupier who brings or allows a pet or other animal onto a lot or the common property is responsible for and assumes all liability for the actions of the pet or other animal whether or not the Owner or Occupier had knowledge, notice or forewarning of the likelihood of such action.
- 16.6 This by-law is subject to the provisions of Section 181 of the Act.

17 BEHAVIOUR OF INVITEES

- 17.1 Owners and Occupiers must take all reasonable steps to ensure their Invitees are adequately clothed at all times and do not behave in a manner likely to interfere with the peaceful enjoyment of a person lawfully on another lot or the common property or in a way that is likely to result in a breach of these by-laws.
- 17.2 Owners and Occupiers will be liable to compensate the body corporate for all damage to the common property or body corporate assets caused by their Invitees.
- 17.3 The Owner of a lot which is the subject of a lease, licence or tenancy agreement must take all reasonable steps to ensure their Invitees comply with these by-laws, including but not limited to:-
- 17.3.1 ensuring the agreement contains provisions requiring the Occupier to comply with these by-laws; and
- 17.3.2 taking action under the agreement to ensure these by-laws are complied with.

18 USE OF LOTS

- 18.1 All lots must be used only for:-
- 18.1.1 residential purposes; and/or
- 18.1.2 home occupation purposes.
- 18.2 An Owner or Occupier must not use a lot for any illegal, unlawful or immoral purpose or for any purpose which may interfere with the peaceful enjoyment of a person lawfully on another lot or the common property that may cause a nuisance or hazard or that may endanger the safety or good reputation of another Owner or Occupier.
- 18.3 Despite the provisions of this by-law the original owner may use any lot it owns for display purposes and permit the lots it owns and the common property to be inspected by prospective purchasers.
- 18.4 Where a lot includes an area designed for the parking of cars, the Owner or Occupier of the lot must only use this part of the lot for car parking purposes.

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19 RECOVERY BY BODY CORPORATE

Where the body corporate spends money to repair damage caused by a breach of the Act or of these by-laws by any Owner, Occupier or Invitee then the body corporate is entitled to recover:-

- 19.1 from the Owner (if the damage is caused by the Owner); or
- 19.2 from the Owner (at the time the damage occurred) of the lot from which the Occupier or Invitee came (if the damage is caused by an Occupier or Invitee);

the amount spent as a debt in any court action.

20 RECOVERY OF COSTS

20.1 An Owner (which expression shall extend to a mortgagee in possession) must pay on demand the whole of the body corporate's costs and expenses (including solicitor and own client costs and body corporate administrative and secretarial costs), such amount to be deemed a liquidated debt incurred in:-

- 20.1.1 requesting payment of and collecting and recovering contributions or monies payable to the body corporate pursuant to the Act duly levied upon that Owner by the body corporate or otherwise or pursuant to these by-laws; and
- 20.1.2 all proceedings, including legal proceedings concluded or otherwise in favour of the body corporate taken by or against the Owner and/or Occupier of the Owner's lot or otherwise, including, but not limited to, applications for an order by the commissioner, appeals to the tribunal and appeals to the court.

20.2 In the event that the Owner (or the Owner's mortgagee in possession) fails to attend to the payment of such costs and expenses after demand is made for the payment of these costs and expenses, the body corporate may:-

- 20.2.1 treat such costs and expenses as a liquidated debt and take action for the recovery of the costs and expenses in any court of competent jurisdiction; and
- 20.2.2 enter such costs and expenses against the levy account of such Owner in which case the amount of the costs and expenses must be paid to the body corporate upon a subsequent sale or disposal of the Owner's lot failing which the purchaser of this lot will be liable to the body corporate for the payment of the costs and expenses.

21 POST BOXES

An Owner or Occupier must regularly clear its post box.

22 FURTHER DUTIES OF OCCUPIERS

22.1 An Owner or Occupier must:-

22.1.1 give to the body corporate prompt notice of any accident to or defect in:

- (a) the common property (including but not limited to utility infrastructure); and
- (b) any other property owned by the body corporate (including body corporate assets);

and must allow the body corporate full authority by its agents or servants to examine or make repairs or renovations which are deemed necessary for the safety and preservation of the building(s);

22.1.2 promptly notify the body corporate (and provide a detailed description) of any accident occurring on the common property;

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- 22.1.3 permit the body corporate and its servants, agents and contractors at all reasonable times on one day's notice (except in the case of an emergency when no notice will be required) to enter a lot for the purpose of inspecting the interior of the lot and testing or carrying out works or effecting repairs on utility infrastructure or for the purpose of ensuring that these by-laws are being observed or for carrying out works or taking steps to ensure compliance with these by-laws. The body corporate in exercising this power must ensure its servants, agents and contractors cause as little inconvenience as is reasonable in the circumstances;
- 22.1.4 carry out all work that may be ordered by any competent public or local authority other than work that is for the building(s) generally;
- 22.1.5 in the event of any infectious disease occurring on any lot and which requires notification by any statute, regulation or ordinance, the Owner or Occupier must give written notice and other required information to the body corporate committee and must pay to the body corporate any expenses incurred by the body corporate in disinfecting the lot and the other parts of the building(s) and replacing any articles or things the destruction of which may be rendered necessary by such disease;
- 22.1.6 observe the terms of any notice displayed on the common property by the body corporate or any statutory authority;
- 22.1.7 not permit any auction sale to be conducted on or to take place upon any lot or the common property without the prior written consent of the body corporate committee. This by-law does not apply to the original owner;
- 22.1.8 before moving any heavy furniture, or equipment into or out of any lot give notice to the Complex Manager (who must ensure protective barriers are placed where required) and must move the same during normal daylight hours and do so with minimum interference to other Owners and Occupiers;
- 22.1.9 not (without the body corporate's authority) instruct any contractors or workmen employed by or on behalf of the body corporate;
- 22.1.10 if the Owner or Occupier wishes to lodge a complaint or application or to bring any matter to the attention of the body corporate committee address the written complaint, application or matter to the secretary of the body corporate or to the body corporate manager;
- 22.1.11 not use any water closets, conveniences and other water apparatus including waste pipes and drains installed in any lot and/or the common property for any purpose other than for which they were constructed and must not deposit any sweepings, rubbish or other unsuitable substances into these fixtures;
- 22.1.12 not use utility infrastructure for any purpose other than for which it was constructed;
- 22.1.13 only store a bicycle (which is to be locked) on the common property in the bicycle racks;
- 22.1.14 not waste water and must ensure that all water taps in a lot or on the common property are turned off after use. If a lot is unoccupied for a period of more than one month, then any stopcock on the hot water system must be turned off; and
- 22.1.15 promptly carry out any repairs to a lot in a proper and workmanlike manner.

23 APPROVALS BY BODY CORPORATE AND BODY CORPORATE COMMITTEE

Any approval given by the body corporate or the body corporate committee:-

- 23.1 is valid for the period stated in the approval or until such time as the approval is cancelled by the body corporate or body corporate committee; and
- 23.2 may be given on such conditions as the body corporate or body corporate committee thinks fit.

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24 USE OF SWIMMING POOL

The swimming pool must not be used between the hours of 9:00 pm and 7:00 am without the prior approval of the body corporate committee.

25 USE OF BARBECUE(S) / COMMON AREA

The barbecue(s) and the common area must not be used between the hours of 10:00 pm and 7:00 am without the prior approval of the body corporate committee.

26 USE OF RECREATION FACILITIES

An Owner or Occupier must ensure:-

- 26.1 that their Invitees do not use any of the Recreation Facilities unless the Invitee is accompanied by an Owner or Occupier;
- 26.2 that children below the age of thirteen (13) years do not use any of the Recreation Facilities unless accompanied by an adult Owner or Occupier exercising effective control over them;
- 26.3 that alcoholic beverages are not taken to or consumed in or around the swimming pool;
- 26.4 that glass containers or receptacles are not taken to or allowed to remain in or around the swimming pool;
- 26.5 that the Owner or Occupier and their Invitees exercise caution at all time when using the Recreation Facilities and do not behave in any manner (including running or splashing) which is likely to interfere with the use and enjoyment of the Recreation Facilities by any person lawfully using the Recreation Facilities;
- 26.6 that the Owner or Occupier and their Invitees do not place any soap, bubble bath or shampoo in any pool or spa;
- 26.7 the cooking appliances are used in a proper manner and turned off and cleaned after use;
- 26.8 that after the Recreation Facilities are used, the area is left in a clean and tidy state;
- 26.9 that (subject to Section 181 of the Act) no animals are brought onto or within the Recreation Facilities;
- 26.10 that the Owner or Occupier and their Invitees are adequately clothed at all times;
- 26.11 that the Owner or Occupier and their Invitees obey any lawful direction given to them by the body corporate or the Complex Manager;
- 26.12 that the Owner or Occupier or their Invitees do not without the proper authority operate, adjust or interfere with the Recreation Facilities;
- 26.13 that the Owner or Occupier or their Invitees do not use the Recreation Facilities, if the Recreation Facilities are damaged in which case they must ensure that any damage is reported to the Complex Manager.

27 BOOKING OF COMMON PROPERTY

- 27.1 The Complex Manager may, at its discretion, operate a booking system, to enable Owners or Occupiers to reserve that part of the common property known as the common area for functions from time to time.
- 27.2 In operating this booking system the Complex Manager:-
 - 27.2.1 must allocate bookings on a "first come, first served" basis;

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- 27.2.2 may, in the case of the clubhouse, require a deposit of \$100.00 (or other amount the body corporate committee deems appropriate from time to time) to cover the costs of cleaning and repair of the common property. If in the reasonable opinion of the Complex Manager, the common property has not been adequately cleaned after the function, or that damage has occurred to the common property as a result of the function, then the Complex Manager may withhold the deposit and apply it to such cleaning or repair; and
- 27.2.3 must comply with the reasonable requirements of the body corporate committee in relation to the management and operation of the booking system, notified to the Complex Manager from time to time.
- 27.3 If an Owner or Occupier has reserved part of the common property, other Owners and Occupiers must not interfere (and must ensure their Invitees do not interfere) with the use of that part of the common property by the Owner or Occupier.

28 RULES RELATING TO COMMON PROPERTY

The body corporate committee may make rules relating to the common property not inconsistent with these by-laws and these rules must be observed by all Owners and Occupiers while they remain in force or unless and until they are repealed by an ordinary resolution of a general meeting of the body corporate.

29 DISPLAY OF BY-LAWS

A copy of these by-laws must be exhibited in a prominent place in any lot which is not occupied by an Owner.

30 SMOKING IN COMMON AREAS PROHIBITED

An Owner, Occupier or Invitee must not engage in or allow smoking in any areas of common property located inside a building (including any part of the common area).

31 RENOVATION OF LOT

The manner and style of any fit out or renovation (including but not limited to the removal, installation or reinstallation of any hard floor (e.g. tiles or timber)) of any lot must have the prior written approval of the body corporate (and if necessary the approval of any relevant authority). The body corporate will be entitled to request copies of all plans and specifications and any report it considers necessary to enable the body corporate to consider a request for its approval and the Owner or Occupier must (at their cost) comply with any request. If the body corporate determines it is necessary to engage a consultant to provide advice in relation to the request, the costs of this consultant must be paid by the Owner or Occupier making the request for the approval of the body corporate.

32 FIRE APPARATUS

No Owner or Occupier is to:-

- 32.1 interfere with fire safety equipment or use it other than for the purpose for which it was installed; or
- 32.2 obstruct any fire exit or means of access to any fire safety equipment.

33 SECURITY

- 33.1 The body corporate may operate a security system (including the installation of locks and other security devices) and make rules and arrangements under which parts of the scheme land are secured against entry by unauthorised persons.
- 33.2 To the maximum extent permitted by law the body corporate is not liable for any loss or damage to any person or property due to:-
- 33.2.1 the failure or non operation of the security system; or
- 33.2.2 the unauthorised entry to any part of the scheme land.

Title Reference 50874471

- 33.3 An Owner or Occupier must not disclose to any person any information nor do anything which may in any way adversely affect any security system operated by the body corporate.

34 INSURANCE

If due to the nature of activities undertaken by any Owner or Occupier, the premiums payable under any insurance policy taken out by the body corporate increase, then the Owner of any such lot must pay to the body corporate the amount of increase in the premium(s) resulting from the activities undertaken by the Owner or Occupier.

35 ORIGINAL OWNER PERMITTED TO USE COMMON PROPERTY

Until all lots in the scheme have been developed and sold by the original owner, the original owner has the authority of the body corporate to access the common property for:-

- 35.1 the carrying out of promotional and marketing functions provided all reasonable steps are taken to minimise disturbance to the Owners, Occupiers and Invitees; and
- 35.2 construction purposes. The rights granted to the original owner under this by-law include but are not limited to:-
- 35.2.1 the right to have construction traffic cross over the common property; and
- 35.2.2 the right to cause any front entry gates to remain open during working hours to facilitate access.

36 AIR-CONDITIONING UNITS

Each Owner or Occupier must repair and maintain any air-conditioning unit that services the lot so the unit:-

- 36.1 if visible from another lot, the common property or outside the scheme land is kept in a clean and tidy condition;
- 36.2 does not create any noise likely to interfere with the peaceful enjoyment of any person lawfully on another lot or the common property; and
- 36.3 does not produce any leakage likely to interfere with the peaceful enjoyment of a person lawfully on another lot or using the common property.

37 OUTDOOR DRYING FACILITIES

- 37.1 An Owner or Occupier must not, without the body corporate's written approval: -
- 37.1.1 place any outdoor drying facilities including a clothes line, hoist or rack ("drying facilities") on the common property; or
- 37.1.2 use any drying facilities;
- in such a way as to be visible from another lot, the common property or outside the scheme land.
- 37.2 An Owner or Occupier must:-
- 37.2.1 only use drying facilities for the drying of articles and must promptly remove any dry articles and (if possible) retract the drying facilities when not in use: and
- 37.2.2 not change or replace any drying facilities without the body corporate's prior written consent.

If an Owner or Occupier obtains the body corporate's written approval under by-law 37.1 the requirements of this by-law 37.2 will apply in addition to any conditions imposed by the body corporate.

Title Reference 50874471

38 EXCLUSIVE USE – COURTYARD/GARDEN

- 38.1 The Owner of each lot identified in Schedule E is granted the exclusive use (for the purpose of a courtyard/garden) of that part of the common property as identified in Schedule E (for the lots) and for that purpose on the attached sketch plans marked "B1" and "B2".
- 38.2 Each Owner to whom exclusive use has been granted pursuant to this by-law:-
- 38.2.1 must only use the area for recreation purposes;
- 38.2.2 is responsible for keeping the area in a clean and tidy condition and will also be responsible for the maintenance of the area and the maintenance and replacement of any lawn, garden, tree, shrub, plant or flower growing in the area and must ensure any vegetation is kept in good condition (which includes but is not limited to regularly mowing any lawns and keeping any plants in good condition and keeping any gardens reasonably free of weeds and removing and replacing any dead plants);
- 38.2.3 must ensure the courtyard/garden is maintained so as not to be offensive in appearance to other Owners and Occupiers and to prevent any increase to the fire risk or the spread of noxious weeds; and
- 38.2.4 must not (without the prior written consent of the body corporate) change any landscaping scheme or the type of plants.

39 EXCLUSIVE USE – VISITOR CARPARKS

- 39.1 The Owner of each lot identified in Schedule E is granted the exclusive use (for the purpose of a car park) of that part of the common property as identified in Schedule E (for the lot and for that purpose) and on the attached sketch plans marked "B1" and "B2".
- 39.2 Each Owner to whom exclusive use has been granted pursuant to this by-law:-
- 39.2.1 must only use the area for the purpose of allowing an Invitee to park a registered Vehicle (when visiting the lot);
- 39.2.2 is responsible for keeping the area in a clean and tidy condition;
- 39.2.3 is responsible for repairing any damage caused to the area by the Owner, its Invitees or its Occupiers;
- 39.2.4 must not park (or allow its Occupiers to park a registered Vehicle in the area; and
- 39.2.5 is not entitled to enclose this area without the written consent of the body corporate.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED**Statutory Easements and Services Location Diagrams**

1. The lots affected, or proposed to be affected, by a statutory easement, and the type of statutory easement are set out in the following table:-

| Lot on Plan | Statutory Easement | Services Location Diagrams |
|--------------------|---|----------------------------|
| Lot 79 on SP252618 | Support, shelter, utility services and utility infrastructure | Not required |
| Lot 80 on SP252618 | Support, shelter, utility services and utility infrastructure | Not required |
| Lot 81 on SP252618 | Support, shelter, utility services and utility infrastructure | Not required |

Title Reference 50874471

| | | |
|---------------------|---|--------------|
| Lot 82 on SP252618 | Support, shelter, utility services and utility infrastructure | Not required |
| Lot 83 on SP252618 | Support, shelter, utility services and utility infrastructure | Not required |
| Lot 84 on SP252618 | Support, shelter, utility services and utility infrastructure | Not required |
| Lot 85 on SP252618 | Support, shelter, utility services and utility infrastructure | Not required |
| Lot 86 on SP252618 | Support, shelter, utility services and utility infrastructure | Not required |
| Lot 87 on SP252618 | Support, shelter, utility services and utility infrastructure | Not required |
| Lot 122 on SP252618 | Support, shelter, utility services and utility infrastructure | Not required |
| Lot 123 on SP252618 | Support, shelter, utility services and utility infrastructure | Not required |
| Lot 124 on SP252618 | Support, shelter, utility services and utility infrastructure | Not required |
| Lot 125 on SP252618 | Support, shelter, utility services and utility infrastructure | Not required |
| Lot 126 on SP252618 | Support, shelter, utility services and utility infrastructure | Not required |
| Lot 127 on SP252618 | Support, shelter, utility services and utility infrastructure | Not required |
| Lot 128 on SP252618 | Support, shelter, utility services and utility infrastructure | Not required |
| Lot 129 on SP252618 | Support, shelter, utility services and utility infrastructure | Not required |
| Lot 130 on SP252618 | Support, shelter, utility services and utility infrastructure | Not required |
| Lot 131 on SP252618 | Support, shelter, utility services and utility infrastructure | Not required |
| Lot 88 on SP238849 | Support, shelter, utility services and utility infrastructure | Not required |
| Lot 89 on SP238849 | Support, shelter, utility services and utility infrastructure | Not required |
| Lot 90 on SP238849 | Support, shelter, utility services and utility infrastructure | Not required |
| Lot 91 on SP238849 | Support, shelter, utility services and utility infrastructure | Not required |
| Lot 92 on SP238849 | Support, shelter, utility services and utility infrastructure | Not required |
| Lot 93 on SP238849 | Support, shelter, utility services and utility infrastructure | Not required |
| Lot 94 on SP238849 | Support, shelter, utility services and utility infrastructure | Not required |

Title Reference 50874471

| | | |
|---------------------|---|--------------|
| | infrastructure | |
| Lot 95 on SP238849 | Support, shelter, utility services and utility infrastructure | Not required |
| Lot 96 on SP238849 | Support, shelter, utility services and utility infrastructure | Not required |
| Lot 97 on SP238849 | Support, shelter, utility services and utility infrastructure | Not required |
| Lot 98 on SP238849 | Support, shelter, utility services and utility infrastructure | Not required |
| Lot 99 on SP238849 | Support, shelter, utility services and utility infrastructure | Not required |
| Lot 100 on SP238849 | Support, shelter, utility services and utility infrastructure | Not required |
| Lot 101 on SP238849 | Support, shelter, utility services and utility infrastructure | Not required |
| Lot 102 on SP238849 | Support, shelter, utility services and utility infrastructure | Not required |
| Lot 103 on SP238849 | Support, shelter, utility services and utility infrastructure | Not required |
| Lot 104 on SP238849 | Support, shelter, utility services and utility infrastructure | Not required |
| Lot 105 on SP238849 | Support, shelter, utility services and utility infrastructure | Not required |
| Lot 106 on SP238849 | Support, shelter, utility services and utility infrastructure | Not required |
| Lot 107 on SP238849 | Support, shelter, utility services and utility infrastructure | Not required |
| Lot 108 on SP238849 | Support, shelter, utility services and utility infrastructure | Not required |
| Lot 109 on SP238849 | Support, shelter, utility services and utility infrastructure | Not required |
| Lot 110 on SP238849 | Support, shelter, utility services and utility infrastructure | Not required |
| Lot 111 on SP238849 | Support, shelter, utility services and utility infrastructure | Not required |
| Lot 112 on SP238849 | Support, shelter, utility services and utility infrastructure | Not required |
| Lot 113 on SP238849 | Support, shelter, utility services and utility infrastructure | Not required |
| Lot 114 on SP238849 | Support, shelter, utility services and utility infrastructure | Not required |
| Lot 115 on SP238849 | Support, shelter, utility services and utility infrastructure | Not required |
| Lot 116 on SP238849 | Support, shelter, utility services and utility infrastructure | Not required |

Title Reference 50874471

| | | |
|---------------------|---|--------------------------------|
| Lot 117 on SP238849 | Support, shelter, utility services and utility infrastructure | Not required |
| Common Property | Support, shelter, utility services and utility infrastructure | Attached and marked "C" |

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

| Lot on Plan | Exclusive Use Area | Purpose |
|---------------------|---|-------------------------------------|
| Lot 79 on SP252618 | Area 79c on the attached sketch plan marked "A" | Courtyard/garden |
| Lot 80 on SP252618 | Area 80c on the attached sketch plan marked "A" | Courtyard/garden |
| Lot 81 on SP252618 | Area 81c on the attached sketch plan marked "A" | Courtyard/garden |
| Lot 82 on SP252618 | Area 82c on the attached sketch plan marked "A" | Courtyard/garden |
| Lot 83 on SP252618 | Area 83c on the attached sketch plan marked "A" Area 83vc on the attached sketch plan marked "A" | Courtyard/garden Visitor Carpark |
| Lot 84 on SP252618 | Area 84c on the attached sketch plan marked "A" | Courtyard/garden |
| Lot 85 on SP252618 | Area 85c on the attached sketch plan marked "A" | Courtyard/garden |
| Lot 86 on SP252618 | Area 86c on the attached sketch plan marked "A" | Courtyard/garden |
| Lot 87 on SP252618 | Area 87c on the attached sketch plan marked "A" | Courtyard/garden |
| Lot 122 on SP252618 | Area 122c on the attached sketch plan marked "A" | Courtyard/garden |
| Lot 123 on SP252618 | Area 123c on the attached sketch plan marked "A" | Courtyard/garden |
| Lot 124 on SP252618 | Area 124c on the attached sketch plan marked "A" | Courtyard/garden |
| Lot 125 on SP252618 | Area 125c on the attached sketch plan marked "A" Area 125vc on the attached sketch plan marked "A" | Courtyard/garden Visitor Carpark |
| Lot 126 on SP252618 | Area 126c on the attached sketch plan marked "A" Area 126vc on the attached sketch plan marked "A" | Courtyard/garden Visitor Carpark |
| Lot 127 on SP252618 | Area 127c on the attached sketch plan marked "A" Area 127vc on the attached sketch plan marked "A" | Courtyard/garden Visitor Carpark |
| Lot 128 on SP252618 | Area 128c on the attached sketch plan marked "A" | Courtyard/garden |
| Lot 129 on SP252618 | Area 129c on the attached sketch plan marked "A" | Courtyard/garden |
| Lot 130 on SP252618 | Area 130c on the attached sketch plan marked "A" | Courtyard/garden |
| Lot 131 on SP252618 | Area 131c on the attached sketch plan marked "A" | Courtyard/garden |
| Lot 88 on SP238849 | Area 88c on the attached sketch plan marked "B" | Courtyard/garden |
| Lot 89 on SP238849 | Area 89c on the attached sketch plan marked "B" | Courtyard/garden |
| Lot 90 on SP238849 | Area 90c on the attached sketch plan marked "B" | Courtyard/garden |
| Lot 91 on SP238849 | Area 91c on the attached sketch plan marked "B" | Courtyard/garden |

Title Reference 50874471

| | | |
|---------------------|---|------------------|
| Lot 92 on SP238849 | Area 92c on the attached sketch plan marked "B" | Courtyard/garden |
| Lot 93 on SP238849 | Area 93c on the attached sketch plan marked "B" | Courtyard/garden |
| Lot 94 on SP238849 | Area 94c on the attached sketch plan marked "B" | Courtyard/garden |
| Lot 95 on SP238849 | Area 95c on the attached sketch plan marked "B" | Courtyard/garden |
| Lot 96 on SP238849 | Area 96c on the attached sketch plan marked "B" | Courtyard/garden |
| Lot 97 on SP238849 | Area 97c on the attached sketch plan marked "B" | Courtyard/garden |
| Lot 98 on SP238849 | Area 98c on the attached sketch plan marked "B" | Courtyard/garden |
| Lot 99 on SP238849 | Area 99c on the attached sketch plan marked "B" | Courtyard/garden |
| | Area 99cv on the attached sketch plan marked "B" | Visitor Carpark |
| Lot 100 on SP238849 | Area 100c on the attached sketch plan marked "B" | Courtyard/garden |
| | Area 100cv on the attached sketch plan marked "B" | Visitor Carpark |
| Lot 101 on SP238849 | Area 101c on the attached sketch plan marked "B" | Courtyard/garden |
| | Area 101cv on the attached sketch plan marked "B" | Visitor Carpark |
| Lot 102 on SP238849 | Area 102c on the attached sketch plan marked "B" | Courtyard/garden |
| | Area 102cv on the attached sketch plan marked "B" | Visitor Carpark |
| Lot 103 on SP238849 | Area 103c on the attached sketch plan marked "B" | Courtyard/garden |
| | Area 103cv on the attached sketch plan marked "B" | Visitor Carpark |
| Lot 104 on SP238849 | Area 104c on the attached sketch plan marked "B" | Courtyard/garden |
| | Area 104cv on the attached sketch plan marked "B" | Visitor Carpark |
| Lot 105 on SP238849 | Area 105c on the attached sketch plan marked "B" | Courtyard/garden |
| | Area 105cv on the attached sketch plan marked "B" | Visitor Carpark |
| Lot 106 on SP238849 | Area 106c on the attached sketch plan marked "B" | Courtyard/garden |
| | Area 106cv on the attached sketch plan marked "B" | Visitor Carpark |
| Lot 107 on SP238849 | Area 107c on the attached sketch plan marked "B" | Courtyard/garden |
| | Area 107cv on the attached sketch plan marked "B" | Visitor Carpark |
| Lot 108 on SP238849 | Area 108c on the attached sketch plan marked "B" | Courtyard/garden |
| | Area 108cv on the attached sketch plan marked "B" | Visitor Carpark |
| Lot 109 on SP238849 | Area 109c on the attached sketch plan marked "B" | Courtyard/garden |
| | Area 109cv on the attached sketch plan marked "B" | Visitor Carpark |
| Lot 110 on SP238849 | Area 110c on the attached sketch plan marked "B" | Courtyard/garden |
| | Area 110cv on the attached sketch plan marked "B" | Visitor Carpark |
| Lot 111 on SP238849 | Area 111c on the attached sketch plan marked "B" | Courtyard/garden |
| | Area 111cv on the attached sketch plan marked "B" | Visitor Carpark |
| Lot 112 on SP238849 | Area 112c on the attached sketch plan marked "B" | Courtyard/garden |
| | Area 112cv on the attached sketch plan marked "B" | Visitor Carpark |

Title Reference 50874471

| | | |
|---------------------|---|------------------|
| Lot 113 on SP238849 | Area 113c on the attached sketch plan marked "B" | Courtyard/garden |
| | Area 113cv on the attached sketch plan marked "B" | Visitor Carpark |
| Lot 114 on SP238849 | Area 114c on the attached sketch plan marked "B" | Courtyard/garden |
| | Area 114cv on the attached sketch plan marked "B" | Visitor Carpark |
| Lot 115 on SP238849 | Area 115c on the attached sketch plan marked "B" | Courtyard/garden |
| | Area 115cv on the attached sketch plan marked "B" | Visitor Carpark |
| Lot 116 on SP238849 | Area 116c on the attached sketch plan marked "B" | Courtyard/garden |
| | Area 116cv on the attached sketch plan marked "B" | Visitor Carpark |
| Lot 117 on SP238849 | Area 117c on the attached sketch plan marked "B" | Courtyard/garden |
| | Area 117cv on the attached sketch plan marked "B" | Visitor Carpark |

PLAN A Sheet 1 of 3

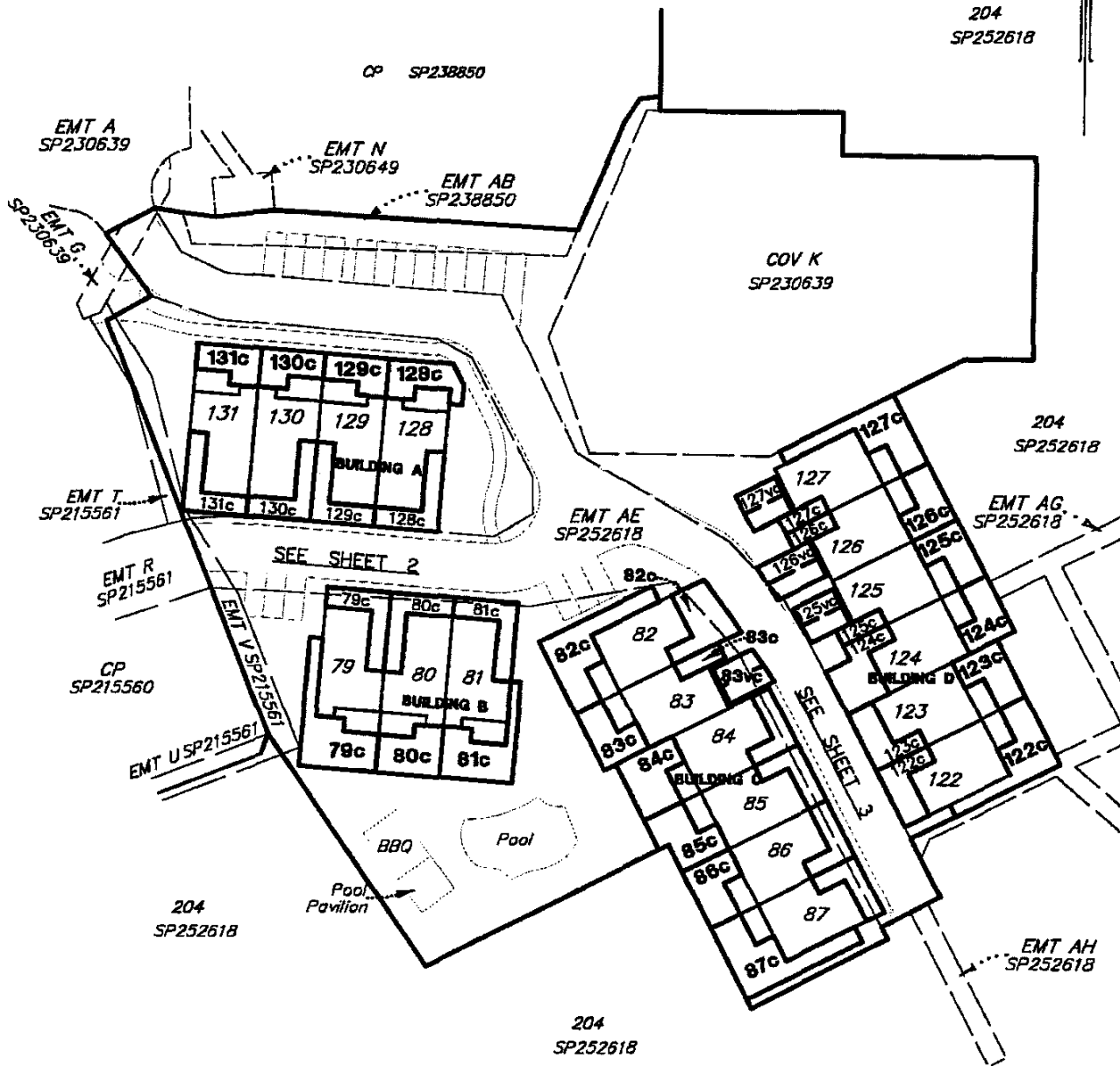
Page of

CTS NO :

TITLE REFERENCE:

LEVEL A

CYATHEA AT ATRIUM COMMUNITY TITLES SCHEME



Note: All Exclusive Use Areas are Fully defined by Structural Elements



Geo Surveying Pty Ltd, (ACN141 059 878)
 Cadastral Surveyor certify that the details
 on this sketch plan are correct.

[Signature]
 Cadastral Surveyor & Director

Date 14-2-2012



CONSULTING SURVEYORS ACN 141 059 878
 p 07 5479 6299 f 07 5479 2088 e Survey@GeoSurveying.com.au
 PO Box 5221 Maroochydore BC Qld 4558 www.GeoSurveying.com.au

PLAN OF EXCLUSIVE USE -
 COURTYARDS & VISITOR CARPARKING
 LEVEL A
 'Cyathea at Atrium' CTS

PARISH: MOOLOOLAH COUNTY: Canning

Scale: 1:750 Plan No: PLAN A

Date: 13/02/2012 File Ref: 110907 Amendment:

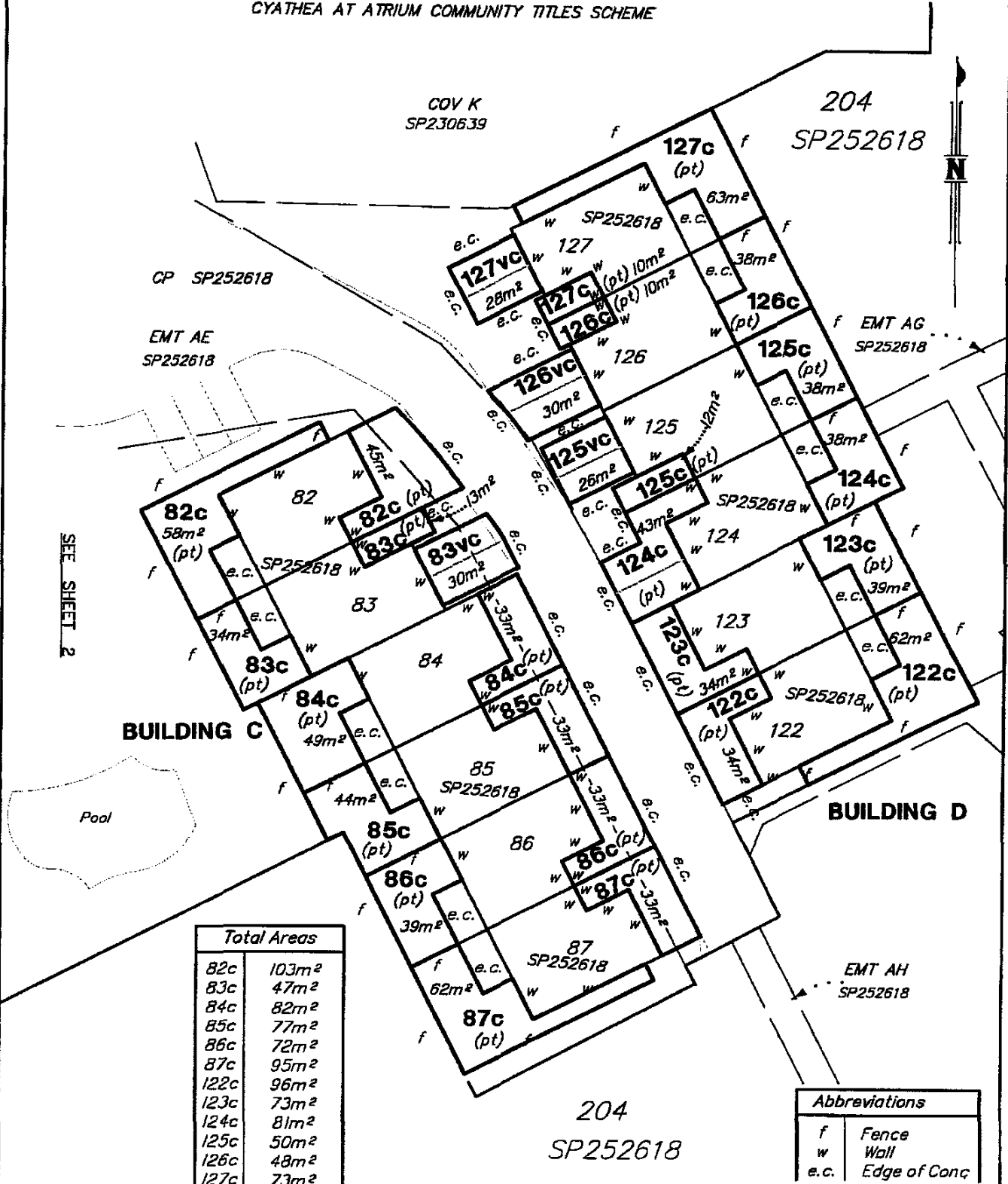
PLAN A Sheet 3 of 3

Page of

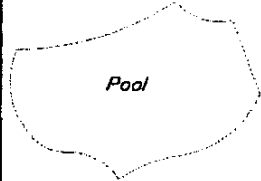
CTS NO :

TITLE REFERENCE:

LEVEL A
CYATHEA AT ATRIUM COMMUNITY TITLES SCHEME



SEE SHEET 2



| Total Areas | |
|-------------|-------------------|
| 82c | 103m ² |
| 83c | 47m ² |
| 84c | 82m ² |
| 85c | 77m ² |
| 86c | 72m ² |
| 87c | 95m ² |
| 122c | 96m ² |
| 123c | 73m ² |
| 124c | 81m ² |
| 125c | 50m ² |
| 126c | 48m ² |
| 127c | 73m ² |

| Abbreviations | |
|---------------|--------------|
| f | Fence |
| w | Wall |
| e.c. | Edge of Conc |

Note: All Exclusive Use Areas are Fully defined by Structural Elements

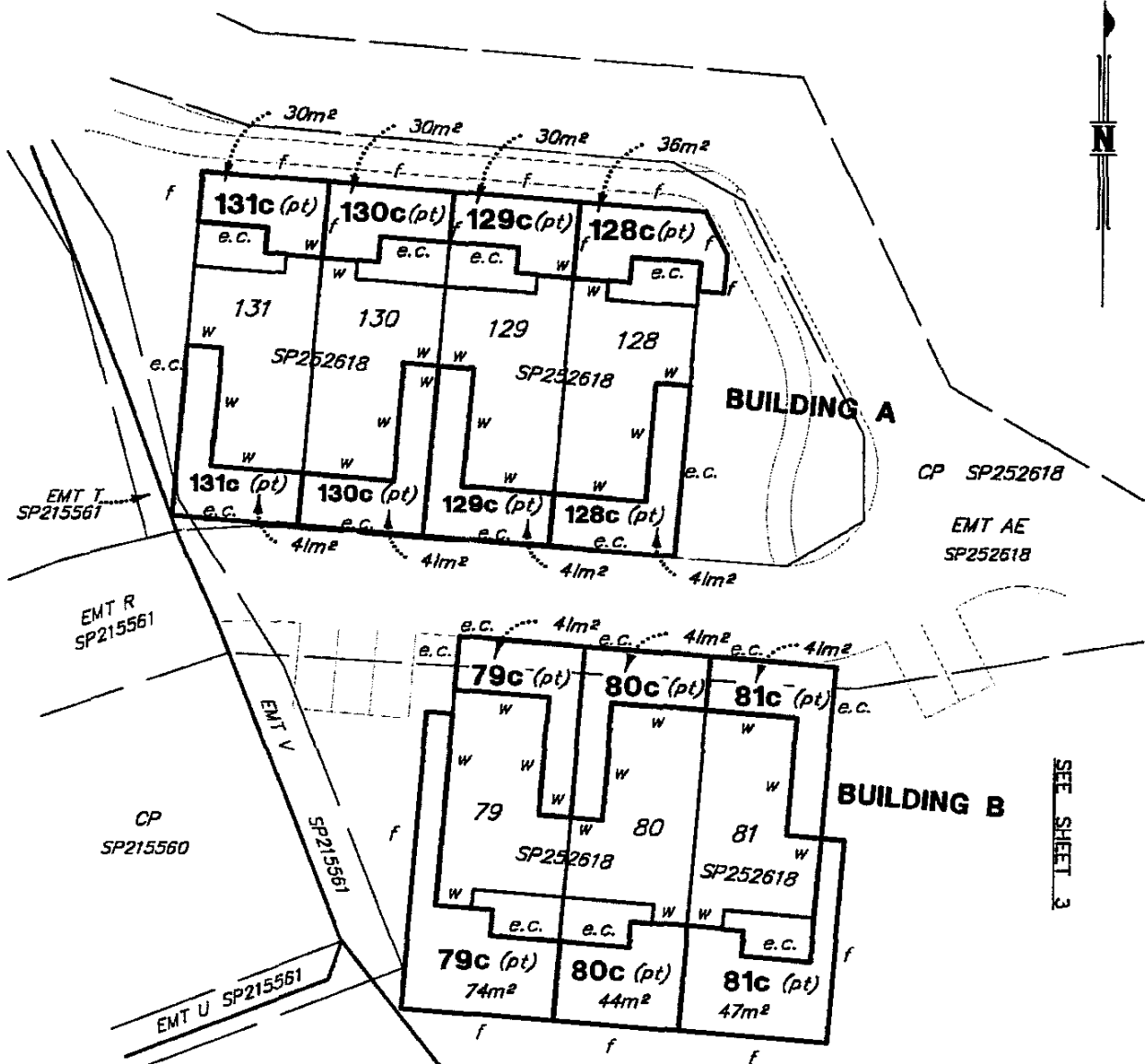
PLAN A Sheet 2 of 3

Page of

CTS NO :

TITLE REFERENCE:

LEVEL A
CYATHEA AT ATRIUM COMMUNITY TITLES SCHEME



| Total Areas | |
|-------------|-------------------|
| 79c | 115m ² |
| 80c | 85m ² |
| 81c | 88m ² |
| 128c | 77m ² |
| 129c | 71m ² |
| 130c | 71m ² |
| 131c | 71m ² |

204
SP252618

| Abbreviations | |
|---------------|--------------|
| f | Fence |
| w | Wall |
| e.c. | Edge of Conc |

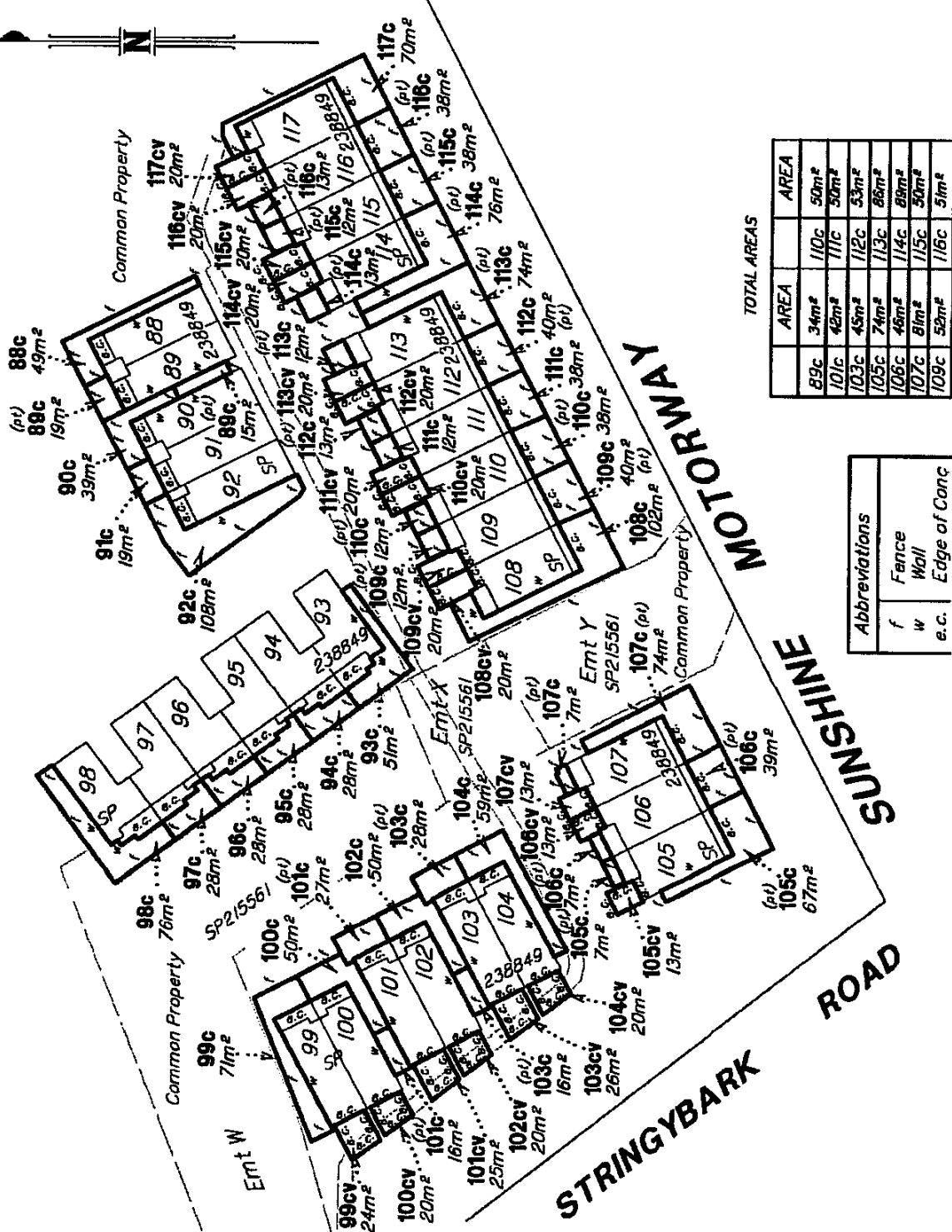
Note: All Exclusive Use Areas are Fully defined by Structural Elements

CTS NO :

PLAN B

Page of

TITLE REFERENCE

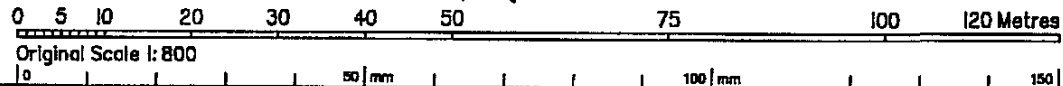


TOTAL AREAS

| AREA | AREA |
|------|------------------|
| 89c | 34m ² |
| 101c | 48m ² |
| 103c | 45m ² |
| 105c | 74m ² |
| 106c | 46m ² |
| 107c | 81m ² |
| 109c | 52m ² |
| 110c | 50m ² |
| 111c | 50m ² |
| 112c | 53m ² |
| 113c | 88m ² |
| 114c | 89m ² |
| 115c | 50m ² |
| 116c | 51m ² |

| Abbreviations | |
|---------------|--------------|
| f | Fence |
| w | Wall |
| e.c. | Edge of Conc |

c - Denotes Courtyard
 cv - Denotes Visitor Carpark



Geo Surveying Pty Ltd, (ACN141 059 878)
 Cadastral Surveyor certify that the details
 on this sketch plan are correct.

[Signature]
 Cadastral Surveyor & Director

Date 20-12-2012

Date : _____

File Ref : 110907

PLAN OF
**EXCLUSIVE USE - COURTYARDS &
 VISITOR CARPARKING**
 LEVEL A
 'Cyathea at Atrium' CTS

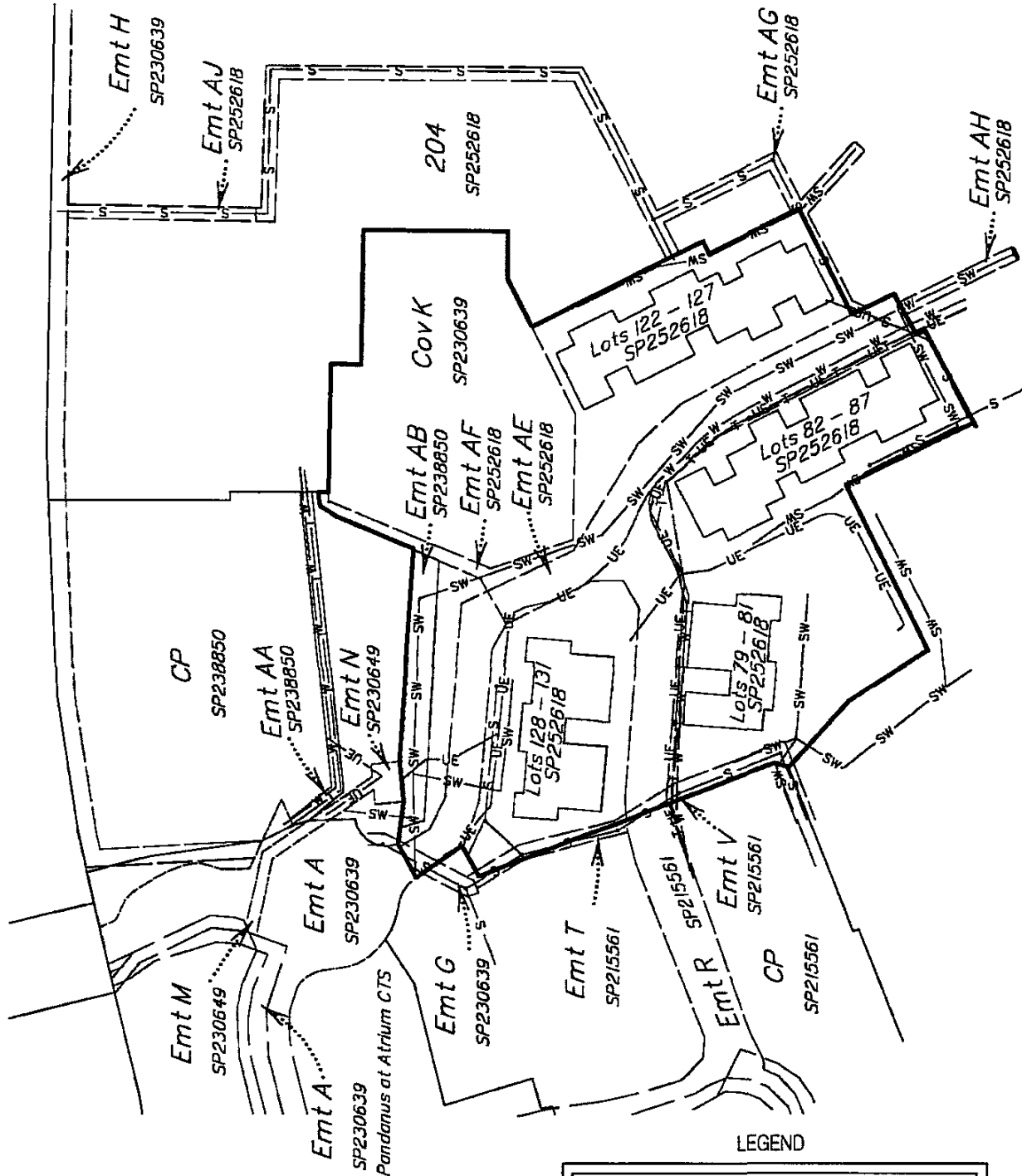
PARISH MOOLOOLAH COUNTY Canning

Scale : 1 : 800 @ A4

Geo
 SURVEYING Pty Ltd
 CONSULTING SURVEYORS

ACN 141 059 878 ABN 48 541 059 878
 p 07 5478 5290
 f 07 5478 2088
 e survey@geosurveying.com.au
 PO Box 5221 Maroochydore BC QLD 4556

Plan No: **PLAN A**
 Amendment : _____



LEGEND

| | |
|------------------|---------------------|
| — S — S — S — | SEWER |
| — SW — SW — | STORMWATER DRAINAGE |
| — W — W — W — | WATER SUPPLY |
| — T — T — T — | TELSTRA |
| — UE — UE — UE — | ELECTRICITY |

IMPORTANT NOTE :

This services location diagram discloses the existence of service easements for the purposes of S.66(1)(d) of the BCCM Act and should not be relied upon to excavate, design or construct near services, or for any reason other than the intended purpose. Exact locations and depths of services on site should be obtained from suitably qualified persons prior to undertaking any works.

Services on this plan may be plotted from sources such as engineering design information and may not have been verified after construction by survey.

SERVICES LOCATION DIAGRAM

'CYATHEA AT ATRIUM STAGE I' CTS

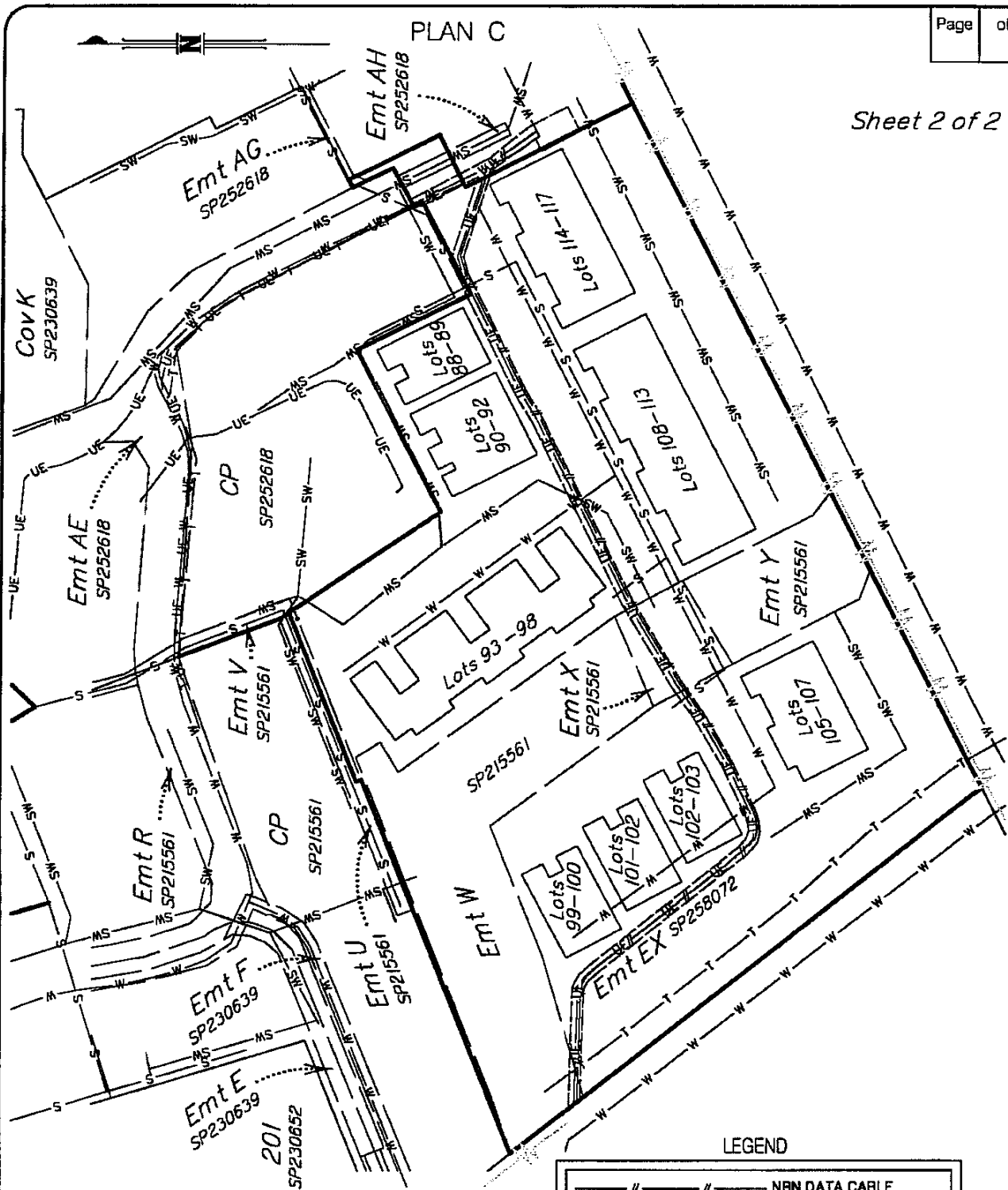
CTS

0 5 10 20 30 40 50

100

150 Metres

Original Scale 1:1000



IMPORTANT NOTE:
 This services location diagram discloses the existence of service easements for the purposes of S.66(1)(d) of the BCCM Act and should not be relied upon to excavate, design or construct near services, or for any reason other than the intended purpose. Exact locations and depths of services on site should be obtained from suitably qualified persons prior to undertaking any works.
 Services on this plan may be plotted from sources such as engineering design information and may not have been verified after construction by survey.

LEGEND

| | |
|----------------|---------------------|
| — // — // — | NBN DATA CABLE |
| — S — S — S | SEWER |
| — SW — SW — SW | STORMWATER DRAINAGE |
| — W — W — W | WATER SUPPLY |
| — T — T — T | TELSTRA |
| — UE — UE — UE | ELECTRICITY |

SERVICES LOCATION DIAGRAM
 ' CYATHEA AT ATRIUM STAGE II 'CTS

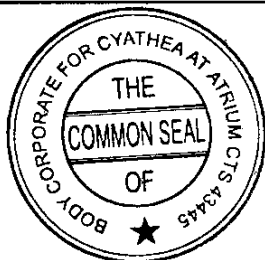


Original Scale 1: 1000

Minutes of the First Extraordinary General Meeting of the Body Corporate for Cyathea At Atrium Community Titles Scheme 43445 held at the office of Sunstate Strata, Cnr Seaside Boulevard and Merchants Parade, Marcoola, on the 19th March 2012.

PRESENT AT MEETING

Cleighton Clark
Steele Clark
Bryce Hansen
Josh Middlebrook



I, Cleighton Clark, chairperson
certify this to be a true copy of the
original document.

Dated this *17th* day of *January* 20*13*

AA

COMPANY NOMINEE

Cleighton Clark presented written notification in the prescribed form of his appointment as the nominee of David Clark Enterprises Pty Ltd ACN 010 466 547

NOTICE OF MEETING

As David Clark Enterprises Pty Ltd was the sole owner at the date of the meeting, no notice need be given in accordance with Body Corporate and Community Management Regulations.

QUORUM

A quorum was formed as Cleighton Clark was present, being the only person entitled to vote.

CHAIRPERSON

Cleighton Clark chaired the meeting which was declared open at 11.15am.

BUSINESS OF THE MEETING

1. ADMINISTRATIVE FUND BUDGET & INCOME LEVY

It was confirmed that the original owner had delivered to the meeting an Administrative Fund Budget for the period 13/03/12 to 28/02/13 being the First Financial Year of the Body Corporate.

RESOLVED by ordinary resolution that the Administrative Fund Budget and Income Levy of \$37,000 for the financial year ending 28/02/13 be approved and adopted.

2. ADMINISTRATIVE FUND LEVIES

RESOLVED by ordinary resolution that the approved Administrative Fund Income Levy of \$37,000 be issued to lot owners as set out hereunder;

| Levy Period | Cost per Lot Owner | Due Date |
|--|--------------------|----------|
| 13/03/12 - 30/06/12 | \$649.12 | 13/03/12 |
| 01/07/12 - 31/10/12 | \$649.12 | 01/08/12 |
| 01/11/12 - 28/02/13 | \$649.13 | 31/12/12 |
| and further, that the treasurer be authorised to issue the levy notice for the first levy period of the next financial year as follows:- | | |
| 01/03/13 - 30/06/13 | \$668.60 | 01/04/13 |

3. SINKING FUND BUDGET & INCOME LEVY

It was confirmed that the original owner had delivered to the meeting a Sinking Fund Budget for the period 13/03/12 to 28/02/13 being the First Financial Year of the Body Corporate.

RESOLVED by ordinary resolution that the Sinking Fund Budget of \$10,000 for the financial year ending 28/02/13 be approved and adopted.

4. SINKING FUND CONTRIBUTIONS

RESOLVED by ordinary resolution that the approved Sinking Fund Budget of \$10,000 be issued to lot owners as set out hereunder;

| Levy Period | Cost per Lot Owner | Due Date |
|--|--------------------|----------|
| 13/03/12 - 30/06/12 | \$175.44 | 13/03/12 |
| 01/07/12 - 31/10/12 | \$175.44 | 01/08/12 |
| 01/11/12 - 28/02/13 | \$175.44 | 31/12/12 |
| and further, that the treasurer be authorised to issue the levy notice for the first levy period of the next financial year as follows:- | | |
| 01/03/13 - 30/06/13 | \$180.70 | 01/04/13 |

5. BODY CORPORATE ADMINISTRATION

RESOLVED by ordinary resolution that Sunstate Strata Pty Ltd be appointed the Body Corporate Manager for Cyathea At Atrium Community Title Scheme 43445 under the terms and conditions of the Administration Agreement presented to the meeting for a period of three years commencing on the 19th March 2012, and further that the common seal be affixed to the Administration Agreement and that it be signed by the Chairperson on behalf of the Body Corporate.

6. CONFIRMATION OF INSURANCE

It was confirmed the original owner had delivered to the meeting an insurance Certificate of Currency which stated that the following insurance covers had been effected in the name of the body corporate;

| | |
|---------------------------------|--------------------------|
| Insurer: | Strata Unit Underwriters |
| Policy No: | 06S3433285 |
| Period of Cover: | 13/03/2012 to 13/03/2013 |
| Building Sum Insured: | \$6,319,000 |
| Liability: | \$10,000,000 |
| Fidelity Guarantee: | \$100,000 |
| Office Bearers Legal Liability: | \$1,000,000 |
| Voluntary Workers: | \$2,000/200,000 |
| Government Audit Costs: | \$25,000 |
| Legal Expenses: | \$50,000 |
| Health & Safety Breaches: | \$100,000 |
| Premium Paid: | \$6,701.82 |

RESOLVED by ordinary resolution that the insurance covers effected in the name of the Body Corporate be confirmed, and further that it be acknowledged that the original owner had paid the building insurance premium for the first year.

7. CUSTODY AND USE OF COMMON SEAL

RESOLVED by ordinary resolution that Sunstate Strata Pty Ltd keep custody of the common seal and furthermore that the Body Corporate Manager shall for the purpose of exercising or performing any of the managers powers, authorities, duties or functions be authorised to sign instruments or documents under seal on behalf of the body corporate.

8. MANAGEMENT CARETAKING AND LETTING AGREEMENT

RESOLVED by ordinary resolution that the Body Corporate enter into a Management Caretaking and Letting Agreement with Habitat Development Group Pty Ltd ACN 002 615 741 on the terms and conditions of the Management Caretaking and Letting Agreement tabled to the meeting, for a period of twenty five years commencing on the 19th March 2012 and ending on the 18th March 2037 and further that the common seal be affixed to the Agreement and that it be signed by the by the Body Corporate Manager on behalf of the Body corporate.

9. STAGING OF SCHEME - NEW COMMUNITY MANAGEMENT STATEMENTS / EMT'S

RESOLVED by resolution without dissent that the Body Corporate Committee or the Body Corporate Manager acting on behalf of the Committee be authorised to execute under seal, from time to time, New Community Management Statements and ancillary documentation, including granting or acceptance of easements for services and/or access purposes as may be required to facilitate registration of additional staged lots of the Body Corporate Scheme.

10. ACCEPTANCE OF THE BURDEN OF EASEMENTS OVER THE COMMON PROPERTY

a. RESOLVED by resolution without dissent that Pursuant to section 155(1) of the *Body Corporate and Community Management Act 1997* and section 160(2)(a) of the *Body Corporate and Community Management (Accommodation Module) Regulation 2008* the Body Corporate grants of the following easement over the common property:-

i. Easement AE in the common property for Cyathea at Atrium Community Titles Scheme in favour of the common property for:-

1. Pandanus at Atrium Community Titles Scheme; and
2. Melaleuca Buderim Apartments Community Titles Scheme,

for the purposes of access and services.

b. FURTHER RESOLVED by resolution without Dissent that the Body Corporate authorises the chairperson and a member of the committee of the Body Corporate for Cyathea at Atrium Community Titles Scheme 43445 to execute and affix the Common Seal of the Body Corporate to the following document:-

i Form 9 easement AE in common property for Cyathea at Atrium Community Titles Scheme in favour of the common property for Pandanus at Atrium Community Titles Scheme and the common property for Melaleuca Buderim Apartments Community Titles Scheme.

11. ACCOUNTING PRACTICE

RESOLVED by ordinary resolution that the Body Corporate undertake financial accounting in accordance with "Cash Accounting" as defined by the Body Corporate and Community Management Act 1997, whereby lot owners levies are reported on an Accrual basis, as a special purpose requirement of body corporate legislation for cash accounting, and expenses are shown as actual costs at the time of entry to the system with no allowance made at the time of entry to account for the period in which the service or supply took place.

12. EXPENDITURE AUTHORITY

RESOLVED that the body corporate manager be authorised to pay all routine accounts and invoices as they fall due.

13. OPEN BALLOT FOR ELECTION OF COMMITTEE

RESOLVED by ordinary resolution that henceforth, if a ballot is required for the election of the Body Corporate Committee, then the election be held by open ballot.

14. BODY CORPORATE BANK ACCOUNT

RESOLVED by ordinary resolution that the Body Corporate Manager be authorized to open and operate a bank account in the name of the Body Corporate.

ELECTION OF COMMITTEE

The following persons were elected to the Body Corporate committee until the First Annual General meeting;

Chairperson: Cleighton Clark
Secretary: Cleighton Clark
Treasurer: Steele Clark

CLOSE OF MEETING

There being no further business, the chairperson declared the meeting closed at 12:10pm.

Title Reference To Issue From 508074471

Statement about alteration or minor correction to Land Registry Form

Form being altered or corrected:

Name of authorised person or solicitor: Matthew Charles Shannon, Solicitor

Name of authorised person's firm or employer (legal practice, commercial lender or settlement agency): Shand Taylor Lawyers

Item/s being altered or corrected: Item 2, Item 3, Item 6 and Item 7 of the Form 14 request to record new CMS.

Details of alteration or minor correction:

Item 2 – Including the real property description for Lot 205 on SP 238849.

Item 3 - Including the name of the registered owner of Lot 205 on SP 238849.

Item 6 - Including further details of the way in which the new CMS amends the existing CMS.

Item 7 – Amending the delegation and the capacity in which the Applicant signed the form 14.

Party represented (where signed by solicitor): David Clark Enterprises Pty Ltd ACN 010 466 547



.....
Authorised person's or Solicitor's Signature
Matthew Charles Shannon, Solicitor

Our Ref SKL MCS 101807
Your Ref

1 February 2013

Registrar of Titles
Level 11, 53 Albert Street
Cnr Margaret Street
BRISBANE QLD 4000

By Delivery

**CYATHEA AT ATRIUM COMMUNITY TITLES SCHEME
REQUISITION NUMBERS 714908267, 714908270 AND 714908268**

Withdrawal and Re-entry of Documents

Could you please withdraw the documents recorded in the dealing numbers set out in the attached lodgement summary and re-enter in the following order:-

1. Form 14 – request to record (first) new CMS (**attached**);
2. (**First**) New CMS (**attached**);
3. Certified copy of the resolution of the Body Corporate for Cyathea at Atrium CTS (**Resolution attached**);
4. (**Second**) New CMS (dealing no. 714908128);
5. Survey Plan (dealing no. 714908246);
6. Easement (dealing no. 714908267);
7. Easement (dealing no. 714908268);
8. Easement (dealing no. 714908270);
9. Release of mortgage (dealing no. 714908271);
10. Release of mortgage (dealing no. 714908272).

Requisitions

We refer to the above requisitions and note that the Resolution refers to the granting and accepting of easements for services and/or access purposes as may be required to facilitate the registration of additional staged lots of the scheme. As at the date this Resolution was passed the particulars of the easements were not known. However the Resolution clearly states that the body corporate agrees (by way of a resolution without dissent) to grant or accept easements for services and/or access purposes



Partners

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John Lowes Acc. Spec. (Prop) – Qld
Rod O'Sullivan
John Sneddon
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necessary for the registration of the additional lots in stage 2 of the scheme. As easements AF, AM and AL are shown on the survey plan creating stage 2 of the scheme, clearly they are all necessary for the registration of the additional lots in stage 2 of the scheme.

On this basis we consider that the Resolution authorises the body corporate manger to execute the easements on behalf of the Body Corporate in accordance with the requirements of the *Body Corporate and Community Management Act 1997*.

As there are a number of contracts conditional upon the registration of the above documents we would greatly appreciate your urgent attention to this matter.

Yours faithfully

SHAND TAYLOR LAWYERS



Sarah Lally
Lawyer



Matthew Shannon
Partner

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