

- (e) words denoting the singular include the plural number and vice versa;
- (f) words importing a gender Include any gender;
- (g) words denoting a natural person include companies, partnerships, trusts, or bodies corporate;
- (h) headings are for convenience only and do not affect the interpretation of these by-laws;
- (i) derivatives of any word or expression defined in these by-laws will have a corresponding meaning;
- (j) any notice to be given or any consent or approval required to be obtained from the Body Corporate or Committee under these by-laws must be given to obtained in writing; and
- (k) anything to be done by the Body Corporate may be done by the Committee If authorised by the Act.

### **BY-LAWS**

#### 1. Vehicles

- (a) An Owner must not, without the Committee's written approval:
  - (i) park a vehicle, or allow a vehicle to stand, on the Common Property; or
  - (ii) permit an Invitee to park a vehicle, or allow a vehicle to stand, on the Common Property, except for the designated visitor parking which must remain available at all times for the sole use of visitors vehicles.
- (b) An approval under sub-section (a) must state the period for which it is given, with the exception of designated visitor parking.
- (c) However, the Committee may cancel the approval issued under sub-section 1 (a) by giving seven (7) days written notice to the Owner, with the exception of designated visitor parking.

#### 2. Roads and Other Common Property

An Owner shall not-

- (a) obstruct the roadways, pathways, drives and other Common Property and any easement giving access to the Land or be used by them for any purpose other than the reasonable ingress and egress to and from their respective Lots or the parking areas provided;
- (b) drive or permit to be driven any vehicle in excess of two (2) tonnes weight onto or over the Common Property other than such vehicles necessary to complete the construction and/or occupation of any Building erected on the Land, and any vehicles entitled by any statute and/or local authority ordinances;
- (c) permit any Invitees' vehicles to be parked on the roadway forming part of the Common Property at any time. Any Invitees shall park their vehicles in the visitors' parking bays on the Common Property and shall use such area only for its intended purpose of casual parking;
- (d) exceed the speed limit of 5 kilometres per hour.

#### 3. Car Spaces

- (a) The following vehicles are permitted to be parked In the Lot's allocated car space: motor car or motor bike.

- (b) The following vehicles are only permitted after obtaining the written approval of the Committee: boat, trailer, caravan, campervan or mobile home.
- (c) All vehicles shall at all times be kept in a roadworthy and the like condition and the car space is to be tidy and free of all litter.
- (d) The Body Corporate has the authority of the Owner of a Lot and is empowered to organise cleaning services for the car park spaces forming part of a Lot or the subject of exclusive use areas and to pay for any such service out of administration fund levies.

4. Car Wash Bay

- (a) The Car Wash Bay located in Development is to be available for use by all Owners and Occupiers.
- (b) When using the Car Wash Bay an Owner or Occupier must ensure:-
  - (i) the Car Wash Bay is only used between the hours of 9,00am and 7,00pm or as otherwise determined by the Committee;
  - (ii) the Car Wash Bay is only used by an Owner or Occupier;
  - (iii) no use shall be made of the Car Wash Bay which involves damage, inconvenience or nuisance to any other Owner or Occupier or Invitee nor which causes damage to the surface, fixture or fittings of the Car Wash Bay;
  - (iv) water is not wasted by ensuring all taps are promptly turned off after use;
  - (v) the Car Wash Bay is only be used for its Intended purposes;
  - (vi) the Car Wash Bay is kept clean and not left it in an untidy or littered state after use.

5. Obstruction

An Owner shall not obstruct lawful use of the Common Property by any person.

6. Damage to Common Property

An Owner shall not:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon the Common Property; or
- (b) except with the consent in writing of the Committee, use for his own purposes as a garden any portion of the Common Property;
- (c) mark, paint drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property unless written approval is given by the Committee.

7. Depositing Rubbish etc. on Common Property

An Owner shall not deposit or throw upon the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of any other Owner or Occupier or any person lawfully using the Common Property.

8. Garbage Disposal

An Owner shall:

- (a) save where the Body Corporate provides some other means of disposal of garbage, maintain within their Lot, or on such part of the Common Property as may be authorised by the Body Corporate, in clean and dry condition and adequately covered, a receptacle for garbage;
- (b) only dispose of rubbish in ways approved by or specified by the Committee;
- (c) comply with all local authority by laws and ordinances relating to the disposal of garbage;
- (d) ensure that the health, hygiene and comfort of the Owner of any other Lot is not adversely affected by their disposal of garbage;
- (e) shall not restrict access to the Common Property by the Council or Body Corporate, or their contractors or workmen, in collecting and disposing of rubbish;

9. Appearance of Buildings

- (a) The Committee has established rules and standards (including specifications) in relation to items affecting the appearance of a Building. An Owner must comply with any such rules and standards. Such standards include:-
  - (i) An Owner shall not hang any washing, towel, bedding, clothing or other article or display any sign, advertisement, placard, banner, pamphlet or like matter on any part of their Lot in such a way as to be visible from the Common Property or any other Lot.
  - (iii) An Owner shall not cause to have erected any sign, advertisement, placard, banner, pamphlet or like matter on any part of the Common Property whatsoever.
  - (iv) An Owner shall not close in balconies or terraces (which must remain unenclosed with no shutters, glazing, louvers or similar permanent structures unless otherwise approved by the Council).
  - (v) An Owner shall not erect on their Lot or any part of the Common Property outside wireless and television aerials and satellite dishes (or similar devices) without the written permission of the Committee.
  - (vi) An Owner of a Lot which contains a balcony, terrace or garden area, pot plants or planter box is responsible for the maintenance of such balcony, terrace or garden area, pot plant or planter box, whether it is part of the title to the Lot or part of the Lot by way of exclusive use.
  - (vii) An Owner must ensure that all trees, shrubs, creepers and plants in or on any balcony, terrace or garden area, pot or planter box contained on their Lot:
    - (1) are kept and maintained in good health and condition;
    - (2) do not extend beyond the boundaries of the Lot; and
    - (3) do not obstruct the views from any other Lot or interfere with the use and enjoyment of any other Lot.
  - (viii) An Owner must take care when watering or carrying out maintenance so as to cause minimum disturbance to any other Owner or Occupier,

10. Inflammable Liquids Gases or Other Materials

An Owner shall not bring to, do or keep anything in their Lot which shall increase the rate of fire insurance on any other Lot or the Common Property of the Scheme or which may conflict with the laws and/or regulations relating to fires or any Insurance policy upon any other Lot or the Common Property of the Scheme or the regulations or ordinances of any public authority for the time being in force. Gas cooking barbecues are permitted within the Lots.

11. Keeping of Animals

- (a) Subject to the provision of the Act an Owner shall not keep any animal upon its Lot or the Common Property without the prior written approval of the Committee.
- (b) Upon written approval of the Committee, an Owner may keep a maximum of one small dog or cat in the Lot as long as the animal;
  - (i) Does not disturb others; and
  - (ii) is a domesticated pet; and
  - (iii) is toilet trained.
- (c) In addition to the criteria set out in sub-section 11 (b), the Committee may implement any further conditions/criteria as It deems appropriate.
- (d) If challenged, the Owner has the onus of proof (balance of probabilities) with respect to the matters contained in this by-law. The Body Corporate may order an animal to be removed from the Lot if the animal does not meet all of the criteria set out in this by-law and by the Committee.

12. Auction Sales

An Owner shall not permit any auction sale to be conducted or to take place in their Lot or within any part of the Development without the prior written approval of the Committee.

13. Right of Entry

An Owner, upon receiving reasonable notice from the Body Corporate, shall allow the Body Corporate or any contractors, sub-contractors, workmen or other person authorised by it, the right of access to their Lot for the purpose of carrying out works or effecting repairs on mains, pipes, wires or connections of any water, sewerage, drainage, gas, electricity, telephone or other system or service, whether to their Lot or to an adjoining Lot.

14. Dividing Fences

An Owner shall not erect any fence on the Lot without the written approval of the Committee and unless the same is of a construction approved by the Committee.

15. Noise

- (a) An Owner shall not make or permit any noise likely to interfere in any way with the peaceful enjoyment of any other Owner or Occupier or of any person lawfully using the Common Property. In particular, an Owner shall not hold or permit to be held any social gathering in their Lot which would cause any noise which unlawfully interferes with the peace and quietness of any other Owner or Occupier, at any time of day or night and in particular shall comply in all respects with the *Noise Abatement Act 1979* and the *Environmental Protection (Noise) Policy 1997*, as amended.
- (b) In the event of any unavoidable noise in a Lot at any time, the Owner shall take all practical means to minimise annoyance to other Owners or Occupiers by closing all doors, windows and curtains of their Lot and also such further steps as may be within their power for the same purpose.

- (c) Invitees leaving after 11.00pm shall be requested by their hosts to leave quietly. Quietness also shall be observed when an Owner or Occupier returns to or leaves their Lot after 10.00pm and before 7.00am.
- (d) An Owner shall not operate or permit to be operated within their Lot or any part of the Common Property 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 a radio or television receiver) lawfully in use upon the Common Property or in any other Lot.

16. Use of Lots

An Owner shall not use that Lot or permit the same to be used otherwise than as a residence, except for the Building Manager's Lot which may be used in accordance with by-law 40 and save and except Original Owner who may use or cause to be used any Lot in accordance with by-law 32, nor for any purpose that may cause a nuisance or hazard or for any illegal or Immoral purpose or for any other purpose that may endanger the safety or good reputation of persons residing within the Development.

17. Infectious Diseases

In the event of any infectious disease which may require notification by virtue of any Statute, Regulation or Ordinance happening in any Lot, the Owner of such Lot shall give written notice thereof and any other information which may be required relative thereto to the Committee and shall pay to the Committee the expenses incurred by the Committee of disinfecting the Lot and any part of the Common Property required to be disinfected and replacing any articles or things the destruction of which may be rendered necessary by such disease.

18. Alteration to Lots and Common Property

- (a) An owner of a Lot must not without the Committee's written approval make a change to the internal appearance or structure of the Lot at any time.
- (b) An Owner of a Lot must not without the Committee's written approval and any conditions imposed by the Committee remove or install any hard floor surfaces unless it achieves a minimum field impact isolation class of 55 under relevant Building Code Regulations and is suitably acoustically treated.
- (c) An Owner of a Lot must not interfere with any ceiling acoustic treatment.
- (d) An Owner of a Lot shall not construct or permit the construction or erection of any fence, pergola, screen, awning or other structure or outbuilding of any kind within or upon a Lot or on Common Property without the approval in writing of the Committee.
- (e) Any alteration made to the Common Property or any fixture or fitting attached to the Common Property by an Owner or Occupier, whether made or attached with or without the approval of the Committee, shall, unless otherwise provided by resolution of a general meeting or of a meeting of the Committee, be repaired and maintained by that Owner of which the aforesaid Owner was such Owner.
- (f) There shall be no external structural alterations or extensions or repainting to a Lot without written approval of the Committee. An Owner shall submit to the Committee all plans and specifications for any such structural alteration or extension,
- (g) An Owner shall not alter the external colour scheme of their Lot without the written approval of the Committee pursuant to a resolution of a meeting of the Body Corporate. In giving such approvals, the Committee shall ensure so far as practicable that the external colour scheme used in all Lots presents a uniform appearance when viewed from Common Property or any other Lot and complies with the Decision Notice.

19. Window Coverings/awnings

An Owner shall not install, remove or replace any window coverings (including without limitation, a shutter, curtain, curtain backing, blind or window tinting) unless the colour and design has the written approval of the Committee. In giving such approvals, the Committee shall ensure so far as practicable that curtain backing and window tinting used in all Lots presents a uniform appearance when viewed from Common Property or any other Lot.

20. Maintenance of Lots

- (a) An Owner shall be responsible for the maintenance of their Lot and shall ensure that their Lot is so kept and maintained as not to be offensive in appearance to any other Owner or Occupier through the accumulation of excess rubbish or otherwise.
- (b) All Lots are to be so maintained as to prevent the excessive growth of grass and other vegetation making Lots unsightly, increasing fire risks or contributing to the spread of noxious weeds to other Lots.

21. Security for Lots

- (a) An Owner or person authorised by him is permitted to install:-
  - (ii) any locking or other safety device for protection of their Lot against intruders; or
  - (iii) any screen or other device to prevent entry of animals or Insects upon their Lot.

provided that the locking or other safety device or, as the case may be, screen or other device is constructed in a workmanlike manner, is maintained in a state of good and serviceable repair by the Owner and does not detract from the amenity of the Building. All doors and windows to the premises shall be securely fastened on all occasions when the premises are left unoccupied and the Committee reserves the right to enter and fasten same if left insecurely fastened.

- (b) The Committee may install a security system or systems in the Building including implement security procedures and security equipment designed to prevent unauthorised entry to the Building.  
  
The Committee may operate the security system itself or delegate that responsibility to someone else or retain someone else to operate the security system (including the Building Manager).
- (c) Owners and occupiers of a Lot must comply with the security systems and must not do anything that may detrimentally affect a security system or its operation.
- (d) Owners and Occupiers shall ensure any Common Property doors or opening devices are securely fastened and locked as appropriate (subject to any fire safety regulations).
- (e) The Body Corporate is not liable for any loss or damage suffered to persons or property because:-
  - (i) the security system fails or there is unauthorised entry to any part of the Common Property; or
  - (ii) the security system is not operating.

22. Replacement of Glass

Windows shall be kept clean and promptly replaced by the Owner of that Lot at their expense with fresh glass of the same kind and weight as at present if broken or cracked. This by-law does not prohibit an Owner from making a claim on the Body Corporate insurance.

23. Taps

An Owner shall not waste water and shall see that all water taps in their Lot are promptly turned off after use. Should the Lot be unoccupied for a period of more than a month, then the stopcock on the hot water system must be turned off.

24. Water Closets and Conveniences

The water closets and conveniences and other water apparatus including waste pipes and drains shall not be used for any purposes other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance shall be deposited therein. Any damage or blockage resulting to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence shall be borne by the Owner whether the same is caused by their own actions or their Invitees or Occupiers.

25. Behaviour of Invitees

- (a) An Owner shall take all reasonable steps to ensure that their Invitees do not behave in a manner likely to interfere with the peaceful enjoyment of any other Owner or Occupier or of any person lawfully using Common Property.
- (b) An Owner shall be liable to compensate the Body Corporate in respect of all damage to the Common Property or personal property vested in it caused by such Owner or their Invitees or Occupiers.
- (c) An Owner of a Lot which is the subject of a lease or licence agreement shall take all reasonable steps, including any action available to them under any such lease or licence agreement, to ensure that any Occupier or their Invitees comply with the provisions of the by-laws.
- (d) The duties and obligations imposed by these by-laws on an Owner shall be observed not only by the Owner but also by the Occupiers and the Owner's Invitees.
- (e) Where the Body Corporate expends money to make good damage caused by a breach of the Act or of these by-laws by any Owner or Occupier or Invitees or any of them, the Committee shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the Owner at the time when the breach occurred.

26. Notice of Defect

An Owner shall give the Committee and/or the Building Manager prompt notice of any accident to or defect in the water pipes, gas pipes, electric installations or fixtures on their Lot or any part of the Common Property which comes to their knowledge and the Committee shall have authority by its agents or servants in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as it may deem necessary for the safety and preservation of the Development and improvements contained within it as often as may be necessary.

27. Duties of the Body Corporate

- (a) The Body Corporate shall ensure that the overall appearance of the Development shall remain uniform and as such will perform the duty of the Owners to repaint the external surfaces of all Buildings requiring such repainting situated within the Development and will ensure that all such external surfaces are kept in a state of good repair and reasonable wear and tear, not unlike the duties of a Body Corporate constituted by the registration of a building format plan.

All expenses incurred as a result of this by-law shall be paid from funds contributed to the sinking fund.

- (b) Authority to expend funds in excess of the prescribed amount pursuant to the Act to perform work required by this by-law may be given to the Committee by an ordinary resolution of the Body Corporate at a general meeting to which at least two quotations for the performance of this work have been tabled for consideration.

- (c) Insurance
  - (i) In addition to insurance effected pursuant to the Act, the Body Corporate shall insure and keep insured all Buildings within the Development and any Improvements thereon under a damage policy to the reinstatement or replacement value thereof.
  - (ii) The Body Corporate shall effect and keep current in respect of all improvements made in the Development property damage insurance in the joint names of those persons recorded from time to time on the roll as Owners of the Lots in the Scheme in an amount nominated by the Body Corporate in a general meeting from time to time, such insurance shall be taken out with a reputable insurance company and shall cover the rebuilding and/or repair of the Buildings due to damage and destruction by fire, storm, tempest, explosion or any other occurrence usually provided for in such insurance cover.
  - (iii) All insurance premiums payable by the Body Corporate under this by-law shall be paid from funds contributed to the Administrative Fund.
  - (iv) An Owner shall be responsible for the insurance of Owners fixtures as defined In the Act including all electrical equipment, carpets. drapes and Improvements within their Lot.

28. Use of Swimming Pool

- (a) A swimming pool and surrounding areas ("Swimming Pool Area") are located on the Common Property and are intended to be used for the purposes of a swimming pool and associated community and recreational purposes by Owners and Occupiers and their Invitees. The Body Corporate shall be responsible for the maintenance of and operating costs of the Swimming Pool Area.
- (b) The rules for use of the Swimming Pool Area located on the Common Property are as follows: -
  - (i) the Swimming Pool Area may only be used between the hours of 7.00am and 10.00pm or as otherwise determined by the Committee;
  - (ii) the Swimming Pool Area may only be used by an Owner or Occupier and their Invitees accompanied by the Owner or Occupier;
  - (iii) glass items must not be taken within the Swimming Pool Area;
  - (iv) the gates surrounding the Swimming Pool Area must be closed immediately after entry or exit;
  - (v) alcoholic beverages are not taken to or consumed within the Swimming Pool Area;
  - (vi) there is to be no smoking within the Swimming Pool Area;
  - (vii) children below the age of thirteen (13) years are not permitted within Swimming Pool Area unless accompanied by an adult Owner or Occupier exercising effective control over them;
  - (viii) persons must not allow an animal within the Swimming Pool Area;
  - (ix) Owners or Occupiers and their Invitees shall exercise caution at all times and shall not run or splash or behave in any manner that is likely to interfere with the use and enjoyment of the Swimming Pool Area by other persons;
  - (x) people using the Swimming Pool Area must use it only for its intended purposes, keep it clean and not leave it in an untidy or littered state;
  - (xi) the Body Corporate has the power to pass and change rules setting minimum dress standards for people in the Swimming Pool Area.



- (c) The Body Corporate may close the Swimming Pool Area for maintenance purposes.
- (d) In addition to the rules set out in sub-section (b), the Committee may implement any further rules in relation to the Swimming Pool Area as it deems appropriate.

29. Maintenance of Swimming Pool

An Owner shall not without proper authority operate, adjust or interfere with the operation of any equipment associated with the swimming pool or add any chemical or other substance to the same.

30. Use of Recreation Areas

- (a) The Recreation Areas are located on the Common Property and are intended to be used for the purposes of a barbeque and associated community and recreational purposes by Owners and Occupiers and their Invitees.
  - (i) The Body Corporate shall be responsible for the maintenance of and operating costs of the Recreation Areas.
  - (ii) The Body Corporate may close the Recreation Area for maintenance purposes.
- (b) All Owners and Occupiers when making use of the Recreation Area must ensure:-
  - (i) that their invitees and guests do not use the Recreation Areas unless they or another Owner or Occupier accompanies them;
  - (ii) that children below the age of sixteen (16) years are not in or around the Recreation Areas unless accompanied by an adult Owner or Occupier exercising effective control over them;
  - (iii) that they and their invitees exercise caution at all times and not behave in a manner that is likely to interfere with the use and enjoyment of other Owners or Occupiers or their invitees;
  - (iv) that no use shall be made of the Recreation Area which involves damage, inconvenience or nuisance to any Owner or Occupier or Invitee nor which causes damage to the surface, fixture or fittings of any of the facilities within the Recreation Areas;
  - (v) that the Recreation Area is used only for its intended purposes, keep it clean and not leave it in an untidy or littered state;
  - (vi) that they book any relevant Recreation Area through any reservation system that may be put in place by the Body Corporate and the Building Manager;
  - (vii) that all users of the Recreation Areas comply with any rules (including signage) made from time to time by the Committee;
  - (viii) that they or their invitees does not without proper authority operate, adjust or interfere with the operation of equipment associated with the Recreation Areas;
  - (ix) unless otherwise specified in these by-laws, they do not use the Recreation Areas between the hours of 10:00pm and 7:00am or such lawful hours as agreed to by the Committee and the Building Manager; and
  - (x) they and their invitees use any plant and equipment in accordance with the directions or instructions given by the Committee or the Building Manager;
  - (xi) that there is no smoking in the Recreational Area, smoking is only permitted in the designated smoking area as specified by the Committee or the Building Manager;

- (c) All Owners and Occupiers of Lots acknowledge that the Body Corporate and the Building Manager may make rules from time to time regarding the use of the Recreation Area including the right to operate a reservation system.
- (d) The Recreation Area must only be used by the Owners and Occupiers of Lots and their guests or any other person or persons authorised by the Body Corporate.
- (e) Notwithstanding any other clause of these by-laws the following applies in relation to the fire pit :
  - (i) may be used during the following times:-
    - Friday to Saturday - 12.00pm to 11.00pm
    - Sunday to Thursday -12.00pm to 10.00pm
  - (ii) must only be used if it is safe to do so and must only be operated in accordance with the rules, laws and regulations stipulated by the Council, Committee or the Building Manager;
- (f) In addition to the rules set out in sub-section (b), the Committee may implement any further rules in relation to the Recreation Area as it deems appropriate.
- (g) Any consumables used in the Recreational Area are the responsibility of the Owner or occupier and the Committee and the Building Manager are not responsible for the provision of the same.

31. Intentionally Omitted

32. Display Unit

While the Original Owner remains an Owner whether by lease, licence or otherwise of any Lot, it and its officers, servants and/or agents shall be entitled to use any Lot of which It remains an Owner as a display Lot and shall be entitled to allow prospective purchasers or any other person with the authority of the Original Owner to inspect any such Lot and for such purposes shall be entitled to use such signs, advertising or display material in or about the Lot and the Development as it thinks fit. Such signs shall be attractive and tasteful having regard to the general appearance of the Development and shall not at any time and from time to time be more in terms of number and size than is reasonably necessary.

33. Instructions to Contractors etc.

An Owner shall not directly instruct any contractors or workmen employed by the Body Corporate unless so authorised.

34. Correspondence

All complaints or applications to the Body Corporate or its Committee shall be addressed in writing to the Secretary or the Body Corporate Manager of the Body Corporate.

35. Requests to the Secretary

An Owner shall direct all requests for consideration of any particular matter to be referred to the Committee or to the Secretary and not to the Chairman or any member of the Committee.

36. Notices

An Owner and their Invitees shall observe the terms of any notice displayed in the Common Property by authority of the Committee or of any statutory authority.

37. Copy of By-Laws to be Produced Upon Request

Where any Lot or Common Property is leased or rented, otherwise than to an Owner, the lessor or, as the case may be, landlord shall upon the request of the lessee or tenant produce or cause to be produced to the lessee or tenant for their inspection a copy of these by-laws for the time being in force in respect of the plan.

38. Power of Committee

The Committee may make rules relating to the Common Property and in particular in relation to the Swimming Pool Area (if any), Barbecue Area (if any), or any other facilities provided, not inconsistent with these by-laws and the same shall be observed by the Owners or Occupiers and their Invitees unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Body Corporate.

39. Recovery of costs

An Owner shall pay on demand the whole of the Body Corporate costs and expenses (including solicitor and own client costs), which amount shall be deemed to be a liquidated debt due, in recovering all and any levies or moneys duly levied upon such Owner by the Body Corporate pursuant to the Act. Where the Body Corporate expends money to make good damage caused by a breach of the Act or of these by-laws by any Owner or Occupier or their Invitees or any of them, the Committee shall 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.

(a) Interest

If a contribution levied under the Act is unpaid thirty (30) days after it falls due for payment, then the amount of the unpaid contribution will bear interest at an annual rate to be determined by the Committee from time to time. If no such resolution has been made, then at a rate of 2.5% per month or any part thereof.

(b) Joint Liability

If, at the time a person becomes the Owner of a Lot, another person is liable in respect of the Lot to pay interest on a contribution, the Owner is jointly and severally liable with the other person for the payment of the interest.

(c) Character of Interest

The amount of any interest is recoverable by the Body Corporate as a liquidated debt.

40. Management of the Common Property and Special Privileges Use of Common Property

(a) The Building Manager's Lot may be used for residential purposes and for the purposes of management of the Scheme and for the letting of Lots in the Scheme on behalf of the Owners and the rendering of such other services to Owners and Occupiers as are authorised in writing by the Body Corporate.

(b) The Owner or Occupier of the Building Manager's Lot may without the consent of the Committee display signs or notices for the purposes of offering for lease or for letting any Lot in the Scheme in or about the Common Property for the purposes aforesaid.

(c) The Body Corporate shall grant to the Owner or Occupier of the Building Manager's Lot the right to carry on the business of letting of Lots in the Scheme within the Development and for that purpose shall enter into from time to time an appropriate agreement on such terms and conditions as the Body Corporate may deem fit.

(d) For as long as there is in existence an agreement with the Body Corporate for a Building Manager to provide services for the control, management and administration of the Common Property (a "caretaking

Agreement") and/or an agreement for a Letting Agent to provide letting and ancillary services to such Owners or Occupiers who wish to avail themselves of such services (a "Letting Agreement") then:-

- (i) The Body Corporate will not itself, directly or indirectly, provide any of the services set out in the Caretaking Agreement and/or Letting Agreement;
  - (ii) The Body Corporate will not enter into with any other person or entity an agreement similar to the Caretaking Agreement and/or Letting Agreement;
  - (iii) The Building Manager and/or Letting Agent will be entitled to erect or display signs or notices in or on the Common Property advertising any of the services it provides pursuant to the Caretaking Agreement and/or Letting Agreement;
  - (iv) The Body Corporate confers on the Building Manager and/or Letting Agent special privileges in respect of the whole of the Common Property to use same in connection with the business carried out pursuant to the Caretaking Agreement and/or Letting Agreement;
  - (v) The Body Corporate must not grant to any other person or corporation the right to conduct any business of a similar nature to the letting business from within the Development nor must the Body Corporate (or any of its members individually) directly or indirectly conduct or attempt to conduct any business of a similar nature to the letting business from within the Development; and
  - (vi) The Body Corporate must not make any part of the Common Property available to any person or corporation for the purpose of conducting a letting business.
  - (vii) The Building Manager shall have an occupation authority to use all that part of the Common Property hatched in black and identified on the plan Annexure "4" for use of and incidental to the performance of its duties as Building Manager. The Building Manager must at all times keep such areas in a clean and tidy condition. The use shall be subject to the Building Management Statement;
  - (viii) The Body Corporate may further grant to the Building manager an occupation authority to occupy and area of Common Property for use of and incidental to the performance of his duties as the Building manager.
- (e) The Body Corporate may use or authorise the use of appropriate parts of the Common Property to store equipment used for the performance of the Body Corporate's duties pursuant to the Act in respect of any Common Property. These areas may be locked and access prohibited without the authority of the Body Corporate.

41. Restricted Access Areas

The Body Corporate must ensure that any parts of the Common Property used for:-

- (a) electrical substations or control panels: or
- (b) fire service control panels; or
- (c) telephone exchanges; or
- (d) swimming pool pump room: or
- (e) other services to the lots and Common Property.

are kept locked unless there is a legal requirement to the contrary. Owners or Occupiers of a Lot may not enter or open or tamper with such areas without the consent of the Body Corporate.

42. Exclusive Use

- (a) The Owner for the time being of each Lot set out in Schedule E is entitled to the exclusive use and enjoyment of that part of the Common Property allocated to the Lot in Schedule E shown and marked on the sketch plan attached and marked Annexure "1" for the purpose of a Courtyard
- (b) The Owner of a Lot having exclusive use and enjoyment of the courtyard and/or terrace area pursuant to this by-law shall keep the courtyard and/or terrace area together with the fixtures attached in a clean and tidy condition and in a state of good and serviceable repair.
- (c) The Owner of each of the Lots is responsible for the cost of the maintenance and operating costs of the exclusive use area granted to it.

43. Moving Furniture

An Owner shall give at least twenty-four (24) hours notice to the Body Corporate or its representative before any furniture, fittings or equipment may be moved in or out of any Lot. Any such moving must be done in a manner and at the time directed by the representative of the Body Corporate PROVIDED THAT nothing restricts the movement of such items if they can be safely and adequately moved by one person and are of a nature such that damage cannot be occasioned to any items of Common Property or of property belonging to the Owner of any other Lot. The cost to repair any damage resulting from such movement shall be borne by the Owner.

44. Development Approval Conditions

The Body Corporate and Owners and Occupiers acknowledge that the following conditions of the Decision Notice apply to the Development and to the extent that such conditions are not separately set out in this Community Management Statement or otherwise provided for the establishment of the Scheme, the Body Corporate and Owners or Occupiers agree as follows:-

- (a) The Body Corporate must provide a minimum number of 106 vehicle spaces on site, that must comprise:-
  - (i) Stage 1 - 25 Resident spaces and 3 Visitor Spaces
  - (ii) Stage 2 - 33 Resident spaces and 5 Visitor Spaces
  - (iii) Stage 3 -- 35 Resident spaces, 4 Visitor Spaces and 1 Wash Bay
- (b) The Body Corporate must provide for manoeuvring of vehicles on site, generally in accordance with the approved plan. Car Spaces, access lanes and driveways shown on the approved plan must not be used for any other purpose.
- (c) The Body Corporate must construct the driveway and visitor parking spaces of materials and finishes to soften the visual impact of these areas. In order to achieve the above, one or a combination of the following is to be used
  - (i) Coloured aggregate;
  - (ii) Coloured asphalt;
  - (iii) Brick pavers;
  - (iv) Approved porous surfacing; and/or

- (v) Banding patterns in the surface design
- (d) The Body Corporate must carry out landscaping on site in accordance with the approved site plan. Landscaping plan and all of the probable solutions of the landscaping design code as well as Planning Scheme Policy 30 in the *Pine Rivers Plan*. Where there is no probable solution listed for a corresponding specific outcome, submit certification from a suitably qualified person that the landscaping complies with the specific outcome, Landscaping shall also include: -
  - (i) Landscaping within the drainage easement along the northern boundary consisting of low maintenance lower and mid stratum trees or palms associated with local riparian regional ecosystems and allow for the full function of, and maintenance of the drainage easement. The vegetation located within the easement shall have a clear truck height of 500mm to ensure that the waterway area is not compromised;
  - (ii) Implementation of measures to protect the existing Hills Fig Tree adjoining the vicinity of units 20 and 21 in accordance with the approved arboricultural assessment: and
  - (iii) Landscaping within the indentations of the acoustic barrier as shown on the approved plan to soften the visual impact of the acoustic barrier.
- (e) The Body Corporate must provide and maintain recreation facilities on site as generally shown on the approved landscape plans, consisting of: -
  - (i) A swimming pool;
  - (ii) Shelter;
  - (iii) Seating; and
  - (iv) Turfed recreation areas.
- (f) The Body Corporate must implement the requirements of the approved Bushfire Management Plan.
- (g) The Body Corporate must implement the requirements of the approved site based rehabilitation and weed management plans.
- (h) The Body Corporate must implement the approved waste management arrangements and manage waste in accordance with Councils General Waste and Recyclable Waste Storage and Collection for Residential and Commercial Developments Policy (Policy No: 12-2150-41) and Technical Guideline or as amended. For units 1-7 and 69-74 the bin collection location is to and from the main internal entrance road.
- (i) The Body Corporate is responsible for the ongoing maintenance and repair of any stormwater management facility. The Body Corporate must not alter any on site stormwater management facility without the prior written consent of the Council.

45. Energy Supply

- (a) If permitted by relevant legislation governing the supply of electricity and/or gas ("Energy") the Body Corporate may:-
  - (i) establish and maintain an electricity supply system and/or gas supply system ("System") for the Development; and
  - (ii) as an on-supplier:-
    - (1) purchase Energy from an Energy supplier; and

- (2) on-supply Energy to Owners.
- (b) The Body Corporate may enter into agreements, contracts, licences, leases or other arrangements of any nature in connection with:-
- (i) the supply of Energy to the Body Corporate by an Energy supplier;
  - (ii) the on-supply of Energy to Owners;
  - (iii) service infrastructure uses in connection with the System,
- including, without limitation, agreements contemplated by the Regulation Module for the Scheme setting out the basis on which charges are made for supply of Energy and the recovery of the costs to the Body Corporate of supplying that service.
- (c) The Body Corporate must calculate charges for Energy supply to owners only as permitted under the relevant legislation governing on-supply or, if there is not applicable legislative provision, levy charges only to the extent required to ensure that the Body Corporate complies with its obligations to recover the costs of supplying the service to Owners.
- (d) If the Body Corporate charges Owners a tariff rate for the supply of Energy which is higher than the rate at which the Body Corporate purchases Energy from the supplier, any surplus funds generated in the hands of the Body Corporate as a result must be applied by the Body Corporate to its administrative fund in reduction of liabilities of the Body Corporate and, in this way, for the benefit of the Owners.
- (e) If the Body Corporate operates and maintains a System under this by-law, it may:-
- (i) enter into agreements with Owners for the supply of Energy through the System, setting out the terms on which the Body Corporate will charge for the provision of services under the System and recover the costs of providing that service (as required by the Act and the Regulation Module for the Scheme) including charges for:-
    - (1) Energy supply;
    - (2) Installation and connection to the System;
    - (3) servicing and maintenance of the System to the extent it is utilised in the provision of the service to a particular Owner;
    - (4) disconnection and reconnection fees;
    - (5) advance payments or security deposits to be provided in connection with Energy supply through the System.
  - (ii) establish the basis of Energy charges for those Owners which are not supplied by separate meter (if any) and for any Common Property based on an estimate of consumption taking into account the number and type of fittings, points, installations, plant and equipment, and appliances and the use to which those are put by the relevant Owner or the Body Corporate;
  - (iii) establish a system of accounts and invoices in connection with the supply of Energy through the System and render those accounts to Owners as appropriate;
  - (iv) recover any amounts when due and payable from any Owner under applicable accounts rendered and if an account is unpaid by the due date;
    - (1) recover any unpaid amount as a liquidated debt;

- (2) recover interest on any unpaid account;
  - (3) disconnect the supply of Energy to the relevant Owner;
  - (4) charge a reconnection fee to restore Energy supply to that Owner;
  - (5) increase the advance payment or security deposit for Energy supply to the relevant Owner.
- (f) The Body Corporate is not liable for any loss or damage suffered by any Owner as a result of any failure of the supply of Energy due to breakdowns, repairs, maintenance, strikes, accidents or any other causes affecting the System.
- (g) The Body Corporate is not required to supply any Owner with Energy to any greater extent than the authority from which the Body Corporate obtains supply could provide at any given time.
- (h) Each Owner must:-
- (i) allow the Body Corporate and its agents, contractors, or employees access to any service infrastructure used in connection with Energy supply under the System;
  - (ii) comply with all requirements of the Body Corporate imposed in connection with Energy supply through the System;
  - (iii) maintain any service infrastructure used in connection with the System and which is located in or on a Lot and which is used in connection with Energy supply under the System.
- (i) Nothing in this by-law obliges an Owner to purchase Energy from the Body Corporate or limits or restricts the rights of any Owner to utilise service infrastructure under any implied easement or other right contained in the Act or other applicable legislation.

46. Bulk Supply of Utilities

The Body Corporate may at its election supply or engage another person to supply utilities in the Land and in such case the following will apply:-

- (a) "Utility" means: water (portable and non-portable), telecommunications, cable TV and the like;
- (b) the Body Corporate has the power to enter into a contract for the purchase of reticulated Utility, on the most economical basis, for the whole of the Land from the relevant Authority;
- (c) the Body Corporate has the power to sell reticulated Utility to each Owner or Occupier in the Scheme;
- (d) each Owner or Occupier must purchase and use all Utility consumed in the Owner's or Occupier's Lot direct from the Body Corporate and must not purchase Utility from any other source;
- (e) the Body Corporate is not required to supply to any Owner or Occupier Utility requirements beyond those requirements which the relevant Authority could supply at any particular time;
- (f) the Body Corporate may charge for the services (including for the installation of, and the costs associated with, utility infrastructure for the services) but only to the extent necessary for reimbursing the Body Corporate for supplying the services;
- (g) the Body Corporate may render accounts to each Owner or Occupier and such accounts are payable to the Body Corporate within fourteen (14) days of the delivery of such accounts;



- (h) In respect of an account which has been rendered pursuant to this by-law, then an Owner or Occupier is liable, jointly and severally with any person who was liable to pay that account when the Owner or Occupier became the Owner or Occupier of that Lot;
- (i) in the event that a proper account for the supply of reticulated Utility is not paid by its due date for payment, then the Body Corporate is entitled to:-
  - (i) recover the amount of the unpaid account or accounts (whether or not a formal demand has been made) as a liquidated debt due to it in any Court of competent jurisdiction; and/or
  - (ii) disconnect the supply of reticulated Utility to the relevant Lot;
- (j) the Body Corporate is not, under any circumstances whatsoever, responsible, or liable for any failure of the supply of Utility due to breakdowns, repairs, maintenance, strikes, accidents or causes of any class or description;
- (k) the Body Corporate may, from time to time, determine a security deposit to be paid by each Owner or Occupier who is connected to the supply of the reticulated Utility as a guarantee against non-payment of accounts for the supply of the reticulated Utility.

<b>SCHEDULE D</b>	<b>OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED</b>
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1. Services Location Diagram

Service Easements as defined in the Body Corporate and Community Management Act 1997 are present on the parcel. The appropriate location of these services are as shown on the Services Location Diagram attached and marked Annexure "2".

2. Statutory and Service Easements

Each Lot, as specified below, to the extent applicable and necessary having regard to the relative positioning of the Lots in respect of each other has the benefit and burden of the statutory and service easements as follows:

Type of Statutory Easement	Lots affected
Telecommunications	Lots 8, 9, 32-42, 69-74 on SP 292079 & Lots 43-68 and Lot 101 on SP292808 & Lot 1-7, 10-31 on SP 292081 & Common Property of Preston Point Residences CTS
Electricity	Lots 8, 9, 32- 42, 69-74 on SP 292079 & Lots 43-68 and Lot 101 on SP292808 & Lot 1-7, 10-31 on SP 292081 & Common Property of Preston Point Residences CTS
Sewer	Lots 8, 9, 32 -42, 69-74 on SP 292079 & Lots 43-68 and Lot 101 on SP292808 & Lot 1-7, 10-31 on SP 292081 & Common Property of Preston Point Residences CTS
Water Reticulation	Lots 8, 9, 32 - 42, 69-74 on SP 292079 & Lots 43-68 and Lot 101 on SP292808 & Lot 1-7, 10-31 on SP 292081 & Common Property of Preston Point Residences CTS
Storm Water	Lots 8, 9, 32 - 42, 69-74 on SP 292079 & Lots 43-68 and lot 101 on SP292808 & Lot 1-7, 10-31 on SP 292081 & Common Property of Preston Point Residences CTS

Gas	lots a, 9, 32 - 42, 69-74 on SP 292079 & Lots 43-68 and Lot 101 on SP292808 & Lot 1-7, 10-31 on SP 292081 & Common Property of Preston Point Residences CTS
Support and Shelter	Lots 8, 9, 32 - 42, 69-74 on SP 292079 & Lots 43-68 and Lot 101 on SP292808 & Lot 1-7, 10-31 on SP 292081 & Common Property of Preston Point Residences CTS
Fire Main	Lots 8, 9, 32-42, 69-74 on SP 292079 & Lots 43-68 and Lot 101 on SP292808 & Lot 1-7, 10-31 on SP 292081 & Common Property of Preston Point Residences CTS

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

LOT ON PLAN	EXCLUSIVE USE AREA ON PLAN ATTACHED MARKED "A"	PURPOSE
Lot 8 on SP 292079	8A	Courtyard
Lot 9 on SP 292079	9A	Courtyard
Lot 32 on SP 292079	32A	Courtyard
Lot 33 on SP 292079	33A	Courtyard
Lot 34 on SP 292079	34A	Courtyard
Lot 35 on SP 292079	35A	Courtyard
Lot 36 on SP 292079	36A	Courtyard
Lot 37 on SP 292079	37A	Courtyard
Lot 38 on SP 292079	38A	Courtyard
Lot 39 on SP 292079	39A	Courtyard
Lot 40 on SP 292079	40A	Courtyard
Lot 41 on SP 292079	41A	Courtyard
Lot 42 on SP 292079	42A	Courtyard
Lot 69 on SP 292079	69A	Courtyard
Lot 70 on SP 292079	70A & 70B	Courtyard
Lot 71 on SP 292079	71A, 71B & 71C	Courtyard
Lot 72 on SP 292079	72A & 72B	Courtyard
Lot 73 on SP 292079	73A	Courtyard
Lot 74 on SP 292079	74A	Courtyard
Lot 43 on SP 292080	43A	Courtyard
Lot 44 on SP 292080	44A	Courtyard
Lot 45 on SP 292080	45A	Courtyard
Lot 46 on SP 292080	46A	Courtyard
Lot 47 on SP 292080	47A	Courtyard
Lot 48 on SP 292080	48A	Courtyard
Lot 49 on SP 292080	49A	Courtyard
Lot 50 on SP 292080	50A	Courtyard
Lot 51 on SP 292080	51A	Courtyard
Lot 52 on SP 292080	52A	Courtyard
Lot 53 on SP 292080	53A	Courtyard
Lot 54 on SP 292080	54A	Courtyard
Lot 55 on SP 292080	55A	Courtyard
Lot 56 on SP 292080	56A	Courtyard
Lot 57 on SP 292080	57A	Courtyard
Lot 58 on SP 292080	58A	Courtyard
Lot 59 on SP 292080	59A	Courtyard

Lot 60 on SP 292080	60A	Courtyard
Lot 61 on SP 292080	61A	Courtyard
Lot 62 on SP 292080	62A	Courtyard
Lot 63 on SP 292080	63A	Courtyard
Lot 64 on SP 292080	64A	Courtyard
Lot 65 on SP 292080	65A	Courtyard
Lot 66 on SP 292080	66A	Courtyard
Lot 67 on SP 292080	67A	Courtyard
Lot 68 on SP 292080	68A	Courtyard
Lot 1 on SP 292081	1A	Courtyard
Lot 2 on SP 292081	2A	Courtyard
Lot 3 on SP 292081	3A & 3B	Courtyard
Lot 4 on SP 292081	4A, 4B & 4C	Courtyard
Lot 5 on SP 292081	5A & 5B	Courtyard
Lot 6 on SP 292081	6A, 6B & 6C	Courtyard
Lot 7 on SP 292081	7A & 7B	Courtyard
Lot 10 on SP 292081	10A	Courtyard
Lot 11 on SP 292081	11A	Courtyard
Lot 12 on SP 292081	12A	Courtyard
Lot 13 on SP 292081	13A	Courtyard
Lot 14 on SP 292081	14A	Courtyard
Lot 15 on SP 292081	15A	Courtyard
Lot 16 on SP 292081	16A	Courtyard
Lot 17 on SP 292081	17A	Courtyard
Lot 18 on SP 292081	18A	Courtyard
Lot 19 on SP 292081	19A	Courtyard
Lot 20 on SP 292081	20A	Courtyard
Lot 21 on SP 292081	21A	Courtyard
Lot 22 on SP 292081	22A	Courtyard
Lot 23 on SP 292081	23A	Courtyard
Lot 24 on SP 292081	24A	Courtyard
Lot 25 on SP 292081	25A	Courtyard
Lot 26 on SP 292081	26A	Courtyard
Lot 27 on SP 292081	27A	Courtyard
Lot 28 on SP 292081	28A	Courtyard
Lot 29 on SP 292081	29A	Courtyard
Lot 30 on SP 292081	30A	Courtyard
Lot 31 on SP 292081	31A	Courtyard

ANNEXURE 1  
EXCLUSIVE USE PLAN



Parcel Name: PRESTON POINT RESIDENCES CTS No

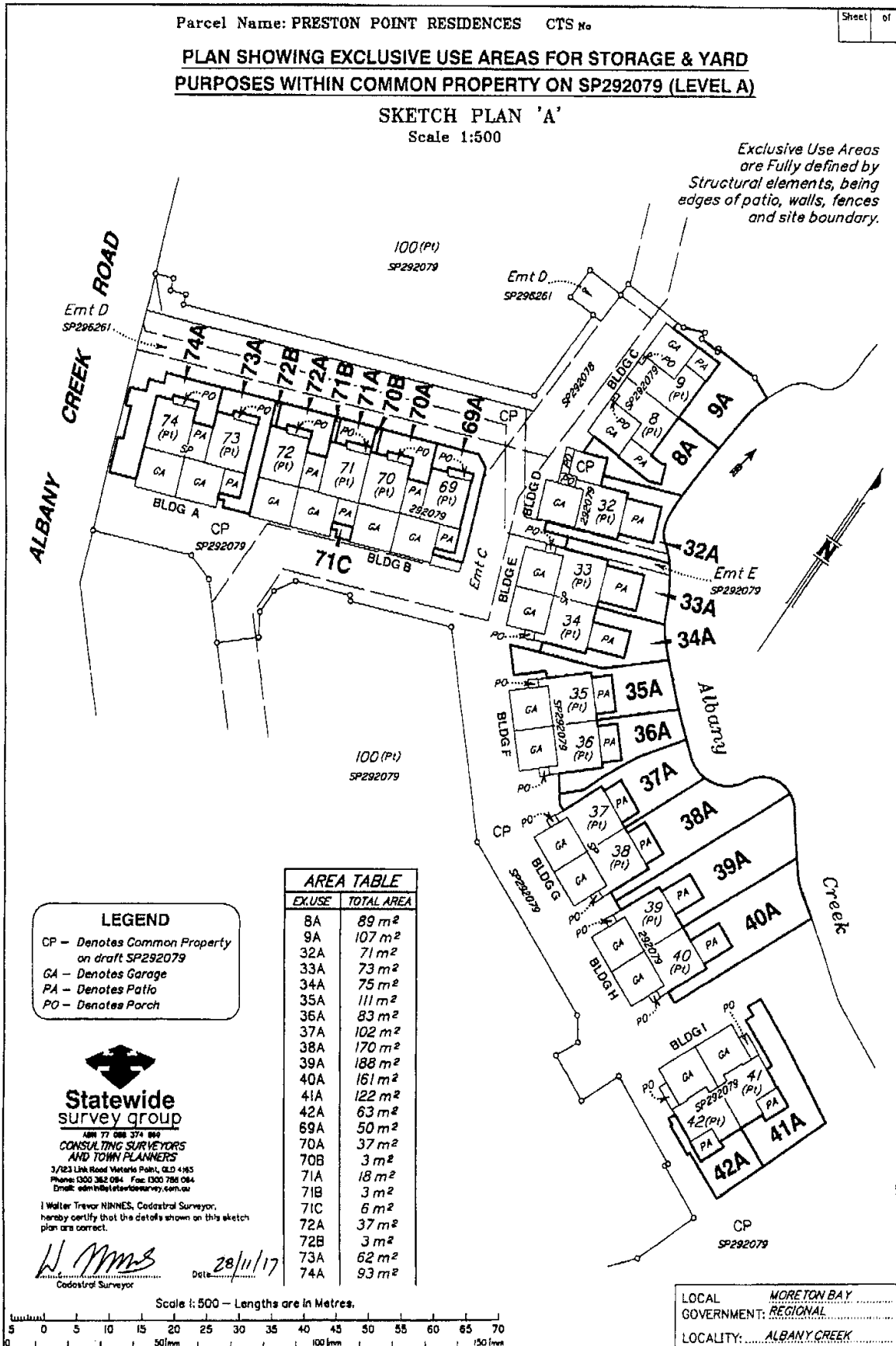
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**PLAN SHOWING EXCLUSIVE USE AREAS FOR STORAGE & YARD PURPOSES WITHIN COMMON PROPERTY ON SP292079 (LEVEL A)**

**SKETCH PLAN 'A'**

Scale 1:500

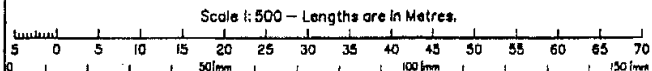
Exclusive Use Areas are Fully defined by Structural elements, being edges of patio, walls, fences and site boundary.



AREA TABLE	
EX. USE	TOTAL AREA
8A	89 m <sup>2</sup>
9A	107 m <sup>2</sup>
32A	71 m <sup>2</sup>
33A	73 m <sup>2</sup>
34A	75 m <sup>2</sup>
35A	111 m <sup>2</sup>
36A	83 m <sup>2</sup>
37A	102 m <sup>2</sup>
38A	170 m <sup>2</sup>
39A	188 m <sup>2</sup>
40A	161 m <sup>2</sup>
41A	122 m <sup>2</sup>
42A	63 m <sup>2</sup>
69A	50 m <sup>2</sup>
70A	37 m <sup>2</sup>
70B	3 m <sup>2</sup>
71A	18 m <sup>2</sup>
71B	3 m <sup>2</sup>
71C	6 m <sup>2</sup>
72A	37 m <sup>2</sup>
72B	3 m <sup>2</sup>
73A	62 m <sup>2</sup>
74A	93 m <sup>2</sup>

**LEGEND**  
 CP - Denotes Common Property on draft SP292079  
 GA - Denotes Garage  
 PA - Denotes Patio  
 PO - Denotes Porch

**Statewide survey group**  
 APR 77 088 374 889  
 CONSULTING SURVEYORS AND TOWN PLANNERS  
 3/823 Link Road Moreton Point, QLD 4185  
 Phone: (030) 362 084 Fax: (030) 788 084  
 Email: admin@statewidesurvey.com.au  
 I, Walter Trevor NINNES, Cadastral Surveyor, hereby certify that the details shown on this sketch plan are correct.  
 W. NINNES Date: 28/11/17  
 Cadastral Surveyor



LOCAL GOVERNMENT: MORETON BAY REGIONAL  
 LOCALITY: ALBANY CREEK

B101-Y A0587

Parcel Name: PRESTON POINT RESIDENCES CTS No 51508

Sheet of

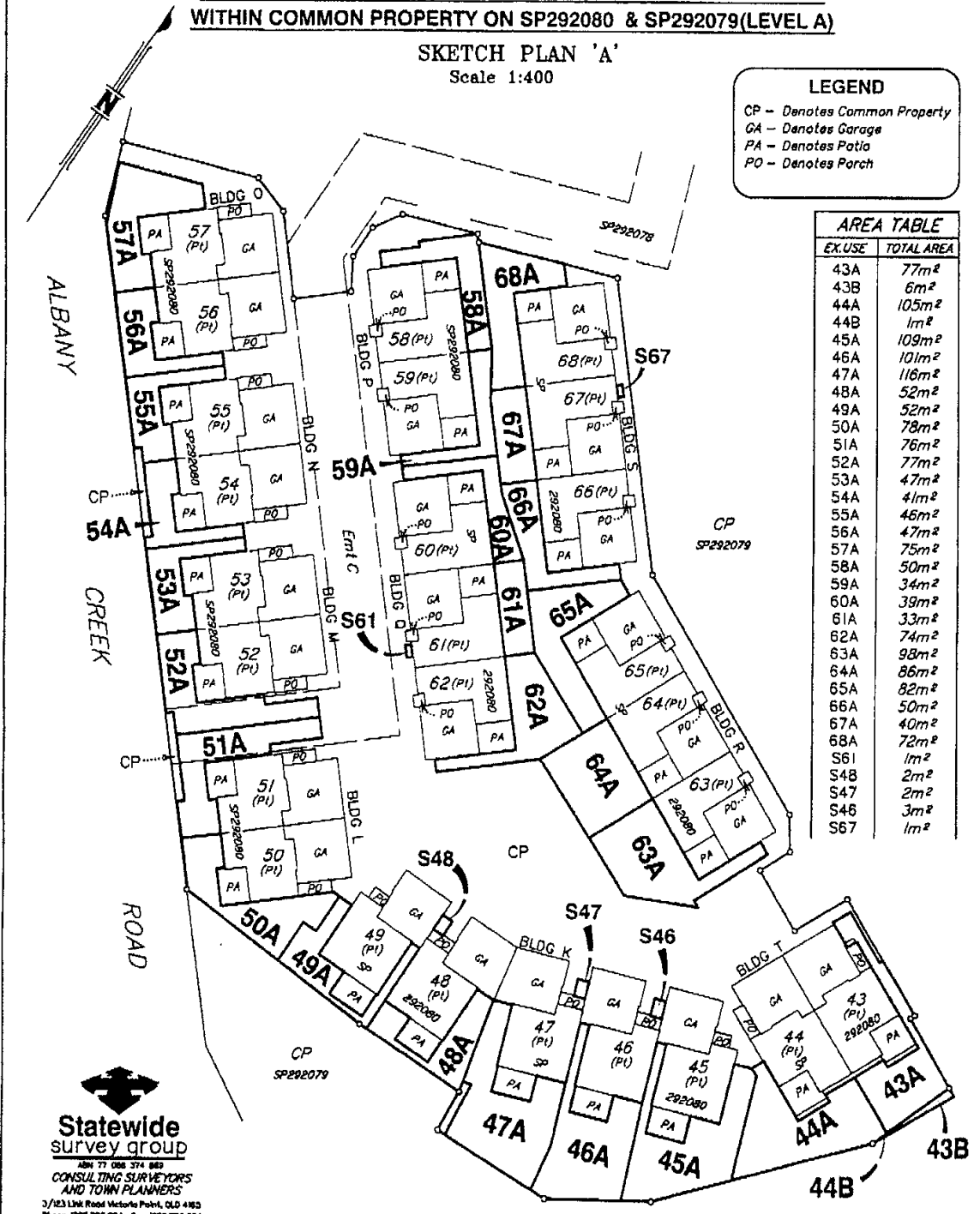
**PLAN SHOWING EXCLUSIVE USE AREAS FOR YARD & STORAGE  
WITHIN COMMON PROPERTY ON SP292080 & SP292079 (LEVEL A)**

**SKETCH PLAN 'A'**  
Scale 1:400

**LEGEND**

- CP - Denotes Common Property
- GA - Denotes Garage
- PA - Denotes Patio
- PO - Denotes Porch

AREA TABLE	
EX. USE	TOTAL AREA
43A	77m <sup>2</sup>
43B	6m <sup>2</sup>
44A	105m <sup>2</sup>
44B	1m <sup>2</sup>
45A	109m <sup>2</sup>
46A	101m <sup>2</sup>
47A	116m <sup>2</sup>
48A	52m <sup>2</sup>
49A	52m <sup>2</sup>
50A	78m <sup>2</sup>
51A	76m <sup>2</sup>
52A	77m <sup>2</sup>
53A	47m <sup>2</sup>
54A	41m <sup>2</sup>
55A	46m <sup>2</sup>
56A	47m <sup>2</sup>
57A	75m <sup>2</sup>
58A	50m <sup>2</sup>
59A	34m <sup>2</sup>
60A	39m <sup>2</sup>
61A	33m <sup>2</sup>
62A	74m <sup>2</sup>
63A	98m <sup>2</sup>
64A	86m <sup>2</sup>
65A	82m <sup>2</sup>
66A	50m <sup>2</sup>
67A	40m <sup>2</sup>
68A	72m <sup>2</sup>
S61	1m <sup>2</sup>
S48	2m <sup>2</sup>
S47	2m <sup>2</sup>
S46	3m <sup>2</sup>
S67	1m <sup>2</sup>

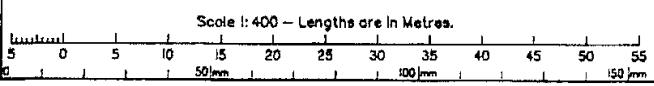


**Statewide survey group**  
 ABN 77 086 374 982  
 CONSULTING SURVEYORS  
 AND TOWN PLANNERS  
 3/123 Linn Road Victoria Park, QLD 4103  
 Phone: 1300 388 094 Fax: 1300 796 094  
 Email: admin@statewidesurvey.com.au

I, Walter Trevor DIMMICK, Cadastral Surveyor,  
 hereby certify that the details shown on this sketch  
 plan are correct.

*N. Mims* 21.8.19  
 Cadastral Surveyor

Exclusive Use Areas are Fully  
 defined by Structural elements.



LOCAL: MORETON BAY  
 GOVERNMENT: REGIONAL  
 LOCALITY: ALBANY CREEK

91-1010

Parcel Name: PRESTON POINT RESIDENCES CTS No 51508

Sheet of

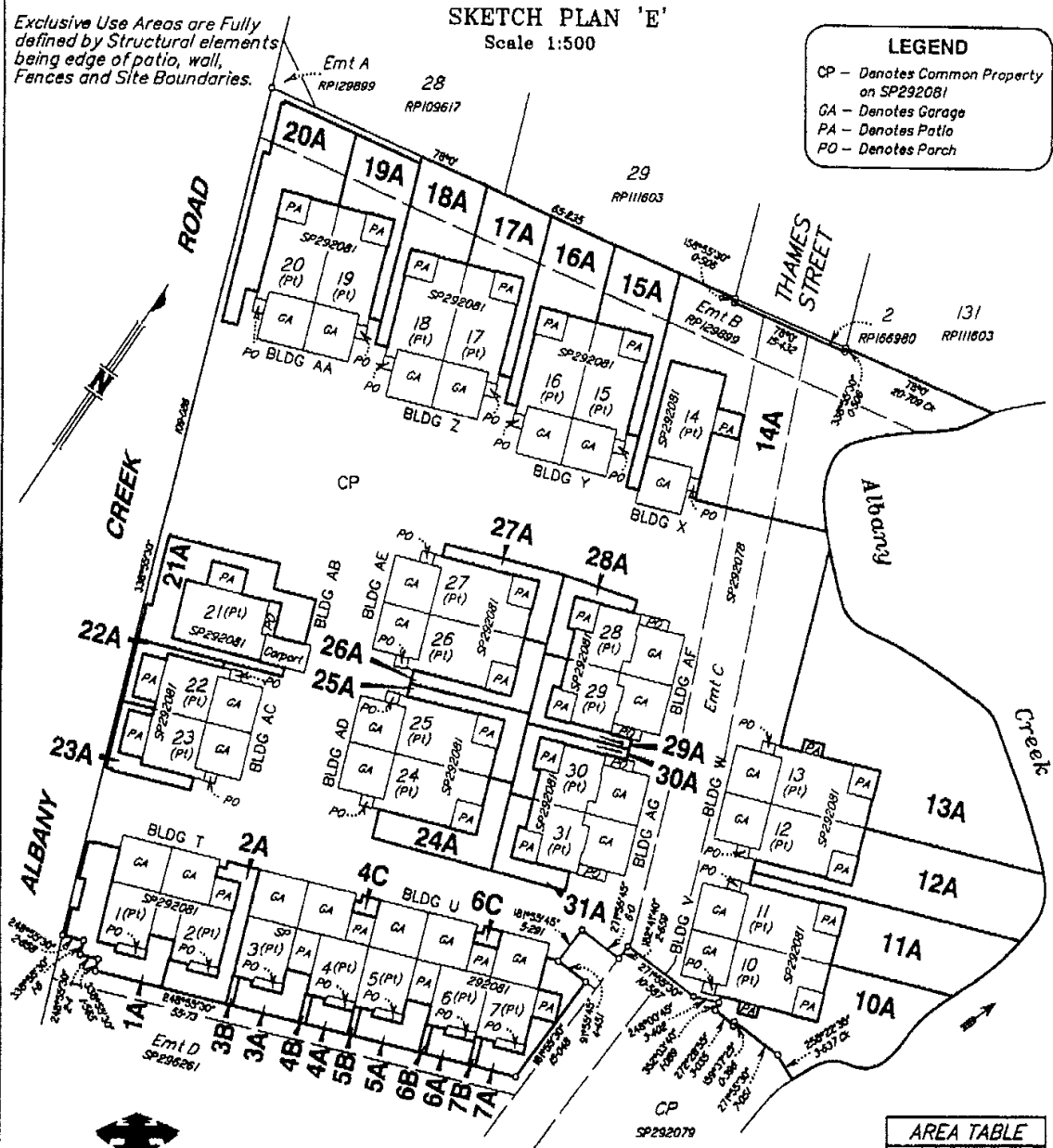
**PLAN SHOWING EXCLUSIVE USE AREAS FOR STORAGE & YARD PURPOSES WITHIN COMMON PROPERTY ON SP292081 (LEVEL A)**

SKETCH PLAN 'E'  
Scale 1:500

Exclusive Use Areas are Fully defined by Structural elements being edge of patio, wall, Fences and Site Boundaries.

**LEGEND**

- CP - Denotes Common Property on SP292081
- GA - Denotes Garage
- PA - Denotes Patio
- PO - Denotes Porch



**Statewide survey group**  
 ABN 77 088 274 888  
 CONSULTING SURVEYORS AND TOWN PLANNERS  
 3/23 Link Road Victoria Point QLD 4163  
 Phone: 1300 342 084 Fax: 1300 796 084  
 Email: admin@statewidesurvey.com.au

I, **Walter Trevor DINEEN**, Cadastral Surveyor,  
 hereby certify that the details shown on this sketch plan are correct.

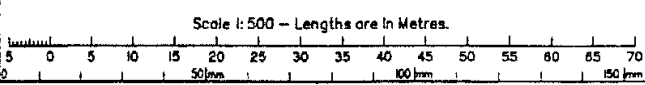
*W. Dineen*  
 Cadastral Surveyor

AREA TABLE	
EX. USE	TOTAL AREA
1A	92 m <sup>2</sup>
2A	63 m <sup>2</sup>
3A	38 m <sup>2</sup>
3B	3 m <sup>2</sup>
4A	18 m <sup>2</sup>
4B	3 m <sup>2</sup>
4C	6 m <sup>2</sup>
5A	37 m <sup>2</sup>

AREA TABLE	
EX. USE	TOTAL AREA
5B	3 m <sup>2</sup>
6A	18 m <sup>2</sup>
6B	3 m <sup>2</sup>
6C	6 m <sup>2</sup>
7A	51 m <sup>2</sup>
7B	3 m <sup>2</sup>
10A	201 m <sup>2</sup>
11A	194 m <sup>2</sup>

AREA TABLE	
EX. USE	TOTAL AREA
12A	227 m <sup>2</sup>
13A	593 m <sup>2</sup>
14A	618 m <sup>2</sup>
15A	104 m <sup>2</sup>
16A	116 m <sup>2</sup>
17A	102 m <sup>2</sup>
18A	111 m <sup>2</sup>
19A	97 m <sup>2</sup>
20A	159 m <sup>2</sup>

AREA TABLE	
EX. USE	TOTAL AREA
21A	132 m <sup>2</sup>
22A	23 m <sup>2</sup>
23A	33 m <sup>2</sup>
24A	81 m <sup>2</sup>
25A	47 m <sup>2</sup>
26A	48 m <sup>2</sup>
27A	49 m <sup>2</sup>
28A	41 m <sup>2</sup>
29A	39 m <sup>2</sup>
30A	39 m <sup>2</sup>
31A	44 m <sup>2</sup>



LOCAL GOVERNMENT: MORETON BAY REGIONAL  
 LOCALITY: ALBANY CREEK

ANNEXURE 2  
SERVICE LOCATION DIAGRAM

L

L



Parcel Name: PRESTON POINT RESIDENCES CTS No

Sheet of

**SERVICES LOCATION DIAGRAM**

**SKETCH PLAN 'B'**

Scale 1:800

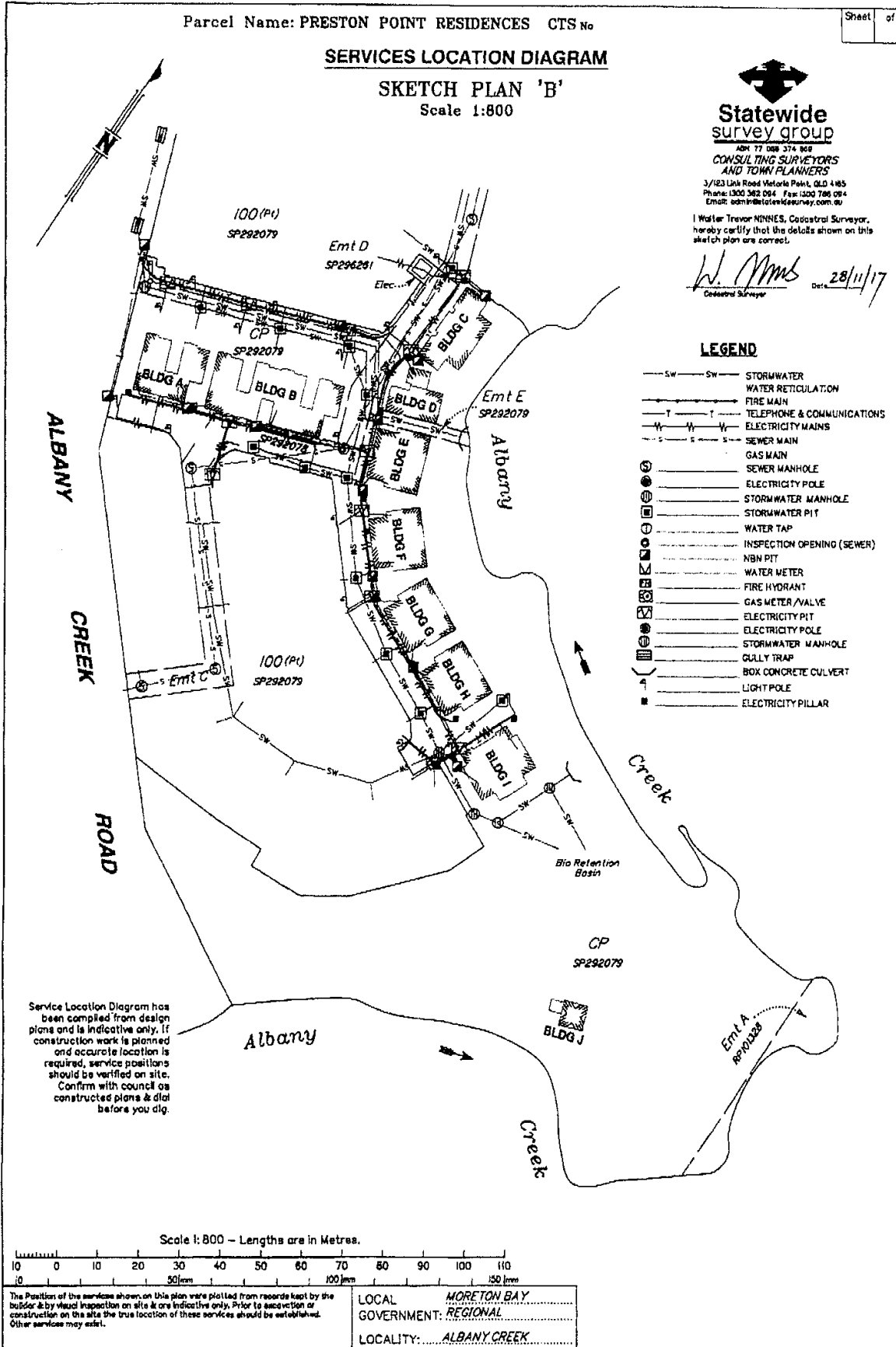


**Statewide  
survey group**

ADM 77 008 374 859  
CONSULTING SURVEYORS  
AND TOWN PLANNERS  
3/183 Link Road Victoria Point, QLD 4185  
Phone: 1300 362 064 Fax: 1300 786 094  
Email: admin@statewidesurvey.com.au

I, Walter Trevor MINNES, Cadastral Surveyor,  
heroby certify that the details shown on this  
sketch plan are correct.

*W. Minnes* 28/11/17  
Cadastral Surveyor



ADDITIONAL SHEET  
 PARCEL NAME: PRESTON POINT RESIDENCES CTS No 51508

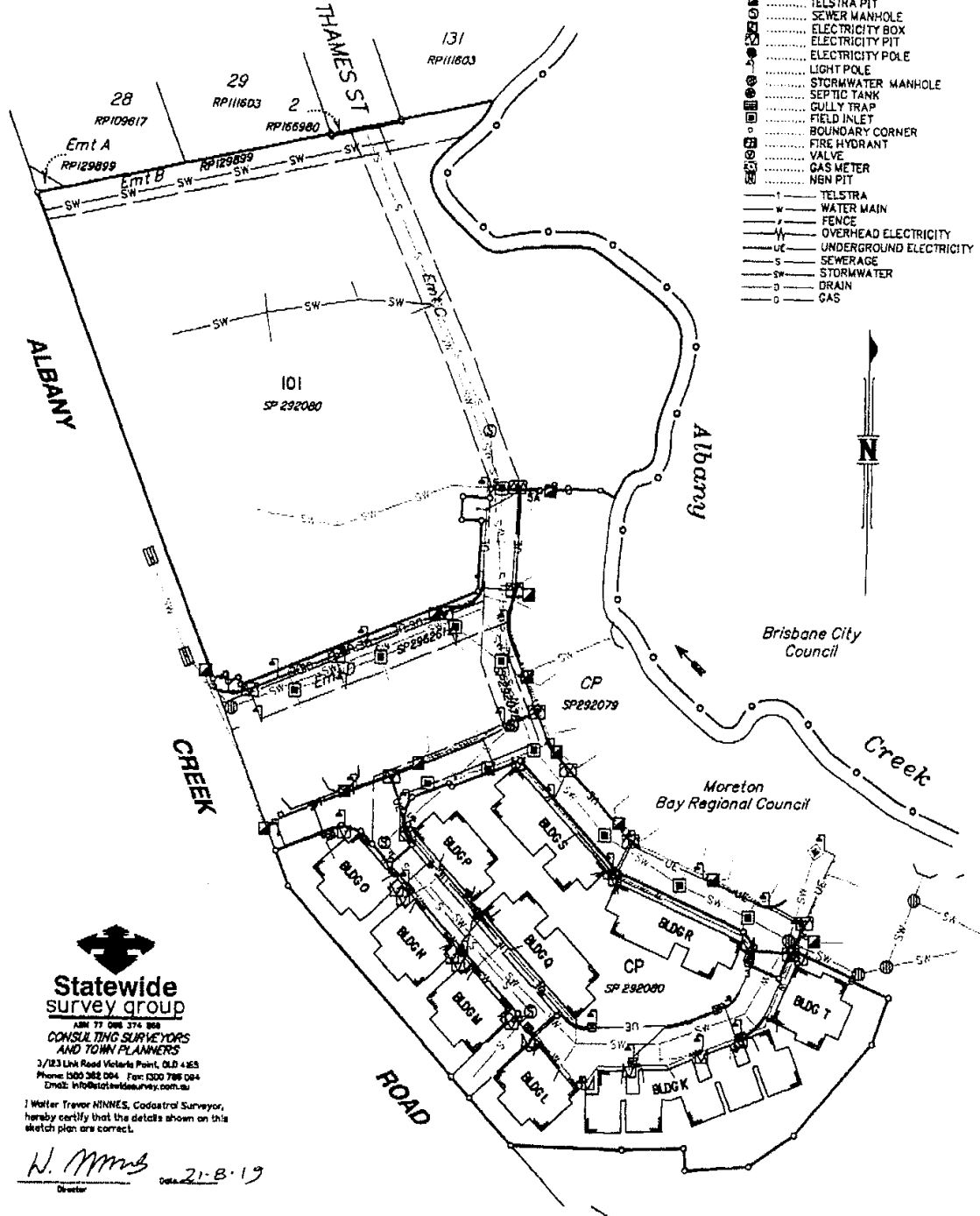
Sheet of

**SERVICES LOCATION DIAGRAM**

SKETCH PLAN 'B'  
 Scale 1:500

**LEGEND**

- ..... WATER METER
- ..... INSPECTION OPENING (SEWER)
- ..... TELSTRA PIT
- ..... SEWER MANHOLE
- ..... ELECTRICITY BOX
- ..... ELECTRICITY PIT
- ..... ELECTRICITY POLE
- ..... LIGHT POLE
- ..... STORMWATER MANHOLE
- ..... SEPTIC TANK
- ..... GULLY TRAP
- ..... FIELD INLET
- ..... BOUNDARY CORNER
- ..... FIRE HYDRANT
- ..... VALVE
- ..... GAS METER
- ..... NEN PIT
- ..... TELSTRA
- ..... WATER MAIN
- ..... FENCE
- ..... OVERHEAD ELECTRICITY
- ..... UNDERGROUND ELECTRICITY
- ..... SEWERAGE
- ..... STORMWATER
- ..... DRAIN
- ..... GAS



**Statewide survey group**

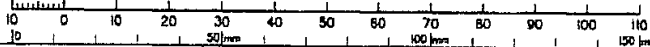
ASB 77 088 374 288  
 CONSULTING SURVEYORS  
 AND TOWN PLANNERS

3/123 Link Road Victoria Point, QLD 4163  
 Phone: 1300 362 004 Fax: 1300 786 084  
 Email: info@statewidesurvey.com.au

I, Walter Trevor MINNES, Cadastral Surveyor,  
 hereby certify that the details shown on this  
 sketch plan are correct.

*W. Minnes*  
 Director 21.8.19

Scale 1:800 - Lengths are in Metres.



The Position of the services shown on this plan were plotted from records kept by the  
 builder & by visual inspection on site & are indicative only. Prior to excavation or  
 construction on the site the true location of these services should be established.  
 Other services may exist.

LOCAL GOVERNMENT: MORETON BAY REGIONAL COUNCIL  
 LOCALITY: ALBANY CREEK

6101-701 Stage 2-ETG

Parcel Name: PRESTON POINT RESIDENCES CTS No 51508

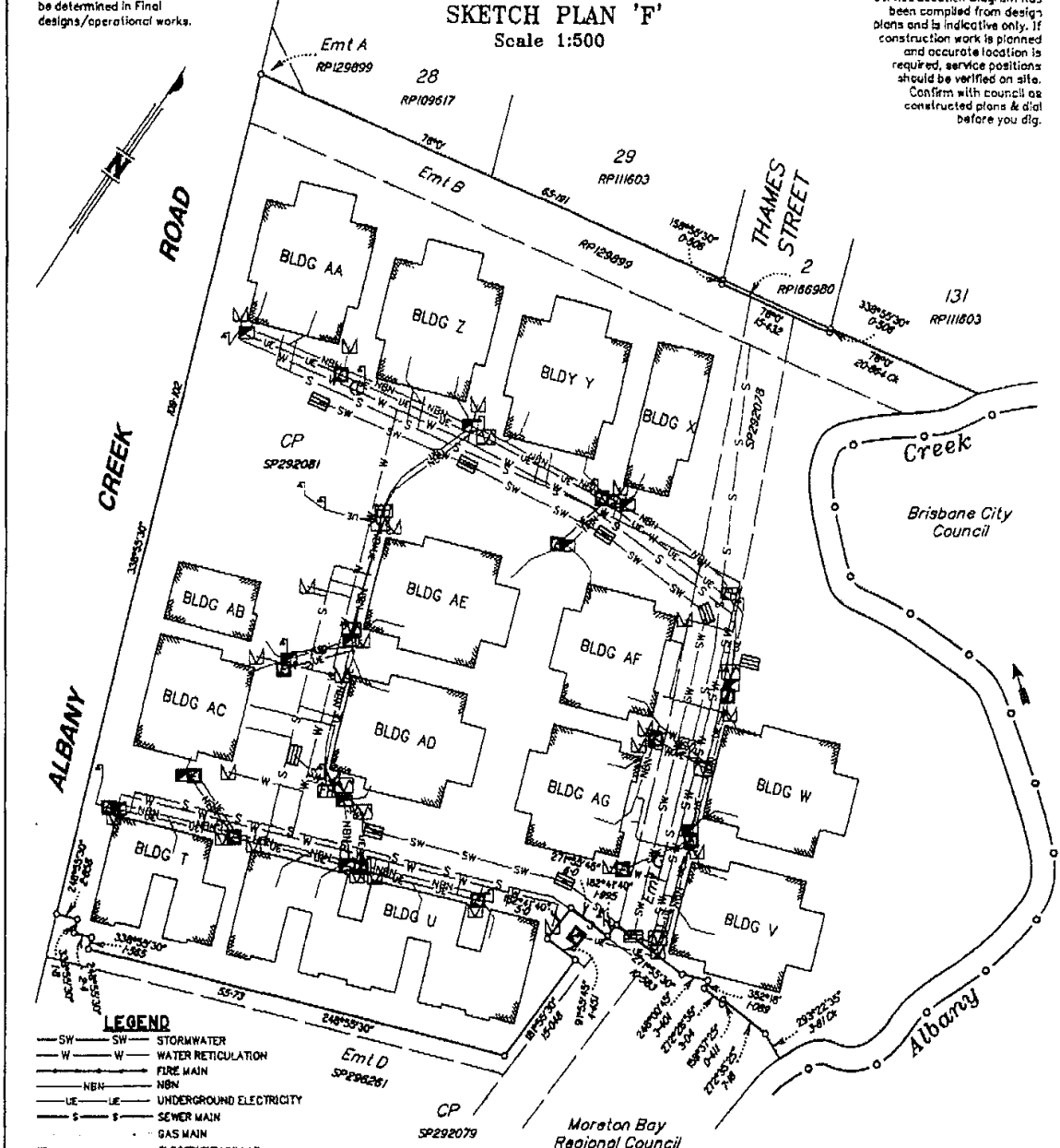
Sheet of

**SERVICES LOCATION DIAGRAM**

**SKETCH PLAN 'F'**  
Scale 1:500

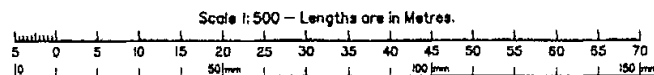
NOTE: Servicing locations to be determined in Final designs/operational works.

Service Location Diagram has been compiled from design plans and is indicative only. If construction work is planned and accurate location is required, service positions should be verified on site. Confirm with council as constructed plans & dial before you dig.



- LEGEND**
- SW — SW STORMWATER
  - W — W WATER RETICULATION
  - FM — FM FIRE MAIN
  - NBN — NBN UNDERGROUND ELECTRICITY
  - UE — UE UNDERGROUND ELECTRICITY
  - S — S SEWER MAIN
  - G — G GAS MAIN
  - ⊠ — ⊠ ELECTRICITY PILLAR
  - ⊡ — ⊡ ELECTRICITY PIT
  - ⊞ — ⊞ SEWER MANHOLE
  - ⊟ — ⊟ LIGHT PILLAR
  - ⊠ — ⊠ STORMWATER MANHOLE
  - ⊡ — ⊡ STORMWATER PIT
  - ⊞ — ⊞ WATER TAP
  - ⊟ — ⊟ NBN PIT
  - ⊠ — ⊠ TELSTRA PIT
  - ⊡ — ⊡ WATER METER
  - ⊞ — ⊞ FIRE HYDRANT
  - ⊟ — ⊟ GAS METER/VALVE

For clarity purposes Buildings T-Z, AA & AC-AG are 2 Storey Buildings.  
For clarity purposes Building AB is a 1 Storey Building.



The Position of the services shown on this plan were plotted from records kept by the builder & by visual inspection on site & are indicative only. Prior to excavation or construction on the site the true location of these services should be established. Other services may exist.

LOCAL: MORETON BAY  
GOVERNMENT: REGIONAL  
LOCALITY: ALBANY CREEK

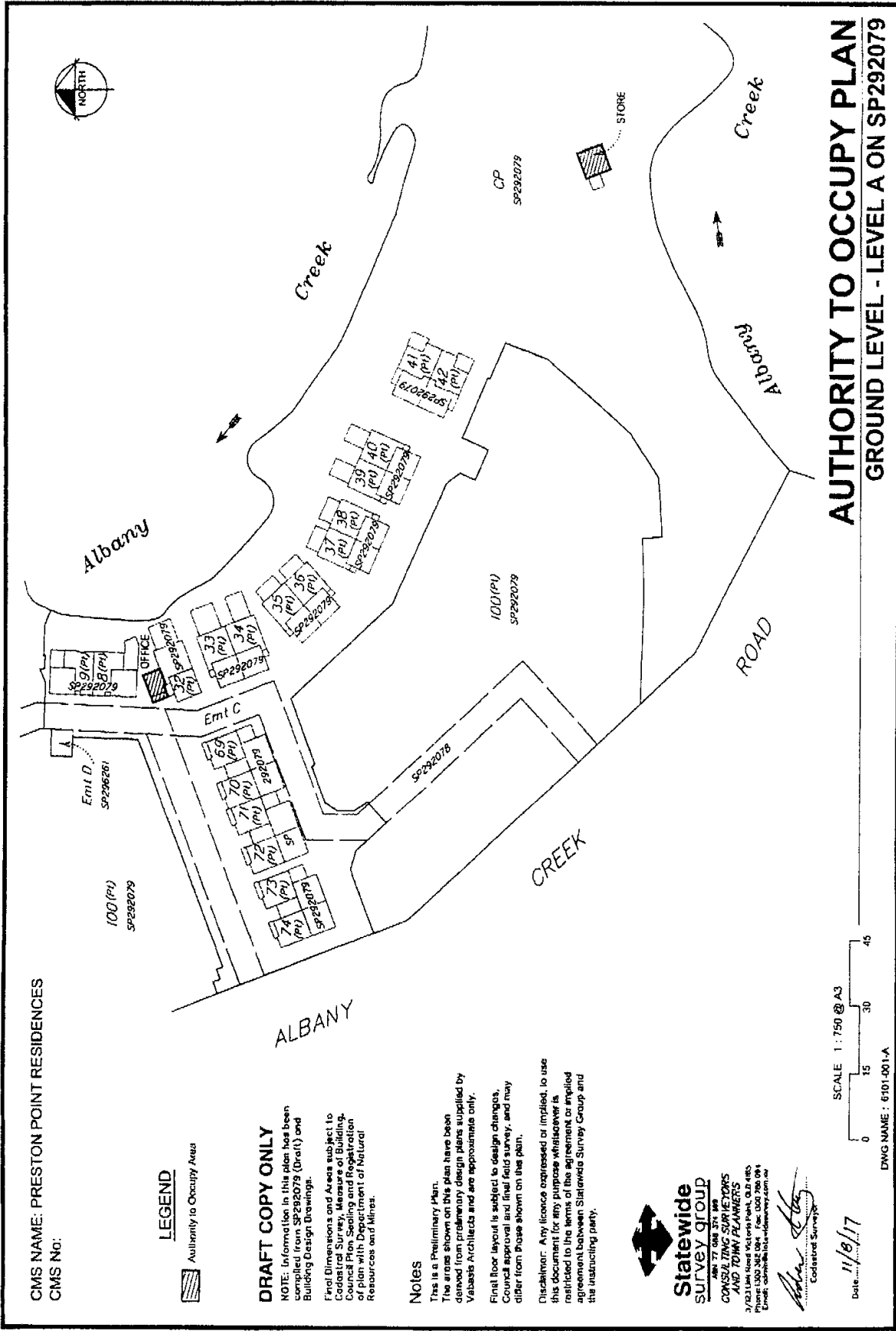
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Phone: 1300 362 084 Fax: 1300 784 094  
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I, Walter Trevor NINNES, Cadastral Surveyor, hereby certify that the details shown on this sketch plan are correct.

*W N N*  
Cadastral Surveyor Date: 26.8.20

ANNEXURE 3  
OCCUPATION AUTHORITY PLAN





CMS NAME: PRESTON POINT RESIDENCES  
 CMS No:

**LEGEND**  
 Authority to Occupy Area

**DRAFT COPY ONLY**

NOTE: Information in this plan has been compiled from SP292079 (Draft) and Building Design Drawings.  
 Final Dimensions and Areas subject to Cadastral Survey, Measure of Building, Council Plan Sealing and Registration of Plan with Department of Natural Resources and Mines.

**Notes**

This is a Preliminary Plan.  
 The areas shown on this plan have been derived from preliminary design plans supplied by Valabas Architects and are approximate only.  
 Final floor layout is subject to design changes. Council approval and final field survey, and may differ from those shown on this plan.  
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*Statewide Survey Group*  
 Cadastre Surveyors

Date: 11/8/17

SCALE: 1 : 750 @ A3  
 0 15 30 45

DWG NAME : 6101-001-A

**AUTHORITY TO OCCUPY PLAN**  
**GROUND LEVEL - LEVEL A ON SP292079**