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Privacy  
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**BE 470**searchable registers in the land registry and the water register. For more  
information about privacy in NR&W see  
<http://www.nrw.qld.gov.au/about/privacy/index.html>.

1. Nature of request	Lodger (Name, address & phone number)	Lodger Code
REQUEST TO RECORD NEW COMMUNITY MANAGEMENT STATEMENT FOR EDGEWATER LAKE KAWANA COMMUNITY TITLES SCHEME 43881	MCINNES WILSON LAWYERS GPO BOX 1089 BRISBANE QLD 4001 07 3014 6511	234A

2. Lot on Plan Description	County	Parish	Title Reference
COMMON PROPERTY OF EDGEWATER LAKE KAWANA COMMUNITY TITLES SCHEME 43881			50888990

3. Registered Proprietor/State Lessee  
BODY CORPORATE FOR EDGEWATER LAKE KAWANA COMMUNITY TITLES SCHEME 43881

4. Interest  
NOT APPLICABLE

5. Applicant  
BODY CORPORATE FOR EDGEWATER LAKE KAWANA COMMUNITY TITLES SCHEME 43881

## 6. Request

I hereby request that: the new community management statement deposited herewith which amends Schedule C and Schedule E of the existing community management statement be recorded as the community management statement for Edgewater Lake Kawana Community Titles Scheme 43881.

## 7. Execution by applicant

29/05/13  
Execution Date

Applicant's or Solicitor's Signature

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

NINA FRANCIS LAMPRELL  
SOLICITOR

THIS  
WIT  
CASE  
WIT  
CON

**43881**

This statement incorporates and must include the following:

- 1 - Schedule of lot entitlements
- 3 - Explanation of development of scheme land
- 7 - By-laws
- 10 - Any other details
- Schedule E - Allocation of exclusive use areas

CMS LABEL NUMBER

1. **Name of community titles scheme**  
EDGEWATER LAKE KAWANA COMMUNITY TITLES SCHEME 43881

2. **Regulation module**  
ACCOMMODATION MODULE

3. **Name of body corporate**  
BODY CORPORATE FOR EDGEWATER LAKE KAWANA COMMUNITY TITLES SCHEME 43881

4. **Scheme land**

Lot on Plan Description	County	Parish	Title Reference
COMMON PROPERTY OF EDGEWATER	CANNING	BRIBIE	50888990
LOTS 101 - 149 ON SP217622	CANNING	BRIBIE	50888991 - 50889039
LOTS 201 - 240 ON SP217622	CANNING	BRIBIE	50889040 - 50889079
LOTS 301 - 351 ON SP217622	CANNING	BRIBIE	50889080 - 50889130

5. **\*Name and address of original owner**  
NOT APPLICABLE

6. **Reference to plan lodged with this statement**  
NOT APPLICABLE

# first community management statement only

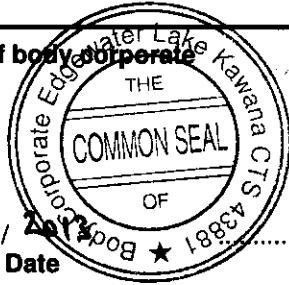
7. **Local Government community management statement notation**

..... signed  
Not applicable pursuant to s60(6) of the *Body Corporate and Community Management Act 1997*

..... name and designation

..... name of Local Government

8. **Execution by original owner/Consent of body corporate**



13/5/2013  
Execution Date

*Jason Mague* CHAIRPERSON  
JASON MAGUE

*Andrew O'Connor* SECRETARY  
ANDREW O'CONNOR

\*Original owner to execute for a first community management statement  
\*Body corporate to execute for a new community management statement

<b>SCHEDULE A</b>	<b>SCHEDULE OF LOT ENTITLEMENTS</b>
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Lot on Plan	Contribution	Interest
Lot 101 on SP 217622	79	745
Lot 102 on SP 217622	70	469
Lot 103 on SP 217622	70	469
Lot 104 on SP 217622	79	725
Lot 105 on SP 217622	79	725
Lot 106 on SP 217622	70	469
Lot 107 on SP 217622	70	469
Lot 108 on SP 217622	76	685
Lot 109 on SP 217622	69	453
Lot 110 on SP 217622	69	439
Lot 111 on SP 217622	70	479
Lot 112 on SP 217622	70	479
Lot 113 on SP 217622	70	479
Lot 114 on SP 217622	65	359
Lot 115 on SP 217622	70	479
Lot 116 on SP 217622	70	479
Lot 117 on SP 217622	70	479
Lot 118 on SP 217622	69	439
Lot 119 on SP 217622	69	443
Lot 120 on SP 217622	69	463
Lot 121 on SP 217622	69	449
Lot 122 on SP 217622	70	489
Lot 123 on SP 217622	70	489
Lot 124 on SP 217622	70	489
Lot 125 on SP 217622	65	369
Lot 126 on SP 217622	70	489
Lot 127 on SP 217622	70	489
Lot 128 on SP 217622	70	489
Lot 129 on SP 217622	69	449
Lot 130 on SP 217622	69	453

Lot 131 on SP 217622	69	483
Lot 132 on SP 217622	69	459
Lot 133 on SP 217622	70	509
Lot 134 on SP 217622	70	509
Lot 135 on SP 217622	70	509
Lot 136 on SP 217622	65	379
Lot 137 on SP 217622	70	509
Lot 138 on SP 217622	70	509
Lot 139 on SP 217622	70	509
Lot 140 on SP 217622	69	459
Lot 141 on SP 217622	69	473
Lot 142 on SP 217622	82	895
Lot 143 on SP 217622	79	885
Lot 144 on SP 217622	79	885
Lot 145 on SP 217622	78	850
Lot 146 on SP 217622	78	850
Lot 147 on SP 217622	79	855
Lot 148 on SP 217622	79	855
Lot 149 on SP 217622	82	859
Lot 201 on SP 217622	79	765
Lot 202 on SP 217622	71	499
Lot 203 on SP 217622	71	499
Lot 204 on SP 217622	70	505
Lot 205 on SP 217622	71	525
Lot 206 on SP 217622	71	525
Lot 207 on SP 217622	79	785
Lot 208 on SP 217622	69	473
Lot 209 on SP 217622	69	459
Lot 210 on SP 217622	70	509
Lot 211 on SP 217622	71	509
Lot 212 on SP 217622	70	475
Lot 213 on SP 217622	71	509

Lot 214 on SP 217622	71	509
Lot 215 on SP 217622	69	459
Lot 216 on SP 217622	69	473
Lot 217 on SP 217622	69	483
Lot 218 on SP 217622	69	469
Lot 219 on SP 217622	71	519
Lot 220 on SP 217622	71	519
Lot 221 on SP 217622	70	485
Lot 222 on SP 217622	71	519
Lot 223 on SP 217622	71	519
Lot 224 on SP 217622	69	469
Lot 225 on SP 217622	69	483
Lot 226 on SP 217622	69	493
Lot 227 on SP 217622	69	479
Lot 228 on SP 217622	71	529
Lot 229 on SP 217622	71	529
Lot 230 on SP 217622	70	495
Lot 231 on SP 217622	71	529
Lot 232 on SP 217622	71	529
Lot 233 on SP 217622	69	479
Lot 234 on SP 217622	69	493
Lot 235 on SP 217622	82	935
Lot 236 on SP 217622	80	925
Lot 237 on SP 217622	79	895
Lot 238 on SP 217622	80	895
Lot 239 on SP 217622	80	925
Lot 240 on SP 217622	82	935
Lot 301 on SP 217622	79	439
Lot 302 on SP 217622	70	469
Lot 303 on SP 217622	70	469
Lot 304 on SP 217622	70	469
Lot 305 on SP 217622	65	359

Lot 306 on SP 217622	70	469
Lot 307 on SP 217622	70	469
Lot 308 on SP 217622	70	469
Lot 309 on SP 217622	79	675
Lot 310 on SP 217622	69	443
Lot 311 on SP 217622	69	449
Lot 312 on SP 217622	70	479
Lot 313 on SP 217622	70	479
Lot 314 on SP 217622	70	479
Lot 315 on SP 217622	65	359
Lot 316 on SP 217622	70	479
Lot 317 on SP 217622	70	479
Lot 318 on SP 217622	70	479
Lot 319 on SP 217622	69	449
Lot 320 on SP 217622	69	453
Lot 321 on SP 217622	69	453
Lot 322 on SP 217622	69	459
Lot 323 on SP 217622	70	489
Lot 324 on SP 217622	70	499
Lot 325 on SP 217622	70	499
Lot 326 on SP 217622	65	369
Lot 327 on SP 217622	70	499
Lot 328 on SP 217622	70	489
Lot 329 on SP 217622	70	489
Lot 330 on SP 217622	69	459
Lot 331 on SP 217622	69	463
Lot 332 on SP 217622	69	473
Lot 333 on SP 217622	69	469
Lot 334 on SP 217622	70	509
Lot 335 on SP 217622	70	509
Lot 336 on SP 217622	70	509
Lot 337 on SP 217622	65	379

Lot 338 on SP 217622	70	509
Lot 339 on SP 217622	70	509
Lot 340 on SP 217622	70	509
Lot 341 on SP 217622	69	469
Lot 342 on SP 217622	69	473
Lot 343 on SP 217622	82	859
Lot 344 on SP 217622	79	855
Lot 345 on SP 217622	79	855
Lot 346 on SP 217622	73	525
Lot 347 on SP 217622	73	520
Lot 348 on SP 217622	73	525
Lot 349 on SP 217622	79	885
Lot 350 on SP 217622	79	895
Lot 351 on SP 217622	82	895
<b>TOTALS</b>	<b>10,021</b>	<b>76,741</b>

## PRINCIPLES FOR DECIDING THE CONTRIBUTION LOT ENTITLEMENT FOR A LOT

### *Explanation Why Contribution Schedule Lot Entitlements Not Equal*

1. The Contribution Schedule Lot Entitlements (CSLE) for the Scheme are not equal. As required by s48 of the Body Corporate and Community Management Act 1997, the CSLE for the Scheme have been allocated having regard to:
  - 1.1 Structure of the Scheme;
  - 1.2 The nature, features and characteristics of the Lots in the Scheme; and
  - 1.3 The purpose for which the Lots are used.
2. On the basis of these factors it is just and equitable for there to be a minor variation in the CSLE for the Scheme. The Contribution Schedule Lot Entitlement for each Lot varies between a minimum of 65 and a maximum of 82. The difference in lot entitlements recognizes that the factors stated above do not impact on how much each Lot should contribute to certain Body Corporate costs such as secretarial fees, audit fees, printing, postage and outlays, but the structure of the Scheme and the features and characteristics of the Lot result in a differential burden on the costs of the Body Corporate for repair and maintenance of the common property.
3. When allocating the lot entitlements to be included in the CSLE, each of the above factors impacts on the allocation in the following ways:
  - 3.1 Structure of the Scheme  
The Scheme is not a layered scheme or part of a volumetric plan and consequently this factor does not contribute to any differences in the lot entitlements.
  - 3.2 Nature, Features and Characteristics of the Lots in the Scheme  
Each of the Lots in the Scheme are used for residential purposes. They are all contained in a building on a building format plan. The Body Corporate is responsible for the repair and maintenance of common property within its scheme. This includes the common foyer, lifts and lift wells, external walls and windows of the building, roof, utility infrastructure and utility services. In allocating the CSLE, the following features or characteristics of lots in the scheme increase the burden of Lot

places on the Body Corporate's expenditure for the maintenance, cleaning and repair of the common property on the following basis:

- 3.2.1 External surface area;
- 3.2.2 Internal surface area; and
- 3.2.3 Gross floor area.

3.3 The Purpose for which the Lots are Used

Each of the Lots in the Scheme are used for residential purposes and consequently this factor does not contribute to any differences in the lot entitlement.

The Interest Schedule Lot Entitlements have been determined using the Market Value Principle.



**SCHEDULE B      EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND**

This Scheme is a basic scheme.

<b>SCHEDULE C</b>	<b>BY-LAWS</b>
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**IT WAS RESOLVED** that the By-laws to the Act are hereby amended, added to and repealed in the following manner:-

**1 Interpretation**

- 1.1 Headings are included for convenience only and are not to be used as an aid in the interpretation of these by-laws.
- 1.2 Plurals will include the singular and singular the plural. References to either gender will include a reference to the other gender. References to persons include natural persons, bodies corporate, corporations sole, governments, governmental authorities and all other entities at law.
- 1.3 Where these by-laws provide that something will not be done, a Member will not attempt to do that thing or permit that thing to be done.
- 1.4 In these by-laws, unless the context otherwise requires, where the Body Corporate is to consent to some act or thing, the Body Corporate may give or withhold its consent at its discretion, or may give the consent subject to conditions.
- 1.5 Where these by-laws provide that a Member must obtain the approval or consent of the Body Corporate, that approval or consent may be given by the Committee.
- 1.6 A reference to a by-law includes any variation or replacement of that by-law.
- 1.7 Where a term or expression is used in these by-laws and it is not defined in these by-laws it will (if applicable) have the meaning given to it in the Act or the Regulation Module applying to the Scheme.
- 1.8 In these by-laws, unless the context otherwise requires:-

"Act" means the *Body Corporate and Community Management Act 1997(as amended)*;

"Associate" has the same meaning as in the Act;

"Body Corporate" means the body corporate formed under the Act on establishment of the Scheme;

"Building" means the building or buildings and other fixed structures erected on the Scheme Land;

"Caretaker" means the person authorised by the Body Corporate in writing to be a caretaker of the Building for the better management control use and enjoyment of the Building and of the common property

"Caretaker's Unit" means the Unit nominated from time to time, in accordance with By-law 32, by the Caretaker;

"Committee" means the committee of the Body Corporate elected in accordance with the Act;

"Letting Agent" means that person authorised by the Body Corporate in writing to be a letting agent for the purposes of letting lots in the Scheme;

"Lot" or "Lots" means a lot or lots in the Scheme;

"Management Statement" means the Community Management Statement containing these By-Laws;

"Manager" means the person or persons appointed by the Body Corporate at any time pursuant to the Act for the better management, control, use and enjoyment of the Common Property and for the better exercise and performance of the Body Corporate's powers and duties.

"Member" or "Members" means a person or persons who is or are bound by these by-laws. It includes an owner, a tenant or occupier of a Lot or any of their guests, servants, employees, agents, children, invitees and licensees;

"Original Owner" means Sword Holdings Pty Ltd ACN 009 693 618 together with its successors and assigns;  
"Requirement" means any requirement, or authorization, of any statutory body, local authority, governmental or other authority necessary or desirable under applicable law or regulation and includes the provisions of any statute, ordinance or by-law under the Act;

"Scheme" means the Scheme referred to in the Community Management Statement containing these By-Laws to be called the "EDGEWATER LAKE KAWANA" Community Titles Scheme;

"Scheme Land" means all the land in the Scheme;

"Services" means all gas, electricity, telephone, water, sewerage, fire prevention, ventilation, air conditioning services and security services and all other services or systems provided in the Scheme or available for the Lot;

"Service Infrastructure" means any infrastructure for the provision of Services to the Scheme or any Lot.

## **2 Noise**

- 2.1 A Member shall not upon any Lot or exclusive use area create any noise likely to interfere with the peaceful enjoyment of any other member or of any person lawfully using common property.
- 2.2 Subject to clause 2.4, an owner must ensure:
- 2.2.1 The volume of all musical instruments, radios, televisions and sound equipment played or operated by the Member or its invitees in the Lot is kept at a reasonably low level at all times;
- 2.2.2 No social gathering of people occurs on the Lot which may result in noise or the presence of such people interfering with the peaceful enjoyment of a person lawfully on another Lot or the Common Property;
- 2.2.3 No musical instrument is played in the Lot between 9.00 pm and 8.00 am; and
- 2.2.4 Any Invitee departing the Lot after 9.00 pm leaves quietly.
- 2.3 In the event of any unavoidable noise in the Lot, the Member must take all practical steps to minimise such noise or likely annoyance to other Members.

## **3 Acoustics**

- 3.1 A Member must not without the prior approval in writing of the Body Corporate and subject to any conditions the Body Corporate may impose:-
- 3.1.1 remove, install, or reinstate any hard floor (for example timber or tile) surfaces unless it achieves a minimum field impact isolation control of 55db under relevant building code regulations and is suitably acoustically treated and so the floor remains structurally sound; or
- 3.1.2 interfere with any ceiling acoustic treatment so that the acoustic treatment no longer achieves a minimum field impact isolation control of 55db under the relevant building code regulations.
- 3.2 When removing or installing any hard floor surfaces pursuant to by-law 3.1.1:-
- 3.2.1 the insurance of the work during installation or removal is to be the responsibility of the Member of the Lot;
- 3.2.2 all costs associated with the work are to be met by the Member of the Lot;
- 3.2.3 any common property damaged as a consequence of installation or removal is to be fully reinstated at the expense of the owner of the Lot;

- 3.2.4 the owner of the Lot is to be responsible for the cleaning of the common property areas used to transport materials and waste relating to the installation or removal;
- 3.2.5 the owner of the Lot is responsible for removal from the Lot and any common property of all surplus materials;
- 3.2.6 the Body Corporate costs in providing the approval are to be met by the owner of the Lot;
- 3.2.7 upon completion the Body Corporate is to receive written verification that the flooring applies to the standards referred to in by-law 3.1. When preparation of the floor is completed, the Body Corporate Committee is entitled to inspect prior to any timber or tiles being laid.
- 3.2.8 the Member of the Lot's contractor must park in the Member's allotted car space; and
- 3.2.9 hours of work of the contractor are to be between 8.00am to 4.00pm Monday to Friday.

#### **4 Behaviour of invitees**

- 4.1 A Member shall take all reasonable steps to ensure that its invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the other Lots or of any person lawfully using common property.
- 4.2 A Member must not, without the Body Corporate's written approval:
  - 4.2.1 Ride a bicycle, skateboard, scooter, or rollerblades on the common property; or
  - 4.2.2 Permit an invitee to ride a bicycle, skateboard, scooter, or rollerblades on the common property.

#### **5 Auction Sales**

Except the Original Owner, a Member shall not permit any auction sale to be conducted or to take place in their Lot without the prior approval in writing of the Committee of the Body Corporate.

#### **6 Vehicles**

Save where a by-law made pursuant to Section 171 of the Act authorises him so to do, a Member shall not park or stand any motor vehicle or other vehicle upon common property except with the consent in writing of the Body Corporate. Vehicles must be driven at a safe speed and in a safe manner.

#### **7 Use of Car Park**

- 7.1 Any motor vehicle or other vehicle on the car parking areas in the common property must be kept in a roadworthy condition. Members shall not in any circumstances permit oil or other fluids to spill or drip from any vehicle on to the floor of any car park or car parking areas. The Caretaker will have the right at all times to enter any car park for the purpose of removing any spilt oil or other fluids and the Member responsible for any spillage on a car park or the car parking areas may be levied with the cleaning costs.
- 7.2 The car parking areas in the common property must be kept in a tidy condition free of all litter. The car parking areas must not be used to carry out major repairs and maintenance to any vehicle.
- 7.3 Members shall at all times observe the reasonable directions of the Body Corporate or the Caretaker concerning the use of the car parking areas. Members will comply with any intercom system installed at the entrance to the security gate to enable communication with the Caretaker.
- 7.4 A lot owner or occupier shall ensure that its invitees use the visitor car parking areas only for casual parking. Use of visitor car parking is limited to a maximum of 4 hours. A lot owner or occupier shall not park or stand any motor vehicle or other vehicle upon areas set aside for visitor car parking.

7.5 The Original Owner must allocate or cause the Body Corporate to allocate a car space which forms part of the common property for people with disabilities on establishment of the Scheme. A lot owner or occupier must not use such car space other than for disabled parking.

7.6 The Body Corporate must maintain the car parking areas exclusively for the ancillary use of the Scheme. Parking is not to be made available to the general public and there is to be no advertising signage erected on or in the vicinity of the Building advertising the availability of car parking to the general public.

## **8 Obstruction**

A Member shall not obstruct lawful use of common property by any person. Without limiting the foregoing, a Member must not interfere with or obstruct the Manager from performing its duties or exercising its rights or using any part of the common property designated by the Body Corporate for use by the Letting Agent, the Caretaker or the Manager.

## **9 Structural Alterations and Additions**

No structural alteration shall be made to any Lot (including any alteration to gas, water or electrical installations and including the installation of any air-conditioning system or work for the purposes of enclosing, adding to or altering in any manner whatsoever the external area of a Lot) without the prior permission in writing of the Committee but such permission shall not be unreasonably withheld. The Committee may impose conditions on its consent.

In no circumstances shall a Member carry out any external additions (including without limitation the installation of blinds, shutters, glazing, louvers or similar permanent structures) which enclose any of the balconies or terraces to any Lot (including without limitation the roof terraces).

## **10 No additions Car parking Area**

No Member shall erect or cause or allow to be erected on any car parking area or on the common area property any fence, wall, barrier or impediment without the written consent of the committee.

## **11 No Erections on Lot or Common Property**

A Member shall not erect, construct or permit the construction or erection of any fence, pergola, insect screens, security screens and privacy screens, 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.

## **12 Windows**

Members shall ensure that windows shall be kept clean and promptly replaced at the Member's cost with fresh glass of the same kind, colour and weight as at present if broken or cracked.

## **13 Water Apparatus**

The water closets, conveniences and other water apparatus including waste pipes and drains shall not be used for any purpose other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance shall be deposited therein. Any costs or expenses resulting from damage or blockage to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence shall be borne by the Member whether the same is caused by his own actions or those members of its household or its servants or agents or tenants or guests.

## **14 Appearance of building**

Subject to by-law 17, a Member shall not except with the consent in writing of the body corporate, hang any article or display any signs, advertisement, placard, banner, pamphlet or like manner on any part of his Lot in such a way as to be visible from the outside of the Lot. A Member must not make any change to the external appearance of its Lot, including changing the external colour scheme of the Lot. A Member must not erect any window dressing visible from outside the Lot other than in accordance with any specifications prescribed from time to time by the Body Corporate or as may otherwise be approved by the Body Corporate. All window furnishings must use white or black backing or lining.

**15 Aerials**

Aerials, receiver dishes or similar devices must not be erected or installed without the Body Corporate's consent.

**16 Rules for Signs**

Subject to by-law 17, the Committee may make and maintain rules to control the number and size, colour, design and uniformity of signs which may be displayed, put up or affixed by each Member and by the Body Corporate.

**17 Specific Signage**

17.1 It is acknowledged that the Letting Agent conducts business within the Scheme. Nothing in these by-laws precludes the Letting Agent from doing this in the future whilst it remains the letting agent for the Scheme including without limitation the right to place signs and other advertising and display material in and about the Building and/or the common property

17.2 The Body Corporate will consent to the signage as it appears on the Building following registration of the Scheme.

17.3 The Letting Agent may with the consent of the Body Corporate (which consent shall not be unreasonably withheld) make changes to the signage on the Common Property provided that such changes complies with any local authority requirements;

**18 Damage to lawns, etc. on common property**

A Member shall not:-

18.1 damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon common property; or

18.2 except with the consent in writing of the Body Corporate, use for a Member's own purposes as a garden any portion of the common property.

**19 Damage to common property**

A Member shall not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the consent in writing of the Body Corporate, but this by-law does not prevent a proprietor or person authorised by it from installing any locking or other safety device for protection of his lot against intruders provided that the locking or other safety device is constructed in a workmanlike manner, and is maintained in a state of good and serviceable repair by the proprietor and does not detract from the amenity of the building.

**20 Depositing rubbish etc. on common property**

A Member shall not deposit or throw upon the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the proprietor or occupier of another Lot or of any person lawfully using the common property.

**21 Garbage**

A Member shall:-

21.1 Save where the Body Corporate provides some other means of disposal of garbage, maintain within its Lot, or on such part of his common property as may be authorised by the Body Corporate in a clean and dry condition and adequately covered, a receptacle for garbage;

21.2 Comply with all local authority by-laws and ordinances relating to the disposal of garbage;

21.3 Ensure that the health, hygiene and comfort of the other Members is not adversely affected by its disposal of garbage; and

21.4 Use any garbage receptacle provided by the Body Corporate and comply with all directions of the Body Corporate in relation to the disposal and any recycling program implemented by the local authority.

**22 Keeping of Animals**

22.1 Subject to section 181 of the Act, a Member may keep an animal on a Lot without the prior approval of the Committee as long as such animal will not be greater than 10 kilograms in weight when fully grown. The Committee may at any time require a Member to permanently remove an animal from a Lot or impose reasonable conditions on the keeping of an animal on a Lot. To remove any doubt, the Committee will not approve the keeping of an animal which is or will be when fully grown greater than 10 kilograms in weight.

22.2 For the purpose of this by-law, "animal" includes without limitation, dogs, cats, fish and birds.

22.3 By-law 22.1 is subject to the following conditions:-

22.3.1 Each Member is liable to all other Members for any unreasonable nuisance, noise or injury to any person or damage to any property caused by any animal brought or kept upon the Scheme Land by that Member

22.3.2 The animal must be restricted to the Member's Lot and any area set aside for the exclusive use of that Lot.

22.3.3 The animal must be properly restrained or controlled at all times

22.3.4 Each Member is absolutely responsible to clean up after any animal brought or kept at the Scheme Land by that Member

22.3.5 If any conditions imposed on the keeping of an animal on a Lot are contravened, the Committee may after giving 2 warnings to the Member require the immediate and permanent removal of the animal from the Scheme Land.

**23 Keeping Lots Clean**

All lots shall be kept clean and all practical steps shall be taken to prevent infestation by vermin and/or insects.

**24 Maintenance of Outdoor Areas of Lots**

24.1 The Body Corporate will maintain all landscaped areas, gardens and planter boxes in the Scheme to the extent that such area forms part of a Member's Lot or an exclusive use area allocated to a Member's Lot. The Body Corporate has the power to engage the Manager to maintain such areas. Any garden, planter box, balcony and/or patio or courtyard areas must be maintained to the same standard as the common property.

24.2 An Occupier of a Lot must allow the Body Corporate and its agents access over and through the Lot and/or any exclusive use area allocated to the Lot as and when reasonably required for maintenance and repair purposes or for any other lawful purpose. In exercising this power, the Body Corporate shall ensure that its servants, agents and contractors cause as little inconvenience to the Member as is reasonable in the circumstances.

**25 Washing Motor Vehicles**

Motor vehicles are to be washed only in such area or areas as the Committee may from time to time nominate as the vehicle wash bay/s.

**26 Not to Litter**

A Member shall not throw or allow to fall permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of the windows or doors or down the staircase, passages or skylights, from balconies, from the roof or in passageways of the building. Any damage or costs for cleaning or repair caused by breach hereof shall be borne by the Member concerned.

**27 Notification of Infectious Disease**

In the event of any infectious disease which may require notification by virtue of any Statute, Regulation or Ordinance affecting any person in any Lot a Member shall give, or cause to be given, written notice and any other information which may be required relative thereto to the Committee and shall pay to the Committee the expenses of disinfecting the building where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease.

**28 Not to use Chemicals**

A Member shall not use or store upon this Lot or upon the common property any flammable chemicals, fluids, or gas or other material in any other way cause or increase a risk of fire or explosion in his Lot.

**29 Doors and Windows to be Fastened**

All doors and windows to any buildings on lots shall be securely fastened on all occasions when the buildings are left unoccupied and the Committee reserves the right to enter and fasten same if left insecurely fastened.

**30 Security System**

- 30.1 The Body Corporate has authority to operate a security system for the Scheme Land, including the implementation of security procedures and equipment. It may operate the security system itself or delegate that responsibility to someone else or retain someone else to operate the security system.
- 30.2 A Member must comply with the security system and must not do anything which may detrimentally affect the security system or its operation.
- 30.3 The Body Corporate is not responsible or liable for loss or damage sustained by anybody caused directly or indirectly by:
- (a) the security system not working or not working properly or as well as it could work; or
  - (b) somebody making an unauthorised entry of the Land.
- 30.4 If the Body Corporate restricts the access of Members to any part of the Common Property by means of any lock or similar security device, it will make such a number of keys or operating systems as it determines available to members free of charge. Thereafter the Body Corporate may at its discretion make additional numbers available to Members upon payment of a reasonable charge as determined from time to time by the Body Corporate.
- 30.5 A Member to whom any key or any operating system is given must exercise a high degree of caution and responsibility in making it available for use by any other person and must take reasonable precautions (which includes the insertion of an appropriate covenant in any lease, licence or other agreement for the occupancy of a lot) to ensure its return to the owner or the Body Corporate upon that person ceasing to be an occupier.
- 30.6 A Member into whose possession any key or operating system has come must not without the Body Corporate's approval, duplicate them and must take all reasonable precautions to ensure that they are not lost or handed to any other person who is not another Member and that they are not disposed of except than by returning them to the Body Corporate.
- 30.7 A Member who is issued with a key or operating system must immediately notify the Body Corporate if it is lost or misplaced. Any costs for the replacement or supply of additional keys or operating system must be paid by that Member.

**31 Storage Areas and Common Toilets**

The Body Corporate may give control of any storage areas and common toilets under its control to any manager or caretaker appointed by it on such terms and conditions as the Body Corporate thinks fit.



**32 Use of Lots**

## 32.1 If:

- (1) there is a caretaking service contractor and letting agent for the scheme, then they together are the Caretaker; or
- (2) there is no caretaking service contractor for the scheme, but there is a letting agent for the scheme then the letting agent (for the purposes of this by-law) is the Caretaker.

## 32.2 If there is a Caretaker for the scheme, then the Caretaker may from time to time notify the Body Corporate that a particular lot is the Caretaker's Unit.

- (1) At any one time there may only be one Caretaker's Unit.
- (2) The Caretaker's Unit may be any lot in the scheme, provided that:
  - (a) it is owned by the Caretaker or an Associate of the Caretaker; and
  - (b) the Caretaker has the right to use and occupy the Caretaker's Unit.
- (3) The Caretaker's Unit once notified to the Body Corporate, remains the Caretakers Unit, unless and until the Caretaker notifies the Body Corporate of a different Caretaker's Unit.

## 32.3 Units may only be used for residential purposes, except for the Caretaker's Unit.

## 32.4 The Caretaker's Unit may be used for either or both of:

- (1) Residential purposes; and
- (2) The business/s of the Caretaker.

## 32.5 Without the prior express written consent of the Caretaker, no part of the scheme land may be used by any person for the purpose of obstructing, interfering with or conducting a business from the scheme land which competes with, the:

- (1) Caretaker performing duties for, or providing services to:
  - (a) the Body Corporate; or
  - (b) any owner and/or occupier; or
- (2) Business/s of the Caretaker.

**33 Intentionally Deleted****34 Notice of Defects**

A Member shall give the Committee prompt notice of any accident to or defect to the water pipes, gas pipes, electrical installations or fixtures which comes to his 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 they may deem necessary for the safety and preservation of the Building as often as may be necessary.

**35 Rights of Committee to Inspect Lots**

Upon 1 days' notice in writing the Committee and its servants agents and contractors shall be permitted to inspect any Lot both internally and externally and to test any electrical, gas or water installation or equipment and to trace and repair any leakage or defect in the said installation or equipment (at the expense of the Member in cases where such leakage or defect is due to any act or default of the Member or his tenants, guests, servants and agents). If not so permitted they may effect an entry. The Committee, in exercising this power, shall ensure that its servants, agents and contractors cause as little inconvenience to the proprietor as is reasonable in the circumstances.

**36 Costs**

A proprietor (which expression shall extend to a corporation and a mortgagee in possession) shall pay on demand

- 36.1 the whole of the Body Corporate's costs and expenses (including Solicitors and own client costs) incurred in recovering levies or moneys duly levied upon that proprietor's Lot in the Community Titles Scheme by the Body Corporate pursuant to the Act or pursuant to the by-laws of the Body Corporate;
- 36.2 such costs as may have been ordered to be paid by the proprietor to the Body Corporate by any court tribunal or body with authority to order the payment of costs.

In the event that the proprietor fails to attend to the payment of such costs and expenses after demand is made for the payment of same, the Body Corporate may take action for the recovery of same in any court of competent jurisdiction with the proviso that, in respect of the Body Corporate's party and party costs, the Body Corporate shall comply with any procedure for the taxation and recovery of costs provided for in the rules of the court, tribunal or other body which orders payment of costs in favour of the Body Corporate. The Body Corporate may also enter any costs payable to it as referred to in this clause against the levy account of the proprietor's Lot in the Community Titles Scheme and note the amount of such costs on any certificate issued in respect of the Lot pursuant to Section 205(1)(3) of the Act.

**37 Committee May Recover Moneys Expended**

Where the Body Corporate expends money to make good damage caused by a breach of the Act or of these by-laws by any Member or the invitee of any Member, the Committee shall be entitled to charge such money to the Member's account, and to recover the amount so expended as a debt in an action in any court of competent jurisdiction from the proprietor of the Lot at the time when the breach occurred.

**38 Observation of Duty**

The duties and obligations imposed by these by-laws on a proprietor of a Lot shall be observed not only by the proprietor but by the proprietor's tenants, guests, servants, employees, agents, children, invitees and licensees.

**39 Supply of Services**

- 39.1 If permitted by relevant legislation governing the supply of Services, the Body Corporate may:
    - 39.1.1 Establish and maintain a system for the supply of Services ("System") for the Scheme; and
    - 39.1.2 As an on-supplier:
      - 39.1.2.1 purchase the Services from a primary supplier; and
      - 39.1.2.2 on-supply the Services to
        - 39.1.2.2.1 the Body Corporate for the Scheme; and/or
        - 39.1.2.2.2 Members of Lots in the Scheme
- (collectively called "Receivers").
- 39.2 The Body Corporate may enter into agreements, contracts, licences, leases or other arrangements of any nature in connection with:

- 39.2.1 the supply of Services to the Body Corporate by primary supplier;
  - 39.2.2 the on-supply of the Services to Receivers;
  - 39.2.3 service Infrastructure used in connection with the System;
- including, without limitation, agreements contemplated by the regulation module applying to the Scheme setting out the basis on which charges are made for supply of the Services and the recover of the costs to the Body Corporate of supplying that service.
- 39.3 The Body Corporate must calculate charges for the supply of Services to Receivers only as permitted under the relevant legislation governing on-supply by the Body Corporate or, if there is no 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 Receivers.
  - 39.4 If the Body Corporate charges Receivers a rate for the Supply of the Service which is higher than the rate at which the Body Corporate purchases the Service from the supplier, any surplus funds generated in the hand of the Body Corporate as a result must be applied by the Body Corporate by its administrative fund in reduction of liabilities of the Body Corporate and, in this way, for the benefit of Members.
  - 39.5 If the Body Corporate operates and maintains a System under this by-law, it may:
    - 39.5.1 enter into agreements with Receivers for the supply of Services through the System, setting out the terms on which the Body Corporate will charge for the provision of the Services under the System and recover the costs of providing that service (as required by the Act and Module) including charges for:
      - 39.5.1.1 supply;
      - 39.5.1.2 installation and connection to the system;
      - 39.5.1.3 servicing and maintenance of the System to the extent it is utilised in the provision of the service to a particular Receiver;
      - 39.5.1.4 disconnection and reconnection fees;
      - 39.5.1.5 advance payments or security deposits to be provided in connection with the supply through the System;
    - 39.5.2 Establish the basis of charges for those Receivers which are not supplied by separate meter (if any) and for common areas for the Scheme 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 Receivers or the Body Corporate;
    - 39.5.3 Establish a system of accounts and invoices in connection with the supply of Services through the System and render those accounts to Receivers as appropriate;
    - 39.5.4 Recover any amounts when due and payable from any Receiver under applicable accounts rendered and if an account is unpaid by the due date:
      - 39.5.4.1 recover any unpaid amount as a liquidated debt;
      - 39.5.4.2 recover interest on any unpaid account;
      - 39.5.4.3 disconnect the supply of the Service to the relevant Receiver;
      - 39.5.4.4 charge a reconnection fee to restore the supply of the Service to that Receiver;
      - 39.5.4.5 increase the advance payment or security deposit for supply to the relevant Receiver.

- 39.5.5 The Body Corporate is not liable for any loss or damage suffered by any Receiver as a result of any failure of the supply due to breakdowns, repairs, maintenance, strikes, accidents or any other causes affecting the System.
- 39.5.6 The Body Corporate is not required to supply any Receiver with any Service to any greater extent that the authority from which the Body Corporate obtains supply could provide at any given time.
- 39.5.7 Each Member must:
- 39.5.7.1 allow the Body Corporate and its agents, contractors, or employees access to any Service Infrastructure used in connection with the System;
  - 39.5.7.2 comply with all requirements of the Body Corporate imposed in connection with supply of Services through the System;
  - 39.5.7.3 maintain any Service Infrastructure used in connection with the System and which is located in or on a Lot or a Lot and which is used connection with supply of Services under the System.
- 39.5.8 Nothing in this by-law obliges a Receiver to purchase any Service from the Body Corporate or limits or restricts the rights to any Receiver to utilise Service Infrastructure under any implied easement or other right contained in the Act or other applicable legislation.

#### **40 Pay Television**

The Body Corporate will allow a pay television supplier to install equipment on the common property and connect that equipment to the common electricity supply or such other cabling as provided for the purpose of pay television connections to lots. The Body Corporate may enter into an agreement for supply for that purpose and a Member may subscribe for such service to be supplied to its Lot subject to the terms and conditions of such agreement.

#### **41 Use of Services**

- 41.1 All Members must:
- 41.1.1 observe all Requirements in the use of the Services;
  - 41.1.2 not use the Services for any purposes other than the purposes for which they were constructed;
  - 41.1.3 not overload any Services or Service Infrastructure; and
  - 41.1.4 not waste water and ensure that all water taps in the Lot are turned off when not in use.

#### **42 Communication Equipment**

The Body Corporate recognises that there may be an agreement in place with a communications carrier for the installation of cabling, wiring, ducting, conduits, amplifiers and other necessary equipment required for the provision of services to the Building and Lots. The Body Corporate must:

- 42.1 allow a person to install all cabling, wiring, ducting, conduits, amplifiers and any other necessary equipment to enable owners to connect to such services; and
- 42.2 provide a supply of electricity at the cost of the Body Corporate if needed for any component to facilitate the instalment on the Common Property.

**43 Air Conditioning**

- 43.1 An owner or occupier shall be responsible for maintaining any air conditioning equipment servicing its Lot. An owner or occupier may with the Body Corporate's prior written consent install and maintain air conditioning equipment to service an owner or occupier's lot which shall be on such parts of the common property for the Scheme as approved by the Body Corporate. The Body Corporate is deemed to have approved all air conditioning equipment installed by the Original Owner during construction.
- 43.2 The Body Corporate will permit the owner or occupier from time to time to access the air conditioning equipment area servicing its Lot for the purposes of maintaining and replacing the air conditioning equipment at reasonable times upon reasonable notice (except in the case of emergency in which event no notice shall be required).

**44 Contractors**

No Member will give any directions or instructions to Body Corporate contractors.

**44 Exclusive Use Allocations – Car parks, storage spaces and courtyards**

- 44.1 Each lot owner or occupier for the time being of a Lot identified in Schedule E as being so entitled shall have the exclusive use and enjoyment for themselves and their licensees of a car parking space and/or storage space and/or courtyard as specified in Schedule E and identified on the plans attached and marked Exclusive Use Plans "A" and "B" in Annexure "B".
- 44.2 The Original Owner may in its absolute discretion allocate or cause the Body Corporate to allocate to a Lot the right to exclusive use and enjoyment of a car space or storage space and/or courtyard which forms part of the Common Property by giving notice to the Body Corporate of such allocation within 12 months after the establishment of the Scheme.
- 44.3 The Original Owner may within 12 months after the establishment of the Scheme in its absolute discretion cause the Body Corporate to authorise a Member to exclusively occupy any part of the Common Property (including, but not limited to that part intended to be used as the Letting Agent's office, reception area, foyer, walking areas and/or other special use areas).
- 44.4 A Member to whom an allocation is made or authorisation is granted pursuant to this by law:
- 44.4.1 must only use the exclusive use area for the purposes for which they are designed;
- 44.4.2 must not create a nuisance;
- 44.4.3 will with respect to his allocated space be responsible at his own cost for the duties of the Body Corporate under the Act; and
- 44.4.4 may not enclose the area without the prior written consent of the Committee.
- 44.5 The Body Corporate, or such other person authorised by it may, with or without notice to an occupier, enter upon such exclusive use area (or part thereof), for the purposes of inspecting the same or for carrying out works or effecting repairs and maintenance to the Service Infrastructure, the common property, the Lots or an adjoining Lot.
- 44.6 The Member of a Lot which is entitled to the exclusive use of an area of common property under this clause is responsible for the ongoing maintenance and care of the exclusive use area and must take all steps reasonably necessary to ensure that the exclusive use area is kept neat and tidy.

**45 Occupation Rights - Caretaker/Letting Agent**

- 45.1 For so long as there is in existence an agreement with the owner or occupier of Lot 237, subject to By-law 32, for such owner or occupier to provide letting and ancillary services to any Members who wish to avail themselves of such services ("the Letting Agreement") then:-
- 45.1.1 the Body Corporate will not itself directly or indirectly provide any of the services set out in the Letting Agreement;

45.1.2 the Body Corporate will not enter into an agreement with any other person or entity similar to the Letting Agreements; and

45.1.3 the owner or occupier of Lot 237 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 Letting Agreement in accordance with By-Law 17.

#### **46 Use of Facilities**

Members may use the pool, the gymnasium, the barbeque and associated equipment and other communal facilities ("the Facilities") subject to the following rules which will where applicable apply to all guests or invitees of the Members:-

- 46.1 the Facilities will not be used by guests or invitees unless accompanied by a Member;
- 46.2 children below the age of 13 years will at all times be accompanied by an adult Member exercising effective control over them;
- 46.3 a Member and his guests or invitees must exercise caution at all times and not behave in any manner that is likely to interfere with the use and enjoyment of the facilities by any other person;
- 46.4 no alcoholic beverages are to be consumed in or around the pool;
- 46.5 food, glass, breakable items and pets must not be brought into the pool area;
- 46.6 after the Facilities are used, they are to be left in a clean and tidy state and available to the next users (failing which the Member may be levied with a cleaning cost);
- 46.7 the Facilities may not be defaced, damaged or removed;
- 46.8 the Body Corporate or the Manager may operate a reservation system for the Facilities with which the Members will comply;
- 46.9 all gym equipment may only be used as directed and in a safe manner.
- 46.10 immediately upon becoming aware that any piece or pieces of equipment used in the gym, pool or other equipment is faulty or dangerous the Member must report that fault or danger to the Caretaker and must stop using the faulty or dangerous piece or pieces of equipment;
- 46.11 the Facilities may only be used between the hours determined by the Committee from time to time unless arranged otherwise with the Body Corporate or the Caretaker;
- 46.12 a Member must not without proper authority operate adjust or interfere with the operation of any of the Facilities; and

#### **47 Display Unit and Sales Office**

47.1 While the Original Owner (as defined in the Act) remains an owner of any Lot in the Scheme, it and its officers, servants and/or agents will be entitled to utilise any lot or lots of which it remains an owner, as a display unit and/or sales office, for the purpose of allowing prospective purchasers or lessees of any lot to inspect the lot and to negotiate a proposed purchase of letting and, notwithstanding these by laws, to conduct any auction or sales activity for such lot or lots.

47.2 The Original Owner will be entitled, for the purposes of exercising its rights under this by-law:

- (a) to place such signs and other advertising and display material in and about the Building and on and about any parts of the Common Property; and
- (b) to full and uninterrupted access to the Building and the Scheme Land for itself and its officers, servants and/or agents.

**SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED****STATUTORY EASEMENTS AND SERVICES LOCATION DIAGRAM**

Services easements as defined in the Body Corporate and Community Management Act 1997 are present on the Scheme Land. The approximate location of these services over the Common Property are as shown in the Service Location Diagram which is annexed to this Community Management Statement and marked "Annexure A". Each of the Lots and the common property in the Scheme may be affected by the following types of statutory easements pursuant to s115M – 115S inclusive of the Land Titles Act 1994 ("LTA"):

- (a) an easement for lateral and subjacent support pursuant to section 115N of the LTA;
- (b) an easement for supplying utility services to the lots and establishing and maintaining utility infrastructure reasonably necessary for the supplying of utility services pursuant to section 115O of the LTA;
- (c) an easement in favour of the common property of the Scheme against the lots for supplying utility services to the common property and establishing and maintaining utility infrastructure reasonably necessary for the supplying of utility services pursuant to section 115 P of the LTA;
- (d) an easement for shelter pursuant to section 115Q of the LTA;
- (e) an easement for projections pursuant to section 115R of the LTA; and
- (f) an easement for maintenance of the building close to boundary pursuant to section 115S of the LTA.

<b>SCHEDULE E</b>	<b>DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY</b>
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Lot on Plan	Exclusive Use Allocation as shown on the Exclusive Use Plan annexed	Purpose
Lot 101 on SP 217622	"Area 101" on Plan A in Annexure B "Areas 101 and 101A" on Plan B in Annexure B	Car Park/Storage Car Park/Courtyard
Lot 102 on SP 217622	"Area 102" on Plan A in Annexure B "Area 102A" on Plan B in Annexure B	Car Park/Storage Courtyard
Lot 103 on SP 217622	"Area 103" on Plan A in Annexure B "Area 103A" on Plan B in Annexure B	Car Park/Storage Courtyard
Lot 104 on SP 217622	"Area 104" on Plan A in Annexure B "Areas 104 and 104A" on Plan B in Annexure B	Car Park/Storage Car Park/Courtyard
Lot 105 on SP 217622	"Area 105" on Plan A in Annexure B "Areas 105 and 105A" on Plan B in Annexure B	Car Park/Storage Car Park/Courtyard
Lot 106 on SP 217622	"Area 106" on Plan A in Annexure B "Area 106" on Plan B in Annexure B	Car Park/Storage Car Park
Lot 107 on SP 217622	"Area 107" on Plan A in Annexure B "Area 107" on Plan B in Annexure B	Car Park/Storage Car Park
Lot 108 on SP 217622	"Area 108" on Plan B in Annexure B	Car Park
Lot 109 on SP 217622	"Area 109" on Plan A in Annexure B	Car Park/Storage
Lot 110 on SP 217622	"Area 110" on Plan A in Annexure B	Car Park/Storage
Lot 111 on SP 217622	"Area 111" on Plan A in Annexure B	Car Park/Storage
Lot 112 on SP 217622	"Area 112" on Plan A in Annexure B	Car Park/ Storage
Lot 113 on SP 217622	"Area 113" on Plan A in Annexure B	Car Park/Storage
Lot 114 on SP 217622	"Area 114" on Plan A in Annexure B	Car Park/ Storage
Lot 115 on SP 217622	"Area 115" on Plan A in Annexure B	Car Park/ Storage
Lot 116 on SP 217622	"Area 116" on Plan A in Annexure B	Car Park/ Storage
Lot 117 on SP 217622	"Area 117" on Plan A in Annexure B	Car Park/ Storage
Lot 118 on SP 217622	"Area 118" on Plan A in Annexure B	Car Park
Lot 119 on SP 217622	"Area 119" on Plan A in Annexure B	Car Park/ Storage
Lot 120 on SP 217622	"Area 120" on Plan A in Annexure B	Car Park
Lot 121 on SP 217622	"Area 121" on Plan A in Annexure B	Car Park
Lot 122 on SP 217622	"Area 122" on Plan A in Annexure B	Car Park
Lot 123 on SP 217622	"Area 123" on Plan A in Annexure B	Car Park
Lot 124 on SP 217622	"Area 124" on Plan A in Annexure B	Car Park
Lot 125 on SP 217622	"Area 125" on Plan A in Annexure B	Car Park
Lot 126 on SP 217622	"Area 126" on Plan A in Annexure B	Car Park
Lot 127 on SP 217622	"Area 127" on Plan A in Annexure B	Car Park
Lot 128 on SP 217622	"Area 128" on Plan A in Annexure B	Car Park
Lot 129 on SP 217622	"Area 129" on Plan A in Annexure B	Car Park
Lot 130 on SP 217622	"Area 130" on Plan A in Annexure B	Car Park
Lot 131 on SP 217622	"Area 131" on Plan A in Annexure B	Car Park/Storage
Lot 132 on SP 217622	"Area 132" on Plan A in Annexure B	Car Park/Storage
Lot 133 on SP 217622	"Area 133" on Plan A in Annexure B	Car Park/Storage
Lot 134 on SP 217622	"Area 134" on Plan A in Annexure B	Car Park/Storage



Lot 135 on SP 217622	"Area 135" on Plan A in Annexure B	Car Park/Storage
Lot 136 on SP 217622	"Area 136" on Plan A in Annexure B	Car Park/Storage
Lot 137 on SP 217622	"Area 137" on Plan A in Annexure B "Area 137" on Plan B in Annexure B	Car Park Car Park
Lot 138 on SP 217622	"Area 138" on Plan A in Annexure B	Car Park/Storage
Lot 139 on SP 217622	"Area 139" on Plan A in Annexure B "Area 139" on Plan B in Annexure B	Car Park/Storage Car Park
Lot 140 on SP 217622	"Area 140" on Plan A in Annexure B	Car Park
Lot 141 on SP 217622	"Area 141" on Plan A in Annexure B	Car Park
Lot 142 on SP 217622	"Area 142" on Plan A in Annexure B "Area 142" on Plan B in Annexure B	Car Park/Storage Car Park
Lot 143 on SP 217622	"Area 143" on Plan A in Annexure B "Area 143" on Plan B in Annexure B	Car Park/Storage Car Park
Lot 144 on SP 217622	"Area 144" on Plan A in Annexure B "Area 144" on Plan B in Annexure B	Car Park/Storage Car Park
Lot 145 on SP 217622	"Area 145" on Plan A in Annexure B "Area 145" on Plan B in Annexure B	Car Park/Storage Car Park
Lot 146 on SP 217622	"Area 146" on Plan A in Annexure B	Car Park/Storage
Lot 147 on SP 217622	"Area 147" on Plan A in Annexure B	Car Park/Storage
Lot 148 on SP 217622	"Area 148" on Plan A in Annexure B "Area 148" on Plan B in Annexure B	Car Park/Storage Car Park
Lot 149 on SP 217622	"Area 149" on Plan A in Annexure B	Car Park/Storage
Lot 201 on SP 217622	"Area 201" on Plan A in Annexure B "Area 201" on Plan B in Annexure B	Car Park Car Park
Lot 202 on SP 217622	"Area 202" on Plan A in Annexure B	Car Park
Lot 203 on SP 217622	"Area 203" on Plan A in Annexure B "Area 203A" on Plan B in Annexure B	Car Park Courtyard
Lot 204 on SP 217622	"Area 204" on Plan A in Annexure B "Area 204A" on Plan B in Annexure B	Car Park Courtyard
Lot 205 on SP 217622	"Area 205" on Plan A in Annexure B "Areas 205 and 205A" on Plan B in Annexure B	Car Park Car Park/Courtyard
Lot 206 on SP 217622	"Area 206" on Plan A in Annexure B "Area 206A" on Plan B in Annexure B	Car Park/Storage Courtyard
Lot 207 on SP 217622	"Area 207" on Plan A in Annexure B "Areas 207 and 207A" on Plan B in Annexure B	Car Park/Storage Car Park/Courtyard
Lot 208 on SP 217622	"Area 208" on Plan A in Annexure B	Car Park/ Storage
Lot 209 on SP 217622	"Area 209" on Plan A in Annexure B	Car Park/Storage
Lot 210 on SP 217622	"Area 210" on Plan A in Annexure B	Car Park/Storage
Lot 211 on SP 217622	"Area 211" on Plan A in Annexure B	Car Park/ Storage
Lot 212 on SP 217622	"Area 212" on Plan A in Annexure B	Car Park/Storage
Lot 213 on SP 217622	"Area 213" on Plan A in Annexure B	Car Park/Storage
Lot 214 on SP 217622	"Area 214" on Plan A in Annexure B	Car Park/Storage
Lot 215 on SP 217622	"Area 215" on Plan A in Annexure B	Car Park
Lot 216 on SP 217622	"Area 216" on Plan A in Annexure B	Car Park
Lot 217 on SP 217622	"Area 217" on Plan A in Annexure B	Car Park
Lot 218 on SP 217622	"Area 218" on Plan A in Annexure B	Car Park/Storage
Lot 219 on SP 217622	"Area 219" on Plan A in Annexure B "Area 219" on Plan B in Annexure B	Car Park/Storage Car Park
Lot 220 on SP 217622	"Area 220" on Plan A in Annexure B	Car Park/Storage
Lot 221 on SP 217622	"Area 221" on Plan A in Annexure B	Car Park/Storage

Lot 222 on SP 217622	"Area 222" on Plan A in Annexure B	Car Park/Storage
Lot 223 on SP 217622	"Area 223" on Plan A in Annexure B	Car Park/Storage
Lot 224 on SP 217622	"Area 224" on Plan A in Annexure B	Car Park/Storage
Lot 225 on SP 217622	"Area 225" on Plan A in Annexure B	Car Park/Storage
Lot 226 on SP 217622	"Area 226" on Plan A in Annexure B	Car Park/Storage
Lot 227 on SP 217622	"Area 227" on Plan A in Annexure B	Car Park/Storage
Lot 228 on SP 217622	"Area 228" on Plan A in Annexure B	Car Park/Storage
Lot 229 on SP 217622	"Area 229" on Plan A in Annexure B	Car Park/Storage
Lot 230 on SP 217622	"Area 230" on Plan A in Annexure B	Car Park/Storage
Lot 231 on SP 217622	"Area 231" on Plan A in Annexure B	Car Park
Lot 232 on SP 217622	"Area 232" on Plan A in Annexure B "Area 232" on Plan B in Annexure B	Car Park Car Park
Lot 233 on SP 217622	"Area 233" on Plan A in Annexure B	Car Park
Lot 234 on SP 217622	"Area 234" on Plan A in Annexure B	Car Park
Lot 235 on SP 217622	"Area 235" on Plan A in Annexure B	Car Park/Storage
Lot 236 on SP 217622	"Area 236" on Plan A in Annexure B "Area 236" on Plan A in Annexure B	Car Park/Storage Car Park
Lot 237 on SP 217622	"Area 237" on Plan A in Annexure B "Area 237" on Plan B in Annexure B	Car Park/Storage Car Park
Lot 238 on SP 217622	"Area 238" on Plan A in Annexure B	Car Park/Storage
Lot 239 on SP 217622	"Area 239" on Plan A in Annexure B	Car Park/Storage
Lot 240 on SP 217622	"Area 240" on Plan A in Annexure B	Car Park/Storage
Lot 301 on SP 217622	"Area 301" on Plan A in Annexure B "Area 301" on Plan B in Annexure B	Car Park/Storage Car Park
Lot 302 on SP 217622	"Area 302" on Plan A in Annexure B	Car Park/Storage
Lot 303 on SP 217622	"Area 303" on Plan A in Annexure B "Area 303A" on Plan B in Annexure B	Car Park Courtyard
Lot 304 on SP 217622	"Area 304" on Plan A in Annexure B "Area 304A" on Plan B in Annexure B	Car Park Courtyard
Lot 305 on SP 217622	"Area 305" on Plan A in Annexure B "Area 305A" on Plan B in Annexure B	Car Park Courtyard
Lot 306 on SP 217622	"Area 306" on Plan A in Annexure B "Area 306A" on Plan B in Annexure B	Car Park Courtyard
Lot 307 on SP 217622	"Area 307" on Plan A in Annexure B "Area 307A" on Plan B in Annexure B	Car Park Courtyard
Lot 308 on SP 217622	"Area 308" on Plan A in Annexure B "Area 308A" on Plan B in Annexure B	Car Park Courtyard
Lot 309 on SP 217622	"Area 309" on Plan A in Annexure B "Area 309" on Plan B in Annexure B "Area 309A" on Plan B in Annexure B "Area 309B" on Plan B in Annexure B	Car Park Car Park Courtyard Car Park
Lot 310 on SP 217622	"Area 310" on Plan A in Annexure B	Car Park
Lot 311 on SP 217622	"Area 311" on Plan A in Annexure B	Car Park
Lot 312 on SP 217622	"Area 312" on Plan A in Annexure B	Car Park
Lot 313 on SP 217622	"Area 313" on Plan A in Annexure B	Car Park/Storage
Lot 314 on SP 217622	"Area 314" on Plan A in Annexure B	Car Park
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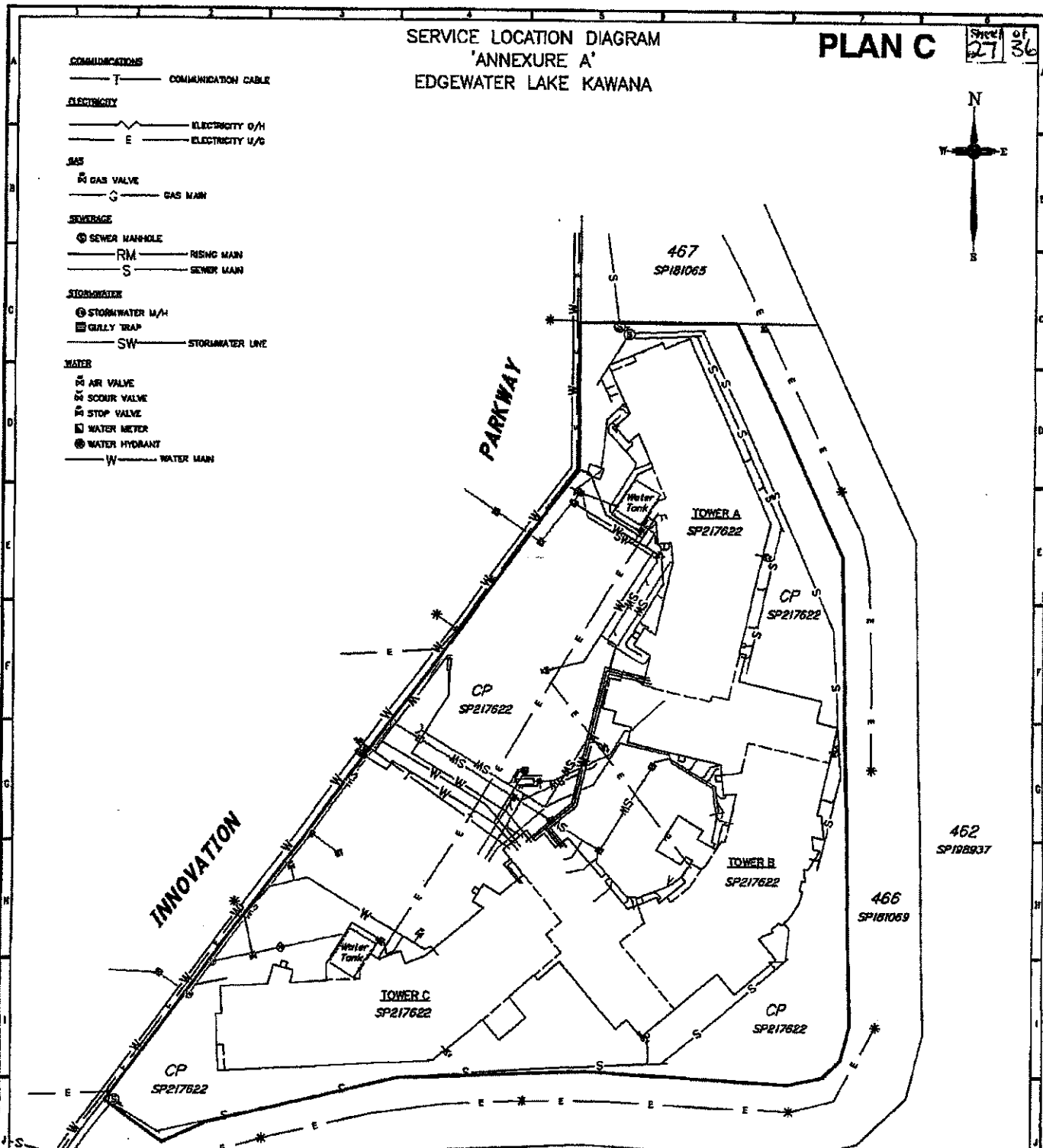
Lot 317 on SP 217622	"Area 317" on Plan A in Annexure B	Car Park/Storage
Lot 318 on SP 217622	"Area 318" on Plan A in Annexure B	Car Park/Storage
Lot 319 on SP 217622	"Area 319" on Plan A in Annexure B	Car Park/Storage
Lot 320 on SP 217622	"Area 320" on Plan A in Annexure B	Car Park/Storage
Lot 321 on SP 217622	"Area 321" on Plan A in Annexure B	Car Park/Storage
Lot 322 on SP 217622	"Area 322" on Plan A in Annexure B	Car Park/Storage
Lot 323 on SP 217622	"Area 323" on Plan A in Annexure B	Car Park/Storage
Lot 324 on SP 217622	"Area 324" on Plan A in Annexure B	Car Park/Storage
Lot 325 on SP 217622	"Area 325" on Plan A in Annexure B	Car Park/Storage
Lot 326 on SP 217622	"Area 326" on Plan A in Annexure B	Car Park/Storage
Lot 327 on SP 217622	"Area 327" on Plan A in Annexure B	Car Park/Storage
Lot 328 on SP 217622	"Area 328" on Plan A in Annexure B	Car Park/Storage
Lot 329 on SP 217622	"Area 329" on Plan A in Annexure B	Car Park/Storage
Lot 330 on SP 217622	"Area 330" on Plan A in Annexure B	Car Park/Storage
Lot 331 on SP 217622	"Area 331" on Plan A in Annexure B	Car Park/Storage
Lot 332 on SP 217622	"Area 332" on Plan A in Annexure B	Car Park/Storage
Lot 333 on SP 217622	"Area 333" on Plan A in Annexure B	Car Park/Storage
Lot 334 on SP 217622	"Area 334" on Plan A in Annexure B	Car Park/Storage
Lot 335 on SP 217622	"Area 335" on Plan A in Annexure B	Car Park/Storage
Lot 336 on SP 217622	"Area 336" on Plan A in Annexure B	Car Park/Storage
Lot 337 on SP 217622	"Area 337" on Plan A in Annexure B	Car Park/Storage
Lot 338 on SP 217622	"Area 338" on Plan A in Annexure B	Car Park/Storage
Lot 339 on SP 217622	"Area 339" on Plan A in Annexure B	Car Park/Storage
Lot 340 on SP 217622	"Area 340" on Plan A in Annexure B	Car Park/Storage
Lot 341 on SP 217622	"Area 341" on Plan A in Annexure B	Car Park
Lot 342 on SP 217622	"Area 342" on Plan A in Annexure B	Car Park
Lot 343 on SP 217622	"Area 343" on Plan A in Annexure B "Area 343" on Plan B in Annexure B	Car Park Car Park
Lot 344 on SP 217622	"Area 344" on Plan A in Annexure B "Area 344" on Plan B in Annexure B	Car Park/Storage Car Park
Lot 345 on SP 217622	"Area 345" on Plan A in Annexure B "Area 345" on Plan B in Annexure B	Car Park/Storage Car Park
Lot 346 on SP 217622	"Area 346" on Plan A in Annexure B "Area 346" on Plan B in Annexure B	Car Park/Storage Car Park
Lot 347 on SP 217622	"Area 347" on Plan A in Annexure B "Area 347" on Plan B in Annexure B	Car Park/Storage Car Park
Lot 348 on SP 217622	"Areas 348" on Plan A in Annexure B "Area 348" on Plan B in Annexure B	Car Park/Storage Car Park
Lot 349 on SP 217622	"Area 349" on Plan A in Annexure B	Car Park/Storage
Lot 350 on SP 217622	"Area 350" on Plan A in Annexure B	Car Park/Storage
Lot 351 on SP 217622	"Area 351" on Plan A in Annexure B	Car Park/Storage

SERVICE LOCATION DIAGRAM  
'ANNEXURE A'  
EDGEWATER LAKE KAWANA

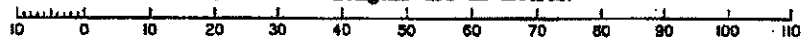
PLAN C

Sheet 27 of 36

- COMMUNICATIONS**  
 T — COMMUNICATION CABLE
- ELECTRICITY**  
 — ELECTRICITY O/H  
 E — ELECTRICITY U/G
- GAS**  
 G — GAS VALVE  
 — GAS MAIN
- SEWERAGE**  
 S — SEWER MANHOLE  
 RM — RISING MAIN  
 S — SEWER MAIN
- STORMWATER**  
 S — STORMWATER M/H  
 T — GULLY TRAP  
 SW — STORMWATER LINE
- WATER**  
 A — AIR VALVE  
 S — SCOUR VALVE  
 S — STOP VALVE  
 M — WATER METER  
 H — WATER HYDRANT  
 W — WATER MAIN



Scale 1:750 - Lengths are in Metres.



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 ACN 100 544 144

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 Email: info@definium.com

78 Centre Street, Mackay  
 Tel: (07) 4897 9633  
 Fax: (07) 4897 7844  
 Email: info@mackaydefinium.com

PRIOR TO ANY DEMOLITION, EXCAVATION OR CONSTRUCTION ON THE SITE, THE RELEVANT AUTHORITY SHOULD BE CONTACTED FOR POSSIBLE LOCATION OF FURTHER UNDERGROUND SERVICES AND DETAILED LOCATION OF ALL SERVICES.

CMS Number:	
Edgewater Lake Kawana Community Titles Scheme	
<b>SERVICES LOCATION DIAGRAM</b>	
Scale AS SHOWN	SHEET 1 of 1
FORMAT SKETCH PLAN	DRAWING NUMBER
COMPUTER FILE: 11448-SLD.dwg	<b>11448-SL-01 D</b>
DATE: 20/07/2012	REV.

EXCLUSIVE USE PLAN  
'ANNEXURE B'

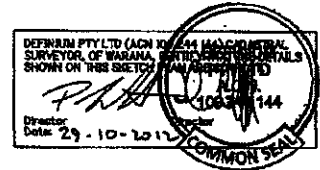
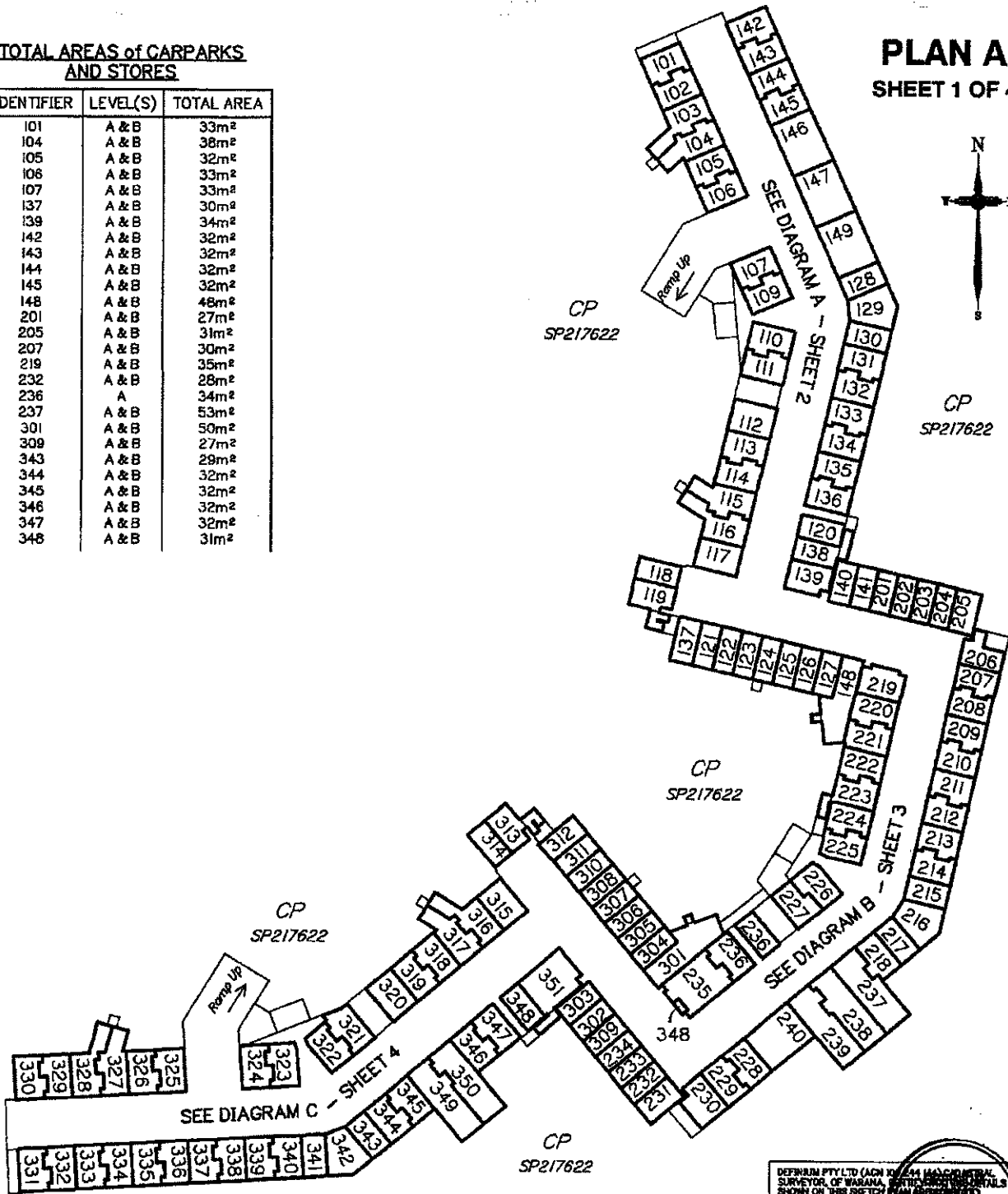
Sheet 28 of 36

Edgewater Lake Kawana Community Titles Scheme

TOTAL AREAS of CARPARKS AND STORES

IDENTIFIER	LEVEL(S)	TOTAL AREA
101	A & B	33m <sup>2</sup>
104	A & B	38m <sup>2</sup>
105	A & B	32m <sup>2</sup>
106	A & B	33m <sup>2</sup>
107	A & B	33m <sup>2</sup>
137	A & B	30m <sup>2</sup>
139	A & B	34m <sup>2</sup>
142	A & B	32m <sup>2</sup>
143	A & B	32m <sup>2</sup>
144	A & B	32m <sup>2</sup>
145	A & B	32m <sup>2</sup>
148	A & B	48m <sup>2</sup>
201	A & B	27m <sup>2</sup>
205	A & B	31m <sup>2</sup>
207	A & B	30m <sup>2</sup>
219	A & B	35m <sup>2</sup>
232	A & B	28m <sup>2</sup>
236	A	34m <sup>2</sup>
237	A & B	53m <sup>2</sup>
301	A & B	50m <sup>2</sup>
309	A & B	27m <sup>2</sup>
343	A & B	29m <sup>2</sup>
344	A & B	32m <sup>2</sup>
345	A & B	32m <sup>2</sup>
346	A & B	32m <sup>2</sup>
347	A & B	32m <sup>2</sup>
348	A & B	31m <sup>2</sup>

PLAN A  
SHEET 1 OF 4



Scale 1:500 - Lengths are in Metres.



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Email: mail@definium.com Email: mackay@definium.com

**Plan of Exclusive Use Areas  
in Common Property on Level A of SP217622**  
CMS Number: 43881  
CMS Name: Edgewater Lake Kawana  
Locality: BIRTINYA Map Ref: 9544-43222  
PARISH: BRIBIE COUNTY: Canning  
Mortgage: SP217622 Local Authority: SUNSHINE COAST REGIONAL COUNCIL F/A/c: NO

Scale: AS SHOWN  
Format: Exclusive Use Plan  
This plan has been prepared for Edgewater Lake Kawana Community Titles Scheme for exclusive use purposes only and should not be used for any other purposes.  
Plan No. 11448-EU-101 Rev N

2012/20/20 11 Definium (Edgewater Lake Kawana) 11448 Exclusive Use Plan (Survey Plans) 11448 EU.dwg

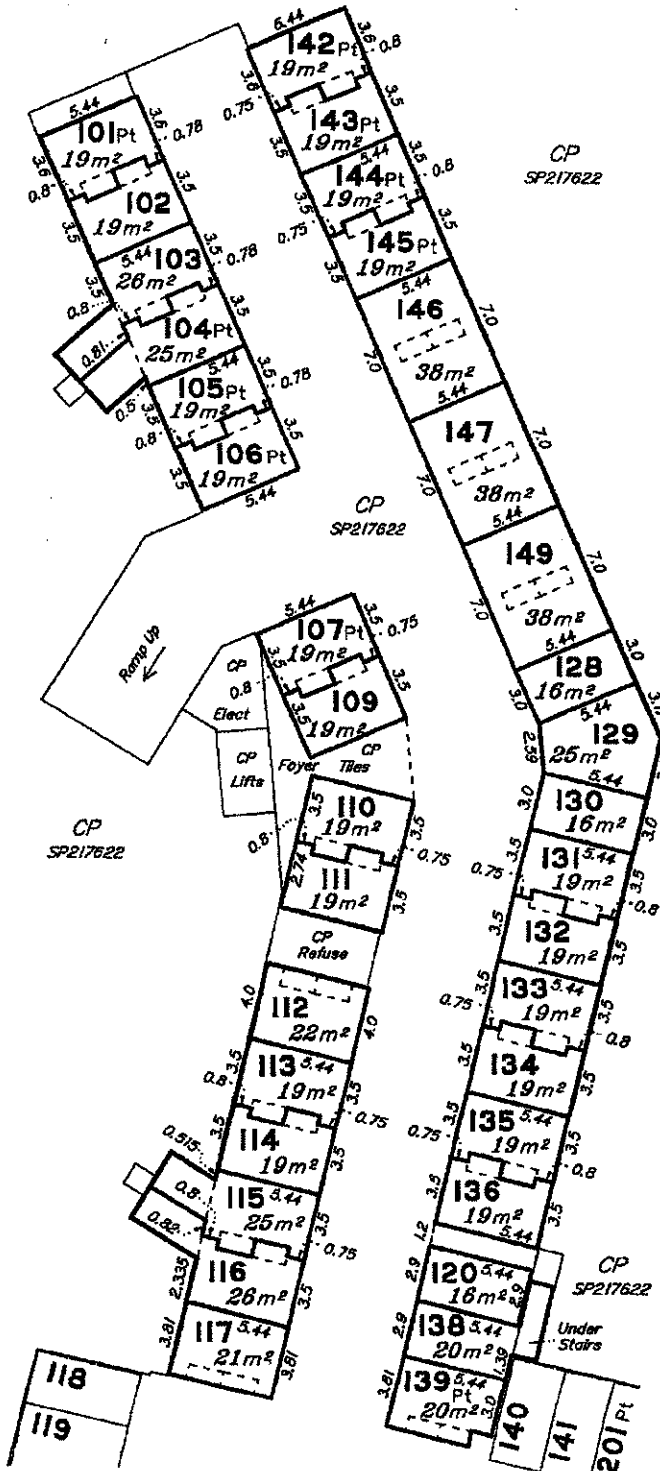
EXCLUSIVE USE PLAN

Edgewater Lake Kawana Community Titles Scheme

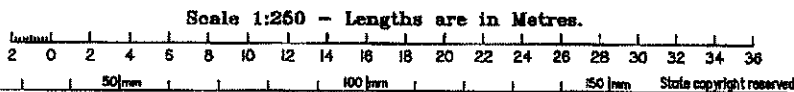
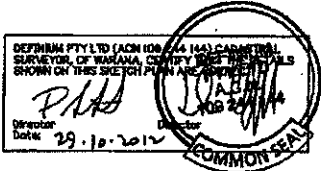
Sheet 29 of 36

**DIAGRAM A**  
Scale 1:250

**PLAN A**  
SHEET 2 OF 4



Note:  
Exclusive Use Areas bounded by internal face of external walls, structural columns, storage area partitions, edge of lift foyer floor tiles and dimensions.



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Fax: (07) 5437 8844 Fax: (07) 4957 7844  
Email: mail@definium.com Email: mackay@definium.com

**Plan of Exclusive Use Areas in Common Property on Level A of SP217622**  
CMS Number: 43081  
CMS Name: Edgewater Lake Kawana  
Locality: BIRTINYA Map Ref: 9544-43222  
PARISH: BRIBIE COUNTY: Canning  
Meridian: SP217622 Local Authority: SUNSHINE COAST REGIONAL COUNCIL F/N: NO

Scale: AS SHOWN  
Format: Exclusive Use Plan  
This plan has been prepared for Edgewater Lake Kawana Community Titles Scheme for exclusive use purposes only and should not be used for any other purposes.  
Plan No. 11448-EU-101 Rev N

2012/02/29 Mr. [Name] [Address] [City] [State] [Postcode] [Phone] [Fax] [Email]

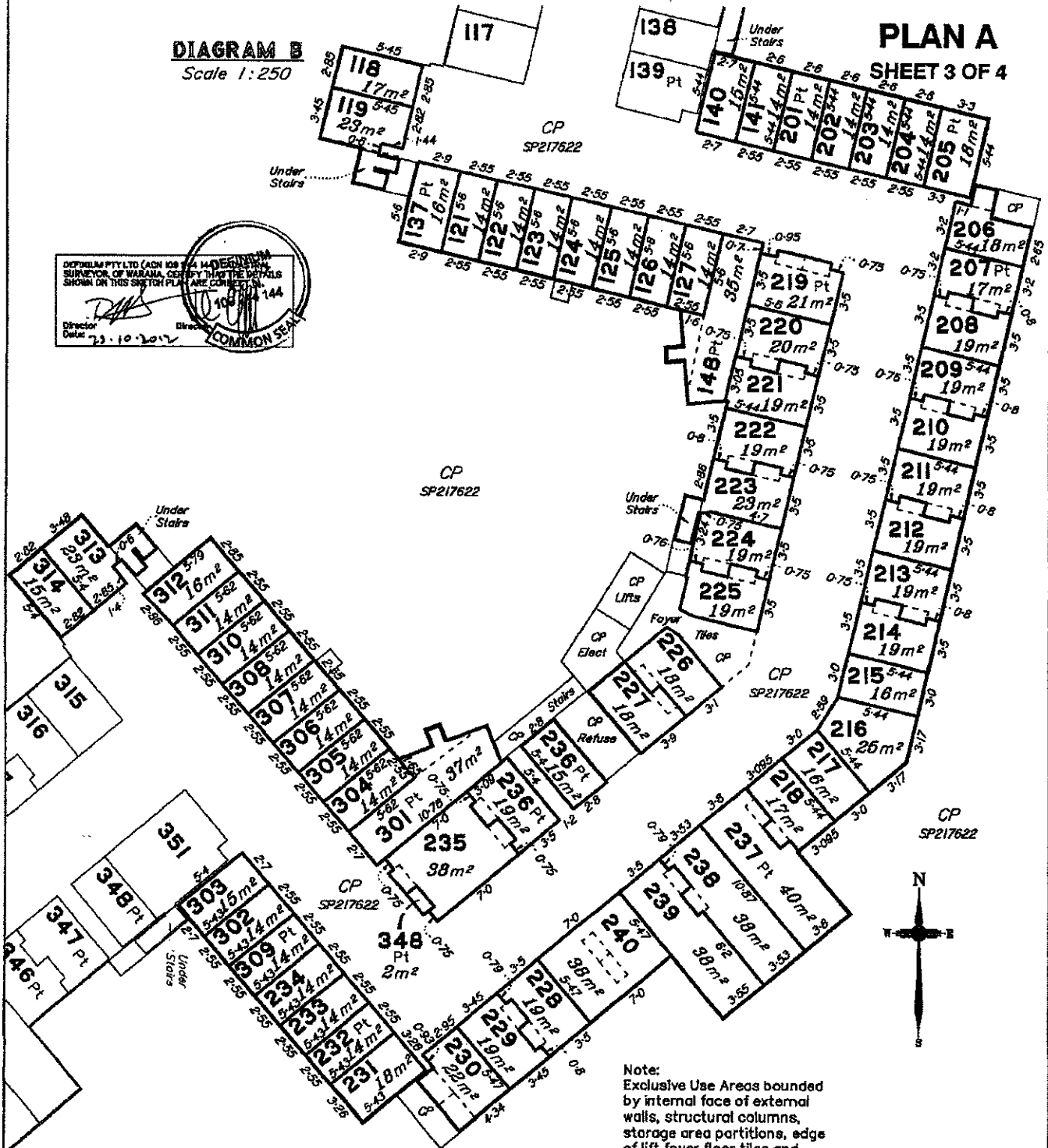
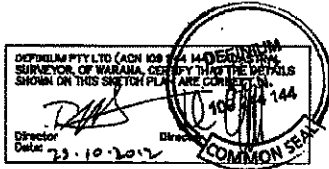
EXCLUSIVE USE PLAN

Edgewater Lake Kawana Community Titles Scheme

Sheet of 30 36

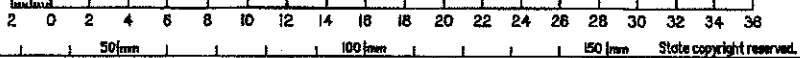
**DIAGRAM B**  
Scale 1:250

**PLAN A**  
SHEET 3 OF 4



Note:  
Exclusive Use Areas bounded by internal face of external walls, structural columns, storage area partitions, edge of lift foyer floor tiles and dimensions.

Scale 1:250 - Lengths are in Metres.



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Fax: (07) 5437 8844 Fax: (07) 4857 7844  
Email: mail@definium.com Email: mackay@definium.com

<b>Plan of Exclusive Use Areas In Common Property on Level A of SP217622</b>	
CMS Number: 43881 CMS Name: Edgewater Lake Kawana	
Locality: BIRTINYA	Map Ref: 9544-43222
PARISH: BRIBIE	COUNTY: Canning
Meridian: SP217622	Local Authority: SUNSHINE COAST REGIONAL COUNCIL

Scale: AS SHOWN
Format: Exclusive Use Plan
This plan has been prepared for Edgewater Lake Kawana Community Titles Scheme for exclusive use purposes only and should not be used for any other purposes.
Plan No. 11448-EU-101
Rev N

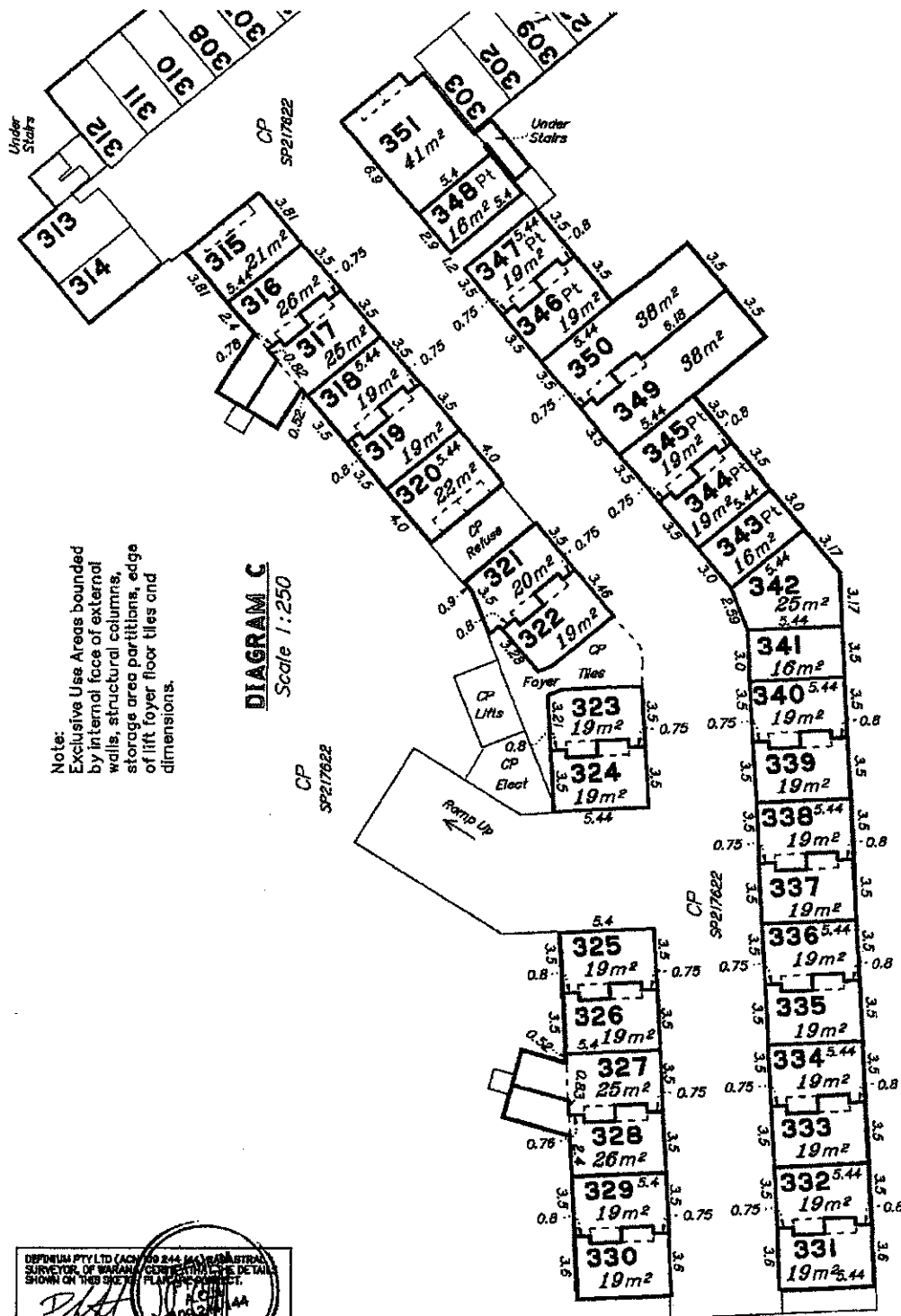
23/10/2017 11:44:00 AM DEFINIUM PTY LTD (ACN 108 244 144) Address: Premier Pkwy-LGA (Data Survey) (Drawing) (Survey Plans) (11448 EU) Only

EXCLUSIVE USE PLAN

Sheet 31 of 36

Edgewater Community Lake Kawana Titles Scheme

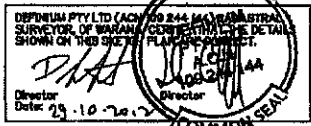
PLAN A  
SHEET 4 OF 4



Note:  
Exclusive Use Areas bounded by internal face of external walls, structural columns, storage area partitions, edge of lift foyer floor tiles and dimensions.

DIAGRAM C  
Scale 1:250

Scale 1:250 - Lengths are in Metres.



<p>survey   plan   develop</p> <p>SUNSHINE COAST PO Box 1073, Buddina QLD 4575</p> <p>CENTRAL QUEENSLAND PO Box 130, Mackay QLD 4740</p> <p>definium Pty Ltd ACN 109 244 144</p> <p>26 Premier Circuit, Warana P/c (07) 5437 8833 78 Corlye Street, Mackay P/c (07) 4957 5533 Fax: (07) 5437 8844 Fax: (07) 4957 7844 Email: mo@definium.com Email: mackay@definium.com</p>	<p><b>Plan of Exclusive Use Areas in Common Property on Level A of SP217622</b></p> <p>CMS Number: 43 BB1 CMS Name: Edgewater Lake Kawana</p>		<p>Scale: <b>AS SHOWN</b></p> <p>Format: <b>Exclusive Use Plan</b></p> <p>This plan has been prepared for Edgewater Lake Kawana Community Titles Scheme for exclusive use purposes only and should not be used for any other purposes.</p>
	<p>Locality: <b>BIRTINYA</b></p> <p>PARISH: <b>BRIBIE</b></p> <p>Meridian: <b>SP217622</b></p>	<p>Map Ref: <b>9544-43222</b></p> <p>COUNTY: <b>Canning</b></p> <p>Local Authority: <b>SUNSHINE COAST REGIONAL COUNCIL</b></p>	<p>Plan No. <b>11448-EU 101</b></p> <p>Rev <b>N</b></p>

2017/07/28 11:58:11 AM Definium Lakes Common | 11448 Address Header P/c | 11448 Survey | 11448 Survey Plans | 11448 ECU.dwg



EXCLUSIVE USE PLAN

Sheet 32 of 36

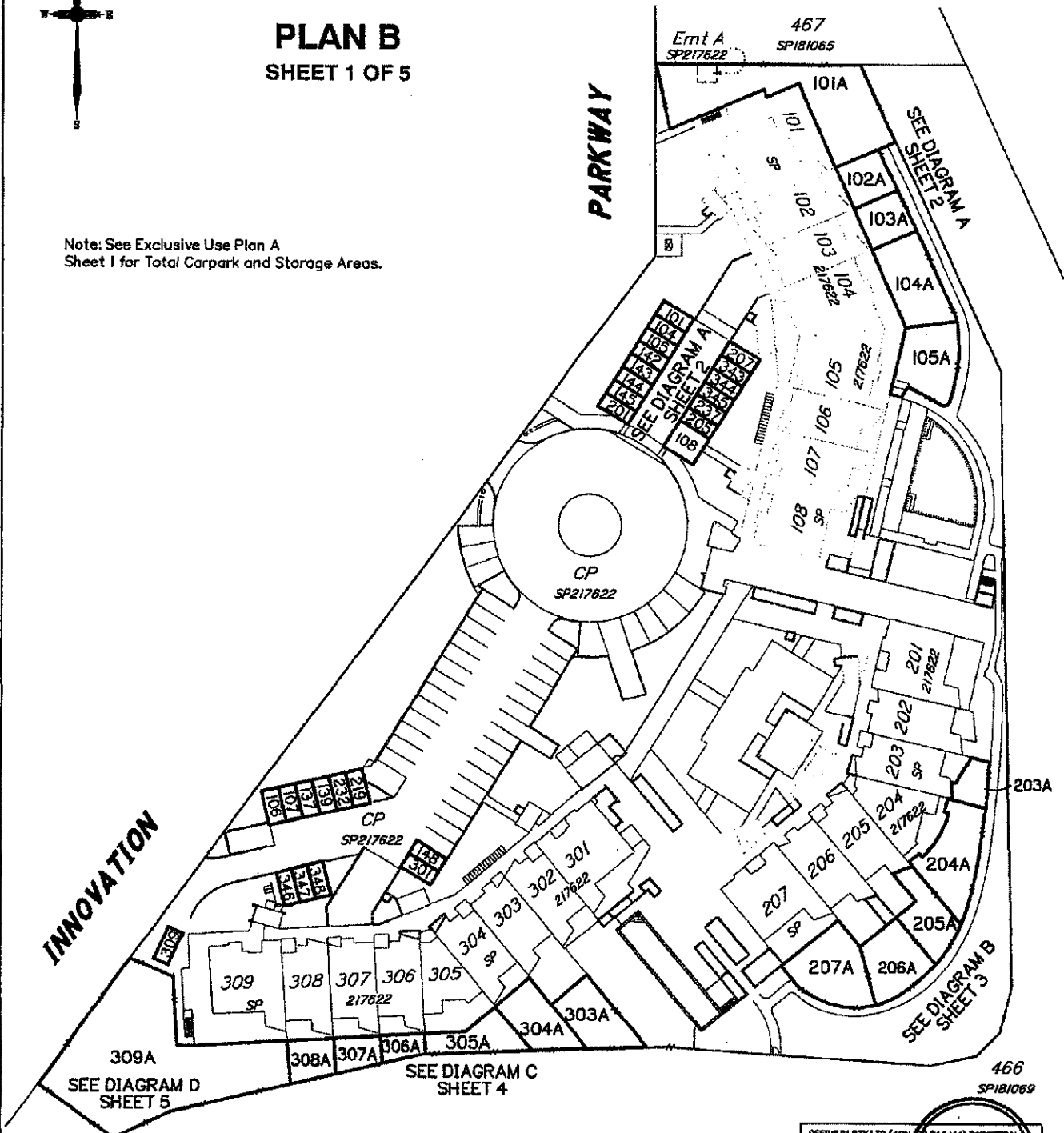
Edgewater Lake Kawana Community Titles Scheme

PLAN B

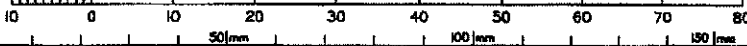
SHEET 1 OF 5



Note: See Exclusive Use Plan A  
Sheet 1 for Total Carpark and Storage Areas.



Scale 1:600 - Lengths are in Metres.



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DEFINIUM PTY LTD (ACN 109 244 100) SURVEYOR  
 SURVEYOR OF WISCONSIN  
 SHOWN ON THIS SKETCH PLAN AND THE DETAILS  
 THEREON ARE THE PROPERTY OF DEFINIUM PTY LTD  
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 Director  
 Date: 29.10.2012 COMMON SEAL

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 Email: mack@definium.com Email: mackey@definium.com

**Plan of Exclusive Use Areas  
 in Common Property on Level B of SP217622**  
 CMS Number: 43 881  
 CMS Name: Edgewater Lake Kawana  
 Locality: BIRTINYA Map Ref: 9544-43222  
 PARISH: BRIBIE COUNTY: Canning  
 Meridian: SP217622 Local Authority: SUNSHINE COAST REGIONAL COUNCIL F/N: NO

Scale: AS SHOWN  
 Format: Exclusive Use Plan  
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 Plan No. 11448-EU-102 Rev N

2002/07/00 DE: Definium Labels Curves (11648 Address Trees) Pty Ltd (Data Survey) (Meridians) (Survey) (Plan) (11648) (EU) (EU)

EXCLUSIVE USE PLAN

Sheet of  
33 36

Edgewater Lake Kawana Community Titles Scheme

**DIAGRAM A** 467  
Scale 1:250 SP181065

**PLAN B**  
SHEET 2 OF 5



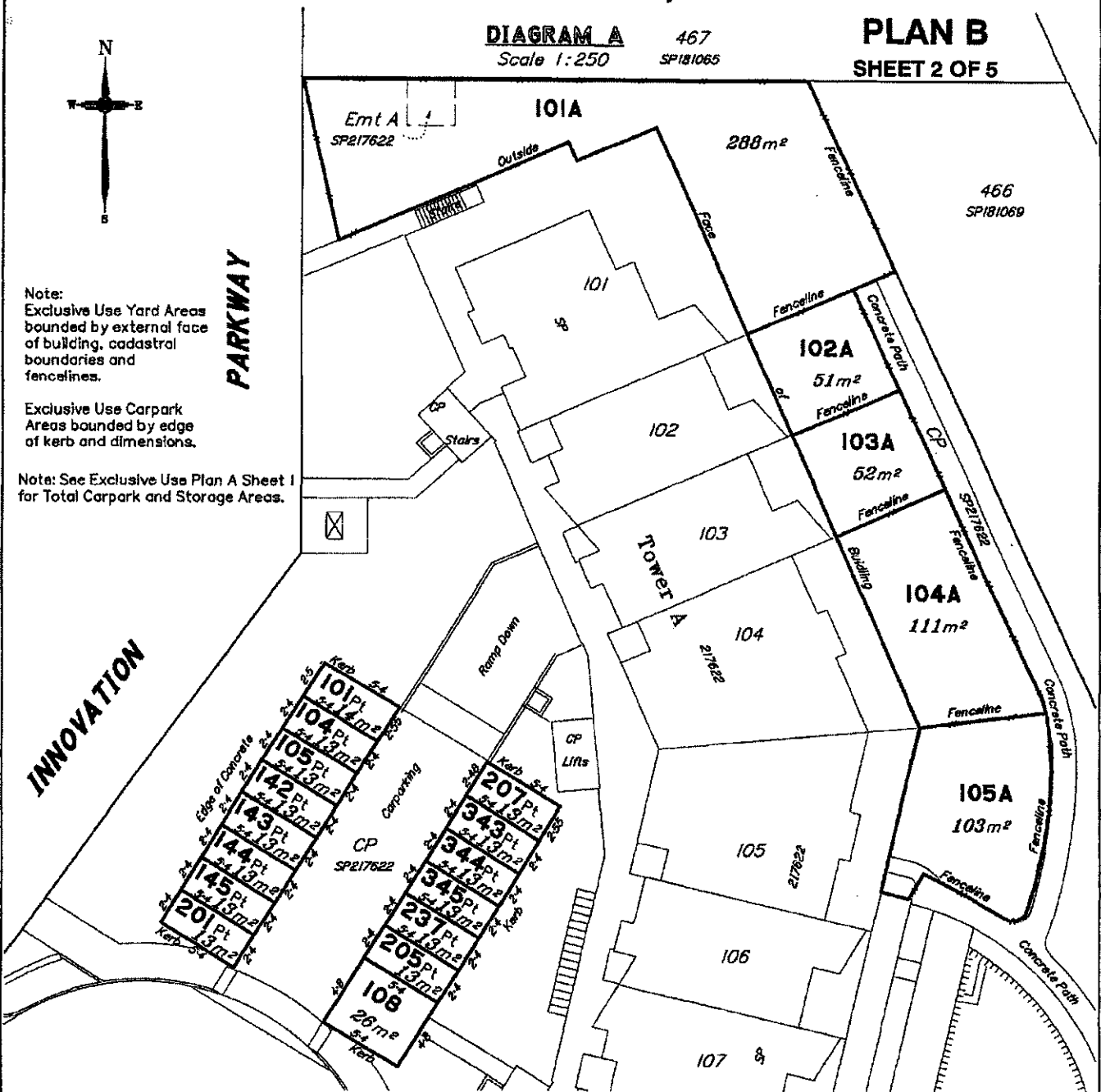
Note:  
Exclusive Use Yard Areas  
bounded by external face  
of building, cadastral  
boundaries and  
fencelines.

Exclusive Use Carpark  
Areas bounded by edge  
of kerb and dimensions.

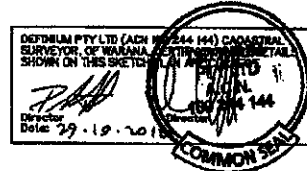
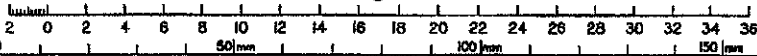
Note: See Exclusive Use Plan A Sheet 1  
for Total Carpark and Storage Areas.

PARKWAY

INNOVATION



Scale 1:250 - Lengths are in Metres.



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Fax: (07) 5437 8844 Fax: (07) 4857 7844  
Email: mackay@definium.com Email: mackay@definium.com

**Plan of Exclusive Use Areas  
in Common Property on Level B of SP217622**

CMS Number: 43 881  
CMS Name: Edgewater Lake Kawana

Locality: BIRTINYA Map Ref: 9544-43222

PARISH: BRIBIE COUNTY: Canning

Meridian: SP217622 Local Authority: SUNSHINE COAST REGIONAL COUNCIL F/N's: NO

Scale: AS SHOWN

Format: Exclusive Use Plan

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Edgewater Lake Kawana  
Community Titles Scheme for  
exclusive use purposes only and  
should not be used for any other  
purpose.

Plan No.  
**11448-EU-102**

Rev  
**N**

2012/10/30 At: Queensland Titles Transfer Office (Queensland Titles Office) (Queensland Titles Office) (Queensland Titles Office)

EXCLUSIVE USE PLAN

Sheet of  
34 36

Edgewater Lake Kawana Community Titles Scheme

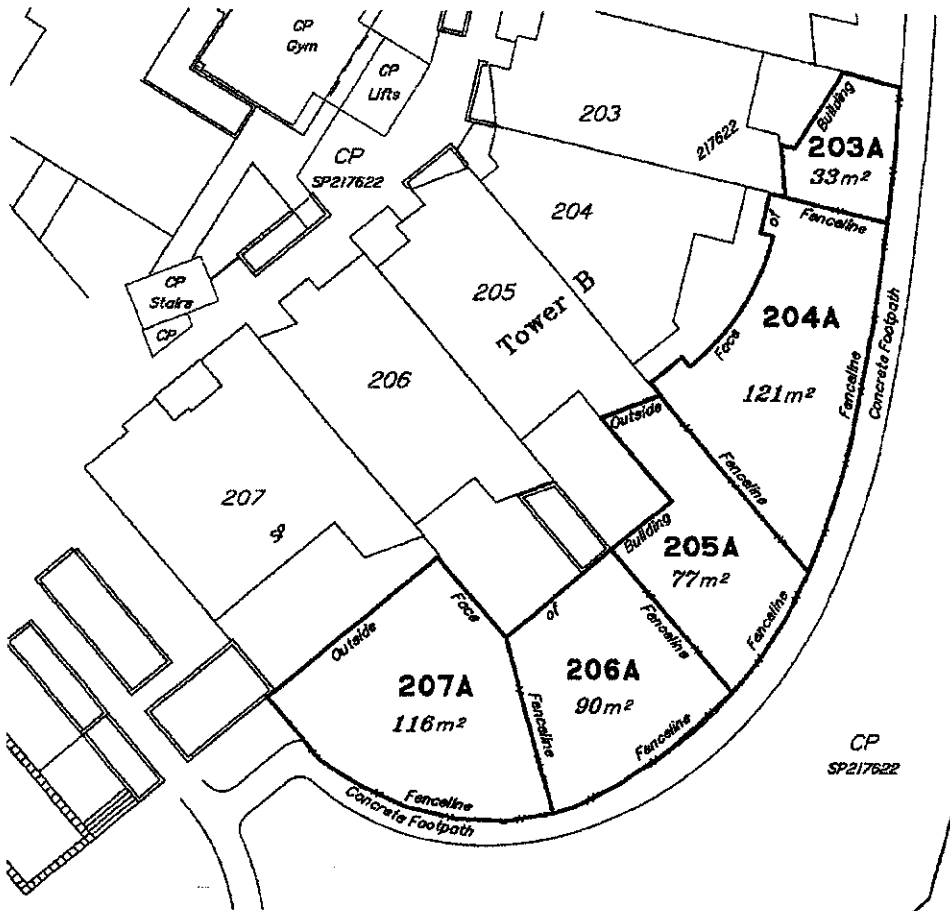
PLAN B  
SHEET 3 OF 5

Note:  
Exclusive Use Yard Areas bounded by  
external face of building, cadastral  
boundaries and fencelines.



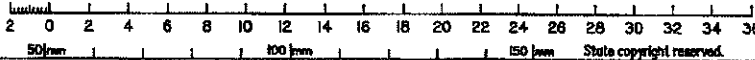
Note: See Exclusive Use Plan A  
Sheet 1 for Total Carpark and Storage Areas.

DIAGRAM B  
Scale 1:250



DEFINIUM PTY LTD (ACN 155 244 144) CADASTRAL  
SURVEYORS OF AUSTRALIA  
SHOWING ON THIS PLAN THE EXCLUSIVE USE AREAS  
AS SHOWN ON THIS PLAN  
Director  
Date: 23.10.2010  
COMMON SEAL

Scale 1:250 - Lengths are in Metres.



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CENTRAL QUEENSLAND  
PO Box 130, Mackay QLD 4740

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78 Carlyle Street, Mackay Ph: (07) 4957 8833  
Fax: (07) 5437 8844 Fax: (07) 4657 7844  
Email: mail@definium.com Email: mackay@definium.com

Plan of Exclusive Use Areas  
In Common Property on Level B of SP217622

CMS Number: 43 831  
CMS Name: Edgewater Lake Kawana

Locality: BIRTINYA Map Ref: 9544-43222

PARISH: BRIBIE COUNTY: Canning

Meridian: SP217622 Local Authority: SUNSHINE COAST REGIONAL COUNCIL F/N: NO

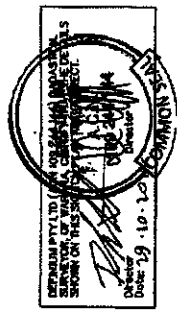
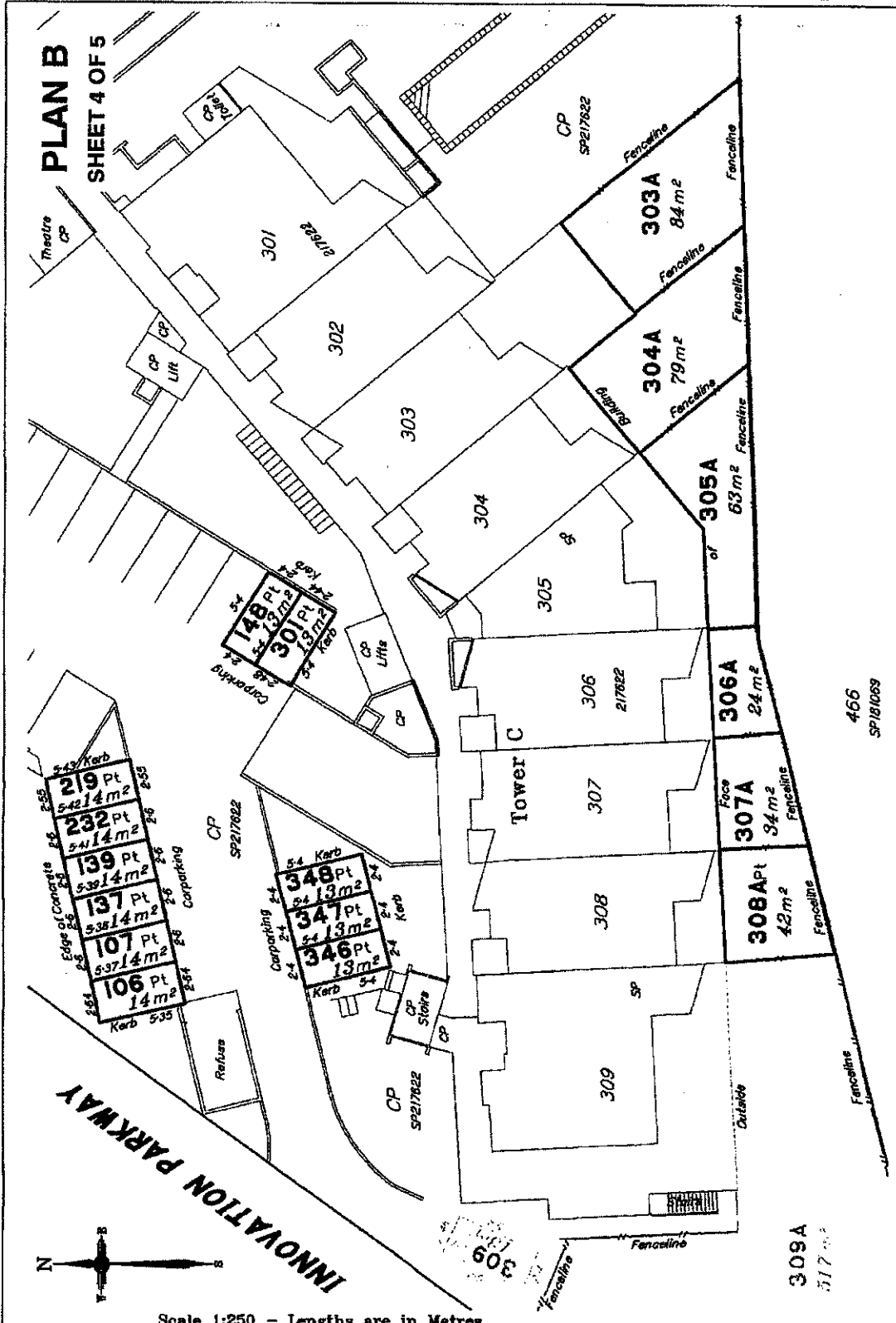
Scale: AS SHOWN

Format: Exclusive Use Plan

This plan has been prepared for  
Edgewater Lake Kawana  
Community Titles Scheme for  
exclusive use purposes only and  
should not be used for any other  
purposes.

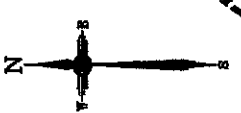
Plan No. 11448-EU-102 Rev N

**PLAN B**  
SHEET 4 OF 5

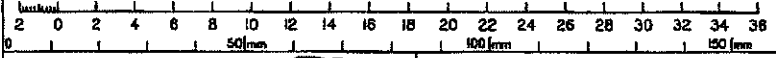


**DIAGRAM C**  
Scale 1:250  
**EXCLUSIVE USE PLAN**  
**Edgewater Lake Kawana**  
**Community Titles Scheme**

**Notes:**  
Exclusive Use Yard Areas bounded by external face of building, cadastral boundaries and fencelines.  
Exclusive Use Carpark Areas bounded by edge of kerb and dimensions.  
Note: See Exclusive Use Plan A  
Sheet 1 for Total Carpark and Storage Areas.



Scale 1:250 - Lengths are in Metres.



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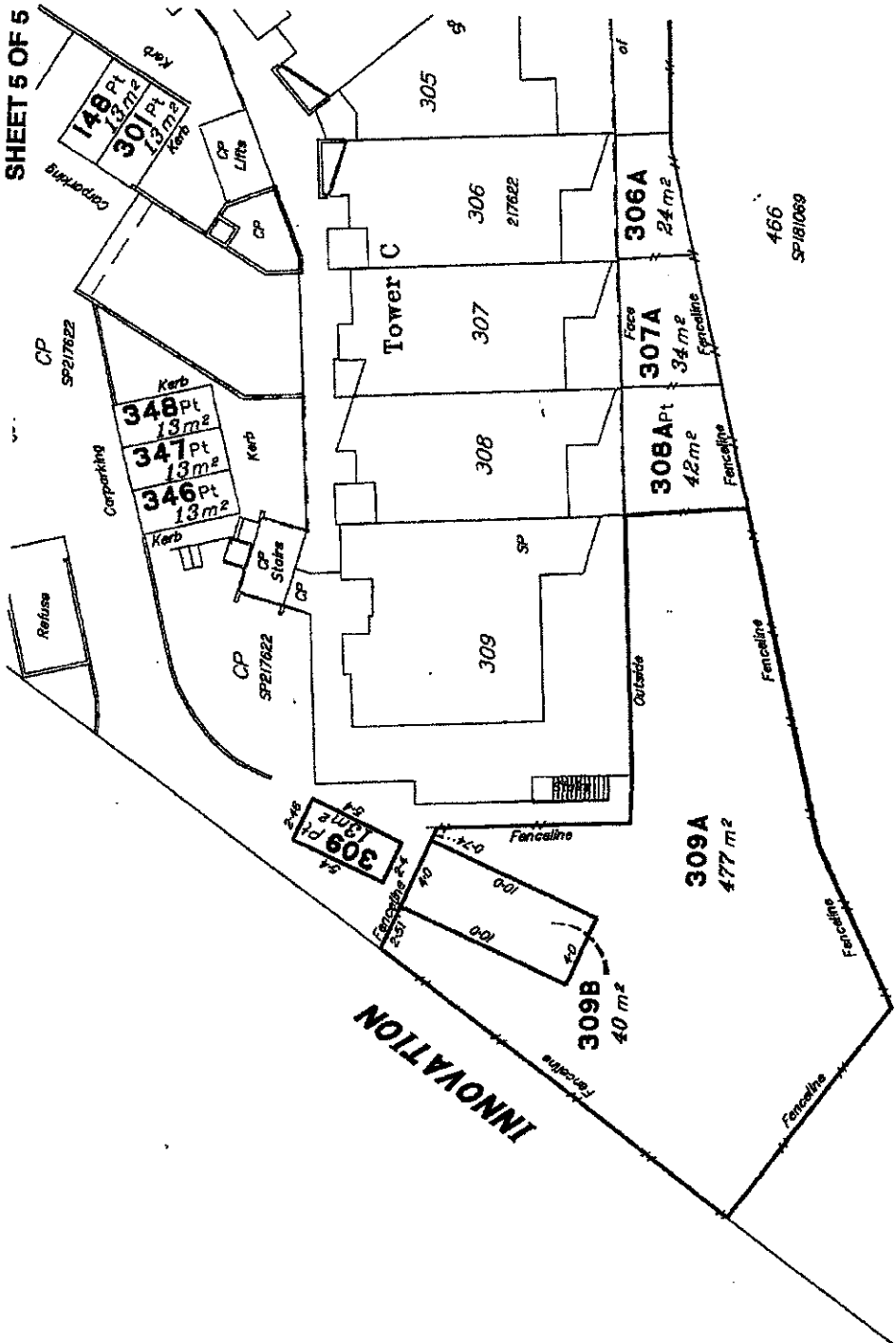
**Plan of Exclusive Use Areas**  
**in Common Property on Level B of SP217622**

CMS Number: 43881		CMS Name: Edgewater Lake Kawana	
Locality: BIRTINYA		Map Ref: 9544-43222	
PARISH: BRIBIE		COUNTY: Canning	
Meridian: SP217622	Local Authority: SUNSHINE COAST REGIONAL COUNCIL	F/N: NO	

Scale: AS SHOWN  
Format: Exclusive Use Plan  
This plan has been prepared for Edgewater Lake Kawana Community Titles Scheme for exclusive use purposes only and should not be used for any other purposes.  
Plan No. 11448-EU 102  
Rev N

**PLAN B**  
**SHEET 5 OF 5**

Sheet 5 of 5



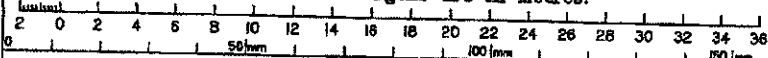
Note: See Exclusive Use Plan A Sheet 1 for Total Carpark and Storage Areas.  
Note: Exclusive Use Yard Areas bounded by external face of building, cadastral boundaries, dimensions and fence/lines. Exclusive Use Carpark Areas bounded by edge of kerb and dimensions.

**DIAGRAM D**  
Scale 1:250

**EXCLUSIVE USE PLAN**  
**Edgewater Lake Kawana**  
**Community Tiles Scheme**



Scale 1:250 - Lengths are in Metres.



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**Plan of Exclusive Use Areas**  
**In Common Property on Level B of SP217622**

CMS Number:		Map Ref: 9544-43222	
CMS Name: Edgewater Lake Kawana		COUNTY: Canning	
Locality: BIRTINYA	Local Authority: SUNSHINE COAST REGIONAL COUNCIL		
PARISH: BRIBIE	F/N <sup>o</sup> : NO		
Meridian: SP217622			

Scale:	AS SHOWN
Format:	Exclusive Use Plan
This plan has been prepared for Edgewater Lake Kawana Community Tiles Scheme for exclusive use purposes only and should not be used for any other purpose.	
Plan No.	Rev
11448-EU-102	O

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