

QUEENSLAND TITLES REGISTRY
Land Title Act 1994, Land Act 1994 and Water Act 2000

GENERAL REQUEST

FORM 14 Version 4
Page 1 of 1

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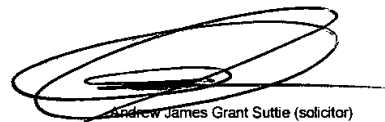
Duty Imprint

OFFICE USE ONLY

Form is authorised by legislation and is
the records. For more information see
the Department's website.

- | | | |
|--|--|------------------------------|
| 1. Nature of request
Request to record New Community Management
Statement for View Point at Twin Waters Community
Titles Scheme 33170 | Lodger (Name, address, email & phone number)
Inside Out Legal Services
For: Stratify Legal
PO Box 2050, Noosa Heads QLD 4567
T: 0411485112
E: andrew@stratifylegal.com.au
Ref: 2300391 | Lodger Code
BE3268 |
| 2. Lot on Plan Description
Common Property of View Point at Twin Waters Community Titles Scheme 33170 | Title Reference
50522336 | |
| 3. Registered Proprietor/State Lessee
Body Corporate for View Point at Twin Waters Community Titles Scheme 33170 | | |
| 4. Interest
Fee Simple | | |
| 5. Applicant
Body Corporate for View Point at Twin Waters Community Titles Scheme 33170 | | |
| 6. Request
I hereby request that the new CMS deposited herewith which amends Schedule C of the existing CMS be recorded as the CMS for View Point at Twin Waters Community Titles Scheme | | |
| 7. Execution by applicant | | |

28/1/2024
Execution Date



Andrew James Grant Suttie (solicitor)

name

Applicant Solicitor's Signature

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

33170

REGISTRY

Community Management Act 1997

NEW COMMUNITY MANAGEMENT STATEMENT

CMS Version 3

Page 1 of 38

THIS STATEMENT MUST BE LODGED TOGETHER WITH A FORM 14 GENERAL REQUEST AND IN THE CASE OF A NEW STATEMENT MUST BE LODGED WITHIN THREE (3) MONTHS OF THE DATE OF CONSENT BY THE BODY CORPORATE

Office use only

CMS LABEL NUMBER

This statement incorporates and must include the following:

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

1. Name of community titles scheme

View Point at Twin Waters Community Titles Scheme
33170

2. Regulation module

Accommodation

3. Name of body corporate

Body Corporate for View Point at Twin Waters Community Titles Scheme 33170

4. Scheme land

Lot on Plan Description

Title

Reference

See Enlarged Panel

5. #Name and address of original owner

Not applicable

6. Reference to plan lodged with this statement

Not applicable

first community management statement only

7. Local Government community management statement notation

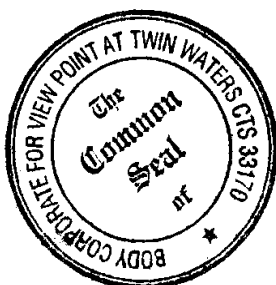
Not required pursuant to section 60(6) of the Body Corporate and Community Management Act 1997

.....signed

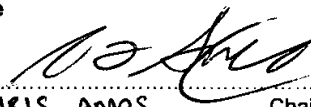
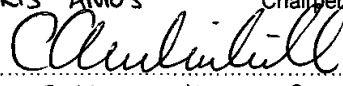
.....name and designation

..... name of Local Government

8. Execution by original owner/Consent of body corporate



22/01/2024
Execution Date


CHRIS AMOS Chairperson/Secretary

CHRISTINE MULVIHILL Committee Member

***Execution**

*Original owner to execute for a first community management statement

*Body corporate to execute for a new community management statement

Privacy Statement

The information from this form is collected under the authority of the Body Corporate and Community Management Act 1997 and is used for the purpose of maintaining the publicly searchable registers in the land registry.

Title Reference [50522336]

4. Scheme Land

Description of Lot	Title Reference
Common Property of View Point at Twin Waters Community Titles Scheme	50522336
Lot 1 on SP 152926	50522337
Lot 2 on SP 152926	50522338
Lot 3 on SP 152926	50522339
Lot 4 on SP 152926	50522340
Lot 5 on SP 152926	50522341
Lot 6 on SP 152926	50522342
Lot 7 on SP 152926	50522343
Lot 8 on SP 152926	50522344
Lot 9 on SP 152926	50522345
Lot 10 on SP 152926	50522346
Lot 11 on SP 152926	50522347
Lot 12 on SP 152926	50522348
Lot 13 on SP 152926	50522349
Lot 14 on SP 152926	50522350
Lot 15 on SP 152926	50522351
Lot 16 on SP 152926	50522352
Lot 17 on SP 152926	50522353
Lot 18 on SP 152926	50522354
Lot 19 on SP 152926	50522355
Lot 20 on SP 152926	50522356
Lot 21 on SP 152926	50522357
Lot 22 on SP 152926	50522358
Lot 23 on SP 152926	50522359
Lot 24 on SP 152926	50522360
Lot 25 on SP 152926	50522361
Lot 26 on SP 152926	50522362
Lot 27 on SP 152930	50522499
Lot 28 on SP 152930	50522500
Lot 29 on SP 152930	50522501
Lot 30 on SP 152930	50522502
Lot 31 on SP 152930	50522503
Lot 32 on SP 152930	50522504
Lot 33 on SP 152930	50522505
Lot 34 on SP 152930	50522506
Lot 35 on SP 152930	50522507
Lot 36 on SP 152930	50522508
Lot 37 on SP 152930	50522509
Lot 38 on SP 152930	50522510
Lot 39 on SP 152930	50522511
Lot 40 on SP 152930	50522512
Lot 41 on SP 152930	50522513

Title Reference [50522336]

Lot 42 on SP 152930	50522514
Lot 43 on SP 152930	50522515
Lot 44 on SP 152930	50522336
Lot 45 on SP 152930	50522337
Lot 46 on SP 152930	50522338
Lot 47 on SP 152930	50522339
Lot 48 on SP 152930	50522340
Lot 49 on SP 152930	50522341
Lot 50 on SP 152930	50522342
Lot 51 on SP 152930	50522343

Title Reference [50522336]

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 1 on SP 152926	85	451
Lot 2 on SP 152926	85	352
Lot 3 on SP 152926	85	468
Lot 4 on SP 152926	85	506
Lot 5 on SP 152926	85	374
Lot 6 on SP 152926	85	517
Lot 7 on SP 152926	85	550
Lot 8 on SP 152926	85	396
Lot 9 on SP 152926	85	550
Lot 10 on SP 152926	85	534
Lot 11 on SP 152926	85	402
Lot 12 on SP 152926	85	545
Lot 13 on SP 152926	85	534
Lot 14 on SP 152926	85	407
Lot 15 on SP 152926	85	545
Lot 16 on SP 152926	85	567
Lot 17 on SP 152926	85	435
Lot 18 on SP 152926	85	600
Lot 19 on SP 152926	100	451
Lot 20 on SP 152926	100	451
Lot 21 on SP 152926	100	451
Lot 22 on SP 152926	100	451
Lot 23 on SP 152926	100	451
Lot 24 on SP 152926	100	451
Lot 25 on SP 152926	100	473
Lot 26 on SP 152926	100	473
Lot 27 on SP 152930	100	451
Lot 28 on SP 152930	100	451
Lot 29 on SP 152930	100	451
Lot 30 on SP 152930	100	451
Lot 31 on SP 152930	85	550
Lot 32 on SP 152930	85	435
Lot 33 on SP 152930	85	418
Lot 34 on SP 152930	85	539
Lot 35 on SP 152930	85	550
Lot 36 on SP 152930	85	435
Lot 37 on SP 152930	85	418
Lot 38 on SP 152930	85	539
Lot 39 on SP 152930	85	605
Lot 40 on SP 152930	85	482

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Lot 41 on SP 152930	85	446
Lot 42 on SP 152930	85	600
Lot 43 on SP 152930	85	528
Lot 44 on SP 152930	85	385
Lot 45 on SP 152930	85	374
Lot 46 on SP 152930	85	528
Lot 47 on SP 152930	85	385
Lot 48 on SP 152930	85	374
Lot 49 on SP 152930	85	567
Lot 50 on SP 152930	85	407
Lot 51 on SP 152930	85	396
TOTAL	4515	24130

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

Not applicable.

SCHEDULE C BY-LAWS

1. Interpretation

In these by-laws, except where inconsistent with the context, the following terms have the following meanings:

Act means the *Body Corporate and Community Management Act 1997* and all regulations thereunder, as amended from time to time;

Body Corporate means the Body Corporate identified in Item 3 of this Community Management Statement;

Buffer Area has the same meaning as that given to it in the Deed;

Building means the building or buildings contained on or within the Scheme Land;

Building Covenant Deed means the building covenant deed between the Body Corporate and the Original Owner entered into on or about the date of the First Extraordinary General Meeting;

Caretaker means a person or corporation who has been engaged or authorised by the Body Corporate to supply management and caretaking services for the benefit of the Common Property or lots included in the Community Titles Scheme;

Committee means the committee of the Body Corporate elected or otherwise appointed from time to time as provided for in the Regulation Module;

Common Property means all land contained in the Community Titles Scheme that is not included in a lot;

Common Property Facilities means any swimming pool, barbecue and other improvements situated on and forming part of the Common Property;

Community Management Statement means the Community Management Statement to which these by-laws are annexed;

Community Titles Scheme means the community titles scheme identified in Item 1 of this Community Management Statement;

Deed means the deed of covenant (Tree Preservation Deed) between the Body Corporate and the Original Owner entered into on or about the date of the First Extraordinary General Meeting;

Lot means a lot in the Community Titles Scheme;

Occupier has the meaning given to that term in the Act;

Title Reference [50522336]

Original Owner means the original owner identified in Item 5 of the first Community Management Statement for the Scheme and includes any successor or assign of any undeveloped lot;

Owner has the meaning given to that term in the Act;

Regulation Module means the regulation module identified in Item 2 of this Community Management Statement;

Scheme Land means the Scheme Land identified in Item 4 of this Community Management Statement and includes, when the context permits or requires, all improvements thereon;

Utility Infrastructure means cables, wires, pipes, sewers, drains, ducts, plant and equipment by which lots or Common Property are supplied with utility services;

Utility Service means;

- (a) water reticulation or supply;
- (b) gas reticulation or supply;
- (c) electricity supply;
- (d) air-conditioning;
- (e) a telephone service;
- (f) a computer data or television service
- (g) a sewer system;
- (h) drainage;
- (i) a system for the removal or disposal of garbage or waste;
- (j) a ventilation or air extraction system; or

another system or service designed to improve the amenity, or enhance the enjoyment, of lots or Common Property.

Vegetation means trees, shrubs and other plants.

2. Vehicles

2.1 Subject to by-law 2.2, an occupier of a lot must not:

- (a) park a vehicle, or allow a vehicle to stand on the Common Property;
- (b) permit an invitee to park a vehicle, or allow a vehicle to stand on the Common Property except in designated visitor car parking areas for casual parking purposes; or
- (c) park or stand any motor vehicle in any areas set aside for visitor parking,

and must ensure that designated visitor car parking areas remain available at all times for the sole use of visitors vehicles and must ensure that invitees use the visitor car parking spaces for casual parking only.

2.2 By-law 2.1 does not apply where an occupier of a lot:

- (a) is expressly authorised to do an act under a by-law made pursuant to the Act; or
- (b) has the Body Corporate's prior written approval and the area of Common Property is designed by the Body Corporate for that purpose.

3. Private Roads and Other Common Property

3.1 The private roadways, pathways, drives and other Common Property and any easement giving access to the Scheme Land shall not be obstructed by any occupier of a lot or used by them for any purpose other than the

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reasonable ingress and egress to and from their respective lots or the parking areas provided.

3.2 An occupier of a lot must not:

- (a) drive or permit to be driven any vehicle in excess of twenty (20) tonnes onto or over the Common Property. This by-law 3.2(a) shall not apply to the Original Owner;
- (b) permit any invitees' vehicles to be parked on the roadway forming part of the Common Property at any time;
- (c) permit any boat, trailer, caravan, campervan or mobile home on the Common Property or on or in any car parking space.

4. Obstruction

An occupier of a lot must not obstruct the lawful use of the Common Property by any person.

5. Damage to Lawns etc. on Common Property

5.1 Without limiting the effect of by-law 40, an occupier of a lot shall not without the Body Corporate's written consent:

- (a) remove or damage any lawn, garden, tree, shrub, plant or flower on the Common Property; or
- (b) use as a garden any part of the Common Property.

6. Damage to Common Property

6.1 An occupier of a lot must not, without the Body Corporate's written approval, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the Common Property.

6.2 An occupier of a lot must not mark damage or deface any Body Corporate asset.

6.3 However, an occupier or person authorised by an Owner may, with the prior approval of the Body Corporate, install a locking or safety device to protect the lot against intruders, or a screen to prevent the entry of animals or insects, if the device or screen is soundly built. The Committee may make a policy regarding the type of screen or device that will be approved including but not limited to style, design and appearance and if it does, the Owner must conform to the specifications set out in that policy. If it does not, before installing a screen or device under this by-law an Owner must comply with the requirements set out in by-law 18.

6.4 An Owner must keep a device installed under by-law 6.3 in good order and repair, and must repair any damage caused to any part of the Common Property by the installation of the structure referred to in by-law 6.3.

7. Leaving Rubbish on Common Property

An occupier of a lot must not leave or throw on the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of any person using the Common Property.

8. Instructions to Contractors

An occupier of a lot must not directly instruct any contractors or workmen employed by the Body Corporate unless authorised to do so.

9. Garbage Disposal

9.1 An occupier of a lot must:

- (a) save where the Body Corporate provides some other means of disposal of garbage, maintain with the lot, or on such part of the Common Property as may be authorised by the Body Corporate, in a clean and dry condition and adequately covered, a receptacle for garbage;
- (b) comply with all local government laws relating to the disposal of garbage;
- (c) ensure that the health, hygiene and comfort of the occupiers of other lots is not adversely affected by the disposal of garbage; and

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- (d) use the recycle bins or receptacles (if any) that may be provided by the Body Corporate and separate, where necessary, any garbage so that full use is made of such bins or receptacles.

10. Appearance of Lot

- 10.1 An occupier of a lot must not, without the Body Corporate's written approval, make a change to the external appearance of the lot. This by-law does not apply to the Original Owner.
- 10.2 An occupier of a lot must not, without the Body Corporate's written approval:
 - (a) hang washing, bedding, or other cloth article if the article is visible from another lot or the Common Property, or from outside the Scheme Land; or
 - (b) display a for sale notice, sign, advertisement, placard, banner, pamphlet or similar article if the sign or article is visible from another lot or the Common Property, or from outside the Scheme Land.
- 10.3 By-law 10.2(b) does not apply to a lot while it remains in the ownership of the Original Owner of the Scheme Land.
- 10.4 If a lot contains a garden balcony or patio the occupier of the lot is responsible for the maintenance of that area and must ensure that all plants are kept in good condition. Any plant growth must not extend beyond the boundaries of any lot or interfere in the use and enjoyment of any other lot. In addition, the garden, balcony and/or patio areas must be maintained to the same standard as the common property and in accordance with any Landscape Code implemented by the Body Corporate.
- 10.5 All lots must be kept clean and free from infestation by vermin and insects.

11. Inflammable Liquids, Gases or Other Materials

- 11.1 An occupier of a lot must not, without the Body Corporate's written approval, store a flammable substance on the Common Property.
- 11.2 An occupier of a lot must not, without the Body Corporate's written approval, store a flammable substance on the lot unless the substance is used or intended for use for domestic purposes.
- 11.3 However, this by-law does not apply to the storage of fuel in:
 - (a) the fuel tank of a vehicle, boat, or internal combustion engine; or
 - (b) a tank kept on a vehicle or boat in which fuel is stored under the requirements of the law regulating the storage of flammable liquid.

12. Keeping of Animals

- 12.1 Subject to the Act an occupier of a lot must not, without the Body Corporate's written approval:
 - (a) bring or keep an animal on the lot or the Common Property; or
 - (b) permit an invitee to bring or keep an animal on the lot or the Common Property.
- 12.2 The occupier of a lot must obtain the Body Corporate's written approval before bringing, or permitting an invitee to bring, an animal onto the lot or the Common Property and must ensure that the animal is quiet at all times, remains on a lead at all times when on Common Property and that all animal excrement is cleaned up.
- 12.3 The Body Corporate must allow an occupier to keep or bring a small dog (10kg or less) onto the lot subject to the right of the Body Corporate to require the occupier to remove the animal in circumstances where the occupier is in breach of this by-law 12 or the animal is otherwise creating a nuisance or annoyance to other occupiers of the Building.
- 12.4 The Body Corporate must consider allowing an occupier of a lot with a fenced outdoor exclusive use area or fenced outdoor area, approval to keep or bring a dog in excess of 10kg onto the lot, subject to the right of the Body Corporate to require the occupier to remove the animal in circumstances where the occupier is in breach of this by-law 12 or the animal is otherwise creating a nuisance or annoyance to other occupiers of the Building.

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- 12.5 In compliance with Local Government requirements, the Body Corporate will not allow an occupier to keep or bring a cat onto the lot.

13. Auction Sales

- 13.1 An occupier of a lot shall not permit any auction sale to be conducted or to take place on the lot or on the Common Property without the prior written consent of the Body Corporate.
- 13.2 This by-law does not apply to the Original Owner.

14. Right of Entry

- 14.1 An occupier, upon receiving reasonable notice from the Body Corporate, shall allow the Body Corporate or the Caretaker or any contractors, workmen or other persons authorised by them, the right of access to the lot for the purpose of carrying out works or effecting repairs to any utility infrastructure.
- 14.2 If in the reasonable opinion of the Body Corporate or the Caretaker there is a matter of sufficient emergency no such notice will be necessary. Such works or repairs shall be at the expense of the occupier of the lot in the case where the need for such works or repairs is due to any act or default of the occupier or their guests, servants or agents. The Body Corporate or the Caretaker in exercising the powers under this by-law shall ensure that its servants, agents and employees cause as little inconvenience to the occupier of the lot as is reasonable in the circumstances.

15. Noise

- 15.1 An occupier of a lot, their guests, servants or agents shall not make or permit any noise likely to interfere in any way with the peaceful enjoyment of other occupiers of lots or of any person using the Common Property. In particular, no occupier of a lot shall hold or permit to be held any social gathering in the lot which would cause any noise which unlawfully interferes with the peace and quietness of any other occupier of a lot, at any time of day or night and shall comply in all respects with any relevant laws.
- 15.2 In the event of any unavoidable noise in a lot at any time, the occupier of a lot shall take all practical means to minimise annoyance to other occupiers of lots by closing all doors, windows and curtains of the lot and also such further steps as may be within his power for the same purpose.
- 15.3 Guests leaving after 11:00pm shall be requested by their hosts to leave quietly. Quietness also shall be observed when an occupier of a lot returns to the lot late at night or during early morning hours.

16. Use of Lots

- 16.1 Subject to any by-law to the contrary, an occupier of a lot shall not use their lot or permit the same to be used otherwise than as a private residence or for short or long term letting, nor for any commercial or business purpose or 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 Scheme Land.
- 16.2 Where a lot includes a designated car parking area, an occupier of that lot shall use the car parking area for car parking purposes and may, with the prior written approval of the Body Corporate, use the area for storage. Where a car parking area is used for storage the area must be kept clean and neat and tidy and free of vermin.
- 16.3 An occupier of a lot shall be liable for any increase in the premium for reinstatement insurance effected by the Body Corporate, which increase is attributable to the way in which a lot (or any associated occupation authority area or exclusive use area) is used by the owner or any occupier.
- 16.4 An occupier of a lot must comply with any provision of the Deed and the Building Covenant Deed.

17. Infectious Diseases

In the event of any infectious diseases which may require notification by virtue of any statute, regulation or ordinance happening in any lot, the occupier of the lot shall give written notice thereof and any other information which may be required relative thereto to the Body Corporate and shall pay to the Body Corporate the expenses incurred by the Body Corporate of disinfecting the lot and any part of the Common Property required to be disinfected and to replace any articles or things the destruction of which may be rendered necessary by such disease.

Title Reference [50522336]

18. Alterations to the Lot

18.1 An occupier of a lot must not, without the written consent of the Body Corporate:

- (a) effect a structural alteration to the interior of the lot; or
- (b) erect any screen, blind, awning or any other structure of any kind to the exterior of the lot or to the Common Property; or
- (c) paint, repaint or carry out work to or alter the exterior of the lot or to the Common Property.

18.2 Before deciding whether to give consent, the Body Corporate may require plans and specifications of the proposed work, alteration, improvement or structure and such other particulars and information as the Body Corporate may require. Any work, alteration, improvement or structure carried out or erected in breach of this by-law may be removed with or without notice by the Body Corporate. This by-law shall not apply to the Original Owner.

18.3 No structural alteration may be made to a lot without the prior written consent of the Body Corporate.

19. Curtains, Blinds, Shutters and Window Tinting

An occupier of a lot must not hang curtains, install blinds, shutters or apply window tinting visible from outside the lot unless those curtains have a white backing, or unless such colour and design have been approved by the Body Corporate. In giving such approval, the Body Corporate shall ensure so far as practicable that curtain backing, blinds, shutters and window tinting used in all lots present a uniform appearance when viewed from Common Property or any other lot. This by-law shall not apply to the Original Owner.

20. Maintenance of Lots

Save where it is the responsibility of the Body Corporate under the Act, the Regulation Module or these by-laws, each owner shall be responsible for the maintenance of their lot and shall ensure that the lot is so kept and maintained as not to be offensive in appearance to other lot occupiers through the accumulation of excess rubbish or otherwise. Further, 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. Taps

An occupier of a lot shall not waste water and shall see that all water taps in the lot are promptly turned off after use. Should the lot be unoccupied for a period of more than three months, then the stopcock or such other similar device on the hot water system must be turned off.

22. Utility Infrastructure

The utility infrastructure shall not be used for any purpose other than that for which they were constructed and no sweepings or rubbish or other unsuitable substance shall be deposited therein. Any damage or blockage resulting to any utility infrastructure from misuse or negligence shall be borne by the owner whether the same is caused by the lot owner or those of his servants, agents, licensees or invitees.

23. Behaviour of Invitees

23.1 An occupier of a lot shall take all reasonable steps to ensure that his invitees do not behave in a manner likely to interfere with the peaceful enjoyment of other occupiers of lots or of any person using the Common Property.

23.2 An occupier of a lot shall be liable to compensate the Body Corporate in respect of all damage to the Common Property or damage to Body Corporate assets caused by the occupier or their servants, agents, licensees or invitees.

23.3 An Owner of a lot which is the subject of a lease, tenancy or licence shall take all reasonable steps, including any action available under any such lease, tenancy or licence, to ensure that any lessee, tenant or licensee or other occupier of the lot or their invitees comply with these by-laws and must ensure that the lessee, tenant or licensee receives a copy of the by-laws.

23.4 The duties and obligations imposed by these by-laws on an occupier of a lot shall be observed not only by the

Title Reference [50522336]

occupier but also by the guests, servants, employees, agents, children, invitees and licensees of such Owner or occupier.

- 23.5 Where the Body Corporate extends money to make good damage caused by a breach of the Act, the Regulation Module or of these by-laws by any occupier of a lot or the guests, servants, employees, agents, children, invitees or licensees of the occupier of a lot or any of them, the Body Corporate shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the owner of the lot at a time when the breach occurred.

24. Notice of Defect

An occupier of a lot shall give the Body Corporate or the Caretaker prompt notice of any accident to or defect in the utility infrastructure on the Common Property which comes to his knowledge and the Body Corporate 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 Building and the Scheme Land as often as may be necessary.

25. Owner not to litter

An occupier must not throw or allow to fall or permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butt or other substance or article whatsoever out of the windows or doors or down or from any staircases, skylights, balconies, the roof or in passageways of the Building. Any damage or costs for cleaning or repair caused by breach thereof shall be borne by the Owner or occupier concerned.

26. Security

- 26.1 All security equipment (if any) installed on Common Property and used in connection with the provision of security for the Scheme Land shall with the exception of that equipment installed upon any lot by any occupier, be and remain the property of the Body Corporate. All security equipment (with the exception of that equipment installed upon any lot by an occupier, which shall be maintained at the cost of the occupier) shall remain the property of the Body Corporate shall be repaired and maintained at the cost of the Body Corporate.
- 26.2 In no circumstances shall the Body Corporate be responsible to an occupier (and the occupier shall not be entitled to make any claim for compensation or damages) in the event of a failure of all or any of the security systems put in place by the Body Corporate to operate in the manner in which they are intended. Where the failure to operate arises from a malfunction of the security equipment in a lot, then the occupier of a lot shall allow the Body Corporate or the Caretaker and their respective servants, agents or contractors to enter upon the lot (upon reasonable notice except in the case of an emergency, in which case no such notice shall be required) and attend to the repair (which term shall include replacement where required) or maintenance of the security equipment. The costs of the repair or maintenance of the security equipment within a lot shall be at the cost of the owner of a lot.

27. Recovery of Costs

- 27.1 An Owner shall pay on demand the whole of the Body Corporate costs (including solicitor and own client costs), which amount shall be deemed to be a liquidated debt due, in recovering all and any levies or monies duly levied upon such owner by the Body Corporate pursuant to the Act or the Regulation Module.
- 27.2 Where the Body Corporate expends money to make good damage caused by a breach of the Act, the Regulation Module or of these by-laws by any owner or the tenant, guest, servants, employees, agents, children, invitees or licensees of the owner or any of them, the Body Corporate 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.

28. Air Conditioning

- 28.1 An air conditioning system must not be installed within a lot without the prior approval of the Body Corporate. The Body Corporate may establish standards for the type, noise disposal, vibration, method of installation, location of condensers, provision of air, water reticulation and the like associated with the installation of any air conditioning units.
- 28.2 The Body Corporate is deemed to have approved all air conditioning units installed by the Original Owner during construction.

Title Reference [50522336]

29. Wireless and television aerials and satellite dishes

No outside wireless or television aerials or satellite dishes may be erected without the previous consent in writing of the Body Corporate.

30. Windows and glass

The internal and external faces of all windows must be kept clean and promptly replaced with fresh glass of the same kind and weight as at present if broken or cracked.

31. Water apparatus

The water closets conveniences and other water apparatus including waste pipes and drains must not be used for any purposes other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance may be deposited in them. The cost of rectifying any damage or blockage resulting from misuse or negligence must be borne by the owner of the lot concerned.

32. Repair

Prompt notice must be given of any accident to or defect in the water pipes gas pipes electric installations or fixtures.

33. Storage

Empty bottles boxes used containers and similar items must be stored tidily and so far as possible, out of sight.

34. Insurance

An occupier of a lot must not do anything in its lot which increases the rate of fire insurance payable by the Body Corporate or which may conflict with the laws and/or regulations about fires or any insurance policy.

35. Rules

The Body Corporate may make rules about the Common Property not inconsistent with these By-Laws. All rules must be observed by the occupiers of lots until they have been revoked by an ordinary resolution at a general meeting of the owners.

36. Display unit

The Original Owner of the Scheme Land may until it has sold all lots in the Community Titles Scheme open and maintain a display unit and erect on the Common Property those signs and display notices as it considers appropriate to assist in its marketing.

37. Use of Common Property Facilities

37.1 In relation to the use of the Common Property Facilities, an occupier of a lot must:

- (a) ensure that invitees and guests do not use the same unless the occupier accompanies them;
- (b) ensure that children below the age of thirteen (13) years are not in or around the same unless accompanied by an adult occupier exercising effective control over them;
- (c) ensure that alcoholic beverages are not taken to or consumed in or around the pool;
- (d) ensure that glass containers or receptacles of any type are not taken to or allowed to remain in or around the pool;
- (e) ensure that the occupier and invitees 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 Common Property Facilities by other persons.
- (f) ensure that no use is made of the lap pool, plunge pool and spa between the hours of 9pm and 6am and that all other Common Property Facilities are permitted to be used from 6am to 11pm;

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- (g) obey the directions of the Caretaker in relation to the behaviour of persons using the Common Property Facilities;
- (h) comply with any rules associated with the use of the Common Property Facilities as advised by the Committee;
- (i) subject to the provisions of the Act ensure no animals are brought onto or within the Common Property Facilities.

38. Maintenance of Common Property Facilities

An occupier of a lot shall not without proper authority operate, adjust or interfere with the operation of any equipment associated with the Common Property Facilities or deposit or add any chemical or other substance to the same.

39. Progressive Development of the Scheme

39.1 To facilitate the progressive development of the Community Titles Scheme (as identified in Schedule B of the Community Management Statement), the Original Owner may without restriction, at any time, enter on to the Scheme (or any part of it), the Common Property or any Lot to undertake works of any kind necessary or incidental to completion of building and site works on the Scheme including but not limited to the following works:

- (a) excavation and general earthworks;
- (b) the installation of all drainage and utility services;
- (c) the construction and furnishing of buildings; and
- (d) the construction of lawns, gardens, roads, paths, landscaping works and common buildings and facilities as is considered necessary by the Original Owner to complete approved works on the Scheme Land all of which are collectively called Works.

39.2 The Original Owner may bring upon the Scheme Land any machinery, tools, equipment, vehicles, servants, agents or contractors to facilitate the carrying out of the Works.

39.3 The Original Owner shall use reasonable endeavours to ensure that the Works will be carried out in a manner which minimises (so far as is practicable) the inconvenience (if any) caused to the Body Corporate or to the occupiers of Lots in the Scheme.

The Body Corporate and each Owner of Lots in the Scheme agree not to take any objection or make any claim whatsoever as against the Original Owner in respect of any noise, dust, traffic or nuisance of any type which may arise in connection with the Works.

40. Tree Protection Area

40.1 Each Owner and occupier of a lot within the Scheme acknowledges the existence of the Buffer Area and the Deed.

40.2 Each Owner and occupier of a lot must not remove or damage any vegetation from the Buffer Area.

40.3 Without limiting any rights or remedies available to the Body Corporate, if an Owner or occupier removes, felts or kills any vegetation within the Buffer Area, the Body Corporate will be required to replace it and may, by notice to the Owner require the Owner to reimburse the Body Corporate for any expense associated with:

- (a) planting the Buffer Area with vegetation of the same or a similar kind as that destroyed or removed by the Owner or occupier;
- (b) water, fertilise and care for such vegetation so that it survives;
- (c) any expenses incurred by the Body Corporate under the terms of the Deed.

40.4 The Body Corporate may recover any costs it incurs because of a failure of an Owner or occupier to comply with the provisions of this by-law as anticipated under by-law 27.

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41. Building Covenant Deed

- 41.1 Each Owner and occupier of a lot within the Scheme acknowledges the existence of the Building Covenant Deed.
- 41.2 Each Owner and occupier of a lot within the Scheme must comply with the provision of the Building Covenant Deed when seeking approval from the Body Corporate or undertaking any building works within the Scheme.
- 41.3 Without limiting any rights or remedies available to the Body Corporate, if an Owner or occupier undertakes any works in contravention of the Building Covenant Deed then the Owner or occupier will be required to reimburse the Body Corporate for any expense or cost incurred by the Body Corporate as a result of the breach and the Owner indemnifies the Body Corporate in relation to the same. The Body Corporate may recover any such cost as anticipated by by-law 21.

42. Utility Supply

The Body Corporate has the authority but is not under any obligation from time to time to purchase rent lease and enter into any agreement with a service provider of any utility service (the Authority) to install operate maintain supply and charge the Body Corporate for any utility service supplied and used in the Scheme (the Utility) and in such case the following shall apply.

- 42.1 The Body Corporate has the power to enter into any agreement including an installation agreement or arrange for the purchase of the Utility for the whole of this Scheme from the Authority.
- 42.2 The Body Corporate has the power to enter into any arrangement or agreement with any party to maintain inspect and read any individual meters to measure the consumption of the Utility installed in any Lot, the Owner and occupier of any Lot in the Scheme expressly authorises access to the Lot for this purpose.
- 42.3 The Body Corporate through the committee will determine how and when the individual meters on the Common Property will be read to determine the amount of the utility consumed by each lot in the Scheme.
- 42.4 The Body Corporate has the power under Section 154(5)(b) of the Body Corporate and Community Management Act (as amended) to levy individual Lot Owners according to the extent of the Utility consumed by the occupier of the Lot as determined by the individual meter readings.
- 42.5 Each Lot Owner and occupier must acquire the Utility and use of the Utility consumed in the Owner's Lot direct from the Body Corporate and must not purchase the Utility from any other source.
- 42.6 The Body Corporate is not required to supply to any Owner or occupier utility requirements beyond the requirements which the Authority can supply at any particular time.
- 42.7 The Body Corporate may charge for services (including for the installation of and costs associated with the utility infrastructure for services) associated with the supply of the Utility but only to the extent necessary for reimbursing the Body Corporate for supplying the Utility.
- 42.8 The Body Corporate may render accounts to each Owner and such accounts are payable to the Body Corporate within 14 days of delivery of such accounts.
- 42.9 In respect of an account which has been rendered pursuant to these by-laws and the provisions of the Body Corporate and Community Management Act then an Owner is liable jointly and severally with any person who is liable to pay that utility account when the Owner or occupier became the Owner or occupier of the Lot.
- 42.10 In the event that a proper account for the supply of the Utility is not paid by the due date for payment then the Body Corporate is entitled to:
- (a) 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
 - (b) connect the supply of the Utility to the relevant Lot.
- 42.11 The Body Corporate is not under any circumstance whatsoever responsible or liable for any failure of the supply of the Utility due to breakdowns repairs maintenance strikes accidents or causes of any class or description.
- 42.12 The Body Corporate may through the committee from time to time determine a security deposit to be paid by each

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Owner or occupier who is connected to the supply of the Utility as a guarantee against non-payment of accounts for the supply of the Utility.

- 42.13 Nothing in this by-law requires the Body Corporate to enter into the arrangements contemplated by this by-law but empowers the Body Corporate to do so if it is authorised.

43. Garden Exclusive Use Areas

- 43.1 Each lot set out in Schedule E of the Community Management Statement under the heading "Garden" is allocated an area as defined in Schedule E and identified on the plan or plans attached to Schedule E (being part of the Common Property) for the exclusive use and enjoyment of the owner of each respective lot as a Garden (Garden Exclusive Use Area).
- 43.2 The occupier of a Garden Exclusive Use Area may with the prior approval of the Body Corporate install tables, chairs and other furniture including plants in the area. The Committee may make a policy regarding outdoor furniture including but not limited to size, design and appearance of the furniture and if it does, the occupier must conform to the specifications set out in the policy.
- 43.3 An occupier of a Garden Exclusive Use Area must keep and maintain the garden in the Garden Exclusive Use Area in a clean and tidy condition and to a standard nominated by the Committee and must comply with any landscape code implemented by the Body Corporate. Any plant growth must not extend beyond the boundaries of the Garden Exclusive Use Area or interfere in the use and enjoyment of any other lot. If an occupier fails to maintain a Garden Exclusive Use Area to the standard nominated by the Committee then the Body Corporate has the power to engage the Caretaker to maintain the Garden Exclusive Use Area and recover the cost of the engagement of the Caretaker from the occupier of the lot.

44. Lift Exclusive Use Area

- 44.1 Each lot set out in Schedule E of the Community Management Statement under the heading "Lift" is allocated the use of an area defined in Schedule E and identified on the plan or plans attached to Schedule E (being part of the Common Property) for their exclusive use and enjoyment such that each of the owners of each of the lots identified in Schedule E are authorised to use the lift area for access (Lift Exclusive Use Area).
- 44.2 Any one or more of the occupiers of the Lift Exclusive Use Areas may use the area for access.
- 44.3 The Body Corporate must arrange for the maintenance of the Lift Exclusive Use Area (including the costs of maintenance, operation, repair and replacement of the lifts and any other plant and equipment located within the area). Such costs include the expenses incurred or charged to the Body Corporate in establishing separate accounts to hold funds received under this by-law and the expenses must be shared between the occupiers of the lots to which the exclusive use attaches on the basis of the proportion the lot entitlement of their lot bears to the lot entitlement of all lots from time to time having the benefit of the Lift Exclusive Use Area. The costs must be paid by the relevant occupiers when demanded by the Body Corporate.
- 44.4 The Body Corporate is authorised but not obliged to open, maintain and operate separate bank or similar accounts to hold and disburse money collected under this by-law 44.
- 44.5 All owners and occupiers of the Lift Exclusive Use Area must on receipt of notice from the Body Corporate allow access to service contractors or another third party nominated by the Body Corporate for maintenance of the Common Property or any improvements to the Common Property situated near or within the Lift Exclusive Use Area.

45. Basement Exclusive Use Area

- 45.1 Each lot set out in Schedule E of the Community Management Statement under the heading "Basement Car Park" is allocated the use of an area identified in Schedule E and identified on the plan or plans attached to Schedule E (being part of the Common Property) for their exclusive use and enjoyment such that the owners of each of the lots identified in Schedule E are authorised to use the basement area for access (Basement Exclusive Use Area).
- 45.2 Any one or more of the occupiers of the Basement Exclusive Area may use the area for access.
- 45.3 The Body Corporate is required to keep the Basement Exclusive Use Area clean and tidy. The costs associated with this (including any expenses incurred or charged to the Body Corporate in establishing separate accounts to

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hold funds received under this by-law and the expenses of collecting the payments due under this by-law from occupiers) must be shared between the occupiers of the lots to which this exclusive use attaches on the basis of the proportion the lot entitlement of their lot bears to the lot entitlement of all lots from time to time having the benefit of the Basement Exclusive Use Area.

- 45.4 The Body Corporate is authorised but not obliged to open, maintain and operate separate bank or similar accounts to hold and disburse money under this by-law 45.
- 45.5 The occupiers of lots with the benefit of the Basement Exclusive Use Area will be entitled to keys, access codes, remote controls or similar devices (Key) so that they, together with others who require similar access and visitors to the Scheme who require access to car parking, can gain access by vehicle to the relevant car space allotted to their lot. Each occupier will be entitled to one Key per car space or such other number that the Committee may decide. The Committee may require bonds or security deposits to be given for any Keys issued.
- 45.6 An occupier with the benefit of a Basement Exclusive Use Area can use that area for access to and egress from the relevant car space nominated to that lot owner with or without vehicles.
- 45.7 Nothing in this by-law restricts or prohibits bona fide visitors to the Scheme from using the Basement Exclusive Use Area to access designated car parking spaces.
- 45.8 An occupier of a lot with the benefit of the Basement Exclusive Use Area must not park or allow any motor vehicle or other vehicle to remain on the Basement Exclusive Use Area at any times.
- 45.9 This grant of exclusive use and enjoyment is made subject to the occupiers with the benefit of the Basement Exclusive Use Area allowing the Body Corporate, the Committee and its properly appointed agents access at all reasonable times to the Basement Exclusive Use Area for any proper purpose.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

1. Utility Infrastructure

- 1.1 To facilitate the progressive development of the Scheme the Original Owner may at any time enter on to the Scheme Land (or any part of it), the common property and any lot in the Scheme to undertake works of any kind necessary or incidental to establishing utility infrastructure and utility services (and connections thereto) including the following works:
- (a) excavation and general earthworks;
 - (b) the construction of common property areas (including roads);
 - (c) the construction on the common property of such improvements and facilities as may be considered necessary by the Original Owner to establish utility infrastructure and utility services and connections thereto; and
 - (d) the construction of services infrastructure whether, public or private including but without limiting the generally thereof connections for sewerage, gas, electricity, telephone, fibre optics or any other lawful service available to the public;
- all of which are collectively called the Utility Infrastructure Works.
- 1.2 The Original Owner may bring upon the Scheme Land any machinery, tools, equipment, vehicles and workman to facilitate the carrying out of the Utility Infrastructure Works.
- 1.3 The Original Owner shall use reasonable endeavours to ensure that the Utility Infrastructure Works will be carried out in a manner which minimises (so far as is practicable) the inconveniences (if any) caused to the Body Corporate or to the owners and occupiers of lots in this Scheme.
- 1.4 The Body Corporate and each owner and occupier of lots in the Scheme may not object or claim compensation against the Original Owner in respect of any noise, dust, traffic or nuisance of any type which may arise in connection with the Utility Infrastructure Works.
- 1.5 The Body Corporate and each owner and occupier of lots in the Scheme agree that the Original Owner shall be

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entitled to free and uninterrupted access over and to the common property and to any lot to carry out and undertake the Utility Infrastructure Works.

- 1.6 The expressions "Utility Infrastructure" and "Utility Services" shall have the same meaning assigned to them in Schedule 6 of the Body Corporate and Community Management Act 1997 as amended as time to time. The expression "Original Owner" means the party identified in Item 5 of this Community Management Statement together with any successor or assign of any undeveloped part of the Scheme Land.

2. Landscape and Architectural Code

- 2.1 The Body Corporate has entered into a Building Covenant Deed which provides for an architectural and landscape code for the Scheme (the Code) and each Owner within the Scheme must comply with that Code.
- 2.2 The requirement to comply with the Code does not apply to the Original Owner.

3. Contribution Schedule Lot Entitlements

- 3.1 The Contribution Schedule Lot Entitlements (CSLE) for the scheme are not equal. As required by s 48 of the *Body Corporate and Community Management Act 1997*, the CSLE for the scheme have been allocated having regard to:

- (a) the structure of the scheme;
- (b) the nature, features and characteristics of the lots in the scheme; and
- (c) the purpose for which the lots are used.

- 3.2 On the basis of these factors it is just and equitable for there to be a variation in the CSLE for the Scheme. Each lot starts with an entitlement of 85 and additional entitlements are added to recognise the above factors. Consequently the CSLE for each Lot varies between a minimum of 85 and a maximum of 100. The relative difference in lot entitlements recognises 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 lots result in a differential burden on the costs of the Body Corporate for repair and maintenance of the common property.

- 3.3 When allocating the lot entitlements to be included in the CSLE, each of the above factors stated above impacts on the allocation in the following ways:

(a) Structure of the Scheme

The scheme is not part of a Layered scheme and does not have mixed use lot, therefore the structure of the scheme does not affect the CSLE.

Different lots in the scheme utilise common property to a greater extent depending upon their location in the scheme. For example some lots do not have access to or, because of their location, do not use the lifts as much as other lots.

(b) Nature, Feature and Characteristics of the Lots in the Scheme

The Body Corporate is part of a Building Format Plan and is responsible for the repair and maintenance of common property within the scheme. This includes the recreation facilities, foyers, lifts, external walls and windows, roof, utility infrastructure and utility services. In allocating the CSLE the following features or characteristics of lots in the scheme increase the burden that the lot places on the Body Corporate expenditure for the maintenance, cleaning and repair of the common property on the following basis:

The external surface area of the lot. Additional entitlements are added depending on whether the lot is a house. As the house lots have a much larger external surface area, the maintenance cost of walls and roofs of the houses are greater.

(c) 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 entitlements.

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4. Service Location Diagram

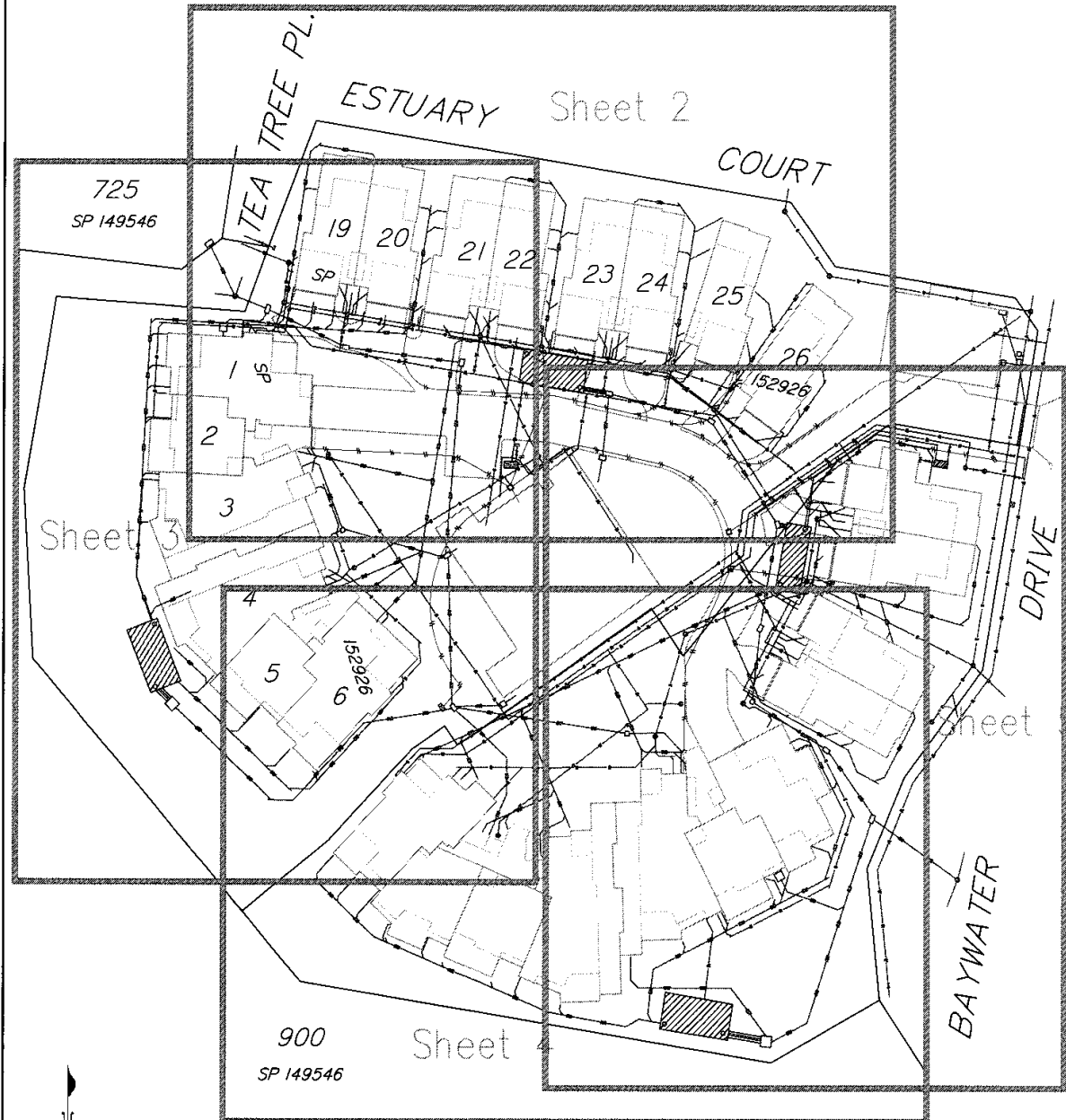
The service location diagram for the Scheme is annexed to this Schedule D.

5. Statutory Easements

The lots in the Scheme affected by Statutory Easements and a description of the nature of the Statutory Easement is annexed to this Schedule D.

CMS NAME: VIEW POINT AT TWIN WATERS

CMS No.: 33170



The position of the services shown on this plan have been plotted from design plans supplied by project building consultants and are indicative only. Prior to excavation, demolition or construction on site, the true location of the services should be established.

LEGEND

- S — Sewer Line
- SW — Stormwater Line
- W — Water Line
- W — Electricity Cable
- G — Gas Line
- Sewer Manhole
- Stormwater Manhole
- Stormwater Gully Trap
- ⊙ Fire Hydrant
- ⊕ Water Valve
- ⊕ Electrical Installation
- ⊕ Gas Valve

0 40-0m 80-0m
50 mm 100 mm



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SERVICES LOCATION DIAGRAM
VIEW POINT AT TWIN WATERS CTS NO 33170

SP 152930
Parish – Maroochy
County – Canning
Maroochy Shire Council

Sheet Number:
1 of 5

Scale:

1:800

Drawn By:
ARW

Drawing Number:

S.4896-420-A

CMS NAME: VIEW POINT AT TWIN WATERS

CMS No.: 33170



LEGEND


- S — Sewer Line
- SW — Stormwater Line
- W — Water Line
- W — Electricity Cable
- G — Gas Line
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- Stormwater Gully Trap
- ⊙ Fire Hydrant
- ⊕ Water Valve
- ⊕ Electrical Installation
- ⊕ Gas Valve

ESTUARY

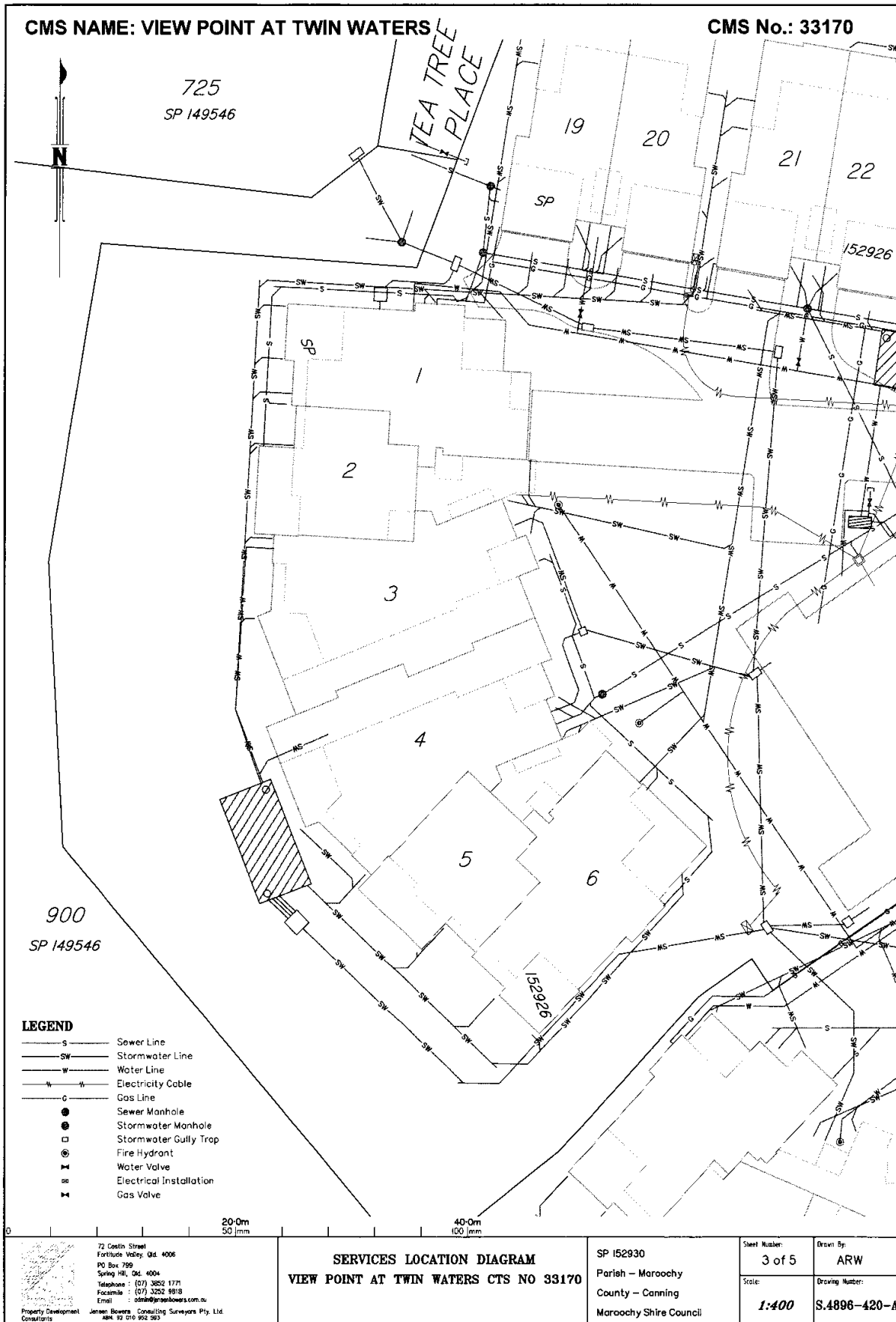
COURT

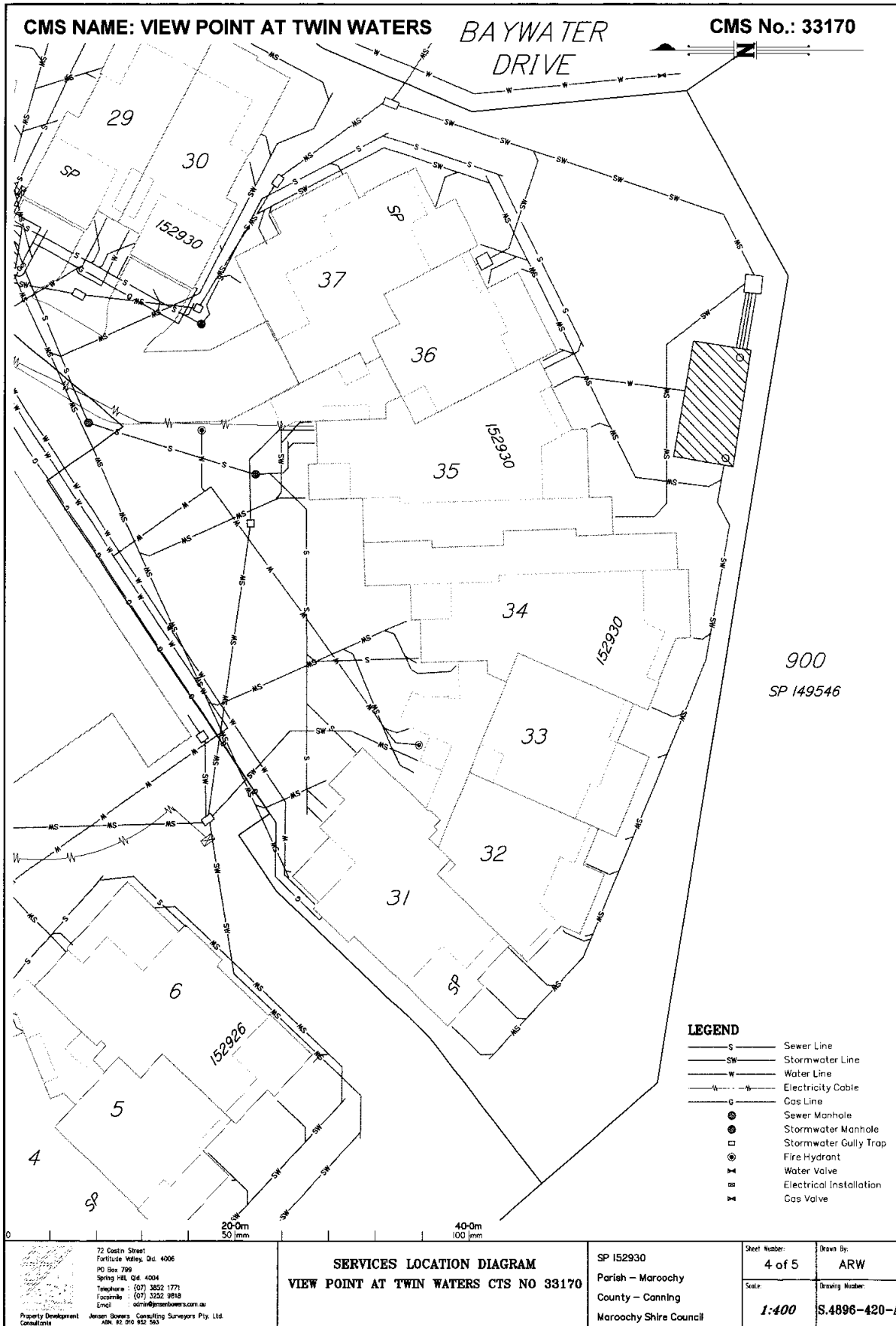
TEA TREE PLACE

725
SP 149546

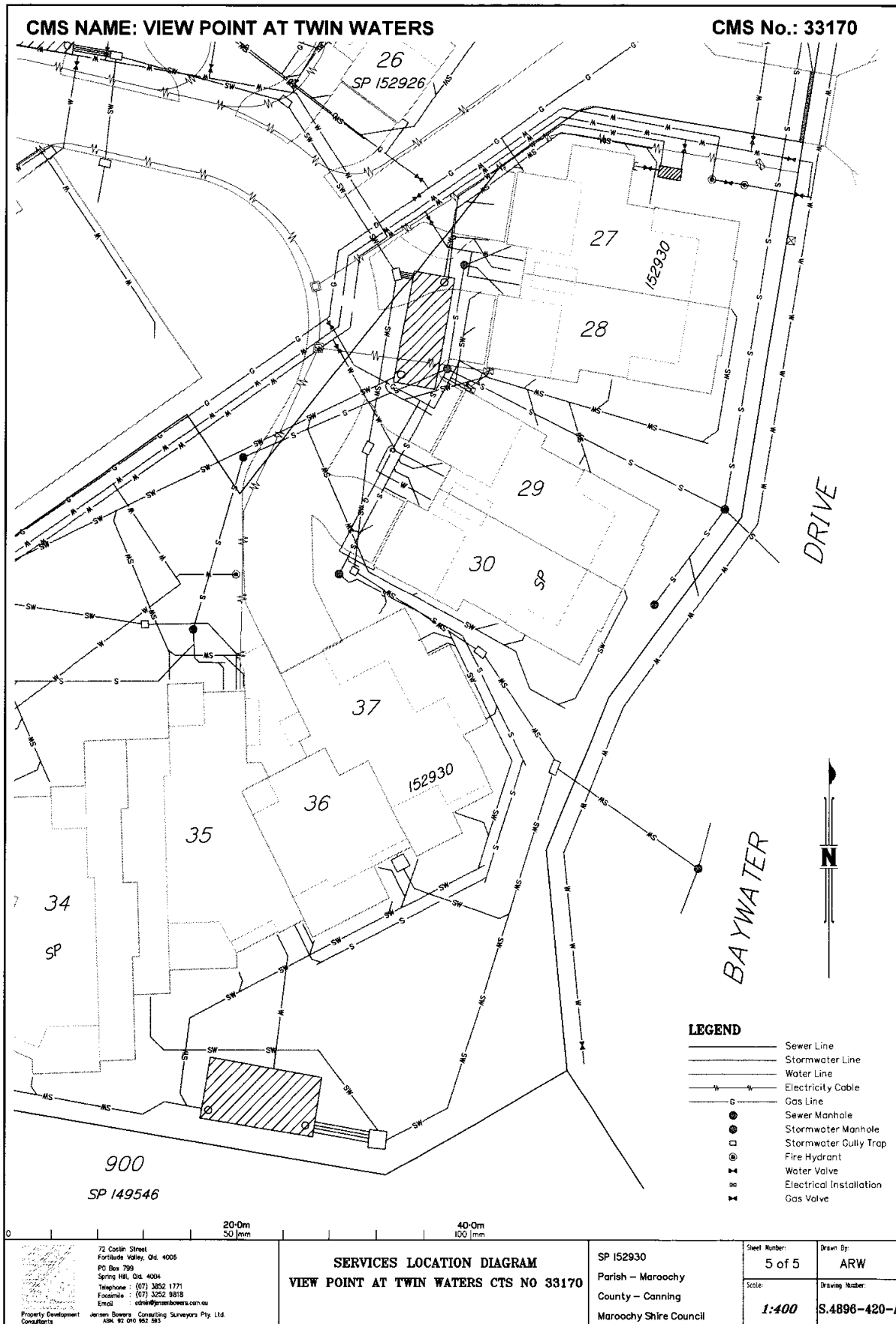
 <p>72 Costa Street Fairfield NSW, 2164 4006 PO Box 799 Spring Hill, 2164 4004 Telephone : (07) 3652 1771 Facsimile : (07) 3252 9818 Email : admin@jasonbowers.com.au Property Development Consultants Jason Bowers Consulting Surveyors Pty. Ltd. ABN 92 010 152 983</p>	<p>SERVICES LOCATION DIAGRAM VIEW POINT AT TWIN WATERS CTS NO 33170</p>		<p>SP 152930 Parish - Maroochy County - Canning Maroochy Shire Council</p>	<p>Sheet Number: 2 of 5 Scale: 1:400</p>	<p>Drawn By: ARW Drawing Number: S.4896-420-A</p>
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21 of 38





23 of 38



Title Reference [50522336]

SCHEDULE

Lots Affected By Statutory Easements

Lot On Plan	Statutory Easement	Service Location Diagram
Lot 1 on SP 152926	Support, Shelter and Services	
Lot 2 on SP 152926	Support, Shelter and Services	
Lot 3 on SP 152926	Support, Shelter and Services	
Lot 4 on SP 152926	Support, Shelter and Services	
Lot 5 on SP 152926	Support, Shelter and Services	
Lot 6 on SP 152926	Support, Shelter and Services	
Lot 7 on SP 152926	Support, Shelter and Services	
Lot 8 on SP 152926	Support, Shelter and Services	
Lot 9 on SP 152926	Support, Shelter and Services	
Lot 10 on SP 152926	Support, Shelter and Services	
Lot 11 on SP 152926	Support, Shelter and Services	
Lot 12 on SP 152926	Support, Shelter and Services	
Lot 13 on SP 152926	Support, Shelter and Services	
Lot 14 on SP 152926	Support, Shelter and Services	
Lot 15 on SP 152926	Support, Shelter and Services	
Lot 16 on SP 152926	Support, Shelter and Services	
Lot 17 on SP 152926	Support, Shelter and Services	
Lot 18 on SP 152926	Support, Shelter and Services	
Lot 19 on SP 152926	Support, Shelter and Services	
Lot 20 on SP 152926	Support, Shelter and Services	
Lot 22 on SP 152926	Support, Shelter and Services	
Lot 23 on SP 152926	Support, Shelter and Services	
Lot 24 on SP 152926	Support, Shelter and Services	
Lot 25 on SP 152926	Support, Shelter and Services	
Lot 26 on SP 152926	Support, Shelter and Services	
Common Property on SP 152926	Support and Shelter	Plan No. S4896-419-A
	Underground Electricity	Plan No. S4896-419-A
	Telecommunications	Plan No. S4896-419-A
	Stormwater	Plan No. S4896-419-A
	Water	Plan No. S4896-419-A
	Sewerage	Plan No. S4896-419-A
	Gas	Plan No. S4896-419-A
Lot 27 on SP 152930	Support, Shelter and Services	
Lot 28 on SP 152930	Support, Shelter and Services	
Lot 29 on SP 152930	Support, Shelter and Services	

Title Reference [50522336]

Lot 30 on SP 152930	Support, Shelter and Services	
Lot 31 on SP 152930	Support, Shelter and Services	
Lot 32 on SP 152930	Support, Shelter and Services	
Lot 33 on SP 152930	Support, Shelter and Services	
Lot 34 on SP 152930	Support, Shelter and Services	
Lot 35 on SP 152930	Support, Shelter and Services	
Lot 36 on SP 152930	Support, Shelter and Services	
Lot 37 on SP 152930	Support, Shelter and Services	
Lot 38 on SP 152930	Support, Shelter and Services	
Lot 39 on SP 152930	Support, Shelter and Services	
Lot 40 on SP 152930	Support, Shelter and Services	
Lot 41 on SP 152930	Support, Shelter and Services	
Lot 42 on SP 152930	Support, Shelter and Services	
Lot 43 on SP 152930	Support, Shelter and Services	
Lot 44 on SP 152930	Support, Shelter and Services	
Lot 45 on SP 152930	Support, Shelter and Services	
Lot 46 on SP 152930	Support, Shelter and Services	
Lot 47 on SP 152930	Support, Shelter and Services	
Lot 48 on SP 152930	Support, Shelter and Services	
Lot 49 on SP 152930	Support, Shelter and Services	
Lot 50 on SP 152930	Support, Shelter and Services	
Lot 51 on SP 152930	Support, Shelter and Services	
Common Property on SP 152930	Support and Shelter	Plan No. S4896-420-A
	Underground Electricity	Plan No. S4896-420-A
	Telecommunications	Plan No. S4896-420-A
	Stormwater	Plan No. S4896-420-A
	Water	Plan No. S4896-420-A
	Sewerage	Plan No. S4896-420-A
	Gas	Plan No. S4896-420-A

Title Reference [50522336]

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

Lot on Plan	Exclusive Use of Common Property	Purpose
Lot 1 on SP 152926	Area A on the plan attached to this CMS	Garden
Lot 2 on SP 152926	Area B on the plan attached to this CMS	Garden
Lot 3 on SP 152926	Area C on the plan attached to this CMS	Garden
Lot 4 on SP 152926	Area D on the plan attached to this CMS	Garden
Lot 5 on SP 152926	Area E on the plan attached to this CMS	Garden
Lot 6 on SP 152926	Area F on the plan attached to this CMS	Garden
Lot 19 on SP 152926	Area G on the plan attached to this CMS	Garden
Lot 20 on SP 152926	Area H on the plan attached to this CMS	Garden
Lot 21 on SP 152926	Area I on the plan attached to this CMS	Garden
Lot 22 on SP 152926	Area J on the plan attached to this CMS	Garden
Lot 23 on SP 152926	Area K on the plan attached to this CMS	Garden
Lot 24 on SP 152926	Area L on the plan attached to this CMS	Garden
Lot 25 on SP 152926	Area M on the plan attached to this CMS	Garden
Lot 26 on SP 152926	Area N on the plan attached to this CMS	Garden
Lot 1 on SP 152926 Lot 2 on SP 152926 Lot 3 on SP 152926 Lot 7 on SP 152926 Lot 8 on SP 152926 Lot 9 on SP 152926 Lot 13 on SP 152926 Lot 14 on SP 152926 Lot 15 on SP 152926	Area P on the plan attached to this CMS	Lift Access
Lot 4 on SP 152926 Lot 5 on SP 152926 Lot 6 on SP 152926 Lot 10 on SP 152926 Lot 11 on SP 152926 Lot 12 on SP 152926 Lot 16 on SP 152926 Lot 17 on SP 152926 Lot 18 on SP 152926	Area O on the plan attached to this CMS	Lift Access
Lot 1 on SP 152926 Lot 2 on SP 152926 Lot 3 on SP 152926 Lot 4 on SP 152926 Lot 5 on SP 152926 Lot 6 on SP 152926 Lot 7 on SP 152926 Lot 8 on SP 152926 Lot 9 on SP 152926	Area Q on the plan attached to this CMS	Basement Access

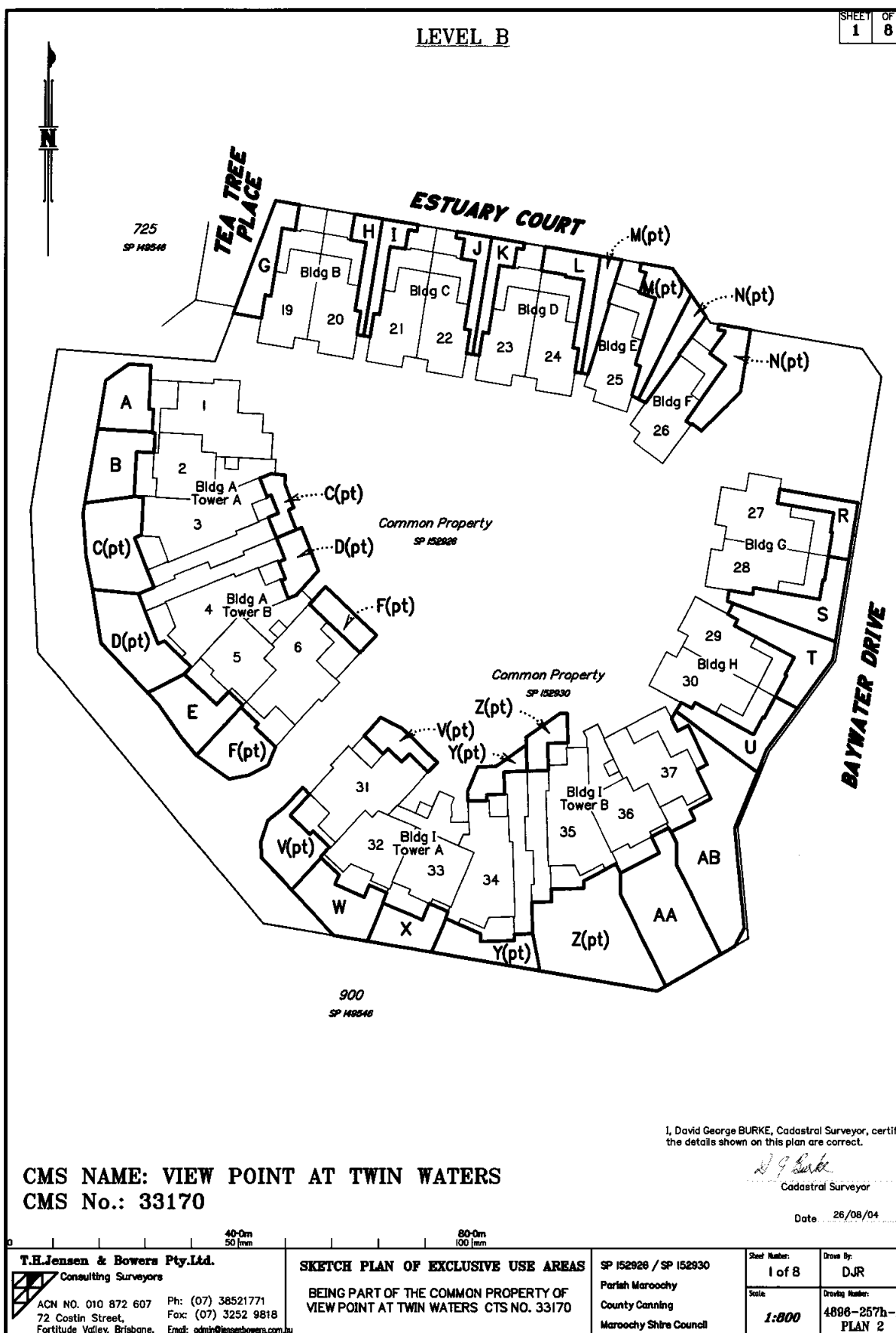
Title Reference [50522336]

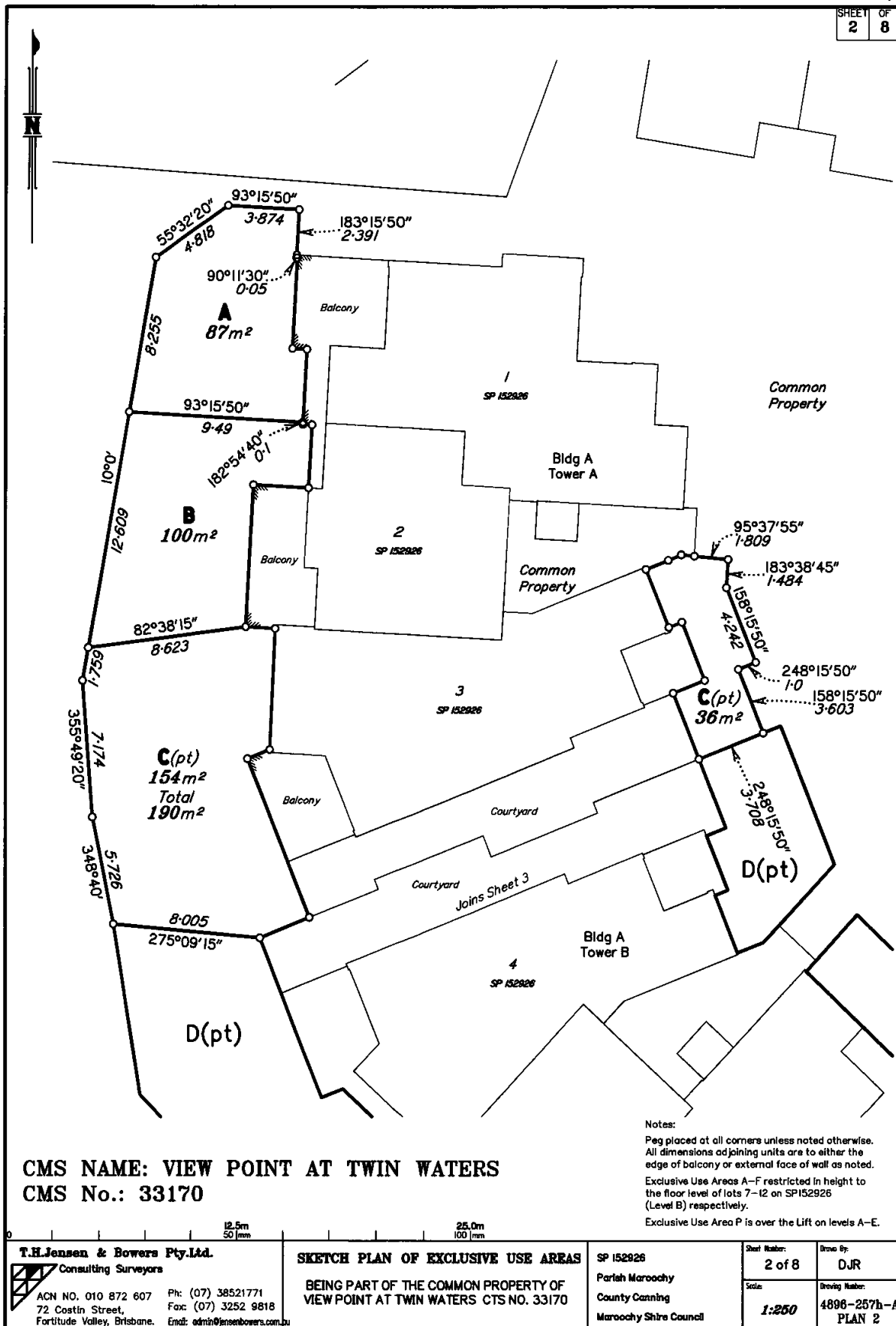
Lot 10 on SP 152926 Lot 11 on SP 152926 Lot 12 on SP 152926 Lot 13 on SP 152926 Lot 14 on SP 152926 Lot 15 on SP 152926 Lot 16 on SP 152926 Lot 17 on SP 152926 Lot 18 on SP 152926		
Lot 27 on SP 152930	Area R on the plan attached to this CMS	Garden
Lot 28 on SP 152930	Area S on the plan attached to this CMS	Garden
Lot 29 on SP 152930	Area T on the plan attached to this CMS	Garden
Lot 30 on SP 152930	Area U on the plan attached to this CMS	Garden
Lot 31 on SP 152930	Area V on the plan attached to this CMS	Garden
Lot 32 on SP 152930	Area W on the plan attached to this CMS	Garden
Lot 33 on SP 152930	Area X on the plan attached to this CMS	Garden
Lot 34 on SP 152930	Area Y on the plan attached to this CMS	Garden
Lot 35 on SP 152930	Area Z on the plan attached to this CMS	Garden
Lot 36 on SP 152930	Area AA on the plan attached to this CMS	Garden
Lot 37 on SP 152930	Area AB on the plan attached to this CMS	Garden
Lot 35 on SP 152930 Lot 36 on SP 152930 Lot 37 on SP 152930 Lot 42 on SP 152930 Lot 43 on SP 152930 Lot 44 on SP 152930 Lot 49 on SP 152930 Lot 50 on SP 152930 Lot 51 on SP 152930	Area AC on the plan attached to this CMS	Lift Access
Lot 31 on SP 152930 Lot 32 on SP 152930 Lot 33 on SP 152930 Lot 34 on SP 152930 Lot 38 on SP 152930 Lot 39 on SP 152930 Lot 40 on SP 152930 Lot 41 on SP 152930 Lot 45 on SP 152930 Lot 46 on SP 152930 Lot 47 on SP 152930 Lot 48 on SP 152930	Area AD on the plan attached to this CMS	Lift Access
Lot 31 on SP 152930 Lot 32 on SP 152930 Lot 33 on SP 152930	Area AE on the plan attached to this CMS	Basement Access

Title Reference [50522336]

Lot 34 on SP 152930		
Lot 35 on SP 152930		
Lot 36 on SP 152930		
Lot 37 on SP 152930		
Lot 38 on SP 152930		
Lot 39 on SP 152930		
Lot 40 on SP 152930		
Lot 41 on SP 152930		
Lot 42 on SP 152930		
Lot 43 on SP 152930		
Lot 44 on SP 152930		
Lot 45 on SP 152930		
Lot 46 on SP 152930		
Lot 47 on SP 152930		
Lot 48 on SP 152930		
Lot 49 on SP 152930		
Lot 50 on SP 152930		
Lot 51 on SP 152930		

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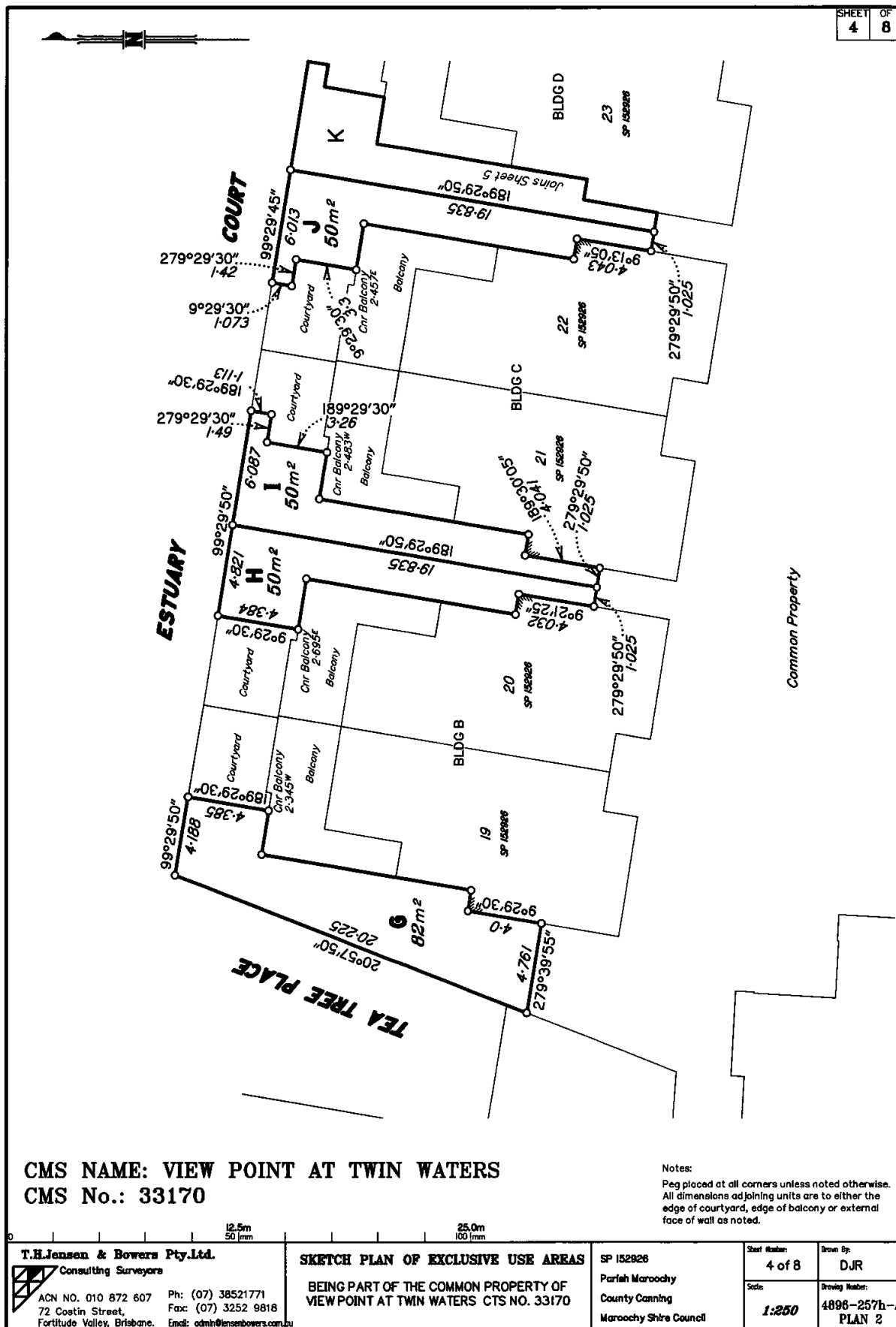


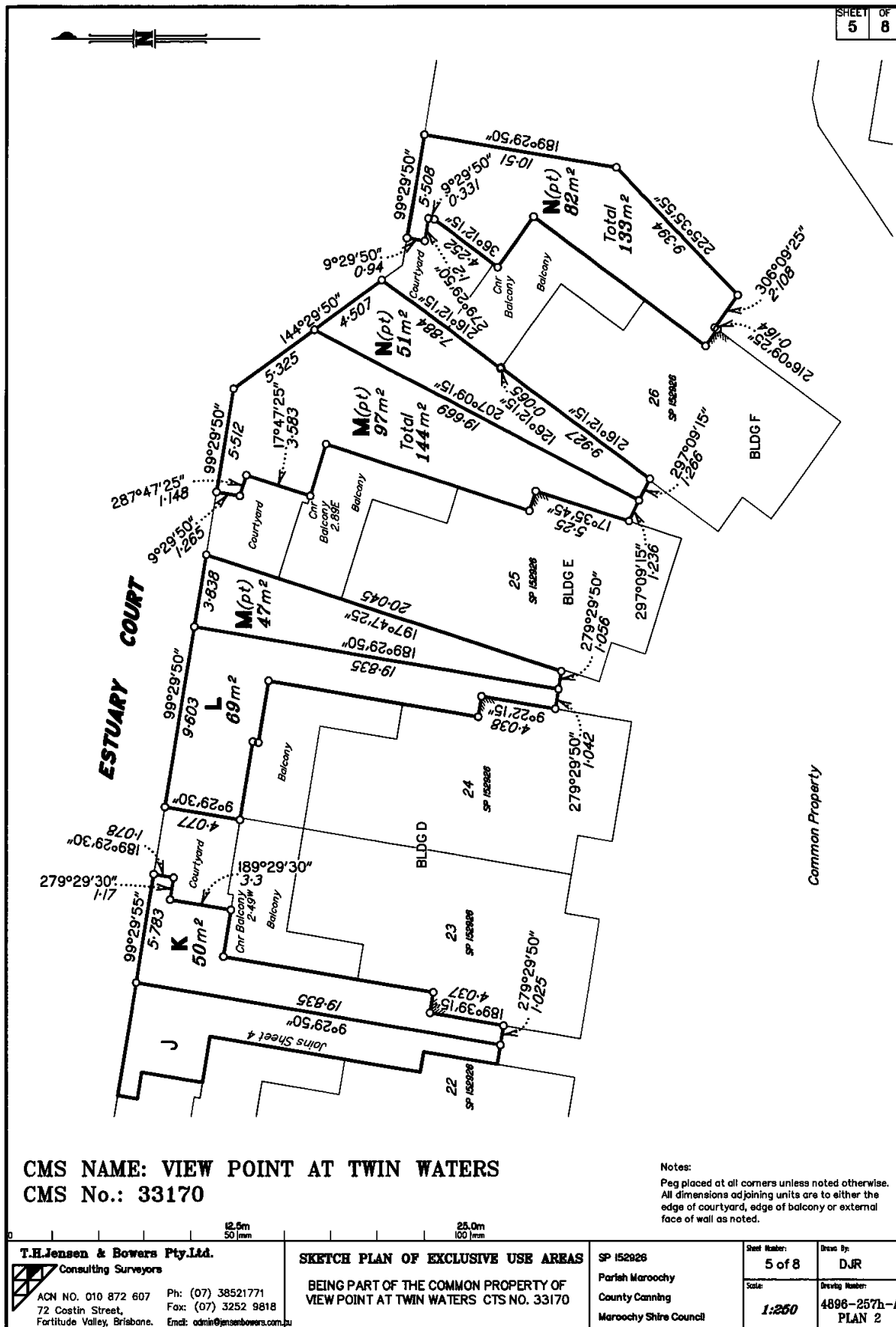




Notes:
Peg placed at all corners unless noted otherwise.
All dimensions adjoining units are to either the edge of balcony or external face of wall as noted.
Exclusive Use Areas A-F restricted in height to the floor level of lots 7-12 on SPI52926 (Level B) respectively.
Exclusive Use Area O is over the Lift on levels A-E

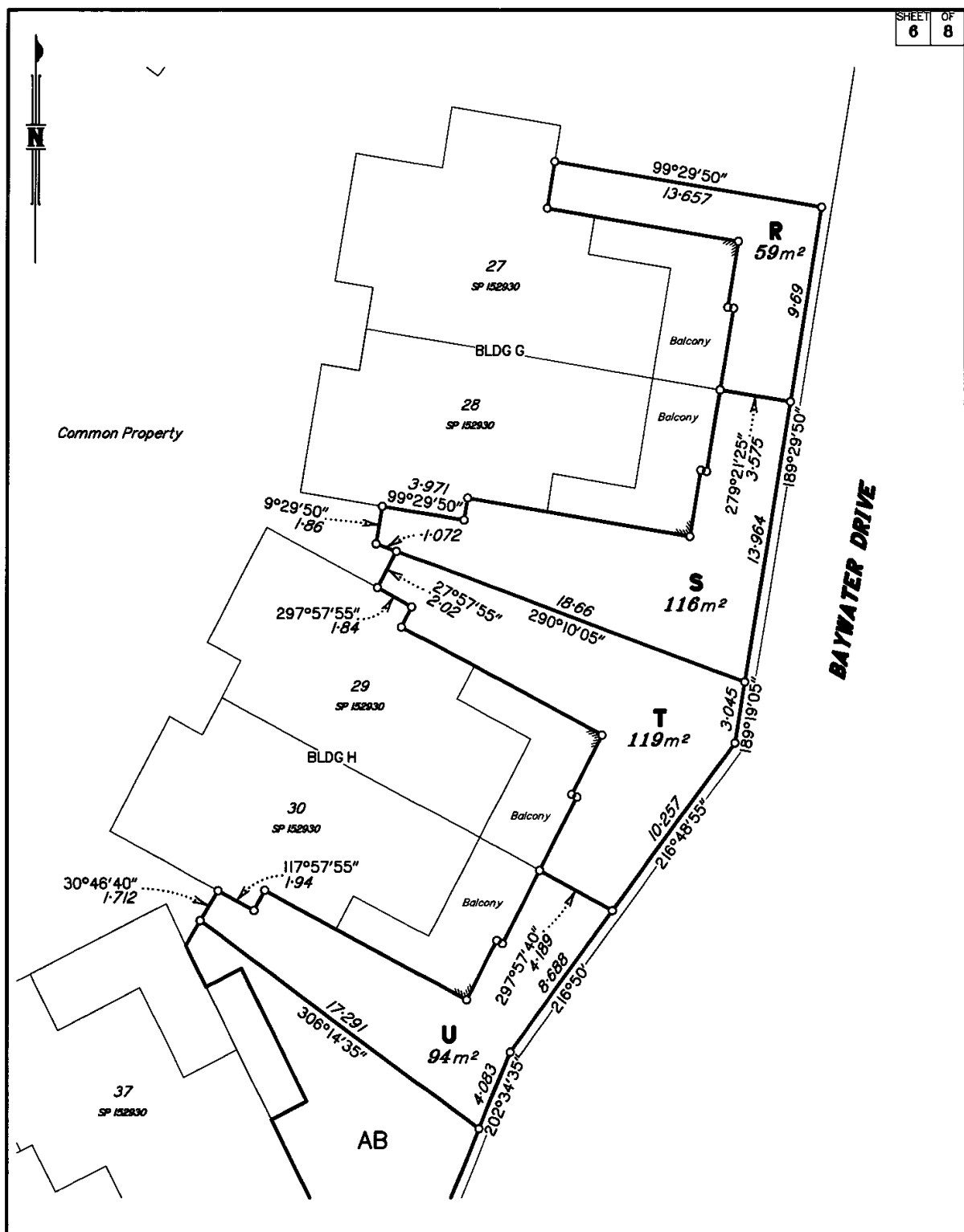
4896-257h-A
PLAN 2






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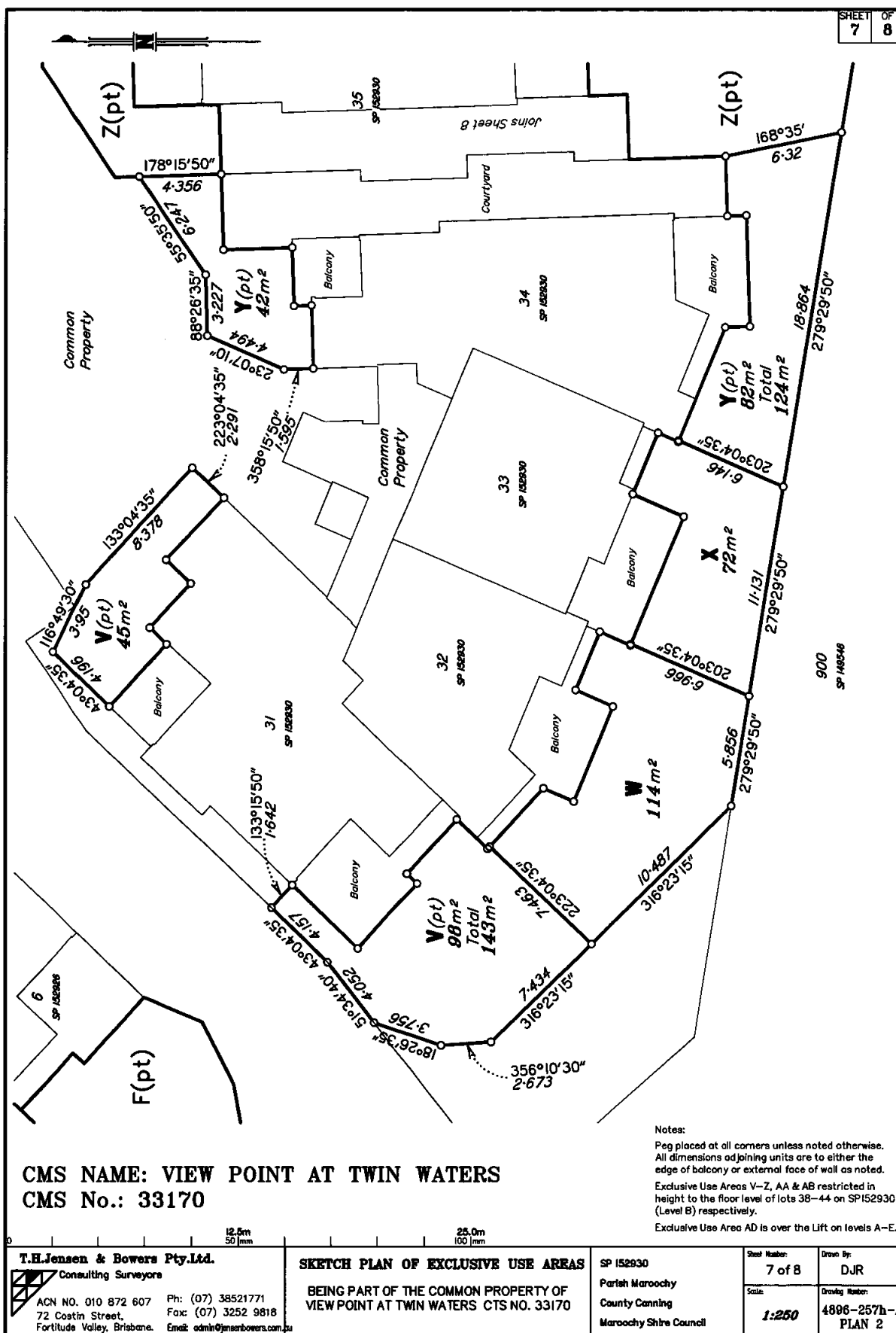
SHEET 6 OF 8



CMS NAME: VIEW POINT AT TWIN WATERS
CMS No.: 33170

Notes:
Peg placed at all corners unless noted otherwise.
All dimensions adjoining units are to either the edge of balcony or external face of wall as noted.

		12.5m 50 mm		25.0m 100 mm		edge of balcony or external face of wall as noted.	
T.H.Jensen & Bowers Pty.Ltd. Consulting Surveyors				SKETCH PLAN OF EXCLUSIVE USE AREAS			
 ACN NO. 010 872 607 Ph: (07) 38521771 72 Costin Street, Fax: (07) 3252 9818 Fortitude Valley, Brisbane. Email: admin@jensenbowers.com.au				BEING PART OF THE COMMON PROPERTY OF VIEW POINT AT TWIN WATERS CTS NO. 33170			
				SP 152930 Parish Maroochy County Canning Maroochy Shire Council		Sheet Number: 6 of 8 Scale: 1:250	
						Drawn By: DJR Drawing Number: 4896-257h-A PLAN 2	

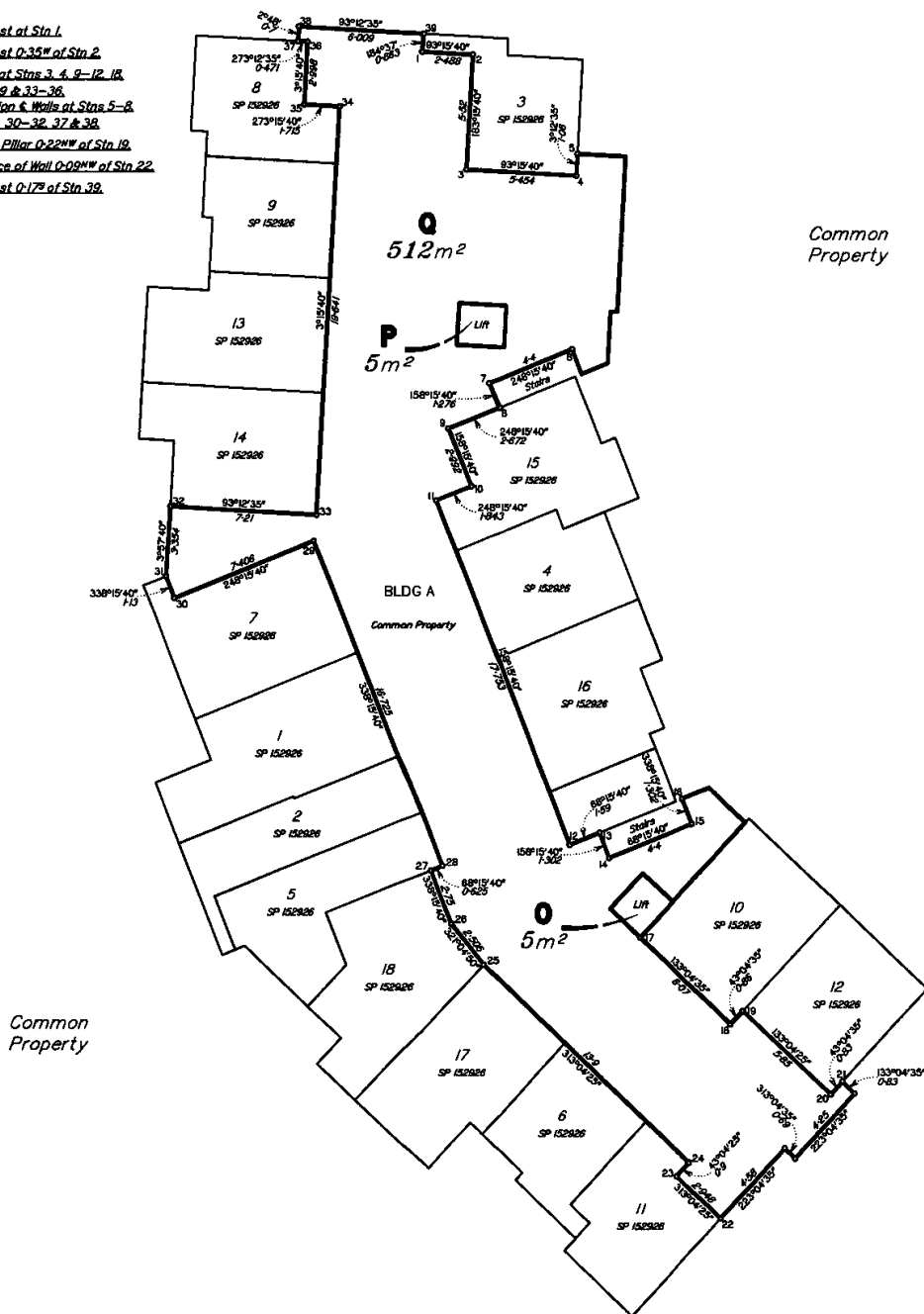




Drawing Number:
4896-257h-A
PLAN 2

LEVEL A

Can GI Post at Stn 1.
 Can GI Post 0.35m of Stn 2.
 Drill Hole at Stns 3, 4, 9-12, 18,
 20, 23-29 & 33-36.
 Intersection of Walls at Stns 5-8,
 13-17, 21, 30-32, 37 & 38.
 Can Conc Pillar 0.22m of Stn 19.
 Nail in Face of Wall 0.09m of Stn 22.
 Can GI Post 0.17m of Stn 39.




CMS NAME: VIEW POINT AT TWIN WATERS
 CMS No.: 33170

I, David George BURKE, Cadastral Surveyor, certify
 the details shown on this plan are correct.

D. G. Burke

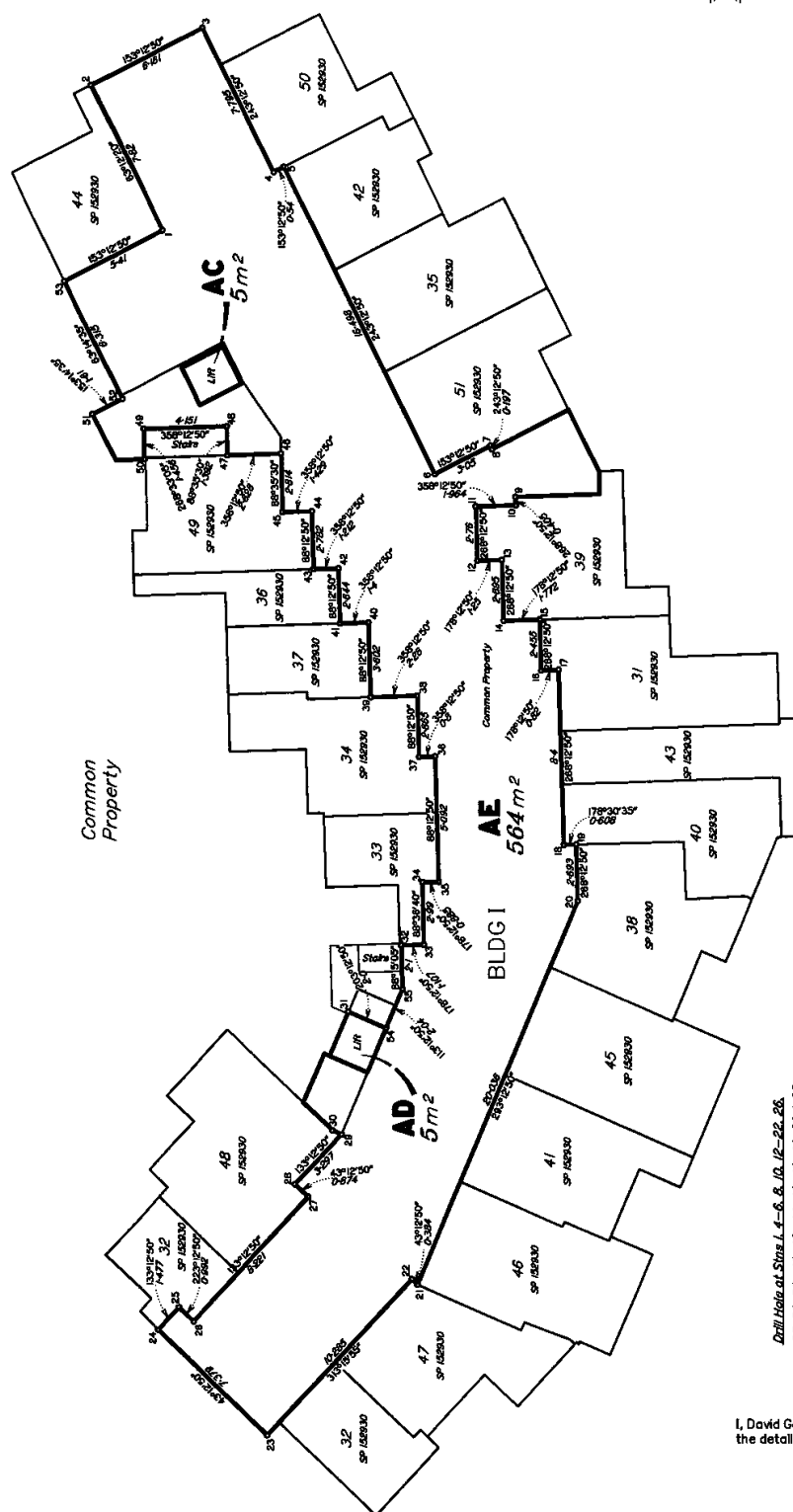
Cadastral Surveyor

Date: 17/08/04

15-Qm 50 [mm]		30-Qm 100 [mm]									
 <p>72 South Street Fortitude Valley, Qld. 4006 PO Box 700 Spring Hill, Qld. 4004 Telephone : (07) 3852 1771 Facsimile : (07) 3252 9818 Email : info@jovanbrown.com.au</p> <p>Jovan Brown Consulting Surveyors Pty Ltd. ABN 12 090 852 263</p> <p>Property Development Consulting</p>		<p>SKETCH PLAN OF EXCLUSIVE USE AREAS</p> <p>BEING PART OF THE COMMON PROPERTY ON LEVEL A, BUILDING A, OF VIEW POINT AT TWIN WATERS CTS NO. 33170</p>		<p>SP 152926 Parish - Maroochy County - Canning Maroochy Shire Council</p>		<table><tr><td>Sheet Number: 1 of 1</td><td>Drawn By: ARW</td></tr><tr><td>Scale: 1:300</td><td>Drawing Number: 4896-258b-</td></tr></table>		Sheet Number: 1 of 1	Drawn By: ARW	Scale: 1:300	Drawing Number: 4896-258b-
Sheet Number: 1 of 1	Drawn By: ARW										
Scale: 1:300	Drawing Number: 4896-258b-										

LEVEL A

CMS NAME: VIEW POINT AT TWIN WATERS
CMS No.: 33170



Drill Hole at Sina 1, 4-6, 8, 10, 12-22, 26,
35, 36, 38-40, 42-44, 46, 48, 49, 52 & 55,
Can GI Post of Sina 2
Intersection & Walls at Sina 3, 8,
9, 23, 29-34, 47, 50, 51, 53 & 54,
Intersection & Walls of Sina 7,
Can Conc Pillar 0-237m of Sina 11,
Can GI Post at Sina 25,
Can Conc Pillar 0-181m of Sina 28,
Can Conc Pillar at Sina 32,
Can Conc Pillar 0-48m of Sina 41 & 45.

I, David George BURKE, Cadastral Surveyor, certify
the details shown on this plan are correct.

D. G. Burke

Cadastral Surveyor

Date: 17/08/04



72 Oatley Street
Fortitude Valley, Qld. 4006
PO Box 709
Spring Hill, Qld. 4004
Telephone : (07) 3822 1771
Facsimile : (07) 3252 9818
Email : info@james-scouse.com.au
James Scouse Consulting Surveyors Pty. Ltd.
ABN 62 016 462 863

SKETCH PLAN OF EXCLUSIVE USE AREAS

BEING PART OF THE COMMON PROPERTY OF
LEVEL A, BUILDING I, ON
VIEW POINT AT TWIN WATERS CTS NO. 33170

SP 152930

Parish - Maroochy

County - Canning

Maroochy Shire Council

Sheet Number:

1 of 1

Drawn By:

ARW

Scale:

1:300

Drawing Number:

4896-259b-A