

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

This statement incorporates and must include the following:

Office use only

- 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

CMS LABEL NUMBER

1. Name of community titles scheme Azure Sea - Residential Units Community Titles Scheme No. 35302	2. Regulation module Accommodation
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3. Name of body corporate
Body Corporate for Azure Sea - Residential Units Community Titles Scheme No.35302

4. Scheme land	
Lot on Plan Description Common Property of Azure Sea - Residential Units C.T.S. No. 35302	Title Reference 50605747
Lots 1 to 30 in SP 165665	50605748 - 50605777

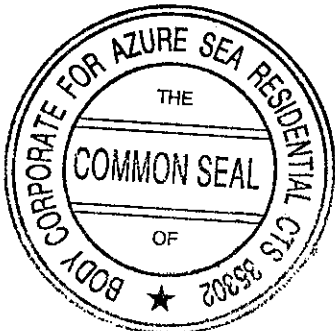
5. Name and address of original owner # Not applicable	6. Reference to plan lodged with this statement Not applicable
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first community management statement only

7. Local Government community management statement notation
Not required pursuant to §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



3.1.11 17. *Christine Hildebrand*
 Execution Date Mrs Christine Hildebrand *Execution
 Treasurer

21.11 2017 *Robert Houlison*
 Execution Date Mr Robert Houlison - Chairperson *Execution

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

SCHEDULE A	SCHEDULE OF LOT ENTITLEMENTS	
Lot on Plan	Contribution	Interest
Lot 1 on SP 165665	25	25
Lot 2 on SP 165665	20	20
Lot 3 on SP 165665	20	20
Lot 4 on SP 165665	25	25
Lot 5 on SP 165665	25	25
Lot 6 on SP 165665	20	20
Lot 7 on SP 165665	20	20
Lot 8 on SP 165665	25	25
Lot 9 on SP 165665	25	25
Lot 10 on SP 165665	20	20
Lot 11 on SP 165665	20	20
Lot 12 on SP 165665	25	25
Lot 13 on SP 165665	25	25
Lot 14 on SP 165665	20	20
Lot 15 on SP 165665	20	20
Lot 16 on SP 165665	25	25
Lot 17 on SP 165665	25	25
Lot 18 on SP 165665	20	20
Lot 19 on SP 165665	20	20
Lot 20 on SP 165665	25	25
Lot 21 on SP 165665	25	25
Lot 22 on SP 165665	20	20
Lot 23 on SP 165665	20	20
Lot 24 on SP 165665	25	25
Lot 25 on SP 165665	30	30
Lot 26 on SP 165665	30	30
Lot 27 on SP 165665	30	30
Lot 28 on SP 165665	30	30
Lot 29 on SP 165665	30	30
Lot 30 on SP 165665	30	30
TOTALS	720	720

Explanation of Contribution Schedule Lot Entitlements

The contribution schedule lot entitlements for the scheme are not equal. As required by s49 of the *Body Corporate and Community Management Act 1997*, the contribution lot entitlements for the scheme have been allocated having regard to:

- I. the structure of the scheme;
- II. the nature of the features and characteristics of the lots in the scheme; and
- III. the purpose for which the lots are used.

On the basis of these factors it is just and equitable for there to be a minor variation in the contribution schedule lot entitlements for the scheme. The contribution schedule lot entitlement for each lot varies between a minimum of 20 and a maximum of 30. The 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, body corporate 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. When allocating

the lot entitlements to be included in the lot entitlement contribution schedule, each of the factors stated above impacts on the allocation in the following ways:

1. Structure of the Scheme

The community titles scheme is a basic community titles scheme. The common property facilities (for example: major thoroughfares/corridors and landscaping) are part of the community titles scheme.

2. Nature features and characteristics of the lots in the Scheme

All of the lots are used for residential purposes, and are part of a building on a building format plan. The body corporate is only responsible for the repair and maintenance of common property within its scheme. This includes the common walkways, lift and lift well, external walls and windows of the building, roof, utility infrastructure and utility services. In allocating the contribution schedule lot entitlements, the following features or characteristics of lots in the scheme increase the burden the lots places on the body corporate expenditure for the maintenance, cleaning and repair of the common property on the following bases:

- (i) The external common property that benefits the lot. The external surface area of the lot, which as part of the common property comprises, amongst other things: the exterior walls which require painting and maintenance, aluminium balustrade, window frames and fittings and glass, metal screens and louvers, roofing membrane and materials. The greater the exposure of the lot to the common property, the greater entitlement. Therefore units that need a greater perimeter of external wall have a greater lot entitlement and contribution.
- (ii) The internal common property that benefits the lot. The internal common property comprises, amongst other things, fire prevention and extinguishments equipment (such as booster pump), common area flooring and electrical wiring. These all require maintenance and replacement. Therefore units that enjoy a greater amount of these, especially with regard to special authority or exclusive use to enjoy areas that benefit from this property, have a greater lot entitlement and contribution.

3. The purpose for which 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.

SCHEDULE B	EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND
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This is a Subsidiary Scheme in accordance with the layered arrangement identified in the Principal Scheme of Azure Sea - Principal CTS 35220.

SCHEDULE C	BY-LAWS
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1. Damage to lawns, etc. on Common Property

An owner or occupier of a lot shall not:

- 1.1 Damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon Common Property; or
- 2.1 Except with the consent in writing of the Body Corporate, use for his own purposes as a garden any portion of the Common Property.

2. Damage to Common Property

An owner or occupier of a lot shall not mark, paint, drive nails or screws or the like into, or otherwise damage, deface or alter any structure or construct any structures that forms part of the Common Property except with the consent in writing of the Body Corporate, but his By-Law does not prevent an owner or person authorised by him from installing:

- (a) Any locking or other safety device for protection of his lot against intruders; or

- (b) Any screen or other device to prevent entry of animals or insects upon his lot

provided that any locking or other safety device, or as the case may be, screen or other device (other than that provided by the original developer) is of a colour as approved by the body corporate, is constructed in a workmanlike manner, is maintained in a state of good and serviceable repair by the owner and does not detract from the amenity of the building.

3. Appearance of Building

- (a) An owner or occupier of a lot shall not, without the consent in writing of the Body Corporate, hang any washing, towel, bedding, clothing or any other article or display any sign, advertisement, placard, banner, pamphlet or like matter on any part of his lot in such a way as to be visible from outside the building.
- (b) No television, radio or other aerial, antennae, dish, tower, or other transmitting or receiving structure or any other similar devices shall be erected, installed, placed or maintained upon the outside of the building without the prior consent in writing of the Body Corporate.
- (c) No external blinds, canopies, awnings or pergolas shall be erected, constructed or placed or permitted to remain upon the outside of the building without the prior consent in writing of the Body Corporate.
- (d) An owner or occupier of all to shall keep clean all glass in windows and doors (including so much thereof as is Common Property) and if any such glass is broken or cracked he shall, at his own expense, replace the broken or cracked glass with fresh glass of the same kind and weight as at present.
- (e) An owner or occupier of a lot shall not hang curtains visible from outside of his lot unless those curtains have a backing of such colour and design as shall be approved in writing by the Body Corporate. An owner or occupier of a lot shall not install, renovate, and/or replace any curtain backing, or window tinting without the colour and design of the same being first approved in writing by the Body Corporate. In granting such approval the Body Corporate shall ensure that the curtain backings and window tinting used in all of the lots is in keeping with the amenity of the building.
- (f) An owner or occupier of a lot shall not, without the prior written consent of the Body Corporate, do or permit anything to be done, or maintain within his lot or outside of his lot anything visible from the outside of his lot, that is not in keeping with the amenity of the building.
- (g) An owner or occupier of a Lot shall not in any way alter the exterior appearance of the Lot, including the garden and grounds (if any) nor cause to be constructed or placed upon any part of the Lot any materials or items which the Committee reasonably considers to be unsightly or detracting from the appearance of the Unit.
- (h) To assist in any determination by the Committee as to what is unsightly or detracts from the appearance of the Unit the Committee should, in appropriate circumstances, seek the assistance and guidance of the original developer's architect.

4. Structural Alterations to Lots

An owner or occupier of a lot shall not make any structural alteration to his lot (including any alteration to gas, water, electrical installations and including the installation of any air-conditioning system) without the prior consent in writing of the Body Corporate. The Body Corporate shall be entitled to request copies of such plans and specifications as it might consider necessary to enable it to grant its approval and the owner or occupier of the lot shall comply with all such requests.

5. Maintenance of Lots

An owner or occupier of a lot shall maintain his lot in a clean condition and shall take all practical steps to prevent infestations by vermin and/or insects.

6. Depositing rubbish, etc, on Common Property

An owner or occupier of a lot 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 owner or occupier of another lot or of any person lawfully using the Common Property.

7. Not to litter

An owner or occupier shall not throw, or allow to fall, or permit or suffer to be thrown, or to fall, any paper, rubbish, refuse, cigarette butts, or other substance whatsoever, out of the windows, doors or down any staircase, from balconies from the roof or any common area. Any damage or costs for cleaning or repair caused by breach hereto shall be borne by the owner or occupier concerned.

8. **Obstruction**

An owner or occupier of a Lot shall not obstruct the lawful use of the Common Property by any person. Subject only to by-law 23, the pathways and driveways on the Common Property and any easement giving access to the Common Property shall not be obstructed by any such owner or occupier or used by them for any other purpose than the reasonable ingress and egress to and from their particular Lot.

9. **Nuisance**

No noxious or offensive trade or activity shall be carried on upon or in any Lot on the Common Property nor shall anything be done thereon which may be, or may become an annoyance or nuisance to the neighbourhood or which may be likely to interfere with the peaceful enjoyment of the owners and occupiers of other Lots or any other person lawfully using the Common Property in particular and without limiting the generality of the foregoing:-

- (a) No loud noises, noxious odours, exterior speakers, horns, whistles, bells or other sound devices (other than security or warning devices used exclusively for such purposes) noisy or smoking vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or items which may unreasonably interfere with television or radio reception of any residence shall be located used or placed on any portion of a Lot on the Common Property or exposed to the view of other owners or occupier without the prior written consent of the Body Corporate;
- (b) All musical instruments, wirelesses, radiograms, television sets, stereos and the like shall be controlled so that the sound arising there from shall be reasonable and not cause annoyance to other owners and occupiers of Lots in the Scheme;
- (c) Guests leaving after 10:00 pm shall be requested by their hosts to leave quietly and quietness shall also be observed when owners and occupiers return to their Units late at night or in the early morning hours;
- (d) In the event of any unavoidable noise in a Unit at any time the occupier or owner thereof shall take all practical means to minimise annoyance to other residents by closing all doors, windows and curtains of their Unit and also such further steps as may be within their power for the same purpose.

10. **Behaviour of Invitees**

An owner or 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 an owner or occupier of another lot or any person lawfully using Common Property.

11. **Motor Vehicles, Parking, Private Roads**

- (a) An owner or occupier of a Lot shall not park or stand any Motor Vehicle upon the Scheme except within the allocated area of exclusive use for purposes of parking without the written permission of the Body Corporate first being obtained.
- (b) The Body Corporate may, from time to time, designate particular parking areas upon the Common Property which may be used by owner or occupiers of a lot or their respective invitees or licensees and the day an/or the hours during which the same maybe used or may not be used by any such persons and for that purpose the Body Corporate shall be entitled to place and erect signs in and about the Common Property provided such signs are in keeping with the amenity of the parcel.
- (c) An owner or occupier of a lot shall observe and comply with all car parking signs erect upon Common Property and shall further observe and comply with all reasonable directions and request which they may from time to time receive from any car parking attendant employed or engaged by the Body Corporate for the purpose of supervising, controlling and regulating the parking of motor vehicles upon the Common Property.
- (d) An owner or occupier of a lot shall ensure that his invitees and licensees observe and comply with all car-parking signs erected upon Common Property.

- (e) An owner or occupier of a lot shall ensure that their invitees and licensees use the visitors car parking areas only for its intended purpose of casual parking and shall also ensure that their invitees and licensees observe and comply with all reasonable directions and request which they may from time to time receive from any car parking attendant employed or engaged by the Body Corporate for the purpose of supervising, controlling and regulating the parking of motor vehicles upon the Common Property.
- (f) No owner or occupier of a lot shall conduct repairs or restorations of any motor vehicle, boat, trailer, caravan or other vehicle upon any part of the Common Property except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility.
- (g) The private roads, pathways, driveways and other Common Property and any easement giving access to the parcel shall not be obstructed by any owner or occupier of a lot or any of their tenants, guests, servants, employees, agents, invitees or licensees of the owner or be used by them for any purpose other than the reasonable ingress to and egress from their respective lots or the parking areas provided.
- (h) An owner or occupier of a lot shall not drive or permit to be driven any motor vehicle in excess of two tonnes weight onto or over the Common Property other than such vehicles necessary to complete the construction and/or occupation of any lot erected on the parcel, and any motor vehicles entitled by any statutes and/or local authority ordinance.

12. **Speed Limits**

An owner or occupier of a Lot shall not exceed the speed limit nominated by the Committee from time to time (the "Speed Limit") while driving any Motor Vehicle on the Common Property and shall use his best endeavours to ensure that his invitees do not exceed the Speed Limit in such circumstances.

13. **Washing of Motor Vehicles**

Motor Vehicles are to be washed in such areas or areas as the Committee may from time to time nominate.

14. **No Additions**

Car parking Area or Fences. No owner shall erect, or cause or allow to be erected on any car parking area or on the Common Property any fence, wall, barrier or impediment without the written consent of the Committee.

15. **Use of Water**

An owner or occupier of a lot shall ensure that all water taps in his lot are properly turned off after use.

16. **Use of Waste Pipes and Drains**

An owner or occupier of a lot shall not use or permit to be used the water closets, conveniences and other water apparatus and other appurtenances contained in or upon the building or the Common Property including waste pipes and drains for any purpose other than those for which they were constructed or installed and no sweepings or rubbish or other unsustainable or deleterious substances shall be deposited therein. Any damage or blockage resulting from misuse or negligence shall be borne by the owner of the relevant lot whether the same was caused by his own actions or those of his occupiers, servants, agents, licensees or invitees.

17. **Garbage Disposal**

An owner or occupier of a lot shall:-

- (a) Save where the Body Corporate provides some other means of disposal of garbage, maintain within his 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 authority by-laws and ordinances in relation to the disposal of garbage; and
- (c) Ensure that the health, hygiene and comfort of the owner or occupier of any other lot is not adversely affected by his disposal of garbage.
- (d) On the day designated from time to time for collection of garbage to bring any garbage receptacle maintained within the or near his lot to such point or points as may be notified by the Body Corporate.

18. **Storage of flammable liquids, etc.**

An owner or occupier of a lot shall not, except with the consent in writing of the body corporate, use or store upon his lot or upon the Common Property any flammable chemical, liquid or gas or other flammable material, other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any such chemical, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

19. Source of Light and Power

An owner or occupier of a lot shall not use any form of light, power or heat other than electric current or gas supplied through metres, provided that this by-law shall not prevent the use of auxiliary power or lighting (other than an exposed flame) during any period of power failure or power restriction.

20. Overloading Electrical Circuits

- (a) An owner or occupier of a lot shall not install any electrical equipment in his lot that overloads the electrical service supplied through metres, provided that this By-Law shall not prevent the use of auxiliary power or lighting (other than an exposed flame) during any period of power failure or power restriction.
- (b) If the Body Corporate grants consent then any alterations which may be necessary to comply with the Body Corporate's insurer and any statutes, regulations, ordinances or by-laws relating thereto shall be effected and complied with by the owner requesting consent at his own cost and expense.
- (c) The owner requesting consent shall also be responsible for the payment of the Body Corporate's costs and expenses of and incidental to the granting of consent and the alterations.

21. Installation of Services

The Body Corporate has the power to:

- (a) Allow a person to install cabling, wiring, ducting, conduits, amplifiers, satellite dish and any other equipment necessary ("the Equipment") to allow the provision of cable television services, satellite services and similar services to the parcel; and
- (b) enter into agreements with the providers of cable television services, satellite services and similar services on the terms of the installation of the Equipment and provision of such services to the parcel.

22. Keeping of Animals

Subject to section 181, an owner or occupier of a lot shall not, without the approval in writing of the Body Corporate, keep any animal upon his lot or the Common Property.

23. Use of Lots

- (a) If:
 - a. there is a caretaking service contractor and letting agent for the Scheme, then they together are the Manager for the Scheme; or
 - b. there is no caretaking service contractor for the Scheme, but there is a letting agent for the Scheme then the letting agent is the Manager.
- (b) If there is a Manager for the Scheme, then the Body Corporate and the Manager may from time to time agree that a particular lot in the Scheme is nominated as the Manager's Lot.
 - a. At any one time there may only be one Manager's Lot.
 - b. The Manager's Lot may be any lot in the Scheme.
 - c. The Manager's Lot once agreed, remains the Managers Lot, unless and until the Body Corporate and the Manager agree.
- (c) Lots may only be used for residential purposes, except for the Managers Lot.
- (d) The Managers Lot may be used for either or both of:
 - a. residential purposes; and

b. the business/s of the Manager.

- (e) Whilst the Developer or their successors, assigns, or nominate remains an owner of any Lot in the parcel they and their respective servants and/or agents shall be entitled to utilise any Unit on the parcel of which it remains owner as a display Unit for the purpose of allowing prospective purchasers of any Unit upon the parcel to inspect such Unit and further shall be entitled to place such signs and other advertising and display material in and about the Unit or the Lot upon which the Unit is situated, and about the Common Property which signs shall in all respects be attractive and tasteful having regard to the visual and acoustic privacy of other Units and the general aesthetics and amenity of the parcel and shall not at any time and from time to time be more in terms of number and size than is reasonably necessary.
- (f) The businesses/s of the Manager may include, without limitation, management and/or caretaking of the Common Property or Lots in the Scheme, the Townhouses Scheme and the Principal Scheme and/or for the letting and/or sale of lots in the Scheme, the Townhouses Scheme and the Principal Scheme on behalf of the owners of lots and for the provision of goods and services to owners or occupiers of lots subject always to compliance with all legal requirements as the Body Corporate from time to time determine.
- (g) The Manager may display any such signs or notices on the Common Property for the purposes of offering for lease or for letting any lot in the Scheme, the Townhouses Scheme and the Principal Scheme provided such signs and notices are of a high quality consistent with the development of the parcel and have received the prior approval of the Body Corporate and comply with all relevant laws and regulations.

24. The Original Owner

The original owner (or its nominees) by its employees, agents, contractors and consultants shall be entitled to:

- (a) Construct, complete, improve or extend any buildings or facilities upon a Lot in order to complete all stages of development of the Scheme; and
- (b) To use the Common Property for the purpose of gaining access and egress either by foot or in vehicles and heavy machinery to such a Lot; and
- (c) Make improvements to the Common Property by, but not limited to, the construction of driveways, and parking bays, gardens and other infrastructure as required for the completion of the development in a manner consistent with the existing improvements.

25. Auction Sales

- (a) An owner or occupier of a lot shall not permit any auction sale to be conducted or to take place upon the parcel without the approval in writing of the Body Corporate.
- (b) An owner or occupier of a lot shall be permitted to conduct an auction sale from his lot subject to him first obtaining the written approval of the Body Corporate as to the manner, conduct and time of the auction.

26. Facilities on Common Areas

The Committee of the Body Corporate may make rules from time to time to regulate the use of the facilities available for use and situated upon the common areas including but not limited to the gymnasium. Rules made shall not be inconsistent with these By-Laws and the same shall be observed by the owners, their tenants, invitees and agents unless and until they are disallowed or revoked by a majority resolution at a general meeting of the owners.

26.1 Use of Swimming Pool

In relation to the use of the swimming pool (which may be part of the common area of the Azure Sea - Principal Community Titles Scheme) and adjacent areas an owner or occupier of a lot shall ensure:-

- (a) that his invitees and guests do not use the same or any of them unless he or another owner or occupier accompanies them;
- (b) that children below the age of 13 years are not in or around the same unless accompanied by an adult owner or occupier exercising effective control over them;
- (c) that alcoholic beverages are not taken to or consumed in or around the same;

- (d) that glass containers or receptacles of any type are not taken to or consumed in or around the same;
- (e) that he and his invitees shall exercise caution at all times and shall not run, or splash, or behave in any manner that is likely to interfere with the use and enjoyment of the pool by other persons; and
- (f) that no use is made of the swimming pool between the hours of 10:00 pm and 7:00 am.

26.2 Pool Area

The area surrounding the pool should not be used for social gatherings between the hours of 10:00 pm and 7:00 am without the consent of the Committee of the Body Corporate.

26.3 Maintenance of Swimming Pool

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

27. Observation of Duty

- (a) Subject to the provisions of the Act, the By-Laws for the time being in force bind the Body Corporate and the owners and any mortgagee in possession (whether by himself or any other person), lessee or occupier of a lot to the same extent as if these By-Laws have been signed and sealed by the Body Corporate and each owner and each such mortgagee, lessee and occupier respectively, and as if they contained mutual covenants to observe and perform all of these provisions of these By-Laws.
- (b) The duties and obligations imposed by these By-Laws on any owner of a lot shall be observed not only by the owner or occupier of a lot but also by their respective guests, servants, employees, agents, children, invitees and licensees.

28. Notice of Accidents

An owner or occupier of a lot shall give the Body Corporate proper notice of any accident to or defect in the water pipes, gas pipes, electrical installations or fixtures which come 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 reservation of the building as often as it may be necessary.

29. Severability

The provisions of these By-Laws shall so far as possible, be construed as severable provisions to the intent that where any such provision would, but for this By-Law, be invalid or unenforceable, then the remaining provisions of these By-Laws shall nevertheless be valid and enforceable.

30. Recovery of Money from an owner

- (a) Where it is necessary, in the discretion of the Body Corporate, to seek to recover from an owner of a lot any moneys that are owned by that owner to the Body Corporate whether under the Act or these By-Laws (and also including arrears of levies) then the Committee of the Body Corporate shall be entitled to recover such amount together with any amount expended by way of legal professional costs and outlays (including solicitor and own client costs) together with the costs of investigation and of service of process as a liquidated debt in an action in any court of competent jurisdiction from such owner.
- (b) Where the Body Corporate expends money to make good damage caused by a breach of the Act or these By-Laws by any owner or occupier of a lot or the servants, agents, invitees or licensees of an owner or any of them, then the Body Corporate shall be entitled to recover the amount so expended as a liquidated debt in an action in any court of competent jurisdiction from the owner of the lot at the time when the breach occurred.
- (c) The owner or occupier of a lot shall be liable to compensate the Body Corporate in respect of all damage to the Common Property or personal property vested in the Body Corporate caused by such owner or occupier or any of their respective licensees or invitees.

31. Signs

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

32. Resolutions signed by all Members Valid

A resolution in writing, signed by all the members of the Committee for the time being entitled to receive notice of a meeting on the members of the Committee, shall be as valid and effectual as if it had been passed at a meeting of the members of the Committee duly convened and held. Any such resolution may consist of several documents in like form, each signed by one or more of the members of the Committee.

33. Body Corporate Right of Access

- (a) An owner shall upon receiving one (1) days' notice in writing from the Body Corporate, allow the Body Corporate or any contractors, sub-contractors, workmen, servants, agents or other persons authorised by it the right of access to his lot (including the interior of his lot) for the following purposes:
- (i) Carrying out works or effecting repairs on mains, pipes, wires or connections of any water, sewerage, drainage, gas, electricity, telephone or other system or service whether to his lot or to an adjoining lot;
 - (ii) The reading of any electricity metres or sub-meters;
 - (iii) The installation, service, maintenance and repair of electricity metres or sub-meters, telecommunication apparatus (including cable network), fire hydrants and associated appliances; or;
 - (iv) The installation, service, maintenance and repair of any appliances for the general benefit of the Body Corporate or the owners as a whole which may be installed on any part of the building and which can only be installed, maintained, serviced or repaired by access through any lot.
 - (v) Carrying out inspections for termites.
- (b) If any owner or occupier refuses permission to enter his lot, then the Body Corporate or any contractors, sub-contractors, workmen, servants, agents or other persons authorised by it shall be entitled to use such force as may be necessary to enter the lot for the purposes indicated above provided however that when exercising any power of entry whether forcible or otherwise the Body Corporate shall ensure that its servants, agents, employees and workmen cause as little inconvenience to the owner or occupier as is reasonable in the circumstances.

34. Instructing Contractors

An owner or occupier of a lot shall not directly or indirectly instruct any contractors or workmen employed by the Body Corporate unless so authorised, and all requests for consideration of any particular matter to be referred to the Body Corporate, shall be directed to the Secretary of the Body Corporate.

35. Increase of Fire Risk

An owner or occupier of a lot shall not bring to, do or keep anything in his lot which may increase the rate of fire insurance on the building or any property on the parcel or which may conflict with the laws, regulations or ordinances relating to fires or any insurance policy on the building or any property on the parcel or the regulations or ordinance of any public authority for the time being in force.

36. Security of the Parcel

The Committee of the Body Corporate shall be entitled to make rules and regulations for the benefit of all owners regulating the security and the operation of it upon the parcel. Such rules and regulations shall not be inconstant with these By-Laws. The owners shall ensure compliance with such rules and regulations so made until the same shall have been revoked, amended or altered by a majority resolution of the Body Corporate in general meeting.

- (a) The Body Corporate may, but it shall not be obliged to, take all reasonable steps to ensure the security of the parcel and the buildings situated thereon from intruders or to preserve its safety from fire or other hazards and without limiting the generality of the foregoing may:-
- (i) Obtain, install and maintain locks, alarms, communications systems and other security devices; and

- (ii) Restrict by means of key or electronically operated security systems access to the parcel.
- (b) If the Body Corporate in the exercise of its powers under these By-Laws restricts the access of owners or occupiers to any part of the Common Property by means of any lock, electronic device or similar security device then it may make such number of keys or operating systems (as it determines) available to the owners free of charge and thereafter may at its discretion make additional numbers thereof available to the owners upon payment of such reasonable charge therefore as may be determined from time to time by the Body Corporate.
- (c) An owner of a lot to who any key or any operating system is given pursuant to these By-Laws shall exercise a high degree of caution and responsibility in making the same available for use by any occupier of a lot and shall take reasonable precautions (which shall include an appropriate the covenant in any lease or licence of a lot to any such occupier) to ensure return thereof to the owner or the Body Corporate upon the occupier ceasing to be an occupier.
- (d) An owner or occupier of a lot under whose possession any key or operating system referred to in these By-Laws has come shall not without the prior approval in writing of the Body Corporate duplicate the same or cause or permit the same to be duplicated and shall take all reasonable precautions to ensure that the same is not lost or handed to any person other than another owner or occupier and is not disposed of otherwise than by returning it to the Body Corporate.
- (e) An owner or occupier of a lot who is issued with a key or operating system referred to in these By-Laws shall immediately notify the Body Corporate if the same is lost or misplaced. The owners and occupiers of lots, together with their respective invitees and licensees acknowledge and understand that the Body Corporate is not an insure and that such owner and occupier and their respective invitees and licensees assume all risks and liabilities for loss or damage to persons, to lots and to the contents of lots.

37. Tents, Trailers and Temporary Structures

An owner or occupier of a lot shall not, without the consent in writing of the Body Corporate, place upon Common Property or upon his lot any tent, trailer or any structure of a temporary nature.

38. Exterior Fires

An owner or occupier of a lot shall not light or permit to be lit upon Common Property any external fires except barbecue fires that are contained within receptacles provided for such purpose and provided further that such barbecue fire does not create a fire hazard.

39. Notice to be observed

An owner or occupier of a lot shall observe the terms of any notice displayed on Common Property by the Body Corporate or any statutory authority.

40. Communication of Complaints

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

41. Infectious Diseases

In the event of any infectious disease which may require notification by virtue of any statute, regulation or ordinance happening in any lot then the owner or occupier of such lot shall give written notice thereof to the Body Corporate and shall pay to the Body Corporate the expenses incurred by the Body Corporate in disinfecting the premises of any part of the building required to be disinfected and replacing any articles or things the destruction of which may be rendered necessary by such disease.

42. Care of Improvements

- (a) The owner of each lot in the Scheme hereby jointly and severally appoint the Body Corporate as their agent to arrange and effect annual internal and external inspection of the improvements erected on each lot in the said plan and the Common Property for termite activity and to carry out any preventative treatment deemed necessary as the committee of the Body Corporate shall in its absolute discretion from time to time determine with a reputable and solvent pest control company. The said appointment shall be irrevocable

and shall be deemed to be effected by the registration of the owner on the Certificate of Title to the lots in the Building Format Plan in the office of the Registrar of Titles.

The Body Corporate shall be hereby empowered to collect as a levy upon the registered owner of each lot in the Scheme a contribution payable to the Administrative Fund to provide for the cost of annual inspections and a contribution payable to the sinking fund to provide for the estimated cost of preventative termite treatment in accordance with sub-section (a) of this by-law.

43. Use of Common Areas

- (a) An owner or occupier of a lot shall not permit children to play on common areas unless accompanied by an adult. Riding of bicycles, skateboards, scooters and roller blades on the roadway and playing of ball games is prohibited at all times.
- (b) Owners and occupiers of a lot shall respect the privacy of owners and occupiers of other lots within the scheme by restricting their use of the Common Property directly behind and to the side of other lots to that of an emergent nature and shall request their guests, servants or agents to do likewise.

44. Joint Facilities

The Body Corporate, in addition to the powers and authorities conferred upon it by or under the Act and elsewhere in these By-Laws shall have the power and authority to enter into any contractual or other arrangement with the registered owner for the time being of any parcel of land adjoining the parcel for the purpose of contributing to the cost of providing or maintaining any services or repairing and maintaining any equipment or facility to be used jointly in respect of the two parcels by the Body Corporate and the adjoining registered owner. Such an arrangement may, for example, relate to the use of gymnasium equipment by Lot owners and occupiers of Azure Sea – Townhouses Community Titles Scheme.

45. Self Help

- (a) In addition to any other remedies provided for in the Act and these By-Laws, the Body Corporate or its duly authorised agent, shall have the power and authority to abate or remove from the Common Property (or any part thereof), using such force as may be reasonably necessary, any erection, thing or condition which violates the Act or these By-Laws.
- (b) Unless an emergency situation exists, the Body Corporate shall give the violating owner or occupier reasonable written notice of its intention to exercise self-help.
- (c) The Body Corporate shall be entitled to recover the costs incurred in exercising self-help including legal professional costs and outlays (including solicitor and own client costs) as a liquidated debt in an action in any court of competent jurisdiction from the violating owner or occupier.

46. Exclusive Use By-Law

- (1) The proprietors of Lots identified in Schedule E are entitled to exclusive use of areas allocated therein and as identified on sketch plan marked "B" attached hereto. In the case of car spaces, the Body Corporate will continue to be responsible to keep these areas clean and tidy.
- (2) The proprietors of Lots identified in Schedule E are entitled to, with the prior approval of the Committee of the Body Corporate, erect a chain fence enclosure around the storage area provided always that a proprietor of a Lot shall not be entitled at any time to erect a chain fence or any other barrier around the car parking area.

47. Severability

It is held by a Court of competent jurisdiction that:-

- (1) any part of these By-Laws is void voidable illegal unenforceable or ultra-vires; or
- (2) these By-Laws would be void voidable illegal unenforceable or ultra-vires unless any part of these By-Laws were severed therefrom that part will be severable from and will not affect the continued operation of the remainder of these By-Laws.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED**1. Statutory Easements**

Each Lot and the Common Property in the Scheme is affected by the following statutory easements:

- (a) easement for lateral or subjacent support under Section 115N of the Land Title Act 1994;
- (b) easement for utility services and utility infrastructure in accordance with Section 115O of the Land Title Act 1994;
- (c) easement for utility services and utility infrastructure in accordance with Section 115P of the Land Title Act 1994;
- (d) easement for shelter in accordance with Section 115Q of the Land Title Act 1994;
- (e) easement for projections in accordance with Section 115R of the Land Title Act 1994;
- (f) easement for maintenance of building close to boundary in accordance with Section 115S of the Land Title Act 1994.

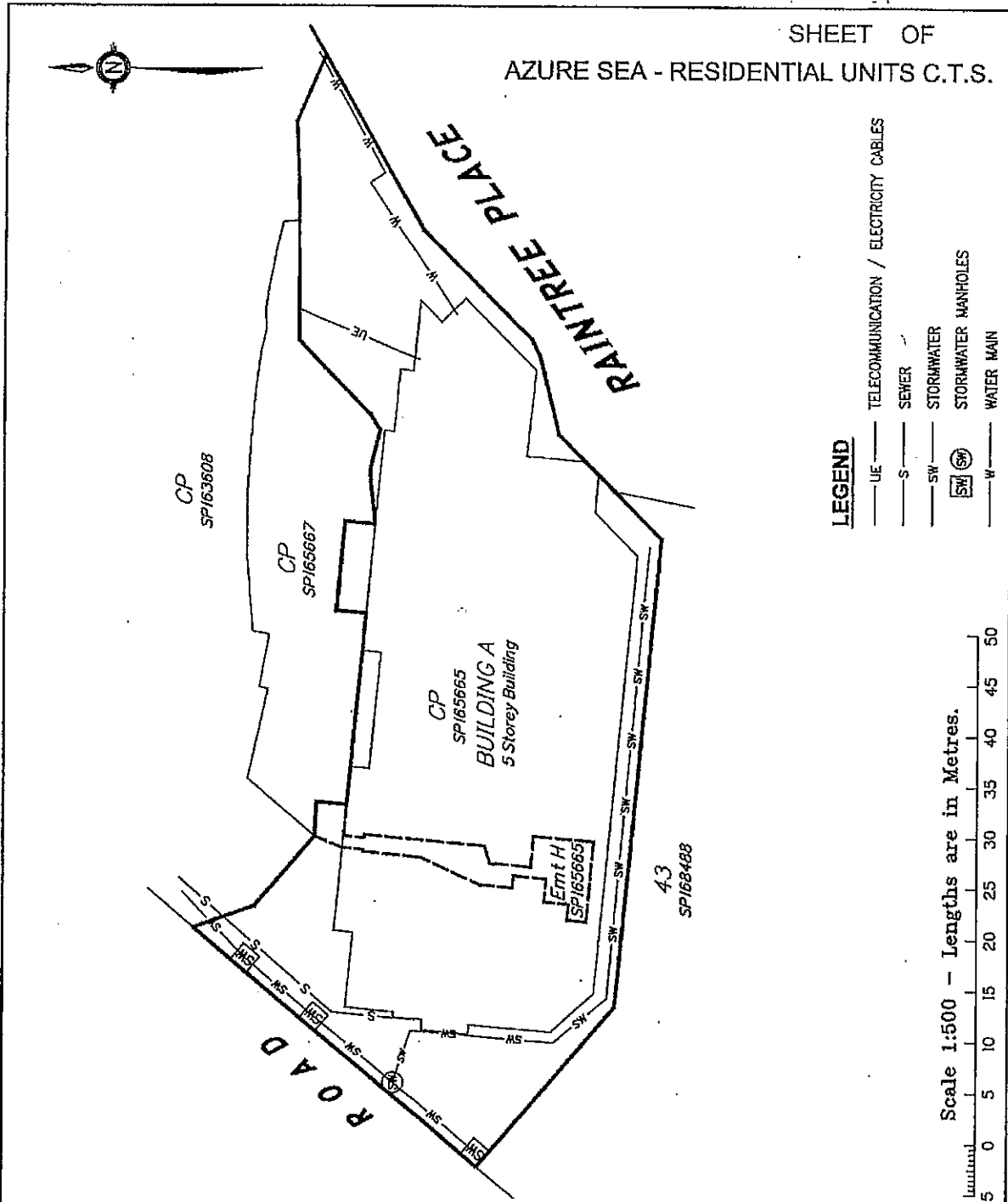
2. Services Location Diagram

Each Lot and the Common Property in the Scheme is affected by the Service Easements as indicated in the Services Location Diagram which is attached in Attachment "A".


SCHEDULE E	DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY
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Lot on Plan	Description	Use
Lot 1 on SP 165665	A & BA	Car Parking and Storage
Lot 2 on SP 165665	B & BB	Car Parking and Storage
Lot 3 on SP 165665	C & BC	Car Parking and Storage
Lot 4 on SP 165665	D & BD	Car Parking and Storage
Lot 5 on SP 165665	E & BE	Car Parking and Storage
Lot 6 on SP 165665	F & BF	Car Parking and Storage
Lot 7 on SP 165665	G & BG	Car Parking and Storage
Lot 8 on SP 165665	H & BH	Car Parking and Storage
Lot 9 on SP 165665	I & BI	Car Parking and Storage
Lot 10 on SP 165665	J & BJ	Car Parking and Storage
Lot 11 on SP 165665	K & BK	Car Parking and Storage
Lot 12 on SP 165665	L & BL	Car Parking and Storage
Lot 13 on SP 165665	M & BM	Car Parking and Storage
Lot 14 on SP 165665	N & BN	Car Parking and Storage
Lot 15 on SP 165665	O & BO	Car Parking and Storage
Lot 16 on SP 165665	P & BP	Car Parking and Storage
Lot 17 on SP 165665	Q & BQ	Car Parking and Storage
Lot 18 on SP 165665	R & BR	Car Parking and Storage
Lot 19 on SP 165665	S & BS	Car Parking and Storage
Lot 20 on SP 165665	T & BT	Car Parking and Storage
Lot 21 on SP 165665	U & BU	Car Parking and Storage
Lot 22 on SP 165665	V & BV	Car Parking and Storage
Lot 23 on SP 165665	W & BW	Car Parking and Storage
Lot 24 on SP 165665	X & BX	Car Parking and Storage
Lot 25 on SP 165665	Y & BY	Car Parking and Storage
Lot 26 on SP 165665	Z & BZ	Car Parking and Storage
Lot 27 on SP 165665	AA & BAA	Car Parking and Storage
Lot 28 on SP 165665	AB & BAB	Car Parking and Storage
Lot 29 on SP 165665	AC & BAC	Car Parking and Storage
Lot 30 on SP 165665	AD & BAD	Car Parking and Storage

Attachment "A"



Init	Date	Client
DA	28.02.06	AMG DEVELOPMENT GROUP PTY LTD
Drawn	KWL	Title
01.03.06		SERVICE LOCATION DIAGRAM
Checked	RDG	01.03.06
Horizontal Datum		Project
MGA		AZURE SEA - RESIDENTIAL UNITS C.T.S.
ZONE 55 WIDE SP165665		COMMON PROPERTY ON SP165665
Vertical Datum		Parish of Conway
N/A		County of Herbert
Scale: 1:500 (A4)		Date: 09.03.06

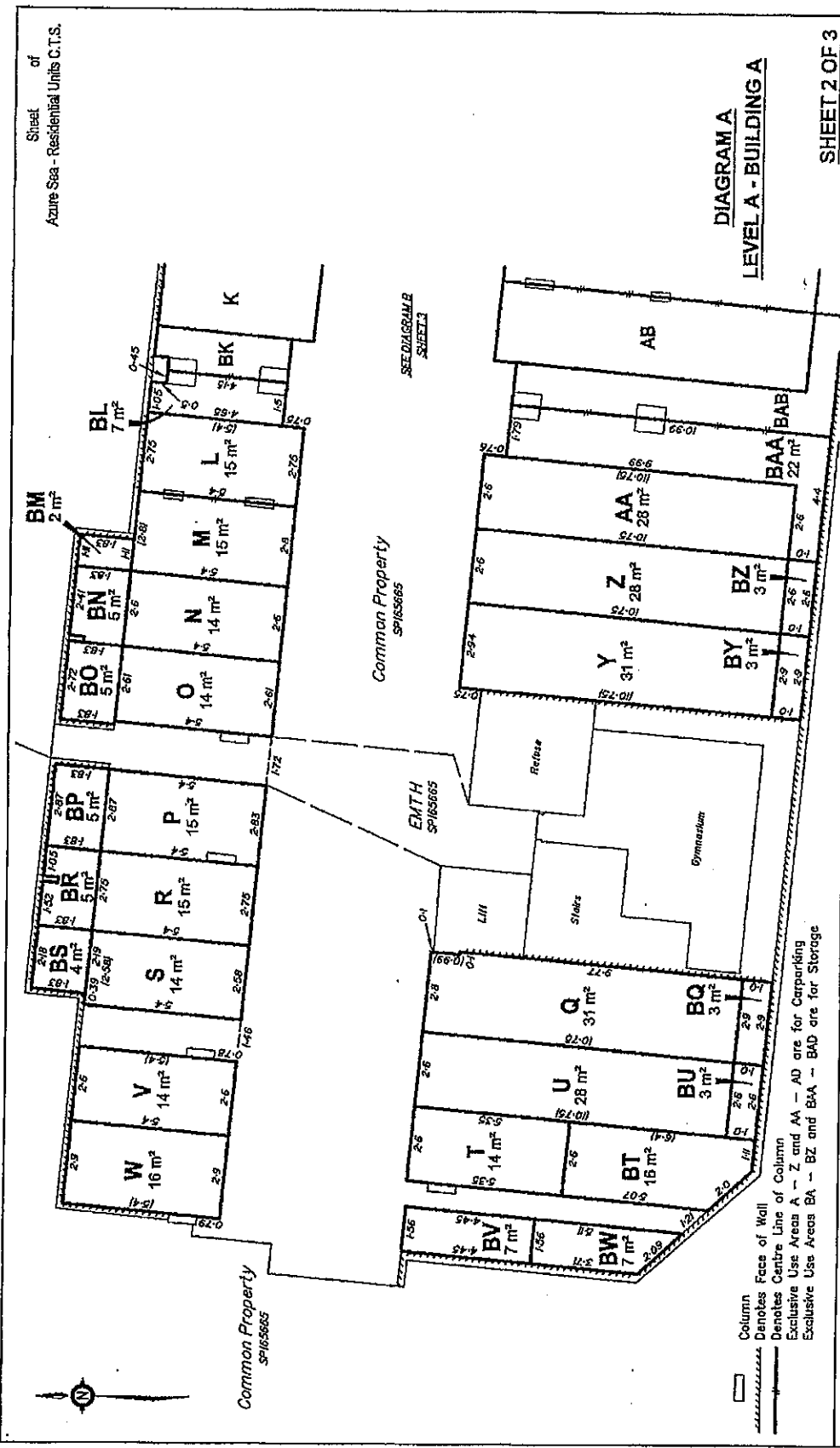
 **Pioneer Surveys** Pty Ltd

Address: P.O. Box 843, Airlie Beach QLD 4802
 Phone: (07)4948 5300 Fax: (07)4948 5301
 E-Mail: whitesundays@pioneersurveys.com.au

Drawing No.	Rev.
2864-SLD-02	B

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Sheet of
Azure Sea - Residential Units C.T.S.



Pioneer Surveys
CONSULTING SURVEYORS
LAND DEVELOPMENT CONSULTANTS
Address: P.O. Box 950, Millers Beach QLD 4822
Phone: (07) 4943 5200 Fax: (07) 4943 5301
E-Mail: millersbeach@pioneer-surveys.com.au

PLAN OF EXCLUSIVE USE AREAS
Within the Common Property of
Azure Sea - Residential Units C.T.S.
Common Property on SP165665
Rainforest Place - Millers Beach

Surveyed	DA	24.02.06	Horizontal Datum	MGA ZONE 55
Designed	RML	26.02.06	Vertical Datum	VIDE SP165665
Drawn	ROG	02.03.06	Contour Interval	
Field	CONWAY		County	HERBERT
Locality	MILLERS BEACH		Local Authority	WHITSUNDAY SHIRE

Scale	1:125	(A3)	Date	09.03.06	Job	2884
Scale	1:125	(A3)	Date	09.03.06	Job	2884

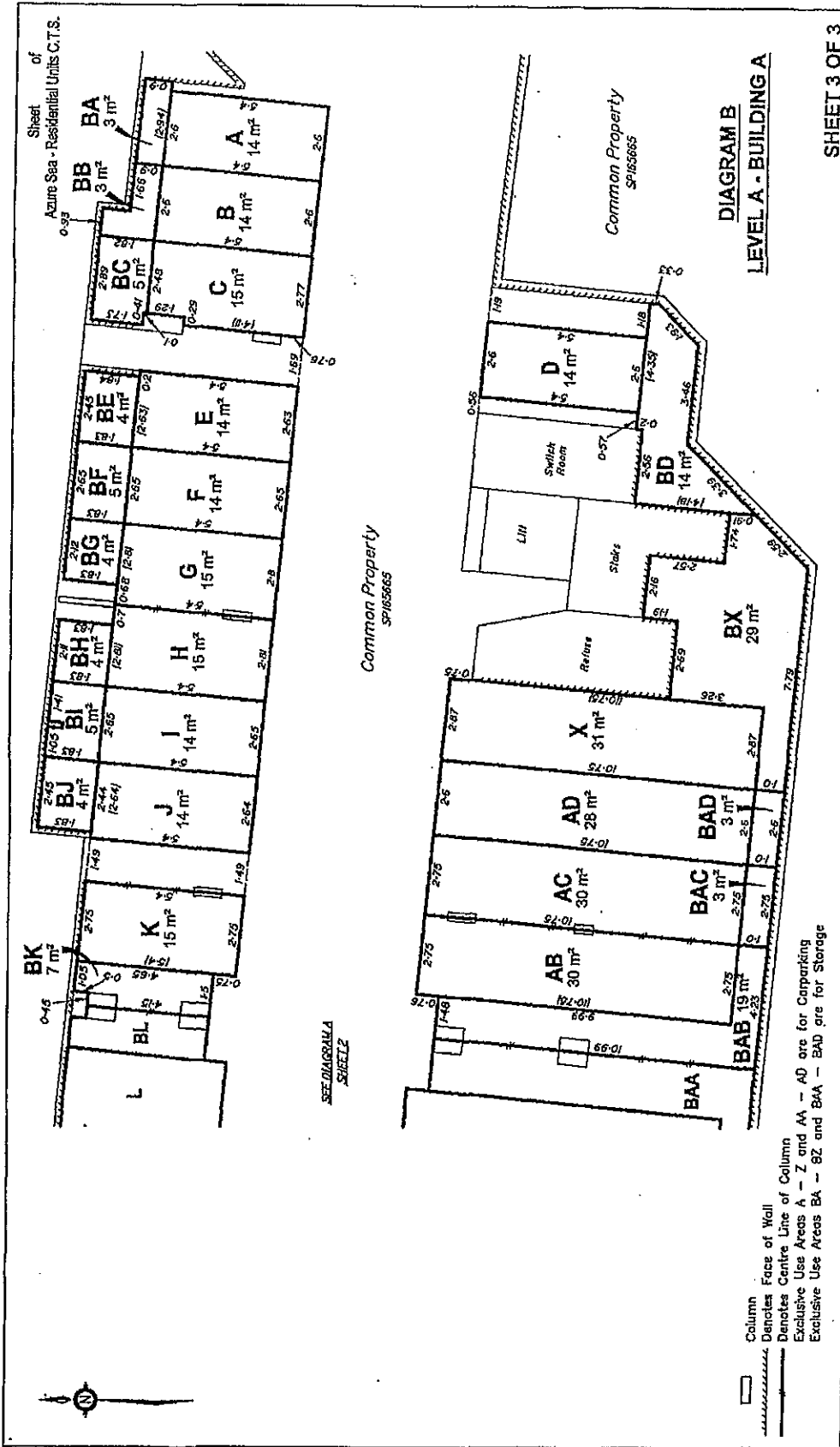
Scale 1:125 - Lengths are in Metres.

0 1 2 3 4 5 6 7 8 9 10 11 12 13

Metres

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2864-EU-01
C



SHEET 3 OF 3

Pioneer Surveys
INCORPORATED

CONSULTING SURVEYORS
LAND DEVELOPMENT CONSULTANTS

Address: P.O. Box 943, Aisle Beach QLD 4802
Phone: (07) 4948 8300 Fax: (07) 4948 8301
Email: info@pioneersurveys.com.au

PLAN OF EXCLUSIVE USE AREAS

Within the Common Property of
Azure Sea - Residential Units C.T.S.
Common Property on SP165665
Rainforest Place - Aisle Beach

Scale: 1:125 (A3) Date: 09.03.06 Job: 2864

Surveyed	Date	Horizontal Datum	Origin
DA	24.02.06	MGA ZONE 65	5590
Designed		VIDE SP165665	
Drawn	KWL 28.02.06	LandStation	
Checked	ROG 02.03.06	Colour internet	
Project	CONWAY	County	HERBERT
Locality	ARLIE BEACH	Local Authority	WHITSUNDAY SHIRE

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