

WATERS EDGE ON THE BROADWATER

Welcome Pack

March 2023



*On behalf of the Body Corporate and Building Management
we welcome you to Waters Edge on the Broadwater.*

*We hope that you find this Welcome Pack useful when
settling in.*

*We trust you will enjoy living at Waters Edge and
we welcome any contributions you wish to make.*

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Appendix A – By-laws

1 THE COMPLEX

Waters Edge on the Broadwater comprises of two buildings with the main building (Building 1) containing 49 one and two bedroom apartments across seven levels. The second building (Building 2) has 8 boutique villas spread across four floors. There are 57 apartments in total. The buildings are commonly referred to as Tower 1 and Tower 2.

1.1 Mailing Address / Letterbox

Letterboxes for all apartments are located on the ground floor beside the lift. Your letter box number is designated in the CTS to your unit number. To ensure that your mail is delivered to you correctly it should be addressed as per the following example.

Addressing your mail:

<Insert Your Name>
<Insert Your Unit Number>
438 Marine Parade
Biggera Waters Qld 4216

Example:

Mr Joe Blogs
Unit 1405
438 Marine Parade
Biggera Waters Qld 4216

Mail is delivered outside the building and is distributed to individual mail boxes by Building Management. Delivery / courier drivers do not have access into the foyer so parcels may not be delivered if no one is home at the time. Residents will be required to make alternative arrangements for delivery.

2 BUILDING MANAGEMENT / CARETAKER

Building Management (Caretaker/s) are responsible for the day to day running of the complex including all repairs, maintenance and resident issues.

The Body Corporate has entered into a Caretaking Agreement. The Building Manager (Caretaker) resides on-site to either perform or to supervise the onsite caretaking of the common property. The caretaking services are specified in the Caretaking Agreement. Secondly, the Body Corporate also gives the Caretaker the right to run an on-site letting business for the Owners that wish to take advantage of this service. The Caretaker is available at the complex or contactable by phone. Calls/emails should be made/sent to the Building Manager (Caretaker):

Contact: Mike Bell
Mobile: 0433 640 246
Email: info@watersedgeonthebroadwater.net.au

Building Management can seek approval to have a nominee carry out this work on their behalf.

3 BODY CORPORATE INFORMATION

3.1 Body Corporate

All apartments in the building are strata titled. As an owner of an apartment, you are the owner of a lot within the Body Corporate - a separate legal entity governed by legislation, which represents all the apartment owners in Waters Edge. Areas which do not form part of an individual apartment are known as common property. These include areas such as the apartment building entry lobbies, lifts, fire stairs, bbq area, spa/pool and services contained within property boundaries, as well as landscaped gardens. The common property is owned by the Body Corporate, and all owners contribute financially to the maintenance of these areas.

3.2 Body Corporate Manager

The Body Corporate Manager is engaged by the Body Corporate to provide administrative services and is the contact in regard to levy enquiries and payments. Body Corporate Services (BCS) has been appointed as the Body Corporate Manager for a fixed fee and period. The appointed Strata Managers for our scheme are Ms Rebekah Hall and Ms Debi Cobb, contact details below:

Strata Manager:	Ms Rebekah Hall
Address:	26 Marine Parade, Southport Qld 4215 PO Box 444, Broadbeach Qld 4218
Phone:	07 5509 6666
Email:	rebekah.hall@bcssm.com.au
Web:	https://picagroup.com.au/subsidiary/bcs-qld/contact-us/southport/
Assistant Strata Manager:	Ms Debi Cobb
Phone:	07 5509 6666
Email:	debi.cobb@bcssm.com.au

If you are a new Owner please check that BCS have been notified of the change of ownership and have updated their records to enable levies and notices to be issued to you. This includes your preferred communication method for correspondence ie by post or email.

3.3 How Does the Body Corporate Make Decisions?

You, the Owners, may make decisions for the Body Corporate in two ways. At a meeting of all the Owners called a General Meeting or at a meeting of the Committee for the Body Corporate.

All Owners are given the opportunity to participate in making the most important decisions for their Body Corporate, at a General Meeting. Resolutions passed at Annual General Meetings include the confirmation of the annual accounts, setting of budgets and contributions and any other issues that require a General Meeting resolution. The election of the Committee also takes place at the Annual General Meeting.

3.4 The Committee

The Committee acts as the executive arm of the body corporate and is made up of the following members: Chairperson, Secretary, Treasurer and Ordinary Members – 7 members in total.

Committee members are representatives of all Owners, not just themselves. The Committee makes decisions in relation to the day to day management and administration of the Body Corporate. To contact the Committee please direct your correspondence to Building Management who will forward the correspondence on to the nominated Chairperson.

Committee meetings are held regularly throughout the year. Non-committee members are welcome to attend as observers and must give 24 hours written notice to the Body Corporate Manager. Notice and Agenda of Committee Meetings are issued to all owners 7 days before the meeting and minutes are distributed 21 days following the meeting.

3.5 Levies – Administration and Sinking Fund

Owners are required to pay levies to the Body Corporate to ensure it has sufficient funds to meet its financial commitments in any given financial year. The Annual General Meeting will set a rate of contribution per unit of lot entitlement based on the budgets for the Administration and Sinking Fund. Then each lot's share is the rate multiplied by the amount of lot entitlements. The schedule of Unit Entitlements is outlined in the Plan of Subdivision.

- **Administrative Fund** – is for regular reoccurring expenditure and includes payment to service contractors, on-going maintenance and repairs, and the upkeep of common property.
- **Sinking Fund** – is where contributions are collected specifically for spending of a capital or non-recurrent nature, and for the periodic replacement of major items of a capital nature. This fund may not be used for any other purpose, and money from it may not be transferred to the administration fund under any circumstances.

Levies are issued for a four-month period three times a year and discounts apply for on-time payment. Levy periods are as follows:

- 1 March to 30 June (Due: 1 March)
- 1 July to 31 October (Due: 1 July)
- 1 November to 28 February (Due: 1 November)

Levy notices are issued by BCS usually six weeks in advance of the due date.

3.6 By-laws

By-laws are a set of “rules” that have been created to ensure a cohesive living environment. The by-laws should have been provided to you at time of purchase. A copy of the by-laws can be found at [Appendix A](#).

3.7 Insurances

The Body Corporate has an insurance policy which covers Body Corporate property. The Body Corporate must maintain a certain level of public risk insurance for the common property (not within the lots) and other relevant Body Corporate assets. This is to protect against such events as “slip and fall” cases. Owners should arrange their own Contents insurance policy.

3.8 Moving In & Out

Please notify Building Management when moving in/out. A minimum of 48 hour’s notice must be provided. Building Management will organise lift protectors for your use. Please take care not to damage lifts, entry doors, ceilings, light fittings, walls, tiles and carpet when moving furniture / bulky items. Any damage caused will be charged to the owner/resident. Please also ensure that your moving truck does not block the driveway and that it also does not damage the awning and trees in the visitor carpark.

An owner/resident must not and must ensure that any person acting on their behalf does not hold the lift doors open and/or prevent the doors of the lift from closing. If the lift doors are held open for an extended period of time, this will cause the lift to go into Fault Mode. Should this occur, a lift technician will be required to reset the lift. The cost of the lift technician to attend site will be on charged to the resident/owner responsible for the fault.

The lifts and corridors must be left in a clean and tidy condition after moves are complete. No boxes, rubbish or moving debris is to remain in common areas. All move waste is to be removed from site by the resident upon move completion.

Building Management will inspect the lifts and common property for damage prior to and at the completion of the move-in/out.

3.9 Modifications to Your Apartment

Most modifications to your apartment will require approval from the Body Corporate prior to any building work being undertaken. Ensure proposed modifications are consistent with by-laws and any relevant building codes. Details of the proposed modifications including any supporting documentation, plans and specifications are to be submitted to Ms Rebekah Hall, Strata Manager, Body Corporate Services by email on rebekah.hall@bcssm.com.au who will forward to the Body Corporate for consideration.

Contractors may perform works generally between 8:00am and 5:00pm Monday to Friday and on the weekend between 8:00am and 3:00pm on Saturdays. No work is to be carried out on Sundays and Public Holidays unless in case of an emergency.

Any rubbish because of the works must be removed from site by the contractors. Debris or rubbish must not be placed in garbage rooms. Common areas must be always kept clean and any extra cleaning or repairs required due to damage caused by contractors will be at the expense of the resident.

4 Building Security

4.1 Keys and Fobs

Keys are used to access your apartment; fobs are used to gain access through the main door, lift, pool and car park. Additional key and fobs can be purchased, please contact Building Management on how to arrange these. There is also the option of using a remote control to access the basement car park, please contact Building Management for further details.

Lost fobs should be reported to Building Management so that they can be deactivated.

In most instances Building Management have access to your unit via a master key. It is important that you check with them and consider if this is suitable to you.

4.2 Visitor Access / Intercom

An intercom is located at the front entrance of each of the buildings. Visitors will need to enter the Apartment Number in the intercom, followed by the 'Bell' symbol which will then contact the relevant apartment. To operate the intercom a "buzz" will sound from the phone unit. To let the visitor into the building press the "_lock_" symbol which will open the front door.

If you are experiencing problems with the intercom system, please contact Building Management.

4.3 Video Surveillance

For the security of residents there are CCTV cameras located around the complex including entrances, the car park and pool area. Please be vigilant of building security by not allowing persons to follow you through entrance and car park doors. Residents in lower and ground level apartments should also keep their doors and windows locked. If you see any suspicious activities, please notify Building Management or call 000.

5 COMMON FACILITIES

5.1 Building Repairs & Maintenance

The Body Corporate is responsible for the repair and maintenance of common property. If you have a maintenance item relating to common property please notify Building Management. Building Management is only authorised to carry out certain repairs depending on the nature and cost without additional approval being sought from the Body Corporate.

Building Management undertakes the regular caretaking duties such as general cleaning, maintaining the pool and BBQ areas and grounds.

5.2 Common Areas

Common areas include all lobbies, hallways, entrances, stairs, fire escapes, car park, pool/spa, bbq and gym areas. No rubbish should be left in these areas at any time. No items are to be placed in these areas (i.e. door mats, shoes or other items). Hallways are an essential means of escape in the event of a fire and as such should be kept free from obstruction at all times.

5.3 Pool, Spa & BBQ Area

The pool and spa operating hours are from 7am to 10pm daily. You will need your fob to access this area and your apartment key to access the bathroom facilities during the operating hours (there is no access to these areas outside of the operating hours). Food and alcoholic beverages must not be consumed in or around the pool or spa. Glassware, glass bottles, breakable items and pets are not permitted into the pool, spa and surrounding areas. If using the BBQ facilities please remember to clean up after you have finished.

The pool and spa are cleaned and tested daily before 7:00am.

5.4 Gym

The gym is located on the Basement level and is accessed by your apartment key. The equipment is serviced quarterly. Any issues with the equipment should be reported to Building Management.

5.5 Visitors Parking

There are eight visitor parking spaces available. Residents are not permitted to park in these spaces. There is a by-law governing the visitor car parking area and the Body Corporate will pursue breaches of this by-law vigorously. Visitor's car parking is available for 12 hours.

5.6 Car Wash Bay

A car wash bay is located in the visitor's car park area. There is no power point at this location to vacuum your car. A power point is located Tower 2 lift area.

5.7 Basement Car Park

The car park is protected with a security door and access is with your fob. The maximum height of the car park is 2.2m and the speed limit throughout the complex is 5km/h.

Car parks are to be left clean and tidy at all times. No items are to be stored in car parking spaces including in drains which are located along perimeter walls.

To assist with security please register your vehicle ie model, make and rego with Building Management.

5.8 Basement Storage Cages

Some units have a storage cage allocated to their unit. It is the owner's responsibility to ensure that items stored within the storage cages are secured.

5.9 Over Bonnet Storage

Over bonnet storage may be installed in suitable car spaces where there is space and it does not interfere with building infrastructure such as fire sprinklers, pipes and drains.

Approval from the Body Corporate needs to be sought prior to installation of the storage system. This is done by completing an application form. Please contact Building Management for further details, if you are interested in installing this system.

- The approved storage system for over bonnet storage is "The Box Thing" and the storage unit colour is "Dulux Pottery" - <https://www.theboxthing.com.au/over-bonnet-storage-solution>.
- The system is to be no wider than the allocated car park.
- The colour is to be cream unless an alternative is approved by the committee to match the surrounding building colour scheme.
- The lot owner will be responsible for any council, building, fire safety or any other required certifications which must be obtained and provided prior to installation.
- All items are to be stored within the approved device at all times and must be non-hazardous general household items only.
- Any requirements to park vehicles outside of the car park to access the storage device is to be limited to 1 hour maximum per day, within a visitor space if available.
- The device shall not restrict access to any surrounding car parks.
- The device shall not obstruct any infrastructure.
- The device shall not cause any vehicle parked within the allocated car park to protrude beyond the car park boundary.
- Only car parks with solid boundary walls are permitted to install a storage locker at the end of the car park space against the wall.
- The device must be safely secured to the wall so that it cannot fall or be knocked over.
- Any fixing points are to be reinstated to their original condition upon removal.
- Should the locker need to be removed due to non-compliance with approval terms, removal is to be at the owner's cost.

5.10 Bicycle Storage

Bikes must not be stored in your car space. Bicycle racks are available in the car park. All bicycles must be tagged by the Building Management so the owner can be identified. An audit of the bicycles is conducted regularly with any untagged bikes stowed away. Bicycles that are removed by Building Management can be claimed within three months before they are donated.

5.11 Garbage & Recycling

There is a garbage chute on each floor located near the lift. Tightly wrap all rubbish that goes into the waste chute. No rubbish is to be left on the floor in the rubbish chute room.

Recycling bins are located in the car park. Items that can be recycled include paper, glass, plastic (not plastic bags) and other items marked with the recycle symbol. These should be placed in the bins with yellow lids in the basement.

Disposal of large household items such as fridges and mattresses are the responsibility of residents and are not to be left in the basement.

5.12 Lifts

If a lift stops between floors for any reason, including loss of power, do not panic call the lift company on the emergency phone in the lift. The lift may not be used if a fire alarm is activated or if a fire is reported or detected. The fire stairs must be used.

5.13 Smoking

Smoking is prohibited in all public and common areas within the complex, including lobbies, stairwells, lifts and car park. Should you choose to smoke or allow smoking within your apartments please be mindful of other residents and ensure ashtrays on balconies are windproof so that those in the apartments below are not affected by litter.

5.14 Noise

Residents should be aware of the amount of noise they produce as it can flow through to other apartments, particularly from balconies and courtyards. Please consider your neighbours and always keep noise to a minimum. Excessive noise at any time may be in breach of the by-laws and should be reported to Building Management.

5.15 Pets

All pets at the complex must be approved by the Body Corporate and be listed on the Pet Register. The approval is given for the specific animal only. A new approval would be required for any additional and or replacement animal.

For a registration form please email either Rebekah Hall (rebekah.hall@bcssm.com.au) or Debi Cobb (debi.cobb@bcssm.com.au) from Body Corporate Services. Attached to the application you will also need to include:

- Gold Coast Council registration (provided on a yearly basis);
- Certificate/letter from the Vet confirming weight, general health and vaccination status;
- Certificate from the Vet confirming the pet is desexed and microchipped; and
- Current photo

By completing the application form you also agree to the following pet approval conditions with the main ones being:

- Pets must be microchipped and registered with Gold Coast Council.
- Pets must be on a lead or be carried at all times when in the complex common areas. This includes grass areas, car parks, building entrances, foyers, corridors and lifts.
- Pets are not permitted in the spa, pool and bbq area at any time.
- Pets are not permitted in the common gardens at any time.
- Pets must not disturb other residents with on-going noise.
- Owners whose pet urinates, defecates, vomits, or causes any other mess on common property including the lawns, must immediately clean the area and dispose of the mess appropriately.
- The car washing area is available to ensure your pet is washed down prior to entering the building, if required.

5.16 Gardens & Ground Floor Units

All gardens are common property and cannot be planted, cannot be used by pets, and are available for any contractors to access as necessary to perform their work.

Building Management is responsible for maintaining the garden areas. Cutting/trimming of large trees is carried out by a qualified arborist on an as needs basis.

6 APARTMENT INFORMATION

6.1 Window Cleaning

The exterior window glass that is not accessible from the apartment is cleaned by abseiling contract window cleaners. This service is arranged by Building Management (usually annually) and residents are notified in advance of the designated days. Cleaning of interior glass, balcony doors etc are the responsibility of owners.

6.2 Balconies

Building Management organises a balcony washdown day for the complex every six months (held on the first Saturday of June and December). Residents are notified by a flyer. Outside of this day when cleaning balconies please take care to avoid excess water flowing over the edge onto apartments below. The hanging towels or washing over balconies is prohibited.

6.3 Air Conditioning

Owners are responsible for the maintenance of their own ducted air conditioning system. Air conditioning units are located on the rooftops of each building. Access for contractors to service and maintain the units should be arranged through Building Management.

6.4 Utilities – Electricity, Gas & Water

Electricity

Altogether have been appointed as the authorised electricity retailer and embedded network operator for Waters Edge. To arrange your electricity connection and to ensure there is no interruption to service, please contact Altogether for an information pack about their services and how to set up an account.

Altogether

Ph: 1300 806 806

<http://altogethergroup.com.au>

Gas

Waters Edge has a centralised hot water system located on the rooftop. Altogether has been contracted for the supply of hot water and gas for cooktops. Please contact Altogether to set up an account to ensure that there is no interruption to service.

Altogether

Ph: 1300 806 806

<http://altogethergroup.com.au>

Water

Sewerage and water service charges are billed to owners directly by Gold Coast City Council.

Metered water consumption charges are billed directly to the owner/resident by Altogether. Your cold and hot water supply meter is located on your floor level in the fire hose reel cupboard. Meters are tagged with your unit number. Please contact Altogether to set up an account to ensure that there is no interruption to service.

7 Safety & Emergency Procedures

7.1 Evacuation Procedures

Emergency evacuation procedures are located on all floors. It is important to familiarise yourself with the emergency exits and equipment for the unlikely event of an emergency.

If the fire alarm sounds please exit the building via the fire stairs (do not use the lift) and proceed to the evacuation meeting point located at Clark Street. All residents and guests should wait there for further instructions from Building Management or the Fire Brigade.

In summary:

- ensure you are familiar with Emergency Management Plan(s) and evacuation procedures;
- note the nearest fire exit to your apartment; and
- fire doors must remain unobstructed and closed at all times.

Evacuation exercises are conducted annually and are organised by Building Management.

7.2 Fire Blanket & Extinguisher

For your safety it is a good idea to have a fire blanket and portable fire extinguisher readily available within your apartment.

7.3 Apartment Doors – Fire Rated

Your apartment door is common property as it acts as a fire door and contributes to the fire protection system for the building. The installation of additional locks, spy holes, doors stops may compromise the fire rating of the door and are not permitted. If any modifications are made to the fire door and the fire door is deemed non-compliant any rectification costs including re-certification by the Body Corporate's Fire Contractor will be borne by the owner/resident.

As part of the annual fire inspection access is required to all apartments to check the fire door to ensure that the fire rating of the door has not been compromised. All residents will be informed well in advance of these inspections.

7.4 Apartment Smoke Detectors

All apartments are fitted with a smoke alarm and each owner is responsible for maintaining the smoke detectors within their apartment. Batteries are replaceable and are required to be checked by the owner every 12 months.

APPENDIX A

By-laws

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

GENERAL REQUEST

Form 14 Version 4
Page 1 of 20



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GC 470

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

1. Nature of request

Request to record new Community Management Statement for Waters Edge on the Broadwater Community Titles Scheme 35252

Lodger (Name, address & phone number)

Short Punch & Greatorix Lawyers
PO Box 5164
GCMC QLD 9726
Phone: 5538 2277
Ref: SEV:0709286

Lodger Code

GC30

2. Lot on Plan Description**County****Parish****Title Reference**

Common property for ~~Mereton Towers~~
~~Community Titles Scheme No. 5800~~

Ward

Barrow

50602942

Waters Edge on the Broadwater Community Titles Scheme 35252

Registered Proprietor/State Lessee

Body Corporate for Waters Edge on the Broadwater Community Titles Scheme 35252

4. Interest

Fee Simple

5. Applicant


Body Corporate for Waters Edge on the Broadwater Community Titles Scheme 35252

6. Request

I hereby request that: The New Community Management Statement deposited herewith which amends Schedule C- By-laws, namely by amended By-laws 2, 4, 8, 12, 18 and deleting By-law 24 be recorded as the New Community Management Statement for the Waters Edge on the Broadwater Community Scheme Titles Scheme 35252

7. Execution by applicant

28 / 08 / 2008
Execution Date


Serena Elizabeth Vale
Applicant's Solicitor's Signature

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

35252

This statement incorporates and must include the following:

Office use only
CMS LABEL NUMBER

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

1. Name of community titles Scheme	2. Regulation module
Waters Edge on the Broadwater Community Titles Scheme 35252	Accommodation Module

3. Name of Body Corporate
Body Corporate for Waters Edge on the Broadwater Community Titles Scheme 35252

4. Scheme land	County	Parish	Title Reference
Lot on Plan Description			
See Enlarged Panel			

5. #Name and address of original owner	6. Reference to plan lodged with this statement
Not Applicable	Not Applicable

first community management statement only

7. Local Government community management statement notation

Not required pursuant to Section 60(6)(a) of the *Body Corporate and Community Management Act (Qld) 1997*.

8. Execution by original owner/Consent of Body Corporate



28/08/08
Execution Date

[Signature]
Chairman

[Signature]
Secretary/ 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

Collection of this information is authorised by the *Body Corporate and Community Management Act 1997* and is used to maintain the publicly searchable registers in the land registry. For more information about privacy in NR&W see <http://www.nrw.qld.gov.au/about/privacy/index.html>.

Title Reference 50602942

4. SCHEME LAND

Lot on Plan Description	County	Parish	Title Reference
Common Property of Waters Edge on the Broadwater CTS 35252	WARD	BARROW	50602942
LOT 1001 SP 180118	WARD	BARROW	50602943
LOT 1002 SP 180118	WARD	BARROW	50602944
LOT 1003 SP 180118	WARD	BARROW	50602945
LOT 1004 SP 180118	WARD	BARROW	50602946
LOT 1005 SP 180118	WARD	BARROW	50602947
LOT 1006 SP 180118	WARD	BARROW	50602948
LOT 1007 SP 180118	WARD	BARROW	50602949
LOT 1101 SP 180118	WARD	BARROW	50602950
LOT 1102 SP 180118	WARD	BARROW	50602951
LOT 1103 SP 180118	WARD	BARROW	50602952
LOT 1104 SP 180118	WARD	BARROW	50602953
LOT 1105 SP 180118	WARD	BARROW	50602954
LOT 1106 SP 180118	WARD	BARROW	50602955
LOT 1107 SP 180118	WARD	BARROW	50602956
LOT 1201 SP 180118	WARD	BARROW	50602957
LOT 1202 SP 180118	WARD	BARROW	50602958
LOT 1203 SP 180118	WARD	BARROW	50602959
LOT 1204 SP 180118	WARD	BARROW	50602960
LOT 1205 SP 180118	WARD	BARROW	50602961
LOT 1206 SP 180118	WARD	BARROW	50602962
LOT 1207 SP 180118	WARD	BARROW	50602963
LOT 1301 SP 180118	WARD	BARROW	50602964
LOT 1302 SP 180118	WARD	BARROW	50602965
LOT 1303 SP 180118	WARD	BARROW	50602966
LOT 1304 SP 180118	WARD	BARROW	50602967
LOT 1305 SP 180118	WARD	BARROW	50602968
LOT 1306 SP 180118	WARD	BARROW	50602969
LOT 1307 SP 180118	WARD	BARROW	50602970
LOT 1401 SP 180118	WARD	BARROW	50602971
LOT 1402 SP 180118	WARD	BARROW	50602972
LOT 1403 SP 180118	WARD	BARROW	50602973
LOT 1404 SP 180118	WARD	BARROW	50602974
LOT 1405 SP 180118	WARD	BARROW	50602975
LOT 1406 SP 180118	WARD	BARROW	50602976
LOT 1407 SP 180118	WARD	BARROW	50602977
LOT 1501 SP 180118	WARD	BARROW	50602978
LOT 1502 SP 180118	WARD	BARROW	50602979
LOT 1503 SP 180118	WARD	BARROW	50602980
LOT 1504 SP 180118	WARD	BARROW	50602981
LOT 1505 SP 180118	WARD	BARROW	50602982
LOT 1506 SP 180118	WARD	BARROW	50602983
LOT 1507 SP 180118	WARD	BARROW	50602984
LOT 1601 SP 180118	WARD	BARROW	50602985
LOT 1602 SP 180118	WARD	BARROW	50602986
LOT 1603 SP 180118	WARD	BARROW	50602987
LOT 1604 SP 180118	WARD	BARROW	50602988
LOT 1605 SP 180118	WARD	BARROW	50602989
LOT 1606 SP 180118	WARD	BARROW	50602990
LOT 1607 SP 180118	WARD	BARROW	50602991
LOT 2001 SP 180118	WARD	BARROW	50602992
LOT 2002 SP 180118	WARD	BARROW	50602993
LOT 2101 SP 180118	WARD	BARROW	50602994

ENLARGED PANEL

Title Reference 50602942

LOT 2102	SP 180118	WARD	BARROW	50602995
LOT 2201	SP 180118	WARD	BARROW	50602996
LOT 2202	SP 180118	WARD	BARROW	50602997
LOT 2301	SP 180118	WARD	BARROW	50602998
LOT 2302	SP 180118	WARD	BARROW	50602999

SCHEDULE A	SCHEDULE OF LOT ENTITLEMENTS
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Explanation for Unequal Lot Entitlements:

The contribution lot entitlements for each lot are not equal because the circumstances are such that it is just and equitable for them not to be equal. The lots have different natures, features, and characteristics. Not all lots are the same size. Not all lots are expected to have the same number of occupants. Not all lots will access the common property in the same way. The contribution lot entitlements have been varied from equal only to the extent that it is just and equitable. The methodology used to vary the contribution lot entitlements from a state of equality is as follows:-

1. Each lots contribution lot entitlement compared to the total contribution lot entitlement is equivalent to that proportion of the cost that the lot is either:
 - (a) Causing the body corporate, or
 - (b) Benefiting from:
the particular body corporate's expenditure.

2. The body corporate budget has been analysed and the expenditure categorized according to the cause / benefit rationale. Expenses that benefited all lots equally were shared between the lots equally. Expenses that were caused by the size of the lot (for instance painting and many other sinking fund items) were shared according to the size of the lot. Expenses that benefited only certain lots were shared according to that benefit.

Lot on Plan	Contribution Entitlement	Interest Entitlement
Lot 1001 SP 180118	171	109
Lot 1002 SP 180118	183	196
Lot 1003 SP 180118	173	179
Lot 1004 SP 180118	170	177
Lot 1005 SP 180118	173	179
Lot 1006 SP 180118	180	196
Lot 1007 SP 180118	174	103
Lot 1101 SP 180118	164	94
Lot 1102 SP 180118	183	188
Lot 1103 SP 180118	173	171
Lot 1104 SP 180118	173	171
Lot 1105 SP 180118	173	171
Lot 1106 SP 180118	180	188
Lot 1107 SP 180118	170	96
Lot 1201 SP 180118	1646	95
Lot 1202 SP 180118	183	194
Lot 1203 SP 180118	173	177
Lot 1204 SP 180118	173	177
Lot 1205 SP 180118	173	177

Lot 1206 SP 180118	180	194
Lot 1207 SP 180118	170	105
Lot 1301 SP 180118	164	97
Lot 1302 SP 180118	183	198
Lot 1303 SP 180118	173	181
Lot 1304 SP 180118	173	181
Lot 1305 SP 180118	173	181
Lot 1306 SP 180118	180	198
Lot 1307 SP 180118	170	109
Lot 1401 SP 180118	164	101
Lot 1402 SP 180118	183	202
Lot 1403 SP 180118	173	184
Lot 1404 SP 180118	173	184
Lot 1405 SP 180118	173	184
Lot 1406 SP 180118	180	202
Lot 1407 SP 180118	170	115
Lot 1501 SP 180118	164	108
Lot 1502 SP 180118	183	206
Lot 1503 SP 180118	173	188
Lot 1504 SP 180118	173	188
Lot 1505 SP 180118	173	188
Lot 1506 SP 180118	180	206
Lot 1507 SP 180118	170	117
Lot 1601 SP 180118	164	113
Lot 1602 SP 180118	183	290
Lot 1603 SP 180118	173	262
Lot 1604 SP 180118	173	262
Lot 1605 SP 180118	173	262
Lot 1606 SP 180118	180	290
Lot 1607 SP 180118	170	124
Lot 2001 SP 180118	185	190
Lot 2002 SP 180118	186	182
Lot 2101 SP 180118	185	186

Lot 2102 SP 180118	186	178
Lot 2201 SP 180118	185	191
Lot 2202 SP 180118	186	183
Lot 2301 SP 180118	185	220
Lot 2302 SP 180118	186	212
TOTALS	10004	10000

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

There is to be no further development of the Scheme Land – Section 66 of the Body Corporate and Community Management Act applies.

SCHEDULE C BY-LAWS

1. **NOISE:**
An owner or occupier of a Lot must not within the scheme land create any noise likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.
2. **VEHICLES:**
 - (a) The owner or occupier of a lot must not without the Body Corporate's written approval:
 - (i) park a vehicle or allow a vehicle to stand on the common property; or
 - (ii) permit an invitee to park a vehicle, or allow a vehicle to stand, on the common property other than in a designated visitor car park.
 - (b) Approval under 2(a) must state the period for which it is given.
 - (c) However the Body Corporate may cancel an approval under 2(a) by giving seven (7) days written notice to the owner or occupier.
 - (d) An owner or occupier shall only allow bona fide visitors to lots to occupy an area designated as a visitor car parking space. The maximum time allowed at any one instance for parking in a visitor car parking space is twelve (12) hours.
3. **OBSTRUCTION:**
An occupier or owner of a lot must not obstruct the lawful use of the common property by any person.
4. **DAMAGE TO LAWNS, ETC., ON COMMON PROPERTY:**
The owner or occupier of a lot must not:
 - (a) damage a lawn, garden, tree, shrub, plant or flower on the common property; or
 - (b) use a part of the Common Property as a garden.
5. **DAMAGE TO COMMON PROPERTY:**
 - (a) An owner or 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.

- (b) However an owner or occupier may install a locking or safety device to protect the lot against intruders or a screen to prevent entry of animals or insects if the device or screen is soundly built and is consistent with the colour, style and materials of the building.
- (c) The owner or occupier of the lot must keep a device installed under 5(b) in good order and repair.

6. BEHAVIOURS OF INVITEES:

An occupier or owner of a lot must take all reasonable steps to ensure that their invitees do not behave in a way likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using the common property.

7. DEPOSITING RUBBISH, ETC., ON COMMON PROPERTY:

Subject to the requirements for garbage disposal under By-law 10, an owner or occupier of a lot must 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.

8. APPEARANCE OF LOT:

- (a) The owner or occupier of a lot must not, without the Body Corporate's written approval, make a change to the exterior parts of the lot unless the change is minor and does not detract from the amenity of the lot and its surrounds.
- (b) The owner or occupier of a lot must not, without the Body Corporate's written approval:
 - (i) hang washing, bedding, or another article from or over the balcony or balcony handrails; or
 - (ii) display a sign, advertisement, placard, banner, pamphlet or similar article if the article is visible from another lot or the common property or from outside the scheme land.
- (c) An owner or occupier shall not install, renovate, and/or replace curtains visible from outside any lot unless such curtains have a white or cream backing and are ultra-violet protected. Otherwise no curtains, blinds or other window coverings may be installed unless the colour and design of same are approved by the Committee. In giving such approvals the Committee shall ensure so far as practicable that window coverings used in all lots present a uniform appearance when viewed from outside the building. Tinting of windows shall not be allowed in any circumstances.
- (d) An owner or occupier shall not place on external balconies of the lot outdoor furniture in any colour other than white or similar light shades unless the colour is approved by the Committee. In giving such approval the Committee shall ensure so far as practical that outdoor furniture used in all lots presents a uniform appearance when viewed from outside the building.
- (e) No external blinds shall be erected without the previous consent in writing of the Body Corporate.
- (f) Outside wireless and television aerials may not be erected without written permission of the Body Corporate.

9. STORAGE OF FLAMMABLE LIQUIDS / FIRE RISK:

- (a) The owner or occupier of a lot must not, without the Body Corporate's written approval, store a flammable substance on the common property.
- (b) The owner or 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.
- (c) However, this section does not apply to the storage of fuel in:
 - (i) the fuel tank of a vehicle, boat or internal combustion engine; or

- (ii) a tank kept on a vehicle or boat in which the fuel is stored under the requirements of the law regulating the storage of flammable liquid.

10. GARBAGE DISPOSAL:

The owner or occupier of a lot must-

- (i) dispose of all garbage by the garbage chute provided on each level of the building or otherwise use any other receptacle or facility provided by the Body Corporate for the disposal of garbage;
- (ii) comply with all house rules approved by the committee from time to time with respect to disposal of garbage, in particular with respect to the use of the garbage chutes;
- (iii) comply with all government local laws about the disposal of garbage;
- (iv) ensure that the owner or occupier does not, in disposing of garbage, adversely affect the health, hygiene or comfort of the owners or occupiers of other lots;
- (v) ensure that empty bottles, boxes, used containers and similar contains are stored tidily and, so far as possible, out of sight.

11. PATHWAYS AND DRIVEWAYS:

The pathways and drives on the land and any easement giving access to the land shall not be obstructed by any of the owners or occupiers or used by them for any other purpose than the reasonable ingress and egress to and from their respective lots and no owner or occupier shall park or permit to be parked any vehicle so as to prevent the passage of other vehicles over the said pathways, drives and easement.

12. KEEPING OF ANIMALS:

- (a) Subject to section 181 of the Act, the owner and/or occupier of a lot shall not, without the approval in writing of the Committee, keep any animal upon the lot or the Common Property.
- (b) The Committee shall not unreasonably withhold its consent for the keeping on a lot of either a small domestic dog or cat which shall not grow to a weight greater than 10kgs and which shall not be likely to cause a nuisance to other owners.
- (c) Subject to Section 181 of the Act, the owner or occupier of a lot shall not keep an animal which exceed 10 kgs or is like to grow exceed 10 kgs upon a lot or the Common Property.
- (d) Any such consent may be withdrawn by the Committee if it is found that the animal is an ongoing nuisance to other occupiers.

13. NOTICE OF ACCIDENT:

An owner or occupier of a lot shall give the Committee prompt notice of any accident to or defect in the water pipes, gas pipes, electric installations or fixtures which comes to his knowledge and the Committee shall have authority by its agents or servants in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as they may deem necessary for the safety and preservation of the said building as often as may be necessary.

14. NO FIRE RISKS:

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

15. USE OF LOTS:

- (a) All lots shall be used for residential purposes only except for Lot 1007 (the "Manager's Lot") which may be used for the conduct of the caretaking and management of the building and for the business of the letting of lots and ancillary services.

- (b) The owner or occupier of the Manager's Lot may conduct the business of letting of lots and the provision of ancillary services and may be licensed by any government department or authority for that purpose.
- (c) The Body Corporate is authorised to enter into Agreements from time to time with the owner or occupier of the Manager's Lot as to the conduct of the letting activities and any ancillary services on such terms and conditions as the Body Corporate deems fit by ordinary resolution in general meeting.

16. ALTERATIONS TO LOTS:

- (a) No structural alteration shall be made to any lot (including any alteration to gas, water, electrical installations or work for the purpose of enclosing in any manner whatsoever the balcony of any unit) without the prior permission in writing of the Committee.
- (b) Owners and occupiers of lots are to ensure that excessive noise from their residential unit does not impact excessively into residential areas. This applies to all activities and in particular impact noise where changes to a floor or ceiling engineered to ensure that this system maintains a field floor impact isolation class (through upper or lower floors) in excess of an Impact Insulation Class 55 (IIC55) to upper or lower living or sleeping areas. This applies in particular to where soft floor systems (e.g. carpet) are replaced with hard floor systems (e.g. tile, parquet or marble) or to changes to ceilings or bulkheads. It is acceptable to use laboratory tested IIC data from suppliers literature subject to the laboratory rating being selected as IIC 60.

This system when tested is to meet the requirements of ISO standard ISO 140-7 1988 Acoustics – Measurement of sound insulation in buildings and building elements – Part 7: Field measurements of impact sound isolation of floors. "Impact Insulation Class (IIC)" is a single figure rating that can be used for comparing floor-ceiling assemblies for general building design purposes.

- (c) No alterations covered by this By-law shall be made to a lot without the owner or occupier first providing evidence of compliance with this By-law to the Body Corporate.

17. COMMITTEE MAY MAKE RULES:

The Committee may make rules relating to the Common Property and in particular as to security and for the swimming pools and recreational facilities unless and until they are disallowed or revoked by a majority resolution at a General Meeting of the owners.

18. USE OF SWIMMING POOL AND RECREATIONAL FACILITIES:

- (a) The swimming pool and associated recreational facilities shall not be used between the hours of 10:00 p.m. and 7:00 a.m.
- (b) Invitees and guests of an owner or occupier may not use the recreational facilities unless an owner or occupier accompanies them.
- (c) Children aged 12 years or younger must be accompanied by an adult owner or occupier exercising effective control over them.
- (d) Food and alcoholic beverages must not be consumed in or around the pool or spa.
- (e) Glass, breakable items and pets must not be brought into the pool, spa and surrounding areas.

19. OBLIGATIONS APPLY TO TENANTS AND INVITEES:

The duties and obligations imposed by these By-Laws on an owner or occupier of a lot must be observed by the owner or occupier and by the tenants, guests, servants, employees, agents, children, invitees and licensees of the owner or occupier.

20. SECURITY:

- (a) The Committee may take all reasonable steps to ensure security activity within the Scheme and the observance of these by-laws and without limiting the generality of the foregoing may:

- (i) close off any part of the common property not required for ingress or egress to a lot, storage area or carparking space on either a temporary basis or otherwise restrict the access to or use by owners or occupiers of any such part of the common property;
 - (ii) permit any designated part of the common property to be used by any security person, firm or company (to the exclusion of owners and occupiers generally) as a means of monitoring the security and general safety of the parcel;
 - (iii) obtain, install and maintain locks, alarms, communication systems and other security devices.
- (b) All security equipment installed on common property and used in connection with the provision of security for the Scheme shall be and remain the property of the Body Corporate. All security equipment (with the exception of that equipment installed upon any lot which shall be maintained at the cost and expense of the owner of the lot) the property of the Body Corporate shall be repaired and maintained at the cost and expense of the Body Corporate.
- (c) The Body Corporate shall not be responsible to an owner (and the owner 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 manner in which they are intended. Where the failure to operate arises from a malfunction of the security equipment in a lot, then the owner shall allow the Body Corporate by its servants, agents or contractors to enter upon the lot (upon one (1) days notice except in the case where the circumstance require immediate entry, when immediate entry may be effected) and attend to the repair (which term shall include replacement where required) or maintenance of the security equipment. The costs and expenses of the repair and maintenance of the security equipment within a lot shall be at the cost and expense of the owner of a lot.

21. SECURITY KEYS:

- (a) If the Committee in the exercise of any 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 or similar security device, it may make such a number of keys or operating systems as it determines available to owners free of charge and thereafter may as its discretion make additional numbers thereof available to owners upon payment of such reasonable charge therefore as may be determined from time to time by the Committee.
- (b) An owner of a lot to whom 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 covenant in any lease or licence of a lot to such occupier) to ensure the return to the owner or to the Body Corporate upon the occupier ceasing to be an occupier;
- (c) An owner of a lot into 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 other person other than another owner or occupier and is not disposed of otherwise than by returning it to the Body Corporate;
- (d) 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.

22. RECOVERY OF MONEY FOR DAMAGE:

Where the Body Corporate expends money to make good damage caused by a breach of the Act or of these By-Laws by any owner or the tenants, guests, servants, employees, agents, children, invitees or licensees of the owner of 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.

23. RECOVERY OF MONEY FROM OWNERS:

- (a) If the Body Corporate incurs or is required to pay any costs or expenses (including legal costs calculated on a solicitor and own client basis) in respect of any action taken against any owner or occupier (which expression shall for the purposes of the By-Law include any former owner or occupier of the relevant Lot) due to a default by that owner or occupier in the payment of any moneys to the Body Corporate or a breach of these By-Laws or for any other reasons whatsoever such owner or occupier shall forthwith pay on demand to the Body Corporate such costs and expenses which shall be liquidated debt due and payable by the owner or occupier to the Body Corporate.
- (b) An owner (which expression shall extend to a mortgagee in possession) shall pay on demand the whole of the Body Corporate's costs and expenses (including Solicitor and own client costs), such amount to be deemed a liquidated debt, incurred in:-
- (i) recovering levies or moneys payable to the Body Corporate pursuant to the Act duly levied upon that owner by the Body Corporate or otherwise or pursuant to the By-laws of the Body Corporate;
 - (ii) all proceedings including legal proceedings concluded in favour of the Body Corporate taken by or against the owner of the lessee or occupier of the owner's Lot, including but not limited to, applications for an Order by Referee, appeals to the Tribunal and appeals to the Court.
- (c) In the event that the owner (or his mortgagee in possession) fails to attend to the payment of such costs and expenses after demand is made for the payment of same, the Body Corporate may:-
- (i) treat such costs and expenses as a liquidated debt and take action for the recovery of same in any Court of competent jurisdiction; and
 - (ii) enter such costs and expenses against the levy account of such owner in which case the amount of same shall be paid to the Body Corporate upon a subsequent sale or disposal of the owner's Lot failing which the purchaser of such Lot shall be liable to the Body Corporate for the payment of same.

24. INTENTIONALLY DELETED**25. RIGHT OF ACCESS:**

Where any utility infrastructure crosses through or over any part of a lot in the scheme or the common property any party benefiting from the utility infrastructure shall at all times be entitled to have access to such areas necessary to access the utility infrastructure as may be necessary to ensure the continuation of services via the utility infrastructure. The right to access must be actioned in a reasonable manner by any such party and so as not to deprive any other party of services from the utility infrastructure and to cause as little disruption as possible to any other party. The party accessing the utility infrastructure must immediately make good any damage caused to any property as a result of such access or activity involving the utility infrastructure.

26. OVERRIDING BENEFIT TO DEVELOPER:

Nothing in these By-Laws shall apply to constrain or deny KOJIERA PTY LTD or any successor in title the right to fully and freely carry out construction, repair or renovation within the Scheme or to have any contractors, agents or employees undertake construction or sales activities within the scheme.

27. EXCLUSIVE USE – CAR SPACES:

The owner for the time being of each lot shall be entitled to the exclusive use by the occupier of that lot of the car parking spaces the identifying numbers of which are set out in schedule E and the attached plan marked "A". Each owner or occupier shall use the area for the primary purpose of car parking and shall not litter the area or use it so as to cause a nuisance to any other owner or occupier.

28. EXCLUSIVE USE – STORAGE:

The owner for the time being of the lots specified shall be entitled to the exclusive use by the occupier of that lot of the area the identifying number of which is set out in schedule E and the attached plan marked "A". Each owner

or occupier shall use the area for storage purposes and shall not litter the area or use it so as to cause a nuisance to any other owner or occupier.

29. CAR PARKING AREAS – CLEANING AND MAINTENANCE:

The owners and occupiers must keep the car parking levels of the scheme in a clean and tidy condition at all times. Any parts of the car park areas which are allocated as common property for exclusive use or as part of the title of a lot in the scheme and must be kept clean and tidy by the associated owner ("the entitled owner"). If the Body Corporate expends any money on the cleaning and maintenance of any part of the car parking area (which it shall be entitled to so do if this By-law is not complied with by the entitled owner), the entitled owner must pay a proportion of the cleaning and maintenance expenses incurred by the Body Corporate relevant to the particular car park or car parks, as a debt due and owing by the entitled owner and By-law 22 shall apply to such moneys.

30. RESTRICTED ACCESS TO CAR PARKS:

So as to regulate the proper use of car parking areas within the building by those persons entitled to their use, the Body Corporate may install and maintain gates and similar devices across the driveway on the common property which restrict access provided that those persons entitled to the use of the car parks are given a means of reasonable access to such areas by key, key card or similar devices.

31. SUPPLY OF ELECTRICITY, GAS OR HOT WATER:

The Body Corporate may purchase, rent, lease or otherwise acquire title to and the use of an to have installed, used, run and maintain a supply system for the scheme for electricity, gas and/or hot water to the lots in the Scheme, (hereinafter called "energy products: and in such case the following shall apply):-

- (a) each owner shall purchase and use all energy products consumed in the lot direct from the Body Corporate and shall not purchase energy products from any other source;
- (b) the Body Corporate shall arrange for the installation of separate energy products meters for each lot;
- (c) the Body Corporate shall not be required to supply to any owner energy products requirements beyond those requirements which the relevant authority could supply at any particular time;
- (d) the Body Corporate shall not, under any circumstances whatsoever, be responsible or liable for any failure of the supply of energy products due to breakdowns, repairs, maintenance, strikes, accidents or causes of any class or description;
- (e) to the extent allowed under the Regulation Modules, the Body Corporate may charge owners for the supply of reticulated energy products, including the cost of purchasing reticulated energy products, the installation, maintenance and operation of utility infrastructure associated with the services, the cost associated with the reading of meters and the administration costs of the Body Corporate arising from the collection of readings and the rendering of accounts.
- (f) the Body Corporate shall render accounts to each owner and such accounts shall be payable to the Body Corporate within fourteen (14) days of the delivery of such accounts;
- (g) liability to pay an account rendered in relation to a lot pursuant to this By-Law is enforceable jointly and severally against the owner of the lot when the account became payable and the person (including a mortgagee in possession) who becomes the owner of the lot before the account is paid;
- (h) in the event that a proper account for the supply of reticulated energy products is not paid by its due date for payment, then the Body Corporate shall be entitled to:
 - (i) recover the amount of the unpaid amount or amounts (whether or not a normal demand has been made) as a liquidated debt due to it in any Court of competent jurisdiction; and/or
 - (ii) disconnect the supply of reticulated energy products to the relevant lot.

- (i) An owner or occupier shall ensure that any energy product installation is maintained free of any defect which is likely to cause a fire or electrical shock. Subject to the Act, the Body Corporate shall be entitled to enter a lot to inspect any energy products installations.
- (j) For the purposes of ensuring the efficient and constant supply of electricity to the lots due to limitations in the supply of electricity, the Body Corporate may impose restrictions, in such a manner and to such an extent as it considers necessary, upon the use of electrical articles (as defined in the Electricity Act 1994), including the prohibition of the use of specified articles.

32. INTERPRETATION:

- (a) For the purpose of these By-laws words importing any number or gender or a person shall include any other number or person whether natural or otherwise.
- (b) In these By-laws, except where inconsistent with the context, the following terms have the following meaning:-
 - (i) "the Act" means the Body Corporate and Community Management Act 1997 and all Regulations thereunder, as amended from time to time;
 - (ii) "Committee" means the Committee of the Body Corporate elected or otherwise appointed from time to time as provided for in the Regulation Module;
 - (iii) "Regulation Module" means the Regulation Module identified in Item 2 of the Community Management Statement to which these By-laws are annexed.
 - (iv) "Supervised Access" means that the Body Corporate must co-ordinate with the owner the access activity to ensure reasonableness of timing, security arrangements and the actions of its contractors in order to minimise inconvenience to the occupier.

SCHEDULE D	OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED
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SERVICE LOCATION DIAGRAM:

Service Location Diagram over all lots in SP 180118 and that part of Common Property in Waters Edge on the Broadwater Community Titles Scheme in the form annexed marked 'SLD'.

Lots on Plan or CP	Statutory Easement	Service Location Diagram
Common Property <i>Waters Edge on the Broadwater</i> CTS 35252	Support, Water, Electricity, Sewer, Stormwater, Telstra, Gas	Plan SLD
Lot 1001 SP 180118	Support, Water, Electricity, Sewer, Stormwater, Telstra, Gas	Plan SLD
Lot 1002 SP 180118	Support, Water, Electricity, Sewer, Stormwater, Telstra, Gas	Plan SLD
Lot 1003 SP 180118	Support, Water, Electricity, Sewer, Stormwater, Telstra, Gas	Plan SLD
Lot 1004 SP 180118	Support, Water, Electricity, Sewer, Stormwater, Telstra, Gas	Plan SLD
Lot 1005 SP 180118	Support, Water, Electricity, Sewer, Stormwater, Telstra, Gas	Plan SLD
Lot 1006 SP 180118	Support, Water, Electricity, Sewer, Stormwater, Telstra, Gas	Plan SLD
Lot 1007 SP 180118	Support, Water, Electricity, Sewer, Stormwater, Telstra, Gas	Plan SLD

Lot 1506	SP 180118	Support, Water, Electricity, Sewer, Stormwater, Telstra, Gas	Plan SLD
Lot 1507	SP 180118	Support, Water, Electricity, Sewer, Stormwater, Telstra, Gas	Plan SLD
Lot 1601	SP 180118	Support, Water, Electricity, Sewer, Stormwater, Telstra, Gas	Plan SLD
Lot 1602	SP 180118	Support, Water, Electricity, Sewer, Stormwater, Telstra, Gas	Plan SLD
Lot 1603	SP 180118	Support, Water, Electricity, Sewer, Stormwater, Telstra, Gas	Plan SLD
Lot 1604	SP 180118	Support, Water, Electricity, Sewer, Stormwater, Telstra, Gas	Plan SLD
Lot 1605	SP 180118	Support, Water, Electricity, Sewer, Stormwater, Telstra, Gas	Plan SLD
Lot 1606	SP 180118	Support, Water, Electricity, Sewer, Stormwater, Telstra, Gas	Plan SLD
Lot 1607	SP 180118	Support, Water, Electricity, Sewer, Stormwater, Telstra, Gas	Plan SLD
Lot 2001	SP 180118	Support, Water, Electricity, Sewer, Stormwater, Telstra, Gas	Plan SLD
Lot 2002	SP 180118	Support, Water, Electricity, Sewer, Stormwater, Telstra, Gas	Plan SLD
Lot 2101	SP 180118	Support, Water, Electricity, Sewer, Stormwater, Telstra, Gas	Plan SLD
Lot 2102	SP 180118	Support, Water, Electricity, Sewer, Stormwater, Telstra, Gas	Plan SLD
Lot 2201	SP 180118	Support, Water, Electricity, Sewer, Stormwater, Telstra, Gas	Plan SLD
Lot 2202	SP 180118	Support, Water, Electricity, Sewer, Stormwater, Telstra, Gas	Plan SLD
Lot 2301	SP 180118	Support, Water, Electricity, Sewer, Stormwater, Telstra, Gas	Plan SLD
Lot 2302	SP 180118	Support, Water, Electricity, Sewer, Stormwater, Telstra, Gas	Plan SLD

SCHEDULE E	DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY
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Exclusive Use Areas
By-law 27 – Car Space Allocations; AND
By-law 28 – Storage Space Allocations

SCHEDULE			
Lot Number	Car Space	Storage Space	Sketch Plan
Lot 1001 SP 180118	57		On Plan "A"
Lot 1002 SP 180118	29 and 30		On Plan "A"
Lot 1003 SP 180118	55		On Plan "A"
Lot 1004 SP 180118	56		On Plan "A"
Lot 1005 SP 180118	62		On Plan "A"
Lot 1006 SP 180118	64 and 65		On Plan "A"
Lot 1007 SP 180118	48 and 49	S20	On Plan "A"
Lot 1101 SP 180118	46		On Plan "A"

Lot 1102	SP 180118	35 and 36		On Plan "A"
Lot 1103	SP 180118	5		On Plan "A"
Lot 1104	SP 180118	7		On Plan "A"
Lot 1105	SP 180118	6		On Plan "A"
Lot 1106	SP 180118	37 and 38		On Plan "A"
Lot 1107	SP 180118	51		On Plan "A"
Lot 1201	SP 180118	45		On Plan "A"
Lot 1202	SP 180118	8 and 9		On Plan "A"
Lot 1203	SP 180118	28	S3	On Plan "A"
Lot 1204	SP 180118	40		On Plan "A"
Lot 1205	SP 180118	69		On Plan "A"
Lot 1206	SP 180118	76 and 77		On Plan "A"
Lot 1207	SP 180118	43		On Plan "A"
Lot 1301	SP 180118	44		On Plan "A"
Lot 1302	SP 180118	12 and 13		On Plan "A"
Lot 1303	SP 180118	63		On Plan "A"
Lot 1304	SP 180118	34		On Plan "A"
Lot 1305	SP 180118	68		On Plan "A"
Lot 1306	SP 180118	10 and 11	S17, S18	On Plan "A"
Lot 1307	SP 180118	42		On Plan "A"
Lot 1401	SP 180118	54		On Plan "A"
Lot 1402	SP 180118	26 and 27	S19	On Plan "A"
Lot 1403	SP 180118	75		On Plan "A"
Lot 1404	SP 180118	73		On Plan "A"
Lot 1405	SP 180118	74		On Plan "A"
Lot 1406	SP 180118	66 and 67	S11	On Plan "A"
Lot 1407	SP 180118	41		On Plan "A"
Lot 1501	SP 180118	53		On Plan "A"
Lot 1502	SP 180118	71 and 72		On Plan "A"
Lot 1503	SP 180118	50		On Plan "A"
Lot 1504	SP 180118	70	S15	On Plan "A"
Lot 1505	SP 180118	31 and 32		On Plan "A"
Lot 1506	SP 180118	14 and 15	S12	On Plan "A"

Lot 1507	SP 180118	47		On Plan "A"
Lot 1601	SP 180118	52		On Plan "A"
Lot 1602	SP 180118	22 and 23	S10	On Plan "A"
Lot 1603	SP 180118	16 and 17	S7	On Plan "A"
Lot 1604	SP 180118	18 and 19	S6	On Plan "A"
Lot 1605	SP 180118	24, 25 and 33	S5, S14, S16	On Plan "A"
Lot 1606	SP 180118	20 and 21	S4	On Plan "A"
Lot 1607	SP 180118	39	S13	On Plan "A"
Lot 2001	SP 180118	1		On Plan "A"
Lot 2002	SP 180118	3		On Plan "A"
Lot 2101	SP 180118	2		On Plan "A"
Lot 2102	SP 180118	4		On Plan "A"
Lot 2201	SP 180118	59	S1	On Plan "A"
Lot 2202	SP 180118	58	S2	On Plan "A"
Lot 2301	SP 180118	78 and 79	S8	On Plan "A"
Lot 2302	SP 180118	60 and 61	S9	On Plan "A"

Scheme Name: WATERS EDGE ON THE BROADWATER COMMUNITY TITLES SCHEME 35252

Body Corp. Addr: STEWART SILVER KING & BURNS
 (GOLD COAST) PTY LTD
 116-118 BUNDALL ROAD
 BUNDALL QLD
 4217

COMMUNITY MANAGEMENT STATEMENT No: 35252

Title	Lot	Plan
50602942	CP	SP 180118
50602943	1001	SP 180118
50602944	1002	SP 180118
50602945	1003	SP 180118
50602946	1004	SP 180118
50602947	1005	SP 180118
50602948	1006	SP 180118
50602949	1007	SP 180118
50602950	1101	SP 180118
50602951	1102	SP 180118
50602952	1103	SP 180118
50602953	1104	SP 180118
50602954	1105	SP 180118
50602955	1106	SP 180118
50602956	1107	SP 180118
50602957	1201	SP 180118
50602958	1202	SP 180118
50602959	1203	SP 180118
50602960	1204	SP 180118
50602961	1205	SP 180118
50602962	1206	SP 180118
50602963	1207	SP 180118
50602964	1301	SP 180118
50602965	1302	SP 180118
50602966	1303	SP 180118
50602967	1304	SP 180118
50602968	1305	SP 180118
50602969	1306	SP 180118
50602970	1307	SP 180118
50602971	1401	SP 180118
50602972	1402	SP 180118
50602973	1403	SP 180118
50602974	1404	SP 180118
50602975	1405	SP 180118
50602976	1406	SP 180118
50602977	1407	SP 180118
50602978	1501	SP 180118
50602979	1502	SP 180118
50602980	1503	SP 180118
50602981	1504	SP 180118
50602982	1505	SP 180118
50602983	1506	SP 180118

Title	Lot	Plan
50602984	1507	SP 180118
50602985	1601	SP 180118
50602986	1602	SP 180118
50602987	1603	SP 180118
50602988	1604	SP 180118
50602989	1605	SP 180118
50602990	1606	SP 180118
50602991	1607	SP 180118
50602992	2001	SP 180118
50602993	2002	SP 180118
50602994	2101	SP 180118
50602995	2102	SP 180118
50602996	2201	SP 180118
50602997	2202	SP 180118
50602998	2301	SP 180118
50602999	2302	SP 180118

COMMUNITY MANAGEMENT STATEMENT Dealing No: 711891596

** End of CMS Search Statement **

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