

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

GENERAL REQUEST

Form 14 Version 4
Page 1 of 1

Duty Imprint



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Searchable registers in the land registry and the water registry. 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 first community management statement for The Hedges SPHERE Community Titles Scheme

Lodger (Name, address & phone number)

McCullough Robertson Lawyers
66 Eagle Street
BRISBANE QLD 4000
Phone: (07) 3233 8888
Our ref: CLL:161005-1

Lodger Code

BE026A

2. Lot on Plan Description

Lot 13 on SP 229217

County

Ward

Parish

Nerang

Title Reference

50879661

3. Registered Proprietor/State Lessee

Sitting Bear Pty Ltd ACN 105 425 198

4. Interest

Not applicable

5. Applicant

Sitting Bear Pty Ltd ACN 105 425 198

6. Request

I hereby request that:

the first community management statement deposited herein be recorded as the first community management statement for The Hedges SPHERE Community Titles Scheme and that Complete Body Corporate Services, 10 Ferry Road, Southport QLD 4215 be recorded as the address for the service of the body corporate for the scheme.

7. Execution by applicant

Cherie Louise Leatham
Solicitor

22/5/12
Execution Date

Applicant's or Solicitor's Signature

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

THI
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CA:
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CONSENT BY THE BODY CORPORATE

Office use only

CMS LABEL NUMBER

statement incorporates and must include the following:

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

1. Name of community titles scheme

The Hedges SPHERE Community Titles Scheme

2. Regulation module

Accommodation Module

3. Name of body corporate

Body Corporate for The Hedges SPHERE Community Titles Scheme

4. Scheme land

Lot on Plan Description	County	Parish	Title Reference
Common Property of The Hedges SPHERE Community Titles Scheme and Lots 1- 42 on SP235707	WARD	NERANG	To Issue from 50879661
	WARD	NERANG	//

5. Name and address of original owner #

Sitting Bear Pty Ltd ACN 105 425 198 of 154 Musgrave Avenue, Southport Qld 4215

6. Reference to plan lodged with this statement

SP 235707

first community management statement only

7. Local Government community management statement notation

Jeremy Richard Wagner signed
Authorising Officer

..... name and designation

Gold Coast City Council name of Local Government

8. Execution by original owner/Consent of body corporate

Execution Date

8 12 12

Sitting Bear Pty Ltd ACN 105 425 198
Mark Anthony Howard – Sole Director

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

Privacy Statement

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

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
1 on SP 235707	1	1
2 on SP 235707	1	1
3 on SP 235707	1	1
4 on SP 235707	1	1
5 on SP 235707	1	1
6 on SP 235707	1	1
7 on SP 235707	1	1
8 on SP 235707	1	1
9 on SP 235707	1	1
10 on SP 235707	1	1
11 on SP 235707	1	1
12 on SP 235707	1	1
13 on SP 235707	1	1
14 on SP 235707	1	1
15 on SP 235707	1	1
16 on SP 235707	1	1
17 on SP 235707	1	1
18 on SP 235707	1	1
19 on SP 235707	1	1
20 on SP 235707	1	1
21 on SP 235707	1	1
22 on SP 235707	1	1
23 on SP 235707	1	1
24 on SP 235707	1	1
25 on SP 235707	1	1
26 on SP 235707	1	1
27 on SP 235707	1	1
28 on SP 235707	1	1
29 on SP 235707	1	1
30 on SP 235707	1	1
31 on SP 235707	1	1
32 on SP 235707	1	1
33 on SP 235707	1	1
34 on SP 235707	1	1
35 on SP 235707	1	1
36 on SP 235707	1	1
37 on SP 235707	1	1
38 on SP 235707	1	1
39 on SP 235707	1	1
40 on SP 235707	1	1
41 on SP 235707	1	1
42 on SP 235707	1	1
TOTALS: 42 LOTS	42	42

Explanation of Contribution Lot Entitlements

1. The contribution entitlements and interest entitlements have been calculated having regard to Section 66(db) and Section 66(dc) of the Act, and varied from equal only to the extent that it is just and equitable. The methodology used to vary the contribution entitlements and interest entitlements from a state of equality is as follows:
 - (i) The contribution schedule entitlements for each Lot are based on the equality principle; and the interest schedule entitlements for each Lot are based on the fair market value principle, compared to the total contribution and interest entitlements 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 expenditure; and
 - (c) in accordance with the principles of the Act laid down in Section 66; and
 - (d) the interest schedule entitlements are based on the principals of the Act laid down in Section 46B.
- (ii) The Body Corporate budget has been analysed and the expenditure categorised 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 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.

SCHEDULE B	EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND
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1. In accordance with the layered arrangements identified in the principal scheme SPHERE Southport Living Community Titles Scheme 37951.
2. The Hedges SPHERE Community Titles Scheme is a Subsidiary scheme in SPHERE Southport Living Community Titles Scheme 37951.
3. It is proposed that the Scheme Land will be subdivided by building format plans and standard survey plans under the Accommodation Module.
4. The interest lot entitlement and the contribution lot entitlement for lots in this stage are set out in Schedule A.

SCHEDULE C	BY-LAWS
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1. The by-laws in Schedule 2 of the Act will not apply to the Scheme and the following by-laws will apply:

Interpretation

- (a) Headings throughout these By-laws are for guidance only and are not to be used as an aid in the interpretation of these By-laws.

Plurals include the singular and singular the plural. References to either gender shall include a reference to the other gender.

Reference to the whole includes any part of the whole.

If any By-law is inconsistent with any by-law applying to the Principal Scheme, then the By-law will be of no effect to the extent of the inconsistency.

Where any By-law applies to an Owner, it will also apply to an Occupier (if the context permits).

Where any By-law applies to an Occupier, it will also apply to an Owner (if the context permits). This does not apply to any special rights or exclusive use that is given to an Owner, it being acknowledged that these can only be given to an Owner.

If it is held by any Court that any By-law (or any part of a By-law) is void, voidable, unlawful or invalid, it will be severed from this Schedule.

Throughout these By-laws, the following terms will, where the context so admits, have the meanings herein ascribed to them.

Act means the Body Corporate and Community Management Act 1997 and the Regulation Module applying to the Scheme;

Boat will include sailboard, jet ski and similar pleasure craft;

Body Corporate means the Body Corporate established upon the creation of the Scheme.

Buggy means a golf buggy or similar form of vehicle which the Committee designates as a 'buggy', from time to time.

Building means any building on the Scheme Land which contains a Lot(s).

By-laws means these By-laws or any specified part of them.

Caretaker – where applicable - means Manager or derivation of that expression.

Caretaker's Agreement means Resident Caretaker's Agreement as defined in these definitions.

Common Property means the common property referred to in the Scheme.

Committee means the Committee of the Body Corporate appointed pursuant to the Act.

Committee's Representative means a member of the Committee appointed from time to time for the purpose of representing the Committee.

Facilities means (if applicable) any swimming pool, sauna, spa, gym, meeting or function room, kitchen area, barbecue area, toilets, landscaped areas and any other recreation facilities on the Common Property.

Facilities Costs means all the costs, both capital costs and regularly recurring costs, of the Facilities including the cost of maintenance, repair, renewal and replacement of parts, so that the Facilities are kept in a good standard of repair and condition.

Gate means any form of gate or structure serving a purpose similar to a gate.

Gate Keys means any form of key, code, remote control or similar device to control Gates which Occupiers and Owners are authorised to open and close.

GST means any value added, consumption, turnover or similar tax, impost or duty on goods and/or services which is introduced by the Commonwealth or any State or Territory.

Home Occupation (if relevant to the Scheme) means the use of the relevant Lot as professional offices to provide consulting services, information technologies or as a mail order business, or such other lawful use as the Committee decides.

Improvements means pergolas, walls, windows, garage roller doors, doors, fly screens, gates, walkways, paths, driveways, yard, lawn, landscaping, garden, plants and irrigation, and drainage facilities located within a Lot or an area of Common Property which attaches to a Lot by virtue of an exclusive use by-law.

Lot means a lot in the Scheme.

Lot Owner has the same meaning as **Owner**.

Manager means Caretaker or derivation of that expression.

Manager's Unit means Resident Caretaker's Unit being any Lot nominated in writing from time to time to the Body Corporate by the Resident Caretaker.

Occupier and **Owner** have the meanings given to them in the Act.

Original Owner has the meaning given to it in the Act.

Principal Body Corporate is also referred to as PBC.

Principal Scheme means the SPHERE Southport Living Community Titles Scheme.

Recreation Areas includes any part of the **Facilities** on the Scheme Land.

Regulation Module means the regulation module that applies to the Scheme.

Resident Caretaker means the person or corporation appointed by the Body Corporate from time to time under a Resident Caretaker's Agreement.

Resident Caretaker's Agreement means an agreement entered into between the Body Corporate and the Resident Caretaker under which the Resident Caretaker agrees to keep the Common Property in good order. It includes any agreement from time to time that replaces or extends a resident caretaker's agreement.

Resident Caretaker's Unit means any Lot nominated in writing from time to time to the Body Corporate by the Resident Caretaker.

Scheme Land means all the land contained in the Scheme.

Scheme means the subsidiary scheme –The Hedges SPHERE Community Titles Scheme.

Secretary means the Secretary of the Body Corporate.

Security Alarm means an alarm (or similar device) in or on a Lot that emits a noise when activated, which can be heard from outside the Lot.

Vehicle means any type of car, motor bike or other form of transport which the Committee (acting reasonably) designates as a 'vehicle' from time to time.

2. Use of Lot

- (a) Subject to (c) and (d), each Lot will be used for residential purposes only, or, if permitted by the local government, for a Home Occupation or retail or commercial lot (not exceeding 5 lots in the entire Scheme) (and then only in accordance with the relevant laws and rules of the local government).
- (b) Where a Lot is used for a Home Occupation, no signage must be used to advertise the Home Occupation without the prior written consent of the Committee.
- (c) The Resident Caretaker's Unit may be used for any of the following purposes:
 - (i) residential;
 - (ii) management (including the letting of Lots);
 - (iii) approved commercial purposes; and
 - (iv) any lawful purpose approved by the Body Corporate.
- (d) This By Law and all other By Laws in this Community Management Statement shall be read and construed on the basis that Lot 1 shall be Leased to the Principal Body Corporate for the purposes set out in By Law 52 hereof and to that extent the Owner, Occupier or Lessee of Lot 1 is not required to comply with the within By Laws which are incompatible to that use. The Owner, Occupier or Lessee of Lot 1 shall otherwise abide by the By Laws.

3. General Appearance of Lots

- (a) No structural alterations will be made to any Lot (including any alteration to gas, water or electrical installations or work for the purpose of enclosing in any manner whatsoever the balcony, if any, of any Lot and including the installation of any air-conditioning system). An Owner or Occupier of a Lot must not in any way alter the exterior appearance of the Lot, nor cause to be constructed or placed upon any part of the Lot which can be viewed from outside the Lot any materials or items without the prior written consent of the Committee.
- (b) No garage on any Lot can be used for any purpose other than as a garage.

4. Maintenance of Lots

- (a) An Owner or Occupier of a Lot will:
 - (i) be responsible for the proper maintenance and decoration of his Lot;
 - (ii) maintain in good condition and repair any Improvements constructed or installed on the Lot (including where necessary, renewal or replacement of the whole or part thereof);
 - (iii) maintain the interior of his Lot in a clean condition and take all practical steps to prevent infestation by vermin and/or insects.
- (b) The Committee may give written notice to an Owner or Occupier of a Lot requiring that:
 - (i) the Improvements be put in a state of good condition and repair (including where necessary, renewal or replacement of the whole or part thereof); and
 - (ii) the obligations under By-law 4(a) be complied with,and if such notice has not been complied with to the reasonable satisfaction of the Committee within 14 days of the date of that notice, the Committee may, in its absolute discretion, cause the Improvements to be put in such a state and the Owner or Occupier (as the case may be) will forthwith pay the costs incurred or payable by the Body Corporate in that regard on demand.
- (c) An Owner or Occupier of a Lot will allow the Committee and the servants and contractors of the Body Corporate access to the Lot and the Improvements at all reasonable times for the purpose of inspection and carrying out works under this By-law provided that the Committee gives the Owner or Occupier reasonable notice of its intention to enter upon the relevant Lot and Improvements and carry out works under this By-law.

5. Appearance of Lots

- (a) Subject to paragraph (b) of this By-law and By-law 33 (Construction/Sale of Lots), an Owner or Occupier of a Lot will not hang washing, towels, bedding, clothing or other articles (except on clothes lines in designated areas provided by the Body Corporate (if any)) or display any sign, advertisement, placard, banner, pamphlet or like matter on the Common Property or on any part of his Lot in such a way as to be visible from outside the Lot.
- (b) The Resident Caretaker is permitted to display reasonable signs or notices on the Scheme Land offering for sale or lease any Lot but such signs or notices must not detract from the overall appearance of the Lots and the Scheme.

6. Water Apparatus

- (a) An Owner or Occupier of a Lot will see that all water taps on his Lot are properly turned off after use.
- (b) The water closets, conveniences and other water apparatus including water pipes and drains in each Lot must not be used for any purpose other than the purpose for which they were constructed or installed and no sweepings or rubbish and other unsuitable substances shall be deposited therein.

- (c) Any costs or expenses resulting from damage or blockage to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence will be borne by such Owner or Occupier whether the same is caused by his own acts or those of members of his household or his servants or agents or guests.

7. Lighting and Heating of Lots

The Owner or Occupier of a Lot must not use any chemicals, burning fluids, acetylene gas or alcohol in lighting or heating a Lot nor in any other way cause or increase a risk of fire or explosion in such Lot.

8. Storage of Flammable Liquids, etc.

An Owner or Occupier of a Lot must not, except with the prior written consent of the Body Corporate, use or store upon his or upon the Common Property any flammable chemical, liquid, gas or other flammable material, other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or fuel tank of a motor vehicle or internal combustion engine.

9. Windows

The windows of a Lot will be kept clean and promptly replaced with fresh glass of the original kind colour and weight if broken or cracked.

10. Window Covers

- (a) No window will be covered with aluminium foil or similar reflective material or tinted and no shutters, awnings or other window cover shall be affixed externally to any building or visible from the exterior of the building. This By-law will not prevent security screens (for example Crimsafe brand) being installed over windows but only after the written consent of the Committee as to the type, quality, colour and style of security screen has been obtained. Such consent may be withheld in the absolute discretion of the Committee.
- (b) An Owner or Occupier must not hang curtains visible from outside the Lot unless those curtains have a white backing, or unless such colour and design have been approved in writing by the Committee. An Owner or Occupier must not install, renovate and/or replace a curtain backing or window treatment without having the colour and design of same approved in writing by the Committee. In giving such approvals, the Committee must ensure, so far as practicable, that curtain backing and window treatment used in all Lots have colours that are sympathetic to the tones of the improvements on the Scheme Land and present an aesthetic appearance when viewed from common property or any other lot.
- (c) For the purposes of enforcing this By-law, the Committee may establish and maintain a policy in respect to window coverings.

11. Keeping of Animals

An Occupier may not without written consent of the Committee (which consent will not be unreasonably withheld or delayed) bring on to or keep "animals" (which expression shall include pets) on a Lot or the Common Property (subject to local authority laws) on the following conditions:

- (a) Neither the animal nor the animal's habitat shall become a nuisance.
- (b) Any animal must be kept controlled within the Occupier's Lot or exclusive use area and confined in a manner which prevents the animal from gaining access to the Common Property when not supervised.
- (c) No animal is permitted on Common Property unless it is on a leash or otherwise controlled under the supervision of the responsible Occupier. This By-Law extends to any Common Property of the Principal Body Corporate.
- (d) Fouling of the Common Property by an animal must be cleaned up by the Occupier responsible for the animal.
- (e) The animal must not weigh more than 10 kilograms.

- (f) The Committee may from time to time determine the nature, type or breed of animal and its weight, height and size which may be classified as an "animal" or "pet" for the purposes of this By-Law.
- (g) The Committee may issue warnings and/or revoke any consent to an Occupier as it considers appropriate and further may revoke any uncontrolled animal from the Common Property.

12. Antennae

No television, radio or other electronic antenna or device of any type may be erected, constructed or placed or permitted to remain on any Lot or on the Common Property unless and until the same has been approved in writing by the Committee or unless the same is contained within a Lot and not visible from the exterior of such Lot.

13. Security of Lots

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

14. Insurance

An Owner or Occupier of a Lot must not bring to, do or keep anything on his Lot (or the Common Property) which may increase the cost of insurance for the Body Corporate or prevent adequate insurance being obtained.

15. Nuisance

No noxious or offensive trade or activity may be carried on upon the Scheme Land or in any Lot nor may anything be done thereon which may be, or may become an annoyance or nuisance 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 Lot may be located used or placed on any portion of the Scheme Land or exposed to the view of other Owners or Occupiers without the prior written consent of the Body Corporate;
- (b) All musical instruments, wirelasses, radiograms, television sets, stereos and the like shall be controlled so that the sound arising therefrom is reasonable and will not cause annoyance to other Owners and Occupiers of Lots on the Scheme Land;
- (c) Guests leaving after 11:00 pm must be requested by their hosts to leave quietly and quietness must also be observed when Owners and Occupiers return to their Lots late at night or in the early morning hours;
- (d) In the event of any unavoidable noise in a Lot at any time the Occupier or Owner thereof will take all practical means to minimise annoyance to other residents by closing all doors, windows and curtains of their Lot and also take such further steps as may be within their power for the same purpose.

16. Depositing Rubbish on Common Property

An Owner or Occupier must not:

- (a) deposit or throw upon the Common Property or the exterior of a Lot any rubbish, dirt, dust or other material likely to interfere with the peaceful use and enjoyment of another Owner or Occupier or of any person lawfully using the Common Property;
- (b) 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 any window, door, skylight or balcony (if any) of his Lot.

Any damage or costs for cleaning or repair caused by breach hereof will be borne by the Owner or Occupier concerned.

17. Garbage Disposal

- (a) Except where the Body Corporate provides some other means of disposal, a suitable receptacle for garbage must be properly maintained in a sanitary condition by each Owner or Occupier in a place on their Lot not visible from the Common Property or on such part of the Scheme as may be authorised by the Committee.
- (b) All local authority By-laws and ordinances relating to the disposal of garbage must be complied with.
- (c) Nothing is to be done in the disposal or the maintenance of garbage bins which may damage the health, hygiene and comfort of anyone within the Scheme.
- (d) Rubbish bins are to be placed out for collection at the times and location specified by the Committee or the Local Authority. Empty bins must be collected by Owners or Occupiers the same day as they are emptied.

18. Damage to Lawns, etc. on the Scheme Land

An Owner or Occupier of a Lot must not:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon the Scheme Land; or
- (b) except with the prior written consent of the Body Corporate, use for his own purposes as a garden any portion of the Common Property.

19. Damage to the Common Property or Lot

An Owner or Occupier of a Lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property or any Common Property asset except with the consent in writing of the Body Corporate.

20. Committee to be Notified of Accidents etc.

An Owner or Occupier of a Lot must give to the Committee prompt notice of any accident to or defect in any water pipes, gas pipes, electric installations or fixtures which comes to his knowledge and the Committee will have authority by its servants or agents 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 any Lot or any buildings on the Scheme Land as often as may be necessary.

21. Vehicles

- (a) The Body Corporate grants to the Owner or Occupier of each Lot the occasional use of the parking areas on Common Property for the purposes of temporary visitor parking.
- (b) Owners and Occupiers shall not cause or permit their vehicles to leak oil, grease, brake fluid or other motoring fluids onto the Common Property. Any such occurrence must be cleaned up by the Owner or Occupier concerned but if not cleaned up within the reasonable notice period given by the Committee, the Body Corporate may cause the cleaning to be done and the costs shall be recoverable by the Body Corporate from the Owner or Occupier concerned as a debt due.
- (c) Owners and Occupiers and their invitees shall observe any vehicle speed limit, parking or road rule sign posted on the Common Property.
- (d) Any road rule sign posted on the Common Property in the same or similar form to signs prescribed by the regulations governing usage of public roads in Queensland shall have the same meaning as ascribed to such public signs at law.
- (e) An Owner or Occupier shall not bring onto nor permit to remain on Common Property any unregistered Vehicle (where that Vehicle requires registration).
- (f) An Owner or Occupier of a Lot must not obstruct the lawful use of the Common Property by any person.

The pathways and driveways on the Common Property and any easement giving access to the Common Property must 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.

(g) An Occupier shall not:

- (i) drive or permit to be driven any vehicle in excess of the tonnage set by the Committee from time to time on to or over the Common Property other than a vehicle necessary to facilitate the occupation of any Lot and any vehicle permitted by any law to access the Common Property;
 - (ii) permit any invitees' vehicles to be parked on the roadway forming part of the Common Property at any time;
 - (iii) permit any Boat, trailer, caravan, campervan or mobile home on the Common Property or on or in any car parking space.
- (h) Occupiers may park their vehicles on the driveway that services their respective lot provided that the vehicle is wholly contained in the driveway area and that there are already vehicle(s) parked in the garage of the Lot concerned.
- (i) Any invitees shall park their vehicles in the visitors' parking bays on the Common Property and shall use such area only for its intended purpose of casual parking.

22. Use of Caravans etc.

An Owner or Occupier of a Lot must not -

- (i) permit any caravan, campervan, mobile home, Boat or trailer upon the Common Property or upon his Lot unless it is housed in a garage and is not visible from any part of the Common Property;
- (ii) permit any occupation of a caravan, campervan or mobile home upon his Lot.

23. Inspection of Lots

- (a) Upon one (1) day's notice in writing (or without notice in the case of emergency) the Committee and its servants, agents and contractors will be permitted to inspect any Lot and to test any electrical, gas or water installation or equipment thereon and to trace and repair any leakage or defect in the said installations or equipment (at the expense of the Owner or Occupier of the Lot concerned).
- (b) If not so permitted the Committee may effect an entry without liability for any damage occasioned to the Lot or any structure thereon in effecting the entry.
- (c) The Committee, in exercising this power, will ensure that its servants, agents and employees cause as little inconvenience to such Owner or Occupier as is reasonable in the circumstances.

24. Observance of these By-Laws

The duties and obligations imposed by these By-laws on an Owner or Occupier of a Lot must be observed not only by such Owner or Occupier but by the tenants, guests, servants, employees, agents, children, invitees and licensees of such Owner or Occupier. An Owner or Occupier of a Lot must take all reasonable steps to ensure that his invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using the Common Property.

25. Repairs by the Body Corporate

Where the Body Corporate expends money to make good the damage caused by a breach of the Act or of these By-laws by an Owner or Occupier of a Lot or the tenants, guests, servants, employees, agents or children, invitees or licensees of such Owner or Occupier or of any of them, the Committee will 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.

26. Contractors

An Owner or Occupier of a Lot must not directly instruct any contractors or workmen employed by the Committee unless so authorised, and all requests for consideration of any particular matter to be referred to the Committee shall be directed to the Committee's Representative, who shall in turn refer the same to the Committee for determination.

27. Notification of Infectious Diseases

In the event of any infectious disease which may require notification by virtue of any statute, regulation or ordinance affecting any person upon any Lot the Owner or Occupier of such Lot must give, or cause to be given, notice thereof and any other information which may be required relative thereto to the Committee and shall pay to the Committee the expenses of disinfecting the Lot where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease.

28. Notices to be Observed

An Owner or Occupier of a Lot must observe the terms of any notice displayed on any part of the Common Property by authority of the Committee or of any statutory authority.

29. Rules Relating to Common Property and Use of Facilities and Recreation Areas

- (a) The Committee may make, in addition to those set out below, rules relating to the Common Property and in particular in relation to the use of any Improvements on the Common Property including Recreation Areas and other Facilities, not inconsistent with these By-laws and the same must be observed by the Owners or Occupiers of Lots unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Body Corporate.
- (b) All Owners or Occupiers of Lots making use of the Recreation Areas or Facilities must ensure:
 - (i) that his invitees and guests do not use the same or any of them unless he or another Owner or Occupier accompanies them;
 - (ii) that children below the age of thirteen (13) years are not in or around the same unless accompanied by an adult Owner or Occupier exercising effective control over them;
 - (iii) that he and his invitees exercise caution at all times and not behave in any manner that is likely to interfere with the use and enjoyment of the same by other persons;
 - (iv) they book the relevant Recreation Area through any reservation system provided by the Caretaker;
 - (v) all users of a Recreation Area must be suitably attired and must observe a dress code suitable for the occasion;
 - (vi) that alcoholic beverages must not be consumed within 5 metres of a pool;
 - (vii) that food, glass, breakable items (other than in a designated eating area) and pets must not be brought into the pool area;
 - (viii) that all users of the Recreation Areas comply with any rules (including signage) made from time to time by the Committee;
 - (ix) that an Owner or Occupier of a Lot must not without proper authority operate, adjust or interfere with the operation of any equipment associated with the Recreation Areas;
 - (x) they do not use the Recreation Areas other than at those times permitted by By-Law 31 below;
 - (xi) they use any plant and equipment in accordance with directions or instructions given by the Committee or the Caretaker.

- (c) All Owners or Occupiers of Lots acknowledge that the Recreation Areas and Facilities are subject to an occupation authority and the Caretaker has the right to operate a reservation system.
- (d) There is a total prohibition on smoking tobacco or other products in, about or on any Common Property including the Recreational Areas and Facilities.

30. Gate Keys

- (a) Unless authorised by the Committee, no one may interfere with mechanisms operating gates. Gate mechanisms may only be operated as authorised by the Committee. Any malfunction of a Gate must be reported to the Committee.
- (b) Gate Keys are to be dealt with in a security conscious manner. Gate Keys may not be lent to anyone other than another Owner or Occupier. The loss of a Gate Key is to be reported to the Committee.
- (c) The Body Corporate will issue Gate Keys in the reasonable quantity required by an Owner or Occupier on payment by that person to the Body Corporate of a fee and lodgement of a bond as reasonably determined by the Committee. Gate Keys will remain the property of the Body Corporate.
- (d) An Owner or Occupier, on ceasing to be an Owner or Occupier, must promptly return to the Committee all Gate Keys in their possession. If a Gate Key is returned in good working order and condition any bond held in respect to that Gate Key will be refunded.

31. Times for Use of Recreation Areas

The Recreation Areas must not be used between the hours of 10:00p.m. and 7:00a.m. unless otherwise properly authorised in writing.

32. Further Rules for Use of Recreation Areas

The Body Corporate may make and issue such further rules as it deems appropriate with respect to the use of the Recreation Areas and Facilities from time to time and Owners and Occupiers shall duly comply with same.

33. Special Right - Construction/Sale of Lots

- (a) Whilst the Original Owner (and any person to whom the Original Owner assigns its rights under this By-law) remains an Owner of any Lot in the Scheme Land it and its contractors, agents and those authorised by it, will be entitled to the following special rights:
 - (i) to place such signs and other advertising and display material in and about the Lot, and about the Common Property which signs will in all respects be attractive and tasteful having regard to the visual and acoustic privacy of other Lots and the general aesthetics and amenity of the Scheme Land, and will not at any time, and from time to time be more, in terms of number and size, than is reasonably necessary;
 - (ii) together with persons authorised by it, to pass over the Common Property (with or without vehicles and equipment) to gain access to and egress from any part of the Scheme Land;
 - (iii) to carry out any building (including construction) of any improvements, or any other things done, on the Scheme Land and no objection will be made to the noise, nuisance or other inconvenience which might arise from that; and
 - (iv) to use the Common Property or other lots in the Scheme to:
 - (1) give access to and egress from any part of the Scheme Land with or without vehicles and equipment (or either of them); and
 - (2) store building materials, landscaping materials (including without limitations, plants, shrubs, palm trees, mulch, soil and similar things), vehicles, equipment or fill on the Scheme Land.
- (b) In exercising its rights under this By-law, the Original Owner will use reasonable endeavours to prevent undue interference with the enjoyment, by lot Owners, of their lots and the Common Property.

- (c) While any construction or building operations are occurring on the Scheme Land, Lot Owners, Occupiers and invitees to the Scheme Land must comply with the reasonable direction of the Original Owner (and persons authorised by it). In particular, they must comply with any altered traffic (vehicle and pedestrian) flow directions.

34. No Objection

The Original Owner is permitted to use and damage the Common Property for the purpose of developing the Scheme Land. If any damage is caused to the Common Property or anything on the Common Property, the Original Owner will make good the damage at its expense.

35. By-Laws to be Exhibited

A copy of these By-laws (or a précis thereof approved by the Committee) must be exhibited in a prominent place in any Lot made available for letting.

36. Speed Limits

An Owner or Occupier of a Lot must 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 must use his best endeavours to ensure that his invitees do not exceed the Speed Limit in such circumstances.

37. Recovery of Monies

If an Owner or Occupier breaches the Act or these By-laws and the Body Corporate spends money to rectify any damage caused by the breach, then the Body Corporate will be entitled to recover the amount spent as a liquidated debt from the Owner or Occupier of the relevant Lot at the time the breach occurred.

38. Recovery of Costs

- (a) An Owner must pay on demand the whole of the Body Corporate's costs and expenses (including solicitor and own client costs plus any GST properly chargeable in respect of those costs and expenses) in connection with:
- (i) recovering levies or monies payable to the Body Corporate pursuant to the Act or these By-laws duly levied upon an Owner by the Body Corporate, or otherwise pursuant to these By-laws;
 - (ii) all legal or other proceedings concluded by way of settlement or Court determination in favour of the Body Corporate taken by or against the Owner or Occupier of a lot.
 - (iii) the legal and other costs incurred by the Body Corporate in issuing a notice of breach of bylaw or similar notice and the cost of remedying any such breach.
- (b) The amount of any such costs shall be deemed to be a liquidated debt due by the Owner to the Body Corporate.
- (c) If the Owner fails to pay any such costs upon demand, the Body Corporate:
- (i) may take action for the recovery of those costs in a Court of competent jurisdiction, and/or
 - (ii) enter such costs and expenses against the levy account of the Owner.
- (d) In this By-law, references to an Owner shall be deemed to include a reference to a mortgagee in possession of any Owner's Lot.
- (e) The Body Corporate may include any costs payable to it under this By-law on any certificate issued in respect of the lot under the Act, including but not limited to a notation of unpaid insurance premiums, telephone charges and excess water charges.

39. Alterations to the Exterior of Lots

- (a) Where an Owner proposes to carry out work which will alter the exterior of any Lot, he must follow the procedure set out below:-
- (i) Apply in writing to the Committee, outlining the proposed work and provide plans and specifications. Such plans and specifications must be of the same architectural standard as the development.
 - (ii) The Committee, on behalf of the Owner, shall submit to the architect nominated by the Committee from time to time the plans and specifications for his consent in writing. The Committee will use its best endeavours to ensure that the architect gives a decision with reasonable expedition.
 - (iii) The decision of the architect to consent or not to any plans and specifications will be final, provided that the architect will be entitled to consent to such plans with appropriate variations and/or conditions. If the architect refuses to give such consent or consents subject to variations to the plans and/or conditions, the Owner will not be entitled to make the alterations proposed or shall only be able to make them if the variations are incorporated or the conditions complied with (as the case may be).
 - (iv) If the architect consents to such plans with or without variations or conditions then, at the request of the relevant Owner, the proposal will be submitted to a general meeting of the Committee for permission to proceed with the works as approved by the architect.
 - (v) Any reasonable costs associated with the procedure outlined above, including any fee from the architect must be paid by the Owner seeking to make the alterations. If requested by the Committee, an estimate of the fee must be paid in advance by the Owner to the Committee before it submits the plans and specifications to the architect for approval.
- (b) Nothing in this By-law removes the obligation to obtain any necessary consent from any responsible authority (for example, a local government) to any alterations.

40. Auction Sales

An Owner or Occupier of a Lot must not permit any auction sale to be conducted or to take place in his Lot or in the dwelling or upon the Scheme Land without the prior approval in writing of the Committee. This By-law does not apply to the Original Owner (and any person to whom the Original Owner assigns its rights under this By-law).

41. Access by Electricity Authority

If a Lot contains a meter and/or switchboard, an Owner or Occupier of that Lot must make such meter and/or switchboard available for access at all reasonable times to a nominee of the Committee or the relevant body administering the supply of the relevant service to the Lot.

42. Bulk supply of electricity or other utility services

The Body Corporate may supply electricity or other utility services for the benefit of Owners and Occupiers and in such case this By-law will apply.

- (a) The Body Corporate may purchase reticulated electricity or other services on the most economical basis for the whole of the Scheme Land from the relevant authority.
- (b) The Body Corporate may sell reticulated electricity or other services to Occupiers. Occupiers are not compelled to buy electricity or other services from the Body Corporate.
- (c) The Body Corporate must arrange for the installation of a separate electricity or other service meter for each Lot.
- (d) The Body Corporate is not required to supply to any Occupier electricity or other service requirements beyond those requirements which the relevant authority could supply at any particular time.

- (e) Insofar as it is lawful, the price to be charged by the Body Corporate to an Occupier for the supply of reticulated electricity or other services will be the total of:
 - (i) the price paid by the Body Corporate for the electricity or the other services; and
 - (ii) any additional cost incurred by the Body Corporate reading meters and issuing accounts and doing other things required for the supply of the electricity or other services.
- (f) The Body Corporate may render accounts to an Occupier supplied with electricity or other services under this By-law and such accounts are payable to the Body Corporate within 14 days of delivery of such accounts.
- (g) In respect of an account which has been rendered pursuant to these By-laws, the Occupier is liable, jointly and severally with any person who was liable to pay that electricity or other services accounts when that Occupier became the Occupier of that Lot.
- (h) In the event that an account for the supply of reticulated electricity or other service is not paid by its due date for payment, then the Body Corporate is entitled to:
 - (i) recover the amount of the unpaid account or accounts (whether or not a formal demand has been made) as a liquidated debt due to it in any court of competent jurisdiction; and/ or
 - (ii) disconnect the supply of reticulated electricity or other services to the relevant Lot.
- (i) The Body Corporate is not, under any circumstances whatsoever, responsible or liable for any failure of the supply of electricity or other services due to break downs, repairs, maintenance, strikes, accidents or causes of any class or description.
- (j) The Body Corporate may, from time to time, determine a security deposit to be paid by each Occupier who is entitled to the supply of the reticulated electricity or other services as a guarantee against non-payment of accounts for the supply of reticulated electricity or other services.

In this By-law, references to the Body Corporate include any person engaged by the Body Corporate to supply the services.

43. Booking of Common Property

- (a) The Resident Caretaker may, at its discretion, operate a booking system, to enable Owners or Occupiers of the Scheme Land to reserve that part of the Common Property for functions from time to time.

In operating such booking system the Resident Caretaker:

- (i) will allocate bookings on a "first come first served" basis; and
 - (ii) will operate fairly and co-operatively with the other subsidiary schemes; and
 - (iii) may require a deposit of \$100.00 (or other amount the Committee deems appropriate from time to time) to cover the costs of cleaning and repair of Common Property. If, in the reasonable opinion of the Resident Caretaker, the Common Property has not been adequately cleaned after the function, or that damage has occurred to the Common Property as a result of the function, then the Resident Caretaker may withhold the deposit and apply it to such cleaning or repair. The Owner or Occupier is liable to then pay for any balance cost forthwith.
- (b) The Resident Caretaker must comply with the reasonable requirements of the Committee, notified to the Resident Caretaker from time to time, in relation to the management and operation of a booking system.

44. Exclusive Use – Car Parking Areas

- (a) Each Owner for the time being of a Lot in the Community Titles Scheme nominated by the Original Owner under this By-Law may be entitled to the exclusive use for itself and its licensee of the car space or spaces, if identified in Schedule E of this Community Management Statement and delineated on the relevant Plans attached to this Community Management Statement, the identifying number or numbers of which shall be notified in writing by the Original Owner to the Body Corporate within twelve (12) months after the date of recording of the Community Management Statement. In respect of those spaces allocated pursuant to this By-Law, the Committee is hereby authorised to vary allocations so made and to transpose spaces or any part of those spaces from one lot to another lot at any time and from time to time on the written request of the owners of the lots involved. The costs of any new Community Management Statement required as a result of a transposition of spaces (including legal costs) shall be paid by the owners of the lots involved. Each Owner to whom exclusive use of the space or spaces is given pursuant to this By-Law shall use such space or spaces for the purpose of car parking only, and shall not litter the same or use the same so as to create a nuisance and shall clean and remove any oil spillage, subject to the below sub-clause, from the surface of such space. In all other respects, the Body Corporate shall, at its own cost, continue to be responsible to carry out its duties pursuant to the Act and the Module.
- (b) Each Owner to whom exclusive use of a car space has been given, shall, subject to Body Corporate approval, be entitled to enclose an area of the car space for the purposes of creating a storage area provided that:
- (i) the Owner obtains all necessary approvals from the Gold Coast City Council;
 - (ii) no articles shall be permitted to be stored on the floor;
 - (iii) the storage area, and all gates, doors or other shutters associated with the storage area, are not capable of intruding into an adjoining car space and do not otherwise interfere with the use and enjoyment of any adjoining car space;
 - (iv) the design and construction of the storage area is approved by the Committee, which shall not be entitled to unreasonably withhold its approval if the design and construction complies with any design and construction guidelines issued by the Original Owner.

45. Exclusive Use – Storage Areas

- (a) Each Owner for the time being of a Lot in the Community Titles Scheme nominated by the Original Owner under this By-Law shall be entitled to the exclusive use for itself and its licensee of the storage space or spaces, identified in Schedule E of this Community Management Statement and delineated on the relevant Plans attached to this Community Management Statement, the identifying number or numbers of which shall be notified in writing by the Original Owner to the Body Corporate within twelve (12) months after the date of recording of the Community Management Statement. In respect of those storage spaces allocated pursuant to this By-Law, the Committee is hereby authorised to vary allocations so made and to transpose spaces or any part of those spaces from one lot to another lot at any time and from time to time on the written request of the Owners of the lots involved. The costs of any new Community Management Statement required as a result of a transposition of spaces (including legal costs) shall be paid by the owners of the lots involved. Each Owner to whom exclusive use of the storage space or spaces is given pursuant to this By-Law shall use such storage space or spaces for the purpose of storage only, and shall not litter the same or use the same so as to create a nuisance. In all other respects, the Body Corporate shall, at its own cost, continue to be responsible to carry out its duties pursuant to the Act and the Module.
- (b) Each Owner to whom exclusive use of a storage space has been given, shall be entitled to enclose the storage space provided that:
- (i) the Owner obtains all necessary approvals from the Gold Coast City Council;
 - (ii) no articles shall be permitted to be stored on the floor;
 - (iii) the storage space, and all gates, doors or other shutters associated with the storage space, are not capable of intruding into an adjoining area and do not otherwise interfere with the use and enjoyment of any adjoining area;

- (iv) the design and construction of the storage space is approved by the Committee, which shall not be entitled to unreasonably withhold its approval if the design and construction complies with any design and construction guidelines issued by the Original Owner.

46. Hard Flooring

- (a) An Occupier must not install or cause to be installed or place in or upon any part of a Lot hard flooring such as timber, tiles, marble or any similar material (*Works*) unless the Occupier has first obtained the written approval of the Committee and uses an acoustic underlay approved of by the Committee.
- (b) Where the Committee grants consent to the installation of the Works, in addition to any other conditions the Committee may impose, the following conditions may also apply:
- (i) The Floor Impact Isolation Class (*FIIIC*) of the Works when completed must not be less than the following performance specification:

AREA	
Kitchen	60
Lounge/Bedroom	60

- (ii) Following the installation of the Works, the Occupier must at its cost have the FIIIC determined by a field test conducted by an accredited acoustic consultant approved by the Committee. The Occupier will provide a copy of the consultant's report to the Committee within seven (7) days of receiving it.
- (iii) Where the FIIIC of the completed Works is less than the level detailed in paragraph (b)(i), the Occupier must, within a reasonable time and at its cost, cause the removal of the Works and/or have any necessary procedures or additional works undertaken in order for the Works to comply with the requirements in that paragraph. Following any such remedial action being taken, the provisions of paragraph (b)(ii) must again be complied with by the Occupier.
- (iv) Where the Works are installed and the FIIIC complies with the requirements of paragraph (b)(i) and any other conditions imposed by the Committee, the Body Corporate or its representative must notify the Body Corporate's insurers of the installation of the Works and the Occupier will be liable for any increase in premium as a result of the installation of the Works.

An Occupier must comply with any conditions imposed by the Committee when granting its consent, including any conditions which are imposed by the Committee to prevent any noise arising in any way out of the installation or use of the Works from being transmitted from the Lot to another Lot.

- (c) The granting of any approval by the Committee of the Body Corporate does not in any way relieve an Occupier of his or her responsibility under any other By-Laws.
- (d) If an Occupier fails to comply with the terms of this By-law, then an Occupier will, at his or her expense, remove the Works from the Lot upon receiving written notice from the Committee.
- (e) This By-law only applies to Lots which are directly above another Lot.

47. Restricted Access Area

- (a) Any areas of the Common Property used for:
- (i) electrical substations, switchrooms, or control panels;
- (ii) fire service control panels;
- (iii) telephone exchanges;
- (iv) security gate system; or

- (v) other services to the Lots and Common Property (or either of them), may be kept locked by the Committee (or its appointed representative) unless otherwise required by law. Persons may not enter or open such locked areas without the prior written consent of the Committee.
- (b) The Committee may use appropriate areas of the Common Property to store plant and equipment used for the performance of the Body Corporate's duties in respect of the Common Property. Any such areas may be locked and access prohibited without the prior written consent of the Committee.

48. Special Rights - Marketing

Despite anything else contained in these by-laws, the Occupier of the Lot nominated from time to time by the Original Owner to the Body Corporate has the special right to use reasonable methods in selling and marketing any lots in the Scheme, including, without limitation:-

- (a) erecting and maintaining signs on the Scheme Land;
- (b) the use of Common Property;
- (c) using any Lot as a display unit;
- (d) allowing people to pass over the Common Property to and from any lots in the Scheme without restriction.

For that purpose any security system which restricts such movement must be adjusted or deactivated, as appropriate.

49. Principal Scheme By-laws

Where anything in these by-laws is inconsistent with the Principal Scheme by-laws, the Principal Scheme by-laws are paramount and these By-laws must be read down to the extent of the inconsistency.

50. Buggies

Where any Owner or Occupier of a Lot wants to use a Buggy on any part of the Scheme Land (or any other land over which the Body Corporate has access rights, the following applies:

- (a) Buggies must be kept in good condition and repair at all times;
- (b) Buggies must be registered with any appropriate authority and have all relevant approvals, consents, authorisations and other things required by law (together called **Consents**) to allow them to be used, obtained before such use. Evidence of the Consents and registration must be attached to the Buggy at all times;
- (c) A comprehensive insurance policy with a reputable insurer must be in place to cover all damage and injury to property or persons caused by the use of the Buggies (including damage to the Buggies themselves). The conditions of insurance must be satisfactory to the Committee (acting reasonably), however, in respect of injury, insurance must be for cover of not less than \$10 million for any single occurrence. Evidence of the currency of the policy (and its terms) must be attached to the Buggy at all times. In addition, the Committee must, if requested, be given a copy of the relevant insurance policy (together with evidence that it is current) when demanded;
- (d) Buggies must only be used on buggy paths that are set aside, from time to time, for the use of Buggies;
- (e) Buggies must not be overloaded;
- (f) Drivers of Buggies must hold an appropriate licence required by law and comply with any rules or regulations made from time to time by the Committee;
- (g) Buggies must only be parked on the Common Property and in any Subsidiary Scheme in areas designated for that purpose by the Original Owner to the Committee or, if the Original Owner does not make a designation, designated by the Committee to the secretary of the Body Corporate;

- (h) Any rules of use (including road rules) published by the Committee from time to time must be complied with, for example, speed limits and stop signs;
- (i) The relevant Owner and Occupier indemnifies the Body Corporate and its servants, agents and contractors against any loss, expense, cost, claim or damage the Body Corporate suffers or incurs due to the use or condition of the Buggy (regardless of who is in control of the Buggy at the time).

If the Committee decides that any of the provisions of this By-law are not being complied with, it may give a written notice to the Owner or Occupier of the Lot at which the Buggy is housed that the Buggy must not be used on the Scheme Land until the Committee is satisfied that such provision will be complied with. Upon the giving of that notice, the Buggy must not be used on the Scheme Land until the Committee gives a further written notice that it is so satisfied (acting reasonably and promptly).

The Committee can make rules and regulations from time to time, including its own registration system which apply to the use and operation of Buggies.

In the case of ambiguity or conflict in the within By-Law and By-Law 32 of the Principal Body Corporate CMS, the latter shall prevail, and apply.

51. Security Alarm

A Lot may have a Security Alarm approved by the Committee. If the Committee requires, such alarm must be connected to a base monitor operated by the relevant Caretaker.

52. Shared Facilities and Recreation Areas

(i) Principal Scheme

The Facilities and Recreation Areas in the Principal Scheme are a shared facility for the benefit of each and every Lot Owner (and occupier) and for the purposes of clarity, By-Law 36 of the Principal Scheme CMS is set out below:-

"By-Law 36 (Principal Scheme CMS)

- (a) The Body Corporate for SPHERE Southport Living CTS principal scheme (PBC) grants to all Lot Owners and members of any Subsidiary Scheme the right to access and use the Facilities and Recreation Areas.
- (b) The Body Corporate for SPHERE Southport Living CTS principal scheme (PBC) grants to the Caretaker of any Caretaking and Letting Agreement of any Subsidiary Scheme the right to access and use the Facilities and Recreation Areas so far as is necessary and appropriate for that Caretaker to provide and facilitate such rights, obligations and services to be undertaken and provided under the relevant Caretaking and Letting Agreement.
- (c) The PBC must not do any acts or make any by-laws, rules or regulations which would unreasonably restrict access to, or the use of, the Facilities or Recreation Areas by any Lot Owner or Occupier or Subsidiary Body Corporate.
- (d) The PBC must give to all Lot Owners all access codes and copies of keys and security passes required in order for the Lot Owner to access and use the Facilities and Recreation Areas.
- (e) The PBC must take reasonable steps to ensure that the Facilities and Recreation Areas are kept in good order and repair.
- (f) The PBC cannot make any changes to the Facilities and Recreation Areas which would permanently and adversely affect the rights of a Lot Owner to access and use the Facilities and Recreation Areas.

All Lot Owners in this Subsidiary Scheme are entitled to the use and enjoyment of the Facilities and Recreation Areas subject to and conditional upon compliance with Principal Scheme By-Law 36 recited above.

(ii) Kingfisher Curlew Subsidiary Scheme

Any Recreation Area within the Kingfisher Curlew Subsidiary Scheme under the control of the Principal Body Corporate (by lease, licence or otherwise) is a shared facility for the benefit of each and every Lot owner (and occupier) in all other Subsidiary Schemes and the Kingfisher Curlew Body Corporate has or shall, in respect of such Recreation Area enter into a Shared Facility Agreement with: -

- (a) The Principal Body Corporate; and
- (b) All Subsidiary Schemes including the within Scheme.

for the purposes of allowing all such Lot owners, occupiers and invitees access to and use of the Facilities and Recreation Area.

53. Exclusive Special Right – Manager's Unit

This By-Law attaches to the Manager's Unit. Whilst the Owner or Occupier of the Manager's Unit is authorised as a letting agent by the Body Corporate:-

- (a) The Body Corporate will not itself, directly or indirectly, perform the following activities as agent for others for reward:-
 - (i) letting Lots in the Community Titles Scheme;
 - (ii) collecting rents for Lots in the Community Title Scheme; or
 - (iii) provide ancillary services such as collection of dry cleaning, cleaning, hiring linen, hiring beds, hiring furniture and electrical equipment, tour bookings or selling tickets to tourist attractions ("a Letting Service").
- (b) Unless the Owner or Occupier of the Manager's Unit gives its written consent, the Body Corporate will allow only the Owner or Occupier of the Manager's Unit to provide from the Scheme Land a Letting Service or any part of a Letting Service. The consent of the Owner or Occupier of the Manager's Unit can be revoked.
- (c) The Body Corporate will not enter into with any other person or entity an agreement similar to the Caretaking and Letting Agreement entered into with the Owner or Occupier of the Manager's Unit.
- (d) The Body Corporate must not grant to any other person or entity the right to conduct any business of a similar nature to a Letting Service business from within the Scheme Land nor must the Body Corporate (or any of its members) directly or indirectly conduct or attempt to conduct any business that is similar to or includes elements of a Letting Service from within the Scheme Land.
- (e) The Owner or Occupier of the Manager's Unit will be entitled to erect or display signs or notices in or on the Common Property advertising any of the Letting Services it is authorised to provide.
- (f) The Body Corporate must not make any part of the Common Property available to any person or entity for the purposes of conducting Letting Services except as allowed under the Act.
- (g) The Owner and Occupier of the Manager's Unit has a special right in respect of the Common Property (to the extent of that area approved) to use it to carry out its business of providing a Letting Service, provided that this special right shall not extend to utility infrastructure on Common Property.
- (h) The Owner and Occupier of the Manager's Unit has a special right in respect of that part of the Common Property (limited to the area approved) to use it to serve liquor in accordance with a liquor licence held by the Owner or Occupier of the Manager's Unit.
- (i) The Body Corporate will continue to be responsible to carry out its duties pursuant to the Act in respect of any Common Property for which a special right is granted under this By-Law.

54. Special Right – Cabling and Ducting

- (a) The Occupier of the Manager's Unit has the special right to install cables, wires, pipes, ducts and associated equipment on the Common Property for the purposes of operating communications devices, closed circuit television and similar services.
- (b) The Occupier of the Manager's Unit shall be responsible for the costs of any maintenance and repair of the cables, wires, pipes, ducts and associated equipment installed by the Occupier of the Manager's Unit pursuant to this By-Law but in all other respects the Body Corporate shall be responsible to carry out its duties in respect of the maintenance and repair in respect of that part of the Common Property surrounding or affected by the cables, wires, pipes, ducts and associated equipment.

55. Special Right – Provision of Alcohol

The Owner and any Occupier of the Manager's Unit has the special right to serve alcohol, other beverages and food on Common Property and in Lots but only if all appropriate licenses and permits are held by it and laws complied with by it to allow such service.

56. Special Right – Pool and Recreation Areas

- (a) This By-Law attaches to the Manager's Unit.
- (b) The Occupier of the Manager's Unit is given a special right to service the swimming pools and recreation areas (if any) for the following purposes:-
 - (i) to serve food and beverages;
 - (ii) provide services ancillary to food and beverage service.
- (c) The Body Corporate shall remain responsible for all general cleaning, maintenance and operating costs associated with the pools and recreation areas subject to By-Law (d) below.
- (d) Any mess, plates, glasses or rubbish in the pools and recreation areas due to the activities allowed under this By-Law shall be cleared and cleaned by the Manager as soon as practicable to keep the areas in an attractive state.
- (e) The occupier of the Manager's Unit may restrict access to part (not exceeding 50% without written Committee approval) of a pool or recreation area for bona fide private functions for Lot Owners or Occupiers and their guests, but not on a permanent basis.

57. Special Right – Porte Cochere

- (a) This By-Law attaches to the Manager's Unit.
- (b) The Occupier of the Manager's Unit is given a special right to use the Porte Cochere (if any or similar area) for the following purposes:-
 - (i) to provide concierge services;
 - (ii) to receive and dispatch taxis, tour buses, limousines and other modes of transport for Occupiers;
 - (iii) to park tour buses, coaches and other vehicles on a short term basis;
 - (iv) to handle and stand luggage and luggage trolleys;
 - (v) for the congregation of tour groups and persons waiting for transport;
 - (vi) to erect directional and other signage provided that it does not unreasonably interfere with access and is of a type commonly used in apartment buildings; and

- (v) to provide such other services that an owner/occupier would expect to be provided in such an area.
- (c) The Manager shall be responsible for all cleaning, maintenance and operating costs associated with the Porte Cochere.
- (d) Access through and over the Porte Cochere shall not be unreasonably restricted.

58. Special Right – Porter's desk

- (a) This By-Law attaches to the Manager's Unit.
- (b) The Occupier of the Manager's Unit is given a special right to set up a portable Porter's desk for the following purposes:-
 - (i) to provide porter services;
 - (ii) to receive and dispatch taxis, tour buses, limousines and other modes of transport for Occupiers;
 - (iii) to handle and stand luggage and luggage trolleys;
 - (iv) for the congregation of tour groups and persons waiting for luggage;
 - (v) to provide such other services that an Owner/Occupier would expect to be provided in such an area;
 - (vi) parking.
- (c) The Body Corporate shall remain responsible for all general cleaning, maintenance and operating costs associated with the Porter's desk, subject to By-Law (d) below.
- (d) The Occupier of the Manager's Unit shall be responsible for cleaning and removing litter and ensuring any of the Manager's signage in the Porter's desk area is kept in a neat and attractive state.
- (e) Access around and near the Porter's desk shall not be unreasonably restricted.

59. Special Right – Flagpoles

The Owner or Occupier of the Manager's Unit has the special right to use flagpoles (if any) located on the Common Property on the following conditions:-

- (a) the Owner or Occupier must keep the flagpoles and any flags used in conjunction with the flagpoles in good condition and repair and to a standing commensurate with the surroundings in which they are located (namely a high quality and standard);
- (b) the Occupier of the Manager's Unit does not have the exclusive use of the area on which the flagpoles are located;
- (c) if the erection and use of the flagpoles causes any damage to Common Property (except for fair, wear and tear), the Manager must promptly make good such damage;
- (d) the flags which are used in conjunction with flagpoles must not be controversial or of a style or nature that may detract from the high quality and standard of the building on the Scheme Land.

60. Noise Sensitive Residential Housing (Noise By-Law)

- (a) A Covenant over the Scheme Land has been granted by the Original Owner in favour of the Gold Coast City Council ("GCCC") acknowledging that a Lot in the Scheme may only be used for Noise Sensitive Residential Housing (the usage), which expression means housing designed, situated and constructed in accordance with the Acoustic Management Plan lodged by the Original Owner with GCCC with respect to the Scheme Land.

- (b) For the purposes of facilitating the usage described above, this By-Law provides as follows:-
- (i) The purpose of this By-Law is to ensure efficient management of noise management practice and procedure as set out hereunder.
 - (ii) The Body Corporate, to give effect to the said Covenant, will direct the Caretaker to liaise with the operators and convenors of local sporting groups, clubs and associations involved with organised sport, harness racing, greyhound racing, football clubs, commercial and non-commercial events (whether open to the public or otherwise), music and outdoor concerts, showgrounds, exhibitions and other commercial or industrial activity; and other social or related clubs and bodies who may be likely to generate a level of noise in the vicinity of the Scheme Land, which noise shall be the subject of this By-Law (**"the events"**).
- (c) In respect of these events the Caretaker shall prepare an event calendar for each calendar year and upgrade such calendar on a monthly basis. The Caretaker shall cause a copy of the calendar to be made available to all Lot Owners and Occupiers so that Lot Owners or Occupiers are fully informed of any forthcoming event.
- (d) Notification of any such event shall be accompanied by the following notice:-
- (i) *"In the event that noise levels from an event reach a level which the Lot Owner or Occupier, having regard to the Acoustic Management Plan and Event Calendar, considers to be a nuisance then the Lot Owner or Occupier must, in order to minimise noise effect, close all windows and doors during the course of the event and to utilise air-conditioning and/or ceiling fans to maintain internal climate amenity in the Lot in accordance with the Acoustic Management Plan."*
 - (ii) *" In the event of a Lot Owner or Occupier suffering distress from excessive noise, then such Lot Owner or Occupier must give notice of same, either orally or in writing to the Caretaker in which event, and as soon as practicable thereafter, the Caretaker shall inspect the relevant Lot to ensure that the Lot Owner or Occupier has complied with the above notice. If the Lot Owner or Occupier has not complied with the said notice, then the Caretaker shall request the Body Corporate issue a reminder notice to the Lot Owner or Occupier to comply with the said notice."*
- (e) The Lot Owners or Occupiers shall be given a special notice of any major upcoming event in addition to any ordinary notice, within a reasonable period in advance of that particular event with instructions to comply with the direction referred to in sub-paragraph (d) above to minimise any such anticipated disruption. In the event any such Lot Owner or Occupier fails to observe the notice, then the Caretaker shall request the Body Corporate issue to that Lot Owner a Notice to Remedy Breach of By-Law.
- (f) (i) In the event that such Lot Owner or Occupier having complied with the directions in sub-paragraph (d) above gives notice to the Caretaker of ongoing distress to the noise, then the Caretaker shall commission acoustic logging of the noise source and a report which determines whether or not the noise source exceeds the acoustic design requirements of the Development Approval for the Scheme Land issued by GCCC.
- (ii) Upon receipt of such report, the Caretaker shall table the report to the Body Corporate at its next Committee Meeting and the Caretaker shall take the following action:-
- A. In the event the noise source causing the complaint is within the acoustic design parameters of the Development Approval for the Scheme Land, the Body Corporate shall advise the Lot Owner or Occupier in writing of same and no further action shall be required by either party.
 - B. In the event the noise source exceeds the acoustic design parameters of the Development Approval for the Scheme Land, the Body Corporate shall write to GCCC registering the complaint for the noise source and provide a copy of the Acoustic Engineers Report to it.
 - C. Copies of relevant correspondence to and from GCCC and the Body Corporate and the acoustic engineer shall be provided to the Lot Owner or the Occupier.

- (g) Where the Body Corporate considers it appropriate, it will refer the Lot Owner or Occupier to the Acoustic Management Plan relevant to the Scheme and recorded with GCCC and in respect of which a copy will be available for inspection by the affected Lot Owner or Occupier at the offices of the Body Corporate and the Caretaker.
- (h) The responsibilities of the Caretaker in relation to the notification of events, monitoring and actioning and resolving of noise complaints are set out in sub-paragraphs (a) to (g) above. If for any reason the Caretaker is unable to discharge its said responsibilities then the Body Corporate shall itself act with respect to sub-paragraphs (a) to (g) above in lieu of the Caretaker. Moreover, the Body Corporate shall regularly monitor and oversee the discharge of the Caretaker's responsibilities under this By-Law to ensure compliance.
- (i) Both the Caretaker and the Body Corporate, as the case may be, shall use their reasonable endeavours and resources, as they consider appropriate in the circumstances, to action and resolve any noise complaints, the subject of this By-Law, and received from a Lot Owner or Occupier.
- (j) A Lot Owner or Occupier must comply with their obligations set out in this By-Law and further must act bona fide in all respects in compliance therewith in relation to noise impacts from surrounding premises and the events specified in sub-paragraph (b)(ii) above.
- (k) With respect to the usage referred to in sub-paragraph (a) above, a Lot Owner or Occupier's right are subject to the Covenant as referred to in the said sub-paragraph (a).

61. Management and Maintenance of the Stormwater Management Devices

The Body Corporate is responsible for management and maintenance of all water quality treatment devices and flow attenuation systems on the Scheme Land and such responsibility shall be discharged in accordance with GCCC's stormwater management guidelines and:-

- (a) The stormwater management devices installed throughout the Scheme Land in accordance with GCCC approvals and as designed and certified by the hydraulic engineer are to be maintained and serviced within GCCC stormwater management guidelines. The stormwater devices installed throughout the site are the gross pollutant traps ("GPT") connected to the stormwater main and the bio-retention basins.
- (b) The Body Corporate will comply with a Stormwater Management Maintenance Plan and consult with the hydraulic engineer and the manufacturer of the GPT (device) in accordance with GCCC stormwater management guidelines.
- (c) The Body Corporate will engage a qualified waste management contractor to service the GPT (device) in accordance with the Stormwater Management Maintenance Plan.
- (d) The Body Corporate will maintain a log for all stormwater device maintenance under the said Plan including the frequency of maintenance and activities and the log book will be available for inspection by GCCC and their officers as and when required.

62. Obstruction

An Owner or Occupier of a Lot must not obstruct the lawful use of the Common Property by any person. The pathways and driveways on the Common Property and any easement giving access to the Common Property must 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.

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

- (a) To facilitate the progressive development of SPHERE Southport Living Scheme, the Original Owner (and those authorised by it) may, at any time, enter on the scheme land to undertake works of any kind necessary or incidental to the development including establishing utility infrastructure and utility services. To facilitate this, the Original Owner may, without limitation, carry on the following works:
 - (i) excavation and general earthworks;

- (ii) the construction of common property areas, including roads;
- (iii) the construction on the common property of such improvements and facilities as may be considered necessary by the Original Owner to establish utility services and connections thereto;
- (iv) the construction of services infrastructure whether public or private including but without limiting the generality thereof, connections for sewerage, gas, electricity, telephone, fibre optics or any other lawful service available to the public,

all of which are collectively called the "Utility Infrastructure Works".

- (b) The Original Owner may bring upon the scheme land any machinery, tools, equipment, vehicles and workmen to facilitate the carrying out of the Utility Infrastructure Works.
- (c) The Original Owner shall use reasonable endeavours to ensure that the Utility Infrastructure Works will be carried out in a manner which minimises (so far as practical) any inconvenience caused to Owners and Occupiers of lots in the scheme land.
- (d) The Body Corporate and each Owner and Occupier of lots in the scheme land agree not to make any objection or any claim against the Original Owner in respect of any noise, dust, traffic or nuisance of any type which may arise in connection with the Utility Infrastructure Works.
- (e) The expression Utility Infrastructure and Utility Services have the meaning given to them in the Body Corporate and Community Management Act 1997.
- (f) In this Schedule D, Original Owner means Sitting Bear Pty Ltd (or its nominee).

2. Other matters required by Section 66 of the Body Corporate and Community Management Act 1997

Statutory Easements

Where required, each Lot 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.

3. Services Location Diagram:

Services Location Diagram over all lots in SP 235707 and that part of Common Property in The Hedges SPHERE Community Titles Scheme in the form annexed marked "B" Service Location Diagram.

Lot on Plan	Statutory Easement	Services location diagram
Lot 1 to 42 inclusive on SP 235707	Water, Underground Electricity, Sewer, Stormwater, Telephone, Communication/data, Gas, Street Lights, Recycled Water, Fire Main	Plan 29

SCHEDULE**The Hedges SPHERE Community Titles Scheme****SCHEDULE E DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY**

Lot on Plan	Exclusive Use of Common Property and Purpose	
	<u>Car Park Area</u>	<u>Storage Area</u>
DESCRIPTION OF LOTS:		
1 on SP 235707	Area 5P on sketch plan A	Area SC4 on sketch plan A
2 on SP 235707	Area 20P & 21P on sketch plan A	Area SC13 on sketch plan A
3 on SP 235707	Area 22P & 23P on sketch plan A	Area SC14 on sketch plan A
4 on SP 235707	Area 31P & 32P on sketch plan A	SC20 on sketch plan A
5 on SP 235707	Area 33P & 34P on sketch plan A	SC21 on sketch plan A
6 on SP 235707	Area 16P & 17P on sketch plan A	SC11 on sketch plan A
7 on SP 235707	Area 39P on sketch plan A	SC24 on sketch plan A
8 on SP 235707	Area 30P on sketch plan A	SC19 on sketch plan A
9 on SP 235707	Area 6P on sketch plan A	SC5 on sketch plan A
10 on SP 235707	Area 26P & 27P on sketch plan A	SC16 on sketch plan A
11 on SP 235707	Area 35P & 36P on sketch plan A	SC22 on sketch plan A
12 on SP 235707	Area 14P & 15P on sketch plan A	SC10 on sketch plan A
13 on SP 235707	Area 37P & 38P on sketch plan A	SC23 on sketch plan A
14 on SP 235707	Area 18P & 19P on sketch plan A	SC12 on sketch plan A
15 on SP 235707	Area 1P on sketch plan A	SC1 on sketch plan A
16 on SP 235707	Area 2P on sketch plan A	SC2 on sketch plan A
17 on SP 235707	Area 7P on sketch plan A	SC6 on sketch plan A
18 on SP 235707	Area 3P & 4P on sketch plan A	SC3 on sketch plan A
19 on SP 235707	Area 24P & 25P on sketch plan A	SC16 on sketch plan A
20 on SP 235707	Area 8P & 9P on sketch plan A	SC7 on sketch plan A
21 on SP 235707	Area 10P & 11P on sketch plan A	SC8 on sketch plan A
22 on SP 235707	Area 12P & 13P on sketch plan A	SC9 on sketch plan A
23 on SP 235707	Area 29P on sketch plan A	SC18 on sketch plan A
24 on SP 235707	Area 28P on sketch plan A	SC17 on sketch plan A
25 on SP 235707	Area 56P on sketch plan A	SC35 on sketch plan A
26 on SP 235707	Area 41P & 42P on sketch plan A	SC26 on sketch plan A
27 on SP 235707	Area 54P & 55P on sketch plan A	SC34 on sketch plan A
28 on SP 235707	Area 48P & 49P on sketch plan A	SC30 on sketch plan A
29 on SP 235707	Area 50P on sketch plan A	SC31 on sketch plan A
30 on SP 235707	Area 51P on sketch plan A	SC32 on sketch plan A
31 on SP 235707	Area 40P on sketch plan A	SC25 on sketch plan A
32 on SP 235707	Area 59P & 60P on sketch plan A	SC38 on sketch plan A
33 on SP 235707	Area 61P & 62P on sketch plan A	SC39 on sketch plan A
34 on SP 235707	Area 63P & 64P on sketch plan A	SC40 on sketch plan A
35 on SP 235707	Area 58P on sketch plan A	SC37 on sketch plan A
36 on SP 235707	Area 66P on sketch plan A	SC42 on sketch plan A
37 on SP 235707	Area 43P on sketch plan A	SC27 on sketch plan A
38 on SP 235707	Area 44P & 45P on sketch plan A	SC28 on sketch plan A
39 on SP 235707	Area 46P & 47P on sketch plan A	SC29 on sketch plan A
40 on SP 235707	Area 52P & 53P on sketch plan A	SC33 on sketch plan A
41 on SP 235707	Area 65P on sketch plan A	SC41 on sketch plan A
42 on SP 235707	Area 57P on sketch plan A	SC36 on sketch plan A

SCHEDULE E

QUEENSLAND LAND REGISTRY

18

SP2292/17

PLAN A
EXCLUSIVE USE PLAN
"THE HEDGES" CTS

Sheet of
1 2

BENNETT • BENNETT
Property Consultants, Surveyors & Town Planners
All mail to: PO Box 5021, GCMC, Qld. 9728
mail@bennettbennett.com.au
BEN Pty. Ltd. ACN 010 427 531

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Bundall, 4217
Ph (07) 5574 6733
Fax (07) 5574 6202

BRISBANE OFFICE
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Spring Hill, 4000
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Fax (07) 3838 2277

COOMERA OFFICE
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SPRINGBROOK OFFICE
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488 Upper Edward St.,
Spring Hill, 4000
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Fax (07) 3838 2277

NEW ARCHITECTURAL & FINAL
Survey
SC34_35_38-41
1801/2012

NOTES:
1. Drawn to Scale on A3 sheet
2. Community Titles Scheme
"THE HEDGES" CTS
3. Title Reference
4. Exclusive use boundaries that refer to structural features are shown

Denotes boundary through
central line of column

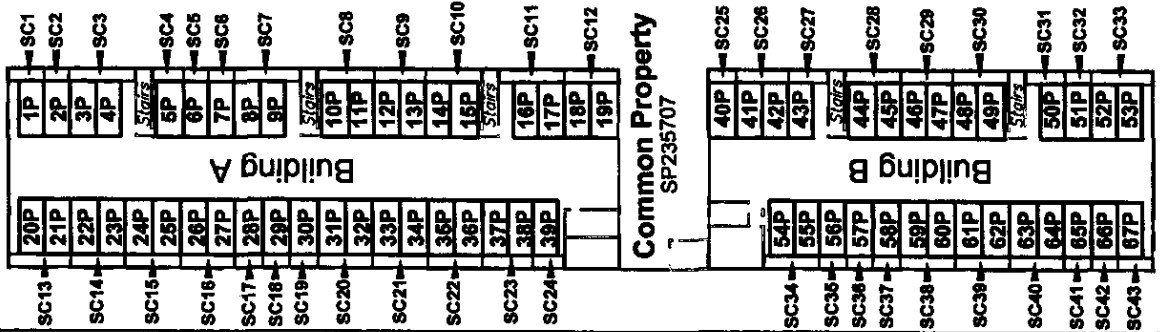
Denotes Boundary along face of
column

Denotes boundary along
face of wall

5. All storage areas are bound by GI wire
Mesh fencing unless otherwise shown.
6. Meridian of SP235707

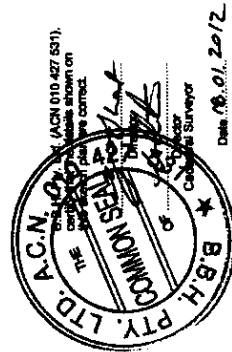
TITLE
Plan of Exclusive Use
Areas 1P-67P & Storage
Areas SC1-SC43
in part of the Common Property
on Level A (Basegment) of
"THE HEDGES" CTS

CLIENT HOWARD GROUP
Drawn SS
Survd NERANG
Authorised Job Ref: DB002
U/Book Comp File
Date 5/3/10
SCALE 1:500
PLAN No. 28
Rev. C



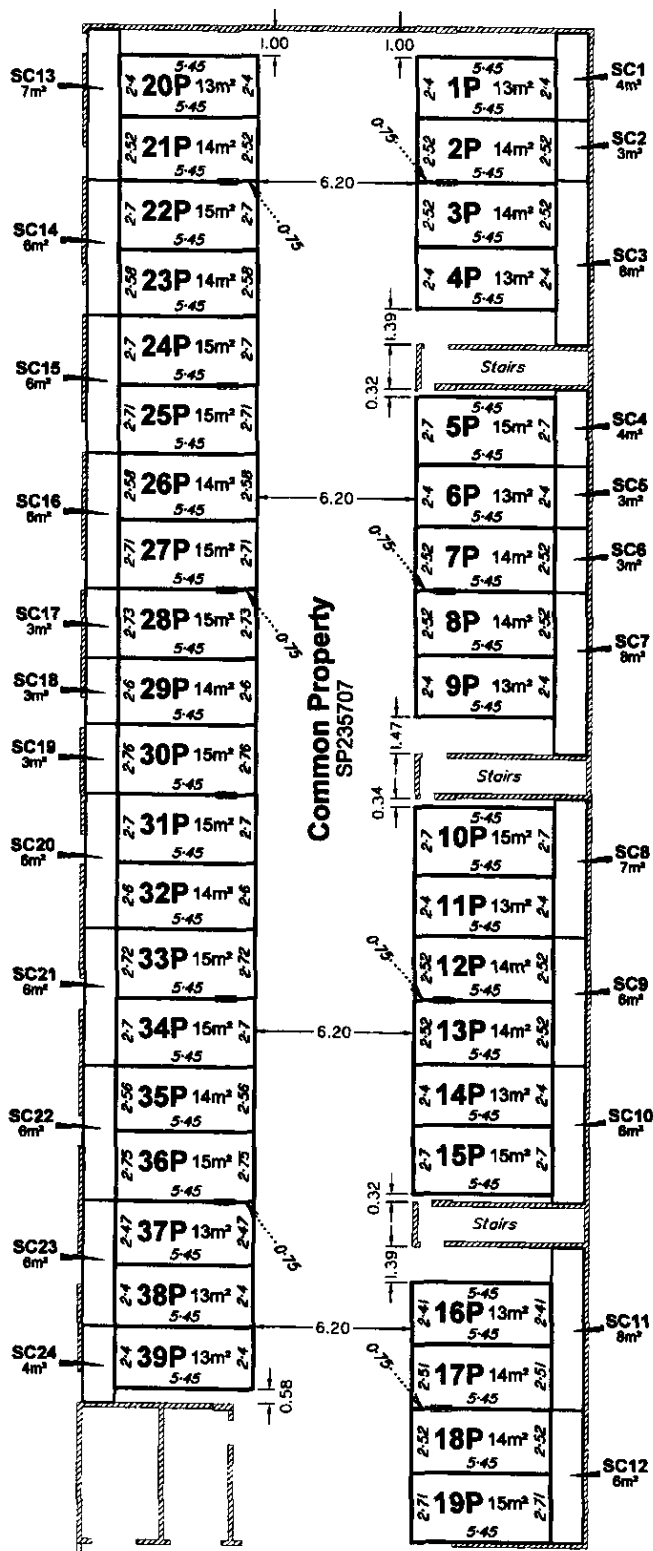
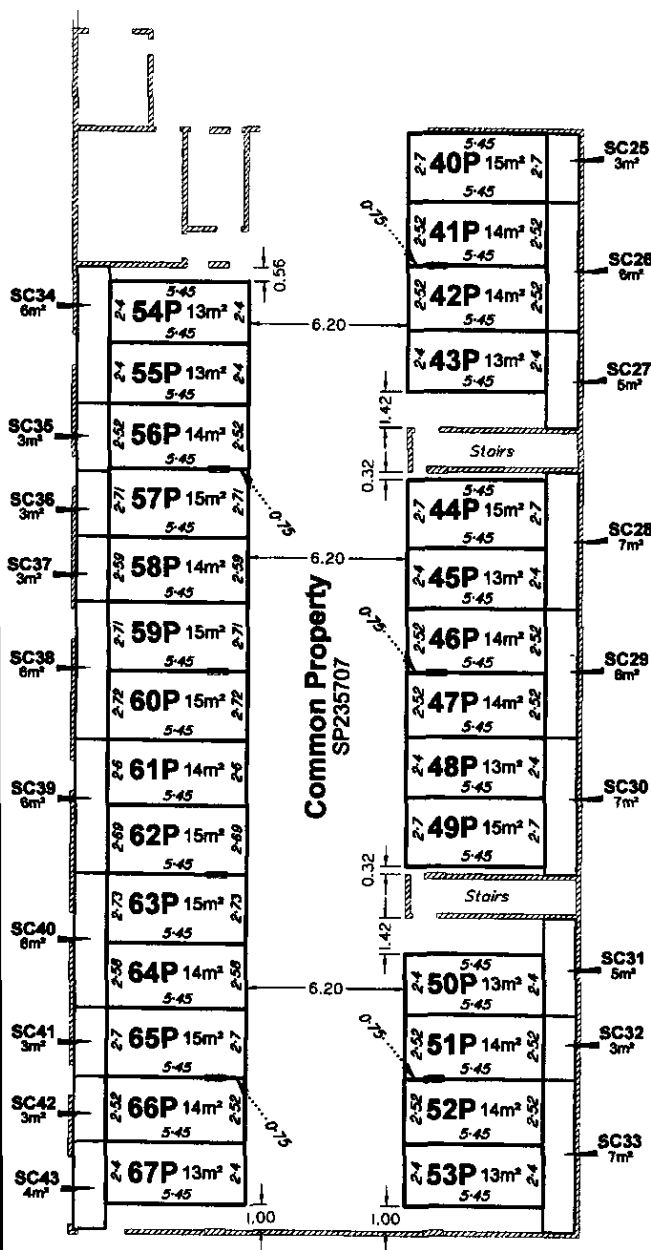
CP
"Sphere Southport Living"
CTS 37851
(SP212272)

For further detail
See Sheet 2



Building B

Building A



- Denotes boundary through centreline of column
- Denotes Boundary along face of column
- Denotes boundary along face of wall

SCALE 1:200

