

FIRST COMMUNITY MANAGEMENT STATEMENT

36854

This statement incorporates and must include the following:

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

CMS LABEL NUMBER

1. Name of community titles scheme	2. Regulation module
PACIFIC COVE APARTMENTS COMMUNITY TITLES SCHEME	STANDARD MODULE

3. Name of body corporate
BODY CORPORATE FOR PACIFIC COVE APARTMENTS COMMUNITY TITLES SCHEME

4. Scheme land	County	Parish	Title Reference
Description of Lot			
See annexure A			

5. Name and address of original owner #	6. Reference to plan lodged with this statement
JEWELBRACE PTY LTD A.C.N 103 133 035 60 KIAMA COURT PIMPAMA QLD 4209	SP 166072

first community management statement only

Local Government community management statement notation

David Andrew Lohoa  signed

..... name and designation

COUNCIL OF THE CITY OF GOLD COAST

..... name of Local Government

8. Execution by original owner

Execution Date

30/10/06


SOLE DIRECTOR



ANNEXURE A

4. Scheme Land

Description of Lot	County	Parish	Title Reference
Common Property of Pacific Cove Apartments Community Titles Scheme	Ward	Tallebudgera	To issue
Lot 1 on SP 166072	Ward	Tallebudgera	To issue
Lot 2 on SP 166072	Ward	Tallebudgera	To issue
Lot 3 on SP 166072	Ward	Tallebudgera	To issue
Lot 4 on SP 166072	Ward	Tallebudgera	To issue
Lot 5 on SP 166072	Ward	Tallebudgera	To issue
Lot 6 on SP 166072	Ward	Tallebudgera	To issue
Lot 7 on SP 166072	Ward	Tallebudgera	To issue
Lot 8 on SP 166072	Ward	Tallebudgera	To issue
Lot 9 on SP 166072	Ward	Tallebudgera	To issue
Lot 10 on SP 166072	Ward	Tallebudgera	To issue
Lot 11 on SP 166072	Ward	Tallebudgera	To issue
Lot 12 on SP 166072	Ward	Tallebudgera	To issue
Lot 13 on SP 166072	Ward	Tallebudgera	To issue
Lot 14 on SP 166072	Ward	Tallebudgera	To issue
Lot 15 on SP 166072	Ward	Tallebudgera	To issue
Lot 16 on SP 166072	Ward	Tallebudgera	To issue
Lot 17 on SP 166072	Ward	Tallebudgera	To issue
Lot 18 on SP 166072	Ward	Tallebudgera	To issue

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
1 on SP 166072	1	1
2 on SP 166072	1	1
3 on SP 166072	1	1
4 on SP 166072	1	1
5 on SP 166072	1	1
6 on SP 166072	1	1
7 on SP 166072	1	1
8 on SP 166072	1	1
9 on SP 166072	1	1
10 on SP 166072	1	1
11 on SP 166072	1	1
12 on SP 166072	1	1
13 on SP 166072	1	1

14 on SP 166072	1	1
15 on SP 166072	1	1
16 on SP 166072	1	1
17 on SP 166072	1	1
18 on SP 166072	1	1
TOTAL	18	18

The Contribution Schedule Lot Entitlements ("CSLE") and interest Schedule Lot Entitlements ("ISLE") for the Lots in the Scheme are equal.

SCHEDULE B	EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND
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Not applicable

SCHEDULE C BY-LAWS**PACIFIC COVE APARTMENTS COMMUNITY TITLES SCHEME****By-Laws****1. Vehicles**

- 1.1 Save where a valid By-Law made pursuant to the *Body Corporate and Community Management Act 1997* authorises him to do so, an owner or occupier of a lot shall not park or stand any motor or other vehicle upon Common Property except with the consent in writing of the Body Corporate Committee ("The Committee");
- 1.2 All motor vehicles must be registered and of sound mechanical and physical condition.

2. Private Roads and Other Common Property

The private roadways, pathways, drives and other Common Property and any easement giving access to the land shall not be obstructed by any owner or the tenants, guests, servants, employees, agents, children, invitees, licensees of an owner or any of them or used by them for any purpose other than the reasonable ingress and egress to and from their respective lots or the parking areas provided. An owner or occupier of a lot shall not:

- 2.1 drive or permit to be driven any motor vehicle in excess of two (2) tonnes weight onto or over the Common Property other than such vehicles necessary to complete the construction and/or occupation of any residence erected on the land, and any motor vehicles entitled by any statute and/or local authority ordinances;
- 2.2 permit any invitees' vehicles to be parked on the roadway forming part of the common area at any time. 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.
- 2.3 permit any boat, trailer, caravan, campervan or mobile home onto, over or through the Common Property.

3. Visitors' Car Park

- 3.1 An owner or occupier of a lot shall not park or stand any motor vehicle or other vehicle upon areas set aside for visitor car parking.
- 3.2 An owner or occupier of a lot shall ensure that their invitees use the visitor car parking area only for its intended purpose of casual parking within the rules set from time to time by the Committee of the Body Corporate.

4. Obstruction

An owner of a lot shall not obstruct lawful use of Common Property by any person.

5. Damage to Lawns etc. on Common Property

An owner or occupier of a lot shall not damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon Common Property or any lot.

6. Damage to Common Property

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

- 6.1 any locking or other safety device for protection of his lot against intruders;

provided that the locking or other safety device or, as the case may be is constructed in a workmanlike manner, is maintained in a state of good and serviceable repair by the owner and does not detract from the amenity of the building. All doors and windows to the premises shall be securely fastened on all occasions when the premises are left unoccupied and the Committee reserves the right to enter and fasten the same if left insecurely fastened.

7. Depositing Rubbish etc. on Common Property

An owner or occupier of a lot shall not deposit or throw upon the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the Common Property.

8. Use of Recreation Facilities

In relation to the use of the swimming pool, barbecue area, and adjacent areas ('the Recreation Facilities'), an owner or occupier of a lot shall ensure:

- 8.1 that his invitees and guests do not use the same or any of them unless he or another owner or occupier accompanies them;
- 8.2 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;
- 8.3 that alcoholic beverages are not taken to or consumed in or around the swimming pool;
- 8.4 that glass containers or receptacles of any type are not taken to or allowed to remain in or around the swimming pool;
- 8.5 that he and his invitees shall exercise caution at all times and shall not run, dive, jump or splash or behave in any manner that is likely to interfere with the use and enjoyment of the Recreation Facilities by other persons;
- 8.6 that no use is made of the Recreation Facilities between the hours of 10.00pm and 6.00am or other hours set from time to time by the Committee of the Body Corporate;
- 8.7 that the owner or occupier and their invitees and guests are suitably attired at all times. What amounts to being suitably attired will be determined by the Committee from time to time;
- 8.8 that the owner or occupier and their invitees and guests obey any lawful direction given to them by the Body Corporate or the Caretaker;
- 8.9 that the owner or occupier and their invitees and guests lock and/or fasten any security gates or doors providing access to and from the recreation facilities at all times.

9. Maintenance of Swimming Pool

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

10. Barbecues

- 10.1 The barbecue area shall not be used between the hours of 10.00pm and 7.00am without the consent of the Committee.
- 10.2 An owner or occupier of a lot shall be suitably attired in the barbecue area at all times and shall ensure that their invitees and guests are also suitably attired at all times. What amounts to being suitable attire will be determined by the Committee from time to time.

11. Rules re Recreational Facilities

The Committee may make rules relating to the use of the swimming pool, barbecue area, function rooms, and

any other facilities in or about the Common Property (and any areas adjacent thereto), not inconsistent with these by-laws and the same shall be observed by the owners unless and until they are disallowed or revoked by a majority resolution at a general meeting of the owners.

12. Instructions to Contractors etc.

The owners of lots shall not directly instruct any contractors or workmen employed by the Committee unless authorized by the Body Corporate or the Committee.

13. Garbage Disposal

An owner or occupier of a lot shall:

- 13.1 save where the Committee provides some other means of disposal of garbage, maintain within his lot, or on such part of the Common Property as may be authorised by the Committee, in clean and dry condition and adequately covered, a receptacle for garbage;
- 13.2 comply with all local authority by-laws and ordinances relating to the disposal of garbage;
- 13.3 ensure that the health, hygiene and comfort of the owner or occupier of any other lot is not adversely affected by his disposal of garbage; and
- 13.4 use the recycle bins or receptacles (if any) that may be provided by the Body Corporate and/or the relevant local authority and separate, where necessary, any garbage so that full use is made of such bins or receptacles.

14. Appearance of Buildings and Signs

- 14.1 Subject to By-Law 32, an owner or occupier of a lot shall not except with the consent in writing of the Committee, hang any washing, towel, bedding, clothing or other article or display any sign, advertisement, placard, banner, pamphlet or like matter on any part of the lot in such a way as to be visible from the Common Property or any other lot. In connection with the hanging of clothing to dry naturally, this is permitted only in the areas (if any) designated by the Committee where facilities are supplied for such needs;
- 14.2 An owner or occupier of a lot shall not, except with the consent in writing of the Committee, permit any boat, trailer, caravan, campervan or mobile home on the Common Property;
- 14.3 An Owner/Manager shall be permitted with the consent of the Committee, which consent will not unreasonably be withheld, to display reasonable signs or notices on the Common Property for the purposes of offering for sale or lease or letting any lot in the Community Titles Scheme, provided that such signs shall be of a standard that shall not detract from the overall appearance of the Common Property;
- 14.4 For the purposes of these by-laws the word "Manager" shall mean the person or corporation who has been appointed by the Body Corporate to carry out the management/caretaking, sale and letting of the lots within the Community Titles Scheme.

15. Inflammable Liquids, Gases or Other Materials

- 15.1 An owner or occupier of a lot shall not bring to, do or keep anything in the lot which shall increase the rate of fire insurance on any property within the Community Titles Scheme or which may conflict with the laws and/or regulations relating to fires or any insurance policy upon any property on the Building Format Plan or the regulations or ordinances of any Public Authority for the time being in force;
- 15.2 An owner of a lot shall not, except with the consent in writing of the Committee, use or store on his lot or upon the Common Property any flammable chemical, liquid, or gas or other flammable material other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes including gas barbecues, or such chemical, liquid gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

16. Keeping of Animals

- 16.1 Subject to this by-law and the provisions of the Act, a Lot Owner or occupier is not to bring or keep an animal on the Lot or on the Common Property without the Body Corporate's written approval.
- 16.2 Written approval may be granted on the following conditions, the pet;
- 16.2.1 Is dry and free of sand, dirt or garden material.
- 16.2.2 Weighs less than ten (10) kilograms;
- 16.2.3 Does not disturb others;
- 16.2.4 Is a domesticated pet;
- 16.2.5 Is toilet trained;
- 16.2.6 Only passes over or through the Common Property for the purposes of ingress and egress to a lot and at all times kept on a lead which is no more than 1 meter in length.
- 16.2.7 Is kept healthy and free of parasites;
- 16.2.8 Where a lot is owned by one or more owners, only one animal per Lot is permitted;
- 16.2.9 No owner or joint owner of more than one Lot in the Scheme is permitted to keep a second or subsequent animal in their second or subsequent Lot;
- 16.3 The Body Corporate may order an animal to be removed from the Scheme if the animal does not comply with all of the criteria set out in this by-law.
- 16.4 However, a deaf or blind person, shall be permitted to keep or bring into a lot or onto the Common Property, a guide dog, as referred to in the *Guide Dogs Act 1971*.
- 16.5 The owner indemnifies and shall keep indemnified the Body Corporate against any loss, damage, injury or claim whatsoever made against the Body Corporate regarding any act on the part of the dog.

17. Auction Sales

Subject to By-Law 32, an owner or occupier of a lot shall not permit any auction sale to be conducted or to take place in the lot or within the Community Titles Scheme without the prior approval in writing of the Committee.

18. Right of Entry

- 18.1 An owner or occupier, upon receiving reasonable notice from the Committee, shall allow the Body Corporate or any contractors, sub-contractors, workmen or other person authorised by it, the right of access to his lot for the purpose of carrying out works, maintenance, reading meters or effecting repairs on mains, pipes, wires or connections of any water, sewerage, drainage, gas, electricity, telephone or other system or service, whether to his lot or to an adjoining lot or for any other purposes permitted under these By-Laws, the Act or the Module.
- 18.2 If in the reasonable opinion of the Committee or the Manager (if any) there is a matter of sufficient emergency no such aforesaid notice will be necessary. Such works or repairs shall be at the expense of the owner or occupier of the lot in the case where the need for such works or repairs is due to any act or default of the owner or occupier or their guests, servants or agents. Any entry pursuant to this By-Law shall not constitute trespass. The Committee or Manager (if any) in exercising the powers under this by-law shall ensure that its servants, agents and employees cause as little inconvenience to the owner or occupier of the lot as is reasonable in the circumstances or for any other purpose permitted under these By-Laws, the Act or the Module applying to this scheme.

19. Noise

- 19.1 An owner or occupier of a lot, their guests, servants or agents shall not make or permit any noise likely to interfere in any way with the peaceful enjoyment of other owners or occupiers of lots or of any person lawfully using the Common Property. In particular, no owner or occupier of a lot shall hold or permit to be held any social gathering in his lot which would cause any noise which unlawfully interferes with the peace and quietness of any other owner or occupier of a lot, at any time of day or night and in particular shall comply in all respects with the Noise Abatement Act 1979, as amended.
- 19.2 In the event of any unavoidable noise in a lot at any time, the owner or occupier thereof shall take all practical means to minimise annoyance to other owners or occupiers of lots by closing all doors, windows and curtains of his lot and also such further steps as may be within his power for the same purpose.
- 19.3 Guests leaving after 11.00pm shall be requested by their hosts to leave quietly. Quietness also shall be observed when an owner or occupier of a lot returns to the lot late at night or early morning hours.
- 19.4 An owner or occupier of a lot shall not operate or permit to be operated upon the Community Titles Scheme any radio, two way radio, short wave radio, transmitter, telecommunication device or electronic equipment so as to interfere with any domestic appliance or apparatus (including a radio or television receiver) lawfully in use upon the Common Property or in any other lot.
- 19.5 The volume of any radio, television or other sound equipment shall be kept as low as possible at all times and shall not be operated in such a manner as to be audible to any other owner or occupier of a lot.
- 19.6 An owner or occupier of a lot shall not permit any musical instrument to be practised or played upon or any avoidable noise to be made in such manner as to be audible to any other owner or occupier of a lot.

20. Use of Lots

Subject to any by-law to the contrary, an owner or occupier of a lot shall not use that lot or permit the same to be used otherwise than as a private residence nor for any purpose that may cause a nuisance or hazard or for any illegal or immoral purpose or for any other purpose that may endanger the safety or good reputation of persons residing within the Community Titles Scheme.

21. Infectious Diseases

In the event of any infectious disease which may require notification by virtue of any Statute, Regulation or Ordinance happening in any lot, the owner or occupier of such lot shall give written notice thereof and any other information which may be required relative thereto to the Committee and shall pay to the Committee the expenses incurred by the Committee of disinfecting the lot and any part of the Common Property required to be disinfected and replacing any articles or things the destruction of which may be rendered necessary by such disease.

22. Fences, Pergolas, Screens, External Blinds or Awnings

An owner or occupier of a lot shall not construct or permit the construction or erection of any fence, pergola, screen, external blind or awning or other structure or outbuilding of any kind within or upon a lot or on Common Property. Any work, alteration, improvement or structure carried out or erected in breach of this by-law may be forthwith removed with or without notice by the Body Corporate, the Manager and each of their respective employees, agents and contractors at the cost of the owner or occupier and any entry on to the lot pursuant to this by-law shall not constitute trespass. This By-Law shall not apply to the original owner.

23. Structural Alterations to the Interior of Lots

- 23.1 The manner and style of any structural fit out or structural alteration to the interior of any lot must have the prior written approval of the Committee and the architect of the Body Corporate at the cost of the lot owner. The Committee and the architect of the Body Corporate shall be entitled to request copies of such plans and specifications as it might consider necessary to enable it to grant its

approval and the owner of a lot shall comply with all such requests PROVIDED HOWEVER that where kitchen facilities are to be installed an extraction system approved by the Committee and relevant statutory authorities must be installed. Any approval given by the Committee and the architect of the Body Corporate will be governed by any rules, regulations and/or approvals of any local statutory authority. This By-Law does not apply to the Original Owner.

- 23.2 The Body Corporate is entitled to make rules and regulations on matters relating to owners and occupiers conducting alterations and renovations to their lot. The rules and regulations will be made available to owners by the Manager upon request of the owner. The Body Corporate and its architect shall provide specific guidelines in relation to alterations of an owner's lot including the installation and type of screen, awning and blinds a lot owner may wish to install. All proposed alterations/renovations of lots, including the installation of awnings, screens and blinds must have the written approval of the Body Corporate and Local Authority prior to commencement.

24. Alterations to the Exterior of Lots

- 24.1 An owner or occupier of a lot shall not paint or re-paint or carry out any work to the exterior of any lot. Any work, alteration, improvement or structure carried out or erected in breach of this by-law may be forthwith removed with or without notice by the Body Corporate, the Manager and each of their respective employees, agents and contractors at the cost of the owner or occupier and any entry on to the lot pursuant to this by-law shall not constitute trespass.

- 24.2 By-Law 24.1 does not apply to the Original Owner whilst it remains a lot owner.

25. Maintenance Responsibility of Alterations to Common Property

Any alteration made to Common Property or fixture or fitting attached to Common Property by any owner of a lot shall, unless otherwise provided by resolution of a general meeting of the Committee, be repaired and maintained by the owner for the time being of such lot.

26. Curtains, Venetian Blinds, Shutters and Window Tinting

An owner shall not hang curtains, install venetian blinds vertical blinds or shutters or apply window tinting visible from outside the lot unless those curtains have a backing of such colour and design as has been approved by the Committee of the Body Corporate. An owner shall not install, renovate and/or replace a curtain backing or window tinting without having the colour and design of same approved by the Committee. In giving such approvals, the Committee shall ensure so far as practicable that curtain backing and window tinting used in all units presents a uniform appearance when viewed from Common Property or any other lot. The Committee may engage an architect and/or other consultants to consider plans and specifications or the monitor any work undertaken. The Body Corporate may recover the cost of any architect or other consultant from the owner of the lot, for which the works have been approved. The Committee may also establish guidelines in relation to any window coverings which must be complied with by any Lot Owner or occupier.

27. Maintenance of Common Property and the Lots

- 27.1 Each owner shall be responsible for the maintenance of his lot, other than that part of the lot which will be maintained by the Body Corporate pursuant to an agreement entered into between the Body Corporate and the owner and shall ensure that his lot is so kept and maintained as not to be offensive in appearance to other lot owners through the accumulation of excess rubbish or otherwise, or through the proliferation of cobwebs on the lot. In particular, and without limitation, an owner or occupier of a lot shall ensure that entries are adequately maintained and not permitted to fall into disrepair and that the eradication of pests is carried out on the lot on a regular basis.

- 27.2 In the event that a lot is not maintained in accordance with By-Laws 27.1 the Committee may notify the owner or occupier in writing that the lot is not maintained in accordance with the By-Laws, and in the event that the owner or occupier of the lot does not in the opinion of the Committee adequately maintain the lot within the time stipulated in the notice, the Committee may direct the Manager to cause the lot to be maintained at the expense of the owner or, occupier thereof.

- 27.3 Where an owner or occupier of a lot has not maintained the lot in accordance with these By-Laws, or

Title Reference

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for the purpose of the Body Corporate to maintain the lot, the owner or occupier of the lot as the case may be hereby authorises access to the lot for the Committee and its servants, agents and contractors for the purpose of maintaining the lot in accordance with these By-Laws. The Committee, in exercising this power, shall ensure that servants, agents and contractors cause as little inconvenience to the owner or occupier of the lot as is reasonable in the circumstances.

- 27.4 **Replacement of Glass.** Windows shall be kept clean and promptly replaced by the owner or occupier of the lot at his expense with fresh glass of the same kind and weight as at present if broken or cracked. This by-law shall not prohibit an owner from making a claim on any applicable Body Corporate insurance.
- 27.5 Any maintenance of lots or Common Property shall where reasonably possible in the circumstances only be carried out by the use of natural products that do not contain toxic or poisonous chemicals.
- 27.6 The Body Corporate shall be responsible for the repair, replacement, renewal and maintenance of the Common Property and the Body Corporate assets.

28. Taps

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

29. Water Closets

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

30. Behaviour of Invitees

- 30.1 An owner or occupier of a lot shall take all reasonable steps to ensure that his invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using Common Property.
- 30.2 The owner or occupier of a lot shall be liable to compensate the Body Corporate in respect of all damage to the Common Property or personal property vested in it caused by such owner or occupier or their invitees.
- 30.3 An owner of a lot which is the subject of a lease or licence agreement shall take all reasonable steps, including any action available to him under any such lease or licence agreement, to ensure that any lessee or licensee or other occupier of the lot or their invitees comply with the provisions of the by-laws.
- 30.4 The duties and obligations imposed by these By-Laws on an owner or occupier of a lot shall be observed not only by the owner or occupier but also by the guests, servants, employees, agents, children, invitees and licensees of such owner or occupier.
- 30.5 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 occupier of a lot or the guests, servants, employees, agents, children, invitees or licensees of the owner or occupier of a lot or any of them, the Committee shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the owner of the lot at a time when the breach occurred.
- 30.6 An owner or occupier of a lot shall take all reasonable steps to ensure that their invitees and guests are suitably attired at all times in accordance with the rules of the Body Corporate.

31. Notice of Defect

An owner or occupier of a lot shall give the Committee and/or the Manager 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 it may deem necessary for the safety and preservation of the building as often as may be necessary.

32. Display Unit

While the Original Owner remains the owner of any lot, it and its officers, servants and/or agents are entitled to use any lot or lots of which it remains the owner as a display unit and are entitled to allow prospective purchasers to inspect any such unit and for such purposes shall be entitled to use such signs, advertising or display material in or about the unit and Common Property as they think fit, such signs shall be attractive and tasteful having regard to the general appearance of the Common Property and shall not at any time and from time to time be more in terms of number and size than is reasonably necessary. The Original Owner, while it remains the owner of any lot, is entitled to conduct auction sales of any lot of which it remains an owner from the area of the lot or from the Common Property.

33. Body Corporate Empowered to enter into Agreements

Without derogating from any powers, authorities, duties and functions conferred or imposed on it by or under the Body Corporate and Community Management Act 1997 or elsewhere under these by-laws, the Body Corporate shall be empowered to enter into with such person or persons or corporation or corporations as the Body Corporate in its absolute discretion shall decide one or more of the following agreements:-

- 33.1 an agreement or agreements for the caretaking, management and/or maintenance of the Common Property and the letting of lots in the Community Tides Scheme on behalf of owners;
- 33.2 an agreement or agreements for the appointment of a Body Corporate Manager for the performance of (inter alia) certain duties and obligations of the secretary and treasurer of the Body Corporate and such other duties and obligations as the Body Corporate shall deem appropriate; and
- 33.3 an agreement or agreements for the purpose of better seeing to the proper functioning operation and management of the Community Titles Scheme or building or for the purpose of ensuring the proper functioning of the duties and powers of the Body Corporate and of the Committee of the Body Corporate including any agreement between the Body Corporate and the Original Owner relating to the maintenance of any undeveloped parts of the Community Titles Scheme;
- 33.4 an agreement or agreements to enter into any lease or hire purchase agreement for the purpose of acquiring body corporate assets;
- 33.5 an agreement for the purchase of electricity, gas or similar service;
- 33.6 an agreement for the maintenance of any security systems on or crossing the common property.

Any such agreement shall be upon such terms and conditions as the Body Corporate shall decide in its absolute discretion.

34. Management/Letting Unit

- 34.1 A Manager's Lot may be used both for residential purposes and for the purposes of management/caretaking of the Community Titles Scheme and/or for the letting of lots in the Community Titles Scheme on behalf of the owners and/or the provision of such services as the Body Corporate may from time to time determine to occupants of lots in the Community Titles Scheme and the owner or occupier of the Manager's Lot may without the consent of the Committee display signs or notices in or within the Community Titles Scheme for the purposes of offering for lease or for letting any lot within the Community Titles Scheme.
- 34.2 All display signs or notices as allowed for in By-law 34.1 shall be attractive and tasteful having regard to the general appearance of the common property and shall not, at any time and from time to time, be more in terms of number and size than is reasonably necessary;
- 34.3 For the purposes aforesaid, the Body Corporate shall grant to the owner of the Manager's Lot the right to carry on within the Community Tides Scheme the business of management/caretaking and/or the letting of lots in the Community Titles Scheme and for that purpose, may enter into, from time to time, an appropriate agreement or agreements on such terms and conditions as the Body Corporate may deem fit. Without derogating from the generality of the aforesaid, the Body Corporate may agree not to allow any person or corporation other than the owner or occupier of the Manager's Lot to use any part of or all of the Community Titles Scheme to carry on or to directly or indirectly engage in or be concerned in the business of management/caretaking of the Community Titles Scheme and/or of the letting of lots within the Community Titles Scheme and/or the providing of any of the services referred to in this by-law.

35. Committee may Employ

The Committee may employ for and on behalf of the Body Corporate such agents and servants as it thinks fit in connection with the exercise and performance of the powers, authorities, duties and functions of the Body Corporate.

36. Correspondence

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

37. Requests to the Secretary

An owner or occupier of a lot shall direct all requests for consideration of any particular matter to be referred to the Committee, to the Secretary, and not to the Chairman nor any member of the Committee.

38. Notices

An owner or occupier of a lot, his servants, agents, licensees and invitees shall observe the terms of any notice displayed in the common property by authority of the Committee or of any statutory authority.

39. Copy of By-Laws to be Produced

Where any lot or Common Property is leased or rented, otherwise than to an owner of a lot, the lessor or, as the case may be, landlord shall produce or cause to be produced to the lessee or tenant for his inspection a copy of the By-Laws for the time being in force in respect of the plan.

40. Power of Committee

The Committee may make rules relating to the Common Property including, but not limited to, rules imposing speed limits in respect of roadways within the Community Titles Scheme, not inconsistent with these By-Laws and the same shall 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.

41. Recovery of Costs (Contributions)

41.1 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:-

41.1.1 recovering contributions or monies payable to the Body Corporate pursuant to the Body Corporate and Community Management Act 1997 duly levied upon that owner by the Body Corporate or otherwise or pursuant to the By-Laws of the Body Corporate;

41.1.2 all proceedings including legal proceedings concluded in favour of the Body Corporate taken by or against the owner or the lessee or occupier of the owner's lot, including, but not limited to, applications for an Order by the Commissioner, appeals to the Tribunal and appeals to the Court.

41.2 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:-

41.2.1 treat such costs and expenses as a liquidated debt and take action for the recovery of same in any Court of competent jurisdiction; and

41.2.2 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.

41.3 If at the time a person becomes a owner of a lot and another person is liable in respect of the lot to pay interest on a contribution, the owner is jointly and severally liable with the other person for the payment of the interest;

41.4 The amount of any interest is recoverable by the Body Corporate as a liquidated debt.

42. Recovery by Body Corporate

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 or any of them, the Committee shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the owner of the lot at the time when the breach occurred.

43. Pay TV

The Body Corporate recognises that there could be an agreement in place with a pay TV carrier for the installation of all cabling, wiring, ducting, conduiting, amplifiers and other necessary equipment required for the provision of pay television to the Community Titles Scheme and each lot and the Body Corporate must:

- 43.1 allow a person to install cabling, wiring, ducting, conduits, amplifiers and any other necessary equipment to enable owners to connect to pay Television;
- 43.2 provide a supply of electricity, at the cost of the Body Corporate, if needed for any component to the pay Television facility that is installed on the Common Property.

44. Insurance

- 44.1 In addition to insurance effected pursuant to the Act the Body Corporate shall insure and keep insured all buildings on the common property and any improvements thereon under a damage policy to the reinstatement or replacement value thereof.
- 44.2 The Body Corporate shall effect in its own name and keep current in respect of all improvements made within the Community Titles Scheme, property damage insurance in an amount nominated by the body corporate in general meeting from time to time. Such insurance shall be taken out with a reputable insurance company and shall cover the re-building and/or repair of the buildings due to damage and destruction by fire, storm, tempest, explosion or any other occurrence usually provided for in such insurance cover.
- 44.3 All insurance premiums payable by the Body Corporate under this By-Law shall be paid from funds contributed to the administrative fund.
- 44.4 An owner shall be responsible for the insurance of owners fixtures as defined in the Act including all electrical equipment, carpets, drapes balcony chattels, public liability and improvements within his lot.
- 44.5 In the event the Body Corporate receives proceeds pursuant to an insurance claim lodged by the Body Corporate in respect of damages to improvements made within the Community Titles Scheme as referred to in by-law 44.2 above, the Body Corporate shall apply all such proceeds received towards re-building and/or repair of the improvements within the Community Titles Scheme due to such damage.

45. Security

- 45.1 The Committee may take all reasonable steps to ensure the security of the parcel and the Body Corporate personal property and the observance of these By-laws and without limiting the generality of the foregoing may:-
 - 45.1.1 close off any part of the Common Property not required for ingress or egress to a Lot or a car parking space on either a temporary or permanent basis or otherwise restrict the access to or use by Owner or occupiers or occupiers of any such part of the Common Property;
 - 45.1.2 permit any designated part of the Common Property to be used by any security person, firm or company (to the exclusion of Owner or occupiers generally) as a means of monitoring the security and general safety of the parcel;
 - 45.1.3 obtain, install and maintain locks, alarms, communication systems and other security devices.
- 45.2 All security equipment installed on common property and used in connection with the provision of security for the Community Titles Scheme shall with the exception of that equipment installed upon any lot 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.

- 45.3 In no circumstances shall the Body Corporate 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 the manner in which they are intended. Where the failure to operate arises from a malfunction of the security equipment in a lot, then the 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 circumstances require immediate entry, when immediate maintenance of the security equipment within a lot shall be at the cost and expense of the owner of a lot.
- 45.4 The Committee shall be entitled to make rules and regulations for the benefit of all owners regulating the security and the operation of it upon the Community Titles Scheme. Such rules and regulations shall not be inconsistent with these By-Laws. The owners shall ensure compliance with such rules and regulations so made until the same shall have been revoked, amended or altered by a majority resolution of the Body Corporate in general meeting.
- 45.5 If the Body Corporate 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 a lock or similar security device it may make such a number of keys or operating systems as it determines available to Owners or occupiers free of charge and thereafter may at its discretion make additional numbers thereof to Owners or occupiers on payment of such reasonable charge therefore as may be determined from time to time by the Body Corporate;
- 45.6 An Owner or occupier of a Lot to whom any key or 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 Owner or occupier) to ensure return thereof to the Owner or the Body Corporate upon the occupier ceasing to be an occupier;
- 45.7 An Owner or occupier 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 to 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 returning it to the Body Corporate;
- 45.8 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;
- 45.9 Any consent or approval given by the Body Corporate pursuant to these By-laws shall, if practicable, be revocable upon notice to the Owner or occupier for the time being having the benefit of such consent or approval.

46 Fire and Safety

Under no circumstances will a lot owner or occupier lock or block off access or ingress or egress from, to or through any safety exit within the scheme.

47 Energy Maintenance System

- 47.1 The Body Corporate shall have the lawful authority from time to time to purchase, rent, lease or otherwise acquire title to and the use of and to have installed, used, run and maintain an energy maintenance system (hereinafter called "EMS") in the building and in such case the following shall apply:-
- 47.1.1 The Body Corporate shall have the power to enter into a contract for the purchase of reticulated electricity on the most economical basis for the whole of the building from the relevant authority;
- 47.1.2 The Body Corporate shall have the power to sell reticulated electricity to each Owner or

occupier/licensee/tenant of a Lot in the building;

- 47.1.3 Each Owner or occupier/licensee/tenant of a Lot shall purchase and use all electricity consumed in his Lot direct from the Body Corporate and shall not purchase electricity from any other source;
- 47.1.4 The Body Corporate shall arrange for the installation of a separate electricity meter for each Lot;
- 47.1.5 The Body Corporate shall not be required to supply to any Owner or occupier/licensee/tenant of a Lot electricity requirements beyond those requirements which the provider or Body Corporate could supply at any particular time;
- 47.1.6 The price to be charged by the Body Corporate to each Owner or occupier/licensee/tenant of a Lot for the supply of reticulated electricity shall be at the same rate and governed by the same conditions as would be imposed from time to time by the relevant authority if such authority were supplying electricity direct to each Owner or occupier/licensee/tenant of a Lot plus charges for the services provided;
- 47.1.7 The Body Corporate shall render accounts to each Owner or occupier/licensee/tenant of a Lot and such accounts shall be payable to the Body Corporate within fourteen (14) days of the delivery of such accounts;
- 47.1.8 In respect of an account which has been rendered pursuant to these By-laws then a Owner of a Lot is liable jointly and severally with any person who was liable to pay that electricity account when the Owner became the Owner of the Lot;
- 47.1.9 In the event that a proper account for the supply of reticulated electricity is not paid by its due date for payment then the Body Corporate shall be entitled to:-
- 47.1.9.1 Recover the amount of the unpaid amount or accounts (whether or not a normal demand has been made) as a liquidated debt due to it in any Court of competent jurisdiction; and/or
 - 47.1.9.2 disconnect the supply of reticulated electricity to the relevant Lot; and
 - 47.1.9.3 The Body Corporate shall not under any circumstances whatsoever be responsible or liable for any failure of the supply of electricity due to breakdowns, repairs, maintenance, strikes, accidents or causes of any class or description.

48

Exclusive Use Car Spaces

- 48.1 Certain owners for the time being of nominated lots in the Scheme shall be entitled to the Exclusive Use for themselves and their licensees of the car space or spaces as designated and identified in Schedule E and the Plans attached thereto the identifying number or numbers of which shall be notified in writing by the original owner to the committee of the Body Corporate within twelve (12) months after the date of registration of the Scheme provided that in respect of those spaces allocated pursuant to this By-law the Committee is hereby authorised to vary the allocations so made and to transpose spaces from one lot to another lot at any time and from time to time on the written request of the owner 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.
- 48.2 Each owner to whom exclusive use of the car space or spaces is given, pursuant to this By-law shall use the space or spaces for the purposes of car parking only and shall be responsible for all expenses related to the maintenance and day to day running costs of the area and shall keep same in good, tidy and clean condition at their expense. If any owner occupier fails to keep the exclusive use area clean, then the cost of the Body Corporate removing any rubbish and cleaning the area will be charged to the Owner.
- 48.3 Each Owner or occupier who is entitled to the exclusive use and enjoyment of any of the car parking spaces shall:-

- 48.3.1 keep that to which he is entitled to exclusive use tidy and free from litter;
- 48.3.2 use any of the car parking spaces to which he is entitled for the exclusive use for motor vehicle parking and for no other purpose whatsoever;
- 48.3.3 ensure that no motor vehicle parked within the car parking space shall spill or drop oil or other fluids on the floor of the building;
- 48.3.4 ensure that only one motor vehicle at a time is parked within each of the car parking spaces and then only within the demarked confines of each of the car parking spaces;
- 48.3.5 not sound or permit the horn of any motor vehicle to be sounded in the car park unnecessarily or permit any engine to run for any longer time than is necessary for the purpose of parking a motor vehicle or gaining access to or egress from the car park;
- 48.3.6 in the event of the car park being at any time unsupervised or unattended then each Owner or occupier when entering or leaving the car park shall ensure that the entrance gate is shut immediately after gaining entrance to or leaving the car park;
- 48.3.7 in the event that an Owner or occupier shall be issued with keys to the entrance door in the car park ensure that such entrance gate is locked immediately following the opening and closing thereof.

49

Exclusive Use Storage Areas

- 49.1 Certain owners for the time being of nominated lots in the Scheme shall be entitled to the Exclusive Use for themselves and their licensees of the storage areas as designated and identified in Schedule E and the Plans attached thereto the identifying number or numbers of which shall be notified in writing by the original owner to the committee of the Body Corporate within twelve (12) months after the date of registration of the Scheme provided that in respect of those spaces allocated pursuant to this By-law the Committee is hereby authorised to vary the allocations so made and to transpose spaces from one lot to another lot at any time and from time to time on the written request of the owner 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.
- 49.2 Each owner to whom exclusive use of the storage is given, pursuant to this By-law shall use the space for the purposes of storage only and shall be responsible for all expenses related to the maintenance and day to day running costs of the area and shall keep same in good, tidy and clean condition at their expense. If any owner occupier fails to keep the exclusive use area clean, then the cost of the Body Corporate removing any rubbish and cleaning the area will be charged to the Owner
 - 49.2.1 Each Owner or occupier who is entitled to the exclusive use and enjoyment of any of the storage spaces shall:-
 - 49.2.2 keep that to which he is entitled to exclusive use tidy and free from litter and not store any food stuffs or perishables in the storage area whatsoever;
 - 49.2.3 use any of the storage spaces to which he is entitled for the exclusive use for storage and for no other purpose whatsoever;
 - 49.2.4 ensure that no items within the storage space shall spill or drop oil or other fluids on the floor of the building;
 - 49.2.5 in the event of the storage space being at any time unsupervised or unattended then each Owner or occupier when entering or leaving the storage space shall ensure that the entrance gate is shut immediately after gaining entrance to or leaving the storage space;
 - 49.2.6 in the event that an Owner or occupier shall be issued with keys to the entrance door in the storage space ensure that such entrance gate is locked immediately following the opening and closing thereof.

50 Cessation of Exclusive Use

The right or rights conferred on an Owner of the lots mentioned in By-law number 48 and 49 shall cease and determine ipso facto on the extinguishment of the Scheme as defined in the Act.

51 Owner or occupier not to litter

An Owner or occupier shall not throw or allow to fall or permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or any other substance whatsoever out of the windows or doors or down the staircase, passages or sky lights, from balconies, from the roof or in passage ways of the building or atrium. Any damage or cost for cleaning or repair caused by breach hereof shall be borne by the Owner or occupier concerned.

52 Aerials

Outside wireless and television aerials and satellite dishes (or similar devices) may not be erected without written permission of the Committee.

53 Signs

The Owner or occupiers of Lots shall not paint affix or display any sign advertisements notices posters placards banners or like materials to or on any part of the building nor do anything to vary the external appearance of their Lots without the prior consent of the Committee provided always that whilst the original Owner remains a Owner of any Lot in the building, it or its servants and/or agents may without the consent of the Committee paint, affix or display any signs advertisements notices posters placards or banners to or on any part of the building for the purposes of offering for sale any Lot in the building.

54 Vermin

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

55 Removal

Before any furniture fittings or equipment is moved into or out of any Lot due notice must be given to the Caretaker (if any) or Committee and the moving of the same must be done in the manner and at the time directed by the Caretaker (if any) or the Committee.

56 Balcony Gardens

An Owner or occupier of a Lot shall not plant in a balcony garden or place on his balcony plants which may obstruct the view of another Lot or be of a species which may cause damage to the common property or inconvenience to the Owner or occupier of another Lot. An Owner or occupier must ensure that no water runs or seeps from the balcony garden into another Lot or the common property.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED**STATUTORY EASEMENTS**

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

- 1) easement for lateral or subjacent support under section 115N of the Land Title Act 1994;
- 2) easement for utility services and utility infrastructure in accordance with section 115O of the Land Title Act 1994;
- 3) easement for utility services and utility infrastructure in accordance with section 115P of the Land Title Act 1994;
- 4) easement for shelter in accordance with Section 115Q of the Land Title Act 1994;
- 5) easement for projections in accordance with Section 115R of the Land Title Act 1994;
- 6) easement for maintenance of building close to boundary in accordance with Section 115S of the Land Title Act 1994

SCHEDULE E DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY
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BY-LAW 48 - DESCRIPTION OF ALLOCATED EXCLUSIVE USE TO CAR PARKING SPACES

Description of Lots	Exclusive Use Area
Lot 1 on SP 166072	B1 on attached plan A
Lot 2 on SP166072	G1 on attached plan A
Lot 3 on SP 166072	F1 on attached plan A
Lot 4 on SP 166072	K1 on attached plan A
Lot 5 on SP 166072	N1 on attached plan A
Lot 6 on SP 166072	M1 on attached plan A
Lot 7 on SP 166072	C1 on attached plan A
Lot 8 on SP 166072	D1 on attached plan A
Lot 9 on SP 166072	H1 on attached plan A
Lot 10 on SP 166072	T1 on attached plan A
Lot 11 on SP 166072	L1 on attached plan A
Lot 12 on SP 166072	I1 on attached plan A
Lot 13 on SP 166072	A1 on attached plan A
Lot 14 on SP 166072	J1 on attached plan A
Lot 15 on SP 166072	E1 on attached plan A
Lot 16 on SP 166072	O1 on attached plan A
Lot 17 on SP 166072	R1 & S1 on attached plan A
Lot 18 on SP 166072	P1 & Q1 on attached plan A

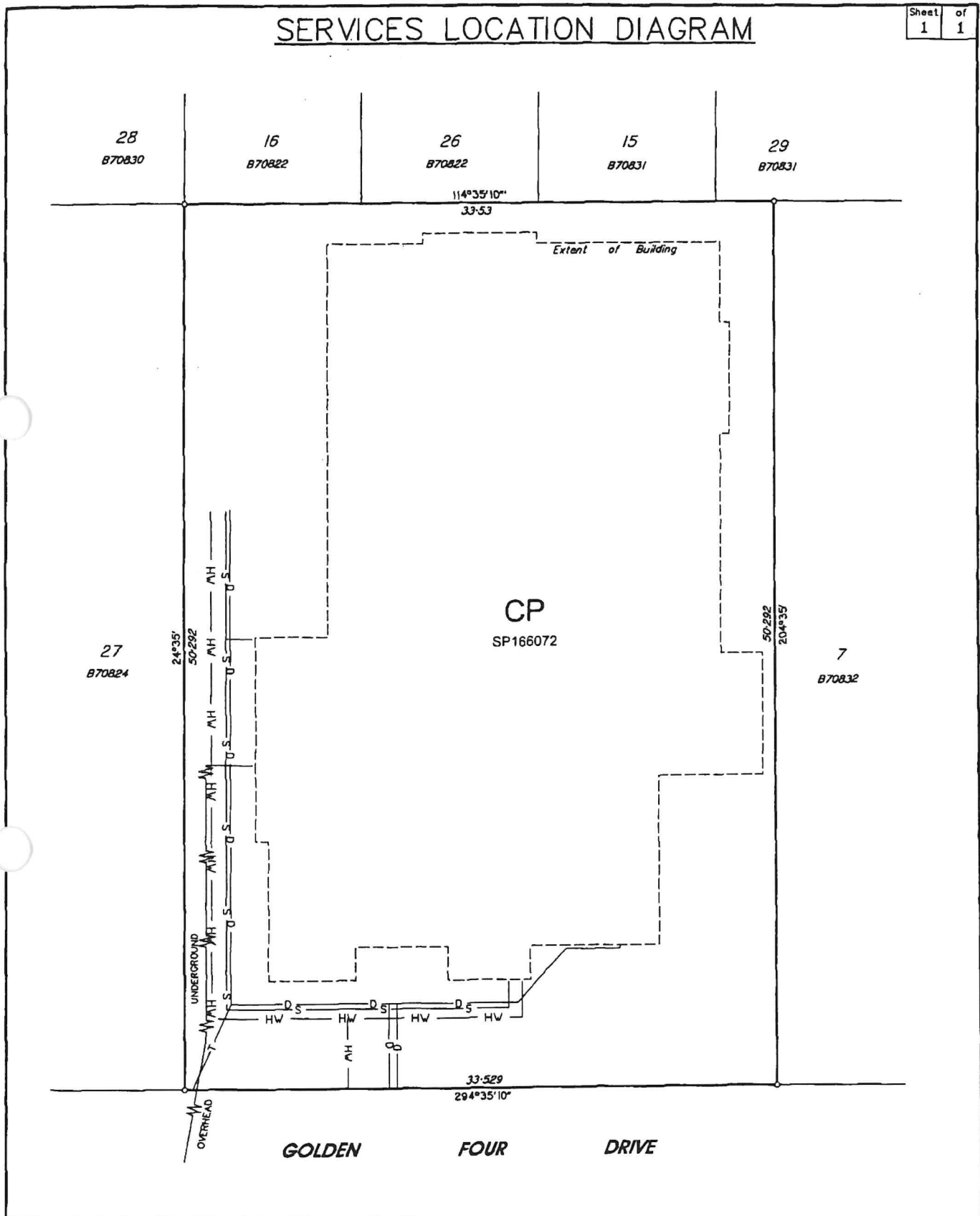
SCHEDULE F DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY
--

BY-LAW 49 - DESCRIPTION OF ALLOCATED EXCLUSIVE USE TO STORAGE AREAS

Description of Lots	Exclusive Use Area
Lot 1 on SP 166072	B2 on attached plan A
Lot 2 on SP166072	N2 on attached plan A
Lot 3 on SP 166072	L2 on attached plan A
Lot 4 on SP 166072	R2 on attached plan A
Lot 5 on SP 166072	F2 on attached plan A
Lot 6 on SP 166072	E2 on attached plan A
Lot 7 on SP 166072	J2 on attached plan A
Lot 8 on SP 166072	G2 on attached plan A
Lot 9 on SP 166072	O2 on attached plan A
Lot 10 on SP 166072	P2 on attached plan A
Lot 11 on SP 166072	K2 on attached plan A
Lot 12 on SP 166072	Q2 on attached plan A
Lot 13 on SP 166072	A2 on attached plan A
Lot 14 on SP 166072	H2 on attached plan A
Lot 15 on SP 166072	M2 on attached plan A
Lot 16 on SP 166072	I2 on attached plan A
Lot 17 on SP 166072	D2 on attached plan A
Lot 18 on SP 166072	C2 on attached plan A

SERVICES LOCATION DIAGRAM

Sheet 1 of 1



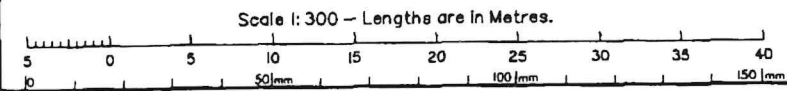
Community Titles Scheme Name:
"PACIFIC COVE APARTMENTS"

CTS No. _____

Kevin Holt Consulting P/L
 Ph 07 3206 0186

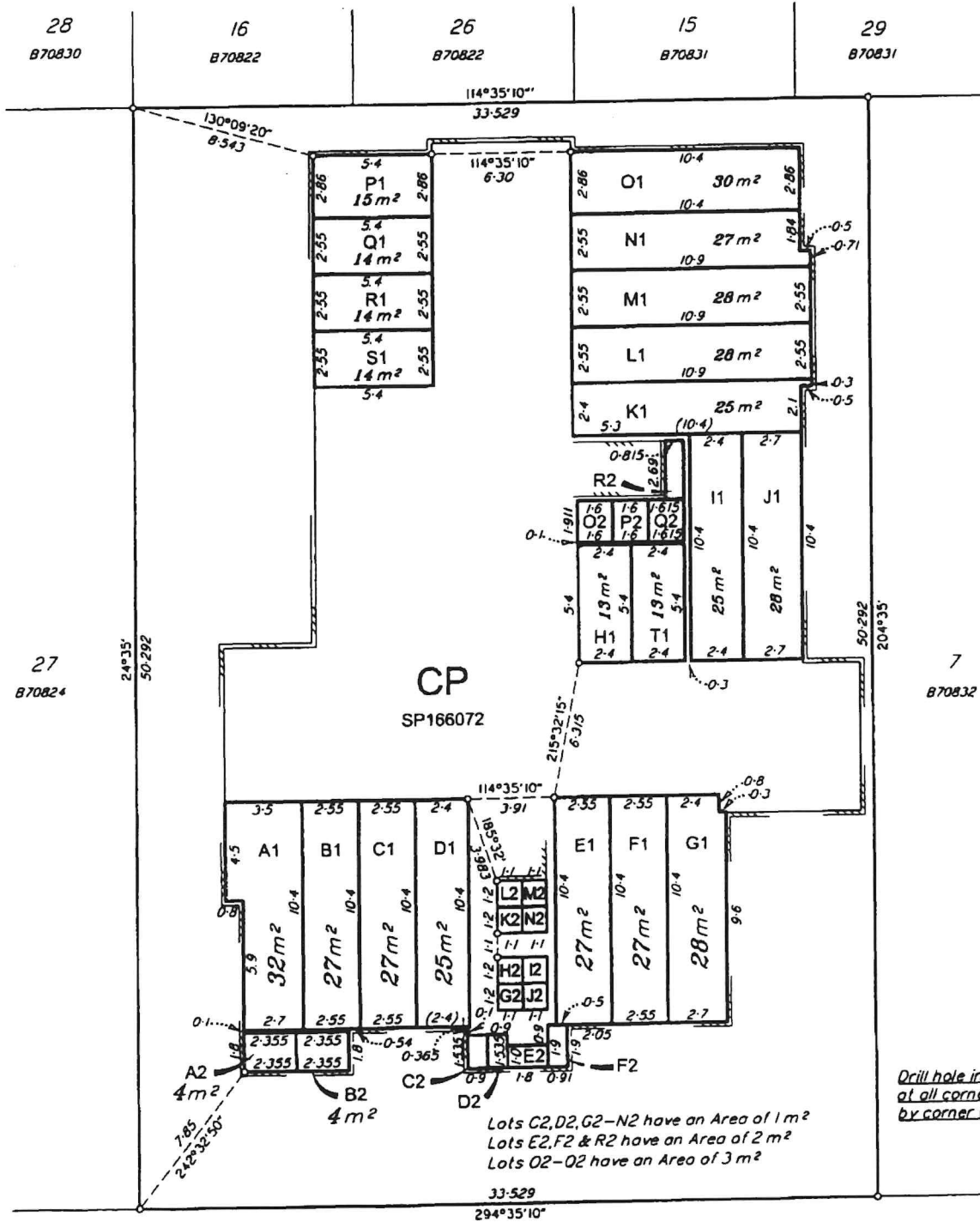
Date: 12/12/2005
 Ref: 30857

— S —	Sewer Line
— D —	Stormwater
— W —	Electricity
— T —	Telecom
— HW —	Water



C.T.S. PACIFIC COVE APARTMENTS

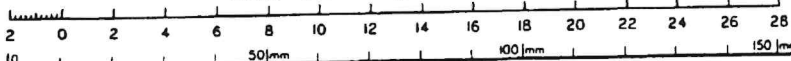
LEVEL A



Drill hole in concrete placed at all corners unless defined by corner wall.

GOLDEN FOUR DRIVE

Scale 1: 200 - Lengths are in Metres.



I, Kevin Maurice HOLT, Cadastral Surveyor certify that the details shown on this sketch plan are correct.

K. HOLT
Cadastral Surveyor

15.6.06
Date

PLAN OF EXCLUSIVE USE OF COMMON PROPERTY IN COMMUNITY TITLES SCHEME NO.

PARISH: **TALLEBUDGERA** COUNTY: *Stanley* LOCAL AUTHORITY: *GOLD COAST C. C.*

Meridian: SP 166072 Map Ref: 9641-43434 Scale: 1: 200