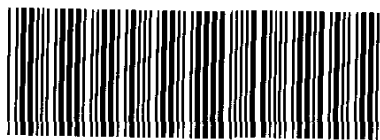


GENERAL REQUEST

Duty Imprint



718773679

\$88.00

29/05/2018 11:07

NR 470

1. Nature of request

Lodger (Name, address, E-mail & phone number)

Lodger Code

Request to record New Community Management
Statement for Points North Community Titles Scheme
34547



JML

2. Lot on Plan Description

Title Reference

Common Property of Points North
Community Titles Scheme 34547

50578123

3. Registered Proprietor/State Lessee

Body Corporate for Points North Community Titles Scheme 34547

4. Interest

Fee Simple

5. Applicant

Body Corporate for Points North Community Titles Scheme 34547

6. Request

I hereby request that the New Community Management Statement deposited herewith be recorded as the Community Management Statement for Points North Community Titles Scheme 34547 Schedule C having been amended by inclusion of By-laws 30.5 and 30.6.

7. Execution by applicant

NEIL ROBERT MCNICHOL, Solicitor

28/05/18

Execution Date

Applicant's or Solicitor's Signature

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

34547

This statement incorporates and must include the following:

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

1. Name of community titles scheme Points North Community Titles Scheme 34547	2. Regulation module Accommodation
3. Name of body corporate Body Corporate for Points North Community Titles Scheme 34547	
4. Scheme land Lot on Plan Description See Enlarged Panel	Title Reference See Enlarged Panel
5. *Name and address of original owner Not Applicable	6. Reference to plan lodged with this statement Not Applicable

first community management statement only

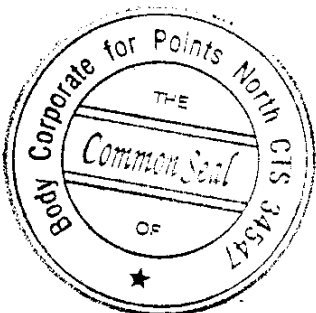
7. Local Government community management statement notation

.....signed

Not Applicable pursuant to Section 60(6) of the *Body Corporate and Community Management Act 1997*.....name and designation

.....name of Local Government

8. Execution by original owner/Consent of body corporate



16, 05, 2018
Execution Date

Michael Albiez.....Chairperson
Ronald Louren.....Secretary/Committee Member
***Execution**

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

Privacy Statement

Collection of this information is authorised by the Body Corporate and Community Management Act 1997 and is used to maintain the publicly searchable registers in the land registry. For more information about privacy in NR&W see the Department's website.

Title Reference [50578123]

4. Scheme land

Lot on Plan Description	Title Reference
Common Property for Points North Community Titles Scheme 34547	50578123
Lot 101 on SP 178331	50578124
Lot 102 on SP 178331	50578125
Lot 103 on SP 178331	50578126
Lot 104 on SP 178331	50578127
Lot 105 on SP 178331	50578128
Lot 106 on SP 178331	50578129
Lot 107 on SP 178331	50578130
Lot 108 on SP 178331	50578131
Lot 109 on SP 178331	50578132
Lot 201 on SP 178331	50578133
Lot 202 on SP 178331	50578134
Lot 203 on SP 178331	50578135
Lot 204 on SP 178331	50578136
Lot 205 on SP 178331	50578137
Lot 206 on SP 178331	50578138
Lot 207 on SP 178331	50578139
Lot 208 on SP 178331	50578140
Lot 209 on SP 178331	50578141
Lot 210 on SP 178331	50578142
Lot 301 on SP 178331	50578143
Lot 302 on SP 178331	50578144
Lot 303 on SP 178331	50578145
Lot 304 on SP 178331	50578146
Lot 305 on SP 178331	50578147
Lot 306 on SP 178331	50578148
Lot 307 on SP 178331	50578149
Lot 308 on SP 178331	50578150
Lot 309 on SP 178331	50578151
Lot 310 on SP 178331	50578152
Lot 401 on SP 178331	50578153
Lot 402 on SP 178331	50578154

Title Reference [50578123]

Lot 403 on SP 178331	50578155
Lot 404 on SP 178331	50578156
Lot 405 on SP 178331	50578157
Lot 406 on SP 178331	50578158
Lot 407 on SP 178331	50578159
Lot 408 on SP 178331	50578160
Lot 409 on SP 178331	50578161
Lot 410 on SP 178331	50578162
Lot 501 on SP 178331	50578163
Lot 502 on SP 178331	50578164
Lot 503 on SP 178331	50578165
Lot 504 on SP 178331	50578166
Lot 505 on SP 178331	50578167
Lot 506 on SP 178331	50578168
Lot 507 on SP 178331	50578169
Lot 508 on SP 178331	50578170
Lot 509 on SP 178331	50578171
Lot 601 on SP 178331	50578172
Lot 602 on SP 178331	50578173
Lot 603 on SP 178331	50578174
Lot 604 on SP 178331	50578175
Lot 605 on SP 178331	50578176
Lot 606 on SP 178331	50578177
Lot 607 on SP 178331	50578178
Lot 608 on SP 178331	50578179
Lot 701 on SP 178331	50578180
Lot 702 on SP 178331	50578181
Lot 703 on SP 178331	50578182
Lot 704 on SP 178331	50578183
Lot 705 on SP 178331	50578184
Lot 706 on SP 178331	50578185
Lot 707 on SP 178331	50578186
Lot 708 on SP 178331	50578187
Lot 801 on SP 178331	50578188
Lot 802 on SP 178331	50578189

Title Reference [50578123]

Lot 803 on SP 178331	50578190
Lot 804 on SP 178331	50578191
Lot 805 on SP 178331	50578192
Lot 806 on SP 178331	50578193
Lot 807 on SP 178331	50578194
Lot 808 on SP 178331	50578195
Lot 901 on SP 178331	50578196
Lot 902 on SP 178331	50578197
Lot 903 on SP 178331	50578198
Lot 904 on SP 178331	50578199

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 101 on SP 178331	12	27
Lot 102 on SP 178331	12	28
Lot 103 on SP 178331	12	21
Lot 104 on SP 178331	12	24
Lot 105 on SP 178331	12	25
Lot 106 on SP 178331	12	21
Lot 107 on SP 178331	12	20
Lot 108 on SP 178331	12	27
Lot 109 on SP 178331	13	37
Lot 201 on SP 178331	13	27
Lot 202 on SP 178331	13	28
Lot 203 on SP 178331	13	21
Lot 204 on SP 178331	13	23
Lot 205 on SP 178331	13	25
Lot 206 on SP 178331	13	25
Lot 207 on SP 178331	13	21
Lot 208 on SP 178331	13	20
Lot 209 on SP 178331	13	27
Lot 210 on SP 178331	13	27
Lot 301 on SP 178331	13	27
Lot 302 on SP 178331	13	28
Lot 303 on SP 178331	13	21

Title Reference [50578123]

Lot 304 on SP 178331	13	23
Lot 305 on SP 178331	13	25
Lot 306 on SP 178331	13	25
Lot 307 on SP 178331	13	21
Lot 308 on SP 178331	13	20
Lot 309 on SP 178331	13	27
Lot 310 on SP 178331	13	27
Lot 401 on SP 178331	15	42
Lot 402 on SP 178331	13	28
Lot 403 on SP 178331	13	21
Lot 404 on SP 178331	13	23
Lot 405 on SP 178331	13	25
Lot 406 on SP 178331	13	25
Lot 407 on SP 178331	13	21
Lot 408 on SP 178331	13	20
Lot 409 on SP 178331	13	27
Lot 410 on SP 178331	13	27
Lot 501 on SP 178331	13	28
Lot 502 on SP 178331	13	21
Lot 503 on SP 178331	13	23
Lot 504 on SP 178331	13	26
Lot 505 on SP 178331	13	25
Lot 506 on SP 178331	13	21
Lot 507 on SP 178331	13	20
Lot 508 on SP 178331	13	27
Lot 509 on SP 178331	13	27
Lot 601 on SP 178331	13	28
Lot 602 on SP 178331	13	21
Lot 603 on SP 178331	13	23
Lot 604 on SP 178331	13	25
Lot 605 on SP 178331	13	25
Lot 606 on SP 178331	13	21
Lot 607 on SP 178331	13	20
Lot 608 on SP 178331	13	23
Lot 701 on SP 178331	13	28
Lot 702 on SP 178331	13	21
Lot 703 on SP 178331	13	23
Lot 704 on SP 178331	13	25

Title Reference [50578123]

Lot 705 on SP 178331	13	25
Lot 706 on SP 178331	13	21
Lot 707 on SP 178331	13	20
Lot 708 on SP 178331	13	23
Lot 801 on SP 178331	16	45
Lot 802 on SP 178331	15	39
Lot 803 on SP 178331	15	42
Lot 804 on SP 178331	16	45
Lot 805 on SP 178331	13	25
Lot 806 on SP 178331	13	21
Lot 807 on SP 178331	13	20
Lot 808 on SP 178331	13	23
Lot 901 on SP 178331	15	48
Lot 902 on SP 178331	15	42
Lot 903 on SP 178331	15	41
Lot 904 on SP 178331	15	42
TOTALS	1000	2000

Explanation why Contribution Schedule Lot Entitlements not equal (s66 (1)(d)(i)).

1. The Contribution Schedule Lot Entitlements (CSLE) for the scheme are not equal. As required by s48 of the Body Corporate and Community Management Act 1997, the CSLE for the scheme have been allocated having regard to:
 - (a) Structure of the Scheme
 - (b) The nature, features and characteristics of the lots in the scheme; and
 - (c) The purpose for which the lots are used.
2. On the basis of these factors it is just and equitable for there to be a minor variation in the CSLE for the Scheme. The contribution schedule lot entitlement for each lot varies between a minimum of 12 and a maximum of 16. The difference in lot entitlements recognises that the factors stated above do not impact on how much each lot should contribute to certain Body Corporate costs such as secretarial fees, audit fees, printing, postage and outlays, but the structure of the Scheme and the features and characteristics of the lots result in a differential burden on the costs of the Body Corporate for repair and maintenance of the common property.
3. When allocating the lot entitlements to be included in the CSLE, each of the above factors impacts on the allocation in the following ways:
 - (a) Structure of the Scheme
The Scheme is not a layered scheme or part of a volumetric plan and consequently this factor does not contribute to any differences in the lot entitlements.
 - (b) Nature, Features and Characteristics of the Lots in the Scheme
All of the lots are used for tourist accommodation or residential purposes and are contained in a building on a building format plan. The Body Corporate is responsible for the repair and maintenance of common property within its scheme. This includes the common foyer, lifts and lift wells, external walls and windows of the building, roof, utility infrastructure and utility services. In allocating the CSLE, the following features or characteristics of lots in the scheme increase the burden a lot places on the Body Corporate's expenditure for the maintenance, cleaning and repair of the common property on the following basis:
 - (i) external surface area.
 - (ii) Internal surface area.
 - (iii) Gross floor area.

Title Reference [50578123]

(c) The Purpose for which the Lots are Used

Each of the lots in the scheme are used for tourist accommodation or residential purposes and consequently this factor does not contribute to any differences in the lot entitlements.

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

Sections 66(1)(f) and (g) of the Body Corporate and Community Management Act 1997 are not applicable.

SCHEDULE C BY-LAWS

The by-laws for Points North Caloundra Community Titles Scheme are set out in this Schedule:

1. Definitions and Interpretations

1.1 Definitions

In these By-laws:

"**Act**" means the *Body Corporate and Community Management Act 1997* or legislation which amends or replaces it;

"**Body Corporate Asset**" means any property, other than Common Property held or owned by the Body Corporate, for the benefit or on behalf of the Owners;

"**Body Corporate Manager**" means a body corporate manager for the Scheme;

"**Building**" means the building or buildings constructed on the Scheme Land;

"**Common Property**" means the common property for the Scheme;

"**Costs**" means any costs, charges, expenses, outgoings, payments or other expenditure of any nature and, where appropriate, includes reasonable fees and disbursements payable to contractors, consultants, accountants and lawyers;

"**Improvements**" means:

- (i) any addition or alternation to the Common Property or any Body Corporate Asset; or
- (ii) the installation of any fixtures, equipment, appliances or other apparatus on the Common Property or any Body Corporate Asset;

"**Invitees**" means each real estate agent, visitor, guest and tradesperson who may be on a Lot or the Scheme Land.

"**Invitees**" does not mean residing family members and/or non-family members residing longer than two (2) weeks;

"**Lot**" means a lot in the Scheme;

"**Owner**" means the registered owner of a Lot and its Invitees;

"**Original Owner**" means Points North Pty Ltd ACN 101 518 101 as Trustee;

"**Requirement**" means any requirement, or authorisation of any statutory body, local authority, governmental or other authority necessary or desirable under applicable law or regulation and includes the provisions of any statute, ordinance or by-law;

"**Scheme**" means the Community Titles Scheme containing the Lots and the Common Property;

"**Scheme Land**" means the land upon which the Community Titles Scheme is situated;

"**Services**" means all gas, electricity, telephone, water, sewerage, fire prevention, ventilation, air conditioning, hydraulic elevator and security services and all other services or systems provided in the Scheme or available for the Lot; and

"**Service Infrastructure**" means any infrastructure for the provision of Services to the Scheme or any Lot.

1.2 Interpretations

1.3 Reference to:

- (a) the singular includes the plural and the plural includes the singular;
- (b) a person means a person bound by these By-laws and includes a body corporate, an unincorporated association or an authority; and
- (c) a statute, regulation or provision of a state or regulation ("Statutory Provision") includes:
 - (i) that Statutory Provision as amended or re-enacted from time to time; and
 - (ii) a statute, regulation or provision enacted in replacement of that Statutory Provision.

Title Reference [50578123]

- (d) "Including" and similar expressions are not words of limitation.
- (e) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (f) Headings are for convenience only and do not form part of these By-laws or affect interpretation.
- (g) Unless the context requires otherwise, words that have a defined meaning in the Act have the same meaning as these By-law.

2. Noise

- 2.1 An Owner will not create noise likely to interfere with the peaceful enjoyment of a person lawfully on another Lot or the Common Property.
- 2.2 An Owner of a Lot must take reasonable steps to ensure that the Owner's Invitees do not behave in a way likely to interfere with the peaceful enjoyment of another Lot or the Common Property.

3. Obstruction of Common Property

An Owner will not obstruct the lawful use of the Common Property by another person, and, without limitation, obstruct access to the Common Property or any Body Corporate Asset.

4. Parking

- 4.1 An Owner/Occupier of a Lot shall not:
 - (a) park any vehicle in areas designated visitors car park;
 - (b) park in designated Wash Bay unless washing their vehicle; or
 - (c) park in designated Disabled car park without a current permit.
- 4.2 Eligible visitors are daytime guests, tradespersons and Invitees including Invitees who occupy a visitor carpark overnight up to a maximum of two (2) weeks;
- 4.3 Those Invitees staying in excess of two (2) weeks must seek written approval for extended parking from the Body Corporate Committee.

5. Use of Common Property

- 5.1 An Owner:
 - (a) will use the Common Property or any Body Corporate Asset for the purpose for which it was designed or intended;
 - (b) will comply with all directions and rules of the Body Corporate relating to conduct on the Common Property or use of any Body Corporate Asset; and
 - (c) will observe all relevant Requirements in connection with the Common Property or Body Corporate Assets.

6. Improvements to Common Property

- 6.1 An Owner will not make any improvements to the Common Property without the prior written consent of the Body Corporate.
- 6.2 In giving its consent to any improvement, the Body Corporate may:
 - (a) obtain advice from consultants; and
 - (b) recover the costs of obtaining advice from consultants from the person seeking the Body Corporate's consent.
- 6.3 Any improvement made or sought to be made by an Owner:
 - (a) will be maintained and repaired by the Owner unless the Body Corporate agrees to the contrary by resolution in general meeting; and
 - (b) comply with all Requirements.
- 6.4 The Body Corporate may remove any unauthorised improvement and recover the costs of doing so from the person responsible for the Improvement.

Title Reference [50578123]

7. Damage to Common Property

- 7.1 An Owner will not, without the Body Corporate's written approval, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the Common Property.
- 7.2 However, an Owner may install a locking or safety device to protect the Lot against intruders, or a screen to prevent entry of animals or insects, if the device or screen is soundly built and is consistent with the colour, style and materials of the building and the consent of the Body Corporate is first obtained for such installations.
- 7.3 An Owner must keep a device installed under sub-section (2) in good order and repair.

8. Depositing Rubbish on Common Property

An Owner will not put any rubbish, trade, waste, shop refuse or other material on the Common Property.

9. Garbage Disposal

- 9.1 An Owner will:
- (a) if no receptacle is provided by the Body Corporate, maintain a receptacle for garbage:
 - (i) within the Owner's Lot; or
 - (ii) on that part of the Common Property set aside for location of garbage receptacles.
 - (b) comply with all Requirements relating to the disposal of garbage and arrange for the regular removal of garbage from the Lot;
 - (c) ensure that the health, hygiene and comfort of other persons is not adversely affected by disposal of the Owner's garbage;
 - (d) use any garbage receptacle provided by the Body Corporate and separate, where necessary, any garbage so that full use is made of the receptacles provided by the Body Corporate;
 - (e) disposal of household garbage down shuts must be contained in a sealed plastic bag; and
 - (f) recycling must be in accordance with the Current Recycling regulations as displayed in the eastern side Garbage Bin Recycling Room.

10. Appearance of Lot

- 10.1 An Owner will not, without the Body Corporate's written approval, make a change to the external appearance of a Lot.
- 10.2 An Owner will not, without the Body Corporate's written approval:
- (a) hang washing, bedding or other cloth article if the article is visible from another Lot or the Common Property, or from outside the Scheme Land; or
 - (b) subject to by-law 11(5), display a sign, advertisement, placard, banner, pamphlet or similar article if the article is visible from another Lot or the Common Property or from outside the Scheme Land.
- 10.3 In order to maintain the aesthetic standard required by the Body Corporate for the appearance of the Building an Owner shall not:
- (a) place any furniture on the balcony of a Lot the style, design and colour of which have not been approved in writing by the body Corporate;
 - (b) hang any curtains or drapes or erect any other window dressing or security screens or other devices in a Lot which alters the appearance of the Lot when viewed from anywhere outside the Lot without the prior written approval of the Body Corporate,
and must at its own cost:
 - (c) properly maintain and tend to the planters and the plants and vegetation in the planters in its Lot and if the Body Corporate reasonably concludes that an Owner is not maintaining or tending to the planters and plants and vegetation in accordance with this By-law 10(3)(c) then the Body Corporate and any workman or contractor authorised by it may enter the Lot at all reasonable times upon reasonable notice to the Owner to effect any necessary works to ensure that the plants and vegetation remain healthy. The Body Corporate may recover the costs of carrying out any of the works undertaken by it under the provision of this By-law 10(3)(c) as a debit from the Owner.

Title Reference [50578123]

10.4 Subject to the provisions of By-law 10(3)(c), an Owner must remedy any breach of this By-law 10 within twenty-one (21) days of receiving any notice from the Body Corporate which specifies the breach and requires it to be remedied.

11. Signage

11.1 An Owner will not allow a sign or advertisement on any part of the Common Property or the Owner's Lot without the prior written consent of the Body Corporate.

11.2 The Body Corporate may remove a sign to which it has not consented at the expense of the relevant Owner.

11.3 All signage approved by the Body Corporate must be kept in clean condition and good state or repair by the relevant Owner;

11.4 An Owner will return the Common Property or that part of the Owner's Lot to its original condition when a sign is removed;

11.5 Despite By-Law 11(1) the person or entity authorised to conduct a letting agency business within the Scheme may display signs and notices relating to the business on the common property but subject at all times to the reasonable requirements of the Body Corporate in respect thereof;

11.6 The Owner or occupier of any lot who, with the permission of the Body Corporate, has installed any signs or notices must, at all times, keep the signs in a good, clean and tidy condition.

12. Antennae and Aerials

An Owner will not erect any television or radio antennae or aerials or other communication receivers or transmitters on the Lot or on the Common Property without the prior consent of the Body Corporate.

13. Auction Sale

An Owner will not allow any auction sale to be conducted on the Owner's Lot or from the Common Property without the prior consent of the Body Corporate.

14. Use of Lots

14.1 An Owner will:

- (a) observe all Requirements in connection with the use of the Owner's Lot;
- (b) maintain the Owner's Lot in good order and condition;
- (c) not use or store any flammable liquids or materials in the Lot or on Common Property other than of a type used for domestic purposes or (where applicable) in the normal course of the business lawfully conducted in the Lot;
- (d) give prompt notice to the Body Corporate of any damage to, defect or disrepair of, the Services or Service Infrastructure;
- (e) not overload any Services or Service Infrastructure;
- (f) pay to the Body Corporate any costs incurred by the Body Corporate in upgrading any Services or Service Infrastructure to accommodate any equipment which an Owner wishes to install in a Lot;
- (g) lock all doors and fasten all windows in the Owner's Lot when the Lot is not occupied;
- (h) not waste water and ensure that all water taps in the Owner's Lot are turned off after use;
- (i) not carry on or permit any noxious or offensive act, trade, business or occupation or calling to be carried on from a Lot;
- (j) not cause disturbance to other persons lawfully using any Lot or Common Property;
- (k) not do or cause anything to be done which would void any insurance policy in respect of the Scheme, increase the rate of the fire insurance of the Scheme or conflict with the law, regulations or ordinances relating to fires or any insurance policy in respect of the Scheme;
- (l) subject to the Act, not keep any animal on a Lot or the Common Property without the Body Corporate's written consent.
- (m) not object where the Body Corporate has signed a Management and Letting Agreement, to the Manager named in the Agreement using the Manager's Lot (as defined in the Agreement) or any other lot in the

Title Reference [50578123]

Scheme as determined by the Manager with the consent of the Body Corporate for the purpose of the conduct of the businesses permitted by the Agreement.

15. Designated Uses

- 15.1 The Owner of Lot 104 (or such other Lot which may be subsequently nominated by the Body Corporate) may use such Lot both for residential purposes and for the purposes of the control, management, caretaking and administration of the Building and the Common Property and for the letting of Lots in the Scheme on behalf of the Owners and the rendering of services to Owners of Lots in the Scheme.
- 15.2 The Owners of Lots designated for use for residential and accommodation purposes may be used only for those purposes and any such other lawful purpose as is from time to time permitted by the Body Corporate and the local government.

16. Right of Entry

- 16.1 The Body Corporate may enter a Lot with workmen and other authorised persons and necessary materials and appliances to:
- (a) comply with any requirement involving the destruction of noxious animals, rodents or other pests; and
 - (b) carry out any repairs, alterations, renovations, extensions or works in relation to any Services or Service infrastructure.
- 16.2 In the case of emergency no notice will be required under By-law 16(1).
- 16.3 Anything undertaken by the Body Corporate under this By-law will be paid for by the Owner of the relevant Lot where the need for the Body Corporate to do that thing is due to any act or default of the Owner.
- 16.4 In exercising its rights under this By-law the Body Corporate must ensure that it causes as little inconvenience to the Owner of the Lot as is reasonable in the circumstances.

17. Body Corporate Rights

- 17.1 The Body Corporate may take steps to ensure the security of the Lots in the Scheme and the observance of these By-laws by any Owner or occupier, including, without limitation:
- (a) restricting access to any part of the Common Property whether on a temporary or permanent basis including areas used for the location of Services and Service Infrastructure;
 - (b) allowing a designated part of the Common Property to be used by any security person firm or company;
 - (c) obtaining, installing and maintaining locks, alarms, communications systems and other security devices; or
 - (d) determining rules under which persons are given access to any part of the Common Property.

18. Invitees

- 18.1 An Owner will take all reasonable steps to ensure that Invitees do not obstruct any person's use of the Common Property or Owner's Lot.
- 18.2 An Owner will compensate the Body Corporate for all damage to the Common Property caused by Invitees.
- 18.3 An Owner of a Lot will take all reasonable steps to ensure that Invitees comply with these By-laws.

19. Notice of Defect

- 19.1 The Body Corporate may make repairs or renovations as it deems necessary for the safety and preservation of the Common Property, Body Corporate Assets, Services and Service Infrastructure.
- 19.2 In the event of any damage or defect to Services or Service Infrastructure the Owner will give immediate notice to the Body Corporate.

Title Reference [50578123]

20. Request to Secretary

An Owner will direct all requests for consideration of any matter to be referred to the Body Corporate or the Body Corporate Committee to the Secretary or Body Corporate Manager.

21. Notices

All notices displayed on the Common Property by the Body Corporate or any statutory authority will be complied with by the Owners.

22. Copy of By-laws

Owners will provide any tenant or other occupier of a Lot with a copy of these By-laws.

23. Power of Body Corporate Committee

The Body Corporate Committee may make rules (in addition to those specifically provided for elsewhere in these By-laws) relating to the Common Property or Body Corporate Assets which are not inconsistent with these By-laws or any Requirement and those rules are binding on the Owners.

24. Recovery of Costs

24.1 The Body Corporate may recover its costs in connection with:

- (a) recovery of levies or other moneys payable by an Owner to the Body Corporate; and
- (b) any undertaking or obligation of an Owner, occupant and/or their Invitees under By-laws or remedying of these By-laws by an Owner, occupant and/or their Invitees, from the relevant Owner.

25. Interest

The Body Corporate may charge and recover interest at an annual rate determined by the Body Corporate by ordinary resolution in general meeting on any unpaid levies or other moneys payable by an Owner to the Body Corporate.

26. Swimming Pool / Spa

26.1 The swimming pool and spa shall not be used between the hours of 9pm and 6am or at any other time from time to time nominated by the Body Corporate.

26.2 No glassware, crockery or other breakable item or material shall be taken into the swimming pool, the spa or within the pool enclosure generally.

26.3 Responsible consumption of alcohol or other drinks from unbreakable containers is permitted within the pool enclosure.

26.4 No alcohol or other drinks shall be taken into or consumed while in the swimming pool.

26.5 Smoking is not permitted in the swimming pool, the spa or within the pool enclosure generally.

26.6 Children under the age of twelve using the swimming pool or spa shall be supervised by an adult.

27. Gymnasium / Steam Room

27.1 The Gymnasium and the Steam Room shall be locked and must not be used between the hours of 9pm and 6am or at any other time from time to time nominated by the Body Corporate.

27.2 No alcohol, glassware, crockery or other breakable item or material shall be taken into the gymnasium or the steam room.

27.3 Smoking is not permitted in the gymnasium or the steam room.

Title Reference [50578123]

27.4 Children under the age of fifteen using the gymnasium or steam room shall be supervised by an adult.

28. Intentionally deleted

29. Bicycles

29.1 The occupier of a lot will not, without the Body Corporate's written approval:

- (a) ride a bicycle, skateboard, scooter or roller blades, on the common property; or
- (b) permit an invitee to ride a bicycle, skateboard, scooter or roller blades, on the common property.

30. Air Conditioning

30.1 An Owner must at its own cost maintain the air conditioning equipment for its Lot in good working order and condition.

30.2 If the Body Corporate reasonably concludes that an Owner is not maintaining the Air Conditioning Equipment in accordance with by-law 30(1), then the Body Corporate and any contractor authorised by it may enter the Lot at all reasonable times upon reasonable notice to the Owner to effect any necessary repairs and maintenance of the air conditioning equipment.

30.3 The Body Corporate may recover the costs of carrying out any of the works referred to in By-law 30(2) as a debt from the Owner.

30.4 "Air Conditioning Equipment" means the air conditioning plant including piping, electrical installations and duct works in a Lot or on the Common Property providing conditioned air to the Lot.

30.5 An Owner or Occupier of a Lot must not install a new air conditioning system in the Lot unless:

- (a) the Body Corporate's written approval has first been obtained; and
- (b) the design and installation of the system is in full compliance with all the current relevant Australian Standards.

30.6 An application to the Body Corporate for complete or partial of a new air conditioning system must include:

- (a) a copy of the tender from your preferred contractor;
- (b) technical specification covering the design and installation of all components;
- (c) a signed declaration from the contractor that the design and installation complies in all respects with all current and relevant Australian Standards pertaining at the time of installation. This compliance declaration is to include the insulation of refrigerant pipework to the correct thickness for the expected humidity throughout the length of the pipework; and
- (d) a copy of the contractor's certificate of currency for all relevant insurance policies.

The Body Corporate is to be advised when the new pipework is being installed so that an inspection can be carried out before the pipework has been enclosed by ceilings and bulk heads.

31. Planters

Should the Body Corporate at any time resolve to replace any of the plants and vegetation in the planters within the Scheme Land then the Body Corporate and any workman or contractor authorised by it may enter a Lot at all reasonable times upon reasonable notice to the Owner and replace the plants and vegetation in the planters within the Lot in accordance with the resolution of the Body Corporate.

32. Exclusive Use

32.1 The Body Corporate grants to the Owner of each lot the exclusive use and enjoyment of those areas of Common Property as allocated and for the purposes specified in Schedule E and identified in the attached sketch plans on the following conditions:

- (a) The Owner is responsible for the cost of maintaining its exclusive use area, including any improvements installed on the exclusive use area, in accordance with S171(2) of the Accommodation Module;
- (b) The Owner must not construct any structure on the exclusive use area without first obtaining the written consent of the Body Corporate; and

Title Reference [50578123]

- (c) The Owner must allow the Body Corporate access at all times to the exclusive use area to enable inspection and maintenance, if necessary.

33. Television and Internet Services

33.1 The Body Corporate may allow a person:

- (a) To install cabling, wiring, ducting, conduits, amplifiers, satellite dishes or any other equipment necessary to allow the provision of cable television services, satellite services, internet provider services and similar services to the Common Property;
- (b) To enter into agreement with the providers of those or any of those services; and
- (c) To enter into agreements for the provision of those services to the Building with such persons and on such conditions as are approved by the Body Corporate from time to time, upon such terms and conditions as the Body Corporate shall determine.

34. Agreements and Consents

34.1 The Body Corporate has the express power and authority to:

- (a) grant or enter into and execute a Body Corporate Administration Agreement for the performance of the duties of the Body Corporate;
- (b) grant or enter into and execute an agreement giving the rights (which may be exclusive or non-exclusive) for the control, management, caretaking and administration of the Building and Common Property and the proper regulation of the use thereof on such terms and conditions as the Body Corporate shall in its absolute discretion think fit and for such fee as may be agreed and pursuant to this power to enter into agreements with such persons and/or corporations as the Body Corporate shall in its sole discretion decide.
- (c) grant the right to conduct in the Building and Common Property the business of letting of units on behalf of Owners (for such fee or commission as may be agreed by the Owner of any Lot so let) and the business of rendering of services to Owners of Lots in the Building and pursuant to this power to enter into written agreements with such persons and/or corporations on such terms as the Body Corporate shall in its discretion decide.
- (d) grant or enter into a Right of Entry Agreement with a bank or other financial institution if required by such institution as part of the security for a person or corporation to acquire the management and letting rights in respect of "Points North Caloundra".
- (e) grant or enter into an easement over Common Property provided that such easement does not interfere with an Owner's exclusive use area unless such Owner otherwise agrees.
- (f) give authority to any person who is a manager, service contractor or letting agent to occupy a particular part or parts of the Common Property for particular purposes necessary to enable:
 - (i) in the case of a service contractor – the service contractor to perform obligations under the service contract; or
 - (ii) in the case of a letting agent – the letting agent to operate as a letting agent.

35. Electricity Supply

35.1 If lawful, the Body Corporate may in its absolute discretion:

- (a) Establish and maintain an electricity supply system ("the System") for the Scheme; and
- (b) As an on-supplier:
 - (i) purchase electricity from an electricity supplier; and
 - (ii) on-supply electricity to owners of lots in the Scheme (collectively "the Receivers").

35.2 The Body Corporate may enter into agreements of any nature in connection with:

- (a) The supply of electricity to the Body Corporate by an electricity supplier;
- (b) The on-supply of electricity to Receivers; and
- (c) Service Infrastructure used in connection with the System, including, without limitation, agreements contemplated by the Regulation Module for the Scheme setting out the basis on which charges are made for supply of electricity and the recovery of the costs to the Body Corporate of supplying that service.

35.3 The Body Corporate must calculate charges for electricity supply to Receivers only as permitted at law or, if there is no applicable legislation, levy charges only to the extent required to ensure that the Body Corporate complies with its obligations to recover the costs of supplying the service to Receivers.

Title Reference [50578123]

- 35.4 If the Body Corporate charges Receivers a tariff rate for the supply of electricity which is higher than the rate at which the Body Corporate purchases electricity from the electricity supplier, any surplus funds generated in the hands of the Body Corporate as a result must be applied by the Body Corporate to its administrative fund in reduction of liabilities of the Body Corporate and, in this way, for the benefit of Owners.
- 35.5 If the Body Corporate operates and maintains a System under this by-law, it may:
- (a) Enter into agreements with Receivers for the supply of electricity through the System, setting out the terms on which the Body Corporate will charge for the provision of electricity services under the System and recover the costs of providing that service (as required by the Act and Regulation Module for the Scheme) including charges for:
 - (i) electricity supply;
 - (ii) installation and connection to the System;
 - (iii) servicing and maintenance of the System to the extent it is utilised in the provision of the service to a particular Receiver;
 - (iv) disconnection and reconnection fees;
 - (v) advance payments or security deposits to be provided in connection with electricity supply through the System.
 - (b) Establish the basis of electricity charges for those Receivers which are not supplied by separate meter (if any) and for common areas for the Scheme based on an estimate of electricity consumption taking into account the number and type of electrical fittings, points, installations, plant and equipment, and appliances and the use to which those are put by the relevant Receivers or the Body Corporate.
 - (c) Establish a system of accounts and invoices in connection with the supply of electricity through the System and render those accounts to Receivers as appropriate.
 - (d) Recover any amount when due and payable from any Receiver under the applicable accounts rendered and if an account is unpaid by the due date:
 - (i) recover any unpaid amount as a liquidated debt;
 - (ii) recover interest on any unpaid account;
 - (iii) disconnect the supply of reticulated electricity to the relevant Receiver;
 - (iv) charge a reconnection fee to restore electricity supply to that Receiver;
 - (v) increase the advance payment or security deposit for electricity supply to the relevant Receiver.
 - (e) The Body Corporate is not liable for any loss or damage suffered by any Receiver as a result of any failure of the supply of electricity due to breakdowns, repairs, maintenance, strikes, accidents or any other causes affecting the System.
 - (f) The Body Corporate is not required to supply any Receiver with electricity to any greater extent than the electricity authority from which the Body Corporate obtains supply could provide at any given time.
 - (g) Each Owner must:
 - (i) Allow the Body Corporate and its agents, contractors, or employees access to any Service Infrastructure use in connection with the System;
 - (ii) Comply with all requirements of the Body Corporate imposed in connection with electricity supply through the System; and
 - (iii) Maintain any Service Infrastructure used in connection with the System and which is located in or on a lot in the Scheme and which is used in connection with electricity supply under the System.

Nothing in this By-law obliges a Receiver to purchase electricity from the Body Corporate or limits or restricts the rights of any Receiver to utilise Service Infrastructure under any implied easement or other right contained in the Act or other applicable legislation.

36. Communications to lot owners

- 36.1 Within 7 days after the end of each month, the Body Corporate shall communicate to Lot Owners:
- (a) The Building Managers' / Caretakers' monthly report;
 - (b) Any other information relevant to Lot Owners.
- 36.2 Within 7 days after the end of the months of December, March, June and September, the Body Corporate shall communicate to Lot Owners the unaudited Statement of Accounts comprising statement of Income & Expenditure for:
- (a) Administrative Fund; and
 - (b) Sinking Fund,
- for the year to date.

Title Reference [50578123]

- 36.3 This clause does not apply to an owner of a Lot who:
- (a) has given the secretary a written notice instructing the Secretary that the owner does not wish to be given copies of these communications; and
 - (b) has not withdrawn the instruction.

37. Acknowledgement of communication

Where the Body Corporate receives a communication from a Lot Owner and the Secretary or Body Corporate Manager considers the matter requires consideration and a decision by the Committee, the Secretary or Body Corporate Manager shall within 7 days after receipt of the communication, provide a letter of receipt to the Lot Owner and notify them the item will be added to the agenda for the next committee meeting.

38. Body Corporate Assets

- 38.1 in addition to the assets required by Section 195(1) of the Accommodation Module to be recorded in the Register of Body Corporate assets, the Body Corporate must record in a Register, all Body Corporate assets of more than \$300 in value.

- 38.2 *The same information required by Section 195(2) of the Accommodation Module shall be recorded in respect of each asset.*

- 38.3 the Building Manager/Caretaker with at least one voting Committee member, shall during the month of September each year:
- (a) verify the physical existence and location of each Body corporate asset recorded in the register(s); and
 - (b) within 7 days after the physical verification provide a report to the body corporate on the results of the verification together with an explanation for any Body Corporate assets recorded in the register(s) but not physically verified.

- 38.4 Subject to being satisfied about the reasons for a Body Corporate asset not being physically verified, the Body Corporate may authorise an asset to be deleted from the Register.

- 38.5 Within 7 days before or after the date on which a change of Building Manager/Caretaker occurs, a physical verification, as described in 38(c) and 38(d) shall be performed except that both the outgoing and incoming Building Manager/Caretaker shall participate. The outgoing and incoming Building Manager/Caretaker plus the Committee member shall sign and date each page of a copy of the Register(s) of Body Corporate assets as confirmation of their verification that the assets listed are present and accounted for.

39. No smoking

- 39.1 Smoking is not permitted in any area of the Common Property.
- 39.2 Lot Owners and their invitees shall take all reasonable steps to ensure that smoke or odour from smoking within the boundaries of a Lot, does not permeate into the airspace of any other Lot, thereby causing nuisance or discomfort.

40. Vehicles

- 40.1 Vehicles entering the car park from Queen St must not stop on the ramp EXCEPT to activate the roller door.
- 40.2 Vehicles exiting the car park must not stop on the ramp.
- 40.3 Occupants of vehicles entering or exiting the car park shall remain in their vehicle.

41. Hard Flooring

- 41.1 An owner or occupier of a Lot must not install hard flooring in the Lot unless:
- (a) the Body Corporate's written approval has been obtained; and
 - (b) the BCA compliance Lnw + Ci (impact) rating of the floor when complete will not be more than 57.

Title Reference [50578123]

- 41.2 An application to the Body Corporate for approval of hard flooring must include:
- (a) drawings of the area where the hard flooring is to be installed;
 - (b) technical specification sheets on hard flooring to be installed; and
 - (c) technical specification sheets and samples of acoustic underlay.
- 41.3 Upon installation of hard flooring in the Lot, the owner or occupier must provide to the Body Corporate a written report or certification by an accredited acoustic consultant approved by the Body Corporate Committee that the product delivered and installed complies with the Body Corporate's conditions of approval (if any) and the standards set out in By-law 41(a)(ii).
- 41.4 If an owner or occupier fails to provide the report in accordance with by-law 41(c) within fourteen (14) days of completion of the installation of the hard flooring, then the Body Corporate may engage an acoustic consultant to provide the report at the cost of the owner.
- 41.5 Where an owner or occupier installs hard flooring:
- (a) without the Body Corporate's written approval; or
 - (b) which does not meet the standards required by this by-law,
- then the Body Corporate may give the owner notice requiring the owner to either:
- (c) cause the removal of the flooring or
 - (d) rectification of the flooring so that it complies with the standards required under this by-law,
- within a reasonable time and at the owner's cost, failing which the Body Corporate may undertake such works at the owner's cost.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

The following lots are affected (or proposed to be affected) by statutory easements as identified in the Services Location Diagram attached to this Community Management Statement and marked "B". The types of statutory easements affecting each lot are identified in the following table:

Lots on Plan or CP	Statutory Easement	Service Location Diagrams
Common Property	Support, shelter, projections, utility services and utility infrastructure, maintenance of Building close to boundary, Water, Electricity, Gas, Computer Data and Television, Telephone Service, Sewer and Drainage	B
Lot 101 - 109 on SP 178331 Lot 201 - 210 on SP 178331 Lot 301 - 310 on SP 178331 Lot 401 - 410 on SP 178331 Lot 501 - 509 on SP 178331 Lot 601 - 608 on SP 178331 Lot 701 - 708 on SP 178331 Lot 801 - 808 on SP 178331 Lot 901 - 904 on SP 178331	Support, shelter, projections, utility services and utility infrastructure, maintenance of Building close to boundary, Water, Electricity, Gas, Computer Data and Television, Telephone Service, Sewer and Drainage	B

Title Reference [50578123]

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

Lot on Plan	Exclusive Use of Area	Use	By-Law Requirement
Lot 101 on SP 178331	Area "78" on Level A on the attached Plan "A"	Carparking	By-Law 32
Lot 102 on SP 178331	Area "33" on Level B on the attached Plan "A"	Carparking	By-Law 32
Lot 103 on SP 178331	Area "36" on Level B on the attached Plan "A"	Carparking	By-Law 32
Lot 104 on SP 178331	Area "31" on Level B on the attached Plan "A"	Carparking	By-Law 32
Lot 105 on SP 178331	Area "49" on Level A on the attached Plan "A"	Carparking	By-Law 32
Lot 105 on SP 178331	Area "111" on Level C on the attached Plan "A"	Courtyard	By-Law 32
Lot 106 on SP 178331	Area "48" on Level A on the attached Plan "A"	Carparking	By-Law 32
Lot 106 on SP 178331	Area "112" on Level C on the attached Plan "A"	Courtyard	By-Law 32
Lot 107 on SP 178331	Area "47" on Level A on the attached Plan "A"	Carparking	By-Law 32
Lot 107 on SP 178331	Area "113" on Level C on the attached Plan "A"	Courtyard	By-Law 32
Lot 108 on SP 178331	Area "46" on Level A on the attached Plan "A"	Carparking	By-Law 32
Lot 108 on SP 178331	Area "114" on Level C on the attached Plan "A"	Courtyard	By-Law 32
Lot 109 on SP 178331	Area "45" on Level A on the attached Plan "A"	Carparking	By-Law 32
Lot 109 on SP 178331	Area "105" on Level A on the attached Plan "A"	Storage	By-Law 32
Lot 109 on SP 178331	Area "115" on Level C on the attached Plan "A"	Stairs	By-Law 32
Lot 201 on SP 178331	Area "69" on Level A on the attached Plan "A"	Carparking	By-Law 32
Lot 202 on SP 178331	Area "4" on Level B on the attached Plan "A"	Carparking	By-Law 32
Lot 203 on SP 178331	Area "5" on Level B on the attached Plan "A"	Carparking	By-Law 32
Lot 204 on SP 178331	Area "30" on Level B on the attached Plan "A"	Carparking	By-Law 32
Lot 205 on SP 178331	Area "73" on Level A on the attached Plan "A"	Carparking	By-Law 32
Lot 206 on SP 178331	Area "97" on Level A on the attached Plan "A"	Carparking	By-Law 32
Lot 207 on SP 178331	Area "96" on Level A on the attached Plan "A"	Carparking	By-Law 32
Lot 208 on SP 178331	Area "95" on Level A on the attached Plan "A"	Carparking	By-Law 32
Lot 209 on SP 178331	Area "94" on Level A on the attached Plan "A"	Carparking	By-Law 32
Lot 210 on SP 178331	Area "59" on Level A on the attached Plan "A"	Carparking	By-Law 32

Title Reference [50578123]

Lot 301 on SP 178331	Area "70" on Level A on the attached Plan "A"	Carparking	By-Law 32
Lot 302 on SP 178331	Area "27" on Level B on the attached Plan "A"	Carparking	By-Law 32
Lot 303 on SP 178331	Area "3" on Level B on the attached Plan "A"	Carparking	By-Law 32
Lot 304 on SP 178331	Area "2" on Level B on the attached Plan "A"	Carparking	By-Law 32
Lot 305 on SP 178331	Area "1" on Level B on the attached Plan "A"	Carparking	By-Law 32
Lot 306 on SP 178331	Area "29" on Level B on the attached Plan "A"	Carparking	By-Law 32
Lot 307 on SP 178331	Area "93" on Level A on the attached Plan "A"	Carparking	By-Law 32
Lot 308 on SP 178331	Area "92" on Level A on the attached Plan "A"	Carparking	By-Law 32
Lot 309 on SP 178331	Area "12" on Level B on the attached Plan "A"	Carparking	By-Law 32
Lot 310 on SP 178331	Area "15" on Level B on the attached Plan "A"	Carparking	By-Law 32
Lot 401 on SP 178331	Areas "74 & 75" on Level A on the attached Plan "A"	Carparking	By-Law 32
Lot 401 on SP 178331	Area "107" on Level A on the attached Plan "A"	Storage	By-Law 32
Lot 402 on SP 178331	Area "89" on Level A on the attached Plan "A"	Carparking	By-Law 32
Lot 403 on SP 178331	Area "91" on Level A on the attached Plan "A"	Carparking	By-Law 32
Lot 404 on SP 178331	Area "90" on Level A on the attached Plan "A"	Carparking	By-Law 32
Lot 405 on SP 178331	Area "88" on Level A on the attached Plan "A"	Carparking	By-Law 32
Lot 406 on SP 178331	Area "16" on Level B on the attached Plan "A"	Carparking	By-Law 32
Lot 407 on SP 178331	Area "38" on Level A on the attached Plan "A"	Carparking	By-Law 32
Lot 408 on SP 178331	Area "39" on Level A on the attached Plan "A"	Carparking	By-Law 32
Lot 409 on SP 178331	Area "56" on Level A on the attached Plan "A"	Carparking	By-Law 32
Lot 410 on SP 178331	Area "53" on Level A on the attached Plan "A"	Carparking	By-Law 32
Lot 501 on SP 178331	Areas "81 & 82" on Level A on the attached Plan "A"	Carparking	By-Law 32
Lot 502 on SP 178331	Area "54" on Level A on the attached Plan "A"	Carparking	By-Law 32
Lot 503 on SP 178331	Area "52" on Level A on the attached Plan "A"	Carparking	By-Law 32
Lot 504 on SP 178331	Areas "86 & 87" on Level A on the attached Plan "A"	Carparking	By-Law 32
Lot 505 on SP 178331	Area "51" on Level A on the attached Plan "A"	Carparking	By-Law 32
Lot 506 on SP 178331	Area "40" on Level A on the attached Plan "A"	Carparking	By-Law 32

Title Reference [50578123]

Lot 507 on SP 178331	Area "41" on Level A on the attached Plan "A"	Carparking	By-Law 32
Lot 508 on SP 178331	Area "50" on Level A on the attached Plan "A"	Carparking	By-Law 32
Lot 509 on SP 178331	Areas "6 & 7" on Level B on the attached Plan "A"	Carparking	By-Law 32
Lot 601 on SP 178331	Areas "84 & 85" on Level A on the attached Plan "A"	Carparking	By-Law 32
Lot 602 on SP 178331	Areas "58" on Level A on the attached Plan "A"	Carparking	By-Law 32
Lot 603 on SP 178331	Areas "60 & 61" on Level A on the attached Plan "A"	Carparking	By-Law 32
Lot 604 on SP 178331	Areas "34 & 35" on Level B on the attached Plan "A"	Carparking	By-Law 32
Lot 605 on SP 178331	Areas "43 & 44" on Level A on the attached Plan "A"	Carparking	By-Law 32
Lot 606 on SP 178331	Area "28" on Level B on the attached Plan "A"	Carparking	By-Law 32
Lot 607 on SP 178331	Area "42" on Level A on the attached Plan "A"	Carparking	By-Law 32
Lot 608 on SP 178331	Areas "10 & 11" on Level B on the attached Plan "A"	Carparking	By-Law 32
Lot 701 on SP 178331	Areas "76 & 77" on Level A on the attached Plan "A"	Carparking	By-Law 32
Lot 701 on SP 178331	Area "103" on Level A on the attached Plan "A"	Storage	By-Law 32
Lot 702 on SP 178331	Area "83" on Level A on the attached Plan "A"	Carparking	By-Law 32
Lot 703 on SP 178331	Areas "79 & 80" on Level A on the attached Plan "A"	Carparking	By-Law 32
Lot 704 on SP 178331	Areas "8 & 9" on Level B on the attached Plan "A"	Carparking	By-Law 32
Lot 705 on SP 178331	Areas "13 & 14" on Level B on the attached Plan "A"	Carparking	By-Law 32
Lot 706 on SP 178331	Area "64" on Level A on the attached Plan "A"	Carparking	By-Law 32
Lot 707 on SP 178331	Area "55" on Level A on the attached Plan "A"	Carparking	By-Law 32
Lot 708 on SP 178331	Areas "19 & 20" on Level B on the attached Plan "A"	Carparking	By-Law 32

Title Reference [50578123]

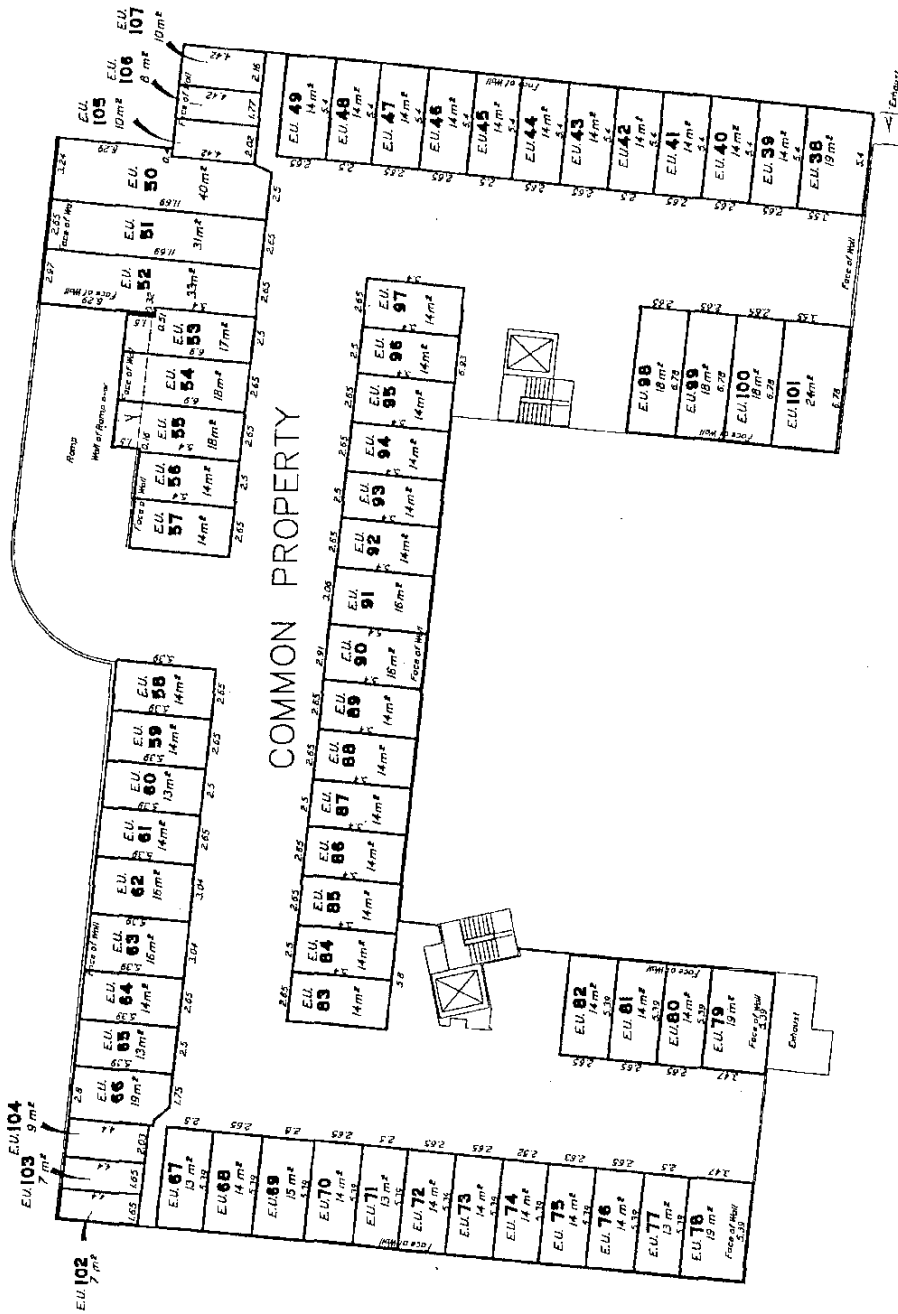
Lot 801 on SP 178331	Areas "67 & 68" on Level A on the attached Plan "A"	Carparking	By-Law 32
Lot 801 on SP 178331	Areas "102" and "106" on Level A on the attached Plan "A"	Storage	By-Law 32
Lot 802 on SP 178331	Areas "62 & 63" on Level A on the attached Plan "A"	Carparking	By-Law 32
Lot 802 on SP 178331	Area "104" on Level A on the attached Plan "A"	Storage	By-Law 32
Lot 803 on SP 178331	Areas "71 & 72" on Level A on the attached Plan "A"	Carparking	By-Law 32
Lot 804 on SP 178331	Areas "65 & 66" on Level A on the attached Plan "A"	Carparking	By-Law 32
Lot 805 on SP 178331	Areas "21 & 22" on Level B on the attached Plan "A"	Carparking	By-Law 32
Lot 806 on SP 178331	Area "32" on Level B on the attached Plan "A"	Carparking	By-Law 32
Lot 807 on SP 178331	Area "57" on Level A on the attached Plan "A"	Carparking	By-Law 32
Lot 808 on SP 178331	Areas "17 & 18" on Level B on the attached Plan "A"	Carparking	By-Law 32
Lot 901 on SP 178331	Areas "25 & 26" on Level B on the attached Plan "A"	Carparking	By-Law 32
Lot 902 on SP 178331	Areas "98 & 99" on Level A on the attached Plan "A"	Carparking	By-Law 32
Lot 903 on SP 178331	Areas "100 & 101" on Level A on the attached Plan "A"	Carparking	By-Law 32
Lot 904 on SP 178331	Areas "23 & 24" on Level B on the attached Plan "A"	Carparking	By-Law 32

COMMUNITY TITLES SCHEME NO.

Sheet of 24 27

PLAN OF EXCLUSIVE USE AREAS ON LEVEL A IN THE COMMON PROPERTY ON SP178331.

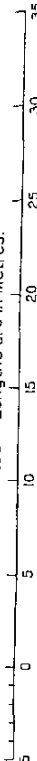
"PLAN A"



Sheet 1 of 3

LEVEL A

Scale 1:250 - Lengths are in Metres.



JONES FLINT & PIKE PTY. LTD., ACN 050 414 045
certify that the details shown on this sketch plan
are correct.



Director
Date 15.7.05

SCALE 1:250

PARISH	Bribie
COUNTY	Canning
ORIGINAL	Allot 11 Sec 5
LOCALITY	Kings Beach
MAP REF	9544-31433
MERIDIAN	SP178331
Local Authority	Caloundra City Council

SKETCH PLAN OF EXCLUSIVE USE AREAS ON LEVEL A IN THE COMMON PROPERTY OF POINTS NORTH COMMUNITY TITLES SCHEME ON SP178331. CMS NO.

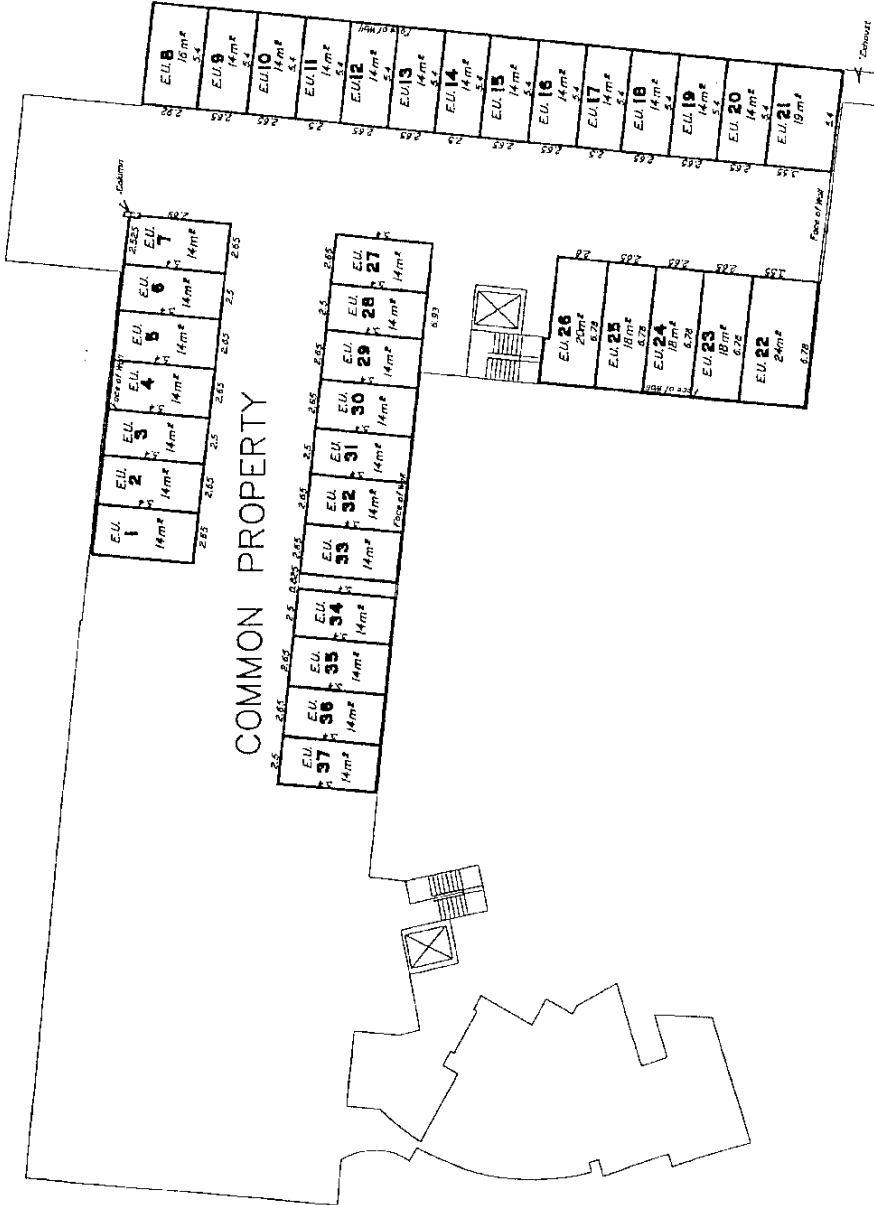
JONES FLINT & PIKE
JONES FLINT & PIKE PTY. LTD. A.C.N. 050 414 045
consulting planners, surveyors and cartographers
BRISBANE telephone (07) 3844 7161
SOLD COAST telephone (07) 5591 6311
SUNSHINE COAST telephone (07) 5443 2500
GLADSTONE telephone (07) 4972 2100

Examined JONES FLINT & PIKE PTY. LTD (ACN 050 414 045)
ENDORSED ACCREDITED SKETCH OK

Job Ref. No. M1657
Drawing File: M1657-EUAREAS.dwg

COMMUNITY TITLES SCHEME NO.
 PLAN OF EXCLUSIVE USE AREAS ON LEVEL B IN THE COMMON PROPERTY ON SP178331.

Sheet 2 of 3



LEVEL B

Scale 1:250 — Lengths are in Metres.

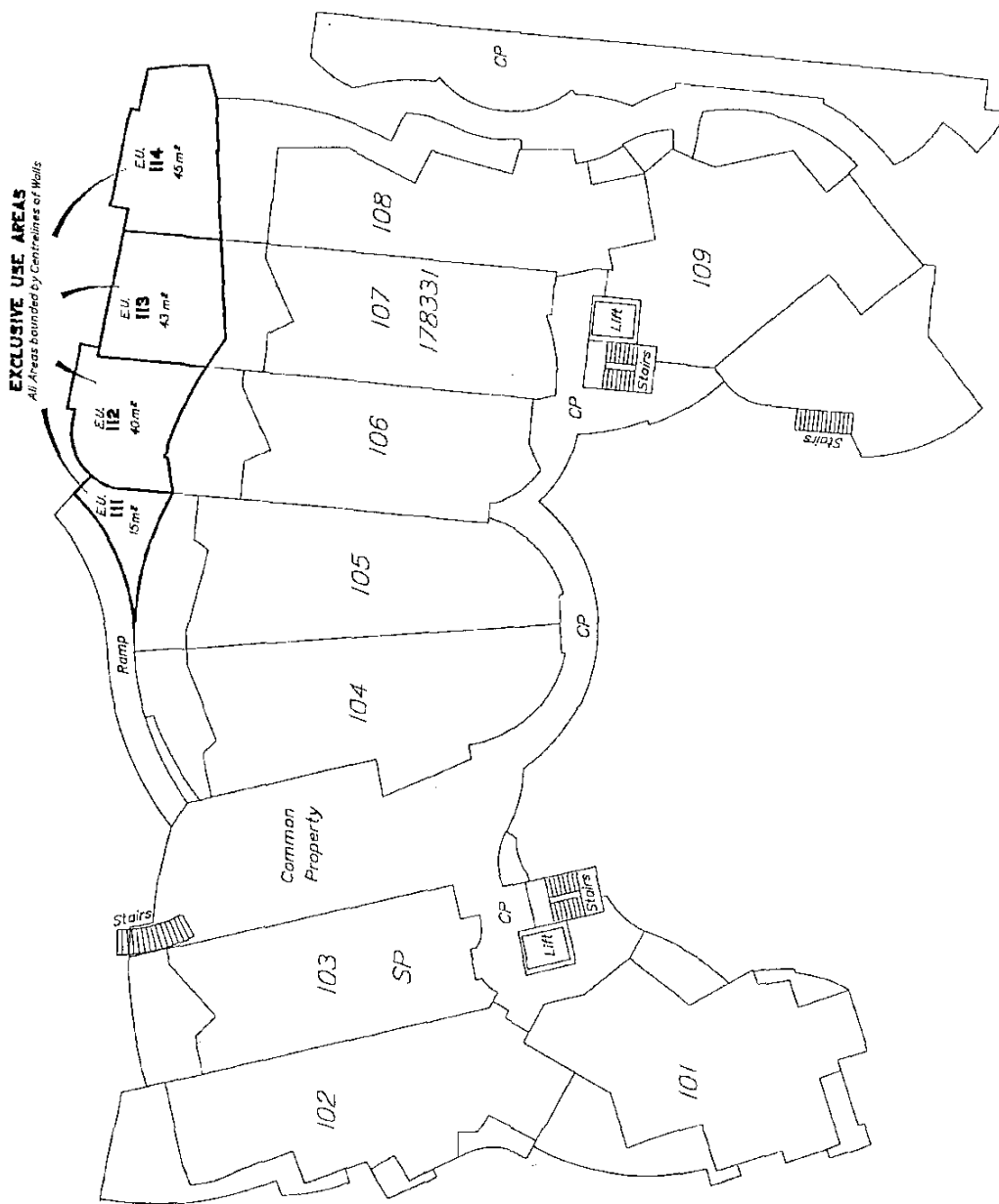


SCALE 1:250		SKETCH PLAN OF EXCLUSIVE USE AREAS ON LEVEL B IN THE COMMON PROPERTY OF POINTS NORTH COMMUNITY TITLES SCHEME ON SP178331. CMS NO.	
PARISH	Bribie		
COUNTY	Canning	JONES FLINT & PIKE JONES FLINT & PIKE PTY. LTD. A.C.N. 050 414 045 consulting planners, surveyors and cartographers BRISBANE Telephone (07) 3844 7461 GOLD COAST Telephone (07) 5591 531 SUNSHINE COAST Telephone (07) 5443 2500 GLADSTONE Telephone (07) 4972 2100	
ORIGINAL	Allot II Sec 5		
LOCALITY	Kings Beach		
MAP REF	9544-31433		
MERIDIAN	SP178331		
Local Authority	Caloundra City Council	Examined JONES FLINT & PIKE PTY LTD (ACN 050 414 045)	Job Ref. No. M1657
		ENDORSED ACCREDITED	Drawing File: M1657--EUAREAS.dwg

COMMUNITY TITLES SCHEME NO.

Sheet 26 of 27

PLAN OF EXCLUSIVE USE AREAS ON LEVEL C IN THE COMMON PROPERTY ON SP178331.



Sheet 3 of 3

LEVEL C

Scale 1:250 - Lengths are in Metres.

SCALE 1:250

PARISH	Bribie
COUNTY	Canning
ORIGINAL	Allot II Sec 5
LOCALITY	Kings Beach
MAP REF	9544-31433
MERIDIAN	SP178331
Local Authority	Caloundra City Council

SKETCH PLAN OF EXCLUSIVE USE AREAS ON LEVEL C IN THE COMMON PROPERTY OF POINTS NORTH COMMUNITY TITLES SCHEME ON SP178331. CMS NO.

JONES FLINT & PIKE
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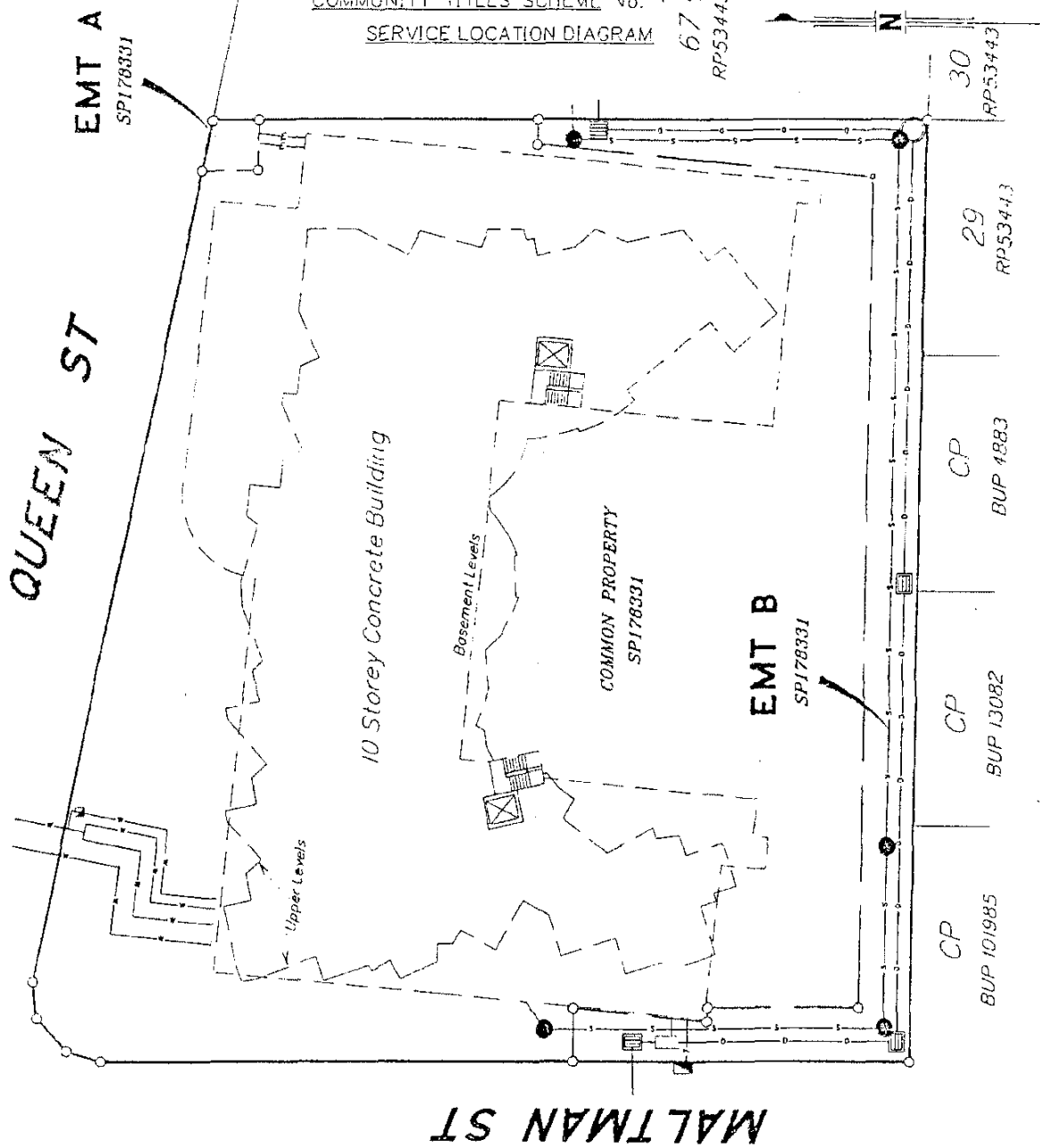
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 ENDORSED ACCREDITED SKETCH OK

Job Ref.No. M1657
 Drawing File: M1785-EUAREAS.dwg

POINTS NORTH
COMMUNITY TITLES SCHEME No. 34547
SERVICE LOCATION DIAGRAM

67
RP53443

24 of 24



SERVICES LOCATION DIAGRAM
27.05.2005

Scale 1:300 (A3) - Lengths are in Metres.

- Denotes Stormwater Line
- Denotes Water Line
- f—f—f—f—f— Denotes Electricity Line
- T—T—T—T—T— Denotes Telstra Line
- S—S—S—S—S— Denotes Sewer Line
- Denotes Building Footprint

- Denotes Telstra/Electrical Pit
- Denotes Water Meter
- Denotes Stormwater Manhole
- ▤ Denotes Stormwater Gully Pit
- Denotes Sewer Manhole
- Denotes Pollutant Trap