



**FORM 14** Version 2

QUEENSLAND LAND REGISTRY

Land Title Act 1994 and Land Act 1994

**GENERAL REQUEST**

<p><i>Dealing No.</i></p> <div style="border: 1px solid black; padding: 5px;"> <p style="font-size: 24pt; font-weight: bold; margin-left: 10px;">703947422</p> <p style="text-align: right; margin-right: 10px;">\$87.00 21/03/2000 15:55</p> <p style="font-weight: bold; margin-left: 10px;">GC 460</p> </div>	<p><i>Stamp Duty Imprint</i></p>
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<p><b>1. Nature of request</b> Request to record First Community Management Statement for Goodwin Terraces Community Titles Scheme</p>	<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:60%;"><b>Lodger Name, address &amp; phone number</b></td> <td style="width:40%;"><b>Lodger Code</b></td> </tr> <tr> <td>HUTCHEONS Solicitors PO Box 2 MAIN BEACH QLD 4217 Ph: (07) 5532 3144</td> <td style="text-align: center; vertical-align: top;">GC 57</td> </tr> </table>	<b>Lodger Name, address &amp; phone number</b>	<b>Lodger Code</b>	HUTCHEONS Solicitors PO Box 2 MAIN BEACH QLD 4217 Ph: (07) 5532 3144	GC 57
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HUTCHEONS Solicitors PO Box 2 MAIN BEACH QLD 4217 Ph: (07) 5532 3144	GC 57				

<b>2. Description of Lot</b>	<b>County</b>	<b>Parish</b>	<b>Title Reference</b>
Lot 15 on SP120706	WARD	TALLEBUDGERA	50291896

**3. Registered Proprietor / Crown Lessee**  
A. ENGWIRDA & SONS PTY LTD ACN 009 819 434

**4. Interest**  
FEE SIMPLE

**5. Applicant**  
A. ENGWIRDA & SONS PTY LTD ACN 009 819 434

**6. Request**

I hereby request that: The First CMS deposited herewith be recorded as the Community Management Statement for Goodwin Terraces Community Titles Scheme and that 8 Bay Street Tweed Heads, be recorded as the address for service of the Body Corporate for the scheme.

**7. Execution by applicant**

<b>Execution Date</b>	<b>Applicant's or Solicitor's Signature</b>
21/3/2000	 ..... SOLICITOR BRUCE ERIC HUTCHEON

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

\$ SHORT FEE

\$ 25 REQUISITION FEE

30 MAR 2000

Paid Vide No. 9200

**FIRST/NEW COMMUNITY MANAGEMENT STATEMENT**

**THIS STATEMENT MUST BE LODGED TOGETHER WITH A FORM 14 GENERAL**

**This statement incorporates and must include the following:**

**27862**

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

CMS LABEL NUMBER

1. **Name of community titles scheme**  
 GOODWIN TERRACES

2. **Regulation module**  
 STANDARD

3. **Name of body corporate**  
 BODY CORPORATE FOR GOODWIN TERRACES

4. Scheme land	Description of Lot	County	Parish	Title Reference
Common Property of Goodwin Terraces	WARD	WARD	TALLEBUDGERA	TO ISSUE from H51126 and H515099- 50291896
Community Titles Scheme	WARD	WARD	TALLEBUDGERA	TO ISSUE
LOT 1 to 12 on SP 131233				

5. **Name and address of original owner #**  
 A Engwirda & Sons Pty Ltd ACN 009 819 434  
 38/114 The Esplanade  
 BURLEIGH HEADS QLD 4220  
 # first community management statement only

6. **Reference to plan lodged with this statement**  
 SURVEY PLAN NO. 131233

7. **Local Government community management statement citation**  
 GIVEN under the Corporate Seal of the COUNCIL of the CITY OF GOLD COAST signed by IAN ALLAN D'ESPIE GLEW the Manager of Planning and COLIN JAMES DUTON the Co-Ordinator Subdivision Services they are the authorised officers to sign, affix and witness each seal pursuant to Council Minute Number C99.0730.

..... signed  
 ..... name and designation  
 ..... name of Local Government

8. **Execution by original owner/Consent of body corporate**

Execution Date: 25/2/00

*[Signature]* DIRECTOR \*Execution  
*[Signature]* DIRECTOR  
*[Signature]* DIRECTOR

*[Seal: A. ENGWIRDA & SONS PTY. LTD. ACN 009 819 434. THE COMMON SEAL OF]*

*[Seal: CITY OF GOLD COAST]*

SCHEDULE

Title Reference ~~1151126 and 1151599~~ <sup>50291896</sup> *A. Ch. 2.*

**SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS**

Lot on Plan	Contribution	Interest
1 on SP 131233	1	1
2 on SP 131233	1	1
3 on SP 131233	1	1
4 on SP 131233	1	1
5 on SP 131233	1	1
6 on SP 131233	1	1
7 on SP 131233	1	1
8 on SP 131233	1	1
9 on SP 131233	1	1
10 on SP 131233	1	1
11 on SP 131233	1	1
12 on SP 131233	1	1
<b>TOTALS</b>	<b>12</b>	<b>12</b>

**SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND**

Not applicable

**SCHEDULE C BY-LAWS**

It is proposed to amend the By-Laws of the Body Corporate in the following manner:-

- A. By replacing the By-Laws contained in Schedule 2 of the Act;
- B. By inserting the following By-Laws in lieu thereof.

**1. INTERPRETATION**

- 1.1 Headings throughout these By-Laws are for guidance only and are not to be used as an aid in the interpretation of these By-Laws. Plurals shall include the singular and singular the plural. Reference to either gender shall include a reference to the other gender.
- 1.2 Throughout these By-Laws, the following terms shall, where the context so admits, have the meaning herein ascribed to them.
  - “the Act” means the Body Corporate Community Management Act 1997 as amended from time to time.
  - “the Body Corporate” means the Body Corporate established upon the registration of the survey plan pursuant to the Act.
  - “the By-Laws” or “these By-Laws” means the By-Laws herein contained or any specified part of them.
  - “the common property” means the common property referred to in the registered survey plan.
  - “the Committee” means the Committee of the Body Corporate appointed pursuant to the Act.
  - “the Committee’s Representative” means a member of the Committee appointed from time to time for the purpose of representing the Committee.

50291896 *A2* *in. 2.*  
Title Reference ~~4154426~~ and ~~4151509~~

"Lot" means a lot in the registered survey plan.

"the parcel" means all the land referred to in the registered survey plan.

"the Secretary" means the Secretary of the Body Corporate appointed pursuant to the Act.

**2. USE OF LOT FOR RESIDENTIAL PURPOSES**

2.1 Each Lot shall be used for residential and holiday letting purposes only save for the Caretaker's Lot in the building, which may, in addition to residential purposes, be used as the Caretaker's unit and for the purpose of carrying on the business of letting agent of Lots on behalf of the lot owners of such Lot.

**3. STRUCTURAL ALTERATIONS PROHIBITED**

3.1 No structural alterations shall be made to any Lot (including alterations to gas, water or electrical installations or work for the purpose of enclosing in any manner whatsoever (the balcony, if any, of any Lot and including the installation of any air-conditioning system) without the prior consent of the Committee.

**4. MAINTENANCE**

4.1 Each lot owner shall be responsible for the proper maintenance and decoration of his Lot.

**5. LOTS TO BE KEPT CLEAN**

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

**6. WATER APPARATUS**

6.1 A lot owner or occupier of a Lot shall see that all water taps in his Lot are properly and promptly turned off after use.

6.2 The water closets, conveniences and other water apparatus including water pipes and drains in each Lot shall not be used for any purpose other than those for which they were constructed and no sweepings or rubbish and other unsuitable material shall be deposited therein.

6.3 Any costs or expenses resulting from damage or blockage to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence shall be borne by such lot owner or occupier whether the same is caused by his own acts or those of members of his household or his servants or his agents or guests.

**7. LIGHTING AND HEATING OF LOTS**

7.1 The lot owner or occupier of a Lot shall not use any chemicals, burning fluids, acetylene gas or alcohol in lighting or heating such Lot nor in any other way cause or increase a risk of fire or explosion in such Lot.

**8. STORAGE OF FLAMMABLE LIQUIDS**

8.1 A lot owner or occupier of a Lot shall not, except with the prior written consent of the Body Corporate, use or store in his Lot or upon the common property any flammable chemical, liquid gas or other flammable material, other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any such chemical, liquid gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

**9. WINDOWS**

9.1 Windows shall be kept clean and promptly replaced with fresh glass of the same kind, colour and weight as at present if broken or cracked.

Title Reference ~~1151126 and 11515099~~ 50291896 *AG m.e.*

**10. WINDOW COVERS**

10.1 Curtains, drapes, shutters and blinds on the interior of a Lot may be installed as window covers provided the same have a white or off-white backing. No window shall be covered with aluminium foil or similar reflective material or tinted and no shutter, awnings, blinds or other window cover shall be affixed externally to any Lot without the prior written consent of the Body Corporate.

**11. KEEPING OF ANIMALS**

11.1 A Lot owner or occupier of a Lot must not (subject to the provisions of the Guide Dogs Act 1972 and By-law 11.2) raise, breed or keep dogs, cats, birds, animals, livestock or poultry (collectively "Animals") on his Lot without the prior written consent of the Body Corporate, which consent may be withdrawn in circumstances where the Body Corporate reasonably considers the keeping of such animal may interfere with the quiet enjoyment of another Lot by its lot owner or occupier.

11.2 A lot owner who, when he first takes possession of his Lot, has an animal which is a pet, may, with the written approval of the Body Corporate, keep that animal on his Lot but on its death is not entitled to replace that Animal unless consent has been obtained from the Body Corporate in accordance with By-Law 11.1.

11.3 Each lot owner and occupier is absolutely liable to each other lot owner and occupier and their respective guests and invitees, for an unreasonable nuisance, noise or injury to any person or damage to property caused by any Animal brought or kept upon the parcel by that lot owner or occupier or by his invitees.

11.4 Each lot owner and occupier is absolutely responsible to clean up after any Animal brought or kept upon the parcel by him or his invitees.

**12. PAINTING AND AFFIXING OF SIGNS PROHIBITED**

12.1 A lot owner or occupier of a Lot shall not paint or affix any signs, advertisements, notices or posters to or on any of the Lot, or the common property, nor do anything to vary the external appearance of such Lot or the common property without the prior written consent of the Body Corporate.

**13. AUCTION SALES PROHIBITED**

13.1 A lot owner or occupier of a Lot shall not permit any auction sale to be conducted or take place in his Lot without the prior written consent of the Body Corporate.

**14. ANTENNAE**

14.1 No television, radio or other electronic antenna or device of any type shall be erected, constructed or placed or permitted to remain on any Lot or the common property unless and until the same has been approved in writing by the Committee.

**15. APPEARANCE OF LOTS**

15.1 A lot owner or occupier of a Lot shall not hang washing, towels, bedding, clothing or other articles or display any sign, advertisement, placard, banner, pamphlet or like matter on the common property or on any part of his Lot in such a way as to be visible from outside such Lot.

**16. SECURITY OF LOT**

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

**17. INSURANCE**

17.1 A lot owner or occupier of a Lot shall not bring to, do or keep anything in his Lot which shall increase the rate of fire insurance

50291896  
Title Reference ~~1151126~~ and ~~11515099~~ *Ch. 2.*

on his Lot or on the common property or which may conflict with the laws and/or regulations relating to fires or any insurance policy upon such Lot or the common property or the regulations or ordinances of any public authority for the time being in force.

18. NUISANCE

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

(a) no loud noises, noxious odours, exterior speakers, horns, whistles, bells or other sound devices (other than security or warning devices used exclusively for such purposes), noisy or smoking vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or items which may unreasonably interfere with television or radio reception of any resident shall be located used or placed on any portion of the parcel or exposed to the view of other lot owners or occupiers without the prior written consent of the Body Corporate.

(b) all musical instruments, wirelasses, radiograms, television sets and the like shall be controlled so that the sound arising therefrom shall be reasonable and cannot cause annoyance to other lot owners and occupiers of Lots on the parcel;

(c) guests leaving after 11:00 pm shall be requested by their hosts to leave quietly and quietness shall also be observed when lot owners and occupiers return to their Lots late at night or in the early morning hours;

(d) in the event of any unavoidable noise in a Lot at any time the occupier or lot owner thereof shall take all practical means to minimise annoyance to other residences by closing all doors, windows and curtains of their Lot and also such further steps as may be within their power for the same purpose; and

(e) the outdoor recreational areas shall not be used between the hours of 9:00 pm and 7:00 am.

19. OBSTRUCTION

19.1 A lot owner or occupier of a Lot shall not obstruct the lawful use of the common property by any person. In addition, pathways and driveways on the common property shall not be obstructed by any such lot owner or occupier or used by them for any other purpose than the reasonable ingress and egress to and from their particular Lot.

20. DEPOSITING RUBBISH ON COMMON PROPERTY

20.1 A lot owner shall:-

(a) save where the Body Corporate provides some other means of disposal of garbage, maintain within his Lot, or on such part of the common property as may be authorised by the Body Corporate, in a clean and dry condition and adequately covered, a receptacle for garbage;

(b) comply with all local authority By-Laws and ordinances relating to the disposal of garbage; and

(c) ensure that the health, hygiene and comfort of the lot owner or occupier of any other Lot is not adversely affected by his disposal of garbage.

21. DAMAGE TO LAWNS ETC ON THE COMMON PROPERTY

21.1 A lot owner or occupier of a Lot shall not:-

(a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon the common property; or

Title Reference ~~1151126~~ and ~~1151509~~  
50291896 *John E.*

(b) except with the prior written consent of the Body Corporate, use for his own purposes as a garden any portion of the common property.

**22. DAMAGE TO THE COMMON PROPERTY**

22.1 A lot 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 (including the exterior of his Lot) except with the consent in writing of the Body Corporate.

**23. COMMITTEE TO BE NOTIFIED OF ACCIDENTS ETC**

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

**24. VEHICLES**

24.1 A lot owner or occupier of a Lot shall not park or stand any motor or other vehicle upon the parcel except within the car spaces provided for the use of lot owners and occupiers and except for the private vehicles of a visitor to an owner but such visitor's vehicle shall not be permitted to park for more than twelve (12) hours on the parcel.

**25. INSPECTION OF LOTS**

25.1 Upon one day's notice in writing the Committee and its servants, agents and contractors shall be permitted to inspect the interior of any Lot and to test any electrical equipment therein and to trace and repair any leakage or defect in the said installations or equipment (at the expense of the lot owner or occupier of the Lot concerned in the case where such leakage or defect is due to any actual default of such lot owner or occupier or his tenants, guests, servants or agents). If not so permitted they may effect an entry. The Committee, in exercising this power, shall ensure that its servants, agents and employees cause as little inconvenience to such lot owner or occupier as is reasonable in the circumstances.

**26. OBSERVANCE OF THESE BY-LAWS**

26.1 The duties and obligations imposed by these By-Laws on a lot owner or occupier of a Lot shall be observed not only by such lot owner or occupier but by the tenants, guests, servant, employees, agents, children, invitees and licensees of such lot owner or occupier. A lot 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 lot owner or occupier of another Lot or of any person lawfully using the common property.

**27. REPAIRS BY THE BODY CORPORATE**

27.1 Where the Body Corporate expends money to make good the damage caused by a breach of the Act or of these By-Laws by a lot owner or occupier of a Lot or the tenants, guests, servants, employees, agents or children, invitees or licensees of such a lot owner or occupier or of any of them, the Committee shall be entitled to recover the amount so expended as a debt in an action in any court of competent jurisdiction from the lot owner of the Lot at the time when the breach occurred.

**28. CONTRACTORS**

28.1 A lot owner or occupier of a Lot shall not directly instruct any contractors or workmen employed by the Committee unless so authorised and all requests for consideration of any particular matters to be referred to the Committee shall be directed to the Committee's Representative, who shall in turn refer the same to the Committee for determination.

**29. NOTIFICATION OF INFECTIOUS DISEASE**

29.1 In the event that any infectious disease which may require notification by virtue of any statute, regulation or ordinance affecting

Title Reference ~~1151126 and 1151599~~ 50291896 *AL m. 9.*

any person in any Lot the lot owner or occupier of such Lot shall give, or cause to be given, notice thereof and any other information which may be required relative thereto to the Committee and shall pay to the Committee the expenses of disinfecting the Lot where necessary and replacing articles or things the destruction of which may be rendered necessary by such disease.

**30. RULES RELATING TO THE COMMON PROPERTY**

- 30.1 The Committee may make rules relating to the Common Property not inconsistent with these By-Laws and the same shall be observed by the lot owner or occupier of each Lot unless and until they are disallowed or revoked by a majority resolution at a general meeting of the lot owners.
- 30.2 The Committee may, by majority resolution, impose on any lot owner or occupier of a Lot, a fine not exceeding FIFTY DOLLARS (\$50.00) per day in respect of any individual breach of those By-Laws.

**31. NOTICES TO BE OBSERVED**

- 31.1 A lot owner or occupier of a Lot shall observe the terms of any notice displayed on any part of the Common Property by authority of the Committee or of any statutory authority.

**32. SALE OF LOTS**

- 32.1 Whilst A. Engwirda & Sons Pty Ltd or its and each of its successors, assigns or nominees remains a lot owner of any Lot in the parcel they and their respective servants and/or agents shall be entitled to utilise any Lot on the parcel of which they remain lot owner as a display Lot for the purpose of allowing prospective purchasers of any such Lot to inspect such Lot and further shall be entitled to place such signs and other advertising and display material in and about such Lot and further be entitled to place such signs and other advertising and display material in and about such Lot and further shall be entitled to place such signs and other advertising and display material in and about other parts of the common property other than the subject Lot, which signs shall in all respects be attractive and tasteful having regard to the visual and acoustic privacy of other Lots and the general aesthetics and amenity of the parcel, and shall not at any time, and from time to time be more in terms of number and size, than is reasonably necessary.

**33. BY-LAWS TO BE EXHIBITED**

- 33.1 A copy of these By-Laws (or a precis thereof approved by the Committee) shall be exhibited in a prominent place in any Lot made available for letting.

**34. EXCLUSIVE USE OF CAR SPACES**

- 34.1 Each lot owner or occupier for the time being of a lot shall be entitled to the exclusive use and enjoyment for themselves and their licensees of the respective car spaces or spaces on all that part of the common property allocated to the lot owner in Schedule E and identified on the sketch plan attached hereto. A lot owner or occupier of a Lot having exclusive use and enjoyment of a car space shall:-

- (a) keep the same in a clean and tidy condition;
- (b) use the same for the purpose of car parking only;
- (c) not use the same so as to create a nuisance or disturbance to other lot owners or occupiers of Lots on the parcel.

**35. POWER OF BODY CORPORATE TO ENTER INTO AGREEMENTS**

- 35.1 The Body Corporate shall have the power by ordinary resolution at an annual general meeting or extraordinary general meeting of its members convened in accordance with the provision of the Act to appoint a manager, caretaker and letting agent and grant to the lot owner of the Caretaker's lot certain exclusive rights for the carrying on of the business of letting of lots and caretaking and management of the parcel and to restrict the rights of other lot owners in respect of management, caretaking and letting

Title Reference ~~4511126 and 4515099~~ <sup>50291896</sup> *J.E.*

and enter into agreements:-

- (a) for the purchase of electricity;
- (b) for the maintenance of any security systems on or crossing the common property;
- (c) for the purpose of management and caretaking of the parcel and the building and for the purpose of letting of lots and associated services,

such agreements to be in a form acceptable to the Body Corporate.

### 36. EXCLUSIVE USE OF STORAGE SPACES

36.1 Where a lot owner or occupier of a Lot is entitled for the time being to a storage space or spaces, each such lot owner or occupier shall be entitled to the exclusive use and enjoyment for themselves and their licensees of the storage locker or lockers on that part of the common property allocated in Schedule E and identified on the sketch attached hereto. A lot owner or occupier of a lot having exclusive use and enjoyment of a storage locker shall:-

- (a) keep the same in a clean and tidy condition;
- (b) use the same for the purpose of storage only;
- (c) not use the same so as to create a nuisance or disturbance to other lot owners or occupiers of Lots on the parcel.

### 37. SECURITY

37.1 All security equipment (if any) installed on Common Property and used in connection with the provisions of security for the Scheme Land shall with the exception of that equipment installed upon any lot by an owner, be and remain the property of the Body Corporate. All security equipment (with the exception of that equipment installed upon any lot by an owner, which shall be maintained at the cost and expense of the owner) the property of the Body Corporate shall be repaired and maintained at the cost and expense of the Body Corporate.

37.2 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 in the security equipment in a lot, then the owner shall allow the Body Corporate, the Caretaker and their respective servants, agents or contractors to enter upon the lot (upon reasonable notice except in the case of an emergency, in which case no such notice shall be required) or maintenance of the security equipment. The costs and expenses of the repair or maintenance of the security equipment within the lot shall be at the cost and expense of the owner of the lot.

### 38. LICENCE FOR MANAGER

38.1 The Body Corporate may grant to the Caretaker of the common property appointed by the Body Corporate:-

- (a) a licence to use and occupy all that part of the common property (if any) delineated by hatching on the plan(s) in the Schedule to this By-Law for storage purposes;
- (b) a licence to use and occupy all that part of the common property (if any) delineated by cross-hatching on the plan(s) in the Schedule to this By-Law to enable the Caretaker to carry out his duties and obligations as Caretaker of the common property;
- (c) an occupancy authority to the Caretaker to occupy an area of common property for use of and incidental to the performance of his duties as a service contractor;

Title Reference ~~11511126 and 11515099~~ <sup>50291896</sup> *etc* *m. 2.*

- (d) a licence or right to erect, maintain and/or remove signage on common property in connection with the caretaking and/or letting activities.

**39. INSTIGATION OF LEGAL PROCEEDINGS**

- 39.1 The Committee may, by majority resolution, authorise the commencement of legal proceedings against a lot owner or mortgagee of a lot, whether or not that lot owner or mortgagee is in possession of the Lot, to recover arrears of maintenance contributions, and pursue any remedy under the Act or pursuant to these By-Laws and any attendance legal costs.

**40. CABLE TELEVISION**

- 40.1 The Body Corporate has the power to:-

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

**41. PABX TELEPHONE FACILITY**

- 41.1 The lot owner or occupier for the time being of the Caretaker's lot or any entity under the control of the Caretaker shall be entitled to operate a PABX telephone facility and to install, lay, use, repair and maintain and replace cabling and other equipment necessary for the operation of such facility throughout the lots, building and common property.

**42. SIGNAGE**

- 42.1 The original lot owner, its servants and agents are entitled from time to time to the use of any part of the common property for sales purposes including the erection, maintenance, use and removal of signs (whether directional or marketing) and maintenance of display units and the original lot owner and its agents shall have full and unlimited access for itself and prospective Buyers to the building.

**43. USE OF FACILITIES**

- 43.1 All lot owners and occupiers may use the swimming pool and pool area, barbecue and associated facilities on the common property subject to the following rules, which also apply to all guests or invitees of lot owners or occupiers from time to time and until varied by the Body Corporate:-

- (a) the swimming pool, barbecue and associated facilities will not be used by guests or invitees unless accompanied by the host lot owner or occupier.
- (b) children below the age of thirteen (13) years will at all times be accompanied by an adult lot owner or occupier exercising effective control over them.
- (c) running, rough play in or out of the pool, excessive splashing, improper diving from the board or sides or running and jumping into the pool so as to create a large splash (bombing) is especially prohibited.
- (d) food, glass, breakable items, and pets will not be brought into the swimming or spa pools or tennis court and the lot owner or occupier shall not allow soap, bubble bath or shampoo to be used in the pool.
- (e) the swimming pool and barbecue areas may only be used between the hours of 7:00 am and 9:00 pm unless arranged otherwise with the manager.
- (f) the cooking appliances and appurtenances thereto are to be used in a proper manner and turned off according to their

SCHEDULE

Title Reference ~~1151126 and 1151509~~ <sup>50291896</sup> *CG*  
*Ch. 9.*

- operating instructions, and such appliances and appurtenances are to be thoroughly cleaned after use.
- (g) after facilities are used, the relevant area must be left in a clean and tidy state and available to the next users. Failing to comply with this may incur a cleaning cost.

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

NIL

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

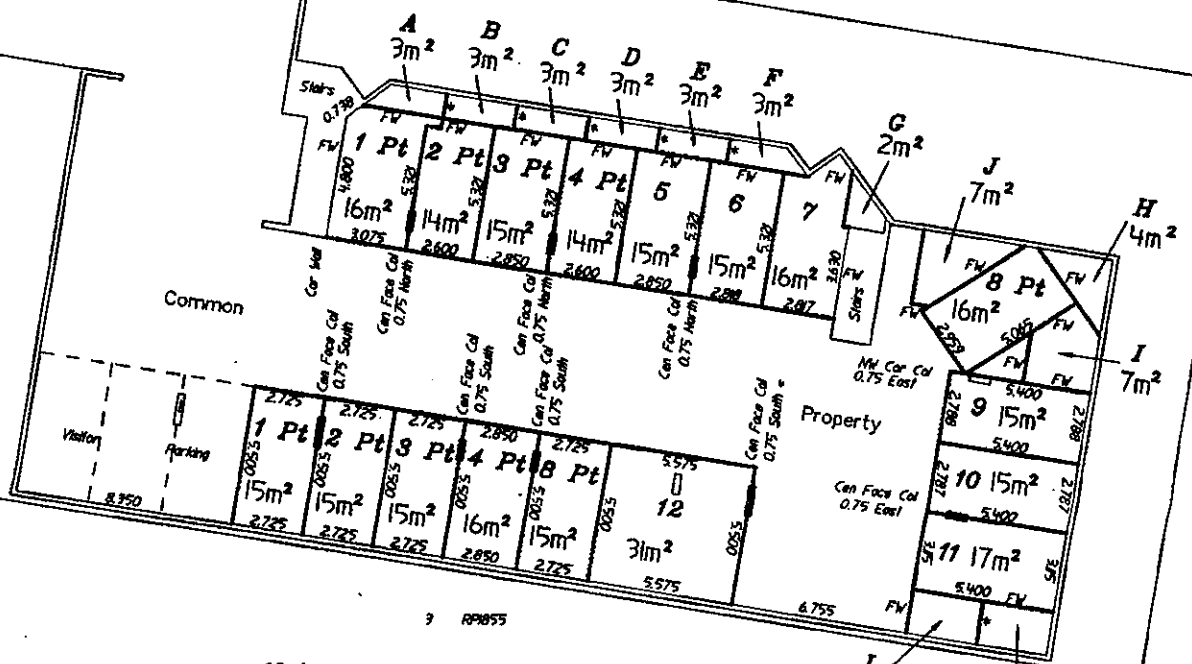
LOTS	EXCLUSIVE USE AREAS
Lot 1 on SP 131233	Areas marked "1" on attached sketch plan "A"
Lot 2 on SP 131233	Areas marked "2" on attached sketch plan "A"
Lot 3 on SP 131233	Areas marked "3" on attached sketch plan "A"
Lot 4 on SP 131233	Areas marked "4" on attached sketch plan "A"
Lot 5 on SP 131233	Area marked "5" on attached sketch plan "A"
Lot 6 on SP 131233	Area marked "6" on attached sketch plan "A"
Lot 7 on SP 131233	Area marked "7" on attached sketch plan "A"
Lot 8 on SP 131233	Areas marked "8" on attached sketch plan "A"
Lot 9 on SP 131233	Area marked "9" on attached sketch plan "A"
Lot 10 on SP 131233	Areas marked "10" on attached sketch plan "A"
Lot 11 on SP 131233	Area marked "11" on attached sketch plan "A"
Lot 12 on SP 131233	Areas marked "12" on attached sketch plan "A"

A



2 RP09973

DUTTON STREET

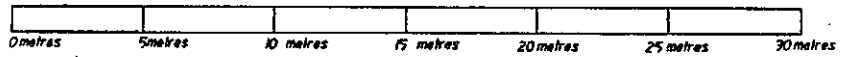


3 RP855

**Notes:**

FW : Denotes Face Of Wall As Bdy

\* Denotes Is Exuse Bdy Between A,B,C,D,E,F,K & L - Centre Line Of Wall.



**SCALE BAR**

I, Stewart Cameron McIntyre, Licensed Surveyor, certify that the details shown on this sketch plan are correct.

*Stewart Cameron McIntyre*  
Licensed Surveyor

Date 28/2/00

<p><b>STEWART McINTYRE &amp; ASSOCIATES</b> CONSULTING SURVEYORS 19 PHILIPPINE PARADE PALM BEACH, QLD. 4221 PHONE 55983334 FAX 55981622</p>	<p>PLAN OF EXCLUSIVE USE AREAS OF COMMON PROPERTY ON LEVEL A OF "GOODWIN TERRACES" COMMUNITY TITLES SCHEME.</p>		<p>Date 10/02/2000</p>
	<p>PARISH OF TALLEBUDGERA COUNTY OF WARD</p>		<p>FIELD BOOK</p>
	<p>CLIENT <b>A.ENGWIRDA &amp; SONS</b></p>		<p>DRAWN D.H.</p>

SCALE 1:200 DRAWING NO: B105CL-EX