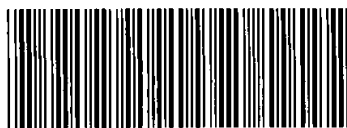


QUEENSLAND TITLES REGISTRY
Land Title Act 1994, Land Act 1994 and Water Act 2000

GENERAL REQUEST

Duty Imprint

FORM 14 Version 4
Page 1 of 1



721261344

\$96.00

17/11/2021 12:36

GC 470

1. Nature of request
Request to record New Community Management Statement for Wings Residential Resort & Spa Community Titles Scheme 32967

Lodger(Name, address, E-mail & phone number)
O'KEEFE MAHONEY BENNETT
SOLICITORS
PO BOX 454
SOUTHPORT QLD 4215
PH: (07) 55550000

Lodger Code
GC28

2. Lot on Plan Description	County	Parish	Title Reference
Common Property of Wings Residential Resort & Spa Community Titles Scheme 32967			50514095

3. Registered Proprietor/State Lessee
Body Corporate for Wings Residential Resort & Spa Community Titles Scheme 32967

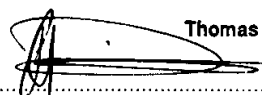
4. Interest
Not Applicable

5. Applicant
Body Corporate for Wings Residential Resort & Spa Community Titles Scheme 32967

6. Request
I hereby request that: the new community management statement deposited herewith which amends Schedule C of the existing community management statement be recorded as the community management statement for Wings Residential Resort & Spa Community Titles Scheme 32967.

7. Execution by applicant

17/11/21
Execution Date


Thomas John Robinson
Solicitor

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

32967

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 Wings Residential Resort & Spa Community Titles Scheme 32967	2. Regulation module Accommodation
3. Name of Body Corporate Body Corporate for Wings Residential Resort & Spa Community Titles Scheme 32967	
4. Scheme land	
Lot on Plan Description See enlarged panel	County Parish Title Reference 50514095
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
Not applicable pursuant to section 60(6) of the *Body Corporate and Community Management Act 1997*

.....signed

.....name and designation

.....name of Local Government

8. Execution by original owner/Consent of Body Corporate



11 / 11 / 2020²⁰²¹
Execution Date

11 / 11 / 2020²⁰²¹
Execution Date

[Signature]
Chairperson Daniel Samuel

[Signature]
Committee Member
Execution Simon Stantiall

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

ENLARGED PANEL

4. Scheme Land

Lot in Plan Description	County	Parish	Title Reference
Community Management Statement for Wings Residential Resort & Spa Community Titles Scheme 32967	Ward	Gilston	50514095
Lot 1 in SP 156250	Ward	Gilston	50514096
Lot 2 in SP 156250	Ward	Gilston	50514097
Lot 3 in SP 156250	Ward	Gilston	50514098
Lot 4 in SP 156250	Ward	Gilston	50514099
Lot 5 in SP 156250	Ward	Gilston	50514100
Lot 6 in SP 156250	Ward	Gilston	50514101
Lot 7 in SP 156250	Ward	Gilston	50514102
Lot 8 in SP 156250	Ward	Gilston	50514103
Lot 9 in SP 156250	Ward	Gilston	50514104
Lot 10 in SP 156250	Ward	Gilston	50514105
Lot 11 in SP 156250	Ward	Gilston	50514106
Lot 12 in SP 156250	Ward	Gilston	50514107
Lot 13 in SP 156250	Ward	Gilston	50514108
Lot 14 in SP 156250	Ward	Gilston	50514109
Lot 15 in SP 156250	Ward	Gilston	50514110
Lot 16 in SP 156250	Ward	Gilston	50514111
Lot 17 in SP 156250	Ward	Gilston	50514112
Lot 18 in SP 156250	Ward	Gilston	50514113
Lot 19 in SP 156250	Ward	Gilston	50514114
Lot 20 in SP 156250	Ward	Gilston	50514115
Lot 21 in SP 156250	Ward	Gilston	50514116
Lot 22 in SP 156250	Ward	Gilston	50514117
Lot 23 in SP 156250	Ward	Gilston	50514118
Lot 24 in SP 156250	Ward	Gilston	50514119
Lot 25 in SP 156250	Ward	Gilston	50514120
Lot 26 in SP 156250	Ward	Gilston	50514121
Lot 27 in SP 156250	Ward	Gilston	50514122
Lot 28 in SP 156250	Ward	Gilston	50514123
Lot 29 in SP 156250	Ward	Gilston	50514124
Lot 30 in SP 156250	Ward	Gilston	50514125
Lot 31 in SP 156250	Ward	Gilston	50514126
Lot 32 in SP 156250	Ward	Gilston	50514127
Lot 33 in SP 156250	Ward	Gilston	50514128
Lot 34 in SP 156250	Ward	Gilston	50514129
Lot 35 in SP 156250	Ward	Gilston	50514130
Lot 36 in SP 156250	Ward	Gilston	50514131
Lot 37 in SP 156250	Ward	Gilston	50514132
Lot 38 in SP 156250	Ward	Gilston	50514133
Lot 39 in SP 156250	Ward	Gilston	50514134

Lot in Plan Description	County	Parish	Title Reference
Lot 40 in SP 156250	Ward	Gilston	50514135
Lot 41 in SP 156250	Ward	Gilston	50514136
Lot 42 in SP 156250	Ward	Gilston	50514137
Lot 43 in SP 156250	Ward	Gilston	50514138
Lot 44 in SP 156250	Ward	Gilston	50514139
Lot 45 in SP 156250	Ward	Gilston	50514140
Lot 46 in SP 156250	Ward	Gilston	50514141
Lot 47 in SP 156250	Ward	Gilston	50514142
Lot 48 in SP 156250	Ward	Gilston	50514143
Lot 49 in SP 156250	Ward	Gilston	50514144
Lot 50 in SP 156250	Ward	Gilston	50514145
Lot 51 in SP 156250	Ward	Gilston	50514146
Lot 52 in SP 156250	Ward	Gilston	50514147
Lot 53 in SP 156250	Ward	Gilston	50514148
Lot 54 in SP 156250	Ward	Gilston	50514149
Lot 55 in SP 156250	Ward	Gilston	50514150
Lot 56 in SP 156250	Ward	Gilston	50514151
Lot 57 in SP 156250	Ward	Gilston	50514152
Lot 58 in SP 156250	Ward	Gilston	50514153
Lot 59 in SP 156250	Ward	Gilston	50514154
Lot 60 in SP 156250	Ward	Gilston	50514155
Lot 61 in SP 156250	Ward	Gilston	50514156
Lot 62 in SP 156250	Ward	Gilston	50514157
Lot 63 in SP 156250	Ward	Gilston	50514158
Lot 64 in SP 156250	Ward	Gilston	50514159
Lot 65 in SP 156250	Ward	Gilston	50514160
Lot 66 in SP 156250	Ward	Gilston	50514161
Lot 67 in SP 156250	Ward	Gilston	50514162
Lot 68 in SP 156250	Ward	Gilston	50514163
Lot 69 in SP 156250	Ward	Gilston	50514164
Lot 70 in SP 156250	Ward	Gilston	50514165
Lot 71 in SP 156250	Ward	Gilston	50514166
Lot 72 in SP 156250	Ward	Gilston	50514167
Lot 73 in SP 156250	Ward	Gilston	50514168
Lot 74 in SP 156250	Ward	Gilston	50514169
Lot 75 in SP 156250	Ward	Gilston	50514170
Lot 76 in SP 156250	Ward	Gilston	50514171
Lot 77 in SP 156250	Ward	Gilston	50514172
Lot 78 in SP 156250	Ward	Gilston	50514173
Lot 79 in SP 156250	Ward	Gilston	50514174
Lot 80 in SP 156250	Ward	Gilston	50514175
Lot 81 in SP 156250	Ward	Gilston	50514176
Lot 82 in SP 156250	Ward	Gilston	50514177

Lot in Plan Description	County	Parish	Title Reference
Lot 83 in SP 156250	Ward	Gilston	50514178
Lot 84 in SP 156250	Ward	Gilston	50514179
Lot 85 in SP 156250	Ward	Gilston	50514180
Lot 86 in SP 156250	Ward	Gilston	50514181
Lot 87 in SP 156250	Ward	Gilston	50514182
Lot 88 in SP 156250	Ward	Gilston	50514183
Lot 89 in SP 156250	Ward	Gilston	50514184
Lot 90 in SP 156250	Ward	Gilston	50514185
Lot 91 in SP 156250	Ward	Gilston	50514186
Lot 92 in SP 156250	Ward	Gilston	50514187
Lot 93 in SP 156250	Ward	Gilston	50514188
Lot 94 in SP 156250	Ward	Gilston	50514189
Lot 95 in SP 156250	Ward	Gilston	50514190
Lot 96 in SP 156250	Ward	Gilston	50514191
Lot 97 in SP 156250	Ward	Gilston	50514192
Lot 98 in SP 156250	Ward	Gilston	50514193
Lot 99 in SP 156250	Ward	Gilston	50514194
Lot 100 in SP 156250	Ward	Gilston	50514195
Lot 101 in SP 156250	Ward	Gilston	50514196
Lot 102 in SP 156250	Ward	Gilston	50514197
Lot 103 in SP 156250	Ward	Gilston	50514198
Lot 104 in SP 156250	Ward	Gilston	50514199
Lot 105 in SP 156250	Ward	Gilston	50514200
Lot 106 in SP 156250	Ward	Gilston	50514201
Lot 107 in SP 156250	Ward	Gilston	50514202
Lot 108 in SP 156250	Ward	Gilston	50514203
Lot 109 in SP 156250	Ward	Gilston	50514204
Lot 110 in SP 156250	Ward	Gilston	50514205
Lot 111 in SP 156250	Ward	Gilston	50514206
Lot 112 in SP 156250	Ward	Gilston	50514207
Lot 113 in SP 156250	Ward	Gilston	50514208
Lot 114 in SP 156250	Ward	Gilston	50514209
Lot 115 in SP 156250	Ward	Gilston	50514210
Lot 116 in SP 156250	Ward	Gilston	50514211
Lot 117 in SP 156250	Ward	Gilston	50514212
Lot 118 in SP 156250	Ward	Gilston	50514213
Lot 119 in SP 156250	Ward	Gilston	50514214
Lot 120 in SP 156250	Ward	Gilston	50514215
Lot 121 in SP 156250	Ward	Gilston	50514216
Lot 122 in SP 156250	Ward	Gilston	50514217

SCHEDULE A	SCHEDULE OF LOT ENTITLEMENTS
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Lot on Plan	Contribution	Interest
Lot 1 in SP 156250	1010	935
Lot 2 in SP 156250	692	352
Lot 3 in SP 156250	686	341
Lot 4 in SP 156250	680	330
Lot 5 in SP 156250	680	330
Lot 6 in SP 156250	683	336
Lot 7 in SP 156250	683	336
Lot 8 in SP 156250	692	352
Lot 9 in SP 156250	788	528
Lot 10 in SP 156250	702	370
Lot 11 in SP 156250	702	370
Lot 12 in SP 156250	782	517
Lot 13 in SP 156250	674	318
Lot 14 in SP 156250	674	318
Lot 15 in SP 156250	677	325
Lot 16 in SP 156250	677	325
Lot 17 in SP 156250	677	325
Lot 18 in SP 156250	677	325
Lot 19 in SP 156250	791	534
Lot 20 in SP 156250	704	373
Lot 21 in SP 156250	704	373
Lot 22 in SP 156250	785	523
Lot 23 in SP 156250	676	322
Lot 24 in SP 156250	676	322
Lot 25 in SP 156250	679	328
Lot 26 in SP 156250	679	328
Lot 27 in SP 156250	679	328
Lot 28 in SP 156250	679	328
Lot 29 in SP 156250	794	539
Lot 30 in SP 156250	706	377
Lot 31 in SP 156250	706	377
Lot 32 in SP 156250	788	528
Lot 33 in SP 156250	677	325
Lot 34 in SP 156250	677	325
Lot 35 in SP 156250	681	332
Lot 36 in SP 156250	681	332
Lot 37 in SP 156250	681	332
Lot 38 in SP 156250	681	332
Lot 39 in SP 156250	797	545
Lot 40 in SP 156250	707	380
Lot 41 in SP 156250	707	380

Lot on Plan	Contribution	Interest
Lot 42 in SP 156250	791	534
Lot 43 in SP 156250	785	523
Lot 44 in SP 156250	704	374
Lot 45 in SP 156250	704	374
Lot 46 in SP 156250	791	534
Lot 47 in SP 156250	809	567
Lot 48 in SP 156250	716	396
Lot 49 in SP 156250	716	396
Lot 50 in SP 156250	797	545
Lot 51 in SP 156250	788	528
Lot 52 in SP 156250	707	380
Lot 53 in SP 156250	707	380
Lot 54 in SP 156250	794	539
Lot 55 in SP 156250	812	572
Lot 56 in SP 156250	719	402
Lot 57 in SP 156250	719	402
Lot 58 in SP 156250	800	550
Lot 59 in SP 156250	791	534
Lot 60 in SP 156250	710	385
Lot 61 in SP 156250	710	385
Lot 62 in SP 156250	797	545
Lot 63 in SP 156250	815	578
Lot 64 in SP 156250	727	416
Lot 65 in SP 156250	722	407
Lot 66 in SP 156250	803	556
Lot 67 in SP 156250	794	539
Lot 68 in SP 156250	713	391
Lot 69 in SP 156250	713	391
Lot 70 in SP 156250	800	550
Lot 71 in SP 156250	818	583
Lot 72 in SP 156250	725	413
Lot 73 in SP 156250	725	413
Lot 74 in SP 156250	806	561
Lot 75 in SP 156250	800	550
Lot 76 in SP 156250	716	396
Lot 77 in SP 156250	716	396
Lot 78 in SP 156250	806	561
Lot 79 in SP 156250	824	594
Lot 80 in SP 156250	728	418
Lot 81 in SP 156250	728	418
Lot 82 in SP 156250	812	572
Lot 83 in SP 156250	803	556
Lot 84 in SP 156250	719	402

Lot on Plan	Contribution	Interest
Lot 85 in SP 156250	719	402
Lot 86 in SP 156250	809	567
Lot 87 in SP 156250	827	600
Lot 88 in SP 156250	731	424
Lot 89 in SP 156250	731	424
Lot 90 in SP 156250	815	578
Lot 91 in SP 156250	806	561
Lot 92 in SP 156250	722	407
Lot 93 in SP 156250	722	407
Lot 94 in SP 156250	812	572
Lot 95 in SP 156250	830	605
Lot 96 in SP 156250	734	429
Lot 97 in SP 156250	734	429
Lot 98 in SP 156250	818	583
Lot 99 in SP 156250	809	567
Lot 100 in SP 156250	725	413
Lot 101 in SP 156250	725	413
Lot 102 in SP 156250	815	578
Lot 103 in SP 156250	833	611
Lot 104 in SP 156250	737	435
Lot 105 in SP 156250	737	435
Lot 106 in SP 156250	821	589
Lot 107 in SP 156250	812	572
Lot 108 in SP 156250	728	418
Lot 109 in SP 156250	728	418
Lot 110 in SP 156250	818	583
Lot 111 in SP 156250	836	616
Lot 112 in SP 156250	740	440
Lot 113 in SP 156250	740	440
Lot 114 in SP 156250	824	594
Lot 115 in SP 156250	1022	957
Lot 116 in SP 156250	860	660
Lot 117 in SP 156250	860	660
Lot 118 in SP 156250	1034	979
Lot 119 in SP 156250	1094	1089
Lot 120 in SP 156250	974	869
Lot 121 in SP 156250	974	869
Lot 122 in SP 156250	1082	1067
TOTAL	92989	58662

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) the 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.

On the basis of these factors it is just and equitable for there to be a variation in the CSLE for the Scheme. Each lot starts with an entitlement of 500 and additional entitlements are added to recognise the above factors. Consequently, the CSLE for each Lot varies between a minimum of 676 and a maximum of 1082. 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.

2. When allocating the lot entitlements to be included in the CSLE, each of the above factors stated above impacts on the allocation in the following ways:

(a) **Structure of the Scheme**

- (i) The Scheme is not part of the layered scheme and does not have mixed use lots, therefore the structure of the Scheme does not affect the CSLE.
- (ii) Different lots in the Scheme utilise common property to a greater extent depending upon their location in the Scheme. For example, some lots do not have access to or, because of their location, do not use the lifts as much as other lots.

(b) **Nature, Feature and Characteristics of the Lots in the Scheme**

The body corporate is part of a Building Format Plan and is responsible for the repair and maintenance of common property within the Scheme. This includes the recreation facilities, foyers, lifts, external walls and windows, roof, utility infrastructure and utility services. In allocating the CSLE the following features or characteristics of lots in the Scheme increase the burden that the lot places on the body corporate expenditure for the maintenance, cleaning and repair of the common property on the following basis:

- (i) The external surface area of the lot. Additional entitlements are added depending on whether the lot has small, medium, large or extra-large external surface area.
- (ii) The level of the building on which the lot is situated. Additional entitlements are added depending on the level of the building in which the lot is located. The higher the lot in the building the higher the cost of maintaining, cleaning and repairing windows and external walls, and the higher the cost of maintaining and operating the lifts.

(c) **The Purpose for which the lots are Used**

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

SCHEDULE B	EXPLANATION OF THE DEVELOPMENT OF SCHEME OF LAND
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The Scheme land will not be developed in stages.

SCHEDULE C	BY-LAWS
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1. **NOISE**

- 1.1 An owner or occupier of a lot must not create noise likely to interfere with the peaceful enjoyment of a person lawfully on another lot or the common property.
- 1.2 In particular, no owner or occupier:
 - 1.2.1 shall hold or permit to be held any social gathering in his or her lot which is likely to breach this By-law;
 - 1.2.2 shall hold or permit to be held any auction sale upon Scheme Land;
 - 1.2.3 permit any musical instrument to be practised or played in his or her lot between the hours of 10.00 pm and 8.00 am;

- 1.2.4 if a musical instrument is practised between the hours of 8.00 am and 10.00 pm, then such practice must not extend beyond a period of one (1) hour at any one time or for a total of more than three (3) hours during any day; and
- 1.2.5 shall allow any equipment and/or instruments which produce noise or emit noise so as to breach the provisions of this By-law.
- 1.3 Where there is any unavoidable noise in a lot which at any time may breach this By-law, the owner or occupier must take all practicable steps to minimise annoyance to other lot owners and occupiers by closing all doors, windows and curtains of his or her lot and taking all such further steps as may be necessary or required so as not to interfere with the peaceful enjoyment of a person lawfully on another lot or the common property.
- 1.4 Guests leaving after 11.00 pm must be requested by their hosts to leave quietly. Quietness shall also be observed when an owner or occupier returns to the building late at night or during early morning hours.
- 1.5 An owner or occupier of a lot must take all reasonable steps to ensure that his or her invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the owners or occupiers of another lot or of any person lawfully using common property.
- 1.6 All noise on balconies including music and conversation noise must be kept to a considerate volume at all times and cease by 10pm every night to ensure the peaceful enjoyment of the lot by all occupiers.

2. BODY CORPORATE AND POWER TO ENTER INTO AGREEMENTS

- 2.1 The body corporate shall be entitled to enter into with such persons as it shall determine in its absolute discretion the following:
- 2.1.1 agreements for the caretaking, management and/or maintenance of the common property and the provision of the Services ("**Building Manager**");
- 2.1.2 agreements for the appointment of a body corporate manager for the performance of 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;
- 2.1.3 agreements for the purpose of better seeing to the proper functioning, operation and management of the scheme land for the purpose of ensuring the proper performance of the powers, duties and functions of the body corporate and of the committee;
- 2.1.4 agreements for the supply of Services to the scheme land;
- 2.1.5 any easements or other arrangements affecting the scheme land in favour of or from public authorities or adjoining land owners or owners of land in the vicinity of the scheme land, for the purposes of access, services or other purposes specified in any development approval relating to the scheme land or for any other purpose decided by the body corporate and upon such terms (including cost contributions) as decided by the body corporate.
- 2.2 Any such agreements shall be upon terms and conditions as the body corporate shall decide in its absolute discretion.

3. USE OF LOTS

- 3.1 An owner or occupier of a lot must not use or permit the lot to be used:
- 3.1.1 other than:
- a residence; or
 - subject to maintaining all approvals required by law, for residential accommodation of tenants; or
 - An occupier of a lot may use its lot as a home office only so long as such use does not in any way interfere with the peaceful enjoyment of other occupiers of their respective lot and the common property and is not in contravention of any requirements of the local council regulations, laws and rules or these By-laws;
- 3.1.2 for any illegal or immoral purpose or purpose that may constitute a nuisance or hazard or endanger the safety or good reputation of the other persons lawfully residing in or lawfully using another lot or common property

- 3.2 However, By-law 3.1 does not apply to Lot 1 on SP 156250 (designated as the manager's lot) which the owner or occupier of Lot 1 on SP 156250 may use:
- 3.2.1 as a residence;
 - 3.2.2 subject to obtaining and maintaining all approvals required by law, for ancillary purposes related to the services to be performed by the building manager.
- 3.3 The body corporate will not, while there is on foot one or more written agreements between the body corporate and the owner or occupier of Lot 1 on SP 156250:
- 3.3.1 authorise another person to conduct a business similar to that of provision of the caretaking, management and/or maintenance of the common property and Services from within the common property or a lot;
 - 3.3.2 authorise another person to use any common property for the purpose of providing a letting service; or
 - 3.3.3 unreasonably withhold its consent to an application by the building manager to erect reasonable signs in the common property for the purpose of promoting and fostering the services.
- 3.4 Each owner and occupier of a lot will comply with, observe, perform and fulfil all the requirements of any statutes, regulations, ordinances and By-laws so far as they may from time to time apply to the Lot or the use to which may conflict with any such statutes, regulations, ordinances or By-laws.
- 3.5 The owner or occupier of Lot 1 on SP 156250 will be entitled to operate a PABX telephone facsimile within the scheme land for the purpose of caretaking, management and/or maintenance of the common property and the services has and will continue to have a special right to install, lay, use, repair, maintain and replace cabling and other equipment necessary for the operation of such a facility throughout the scheme land.
- 3.6 The body corporate will continue to be responsible to carry out its duties pursuant to the *Body Corporate and Community Management Act 1997* in respect of any common property for which special privileges have been granted pursuant to this By-law.

Nuisance caused by tenants/invitees

- 3.7 The occupiers must not use a lot within the Body Corporate in any way that will result in:
- 3.7.1 an exposure of the Body Corporate to a risk of paying higher insurance costs (ie, premiums and/or claims) as a result of property damage or injury caused while on common property (eg, inappropriate use of recreational facilities resulting in an injury);
 - 3.7.2 an exposure of the Body Corporate to workplace health and safety claims including potential non-compliance with fire safety regulations (eg, over crowding of a lot);
 - 3.7.3 an increase in expenses for the maintenance of common property including cleaning, repairs of damage caused as a result of inappropriate or unintended excessive use of common property as per its original development;
 - 3.7.4 a nuisance being suffered by another occupier; and
 - 3.7.5 an interference with the use and enjoyment of the common property by another person who is lawfully on the common property.

4. BUILDING MANAGER

The body corporate may grant to the Building Manager:

- 4.1 an occupation authority to use and occupy all that part of the common property identified on the attached plan No. 8062-5 as 'Manager's Office' for use as an office and for uses of and incidental to the performance by the Building Manager of the Services and its other duties;
- 4.2 an occupation authority to use and occupy all that part of the common property identified on the attached plan No. 8062-5 as "S1" for storage purposes; and
- 4.3 a licence to erect, maintain and/or remove signage on common property in connection with the Services.

5. VEHICLES

- 5.1 Except if a By-law authorises the occupier to do so, the occupier of a lot must not, without the body corporate's written approval:

- 5.1.1 park a vehicle, or allow a vehicle to stand, on the common property; or
- 5.1.2 permit an invitee to park a vehicle, or allow a vehicle to stand, on the common property, except in areas designated as car parking areas and in respect of which no occupier of a lot has exclusive use.
- 5.2 An approval under By-law 5.1 must state the period for which it is given.
- 5.3 An owner or occupier of a lot must:
 - 5.3.1 ensure its invitees' vehicles are parked in parking bays in common property designated as for visitor parking;
 - 5.3.2 ensure those invitees use such bays only for casual parking;
 - 5.3.3 not, and not permit its invitees to, ride or use skateboards, roller blades, skates, carts or other similar recreational means of transport on or over common property.
- 5.4 However, the body corporate may cancel the approval by giving seven days written notice to the occupier.
- 5.5 If an Occupier of a Lot or Invitee allows a vehicle to be parked in a manner which is in contravention of this By-law, then such vehicle may be towed by the Body Corporate (at the direction of the Committee) and such costs will be the responsibility of the owner of the vehicle.
- 5.6 For the purpose of this By-law, the Committee may enter into an appropriate agreement with a towing company (contractor) to provide a vehicle towing service.
- 5.7 The Committee may authorise the erection of appropriate signage on the Common Property to advise all drivers of vehicles on to Scheme Land of the regulation of unlawful parking on Common Property.

6. OBSTRUCTION

The occupier of a lot must not obstruct the lawful use of the common property by someone else.

7. DAMAGE TO LAWNS ETC.

- 7.1 The occupier of a lot must not, without the body corporate's written approval:
 - 7.1.1 damage a lawn, garden, tree, shrub, plant or flower on the common property; or
 - 7.1.2 use a part of the common property as a garden.
- 7.2 An approval under By-law 7.1 must state the period for which it is given.
- 7.3 However, the body corporate may cancel the approval by giving seven days written notice to the occupier.

8. DAMAGE/ALTERATIONS TO COMMON PROPERTY

- 8.1 An owner or occupier of a lot must not, without the body corporate's written approval, mark, paint, drive nails, screws or attach other objects or structures into, or otherwise damage or deface a structure that forms part of the common property.
- 8.2 Without limiting By-law 8.1, unless a resolution of the body corporate provides to the contrary, any alteration made or fixture or fitting attached to common property by an owner or occupier of a lot must be repaired and maintained by the owner from time to time of the lot, the owner or occupier of which made the alteration or addition.
- 8.3 An owner or occupier of a lot must notify the body corporate promptly of any accident to or defect in any water pipes, gas pipes, electric installations or fixtures on the common property which comes to the occupier's knowledge.

9. BEHAVIOUR OF INVITEES

An occupier of a lot must take reasonable steps to ensure that the occupier's invitees do not behave in a way likely to interfere with the peaceful enjoyment of another lot or the common property.

10. COMMUNICATIONS FROM OWNERS AND OCCUPIERS

- 10.1 The following provisions shall apply to communications from owners or occupiers:
- 10.1.1 communications must be courteous;
 - 10.1.2 communications must not be repetitive, aggressive, threatening, contain unfounded allegations or in any way cause a nuisance or annoyance;
 - 10.1.3 communications must not purport to give directions to any person or entity employed or retained or contracted by the body corporate, including, but not limited to:
 - the caretaker;
 - the letting agent;
 - the body corporate manager;
 - the body corporate lawyers;
 - the body corporate insurer.
 - 10.1.4 where communications are in breach of these conditions:
 - the recipient will not be required to acknowledge receipt of them; and
 - the committee may resolve to limit communications from the owner or occupier to one piece of correspondence per week which must not be longer than 1,000 words and must be sent by ordinary post to the body corporate's address for service.

11. RUBBISH ON COMMON PROPERTY

- 11.1 The occupier of a lot must not:
- 11.1.1 throw out or deposit or leave rubbish or other materials on the common property in a way or place likely to interfere with the enjoyment of the common property by someone else; or
 - 11.1.2 throw or allow to fall, or permit to be thrown or allowed to fall, from a window, door or balcony any rubbish, refuse or other article.
- 11.2 Any damage or cost of cleaning or repair resulting from a breach of By-law 11.1 is to be borne by the owner of the lot concerned.

12. APPEARANCE OF LOT

- 12.1 The occupier of a lot must not, without the committee's written approval, make a change to the external appearance of the lot unless the change is minor and does not detract from the amenity of the lot and its surrounds.
- 12.2 The occupier of a lot must not, without the body corporate's written approval:
- 12.2.1 hang washing, bedding, or another cloth article directly on top of the balustrade; or
 - 12.2.2 display a sign, advertisement, placard, banner, pamphlet or similar article (whether relating to the sale or letting of a lot or otherwise) on the lot or the common property if the article is visible from another lot or the common property, or from outside the scheme land.
- 12.3 The occupier of a lot may use a portable clothes hanger in order to dry washing on the condition it is placed 1.5m away from the balustrade at any one time.
- 12.4 The occupier of a lot may use a portable gas BBQ on the balcony of the lot on the condition it is placed 1.5m away from the balustrade at any one time.
- 12.5 An owner or occupier of a lot must take reasonable steps to ensure that no objects of any description are thrown or allowed to fall from the balcony or windows of their lot.
- 12.6 Balconies visible from another lot, common property or outside of scheme land must be kept tidy at all times. The Committee may request the removal of any unsightly items stored on the balconies.

13. INSPECTION AND REPAIR OF LOTS

- 13.1 Upon 24 hours' notice (except in the case of an emergency, where no notice is required), each occupier of a lot must permit the committee or any contractor, sub-contractor, workman or other person authorised by the committee access to the lot to:

13.1.1 inspect and test installations or equipment for the necessity for; and

13.1.2 carry out,

work or repairs on mains, wires, or connections of any utility system or service, or for tracing leakages or defects, whether to that lot or an adjoining lot.

13.2 If not so permitted, such a person may effect an entry.

13.3 The committee must ensure that persons entering the lot under the powers in By-laws 13.1 and 13.2 cause as little inconvenience to the occupier of the lot as reasonably is possible in the circumstances.

14. STORAGE OF FLAMMABLE MATERIALS

14.1 The occupier of a lot must not, without the body corporate's written approval, store a flammable substance on the common property.

14.2 The occupier of a lot must not, without the body corporate's written approval, store a flammable substance on the lot unless the substance is used or intended for use for domestic purposes.

14.3 The occupier of a lot must not, without the body corporate' prior written approval, use any chemicals, burning fluids, acetylene gas or alcohol in lighting or heating the lot nor in any other way cause or increase a risk of fire or explosion in the lot.

14.4 However, this By-law does not apply to the storage of fuel in:

14.4.1 the fuel tank of a vehicle, boat, or internal combustion engine; or

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

15. INSECT CONTROL

The body corporate is authorised to enter, by its agents, servants or contractors, onto each lot (after giving reasonable notice to the occupier of the lot), to examine the lot for and treat the lot with the intent of eradicating insects.

16. GARBAGE DISPOSAL

16.1 Unless the body corporate provides some other ways of garbage disposal, the occupier of a lot must keep a receptacle for garbage in a clean and dry condition and adequately covered on the lot, or on a part of the common property designated by the body corporate for the purpose.

16.2 The occupier of a lot must:

16.2.1 comply with all local government local laws about disposal of garbage; and

16.2.2 ensure that the occupier does not, in disposing of garbage, adversely affect the health, hygiene or comfort of the occupiers of other lots.

16.2.3 Ensure that the occupier does not block or damage the common area rubbish chute by only inserting rubbish that is contained in small rubbish bags

16.2.4 Ensure that the occupier does not block or damage the common area rubbish chute by inserting the following items into the chute at anytime:

- Glass
- Cardboard boxes (including pizza boxes)
- Bedding (including pillowcases and bulky items)
- Any large or bulky item

These items must be carried down and disposed of in the skip bins provided

17. USE OF SWIMMING POOL AND EQUIPMENT

17.1 In these By-laws, a reference to the swimming pool is to each swimming pool, spa and sauna which forms part of the common property and its surrounds.

17.2 The swimming pool is to be used in accordance with the following rules:

17.2.1 an occupier's invitees may not use the swimming pool unless accompanied by the occupier;

- 17.2.2 children below the age of 12 (who are children of the occupier or an invitee of the occupier) may not be in or around the swimming pool unless accompanied by an adult exercising effective control over them;
- 17.2.3 the occupier and occupier's invitees must exercise caution at all times in and around the swimming pool;
- 17.2.4 the occupier and occupier's invitees must not behave in a manner likely to:
- be a nuisance to occupiers of other lots or of land external to the scheme land; or
 - interfere with the peaceful enjoyment of the swimming pool or other common property by another person who is lawfully doing so;
- 17.2.5 the occupier and the occupier's invitees must not:
- bring glass of any kind (such as cup, bottles etc.) into the swimming pool and/or spa and/or within the fenced area surrounding the swimming pool and/or spa;
 - use the swimming pool except during the hours of 7.00am to 10.00pm, without obtaining the written approval of the Committee;
 - swim naked and/or be inappropriately attired in or around the swimming pool.
- 17.3 An occupier of a lot must not without proper authority from the committee, operate, adjust or interfere with the operation of any equipment associated with the swimming pool or add any chemical or other substance to the swimming pool.

18. USE OF TENNIS COURT AND EQUIPMENT

- 18.1 In these By-laws, a reference to the tennis court is to each tennis court that forms part of the common property and its surrounds and any related equipment.
- 18.2 The tennis court is to be used in accordance with the following rules.
- 18.2.1 the booking or reservation systems specified by the body corporate from time to time, will apply to the use of the tennis court and each occupier must comply with such system;
- 18.2.2 an occupier's invitees are not to use the tennis court unless accompanied by an occupier;
- 18.2.3 children below the age of 12 (who are children of the occupier or an invitee of the occupier) are not allowed in or around the tennis court unless accompanied by an adult exercising control over them;
- 18.2.4 the occupier and the occupier's invitees exercise caution at all times in and around the tennis court;
- 18.2.5 the occupier and the occupier's invitees must not behave in a manner likely to:
- be a nuisance to occupiers of other lots or of land external to the scheme land; or
 - interfere with the peaceful enjoyment of the tennis court or other common property by another person who is lawfully doing so;
- 18.2.6 the occupier and the occupier's invitees must not use the tennis court except during the hours of 7.00am and 10.00pm, without obtaining written approval of the Committee.
- 18.3 An occupier of a lot must not without proper authority from the committee adjust or interfere with the tennis court.

19. USE OF GYMNASIUM

- 19.1 In these By-laws, a reference to the gymnasium is to the gymnasium that forms part of the common property and any associated equipment and related facilities.
- 19.2 The body corporate will not be entitled to charge a fee for the use of the gymnasium by any owner or occupier of a lot.
- 19.3 The gymnasium is to be used by occupiers in accordance with the following rules:
- 19.3.1 the invitees of an owner or occupier are not entitled to use the gymnasium;

- 19.3.2 children below the age of 12 (who are children of an owner or occupier) may not be in or around the gymnasium unless accompanied by an adult exercising effective control over them;
- 19.3.3 the occupier must exercise caution at all times in and around the gymnasium and not behave in a manner likely to:
- be a nuisance to occupiers of the lots or of land external to the scheme land;
 - interfere with the peaceful enjoyment of the gymnasium or other common property by another person who is lawfully doing so;
- 19.3.4 the occupier must not use the gymnasium except during the hours of 7.00am and 10.00pm, without obtaining written approval from the Committee.
- 19.4 An occupier must not without the property authority from the committee adjust or interfere with the gymnasium.

20. BARBEQUE FACILITIES

- 20.1 The barbecue facilities (if any) on the common property are to be used in accordance with the following rules:
- 20.1.1 comply with any booking or reservation system in place and as approved by the Committee from time to time;
- 20.1.2 if the facilities are in use, the persons already using them must make reasonable efforts to accommodate their use (particularly the cooking facilities) by those who arrive later, on a shared basis if reasonably practicable but otherwise as soon as possible;
- 20.1.3 children below the age of 16 may not in any circumstances operate the cooking apparatus;
- 20.1.4 children over the age of 16 may only operate the cooking apparatus with the committee's prior approval, which (because of issues of personal safety involved) it may:
- give or refuse in its discretion or give conditionally;
 - give in respect of use generally by a specific person (for example, a particular child of a particular occupier of a lot) or use by a class; and
 - in its discretion withdraw at any time
- 20.1.5 if such approval is given conditionally the relevant occupier of a lot must ensure that all conditions are complied with.

21. EXPLANATION REQUEST

- 21.1 If an occupier or other person breaches any of By-laws 17, 18, 19 or 20 persistently, the Committee may withdraw for a period of three months the right of such occupier or person to use the relevant Facilities.
- 21.2 The committee may not give such notice without first giving the occupier or other person concerned not less than 14 nor more than 21 days' written notice ('Explanation Request') to show to the Committee cause why such a withdrawal of rights should not be imposed.
- 21.3 Failure of the occupier or other person concerned to respond within the time prescribed in the information Request will not of itself determine the matter against the occupier.
- 21.4 An Explanation Request will operate from its receipt by the occupier concerned as a temporary suspension of the rights of the occupier or other person to use the relevant Facilities until the occupier shows cause pursuant to it.

22. KEEPING OF ANIMALS

- 22.1 This By-law is subject to Section 181 of the Act "Guide, hearing and assistance dogs" as amended or varied from time to time.
- 22.2 An occupier of a lot is only entitled to keep an animal on the lot on the condition that the lot owner obtains the prior written consent of the committee.
- 22.3 It is the responsibility of the occupier of a lot in applying for consent pursuant to By-law 22.2.2 to provide sufficient information to the committee to enable a decision to be made having regard to:
- 22.3.1 The factors listed in By-law 22.5; and

- 22.3.2 Any other matters as requested by the committee relevant to considering whether approval should be granted.
- 22.4 The occupier of a lot must execute all necessary documentation where required by the committee in compliance with By-law 22.5.
- 22.5 Any approval granted by the committee for an animal will be subject to the following conditions:
- 22.5.1 An occupier of a lot is not permitted to keep more than one animal in a lot.
- 22.5.2 The animal must be toilet trained and domesticated.
- 22.5.3 An occupier of a lot must provide to the committee:
- If any regulation requires the animal to be registered with the Gold Coast City Council, evidence of registration provided on a yearly basis.
 - A photo of the animal, 14 days prior to the animal being kept in the lot.
 - Age and Breed.
 - A certificate from VETCALL or such other Veterinarian service as nominated by the committee from time to time confirming the animal is healthy and free from major diseases and that the animal has had the required inoculations and flea protection.
- 22.5.4 Approval to domicile an animal within the lot shall be approved or denied by the committee seven days after the lot occupier supplies the information required by this By-law and prior to the animal taking up residence in the lot. If the animal is not approved within this time frame the animal will be deemed not to be approved until such time as the committee gives express written approval.
- 22.5.5 When in the scheme land the animal must be domiciled within the lot at all times.
- 22.5.6 The animal must not cause a nuisance to, or disturb, any other lot owner or occupier or visitor.
- 22.5.7 The animal must be kept indoors between 9.00pm and 7.00am.
- 22.5.8 The occupier must place appropriate temporary fencing on the balcony (which complies with the By-laws) to ensure the animal cannot fall through or access an adjoining balcony.
- 22.5.9 The animal is only permitted on the common property for the purpose of ingress or egress to a lot whereby the animal must be on a leash at all times, and reference should be made to paragraph 22.5.10.
- 22.5.10 An animal must not cross over any of the areas of the common property inside the building including the main foyer, the lifts or hallways unless it is being carried by its owner or transported in an appropriate pet carrier (including a wheeled carrier) or by way of another method approved by the committee in writing.
- 22.5.11 The animal is not permitted in any common property recreational areas including but not limited to the, swimming pool, children's playground, tennis court area, BBQ and eating areas, or grass and garden areas.
- 22.5.12 If the animal defecates whilst on the common property (which must not be encouraged by the owner of the animal) any waste from the animal must be disposed of in a hygienic manner.
- 22.5.13 The animal must be domesticated, kept clean, quiet and controlled at all times while on the common property.
- 22.5.14 The animal's food must:
- Not be allowed to attract vermin;
 - Not be left on the balcony area of the lot other than at feed time;
 - Not have a bad smell; and
 - Be fresh and kept in clean bowls.
- 22.5.15 Reasonable steps must be taken to keep the animal clean and free from fleas and parasites.
- 22.5.16 The owner of the animal must indemnify the body corporate from any legal action, claim, damages, injury or compensation arising from any breach of this By-law.

22.5.17 Where the animal is a cat or a dog, the animal must wear an identification tag clearly showing the owner's unit number, address and telephone number.

22.5.18 Where the animal is a cat it must wear a collar bell.

22.5.19 The animal must be desexed and possess a microchip as if it were an applicable cat or dog regulated by the *Animal Management (Cats and Dogs) Act 2008* unless it is not reasonably feasible.

22.5.20 The owner of the animal must confirm in writing that they will abide by the conditions as required by the committee under this By-law.

22.6 Any animal that has not been approved by the committee or breaches these By-laws must be removed from the Scheme land within a reasonable time after a written demand by the committee.

22.7 Approval granted by the committee to an occupier will be withdrawn if the owner of the animal receives three or more written notices on separate occasions from the committee advising the occupier of a breach of any of the above conditions in relation to their animal.

22.8 Approval is for the current pet only and not for any other additional or replacement pet.

22.9 In the event that any part of this By-law be acknowledged by the Committee, or be adjudged by a court or be held or rendered by any competent government authority to be invalid, illegal or unenforceable, such part will be severed from the remainder of this By-law and will be deemed never to have been part of it and the remainder of it will subsist and remain in full force and effect unless the basic purposes of it would be defeated.

23. AUCTION SALES

An owner or occupier of a lot must not permit to be conducted on or in the lot or common property, without the committee's prior written approval, an auction sale of the lot or any chattels.

24. EXCLUSIVE USE

24.1 The owners and occupiers of those lots identified in Schedule E have the exclusive use of the parts of the common property allocated in Schedule E for the purposes (if any) described in Schedule E.

24.2 The owners and occupiers of a lot shall be entitled to the exclusive use of the parts of the common property as allocated or reallocated by the original owner by notification to the body corporate within 12 months of the date of the first community management statement for such purposes as the original owner shall specify.

24.3 The owners and occupiers of a lot having the exclusive use and enjoyment of part of the common property shall:

24.3.1 keep that area in a clean and tidy condition;

24.3.2 use that area only for the purposes for which the rights were granted.

24.3.3 not use that area so as to create a nuisance or disturbance to the other owners or occupiers of lots;

24.3.4 be responsible for maintaining that area;

24.3.5 not make any structural alterations to that area;

24.3.6 allow the body corporate service contractors and trades people access at all reasonable times.

24.4 The owners of lots may at any time transfer, lease, sell, swap or deal with their exclusive use areas, provided all dealings must only occur between lot owners and written notice evidence the dealing lodged by all relevant lot owners is delivered to the body corporate.

25. SATELLITE TV DISH

25.1 The body corporate may enter into:

25.1.1 a contract to buy a satellite television reception dish; or

25.1.2 a lease or licence for the use or provision of reception by means of such a dish,

(whether or not or not the dish is or is intended to be located on the scheme land), in either case upon such terms as to price, rent, fees or otherwise as the committee determines, for the purpose of providing reception by means of such a dish to television sets in the lots.

25.2 If it does so, the body corporate will arrange for connection of each lot to the dish and each owner of a lot will be levied for the costs of connection and the costs of operation and maintenance of the dish and the service provided by means of it (including rent or licence fees, if any, payable by the body corporate to the owner of the dish and any relevant authority) in the same proportion as the owner's contribution lot entitlement bears to the aggregate contribution lot entitlements of all lots.

26. APPLICATIONS ETC TO BODY CORPORATE

All applications or complaints to the body corporate or the committee must be in writing addressed to the secretary via the body corporate manager.

27. COMPLIANCE WITH NOTICES

All owners and occupiers of lots and their respective invitees must comply with any notice displayed on common property by authority of the body corporate or any statutory authority.

28. MOTIONS TO MEETINGS

The committee is empowered to submit a motion on any issue to general meetings of the body corporate.

29. RECOVERY

29.1 An owner shall pay on demand the whole of the body corporate's costs and expenses of any nature (including legal fees, administrative fees and secretarial fees) incurred in recovering any contributions or other amounts payable to the body corporate or enforcing these By-laws which costs and expenses shall be recoverable as a liquidated debt.

29.2 The body corporate shall be entitled to instigate legal proceedings in any Court of competent jurisdiction in respect of any contributions or other amounts which are not paid by the due date and to enforce any judgments obtained to recover any such amounts owing in any manner the body corporate deems in its sole discretion, reasonable.

29.3 If at the time a person becomes owner of a lot, the former owner or a former owner is liable to pay interest on an unpaid amount, that person is jointly and severally liable with the relevant former owner, from the time the person becomes the owner, for payment of the interest accrued and accruing.

30. PAYMENT OF SERVICE CHARGES

30.1 If any Occupant Services are supplied to a lot and such lot is not separately metered by the relevant authority:

30.1.1 the body corporate will cause the lot to be sub-metered;

30.1.2 the body corporate will cause the sub-meter to be read and will issue the owner or occupier of the lot with an invoice for the relevant costs of the services; and

30.1.3 the owner or occupier will pay all invoices issued by the body corporate pursuant to By-law 30.1.2 within 14 days of receipt.

30.2 The costs payable by the owner or occupier pursuant to this By-law and any interest or other related costs, may be recovered by the body corporate in accordance with By-law 30.

31. SUPPLY OF OCCUPANT SERVICES BY BODY CORPORATE

If any Occupant Services are supplied to occupiers by the body corporate (which the body corporate may elect to do) then:

31.1 the occupiers will be charged at rates specified from time to time by the body corporate;

31.2 all invoices issued by the body corporate to the occupier must be paid within 14 days of receipt;

31.3 the body corporate is not liable on any account to the occupier or any other person for damage or expense incurred because of failure or malfunction of the Occupant Service (including that caused by the negligence or wilful default of the body corporate); and

31.4 the costs payable by the occupier pursuant to this By-law and any interest and other related costs, may be recovered by the body corporate in accordance with By-law 29.

32. INSTRUCTIONS TO CONTRACTORS

No owner or occupier of a lot will give any instructions to Body Corporate contractors unless authorised in writing by the Committee.

33. SEVERABILITY

If it is held by a court of competent jurisdiction that:

- 33.1 any part of these By-laws is void, unenforceable or ultra vires; or
- 33.2 these By-laws would be void, voidable, unenforceable or ultra vires unless some part of them were severed from the remainder of them,

then that part will be severable and severed from these By-laws but without affecting the continued operation of the remainder.

34. BY-LAWS TO BE EXHIBITED

A copy of these By-laws (or a precis of them approved by the committee) must be exhibited in a prominent place in any lot made available for letting.

35. ALTERATIONS AND RENOVATIONS TO LOTS

- 35.1 Subject to an owner or occupier for a lot obtaining the prior written approval of the Committee, the owner or occupier of a lot may make any alterations or renovations to a lot including, but not limited to, structural alterations (including alterations to gas, water, electrical installation, tiling of balconies) or install hard flooring or air conditioners ("Works").
- 35.2 The owner or occupier of a lot must not alter the common property by installing intercom, television and/or data infrastructure without the prior written approval of the Committee.
- 35.3 The owner or occupier of a lot must lodge a written request for approval with the Committee at least 4 weeks prior to the proposed commencement date of the Works and the Works must not commence until the owner or occupier has received written approval from the Committee and executed the relevant Wings Residential Resort & Space Renovation Work Conditions as amended by the Committee from time to time.
- 35.4 In order for the Committee to consider its approval pursuant to this By-law, the owner or occupier must provide to the Committee the following:
 - 35.4.1 List (details) of proposed Works that can remain on the records of the Body Corporate as evidence of what was applied for and was approved;
 - 35.4.2 if the Works involve structural alterations, installations of wind breaks and/or major changes to plumbing or the repositioning of water or waste pipes penetrating the floor slab, certified drawings by a qualified structural engineer or plumber;
 - 35.4.3 copies of any other relevant approvals that are required by legislation and/or the by-laws (including local council approval);
 - 35.4.4 details of who is proposed to carry out the Works;
 - 35.4.5 if Works are to be undertaken by a contractor or owner builder, evidence that the relevant contractor or owner builder holds the required license and appropriate insurance to conduct the Works;
 - 35.4.6 dates when the Works are proposed to be commenced and completed;
 - 35.4.7 evidence of public liability insurance;
 - 35.4.8 if the request is lodged by the occupier of a lot, written confirmation that the owner of the lot consents to the Works; and
 - 35.4.9 anything else reasonably required by the Committee to enable it to make its decision.
- 35.5 The Committee must consider the following when making its decision pursuant to this By-law:
 - 35.5.1 whether the proposed Works are in harmony with the architectural design of the Body Corporate, the existing landscaping and other aspects of existing improvements of the building, common property and the Scheme Land and whether the proposed works will affect these aspects;
 - 35.5.2 whether all building and fire regulations are observed; and
 - 35.5.3 whether all matters outlined within this By-law have been complied with.

- 35.6 If the Committee refuses to approve the Works, the Committee must give reasons to the relevant owner or occupier including information as to any changes to the Works required in order for the owner or occupier to obtain approval.
- 35.7 If the Committee consents to the Works, the Committee may grant the approval on reasonable conditions considering the factors outlined in this By-law and the owner or occupier must comply with all reasonable conditions imposed by the Committee.
- 35.8 Undertaking the Works:
- 35.8.1 if asbestos is located during the renovation or alternation to the lot, then an asbestos report must be obtained by the owner or occupier;
- 35.8.2 if approval from the Queensland Fire Services (QFS) is required (for example replacement of heat detectors and plumbing alteration to fire walls etc) this must be obtained by the relevant Owner or occupier prior to the Committee giving its approval;
- 35.8.3 if the Works require a Form 15 or Form 16 certification for fire, plumbing, electrical, balustrading or any other part of the Works require certification, then the owner or occupier must provide a copy of all such certificates to the Committee within 14 days of completion of the Works;
- 35.8.4 all floor covering replacements in a lot must be sound insulated and, without limitation, the owner or occupier must conduct the Works in accordance within the reasonable conditions of the Committee and if such Works include installing hard flooring, which includes vinyl tiles/flooring, the following applies:
- acoustic amenity in this building is important to lot owners;
 - the acoustic amenity for any hard flooring in the building must have a LnT,w rating which is less than 50db and which represents a 4 to 5 star standard under the AAAC Guidelines for Apartment and Townhouse Acoustic Rating (reference: Australian Acoustical Consultant – www.aaac.org.au);
 - the owner, if requested by the Committee, must submit to the Committee a report confirming that the sound transmission assessment has a LnT,w rating which is less than 50dB, such report to be supplied by either an acoustic engineer or a manufacturer's undertaking (to the satisfaction of the Committee) (ie, the LnT,w rating is a single number quantity used to characterise the impact sound insulation of floors based on laboratory measurement of LnT);
 - the selection of sound proofing material to be used under or as part of any type of hard flooring, including timber or ceramic tiles, must be of a thickness to achieve the requisite sound rating required by these by-laws.
 - If requested by the Committee, a photo or photos of the works before, during and after installation of the sound proofing material and hard flooring must be provided to the Committee; and
 - within 14 days of completion of the Works the owner or occupier must, if requested by the Committee, provide the Committee with evidence the flooring meets the standards specified in this By-laws;
- 35.8.5 balcony floor tiling and the interior walls of balconies can only be replaced or repainted (as applicable) with colours and materials which are identical or substantially similar to the colours and materials that currently exist on the building.
- 35.8.6 if the owner wishes to install new tiling on balconies, the old tiling must first be removed so the weight on the balcony floor does not become excessive and to maintain the height between the balcony floor and the top of the handrails so that building safety codes are observed.
- 35.8.7 Upon removing the old tiles (and if applicable old waterproofing membrane) a new waterproof membrane must be installed to a Committee approved specification with sufficient expansion joints and caulking to all joints, laid over the new waterproofing membrane;
- 35.8.8 Where an owner wishes to install new tiling on balconies, a waterproof membrane must also be installed to a Committee approved specification with sufficient expansion joints and caulking to all joints, laid over the new waterproofing membrane;

- 35.8.9 the machine cutting of tiles, aluminium sheeting or extrusion, or metallic, stone, marble or composite materials is not permitted on common property and only on balcony areas in a fully enclosed vacuum tent;
- 35.8.10 the Work may only be carried out between the hours of 8:00am and 4:00pm Monday to Friday and at any other times as authorised in writing by the Committee (upon the request of the owner or occupier to the Committee) and the Committee (in its reasonable discretion) will determine if Work may be carried out on a Saturday and/or Sunday or during the public and/or school holidays;
- 35.8.11 if the Works will result in noise, the owner or occupier must give the Committee at least 14 days notice before the works commence so appropriate notification to owners and occupiers may be given; and
- 35.8.12 if there is specific work creating excessive noise, such as jack hammering, the owners require at least 14 days notice of the intention to carry out such work, whereby such work must only be carried out between 9:00am and 2:00pm Monday to Friday, and a notice must be posted in writing on all notice boards by the owner or occupier, in order that all lot owners and occupiers can be advised.
- 35.9 Completion and finalising the works:
- 35.9.1 within 14 days of the completion of works, an independent inspection and written report completed by a Committee approved supplier must be submitted upon request by the Committee. This is to ensure correct specifications and procedures have been followed and ensures that the building structure and insurances are not compromised.
- This strictly applies to all of the following types of alternations and renovations to lots:
- Waterproofing and Tile Replacement
 - Balcony Shutter Installation
 - Penetrations in Structure (Air conditioning, Core Drilling, Fire Collars)
- 35.10 The owners are to ensure that all trade vehicles are parked in the designated car parks for that lot;
- 35.11 The owners are to provide contractors with entry keys and/or fobs as necessary and ensure that full security measures are adopted and kept in place including ensuring that all keys and fobs are returned to the owner or occupier on completions of work;
- 35.12 All access for trades persons and materials must be by the basement.
- 35.13 All contractors/trades must sign in at reception using the appropriate sign in/register of invitees book provided at reception from time to time.
- 35.14 There is no access through the ground floor lobby and the following conditions apply to access and the removal of rubbish created by the Works:
- 35.14.1 prior to commencement of works the owner and Manager are to conduct an inspection of the basement lobby and lift to note existing damage. Further damage caused during the Works is to be repaired at the owner or occupier's expense;
- 35.14.2 lift protection during the course of the Works will be provided by the Manager;
- 35.14.3 in order to provide maximum service to occupants of the building during the Works, the lift should be used to deliver materials to the relevant floor and then immediately returned to normal service;
- 35.14.4 rubbish and spillage in lifts is to be removed immediately otherwise a lift cleaning fee will be charged;
- 35.14.5 contractors' rubbish is to be removed from the building and not placed in the Body Corporate bins, rubbish chutes or common property;
- 35.14.6 all calls out costs for the fire services or lift contractors caused by the Works are to be charged to the owner or occupier;
- 35.14.7 contractors are not to have radios playing loudly or have breaks, meals or smoke on common property;
- 35.14.8 all Works are to be carried out in a clean and efficient manner;

- 35.14.9 the common property foyer is to be protectively covered from the lift to the unit door at all times, when Works are being performed;
 - 35.14.10 the foyer and lift must be cleaned immediately after use each day;
 - 35.14.11 the foyer, fire stairs or any other common property area (including but not limited to owner or occupier car parks or exclusive use areas) are not to be used to store materials, undertake Works or store rubbish associated with the Works;
 - 35.14.12 all waste must be removed by the contractor, owner or occupier and not placed in the refuse system;
 - 35.14.13 contractors' rubbish skips can be placed where directed by the Manager but must not be left over weekends; and
 - 35.14.14 Body Corporate trolleys are not to be used by contractors, owners or occupiers to transport tools and equipment or materials.
- 35.15 No person shall use the common property power anywhere in the building for private reasons except as permitted by the Committee in writing.
- 35.16 No external light fittings shall be replaced without the written approval of the Committee.
- 35.17 Doors from the lots into the foyer on each level are the subject of strict fire regulations and must not be altered in any way whatsoever, including but not limited to changes to the locking mechanism, removal of closes, trimming the doors etc. If such alterations occur, the owner will be responsible for the cost of repairing or replacement of the door to the relevant fire regulation standards.
- 35.18 If an owner or occupier fails to comply with a condition as specified by the Committee or the regulation specified in this By-law, then the owner or occupier must, at its own expense, remove the offending part of the Works from the lot upon receiving written notice from the Committee to do so.

36. NUISANCE

- 36.1 An occupier of a lot must not:
- 36.1.1 cause a nuisance or hazard;
 - 36.1.2 interfere unreasonably with the use or enjoyment of another lot in the Scheme Land; or
 - 36.1.3 interfere unreasonably with the use or enjoyment of the common property by a person who is lawfully on the common property.
- 36.2 An occupier of a lot must not:
- 36.2.1 permit any of their Invitees to behave in a manner reasonably likely to interfere with the peaceful enjoyment of any person lawfully on another lot or the common property;
 - 36.2.2 use a lot or common property for any purpose which is illegal, or which may damage the reputation of the scheme or Body Corporate; or
 - 36.2.3 interfere with the peaceful enjoyment or amenity of any person lawfully on another lot or the common property.

37. SMOKING

- 37.1 An Owner or Occupier within the Scheme Land must not smoke or permit the smoking of a product on either lot or Common Property in a way that will:
- 37.1.1 cause a nuisance to another person;
 - 37.1.2 unreasonably interfere with a person's enjoyment of their lot or Common Property; or
 - 37.1.3 cause discomfort to a person using their Lot or Common Property.
- 37.2 Further, all persons visiting the Scheme Land must dispose of any smoking product in a rubbish bin.

38. INTERPRETATION

- 38.1 Words denoting:
- 38.1.1 the singular include the plural and vice versa;

- 38.1.2 a gender include the other genders;
- 38.1.3 persons include corporations and vice versa.
- 38.2 By-law headings are included for ease of reference only and do not form part or nor affect the interpretation of these By-laws.
- 38.3 Reference, to a statute includes orders-in-council, proclamations, regulations, rules, By-laws and ordinances made under the statute and any statute amending, consolidating or replacing the statute.

39. DEFINITIONS

In these By-laws, unless the context otherwise requires:

- 39.1 **"Ancillary Service"** means all or any of the following services offered in respect of a lot as ancillary to the Letting Service:
 - 39.1.1 cleaning;
 - 39.1.2 grounds and garden maintenance;
 - 39.1.3 repairs and replacements;
 - 39.1.4 interior decorating services;
 - 39.1.5 indoor plant care and/or hire;
 - 39.1.6 equipment control.
- 39.2 **"Letting Service"** means provision of a service to owners of lots for acting as their agent for securing, negotiating and/or enforcing (including collecting rents and tariffs for) leases or other occupancies of their lots.
- 39.3 **"Occupant Services"** means electricity, water, gas, air conditioning, telephone or hot water.
- 39.4 **"Scheme Land"** has the same meaning as given by the *Body Corporate and Community Management Act 1997*.
- 39.5 **"Services"** means the Letting Service and Ancillary Service.

[**Note** in relation by By-law 22 that section 181 of the *Body Corporate and Community Management Act 1997* provides as follows:

- '181.(1) A person mentioned in the *Guide Doges Act 1972*, section 5, who has the right to be on a lot included in a community titles scheme, or on the common property, has the right to be accompanied by a guide dog while on the lot or common property.
- (2) A person mentioned in subsection (1) who is the owner or occupier of a lot included in a community titles scheme has the right to keep a guide dog on the lot.
- (3) A By-law cannot exclude or restrict a right given by this section.]

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

Details required by the regulation module to be included details permitted by the regulation module to be included.

1. The location of service easements are shown on the attached services location diagram.
2. The lots affected, or proposed to be affected, by statutory easements are shown in the following table:

Statutory Easement	Lots Affected
Support	Lots 1-122 on SP 156250 and common property
Utility Services and Utility Infrastructure	Lots 1-122 on SP 156250 and common property
Shelter	Lots 1-122 on SP 156250 and common property
Projections	Lots 1-122 on SP 156250 and common property
Maintenance of building close to boundary	Lots 1-122 on SP 156250 and common property

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

Details of lots allocated exclusive area of common property are:

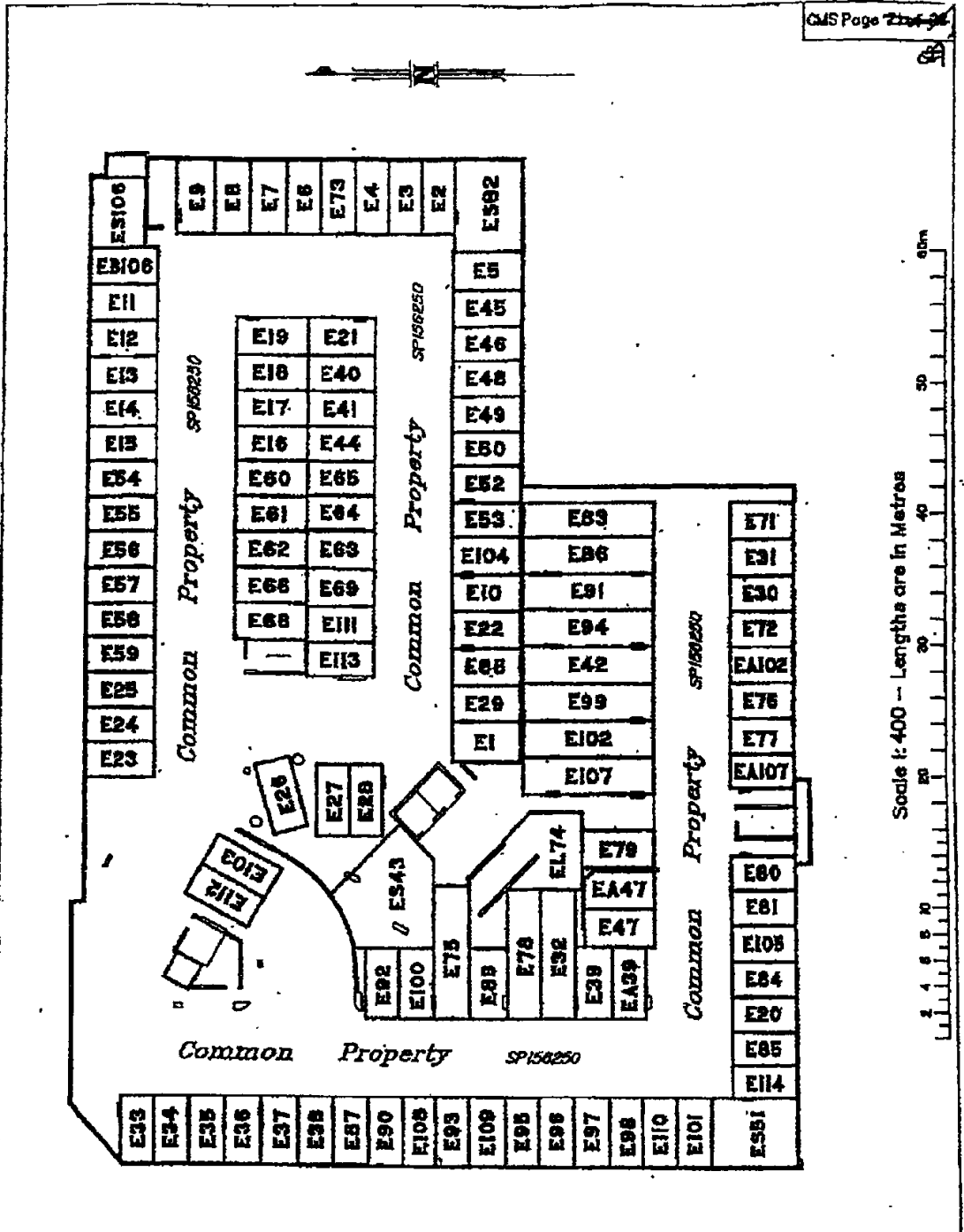
Lot	Exclusive Use Area	Plan Number	Purpose
Lot 1 on SP 156250	E1 ES43, ES51, ES82, ES106 ES74	8062-3B 8062-3B 8062-4B	Car Parking Storage Storage
Lot 2 on SP 156250	E2	8062-3B	Car Parking
Lot 3 on SP 156250	E3	8062-3B	Car Parking
Lot 4 on SP 156250	E4	8062-3B	Car Parking
Lot 5 on SP 156250	E5	8062-3B	Car Parking
Lot 6 on SP 156250	E6	8062-3B	Car Parking
Lot 7 on SP 156250	E7	8062-3B	Car Parking
Lot 8 on SP 156250	E8	8062-3B	Car Parking
Lot 9 on SP 156250	E9	8062-3B	Car Parking
Lot 10 on SP 156250	E10	8062-3B	Car Parking
Lot 11 on SP 156250	E11	8062-3B	Car Parking
Lot 12 on SP 156250	E12	8062-3B	Car Parking
Lot 13 on SP 156250	E13	8062-3B	Car Parking
Lot 14 on SP 156250	E14	8062-3B	Car Parking
Lot 15 on SP 156250	E15	8062-3B	Car Parking
Lot 16 on SP 156250	E16	8062-3B	Car Parking
Lot 17 on SP 156250	E17	8062-3B	Car Parking
Lot 18 on SP 156250	E18	8062-3B	Car Parking
Lot 19 on SP 156250	E19, EB106	8062-3B	Car Parking
Lot 20 on SP 156250	E20	8062-3B	Car Parking
Lot 21 on SP 156250	E21	8062-3B	Car Parking
Lot 22 on SP 156250	E22	8062-3B	Car Parking
Lot 23 on SP 156250	E23	8062-3B	Car Parking
Lot 24 on SP 156250	E24	8062-3B	Car Parking
Lot 25 on SP 156250	E25	8062-3B	Car Parking
Lot 26 on SP 156250	E26	8062-3B	Car Parking
Lot 27 on SP 156250	E27	8062-3B	Car Parking
Lot 28 on SP 156250	E28	8062-3B	Car Parking
Lot 29 on SP 156250	E43, EA43	8062-4B	Car Parking
Lot 30 on SP 156250	E30	8062-3B	Car Parking
Lot 31 on SP 156250	E31	8062-3B	Car Parking
Lot 32 on SP 156250	E32	8062-3B	Car Parking
Lot 33 on SP 156250	E33	8062-3B	Car Parking
Lot 34 on SP 156250	E34	8062-3B	Car Parking
Lot 35 on SP 156250	E35	8062-3B	Car Parking
Lot 36 on SP 156250	E36	8062-3B	Car Parking
Lot 37 on SP 156250	E37	8062-3B	Car Parking

Lot	Exclusive Use Area	Plan Number	Purpose
Lot 38 on SP 156250	E38	8062-3B	Car Parking
Lot 39 on SP 156250	E39, EA39	8062-3B	Car Parking
Lot 40 on SP 156250	E40	8062-3B	Car Parking
Lot 41 on SP 156250	E41	8062-3B	Car Parking
Lot 42 on SP 156250	E42	8062-3B	Car Parking
Lot 43 on SP 156250	E29	8062-3B	Car Parking
Lot 44 on SP 156250	E44	8062-3B	Car Parking
Lot 45 on SP 156250	E45	8062-3B	Car Parking
Lot 46 on SP 156250	E46	8062-3B	Car Parking
Lot 47 on SP 156250	E47, EA47	8062-3B	Car Parking
Lot 48 on SP 156250	E48	8062-3B	Car Parking
Lot 49 on SP 156250	E49	8062-3B	Car Parking
Lot 50 on SP 156250	E50	8062-3B	Car Parking
Lot 51 on SP 156250	E51 & EA51	8062-4B	Car Parking
Lot 52 on SP 156250	E52	8062-3B	Car Parking
Lot 53 on SP 156250	E53	8062-3B	Car Parking
Lot 54 on SP 156250	E54	8062-3B	Car Parking
Lot 55 on SP 156250	E55	8062-3B	Car Parking
Lot 56 on SP 156250	E56	8062-3B	Car Parking
Lot 57 on SP 156250	E57	8062-3B	Car Parking
Lot 58 on SP 156250	E58	8062-3B	Car Parking
Lot 59 on SP 156250	E59	8062-3B	Car Parking
Lot 60 on SP 156250	E60	8062-3B	Car Parking
Lot 61 on SP 156250	E61	8062-3B	Car Parking
Lot 62 on SP 156250	E62	8062-3B	Car Parking
Lot 63 on SP 156250	E63	8062-3B	Car parking
	EL74	8062-3B	Storage
Lot 64 on SP 156250	E64	8062-3B	Car parking
Lot 65 on SP 156250	E65	8062-3B	Car parking
Lot 66 on SP 156250	E66	8062-3B	Car parking
Lot 67 on SP 156250	E67, EA67	8062-4B	Car parking
Lot 68 on SP 156250	E68	8062-3B	Car parking
Lot 69 on SP 156250	E69	8062-3B	Car parking
Lot 70 on SP 156250	E70 and EA70	8062-4B	Car Parking
Lot 71 on SP 156250	E71	8062-3B	Car Parking
Lot 72 on SP 156250	E72	8062-3B	Car Parking
Lot 73 on SP 156250	E73	8062-3B	Car Parking
Lot 74 on SP 156250	E74, EA74	8062-4B	Car Parking
Lot 75 on SP 156250	E75	8062-3B	Car Parking
Lot 76 on SP 156250	E76	8062-3B	Car Parking
Lot 77 on SP 156250	E77	8062-3B	Car Parking
Lot 78 on SP 156250	E78	8062-3B	Car Parking
Lot 79 on SP 156250	E79	8062-3B	Car Parking

Lot	Exclusive Use Area	Plan Number	Purpose
Lot 80 on SP 156250	E80	8062-3B	Car Parking
Lot 81 on SP 156250	E81	8062-3B	Car Parking
Lot 82 on SP 156250	E82, EA82	8062-4B	Car Parking
Lot 83 on SP 156250	E83	8062-3B	Car Parking
Lot 84 on SP 156250	E84	8062-3B	Car Parking
Lot 85 on SP 156250	E85	8062-3B	Car Parking
Lot 86 on SP 156250	E86	8062-3B	Car Parking
Lot 87 on SP 156250	E87	8062-3B	Car Parking
Lot 88 on SP 156250	E88	8062-3B	Car Parking
Lot 89 on SP 156250	E89	8062-3B	Car Parking
Lot 90 on SP 156250	E90	8062-3B	Car Parking
Lot 91 on SP 156250	E91	8062-3B	Car Parking
Lot 92 on SP 156250	E92	8062-3B	Car Parking
Lot 93 on SP 156250	E93	8062-3B	Car Parking
Lot 94 on SP 156250	E94	8062-3B	Car Parking
Lot 95 on SP 156250	E95	8062-3B	Car Parking
Lot 96 on SP 156250	E96	8062-3B	Car Parking
Lot 97 on SP 156250	E97	8062-3B	Car Parking
Lot 98 on SP 156250	E98	8062-3B	Car Parking
Lot 99 on SP 156250	E99	8062-3B	Car Parking
Lot 100 on SP 156250	E100	8062-3B	Car Parking
Lot 101 on SP 156250	E101	8062-3B	Car Parking
Lot 102 on SP 156250	E102, EA102	8062-3B	Car Parking
Lot 103 on SP 156250	E103	8062-3B	Car Parking
Lot 104 on SP 156250	E104	8062-3B	Car Parking
Lot 105 on SP 156250	E105	8062-3B	Car Parking
Lot 106 on SP 156250	E106, EA106	8062-4B	Car Parking
Lot 107 on SP 156250	E107, EA107	8062-3B	Car Parking
Lot 108 on SP 156250	E108	8062-3B	Car Parking
Lot 109 on SP 156250	E109	8062-3B	Car Parking
Lot 110 on SP 156250	E110	8062-3B	Car Parking
Lot 111 on SP 156250	E111	8062-3B	Car Parking
Lot 112 on SP 156250	E112	8062-3B	Car Parking
Lot 113 on SP 156250	E113	8062-3B	Car Parking
Lot 114 on SP 156250	E114	8062-3B	Car Parking
Lot 115 on SP 156250	EA115	8062-4B	Car Parking
Lot 116 on SP 156250	E116 & EA116	8062-4B	Car Parking
Lot 117 on SP 156250	E117 & EA117	8062-4B	Car Parking
Lot 118 on SP 156250	E118 & EA118	8062-4B	Car Parking
Lot 119 on SP 156250	E119	8062-4B	Car Parking
Lot 120 on SP 156250	E120	8062-4B	Car Parking
Lot 121 on SP 156250	E121	8062-4B	Car Parking
Lot 122 on SP 156250	E115 & E122	8062-4B	Car Parking

Lot	Exclusive Use Area	Plan Number	Purpose
Lot 119 on SP 156250	B	8062-15	Private Areas
Lot 122 on SP 156250	A	8062-15	Private Areas

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MICHEL GROUP SERVICES PTY. LTD. A.C.N. 091 750 132
 Licensed Surveyors that the Public shown on
 this plan are not
MICHEL GROUP SERVICES PTY. LTD. A.C.N. 091 750 132
 Director
COMMON SEAL 20/1/2004

DATE	28/7/2004
JOB NO	8062
AUTOCAD	8062-38
GEOCOMP	888221
SURVEYED	RC
CHECKED	LC
QT	MP
PARISH OF	Glaban
COUNTY OF	Ward
Scale	1:400

Plan of Exclusive Use Areas on Level A in the Common Property of Wings Residential Resort & Spa on SPI56250, CTS

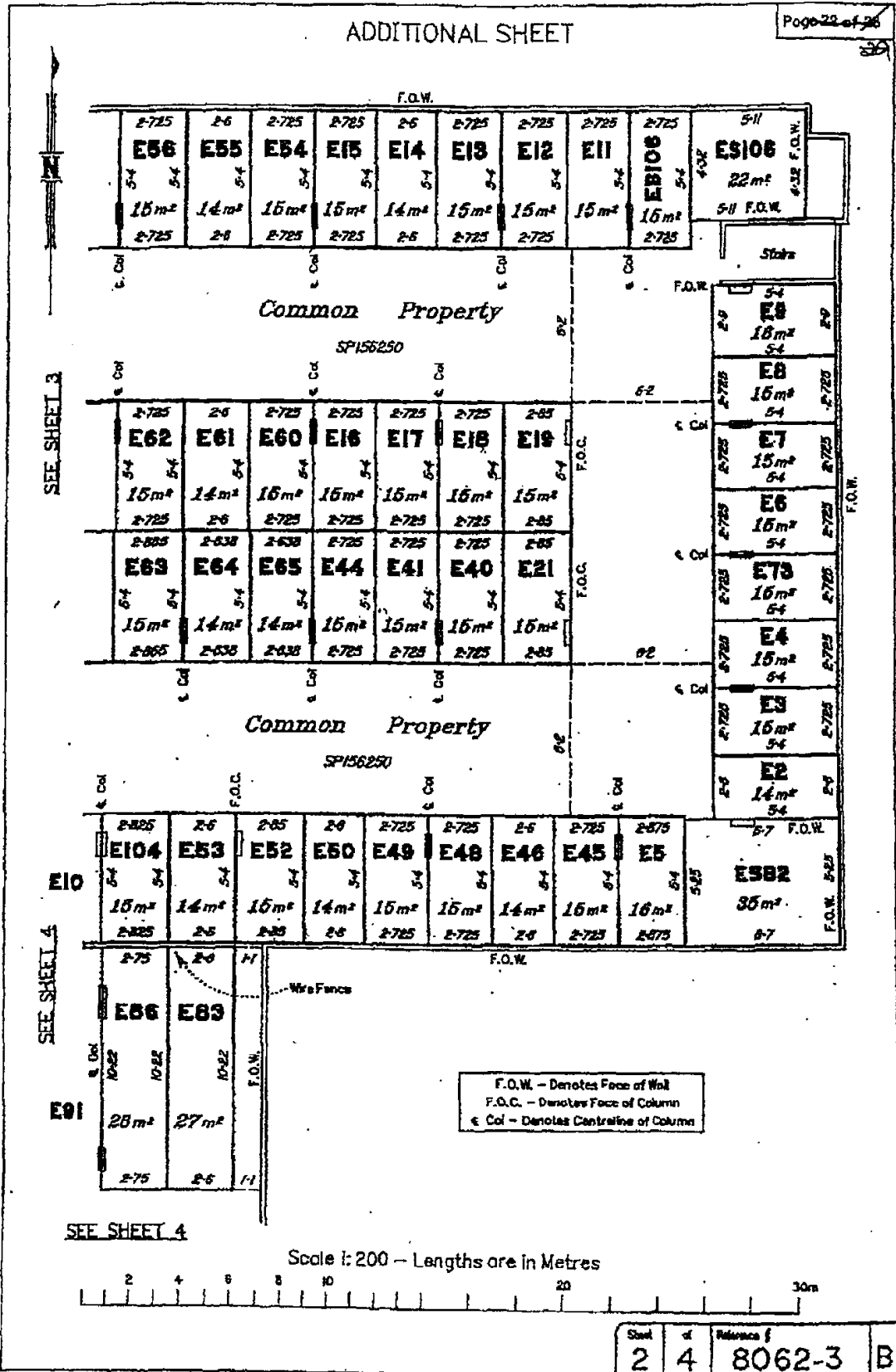


3rd Level, 50 Conill Avenue
 Surfers Paradise
 QLD Australia 4817
 Telephone: 07 553 2121
 Facsimile: 07 553 2122
 E-mail: info@micelgroup.com.au
 Web Site: www.michelgroup.com.au

Sheet	1	of	4	Reference /	8062-3	B
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ADDITIONAL SHEET

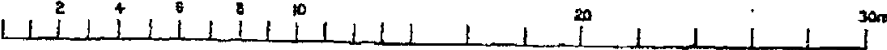
Page 22 of 26



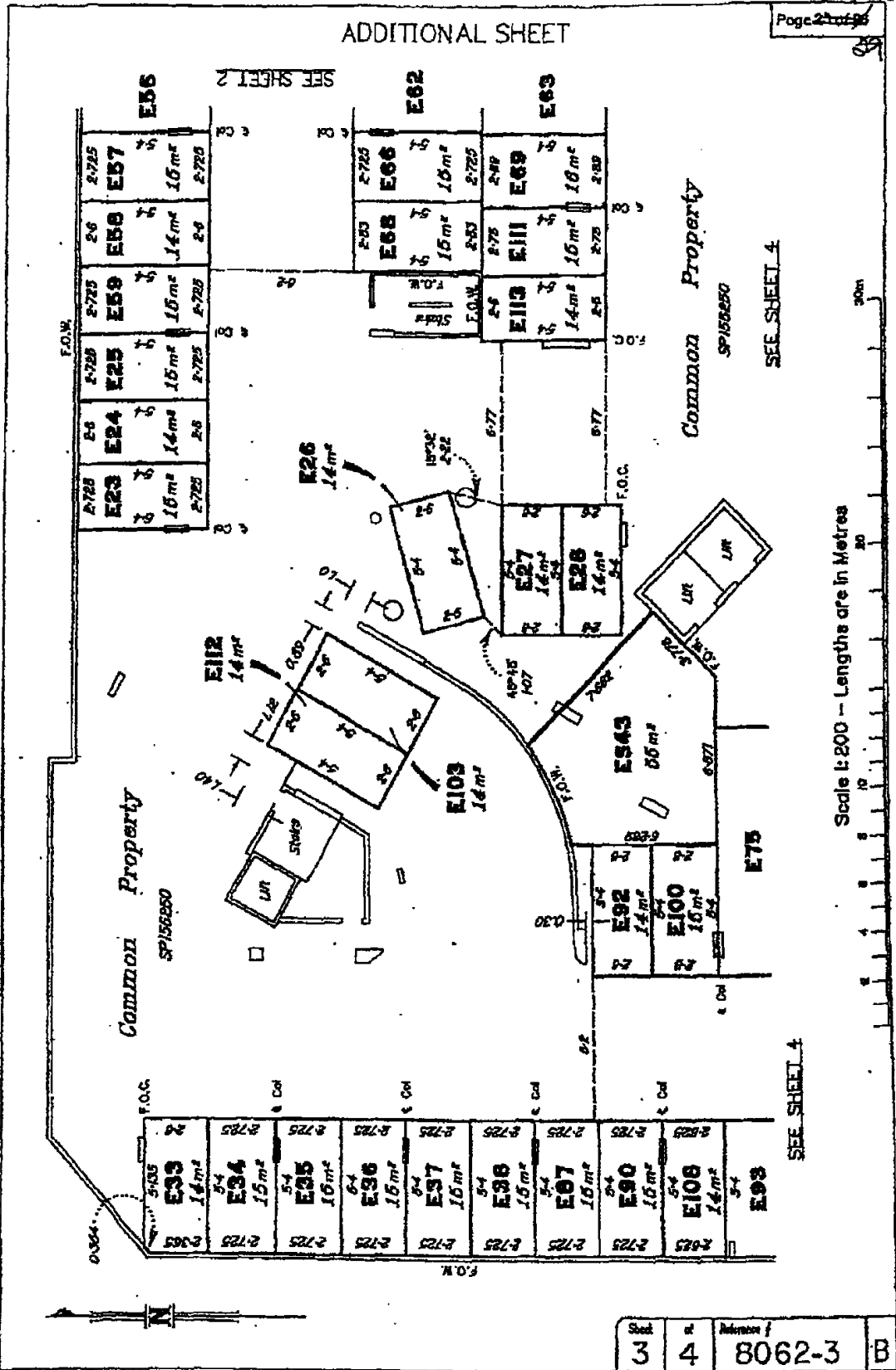
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 F.O.C. - Denotes Face of Column
 Col - Denotes Centreline of Column

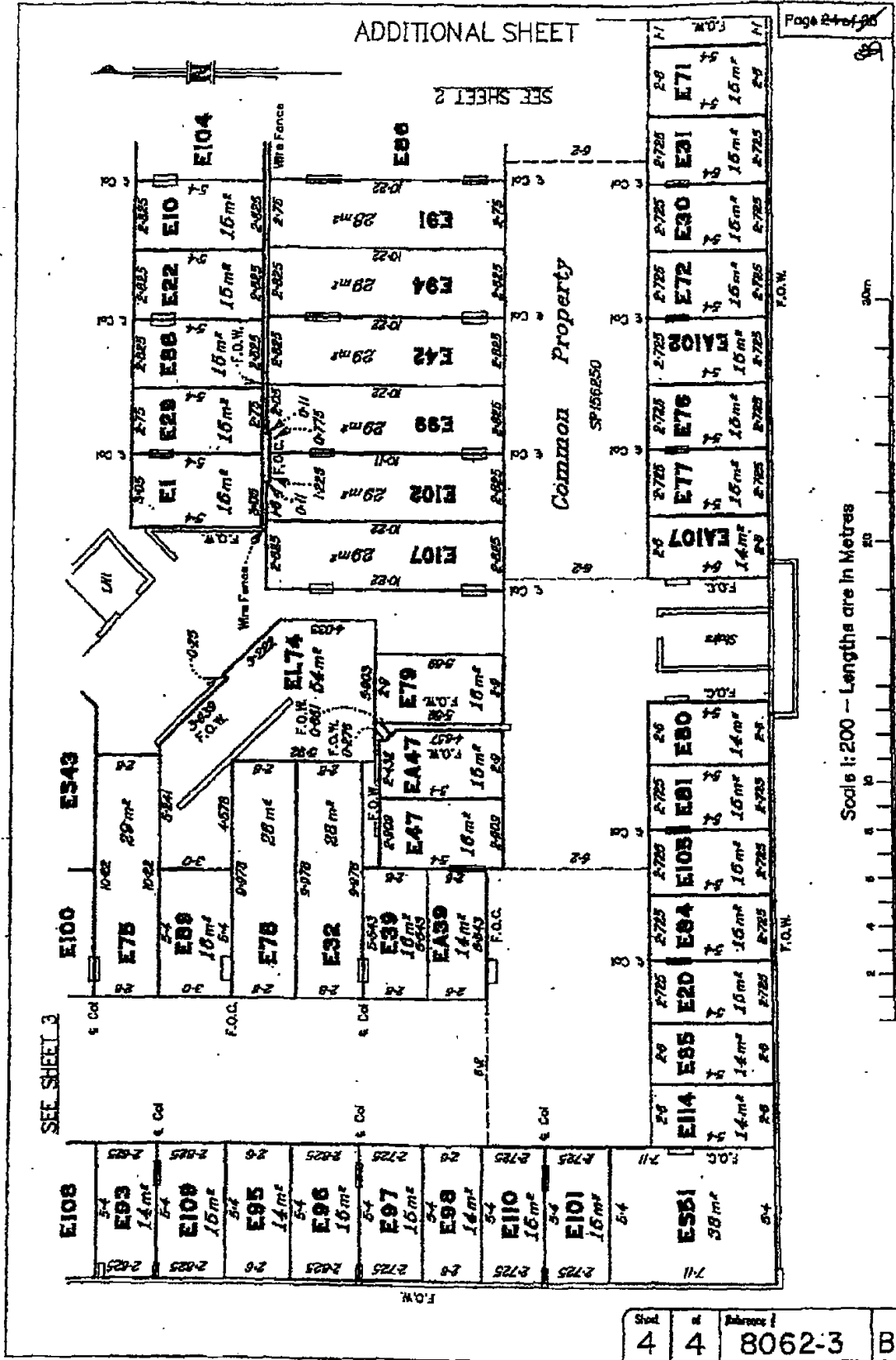
SEE SHEET 4

Scale 1:200 - Lengths are in Metres

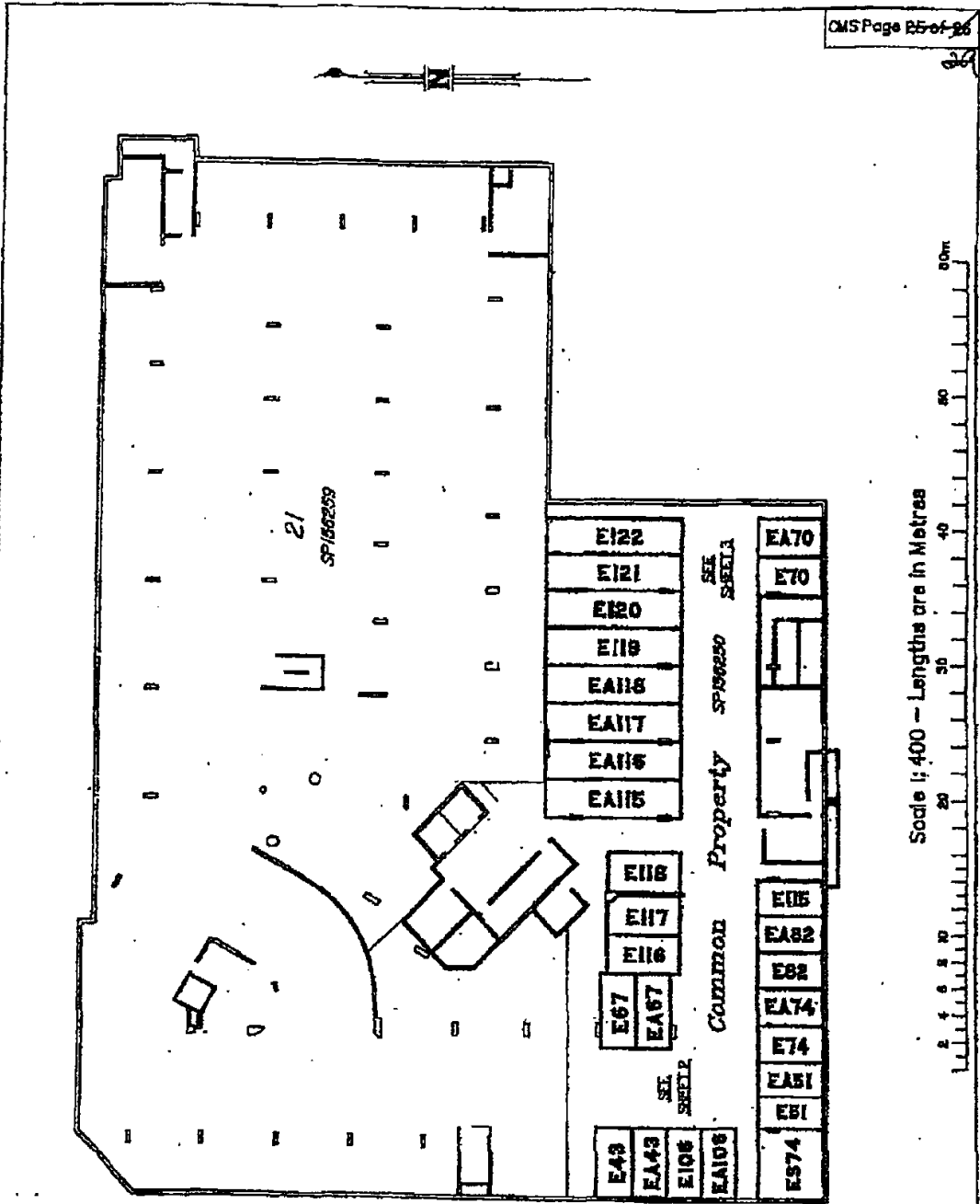


Sheet of Reference
 2 4 8062-3 B





CMS Page 25 of 26



MICHEL GROUP SERVICES PTY. LTD. ACK 061750 032
 Licensed to provide the services of a Professional Surveyor
 The details shown on this plan are correct.
MICHEL GROUP SERVICES PTY. LTD. A.C.N. 061 750 132
 Director
COMMON SEAL

DATE	28/7/2004
JOB NO	8062
AUTOCAD	8062-48
GEDCOMP	888222
SURVEYED	RC
CHECKED	LL
QT	RS
PARISH OF	Gileston
COUNTY OF	Ward
Scale	1:400

Plan of Exclusive Use Areas on Level B in the Common Property of Wings Residential Resort & Spa on SPI56250, CTS

3rd Level, 28 Centre Avenue
 St Leonards, New South Wales
 2234 Australia 0007
 Telephone 02 888 2244
 Facsimile 02 888 8117

Professional Surveyor
 LINDA BARRINGTON A.C.N. 806222242
 METROGRAPHIC SURVEYING
 TOWN PLANNING SERVICES

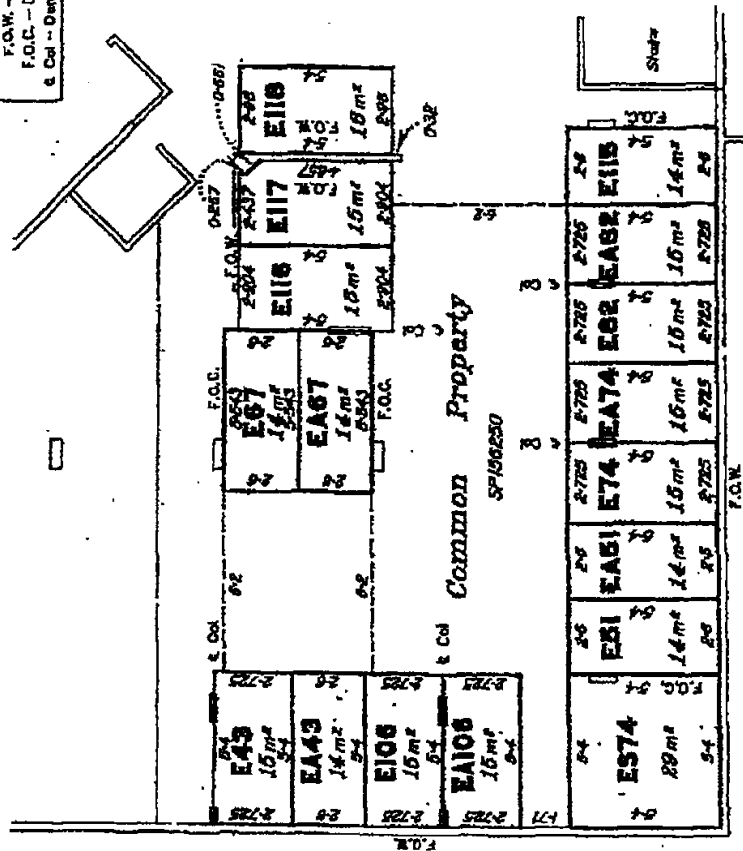
Sheet 1 of 3 Reference 8062-4 B



ADDITIONAL SHEET

Page 86 of 88

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 F.O.C. - Denotes Face of Column
 & Col - Denotes Centreline of Column



Scale 1:200 - Lengths are in Metres



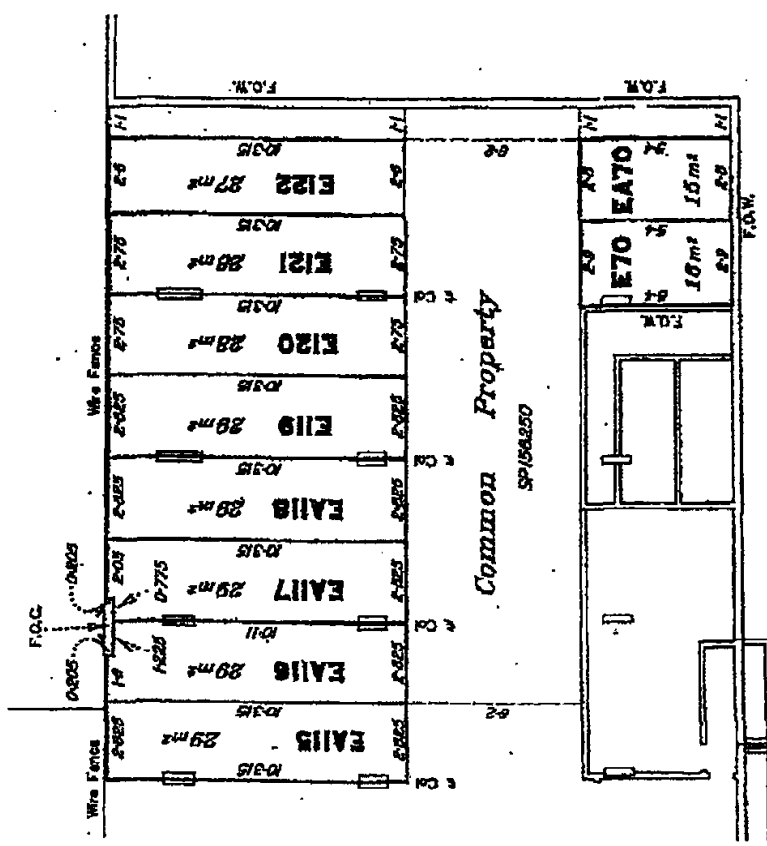
Sheet	of	Reference #
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		B

ADDITIONAL SHEET

Page 27 of 28



F.O.W. - Denotes Face of Wall
 F.O.C. - Denotes Face of Column
 C.Col - Denotes Centreline of Column



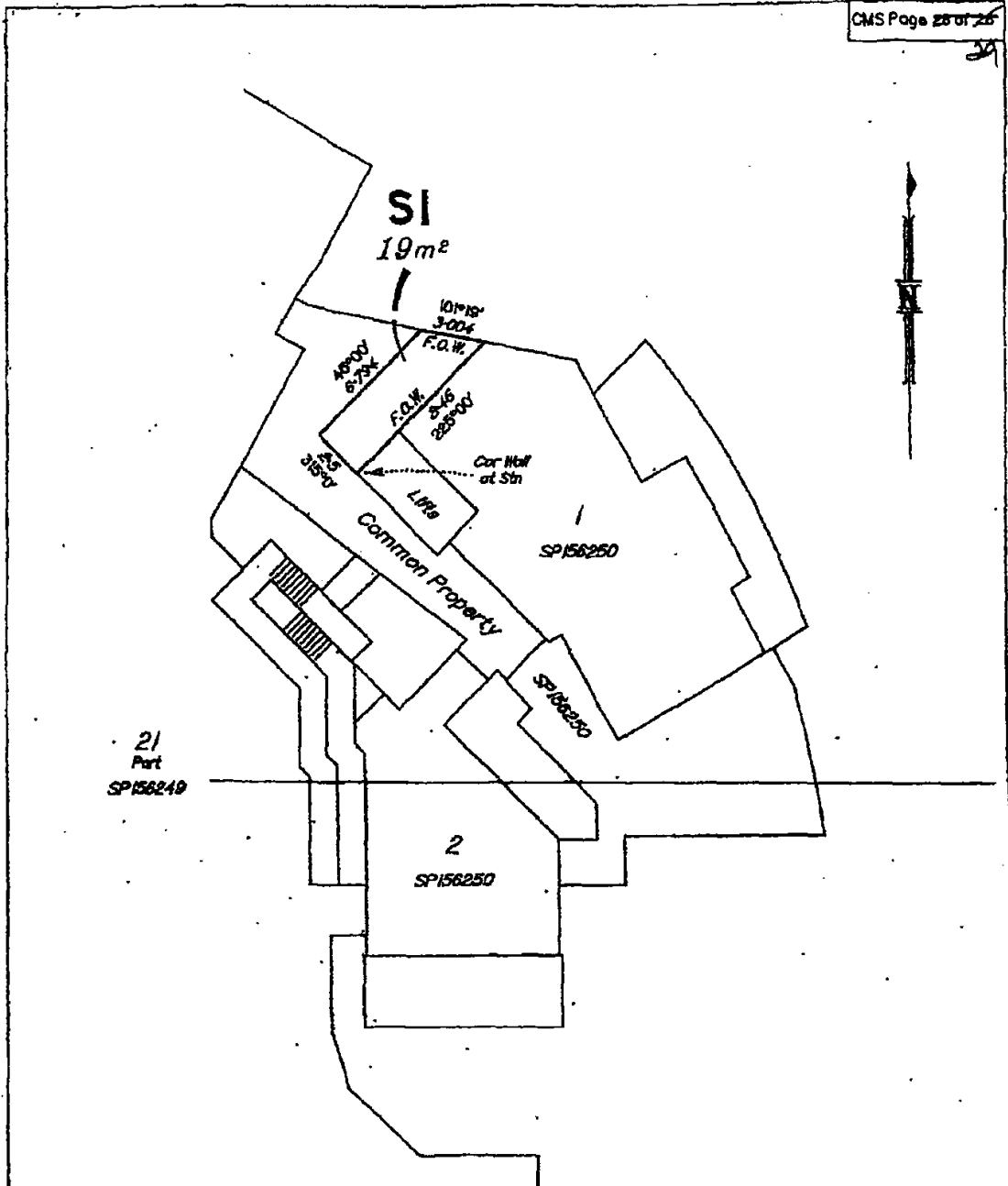
SEE SHEET 2

Scale 1:200 - Lengths are in Metres

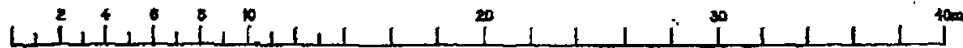


Sheet	3	of	3	Volume	1
8062-4					B

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Scale 1:250 - Lengths are in Metres.



MICHEL GROUP SERVICES PTY. LTD. ACN 081760 132
 Licensed Surveyor under the Survey Act 1981
 This plan is a Survey of Land

MICHEL GROUP SERVICES PTY. LTD.
 A.C.N. 081 760 132
 Licensed Surveyor
 COMMON SEALS
 Date: 18/7/04

DATE	18/7/2004
JOB NO	8062
AUTOCAD	8062-58
GEOCOMP	
SURVEYED	
CHECKED	
BY	MP
PARISH OF	Oriston
COUNTY OF	Ward
Scale	1:250

This Plan of Occupational Authority in the Common Property on SPI56250, Level C Wings Residential Resort & Spa, CTS



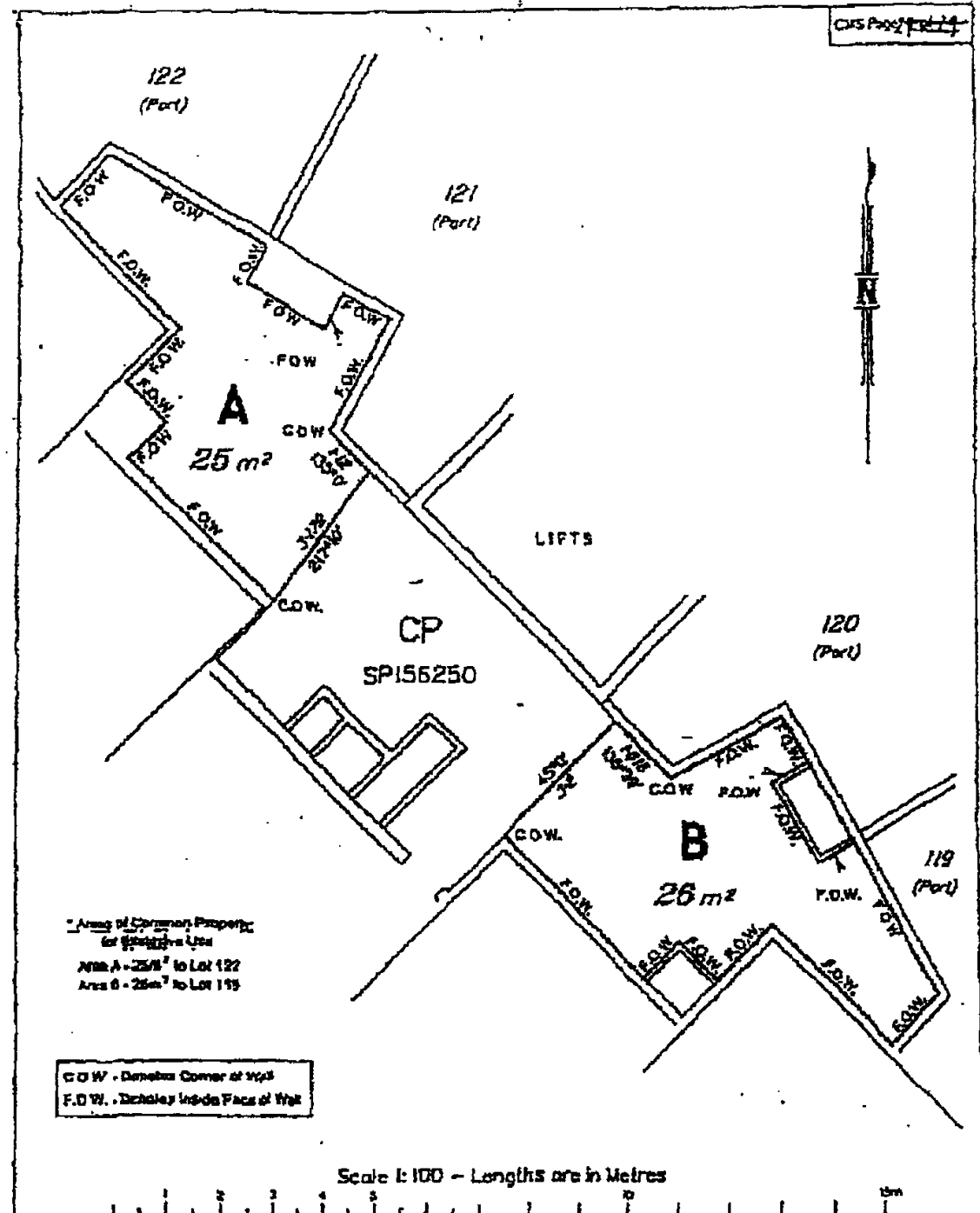
MICHEL GROUP SERVICES
 A.C.N. 081 760 132

2nd Level, 18 Cooks Avenue
 Oriston, Victoria 3737
 Telephone: 03 598 8264
 Facsimile: 03 598 8117

Professional Engineers
 LAND ENGINEERING AND SURVEYING
 HYDROGRAPHIC SURVEYING
 TOWN PLANNING SERVICES

Street address: 18 Cooks Avenue, Oriston, Victoria 3737
 Web site: www.michelgroup.com.au

Sheet	of	Reference #
1	1	8062-5 B




Area of Common Property for Exclusive Use
 Area A - 25m² to Lot 122
 Area B - 26m² to Lot 119

C.O.W. - Denotes Corner of Walls
 F.O.W. - Denotes Inside Face of Wall

Scale 1:100 - Lengths are in Metres



MICHIE GROUP SERVICES PTY. LTD. 5066 061 750 02 100 Years of Service MICHIE GROUP SERVICES PTY. LTD. A.C.N. 061 750 155 Director T. J. 2005 DA	DATE: 7/7/2005 DRAWN BY: [Signature] CHECKED BY: [Signature] PROJECT NO.: 100/2005 PARISH OF: [Blank] COUNTY OF: [Blank]	The Plan of Exclusive Use Areas on Level R in the Common Property of Wings Residential Resort & Spa on SP156250. CTS: 32967  100 Years of Service MICHIE GROUP SERVICES 5066 061 750 02 100 Years of Service	IN THE EVENT OF CONSTRUCTION OF THIS PLAN, THE COMMONS AND SERVICES ARE TO BE PROVIDED IN ACCORDANCE WITH THE COMMONS AND SERVICES ACT 1997. THE COMMONS AND SERVICES ARE TO BE PROVIDED IN ACCORDANCE WITH THE COMMONS AND SERVICES ACT 1997. THE COMMONS AND SERVICES ARE TO BE PROVIDED IN ACCORDANCE WITH THE COMMONS AND SERVICES ACT 1997.
	COMMON SEALS 1:100	Sheet 1 of 1 Reference 8062-15	