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BE 470

## 1. Nature of request

Request to record new Community Management  
Statement for Oasis Community Titles Scheme 20870

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

BODY CORPORATE FOR  
OASIS CTS 20870  
C/- PINNACLE STRATA  
PO BOX 889 NERANG QLD 4211  
PH: (07) 55550000

Lodger

Code

GC28

## 2. Lot on Plan Description

Common property of Oasis Community  
Titles Scheme 20870

County

Parish

Title Reference

19301920

## 3. Registered Proprietor/State Lessee

Body Corporate for Oasis Community Titles Scheme 20870

## 4. Interest

Fee Simple

## 5. Applicant

Body Corporate for Oasis Community Titles Scheme 20870

## 6. Request

I hereby request that: the New Community Management Statement deposited herewith which amends Schedule C – By-Laws be recorded as the New Community Management Statement for Oasis Community Titles Scheme 20870.

## 7. Execution by applicant



8/4/2024  
Execution Date

8/4/2024  
Execution Date

Sandi Anderson  
Chairperson

[Signature]  
Secretary

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

20870

This statement incorporates and must include the following:

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

1. Name of community titles scheme

Oasis Community Titles Scheme 20870

2. Regulation module

Standard

3. Name of Body Corporate

Body Corporate for Oasis Community Titles Scheme 20870

4. Scheme land

Lot on Plan Description	County	Parish	Title Reference
See Enlarged Panel			19301920

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. New CMS exemption to planning body community management statement notation (if applicable\*)

Insert exemption clause (if no exemption – insert 'N/A' or 'not applicable')

\*If there is no exemption or for a first community management statement (CMS), a Form 18C must be deposited with the Request to record the CMS.

8. Execution by original owner/Consent of Body Corporate



8/4/2024  
Execution Date

8/4/2024  
Execution Date

Sandra Anderson  
Chairperson

Secretary

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

Privacy Statement

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## ENLARGED PANEL

## 4. Scheme Land

Description of Lot	Title Reference
Common Property of Oasis Community Titles Scheme 20870	19301920
Lot 1 on GTP 1920	17213170
Lot 2 on GTP 1920	17213171
Lot 3 on GTP 1920	17213172
Lot 4 on GTP 1920	17213173
Lot 5 on GTP 1920	17213174
Lot 6 on GTP 1920	17213175
Lot 7 on GTP 1920	17213176
Lot 8 on GTP 1920	17213177
Lot 9 on GTP 1920	17213178
Lot 10 on GTP 1920	17213179
Lot 11 on GTP 1920	17213180
Lot 12 on GTP 1920	17213181
Lot 13on GTP 1920	17213182
Lot 15 on GRP 2046	17339239
Lot 16 on GRP 2046	17339240
Lot 17 on GRP 2046	17339241
Lot 18 on GRP 2046	17339242
Lot 19 on GRP 2046	17339243
Lot 20 on GRP 2046	17339244
Lot 21 on GRP 2046	17339245
Lot 22 on GRP 2046	17339246
Lot 23 on GRP 2046	17339247
Lot 24 on GRP 2046	17339248
Lot 25 on GRP 2046	17339249
Lot 26 on GRP 2046	17339250
Lot 27 on GRP 2046	17340001
Lot 28 on GRP 2046	17340002
Lot 29 on GRP 2046	17340003
Lot 30 on GRP 2046	17340004
Lot 31 on GRP 2046	17340005
Lot 32 on GRP 2046	17340006
Lot 34 on GRP 2116	17413198
Lot 35 on GRP 2116	17413199
Lot 36 on GRP 2116	17413200
Lot 37 on GRP 2116	17413201
Lot 38 on GRP 2116	17413202
Lot 39 on GRP 2116	17413203
Lot 40 on GRP 2116	17413204
Lot 41 on GRP 2116	17413205

Description of Lot	Title Reference
Lot 42 on GRP 2116	17413206
Lot 43 on GRP 2116	17413207
Lot 44 on GRP 2116	17413208
Lot 45 on GRP 2116	17413209
Lot 46 on GRP 2116	17413210
Lot 47 on GRP 2116	17413211
Lot 48 on GRP 2116	17413212
Lot 49 on GRP 2116	17413213
Lot 51 on GRP 101705	50051336
Lot 52 on GRP 101705	50051337
Lot 53 on GRP 101705	50051338
Lot 54 on GRP 101705	50051339
Lot 55 on GRP 101705	50051340
Lot 56 on GRP 101705	50051341
Lot 57 on GRP 101705	50051342
Lot 58 on GRP 101705	50051343
Lot 59 on GRP 101705	50051344
Lot 60 on GRP 101705	50051345
Lot 61 on GRP 101705	50051346
Lot 62 on GRP 101705	50051347
Lot 63 on GRP 101705	50051348
Lot 64 on GRP 101705	50051349
Lot 65 on GRP 101705	50051350
Lot 66 on GRP 101705	50051351
Lot 67 on GRP 101705	50051352
Lot 68 on GRP 101705	50051353
Lot 69 on GRP 101705	50051354
Lot 70 on GRP 101705	50051355
Lot 71 on GRP 101705	50051356
Lot 72 on GRP 101705	50051357
Lot 73 on GRP 101705	50051358
Lot 74 on GRP 101705	50051359
Lot 75 on GRP 101705	50051360
Lot 76 on GRP 101705	50051361
Lot 77 on GRP 101705	50051362
Lot 78 on GRP 101705	50051363
Lot 79 on GRP 101705	50051364

<b>SCHEDULE A</b>	<b>SCHEDULE OF LOT ENTITLEMENTS</b>
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Lot on Plan	Contribution	Interest
Lot 1 on GTP 1920	1	15
Lot 2 on GTP 1920	1	15
Lot 3 on GTP 1920	1	15
Lot 4 on GTP 1920	1	15
Lot 5 on GTP 1920	1	15
Lot 6 on GTP 1920	1	15
Lot 7 on GTP 1920	1	15
Lot 8 on GTP 1920	1	15
Lot 9 on GTP 1920	1	15
Lot 10 on GTP 1920	1	15
Lot 11 on GTP 1920	1	10
Lot 12 on GTP 1920	1	10
Lot 13on GTP 1920	1	8
Lot 15 on GRP 2046	1	15
Lot 16 on GRP 2046	1	15
Lot 17 on GRP 2046	1	15
Lot 18 on GRP 2046	1	15
Lot 19 on GRP 2046	1	15
Lot 20 on GRP 2046	1	15
Lot 21 on GRP 2046	1	15
Lot 22 on GRP 2046	1	15
Lot 23 on GRP 2046	1	15
Lot 24 on GRP 2046	1	15
Lot 25 on GRP 2046	1	10
Lot 26 on GRP 2046	1	10
Lot 27 on GRP 2046	1	10
Lot 28 on GRP 2046	1	10
Lot 29 on GRP 2046	1	10
Lot 30 on GRP 2046	1	10
Lot 31 on GRP 2046	1	8
Lot 32 on GRP 2046	1	8
Lot 34 on GRP 2116	1	10
Lot 35 on GRP 2116	1	10
Lot 36 on GRP 2116	1	10
Lot 37 on GRP 2116	1	10
Lot 38 on GRP 2116	1	10
Lot 39 on GRP 2116	1	10
Lot 40 on GRP 2116	1	8
Lot 41 on GRP 2116	1	8
Lot 42 on GRP 2116	1	10
Lot 43 on GRP 2116	1	10

Lot on Plan	Contribution	Interest
Lot 44 on GRP 2116	1	10
Lot 45 on GRP 2116	1	10
Lot 46 on GRP 2116	1	10
Lot 47 on GRP 2116	1	10
Lot 48 on GRP 2116	1	8
Lot 49 on GRP 2116	1	8
Lot 51 on GRP 101705	1	15
Lot 52 on GRP 101705	1	15
Lot 53 on GRP 101705	1	15
Lot 54 on GRP 101705	1	15
Lot 55 on GRP 101705	1	15
Lot 56 on GRP 101705	1	15
Lot 57 on GRP 101705	1	15
Lot 58 on GRP 101705	1	15
Lot 59 on GRP 101705	1	15
Lot 60 on GRP 101705	1	15
Lot 61 on GRP 101705	1	15
Lot 62 on GRP 101705	1	15
Lot 63 on GRP 101705	1	15
Lot 64 on GRP 101705	1	15
Lot 65 on GRP 101705	1	10
Lot 66 on GRP 101705	1	10
Lot 67 on GRP 101705	1	10
Lot 68 on GRP 101705	1	10
Lot 69 on GRP 101705	1	10
Lot 70 on GRP 101705	1	10
Lot 71 on GRP 101705	1	10
Lot 72 on GRP 101705	1	10
Lot 73 on GRP 101705	1	10
Lot 74 on GRP 101705	1	10
Lot 75 on GRP 101705	1	10
Lot 76 on GRP 101705	1	10
Lot 77 on GRP 101705	1	10
Lot 78 on GRP 101705	1	8
Lot 79 on GRP 101705	1	8
<b>TOTALS</b>	<b>76</b>	<b>912</b>

<b>SCHEDULE B</b>	<b>EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND</b>
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There is to be no further development of the scheme land - Section 66(1)(F) and (G) of Body Corporate and Community Management Act applies.

<b>SCHEDULE C</b>	<b>BY-LAWS</b>
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**PART A- PRELIMINARY**

## 1. Structure

1.1 These By-laws are set out in the following structure:

- 1.1.1 Part A - Preliminary
- 1.1.2 Part B - Interferences
- 1.1.3 Part C - Works
- 1.1.4 Part D - Regulation of use
- 1.1.5 Part E - Exclusive use

## 2. Definitions and interpretation

2.1 The terms set out in these By-laws mean:

- 2.1.1 "**Act**" means the *Body Corporate Community Management Act 1997*(Qld).
  - 2.1.2 "**Body Corporate**" means the Body Corporate established upon the registration of the Scheme.
  - 2.1.3 "**Caretaking Service Contractor**" means a service contractor for the Scheme who is also a letting agent for the Scheme.
  - 2.1.4 "**Christmas Period**" means the period between (and including) the days of 1 December and 7 January each year.
  - 2.1.5 "**Common Property**" means Scheme Land that is not included in a Lot.
  - 2.1.6 "**Improvement**" means the erection of a building, a structural change or a non-structural change of any kind or the carrying out of any works.
  - 2.1.7 "**Lot**" means a lot in the Scheme.
  - 2.1.8 "**Occupier**" means any person that occupies a Lot.
  - 2.1.9 "**Owner**" means an owner of a Lot.
  - 2.1.10 "**Regulation Module**" means the regulation module of the Act that applies to the Scheme as identified in Item 2 of this community management statement.
  - 2.1.11 "**Scheme**" means Oasis CTS 20870.
  - 2.1.12 "**Scheme Land**" means any land within the Scheme, including any Lot or the Common Property.
  - 2.1.13 "**Security Access Device**" means a key, fob, swipe or other device used to gain access to something that is otherwise inaccessible.
  - 2.1.14 "**Social Function**" means a gathering of number of people that causes other Owners or Occupiers to be excluded from the use and enjoyment of part or all of the Common Property.
  - 2.1.15 "**Smoke**" means to hold or otherwise have control over an ignited smoking product.
  - 2.1.16 "**Vehicle**" includes but is not limited to all types of automobiles, motor cycles, scooters, trucks, bicycles, boats, trailers, caravans, camper vans, mobile homes, golf buggies, Segway's, skateboards, rollerblades or any other equivalent means of transportation.
  - 2.1.1 "**Visitor**" means a person who is invited in any capacity onto Scheme Land by an Owner or an Occupier.
- 2.2 In the interpretation of these By-laws, terms used in these By-laws may be interpreted by reference to how those terms are defined in the Act and Regulation Module.
- 2.3 If there is an inconsistency between a By-law and the Act or Regulation Module, the Act or Regulation Module prevails to the extent of the inconsistency.
- 2.4 The singular includes the plural and vice versa.
- 2.5 Words importing a gender include other genders.

### **3. Applicability of these By-laws**

- 3.1 An Owner whose Lot is subject to a lease, licence or tenancy agreement must take reasonable steps to ensure that any lessee, licensee, tenant or other Occupier and their Visitors comply with and observe these By-laws.
- 3.2 Occupiers must:
  - 3.2.1 comply with these By-laws to the extent they apply to an Owner; and
  - 3.2.2 ensure that the By-laws are complied with by their Visitors to the extent they apply to an Occupier.

### **4. Tenancies**

- 4.1 If an Owner lets their Lot for a term of three months or more, the Owner must, as soon as practicable, give the Body Corporate notice of:
  - 4.1.1 the name of the tenant and all Occupiers;
  - 4.1.2 the service address of the tenant;
  - 4.1.3 the term of the tenancy;
  - 4.1.4 the name and service address of the Owner's letting agent for the tenancy; and
  - 4.1.5 any other information the Body Corporate may reasonably require.
- 4.2 An Owner of a lot must not, except with the consent in writing of the Committee, lease or rent their lot for periods of less than three (3) months at a time.

### **5. Application and approval process**

- 5.1 This By-law applies where an Owner or Occupier makes an application to the Body Corporate or otherwise seeks to obtain the Body Corporate's consent.
- 5.2 When deciding whether to approve any application made by an Owner or Occupier (the Applicant) under these By-laws, the Body Corporate may:
  - 5.2.1 take into account previous approvals under these By-laws provided to the Applicant and the Applicant's compliance with any conditions of previous approvals;
  - 5.2.2 request the Applicant to provide all information reasonably required to make a decision, where the Body Corporate may make as many requests as reasonably necessary;
  - 5.2.3 grant its approval on reasonable and relevant conditions; or
  - 5.2.4 refuse any application if it is reasonable to do so.
- 5.3 An Owner or Occupier of a Lot granted approval under these By-laws must comply with any conditions of that approval, failing which, the Body Corporate may withdraw that approval after the Applicant has been provided with a reasonable opportunity to remedy any non-compliance.
- 5.4 Any approval under these By-laws by the Body Corporate is invalid and read down or severed to the extent it is inconsistent with the Act or Regulation Module.

## **PART B - INTERFERENCES**

### **6. Noise and nuisances**

- 6.1 An Owner or Occupier must not use, or permit the use of, a Lot or the Common Property in a way that:
  - 6.1.1 causes a nuisance or hazard;
  - 6.1.2 interferes unreasonably with the use or enjoyment of another Lot; or
  - 6.1.3 interferes unreasonably with the use or enjoyment of the Common Property by a person who is lawfully on the Common Property.

### **7. Obstruction**

- 7.1 An Owner or Occupier must not, without the written approval of the Body Corporate:



- 7.1.1 obstruct, or permit the obstruction of, the lawful use of the Common Property or another Lot by someone else; or
- 7.1.2 use as storage, or place items on, the Common Property.

## **8. Smoking**

- 8.1 An Occupier must not:
  - 8.1.1 cause a nuisance or a hazard; or;
  - 8.1.2 interfere unreasonably with the use or enjoyment of another Lot; or
  - 8.1.3 interfere unreasonably with the use or enjoyment of the Common Property by persons lawfully on the Common Property,  
by smoking:
    - 8.1.4 anywhere on the Common Property;
    - 8.1.5 on the balcony of a Lot in the circumstances where another person's use or enjoyment of another Lot is unreasonably interfered with by the smoke drift; and
    - 8.1.6 in a Lot in circumstances where another person's use or enjoyment of another Lot is unreasonably interfered with by the smoke drift.
- 8.2 An Occupier must not dispose of cigarette butts or ash by throwing such items from the balcony of a Lot and must dispose of cigarette butts or ash by putting such items in a closed container in their Lot.

## **9. Auctions**

An Owner must not permit any auction to take place on their Lot or the Common Property without the written approval of the Body Corporate.

## **10. Garage sales**

- 10.1 An Owner must not permit any garage sale to take place on their Lot or the Common Property without the written approval of the Body Corporate.

## **11. Parking**

- 11.1 An Owner or Occupier must not, without the written approval of the Body Corporate:
  - 11.1.1 park a Vehicle or allow a Vehicle to stand, on any part of the Common Property; or
  - 11.1.2 permit a Visitor to park a Vehicle or allow a Vehicle to stand, on the Common Property (other than a designated visitor car parking bay).

## **12. Vehicles**

- 12.1 Vehicles must be operated in accordance with all public road rules and must not be driven at a speed that creates a danger to property or persons.

## **13. Communications**

- 13.1 Owners and Occupiers must only communicate and interact with the Body Corporate and other Owners and Occupiers in a reasonable manner and not in any way which may (including, but not limited to) be:
  - 13.1.1 an annoyance;
  - 13.1.2 a nuisance;
  - 13.1.3 threatening or intimidating;
  - 13.1.4 defamatory; or
  - 13.1.5 anti-social.

## **PART C - WORKS**

**14. Damage**

- 14.1 An Owner or Occupier must not damage, deface or alter any part of the Common Property without the written approval of the Body Corporate.

**15. Common Property Improvements**

- 15.1 An Owner or Occupier must not make any improvement to the Common Property without the written approval of the Body Corporate.
- 15.2 A Caretaking Service Contractor may without the consent of the Body Corporate display signs or notices for the purposes of letting any Lot for lease in the Scheme in or about the Common Property provided they are in keeping with the amenity of the Scheme.

**16. Lot Improvements**

- 16.1 An Owner or Occupier must not make any improvement (other than minor cosmetic work that does not in any way affect, alter or otherwise impact the Common Property or another Lot) to their Lot without the written approval of the Body Corporate.

**17. Appearance and Maintenance of lot**

- 17.1 The Owner or Occupier of a lot must not, without the Body Corporate's written approval:
- 17.1.1 make a change to the external appearance of the lot;
  - 17.1.2 display a sign, advertisement or similar article if the article is visible from another lot or the Common Property, or from outside the scheme land;
  - 17.1.3 erect any pergola, blind, awning, fence, screen or air conditioning unit to the exterior of the lot. Applications for permission to install air conditioning units must be submitted to the Body Corporate and must comply with all necessary regulations and must not generate noise that is likely to interfere with the peaceful enjoyment of another person lawfully on another lot or the Common Property. Any alterations to the building (patios/pergolas) must comply with any building regulations in force at the time of erection and have council approval.
- 17.2 Each Owner or Occupier must:
- 17.2.1 ensure that the lot is kept clean;
  - 17.2.2 take all practicable steps to prevent infestation of the occupier's lot by vermin or insects;
  - 17.2.3 ensure car spaces are kept tidy;
  - 17.2.4 ensure that the external appearance of all structures and gardens and lawns within the lot are maintained to an equivalent standard to those on Common Property;
  - 17.2.5 ensure that all external painted surfaces are well maintained and that the painting is carried out in keeping with the colour scheme approved by the Body Corporate from time to time;
  - 17.2.6 ensure that the roof is kept in a well maintained condition and that any broken tiles, pointing and other items are repaired where necessary.

**PART D - REGULATION OF USE****18. Pets**

- 18.1 Unless a person who has the right to be accompanied by an assistance animal under any statute, an Owner or Occupier must not, without the Body Corporate's written approval:
- 18.1.1 bring or keep an animal on the Lot or the Common Property; or
  - 18.1.2 permit a Visitor to bring or keep an animal on the Lot or Common Property.
- 18.2 When keeping a pet in the Scheme, in addition to any other requirements under these By-laws, an approval by the Committee, the Act or the Regulation Module the Owner or Occupier must:
- 18.2.1 ensure that when passing through common property the animal will be suitably restrained or carried;

- 18.2.2 register the animal with the local council;
- 18.2.3 ensure that the animal is kept within the Lot and not allowed to roam, dig, soil or otherwise damage Common Property or another Lot;
- 18.2.4 dispose of any animal waste left on the Common Property immediately in a suitable garbage receptacle; and
- 18.2.5 ensure the animal carries a name tag identifying the animal and its Owners.

## **19. Alienation**

- 19.1 An Owner or Occupier must not, without the written approval of the Body Corporate:
  - 19.1.1 use, take, or in any other way appropriate any part of the Common Property for their sole or exclusive use unless authorised by another By-law; or
  - 19.1.2 alienate in any way any part of the common property; or
  - 19.1.3 interfere with the lawful use and enjoyment of Common Property by other Owners or Occupiers.

## **20. Common Property Garbage**

- 20.1 An Owner or Occupier must not leave garbage or other materials on the Common Property except in a designated garbage receptacle.
- 20.2 An Owner or Occupier must:
  - 20.2.1 comply with any local authority By-laws or local laws about the disposal of garbage that apply to the Scheme;
  - 20.2.2 place all recyclable rubbish in the recycling receptacles;
  - 20.2.3 remove all rubbish from their Lot at least weekly;
  - 20.2.4 keep their Lot free of pests and vermin;
  - 20.2.5 not, in disposing of garbage, adversely affect the health, hygiene or comfort of other Owners or Occupiers;
  - 20.2.6 not leave bulky items or furniture (including white goods) in the designated garbage receptacles, but must dispose of these items in a suitable place outside the Scheme land;
  - 20.2.7 not cause damage to the garbage receptacles;
  - 20.2.8 not overfill the garbage receptacles; and
  - 20.2.9 not allow rubbish to become stuck to the garbage receptacles or liquids to run in the garbage receptacles.

## **21. Dangerous substances**

- 21.1 An Owner or Occupier must not, without the Body Corporate's written approval, store a flammable or dangerous substance on a Lot unless the substance is:
  - 21.1.1 used or intended to be used for domestic purposes; or
  - 21.1.2 fuel stored within a fuel tank of a vehicle, boat, or internal combustion engine in which the fuel is stored under the requirements of any law regulating the storage of flammable materials.

## **22. Removals**

- 22.1 An Owner or Occupier shall not move any furniture into or out of a lot without:
  - 22.1.1 reasonable notice being given to the Body Corporate (having regard to matters including, but not limited to, the amount and size of furniture to be moved); and
  - 22.1.2 taking adequate measures to minimise damage to the Common Property and any other Lot in the Scheme.

**23. No interference**

- 23.1 An Owner or Occupier must not, without the written approval of the Body Corporate:
- 23.1.1 interfere with, hinder, harass or otherwise obstruct contractors or employees engaged by the Body Corporate; or
  - 23.1.2 give instructions to contractors or employees on the Scheme Land engaged by the Body Corporate.

**24. Interference with support, shelter, utility infrastructure**

- 24.1 An Owner or Occupier must not, without the written approval of the Body Corporate, interfere or permit interference with:
- 24.1.1 support or shelter provided for a Lot or the Common Property;
  - 24.1.2 utility infrastructure or utility services; or
  - 24.1.3 body corporate assets.

**25. Health and safety**

- 25.1 Owners and Occupiers must give notice as soon as reasonably practicable to the Body Corporate after becoming aware of any:
- 25.1.1 infectious disease which is present at the Scheme requiring notification by statute or ordinance;
  - 25.1.2 accident or incident causing personal injury or any property or other damage which occurs on Scheme Land; or
  - 25.1.3 other event that may affect the insurance of the Body Corporate, health or safety of owners or occupiers or may otherwise create liability for the Body Corporate.

**26. Social functions**

- 26.1 An Owner or Occupier must not use an area of the Common Property for the purposes of a Social Function without the written approval of the Body Corporate.

**27. Use of lots and Common Property**

- 27.1 Without the approval of the Body Corporate, an Owner or Occupier may not use their Lot for anything other than:
- 27.1.1 residential purposes; or
  - 27.1.2 a home office that does not compete with the Caretaking Service Contractor; or
  - 27.1.3 if the Owner or Occupier is a Caretaking Service Contractor, for:
    - 27.1.3.1 the purposes of management of the Scheme;
    - 27.1.3.2 the letting or sales of Lots in the Scheme on behalf of the Owners and the rendering of such other services to Owners and Occupiers; and
    - 27.1.3.3 the letting and sales of Lots outside the Scheme and the rendering of such other services.
- 27.2 An Owner or Occupier of a lot shall not use, or permit the use of, their Lot for any purpose which may be illegal, immoral or bring the Scheme into disrepute.
- 27.3 An Owner or Occupier of a lot, with the exception of the Caretaking Service Contractor, shall not use any part of Common Property for any commercial or business activity.

**28. Letterbox**

An Owner or Occupier of a Lot must not interfere with the letterbox designated for another Lot or the Body Corporate.

**29. BBQ Area**

- 29.1 Owners and Occupiers may use, and permit the use by its Visitors of, the barbecue facilities on the Common Property without approval by the Body Corporate on the conditions that the barbecue area and facilities are:
- 29.1.1 not already being used by another Owner or Occupier;
  - 29.1.2 not used in a way that causes damage to the surface, fixtures or fittings of the barbecue area or facilities;
  - 29.1.3 does not cause a hazard or safety risk;
  - 29.1.4 ensures that the Owner, Occupier or their Visitors are appropriately supervised;
  - 29.1.5 not used in a way that causes nuisance or an unreasonable interference to any Owner or Occupier; and
  - 29.1.6 cleaned and tidied after use;

**30. Gym**

- 30.1 Owners and Occupiers must use, and permit the use by its Visitors of, the gymnasium in a way which:
- 30.1.1 does not cause damage to the Common Property or body corporate assets;
  - 30.1.2 does not cause a nuisance or an unreasonable interference to any Owner or Occupier (through noise or otherwise);
  - 30.1.3 does not cause a hazard or safety risk;
  - 30.1.4 ensures that the Owner, Occupier or their Visitors are appropriately supervised;
  - 30.1.5 is for the equipment's intended purpose;
  - 30.1.6 places towels on equipment during use to prevent sweat on the equipment;
  - 30.1.7 leaves the area clean and tidy after use;
  - 30.1.8 places all moveable equipment back in its designated place after use; and
  - 30.1.9 wipes and sanitises any sweat on the equipment after use.

**31. Tennis Court**

- 31.1 Owners and Occupiers must use, and permit the use by its Visitors of, the tennis court in a way which:
- 31.1.1 is only when the tennis court is not already being used by another Owner or Occupier;
  - 31.1.2 does not cause damage to the Common Property or body corporate assets;
  - 31.1.3 does not cause a nuisance or an unreasonable interference to any Owner or Occupier (through noise or otherwise);
  - 31.1.4 does not cause a hazard or safety risk;
  - 31.1.5 ensures that the Owner, Occupier or their Visitors are appropriately supervised;
  - 31.1.6 leaves the area clean and tidy after use; and
  - 31.1.7 places all equipment owned by the Body Corporate back in its designated place after use.

**32. Pool**

- 32.1 Owners and Occupiers must use, and permit the use by its Visitors of, the pool in a way which:
- 32.1.1 does not cause damage;
  - 32.1.2 does not cause a nuisance or an unreasonable interference to any Owner or Occupier (through noise or otherwise);
  - 32.1.3 does not interfere with the maintenance or upkeep of the pool or the surrounding areas;
  - 32.1.4 does not cause a hazard or safety risk;

- 32.1.5 ensures that the Owner, Occupier or their Visitors are appropriately supervised;
- 32.1.6 leaves the area clean and tidy after use;
- 32.1.7 does not bring animals into the area; and
- 32.1.8 does not bring glass into the area.

### **33. Sauna**

- 33.1 Owners and Occupiers must use, and permit the use by its Visitors of, the sauna in a way which:
  - 33.1.1 includes wearing a towel;
  - 33.1.2 does not cause damage;
  - 33.1.3 does not cause a nuisance or an unreasonable interference to any Owner or Occupier (through noise or otherwise);
  - 33.1.4 does not interfere with the maintenance or upkeep of the sauna or the surrounding areas;
  - 33.1.5 does not cause a hazard or safety risk;
  - 33.1.6 ensures that the Owner, Occupier or their Visitors are appropriately supervised;
  - 33.1.7 leaves the area clean and tidy after use; and
  - 33.1.8 does not bring animals into the area.

### **34. Security**

- 34.1 An Owner or Occupier of a Lot must not, without the approval of the Body Corporate:
  - 34.1.1 interfere or tamper with a Security Access Device;
  - 34.1.2 copy a Security Access Device;
  - 34.1.3 give a Security Access Device to a person other than an Owner, Occupier or Visitor; or
  - 34.1.4 use a Security Access Device to access a Lot or Common Property that they are not authorised to access.

### **35. Ablution**

- 35.1 Owners and Occupiers must use, and permit the use by its Visitors of, the ablution facilities in a way which:
  - 35.1.1 does not cause damage to the Common Property or body corporate assets;
  - 35.1.2 does not cause a nuisance or an unreasonable interference to any Owner or Occupier (through noise or otherwise);
  - 35.1.3 does not cause a hazard or safety risk;
  - 35.1.4 ensures that the Owner, Occupier or their Visitors are appropriately supervised;
  - 35.1.5 is for the ablution facilities' intended purpose;
  - 35.1.6 leaves the area clean and tidy after use;
  - 35.1.7 does not leave belongings after their use; and
  - 35.1.8 does not use or take more consumables that are required for the normal use of the ablution facilities.

### **36. Conference room**

- 36.1 Owners and Occupiers may not use the conference room on the Common Property without approval by the Body Corporate.

## **PART E - EXCLUSIVE USE**

**37. Marina Definitions**

37.1 In By-laws 38 to 41 the following definitions apply:

37.1.1 "**berth holder**" means the occupier of a lot who is entitled to exclusive use of the relevant marina berth and, where there are any unallocated marina berths, the Body Corporate.

37.1.2 "**boat**" includes any marine vessel and all fixtures, fittings and chattels on it.

37.1.3 "**The Manager**" means the person appointed by the Body Corporate from time to time to supervise the usage of the marina.

37.1.4 "**marina**" means the Body Corporate asset together with all fixtures, fittings and chattels:

37.1.4.1 on or attached to that land, or

37.1.4.2 attached to or on any fixtures to that land which is owner by the Body Corporate.

**38. Exclusive Use**

38.1 The owner of each lot listed in the columns below, shall be entitled to exclusive use (for themselves or a tenants of their lot) of the marina berth of berths, the identifying number or numbers of which is set out in Schedule E and identified on Sketch Plan marked "A".

LOT NUMBER	BERTH NUMBER
63	A1
5	A2
7	A4
8	A3
10	A8
17	A6
12	A7
15	A5
18	B8
23	B4
9	B2 and B3
36	B1
37	B7
31	B5
51	C1
3	C2
53	C3
54	C4
55	C5
63	C6
58	C7
60	C8
57	C9
56	C10
6	D3
4	D4
2	D2
11	D1

- 38.2 A lot owner referred to in this By-law may authorise the occupier of the lot owner's lot, or the occupier of another lot within the Scheme to use the marina berth or berths allocated to that lot, provided always that the lot owner is responsible for the obligations relating to the marina berth or berths pursuant to these By-laws, or the Body Corporate and Community Management Act.
- 38.3 The owner of any lot to which exclusive use of a marina berth is allocated is responsible for and must cause berth(s) to be kept in a clean and tidy state at all times.
- 38.4 The owner of any lot to which exclusive use of a marina berth is allocated must pay the Body Corporate on demand quarterly in advance a 1/30 share of the amount budgeted by the Body Corporate.
- 38.4.1 Outgoings payable by the Body Corporate in relation to the marina.

### **39. Obligations Attaching to Exclusive Use**

- 39.1 A berth holder must not:
- 39.1.1 Place or permit anyone else to place on the marina, any post, pile, stage, mooring, pontoon or other such items unless they are there for the purpose of safety and approved by the body corporate.
  - 39.1.2 Do not permit anyone else to do anything which may cause a nuisance, damage, danger or annoyance to the Body Corporate or any other berth holder in the marina.
  - 39.1.3 Cause or permit anyone else to cause obstructions to the embarkation or disembarkation of other persons entitled to use the marina.
  - 39.1.4 Use or allow anyone to use any toilet head or similar facility in any boat until such toilet head or other similar facility is connected to a holding tank in such boat so that there is no discharge into the waters of the marina.
  - 39.1.5 Cause or permit:
    - 39.1.5.1 more than one boat to be moored in the berth; or
    - 39.1.5.2 any boat to be moored in the berth which exceeds in length or breadth the dimensions of a vessel that can safely moored in the berth and the vessel size is consistent with the survey plans.
- 39.2 A berth holder must:
- 39.2.1 take all necessary precautions against the outbreak of fire in or upon a boat moored in their berth or any other part of the marina.
  - 39.2.2 must at all reasonable times permit the Body Corporate and Body Corporate officers, agents, contractors and employees to enter upon the berth holders berth for the purpose of viewing the state of repair of the berth or for the purpose of ascertaining whether the berth holder is observing and performing the obligations of that berth holder under these By-laws.
  - 39.2.3 allow the Body Corporate and any persons authorised by the Body Corporate access to that berth holders berth to install or repair pipes, conduits, wiring or any other mechanism of fitting for the provision of services to berths in the marina including but not limited to electricity and water.
  - 39.2.4 keep the manager advised at all times of the name of an individual who can access any boat moored in the berth holders berth, to attend to that boat or move it in case of an emergency or leave a spare set of keys with the manager for that purpose in which case the boat may be dealt with at risk of the berth.
- 39.3 Where in the opinion of the Body Corporate an emergency arises the Body Corporate and any person authorised by the Body Corporate is entitled but not liable to enter upon the berth and remove any boat moored there and take it to another place. The Body Corporate must notify the berth holder in writing as soon as possible of the place to which the boat has been removed. The Body Corporate is not liable to anyone for any damage to any boat which is dealt with in accordance with this By-law.
- 39.4 If a berth holder does not comply with that berth holders obligations under these By-laws, then the Body Corporate may take action necessary to remedy such non-compliance and charge the cost to the berth holder, or the owner of the lot to which exclusive use has been granted.



#### **40. Body Corporate's Obligations**

40.1 The Body Corporate must use reasonable endeavours to maintain the following services to berth holders in connection with usage of their respective berths.

40.1.1 an electrical outlet (as the electrical outlet is common property, any boat owner wishing to connect to electrical power on a continual basis when moored, must apply to the committee for approval. The berth owner must use a heavy duty industrial power lead and the cable must be covered with an approve cover so as not to cause a trip hazard).

40.1.2 water supply

40.1.3 lighting

A berth holder must not make any claim against the Body Corporate for compensation or damages as a result of the interruption of any such services if such interruption is reasonably beyond the control of the Body Corporate and the Body Corporate has taken reasonable steps to minimize the period of any such interruption.

40.2 where:

40.2.1 a berth is destroyed or damaged so as to be unfit for usage; and

40.2.2 the destruction or damage is not due to the act, omission or negligence of the berth holder or the servants, agents or licensees of the berth holder.

Then, the monies payable by the berth holder of that berth to the Body Corporate as provided in By-law 38.4 must be suspended pro-rata until the berth is installed. The Body Corporate is not liable for any other damages or compensation.

#### **41. Rules Relating to Usage of the Marina**

41.1 All persons in the marina must comply with the following rules:

41.1.1 the marina is solely for private use of berth holders.

41.1.2 No one is to moor a boat in the marina unless the boat is under the control of the berth holder or in the name of a family member of the berth holder, or related entitle, being a corporation or trust, the controller of which is the berth holder, or a family member of the berth holder.

41.1.3 A boat must be registered with the manager immediately it is moored in the marina.

41.1.4 No boat is to be moored in any berth which is designated by the Body Corporate for the use of visitors for more than 24 consecutive hours without the approval of the manager.

41.1.5 All forms of commercial or business activity in the marina are strictly prohibited. In particular no advertising or soliciting is permitted on any boat berthed in the marina.

41.1.6 Only boats in a seaworthy condition and under their own power are entitled to enter the marina. All boats entering the marina must be registered, identified, marked, equipped and maintained as required by-law and safe practice.

41.1.7 When a boat enters the marina it must be moored in a berth which the owner of the boat is entitled to use under these By-laws as soon as is safely possible.

41.1.8 The marina, other than the allocated berths, must be kept clear of all gear including dinghies, skiffs, kayaks, canoes or similar equipment, unless otherwise approved in writing by the Body Corporate Committee, other than safety gear and hose reels provided that the safety gear and hoses are kept neat and tidy and are not a tripping/safety hazard.

41.1.9 Any equipment which may stain or damage the marina is prohibited.

41.1.10 Owners must not allow their boats to become unsightly or reflect unfavourably on the appearance and standards of the marina. In particular, decks must be kept clear of debris, bottles, paper, trash or other unsightly material at all times.

41.1.11 Repairs, painting or refitting of boats in the marina is prohibited other than for minor repairs, internal painting, mechanical adjustments and electrical work.

41.1.12 Noise must be kept to a minimum at all times. All persons using the marina must operate radios and other equipment generating noise so as not to cause undue disturbance either within or

outside the marina. In particular, all rigging and halyards must be secured in such a way so as to eliminate noise.

41.1.13 Refuse must be placed in the receptacles designated by the Body Corporate or the manager.

41.1.14 Laundry or any item of personal clothing must not be hung in public view in the marina.

41.1.15 A maximum speed limit of four knots is to be observed within, departing from or when approaching the entrance to the marina. When entering or leaving the marina, persons in control of boats must observe marine rules and regulations, including the keeping to the right rule and the power gives way to sail rule.

41.1.16 It is the owner's responsibility to secure all mooring lines and hoses to their respective berths. When a boat is vacating a berth, the lines must not be permitted to float outside the berth in respect of which the boat is registered.

41.1.17 The fuelling of any boat at any point in the marina is strictly prohibited.

41.1.18 Boat tenders must be housed aboard the mother boat while the mother boat is moored in the marina.

41.1.19 When boats are unattended, fuel valves, toilet pumps and gas cocks must be shut off.

41.1.20 All mooring lines must be maintained in good condition. The Body Corporate has the right to install replacement lines and charge the cost against the relevant boat owner. The Body Corporate may do this whenever the manager in his sole discretion considers such lines are in an unsatisfactory condition.

<b>SCHEDULE D</b>	<b>OTHER DETAILS REQUIRED / PERMITTED TO BE INCLUDED</b>
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Regulation Module Requirement - Nil

<b>SCHEDULE E</b>	<b>DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY</b>
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LOT NUMBER	EXCLUSIVE USE AREA
Lot 63 in GRP 101705	Area A1 on Sketched marked "A"
Lot 5 in GTP 1920	Area A2 on Sketched marked "A"
Lot 7 in GTP 1920	Area A4 on Sketched marked "A"
Lot 8 in GTP 1920	Area A3 on Sketched marked "A"
Lot 10 in GTP 1920	Area A8 on Sketched marked "A"
Lot 12 in GTP 1920	Area A7 on Sketched marked "A"
Lot 15 in GRP 2046	Area A5 on Sketched marked "A"
Lot 17 in GRP 2046	Area A6 on Sketched marked "A"
Lot 18 in GRP 2046	Area B8 on Sketch marked "A"
Lot 23 in GRP 2046	Area B4 on Sketch marked "A"
Lot 9 in GTP 1920	Area B2 and B3 on Sketch marked "A"
Lot 36 in GRP 2116	Area B1 on Sketch marked "A"
Lot 37 in GRP 2116	Area B7 on Sketch marked "A"
Lot 31 in GRP 2046	Area B5 on Sketch marked "A"
Lot 51 in GRP 101705	Area C1 on Sketch marked "B"
Lot 3 in GRP 1920	Area C2 on Sketch marked "B"
Lot 53 in GRP 101705	Area C3 on Sketch marked "B"
Lot 54 in GRP 101705	Area C4 on Sketch marked "B"

Lot 55 in GRP 101705	Area C5 on Sketch marked "B"
Lot 63 in GRP 101705	Area C6 on Sketch marked "B"
Lot 58 in GRP 101705	Area C7 on Sketch marked "B"
Lot 60 in GRP 101705	Area C8 on Sketch marked "B"
Lot 57 in GRP 101705	Area C9 on Sketch marked "B"
Lot 56 in GRP 101705	Area C10 on Sketch marked "B"
Lot 6 in GRP 1920	Area D3 on Sketch marked "C"
Lot 4 in GRP 1920	Area D4 on Sketch marked "C"
Lot 2 in GRP 1920	Area D2 on Sketch marked "C"
Lot 11 in GRP 1920	Area D1 on Sketch marked "C"

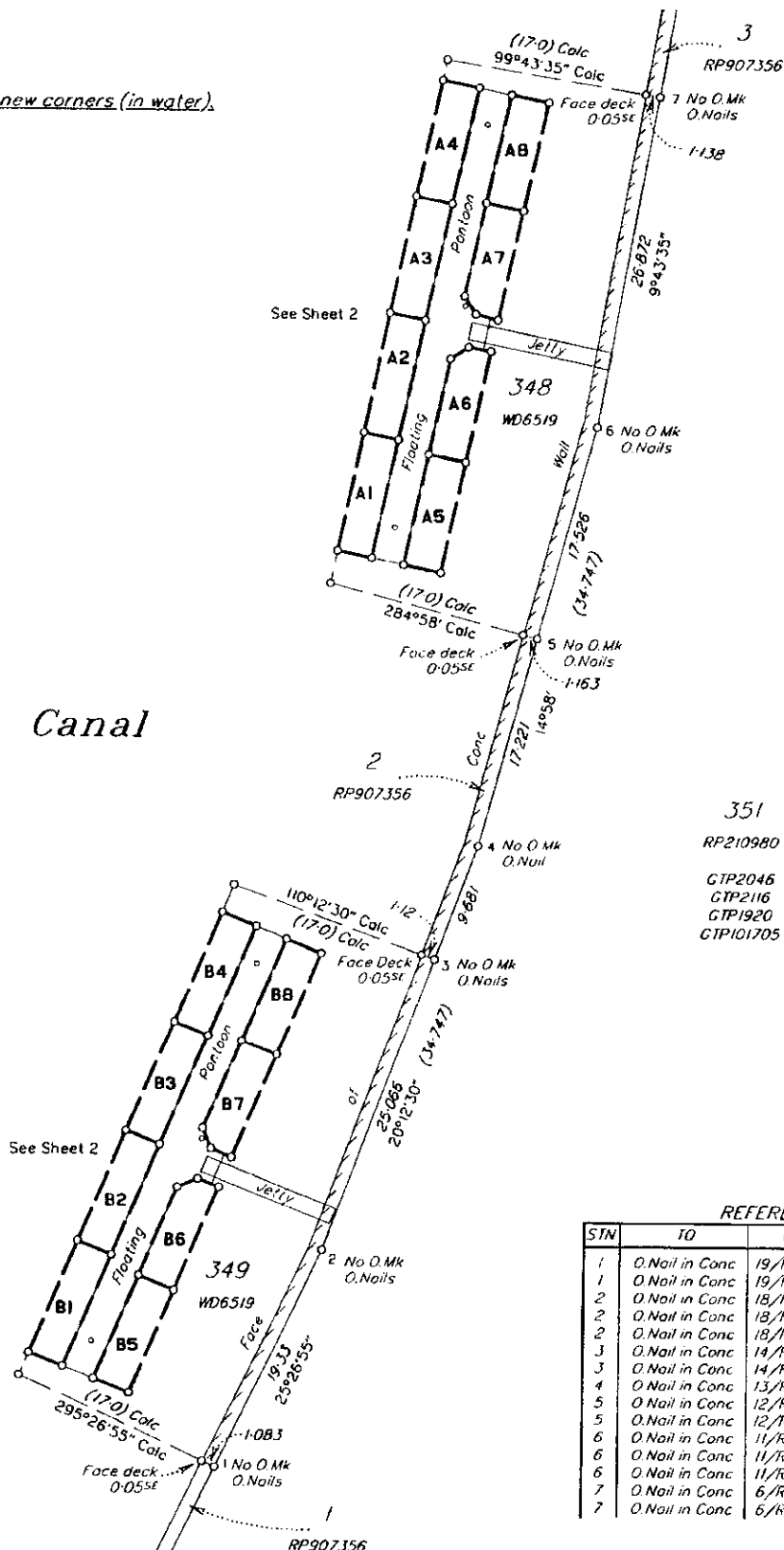


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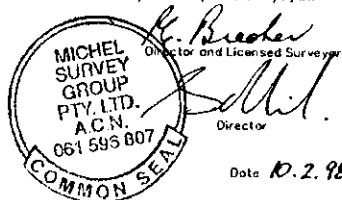
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# REFERENCE MARKS

STN	TO	ORIGIN	BEARING	DIST
1	O. Nail in Conc	19/RP907356	135°20'10"	0.016
1	O. Nail in Conc	19/RP907356	48°31'	0.112
2	O. Nail in Conc	18/RP907356	48°34'20"	0.112
2	O. Nail in Conc	18/RP907356	28°53'20"	5.03
2	O. Nail in Conc	18/RP907356	20°30'	10.11
3	O. Nail in Conc	14/RP907356	104°41'	0.008
3	O. Nail in Conc	14/RP907356	43°14'30"	0.125
4	O. Nail in Conc	13/RP907356	82°39'	0.008
5	O. Nail in Conc	12/RP907356	36°01'	0.009
5	O. Nail in Conc	12/RP907356	37°23'40"	0.136
6	O. Nail in Conc	11/RP907356	75°53'30"	0.006
6	O. Nail in Conc	11/RP907356	36°06'50"	0.132
6	O. Nail in Conc	11/RP907356	49°31'30"	0.86
7	O. Nail in Conc	6/RP907356	69°58'	0.016
7	O. Nail in Conc	6/RP907356	34°46'	0.126

MICHEL SURVEY GROUP PTY. LTD. ACN 061 596 807 hereby certify that the Company has surveyed the land comprised in this plan by Philip George Brooker, Licensed Surveyor and Ian Keith Barrett, Surveying Associate for whose work the company accepts responsibility, that the plan is accurate, that the said survey was performed in accordance with the Surveyors Act 1877 and the Surveyors Regulation 1992 and that the said survey was completed on 4/2/98



This plan is of an Exclusive Use Survey only, and as such is not examined for registration. It is lodged with the Department of Natural Resources for survey information only, in accordance with the Surveyors Regulation 1992. No responsibility can therefore be accepted for any future difference in boundary definition, which may result from resurveys of adjoining lands or subsequent registration of new survey plans



**MICHEL SURVEY GROUP**  
PTY. LTD.  
ACN 061 596 807

LAND AND HYDROGRAPHIC SURVEYING  
PROPERTY CONSULTANTS  
REGISTERED QUEENSLAND NEW SOUTH WALES

TELEPHONE 07 5530 8244  
FACSIMILE 07 5530 5117  
EMAIL djp@melchelsurvey.com.au

3rd level 50 Cavill Avenue Surfers Paradise Queensland 4217

## PLAN OF EXCLUSIVE USE AREAS A1-A8 & B1-B8 in Lots 348 & 349 on Plan WD6519 Respectively

ORIGINAL

Original Plan :

WD6519

LEVEL :

-

MERIDIAN	MAP REF	SCALE	CHECKED	Q.T.	FILE REF
Vide RP907356	TM Anglers Paradise	1:400	IKB	APB	3959-05, JJ

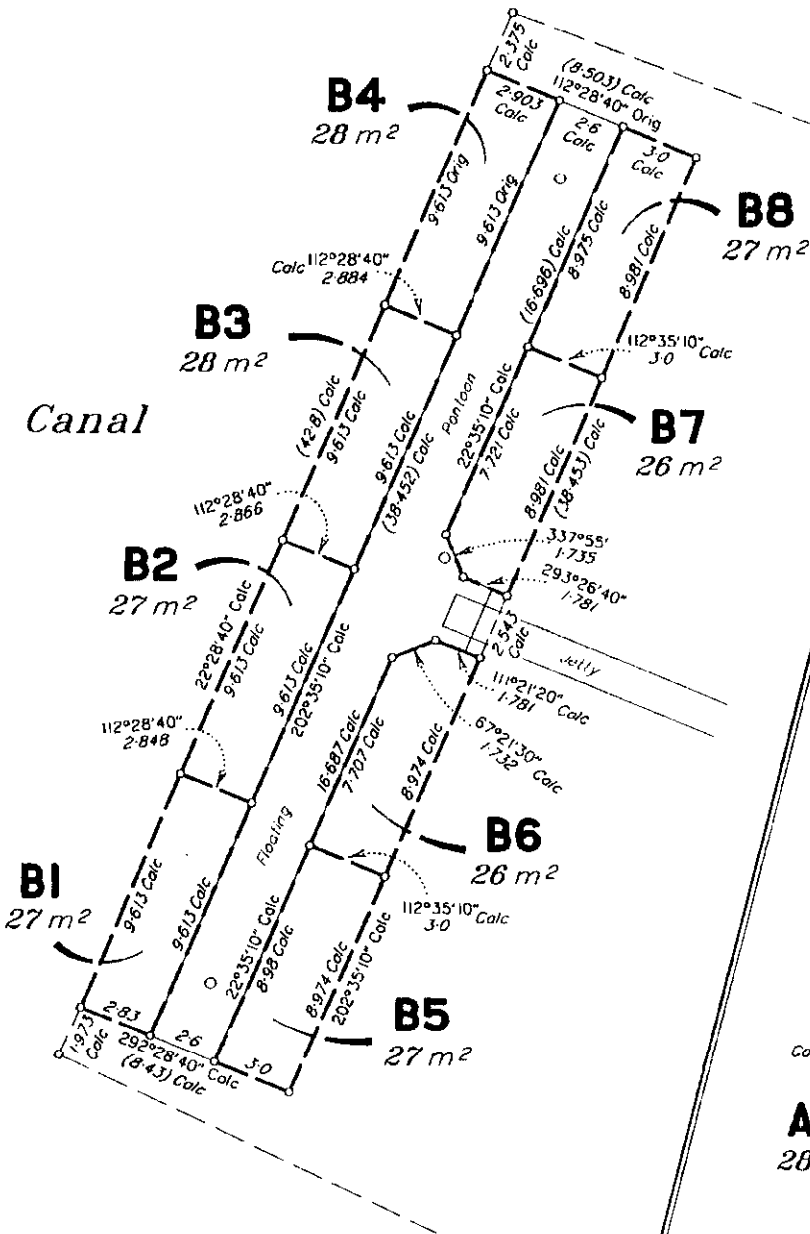
**PARISH** BARROW  
**COUNTY** Ward  
**TOWN/LOCALITY** RUNAWAY BAY  
**LOCAL GOVERNMENT** City of Gold Coast.



IS144457

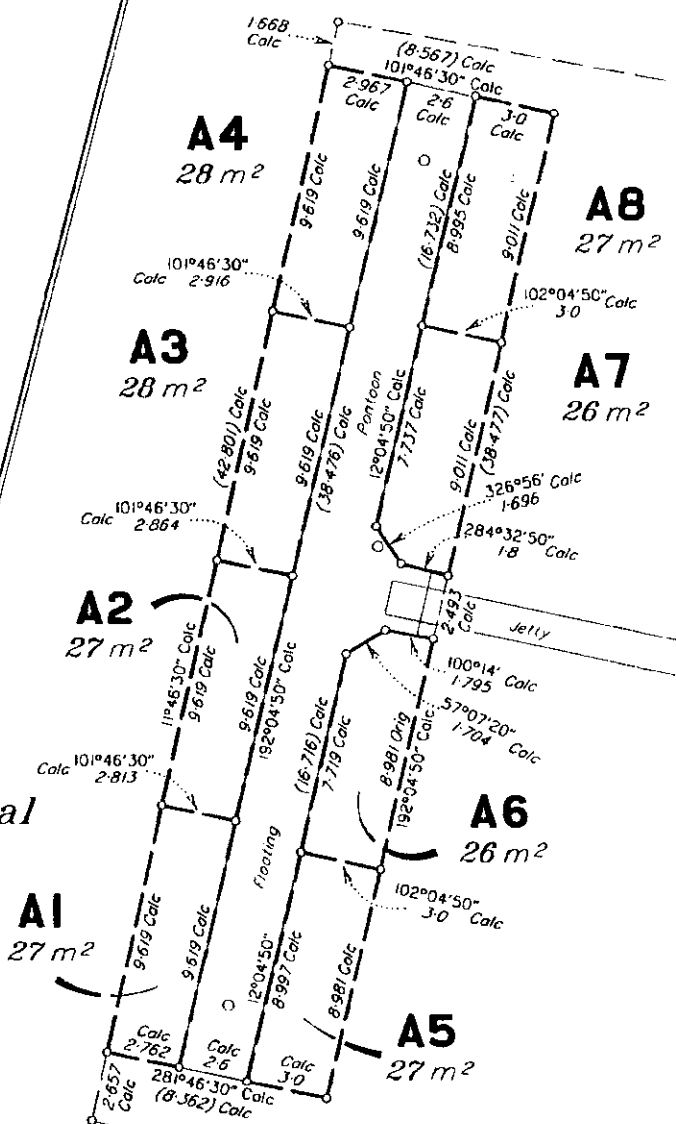
Canal

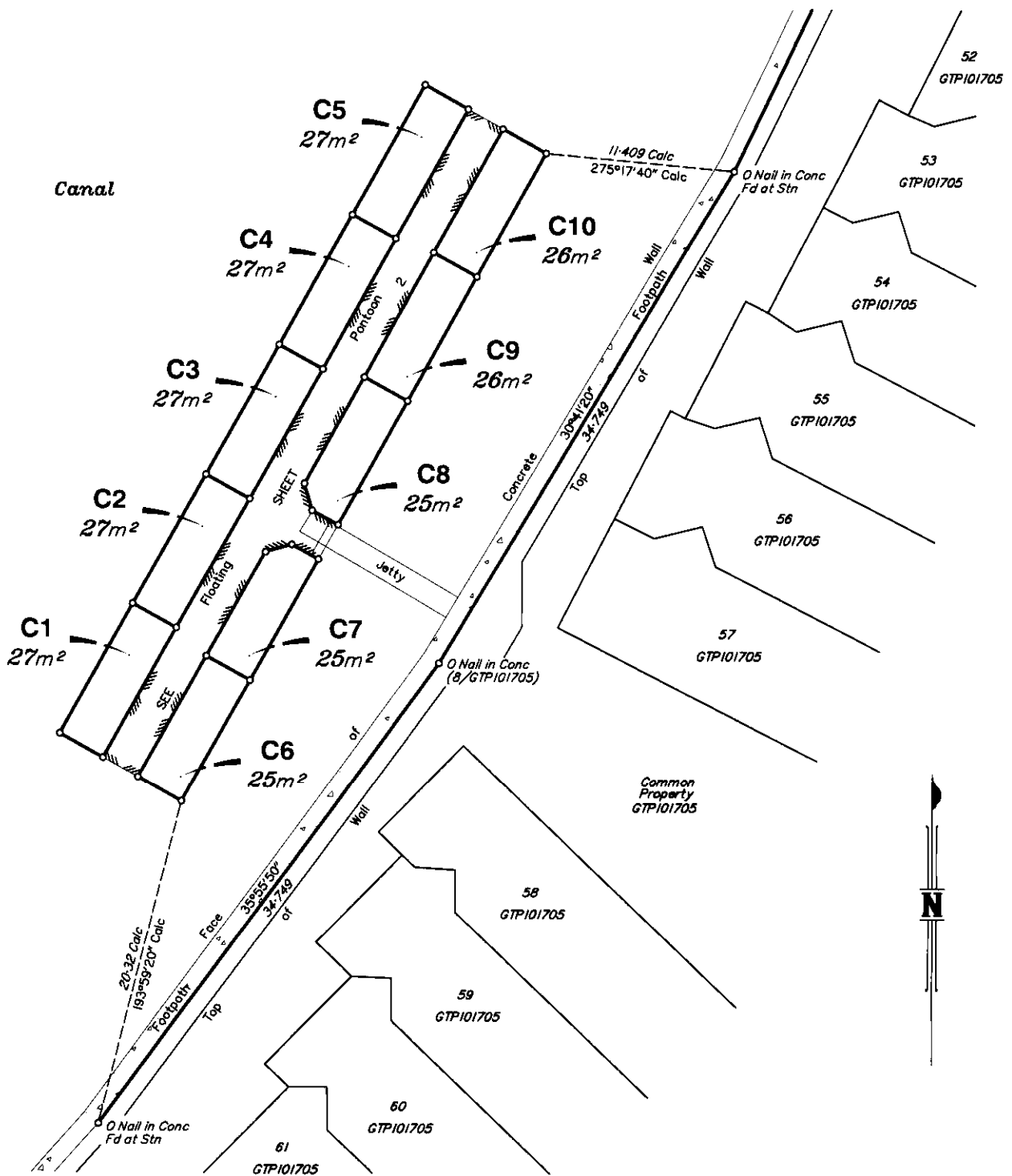
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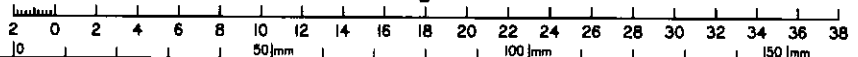
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Canal





Scale 1:250 - Lengths are in Metres.



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Beenleigh Professional Centre  
Cnr Manika & Cameron Streets  
BEENLEIGH Q. 4207  
ACN 010 752 388

P.O. Box 362 BEENLEIGH 4207  
Telephone: (07) 3607 3333  
Mobile: (0417) 987 077  
Fax: (07) 3607 5441  
Email: mal@gassman.com.au



**Plan showing Allocation of Moorings  
Exclusive Use Area in Canal adjoining  
Common Property of Community  
Title Scheme CTS20870**

ORIGINAL Por. 18V

**PARISH** ..... **BARROW** .....  
**COUNTY** ..... **Ward** .....  
**TOWN / LOCALITY** ..... **RUNAWAY BAY** .....  
**LOCAL GOVERNMENT** ..... **Gold Coast C.C.** .....

4370-07-02

GASSMAN DEVELOPMENT PERSPECTIVES Pty. Ltd. (ACN 010 752 388) hereby certify that the details shown on this sketch plan are correct.

*[Signature]*  
Director

Date: 23-06-23

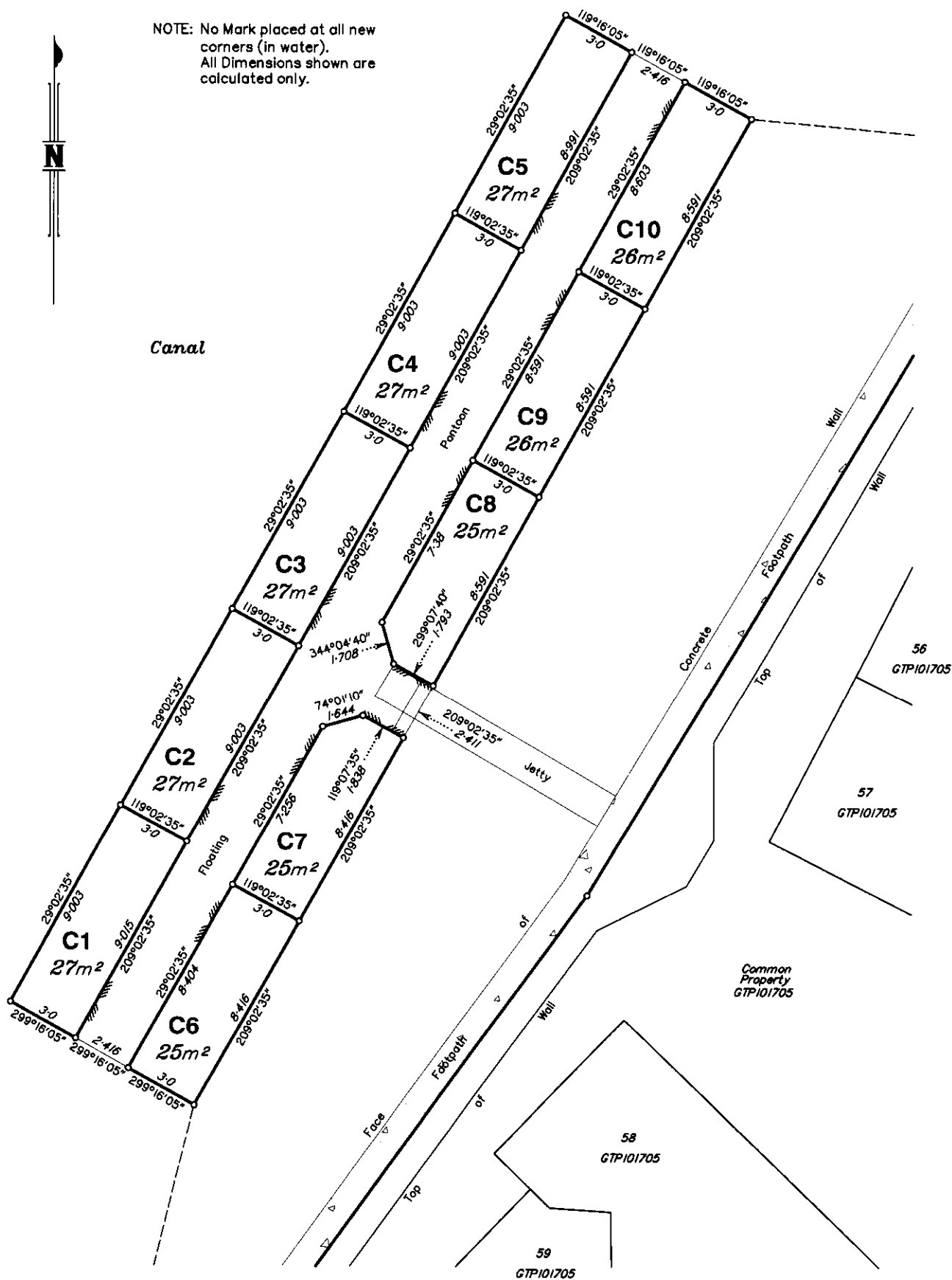
MERIDIAN	MAP REF	SCALE	SURVEYED	ARCHIVED
GTP101705	9542-22431	1:250	AFM 11-05-2007	

4370-07

NOTE: No Mark placed at all new corners (in water).  
All Dimensions shown are calculated only.



Canal



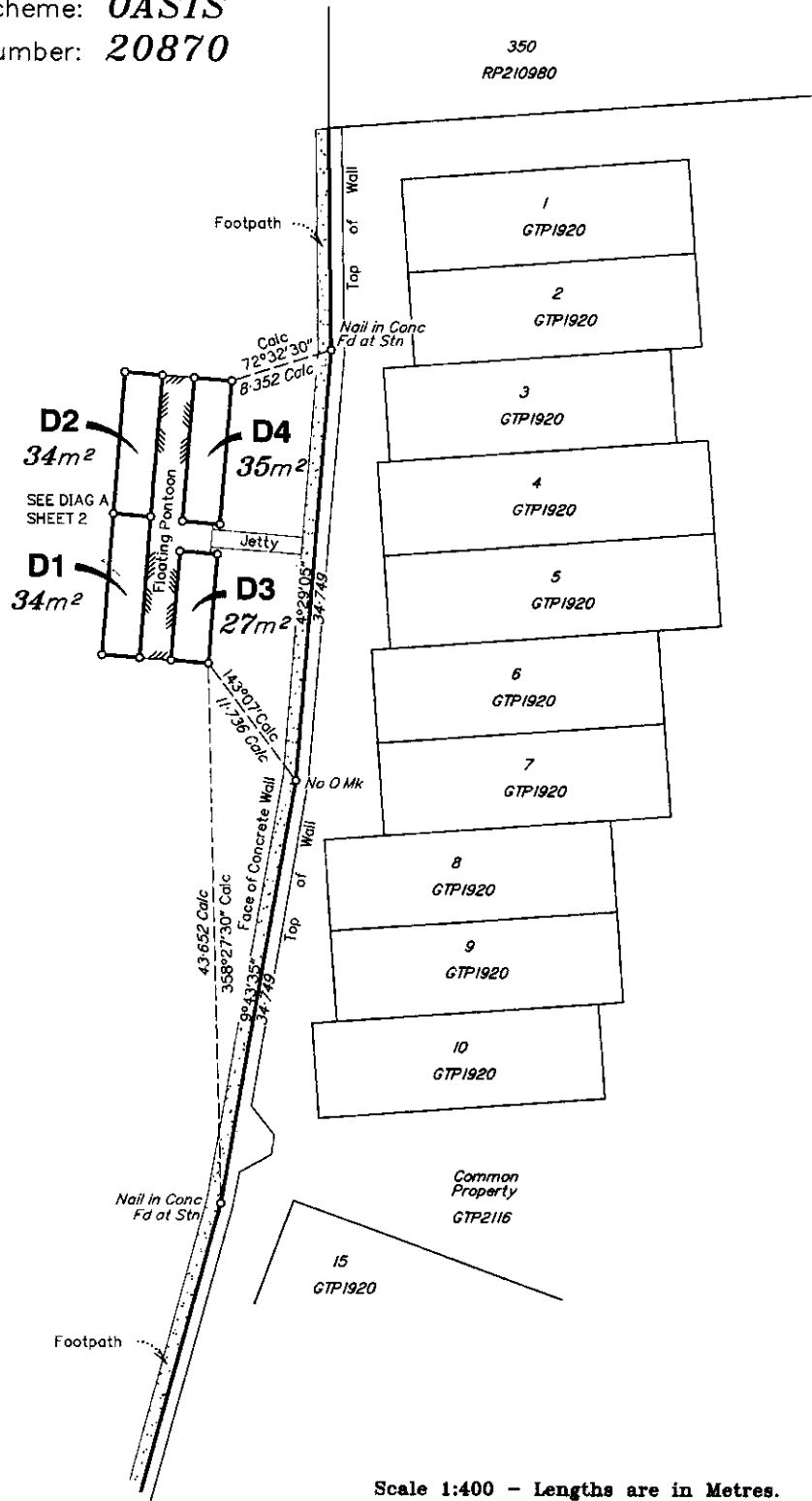


Community Title Scheme: **OASIS**  
CMS Number: **20870**

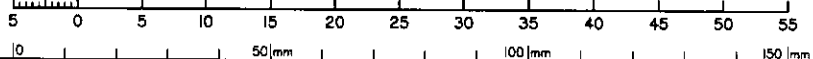
Sheet 1 of 2



Canal



Scale 1:400 - Lengths are in Metres.



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perspectives**

planning  
design  
environment  
survey

Gold Coast & Logan Office  
Access Business Park  
76 Business Street  
YATALA Q. 4207

Brisbane & Regional Office  
Access Business Park  
76 Business Street  
YATALA Q. 4207

P.O. Box 392 BENDLEIGH 4207  
Telephone: (07) 3807 3333  
Mobile: (0417) 887 077  
Fax: (07) 3287 5461  
Email: [info@gassman.com.au](mailto:info@gassman.com.au)  
ACN 010 752 388



GASSMAN DEVELOPMENT PERSPECTIVES Pty. Ltd.  
(ACN 010 752 388) certify that the details shown on  
this sketch plan are correct.

Date **28.5.09**

*[Signature]*  
Director

**Plan showing Allocation of Moorings  
Exclusive Use Area in Canal adjoining  
Common Property of Community Title  
Scheme CTS 20870.**

ORIGINAL *Por 18V*

MERIDIAN GTP101705	MAP REF 9542-22431	SCALE <b>1:400</b>	SURVEYED PJY 13-05-2009
-----------------------	-----------------------	-----------------------	-------------------------------

PARISH **BARROW**  
COUNTY **Ward**  
TOWN / LOCALITY **RUNAWAY BAY**  
LOCAL GOVERNMENT **GOLD COAST C.C.**

**4370-07-03**

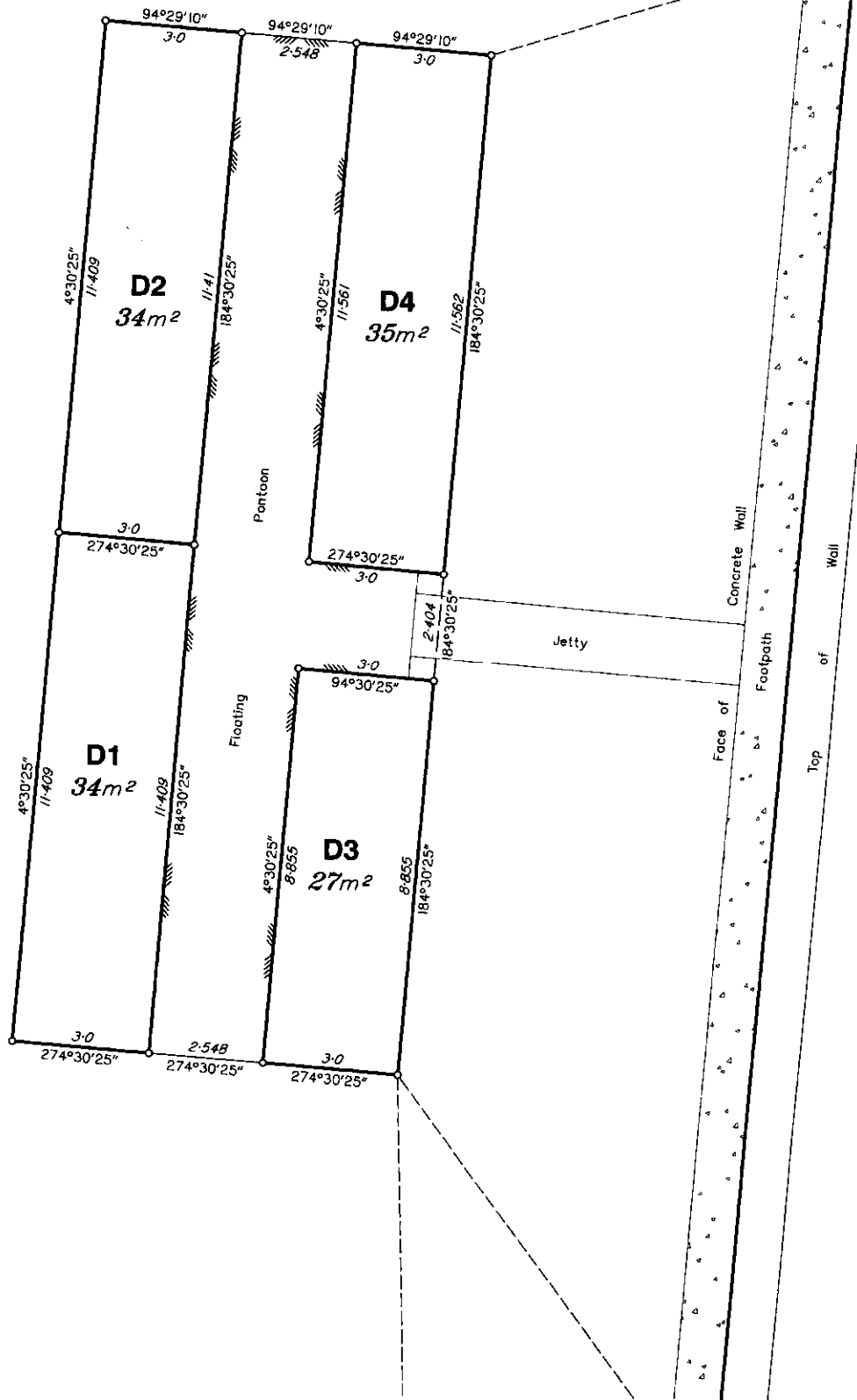
4370-07

NOTE: No Mark placed at all new corners (in water).  
All Dimensions shown are calculated only.



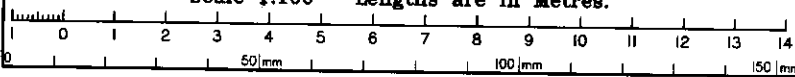
**DIAGRAM A**  
Scale 1:100

Canal



Common  
Property  
GTP2116

Scale 1:100 - Lengths are in Metres.



Insert  
Plan  
Number 4370-07-03

4370-07