

THIS STATEMENT MUST BE LODGED TOGETHER WITH A FORM 14 GENERAL REQUEST AND IN THE CASE OF A NEW STATEMENT MUST BE LODGED WITHIN THREE (3) MONTHS OF THE DATE OF CONSENT BY THE BODY CORPORATE

This statement incorporates and must include the following:

Office use only
CMS LABEL NUMBER

- 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

MARIA CREEK ESTATE COMMUNITY TITLES SCHEME 25253

2. Regulation module

Standard Module

3. Name of body corporate

BODY CORPORATE FOR MARIA CREEK ESTATE COMMUNITY TITLES SCHEME 25253

4. Scheme land

Lot on Plan Description	County	Parish	Title Reference
Lots 1 to 9 on SP 101512	Nares	Hull	50209264-
Common Property of Maria Creek			50209272
Estate CTS 25253			50209263

5. #Name and address of original owner

NOT APPLICABLE

6. Reference to plan lodged with this statement

NOT APPLICABLE

first community management statement only

7. Local Government community management statement notation

..... signed

NOT APPLICABLE..... name and designation

.....name of Local Government

8. Execution by original owner/Consent of body corporate

/ /
Execution Date

.....
***Execution**

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

Privacy Statement

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

Title Reference

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 1 on SP 101512	100	125
Lot 2 on SP 101512	100	125
Lot 3 on SP 101512	100	125
Lot 4 on SP 101512	100	125
Lot 5 on SP 101512	100	100
Lot 6 on SP 101512	100	75
Lot 7 on SP 101512	100	75
Lot 8 on SP 101512	100	75
Lot 9 on SP 101512	100	75
TOTALS	900	900

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

NOT APPLICABLE

SCHEDULE C BY-LAWS

1. DEFINITIONS

- “Approval” means written approval
- “Body Corporate” includes any authorised Committee of the Body Corporate
- “Consent” means “consent in writing”
- “Estate” means the whole of the land included in the Maria Creek Estate Community Titles Scheme
- “Invitee” means any person permitted to come on to the Estate by an Occupier, e.g. a visitor
- “Occupier” means the person in lawful occupation of the Lot at any time including the Lot Owner when the Lot Owner is in occupation of the Lot or the Lot is unoccupied
- “Owner” means a Lot Owner.

2. NOISE

- 2.1 The 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.
- 2.2 Occupiers leaving or returning to lots late at night or early in the morning must do so with minimum noise.
- 2.3 The Occupier of a Lot must take reasonable steps to ensure that his invitees do not behave in a way likely to interfere with the peaceful enjoyment of another Lot or Common Property.

Title Reference

3. OBSTRUCTION/NUISANCE

3.1 An Occupier must not cause a nuisance or act in such a way as to interfere with the peaceful enjoyment of a person lawfully on another Lot or the Common Property.

4. EXCLUSIVE USE

4.1 Each Occupier will have Exclusive Use of the Common Property bounding the Lot of the Occupier as defined in the Sketch Plan marked "A" attached hereto. This area may be used for paths, driveways, swimming pool, tennis court, gardens, shade house and any other purpose permitted in writing by the Body Corporate.

5. APPEARANCE OF LOTS AND EXCLUSIVE USE AREA

5.1 Each Occupier must keep his Lot and Exclusive Use Area neat and tidy with lawns mown and vegetation such as shrubs, palms etc. attractively maintained.

5.2 No rubbish, timber or iron cladding is to be left on the Lots or Exclusive Use areas, excepting when a house or other structure is in the building phase, or with the consent in writing of the Body Corporate.

5.3 If an Occupier does not keep the Lot or Exclusive Use Area in a neat and tidy manner the Body Corporate shall be entitled to clean up the Lot or Exclusive Area and recover the cost of the clean up from the Owner.

6. DAMAGE TO THE COMMON PROPERTY

6.1 An Occupier must not without having obtained the prior consent in writing of the Body Corporate:-

(i) damage any Common Property;

(ii) damage or interfere with any roadway or access way or any plants, water, electrical or other services or any lights signs or any other improvements on the Common Property;

(iii) alter any contours of any part of the Common Property.

6.2 An Owner of a Lot will be liable to compensate the Body Corporate for all damage to Common Property caused by Occupiers and invitees of that Owner's Lot.

7. BEHAVIOUR OF INVITEES

7.1 Occupiers must take all reasonable steps to ensure that their invitees abide by the by laws and do not behave in a manner likely to interfere with the peaceful enjoyment of persons lawfully on another Lot or using the Common Property.

8. STORAGE OF FLAMMABLE MATERIALS

8.1 The Occupier of a Lot must not bring to, or keep on a Lot anything, which increases the rate of fire insurance on the Scheme land, or which may conflict with the insurance policy on the Scheme Land.

8.2 The Occupier of a Lot must not store a flammable substance on the Lot unless the substance is used or intended for domestic purposes.

8.3 This section does not apply to the storage of fuel in the fuel tank of a vehicle, boat or combustion engine.

9. FIRES

9.1 An Occupier must not light a fire on any part of the Common Property, and must take all reasonable steps to prevent the escape of fire from the Lot onto the Common Property or adjoining Lots.

10. GARBAGE DISPOSAL

10.1 An Occupier must:-

Title Reference

- (i) Comply with all local government local laws about disposal of garbage.
- (ii) Ensure that the garbage bins are not left on the common property for longer than 24 hours.
- (iii) Store garbage bins on their Lot out of sight of through traffic and other Lots

11. USE OF LOTS

- 11.1 An Owner or Occupier must not use or permit an Occupier to use a Lot for any illegal, unlawful or immoral purpose.
- 11.2 An Owner must –
- (i) use the Lot for residential purposes only;
 - (ii) not use or permit the Lot or any part of the Lot, to be used for any business or commercial purpose, including but not limited to bed and breakfast accommodation and short-term holiday rentals without the consent in writing of the Body Corporate.
- 11.3 No temporary living or camping in caravan, tents, sheds or otherwise will be permitted without the consent of the Body Corporate.
- 11.4 All vehicles, boats, machinery and the like are to be stored in garages.
- 11.5 Each Owner must ensure that the Lot of that Owner is kept and maintained so as not to allow infestation of vermin or insects or to be offensive to other Occupiers.
- 11.6 An owner must ensure the improvements on the Lot of that Owner, which are visible from the Common Property, are kept in good and substantial repair, order and condition.

12. CONTROL OF CONSTRUCTION ON LOTS

12.1 No construction is to occur on any lot unless the following conditions have been complied with:

- (i) The owner has obtained all required approvals from the Local Authority;
- (ii) The owner has obtained the approval of the Body Corporate to the proposed construction.

12.2 The "front" design of each house shall face the roadway.

12.3 The consent of the Body Corporate must be obtained before any plans are submitted to the Local Authority in respect of the proposed construction and before any construction is commenced. For the purpose of this By Law "plans" shall include drawings showing floor plan, site plan, elevation plans in sufficient detail that the committee can properly determine whether the proposed construction is comparable in quality and appearance to other houses in the scheme.

12.4 The approval of the body corporate shall not be withheld for any structure including a dwelling house unless in the opinion of the Body Corporate it is substantially inferior in quality and appearance to other houses in the scheme.

12.5 Each owner will ensure that all utility services such as water, power and phone which serve the lot will be by underground installation only at the owner's expense. Water meters must be attached at the tapping bands.

12.6 The construction of unusually large steel clad sheds or garages is prohibited to the intent that the size and appearance of any such sheds or garages must be consistent with what would be considered normal in a residential area.

12.7 House floor levels to be min AHD 3.65 as set by Council.

12.8 The body corporate must not approve plans which it considers to be for the construction of a duplex, dual occupancy, town house or other multiple style dwelling on any lot.

13. ACCESS TO MARIA CREEK

Title Reference

13.1 Only Lot Owners or Occupiers shall have access to the creek through the Estate and no Lot Owner or Occupier shall give permission to any other persons to access the creek through the Estate.

14. PETS/ANIMALS

14.1 Subject to Section 143 of the Act an occupier of a Lot must not, except with the consent in writing of the Body Corporate bring or keep any animal, including dogs or cats, on a Lot or common property.

14.2 The Body Corporate may require by Notice to Occupier the permanent removal of any animal from the Estate which in the opinion of the Body Corporate is a source of nuisance to any Occupier of the Estate.

14.3 No invitee is to bring an animal on to the Estate.

15. INSURANCE

15.1 The Body Corporate must obtain and maintain Public Risk Insurance and Work Cover as required by the Act.

16. BREACHES OF BY LAWS

16.1 Without restricting the powers of the Body Corporate or the Body Corporate under the Act to enforce these by-laws, the Body Corporate may give a notice in writing to the owner of a Lot specifying any breach of these by-laws by that Owner, or other person for whose conduct the Owner concerned, is responsible, and requiring the Owner concerned to remedy the breach within a reasonable period which may be specified in the notice. If the Owner to whom the notice is given fails to remedy the breach to the satisfaction of the Body Corporate within that time, or within such further time as the Body Corporate may in its discretion allow, the Body Corporate may take such steps as it considers necessary to cause the breach to be remedied, and the cost incurred by the Body Corporate shall be immediately reimbursed on demand, by the Owner concerned, and if not so reimbursed the cost shall be a debt immediately due and recoverable as a liquidated sum from the Owner concerned and until paid shall attract interest at the contract rate determined from time to time by the Queensland Law Society for the purpose of having a rate of interest to apply to moneys due under a Contract for the sale of residential land in Queensland and if no such rate is in existence then at the rate of fifteen percent (15%) per annum.

17. INTERPRETATION

17.1 Where the context allows and the sense requires:

- (i) words in the singular shall be deemed to include also the plural and words in the plural shall be deemed also to include the singular;
- (ii) words importing the masculine shall be deemed also to include the feminine;
- (iii) the word "he" shall be deemed also to include a corporation.

17.2 Where these By-Laws impose obligations on an Occupier, then in circumstances where the Occupier is not the Lot Owner the Lot Owner must take all reasonable steps open to the Lot Owner to ensure that the Occupier complies with the obligations imposed by these By-Laws.

17.3 Where any prohibitions or obligations are imposed on an Occupier all persons who are lawfully residing in a Lot shall be deemed to be subject to the same prohibitions or obligations.

17.4 Any right or privilege extended to a Lot Owner or Occupier by these By-Laws shall extend to all persons who are lawfully residing in the Lot of a Lot Owner.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

Not applicable

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

**SCHEDULE / ENLARGED PANEL /
ADDITIONAL PAGE / DECLARATION**

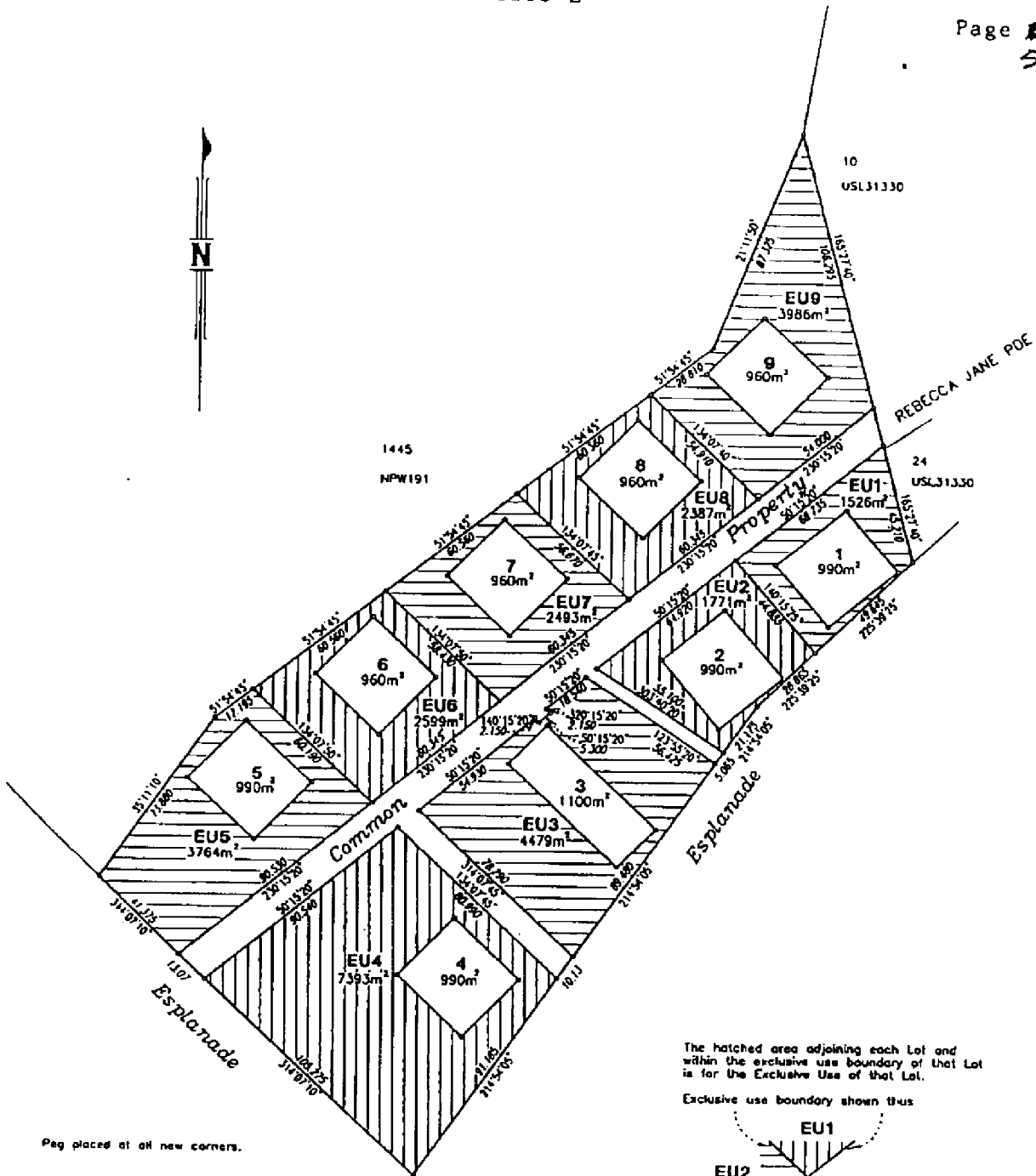
Title Reference

Lot Number	Area of Exclusive use allocated
Lots 1 to 9 on SP 101512	Areas marked EU1 to EU9 inclusive on sketch marked "A".

Title Reference

SURVEY PLAN 'A'
Schedule E

1 1
Page 5



The hatched area adjoining each Lot and within the exclusive use boundary of that Lot is for the Exclusive Use of that Lot.

Exclusive use boundary shown thus



Peg placed at all new corners.

I, the undersigned, being duly sworn, certify that I have surveyed the land depicted in this plan pursuant to the provisions of the Survey Act 1977 and the Survey Regulations 1997 and that the said survey was completed on

[Signature]
27/11/1997
Licensed Surveyor
Date

<p>Community Title Scheme "MARIA CREEK ESTATE"</p> <p>Exclusive Use Zones Within the Common Property and associated with Lots 1-9 on SP 101512</p> <p>PARISH: <i>Hull</i> COUNTY: <i>Nares</i></p> <p>Meridian: <i>AMG Vide SP 101512</i></p>		Scale: <i>1:1500</i>
		Format: <i>SKETCH PLAN</i>
<p>Plan Status</p>		