



This statement incorporates and must include the following:

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

- 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

Office use only
CMS LABEL NUMBER

1. Name of community titles scheme Sailfish Point Community Titles Scheme 20973	2. Regulation module Accommodation Module								
3. Name of body corporate Body Corporate for Sailfish Point Community Titles Scheme 20973									
4. Scheme land <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Lot on Plan Description</th> <th style="width: 20%;">County</th> <th style="width: 20%;">Parish</th> <th style="width: 30%;">Title Reference</th> </tr> </thead> <tbody> <tr> <td colspan="4">See Enlarged Panel</td> </tr> </tbody> </table>		Lot on Plan Description	County	Parish	Title Reference	See Enlarged Panel			
Lot on Plan Description	County	Parish	Title Reference						
See Enlarged Panel									
5. Name and address of original owner # Not applicable	6. Reference to plan lodged with this statement Not applicable								

first community management statement only

7. Local Government community management statement notation
 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

Execution Date

21 / 5 / 07

x PIS
SEA



***Execution**

Chairperson

Committee Member

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

Privacy Statement

The information from this form is collected under the authority of the Body Corporate and Community Management Act 1997 and is used for the purpose of maintaining the publicly searchable registers in the land registry.

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 1 on GTP 1763	42	42
Lot 2 on GTP 1763	38	38
Lot 3 on GTP 1763	39	39
Lot 4 on GTP 1763	59	59
Lot 5 on GTP 1763	55	55
Lot 6 on GTP 1763	55	55
Lot 7 on GTP 1763	55	55
Lot 8 on GTP 1763	55	55
Lot 9 on GTP 1763	55	55
Lot 10 on GTP 1763	55	55
Lot 11 on GTP 1763	55	55
Lot 12 on GTP 1763	55	55
Lot 13 on GTP 1763	55	55
Lot 14 on GTP 1763	57	57
Lot 15 on GTP 1763	55	55
Lot 16 on GTP 1763	55	55
Lot 17 on GTP 1763	55	55
Lot 18 on GTP 1763	55	55
Lot 19 on GTP 1763	55	55
Lot 20 on GTP 1763	55	55
Lot 21 on GTP 1763	55	55
Lot 22 on GTP 1763	39	39
Lot 23 on GTP 1763	37	37
Lot 24 on GTP 1763	38	38
Lot 25 on GTP 1763	38	38
Lot 26 on GTP 1763	37	37
Lot 27 on GTP 1763	37	37
Lot 28 on GTP 1763	37	37
Lot 29 on GTP 1763	38	38
Lot 30 on GTP 1763	42	42
Lot 32 on GRP 1797	55	55
Lot 33 on GRP 1797	55	55
Lot 34 on GRP 1797	55	55
Lot 35 on GRP 1797	55	55
Lot 36 on GRP 1797	55	55
Lot 37 on GRP 1797	55	55
Lot 38 on GRP 1797	55	55
Lot 39 on GRP 1797	55	55
Lot 40 on GRP 1797	55	55
Lot 41 on GRP 1797	55	55
Lot 42 on GRP 1797	55	55
Lot 43 on GRP 1797	55	55
Lot 44 on GRP 1797	55	55

Lot 45 on GRP 1797	55	55
Lot 46 on GRP 1797	57	57
Lot 47 on GRP 1797	100	100
Lot 48 on GRP 1797	37	37
Lot 49 on GRP 1797	37	37
Lot 50 on GRP 1797	37	37
Lot 51 on GRP 1797	37	37
Lot 52 on GRP 1797	40	40
Lot 53 on GRP 1797	38	38
Lot 54 on GRP 1797	37	37
Lot 55 on GRP 1797	38	38
Lot 56 on GRP 1797	37	37
Lot 57 on GRP 1797	37	37
Lot 58 on GRP 1797	40	40
Lot 59 on GRP 1797	80	80
Lot 60 on GRP 1797	57	57
Lot 61 on GRP 1797	55	55
Lot 62 on GRP 1797	55	55
Lot 63 on GRP 1797	55	55
Lot 64 on GRP 1797	55	55
Lot 65 on GRP 1797	55	55
Lot 66 on GRP 1797	55	55
Lot 68 on GRP 1809	40	40
Lot 69 on GRP 1809	37	37
Lot 70 on GRP 1809	37	37
Lot 71 on GRP 1809	38	38
Lot 72 on GRP 1809	38	38
Lot 73 on GRP 1809	38	38
Lot 74 on GRP 1809	38	38
Lot 75 on GRP 1809	40	40
Lot 76 on GRP 1809	38	38
Lot 77 on GRP 1809	48	48
Lot 78 on GRP 1809	39	39
Lot 79 on GRP 1809	37	37
Lot 80 on GRP 1809	38	38
Lot 81 on GRP 1809	38	38
Lot 82 on GRP 1809	37	37
Lot 83 on GRP 1809	39	39
Lot 84 on GRP 1809	40	40
Lot 85 on GRP 1809	39	39
Lot 87 on GRP 1818	42	42
Lot 88 on GRP 1818	38	38
Lot 89 on GRP 1818	37	37
Lot 90 on GRP 1818	37	37
Lot 91 on GRP 1818	38	38
Lot 92 on GRP 1818	41	41

Lot 93 on GRP 1818	37	37
Lot 94 on GRP 1818	37	37
Lot 95 on GRP 1818	57	57
Lot 96 on GRP 1818	55	55
Lot 97 on GRP 1818	55	55
Lot 98 on GRP 1818	55	55
Lot 99 on GRP 1818	55	55
Lot 100 on GRP 1818	55	55
Lot 101 on GRP 1818	55	55
Lot 102 on GRP 1818	55	55
TOTALS	4,751	4,751

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

Not applicable

SCHEDULE C BY-LAWS

1. DEFINITIONS

1.1. Dictionary

Act	means the Body Corporate and Community Management Act 1997.
Body Corporate	has the same meaning as in the Act.
Body Corporate Committee	has the same meaning as in the Act.
Commissioner	has the same meaning as in the Act.
Common Property	has the same meaning as in the Act.
Invitee	any person on the Scheme Land with the permission of an Occupier.
Lot	has the same meaning as in the Act.
Occupier	an Owner of a Lot, a tenant of a Lot, a licensee of a Lot, or any person resident in a LOL
Owner	has the same meaning as in the Act.
Scheme Land	has the same meaning as in the Act.
Window Coverings	curtain, blind, venetian or roller shade.

1.2. Rules for interpretation

In these by-laws unless the context indicates a contrary intention:

- a) words denoting any gender include all genders
- b) the singular number includes the plural and vice versa
- c) a person includes their executors, administrators, successors, substitutes (for example, persons talking by novation) and assignors
- d) words importing persons will include all bodies, associations, trusts, partnerships, instrumentalities and entities corporate or unincorporated, and vice versa
- e) any obligation on the part of or for the benefit of two or more persons will be deemed to bind or benefit as the case may be, any two or more of them jointly and each of them severally
- f) references to any legislation includes any legislation which amends or replaces that legislation
- g) headings are included for convenience only and will not affect the interpretation of these by-laws.
- h) a reference to any thing includes the whole or each part of it, and
- i) in interpreting these by-laws, no rules of construction will apply to the disadvantage of a party because that party was responsible for the drafting of these by-laws or any part of them.

2. NOISE

- (a) An Occupier must not create any noise likely to interfere with the peaceful enjoyment of a person lawfully on another Lot or the Common Property.
- (b) Occupiers leaving or returning to Lots late at night or early in the morning must do so with minimum noise.
- (c) The Occupier must request Invitees leaving after 11pm to leave quietly.

3. VEHICLES

- (a) An Occupier must not park any vehicle upon Common Property except -
 - (i) with the consent in writing of the Body Corporate Committee, or
 - (ii) where authorised by an exclusive use by-law.
- (b) An Occupier, and to the greatest practical extent, an Occupier must ensure his Invitees do not exceed the speed limit of 10 kph on the Common Property roadways.
- (c) Despite by-law 3(a), an Occupier and his Invitees may park a vehicle or vehicles on the Common Property between the painted white line on the side of the internal roadway and the Occupier's own Lot.

4. PRIVATE ROADS AND OTHER COMMON PROPERTY

- (a) The private roadways, pathways, drives and other Common Property and any easement giving access to the Scheme Land shall not be obstructed by any Occupier or their Invitees for any purpose other than the reasonable ingress and egress to and from their respective Lots or the parking areas provided. An Occupier of a lot shall not:
 - (i) Drive or permit to be driven any motor vehicle in excess of two (2) tonnes weight onto or over the Common Property other than such vehicles entitled by any statute and/or local government ordinances.
 - (ii) Permit any Invitee's vehicle to be parked on the roadway forming part of the Common Property at any time. Any Invitees shall park their vehicles in the visitors' parking bays on the Common Property and shall use such area only for its intended purpose of casual parking.
 - (iii) Permit any boat, trailer, caravan, campervan or mobile home onto, over or through the Common Property or on the Scheme Land unless the same is housed in a garage and is not visible from any part of the Common Property.
 - (iv) Permit any occupation of a caravan on a lot.
 - (v) Permit major mechanical work of any nature to be carried out on any vehicle in the driveway of a Lot or on the Common Property.
 - (vi) Permit the riding of skateboards, roller blades, skates, carts or any other similar equipment in driveways or on or over the Common Property.
- (b) Despite by-law 4(a), the Body Corporate Committee may designate certain parts of the Common Property for the purpose of parking of boats and boat trailers by Occupiers. If such areas are designated, then an Occupier may apply to the Body Corporate Committee to park

a boat or boat trailer on the designated area. Any approval given by the Body Corporate Committee may be given on conditions and may be withdrawn at any time by the Body Corporate Committee by giving the Occupier 14 days notice to remove the boat or boat trailer.

5. OBSTRUCTION/NUISANCE

- (a) An Occupier must not obstruct lawful use of Common Property by any other person.
- (b) 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.

6. DEPOSITING RUBBISH, ETC ON COMMON PROPERTY

An Occupier must not deposit or throw upon the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of a person lawfully on another Lot or using the Common Property.

7. GARBAGE DISPOSAL

- (a) The Occupier 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 that purpose, unless the Body Corporate provides for some other way of garbage disposal.
- (b) The Occupier must -
 - (i) comply with all local government local laws about disposal of garbage, and
 - (ii) ensure that in disposing garbage, the hygiene health and comfort of other Occupiers is not adversely affected.

8. DAMAGE TO LAWNS ETC ON COMMON PROPERTY

An Occupier must not -

- (a) damage any Common Property lawn, garden, tree, shrub, plant or flower, or
- (b) use as a garden any portion of the Common Property, except with the consent in writing of the Body Corporate Committee.

9. DAMAGE TO COMMON PROPERTY

- (a) An Occupier must not mark, paint, or drive nails or screws or the like into, or otherwise damage or deface a structure that forms part of the Common Property, except with the consent in writing of the Body Corporate Committee.
- (b) An Occupier must not erect any structure on the Common Property for his own benefit, unless consent has been obtained in accordance with the Act.

10. ALTERATIONS TO LOTS

- (a) The Body Corporate wishes to retain conformity as to style and colour of buildings on both the Common Property and Lots and to maintain a high standard in relation to the external appearance of those buildings. To comply with this by-law, the Body Corporate requires each Owner to repaint the external surface of any buildings on a Lot in the same colours and toning as is consistent with buildings or other improvements on the Common Property. This means that

painting of all buildings (whether on the Common Property or on Lots) must be carried out at the same time.

- (b) An Occupier must not, except with the consent in writing of the Body Corporate Committee -
 - (i) alter the external appearance of a building on any Lot, or -
 - (ii) paint the external surfaces of a building on any Lot.
- (c) To ensure compliance with by-laws 10(a) and (b), the Body Corporate may supply, or engage another person to supply, painting services for the benefit of Owners.
- (d) Where the Body Corporate supplies to an Owner painting services in accordance with by-law 10(c), the Owner must reimburse the Body Corporate for the cost of the service provided by the Body Corporate. The amount owing by the Owner to the Body Corporate is recoverable by the Body Corporate in the same way as it is entitled to recover contributions levied on Owners.
- (e) An Occupier must not erect any fence on a Lot or on the boundary of a Lot and the Common Property, except with the consent in writing of the Body Corporate Committee.
- (f) An Occupier must not make any structural alterations, renovations or additions to the external part of a Lot (including, but not limited to the erection of an aerial, pergola, screen, awning or other outbuilding, the installation of an air conditioning unit, alterations to utility infrastructure or enclosing a balcony), except with the consent in writing of the Body Corporate Committee.

10A. BALUSTRADES

- (a) An owner must keep any balustrades on their lot in good condition.
- (b) In the event that any balustrades on a lot require replacing, the Owner must comply with by-laws 10(b)(l) and 10(f) as well as this by-law 10A.
- (c) In order to preserve uniformity in the external appearance of the scheme, as and when replacement of balustrades is required, such balustrades shall be replaced in accordance with specifications previously submitted by Finesse designs, which comprise a white powder coated aluminium frame with clear glass infill.
- (d) Where the Body Corporate supplies to an owner a service for the supply and installation of balustrades, the Owner must reimburse the Body Corporate for the cost of the service. Any amount owed to the Body Corporate by an Owner in regards to the service is recoverable by the Body Corporate as a debt.

11. WINDOW COVERINGS

An Owner must ensure that Window Coverings are of colours sympathetic to the overall appearance of the Scheme Land and that when viewed from outside the Lot present a uniform appearance.

12. APPEARANCE OF LOTS

- (a) An Occupier must not display any sign, advertisement, placard, banner, pamphlet or like matter on any part of his Lot in such a way as to be visible from another Lot, the Common Property or outside the Scheme Land, except with the consent in writing of the Body Corporate Committee.
- (b) An Occupier must not hang any washing, towel, bedding, clothing or other article (except on clothes lines provided for the purpose of hanging laundry) on any part of his Lot in such a way as to be visible from another Lot, the Common Property or outside the Scheme Land, except

with the consent in writing of the Body Corporate Committee.

13. MAINTENANCE OF LOTS

- (a) Each Owner must ensure his Lot is kept and maintained so as not to allow infestation by vermin or insects or be offensive in appearance to other Occupiers.
- (b) To ensure compliance with by-law 13(a), the Body Corporate may supply, or engage another person to supply, pest control services for the benefit of Owners.
- (c) Where the Body Corporate supplies to an Owner pest control services in accordance with by-law 13(b), the Owner must reimburse the Body Corporate for the cost of the service provided by the Body Corporate. The amount owing by the Owner to the Body Corporate is recoverable by the Body Corporate in the same way it is entitled to recover contributions levied on Owners.
- (d) Each Owner is responsible for the interior maintenance and decoration of his Lot.
- (e) An Owner must ensure all glass (including windows and doors) is kept clean and promptly replaced with glass of the same kind and weight, if cracked or broken.

14. STORAGE OF FLAMMABLE LIQUIDS ETC.

An Occupier must not bring to, do or keep on a Lot anything which increases the rate of fire insurance on the Scheme Land, or which may conflict with any insurance policy upon the Scheme Land.

15. KEEPING ANIMALS

- (1) An owner or occupier of a Lot is not entitled to keep any animal on their Lot.
- (2) A lot owner who already has an approved animal on their Lot may, if the animal was on their Lot prior to the commencement of this By-Law, keep that animal on their Lot but on its death is not entitled to replace that animal.
- (3) Each owner and occupier is absolutely liable to each other owner and occupier and their respective guests and invitees, for any unreasonable nuisance, noise or injury to any person or damage to property caused by any animal kept upon the parcel by that owner or occupier.
- (4) Each owner and occupier is absolutely responsible to clean up after any animal kept upon the parcel by that owner or occupier.

16. BEHAVIOUR OF INVITEES

- (a) 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 a person lawfully on another Lot or the Common Property.

17. USE OF RECREATIONAL FACILITIES

- (a) An Occupier must not use any recreational facilities on the Common Property between 9pm and 7am, except with the consent in writing of the Body Corporate Committee.
- (b) Despite by-law 17(a), the hours of use for the swimming pool and spa will be as follows:
 - (i) From 1 May to 15 October in each year — 7.00a.m to 7.00.p.m.
 - (ii) At all other times — 7.00.a.m. to 9.00.p.m.

18. USE OF LOTS

- (a) Each Lot must be used for residential purposes only and not for any illegal, unlawful or immoral purpose.
- (b) Despite by-law 18(a), a Lot nominated by the Body Corporate Committee from time to time may be used for the purposes set out in by-law 18(c).
- (c) The Body Corporate may enter, into an agreement with a person or corporation relating to the carrying on from within the Scheme Land the business of a real estate agency for the letting of Lots on the Scheme Land, including the provision of all other associated services commonly rendered in connection with such business. Such an agreement may form, part of an agreement which relates to the management or caretaking of the Scheme Land and which provides for remuneration to be payable by the Body Corporate.

19. HOUSE RULES

The Body Corporate Committee may make house rules concerning the Common Property and in particular the recreational facilities, however the house rules must not be inconsistent with these by-laws. The house rules are to be displayed on the Body Corporate's notice board or other areas of the Common Property.

20. PONTOON

(a) Definitions

In this by-law the following definitions apply —

Boat includes any marine vessel not exceeding 7 metres and all fixtures and fittings.

Lease means —

- (i) the Lease granted to the Body Corporate of the pontoon
- (ii) any Lease granted to the Body Corporate in substitute of the Lease referred to in (i), and
- (iii) any Lease granted to the Body Corporate immediately upon the Lease referred to in (i) expiring or terminating.

(b) Obligations of Occupier

- (i) An Occupier must not, except with the consent in writing of the Body Corporate Committee moor a Boat at the pontoon for more than two hours or store any items on the pontoon.
- (ii) If an Occupier or their invitees damages the pontoon, then the Occupier must immediately notify the Body Corporate Committee of the damage and the circumstances surrounding the damage to the pontoon.
- (iii) If any damage to the pontoon is caused by the Occupier, then the Body Corporate is entitled to recover the cost of the damage from the Occupier.
- (iv) An Occupier must comply with all of the terms and conditions of the Lease.
- (v) An Occupier is solely responsible for his Boat moored at the pontoon.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

Nil

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

Not Applicable