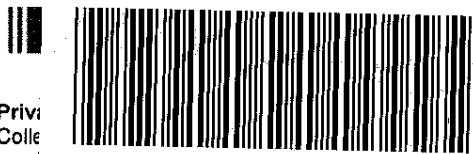


9699 QUEENSLAND TITLES REGISTRY
Land Title Act 1994, Land Act 1994 and Water Act 2000

GENERAL REQUEST

Form 14 Version 4
Page 1 of 1

Duty Imprint



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1. Nature of request

Request to record new community management statement for Elysium Noosa Community Titles Scheme 37939

Lodger (Name, address & phone number)

McCullough Robertson Lawyers
66 Eagle Street
BRISBANE QLD 4000
Phone: (07) 3233 8888
Our ref: 154504-00093

Lodger Code

BE026A

2. Lot on Plan Description

Common Property for Elysium Noosa Community Titles Scheme 37939

County

March

Parish

Weyba

Title Reference

50707082

3. Registered Proprietor/State Lessee

Body Corporate for Elysium Noosa Community Titles Scheme 37939

4. Interest

Not applicable

5. Applicant

Body Corporate for Elysium Noosa Community Titles Scheme 37939

6. Request

I hereby request that: the new Community Management Statement deposited herewith which amends Schedule D (items 5 and 6) of the existing Community Management Statement be recorded as the Community Management Statement for Elysium Noosa Community Titles Scheme 37939

7. Execution by applicant

Matthew Graham Loader, Solicitor

01/07/2015
Execution Date


Applicant's or Solicitor's Signature

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

37939

This statement incorporates and must include the following:

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

1. Name of community titles scheme Elysium Noosa Community Titles Scheme 37939	2. Regulation module Standard Module
--	--

3. Name of body corporate
Body Corporate for Elysium Noosa Community Titles Scheme 37939

4. Scheme land				
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 SP 273994
---	---

first community management statement only

7. Local Government community management statement notation

Not applicable pursuant to s60(6) of the *Body Corporate and Community Management Act 1997*

..... signed
 name and designation
 of Local Government
 Noosa Shire Council

8. Execution by original owner/Consent of body corporate

Body Corporate for Elysium Noosa Community
Titles Scheme 37939:



26/06/15
Execution Date

[Handwritten Signature]

SECRETARY 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 50707082

4. Scheme Land

Lot on Plan Description	County	Parish	Title Reference
Common Property of Elysium Noosa community titles scheme 37939	March	Weyba	50707082
Lot 1 on SP 272041	March	Weyba	50965951
Lot 2 on SP 272041	March	Weyba	50965952
Lot 3 on SP 272041	March	Weyba	50965953
Lot 4 on SP 272041	March	Weyba	50965954
Lot 5 on SP 272041	March	Weyba	50965955
Lot 6 on SP 272041	March	Weyba	50965956
Lot 7 on SP 272041	March	Weyba	50965957
Lot 8 on SP 272041	March	Weyba	50965958
Lot 9 on SP 272041	March	Weyba	50965959
Lot 10 on SP 272041	March	Weyba	50965960
Lot 11 on SP 272041	March	Weyba	50965961
Lot 12 on SP 261524	March	Weyba	50927839
Lot 13 on SP 261524	March	Weyba	50927840
Lot 14 on SP 261524	March	Weyba	50927841
Lot 15 on SP 261524	March	Weyba	50927842
Lot 16 on SP 261524	March	Weyba	50927843
Lot 17 on SP 261524	March	Weyba	50927844
Lot 18 on SP 261524	March	Weyba	50927845
Lot 19 on SP 261524	March	Weyba	50927846
Lot 20 on SP 261524	March	Weyba	50927847
Lot 21 on SP 261524	March	Weyba	50927848
Lot 22 on SP 261524	March	Weyba	50927849
Lot 23 on SP 261524	March	Weyba	50927850
Lot 24 on SP 261524	March	Weyba	50927851
Lot 25 on SP 261524	March	Weyba	50927852
Lot 26 on SP 261524	March	Weyba	50927853
Lot 27 on SP 261524	March	Weyba	50927854
Lot 28 on SP 261524	March	Weyba	50927855
Lot 29 on SP 261524	March	Weyba	50927856
Lot 30 on SP 272041	March	Weyba	50965962
Lot 31 on SP 272041	March	Weyba	50965963
Lot 32 on SP 272041	March	Weyba	50965964
Lot 33 on SP 272041	March	Weyba	50965965

Title Reference 50707082

Lot on Plan Description	County	Parish	Title Reference
Lot 34 on SP 272041	March	Weyba	50965966
Lot 35 on SP 272041	March	Weyba	50965967
Lot 36 on SP 272041	March	Weyba	50965968
Lot 37 on SP 272041	March	Weyba	50965969
Lot 38 on SP 272041	March	Weyba	50965970
Lot 39 on SP 255768	March	Weyba	50914107
Lot 40 on SP 255768	March	Weyba	50914108
Lot 41 on SP 255768	March	Weyba	50914109
Lot 42 on SP 255768	March	Weyba	50914110
Lot 43 on SP 258782	March	Weyba	50924911
Lot 44 on SP 258782	March	Weyba	50924912
Lot 45 on SP 258782	March	Weyba	50924913
Lot 46 on SP 258782	March	Weyba	50924914
Lot 47 on SP 258782	March	Weyba	50924915
Lot 48 on SP 258782	March	Weyba	50924916
Lot 49 on SP 258782	March	Weyba	50924917
Lot 50 on SP 258782	March	Weyba	50924918
Lot 51 on SP 258782	March	Weyba	50924919
Lot 52 on SP 258782	March	Weyba	50924920
Lot 53 on SP 258782	March	Weyba	50924921
Lot 54 on SP 258782	March	Weyba	50924922
Lot 55 on SP 273994	March	Weyba	
Lot 56 on SP 273994	March	Weyba	
Lot 57 on SP 255768	March	Weyba	50914111
Lot 58 on SP 255768	March	Weyba	50914112
Lot 59 on SP 255768	March	Weyba	50914113
Lot 60 on SP 255768	March	Weyba	50914114
Lot 61 on SP 255768	March	Weyba	50914115
Lot 62 on SP 273994	March	Weyba	
Lot 63 on SP 273994	March	Weyba	
Lot 64 on SP 273994	March	Weyba	
Lot 65 on SP 273994	March	Weyba	
Lot 66 on SP 273994	March	Weyba	
Lot 67 on SP 273994	March	Weyba	
Lot 68 on SP 273994	March	Weyba	
Lot 69 on SP 273994	March	Weyba	

Title Reference 50707082

Lot on Plan Description	County	Parish	Title Reference
Lot 70 on SP 267426	March	Weyba	50958300
Lot 71 on SP 267426	March	Weyba	50958301
Lot 72 on SP 267426	March	Weyba	50958302
Lot 73 on SP 267426	March	Weyba	50958303
Lot 74 on SP 258782	March	Weyba	50924923
Lot 75 on SP 258782	March	Weyba	50924924
Lot 76 on SP 258782	March	Weyba	50924925
Lot 77 on SP 267426	March	Weyba	50958304
Lot 78 on SP 267426	March	Weyba	50958305
Lot 79 on SP 267426	March	Weyba	50958306
Lot 80 on SP 267426	March	Weyba	50958307
Lot 81 on SP 267426	March	Weyba	50958308
Lot 82 on SP 267426	March	Weyba	50958309
Lot 83 on SP 267426	March	Weyba	50958310
Lot 84 on SP 255768	March	Weyba	50914116
Lot 85 on SP 255768	March	Weyba	50914117
Lot 86 on SP 255768	March	Weyba	50914118
Lot 87 on SP 255768	March	Weyba	50914119
Lot 88 on SP 255768	March	Weyba	50914120
Lot 89 on SP 255768	March	Weyba	50914121
Lot 90 on SP 251598	March	Weyba	50884432
Lot 91 on SP 251598	March	Weyba	50884433
Lot 92 on SP 251598	March	Weyba	50884434
Lot 93 on SP 251598	March	Weyba	50884435
Lot 94 on SP 245176	March	Weyba	50878579
Lot 95 on SP 245176	March	Weyba	50878580
Lot 96 on SP 245176	March	Weyba	50878581
Lot 97 on SP 245176	March	Weyba	50878582
Lot 98 on SP 245176	March	Weyba	50878583
Lot 99 on SP 245176	March	Weyba	50878584
Lot 100 on SP 272041	March	Weyba	50965971
Lot 101 on SP 272041	March	Weyba	50965972
Lot 102 on SP 272041	March	Weyba	50965973
Lot 103 on SP 273994	March	Weyba	
Lot 104 on SP 273994	March	Weyba	
Lot 105 on SP 273994	March	Weyba	

Title Reference 50707082

Lot on Plan Description	County	Parish	Title Reference
Lot 106 on SP 273994	March	Weyba	
Lot 107 on SP 273994	March	Weyba	
Lot 108 on SP 273994	March	Weyba	
Lot 109 on SP 273994	March	Weyba	
Lot 110 on SP 273994	March	Weyba	
Lot 111 on SP 266173	March	Weyba	50940925
Lot 112 on SP 266173	March	Weyba	50940926
Lot 113 on SP 266173	March	Weyba	50940927
Lot 114 on SP 266173	March	Weyba	50940928
Lot 115 on SP 266173	March	Weyba	50940929
Lot 116 on SP 266173	March	Weyba	50940930
Lot 117 on SP 266173	March	Weyba	50940931
Lot 118 on SP 266173	March	Weyba	50940932
Lot 119 on SP 266173	March	Weyba	50940933
Lot 120 on SP 266173	March	Weyba	50940934
Lot 121 on SP 266173	March	Weyba	50940935
Lot 122 on SP 266173	March	Weyba	50940936
Lot 123 on SP 273994	March	Weyba	
Lot 124 on SP 273994	March	Weyba	
Lot 125 on SP 273994	March	Weyba	
Lot 126 on SP 273994	March	Weyba	
Lot 127 on SP 273994	March	Weyba	
Lot 128 on SP 273994	March	Weyba	
Lot 129 on SP 273994	March	Weyba	
Lot 130 on SP 273994	March	Weyba	
Lot 131 on SP 273994	March	Weyba	
Lot 132 on SP 273994	March	Weyba	
Lot 133 on SP 267426	March	Weyba	50958311
Lot 134 on SP 267426	March	Weyba	50958312
Lot 135 on SP 267426	March	Weyba	50958313
Lot 136 on SP 267426	March	Weyba	50958314
Lot 137 on SP 267426	March	Weyba	50958315
Lot 138 on SP 267426	March	Weyba	50958316
Lot 139 on SP 213883	March	Weyba	50816499
Lot 140 on SP 213883	March	Weyba	50816500
Lot 141 on SP 213883	March	Weyba	50816501

Title Reference 50707082

Lot on Plan Description	County	Parish	Title Reference
Lot 142 on SP 213883	March	Weyba	50816502
Lot 143 on SP 267426	March	Weyba	50958317
Lot 144 on SP 267426	March	Weyba	50958318
Lot 145 on SP 267426	March	Weyba	50958319
Lot 146 on SP 267426	March	Weyba	50958320
Lot 147 on SP 267426	March	Weyba	50958321
Lot 148 on SP 267426	March	Weyba	50958322
Lot 149 on SP 170964	March	Weyba	50707083
Lot 150 on SP 170964	March	Weyba	50707084
Lot 151 on SP 170964	March	Weyba	50707085
Lot 152 on SP 170964	March	Weyba	50707086
Lot 153 on SP 170964	March	Weyba	50707087
Lot 154 on SP 170964	March	Weyba	50707088
Lot 155 on SP 170964	March	Weyba	50707089
Lot 156 on SP 170964	March	Weyba	50707090
Lot 157 on SP 170964	March	Weyba	50707091
Lot 158 on SP 170964	March	Weyba	50707092
Lot 159 on SP 170964	March	Weyba	50707093
Lot 160 on SP 170964	March	Weyba	50707094
Lot 161 on SP 170964	March	Weyba	50707095
Lot 162 on SP 170964	March	Weyba	50707096
Lot 163 on SP 170964	March	Weyba	50707097
Lot 164 on SP 170964	March	Weyba	50707098
Lot 165 on SP 170964	March	Weyba	50707099
Lot 166 on SP 170964	March	Weyba	50707100
Lot 167 on SP 170964	March	Weyba	50707101
Lot 168 on SP 170964	March	Weyba	50707102
Lot 169 on SP 170964	March	Weyba	50707103
Lot 170 on SP 170964	March	Weyba	50707104
Lot 171 on SP 170964	March	Weyba	50707105
Lot 172 on SP 170964	March	Weyba	50707106
Lot 173 on SP 170964	March	Weyba	50707107
Lot 174 on SP 170964	March	Weyba	50707108
Lot 175 on SP 170964	March	Weyba	50707109
Lot 176 on SP 170964	March	Weyba	50707110
Lot 177 on SP 170964	March	Weyba	50707111

ENLARGED PANEL

Title Reference 50707082

Lot on Plan Description	County	Parish	Title Reference
Lot 178 on SP 170964	March	Weyba	50707112
Lot 179 on SP 170964	March	Weyba	50707113
Lot 180 on SP 170964	March	Weyba	50707114
Lot 181 on SP 170964	March	Weyba	50707115
Lot 182 on SP 170964	March	Weyba	50707116
Lot 183 on SP 170964	March	Weyba	50707117
Lot 184 on SP 170964	March	Weyba	50707118
Lot 185 on SP 170964	March	Weyba	50707119
Lot 186 on SP 170964	March	Weyba	50707120
Lot 187 on SP 170964	March	Weyba	50707121
Lot 188 on SP 170964	March	Weyba	50707122
Lot 189 on SP 170964	March	Weyba	50707123

Title Reference 50707082

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 1 on SP 272041	10	39
Lot 2 on SP 272041	10	41
Lot 3 on SP 272041	10	42
Lot 4 on SP 272041	10	46
Lot 5 on SP 272041	10	42
Lot 6 on SP 272041	10	43
Lot 7 on SP 272041	10	43
Lot 8 on SP 272041	10	44
Lot 9 on SP 272041	10	47
Lot 10 on SP 272041	10	43
Lot 11 on SP 272041	10	43
Lot 12 on SP 261524	10	50
Lot 13 on SP 261524	10	56
Lot 14 on SP 261524	10	44
Lot 15 on SP 261524	10	44
Lot 16 on SP 261524	10	43
Lot 17 on SP 261524	10	63
Lot 18 on SP 261524	10	63
Lot 19 on SP 261524	10	76
Lot 20 on SP 261524	10	77
Lot 21 on SP 261524	10	78
Lot 22 on SP 261524	10	78
Lot 23 on SP 261524	10	60
Lot 24 on SP 261524	10	45
Lot 25 on SP 261524	10	45
Lot 26 on SP 261524	10	45
Lot 27 on SP 261524	10	48
Lot 28 on SP 261524	10	42
Lot 29 on SP 261524	10	42
Lot 30 on SP 272041	10	42
Lot 31 on SP 272041	10	48
Lot 32 on SP 272041	10	49
Lot 33 on SP 272041	10	48
Lot 34 on SP 272041	10	49
Lot 35 on SP 272041	10	49
Lot 36 on SP 272041	10	49

SCHEDULE

Title Reference 50707082

Lot on Plan	Contribution	Interest
Lot 37 on SP 272041	10	43
Lot 38 on SP 272041	10	45
Lot 39 on SP 255768	10	46
Lot 40 on SP 255768	10	50
Lot 41 on SP 255768	10	50
Lot 42 on SP 255768	10	50
Lot 43 on SP 258782	10	50
Lot 44 on SP 258782	10	49
Lot 45 on SP 258782	10	46
Lot 46 on SP 258782	10	46
Lot 47 on SP 258782	10	46
Lot 48 on SP 258782	10	46
Lot 49 on SP258782	10	50
Lot 50 on SP 258782	10	51
Lot 51 on SP 258782	10	51
Lot 52 on SP 258782	10	51
Lot 53 on SP 258782	10	54
Lot 54 on SP 258782	10	53
Lot 55 on SP 273994	10	53
Lot 56 on SP 273994	10	50
Lot 57 on SP 255768	10	48
Lot 58 on SP 255768	10	48
Lot 59 on SP 255768	10	47
Lot 60 on SP 255768	10	54
Lot 61 on SP 255768	10	58
Lot 62 on SP 273994	10	45
Lot 63 on SP 273994	10	58
Lot 64 on SP 273994	10	45
Lot 65 on SP 273994	10	57
Lot 66 on SP 273994	10	61
Lot 67 on SP 273994	10	56
Lot 68 on SP 273994	10	51
Lot 69 on SP 273994	10	49
Lot 70 on SP 267426	10	52
Lot 71 on SP 267426	10	50
Lot 72 on SP 267426	10	50
Lot 73 on SP 267426	10	50

SCHEDULE

Title Reference 50707082

Lot on Plan	Contribution	Interest
Lot 74 on SP 258782	10	68
Lot 75 on SP 258782	10	68
Lot 76 on SP 258782	10	68
Lot 77 on SP 267426	10	50
Lot 78 on SP 267426	10	50
Lot 79 on SP 267426	10	50
Lot 80 on SP 267426	10	50
Lot 81 on SP 267426	10	61
Lot 82 on SP 267426	10	61
Lot 83 on SP 267426	10	61
Lot 84 on SP 255768	10	73
Lot 85 on SP 255768	10	72
Lot 86 on SP 255768	10	67
Lot 87 on SP 255768	10	67
Lot 88 on SP 255768	10	47
Lot 89 on SP 255768	10	48
Lot 90 on SP 251598	10	48
Lot 91 on SP 251598	10	60
Lot 92 on SP 251598	10	54
Lot 93 on SP 251598	10	47
Lot 94 on SP 245176	10	47
Lot 95 on SP 245176	10	51
Lot 96 on SP 245176	10	48
Lot 97 on SP 245176	10	47
Lot 98 on SP 245176	10	47
Lot 99 on SP 245176	10	46
Lot 100 on SP 272041	10	74
Lot 101 on SP 272041	10	74
Lot 102 on SP 272041	10	62
Lot 103 on SP 273994	10	51
Lot 104 on SP 273994	10	54
Lot 105 on SP 273994	10	49
Lot 106 on SP 273994	10	49
Lot 107 on SP 273994	10	49
Lot 108 on SP 273994	10	50
Lot 109 on SP 273994	10	50
Lot 110 on SP 273994	10	50

SCHEDULE

Title Reference 50707082

Lot on Plan	Contribution	Interest
Lot 111 on SP 266173	10	50
Lot 112 on SP 266173	10	48
Lot 113 on SP 266173	10	48
Lot 114 on SP 266173	10	77
Lot 115 on SP 266173	10	76
Lot 116 on SP 266173	10	75
Lot 117 on SP 266173	10	75
Lot 118 on SP 266173	10	74
Lot 119 on SP 266173	10	76
Lot 120 on SP 266173	10	75
Lot 121 on SP 266173	10	75
Lot 122 on SP 266173	10	74
Lot 123 on SP 273994	10	51
Lot 124 on SP 273994	10	52
Lot 125 on SP 273994	10	52
Lot 126 on SP 273994	10	54
Lot 127 on SP 273994	10	53
Lot 128 on SP 273994	10	53
Lot 129 on SP 273994	10	53
Lot 130 on SP 273994	10	53
Lot 131 on SP 273994	10	53
Lot 132 on SP 273994	10	57
Lot 133 on SP 267426	10	57
Lot 134 on SP 267426	10	47
Lot 135 on SP 267426	10	47
Lot 136 on SP 267426	10	47
Lot 137 on SP 267426	10	47
Lot 138 on SP 267426	10	47
Lot 139 on SP 213883	10	65
Lot 140 on SP 213883	10	63
Lot 141 on SP 213883	10	67
Lot 142 on SP 213883	10	63
Lot 143 on SP 267426	10	49
Lot 144 on SP 267426	10	49
Lot 145 on SP 267426	10	49
Lot 146 on SP 267426	10	49
Lot 147 on SP 267426	10	49

SCHEDULE

Title Reference 50707082

Lot on Plan	Contribution	Interest
Lot 148 on SP 267426	10	65
Lot 149 on SP 170964	10	45
Lot 150 on SP 179064	10	43
Lot 151 on SP 179064	10	43
Lot 152 on SP 170964	10	43
Lot 153 on SP 170964	10	43
Lot 154 on SP 170964	10	55
Lot 155 on SP 170964	10	50
Lot 156 on SP 170964	10	46
Lot 157 on SP 170964	10	40
Lot 158 on SP 170964	10	39
Lot 159 on SP 170964	10	39
Lot 160 on SP 170964	10	38
Lot 161 on SP 170964	10	38
Lot 162 on SP 170964	10	38
Lot 163 on SP 170964	10	39
Lot 164 on SP 170964	10	43
Lot 165 on SP 170964	10	64
Lot 166 on SP 170964	10	64
Lot 167 on SP 170964	10	62
Lot 168 on SP 170964	10	62
Lot 169 on SP 170964	10	61
Lot 170 on SP 170964	10	60
Lot 171 on SP 170964	10	60
Lot 172 on SP 170964	10	62
Lot 173 on SP 170964	10	62
Lot 174 on SP 170964	10	64
Lot 175 on SP 170964	10	60
Lot 176 on SP 170964	10	60
Lot 177 on SP 170964	10	62
Lot 178 on SP 170964	10	62
Lot 179 on SP 170964	10	64
Lot 180 on SP 170964	10	66
Lot 181 on SP 170964	10	43
Lot 182 on SP 170964	10	46
Lot 183 on SP 170964	10	41
Lot 184 on SP 170964	10	41

SCHEDULE

Title Reference 50707082

Lot on Plan	Contribution	Interest
Lot 185 on SP 170964	10	41
Lot 186 on SP 170964	10	41
Lot 187 on SP 170964	10	41
Lot 188 on SP 170964	10	43
Lot 189 on SP 170964	10	43
TOTALS	1890	10004

PRINCIPLES FOR DECIDING THE CONTRIBUTION LOT ENTITLEMENTS OF A LOT

As required by Chapter 2 of the *Body Corporate and Community Management Act 1997 (Qld)*, the contribution schedule lot entitlements have been calculated using the Equality Principle.

EXPLANATION WHY CONTRIBUTION LOT ENTITLEMENTS ARE NOT EQUAL

Upon registration of the CMS for the final stage, the contribution schedule lot entitlements for all lots in the scheme will be equal.

However, because the scheme land is being developed progressively, each stage (except the final stage) will have a balance development lot, which comprises all of the land which is intended to be subdivided into proposed lots for future stages. In each stage, the balance development lot will have a greater contribution schedule lot entitlement than the developed lots in the scheme.

This structure in relation to contribution schedule lot entitlements is appropriate and reasonable given that the balance development will represent a significant parcel of undeveloped scheme land. If the balance development lot was given an equivalent contribution schedule lot entitlement to the developed lots, the owners of the developed lots would be burdened with inflated levies. The developer of the scheme land does not wish to burden the owners of developed lots in that way.

PRINCIPLES FOR DECIDING THE INTEREST LOT ENTITLEMENT FOR A LOT

As required by Chapter 2 of the *Body Corporate and Community Management Act 1997 (Qld)*, the interest schedule lot entitlements for the Scheme have been calculated using the Market Value Principle. That is, the interest schedule lot entitlements reflect the respective market values of the lots in the Scheme.

SCHEDULE B	EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND
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Not applicable

Title Reference 50707082

SCHEDULE C BY-LAWS

1. INTERPRETING THESE BY-LAWS

1.1 Definitions

"Act" means the Body Corporate and Community Management Act 1997.

"Authority" means any:

- (a) government or governmental, semi governmental or judicial entity or authority; or
- (b) minister, department, office, commission, delegate, instrumentally, agency, board, authority or organisation of any government.

"Conservation Parkland" means the land adjoining the Scheme Land more particularly described as lots 900 and 901 on SP 170964.

"general manager" means the person employed or engaged by the Body Corporate to act as an on-site manager for the scheme.

"lot" means a lot in the scheme.

"Management Plans" means the following approved management plans prepared and implemented (or required to be prepared and implemented) as a condition of the approval by the Sunshine Coast Regional Council of the development of the scheme land:

- (a) Operational Stage Environmental Management Plan; and
- (b) Fire Management Plan.

"owner" means the owner of a lot.

"Pollutant Traps" means the biological gross pollutant trap and drainage swale (generally as indicated on approved Drawing No. J03-019-01 by Natural Solutions dated 28-03-07) located at the stormwater outfalls located within the detention basin in the north western point on the Conservation Parkland and any other treatment device that is part of the treatment system required by the Elysium Noosa Stormwater and Water Quality Management Plan (**Site 4, 28 June 2005**);

"Regulation Module" means the regulation module which applies to the scheme.

"utility" means: electricity, gas, water, cable TV and the like.

Other terms like **"body corporate"**, **"committee"**, **"common property"**, **"community title scheme"**, **"scheme land"**, **"occupier"**, and **"original owner"** have the meanings given to them in the Act.

1.2 Interpretation

These general rules of interpretation apply in these by-laws:

- (a) Reference to:
 - (i) the singular includes the plural and the plural includes the singular;
 - (ii) one gender includes each other gender;
 - (iii) a person includes a company; and

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- (iv) an item or thing includes any part of it.
- (b) References to statutes include all statutes amending, consolidating or replacing them.
- (c) Headings are for guidance only and do not affect the interpretation of these by-laws.
- (d) Reference to a particular section in a statute includes amending or replacing provisions irrespective of the section number.

1.3 Act

These by-laws must be read in conjunction with owner's and occupiers' obligations under the Act and the Regulation Module, for example:

Act

- s163 Power to enter lot
- s165 Interference with easement of support or shelter
- s166 Interference with utility services
- s167 Nuisances
- ss182-8 By-laws contraventions

Regulation Module

- s170 Condition of lot – obligations of owners and occupiers
- s171 Body corporate may carry out work required of owners occupiers
- ss173-5 Exclusive use by-laws
- s183 Improvements affecting insurance premium
- s188 Use affecting insurance premium

1.4 Application of by-laws

The owner or occupier of a lot is responsible for ensuring that any person the owner or occupier invites on to the scheme land (for example, children, visitors, contractors, tenants, licensees) complies with these by-laws.

2. USE AND MAINTENANCE OF LOTS

2.1 Use of lots

Lots may only be used for residential purposes.

2.2 Maintenance/replacement of improvements

The owner of a lot must maintain all improvements on the lot (including landscaping) in good condition and, where necessary, renew or replace worn or damaged improvements with materials of the same type and appearance. The owner must comply with Schedule D in carrying out any work under this by-law.

2.3 Nuisance

Without limiting s167 of the Act:

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- (a) no noxious or offensive trade or activity may be carried out on the scheme land;
- (b) televisions, radios and musical instruments must be reasonably controlled so they do not cause annoyance to other occupiers;
- (c) machinery, tools or other things which emit loud noises or noxious odours or which may interfere with television or radio reception may not be used on the scheme land; and
- (d) people entering or leaving lots after 11.00 pm must do so quietly.

2.4 Security

The occupier of a lot must after entry or exit, close and lock any door, gate, roller door or other means of entry to the facilities on the scheme land which is intended to prevent unauthorised access to the recreational facilities.

2.5 Hazardous substances

Occupiers must not:

- (a) store or use any hazardous or flammable substance on the scheme land (except normal quantities of usual household substances or fuel in the tank of a vehicle permitted to be on the scheme land); or
- (b) bring anything on to the scheme land which may increase the cost of insurance or breach any fire safety laws.

2.6 Garbage Disposal

Occupiers must comply with all local authority laws about the disposal of garbage and must ensure the health, and comfort of other occupiers is not adversely affected by the occupier's disposal of garbage. Occupiers must remove their wheelie bins from the footpath on the same day that the garbage is collected.

2.7 Pets

- (a) Subject to s181 of the Act and this by-law, an owner or occupier of a lot may keep in the lot:
 - (i) either:
 - (A) one (1) dog and/or one (1) cat;
 - (B) two (2) cats; and
 - (C) two (2) dogs provided each dog weighs less than twenty (20) kilograms; and
 - (ii) with the prior written consent of the body corporate, an additional animal which is a domesticated pet.
- (b) Dogs must be on a leash when on common property, other than in any specifically designated "leash free" areas.
- (c) Owners must immediately remove and properly dispose of all faeces deposited by their animals on the common property.
- (d) The body corporate may (if required by law or by any development approval issued by Sunshine Coast Regional Council in relation to the development of the scheme land) restrict or prohibit owners from taking pets onto certain parts of the common property.

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3. USE OF COMMON PROPERTY

3.1 Prohibited activities

An owner or occupier of a lot or other person on the scheme land must not:

- (a) obstruct the lawful use of the common property by any person;
- (b) damage or misuse any structure on the common property;
- (c) create a nuisance whilst on the common property;
- (d) damage any lawn, garden or plant on the common property;
- (e) install equipment of any type on the common property; or
- (f) leave any rubbish (other than in receptacles provided by the body corporate for that purpose) or store any equipment or material on the common property.

3.2 Driving and parking of vehicles

- (a) Vehicles may be parked on the side of common property roads but not for a continuous period of time of greater than 6 hours.
- (b) Vehicles may not be parked on any other common property (i.e., common property other than the common property road network) except:
 - (i) on areas designated by the body corporate as "visitor parking areas"; and
 - (ii) in car spaces allocated to the lots.
- (c) The body corporate may, at the relevant owner's expense, remove any vehicles which are parked in breach of the requirements of these by-laws.
- (d) A vehicle may only be driven on the scheme land by a licensed driver and only if the vehicle may be lawfully driven on a public road.
- (e) All drivers must comply with traffic signs. The maximum speed limit on the scheme land is 20kph.
- (f) Caravans, campervans, mobile homes, boats, trailers or bicycles may not be parked on the scheme land, and must be located such that they are not visible from the street.

3.3 Notice of accidents

An occupier who becomes aware of any accident, defect or dangerous situation on the common property must promptly give reasonable details to the general manager or the committee.

3.4 Restricted access areas

The body corporate may secure (and restrict access to) parts of the common property reasonably required for:

- (a) utility infrastructure and other services (for example electrical substations, telephone exchanges, swimming pool filter room);
- (b) management of the scheme land; and
- (c) storage of equipment for use in the management and administration of the scheme land.

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3.5 Use of recreation areas

- (a) In this by-law, "**recreation areas**" means the communal facilities including the tennis courts, gymnasium and swimming pools on the scheme land.
- (b) The swimming pools and gymnasium may be used 24 hours per day 7 days per week.
- (c) The tennis courts may not be used outside the hours of 8.00am to 8.00pm or any earlier time required under the local authority's local laws.
- (d) No pets are permitted in or on the recreation areas.
- (e) The recreation facilities may only be used by occupiers or people accompanied by occupiers of a lot.
- (f) Children under the age of 13 must be supervised by an adult at all times while using the recreation facilities.
- (g) All users of the recreation areas must be suitably attired.
- (h) Users of the recreation facilities must not interfere with and may only use any equipment in the recreation facilities in the way intended.
- (i) The committee or general manager may make rules which are not inconsistent with these by-laws or the Act or Regulation Module for the use of the recreation facilities and may place signs stating the rules around the recreation facilities. Occupiers and their guests must comply with these rules. The rules may be revoked or disallowed by a general meeting of the body corporate.
- (j) The committee or general manager may establish a booking system for any of the recreation facilities. Users must comply with the booking system.
- (k) The following additional rules apply in relation to use of the swimming pools:
 - (i) Alcohol may not be consumed within the pool area.
 - (ii) Food, glass, breakable items and pets may not be brought into the pool area.

3.6 General rules for use of body corporate assets

- (a) The body corporate advises owners and occupiers that:
 - (i) it is proposed that the general manager will maintain a booking system in relation to the use and enjoyment of the recreation facilities and Body Corporate Assets (such as gymnasium equipment etc);
 - (ii) the general manager will be required to maintain that booking system in good faith, and in a way that ensures that all owners are treated fairly and equitably in relation to the use and enjoyment of the recreation facilities and Body Corporate Assets;
 - (iii) the committee or general manager may make other rules which are not inconsistent with these by-laws or the Act or Regulation Module for the use of the recreation facilities and Body Corporate Assets (such as gymnasium equipment etc).
- (b) Owners must act reasonably and fairly in the booking and use of the recreation facilities and Body Corporate Assets.

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4. NON-PAYMENT OF BODY CORPORATE LEVIES

4.1 Recovery Costs

An owner must pay the body corporate on demand all costs and expenses incurred by the body corporate in recovering levies or other moneys payable by the owner under the Act or these by-laws. These costs include, for example, lawyers' fees (including GST) incurred in connection with any proceedings against the owner.

4.2 Recovery Costs

The costs in by-law 4.1:

- (a) may be entered against the owner's levy account; and
- (b) are deemed to be a liquidated debt recoverable from the owner in any court of competent jurisdiction.

5. RIGHTS OF ORIGINAL OWNER

5.1 Construction and marketing rights

Nothing in these by-laws prevents the original owner from:

- (a) passing over the common property (with other people authorised by it and with vehicles and machinery);
- (b) carrying out construction work on the scheme land as necessary to complete the development of the scheme land (including digging the scheme land and interfering with utility infrastructure so long as any damage or interruption is made good by the original owner as soon as reasonably practicable);
- (c) using any lot for display or sales purposes; or
- (d) placing a reasonable number of signs or advertising or display material on or about the scheme land for the sale or letting of lots in the scheme.

6. BULK SUPPLY OF UTILITIES

The body corporate may at its election supply or engage another person to supply utilities to owners or occupiers in the scheme and in that case the following will apply:

- (a) the body corporate may enter into a contract for the purchase of reticulated utilities on the most economical basis, for the whole of the scheme from the relevant authority and may sell reticulated utility to each owner or occupier in the scheme provided, in respect of electricity supply, the body corporate's charge must not exceed the lowest available tariff to the owner or occupier for supply of the electricity direct from the relevant electricity authority;
- (b) each owner or occupier must purchase and use all utilities consumed in the owner's or occupier's lot direct from the body corporate and must not purchase the utility from any other source;
- (c) the body corporate is not required to supply to any owner or occupier utility requirements beyond those requirements which the relevant authority could supply at any particular time;
- (d) the body corporate may charge for the services (including for the installation of, and the cost associated with, utility infrastructure for the services) but only to the extent necessary for reimbursing the body corporate for supplying the services;
- (e) the body corporate may render accounts to each owner or occupier and such accounts are payable to the body corporate within 14 days of the delivery of such accounts;

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- (f) in respect of an account which has been rendered pursuant to these by-laws, then an owner or occupier is liable, jointly and severally with any person who was liable to pay that electricity account when that owner or occupier became the owner or occupier of that lot;
- (g) if a proper account for the supply of reticulated utility is not paid by its due date payment, then the body corporate is entitled to:
 - (i) recover the amount of the unpaid account or accounts (whether or not a formal demand has been made) as a liquidated debt due to it in any court of competent jurisdiction; and/or
 - (ii) disconnect the supply of reticulated utility to the relevant lot;
- (h) the body corporate is not, under any circumstances whatsoever, responsible or liable for any failure of the supply of utility due to breakdowns, repairs, maintenance, strikes, accidents or causes of any class or description; and
- (i) the body corporate may, from time to time, determine a security deposit to be paid by each owner or occupier who is connected to the supply of the reticulated utility as a guarantee against non-payment of accounts for the supply of reticulated utility.

7. DEVELOPMENT AND LANDSCAPING CODE

The Body Corporate has adopted a development and landscaping code to ensure all development of the scheme land is constructed and maintained to a high standard. Owners must:

- (a) obtain the prior consent of the architectural review committee to all development to be carried out on the owner's lot; and
- (b) otherwise comply with the development and landscaping code contained in Schedule D.

8. MANAGEMENT PLANS AND KOALA HABITAT

- (a) The body corporate advises owners and occupiers:
 - (i) of the existence of the Management Plans or the existence of the requirement for the preparation and implementation of the Management Plans;
 - (ii) that the Body Corporate and owners and occupiers have or may have certain responsibilities and obligations under the Management Plans;
 - (iii) of the existence or possible existence of the Koala habitat trees on the scheme land;
 - (iv) that the Body Corporate and owners and occupiers have or may have certain responsibilities and obligations in relation to maintaining and protecting the Koala habitat trees;
- (b) Owners and occupiers must not do or permit to be done any act matter or thing that breaches:
 - (i) the Management Plans; or
 - (ii) any law, or any requirements of the Sunshine Coast Regional Council or any other Authority in relation to Koala habitat trees on the scheme land.
- (c) All landscaping overhanging or adjacent to road pavements or within sight lines shall be regularly trimmed to enable safe driving conditions for all vehicles using internal roads within the development, in accordance with drawing Nos C5093/05/SK22, C5093/05/SK23, C5093/05/SK24 (Tate Professional Engineers).
- (d) All landscaping is to be retained and maintained in accordance with requirements of the approved Landscape Management Plans and Stormwater & Water Quality Management Plan.

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9. NOISE EMISSIONS – AIR CONDITIONING EQUIPMENT

Owners and occupiers shall ensure that noise emission from air conditioning equipment shall comply with the following requirements:

- (a) The equipment shall be installed and located in a manner which prevents noise nuisance beyond the subject land in accordance with the nuisance provisions of the Environmental Protection Regulation 1998 and the Local Authority's Local Law No. 12 – Control of Nuisances. Infringement Notices (on-the-spot fines) may apply for offences.
- (b) Submission of written certification from a suitably qualified person confirming that the noise levels comply when measured at the nearest residential boundary. This is required immediately after installation of the equipment and prior to any occupation of the building, and in a format approved by the Local Authority.
 - (i) Before 7am or after 10pm: More than the lower of either –
 - . 40 d(B)A
 - . 3 d(B)A above the background noise level
 - (ii) From 7am to 7pm: More than the lower of either –
 - . 50 d(B)A
 - . 5 d(B)A above the background noise level
 - (iii) From 7pm to 10pm: More than 3 d(B)A above the background noise level.

10. MAINTENANCE OF POLLUTANT TRIPS

10.1 The Body Corporate must maintain the Pollutant Traps to Council's reasonable satisfaction.

10.2 Without limiting clause 10.2 the Body Corporate must:

- (b) inspect the Pollutant Traps on a weekly basis and after each storm event;
- (c) remove litter and sediment from the Pollutant Traps as required; and
- (d) remove and replace dead plants within the Pollutant Traps as required to maintain the required density of 8 plants per square metre.

10.3 The Body Corporate must enter an ongoing maintenance contract with a registered contractor to clean and maintain the Pollutant Traps on as regular three month cycle and on an on call basis in the case of emergency.

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SCHEDULE D ANY OTHER DETAILS/ PERMITTED TO BE INCLUDED

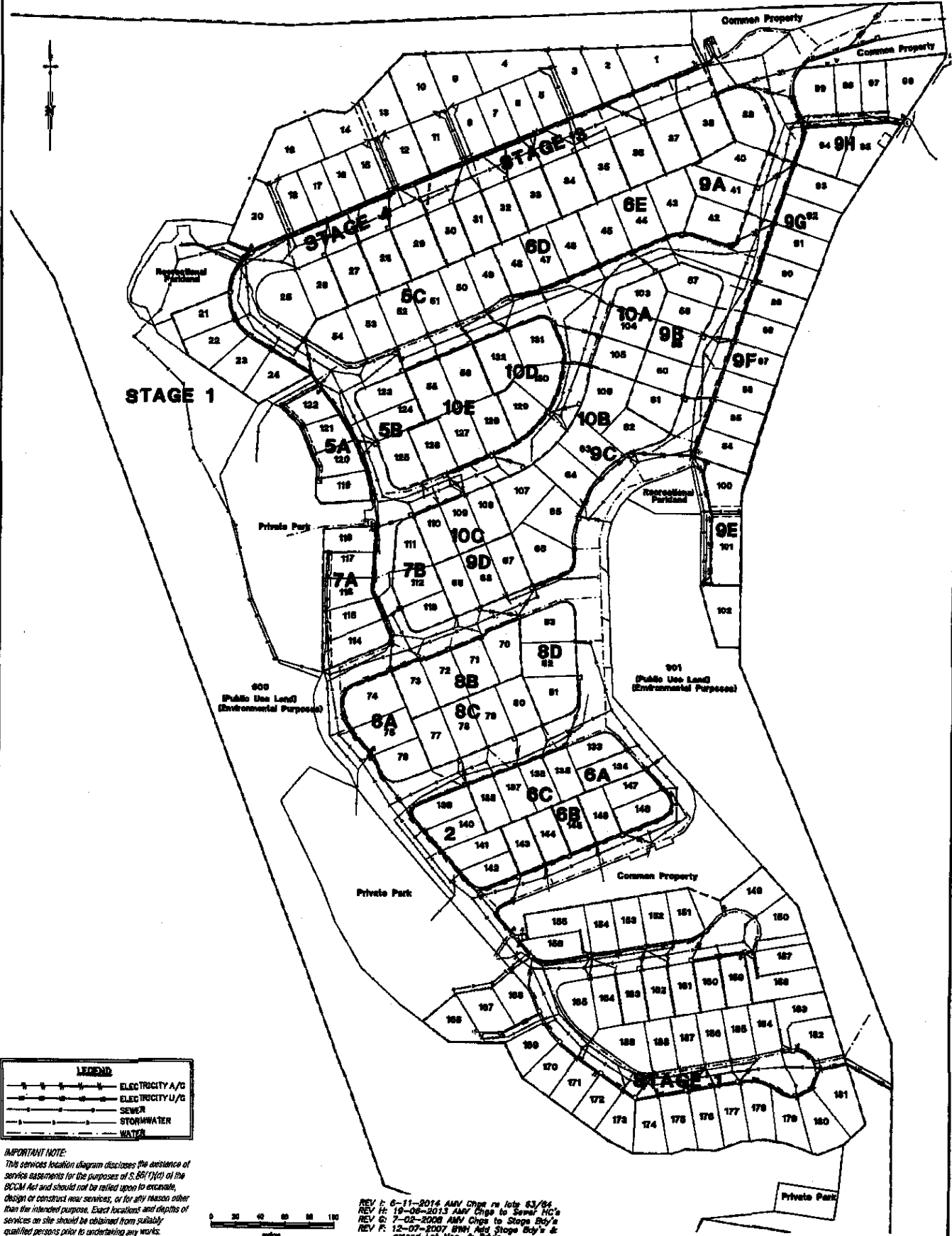
LOTS AFFECTED BY STATUTORY EASEMENTS

TYPE OF EASEMENT	LOTS AFFECTED
Easements for lateral or subjacent support under the <i>Land Title Act 1994</i> , s115N;	Lots 1 to 12 on SP 272041 12 to 29 on SP 261524, 30 to 38 on SP 272041, 39 to 42 on SP 255768, 43 to 54 on SP 258782, Lot 55 on SP273994, Lot 56 on SP273994, 57 to 61 on SP255768, 62 to 69 on SP273994, 70 to 73 on SP 267426, 74 to 76 on SP 258782, 77 to 83 on SP 267426, 84 to 89 on SP 255768, 90 to 93 on SP 251598, 94 to 99 on SP 245176, 100 to 102 on SP 272041, 103 to 110 on SP273994, 111 to 122 on SP 266173, 123 to 132 on SP273994, 133 to 138 on SP 267426, 139 to 142 on SP 213883, 143 to 148 on SP 267426, 149 to 189 on SP 170964 and common property.
Easements for utility services and utility infrastructure under the <i>Land Title Act 1994</i> , ss115O and 115P	Lots 1 to 12 on SP 272041 12 to 29 on SP 261524, 30 to 38 on SP 272041, 39 to 42 on SP 255768, 43 to 54 on SP 258782, Lot 55 on SP273994, Lot 56 on SP273994, 57 to 61 on SP255768, 62 to 69 on SP273994, 70 to 73 on SP 267426, 74 to 76 on SP 258782, 77 to 83 on SP 267426, 84 to 89 on SP 255768, 90 to 93 on SP 251598, 94 to 99 on SP 245176, 100 to 102 on SP 272041, 103 to 110 on SP273994, 111 to 122 on SP 266173, 123 to 132 on SP273994, 133 to 138 on SP 267426, 139 to 142 on SP 213883, 143 to 148 on SP 267426, 149 to 189 on SP 170964 and common property.
Easements for projections under the <i>Land Title Act 1994</i> , s115R	Lots 1 to 12 on SP 272041 12 to 29 on SP 261524, 30 to 38 on SP 272041, 39 to 42 on SP 255768, 43 to 54 on SP 258782, Lot 55 on SP273994, Lot 56 on SP273994, 57 to 61 on SP255768, 62 to 69 on SP273994, 70 to 73 on SP 267426, 74 to 76 on SP 258782, 77 to 83 on SP 267426, 84 to 89 on SP 255768, 90 to 93 on SP 251598, 94 to 99 on SP 245176, 100 to 102 on SP 272041, 103 to 110 on SP273994, 111 to 122 on SP 266173, 123 to 132 on SP273994, 133 to 138 on SP 267426, 139 to 142 on SP 213883, 143 to 148 on SP 267426, 149 to 189 on SP 170964 and common property.
Easements for maintenance of buildings close to boundaries under the <i>Land Title Act 1994</i> , s115S	Lots 1 to 12 on SP 272041 12 to 29 on SP 261524, 30 to 38 on SP 272041, 39 to 42 on SP 255768, 43 to 54 on SP 258782, Lot 55 on SP273994, Lot 56 on SP273994, 57 to 61 on SP255768, 62 to 69 on SP273994, 70 to 73 on SP 267426, 74 to 76 on SP 258782, 77 to 83 on SP 267426, 84 to 89 on SP 255768, 90 to 93 on SP 251598, 94 to 99 on SP 245176, 100 to 102 on SP 272041, 103 to 110 on SP273994, 111 to 122 on SP 266173, 123 to 132 on SP273994, 133 to 138 on SP 267426, 139 to 142 on SP 213883, 143 to 148 on SP 267426, 149 to 189 on SP 170964 and common property.



SERVICES LOCATION DIAGRAM

Elysium Noosa CTS 37939



LEGEND	
	ELECTRICITY A/G
	ELECTRICITY U/G
	SEWER
	STORMWATER
	WATER

IMPORTANT NOTE:
 This services location diagram discloses the existence of service easements for the purposes of s. 69(1)(f) of the OTCM Act and should not be relied upon to examine, design or construct new services, or for any reason other than the intended purpose. Exact locations and depths of services on site should be obtained from suitably qualified persons prior to undertaking any works. Services on this plan may be plotted from sources such as engineering design information and may not have been verified after construction by survey.



SCALE 1:2000 IS APPLICABLE ONLY TO THE ORIGINAL SHEET SIZE (A3)

- REV P: 06-11-2014 AMV Chgs re lots 63/64
- REV H: 19-06-2013 AMV Chgs to Sewer HG's
- REV G: 07-02-2008 AMV Chgs to Stage 2/3's
- REV F: 12-07-2007 BWH, Add Stage 2/3's & amend Lot Nos. & 2/3's
- REV E: 08-03-2007 BWH Amend lot no's
- REV D: 18-08-2004 RCG Amend lot no's
- REV C: 07-07-2004 MS Layout amended
- REV B: 02-05-2004 MS Services amended
- REV A: 23-12-2004 RCG add Services inside lots

Date Drafted: 17-12-2004
 Drafted By: RCG
 Plan No.: 6894-338.dwg
 Amended: 6-11-2014

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DEVELOPMENT WORKS AND CONNECTION TO UTILITY INFRASTRUCTURE

To facilitate the progressive development of the Elysium Noosa community titles scheme, as identified in schedule B, the original owner may, at any time, enter onto the scheme land or any part of it to undertake works of any kind in connection with the ongoing development of the scheme land, for example::

- (a) excavation and general earthworks;
- (b) the construction of common property areas including roads and landscaping;
- (c) the construction on the common property of such improvements and facilities as may be considered necessary by the original owner to establish utility services, and connections thereto;
- (d) the construction of services infrastructure whether public or private including for example connections for sewerage, gas, electricity, telephone, fibre optics, or any other lawful service available to the public;

all of which are collectively called the "Development Works".

The original owner may bring upon the scheme land any machinery, tools, equipment, vehicles and workmen to facilitate the carrying out of the Development Works.

DEVELOPMENT AND LANDSCAPING CODE

1. DEFINITIONS AND OBJECTIVES

1.1 Definitions

In this Code unless the contrary intention appears:

"Approval" means any consent, including any conditions, given by the ARC in respect of the carrying out of Development.

"ARC" means the Architectural Review Committee established under this Code.

"Authority" means any:

- (a) government or governmental, semi governmental or judicial entity or authority; or
- (b) minister, department, office, commission, delegate, instrumentality, agency, board, authority or organisation of any government.

"Body Corporate" means the Body Corporate for the Scheme and includes the committee for the Body Corporate for the Scheme.

"Common Property" means the common property of the Scheme.

"Developer" means AVJennings Properties Limited ACN 004 601 503 or such other person nominated in writing to the body corporate by BOS International (Australia) Limited in its capacity as mortgagee of the Lots owned by the Original Owner.

"Development" is any of the following:

- (a) carrying out Development Work; or
- (b) Reconfiguring a lot.

"Development Work" means:

- (a) building, altering, moving or demolishing a building or other structure; or

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- (b) excavating or filling —
 - (i) for, or incidental to the activities mentioned in paragraph (a); or
 - (ii) that may adversely affect the stability of a building or other structure, whether on the land on which the building or other structure is situated or on adjoining land; or
- (c) work regulated under the Standard Building Regulation 1993; or
- (d) installing, altering or removing any service or utility for, or incidental to, the activities mentioned in paragraph (a); or
- (e) clearing substantial vegetation on land; or
- (f) painting or changing the exterior finish of a Dwelling house or any other structure on the Lot which is visible from the Common Property or any other Lot; or
- (g) erecting a fence or gate on a Lot; or
- (h) any similar or like work specified by the ARC.

"Dwelling House" means a building designed, constructed or adapted for activities normally associated with domestic living and includes:

- (a) all normal interior floor areas including basement areas; and
- (b) attached verandas, decks, balconies, porches, garages and similar structures.

"Ground Level" means, subject to the provisions specified in this Code for altering Natural Levels, the ground levels that will exist on the Lot at the conclusion of the proposed works or Landscaping.

"Landscaping" means the enhancement or protection of amenities on a Lot, or the locality in which a Lot is situated by any means including:

- (a) screening by fences, walls or vegetation; or
- (b) planting of trees, shrubs, ground covers or grass; or
- (c) formation of banks, terraces or other earth works; or
- (d) laying out of gardens, courts or pathways; or
- (e) construction of other amenity features.

"Laws" means the provisions of all statutes, the provisions of all rules, regulations, ordinances, by-laws, instruments and proclamations made pursuant to the authority direct or indirect of any statute and rules of common law and equity.

"Local Authority" means the Sunshine Coast Regional Council or such other local government as may from time to time have jurisdiction over the Scheme.

"Lot" means a lot in the Scheme.

"Natural Level" for a Lot means:

- (a) the ground levels on the Lot on the day the plan creating that Lot was lodged for registration by the Developer; or
- (b) if the ground level on the day mentioned in (a) is not known, the ground levels decided by the ARC.

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"Original Owner" means Elysium Noosa Pty Ltd ACN 101 485 634

"Reconfiguring a lot" has the meaning in the *Integrated Planning Act 1997 (Qld)* or the *Sustainable Planning Act 2009 (Qld)*.

"Resident" means the registered owner, or mortgagee in possession, or lawful occupier, of any Lot.

"Scheme" means the Elysium Noosa Community Titles Scheme.

"Table of Development Requirements" means the table set out at the end of this Code. This table represents conditions imposed by the Local Authority as part of its approval for the development of the Scheme. If the Local Authority amends or varies those conditions, then the table is taken to be amended to incorporate the Local Authority's amended conditions from time to time.

"Thoroughfare Alignment" means the alignment of the Lot to any road forming part of the Common Property.

1.2 Statement of Objectives

The purpose of this Code is to regulate the quality of development within the Scheme:

- (a) to create a premium residential community in terms of architecture, detail, landscaping and external design which is contemporary, aesthetically attractive, functionally convenient and appropriate to the lifestyle of the Noosa region;
- (b) to provide appropriate level of privacy for surrounding Lots through considered placement of windows, doors, decks, screens, fences, plantings and screens;
- (c) to preserve and enhance natural features of the Lot;
- (d) to allow for usable private outdoor areas as an extension to the indoor living areas; and
- (e) to ensure compatibility of scale, height and style with the Lot and its surrounding environs.

2. APPLICATION OF THIS CODE

2.1 Application

- (a) Subject to clause 2.1(b), the controls specified in this Code apply to any Development on any Lot.
- (b) Notwithstanding anything contained in this Code to the contrary, this Code does not apply to:
 - (i) Reconfiguring a lot within the Scheme by the Developer; or
 - (ii) infrastructure works by or on behalf of the Developer which are necessary or desirable for Reconfiguring a lot including all earthworks, landform, landscaping, roadworks, water supply and sewerage, electricity, gas and communications.

2.2 All Development to be Approved

A person must not carry out any Development unless:

- (a) an Approval has been obtained for the Development and the Approval is in force; and
- (b) the Development is carried out in accordance with the Approval.

2.3 Approval by ARC

The ARC may:

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- (a) approve an application for Approval with or without conditions as the ARC thinks fit; or
- (b) refuse to approve an application for Approval.

3. ARCHITECTURAL REVIEW COMMITTEE

3.1 Appointment of Architectural Review Committee

- (a) The Body Corporate must appoint an ARC to approve plans and specifications and to generally administer this Code in accordance with its terms and conditions.
- (b) The ARC must consist of 3 members, one of whom must be an architect registered to practice in Australia.
- (c) Subject to clause 3.1(d), the Body Corporate:
 - (i) may appoint all of the members of the ARC; and
 - (ii) retains the right to appoint, dismiss, add to or replace all members of the ARC.
- (d) Until the date 12 months after the Developer or the Original Owner no longer owns a Lot, the Developer may appoint all of the members of the ARC and retains the right to appoint, dismiss, add to or replace all members of the ARC. The Developer may at any time by notice in writing to the Body Corporate, transfer its rights and entitlements under this clause to the Body Corporate.
- (e) The ARC may appoint a chairperson and may appoint such other officers for its efficient operation as it deems appropriate.
- (f) Members of the ARC must disclose any conflict of interest that they may have in determining an application. Professionals who are engaged on work that is subject to ARC approval cannot be members of the ARC.

3.2 Review of Plans and Specifications

- (a) No Development can be commenced on any Lot until plans and specifications showing the Development have been approved by the ARC in writing.
- (b) Plans and specifications submitted to the ARC for its approval must be fully detailed including in the case of building work floor plans, site plans, drainage plans, landscape plans, elevation drawings, security layout plans, descriptions or samples of exterior materials and colours, and at least two accurate perspective sketches prepared by a registered architect or a suitably qualified draftsman.
- (c) The ARC may require as a condition on an approval of an application, that:
 - (i) additional plans and specifications or such other information as recommended, be submitted; or
 - (ii) changes be made to the plans and specifications provided those changes are consistent with the Building Act 1975, the Standard Building Regulation 1993 and this Code; or
 - (iii) the proposed construction or alteration be completed within a reasonable time specified in the recommended condition which cannot be greater than 18 months.
- (d) Notwithstanding anything contained in this Code to the contrary, the applicant shall ensure that the buildings, structures and other works submitted for Approval shall also comply with all relevant Laws.
- (e) In respect of applications for Approval, the ARC will be deemed to have approved an application unless it issues a decision to the contrary within 60 days after receipt by the ARC of the application or, where additional information is requested by the ARC, within 60 days of receipt of the additional information by the ARC.

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3.3 Meetings of the ARC

- (a) The ARC may meet from time to time (as necessary) to perform its duties under this Code.
- (b) Three members of the ARC will constitute a quorum.
- (c) At any meeting at which a quorum of the ARC is present, the decision by a majority of ARC members voting on a particular matter will be the decision of the ARC.
- (d) If there is an equality of votes, in addition to the Chairperson's ordinary vote, the ARC's chairperson has a casting vote.
- (e) The ARC may by a unanimously adopted resolution in writing, designate one or more of its members to investigate or perform any duties for and on behalf of the ARC, and report that person's finding to the ARC.
- (f) The vote of a majority of the ARC members constitutes an act of the ARC.

3.4 Compensation of ARC Members

The members of the ARC may receive reimbursement for expenses incurred by them in the performance of their duties, and such other sums as the Body Corporate may from time to time determine by resolution, as compensation for services rendered.

3.5 Non Liability of Members

- (a) Neither:
 - (i) the ARC or any member of it; nor
 - (ii) the Body Corporate or its duly authorised representatives,shall be liable to any Resident for any loss, damage or injury arising out of or in any way connected with the performance of the Body Corporate's or the ARC's duties under this Code, unless that arises out of the wilful misconduct or bad faith of the Body Corporate or ARC as the case may be.
- (b) Neither the ARC nor the Body Corporate are responsible for reviewing, nor will any approval of any plan or design be deemed approval of any plans or design for the purposes of:
 - (i) structural safety approval; nor
 - (ii) conformity with building or other codes or standards.

3.6 Cost Recovery

- (a) A person must pay (on demand)
 - (i) the whole of the ARC's and the Body Corporate's costs, charges and expenses (including legal costs on a full indemnity basis or solicitor and own client basis, whichever is the higher) incurred in:
 - (A) enforcing this Code against; or
 - (B) recovering levies, fees or other costs payable by,that person through litigation or other lawful means; and

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- (ii) in respect of each application for an approval of the ARC, a fee (in the amount prescribed by the ARC from time to time) in payment of the ARC and Body Corporate's administrative costs and expenses in processing the application.

- (b) Any amount payable under clause 3.6(a) may be recovered against that person as a liquidated debt in a court of competent jurisdiction.

3.7 Runs with Land

An Approval attaches to the land, the subject of the application, and binds the owner, the owner's successors in title and any occupier of the land.

3.8 Relaxations or Waivers

The ARC may in its absolute discretion relax or waive any requirement contained in clause 4.

3.9 Body Corporate Ratification

Where necessary, the Body Corporate must ratify and enforce all decision of the ARC.

4. BUILDING CONTROLS

4.1 Dwelling Houses

Only one Dwelling House may be erected on a Lot.

4.2 Compliance with Table of Development Requirements

All Development Work in relation to the construction, modification or alteration of a Dwelling House or any other improvements on a Lot must at all times comply with the requirements specified in the Table of Development Requirements.

4.3 Fence Controls

- (a) Fences located along a Thoroughfare Alignment must:

- (i) not be higher than 1.8 metres above Ground Level at any point;
- (ii) not extend longer than 50% of the length of the Thoroughfare Alignment; and
- (iii) be constructed of either:
 - (A) unpainted precoloured render over masonry;
 - (B) insitu precoloured off-form concrete;
 - (C) powdercoated steel rods or flat section members of maximum 40mm widths of steel; or
 - (D) dressed or fine sawn timber battens of maximum dimensions 75x50mm.

- (b) Fences located on side and rear boundaries must:

- (i) not be higher than 1.8 metres above Ground Level at any point; and
- (ii) be constructed or either:
 - (A) unpainted precoloured render over masonry;
 - (B) insitu precoloured off-form concrete;

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- (C) powdercoated steel rods or flat section members of maximum 40mm widths of steel;
 - (D) dressed or fine sawn timber battens of maximum dimensions 75x50mm;
 - (E) timber capped fence painted with a colour in accordance with clause 4.4(b); or
 - (F) good neighbour colorbond fence in a colour in accordance with clause 4.4(b).
- (c) Fences located on boundaries adjoining conservation bushland or other natural settings must have at least 50% open area within either steelwork or battens as described in sub-clauses (a) and (b) above.
 - (d) All fences are to be finished to the same premium quality all round and on both sides.
 - (e) Swimming pools must be fenced in accordance with the requirements of the Local Authority and the Standard Building Regulation 1993.
 - (f) Gates to driveways are not permitted.

4.4 Exterior Materials and Colours

- (a) Exteriors of Dwelling Houses and other freestanding structures on a Lot must be finished in any, or a combination of:
 - (i) rendered masonry, painted or in unpainted precoloured render;
 - (ii) insitu off-form concrete;
 - (iii) timber boarding – painted, stained or natural;
 - (iv) metal sheeting limited to zinc or copper left natural;
 - (v) natural stone; or
 - (vi) painted fibrous cement sheet limited to 30% of any elevation.
- (b) Colours are to be within a specified range of muted, earthy tones or in the spectrum white to dark grey. Vibrant colours are not permitted on exteriors.
- (c) Exposed rainwater goods and other metalwork is to be stainless steel or powdercoated to integrate with external wall colours.
- (d) Fascias and trim are to be in either natural, stained or painted timber, colour co-ordinated with external wall colours.
- (e) Roofing is limited to ribbed metal cladding which must be in the range light grey to dark grey, and non-reflective.
- (f) Pool fences, in addition to requirements set out in 4.3, are to be a maximum of 1250mm high unless adjoining a side boundary, and be constructed of either rendered masonry, clear glass or metal rods of flat section or round members black in colour.
- (g) Screen enclosures, such as for bin storage, are to be in the same materials as described in 4.4(a).
- (h) Glazing is to be clear or lightly tinted glass and be non-reflective.
- (i) Glazing framing is to be either timber (painted, stained or natural) or aluminium (anodised or powdercoated in accordance with clause 4.4(b)).

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4.5 General Conditions

- (a) All external meters and services must be fully screened or enclosed.
- (b) The owner of a Lot must provide an enclosure for two (2) wheeled garbage containers, such that the bins are at no time exposed to view from the street.
- (c) All exterior light fittings must be of premium quality and contemporary design.
- (d) Address numbers to each Lot are to be:
 - (i) of premium quality and contemporary font;
 - (ii) clearly visible from the adjoining thoroughfare;
 - (iii) externally illuminated at night by reflected light;
 - (iv) be a minimum of 100mm and maximum of 200mm in height; and
 - (v) be made of stainless steel unpainted, or white or black painted metal.
- (e) Each lot owner must provide a letter box complying with Australia Post regulations and be sympathetic and integrated with the design of the house, with each box integrated within a fence along or accessible from a Thoroughfare Alignment.

4.6 Swimming Pools

- (a) Swimming pools, as measured to the water's edge within the pool, must be:
 - (i) built in accordance with all Laws and the requirements of any Authority;
 - (ii) where a Lot abuts parkland, no closer than 2 meters measured to the boundary; and
 - (iii) fenced in accordance with clause 4.3 and 4.4(f).
- (b) Swimming pool equipment such as filter pump motors must:
 - (i) comply with the requirements of the Local Authority;
 - (ii) be suitably screened or enclosed so as not to be visible from Common Property or adjoining Lots; and
 - (iii) be contained in an acoustically treated enclosure or located in a manner which prevents a noise nuisance beyond the Lot in accordance with the nuisance provisions of the Environmental Protection Regulation 1998.

4.7 Landscape Controls

- (a) Landscaping must not unreasonably interfere with the amenity of adjacent Lots or Common Property. Such amenity includes, but is not limited to, views, access to natural light, privacy, absence of intrusive noise, absence of glare and access to significant natural features.
- (b) Owners must be responsible for the provision and maintenance of Landscaping on their Lots.
- (c) Screens and shading structures must be sympathetic and integrated with the Dwelling House. Enclosure and shading structures greater than 2.0 metres in height which are visible from Common Property must be screened by vegetation.

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- (d) Owners must not plant or keep on, and must remove from a Lot any tree or plant species which is a declared noxious weed. Owners must comply with the proper lawful requirements of the Local Authority in relation to Landscaping.
- (e) Any species of plant in excess of 1 meter must be selected from the approved species list maintained by the ARC or Body Corporate from time to time.

4.8 Natural level

- (a) The Ground Level of any Lot must not be raised or lowered from the Natural Level by more than 0.5 metres within 1.5 metres of any boundary or by more than 1.5 metres for the remainder of the Lot.
- (b) Where the Ground Level is varied pursuant to clause 4.8(a) the resulting cut and fill areas shall be either retained by walls or other structures or contoured and Landscaped such that the land is structurally stable and not subject to erosion.
- (c) Retaining walls or other devices used to alter the natural ground line must be a maximum of 1.0 metre in height or be terraced or effectively screened by suitable planting and must be sympathetic and integrated with the Dwelling House.
- (d) Retaining walls or other devices used to alter the natural ground line must be constructed of natural stonework, insitu off-form coloured concrete, or unpainted pre-coloured render over masonry, and with premium workmanship and finish.

4.9 General Restrictions

An Owner must not, unless the ARC approves, in writing, do any of the following:

- (a) erect any external blinds or awnings; or
- (b) fit any windows with mirrored glass or coat any windows with aluminium foil, reflected films, or similar material; or
- (c) erect any internal window furnishings which are not of premium standard; or
- (d) provide on the Lot, clothes-drying facilities that are visible from Common Property; or
- (e) erect any sign or billboard of any kind on the Lot unless recommended to do so by Law.

5. SECURITY DEPOSIT

Before the commencement of any Development Work or Landscaping of a Lot, the Resident must lodge with the Body Corporate a bond, by cash payment of \$1,500 or an unconditional bank guarantee by a bank acceptable to the ARC to pay that amount to the Body Corporate on demand, as security for rectification of any damage to Common Property or other Lots during any Development Work or Landscaping of that Resident's Lot, or for rectification of any Development Work or Landscaping on the Lot which is not in accordance with the Approval.

6. STREET TREES AND NOMINATED DRIVEWAYS / CROSSOVERS

The existing nominated driveways and crossovers are to be utilised and there is to be no variation relocating these positions without the express written permission of the committee. Street trees located in Common Property are not to be removed without the express written permission of the committee. In the situation that the committee grant permission to remove a tree, a \$3,000 fee may be payable to the Elysium Noosa CTS.

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TABLE OF DEVELOPMENT REQUIREMENTS

Precinct	Key Requirements
Group Housing Development Precinct Private Open Space Entry Lots 901/902	<ul style="list-style-type: none"> • No dwellings or structures other than depicted in the approved landscape plan are to be erected or otherwise installed on these lots. • Maintenance agreement to be included in all bodies corporate to ensure ongoing maintenance of entry features.
General requirements for all Group Housing Development Precinct Residential Lots	<p><u>GENERAL</u></p> <ul style="list-style-type: none"> • All dwellings shall be screened where practical to prevent the ingress of mosquitoes and smaller biting midges. • Windows, balconies, verandas and screening devices shall be incorporated into elevations facing street frontages to articulate building form. • Laundries and clothes-drying facilities are not to be located along the primary or secondary street frontage, unless suitable screening is provided. • Garages shall be setback in line with, or behind the main dwelling façade. • Garage access to Lots 63 & 64 is to be from each lot's southern road frontage. <p><u>SITE COVER</u> Means the proportion of the site covered by all buildings and structures measured from the outside of the external wall but does not include roofed unenclosed outdoor living spaces. The maximum site cover for any lot shall not exceed:</p> <ul style="list-style-type: none"> • 50% for Ground Floor; and • 40% for First Floor to achieve a stepping of buildings. <p><u>SETBACKS</u> Setbacks are measured from the façade (face of building or posts) to the boundary but exclude eaves, roof overhangs and awnings provided they encroach no more than 600mm into the setback distance.</p> <ul style="list-style-type: none"> • Swimming pools, pergolas, low decks and

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garden structures shall setback a minimum of 2 metres from the Conservation Parkland Boundary, with minor intrusions permitted where footings do not adversely impact on vegetation within the Conservation Parkland.

Front Setbacks

- All lots (including corner and cul de sac lots) shall have a minimum front setback of 3 metres, with garages setback a minimum of 5.0 metres.

Rear Setbacks

- The minimum rear building setback shall be 2 metres.
- The minimum building setback to the Conservation Parkland boundary (Public Use Land for Environmental purposes) shall be 6 metres.
- The minimum building setback to common property shall be 2 metres.

Built to the Boundary Walls and Side Setbacks

Built to boundary walls may be included on lot boundaries identified on the Master Plan of Development 6994-53P and on all lots which abut conservation parklands.

- The maximum length of a built-to-boundary wall is 8.0m.
- The maximum height of the built-to-the-boundary wall is 3.5m, and is to be constructed with materials consistent with the standards of the remainder of the dwelling.
- The opposite side boundary to the built to boundary wall boundary shall have a minimum building setback of 3 metres.
- Where there is no built to boundary wall, the minimum side building setback shall be 1.5 metres.

SCHEDULE

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	<p>Soft Landscaping Means trees, shrubs, grass, and the like and, pervious surfaces that occur naturally. The term does not include swimming pools or impervious surfaces such as pathways, driveways and the like.</p> <ul style="list-style-type: none"> • Soft landscaping shall be provided and retained over a minimum of 20% of the lot area.
	<p>Building Height Except for Lots 1-5, 9, 10 & 13 that shall not exceed 1 storey, the maximum building height is 2 storeys and 8 metres in accordance with the Schedule to the Planning Scheme for Noosa Shire shall apply.</p>
<p>Estate Sales Office</p>	<p>Any Estate Sales Office or Display Home must comply with the provisions of section 5.14 of the Schedule to the Planning Scheme for Noosa Shire.</p>
<p>Community Use Facilities</p>	<p>Community Use Facilities are to be located in accordance with the Plan of Development and are to be developed generally in accordance with the Community Centre proposal plans prepared by AV Jennings Plans SK01A (Feb 11), SK02 (Feb 11) & SK03 (Feb 11).</p>
<p>SUPPLEMENTARY TABLE OF DEVELOPMENT</p>	
<p>Group Housing including ancillary recreational & allied community use facilities in private open space complying with the key requirements contained on this plan</p>	<p>Self Assessable</p>
<p>Detached Houses within a Group Housing lot</p>	<p>Self Assessable</p>
<p>Detached Dwelling within a Group Housing lot where not complying with the Key Development Requirements for the Precinct</p>	<p>Code Assessable</p>
<p>Estate Sales Office</p>	<p>Self Assessable</p>

SCHEDULE

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SCHEDULE E	DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY
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Not Applicable

Body Corporate for Elysium Noosa CTS 37939

Minutes of the Annual General Meeting held in at Elysium Noosa, Noosa Springs Drive, Noosa Heads on Thursday, 30 April 2015 at 11:00am

Lots represented by

Lot 1 Vote from the floor by Tony Creighton (Company Nominee)
Lot 2 Vote from the floor by Tony Creighton (Company Nominee)
Lot 3 Vote from the floor by Tony Creighton (Company Nominee)
Lot 4 Vote from the floor by Tony Creighton (Company Nominee)
Lot 5 Vote from the floor by Tony Creighton (Company Nominee)
Lot 6 Vote from the floor by Tony Creighton (Company Nominee)
Lot 9 Vote from the floor by Tony Creighton (Company Nominee)
Lot 11 Vote from the floor by David Townend
Lot 13 Vote from the floor by Tony Creighton (Company Nominee)
Lot 17 Voting paper
Lot 18 Voting paper
Lot 35 Vote from the floor by Tony Creighton (Company Nominee)
Lot 52 Voting paper
Lot 53 Vote from the floor by Mark and Michaela James
Lot 55 Vote from the floor by Tony Creighton (Company Nominee)
Lot 56 Vote from the floor by Tony Creighton (Company Nominee)
Lot 63 Vote from the floor by Tony Creighton (Company Nominee)
Lot 64 Vote from the floor by Tony Creighton (Company Nominee)
Lot 65 Vote from the floor by Tony Creighton (Company Nominee)
Lot 66 Vote from the floor by Tony Creighton (Company Nominee)
Lot 67 Vote from the floor by Tony Creighton (Company Nominee)
Lot 68 Vote from the floor by Tony Creighton (Company Nominee)
Lot 69 Vote from the floor by Tony Creighton (Company Nominee)
Lot 72 Vote from the floor by Tony Creighton (Company Nominee)
Lot 74 Voting paper
Lot 91 Vote from the floor by Kevin Hill and Robert Walters
Lot 100 Vote from the floor by Linda Clarkson
Lot 101 Vote from the floor by Tony Creighton (Company Nominee)
Lot 103 Vote from the floor by Tony Creighton (Company Nominee)
Lot 104 Vote from the floor by Tony Creighton (Company Nominee)
Lot 105 Vote from the floor by Tony Creighton (Company Nominee)
Lot 106 Vote from the floor by Tony Creighton (Company Nominee)
Lot 107 Vote from the floor by Tony Creighton (Company Nominee)
Lot 108 Vote from the floor by Tony Creighton (Company Nominee)
Lot 109 Vote from the floor by Tony Creighton (Company Nominee)
Lot 110 Vote from the floor by Tony Creighton (Company Nominee)
Lot 112 Vote from the floor by Anthony and Nancy Frost
Lot 123 Vote from the floor by Tony Creighton (Company Nominee)
Lot 124 Vote from the floor by Tony Creighton (Company Nominee)
Lot 125 Vote from the floor by Tony Creighton (Company Nominee)
Lot 126 Vote from the floor by Tony Creighton (Company Nominee)
Lot 127 Vote from the floor by Tony Creighton (Company Nominee)

Lot 128 Vote from the floor by Tony Creighton (Company Nominee)
Lot 129 Vote from the floor by Tony Creighton (Company Nominee)
Lot 130 Vote from the floor by Tony Creighton (Company Nominee)
Lot 131 Vote from the floor by Tony Creighton (Company Nominee)
Lot 132 Vote from the floor by Tony Creighton (Company Nominee)
Lot 135 Vote from the floor by Tony Creighton (Company Nominee)
Lot 136 Vote from the floor by Tony Creighton (Company Nominee)
Lot 137 Vote from the floor by Mark Westacott
Lot 151 Voting paper
Lot 165 Voting paper
Lot 168 Vote from the floor by Stewart Cheyne
Lot 170 Vote from the floor by Richard and Alison Thomas
Lot 178 Voting paper
Lot 180 Voting paper
Lot 185 Vote from the floor by Scott Bradford (Company Nominee)

Confirmation of proxies and voting papers

The Chairperson declared that all Voting Papers were valid

Quorum

The Chairperson advised that a quorum was represented and declared the meeting open at 11:00am.

Also in attendance

John Atkinson of SSKB (Community Manager)
Sean Cary of AV Jennings (Interim Manager)
Ian Menzies (Caretaking Contractor)

Apologies

Apologies were recorded for all those owners who had lodged a voting paper or proxy but were unable to attend in person.

Statutory Motions

1. Confirmation of Minutes of Previous Meeting - Motion by Ordinary Resolution

RESOLVED THAT the Minutes of the Extraordinary General Meeting held on 19 March 2015 be confirmed.

YES 56 NO 0 ABSTAIN 1

2. Adoption of Financial Statements - Motion by Ordinary Resolution

RESOLVED THAT presentation of the Independent Auditor's Report by KPMG, including the Balance Sheet and Statements of Income and Expenditure for the year ending 2014/2015 be adopted and confirmed by the Body Corporate.

YES 57 NO 0 ABSTAIN 0

3. Non Audit of Accounts for Ensuing Financial Year - Motion By Special Resolution

THAT the body corporate statement of accounts for the 2015/2016 financial year not be audited.

LOST - Accounts to be audited YES 4 NO 53 ABSTAIN 0

4. Appointment of Auditor - Motion by Ordinary Resolution – LOST

The Motion that KPMG, be appointed to audit the body corporate statement of accounts for the 2015-16 financial year **WAS LOST**. The Meeting **RESOLVED THAT** the choice of an auditor to be engaged to audit the Body Corporate accounts for the 2015/2016 financial year should be made by the incoming Committee.

YES 5 NO 51 ABSTAIN 1

5. Administrative Fund Budget and Advance Issue - Motion by Ordinary Resolution

RESOLVED THAT

- i. the Body Corporate adopt the Administrative Fund budget totalling \$369,333.86 including GST;
- ii. there will be 2 levies issued this financial year to make up the balance of the budget; and
- iii. there will be 1 advance issue for next financial year issued at an average of the levies issued this financial year.

Summary Table

Due Date	\$ (including GST)	Period
(already issued)	\$50.27	01/02/15-31/05/15
01/06/15	\$72.57	01/06/15-30/09/15
01/10/15	\$72.57	01/10/15-31/01/16
Total contribution entitlements: 1,890	Total per contribution entitlement: \$195.41	
01/02/16 (advance issue next financial year)	\$65.13	01/02/16-31/05/16

IT WAS AGREED at the Meeting that as an explanation of the new proposed expenditure line item "onsite management", a copy of the letter dated 20 February 2015 from the Body Corporate Chairman to Mr Sean Cary should be attached to the copies of the Minutes of this Meeting for the information of all owners.

YES 55 NO 1 ABSTAIN 1

6. Sinking Fund Budget and Advance Issue - Motion by Ordinary Resolution

RESOLVED THAT

- i. the Body Corporate adopt the Sinking Fund budget totalling \$170,500.00 including GST;
- ii. there will be 2 levies issued this financial year to make up the balance of the budget; and
- iii. there will be 1 advance issue for next financial year issued at an average of the levies issued this financial year.

Summary Table

Due Date	\$ (including GST)	Period
(already issued)	\$38.47	01/02/15-31/05/15
01/06/15	\$25.87	01/06/15-30/09/15
01/10/15	\$25.87	01/10/15-31/01/16
Total contribution entitlements: 1,890	Total per contribution entitlement: \$90.21	
01/02/16 (advance issue next financial year)	\$30.07	01/02/16-31/05/16

To assist owners in understanding the Committee's proposed Sinking Fund expenditure on landscaping for the 2015/2016 financial year, IT WAS AGREED by those present that the document titled "Elysium Noosa Body Corporate Landscape Rejuvenation Strategy" should be attached to the copy of the minutes of this Meeting to be sent to all owners.

YES 54 NO 2 ABSTAIN 1

7. Insurance Approval - Motion by Ordinary Resolution

RESOLVED THAT the Body Corporate:

- i. ratifies the insurance details, listed in the insurance report circulated with the Meeting material, renewed on 1 February 2015;
- ii. authorises the Community Manager to take the necessary action to obtain insurance renewal proposals for the Chairperson or committee representative approval; and
- iii. acknowledges the disclosures made by SSKB in the Administration Agreement concerning insurance.

NOTE: The last valuation for insurance purposes was carried out on 18 October 2012 for a building replacement value determined at \$9,309,434.

YES 57 NO 0 ABSTAIN 0

Motions from the Committee

8. Addition of Items to Schedule D of Community Management Statement - Motion by Resolution Without Dissent

RESOLVED THAT the following two items be added to Schedule D for the establishment of a refundable deposit to cover incidental costs which the Body Corporate may incur during the building phase for new lots as a result of damage caused to common property which cannot be directly attributed to a particular contractor within the project:

“5 Security deposit

Before the commencement of any Development Work or Landscaping of a Lot, the Resident must lodge with the Body Corporate a bond, by cash payment of \$1,500 or an unconditional bank guarantee by a bank acceptable to the ARC to pay that amount to the Body Corporate on demand, as security for rectification of any damage to Common Property or other Lots during any Development Work or Landscaping of that Resident's Lot, or for rectification of any Development Work or Landscaping on the Lot which is not in accordance with the Approval.

6 Street trees and nominated driveways / crossovers

The existing nominated driveways / crossovers are to be utilized no variation to these relocating these positions without the express written permission of the Committee. Street trees located in Common property are not to be removed without the express written permission of the Committee. In the rare situation that Committee grant permission to remove a tree, a \$3,000 fee may be payable to the Elysium Noosa CTS.”

YES 57 NO 0 ABSTAIN 0

Motions from Owners

9. The Driveway Bridges Crossing in Honey Myrtle be Upgraded (Dangerous) - Motion by Ordinary Resolution Proposed by David Townend of Lot 11

MOTION WITHDRAWN

The Motion 'THAT the Driveway Bridges Crossing in Honey Myrtle be upgraded (Dangerous)' was withdrawn by the owner who originally lodged it.

Election of Committee Members

Nominations for the following positions were received and appear in alphabetical order:

Chairperson	CREIGHTON, Tony	As only 1 nomination was received for this position, this candidate will be declared elected
Secretary	COTTERILL, David	As only 1 nomination was received for this position, this candidate will be declared elected
Treasurer	KISSANE, James	As only 1 nomination was received for this position, this candidate will be declared elected
Ordinary Committee Members	BRADFORD, Scott; BRINCKMAN, Geoffrey; FROST, Anthony; HOBSON, Robert; TOWNEND, David	As more than 4 nominations were received for this position, a ballot will be held for this position

Therefore the following persons shall comprise the Body Corporate Committee for the ensuing year.

Chairperson	CREIGHTON, Tony	
Secretary	BRINCKMAN, Geoff	Following the withdrawal of David Cotterill
Treasurer	KISSANE, Jim	
Ordinary Committee Members	BRADFORD, Scott FROST, Anthony HOBSON, Robert TOWNEND, David	As David Cotterill withdrew his nomination, no ballot was required for these positions

On-line invoice approval authority

The Committee will be asked to choose a member who will manage the approval of invoices through the on-line invoice approval system (referred to as The Hub) until the next Committee Meeting where this matter can be discussed further and ratified.

Hub Authorisers: Tony Creighton, Jim Kissane

Next Meeting

The next Committee Meeting will be held on:

Date: Thursday, 21 May 2015

Time: 10.00am

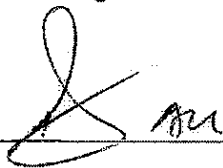
Place: Elysium Recreation Centre

Closure

Following a broad-ranging discussion of Body Corporate items of interest to those owners present, the Chairman declared the Meeting closed at 1:30pm.

Confirmed and signed as a true and correct record of this meeting.

Chairperson: _____



Date: _____

1/5/15