

Dealing Number



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**1. Nature of request**

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

**Lodger Code**

REQUEST TO RECORD A NEW COMMUNITY  
MANAGEMENT STATEMENT FOR THE ISLANDER  
NOOSA COMMUNITY TITLES SCHEME 32252

**2. Lot on Plan Description**

**Title Reference**

COMMON PROPERTY OF THE  
ISLANDER NOOSA COMMUNITY  
TITLES SCHEME 32252

50484336

**3. Registered Proprietor/State Lessee**

BODY CORPORATE FOR THE ISLANDER NOOSA COMMUNITY TITLES SCHEME 32252

**4. Interest**

N/A

**5. Applicant**

BODY CORPORATE FOR THE ISLANDER NOOSA COMMUNITY TITLES SCHEME 32252

**6. Request**

I hereby request that: the New Community management statement deposited herewith which amends Schedule C of the existing Community Management Statement be recorded as the Community Management Statement for the Islander Noosa Community Titles Scheme 32252.

**7. Execution by applicant**



Rob Hauser  
Chairperson

Delys Murray  
Treasurer

22/10/2023  
Execution Date

Applicant's or Solicitor's Signature

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

THIS CMS MUST BE DEPOSITED WITH:

- A FORM 14 GENERAL REQUEST; AND
- A FORM 18C (IF NO EXEMPTION TO THE PLANNING BODY CMS NOTATION APPLIES).

A NEW CMS MUST BE LODGED WITHIN THREE (3) MONTHS OF THE DATE OF CONSENT BY THE BODY CORPORATE

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CMS LABEL NUMBER

**This statement incorporates and must include the following:**

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

**1. Name of community titles scheme**

The Islander Noosa Community Titles Scheme 32252

**2. Regulation module**

ACCOMMODATION MODULE

**3. Name of body corporate**

BODY CORPORATE FOR THE ISLANDER NOOSA COMMUNITY TITLES SCHEME 32252

**4. Scheme land**

Lot on Plan Description  
Common Property of The Islander  
Noosa Community Titles Scheme  
32252

Title Reference  
50484336

Lot 1 in GTP 2026

17336168

Lot 2 in GTP 2026

17336169

Lot 3 in GTP 2026

17336170

Lot 4 in GTP 2026

50208462

Lots 5 to 51 in GTP 2026

17336172 to 17336218

Lots 59 to 74 in GRP 2096

17372203 to 17372218

Lots 75 to 84 in GRP 2217

17450241 to 17450250

Lot 85 in GRP 2217

17451001

Lots 1 to 9 in GTP 2743

18192033 to 18192041

**5. #Name and address of original owner**

N/A

**6. Reference to plan lodged with this statement**

N/A

# first community management statement only

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

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

NOT APPLICABLE PURSUANT TO SECTION 60(6) OF THE BODY CORPORATE AND COMMUNITY MANAGEMENT ACT 1997.

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

**8. Consent of body corporate**



22 10 4 1 2023  
Execution Date

Rob Hauser  
Chairperson

Delys Murray  
Treasurer

\*Execution

\*Body corporate to execute for a new community management statement

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<b>SCHEDULE A</b>	<b>SCHEDULE OF LOT ENTITLEMENTS</b>
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Lot on Plan	Contribution	Interest
LOT 1 IN GTP 2026	20	20
LOT 2 IN GTP 2026	20	20
LOT 3 IN GTP 2026	20	20
LOT 4 IN GTP 2026	20	20
LOT 5 IN GTP 2026	20	20
LOT 6 IN GTP 2026	12	12
LOT 7 IN GTP 2026	10	10
LOT 8 IN GTP 2026	10	10
LOT 9 IN GTP 2026	10	10
LOT 10 IN GTP 2026	10	10
LOT 11 IN GTP 2026	12	12
LOT 12 IN GTP 2026	12	12
LOT 13 IN GTP 2026	10	10
LOT 14 IN GTP 2026	10	10
LOT 15 IN GTP 2026	10	10
LOT 16 IN GTP 2026	10	10
LOT 17 IN GTP 2026	12	12
LOT 18 IN GTP 2026	10	10
LOT 19 IN GTP 2026	10	10
LOT 20 IN GTP 2026	25	25
LOT 21 IN GTP 2026	25	25
LOT 22 IN GTP 2026	25	25
LOT 23 IN GTP 2026	26	26
LOT 24 IN GTP 2026	25	25
LOT 25 IN GTP 2026	25	25
LOT 26 IN GTP 2026	25	25
LOT 27 IN GTP 2026	25	25
LOT 28 IN GTP 2026	25	25
LOT 29 IN GTP 2026	12	12
LOT 30 IN GTP 2026	10	10
LOT 31 IN GTP 2026	10	10
LOT 32 IN GTP 2026	12	12
LOT 33 IN GTP 2026	10	10
LOT 34 IN GTP 2026	10	10
LOT 35 IN GTP 2026	12	12
LOT 36 IN GTP 2026	12	12
LOT 37 IN GTP 2026	12	12
LOT 38 IN GTP 2026	12	12
LOT 39 IN GTP 2026	12	12
LOT 40 IN GTP 2026	12	12
LOT 41 IN GTP 2026	12	12
LOT 42 IN GTP 2026	10	10
LOT 43 IN GTP 2026	10	10
LOT 44 IN GTP 2026	10	10
LOT 45 IN GTP 2026	10	10
LOT 46 IN GTP 2026	12	12
LOT 47 IN GTP 2026	8	8
LOT 48 IN GTP 2026	8	8
LOT 49 IN GTP 2026	8	8

Lot on Plan	Contribution	Interest
LOT 50 IN GTP 2026	8	8
LOT 51 IN GTP 2026	10	10
LOT 59 IN GRP 2096	12	12
LOT 60 IN GRP 2096	10	10
LOT 61 IN GRP 2096	10	10
LOT 62 IN GRP 2096	12	12
LOT 63 IN GRP 2096	12	12
LOT 64 IN GRP 2096	10	10
LOT 65 IN GRP 2096	10	10
LOT 66 IN GRP 2096	12	12
LOT 67 IN GRP 2096	12	12
LOT 68 IN GRP 2096	10	10
LOT 69 IN GRP 2096	10	10
LOT 70 IN GRP 2096	12	12
LOT 71 IN GRP 2096	12	12
LOT 72 IN GRP 2096	10	10
LOT 73 IN GRP 2096	10	10
LOT 74 IN GRP 2096	12	12
LOT 75 IN GRP 2217	12	12
LOT 76 IN GRP 2217	10	10
LOT 77 IN GRP 2217	10	10
LOT 78 IN GRP 2217	12	12
LOT 79 IN GRP 2217	10	10
LOT 80 IN GRP 2217	12	12
LOT 81 IN GRP 2217	10	10
LOT 82 IN GRP 2217	8	8
LOT 83 IN GRP 2217	8	8
LOT 84 IN GRP 2217	8	8
LOT 85 IN GRP 2217	8	8
LOT 1 ON GTP 2743	25	25
LOT 2 ON GTP 2743	25	25
LOT 3 ON GTP 2743	30	30
LOT 4 ON GTP 2743	10	10
LOT 5 ON GTP 2743	10	10
LOT 6 ON GTP 2743	10	10
LOT 7 ON GTP 2743	10	10
LOT 8 ON GTP 2743	10	10
LOT 9 ON GTP 2743	12	12
<b>TOTALS</b>	<b>1142</b>	<b>1142</b>

<b>SCHEDULE B</b>	<b>EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND</b>
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Not Applicable.



SCHEDULE C	BY-LAWS
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## 1. DEFINITIONS

In these Bylaws: –

- 1.1. **Act** means the *Body Corporate and Community Management Act 1997* or legislation which replaces it;
- 1.2. **Air Conditioning Equipment** means any equipment installed for the reticulation of conditioned air to a Lot;
- 1.3. **Car Parking Facility** means the car parking facilities which form part of the Common Property identified on the exclusive use plan attached to this Community Management Statement and any areas designated as visitor carparking;
- 1.4. **Invitee** means any tenant, guest, visitor, licensee or agent of an Occupier who may be on a Lot or the Common Property with or without invitation;
- 1.5. **Lot** means a lot in the Scheme;
- 1.6. **Lease** has the same meaning as in the *Retail Shop Leases Act 1994*;
- 1.7. **Caretaking Service Contractor** has the same meaning as in the *Body Corporate and Community Management Act 1997*;
- 1.8. **Caretaking Service Contractor's Lot** means Lot 24 in GTP 2026 in the Scheme;
- 1.9. **Manager** means the Caretaking Service Contractor;
- 1.10. **Regulation Module** means the regulation module of the Act that applies to the Scheme as identified in Item 2 of this CMS (Community Management Statement);
- 1.11. **Requirements** means any requirement or authorisation of any statutory body, local authority, governmental or other authority necessary or desirable under applicable law or regulation and includes the provisions of any statute, ordinance or Bylaw under the Act;
- 1.12. **Residential Tenancy** has the same meaning as in the *Residential Tenancies and Rooming Accommodation Act 2008*;
- 1.13. **Scheme** means the The Islander Noosa Community Titles Scheme 32252;
- 1.14. **Scheme Land** means all land in the Scheme;
- 1.15. **Services** means all gas, electricity, telephone, telecommunications, Tv Services, water, sewerage, fire prevention, ventilation, air conditioning, hydraulic elevator and security services and all other services or systems provided in the Scheme or available for a Lot;

- 1.16. **Security Access Device** means a key, fob, swipe, or other device used to gain access to something that would otherwise be inaccessible without the use of such key, fob, swipe, or other device and includes opening and closing doors, gates or locks or to operate alarms, security systems or communication systems.
- 1.17. **Security Company** means the company under contract to provide security to the Scheme;
- 1.18. **Service Infrastructure** means any infrastructure for the provision of Services to the Scheme land; and
- 1.19. **Statutory Provision** means a statute regulation or provision of a statute or regulation.
- 1.20. **Vehicle** has the same meaning as in the *Transport Operations (Road Use Management) Act 1995*;

## 2. INTERPRETATION

### 2.1. Reference to:

- 2.1.1. the singular includes the plural and the plural includes the singular;
- 2.1.2. a person means a person bound by these Bylaws and includes a body corporate an unincorporated association or an authority; and
- 2.1.3. a Statutory provision includes:
- (a) that Statutory Provision as amended or re-enacted from time to time; and
  - (b) a statute regulation or provision enacted in replacement of that Statutory Provision.
- 2.1.4. "Including" and similar expressions are not words of limitation.
- 2.1.5. Where a word or expression is given a particular meaning other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- 2.1.6. Headings are for convenience only and do not form part of these Bylaws or affect interpretation.
- 2.1.7. Words and expressions defined in the Act or the Regulation Module have the same meaning in these by-laws where the context permits and except where otherwise defined.



**3. Application****3.1. All Owners must:**

- 3.1.1. comply with these by-laws; and
- 3.1.2. procure their Invitees to comply with these by-laws, as if the Invitee was an Occupier.

**3.2. All Occupiers must:**

- 3.2.1. comply with these by-laws; and
- 3.2.2. procure their Invitees to comply with these by-laws, as if the Invitee was an Occupier.

**4. NOISE AND PEACEFUL ENJOYMENT****4.1. An Owner, Occupier must not use, or permit the use of, a Lot or the Common Property in a way that:**

- 4.1.1. causes a nuisance or hazard;
- 4.1.2. interferes unreasonably with the use or enjoyment of another Lot; or
- 4.1.3. interferes unreasonably with the use or enjoyment of the Common Property by a person who is lawfully on the Common Property.

**4.2. An Owner, Occupier or Invitee must:**

- 4.2.1. Maintain quietness between the hours of 10pm and 7am.
- 4.2.2. Maintain electrical items such as flues, exhaust fans, refrigeration, and air conditioning unit(s) in good working order so as to not impact peaceful enjoyment at any time. Equipment must comply with local noise regulations, including vibration and any complaint must be dealt with and resolved within 48 hours.

**4.3. Other than in an emergency activity such as building works which create noise may only be carried out:**

- 4.3.1. between 8:00 am to 5:00 pm Monday to Friday inclusive;
- 4.3.2. after the Body Corporate has been given not less than 14 days advance notice of the proposed activity; and
- 4.3.3. if all available steps are taken to keep the noise generated by the activity to a minimum.

**5. OBSTRUCTION OF COMMON PROPERTY****5.1. An Owner or Occupier must not obstruct lawful use of the Common Property by another person or (without limitation) obstruct access to:**

- 5.1.1. the Common Property or any Body Corporate Asset; or
- 5.1.2. any easement giving access to a Lot or the Common Property.

## **6. USE OF COMMON PROPERTY**

### **6.1. An Owner or Occupier or Invitee must:**

- 6.1.1. use the Common Property or any Body Corporate Asset for the purpose for which it was designed or intended;
- 6.1.2. comply with all directions and rules of the Body Corporate relating to conduct on the Common Property or use of any Body Corporate Asset; and
- 6.1.3. observe all relevant Requirements in connection with the Common Property or Body Corporate Assets.

### **6.2. An Owner or Occupier must not without the written approval of the Body Corporate use, take, encroach upon, alienate, or prevent other Owners and Occupiers the reasonable use of any part of the Common Property for their sole or exclusive use without first having obtained the relevant approval or authorisation from the Body Corporate to do so.**

## **7. IMPROVEMENTS TO COMMON PROPERTY**

### **7.1. An Owner, Occupier or Invitee must not damage, deface, alter, or make any Improvement to the Common Property without the written approval of the Body Corporate.**

### **7.2. The Caretaking Service Contractor may without the consent of the Body Corporate display signs or notices for the purposes of letting of any lot and caretaking and managing the Scheme in or about the Common Property provided they are in keeping with the amenity of the Scheme.**

## **8. GARBAGE AND REFUSE DISPOSAL**

### **8.1. An Owner or Occupier must not leave garbage, refuse or other materials on the Common Property except in a designated garbage receptacle.**

### **8.2. An Owner, Occupier or Invitee must:**

- 8.2.1. comply with any local authority local laws about the disposal of garbage or refuse that apply to the Scheme;
- 8.2.2. comply with any guidelines issued by the Body Corporate;
- 8.2.3. place all recyclable rubbish in the correct recycling receptacles;
- 8.2.4. not, in disposing of garbage, adversely affect the health, hygiene, or comfort of other Owners or Occupiers;
- 8.2.5. not leave bulky items or furniture (including white goods) in the designated refuse receptacles or in areas on the Scheme designated for rubbish to be placed, but must dispose of such bulky items at a suitable place outside of the Scheme Land;
- 8.2.6. not cause damage to the garbage receptacles;



- 8.2.7. not overfill the garbage receptacles; and
- 8.2.8. not allow rubbish to become stuck to the refuse receptacles or liquids to run in the refuse receptacles.
- 8.2.9. ensure that their Lot is kept clean and no rubbish is left on the Lot or on the common property at the entry or pathway to their Lot;
- 8.2.10. not remove rubbish or recyclable items from the Scheme's designated refuse and recycling receptacles unless they are the contracted collector to the Scheme;

## **9. USE OF LOTS**

- 9.1. Without the approval of the Body Corporate, an Owner or Occupier may not use their Lot for anything other than:
  - 9.1.1. Residential purposes (if that is what the lot is designed for) or a home office that does not compete with the Caretaking Service Contractor.
  - 9.1.2. Commercial purposes (if that is what the lot is designed for) within the requirements of any planning or local council regulations.
- 9.2. The Caretaking Service Contractor's Lot may be used for:
  - (a) the purposes of management of the Scheme; and
  - (b) the letting or sales of Lots in the Scheme on behalf of the owners and the rendering of such other services to Owners and/or Occupiers.
- 9.3. An Owner or Occupier of a Lot shall not use, or permit the use of, their lot for any purpose which may be illegal, immoral, or bring the Scheme into disrepute.
- 9.4. An Owner, Occupier must:
  - 9.4.1. maintain the Lot in good working order and condition;
  - 9.4.2. arrange for a pest treatment to be conducted at least once in any 12 months period;
  - 9.4.3. give prompt notice to the Body Corporate of any damage to, defect or disrepair of the Services or Service Infrastructure;
  - 9.4.4. ensure that all windows are kept free from dirt and debris and that damaged or cracked glass is promptly replaced;
  - 9.4.5. ensure gutters in the Lot are in good working condition, kept clean and clear of debris and repaired or replaced as required.
  - 9.4.6. Not move any furniture into or out of the Lot without first giving reasonable notice to the Body Corporate, and by taking reasonable and adequate measures to prevent damage to the Common Property and any other Lot in the Scheme as a result.

**10. HEALTH AND SAFETY**

10.1. Owners and Occupiers must give notice as soon as reasonably practicable to the Body Corporate after becoming aware of any:

10.1.1. infectious disease which is present at the Scheme requiring notification by statute or ordinance;

10.1.2. accident or incident causing personal injury or any property or other damage which occurs on Scheme Land; or

10.1.3. other event that may affect the insurance of the Body Corporate, health or safety of owners or occupiers or may otherwise create liability for the Body Corporate.

**11. SOCIAL FUNCTIONS**

11.1. An Owner or Occupier must not use an area of the Common Property for the purposes of a social function without the written approval of the Body Corporate.

11.2. For the purposes of this by-law, a social function is a gathering of more than 10 people in a concentrated area for a period in excess of 15 minutes.

**12. ANIMALS / PETS**

12.1. An Owner, Occupier or Invitee must not, subject to Section 181 of the Act, without the Body Corporate's prior written approval being given in accordance with by-law 12.4 bring or keep an animal on its Lot or the Common Property and the following Bylaws 12.2 to 12.5 inclusive also apply.

12.2. An approval given by the Body Corporate under this bylaw:

12.2.1. may or may not be given, in the absolute and unfettered discretion of the Body Corporate (and the Body Corporate may have regard to such matters including but not limited to the suitability of the animal for living in the Scheme and/or being brought onto the Scheme Land);

12.2.2. must be decided by special resolution at a general meeting of the Body Corporate; and

12.2.3. if given, must be given on conditions, including at least the following ("Compulsory Conditions"):

- (a) the relevant animal must be restricted to the Occupier's Lot and any area set aside for the exclusive use of that Lot;
- (b) the Occupier or Owner (as relevant) must ensure at all times that the animal is appropriately registered, appropriately vaccinated and has had the appropriate parasite control measures applied;
- (c) the animal must be properly restrained, contained or controlled at all times and not be visible from other Lots or Common Property;



- (d) the animal must wear an identification tag with bell showing name, address and telephone number of the Owner and be microchipped if required by any Authority;
- (e) the Occupier or Owner (as relevant) must dispose of all litter and waste in respect of the animal in the appropriate waste receptor and if there is no appropriate waste receptor available, then off site;
- (f) the animal must not be taken or allowed onto the Common Property, except onto an area set aside for the exclusive use of the Occupier's Lot or as required to enter and exit the Owner or Occupier's Lot or such exclusive use area and, if reasonably practicable, must be held in a suitable carrier when entering and exiting the Lot;
- (g) the Occupier or Owner must prevent the animal from causing a nuisance (by noise, smell, emission of wastes or otherwise), damage (to Common Property or Body Corporate Assets) or harm (to persons or other animals), or annoyance to other Owners, Occupiers or Invitees at all times; and
- (h) the approval relates only to the specified animal.

12.3. If the conditions of an approval are breached, as determined by the Body Corporate in its absolute and unfettered discretion (but acting reasonably), then the Body Corporate may at its option do any one or more of the following:

- 12.3.1. issue a warning to the holder of the approval;
- 12.3.2. impose further conditions; or
- 12.3.3. cancel the approval with immediate or later effect, whether conditionally or unconditionally.

12.4. The following process must be followed if an Owner or Occupier seeks approval under Bylaw 12:

- 12.4.1. The Owner or Occupier, as applicable, (Applicant) must apply to the Body Corporate (care of the Committee) using a written application for approval.
- 12.4.2. The Committee must consider the written application, may request additional details, propose draft conditions (including without limitation those within this Bylaw) and if so, give the Applicant a reasonable time to comment on those draft conditions.
- 12.4.3. The Committee must consider the Applicant's response and, only after that response is received, then the Owner or Committee can propose a motion to determine the application, which motion may include the recommendation of the Committee in relation to the application.
- 12.4.4. The Applicant or The Committee may submit the motion for approval at a general meeting.

12.5. Nothing in this by-law is intended or shall be construed so as to restrict or prohibit the ability of an Owner to submit motions for the consideration at a committee or general meeting.

**13. DANGEROUS GOODS**

13.1. An Occupier must not, except with the consent in writing of the Body Corporate, use or store upon their Lot or upon the Common Property any flammable chemical, liquid or gas or other flammable material, unless the substance is:

13.1.1. used or intended to be used for domestic purposes only; and

13.1.2. used and stored in accordance with all Requirements.

13.2. By-Law 13.1 does not apply to the storage of fuel in the following, provided such storage complies with all Requirements:

13.2.1. a fuel tank of a Vehicle or internal-combustion engine; or

13.2.2. a fuel storage tank kept on a Vehicle, for use by that Vehicle.

**14. SIGNAGE AND ADVERTISING DEVICES**

14.1. Subject to right of the Caretaking Service Contractor in bylaw 7.2:

14.1.1. An Owner or Occupier must not allow a sign or advertising device on any part of the Common Property or Lot without the written consent of the Body Corporate.

14.1.2. It is an Owner and Occupier responsibility to observe any local authority local laws relating to signage or advertising devices or lighting and the Body Corporate may require proof of compliance, on request.

14.1.3. An Owner or Occupier must return the Common Property or that part of the Owner's Lot to its original condition when a sign or advertising device is removed.

**15. APPEARANCE OF LOT**

15.1. The Owner or Occupier of a Lot must not make a change to the external appearance of the Lot if it will result in a change of the appearance of the Lot being visible from another Lot or the common Property, or from outside of the Scheme Land, without the Body Corporate's written approval.

15.2. Appearance of the Lot includes but is not limited to:

15.2.1. the structure, wall texture and colour and of the Lot;

15.2.2. the erection of any fixtures external to the lot such as blinds or umbrellas or mats;

15.2.3. the erection of any structures external to the Lot such as gas, water and electrical equipment including air conditioners and compressors;

15.2.4. any external wiring and telecommunication devices such as but not limited to aerials, cables, antenna or satellite dishes;

15.2.5. installation of any lighting including fairy lights, ornaments, hanging plants or decorations;



- 15.2.6. personal barbeques, whether fixed or mobile;
- 15.2.7. hanging of clothing or bedding or laundry on any part of the Lot other than pool or beach towels and swimwear that are to be hung on portable clothes airer;
- 15.2.8. items of furniture that are not approved outdoor settings; and
- 15.2.9. storing furniture or equipment on the Lot.

## **16. IMPROVEMENT OF LOTS**

- 16.1. An Owner, Occupier or invitee must not make an Improvement (other than minor cosmetic work that does not in any way affect, alter or otherwise impact the Common Property or another Lot) to their lot without written approval of the Body Corporate.
- 16.2. An Owner or Occupier of a Lot or invitee must request approval at least 14 days in advance of the work commencing. Permission will not be unreasonably withheld by the Body Corporate.
- 16.3. The Body Corporate may impose conditions, whether in respect of any particular Improvement, a class of Improvement, or in respect of any particular Owner or Occupier, generally, and without limitation which require the Owner or Occupier to:
  - 16.3.1. Provide the contractors with times they can work on the Scheme as well as a copy of the applicable Bylaws and any fire evacuation plan.
  - 16.3.2. If requested proof of any insurance or work cover requirements.
  - 16.3.3. Follow any Queensland Health Regulations or Body Corporate WPH&S Plans
  - 16.3.4. Minimise vibration and noise from tools, plant and operations.
  - 16.3.5. Contain dust, water and paint spray.
  - 16.3.6. Ensure Common Property such as stairways, driveways and paths are adequately protected from damage prior to works proceeding.
  - 16.3.7. Erect signage, as required warning pedestrians of the work.
  - 16.3.8. Ensure the contractor implements and enforces suitable rules for those engaged in the works concerning shouting, use of radios, appropriate clothing, use of any Common Property toilet facilities, avoidance of spitting, smoking, use of drugs and alcohol while working.
  - 16.3.9. Ensure unobstructed access to the Common Property and other Lots remains available for the duration of the works.
  - 16.3.10. Observe the Refuse Bylaw 8 including use of any skip or rubbish bins.
  - 16.3.11. Carry out all building work as per Bylaw 4.3.

- 16.4. The Body Corporate will not be responsible for any event that gives rise to a claim by a third person, where there has been, or it is reasonably likely that there has been, a breach of these by-laws, the CMS, the regulation Module, or the Act.

## **17. INSURANCE**

- 17.1. Occupiers must not bring to, do, or keep anything in their Lot which:
- 17.1.1. invalidates, renders void or voidable or gives rise to a breach of, any policy of insurance which the Body Corporate has the benefit of, whether as an insured or otherwise, or for which the Body Corporate has paid the premium; or
  - 17.1.2. breaches, or is reasonably likely to give rise to a breach of, any Requirement.

## **18. AUCTION SALES**

- 18.1. An Owner or Occupier must not permit auction sales to be held in Lots or on Common Property without written approval by the Body Corporate.

## **19. SECURITY**

- 19.1. The Body Corporate may establish and maintain and upgrade the security system, including associated equipment on common property for the benefit of the Scheme and its Owners and Occupiers.
- 19.2. The Body Corporate has authority to:
- 19.2.1. Determine any guidelines for access into the Scheme including any fees or bonds.
  - 19.2.2. Monitor via camera surveillance, any movement within the Scheme.
  - 19.2.3. Issue Security Access Devices to bona fide Owners and Occupiers.
  - 19.2.4. Disable any Security Access Devices which are within its direct or indirect control.
- 19.3. The Body Corporate will not be liable for any loss or damage suffered by an Owner, Occupier, or Invitee because of:
- 19.3.1. the security system failing and not being operational at any particular time or times; or
  - 19.3.2. where there is unauthorised entry to any part of the common property or to a Lot.
- 19.4. An Owner or Occupier must not, without the written approval of the Body Corporate:
- 19.4.1. interfere or tamper with a Security Access Device in any manner whatsoever;
  - 19.4.2. copy or duplicate a Security Access Device;
  - 19.4.3. give a Security Access Device to a person other than an Owner, Occupier or Invitee; or
  - 19.4.4. use a Security Access Device to access a Lot or Common Property that they are not authorised to access.

- 19.5. Any Owner or Occupier or their Agent will record the Security Access Device issued to their tenants and ensure return of the devices once a tenancy has expired.

## **20. VEHICLES**

- 20.1. Vehicles must be operated in accordance with all public road rules and must not be operated in a manner that creates a nuisance or hazard or interferes unreasonably with the use or enjoyment of another Lot or the Common Property.
- 20.2. Owners and Occupiers must observe (and use their best endeavours to ensure their Invitees observe) any notified speed limit, directional signage or other notices or instructions posted by the Body Corporate while operating any Vehicle on the Common Property.
- 20.3. Any Vehicle not requiring a government issued licence, including but not limited to scooters, bicycles, unicycles, skateboards, roller-skates, and the like, are not to be ridden or used in any manner on or within the common property.

## **21. PARKING**

- 21.1. An Owner or Occupier must not, without the written approval of the Body Corporate:
- 21.1.1. park a Vehicle or allow a Vehicle to stand on any part of the Common Property (other than in an exclusive use area); or
  - 21.1.2. permit a Visitor to park a Vehicle or allow a Vehicle to stand on the Common Property (other than in a designated Visitor Park).
- 21.2. In complying with by-law 21.1 above, the Vehicle which is parked, or left to remain standing on the common property, whether in a designated Visitor Park or otherwise, must be capable of fitting into a single car parking space, as designated by the Body Corporate through painted lines or similar on the ground.
- 21.3. An Owner or Occupier may permit a bone-fide visitor to park on common property subject to the following conditions:
- 21.3.1. Visitors are only permitted to park in the designated visitor parking area on a short-term basis when they are visiting an Owner or Occupier at the Scheme.
  - 21.3.2. The Owner or Occupier who has permitted the visitor to bring their vehicle onto the common property must ensure the name of the visitor, registration number of their vehicle is notified to the Body Corporate nominee at the time of parking on the Scheme.
  - 21.3.3. The Owner or Occupier who has permitted the visitor to bring their vehicle onto the Common Property is responsible for ensuring these conditions are complied with and will be in breach of these by-laws if these conditions are not complied with.
  - 21.3.4. The Body Corporate may issue guidelines and time limits on usage of visitor parking.



- 21.4. The Committee acting on behalf of the Body Corporate is entitled to remove, by towing or other means, any vehicle parked without authorisation on common property and recover the cost of doing so from the Owner or Occupier or the Owner of the of the vehicle to the extent permitted by the Act and at law generally.

## **22. TENANCIES**

- 22.1. Where an Owner or Occupier of a Lot lets their Lot for short or long stay or commercial letting, using an Agent other than the Caretaking Service Contractor or acting on their own, the Owner will provide the information required in 22.2 and satisfy the Body Corporate that:
- 22.1.1. the Owner or their appointed Agent has obtained any Government and local Authority licences and approvals for the Lot and provided these to the Body Corporate or as requested;
  - 22.1.2. where the Lot is managed by an Agent, ensure that the Agent has any licence(s) as required under the legislation or local authority and provided these to the Body Corporate or as requested;
  - 22.1.3. the Owner and or their appointed Agent have practices in place for their Invitees to observe the bylaws as documented in the Community Management Scheme for The Islander Noosa CTS 32252.
  - 22.1.4. the Owner and or their appointed Agent acknowledge that they are liable for payment to the Security Company or the Caretaking Service Contractor for any fee charged for a callout for a breaches of bylaws or disorderly conduct affecting other Owners and Occupiers resulting from the actions or lack of actions by themselves, their Occupiers or Invitees.
  - 22.1.5. the Owner and or their appointed Agent acknowledges that they are liable for payment of rectification costs of any damage to common property and hold appropriate insurance;
  - 22.1.6. the Owner or their appointed Agent ensures that their tenant and Invitees have been issued Security Access Devices so that they are self-sufficient and do not have to request access into and out of the Scheme or support from the Caretaking Service Contractor; and
  - 22.1.7. the Owner or their appointed Agent acknowledges that the Caretaking Service Contractor is not obliged to provide access to any Owner, Occupier, or Invitees of their Lot where the Lot has not been let through the authorised letting agent for the Scheme.
- 22.2. Prior to commencement of any tenancy the Owner or their Agent must give the Body Corporate and the Caretaking Service Contractor notice of:
- 22.2.1. the name of all Occupiers;
  - 22.2.2. A mobile number for at least one of the Occupiers of the Lot
  - 22.2.3. An email for at least one of the Occupiers of the Lot
  - 22.2.4. The start and end date for the tenancy;

- 22.2.5. the registration of the one vehicle permitted to park on the Scheme;
- 22.2.6. the name and service address of any Owner's Agent for the Tenancy; and
- 22.2.7. any other information the Body Corporate may reasonably require.

### **23. COPY OF BY-LAWS**

- 23.1. An Owner must provide any tenant, licensee, or other Occupier of its Lot with a copy of these By-laws at least one business day before that tenant, licensee or Occupier enters into possession of the relevant Lot, or any part of it.
- 23.2. If an Owner utilises an Agent to let their Lot, the Owner must ensure that agent provides a copy of these By-laws to the tenant, licensee, or Occupier, at least one business day before the tenant, licensee or Occupier enters into possession of the Lot.

### **24. AUTHORISATION**

- 24.1. The owner for the time being of Lot 24 in GTP 2026, provided such Owner shall be appointed as a service contractor of the Body Corporate, shall be authorised to use the ground floor of the clubhouse and the deck area in front thereof identified on the attached plan and marked "C" on such occasions it may determine in its sole discretion for the purpose of providing for the benefit of guests of the Scheme, food, beverages and entertainment.
- 24.2. Such Owner is authorised to charge such fees it determines for the sale of such commodities and services.
- 24.3. In the event such Owner ceases to be a service contractor of the Body Corporate, this authorisation shall cease.
- 24.4. Nothing herein contained or implied shall relieve the Body Corporate of its obligation to provide for the maintenance and operating costs relating to the area of Common Property to which this Bylaw relates.

The Body Corporate may authorise any other Owner to use this area of Common Property at times when it is not required by the Owner for the time being of Lot 24

### **25. SMOKING**

- 25.1. In this By-law, "smoke" and "smoking product" have the same meanings contained in the *Tobacco and Other Smoking Products Act 1998*.
- 25.2. An Owner or an Occupier must not smoke or permit any Invitees to smoke:
  - 25.2.1. a smoking product within 5 metres of:
    - (a) any pool, or pool facilities located on Scheme land;
    - (b) common property walkways; or
    - (c) the Caretaking Service Contractors office;
  - 25.2.2. in a completely or substantially enclosed area on the common property; or



25.2.3. on the Common Property such that it causes a nuisance, hazard or interferes unreasonably with the use or enjoyment of another Lot or the Common property.

25.3. An Owner or Occupier must not smoke a smoking product in the Occupier's Lot including on any balcony, terrace or courtyard of the Occupier's Lot in a manner that causes smoke, fumes or vapour emanating from the smoking product or exhaled by the Occupier smoking the smoking product to:

25.3.1. interfere unreasonably with the use or enjoyment of another Lot; or

25.3.2. interfere unreasonably with the use or enjoyment of the Common Property by a person who is lawfully on the Common Property; or

25.3.3. cause a hazard to an Occupier of another Lot; or

25.3.4. cause a nuisance to an Occupier of another Lot.

## 26. **COMMUNICATIONS WITH THE BODY CORPORATE**

26.1. In communicating with the Body Corporate or its representatives, an Occupier must act reasonably and must comply with the following requirements:

26.1.1. the communication must be courteous and must not be abusive or offensive;

26.1.2. the communication must not cause a nuisance or annoyance;

26.1.3. The communications must not be excessive in number or length.

26.2. For the purposes of this By-law, the representatives of the Body Corporate include the following:

26.2.1. any person who, at the time of the communication, is a member of the Committee;

26.2.2. any person who, at the time of the communication, is a former member of the Committee, to the extent that the communication relates to decisions or actions of the Body Corporate or of the person in their former capacity as a member of the Committee;

26.2.3. the Body Corporate Manager;

26.2.4. the Caretaking Service Contractor; and

26.2.5. any person authorised by the Body Corporate to operate a letting agent business at the Building.

26.3. The Body Corporate may, with or without notice to the relevant Occupier, disregard any communication from an Occupier that it reasonably considers does not comply with the requirements of By-law 25.

26.4. This By-law applies to all electronic communications including, without limitation, any communication by an Occupier involving the use of any file-sharing software or website adopted by the Body Corporate.

## 27. **NO INTERFERENCE**

27.1. An Owner or Occupier or Invitee must not without the prior written authority of the Body Corporate:



27.1.1. interfere with, hinder, harass or otherwise obstruct contractors or employees engaged by the Body Corporate or the Caretaking Service Contractor;

27.1.2. give instructions to contractors or employees on the Scheme Land engaged by the Body Corporate or the Caretaking Service Contractor.

## **28. APPLICATION AND APPROVAL PROCESS**

28.1. This by-law applies where an Owner or Occupier makes an application to the Body Corporate or otherwise seeks to obtain the Body Corporate's consent. When deciding whether to approve any application made by an Owner or Occupier (the Applicant) under these by-laws, the Body Corporate may:

28.1.1. require the application to be provided via an approved form or template;

28.1.2. take into account previous approvals under these by-laws provided to the Applicant and the Applicant's compliance with any conditions of previous approvals;

28.1.3. request the Applicant to provide all information reasonably required to make a decision, where the Body Corporate may make as many requests as reasonably necessary; and

28.1.4. grant its approval on reasonable and relevant conditions; or

28.1.5. refuse any application if it is reasonable to do so.

28.2. An Owner or Occupier of a Lot granted approval under these by-laws must comply with any conditions of that approval, failing which, the Body Corporate may withdraw that approval after the Applicant has been provided with a reasonable opportunity to remedy any non-compliance.

28.3. If any approval under these by-laws by the Body Corporate is invalid, it is read down or severed to the extent required to be valid.

## **29. EXCLUSIVE USE**

29.1. The Owners Referred to in Schedule E have exclusive use of the area in the Car Parking Facility identified in Schedule E of the CMS and on the attached plans marked "A" and "B" for car parking.

29.2. Owners are not liable for the maintenance of and operating costs for areas in the Car Parking Facility allocated exclusively to them under this Bylaw and must keep them tidy and free from litter.

29.3. An Owner must not park or stand a vehicle or bicycle on the Common Property other than in those parts of the Common Property allocated for car parking on an exclusive use basis or those other parts of the Common Property designated for the standing or parking of vehicles or bicycles.

29.4. All vehicles may only be driven on the parts of the Common Property that are designated for that purpose and must be driven at safe speed.

**30. LICENCES – LOT 3 AND LOT 23**

- 30.1. The Owner of Lot 3 in GTP 2743 has the use of the area of Common Property identified on the attached plan marked "D" for the purpose of serving food and beverages.
- 30.2. The Owner of Lot 23 in GTP 2026 has the use of the area of Common Property identified on the attached plan marked "E" for the purpose of serving food and beverages. In using the area the Owner of Lot 23 in GTP 2026 must comply with all applicable Requirements.
- 30.3. Other persons shall at all times have the right to pedestrian passage through the licensed areas and the relevant Owner must maintain the area in good condition and not litter or use it so as to create a nuisance. Provided that nothing herein shall relieve the Body Corporate of its obligation to provide for the maintenance and operating costs relating to the area of Common Property to which these licences relate.

<b>SCHEDULE D</b>	<b>OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED</b>
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Not Applicable.



<b>SCHEDULE E</b>	<b>DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY</b>
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Lot on Plan	Exclusive Use Area	Purpose
Lot 1 in GTP 2026	Area 1A on attached Plan marked A	Car Parking
Lot 2 in GTP 2026	Area 2A on attached Plan marked A	Car Parking
Lot 3 in GTP 2026	Area 3A on attached Plan marked A	Car Parking
Lot 4 in GTP 2026	Area 4A on attached Plan marked A	Car Parking
Lot 5 in GTP 2026	Area 5A on attached Plan marked A	Car Parking
Lot 6 in GTP 2026	Area 6A on attached Plan marked A	Car Parking
Lot 7 in GTP 2026	Area 7A on attached Plan marked A	Car Parking
Lot 8 in GTP 2026	Area 8A on attached Plan marked A	Car Parking
Lot 9 in GTP 2026	Area 9A on attached Plan marked A	Car Parking
Lot 10 in GTP 2026	Area 10A on attached Plan marked A	Car Parking
Lot 11 in GTP 2026	Area 11A on attached Plan marked A	Car Parking
Lot 12 in GTP 2026	Area 12A on attached Plan marked A	Car Parking
Lot 13 in GTP 2026	Area 13A on attached Plan marked A	Car Parking
Lot 14 in GTP 2026	Area 14A on attached Plan marked A	Car Parking
Lot 15 in GTP 2026	Area 15A on attached Plan marked A	Car Parking
Lot 16 in GTP 2026	Area 16A on attached Plan marked A	Car Parking
Lot 17 in GTP 2026	Area 17A on attached Plan marked A	Car Parking
Lot 18 in GTP 2026	Area 18A on attached Plan marked A	Car Parking
Lot 19 in GTP 2026	Area 19A on attached Plan marked A	Car Parking
Lot 20 in GTP 2026	Area 20A on attached Plan marked A	Car Parking
Lot 21 in GTP 2026	Area 21A on attached Plan marked A	Car Parking
Lot 22 in GTP 2026	Area 22A on attached Plan marked A	Car Parking
Lot 23 in GTP 2026	Area 23A on attached Plan marked A	Car Parking
Lot 24 in GTP 2026	Area 24A on attached Plan marked A	Car Parking
Lot 25 in GTP 2026	Area 25A on attached Plan marked A	Car Parking
Lot 26 in GTP 2026	Area 26A on attached Plan marked A	Car Parking
Lot 27 in GTP 2026	Area 27A on attached Plan marked A	Car Parking
Lot 28 in GTP 2026	Area 28A on attached Plan marked A	Car Parking
Lot 29 in GTP 2026	Area 29A on attached Plan marked A	Car Parking
Lot 30 in GTP 2026	Area 30A on attached Plan marked A	Car Parking
Lot 31 in GTP 2026	Area 31A on attached Plan marked A	Car Parking
Lot 32 in GTP 2026	Area 32A on attached Plan marked A	Car Parking
Lot 33 in GTP 2026	Area 33A on attached Plan marked A	Car Parking
Lot 34 in GTP 2026	Area 34A on attached Plan marked A	Car Parking
Lot 35 in GTP 2026	Area 35A on attached Plan marked A	Car Parking
Lot 36 in GTP 2026	Area 36A on attached Plan marked A	Car Parking
Lot 37 in GTP 2026	Area 37A on attached Plan marked A	Car Parking
Lot 38 in GTP 2026	Area 38A on attached Plan marked A	Car Parking
Lot 39 in GTP 2026	Area 39A on attached Plan marked A	Car Parking
Lot 40 in GTP 2026	Area 40A on attached Plan marked A	Car Parking
Lot 41 in GTP 2026	Area 41A on attached Plan marked A	Car Parking
Lot 42 in GTP 2026	Area 42A on attached Plan marked A	Car Parking
Lot 43 in GTP 2026	Area 43A on attached Plan marked A	Car Parking

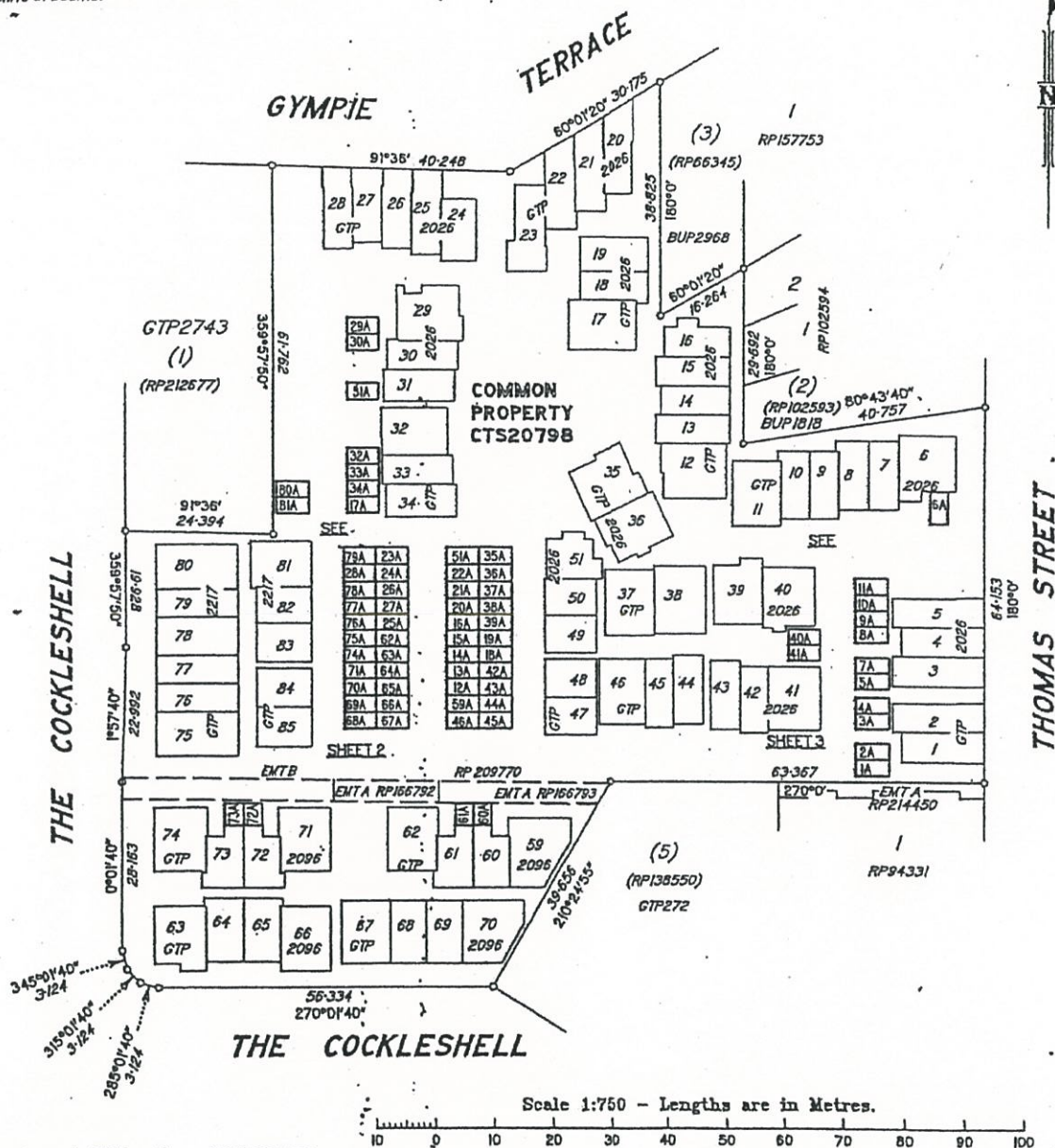


Lot 44 in GTP 2026	Area 44A on attached Plan marked A	Car Parking
Lot 45 in GTP 2026	Area 45A on attached Plan marked A	Car Parking
Lot 46 in GTP 2026	Area 46A on attached Plan marked A	Car Parking
Lot 51 in GTP 2026	Area 51A on attached Plan marked A	Car Parking
Lot 59 in GTP 2096	Area 59A on attached Plan marked A	Car Parking
Lot 60 in GTP 2096	Area 60A on attached Plan marked A	Car Parking
Lot 61 in GTP 2096	Area 61A on attached Plan marked A	Car Parking
Lot 62 in GTP 2096	Area 62A on attached Plan marked A	Car Parking
Lot 63 in GTP 2096	Area 63A on attached Plan marked A	Car Parking
Lot 64 in GTP 2096	Area 64A on attached Plan marked A	Car Parking
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Lot 66 in GTP 2096	Area 66A on attached Plan marked A	Car Parking
Lot 67 in GTP 2096	Area 67A on attached Plan marked A	Car Parking
Lot 68 in GTP 2096	Area 68A on attached Plan marked A	Car Parking
Lot 69 in GTP 2096	Area 69A on attached Plan marked A	Car Parking
Lot 70 in GTP 2096	Area 70A on attached Plan marked A	Car Parking
Lot 71 in GTP 2096	Area 71A on attached Plan marked A	Car Parking
Lot 72 in GTP 2096	Area 72A on attached Plan marked A	Car Parking
Lot 73 in GTP 2096	Area 73A on attached Plan marked A	Car Parking
Lot 74 in GTP 2096	Area 74A on attached Plan marked A	Car Parking
Lot 75 in GRP 2217	Area 75A on attached Plan marked A	Car Parking
Lot 76 in GRP 2217	Area 76A on attached Plan marked A	Car Parking
Lot 77 in GRP 2217	Area 77A on attached Plan marked A	Car Parking
Lot 78 in GRP 2217	Area 78A on attached Plan marked A	Car Parking
Lot 79 in GRP 2217	Area 79A on attached Plan marked A	Car Parking
Lot 80 in GRP 2217	Area 80A on attached Plan marked A	Car Parking
Lot 81 in GRP 2217	Area 81A on attached Plan marked A	Car Parking
Lot 1 in GTP 2743	Area 1 on attached Plan marked B	Car Parking
Lot 2 in GTP 2743	Area 2 on attached Plan marked B	Car Parking
Lot 3 in GTP 2743	Area 3 on attached Plan marked B	Car Parking
Lot 4 in GTP 2743	Area 4 on attached Plan marked B	Car Parking

"A"  
LEVEL A

Stations 1 - 6 are intersection of centreline of beam and GTP boundary

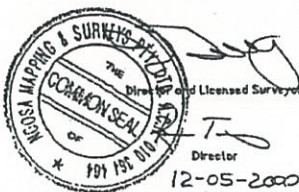
Exclusive Use Areas 1A-11A, 17A, 29A-34A, 40A, 41A, 60A, 61A, 72A, 73A, 80A, 81A are defined by intersection of centreline of beams.



Certificate of Title No. 19302026

"The Islander - Noosa"  
CMS

NOOSA MAPPING & SURVEYS PTY LTD ACN 010 364 404  
herby certify that the details shown on this sketch plan  
is correct



Director  
12-05-2000  
Date

**PLAN FOR EXCLUSIVE USE  
PURPOSES ONLY**

The author disclaims any liability if this plan should be used  
for any purpose other than as required by the by-laws of  
the Body Corporate

**PLAN OF EXCLUSIVE USE**  
For Lots 1-46, 51, 59-81 in the Common  
Property of "The Islander-Noosa" CTS.

ORIGINAL Allots 1-4, 10, 11 of Subn Sec C

MERIDIAN RP209770	MAP REF 9545-33412	SCALE 1:750	FILE REF 00078	DATE 9.5.2000
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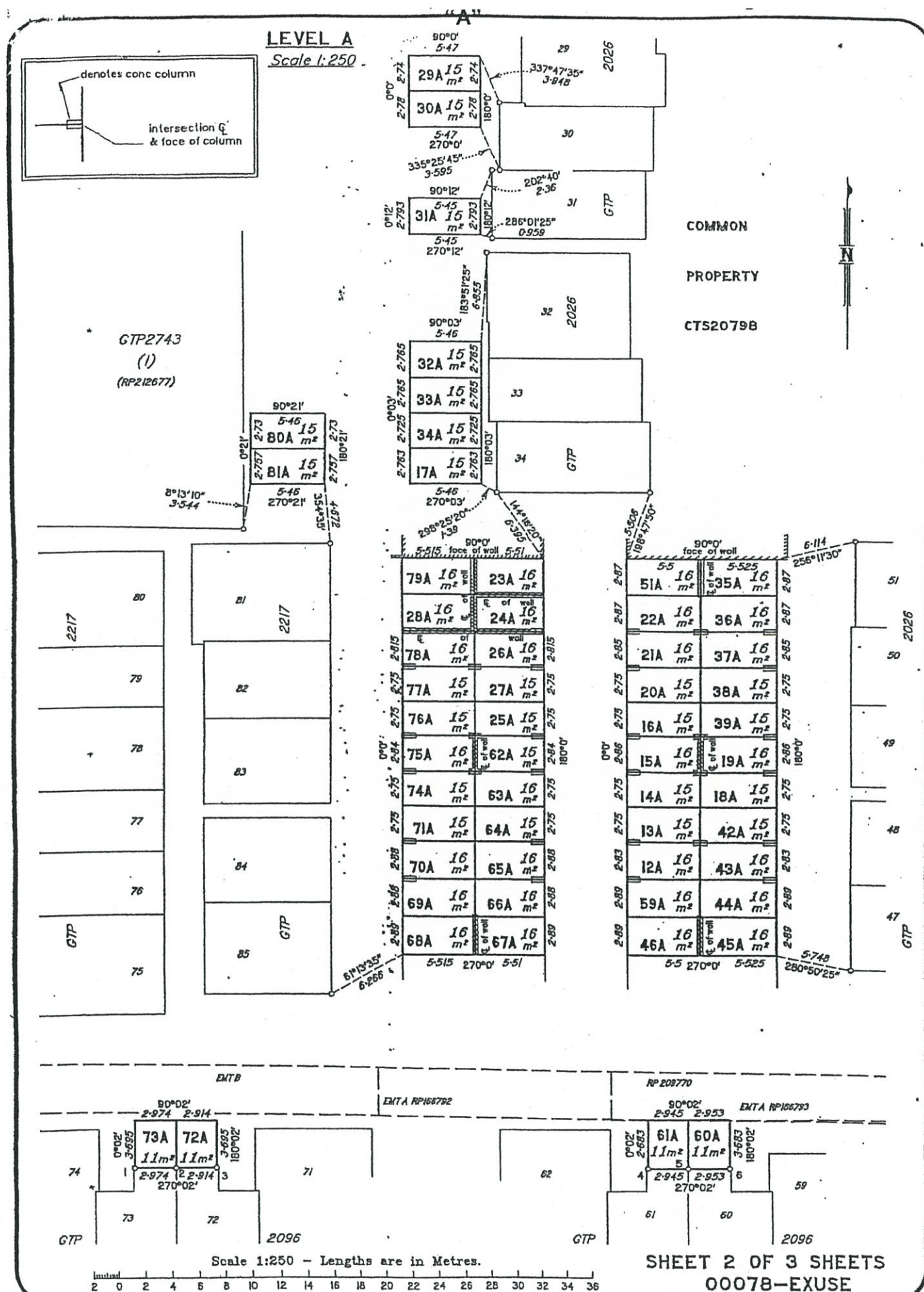
NOOSA MAPPING  
& SURVEYS PTY LTD  
ACN 010 364 404  
TOP FLOOR TEWANTIN PLAZA  
113 POINCIANA AVE - TEWANTIN  
PO Box 257 Tewantin Q4565  
Ph 07 5449 9644 fax 07 5449 9747

PARISH WEYBA  
COUNTY MARCH  
LOCALITY Noosaville  
LOCAL GOVERNMENT Noosa S.C.

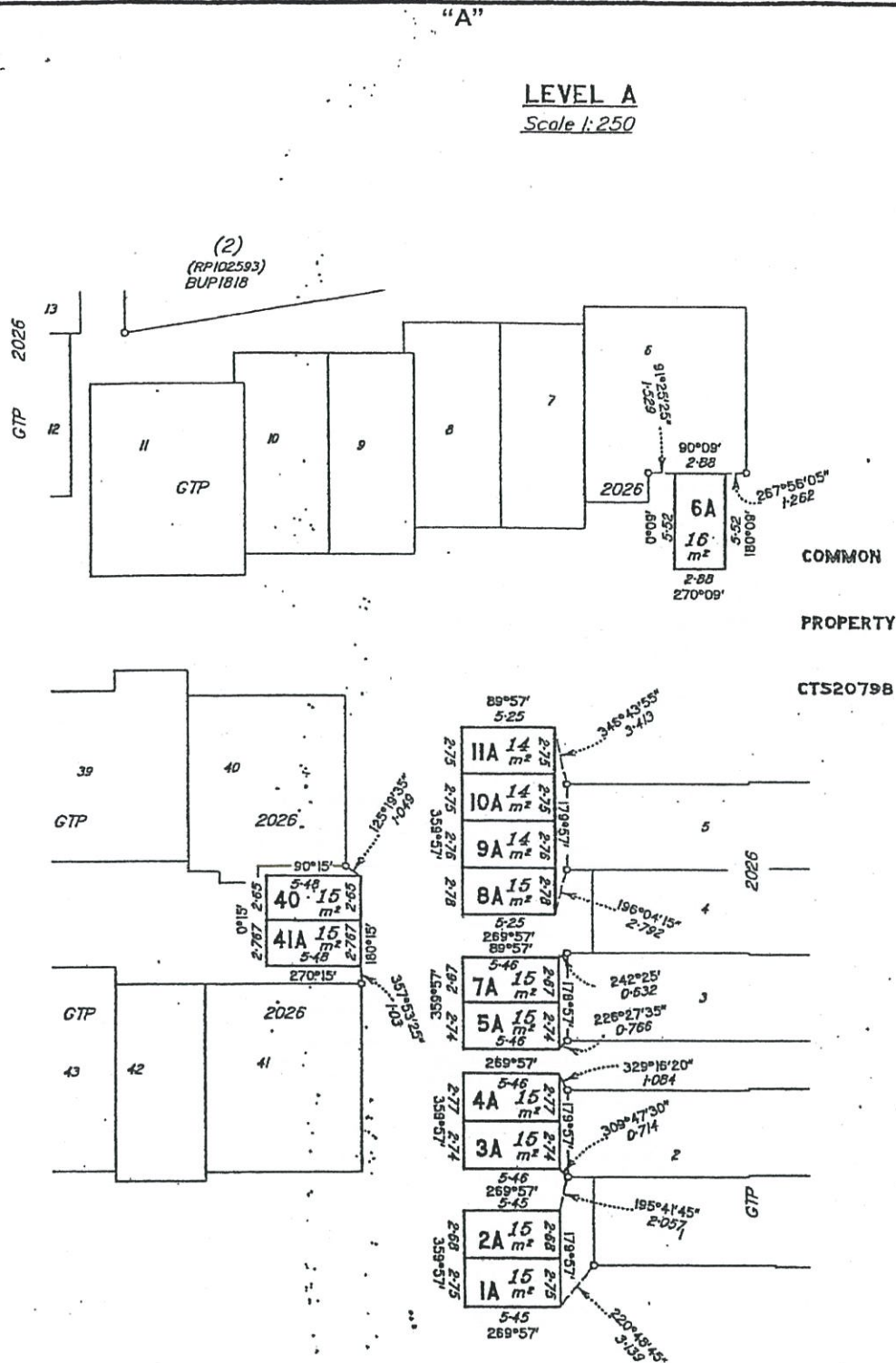
**SHEET 1 OF 3 SHEETS**

**00078-EXUSE**







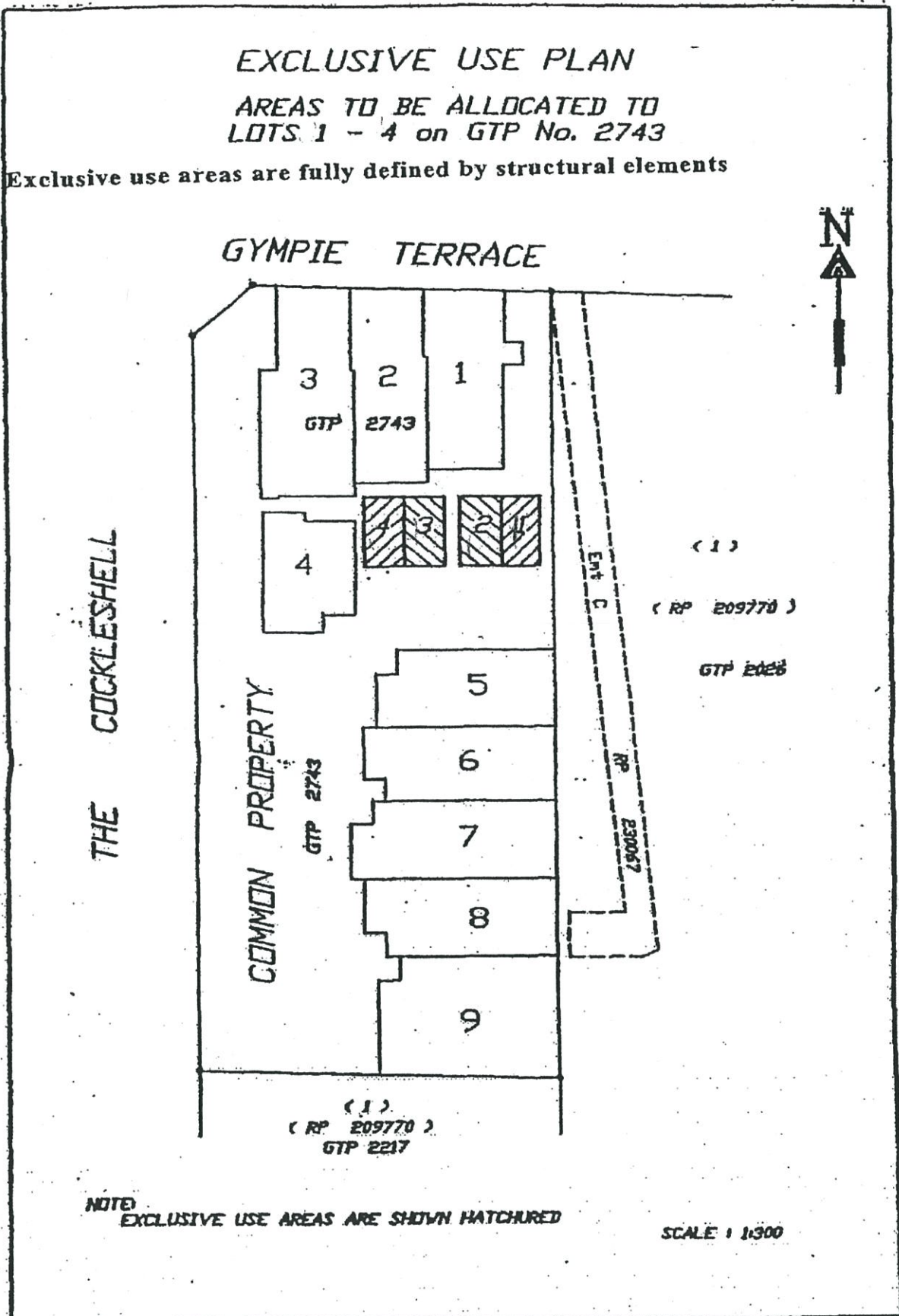


Scale 1:250 - Lengths are in Metres.

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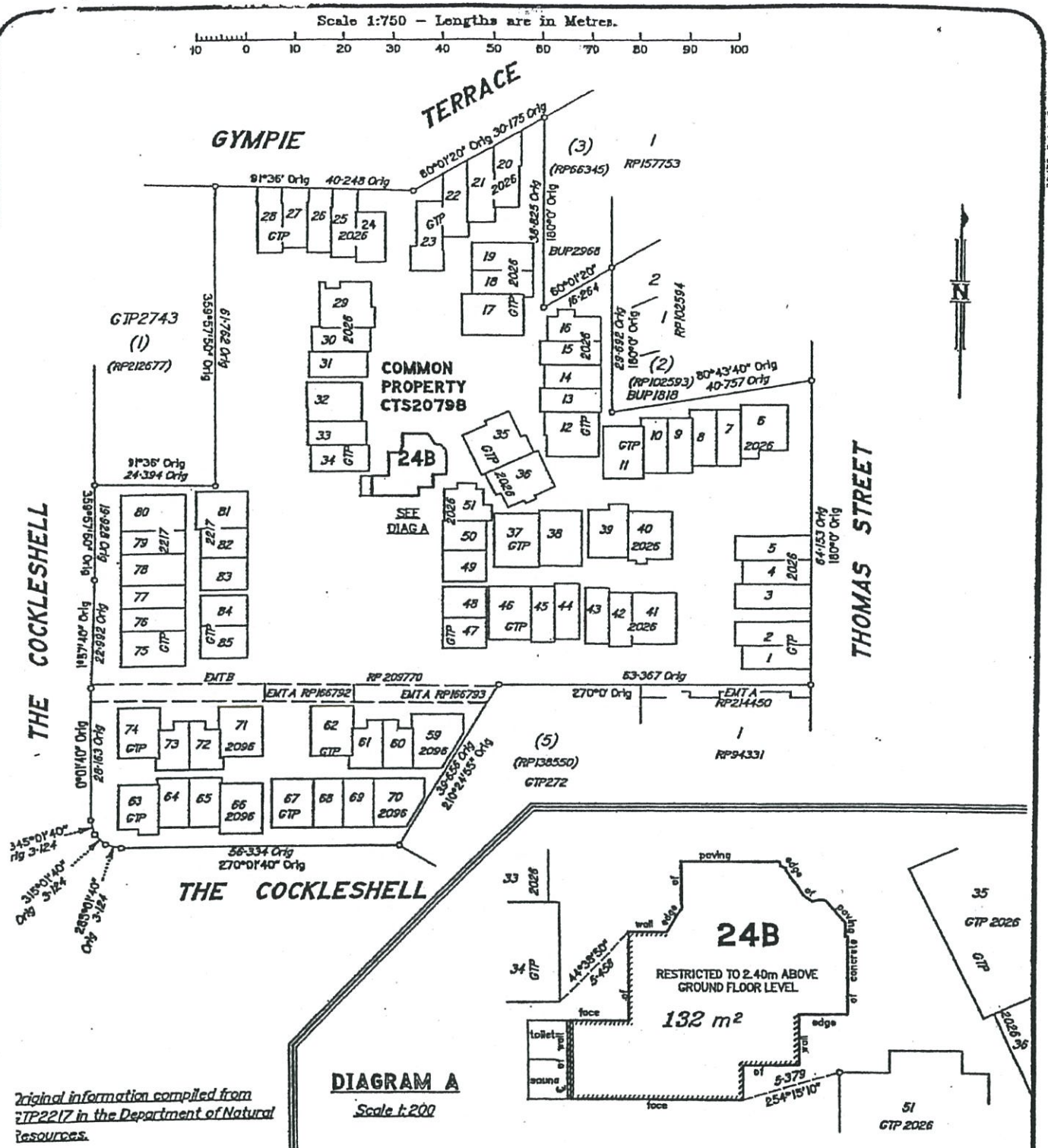
SHEET 3 OF 3 SHEETS  
00078-EXUSE

"B"





"C"



"The Islander - Noosa"

Certificate of Title No. 19302028

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 are correct



Date 5.6.00

### PLAN FOR EXCLUSIVE USE PURPOSES ONLY

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 for any purpose other than as required by the by-laws of  
 the Body Corporate

### PLAN OF EXCLUSIVE USE

For Lot 24 in the Common  
 Property of "The Islander-Noosa" CTS.

ORIGINAL Allots 1-4, 10, 11 of Subn Sec C

MERIDIAN	MAP REF	SCALE	FILE REF	DATE
RP209770	9545-33412	1:750	00078	2.6.2000



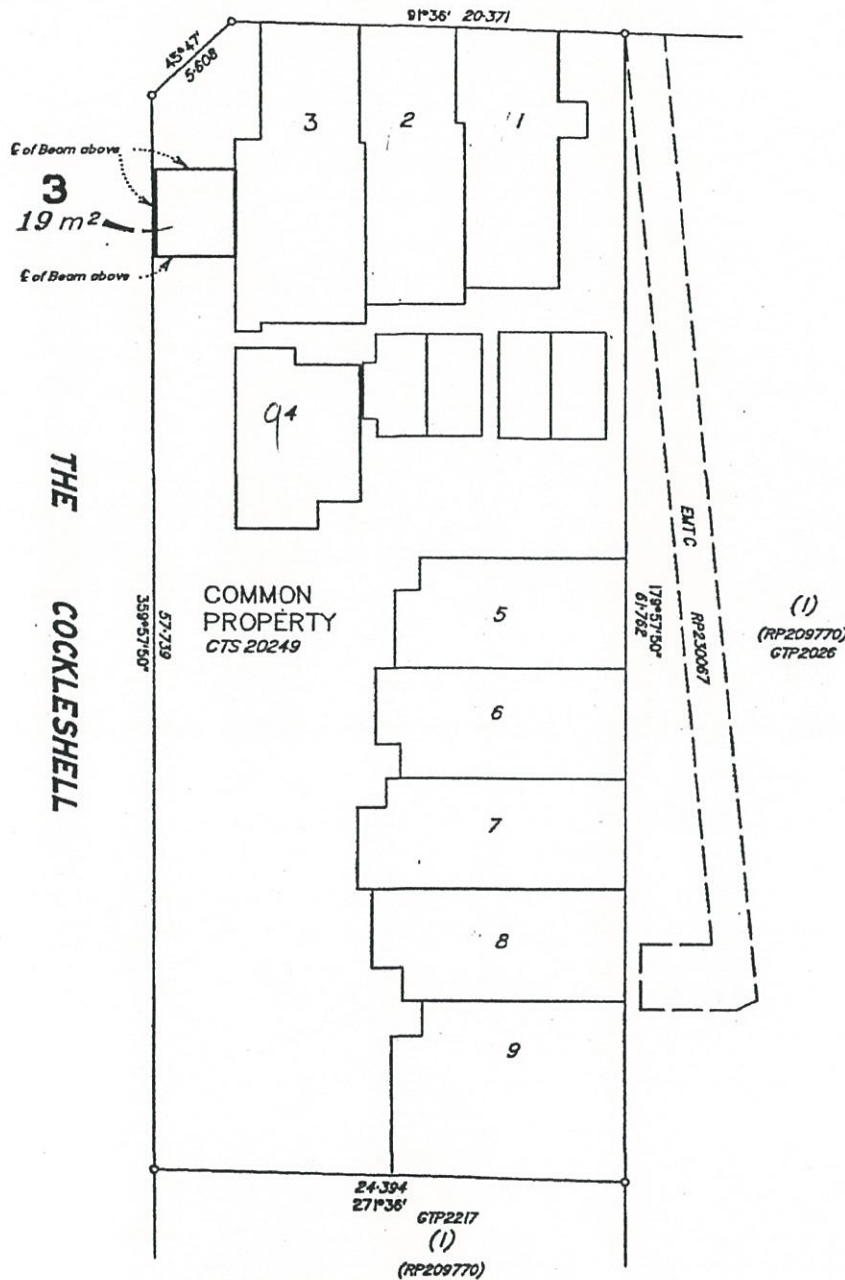
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 113 POINCIANA AVE - TEWANTIN  
 PO Box 257 Tewantin Q4565  
 Ph 07 5449 9644 fax 07 5449 9747

**PARISH** WEYBA  
**COUNTY** MARCH  
**LOCALITY** Noosaville  
**LOCAL GOVERNMENT** Noosa S.C.

**PLAN C**

"D"

## GYMPIE TERRACE



Scale 1:250 - Lengths are in Metres.

2 0 2 4 6 8 10 12 14 16 18 20 22 24 26 28 30 32 34 36

CTS

(GTP 2743)

NOOSA MAPPING & SURVEYS PTY LTD ACN 010 364 404  
hereby certify that the details shown on this sketch plan  
is correctPLAN FOR NON EXCLUSIVE  
USE PURPOSES ONLYPLAN OF NON EXCLUSIVE USE  
for Lot 3 in the Common  
Property of

CTS

ORIGINAL Allot 4 of Subn Sec C

MERIDIAN

MAP REF

SCALE

FILE REF

DATE

0545-33410

1:250

99053

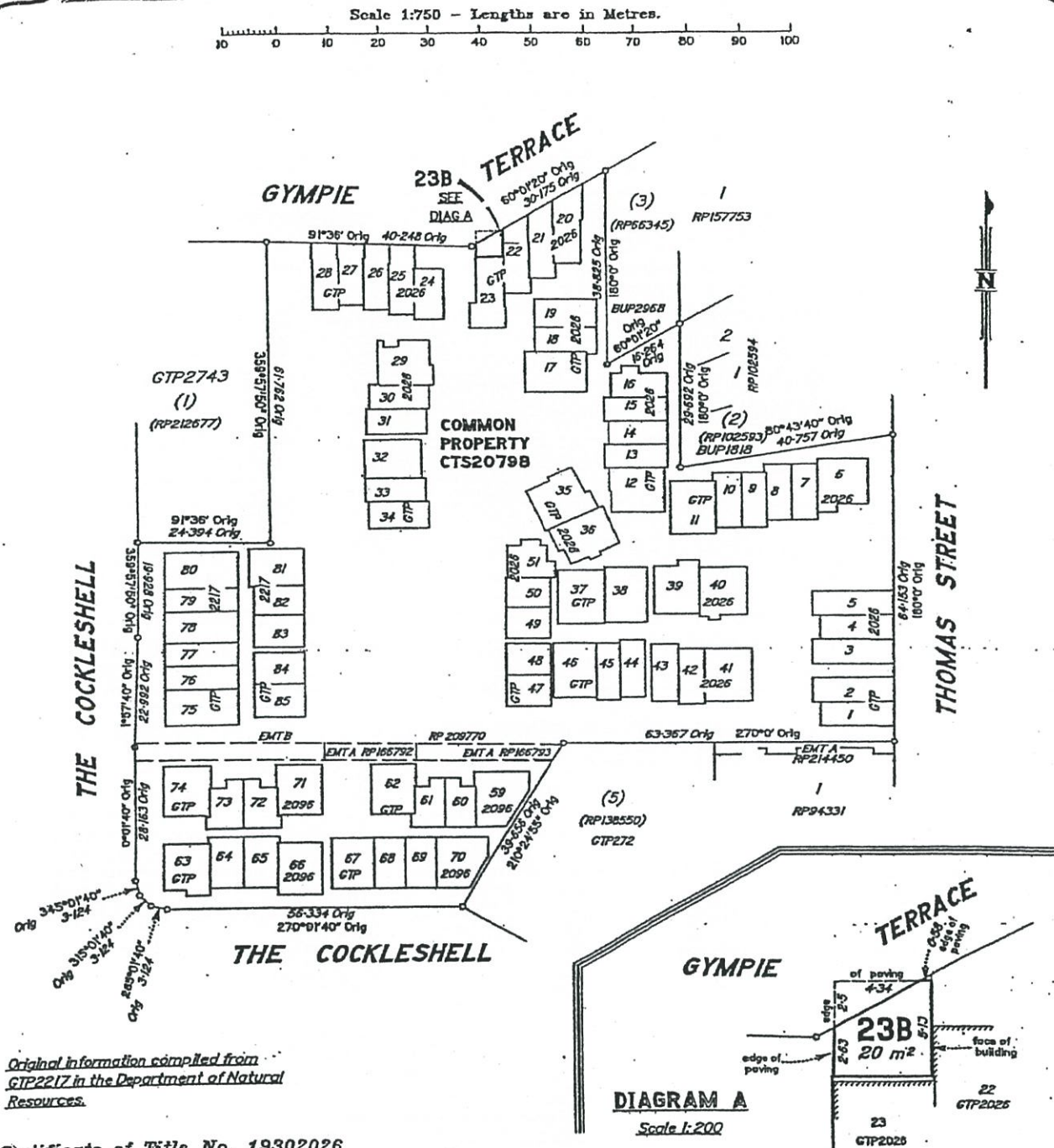
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Ph 07 5449 9644 fax 07 5449 9747PARISH WEYRACOUNTY MarchTOWN / LOCALITY NOOSAVILLELOCAL GOVERNMENT Noosa S.C.

99053-NONEU



"E"



"The Islander - Noosa"  
CMS

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are correct



Date 5.6.00

### PLAN FOR USE AREA PURPOSES ONLY

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the Body Corporate

#### PLAN OF USE AREA

For Lot 23 in the Common  
Property of "The Islander-Noosa" CTS.

ORIGINAL Allots 1-4, 10, 11 of Subn Sec C

MERIDIAN	MAP REF	SCALE	FILE REF	DATE
RP209770	9545-33412	1:750	00078	2.6.2000



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PARISH WEYBA  
COUNTY MARCH  
LOCALITY Noosaville  
LOCAL GOVERNMENT Noosa S.C.

PLAN

0 10 20 30 40 50 60 70 80 90 100mm