



QLD FORM 2 SELLER'S DISCLOSURE

209/2 CREEK STREET, COOLANGATTA
QLD 4225

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Seller disclosure statement

Property Law Act 2023 section 99

Form 2, Version 1 | Effective from: 1 August 2025

WARNING TO BUYER – This statement contains important legal and other information about the property offered for sale. You should read and satisfy yourself of the information in this statement before signing a contract. You are advised to seek legal advice before signing this form. You should not assume you can terminate the contract after signing if you are not satisfied with the information in this statement.

WARNING – You must be given this statement before you sign the contract for the sale of the property.

This statement does not include information about:

- » flooding or other natural hazard history
- » structural soundness of the building or pest infestation
- » current or historical use of the property
- » current or past building or development approvals for the property
- » limits imposed by planning laws on the use of the land
- » services that are or may be connected to the property
- » the presence of asbestos within buildings or improvements on the property.

You are encouraged to make your own inquiries about these matters before signing a contract. You may not be able to terminate the contract if these matters are discovered after you sign.

Part 1 – Seller and property details

	Janelle Francis McCaughey
Seller	Peter Anthony Bugler
Property address <small>(referred to as the "property" in this statement)</small>	209/2 Creek Street
	Coolangatta 4225
Lot on plan description	29/SP189028

Community titles scheme or BUGTA scheme:	Is the property part of a community titles scheme or a BUGTA scheme:	
	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
	<i>If Yes, refer to Part 6 of this statement for additional information</i>	<i>If No, please disregard Part 6 of this statement as it does not need to be completed</i>

Part 2 – Title details, encumbrances and residential tenancy or rooming accommodation agreement

Title details	The seller gives or has given the buyer the following—	
	A title search for the property issued under the <i>Land Title Act 1994</i> showing interests registered under that Act for the property.	<input checked="" type="checkbox"/> Yes
	A copy of the plan of survey registered for the property.	<input checked="" type="checkbox"/> Yes

<p>Registered encumbrances</p>	<p>Registered encumbrances, if any, are recorded on the title search, and may affect your use of the property. Examples include easements, statutory covenants, leases and mortgages.</p> <p>You should seek legal advice about your rights and obligations before signing the contract.</p>
<p>Unregistered encumbrances (excluding statutory encumbrances)</p>	<p>There are encumbrances not registered on the title that will continue <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No to affect the property after settlement.</p> <p>Note—If the property is part of a community titles scheme or a BUGTA scheme it may be subject to and have the benefit of statutory easements that are NOT required to be disclosed.</p> <p>Unregistered lease (if applicable)</p> <p>If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows:</p> <ul style="list-style-type: none"> » the start and end day of the term of the lease: » the amount of rent and bond payable: » whether the lease has an option to renew: <p>Other unregistered agreement in writing (if applicable)</p> <p>If the unregistered encumbrance is created by an agreement in writing, and is not an unregistered lease, a copy of the agreement is given, together with relevant plans, if any. <input type="checkbox"/> Yes</p> <p>Unregistered oral agreement (if applicable)</p> <p>If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows:</p>
<p>Statutory encumbrances</p>	<p>There are statutory encumbrances that affect the property. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>If Yes, the details of any statutory encumbrances are as follows:</i></p> <div style="border: 1px solid black; padding: 10px; margin-top: 10px;"> <p>As per attached Plans and Documents</p> <p>Any statutory encumbrances or rights relating to water supply, sewerage, drainage, or other utilities are as depicted in the attached infrastructure, assets, and land titles documents.</p> </div>
<p>Residential tenancy or rooming accommodation agreement</p>	<p>The property has been subject to a residential tenancy agreement or a rooming accommodation agreement under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> during the last 12 months. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, when was the rent for the premises or each of the residents' rooms last increased? <i>(Insert date of the most recent rent increase for the premises or rooms)</i> <input style="width: 150px; height: 20px;" type="text"/></p> <p>Note—Under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> the rent for a residential premises may not be increased earlier than 12 months after the last rent increase for the premises.</p> <p>As the owner of the property, you may need to provide evidence of the day of the last rent increase. You should ask the seller to provide this evidence to you prior to settlement.</p>

Part 3 – Land use, planning and environment

WARNING TO BUYER – You may not have any rights if the current or proposed use of the property is not lawful under the local planning scheme. You can obtain further information about any planning and development restrictions applicable to the lot, including in relation to short-term letting, from the relevant local government.

Zoning	The zoning of the property is (<i>Insert zoning under the planning scheme, the Economic Development Act 2012; the Integrated Resort Development Act 1987; the Mixed Use Development Act 199; the State Development and Public Works Organisation Act 1971 or the Sanctuary Cove Resort Act 1985, as applicable</i>):	
	Neighbourhood Zoning	
Transport proposals and resumptions	The lot is affected by a notice issued by a Commonwealth, State or local government entity and given to the seller about a transport infrastructure proposal* to: locate transport infrastructure on the property; or alter the dimensions of the property.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	The lot is affected by a notice of intention to resume the property or any part of the property.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	<i>If Yes, a copy of the notice, order, proposal or correspondence must be given by the seller.</i>	
* <i>Transport infrastructure</i> has the meaning defined in the <i>Transport Infrastructure Act 1994</i> . A <i>proposal</i> means a resolution or adoption by some official process to establish plans or options that will physically affect the property.		
Contamination and environmental protection	The property is recorded on the Environmental Management Register or the Contaminated Land Register under the <i>Environmental Protection Act 1994</i> .	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	The following notices are, or have been, given:	
	A notice under section 408(2) of the <i>Environmental Protection Act 1994</i> (for example, land is contaminated, show cause notice, requirement for site investigation, clean up notice or site management plan).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	A notice under section 369C(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which an environmental enforcement order applies).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	A notice under section 347(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which a prescribed transitional environmental program applies).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Trees	There is a tree order or application under the <i>Neighbourhood Disputes (Dividing Fences and Trees) Act 2011</i> affecting the property.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	<i>If Yes, a copy of the order or application must be given by the seller.</i>	
Heritage	The property is affected by the <i>Queensland Heritage Act 1992</i> or is included in the World Heritage List under the <i>Environment Protection and Biodiversity Conservation Act 1999</i> (Cwlth).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Flooding	Information about whether the property is affected by flooding or another natural hazard or within a natural hazard overlay can be obtained from the relevant local government and you should make your own enquires. Flood information for the property may also be available at the FloodCheck Queensland portal or the Australian Flood Risk Information portal.	
Vegetation, habitats and protected plants	Information about vegetation clearing, koala habitats and other restrictions on development of the land that may apply can be obtained from the relevant State government agency.	

Part 4 – Buildings and structures

WARNING TO BUYER – The seller does not warrant the structural soundness of the buildings or improvements on the property, or that the buildings on the property have the required approval, or that there is no pest infestation affecting the property. You should engage a licensed building inspector or an appropriately qualified engineer, builder or pest inspector to inspect the property and provide a report and also undertake searches to determine whether buildings and improvements on the property have the required approvals.

Swimming pool	There is a relevant pool for the property.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
	If a community titles scheme or a BUGTA scheme – a shared pool is located in the scheme.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
	Pool compliance certificate is given.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
	OR Notice of no pool safety certificate is given.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Unlicensed building work under owner builder permit	Building work was carried out on the property under an owner builder permit in the last 6 years.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	<i>A notice under section 47 of the Queensland Building and Construction Commission Act 1991 must be given by the seller and you may be required to sign the notice and return it to the seller prior to signing the contract.</i>		
Notices and orders	There is an unsatisfied show cause notice or enforcement notice under the <i>Building Act 1975</i> , section 246AG, 247 or 248 or under the <i>Planning Act 2016</i> , section 167 or 168.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	The seller has been given a notice or order, that remains in effect, from a local, State or Commonwealth government, a court or tribunal, or other competent authority, requiring work to be done or money to be spent in relation to the property. <i>If Yes, a copy of the notice or order must be given by the seller.</i>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Building Energy Efficiency Certificate	If the property is a commercial office building of more than 1,000m ² , a Building Energy Efficiency Certificate is available on the Building Energy Efficiency Register.		
Asbestos	The seller does not warrant whether asbestos is present within buildings or improvements on the property. Buildings or improvements built before 1990 may contain asbestos. Asbestos containing materials (ACM) may have been used up until the early 2000s. Asbestos or ACM may become dangerous when damaged, disturbed, or deteriorating. Information about asbestos is available at the Queensland Government Asbestos Website (asbestos.qld.gov.au) including common locations of asbestos and other practical guidance for homeowners.		

Part 6 – Community titles schemes and BUGTA schemes

(If the property is part of a community titles scheme or a BUGTA scheme this Part must be completed)

WARNING TO BUYER – If the property is part of a community titles scheme or a BUGTA scheme and you purchase the property, you will become a member of the body corporate for the scheme with the right to participate in significant decisions about the scheme and you will be required to pay contributions towards the body corporate’s expenses in managing the scheme. You will also be required to comply with the by-laws. By-laws will regulate your use of common property and the lot.

For more information about living in a body corporate and your rights and obligations, contact the Office of the Commissioner for Body Corporate and Community Management.

<p>Body Corporate and Community Management Act 1997</p>	<p>The property is included in a community titles scheme. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>(If Yes, complete the information below)</i></p>
<p>Community Management Statement</p>	<p>A copy of the most recent community management statement for the scheme as recorded under the <i>Land Title Act 1994</i> or another Act is given to the buyer. <input checked="" type="checkbox"/> Yes</p> <p>Note—If the property is part of a community titles scheme, the community management statement for the scheme contains important information about the rights and obligations of owners of lots in the scheme including matters such as lot entitlements, by-laws and exclusive use areas.</p>
<p>Body Corporate Certificate</p>	<p>A copy of a body corporate certificate for the lot under the <i>Body Corporate and Community Management Act 1997</i>, section 205(4) is given to the buyer. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>If No</i>— An explanatory statement is given to the buyer that states: <input type="checkbox"/> Yes</p> <ul style="list-style-type: none"> » a copy of a body corporate certificate for the lot is not attached; and » the reasons under section 6 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot.
<p>Statutory Warranties</p>	<p>Statutory Warranties—If you enter into a contract, you will have implied warranties under the <i>Body Corporate and Community Management Act 1997</i> relating to matters such as latent or patent defects in common property or body corporate assets; any actual, expected or contingent financial liabilities that are not part of the normal operating costs; and any circumstances in relation to the affairs of the body corporate that will materially prejudice you as owner of the property. There will be further disclosure about warranties in the contract.</p>
<p>Building Units and Group Titles Act 1980</p>	<p>The property is included in a BUGTA scheme <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(If Yes, complete the information below)</i></p>
<p>Body Corporate Certificate</p>	<p>A copy of a body corporate certificate for the lot under the <i>Building Units and Group Titles Act 1980</i>, section 40AA(1) is given to the buyer. <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>If No</i>— An explanatory statement is given to the buyer that states: <input type="checkbox"/> Yes</p> <ul style="list-style-type: none"> » a copy of a body corporate certificate for the lot is not attached; and » the reasons under section 7 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot. <p>Note—If the property is part of a BUGTA scheme, you will be subject to by-laws approved by the body corporate and other by-laws that regulate your use of the property and common property.</p>

Signatures – SELLER

Signed by:
Peter Bugler
BD65624289764EB...

Signature of seller

Bugler, Peter

Name of seller

24-12-2025 | 9:40 AM AEST

Date

Signed by:
J. McCaughey
F58EC00721DA46E...

Signature of seller

McCaughey, Janelle

Name of seller

27-12-2025 | 6:42 AM AEST

Date

Signatures – BUYER

By signing this disclosure statement the buyer acknowledges receipt of this disclosure statement before entering into a contract with the seller for the sale of the lot.

Signature of buyer

Signature of buyer

Name of buyer

Name of buyer

Date

Date

CURRENT TITLE SEARCH
QUEENSLAND TITLES REGISTRY PTY LTD

Request No: 54475995

Search Date: 15/12/2025 13:27

Title Reference: 50730715

Date Created: 25/07/2008

Previous Title: 50728349

REGISTERED OWNER

Interest

Dealing No: 718482236 21/12/2017

JANELLE FRANCES MCCAUGHEY	TENANTS IN COMMON	1/2
PETER ANTHONY BUGLER	TENANTS IN COMMON	1/2

AS TENANTS IN COMMON

ESTATE AND LAND

Estate in Fee Simple

LOT 29 SURVEY PLAN 189028
Local Government: GOLD COAST
COMMUNITY MANAGEMENT STATEMENT 38735

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 11951231 (ALLOT 3 SEC 7)
Deed of Grant No. 12116226 (ALLOT 2 SEC 7)
Deed of Grant No. 12125016 (ALLOT 1 SEC 7)
Deed of Grant No. 16084205 (ALLOT 4 SEC 7)
Deed of Grant No. 16084206 (ALLOT 5 SEC 7)
Deed of Grant No. 16084207 (ALLOT 17 SEC 7)
Deed of Grant No. 40009761 (Lot 706 on CP B70866)
2. BUILDING MANAGEMENT STATEMENT No 711732649 19/06/2008 at 11:27
benefiting and burdening the lot

ADMINISTRATIVE ADVICES - NIL
UNREGISTERED DEALINGS - NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

COPYRIGHT QUEENSLAND TITLES REGISTRY PTY LTD [2025]
Requested By: D-ENQ DYE & DURHAM (S)

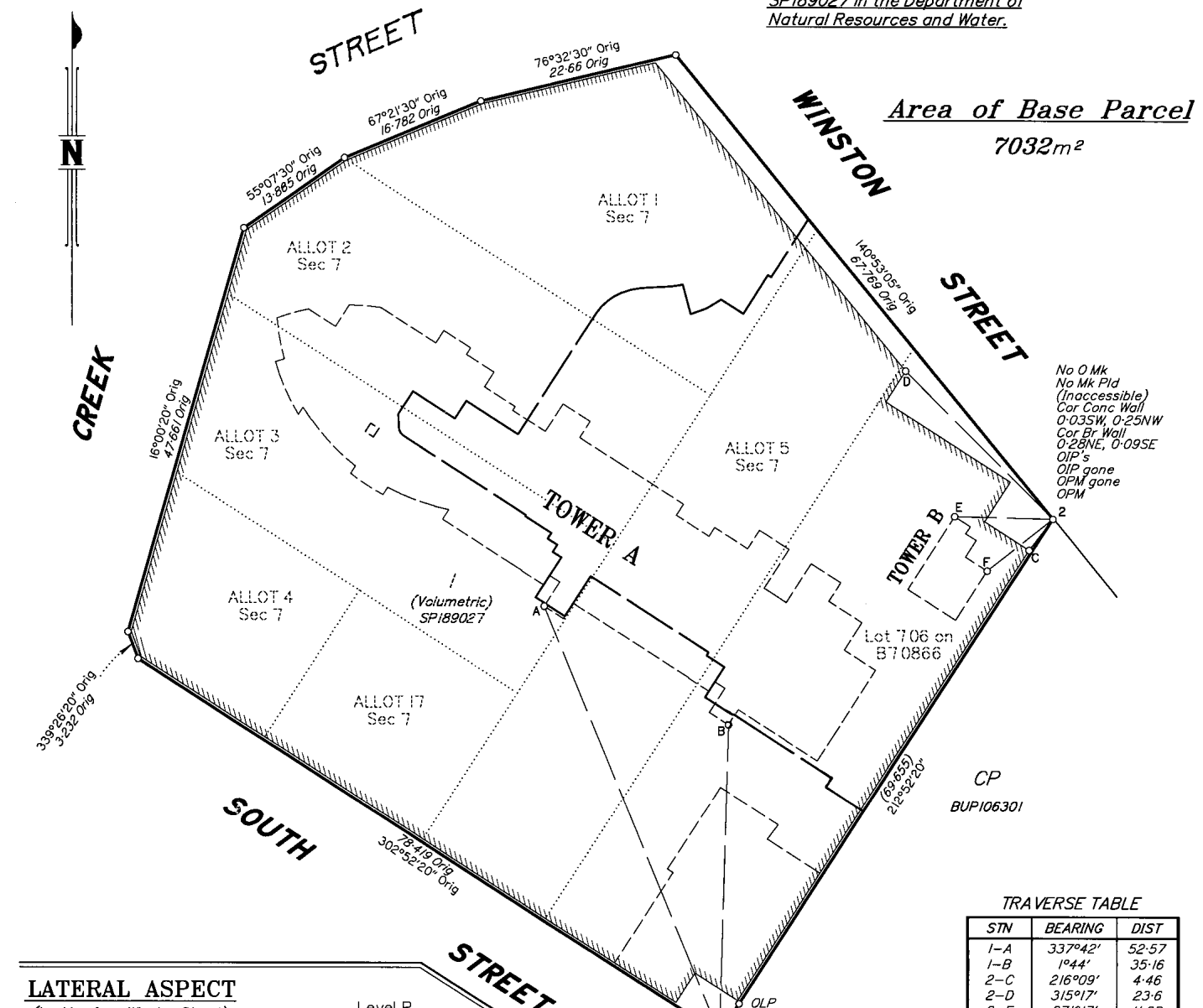
Land Title Act 1994; Land Act 1994
 Form 21 Version 2

SURVEY PLAN

Sheet **1** of **17**

*Original information compiled from
 SP189027 in the Department of
 Natural Resources and Water.*

Area of Base Parcel
 7032m²



No O Mk
 No Mk Pld
 (Inaccessible)
 Cor Conc Wall
 0-03SW, 0-25NW
 Cor Br Wall
 0-28NE, 0-09SE
 OIP's
 OIP gone
 OPM gone
 OPM

CP
 BUP106301

TRAVERSE TABLE

STN	BEARING	DIST
1-A	337°42'	52.57
1-B	1°44'	35.16
2-C	216°09'	4.46
2-D	315°17'	23.6
2-E	271°17'	11.08
2-F	231°32'	9.46

REFERENCE MARKS

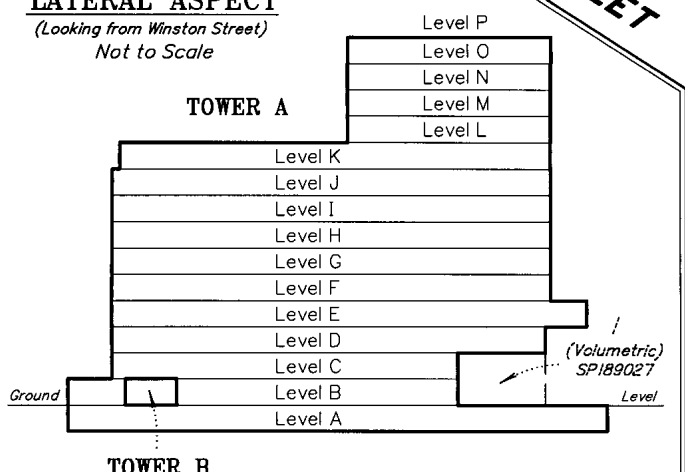
STN	TO	ORIGIN	BEARING	DIST
1	OIP (Not Searched)	5/B70866	212°52'20"	2.01
1	OIP	1/SP189027	205°45'35"	4.84
1	OIP	1/SP189027	256°41'30"	36.385
1	Pin fd		258°30'	35.458
2	OIP gone	11/B70866	32°52'20"	2.01
2	OIP	12/SP189027	84°18'40"	13.66
2	OIP	13/1S209101	14°29'20"	18.815

PERMANENT MARKS

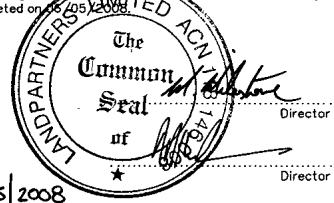
PM	ORIGIN	BEARING	DIST	NO	
1-OPM	3/SP189027	288°50'30"	139.245	174372	New Conn
2-OPM gone	1/SP167931	38°20'30"	47.677	137929	New Conn
2-OPM	5/SP167931	128°49'35"	208.915	78608	New Conn

LATERAL ASPECT

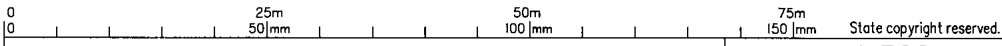
(Looking from Winston Street)
 Not to Scale



LandPartners Limited (ACN 118 146 008) hereby certify that the land comprised in this plan was surveyed for the corporation, by David WELLINGTON, cadastral surveyor for whose work the corporation accepts responsibility and that the plan is accurate, that the said survey was performed in accordance with the Survey and Mapping Infrastructure Act 2003 and Surveyors Act 2003 and associated Regulations and standards and that the said survey was completed on 05/05/2008.



6/05/2008
 Date



Plan of Lots 1-91 and Common Property

Cancelling Lot 2 on SP189027

PARISH: **TALLEBUDGERA** COUNTY: **Ward**

Meridian: **SP189027**

F/N's: **No**

Scale: **1:500**

Format: **BUILDING**



SP189028

Plan Status:

BRM4052.000-0061_4052006-1412

**WARNING : Folded or Mutilated Plans will not be accepted.
Plans may be rolled.
Information may not be placed in the outer margins.**

711788246

\$6738.90
11/07/2008 15:58

BE 400 NT

Registered

5. Lodged by

(Include address, phone number, reference, and Lodger Code)

1. Certificate of Registered Owners or Lessees.
I/We KIRRA BEACH GOLD PTY LTD ACN 117 405 919

(Names in full)

*as Registered Owners of this land agree to this plan and dedicate the Public Use Land as shown hereon in accordance with Section 50 of the Land Title Act 1994.

*as Lessees of this land agree to this plan:

Signature of *Registered Owners *Lessees

EXECUTED BY Kirra Beach Gold Pty Ltd a
BY ITS JOINT ATTORNEYS Paul Allan Brogan AND Benn Francis Zemek
UNDER POWER OF ATTORNEY DATED 11 Feb 2008 No. 71430336
WHO DECLARE THAT THEY HAVE NO NOTICE OF REVOCATION OF THE POWER OF ATTORNEY

* Rule out whichever is inapplicable

6. Existing			Created		
Title Reference	Lot	Plan	Lots	Emts	Road
50728349	2	SP189027	1-91 & CP	-	-

MORTGAGE ALLOCATIONS

Mortgage	Lots Fully Encumbered	Lots Partially Encumbered
710113480	1-91	-
710156361	1-91	-

22 & 23	Allot 1-3 of Sec 7
2, 8, 16, 26, 36, 46, 56, 66 & 76	Allots 2, 3 & 5 of Sec 7
1, 6, 7, 13-15, 21, 24, 25, 31-35, 41-45, 51-55, 61-65, 71-75 & 80-91	Allots 2 & 3 of Sec 7
3, 9, 10, 17, 18, 27, 28, 37, 38, 47, 48, 57, 58, 67, 68, 77 & 78	Allot 5 of Sec 7 & Lot 706 on B70866
4, 5, 11, 12, 19, 20, 29, 30, 39, 40, 49, 50, 59, 60, 69, 70 & 79	Lot 706 on B70866
Common Property	Allots 1-5 & 17 of Sec 7 & Lot 706 on B70866
Lots	Orig

2. Local Government Approval.
* COUNCIL OF THE CITY OF GOLD COAST hereby approves this plan in accordance with the:
% **INTEGRATED PLANNING ACT 1997**

Dated this 9th day of July 2008

David Andrew Lohar
Authorising Officer

* Insert the name of the Local Government. % Insert Integrated Planning Act 1997 or # Insert designation of signatory or delegation Local Government (Planning & Environment) Act 1990

7. Portion Allocation :

8. Map Reference :
9641-43431

9. Locality :
COOLANGATTA

10. Local Government :
GOLD COAST C. C.

11. Passed & Endorsed :
By: LandPartners Limited
Date: 7-7-2008
Signed: [Signature]
Designation: Liaison Officer

4th September 2006
Development Approval Date

12. Building Formulation:
I certify that [Signature]
* As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or roads.
* Part of the building shown on this plan encroaches onto adjoining lots or roads.
Cadastral Surveyor/Director Date 16/05/2008
*delete words not required

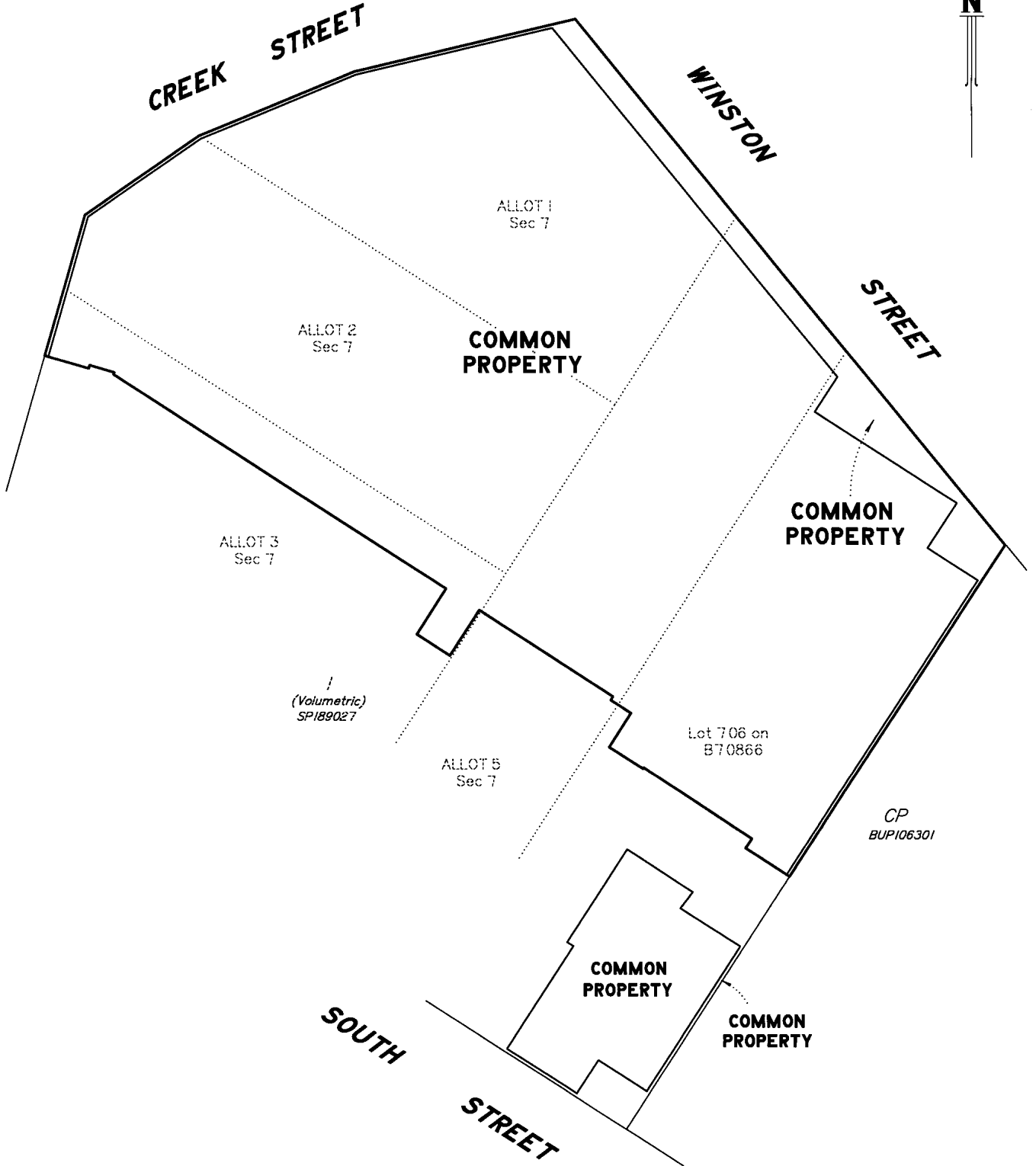
3. Plans with Community Management Statement :
CMS Number: 38735
Name: KIRRA SURF APARTMENTS

4. References :
Dept File:
Local Govt: FW6177/06/01
Surveyor: BRMM4052.000

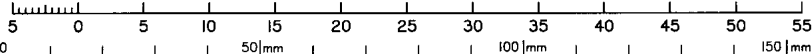
13. Lodgement Fees :
Survey Deposit \$
Lodgement \$
..... New Titles \$
Photocopy \$
Postage \$
TOTAL \$
14. Insert Plan Number **SP189028**

LEVEL A

Scale 1: 400



Scale 1:400 - Lengths are in Metres.

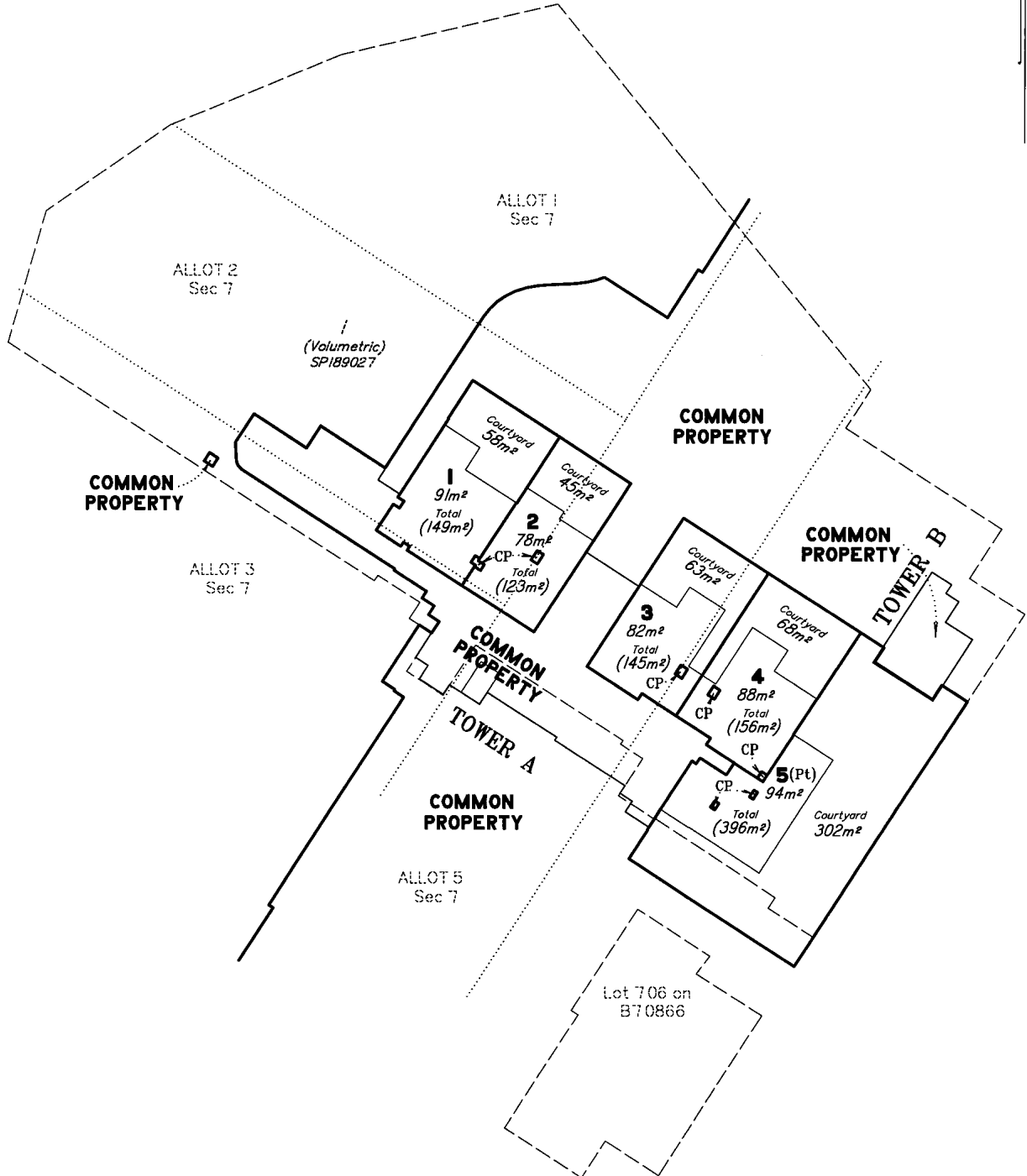


State copyright reserved.

Insert Plan Number **SP189028**

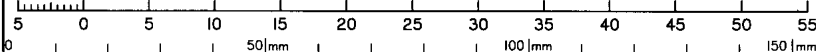
LEVEL B

Scale 1: 400



----- Denotes Level Below

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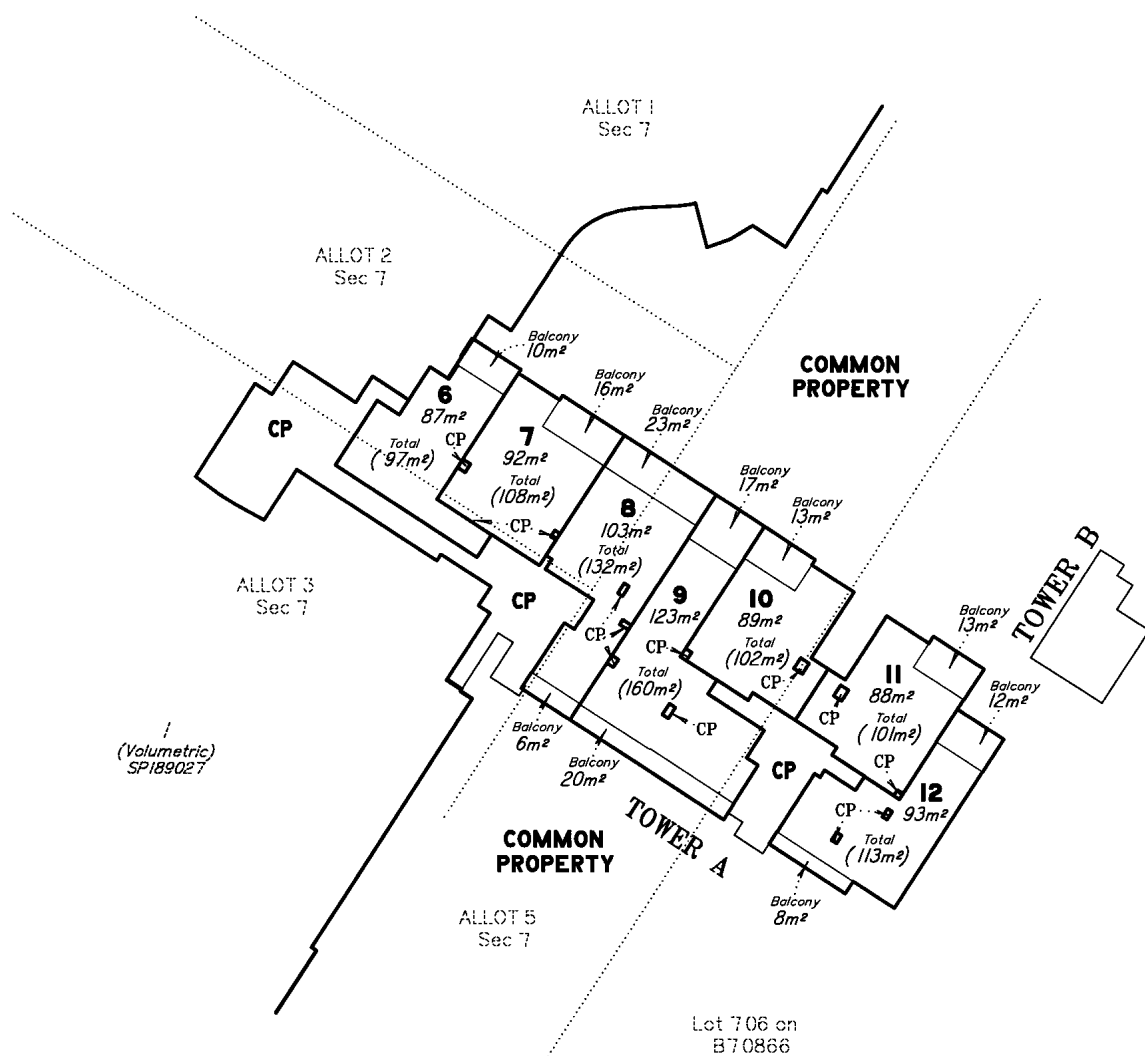


State copyright reserved.

Insert Plan Number **SP189028**

LEVEL C

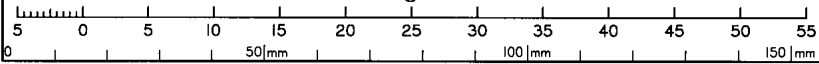
Scale 1: 400



(Volumetric)
SP189027

----- Denotes Level Below

Scale 1:400 - Lengths are in Metres.



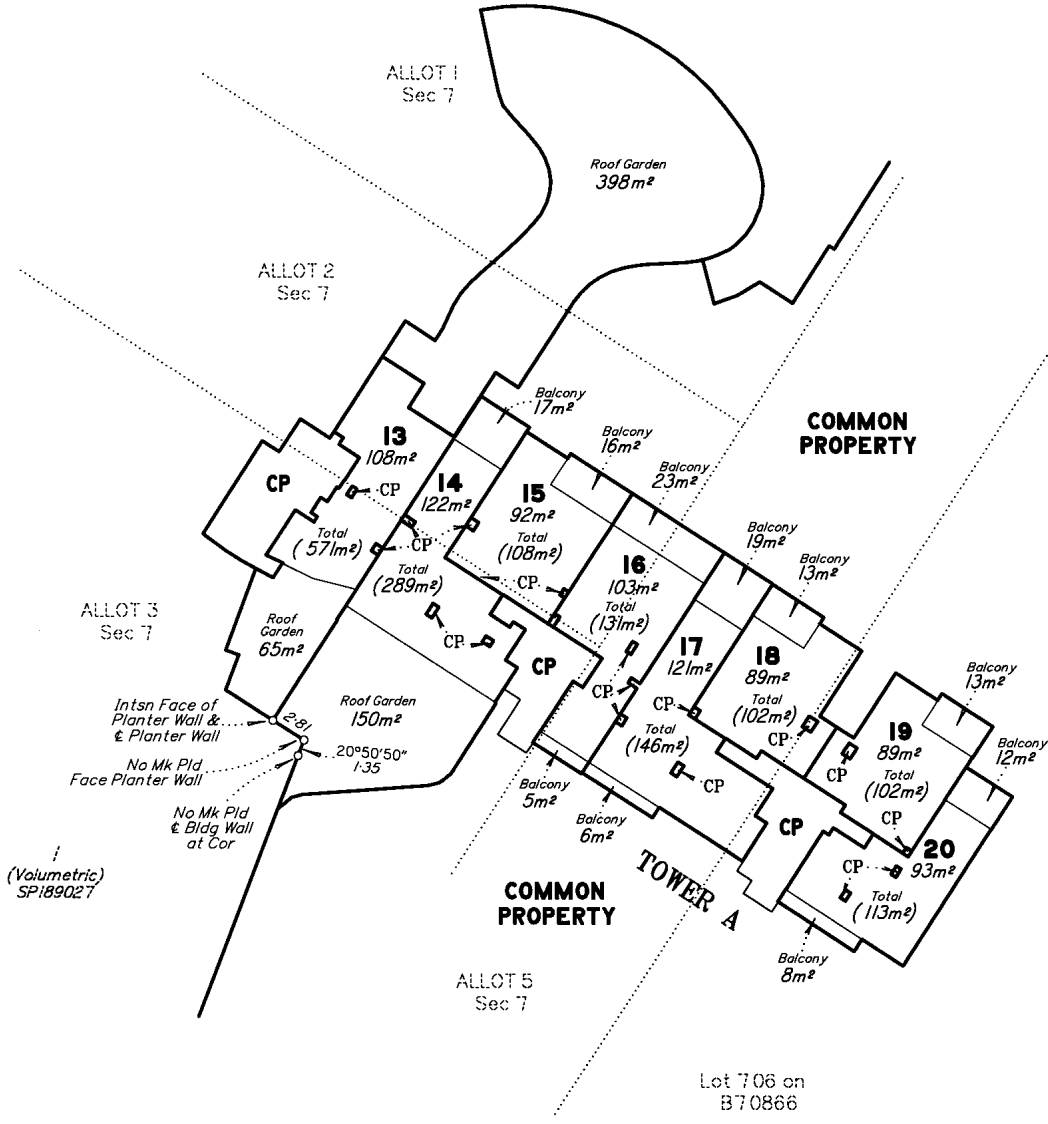
State copyright reserved.

Insert Plan Number **SP189028**

BRM-4052.000-006M 40520016

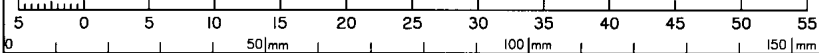
LEVEL D

Scale 1: 400



(Volumetric)
SP189027

Scale 1:400 - Lengths are in Metres.

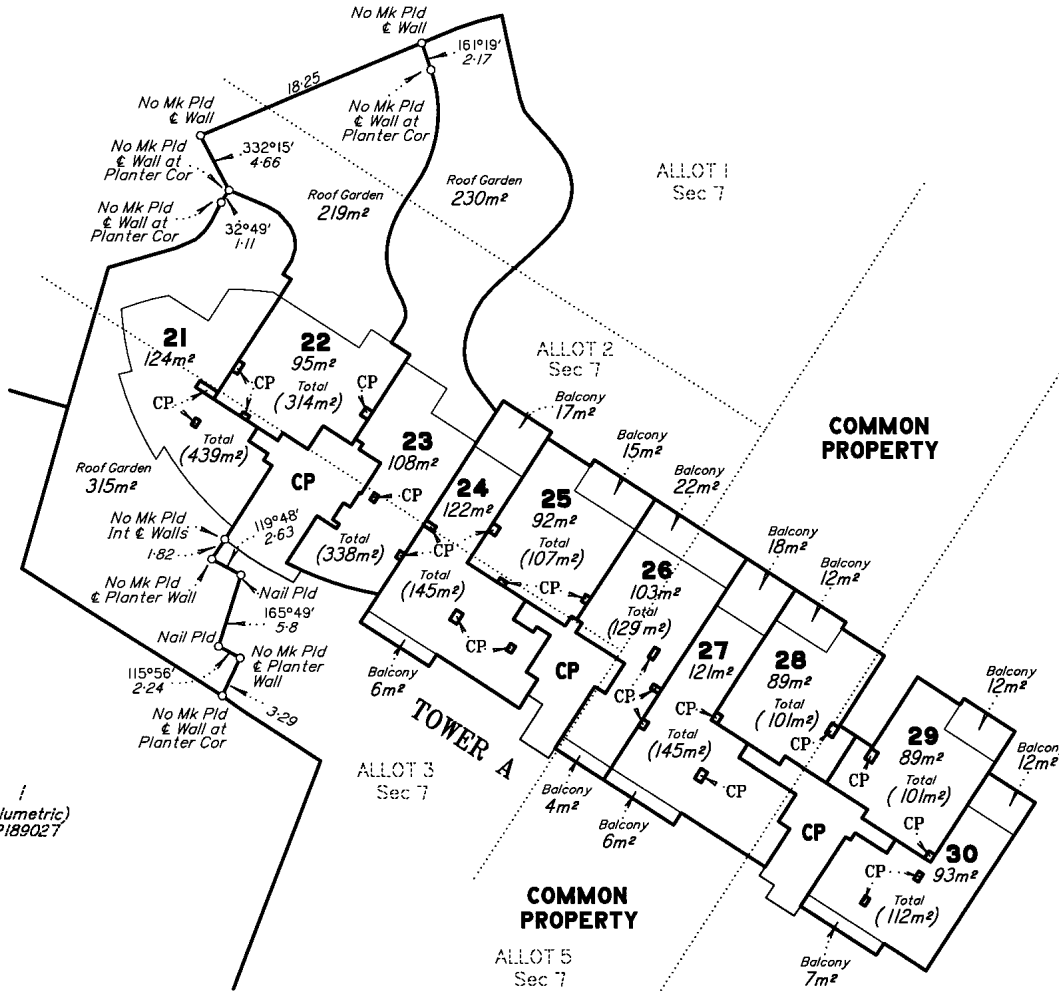


State copyright reserved.

Insert Plan Number **SP189028**

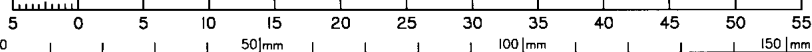
LEVEL E

Scale 1: 400



(Valumetric)
SP189027

Scale 1:400 - Lengths are in Metres.

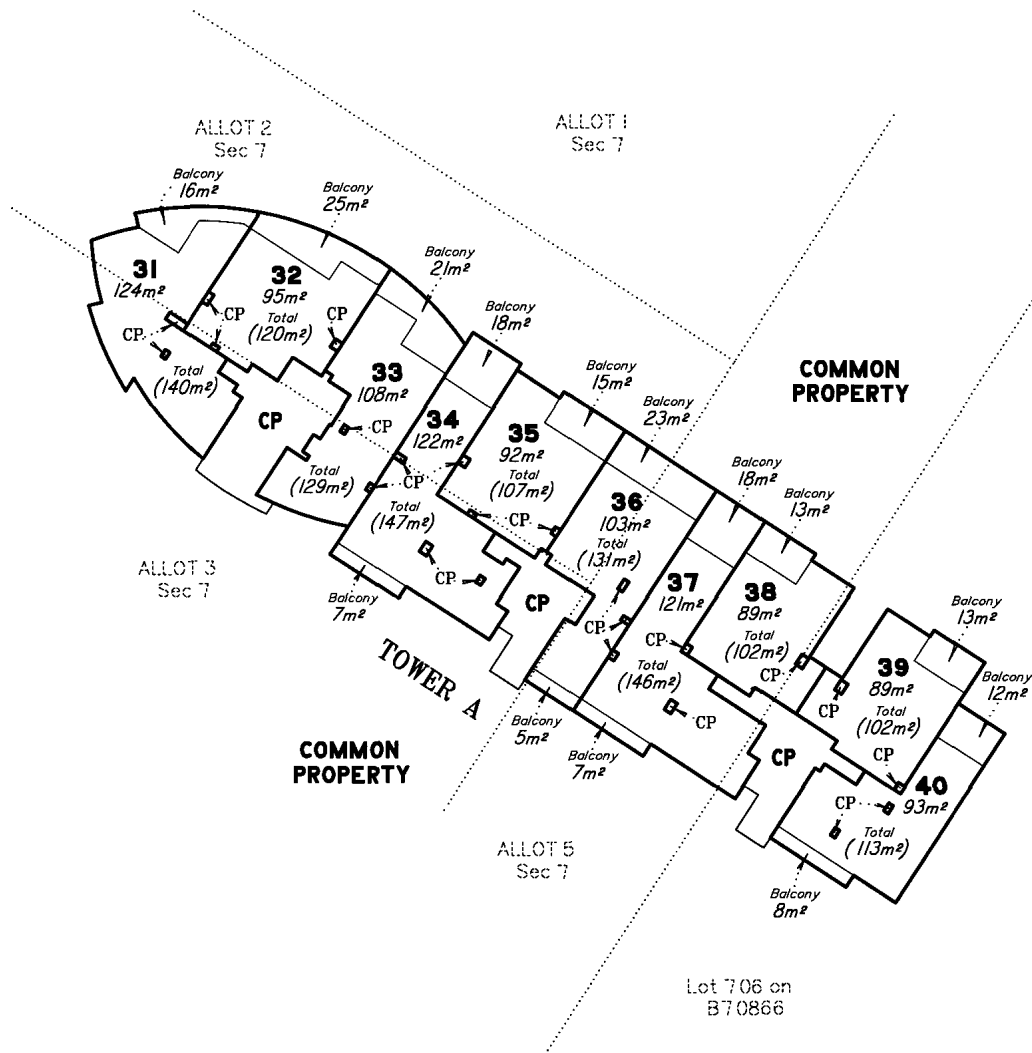


State copyright reserved.

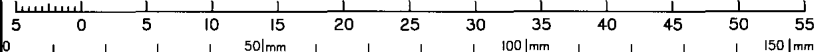
Insert Plan Number **SP189028**

LEVEL F

Scale 1: 400



Scale 1:400 - Lengths are in Metres.

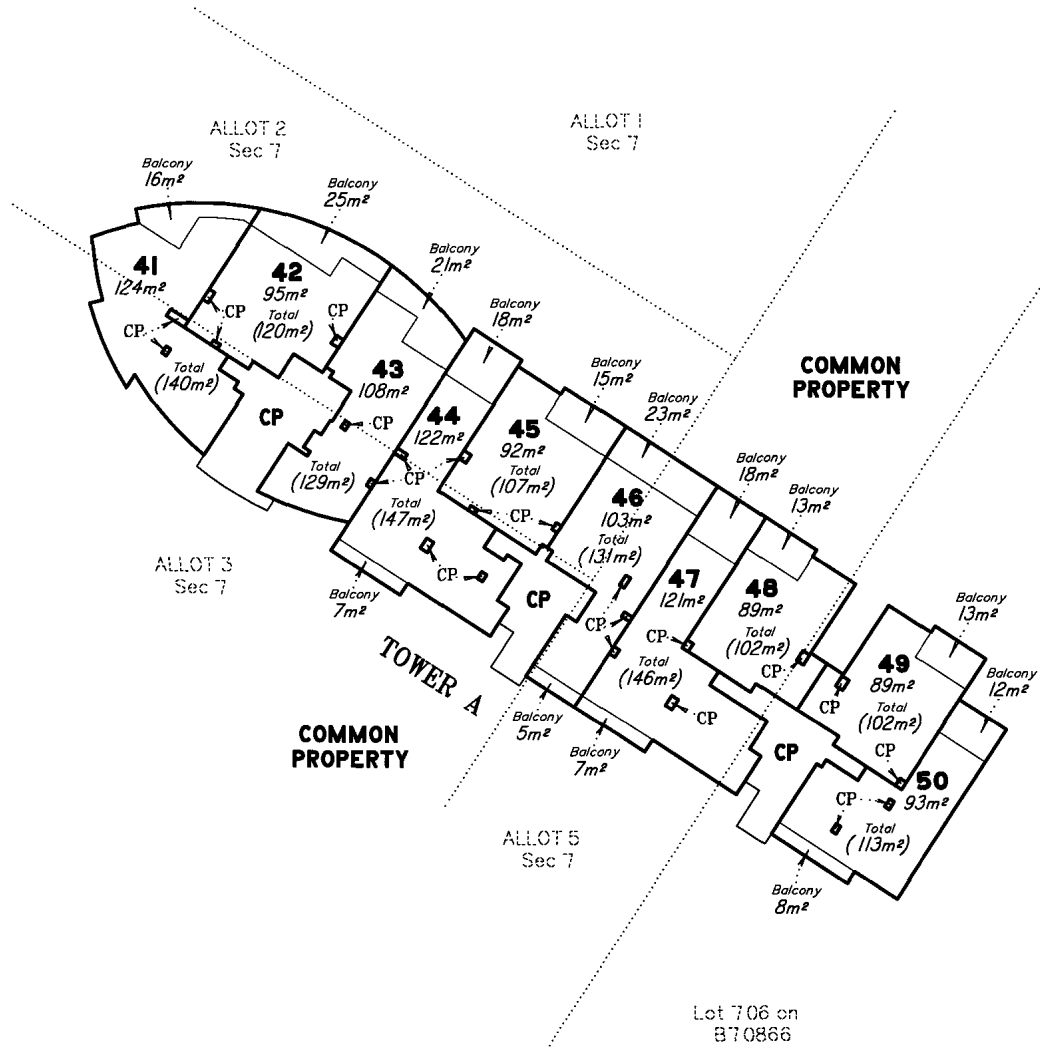


State copyright reserved.

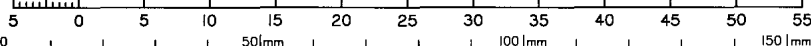
Insert Plan Number **SP189028**

LEVEL G

Scale 1: 400



Scale 1:400 - Lengths are in Metres.

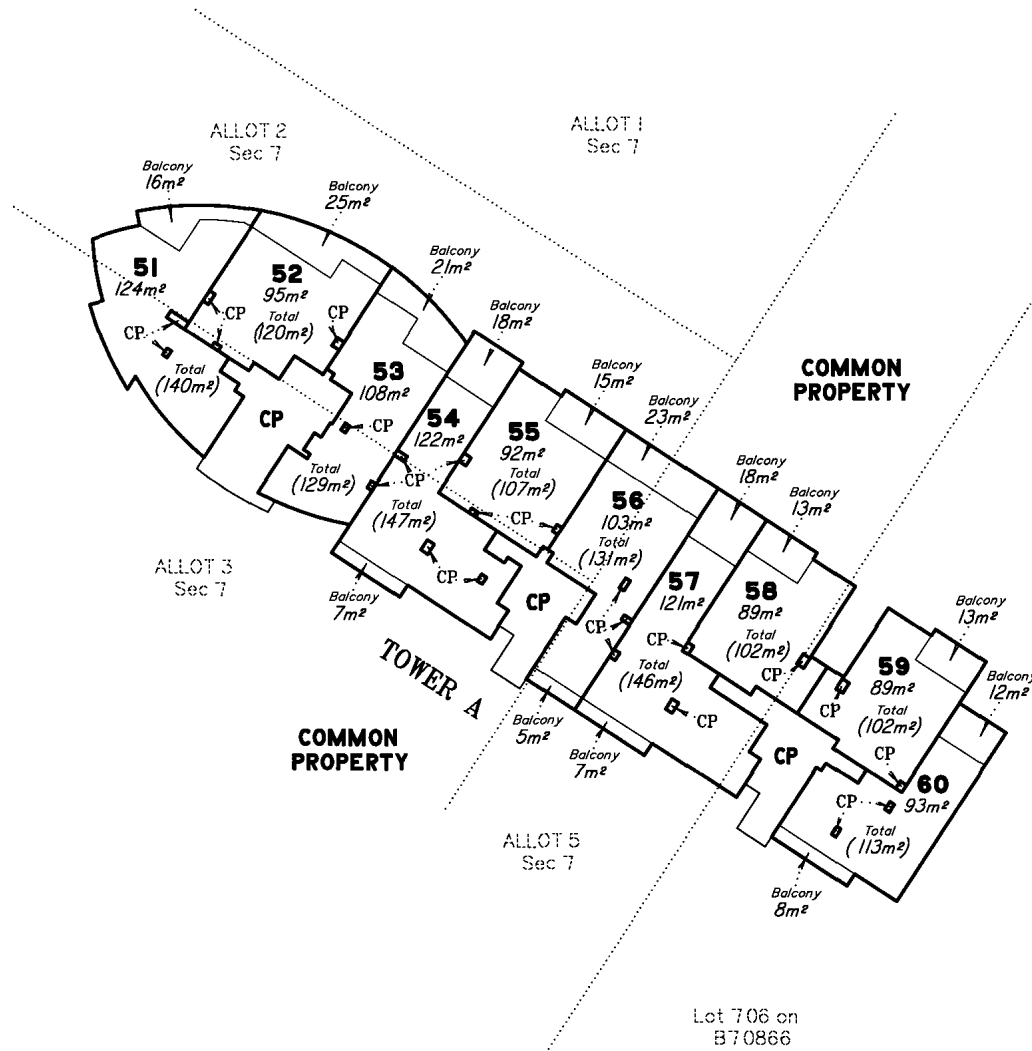


State copyright reserved.

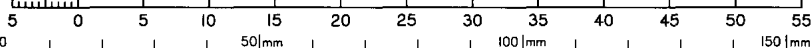
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LEVEL H

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Scale 1:400 - Lengths are in Metres.

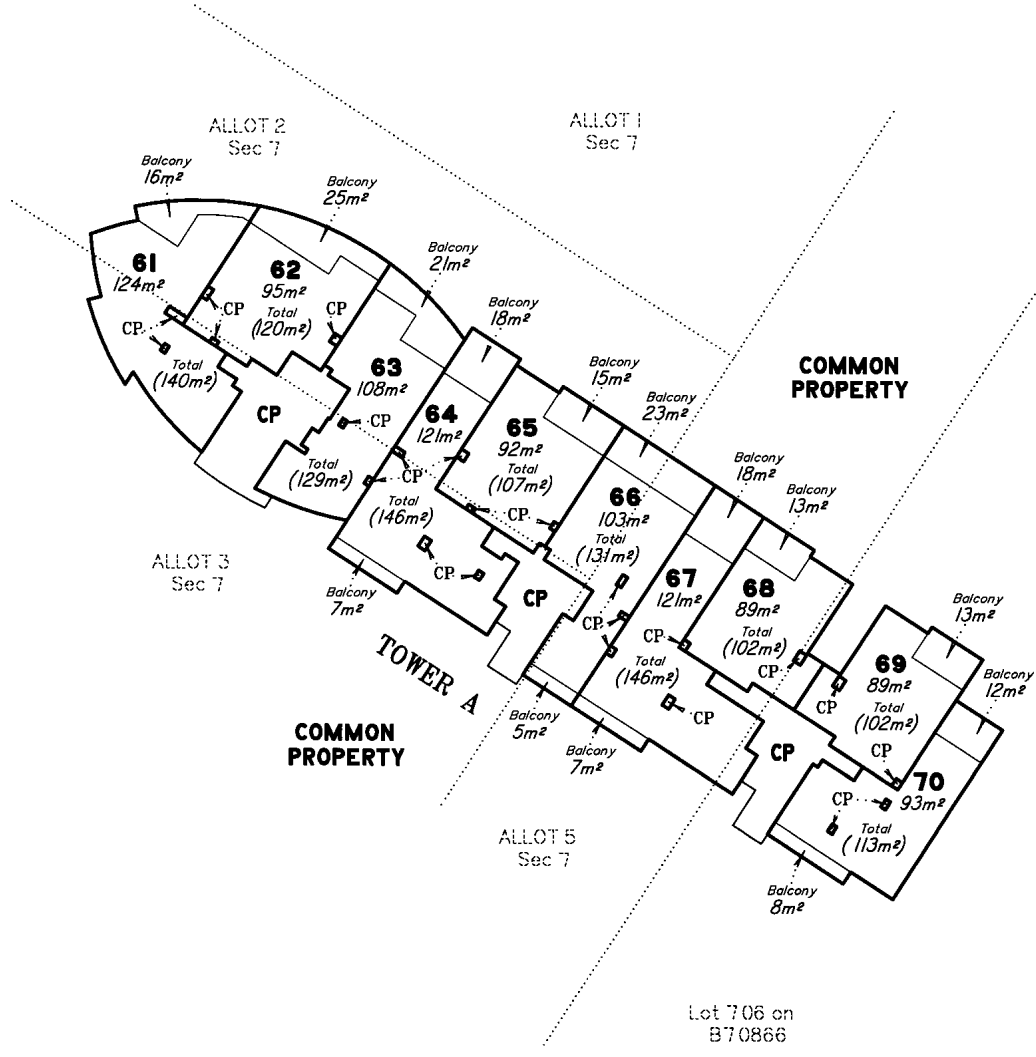


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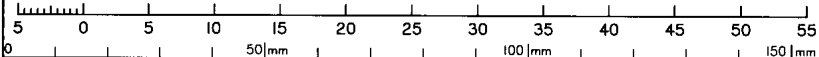
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LEVEL I

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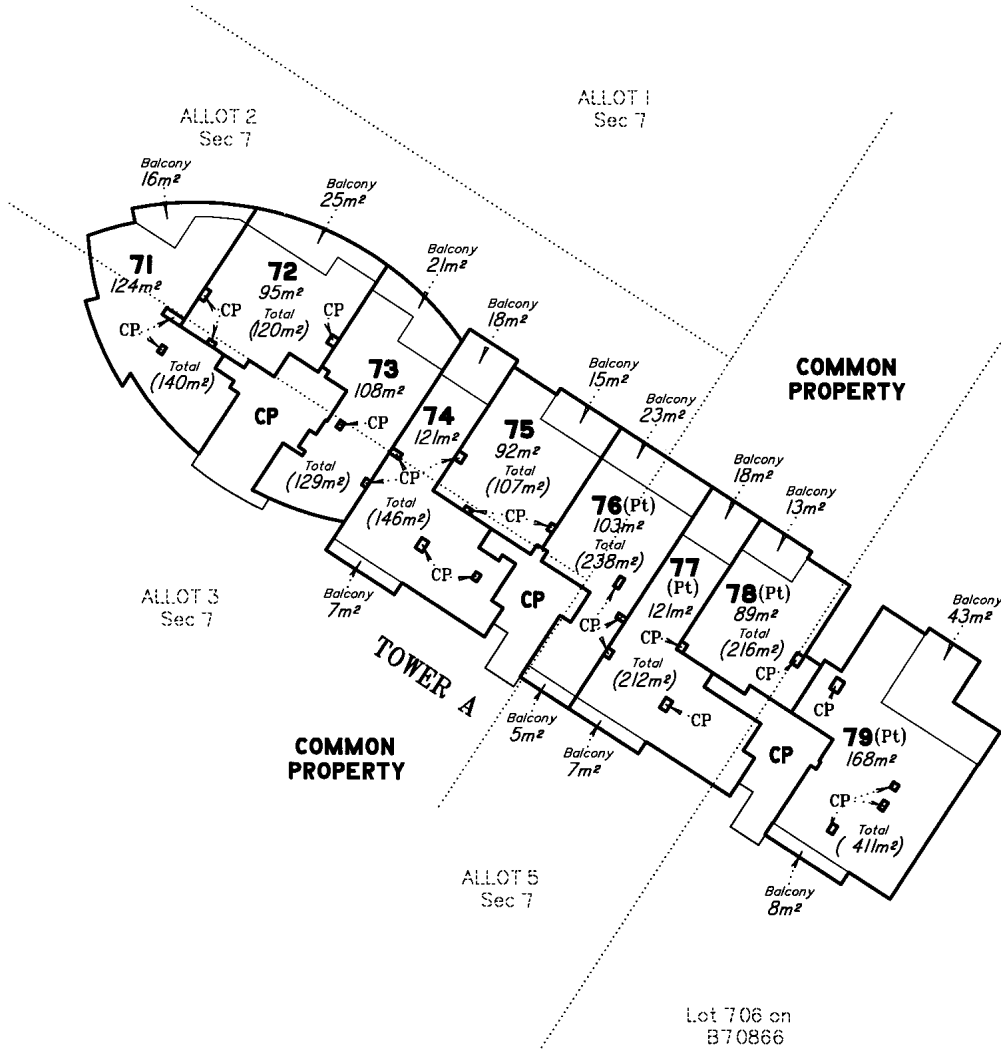


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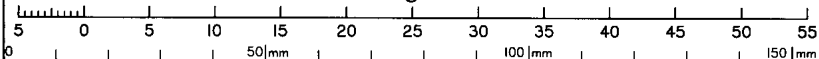
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LEVEL J

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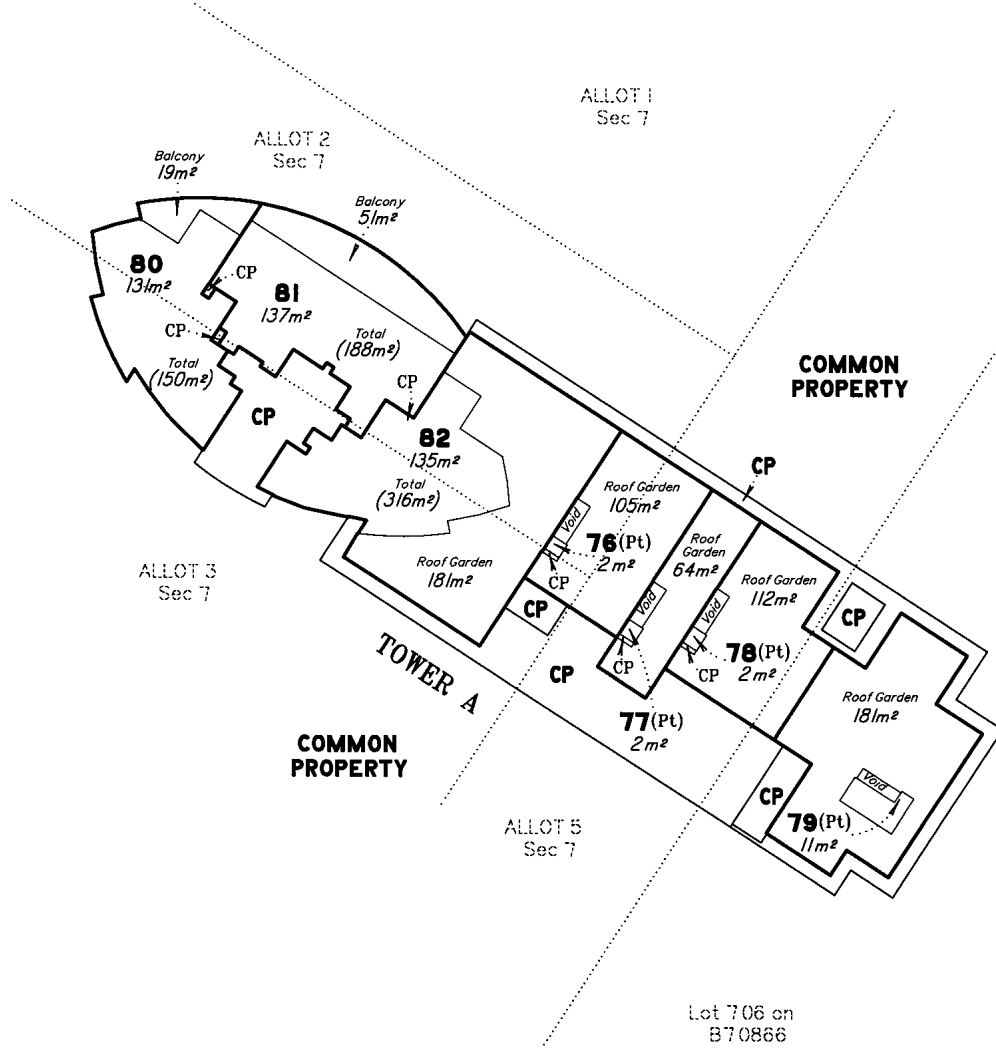


State copyright reserved.

Insert Plan Number **SP189028**

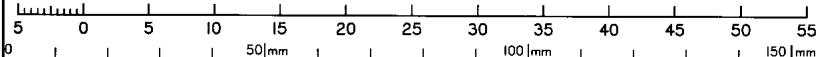
LEVEL K

Scale 1: 400



Lot 706 on
870866

Scale 1:400 - Lengths are in Metres.

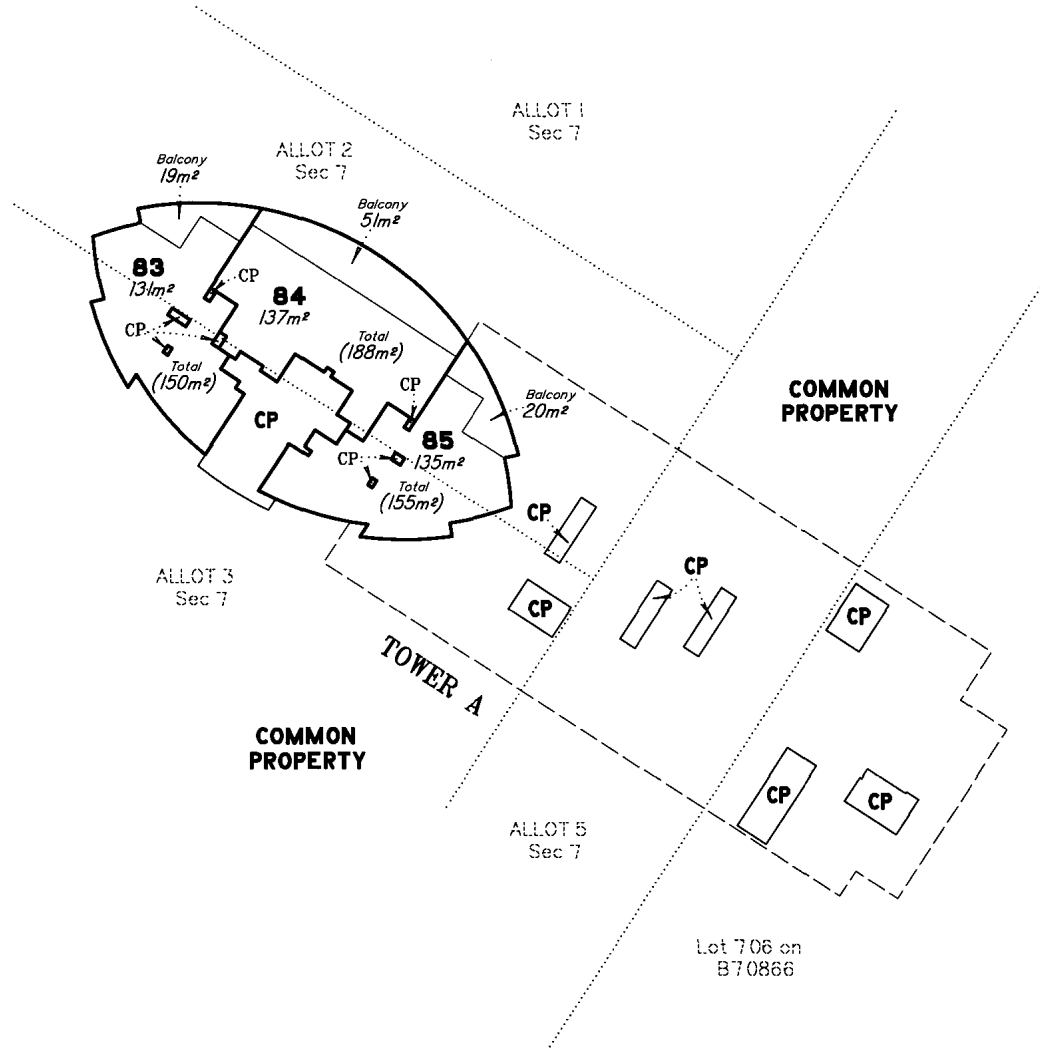


State copyright reserved.

Insert Plan Number **SP189028**

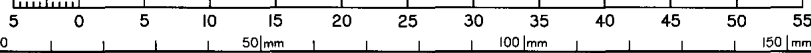
LEVEL L

Scale 1: 400



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Scale 1:400 - Lengths are in Metres.



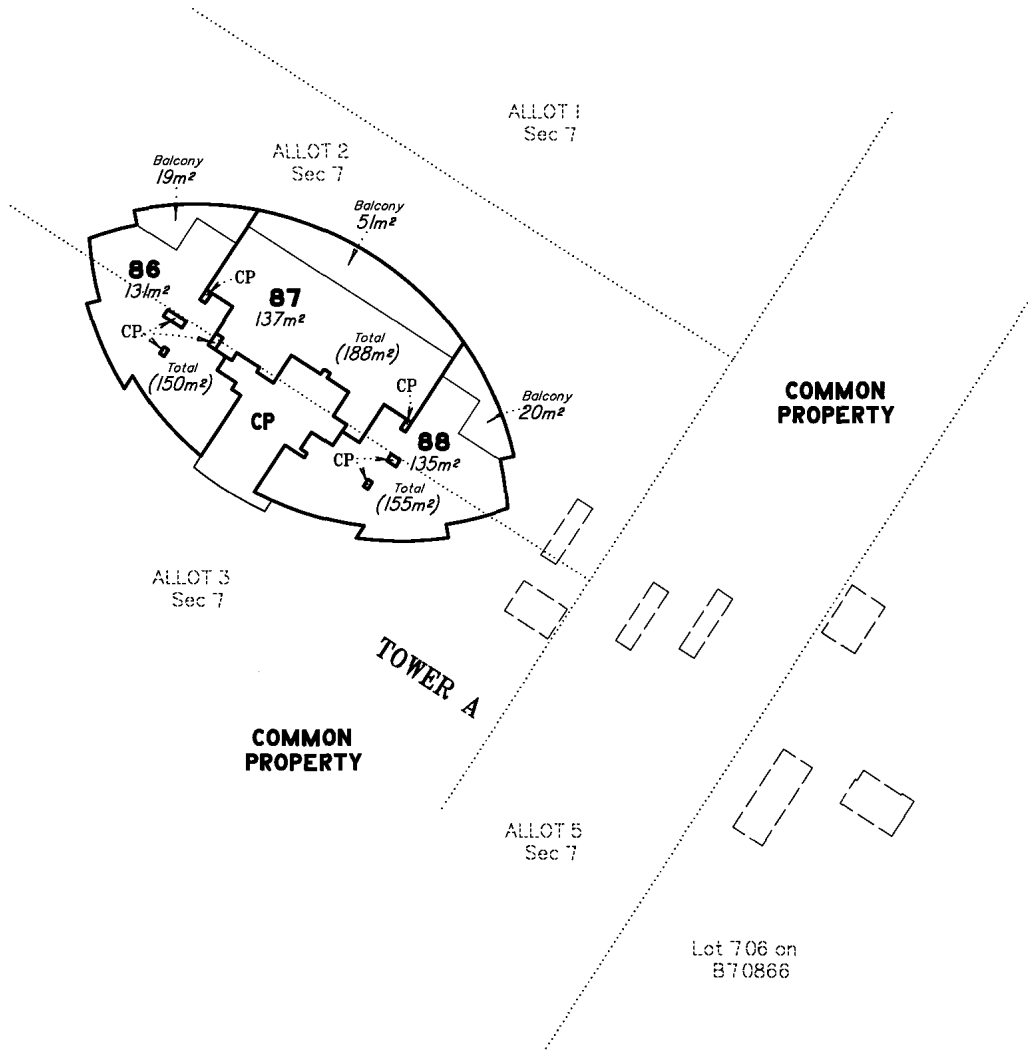
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Insert Plan Number **SP189028**

BRM4052.000-006L 405200L2

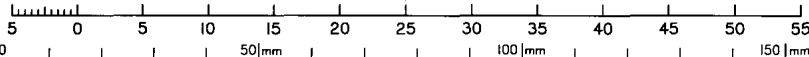
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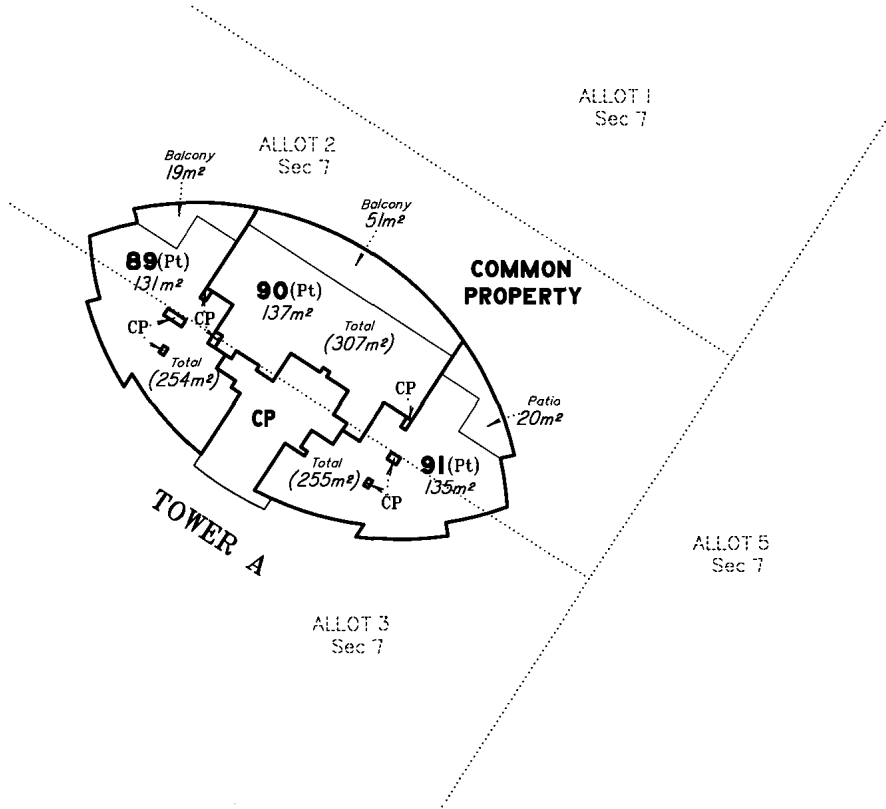


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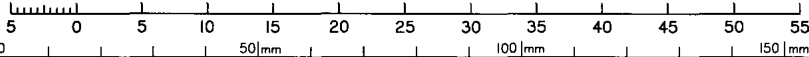
Insert Plan Number **SP189028**

LEVEL N

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Scale 1:400 - Lengths are in Metres.



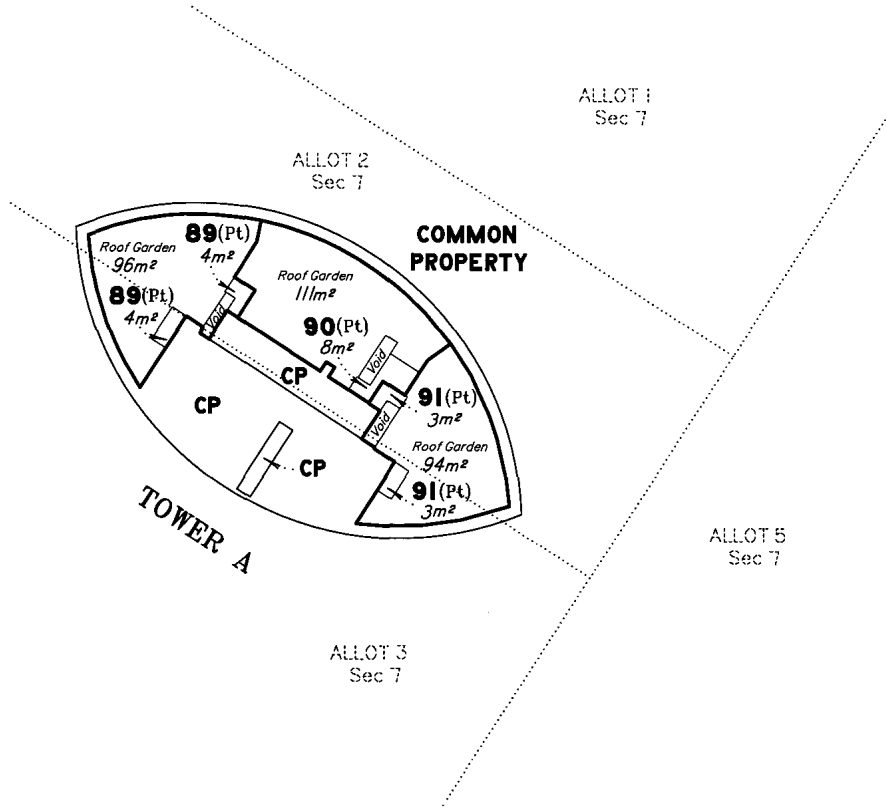
State copyright reserved.

Insert Plan Number **SP189028**

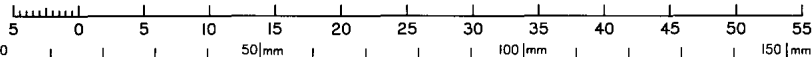
BRMM4052.000-006L 405200L2

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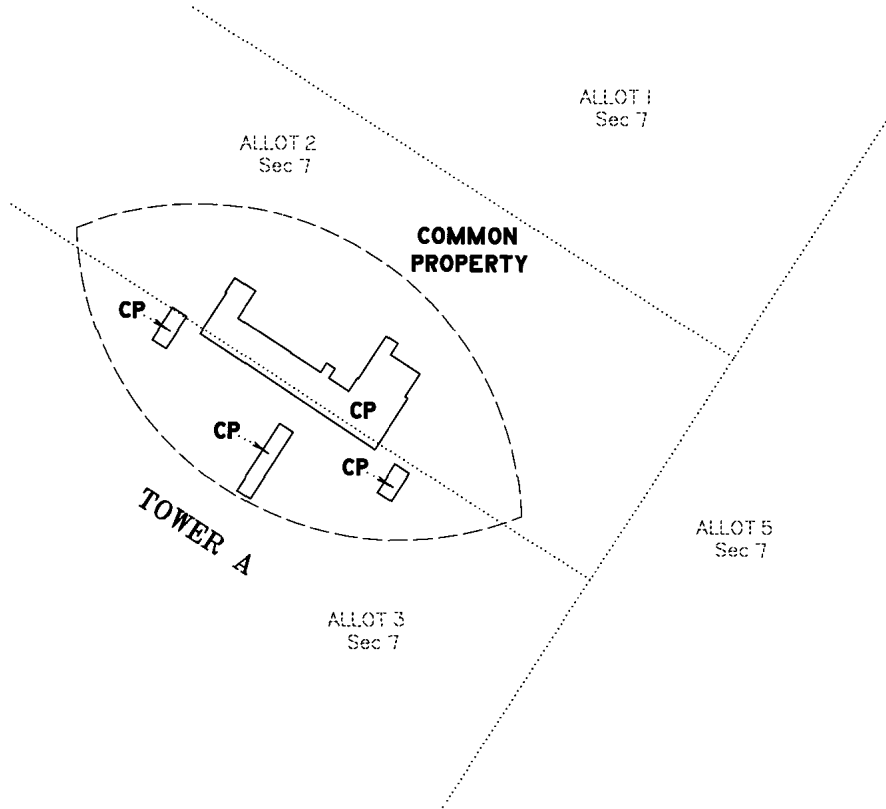


State copyright reserved.

Insert Plan Number **SP189028**

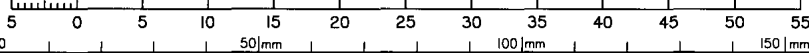
LEVEL P

Scale 1: 400



----- Denotes Level Below

Scale 1:400 - Lengths are in Metres.



State copyright reserved.

Insert Plan Number **SP189028**

BRMM 4052.000-006L 405200L2

QUEENSLAND TITLES REGISTRY PTY LTD AUTOMATED TITLES SYSTEM ENE470
15/12/2025 13:27 COMMUNITY TITLES SCHEME SEARCH STATEMENT
Request No: 54475993

Scheme Name: KIRRA SURF APARTMENTS COMMUNITY TITLES SCHEME 38735

Body Corp. Addr: ERNST BODY CORPORATE MANAGEMENT
71 DAVENPORT STREET
SOUTHPORT QLD
4215

COMMUNITY MANAGEMENT STATEMENT No: 38735

Title	Lot	Plan
50730686	CP	SP 189028
50730687	1	SP 189028
50730688	2	SP 189028
50730689	3	SP 189028
50730690	4	SP 189028
50730691	5	SP 189028
50730692	6	SP 189028
50730693	7	SP 189028
50730694	8	SP 189028
50730695	9	SP 189028
50730696	10	SP 189028
50730697	11	SP 189028
50730698	12	SP 189028
50730699	13	SP 189028
50730700	14	SP 189028
50730701	15	SP 189028
50730702	16	SP 189028
50730703	17	SP 189028
50730704	18	SP 189028
50730705	19	SP 189028
50730706	20	SP 189028
50730707	21	SP 189028
50730708	22	SP 189028
50730709	23	SP 189028
50730710	24	SP 189028
50730711	25	SP 189028
50730712	26	SP 189028
50730713	27	SP 189028
50730714	28	SP 189028
50730715	29	SP 189028
50730716	30	SP 189028
50730717	31	SP 189028
50730718	32	SP 189028
50730719	33	SP 189028
50730720	34	SP 189028
50730721	35	SP 189028
50730722	36	SP 189028
50730723	37	SP 189028
50730724	38	SP 189028
50730725	39	SP 189028
50730726	40	SP 189028
50730727	41	SP 189028
50730728	42	SP 189028

Title	Lot	Plan
50730729	43	SP 189028
50730730	44	SP 189028
50730731	45	SP 189028
50730732	46	SP 189028
50730733	47	SP 189028
50730734	48	SP 189028
50730735	49	SP 189028
50730736	50	SP 189028
50730737	51	SP 189028
50730738	52	SP 189028
50730739	53	SP 189028
50730740	54	SP 189028
50730741	55	SP 189028
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50730743	57	SP 189028
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50730748	62	SP 189028
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50730750	64	SP 189028
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50730753	67	SP 189028
50730754	68	SP 189028
50730755	69	SP 189028
50730756	70	SP 189028
50730757	71	SP 189028
50730758	72	SP 189028
50730759	73	SP 189028
50730760	74	SP 189028
50730761	75	SP 189028
50730762	76	SP 189028
50730763	77	SP 189028
50730764	78	SP 189028
50730765	79	SP 189028
50730766	80	SP 189028
50730767	81	SP 189028
50730768	82	SP 189028
50730769	83	SP 189028
50730770	84	SP 189028
50730771	85	SP 189028
50730772	86	SP 189028
50730773	87	SP 189028
50730774	88	SP 189028
50730775	89	SP 189028
50730776	90	SP 189028
50730777	91	SP 189028

QUEENSLAND TITLES REGISTRY PTY LTD AUTOMATED TITLES SYSTEM ENE470
15/12/2025 13:27 COMMUNITY TITLES SCHEME SEARCH STATEMENT
Request No: 54475993

Title Lot Plan
COMMUNITY MANAGEMENT STATEMENT Dealing No: 723712596

** End of CMS Search Statement **

COPYRIGHT QUEENSLAND TITLES REGISTRY PTY LTD [2025]
Requested By: D-ENQ DYE & DURHAM (S)

GENERAL REQUEST

Duty Imprint

723712596

ing Number

EF 470 \$113.04

29/11/2024 16:09:40

OFFICE USE ONLY

Consent or information from this form is authorised by legislation and is used to maintain publicly searchable records. For more information see the Department's website.

1. Nature of request

REQUEST TO RECORD NEW COMMUNITY MANAGEMENT STATEMENT FOR KIRRA SURF APARTMENTS COMMUNITY TITLES SCHEME 38735

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

JG Settlements on behalf of Mathews Hunt Legal
Tower One Southport Central Suite 1701, Lvl 7, 56 Scarborough Street, Southport Qld 4215
Tel: 617 5555 8000 Ref: PH:JC:107502
Email: admin@mathewshuntlegal.com.au

Lodger Code

EF219-

2. Lot on Plan Description

Common Property for Kirra Surf Apartments Community Titles Scheme 38735

Title Reference

50730686

3. Registered Proprietor/State Lessee

Body Corporate for Kirra Surf Apartments Community Titles Scheme 38735

4. Interest

NOT APPLICABLE

5. Applicant

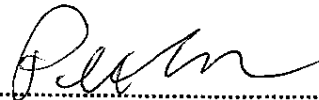
Body Corporate for Kirra Surf Apartments Community Titles Scheme 38735

6. Request

I hereby request that: the new Community Management Statement deposited herewith which amends Schedule A and C be recorded as the new Community Management Statement Kirra Surf Apartments Community Titles Scheme 38735

7. Execution by applicant

28/11/2024
Execution Date


Peter Anthony Urquhart Hunt
Solicitor's Signature

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

38735

ED 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

Office use only
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 (including number) of CTS

Kirra Surf Apartments Community Titles Scheme
 38735

2. Regulation module

Accommodation Module

3. Name of body corporate

Body Corporate for Kirra Surf Apartments Community Titles Scheme 38735

4. Scheme Land

Lot on Plan Description

Common Property of Kirra Surf Apartments
 Community Titles Scheme 38735

Title Reference

50730686

Lots 1 on SP189028 to Lot 91 on SP189028
 inclusive

50730687-50730777 (inclusive)

5. Name and address of original owner

NOT APPLICABLE

6. Reference to plan lodged with this statement (if applicable)

NOT APPLICABLE

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, a Form 18C must be deposited with the Request to record the CMS.

8. Consent of body corporate

See Form 20 – BCCM Execution

Privacy Statement

Collection of information from this form is authorised by legislation and is used to maintain publicly searchable records. For more information see the Titles Queensland website.

**BCCM EXECUTION /
 RELEVANT CERTIFICATE**

1. Community Titles Scheme (CTS) Name	CTS Number
Kirra Surf Apartments Community Titles Scheme	38735
2. Module Type of BCCM Scheme	Instrument being executed (using this certificate)
Accommodation Module	New CMS
3. Execution by the Body Corporate for the above Scheme*	
Signature <u>Betsy L Harrington</u>	Signature <u>Peter James Turner</u>
Signer Name <u>Betsy L Harrington</u>	Signer Name <u>PETER JAMES TURNER</u>
Signer Authority <u>Chairperson of the Body Corporate Committee</u>	Signer Authority <u>Secretary of the Body Corporate Committee</u>
Entity (if applicable) <u>N/A</u>	Entity (if applicable) <u>N/A</u>
Execution Date <u>7 NOV 2024</u>	Execution Date <u>7 NOV. 2024</u>

*By executing above the Body Corporate confirms it is in compliance with Section 96 of the Body Corporate and Community Management Act 1997.

When this Form should be used:

This form should be used for the execution by a Body Corporate of any Titles Instrument other than a Form 14.

Guidance

Please refer to Parts [45-2060] to [45-2081] of the Land Title Practice Manual for guidance on completion and execution of this form and refer to Part 45 generally for further guidance on titles instruments involving Community Titles Schemes. Some brief guidance on the completion of Item 3 has been included below for the quick reference of those who are already familiar with executions of titles instruments by a Body Corporate.

Signer Authority Guidance:

Representative of a Registered Owner means a natural person (individual) whose name is recorded on the body corporate's roll as the representative of the registered owner of a lot that is included in the scheme – Refer to Part [45-2070-1] of the Land Title Practice Manual.

Registered Owner – Individual means a natural person (individual) who is the registered owner of a lot that is included in the scheme. If a lot is owned by 2 or more people, it is acceptable for only one of the registered owners to sign the relevant certificate – Refer to Part [45-2070-2] of the Land Title Practice Manual.

Registered Owner - Corporation means the officeholder of the position of 'Director' or 'Secretary' for the corporate entity that is the registered owner of the lot. It is acceptable for only one office holder (Director or Secretary) of a Corporate Entity to execute on behalf of the Corporation in this instance, as by doing so they confirm they are signing as Agent on behalf of the Corporation and hold the requisite authority to do so – Refer to Part [45-2070-4] of the Land Title Practice Manual. The name and A.C.N of the corporation must be included in the 'Entity' field.

Body Corporate Manager under Chapter 3, Part 5 means a Body Corporate Manager appointed under Chapter 3, Part 5 of the respective Module Regulations to perform the functions of the body corporate committee. This is applicable only to Standard Module, Small Schemes Module and Accommodation Modules. This type of body corporate manager should not be confused with the more common type of body corporate manager that assists with the administration of the body corporate - Refer to Part [45-2070-5] of the Land Title Practice Manual.

Person specified as Signatory in the Body Corporate resolution authorising the transaction means the person identified (by name) and specifically authorised in the body corporate resolution, as the person who should execute the instrument. By signing in this way, the person signing confirms that they are one and the same person as is specified in the resolution to sign the instrument and that they have the authority to sign it. A copy of the resolution is not required to be deposited with this form to confirm this authority – Refer to Part [45-2060] of the Land Title Practice Manual.

Constructing Authority - Authorised Officer means the officer for the Constructing Authority that is authorised to execute on behalf of the Body Corporate pursuant to Section 12A of the *Acquisition of Land Act 1967* and Section 51 or 51A of the *Body Corporate and Community Management Act 1997*. The name of the Authorised Officer must be completed in the 'Signer Name' field, and the name of the Constructing Authority e.g. 'Department of Transport and Main Roads' must be entered into the 'Entity' section – Refer to Part [45-2068] of the Land Title Practice Manual.

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Interest	Contribution
Lot 1 on SP 189028	710	1022
Lot 2 on SP 189028	556	978
Lot 3 on SP 189028	710	1020
Lot 4 on SP 189028	710	1020
Lot 5 on SP 189028	769	1024
Lot 6 on SP 189028	413	975
Lot 7 on SP 189028	660	1022
Lot 8 on SP 189028	759	1033
Lot 9 on SP 189028	836	1079
Lot 10 on SP 189028	743	1021
Lot 11 on SP 189028	743	1021
Lot 12 on SP 189028	726	1024
Lot 13 on SP 189028	1155	1083
Lot 14 on SP 189028	880	1079
Lot 15 on SP 189028	820	1022
Lot 16 on SP 189028	847	1033
Lot 17 on SP 189028	913	1079
Lot 18 on SP 189028	820	1021
Lot 19 on SP 189028	820	1021
Lot 20 on SP 189028	770	1024
Lot 21 on SP 189028	1403	1104
Lot 22 on SP 189028	1166	1041
Lot 23 on SP 189028	1249	1091
Lot 24 on SP 189028	1078	1095
Lot 25 on SP 189028	880	1037
Lot 26 on SP 189028	930	1047
Lot 27 on SP 189028	1078	1094
Lot 28 on SP 189028	836	1036
Lot 29 on SP 189028	836	1036
Lot 30 on SP 189028	820	1039
Lot 31 on SP 189028	1177	1110
Lot 32 on SP 189028	930	1056

Title Reference 50730686

Lot on Plan	Interest	Contribution
Lot 33 on SP 189028	1117	1103
Lot 34 on SP 189028	1106	1110
Lot 35 on SP 189028	891	1052
Lot 36 on SP 189028	941	1062
Lot 37 on SP 189028	1106	1109
Lot 38 on SP 189028	847	1050
Lot 39 on SP 189028	847	1050
Lot 40 on SP 189028	831	1054
Lot 41 on SP 189028	1188	1125
Lot 42 on SP 189028	941	1071
Lot 43 on SP 189028	1128	1118
Lot 44 on SP 189028	1117	1124
Lot 45 on SP 189028	902	1066
Lot 46 on SP 189028	952	1077
Lot 47 on SP 189028	1117	1123
Lot 48 on SP 189028	858	1065
Lot 49 on SP 189028	858	1065
Lot 50 on SP 189028	842	1069
Lot 51 on SP 189028	1199	1140
Lot 52 on SP 189028	952	1086
Lot 53 on SP 189028	1139	1133
Lot 54 on SP 189028	1128	1139
Lot 55 on SP 189028	913	1081
Lot 56 on SP 189028	963	1092
Lot 57 on SP 189028	1128	1138
Lot 58 on SP 189028	869	1080
Lot 59 on SP 189028	869	1080
Lot 60 on SP 189028	853	1084
Lot 61 on SP 189028	1210	1154
Lot 62 on SP 189028	963	1101
Lot 63 on SP 189028	1150	1147
Lot 64 on SP 189028	1139	1154
Lot 65 on SP 189028	924	1096

Lot on Plan	Interest	Contribution
Lot 66 on SP 189028	974	1107
Lot 67 on SP 189028	1139	1153
Lot 68 on SP 189028	886	1095
Lot 69 on SP 189028	875	1095
Lot 70 on SP 189028	864	1098
Lot 71 on SP 189028	1221	1169
Lot 72 on SP 189028	974	1115
Lot 73 on SP 189028	1161	1162
Lot 74 on SP 189028	1150	1169
Lot 75 on SP 189028	935	1111
Lot 76 on SP 189028	1331	1121
Lot 77 on SP 189028	1496	1168
Lot 78 on SP 189028	1276	1109
Lot 79 on SP 189028	2387	1201
Lot 80 on SP 189028	1386	1186
Lot 81 on SP 189028	1716	1204
Lot 82 on SP 189028	2156	1194
Lot 83 on SP 189028	1414	1201
Lot 84 on SP 189028	1771	1219
Lot 85 on SP 189028	1425	1204
Lot 86 on SP 189028	1441	1216
Lot 87 on SP 189028	1881	1234
Lot 88 on SP 189028	1425	1219
Lot 89 on SP 189028	2211	1230
Lot 90 on SP 189028	2761	1248
Lot 91 on SP 189028	2156	1234
TOTALS	99143	100047

Contribution Schedule Lot Entitlements

The Contribution Schedule Lot Entitlements ("CSLE") for the Scheme are not equal. As required by s48 of the Body Corporate and Community Management Act 1997, the CSLE for the Scheme have been allocated having regard to:

- (a) the structure of the Scheme;
- (b) the nature, features and characteristics of the Lots in the Scheme; and
- (c) the purpose for which the Lots are used.

On the basis of these factors it is just and equitable for there to be a variation in the CSLE for the Scheme. The relative difference in Lot entitlements recognises that the factors stated above do not impact on how much each Lot should contribute to certain Body Corporate costs such as secretarial fees, audit fees, printing postage and outlays, but the structure of the Scheme and the features and characteristics of the Lots result in a differential burden on the costs of the Body Corporate for repair and maintenance of the Common Property.

When allocating the Lot entitlements to be included in the CSLE, each of the factors stated above impacts on the allocation in the following ways:

Structure of the Scheme

The Scheme is not part of a Layered Scheme and does not have mixed use Lot, therefore the structure of the Scheme does not effect the CSLE.

Different Lots in the Scheme utilise Common Property to a greater or lesser extent depending upon their location in the Scheme. For example some Lots do not have access to or, because of their location, do not use the lifts as much as other Lots.

Nature, Feature and Characteristics of the Lots in the Scheme

The Body Corporate is part of a Building Format Plan and is responsible for the repair and maintenance of Common Property within the Scheme. This includes the recreation facilities and areas, foyers, lifts, external walls and windows, roof, utility infrastructure and utility services. In allocating the CSLE the following features or characteristics of Lots in the Scheme increase the burden that the Lot places on the Body Corporate expenditure for the maintenance, cleaning and repair of the Common Property on the following basis:

- (d) the level of the Building on which the Lot is situated. Additional entitlements are added depending on the level of the Building in which the Lot is located. The higher the Lot in the Building, the higher the cost of maintaining, cleaning and repairing windows and external walls, and the higher the cost of maintaining and operating the lifts.
- (e) gross Floor Area of the Lot. Additional entitlements are added depending on the size of the Lot. The larger the Lot the greater demand on the support and shelter costs.
- (f) not all Lots are expected to have the same number of occupants. Larger Lots that can cater for a greater number of occupants have the potential to place a greater burden on Common Property and additional entitlements are added to reflect this.

The Purpose for which the Lots are Used

Each of the Lots (apart from any Lot providing caretaking/letting services) in the Scheme will be used for residential purposes and consequently this factor does not contribute to any differences in the Lot entitlements.

SCHEDULE B	EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND
-------------------	--

2. Scheme

It is intended that the Scheme will be a basic Scheme. It is not intended that the Scheme Land will be developed in stages. The Scheme Land will be subject to a Building Management Statement to allow for shared access and facilities with an adjacent retail Lot (Lot 1 on SP 189027).

3. Development Scope by Original Owner

The Original Owner may increase or decrease the number of Lots in the Development in its discretion. The developed Lots shall be used for residential purposes except for any Lot or Lots determined by the Original Owner for use for providing caretaking/letting and ancillary services or by the Original Owner as display Lot(s) or sales offices.

The Original Owner may in its discretion:-

- (a) include additional land in the Scheme Land; and/or
- (b) exclude from the Scheme Land part of the Scheme Land.

4. Contribution Schedule Lot Entitlements

The Contribution Schedule Lot Entitlements ("CSLE") for the Scheme are not equal. As required by s48 of the Body Corporate and Community Management Act 1997, the CSLE for the Scheme have been allocated having regard to:

- (a) the structure of the Scheme;
- (b) the nature, features and characteristics of the Lots in the Scheme; and
- (c) the purpose for which the Lots are used.

On the basis of these factors it is just and equitable for there to be a variation in the CSLE for the Scheme. The relative difference in Lot entitlements recognises that the factors stated above do not impact on how much each Lot should contribute to certain Body Corporate costs such as secretarial fees, audit fees, printing, postage and outlays, but the structure of the Scheme and the features and characteristics of the Lots result in a differential burden on the costs of the Body Corporate for repair and maintenance of the Common Property.

When allocating the Lot entitlements to be included in the CSLE, each of the factors stated above impacts on the allocation in the following ways:

5. Structure of the Scheme

The Scheme is not part of a Layered Scheme and does not have mixed use Lot, therefore the structure of the Scheme does not effect the CSLE.

Different Lots in the Scheme utilise Common Property to a greater or lesser extent depending upon their location in the Scheme. For example some Lots do not have access to or, because of their location, do not use the lifts as much as other Lots.

6. Nature, Feature and Characteristics of the Lots in the Scheme

The Body Corporate and is responsible for the repair and maintenance of Common Property within the Scheme. This includes the recreation facilities and areas, foyers, lifts, external walls and windows, roof, utility infrastructure and utility services. In allocating the CSLE the following features or characteristics of Lots in the Scheme increase the burden that the Lot places on the Body Corporate expenditure for the maintenance, cleaning and repair of the Common Property on the following basis:

- (a) the level of the Building on which the Lot is situated. Additional entitlements are added depending on the level of the Building in which the Lot is located. The higher the Lot in the Building, the higher the cost of maintaining, cleaning and repairing windows and external walls, and the higher the cost of maintaining and operating the lifts.
- (b) gross Floor Area of the Lot. Additional entitlements are added depending on the size of the Lot. The larger the Lot the greater demand on the support and shelter costs.
- (c) not all Lots are expected to have the same number of occupants. Larger Lots that can cater for a greater number of occupants have the potential to place a greater burden on Common Property and additional entitlements are added to reflect this.

7. The Purpose for which the Lots are Used

Each of the Lots (apart from any Lot providing caretaking/letting services) in the Scheme will be used for residential purposes and consequently this factor does not contribute to any differences in the Lot entitlements.

8. Exclusive Use/Special Privileges Areas

It is intended that exclusive use areas and/or special privileges areas of Common Property will be granted to the Body Corporate and to one or more Lots in the Development for their use and enjoyment.

Exclusive use/special privileges By-Laws may be added to the By-Laws. It is also intended that exclusive use areas and/or special privileges areas of Common Property will be granted to one or more Lots in each stage of the Development being for carparking, use of storage spaces, use of courtyards or terraces, use of external shutters, restricted use and other purposes as determined by the Original Owner.

The Original Owner may allocate exclusive use areas and/or special privileges areas of Scheme Common Property at the Original Owner's discretion. Additional exclusive use and/or special rights By-Laws may be included in a new Community Management Statement to give effect to the allocation of additional exclusive use and/or special privileges areas.

It is intended that in order to implement any changes to the Lots or Common Property or, if required, to adjust the contribution and interest schedules of Lot entitlements or to allocate exclusive use and/or special privileges areas and By-Laws, new Community Management Statements will be recorded.

9. Reservations

The Original Owner reserves the right to proceed with the Development in stages should it wish and remove any Lot or Lots from the Scheme Land in which case a new Community Management Statement will be recorded to amend the description of the Scheme Land and to adjust the CSLE and the Interest Schedule Lot Entitlements ("ISLE") allocations.

The Original Owner reserves the right to convert any Lot or part of a Lot into Common Property in which case a new Community Management Statement will be recorded.

The Original Owner reserves the right to add any land which is adjacent to or adjoining Scheme Land into the Scheme Land. If this occurs, the relevant Body Corporate will accept a transfer of the additional land into the Scheme Land and a new Community Management Statement will be recorded to reflect the additional Scheme Land. If the Original Owner elects to add or remove land from the Scheme Land, then the Body Corporate shall, as the Original Owner requires, grant reciprocal access easements and/or facility sharing agreements as required by the Original Owner to enable the supply of access and services to the Scheme Land and any land so removed or added.

Market, economic and site conditions, the requirements of the Local Government and other relevant authorities may mean that changes are made to:-

- (a) the timing, plans of subdivision and nature of subdivision of the Scheme Land;
- (b) the configuration, number, type and staging of the Scheme;
- (c) the configuration, size and location of the Common Property;
- (d) the size and location of roads and whether the roads are public roads or part of Common Property;
- (e) the size and location of recreational areas;
- (f) the order in which the Scheme is created;
- (g) the name of the Scheme;
- (h) this Community Management Statement; and
- (i) the terms of any service contracts entered into with service contractors by the Body Corporate (including caretaking, letting and management agreements).

In this Schedule B:

"Body Corporate" means the body corporate for this Scheme;

"Common Property" means common property in the Scheme;

"Development" means the Development of Kirra Surf Apartments under the *Body Corporate and Community Management Act 1997* Act to create a mixed use retail and residential complex together with a basement level carpark;

"Original Owner" means Kirra Beach Gold Pty Limited ACN 117 405 919 and its successors and assigns;

"Scheme" means the community titles scheme to which this community management statement relates; and

"Scheme Land" means the land referred to in Item 4 of this community management statement.

The Body Corporate and owners of Lots agree to give their consent to the recording of any new Community Management Statement(s) required to facilitate the Development of the Scheme Land as referred to in this Schedule B by the Original Owner.

SCHEDULE C	BY-LAWS
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1. Definitions and Interpretations

1.1 In these by-laws unless the contrary intention appears a reference to:

Act means the *Body Corporate and Community Management Act 1997*;

Body Corporate means Kirra Surf Apartments CTS 38735;

Caretaker has the same meaning as caretaking service contractor in the Act;

Caretaker's Lot means the Lot in the Scheme nominated by the Caretaker;

Committee has the meaning given to it in the Act;

Common Property has the meaning given to it in the Act;

Development means the development of Kirra Surf Apartments under the Act to create a mixed use retail and residential complex together with a basement level carpark;

Devices includes, but is not limited to, an electric bike, electric scooter, electric skateboard, electric toys, electric tools and phones;

EV means an electric vehicle, including but not limited to a car, van or truck.

Invitee means any guest, servant, employee, contractor, licensee, agent of an Owner or Occupier or any other person invited or permitted by an Owner or Occupier to enter upon the Scheme land;

Lot has the meaning given to it in the Act;

Minor Improvement has the same meaning as in the Regulation Module;

Occupier has the meaning given to it in the Act;

Original Owner means Kirra Beach Gold Pty Ltd ACN 117 405 919;

Outdoor Area includes any of the following:

- (a) a balcony;
- (b) a courtyard;
- (c) a patio; and
- (d) a verandah;

Owner has the meaning given to it in the Act;

Recreational Facilities means the swimming pool, barbecue facilities, gym and sauna.

Regulation means the regulation module identified on item 2 of this Community Management Statement;

Scheme means Kirra Surf Apartments CTS 38735;

Scheme Land means the scheme land identified in item 4 of this Community Management Statement and includes, where the context permits or requires, the Lots and the Common Property and all improvements thereon; and

Window Covering includes all types of window coverings, including but not limited to curtains, blinds, venetians, shutters and/or roller shades that are contained within the Lot.

1.2 Interpretation

In these by-laws unless the contrary intention appears:

- (a) reference to "including" means including by way of non-exhaustive example only;
- (b) a reference to a statute, ordinance, code or other law includes regulations and under instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (c) the singular includes the plural and vice versa;
- (d) a reference to a law or a by-law includes all amendments or replacements to the law or the by-law;
- (e) a thing is a reference to the whole of the thing and each part of the thing;
- (f) words used in the by-laws and defined in the Act have the same meaning as set out in the Act;
- (g) where these by-laws say that something can or must be done by the Kirra Surf Apartments Body Corporate or the Body Corporate then that thing may be done by the relevant Committee unless there is a legal restriction on the relevant Committee in doing so;
- (h) a person includes corporations and other entities (including, without limitation, a Body Corporate).

1.3 Severability

If it is held by a Court of competent jurisdiction that:

- (a) any part of these by-laws is void, voidable, unenforceable or ultra vires; or
- (b) these by-laws would be void, voidable, unenforceable or ultra vires unless some part of them were severed from the remainder of them,

then that part will be severable and severed from these by-laws but without affecting the continued operation of the remainder.

2. Nuisance

2.1 An Owner or Occupier must not use, or permit the use of, the Lot or the Common Property in a way that:

- (a) causes a nuisance or hazard; or
- (b) interferes unreasonably with the use or enjoyment of another Lot; or
- (c) interferes unreasonably with the use or enjoyment of the Common Property by a person who is lawfully on the Common Property.

2.2 Owners and Occupiers must ensure that:

- (a) when leaving or returning to their Lots after 10pm or before 7am, they do so with minimum noise;
- (b) they take all reasonable steps to ensure that their Invitees leaving or arriving at their Lots after 10pm or before 7am do so with minimum noise;
- (c) they take all reasonable steps to minimise annoyance to another person caused by unavoidable noise, including closing all doors and windows of their Lot.

3. Vehicles

- 3.1 Owners and Occupiers must not park any vehicle (including, but not limited to, car, motor bike, scooter, boat, trailer, caravan, campervan, mobile home, motor home or jet ski) upon the Common Property except:
- (a) where authorised by an exclusive use by-law, lease, licence or occupation authority (if any); or
 - (b) with the prior written approval of the Committee or the Body Corporate.
- 3.2 Visitor car parking is to be used by Invitees of the Scheme as per Gold Coast City Council requirements.
- 3.3 Owners and Occupiers must not:
- (a) park in a designated visitor car parking; or
 - (b) permit an Invitee to park, or allow a vehicle (including, but not limited to, car, motor bike, scooter, boat, trailer, caravan, campervan, mobile home, motor home or jet ski) to stand, on the Common Property except:
 - (i) in a designated visitor car parking space;
 - (ii) where that Owner/Occupier is authorised to park by an exclusive use by-law, lease, licence or occupation authority (if any); or
 - (iii) with the prior written approval of the Committee or the Body Corporate.
- 3.4 Invitees must not park, or allow a vehicle (including, but not limited to, car, motor bike, scooter, boat, trailer, caravan, campervan, mobile home, motor home or jet ski) to stand, on the Common Property except:
- (a) in a designated visitor car parking space;
 - (b) where that Owner/Occupier is authorised to park by an exclusive use by-law, lease, licence or occupation authority (if any); or
 - (c) with the prior written approval of the Committee or the Body Corporate.
- 3.5 The Body Corporate can by Committee resolution (unless a restricted issue for the Committee) authorise and appoint a company to carry out the towing/removal of a vehicle (including, but not limited to, car, motor bike, scooter, boat, trailer, caravan, campervan, mobile home, motor home or jet ski) parked by an Owner, Occupier or Invitee in contravention of these by-laws without following the legislative by-law enforcement process.

4. Obstruction

- 4.1 Without the prior written approval of the Committee or the Body Corporate, an Owner or Occupier must not directly or indirectly obstruct the lawful use of the Common Property by someone else.

5. Damage to Lawns, etc., on Common Property

- 5.1 An Owner or Occupier must not, without the Committee or Body Corporate's prior written approval:
- (a) damage, remove, alter or modify a lawn, garden, tree, shrub, plant or flower on the Common Property;
or

- (b) use a part of the Common Property as a garden.

6. Damage to Common Property

- 6.1 An Owner or Occupier shall not mark, paint, drive nails or screws or the like into, or otherwise damage or deface any part of the Common Property (including, but not limited to, any structure, fitting or garden) or any Body Corporate asset, except with the prior written approval of the Committee or the Body Corporate.

This by-law does not prevent an Owner or Occupier, or their authorised person from installing any locking or other safety device for protection of the Lot against intruders (except security camera), subject to by-laws 6.2 and 6.3, provided that the locking or other safety device, or as the case may be, screen or other device:

- (a) is constructed in a workmanlike manner;
 - (b) complies with all relevant regulations and standards (including, but not limited to, fire safety, work health and safety);
 - (c) is consistent with the colour, style and materials of the Scheme;
 - (d) does not compromise or interfere with the obligation upon the Body Corporate to obtain a compliance certificate with respect to all fire doors within the Scheme Land;
 - (e) is maintained in a state of good repair by the Owner or Occupier; and
 - (f) Does not detract from the visual amenity of the Scheme Land.
- 6.2 The front door of a Lot is Common Property and is a fire door, accordingly any lock, safety device, screen or spy hole must not be replaced or installed without the prior written approval of the Committee or the Body Corporate.
- 6.3 If an Owner or Occupier installs a lock, safety device, screen or spy hole which does compromise or interfere with the Body Corporate's ability to obtain a compliance certificate with respect to any or all fire doors within the Scheme Land, then the Owner and/or Occupier will be directed to reinstate the fire door and Common Property to its original condition.
- 6.4 Owners and Occupiers must promptly repair any damage that they have caused to the Common Property in contravention of by-law 6.

7. Behaviour of Invitees

- 7.1 The duties and obligations imposed by these by-laws on an Owner shall be observed not only by the Owner, but by Occupiers, Invitees, guests, servants, employees, agents, children and licensees.
- 7.2 An Owner must take reasonable steps to ensure that the Occupiers and Invitees of its Lot comply with the by-laws and do not behave in a manner that unreasonably interferes with the use or enjoyment of another Lot or the Common Property.
- 7.3 An Occupier must take reasonable steps to ensure that its Invitees comply with the by-laws and do not behave in a manner that unreasonably interferes with the use or enjoyment of another Lot or the Common Property.

8. Depositing garbage etc. on Common Property

- 8.1 An Owner or Occupier must not deposit, allow to fall or throw upon the Common Property or another Lot any substance, liquid, garbage, dirt, dust, paper, cigarette butts or other material likely to unreasonably interfere with the peaceful enjoyment of a person lawfully on another Lot or using the Common Property.

9. Appearance of Building

- 9.1 Owners and Occupiers must not, without the prior written approval of the Committee or the Body Corporate:
- (a) display a sign, advertisement, placard, banner, pamphlet or similar article if the article is visible from another Lot, the Common Property or from outside the Scheme Land;

- (b) hang washing, towels, bedding, clothes or similar articles if the article is visible from another Lot, the Common Property or from outside the Scheme Land; or
- (c) have a Window Covering visible from another Lot, the Common Property or outside the Scheme Land, unless the Window Covering has a white backing to present a standard appearance for the Scheme.

9.2 All plants located in a Lot that are visible from another Lot, the Common Property or outside the Scheme must be maintained and pruned as appropriate.

10. Alterations to Lots and the Common Property

10.1 Without the prior written approval of the Committee or the Body Corporate, an Owner or Occupier must not:

- (a) make a change to the Common Property (including, but not limited to, erecting any fence, wall, barrier, screen, blind, awning, external roller shutters, louvers or any other structure of any kind to the exterior of the Lot or to the Common Property or tinting any window/door);
- (b) make a change to the external appearance of a Lot (including, but not limited to, erecting any fence, wall, barrier, screen, blind, awning, external roller shutters, louvers or any other structure of any kind to the exterior of the Lot or to the Common Property or tinting any window/door), unless the change is minor and does not detract from the amenity of the Lot and the Scheme;
- (c) make any structural alterations to the interior of a Lot (including, but not limited to, making a change to essential supporting framework such as load bearing walls);
- (d) alter or affix any item to the railings, parapets and balustrades (whether precisely, or for all practical purposes) that are on the boundary of a Lot and the Common Property or the boundary of a Lot and another Lot;
- (e) install doors, windows and associated fittings situated on a boundary wall/on the boundary between the Lot and the Common Property or the Lot and another Lot;
- (f) enclose a balcony or terrace (including, but not limited to, installing shutters, glazing, louvres or similar temporary or permanent structures);
- (g) make a change to roofing membranes that are not Common Property but that provide protection for another Lot/s and/or Common Property;
- (h) make a change to foundation structures;
- (i) make a change to roofing structures providing protection to another Lot or the Common Property;
- (j) make a significant alteration to gas, water, waste, sewerage, electrical, telephone, intercom or other infrastructure installations within a Lot;
- (k) erect any wireless or television aerials on the Lot or the Common Property so that the aerial is visible from another Lot, the Common Property or from outside the Scheme Land; or
- (l) install an air conditioning unit.

('Proposed Works')

10.2 The Body Corporate's authorisation must be obtained at a general meeting for Proposed Works to the Common Property that are not a Minor Improvement. All other Proposed Works can be authorised by the Committee (unless it is a restricted issue for the Committee), subject to such conditions the Committee deems appropriate.

10.3 The Owner or Occupier seeking approval for any Proposed Works must submit an application accompanied by any necessary scope of works, plan and approvals (such as approval from the relevant local Council) and any relevant expert opinion to the Committee.

10.4 An approval to conduct the Proposed Works given under this by-law may be given on such conditions as the Committee considers appropriate and reasonable in the circumstances to ensure that the Proposed Works:

- (a) do not affect the visual amenity of the Scheme Land;
 - (b) do not adversely affect any structural elements of the Scheme Land;
 - (c) do not compromise the safety of person or property within the Scheme;
 - (d) do not affect the Body Corporate's insurance; and
 - (e) are not likely to promote a breach of the Act or these by-laws.
- 10.5 Where the Proposed Works are to be carried out by tradespeople, the tradespeople must be suitably qualified, licensed (if applicable) and insured tradespeople. Evidence of appropriate insurance and the required licence (if applicable) for each tradesperson is to be provided to the Committee before the commencement of the Proposed Works, if reasonably requested by the Committee.
- 10.6 The Proposed Works are to be carried out in compliance with the Work Health and Safety Regulations and all relevant Australian Standards.
- 10.7 Jack hammering and construction noise is only permitted between the hours of 8am – 5pm, Monday to Friday (excluding Public Holidays), unless the prior written approval of the Committee or the Body Corporate has been obtained.
- 10.8 An Owner or Occupier granted approval to undertake Proposed Works must provide to the Committee, or the Body Corporate Manager, a notice that can be distributed to the other Owners and Occupiers within the Scheme regarding the scope and likely impact on others and duration of the Proposed Works, if requested to do so by the Committee.
- 10.9 Machine cutting of tiles, aluminium sheeting or extrusion, or metallic, stone, marble, etc. is not permitted on Common Property without the prior written approval of the Committee or Body Corporate.
- 10.10 Tools and machinery must not be washed down on Common Property, without the prior written approval of the Committee or the Body Corporate.
- 10.11 Contractors must ensure appropriate protective material is applied to Common Property affected by the Proposed Works (including, but not limited to, floor and lift protection).
- 10.12 Any Common Property affected by the Proposed Works is to be cleaned as and when necessary and is to be left in a clean state at the end of each day unless prior written approval of the Committee or the Body Corporate has been received.
- 10.13 Trade waste is not to be placed in the Body Corporate's garbage bins.
- 10.14 Any required skip bin must be placed where directed by the Committee or the Body Corporate.
- 10.15 Certification is to be received from the builder or relevant tradesperson at the completion of the Proposed Works stating that the works conform to any plans approved by the relevant local Council and comply with all conditions imposed by the Committee (if applicable).
- 10.16 Owners and Occupiers must take reasonable steps to enforce the Committee's directions at all times in relation to these requirements.

11. Storage of Flammable Liquids etc.

- 11.1 An Owner or Occupier shall not, except with the prior written approval of the Committee or the Body Corporate or except in the normal use of the business permitted by the relevant Council to be operated on the Lot, use or store on the Lot or upon the Common Property (including the basement) any flammable chemical, liquid, gas or other flammable material, other than:
- (a) chemicals, liquids, gases or other materials used or intended to be used for domestic purposes (including, but not limited to, substances for cleaning, personal hygiene and/or cooking); or
 - (b) the storage of any chemical, liquid, gas or other material in the fuel tank of a vehicle or a tank kept for

use in a vehicle which is stored as required by any applicable laws.

- 11.2 Subject to by-law 11.1, Owners and Occupiers must not bring to, do or keep anything in their Lot, or bring upon the Scheme Land, any substance, liquid, chemical or object that increases or may increase the rate of insurance for the Scheme Land, or which conflicts with any insurance policy of the Body Corporate (unless given prior written approval by the Committee or the Body Corporate) or which may conflict with fire safety legislation or regulations.

12. Garbage disposal

12.1 Owners and Occupiers must ensure that:

- (a) they do not store any equipment or material on the Common Property, unless they have obtained the prior written approval of the Committee or Body Corporate;
- (b) garbage is disposed of by using the garbage bins or garbage chutes provided by the Body Corporate;
- (c) they do not place objects or items in the garbage chutes which:
 - (i) might break or shatter;
 - (ii) are likely to cause damage to the garbage bins or garbage chute; or
 - (iii) are likely to cause an injury;
- (d) their household garbage is in sealed bags (except for recyclable garbage items) prior to being disposed of in the Body Corporate's garbage bins or garbage chutes, to ensure there are no spillages or noxious odours;
- (e) ensure that any animal/pet litter, waste or animal/pet toilet pads are double bagged to avoid spillage or noxious odours and only disposed of in the Body Corporate's garbage bin inside the north tower bin room. Such waste is not to be put in the garbage chutes provided by the Body Corporate;
- (f) they do not dispose of household items, furniture and batteries in the Body Corporate's garbage bins or garbage chutes;
- (g) they use the Body Corporate's recycle bins and separate, where necessary, any garbage so that full use is made of such bins;
- (h) the disposal of garbage does not adversely affect the health, hygiene or comfort of other Occupiers;
- (i) they comply with relevant local Council laws about disposal of garbage;
- (j) any cigarette butts are completely extinguished so that they do not create a potential fire hazard; and
- (k) cigarette butts and/or cigarette packets are placed in the Body Corporate's garbage bins.

13. Keeping of Animals

- 13.1 An Owner or Occupier must not bring onto or keep any animal/pet on the Scheme Land, unless they have obtained the prior written approval of the Committee or the Body Corporate. The application form for completion can be obtained from the Body Corporate Manager.
- 13.2 An Owner or Occupier must not permit an Invitee to bring an animal/pet on the Scheme Land, unless the Owner or Occupier obtains prior written approval of the Committee or the Body Corporate. The application form for completion can be obtained from the Body Corporate Manager.
- 13.3 If written approval has been given by the Committee or the Body Corporate to keep or bring an animal/pet on the Scheme Land, the Owner or Occupier responsible for the animal/pet may be required by the Committee to comply with conditions, including but not limited to, the following (to the extent applicable):
- (a) keeping of the animal/pet within the Lot complies with all Gold Coast City Council regulations and local laws (including, but not limited to, compliance with the maximum number of animal/pets permitted to be

- kept within the Lot by the Gold Coast City Council). Evidence of registration (where applicable) must be provided within seven (7) days, if requested by the Committee;
- (b) provide a recent photograph of the animal/pet if requested by the Committee;
 - (c) keep the animal/pet within the Lot while it is present on the Scheme Land, except when the animal/pet is being brought onto or taken off the Scheme Land, at which time the animal/pet must be carried, transported in an appropriate pet carrier (including a wheeled carrier), restrained by way of a leash or otherwise appropriately restrained while on Common Property;
 - (d) not allow the animal/pet in the Recreational Facilities unless it is being taken into or out of the Scheme via the exit gate leading to Musgrave Street and is being carried or transported in an appropriate pet carrier (including a wheeled carrier) while on Common Property;
 - (e) not allow the animal/pet to roam on Common Property or into other Lots;
 - (f) not leave the animal/pet unattended on Common Property (including in a vehicle);
 - (g) not attach the animal/pet by rope or leash to any item either on Common Property or to a vehicle standing on Common Property;
 - (h) ensure that the animal/pet (if it is a dog or a cat) wears a collar and identification tag that contains the relevant Owner or Occupier's details including their name, address and telephone number;
 - (i) take all reasonable steps to ensure the animal/pet does not damage Common Property, and if it does, promptly repair any damage caused;
 - (j) take all reasonable steps to ensure the animal/pet does not defecate or cause any mess on Common Property, and if it does, clean it up immediately using an enzymatic cleaner designed for neutralising odours (not household detergent);
 - (k) ensure that any animal/pet litter, waste or animal/pet toilet pads are promptly and effectively disposed of in the Body Corporate's garbage bin inside the north tower bin room, including that any waste put in the Scheme's garbage bin inside the north tower bin room is double bagged to avoid spillage or noxious odours;
 - (l) ensure that any animal/pet litter, waste or animal/pet toilet pads are not disposed of by using the garbage chutes provided by the Body Corporate;
 - (m) take reasonable steps to ensure the animal/pet does not make noise, or otherwise cause a nuisance, that would interfere unreasonably with any person's use or enjoyment of another Lot or Common Property;
 - (n) take reasonable steps to minimise the transmission of airborne allergens by regular vacuuming of the Lot and grooming of the animal/pet;
 - (o) ensure the animal/pet is given all necessary vaccinations and required annual booster shots. Evidence of vaccinations/booster shots (where applicable) must be provided within seven (7) days, if requested by the Committee;
 - (p) ensure that the animal/pet is kept in good health and is free from fleas and parasites and provide a veterinary certificate confirming the animal/pet's good health and vaccination history within seven (7) days, if requested by the Committee;
 - (q) not allow or authorise the keeping of additional, replacement or substitute animal/pets in the Lot that have not been approved by the Committee or the Body Corporate; and
 - (r) comply with any other reasonable conditions specified by the Committee when granting the approval.

13.4 The Committee or Body Corporate may revoke its approval if it reasonably considers that the conditions of approval have not been, or are not being, complied with. The relevant Owner/Occupier must remove the animal/pet from the Scheme Land within a reasonable period of time (as nominated by the Committee or Body Corporate) after the approval has been revoked.

13.5 The approval process required by this by-law does not apply to a person who has the right to be accompanied by a guide, hearing or assistance dog under the *Guide, Hearing and Assistance Dogs Act 2009*. However, the conditions contained within by-law 13.3 (except by-law 13.3(h)) that the Committee deems reasonable will apply to such dogs brought into and/or kept in the Scheme.

13.6 This by-law does not apply to fish.

14. Contractors

14.1 Without the prior written approval of the Committee or the Body Corporate, an Owner or Occupier must not directly or indirectly instruct any person retained by the Committee or the Body Corporate.

14.2 An Owner or Occupier must not harass, interfere with or obstruct any person retained by the Committee or the Body Corporate from performing its duties or exercising its rights to Common Property.

15. Maintenance of Lots

15.1 Except where the Body Corporate is required to do so pursuant to the Act or Regulation, Owners must maintain their Lot in good condition.

15.2 Owners and Occupiers must keep the part of the Lot readily observable from another Lot, the Common Property or outside the Scheme in a clean and tidy condition.

16. Windows and Plate Glass

16.1 Windows and plate glass shall be kept clean, unless it is a Body Corporate responsibility.

16.2 If broken or cracked, windows and plate glass are to be promptly replaced by the relevant Owner or Occupier with glass of at least the same kind, weight and tinting (if any), except where:

- (a) they are a Body Corporate responsibility; or
- (b) the Owner or Occupier has the prior written consent of the Committee or the Body Corporate to replace the window with different glass and/or tinting.

17. Water

17.1 An Owner or Occupier of a Lot shall not waste water and shall ensure that all water taps in the Lot are promptly turned off after use.

18. Water Apparatus

18.1 The water closets, conveniences and other water apparatus including waste pipes and drains shall not be used for a purpose other than those for which they were constructed and no sweepings or garbage or other unsuitable substance shall be deposited therein.

19. Damage to Services

19.1 Owners and Occupiers must give the Committee prompt notice of any accident to, or defect in, the water pipes, gas pipes, electric or gas installations or fixtures located on Common Property or within a Lot but likely to affect Common Property.

19.2 Owners and Occupiers shall give the Committee prompt notice of any accident or incident which occurs on Common Property.

20. Vermin

20.1 Owners and Occupiers shall take reasonable steps to keep their Lot free from vermin, termites, insects and other pests.

21. Infectious Diseases

21.1 In the event of any infectious disease which may require notification by virtue of any statute, regulation or ordinance happening in any Lot, the Owner or Occupier of such Lot shall give written notice to the Committee and shall at all times comply with any state or local authority act or regulation.

22. Removals

22.1 Before any furniture (including beds, chairs, tables and storage units), white goods, piano and safe (Household Furniture), floor coverings, building materials and tools (Unit Renovation Items) are moved into or out of any Lot, a date and time between must be booked with the Caretaker.

22.2 The following procedure applies in relation to moving any Household Furniture and/or Unit Renovation Items into or out of any Lot:

- (a) delivery or removal of any Household Furniture or Unit Renovation Items must be by the basement carpark;
- (b) the lift key must be collected from the Caretaker on the date of moving; and
- (c) the lift protective curtains and any other protective features must be installed in the lift at all times during moving in, moving out and moving Household Furniture or Unit Renovation Items.

23. Security

23.1 The Body Corporate may provide a security key and access control system ('Security System') regulating access to Lots and the Common Property. The Security System may utilise keys, fobs, remotes ('Devices') and/or codes.

23.2 The Body Corporate may make such number of Devices or codes as it determines reasonable available to Owners..

23.3 An Owner who is issued with a Device and/or code for the Security System must:

- (a) upon ceasing to be an Owner in the Scheme, return the Device to the Body Corporate or hand it/them over to the new Owner;
- (b) upon ceasing to be the Owner of a Lot in the Scheme, stop using the code and destroy any document within its control that contains the code;
- (c) take reasonable steps to ensure that if it is provided to any Occupier of their Lot, that the Occupier returns the Device to the Owner when the Occupier ceases to be an Occupier; and
- (d) take reasonable steps to ensure that if it is provided to any Occupier of their Lot, that the Occupier stops using the code upon ceasing to be an Occupier of the relevant Lot and destroys any document within its control that contains the code.

23.4 An Owner or Occupier who is issued with a Device and/or code for the Security System must:

- (a) not duplicate a Device or cause or permit a Device to be duplicated without the prior written approval of the Committee or the Body Corporate;
- (b) unreasonably disclose the code to another person and/or entity;
- (c) notify the Body Corporate as soon as possible if a Device is lost or misplaced; and
- (d) notify the Body Corporate if they reasonably believe that unauthorised access to their code may have occurred.

23.5 Owners and Occupiers must not do anything, or permit anything to be done, that may affect the operation of any Body Corporate security system.

23.6 After use, Owners and Occupiers must close doors and gates that form part of the Security System and securely fasten and lock them as appropriate (subject to fire safety regulations).

24. Enforcement of by-laws

24.1 The duties and obligations imposed by these by-laws on an Owner shall be observed not only by the Owner but by Occupiers, Invitees, guests, servants, employees, agents, children and licensees.

24.2 An Owner must take reasonable steps to ensure that the Occupiers and Invitees of its Lot comply with the by-laws and do not behave in a manner that unreasonably interferes with the peaceful enjoyment of a person on another Lot or the Common Property.

24.3 An Occupier must take reasonable steps to ensure that its Invitees comply with the by-laws and do not behave in a manner that unreasonably interferes with the peaceful enjoyment of a person on another Lot or the Common Property.

25. Access

25.1 A person authorised by the Body Corporate may enter a Lot in the Scheme, or Common Property the subject of an exclusive use by-law, and remain on the Lot or Common Property while it is reasonably necessary:

- (a) to inspect the Lot or Common Property and find out whether the work the Body Corporate is authorised to carry out is necessary; or
- (b) to carry out work the Body Corporate is authorised to carry out.

25.2 The power of entry may be exercised:

- (a) in an emergency—at any time, with or without notice of intended entry given to any person; and
- (b) at a reasonable time after at least 7 days written notice of the intended entry has been given to—:
 - (i) the Owner of the Lot; or
 - (ii) if the Owner is not in occupation of the Lot—the Occupier of the Lot.

26. Copies

26.1 A copy of these by-laws (or a summary approved by the Committee or the Body Corporate) shall be exhibited in a prominent place by the Lot Owner in any Lot made available for letting.

27. Acoustics

27.1 Without the prior written approval of the Committee or the Body Corporate, an Owner or Occupier must not:

- (a) replace any floor covering with another floor covering (except carpet and underlay being replaced with carpet and underlay);
- (b) lay any floor covering over an existing floor covering (including, but not limited to, tiles over tiles);
- (c) remove a floor covering without replacing it with another installed floor covering; or
- (d) interfere with any ceiling acoustic treatment.

27.2 The purpose of this by-law is to ensure that an appropriate standard of sound proofing is maintained.

27.3 Where the Committee or the Body Corporate grants approval for flooring of a Lot to be altered or replaced, the Owner or Occupier must comply with the following conditions:

- (a) the installed new flooring must not exceed the weighted standardised impact sound pressure level ($L'_{nT,w}$) of 62 dB ("Standard");

- (b) if there is a complaint or dispute about the noise produced by the installed new flooring and/or if reasonably requested by the Committee:
- (i) the relevant Owner or Occupier of the Lot with the new flooring must, within a reasonable time frame, obtain (at its cost) an acoustic test report by a qualified acoustical engineer to determine whether the new flooring meets the Standard. The Owner or Occupier must provide this acoustic test report to the Committee within 7 days of receiving it;
 - (ii) if the new flooring is determined not to meet the Standard, the relevant Owner or Occupier must within two months of receiving the acoustic test report and at its cost, remove the new flooring and/or undertake any additional works which are required in order for the flooring to comply with the Standard;
 - (iii) within 30 days of the completion of any such works to ensure that the flooring complies with the Standard, the relevant Owner or Occupier must (at its cost) obtain a new acoustic test report by a qualified acoustical engineer which shows that the flooring complies with the Standard. The Owner or Occupier must provide this acoustic test report to the Committee within 7 days of receiving it; and
 - (iv) the new flooring works are not finished until the new flooring complies with the Standard; and
- (c) they adhere to any other reasonable conditions specified by the Committee in order to reduce noise being transmitted from the Lot.

27.4 The granting of any approval by the Committee or the Body Corporate does not in any way relieve an Owner or Occupier of their responsibility under any other by-laws.

28. Rules relating to the Common Property

28.1 The Committee/Body Corporate may make rules relating to the Common Property and in particular in relation to the Common Property and Recreational Facilities.

29. Use of Lots

29.1 An Owner or Occupier shall not use or permit the use of:

- (a) the Common Property; or
- (b) any Lot of which he or she is an Owner or Occupier,

for an illegal purpose or in contravention of local authority requirements.

29.2 Subject to by-law 29.3 and 29.4, each Lot shall be used for residential purposes and/or home office activities only.

29.3 The Caretaker's Lot may be used by the Caretaker as a place to provide caretaking services in respect of the Common Property and letting agent services to Owners and Occupiers of Lots.

29.4 An Owner or Occupier may also use a Lot for business activities provided:

- (a) the prior written approval of the Committee or the Body Corporate has been obtained;
- (b) the Owner or Occupier obtains all the relevant approvals from the relevant authorities; and
- (c) the business activities can be safely conducted within a predominately residential scheme if it does not interfere unreasonably with the use or enjoyment of another Lot or the Common Property.

30. Bulk supply of utilities

30.1 The Body Corporate may choose to enter into supply agreements with Occupiers in respect of utilities in accordance with the requirements of the Act and Regulation.

31. Auction and garage sales

31.1 An Owner or Occupier must not permit any auction or garage sale to be conducted or to take place on the Common Property without the prior written approval of the Committee. This by-law does not prohibit an auction or garage sale being conducted in a Lot.

32. Recreational Facilities

32.1 The Recreational Facilities are only to be used by:

- (a) an Occupier; or
- (b) an Invitee when in the presence of an Occupier.

32.2 Without the prior written approval of the Committee or the Body Corporate, children under the age of sixteen (16) years must not use the Recreational Facilities unless accompanied by an adult exercising effective control.

32.3 Without the prior written approval of the Committee or the Body Corporate, the Recreational Facilities must not be used between the hours of 9pm and 6am.

32.4 Occupiers and Invitees must:

- (a) obey any lawful direction given to them by the Committee or the Body Corporate in respect of the Recreational Facilities;
- (b) use the Recreational Facilities in accordance with any limitations and conditions imposed by the relevant local Council and/or the Government;
- (c) exercise caution at all times when using the Recreational Facilities;
- (d) not run, dive, splash or engage in rough play in the swimming pool or spa area;
- (e) close the doors/gates to the swimming pool immediately after entry and/or exit;
- (f) not allow any animal/pet in the Recreational Facilities unless it is being taken into or out of the Scheme via the exit gate leading to Musgrave Street and is being carried or transported in an appropriate pet carrier (including a wheeled carrier) while on Common Property;
- (g) not interfere unreasonably with another person's use or enjoyment of the Recreational Facilities;
- (h) use reasonable endeavours to keep the Recreational Facilities in a clean and tidy state;
- (i) not take glass containers or receptacles into the swimming pool or spa area; or
- (j) not take in, or consume, alcoholic beverages while in the swimming pool or spa area.

33. Communications

33.1 The following provisions apply to communications/correspondence from Owners and Occupiers:

- (a) communications/correspondence must not be excessive (in number or length);
- (b) communications/correspondence must not:
 - (i) be repetitive, vulgar, abusive, offensive, aggressive, intimidating or threatening;
 - (ii) contain unfounded allegations, profanity, insults, derogatory language or defamatory remarks; or
 - (iii) in any way cause a nuisance or annoyance;
- (c) communications/correspondence must not purport to give directions to any person or entity employed, retained or contracted by the Body Corporate, including, but not limited to:

- (i) the Body Corporate Manager;
 - (ii) the Body Corporate's lawyers; and
 - (iii) the Body Corporate's insurer; and
- (d) where communications/correspondence are sent in breach of these conditions:
- (i) the recipient will not be required to acknowledge receipt of them; and
 - (ii) the Committee may resolve to limit communications/correspondence from that Owner or Occupier to the Committee and/or the Body Corporate Manager on any conditions it deems reasonable (including, but not limited to, one piece of correspondence per week which must not be longer than 1,000 words and must be sent by ordinary post to the Body Corporate's address for service).

34. Smoking/Vaping

34.1 Smoking/vaping is not permitted on:

- (a) the Common Property, excluding exclusive use areas;
- (b) the Body Corporate's assets; or
- (c) all or part of an Outdoor Area of:
 - (i) a Lot;
 - (ii) the Common Property, excluding exclusive use areas; or
 - (iii) a Body Corporate asset.

34.2 In addition to by-law 34.1, smoking/vaping is not permitted in a Lot or an exclusive use area in circumstances where it:

- (a) causes a nuisance or hazard;
- (b) interferes unreasonably with the use or enjoyment of another Lot; or
- (c) interferes unreasonably with the use or enjoyment of the Common Property by a person who is lawfully on the Common Property.

35. Charging of EVs

35.1 Owners, Occupiers and Invitees must not use Common Property power to charge an EV without the prior written approval of the Body Corporate.

35.2 An Owner or Occupier with an EV (the "EV Owner") may request the written approval of the Body Corporate to install, at the EV Owner's cost, an electrical outlet and meter for measuring the electricity used in their car park which forms part of their exclusive use area for the predominant or sole purpose of charging an EV.

35.3 In making the request, the EV Owner will:

- (a) use the application form to be obtained from the Body Corporate Manager;
- (b) provide the Body Corporate with any necessary scope of works, plans and approvals (such as Council approval) and a statement that the proposed charging equipment can be supported by the Scheme's electrical systems from a suitably qualified, licensed and insured tradesperson/tradespeople (with the costs of obtaining such works, plans, approvals and statements to be borne by the EV Owner) for the proposed charging equipment and the meter which will be used for measuring the electricity used (the "Charging Equipment");

- (c) agree to pay any increased insurance premium attributable to the Charging Equipment and/or the charging of the EV; and
 - (d) if the installation is approved, provide the Body Corporate with at least 14 days prior notice to the proposed commencement date of the installation of the Charging Equipment.
- 35.4 An approval given under this by-law may be given on such conditions as the Body Corporate considers appropriate and reasonable in the circumstances.
- 35.5 The Charging Equipment must:
- (a) not affect the visual amenity of the Scheme Land;
 - (b) not adversely affect any structural elements of the Scheme Land;
 - (c) not promote a breach of the Act or these by-laws;
 - (d) be able to be supported by the Scheme's existing electrical systems;
 - (e) be safely installed without detriment to other Owners, Occupiers and the Common Property; and
 - (f) comply with any applicable laws.
- 35.6 The installation of the Charging Equipment is to be:
- (a) in accordance with any necessary Council approvals;
 - (b) undertaken between the hours of 8am and 4pm Monday to Friday (excluding public holidays). It can be installed at another time with the prior written approval of the Body Corporate;
 - (c) carried out by suitably qualified, licensed and insured tradespeople. A current and original certificate of currency for each tradesperson is to be provided to the Body Corporate before the commencement of any work if reasonably requested by the Body Corporate;
 - (d) carried out in compliance with the Work Health and Safety Regulations; and
 - (e) complaint with manufacturer specifications.
- 35.7 Tools and machinery used to install the Charging Equipment must not be washed down on Common Property, without the prior written approval of the Body Corporate.
- 35.8 Any Common Property affected by the installation of the Charging Equipment is to be left in a clean state at the end of each day during the installation process, unless prior written approval of the Body Corporate has been received.
- 35.9 The EV Owner, and any future Owner of that Lot:
- (i) is solely responsible for the maintenance, repairs and upgrades to the Charging Equipment;
 - (ii) must immediately advise the Caretaker or Caretaker's Staff of any damage to, malfunction of or recall of the Charging Equipment or EV connected to it which may be a potential fire hazard and take such steps needed to mitigate such hazard;
 - (iii) is solely responsible for all utility services consumed by the Charging Equipment;
 - (iv) must enter into a supply agreement as required by the Act. A copy of the supply agreement must be provided within seven (7) days, if requested by the Body Corporate; and
 - (v) remains the owner of the Charging Equipment.
- 35.10 If the EV Owner decides to remove the Charging Equipment, the EV Owner must obtain the written approval of the Body Corporate. If approval is granted, the EV Owner will then be required to:

- (a) remove all associated cables and fittings and make good any damage to the Common Property caused by the installation and removal of the Charging Equipment; and
- (b) notify the Body Corporate and billing agent for the electricity supply once removal is complete.

36. Charging of Devices

36.1 An Owner, Occupier or Invitee charging a Device with a lithium-ion battery within the Scheme Land must:

- (a) only charge the Device within their Lot or exclusive use car park, unless the prior written approval of the Body Corporate is obtained;
- (b) not use Common Property power to charge a Device without the prior written approval of the Body Corporate;
- (c) ensure the charging of the Device:
 - (i) does not promote a breach of the Act, Regulation and/or the by-laws;
 - (ii) complies with any applicable laws;
 - (iii) complies with the requirements of the Body Corporate's insurance; and
 - (iv) complies with any relevant manufacturer specifications;
- (d) take reasonable steps to not allow a Device to overcharge;
- (e) not leave a Device unattended while charging; and
- (f) ensure the charging of a Device is able to be supported by the Scheme's electrical systems.

37. Building Management Statement

37.1 The Owners and Occupiers of Lots must comply in all respects with the provisions of any Building Management Statement registered against or affecting the Scheme Land.

38. Foyer access special privileges

38.1 Pursuant to the provisions of the Body Corporate and the Community Management Act 1997, Owners and Occupiers of Lots on each level will have the special privilege of that part of Common Property consisting of the foyers on their respective levels so that a security system can ensure that only Authorised Persons may access each level.

"Authorised persons" are those who live on the level, invited by a resident to visit them, Common Property maintenance persons, and the residential building caretaker of the Kirra Surf Apartments Community Titles Scheme or this Scheme.

39. Carpark Space – Exclusive Use

- 39.1 The owner of each Lot identified in Schedule E of this Community Management Statement has exclusive use of the carpark space allocated to that Lot in Schedule E of this Community Management Statement or as allocated by the original owner by notification to the Body Corporate within 12 months of the date of recording the first community management statement for the Scheme.
- 39.2 The registered owners of Lots may at any time swap exclusive use carpark areas. Written notification of any such swap shall be provided by all owners involved in a swap to the Body Corporate. The Body Corporate shall, at the relevant owners' cost, register a new community management statement to record any reallocation of exclusive use carpark areas.
- 39.3 The Body Corporate shall clean and maintain the exclusive use area.

39.4 The carpark may only be used to park vehicles. Owners and occupiers may not store anything in the carpark unless it is in a locker approved by the Body Corporate.

40. Storage Space – Exclusive Use

40.1 The owner of each Lot identified in Schedule E of this Community Management Statement has exclusive use of the storage space allocated to that Lot in Schedule E of this Community Management Statement or as allocated by the original owner by notification to the Body Corporate within 12 months of the date of recording the first Community Management Statement for the Scheme.

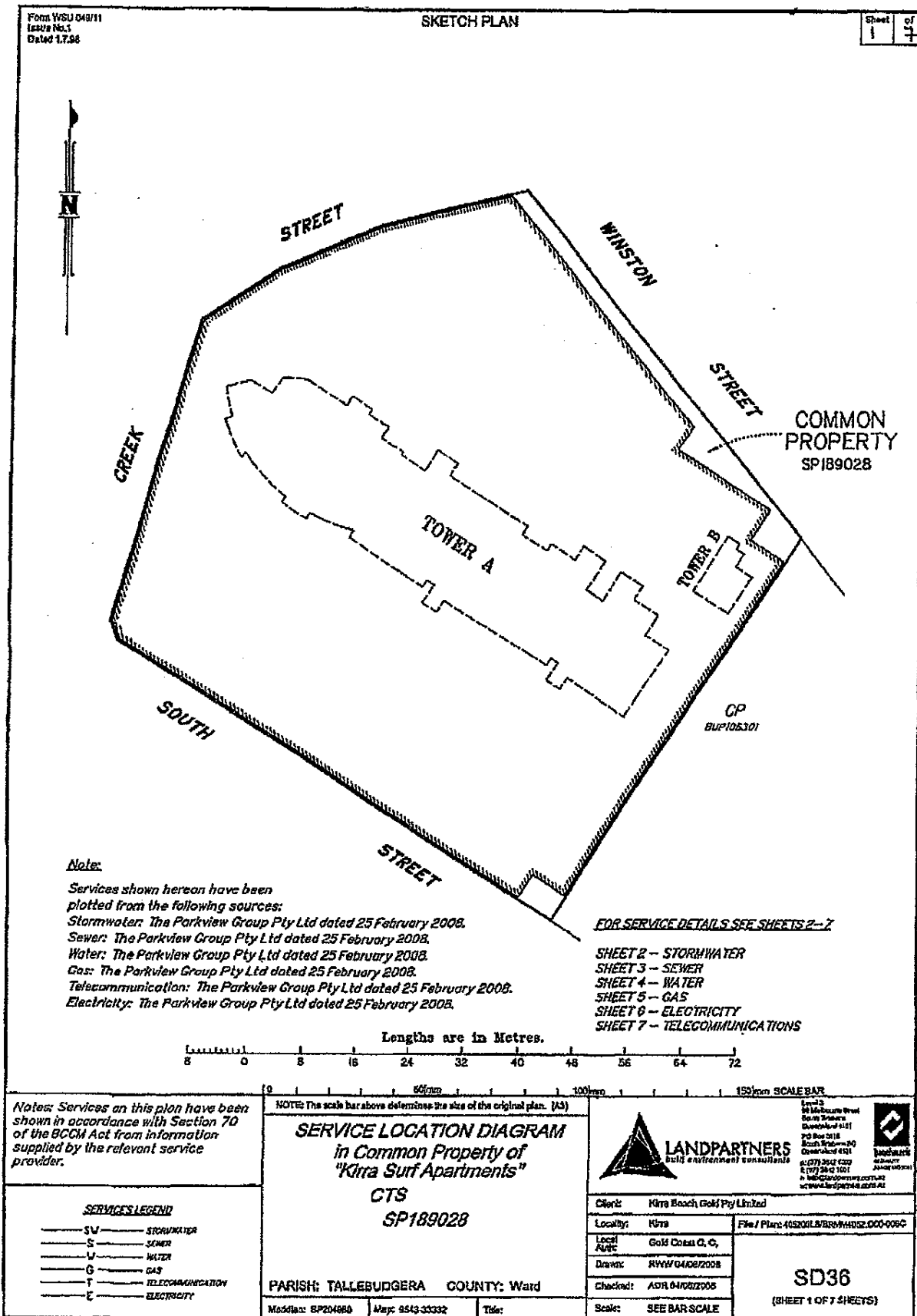
40.2 The registered owners of Lots may at any time swap exclusive use storage areas. Written notification of any such swap shall be provided by all owners involved in a swap to the Body Corporate. The Body Corporate shall, at the relevant owners' cost, register a new community management statement to record any reallocation of exclusive use storage areas.

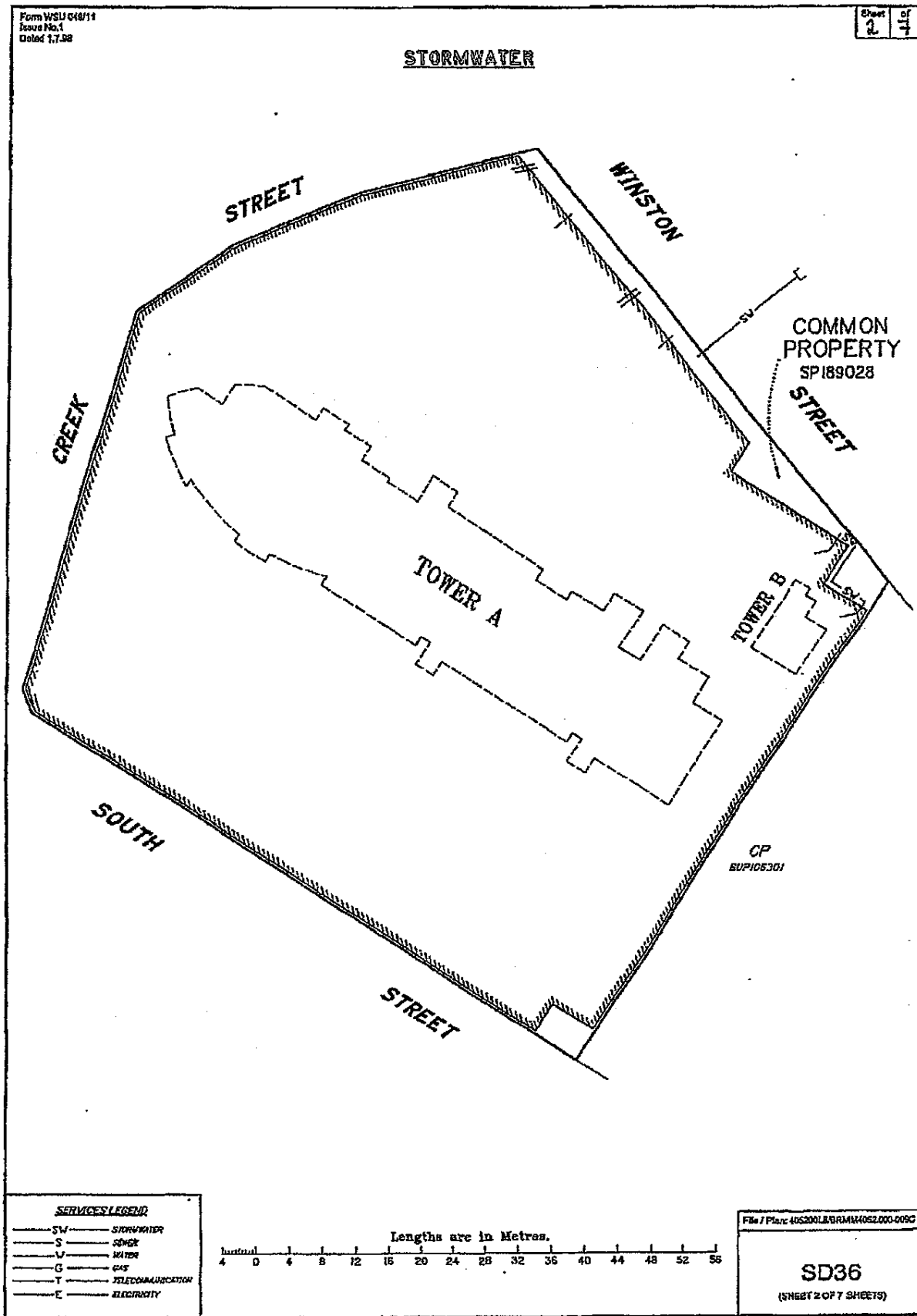
40.3 The Body Corporate shall clean and maintain the exclusive use area.

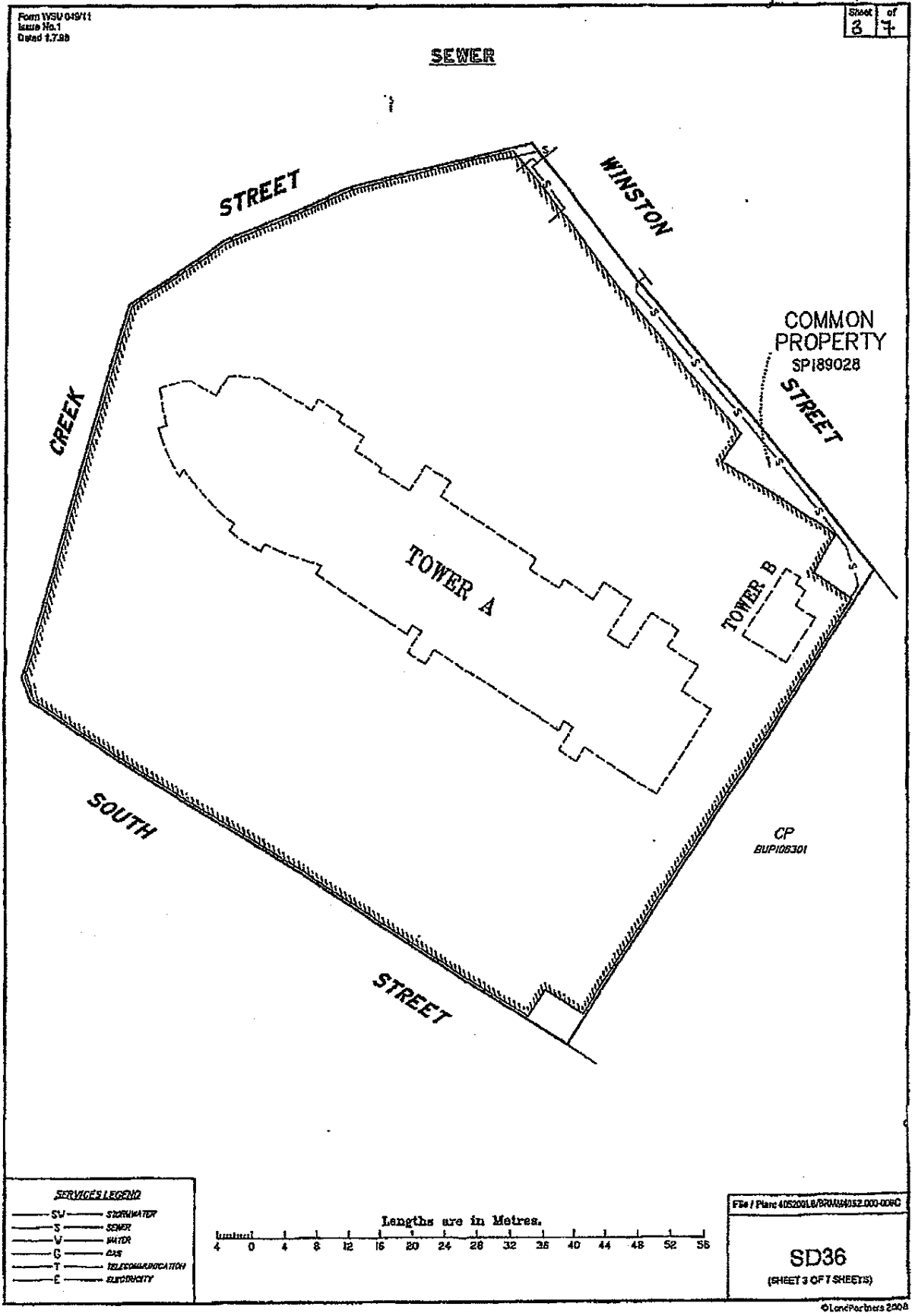
SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

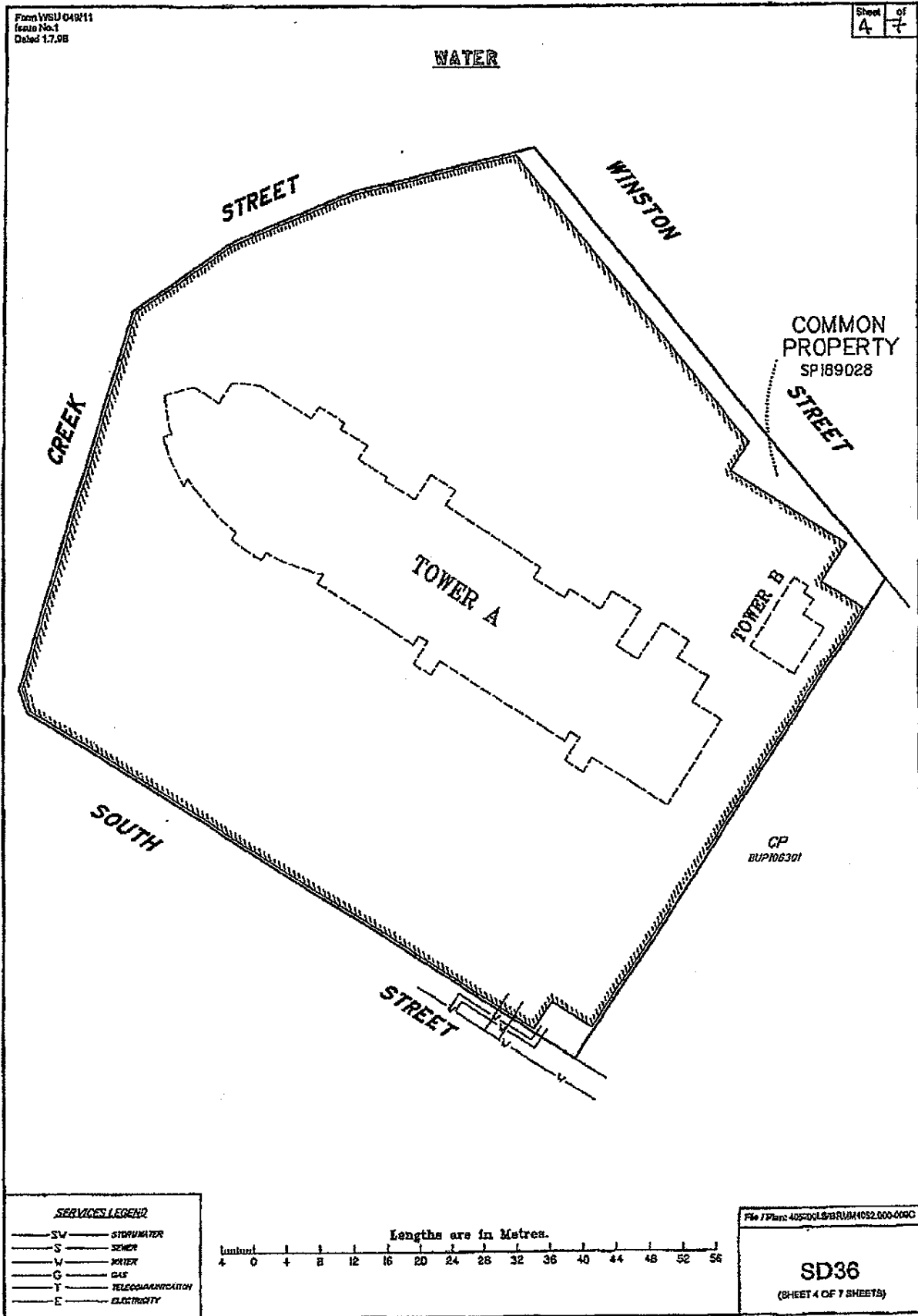
Pursuant to Section 66(1)(d)(iii) of the Body Corporate and Community Management Act 1997 ("BCCM Act 1997") the following Lots are affected, or proposed to be affected, by a statutory easement:

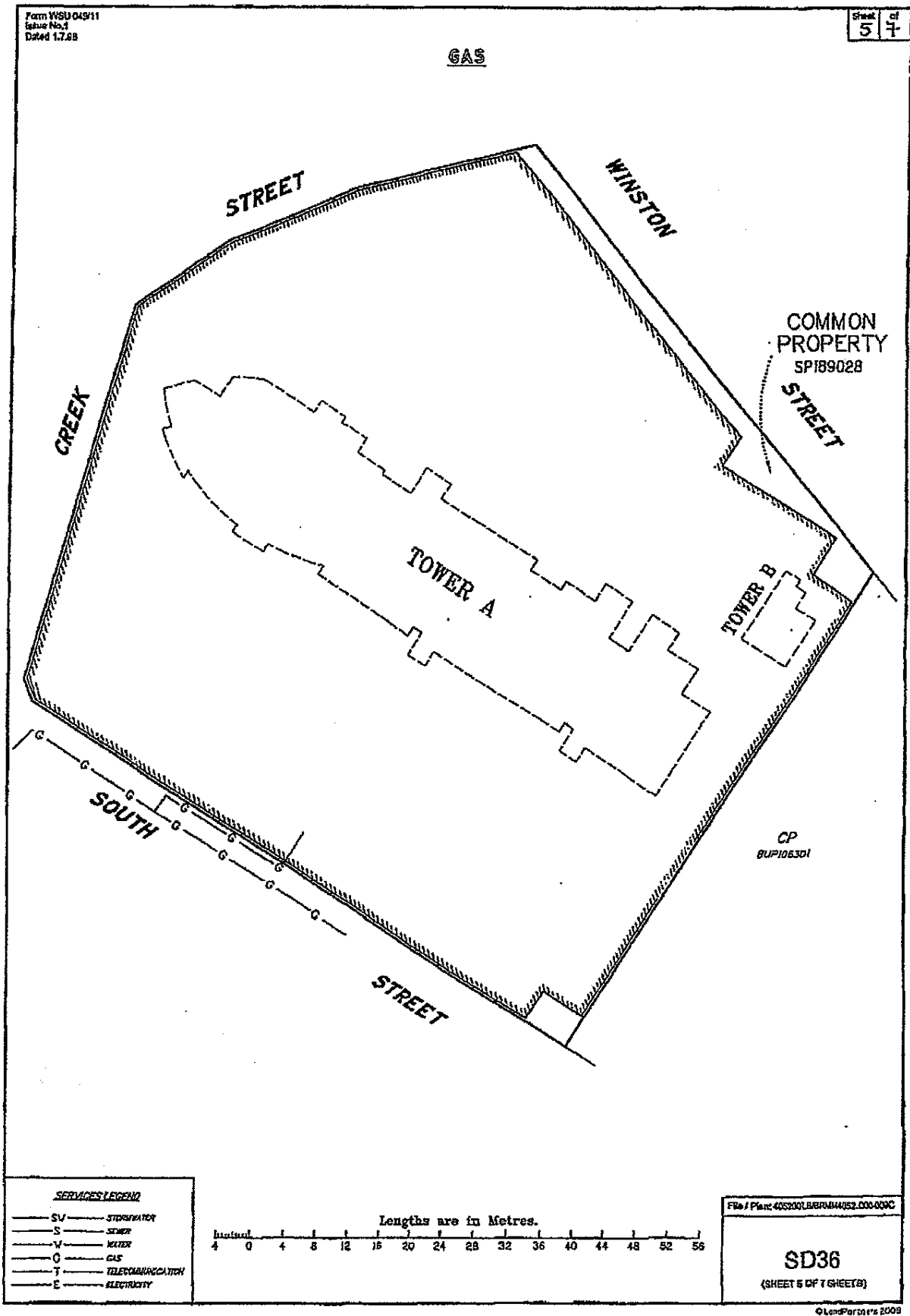
Affected Lot		Type of Statutory Easement
Lot 1 on SP 189028	Lot 47 on SP 189028	<ol style="list-style-type: none"> 1. Easement for lateral of subjacent support in favour of Lots above or adjoining the Affected Lot (pursuant to Section 115N of the <i>Land Title Act 1994</i>). 2. Easement in favour of each Lot adjoining an Affected Lot and Common Property for supplying utility services to the Lot and establishing and maintaining utility infrastructure reasonably necessary for supplying the utility services (pursuant to Section 115O of the <i>Land Title Act 1994</i>). 3. Easement for utility services and utility infrastructure in favour of each Lot adjoining an Affected Lot and Common Property for establishing and maintaining utility infrastructure reasonably necessary for supplying utility services to other Lots and the Common Property (pursuant to Section 115P of the <i>Land Title Act 1994</i>). 4. Easement for projections in favour of each Lot adjoining an Affected Lot and Common Property (pursuant to Section 115R of the <i>Land Title Act 1994</i>). 5. Easement for maintenance of buildings close to the boundary of an Affected Lot in favour of a Lot adjoining the Affected Lot and Common Property to carry out maintenance or replacement (pursuant to Section 115S of the <i>Land Title Act 1994</i>).
Lot 2 on SP 189028	Lot 48 on SP 189028	
Lot 3 on SP 189028	Lot 49 on SP 189028	
Lot 4 on SP 189028	Lot 50 on SP 189028	
Lot 5 on SP 189028	Lot 51 on SP 189028	
Lot 6 on SP 189028	Lot 52 on SP 189028	
Lot 7 on SP 189028	Lot 53 on SP 189028	
Lot 8 on SP 189028	Lot 54 on SP 189028	
Lot 9 on SP 189028	Lot 55 on SP 189028	
Lot 10 on SP 189028	Lot 56 on SP 189028	
Lot 11 on SP 189028	Lot 57 on SP 189028	
Lot 12 on SP 189028	Lot 58 on SP 189028	
Lot 13 on SP 189028	Lot 59 on SP 189028	
Lot 14 on SP 189028	Lot 60 on SP 189028	
Lot 15 on SP 189028	Lot 61 on SP 189028	
Lot 16 on SP 189028	Lot 62 on SP 189028	
Lot 17 on SP 189028	Lot 63 on SP 189028	
Lot 18 on SP 189028	Lot 64 on SP 189028	
Lot 19 on SP 189028	Lot 65 on SP 189028	
Lot 20 on SP 189028	Lot 66 on SP 189028	
Lot 21 on SP 189028	Lot 67 on SP 189028	
Lot 22 on SP 189028	Lot 68 on SP 189028	
Lot 23 on SP 189028	Lot 69 on SP 189028	
Lot 24 on SP 189028	Lot 70 on SP 189028	
Lot 25 on SP 189028	Lot 71 on SP 189028	
Lot 26 on SP 189028	Lot 72 on SP 189028	
Lot 27 on SP 189028	Lot 73 on SP 189028	
Lot 28 on SP 189028	Lot 74 on SP 189028	
Lot 29 on SP 189028	Lot 75 on SP 189028	
Lot 30 on SP 189028	Lot 76 on SP 189028	
Lot 31 on SP 189028	Lot 77 on SP 189028	
Lot 32 on SP 189028	Lot 78 on SP 189028	
Lot 33 on SP 189028	Lot 79 on SP 189028	
Lot 34 on SP 189028	Lot 80 on SP 189028	
Lot 35 on SP 189028	Lot 81 on SP 189028	
Lot 36 on SP 189028	Lot 82 on SP 189028	
Lot 37 on SP 189028	Lot 83 on SP 189028	
Lot 38 on SP 189028	Lot 84 on SP 189028	
Lot 39 on SP 189028	Lot 85 on SP 189028	
Lot 40 on SP 189028	Lot 86 on SP 189028	
Lot 41 on SP 189028	Lot 87 on SP 189028	
Lot 42 on SP 189028	Lot 88 on SP 189028	
Lot 43 on SP 189028	Lot 89 on SP 189028	
Lot 44 on SP 189028	Lot 90 on SP 189028	
Lot 45 on SP 189028	Lot 91 on SP 189028	
Lot 46 on SP 189028		

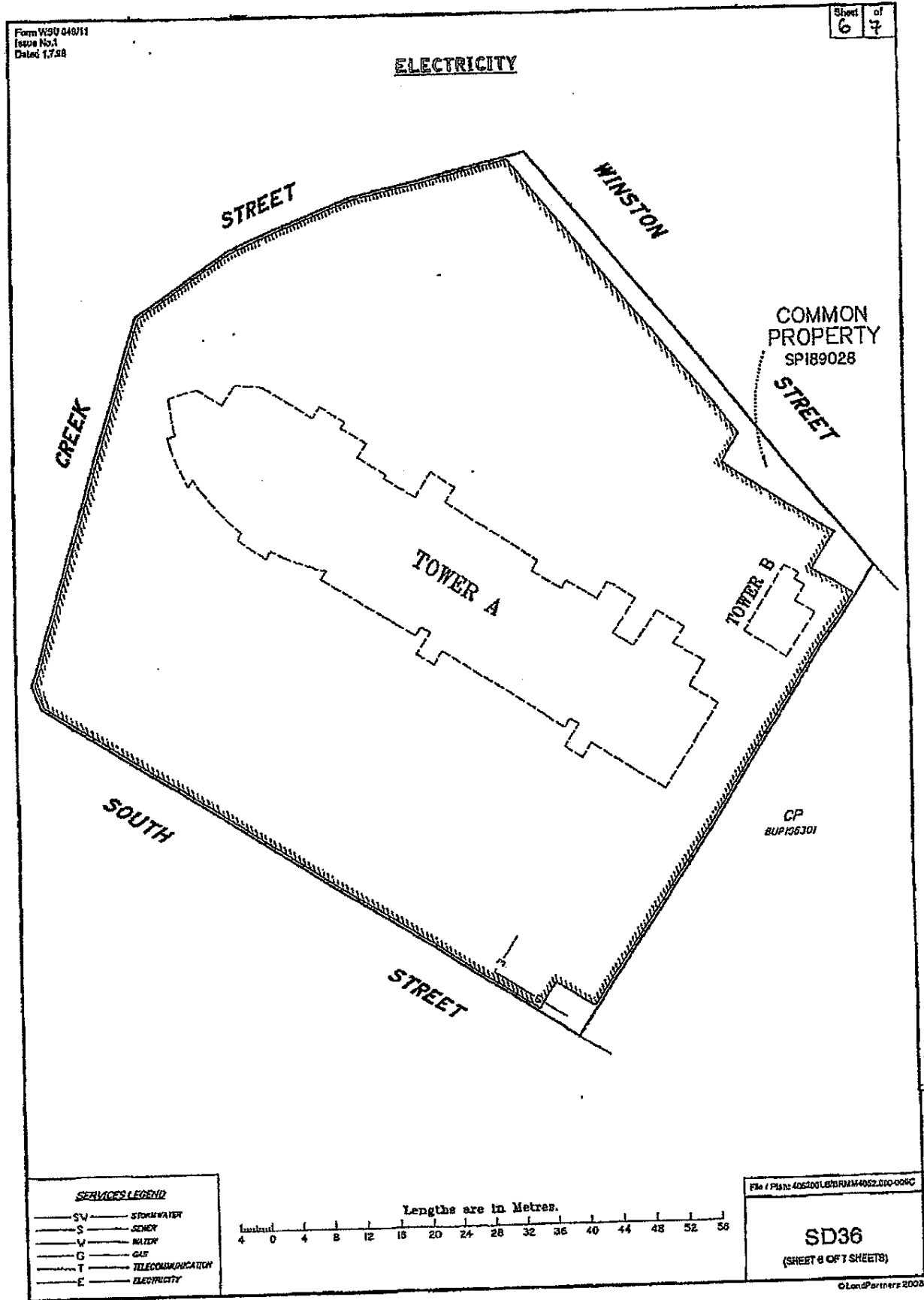


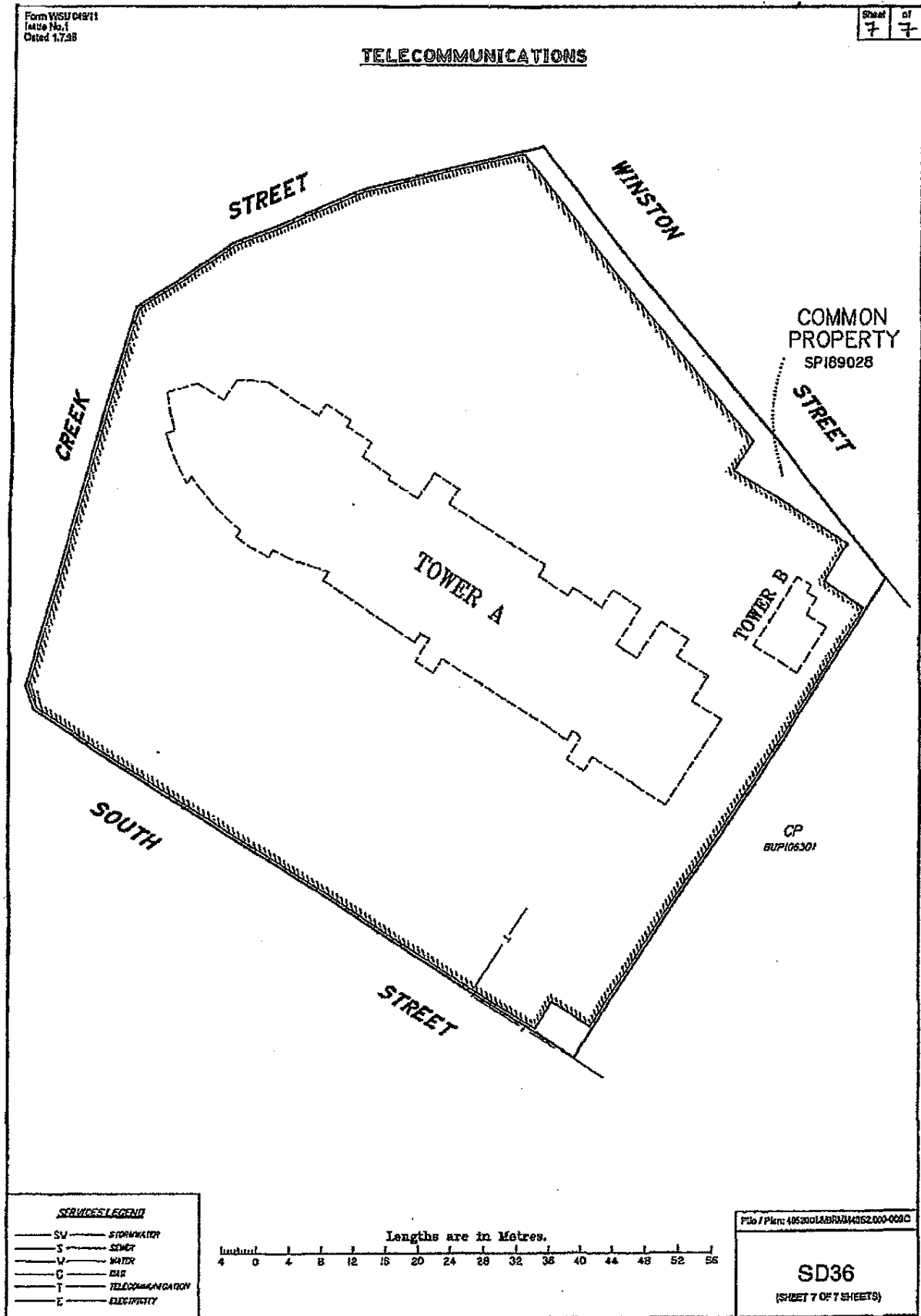












SCHEDULE E DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY

CARPARK

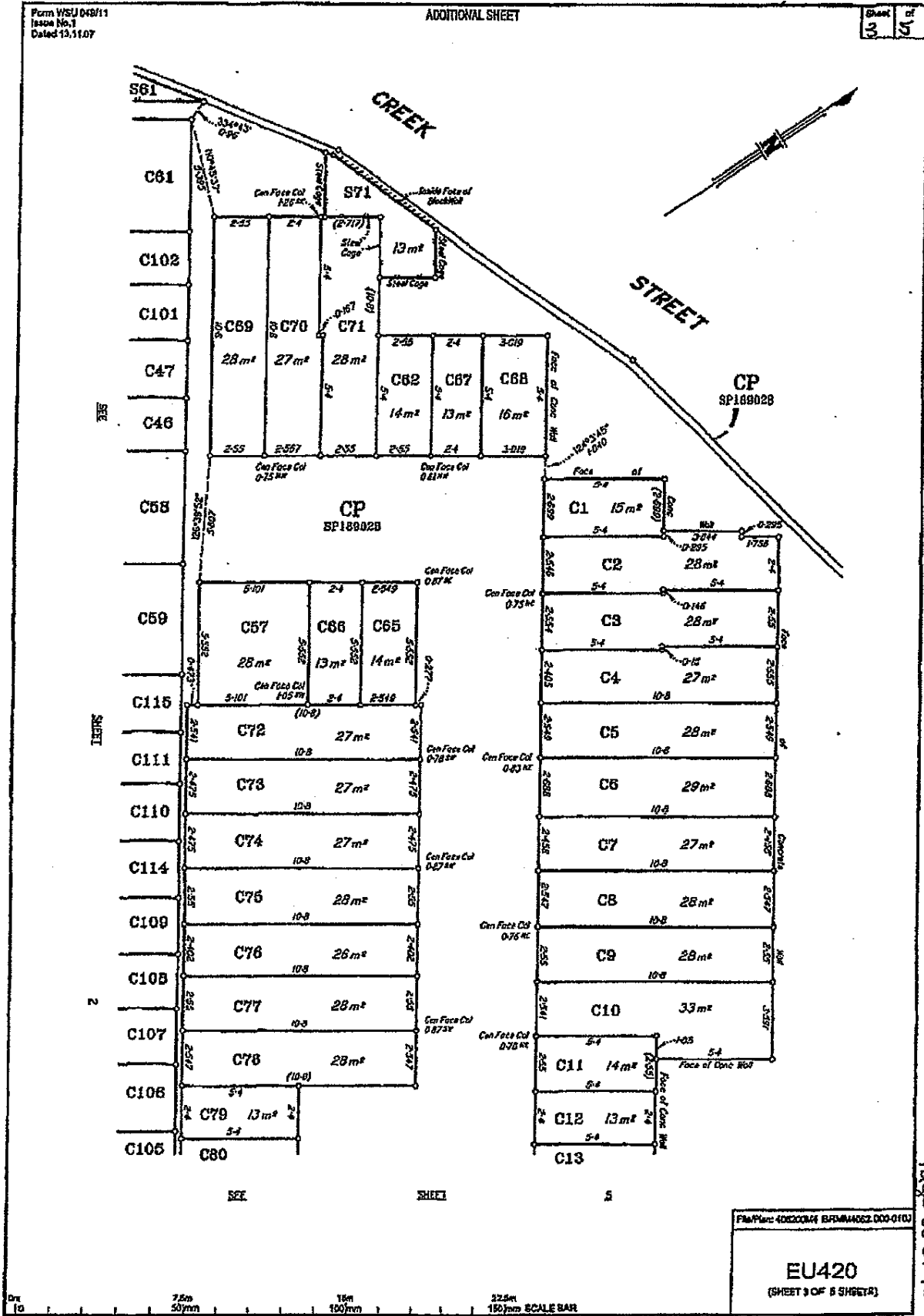
Owner/Lot Number	Exclusive use of the Carpark marked on attached Exclusive Use Plan "A"
Lot 1 on SP 189028	C11
Lot 2 on SP 189028	C12
Lot 3 on SP 189028	C13
Lot 4 on SP 189028	C14
Lot 5 on SP 189028	C41
Lot 6 on SP 189028	C15
Lot 7 on SP 189028	C16
Lot 8 on SP 189028	C17
Lot 9 on SP 189028	C10
Lot 10 on SP 189028	C79
Lot 11 on SP 189028	C80
Lot 12 on SP 189028	C81
Lot 13 on SP 189028	C5
Lot 14 on SP 189028	C6
Lot 15 on SP 189028	C82
Lot 16 on SP 189028	C83
Lot 17 on SP 189028	C7
Lot 18 on SP 189028	C18
Lot 19 on SP 189028	C19
Lot 20 on SP 189028	C20
Lot 21 on SP 189028	C2
Lot 22 on SP 189028	C3
Lot 23 on SP 189028	C4
Lot 24 on SP 189028	C8
Lot 25 on SP 189028	C84
Lot 26 on SP 189028	C85
Lot 27 on SP 189028	C9
Lot 28 on SP 189028	C21

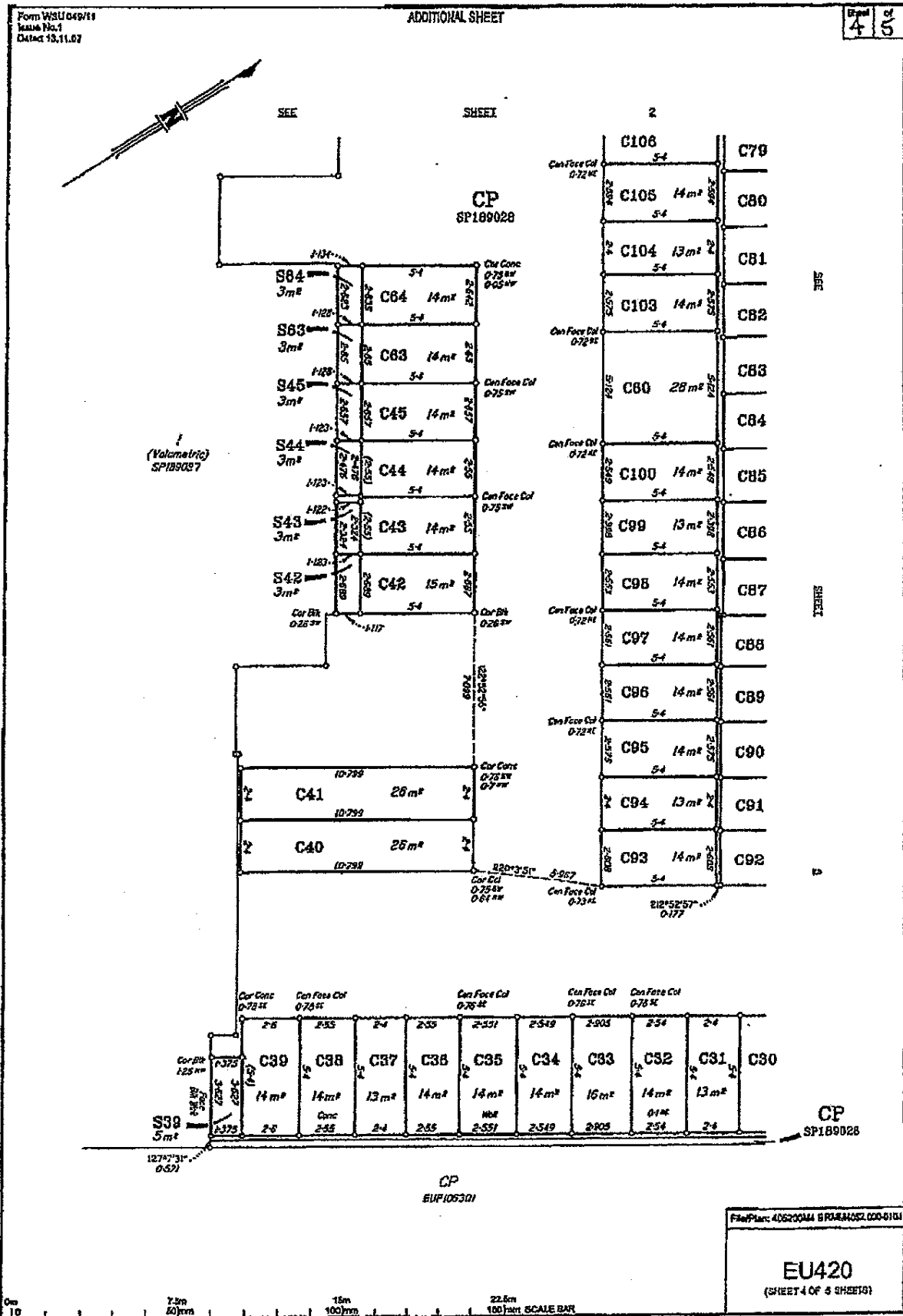
Owner/Lot Number	Exclusive use of the Carpark marked on attached Exclusive Use Plan "A"
Lot 29 on SP 189028	C22
Lot 30 on SP 189028	C23
Lot 31 on SP 189028	C71
Lot 32 on SP 189028	C1
Lot 33 on SP 189028	C72
Lot 34 on SP 189028	C73
Lot 35 on SP 189028	C86
Lot 36 on SP 189028	C87
Lot 37 on SP 189028	C74
Lot 38 on SP 189028	C24
Lot 39 on SP 189028	C25
Lot 40 on SP 189028	C26
Lot 41 on SP 189028	C65 and C66
Lot 42 on SP 189028	C68
Lot 43 on SP 189028	C70
Lot 44 on SP 189028	C75
Lot 45 on SP 189028	C88
Lot 46 on SP 189028	C89
Lot 47 on SP 189028	C76
Lot 48 on SP 189028	C27
Lot 49 on SP 189028	C28
Lot 50 on SP 189028	C29
Lot 51 on SP 189028	C57
Lot 52 on SP 189028	C67
Lot 53 on SP 189028	C69
Lot 54 on SP 189028	C77
Lot 55 on SP 189028	C90
Lot 56 on SP 189028	C91
Lot 57 on SP 189028	C78
Lot 58 on SP 189028	C92
Lot 59 on SP 189028	C30
Lot 60 on SP 189028	C31
Lot 61 on SP 189028	C61

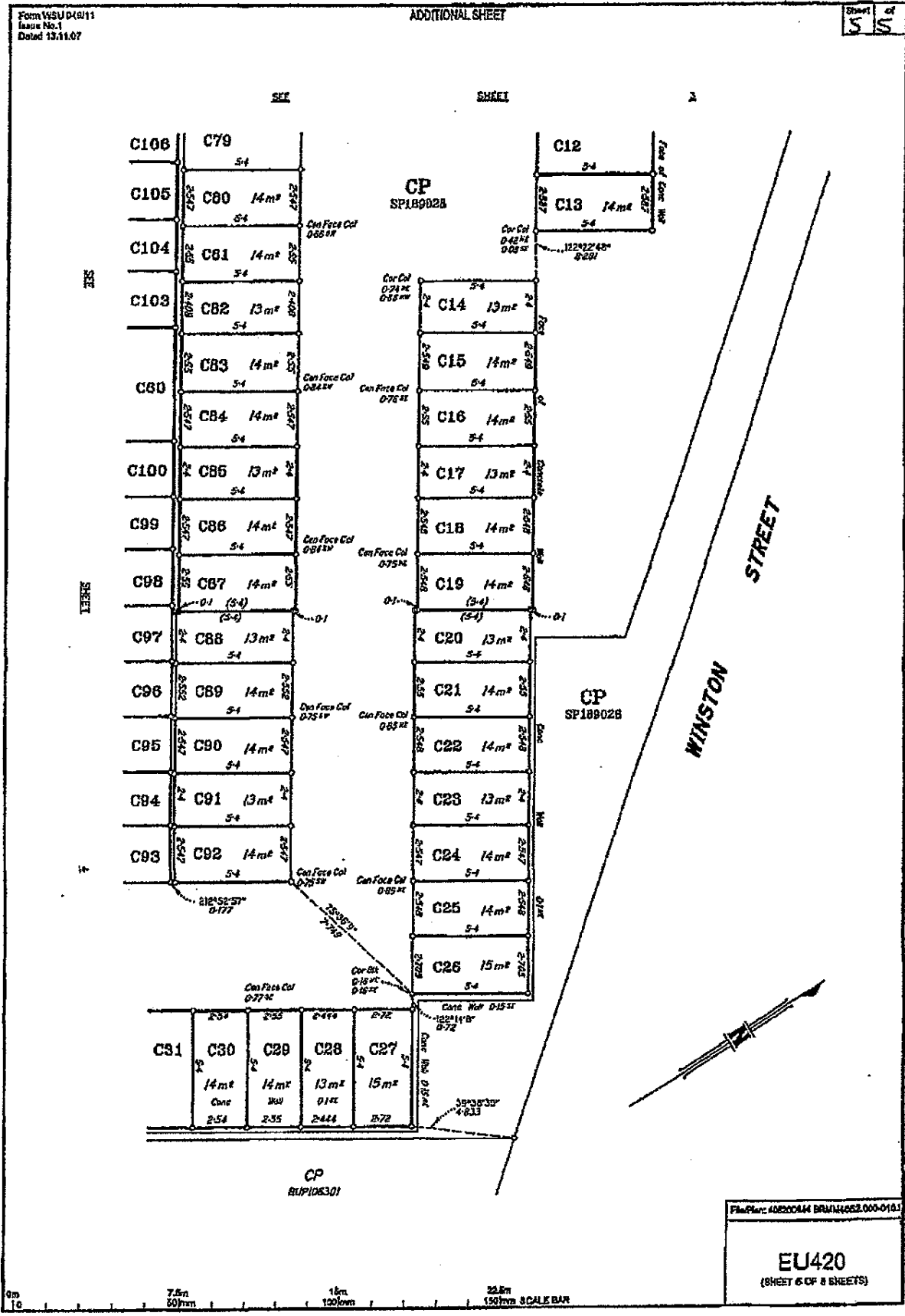
Owner/Lot Number	Exclusive use of the Carpark marked on attached Exclusive Use Plan "A"
Lot 62 on SP 189028	C62
Lot 63 on SP 189028	C46 and C47
Lot 64 on SP 189028	C40
Lot 65 on SP 189028	C33
Lot 66 on SP 189028	C32
Lot 67 on SP 189028	C36 and C37
Lot 68 on SP 189028	C34
Lot 69 on SP 189028	C96
Lot 70 on SP 189028	C35
Lot 71 on SP 189028	C58
Lot 72 on SP 189028	C59
Lot 73 on SP 189028	C60
Lot 74 on SP 189028	C99 and C100
Lot 75 on SP 189028	C44 and C45
Lot 76 on SP 189028	C97 and C98
Lot 77 on SP 189028	C42 and C43
Lot 78 on SP 189028	C38 and C39
Lot 79 on SP 189028	C93, C94 and C95
Lot 80 on SP 189028	C63 and C64
Lot 81 on SP 189028	C101 and C102
Lot 82 on SP 189028	C103 and C104
Lot 83 on SP 189028	C107 and C108
Lot 84 on SP 189028	C109 and C114
Lot 85 on SP 189028	C105 and C106
Lot 86 on SP 189028	C48 and C49
Lot 87 on SP 189028	C53 and C54
Lot 88 on SP 189028	C55 and C56
Lot 89 on SP 189028	C110, C111 and C115
Lot 90 on SP 189028	C112, C113 and C116
Lot 91 on SP 189028	C50, C51 and C52

STORAGE BAYS

Owner/Lot number	Exclusive use of the Storage Bays marked on attached Exclusive Use Plan "A"
Lot 5 on SP 189028	S39, S56A and S61
Lot 31 on SP 189028	S71
Lot 75 on SP 189028	S44 and S45
Lot 77 on SP 189028	S42 and S43
Lot 86 on SP 189028	S48 and S49
Lot 87 on SP 189028	S54
Lot 88 on SP 189028	S55 and S56
Lot 90 on SP 189028	S112, S113 and S116
Lot 91 on SP 189028	S50, S51 and S52







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19 December 2025

DYE AND DURHAM
GPO Box 2746
Brisbane QLD 4001

Ref

Fee 84.10 Paid

Archers BCM (Gold Coast) Pty Ltd
ABN: 29 088 272 913

Please find enclosed a Body Corporate Certificate pursuant to Section 205 of the Body Corporate and Community Management Act 1997. The figures contained within the certificate are current as of today's date and are subject to change.

The fee charged of \$84.10 will allow for the Certificate to be provided within 5 business days. Please note these charges are prescribed under the relevant legislation.

If you require an updated Certificate within 3 months at the prescribed fee or financial documents prior to settlement, these can be ordered from our website <https://abcm.com.au/forms/>

Should you require any further information please contact our office.

Yours faithfully,

A handwritten signature in black ink, appearing to read "Angela Smith", is written over a light blue horizontal line.

Body Corporate Manager
For the Secretary

BCCM

Form 33

Department of Justice

Body corporate certificate

Body Corporate and Community Management Act 1997, section 205(4)

This form is effective from 1 August 2025

For the sale of a lot included in a community titles scheme under the Body Corporate and Community Management Act 1997 (other than a lot to which the Body Corporate and Community Management (Specified Two-lot Schemes Module) Regulation 2011 applies).

WARNING - Do not sign a contract to buy a property in a community titles scheme until you have read and understood the information in this certificate. Obtain independent legal advice if needed.

You may rely on this certificate against the body corporate as conclusive evidence of matters stated in the certificate, except any parts where the certificate contains an error that is reasonably apparent.

This certificate contains important information about the lot and community titles scheme named in the certificate, including:

- becoming an owner and contacting the body corporate
- details of the property and community titles scheme
- by-laws and exclusive use areas
- lot entitlements and financial information
- owner contributions and amounts owing
- common property and assets
- insurance
- contracts and authorisations

This certificate does not include information about:

- physical defects in the common property or buildings in the scheme;
- body corporate expenses and liabilities for which the body corporate has not fixed contributions;
- current, past or planned body corporate disputes or court actions;
- orders made against the body corporate by an adjudicator, a tribunal or a court;
- matters raised at recent committee meetings or body corporate meetings; or
- the lawful use of lots, including whether a lot can be used for short-term letting.

Search applicable planning laws, instruments and documents to find out what your lot can be used for. If you are considering short-term letting your lot, contact your solicitor, the relevant local government or other planning authority to find out about any approvals you will need or if there are any restrictions on short-term letting. It is possible that lots in the community titles scheme are being used now or could in future be used lawfully or unlawfully for short-term or transient accommodation.

The community management statement

Each community titles scheme has a community management statement (CMS) recorded with Titles Queensland, which contains important information about the rights and obligations of the owners of lots in the scheme. The seller must provide you with a copy of the CMS for the scheme before you sign a contract.

The Office of the Commissioner for Body Corporate and Community Management

The Office of the Commissioner for Body Corporate and Community Management provides an information and education service and a dispute resolution service for those who live, invest or work in community titles schemes. Visit www.qld.gov.au/bodycorporate.

You can ask for a search of adjudicators orders to find out if there are any past or current dispute applications lodged for the community titles scheme for the lot you are considering buying www.qld.gov.au/searchofadjudicatorsorders.

The information in this certificate is issued on 19/12/2025

Becoming an owner

When you become an owner of a lot in a community titles scheme, you:

- automatically become a member of the body corporate and have the right to participate in decisions about the scheme;
- must pay contributions towards the body corporate's expenses in managing the scheme; and
- must comply with the body corporate by-laws.

You must tell the body corporate that you have become the owner of a lot in the scheme within 1 month of settlement. You can do this by using the BCCM Form 8 Information for body corporate roll. Fines may apply if you do not comply.

How to get more information

You can inspect the body corporate records which will provide important information about matters not included in this certificate. To inspect the body corporate records, you can contact the person responsible for keeping body corporate records (see below), or you can engage the services of a search agent. Fees will apply.

Planning and development documents can be obtained from the relevant local government or other planning authority. Some relevant documents, such as the development approval, may be available from the body corporate, depending on when and how the body corporate was established.

Contacting the body corporate

The body corporate is an entity made up of each person who owns a lot within a community titles scheme.

Name and number of the community titles scheme

KIRRA SURF APARTMENTS

CTS No. **38735**

Body corporate manager

Bodies corporate often engage a body corporate manager to handle administrative functions.

Is there a body corporate manager for the scheme?

Yes. The body corporate manager is:

Name: **Sonya Lowrie**

Company: **Archers BCM (Gold Coast) Pty Ltd**

Phone: **07 5552 0700**

Email: **goldcoast@abcm.com.au**

Accessing records

Who is currently responsible for keeping the body corporate's records?

The body corporate manager named above.

Property and community titles scheme details

Lot and plan details

Lot number: **29**

Plan type and number: **SP189028**

Plan of subdivision: **BUILDING FORMAT PLAN**

The plan of subdivision applying to a lot determines maintenance and insurance responsibilities.

Regulation module

There are 5 regulation modules for community titles schemes in Queensland. The regulation module that applies to the scheme determines matters such as the length of service contracts and how decisions are made.

More information is available from www.qld.gov.au/buyingbodycorporate.

The regulation module that applies to this scheme is the:

Accommodation

NOTE: If the regulation module that applies to the scheme is the Specified Two-lot Schemes Module, then BCCM Form 34 should be used.

Layered arrangements of community titles schemes

A layered arrangement is a grouping of community titles schemes, made up of a principal scheme and one or more subsidiary schemes. Find more information at www.qld.gov.au/buyingbodycorporate

Is the scheme part of a layered arrangement of community titles schemes?

No

If yes, you should investigate the layered arrangement to obtain further details about your rights and obligations. The name and number of each community titles scheme part of the layered arrangement should be listed in the community management statement for the scheme given to you by the seller.

Building management statement

A building management statement is a document, which can be put in place in certain buildings, that sets out how property and shared facilities are accessed, maintained and paid for by lots in the building. It is an agreement between lot owners in the building that usually provides for supply of utility services, access, support and shelter, and insurance arrangements. A lot can be constituted by a community titles scheme's land.

Does a building management statement apply to the community titles scheme?

Yes

If yes, you can obtain a copy of the statement from Titles Queensland: www.titlesqld.com.au. You should seek legal advice about the rights and obligations under the building management statement before signing the contract -for example, this can include costs the body corporate must pay in relation to shared areas and services.

By-laws and exclusive use areas

The body corporate may make by-laws (rules) about the use of common property and lots included in the community titles scheme. You must comply with the by-laws for the scheme. By-laws can regulate a wide range of matters, including noise, the appearance of lots, carrying out work on lots (including renovations), parking, requirements for body corporate approval to keep pets, and whether smoking is permitted on outdoor areas of lots and the common property. However, by-laws cannot regulate the type of residential use of lots that may lawfully be used for residential purposes. You should read the by-laws before signing a contract.

What by-laws apply?

The by-laws that apply to the scheme are specified in the community management statement for the scheme provided to you by the seller.

The community management statement will usually list the by-laws for the scheme. If the statement does not list any by-laws, Schedule 4 of the Body Corporate and Community Management Act 1997 will apply to the scheme.

In some older schemes, the community management statement may state that the by-laws as at 13 July 2000 apply. In these cases, a document listing the by-laws in consolidated form must be given with this certificate.

General by-laws

The community management statement includes the complete set of by-laws that apply to the scheme.

Exclusive use areas

Individual lots may be granted exclusive use of common property or a body corporate asset, for example, a courtyard, car park or storage area. The owner of a lot to whom exclusive use rights are given will usually be required to maintain the exclusive use area unless the exclusive use by-law or other allocation of common property provides otherwise.

Are there any exclusive use by-laws or other allocations of common property in effect for the community titles scheme?

Yes

If yes, the exclusive use by-laws or other allocations of common property for the schemes are:

given with this certificate and listed below

Date of Resolution	Lot	Description	Conditions
08/08/21	8	Area C17 on Plan A, Bylaw 44	Carspace
08/08/21	62	Area C62 on EU Plan A, bylaw 44	Carpark
08/08/21	1	Area C11 on Plan A, Bylaw 44	Carspace
08/08/21	29	Area C22 on Plan A, Bylaw 44	Carspace

Lot entitlements and financial information

Lot entitlements

Lot entitlements are used to determine the proportion of body corporate expenses each lot owner is responsible for. The community management statement contains two schedules of lot entitlements – a contribution schedule of lot entitlements and an interest schedule of lot entitlements, outlining the entitlements for each lot in the scheme. The contribution schedule lot entitlement for a lot (as a proportion of the total for all lots) is used to calculate the lot owner's contribution to most body corporate expenses, and the interest schedule lot entitlement for a lot (as a proportion of the total for all lots) is used to calculate the lot owner's contribution to insurance expenses in some cases. Lots may have different lot entitlements and therefore may pay different contributions to the body corporate's expenses.

You should consider the lot entitlements for the lot compared to the lot entitlements for other lots in the scheme before you sign a contract of sale.

Contribution schedule

Contribution schedule lot entitlement for the lot: **1,036**

Total contribution schedule lot entitlements for all lots: **100,047**

Interest schedule

Interest schedule lot entitlement for the lot: **836**

Total interest schedule lot entitlements for all lots: **99,143**

Statement of accounts

The most recent statement of accounts prepared by the body corporate for the notice of the annual general meeting for the scheme is given with this certificate.

Owner contributions (levies)

The contributions (levies) paid by each lot owner towards body corporate expenses is determined by the budgets approved at the annual general meeting of the body corporate.

You need to pay contributions to the body corporate's administrative fund for recurrent spending and the sinking fund for capital and non-recurrent spending.

If the Commercial Module applies to the community titles scheme, there may also be a promotion fund that owners of lots have agreed to make payments to.

WARNING: You may have to pay a special contribution if a liability arises for which no or inadequate provision has been made in the body corporate budgets.

The contributions payable by the owner of the lot that this certificate relates to are listed over the page.

Body corporate debts

If any contributions or other body corporate debt (including penalties or reasonably incurred recovery costs) owing in relation to the lot are not paid before you become the owner of the property, YOU WILL BE LIABLE TO PAY THEM TO THE BODY CORPORATE. Before signing the contract, you should make sure that the contract addresses this or provides for an appropriate adjustment at settlement.

Owner contributions and amounts owing

Administrative fund contributions

Total amount of contributions (before any discount) for lot **29** for the current financial year: \$ **6,709.10**

Number of instalments: **3** (outlined below)

Discount for on-time payments (if applicable): **0** %

Monthly penalty for overdue contributions (if applicable): **2.50** %

Period	Due date	Amount due	Amount due if discount applied	Paid
01/07/25 to 31/10/25	01/07/25	2,196.88	2,196.88	27/06/25
01/11/25 to 28/02/26	05/11/25	2,256.11	2,256.11	04/11/25
01/03/26 to 30/06/26	01/03/26	2,256.11	2,256.11	
01/07/26****31/10/26	01/07/26	2,236.36	2,236.36	
Amount overdue				Nil
Amount Unpaid including amounts billed not yet due				Nil

Sinking fund contributions

Total amount of contributions (before any discount) for lot **29** for the current financial year: \$ **3,701.96**

Number of instalments: **3** (outlined below)

Discount for on-time payments (if applicable): **0** %

Monthly penalty for overdue contributions (if applicable): **2.50** %

Period	Due date	Amount due	Amount due if discount applied	Paid
01/07/25 to 31/10/25	01/07/25	1,120.08	1,120.08	27/06/25
01/11/25 to 28/02/26	05/11/25	1,290.94	1,290.94	04/11/25
01/03/26 to 30/06/26	01/03/26	1,290.94	1,290.94	
01/07/26****31/10/26	01/07/26	1,233.99	1,233.99	
Amount overdue				Nil
Amount Unpaid including amounts billed not yet due				Nil

Special contributions - Administrative Fund (IF ANY)

Date determined: (Access the body corporate records for more information).

Total amount of contributions (before any discount) **Nil**

Number of instalments: **0** (outlined below)

Discount for on-time payments (if applicable): **0** %

Monthly penalty for overdue contributions (if applicable): **2.50** %

Period	Due date	Amount due	Amount due if discount applied	Paid
Amount overdue				Nil
Amount Unpaid including amounts billed not yet due				Nil

Special contributions - Sinking Fund (IF ANY)

Date determined: (Access the body corporate records for more information).

Total amount of contributions (before any discount) **Nil**

Number of instalments: **0** (outlined below)

Discount for on-time payments (if applicable): **0** %

Monthly penalty for overdue contributions (if applicable): **2.50** %

Due date	Amount due	Amount due if discount applied	Paid
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Amount overdue **Nil**

Amount Unpaid including amounts billed not yet due **Nil**

Other contributions

	Period	Due date	Amount due	Amount due if discount applied	Paid
Insurance	01/07/25 to 31/10/25	01/07/25	290.64	290.64	27/06/25
Insurance	01/11/25 to 28/02/26	05/11/25	333.47	333.47	04/11/25
Insurance	01/03/26 to 30/06/26	01/03/26	333.47	333.47	
Insurance	01/07/26 to 31/10/26	01/07/26	319.19	319.19	

Other amounts payable by the lot owner

Purpose	Fund	Amount	Due date	Amount
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No other amounts payable for the lot.

Summary of amounts due but not paid by the current owner

At the date of this certificate

Annual contributions	Nil
Special contributions	Nil
Other contributions	Nil
Other payments	Nil
Penalties	Nil
Total amount overdue (Total Amount Unpaid including not yet due \$0.00)	Nil

(An amount in brackets indicates a credit or a payment made before the due date)

Common property and assets

When you buy a lot in a community titles scheme, you also own a share in the common property and assets for the scheme. Common property can include driveways, lifts and stairwells, and shared facilities. Assets can include gym equipment and pool furniture.

The body corporate is usually responsible for maintaining common property in a good and structurally sound condition. An owner is usually responsible for maintaining common property or assets that their lot has been allocated exclusive use of, or for maintaining improvements to common property or utility infrastructure that is only for the benefit of their lot. The body corporate may have additional maintenance responsibilities, depending on the plan of subdivision the scheme is registered under. For more information, visit www.qld.gov.au/buyingbodycorporate.

Sinking fund forecast and balance - maintenance and replacement of common property / assets

The body corporate must have a sinking fund to pay for future capital expenses, such as repairs or replacement of common property and assets. The body corporate must raise enough money in its sinking fund budget each year to provide for spending for the current year and to reserve an amount to meet likely spending for 9 years after the current year. If there is not enough money in the sinking fund at the time maintenance is needed, lot owners will usually have to pay additional contributions.

Prior to signing a contract, you should consider whether the current sinking fund balance is appropriate to meet likely future capital expenditure.

Does the body corporate have a current sinking fund forecast that estimates future capital expenses and how much money needs to be accumulated in the sinking fund?

Yes - you can obtain a copy from the body corporate records - last sinking fund report: 30/11/22

Current sinking fund balance (as at date of certificate): \$ 573,862.43

Improvements to common property the lot owner is responsible for

A lot owner may make improvements to the common property for the benefit of their lot if authorised by the body corporate or under an exclusive use by-law. The owner of the lot is usually responsible for maintenance of these improvements, unless the body corporate authorises an alternative maintenance arrangement or it is specified in the relevant by-law.

Details of authorised improvements to the common property that the owner of the lot is responsible for maintaining in good condition are given with this certificate below

Date	Description	Conditions
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Body corporate assets

The body corporate must keep a register of all body corporate assets worth more than \$1,000.

A copy of the body corporate register assets is given with this certificate below

Description	Type	Acquisition	Supplier	Original Cost	Cost To Date	Market Value
30 Surfboards	Plant and Machinery			\$0.00	\$0.00	\$600.00
Encore ECU7 upright bike 25/1	Furniture & Fittings		JOHN WALKER GYM REPAIRS 72 Old Ferry Road BANORA POINT NSW 2486	\$2,361.70	\$0.00	\$2,361.70
LG 7.2kW Split System Air Con	Plant and Machinery	22/05/00	Deep Chill	\$0.00	\$0.00	\$2,515.00
16 Aliza White Sunlounges	Furniture & Fittings	28/02/08	The Kendall Collection P/L	\$0.00	\$0.00	\$15,758.56
20 Body Chairs	Furniture & Fittings	11/03/08	Stylecraft Australia	\$0.00	\$0.00	\$14,979.12

Body corporate assets

The body corporate must keep a register of all body corporate assets worth more than \$1,000.

A copy of the body corporate register assets is given with this certificate below

Description	Type	Acquisition	Supplier	Original Cost	Cost To Date	Market Value
6 Stylus Tables			Stylecraft Australia			
PABX System	Office Equipment	09/05/08	Eurocom Australia P/L	\$0.00	\$0.00	\$18,273.00
4 Seat Arnold Lane Sofa 2 piec	Furniture & Fittings	13/05/08	POD Interior Design	\$0.00	\$0.00	\$8,867.46
Oak Veneer Bench Seat	Furniture & Fittings	13/05/08	POD Interior Design	\$0.00	\$0.00	\$4,720.00
2 Artek 400 Chairs	Furniture & Fittings	13/05/08	POD Interior Design	\$0.00	\$0.00	\$9,349.50
1 White Feature Lounge Chair	Furniture & Fittings	13/05/08	POD Interior Design	\$0.00	\$0.00	\$3,513.00
1 Napoleon Jay 2530 Floor Rug	Furniture & Fittings	13/05/08	POD Interior Design	\$0.00	\$0.00	\$3,092.73
1 Tretford Floor Rug	Furniture & Fittings	13/05/08	POD Interior Design	\$0.00	\$0.00	\$4,142.00
3 B&E Yu Side Tables	Furniture & Fittings	13/05/08	POD Interior Design	\$0.00	\$0.00	\$2,770.00
Pendant Lights	Furniture & Fittings	13/05/08	POD Interior Design	\$0.00	\$0.00	\$1,465.00
1 Ottoman	Furniture & Fittings	13/05/08	POD Interior Design	\$0.00	\$0.00	\$634.00
Katherine Boland	Furniture & Fittings	13/05/08	POD Design	\$0.00	\$0.00	\$5,000.00
Katherine Boland	Furniture & Fittings	13/05/08	POD Interior Design	\$0.00	\$0.00	\$6,000.00
Katherine Boland	Furniture & Fittings	13/05/08	POD Interior Design	\$0.00	\$0.00	\$6,000.00
Jimmy Pike	Furniture & Fittings	13/05/08	POD Interior Design	\$0.00	\$0.00	\$1,200.00
Jimmy Pike	Furniture & Fittings	13/05/08	POD Interior Design	\$0.00	\$0.00	\$1,200.00
Wallpaper & Hanging	Furniture & Fittings	13/05/08	POD Interior Design	\$0.00	\$0.00	\$2,125.00
Decorative piece for bnch seat	Furniture & Fittings	13/05/08	POD Interior Design	\$0.00	\$0.00	\$500.00
4 Burner Signature S3000S	Furniture & Fittings	19/05/08	Harvey Norman	\$0.00	\$0.00	\$1,500.00
BBQ						
1x Vision 3200 U/R Cycle	Plant and Machinery	07/08/08	Elite Fitness Group	\$0.00	\$0.00	\$1,727.00
2x vision 9450 T/Mills HRC	Plant and Machinery	07/08/08	Elite Fitness Group	\$0.00	\$0.00	\$7,628.00
1x Front Access Multistation	Plant and Machinery	07/08/08	Elite Fitness	\$0.00	\$0.00	\$2,098.00
1x Swissball	Plant and Machinery	07/08/08	Elite Fitness	\$0.00	\$0.00	\$64.00
1x Exercise Mat	Plant and Machinery	07/08/08	Elite Fitness Group	\$0.00	\$0.00	\$24.00
1x Eagle Cart Tow Vehicle &	Plant and Machinery	24/09/08	Eagle Cart	\$0.00	\$0.00	\$8,200.00
Battery Filling Kit						
2 x Treadmills 7/7	Furniture & Fittings	31/07/15	JOHN WALKER GYM REPAIRS	\$8,580.00	\$0.00	\$8,580.00
Encore ECT7			72 Old Ferry Road			
3Yr Warranty			BANORA POINT NSW 2486			

Insurance

The body corporate must insure the common property and assets for full replacement value and public risk.

The body corporate must insure, for full replacement value, the following buildings where the lots in the scheme are created:

- under a building format plan of subdivision or volumetric format plan of subdivision - each building that contains an owner's lot (e.g. a unit or apartment); or
- under a standard format plan of subdivision - each building on a lot that has a common wall with a building on an adjoining lot.

Body corporate insurance policies

Details of each current insurance policy held by the body corporate including, for each policy, are given with this certificate.

TYPE/COMPANY	POLICY NO.	SUM INSURED	PREMIUM	DUE DATE	EXCESS
BUILDING Chubb Insurance	04GS016582	106,974,000.00	129,470.00	25/07/26	5,000 Standard/Machinery Breakdown 50,000 Water Damage
LEGAL LIABILITY Chubb Insurance	04GS016582	30,000,000.00	Included	25/07/26	5,000 Standard/Machinery Breakdown 50,000 Water Damage
OFFICE BEARERS Chubb Insurance	04GS016582	5,000,000.00	Included	25/07/26	5,000 Standard/Machinery Breakdown 50,000 Water Damage
MACHINERY BREAKDOWN Chubb Insurance	04GS016582	100,000.00	Included	25/07/26	5,000 Standard/Machinery Breakdown 50,000 Water Damage
PROFESSIONAL INDEMNITY PROFESSIONAL RISK	PI-003319-2025	1,000,000.00	1,590.00	25/07/26	1,000 All Other Losses
FLOOD COVER Chubb Insurance	04GS016582	2,500,000.00	Included	25/07/26	5,000 Standard/Machinery Breakdown 50,000 Water Damage
CATASTROPHE Chubb Insurance	04GS016582	32,413,122.00	Included	25/07/26	5,000 Standard/Machinery Breakdown 50,000 Water Damage

Alternative insurance

Where the body corporate is unable to obtain the required building insurance, an adjudicator may order that the body corporate take out alternative insurance. Information about alternative insurance is available from www.qld.gov.au/buyingbodycorporate.

Does the body corporate currently hold alternative insurance approved under an alternative insurance order?

No

Lot owner and occupier insurance

The occupier is responsible for insuring the contents of the lot and any public liability risks which might occur within the lot.

The owner is responsible for insuring buildings that do not share a common wall if the scheme is registered under a standard format plan of subdivision, unless the body corporate has set up a voluntary insurance scheme and the owner has opted-in.

More information about insurance in community titles schemes is available from your solicitor or www.qld.gov.au/buyingbodycorporate

Contracts and authorisations

Caretaking service contractors and letting agents – Accommodation Module, Commercial Module and Standard Module

A body corporate may engage service contractors to provide services to the body corporate to assist in the management of the scheme.

If the Standard Module, Accommodation Module, or Commercial Module apply to a community titles scheme, the body corporate may also authorise a person to conduct a letting agent business for the scheme, that is, to act as the agent of owners of lots in the scheme who choose to use the person's services for the letting of their lot.

A service contractor who is also authorised to be a letting agent for the scheme is called a caretaking service contractor. Together, an agreement to engage a person as a caretaking service contractor and authorise a person as a letting agent is typically referred to as 'management rights'.

The maximum term of a service contract or authorisation entered into by a body corporate is:

- 10 years if the Standard Module applies to the scheme; and
- 25 years if the Accommodation Module or Commercial Module applies to the scheme.

You may inspect the body corporate records to find information about any engagements or authorisations entered into by the body corporate, including the term of an engagement or authorisation and, for an engagement, duties required to be performed and remuneration payable by the body corporate.

Has the body corporate engaged a caretaking services contractor for the scheme?

Yes - Name of caretaking service contractor engaged: Kirra Surf Property Management P/L

Has the body corporate authorised a letting agent for the scheme?

Yes - Name of authorised letting agent: Kirra Surf Property Management P/L

Embedded network electricity supply

Is there an arrangement to supply electricity to occupiers in the community titles scheme through an embedded network?

Yes

More information about embedded networks in community titles schemes is available from www.qld.gov.au/buyingbodycorporate.

Body corporate authority

This certificate is signed and given under the authority of the body corporate.

Name/s Archers BCM (Gold Coast) Pty Ltd

Positions/s held Body Corporate Manager

Date 19/12/2025



Signature/s _____

Copies of documents given with this certificate:

- by-laws for the scheme in consolidated form (if applicable)
- details of exclusive use by-laws or other allocations of common property (if applicable)
- the most recent statement of accounts
- details of amounts payable to the body corporate for another reason (if applicable)
- details of improvements the owner is responsible for (if applicable)
- the register of assets (if applicable)
- insurance policy details

The Body Corporate and owners of Lots agree to give their consent to the recording of any new Community Management Statement(s) required to facilitate the Development of the Scheme Land as referred to in this Schedule B by the Original Owner.

SCHEDULE C	BY-LAWS
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The following By-Laws apply to the Scheme.

1. By-Law 1 – Noise

An owner or occupier of a Lot shall not upon the parcel create any noise likely to interfere with the peaceful enjoyment of the owner or occupier of another Lot or of any person lawfully using Common Property. Where noise is unavoidable an owner or occupier must inform other owners prior to generating noise and take reasonable steps to minimise such noise.

2. By-Law 2 – Vehicles

Unless the Body Corporate and Community Management Act 1997 authorises him or her to do so, an owner or occupier of a Lot shall not park or stand any motor or other vehicle upon Common Property except with the consent in writing of the Body Corporate.

3. By-Law 3 – Obstruction

An owner or occupier of a Lot shall not obstruct lawful use of Common Property by any person.

4. By-Law 4 – Plants etc

4.1. No removal

An owner or occupier must not without the Body Corporate's written approval:

- (a) remove or damage a lawn, garden, tree, shrub, or flower (together "plant") on the Common Property;
- (b) use a part of the Common Property as a garden; or
- (c) allow any plant species greater than 2m in height or of a weight which may compromise the structural loading of a Building to be grown on any part of the Lot or Common Property.

The Body Corporate may cancel the approval by giving 7 days written notice to the person who originally obtained the approval.

4.2. Plants visible from a Lot

Any plant in a Lot that is visible from outside the Lot must be:

- (d) a variety approved by the Kirra Surf Apartments Body Corporate;
- (e) pruned as appropriate;
- (f) maintained in a good and healthy condition; and promptly removed (if it dies) and replaced with a Kirra Surf Apartments Body Corporate approved variety.

5. By-Law 5 – Damage to Common Property

An owner or occupier of a Lot shall not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property except with the consent in writing of the Body Corporate.

6. By-Law 6 – Behaviour of invitees

An owner or occupier of a Lot shall take all reasonable steps to ensure that his or her invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another Lot or of any person lawfully using Common Property.

7. By-Law 7 – Depositing rubbish etc on Common Property

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

8. By-Law 8 – Appearance of Building

An owner or occupier of a Lot shall not, except with the consent in writing of the Body Corporate, hang any washing, towel, bedding, clothing or other article or display any sign, advertisement, placard, banner, pamphlet or like matter on any part of his or her Lot or on Common Property in such a way as to be visible from outside the Building. An owner or occupier of a Lot shall not, except with the consent in writing of the Body Corporate make or cause to be made any change or alteration whatsoever to the exterior of the Lot which can be seen from another Lot, the Common Property or from outside the Scheme. An owner or occupier must apply under By-Law 33 for the approval of the Body Corporate to alter the appearance of the Building.

9. By-Law 9 – Storage of flammable liquids etc

An owner or occupier of a Lot shall not, except with the consent in writing of the Body Corporate, use or store upon his or her Lot or upon the Common Property any flammable chemical, liquid or gas or other flammable material, other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

10. By-Law 10 – Garbage disposal

An owner or occupier of a Lot shall:-

- (a) unless the Body Corporate provides some other means of disposal of garbage, maintain within his or her Lot, or on such part of the Common Property as may be authorised by the Body Corporate, in a clean and dry condition and adequately covered, a receptacle for garbage; and
- (b) comply with all council local laws relating to the disposal of garbage; and
- (c) ensure that the health, hygiene and comfort of the owner or occupier of any other Lot is not adversely affected by his or her disposal of garbage.

An owner or occupier of a Lot shall not place any object or item in the garbage chutes or in the general vicinity of the garbage chutes located at each lift core in the Building which is inappropriate or which might break or shatter or cause damage or injury in the garbage chutes or at the collection points in the basement of the Building. Any damage or blockage resulting from misuse or negligence shall be borne by the relevant owner whether caused by the actions of the owner, members of the household, occupiers, servants, tenants, agents or guests.

11. By-Law 11 – Keeping of animals

- 11.1. An owner or occupier must not bring onto or keep any animal/pet on the Scheme Land, unless they have obtained the prior written approval of the Committee or the Body Corporate. The application form for completion can be obtained from the Body Corporate Manager.
- 11.2. An owner or occupier must not permit an Invitee to bring an animal/pet on the Scheme Land, unless the owner or occupier obtains prior written approval of the Committee or the Body Corporate. The application form for completion can be obtained from the Body Corporate Manager.
- 11.3. If written approval has been given by the Committee or the Body Corporate to keep or bring an animal/pet on the Scheme Land, the owner or occupier responsible for the animal/pet may be required by the Committee to comply with conditions, including but not limited to, the following (to the extent applicable):
 - (a) keeping of the animal/pet within the Lot complies with all Gold Coast City Council regulations and local laws (including, but not limited to, compliance with the maximum number of animal/pets permitted to be kept within

the Lot by the Gold Coast City Council). Evidence of registration (where applicable) must be provided within seven (7) days, if requested by the Committee;

- (b) provide a recent photograph of the animal/pet if requested by the Committee;
- (c) keep the animal/pet within the Lot while it is present on the Scheme Land, except when the animal/pet is being brought onto or taken off the Scheme Land, at which time the animal/pet must be carried, transported in an appropriate pet carrier (including a wheeled carrier), restrained by way of a leash or otherwise appropriately restrained;
- (d) not allow the animal/pet to roam on Common Property or into other Lots;
- (e) not leave the animal/pet unattended on Common Property (including in a vehicle);
- (f) not attach the animal/pet by rope or leash to any item either on Common Property or to a vehicle standing on Common Property;
- (g) not bring the animal/pet into the swimming pool and recreation areas contained on the Scheme Land;
- (h) ensure that the animal/pet (if it is a dog or a cat) wears a collar and identification tag that contains the relevant Owner or Occupier's details including their name, address and telephone number;
- (i) take all reasonable steps to ensure the animal/pet does not damage Common Property, and if it does, promptly repair any damage caused;
- (j) take all reasonable steps to ensure the animal/pet does not defecate or cause any mess on Common Property, and if it does, clean it up immediately using an enzymatic cleaner designed for neutralising odours (not household detergent);
- (k) ensure that any animal/pet litter or waste is promptly and effectively disposed of in the Body Corporate's garbage bins, including that any waste put in the Scheme's garbage bins is double bagged to avoid spillage or noxious odours;
- (l) take reasonable steps to ensure the animal/pet does not make noise, or otherwise cause a nuisance, that would interfere unreasonably with any person's use or enjoyment of another Lot or Common Property;
- (m) take reasonable steps to minimise the transmission of airborne allergens by regular vacuuming of the Lot and grooming of the animal/pet;
- (n) ensure the animal/pet is given all necessary vaccinations and required annual booster shots. Evidence of vaccinations/booster shots (where applicable) must be provided within seven (7) days, if requested by the Committee;
- (o) ensure that the animal/pet is kept in good health and is free from fleas and parasites and provide a veterinary certificate confirming the animal/pet's good health and vaccination history within seven (7) days, if requested by the Committee;
- (p) not allow or authorise the keeping of additional, replacement or substitute animal/pets in the Lot that have not been approved by the Committee or the Body Corporate; and
- (q) comply with any other reasonable conditions specified by the Committee when granting the approval.

11.4. The Committee or Body Corporate may revoke its approval if it reasonably considers that the conditions of approval have not been, or are not being, complied with. The relevant owner/occupier must remove the animal/pet from the Scheme Land within a reasonable period of time (as nominated by the Committee or Body Corporate) after the approval has been revoked.

11.5. The approval process required by this by-law does not apply to a person who has the right to be accompanied by a guide, hearing or assistance dog under the *Guide, Hearing and Assistance Dogs Act 2009*. However, the conditions contained within by-law 11.3 (except by-law 11.3(g)) that the Committee deems reasonable will apply to such dogs brought into and/or kept in the Scheme.

(a) This by-law does not apply to fish.

12. By-Law 12 – Aerials

An owner or occupier of a Lot shall not erect outside wireless and television aerials or satellite receivers without the prior written consent of the Body Corporate and any other relevant authority having jurisdiction.

13. By-Law 13 – Structural Alterations

An owner or occupier of a Lot shall not make any structural alteration to any Lot (including any alterations to gas, water or electrical installations) without the prior written consent of the Body Corporate.

14. By-Law 14 – Tradesmen

An owner or occupier of a Lot shall not directly instruct any contractors or workmen employed by the Body Corporate unless so authorised.

15. By-Law 15 – Interior

Each owner or occupier of a Lot shall be responsible for the interior maintenance and decoration of the Lot.

16. By-Law 16 – Windows and Plate Glass

An owner or occupier of a Lot shall at their expense keep the windows and any plate glass in the Lot clean and promptly replaced with new glass of the same kind and weight if broken or cracked.

17. By-Law 17 – Water

An owner or occupier of a Lot shall not waste water and shall ensure that all water taps in the Lot are promptly turned off after use.

18. By-Law 18 – Water Apparatus

The water closets, conveniences and other water apparatus including waste pipes and drains shall not be used for any purpose other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance shall be deposited therein. Any damage or blockage resulting to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence shall be borne by the relevant owner whether caused by the actions of the owner, members of the household, occupiers, servants, tenants, agents or guests.

19. By-law 19 – Damage to Services

An owner or occupier of a Lot shall give the Body Corporate prompt notice of any accident to or defect in the water pipes, gas pipes, electric or gas installations or fixtures and the Body Corporate by its agents or servants shall have authority in the circumstances having regard to the urgency involved to enter a Lot, examine or make such repairs or renovations as they may deem necessary for the safety and preservation of the Building or parcel as often as may be necessary and such entry shall not constitute trespass.

20. By-Law 20 – Vermin

An owner or occupier of a Lot shall keep the Lot clean and take all practicable steps to prevent infestation by vermin or insects.

21. By-Law 21 – Infectious Diseases

In the event of any infectious disease which may require notification by virtue of any statute regulation or ordinance happening in any Lot the owner or occupier of such Lot shall give written notice and any other information which may be required to the Body Corporate and shall pay to the Body Corporate the expenses incurred by the Body Corporate of disinfecting the Lot and any other part of the Building required to be disinfected and replacing of any articles or things the destruction of which may be rendered necessary by such disease.

22. By-Law 22 – Insurance

An owner or occupier of a Lot shall not bring to, do or keep anything in his Lot which may void any insurance policy in respect of the Building, the Lot, or Common Property, increase the rate of fire insurance on the Building or any Lot or Common Property or conflict with the laws, regulations or ordinances relating to fires or any insurance policy upon the Building or any Lot or Common Property.

23. By-Law 23 – Sound

- (a) All musical instruments, radios, television sets and sound equipment shall be controlled so that the sound is reasonable and does not cause any annoyance to the other owners or occupiers of Lots.
- (b) An owner or occupier of a Lot shall not hold or permit to be held any social gathering in the Lot in which there shall occur any noise which interferes with the peace and quietness of any other owner or occupier of a Lot, at any time of day or night.
- (c) The volume of radio, television receivers or sound equipment shall be kept as low as possible at all times and they shall not be operated between the hours of 10.00pm to 8.00am in such a manner as to be audible at all, to any other owner or occupier of a Lot.
- (d) An owner or occupier of a Lot shall not permit any musical instrument to be practised or played upon or any avoidable noise to be made in a Lot between the hours of 10.00pm to 8.00am.
- (e) Quiet playing of musical instruments is permissible to a reasonable extent at any time during the hours of 8.00am to 10.00pm. Practising during the said hours is permissible but not longer than one hour at a time, or for a total of more than three hours in any day. The Body Corporate shall have the sole right to determine what is reasonable in respect of this By-law.

24. By-Law 24 – Disturbance

- (a) Owners and occupiers of Lots shall request guests leaving after 11.00pm to leave quietly and quietness shall be observed when an owner or occupier of a Lot returns to the Building after 10.00pm and before 7.00am.
- (b) In the event of any unavoidable noise in a Lot at any time the owner or occupier shall take all practical means to minimise the annoyance to other owners or occupiers of Lots including closing all doors, windows and curtains of the Lot.

25. By-Law 25 – Removals

An owner or occupier shall not move any furniture, piano or safe into or out of any Lot without prior notice given to the Body Corporate and the moving must be done in the manner and at the time directed by the Body Corporate or any residential building caretaker.

26. By-Law 26 – Security

- (a) An owner or occupier of a Lot shall securely fasten all doors and windows to his Lot on all occasions when the Lot is left unoccupied and the Body Corporate, its servants, agents or the residential building caretaker shall have the right to enter without committing trespass and fasten any doors or windows.
- (b) Owners and Occupiers shall ensure any Common Property doors or opening devices are securely fastened and locked as appropriate (subject to any fire safety regulations).
- (c) The Body Corporate may operate a security system under which:
 - (i) parts of the Common Property are secured against entry by unauthorised persons; and
 - (ii) locks and other security devices or procedures are used to implement the security system
- (d) The Body Corporate is not liable for any loss or damage suffered to persons or property because:
 - (i) the security system fails or there is unauthorised entry to any part of the Common Property; or
 - (ii) the security system is not operating.

- (e) If the Body Corporate, in the exercise of any of its powers under these By-Laws, restricts the access of owners or occupiers to any part of the Common Property by means of any lock or similar security device, it may make such number of keys or operating systems as it determines, available to owners or occupiers of Lots free of charge and thereafter may at its discretion, make additional numbers thereof available to owners or occupiers upon payment of such reasonable charges therefore as may be determined from time to time by the Body Corporate.
- (f) An owner or occupier of a Lot to whom any key or any operation system is given pursuant to these By-Laws shall exercise a high degree of caution and responsibility in making the same available for use by any other person using or occupying a Lot and shall take reasonable precautions (which shall include an appropriate covenant in any lease or licence of a Lot to any such Occupier) to ensure return thereof to the owner or occupier, upon the user or occupier ceasing to be a user or occupier.
- (g) An owner or occupier of a Lot into whose possession any key or operating system referred to in these By-Laws has come shall not without the prior approval in writing of the Body Corporate duplicate the same or cause or permit the same to be duplicated and shall take all reasonable precautions to ensure that the same is not lost or handed to any person other than another owner or occupier of a Lot and is not disposed of otherwise than by returning it to the Body Corporate.
- (h) An owner or occupier of a Lot who is issued with a key or operating system referred to in these By-Laws shall immediately notify the Body Corporate if the same is lost or misplaced.

27. By-Law 27 – Access

- (a) Upon 24 hours written notice (except in the case of an emergency, when no notice shall be required), the Body Corporate, its servants, agents and contractors or the building manager shall be permitted by an owner or occupier to enter into the Lot to inspect, maintain, repair or renew pipes, wires, cables and ducts in the Lot not capable of being used in connection with the enjoyment of any other Lot or Common Property, or to maintain, repair or renew Common Property, or to ensure that the By-Laws are being observed.
- (b) Such maintenance, repair or renewal shall be at the expense of the owner or occupier of the Lot in cases where the need for such maintenance, repair or renewal is due to any act or default of the owner or occupier or their guests, servants or agents.
- (c) If not so permitted they may effect an entry and such entry shall not constitute trespass.
- (d) The Body Corporate, in exercising this power, shall ensure that its servants, agents and employees cause as little inconvenience to the owner or occupier of the Lot as is reasonable in the circumstances.

28. By-Law 28 – Copies

A copy of these By-Laws (or a summary approved by the Body Corporate) shall be exhibited in a prominent place by the Lot owner in any Lot made available for letting.

29. By-Law 29 – Compliance

The duties and obligations imposed by these By-Laws on an owner or occupier of a Lot shall be observed not only by the owner or occupier but also by their guests, servants, employees, agents, children, invitees and licensees.

30. By-Law 30 – Recovery

Where the Body Corporate expends money on false fire alarm fees or to make good any damage caused by a breach of the Body Corporate and Community Management Act 1997 or any Body Corporate agreement or these By-Laws by any owner or occupier of a Lot or the guests, servants, employees, agents, children, invitees or licensees of the owner or occupier of a Lot, the Body Corporate shall be entitled to recover from the owner of the Lot at the time when the breach occurred the amount so expended as a liquidated debt.

31. By-Law 31 – Sales

While the Original Owner remains an owner or occupier of any Lot(s) in the Building, it and its officers, servants or agents shall be entitled to use any Lot(s) of which it is a registered owner or occupier as (a) display Lot(s) and/or sales office and shall be entitled to allow prospective purchasers or prospective lessees to inspect any Lot(s) and

shall be entitled to use such signs, posters, placards, banners, advertising or display material in or about the Building and Common Property as it thinks fit.

32. By-Law 32 – Throwing Objects

An owner or occupier of a Lot shall not throw or allow to fall or permit or suffer to be thrown or fall any object or substance out of the windows or doors or down the staircase, passages or skylights, from balconies, from the roof or in passageways of the Building or any part of the Common Property. Any damage or costs for cleaning or repair caused by a breach of this By-Law and any consequential damages or costs arising therefrom shall be borne by the owner or occupier concerned.

33. By-Law 33 – External Appearance

(a) The Body Corporate Committee may establish rules and standards (including specifications) in relation to items affecting the outside appearance of the Building and owners and occupiers of Lots must comply with any such rules and standards. Owners and occupiers of Lots are prohibited from closing in balconies or terraces (which must remain unenclosed with no shutters, glazing, louvres or similar permanent structures) and must not erect any structures or change any existing structure on the outside of the Lot or Building except:

- (i) in accordance with any statutory approval or approval of any Authority having jurisdiction; and
- (ii) the change has prior written approval from the Body Corporate.

(b) The Body Corporate may set standards and design criteria for shutters, glazing, louvers or similar permanent structures to indicate to owners what standard and designs are likely to be approved by the Body Corporate.

34. By-Law 34 – Window Coverings

An owner or occupier of a Lot shall not hang, install, remove or replace any window covering (including, without limitation, a shutter, curtain, curtain backing, blind or window tinting) or any external shade structure unless the colour and design has the prior written consent of the Body Corporate Committee.

35. By-Law 35 – Acoustics

An owner or occupier of a Lot must not, without the prior approval in writing of the Body Corporate Committee and subject to any conditions the committee may impose:-

- (a) remove or install any hard floor surfaces, unless such flooring achieves a weighted standardised impact sound pressure level (L_{ntw}) of 50db and be suitably acoustically treated; or
- (b) interfere with any ceiling acoustic treatment.

The Body Corporate Committee may require an owner, at the owner's expense, to have any hard floor surface acoustically tested to ensure that minimum requirements are achieved.

This By-Law does not apply to an Original Owner.

36. By-Law 36 - Body Corporate Committee rules

The Body Corporate Committee may make rules and regulations concerning the use and protection of the Building and Common Property including, without limitation, rules and regulations dealing with:-

- (a) visitors;
- (b) booking of recreation areas; and
- (c) building security.

37. By-Law 37 – Cost

If the Body Corporate incurs or is required to pay any costs or expenses (including legal costs calculated on a solicitor and own client basis) in respect of any action taken against any owner or occupier (which expression shall

for the purposes of this By-Law include any former owner or occupier of the relevant Lot) due to default by that owner or occupier in the payment of any moneys to the Body Corporate or breach of the By-Laws or for any other reason such owner or occupier shall forthwith pay on demand to the Body Corporate such costs and expenses which shall be a liquidated debt and payable by the owner or occupier to the Body Corporate.

38. By-Law 38 – By-Laws extend to Occupiers

In these By-Laws where there is a right or licence granted to an owner (for the time being) of a Lot then this right or licence shall also extend to the lawful occupier of such Lot.

39. By-Law 39 – Easements

The Body Corporate shall be empowered to:-

- (a) grant any easement, licence, right of way or any other concession to enable services (ie electricity, telecommunications, communications, gas, drainage, water or sewerage) from any Public Authority or instrumentality, any Federal or State Government department, Authority or Instrumentality or any private person or corporation to pass through under or over Common Property for the benefit of any other person or corporation. Such services may include the provision of manholes or inspection outlets; and
- (b) enter into or be a party to or have the benefit of a grant of easement with any adjoining land owner or the local authority whether pursuant to conditions of Development Approval or otherwise, for any purpose necessary for the use and enjoyment of the parcel or for the benefit of adjoining land owners, the local authority or any other person including, without limitation, for access, services, protection of heritage trees, maintenance of dividing fences, etc.

40. By-Law 40 – Use of Lots

- (a) Subject to paragraph (c), Lots, (other than one Lot which may be used for residential purposes and also for the purposes of carrying out a caretaking and letting business ("Caretaker's Lot") may only be used for residential purposes (and ancillary carparking) and must not be used for any other purpose. The Caretaker's Lot may be used by a residential building caretaker appointed by the Body Corporate as a place to provide caretaking services in respect of the Common Property and letting agent services to owners and occupiers of Lots.
- (b) The Body Corporate may grant to the owner of the Caretaker's Lot the right to carry on the business of managing/caretaking and/or the letting of Lots and for that purpose, may enter into, from time to time, an appropriate agreement or agreements on such terms and conditions as a Body Corporate may deem fit.
- (c) The Original Owner may, in accordance with By-Law 31, use any Lot(s) of which it is registered owner as (a) display Lot(s) and/or sales office, for a period of not more than 2 years.

41. By-Law 41 - Body Corporate empowered to enter into agreements

Without derogating from any powers, authorities, duties and functions conferred or imposed on it by or under the Act or elsewhere under these By-Laws, the Body Corporate shall be empowered to enter into with such person or persons or corporation or corporations as the Body Corporate in its absolute discretion shall decide one or more of the following agreements:-

- (a) an agreement or agreements for the caretaking, management and/or maintenance of the Common Property and the letting of Lots on behalf of owners and occupiers;
- (b) an agreement or agreements for the appointment of a Body Corporate manager for the performance of (inter alia) certain duties and obligations of the secretary and treasurer of the Body Corporate and such other duties and obligations as the Body Corporate shall deem appropriate;
- (c) an agreement or agreements for the purpose of better seeing to the proper functioning, operation and management of the Building and Common Property or for the purposes of ensuring the proper performance of the powers duties, and functions of the Body Corporate and of the committee of the Body Corporate (including agreements with service contractors and service and maintenance contracts in respect of utility services such as mechanical ventilation, fire control equipment and security systems); and

- (d) an agreement or agreements for the supply of services to the Building and incorporating cost sharing arrangements including, without limitation, agreements for the provision and installation of satellite dishes and other telecommunications facilities within or on the Building.

Any such agreements shall be upon such terms and conditions as the Body Corporate shall decide in its absolute discretion.

42. By-Law 42 – Bulk Supply of Utilities

The Body Corporate may at its election supply or engage another person to supply utilities in the Parcel and in such case the following will apply:-

- (a) "Utility" means: electricity, gas, water, telephone services, cable TV and the like;
- (b) the Body Corporate has the power to enter into a contract for the purchase of reticulated Utility, on the most economical basis, for the whole of the Parcel from the relevant authority;
- (c) the Body Corporate has the power to sell reticulated Utility to each owner or occupier in the Parcel provided, however, that in respect of electricity supply, the Body Corporate's charge must not exceed the lowest available tariff to the relevant owner or occupier for supply of the electricity direct from the relevant Electricity Authority;
- (d) each owner or occupier must purchase and use all Utility consumed in the owner's occupier's Lot direct from the Body Corporate and must not purchase Utility from any other source;
- (e) 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;
- (f) the Body Corporate may charge for the services (including for the installation of, and the costs associated with, utility infrastructure for the services) but only to the extent necessary for reimbursing the Body Corporate for supplying the services;
- (g) the Body Corporate may render accounts to each owner or occupier and such accounts are payable to the Body Corporate within fourteen (14) days of the delivery of such accounts;
- (h) in respect of an account which has been rendered pursuant to these By-laws, then a 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;
- (i) in the event that a proper account for the supply of reticulated Utility is not paid by its due date for 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;
- (j) 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;
- (k) 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.

43. By-Law 43 – Foyer access special privileges

Pursuant to the provisions of the Body Corporate and Community Management Act 1997, owners and occupiers of Lots on each level will have the special privilege of that part of Common Property consisting of the foyers on their respective levels so that a security system can ensure that only Authorised Persons may access each level.

"Authorised persons" are those who live on the level, invited by a resident to visit them, Common Property maintenance persons, and the residential building caretaker of the Kirra Surf Apartments Community Titles Scheme or this Scheme.

The Body Corporate will continue to clean and maintain the areas. If necessary the residential building caretaker or chairman of the Body Corporate is authorised to identify the special privilege areas.

44. By-Law 44 – Carpark Space – Exclusive Use

- (a) The owner of each Lot identified in Schedule E of this Community Management Statement has exclusive use of the carpark space allocated to that Lot in Schedule E of this Community Management Statement or as allocated by the original owner by notification to the Body Corporate within 12 months of the date of recording of the first community management statement for the Scheme.
- (b) The registered owners of lots may at any time swap exclusive use carpark areas. Written notification of any such swap shall be provided by all owners involved in a swap to the Body Corporate. The Body Corporate shall, at the relevant owners' cost, register a new community management statement to record any reallocation of exclusive use carpark areas.
- (c) The Body Corporate shall clean and maintain the exclusive use area.
- (d) The carpark may only be used to park vehicles. Owners and occupiers may not store anything in the carpark unless it is in a locker approved by the Body Corporate.

45. By-Law 45 – Storage Space – Exclusive Use

- (a) The owner of each Lot identified in Schedule E of this Community Management Statement has exclusive use of the storage space allocated to that Lot in Schedule E of this Community Management Statement or as allocated by the original owner by notification to the Body Corporate within 12 months of the date of recording of the first Community Management Statement for the Scheme.
- (b) The registered owners of Lots may at any time swap exclusive use storage areas. Written notification of any such swap shall be provided by all owners involved in a swap to the Body Corporate. The Body Corporate shall, at the relevant owners' cost, register a new community management statement to record any reallocation of exclusive use storage areas.
- (c) The Body Corporate shall clean and maintain the exclusive use area.

46. By-Law 46 – Auction Sale

- (a) An owner or occupier of a Lot must not permit any auction sale to be conducted or to take place on the Common Property without the written consent of the Body Corporate, but this By-Law does not prohibit an auction sale being conducted in a Lot.
- (b) An owner or occupier of a Lot must not permit any garage sale or similar sale to be conducted or to take place in the garage that forms part of a Lot or any garage area or other area over which that owner or occupier has a right of exclusive use without the written consent of the Body Corporate.

47. By-Law 47 – Swimming Pool and Recreation Areas

- (a) Owners and occupiers may use the swimming pool and recreation areas constructed on the Common Property subject to the following rules which shall, where appropriate, apply to all guests or invitees of the occupiers.
- (b) Guests or invitees, when using the pool, pool area or recreation areas must not number more than four and must be accompanied by the owner or occupier.
- (c) The Body Corporate or any caretaker may close the pool and/or pool area and/or recreation areas for maintenance.
- (d) The owner or occupier of a Lot shall ensure that:

- (i) children below the age of 16 years are not allowed in or around the pool, pool area or recreation areas, unless accompanied by an adult, exercising effective control over them;
 - (ii) glass containers or receptacles of any type are not taken to or allowed to remain in or around the pool, pool area or recreation areas;
 - (iii) owners, occupiers, guests or invitees shall exercise caution at all times and shall not run, dive, or splash, or behave in any manner that is likely to interfere with the use and enjoyment of the pool, pool area or recreation areas by other persons;
 - (iv) the dress standard for the pool may be altered by the Body Corporate. The present standard shall be in line with the bathing costumes as approved for bathing at the Gold Coast City Council Public Pools, and unless otherwise determined the present standard shall vary in accordance with the Gold Coast City Council standards;
 - (v) drunk and disorderly behaviour is not permitted in the pool or pool area;
 - (vi) any person using the pool or pool area agrees to abide by any additional rules displayed on a notice board in the pool area;
 - (vii) subject to changes made by the Body Corporate, the hours of operation for the pool, will, for the time being be between the hours of 6.00am and 9.00pm each day;
 - (viii) the gates to the pool area must be closed immediately after entry or exit; and
 - (ix) owners, occupiers, guests or invitees must not allow any animal inside the pool area.
- (e) The Body Corporate may operate a booking system in relation to the pool area or any recreation area but will not grant exclusive occupation.

48. By-Law 48 – Building Management Statement

The owners and occupiers of Lots must comply in all respects with the provisions of any Building Management Statement registered against or affecting the Scheme Land.

49. By-Law 49 – Definitions and Interpretation

(a) Definitions

In these By-Laws unless the contrary intention appears a reference to:

“**Body Corporate**” means the body corporate for this Scheme.

“**Building**” means the building(s) contained on the Scheme Land.

“**By-Laws**” means the By-Laws for the Kirra Surf Apartments Community Titles Scheme.

“**Common Property**” means common property in the Scheme.

“**Development**” means the development of Kirra Surf Apartments under the Act to create a mixed use retail and residential complex together with a basement level carpark.

“**Kirra Surf Apartments Body Corporate**” means the Kirra Surf Apartments Body Corporate for the Kirra Surf Apartments Community Titles Scheme;

“**Kirra Surf Apartments Community Titles Scheme**” means the community titles scheme which is the principal community titles scheme of which this Scheme is a subsidiary community titles scheme.

“**Lot**” means a Lot in the Scheme.

“**Original Owner**” means Kirra Beach Gold Pty Limited ACN 117 405 919 and its successors and assigns.

“**Scheme**” means the community titles scheme to which this community management statement relates.

“Scheme Land” means the land referred to in Item 4 of this community management statement.

(b) Interpretation

In these By-Laws unless the contrary intention appears:

- (i) a reference to “including” means including by way of non-exhaustive example only;
- (ii) a reference to a statute, ordinance, code or other law includes regulations and under instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (iii) the singular includes the plural and vice versa;
- (iv) a reference to a law or a By-Law includes all amendments or replacements to the law or the By-Law;
- (v) a thing is a reference to the whole of the thing and each part of the thing;
- (vi) words used in the By-Laws and defined in the Act have the same meaning as set out in the Act;
- (vii) where these By-Laws say that something can or must be done by the Kirra Surf Apartments Body Corporate or the Body Corporate then that thing may be done by the relevant Committee unless there is a legal restriction on the relevant Committee in doing so;
- (viii) a person includes corporations and other entities (including, without limitation, a Body Corporate).

(c) Severability

If it is held by a Court of competent jurisdiction that:

- (i) any part of these By-Laws is void, voidable, unenforceable or ultra vires; or
- (ii) these By-Laws would be void, voidable, unenforceable or ultra vires unless some part of them were severed from the remainder of them,

then that part will be severable and severed from these By-Laws but without affecting the continued operation of the remainder.

KIRRA SURF APARTMENTS CTS 38735

BALANCE SHEET

AS AT 30 JUNE 2025

	ACTUAL 30/06/2025	ACTUAL 30/06/2024
<u>OWNERS FUND</u>		
Administration Fund	(6,903.23)	(22,720.03)
Sinking Fund	503,362.33	399,331.81
Bms Fund	0.00	(455.23)
<u>TOTAL</u>	<u>\$ 496,459.10</u>	<u>\$ 376,156.55</u>

THESE FUNDS ARE REPRESENTED BY

CURRENT ASSETS

Cash At Bank	488,485.22	250,608.56
Investment - Boq 1	175,000.00	175,000.00
Investment - Macquarie 1	150,000.00	150,000.00
Petty Cash	500.00	500.00
Prepaid Expenses	24,196.19	19,236.75
Accrued Interest	3,938.32	9,847.46
Levies - Billed Not Yet Due	354,787.50	289,737.73
Levies Rec'd - Not Yet Billed	600.00	7,292.73
Levies In Arrears	2,801.21	3,249.89
Other Arrears	600.63	590.52
Sundry Debtors	4,029.24	5,228.03
<u>TOTAL ASSETS</u>	1,204,938.31	911,291.67

LIABILITIES

G S T Clearing Account	3,161.72	9,704.67
P A Y G Clearing Account	4,757.00	0.00
Provision For Income Tax	(2,603.60)	6,513.60
Creditors	74,929.26	1,329.77
Sundry Creditors	20,795.32	20,455.41
Accrued Expenses	26,723.30	17,470.90
Levies - Billed Not Yet Due	322,534.08	263,397.93
Levies Rec'd - Not Yet Billed	544.74	6,628.98
All Levies Rec'd In Advance	232,738.97	190,723.51
Other Payments In Advance	24,898.42	18,910.35
<u>TOTAL LIABILITIES</u>	708,479.21	535,135.12

KIRRA SURF APARTMENTS CTS 38735

BALANCE SHEET

AS AT 30 JUNE 2025

	ACTUAL 30/06/2025	ACTUAL 30/06/2024
<u>NET ASSETS</u>	<u>\$ 496,459.10</u>	<u>\$ 376,156.55</u>

KIRRA SURF APARTMENTS CTS 38735

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JULY 2024 TO 30 JUNE 2025

	ACTUAL 01/07/24-30/06/25	ACTUAL 01/07/23-30/06/24	BUDGET 01/07/24-30/06/25
<u>ADMINISTRATIVE FUND</u>			
<u>INCOME</u>			
Levies - Administrative Fund	578,600.00	490,000.23	578,600.00
Levies - Insurance	94,000.22	72,269.84	94,000.00
Sundry Income	54.55	654.56	0.00
Interest On Overdue Levies	2,517.99	1,268.46	0.00
<u>TOTAL ADMIN. FUND INCOME</u>	675,172.76	564,193.09	672,600.00
<u>EXPENDITURE - ADMIN. FUND</u>			
<u>BANK CHARGES</u>			
Transaction Fees	63.55	57.34	70.00
<u>BODY CORPORATE MANAGEMENT</u>			
Audit Assistance Fee	1,092.00	1,001.00	1,050.00
Business Activity Statements	1,060.00	1,060.00	1,100.00
Disbursements	12,201.16	13,831.96	14,000.00
Secretarial Fees - Additional	4,501.50	3,441.99	3,000.00
Secretarial Fees	11,568.38	11,106.88	11,440.00
Disbursements - Additional	2,613.85	1,362.45	1,500.00
<u>CARETAKER</u>			
Caretaker Contract	233,763.87	224,455.09	232,310.00
<u>CLEANING</u>			
Cleaning - General	19,954.56	17,444.11	20,000.00
Cleaning - Materials	1,732.77	1,292.39	1,300.00
Cleaning - Windows	15,700.00	15,400.00	15,500.00
<u>COMMUNITY POWER</u>			
Electricity Contract	48,392.70	54,992.70	55,000.00
<u>COUNCIL FEES</u>			
Backflow Registration	1,900.28	1,490.68	1,500.00
Refuse Service	(779.48)	524.38	0.00
<u>FIRE CONTROL</u>			
Fire - Contract	14,868.36	10,513.35	7,800.00
Fire - Repairs & Maintenance	18,331.09	13,704.54	10,000.00
Fire - False Alarms	1,456.10	5,824.40	3,000.00
Fire - Qfes Monitoring	2,121.13	2,121.13	2,200.00
<u>GENERAL EXPENSES</u>			

KIRRA SURF APARTMENTS CTS 38735

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JULY 2024 TO 30 JUNE 2025

	ACTUAL	ACTUAL	BUDGET
	01/07/24-30/06/25	01/07/23-30/06/24	01/07/24-30/06/25
<u>INSURANCE</u>			
Insurance - Premiums	79,169.22	66,140.84	86,664.00
Insurance - Stamp Duty	7,162.87	5,941.87	7,334.00
Insurance - Claims	33,898.76	2,000.00	2,000.00
Insurance - Refunds	(28,898.76)	0.00	0.00
<u>LIFT EXPENSES</u>			
Lift - Contract	49,061.52	47,522.55	50,000.00
Lift - Repairs & Maintenance	3,775.00	1,912.50	2,000.00
Lift - Registration Fee	1,949.72	1,732.68	1,800.00
<u>PEST CONTROL</u>			
Pest Control	2,450.00	5,500.00	6,000.00
<u>POOL EXPENDITURE</u>			
Pool - Gas	27,387.23	28,744.33	30,000.00
Pool - Repairs & Maintenance	6,718.35	7,796.14	8,000.00
<u>PROFESSIONAL FEES</u>			
Audit Fees	1,910.00	1,820.00	1,900.00
Legal Fees	2,036.99	4,802.83	3,000.00
Prep Of Income Tax Return	220.00	220.00	240.00
Work Place Health & Safety	335.45	745.45	900.00
<u>REPAIRS & MAINTENANCE</u>			
R & M - Building	37,538.88	15,084.61	30,000.00
R & M - Gardens & Grounds	4,560.94	6,165.06	3,000.00
R & M - Electrical	12,196.05	7,881.15	8,000.00
R & M - Gym Equipment	1,620.00	2,178.64	2,000.00
R & M - Locksmiths	919.40	0.00	500.00
R & M - Plumbing	15,613.94	17,665.47	15,000.00
R & M - Security System	624.25	1,461.26	1,500.00
<u>SECURITY</u>			
Security	8,208.49	7,295.08	9,062.00
<u>TELEPHONE</u>			
<u>YEAR END ADJUSTMENTS</u>			
Prior Year Adjustment	355.84	0.00	0.00
<u>TOTAL ADMIN. EXPENDITURE</u>	659,355.96	612,234.85	649,670.00
<u>SURPLUS /(DEFICIT)</u>	\$ 15,816.80	\$ (48,041.76)	\$ 22,930.00

KIRRA SURF APARTMENTS CTS 38735

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JULY 2024 TO 30 JUNE 2025

	ACTUAL	ACTUAL	BUDGET
	01/07/24-30/06/25	01/07/23-30/06/24	01/07/24-30/06/25
Opening Admin. Balance	(22,720.03)	25,321.73	(22,720.03)
<u>ADMINISTRATIVE FUND BALANCE</u>	<u>\$ (6,903.23)</u>	<u>\$ (22,720.03)</u>	<u>\$ 209.97</u>

KIRRA SURF APARTMENTS CTS 38735

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JULY 2024 TO 30 JUNE 2025

	ACTUAL 01/07/24-30/06/25	ACTUAL 01/07/23-30/06/24	BUDGET 01/07/24-30/06/25
<u>SINKING FUND</u>			
<u>INCOME</u>			
Levies - Sinking Fund	294,999.59	227,925.23	295,000.00
Interest Received	15,449.38	15,638.80	15,000.00
Interest Receivable	(5,909.14)	6,227.42	0.00
Sundry Income	0.00	818.18	0.00
<u>TOTAL SINKING FUND INCOME</u>	304,539.83	250,609.63	310,000.00
<u>EXPENDITURE - SINKING FUND</u>			
Airconditioners	13,605.91	1,763.64	1,800.00
Anchor Point Testing	2,016.00	2,016.00	2,100.00
Building Repairs	13,970.70	24,132.65	20,000.00
Building Wash Down	0.00	18,200.00	0.00
Car Park Drip Trays	11,013.87	0.00	0.00
Electrical	0.00	2,459.69	2,500.00
Exhaust Fans	10,631.82	0.00	0.00
Fire Doors	14,554.25	10,119.63	12,000.00
Fire Equipment	6,882.50	4,207.51	6,000.00
Furniture - Outdoor	3,086.36	4,874.00	4,000.00
Foyer Refurbishment	0.00	460.20	2,000.00
Gym Equipment	1,450.00	0.00	1,600.00
Gardens & Grounds	2,259.09	57,622.79	1,000.00
Doors	1,011.24	4,158.58	0.00
Income Tax	(4,515.50)	6,050.40	6,000.00
Payg Instalments	5,297.00	135.00	135.00
Lighting	0.00	4,522.00	10,000.00
Lift Repairs	4,730.00	0.00	0.00
Painting	0.00	8,480.00	15,000.00
Plant & Equipment	0.00	16,895.45	5,000.00
Pool Area	0.00	135,606.02	6,000.00
Security System	3,885.31	3,885.31	4,300.00
Signage	4,960.00	1,370.65	5,000.00
Stormwater Pump	17,440.00	0.00	0.00
Waterproofing	88,230.76	73,607.03	95,000.00
<u>TOTAL SINK. FUND EXPENDITURE</u>	200,509.31	380,566.55	199,435.00
<u>SURPLUS/(DEFICIT)</u>	\$ 104,030.52	\$ (129,956.92)	\$ 110,565.00

KIRRA SURF APARTMENTS CTS 38735

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JULY 2024 TO 30 JUNE 2025

	ACTUAL	ACTUAL	BUDGET
	01/07/24-30/06/25	01/07/23-30/06/24	01/07/24-30/06/25
Opening Sinking Fund Balance	399,331.81	529,288.73	399,331.81
<u>SINKING FUND BALANCE</u>	<u>\$ 503,362.33</u>	<u>\$ 399,331.81</u>	<u>\$ 509,896.81</u>

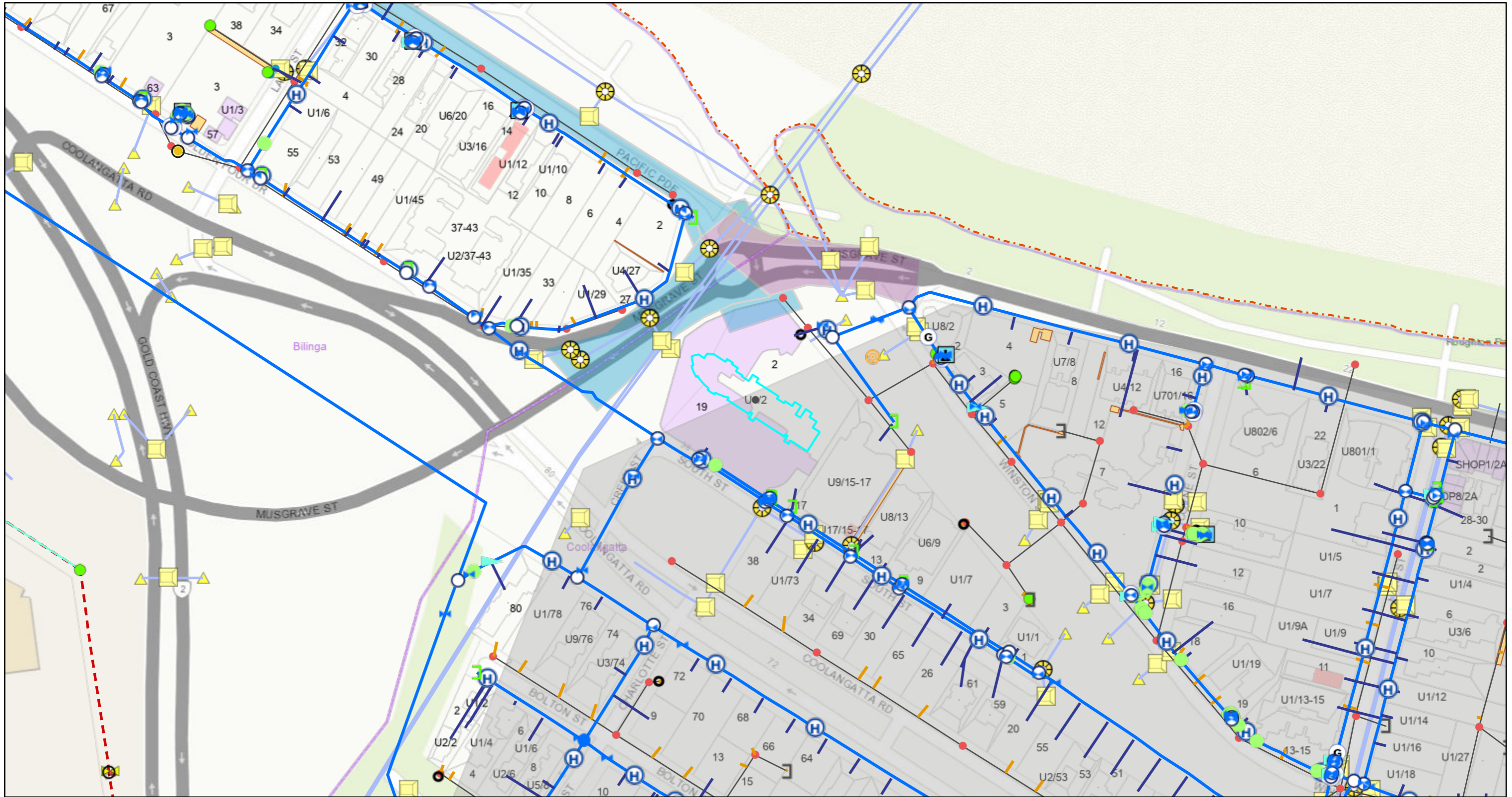
KIRRA SURF APARTMENTS CTS 38735

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JULY 2024 TO 30 JUNE 2025

	ACTUAL	ACTUAL	BUDGET
	01/07/24-30/06/25	01/07/23-30/06/24	01/07/24-30/06/25
<u>BMS FUND</u>			
<u>INCOME - BMS FUND</u>			
Reimb. - Retail Lots	4,139.33	8,570.45	0.00
Reimb. - Residential Lot	14,642.58	26,104.92	0.00
<u>TOTAL INCOME BMS FUND</u>	18,781.91	34,675.37	0.00
<u>EXPENDITURE - BMS FUND</u>			
Bms Driveway	0.00	1,500.00	0.00
Bms Repairs & Maintenance	0.00	20,295.48	0.00
Bms Fire Equipment	18,326.68	12,879.88	0.00
<u>TOTAL EXPENSES BMS FUND</u>	18,326.68	34,675.36	0.00
<u>SURPLUS/DEFICIT BMS FUND</u>	\$ 455.23	\$ 0.01	\$ 0.00
Opening Balance Bms Fund	(455.23)	(455.24)	(455.23)
<u>BALANCE BMS FUND</u>	\$ 0.00	\$ (455.23)	\$ (455.23)

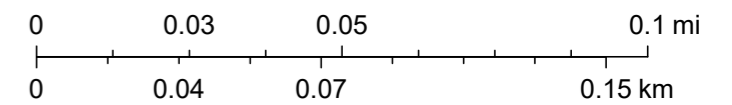
As Constructed Assets



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- | | | | | | | |
|--------------------------|-----------------------------|----------------------------------|------------------------|-------------------------|-------------------------------|------------------------------|
| Easement | Water Fitting
Cross Link | Other | Junction | Maintenance Shaft | Manhole | Easement |
| Capital_Works
2017-18 | End | Water Hydrant Potable | Tee | Pump Station | Drainage Pipe | Strata (Lot) |
| 2018-19 | Gibault | Works Sewer Pump | Other | Rising or Pressure Main | Stormwater Monitoring Station | Volumetric |
| 2024-25 | Sampling Point | Water Service Connection Potable | Scour | Not Categorised | Stormwater End Structure | Cadastral Natural Boundaries |
| Other | T - Joint | Potable Water Pipe | Sewer Connection | Sewer_Pipe_Non_Pressure | Locality Boundaries | Addresses |
| LGA_Boundary | Taper | Sewer Fitting | Sewer Maintenance Hole | Drainage Pit | Cadastral parcels | |
| Water Valve | | End Cap | Maintenance Hole | Inlet Gully | Base | |



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A pool safety certificate is required in Queensland when selling or leasing a property with a regulated pool. This form is to be used for the purposes of sections 246AA and 246AK of the *Building Act 1975*.

1. Pool safety certificate number

Identification number:

2. Location of the swimming pool

Property details are usually shown on the title documents and rates notices

Street address:

Postcode

Lot and plan details:

Local government area:

3. Exemptions or alternative solutions for the swimming pool (if applicable)

If an exemption or alternative solution is applicable to the swimming pool please state this. This will help provide pool owners with a concise and practical explanation of the exemption or alternative solution. It will also help to ensure the ongoing use of the pool and any future modifications do not compromise compliance with the pool safety standard.

4. Pool properties

Shared pool

Non-shared pool

Number of pools

5. Pool safety certificate validity

Effective date:

/ /

Expiry date:

/ /

6. Certification

I certify that I have inspected the swimming pool and I am reasonably satisfied that, under the *Building Act 1975*, the pool is a complying pool.

Name:

Pool safety inspector licence number:

Signature:

Other important information that could help save a young child's life

It is the pool owner's responsibility to ensure that the pool (including the barriers for the pool) is properly maintained at all times to comply with the pool safety standard under the *Building Act 1975*. High penalties apply for non-compliance. Parents should also consider beginning swimming lessons for their young children from an early age. Please visit

<https://www.qbcc.qld.gov.au/your-property/swimming-pools/pool-safety-standard> for further information about swimming pool safety. This pool safety certificate does not certify that a building development approval has been given for the pool or the barriers for the pool. You can contact your local government to ensure this approval is in place.

Privacy statement

The Queensland Building and Construction Commission is collecting personal information as required under the *Building Act 1975*. This information may be stored by the QBCC, and will be used for administration, compliance, statistical research and evaluation of pool safety laws. Your personal information will be disclosed to other government agencies, local government authorities and third parties for purposes relating to administering and monitoring compliance with the Building Act 1975. Personal information will otherwise only be disclosed to third parties with your consent or unless authorised or required by law.

RTI: The information collected on this form will be retained as required by the *Public Records Act 2002* and other relevant Acts and regulations, and is subject to the Right to Information regime established by the *Right to Information Act 2009*.

This is a public document and the information in this form will be made available to the public.