



QLD FORM 2 SELLER'S DISCLOSURE

14/111-113 GOLDEN FOUR DRIVE,
BILINGA QLD 4225

PROUDLY POWERED BY

www.qldform2.com



Seller disclosure statement



Queensland
Government

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

Rose Isabella Manson

Seller

Property address

(referred to as the "property" in this statement)

Lot on plan description

Community titles scheme or BUGTA scheme:

Is the property part of a community titles scheme or a BUGTA scheme:

Yes

No

*If **Yes**, refer to Part 6 of this statement for additional information*

*If **No**, please disregard Part 6 of this statement as it does not need to be completed*

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 *Land Title Act 1994* showing interests registered under that Act for the property. **Yes**

A copy of the plan of survey registered for the property. **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	<p>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>):</p> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> <p>Medium density residential</p> </div>
Transport proposals and resumptions	<p>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</p> <p>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</p> <p><i>If Yes, a copy of the notice, order, proposal or correspondence must be given by the seller.</i></p>
<p>* <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.</p>	
Contamination and environmental protection	<p>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</p> <p>The following notices are, or have been, given:</p> <p>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</p> <p>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</p> <p>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</p>
Trees	<p>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</p> <p><i>If Yes, a copy of the order or application must be given by the seller.</i></p>
Heritage	<p>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</p>
Flooding	<p>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.</p>
Vegetation, habitats and protected plants	<p>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.</p>

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 type="checkbox"/> Yes	<input checked="" 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.

Body Corporate and Community Management Act 1997	The property is included in a community titles scheme. <i>(If Yes, complete the information below)</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Community Management Statement	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. 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.	<input checked="" type="checkbox"/> Yes	
Body Corporate Certificate	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. <i>If No</i> — An explanatory statement is given to the buyer that states: » 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.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Statutory Warranties	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.		
Building Units and Group Titles Act 1980	The property is included in a BUGTA scheme <i>(If Yes, complete the information below)</i>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Body Corporate Certificate	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. <i>If No</i> — An explanatory statement is given to the buyer that states: » 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. 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.	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Signatures – SELLER

Signed by:

65A71840DFD342D...

Signature of seller

Manson, Zachary

Name of seller

4/13/2026

Date

Signed by:

7A3471AD591F4CC...

Signature of seller

Manson, Rose

Name of seller

4/13/2026

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: 55669647

Search Date: 07/04/2026 12:52

Title Reference: 50669701

Date Created: 20/06/2007

Previous Title: 15571018
50020583

REGISTERED OWNER

Dealing No: 720348368 23/10/2020

ROSE ISABELLA MANSON
ZACHARY CHANDLER MANSON JOINT TENANTS

ESTATE AND LAND

Estate in Fee Simple

LOT 14 SURVEY PLAN 166072
Local Government: GOLD COAST
COMMUNITY MANAGEMENT STATEMENT 36854

EASEMENTS, ENCUMBRANCES AND INTERESTS

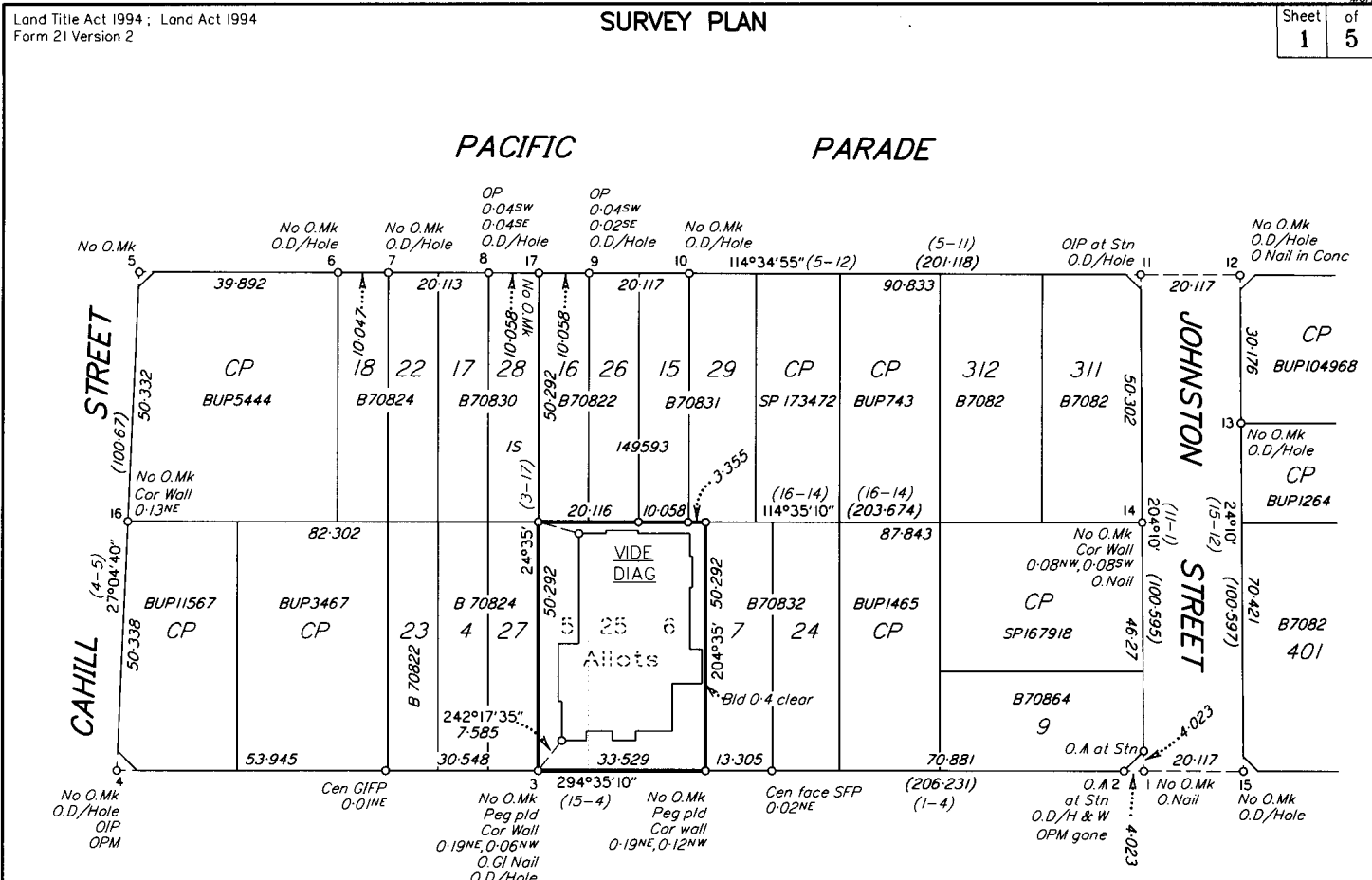
1. Rights and interests reserved to the Crown by
Deed of Grant No. 15571018 (ALLOT 6 SEC 3)
Deed of Grant No. 15571080 (ALLOT 25 SEC 3)
2. MORTGAGE No 720348369 23/10/2020 at 14:07
NATIONAL AUSTRALIA BANK LIMITED A.C.N. 004 044 937

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 [2026]
Requested By: D-ENQ DYE & DURHAM (S)



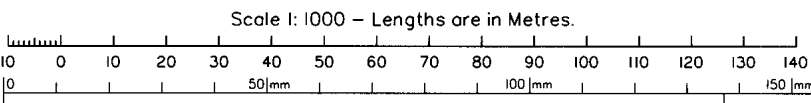
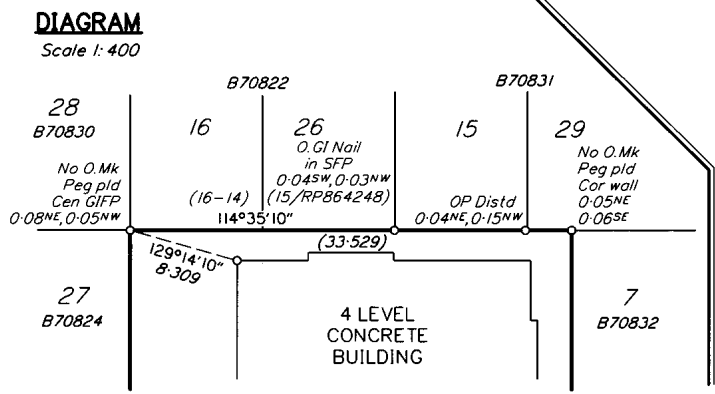
REFERENCE MARKS

STN	TO	ORIGIN	BEARING	DIST	
1	O.Nail in Conc	7/SP167918	200°18'15"	18.651	
2	O.D/H & W in Conc	3/RP864248	115°44'	2.055	
3	O.Gl Nail in Cen SFP	7/RP864248	24°32'	0.163	New Ref
3	O.D/Hole in Conc	7/RP864248	204°26'	1.820	New Ref
3	Nail in Conc		182°09'	3.908	
3	Gl Nail in Bit		204°41'	15.81	
4	OIP	3/RP174488	27°04'40"	3.051	New Ref
4	O.D/Hole in Kb	11/SP167918	296°24'30"	3.523	New Ref
5	Nail in Conc		4°47'25"	13.603	
6	O.D/Hole in Conc	7/RP174488	24°35'	1.5	
7	O.D/Hole	3/IS149593	80°35'30"	1.7	
8	O.D/Hole in Kb	4/IS149593	23°35'30"	3.612	
9	O.D/Hole in Kb	6/IS149593	29°13'40"	13.0	
10	O.D/Hole in Kb	8/IS149593	27°40'	3.631	New Ref
11	O.D/Hole in Conc	3/SP167918	34°00'40"	1.461	
11	OIP	2/RP864248	at Station	1.5	
12	O.D/Hole in Conc	2/RP174488	23°33'	1.5	
12	O.Nail in Conc	4/SP167918	312°50'10"	2.633	
13	O.D/Hole in Kb	6/IS105519	294°03'	3.885	
14	O.Nail in Kb	5/SP167918	108°04'30"	3.574	
15	O.D/Hole in Conc	2/IS110797	244°15'	1.534	

PERMANENT MARKS

PM	ORIGIN	BEARING	DIST	NO	
4-OPM	11/SP167918	322°52'40"	18.747	74174	New Ref
15-PM		225°31'40"	3.072	155762	
2-OPM gone	3/RP864248	218°05'	3.443	19617	

BASE PARCEL AREA 1686m²



I, Kevin Maurice HOLT hereby certify that the land comprised in this plan was surveyed by Jonathan Keith PRATT (Surveying Graduate), for whose work I accept 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 15/6/2006.

20.10.2006
Date
K Holt
Cadastral Surveyor

Plan of Lots 1-18 and Common Property

Cancelling Lot 6 on B70832 and Lot 25 on RP864248

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

Meridian: **SP167918** F/N's: **No**

Scale: **1:1000**

Format: **BUILDING**

SP166072

Plan Status:

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

WD+RE 1/16/07 **710559354**
710704693
\$1417.60
\$1417.60
18/06/2007 12:12
GC 400 NT

Registered

5. Lodged by
BUGDEN LAWYERS GC917
PO Box 9170
Gold Coast MC 9726
555 20600
(Include address, phone number, reference, and Lodger Code)

1. Certificate of Registered Owners or Lessees.
I/We **JEWELBRACE PTY LTD ACN 103 133 035**

(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.

M. Heenan
Signature of *Registered Owners *Lessees
Sole Director



6. Existing			Created		
Title Reference	Lot	Plan	Lots	Emts	Road
15571018	6	B70832	2-6,8-12,14-18 & CP		
50020583	25	RP864248	1-18 & CP		

MORTGAGE ALLOCATIONS

Mortgage	Lots Fully Encumbered	Lots Partially Encumbered
708188665	1 - 18	-
708745552	1 - 18	-

* Rule out whichever is inapplicable

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 17th day of April 2007

David Andrew Lohoar
Authorising Officer #

[Signature] #

* 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

3. Plans with Community Management Statement :

CMS Number : 36762 36854
Name : **PACIFIC COVE APARTMENTS**

4. References :

Dept File :
Local Govt : AV5908/06/01
Surveyor : **30857**

1,7 & 13	Allots 5 & 25 of Sec.3
2,4,5,8,10,11,14,16,& 17	Allots 6 & 25 of Sec.3
3,6,9,12,15,18 & CP	Allots 5,6 & 25 of Sec.3
Lots	Orig

7. Portion Allocation :

8. Map Reference :
9641-43434

9. Locality :
BILINGA

10. Local Government :
GOLD COAST CITY COUNCIL

11. Passed & Endorsed :

By : **Kevin Maurice Holt**
Date : 20.10.2006
Signed : *[Signature]*
Designation : **Cadastral Surveyor**

Development Approval: 28th February 2005

12. Building Format Plans only.

I certify that:
* As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or road;

~~* Part of the building shown on this plan encroaches onto adjoining lots and road~~

[Signature] **20.10.2006**
Cadastral Surveyor/Director* Date
*delete words not required

13. Lodgement Fees :

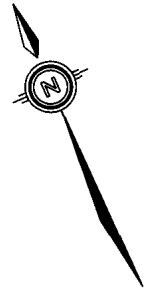
Survey Deposit \$
Lodgement \$
New Titles \$
Photocopy \$
Postage \$
TOTAL \$

14. Insert Plan Number
SP166072

LEVEL A

Scale 1:150

COMMON PROPERTY

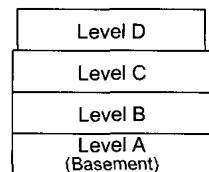


COMMON PROPERTY

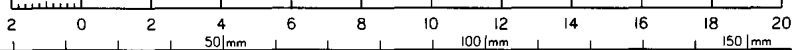
COMMON PROPERTY

LATERAL ASPECT

*Not to Scale
View From Golden Four Drive*



Scale 1: 150 – Lengths are in Metres.

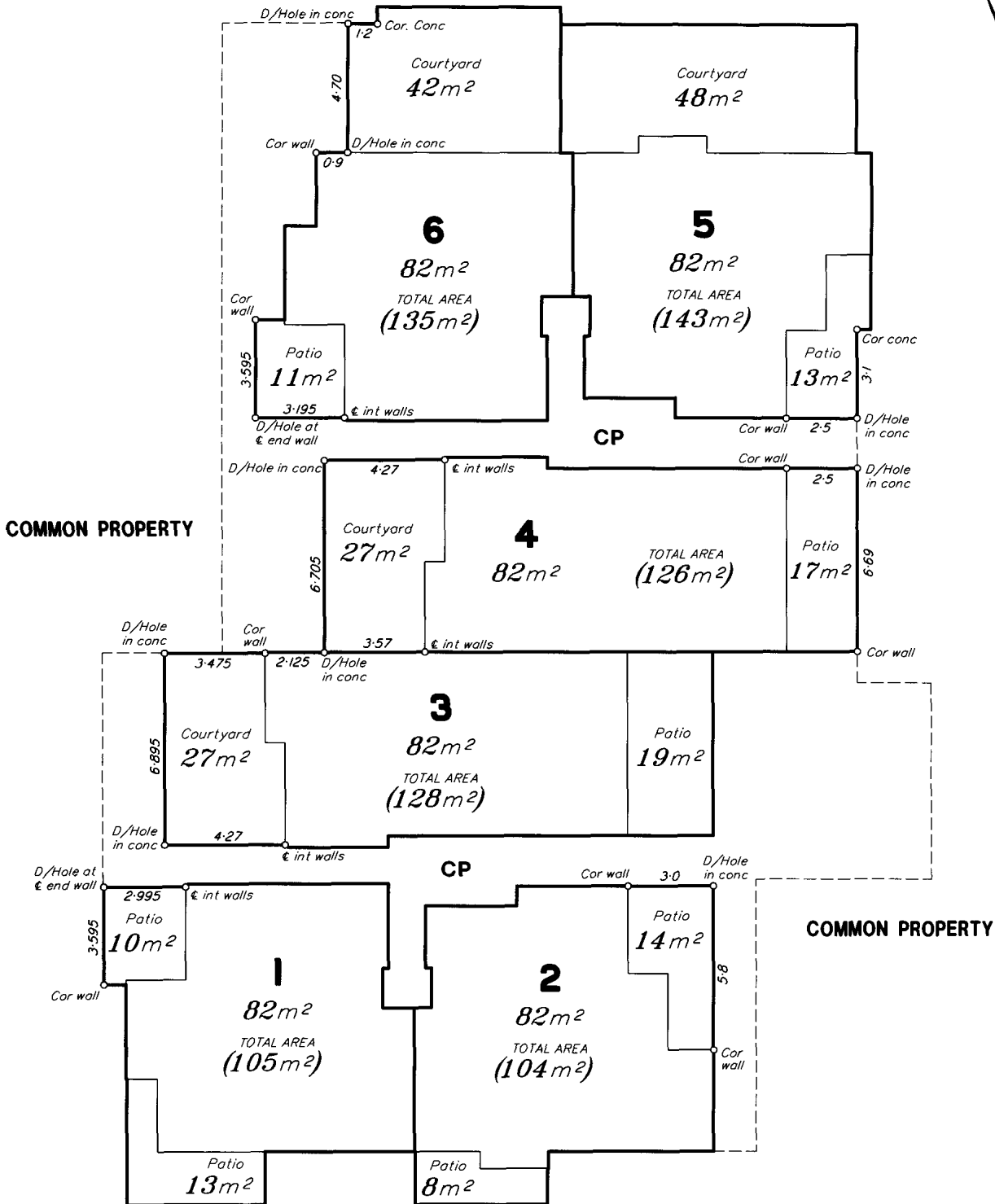
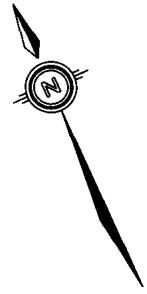


State copyright reserved.

Insert Plan Number **SP166072**

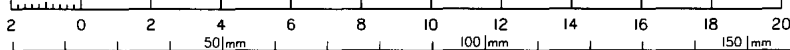
LEVEL B

Scale 1:150



DENOTES LEVEL BELOW

Scale 1: 150 - Lengths are in Metres.

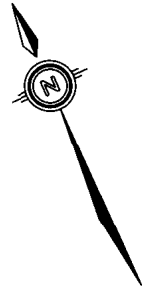


State copyright reserved.

Insert Plan Number **SP166072**

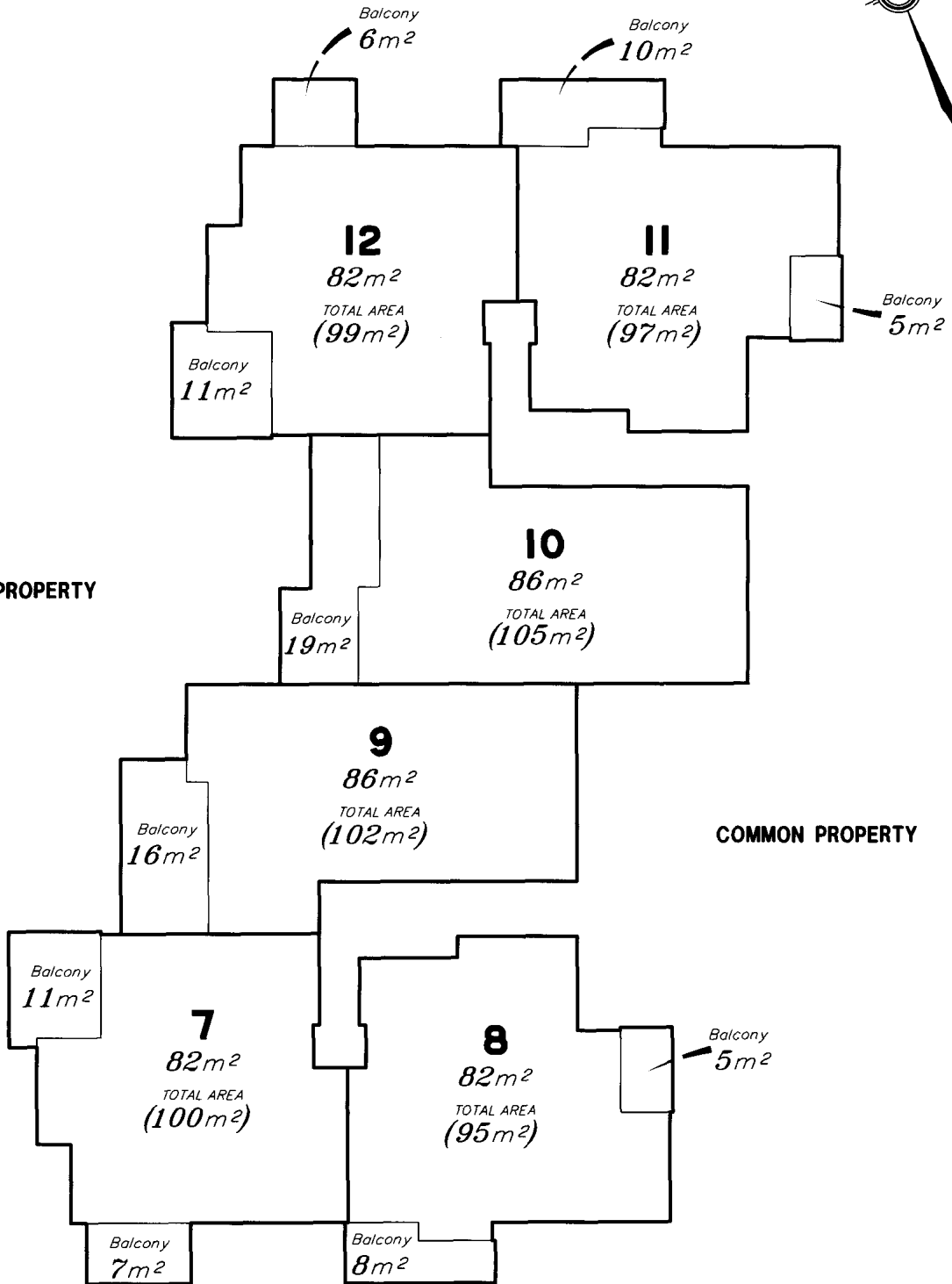
LEVEL C

Scale 1:150

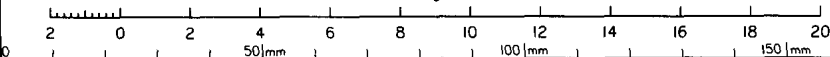


COMMON PROPERTY

COMMON PROPERTY



Scale 1: 150 - Lengths are in Metres.

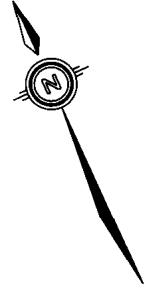


State copyright reserved.

Insert Plan Number **SP166072**

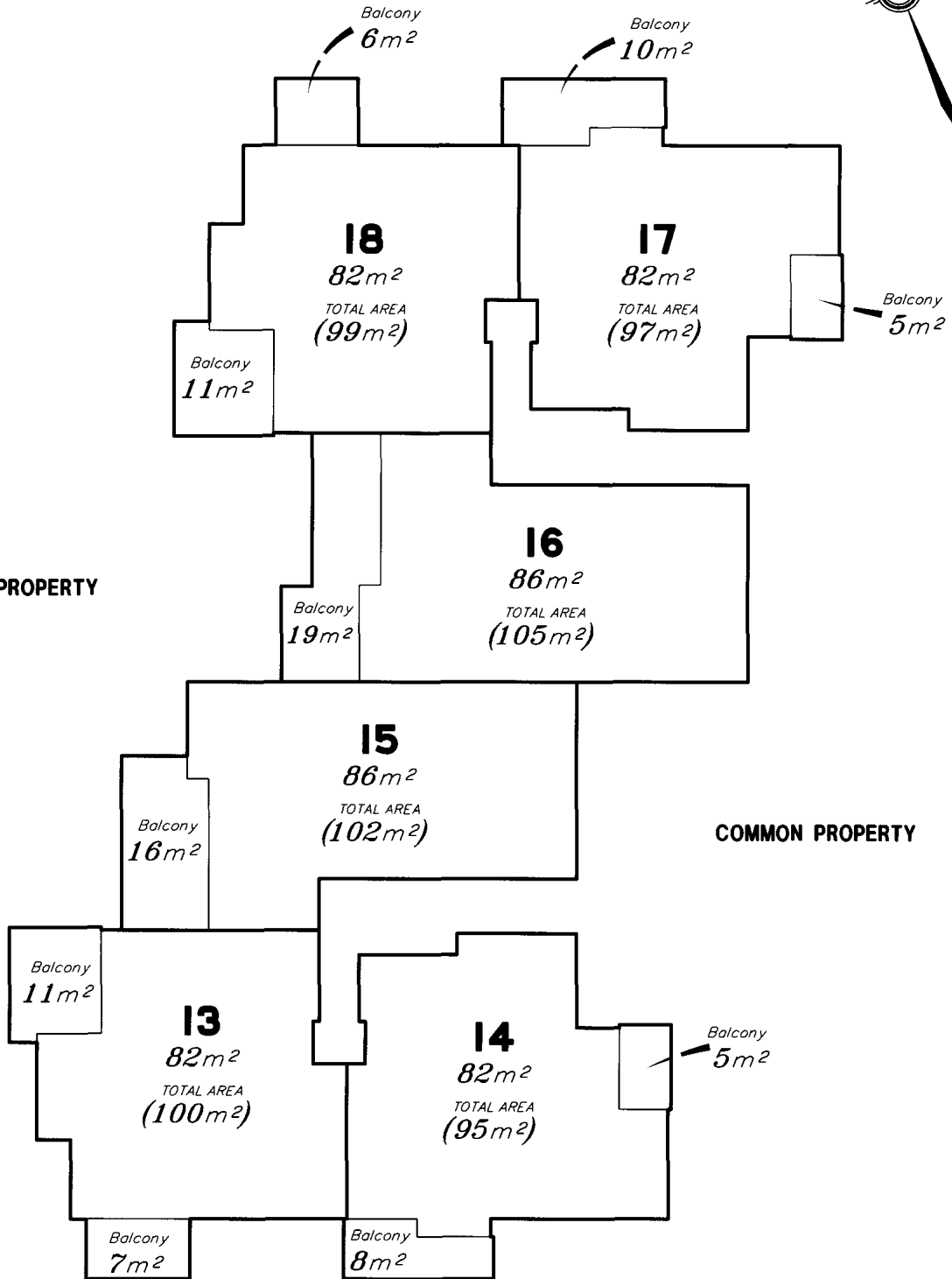
LEVEL D

Scale 1:150

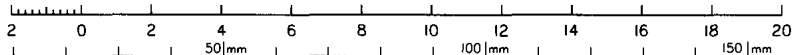


COMMON PROPERTY

COMMON PROPERTY



Scale 1: 150 – Lengths are in Metres.



State copyright reserved.

Insert Plan Number **SP166072**

24

QUEENSLAND LAND REGISTRY
Land Title Act 1994, Land Act 1994 and Water Act 2000

GENERAL REQUEST

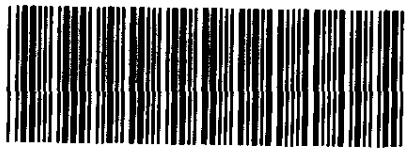
Form 14 Version 3
Page 1 of 1

Duty Imprint

WD + RE 19/6/07



710559307



710704669

\$111.30

\$111.30

18/06/2007 12:11

GC 460

1. Nature of request

Request to Record First Community Management Statement for Pacific Cove Apartments Community Titles Scheme

Lodger (Name, address & phone number)

Bugden Lawyers
Pivotal Point
Level 3, 50 Marine Parade
Southport Queensland 4215
[07] 5552 0600 Ref: DMB:50134

Lodger Code

GC917

2. Lot on Plan Description

County

Parish

Title Reference

Lot 6 on Crown Plan B70832

Ward

Tallebudgera

15571018

Lot 25 on RP 864248

Ward

Tallebudgera

50020583

3. Registered Proprietor/State Lessee

Jewelbrace Pty Ltd A.C.N 103 133 035

4. Interest

Fee Simple

5. Applicant

Jewelbrace Pty Ltd A.C.N 103 133 035

6. Request

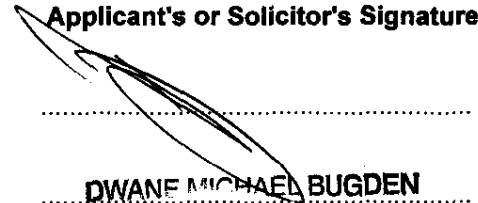
I hereby request that: the first CMS deposited herewith be recorded as the community management statement for Pacific Cove Apartments Community Title Scheme and that 10 Ferry Road Southport Qld 4215 be recorded as the address for service of the body corporate for the Scheme.

7. Execution by applicant

Execution Date

2 15 / 07

Applicant's or Solicitor's Signature


.....
.....
.....

DWANE MICHAEL BUGDEN

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

FIRST COMMUNITY MANAGEMENT STATEMENT

36854

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

CMS LABEL NUMBER

1. Name of community titles scheme	2. Regulation module
PACIFIC COVE APARTMENTS COMMUNITY TITLES SCHEME	STANDARD MODULE


3. Name of body corporate
BODY CORPORATE FOR PACIFIC COVE APARTMENTS COMMUNITY TITLES SCHEME

4. Scheme land	County	Parish	Title Reference
Description of Lot			
See annexure A			

5. Name and address of original owner #	6. Reference to plan lodged with this statement
JEWELBRACE PTY LTD A.C.N 103 133 035 60 KIAMA COURT PIMPAMA QLD 4209	SP 166072

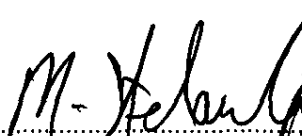
first community management statement only


7. Local Government community management statement notation


 David Andrew Lohoa signed
 Authorising Officer name and designation
 COUNCIL OF THE CITY OF GOLD COAST name of Local Government

8. Execution by original owner

Execution Date
30/10/06


 SOLE DIRECTOR



Title Reference

ANNEXURE A

4. Scheme Land

Description of Lot	County	Parish	Title Reference
Common Property of Pacific Cove Apartments Community Titles Scheme	Ward	Tallebudgera	To issue
Lot 1 on SP 166072	Ward	Tallebudgera	To issue
Lot 2 on SP 166072	Ward	Tallebudgera	To issue
Lot 3 on SP 166072	Ward	Tallebudgera	To issue
Lot 4 on SP 166072	Ward	Tallebudgera	To issue
Lot 5 on SP 166072	Ward	Tallebudgera	To issue
Lot 6 on SP 166072	Ward	Tallebudgera	To issue
Lot 7 on SP 166072	Ward	Tallebudgera	To issue
Lot 8 on SP 166072	Ward	Tallebudgera	To issue
Lot 9 on SP 166072	Ward	Tallebudgera	To issue
Lot 10 on SP 166072	Ward	Tallebudgera	To issue
Lot 11 on SP 166072	Ward	Tallebudgera	To issue
Lot 12 on SP 166072	Ward	Tallebudgera	To issue
Lot 13 on SP 166072	Ward	Tallebudgera	To issue
Lot 14 on SP 166072	Ward	Tallebudgera	To issue
Lot 15 on SP 166072	Ward	Tallebudgera	To issue
Lot 16 on SP 166072	Ward	Tallebudgera	To issue
Lot 17 on SP 166072	Ward	Tallebudgera	To issue
Lot 18 on SP 166072	Ward	Tallebudgera	To issue

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
1 on SP 166072	1	1
2 on SP 166072	1	1
3 on SP 166072	1	1
4 on SP 166072	1	1
5 on SP 166072	1	1
6 on SP 166072	1	1
7 on SP 166072	1	1
8 on SP 166072	1	1
9 on SP 166072	1	1
10 on SP 166072	1	1
11 on SP 166072	1	1
12 on SP 166072	1	1
13 on SP 166072	1	1

Title Reference

14 on SP 166072	1	1
15 on SP 166072	1	1
16 on SP 166072	1	1
17 on SP 166072	1	1
18 on SP 166072	1	1
TOTAL	18	18

The Contribution Schedule Lot Entitlements ("CSLE") and interest Schedule Lot Entitlements ("ISLE") for the Lots in the Scheme are equal.

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

Not applicable

SCHEDULE C BY-LAWS**PACIFIC COVE APARTMENTS COMMUNITY TITLES SCHEME****By-Laws****1. Vehicles**

- 1.1 Save where a valid By-Law made pursuant to the *Body Corporate and Community Management Act 1997* authorises him 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 Committee ('The Committee');
- 1.2 All motor vehicles must be registered and of sound mechanical and physical condition.

2. Private Roads and Other Common Property

The private roadways, pathways, drives and other Common Property and any easement giving access to the land shall not be obstructed by any owner or the tenants, guests, servants, employees, agents, children, invitees, licensees of an owner or any of them or used by them for any purpose other than the reasonable ingress and egress to and from their respective lots or the parking areas provided. An owner or occupier of a lot shall not:

- 2.1 drive or permit to be driven any motor vehicle in excess of two (2) tonnes weight onto or over the Common Property other than such vehicles necessary to complete the construction and/or occupation of any residence erected on the land, and any motor vehicles entitled by any statute and/or local authority ordinances;
- 2.2 permit any invitees' vehicles to be parked on the roadway forming part of the common area at any time. Any invitees shall park their vehicles in the visitors' parking bays on the Common Property and shall use such area only for its intended purpose of casual parking.
- 2.3 permit any boat, trailer, caravan, campervan or mobile home onto, over or through the Common Property.

3. Visitors' Car Park

- 3.1 An owner or occupier of a lot shall not park or stand any motor vehicle or other vehicle upon areas set aside for visitor car parking.
- 3.2 An owner or occupier of a lot shall ensure that their invitees use the visitor car parking area only for its intended purpose of casual parking within the rules set from time to time by the Committee of the Body Corporate.

4. Obstruction

An owner of a lot shall not obstruct lawful use of Common Property by any person.

5. Damage to Lawns etc. on Common Property

An owner or occupier of a lot shall not damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon Common Property or any lot.

6. 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 or any Body Corporate Assets except with the consent in writing of the Committee but this By-Law does not prevent an owner or person authorised by him from installing:-

Title Reference

- 6.1 any locking or other safety device for protection of his lot against intruders;

provided that the locking or other safety device or, as the case may be is constructed in a workmanlike manner, is maintained in a state of good and serviceable repair by the owner and does not detract from the amenity of the building. All doors and windows to the premises shall be securely fastened on all occasions when the premises are left unoccupied and the Committee reserves the right to enter and fasten the same if left insecurely fastened.

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. Use of Recreation Facilities

In relation to the use of the swimming pool, barbecue area, and adjacent areas ("the Recreation Facilities"), an owner or occupier of a lot shall ensure:

- 8.1 that his invitees and guests do not use the same or any of them unless he or another owner or occupier accompanies them;
- 8.2 that children below the age of thirteen (13) years are not in or around the same unless accompanied by an adult owner or occupier exercising effective control over them;
- 8.3 that alcoholic beverages are not taken to or consumed in or around the swimming pool;
- 8.4 that glass containers or receptacles of any type are not taken to or allowed to remain in or around the swimming pool;
- 8.5 that he and his invitees shall exercise caution at all times and shall not run, dive, jump or splash or behave in any manner that is likely to interfere with the use and enjoyment of the Recreation Facilities by other persons;
- 8.6 that no use is made of the Recreation Facilities between the hours of 10.00pm and 6.00am or other hours set from time to time by the Committee of the Body Corporate;
- 8.7 that the owner or occupier and their invitees and guests are suitably attired at all times. What amounts to being suitably attired will be determined by the Committee from time to time;
- 8.8 that the owner or occupier and their invitees and guests obey any lawful direction given to them by the Body Corporate or the Caretaker;
- 8.9 that the owner or occupier and their invitees and guests lock and/or fasten any security gates or doors providing access to and from the recreation facilities at all times.

9. Maintenance of Swimming Pool

An owner or occupier of a lot shall not without proper authority operate, adjust or interfere with the operation of any equipment associated with the swimming pool or add any chemical or other substance to the same.

10. Barbecues

- 10.1 The barbecue area shall not be used between the hours of 10.00pm and 7.00am without the consent of the Committee.
- 10.2 An owner or occupier of a lot shall be suitably attired in the barbecue area at all times and shall ensure that their invitees and guests are also suitably attired at all times. What amounts to being suitable attire will be determined by the Committee from time to time.

11. Rules re Recreational Facilities

The Committee may make rules relating to the use of the swimming pool, barbecue area, function rooms, and

Title Reference

Page 6 of 23

any other facilities in or about the Common Property (and any areas adjacent thereto), not inconsistent with these by-laws and the same shall be observed by the owners unless and until they are disallowed or revoked by a majority resolution at a general meeting of the owners.

12. Instructions to Contractors etc.

The owners of lots shall not directly instruct any contractors or workmen employed by the Committee unless authorized by the Body Corporate or the Committee.

13. Garbage Disposal

An owner or occupier of a lot shall:

- 13.1 save where the Committee provides some other means of disposal of garbage, maintain within his lot, or on such part of the Common Property as may be authorised by the Committee, in clean and dry condition and adequately covered, a receptacle for garbage;
- 13.2 comply with all local authority by-laws and ordinances relating to the disposal of garbage;
- 13.3 ensure that the health, hygiene and comfort of the owner or occupier of any other lot is not adversely affected by his disposal of garbage; and
- 13.4 use the recycle bins or receptacles (if any) that may be provided by the Body Corporate and/or the relevant local authority and separate, where necessary, any garbage so that full use is made of such bins or receptacles.

14. Appearance of Buildings and Signs

- 14.1 Subject to By-Law 32, an owner or occupier of a lot shall not except with the consent in writing of the Committee, hang any washing, towel, bedding, clothing or other article or display any sign, advertisement, placard, banner, pamphlet or like matter on any part of the lot in such a way as to be visible from the Common Property or any other lot. In connection with the hanging of clothing to dry naturally, this is permitted only in the areas (if any) designated by the Committee where facilities are supplied for such needs;
- 14.2 An owner or occupier of a lot shall not, except with the consent in writing of the Committee, permit any boat, trailer, caravan, campervan or mobile home on the Common Property;
- 14.3 An Owner/Manager shall be permitted with the consent of the Committee, which consent will not unreasonably be withheld, to display reasonable signs or notices on the Common Property for the purposes of offering for sale or lease or letting any lot in the Community Titles Scheme, provided that such signs shall be of a standard that shall not detract from the overall appearance of the Common Property;
- 14.4 For the purposes of these by-laws the word "Manager" shall mean the person or corporation who has been appointed by the Body Corporate to carry out the management/caretaking, sale and letting of the lots within the Community Titles Scheme.

15. Inflammable Liquids, Gases or Other Materials

- 15.1 An owner or occupier of a lot shall not bring to, do or keep anything in the lot which shall increase the rate of fire insurance on any property within the Community Titles Scheme or which may conflict with the laws and/or regulations relating to fires or any insurance policy upon any property on the Building Format Plan or the regulations or ordinances of any Public Authority for the time being in force;
- 15.2 An owner of a lot shall not, except with the consent in writing of the Committee, use or store on his 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 including gas barbecues, or such chemical, liquid gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

Title Reference**16. Keeping of Animals**

- 16.1 Subject to this by-law and the provisions of the Act, a Lot Owner or occupier is not to bring or keep an animal on the Lot or on the Common Property without the Body Corporate's written approval.
- 16.2 Written approval may be granted on the following conditions, the pet;
- 16.2.1 Is dry and free of sand, dirt or garden material.
- 16.2.2 Weighs less than ten (10) kilograms;
- 16.2.3 Does not disturb others;
- 16.2.4 Is a domesticated pet;
- 16.2.5 Is toilet trained;
- 16.2.6 Only passes over or through the Common Property for the purposes of ingress and egress to a lot and at all times kept on a lead which is no more than 1 meter in length.
- 16.2.7 Is kept healthy and free of parasites;
- 16.2.8 Where a lot is owned by one or more owners, only one animal per Lot is permitted;
- 16.2.9 No owner or joint owner of more than one Lot in the Scheme is permitted to keep a second or subsequent animal in their second or subsequent Lot;
- 16.3 The Body Corporate may order an animal to be removed from the Scheme if the animal does not comply with all of the criteria set out in this by-law.
- 16.4 However, a deaf or blind person, shall be permitted to keep or bring into a lot or onto the Common Property, a guide dog, as referred to in the *Guide Dogs Act 1971*.
- 16.5 The owner indemnifies and shall keep indemnified the Body Corporate against any loss, damage, injury or claim whatsoever made against the Body Corporate regarding any act on the part of the dog.

17. Auction Sales

Subject to By-Law 32, an owner or occupier of a lot shall not permit any auction sale to be conducted or to take place in the lot or within the Community Titles Scheme without the prior approval in writing of the Committee.

18. Right of Entry

- 18.1 An owner or occupier, upon receiving reasonable notice from the Committee, shall allow the Body Corporate or any contractors, sub-contractors, workmen or other person authorised by it, the right of access to his lot for the purpose of carrying out works, maintenance, reading meters or effecting repairs on mains, pipes, wires or connections of any water, sewerage, drainage, gas, electricity, telephone or other system or service, whether to his lot or to an adjoining lot or for any other purposes permitted under these By-Laws, the Act or the Module.
- 18.2 If in the reasonable opinion of the Committee or the Manager (if any) there is a matter of sufficient emergency no such aforesaid notice will be necessary. Such works or repairs shall be at the expense of the owner or occupier of the lot in the case where the need for such works or repairs is due to any act or default of the owner or occupier or their guests, servants or agents. Any entry pursuant to this By-Law shall not constitute trespass. The Committee or Manager (if any) in exercising the powers under this by-law 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 or for any other purpose permitted under these By-Laws, the Act or the Module applying to this scheme.

19. Noise

- 19.1 An owner or occupier of a lot, their guests, servants or agents shall not make or permit any noise likely to interfere in any way with the peaceful enjoyment of other owners or occupiers of lots or of any person lawfully using the Common Property. In particular, no owner or occupier of a lot shall hold or permit to be held any social gathering in his lot which would cause any noise which unlawfully interferes with the peace and quietness of any other owner or occupier of a lot, at any time of day or night and in particular shall comply in all respects with the Noise Abatement Act 1979, as amended.
- 19.2 In the event of any unavoidable noise in a lot at any time, the owner or occupier thereof shall take all practical means to minimise annoyance to other owners or occupiers of lots by closing all doors, windows and curtains of his lot and also such further steps as may be within his power for the same purpose.
- 19.3 Guests leaving after 11.00pm shall be requested by their hosts to leave quietly. Quietness also shall be observed when an owner or occupier of a lot returns to the lot late at night or early morning hours.
- 19.4 An owner or occupier of a lot shall not operate or permit to be operated upon the Community Titles Scheme any radio, two way radio, short wave radio, transmitter, telecommunication device or electronic equipment so as to interfere with any domestic appliance or apparatus (including a radio or television receiver) lawfully in use upon the Common Property or in any other lot.
- 19.5 The volume of any radio, television or other sound equipment shall be kept as low as possible at all times and shall not be operated in such a manner as to be audible to any other owner or occupier of a lot.
- 19.6 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 such manner as to be audible to any other owner or occupier of a lot.

20. Use of Lots

Subject to any by-law to the contrary, an owner or occupier of a lot shall not use that lot or permit the same to be used otherwise than as a private residence nor for any purpose that may cause a nuisance or hazard or for any illegal or immoral purpose or for any other purpose that may endanger the safety or good reputation of persons residing within the Community Titles Scheme.

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 thereof and any other information which may be required relative thereto to the Committee and shall pay to the Committee the expenses incurred by the Committee of disinfecting the lot and any part of the Common Property required to be disinfected and replacing any articles or things the destruction of which may be rendered necessary by such disease.

22. Fences, Pergolas, Screens, External Blinds or Awnings

An owner or occupier of a lot shall not construct or permit the construction or erection of any fence, pergola, screen, external blind or awning or other structure or outbuilding of any kind within or upon a lot or on Common Property. Any work, alteration, improvement or structure carried out or erected in breach of this by-law may be forthwith removed with or without notice by the Body Corporate, the Manager and each of their respective employees, agents and contractors at the cost of the owner or occupier and any entry on to the lot pursuant to this by-law shall not constitute trespass. This By-Law shall not apply to the original owner.

23. Structural Alterations to the Interior of Lots

- 23.1 The manner and style of any structural fit out or structural alteration to the interior of any lot must have the prior written approval of the Committee and the architect of the Body Corporate at the cost of the lot owner. The Committee and the architect of the Body Corporate shall be entitled to request copies of such plans and specifications as it might consider necessary to enable it to grant its

Title Reference

Page 9 of 23

approval and the owner of a lot shall comply with all such requests PROVIDED HOWEVER that where kitchen facilities are to be installed an extraction system approved by the Committee and relevant statutory authorities must be installed. Any approval given by the Committee and the architect of the Body Corporate will be governed by any rules, regulations and/or approvals of any local statutory authority. This By-Law does not apply to the Original Owner.

- 23.2 The Body Corporate is entitled to make rules and regulations on matters relating to owners and occupiers conducting alterations and renovations to their lot. The rules and regulations will be made available to owners by the Manager upon request of the owner. The Body Corporate and its architect shall provide specific guidelines in relation to alterations of an owner's lot including the installation and type of screen, awning and blinds a lot owner may wish to install. All proposed alterations/renovations of lots, including the installation of awnings, screens and blinds must have the written approval of the Body Corporate and Local Authority prior to commencement.

24. Alterations to the Exterior of Lots

- 24.1 An owner or occupier of a lot shall not paint or re-paint or carry out any work to the exterior of any lot. Any work, alteration, improvement or structure carried out or erected in breach of this by-law may be forthwith removed with or without notice by the Body Corporate, the Manager and each of their respective employees, agents and contractors at the cost of the owner or occupier and any entry on to the lot pursuant to this by-law shall not constitute trespass.

- 24.2 By-Law 24.1 does not apply to the Original Owner whilst it remains a lot owner.

25. Maintenance Responsibility of Alterations to Common Property

Any alteration made to Common Property or fixture or fitting attached to Common Property by any owner of a lot shall, unless otherwise provided by resolution of a general meeting of the Committee, be repaired and maintained by the owner for the time being of such lot.

26. Curtains, Venetian Blinds, Shutters and Window Tinting

An owner shall not hang curtains, install venetian blinds vertical blinds or shutters or apply window tinting visible from outside the lot unless those curtains have a backing of such colour and design as has been approved by the Committee of the Body Corporate. An owner shall not install, renovate and/or replace a curtain backing or window tinting without having the colour and design of same approved by the Committee. In giving such approvals, the Committee shall ensure so far as practicable that curtain backing and window tinting used in all units presents a uniform appearance when viewed from Common Property or any other lot. The Committee may engage an architect and/or other consultants to consider plans and specifications or the monitor any work undertaken. The Body Corporate may recover the cost of any architect or other consultant from the owner of the lot, for which the works have been approved. The Committee may also establish guidelines in relation to any window coverings which must be complied with by any Lot Owner or occupier.

27. Maintenance of Common Property and the Lots

- 27.1 Each owner shall be responsible for the maintenance of his lot, other than that part of the lot which will be maintained by the Body Corporate pursuant to an agreement entered into between the Body Corporate and the owner and shall ensure that his lot is so kept and maintained as not to be offensive in appearance to other lot owners through the accumulation of excess rubbish or otherwise, or through the proliferation of cobwebs on the lot. In particular, and without limitation, an owner or occupier of a lot shall ensure that entries are adequately maintained and not permitted to fall into disrepair and that the eradication of pests is carried out on the lot on a regular basis.

- 27.2 In the event that a lot is not maintained in accordance with By-Laws 27.1 the Committee may notify the owner or occupier in writing that the lot is not maintained in accordance with the By-Laws, and in the event that the owner or occupier of the lot does not in the opinion of the Committee adequately maintain the lot within the time stipulated in the notice, the Committee may direct the Manager to cause the lot to be maintained at the expense of the owner or, occupier thereof.

- 27.3 Where an owner or occupier of a lot has not maintained the lot in accordance with these By-Laws, or

Title Reference

Page 10 of 23

for the purpose of the Body Corporate to maintain the lot, the owner or occupier of the lot as the case may be hereby authorises access to the lot for the Committee and its servants, agents and contractors for the purpose of maintaining the lot in accordance with these By-Laws. The Committee, in exercising this power, shall ensure that servants, agents and contractors cause as little inconvenience to the owner or occupier of the lot as is reasonable in the circumstances.

- 27.4 **Replacement of Glass.** Windows shall be kept clean and promptly replaced by the owner or occupier of the lot at his expense with fresh glass of the same kind and weight as at present if broken or cracked. This by-law shall not prohibit an owner from making a claim on any applicable Body Corporate insurance.
- 27.5 Any maintenance of lots or Common Property shall where reasonably possible in the circumstances only be carried out by the use of natural products that do not contain toxic or poisonous chemicals.
- 27.6 The Body Corporate shall be responsible for the repair, replacement, renewal and maintenance of the Common Property and the Body Corporate assets.

28. Taps

An owner or occupier of a lot shall not waste water and shall see that all water taps in his lot are promptly turned off after use. Should the lot be unoccupied for a period of more than a month, then the stopcock or such other similar device on the hot water system will be turned off.

29. Water Closets

The water closets and conveniences and other water apparatus including waste pipes and drains shall not be used for any purposes 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 owner whether the same is caused by his own actions or those of his servants, agents, licensees or invitees.

30. Behaviour of Invitees

30.1 An owner or occupier of a lot shall take all reasonable steps to ensure that his 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.

30.2 The owner or occupier of a lot shall be liable to compensate the Body Corporate in respect of all damage to the Common Property or personal property vested in it caused by such owner or occupier or their invitees.

30.3 An owner of a lot which is the subject of a lease or licence agreement shall take all reasonable steps, including any action available to him under any such lease or licence agreement, to ensure that any lessee or licensee or other occupier of the lot or their invitees comply with the provisions of the by-laws.

30.4 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 the guests, servants, employees, agents, children, invitees and licensees of such owner or occupier.

30.5 Where the Body Corporate expends money to make good damage caused by a breach of the Act or of 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 or any of them, the Committee shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the owner of the lot at a time when the breach occurred.

30.6 An owner or occupier of a lot shall take all reasonable steps to ensure that their invitees and guests are suitably attired at all times in accordance with the rules of the Body Corporate.

31. Notice of Defect

An owner or occupier of a lot shall give the Committee and/or the Manager prompt notice of any accident to or defect in the water pipes, gas pipes, electric installations or fixtures which comes to his knowledge and the Committee shall have authority by its agents or servants in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as it may deem necessary for the safety and preservation of the building as often as may be necessary.

32. Display Unit

While the Original Owner remains the owner of any lot, it and its officers, servants and/or agents are entitled to use any lot or lots of which it remains the owner as a display unit and are entitled to allow prospective purchasers to inspect any such unit and for such purposes shall be entitled to use such signs, advertising or display material in or about the unit and Common Property as they think fit, such signs shall be attractive and tasteful having regard to the general appearance of the Common Property and shall not at any time and from time to time be more in terms of number and size than is reasonably necessary. The Original Owner, while it remains the owner of any lot, is entitled to conduct auction sales of any lot of which it remains an owner from the area of the lot or from the Common Property.

**33. Title Reference
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 Body Corporate and Community Management Act 1997 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:-

- 33.1 an agreement or agreements for the caretaking, management and/or maintenance of the Common Property and the letting of lots in the Community Tides Scheme on behalf of owners;
- 33.2 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; and
- 33.3 an agreement or agreements for the purpose of better seeing to the proper functioning operation and management of the Community Titles Scheme or building or for the purpose of ensuring the proper functioning of the duties and powers of the Body Corporate and of the Committee of the Body Corporate including any agreement between the Body Corporate and the Original Owner relating to the maintenance of any undeveloped parts of the Community Titles Scheme;
- 33.4 an agreement or agreements to enter into any lease or hire purchase agreement for the purpose of acquiring body corporate assets;
- 33.5 an agreement for the purchase of electricity, gas or similar service;
- 33.6 an agreement for the maintenance of any security systems on or crossing the common property.

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

34. Management/Letting Unit

- 34.1 A Manager's Lot may be used both for residential purposes and for the purposes of management/caretaking of the Community Titles Scheme and/or for the letting of lots in the Community Titles Scheme on behalf of the owners and/or the provision of such services as the Body Corporate may from time to time determine to occupants of lots in the Community Titles Scheme and the owner or occupier of the Manager's Lot may without the consent of the Committee display signs or notices in or within the Community Titles Scheme for the purposes of offering for lease or for letting any lot within the Community Titles Scheme.
- 34.2 All display signs or notices as allowed for in By-law 34.1 shall be attractive and tasteful having regard to the general appearance of the common property and shall not, at any time and from time to time, be more in terms of number and size than is reasonably necessary;
- 34.3 For the purposes aforesaid, the Body Corporate shall grant to the owner of the Manager's Lot the right to carry on within the Community Tides Scheme the business of management/caretaking and/or the letting of lots in the Community Titles Scheme and for that purpose, may enter into, from time to time, an appropriate agreement or agreements on such terms and conditions as the Body Corporate may deem fit. Without derogating from the generality of the aforesaid, the Body Corporate may agree not to allow any person or corporation other than the owner or occupier of the Manager's Lot to use any part of or all of the Community Titles Scheme to carry on or to directly or indirectly engage in or be concerned in the business of management/caretaking of the Community Titles Scheme and/or of the letting of lots within the Community Titles Scheme and/or the providing of any of the services referred to in this by-law.

35. Committee may Employ

The Committee may employ for and on behalf of the Body Corporate such agents and servants as it thinks fit in connection with the exercise and performance of the powers, authorities, duties and functions of the Body Corporate.

36. Correspondence

All complaints or applications to the Body Corporate or its Committee shall be addressed in writing to the Secretary or the Body Corporate Manager of the Body Corporate.

37. Requests to the Secretary

An owner or occupier of a lot shall direct all requests for consideration of any particular matter to be referred to the Committee, to the Secretary, and not to the Chairman nor any member of the Committee.

38. Notices

An owner or occupier of a lot, his servants, agents, licensees and invitees shall observe the terms of any notice displayed in the common property by authority of the Committee or of any statutory authority.

39. Copy of By-Laws to be Produced

Where any lot or Common Property is leased or rented, otherwise than to an owner of a lot, the lessor or, as the case may be, landlord shall produce or cause to be produced to the lessee or tenant for his inspection a copy of the By-Laws for the time being in force in respect of the plan.

40. Power of Committee

The Committee may make rules relating to the Common Property including, but not limited to, rules imposing speed limits in respect of roadways within the Community Titles Scheme, not inconsistent with these By-Laws and the same shall be observed by the owners or occupiers of lots unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Body Corporate.

41. Recovery of Costs (Contributions)

41.1 An owner (which expression shall extend to a mortgagee in possession) shall pay on demand the whole of the Body Corporate's costs and expenses (including Solicitor and own client costs), such amount to be deemed a liquidated debt, incurred in:-

41.1.1 recovering contributions or monies payable to the Body Corporate pursuant to the Body Corporate and Community Management Act 1997 duly levied upon that owner by the Body Corporate or otherwise or pursuant to the By-Laws of the Body Corporate;

41.1.2 all proceedings including legal proceedings concluded in favour of the Body Corporate taken by or against the owner or the lessee or occupier of the owner's lot, including, but not limited to, applications for an Order by the Commissioner, appeals to the Tribunal and appeals to the Court.

41.2 In the event that the owner (or his mortgagee in possession) fails to attend to the payment of such costs and expenses after demand is made for the payment of same, the Body Corporate may:-

41.2.1 treat such costs and expenses as a liquidated debt and take action for the recovery of same in any Court of competent jurisdiction; and

41.2.2 enter such costs and expenses against the levy account of such owner in which case the amount of same shall be paid to the Body Corporate upon a subsequent sale or disposal of the owner's lot failing which the purchaser of such lot shall be liable to the Body Corporate for the payment of same.

41.3 If at the time a person becomes a owner of a lot and another person is liable in respect of the lot to pay interest on a contribution, the owner is jointly and severally liable with the other person for the payment of the interest;

41.4 The amount of any interest is recoverable by the Body Corporate as a liquidated debt.

42. Recovery by Body Corporate

Where the Body Corporate expends money to make good damage caused by a breach of the Act or of these By-Laws by any owner or the tenants, guests, servants, employees, agents, children, invitees or licensees of the owner or any of them, the Committee shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the owner of the lot at the time when the breach occurred.

43. Pay TV

The Body Corporate recognises that there could be an agreement in place with a pay TV carrier for the installation of all cabling, wiring, ducting, conduiting, amplifiers and other necessary equipment required for the provision of pay television to the Community Titles Scheme and each lot and the Body Corporate must:

- 43.1 allow a person to install cabling, wiring, ducting, conduits, amplifiers and any other necessary equipment to enable owners to connect to pay Television;
- 43.2 provide a supply of electricity, at the cost of the Body Corporate, if needed for any component to the pay Television facility that is installed on the Common Property.

44. Insurance

- 44.1 In addition to insurance effected pursuant to the Act the Body Corporate shall insure and keep insured all buildings on the common property and any improvements thereon under a damage policy to the reinstatement or replacement value thereof.
- 44.2 The Body Corporate shall effect in its own name and keep current in respect of all improvements made within the Community Titles Scheme, property damage insurance in an amount nominated by the body corporate in general meeting from time to time. Such insurance shall be taken out with a reputable insurance company and shall cover the re-building and/or repair of the buildings due to damage and destruction by fire, storm, tempest, explosion or any other occurrence usually provided for in such insurance cover.
- 44.3 All insurance premiums payable by the Body Corporate under this By-Law shall be paid from funds contributed to the administrative fund.
- 44.4 An owner shall be responsible for the insurance of owners fixtures as defined in the Act including all electrical equipment, carpets, drapes balcony chattels, public liability and improvements within his lot.
- 44.5 In the event the Body Corporate receives proceeds pursuant to an insurance claim lodged by the Body Corporate in respect of damages to improvements made within the Community Titles Scheme as referred to in by-law 44.2 above, the Body Corporate shall apply all such proceeds received towards re-building and/or repair of the improvements within the Community Titles Scheme due to such damage.

45. Security

- 45.1 The Committee may take all reasonable steps to ensure the security of the parcel and the Body Corporate personal property and the observance of these By-laws and without limiting the generality of the foregoing may:-
 - 45.1.1 close off any part of the Common Property not required for ingress or egress to a Lot or a car parking space on either a temporary or permanent basis or otherwise restrict the access to or use by Owner or occupiers or occupiers of any such part of the Common Property;
 - 45.1.2 permit any designated part of the Common Property to be used by any security person, firm or company (to the exclusion of Owner or occupiers generally) as a means of monitoring the security and general safety of the parcel;
 - 45.1.3 obtain, install and maintain locks, alarms, communication systems and other security devices.
- 45.2 All security equipment installed on common property and used in connection with the provision of security for the Community Titles Scheme shall with the exception of that equipment installed upon any lot be and remain the property of the Body Corporate. All security equipment (with the exception

Title Reference

Page 15 of 23

of that equipment installed upon any lot which shall be maintained at the cost and expense of the owner of the lot) the property of the Body Corporate shall be repaired and maintained at the cost and expense of the Body Corporate.

- 45.3 In no circumstances shall the Body Corporate be responsible to an owner (and the owner shall not be entitled to make any claim for compensation or damages) in the event of a failure of all or any of the security systems put in place by the Body Corporate to operate in the manner in which they are intended. Where the failure to operate arises from a malfunction of the security equipment in a lot, then the owner shall allow the Body Corporate by its servants, agents or contractors to enter upon the lot upon one (1) days notice except in the case where the circumstances require immediate entry, when immediate maintenance of the security equipment within a lot shall be at the cost and expense of the owner of a lot.
- 45.4 The Committee shall be entitled to make rules and regulations for the benefit of all owners regulating the security and the operation of it upon the Community Titles Scheme. Such rules and regulations shall not be inconsistent with these By-Laws. The owners shall ensure compliance with such rules and regulations so made until the same shall have been revoked, amended or altered by a majority resolution of the Body Corporate in general meeting.
- 45.5 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 a lock or similar security device it may make such a number of keys or operating systems as it determines available to Owners or occupiers free of charge and thereafter may at its discretion make additional numbers thereof to Owners or occupiers on payment of such reasonable charge therefore as may be determined from time to time by the Body Corporate;
- 45.6 An Owner or occupier of a Lot to whom any key or operating 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 occupier of a Lot and shall take reasonable precautions (which shall include an appropriate covenant in any lease or licence of a Lot to such Owner or occupier) to ensure return thereof to the Owner or the Body Corporate upon the occupier ceasing to be an occupier;
- 45.7 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 to permit the same to be duplicated and shall take all reasonable precautions to ensure that the same is not lost or handed to any other person other than another Owner or occupier and is not disposed of otherwise than returning it to the Body Corporate;
- 45.8 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;
- 45.9 Any consent or approval given by the Body Corporate pursuant to these By-laws shall, if practicable, be revocable upon notice to the Owner or occupier for the time being having the benefit of such consent or approval.

46 Fire and Safety

Under no circumstances will a lot owner or occupier lock or block off access or ingress or egress from, to or through any safety exit within the scheme.

47 Energy Maintenance System

- 47.1 The Body Corporate shall have the lawful authority from time to time to purchase, rent, lease or otherwise acquire title to and the use of and to have installed, used, run and maintain an energy maintenance system (hereinafter called "EMS") in the building and in such case the following shall apply:-
- 47.1.1 The Body Corporate shall have the power to enter into a contract for the purchase of reticulated electricity on the most economical basis for the whole of the building from the relevant authority;
- 47.1.2 The Body Corporate shall have the power to sell reticulated electricity to each Owner or

Title Reference

occupier/licensee/tenant of a Lot in the building;

- 47.1.3 Each Owner or occupier/licensee/tenant of a Lot shall purchase and use all electricity consumed in his Lot direct from the Body Corporate and shall not purchase electricity from any other source;
- 47.1.4 The Body Corporate shall arrange for the installation of a separate electricity meter for each Lot;
- 47.1.5 The Body Corporate shall not be required to supply to any Owner or occupier/licensee/tenant of a Lot electricity requirements beyond those requirements which the provider or Body Corporate could supply at any particular time;
- 47.1.6 The price to be charged by the Body Corporate to each Owner or occupier/licensee/tenant of a Lot for the supply of reticulated electricity shall be at the same rate and governed by the same conditions as would be imposed from time to time by the relevant authority if such authority were supplying electricity direct to each Owner or occupier/licensee/tenant of a Lot plus charges for the services provided;
- 47.1.7 The Body Corporate shall render accounts to each Owner or occupier/licensee/tenant of a Lot and such accounts shall be payable to the Body Corporate within fourteen (14) days of the delivery of such accounts;
- 47.1.8 In respect of an account which has been rendered pursuant to these By-laws then a Owner of a Lot is liable jointly and severally with any person who was liable to pay that electricity account when the Owner became the Owner of the Lot;
- 47.1.9 In the event that a proper account for the supply of reticulated electricity is not paid by its due date for payment then the Body Corporate shall be entitled to:-
- 47.1.9.1 Recover the amount of the unpaid amount or accounts (whether or not a normal demand has been made) as a liquidated debt due to it in any Court of competent jurisdiction; and/or
 - 47.1.9.2 disconnect the supply of reticulated electricity to the relevant Lot; and
 - 47.1.9.3 The Body Corporate shall not under any circumstances whatsoever be responsible or liable for any failure of the supply of electricity due to breakdowns, repairs, maintenance, strikes, accidents or causes of any class or description.

48 Exclusive Use Car Spaces

- 48.1 Certain owners for the time being of nominated lots in the Scheme shall be entitled to the Exclusive Use for themselves and their licensees of the car space or spaces as designated and identified in Schedule E and the Plans attached thereto the identifying number or numbers of which shall be notified in writing by the original owner to the committee of the Body Corporate within twelve (12) months after the date of registration of the Scheme provided that in respect of those spaces allocated pursuant to this By-law the Committee is hereby authorised to vary the allocations so made and to transpose spaces from one lot to another lot at any time and from time to time on the written request of the owner of the lots involved. The costs of any new Community Management Statement required as a result of a transposition of spaces (including legal costs) shall be paid by the owners of the lots involved.
- 48.2 Each owner to whom exclusive use of the car space or spaces is given, pursuant to this By-law shall use the space or spaces for the purposes of car parking only and shall be responsible for all expenses related to the maintenance and day to day running costs of the area and shall keep same in good, tidy and clean condition at their expense. If any owner occupier fails to keep the exclusive use area clean, then the cost of the Body Corporate removing any rubbish and cleaning the area will be charged to the Owner.
- 48.3 Each Owner or occupier who is entitled to the exclusive use and enjoyment of any of the car parking spaces shall:-

Title Reference

Page 17 of 23

- 48.3.1 keep that to which he is entitled to exclusive use tidy and free from litter;
- 48.3.2 use any of the car parking spaces to which he is entitled for the exclusive use for motor vehicle parking and for no other purpose whatsoever;
- 48.3.3 ensure that no motor vehicle parked within the car parking space shall spill or drop oil or other fluids on the floor of the building;
- 48.3.4 ensure that only one motor vehicle at a time is parked within each of the car parking spaces and then only within the demarked confines of each of the car parking spaces;
- 48.3.5 not sound or permit the horn of any motor vehicle to be sounded in the car park unnecessarily or permit any engine to run for any longer time than is necessary for the purpose of parking a motor vehicle or gaining access to or egress from the car park;
- 48.3.6 in the event of the car park being at any time unsupervised or unattended then each Owner or occupier when entering or leaving the car park shall ensure that the entrance gate is shut immediately after gaining entrance to or leaving the car park;
- 48.3.7 in the event that an Owner or occupier shall be issued with keys to the entrance door in the car park ensure that such entrance gate is locked immediately following the opening and closing thereof.

49 Exclusive Use Storage Areas

- 49.1 Certain owners for the time being of nominated lots in the Scheme shall be entitled to the Exclusive Use for themselves and their licensees of the storage areas as designated and identified in Schedule E and the Plans attached thereto the identifying number or numbers of which shall be notified in writing by the original owner to the committee of the Body Corporate within twelve (12) months after the date of registration of the Scheme provided that in respect of those spaces allocated pursuant to this By-law the Committee is hereby authorised to vary the allocations so made and to transpose spaces from one lot to another lot at any time and from time to time on the written request of the owner of the lots involved. The costs of any new Community Management Statement required as a result of a transposition of spaces (including legal costs) shall be paid by the owners of the lots involved.
- 49.2 Each owner to whom exclusive use of the storage is given, pursuant to this By-law shall use the space for the purposes of storage only and shall be responsible for all expenses related to the maintenance and day to day running costs of the area and shall keep same in good, tidy and clean condition at their expense. If any owner occupier fails to keep the exclusive use area clean, then the cost of the Body Corporate removing any rubbish and cleaning the area will be charged to the Owner
- 49.2.1 Each Owner or occupier who is entitled to the exclusive use and enjoyment of any of the storage spaces shall:-
- 49.2.2 keep that to which he is entitled to exclusive use tidy and free from litter and not store any food stuffs or perishables in the storage area whatsoever;
- 49.2.3 use any of the storage spaces to which he is entitled for the exclusive use for storage and for no other purpose whatsoever;
- 49.2.4 ensure that no items within the storage space shall spill or drop oil or other fluids on the floor of the building;
- 49.2.5 in the event of the storage space being at any time unsupervised or unattended then each Owner or occupier when entering or leaving the storage space shall ensure that the entrance gate is shut immediately after gaining entrance to or leaving the storage space;
- 49.2.6 in the event that an Owner or occupier shall be issued with keys to the entrance door in the storage space ensure that such entrance gate is locked immediately following the opening and closing thereof.

50 Cessation of Exclusive Use

The right or rights conferred on an Owner of the lots mentioned in By-law number 48 and 49 shall cease and determine ipso facto on the extinguishment of the Scheme as defined in the Act.

51 Owner or occupier not to litter

An Owner or occupier shall not throw or allow to fall or permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or any other substance whatsoever out of the windows or doors or down the staircase, passages or sky lights, from balconies, from the roof or in passage ways of the building or atrium. Any damage or cost for cleaning or repair caused by breach hereof shall be borne by the Owner or occupier concerned.

52 Aerials

Outside wireless and television aerials and satellite dishes (or similar devices) may not be erected without written permission of the Committee.

53 Signs

The Owner or occupiers of Lots shall not paint affix or display any sign advertisements notices posters placards banners or like materials to or on any part of the building nor do anything to vary the external appearance of their Lots without the prior consent of the Committee provided always that whilst the original Owner remains a Owner of any Lot in the building, it or its servants and/or agents may without the consent of the Committee paint, affix or display any signs advertisements notices posters placards or banners to or on any part of the building for the purposes of offering for sale any Lot in the building.

54 Vermin

All Lots shall be kept clean and all practicable steps shall be taken to prevent infestation by vermin and/or insects.

55 Removal

Before any furniture fittings or equipment is moved into or out of any Lot due notice must be given to the Caretaker (if any) or Committee and the moving of the same must be done in the manner and at the time directed by the Caretaker (if any) or the Committee.

56 Balcony Gardens

An Owner or occupier of a Lot shall not plant in a balcony garden or place on his balcony plants which may obstruct the view of another Lot or be of a species which may cause damage to the common property or inconvenience to the Owner or occupier of another Lot. An Owner or occupier must ensure that no water runs or seeps from the balcony garden into another Lot or the common property.

SCHEDULE D	OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED
-------------------	--

STATUTORY EASEMENTS

Each Lot in the Scheme is affected by the following statutory easements:

- 1) easement for lateral or subjacent support under section 115N of the Land Title Act 1994;
- 2) easement for utility services and utility infrastructure in accordance with section 115O of the Land Title Act 1994;
- 3) easement for utility services and utility infrastructure in accordance with section 115P of the Land Title Act 1994;
- 4) easement for shelter in accordance with Section 115Q of the Land Title Act 1994;
- 5) easement for projections in accordance with Section 115R of the Land Title Act 1994;
- 6) easement for maintenance of building close to boundary in accordance with Section 115S of the Land Title Act 1994

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

BY-LAW 48 - DESCRIPTION OF ALLOCATED EXCLUSIVE USE TO CAR PARKING SPACES

Description of Lots	Exclusive Use Area
Lot 1 on SP 166072	B1 on attached plan A
Lot 2 on SP166072	G1 on attached plan A
Lot 3 on SP 166072	F1 on attached plan A
Lot 4 on SP 166072	K1 on attached plan A
Lot 5 on SP 166072	N1 on attached plan A
Lot 6 on SP 166072	M1 on attached plan A
Lot 7 on SP 166072	C1 on attached plan A
Lot 8 on SP 166072	D1 on attached plan A
Lot 9 on SP 166072	H1 on attached plan A
Lot 10 on SP 166072	T1 on attached plan A
Lot 11 on SP 166072	L1 on attached plan A
Lot 12 on SP 166072	I1 on attached plan A
Lot 13 on SP 166072	A1 on attached plan A
Lot 14 on SP 166072	J1 on attached plan A
Lot 15 on SP 166072	E1 on attached plan A
Lot 16 on SP 166072	O1 on attached plan A
Lot 17 on SP 166072	R1 & S1 on attached plan A
Lot 18 on SP 166072	P1 & Q1 on attached plan A

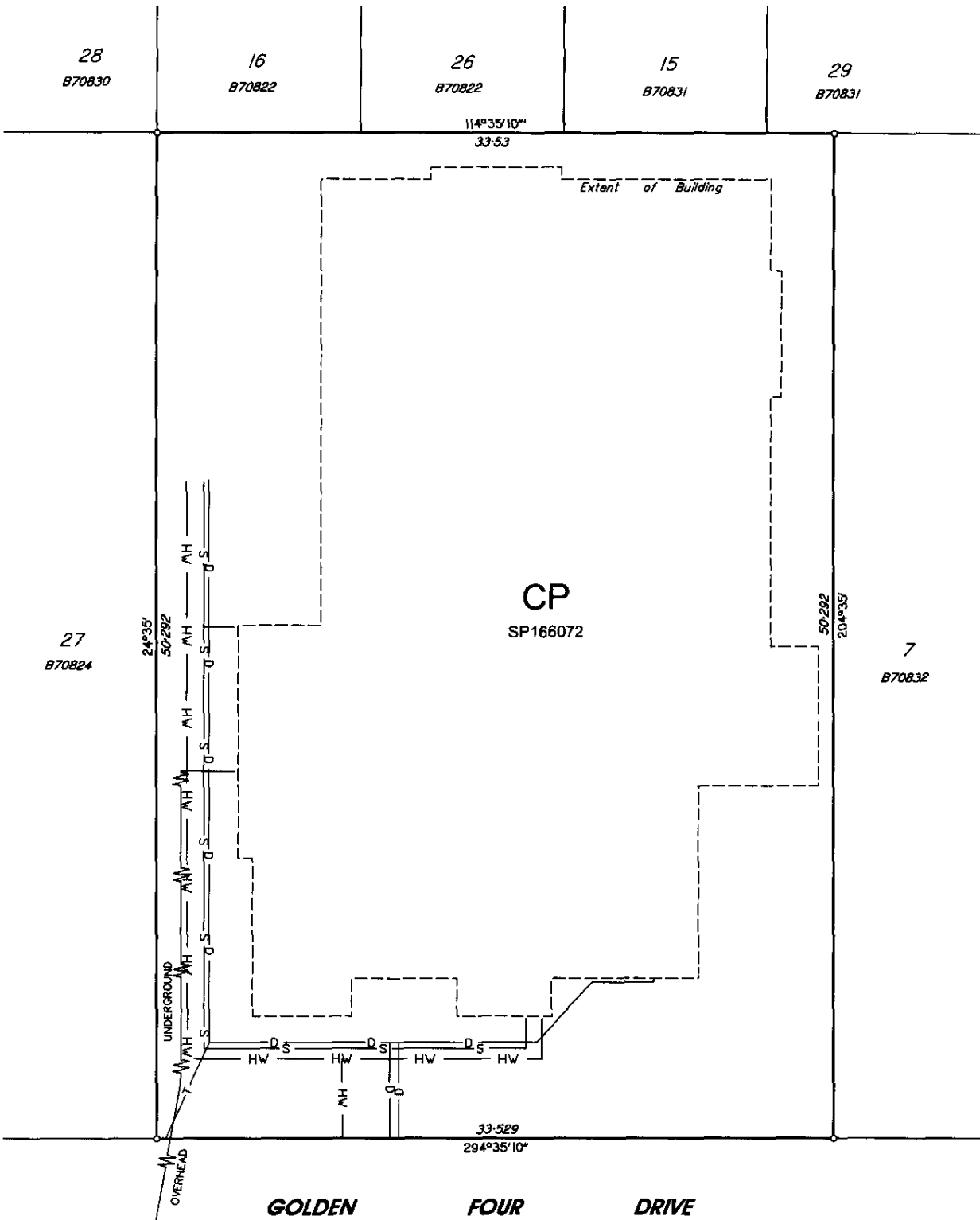
SCHEDULE F DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY

BY-LAW 49 - DESCRIPTION OF ALLOCATED EXCLUSIVE USE TO STORAGE AREAS

Description of Lots	Exclusive Use Area
Lot 1 on SP 166072	B2 on attached plan A
Lot 2 on SP166072	N2 on attached plan A
Lot 3 on SP 166072	L2 on attached plan A
Lot 4 on SP 166072	R2 on attached plan A
Lot 5 on SP 166072	F2 on attached plan A
Lot 6 on SP 166072	E2 on attached plan A
Lot 7 on SP 166072	J2 on attached plan A
Lot 8 on SP 166072	G2 on attached plan A
Lot 9 on SP 166072	O2 on attached plan A
Lot 10 on SP 166072	P2 on attached plan A
Lot 11 on SP 166072	K2 on attached plan A
Lot 12 on SP 166072	Q2 on attached plan A
Lot 13 on SP 166072	A2 on attached plan A
Lot 14 on SP 166072	H2 on attached plan A
Lot 15 on SP 166072	M2 on attached plan A
Lot 16 on SP 166072	I2 on attached plan A
Lot 17 on SP 166072	D2 on attached plan A
Lot 18 on SP 166072	C2 on attached plan A

SERVICES LOCATION DIAGRAM

Sheet 1 of 1



Community Titles Scheme Name:

"PACIFIC COVE APARTMENTS"

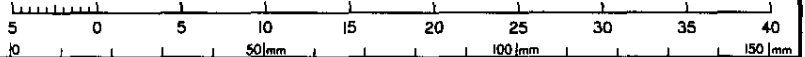
CTS No. _____

Kevin Holt Consulting P/L
Ph 07 3206 0166

Date: 12/12/2005
Ref: 30857

- S — Sewer Line
- D — Stormwater
- W — Electricity
- T — Telecom
- HW — Water

Scale 1: 300 — Lengths are in Metres.





ACTIVE BODY CORPORATE
MANAGERS & CONSULTANTS

Suite 3, 146 Bundall Rd
Bundall QLD 4217
P (07) 5574 0444
E reception@activebodycorporate.com.au

08 April 2026

PACIFIC COVE APARTMENTS CTS 36854
Not registered for GST

Zachary Chandler & Rose

Ref

Re	Lot	14	PACIFIC COVE APARTMENTS CTS 36854
Fee	84.10		Paid

This certificate contains the following information:

Name of the Scheme / Community Title Number / Lot Information / Financial Information pertaining to Lot.

IMPORTANT: This document has been provided in good faith and with all information provided to this office. We accept no liability for any claim due to information not provided to this office either by a previous owner or manager of the body corporate records.

Section 205(5) of the Act provides that the person obtaining this certificate may rely on it against the body corporate as conclusive evidence of the matters stated, except for errors reasonably apparent. The Body Corporate and Community Management Regulation provides that a new owner becomes jointly and severally liable for any contribution, instalment, penalty or other amount payable to the body corporate that is due but unpaid when they become the new owner.

Before settlement, please go to www.stratamax.com.au/cert and enter your Access ID provided to obtain any updates on the figures contained in the attached certificate.

Your access ID: 36854ACTIVE 209790084.

A fee of \$44.00 applies for this service which is payable online. The above Access ID will expire one month from the date of this letter. If you wish to obtain an update directly from us, a fee will apply.

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 08/04/2026

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

PACIFIC COVE APARTMENTS

CTS No. **36854**

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: **Alex Downham**

Company: **Active Body Corporate Management Pty Ltd**

Phone: **0755740444**

Email: **reception@activebodycorporate.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: **14**

Plan type and number: **166072**

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:

Standard

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?

No

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:

listed in the community management statement & given with this certificate

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**

Total contribution schedule lot entitlements for all lots: **18**

Interest schedule

Interest schedule lot entitlement for the lot: **1**

Total interest schedule lot entitlements for all lots: **18**

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 **14** for the current financial year: \$ **2,941.48**

Number of instalments: **4** (outlined below)

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

Monthly penalty for overdue contributions (if applicable): **0.00** %

Period	Due date	Amount due	Amount due if discount applied	Paid
01/06/25 to 31/08/25	01/06/25	763.89	763.89	07/05/25
01/09/25 to 30/11/25	01/09/25	763.89	763.89	21/07/25
01/12/25 to 28/02/26	01/12/25	706.85	706.85	17/11/25
01/03/26 to 31/05/26	01/03/26	706.85	706.85	06/02/26
01/06/26****31/08/26	01/06/26	735.37	735.37	
01/09/26****30/11/26	01/09/26	735.37	735.37	

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

Sinking fund contributions

Total amount of contributions (before any discount) for lot **14** for the current financial year: \$ **1,527.78**

Number of instalments: **4** (outlined below)

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

Monthly penalty for overdue contributions (if applicable): **0.00** %

Period	Due date	Amount due	Amount due if discount applied	Paid
01/06/25 to 31/08/25	01/06/25	277.78	277.78	07/05/25
01/09/25 to 30/11/25	01/09/25	277.78	277.78	21/07/25
01/12/25 to 28/02/26	01/12/25	486.11	486.11	17/11/25
01/03/26 to 31/05/26	01/03/26	486.11	486.11	06/02/26
01/06/26****31/08/26	01/06/26	381.94	381.94	
01/09/26****30/11/26	01/09/26	381.95	381.95	

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): **0.00** %

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): **0.00** %

Due date	Amount due	Amount due if discount applied	Paid
----------	------------	--------------------------------	------

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

Other amounts payable by the lot owner

Purpose Fund Amount Due date Amount

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?

No

Current sinking fund balance (as at date of certificate): \$ 93,988.30

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
------	-------------	------------

Body corporate assets

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

The body corporate does not have any assets that it is required to record in its register

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 Strata Community Insurance	QRSC22002920	10,129,046.00	14,938.71	28/06/26	\$2,000 Insured Property (including Earthquake)
PUBLIC LIABILITY Strata Community Insurance	QRSC22002920	30,000,000.00		28/06/26	
OFFICE BEARERS Strata Community Insurance	QRSC22002920	1,000,000.00		28/06/26	
BUILDING CATASTROPHE Strata Community Insurance	QRSC22002920	1,519,357.00		28/06/26	
COMMON CONTENTS Strata Community Insurance	QRSC22002920	87,498.00		28/06/26	
LOSS OF RENT Strata Community Insurance	QRSC22002920	1,519,357.00		28/06/26	

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
VOLUNTARY WORKERS Strata Community Insurance	QRSC22002920	Insured		28/06/26	
FIDELITY GUARANTEE Strata Community Insurance	QRSC22002920	100,000.00		28/06/26	
LEGAL EXPENSES Strata Community Insurance	QRSC22002920	50,000.00		28/06/26	\$1,000 Legal Defence Expenses and 10% contribution
LOT OWNERS FIXTURES Strata Community Insurance	QRSC22002920	300,000.00		28/06/26	
GOVT. AUDIT COSTS Strata Community Insurance	QRSC22002920	25,000.00		28/06/26	
APPEAL EXPENSES Strata Community Insurance	QRSC22002920	100,000.00		28/06/26	
TERRORISM Strata Community Insurance	QRSC22002920	Insured		28/06/26	
WORKCOVER POLICY WorkCover Queensland	WBA130721725		262.03	30/06/26	NIL

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?

No

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

No

Embedded network electricity supply

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

No

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 Active Body Corporate Management Pty Ltd

Positions/s held Body Corporate Manager

Date 08/04/2026

Signature/s Active Body Corporate Managers & Consultants

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



ACTIVE BODY CORPORATE
MANAGERS & CONSULTANTS

Suite 3, 146 Bundall Rd
Bundall QLD 4217
P (07) 5574 0444
E reception@activebodycorporate.com.au

PACIFIC COVE APARTMENTS CTS 36854

111-113 Golden Four Drive Bilinga Qld 4225

BALANCE SHEET

AS AT 08 APRIL 2026

	ACTUAL 08/04/2026	ACTUAL 31/05/2025
<u>OWNERS FUNDS</u>		
Administrative Fund	15,154.11	10,719.93
Sinking Fund	93,988.30	79,214.56
<u>TOTAL</u>	<u>\$ 109,142.41</u>	<u>\$ 89,934.49</u>
 <u>THESE FUNDS ARE REPRESENTED BY</u>		
 <u>CURRENT ASSETS</u>		
Bank Balance Admin Fund	12,940.54	15,381.37
Bank Balance Sinking Fund	96,201.87	83,928.15
<u>TOTAL ASSETS</u>	<u>109,142.41</u>	<u>99,309.52</u>
 <u>LIABILITIES</u>		
Levies In Advance	0.00	9,375.03
<u>TOTAL LIABILITIES</u>	<u>0.00</u>	<u>9,375.03</u>
 <u>NET ASSETS</u>	<u>\$ 109,142.41</u>	<u>\$ 89,934.49</u>



ACTIVE BODY CORPORATE
MANAGERS & CONSULTANTS

Suite 3, 146 Bundall Rd

Bundall QLD 4217

P (07) 5574 0444

E reception@activebodycorporate.com.au

PACIFIC COVE APARTMENTS CTS 36854

111-113 Golden Four Drive Bilinga Qld 4225

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JUNE 2025 TO 08 APRIL 2026

	ACTUAL	BUDGET	ACTUAL
	01/06/25-08/04/26	01/06/25-31/05/26	01/06/24-31/05/25
<u>ADMINISTRATIVE FUND</u>			
<u>INCOME</u>			
Levies - Administrative Fund	52,946.64	52,946.71	55,000.08
<u>TOTAL ADMIN. FUND INCOME</u>	52,946.64	52,946.71	55,000.08
<u>EXPENDITURE - ADMIN. FUND</u>			
Audit Fees	584.00	500.00	0.00
Strata Pay Trans / Svce	2.75	445.00	43.15
Cleaning	0.00	2,000.00	1,455.00
Debt Recovery Fees	0.00	0.00	38.50
Electricity	3,706.18	3,500.00	3,292.56
Gardening	11,610.50	14,000.00	13,266.00
Income Tax Return Fee	176.00	0.00	176.00
Income Tax Returns	8.75	0.00	0.00
Insurance - Premium	13,745.67	13,745.67	12,258.36
Insurance - Stamp Duty	1,193.04	1,193.04	1,062.64
Insurance - Work Cover	262.03	200.00	200.00
Legal Expenses	534.60	1,000.00	594.00
Management Fees	3,022.50	3,060.00	2,952.18
Management Fees - Admin/Other	937.79	2,503.00	2,301.01
Management Fees - Disbursement	1,194.75	0.00	0.00
Management Fees - Extra Serv	1,782.26	2,000.00	1,975.31
Pool Chemicals	0.00	900.00	869.99
R & M Backflow Device	435.00	200.00	0.00
R & M Fire Control	748.00	1,200.00	1,017.50
R & M Building / General	2,816.00	2,000.00	1,611.23
R & M Electrical	1,317.00	1,500.00	1,155.22
R & M Plumbing	2,076.38	500.00	235.27
R & M Pool	2,048.26	2,000.00	1,912.97
Termite / Pest Control	311.00	500.00	311.00
<u>TOTAL ADMIN. EXPENDITURE</u>	48,512.46	52,946.71	46,727.89
<u>SURPLUS / DEFICIT</u>	\$ 4,434.18	\$ 0.00	\$ 8,272.19
Opening Admin. Balance	10,719.93	10,719.93	2,447.74
<u>ADMINISTRATIVE FUND BALANCE</u>	\$ 15,154.11	\$ 10,719.93	\$ 10,719.93



ACTIVE BODY CORPORATE
MANAGERS & CONSULTANTS

Suite 3, 146 Bundall Rd
Bundall QLD 4217
P (07) 5574 0444
E reception@activebodycorporate.com.au

PACIFIC COVE APARTMENTS CTS 36854

111-113 Golden Four Drive Bilinga Qld 4225

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JUNE 2025 TO 08 APRIL 2026

	ACTUAL 01/06/25-08/04/26	BUDGET 01/06/25-31/05/26	ACTUAL 01/06/24-31/05/25
<u>SINKING FUND</u>			
<u>INCOME</u>			
Levies - Sinking Fund	27,500.04	27,500.00	19,999.98
<u>TOTAL SINKING FUND INCOME</u>	27,500.04	27,500.00	19,999.98
<u>EXPENDITURE - SINKING FUND</u>			
Gardens & Grounds R & M	0.00	0.00	5,148.00
Electrical R & M	1,305.00	0.00	2,745.30
R & M Building / General	11,421.30	15,000.00	450.00
Pool Chlorinator	0.00	0.00	1,530.00
<u>TOTAL SINK. FUND EXPENDITURE</u>	12,726.30	15,000.00	9,873.30
<u>SURPLUS / DEFICIT</u>	\$ 14,773.74	\$ 12,500.00	\$ 10,126.68
Opening Sinking Fund Balance	79,214.56	79,214.56	69,087.88
<u>SINKING FUND BALANCE</u>	\$ 93,988.30	\$ 91,714.56	\$ 79,214.56



ACTIVE BODY CORPORATE
MANAGERS & CONSULTANTS

Suite 3, 146 Bundall Rd
Bundall QLD 4217
P (07) 5574 0444
E reception@activebodycorporate.com.au

PACIFIC COVE APARTMENTS CTS 36854

ABN 36 585 786 489

STATEMENT

Zachary Chandler & Rose
Isabella Manson

Statement Period			
01 Jun 24 to 08 Apr 26			
A/c No	14	Lot No	14
Page Number	1	Unit No	14

Transfer Date: 23/10/20

Date	Type	Details	Reference	Debit	Credit	Balance
		Brought forward				0.00
01/06/24	Administrative Fund	01/06/24 to 31/08/24	I0000266	1,013.89		1,013.89
01/06/24	Sinking Fund	01/06/24 to 31/08/24	I0000284	225.00		1,238.89
04/06/24	Receipt	Administrative Fund	R0000151		1,013.89	225.00
04/06/24	Receipt	Sinking Fund	RA000151		225.00	0.00
24/07/24	Administrative Fund	01/09/24 to 30/11/24	I0000302	1,013.89		1,013.89
24/07/24	Sinking Fund	01/09/24 to 30/11/24	I0000320	225.00		1,238.89
30/08/24	Receipt	Administrative Fund	R0000168		1,013.89	225.00
30/08/24	Receipt	Sinking Fund	RA000168		225.00	0.00
28/10/24	Administrative Fund	01/12/24 to 28/02/25	I0000338	513.89		513.89
28/10/24	Sinking Fund	01/12/24 to 28/02/25	I0000356	330.55		844.44
28/11/24	Receipt	Administrative Fund	R0000188		513.89	330.55
28/11/24	Receipt	Sinking Fund	RA000188		330.55	0.00
28/01/25	Administrative Fund	01/03/25 to 31/05/25	I0000374	513.89		513.89
28/01/25	Sinking Fund	01/03/25 to 31/05/25	I0000392	330.56		844.45
06/02/25	Receipt	Administrative Fund	R0000205		513.89	330.56
06/02/25	Receipt	Sinking Fund	RA000205		330.56	0.00
15/04/25	Administrative Fund	01/06/25 to 31/08/25	I0000410	763.89		763.89
More details on next page...				\$4,930.56	\$4,166.67	\$763.89

Over 90 Days	90 Days	60 Days	30 Days	Current	BALANCE DUE:	Nil
0.00	0.00	0.00	0.00	0.00	Date Paid	Amount Paid



ACTIVE BODY CORPORATE MGT P/L



DEFT Reference Number:
296870694 1000 0000 142



Billers Code: 96503
Ref: 296870694 1000 0000 142

Lot 14/ Unit 14
Pacific Cove Apartments

Visit www.deft.com.au to pay by direct debit.

Internet & Telephone Banking - BPAY

Make this payment from your preferred bank account

BPAY® Registered to BPAY Pty Ltd ABN 69 079 137 518



Pay in-store at Australia Post by cheque or EFTPOS
All cheques must be made payable to:
60 PACIFIC COVE APARTMENTS B.F.P. 36854



*496 296870694 10000000142

TOTAL AMOUNT DUE
DUE DATE

\$0.00



ACTIVE BODY CORPORATE
MANAGERS & CONSULTANTS

Suite 3, 146 Bundall Rd
Bundall QLD 4217
P (07) 5574 0444
E reception@activebodycorporate.com.au

PACIFIC COVE APARTMENTS CTS 36854

ABN 36 585 786 489

STATEMENT

Zachary Chandler & Rose
Isabella Manson

Statement Period			
01 Jun 24 to 08 Apr 26			
A/c No	14	Lot No	14
Page Number	2	Unit No	14

Transfer Date: 23/10/20

Date	Type	Details	Reference	Debit	Credit	Balance
15/04/25	Sinking Fund	01/06/25 to 31/08/25	I0000428	277.78		1,041.67
07/05/25	Receipt	Administrative Fund	R0000224		763.89	277.78
07/05/25	Receipt	Sinking Fund	RA000224		277.78	0.00
15/07/25	Administrative Fund	01/09/25 to 30/11/25	I0000446	763.89		763.89
15/07/25	Sinking Fund	01/09/25 to 30/11/25	I0000464	277.78		1,041.67
21/07/25	Receipt	Administrative Fund	R0000240		763.89	277.78
21/07/25	Receipt	Sinking Fund	RA000240		277.78	0.00
27/10/25	Administrative Fund	01/12/25 to 28/02/26	I0000482	706.85		706.85
27/10/25	Sinking Fund	01/12/25 to 28/02/26	I0000500	486.11		1,192.96
17/11/25	Receipt	Administrative Fund	R0000262		706.85	486.11
17/11/25	Receipt	Sinking Fund	RA000262		486.11	0.00
27/01/26	Administrative Fund	01/03/26 to 31/05/26	I0000518	706.85		706.85
27/01/26	Sinking Fund	01/03/26 to 31/05/26	I0000536	486.11		1,192.96
06/02/26	Receipt	Administrative Fund	R0000277		706.85	486.11
06/02/26	Receipt	Sinking Fund	RA000277		486.11	0.00
More details on next page...				\$8,635.93	\$8,635.93	\$0.00



ACTIVE BODY CORPORATE
MANAGERS & CONSULTANTS

Suite 3, 146 Bundall Rd

Bundall QLD 4217

P (07) 5574 0444

E reception@activebodycorporate.com.au

PACIFIC COVE APARTMENTS CTS 36854

INSURANCE DETAILS

08 April 2026

<u>Type</u>	<u>Insurer</u>	<u>Policy No</u>	<u>Sum Insured</u>	<u>Due Date</u>
BUILDING	Strata Community Insurance	QRSC22002920	\$10,129,046	28/06/26
PUBLIC LIABILITY	Strata Community Insurance	QRSC22002920	\$30,000,000	28/06/26
OFFICE BEARERS	Strata Community Insurance	QRSC22002920	\$1,000,000	28/06/26
BUILDING CATASTROPHE	Strata Community Insurance	QRSC22002920	\$1,519,357	28/06/26
COMMON CONTENTS	Strata Community Insurance	QRSC22002920	\$87,498	28/06/26
LOSS OF RENT	Strata Community Insurance	QRSC22002920	\$1,519,357	28/06/26
VOLUNTARY WORKERS	Strata Community Insurance	QRSC22002920	Insured	28/06/26
FIDELITY GUARANTEE	Strata Community Insurance	QRSC22002920	\$100,000	28/06/26
LEGAL EXPENSES	Strata Community Insurance	QRSC22002920	\$50,000	28/06/26
LOT OWNERS FIXTURES	Strata Community Insurance	QRSC22002920	\$300,000	28/06/26
GOVT. AUDIT COSTS	Strata Community Insurance	QRSC22002920	\$25,000	28/06/26
APPEAL EXPENSES	Strata Community Insurance	QRSC22002920	\$100,000	28/06/26
TERRORISM	Strata Community Insurance	QRSC22002920	Insured	28/06/26
WORKCOVER POLICY	Workcover Queensland	WBA130721725		30/06/26

FIRST COMMUNITY MANAGEMENT STATEMENT

36854

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

CMS LABEL NUMBER

1. Name of community titles scheme	2. Regulation module
PACIFIC COVE APARTMENTS COMMUNITY TITLES SCHEME	STANDARD MODULE

3. Name of body corporate
BODY CORPORATE FOR PACIFIC COVE APARTMENTS COMMUNITY TITLES SCHEME

4. Scheme land	County	Parish	Title Reference
Description of Lot			
See annexure A			

5. Name and address of original owner #	6. Reference to plan lodged with this statement
JEWELBRACE PTY LTD A.C.N 103 133 035 60 KIAMA COURT PIMPAMA QLD 4209	SP 166072

first community management statement only

Local Government community management statement notation

David Andrew Lohoa  signed

Authorising Officer name and designation
COUNCIL OF THE CITY OF GOLD COAST name of Local Government

8. Execution by original owner

Execution Date

30/10/06


SOLE DIRECTOR



Title Reference

ANNEXURE A

4. Scheme Land

Description of Lot	County	Parish	Title Reference
Common Property of Pacific Cove Apartments Community Titles Scheme	Ward	Tallebudgera	To issue
Lot 1 on SP 166072	Ward	Tallebudgera	To issue
Lot 2 on SP 166072	Ward	Tallebudgera	To issue
Lot 3 on SP 166072	Ward	Tallebudgera	To issue
Lot 4 on SP 166072	Ward	Tallebudgera	To issue
Lot 5 on SP 166072	Ward	Tallebudgera	To issue
Lot 6 on SP 166072	Ward	Tallebudgera	To issue
Lot 7 on SP 166072	Ward	Tallebudgera	To issue
Lot 8 on SP 166072	Ward	Tallebudgera	To issue
Lot 9 on SP 166072	Ward	Tallebudgera	To issue
Lot 10 on SP 166072	Ward	Tallebudgera	To issue
Lot 11 on SP 166072	Ward	Tallebudgera	To issue
Lot 12 on SP 166072	Ward	Tallebudgera	To issue
Lot 13 on SP 166072	Ward	Tallebudgera	To issue
Lot 14 on SP 166072	Ward	Tallebudgera	To issue
Lot 15 on SP 166072	Ward	Tallebudgera	To issue
Lot 16 on SP 166072	Ward	Tallebudgera	To issue
Lot 17 on SP 166072	Ward	Tallebudgera	To issue
Lot 18 on SP 166072	Ward	Tallebudgera	To issue

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
1 on SP 166072	1	1
2 on SP 166072	1	1
3 on SP 166072	1	1
4 on SP 166072	1	1
5 on SP 166072	1	1
6 on SP 166072	1	1
7 on SP 166072	1	1
8 on SP 166072	1	1
9 on SP 166072	1	1
10 on SP 166072	1	1
11 on SP 166072	1	1
12 on SP 166072	1	1
13 on SP 166072	1	1

	Title Reference	
14 on SP 166072	1	1
15 on SP 166072	1	1
16 on SP 166072	1	1
17 on SP 166072	1	1
18 on SP 166072	1	1
TOTAL	18	18

The Contribution Schedule Lot Entitlements ("CSLE") and interest Schedule Lot Entitlements ("ISLE") for the Lots in the Scheme are equal.

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

Not applicable

SCHEDULE C	BY-LAWS
-------------------	----------------

PACIFIC COVE APARTMENTS COMMUNITY TITLES SCHEME**By-Laws****1. Vehicles**

- 1.1 Save where a valid By-Law made pursuant to the *Body Corporate and Community Management Act 1997* authorises him 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 Committee ("The Committee");
- 1.2 All motor vehicles must be registered and of sound mechanical and physical condition.

2. Private Roads and Other Common Property

The private roadways, pathways, drives and other Common Property and any easement giving access to the land shall not be obstructed by any owner or the tenants, guests, servants, employees, agents, children, invitees, licensees of an owner or any of them or used by them for any purpose other than the reasonable ingress and egress to and from their respective lots or the parking areas provided. An owner or occupier of a lot shall not:

- 2.1 drive or permit to be driven any motor vehicle in excess of two (2) tonnes weight onto or over the Common Property other than such vehicles necessary to complete the construction and/or occupation of any residence erected on the land, and any motor vehicles entitled by any statute and/or local authority ordinances;
- 2.2 permit any invitees' vehicles to be parked on the roadway forming part of the common area at any time. Any invitees shall park their vehicles in the visitors' parking bays on the Common Property and shall use such area only for its intended purpose of casual parking.
- 2.3 permit any boat, trailer, caravan, campervan or mobile home onto, over or through the Common Property.

3. Visitors' Car Park

- 3.1 An owner or occupier of a lot shall not park or stand any motor vehicle or other vehicle upon areas set aside for visitor car parking.
- 3.2 An owner or occupier of a lot shall ensure that their invitees use the visitor car parking area only for its intended purpose of casual parking within the rules set from time to time by the Committee of the Body Corporate.

4. Obstruction

An owner of a lot shall not obstruct lawful use of Common Property by any person.

5. Damage to Lawns etc. on Common Property

An owner or occupier of a lot shall not damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon Common Property or any lot.

6. 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 or any Body Corporate Assets except with the consent in writing of the Committee but this By-Law does not prevent an owner or person authorised by him from installing:-

Title Reference

- 6.1 any locking or other safety device for protection of his lot against intruders;

provided that the locking or other safety device or, as the case may be is constructed in a workmanlike manner, is maintained in a state of good and serviceable repair by the owner and does not detract from the amenity of the building. All doors and windows to the premises shall be securely fastened on all occasions when the premises are left unoccupied and the Committee reserves the right to enter and fasten the same if left insecurely fastened.

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. Use of Recreation Facilities

In relation to the use of the swimming pool, barbecue area, and adjacent areas ('the Recreation Facilities'), an owner or occupier of a lot shall ensure:

- 8.1 that his invitees and guests do not use the same or any of them unless he or another owner or occupier accompanies them;
- 8.2 that children below the age of thirteen (13) years are not in or around the same unless accompanied by an adult owner or occupier exercising effective control over them;
- 8.3 that alcoholic beverages are not taken to or consumed in or around the swimming pool;
- 8.4 that glass containers or receptacles of any type are not taken to or allowed to remain in or around the swimming pool;
- 8.5 that he and his invitees shall exercise caution at all times and shall not run, dive, jump or splash or behave in any manner that is likely to interfere with the use and enjoyment of the Recreation Facilities by other persons;
- 8.6 that no use is made of the Recreation Facilities between the hours of 10.00pm and 6.00am or other hours set from time to time by the Committee of the Body Corporate;
- 8.7 that the owner or occupier and their invitees and guests are suitably attired at all times. What amounts to being suitably attired will be determined by the Committee from time to time;
- 8.8 that the owner or occupier and their invitees and guests obey any lawful direction given to them by the Body Corporate or the Caretaker;
- 8.9 that the owner or occupier and their invitees and guests lock and/or fasten any security gates or doors providing access to and from the recreation facilities at all times.

9. Maintenance of Swimming Pool

An owner or occupier of a lot shall not without proper authority operate, adjust or interfere with the operation of any equipment associated with the swimming pool or add any chemical or other substance to the same.

10. Barbecues

- 10.1 The barbecue area shall not be used between the hours of 10.00pm and 7.00am without the consent of the Committee.
- 10.2 An owner or occupier of a lot shall be suitably attired in the barbecue area at all times and shall ensure that their invitees and guests are also suitably attired at all times. What amounts to being suitable attire will be determined by the Committee from time to time.

11. Rules re Recreational Facilities

The Committee may make rules relating to the use of the swimming pool, barbecue area, function rooms, and

Title Reference

Page 6 of 23

any other facilities in or about the Common Property (and any areas adjacent thereto), not inconsistent with these by-laws and the same shall be observed by the owners unless and until they are disallowed or revoked by a majority resolution at a general meeting of the owners.

12. Instructions to Contractors etc.

The owners of lots shall not directly instruct any contractors or workmen employed by the Committee unless authorized by the Body Corporate or the Committee.

13. Garbage Disposal

An owner or occupier of a lot shall:

- 13.1 save where the Committee provides some other means of disposal of garbage, maintain within his lot, or on such part of the Common Property as may be authorised by the Committee, in clean and dry condition and adequately covered, a receptacle for garbage;
- 13.2 comply with all local authority by-laws and ordinances relating to the disposal of garbage;
- 13.3 ensure that the health, hygiene and comfort of the owner or occupier of any other lot is not adversely affected by his disposal of garbage; and
- 13.4 use the recycle bins or receptacles (if any) that may be provided by the Body Corporate and/or the relevant local authority and separate, where necessary, any garbage so that full use is made of such bins or receptacles.

14. Appearance of Buildings and Signs

- 14.1 Subject to By-Law 32, an owner or occupier of a lot shall not except with the consent in writing of the Committee, hang any washing, towel, bedding, clothing or other article or display any sign, advertisement, placard, banner, pamphlet or like matter on any part of the lot in such a way as to be visible from the Common Property or any other lot. In connection with the hanging of clothing to dry naturally, this is permitted only in the areas (if any) designated by the Committee where facilities are supplied for such needs;
- 14.2 An owner or occupier of a lot shall not, except with the consent in writing of the Committee, permit any boat, trailer, caravan, campervan or mobile home on the Common Property;
- 14.3 An Owner/Manager shall be permitted with the consent of the Committee, which consent will not unreasonably be withheld, to display reasonable signs or notices on the Common Property for the purposes of offering for sale or lease or letting any lot in the Community Titles Scheme, provided that such signs shall be of a standard that shall not detract from the overall appearance of the Common Property;
- 14.4 For the purposes of these by-laws the word "Manager" shall mean the person or corporation who has been appointed by the Body Corporate to carry out the management/caretaking, sale and letting of the lots within the Community Titles Scheme.

15. Inflammable Liquids, Gases or Other Materials

- 15.1 An owner or occupier of a lot shall not bring to, do or keep anything in the lot which shall increase the rate of fire insurance on any property within the Community Titles Scheme or which may conflict with the laws and/or regulations relating to fires or any insurance policy upon any property on the Building Format Plan or the regulations or ordinances of any Public Authority for the time being in force;
- 15.2 An owner of a lot shall not, except with the consent in writing of the Committee, use or store on his 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 including gas barbecues, or such chemical, liquid gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

Title Reference**16. Keeping of Animals**

- 16.1 Subject to this by-law and the provisions of the Act, a Lot Owner or occupier is not to bring or keep an animal on the Lot or on the Common Property without the Body Corporate's written approval.
- 16.2 Written approval may be granted on the following conditions, the pet;
- 16.2.1 Is dry and free of sand, dirt or garden material.
- 16.2.2 Weighs less than ten (10) kilograms;
- 16.2.3 Does not disturb others;
- 16.2.4 Is a domesticated pet;
- 16.2.5 Is toilet trained;
- 16.2.6 Only passes over or through the Common Property for the purposes of ingress and egress to a lot and at all times kept on a lead which is no more than 1 meter in length.
- 16.2.7 Is kept healthy and free of parasites;
- 16.2.8 Where a lot is owned by one or more owners, only one animal per Lot is permitted;
- 16.2.9 No owner or joint owner of more than one Lot in the Scheme is permitted to keep a second or subsequent animal in their second or subsequent Lot;
- 16.3 The Body Corporate may order an animal to be removed from the Scheme if the animal does not comply with all of the criteria set out in this by-law.
- 16.4 However, a deaf or blind person, shall be permitted to keep or bring into a lot or onto the Common Property, a guide dog, as referred to in the *Guide Dogs Act 1971*.
- 16.5 The owner indemnifies and shall keep indemnified the Body Corporate against any loss, damage, injury or claim whatsoever made against the Body Corporate regarding any act on the part of the dog.

17. Auction Sales

Subject to By-Law 32, an owner or occupier of a lot shall not permit any auction sale to be conducted or to take place in the lot or within the Community Titles Scheme without the prior approval in writing of the Committee.

18. Right of Entry

- 18.1 An owner or occupier, upon receiving reasonable notice from the Committee, shall allow the Body Corporate or any contractors, sub-contractors, workmen or other person authorised by it, the right of access to his lot for the purpose of carrying out works, maintenance, reading meters or effecting repairs on mains, pipes, wires or connections of any water, sewerage, drainage, gas, electricity, telephone or other system or service, whether to his lot or to an adjoining lot or for any other purposes permitted under these By-Laws, the Act or the Module.
- 18.2 If in the reasonable opinion of the Committee or the Manager (if any) there is a matter of sufficient emergency no such aforesaid notice will be necessary. Such works or repairs shall be at the expense of the owner or occupier of the lot in the case where the need for such works or repairs is due to any act or default of the owner or occupier or their guests, servants or agents. Any entry pursuant to this By-Law shall not constitute trespass. The Committee or Manager (if any) in exercising the powers under this by-law 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 or for any other purpose permitted under these By-Laws, the Act or the Module applying to this scheme.

19. Noise

- 19.1 An owner or occupier of a lot, their guests, servants or agents shall not make or permit any noise likely to interfere in any way with the peaceful enjoyment of other owners or occupiers of lots or of any person lawfully using the Common Property. In particular, no owner or occupier of a lot shall hold or permit to be held any social gathering in his lot which would cause any noise which unlawfully interferes with the peace and quietness of any other owner or occupier of a lot, at any time of day or night and in particular shall comply in all respects with the Noise Abatement Act 1979, as amended.
- 19.2 In the event of any unavoidable noise in a lot at any time, the owner or occupier thereof shall take all practical means to minimise annoyance to other owners or occupiers of lots by closing all doors, windows and curtains of his lot and also such further steps as may be within his power for the same purpose.
- 19.3 Guests leaving after 11.00pm shall be requested by their hosts to leave quietly. Quietness also shall be observed when an owner or occupier of a lot returns to the lot late at night or early morning hours.
- 19.4 An owner or occupier of a lot shall not operate or permit to be operated upon the Community Titles Scheme any radio, two way radio, short wave radio, transmitter, telecommunication device or electronic equipment so as to interfere with any domestic appliance or apparatus (including a radio or television receiver) lawfully in use upon the Common Property or in any other lot.
- 19.5 The volume of any radio, television or other sound equipment shall be kept as low as possible at all times and shall not be operated in such a manner as to be audible to any other owner or occupier of a lot.
- 19.6 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 such manner as to be audible to any other owner or occupier of a lot.

20. Use of Lots

Subject to any by-law to the contrary, an owner or occupier of a lot shall not use that lot or permit the same to be used otherwise than as a private residence nor for any purpose that may cause a nuisance or hazard or for any illegal or immoral purpose or for any other purpose that may endanger the safety or good reputation of persons residing within the Community Titles Scheme.

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 thereof and any other information which may be required relative thereto to the Committee and shall pay to the Committee the expenses incurred by the Committee of disinfecting the lot and any part of the Common Property required to be disinfected and replacing any articles or things the destruction of which may be rendered necessary by such disease.

22. Fences, Pergolas, Screens, External Blinds or Awnings

An owner or occupier of a lot shall not construct or permit the construction or erection of any fence, pergola, screen, external blind or awning or other structure or outbuilding of any kind within or upon a lot or on Common Property. Any work, alteration, improvement or structure carried out or erected in breach of this by-law may be forthwith removed with or without notice by the Body Corporate, the Manager and each of their respective employees, agents and contractors at the cost of the owner or occupier and any entry on to the lot pursuant to this by-law shall not constitute trespass. This By-Law shall not apply to the original owner.

23. Structural Alterations to the Interior of Lots

- 23.1 The manner and style of any structural fit out or structural alteration to the interior of any lot must have the prior written approval of the Committee and the architect of the Body Corporate at the cost of the lot owner. The Committee and the architect of the Body Corporate shall be entitled to request copies of such plans and specifications as it might consider necessary to enable it to grant its

Title Reference

Page 9 of 23

approval and the owner of a lot shall comply with all such requests PROVIDED HOWEVER that where kitchen facilities are to be installed an extraction system approved by the Committee and relevant statutory authorities must be installed. Any approval given by the Committee and the architect of the Body Corporate will be governed by any rules, regulations and/or approvals of any local statutory authority. This By-Law does not apply to the Original Owner.

- 23.2 The Body Corporate is entitled to make rules and regulations on matters relating to owners and occupiers conducting alterations and renovations to their lot. The rules and regulations will be made available to owners by the Manager upon request of the owner. The Body Corporate and its architect shall provide specific guidelines in relation to alterations of an owner's lot including the installation and type of screen, awning and blinds a lot owner may wish to install. All proposed alterations/renovations of lots, including the installation of awnings, screens and blinds must have the written approval of the Body Corporate and Local Authority prior to commencement.

24. Alterations to the Exterior of Lots

- 24.1 An owner or occupier of a lot shall not paint or re-paint or carry out any work to the exterior of any lot. Any work, alteration, improvement or structure carried out or erected in breach of this by-law may be forthwith removed with or without notice by the Body Corporate, the Manager and each of their respective employees, agents and contractors at the cost of the owner or occupier and any entry on to the lot pursuant to this by-law shall not constitute trespass.

- 24.2 By-Law 24.1 does not apply to the Original Owner whilst it remains a lot owner.

25. Maintenance Responsibility of Alterations to Common Property

Any alteration made to Common Property or fixture or fitting attached to Common Property by any owner of a lot shall, unless otherwise provided by resolution of a general meeting of the Committee, be repaired and maintained by the owner for the time being of such lot.

26. Curtains, Venetian Blinds, Shutters and Window Tinting

An owner shall not hang curtains, install venetian blinds vertical blinds or shutters or apply window tinting visible from outside the lot unless those curtains have a backing of such colour and design as has been approved by the Committee of the Body Corporate. An owner shall not install, renovate and/or replace a curtain backing or window tinting without having the colour and design of same approved by the Committee. In giving such approvals, the Committee shall ensure so far as practicable that curtain backing and window tinting used in all units presents a uniform appearance when viewed from Common Property or any other lot. The Committee may engage an architect and/or other consultants to consider plans and specifications or the monitor any work undertaken. The Body Corporate may recover the cost of any architect or other consultant from the owner of the lot, for which the works have been approved. The Committee may also establish guidelines in relation to any window coverings which must be complied with by any Lot Owner or occupier.

27. Maintenance of Common Property and the Lots

- 27.1 Each owner shall be responsible for the maintenance of his lot, other than that part of the lot which will be maintained by the Body Corporate pursuant to an agreement entered into between the Body Corporate and the owner and shall ensure that his lot is so kept and maintained as not to be offensive in appearance to other lot owners through the accumulation of excess rubbish or otherwise, or through the proliferation of cobwebs on the lot. In particular, and without limitation, an owner or occupier of a lot shall ensure that entries are adequately maintained and not permitted to fall into disrepair and that the eradication of pests is carried out on the lot on a regular basis.

- 27.2 In the event that a lot is not maintained in accordance with By-Laws 27.1 the Committee may notify the owner or occupier in writing that the lot is not maintained in accordance with the By-Laws, and in the event that the owner or occupier of the lot does not in the opinion of the Committee adequately maintain the lot within the time stipulated in the notice, the Committee may direct the Manager to cause the lot to be maintained at the expense of the owner or, occupier thereof.

- 27.3 Where an owner or occupier of a lot has not maintained the lot in accordance with these By-Laws, or

Title Reference

for the purpose of the Body Corporate to maintain the lot, the owner or occupier of the lot as the case may be hereby authorises access to the lot for the Committee and its servants, agents and contractors for the purpose of maintaining the lot in accordance with these By-Laws. The Committee, in exercising this power, shall ensure that servants, agents and contractors cause as little inconvenience to the owner or occupier of the lot as is reasonable in the circumstances.

- 27.4 **Replacement of Glass.** Windows shall be kept clean and promptly replaced by the owner or occupier of the lot at his expense with fresh glass of the same kind and weight as at present if broken or cracked. This by-law shall not prohibit an owner from making a claim on any applicable Body Corporate insurance.
- 27.5 Any maintenance of lots or Common Property shall where reasonably possible in the circumstances only be carried out by the use of natural products that do not contain toxic or poisonous chemicals.
- 27.6 The Body Corporate shall be responsible for the repair, replacement, renewal and maintenance of the Common Property and the Body Corporate assets.

28. Taps

An owner or occupier of a lot shall not waste water and shall see that all water taps in his lot are promptly turned off after use. Should the lot be unoccupied for a period of more than a month, then the stopcock or such other similar device on the hot water system will be turned off.

29. Water Closets

The water closets and conveniences and other water apparatus including waste pipes and drains shall not be used for any purposes 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 owner whether the same is caused by his own actions or those of his servants, agents, licensees or invitees.

30. Behaviour of Invitees

- 30.1 An owner or occupier of a lot shall take all reasonable steps to ensure that his 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.
- 30.2 The owner or occupier of a lot shall be liable to compensate the Body Corporate in respect of all damage to the Common Property or personal property vested in it caused by such owner or occupier or their invitees.
- 30.3 An owner of a lot which is the subject of a lease or licence agreement shall take all reasonable steps, including any action available to him under any such lease or licence agreement, to ensure that any lessee or licensee or other occupier of the lot or their invitees comply with the provisions of the by-laws.
- 30.4 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 the guests, servants, employees, agents, children, invitees and licensees of such owner or occupier.
- 30.5 Where the Body Corporate expends money to make good damage caused by a breach of the Act or of 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 or any of them, the Committee shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the owner of the lot at a time when the breach occurred.
- 30.6 An owner or occupier of a lot shall take all reasonable steps to ensure that their invitees and guests are suitably attired at all times in accordance with the rules of the Body Corporate.

31. Notice of Defect

An owner or occupier of a lot shall give the Committee and/or the Manager prompt notice of any accident to or defect in the water pipes, gas pipes, electric installations or fixtures which comes to his knowledge and the Committee shall have authority by its agents or servants in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as it may deem necessary for the safety and preservation of the building as often as may be necessary.

32. Display Unit

While the Original Owner remains the owner of any lot, it and its officers, servants and/or agents are entitled to use any lot or lots of which it remains the owner as a display unit and are entitled to allow prospective purchasers to inspect any such unit and for such purposes shall be entitled to use such signs, advertising or display material in or about the unit and Common Property as they think fit, such signs shall be attractive and tasteful having regard to the general appearance of the Common Property and shall not at any time and from time to time be more in terms of number and size than is reasonably necessary. The Original Owner, while it remains the owner of any lot, is entitled to conduct auction sales of any lot of which it remains an owner from the area of the lot or from the Common Property.

Title Reference**33. 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 Body Corporate and Community Management Act 1997 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:-

- 33.1 an agreement or agreements for the caretaking, management and/or maintenance of the Common Property and the letting of lots in the Community Tides Scheme on behalf of owners;
- 33.2 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; and
- 33.3 an agreement or agreements for the purpose of better seeing to the proper functioning operation and management of the Community Titles Scheme or building or for the purpose of ensuring the proper functioning of the duties and powers of the Body Corporate and of the Committee of the Body Corporate including any agreement between the Body Corporate and the Original Owner relating to the maintenance of any undeveloped parts of the Community Titles Scheme;
- 33.4 an agreement or agreements to enter into any lease or hire purchase agreement for the purpose of acquiring body corporate assets;
- 33.5 an agreement for the purchase of electricity, gas or similar service;
- 33.6 an agreement for the maintenance of any security systems on or crossing the common property.

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

34. Management/Letting Unit

- 34.1 A Manager's Lot may be used both for residential purposes and for the purposes of management/caretaking of the Community Titles Scheme and/or for the letting of lots in the Community Titles Scheme on behalf of the owners and/or the provision of such services as the Body Corporate may from time to time determine to occupants of lots in the Community Titles Scheme and the owner or occupier of the Manager's Lot may without the consent of the Committee display signs or notices in or within the Community Titles Scheme for the purposes of offering for lease or for letting any lot within the Community Titles Scheme.
- 34.2 All display signs or notices as allowed for in By-law 34.1 shall be attractive and tasteful having regard to the general appearance of the common property and shall not, at any time and from time to time, be more in terms of number and size than is reasonably necessary;
- 34.3 For the purposes aforesaid, the Body Corporate shall grant to the owner of the Manager's Lot the right to carry on within the Community Tides Scheme the business of management/caretaking and/or the letting of lots in the Community Titles Scheme and for that purpose, may enter into, from time to time, an appropriate agreement or agreements on such terms and conditions as the Body Corporate may deem fit. Without derogating from the generality of the aforesaid, the Body Corporate may agree not to allow any person or corporation other than the owner or occupier of the Manager's Lot to use any part of or all of the Community Titles Scheme to carry on or to directly or indirectly engage in or be concerned in the business of management/caretaking of the Community Titles Scheme and/or of the letting of lots within the Community Titles Scheme and/or the providing of any of the services referred to in this by-law.

35. Committee may Employ

The Committee may employ for and on behalf of the Body Corporate such agents and servants as it thinks fit in connection with the exercise and performance of the powers, authorities, duties and functions of the Body Corporate.

36. Correspondence

All complaints or applications to the Body Corporate or its Committee shall be addressed in writing to the Secretary or the Body Corporate Manager of the Body Corporate.

37. Requests to the Secretary

An owner or occupier of a lot shall direct all requests for consideration of any particular matter to be referred to the Committee, to the Secretary, and not to the Chairman nor any member of the Committee.

38. Notices

An owner or occupier of a lot, his servants, agents, licensees and invitees shall observe the terms of any notice displayed in the common property by authority of the Committee or of any statutory authority.

39. Copy of By-Laws to be Produced

Where any lot or Common Property is leased or rented, otherwise than to an owner of a lot, the lessor or, as the case may be, landlord shall produce or cause to be produced to the lessee or tenant for his inspection a copy of the By-Laws for the time being in force in respect of the plan.

40. Power of Committee

The Committee may make rules relating to the Common Property including, but not limited to, rules imposing speed limits in respect of roadways within the Community Titles Scheme, not inconsistent with these By-Laws and the same shall be observed by the owners or occupiers of lots unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Body Corporate.

41. Recovery of Costs (Contributions)

41.1 An owner (which expression shall extend to a mortgagee in possession) shall pay on demand the whole of the Body Corporate's costs and expenses (including Solicitor and own client costs), such amount to be deemed a liquidated debt, incurred in:-

41.1.1 recovering contributions or monies payable to the Body Corporate pursuant to the Body Corporate and Community Management Act 1997 duly levied upon that owner by the Body Corporate or otherwise or pursuant to the By-Laws of the Body Corporate;

41.1.2 all proceedings including legal proceedings concluded in favour of the Body Corporate taken by or against the owner or the lessee or occupier of the owner's lot, including, but not limited to, applications for an Order by the Commissioner, appeals to the Tribunal and appeals to the Court.

41.2 In the event that the owner (or his mortgagee in possession) fails to attend to the payment of such costs and expenses after demand is made for the payment of same, the Body Corporate may:-

41.2.1 treat such costs and expenses as a liquidated debt and take action for the recovery of same in any Court of competent jurisdiction; and

41.2.2 enter such costs and expenses against the levy account of such owner in which case the amount of same shall be paid to the Body Corporate upon a subsequent sale or disposal of the owner's lot failing which the purchaser of such lot shall be liable to the Body Corporate for the payment of same.

41.3 If at the time a person becomes a owner of a lot and another person is liable in respect of the lot to pay interest on a contribution, the owner is jointly and severally liable with the other person for the payment of the interest;

41.4 The amount of any interest is recoverable by the Body Corporate as a liquidated debt.

42. Recovery by Body Corporate

Where the Body Corporate expends money to make good damage caused by a breach of the Act or of these By-Laws by any owner or the tenants, guests, servants, employees, agents, children, invitees or licensees of the owner or any of them, the Committee shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the owner of the lot at the time when the breach occurred.

43. Pay TV

The Body Corporate recognises that there could be an agreement in place with a pay TV carrier for the installation of all cabling, wiring, ducting, conduiting, amplifiers and other necessary equipment required for the provision of pay television to the Community Titles Scheme and each lot and the Body Corporate must:

- 43.1 allow a person to install cabling, wiring, ducting, conduits, amplifiers and any other necessary equipment to enable owners to connect to pay Television;
- 43.2 provide a supply of electricity, at the cost of the Body Corporate, if needed for any component to the pay Television facility that is installed on the Common Property.

44. Insurance

- 44.1 In addition to insurance effected pursuant to the Act the Body Corporate shall insure and keep insured all buildings on the common property and any improvements thereon under a damage policy to the reinstatement or replacement value thereof.
- 44.2 The Body Corporate shall effect in its own name and keep current in respect of all improvements made within the Community Titles Scheme, property damage insurance in an amount nominated by the body corporate in general meeting from time to time. Such insurance shall be taken out with a reputable insurance company and shall cover the re-building and/or repair of the buildings due to damage and destruction by fire, storm, tempest, explosion or any other occurrence usually provided for in such insurance cover.
- 44.3 All insurance premiums payable by the Body Corporate under this By-Law shall be paid from funds contributed to the administrative fund.
- 44.4 An owner shall be responsible for the insurance of owners fixtures as defined in the Act including all electrical equipment, carpets, drapes balcony chattels, public liability and improvements within his lot.
- 44.5 In the event the Body Corporate receives proceeds pursuant to an insurance claim lodged by the Body Corporate in respect of damages to improvements made within the Community Titles Scheme as referred to in by-law 44.2 above, the Body Corporate shall apply all such proceeds received towards re-building and/or repair of the improvements within the Community Titles Scheme due to such damage.

45. Security

- 45.1 The Committee may take all reasonable steps to ensure the security of the parcel and the Body Corporate personal property and the observance of these By-laws and without limiting the generality of the foregoing may:-
 - 45.1.1 close off any part of the Common Property not required for ingress or egress to a Lot or a car parking space on either a temporary or permanent basis or otherwise restrict the access to or use by Owner or occupiers or occupiers of any such part of the Common Property;
 - 45.1.2 permit any designated part of the Common Property to be used by any security person, firm or company (to the exclusion of Owner or occupiers generally) as a means of monitoring the security and general safety of the parcel;
 - 45.1.3 obtain, install and maintain locks, alarms, communication systems and other security devices.
- 45.2 All security equipment installed on common property and used in connection with the provision of security for the Community Titles Scheme shall with the exception of that equipment installed upon any lot be and remain the property of the Body Corporate. All security equipment (with the exception

Title Reference

Page 15 of 23

of that equipment installed upon any lot which shall be maintained at the cost and expense of the owner of the lot) the property of the Body Corporate shall be repaired and maintained at the cost and expense of the Body Corporate.

- 45.3 In no circumstances shall the Body Corporate be responsible to an owner (and the owner shall not be entitled to make any claim for compensation or damages) in the event of a failure of all or any of the security systems put in place by the Body Corporate to operate in the manner in which they are intended. Where the failure to operate arises from a malfunction of the security equipment in a lot, then the owner shall allow the Body Corporate by its servants, agents or contractors to enter upon the lot upon one (1) days notice except in the case where the circumstances require immediate entry, when immediate maintenance of the security equipment within a lot shall be at the cost and expense of the owner of a lot.
- 45.4 The Committee shall be entitled to make rules and regulations for the benefit of all owners regulating the security and the operation of it upon the Community Titles Scheme. Such rules and regulations shall not be inconsistent with these By-Laws. The owners shall ensure compliance with such rules and regulations so made until the same shall have been revoked, amended or altered by a majority resolution of the Body Corporate in general meeting.
- 45.5 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 a lock or similar security device it may make such a number of keys or operating systems as it determines available to Owners or occupiers free of charge and thereafter may at its discretion make additional numbers thereof to Owners or occupiers on payment of such reasonable charge therefore as may be determined from time to time by the Body Corporate;
- 45.6 An Owner or occupier of a Lot to whom any key or operating 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 occupier of a Lot and shall take reasonable precautions (which shall include an appropriate covenant in any lease or licence of a Lot to such Owner or occupier) to ensure return thereof to the Owner or the Body Corporate upon the occupier ceasing to be an occupier;
- 45.7 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 to permit the same to be duplicated and shall take all reasonable precautions to ensure that the same is not lost or handed to any other person other than another Owner or occupier and is not disposed of otherwise than returning it to the Body Corporate;
- 45.8 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;
- 45.9 Any consent or approval given by the Body Corporate pursuant to these By-laws shall, if practicable, be revocable upon notice to the Owner or occupier for the time being having the benefit of such consent or approval.

46 Fire and Safety

Under no circumstances will a lot owner or occupier lock or block off access or ingress or egress from, to or through any safety exit within the scheme.

47 Energy Maintenance System

- 47.1 The Body Corporate shall have the lawful authority from time to time to purchase, rent, lease or otherwise acquire title to and the use of and to have installed, used, run and maintain an energy maintenance system (hereinafter called "EMS") in the building and in such case the following shall apply:-
- 47.1.1 The Body Corporate shall have the power to enter into a contract for the purchase of reticulated electricity on the most economical basis for the whole of the building from the relevant authority;
- 47.1.2 The Body Corporate shall have the power to sell reticulated electricity to each Owner or

Title Reference

occupier/licensee/tenant of a Lot in the building;

- 47.1.3 Each Owner or occupier/licensee/tenant of a Lot shall purchase and use all electricity consumed in his Lot direct from the Body Corporate and shall not purchase electricity from any other source;
- 47.1.4 The Body Corporate shall arrange for the installation of a separate electricity meter for each Lot;
- 47.1.5 The Body Corporate shall not be required to supply to any Owner or occupier/licensee/tenant of a Lot electricity requirements beyond those requirements which the provider or Body Corporate could supply at any particular time;
- 47.1.6 The price to be charged by the Body Corporate to each Owner or occupier/licensee/tenant of a Lot for the supply of reticulated electricity shall be at the same rate and governed by the same conditions as would be imposed from time to time by the relevant authority if such authority were supplying electricity direct to each Owner or occupier/licensee/tenant of a Lot plus charges for the services provided;
- 47.1.7 The Body Corporate shall render accounts to each Owner or occupier/licensee/tenant of a Lot and such accounts shall be payable to the Body Corporate within fourteen (14) days of the delivery of such accounts;
- 47.1.8 In respect of an account which has been rendered pursuant to these By-laws then a Owner of a Lot is liable jointly and severally with any person who was liable to pay that electricity account when the Owner became the Owner of the Lot;
- 47.1.9 In the event that a proper account for the supply of reticulated electricity is not paid by its due date for payment then the Body Corporate shall be entitled to:-
- 47.1.9.1 Recover the amount of the unpaid amount or accounts (whether or not a normal demand has been made) as a liquidated debt due to it in any Court of competent jurisdiction; and/or
 - 47.1.9.2 disconnect the supply of reticulated electricity to the relevant Lot; and
 - 47.1.9.3 The Body Corporate shall not under any circumstances whatsoever be responsible or liable for any failure of the supply of electricity due to breakdowns, repairs, maintenance, strikes, accidents or causes of any class or description.

48

Exclusive Use Car Spaces

- 48.1 Certain owners for the time being of nominated lots in the Scheme shall be entitled to the Exclusive Use for themselves and their licensees of the car space or spaces as designated and identified in Schedule E and the Plans attached thereto the identifying number or numbers of which shall be notified in writing by the original owner to the committee of the Body Corporate within twelve (12) months after the date of registration of the Scheme provided that in respect of those spaces allocated pursuant to this By-law the Committee is hereby authorised to vary the allocations so made and to transpose spaces from one lot to another lot at any time and from time to time on the written request of the owner of the lots involved. The costs of any new Community Management Statement required as a result of a transposition of spaces (including legal costs) shall be paid by the owners of the lots involved.
- 48.2 Each owner to whom exclusive use of the car space or spaces is given, pursuant to this By-law shall use the space or spaces for the purposes of car parking only and shall be responsible for all expenses related to the maintenance and day to day running costs of the area and shall keep same in good, tidy and clean condition at their expense. If any owner occupier fails to keep the exclusive use area clean, then the cost of the Body Corporate removing any rubbish and cleaning the area will be charged to the Owner.
- 48.3 Each Owner or occupier who is entitled to the exclusive use and enjoyment of any of the car parking spaces shall:-

Title Reference

Page 17 of 23

- 48.3.1 keep that to which he is entitled to exclusive use tidy and free from litter;
- 48.3.2 use any of the car parking spaces to which he is entitled for the exclusive use for motor vehicle parking and for no other purpose whatsoever;
- 48.3.3 ensure that no motor vehicle parked within the car parking space shall spill or drop oil or other fluids on the floor of the building;
- 48.3.4 ensure that only one motor vehicle at a time is parked within each of the car parking spaces and then only within the demarked confines of each of the car parking spaces;
- 48.3.5 not sound or permit the horn of any motor vehicle to be sounded in the car park unnecessarily or permit any engine to run for any longer time than is necessary for the purpose of parking a motor vehicle or gaining access to or egress from the car park;
- 48.3.6 in the event of the car park being at any time unsupervised or unattended then each Owner or occupier when entering or leaving the car park shall ensure that the entrance gate is shut immediately after gaining entrance to or leaving the car park;
- 48.3.7 in the event that an Owner or occupier shall be issued with keys to the entrance door in the car park ensure that such entrance gate is locked immediately following the opening and closing thereof.

49

Exclusive Use Storage Areas

- 49.1 Certain owners for the time being of nominated lots in the Scheme shall be entitled to the Exclusive Use for themselves and their licensees of the storage areas as designated and identified in Schedule E and the Plans attached thereto the identifying number or numbers of which shall be notified in writing by the original owner to the committee of the Body Corporate within twelve (12) months after the date of registration of the Scheme provided that in respect of those spaces allocated pursuant to this By-law the Committee is hereby authorised to vary the allocations so made and to transpose spaces from one lot to another lot at any time and from time to time on the written request of the owner of the lots involved. The costs of any new Community Management Statement required as a result of a transposition of spaces (including legal costs) shall be paid by the owners of the lots involved.
- 49.2 Each owner to whom exclusive use of the storage is given, pursuant to this By-law shall use the space for the purposes of storage only and shall be responsible for all expenses related to the maintenance and day to day running costs of the area and shall keep same in good, tidy and clean condition at their expense. If any owner occupier fails to keep the exclusive use area clean, then the cost of the Body Corporate removing any rubbish and cleaning the area will be charged to the Owner
- 49.2.1 Each Owner or occupier who is entitled to the exclusive use and enjoyment of any of the storage spaces shall:-
- 49.2.2 keep that to which he is entitled to exclusive use tidy and free from litter and not store any food stuffs or perishables in the storage area whatsoever;
- 49.2.3 use any of the storage spaces to which he is entitled for the exclusive use for storage and for no other purpose whatsoever;
- 49.2.4 ensure that no items within the storage space shall spill or drop oil or other fluids on the floor of the building;
- 49.2.5 in the event of the storage space being at any time unsupervised or unattended then each Owner or occupier when entering or leaving the storage space shall ensure that the entrance gate is shut immediately after gaining entrance to or leaving the storage space;
- 49.2.6 in the event that an Owner or occupier shall be issued with keys to the entrance door in the storage space ensure that such entrance gate is locked immediately following the opening and closing thereof.

50 Cessation of Exclusive Use

The right or rights conferred on an Owner of the lots mentioned in By-law number 48 and 49 shall cease and determine ipso facto on the extinguishment of the Scheme as defined in the Act.

51 Owner or occupier not to litter

An Owner or occupier shall not throw or allow to fall or permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or any other substance whatsoever out of the windows or doors or down the staircase, passages or sky lights, from balconies, from the roof or in passage ways of the building or atrium. Any damage or cost for cleaning or repair caused by breach hereof shall be borne by the Owner or occupier concerned.

52 Aerials

Outside wireless and television aerials and satellite dishes (or similar devices) may not be erected without written permission of the Committee.

53 Signs

The Owner or occupiers of Lots shall not paint affix or display any sign advertisements notices posters placards banners or like materials to or on any part of the building nor do anything to vary the external appearance of their Lots without the prior consent of the Committee provided always that whilst the original Owner remains a Owner of any Lot in the building, it or its servants and/or agents may without the consent of the Committee paint, affix or display any signs advertisements notices posters placards or banners to or on any part of the building for the purposes of offering for sale any Lot in the building.

54 Vermin

All Lots shall be kept clean and all practicable steps shall be taken to prevent infestation by vermin and/or insects.

55 Removal

Before any furniture fittings or equipment is moved into or out of any Lot due notice must be given to the Caretaker (if any) or Committee and the moving of the same must be done in the manner and at the time directed by the Caretaker (if any) or the Committee.

56 Balcony Gardens

An Owner or occupier of a Lot shall not plant in a balcony garden or place on his balcony plants which may obstruct the view of another Lot or be of a species which may cause damage to the common property or inconvenience to the Owner or occupier of another Lot. An Owner or occupier must ensure that no water runs or seeps from the balcony garden into another Lot or the common property.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

STATUTORY EASEMENTS

Each Lot in the Scheme is affected by the following statutory easements:

- 1) easement for lateral or subjacent support under section 115N of the Land Title Act 1994;
- 2) easement for utility services and utility infrastructure in accordance with section 115O of the Land Title Act 1994;
- 3) easement for utility services and utility infrastructure in accordance with section 115P of the Land Title Act 1994;
- 4) easement for shelter in accordance with Section 115Q of the Land Title Act 1994;
- 5) easement for projections in accordance with Section 115R of the Land Title Act 1994;
- 6) easement for maintenance of building close to boundary in accordance with Section 115S of the Land Title Act 1994

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

BY-LAW 48 - DESCRIPTION OF ALLOCATED EXCLUSIVE USE TO CAR PARKING SPACES

Description of Lots	Exclusive Use Area
Lot 1 on SP 166072	B1 on attached plan A
Lot 2 on SP166072	G1 on attached plan A
Lot 3 on SP 166072	F1 on attached plan A
Lot 4 on SP 166072	K1 on attached plan A
Lot 5 on SP 166072	N1 on attached plan A
Lot 6 on SP 166072	M1 on attached plan A
Lot 7 on SP 166072	C1 on attached plan A
Lot 8 on SP 166072	D1 on attached plan A
Lot 9 on SP 166072	H1 on attached plan A
Lot 10 on SP 166072	T1 on attached plan A
Lot 11 on SP 166072	L1 on attached plan A
Lot 12 on SP 166072	I1 on attached plan A
Lot 13 on SP 166072	A1 on attached plan A
Lot 14 on SP 166072	J1 on attached plan A
Lot 15 on SP 166072	E1 on attached plan A
Lot 16 on SP 166072	O1 on attached plan A
Lot 17 on SP 166072	R1 & S1 on attached plan A
Lot 18 on SP 166072	P1 & Q1 on attached plan A

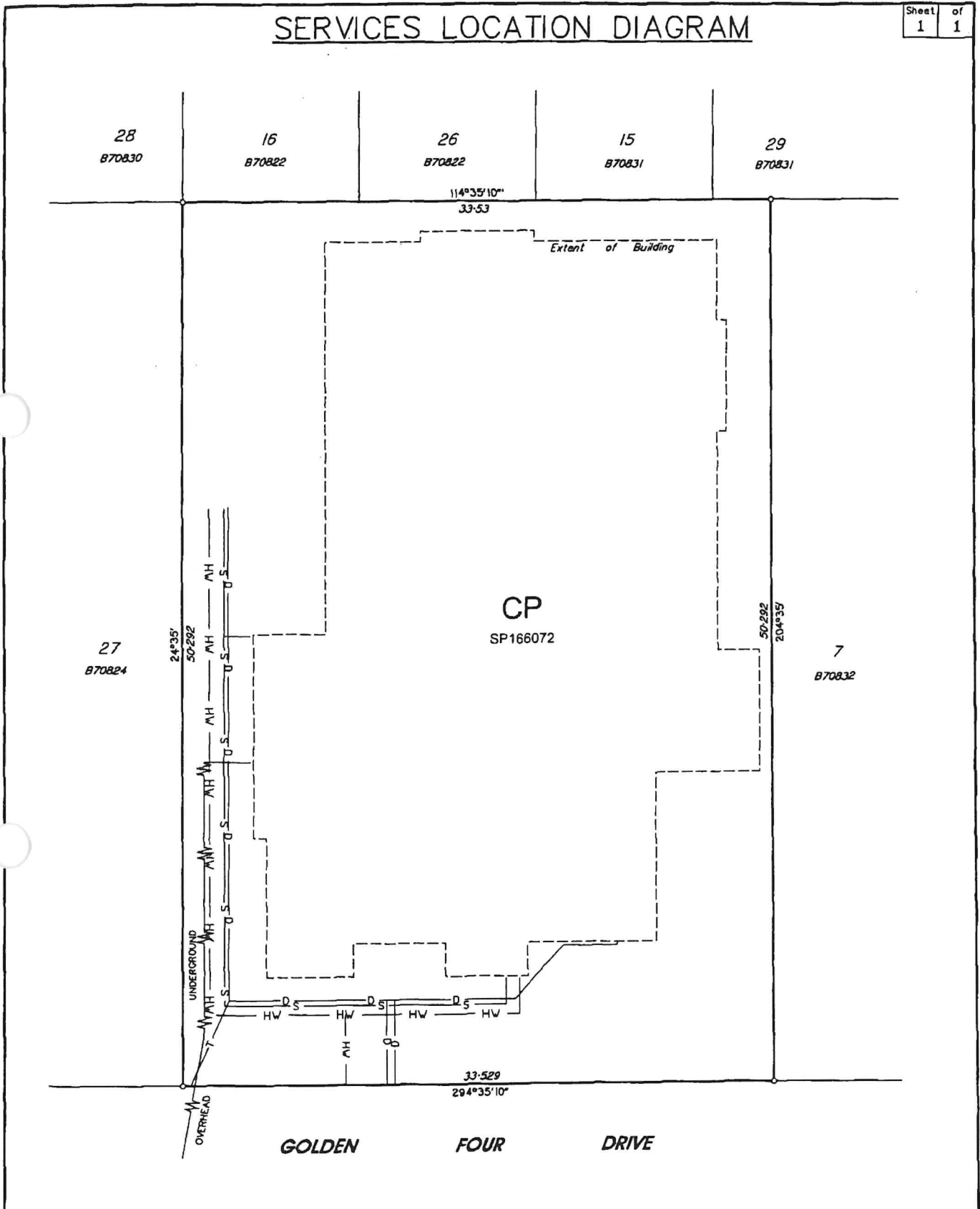
SCHEDULE F DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY

BY-LAW 49 - DESCRIPTION OF ALLOCATED EXCLUSIVE USE TO STORAGE AREAS

Description of Lots	Exclusive Use Area
Lot 1 on SP 166072	B2 on attached plan A
Lot 2 on SP166072	N2 on attached plan A
Lot 3 on SP 166072	L2 on attached plan A
Lot 4 on SP 166072	R2 on attached plan A
Lot 5 on SP 166072	F2 on attached plan A
Lot 6 on SP 166072	E2 on attached plan A
Lot 7 on SP 166072	J2 on attached plan A
Lot 8 on SP 166072	G2 on attached plan A
Lot 9 on SP 166072	O2 on attached plan A
Lot 10 on SP 166072	P2 on attached plan A
Lot 11 on SP 166072	K2 on attached plan A
Lot 12 on SP 166072	Q2 on attached plan A
Lot 13 on SP 166072	A2 on attached plan A
Lot 14 on SP 166072	H2 on attached plan A
Lot 15 on SP 166072	M2 on attached plan A
Lot 16 on SP 166072	I2 on attached plan A
Lot 17 on SP 166072	D2 on attached plan A
Lot 18 on SP 166072	C2 on attached plan A

SERVICES LOCATION DIAGRAM

Sheet 1 of 1

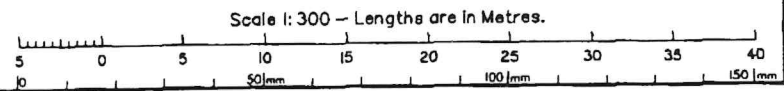


Community Titles Scheme Name:
 "PACIFIC COVE APARTMENTS"
 CTS No. _____

Kevin Holt Consulting P/L
 Ph 07 3206 0186

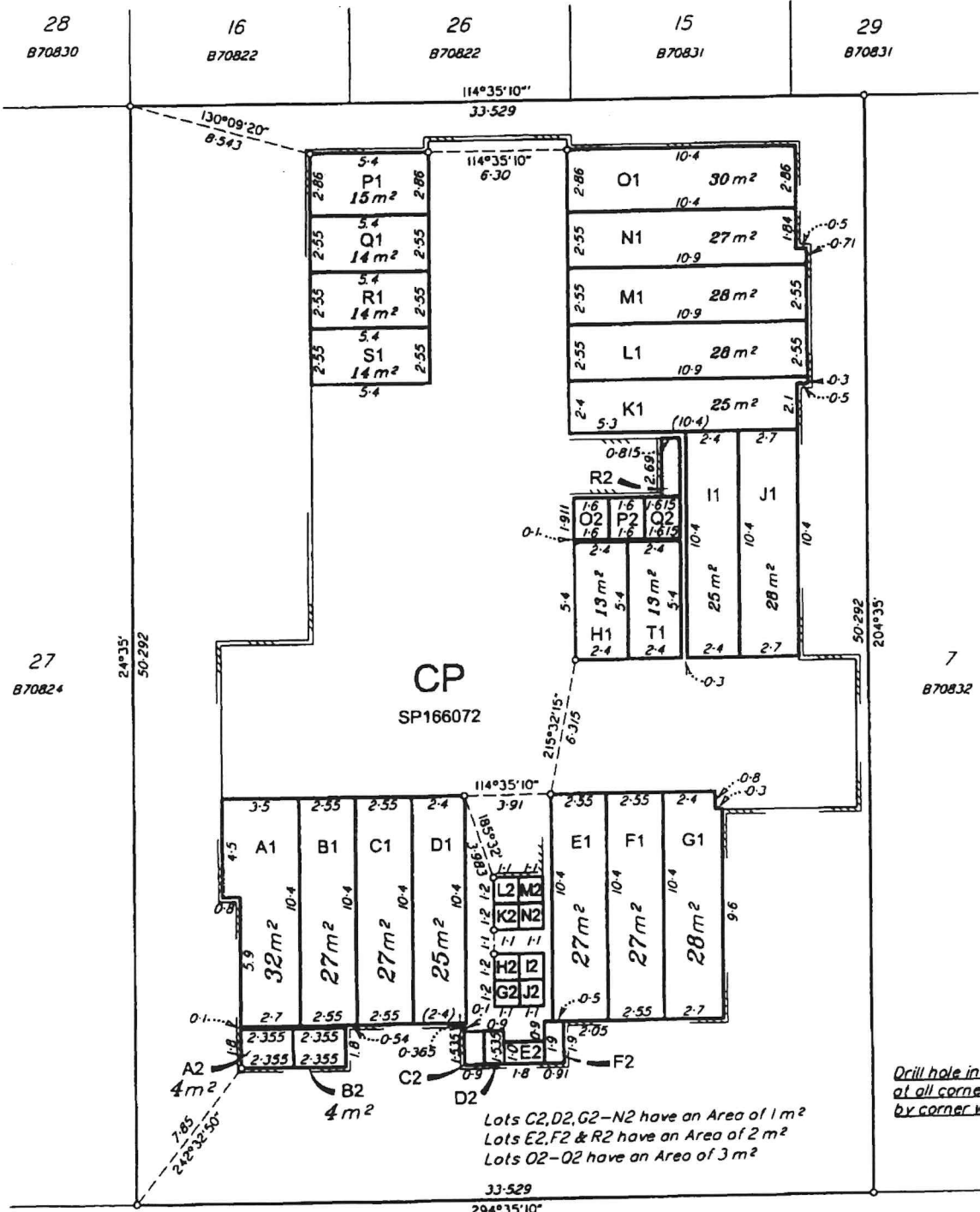
Date: 12/12/2005
 Ref: 30857

— S —	Sewer Line
— D —	Stormwater
— W —	Electricity
— T —	Telecom
— HW —	Water



PLAN A

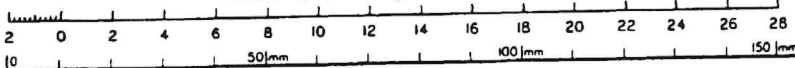
C.T.S. PACIFIC COVE APARTMENTS LEVEL A



Lots C2, D2, G2-N2 have an Area of 1 m²
 Lots E2, F2 & R2 have an Area of 2 m²
 Lots O2-O2 have an Area of 3 m²

Drill hole in concrete placed at all corners unless defined by corner wall.

GOLDEN FOUR DRIVE
 Scale 1: 200 - Lengths are in Metres.



I, Kevin Maurice HOLT, Cadastral Surveyor certify that the details shown on this sketch plan are correct.

KHOTA
 Cadastral Surveyor

15.6.06
 Date

PLAN OF EXCLUSIVE USE OF COMMON PROPERTY IN COMMUNITY TITLES SCHEME NO.

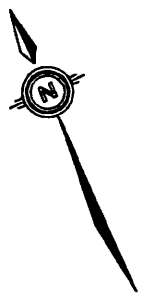
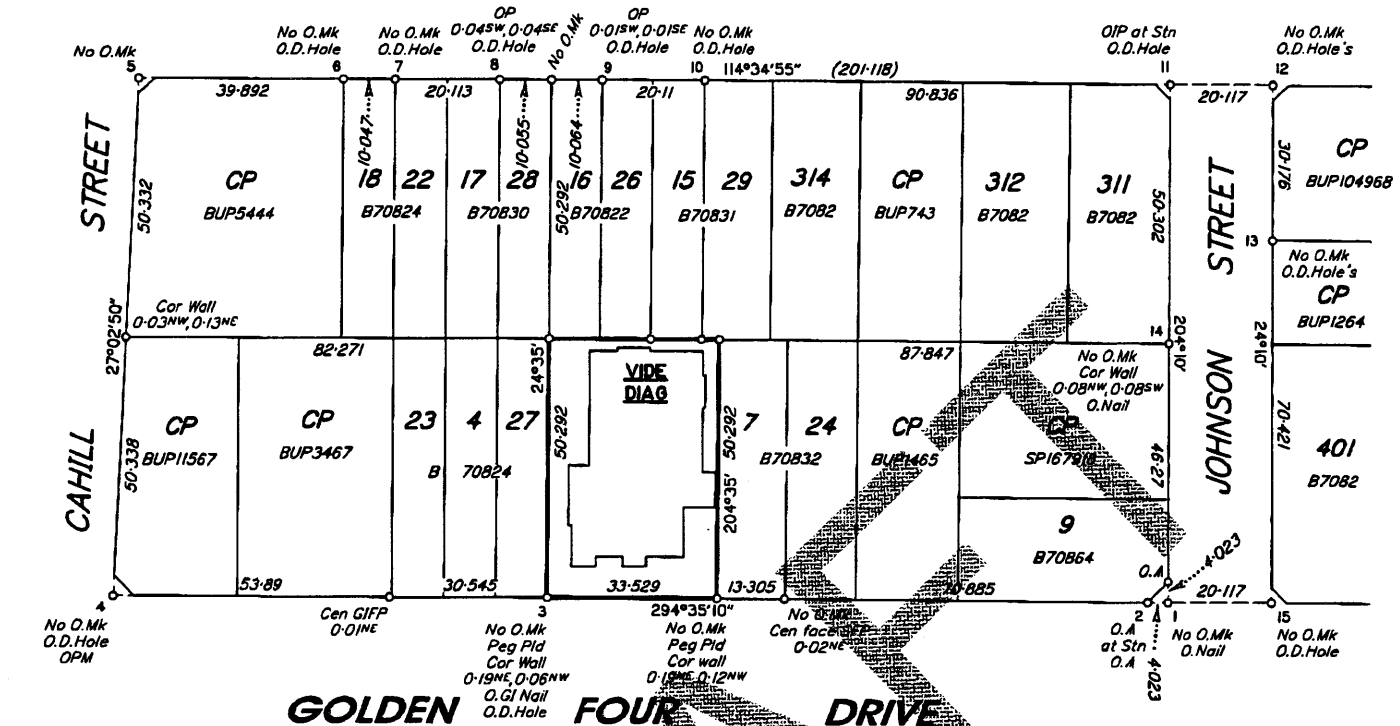
PARISH: **TALLEBUDGERA** COUNTY: *Stanley* LOCAL AUTHORITY: *GOLD COAST C. C.*
 Meridian: SP 166072 Map Ref: 9641-43434 Scale: 1: 200

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

SURVEY PLAN

Sheet 1 of 5

PACIFIC PARADE



REFERENCE MARKS

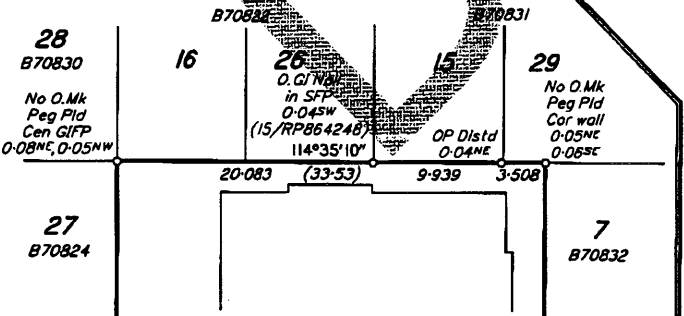
STN	TO	ORIGIN	BEARING	DIST
1	O.Nail in Conc	7/SP167918	200°18'15"	18-651
2	O.A in Conc	3/RP864248	115°44'	2-055
3	O.CI Nail in Cen SFP	7/RP864248	24°32'	0-163
4	O.D.Hole in Conc	7/RP864248	204°07'	1-835
5	Nail in Conc		182°09'	3-908
6	GI Nail in Bit		204°41'	15-809
7	O.D.Hole in Kb	See 11/SP167918	296°24'30"	3-578
8	Nail in Conc		4°47'25"	13-603
9	O.A in Conc	7/RP174488	24°35'	1-5
10	O.D.Hole	3/TS149593	80°35'30"	1-7
11	O.D.Hole in Kb	4/TS149593	23°35'30"	3-612
12	O.D.Hole in Kb	6/TS149593	29°13'40"	13-0
13	O.D.Hole in Kb	8/TS149593	27°40'	3-646
14	O.D.Hole in Conc	9/TS149593	34°00'40"	1-46
15	O.D.Hole & Wing	2/RP174488	23°33'	1-5
16	O.Nail in Conc	See 4/SP167918	312°50'10"	2-633
17	O.D.Hole in Kb	6/TS105519	294°03'	3-885
18	O.Nail in Kb	5/SP167918	108°04'30"	3-574
19	O.D.Hole in Conc	2/TS110797	244°15'	1-534

PERMANENT MARKS

PM	ORIGIN	BEARING	DIST	NO
4-OPM	See 11/SP167918	322°49'15"	18-799	74174
15-PM		225°31'40"	3-072	155762

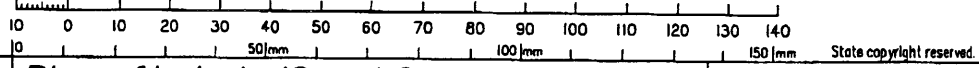
DIAGRAM

Scale 1: 400



BASE PARCEL AREA 1686m²

Scale 1: 1000 - Lengths are in Metres.



I, Kevin Maurice HOLT hereby certify that Jonathan Keith PRATT has surveyed the land comprised in this plan 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 1/2004.

Plan of Lots 1-18 and Common Property

Cancelling Lot 6 on B70832 and Lot 25 on RP864248

PARISH: TALLEBUDGERA COUNTY: Ward

Meridian: SP167918

F/N's: No

Scale: 1:1000
Format: BUILDING
SP166072
Plan Status:

Land Title Act 1994 : Land Act 1994
Form 21A Version 1

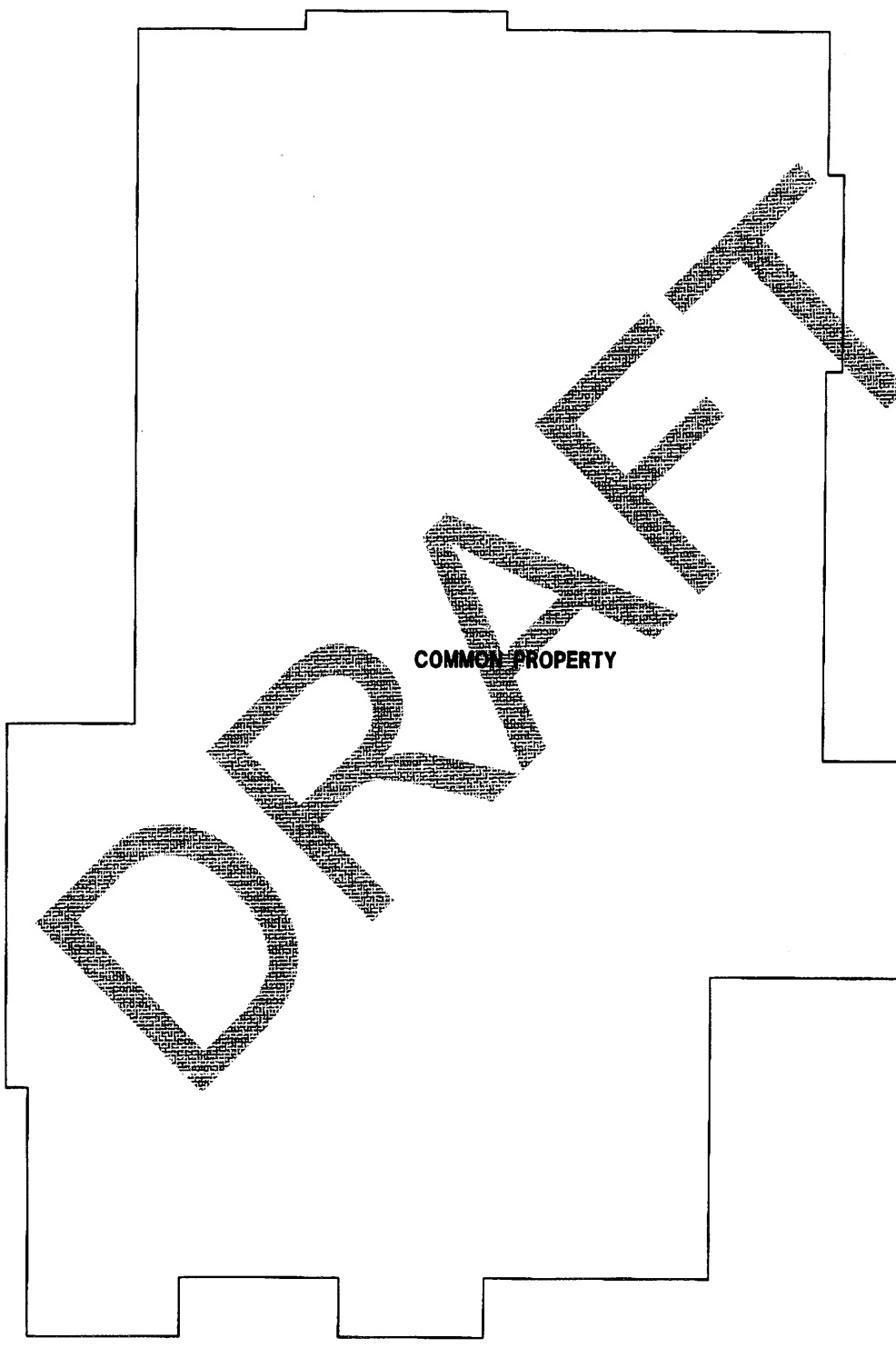
ADDITIONAL SHEET

Sheet 2 of 5

LEVEL A

Scale 1:150

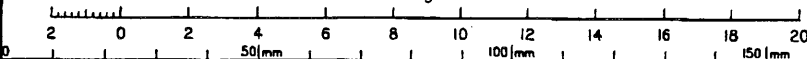
COMMON PROPERTY



COMMON PROPERTY

COMMON PROPERTY

Scale 1:150 - Lengths are in Metres.



State copyright reserved.

Insert Plan Number **SP166072**

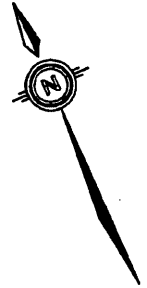
Land Title Act 1994; Land Act 1994
Form 21A Version 1

ADDITIONAL SHEET

Sheet 3 of 5

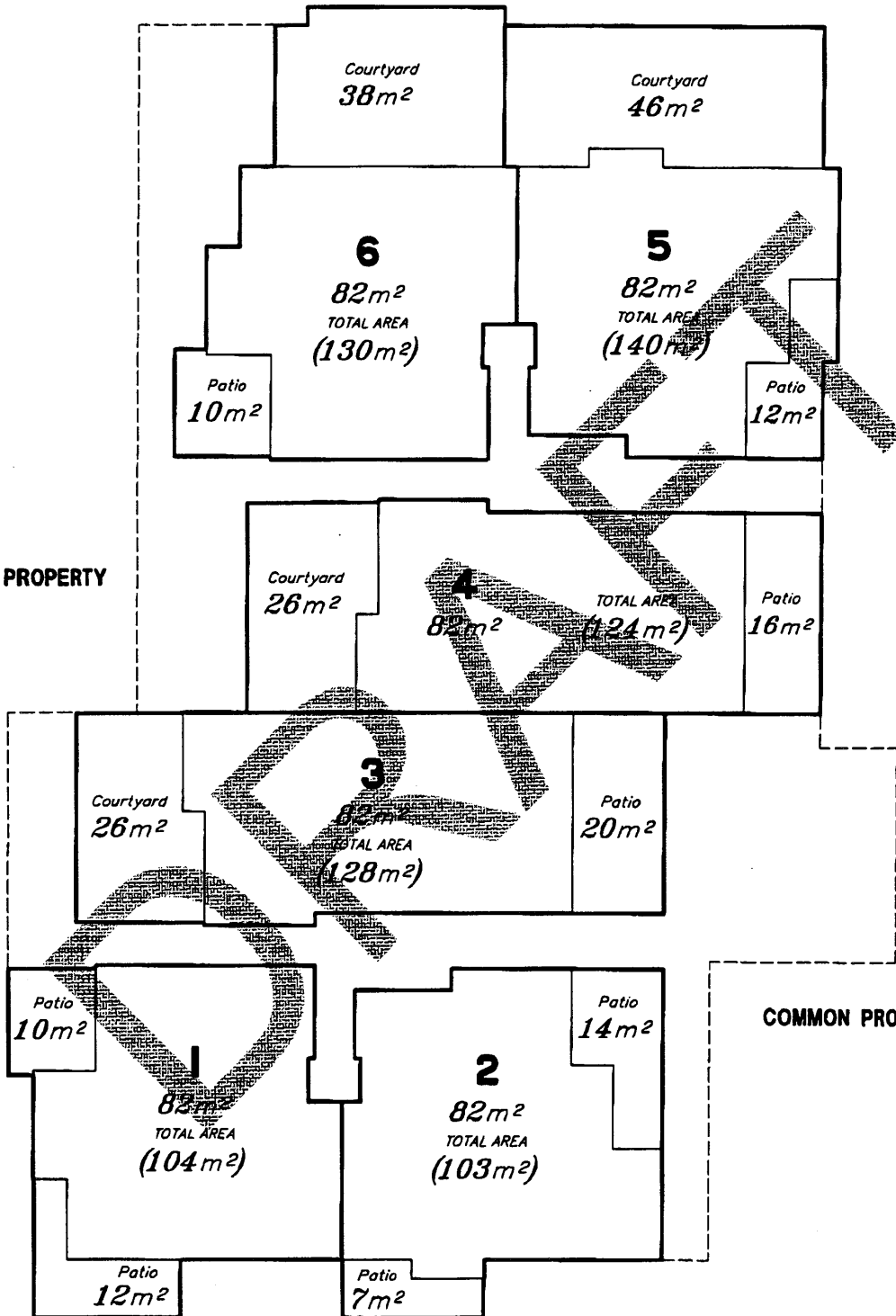
LEVEL B

Scale 1:150



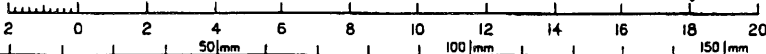
COMMON PROPERTY

COMMON PROPERTY



DENOTES LEVEL BELOW

Scale 1: 150 - Lengths are in Metres.



State copyright reserved.

Insert Plan Number **SP166072**

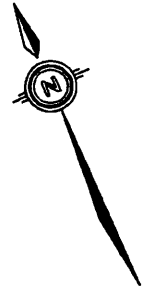
Land Title Act 1994; Land Act 1994
Form 21A Version 1

ADDITIONAL SHEET

Sheet 4 of 5

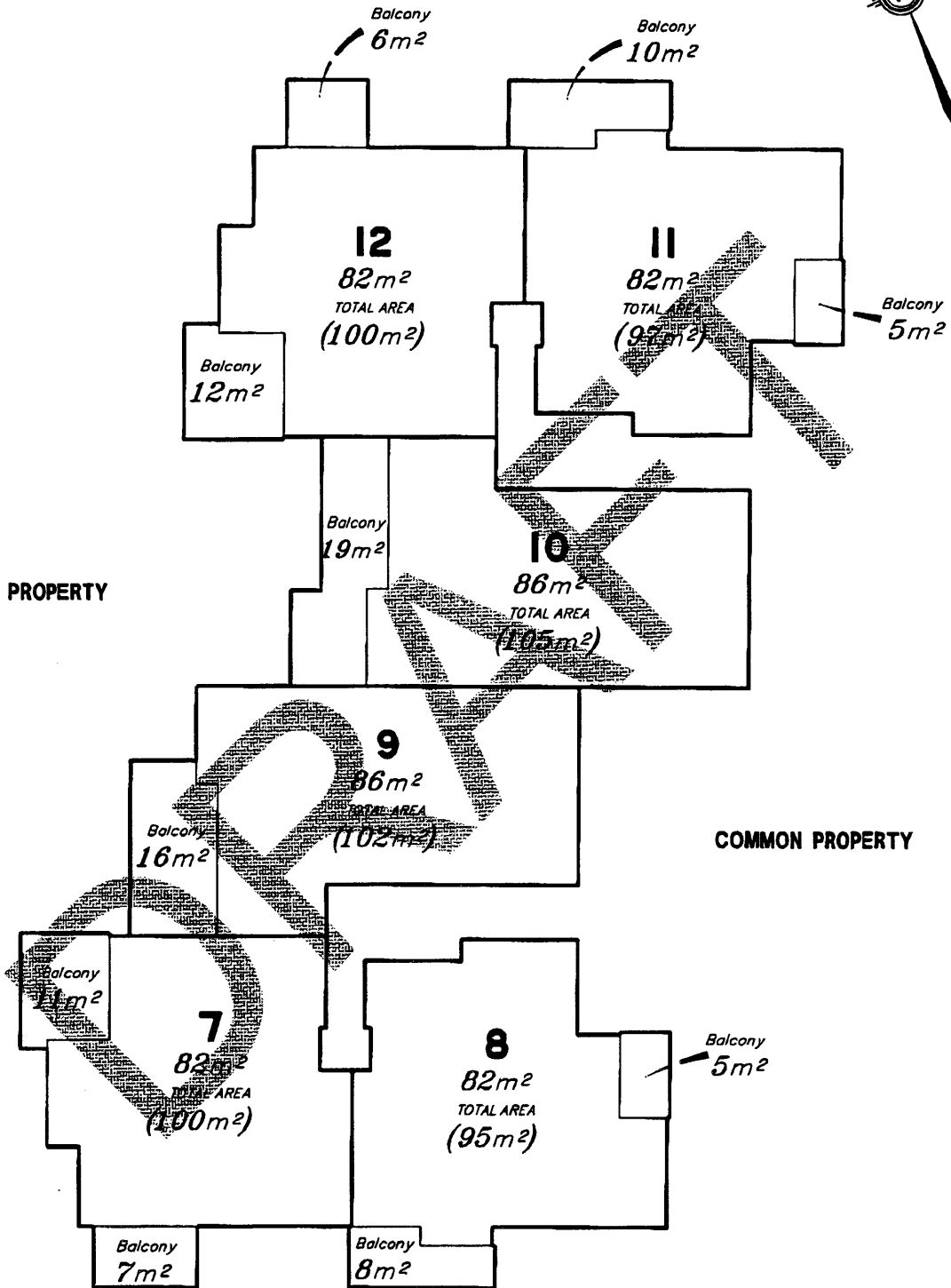
LEVEL C

Scale 1:150

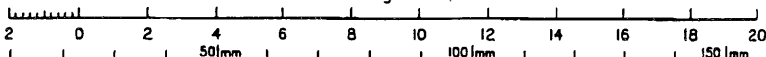


COMMON PROPERTY

COMMON PROPERTY



Scale 1:150 - Lengths are in Metres.



State copyright reserved.

Insert Plan Number **SP166072**

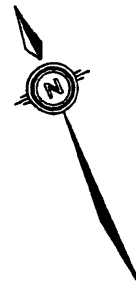
Land Title Act 1994 ; Land Act 1994
Form 21A Version 1

ADDITIONAL SHEET

Sheet 5 of 5

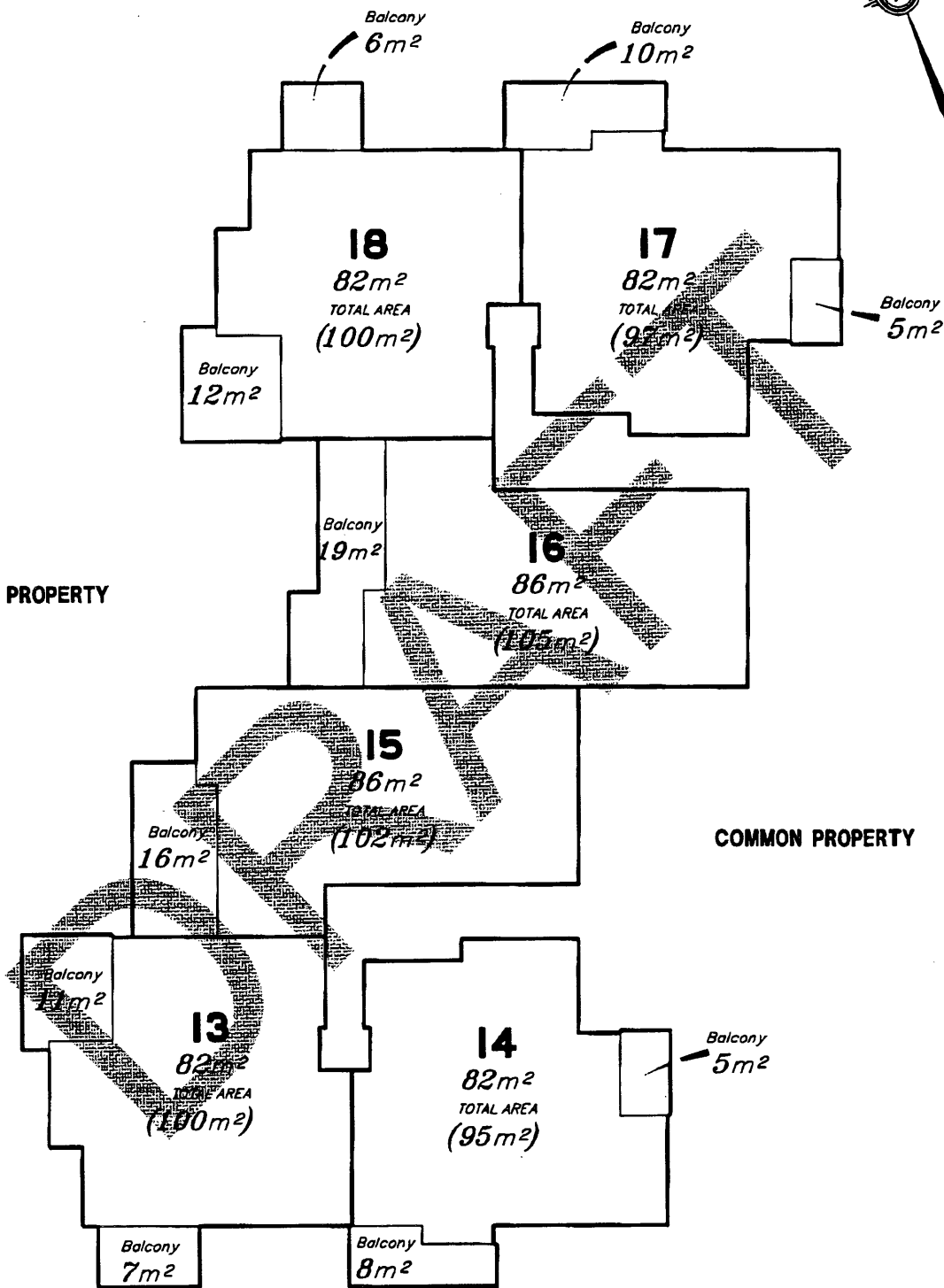
LEVEL D

Scale 1:150

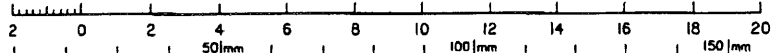


COMMON PROPERTY

COMMON PROPERTY



Scale 1: 150 - Lengths are in Metres.



State copyright reserved.

Insert Plan Number **SP166072**

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

(Dealing No.)

Registered

s. Lodged by

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

1. Certificate of Registered Owners or Lessees.

I/We MICHAEL HASTIL
ANASTASIA HASTIL
PETER HASTIL
JOINT TENANTS INTER SE TENANTS IN COMMON

(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

* Rule out whichever is inapplicable

2. Local Government Approval

*
hereby approves this plan in accordance with the :
%

Dated this day of

..... #

..... #

* 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

3. Plans with Community Management Statement :

CMS Number :

Name :

4. References :

Dept File :
Local Govt :
Surveyor : 30857

6. Existing		Created			
Title Reference	Lot	Plan	Lots	Emts	Road
	6	B70832	2-6,8-12,14-18		
	25	RP864248	1-4,6-10,13-16 & 18		

1,7 & 13	Allots 5 & 25 of Sec.3
2,4,8 & 14	Allots 6 & 25 of Sec.3
3,6,9,10,12,15,16,18 & CP	Allots 5,6 & 25 of Sec.3
5,11 & 17	Allot 6 of Sec.3
Lots	Orig

7. Portion Allocation :

8. Map Reference :
9641-434342

9. Locality :
BILINGA

10. Local Government :
GOLD COAST C. C.

11. Passed & Endorsed :

By: Kevin Maurice Holt
Date:
Signed:
Designation: Cadastral Surveyor.....

12. Building Format Plans only.

I certify that :
* As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or road;
~~* Part of the building shown on this plan encroaches onto adjoining lots and road~~

Cadastral Surveyor/Director* Date
*delete words not required

13. Lodgement Fees :

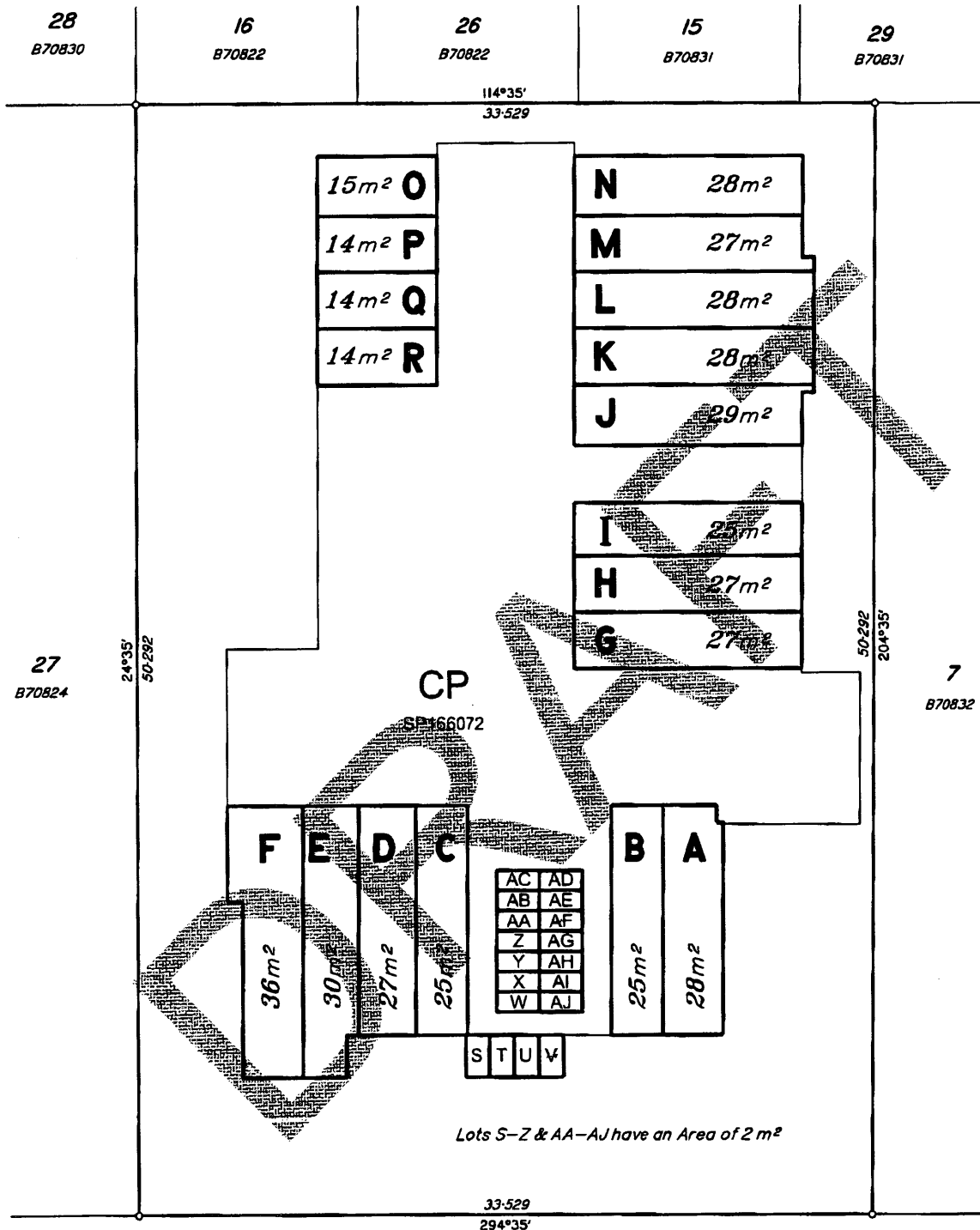
Survey Deposit \$
Lodgement \$
..... New Titles \$
Photocopy \$
Postage \$
TOTAL \$

14. Insert Plan Number

SP166072

Sheet 1 of 1

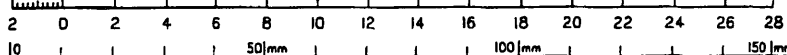
C.T.S. LEVEL A



Lots S-Z & AA-AJ have an Area of 2 m²

GOLDEN FOUR DRIVE

Scale 1:200 - Lengths are in Metres.



I, Kevin Maurice HOLT, Cadastral Surveyor certify that the details shown on this sketch plan are correct.

PLAN OF EXCLUSIVE USE OF COMMON PROPERTY IN COMMUNITY TITLES SCHEME NO.

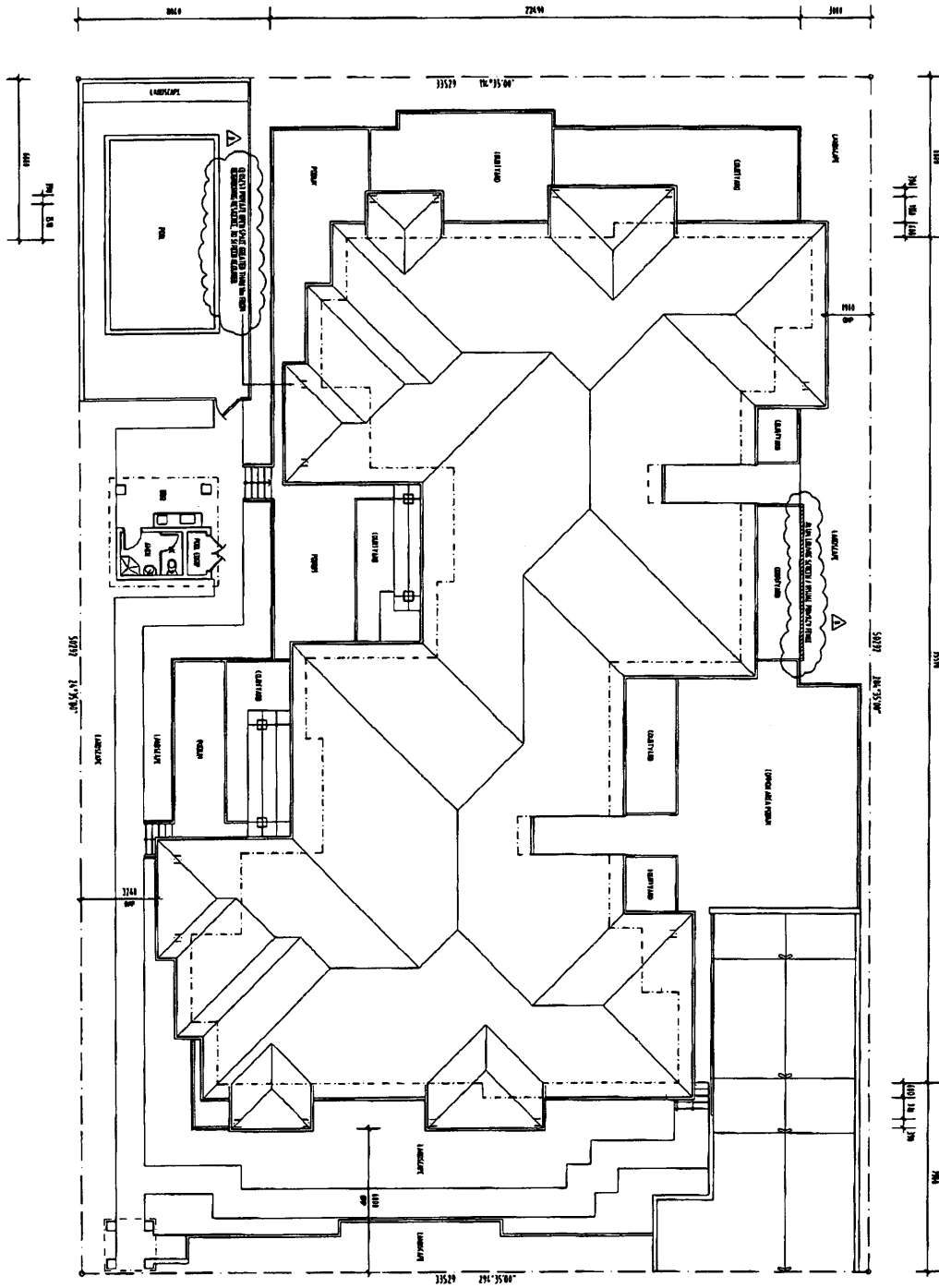
..... Date
Cadastral Surveyor

PARISH: **TALLEBUDGERA** COUNTY: **Stanley** LOCAL AUTHORITY: **GOLD COAST C. C.**

Meridian: of RP864248

Map Ref: 9641-434342

Scale: 1:200



GOLDEN FOUR DRIVE

01 SITE PLAN
SCALE: 1/8" = 1'-0"

REVISIONS			
NO.	DATE	BY	DESCRIPTION

PROJECT:
Residential Unit
Development
Lot 25 on BPR644348 &
Lot 6 on B70832
1113 Golden Four Drive
Bilings Qld

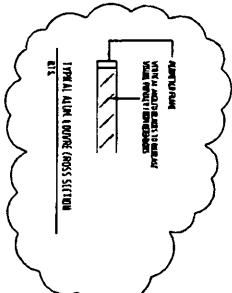
CLIENT:
Buildcorp International Pty Ltd

Neil Hudson
Architect

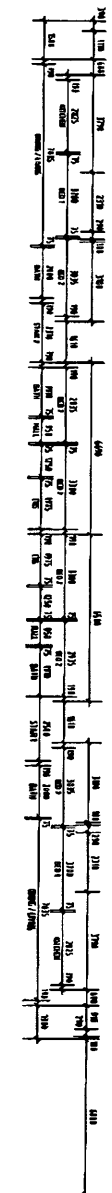
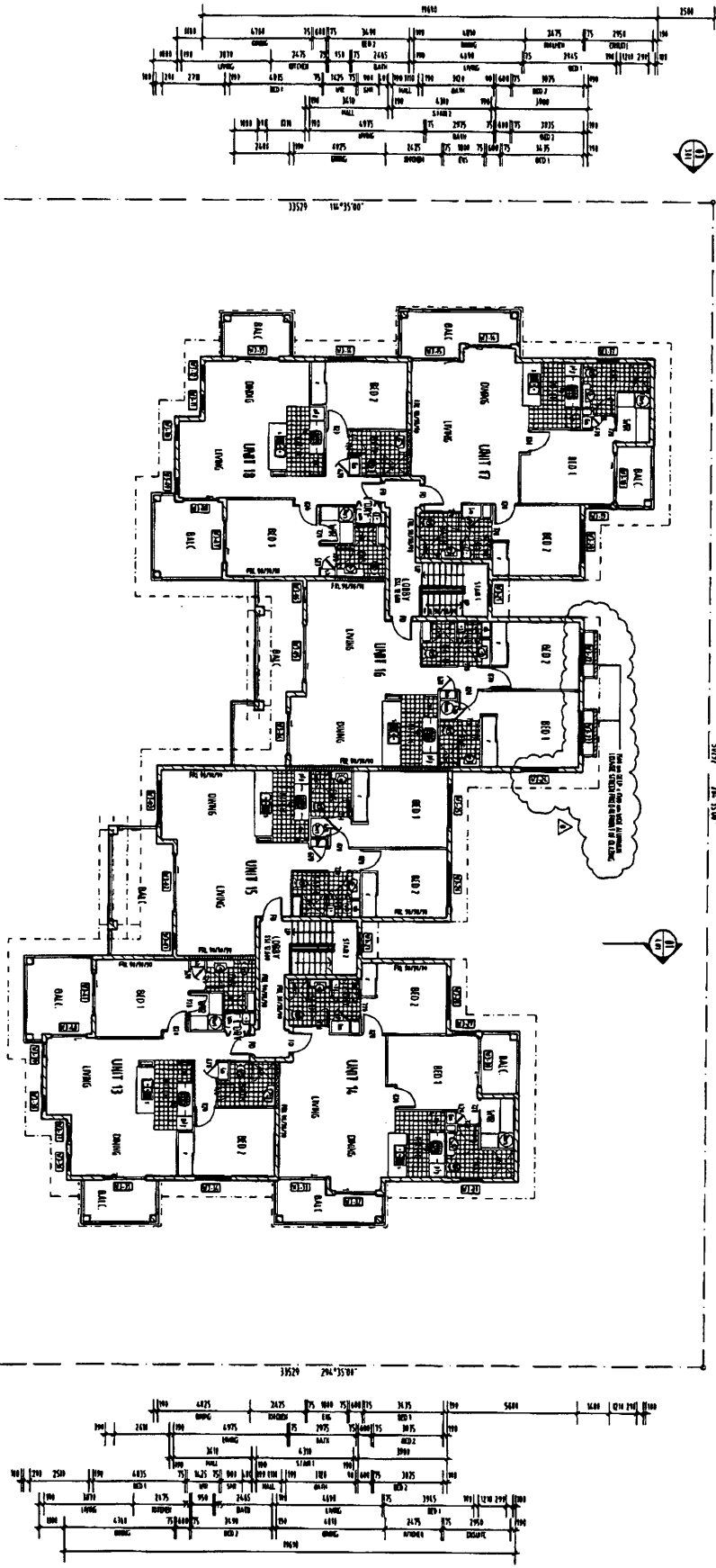
PROJECT TITLE:
SITE PLAN

DATE	STATUS
2011.05.10	DESIGNED
2011.05.10	REVISED
2011.05.10	REVISED
2011.05.10	REVISED
2011.05.10	REVISED

WD-101

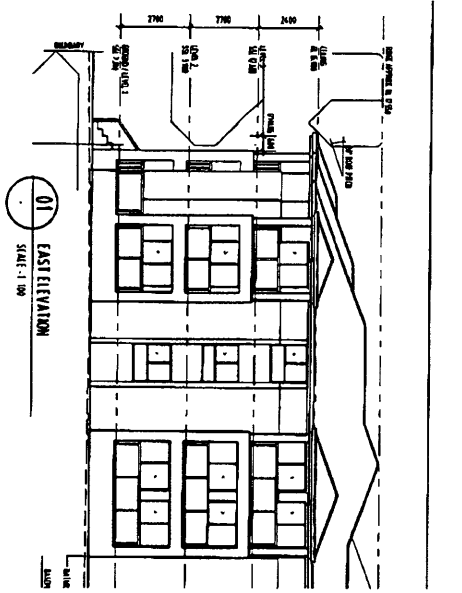
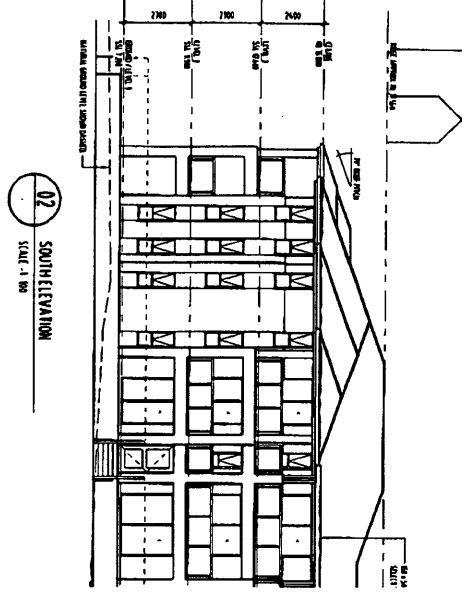
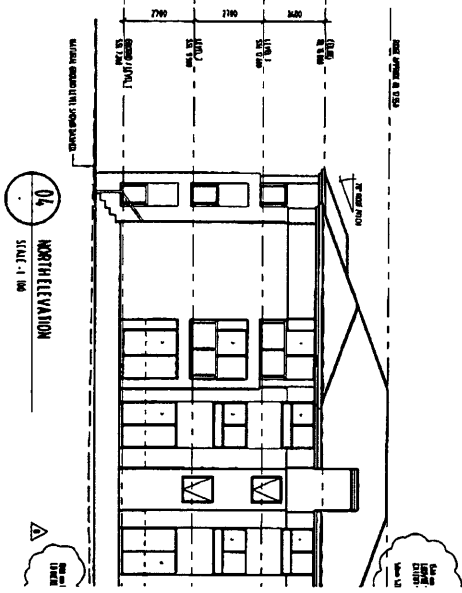


01 LEVEL 3 FLOOR PLAN
SCALE: 1/8" = 1'-0"



- GENERAL NOTES / LEGEND**
- 1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 - 2. REFER TO ARCHITECTURAL SPECIFICATIONS FOR MATERIALS AND FINISHES.
 - 3. REFER TO MECHANICAL, ELECTRICAL AND PLUMBING (MEP) DRAWINGS FOR SYSTEMS AND EQUIPMENT.
 - 4. REFER TO STRUCTURAL DRAWINGS FOR CONCRETE AND STEEL DETAILS.
 - 5. REFER TO FINISH SCHEDULE FOR MATERIALS AND FINISHES.
 - 6. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 7. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 8. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 9. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 10. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 11. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 12. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 13. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 14. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 15. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 16. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 17. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 18. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 19. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 20. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 21. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 22. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 23. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 24. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 25. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 26. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 27. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 28. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 29. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 30. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 31. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 32. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 33. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 34. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 35. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 36. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 37. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 38. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 39. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 40. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 41. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 42. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 43. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 44. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 45. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 46. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 47. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 48. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 49. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 50. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 51. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 52. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 53. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 54. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 55. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 56. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 57. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 58. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 59. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 60. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 61. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 62. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 63. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 64. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 65. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 66. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 67. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 68. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 69. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 70. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 71. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 72. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 73. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 74. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 75. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 76. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 77. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 78. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 79. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 80. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 81. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 82. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 83. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 84. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 85. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 86. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 87. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 88. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 89. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 90. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 91. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 92. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 93. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 94. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 95. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 96. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 97. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 98. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 99. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.
 - 100. REFER TO SCHEDULES FOR EQUIPMENT AND MATERIALS.

<p>ARCHITECTS</p> <p>Neil Hudson Architect</p>	
<p>CLIENT</p> <p>Buildcorp International Pty Ltd</p>	
<p>PROJECT</p> <p>Residential Unit Development Lot 25 on RP964248 & Lot 6 on E70853 111 Golden Four Drive Bilgaya QLD</p>	
<p>DATE</p> <p>15/11/2023</p>	
<p>SCALE</p> <p>1/8" = 1'-0"</p>	
<p>PROJECT NO</p> <p>WD-2/04</p>	



**Bugden
Lawyers****Bugden Lawyers**

28 782 255 237

Suite 4A, Level Four, Corporate Centre One

200 Bundall Road, Bundall, Queensland 4217

PO Box 9170,, Gold Coast MC, Queensland 9726

Telephone [07] 5574 2232

Facsimile [07] 5574 2234

Our Ref: DB:DB:50134
Direct Email: karlie@bugdenlawyers.com.au
Enquires: Dwane Bugden
Your Ref: Ian Soloman

Facsimile

To: Ian Soloman

From: Dwane Bugden

Company: Complete Body Corporate Services Date: 27 April 2005

Fax Number: 5591 7504

Total pages: 15

Re: Jewelbrace Pty Ltd Subdivision

Property: "Pacific Cove Apartments" 111-113

Golden Four Drive Bilinga

Cc:

Message:

Dear Ian

I refer to our telephone discussion a few weeks ago relating to our client engaging you as Body Corporate Managers for the proposed 18 Lot, 3 Storey Walk Up that they are about to commence constructing at 111-113 Golden Four Drive Bilinga.

We attach a copy of the following for your reference:

1. Draft Survey Plans
2. Architectural Drawings

There will be no on-site manager or letting agent at this stage. We are waiting for the 10 year sinking fund analysis from Rider Hunt.

Could you please:

1. Prepare an Administrative Fund Budget
2. Prepare a Sinking Fund Budget
3. Prepare an Insurance Fund Budget
4. Supply a copy of your proposed Management Agreement.

I am instructed that the reinstatement value for insurance purposes for the complex will be \$3,400,000.00 including demolition costs. Exclusive Use will be given to each Lot for car spaces.

I look forward to receiving something from you shortly. In the meantime if you have any queries please do not hesitate to contact me.

Yours faithfully
BUGDEN LAWYERS

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:

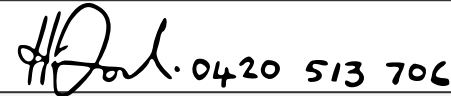
6. Certification

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.

IMPORTANT INFORMATION FOR BUYERS

You are strongly advised to read all the information provided to you by the seller and obtain independent professional legal advice before signing a contract.

The property to which this certificate relates, is part of a Community Titles Scheme regulated under the *Body Corporate and Community Management Act 1997*. Owning a lot (for example, a unit, apartment or townhouse) in a Community Titles Scheme comes with different rights and obligations to those associated with owning a property that is not part of a Community Titles Scheme. This statement contains important information about owning a lot in a Community Titles Scheme, as well as information specific to the lot you are considering buying.

You may rely on this certificate in a claim against the body corporate as conclusive evidence of matters stated in the certificate (other than to the extent to which the certificate contains an error that is reasonably apparent).

MEMBERSHIP OF BODY CORPORATE

Upon becoming the owner of a lot in a Community Titles Scheme, you will:

- Automatically become a member of the body corporate for the scheme and can take part in the management of the scheme;
- Have to pay contributions towards the body corporates expenses in managing the scheme;
- Have to comply with the body corporate by-laws.
- You must notify the body corporate via a Form 8 that you have become the owner of a lot in the scheme within 1 month.

WARNINGS

- This statement does not include information about –
 - Flooding history
 - Structural soundness of the building or pest infestation
 - Current or historical use of the property
 - Current or historical use of the property
 - Current or past building 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
- You are encouraged to make your own enquiries about these matters prior to signing a contract. You may not be able to terminate the contract if these matters are discovered after you sign.
- No warranty is given that the use of the land is legal. Further information about land use, transport, sewerage and drainage infrastructure, vegetation and flooding may be available from local government.
- If the property is part of a Community Title Scheme, it may be subject to had have the benefit of statutory easements under the *Land Titles Act 1994*, which are not required to be disclosed.

SELLER STATEMENTS

Under the Body Corporate and Community Management Act 1997, certain warranties about some aspects of the Community Titles Scheme are implied in a contract for the sale of a lot. If you discover a breach of a warranty before settlement, you may have a right to terminate the contract. The warranties are:

- At the date of the contract there are no latent or patent defects in the common property or the body corporate assets (other than defects arising through fair wear and tear or disclosed in the contract) known to the seller or disclosed in the body corporate records;
- At the date of the contract, there are no actual, contingent or expected liabilities of the body corporate that are not part of the body corporate's normal operating expenses (other than disclosure in the contract) known to the seller or disclosed in the body corporate records;

- At completion of the contract, there are no circumstances known to the seller in relation to the affairs of the body corporate likely to materially prejudice the buyer;
- To the seller's knowledge, there are no other unregistered or statutory easements, covenants or encumbrances affecting the property that will not be released at settlement other than those disclosed with this statement;
- The seller states that written notice is not required under the *Environmental Protection Act 1994*, section 347, 362 or 408, unless notice is given with this statement;
- The seller states that there are no tree orders or applications under the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011* affecting the property unless notice is given with this statement;
- The seller states that no building work has been carried out by an unlicensed person in the last six years unless a notice under the *Queensland Building and Construction Commission Act 1991*, section 47 is given with this statement;
- No warranties are given about the structural soundness of the building/s or improvements on the property. It is recommended that a buyer engage a licensed building inspector to inspect the building and provide a report;
- If the property is a commercial office building of more than 1000m² a Building Energy Efficiency Certificate is available on the Building Energy Efficiency Register;
- To the seller's knowledge, there are no current orders, notices or transport infrastructure proposals affecting the land issued by a State or local government or other relevant authority that may affect the title to or use of the land after settlement, except as disclosed in this statement.

SHORT TERM LETTING IN COMMUNITY TITLES SCHEMES

The lawful use of a lot, including whether a lot can be used for short-term letting, is determined by the relevant local government under the applicable planning laws, instruments and documents. You may wish to seek advice from the relevant local government authority or your solicitor about the permitted lawful use of the lot, including whether the permitted lawful use may subsequently change.

It is possible that lots in the Community Titles Scheme are currently being used (or will in future be used) lawfully or unlawfully for short-term or transient accommodation (for example, by being advertised on AirBNB).

Relevant planning and development documents can be obtained from the relevant local government. 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.

OBTAINING FURTHER INFORMATION

You are strongly advised to conduct a search of the body corporate records for the Community Titles Scheme which the property you are buying is part of. A search of the body corporate records, including financial records and statements; minutes of body corporate general meetings and committee meetings; and correspondence sent and received by the body corporate, can provide important information about the scheme that is not included in this certificate, such as:

- Disputes relating to the Community Titles Scheme;
- The need for major body corporate expenditure in the future;
- Any legal action the body corporate may be involved in;
- Orders made against the body corporate, or in relation to the scheme, by a judicial or administrative authority.

To search the body corporate records, contact the person responsible for keeping the body corporate records.

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.

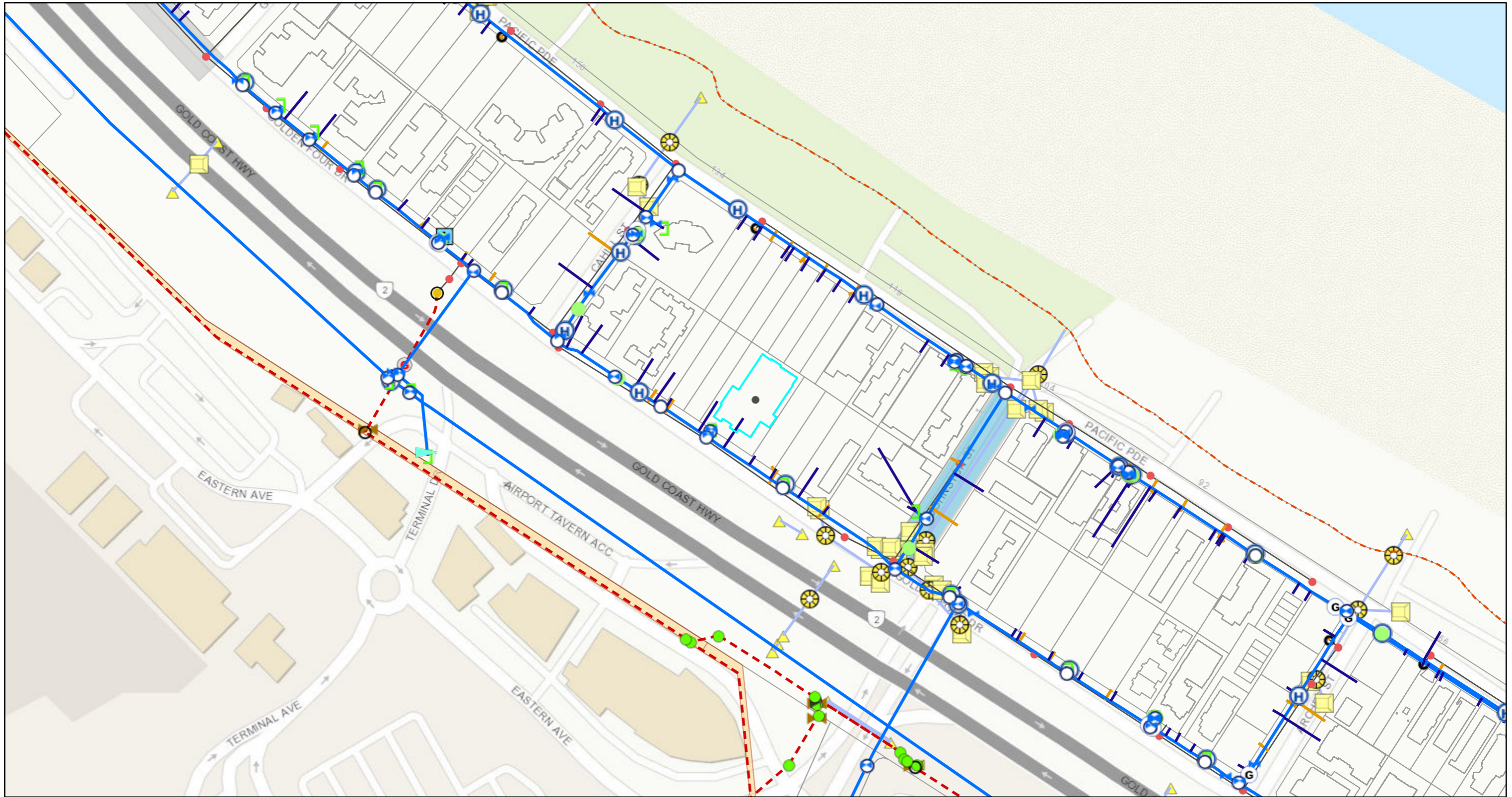
Privacy statement

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*.

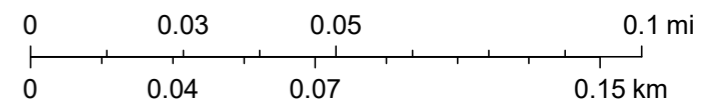
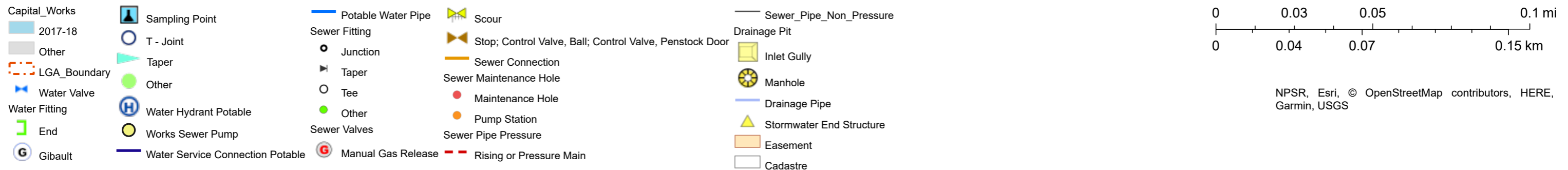
This is a public document and the information in this form will be made available to the public.

As Constructed Assets



4/7/2026, 10:51:57 AM

1:2,257



NPSR, Esri, © OpenStreetMap contributors, HERE, Garmin, USGS