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

Seller	**Michael Norman Mangraviti**
Property address (referred to as the "property" in this statement)	**1906/22 SURF PARADE, BROADBEACH QLD 4218**
Lot on plan description	**1906/SP182337**

Community titles scheme or BUGTA scheme:

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

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

☐ **No** — *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**

Registered encumbrances

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.

You should seek legal advice about your rights and obligations before signing the contract.

Unregistered encumbrances (excluding statutory encumbrances)

There are encumbrances not registered on the title that will continue to affect the property after **settlement**. ☐ **Yes** ☒ **No**

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.

Unregistered lease (if applicable)

If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows:

» 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:

Other unregistered agreement in writing (if applicable)

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. ☐ **Yes**

Unregistered oral agreement (if applicable)

If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows:

Statutory encumbrances

There are statutory encumbrances that affect the property. ☒ **Yes** ☐ **No**

If ***Yes****, the details of any statutory encumbrances are as follows:*

Building Management Statement No 711540256 - benefiting and burdening the lot

Residential tenancy or rooming accommodation agreement

The property has been subject to a residential tenancy agreement or a rooming accommodation agreement under the *Residential Tenancies and Rooming Accommodation Act 2008* during the last 12 months. ☐ **Yes** ☒ **No**

If **Yes**, when was the rent for the premises or each of the residents' rooms last increased? *(Insert date of the most recent rent increase for the premises or rooms)*

Note—Under the *Residential Tenancies and Rooming Accommodation Act 2008* the rent for a residential premises may not be increased earlier than 12 months after the last rent increase for the premises.

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.

Part 3 – Land use, planning and environment

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

Zoning	The zoning of the property is *(Insert zoning under the planning scheme, the Economic Development Act 2012; the Integrated Resort Development Act 1987; the Mixed Use Development Act 1993; the State Development and Public Works Organisation Act 1971 or the Sanctuary Cove Resort Act 1985, as applicable)*: High Density Residential		
Transport proposals and resumptions	The lot is affected by a notice issued by a Commonwealth, State or local government entity and given to the seller about a transport infrastructure proposal* to: locate transport infrastructure on the property; or alter the dimensions of the property.	☐ **Yes**	☒ **No**
	The lot is affected by a notice of intention to resume the property or any part of the property.	☐ **Yes**	☒ **No**
	If **Yes**, *a copy of the notice, order, proposal or correspondence must be given by the seller.*		

* *Transport infrastructure* has the meaning defined in the *Transport Infrastructure Act 1994*. A *proposal* means a resolution or adoption by some official process to establish plans or options that will physically affect the property.

Contamination and environmental protection	The property is recorded on the Environmental Management Register or the Contaminated Land Register under the *Environmental Protection Act 1994*.	☐ **Yes**	☒ **No**
	The following notices are, or have been, given:		
	A notice under section 408(2) of the *Environmental Protection Act 1994* (for example, land is contaminated, show cause notice, requirement for site investigation, clean up notice or site management plan).	☐ **Yes**	☒ **No**
	A notice under section 369C(2) of the *Environmental Protection Act 1994* (the property is a place or business to which an environmental enforcement order applies).	☐ **Yes**	☒ **No**
	A notice under section 347(2) of the *Environmental Protection Act 1994* (the property is a place or business to which a prescribed transitional environmental program applies).	☐ **Yes**	☒ **No**
Trees	There is a tree order or application under the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011* affecting the property. *If* **Yes**, *a copy of the order or application must be given by the seller.*	☐ **Yes**	☒ **No**
Heritage	The property is affected by the *Queensland Heritage Act 1992* or is included in the World Heritage List under the *Environment Protection and Biodiversity Conservation Act 1999* (Cwlth).	☐ **Yes**	☒ **No**
Flooding	Information about whether the property is affected by flooding or another natural hazard or within a natural hazard overlay can be obtained from the relevant local government and you should make your own enquires. Flood information for the property may also be available at the FloodCheck Queensland portal or the Australian Flood Risk Information portal.		
Vegetation, habitats and protected plants	Information about vegetation clearing, koala habitats and other restrictions on development of the land that may apply can be obtained from the relevant State government agency.		

Part 4 – Buildings and structures

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

Swimming pool	There is a relevant pool for the property.	☒ **Yes**	☐ **No**
	If a community titles scheme or a BUGTA scheme – a shared pool is located in the scheme.	☒ **Yes**	☐ **No**
	Pool compliance certificate is given.	☒ **Yes**	☐ **No**
	OR		
	Notice of no pool safety certificate is given.	☐ **Yes**	☐ **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.	☐ **Yes**	☒ **No**
	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.		
Notices and orders	There is an unsatisfied show cause notice or enforcement notice under the *Building Act 1975*, section 246AG, 247 or 248 or under the *Planning Act 2016*, section 167 or 168.	☐ **Yes**	☒ **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.	☐ **Yes**	☒ **No**
	*If **Yes**, a copy of the notice or order must be given by the seller.*		
Building Energy Efficiency Certificate	If the property is a commercial office building of more than 1,000m2, 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 5 – Rates and services

WARNING TO BUYER – The amount of charges imposed on you may be different to the amount imposed on the seller.

Rates	**Whichever of the following applies—**
	The total amount payable* for all rates and charges (without any discount) for the property as stated in the most recent rate notice is: Amount: $977.66 Date Range: 01/07/25-31/12/25 OR The property is currently a rates exempt lot.** ☐ OR The property is not rates exempt but no separate assessment of rates ☐ is issued by a local government for the property.

*Concessions: A local government may grant a concession for rates. The concession will not pass to you as buyer unless you meet the criteria in section 120 of the *Local Government Regulation 2012* or section 112 of the *City of Brisbane Regulation 2012*.

** An exemption for rates applies to particular entities. The exemption will not pass to you as buyer unless you meet the criteria in section 93 of the *Local Government Act 2009* or section 95 of the *City of Brisbane Act 2010*.

Water	**Whichever of the following applies—**
	The total amount payable as charges for water services for the property as indicated in the most recent water services notice* is: Amount: $355.79 Date Range: 20/03/25-13/06/25 OR There is no separate water services notice issued for the lot; however, an estimate of the total amount payable for water services is: Amount: Date Range:

* A water services notices means a notice of water charges issued by a water service provider under the *Water Supply (Safety and Reliability) Act 2008*.

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.** ***(If Yes, complete the information below)***	☒ **Yes**	☐ **No**
Community Management Statement	A copy of the most recent community management statement for the scheme as recorded under the *Land Title Act 1994* 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.	☒ **Yes**	
Body Corporate Certificate	A copy of a body corporate certificate for the lot under the *Body Corporate and Community Management Act 1997*, section 205(4) is given to the buyer. *If* ***No***— 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 *Property Law Regulation 2024* why the seller has not been able to obtain a copy of the body corporate certificate for the lot.	☒ **Yes** ☐ **Yes**	☐ **No**
Statutory Warranties	**Statutory Warranties**—If you enter into a contract, you will have implied warranties under the *Body Corporate* and *Community Management Act 1997* 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** ***(If Yes, complete the information below)***	☐ **Yes**	☒ **No**
Body Corporate Certificate	A copy of a body corporate certificate for the lot under the *Building Units and Group Titles Act 1980*, section 40AA(1) is given to the buyer. *If* ***No***— 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 *Property Law Regulation 2024* 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.	☐ **Yes** ☐ **Yes**	☐ **No**

Signatures – SELLER

Signature of seller	Signature of seller
Michael Norman Mangraviti	
Name of Seller	Name of Seller
23/2/26	
Date	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
ABN 23 648 568 101

Title Reference:	**50713360**	**Search Date:**	19/12/2025 09:51
Date Title Created:	03/04/2008	**Request No:**	54536457
Previous Title:	50713202		

ESTATE AND LAND

Estate in Fee Simple

LOT 1906 SURVEY PLAN 182337
Local Government: GOLD COAST

COMMUNITY MANAGEMENT STATEMENT 38268

REGISTERED OWNER

Dealing No: 717937582 03/04/2017

MICHAEL NORMAN MANGRAVITI

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
   Deed of Grant No. 13580180 (ALLOT 1 SEC 36)
   Deed of Grant No. 14525096 (ALLOT 2 SEC 36)
   Deed of Grant No. 14525097 (ALLOT 3 SEC 36)
   Deed of Grant No. 14525098 (ALLOT 4 SEC 36)
   Deed of Grant No. 15166214 (ALLOT 5 SEC 36)
   Deed of Grant No. 15166215 (ALLOT 6 SEC 36)
   Deed of Grant No. 15166216 (ALLOT 24 SEC 36)
   Deed of Grant No. 15166217 (ALLOT 25 SEC 36)
   Deed of Grant No. 15166218 (ALLOT 26 SEC 36)
   Deed of Grant No. 15166219 (ALLOT 27 SEC 36)
2. BUILDING MANAGEMENT STATEMENT No 711540256 31/03/2008 at 16:39
   benefiting and burdening the lot

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

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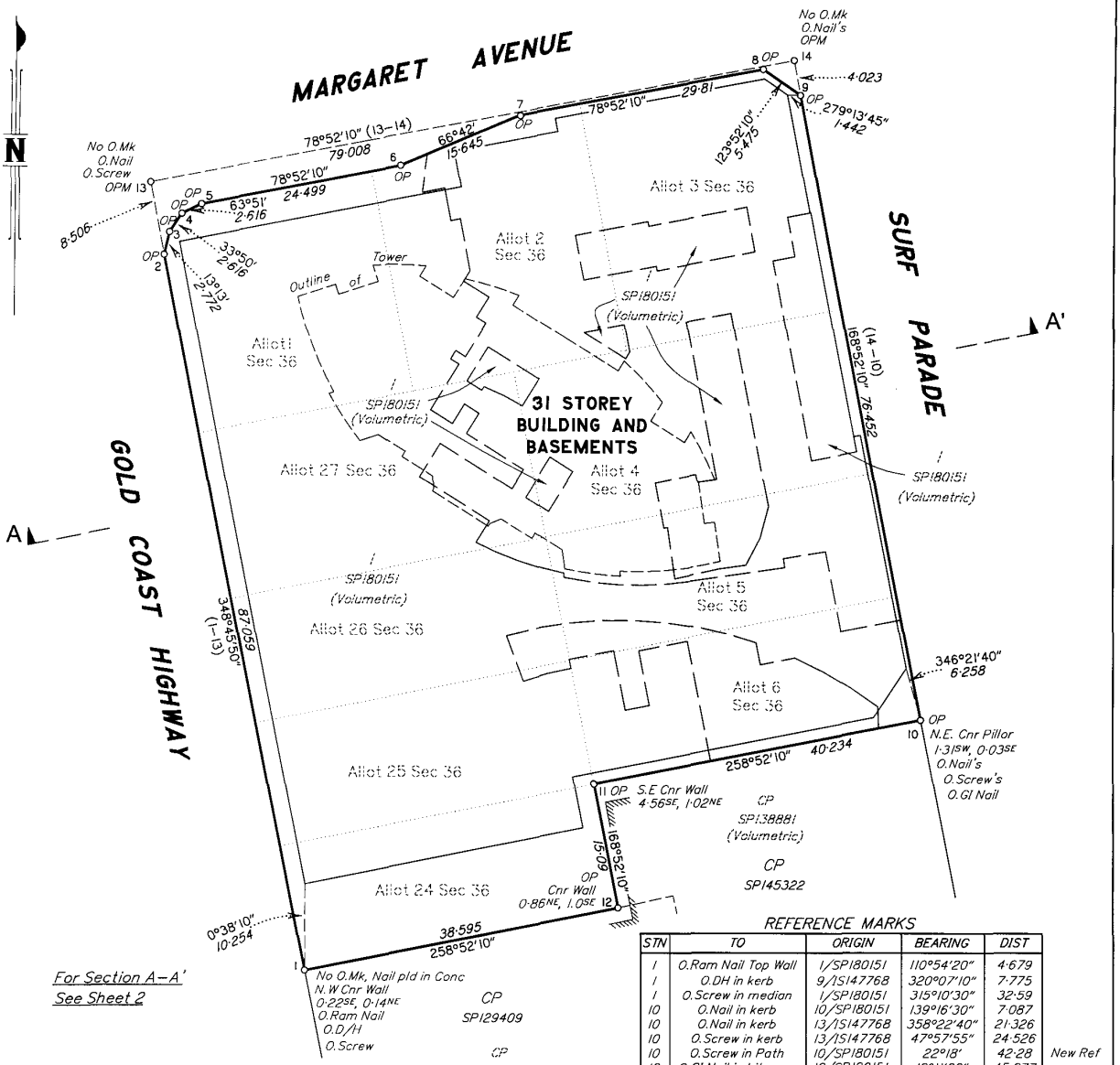
Requested by: D-ENQ INFOTRACK PTY LIMITED

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

SURVEY PLAN

Sheet 1 of 14



For Section A–A' See Sheet 2

REFERENCE MARKS

STN	TO	ORIGIN	BEARING	DIST	
1	O.Ram Nail Top Wall	1/SP180151	110°54'20"	4.679	
1	O.DH in kerb	9/1S147768	320°07'10"	7.775	
1	O.Screw in median	1/SP180151	315°10'30"	32.59	
10	O.Nail in kerb	10/SP180151	139°16'30"	7.087	
10	O.Nail in kerb	13/1S147768	358°22'40"	21.326	
10	O.Screw in kerb	13/1S147768	47°57'55"	24.526	
10	O.Screw in Path	10/SP180151	22°18'	42.28	New Ref
10	O.GI Nail in bitumen	10/SP180151	12°11'20"	45.277	
13	O.Screw in Conc	200/SP180151	213°38'	2.217	
13	O Nail in kerb	10/1S147768	232°13'10"	4.408	
13	Screw in Medium		6°32'	12.85	
14	O.Nail in kerb	201/SP180151	141°03'25"	7.457	
14	O Ram Nail in median	12/1S147768	19°58'40"	20.308	
14	O.Nail in kerb	201/SP180151	98°50'20"	22.401	
14	Screw in Roundabout		31°02'	13.272	

PERMANENT MARKS

PM	ORIGIN	BEARING	DIST	NO
13–OPM	200/SP180151	291°48'55"	55.743	136710
14–OPM	201/SP180151	30°38'	37.756	949

Area of Base Parcel

6783m²

B.B.H. PTY. LTD. (ACN 010 427 531) hereby certify that the land comprised in this plan was surveyed by the corporation, by Clint James Patrick, Surveying Graduate for whose work the corporation accepts responsibility, under the supervision of Stephen William Mavor, Cadastral Surveyor, 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 11/3/08.

B.B.H. PTY. LTD. A.C.N. 010 427 531 THE COMMON SEAL OF

Director

Director

Date 14/3/08

SCALE 1:500

0m 5 10 15 20 25 50 75m

0 50mm 100mm 150mm

State copyright reserved.

Plan of Lots 201, 301–306, 401–406, 501–506, 601–610, 701–710, 801–810, 901–910, 1001–1010, 1101–1110, 1201–1210, 1301–1310, 1401–1410, 1501–1510, 1601–1610, 1701–1710, 1801–1810, 1901–1910, 2001–2010, 2101–2110, 2201–2210, 2301–2310, 2401–2410, 2501–2506, 2601–2606, 2701–2706, 2801–2804, 2901–2904, 3001–3004 & Common Property

Cancelling Lot 2 on SP180151

PARISH: GILSTON COUNTY: Ward

Meridian: SP180151 F/N's: No

Scale: 1:500

Format: BUILDING

SP182337

Plan Status:

BENNETT & BENNETT 05.080.A2B4 (250808FP_H.DWG) DC 7/05/05 Rev H 4/3/08

Copyright protects the plan/s being ordered by you. Unauthorised reproduction or amendments are not permitted.

711540257
711544306
$16515.00
$16515.00
02/04/2008 08:44

GC 400 NT Withdrawn & Re-entered

WARNING : Folded or Mutilated Plans will not be accepted.

Information may not be placed in the outer margins.

Registered

5. Lodged by
Hickey Lawyers
PO Box 5559
ph 55 74 1000
(Include address, phone number, reference, and Lodger Code)

1. Certificate of Registered Owners or Lessees.

~~I~~/We SIERRA GRAND PTY LTD ACN 111 799 583
TRUSTEE UNDER INSTRUMENT 708773167

(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~~

Sierra Grand Pty Ltd ACN 111799583
as Trustee under Instrument
708773167 by its duly
constituted attorney Simon
Chan under Power of
Attorney No. 7115097 64

witness

Kirrilly Robyn Small
Solicitor

Rule out whichever is inapplicable

6. Existing

Title Reference	Lot	Plan
[illegible]	2	SP180151

Created

Lots	Emts	Road
201, 301–306, 401–406, 501–506, 601–610, 701–710, 801–810, 901–910, 1001–1010, 1101–1110, 1201–1210, 1301–1310, 1401–1410, 1501–1510, 1601–1610, 1701–1710, 1801–1810, 1901–1910, 2001–2010, 2101–2110, 2201–2210, 2301–2310, 2401–2410, 2501–2506, 2601–2606, 2701–2706 2801–2804, 2901–2904, 3001–3004 & Common Property		

Refer Sheet 2 for Portion Allocation Table

Note:
1. All lots defined on this plan are wholly contained with the base parcel.
2. Minor building encroachments are satisfied by the BMS.

Development Approval : 4/11/2005

Lots	Orig

2. Local Government Approval.

* COUNCIL OF THE CITY OF GOLD COAST

hereby approves this plan in accordance with the :

% INTEGRATED PLANNING ACT 1997

Dated this 28th day of March 2008

David Andrew Lohoar
Authorising Officer

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

7. Portion Allocation :

8. Map Reference :
9541–11421

9. Locality :
BROADBEACH

10. Local Government :
GOLD COAST CITY COUNCIL

11. Passed & Endorsed :
By : BBH Pty. Ltd. A.C.N. 010 427 531
Date : 14/3/08
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~~

Licensed Surveyor/Director * 14.3.08 Date
*delete words not required

13. Lodgement Fees :

Survey Deposit	$4,533.65
Lodgement	$ 115.00
234 New Titles	$11,866.35
Photocopy	$ -
Postage	$ -
TOTAL	$16,515.00

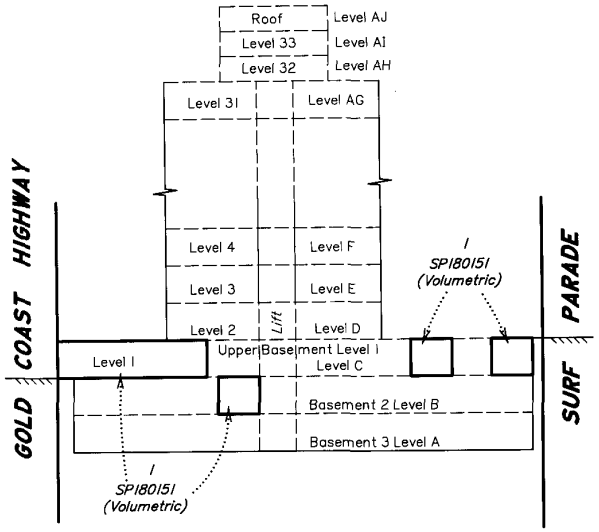
3. Plans with Community Management Statement :
CMS Number : 36268
Name : Sierra Grand

4. References :
Dept File :
Local Govt : PA 70636/06/01
Surveyor : 05.080.A284

14. Insert Plan Number SP182337

Section A-A'

Not to Scale



PORTION ALLOCATION

LOTS	ORIG POR
201	Allots 1, 2, 4, 5, & 27 of Sec 36
301, 302, 401, 402, 501, 502, 601, 602, 701, 702, 801, 802, 901, 902, 1001, 1002, 1101, 1102, 1201, 1202, 1301, 1302, 1401, 1402, 1501, 1502, 1601, 1602, 1701, 1702, 1801, 1802, 1901, 1902, 2001, 2002, 2101, 2102, 2201, 2202, 2301, 2302, 2401, 2402, 2502, 2601, 2602, 2701, 2702, 2801, 2901, 3001.	Allots 1 & 2 of Sec 36
303, 304, 403, 404, 503, 504, 603, 604, 703, 704, 803, 804, 903, 904, 1003, 1004, 1103, 1104, 1203, 1204, 1303, 1304, 1403, 1404, 1503, 1504, 1603, 1604, 1703, 1704, 1803, 1804, 1903, 1904, 2003, 2004, 2103, 2104, 2203, 2204, 2303, 2304, 2403, 2404, 2503, 2504, 2603, 2604, 2703, 2704, 2802, 2803, 2902, 2903, 3002, 3003.	Allots 2, 4 & 27 of Sec 36
305, 405, 505, 605, 705, 805, 905, 1005, 1105, 1205, 1305, 1405, 1505, 1605, 1705, 1805, 1905, 2005, 2105, 2205, 2305, 2405, 2505, 2605, 2705.	Allot 4 of Sec 36
306, 406, 506, 606, 706, 806, 906, 1006, 1106, 1206, 1306, 1406, 1506, 1606, 1706, 1806, 1906, 2006, 2106, 2206, 2306, 2406, 2506, 2606, 2706, 2804, 2904, 3004.	Allots 4 & 5 of Sec 36
607, 707, 807, 907, 1007, 1107, 1207, 1307, 1407, 1507, 1607, 1707, 1807, 1907, 2007, 2107, 2207, 2307, 2407.	Allots 4, 5, 26 & 27 of Sec 36
608, 708, 808, 908, 1008, 1108, 1208, 1308, 1408, 1508, 1608, 1708, 1808, 1908, 2008, 2108, 2208, 2308, 2408.	Allots 4, 26 & 27 of Sec 36
609, 709, 809, 909, 1009, 1109, 1209, 1309, 1409, 1509, 1609, 1709, 1809, 1909, 2009, 2109, 2209, 2309, 2409.	Allots 2 & 27 of Sec 36
610, 710, 810, 910, 1010, 1110, 1210, 1310, 1410, 1510, 1610, 1710, 1810, 1910, 2010, 2110, 2210, 2310, 2410, 2501.	Allots 1, 2 & 27 of Sec 36
Common Property	Allots 1, 2, 3, 4 5, 6, 24, 25, 26 & 27 of Sec 36

State copyright reserved.

Insert Plan Number SP182337

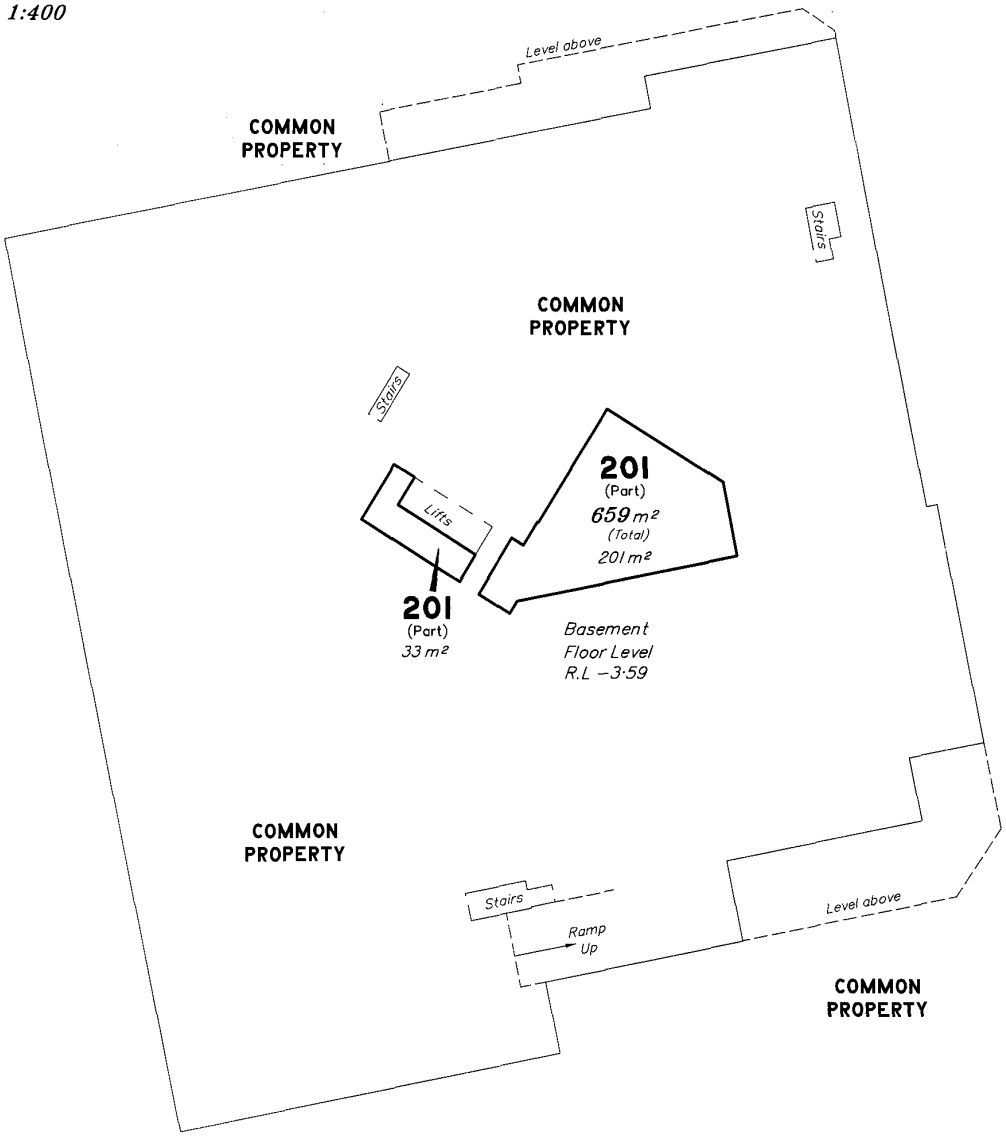
0 50 mm 100 mm 150 mm

BENNETT & BENNETT 05.080.A284 (25080BFP_H.DWG) DC 7/05/05 Rev H 4/3/08

LEVEL A

(Lower Basement B3)

Scale 1:400



Levels Shown are indicative floor levels only on Australian Height Datum as determined by PM 949 R.L 4·586 (AHD)

SCALE 1: 400

0m 5 10 15 20 40 60m

0 50 mm 100 mm 150 mm

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Insert Plan Number SP182337

BENNETT & BENNETT 05.080.A284 (2508DBFP_H.DWG) DC 7/05/05 Rev H 4/3/08

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

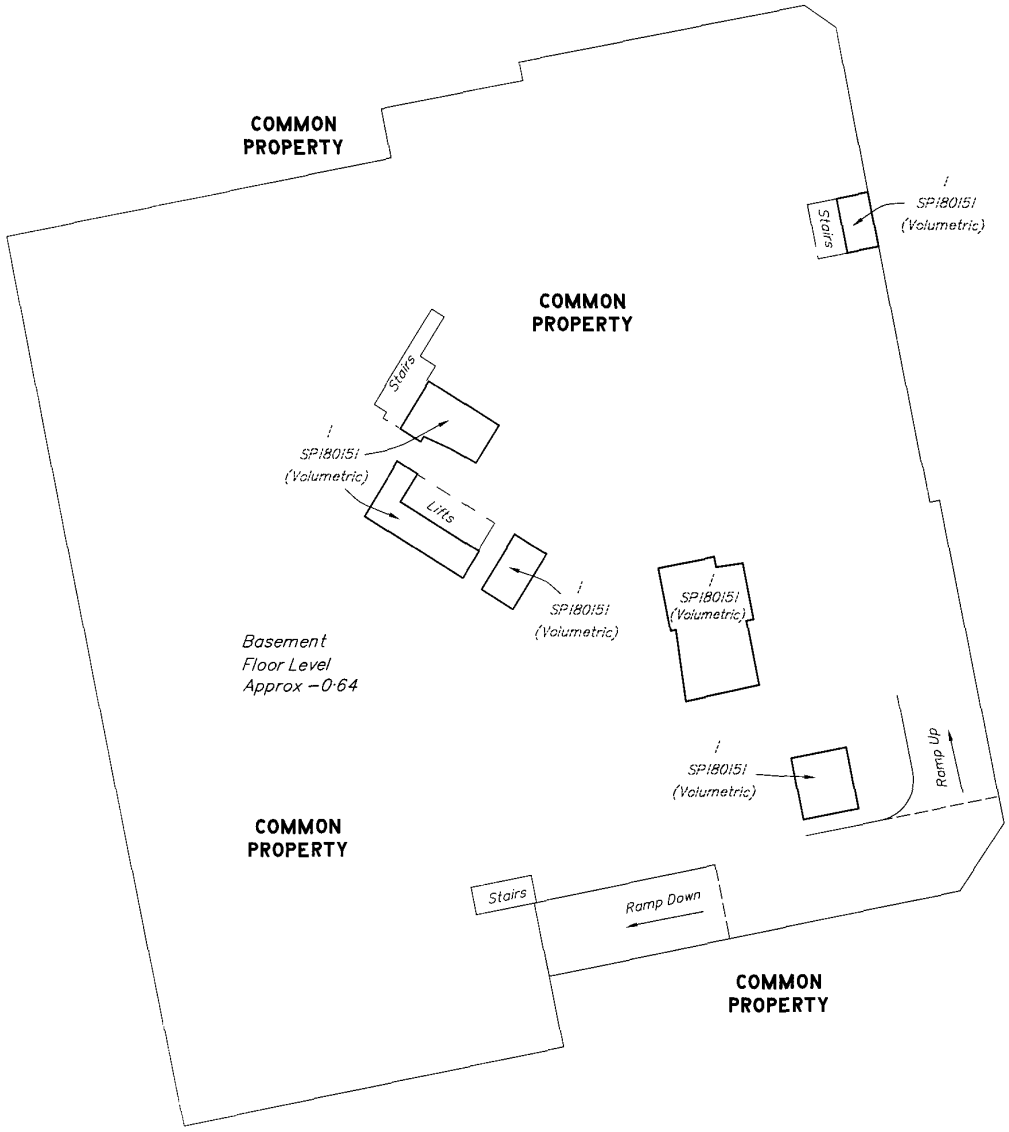
ADDITIONAL SHEET

Sheet 4 of 14

LEVEL B

(Basement Level B2)

Scale 1:400



SCALE 1:400

0m 5 10 15 20 40 60m

0 50 mm 100 mm 150 mm

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Insert Plan Number SP182337

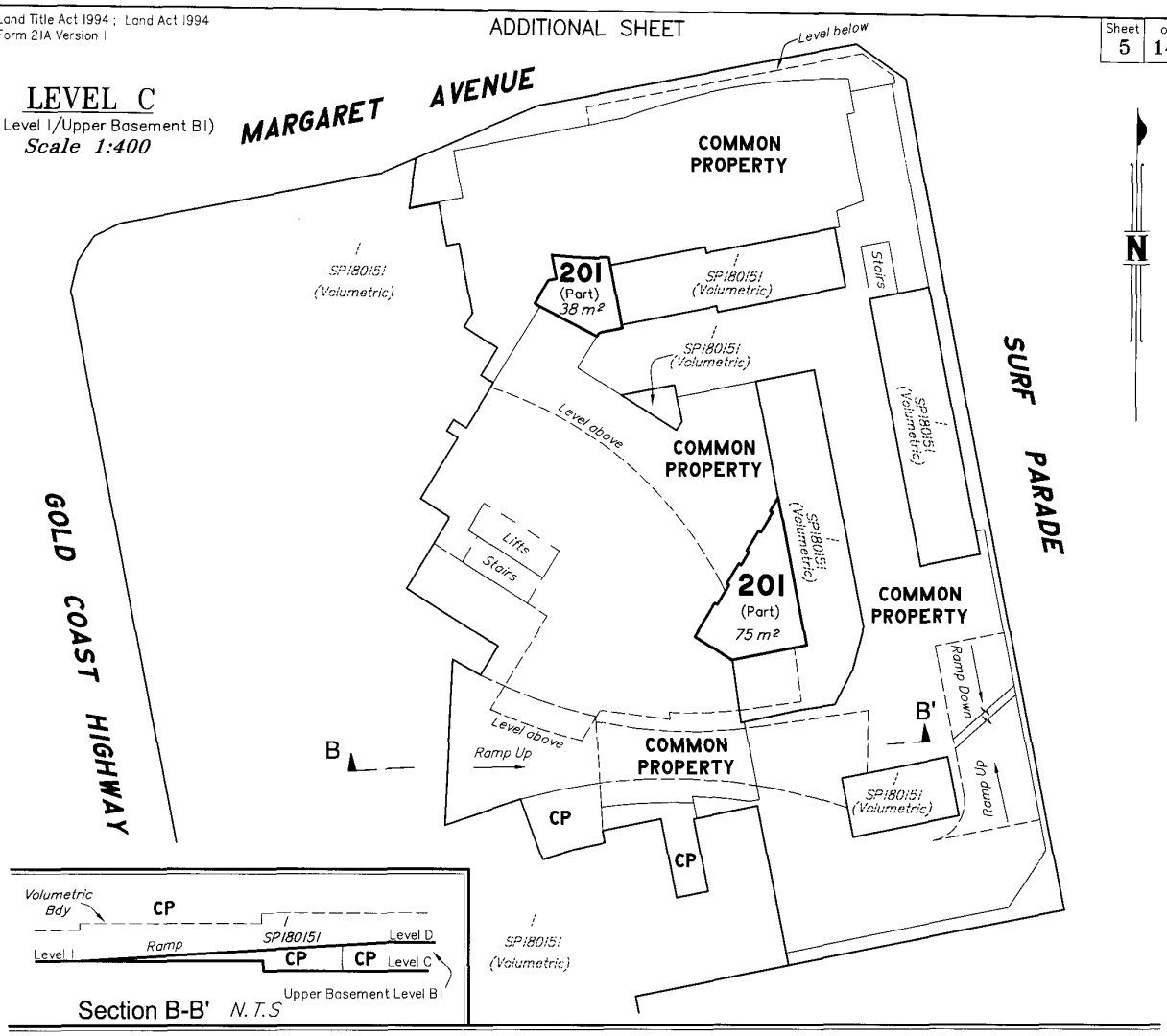
BENNETT & BENNETT 05.080.A284 (250808FP_H.DWG) DC 7/05/05 Rev H 4/3/08

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

ADDITIONAL SHEET

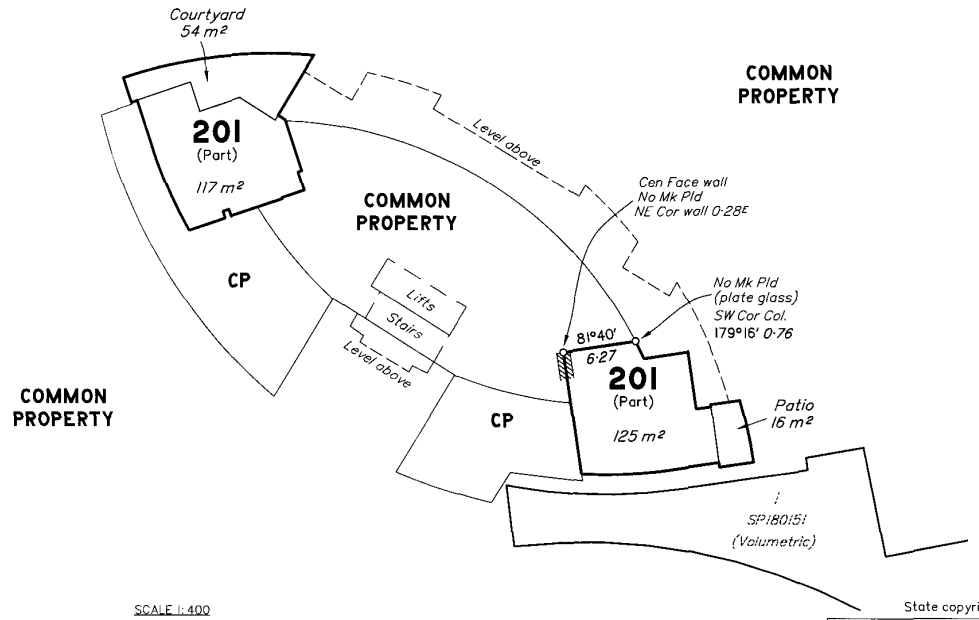
Sheet 5 of 14

LEVEL C
(Level 1/Upper Basement B1)
Scale 1:400



Section B-B' *N.T.S*

LEVEL D
(Level 2)
Scale 1:400



SCALE 1:400

0m 5 10 15 20 40 60m
0 50mm 100mm 150mm

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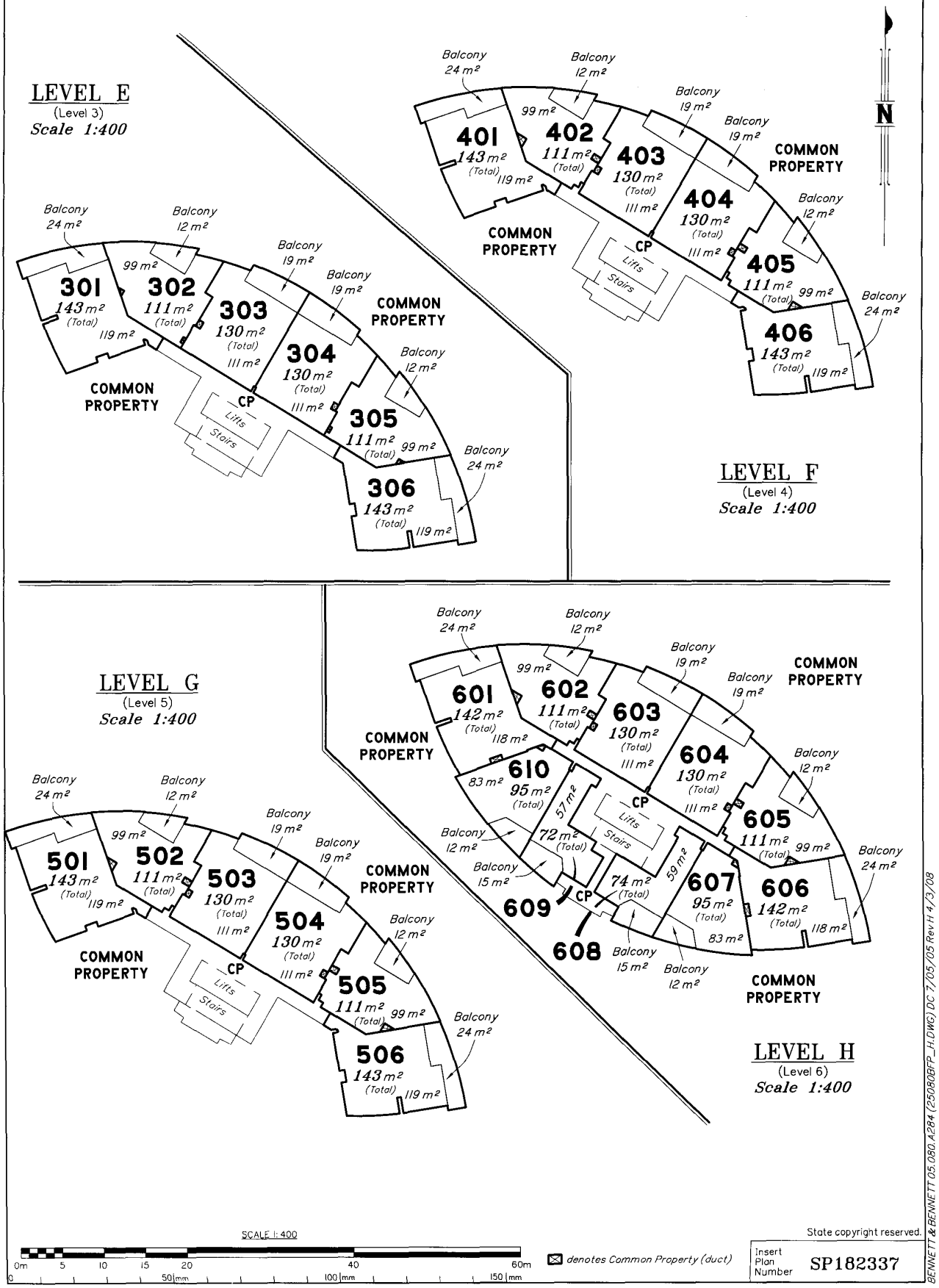
Insert Plan Number SP182337

BENNETT & BENNETT 05.080.A284 (2508QBFP_H.DWG) DC 7/05/05 Rev H 4/3/08

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

ADDITIONAL SHEET

Sheet 6 of 14



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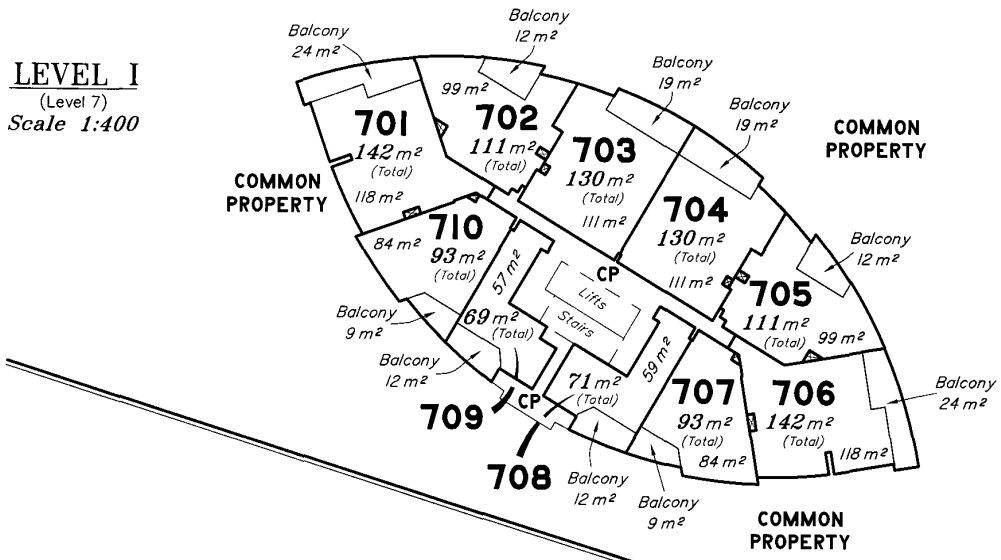
BENNETT & BENNETT 05.080.A284 (250806FP_H.DWG) DC 7/05/05 Rev H 4/3/08

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

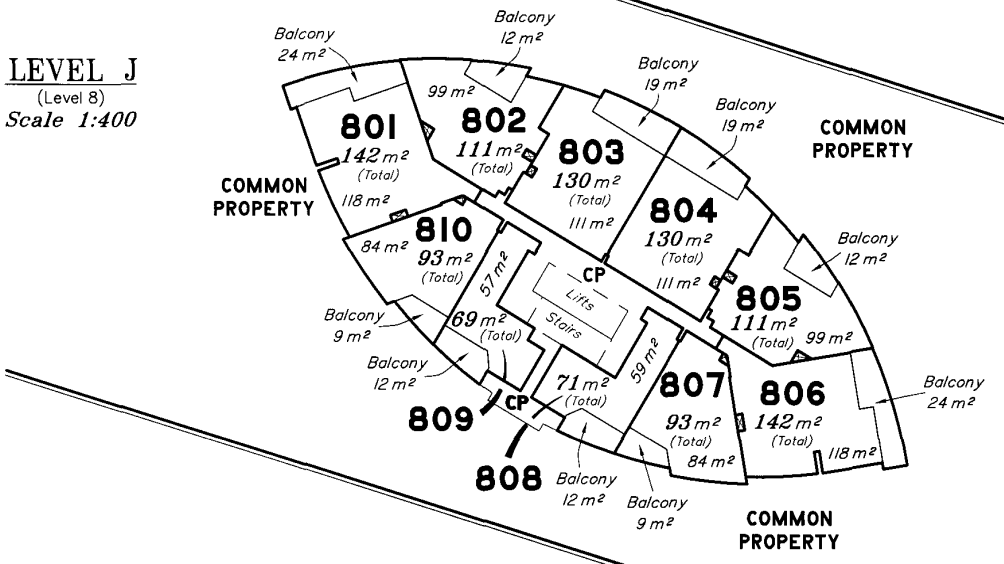
ADDITIONAL SHEET

Sheet 7 of 14

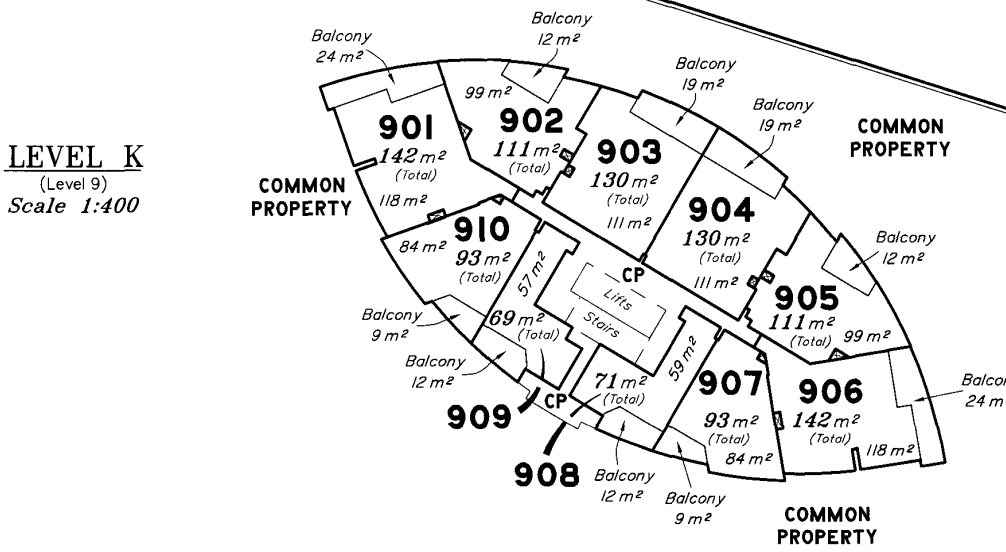
LEVEL I
(Level 7)
Scale 1:400



LEVEL J
(Level 8)
Scale 1:400



LEVEL K
(Level 9)
Scale 1:400



SCALE 1:400

0m 5 10 15 20 40 60m
0 50mm 100mm 150mm

denotes Common Property (duct)

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Insert Plan Number SP182337

BENNETT & BENNETT 05.080.A284 (250808FP_H.DWG) DC 7/05/05 Rev H 4/3/08

Land Title Act 1994 ; Land Act 1994
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ADDITIONAL SHEET

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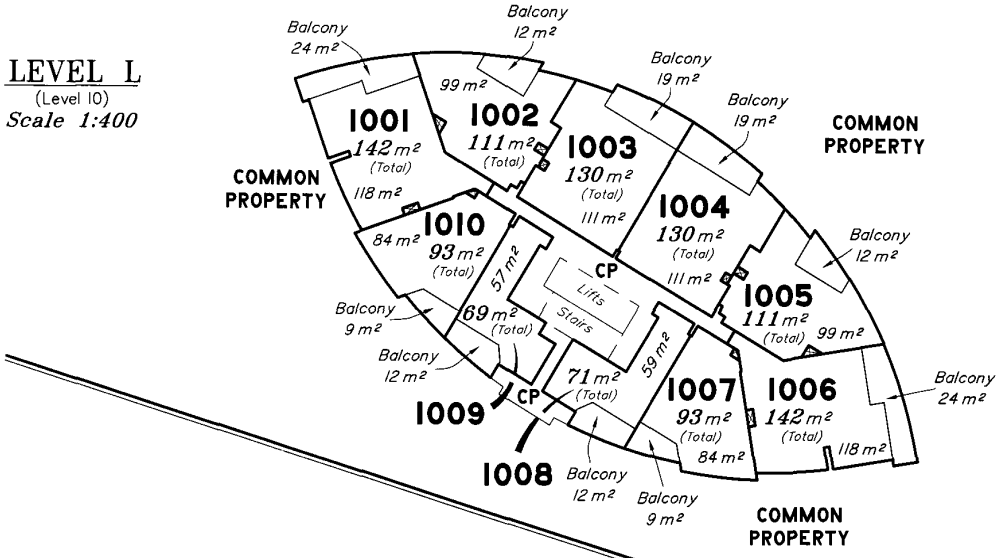
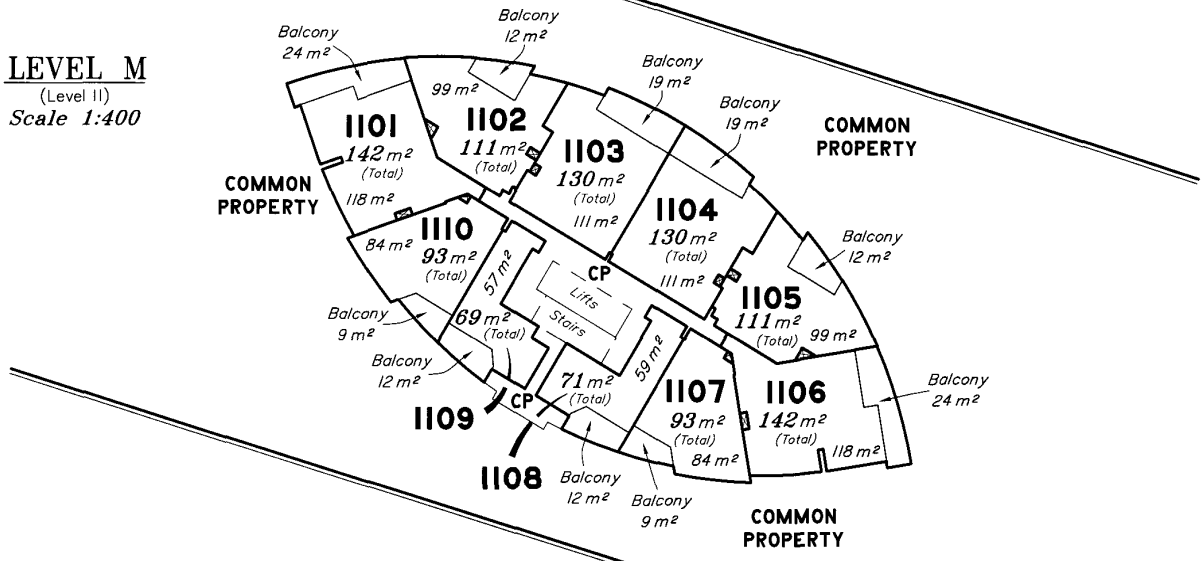
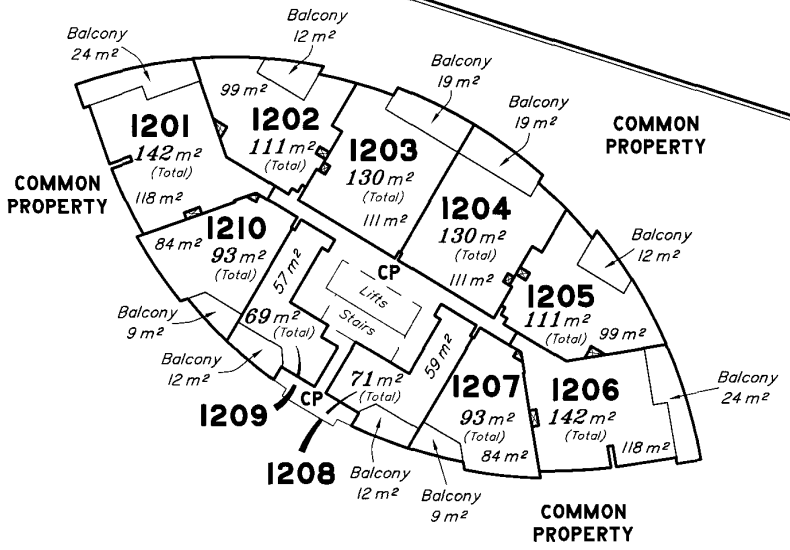
LEVEL L
(Level 10)
Scale 1:400



LEVEL M
(Level 11)
Scale 1:400



LEVEL N
(Level 12)
Scale 1:400



N

SCALE 1:400

0m 5 10 15 20 40 60m
0 50mm 100mm 150mm

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Land Title Act 1994 ; Land Act 1994
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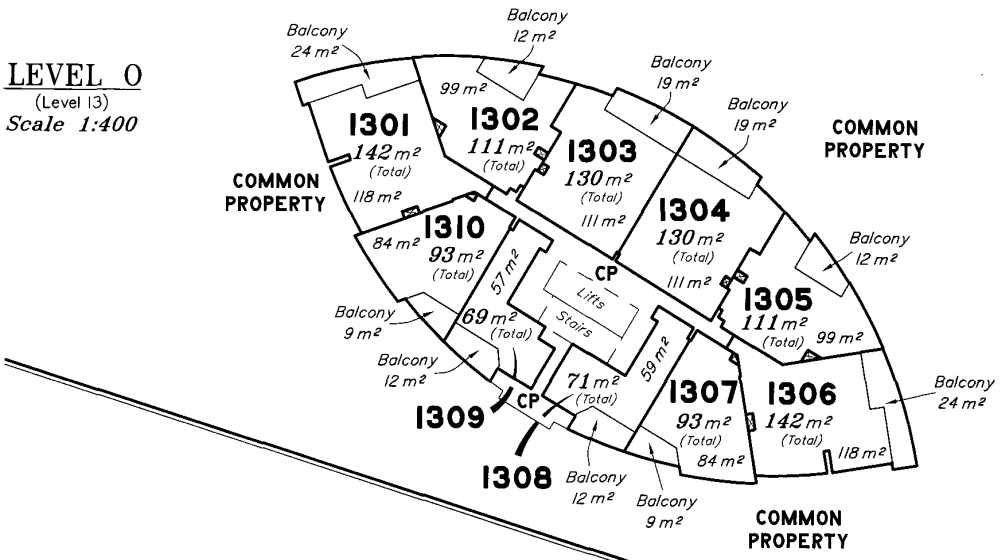
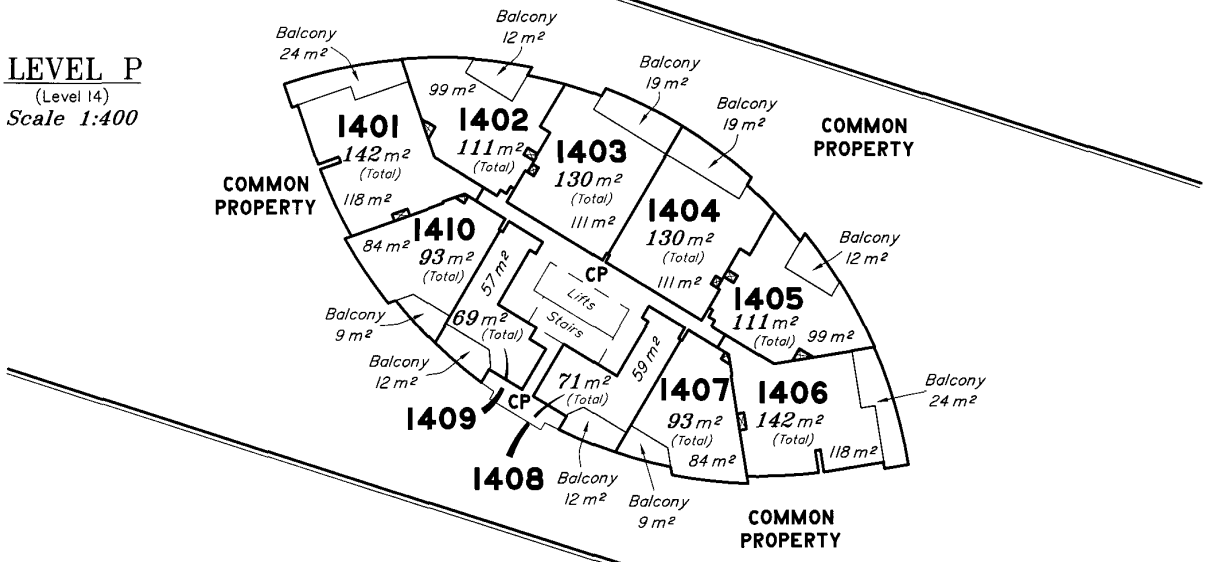
ADDITIONAL SHEET

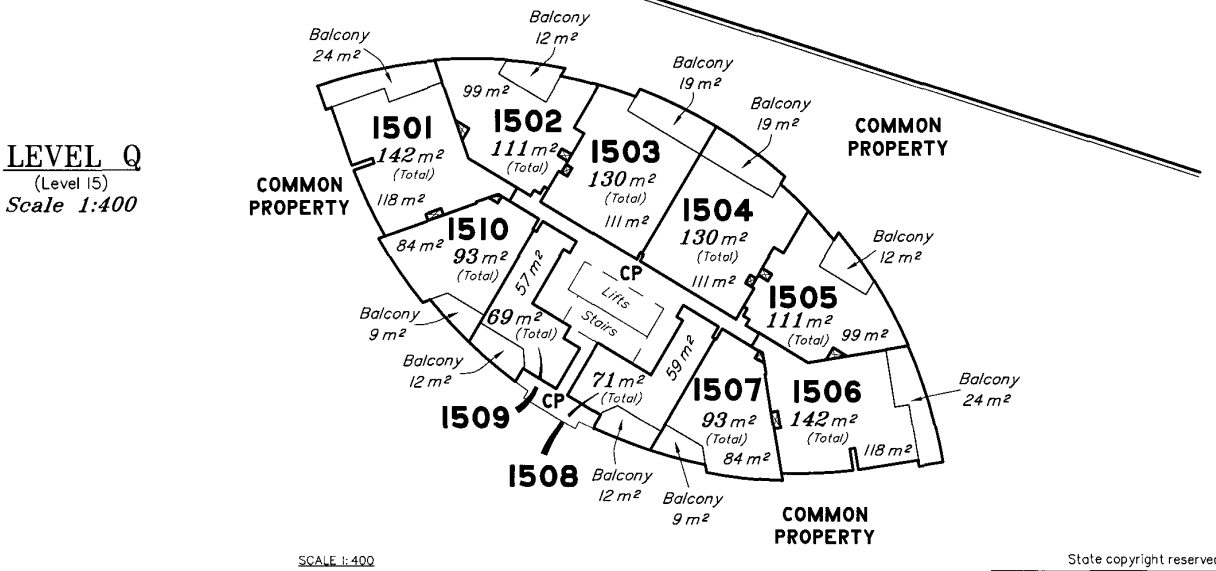
LEVEL O
(Level 13)
Scale 1:400



LEVEL P
(Level 14)
Scale 1:400



LEVEL Q
(Level 15)
Scale 1:400



SCALE 1:400

0m 5 10 15 20 40 60m
0 50mm 100mm 150mm

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ADDITIONAL SHEET

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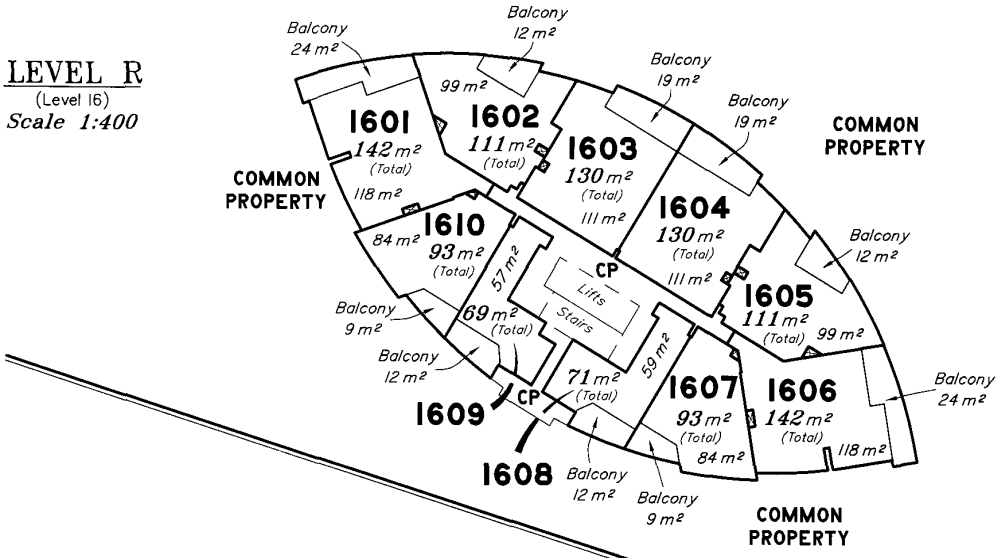
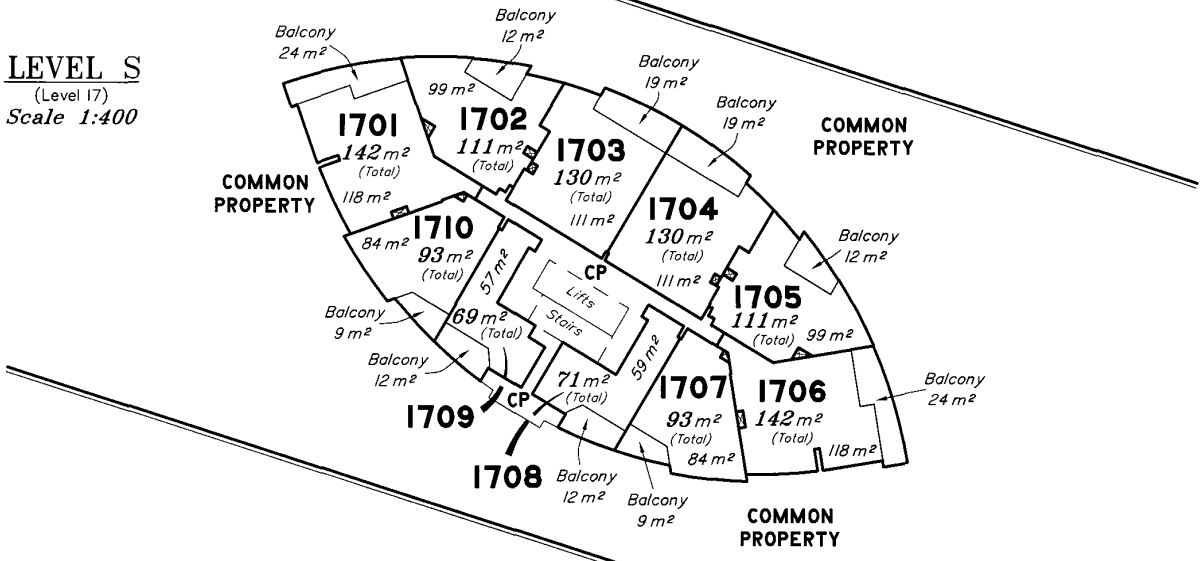
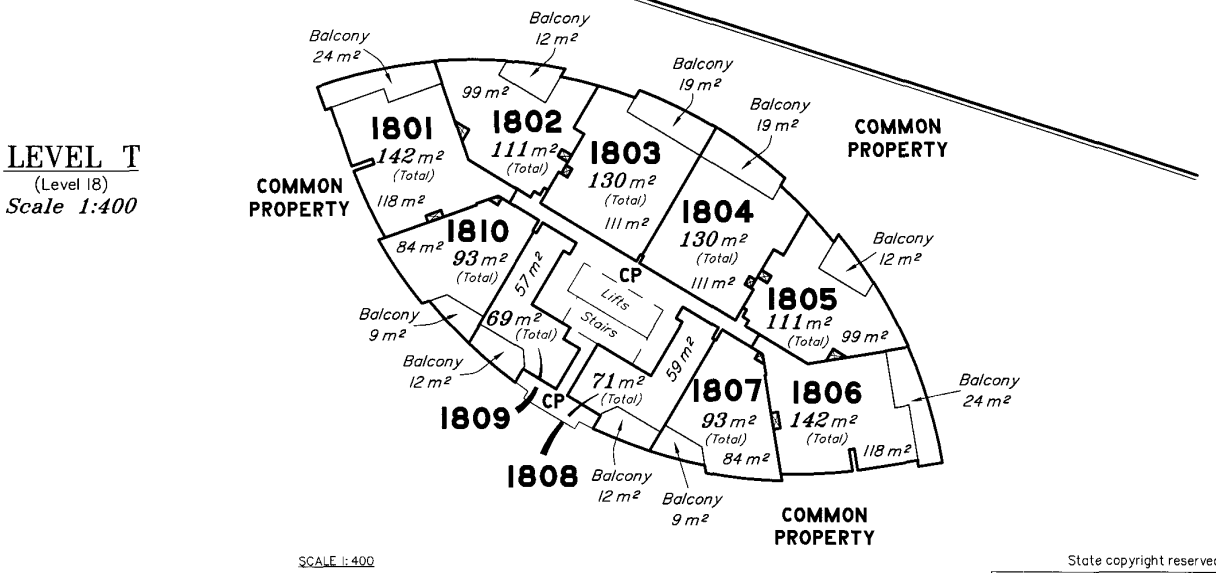
LEVEL R
(Level 16)
Scale 1:400



LEVEL S
(Level 17)
Scale 1:400



LEVEL T
(Level 18)
Scale 1:400



SCALE 1:400

0m 5 10 15 20 40 60m
0 50mm 100mm 150mm

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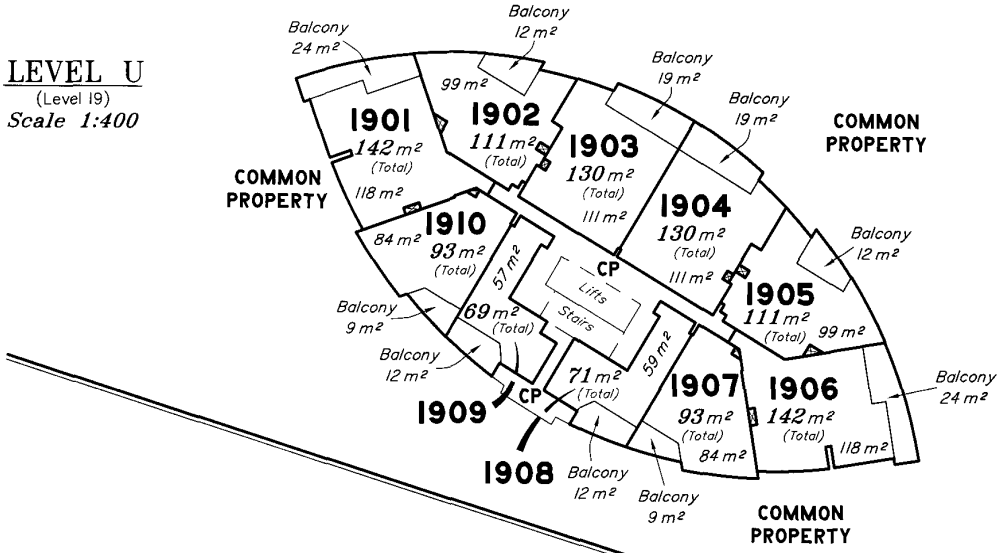
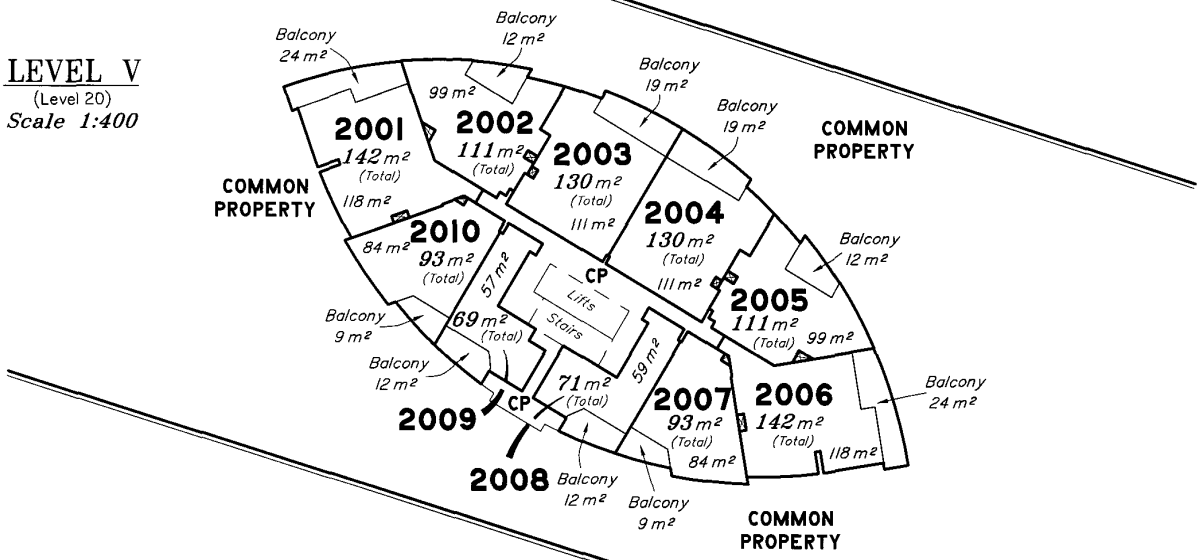
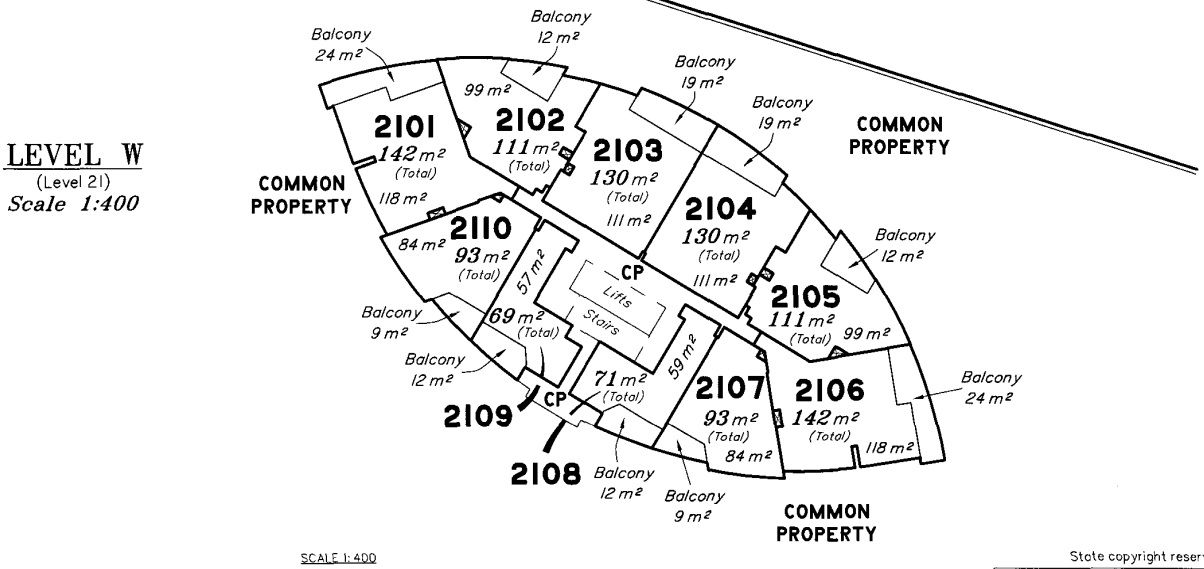
LEVEL U
(Level 19)
Scale 1:400



LEVEL V
(Level 20)
Scale 1:400



LEVEL W
(Level 21)
Scale 1:400



SCALE 1:400

0m 5 10 15 20 40 60m
0 50 mm 100 mm 150 mm

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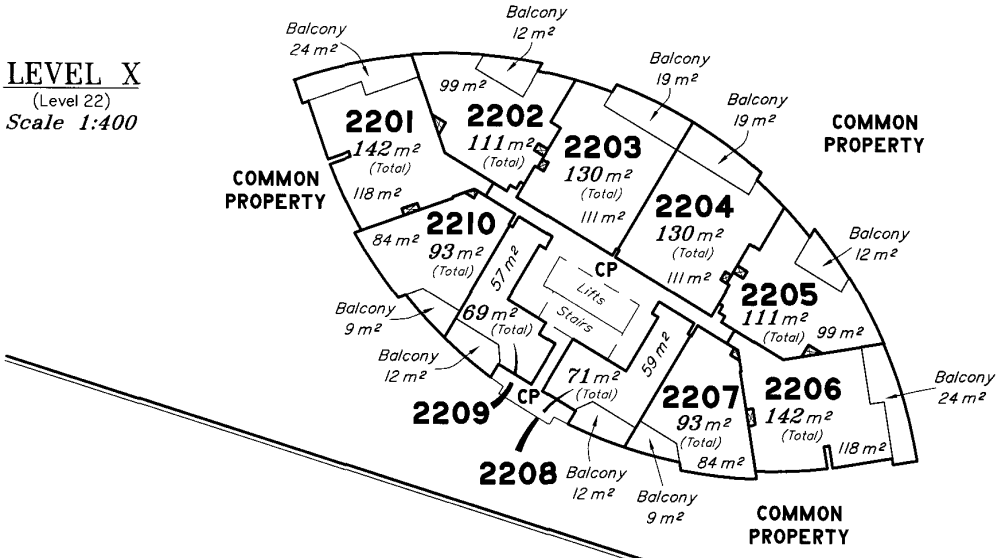
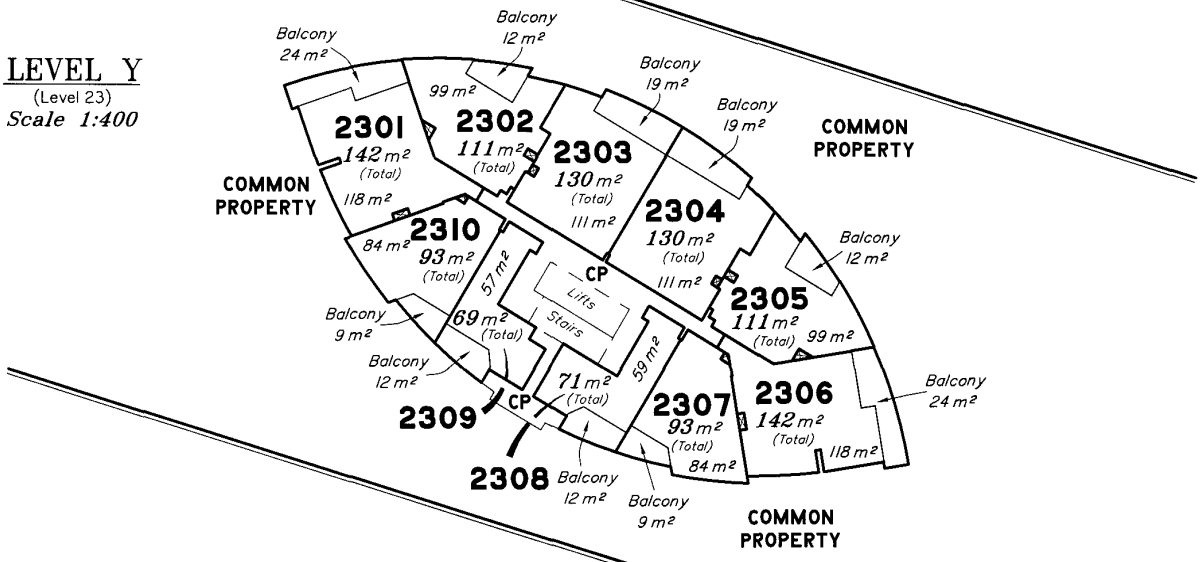
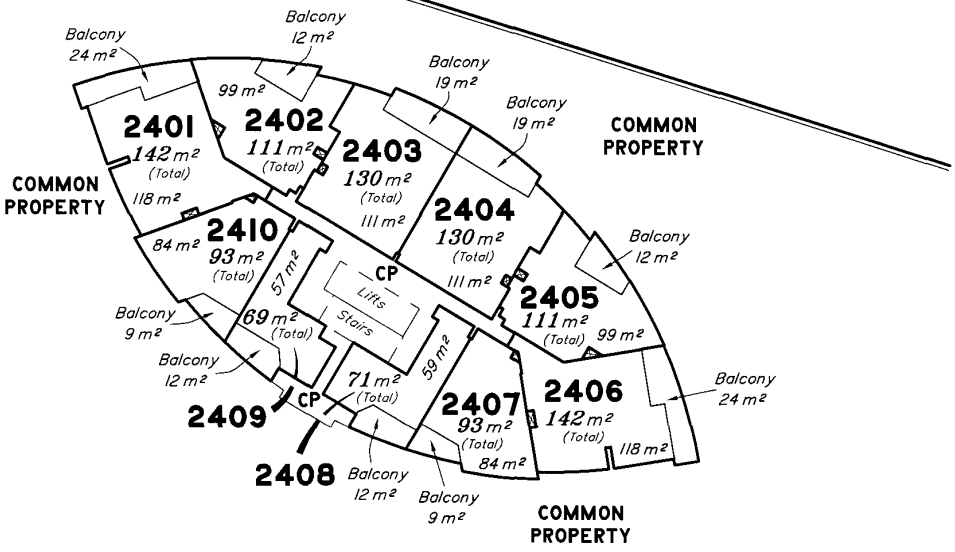
LEVEL X
(Level 22)
Scale 1:400



LEVEL Y
(Level 23)
Scale 1:400



LEVEL Z
(Level 24)
Scale 1:400



SCALE 1:400

0m 5 10 15 20 40 60m
0 50mm 100mm 150mm

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Land Title Act 1994 ; Land Act 1994
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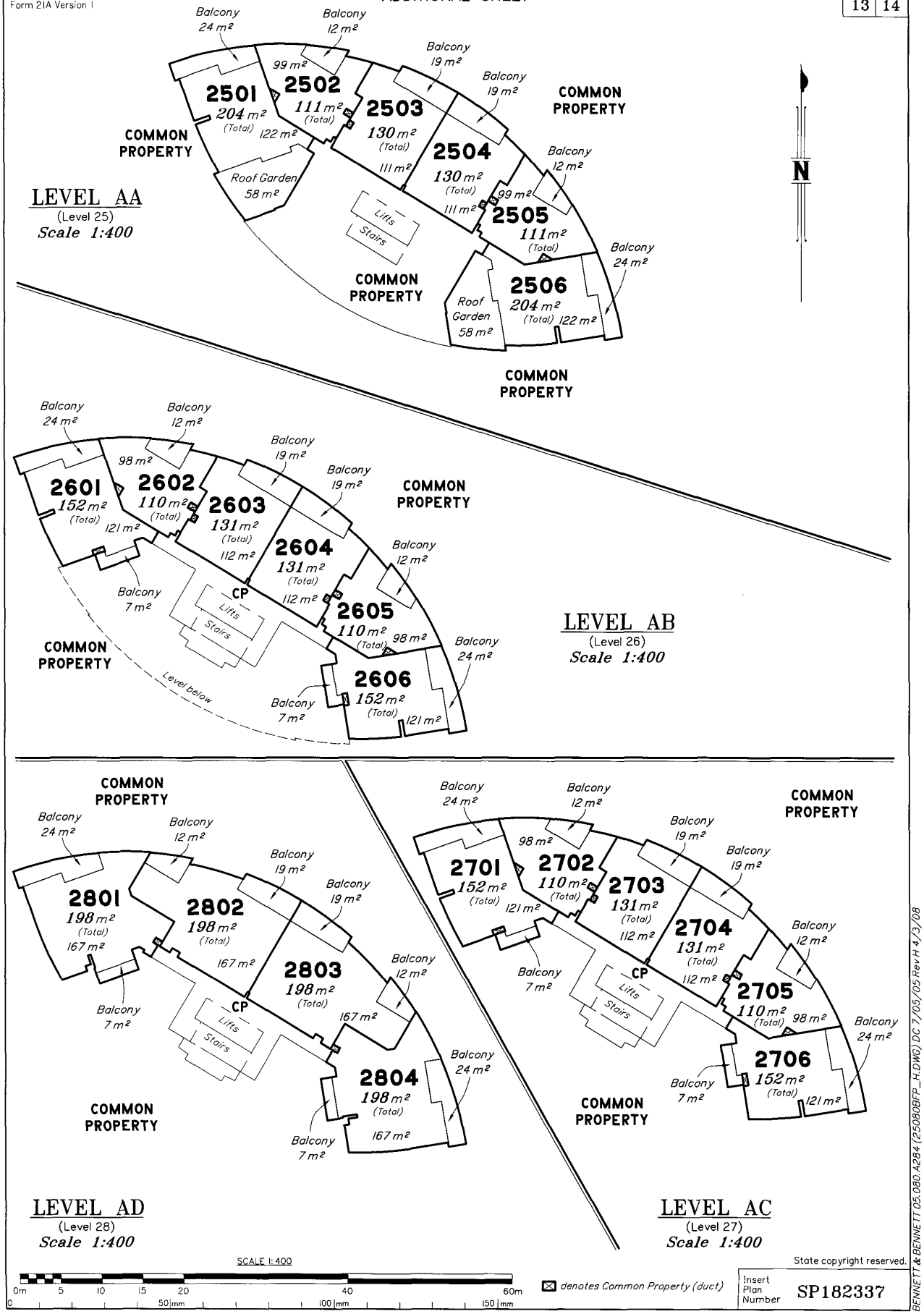
ADDITIONAL SHEET

Sheet 13 of 14



SCALE 1:400

0m 5 10 15 20 40 60m
0 50 mm 100 mm 150 mm

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BENNETT & BENNETT 05.080.A284 (25080BFP_H.DWG) DC 7/05/05 Rev H 4/3/08

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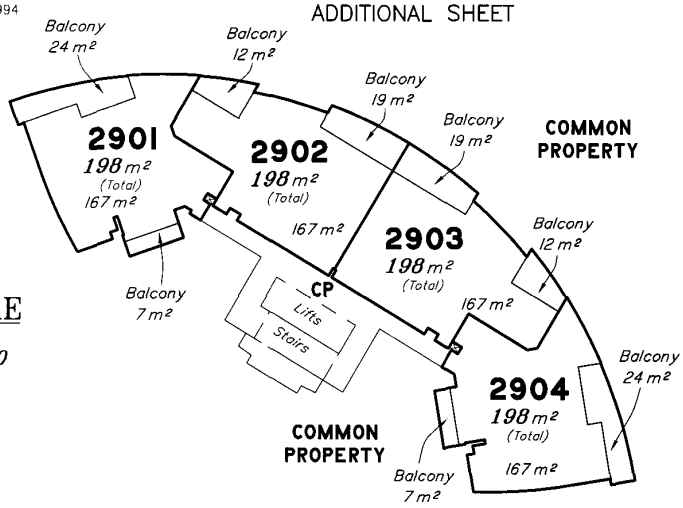
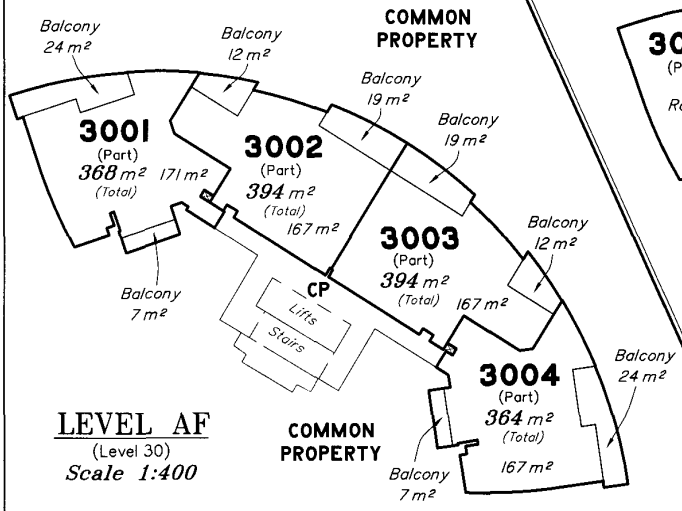
ADDITIONAL SHEET

Sheet 14 of 14

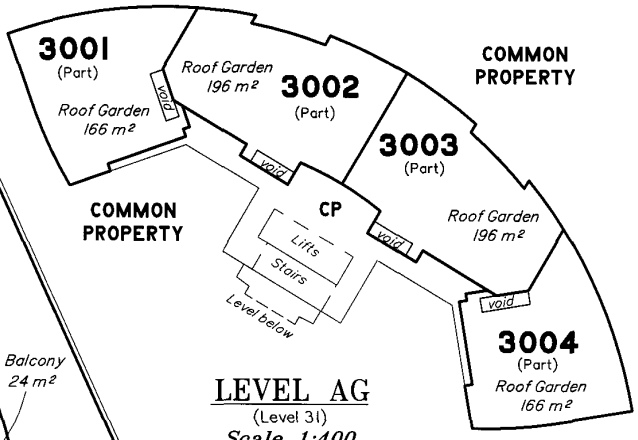


LEVEL AE
(Level 29)
Scale 1:400

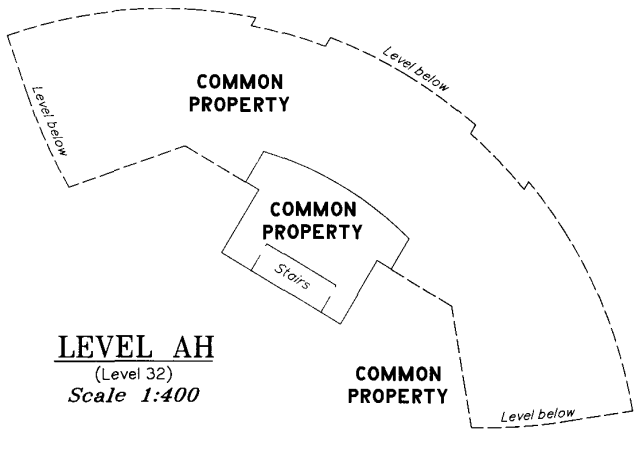




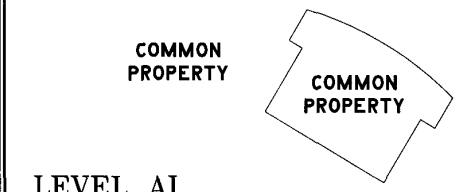
LEVEL AF
(Level 30)
Scale 1:400



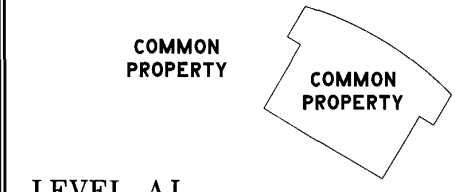
LEVEL AG
(Level 31)
Scale 1:400



LEVEL AH
(Level 32)
Scale 1:400



LEVEL AI
(Level 33)
Scale 1:400



LEVEL AJ
(Roof)
Scale 1:400

SCALE 1:400

0m 5 10 15 20 40 60m
0 50 mm 100 mm 150 mm

⊠ *denotes Common Property (duct)*

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BENNETT & BENNETT 05.080.A284 (250808FP_H.DWG) DC 7/05/05 Rev H 4/3/08

Scheme Name: SIERRA GRAND COMMUNITY TITLES SCHEME 38268

Body Corp. Addr: THE (NUU) CO PTY LTD
PO BOX 8205
GOLD COAST MAIL CENTRE QLD
9726

COMMUNITY MANAGEMENT STATEMENT No: 38268

Title	Lot	Plan
50713205	CP	SP 182337
50713206	201	SP 182337
50713207	301	SP 182337
50713208	302	SP 182337
50713209	303	SP 182337
50713210	304	SP 182337
50713211	305	SP 182337
50713212	306	SP 182337
50713213	401	SP 182337
50713214	402	SP 182337
50713215	403	SP 182337
50713216	404	SP 182337
50713217	405	SP 182337
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50713223	505	SP 182337
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50713246	802	SP 182337
50713247	803	SP 182337

Title	Lot	Plan	
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50713297	1303	SP	182337
50713298	1304	SP	182337

Title	Lot	Plan	
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50713347	1803	SP	182337
50713348	1804	SP	182337
50713349	1805	SP	182337

Title	Lot	Plan	
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50713372	2008	SP	182337
50713373	2009	SP	182337
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50713397	2303	SP	182337
50713398	2304	SP	182337
50713399	2305	SP	182337
50713400	2306	SP	182337

Title	Lot	Plan	
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50713403	2309	SP	182337
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50713418	2504	SP	182337
50713419	2505	SP	182337
50713420	2506	SP	182337
50713421	2601	SP	182337
50713422	2602	SP	182337
50713423	2603	SP	182337
50713424	2604	SP	182337
50713425	2605	SP	182337
50713426	2606	SP	182337
50713427	2701	SP	182337
50713428	2702	SP	182337
50713429	2703	SP	182337
50713430	2704	SP	182337
50713431	2705	SP	182337
50713432	2706	SP	182337
50713433	2801	SP	182337
50713434	2802	SP	182337
50713435	2803	SP	182337
50713436	2804	SP	182337
50713437	2901	SP	182337
50713438	2902	SP	182337
50713439	2903	SP	182337
50713440	2904	SP	182337
50713441	3001	SP	182337
50713442	3002	SP	182337
50713443	3003	SP	182337
50713444	3004	SP	182337

COMMUNITY MANAGEMENT STATEMENT Dealing No: 723609766

** End of CMS Search Statement **

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Requested By: D-ENQ INFOTRACK PTY LIMITED

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

GENERAL REQUEST

Duty Imprint

FORM 14 Version 4
Page 1 of 1

723609766
EL 470 $113.04
18/10/2024 12:39:23

FFICE USE ONLY

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

1. Nature of request
Request to record New Community Management Statement for Sierra Grand Community Titles Scheme 38268

Lodger (Name, address, E-mail & phone number)
O'KEEFE MAHONEY BENNETT
SOLICITORS
PO BOX 454
SOUTHPORT QLD 4215
PH: (07) 55550000

Lodger Code
BE 3395

2. Lot on Plan Description
Common Property for Sierra Grand Community Titles Scheme 38268

County
Ward

Parish
Gilston

Title Reference
50713205

3. Registered Proprietor/State Lessee
Body Corporate for Sierra Grand Community Titles Scheme 38268

4. Interest
Fee Simple

5. Applicant
Body Corporate for Sierra Grand Community Titles Scheme 38268

6. Request
I hereby request that: the New Community Management Statement deposited herewith which amends Schedule E – Plan B be recorded as the Community Management Statement for Sierra Grand Community Titles Scheme 38268.

7. Execution by applicant

18/10/2024
Execution Date

.....
Juliette Elizabeth Nairn, Solicitor
Note : A Solicitor is required to print full name if signing on behalf of the Applicant

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NEW COMMUNITY MANAGEMENT STATEMENT

38268

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

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

Office use only
CMS LABEL NUMBER

This statement incorporates and must include the following:

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

1. Name of community titles scheme
Sierra Grand Community Titles Scheme 38268

2. Regulation module
Accommodation Module

3. Name of Body Corporate
Body Corporate for Sierra Grand Community Titles Scheme 38268

4. Scheme land

Lot on Plan Description	County	Parish	Title Reference
See Enlarged Panel			

5. Name and address of original Owner
Not Applicable

6. Reference to plan lodged with this statement
Not Applicable

first community management statement only

7. New CMS exemption to planning body community management statement notation (if applicable*)
Insert exemption clause (if no exemption – insert 'N/A' or 'not applicable')

Not applicable pursuant to section 60(6) of the *Body Corporate and Community Management Act 1997*.

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

8. Execution by original Owner/Consent of Body Corporate

Body Corporate for Sierra Grand CTS 38268 THE Common Seal OF

14 /10/2024
Execution Date

Chris Pascoe
Treasurer

Chairperson/~~Secretary~~ Frank Miller Chairperson

14 /10/2024
Execution Date

Committee Member ~~Committee Member~~
Scott McQuie | Committee Member

*Original Owner to execute for a first community management statement
*Body Corporate to execute for a new community management statement

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ENLARGED PANEL

4. Scheme Land

Lot on Plan Description	County	Parish	Title Reference
Common Property of Sierra Grand Community Titles Scheme 38268	Ward	Gilston	50713205
Lot 201 on SP 182337	Ward	Gilston	50713206
Lot 301 on SP 182337	Ward	Gilston	50713207
Lot 302 on SP 182337	Ward	Gilston	50713208
Lot 303 on SP 182337	Ward	Gilston	50713209
Lot 304 on SP 182337	Ward	Gilston	50713210
Lot 305 on SP 182337	Ward	Gilston	50713211
Lot 306 on SP 182337	Ward	Gilston	50713212
Lot 401 on SP 182337	Ward	Gilston	50713213
Lot 402 on SP 182337	Ward	Gilston	50713214
Lot 403 on SP 182337	Ward	Gilston	50713215
Lot 404 on SP 182337	Ward	Gilston	50713216
Lot 405 on SP 182337	Ward	Gilston	50713217
Lot 406 on SP 182337	Ward	Gilston	50713218
Lot 501 on SP 182337	Ward	Gilston	50713219
Lot 502 on SP 182337	Ward	Gilston	50713220
Lot 503 on SP 182337	Ward	Gilston	50713221
Lot 504 on SP 182337	Ward	Gilston	50713222
Lot 505 on SP 182337	Ward	Gilston	50713223
Lot 506 on SP 182337	Ward	Gilston	50713224
Lot 601 on SP 182337	Ward	Gilston	50713225
Lot 602 on SP 182337	Ward	Gilston	50713226
Lot 603 on SP 182337	Ward	Gilston	50713227
Lot 604 on SP 182337	Ward	Gilston	50713228
Lot 605 on SP 182337	Ward	Gilston	50713229
Lot 606 on SP 182337	Ward	Gilston	50713230
Lot 607 on SP 182337	Ward	Gilston	50713231
Lot 608 on SP 182337	Ward	Gilston	50713232
Lot 609 on SP 182337	Ward	Gilston	50713233
Lot 610 on SP 182337	Ward	Gilston	50713234
Lot 701 on SP 182337	Ward	Gilston	50713235
Lot 702 on SP 182337	Ward	Gilston	50713236
Lot 703 on SP 182337	Ward	Gilston	50713237
Lot 704 on SP 182337	Ward	Gilston	50713238
Lot 705 on SP 182337	Ward	Gilston	50713239
Lot 706 on SP 182337	Ward	Gilston	50713240
Lot 707 on SP 182337	Ward	Gilston	50713241
Lot 708 on SP 182337	Ward	Gilston	50713242
Lot 709 on SP 182337	Ward	Gilston	50713243

Lot 710 on SP 182337	Ward	Gilston	50713244
Lot 801 on SP 182337	Ward	Gilston	50713245
Lot 802 on SP 182337	Ward	Gilston	50713246
Lot 803 on SP 182337	Ward	Gilston	50713247
Lot 804 on SP 182337	Ward	Gilston	50713248
Lot 805 on SP 182337	Ward	Gilston	50713249
Lot 806 on SP 182337	Ward	Gilston	50713250
Lot 807 on SP 182337	Ward	Gilston	50713251
Lot 808 on SP 182337	Ward	Gilston	50713252
Lot 809 on SP 182337	Ward	Gilston	50713253
Lot 810 on SP 182337	Ward	Gilston	50713254
Lot 901 on SP 182337	Ward	Gilston	50713255
Lot 902 on SP 182337	Ward	Gilston	50713256
Lot 903 on SP 182337	Ward	Gilston	50713257
Lot 904 on SP 182337	Ward	Gilston	50713258
Lot 905 on SP 182337	Ward	Gilston	50713259
Lot 906 on SP 182337	Ward	Gilston	50713260
Lot 907 on SP 182337	Ward	Gilston	50713261
Lot 908 on SP 182337	Ward	Gilston	50713262
Lot 909 on SP 182337	Ward	Gilston	50713263
Lot 910 on SP 182337	Ward	Gilston	50713264
Lot 1001 on SP 182337	Ward	Gilston	50713265
Lot 1002 on SP 182337	Ward	Gilston	50713266
Lot 1003 on SP 182337	Ward	Gilston	50713267
Lot 1004 on SP 182337	Ward	Gilston	50713268
Lot 1005 on SP 182337	Ward	Gilston	50713269
Lot 1006 on SP 182337	Ward	Gilston	50713270
Lot 1007 on SP 182337	Ward	Gilston	50713271
Lot 1008 on SP 182337	Ward	Gilston	50713272
Lot 1009 on SP 182337	Ward	Gilston	50713273
Lot 1010 on SP 182337	Ward	Gilston	50713274
Lot 1101 on SP 182337	Ward	Gilston	50713275
Lot 1102 on SP 182337	Ward	Gilston	50713276
Lot 1103 on SP 182337	Ward	Gilston	50713277
Lot 1104 on SP 182337	Ward	Gilston	50713278
Lot 1105 on SP 182337	Ward	Gilston	50713279
Lot 1106 on SP 182337	Ward	Gilston	50713280
Lot 1107 on SP 182337	Ward	Gilston	50713281
Lot 1108 on SP 182337	Ward	Gilston	50713282
Lot 1109 on SP 182337	Ward	Gilston	50713283
Lot 1110 on SP 182337	Ward	Gilston	50713284
Lot 1201 on SP 182337	Ward	Gilston	50713285
Lot 1202 on SP 182337	Ward	Gilston	50713286
Lot 1203 on SP 182337	Ward	Gilston	50713287

Lot 1204 on SP 182337	Ward	Gilston	50713288
Lot 1205 on SP 182337	Ward	Gilston	50713289
Lot 1206 on SP 182337	Ward	Gilston	50713290
Lot 1207 on SP 182337	Ward	Gilston	50713291
Lot 1208 on SP 182337	Ward	Gilston	50713292
Lot 1209 on SP 182337	Ward	Gilston	50713293
Lot 1210 on SP 182337	Ward	Gilston	50713294
Lot 1301 on SP 182337	Ward	Gilston	50713295
Lot 1302 on SP 182337	Ward	Gilston	50713296
Lot 1303 on SP 182337	Ward	Gilston	50713297
Lot 1304 on SP 182337	Ward	Gilston	50713298
Lot 1305 on SP 182337	Ward	Gilston	50713299
Lot 1306 on SP 182337	Ward	Gilston	50713300
Lot 1307 on SP 182337	Ward	Gilston	50713301
Lot 1308 on SP 182337	Ward	Gilston	50713302
Lot 1309 on SP 182337	Ward	Gilston	50713303
Lot 1310 on SP 182337	Ward	Gilston	50713304
Lot 1401 on SP 182337	Ward	Gilston	50713305
Lot 1402 on SP 182337	Ward	Gilston	50713306
Lot 1403 on SP 182337	Ward	Gilston	50713307
Lot 1404 on SP 182337	Ward	Gilston	50713308
Lot 1405 on SP 182337	Ward	Gilston	50713309
Lot 1406 on SP 182337	Ward	Gilston	50713310
Lot 1407 on SP 182337	Ward	Gilston	50713311
Lot 1408 on SP 182337	Ward	Gilston	50713312
Lot 1409 on SP 182337	Ward	Gilston	50713313
Lot 1410 on SP 182337	Ward	Gilston	50713314
Lot 1501 on SP 182337	Ward	Gilston	50713315
Lot 1502 on SP 182337	Ward	Gilston	50713316
Lot 1503 on SP 182337	Ward	Gilston	50713317
Lot 1504 on SP 182337	Ward	Gilston	50713318
Lot 1505 on SP 182337	Ward	Gilston	50713319
Lot 1506 on SP 182337	Ward	Gilston	50713320
Lot 1507 on SP 182337	Ward	Gilston	50713321
Lot 1508 on SP 182337	Ward	Gilston	50713322
Lot 1509 on SP 182337	Ward	Gilston	50713323
Lot 1510 on SP 182337	Ward	Gilston	50713324
Lot 1601 on SP 182337	Ward	Gilston	50713325
Lot 1602 on SP 182337	Ward	Gilston	50713326
Lot 1603 on SP 182337	Ward	Gilston	50713327
Lot 1604 on SP 182337	Ward	Gilston	50713328
Lot 1605 on SP 182337	Ward	Gilston	50713329
Lot 1606 on SP 182337	Ward	Gilston	50713330
Lot 1607 on SP 182337	Ward	Gilston	50713331

Lot 1608 on SP 182337	Ward	Gilston	50713332
Lot 1609 on SP 182337	Ward	Gilston	50713333
Lot 1610 on SP 182337	Ward	Gilston	50713334
Lot 1701 on SP 182337	Ward	Gilston	50713335
Lot 1702 on SP 182337	Ward	Gilston	50713336
Lot 1703 on SP 182337	Ward	Gilston	50713337
Lot 1704 on SP 182337	Ward	Gilston	50713338
Lot 1705 on SP 182337	Ward	Gilston	50713339
Lot 1706 on SP 182337	Ward	Gilston	50713340
Lot 1707 on SP 182337	Ward	Gilston	50713341
Lot 1708 on SP 182337	Ward	Gilston	50713342
Lot 1709 on SP 182337	Ward	Gilston	50713343
Lot 1710 on SP 182337	Ward	Gilston	50713344
Lot 1801 on SP 182337	Ward	Gilston	50713345
Lot 1802 on SP 182337	Ward	Gilston	50713346
Lot 1803 on SP 182337	Ward	Gilston	50713347
Lot 1804 on SP 182337	Ward	Gilston	50713348
Lot 1805 on SP 182337	Ward	Gilston	50713349
Lot 1806 on SP 182337	Ward	Gilston	50713350
Lot 1807 on SP 182337	Ward	Gilston	50713351
Lot 1808 on SP 182337	Ward	Gilston	50713352
Lot 1809 on SP 182337	Ward	Gilston	50713353
Lot 1810 on SP 182337	Ward	Gilston	50713354
Lot 1901 on SP 182337	Ward	Gilston	50713355
Lot 1902 on SP 182337	Ward	Gilston	50713356
Lot 1903 on SP 182337	Ward	Gilston	50713357
Lot 1904 on SP 182337	Ward	Gilston	50713358
Lot 1905 on SP 182337	Ward	Gilston	50713359
Lot 1906 on SP 182337	Ward	Gilston	50713360
Lot 1907 on SP 182337	Ward	Gilston	50713361
Lot 1908 on SP 182337	Ward	Gilston	50713362
Lot 1909 on SP 182337	Ward	Gilston	50713363
Lot 1910 on SP 182337	Ward	Gilston	50713364
Lot 2001 on SP 182337	Ward	Gilston	50713365
Lot 2002 on SP 182337	Ward	Gilston	50713366
Lot 2003 on SP 182337	Ward	Gilston	50713367
Lot 2004 on SP 182337	Ward	Gilston	50713368
Lot 2005 on SP 182337	Ward	Gilston	50713369
Lot 2006 on SP 182337	Ward	Gilston	50713370
Lot 2007 on SP 182337	Ward	Gilston	50713371
Lot 2008 on SP 182337	Ward	Gilston	50713372
Lot 2009 on SP 182337	Ward	Gilston	50713373
Lot 2010 on SP 182337	Ward	Gilston	50713374
Lot 2101 on SP 182337	Ward	Gilston	50713375

Lot 2102 on SP 182337	Ward	Gilston	50713376
Lot 2103 on SP 182337	Ward	Gilston	50713377
Lot 2104 on SP 182337	Ward	Gilston	50713378
Lot 2105 on SP 182337	Ward	Gilston	50713379
Lot 2106 on SP 182337	Ward	Gilston	50713380
Lot 2107 on SP 182337	Ward	Gilston	50713381
Lot 2108 on SP 182337	Ward	Gilston	50713382
Lot 2109 on SP 182337	Ward	Gilston	50713383
Lot 2110 on SP 182337	Ward	Gilston	50713384
Lot 2201 on SP 182337	Ward	Gilston	50713385
Lot 2202 on SP 182337	Ward	Gilston	50713386
Lot 2203 on SP 182337	Ward	Gilston	50713387
Lot 2204 on SP 182337	Ward	Gilston	50713388
Lot 2205 on SP 182337	Ward	Gilston	50713389
Lot 2206 on SP 182337	Ward	Gilston	50713390
Lot 2207 on SP 182337	Ward	Gilston	50713391
Lot 2208 on SP 182337	Ward	Gilston	50713392
Lot 2209 on SP 182337	Ward	Gilston	50713393
Lot 2210 on SP 182337	Ward	Gilston	50713394
Lot 2301 on SP 182337	Ward	Gilston	50713395
Lot 2302 on SP 182337	Ward	Gilston	50713396
Lot 2303 on SP 182337	Ward	Gilston	50713397
Lot 2304 on SP 182337	Ward	Gilston	50713398
Lot 2305 on SP 182337	Ward	Gilston	50713399
Lot 2306 on SP 182337	Ward	Gilston	50713400
Lot 2307 on SP 182337	Ward	Gilston	50713401
Lot 2308 on SP 182337	Ward	Gilston	50713402
Lot 2309 on SP 182337	Ward	Gilston	50713403
Lot 2310 on SP 182337	Ward	Gilston	50713404
Lot 2401 on SP 182337	Ward	Gilston	50713405
Lot 2402 on SP 182337	Ward	Gilston	50713406
Lot 2403 on SP 182337	Ward	Gilston	50713407
Lot 2404 on SP 182337	Ward	Gilston	50713408
Lot 2405 on SP 182337	Ward	Gilston	50713409
Lot 2406 on SP 182337	Ward	Gilston	50713410
Lot 2407 on SP 182337	Ward	Gilston	50713411
Lot 2408 on SP 182337	Ward	Gilston	50713412
Lot 2409 on SP 182337	Ward	Gilston	50713413
Lot 2410 on SP 182337	Ward	Gilston	50713414
Lot 2501 on SP 182337	Ward	Gilston	50713415
Lot 2502 on SP 182337	Ward	Gilston	50713416
Lot 2503 on SP 182337	Ward	Gilston	50713417
Lot 2504 on SP 182337	Ward	Gilston	50713418
Lot 2505 on SP 182337	Ward	Gilston	50713419

Lot 2506 on SP 182337	Ward	Gilston	50713420
Lot 2601 on SP 182337	Ward	Gilston	50713421
Lot 2602 on SP 182337	Ward	Gilston	50713422
Lot 2603 on SP 182337	Ward	Gilston	50713423
Lot 2604 on SP 182337	Ward	Gilston	50713424
Lot 2605 on SP 182337	Ward	Gilston	50713425
Lot 2606 on SP 182337	Ward	Gilston	50713426
Lot 2701 on SP 182337	Ward	Gilston	50713427
Lot 2702 on SP 182337	Ward	Gilston	50713428
Lot 2703 on SP 182337	Ward	Gilston	50713429
Lot 2704 on SP 182337	Ward	Gilston	50713430
Lot 2705 on SP 182337	Ward	Gilston	50713431
Lot 2706 on SP 182337	Ward	Gilston	50713432
Lot 2801 on SP 182337	Ward	Gilston	50713433
Lot 2802 on SP 182337	Ward	Gilston	50713434
Lot 2803 on SP 182337	Ward	Gilston	50713435
Lot 2804 on SP 182337	Ward	Gilston	50713436
Lot 2901 on SP 182337	Ward	Gilston	50713437
Lot 2902 on SP 182337	Ward	Gilston	50713438
Lot 2903 on SP 182337	Ward	Gilston	50713439
Lot 2904 on SP 182337	Ward	Gilston	50713440
Lot 3001 on SP 182337	Ward	Gilston	50713441
Lot 3002 on SP 182337	Ward	Gilston	50713442
Lot 3003 on SP 182337	Ward	Gilston	50713443
Lot 3004 on SP 182337	Ward	Gilston	50713444

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 201 on SP 182337	51	57
Lot 301 on SP 182337	44	41
Lot 302 on SP 182337	42	34
Lot 303 on SP 182337	43	40
Lot 304 on SP 182337	43	40
Lot 305 on SP 182337	42	36
Lot 306 on SP 182337	44	43
Lot 401 on SP 182337	44	43
Lot 402 on SP 182337	42	35
Lot 403 on SP 182337	43	40
Lot 404 on SP 182337	43	40
Lot 405 on SP 182337	42	37
Lot 406 on SP 182337	44	45
Lot 501 on SP 182337	44	44
Lot 502 on SP 182337	42	35
Lot 503 on SP 182337	43	42
Lot 504 on SP 182337	43	42
Lot 505 on SP 182337	42	37
Lot 506 on SP 182337	44	46
Lot 601 on SP 182337	44	45
Lot 602 on SP 182337	42	36
Lot 603 on SP 182337	43	43
Lot 604 on SP 182337	43	43
Lot 605 on SP 182337	42	38
Lot 606 on SP 182337	44	48
Lot 607 on SP 182337	40	27
Lot 608 on SP 182337	38	19
Lot 609 on SP 182337	38	19
Lot 610 on SP 182337	40	28
Lot 701 on SP 182337	44	46
Lot 702 on SP 182337	42	36
Lot 703 on SP 182337	43	43
Lot 704 on SP 182337	43	43
Lot 705 on SP 182337	42	38
Lot 706 on SP 182337	44	48
Lot 707 on SP 182337	40	28
Lot 708 on SP 182337	38	19
Lot 709 on SP 182337	38	19
Lot 710 on SP 182337	40	29
Lot 801 on SP 182337	44	46
Lot 802 on SP 182337	42	37

Lot 803 on SP 182337	43	44
Lot 804 on SP 182337	43	44
Lot 805 on SP 182337	42	39
Lot 806 on SP 182337	44	48
Lot 807 on SP 182337	40	28
Lot 808 on SP 182337	38	20
Lot 809 on SP 182337	38	20
Lot 810 on SP 182337	40	30
Lot 901 on SP 182337	44	47
Lot 902 on SP 182337	42	37
Lot 903 on SP 182337	43	44
Lot 904 on SP 182337	43	44
Lot 905 on SP 182337	42	39
Lot 906 on SP 182337	44	49
Lot 907 on SP 182337	40	29
Lot 908 on SP 182337	38	20
Lot 909 on SP 182337	38	20
Lot 910 on SP 182337	40	30
Lot 1001 on SP 182337	44	47
Lot 1002 on SP 182337	42	38
Lot 1003 on SP 182337	43	45
Lot 1004 on SP 182337	43	45
Lot 1005 on SP 182337	42	40
Lot 1006 on SP 182337	44	49
Lot 1007 on SP 182337	40	29
Lot 1008 on SP 182337	38	21
Lot 1009 on SP 182337	38	21
Lot 1010 on SP 182337	40	30
Lot 1101 on SP 182337	44	48
Lot 1102 on SP 182337	42	39
Lot 1103 on SP 182337	43	45
Lot 1104 on SP 182337	43	45
Lot 1105 on SP 182337	42	40
Lot 1106 on SP 182337	44	50
Lot 1107 on SP 182337	40	30
Lot 1108 on SP 182337	38	21
Lot 1109 on SP 182337	38	21
Lot 1110 on SP 182337	40	31
Lot 1201 on SP 182337	44	48
Lot 1202 on SP 182337	42	40
Lot 1203 on SP 182337	43	45
Lot 1204 on SP 182337	43	45
Lot 1205 on SP 182337	42	40
Lot 1206 on SP 182337	44	50

Lot 1207 on SP 182337	40	30
Lot 1208 on SP 182337	38	21
Lot 1209 on SP 182337	38	21
Lot 1210 on SP 182337	40	31
Lot 1301 on SP 182337	44	50
Lot 1302 on SP 182337	42	39
Lot 1303 on SP 182337	43	46
Lot 1304 on SP 182337	43	46
Lot 1305 on SP 182337	42	40
Lot 1306 on SP 182337	44	51
Lot 1307 on SP 182337	40	31
Lot 1308 on SP 182337	38	22
Lot 1309 on SP 182337	38	22
Lot 1310 on SP 182337	40	32
Lot 1401 on SP 182337	44	50
Lot 1402 on SP 182337	42	39
Lot 1403 on SP 182337	43	46
Lot 1404 on SP 182337	43	46
Lot 1405 on SP 182337	42	41
Lot 1406 on SP 182337	44	51
Lot 1407 on SP 182337	40	31
Lot 1408 on SP 182337	38	22
Lot 1409 on SP 182337	38	22
Lot 1410 on SP 182337	40	32
Lot 1501 on SP 182337	44	51
Lot 1502 on SP 182337	42	40
Lot 1503 on SP 182337	43	47
Lot 1504 on SP 182337	43	47
Lot 1505 on SP 182337	42	41
Lot 1506 on SP 182337	44	52
Lot 1507 on SP 182337	40	32
Lot 1508 on SP 182337	38	22
Lot 1509 on SP 182337	38	22
Lot 1510 on SP 182337	40	33
Lot 1601 on SP 182337	44	52
Lot 1602 on SP 182337	42	40
Lot 1603 on SP 182337	43	47
Lot 1604 on SP 182337	43	47
Lot 1605 on SP 182337	42	41
Lot 1606 on SP 182337	44	52
Lot 1607 on SP 182337	40	32
Lot 1608 on SP 182337	38	22
Lot 1609 on SP 182337	38	22
Lot 1610 on SP 182337	40	33

Lot 1701 on SP 182337	44	52
Lot 1702 on SP 182337	42	40
Lot 1703 on SP 182337	43	47
Lot 1704 on SP 182337	43	47
Lot 1705 on SP 182337	42	42
Lot 1706 on SP 182337	44	53
Lot 1707 on SP 182337	40	32
Lot 1708 on SP 182337	38	23
Lot 1709 on SP 182337	38	23
Lot 1710 on SP 182337	40	33
Lot 1801 on SP 182337	44	52
Lot 1802 on SP 182337	42	41
Lot 1803 on SP 182337	43	48
Lot 1804 on SP 182337	43	48
Lot 1805 on SP 182337	42	42
Lot 1806 on SP 182337	44	53
Lot 1807 on SP 182337	40	33
Lot 1808 on SP 182337	38	23
Lot 1809 on SP 182337	38	23
Lot 1810 on SP 182337	40	34
Lot 1901 on SP 182337	44	53
Lot 1902 on SP 182337	42	41
Lot 1903 on SP 182337	43	48
Lot 1904 on SP 182337	43	48
Lot 1905 on SP 182337	42	42
Lot 1906 on SP 182337	44	54
Lot 1907 on SP 182337	40	33
Lot 1908 on SP 182337	38	23
Lot 1909 on SP 182337	38	23
Lot 1910 on SP 182337	40	34
Lot 2001 on SP 182337	44	54
Lot 2002 on SP 182337	42	42
Lot 2003 on SP 182337	43	49
Lot 2004 on SP 182337	43	49
Lot 2005 on SP 182337	42	43
Lot 2006 on SP 182337	44	54
Lot 2007 on SP 182337	40	33
Lot 2008 on SP 182337	38	24
Lot 2009 on SP 182337	38	24
Lot 2010 on SP 182337	40	34
Lot 2101 on SP 182337	44	54
Lot 2102 on SP 182337	42	42
Lot 2103 on SP 182337	43	49
Lot 2104 on SP 182337	43	49

Lot 2105 on SP 182337	42	43
Lot 2106 on SP 182337	44	54
Lot 2107 on SP 182337	40	34
Lot 2108 on SP 182337	38	24
Lot 2109 on SP 182337	38	24
Lot 2110 on SP 182337	40	35
Lot 2201 on SP 182337	44	55
Lot 2202 on SP 182337	42	42
Lot 2203 on SP 182337	43	49
Lot 2204 on SP 182337	43	49
Lot 2205 on SP 182337	42	44
Lot 2206 on SP 182337	44	55
Lot 2207 on SP 182337	40	34
Lot 2208 on SP 182337	38	24
Lot 2209 on SP 182337	38	24
Lot 2210 on SP 182337	40	35
Lot 2301 on SP 182337	44	55
Lot 2302 on SP 182337	42	43
Lot 2303 on SP 182337	43	50
Lot 2304 on SP 182337	43	50
Lot 2305 on SP 182337	42	44
Lot 2306 on SP 182337	44	55
Lot 2307 on SP 182337	40	34
Lot 2308 on SP 182337	38	24
Lot 2309 on SP 182337	38	24
Lot 2310 on SP 182337	40	35
Lot 2401 on SP 182337	44	56
Lot 2402 on SP 182337	42	43
Lot 2403 on SP 182337	43	50
Lot 2404 on SP 182337	43	50
Lot 2405 on SP 182337	42	44
Lot 2406 on SP 182337	44	56
Lot 2407 on SP 182337	40	34
Lot 2408 on SP 182337	38	25
Lot 2409 on SP 182337	38	25
Lot 2410 on SP 182337	40	36
Lot 2501 on SP 182337	44	63
Lot 2502 on SP 182337	42	47
Lot 2503 on SP 182337	43	53
Lot 2504 on SP 182337	43	53
Lot 2505 on SP 182337	42	49
Lot 2506 on SP 182337	44	63
Lot 2601 on SP 182337	44	57
Lot 2602 on SP 182337	42	44

Lot 2603 on SP 182337	43	51
Lot 2604 on SP 182337	43	51
Lot 2605 on SP 182337	42	45
Lot 2606 on SP 182337	44	57
Lot 2701 on SP 182337	44	57
Lot 2702 on SP 182337	42	44
Lot 2703 on SP 182337	43	51
Lot 2704 on SP 182337	43	51
Lot 2705 on SP 182337	42	45
Lot 2706 on SP 182337	44	57
Lot 2801 on SP 182337	48	79
Lot 2802 on SP 182337	48	73
Lot 2803 on SP 182337	48	73
Lot 2804 on SP 182337	48	79
Lot 2901 on SP 182337	48	80
Lot 2902 on SP 182337	48	74
Lot 2903 on SP 182337	48	74
Lot 2904 on SP 182337	48	80
Lot 3001 on SP 182337	51	98
Lot 3002 on SP 182337	51	89
Lot 3003 on SP 182337	51	89
Lot 3004 on SP 182337	51	98
TOTALS	**10053**	**9997**

Explanation of Contribution Schedule Lot Entitlements

1. Introduction

The Contribution Schedule Lot Entitlements ("**CSLE**") for each Lot included in the Sierra Grand Community Titles Scheme ("**the Scheme**") are not equal. As required by Section 48 of the *Body Corporate and Community Management Act 1997* ("**the Act**"), the explanation of why they are not equal is set out below.

2. Explanation

The CSLE for each Lot included in the Scheme has been allocated having regard to:

2.1 The structure of the Scheme;

2.2 The nature, features and characteristics of the Lots in the Scheme; and

2.3 The purposes for which the Lots are used.

3. Reason for Variation

3.1 On the basis of the factors in paragraph 2 it is just and equitable for there to be a variation in the CSLE for the Scheme. The CSLE for the Lots varies between a minimum of 38 and a maximum of 51.

3.2 The difference in CSLE recognises that the factors stated above do not impact on how much each Lot should contribute to certain Body Corporate costs such as secretarial fees, audit fees, printing, postage and outlays, but the structure of the Scheme and the features and characteristics of the Lots result in a differential burden on the costs of the Body Corporate for repair and maintenance of the Common Property. When allocating the CSLE to be included in the contribution schedule, each of the factors stated above impacts on the allocation in the way set out below.

4. Allocation

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

4.1 Structure of the Scheme

4.1.1. The Scheme is not part of a layered scheme therefore the structure of the Scheme does not affect the CSLE.

4.1.2. The Common Property facilities (for example swimming pool, gymnasium, theatrette, major thoroughfares, corridors and landscaping) are part of the community titles scheme.

4.1.3. However different Lots in the Scheme utilise Common Property to a greater extent depending upon their location in the Scheme.

4.2 Nature, Feature and Characteristics of the Lots in the Scheme

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

4.2.2.1. The external surface area of the Lot. Additional entitlements are added depending on whether the Lot has small, medium, large or extra-large external surface area.

4.2.2.2. The level of the building on which the Lot is situated. Additional entitlements are added depending on the level of the building in which the Lot is located. The higher the Lot in the building, the higher the cost of maintaining, cleaning and repairing windows and external walls.

4.2.2.3. Lot 201 has a number of part Lots that are on Levels A, B, C and D. The utility infrastructure services these parts of Lot 201 and more use is made of the Common Property in having to traverse from one part of Lot 201 to the other parts.

4.2.2.4. The external Common Property that benefits the Lot. The external surface area of a Lot, which as part of the Common Property comprises, amongst other things the aluminium balustrade, window frames and fittings and glass, metal screens and louvres, roofing membrane and materials. The greater the exposure of the Lot to the Common Property, the greater the Common Property to be maintained by the Body Corporate and consequently the greater the CSLE. Therefore units that need a greater perimeter of external wall have a greater CSLE.

4.2.2.5. The internal Common Property that benefits the Lot. The internal Common Property comprises, amongst other things, fire prevention and extinguisher equipment (such as sprinklers, booster pumps, thermo-detection units), common area carpets and electrical wiring. These all require maintenance and replacement. Therefore Lots that enjoy a greater amount of these, especially with regard to special authority or exclusive use to enjoy areas that benefit from this property, have a greater CSLE.

4.1.5. The CLSE has been adjusted from being equal to the extent Lots give rise to particular costs or extra costs that other Lots do not.

4.3 The Purpose for which the Lots are Used

Each of the Lots in the Scheme are used for residential purposes except Lot 201 which is used for residential and commercial purposes. This factor will contribute to a higher use of Common Property by the Owner, Occupier, invitees and customers of Lot 201.

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME OF LAND

Not applicable.

SCHEDULE C BY-LAWS

1. Interpretation

In these By-laws except for the extent that the context otherwise requires:

1.1 the singular includes the plural and vice versa;

1.2 person includes a natural person, each other kind of legal entity and an unincorporated association;

1.3 reference to a statute or any other law is a reference to the statute or law.

2. Definitions

In these By-laws and Schedule D, except where inconsistent with the context, the following terms have the following meanings:

2.1 **"the Act"** means the *Body Corporate and Community Management Act 1997* and all regulations thereunder, as amended from time to time;

2.2 **"Body Corporate Manager"** means a person who is engaged by the Body Corporate to supply administrative services to the Body Corporate pursuant to the Act;

2.3 **"Caretaker"** means that person or corporation appointed by the Body Corporate as a caretaker and/or letting agent under an agreement pursuant to the Act;

2.4 **"Caretaker's Unit"** and/or **"Caretaker's Lot"** means Lot 201 or such other Lot as nominated by the Caretaker to the Body Corporate in writing from time to time;

2.5 **"Common Property"** means has the same meaning as defined in the Act and as applied to the Community Titles Scheme;

2.6 **"Committee"** means the Committee of the Body Corporate elected or otherwise appointed from time to time as provided for in the Regulation Module;

2.7 **"Lot"** means a Lot in the Community Titles Scheme;

2.8 **"Occupier"** has the same meaning as defined in the Act;

2.9 **"Owner"** has the same meaning as defined in the Act;

2.10 **"PABX System"** includes (as well as a telephone system) other audio visual, internet or other data transmission systems that may or may not require cabling;

2.11 **"Recreation Facilities"** means facilities that are used for recreation purposes that are on the Common Property including without limitation any of the following that may be on the Common Property:

2.11.1 swimming pool;

2.11.2 tennis court;

2.11.3 barbeque;

2.11.4 theatrette;

2.11.5 indoor pool;

2.11.6 indoor and outdoor spas;

2.11.7 deck chairs and tables;

2.11.8 sauna or stream room;

2.11.9 gymnasium and gymnasium equipment; and

2.11.10 level 25 outdoor area.

2.12 **"Scheme Land"** means the Scheme Land identified in Item 4 of the Community Management Statement and includes, when the context permits or requires, the Lots and the Common Property and all improvements thereon;

2.13 **"Vehicle"** has the same meaning as Vehicle as defined in the *Traffic Act 1949.*

3. NOISE

3.1 An Owner or Occupier of a Lot must not create noise likely to interfere with the peaceful enjoyment of a person lawfully on another Lot or the Common Property.

3.2 In particular, no Owner or Occupier:

3.2.1 shall hold or permit to be held any social gathering in his or her Lot which is likely to breach this By-law;

3.2.2 shall hold or permit to be held any auction sale upon Scheme Land;

3.2.3 permit any musical instrument to be practised or played in his or her Lot between the hours of 10.00 pm and 8.00 am;

3.2.4 if a musical instrument is practised between the hours of 8.00 am and 10.00 pm, then such practice must not extend beyond a period of one (1) hour at any one time or for a total of more than three (3) hours during any day; and

3.2.5 shall allow any equipment and/or instruments which produce noise or emit noise so as to breach the provisions of this By-law.

3.3 Where there is any unavoidable noise in a Lot which at any time may breach this By-law, the Owner or Occupier must take all practicable steps to minimise annoyance to other Lot Owners and Occupiers by closing all doors, windows and curtains of his or her Lot and taking all such further steps as may be necessary or required so as not to interfere with the peaceful enjoyment of a person lawfully on another Lot or the Common Property.

3.4 Guests leaving after 11.00 pm must be requested by their hosts to leave quietly. Quietness shall also be observed when an Owner or Occupier returns to the building late at night or during early morning hours.

4. CAUSING A NUISANCE

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

4.1.1 causes a nuisance or hazard;

4.1.2 interferes unreasonably with the use or enjoyment of another Lot; or

4.1.3 interferes unreasonably with the use or enjoyment of the Common Property by a person who is lawfully on the Common Property.

4.2 An Owner or Occupier of a Lot must take all reasonable steps to ensure that his or her invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the Owners or Occupiers of another Lot or of any person lawfully using Common Property.

4.3 If an Owner or Occupier wishes to use the Recreation Facilities or an area of Common Property for the holding of a gathering or function, then the Owner or Occupier must first obtain written approval of the Committee to hold such function. The approval will regulate the use of the Common Property and the Owner or Occupier will indemnify the Body Corporate with respect to any nuisance caused to other invitees to the Scheme Land and/or any damage to Scheme Land. The use of the Recreation Facilities must not cause a breach of the By-Laws and/or any nuisance or noise to other Invitees to the Scheme Land.

4.4 An Owner or Occupier must not:

4.4.1 permit any of their invitees to behave in a manner reasonably likely to interfere with the peaceful enjoyment of any person lawfully on another Lot or the Common Property;

4.4.2 use a Lot or Common Property for any purpose which is illegal, or which may damage the reputation of the Scheme or Body Corporate;

4.4.3 create noise likely to interfere with the peaceful enjoyment or amenity of any person lawfully on another Lot or the Common Property; and

4.4.4 obstruct the use of the Common Property by another person.

5. COMMUNICATION WITH COMMITTEE

5.1 Owners and Occupiers must communicate with the Committee and the Body Corporate Manager, as appointed from time to time, in a reasonable manner and not in any way which may become an annoyance or a nuisance to any Committee member and/or Body Corporate Manager.

5.2 In addition to By-law 5.1 hereof, communication from an Owner or Occupier to any Committee member and/or Body Corporate Manager must be courteous, inoffensive, reasonable, respectful, constructive and the like.

5.3 The Committee is authorised by this By-law to draft communication rules which must be adhered to as if the communication rules were recorded in this CMS and By-law, and further, that the communication rules may be enforced by the Committee and/or Body Corporate under this By-law pursuant to the dispute resolution provisions of the Act.

5.4 Owners and Occupiers shall ensure that their communication with the Committee are sent in accordance with the following:

5.4.1 written communication shall only be sent by pre-paid post or email at the address of the Body Corporate Manager. Accordingly, no email may be sent to the Committee personally unless the Committee or Body Corporate Manager invites this mode of written communication;

5.4.2 a maximum of one piece of written communication may be sent per week, unless the Committee or Body Corporate Manager invites additional written communication;

5.4.3 any item of written communication shall be limited to a maximum of 2 pages in length containing a maximum of 1,000 words;

5.4.4 verbal communications shall only be made by telephone to the Body Corporate Manager unless the Committee expressly invites verbal communication;

5.4.5 written and verbal communication with the Committee or Body Corporate Manager must at all times be courteous and not abusive or offensive;

5.4.6 the Body Corporate Manager and Committee are permitted to disregard any communications that it reasonably considers fails to comply with the above requirements;

5.4.7 the Body Corporate Manager and Committee are not required to acknowledge receipt of any written communication; and

5.4.8 the Body Corporate Manager and Committee must act reasonable in determining whether any communication requires a response, including considering whether the communication repeats matter addressed in previous communications.

6. VEHICLES

6.1 The Owner or Occupier of a Lot must not, without the Committee's prior written approval, park, stand, repair or store a Vehicle on the Common Property or permit an invitee to park, stand, repair or store a Vehicle on the Common Property in breach of this By-law:

6.1.1 an approval under this By-law must state the period for which it is given; and

6.1.2 the Committee may withdraw an approval granted under this By-law on the giving of 24 hours' notice.

6.2 A Vehicle includes caravan, campervan, motor home, boat, trailer, jet ski and other like Vehicles.

6.3 A Vehicle weighing more than three (3) tonnes is not permitted on the Scheme Land, except for the purposes of furniture removal in or out of the Body Corporate.

6.4 The Owner or Occupier of Lot must not park a Vehicle on Common Property or in the visitor car parks if that Vehicle does not hold a current registration certificate.

6.5 If an Owner or Occupier has more than one Vehicle, then the Owner or Occupier must not use the Common Property to park any other Vehicles.

6.6 There are 23 visitor car parking spaces within the Scheme Land and shall be used by genuine invitees and visitors to the Scheme Land only.

6.7 The Committee (from time to time) is permitted by the By-laws to regulate the use of the 23 visitor car parking spaces.

6.8 An Owner or Occupier of a Lot shall ensure that their invitees use the visitor car parking spaces only for its intended purpose of casual parking within the rules set from time to time by the Committee, which rules shall provide that areas of casual parking shall not be used for more than 24 consecutive hours (i.e., a single overnight stay).

6.9 For the safety of all persons on Scheme Land, the speed limit for Vehicles on Scheme Land is ten (10) km.

6.10 If an Owner, Occupier or invitee allows a Vehicle to be parked in a manner which is in contravention of this By-law, then such Vehicle may be towed by the Body Corporate (at the direction of the Committee) and such costs will be the responsibility of the owner of the Vehicle.

6.11 For the purpose of this By-law, the Committee may enter into an appropriate Agreement with a towing company (contractor) to provide a Vehicle towing service.

6.12 The Committee may authorise the erection of appropriate signage on the Common Property to advise all drivers of Vehicles on to Scheme Land of the regulation of unlawful parking on Common Property.

No washing of cars in exclusive use car parking areas

6.13 Each Owner is allocated an exclusive use car parking space pursuant to By-law 26.

6.14 Owners and Occupiers must not use their allocated exclusive use car parking space to wash a Vehicle.

No storage in Common Property car parking spaces

6.15 Owners, Occupiers and Invitees must not store any items and/or articles within the car parking spaces in the basement.

6.16 Owners and Occupiers each have an obligation to keep all areas of Common Property in a clean and tidy condition and such areas includes the basement car park.

7. WASH BAY

7.1 A wash bay is situated upon Common Property (at the front of the building).

7.2 The cleanliness and tidiness of the wash bay is monitored by the Committee and the Caretaker.

7.3 Owners and Occupiers are able to obtain the car wash access key to the wash bay from the Caretaker.

7.4 Owners and Occupiers may pre-book the car wash bay with the Caretaker via the reception desk.

7.5 Owners and Occupiers are permitted to use the wash bay, which is available for use 24 hours a day, 7 days a week.

7.6 Such persons using the wash bay may use the bay for up to a maximum of 60 minutes per Vehicle and must not do or permit to be done in the wash bay area any act or thing which shall or may become an annoyance, nuisance or grievance to other invitees to the building.

7.7 If Owners, Occupiers or invitees park a Vehicle in breach of By-law 6, then such Vehicle may be towed by the Body Corporate in accordance with By-law 6.

8. OBSTRUCTION

The Occupier of a Lot must not obstruct the lawful use of the Common Property by someone else.

9. DAMAGE TO LAWNS ETC.

9.1 The Occupier of a Lot must not, without the Body Corporate's written approval:

9.1.1 damage a lawn, garden, tree, shrub, plant or flower on the Common Property; or

9.1.2 use a part of the Common Property as a garden.

9.2 An approval under clause 9.1 must state the period for which it is given.

9.3 However, the Body Corporate may cancel the approval by giving 7 days written notice to the Occupier.

10. DAMAGE TO COMMON PROPERTY

10.1 An Occupier of a Lot must not, without the body corporate's written approval, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the Common Property.

10.2 However, an Occupier may install a locking or safety device to protect the Lot against intruders, or a screen to prevent entry of animals or insects, if the device or screen is soundly built and is consistent with the colour, style and materials of the building.

10.3 The Owner of a Lot must keep a device installed under subsection 10.2 in good order and repair.

11. LEAVING OF RUBBISH ETC. ON THE COMMON PROPERTY

11.1 An Owner, Occupier or their invitee must not leave rubbish or other materials on the Common Property in a way or place likely to interfere with the enjoyment of the Common Property by someone else.

11.2 An Owner or Occupier of a Lot must take reasonable steps to ensure that no objects of any description are thrown or allowed to fall from the balcony or windows of their Lot.

11.3 An Owner or Occupier of a Lot must not store, deposit or throw upon the Common Property, including without limitation any foyer or stairway any materials, furniture, furnishings, rubble, rubbish, dirt, dust or other material.

11.4 Each Owner, Occupier and invitee must take reasonable steps to keep clean the Common Property which includes the driveways, parking areas, garden, stairs and bins.

12. APPEARANCE OF LOT

12.1 The Owner or Occupier of a Lot must not, without the Committee's prior written approval, make a change to the external appearance of the Lot or the building including (without limitation) installing upon the Lot or the building any curtains, venetian blinds, vertical blinds, shutters, window coverings or tinting, external awnings, blinds or other fixture.

12.2 The Owner or Occupier of a Lot must not, without the Committee's prior written approval, make a change to the external appearance of the Lot or the building including the installation of security doors, screens, shutters and fly screens.

12.3 Approval will be given by the Committee and not unreasonably withheld if the requested installation is consistent with the colour (neutral), design, style and amenity of the building.

12.4 The Owner or Occupier of a Lot must not:

12.4.1 hang clothing, washing, bedding, rugs, mats, towels or any other article from or on the windows or balconies of the Lot or on the outside of the building; or

12.4.2 display a sign, advertisement, placard, banner, pamphlet or similar article if the article is visible from another Lot or the Common Property, or from outside the Scheme Land.

12.5 The Owner of a Lot is permitted to erect a real estate agent's sign on the Common Property for the purpose of 'open home' inspections only subject to the Owner of a Lot obtaining the prior written approval of the Committee. Such real estate agent's sign erected on Common Property must be removed by the Owner or the Owner's agent by the end of the day that the 'open home' inspection was held.

12.6 The Occupier of a Lot must not, without the body corporate's written approval, make a change to the external appearance of the Lot unless the change is minor and does not detract from the amenity of the Lot and its surrounds.

13. STORAGE OF FLAMMABLE MATERIALS

13.1 The Occupier of a Lot must not, without the body corporate's written approval, store a flammable substance on the Common Property.

13.2 The Occupier of a Lot must not, without the body corporate's written approval, store a flammable substance on the Lot unless the substance is used or intended for use for domestic purposes.

13.3 However, this section does not apply to the storage of fuel in:

13.3.1 the fuel tank of a Vehicle, boat, or internal combustion engine; or

13.3.2 a tank kept on a Vehicle or boat in which the fuel is stored under the requirements of the law regulating the storage of flammable liquid.

14. GARBAGE DISPOSAL

14.1 The Occupier of a Lot must keep a garbage receptacle in a clean and dry condition and adequately covered within their Lot.

14.2 Within the building, there is a disposal chute on each floor of the building which each Occupier must keep in a clean and tidy condition.

14.3 The Body Corporate supplies this disposal chute to ensure that Occupiers within the building dispose of refuse and garbage in an appropriate manner.

14.4 The disposal chute is situated in each foyer of the building.

14.5 The use of the garbage disposal chute is permitted by Occupiers within the Body Corporate, but its use shall be limited to the disposal of kitchen waste and general refuse of a size which will not become stuck with in the garbage disposal chute.

14.6 The Occupier must ensure that such kitchen waste does not smell.

14.7 If the kitchen waste is noxious smelling or not general kitchen waste, then the Occupier must place such waste into the local council rubbish bin situated in the basement (e.g., old seafood shells/kitty litter, nappies).

14.8 The Occupier must ensure that such kitchen waste and general refuse is double bagged to ensure no leaking or spills of garbage once the refuse is placed in the chute by the Occupier.

14.9 If the kitchen waste and general refuse is large in size or heavy in weight, then the Occupier must place this kitchen waste and general refuse into the local council rubbish bin situated in the basement.

14.10 The Occupier must ensure that any recyclables are placed in appropriate containers provided by the Body Corporate in the basement.

14.11 In addition to the use of the garbage chute, the Occupier of a Lot must:

14.11.1 dispose of all other forms of rubbish in the bins in the basement;

14.11.2 deposit old papers and unwanted mail in the recycle bin in the basement;

14.11.3 not beat or shake any carpet, mat, cloth or other article over any balcony or through any window or door; and

14.11.4 not throw or otherwise dispose of any liquid or waste water upon or over any balcony or through any balcony drainage pipes.

14.12 Any cost for cleaning or repair caused by a breach of this By-law shall be paid for by the Occupier and/or Owner of the Lot.

14.13 All Owners, Occupiers and their invitees must:

14.13.1 comply with all local government local laws and ordinances relating to the disposal of garbage within the building; and

14.13.2 ensure that the health, hygiene and comfort of all Owners, Occupiers and their invitees to the building are not adversely affected by his or her disposal of garbage.

14.14 Unless the Body Corporate provides some other way of garbage disposal, the Occupier of a Lot must keep a receptacle for garbage in a clean and dry condition and adequately covered on the Lot, or on a part of the Common Property designated by the body corporate for the purpose.

14.15 The Occupier of a Lot must: -

14.15.1 comply with all local government local laws about disposal of garbage;

14.15.2 ensure that the Occupier does not, in disposing of garbage, adversely affect the health, hygiene or comfort of the Occupiers of other Lots;

14.15.3 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; and

14.15.4 comply with any reasonable directions issued by the Body Corporate in relation to the proper and efficient use of any garbage chute.

14.16 The Committee is empowered to make rules for the use of any garbage chute. These rules may be revoked by a resolution of the Body Corporate in general meeting. If the rules are inconsistent with the By-laws, then the By-laws shall prevail.

15. KEEPING OF ANIMALS

15.1 Subject to the Act, the Occupier of a Lot must not, without the Body Corporate's written approval:

15.1.1 bring or keep an animal on to the Lot or the Common Property; or

15.1.2 permit an invitee to bring or keep an animal on the Lot or the Common Property.

15.2 An Application must be submitted with a photograph, veterinary certificate and Council Registration (if applicable) before bringing the animal onto the Scheme Land.

15.3 The following minimum conditions will apply to all applications:

15.3.1 where an applicant is not the Owner of the Lot, the written confirmation of the Lot Owner is required stating that they do not object to the applicant keeping the stated animal within the Lot;

15.3.2 the animal must not traverse upon the Common Property except if in the company of a human person and only for the purpose of ingress to and egress from the complex and can only ingress and egress via Level 1 rear door only;

15.3.3 the animal must be carried, or kept leashed, at all times it is upon the Common Property;

15.3.4 any fouling by the animal on Common Property or the Lot must be cleaned up immediately;

15.3.5 the animal is not to make any unreasonable noise, or otherwise cause a nuisance, that interferes unreasonably with any person's use or enjoyment of another Lot or Common Property;

15.3.6 you indemnify the Body Corporate from all claims arising out of the animal being kept in the Lot or upon Common Property;

15.3.7 this consent applies only to the animal that is identified in the subject application;

15.3.8 the animal is prohibited from all Recreational Facilities within the scheme;

15.3.9 waste must be disposed of in a way that does not cause noxious odours or otherwise contaminate any part of the Scheme Land;

15.3.10 the animal must be kept clean, immunized and treated for worms, ticks and fleas;

15.3.11 the Body Corporate is able to ask for updated veterinary certificates at any time; and these must be supplied within the specified time as outlined in the Body Corporate's request;

15.3.12 approval is for the animal in this application only and no replacement pet is permitted without a new application being made.

15.4 Additional conditions may be imposed by the Body Corporate Committee as needed.

15.5 By bringing the animal into the scheme it is deemed that you agree to all conditions applied to the approval.

15.6 If any consent conditions are breached, or if complaints are received from other residents about disturbance from the animal, this consent may be withdrawn upon giving such notice as is reasonable in the circumstances.

16. USE OF LOTS

Except for the Caretaker's Unit, a Lot shall only be used as a residence. No Lot is to be used 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 Scheme Land.

17. ALTERATIONS AND RENOVATIONS TO LOTS

17.1 Subject to an Owner or Occupier for a Lot obtaining the prior written approval of the Committee, the Owner or Occupier of a Lot may make any alterations or renovations to a Lot including, but not limited to, structural alterations (including alterations to gas, water, electrical installation, tiling of balconies) or install hard flooring or air conditioners ("Works").

17.2 The Owner or Occupier of a Lot must not alter the Common Property by installing intercom, television and/or data infrastructure without the prior written approval of the Committee.

17.3 The Owner or Occupier of a Lot must lodge a written request for approval with the Committee at least 4 weeks prior to the proposed commencement date of the Works and the Works must not commence until the Owner or Occupier has received written approval from the Committee.

17.4 In order for the Committee to consider its approval pursuant to this By-law, the Owner or Occupier must provide to the Committee the following:

17.4.1 list (details) of proposed Works that can remain on the records of the Body Corporate as evidence of what was applied for and was approved;

17.4.2 if the Works involve structural alterations, installations of wind breaks and/or major changes to plumbing or the repositioning of water or waste pipes penetrating the floor slab, certified drawings by a qualified structural engineer or plumber;

17.4.3 copies of any other relevant approvals that are required by legislation and/or the by-laws (including local council approval);

17.4.4 details of who is proposed to carry out the Works;

17.4.5 if Works are to be undertaken by a contractor or Owner builder, evidence that the relevant contractor or Owner builder holds the required license and appropriate insurance to conduct the Works;

17.4.6 dates when the Works are proposed to be commenced and completed;

17.4.7 evidence of public liability insurance;

17.4.8 if the request is lodged by the Occupier of a Lot, written confirmation that the Owner of the Lot consents to the Works; and

17.4.9 anything else reasonably required by the Committee to enable it to make its decision.

17.5 The Committee must consider the following when making its decision pursuant to this By-law:

17.5.1 whether the proposed Works are in harmony with the architectural design of the Body Corporate, the existing landscaping and other aspects of existing improvements of the building, Common Property and the Scheme Land and whether the proposed works will affect these aspects;

17.5.2 whether all building and fire regulations are observed; and

17.5.3 whether all matters outlined within this By-law have been complied with.

17.6 If the Committee refuses to approve the Works, the Committee must give reasons to the relevant Owner or Occupier including information as to any changes to the Works required in order for the Owner or Occupier to obtain approval.

17.7 If the Committee consents to the Works, the Committee may grant the approval on reasonable conditions considering the factors outlined in this By-law and the Owner or Occupier must comply with all reasonable conditions imposed by the Committee.

17.8 Undertaking the Works:

17.8.1 if asbestos is located during the renovation or alternation to the Lot, then an asbestos report must be obtained by the Owner or Occupier;

17.8.2 if the Works require a Form 15 or Form 16 certification for fire, plumbing, electrical, balustrading or any other part of the Works require certification, then the Owner or Occupier must provide a copy of all such certificates to the Committee within 14 days of completion of the Works;

17.8.3 all floor covering replacements in a Lot must be sound insulated and, without limitation, the Owner or Occupier must conduct the Works in accordance within the reasonable conditions of the Committee and if such Works include installing hard flooring, the following applies:

17.8.3.1 acoustic amenity in this Building is important to Lot Owners;

17.8.3.2 the acoustic amenity for any hard flooring in the Building must have a LnT,w rating which is less than 62dB, which represents a 3 to 4 star standard under the AAAC Guidelines for Apartment and Townhouse Acoustic Rating (reference: Australian Acoustical Consultant – www.aaac.org.au);

17.8.3.3 the Owner must submit to the Committee a report confirming that the sound transmission assessment has a LnT,w rating which is less than 62dB, such report to be supplied by either an acoustic engineer or a manufacturer's undertaking (to the satisfaction of the Committee) (i.e., the LnT,w rating is a single number quantity used to characterise the impact sound insulation of floors based on a laboratory measurement of LnT);

17.8.3.4 the selection of sound proofing material to be used under any type of hard flooring must be at least 5 mm in thickness; and

17.8.3.5 within 14 days of completion of the Works the Owner or Occupier must provide the Committee with evidence the flooring meets the standards specified in this By-laws;

17.8.3.6 after installation of hard flooring, felt pads are to be placed on the underside of legs of chairs, tables and all other moveable furniture.

17.8.4 balcony floor tiling and the interior walls of balconies can only be replaced or repainted (as applicable) with colours and materials which are identical or substantially similar to the colours and materials that currently exist on the building. If new tiling is to be laid on balconies, the old tiling must first be removed so the weight on the balcony floor does not become excessive and to maintain the height between the balcony floor and the top of the handrails so that building safety codes are observed. Upon removing the old tiles (and if applicable old waterproofing membrane) a new waterproof membrane must be applied and the new tiles with sufficient expansion joints and caulking to all joints, laid over the new waterproofing membrane;

17.8.5 the machine cutting of tiles, aluminium sheeting or extrusion, or metallic, stone, marble or composite materials is not permitted on Common Property and only on balcony areas in a fully enclosed vacuum tent;

17.8.6 the Work may only be carried out between the hours of 9.00 am and 4.30 pm Monday to Friday and at any other times as authorised in writing by the Committee (upon the request of the

Owner or Occupier to the Committee) and the Committee (in its reasonable discretion) will determine if Work may be carried out on a Saturday and/or Sunday or during the public and/or school holidays;

17.8.7 if the Works will result in noise, the Owner or Occupier must give the Committee 48 hours' notice; and

17.8.8 if there is specific work creating excessive noise, such as jack hammering, the Owners require 48 hours' notice of the intention to carry out such work and a notice must be posted in writing on all notice boards by the Owner or Occupier, in order that all Lot Owners and Occupiers can be advised.

17.9 The Owners are to ensure that all trade Vehicles are parked in the designated car parks for that Lot;

17.10 The Owners are to provide contractors with entry keys and/or fobs as necessary and ensure that full security measures are adopted and kept in place including ensuring that all keys and fobs are returned to the Owner or Occupier on completions of work;

17.11 All access for trades persons and materials must be by the basement.

17.12 There is no access through the ground floor lobby and the following conditions apply to access and the removal of rubbish created by the Works:

17.12.1 prior to commencement of works the Owner and Caretaker are to conduct an inspection of the basement lobby and lift to note existing damage. Further damage caused during the Works is to be repaired at the Owner or Occupier's expense;

17.12.2 lift protection during the course of the Works will be provided by the Caretaker;

17.12.3 in order to provide maximum service to occupants of the building during the Works, the lift should be used to deliver materials to the relevant floor and then immediately returned to normal service;

17.12.4 rubbish and spillage in lifts is to be removed immediately otherwise a lift cleaning fee will be charged;

17.12.5 contractors' rubbish is to be removed from the building and not placed in the Body Corporate bins, rubbish chutes or Common Property;

17.12.6 all calls out costs for the fire services or lift contractors caused by the Works are to be charged to the Owner or Occupier;

17.12.7 contractors are not to have radios playing loudly or have breaks, meals or smoke on Common Property;

17.12.8 all Works are to be carried out in a clean and efficient manner;

17.12.9 the Common Property foyer is to be protectively covered from the lift to the unit door at all times, when Works are being performed;

17.12.10 the foyer and lift must be cleaned immediately after use each day;

17.12.11 the foyer, fire stairs or any other Common Property area (including but not limited to Owner or Occupier car parks or exclusive use areas) are not to be used to store materials, undertake Works or store rubbish associated with the Works;

17.12.12 all waste must be removed by the contractor, Owner or Occupier and not placed in the refuse system;

17.12.13 contractors' rubbish skips can be placed where directed by the Caretaker but must not be left over weekends; and

17.12.14 Body Corporate shopping trolleys are not to be used by contractors, Owners or Occupiers to transport tools and equipment or materials.

17.13 No person shall use the Common Property power anywhere in the building for private reasons except as permitted by the Committee in writing.

17.14 No external light fittings shall be replaced without the written approval of the Committee.

17.15 Doors from the Lots into the foyer on each level are the subject of strict fire regulations and must not be altered in any way whatsoever, including but not limited to changes to the locking mechanism, removal of

closes, trimming the doors etc. If such alterations occur, the Owner will be responsible for the cost of repairing or replacement of the door to the relevant fire regulation standards.

17.16 If an Owner or Occupier fails to comply with a condition as specified by the Committee or the regulation specified in this By-law, then the Owner or Occupier must, at its own expense, remove the offending part of the Works from the Lot upon receiving written notice from the Committee to do so.

18. MAINTENANCE OF LOTS

18.1 Each Occupier shall ensure that his Lot is kept and maintained so as not to be offensive in appearance to other Lot Owners through the accumulation of excess rubbish or otherwise. In particular, and without limitation, an Owner or Occupier of a Lot shall ensure that the eradication of pests is carried out on the Lot on a regular basis.

18.2 Where an Owner or Occupier of a Lot has not maintained the Lot in accordance with these By-laws, 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.

18.3 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.

18.4 The Occupier of a Lot with a planter box on the balcony must ensure that the plants in the planter box are maintained in a healthy state. Such Occupiers must water and fertilise plants regularly to keep the plants in the planter box in a healthy state, subject to any applicable lawful restrictions. Plants must be pruned in a way recommended by the Body Corporate Committee from time to time to keep a consistent appearance for the exterior of the building. The plants in the planter boxes must not be removed unless they die, are not healthy in appearance or they jeopardise or are likely to jeopardise the structural integrity of the planter box. Plants in the planter boxes must be replaced with a plant or species of plant approved by the Body Corporate Committee from time to time. The Body Corporate Committee and the Caretaker are authorised to inspect the balcony and planter boxes from time to time upon giving reasonable notice to the Occupier. The Occupier shall make arrangements to allow access to the Caretaker and/or the Body Corporate Committee for inspection of the planter boxes. If an Occupier fails to comply with this By-law and the Body Corporate must take remedial action, the costs of the remedial action must be by the relevant Owner and Occupier.

19. USE OF RECREATIONAL FACILITIES

Hours of Use

19.1 The following restrictions apply to the Recreation Facilities: -

19.1.1 the gymnasium may only be used between the hours of 5.00 am and 9.30 pm;

19.1.2 the indoor lap pool may only be used between the hours of 6.00 am to 9.30 pm,

19.1.3 the outdoor lap pool, sauna, steam room, spa, residents video theatre/meeting and tennis court may only be used from 7.00 am to 9.30 pm;

19.1.4 the barbeque areas may only be used for barbeques and social purposes between 7.00 am and 9.30 pm;

19.2 The Body Corporate authorises the Caretaker to conduct a booking system for the use of the Recreational Facilities.

19.3 The Committee has in its discretion identified appropriate regulations for the Recreational Facilities and these notifications are prominently displayed around the Common Property.

Use of Swimming Pools

19.4 In relation to the swimming pool and adjacent areas, an Owner, Occupier and their invitees must ensure:

19.4.1 children under the age of 13 years are not to use the swimming pool unless accompanied by an adult exercising effective control;

19.4.2 invitees do not use the swimming pool unless accompanied by an Owner or Occupier, or unless they have obtained the prior consent of the Caretaker;

19.4.3 food and drink are not to be consumed in the swimming pool;

19.4.4 glassware of any type is not to be taken in or around the area;

19.4.5 caution is exercised around the area at all times;

19.4.6 no person causes a nuisance to any other person lawfully using the swimming pool or surrounding area; and

19.4.7 an Owner or Occupier shall not exit the indoor or outdoor pool area or enter the lobby area unless that person has taken reasonable steps to dry themselves so that water is not transferred from the indoor/outdoor pool area or brought into the lobby.

19.5 The Committee has in its discretion identified appropriate regulations for the pool and surrounding areas and these notifications are prominently displayed around the Common Property.

Maintenance of Swimming Pool

19.6 An Owner, Occupier or their invitee must 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 swimming pool.

Use of The Gymnasium

19.7 Notwithstanding any By-law to the contrary, the following By-law applies to the use of the gymnasium by Owners, Occupiers and their invitees:

19.7.1 the gymnasium may only be used between the hours of 5.00 am and 9.30 pm;

19.7.2 children below the age of sixteen (16) may not use the gymnasium;

19.7.3 an invitee of an Owner or Occupier must be supervised at all times during the use of the gymnasium by the Owner or Occupier;

19.7.4 enclosed footwear must be worn at all times. Thongs, sandals, or other open footwear must not be worn in the gymnasium;

19.7.5 weights must not be thrown or dropped onto the ground as the noise reverberates throughout the building and creates a disturbance to persons residing in Units located near the gymnasium. The gymnasium and the equipment have been provided by the Body Corporate for use by persons familiar and trained on the use of the equipment. The users must exercise caution in the use of the equipment and do so at their own risk;

19.7.6 if while using the equipment in the gymnasium you become aware that a piece of equipment is faulty or in need of repair it is your obligation to report it immediately to the Caretaker or in their absence a member of the Committee;

19.7.7 during the use of equipment, a towel must be used at all times and once equipment has been finished with it must be placed back in its original state (i.e.: free weights placed back in their receptacles and machinery wiped down clean ready for the next user);

19.7.8 if during the use of equipment, the equipment becomes damaged, that damage must be reported by the user immediately to the Caretaker or a member of the Committee to help safe guard the safety of other users of the gymnasium;

19.7.9 only equipment owned by the Body Corporate for Sierra Grand CTS 38268 may be used within the gymnasium and it must be used in accordance with the guidelines as set out from time to time, with due care, in accordance with the manufacturer's instructions and the user shall indemnify the Body Corporate against all claims, damage or injury resulting from the use of that equipment;

19.7.10 alcoholic beverages are not to be taken to or consumed in or around the gymnasium and the gymnasium is otherwise not to be used in a manner which impacts on the peace and enjoyment of other persons.

Use of the Level 25 Outdoor Area

19.8 The Committee is developing the Level 25 outdoor area into a valuable asset for the Owners and Occupiers of the building.

19.9 However, the following conditions will apply to Owners and Occupiers regarding their access to the Level 25 outdoor area:

19.9.1 no more than fifteen (15) persons at a time can access this area unless the prior written consent of the Body Corporate is obtained from the Owners or the Occupier;

19.9.2 the area may only be used between the hours of 7.00 am and 9.00 pm;

19.9.3 the area must be left in a clean and tidy state after use;

19.9.4 noise must always be kept to a minimum while persons are using this area; and

19.9.5 an Owner or Occupier must always be in the company of their guests (i.e.. invitees to the building).

19.10 If an Owner or Occupier seeks permanent access to the Level 25 outdoor area, then such Owners or Occupiers must make an application and notify the Caretaker requesting permanent access to be programmed on to the individuals security fob.

19.11 The Committee will keep a registry of who has permanent access to the Level 25 outdoor area.

19.12 If an Owner or Occupier seeks to "one-off" or temporary access to the Level 25 outdoor area (i.e.. for an social event), then the Owner or Occupier must notify and seek such access from the Caretaker (via front office reception).

20. 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. An Occupier using facilities or taps on Common Property shall ensure that taps 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.

21. 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.

22. FLOW METERS AND EQUIPMENT

22.1 Occupiers shall not interfere with any flow meter or other device used to measure hot water consumed in their Lot or on Common Property.

22.2 Any faults in flow meters or other devices should be reported by Occupiers to the Body Corporate through the Caretaker.

23. SUPPLY OF HOT WATER

23.1 If hot water is supplied through a central hot water system to the Lots and Common Property ("the Utility Service"), the Body Corporate may include in its levy notices an amount for energy costs for the central hot water system based on hot water usage. The Body Corporate may discontinue the supply of hot water to a Lot where payment for hot water is not received by the due date and the Body Corporate has allowed a reasonable amount of time for notice to the Occupier of the Lot that the service will be discontinued.

23.2 All enquiries regarding connection, disconnection and charges shall be directed to the Body Corporate Manager (or other person nominated by the Committee). Occupiers shall follow the directions of the Body Corporate Manager (or other person nominated by the Committee) with respect to the supply and use of the Utility Service provided that the directions must be consistent with this By-law and the Terms of Supply.

23.3 The Committee may make rules with respect to the supply of the Utility Service provided they are consistent with this By-law and the Act.

23.4 The Body Corporate will not, under any circumstances whatsoever, be responsible or liable for any loss, cost or damages that occur to any Occupier or anyone who relies upon the supply of the hot water because of failure of the supply of the hot water due to breakdowns, repairs, maintenance, strikes, accidents or causes of any class or description.

23.5 All Occupiers shall ensure that any hot water installation in their Lot is maintained free of any defect which is likely to cause damage. Subject to the Act, the Body Corporate shall be entitled to enter a Lot to inspect any hot water installations.

23.6 For the purposes of ensuring the efficient and constant supply of the hot water to the Lots during any limitation in the supply of the hot water, the Body Corporate may impose restrictions in such a manner and to such an extent as it considers necessary.

23.7 The Body Corporate is not responsible for the accuracy or correct operation of any meter for the hot water for a Lot, other than its obligations under the Act. Owners shall ensure that no person associated with the occupation of their Lot interferes with any meter or equipment used for the supply or measure of supply of the hot water to a Lot. Where a fault is reported to the Body Corporate the Body Corporate must take steps as soon as reasonably practical to investigate the fault and have it remedied.

23.8 An invoice or notice will have been validly given to an Owner if the invoice or notice is sent to the last known address for the Owner known to the Body Corporate.

24. SECURITY

24.1 The Body Corporate may arrange and operate a security system to monitor the Common Property.

24.2 The Committee:

24.2.1 is responsible for control of the security system;

24.2.2 may employ servants, agents or contractors to operate the system.

24.3 The security arrangements may, at the discretion of the Body Corporate including without limitation the following:

24.3.1 the issue of security access cards or data keys upon conditions, including payment of a deposit;

24.3.2 the right (upon complaint) to remove any person from the Common Property or to refuse admission to any person it considers is likely to be a nuisance or a security risk;

24.3.3 the right to enter upon any part of the Scheme Land for the purposes of maintaining security;

24.3.4 the right of admission to any person subject to limits on the time of use and the parts of the Common Property that may be used or the manner of use and the right to revoke that right of admission at any time on reasonable grounds;

24.3.5 that parts of the Common Property be secured against entry by unauthorised persons; and

24.3.6 that security patrols, locks and other security devices or procedures are used to implement or operate it.

24.4 The Body Corporate is not liable for injury to or death of a person or loss of or damage to property (whether in Common Property or a Lot) arising because: -

24.4.1 the security system is not operating; and

24.4.2 the security system fails to operate as intended.

24.5 A drunken, idle or disorderly person found in or upon the Common Property may be summarily ejected and removed from the Scheme Land by a security officer or a member of the police force.

24.6 The Body Corporate may install and maintain a video security system and Owners, and Occupiers consent to the collection of video images and data for security reasons. The Body Corporate may provide video footage and information to the Committee, the Caretaker or any relevant authority for the purposes of security for the building.

25. EXCLUSIVE USE - STORAGE AREAS

25.1 This exclusive use By-law authorises the Original Owner, or an agent of the Original Owner, to allocate parts of the Common Property to which this exclusive use By-law shall apply ("an authorised allocation"). The parts of the Common Property to be allocated under this exclusive use By-law shall be allocated for the purposes of storage.

25.2 This By-law may attach to a Lot on the basis of an authorised allocation. The Occupier of the Lot for the time being to which this By-law attaches, shall have exclusive use to the rights and enjoyment of the area of Common Property allocated by way of an authorised allocation, the details of which have been given to the Body Corporate by the Original Owner or an agent of the Original Owner.

25.3 The details of the areas of Common Property over which exclusive use has been granted and the applicable Lot are recorded in Schedule E and defined on a plan attached to this Community Management Statement.

25.4 The Occupier with the right to the exclusive use area shall comply with the terms of any By-law restricting the storage of flammable liquids, gases or other materials with respect to the storage space.

25.5 The Owner of the Lot shall be responsible for keeping the exclusive use storage space clean and in a neat and tidy condition and shall be responsible for the maintenance, operating costs and upkeep of the exclusive use storage space area and any locker, cage or enclosure on the storage space.

25.6 The Body Corporate, the Caretaker and each of their respective employees, agents and contractors may, with or without notice to an Occupier, enter upon such exclusive use storage space area (or part thereof) for the purpose of inspecting the same or for carrying out works or effecting repairs and maintenance to the Building, the Common Property, the Lot or an adjoining Lot, including but not limited to, carrying out works or effecting repairs and maintenance on mains, pipes, wires or connections of any utility service or utility infrastructure.

25.7 The Original Owner or the Original Owner's agent (whichever authorised the allocation) may revoke the allocation, but only with the written consent of the Lot Owner with the benefit of the allocation.

25.8 The Owner of the Lot with the right to an exclusive use storage space area may install a locking device to secure the storage space. However, the Body Corporate, the Caretaker or their agents may access the storage space area in the event of an emergency.

26. EXCLUSIVE USE - CAR PARKS

26.1 This exclusive use By-law authorises the Original Owner, or an agent of the Original Owner, to allocate parts of the Common Property to which this exclusive use By-law shall apply ("an authorised allocation"). The parts of the Common Property to be allocated under this exclusive use By-law shall be allocated for the purposes of car parking.

26.2 The details of the areas of Common Property over which exclusive use has been granted and the applicable Lot are recorded in Schedule E and defined on a plan attached to this Community Management Statement.

26.3 Each Owner shall be responsible for keeping their exclusive use car space clean from litter, residues marks and oil. The Body Corporate shall remain responsible for the maintenance, operating costs and upkeep of the exclusive use areas however each Owner shall be responsible for the maintenance, operating costs and upkeep of any improvements erected on the exclusive use area for the benefit of the Occupier of the Lot such as storage cages, roller doors, opening mechanisms and locking devices.

26.4 The Body Corporate, the Caretaker and each of their respective employees, agents and contractors may, with or without notice to an Occupier, enter upon such exclusive use area (or part thereof) for the purpose of inspecting the same or for carrying out works or effecting repairs and maintenance to the Building, the Common Property, the Lot or an adjoining Lot, including but not limited to, carrying out works or effecting repairs and maintenance on mains, pipes, wires or connections of any utility service or utility infrastructure.

26.5 The Owner of a Lot with the right to an exclusive use area under this By-law that has sufficient space for storage, may install a locking device cage or cupboard to secure the storage space provided the style, colour and design are approved by the Committee. However, the Body Corporate, the Caretaker or their agents may access the storage space area in the event of an emergency.

27. PABX CABLING

27.1 Should the Caretaker provide a PABX System for the Scheme, then insofar as may be reasonably necessary to facilitate operation of the PABX System, the Owner and Occupier of the Caretaker's Unit shall have the special right to be entitled to run cabling and wiring associated with the system across Common Property provided this is attended to and maintained in the manner satisfactory to the Committee and the PABX System equipment and wiring remains the property of the Caretaker.

27.2 The Occupier of the Caretaker's Unit shall be responsible for the maintenance and operating costs of the PABX System and wiring.

27.3 The PABX equipment and wiring for the PABX System on Common Property and Lots upon establishment of the Community Titles Scheme is the property of the Caretaker and does not become Common Property.

27.4 The Owner or Occupier of the Caretaker's Unit will have the authority to access Lots to repair, maintain or remove any of its equipment located in a Lot that is part of the PABX System telephone facility or the pay television audio-visual facility. Reasonable notice must be given to anyone in occupation of such Lot.

27.5 The Body Corporate cannot limit the right of the Occupier of the Caretaker's Unit or the Owner of the Caretaker's Unit from deriving income from providing a PABX System to Owners and Occupiers in the building.

28. MANAGEMENT/LETTING UNIT

28.1 Lot 201 or such other Lot as nominated by the Caretaker to the Body Corporate in writing from time to time ("the Caretaker's Unit") may be used for:

28.1.1 residential purposes;

28.1.2 management of the Scheme Land;

28.1.3 for the letting of Lots in the Scheme Land on behalf of Owners;

28.1.4 the provision of such services as the Body Corporate may from time to time determine to occupants of Lots in the Scheme Land;

28.1.5 laundry services;

28.1.6 storage and back of house;

28.1.7 the sale of Lots in Scheme Land; and

28.1.8 any other lawful use.

28.2 Without derogating from the previous sub-clause, the Body Corporate has the power (and it is a function of the Body Corporate) to agree not to allow any person or corporation other than the Owner or Occupier of the Caretaker's Unit to use any part of or all the Common Property to carry out or to directly or indirectly engage or be connected with the business of management of the Scheme Land and/or of the letting of Lots within the Scheme Land and/or the providing of any of the services referred to in this by-law.

29. POWER TO ENTER INTO AGREEMENTS

29.1 It is a function of the Body Corporate to enter into agreements or arrangements in relation to the following:

29.1.1 an agreement with a letting agent that the letting agent has the exclusive right to carry out a Letting Service as defined in By-law 28 from the Scheme Land;

29.1.2 an agreement with an energy provider to provide equipment for a central reticulated hot water supply;

29.1.3 an agreement with the Caretaker and the Owner of the commercial Lot under the BMS to engage the Caretaker to carry out caretaking duties and/or administrative duties in relation to shared areas and shared facilities as well as other obligations of the Body Corporate under the BMS; and

29.1.4 central electricity bulk supply agreement.

29.2 The Body Corporate has the power to enter into agreements such as those referred to in By-law 29.1.

30. SPECIAL RIGHT - RECEPTION AREA

30.1 This By-law attaches to the Caretaker's Unit. The Occupier of the Caretaker's Unit from time to time shall have the special right for itself and its invitees to set down luggage and have people congregate in front of its reception desk for an area five metres extending out from the reception desk into the lobby area.

30.2 The Body Corporate will continue to be responsible to carry out its duties pursuant to the Act in respect of any Common Property for which a special right is granted under this By-law.

31. SPECIAL RIGHT - ALCOHOL

31.1 This By-law attaches to the Caretaker's Unit. The Occupier of the Caretaker's Unit from time to time has the exclusive special right to use the Common Property to deliver alcoholic drinks to Occupiers in the building provided all relevant licensing laws are complied with.

31.2 The Body Corporate agrees to consent to any application required for the Occupier of the Caretaker's Unit to lawfully exercise its rights under this By-law and to not unreasonably withhold its consent to any request to a transfer of a liquor licence held by the Occupier of the Caretaker's Unit.

31.3 To the extent the Body Corporate can do so, the Body Corporate agrees not to allow any other person the right to use the Common Property for the purposes of supplying alcoholic drinks to Owners and Occupiers.

31.4 The Body Corporate will continue to be responsible to carry out its duties pursuant to the Act in respect of any Common Property for which a special right is granted under this By-law.

32. SPECIAL RIGHT - SIGNS

32.1 This By-law attaches to the Caretaker's Unit. The Occupier of the Caretaker's Unit from time to time has the special right to erect signs in the lobby, porte cochere, elevators and car park of the Scheme provided they are not distasteful and within the general architectural scheme of the Building. The Occupier of the Caretaker's Unit may include its brand name or mark on such signage.

32.2 No other Owner has the right to erect signage on the Common Property without the consent of the Occupier of the Caretaker's Unit.

32.3 The Body Corporate will continue to be responsible to carry out its duties pursuant to the Act in respect of any Common Property for which a special right is granted under this By-law; however, the Occupier of the Caretaker's Unit must ensure that signage is kept in good condition and will replace signage where it is in need of repair.

33. BMS

33.1 Owners and Occupiers shall obey the terms and conditions of the Building Management Statement to which the Body Corporate is a party.

33.2 If the Body Corporate agrees to amend the Building Management Statement, an Owner or mortgagee with a certificate of title for a Lot must promptly deliver up the certificate of title to facilitate registration of the amendment of the Building Management Statement.

34. RECOVERY OF MONIES

If a person breaches the Act or these By-laws and the Body Corporate spends money to rectify any damage caused by the breach, then the Body Corporate will be entitled to recover the amount spent as a liquidated debt from the Owner or Occupier of the relevant Lot at the time the breach occurred.

35. RECOVERY OF COSTS

35.1 An Owner must pay on demand the whole of the Body Corporate's costs and expenses (including solicitor and own client costs plus any GST properly chargeable in respect of those costs and expenses) in connection with:

35.1.1 recovering levies or monies payable to the Body Corporate pursuant to the Act or these By-laws duly levied upon the Owner by the Body Corporate, or otherwise pursuant to these By-laws;

35.1.2 all legal or other proceedings concluded by way of settlement or Court determination in favour of the Body Corporate taken by or against the Owner or Occupier of a Lot.

35.2 The amount of any such costs shall be deemed to be a liquidated debt due by the Owner to the Body Corporate.

35.3 If the Owner fails to pay any such costs upon demand, the Body Corporate:

35.3.1 may take action for the recovery of those costs in a Court of competent jurisdiction, and/or

35.3.2 enter such costs and expenses against the levy account of the Owner.

35.4 In this By-law, references to an Owner shall be deemed to include a reference to a mortgagee in possession of any Owner's Lot.

35.5 The Body Corporate may include any costs payable to it under this By-law on any certificate issued in respect of the Lot under the Act, including but not limited to a notation of unpaid insurance premiums, telephone charges and excess water charges.

36. AIR-CONDITIONING UNITS

The Owner of the Lot is responsible for maintaining the air-conditioning plant that is installed on the Common Property that relates only to supplying utility services to the Lot. The Owner must maintain the air-conditioning plant in good order and condition.

37. FIRE ALARM SYSTEM

37.1 An Occupier or Owner must not (and must ensure that a guest or invitee of the Owner or Occupier does not) carelessly, negligently or without reasonable grounds for doing so activate the fire alarm system (including room alarms, corridor manual call points, fire hoses, extinguishers and sprinkler systems).

37.2 If a person breaches By-law 37.1 and the Body Corporate spends or incurs money as a result of the breach of By-law 37.1, then the Body Corporate will be entitled to recover the amount spent as a liquidated debt from the Owner or Occupier of the relevant Lot at the time the breach occurred.

38. USE OF LIFTS

38.1 An Owner or Occupier must not (and must ensure that no guest or invitee of the Owner or Occupier does not) overload or use the lifts in a manner that could not reasonably be considered to be the reasonable use of the lift equipment.

38.2 If a person breaches By-law 38.1 and the Body Corporate spends or incurs money as a result of the breach of By-law 38.1 then the Body Corporate will be entitled to recover the amount spent as a liquidated debt from the Owner or Occupier of the relevant Lot at the time the breach occurred.

39. SMOKING NOT ALLOWED

Smoking is prohibited at, in or on Common Property including but not limited to Recreation Facility, hallways, lifts, lobbies and other areas that form part of the Common Property of the Scheme.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

Statutory Easements

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

2. (a) easement for lateral or subjacent support under Section 115N of the *Land Title Act 1994*;

(b) easement for utility services and utility infrastructure in accordance with Section 115O of the *Land Title Act 1994*;

(c) easement for utility services and utility infrastructure in accordance with Section 115P of the *Land Title Act 1994*;

(d) easement for shelter in accordance with Section 115Q of the *Land Title Act 1994*;

(e) easement for projections in accordance with Section 115R of the *Land Title Act 1994*;

(f) easement for maintenance of building close to boundary in accordance with Section 115S of the *Land Title Act 1994*.

Service Location Diagrams

Service Location Diagrams will (if any) be included with this CMS when the services have been located and constructed in the Common Property.

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

EXCLUSIVE USE AREAS (REFER TO PLAN A & PLAN B)

Lot	Area	Purpose
Lot 201	126 & 127	Car Park
Lot 301	146 & 150	Car Park
Lot 302	302	Car Park
Lot 303	1	Car Park
Lot 304	128	Car Park
Lot 305	129	Car Park
Lot 306	304 & 306	Car Park
Lot 401	144 & 145	Car Park
Lot 402	130	Car Park

Lot	Area	Purpose
Lot 403	141	Car Park
Lot 404	298	Car Park
Lot 405	163	Car Park
Lot 406	142 & 143	Car Park
Lot 501	135 & 136	Car Park
Lot 502	166	Car Park
Lot 503	125	Car Park
Lot 504	271	Car Park
Lot 505	332	Car Park
Lot 506	133 & 134	Car Park
Lot 601	139 & 140	Car Park
Lot 602	95	Car Park
Lot 603	94	Car Park
Lot 604	93	Car Park
Lot 605	92	Car Park
Lot 606	137 & 138	Car Park
Lot 607	91	Car Park
Lot 608	90	Car Park
Lot 609	89	Car Park
Lot 610	88	Car Park
Lot 701	307 & 308	Car Park
Lot 702	87	Car Park
Lot 703	86	Car Park
Lot 704	85	Car Park
Lot 705	84	Car Park
Lot 706	303 & 305	Car Park
Lot 707	83	Car Park
Lot 708	82	Car Park
Lot 709	81	Car Park
Lot 710	80	Car Park
Lot 801	172 & 198	Car Park
Lot 802	79	Car Park
Lot 803	78	Car Park
Lot 804	58	Car Park
Lot 805	59	Car Park
Lot 806	173 & 196	Car Park
Lot 807	60	Car Park
Lot 808	61	Car Park
Lot 809	62	Car Park
Lot 810	63	Car Park
Lot 901	155 & 156	Car Park
Lot 902	64	Car Park
Lot 903	241	Car Park

Lot	Area	Purpose
Lot 904	20	Car Park
Lot 905	67	Car Park
Lot 906	148 & 149	Car Park
Lot 907	68	Car Park
Lot 908	69	Car Park
Lot 909	70	Car Park
Lot 910	71	Car Park
Lot 1001	315 & 316	Car Park
Lot 1002	72	Car Park
Lot 1003	73	Car Park
Lot 1004	74	Car Park
Lot 1005	75	Car Park
Lot 1006	157 & 158	Car Park
Lot 1007	76	Car Park
Lot 1008	77	Car Park
Lot 1009	98	Car Park
Lot 1010	99	Car Park
Lot 1101	121 & 122	Car Pack
Lot 1102	100	Car Park
Lot 1103	101	Car Park
Lot 1104	102	Car Park
Lot 1105	103	Car Park
Lot 1106	123 & 124	Car Park
Lot 1107	104 & 104a	Car Park
Lot 1108	105 & 105a	Car Park
Lot 1109	106	Car Park
Lot 1110	107	Car Park
Lot 1201	279 & 280	Car Park
Lot 1202	108	Car Park
Lot 1203	109	Car Park
Lot 1204	110	Car Park
Lot 1205	111	Car Park
Lot 1206	119 & 120	Car Park
Lot 1207	112	Car Park
Lot 1208	33	Car Park
Lot 1209	29	Car Park
Lot 1210	30	Car Park
Lot 1301	96 & 97	Car Park
Lot 1302	31	Car Park
Lot 1303	28	Car Park
Lot 1304	32	Car Park
Lot 1305	34	Car Park
Lot 1306	115 & 116	Car Park

Lot	Area	Purpose
Lot 1307	35	Car Park
Lot 1308	36	Car Park
Lot 1309	37	Car Park
Lot 1310	38	Car Park
Lot 1401	311 &312	Car Park
Lot 1402	39	Car Park
Lot 1403	40	Car Park
Lot 1404	41	Car Park
Lot 1405	42	Car Park
Lot 1406	309 & 310	Car Park
Lot 1407	43	Car Park
Lot 1408	44	Car Park
Lot 1409	45	Car Park
Lot 1410	46	Car Park
Lot 1501	117 & 118	Car Park
Lot 1502	47	Car Park
Lot 1503	48	Car Park
Lot 1504	49	Car Park
Lot 1505	50	Car Park
Lot 1506	313 & 314	Car Park
Lot 1507	51	Car Park
Lot 1508	52	Car Park
Lot 1509	53	Car Park
Lot 1510	54	Car Park
Lot 1601	243 & 244	Car Park
Lot 1602	55	Car Park
Lot 1603	56	Car Park
Lot 1604	57	Car Park
Lot 1605	27	Car Park
Lot 1606	317 & 318	Car Park
Lot 1607	26	Car Park
Lot 1608	25	Car Park
Lot 1609	24	Car Park
Lot 1610	23	Car Park
Lot 1701	328 & 329	Car Park
Lot 1702	22	Car Park
Lot 1703	21	Car Park
Lot 1704	65 & 66	Car Park
Lot 1705	19	Car Park
Lot 1706	330 & 331	Car Park
Lot 1707	18	Car Park
Lot 1708	17	Car Park
Lot 1709	16	Car Park

Lot	Area	Purpose
Lot 1710	15	Car Park
Lot 1801	277 & 278	Car Park
Lot 1802	14	Car Park
Lot 1803	162	Car Park
Lot 1804	161	Car Park
Lot 1805	152	Car Park
Lot 1806	321 & 322	Car Park
Lot 1807	151	Car Park
Lot 1808	131	Car Park
Lot 1809	132 & 132a	Car Park
Lot 1810	242	Car Park
Lot 1901	273 & 274	Car Park
Lot 1902	147	Car Park
Lot 1903	240	Car Park
Lot 1904	239	Car Park
Lot 1905	320	Car Park
Lot 1906	275 & 276	Car Park
Lot 1907	262	Car Park
Lot 1908	339	Car Park
Lot 1909	169	Car Park
Lot 1910	170	Car Park
Lot 2001	326 & 327	Car Park
Lot 2002	197	Car Park
Lot 2003	113	Car Park
Lot 2004	199	Car Park
Lot 2005	200	Car Park
Lot 2006	153 & 154	Car Park
Lot 2007	201	Car Park
Lot 2008	202	Car Park
Lot 2009	203	Car Park
Lot 2010	204	Car Park
Lot 2101	4 & 5	Car Park
Lot 2102	205	Car Park
Lot 2103	206	Car Park
Lot 2104	207	Car Park
Lot 2105	208	Car Park
Lot 2106	2&3	Car Park
Lot 2107	209	Car Park
Lot 2108	210	Car Park
Lot 2109	211	Car Park
Lot 2110	212	Car Park
Lot 2201	8 & 9	Car Park
Lot 2202	213	Car Park

Lot	Area	Purpose
Lot 2203	214	Car Park
Lot 2204	215	Car Park
Lot 2205	216	Car Park
Lot 2206	233 & 234	Car Park
Lot 2207	217	Car Park
Lot 2208	218	Car Park
Lot 2209	219	Car Park
Lot 2210	220	Car Park
Lot 2301	12 & 13	Car Park
Lot 2302	221	Car Park
Lot 2303	222	Car Park
Lot 2304	223	Car Park
Lot 2305	224	Car Park
Lot 2306	10 & 11	Car Park
Lot 2307	225	Car Park
Lot 2308	226	Car Park
Lot 2309	171	Car Park
Lot 2310	297	Car Park
Lot 2401	174 & 195	Car Park
Lot 2402	325	Car Park
Lot 2403	324	Car Park
Lot 2404	323	Car Park
Lot 2405	319 & 319a	Car Park
Lot 2406	193 & 194	Car Park
Lot 2407	160	Car Park
Lot 2408	301	Car Park
Lot 2409	300	Car Park
Lot 2410	299	Car Park
Lot 2501	191 & 192	Car Park
Lot 2502	227	Car Park
Lot 2503	228	Car Park
Lot 2504	229	Car Park
Lot 2505	230	Car Park
Lot 2506	189 & 190	Car Park
Lot 2601	187 & 188	Car Park
Lot 2602	231	Car Park
Lot 2603	232	Car Park
Lot 2604	6	Car Park
Lot 2605	7	Car Park
Lot 2606	185 & 186	Car Park
Lot 2701	183 & 184	Car Park
Lot 2702	235	Car Park
Lot 2703	236	Car Park

Lot	Area	Purpose
Lot 2704	237	Car Park
Lot 2705	238	Car Park
Lot 2706	334 & 335	Car Park
Lot 2801	265 & 266	Car Park
Lot 2802	263 & 264	Car Park
Lot 2803	269 & 270	Car Park
Lot 2804	267 & 268	Car Park
Lot 2901	179 & 180	Car Park
Lot 2902	177 & 178	Car Park
Lot 2903	175 & 176	Car Park
Lot 2904	181 & 182	Car Park
Lot 3001	337 & 338	Car Park
Lot 3002	164 & 165	Car Park
Lot 3003	167 & 168	Car Park
Lot 3004	340 & 341	Car Park

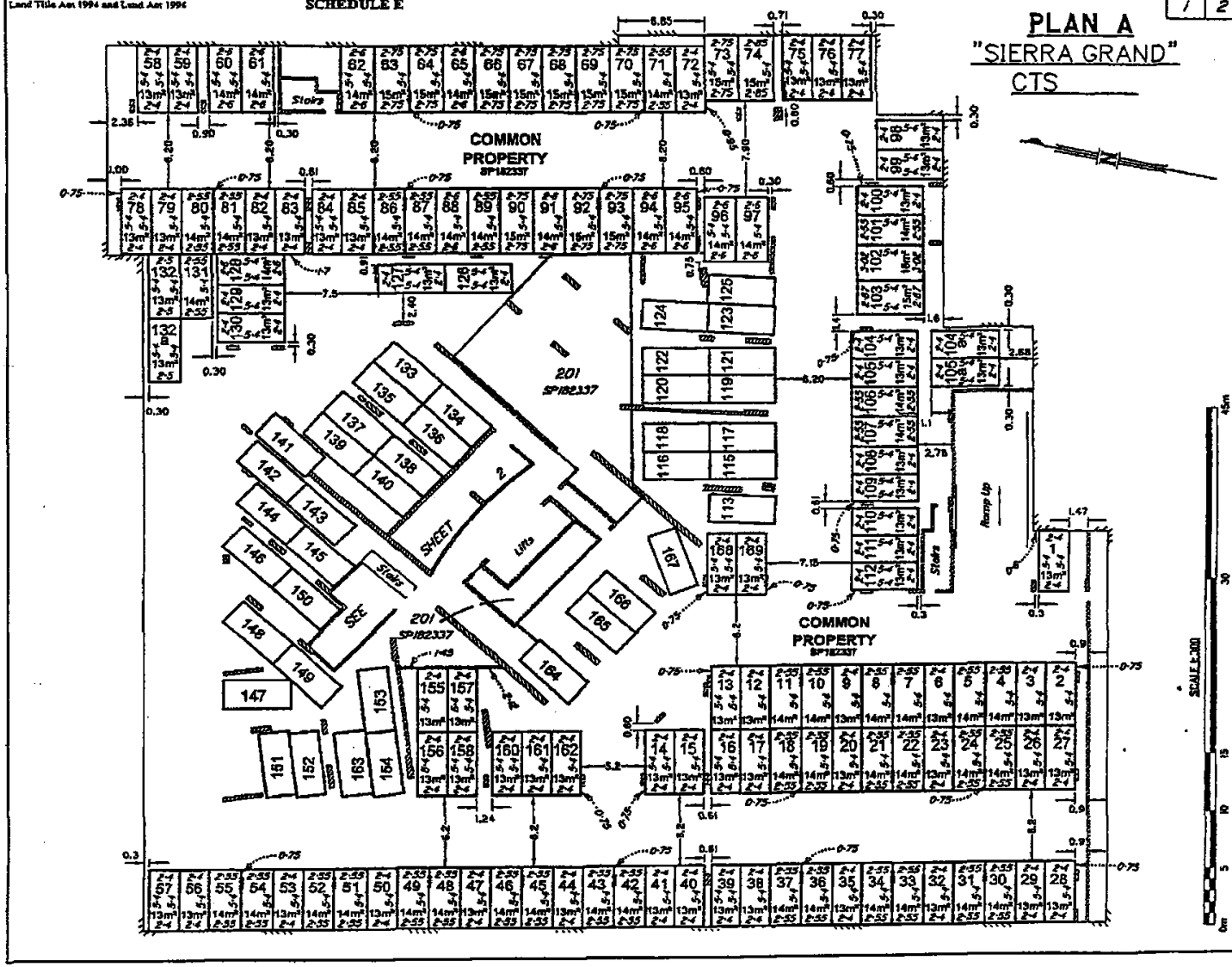
FORM 20 Version 1
Land Title Act 1994 and Land Act 1994

SCHEDULE E

QUEENSLAND LAND REGISTRY

Sheet 1 of 2

PLAN A
"SIERRA GRAND" CTS



Bennett & Bennett
Consulting Surveyors, Development Consultants & Town Planners
BBH Pty. Ltd. A.C.N. 010 427 531
All mail to : PO Box 5021 G.C.M.C. Qld 9729
mail@bennettandbennett.com.au
95 Upton Street, Bundall
Ph (07) 5574 0733
Fax (07) 5574 0202
21 Dreamworld Parkway, Coomera
Ph (07) 5573 6177
Fax (07) 5529 4342

Rev.		Date
A	Update to new Architect Plans	2/5/06
B	Add 104a & 105a & amend layout Nos	20/5/06
C	Add 132a – Delete 114, 159	22/8/06
D	Final issue	20/3/08

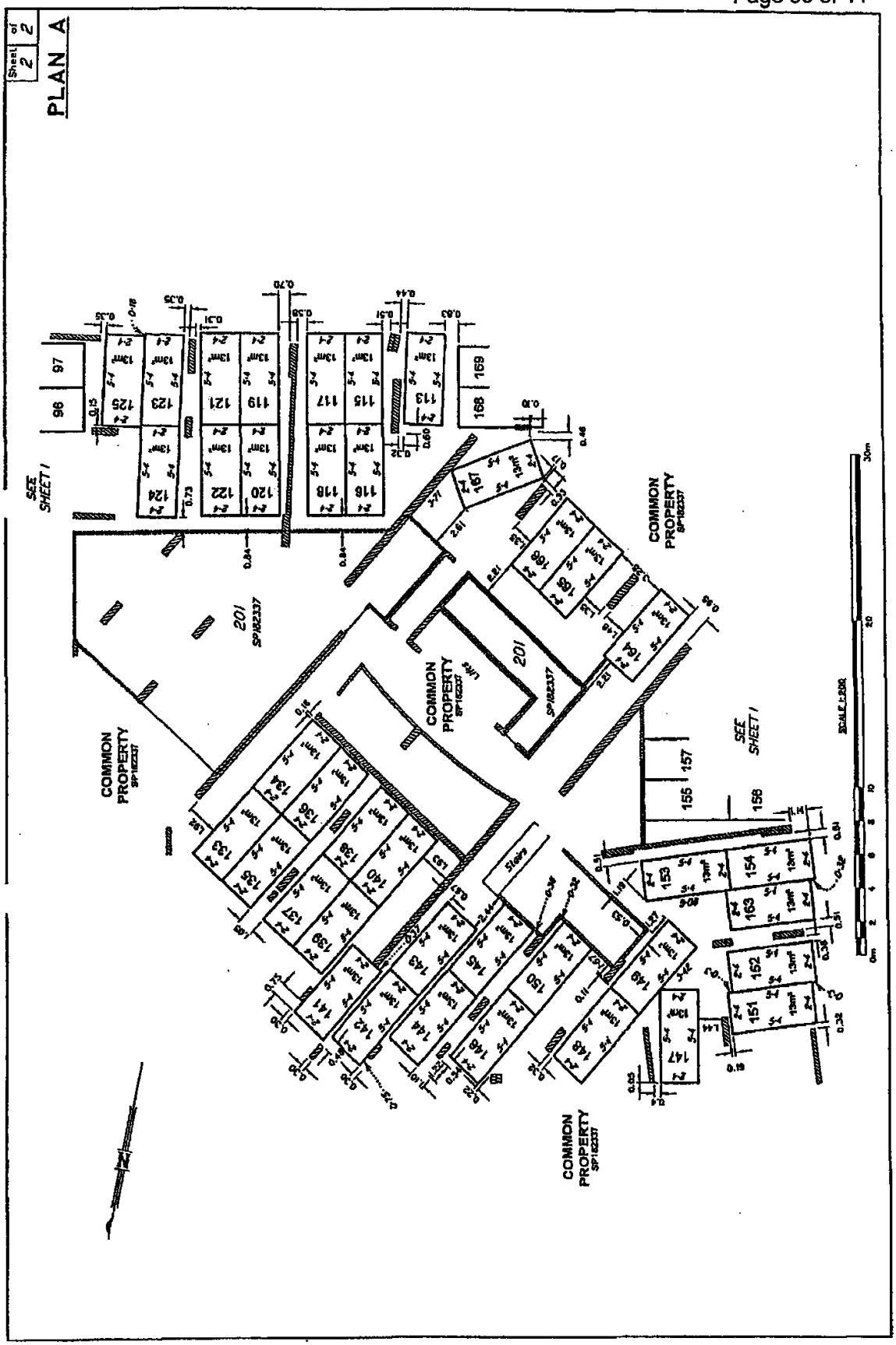
NOTES:
1. Drawn to Scale on A3 sheet
2. Community Titles Scheme . . "SIERRA GRAND" CTS
3. Title Reference . . .
4. Meridian of SP182337
5. denotes face of wall or column
6. denotes internal structural elements being walls and columns

BBH Pty Ltd (ACN 010 427 531) certify that the detail shown on this sketch plan are correct.
Director
Date

TITLE
Plan of Exclusive Use Areas 1-113, 115-158, 160-169, 104a, 105a & 132a
In part of the Common Property in Level A (Lower Basement B3) on SP182337
"SIERRA GRAND" CTS

CLIENT
Amalgamated Property Group

Drawn DC/JSC	Parish GILSTON
Surv'd –	County WARD
Authorised	Job Ref. 05.080.A284
L/Book	Comp File 25080.CC6
Date 16/05/2005	Dwg File 25080EXCI_D
SCALE 1: 300	PLAN No. 2 Rev. D


Sheet 2 of 2
PLAN A
SEE SHEET 1
COMMON PROPERTY SP182337
201 SP182337
Lifts
Stairs
SCALE 1:200
0m 2 4 6 8 10 20 30m

FORM 20 Version 2
Land Title Act 1994, Land Act 1994 and Water Act 2000

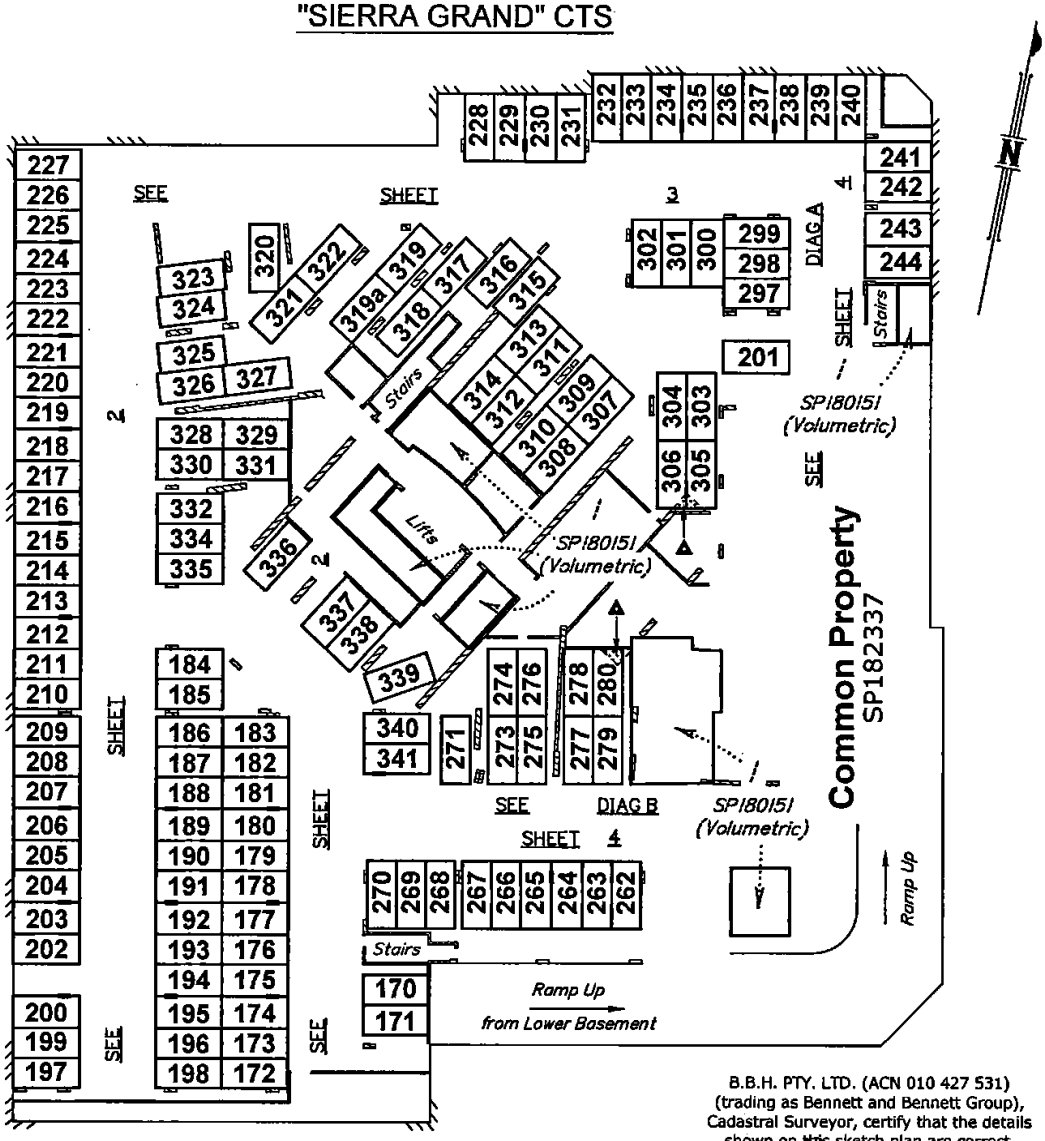
SCHEDULE E

QUEENSLAND LAND REGISTRY

CMS	Sheet 40	of 44
Plan	Sheet /	of 4

PLAN B

"SIERRA GRAND" CTS



B.B.H. PTY. LTD. (ACN 010 427 531)
(trading as Bennett and Bennett Group),
Cadastral Surveyor, certify that the details shown on this sketch plan are correct.

Agent

09/09/2024
Date

Notes:
1. Drawn to scale on A4 sheet.
2. All storage areas are bound by GI wire Mesh fencing and face of wall unless otherwise shown.
3. Services located in exclusive use areas are not covered by exclusive use entitlement.
4. Meridian of SP182337.
5. Revision E: 201 Carpark Update 6/09/2024 (SCO).

Scale 1:500

0m 5 10 15 20 25 30 35 40 45 50

BENNETT + BENNETT
PO Box 5021, GCMC QLD 9726
Ph: (07) 5631 8000
mail@bennettandbennett.com.au
Surveying, Town Planning & Spatial Services
GOLD COAST | BRISBANE | SUNSHINE COAST | NORTHERN RIVERS
www.bennettandbennett.com.au

Title:
Plan of Exclusive Use Areas 170-244, 262-271, 273-280, 297-332, 334-341 & 319a
in part of the Common Property on Level B (Basement Level B2) on SP182337 "SIERRA GRAND" CTS

Client:	AMALGAMATED PROPERTY GROUP		
Locality:	BROADBEACH		
Local Gov:	GCCC	Prepared By:	SCO
Surveyed By:	SF	Approved:	SF
Date Created:	7/09/2024	Scale:	1:500
Comp File:	12108.Project		
Plan No:	12108_001_EXC		

A4

FORM 20 Version 2
Land Title Act 1994, Land Act 1994
and Water Act 2000

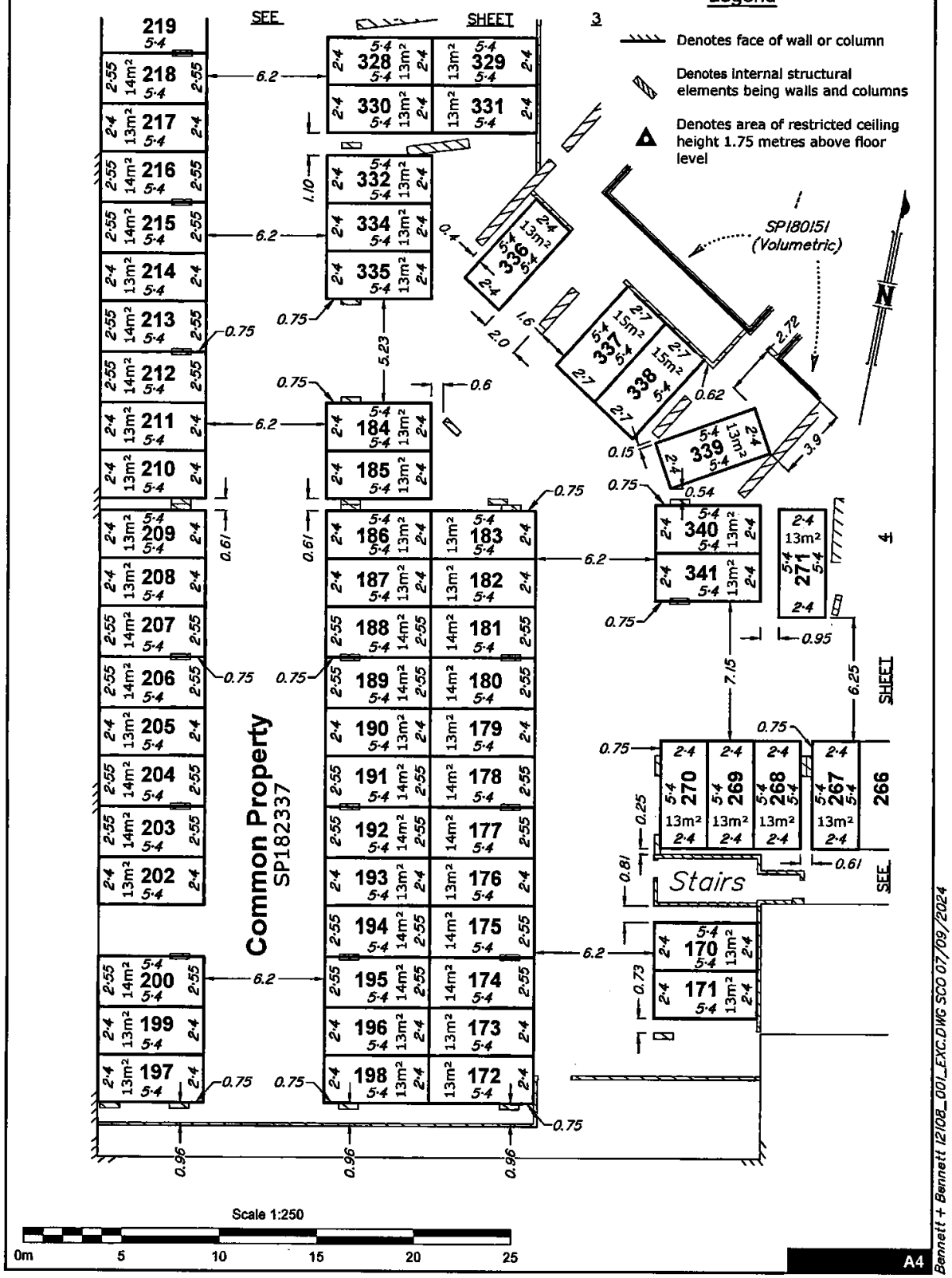
SCHEDULE E

QUEENSLAND LAND REGISTRY

CMS	Sheet	of
	41	44
Plan	Sheet	of
	2	4

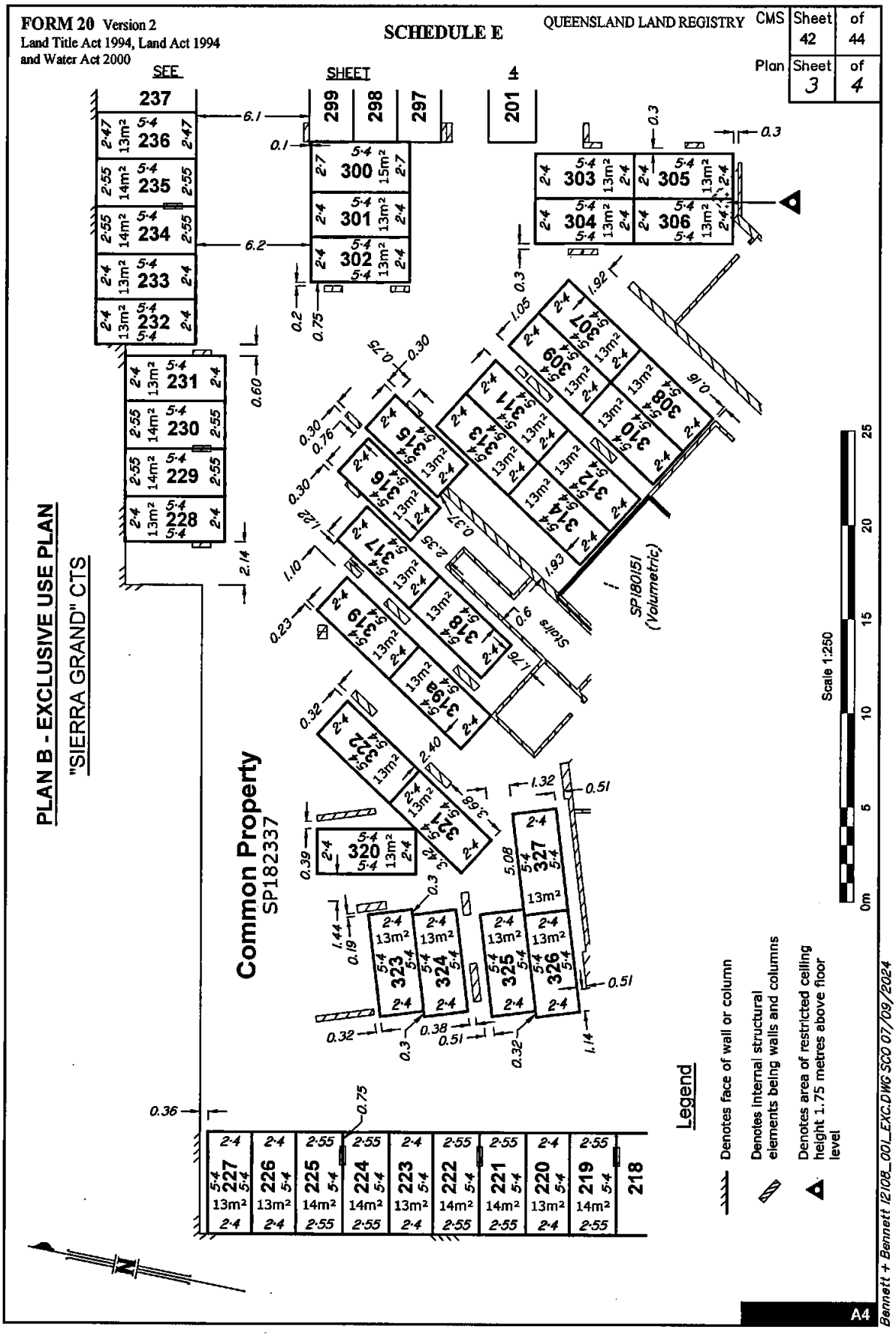
PLAN B - EXCLUSIVE USE PLAN

"SIERRA GRAND" CTS



A4

Bennett + Bennett 12108_001_EXC.DWG SCO 07/09/2024


FORM 20 Version 2
Land Title Act 1994, Land Act 1994 and Water Act 2000
SCHEDULE E
QUEENSLAND LAND REGISTRY
CMS Sheet 42 of 44
Plan Sheet 3 of 4
SEE
SHEET
4
PLAN B - EXCLUSIVE USE PLAN
"SIERRA GRAND" CTS
Common Property
SP182337
SP180151 (Volumetric)
Scale 1:250
0m 5 10 15 20 25
Legend
Denotes face of wall or column
Denotes internal structural elements being walls and columns
Denotes area of restricted ceiling height 1.75 metres above floor level
Bennett + Bennett 12108_001_EXC.DWG SCO 07/09/2024
A4

FORM 20 Version 2
Land Title Act 1994, Land Act 1994 and Water Act 2000

SCHEDULE E

QUEENSLAND LAND REGISTRY CMS Sheet 43 of 44
Plan Sheet 4 of 4

PLAN B - EXCLUSIVE USE PLAN

"SIERRA GRAND" CTS

Legend

- Denotes face of wall or column
- Denotes internal structural elements being walls and columns
- Denotes area of restricted ceiling height 1.75 metres above floor level

DIAGRAM A

Scale 1:250

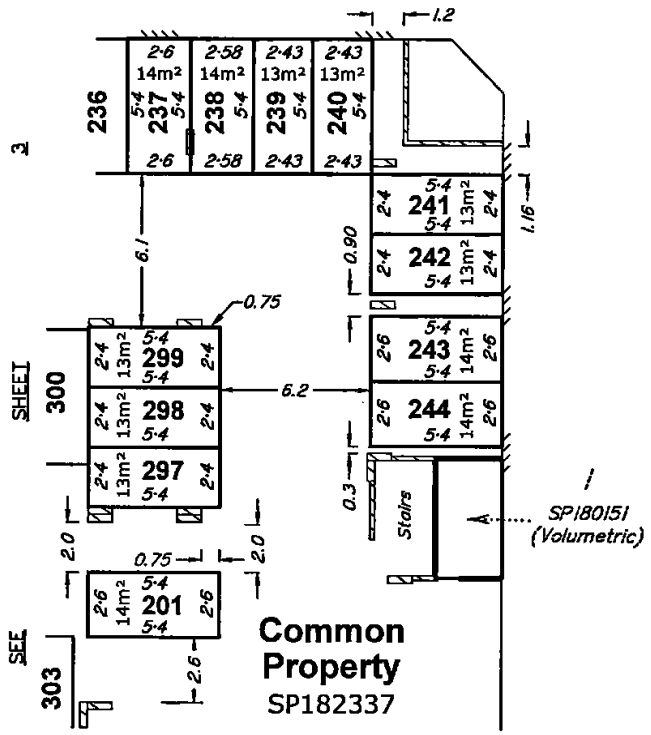
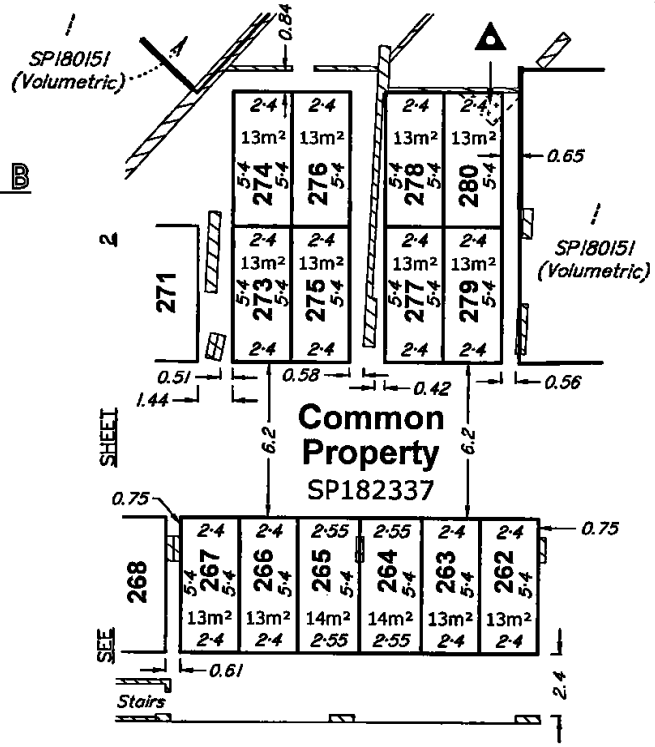


DIAGRAM B

Scale 1:250



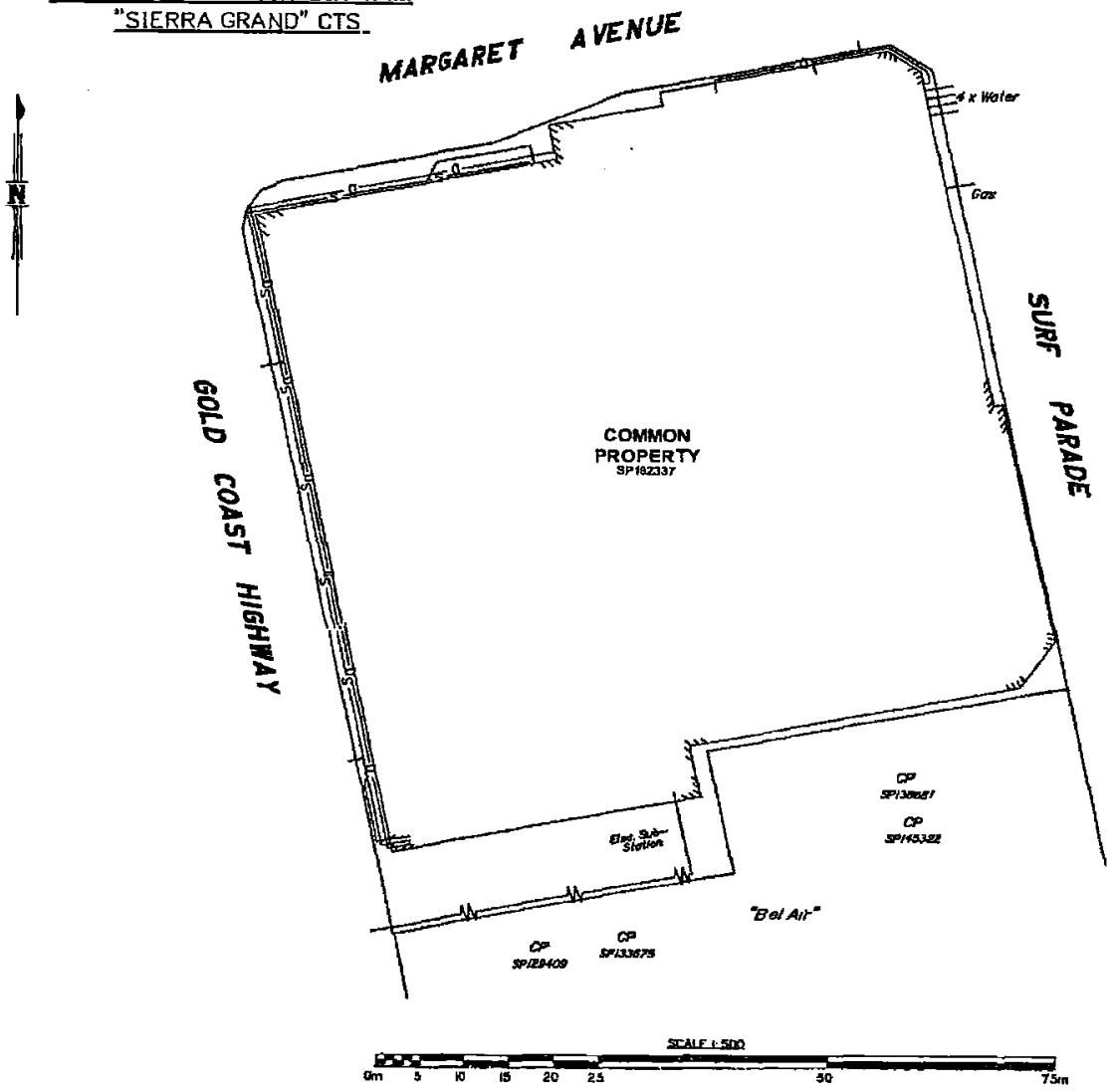
Scale 1:250

0m 5 10 15 20 25

A4

Bennett + Bennett 12108_001_EXC.DWG SCO 07/09/2024

SERVICES LOCATION DIAGRAM
"SIERRA GRAND" CTS



UTILITY SERVICES
LEGEND

- U/G elec & Tele
- S — Sewer
- D — Stormwater
- W — Water

BENNETT + BENNETT
Property Consultants, Surveyors + Town Planners
All mail to: PO Box 9021, GCMC., Qld. 9726
mail@bennettandbennett.com.au
SURVEY A.C.N. 010427531
GOLD COAST OFFICE
86 Upton Street, Bundall
Ph (07) 5574 0733
Fax (07) 5574 0202
BRISBANE OFFICE
Level 3,
490 Upper Edward St
Spring Hill
Ph (07) 3666 7266
Fax (07) 3839 7277
TOOWOOMBA OFFICE
9 Jowett Street,
Toowoomba
Ph (07) 4573 8177
Fax (07) 4573 4343

Rev	Date

NOTES:
1. Drawn to scale on an A3 sheet.
2. Community Titles Scheme, "SIERRA GRAND" CTS.
3. This service location diagram shows the indicative location of utility services within the Common Property external to any building or structures as required by section 86(1) of the BCCM Act.
4. Meridian of SP182337.

TITLE
Services Location Diagram
In part of the Common Property on SP182337
"SIERRA GRAND" CTS

CLIENT
Amalgamated Property Group

Drawn SC	Parish GILSTON
Surv'd	County WARD
Authorised	Job Ref. 05080
L/Book	Comp File 05080.ccx
Date 25/3/08	Dwg File 05080SLD
SCALE 1:500	PLAN No. 9 Rev.

CITY OF GOLDCOAST.

Rate Notice

Gold Coast City Council ABN 86 858 546 460

cityofgoldcoast.com.au/rates
(07) 5667 5995 or 1300 366 659

Notice number
2 3122748 9

Date of Issue
21 July 2025

166398/X11/059696 D-041
M N Mangraviti
Unit 1906 / 22 Surf Parade
BROADBEACH QLD 4218

Current rating period:
1 July 2025 to 31 December 2025
$977.66
(see back for payment options)

Due date for payment:
21 August 2025
Total amount payable after due date:
$1,058.78
(interest penalty applies after due date)

UNIT 1906, 22 Surf Parade, BROADBEACH QLD 4218
Lot 1906 SP182337
(Payments received after 4 July 2025 may not be included on this notice)

State Government and associated charges *(see rate assessment page for details)*	**$126.80**
Less State Government Pensioner Emergency Management Levy Discount applied	**$25.16CR**
Council rates and charges (see rate assessment page for details)	**$1,206.14**
Less Council Pensioner Rate Rebate applied	**$149.00CR**
Less State Government Pensioner Rate Subsidy applied	**$100.00CR**
Less 10% Council discount on GENERAL RATE **if full payment received by the due date**	**$81.12CR**
Amount payable if paid by: 21 August 2025	**$977.66**

To view your rating category statement and other rate notice inserts online, visit cityofgoldcoast.com.au/inserts

To make a ***voluntary*** contribution towards the acquisition and enhancement of the City's koala habitat, please use the BPAY ® details on the reverse.

From 1 January 2026, a $2.50 fee applies to mailed rates and water notices. Council Pensioner rebate holders are exempt. We encourage you to switch to My Account for electronic notices to support environmental sustainability.

CITY OF GOLDCOAST.

In Person / Mail Payment Advice
Name: M N Mangraviti
Ref: 2 3122748 9

*419 231227489 **Credit**

BPOINT
Supported by the CommonwealthBank
Commonwealth Bank of Australia
ABN 48 123 123 124

BPAY
Biller Code: 575217
Ref: 2 3122748 9

Post Billpay

Total Amount Payable
If paid by: **21 August 2025**
$977.66

Total Amount Payable
If paid after: **21 August 2025**
$1,058.78

Teller stamp and initials

No. of Cheques

Cheques (see reverse)

Date / /

Cash

For Credit
Gold Coast City Council

Tran Code	User ID	Customer Reference No.	
831	066684	000002312274895	$.

+757+

CITY OF GOLDCOAST.

Water and Sewerage Rate Notice

Gold Coast City Council ABN 84 958 548 300

Water meters | City of Gold Coast
(07) 5667 5995 or 1300 366 659

Notice number
8 3122748 9

Date of issue
23 June 2025

MICHAEL N MANGRAVITI
UNIT 1906 / 22 SURF PARADE
BROADBEACH QLD 4218

Current Billing Period:
20 March 2025 to 13 June 2025
Amount due:
$355.79
(see back for payment options)
Due date for payment:
24 July 2025
(interest penalty applies after due date)
To make payment
Rates & water | City of Gold Coast

UNIT 1906, 22 SURF PARADE, BROADBEACH
L 1906 SP182337
(Payments received after 15 June 2025 may not be included in this notice)

Water and Sewerage charges *(see account page for details)* **(Includes State Bulk Water Price)**		**$385.79**
Less State Government SEQ Pensioner Water Subsidy applied		**$30.00CR**
Amount payable if paid by: 24 JULY 2025		**$355.79**

My Account is the secure and convenient way to manage your City services online. Sign up for My Account to check your rates and water notices, view your account balances online, and change your contact details and address. Also, to make it easier to manage your payments, eligible property owners can apply for extra time to pay rates and water bills. For more information visit Login | City of Gold Coast

CITY OF GOLDCOAST.

In Person / Mail Payment Advice
Name: MICHAEL N MANGRAVITI
Ref: 8 3122748 9

*419 831227489 **Credit**

BPOINT
Supported by the CommonwealthBank
Commonwealth Bank of Australia
ABN 48 123 123 124

BPAY
Biller Code: 868745
Ref: 8 3122748 9

Post Billpay

Total amount payable
Due by: **24 July 2025**

$355.79

Date / /
Cash
Teller stamp and initials
No. of Cheques
Cheques (see reverse)

For Credit
Gold Coast City Council

Tran Code	User ID	Customer Reference No.	
831	066684	0000083122748 92	$

+757+

QUEENSLAND BUILDING AND CONSTRUCTION COMMISSION

FORM 23
POOL SAFETY CERTIFICATE

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: PSC0251659

2. Location of the swimming pool

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

Street address: 22 SURF PDE

BROADBEACH QLD Postcode 4218

Lot and plan details: 9999/SP/182337 Local government area: GOLD COAST CITY

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.

No disability exemption applies; No impracticality exemption applies

No alternative solution applies

4. Pool properties Shared pool ☑ Non-shared pool ☐ Number of pools 2

5. Pool safety certificate validity

Effective date: 12/05/2025 Expiry date: 12/05/2026

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: LINDSAY RENEE KOSTIUK

Pool safety inspector licence number: PS15465117

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.

Office of the Commissioner for Body Corporate and Community Management

Queensland Government

Department of Justice

BCCM Form 33

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 23/12/2025

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

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

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

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

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

Contacting the body corporate

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

Name and number of the community titles scheme

Sierra Grand CTS No. **38268**

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: **The (Nuu) Co Pty Ltd** Company: **THE (NUU) CO PTY LTD**
Phone: **1300 217 388** Email: **admin@thenuuco.com.au**

Accessing records

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

The (Nuu) Co Pty Ltd, Body Corporate Manager, 1300 217 388, hello@thenuuco.com.au

Property and community titles scheme details

Lot and plan details

Lot number: **1906**

Plan type and number: **182337**

Plan of subdivision: **BUILDING FORMAT PLAN**

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

Regulation module

There are 5 regulation modules for community titles schemes in Queensland. The regulation module that applies to the scheme determines matters such as the length of service contracts and how decisions are made.
More information is available from www.qld.gov.au/buyingbodycorporate.

The regulation module that applies to this scheme is the:

Accommodation

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

Layered arrangements of community titles schemes

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

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

No

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

Building management statement

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

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

Yes

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

By-laws and exclusive use areas

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

What by-laws apply?

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

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

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

General by-laws

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

Exclusive use areas

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

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

Yes

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

listed in the community management statement

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: **44**

Total contribution schedule lot entitlements for all lots: **10,053**

Interest schedule

Interest schedule lot entitlement for the lot: **54**

Total interest schedule lot entitlements for all lots: **9,997**

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 **1906** for the current financial year: $ **5,590.35**

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

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

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

Period	Due date	Amount due	Amount due if discount applied	Paid
01/04/25 to 31/07/25	01/04/25	2,025.27	1,620.22	27/03/25
01/08/25 to 30/11/25	01/08/25	1,782.54	1,782.54	29/07/25
01/12/25 to 31/03/26	01/12/25	1,782.54	1,782.54	05/11/25
01/04/26****31/07/26	01/04/26	1,782.54	1,782.54	

Amount overdue **Nil**

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

Sinking fund contributions

Total amount of contributions (before any discount) for lot **1906** for the current financial year: $ **2,439.16**

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

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

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

Period	Due date	Amount due	Amount due if discount applied	Paid
01/04/25 to 31/07/25	01/04/25	910.80	728.64	27/03/25
01/08/25 to 30/11/25	01/08/25	764.18	764.18	29/07/25
01/12/25 to 31/03/26	01/12/25	764.18	764.18	05/11/25
01/04/26****31/07/26	01/04/26	764.18	764.18	

Amount overdue **Nil**

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

Special contributions - Administrative Fund (IF ANY)

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

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

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

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

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

Period	Due date	Amount due	Amount due if discount applied	Paid

Amount overdue **Nil**

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

Special contributions - Sinking Fund (IF ANY)

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

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

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

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

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

Due date	Amount due	Amount due if discount applied	Paid

Amount overdue **Nil**

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

Other contributions

	Period	Due date	Amount due	Amount due if discount applied	Paid
Insurance Fund	01/04/25 to 31/07/25	01/04/25	419.31	419.31	27/03/25
Insurance Fund	01/08/25 to 30/11/25	01/08/25	403.20	403.20	29/07/25
Insurance Fund	01/12/25 to 31/03/26	01/12/25	403.20	403.20	05/11/25
Insurance Fund	01/04/26 to 31/07/26	01/04/26	419.31	419.31	

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?

Yes - you can obtain a copy from the body corporate records

Current sinking fund balance (as at date of certificate): $ 692,889.43

Improvements to common property the lot owner is responsible for

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

There are no authorised improvements to the common property that the owner is responsible for maintaining in good condition

Body corporate assets

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

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

Description	Type	Acquisition	Supplier	Original Cost	Cost To Date	Market Value
A SupHorlon Chlorinator	Plant and Machinery	07/01/01	Pool Doctor	$0.00	$0.00	$7,000.00
A Perforal Binss Flat Lid	Plant and Machinery	22/11/07	Commercial Systems Australia	$0.00	$0.00	$4,088.70
3xVisionFitnessHRTE3800Bikes	Furniture & Fittings	03/04/08	unknown	$0.00	$0.00	$0.00
Concepot 2 Indoor Rower	Furniture & Fittings	03/04/08	unknown	$0.00	$0.00	$0.00
Black speakers legend	Furniture & Fittings	03/04/08	unknown	$0.00	$0.00	$0.00
Large IP Morgaw screen	Furniture & Fittings	03/04/08	unknown	$0.00	$0.00	$0.00
Overhead Projector Panasonic	Furniture & Fittings	03/04/08	unknown	$0.00	$0.00	$0.00
4x Side tables white	Furniture & Fittings	03/04/08	unknown	$0.00	$0.00	$0.00
12x 1seater lounge chairsgreen	Furniture & Fittings	03/04/08	unknown	$0.00	$0.00	$0.00
2x Stainless seat benches	Furniture & Fittings	03/04/08	unknown	$0.00	$0.00	$0.00
3x LargeShade Umbrellasgrey	Furniture & Fittings	03/04/08	unknown	$0.00	$0.00	$0.00
31xDeak chairs pewterframeswhi	Furniture & Fittings	03/04/08	unknown	$0.00	$0.00	$0.00
2xBeefeater BBQ 530005 s/s	Furniture & Fittings	03/04/08	unknown	$0.00	$0.00	$0.00
1 Flatescreen TV	Furniture & Fittings	03/04/08	unknown	$0.00	$0.00	$0.00
1x Wall clock	Furniture & Fittings	03/04/08	unknown	$0.00	$0.00	$0.00
5x Laminated workout posters	Furniture & Fittings	03/04/08	unknown	$0.00	$0.00	$0.00
2x White leather bench seats	Furniture & Fittings	03/04/08	unknown	$0.00	$0.00	$0.00
1x 65cmInflatable exercise bal	Furniture & Fittings	03/04/08	unknown	$0.00	$0.00	$0.00
1x Sit up mat	Furniture & Fittings	03/04/08	unknown	$0.00	$0.00	$0.00
Dumbells1ea of1,2,3,4,5,7,10kg	Furniture & Fittings	03/04/08	unknown	$0.00	$0.00	$0.00
1xAdjustableWeightExerciseBenc	Furniture & Fittings	03/04/08	unknown	$0.00	$0.00	$0.00
1xElite780 4StationWeightMachi	Furniture & Fittings	03/04/08	unknown	$0.00	$0.00	$0.00
3xVisionFitnessT9800Treadmills	Furniture & Fittings	03/04/08	unknown	$0.00	$0.00	$0.00
1xHealthStreamME503ElipticalMa	Furniture & Fittings	03/04/08	unknown	$0.00	$0.00	$0.00
2xLargeLoungescharcoalgrey	Furniture & Fittings	03/04/08	unknown	$0.00	$0.00	$0.00
Small sidetalbleblackglasstop	Furniture & Fittings	03/04/08	unknown	$0.00	$0.00	$0.00
2xLargePictureswallSideBySide	Furniture & Fittings	03/04/08	unknown	$0.00	$0.00	$0.00
LoungCushions2xgrey&whiteleaf2	Furniture & Fittings	03/04/08	unknown	$0.00	$0.00	$0.00
Large Silver Bowl	Furniture & Fittings	03/04/08	unknown	$0.00	$0.00	$0.00
CoffeeTableSqCharcoalColour	Furniture & Fittings	03/04/08	unknown	$0.00	$0.00	$0.00

Body corporate assets

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

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

Description	Type	Acquisition	Supplier	Original Cost	Cost To Date	Market Value
2SeaterLoungegreywovenmatsilve	Furniture & Fittings	03/04/08	unknown	$0.00	$0.00	$0.00
Charcoal Grey Rug	Furniture & Fittings	03/04/08	unknown	$0.00	$0.00	$0.00
Airconditioning system	Plant and Machinery	01/05/19	Alpine	$0.00	$0.00	$49,470.00
Security Cameras	Plant and Machinery	27/05/19	Kyal Security	$0.00	$0.00	$6,450.00
3 x Sunlounges	Furniture & Fittings	01/07/19	NOBLE HOUSE DESIGN 16 Strathaird Road Bundall Qld 4217	$1,665.50	$0.00	$1,665.50
Nilfisk ViperDR1500HWalkBehind Nilfisk ViperAS430BWalkBehind	Plant and Machinery	07/08/19	XO2 A Fresh Start Everyday	$0.00	$0.00	$6,236.60
Lat Pulldown Option with 210lb Weight Stack	Plant and Machinery	20/12/19	Australian Fitness Servicing	$0.00	$0.00	$1,298.00
Gym Fitness Equipment	Furniture & Fittings	16/05/21	Australian Fitness Servicing	$0.00	$0.00	$11,532.00
6 x Tables	Furniture & Fittings	15/12/21	KODOS PREMIUM OUTDOOR FURNITUR PO Box 4409 Robina Town Centre Qld 4230	$2,668.60	$0.00	$2,668.60
Upgrade Camera Lv1	Furniture & Fittings	30/06/22	KYAL SECURITY PTY LTD PO Box 3217 Robina Town Centre QLD 4230 30.06.22 Inv 2629	$1,646.25	$0.00	$1,646.25
Camera Upgrade-Pool	Plant and Machinery	22/07/22	KYAL SECURITY PTY LTD PO Box 3217 Robina Town Centre QLD 4230	$914.25	$0.00	$914.25
UpgrdIndrPoolCamera	Furniture & Fittings	19/12/22	KYAL SECURITY PTY LTD PO Box 3217 Robina Town Centre QLD 4230 19.12.22 Inv 2878	$1,350.00	$0.00	$1,350.00
UpgrdNrFireRmCameras	Furniture & Fittings	09/01/23	KYAL SECURITY PTY LTD PO Box 3217 Robina Town Centre QLD 4230 09.01.23 Inv 2887	$3,520.00	$0.00	$3,520.00
UpgrdRetailCameras	Furniture & Fittings	17/01/23	KYAL SECURITY PTY LTD PO Box 3217 Robina Town Centre QLD 4230 17.01.23 Inv 2896	$2,675.00	$0.00	$2,675.00
Test/Rpl DmgDecoders	Furniture & Fittings	31/01/23	KYAL SECURITY PTY LTD PO Box 3217 Robina Town Centre QLD 4230 31.01.23 Inv 2925	$3,498.00	$0.00	$3,498.00
Rpl Addtnl Decoders	Furniture & Fittings	31/01/23	KYAL SECURITY PTY LTD	$1,505.00	$0.00	$1,505.00

Body corporate assets

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

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

Description	Type	Acquisition	Supplier	Original Cost	Cost To Date	Market Value
			PO Box 3217 Robina Town Centre QLD 4230 31.01.23 Inv 2926			
RECEPTION AREA CHAIRS AND RUG TABLES ART WORK AND MIRROR PLANTER POTS AND PLANTS	Furniture & Fittings	23/02/23	NOBLE HOUSE	$0.00	$0.00	$8,019.00
Dumbbells 35kg		08/08/23	Australian Fitness Servicing	$0.00	$0.00	$1,125.00
Dumbbells 37.5kg			Australian Fitness Servicing			
Dumbbells 40kg			Australian Fitness Servicing			
Deluxe Vertical Dumbbell Tower	Office Equipment	08/08/23	Australian Fitness Servicing	$0.00	$0.00	$349.00
3 tier heavy duty dumbell rack	Office Equipment	08/08/23	Australian Fitness Servicing	$0.00	$0.00	$449.00
New submersible pump	Plant and Machinery	29/08/23	Propump	$0.00	$0.00	$2,167.00
WeightPlates & Mats	Furniture & Fittings	29/08/23	AUSTRALIAN FITNESS SERVICING P.O. Box 3373 HELENSVALE TOWN CTR QLD 4212	$1,377.00	$0.00	$1,377.00
Outdoor Furniture	Furniture & Fittings	18/09/23	OUTDOOR FURNITURE IDEA P/L 39 Mount Erin Road CAMPBELLTOWN NSW 2560	$1,855.30	$0.00	$1,855.30
Wave 75 Robotic Pool Vacuum Cl 24 month warranty see invoice no 0037	Plant and Machinery	13/11/23	Jim's Pool Care Southport	$0.00	$0.00	$3,687.00
Wave75RoboticCleaner	Plant and Machinery	13/11/23	JIM'S POOL CARE 16 Jacob Ct Upper Coomera QLD 4209	$3,687.00	$0.00	$3,687.00
WAVE 75 ROBOTIC CLEANER	Plant and Machinery	13/11/23	JIM'S POOL CARE SOUTHPORT	$0.00	$0.00	$3,687.00
HeaterSAWOSavoni12kW	Plant and Machinery	01/04/24	GOLD COAST SAUNAS 6/37 Bailey Crescent SOUTHPORT QLD 4215	$3,839.00	$0.00	$3,839.00
Birdcage Trolley	Furniture & Fittings	03/07/24	BOGAN & SONS WHOLESALE PTY LTD T10 Lvl 3, 21 Turbo Drive COORPAROO QLD 4151	$2,062.50	$0.00	$2,062.50
AqualinFresh100Cells	Plant and Machinery	17/07/24	PACIFIC POOL & SPA PO Box 35 Isle of Capri QLD 4217	$3,784.00	$0.00	$3,784.00
Flow Tank left over from plant	Furniture & Fittings	01/08/24	Geofabrics	$0.00	$0.00	$500.00
8 x Sun Loungers	Furniture & Fittings	14/10/24	OUTDOOR FURNITURE IDEA P/L 39 Mount Erin Road	$3,751.00	$0.00	$3,751.00

Body corporate assets

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

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

Description	Type	Acquisition	Supplier	Original Cost	Cost To Date	Market Value
			CAMPBELLTOWN NSW 2560			
8 x New Sun Loungers	Furniture & Fittings	14/10/24	OUTDOOR FURNITURE IDEA P/L 39 Mount Erin Road CAMPBELLTOWN NSW 2560	$3,751.00	$0.00	$3,751.00
2xCleanStarX800HC	Plant and Machinery	21/11/24	RAPIDCLEAN GC PTY LTD 21 Commercial Dr ASHMORE QLD 4214	$1,144.00	$0.00	$1,144.00
Pool Hours Signage	Furniture & Fittings	29/01/25	SIGNXTREME 49 Paradise Avenue MIAMI QLD 4220	$363.00	$0.00	$363.00
50 LEFT AND 50 RIGHT	Furniture & Fittings	06/02/25	BOGAN & SONS	$0.00	$0.00	$6,106.00
New Treadmill	Plant and Machinery	01/04/25	AUSTRALIAN FITNESS SERVICING P.O. Box 3373 HELENSVALE TOWN CTR QLD 4212	$5,649.00		$5,649.00
SL1600 PadHolder	Plant and Machinery	11/04/25	RAPIDCLEAN GC PTY LTD 21 Commercial Dr ASHMORE QLD 4214	$2,681.80		$2,681.80
New 80 Fobs	Plant and Machinery	15/09/25	SUPA TECH (QLD) 32/17 Cairns Street LOGANHOLME QLD 4129	$1,452.00		$1,452.00

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 CHU Commercial StrataInsurance	04GS018962	190,776,600.00	240,398.30	31/03/26	
LOSS OF RENT/TEMP AC CHU Commercial StrataInsurance	04GS018962	28,616.49	Included	31/03/26	
CATASTROPHE CHU Commercial StrataInsurance	04GS018962	57,805,310.00	Included	31/03/26	
PUBLIC LIABILITY CHU Commercial StrataInsurance	04GS018962	30,000,000.00	13,750.00	31/03/26	See policy wording See policy wording

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
FIDELITY GUARANTEE CHU Commercial StrataInsurance	04GS018962	100,000.00	Included	31/03/26	See policy wording See policy wording
OFFICE BEARERS CHU Commercial StrataInsurance	04GS018962	5,000,000.00	Included	31/03/26	See policy wording See policy wording
VOLUNTARY WORKERS CHU Commercial StrataInsurance	04GS018962	$200,000 Accident each	Included	31/03/26	$200,000 in respect of any one Occurrence
MACHINERY BREAKDOWN CHU Commercial StrataInsurance	04GS018962	100,000.00	Included	31/03/26	
COMMON AREA CONTENTS CHU Commercial StrataInsurance	04GS018962	1,907,766.00	Included	31/03/26	
APPEAL EXPENSES CHU Commercial StrataInsurance	04GS018962	150,000.00	Included	31/03/26	See policy wording See policy wording
GOVERNMENT AUDIT CHU Commercial StrataInsurance	04GS018962	30,000.00	Included	31/03/26	See policy wording See policy wording
LOT OWNERS FIXTURES CHU Commercial StrataInsurance	04GS018962	250,000.00	Included	31/03/26	

Alternative insurance

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

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

No

Lot owner and occupier insurance

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

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

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

Contracts and authorisations

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

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

If the Standard Module, Accommodation Module, or Commercial Module apply to a community titles scheme, the body corporate may also authorise a person to conduct a letting agent business for the scheme, that is, to act as the agent of owners of lots in the scheme who choose to use the person's services for the letting of their lot.
A service contractor who is also authorised to be a letting agent for the scheme is called a caretaking service contractor. Together, an agreement to engage a person as a caretaking service contractor and authorise a person as a letting agent is typically referred to as ' management rights'.

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

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

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

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

Yes - Name of caretaking service contractor engaged: BRK Resorts Pty Ltd (trading as Accor/Mantra)

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

Yes - Name of authorised letting agent: BRK Resorts Pty Ltd trading as Accor/Mantra

Embedded network electricity supply

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

Yes

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

Body corporate authority

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

Name/s The (Nuu) Co Pty Ltd

Positions/s held Body Corporate Manager

Date 23/12/2025

Signature/s SM on behalf of body corporate committee

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

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

GENERAL REQUEST

Duty Imprint

FORM 14 Version 4
Page 1 of 1

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EL 470 $113.04
18/10/2024 12:39:23

FFICE USE ONLY

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

1. Nature of request
Request to record New Community Management Statement for Sierra Grand Community Titles Scheme 38268

Lodger (Name, address, E-mail & phone number)
O'KEEFE MAHONEY BENNETT
SOLICITORS
PO BOX 454
SOUTHPORT QLD 4215
PH: (07) 55550000

Lodger Code
BE 3395

2. Lot on Plan Description
Common Property for Sierra Grand Community Titles Scheme 38268

County
Ward

Parish
Gilston

Title Reference
50713205

3. Registered Proprietor/State Lessee
Body Corporate for Sierra Grand Community Titles Scheme 38268

4. Interest
Fee Simple

5. Applicant
Body Corporate for Sierra Grand Community Titles Scheme 38268

6. Request
I hereby request that: the New Community Management Statement deposited herewith which amends Schedule E – Plan B be recorded as the Community Management Statement for Sierra Grand Community Titles Scheme 38268.

7. Execution by applicant

18/10/2024
Execution Date

.....
Juliette Elizabeth Nairn, Solicitor
Note : A Solicitor is required to print full name if signing on behalf of the Applicant

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NEW COMMUNITY MANAGEMENT STATEMENT

38268

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

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

Office use only
CMS LABEL NUMBER

This statement incorporates and must include the following:

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

1. Name of community titles scheme
Sierra Grand Community Titles Scheme 38268

2. Regulation module
Accommodation Module

3. Name of Body Corporate
Body Corporate for Sierra Grand Community Titles Scheme 38268

4. Scheme land

Lot on Plan Description	County	Parish	Title Reference
See Enlarged Panel			

5. Name and address of original Owner
Not Applicable

6. Reference to plan lodged with this statement
Not Applicable

first community management statement only

7. New CMS exemption to planning body community management statement notation (if applicable*)
Insert exemption clause (if no exemption – insert 'N/A' or 'not applicable')

Not applicable pursuant to section 60(6) of the *Body Corporate and Community Management Act 1997*.

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

8. Execution by original Owner/Consent of Body Corporate

Body Corporate for Sierra Grand CTS 38268 THE Common Seal OF

14 /10/2024
Execution Date

Chris Pascoe
Treasurer

Chairperson/~~Secretary~~ Frank Miller Chairperson

14 /10/2024
Execution Date

Committee Member ~~Committee Member~~
Scott McQuie | Committee Member

*Original Owner to execute for a first community management statement
*Body Corporate to execute for a new community management statement

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

ENLARGED PANEL

4. Scheme Land

Lot on Plan Description	County	Parish	Title Reference
Common Property of Sierra Grand Community Titles Scheme 38268	Ward	Gilston	50713205
Lot 201 on SP 182337	Ward	Gilston	50713206
Lot 301 on SP 182337	Ward	Gilston	50713207
Lot 302 on SP 182337	Ward	Gilston	50713208
Lot 303 on SP 182337	Ward	Gilston	50713209
Lot 304 on SP 182337	Ward	Gilston	50713210
Lot 305 on SP 182337	Ward	Gilston	50713211
Lot 306 on SP 182337	Ward	Gilston	50713212
Lot 401 on SP 182337	Ward	Gilston	50713213
Lot 402 on SP 182337	Ward	Gilston	50713214
Lot 403 on SP 182337	Ward	Gilston	50713215
Lot 404 on SP 182337	Ward	Gilston	50713216
Lot 405 on SP 182337	Ward	Gilston	50713217
Lot 406 on SP 182337	Ward	Gilston	50713218
Lot 501 on SP 182337	Ward	Gilston	50713219
Lot 502 on SP 182337	Ward	Gilston	50713220
Lot 503 on SP 182337	Ward	Gilston	50713221
Lot 504 on SP 182337	Ward	Gilston	50713222
Lot 505 on SP 182337	Ward	Gilston	50713223
Lot 506 on SP 182337	Ward	Gilston	50713224
Lot 601 on SP 182337	Ward	Gilston	50713225
Lot 602 on SP 182337	Ward	Gilston	50713226
Lot 603 on SP 182337	Ward	Gilston	50713227
Lot 604 on SP 182337	Ward	Gilston	50713228
Lot 605 on SP 182337	Ward	Gilston	50713229
Lot 606 on SP 182337	Ward	Gilston	50713230
Lot 607 on SP 182337	Ward	Gilston	50713231
Lot 608 on SP 182337	Ward	Gilston	50713232
Lot 609 on SP 182337	Ward	Gilston	50713233
Lot 610 on SP 182337	Ward	Gilston	50713234
Lot 701 on SP 182337	Ward	Gilston	50713235
Lot 702 on SP 182337	Ward	Gilston	50713236
Lot 703 on SP 182337	Ward	Gilston	50713237
Lot 704 on SP 182337	Ward	Gilston	50713238
Lot 705 on SP 182337	Ward	Gilston	50713239
Lot 706 on SP 182337	Ward	Gilston	50713240
Lot 707 on SP 182337	Ward	Gilston	50713241
Lot 708 on SP 182337	Ward	Gilston	50713242
Lot 709 on SP 182337	Ward	Gilston	50713243

Lot 710 on SP 182337	Ward	Gilston	50713244
Lot 801 on SP 182337	Ward	Gilston	50713245
Lot 802 on SP 182337	Ward	Gilston	50713246
Lot 803 on SP 182337	Ward	Gilston	50713247
Lot 804 on SP 182337	Ward	Gilston	50713248
Lot 805 on SP 182337	Ward	Gilston	50713249
Lot 806 on SP 182337	Ward	Gilston	50713250
Lot 807 on SP 182337	Ward	Gilston	50713251
Lot 808 on SP 182337	Ward	Gilston	50713252
Lot 809 on SP 182337	Ward	Gilston	50713253
Lot 810 on SP 182337	Ward	Gilston	50713254
Lot 901 on SP 182337	Ward	Gilston	50713255
Lot 902 on SP 182337	Ward	Gilston	50713256
Lot 903 on SP 182337	Ward	Gilston	50713257
Lot 904 on SP 182337	Ward	Gilston	50713258
Lot 905 on SP 182337	Ward	Gilston	50713259
Lot 906 on SP 182337	Ward	Gilston	50713260
Lot 907 on SP 182337	Ward	Gilston	50713261
Lot 908 on SP 182337	Ward	Gilston	50713262
Lot 909 on SP 182337	Ward	Gilston	50713263
Lot 910 on SP 182337	Ward	Gilston	50713264
Lot 1001 on SP 182337	Ward	Gilston	50713265
Lot 1002 on SP 182337	Ward	Gilston	50713266
Lot 1003 on SP 182337	Ward	Gilston	50713267
Lot 1004 on SP 182337	Ward	Gilston	50713268
Lot 1005 on SP 182337	Ward	Gilston	50713269
Lot 1006 on SP 182337	Ward	Gilston	50713270
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Lot 1008 on SP 182337	Ward	Gilston	50713272
Lot 1009 on SP 182337	Ward	Gilston	50713273
Lot 1010 on SP 182337	Ward	Gilston	50713274
Lot 1101 on SP 182337	Ward	Gilston	50713275
Lot 1102 on SP 182337	Ward	Gilston	50713276
Lot 1103 on SP 182337	Ward	Gilston	50713277
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Lot 1309 on SP 182337	Ward	Gilston	50713303
Lot 1310 on SP 182337	Ward	Gilston	50713304
Lot 1401 on SP 182337	Ward	Gilston	50713305
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Lot 1902 on SP 182337	Ward	Gilston	50713356
Lot 1903 on SP 182337	Ward	Gilston	50713357
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Lot 2002 on SP 182337	Ward	Gilston	50713366
Lot 2003 on SP 182337	Ward	Gilston	50713367
Lot 2004 on SP 182337	Ward	Gilston	50713368
Lot 2005 on SP 182337	Ward	Gilston	50713369
Lot 2006 on SP 182337	Ward	Gilston	50713370
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Lot 2307 on SP 182337	Ward	Gilston	50713401
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Lot 2410 on SP 182337	Ward	Gilston	50713414
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Lot 2503 on SP 182337	Ward	Gilston	50713417
Lot 2504 on SP 182337	Ward	Gilston	50713418
Lot 2505 on SP 182337	Ward	Gilston	50713419

Lot 2506 on SP 182337	Ward	Gilston	50713420
Lot 2601 on SP 182337	Ward	Gilston	50713421
Lot 2602 on SP 182337	Ward	Gilston	50713422
Lot 2603 on SP 182337	Ward	Gilston	50713423
Lot 2604 on SP 182337	Ward	Gilston	50713424
Lot 2605 on SP 182337	Ward	Gilston	50713425
Lot 2606 on SP 182337	Ward	Gilston	50713426
Lot 2701 on SP 182337	Ward	Gilston	50713427
Lot 2702 on SP 182337	Ward	Gilston	50713428
Lot 2703 on SP 182337	Ward	Gilston	50713429
Lot 2704 on SP 182337	Ward	Gilston	50713430
Lot 2705 on SP 182337	Ward	Gilston	50713431
Lot 2706 on SP 182337	Ward	Gilston	50713432
Lot 2801 on SP 182337	Ward	Gilston	50713433
Lot 2802 on SP 182337	Ward	Gilston	50713434
Lot 2803 on SP 182337	Ward	Gilston	50713435
Lot 2804 on SP 182337	Ward	Gilston	50713436
Lot 2901 on SP 182337	Ward	Gilston	50713437
Lot 2902 on SP 182337	Ward	Gilston	50713438
Lot 2903 on SP 182337	Ward	Gilston	50713439
Lot 2904 on SP 182337	Ward	Gilston	50713440
Lot 3001 on SP 182337	Ward	Gilston	50713441
Lot 3002 on SP 182337	Ward	Gilston	50713442
Lot 3003 on SP 182337	Ward	Gilston	50713443
Lot 3004 on SP 182337	Ward	Gilston	50713444

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 201 on SP 182337	51	57
Lot 301 on SP 182337	44	41
Lot 302 on SP 182337	42	34
Lot 303 on SP 182337	43	40
Lot 304 on SP 182337	43	40
Lot 305 on SP 182337	42	36
Lot 306 on SP 182337	44	43
Lot 401 on SP 182337	44	43
Lot 402 on SP 182337	42	35
Lot 403 on SP 182337	43	40
Lot 404 on SP 182337	43	40
Lot 405 on SP 182337	42	37
Lot 406 on SP 182337	44	45
Lot 501 on SP 182337	44	44
Lot 502 on SP 182337	42	35
Lot 503 on SP 182337	43	42
Lot 504 on SP 182337	43	42
Lot 505 on SP 182337	42	37
Lot 506 on SP 182337	44	46
Lot 601 on SP 182337	44	45
Lot 602 on SP 182337	42	36
Lot 603 on SP 182337	43	43
Lot 604 on SP 182337	43	43
Lot 605 on SP 182337	42	38
Lot 606 on SP 182337	44	48
Lot 607 on SP 182337	40	27
Lot 608 on SP 182337	38	19
Lot 609 on SP 182337	38	19
Lot 610 on SP 182337	40	28
Lot 701 on SP 182337	44	46
Lot 702 on SP 182337	42	36
Lot 703 on SP 182337	43	43
Lot 704 on SP 182337	43	43
Lot 705 on SP 182337	42	38
Lot 706 on SP 182337	44	48
Lot 707 on SP 182337	40	28
Lot 708 on SP 182337	38	19
Lot 709 on SP 182337	38	19
Lot 710 on SP 182337	40	29
Lot 801 on SP 182337	44	46
Lot 802 on SP 182337	42	37

Lot 803 on SP 182337	43	44
Lot 804 on SP 182337	43	44
Lot 805 on SP 182337	42	39
Lot 806 on SP 182337	44	48
Lot 807 on SP 182337	40	28
Lot 808 on SP 182337	38	20
Lot 809 on SP 182337	38	20
Lot 810 on SP 182337	40	30
Lot 901 on SP 182337	44	47
Lot 902 on SP 182337	42	37
Lot 903 on SP 182337	43	44
Lot 904 on SP 182337	43	44
Lot 905 on SP 182337	42	39
Lot 906 on SP 182337	44	49
Lot 907 on SP 182337	40	29
Lot 908 on SP 182337	38	20
Lot 909 on SP 182337	38	20
Lot 910 on SP 182337	40	30
Lot 1001 on SP 182337	44	47
Lot 1002 on SP 182337	42	38
Lot 1003 on SP 182337	43	45
Lot 1004 on SP 182337	43	45
Lot 1005 on SP 182337	42	40
Lot 1006 on SP 182337	44	49
Lot 1007 on SP 182337	40	29
Lot 1008 on SP 182337	38	21
Lot 1009 on SP 182337	38	21
Lot 1010 on SP 182337	40	30
Lot 1101 on SP 182337	44	48
Lot 1102 on SP 182337	42	39
Lot 1103 on SP 182337	43	45
Lot 1104 on SP 182337	43	45
Lot 1105 on SP 182337	42	40
Lot 1106 on SP 182337	44	50
Lot 1107 on SP 182337	40	30
Lot 1108 on SP 182337	38	21
Lot 1109 on SP 182337	38	21
Lot 1110 on SP 182337	40	31
Lot 1201 on SP 182337	44	48
Lot 1202 on SP 182337	42	40
Lot 1203 on SP 182337	43	45
Lot 1204 on SP 182337	43	45
Lot 1205 on SP 182337	42	40
Lot 1206 on SP 182337	44	50

Lot 1207 on SP 182337	40	30
Lot 1208 on SP 182337	38	21
Lot 1209 on SP 182337	38	21
Lot 1210 on SP 182337	40	31
Lot 1301 on SP 182337	44	50
Lot 1302 on SP 182337	42	39
Lot 1303 on SP 182337	43	46
Lot 1304 on SP 182337	43	46
Lot 1305 on SP 182337	42	40
Lot 1306 on SP 182337	44	51
Lot 1307 on SP 182337	40	31
Lot 1308 on SP 182337	38	22
Lot 1309 on SP 182337	38	22
Lot 1310 on SP 182337	40	32
Lot 1401 on SP 182337	44	50
Lot 1402 on SP 182337	42	39
Lot 1403 on SP 182337	43	46
Lot 1404 on SP 182337	43	46
Lot 1405 on SP 182337	42	41
Lot 1406 on SP 182337	44	51
Lot 1407 on SP 182337	40	31
Lot 1408 on SP 182337	38	22
Lot 1409 on SP 182337	38	22
Lot 1410 on SP 182337	40	32
Lot 1501 on SP 182337	44	51
Lot 1502 on SP 182337	42	40
Lot 1503 on SP 182337	43	47
Lot 1504 on SP 182337	43	47
Lot 1505 on SP 182337	42	41
Lot 1506 on SP 182337	44	52
Lot 1507 on SP 182337	40	32
Lot 1508 on SP 182337	38	22
Lot 1509 on SP 182337	38	22
Lot 1510 on SP 182337	40	33
Lot 1601 on SP 182337	44	52
Lot 1602 on SP 182337	42	40
Lot 1603 on SP 182337	43	47
Lot 1604 on SP 182337	43	47
Lot 1605 on SP 182337	42	41
Lot 1606 on SP 182337	44	52
Lot 1607 on SP 182337	40	32
Lot 1608 on SP 182337	38	22
Lot 1609 on SP 182337	38	22
Lot 1610 on SP 182337	40	33

Lot 1701 on SP 182337	44	52
Lot 1702 on SP 182337	42	40
Lot 1703 on SP 182337	43	47
Lot 1704 on SP 182337	43	47
Lot 1705 on SP 182337	42	42
Lot 1706 on SP 182337	44	53
Lot 1707 on SP 182337	40	32
Lot 1708 on SP 182337	38	23
Lot 1709 on SP 182337	38	23
Lot 1710 on SP 182337	40	33
Lot 1801 on SP 182337	44	52
Lot 1802 on SP 182337	42	41
Lot 1803 on SP 182337	43	48
Lot 1804 on SP 182337	43	48
Lot 1805 on SP 182337	42	42
Lot 1806 on SP 182337	44	53
Lot 1807 on SP 182337	40	33
Lot 1808 on SP 182337	38	23
Lot 1809 on SP 182337	38	23
Lot 1810 on SP 182337	40	34
Lot 1901 on SP 182337	44	53
Lot 1902 on SP 182337	42	41
Lot 1903 on SP 182337	43	48
Lot 1904 on SP 182337	43	48
Lot 1905 on SP 182337	42	42
Lot 1906 on SP 182337	44	54
Lot 1907 on SP 182337	40	33
Lot 1908 on SP 182337	38	23
Lot 1909 on SP 182337	38	23
Lot 1910 on SP 182337	40	34
Lot 2001 on SP 182337	44	54
Lot 2002 on SP 182337	42	42
Lot 2003 on SP 182337	43	49
Lot 2004 on SP 182337	43	49
Lot 2005 on SP 182337	42	43
Lot 2006 on SP 182337	44	54
Lot 2007 on SP 182337	40	33
Lot 2008 on SP 182337	38	24
Lot 2009 on SP 182337	38	24
Lot 2010 on SP 182337	40	34
Lot 2101 on SP 182337	44	54
Lot 2102 on SP 182337	42	42
Lot 2103 on SP 182337	43	49
Lot 2104 on SP 182337	43	49

Lot 2105 on SP 182337	42	43
Lot 2106 on SP 182337	44	54
Lot 2107 on SP 182337	40	34
Lot 2108 on SP 182337	38	24
Lot 2109 on SP 182337	38	24
Lot 2110 on SP 182337	40	35
Lot 2201 on SP 182337	44	55
Lot 2202 on SP 182337	42	42
Lot 2203 on SP 182337	43	49
Lot 2204 on SP 182337	43	49
Lot 2205 on SP 182337	42	44
Lot 2206 on SP 182337	44	55
Lot 2207 on SP 182337	40	34
Lot 2208 on SP 182337	38	24
Lot 2209 on SP 182337	38	24
Lot 2210 on SP 182337	40	35
Lot 2301 on SP 182337	44	55
Lot 2302 on SP 182337	42	43
Lot 2303 on SP 182337	43	50
Lot 2304 on SP 182337	43	50
Lot 2305 on SP 182337	42	44
Lot 2306 on SP 182337	44	55
Lot 2307 on SP 182337	40	34
Lot 2308 on SP 182337	38	24
Lot 2309 on SP 182337	38	24
Lot 2310 on SP 182337	40	35
Lot 2401 on SP 182337	44	56
Lot 2402 on SP 182337	42	43
Lot 2403 on SP 182337	43	50
Lot 2404 on SP 182337	43	50
Lot 2405 on SP 182337	42	44
Lot 2406 on SP 182337	44	56
Lot 2407 on SP 182337	40	34
Lot 2408 on SP 182337	38	25
Lot 2409 on SP 182337	38	25
Lot 2410 on SP 182337	40	36
Lot 2501 on SP 182337	44	63
Lot 2502 on SP 182337	42	47
Lot 2503 on SP 182337	43	53
Lot 2504 on SP 182337	43	53
Lot 2505 on SP 182337	42	49
Lot 2506 on SP 182337	44	63
Lot 2601 on SP 182337	44	57
Lot 2602 on SP 182337	42	44

Lot 2603 on SP 182337	43	51
Lot 2604 on SP 182337	43	51
Lot 2605 on SP 182337	42	45
Lot 2606 on SP 182337	44	57
Lot 2701 on SP 182337	44	57
Lot 2702 on SP 182337	42	44
Lot 2703 on SP 182337	43	51
Lot 2704 on SP 182337	43	51
Lot 2705 on SP 182337	42	45
Lot 2706 on SP 182337	44	57
Lot 2801 on SP 182337	48	79
Lot 2802 on SP 182337	48	73
Lot 2803 on SP 182337	48	73
Lot 2804 on SP 182337	48	79
Lot 2901 on SP 182337	48	80
Lot 2902 on SP 182337	48	74
Lot 2903 on SP 182337	48	74
Lot 2904 on SP 182337	48	80
Lot 3001 on SP 182337	51	98
Lot 3002 on SP 182337	51	89
Lot 3003 on SP 182337	51	89
Lot 3004 on SP 182337	51	98
TOTALS	**10053**	**9997**

Explanation of Contribution Schedule Lot Entitlements

1. Introduction

The Contribution Schedule Lot Entitlements ("**CSLE**") for each Lot included in the Sierra Grand Community Titles Scheme ("**the Scheme**") are not equal. As required by Section 48 of the *Body Corporate and Community Management Act 1997* ("**the Act**"), the explanation of why they are not equal is set out below.

2. Explanation

The CSLE for each Lot included in the Scheme has been allocated having regard to:

2.1 The structure of the Scheme;

2.2 The nature, features and characteristics of the Lots in the Scheme; and

2.3 The purposes for which the Lots are used.

3. Reason for Variation

3.1 On the basis of the factors in paragraph 2 it is just and equitable for there to be a variation in the CSLE for the Scheme. The CSLE for the Lots varies between a minimum of 38 and a maximum of 51.

3.2 The difference in CSLE recognises that the factors stated above do not impact on how much each Lot should contribute to certain Body Corporate costs such as secretarial fees, audit fees, printing, postage and outlays, but the structure of the Scheme and the features and characteristics of the Lots result in a differential burden on the costs of the Body Corporate for repair and maintenance of the Common Property. When allocating the CSLE to be included in the contribution schedule, each of the factors stated above impacts on the allocation in the way set out below.

4. Allocation

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

4.1 Structure of the Scheme

4.1.1. The Scheme is not part of a layered scheme therefore the structure of the Scheme does not affect the CSLE.

4.1.2. The Common Property facilities (for example swimming pool, gymnasium, theatrette, major thoroughfares, corridors and landscaping) are part of the community titles scheme.

4.1.3. However different Lots in the Scheme utilise Common Property to a greater extent depending upon their location in the Scheme.

4.2 Nature, Feature and Characteristics of the Lots in the Scheme

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

4.2.2.1. The external surface area of the Lot. Additional entitlements are added depending on whether the Lot has small, medium, large or extra-large external surface area.

4.2.2.2. The level of the building on which the Lot is situated. Additional entitlements are added depending on the level of the building in which the Lot is located. The higher the Lot in the building, the higher the cost of maintaining, cleaning and repairing windows and external walls.

4.2.2.3. Lot 201 has a number of part Lots that are on Levels A, B, C and D. The utility infrastructure services these parts of Lot 201 and more use is made of the Common Property in having to traverse from one part of Lot 201 to the other parts.

4.2.2.4. The external Common Property that benefits the Lot. The external surface area of a Lot, which as part of the Common Property comprises, amongst other things the aluminium balustrade, window frames and fittings and glass, metal screens and louvres, roofing membrane and materials. The greater the exposure of the Lot to the Common Property, the greater the Common Property to be maintained by the Body Corporate and consequently the greater the CSLE. Therefore units that need a greater perimeter of external wall have a greater CSLE.

4.2.2.5. The internal Common Property that benefits the Lot. The internal Common Property comprises, amongst other things, fire prevention and extinguisher equipment (such as sprinklers, booster pumps, thermo-detection units), common area carpets and electrical wiring. These all require maintenance and replacement. Therefore Lots that enjoy a greater amount of these, especially with regard to special authority or exclusive use to enjoy areas that benefit from this property, have a greater CSLE.

4.1.5. The CLSE has been adjusted from being equal to the extent Lots give rise to particular costs or extra costs that other Lots do not.

4.3 The Purpose for which the Lots are Used

Each of the Lots in the Scheme are used for residential purposes except Lot 201 which is used for residential and commercial purposes. This factor will contribute to a higher use of Common Property by the Owner, Occupier, invitees and customers of Lot 201.

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME OF LAND

Not applicable.

SCHEDULE C BY-LAWS

1. Interpretation

In these By-laws except for the extent that the context otherwise requires:

1.1 the singular includes the plural and vice versa;

1.2 person includes a natural person, each other kind of legal entity and an unincorporated association;

1.3 reference to a statute or any other law is a reference to the statute or law.

2. Definitions

In these By-laws and Schedule D, except where inconsistent with the context, the following terms have the following meanings:

2.1 **"the Act"** means the *Body Corporate and Community Management Act 1997* and all regulations thereunder, as amended from time to time;

2.2 **"Body Corporate Manager"** means a person who is engaged by the Body Corporate to supply administrative services to the Body Corporate pursuant to the Act;

2.3 **"Caretaker"** means that person or corporation appointed by the Body Corporate as a caretaker and/or letting agent under an agreement pursuant to the Act;

2.4 **"Caretaker's Unit"** and/or **"Caretaker's Lot"** means Lot 201 or such other Lot as nominated by the Caretaker to the Body Corporate in writing from time to time;

2.5 **"Common Property"** means has the same meaning as defined in the Act and as applied to the Community Titles Scheme;

2.6 **"Committee"** means the Committee of the Body Corporate elected or otherwise appointed from time to time as provided for in the Regulation Module;

2.7 **"Lot"** means a Lot in the Community Titles Scheme;

2.8 **"Occupier"** has the same meaning as defined in the Act;

2.9 **"Owner"** has the same meaning as defined in the Act;

2.10 **"PABX System"** includes (as well as a telephone system) other audio visual, internet or other data transmission systems that may or may not require cabling;

2.11 **"Recreation Facilities"** means facilities that are used for recreation purposes that are on the Common Property including without limitation any of the following that may be on the Common Property:

2.11.1 swimming pool;

2.11.2 tennis court;

2.11.3 barbeque;

2.11.4 theatrette;

2.11.5 indoor pool;

2.11.6 indoor and outdoor spas;

2.11.7 deck chairs and tables;

2.11.8 sauna or stream room;

2.11.9 gymnasium and gymnasium equipment; and

2.11.10 level 25 outdoor area.

2.12 **"Scheme Land"** means the Scheme Land identified in Item 4 of the Community Management Statement and includes, when the context permits or requires, the Lots and the Common Property and all improvements thereon;

2.13 **"Vehicle"** has the same meaning as Vehicle as defined in the *Traffic Act 1949.*

3. NOISE

3.1 An Owner or Occupier of a Lot must not create noise likely to interfere with the peaceful enjoyment of a person lawfully on another Lot or the Common Property.

3.2 In particular, no Owner or Occupier:

3.2.1 shall hold or permit to be held any social gathering in his or her Lot which is likely to breach this By-law;

3.2.2 shall hold or permit to be held any auction sale upon Scheme Land;

3.2.3 permit any musical instrument to be practised or played in his or her Lot between the hours of 10.00 pm and 8.00 am;

3.2.4 if a musical instrument is practised between the hours of 8.00 am and 10.00 pm, then such practice must not extend beyond a period of one (1) hour at any one time or for a total of more than three (3) hours during any day; and

3.2.5 shall allow any equipment and/or instruments which produce noise or emit noise so as to breach the provisions of this By-law.

3.3 Where there is any unavoidable noise in a Lot which at any time may breach this By-law, the Owner or Occupier must take all practicable steps to minimise annoyance to other Lot Owners and Occupiers by closing all doors, windows and curtains of his or her Lot and taking all such further steps as may be necessary or required so as not to interfere with the peaceful enjoyment of a person lawfully on another Lot or the Common Property.

3.4 Guests leaving after 11.00 pm must be requested by their hosts to leave quietly. Quietness shall also be observed when an Owner or Occupier returns to the building late at night or during early morning hours.

4. CAUSING A NUISANCE

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

4.1.1 causes a nuisance or hazard;

4.1.2 interferes unreasonably with the use or enjoyment of another Lot; or

4.1.3 interferes unreasonably with the use or enjoyment of the Common Property by a person who is lawfully on the Common Property.

4.2 An Owner or Occupier of a Lot must take all reasonable steps to ensure that his or her invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the Owners or Occupiers of another Lot or of any person lawfully using Common Property.

4.3 If an Owner or Occupier wishes to use the Recreation Facilities or an area of Common Property for the holding of a gathering or function, then the Owner or Occupier must first obtain written approval of the Committee to hold such function. The approval will regulate the use of the Common Property and the Owner or Occupier will indemnify the Body Corporate with respect to any nuisance caused to other invitees to the Scheme Land and/or any damage to Scheme Land. The use of the Recreation Facilities must not cause a breach of the By-Laws and/or any nuisance or noise to other Invitees to the Scheme Land.

4.4 An Owner or Occupier must not:

4.4.1 permit any of their invitees to behave in a manner reasonably likely to interfere with the peaceful enjoyment of any person lawfully on another Lot or the Common Property;

4.4.2 use a Lot or Common Property for any purpose which is illegal, or which may damage the reputation of the Scheme or Body Corporate;

4.4.3 create noise likely to interfere with the peaceful enjoyment or amenity of any person lawfully on another Lot or the Common Property; and

4.4.4 obstruct the use of the Common Property by another person.

5. COMMUNICATION WITH COMMITTEE

5.1 Owners and Occupiers must communicate with the Committee and the Body Corporate Manager, as appointed from time to time, in a reasonable manner and not in any way which may become an annoyance or a nuisance to any Committee member and/or Body Corporate Manager.

5.2 In addition to By-law 5.1 hereof, communication from an Owner or Occupier to any Committee member and/or Body Corporate Manager must be courteous, inoffensive, reasonable, respectful, constructive and the like.

5.3 The Committee is authorised by this By-law to draft communication rules which must be adhered to as if the communication rules were recorded in this CMS and By-law, and further, that the communication rules may be enforced by the Committee and/or Body Corporate under this By-law pursuant to the dispute resolution provisions of the Act.

5.4 Owners and Occupiers shall ensure that their communication with the Committee are sent in accordance with the following:

5.4.1 written communication shall only be sent by pre-paid post or email at the address of the Body Corporate Manager. Accordingly, no email may be sent to the Committee personally unless the Committee or Body Corporate Manager invites this mode of written communication;

5.4.2 a maximum of one piece of written communication may be sent per week, unless the Committee or Body Corporate Manager invites additional written communication;

5.4.3 any item of written communication shall be limited to a maximum of 2 pages in length containing a maximum of 1,000 words;

5.4.4 verbal communications shall only be made by telephone to the Body Corporate Manager unless the Committee expressly invites verbal communication;

5.4.5 written and verbal communication with the Committee or Body Corporate Manager must at all times be courteous and not abusive or offensive;

5.4.6 the Body Corporate Manager and Committee are permitted to disregard any communications that it reasonably considers fails to comply with the above requirements;

5.4.7 the Body Corporate Manager and Committee are not required to acknowledge receipt of any written communication; and

5.4.8 the Body Corporate Manager and Committee must act reasonable in determining whether any communication requires a response, including considering whether the communication repeats matter addressed in previous communications.

6. VEHICLES

6.1 The Owner or Occupier of a Lot must not, without the Committee's prior written approval, park, stand, repair or store a Vehicle on the Common Property or permit an invitee to park, stand, repair or store a Vehicle on the Common Property in breach of this By-law:

6.1.1 an approval under this By-law must state the period for which it is given; and

6.1.2 the Committee may withdraw an approval granted under this By-law on the giving of 24 hours' notice.

6.2 A Vehicle includes caravan, campervan, motor home, boat, trailer, jet ski and other like Vehicles.

6.3 A Vehicle weighing more than three (3) tonnes is not permitted on the Scheme Land, except for the purposes of furniture removal in or out of the Body Corporate.

6.4 The Owner or Occupier of Lot must not park a Vehicle on Common Property or in the visitor car parks if that Vehicle does not hold a current registration certificate.

6.5 If an Owner or Occupier has more than one Vehicle, then the Owner or Occupier must not use the Common Property to park any other Vehicles.

6.6 There are 23 visitor car parking spaces within the Scheme Land and shall be used by genuine invitees and visitors to the Scheme Land only.

6.7 The Committee (from time to time) is permitted by the By-laws to regulate the use of the 23 visitor car parking spaces.

6.8 An Owner or Occupier of a Lot shall ensure that their invitees use the visitor car parking spaces only for its intended purpose of casual parking within the rules set from time to time by the Committee, which rules shall provide that areas of casual parking shall not be used for more than 24 consecutive hours (i.e., a single overnight stay).

6.9 For the safety of all persons on Scheme Land, the speed limit for Vehicles on Scheme Land is ten (10) km.

6.10 If an Owner, Occupier or invitee allows a Vehicle to be parked in a manner which is in contravention of this By-law, then such Vehicle may be towed by the Body Corporate (at the direction of the Committee) and such costs will be the responsibility of the owner of the Vehicle.

6.11 For the purpose of this By-law, the Committee may enter into an appropriate Agreement with a towing company (contractor) to provide a Vehicle towing service.

6.12 The Committee may authorise the erection of appropriate signage on the Common Property to advise all drivers of Vehicles on to Scheme Land of the regulation of unlawful parking on Common Property.

No washing of cars in exclusive use car parking areas

6.13 Each Owner is allocated an exclusive use car parking space pursuant to By-law 26.

6.14 Owners and Occupiers must not use their allocated exclusive use car parking space to wash a Vehicle.

No storage in Common Property car parking spaces

6.15 Owners, Occupiers and Invitees must not store any items and/or articles within the car parking spaces in the basement.

6.16 Owners and Occupiers each have an obligation to keep all areas of Common Property in a clean and tidy condition and such areas includes the basement car park.

7. WASH BAY

7.1 A wash bay is situated upon Common Property (at the front of the building).

7.2 The cleanliness and tidiness of the wash bay is monitored by the Committee and the Caretaker.

7.3 Owners and Occupiers are able to obtain the car wash access key to the wash bay from the Caretaker.

7.4 Owners and Occupiers may pre-book the car wash bay with the Caretaker via the reception desk.

7.5 Owners and Occupiers are permitted to use the wash bay, which is available for use 24 hours a day, 7 days a week.

7.6 Such persons using the wash bay may use the bay for up to a maximum of 60 minutes per Vehicle and must not do or permit to be done in the wash bay area any act or thing which shall or may become an annoyance, nuisance or grievance to other invitees to the building.

7.7 If Owners, Occupiers or invitees park a Vehicle in breach of By-law 6, then such Vehicle may be towed by the Body Corporate in accordance with By-law 6.

8. OBSTRUCTION

The Occupier of a Lot must not obstruct the lawful use of the Common Property by someone else.

9. DAMAGE TO LAWNS ETC.

9.1 The Occupier of a Lot must not, without the Body Corporate's written approval:

9.1.1 damage a lawn, garden, tree, shrub, plant or flower on the Common Property; or

9.1.2 use a part of the Common Property as a garden.

9.2 An approval under clause 9.1 must state the period for which it is given.

9.3 However, the Body Corporate may cancel the approval by giving 7 days written notice to the Occupier.

10. DAMAGE TO COMMON PROPERTY

10.1 An Occupier of a Lot must not, without the body corporate's written approval, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the Common Property.

10.2 However, an Occupier may install a locking or safety device to protect the Lot against intruders, or a screen to prevent entry of animals or insects, if the device or screen is soundly built and is consistent with the colour, style and materials of the building.

10.3 The Owner of a Lot must keep a device installed under subsection 10.2 in good order and repair.

11. LEAVING OF RUBBISH ETC. ON THE COMMON PROPERTY

11.1 An Owner, Occupier or their invitee must not leave rubbish or other materials on the Common Property in a way or place likely to interfere with the enjoyment of the Common Property by someone else.

11.2 An Owner or Occupier of a Lot must take reasonable steps to ensure that no objects of any description are thrown or allowed to fall from the balcony or windows of their Lot.

11.3 An Owner or Occupier of a Lot must not store, deposit or throw upon the Common Property, including without limitation any foyer or stairway any materials, furniture, furnishings, rubble, rubbish, dirt, dust or other material.

11.4 Each Owner, Occupier and invitee must take reasonable steps to keep clean the Common Property which includes the driveways, parking areas, garden, stairs and bins.

12. APPEARANCE OF LOT

12.1 The Owner or Occupier of a Lot must not, without the Committee's prior written approval, make a change to the external appearance of the Lot or the building including (without limitation) installing upon the Lot or the building any curtains, venetian blinds, vertical blinds, shutters, window coverings or tinting, external awnings, blinds or other fixture.

12.2 The Owner or Occupier of a Lot must not, without the Committee's prior written approval, make a change to the external appearance of the Lot or the building including the installation of security doors, screens, shutters and fly screens.

12.3 Approval will be given by the Committee and not unreasonably withheld if the requested installation is consistent with the colour (neutral), design, style and amenity of the building.

12.4 The Owner or Occupier of a Lot must not:

12.4.1 hang clothing, washing, bedding, rugs, mats, towels or any other article from or on the windows or balconies of the Lot or on the outside of the building; or

12.4.2 display a sign, advertisement, placard, banner, pamphlet or similar article if the article is visible from another Lot or the Common Property, or from outside the Scheme Land.

12.5 The Owner of a Lot is permitted to erect a real estate agent's sign on the Common Property for the purpose of 'open home' inspections only subject to the Owner of a Lot obtaining the prior written approval of the Committee. Such real estate agent's sign erected on Common Property must be removed by the Owner or the Owner's agent by the end of the day that the 'open home' inspection was held.

12.6 The Occupier of a Lot must not, without the body corporate's written approval, make a change to the external appearance of the Lot unless the change is minor and does not detract from the amenity of the Lot and its surrounds.

13. STORAGE OF FLAMMABLE MATERIALS

13.1 The Occupier of a Lot must not, without the body corporate's written approval, store a flammable substance on the Common Property.

13.2 The Occupier of a Lot must not, without the body corporate's written approval, store a flammable substance on the Lot unless the substance is used or intended for use for domestic purposes.

13.3 However, this section does not apply to the storage of fuel in:

13.3.1 the fuel tank of a Vehicle, boat, or internal combustion engine; or

13.3.2 a tank kept on a Vehicle or boat in which the fuel is stored under the requirements of the law regulating the storage of flammable liquid.

14. GARBAGE DISPOSAL

14.1 The Occupier of a Lot must keep a garbage receptacle in a clean and dry condition and adequately covered within their Lot.

14.2 Within the building, there is a disposal chute on each floor of the building which each Occupier must keep in a clean and tidy condition.

14.3 The Body Corporate supplies this disposal chute to ensure that Occupiers within the building dispose of refuse and garbage in an appropriate manner.

14.4 The disposal chute is situated in each foyer of the building.

14.5 The use of the garbage disposal chute is permitted by Occupiers within the Body Corporate, but its use shall be limited to the disposal of kitchen waste and general refuse of a size which will not become stuck with in the garbage disposal chute.

14.6 The Occupier must ensure that such kitchen waste does not smell.

14.7 If the kitchen waste is noxious smelling or not general kitchen waste, then the Occupier must place such waste into the local council rubbish bin situated in the basement (e.g., old seafood shells/kitty litter, nappies).

14.8 The Occupier must ensure that such kitchen waste and general refuse is double bagged to ensure no leaking or spills of garbage once the refuse is placed in the chute by the Occupier.

14.9 If the kitchen waste and general refuse is large in size or heavy in weight, then the Occupier must place this kitchen waste and general refuse into the local council rubbish bin situated in the basement.

14.10 The Occupier must ensure that any recyclables are placed in appropriate containers provided by the Body Corporate in the basement.

14.11 In addition to the use of the garbage chute, the Occupier of a Lot must:

14.11.1 dispose of all other forms of rubbish in the bins in the basement;

14.11.2 deposit old papers and unwanted mail in the recycle bin in the basement;

14.11.3 not beat or shake any carpet, mat, cloth or other article over any balcony or through any window or door; and

14.11.4 not throw or otherwise dispose of any liquid or waste water upon or over any balcony or through any balcony drainage pipes.

14.12 Any cost for cleaning or repair caused by a breach of this By-law shall be paid for by the Occupier and/or Owner of the Lot.

14.13 All Owners, Occupiers and their invitees must:

14.13.1 comply with all local government local laws and ordinances relating to the disposal of garbage within the building; and

14.13.2 ensure that the health, hygiene and comfort of all Owners, Occupiers and their invitees to the building are not adversely affected by his or her disposal of garbage.

14.14 Unless the Body Corporate provides some other way of garbage disposal, the Occupier of a Lot must keep a receptacle for garbage in a clean and dry condition and adequately covered on the Lot, or on a part of the Common Property designated by the body corporate for the purpose.

14.15 The Occupier of a Lot must: -

14.15.1 comply with all local government local laws about disposal of garbage;

14.15.2 ensure that the Occupier does not, in disposing of garbage, adversely affect the health, hygiene or comfort of the Occupiers of other Lots;

14.15.3 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; and

14.15.4 comply with any reasonable directions issued by the Body Corporate in relation to the proper and efficient use of any garbage chute.

14.16 The Committee is empowered to make rules for the use of any garbage chute. These rules may be revoked by a resolution of the Body Corporate in general meeting. If the rules are inconsistent with the By-laws, then the By-laws shall prevail.

15. KEEPING OF ANIMALS

15.1 Subject to the Act, the Occupier of a Lot must not, without the Body Corporate's written approval:

15.1.1 bring or keep an animal on to the Lot or the Common Property; or

15.1.2 permit an invitee to bring or keep an animal on the Lot or the Common Property.

15.2 An Application must be submitted with a photograph, veterinary certificate and Council Registration (if applicable) before bringing the animal onto the Scheme Land.

15.3 The following minimum conditions will apply to all applications:

15.3.1 where an applicant is not the Owner of the Lot, the written confirmation of the Lot Owner is required stating that they do not object to the applicant keeping the stated animal within the Lot;

15.3.2 the animal must not traverse upon the Common Property except if in the company of a human person and only for the purpose of ingress to and egress from the complex and can only ingress and egress via Level 1 rear door only;

15.3.3 the animal must be carried, or kept leashed, at all times it is upon the Common Property;

15.3.4 any fouling by the animal on Common Property or the Lot must be cleaned up immediately;

15.3.5 the animal is not to make any unreasonable noise, or otherwise cause a nuisance, that interferes unreasonably with any person's use or enjoyment of another Lot or Common Property;

15.3.6 you indemnify the Body Corporate from all claims arising out of the animal being kept in the Lot or upon Common Property;

15.3.7 this consent applies only to the animal that is identified in the subject application;

15.3.8 the animal is prohibited from all Recreational Facilities within the scheme;

15.3.9 waste must be disposed of in a way that does not cause noxious odours or otherwise contaminate any part of the Scheme Land;

15.3.10 the animal must be kept clean, immunized and treated for worms, ticks and fleas;

15.3.11 the Body Corporate is able to ask for updated veterinary certificates at any time; and these must be supplied within the specified time as outlined in the Body Corporate's request;

15.3.12 approval is for the animal in this application only and no replacement pet is permitted without a new application being made.

15.4 Additional conditions may be imposed by the Body Corporate Committee as needed.

15.5 By bringing the animal into the scheme it is deemed that you agree to all conditions applied to the approval.

15.6 If any consent conditions are breached, or if complaints are received from other residents about disturbance from the animal, this consent may be withdrawn upon giving such notice as is reasonable in the circumstances.

16. USE OF LOTS

Except for the Caretaker's Unit, a Lot shall only be used as a residence. No Lot is to be used 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 Scheme Land.

17. ALTERATIONS AND RENOVATIONS TO LOTS

17.1 Subject to an Owner or Occupier for a Lot obtaining the prior written approval of the Committee, the Owner or Occupier of a Lot may make any alterations or renovations to a Lot including, but not limited to, structural alterations (including alterations to gas, water, electrical installation, tiling of balconies) or install hard flooring or air conditioners ("Works").

17.2 The Owner or Occupier of a Lot must not alter the Common Property by installing intercom, television and/or data infrastructure without the prior written approval of the Committee.

17.3 The Owner or Occupier of a Lot must lodge a written request for approval with the Committee at least 4 weeks prior to the proposed commencement date of the Works and the Works must not commence until the Owner or Occupier has received written approval from the Committee.

17.4 In order for the Committee to consider its approval pursuant to this By-law, the Owner or Occupier must provide to the Committee the following:

17.4.1 list (details) of proposed Works that can remain on the records of the Body Corporate as evidence of what was applied for and was approved;

17.4.2 if the Works involve structural alterations, installations of wind breaks and/or major changes to plumbing or the repositioning of water or waste pipes penetrating the floor slab, certified drawings by a qualified structural engineer or plumber;

17.4.3 copies of any other relevant approvals that are required by legislation and/or the by-laws (including local council approval);

17.4.4 details of who is proposed to carry out the Works;

17.4.5 if Works are to be undertaken by a contractor or Owner builder, evidence that the relevant contractor or Owner builder holds the required license and appropriate insurance to conduct the Works;

17.4.6 dates when the Works are proposed to be commenced and completed;

17.4.7 evidence of public liability insurance;

17.4.8 if the request is lodged by the Occupier of a Lot, written confirmation that the Owner of the Lot consents to the Works; and

17.4.9 anything else reasonably required by the Committee to enable it to make its decision.

17.5 The Committee must consider the following when making its decision pursuant to this By-law:

17.5.1 whether the proposed Works are in harmony with the architectural design of the Body Corporate, the existing landscaping and other aspects of existing improvements of the building, Common Property and the Scheme Land and whether the proposed works will affect these aspects;

17.5.2 whether all building and fire regulations are observed; and

17.5.3 whether all matters outlined within this By-law have been complied with.

17.6 If the Committee refuses to approve the Works, the Committee must give reasons to the relevant Owner or Occupier including information as to any changes to the Works required in order for the Owner or Occupier to obtain approval.

17.7 If the Committee consents to the Works, the Committee may grant the approval on reasonable conditions considering the factors outlined in this By-law and the Owner or Occupier must comply with all reasonable conditions imposed by the Committee.

17.8 Undertaking the Works:

17.8.1 if asbestos is located during the renovation or alternation to the Lot, then an asbestos report must be obtained by the Owner or Occupier;

17.8.2 if the Works require a Form 15 or Form 16 certification for fire, plumbing, electrical, balustrading or any other part of the Works require certification, then the Owner or Occupier must provide a copy of all such certificates to the Committee within 14 days of completion of the Works;

17.8.3 all floor covering replacements in a Lot must be sound insulated and, without limitation, the Owner or Occupier must conduct the Works in accordance within the reasonable conditions of the Committee and if such Works include installing hard flooring, the following applies:

17.8.3.1 acoustic amenity in this Building is important to Lot Owners;

17.8.3.2 the acoustic amenity for any hard flooring in the Building must have a LnT,w rating which is less than 62dB, which represents a 3 to 4 star standard under the AAAC Guidelines for Apartment and Townhouse Acoustic Rating (reference: Australian Acoustical Consultant – www.aaac.org.au);

17.8.3.3 the Owner must submit to the Committee a report confirming that the sound transmission assessment has a LnT,w rating which is less than 62dB, such report to be supplied by either an acoustic engineer or a manufacturer's undertaking (to the satisfaction of the Committee) (i.e., the LnT,w rating is a single number quantity used to characterise the impact sound insulation of floors based on a laboratory measurement of LnT);

17.8.3.4 the selection of sound proofing material to be used under any type of hard flooring must be at least 5 mm in thickness; and

17.8.3.5 within 14 days of completion of the Works the Owner or Occupier must provide the Committee with evidence the flooring meets the standards specified in this By-laws;

17.8.3.6 after installation of hard flooring, felt pads are to be placed on the underside of legs of chairs, tables and all other moveable furniture.

17.8.4 balcony floor tiling and the interior walls of balconies can only be replaced or repainted (as applicable) with colours and materials which are identical or substantially similar to the colours and materials that currently exist on the building. If new tiling is to be laid on balconies, the old tiling must first be removed so the weight on the balcony floor does not become excessive and to maintain the height between the balcony floor and the top of the handrails so that building safety codes are observed. Upon removing the old tiles (and if applicable old waterproofing membrane) a new waterproof membrane must be applied and the new tiles with sufficient expansion joints and caulking to all joints, laid over the new waterproofing membrane;

17.8.5 the machine cutting of tiles, aluminium sheeting or extrusion, or metallic, stone, marble or composite materials is not permitted on Common Property and only on balcony areas in a fully enclosed vacuum tent;

17.8.6 the Work may only be carried out between the hours of 9.00 am and 4.30 pm Monday to Friday and at any other times as authorised in writing by the Committee (upon the request of the

Owner or Occupier to the Committee) and the Committee (in its reasonable discretion) will determine if Work may be carried out on a Saturday and/or Sunday or during the public and/or school holidays;

17.8.7 if the Works will result in noise, the Owner or Occupier must give the Committee 48 hours' notice; and

17.8.8 if there is specific work creating excessive noise, such as jack hammering, the Owners require 48 hours' notice of the intention to carry out such work and a notice must be posted in writing on all notice boards by the Owner or Occupier, in order that all Lot Owners and Occupiers can be advised.

17.9 The Owners are to ensure that all trade Vehicles are parked in the designated car parks for that Lot;

17.10 The Owners are to provide contractors with entry keys and/or fobs as necessary and ensure that full security measures are adopted and kept in place including ensuring that all keys and fobs are returned to the Owner or Occupier on completions of work;

17.11 All access for trades persons and materials must be by the basement.

17.12 There is no access through the ground floor lobby and the following conditions apply to access and the removal of rubbish created by the Works:

17.12.1 prior to commencement of works the Owner and Caretaker are to conduct an inspection of the basement lobby and lift to note existing damage. Further damage caused during the Works is to be repaired at the Owner or Occupier's expense;

17.12.2 lift protection during the course of the Works will be provided by the Caretaker;

17.12.3 in order to provide maximum service to occupants of the building during the Works, the lift should be used to deliver materials to the relevant floor and then immediately returned to normal service;

17.12.4 rubbish and spillage in lifts is to be removed immediately otherwise a lift cleaning fee will be charged;

17.12.5 contractors' rubbish is to be removed from the building and not placed in the Body Corporate bins, rubbish chutes or Common Property;

17.12.6 all calls out costs for the fire services or lift contractors caused by the Works are to be charged to the Owner or Occupier;

17.12.7 contractors are not to have radios playing loudly or have breaks, meals or smoke on Common Property;

17.12.8 all Works are to be carried out in a clean and efficient manner;

17.12.9 the Common Property foyer is to be protectively covered from the lift to the unit door at all times, when Works are being performed;

17.12.10 the foyer and lift must be cleaned immediately after use each day;

17.12.11 the foyer, fire stairs or any other Common Property area (including but not limited to Owner or Occupier car parks or exclusive use areas) are not to be used to store materials, undertake Works or store rubbish associated with the Works;

17.12.12 all waste must be removed by the contractor, Owner or Occupier and not placed in the refuse system;

17.12.13 contractors' rubbish skips can be placed where directed by the Caretaker but must not be left over weekends; and

17.12.14 Body Corporate shopping trolleys are not to be used by contractors, Owners or Occupiers to transport tools and equipment or materials.

17.13 No person shall use the Common Property power anywhere in the building for private reasons except as permitted by the Committee in writing.

17.14 No external light fittings shall be replaced without the written approval of the Committee.

17.15 Doors from the Lots into the foyer on each level are the subject of strict fire regulations and must not be altered in any way whatsoever, including but not limited to changes to the locking mechanism, removal of

closes, trimming the doors etc. If such alterations occur, the Owner will be responsible for the cost of repairing or replacement of the door to the relevant fire regulation standards.

17.16 If an Owner or Occupier fails to comply with a condition as specified by the Committee or the regulation specified in this By-law, then the Owner or Occupier must, at its own expense, remove the offending part of the Works from the Lot upon receiving written notice from the Committee to do so.

18. MAINTENANCE OF LOTS

18.1 Each Occupier shall ensure that his Lot is kept and maintained so as not to be offensive in appearance to other Lot Owners through the accumulation of excess rubbish or otherwise. In particular, and without limitation, an Owner or Occupier of a Lot shall ensure that the eradication of pests is carried out on the Lot on a regular basis.

18.2 Where an Owner or Occupier of a Lot has not maintained the Lot in accordance with these By-laws, 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.

18.3 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.

18.4 The Occupier of a Lot with a planter box on the balcony must ensure that the plants in the planter box are maintained in a healthy state. Such Occupiers must water and fertilise plants regularly to keep the plants in the planter box in a healthy state, subject to any applicable lawful restrictions. Plants must be pruned in a way recommended by the Body Corporate Committee from time to time to keep a consistent appearance for the exterior of the building. The plants in the planter boxes must not be removed unless they die, are not healthy in appearance or they jeopardise or are likely to jeopardise the structural integrity of the planter box. Plants in the planter boxes must be replaced with a plant or species of plant approved by the Body Corporate Committee from time to time. The Body Corporate Committee and the Caretaker are authorised to inspect the balcony and planter boxes from time to time upon giving reasonable notice to the Occupier. The Occupier shall make arrangements to allow access to the Caretaker and/or the Body Corporate Committee for inspection of the planter boxes. If an Occupier fails to comply with this By-law and the Body Corporate must take remedial action, the costs of the remedial action must be by the relevant Owner and Occupier.

19. USE OF RECREATIONAL FACILITIES

Hours of Use

19.1 The following restrictions apply to the Recreation Facilities: -

19.1.1 the gymnasium may only be used between the hours of 5.00 am and 9.30 pm;

19.1.2 the indoor lap pool may only be used between the hours of 6.00 am to 9.30 pm,

19.1.3 the outdoor lap pool, sauna, steam room, spa, residents video theatre/meeting and tennis court may only be used from 7.00 am to 9.30 pm;

19.1.4 the barbeque areas may only be used for barbeques and social purposes between 7.00 am and 9.30 pm;

19.2 The Body Corporate authorises the Caretaker to conduct a booking system for the use of the Recreational Facilities.

19.3 The Committee has in its discretion identified appropriate regulations for the Recreational Facilities and these notifications are prominently displayed around the Common Property.

Use of Swimming Pools

19.4 In relation to the swimming pool and adjacent areas, an Owner, Occupier and their invitees must ensure:

19.4.1 children under the age of 13 years are not to use the swimming pool unless accompanied by an adult exercising effective control;

19.4.2 invitees do not use the swimming pool unless accompanied by an Owner or Occupier, or unless they have obtained the prior consent of the Caretaker;

19.4.3 food and drink are not to be consumed in the swimming pool;

19.4.4 glassware of any type is not to be taken in or around the area;

19.4.5 caution is exercised around the area at all times;

19.4.6 no person causes a nuisance to any other person lawfully using the swimming pool or surrounding area; and

19.4.7 an Owner or Occupier shall not exit the indoor or outdoor pool area or enter the lobby area unless that person has taken reasonable steps to dry themselves so that water is not transferred from the indoor/outdoor pool area or brought into the lobby.

19.5 The Committee has in its discretion identified appropriate regulations for the pool and surrounding areas and these notifications are prominently displayed around the Common Property.

Maintenance of Swimming Pool

19.6 An Owner, Occupier or their invitee must 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 swimming pool.

Use of The Gymnasium

19.7 Notwithstanding any By-law to the contrary, the following By-law applies to the use of the gymnasium by Owners, Occupiers and their invitees:

19.7.1 the gymnasium may only be used between the hours of 5.00 am and 9.30 pm;

19.7.2 children below the age of sixteen (16) may not use the gymnasium;

19.7.3 an invitee of an Owner or Occupier must be supervised at all times during the use of the gymnasium by the Owner or Occupier;

19.7.4 enclosed footwear must be worn at all times. Thongs, sandals, or other open footwear must not be worn in the gymnasium;

19.7.5 weights must not be thrown or dropped onto the ground as the noise reverberates throughout the building and creates a disturbance to persons residing in Units located near the gymnasium. The gymnasium and the equipment have been provided by the Body Corporate for use by persons familiar and trained on the use of the equipment. The users must exercise caution in the use of the equipment and do so at their own risk;

19.7.6 if while using the equipment in the gymnasium you become aware that a piece of equipment is faulty or in need of repair it is your obligation to report it immediately to the Caretaker or in their absence a member of the Committee;

19.7.7 during the use of equipment, a towel must be used at all times and once equipment has been finished with it must be placed back in its original state (i.e.: free weights placed back in their receptacles and machinery wiped down clean ready for the next user);

19.7.8 if during the use of equipment, the equipment becomes damaged, that damage must be reported by the user immediately to the Caretaker or a member of the Committee to help safe guard the safety of other users of the gymnasium;

19.7.9 only equipment owned by the Body Corporate for Sierra Grand CTS 38268 may be used within the gymnasium and it must be used in accordance with the guidelines as set out from time to time, with due care, in accordance with the manufacturer's instructions and the user shall indemnify the Body Corporate against all claims, damage or injury resulting from the use of that equipment;

19.7.10 alcoholic beverages are not to be taken to or consumed in or around the gymnasium and the gymnasium is otherwise not to be used in a manner which impacts on the peace and enjoyment of other persons.

Use of the Level 25 Outdoor Area

19.8 The Committee is developing the Level 25 outdoor area into a valuable asset for the Owners and Occupiers of the building.

19.9 However, the following conditions will apply to Owners and Occupiers regarding their access to the Level 25 outdoor area:

19.9.1 no more than fifteen (15) persons at a time can access this area unless the prior written consent of the Body Corporate is obtained from the Owners or the Occupier;

19.9.2 the area may only be used between the hours of 7.00 am and 9.00 pm;

19.9.3 the area must be left in a clean and tidy state after use;

19.9.4 noise must always be kept to a minimum while persons are using this area; and

19.9.5 an Owner or Occupier must always be in the company of their guests (i.e.. invitees to the building).

19.10 If an Owner or Occupier seeks permanent access to the Level 25 outdoor area, then such Owners or Occupiers must make an application and notify the Caretaker requesting permanent access to be programmed on to the individuals security fob.

19.11 The Committee will keep a registry of who has permanent access to the Level 25 outdoor area.

19.12 If an Owner or Occupier seeks to "one-off" or temporary access to the Level 25 outdoor area (i.e.. for an social event), then the Owner or Occupier must notify and seek such access from the Caretaker (via front office reception).

20. 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. An Occupier using facilities or taps on Common Property shall ensure that taps 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.

21. 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.

22. FLOW METERS AND EQUIPMENT

22.1 Occupiers shall not interfere with any flow meter or other device used to measure hot water consumed in their Lot or on Common Property.

22.2 Any faults in flow meters or other devices should be reported by Occupiers to the Body Corporate through the Caretaker.

23. SUPPLY OF HOT WATER

23.1 If hot water is supplied through a central hot water system to the Lots and Common Property ("the Utility Service"), the Body Corporate may include in its levy notices an amount for energy costs for the central hot water system based on hot water usage. The Body Corporate may discontinue the supply of hot water to a Lot where payment for hot water is not received by the due date and the Body Corporate has allowed a reasonable amount of time for notice to the Occupier of the Lot that the service will be discontinued.

23.2 All enquiries regarding connection, disconnection and charges shall be directed to the Body Corporate Manager (or other person nominated by the Committee). Occupiers shall follow the directions of the Body Corporate Manager (or other person nominated by the Committee) with respect to the supply and use of the Utility Service provided that the directions must be consistent with this By-law and the Terms of Supply.

23.3 The Committee may make rules with respect to the supply of the Utility Service provided they are consistent with this By-law and the Act.

23.4 The Body Corporate will not, under any circumstances whatsoever, be responsible or liable for any loss, cost or damages that occur to any Occupier or anyone who relies upon the supply of the hot water because of failure of the supply of the hot water due to breakdowns, repairs, maintenance, strikes, accidents or causes of any class or description.

23.5 All Occupiers shall ensure that any hot water installation in their Lot is maintained free of any defect which is likely to cause damage. Subject to the Act, the Body Corporate shall be entitled to enter a Lot to inspect any hot water installations.

23.6 For the purposes of ensuring the efficient and constant supply of the hot water to the Lots during any limitation in the supply of the hot water, the Body Corporate may impose restrictions in such a manner and to such an extent as it considers necessary.

23.7 The Body Corporate is not responsible for the accuracy or correct operation of any meter for the hot water for a Lot, other than its obligations under the Act. Owners shall ensure that no person associated with the occupation of their Lot interferes with any meter or equipment used for the supply or measure of supply of the hot water to a Lot. Where a fault is reported to the Body Corporate the Body Corporate must take steps as soon as reasonably practical to investigate the fault and have it remedied.

23.8 An invoice or notice will have been validly given to an Owner if the invoice or notice is sent to the last known address for the Owner known to the Body Corporate.

24. SECURITY

24.1 The Body Corporate may arrange and operate a security system to monitor the Common Property.

24.2 The Committee:

24.2.1 is responsible for control of the security system;

24.2.2 may employ servants, agents or contractors to operate the system.

24.3 The security arrangements may, at the discretion of the Body Corporate including without limitation the following:

24.3.1 the issue of security access cards or data keys upon conditions, including payment of a deposit;

24.3.2 the right (upon complaint) to remove any person from the Common Property or to refuse admission to any person it considers is likely to be a nuisance or a security risk;

24.3.3 the right to enter upon any part of the Scheme Land for the purposes of maintaining security;

24.3.4 the right of admission to any person subject to limits on the time of use and the parts of the Common Property that may be used or the manner of use and the right to revoke that right of admission at any time on reasonable grounds;

24.3.5 that parts of the Common Property be secured against entry by unauthorised persons; and

24.3.6 that security patrols, locks and other security devices or procedures are used to implement or operate it.

24.4 The Body Corporate is not liable for injury to or death of a person or loss of or damage to property (whether in Common Property or a Lot) arising because: -

24.4.1 the security system is not operating; and

24.4.2 the security system fails to operate as intended.

24.5 A drunken, idle or disorderly person found in or upon the Common Property may be summarily ejected and removed from the Scheme Land by a security officer or a member of the police force.

24.6 The Body Corporate may install and maintain a video security system and Owners, and Occupiers consent to the collection of video images and data for security reasons. The Body Corporate may provide video footage and information to the Committee, the Caretaker or any relevant authority for the purposes of security for the building.

25. EXCLUSIVE USE - STORAGE AREAS

25.1 This exclusive use By-law authorises the Original Owner, or an agent of the Original Owner, to allocate parts of the Common Property to which this exclusive use By-law shall apply ("an authorised allocation"). The parts of the Common Property to be allocated under this exclusive use By-law shall be allocated for the purposes of storage.

25.2 This By-law may attach to a Lot on the basis of an authorised allocation. The Occupier of the Lot for the time being to which this By-law attaches, shall have exclusive use to the rights and enjoyment of the area of Common Property allocated by way of an authorised allocation, the details of which have been given to the Body Corporate by the Original Owner or an agent of the Original Owner.

25.3 The details of the areas of Common Property over which exclusive use has been granted and the applicable Lot are recorded in Schedule E and defined on a plan attached to this Community Management Statement.

25.4 The Occupier with the right to the exclusive use area shall comply with the terms of any By-law restricting the storage of flammable liquids, gases or other materials with respect to the storage space.

25.5 The Owner of the Lot shall be responsible for keeping the exclusive use storage space clean and in a neat and tidy condition and shall be responsible for the maintenance, operating costs and upkeep of the exclusive use storage space area and any locker, cage or enclosure on the storage space.

25.6 The Body Corporate, the Caretaker and each of their respective employees, agents and contractors may, with or without notice to an Occupier, enter upon such exclusive use storage space area (or part thereof) for the purpose of inspecting the same or for carrying out works or effecting repairs and maintenance to the Building, the Common Property, the Lot or an adjoining Lot, including but not limited to, carrying out works or effecting repairs and maintenance on mains, pipes, wires or connections of any utility service or utility infrastructure.

25.7 The Original Owner or the Original Owner's agent (whichever authorised the allocation) may revoke the allocation, but only with the written consent of the Lot Owner with the benefit of the allocation.

25.8 The Owner of the Lot with the right to an exclusive use storage space area may install a locking device to secure the storage space. However, the Body Corporate, the Caretaker or their agents may access the storage space area in the event of an emergency.

26. EXCLUSIVE USE - CAR PARKS

26.1 This exclusive use By-law authorises the Original Owner, or an agent of the Original Owner, to allocate parts of the Common Property to which this exclusive use By-law shall apply ("an authorised allocation"). The parts of the Common Property to be allocated under this exclusive use By-law shall be allocated for the purposes of car parking.

26.2 The details of the areas of Common Property over which exclusive use has been granted and the applicable Lot are recorded in Schedule E and defined on a plan attached to this Community Management Statement.

26.3 Each Owner shall be responsible for keeping their exclusive use car space clean from litter, residues marks and oil. The Body Corporate shall remain responsible for the maintenance, operating costs and upkeep of the exclusive use areas however each Owner shall be responsible for the maintenance, operating costs and upkeep of any improvements erected on the exclusive use area for the benefit of the Occupier of the Lot such as storage cages, roller doors, opening mechanisms and locking devices.

26.4 The Body Corporate, the Caretaker and each of their respective employees, agents and contractors may, with or without notice to an Occupier, enter upon such exclusive use area (or part thereof) for the purpose of inspecting the same or for carrying out works or effecting repairs and maintenance to the Building, the Common Property, the Lot or an adjoining Lot, including but not limited to, carrying out works or effecting repairs and maintenance on mains, pipes, wires or connections of any utility service or utility infrastructure.

26.5 The Owner of a Lot with the right to an exclusive use area under this By-law that has sufficient space for storage, may install a locking device cage or cupboard to secure the storage space provided the style, colour and design are approved by the Committee. However, the Body Corporate, the Caretaker or their agents may access the storage space area in the event of an emergency.

27. PABX CABLING

27.1 Should the Caretaker provide a PABX System for the Scheme, then insofar as may be reasonably necessary to facilitate operation of the PABX System, the Owner and Occupier of the Caretaker's Unit shall have the special right to be entitled to run cabling and wiring associated with the system across Common Property provided this is attended to and maintained in the manner satisfactory to the Committee and the PABX System equipment and wiring remains the property of the Caretaker.

27.2 The Occupier of the Caretaker's Unit shall be responsible for the maintenance and operating costs of the PABX System and wiring.

27.3 The PABX equipment and wiring for the PABX System on Common Property and Lots upon establishment of the Community Titles Scheme is the property of the Caretaker and does not become Common Property.

27.4 The Owner or Occupier of the Caretaker's Unit will have the authority to access Lots to repair, maintain or remove any of its equipment located in a Lot that is part of the PABX System telephone facility or the pay television audio-visual facility. Reasonable notice must be given to anyone in occupation of such Lot.

27.5 The Body Corporate cannot limit the right of the Occupier of the Caretaker's Unit or the Owner of the Caretaker's Unit from deriving income from providing a PABX System to Owners and Occupiers in the building.

28. MANAGEMENT/LETTING UNIT

28.1 Lot 201 or such other Lot as nominated by the Caretaker to the Body Corporate in writing from time to time ("the Caretaker's Unit") may be used for:

28.1.1 residential purposes;

28.1.2 management of the Scheme Land;

28.1.3 for the letting of Lots in the Scheme Land on behalf of Owners;

28.1.4 the provision of such services as the Body Corporate may from time to time determine to occupants of Lots in the Scheme Land;

28.1.5 laundry services;

28.1.6 storage and back of house;

28.1.7 the sale of Lots in Scheme Land; and

28.1.8 any other lawful use.

28.2 Without derogating from the previous sub-clause, the Body Corporate has the power (and it is a function of the Body Corporate) to agree not to allow any person or corporation other than the Owner or Occupier of the Caretaker's Unit to use any part of or all the Common Property to carry out or to directly or indirectly engage or be connected with the business of management of the Scheme Land and/or of the letting of Lots within the Scheme Land and/or the providing of any of the services referred to in this by-law.

29. POWER TO ENTER INTO AGREEMENTS

29.1 It is a function of the Body Corporate to enter into agreements or arrangements in relation to the following:

29.1.1 an agreement with a letting agent that the letting agent has the exclusive right to carry out a Letting Service as defined in By-law 28 from the Scheme Land;

29.1.2 an agreement with an energy provider to provide equipment for a central reticulated hot water supply;

29.1.3 an agreement with the Caretaker and the Owner of the commercial Lot under the BMS to engage the Caretaker to carry out caretaking duties and/or administrative duties in relation to shared areas and shared facilities as well as other obligations of the Body Corporate under the BMS; and

29.1.4 central electricity bulk supply agreement.

29.2 The Body Corporate has the power to enter into agreements such as those referred to in By-law 29.1.

30. SPECIAL RIGHT - RECEPTION AREA

30.1 This By-law attaches to the Caretaker's Unit. The Occupier of the Caretaker's Unit from time to time shall have the special right for itself and its invitees to set down luggage and have people congregate in front of its reception desk for an area five metres extending out from the reception desk into the lobby area.

30.2 The Body Corporate will continue to be responsible to carry out its duties pursuant to the Act in respect of any Common Property for which a special right is granted under this By-law.

31. SPECIAL RIGHT - ALCOHOL

31.1 This By-law attaches to the Caretaker's Unit. The Occupier of the Caretaker's Unit from time to time has the exclusive special right to use the Common Property to deliver alcoholic drinks to Occupiers in the building provided all relevant licensing laws are complied with.

31.2 The Body Corporate agrees to consent to any application required for the Occupier of the Caretaker's Unit to lawfully exercise its rights under this By-law and to not unreasonably withhold its consent to any request to a transfer of a liquor licence held by the Occupier of the Caretaker's Unit.

31.3 To the extent the Body Corporate can do so, the Body Corporate agrees not to allow any other person the right to use the Common Property for the purposes of supplying alcoholic drinks to Owners and Occupiers.

31.4 The Body Corporate will continue to be responsible to carry out its duties pursuant to the Act in respect of any Common Property for which a special right is granted under this By-law.

32. SPECIAL RIGHT - SIGNS

32.1 This By-law attaches to the Caretaker's Unit. The Occupier of the Caretaker's Unit from time to time has the special right to erect signs in the lobby, porte cochere, elevators and car park of the Scheme provided they are not distasteful and within the general architectural scheme of the Building. The Occupier of the Caretaker's Unit may include its brand name or mark on such signage.

32.2 No other Owner has the right to erect signage on the Common Property without the consent of the Occupier of the Caretaker's Unit.

32.3 The Body Corporate will continue to be responsible to carry out its duties pursuant to the Act in respect of any Common Property for which a special right is granted under this By-law; however, the Occupier of the Caretaker's Unit must ensure that signage is kept in good condition and will replace signage where it is in need of repair.

33. BMS

33.1 Owners and Occupiers shall obey the terms and conditions of the Building Management Statement to which the Body Corporate is a party.

33.2 If the Body Corporate agrees to amend the Building Management Statement, an Owner or mortgagee with a certificate of title for a Lot must promptly deliver up the certificate of title to facilitate registration of the amendment of the Building Management Statement.

34. RECOVERY OF MONIES

If a person breaches the Act or these By-laws and the Body Corporate spends money to rectify any damage caused by the breach, then the Body Corporate will be entitled to recover the amount spent as a liquidated debt from the Owner or Occupier of the relevant Lot at the time the breach occurred.

35. RECOVERY OF COSTS

35.1 An Owner must pay on demand the whole of the Body Corporate's costs and expenses (including solicitor and own client costs plus any GST properly chargeable in respect of those costs and expenses) in connection with:

35.1.1 recovering levies or monies payable to the Body Corporate pursuant to the Act or these By-laws duly levied upon the Owner by the Body Corporate, or otherwise pursuant to these By-laws;

35.1.2 all legal or other proceedings concluded by way of settlement or Court determination in favour of the Body Corporate taken by or against the Owner or Occupier of a Lot.

35.2 The amount of any such costs shall be deemed to be a liquidated debt due by the Owner to the Body Corporate.

35.3 If the Owner fails to pay any such costs upon demand, the Body Corporate:

35.3.1 may take action for the recovery of those costs in a Court of competent jurisdiction, and/or

35.3.2 enter such costs and expenses against the levy account of the Owner.

35.4 In this By-law, references to an Owner shall be deemed to include a reference to a mortgagee in possession of any Owner's Lot.

35.5 The Body Corporate may include any costs payable to it under this By-law on any certificate issued in respect of the Lot under the Act, including but not limited to a notation of unpaid insurance premiums, telephone charges and excess water charges.

36. AIR-CONDITIONING UNITS

The Owner of the Lot is responsible for maintaining the air-conditioning plant that is installed on the Common Property that relates only to supplying utility services to the Lot. The Owner must maintain the air-conditioning plant in good order and condition.

37. FIRE ALARM SYSTEM

37.1 An Occupier or Owner must not (and must ensure that a guest or invitee of the Owner or Occupier does not) carelessly, negligently or without reasonable grounds for doing so activate the fire alarm system (including room alarms, corridor manual call points, fire hoses, extinguishers and sprinkler systems).

37.2 If a person breaches By-law 37.1 and the Body Corporate spends or incurs money as a result of the breach of By-law 37.1, then the Body Corporate will be entitled to recover the amount spent as a liquidated debt from the Owner or Occupier of the relevant Lot at the time the breach occurred.

38. USE OF LIFTS

38.1 An Owner or Occupier must not (and must ensure that no guest or invitee of the Owner or Occupier does not) overload or use the lifts in a manner that could not reasonably be considered to be the reasonable use of the lift equipment.

38.2 If a person breaches By-law 38.1 and the Body Corporate spends or incurs money as a result of the breach of By-law 38.1 then the Body Corporate will be entitled to recover the amount spent as a liquidated debt from the Owner or Occupier of the relevant Lot at the time the breach occurred.

39. SMOKING NOT ALLOWED

Smoking is prohibited at, in or on Common Property including but not limited to Recreation Facility, hallways, lifts, lobbies and other areas that form part of the Common Property of the Scheme.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

Statutory Easements

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

2. (a) easement for lateral or subjacent support under Section 115N of the *Land Title Act 1994*;

(b) easement for utility services and utility infrastructure in accordance with Section 115O of the *Land Title Act 1994*;

(c) easement for utility services and utility infrastructure in accordance with Section 115P of the *Land Title Act 1994*;

(d) easement for shelter in accordance with Section 115Q of the *Land Title Act 1994*;

(e) easement for projections in accordance with Section 115R of the *Land Title Act 1994*;

(f) easement for maintenance of building close to boundary in accordance with Section 115S of the *Land Title Act 1994*.

Service Location Diagrams

Service Location Diagrams will (if any) be included with this CMS when the services have been located and constructed in the Common Property.

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

EXCLUSIVE USE AREAS (REFER TO PLAN A & PLAN B)

Lot	Area	Purpose
Lot 201	126 & 127	Car Park
Lot 301	146 & 150	Car Park
Lot 302	302	Car Park
Lot 303	1	Car Park
Lot 304	128	Car Park
Lot 305	129	Car Park
Lot 306	304 & 306	Car Park
Lot 401	144 & 145	Car Park
Lot 402	130	Car Park

Lot	Area	Purpose
Lot 403	141	Car Park
Lot 404	298	Car Park
Lot 405	163	Car Park
Lot 406	142 & 143	Car Park
Lot 501	135 & 136	Car Park
Lot 502	166	Car Park
Lot 503	125	Car Park
Lot 504	271	Car Park
Lot 505	332	Car Park
Lot 506	133 & 134	Car Park
Lot 601	139 & 140	Car Park
Lot 602	95	Car Park
Lot 603	94	Car Park
Lot 604	93	Car Park
Lot 605	92	Car Park
Lot 606	137 & 138	Car Park
Lot 607	91	Car Park
Lot 608	90	Car Park
Lot 609	89	Car Park
Lot 610	88	Car Park
Lot 701	307 & 308	Car Park
Lot 702	87	Car Park
Lot 703	86	Car Park
Lot 704	85	Car Park
Lot 705	84	Car Park
Lot 706	303 & 305	Car Park
Lot 707	83	Car Park
Lot 708	82	Car Park
Lot 709	81	Car Park
Lot 710	80	Car Park
Lot 801	172 & 198	Car Park
Lot 802	79	Car Park
Lot 803	78	Car Park
Lot 804	58	Car Park
Lot 805	59	Car Park
Lot 806	173 & 196	Car Park
Lot 807	60	Car Park
Lot 808	61	Car Park
Lot 809	62	Car Park
Lot 810	63	Car Park
Lot 901	155 & 156	Car Park
Lot 902	64	Car Park
Lot 903	241	Car Park

Lot	Area	Purpose
Lot 904	20	Car Park
Lot 905	67	Car Park
Lot 906	148 & 149	Car Park
Lot 907	68	Car Park
Lot 908	69	Car Park
Lot 909	70	Car Park
Lot 910	71	Car Park
Lot 1001	315 & 316	Car Park
Lot 1002	72	Car Park
Lot 1003	73	Car Park
Lot 1004	74	Car Park
Lot 1005	75	Car Park
Lot 1006	157 & 158	Car Park
Lot 1007	76	Car Park
Lot 1008	77	Car Park
Lot 1009	98	Car Park
Lot 1010	99	Car Park
Lot 1101	121 & 122	Car Pack
Lot 1102	100	Car Park
Lot 1103	101	Car Park
Lot 1104	102	Car Park
Lot 1105	103	Car Park
Lot 1106	123 & 124	Car Park
Lot 1107	104 & 104a	Car Park
Lot 1108	105 & 105a	Car Park
Lot 1109	106	Car Park
Lot 1110	107	Car Park
Lot 1201	279 & 280	Car Park
Lot 1202	108	Car Park
Lot 1203	109	Car Park
Lot 1204	110	Car Park
Lot 1205	111	Car Park
Lot 1206	119 & 120	Car Park
Lot 1207	112	Car Park
Lot 1208	33	Car Park
Lot 1209	29	Car Park
Lot 1210	30	Car Park
Lot 1301	96 & 97	Car Park
Lot 1302	31	Car Park
Lot 1303	28	Car Park
Lot 1304	32	Car Park
Lot 1305	34	Car Park
Lot 1306	115 & 116	Car Park

Lot	Area	Purpose
Lot 1307	35	Car Park
Lot 1308	36	Car Park
Lot 1309	37	Car Park
Lot 1310	38	Car Park
Lot 1401	311 &312	Car Park
Lot 1402	39	Car Park
Lot 1403	40	Car Park
Lot 1404	41	Car Park
Lot 1405	42	Car Park
Lot 1406	309 & 310	Car Park
Lot 1407	43	Car Park
Lot 1408	44	Car Park
Lot 1409	45	Car Park
Lot 1410	46	Car Park
Lot 1501	117 & 118	Car Park
Lot 1502	47	Car Park
Lot 1503	48	Car Park
Lot 1504	49	Car Park
Lot 1505	50	Car Park
Lot 1506	313 & 314	Car Park
Lot 1507	51	Car Park
Lot 1508	52	Car Park
Lot 1509	53	Car Park
Lot 1510	54	Car Park
Lot 1601	243 & 244	Car Park
Lot 1602	55	Car Park
Lot 1603	56	Car Park
Lot 1604	57	Car Park
Lot 1605	27	Car Park
Lot 1606	317 & 318	Car Park
Lot 1607	26	Car Park
Lot 1608	25	Car Park
Lot 1609	24	Car Park
Lot 1610	23	Car Park
Lot 1701	328 & 329	Car Park
Lot 1702	22	Car Park
Lot 1703	21	Car Park
Lot 1704	65 & 66	Car Park
Lot 1705	19	Car Park
Lot 1706	330 & 331	Car Park
Lot 1707	18	Car Park
Lot 1708	17	Car Park
Lot 1709	16	Car Park

Lot	Area	Purpose
Lot 1710	15	Car Park
Lot 1801	277 & 278	Car Park
Lot 1802	14	Car Park
Lot 1803	162	Car Park
Lot 1804	161	Car Park
Lot 1805	152	Car Park
Lot 1806	321 & 322	Car Park
Lot 1807	151	Car Park
Lot 1808	131	Car Park
Lot 1809	132 & 132a	Car Park
Lot 1810	242	Car Park
Lot 1901	273 & 274	Car Park
Lot 1902	147	Car Park
Lot 1903	240	Car Park
Lot 1904	239	Car Park
Lot 1905	320	Car Park
Lot 1906	275 & 276	Car Park
Lot 1907	262	Car Park
Lot 1908	339	Car Park
Lot 1909	169	Car Park
Lot 1910	170	Car Park
Lot 2001	326 & 327	Car Park
Lot 2002	197	Car Park
Lot 2003	113	Car Park
Lot 2004	199	Car Park
Lot 2005	200	Car Park
Lot 2006	153 & 154	Car Park
Lot 2007	201	Car Park
Lot 2008	202	Car Park
Lot 2009	203	Car Park
Lot 2010	204	Car Park
Lot 2101	4 & 5	Car Park
Lot 2102	205	Car Park
Lot 2103	206	Car Park
Lot 2104	207	Car Park
Lot 2105	208	Car Park
Lot 2106	2&3	Car Park
Lot 2107	209	Car Park
Lot 2108	210	Car Park
Lot 2109	211	Car Park
Lot 2110	212	Car Park
Lot 2201	8 & 9	Car Park
Lot 2202	213	Car Park

Lot	Area	Purpose
Lot 2203	214	Car Park
Lot 2204	215	Car Park
Lot 2205	216	Car Park
Lot 2206	233 & 234	Car Park
Lot 2207	217	Car Park
Lot 2208	218	Car Park
Lot 2209	219	Car Park
Lot 2210	220	Car Park
Lot 2301	12 & 13	Car Park
Lot 2302	221	Car Park
Lot 2303	222	Car Park
Lot 2304	223	Car Park
Lot 2305	224	Car Park
Lot 2306	10 & 11	Car Park
Lot 2307	225	Car Park
Lot 2308	226	Car Park
Lot 2309	171	Car Park
Lot 2310	297	Car Park
Lot 2401	174 & 195	Car Park
Lot 2402	325	Car Park
Lot 2403	324	Car Park
Lot 2404	323	Car Park
Lot 2405	319 & 319a	Car Park
Lot 2406	193 & 194	Car Park
Lot 2407	160	Car Park
Lot 2408	301	Car Park
Lot 2409	300	Car Park
Lot 2410	299	Car Park
Lot 2501	191 & 192	Car Park
Lot 2502	227	Car Park
Lot 2503	228	Car Park
Lot 2504	229	Car Park
Lot 2505	230	Car Park
Lot 2506	189 & 190	Car Park
Lot 2601	187 & 188	Car Park
Lot 2602	231	Car Park
Lot 2603	232	Car Park
Lot 2604	6	Car Park
Lot 2605	7	Car Park
Lot 2606	185 & 186	Car Park
Lot 2701	183 & 184	Car Park
Lot 2702	235	Car Park
Lot 2703	236	Car Park

Lot	Area	Purpose
Lot 2704	237	Car Park
Lot 2705	238	Car Park
Lot 2706	334 & 335	Car Park
Lot 2801	265 & 266	Car Park
Lot 2802	263 & 264	Car Park
Lot 2803	269 & 270	Car Park
Lot 2804	267 & 268	Car Park
Lot 2901	179 & 180	Car Park
Lot 2902	177 & 178	Car Park
Lot 2903	175 & 176	Car Park
Lot 2904	181 & 182	Car Park
Lot 3001	337 & 338	Car Park
Lot 3002	164 & 165	Car Park
Lot 3003	167 & 168	Car Park
Lot 3004	340 & 341	Car Park

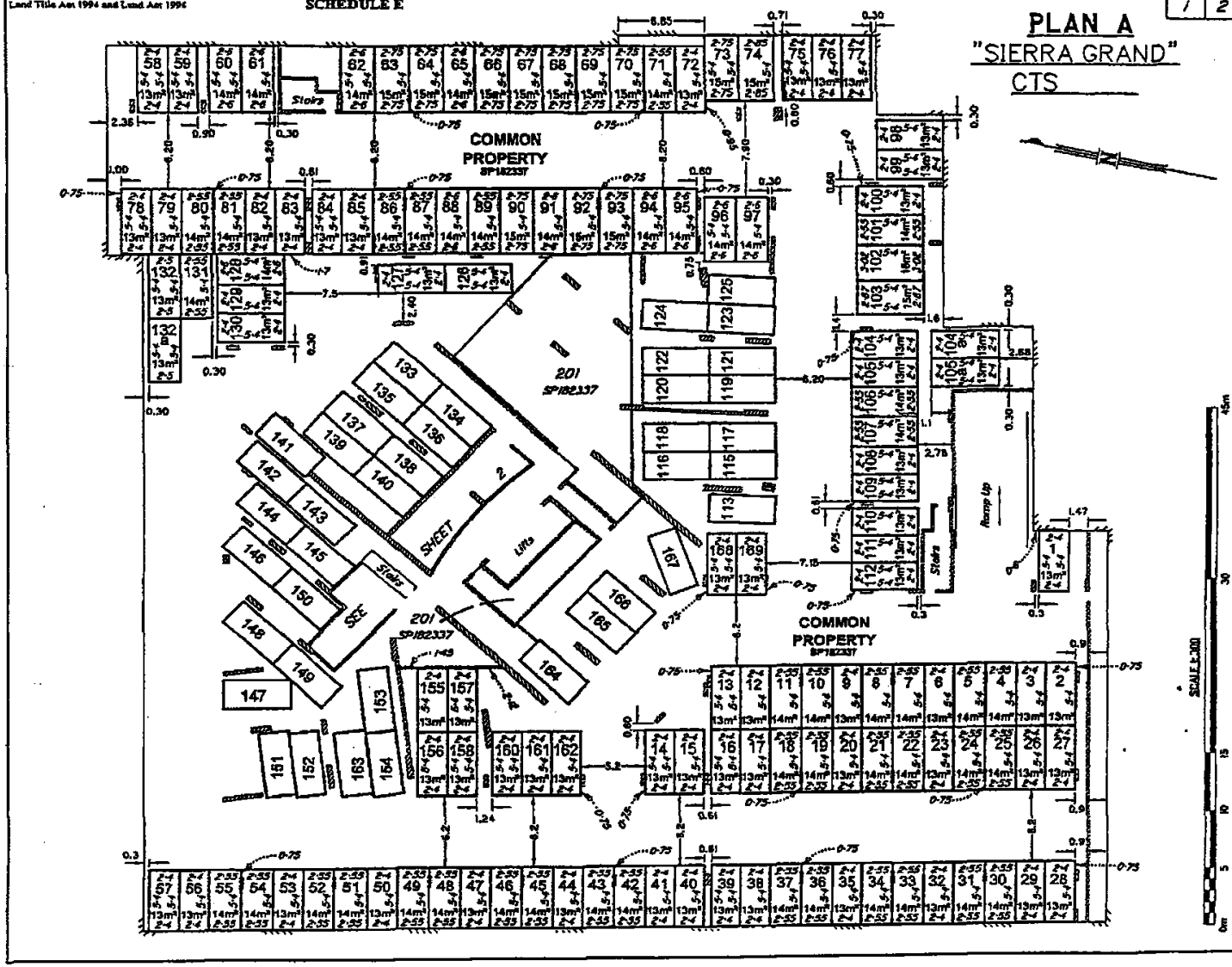
FORM 20 Version 1
Land Title Act 1994 and Land Act 1994

SCHEDULE E

QUEENSLAND LAND REGISTRY

Sheet 1 of 2

PLAN A
"SIERRA GRAND" CTS



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Fax (07) 5574 0202
21 Dreamworld Parkway, Coomera
Ph (07) 5573 6177
Fax (07) 5529 4342

Rev.		Date
A	Update to new Architect Plans	2/5/06
B	Add 104a & 105a & amend layout Nos	20/5/06
C	Add 132a – Delete 114, 159	22/8/06
D	Final issue	20/3/08

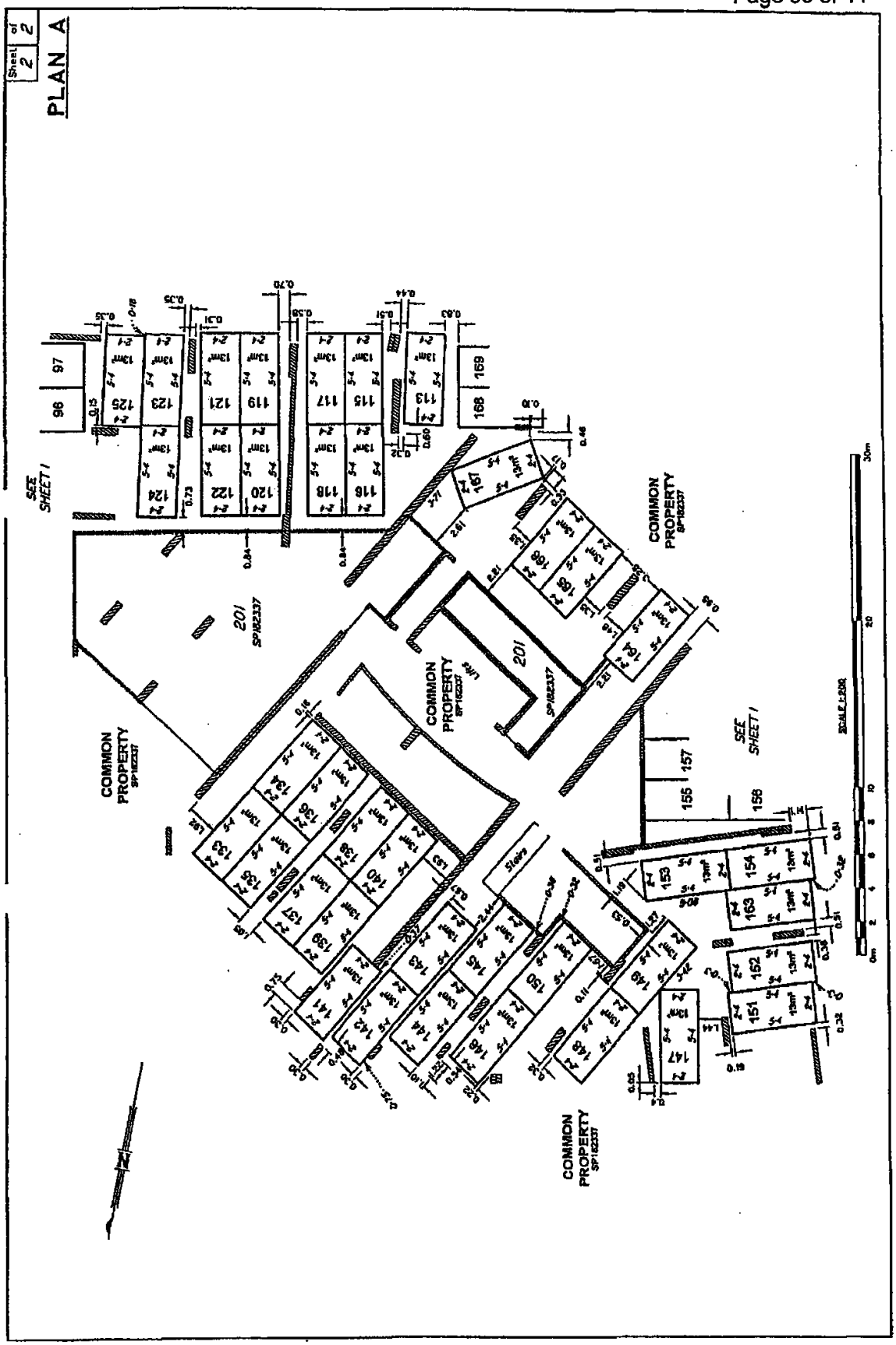
NOTES:
1. Drawn to Scale on A3 sheet
2. Community Titles Scheme . . "SIERRA GRAND" CTS
3. Title Reference . . .
4. Meridian of SP182337
5. denotes face of wall or column
6. denotes internal structural elements being walls and columns

BBH Pty Ltd (ACN 010 427 531) certify that the detail shown on this sketch plan are correct.
Director
Date

TITLE
Plan of Exclusive Use Areas 1-113, 115-158, 160-169, 104a, 105a & 132a
In part of the Common Property in Level A (Lower Basement B3) on SP182337
"SIERRA GRAND" CTS

CLIENT
Amalgamated Property Group

Drawn DC/JSC	Parish GILSTON
Surv'd –	County WARD
Authorised	Job Ref. 05.080.A284
L/Book	Comp File 25080.CC6
Date 16/05/2005	Dwg File 25080EXCI_D
SCALE 1: 300	PLAN No. 2 Rev. D


Sheet 2 of 2
PLAN A
SEE SHEET 1
COMMON PROPERTY SP182337
201 SP182337
Lifts
Stairs
SCALE 1:200
0m 2 4 6 8 10 20 30m

FORM 20 Version 2
Land Title Act 1994, Land Act 1994 and Water Act 2000

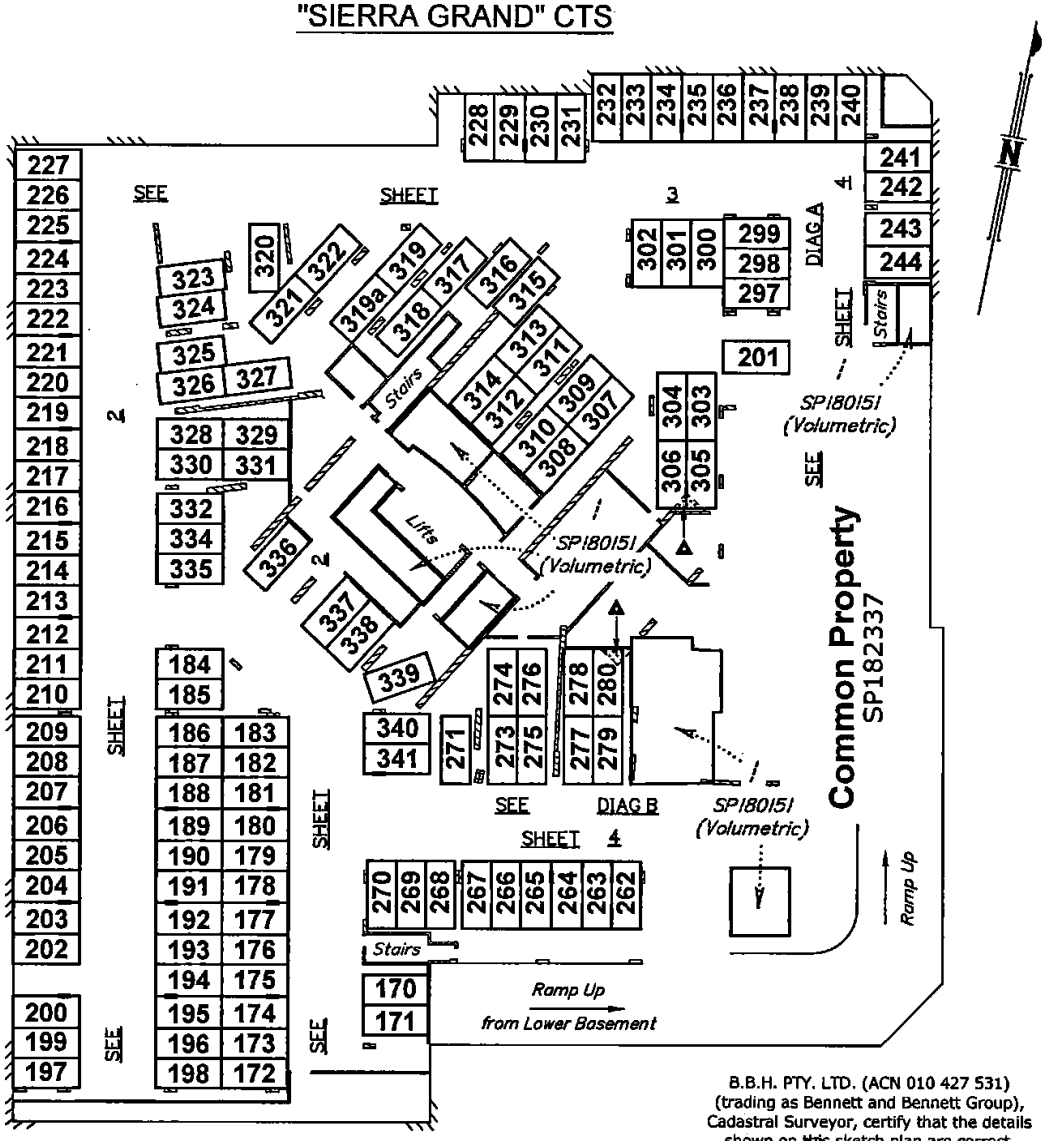
SCHEDULE E

QUEENSLAND LAND REGISTRY

CMS	Sheet 40	of 44
Plan	Sheet /	of 4

PLAN B

"SIERRA GRAND" CTS



B.B.H. PTY. LTD. (ACN 010 427 531)
(trading as Bennett and Bennett Group),
Cadastral Surveyor, certify that the details shown on this sketch plan are correct.

Agent

09/09/2024
Date

Notes:
1. Drawn to scale on A4 sheet.
2. All storage areas are bound by GI wire Mesh fencing and face of wall unless otherwise shown.
3. Services located in exclusive use areas are not covered by exclusive use entitlement.
4. Meridian of SP182337.
5. Revision E: 201 Carpark Update 6/09/2024 (SCO).

Scale 1:500

0m 5 10 15 20 25 30 35 40 45 50

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Title:
Plan of Exclusive Use Areas 170-244, 262-271, 273-280, 297-332, 334-341 & 319a
in part of the Common Property on Level B (Basement Level B2) on SP182337 "SIERRA GRAND" CTS

Client:	AMALGAMATED PROPERTY GROUP		
Locality:	BROADBEACH		
Local Gov:	GCCC	Prepared By:	SCO
Surveyed By:	SF	Approved:	SF
Date Created:	7/09/2024	Scale:	1:500
Comp File:	12108.Project		
Plan No:	12108_001_EXC		

A4

FORM 20 Version 2
Land Title Act 1994, Land Act 1994
and Water Act 2000

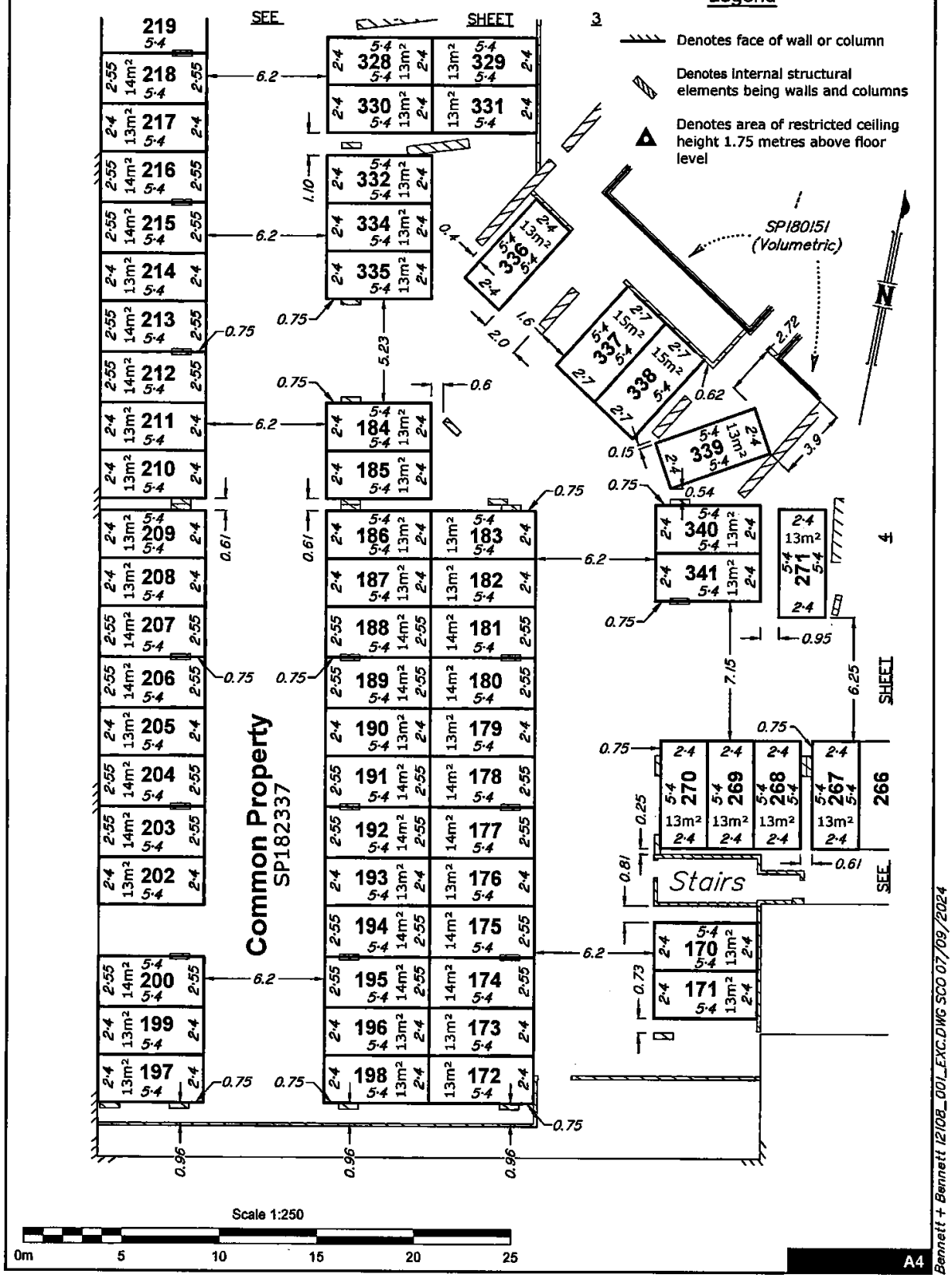
SCHEDULE E

QUEENSLAND LAND REGISTRY

CMS	Sheet	of
	41	44
Plan	Sheet	of
	2	4

PLAN B - EXCLUSIVE USE PLAN

"SIERRA GRAND" CTS



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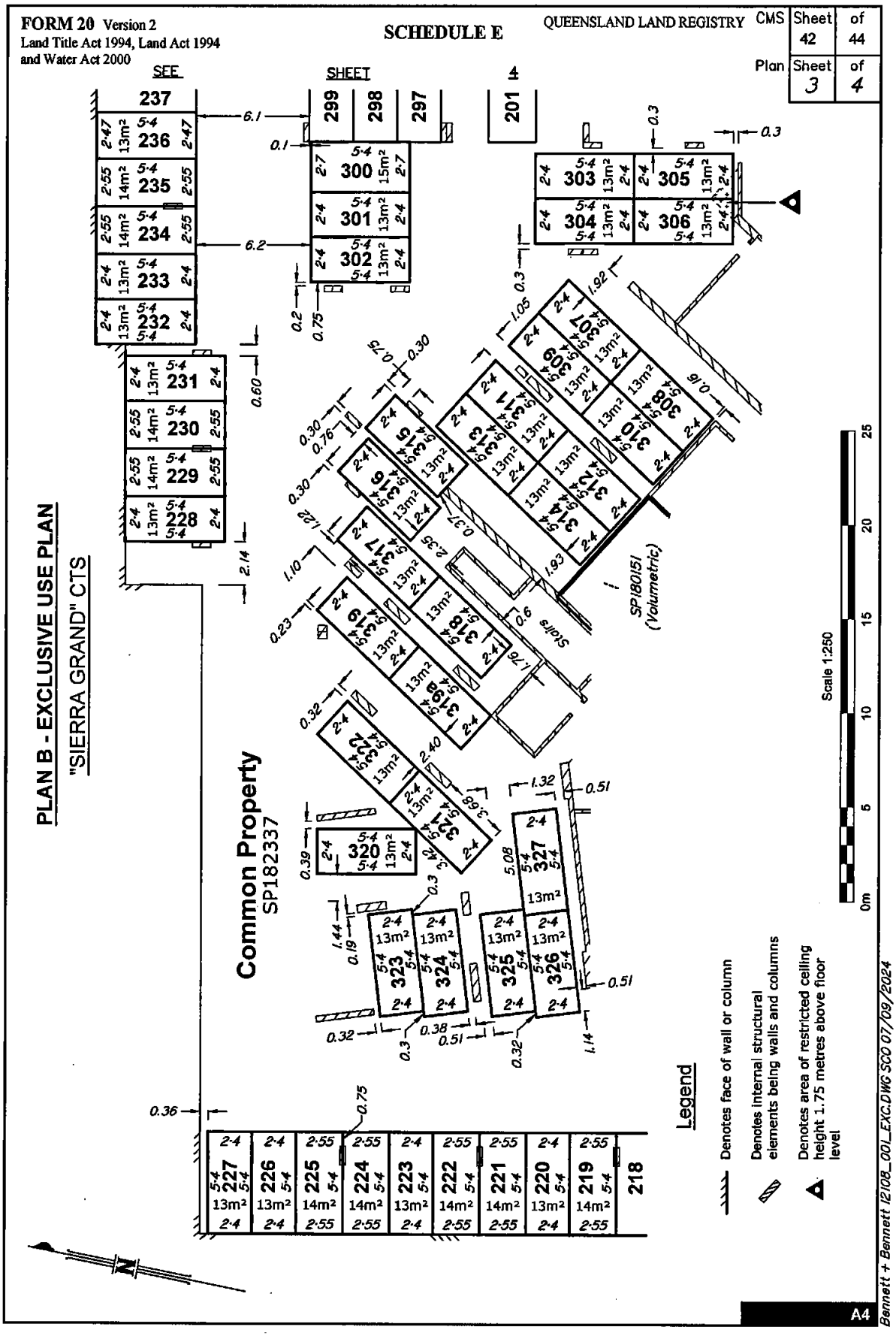
Bennett + Bennett 12108_001_EXC.DWG SCO 07/09/2024


FORM 20 Version 2
Land Title Act 1994, Land Act 1994 and Water Act 2000
SCHEDULE E
QUEENSLAND LAND REGISTRY
CMS Sheet 42 of 44
Plan Sheet 3 of 4
SEE
SHEET
4
PLAN B - EXCLUSIVE USE PLAN
"SIERRA GRAND" CTS
Common Property
SP182337
SP180151 (Volumetric)
Scale 1:250
0m 5 10 15 20 25
Legend
Denotes face of wall or column
Denotes internal structural elements being walls and columns
Denotes area of restricted ceiling height 1.75 metres above floor level
Bennett + Bennett 12108_001_EXC.DWG SCO 07/09/2024
A4

FORM 20 Version 2
Land Title Act 1994, Land Act 1994 and Water Act 2000

SCHEDULE E

QUEENSLAND LAND REGISTRY CMS Sheet 43 of 44
Plan Sheet 4 of 4

PLAN B - EXCLUSIVE USE PLAN

"SIERRA GRAND" CTS

Legend

- Denotes face of wall or column
- Denotes internal structural elements being walls and columns
- Denotes area of restricted ceiling height 1.75 metres above floor level

DIAGRAM A

Scale 1:250

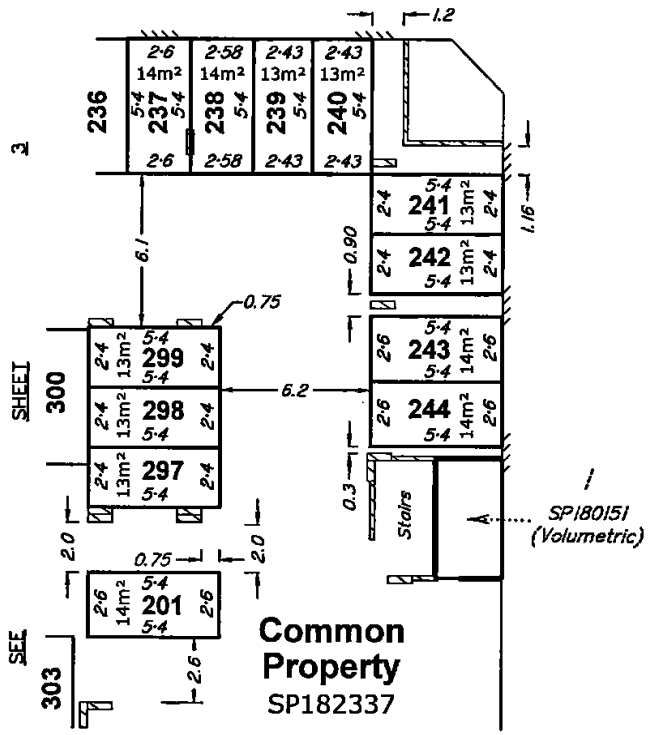
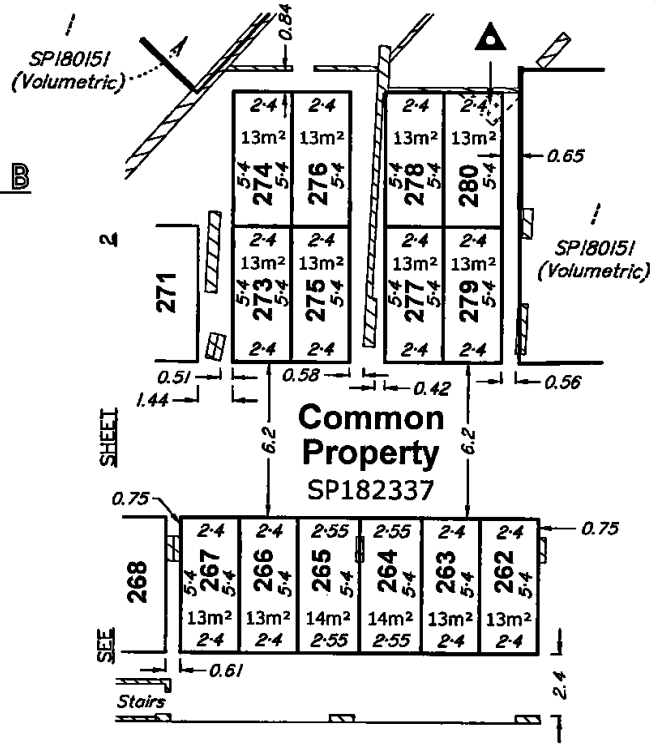


DIAGRAM B

Scale 1:250



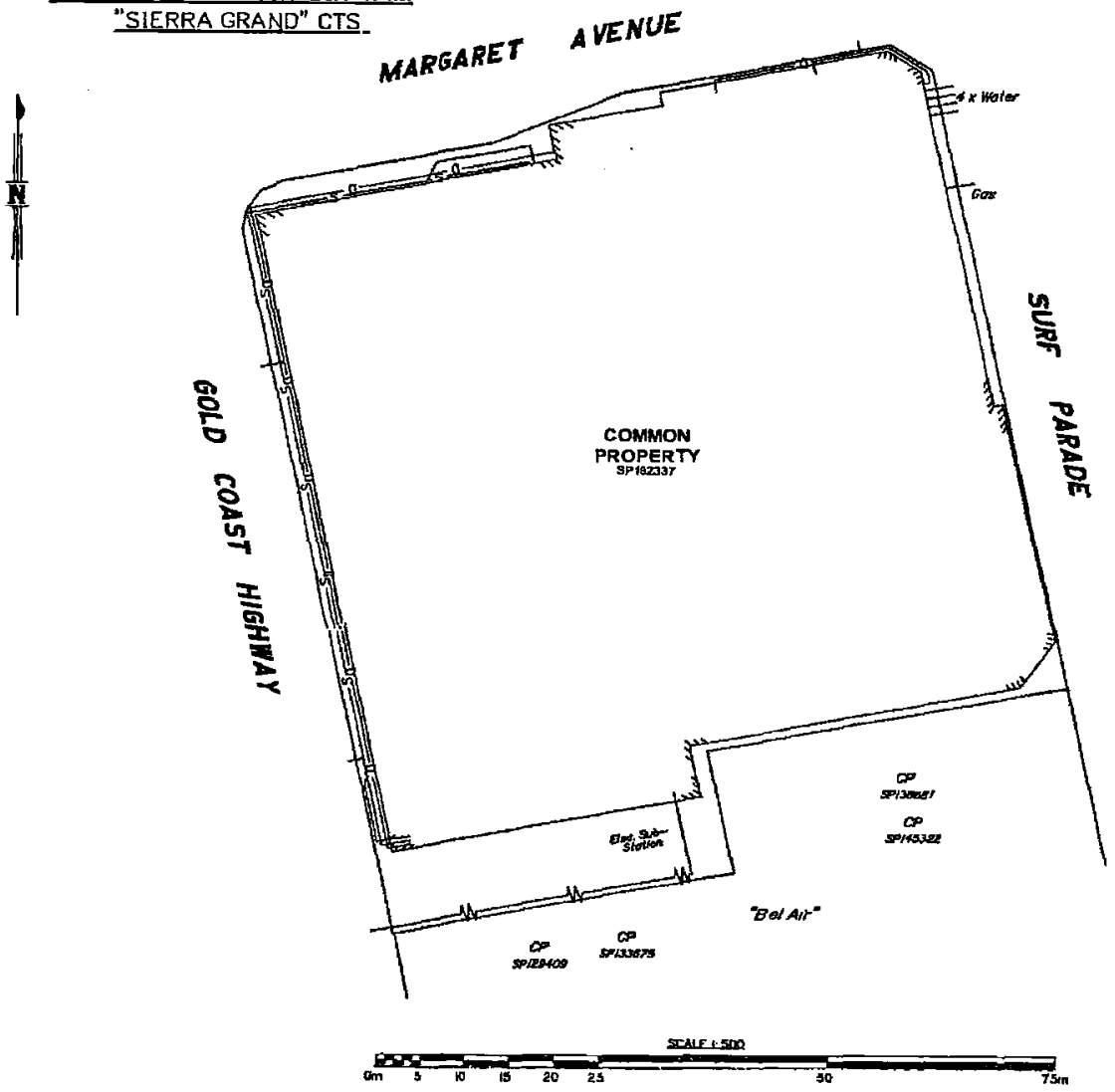
Scale 1:250

0m 5 10 15 20 25

A4

Bennett + Bennett 12108_001_EXC.DWG SCO 07/09/2024

SERVICES LOCATION DIAGRAM
"SIERRA GRAND" CTS



UTILITY SERVICES
LEGEND

- U/G elec & Tele
- S — Sewer
- D — Stormwater
- W — Water

BENNETT + BENNETT
Property Consultants, Surveyors + Town Planners
All mail to: PO Box 9021, GCMC., Qld. 9726
mail@bennettandbennett.com.au
SURVEY A.C.N. 010427531
GOLD COAST OFFICE
86 Upton Street, Bundall
Ph (07) 5574 0733
Fax (07) 5574 0202
BRISBANE OFFICE
Level 3,
490 Upper Edward St
Spring Hill
Ph (07) 3666 7266
Fax (07) 3839 7277
TOOWOOMBA OFFICE
9 Jowett Street,
Toowoomba
Ph (07) 4573 8177
Fax (07) 4573 4343

Rev	Date

NOTES:
1. Drawn to scale on an A3 sheet.
2. Community Titles Scheme, "SIERRA GRAND" CTS.
3. This service location diagram shows the indicative location of utility services within the Common Property external to any building or structures as required by section 86(1) of the BCCM Act.
4. Meridian of SP182337.

TITLE
Services Location Diagram
In part of the Common Property on SP182337
"SIERRA GRAND" CTS

CLIENT
Amalgamated Property Group

Drawn SC	Parish GILSTON
Surv'd	County WARD
Authorised	Job Ref. 05080
L/Book	Comp File 05080.ccx
Date 25/3/08	Dwg File 05080SLD
SCALE 1:500	PLAN No. 9 Rev.

Registration Confirmation Statement

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Lodger Code: EL 028E

Title Reference:	**50713205**
Lodgement No:	6448060
Office:	ELECT LODGEMENT

OKEEFE MAHONEY BENNETT
3/26 LAWSON STREET
SOUTHPORT
QLD 4215

This is the current status of the title as at 10:48 on 30/10/2024

LAND DESCRIPTION

COMMON PROPERTY OF SIERRA GRAND COMMUNITY TITLES SCHEME 38268

COMMUNITY MANAGEMENT STATEMENT 38268

Local Government: GOLD COAST

REGISTERED OWNER

Dealing No: 711544306 02/04/2008

BODY CORPORATE FOR SIERRA GRAND COMMUNITY TITLES SCHEME 38268
THE (NUU) CO PTY LTD
PO BOX 8205
GOLD COAST MAIL CENTRE QLD 9726

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 13580180 (ALLOT 1 SEC 36)
Deed of Grant No. 14525096 (ALLOT 2 SEC 36)
Deed of Grant No. 14525097 (ALLOT 3 SEC 36)
Deed of Grant No. 14525098 (ALLOT 4 SEC 36)
Deed of Grant No. 15166214 (ALLOT 5 SEC 36)
Deed of Grant No. 15166215 (ALLOT 6 SEC 36)
Deed of Grant No. 15166216 (ALLOT 24 SEC 36)
Deed of Grant No. 15166217 (ALLOT 25 SEC 36)
Deed of Grant No. 15166218 (ALLOT 26 SEC 36)
Deed of Grant No. 15166219 (ALLOT 27 SEC 36)
2. BUILDING MANAGEMENT STATEMENT No 711540256 31/03/2008 at 16:39
benefiting and burdening the lot
3. REQUEST FOR NEW CMS No 721369278 22/12/2021 at 12:04
New COMMUNITY MANAGEMENT STATEMENT 38268
ACCOMMODATION MODULE
4. REQUEST FOR NEW CMS No 723609766 18/10/2024 at 12:39
New COMMUNITY MANAGEMENT STATEMENT 38268
ACCOMMODATION MODULE

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

DEALINGS REGISTERED

723609766 NEW CMS 28.10.2024 -02/DK: 2402633

Caution - Charges do not necessarily appear in order of priority

** End of Registration Confirmation Statement **

Registrar of Titles and Registrar of Water Allocations

CARETAKING AGREEMENT – SIERRA GRAND

THIS AGREEMENT is made the 9th day of April 2008.

BETWEEN: **BODY CORPORATE FOR SIERRA GRAND COMMUNITY TITLES SCHEME NO 38268** of C/- Stewart Silver King & Burns (Gold Coast) Pty Ltd, 116-118 Bundall Road, Bundall in the State of Queensland ("the Body Corporate")

AND: **BRK RESORTS PTY LTD ACN 100 016 635** of 64 Ferny Avenue, Surfers Paradise in the State of Queensland ("the Caretaker")

INTRODUCTION:

A. The Body Corporate was established upon creation of Community Titles Scheme No. 38268 and it is the Body Corporate for the Community Titles Scheme.

B. The Body Corporate has the responsibility to administer the Community Titles Scheme and specifically the Common Property for the benefit of all Owners.

C. The Caretaker will carry out certain duties for the Body Corporate in relation to the Common Property.

OPERATIVE PART:

1. TERMS OF APPOINTMENT OF CARETAKER

1.1 Appointment

The Caretaker is engaged as caretaker of the Common Property to carry out the Caretaking Duties.

1.2 Independent Contractor

The Caretaker is an independent service contractor. The Caretaker is not an employee of the Body Corporate.

1.3 Term

The Caretaker is engaged as a service contractor from the Start Date to midnight on the End Date.

1.4 Extension of Term

The End Date referred to in clause 1.3 shall be automatically extended for a period of 10 years unless the Caretaker gives a written notice to the Body Corporate at least 3 months before the End Date requesting that the End Date not be extended.

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1.5 **Second Extension of Term**

If the End Date is extended under clause 1.4, then unless the Caretaker gives a written notice to the Body Corporate at least 3 months before the End Date (extended under clause 1.4) requesting that the End Date not be extended, then the End Date shall be automatically extended for a further period of 5 years.

2. CARETAKING DUTIES

2.1 **Duties Regarding Common Property**

The Caretaker shall attend to the following duties:-

(a) **Cleaning and Maintenance**

As reasonably required:

(i) hose all walkways and access areas and other appropriate parts of the Common Property;

(ii) clean and keep tidy all passages and other appropriate parts of the Common Property, including the removal of cobwebs on a regular basis;

(iii) clear the Common Property drains and gutters;

(iv) mow the Common Property lawns and trim the edges of the lawns;

(v) maintain the Common Property lawns, gardens and shrubs, including watering, fertilising and weeding;

(vi) effect minor repairs and maintenance to the Common Property where the services of a skilled tradesman are not required and where the repairs and maintenance are not covered by other agreements with the Body Corporate;

(vii) clean and maintain any other part of the Common Property that a reasonable Body Corporate would clean and maintain, except for the areas of exclusive use which Owners or Occupiers of Lots must maintain under an exclusive use by-law;

(viii) maintain and clean on a regular basis any of the following on the Common Property:-

- sauna
- the swimming pool
- spa
- fountains
- water features
- indoor pool

(ix) arrange for the repainting and resurfacing of the swimming pool(s) when required at the cost of the Body Corporate;

(x) set out the pool furniture (if any) and return same to a secure location (if provided) at the end of the day;

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(xi) supervise the mulching and top dressing of Common Property gardens at the expense of the Body Corporate;

(xii) collect litter on the Common Property and dispose of the litter;

(xiii) carry out regular cleaning of the gymnasium and the equipment in the gymnasium;

(xiv) to arrange for professional cleaning of carpets and furniture when required and at the expense of the Body Corporate;

(xv) to arrange for regular inspection and testing of gymnasium equipment at the request and at the cost of the Body Corporate;

(xvi) if the Caretaker becomes aware of any air-conditioning equipment on Common Property that is creating excess noise or malfunctioning, the Caretaker is to advise the Body Corporate and the occupier of the lot which is served by the air-conditioning equipment;

(xvii) inspect the garbage chutes on a regular basis and clean the openings and doors on a regular basis so that they are clean and offensive odours are reduced;

(xviii) if requested by the Body Corporate, to instruct occupiers on proper use of the garbage chutes from time to time and the disposal of food scraps especially seafood;

(xix) arrange for professional cleaning of the garbage chutes on a regular basis to reduce offensive smells and arrange for waste bins on Common Property to be emptied and cleaned regularly as well as making industrial waste bins available for collection which includes moving them to a suitable collection point;

(xx) erect, at the request and expense of the Body Corporate directional and safety signage around the Common Property and clean such signage provided that the erection of signage does not require the skills of a tradesperson;

(xxi) regularly replace light globes and tubes for lights on Common Property with globes and tubes supplied by the Body Corporate;

(xxii) treat areas of Common Property that have a special finish with appropriate cleaning methods and polishing except where they require cleaning by a professional or tradesperson;

(xxiii) keep the pool surrounds (both indoor and outdoor), barbeque area, residents theatre room, tennis court and gymnasium in a neat and tidy appearance and to arrange the furniture and equipment neatly in such areas at the beginning of each day;

(xxiv) to vacuum the carpets on the Common Property on a regular basis and treat spills promptly;

(xxv) clean toilets and showers on Common Property regularly so that they are in a hygienic state and restock toilets and showers with paper and soap as appropriate, such items to be supplied by the Body Corporate;

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(xxvi) advise the Body Corporate in relation to any correspondence, reports, enquiries and complaints relating to the Common Property and the management of the Common Property and advise the Body Corporate on such matters;

(xxvii) keep the basement car park clean, tidy and free from litter and clean oil and tyre marks on a regular basis or as directed by the Body Corporate from time to time provided that the Caretaker is not obliged to clean that part of the basement car park which is not on Common Property and that the Body Corporate is not obliged to clean or maintain;

(xxviii) regularly inspect and maintain the tennis court net and tennis court surface and arrange for repair, replacement and maintenance when requested by the Body Corporate;

(xxix) regularly clean the barbeque facilities on Common Property and if necessary to do so on a daily basis in periods of high demand;

(xxx) restock any gas bottles for the barbeque on Common Property from time to time, at the cost of the Body Corporate;

(xxxi) keep a register of bookings for the residents theatre room, gazebo, tennis court and the barbeque areas for occupiers who wish to reserve these areas with consent of the Body Corporate; and

(xxxii) to take bookings for use of the barbeque area, tennis court and residents theatre room and make booking records available for inspection by occupiers at reasonable times when the office is open,

but the Caretaker shall not be obliged to perform a duty referred to above where an Owner or Occupier (other than the Caretaker) is obliged to do so or where the skills or equipment of a specialist tradesperson are required.

(b) **Inspections and Arranging Maintenance**

Take reasonable steps to ensure the correct operation and, if necessary, arrange for expert specialist maintenance at the cost of the Body Corporate, of the following items on the Common Property:-

(i) any waste disposal or compaction system;

(ii) all the Common Property electrical apparatus including lifts, air-conditioning equipment and their motor and operating systems;

(iii) pumps and auxiliary motors;

(iv) all other parts of the Common Property where inspection and/or maintenance is required;

(v) security gates, automatic doors, fire doors, gates and their opening mechanisms;

(vi) swimming pool, spa, fountain pumps and filters (if any);

(vii) stormwater management tank;

(viii) electrical appliances and equipment in the gymnasium, any public telephones and playground equipment;

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(ix) any central water heating system;

(x) exhaust fans;

(xi) gas bottles and barbeque (if any);

(xii) fire control panel, emergency exit signs, fire warning devices and fire fighting equipment; and

(xiii) irrigation systems.

(c) **Arrange Contracts**

Where requested by the Body Corporate, arrange and supervise contracts to be entered into by and at the expense of the Body Corporate for all work of a specialist nature required for services to the Common Property or for work to be carried out to the Common Property including specialist repairs and maintenance of the Common Property, specialist cleaning of any special floor surfaces, cleaning of external windows not easily accessed, and the provision of water, electricity, gas, fuel, telephone, pay television, cabling for data transmission and other necessary services as required by the Body Corporate.

(d) **Supplies**

Arrange all appliances, materials and supplies necessary to carry out the Caretaking Duties and generally maintain the Common Property.

(e) **Reports to Body Corporate**

Promptly and faithfully report and account to the Body Corporate for:

(i) matters requiring repair or creating a hazard or danger that involve expenditure of money in excess of that permitted by the Caretaker;

(ii) use of all Body Corporate funds or other property in carrying out the Caretaking Duties; and

(iii) the Caretaker must keep the Body Corporate informed of any significant development or issue about an activity performed for the Body Corporate.

(f) **By-Laws**

Monitor compliance with the By-laws and advise the Body Corporate of any serious or persistent breaches of the By-laws and report to the Body Corporate if, in the Caretaker's opinion, a notice to remedy on behalf of the Body Corporate to an Occupier in breach of any relevant by-laws is warranted.

(g) **Compliance with Laws**

When requested by the Body Corporate, advise the Body Corporate on practical aspects of compliance with all relevant laws (including fire safety laws) concerning the maintenance and operation of the Common Property and notify the Body Corporate of any lack of compliance of which the Caretaker becomes aware. The Caretaker must have a good working knowledge and understanding of the Act including the code of conduct for caretaking service contractors that is relevant to the Caretaker's obligations and functions under this Agreement.

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(h) **Security**

Take reasonable steps to arrange security contracts and equipment at the expense of the Body Corporate, as required by the Body Corporate for the purposes of keeping order and safeguarding the Development against unlawful entry. The Caretaker shall also regularly inspect security equipment and take reasonable steps to maintain the correct operation of security equipment. Security video and data shall be stored as directed by the Body Corporate and shall be the joint property of the Caretaker and the Body Corporate.

(i) **Office**

The Caretaker must ensure that the Management Office is attended during these hours for caretaking purposes (or otherwise be immediately contactable):-

Monday to Friday	9.00am to 5.00pm
Saturday	9.00am to 12.00pm
Sundays and Public Holidays	The office does not need to be attended however the Manager must be contactable at all other reasonable times if there is an emergency.

(j) **Carparking**

Supervise carparking arrangements in the visitor carpark areas in the Development to the extent the visitor carparks are on Common Property or in shared areas under the BMS for which the Body Corporate is responsible.

(k) **Keys**

Maintain possession of all keys and access devices for any Common Property areas and keys of Owners who provide their keys to the Body Corporate.

(l) **Mail**

Sort in a timely manner, all mail received at the Community Titles Scheme on behalf of Owners and Occupiers of Lots and where parcels or other deliveries are received, advise Owners or Occupiers appropriately that mail is available for collection.

(m) **General**

The Caretaker must exercise reasonable skill, care and diligence in performing the Caretaker's functions under this Agreement. The Caretaker is to carry out the additional duties specified in Schedule 1 and such other reasonable and appropriate tasks requested by the Body Corporate relevant to caretaking of the Common Property.

(n) **Proposed Budget for Fixtures, Fittings and Equipment**

(i) The Body Corporate may request the Caretaker to provide from time to time (and no more frequently than twice a year) a report to the Body Corporate of the equipment, furniture and chattels owned by the Body Corporate (of which the Caretaker is aware) at or around the date specified by the Body Corporate ("a Stocktake").

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(ii) A Stocktake shall itemise all such equipment, furniture and chattels and give a general description of their state of repair and advise whether replacement is needed.

(iii) The Body Corporate shall budget sufficiently to keep such furniture, equipment and chattels in a good state of repair and shall pay for the repair and replacement when required to keep such items in a good state or repair.

2.2 **Staff of Caretaker**

The Caretaking Duties shall be carried out by the Caretaker, its delegates or any staff employed by the Caretaker. The Caretaker must take reasonable steps to ensure an employee of the Caretaker complies with the Act (including the code of conduct for caretaking service contractors) in performing the Caretaker's functions under this Agreement.

2.3 **Costs and Expense of the Caretaker**

All of the Caretaking Duties set out in clause 2.1 shall be carried out at the cost and expense of the Caretaker, unless otherwise expressly provided in this Agreement.

2.4 **Materials and Equipment**

(a) The Caretaker shall pay for and maintain all equipment and materials necessary to enable the Caretaker to perform the Caretaking Duties (e.g. tools and cleaning equipment, but not specialist equipment or pool cleaning equipment).

(b) The Body Corporate shall pay for all out of pocket costs for repair and maintenance of the Common Property. The Body Corporate shall pay for all chemicals, fuel, fertilizer, light globes and fittings, plants, gardening supplies and consumables which directly relate to the carrying out of the Caretaking Duties. The Body Corporate shall pay for the costs of all specialised floor cleaning and window cleaning equipment.

2.5 **Goods and services to be supplied at competitive prices**

The Caretaker must take reasonable steps to ensure goods and services the Caretaker obtains for or supplies to the Body Corporate are obtained or supplied at competitive prices.

2.6 **Insurance**

The Caretaker must have public liability insurance to the extent reasonably required by the Committee from time to time. The Caretaker shall provide a copy of the current insurance policy if asked by the Committee.

2.7 **Honestly, fairness and professionalism**

(a) The Caretaker must act honestly, fairly and professionally in performing the Caretaker's Duties and the functions of the Caretaker under this Agreement.

(b) The Caretaker must act in the best interests of the Body Corporate unless it is unlawful to do so.

(c) The Caretaker must not engage in fraudulent or misleading conduct in performing the Caretaker's Duties and the functions of the Caretaker under this Agreement.

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2.8 **Unconscionable conduct and conflict of interest**

The Caretaker must not engage in unconscionable conduct in performing the Caretaker's functions and the Caretaker's Duties under this Agreement.

Examples of unconscionable conduct:-

(a) taking unfair advantage of the person's superior knowledge relative to the Body Corporate;

(b) requiring the Body Corporate to comply with conditions that are unlawful or not reasonably necessary;

(c) exerting undue influence on, or using unfair tactics against, the Body Corporate or an Owner of a lot in the Community Titles Scheme.

2.9 **Building Management Statement**

The Caretaker shall be familiar with the general obligations of the Body Corporate to carry out cleaning, repair and maintenance under the BMS. However the Caretaker is not expected to possess legal or detailed knowledge of the terms of the BMS.

2.10 **Holidays**

The Caretaker can appoint a suitable replacement to carry out the Caretaker's functions under this Agreement for a total period of 4 weeks per annum. However the Caretaker must provide reasonable details of the replacement to the Body Corporate and the consent of the Body Corporate must be obtained to any replacement. That consent must not be unreasonably withheld or delayed.

3. REMUNERATION

3.1 **First Year of the Term**

The Caretaker's Remuneration for the first year of the Term shall be $239,000.00. On the first anniversary of the Start Date, the rate of Remuneration payable shall be reviewed according to clause 3.2. This clause sets out the basis on which payment of the Caretaker's services is to be worked out. In addition, the Caretaker shall be paid an additional amount equivalent to any Goods and Services Tax imposed on any taxable supply provided by the Caretaker under this Agreement. The additional amount will be part of the Caretaker's Remuneration.

3.2 **Reviews of Remuneration**

(a) The Remuneration shall be increased at the start of the second year of the Term and then annually by the same percentage as the last percentage increase in the CPI for one (1) year last recorded by the Commonwealth Statistician immediately before the year for which the Remuneration is to be reviewed, subject to Clause 3.3.

(b) If the CPI is no longer published then the Remuneration increases by the index that replaces or most closely resembles the CPI.

(c) If the Term is automatically extended then the Remuneration will continue to be reviewed according to sub-clause (a).

3.3 **Minimum Remuneration**

The Remuneration shall never be less than the Remuneration paid in the previous year.

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3.4 **Remuneration Paid Monthly**

The Body Corporate shall pay the Remuneration to the Caretaker by equal monthly instalments in arrears with the first payment to be made one (1) calendar month after the Start Date and on the same date of each month following.

3.5 **Remuneration not a Letting Fee**

The Remuneration is paid only for the Caretaking Duties and not for any letting service the Caretaker or its Associates may provide.

4. EXPENDITURE OF CARETAKER

4.1 **Limit**

The Caretaker can spend a maximum of $3,500.00, for each individual item of expenditure, of monies of the Body Corporate in carrying out the Caretaking Duties.

4.2 **Body Corporate to Reimburse Caretaker**

The Body Corporate shall reimburse the Caretaker for any monies the Caretaker spends of its own money under Clause 4.1 within fourteen (14) days of the Caretaker providing to the Body Corporate written evidence of the expenditure.

5. INSTRUCTIONS FROM BODY CORPORATE TO CARETAKER

5.1 **Nominee of Body Corporate**

The Body Corporate shall nominate one (1) person to communicate with the Caretaker and the Caretaker shall be notified in writing of the appointment of the Nominee.

5.2 **Instructions to Caretaker**

The Caretaker shall confer with the Nominee concerning the Caretaking Duties.

5.3 **Committee and General Meetings**

The Caretaker shall attend any general meeting or Committee meeting of the Body Corporate if requested by the Nominee.

6. ASSIGNMENT OR DEALING

6.1 **Permission to Assign or Deal**

The Caretaker shall not be entitled to sell, assign, or transfer its interest in this Agreement (in this clause called "Dealing") unless it obtains the consent of the Body Corporate.

6.2 **Consent of Body Corporate Committee**

(a) The Committee shall not unreasonably, arbitrarily or capriciously refuse or delay giving its consent to any Dealing;

(b) The Committee shall give its consent or refusal to any Dealing within thirty (30) days of the Caretaker giving to the Committee, all information the Body Corporate can lawfully request to consider the proposed Dealing.

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6.3 **Consent Factors**

(a) If the Caretaker requests the Body Corporate to consent to a sale or an assignment of its interest in this Agreement, the Committee shall, prior to giving its consent, be entitled to require:

(i) satisfactory evidence that the other party to the Dealing and any Associates that intend to be involved in running the Caretaking Business, are financially sound and reputable and capable of satisfactorily performing the Caretaking Duties;

(ii) a bank and business reference of the other party to the Dealing;

(iii) the other party to the Dealing to execute in favour of the Body Corporate, a Deed of Covenant to comply with the terms of this Agreement;

(iv) the Caretaker to pay to the Body Corporate, all legal costs incurred by the Body Corporate in giving its consent;

(v) if the other party to the Dealing is a company, personal guarantees from financially sound persons, but no guarantee will be required if the other party to the Dealing is a public company or a subsidiary of a public company.

6.4 **Mortgage or Encumbrance**

The Caretaker may offer to a financier this Caretaking Agreement as security for a loan or guarantee.

6.5 **No Premium or Payment to Body Corporate**

The Body Corporate shall not be entitled to any premium payment or benefit for any request to consent to any Dealing or for any renewal, extension or variation of this Agreement except as allowed under the Act.

6.6 **Franchise**

The Caretaker may upon giving written notice to the Body Corporate enter into a Franchise Agreement or Licence Agreement in relation to the Caretaking Business provided that the Agreement does not constitute a transfer of the Caretaker's interest under this Agreement.

7. TERMINATION

7.1 **Termination by Body Corporate**

This Agreement may be terminated by the Body Corporate delivering a notice in writing to the Caretaker if:

(a) The Caretaker is convicted of an indictable offence involving fraud or dishonesty;

(b) The Caretaker is guilty of gross misconduct or gross negligence in performing the Caretaking Duties;

(c) The Caretaker is in breach of this Agreement and that breach continues at the end of fourteen (14) days after notice in writing delivered by the Body Corporate detailing particulars of the breach and requiring that the breach be remedied.

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7.2 **Termination by Caretaker**

This Agreement may be terminated by the Caretaker delivering a notice in writing to the Body Corporate if:-

(a) the Body Corporate is in breach of this Agreement and that breach continues at the end of 14 days after notice in writing delivered by the Caretaker to the Body Corporate detailing particulars of the breach and requiring that the breach be remedied;

(b) an administrator is appointed to the affairs of the Body Corporate.

8. MANAGEMENT UNIT

The Caretaker shall be entitled to conduct the administration of the Caretaking Business from the Management Unit.

9. STAMP DUTY

The Caretaker shall be responsible for any stamp duty payable on this Agreement and indemnifies the Body Corporate against any stamp duty assessed on this Agreement.

10. INTERPRETATION

(a) Particular words used in this Agreement are defined in Schedule Two.

(b) Rules of Interpretation of this Agreement are contained in Schedule Three.

11. SEVERANCE

If at any time any provision of this Agreement is or becomes illegal, invalid, unenforceable or void in any respect, that provision shall be ignored, read down or severed restrictively so as to uphold the legality, validity and enforceability of the remaining provisions of this Agreement.

12. OCCUPATION AUTHORITY - STORAGE AREA

(a) By resolving to engage the Caretaker under this Agreement, the Body Corporate gives the Caretaker the authority ("the Occupation Authority") to exclusive occupation of the parts of the Common Property shown on the plan attached as Annexure "OA3" to this Agreement ("the Storage Area").

(b) The Body Corporate acknowledges the grant of the Occupation Authority does not unreasonably interfere with the rights of owners.

(c) The Body Corporate is responsible for the repair, maintenance and insurance of the storage area. However, the Body Corporate is not reasonable for the insurance of any contents stored in the storage area by the Caretaker or anyone else.

13. MANAGED INVESTMENTS SCHEME EXEMPTION

(a) The Caretaker and Body Corporate acknowledge that the Community Titles Scheme is a community titles scheme in relation to which a service strata arrangement or scheme under the Corporations Act is in operation.

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(b) The Caretaker must ensure that whilst the Caretaker is authorised by the Body Corporate to be a letting agent for the Community Titles Scheme, that any written agreement entered into or to be entered into with any Owner of a lot in the Community Titles Scheme relating to the letting of their lot includes provisions as specified in the relevant pro forma exemption obtained for this Scheme as amended, replaced or repealed.

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SCHEDULE ONE

ADDITIONAL DUTIES

1. Duties that the Body Corporate is obliged to perform under the BMS that are similar to or consistent with the Caretaking Duties which include the following:-

   (a) Regularly ensure the correct operation and if necessary and requested by the Body Corporate, arrange as directed by the Body Corporate for expert specialist maintenance of the following items at the cost of the Body Corporate:-

      (i) all electrical apparatus that the Body Corporate has the right to use or the obligation to maintain;

      (ii) the pumps and auxiliary motors that service or benefit the Community Titles Scheme; and

      (iii) security gates and their opening mechanisms that service or are for the benefit of the Community Titles Scheme.

   (b) Attend meetings of the management committee created under the BMS if requested by the Committee with reasonable notice;

   (c) Monitor and police the rights of the Body Corporate and obligations of the Commercial Lot owner under the BMS that the Body Corporate has notified the Caretaker to monitor and police;

   (d) To report to the Nominee regarding any breaches of the BMS of which the Caretaker becomes aware;

   (e) Separately account for expenses incurred by the Caretaker that relate to the BMS;

   (f) Contribute to the identification of the usage made of shared facilities under the BMS and costs incurred with a view to assisting the management committee in implementing a "user pays" policy under the BMS;

   (g) To be generally aware of the rights and obligations of both parties to the BMS; and

   (h) To escort and where appropriate provide directions to contractors that are exercising rights of the Commercial Lot in relation to the Community Titles Scheme under the BMS.

   (i) To escort and where appropriate provide directions to contractors engaged by the Body Corporate to inspect, upgrade or maintain Common Property or parts of the Building for which the Body Corporate is responsible.

2. Any duties agreed to by the Caretaker and the Body Corporate and evidenced in writing.

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SCHEDULE TWO

DEFINITIONS

Definitions as follows:

"Act"	means the Body Corporate and Community Management Act 1997 or any act that replaces this Act.
"Associates"	means: (a) if the Caretaker is a company, its directors, substantial shareholders and its management staff; or (b) if the Caretaker is a partnership, the partners and management staff of the partnership.
"BMS"	means the building management statement for the Building to which the Body Corporate is a party.
"Building"	means the Sierra Grand building at the Cnr of Margaret Avenue and Surf Parade, Broadbeach including the Development and the Commercial Lot.
"Business Day"	means a week day other than a Saturday, Sunday or public holiday in the place where the Community Titles Scheme is located.
"By-Laws"	means the by-laws contained in the Community Management Statement of the Body Corporate.
"Caretaking Business"	means the caretaking and management rights business granted to the Caretaker under this Agreement.
"Caretaking Duties"	means the duties of the Caretaker set out in this Agreement and specifically those detailed in clause 2.
"Commercial Lot"	means Volumetric Lot 1 on SP 180151.
"Committee"	means the committee of the Body Corporate chosen pursuant to the Act.
"Common Property"	means common property (as defined in the Act) created in the Community Titles Scheme from time to time including all chattels, fixtures, plant and equipment located on Common Property.
"Community Titles Scheme"	means that community titles scheme referred to in the introduction.
"CPI"	means the All Groups Consumer Price Index for the City of Brisbane.
"Development"	means the highrise residential development of a building and facilities on Lot 2 on SP 180151 being within the Community Titles Scheme.
"End Date"	means 27 April 2018 being the date which is 10 years from the Start Date.

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"Lot" or "Lots"	means any Lot or Lots detailed in the Community Titles Scheme as the context requires.
"Management Office"	means the office in the Management Unit.
"Management Unit"	means Lot 201 on SP 182337 from which the Caretaker conducts the administration of the Caretaking Business.
"Nominee"	means the person nominated by the Body Corporate under clause 5.1.
"Occupier"	has the same meaning as in the Act and also includes a short term holiday tenant.
"Original Owner"	means the original owner described in the First Community Management Statement.
"Owner"	means the registered owner of a Lot including a mortgagee in possession.
"Remuneration"	means the remuneration to be paid by the Body Corporate to the Caretaker under clause 3.
"Start Date"	means 28 April 2008.
"Term"	means the term of this Agreement from the Start Date to and including the End Date, subject to extensions under clause 1.

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SCHEDULE THREE

RULES FOR INTERPRETATION

Unless the contrary intention appears in this Agreement, the following apply to this Agreement:

1. Queensland law applies.

2. Words denoting the singular include the plural and vice versa.

3. Headings are for convenience only and shall not form part of this Agreement.

4. Reference to a Schedule are references to the Schedules appearing in this Agreement.

5. Reference to this Agreement includes reference to this Agreement together with any amendments or variations of this Agreement.

6. References to any party in this Agreement, includes that party's successors, executors, administrators or assigns.

7. Words denoting any gender shall include all genders.

8. A covenant by more than one (1) person is given by them jointly and severally.

9. References to any legislation includes legislation which amends or replaces that legislation.

10. When any document or notice is to be served or delivered, it can be served or delivered to the parties' address on page 1 of this Agreement or such other address as one party notifies the other party in writing from time to time.

11. A notice must be in writing and delivered or sent by prepaid post or facsimile. A notice is received 2 days after it is posted or on the day shown on a facsimile transmission report.

12. Any part of this Agreement which is invalid, shall not effect the validity of the balance of this Agreement and the invalid part shall be severed to the extent necessary to give effect to this Agreement.

13. Reference to a person includes a corporation.

14. Text printed in italics provides an example or explanation of the intended operation of the relevant clause and may be used to assist in the resolution of a dispute about the interpretation of that clause.

15. This Agreement is the entire agreement of the parties.

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Executed as an Agreement

THE COMMON SEAL of **THE BODY CORPORATE FOR "SIERRA GRAND" COMMUNITY TITLES SCHEME NO. 38268** was hereunto affixed by Authority of a resolution of the Body Corporate)

Body Corporate for Sierra Grand CTS 38268 THE Common Seal OF

.....
Chairperson

Brodie D Lister
.....
Print Name

.....
Secretary/Committee Member

.....
Print Name

Executed by **BRK RESORTS PTY LTD**)
ACN 100 016 635)

.....
~~Sole Director and Sole Secretary~~/Director

BOB EAST
.....
Print Name

.....
Director/~~Secretary~~

MICHELLE LALLI
.....
Print Name

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ANNEXURE "A"

Plan of Storage Area

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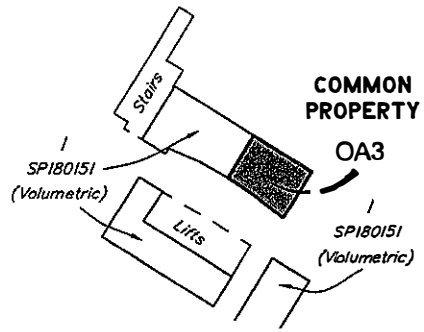
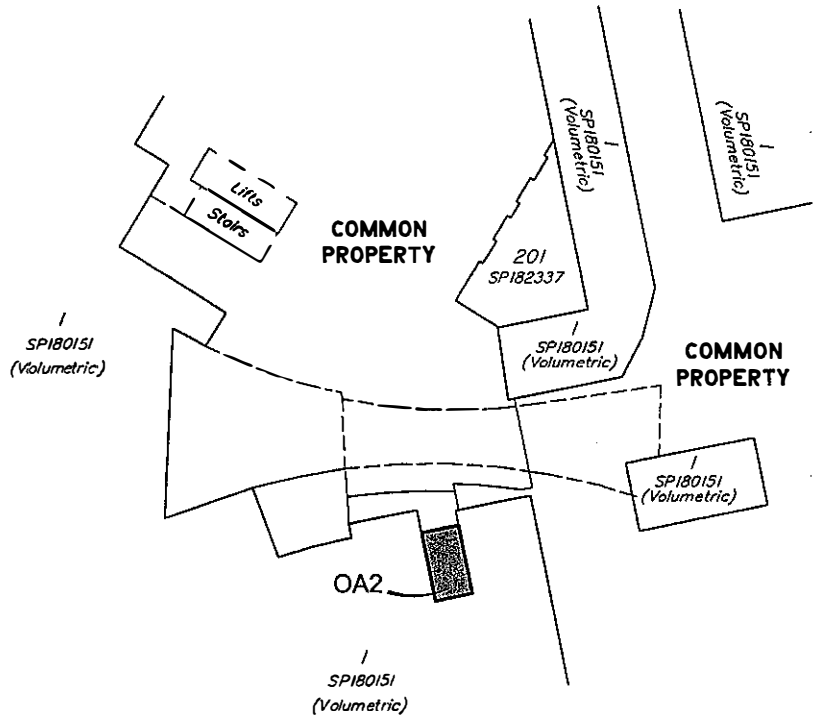
"SIERRA GRAND" CTS

N

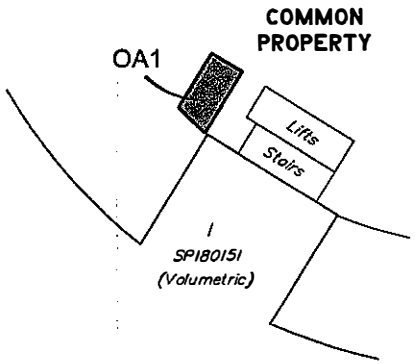
LEVEL B
(Basement Level B2)



LEVEL C
(Level 1/Upper Basement B1)



LEVEL D
(Level 2)



SCALE 1:400

0m 5 10 15 20 40 60m

BENNETT + BENNETT
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Fax (07) 3839 7277

COOMERA OFFICE
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Coomera
Ph (07) 5573 6177
Fax (07) 5529 4342

Rev		Date
A	Updated Architecturals	02/05/2006
B	Updated Adjoining	20/06/2006
C	Final Issue	4/03/2008
D	OA1 added CL, L removed	7/04/2008

NOTES:
1. Drawn to Scale on A3 sheet
2. Community Titles Scheme . . "SIERRA GRAND" CTS
3. Title Reference . . .
4. Meridian of SP182337
5. Occupation Authority Areas shown . . . . ☒

TITLE
Plan of Occupation Authority Areas in part of the Common Property of "SIERRA GRAND" CTS

CLIENT: Amalgamated Property Group	
Drawn: JSC	Parish: GILSTON
Surv'd: --	County: WARD
Authorised:	Job Ref.: 05.080.A284
L/Book:	Comp File: 25080.CC6
Date: 16/05/2005	Dwg File: 250800CA_D
SCALE: 1: 400	PLAN No.: 4 Rev.: D

LETTING AGREEMENT – SIERRA GRAND

THIS AGREEMENT takes effect as a deed and is made the 9th day of April 2008.

BETWEEN: **BODY CORPORATE FOR SIERRA GRAND COMMUNITY TITLES SCHEME NO 38268** C/- Stewart Silver King & Burns (Gold Coast) Pty Ltd, 116-118 Bundall Road, Bundall in the State of Queensland ("the Body Corporate")

AND: **BRK RESORTS PTY LTD ACN 100 016 635** of 64 Ferny Avenue, Surfers Paradise in the State of Queensland ("the Letting Agent")

INTRODUCTION:

A. The Body Corporate was established upon creation of Community Titles Scheme No. 38268 and it is the Body Corporate of the Community Titles Scheme.

B. The Letting Agent proposes to provide a letting service for the benefit of the Body Corporate and the Owners and the Body Corporate will agree to the Letting Agent conducting the Letting Business for the benefit of the Owners.

OPERATIVE PART:

1. TERMS OF AUTHORISATION OF LETTING AGENT

1.1 Authority

The Letting Agent is authorised to conduct the Letting Business and the Letting Agent agrees to conduct the Letting Business according to this Agreement.

1.2 Independent Contractor

The Letting Agent is an independent contractor of the Body Corporate and is not an employee of the Body Corporate.

1.3 Term

The Letting Agent is authorised to conduct the Letting Business from the Start Date to midnight on the End Date.

1.4 Extension of Term

The End Date referred to in clause 1.3 shall be automatically extended for a period of 10 years unless the Letting Agent gives a written notice to the Body Corporate at least 3 months before the End Date requesting that the End Date not be extended.

1.5 Second Extension of Term

If the End Date is extended under clause 1.4, then unless the Letting Agent gives a written notice to the Body Corporate at least 3 months before the End Date (extended under clause 1.4) requesting that the End Date not be extended, then the End Date shall be automatically extended for a further period of 5 years.

2. RIGHTS AND OBLIGATIONS OF LETTING AGENT

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2.1 **Performance**

The Letting Agent shall perform the Letting Agent's Duties personally or by staff engaged at the cost of the Letting Agent. The Letting Agent must take reasonable steps to ensure that the Letting Agent and any employee engaged by the Letting Agent complies with the Code of Conduct for Letting Agents under the Act and any relevant Code of Conduct prescribed under the PAMDA.

2.2 **Duties of Letting Agent**

The Letting Agent shall:

(a) arrange for or conduct the Letting Business for the Owners that require that service;

(b) conduct itself lawfully and within the terms of any licence required by the Letting Agent to carry out its business;

(c) act fairly and lawfully and not discriminate between Owners.

(d) keep proper records and books of all tenancies;

(e) take reasonable steps to ensure goods and services the Letting Agent obtains for or supplies to the Body Corporate are obtained or supplied at competitive prices;

(f) act honestly, fairly and professionally in conducting the Letting Business; and

(g) exercise reasonable skill, care and diligence in conducting the Letting Business.

2.3 **Costs**

All costs of the Letting Agent in running the Letting Business shall be paid by the Letting Agent including all consents, licences, permits, signs and equipment.

2.4 **Name**

The Body Corporate consents to the Letting Agent, registering and using a business name incorporating the name "Sierra Grand" or any part of it, for the term of this Agreement. No warranty is given that the name is available or that it may be legally used.

2.5 **Acknowledgments of Letting Agent**

The Letting Agent acknowledges that the Owners may utilise the services of other agents or let their Lot themselves, and the Letting Agent shall not unreasonably interfere with these rights.

2.6 **Signs**

The Letting Agent is granted an occupation authority by the Body Corporate to erect and maintain reasonable and tasteful signs in the Development to promote and foster the Letting Business. The signage must be maintained by the Letting Agent in good condition.

2.7 **Fraudulent or Misleading Conduct**

Unless it is unlawful to do so the Letting Agent must as far as practicable act in the best interests of the Body Corporate and each Owner. The Letting Agent must not engage in fraudulent or misleading conduct in conducting the Letting Business.

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2.8 **Unconscionable Conduct**

The Letting Agent must not engage in unconscionable conduct in conducting the Letting Business.

Examples of unconscionable conduct:-

(a) taking unfair advantage of the person's position as Letting Agent relative to the Body Corporate or an Owner; or

(b) exerting undue influence on, or using unfair tactics against, the Body Corporate or an Owner.

2.9 **Nuisances**

The Letting Agent must not:-

(a) cause a nuisance or hazard on the Common Property;

(b) interfere unreasonably with the use or enjoyment of a Lot;

(c) interfere unreasonably with the use or enjoyment of the Common Property by a person who is lawfully on the Common Property; or

(d) otherwise behave in a way that unreasonably affects a person's lawful use or enjoyment of a Lot or Common Property.

3. OBLIGATIONS OF BODY CORPORATE

3.1 **Exclusivity**

To the extent it is permitted under the Act, the Body Corporate agrees not to grant to any other person or entity any rights to conduct a business the same or similar to the Letting Business in the Community Titles Scheme.

3.2 **Duties**

The Body Corporate shall:

(a) ensure that the Common Property is cleaned and maintained to the standard of a high quality residential and accommodation building;

(b) co-operate with the Letting Agent (to the extent it is permitted under the Act) in taking all action that is reasonable, practical and necessary to stop any person or entity from conducting a business the same or similar to the Letting Business in the Community Titles Scheme; and

(c) Take reasonable steps to ensure the Common Property is a safe working environment and it complies with the relevant Workplace Health & Safety Legislation.

3.3 **Occupation Authority for Letting Agent**

The Letting Agent is granted by the Body Corporate an occupation authority to use the Common Property foyer, hallways, accessways, basement and entry forecourt that are on Common Property for the purposes of operating its letting business. The occupation authority is granted as a special right and not exclusive use. The authority to use these areas is in common with all others with a lawful right to use such areas. However the Letting Agent shall

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be the only person allowed to use these areas for the purposes of carrying on a business that is similar to the Letting Business.

4. REMUNERATION

The Letting Agent shall not be paid any remuneration by the Body Corporate for providing the Letting Business. The Letting Agent shall negotiate commissions and charges with the Owners who require use of the Letting Business.

5. INSTRUCTIONS FROM BODY CORPORATE TO LETTING AGENT

5.1 Nominee of Body Corporate

The Body Corporate shall through its Committee nominate one (1) person to communicate with the Letting Agent and the Letting Agent shall be notified in writing of the appointment of the Nominee.

5.2 Instructions to Letting Agent

The Letting Agent shall confer with the Nominee concerning the Letting Agents Duties.

5.3 Committee and General Meetings

The Letting Agent shall attend any general meeting or committee meeting of the Body Corporate if requested by the Nominee and given reasonable notice.

6. ASSIGNMENT OR DEALING

6.1 Permission to Assign or Deal

The Letting Agent shall not be entitled to assign or transfer its interest in this Agreement (in this agreement called a "Dealing"), unless it obtains the consent of the Body Corporate.

6.2 Consent of Body Corporate Committee

(a) The Body Corporate shall not unreasonably, arbitrarily or capriciously refuse or delay giving its consent to any Dealing;

(b) The Committee shall give its consent or refusal to any Dealing within thirty (30) days of the Letting Agent giving to the Committee, all information the Body Corporate can lawfully request to consider the proposed Dealing.

6.3 Consent Factors

If the Letting Agent requests the Body Corporate to consent to an assignment of its interest in this Agreement, the Committee shall, prior to giving its consent, be entitled to require:

(a) satisfactory evidence that the other party to the Dealing and any Associates that intend to be involved in running the Letting Business are financially sound and reputable and capable of satisfactorily performing the Letting Agents Duties;

(b) a bank and business reference of the other party to the Dealing;

(c) the proposed assignee to execute in favour of the Body Corporate, a Deed of Covenant to comply with the terms of this Agreement;

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(d) the Letting Agent to pay to the Body Corporate, all legal costs incurred by the Body Corporate in giving its consent;

6.4 Mortgage or Encumbrance

The Letting Agent may offer to a financier this Letting Agreement as security for a loan or guarantee.

6.5 No Premium or Payment to Body Corporate

The Body Corporate shall not be entitled to any premium payment or benefit for any request to consent to any Dealing or for any renewal, extension or variation of this Agreement except as allowed under the Act.

6.6 Franchise

The Letting Agent may upon giving written notice to the Body Corporate enter into a franchise agreement or licence agreement in relation to the Letting Business provided that entry into the franchise agreement or licence agreement does not constitute a transfer of the Letting Agent's interest under this Agreement.

7. TERMINATION

7.1 Termination by Body Corporate

This Agreement may be terminated by the Body Corporate delivering a notice in writing to the Letting Agent if:

(a) The Letting Agent is convicted of an indictable offence involving fraud or dishonesty;

(b) The Letting Agent is guilty of gross misconduct or gross negligence in performing the Letting Agent's Duties;

(c) The Letting Agent does not carry out the Letting Duties and persists in not carrying out the Letting Duties for fourteen (14) days or more after the Body Corporate by written notice requires the Letting Agent to carry out the Letting Duties; or

(d) The Letting Agent is in breach of this Agreement (other than a breach referred to in the previous sub-clause) and that breach continues at the end of thirty (30) days after notice in writing delivered by the Body Corporate detailing particulars of the breach and requiring that the breach be remedied.

7.2 Termination by Letting Agent

This Agreement may be terminated by the Letting Agent delivering a notice in writing to the Body Corporate if:-

(a) the Body Corporate is in breach of this Agreement and that breach continues at the end of 14 days after notice in writing delivered by the Letting Agent to the Body Corporate detailing particulars of the breach and requiring that the breach be remedied; or

(b) an administrator is appointed to the affairs of the Body Corporate.

8. STAMP DUTY

The Letting Agent shall pay any stamp duty assessed on this Agreement.

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9. INVESTORS RIGHT TO CAUSE ASSIGNMENT

9.1

(a) If a majority of Investors (based on the Contribution Schedule Lot Entitlements of the Investors) advise the Letting Agent in writing that they wish to terminate the Letting Agent's engagement under this Agreement, the Letting Agent must within 9 months transfer the Management Rights to a person that is chosen by the Letting Agent that has not been involved in the operation (including promotion) of the Investment Scheme and is not controlled by a person that has been involved in the operation (including promotion) of the Investment Scheme.

(b) If the Letting Agent fails to complete that transfer within the 9 month period, the Letting Agent must cause the transfer of the Management Rights to a replacement letting agent named in a written notice given by a majority of Investors (based on the Contribution Schedule Lot Entitlements of the Investors), at a price specified in the notice.

(c) A transfer referred to in clauses 9.1(a) or 9.1(b) must be done as soon as practicable, but there must be a reasonable time for members of the Body Corporate to consider whether to make a decision referred to in clause 9.2(b) unless the Body Corporate has consented to the transfer.

9.2

(a) If the Letting Agent receives a notice under clause 9.1(b), the Letting Agent must advise all members of the Body Corporate of the name of the person to whom the transfer is to be made.

(b) Unless the Body Corporate has consented to the transfer, the Letting Agent does not have to transfer the Management Rights to the person named in the notice described in clause 9.1(b) if a majority of the members of the Body Corporate (based on the Contribution Schedule Lot Entitlements of the members of the Body Corporate) state in writing to the Letting Agent that the person should not be engaged by the Body Corporate to perform the caretaking functions.

(c) If a majority of the members of the Body Corporate (based on the Contribution Schedule Lot Entitlements of the members of the Body Corporate) make a decision referred to in clause 9.2(b), a majority of Investors (based on the Contribution Schedule Lot Entitlements of the Investors) may at any time name a replacement letting agent by a written notice to the Letting Agent, to whom the Letting Agent must transfer the Management Rights at a price specified in the notice and the notice will be taken to be given in accordance with clause 9.1(b).

(d) This clause 9.2 does not apply if the Body Corporate or a majority of the members of the Body Corporate (based on the Contribution Schedule Lot Entitlements of the Members of the Body Corporate) agree in writing to the transfer to the person named in a notice under clause 9.1(b) or clause 9.2(c) before that notice is given to the Letting Agent.

9.3 The price Investors specify in a notice under clause 9.1(b) must be one of the following:

(a) the average of 2 valuations of the Management Rights by independent qualified valuers nominated by the Australian Property Institute (or another relevant independent professional body approved by the Australian Securities & Investments Commission); or

(b) the highest bona fide bid for the Management Rights (excluding a bid by the Letting Agent or its Associates) at an auction of which at least 60 days notice has been given; or

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(c) the highest bona fide amount tendered (excluding any tender by the Letting Agent or its Associates) for the Management Rights following reasonable efforts to market the Management Rights for at least 60 days.

9.4

(a) In determining if there is a majority of Investors or Body Corporate members, the Letting Agent and its Associates and any person nominated as a replacement letting agent and the Associates of that person must not be counted.

(b) For Investors or Body Corporate members a majority is based on their entitlement to vote at Body Corporate meetings which is based on the Contribution Schedule Lot Entitlements.

(c) An Investor or Body Corporate member makes a decision by signing a document that sets out that decision.

9.5

(a) Any Investor may arrange a valuation or auction of, or may market, the Management Rights before or after the expiration of the 9 month period referred to in clause 9.1(a) for the purposes of determining a price to be specified in a notice under clause 9.1(b).

(b) If an Investor incurs any reasonable valuation, auction or marketing costs under clause 9.5(a) that Investor is entitled to be reimbursed out of the price payable by any person nominated by the Investors as transferee of the Management Rights when the price is paid to the Letting Agent.

9.6 The Letting Agent must give reasonable assistance to enable the transferee to operate the Letting Business and any associated caretaking business including making available information concerning any prospective bookings.

9.7 The promises made by the Letting Agent and Body Corporate in this clause 9 are also for the benefit of each Investor within the class of the majority of Investors referred to in clause 9.1 ("Beneficiaries"). On acceptance, the Letting Agent and/or Body Corporate will be subject to a duty enforceable by any one or more of the Beneficiaries to perform those promises pursuant to Section 55 of the Property Law Act 1974 (Qld).

9.8

(a) This Clause 9 is required to be included in this Agreement by the Australian Securities and Investments Commission ("ASIC") Policy Statement 140 and the relevant class order exemption under the Corporations Act.

(b) If ASIC Policy Statement 140, the class order exemption or the Corporations Act are amended, replaced, repealed, substituted or varied in any manner that impacts upon the legal requirement for this clause, then this Clause 9 will be severed from this Deed and replaced by a clause which more accurately reflects the changes to ASIC Policy Statement 140, the class order exemption or the Corporations Act. If the law is changed so that this clause is no longer required, this clause shall not apply as from the date such law comes into effect.

(c) The replacement clause referred to under Clause 9.8(b) shall be drafted by the Letting Agent or its advisors, at its expense and given to the Body Corporate, or its advisors. The Body Corporate shall be responsible for its own costs of engaging a Solicitor to review the proposed replacement clause.

10. INTERPRETATION

10.1 Particular words used in this Agreement are defined in Schedule One.

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10.2 Rules of Interpretation of this Agreement are contained in Schedule Two.

11. OCCUPATION AUTHORITY FOR VENDING MACHINES

11.1 By resolving to authorise the Letting Agent under this Agreement, the Body Corporate gives the Letting Agent the authority to place vending machines in the Common Property recreation areas ("the Vending Machine Occupation Authority").

11.2 The Vending Machine Occupation Authority is given to enable the Letting Agent to carry out the Letting Agent's Duties in the Letting Business.

11.3 The Letting Agent shall keep the vending machines and the areas around the vending machines tidy and in good repair, fair wear and tear excepted.

11.4 The Letting Agent shall keep the vending machines in good working order.

11.5 The Letting Agent shall be responsible for the operating costs of the vending machines. If electricity is not separately metered to the vending machines, then the Letting Agent shall pay the Body Corporate a reasonable amount for electricity consumption estimated by the Body Corporate. The Letting Agent shall be entitled to all income received and all costs and refunds in relation to the vending machines.

12. OCCUPATION AUTHORITY – SIGN

12.1 By resolving to authorise the Letting Agent under this Agreement, the Body Corporate gives the Letting Agent the authority to erect and maintain a sign on the Common Property facing Surf Parade and sign to face Margaret Avenue that is of good quality and in keeping with the architectural theme of the building ("the Building Signs") in carrying out the Letting Business.

12.2 The Letting Agent is given this Occupation Authority for the following purposes:-

(a) to maintain a sign advertising the name of the building and the letting business and whether vacancies are available;

(b) to repair, clean and maintain the Building Sign;

12.3 The Letting Agent shall be responsible for the costs of maintenance and repair and operating costs associated with the Building Sign subject to clause 12.7. The electricity for the sign shall be payable by the Body Corporate if it is not separately metered.

12.4 The Letting Agent may control the illumination of the sign in relation to whether vacancies are available.

12.5 The Letting Agent shall maintain the sign in good condition and arrange for it to be illuminated at night.

12.6 The Letting Agent may not change the appearance of the sign without the consent of the Body Corporate which shall not be unreasonably withheld.

12.7 Capital costs for major repairs or replacement of the sign shall be the responsibility of the Body Corporate.

13. OCCUPATION AUTHORITY - PABX

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13.1 By resolving to authorise the Letting Agent under this Agreement, the Body Corporate gives the Letting Agent the authority to install, use and replace wires, cables and infrastructure on the Common Property for a PABX telephone system and also the right to use the communications room on the Common Property shown as area "OA2" on the Plan attached ("the Telephone Occupation Authority") in carrying out the Letting Business.

13.2 The Telephone Occupation Authority is given to enable the Letting Agent to operate a PABX system for lots and the Common Property as part of the Letting Business.

13.3 The Letting Agent shall keep the wires, cables and infrastructure for the PABX system in good repair, fair wear and tear excepted.

13.4 The wires, cables and infrastructure on the Common Property for the PABX system that exist on creation of the Community Title Scheme, for the PABX telephone system shall be and remain the property of the Letting Agent and not become Common Property.

13.5 This Occupation Authority does not give the Letting Agent exclusive use of the communications room.

13.6 If electricity is not separately metered to the PABX system, the Letting Agent shall pay a reasonable amount estimated by the Body Corporate for the electricity consumed by the PABX system.

13.7 Income received from the PABX system shall be and remain that of the Letting Agent and any commissions or costs are to be negotiated with individual owners and occupiers.

14. OCCUPATION AUTHORITY – STORAGE

14.1 By resolving to engage the Letting Agent under this Agreement, the Body Corporate gives the Letting Agent the authority ("the Occupation Authority") to exclusive occupation of the part of the Common Property shown as "OA3" on the plan attached as Annexure "A" to this Agreement ("the Storage Area").

14.2 The Body Corporate acknowledges the grant of the Occupation Authority does not unreasonably interfere with the rights of owners.

14.3 The Body Corporate is responsible for the repair, maintenance and insurance of the storage area. However, the Body Corporate is not reasonable for the insurance of any contents stored in the storage area by the Letting Agent or anyone else.

15. OCCUPATION AUTHORITY - PORTE COCHERE

15.1 By resolving to authorise the Letting Agent under this Agreement, the Body Corporate gives the Letting Agent the authority to use the driveway area outside the reception ("the Porte Cochere") in carrying out the Letting Business.

15.2 The Letting Agent is given this Occupation Authority for the following purposes:-

(a) to provide concierge purposes;

(b) to receive and dispatch taxis, tour buses, limousines and other modes of transport for Occupiers;

(c) to park tour buses, coaches and other vehicles on a short term basis;

(d) to handle and stand luggage and luggage trolleys;

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(e) for the congregation of tour groups and persons waiting for transport;

(f) to erect directional and other signage provided that it does not unreasonably interfere with access and is the type commonly used in the resort hotels and apartment buildings; and

(g) to provide such other services that a hotel guest would expect to be provided in such an area.

15.3 The Body Corporate shall remain responsible for all cleaning, maintenance and operating costs associated with the Porte Cochere however the Letting Agent shall be responsible (except where specialist cleaning equipment is needed) for cleaning litter, oil marks, tyre marks and ensuring any signage in the area is kept in a neat and attractive state.

15.4 The Letting Agent will take responsible steps to ensure that access through and over the Porte Cochere shall not be unreasonably restricted. The Letting Agent is not given exclusive use of the Porte Cochere under the terms of this Occupation Authority.

16. OCCUPATION AUTHORITY - DISPLAY CABINETS

16.1 The Letting Agent has the authority to install Display Cabinets in such locations in the Common Property lobby area as the Letting Agent decides from time to time to display merchandise. The following conditions apply to that authority:

(a) the Letting Agent must maintain the Display Cabinets in good condition and repair and to a standard commensurate with the surroundings in which they are located;

(b) the installation must not materially inhibit the flow of people on the Common Property;

(c) when the Display Cabinets are removed, any part of the Common Property on which they have been installed (including any carpet or other floor covering) must be returned, by the Letting Agent, to the condition it was in before the installation, fair wear and tear excepted;

(d) the Body Corporate is not liable for any damage to the Display Cabinets or the theft of anything contained in them;

(e) subject to the other provisions of this clause 16.1, the Body Corporate must carry out its duties (and pay any maintenance and operating costs) in respect of that part of the Common Property on which the Display Cabinets are installed;

(f) the Letting Agent releases the Body Corporate from any liability for loss, damage, injury or death occurring directly or indirectly due to the installation of the Display Cabinets or anything comprised or contained in them;

(g) the Letting Agent indemnifies the Body Corporate against any liability for loss, damage, injury or death caused directly or indirectly by the Display Cabinets or anything comprised or contained in them.

17. OCCUPATION AUTHORITY – SALE OF LIQUOR

17.1 By resolving to authorise the Letting Agent under this Agreement, the Body Corporate gives the Letting Agent the authority to use Common Property for the provision of mini bar facilities and room service in carrying out the Letting Business.

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17.2 The Letting Agent must hold all appropriate licenses and comply with all relevant laws relating to the service of liquor.

18. OCCUPATION AUTHORITY - RECEPTION AREA

18.1 By resolving to authorise the Letting Agent under this Agreement, the Body Corporate gives the Letting Agent the authority to use the Common Property area that extends 5 metres out from the reception desk of the Management Office for reception purposes and for luggage set down and congregation of guests staying in the building.

18.2 The occupation authority granted to the Letting Agent is not exclusive. The rights granted to the Letting Agent under this clause are in common with all others that are lawfully entitled to be on Common Property.

18.3 The Body Corporate will continue to be responsible for carrying out its duties pursuant to the Act in respect of the area of Common Property to which this occupation authority applies.

19. INTERNET STATIONS

19.1 The Letting Agent is granted an occupation authority by the Body Corporate to use the internet station area in the ground floor lobby of the building shown as area "0A1" on the Plan attached for the purposes of displaying promotional material and to permit owners and occupiers in the building to connect to internet and other data transmission facilities.

19.2 The Letting Agent shall keep the area in good repair, fair wear and tear except but is not responsible for replacing cabling or other capital expenditure for the internet stations.

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SCHEDULE ONE

DEFINITIONS

Definitions as follows:

"Act" means the Body Corporate and Community Management Act 1997 or any act that replaces this Act.

"Associates" means:

(a) if the Letting Agent is a company, its directors, substantial shareholders and its management staff; or

(b) if the Letting Agent is a partnership, the partners and management staff of the partnership.

"By-Laws" means the by-laws contained in the Community Management Statement of the Body Corporate.

"Committee" means the committee of the Body Corporate chosen under the Act.

"Common Property" means common property of the Community Titles Scheme as defined by the Act including all chattels, fixtures, plant and equipment located on Common Property.

"Community Titles Scheme" means the community titles scheme referred to in the introduction.

"End Date" means 27 April 2018 being the date which is 10 years from the Start Date.

"Letting Agent's Duties" means the duties and obligations of the Letting Agent set out in this Agreement and specifically those detailed in Clause 2(b).

"Letting Business" means the business of acting as the agent of owners of Lots who choose to use the services provided by the Letting Agent for the letting of Lots and the option to provide the following services to Owners and Occupiers:-

(a) The sale of Lots;

(b) The hiring of equipment or items the Letting Agent considers desirable and that are not contrary to the interests of the Body Corporate and the Owners;

(c) The sale of confectionary, potato chips, packaged food items, magazines, drinks, newspapers and similar items to the extent that it is lawful; and

(d) The provision of PABX, inhouse movies and internet facilities.

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"Lot" or "Lots"	means any Lot or Lots detailed in the Community Titles Scheme as the context requires.
"Managers Unit"	means Lot 201 on SP 182337 or such other Lot as nominated by the Letting Agent from time to time.
"Management Office"	means the office in the Manager's Unit used to carry on the Letting Business.
"Occupier"	has the same meaning as defined in the Act.
"Original Owner"	means the original owner identified in the First Community Management Statement for the Community Titles Scheme.
"Owner"	means the registered owner of a Lot, including a mortgagee in possession.
"PAMDA"	means the Property Agents and Motor Dealers Act 2000.
"Start Date"	means 28 April 2008.
"Term"	means from the Start Date to and including the End Date.

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SCHEDULE TWO

RULES FOR INTERPRETATION

Unless the contrary intention appears in this Agreement, the following apply to this Agreement:

1. Queensland law applies.
2. Words denoting the singular include the plural and vice versa.
3. Headings are for convenience only and shall not form part of this Agreement.
4. Reference to a Schedule are references to the Schedules appearing in this Agreement.
5. Reference to this Agreement includes reference to this Agreement together with any amendments or variations of this Agreement.
6. References to any party in this Agreement, includes that party's successors, executors, administrators or assigns.
7. Words denoting any gender shall include all genders.
8. A covenant by more than one (1) person is given by them jointly and severally.
9. References to any legislation includes legislation which amends or replaces that legislation.
10. When any document or notice is to be served or delivered, it can be served or delivered to the parties address on page 1 of this Agreement or such other address as one party notified the other party in writing from time to time.
11. A notice must be in writing and delivered or sent by prepaid post or facsimile. A notice is received 2 days after it is posted or on the day shown on a facsimile transmission report.
12. Any part of this Agreement which is invalid, shall not effect the validity of the balance of this Agreement and the invalid part shall be severed to the extent necessary to give effect to this Agreement.
13. Reference to a person includes a corporation.
14. This Agreement is the entire agreement of the parties.
15. Text printed in Italics provides an example or explanation of the intended operation of the relative clause and may be used to assist in the resolution of a dispute about the interpretation of that clause.

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Executed as a Deed.

THE COMMON SEAL of **THE BODY CORPORATE FOR "SIERRA GRAND" COMMUNITY TITLES SCHEME NO. 38268** was hereunto affixed by Authority of a resolution of the Body Corporate)



.....
Chairperson

.....
Secretary/Committee Member

Bodie D Lister
.....
Print Name

.....
Print Name

Executed by **BRK RESORTS PTY LTD**)
ACN 100 016 635)

.....
~~Sole Director and Sole Secretary~~/Director

.....
Director/~~Secretary~~

BOB EAST
.....
Print Name

MICHELLE LALLI
.....
Print Name

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ANNEXURE "A"

OCCUPATION AUTHORITY AREAS

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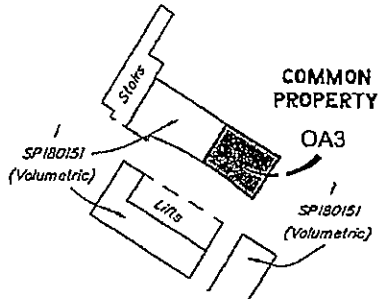
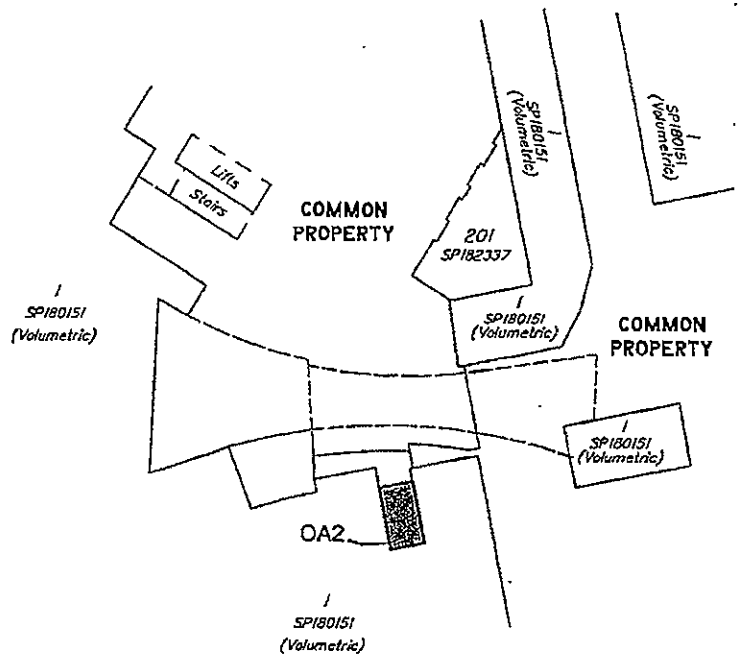
"SIERRA GRAND" CTS

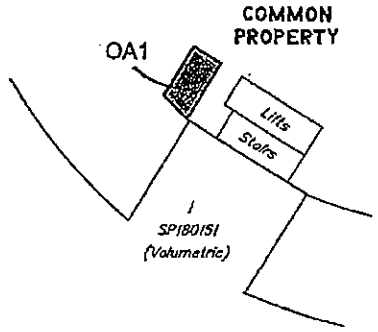
LEVEL B
(Basement Level B2)



LEVEL C
(Level 1/Upper Basement B1)



LEVEL D
(Level 2)



SCALE 1:400

0m 5 10 15 20 40 60m

BENNETT + BENNETT
Property Consultants, Surveyors + Town Planners
All mail to: PO Box 5021, GCMC, Qld, 9726
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BBH Pty, Ltd. A.C.N. 010 427 571

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COOMERA OFFICE
9 Jowett Street,
Coomera
Ph (07) 5573 6177
Fax (07) 5529 4342

Rev		Date
A	Updated Architecturals	02/05/2006
B	Updated Adjoining	20/06/2006
C	Final Issue	4/09/2006
D	OA1 added CL, L removed	7/04/2008

NOTES:
1. Drawn to Scale on A3 sheet
2. Community Titles Scheme . . "SIERRA GRAND" CTS
3. Title Reference . . .
4. Meridian of SP182337
5. Occupation Authority Areas shown . . . .

TITLE
Plan of Occupation Authority Areas in part of the Common Property of "SIERRA GRAND" CTS

CLIENT
Amalgamated Property Group

Drawn JSC	Parish GILSTON
Surv'd –	County WARD
Authorised	Job Ref. 05.080.A284
L/Book	Comp File 25080.CC6
Date 16/05/2005	Dwg File 250800CA_D
SCALE 1:400	PLAN No. 4 / Rev. D

QUEENSLAND LAND REGISTRY
Land Title Act 1994

BUILDING MANAGEMENT STATEMENT

Dealing Number

Lodger (Name, address & phone number)

Hickey Lawyers
PO Box 5559
GOLD COAST MAIL CENTRE Q 9726
(07) 5574 1000

Lodger Code

GC49

Privacy Statement
The information from this form is collected under the authority of the Land Title Act 1994 and is used for the purpose of maintaining the publicly searchable registers in the land registry.

1. Registered Owners

SIERRA GRAND PTY LTD ACN 111 799 583 AS TRUSTEE UNDER INSTRUMENT 708773167

2. Lot on Plan Description of affected land	County	Parish	Title Reference
Volumetric Lot 1 on SP 180151	Ward	Gilston	To issue from SP 180151
Lot 2 on SP 180151	Ward	Gilston	To issue from SP 180151

Execution

The registered owners of the lots referred to in Item 2 reciprocally grant and agree to the terms and conditions of the Building Management Statement contained in the attached schedule.

~~* the attached schedule and document no. .....~~

~~* document no. .....~~

* delete inappropriate words

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

Witnessing Officer

..... Signature

Allan Hugo Witnovetsky ..... full name

Solicitor ..... qualification

Execution Date

05 / 03 / 2008

Signature of Registered Owner

.....

SIERRA GRAND PTY LTD ACN 111 799 583 AS TRUSTEE UNDER INSTRUMENT 708773167 by its duly constituted attorney SIMON CHAN/ ~~JOSEPH GEORGE WELCH~~ under Power of Attorney No. 711509764 and who declares that he has received no notice of revocation of such Power of Attorney as at this date.

(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

Title Reference To Issue

1. ABOUT THIS BMS

1.1 Understanding this Document

1.1.1 In this document there are words and terms in bold. They are defined in the dictionary in clause 15.

1.1.2 To assist in understanding this document there are rules of interpretation set out in the interpretation provisions of clause 14.

1.1.3 There are plans annexed to this **BMS** that identify certain areas regulated by this **BMS**.

1.1.4 There is a table of contents at the end of this **BMS**.

1.1.5 There is a schedule which sets out the rights and obligations of the parties to the **BMS** in relation to specific areas and facilities. The parties are bound by the terms and conditions set out in Schedule 1.

1.2 Parties to this BMS

1.2.1 Upon registration there will be only one party to this **BMS** which shall be the **original registered owner**.

1.2.2 Initially, this **BMS** shall apply to 2 **lots** being the **commercial lot** (Volumetric Lot) and the **residential lot** (Standard Lot).

1.2.3 The **original registered owner** (or a successor in title) may register a survey plan and a community management statement to establish a community titles scheme over the **residential lot**. If a community titles scheme is established over the **residential lot**, references in this **BMS** to the **residential lot owner** shall mean the **residential body corporate**.

1.2.4 The **original registered owner** (or a successor in title) may register a survey plan and a community management statement to establish a community titles scheme over the **commercial lot**. If a community titles scheme is established over the **commercial lot**, references in this **BMS** to the **commercial lot owner** shall mean the **commercial body corporate**.

1.3 The development

1.3.1 The 2 **lots** to which this **BMS** will initially apply will have different uses.

1.3.2 The **building** will be within the **commercial lot** and the **residential lot**. The **building** will be a newly constructed building to be known as "Sierra Grand". In general terms, the **commercial lot** comprises the ground floor and part of the basement of the **building**. The **commercial lot** is being developed for commercial and retail purposes and may at some later time be the subject of a community titles scheme.

1.3.3 The **residential lot** will contain the balance of the **building** and the land not contained in the **commercial lot** which includes (without limitation) the basement carpark, part of the ground floor and the residential tower of the **building**.

1.3.4 The **residential lot** is the standard format remainder lot. The **residential lot** will contain an estimated **239** separate **lots** and common property in a community titles scheme. It is intended that there be a caretaker and a letting agent for the **residential lot**. Some of the **lots** may be amalgamated or reconfigured.

Title Reference To Issue

1.4 **Reason for BMS**

1.4.1 The **BMS** is analogous to reciprocal easements with management covenants between the **residential lot owner** and the **commercial lot owner**.

1.4.2 This **BMS** is an instrument by which the **owners** agree to reciprocal provisions that benefit and burden their **lots**. This **BMS** is intended to provide for the supply of **utility services**, access, support and shelter and insurance arrangements. It may also contain provisions for a range of administrative matters.

1.4.3 The terms of this **BMS** are intended to co-ordinate the development and operation of the **residential lot** and the **commercial lot** as one building.

1.5 **Not to affect statutory rights**

The terms of clauses 2, 3, 6, 7 and Schedule 1 are not intended to affect the statutory easement rights that exist between owners of lots in a community titles scheme.

1.6 **Not to derogate or add**

The terms of clauses 2, 3, 6, 7 and Schedule 1 shall not affect the statutory easement rights that exist from time to time between the **residential body corporate** and each **unit owner** and the **commercial body corporate** and each **commercial unit owner**.

1.7 **Connection of Management Group Lots to External Sewerage Infrastructure**

The following terms apply to those sewerage lines within the **building** that provide sewage drainage to volumetric lots through another lot before discharge into the external sewerage infrastructure operated by a service provider. These lines are shown on the sewerage diagram attached to this **BMS**:

1.7.1 These sewerage lines will be considered the joint property of all members of the **management group** and are not the property of the local government or another service provider.

1.7.2 The local government / service provider will not be responsible for any maintenance or repair of these sewer lines upstream of the connection point to the infrastructure operated by the local government / service provider, shown on the diagram in Schedule 3.

1.7.3 The **owner** of each **lot** is responsible for the maintenance of the identified sewerage line contained within that **owner's lot**.

1.7.4 Each **owner** grants to the other **owners** the right for a service contractor appointed by the relevant **owner** (and other persons authorised by the owner) to enter onto each **owner's lot** with equipment, materials and supplies for the maintenance and repair of the jointly owned sewerage lines as required under this clause. The person exercising this right must cause as little damage and inconvenience as is possible and must immediately repair any damage caused to an **owner's lot**.

1.7.5 Costs for repair and maintenance of these lines are the responsibility of the members of the **management group**. Those costs are to be shared between the **lot owners** based on the number of pedestals within the **lot**. In an emergency, the costs may initially be borne by any member of the **management group** and that member may obtain reimbursement from other members of the **management group** under this clause 1.7.5.

1.8 **Gold Coast City Council Building Management Statement Requirements Recognising Continuing Application of Existing Council Development Permits**

Title Reference To Issue

It is a condition of a Development Permit for a Reconfiguration of a Lot (ROL) issued in 2007 Council Reference PN76636/02/DA6 that the following provision be included in the **BMS** and complied with for as long as the volumetric lots created by that ROL, or any **lots** subsequently created by those **lots**, exist.

This **BMS** recognises the continuing application of all previous development permits issued, at the time of Council's endorsement of the volumetric survey plan, over the land which forms the base parcel of the volumetric lots to which this **BMS** relates.

In particular, conditions contained within these permits pertaining to the following issues concerning the overall development continue to apply to all lots and/or part lots jointly or severally

1 Car parking requirements*
2 Landscaping requirements
3 Health and Safety Regulations
4 Environmental Issues
5 Ongoing Maintenance
6 Retail and Commercial Tenancy Restrictions
7 Public Access
8 Amenity

* Car parking requirements: Sufficient car spaces, in accordance with Development Permits shall remain available for the permitted uses of both lot 1 and 2 at all times unless otherwise approved by the Chief Executive Office of the Gold Coast City Council.

Each **lot owner** grants to each other **lot owner** all rights of access to or use of any **lot** or **lots** as are necessary to enable another **owner** to comply with its obligations (if any) under conditions and other requirements of such development permits, and/or to enable another owner to take the benefit of services or facilities provided for the **building** as a whole pursuant to conditions and other requirements of such development permits.

All proposed uses of any volumetric lots, in whole or part, or any lots subsequently created from those lots should be assessed against relevant conditions of these development permits and any amendments to such.

It is advised that nothing in a **BMS** alleviates the need to observe conditions of existing development permits.

1.9 Responsibility for Compliance to Local Laws, Development Permits, Planning Schemes and Other Legislation

In the event of non-compliance with previous development permits, local laws, planning instruments and legislation by any individual **lots** or parts of **lots** under shared use or common arrangements, the Gold Coast City Council reserves the right to pursue enforcement and rectification action under the Integrated Planning Act (IPA) against **owners** and occupiers of offending **lots**, or part **lots**, jointly or severally.

2. SUPPLY OF SERVICES

2.1 Supply of utility services

Each **owner** grants to the other **owners** the right for the free and uninterrupted supply of **utility services** to and from each **owner's lot** through, under, over and along the **utility infrastructure** of each **lot** installed to service each **lot**.

2.2 Access for maintenance and repair of utility infrastructure

Title Reference To Issue

Each **owner** grants to the other **owners** the right for a service contractor appointed by an **owner** or the **management group** to enter onto each **owner's lot** with equipment, materials and supplies for:

2.2.1 the maintenance and repair of the utility infrastructure;

2.2.2 changing **utility infrastructure** in accordance with clause 2.4;

2.2.3 adding **utility infrastructure** in accordance with clause 2.5.

A person exercising their rights under this clause 2.2 must cause as little damage and inconvenience as is possible and must immediately repair any damage caused to an **owner's lot**.

2.3 **No interference**

Owners and others bound by this **BMS** must not interfere with the **utility infrastructure** or the supply of **utility services**, unless authorised in writing by the **management group**, a term of this **BMS** or by a relevant law.

2.4 **Changing utility infrastructure**

2.4.1 If it will or is likely to affect another **owner**, an **owner** may only relocate **utility infrastructure** within an **owner's lot** with the written consent of the **management group.**

2.4.2 The **management group** must not unreasonably withhold or delay giving consent if the granting of such consent does not materially affect the other **lot owner**.

2.4.3 The exercise by an **owner** of rights under this clause 2.4 must not unreasonably interfere with the use or enjoyment of the **utility services** by the other **owner** or an occupier of another **lot**.

2.5 **Adding utility Infrastructure**

2.5.1 If it is reasonably necessary for the overall benefit of the **building** or a **lot**, an **owner** may install additional **utility infrastructure** in the **building**.

2.5.2 The exercise by an **owner** of rights under this clause must not unreasonably interfere with the use and enjoyment of an **owner** or occupier's use of a **lot**. If the additional **utility infrastructure** is being installed in another **owner's lot**, the **owner** installing the additional **utility infrastructure** must obey the reasonable directions of the **lot owner** in which the additional **utility infrastructure** is being installed.

2.5.3 The **owner** installing the additional **utility infrastructure** must, in relation to the additional **utility infrastructure**:-

2.5.3.1 subject to clause 2.5.4, indemnify the **lot owner** in which the additional **utility infrastructure** is being installed from all liability and costs in connection with the additional **utility infrastructure**; and

2.5.3.2 make good any damage caused to an **owners lot** by the installation of the additional **utility infrastructure**.

2.5.4 If the additional **utility infrastructure** would not be classified as **shared facilities**, then the cost of installing the additional **utility infrastructure** is to be borne solely by the **owner** of the **lot** who enjoys the benefit of the additional **utility infrastructure**. If the additional **utility infrastructure** is classified as **shared facilities**, then the cost of installing the additional **utility infrastructure** shall be apportioned as determined by the **management group** but if the **management group** cannot

unanimously agree on the apportionment of costs within a reasonable time any **owner** may refer the matter to dispute resolution in accordance with Clause 10.

2.5.5 For the purposes of this clause 2.5, installing additional **utility infrastructure** shall include enhancing the capacity of existing **utility infrastructure**.

2.6 **No objection to minor encroachments**

2.6.1 Each **owner** acknowledges that there may be minor encroachments of **utility infrastructure** from a **lot** onto another **lot**.

2.6.2 Provided that any encroachment of **utility infrastructure** onto another **lot** is:

2.6.2.1 a minor encroachment; and

2.6.2.2 does not unreasonably interfere with the use and enjoyment of the **lot** upon which the encroachment occurs; and

2.6.2.3 the encroachment is reasonably necessary for the proper operation of the **utility infrastructure**,

the **owner** of the **lot** upon which the encroachment occurs shall not object to the encroachment or require the encroachment to be removed.

3. ACCESS

3.1 **General access rights for maintenance and repair**

3.1.1 An **owner** must allow another **owner** to access their **lot** where:-

3.1.1.1 access is needed to repair another **lot**;

3.1.1.2 to comply with or carry out obligations imposed under this **BMS**;

3.1.1.3 to protect a **lot** from some emergency, danger or hazard; or

3.1.1.4 a person needs to escape from a danger, hazard or there is an emergency.

3.1.2 A person exercising rights under the clause 3.1.1 must cause as little damage and inconvenience as is possible in the circumstances and must immediately repair any damage caused to a **lot** or the property of the **owner** of the **lot**.

3.1.3 Except as otherwise stated in this **BMS**, a person bound by this **BMS** who exercises rights of access under this clause 3.1 and incurs costs, must pay the costs associated with exercising the rights of access.

3.2 **No interference with access**

Access over **shared accessways** shall not be impeded except where:-

3.2.1 there is a specific provision to the contrary in this **BMS**;

3.2.2 the **management group** agrees otherwise;

3.2.3 there is a requirement by law; or

3.2.4 access must be restricted because of a hazard or emergency.

3.3 Grant of Access

3.3.1 Subject to any specific term to the contrary in this **BMS**, **owners** may use (in common) the **shared accessways** for access purposes. **Shared accessways** must be used with care and according to the rules and directions made by the **management group**, provided they are consistent with the terms of this **BMS**.

3.3.2 **Shared accessways** may only be used by **owners** by appropriate means. (e.g. **owners** shall not use vehicles over a **shared accessway** where it is not appropriate to do so because the **shared accessway** is designed for pedestrian access only). In the event of **dispute** about appropriate means of using a **shared accessway**, the **management group** may decide the appropriate means which may be used by **owners**.

3.4 No interference

Owners and others bound by this **BMS** must not unreasonably interfere with or restrict the rights of access and use created by this **BMS** and must ensure that the rights of way created by this **BMS** are not impeded except as specifically allowed under this **BMS**.

3.5 Parking in vehicle access areas

An **owner** or occupier or those authorised by them must not impede traffic and must not park any portion of a vehicle in a vehicular access area other than in nominated parking areas.

3.6 Owner to maintain and repair

Except as otherwise stated in this **BMS**, an **owner** must carry out **maintenance and repair** of all **shared accessways**, pedestrian and vehicular access areas in an **owner's lot**. This does not necessarily mean the **owner** is solely responsible for the costs of **maintenance and repair**. The costs of **maintenance and repair** may be apportioned under the terms of this **BMS**.

3.7 No interference during maintenance and repair

An **owner** effecting **maintenance and repairs** to a pedestrian or vehicle access area must do so expeditiously and must minimise interfere with the use and enjoyment of them.

4. SUPPORT AND SHELTER

4.1 Right to support and protection

Each **owner** grants to the other **owner** a right of subjacent and lateral support and protection from the **owner's lot** including any party walls or structures for the purpose of supporting, upholding and maintaining an **owner's lot**.

4.2 Right to shelter and protection

Each **owner** grants to the other **owner** a right of shelter and protection from the **owner's lot** for the purpose of giving shelter and protection to an **owner's lot**.

Title Reference To Issue

4.3 **Access for maintenance and repairs**

Each **owner** grants to the other **owner** the right for service contractors appointed by the **management group** at reasonable times and upon reasonable written notice, or without notice in the case of emergency, to enter onto each **owner's lot** with equipment, materials and supplies for the maintenance and repair of any part of the **lot** including any party walls or structures supporting, upholding, sheltering or maintaining part of the **building** in an **owner's lot** or otherwise to remedy any failure to maintain the rights of support and shelter granted by this **BMS**.

4.4 **No interference with support and shelter**

Owners and others bound by this **BMS** must not interfere with the rights of support and shelter created by this **BMS** and must ensure that the rights of support and shelter created by this **BMS** are protected at all times.

4.5 **Minor encroachments by commercial lot**

The **owner** of the **residential lot** consents to any minor external building encroachments by the **commercial lot** on to the **residential lot** provided that such encroachments do not unreasonably interfere with the use of the **residential lot** or an **owner's lot** within the **residential lot**.

4.6 **Minor encroachments by residential lot**

The **owner** of the **commercial lot** consents to any minor external building encroachments by the **residential lot** on to the **commercial lot** provided that such encroachments do not unreasonably interfere with the use of the **commercial lot** or an **owner's lot** within the **commercial lot**.

5. INSURANCE

5.1 **Obligation to insure**

Both **principal owners** must arrange insurance in accordance with this **BMS**.

5.2 **Management group to obtain insurance**

5.2.1 Unless the **principal owners** agree differently (and that agreement is in writing), the **residential lot owner** and the **commercial lot owner** authorise the **management group** to obtain insurance for the **building** (including each **lot, shared facilities, shared accessways** and **shared structures**) in the joint names of the **principal owners**.

5.2.2 If the **management group** agrees in writing that the property of the **residential lot** and **commercial lot** are to be insured separately, the separate policies must be held with the same insurance company.

5.3 **Type of insurance**

A policy of insurance obtained by or agreed to by the **management group** must:-

5.3.1 cover **damage**;

5.3.2 cover costs incidental to the reinstatement or replacement of the **buildings**, **lots, shared facilities, shared accessways** and **shared structures** including the cost of removing debris and the fees of architects and other professional advisers;

Title Reference To Issue

5.3.3 provide for the reinstatement of the **building**, **lots**, **shared facilities** and **shared structures**, **shared accessways** (including removal of debris and preparation of the site) to their condition when new;

5.3.4 be placed with an Australian insurer authorised to write general insurance business under the Insurance Act 1973 (Commonwealth) as amended or replaced from time to time;

5.3.5 include machinery breakdown insurance;

5.3.6 include a professional indemnity liability policy for members of the **management group**; and

5.3.7 include a public liability cover for a sum not less than that nominated by the **management group**.

5.4 **Inspection of policy**

The **management group** must if requested by an **owner** produce for inspection a copy of the policy and a premium payment receipt or acknowledgment.

5.5 **Division of costs of insurance**

5.5.1 The cost of the insurance premium shall be shared based on the risk associated with each **owners' lot**. To determine such risk, the **management group** shall obtain a valuation of each **lot's** insurable risk from time to time.

5.5.2 If the insurance premium increases as a result of the particular use to which an **owner** or occupier uses a **lot**, the **lot owner** of which that **lot** is a member of will be solely responsible for the increased amount of the insurance premium above the normal premium. Any excess payable in respect to an insurance claim shall be paid by the **owner** of the **lot** responsible for such claim.

5.6 **Residential Body Corporate insurance**

The **residential body corporate** must:-

5.6.1 insure against public liability for the **residential body corporate** scheme land for a sum not less than that nominated by the **management group** or 10 Million Dollars whichever is greater;

5.6.2 take out any other insurances reasonably required by the **management group** or required by law;

5.6.3 place the insurance with an Australian insurer authorised to write general insurance business under the Insurance Act 1973 (Commonwealth) as amended or replaced from time to time;

5.6.4 if requested by the **management group** produce a certificate of currency and a premium payment receipt or acknowledgment;

5.6.5 maintain all policies of insurance; and

5.6.6 not do or omit to do anything which may allow the insurer to refuse a claim under an insurance policy the **residential body corporate** takes out.

5.7 **General conditions of insurance**

Any insurance of a **lot** required by this **BMS** may be part of a blanket insurance program maintained or caused to be maintained by a company, so long as the limit of insurance is not less than that require by this **BMS**.

Title Reference To Issue

5.8 **Management group may insure lots**

The **management group** may effect any insurance that a lot owner fails to put in place after being given reasonable notice to do so. The insurance may be effected in the name of and at the expense of the **lot owner** failing to comply.

5.9 **Lot owner to pay for insurance**

A **lot owner** must promptly repay the **management group** affecting the insurances for all premium costs and expenses incurred.

5.10 **Commercial body corporate insurance**

The **commercial body corporate** must:-

5.10.1 insure against public liability for the **commercial body corporate** scheme land for a sum not less than that nominated by the **management group**;

5.10.2 take out any other insurances reasonably required by the **management group** or required by law;

5.10.3 place the insurance with an Australian insurer authorised to write general insurance business under the Insurance Act 1973 (Commonwealth) as amended or replaced from time to time;

5.10.4 if requested by the **management group** produce a certificate of currency and a premium payment receipt or acknowledgment;

5.10.5 maintain all policies of insurance; and

5.10.6 not do or omit to do anything which may allow the insurer to refuse a claim under an insurance policy the **commercial body corporate** takes out.

6. SHARED FACILITIES

6.1 **Shared facilities for benefit of all lots**

A number of facilities in the **building** are intended for use by more than one **owner** or by the occupiers of more than one **lot**. These are the **shared facilities** defined in clause 15.

6.2 **Access to shared structures for repair and maintenance**

Each **principal owner** grants the other **principal owner** the right for the **manager** or a service contractor appointed by the **management group** to enter onto each **owner's lot** with equipment, materials and supplies for the maintenance and repair of the **shared facilities**. The person exercising this right must cause as little damage and inconvenience as is possible and must immediately repair any damage caused to an **owner's lot**.

6.3 **Costs of cleaning and maintenance**

The cost of **maintenance and repair** and the **operating costs** of the **shared facilities** shall be shared by the **commercial lot owner** and the **residential lot owner** as set out in Schedule 1. Where an expert determination or adjudication is carried out in relation to costs of **maintenance and repair** or **operating costs** the parties agree that the **adjudicator** or expert shall make the determination in a fair and equitable way and to the greatest extent possible on a "user pays" basis having regard to criteria that they think is relevant including, without limitation, the following:-

6.3.1 frequency of use of an area by respective **owners**;

6.3.2 the nature of an activity carried on in an area by a particular **owner**,

6.3.3 the impact of that activity on the area or facility concerned;

6.3.4 the comparison of floor areas between that of a relevant area used by an **owner** with the total floor area of an area (for which a cost can be calculated) of which the relevant area forms part.

6.4 **Pay Costs**

6.4.1 Unless otherwise specifically stated in this **BMS**, each **owner** must pay the amount of their proportion of costs determined under this **BMS** in the manner and time within which is set by the **management group**.

6.4.2 The **management group** may prepare a budget for each year's forecast expenditure and issue quarterly statements in advance for payment by each **owner**. Within sixty (60) days at the end of each year, an account of all income and expenditure shall be prepared by the **management group** and any adjustment in payment made based on such final calculations.

6.5 **False Alarms**

An **owner** shall be responsible for any cost incurred by another **owner** as a result of a false alarm occurring in the security system of the first **owner's lot.**

6.6 **Schedule**

Schedule 1 deals with the use of **shared facilities** and identifies:-

6.6.1 Those parts of the **building** which may be located on one or more **lots**, but shared by other **owners** within the **building**;

6.6.2 Which **lots** have the benefit of those areas;

6.6.3 The nature of the rights granted;

6.6.4 Any conditions applying to the rights granted;

6.6.5 Who has the responsibility to operate, and carry out **maintenance and repair** of, the relevant **shared facilities**;

6.6.6 How the **operating costs**, **maintenance and repair** of the **shared facilities** are to be shared.

6.7 **How Schedule applies**

Schedule 1 forms part of this **BMS** and binds the people bound by this **BMS** as if the terms of Schedule 1 are contained in the body of this **BMS**.

6.8 **Items in Schedule**

The conditions in each column of Schedule 1 apply to the **shared facilities** in each row of Schedule 1 as follows:-

6.8.1 the shared facility column describes the **shared facility** to which rights and obligations apply;

Title Reference To Issue

6.8.2 the benefited lots column identifies the **lots** with the benefit of the rights granted;

6.8.3 the nature of right column describes the nature and extent of the rights granted;

6.8.4 the conditions applying to rights column sets out any conditions that apply to the rights;

6.8.5 the shared cost column states the costs and items for which costs are incurred;

6.8.6 the method of apportioning costs column states how the **shared costs** are to be apportioned;

6.8.7 the maintenance/operating responsibility column states who will be responsible for carrying out **maintenance and repair** of the **shared facility** and operating the **shared facility** (if applicable); and

6.8.8 the terms of each column are to be read together in a row.

6.9 **Rights granted in common**

Unless provided to the contrary, all rights granted under Schedule 1 are granted in common with all others having the same rights.

6.10 **Shared costs**

6.10.1 The **shared costs** referred to in Schedule 1 are payable within 14 days of request by the **owner** of the relevant **lot** who incurs, or is liable for those costs. The request must be accompanied by reasonable details of the calculation of the costs, including any appropriate invoices.

6.10.2 Where any improvement is made to a **shared facility** which does not benefit a particular **lot** (even if the owner or occupier of the **lot** has the right to use the **shared facility**), the relevant **owner** is not required to contribute to any **shared costs** relating to that improvement.

6.10.3 If there is any **dispute** about whether an improvement is of benefit to a **lot** and what are the costs relating to that improvement, any **owner** may refer it for determination under clause 10.

6.11 **Maintenance responsibility etc**

Where an **owner** has responsibility for the operation, **maintenance and repair** of a **shared facility** (including renewals and replacements of the whole or any part of it) the **owner** must:-

6.11.1 carry out its responsibilities promptly, diligently and in accordance with the usual industry standards, all applicable laws and consistent with the high quality and standard of the **building**;

6.11.2 only engage reputable and suitably qualified contractors to enable it to fulfill its responsibilities;

6.11.3 have available for inspection by any **owner** of a benefited **lot** in respect of the relevant **shared facility**, at reasonable times and on reasonable notice, any records or other things relevant to the performance of its responsibilities; and

6.11.4 operate or allow operation of the **shared facility** at times reasonably required for the benefited lot subject to the conditions applying to the rights.

6.12 **Maintenance of services and facilities**

The **management group** may make and publish rules and take any action reasonably necessary to ensure that the **utility services**, **utility infrastructure**, the **shared facilities** and the **building** are maintained to a high standard.

Title Reference To Issue

6.13 **Redundant shared facility**

If a **shared facility** becomes redundant the **management group** may:-

6.13.1 remove it or close it off; and

6.13.2 make good that part of the **building** where it is located.

A redundant **shared facility** may only be removed or closed off with the consent of the **owners** having the use of it but those **owners** must not unreasonably withhold consent.

6.14 **Additional shared facilities**

The **management group** may, from time to time, prepare a schedule of additional **shared facilities** and a cost sharing schedule for the additional **shared facilities** and provide a copy of it to **owners**.

.15 **Amended shared facilities and shared costs**

6.15.1 An **owner** may request in writing that the **management group** agree to change:-

6.15.1.1 the shared facilities; and

6.15.1.2 the **shared costs**, and in particular, the proportion paid by an **owner**.

6.15.2 Subject to clause 6.15.1, if the **management group** agrees by unanimous resolution to any request in 6.15.1, it will be effective from the date decided by the **management group**. A copy of the unanimous resolution must be held with the other records kept by the **management group**.

6.15.3 Despite anything else in this **BMS**, where an **owner** does not contribute to the **shared costs** for a **shared facility**, it is not entitled to vote on any change related to the relevant **shared costs** or **shared facility**.

6.15.4 An **owner** who is dissatisfied with the decision of the **management group** following a request under clause 6.15.1, may refer the matter for determination under clause 10.

6.15.5 The **management group** shall take steps to register an amendment to this **BMS** to reflect the amended **shared facility** and/or **shared costs**.

7. SHARED STRUCTURES

7.1 **Shared structures for benefit of all lots**

The **shared structures** are for the benefit of the **owners** and occupiers of each **lot**.

7.2 **Access to shared structures for repair and maintenance**

Each **principal owner** grants the other **principal owner** the right for the **manager** or a service contractor appointed by the **management group** to enter onto each **owners lot** with equipment, materials and supplies for the maintenance and repair of the **shared structures**. The person exercising this right must cause as little damage and inconvenience as is possible and must immediately repair any damage caused to an **owner's lot**.

Title Reference To Issue

7.3 **Costs of cleaning and maintenance**

Unless otherwise provided for in this **BMS**, the costs of any cleaning, **operating costs, maintenance and repair** of any or all of the **shared structures** shall be borne in the manner set out in Clause 6.3 or as otherwise specifically set out in this **BMS**. Each **lot owner** must pay the amount of their proportion of costs determined by clause 6.3 in the manner and within the time set by the **management group**.

8. MANAGEMENT GROUP

8.1 **Establishment**

The **principal owners** must establish a **management group** within two months of registration of this **BMS**.

8.2 **Membership of management group**

The **residential lot owner** and the **commercial lot owner** will be the initial members of the **management group**. Provided that, upon the creation of the **residential body corporate** and the **commercial body corporate**, the **residential body corporate** and the **commercial body corporate** (as the case may be) will become a member of the **management group** in lieu of the owner or owners of the lot who are members of the relevant body corporate.

8.3 **Owner's representative**

8.3.1 Each principal owner must appoint one **representative** each to represent that **principal owner** on the **management group**.

8.3.2 A **representative** on the **management group** shall be the only person entitled to act on behalf of that **principal owner** and exercise the powers of that **principal owner** in the **management group** (including the power to convene meetings of the **management group**, receive notices from the **management group** and refer a **dispute** to dispute resolution under the terms of this **BMS**). Where there is more than one **representative** representing a **principal owner**, the **principal owner** will be bound by the majority decision of the **principal owner's representatives**.

8.3.3 A decision or action of a **representative** shall bind the relevant **owner**. Where there is more than one **representative**, a decision or action of the majority of the **representatives** shall bind the relevant **owner**.

8.4 **Alternative representative or proxy**

A **representative** may appoint an alternate representative or appoint a proxy to attend and vote on its behalf at meetings of the **management group**. Any appointment must be in writing and evidence of the appointment provided to the **management group** prior to the meeting.

8.5 **Functions**

The **management group** must:

8.5.1 fulfill the obligations and duties given to it under this **BMS**:

8.5.2 fairly and reasonably administer and manage the **building, shared facilities, shared accessways** and **shared structures** for the benefit of **owners**;

8.5.3 operate and effect **maintenance and repair** to the **shared facilities, shared accessways** and **shared structures** where required under this **BMS**;

8.5.4 appoint and control service contractors necessary to effect **maintenance and repair** to the **utility services**, **utility infrastructure**, the **building**, **shared facilities**, **shared accessways** and **shared structures** where required by this **BMS**;

8.5.5 fairly enforce this **BMS**;

8.5.6 act reasonably in anything it does under this **BMS**;

8.5.7 prepare budgets and accounts where required;

8.5.8 police compliance by **owners** with their obligations under this **BMS**;

8.5.9 effect insurances required by this **BMS** on behalf of the relevant **owners**;

8.5.10 to make decisions about apportionment of costs payable under this **BMS** where a **representative** requires an apportionment of **operating costs** and costs of **maintenance and repair** for **shared facilities** or **shared accessways** where there is no initial apportionment of costs set out in this **BMS**, such decisions to be made according to the terms of cl 6.3 .

8.6 **Powers of management group**

In carrying out its functions, the **management group** may:

8.6.1 enter into service contracts;

8.6.2 employ service contractors;

8.6.3 carry out the work required to operate and effect **maintenance and repair** to the **utility services**, **utility infrastructure**, the **building**, **shared facilities**, **shared accessways** and **shared structures**;

8.6.4 modify, substitute or extend the **shared facilities**;

8.6.5 close down or remove the **shared facilities**;

8.6.6 delegate any or all of its functions to a **manager** and/or **secretary** and/or treasurer;

8.6.7 supervise the **manager**;

8.6.8 simultaneously with the **manager**, carry out any of the functions delegated to the **manager**;

8.6.9 borrow or raise money and give security for the repayment of those monies;

8.6.10 open and operate a bank account;

8.6.11 do anything else authorised by this **BMS**,

on behalf of (jointly) the **principal owners**.

8.7 **Term of management group**

The **management group** ceases on extinguishment of this **BMS**.

8.8 **Appointment of manager**

The **management group** may appoint a **manager**. If it does so the engagement must:

8.8.1 be in writing;

8.8.2 state the functions the **manager** is authorised to carry out;

8.8.3 state the functions it delegates to the **manager**;

8.8.4 require the **manager** to have all licenses required by law;

8.8.5 say how the **manager** is to be paid for the **manager's** services;

8.8.6 contain provisions concerning the circumstances in which the **manager** may be removed and provisions concerning dispute resolution between the **management group** and **manager**; and

8.8.7 state that the engagement of the **manager** is by the **management group** on behalf of (jointly) the **principal owners**.

8.9 **Removal of Manager or Dispute with Manager**

8.9.1 The **management group** may remove a **manager**. A **manager** may also be removed pursuant to a decision of an **adjudicator** where a **dispute** arises between a **principal owner** and a **manager**.

8.9.2 If the **management group** and the **manager** are in **dispute** or if a **principal owner** and the **manager** are in **dispute** in respect of a matter, either the **management group**, the relevant **principal owner** or the **manager** may refer it to be resolved in accordance with the dispute resolution provisions of this **BMS** as if the dispute was a **dispute**.

8.10 **Appointment of Secretary**

The **management group** may appoint a **secretary**. If it does so the engagement must:

8.10.1 be in writing;

8.10.2 state the functions the **secretary** is authorised to carry out;

8.10.3 state the functions it delegates to the **secretary**;

8.10.4 require the **secretary** to have all licenses required by law;

8.10.5 say how the **secretary** is to be paid for its services;

8.10.6 contain provisions concerning the circumstances in which the **secretary** may be removed and provisions concerning dispute resolution between the **management group** and **secretary**; and

8.10.7 state that the **secretary** is engaged by the **management group** on behalf of (jointly) the **principal owners**.

8.11 **Removal of Secretary or Dispute with Secretary**

8.11.1 The **management group** may remove a secretary.

Title Reference To Issue

8.11.2 If the **management group** and the **secretary** are in **dispute** in respect of a matter, either the **management group** or **secretary** may refer it to be resolved in accordance with the dispute resolution provisions of this **BMS** as if the dispute was a **dispute**.

8.12 **Management group's right to access the building**

In an emergency, the **management group** may do or cause to be done anything in the **building** or a **lot** which has not been done or done properly by an **owner**.

8.13 **Service contractors may enter lots**

If the **management group** acts in accordance with the previous sub-clause the **management group** may authorise service contractors to enter the **building** or a **lot** (and in the case of a **lot**, the **management group** must give the **owner** 24 hours notice, except in an emergency) and remain in it for so long as is necessary and at the expense of the **owner** of the **lot**.

8.14 **Service contractor's liability**

If the **management group** authorises a service contractor to exercise rights under the previous sub-clause, the **management group** does not incur any liability for **damage** arising out of the exercise of any rights under the previous sub-clause other than for **damage** caused maliciously or negligently.

8.15 **Responsibility for actions of management group**

The **principal owners** shall be jointly responsible and liable for the actions of the **management group**. Where a **representative** acts outside the authority of the **management group**, the relevant **principal owner** will be responsible for the actions of that **representative**. The **principal owners** shall, unless otherwise agreed, bear equally all costs, damages, loss, expenses, levies, taxes and any other liability incurred by the **management group** on their behalf. The **principal owners** shall each have a right of contribution against the other with respect to any amounts paid by such a **principal owner** that are in excess of their share.

8.16 **Management group agent for owners**

The **management group** acts on behalf of and as agent of the **principal owners** jointly.

MEETINGS

8.17 **First Meeting**

Within 2 months of registration of this **BMS** the **management group** must meet at a date and time convenient to the **owners**. If the **owners** cannot agree on a convenient time the meeting must be held between 9.00 am and 4.00 pm on a **business day** and at a place on the Gold Coast nominated by the party responsible for registering this **BMS**.

8.18 **Minimum number of meetings**

The **management group** must meet at least once every 4 months during the first year after the First Meeting and then at least once every 6 months after the first year unless otherwise decided by the **management group**.

8.19 **Annual meeting**

One meeting each year (called the "annual meeting") must be held within 3 months of each anniversary of the registration of this **BMS**.

Title Reference To Issue

8.20 **Management group to decide frequency of meeting**

The **management group** may decide to hold meetings more frequently.

8.21 **Requested meetings**

The **management group** must meet if a **representative** asks it to do so by giving a written notice to the **secretary**, or if there is no **secretary**, to each other **representative**. A meeting must be held within 21 days of the **management group's** receipt of a request to call it.

8.22 **Notice for meeting**

A meeting of the **management group** is called by giving fourteen (14) days written notice of the meeting and an agenda to **principal owners** provided that if all **representatives** agree, notice of the meeting may be waived.

23 **Agenda for meeting**

The agenda for a meeting must state the issues to be considered and decided on at a meeting. The **management group** may also consider and decide other issues raised at the meeting if all members of the **management group** agree.

8.24 **Form of Meeting**

A meeting of the **management group** may be held by telephone or other form of communications device.

8.25 **Quorum**

A quorum for a **management group** meeting is all of the **representatives** in person or by their alternative representative or their proxy. If a meeting is called and there is not a quorum within 30 minutes of the time scheduled to start the meeting, the meeting must be adjourned to be held at the same place, on the same day and at the same time, in the next week. If at the adjourned meeting a quorum is again not present within 30 minutes of the time scheduled to start the adjourned meeting, the **representatives** present (whether in person or by their alternative representative or their proxy) form a quorum.

8.26 **Voting**

Unless specifically stated otherwise in this **BMS**, all decisions of the **management group** are to be decided by unanimous agreement with each **representative** having one vote. If there is a deadlock in the **management group**, a **representative** may refer the matter to be voted on to be resolved in accordance with the dispute resolution provisions of this **BMS** as if the matter was a **dispute**.

8.27 **Validity of resolution**

A resolution is a valid resolution even if no formal meeting is held but all **representatives** sign a document agreeing to the resolution.

8.28 **Entitlement to vote**

A **representative** may only vote if that **representative's owner** has paid all amounts due under this **BMS**.

8.29 **Records**

Title Reference To Issue

The **management group** must take accurate minutes of its meetings and accurate records of all decisions it makes.

8.30 **Distribution of minutes**

The **management group** must distribute minutes of its meetings to the **representatives** within ten **business days** after a meeting.

8.31 **Records kept for 7 years**

Agendas, minutes, motions, financial records and other records must be kept by the **management group** for 7 years.

8.32 **Inspection of records**

An **owner** or an occupier of any **lot** may inspect the records by:

8.32.1 applying in writing to the **management group**; and

8.32.2 paying a reasonable inspection fee fixed by the **management group**.

8.33 **Time for inspection of records**

The **management group** must allow an **owner** requiring an inspection to inspect the records at a reasonable time within 10 **business days** of an application being made and the inspection fee being paid.

8.34 **Removal or copying of records**

An **owner** must not remove the records unless the **management group** agrees but an **owner** may take extracts from or a copy of these records at the **owner's** cost.

ADMINISTRATION

8.35 **Lot owner's rules**

An **owner** may make rules and security arrangements for a **lot** concerning the use and operation of improvements, pedestrian access, vehicular access and other access-ways within its **lot** but may not make rules that restrict or interfere with a right granted under this **BMS**. Any rules made by an **owner** that adversely affect another **owner** or occupier may be referred to dispute resolution by any **representative** as a **dispute**.

8.36 **Management Group Rules**

The **management group** may make rules and security arrangements concerning the **building, shared facilities, shared accessways** and the **shared structures** and any other areas over which **owners** and others have rights of access or support and shelter. Rules made by the **management group** will be invalid to the extent that they are inconsistent with the terms of this **BMS** and any relevant law. **Owners** shall comply with rules and security arrangements made by the **management group** under this **BMS** until revoked or amended by a resolution of the **management group**.

8.37 **Maintenance of services and facilities**

The **management group** may make and publish rules and must take any action reasonably necessary to ensure that, the **utility services, utility infrastructure**, the **building, shared facilities, shared accessways** and the **shared structures** are maintained to a high standard.

8.38 **Service Contractors**

8.38.1 Only approved contractors may be used by an **owner** with respect to works contemplated under clause 8.37. If contractors have not been approved for the works the **owner** may use contractors at the **owner's** discretion provided they are appropriately licensed as required by law.

8.38.2 The **management group** must prepare a list of approved contractors for the **maintenance and repair** of the **shared facilities, share accessways** and **shared structures** and provide a copy of the list to an **owner** on request.

9. ARCHITECTURAL AND LANDSCAPING STANDARDS

9.1 **Management group may agree on standards**

The **management group** may agree upon the architectural and landscaping standards for the **building**.

9.2 **Owners may request standards**

An **owner** may request the **management group** to determine and publish architectural and landscaping standards for the **building**.

9.3 **Provision of standards**

The **management group** must provide a copy of the architectural and landscaping standards to an **owner** on request.

9.4 **Owners to comply**

An **owner** must comply with all architectural and landscaping standards under this **BMS**, however whilst the **developer** owns the **commercial lot** or part of it, the **developer** does not have to comply with architectural or landscaping standards set by the **management group** for the **commercial lot**.

9.5 **Management group consent**

9.5.1 It is intended that the architectural, landscaping and signage standards for the **building** are to be kept to a high standard in keeping with the intention that the **building** have a reputation as a high quality residential and commercial building. Subject to any specific provisions to the contrary, no additional signage may be erected or displayed on **shared accessways, shared facilities** or **shared structures** by an **owner** unless the **owner** first obtains the written consent of the **management group**. The **management group** must not withhold consent to signage that is:-

9.5.1.1 within the signage standards set by the **management group**; or

9.5.1.2 where signage is required for safety, warnings, reasonable directions and where required by law; or

9.5.1.3 given the consent of the **developer**; or

9.5.1.4 erected for or on behalf of the **commercial lot owner** on the sign intended for the use of the **commercial lot owner** in the southwest corner of the **commercial lot** visible from the Gold Coast Highway;

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9.5.2 This clause 9.5 shall not apply to the **developer** with respect to signage for the marketing, letting and sale of **lots** in the **building**.

9.5.3 The **management group** shall not unreasonably withhold its consent to signage required by the **commercial lot owner** and **commercial unit owners** to advertise the letting and sale of premises and the businesses carried out on the **commercial lot** provided the signage is within the signage standard plan (if any) that is included in the development approval for the **development**.

9.5.4 The occupier of the **manager's unit** is permitted to erect and maintain sign to advertise the business of letting units in the **residential scheme**, vacancies and its trading name. The owner of the **manager's unit** must keep the sign in good condition and pay for all fees and outgoings for the sign including electricity to illuminate the sign.

10. DISPUTE RESOLUTION

10.1 Section does not apply to debts

The provisions of this clause do not apply to the recovery of liquidated debts (but to remove any doubt the provisions of this clause do apply to the apportionment of costs and expenses between **owners**).

10.2 Notice of dispute

If a **dispute** exists, a **representative** may give a notice of it called a **dispute notice**. It is not mandatory for a **representative** to use the dispute resolution provisions of this **BMS**.

10.3 Form of notice

A **dispute notice** must:-

10.3.1 be in writing;

10.3.2 state the name and address of each **owner** involved in the **dispute**;

10.3.3 state in detail the grounds of the **dispute**;

10.3.4 be accompanied by sufficient information or materials dealing with the **dispute**;

10.3.5 be served upon each **owner** involved in the **dispute**, the **management group**, the **manager** and the **secretary**.

10.4 Adjudication

10.4.1 After service of a **dispute notice** the **owners** involved must correspond with each other and make a genuine attempt to resolve the **dispute**. If the **dispute** is not resolved within 7 days of the **dispute notice** being given, an **owner** involved in the **dispute** may give an **adjudication notice** to refer the **dispute** to adjudication.

10.4.2 An **adjudication notice** must:

10.4.2.1 be in writing;

10.4.2.2 state the name and address of each **owner** involved in the **adjudication**;

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10.4.2.3 be served upon each **owner** involved in the **adjudication**, the **management group**, the **manager** and the **secretary**.

10.4.3 **Appointment of adjudicator**

If the relevant **owners** cannot agree on an **adjudicator** within 7 days after an **adjudication notice** is given, an **owner** may request the President for the time being of the Queensland Law Society Incorporated to:

10.4.3.1 appoint a person who has the qualifications, experience or standing appropriate for acting as an **adjudicator** for the **dispute** and;

10.4.3.2 tell the parties the fee or expected fee to be paid for the **adjudication**.

If the Queensland Law Society Incorporated does not exist or the President declines to act then instead an **owner** may ask the head of the relevant professional body that governs dispute resolution in Queensland to make the appropriate appointment.

10.5 **Functions of adjudicator**

An **adjudicator** acting under this section:

10.5.1 acts as an expert and not as an arbitrator;

10.5.2 must investigate the **dispute** and may interview persons whom the **adjudicator** considers helpful in resolving the issues raised by the **dispute notice** and may inspect documents and collect information for that purpose;

10.5.3 must observe the rules of natural justice;

10.5.4 must act as quickly as is consistent with a fair and proper consideration of the **dispute**;

10.5.5 is not bound by the rules of evidence;

10.5.6 must determine the **dispute** within one month of being appointed;

10.5.7 must give a decision and written reasons for the decision within 14 days of determining the **dispute**; and

10.5.8 must, in making a decision about a **dispute** that relates to the cost of any cleaning, **operating costs** and **maintenance and repair** of **shared facilities** have regard to the criteria set out in clause 6.3 and that such costs must be apportioned in fair and equitable way and on a user pays basis.

10.6 **Adjudicator's decision binding**

To the extent that it is not contrary to law, the decision of an **adjudicator** is final and binding on the parties to the **dispute**.

10.7 **Costs of Adjudication**

The **owners** involved in the **dispute** must share equally the costs of the **adjudicator** unless the **adjudicator** orders otherwise.

10.8 **Each parties' costs**

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Subject to clause 10.7, **owners** must pay their own costs in connection with a **dispute**, **dispute notice**, **adjudication notice** and adjudication.

11. COST CONTRIBUTIONS

11.1 Contributions

The **management group** may determine the amounts necessary in its opinion to be raised by way of contributions (whether for administration purposes or to establish a sinking fund or for other purposes deemed appropriate) for the purposes of meeting its actual or expected liabilities incurred or to be incurred in carrying out its functions and levy on each **principal owner** a contribution to raise these amounts. Unless otherwise determined by the **management group** when setting a budget and determining the amount of contributions the **management group** has the authority to decide that any contributions payable will attract a discount of 20% if paid by the due date and be subject to a 2.5% per month penalty if any contribution is not paid within 1 month after it is due to be paid.

.1.2 Establishment of funds

On determining the amounts mentioned in the previous sub-clause, the **management group** may establish an administrative fund and/or a sinking fund:

11.2.1 into which fund (as determined by the **management group**) must be paid all amounts received by it (including the proceeds of the sale or other disposal of any real or personal property of the **management group**); and

11.2.2 into which may be paid any amounts paid to the **management group** by way of discharge of insurance claims.

11.3 Payment into bank account

The **management group** shall pay any amounts mentioned in the previous sub-clause that are received by it into an account established in a bank in the joint names of the **principal owners**. The bank account shall be operated in the manner determined by the **management group** from time to time.

.1.4 Special levies

If the **management group** becomes liable to pay an amount that it is unable to pay immediately it shall levy contributions under sub-clause 1 to raise the amount as a special levy.

11.5 Unpaid amounts

Any amount levied by the **management group** but unpaid by a **principal owner** shall be a liquidated debt due and owing to the non-defaulting **principal owner** or **owners** who may sue the other **principal owner** or **owners** to recover the unpaid amount.

11.6 Dispute about costs

If, based on actual use of any **shared facilities**, **shared access ways** or **shared structures** the apportionment of costs under the terms of this **BMS** results in a grossly inequitable apportionment of costs, the aggrieved party may refer the matter as a **dispute** under the dispute resolution provisions of this **BMS** if the **management group** cannot agree on an equitable way to apportion the costs. In resolving the **dispute** the parties and the **adjudicator** should have regard to clause 6.3.

11.7 Recovery of shared costs

It is intended that the **principal owners** invoice each other directly for shared costs of **maintenance and repair** and shared **operating costs** to minimise the administrative impact of this **BMS**. Where there is a cost to be shared under this **BMS**, the **owner** that incurred or is liable for the cost may demand the other owner contribute to the cost pursuant to this **BMS** by giving written notice. A written notice of demand to contribute to a shared cost must:-

11.7.1 be in writing;

11.7.2 stated that it demands payment for a shared cost under the terms of this **BMS**;

11.7.3 be accompanied by reasonable details of the calculation of the cost and include any appropriate invoices;

11.7.4 state the terms of payment (if any) required (e.g. payment by instalments or by offsetting other amounts owed).

An **owner** served with a demand to pay a contribution to a shared cost must, in the absence of manifest error, pay the amount demanded to the relevant **owner** within 14 days or such other period determined by the **management group** from time to time. If an **owner** fails to pay an amount demanded within the required period, the other owner may recover the amount as a debt and charge interest as set for contributions under clause 11.1.

11.8 Costs of spillage

An **owner** shall be responsible for the costs of rectification (including cleaning and administrative costs) where the **owner** or its **agents and invitees** cause **damage**, spillage, contamination or littering in any of the **shared accessways** or **shared facilities**.

12. TERMINATION

12.1 Termination of BMS

The **BMS** may be terminated if:

12.1.1 the **principal owners** by unanimous resolution decide to terminate it; and

12.1.2 to the extent necessary for the effective termination of the **BMS**, agreement about termination issues is entered into between:

12.1.2.1 all principal owners; and

12.1.2.2 each lessee under a registered or short term lease in respect of whole or part of the **building**; and

12.1.2.3 any other relevant provisions of the Land Title Act 1994 are complied with.

12.2 Statement of extinguishment

If clause 12.1 is satisfied, the **owners** must prepare and sign a statement of extinguishment of the **BMS** as required under the Land Title Act 1994 which must be lodged in the Department of Natural Resources and Mines.

12.3 Procedure upon extinguishment

Upon extinguishment of this **BMS** the assets and liabilities shall vest severally in the **principal owners** in equal proportions.

12.4 **Continuing current contracts**

Upon extinguishment of this **BMS** all current service contracts relating to the **shared facilities** and the **building** under the **BMS** must be maintained by the **principal owners** during the remaining terms of them.

12.5 **Costs of current contracts on termination**

Upon extinguishment of this **BMS principal owners** must contribute equally to the cost of the service contracts unless the **principal owners** have otherwise agreed to share the costs of the service contract in some other proportion.

12.6 **Keeping records**

Administrative, financial and other records maintained by the **management group**, **secretary** or the **manager** must be returned to the **principal owners** who must delegate one of their number to be their custodian who must retain the records for 7 years from the date of extinguishment.

12.7 **Costs of keeping records**

The **principal owners** must fix and contribute equally to the costs of the custodian appointed.

13. GENERAL

13.1 **BMS - rights run with ownership**

If a **lot** is subdivided in whole or in part:

13.1.1 the benefit of all rights created by this **BMS** will be annexed to and run with any new lots created; and

13.1.2 the burden of the obligations created by this **BMS** will be annexed to and run with any new lots created.

13.2 **Non-interference**

An **owner** and any person bound by this **BMS** must not interfere with a right given under this **BMS**.

13.3 **Owners and others to comply**

All **owners** must comply and must ensure their servants, contractors, agents, tenants, invitees and licensees comply with this **BMS**.

13.4 **Obligations**

Owners must act reasonably and in good faith in pursuing and ensuring the observance of the aims and objectives of this **BMS**. Others bound by this **BMS** must act reasonably and in good faith to ensure the observance by them of any obligation on them under this **BMS** and must act reasonably in pursuing the aims and objectives of this **BMS**.

13.5 **Not unreasonably interfere or affect**

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Notwithstanding any other provision of this **BMS**, in exercising a right pursuant to this **BMS**, the person exercising the right:

13.5.1 must not unreasonably or adversely affect or interfere with the use or enjoyment of an occupier of all or part of a **lot**;

13.5.2 must use its reasonable endeavours to minimise any disruption or inconvenience to an **owner** or occupier's use and enjoyment of a **lot**, licensed area or other part of the **building**;

13.5.3 if this **BMS** entitles a person to enter part of the **building** leased to or licensed to another person, the person:

13.5.3.1 must give reasonable written notice to the **owner** and occupier of the relevant area before entering; and

13.5.3.2 must comply with the security or other arrangements or requirements ordinarily applying for persons entering such area,

provided clause 13.5.3.1 does not apply if the need for the entry is, or is in the nature of, an emergency.

13.6 **Indemnity**

An **owner** must indemnify other **owners** and the **management group** from and against all actions, claims, suits, proceedings, costs and expense for any loss, damage, injury or death to any person or any public or private property arising directly or indirectly from the exercise by the **owner** or any person claiming under that **owner** or their servants, agents, invitees or licensees of the rights and licenses established in this **BMS**.

13.7 **Details to be given**

Owners must advise each other and the **management group** of the following and any changes from time to time:

13.7.1 address for service;

13.7.2 telephone number;

13.7.3 facsimile number;

13.7.4 emergency contact telephone number;

13.7.5 the owner's representative; and

13.7.6 the **representative's** telephone number.

13.8 **How notice to be given**

A notice required or permitted to be given under this **BMS** must be in writing. It may be given:

13.8.1 by personal delivery to the addressee; or

13.8.2 by leaving it at the last known address of the addressee; or

13.8.3 be sent by pre-paid ordinary post to the last known address of the addressee; or

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13.8.4 sent to the last known facsimile number of the addressee.

13.9 **When notice is given**

A notice is taken to be given:

13.9.1 on the second **business day** after posting (if sent by post);

13.9.2 by 5:00 pm on the **business day** a facsimile is sent, but otherwise on the next **business day**, unless the sender is aware the transmission is impaired.

FUTURE DEVELOPMENT

13.10 **Potential for Further Development**

Each **owner** acknowledges that a **lot** may be developed or further developed.

13.11 **Interference to be Minimised**

Such development or further development may cause temporary interference or disturbance to an **owner** or occupiers use and enjoyment of a **lot** including a **shared facility** or **shared structure**. In undertaking any development, an **owner** shall comply with clause 13.5.

13.12 **Reference to Dispute Resolution**

If an **owner** or occupier of a **lot** in the **building** believes that its use and enjoyment of its **lot** is being substantially interfered with because of development being undertaken on another **lot** in the **building**, the **owner** must refer the matter as a **dispute** in accordance with the dispute resolution procedure in accordance with the dispute resolution procedure in this **BMS**.

13.13 **Costs Following Establishment of Body Corporate**

Following the establishment of the **body corporate** on the **residential lot**, all costs and expenses in respect of any matter connected with the **shared facilities** or **shared structures** shall be apportioned in accordance with this **BMS**.

GST

13.14 **Gross Up**

If a person who makes a supply under this **BMS** is liable to pay **GST** on that supply and the consideration for that supply does not include an allowance for or is calculated without reference to, **GST**, then the supplier may recover an amount from the recipient that is equal to the **GST**.

13.15 **Tax Invoice**

The supplier shall provide a tax invoice to the recipient if requested by the recipient. The supplier shall also provide whatever reasonable evidence is required to substantiate the GST exclusive price and to show that an amount for **GST** was not factored into the GST exclusive price.

Deliver up Certificate of Title

13.16 So that an amendment to this **BMS** may be registered, each **owner** agrees to deliver up or arrange for production of, any Certificate of Title for the **owners lot**.

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Use of Certificate of Title

13.17 If the **owner** elects to deliver up the certificate of title, it shall be promptly delivered to the lodging party after notice is given by the **management group** to the **owner** and in exchange for an undertaking from the lodging party to use the certificate of title only for the purposes of registering the amendment to the **BMS**.

Production of Title

13.18 If the **owner** elects to arrange for production of the certificate of title, then the **owner** shall produce the certificate of title on the date and at the time requested by the lodging party on behalf of the **management group**.

Cost

13.19 The certificate of title shall be delivered up or produced at the cost of the **owner**.

Advice of Registration

13.20 The **management group** shall advise **owners** who deliver up or produce a certificate of title when the amendment to the **BMS** has registered.

Replacement

13.21 The **owner** shall be responsible for obtaining any replacement of the certificate of title.

Use of Units

13.22 Each **unit owner** will comply with whatever lawful restrictions apply to the use of their **lot** in the **residential scheme**.

Letting

13.23 No part of the **commercial lot** may be used for the purposes of letting **lots** or any part of a **lot** in the **residential scheme** without the written consent of the **residential letting agent**.

Access to Residential Caretaker's Office

13.24 The **commercial lot owner** and any relevant authority is granted access to the lobby of the **residential lot** to have access to and meet with the **residential caretaker** for the purposes of discussing matters in relation to the **building**.

Council Approvals

13.25 To the extent permitted by law the **residential lot owner** agrees not to object or make an adverse submission in relation to any applications for development approval sought by the **commercial lot owner** in relation to the **commercial lot**. If required by the relevant authority, the **residential lot owner** agrees to sign any consent required by the **commercial lot owner** to make an application for development approval in relation to the **commercial lot**.

14. INTERPRETATION

14.1 **Interpretation**

In this **BMS**:-

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14.1.1 headings are for convenience and do not affect the interpretation of this **BMS**;

14.1.2 the singular includes the plural and vice versa;

14.1.3 a reference to a gender includes all genders;

14.1.4 a reference to a statute, regulation, proclamation, ordinance or by-law includes all variation, consolidations or replacement of them;

14.1.5 a reference to an officer of an association or board or body which has ceased to exist include the most senior officer of the organisation established in place of the association or body to serve substantially the same purpose; and

14.1.6 words in bold have the meanings given them in the Dictionary of this **BMS**.

5. DICTIONARY

In this **BMS**:

15.1 **adjudicator** means the person appointed under clause 10.4;

15.2 **adjudication notice** means a notice given for the purposes of clause 10.4;

15.3 **agents and invitees** includes employees, servants, contractors, tenants, customers and licensees;

15.4 **body corporate** means a body corporate for a community titles scheme;

15.5 **building** means the building to which this **BMS** applies;

15.6 **BMS** means this building management statement;

15.7 **business hours** means the hours between 7:00am and 12:00 midnight on the days on which business is conducted on the **commercial lot**;

15.8 **commercial body corporate** means the **body corporate** established over the **commercial lot**;

15.9 **commercial lot** means Volumetric Lot 1 on SP 180151;

15.10 **commercial lot owner** means the **owner** of the **commercial lot** which may include the **commercial body corporate**;

15.11 **commercial unit owner** means an **owner** who is a member of the **commercial body corporate**;

15.12 **Council** means the Gold Coast City Council;

15.13 **damage** means, for coverage under insurance required to be put in place under this **BMS**:-

15.13.1 earthquake, explosion, fire, lightning, storm, tempest, flood and water damage; and

15.13.2 glass breakage; and

15.13.3 damage from impact, malicious act and riot.

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15.14 developer means Sierra Grand Pty Ltd ACN 111 799 583 as Trustee Under Instrument 708773167 and its assigns;

15.15 **dispute** means a state of affairs where the **owners** cannot reach agreement;

15.16 **dispute notice** means a notice given under clause 10.2;

15.17 **external influences** means any act including structural damage or defects damage by fire, lightning, tempest, earthquake, flood, explosion, failing objects, acts of God or acts of enemies of the State or Commonwealth, sabotage, terrorism or damage or defects which arise unintentionally and without negligence;

15.18 **GST** means the goods and services tax under the A New Tax System (Goods and Services Tax) Act and includes only GST related legislation;

15.19 **lot** means a lot as defined in the Land Title Act which is a lot in the **building** to which this **BMS** applies and where relevant includes the **residential body corporate** common property and the **commercial body corporate** common property;

15.20 **maintenance and repair** means cleaning, maintaining, inspecting, repairing, replacing, altering and renewing;

15.21 **manager** means the manager appointed under clause 8.8;

15.22 **manager's unit** means Lot 201 on SP 182337 in the **residential scheme** or any other **lot** designated by the **original registered owner**;

15.23 **management group** means the management group established under clause 8.1;

15.24 **operating costs** means the direct and indirect costs of operation and includes the costs of management and administration;

15.25 **original registered owner** means Sierra Grand Pty Ltd ACN 111 799 583 as Trustee Under Instrument 708773167;

15.26 **owner** means the owner of a **lot** from time to time and where relevant includes a **body corporate**;

15.27 **plan** means the plan or plans in Schedule 2;

15.28 **principal lots** means the **commercial lot** and the **residential lot**;

15.29 **principal owner** means an **owner** of one of the **principal lots** and where the **principal lot** is a community titles scheme it means the **body corporate** for that community titles scheme;

15.30 **representative** means a **principal owner's** representative on the **management group** appointed under clause 8;

15.31 **residential body corporate** means the **body corporate** for the **residential scheme**;

15.32 **residential caretaker** means the service contractor engaged by the **residential body corporate** to be the caretaker of the common property for the **residential scheme**;

15.33 **residential letting agent** means the person appointed by the **residential body corporate** to carry out a letting business from the **residential scheme**;

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15.34 **residential lot** means Lot 2 on SP 180151;

15.35 **residential lot owner** means the owner of the **residential lot** which may include the **residential body corporate**.

15.36 **residential scheme** means the community titles scheme established over the **residential lot**;

15.37 **secretary** means the professional secretary appointed under clause 8;

15.38 **shared facilities** are the services, areas, facilities, machinery and equipment that more than one **principal owner** is entitled or intended to use under this **BMS** and as at the date of this statement including the following:-

15.38.1 the main switch room if it services more than one **principal lot**;

15.38.2 any garbage collection/storage area that services more than one **principal lot**;

15.38.3 fire control room;

15.38.4 fire exit signs;

15.38.5 fire pump room;

15.38.6 plant room;

15.38.7 car park exhaust fan room;

15.38.8 fire control panel;

15.38.9 booster pumps;

15.38.10 fire alarms;

15.38.11 any gas meter room which services the **commercial lot** and the **residential lot**;

15.38.12 any main communication room that services the **residential lot** and the **commercial lot**;

15.38.13 basement stairs;

15.38.14 fire stairs;

15.38.15 fire escapes and fire egress;

15.38.16 fire equipment that is for use by the **residential lot** and the **commercial lot**; and

15.38.17 any other areas or parts of the **utility infrastructure** shared by **residential lot** and the **commercial lot** for which use may be needed from time to time.

15.39 **shared accessways** means any entrance ways, pathways, entrance halls, landings, passages, passenger and goods lifts, escalators, travelators, stairways, driveways, roadways or other reasonable areas which are designated by the **management group** as shared accessways from time to time or designated as such in this **BMS**;

15.40 **shared structures** are the structures of the **building** which form a common boundary between the **principal lots** or which provide support, protection or shelter between the **principal lots** or structures where the benefit or enjoyment of the structure accrues to the **principal lots**;

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15.41 **unit owner** means an **owner** who is a member of the **residential body corporate**;

15.42 **utility infrastructure** means cables, wires, pipes, sewers, drains, ducts, conduits, laser and optical fibres, and electronic data or impulse communication, transmission or reception systems and any other equipment or means by which **lots** are supplied with **utility services**;

15.43 **utility services** means:-

- water reticulation or supply;
- gas reticulation or supply;
- electricity supply;
- air-conditioning;
- a telephone service;
- a computer, data or television service;
- a sewer system;
- drainage;
- a system for the removal or disposal of garbage or waste;
- any other system or service designed to improve the amenity or enhance the enjoyment of **lots**;
- irrigation; and
- security system.

Schedule 1

SHARED FACILITIES

	Shared Facility	Benefited Lots	Nature of Right	Conditions Applying to Rights	Shared Cost	Method of Apportioning Costs	Maintenance/ Operating Responsibility
1.	Shared Driveway - Shown as Area A on the Plan attached.	**commercial lot**	Non exclusive right for vehicle and pedestrian access over the area shown as Area A on the plan attached.	1. Vehicles must not be driven at a speed greater than that set by the **management group** from time to time. 2. Vehicles cannot be driven over or parked in areas that are designed for pedestrian access. 3. Parking of vehicles is not permitted in the driveway area except in areas designed by the **management group**. 4. The **commercial lot owner** is entitled to access through any basement car park security gate and is entitled to any necessary access device for such security gates (on payment of any reasonable cost of the access device) to allow the **commercial lot owner** and any **commercial unit owners** access to their storage areas located in the basement.	**maintenance and repair** but not cleaning.	The Shared Costs should be apportioned according to the number of car spaces in the basement of the **building** for use by the **commercial lot** and the **residential lot**.	**residential lot owner**

	Shared Facility	Benefited Lots	Nature of Right	Conditions Applying to Rights	Shared Cost	Method of Apportioning Costs	Maintenance/ Operating Responsibility
2.	Plaza Area - Shown as Area B on the Plan attached.	**residential lot**	Non exclusive right to use area B for pedestrian access to and from the **residential lot**	1. Members of the public may also use the Plaza subject to the **commercial lot owner's** rights at law to remove or refuse access to persons for security reasons and so that nuisances are not created. 2. The rights of the **residential lot owner** and **residential unit owners** to use this area may also be exercised by their invitees and customers. 3. The shared costs for **maintenance and repair** as well as **operating costs** apply to the gardens, sculpture and architectural features in the Plaza Area B. 4. The **commercial lot owner** cannot lock off or deny access through the public plaza accessway that allows for access between Surf Parade and Gold Coast Highway unless there is an emergency, danger or other extraordinary circumstances. 5. The **commercial lot owner** may place or allow to be placed in Plaza Area B tables and chairs for use by customers of restaurants and/or food and beverage businesses conducted from the **commercial lot** provided that the **commercial lot owner** complies (and ensures that each **commercial unit owner** complies) at all times with the obligations under condition 4.	**maintenance and repair** and **operating costs**	Costs shall be apportioned equally between the **commercial lot** and the **residential lot**. If costs for the area cannot be identified accurately (e.g. the lighting for the area is not separately metered) then the cost allocated to the area shall be determined by the **management group**. If the **management group** cannot decide unanimously then the matter shall be a **dispute** and the dispute resolution provisions shall apply.	**commercial lot owner**
3.	Electricity Sub-Station - Shown as Area C	**residential lot**	Right to have access to the electrical sub-station	1. Only appropriately licensed tradespersons and engineers may access the area.	**maintenance and repair**	**residential lot** - 50% **commercial lot** -	**commercial lot owner**

	Shared Facility	Benefited Lots	Nature of Right	Conditions Applying to Rights	Shared Cost	Method of Apportioning Costs	Maintenance/ Operating Responsibility
	on the Plan attached on the **commercial lot**.		as **utility infrastructure**.	2. The **commercial lot owner** is not obliged to carry out **maintenance and repair** or incur **operating costs** where these are the responsibility of any relevant electricity corporation or authority.		50%	
4.	Service Bay Commercial Entry - Shown as Area D on the Plan attached.	**commercial lot**	Non exclusive right to use Area D for vehicle and pedestrian access and for short term standing of commercial vehicles.	1. Vehicles must not be parked in the service bay other than for bona fide commercial loading and unloading, deliveries and tradespersons.	**operating costs** and **maintenance and repair**	**residential lot** - 50% **commercial lot** - 50%	**residential lot owner**
5.	Service Bay - Shown as Area E on the Plan attached.	**residential lot**	Non exclusive right to use the Area E **shared accessway** and non exclusive right for temporary standing of commercial vehicles for delivery purposes and right to collect refuse from and deposit refuse in the adjacent refuse room with and without vehicles. Right to collect refuse and deposit bins with and without vehicles	1. Vehicles are not to be parked in the service bay on a long term basis. 2. Details of the vehicle and person using the service bay should be reported to the **residential caretaker**. 3. Vehicles shall not be allowed to stand in the service bay at times where this interferes with the collection of refuse on regular refuse collection days.	**maintenance and repair**	**residential lot** - 50% **commercial lot** - 50%	**commercial lot owner**
6.	Kitchen Exhausts The kitchen exhausts and ducting in the **residential lot** that	**commercial lot**	The right to use the exhaust ducting on the **residential lot** and any other exhaust ducting on	1. The Kitchen Exhaust must be kept in good repair, fair wear and tear excepted.	**maintenance and repair** and **operating costs.**	**commercial lot** – 100%	**commercial lot owner**

	Shared Facility	Benefited Lots	Nature of Right	Conditions Applying to Rights	Shared Cost	Method of Apportioning Costs	Maintenance/ Operating Responsibility
	service the **commercial lot**, including the kitchen exhausts in area F on the plan attached.		the **residential lot** installed by the **developer** that services the **commercial lot**, for the purposes of removing exhaust emissions, gases, odours and air from the **commercial lot**.				
7.	Plant Room – shown as area G on the plan attached.	**commercial lot**	Exclusive right to instal, maintain, operate and replace the mechanical plant, including air conditioning plant.	1. Equipment installed by or on behalf of the **commercial lot owner** must not interfere with equipment already installed by the owner of the **residential lot**. 2. Any equipment installed in the Plant Room by the **commercial lot owner** or the owner of a **lot** in the **commercial scheme** does so at their own risk and indemnifies the **residential lot owner** for any cost, loss or damage due to malfunction caused by their equipment.	**maintenance and repair** and **operating costs**	**commercial lot** – 100%	**commercial lot owner**
8.	Grease Traps - the grease traps in the **residential lot** that service the **commercial lot**, including the grease traps in Area H on the plan attached.	**commercial lot**	Access to and from and use of the grease trap. These rights may also be exercised by the **agents and invitees** of the **commercial lot owner**.	1. The **commercial lot owner** will ensure that the pumping of the grease traps is carried out at a time that will minimise inconvenience to the **residential lot owner** and its **agents and invitees**. 2. The **commercial lot owner** will keep the grease traps in good condition and will have them cleared regularly.	**maintenance and repair** and **operating costs**.	**commercial lot** – 100%	**commercial lot owner**

	Shared Facility	Benefited Lots	Nature of Right	Conditions Applying to Rights	Shared Cost	Method of Apportioning Costs	Maintenance/ Operating Responsibility
9.	Communications Room shown as Area I on the plan attached – The Communications room located on the ground floor of the **building** on the **residential lot**.	**commercial lot**	The right to access the Communications Room to install communications equipment and infrastructure to service the **commercial lot** and to bring power to the Communications Room to operate such equipment.	1. Equipment installed by or on behalf of the **commercial lot owner** must not interfere with equipment already installed by the owner of the **residential lot**. 2. Any equipment installed in the Communications Room by the **commercial lot owner** or the owner of a **lot** in the **commercial scheme** does so at their own risk and indemnifies the **residential lot owner** for any cost, loss or damage due to malfunction caused by their equipment. 3. Any works in the Communications Room that may have the effect of interrupting the operation of communication equipment should be notified to all relevant parties. Any interruptions should be avoided to the greatest extent possible. If an interruption cannot be avoided then reasonable notice must be given and the works carried out at a time when they would cause minimal disruption.	**maintenance and repair** of equipment installed in the telecommunications room should be the responsibility of the installer or owner of the equipment.	Parties are responsible for their own equipment however the costs of **maintenance and repair** of the telecommunications room shall be the responsibility of the **residential lot**.	**residential lot owner**. Owners shall be responsible for their own equipment located in the telecommunications room.

	Shared Facility	Benefited Lots	Nature of Right	Conditions Applying to Rights	Shared Cost	Method of Apportioning Costs	Maintenance/ Operating Responsibility
10.	Sign on the corner of Gold Coast Highway and Margaret Avenue shown as Area J.	**Manager's unit.**	Right to display signage on part of the sign for the business of the **residential letting agent.**	The owner of the **manager's unit** is granted the right to display signage on part of the sign. This signage must be: 1. of an appropriate size and location; and 2. of good quality and appearance so as to be consistent with the architectural theme of the building.	If there is no separate metering to the sign, then all **operating costs** will be shared in accordance with the formula in the following column. If there is separate metering to the sign, then all **operating costs** for the relevant part of the sign used by the **residential letting agent** will be paid by the owner of the **manager's unit**. The owner of the **manager's unit** must contribute to the **maintenance and repair** costs according to the formula in the following column.	The **maintenance and repair** and **operating costs** are based upon the area of the sign used by the **residential letting agent** and the total usable area of sign.	**Commercial lot owner.**

	Shared Facility	Benefited Lots	Nature of Right	Conditions Applying to Rights	Shared Cost	Method of Apportioning Costs	Maintenance/ Operating Responsibility
11.	Main Switch Room (including ventilation) – shown as Area K on **residential lot**	**commercial lot**	Right to shared use of service.	1. A contractor shall be engaged to carry out any **maintenance and repair** of the main switch room (except for cleaning which is the responsibility of the **residential lot owner**). The contractor is directed to apportion any costs of **maintenance and repair** between the parties based on the principals set out in clause 6.3 and the contractor's expert knowledge. 2. The contractor is also directed to apportion any operating costs for the main switch room except for electricity to light the main switch room which shall not be apportioned. 3. The parties agree to apportion costs as determined by the contractor.	**maintenance and repair** and **operating costs**		**residential lot owner**
12.	Storage rooms shown as area L on the plan attached.	**commercial lot**	Exclusive right to the use of the storage rooms for the purpose of storage.	Nil	**maintenance and repair**	**commercial lot** – 100%	**commercial lot owner**

	Shared Facility	Benefited Lots	Nature of Right	Conditions Applying to Rights	Shared Cost	Method of Apportioning Costs	Maintenance/ Operating Responsibility
13.	Fire Protection Systems	**commercial lot** and **residential lot**	1. Right to have and maintain a system of fire protection, inspection and advice on fire systems in the **building**. 2. The right for a service contractor to have access to the **building** when requested to test sprinklers, detectors and other fire protection equipment and systems.	1. The **management group** is to procure a contract with an appropriately qualified fire protection and inspection contractor and request the contractor to apportion the costs of the contract between the **commercial lot** and the **residential lot**. 2. The **commercial lot owner** and the **residential lot owner** agree to be responsible for the costs of the fire protection systems contract and enter into such a contract when organised by the **management group**. 3. If such an agreement is not in place for a period of 2 consecutive months, the **commercial lot owner** or the **residential lot owner** may procure such a contract instead of the **management group**. 4. If a sprinkler or fire detector in a **lot** is faulty, the owner of that **lot** is responsible for the **maintenance and repair** of that sprinkler or detector. 5. The **commercial lot owner** and the **residential lot owner** must ensure appropriate and adequate fire extinguishers are in their respective lots for the type of use of their lot and that the extinguishers are regularly tested and maintained.	Cost of fire protection system contract.	The contractor shall be requested to apportion the costs under the agreement between the **commercial lot** and the **residential lot** based on the amount of equipment located on each **lot** and time spent on inspecting each **lot**.	**residential lot owner** to be responsible for administering the contract with the fire protection maintenance contractor.

	Shared Facility	Benefited Lots	Nature of Right	Conditions Applying to Rights	Shared Cost	Method of Apportioning Costs	Maintenance/ Operating Responsibility
14.	Security Video Cameras	**commercial lot** and **residential lot**	The right to have access to data and video collected by video security cameras and taping equipment.	1. The **principal lot owners** shall share information and video data collected from security video cameras. 2. The **lot owners** consent to the use of video security and video surveillance of walkways and passageways and any other areas agreed to from time to time by the **management group** for security purposes.	**Operating costs, maintenance and repair**	**residential lot** – 50% **commercial lot** – 50%	**residential lot owner**
15.	Car Park Exhaust Fans	**commercial lot**	Right to shared use of Car Park Exhaust Fans.	Nil	**maintenance and repair**	According to the number of car spaces on **residential lot** and the **commercial lot** in the basement car park.	**residential lot owner**

	Shared Facility	Benefited Lots	Nature of Right	Conditions Applying to Rights	Shared Cost	Method of Apportioning Costs	Maintenance/ Operating Responsibility
16.	Electricity generator in basement car park upper level	**commercial lot**	Right to shared use of emergency electricity generator.	1. The **residential lot owner** may enter into a remote curtailment agreement or similar agreement with Energex Limited or similar utility provider. 2. The supply of electricity from the generator shall be for emergency lighting and emergency facilities and is not intended for non-essential uses. 3. The **commercial lot owner** shall not connect up to the electricity generator electrical items that put an unnecessary or unreasonable load on the generator. 4. The **residential lot owner** shall have a maintenance agreement with an independent contractor to properly carry out **maintenance and repair**.	**maintenance and repair** and **operating costs**	The **operating costs** shall be shared based on the load imposed on the generator by each of the **commercial lot** and **residential lot** as determined or otherwise estimated by an electrical engineer or contractor retained by the **management group**. Costs shall be shared in proportion of 90% **residential lot owner** and 10% **commercial lot owner** unless the electrical contractor or engineer retained by the **management group** considers that this is not a fair and equitable apportionment and the contractor and engineer shall advise the apportionment of costs to be shared.	**residential lot owner**

Title Reference

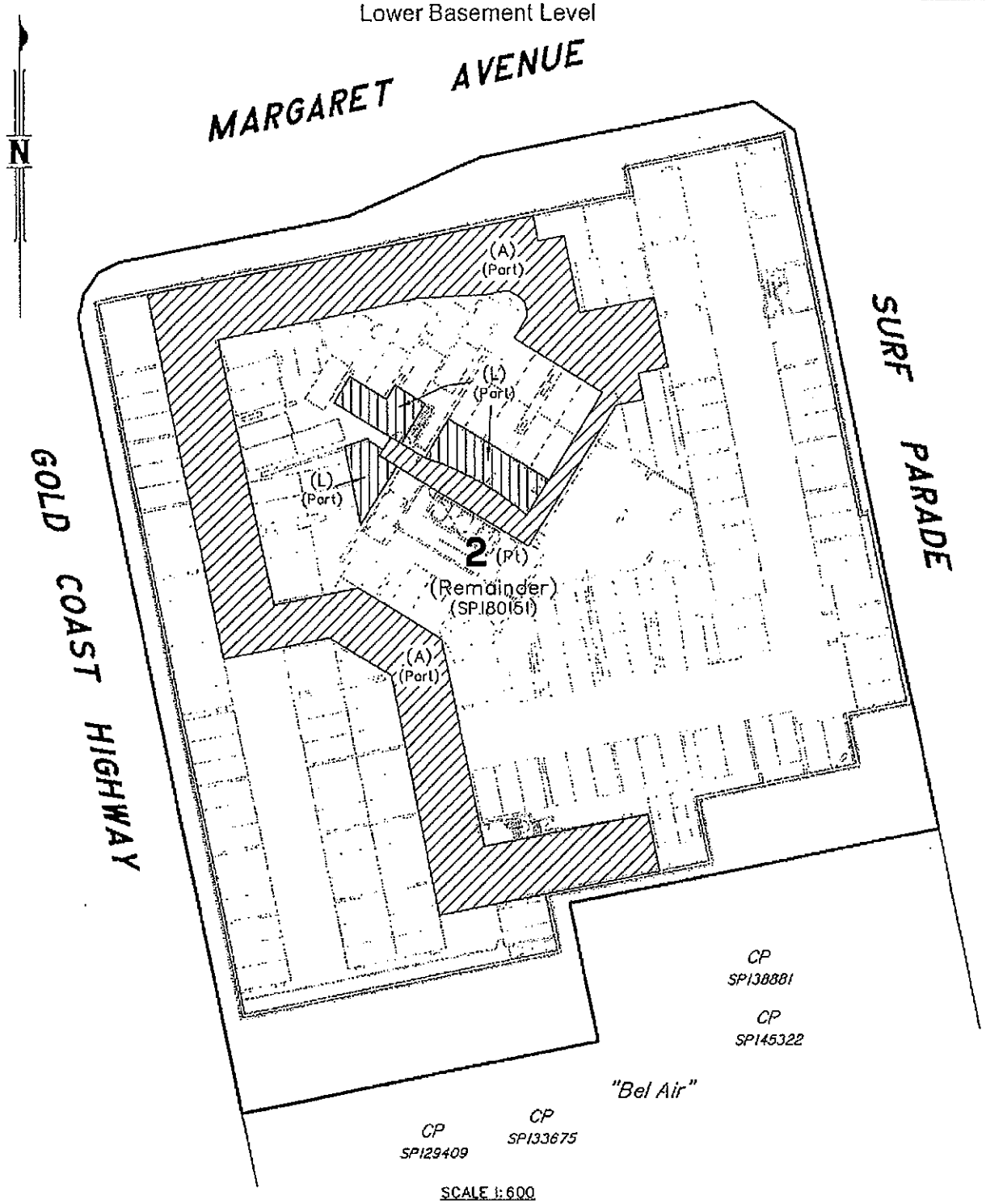
Schedule 2

Plan of BMS Areas

Sheet	of
1	4

Sierra Grand

Lower Basement Level



SCALE 1:600

0m 10 20 30 60 90m

NOTES
1. Drawn to Scale on A4 sheet
2. All dimensions & areas are approximate only & subject to confirmation by survey and completion of the building.
3. Subject to approval by GCCC & registration of a plan of survey in the Dept. of Natural Resources and Mines.
4. Volumetric Lots extend from the centreline of the floor to the centreline of the ceiling unless noted otherwise.
6. Rev A. BMS Areas (I), (J), (K) & (L) added, Rev B Area (A) Amended

TITLE

Plan of BMS Area A & L
in Lot 2 on SP180151
(Future Level A on SP182337)

Bennett & Bennett
Consulting Surveyors, Development Consultants & Town Planners

95 Upton Street, Bundall
Ph (07) 5574 0733
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mail@bennettandbennett.com.au

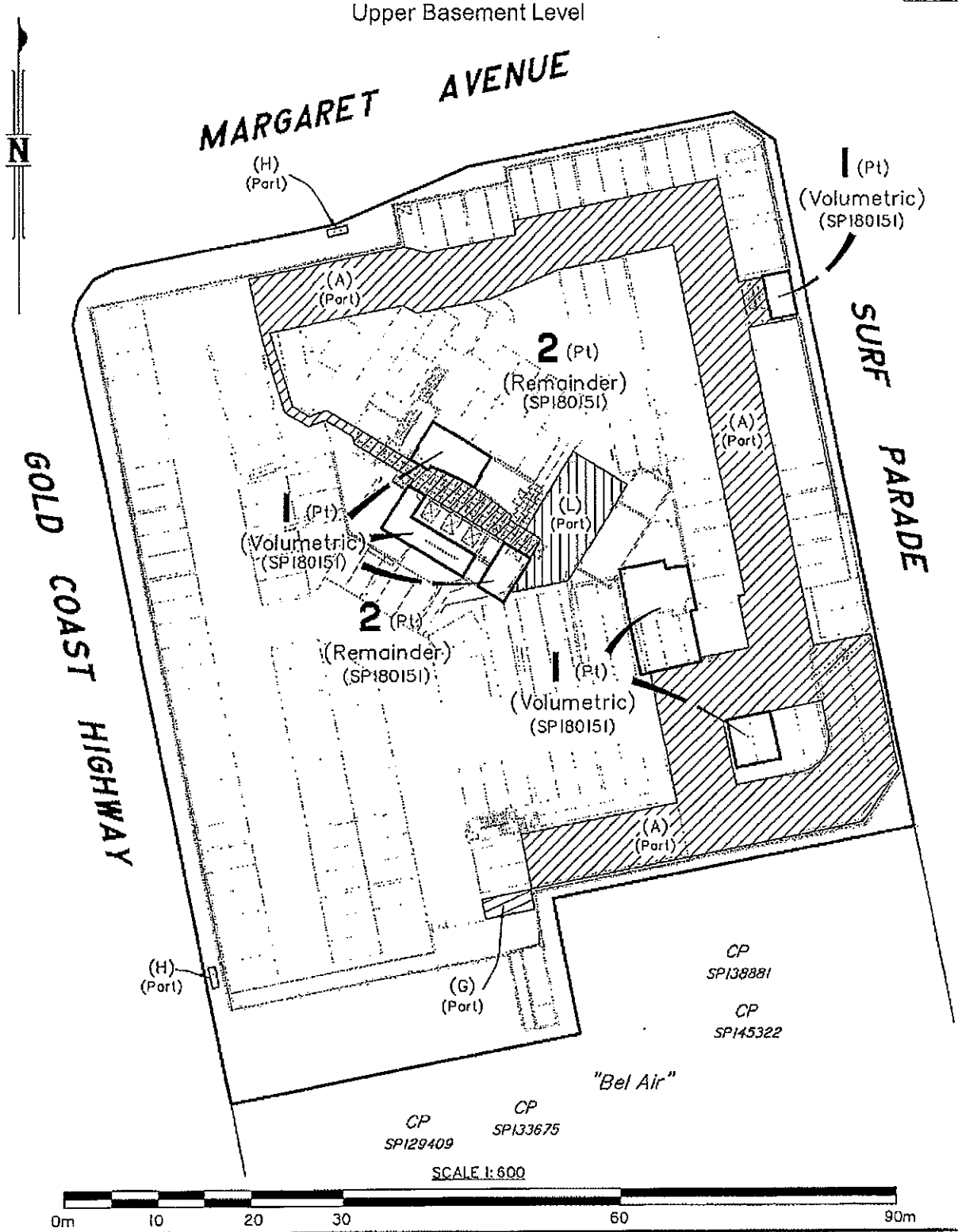
21 Dreamworld Pkway, Coomera
Ph (07) 5573 6177
Fax (07) 5529 4342

Drawn	Surv'd	Auth.	CLIENT		
SS			Amalgamated Property Group		
Parish: GILSTON			L/Book	Comp File	
County: WARD			Date: 31/1/08	Dwg File: 05080BMS_B	
Job Ref.: 05080			SCALE: 1:600	PLAN No.: 7	Rev.: B

Sheet	of
2	4

Sierra Grand

Upper Basement Level



NOTES
1. Drawn to Scale on A4 sheet
2. All dimensions & areas are approximate only & subject to confirmation by survey and completion of the building.
3. Subject to approval by GCCC & registration of a plan of survey in the Dept. of Natural Resources and Mines.
4. Volumetric Lots extend from the centreline of the floor to the centreline of the ceiling unless noted otherwise.
5. Rev A. BMS Areas (I), (J), (K) & (L) added. Rev B Area (A) Amended

TITLE

Plan of BMS Areas A, G, H & L
in Lot 2 on SP180151
(Future Level B on SP182337)

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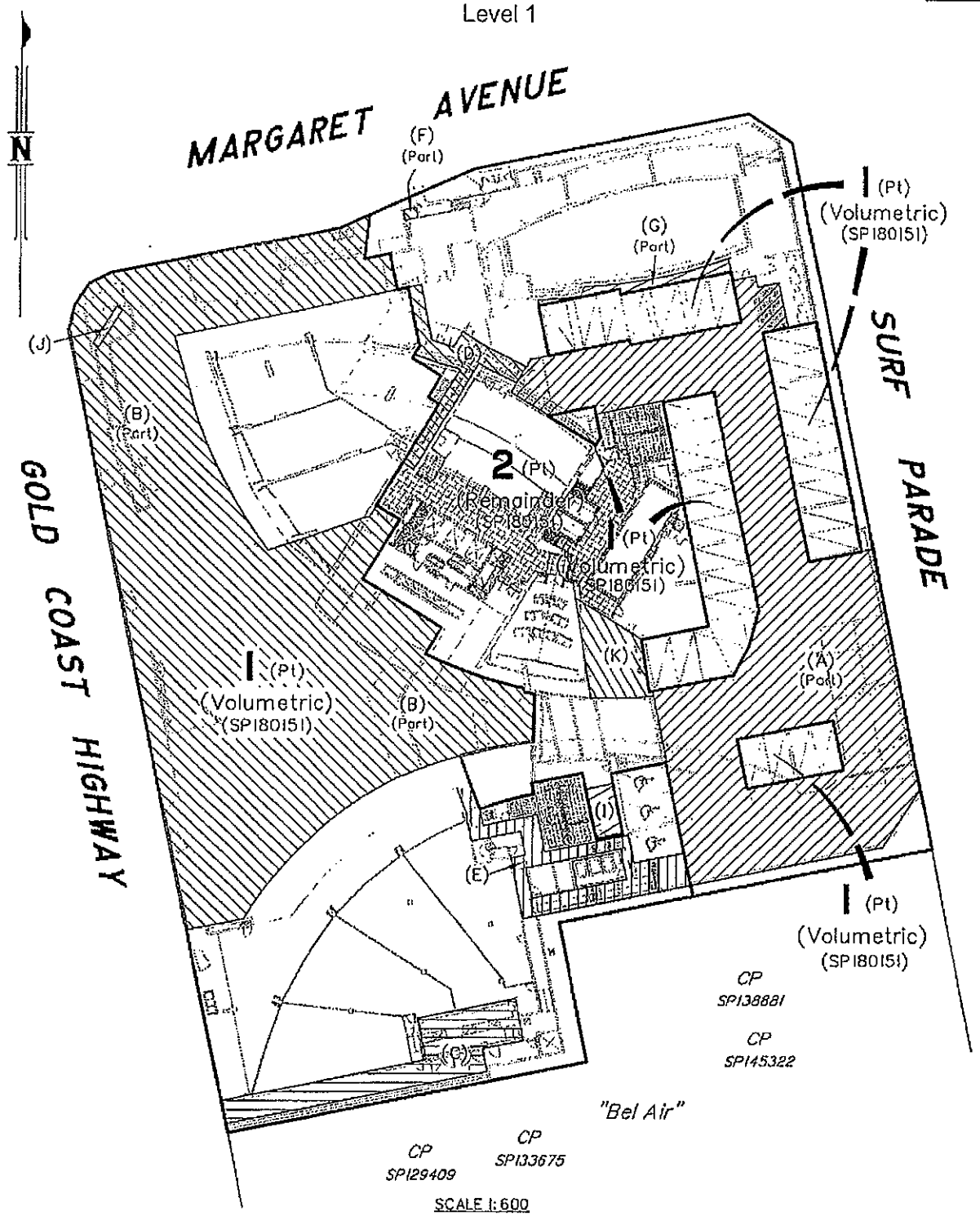
Drawn	Surv'd	Auth.	CLIENT		
SS			Amalgamated Property Group		
Parish: GILSTON			L/Book	Comp File	
County: WARD			Date: 31/1/08	Dwg File: 05080BMS_B	
Job Ref.: 05080			SCALE: 1:600	PLAN No.: 7	Rev.: B

Sheet	of
3	4

Sierra Grand
Level 1



NOTES
1. Drawn to Scale on A4 sheet
2. All dimensions & areas are approximate only & subject to confirmation by survey and completion of the building.
3. Subject to approval by GCCC & registration of a plan of survey in the Dept. of Natural Resources and Mines.
4. Volumetric Lots extend from the centreline of the floor to the centreline of the ceiling unless noted otherwise.
5. Rev A. BMS Areas (I), (J), (K) & (L) added. Rev B Area (A) Amended

TITLE Plan of BMS Areas A, D, F, G, I & K in Lot 2 SP180151 & BMS Areas B, C, E & J in Lot 1 on SP180151 (Future Level C on SP182337)

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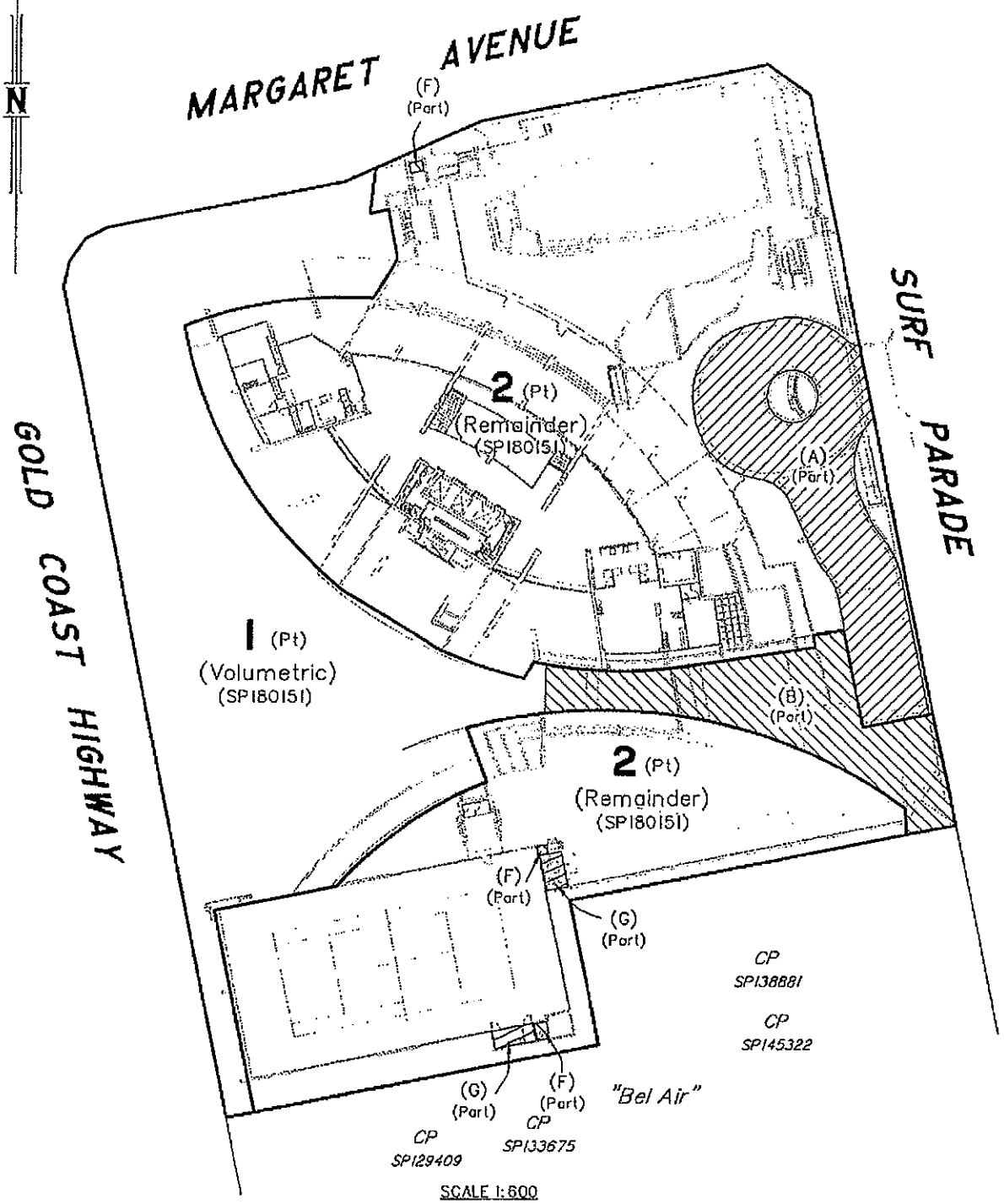
Drawn	Surv'd	Auth.	CLIENT	
SS			Amalgamated Property Group	
Parish: GILSTON			L/Book	Comp File
County: WARD			Date: 31/1/08	Dwg File: 05080BMS_B
Job Ref.: 05080			SCALE: 1:600	PLAN No.: 7 Rev.: B

Sierra Grand

Level 2

Sheet	of
4	4



NOTES
1. Drawn to Scale on A4 sheet
2. All dimensions & areas are approximate only & subject to confirmation by survey and completion of the building.
3. Subject to approval by GCCC & registration of a plan of survey in the Dept of Natural Resources and Mines.
4. Volumetric Lots extend from the centreline of the floor to the centreline of the ceiling unless noted otherwise.
5. Rev A. BMS Areas (I), (J), (K) & (L) added, Rev B Area (A) Amended

TITLE
Plan of BMS Areas A, F & G
in Lot 2 on SP180151
& BMS Area B
in Lot 1 on SP180151
(Future Level D on SP182337)

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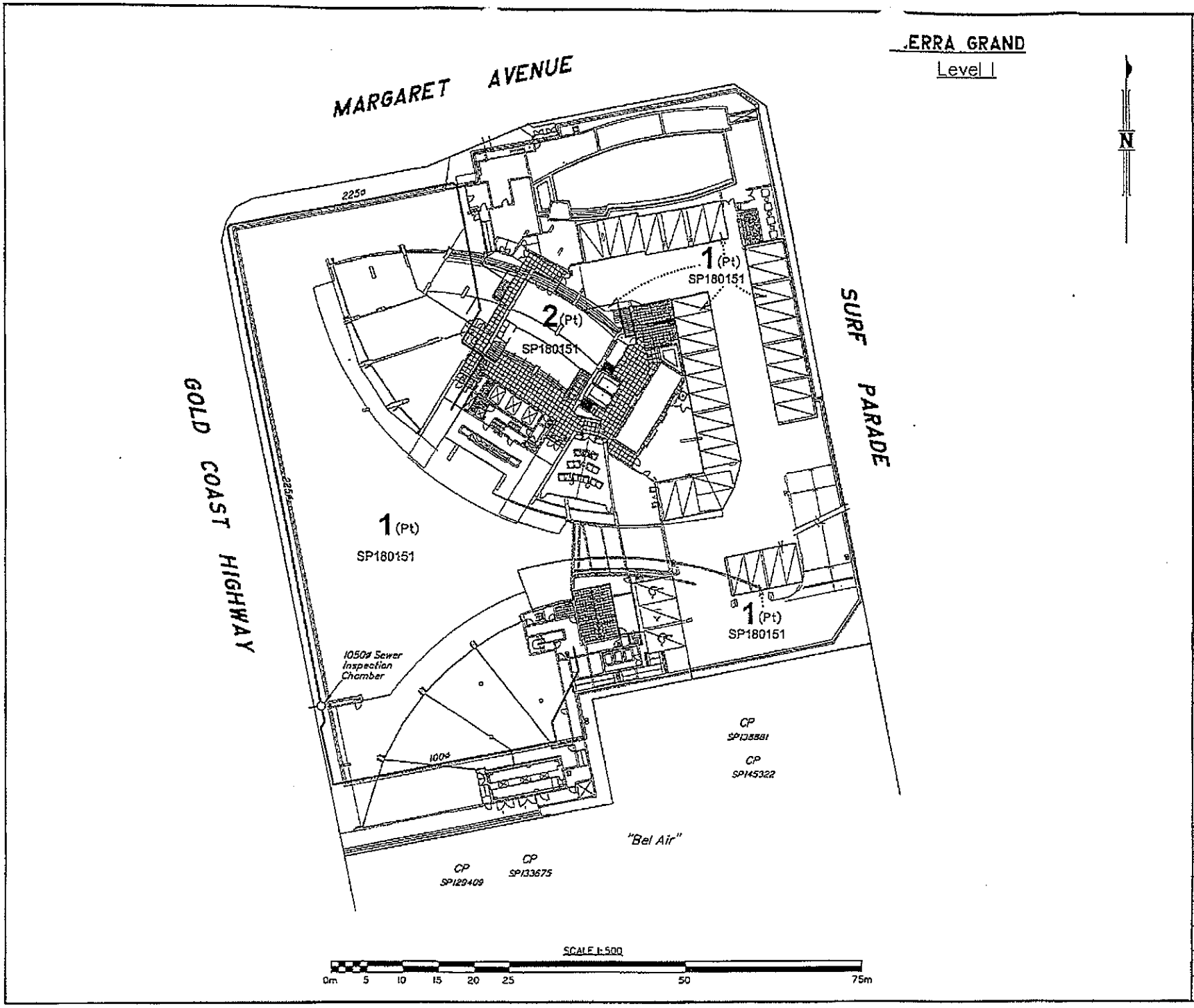
Drawn	Surv'd	Auth.	CLIENT	
SS			Amalgamated Property Group	
Parish: GILSTON			L/Book	Comp File
County: WARD			Date: 31/1/08	Dwg File: 05080BMS_B
Job Ref.: 05080			SCALE: 1:600	PLAN No.: 7 Rev.: B

Title Reference

Schedule 3

Sewerage Diagram



BENNETT + BENNETT
Property Consultants, Surveyors + Town Planners

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Fax (07) 3839 7277

COOMERA OFFICE
9 Jowett Street,
Coomera
Ph (07) 5573 6177
Fax (07) 5529 4342

Rev	Date

NOTES:
1. Drawn to scale on an A3 sheet.
2. Sewer line information & location provided by DBI Design Plans: G04107-H-110-AFC-05 & G04107-H-111-AFC-04
3. Base Architectural drawings provided by DBI Design
4. All pipes are 100Ø PVC unless noted otherwise.

TITLE
Plan of Shared Sewerage Lines in Lots 1 & 2 on SP180151 "Sierra Grand"

CLIENT Amalgamated Property Group	
Drawn CTW	Parish GILSTON
Surv'd	County WARD
Authorised	Job Ref. 05080
L/Book	Comp File
Date 06/02/08	Dwg File 05080SEWSL
SCALE 1:500	PLAN No. 8 Rev.

Title Reference

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Sierra Grand CTS 38268

ABN 21 298 045 089

STATEMENT

Transfer Date: 29/03/17

MN Mangraviti
Unit 1906, Sierra Grand
22 Surf Parade
Broadbeach Qld 4218

Statement Period			
01 Apr 24 to 23 Dec 25			
A/c No	155	Lot No	1906
Page Number	1	Unit No	1906

Date	Type	Details	Reference	Debit	Credit	Balance
		Brought forward				-2,993.63
01/04/24	Administrative Fund	01/04/24 to 31/07/24	I0010910	1,784.38		-1,209.25
01/04/24	Sinking Fund	01/04/24 to 31/07/24	I0011149	866.61		-342.64
01/04/24	Insurance Fund	01/04/24 to 31/07/24	I0011388	342.64		0.00
27/06/24	Administrative Fund	01/08/24 to 30/11/24	I0011627	2,025.27		2,025.27
27/06/24	Sinking Fund	01/08/24 to 30/11/24	I0011866	910.80		2,936.07
27/06/24	Insurance Fund	01/08/24 to 30/11/24	I0012105	419.31		3,355.38
30/07/24	Receipt	Administrative Fund	R0004618		1,620.22	1,735.16
30/07/24	Receipt	Sinking Fund	RA004618		728.64	1,006.52
30/07/24	Receipt	Insurance Fund	RB004618		419.31	587.21
30/07/24	Discount	Admin Discount	RC004618		405.05	182.16
30/07/24	Discount	Sink Discount	RD004618		182.16	0.00
28/10/24	Administrative Fund	01/12/24 to 31/03/25	I0012344	2,025.27		2,025.27
28/10/24	Sinking Fund	01/12/24 to 31/03/25	I0012583	910.80		2,936.07
28/10/24	Insurance Fund	01/12/24 to 31/03/25	I0012822	419.31		3,355.38
22/11/24	Receipt	Administrative Fund	R0004865		1,620.22	1,735.16
22/11/24	Receipt	Sinking Fund	RA004865		728.64	1,006.52
22/11/24	Receipt	Insurance Fund	RB004865		419.31	587.21
More details on next page...				$18,959.61	$18,959.61	Nil

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

Payment Options

Tel: 1300 552 311 Ref: 1543 2207 5	Telephone: Call this number to pay by credit card. International: +613 8648 0158 (charges apply).	VISA MasterCard AMERICAN EXPRESS Diners Club INTERNATIONAL
www.stratamax.com.au Ref: 1543 2207 5	Internet: Make credit card payments online (charges apply). Visit www.stratamax.com.au	
www.stratapay.com/ddr Ref: 1543 2207 5	Direct Debit: Make auto payments from your credit card* or bank account. Visit stratapay.com/ddr to register *Credit card charges apply.	
Biller Code: 74625 Ref: 1543 2207 5	BPay: Contact your participating financial institution to make a payment from your cheque or savings account using BPay. BPAY® Registered to BPAY Pty Ltd ABN 69 079 137 518	
Billpay Code: 3599 Ref: 1543 2207 5	In Person: Present this bill in store at Australia Post to make cheque or EFTPOS payments.	
Make cheque payable to: StrataPay 1543 2207 5	Mail: Send cheque with this slip by mail to: StrataPay, Locked Bag 9 GCMC, Bundall Qld 9726 Australia	
BSB: 067-970 Acct No: 1543 2207 5 (Applies to this bill only)	Internet Banking - EFT: Use this BSB and Account Number to pay directly from your bank account in Australian Dollars (AUD). Account Name: StrataPay Bank: CBA, Sydney, Australia.	

All payments made through StrataPay payment options are subject to User Terms and Conditions available at www.stratapay.com or by calling 1300 135 610 or email info@stratapay.com. By using the payment options provided by StrataPay you are taken to have read and understood these User Terms and Conditions prior to using StrataPay. Credit card acceptance is subject to notation above. Additional charges may apply.

STRATAPAY

StrataPay Reference
1543 2207 5

Amount	Due Date
$0.00	**06 Jan 26**

The (Nuu) Co
38268/02100155 Lot 1906/1906

MN Mangraviti
Unit 1906, Sierra Grand
22 Surf Parade
Broadbeach Qld 4218

*3599 154322075

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Sierra Grand CTS 38268

ABN 21 298 045 089

STATEMENT

MN Mangraviti
Unit 1906, Sierra Grand
22 Surf Parade
Broadbeach Qld 4218

Statement Period			
01 Apr 24 to 23 Dec 25			
A/c No	155	Lot No	1906
Page Number	2		

Transfer Date: 29/03/17

Date	Type	Details	Reference	Debit	Credit	Balance
22/11/24	Discount	Admin Discount	RC004865		$405.05	$182.16
22/11/24	Discount	Sink Discount	RD004865		$182.16	$0.00
20/02/25	Administrative Fund	01/04/25 to 31/07/25	I0013061	$2,025.27		$2,025.27
20/02/25	Sinking Fund	01/04/25 to 31/07/25	I0013300	$910.80		$2,936.07
20/02/25	Insurance Fund	01/04/25 to 31/07/25	I0013539	$419.31		$3,355.38
27/03/25	Receipt	Administrative Fund	R0005179		$1,620.22	$1,735.16
27/03/25	Receipt	Sinking Fund	RA005179		$728.64	$1,006.52
27/03/25	Receipt	Insurance Fund	RB005179		$419.31	$587.21
27/03/25	Discount	Admin Discount	RC005179		$405.05	$182.16
27/03/25	Discount	Sink Discount	RD005179		$182.16	$0.00
01/07/25	Administrative Fund	01/08/25 to 30/11/25	I0013778	$1,782.54		$1,782.54
01/07/25	Sinking Fund	01/08/25 to 30/11/25	I0014017	$764.18		$2,546.72
01/07/25	Insurance Fund	01/08/25 to 30/11/25	I0014256	$403.20		$2,949.92
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29/07/25	Receipt	Insurance Fund	RB005481		$403.20	$0.00
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20/10/25	Insurance Fund	01/12/25 to 31/03/26	I0014973	$403.20		$2,949.92
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05/11/25	Receipt	Insurance Fund	RB005702		$403.20	$0.00
				$18,959.61	$18,959.61	Nil

LOTSEARCH
Spatial Intelligence | Mapping Risk

LOTSEARCH REFERENCE
LS114135_DC

REPORT DATE
19 Dec 2025 10:58:37

CLIENT ID
182315938

COUNCIL
Gold Coast City

Seller Disclosure - Contamination Notices

This report provides a search of the public register to support the requirement under the ***Property Law Regulation 2024***, of disclosing **contamination and environmental protection notices** under **Part 3 – Land use, planning and environment**, of the **QLD Seller Disclosure Statement.** This report contains records not included in the DETSI contaminted land search (EMR/CLR).

1. Notices Under Section 408(2)

No Records Identified

Records of notices under section 408(2) of the Environmental Protection Act 1994.

A search of **Environmental Evaluations** and **Site Investigations** has been undertaken.

Notice No	Notice Type	Location	Date	Status	Documents
No records identified					

Show Cause Notices**, **Notices of Decision under Section 394**, and **Orders under Section 458** are excluded from this search as they are not available on the public register. A separate search of the EMR/CLR will identify sites with **Contaminated Land** or **Site Management Plans under Section 401.

2. Notices Under Section 369C(2)

No Records Identified

Records of notices under section 369C(2) of the Environmental Protection Act 1994 (the property is a place or business to which an **Environmental Enforcement Order (EEO)** applies). This includes **Environmental Protection Orders**, **Direction Notices**, and **Clean-Up Notices**.

Notice No	Notice Type	Location	Date	Status	Documents
No records identified					

3. Notices Under Section 347(2)

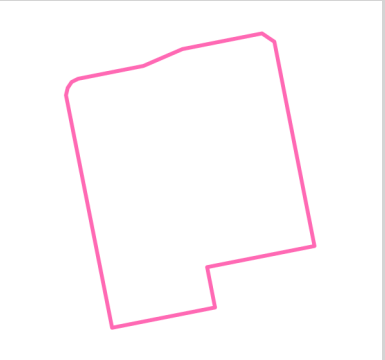
No Records Identified

Records of notices under section 347(2) of the Environmental Protection Act 1994 (the property is a place or business to which a **prescribed Transitional Environmental Program (TEP)** applies).

A search of all TEPs has been undertaken, including those that are not prescribed. Prescribed TEPs are those that do not relate to an environmental authority.

Notice No	Notice Type	Location	Date	Status	Documents
No records identified					

LOT/PLAN
Lot 0, SP182337; Lot 1906, SP182337



THINGS TO KNOW

- **Seller Responsibility**

This report does not replace the seller's responsibility to accurately complete the Seller Disclosure Statement.
It is important to read and carefully consider each notice before determining whether it needs to be disclosed. You should seek legal advice about your obligations to disclose notices under the Environmental Protection Act 1994 (QLD).

- **Notice Types**

Notices identified under section 369C(2) and 347(2) may also apply to Section 408(2).

INTERESTED IN FURTHER INSIGHTS?

This report has been purpose-built to support the Seller Disclosure Statement requirements. For a more comprehensive due diligence search, we recommend the Lotsearch Contaminated Land Search — which identifies additional contamination records for the site and the surrounding area. Visit lotsearch.com.au

CUSTOMER SUPPORT

support@lotsearch.com.au

LOTSEARCH
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Seller Disclosure - Contamination Notices

Dataset Listing

The results in this report are based upon the following datasets only:

Dataset Name	Custodian	Supply Date	Currency Date	Update Frequency
Enforcement Actions	QLD Department of Environment, Tourism, Science and Innovation	17/12/2025	17/12/2025	Weekly

Useful Contacts

Lotsearch Pty Ltd www.lotsearch.com.au support@lotsearch.com.au	**Department of the Environment, Tourism, Science and Innovation (DETSI), Queensland** https://www.detsi.qld.gov.au/ 13 QGOV (13 74 68)	**Gold Coast City** http://www.goldcoast.qld.gov.au/ mail@goldcoast.qld.gov.au 1300 465 326

Click for 'Use of Report - Applicable Terms'

Disclaimer:
The purpose of this report is to provide a search of the public register for the site, to support the requirement of disclosing contamination and environmental protection notices under Part 3 - Land use, planning and environment, of the QLD Seller Disclosrue Statement, as part of the Property Law Regulation 2024. The report may not identify all the notices required by the relevant disclosure requirements. It does not include a search of the DETSI contaminated land search (EMR/CLR). The report does not replace your responsibility to accurately identify and disclose information relevant to the matters outlined in the Seller Disclosure Statement. You should seek legal advise about your obligations to disclose notices under the Environmental Protection Act 1994 (QLD).

The report does not constitute advice. The report is not a substitute for an on-site inspection or review of other available reports and records. The report is not intended to be, and should not be taken to be, a rating or assessment of the desirability or market value of the property or its features. You should obtain independent advice from a suitably qualified professional or legal practitioner before you make any decision based on the information within the report.

You understand that Lotsearch has defined the site by reference to lot and plan information supplied in the order. You accept that Lotsearch may amend some of the information supplied in the order, to identify the relevant site for the report.

Information provided by public authorities is constantly changing. This report is based on data listed in the Dataset Listing table and reflects a point in time position based on the datasets supplied on the dates given in the report. Report content may change over time. You should always seek an up-to-date report before relying on any of the content.

A link to the detailed terms applicable to the use of this report is available above.

Queensland Government

CERTIFICATE OF AFFECT
QUEENSLAND HERITAGE REGISTER

Client Reference: 20250707

Certificate Number: CA032217
Result 1 of 1

InfoTrack PTY LTD
PO Box 10314, Adelaide Street

QLD 4001

This is a certificate issued under section 33(1)(b) of the *Queensland Heritage Act 1992* (Heritage Act) as to whether a place is affected by: entry in the Queensland Heritage Register (QHR) as a Queensland heritage place, a current QHR application, or is excluded from entry in the QHR.

RESULT

This response certifies that the place identified as:

Place Ref: None
Place Name: None
Lot: 1906 Plan: SP182337
Located at:

is neither on the QHR nor the subject of a QHR application under the Heritage Act.

ADDITIONAL ADVICE

Note: This certificate is valid at the date of issue only

If you have any queries in relation to this search please contact the Heritage Branch on 13QGOV or heritage@des.qld.gov.au.

Issued on behalf of the Chief Executive,
Department of Environment, Science and Innovation

Date of issue: 19/12/2025
Receipt No: 6812213

Tree orders register

The tree orders register shows orders affecting land made under the Neighbourhood Dispute (Dividing Fences and Trees) Act 2011, including who is responsible for carrying out the order and the timeframe.

You can search for a tree order by entering a suburb, street name, order name (e.g. NDR019) or the name of the applicant or respondent in the matter.

The tree orders register shows orders affecting land made under the *Neighbourhood Dispute (Dividing Fences and Trees) Act 2011*, including who is responsible for carrying out the order and the timeframe.

Orders are added to the register within 14 days of the order being made. The tree register does not list tree dispute applications or pending proceedings. To identify existing applications, you can request a search of the register of proceedings.

No results found.

Search for

1906/22 SURF PARADE BROADBEACH QLD 4218

Submit

Last updated: 25 July 2024

Demi Balmes

From: searches@qcat.qld.gov.au
Sent: Friday, 19 December 2025 11:31 AM
To: InfoTrack QLD Property Services
Cc: searches@qcat.qld.gov.au
Subject: RE: QCAT Search & Copy - 20250707

Importance: High

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognise the sender and know the content is safe.

Queensland Civil and Administrative Tribunal

Register of Proceedings

A request has been made for a copy of any part of the Register of Proceedings kept by the Tribunal in accordance with section 229 of the *Queensland Civil and Administrative Tribunal Act 2009* that relates to the following name:

MICHAEL NORMAN MANGRAVITI

You have requested a search of the Register of Proceedings kept by the Tribunal in accordance with section 229 of the Queensland Civil and Administrative Tribunal Act 2009. This search has been limited to proceedings related to neighbour disputes, being proceedings commenced under the following Acts: • Building Act 1975, Chapter 8, Part 2A (dividing fences that are also pool barriers) • Neighbourhood Disputes (Dividing Fences and Trees) Act 2011 • Queensland Civil and Administrative Tribunal Act 2009, Chapter 2, Part 1, Division 2 (minor civil disputes for debt or liquidated demand of money related to dividing fences or trees)

A search has been conducted of the Register of Proceedings for that name. The Register of Proceedings does not contain any information relating to that name.

This information is current as at 6/12/2025.

Queensland Civil and Administrative Tribunal

****

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****

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LOTSEARCH REFERENCE
LS114134_DZ

REPORT DATE
19 Dec 2025 10:58:23

CLIENT ID
182315941

Seller Disclosure - Zoning

This report provides information on the zoning of a property. It is designed to support the requirement under the ***Property Law Regulation 2024*** to disclose the zoning of the property under **Part 3 - Land use, planning and environment** of the **QLD Seller Disclosure Statement.**

Zoning

The result below is based on the *Property Law Regulation 2024* and a search of zoning records under:

- the *Economic Development Act 2012* (Priority Development Areas)
- the *State Development and Public Works Organisation Act 1971*
- the *Integrated Resort Development Act 1987*
- the *Mixed Use Development Act 1993*
- the *Sanctuary Cove Resort Act 1985*
- the local planning scheme

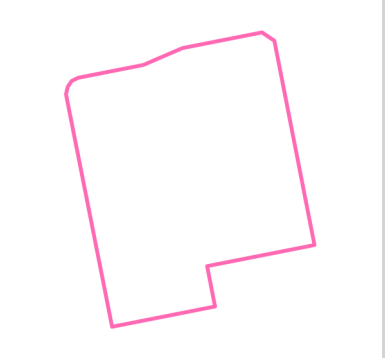
The zoning identified for the property:

Planning Record	Zoning
Local planning scheme	**High density residential**

Temporary Local Planning Instruments (TLPIs) may vary the local planning scheme zoning. Please refer to this website for a list of current TLPIs or check with your local council.

Commonwealth and State legislation other than those listed in the *Property Law Regulation 2024* may state that the planning scheme does not apply to certain areas. This includes, but is not limited to, strategic and core port land, priority ports, and certain airport and defence land. This report does not include a notation of these areas. Please consult your local council and the relevant planning scheme for further information.

LOT/PLAN
Lot 0, SP182337; Lot 1906, SP182337



COUNCIL
Gold Coast City

THINGS TO KNOW

This report provides zoning information only. The buyer may need to consider other planning controls that may apply to the lot such as local plans and overlays. These can be obtained from the local planning scheme.

This report does not replace the seller's responsibility to accurately complete the Seller Disclosure Statement.

CUSTOMER SUPPORT

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Seller Disclosure - Zoning

Dataset Listing

The results in this report are based upon the following datasets only:

Dataset Name	Custodian	Supply Date	Currency Date	Update Frequency
Priority Development Areas	QLD Department of State Development, Infrastructure and Planning	25/11/2025	10/11/2025	Monthly
State Development Area Precincts	QLD Department of State Development, Infrastructure and Planning	25/11/2025	25/11/2025	Monthly
State Development Areas	QLD Department of State Development, Infrastructure and Planning	25/11/2025	29/02/2024	Monthly
Integrated Resort Development Areas	Council of the City of Gold Coast	29/10/2025	12/09/2025	Quarterly
Mixed Use Development Areas	Council of the City of Gold Coast	29/10/2025	12/09/2025	Quarterly
Sanctuary Cove Resort	Council of the City of Gold Coast	29/10/2025	12/09/2025	Quarterly
Gold Coast Planning Scheme Zoning	Council of the City of Gold Coast	01/12/2025	27/06/2025	Monthly
Gold Coast Planning Scheme Other Planning Instruments	Council of the City of Gold Coast	28/11/2025	28/11/2025	Monthly

Useful Contacts

Lotsearch Pty Ltd
www.lotsearch.com.au
support@lotsearch.com.au

QLD Department of State Development, Infrastructure and Planning
https://www.planning.qld.gov.au/
13 QGOV (13 74 68)

Gold Coast City
http://www.goldcoast.qld.gov.au/
mail@goldcoast.qld.gov.au
1300 465 326

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Disclaimer:
The purpose of this report is to provide a search of publicly available zoning records for the site, to support the requirement of identifying the zoning to be disclosed under the Property Law Regulation 2024 and assist with the disclosure of information under Part 3 – Land use, planning and environment, of the QLD Seller Disclosure Statement.
The report does not replace your responsibility to undertake the accurate identification and disclosure of information relevant to the matters outlined in the Seller Disclosure Statement.
The report does not constitute advice. The report is not a substitute for an on-site inspection or review of other available reports and records. The report is not intended to be, and should not be taken to be, a rating or assessment of the desirability or market value of the property or its features. You should obtain independent advice from a suitably qualified professional or legal practioner before you make any decision based on the information within the report.
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Information provided by public authorities is constantly changing. This report is based on data listed in the Dataset Listing table and reflects a point in time position based on the datasets supplied on the dates given in the report. Report content may change over time. You should always seek an up-to-date report before relying on any of the content.
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Vegetation management report

For Lot: 00000 Plan: SP182337
30/12/2025

nrmmrrd.qld.gov.au

Queensland Government

This publication has been compiled by Operations Support, Department of Natural Resources and Mines, Manufacturing, and Regional and Rural Development.

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Recent changes

Updated mapping

Updated vegetation mapping was released on 22 November 2023 and includes the most recent Queensland Herbarium scientific updates to the Regulated Vegetation Management Map, regional ecosystems, essential habitat, wetland and high-value regrowth mapping.

The Department of the Environment, Tourism, Science and Innovation have also updated their koala protection mapping to align with the Queensland Herbarium scientific updates.

The latest version (v10) of the Protected Plants Flora Survey Trigger Map (trigger map) was released on 6 September 2023.

Overview

Based on the lot on plan details you have supplied, this report provides the following detailed information:
Property details - information about the specified Lot on Plan, lot size, local government area, bioregion(s), subregion(s) and catchment(s);

Vegetation management framework - an explanation of the application of the framework and contact details for the Department of Natural Resources and Mines, Manufacturing, and Regional and Rural Development who administer the framework;

Vegetation management framework details for the specified Lot on Plan including:

- the vegetation management categories on the property;
- the vegetation management regional ecosystems on the property;
- vegetation management watercourses or drainage features on the property;
- vegetation management wetlands on the property;
- vegetation management essential habitat on the property;
- whether any area management plans are associated with the property;
- whether the property is coastal or non-coastal; and
- whether the property is mapped as Agricultural Land Class A or B;

Protected plant framework - an explanation of the application of the framework and contact details for the Department of the Environment, Tourism, Science and Innovation who administer the framework, including:

- high risk areas on the protected plant flora survey trigger map for the property;

Koala protection framework - an explanation of the application of the framework and contact details for the Department of the Environment, Tourism, Science and Innovation who administer the framework; and

Koala protection framework details for the specified Lot on Plan including:

- the koala district the property is located in;
- koala priority areas on the property;
- core and locally refined koala habitat areas on the property;
- whether the lot is located in an identified koala broad-hectare area; and
- koala habitat regional ecosystems on the property for core koala habitat areas.

This information will assist you to determine your options for managing vegetation under:
- the vegetation management framework, which may include:

- exempt clearing work;
- accepted development vegetation clearing code;
- an area management plan;
- a development approval;

- the protected plant framework, which may include:

- the need to undertake a flora survey;
- exempt clearing;
- a protected plant clearing permit;

- the koala protection framework, which may include:

- exempted development;
- a development approval;
- the need to undertake clearing sequentially and in the presence of a koala spotter.

Other laws

The clearing of native vegetation is regulated by both Queensland and Australian legislation, and some local governments also regulate native vegetation clearing. You may need to obtain an approval or permit under another Act, such as the Commonwealth Government's *Environment Protection and Biodiversity Conservation Act 1999* (EPBC Act). Section 8 of this guide provides contact details of other agencies you should confirm requirements with, before commencing vegetation clearing.

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1. Property details

1.1 Tenure and title area

All of the lot, plan, tenure and title area information associated with property Lot: 00000 Plan: SP182337 are listed in Table 1.

Table 1: Lot, plan, tenure and title area information for the property

Lot	Plan	Tenure	Property title area (sq metres)
00000	SP182337	Freehold	0
7	SP218160	Freehold	75
6	SP218160	Freehold	83
8	SP218160	Freehold	91
5	SP218160	Freehold	96
0	SP218160	Freehold	0

The tenure of the land may affect whether clearing is considered exempt clearing work or may be carried out under an accepted development vegetation clearing code.

Does the property Lot: 00000 Plan: SP182337 have a freehold tenure and is in the Wet Tropics of Queensland World Heritage Area?

No, this property is not located in the Wet Tropics of Queensland World Heritage Area.

1.2 Property location

Table 2 provides a summary of the locations for property Lot: 00000 Plan: SP182337, in relation to natural and administrative boundaries.

Table 2: Property location details

Local Government(s)	Catchment(s)	Bioregion(s)	Subregion(s)
Gold Coast City	South Coast	Southeast Queensland	Sunshine Coast - Gold Coast Lowlands

2. Vegetation management framework (administered by the Department of Natural Resources and Mines, Manufacturing, and Regional and Rural Development)

The *Vegetation Management Act 1999* (VMA), the Vegetation Management Regulation 2023, the *Planning Act 2016* and the Planning Regulation 2017, in conjunction with associated policies and codes, form the Vegetation Management Framework.

The VMA does not apply to all land tenures or vegetation types. State forests, national parks, forest reserves and some tenures under the *Forestry Act 1959* and *Nature Conservation Act 1992* are not regulated by the VMA. Managing or clearing vegetation on these tenures may require approvals under these laws.

The following native vegetation is not regulated under the VMA but may require permit(s) under other laws:

- grass or non-woody herbage;
- a plant within a grassland regional ecosystem identified in the Vegetation Management Regional Ecosystem Description Database (VM REDD) as having a grassland structure; and
- a mangrove.

2.1 Exempt clearing work

Exempt clearing work is an activity for which you do not need to notify the Department of Natural Resources and Mines, Manufacturing, and Regional and Rural Development or obtain an approval under the vegetation management framework. Exempt clearing work was previously known as exemptions.

In areas that are mapped as Category X (white in colour) on the regulated vegetation management map (see section 4.1), and where the land tenure is freehold, indigenous land and leasehold land for agriculture and grazing purposes, the clearing of vegetation is considered exempt clearing work and does not require notification or development approval under the vegetation management framework. For all other land tenures, contact the Department of Natural Resources and Mines, Manufacturing, and Regional and Rural Development before commencing clearing to ensure that the proposed activity is exempt clearing work.

A range of routine property management activities are considered exempt clearing work. A list of exempt clearing work is available at

https://www.qld.gov.au/environment/land/management/vegetation/clearing-approvals/exemptions/.

Exempt clearing work may be affected if the proposed clearing area is subject to development approval conditions, a covenant, an environmental offset, an exchange area, a restoration notice, or an area mapped as Category A. Exempt clearing work may require approval under other Commonwealth, State or Local Government laws, or local government planning schemes. Contact the Department of Natural Resources and Mines, Manufacturing, and Regional and Rural Development prior to clearing in any of these areas.

2.2 Accepted development vegetation clearing codes

Some clearing activities can be undertaken under an accepted development vegetation clearing code. The codes can be downloaded at

https://www.qld.gov.au/environment/land/management/vegetation/clearing-approvals/codes/

If you intend to clear vegetation under an accepted development vegetation clearing code, you must notify the Department of Natural Resources and Mines, Manufacturing, and Regional and Rural Development before commencing. The information in this report will assist you to complete the online notification form.

You can complete the online form at
https://vegetation-apps.dnrm.qld.gov.au

2.3 Area management plans

Area Management Plans (AMP) provide an alternative approval system for vegetation clearing under the vegetation management framework. They list the purposes and clearing conditions that have been approved for the areas covered by the plan. It is not necessary to use an AMP, even when an AMP applies to your property.

On 8 March 2020, AMPs ended for fodder harvesting, managing thickened vegetation and managing encroachment. New notifications cannot be made for these AMPs. You will need to consider options for fodder harvesting, managing thickened vegetation or encroachment under a relevant accepted development vegetation clearing code or apply for a development approval.

New notifications can be made for all other AMPs. These will continue to apply until their nominated end date.

If an Area Management Plan applies to your property for which you can make a new notification, it will be listed in Section 3.6 of this report. Before clearing under one of these AMPs, you must first notify the Department of Natural Resources and Mines, Manufacturing, and Regional and Rural Development and then follow the conditions and requirements listed in the AMP.

https://www.qld.gov.au/environment/land/management/vegetation/clearing-approvals/area-management-plans

2.4 Development approvals

If under the vegetation management framework your proposed clearing is not exempt clearing work, or is not permitted under an accepted development vegetation clearing code, or an AMP, you may be able to apply for a development approval. Information on how to apply for a development approval is available at

https://www.qld.gov.au/environment/land/management/vegetation/clearing-approvals/development

2.5. Contact information for the Department of Natural Resources and Mines, Manufacturing, and Regional and Rural Development

For further information on the vegetation management framework:

Phone 135VEG (135 834)

Email vegetation@nrmmrrd.qld.gov.au

Visit https://www.nrmmrrd.qld.gov.au/?contact=vegetation to submit an online enquiry.

3. Vegetation management framework for Lot: 00000 Plan: SP182337

3.1 Vegetation categories

The vegetation categories on your property are shown on the regulated vegetation management map in section 4.1 of this report. A summary of vegetation categories on the subject lot are listed in Table 3. Descriptions for these categories are shown in Table 4.

Table 3: Vegetation categories for subject property

Vegetation category	Area (ha)
Category X	0.12

Table 4: Description of vegetation categories

Category	Colour on Map	Description	Requirements / options under the vegetation management framework
A	red	Compliance areas, environmental offset areas and voluntary declaration areas	Special conditions apply to Category A areas. Before clearing, contact the Department of Natural Resources and Mines, Manufacturing, and Regional and Rural Development to confirm any requirements in a Category A area.
B	dark blue	Remnant vegetation areas	Exempt clearing work, or notification and compliance with accepted development vegetation clearing codes, area management plans or development approval.
C	light blue	High-value regrowth areas	Exempt clearing work, or notification and compliance with managing Category C regrowth vegetation accepted development vegetation clearing code.
R	yellow	Regrowth within 50m of a watercourse or drainage feature in the Great Barrier Reef catchment areas	Exempt clearing work, or notification and compliance with managing Category R regrowth accepted development vegetation clearing code or area management plans.
X	white	Clearing on freehold land, indigenous land and leasehold land for agriculture and grazing purposes is considered exempt clearing work under the vegetation management framework. Contact the Department to clarify whether a development approval is required for other State land tenures.	No permit or notification required on freehold land, indigenous land and leasehold land for agriculture and grazing. A development approval may be required for some State land tenures.

Property Map of Assessable Vegetation (PMAV)

There is no Property Map of Assessable Vegetation (PMAV) present on this property.

3.2 Regional ecosystems

The endangered, of concern and least concern regional ecosystems on your property are shown on the vegetation management supporting map in section 4.2 and are listed in Table 5.

A description of regional ecosystems can be accessed online at
https://www.qld.gov.au/environment/plants-animals/plants/ecosystems/descriptions/

Table 5: Regional ecosystems present on subject property

Regional Ecosystem	VMA Status	Category	Area (Ha)	Short Description	Structure Category
non-rem	None	X	0.12	None	None

Please note:
1. All area and area derived figures included in this table have been calculated via reprojecting relevant spatial features to Albers equal-area conic projection (central meridian = 146, datum Geocentric Datum of Australia 1994). As a result, area figures may differ slightly if calculated for the same features using a different co-ordinate system.
2. If Table 5 contains a Category 'plant', please be aware that this refers to 'plantations' such as forestry, and these areas are considered non-remnant under the VMA.

The VMA status of the regional ecosystem (whether it is endangered, of concern or least concern) also determines if any of the following are applicable:

- exempt clearing work;
- accepted development vegetation clearing codes;
- performance outcomes in State Code 16 of the State Development Assessment Provisions (SDAP).

3.3 Watercourses

Vegetation management watercourses and drainage features for this property are shown on the vegetation management supporting map in section 4.2.

3.4 Wetlands

There are no vegetation management wetlands present on this property.

3.5 Essential habitat

Under the VMA, essential habitat for protected wildlife is native wildlife prescribed under the *Nature Conservation Act 1992* (NCA) as critically endangered, endangered, vulnerable or near-threatened wildlife.

Essential habitat for protected wildlife includes suitable habitat on the lot, or where a species has been known to occur up to 1.1 kilometres from a lot on which there is assessable vegetation. These important habitat areas are protected under the VMA.

Any essential habitat on this property will be shown as blue hatching on the vegetation supporting map in section 4.2.

If essential habitat is identified on the lot, information about the protected wildlife species is provided in Table 6 below. The numeric labels on the vegetation management supporting map can be cross referenced with Table 6 to outline the essential habitat factors for that particular species. There may be essential habitat for more than one species on each lot, and areas of Category A, Category B and Category C can be mapped as Essential Habitat.

Essential habitat is compiled from a combination of species habitat models and buffered species records. Regional ecosystem is a mandatory essential habitat factor, unless otherwise stated. Essential habitat, for protected wildlife, means an area of vegetation shown on the Regulated Vegetation Management Map -

1) that has at least 3 essential habitat factors for the protected wildlife that must include any essential habitat factors that are stated as mandatory for the protected wildlife in the essential habitat database. Essential habitat factors are comprised of - regional ecosystem (mandatory for most species), vegetation community, altitude, soils, position in landscape; or
2) in which the protected wildlife, at any stage of its life cycle, is located.

If there is no essential habitat mapping shown on the vegetation management supporting map for this lot, and there is no table in the sections below, it confirms that there is no essential habitat on the lot.

Category A and/or Category B and/or Category C

Table 6: Essential habitat in Category A and/or Category B and/or Category C

No records

3.6 Area Management Plan(s)

Nil

3.7 Coastal or non-coastal

For the purposes of the accepted development vegetation clearing codes and State Code 16 of the State Development Assessment Provisions (SDAP), this property is regarded as*

Coastal

*See also Map 4.3

3.8 Agricultural Land Class A or B

The following can be used to identify Agricultural Land Class A or B areas under the "Managing regulated regrowth vegetation" accepted development vegetation clearing code:

Does this lot contain land that is mapped as Agricultural Land Class A or B in the State Planning Interactive Mapping System?

No Class A

No Class B

Note - This confirms Agricultural Land Classes as per the State Planning Interactive Mapping System only. This response does not include Agricultural Land Classes identified under local government planning schemes. For further information, check the Planning Scheme for your local government area.

See Map 4.4 to identify the location and extent of Class A and/or Class B Agricultural land on Lot: 00000 Plan: SP182337.

4. Vegetation management framework maps

Vegetation management maps included in this report may also be requested individually at:
https://www.qld.gov.au/environment/land/management/vegetation/maps/map-request

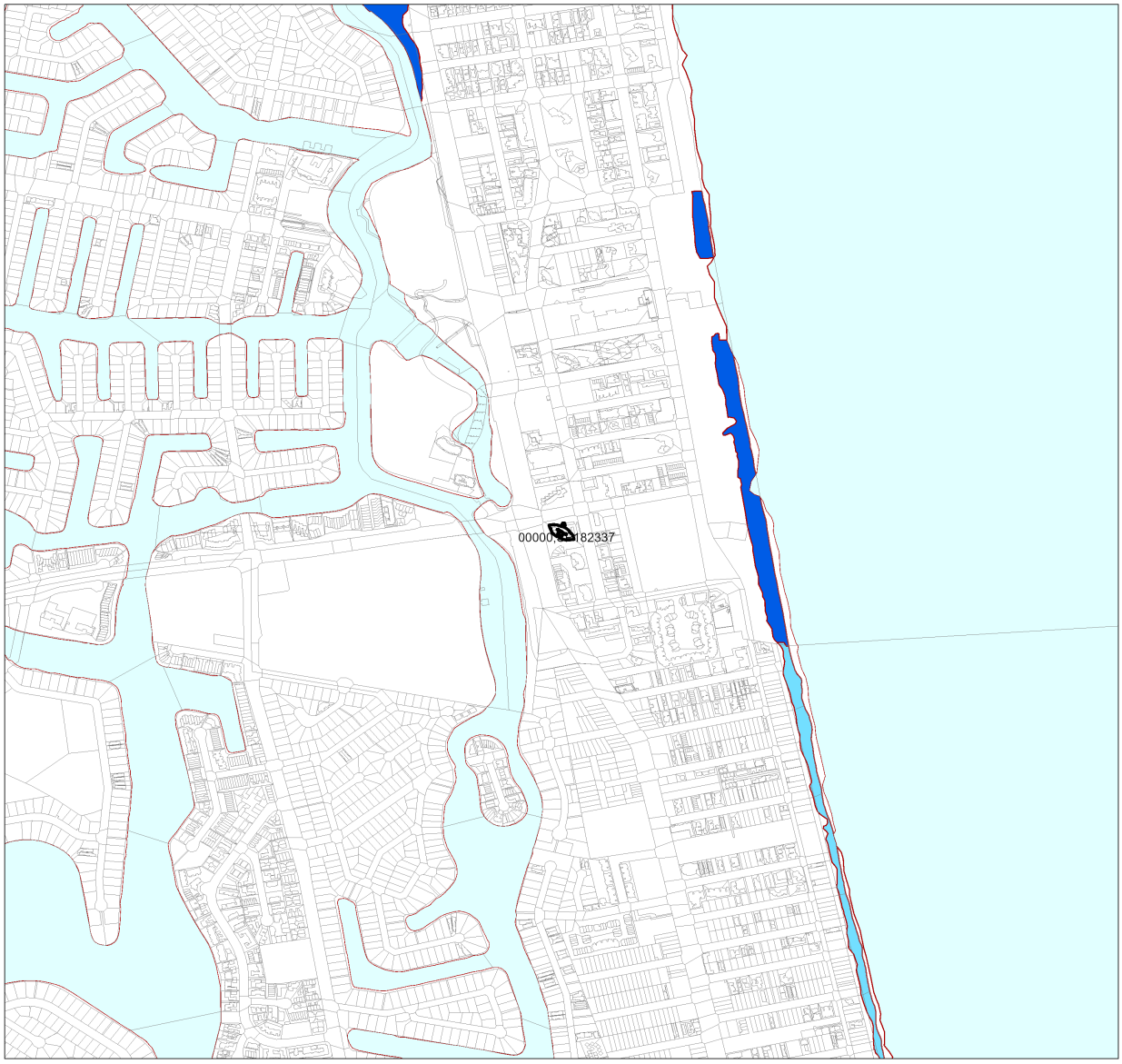
Regulated vegetation management map
The regulated vegetation management map shows vegetation categories needed to determine clearing requirements. These maps are updated monthly to show new property maps of assessable vegetation (PMAV).

Vegetation management supporting map
The vegetation management supporting map provides information on regional ecosystems, wetlands, watercourses and essential habitat.

Coastal/non-coastal map
The coastal/non-coastal map confirms whether the lot, or which parts of the lot, are considered coastal or non-coastal for the purposes of the accepted development vegetation clearing codes and State Code 16 of the State Development Assessment Provisions (SDAP).

Agricultural Land Class A or B as per State Planning Policy: State Interest for Agriculture
The Agricultural Land Class map confirms the location and extent of land mapped as Agricultural Land Classes A or B as identified on the State Planning Interactive Mapping System. Please note that this map does not include areas identified as Agricultural Land Class A or B in local government planning schemes. This map can be used to identify Agricultural Land Class A or B areas under the "Managing regulated regrowth vegetation" accepted development vegetation clearing code.

4.1 Regulated vegetation management map



Regulated Vegetation Management Map

Queensland Government

- Category A area (Vegetation offsets/compliance notices/VDecs)
- Category B area (Remnant vegetation)
- Category C area (High-value regrowth vegetation)
- Category R area (Reef regrowth watercourse vegetation)
- Category X area (Exempt clearing work on Freehold, Indigenous and Leasehold land)
- Water
- Other land parcel boundaries
- Selected Lot and Plan

LOCALITY DIAGRAM



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Additional information required for the assessment of vegetation values is provided in the accompanying "Vegetation Management Supporting map". For further information go to the web site: www.nrmmrrd.qld.gov.au or contact the Department of Natural Resources and Mines, Manufacturing, and Regional and Rural Development.

Digital data for the regulated vegetation management map is available from the Queensland Spatial Portal at http://www.spatial.information.qld.gov.au/

Land parcel boundaries are provided as locational aid only.

This map is updated on a monthly basis to ensure new PMAVs are included as they are approved.

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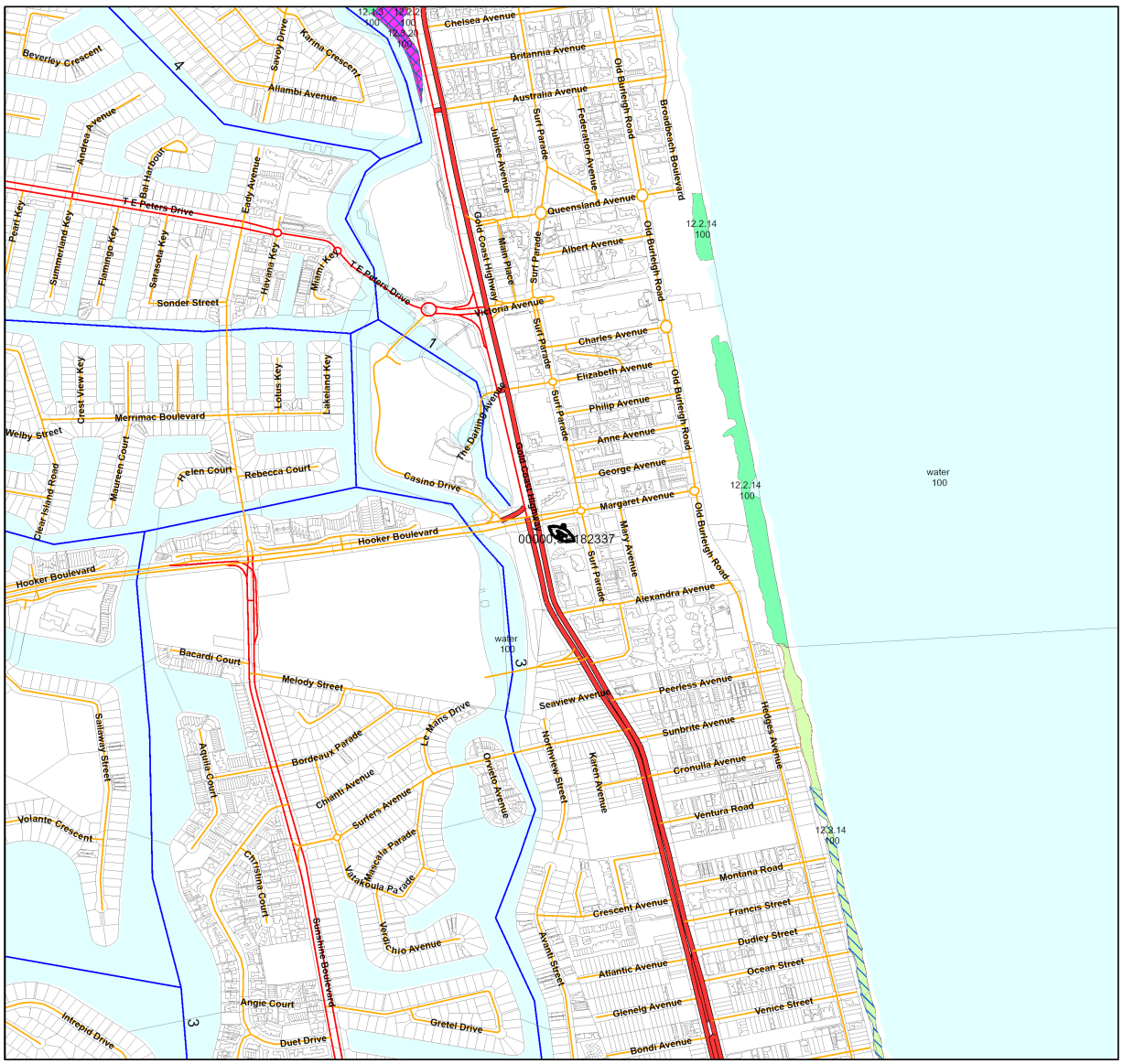
4.2 Vegetation management supporting map

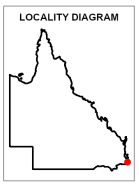


Vegetation Management Supporting Map

- Category A or B area containing endangered regional ecosystems
- Category A or B area containing of concern regional ecosystems
- Category A or B area that is a least concern regional ecosystem
- Category C or R area containing endangered regional ecosystems
- Category C or R area containing of concern regional ecosystems
- Category C or R area that is a least concern regional ecosystem
- Category X area
- Water
- Wetland on the vegetation management wetlands map
- Essential habitat on the essential habitat map
- Essential habitat species record
- Watercourses and drainage features on the vegetation management watercourse and drainage features map (Stream order shown as black number against stream where available)
- Highway
- Connector
- Street/Local Road
- National Parks, State Forest and other reserves
- Other land parcel boundaries
- Selected Lot and Plan

Queensland Government

LOCALITY DIAGRAM



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Labels for Essential Habitat are centred on the area of enquiry.

Regional ecosystem linework has been compiled at a scale of 1:100 000, except in designated areas where a compilation scale of 1:50 000 is available. Linework should be used as a guide only. The positional accuracy of RE data mapped at a scale of 1:100 000 is +/- 100 metres.

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Additional information may be required for the purposes of land clearing or assessment of a regional ecosystem map or PMAV applications. For further information go to the web site: www.nrmmrrd.qld.gov.au or contact the Department of Natural Resources and Mines, Manufacturing, and Regional and Rural Development.

Digital data for the vegetation management watercourse and drainage feature map, vegetation management wetlands map, essential habitat map and the vegetation management remnant and regional ecosystem map are available from the Queensland Spatial Portal at http://www.spatial.information.qld.gov.au/

Land parcel boundaries are provided as locational aid only.

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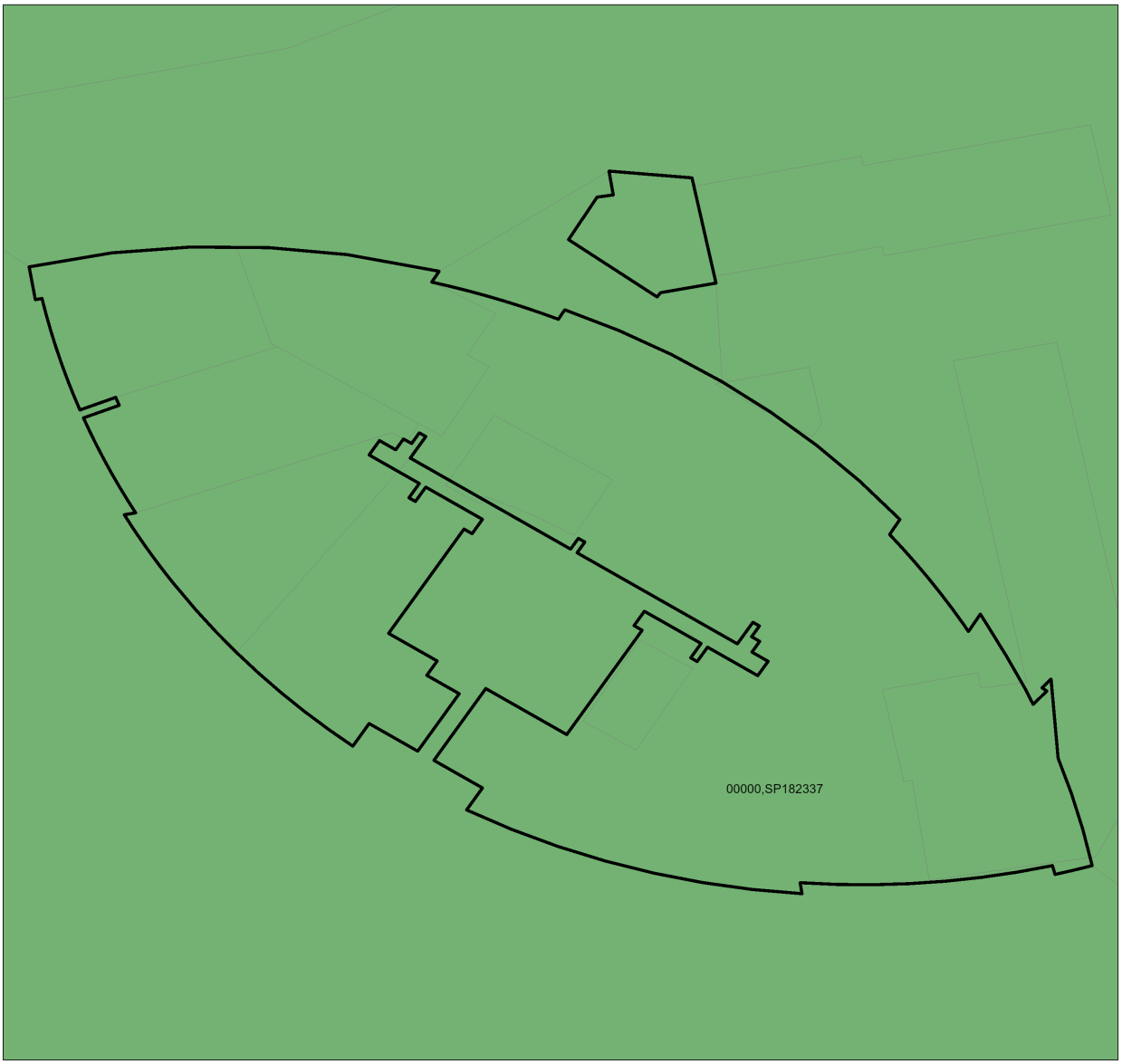
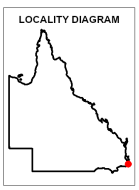
4.3 Coastal/non-coastal map



Coastal/Non Coastal Map

Coastal
Non Coastal
Other land parcel boundaries
Selected Lot and Plan

LOCALITY DIAGRAM



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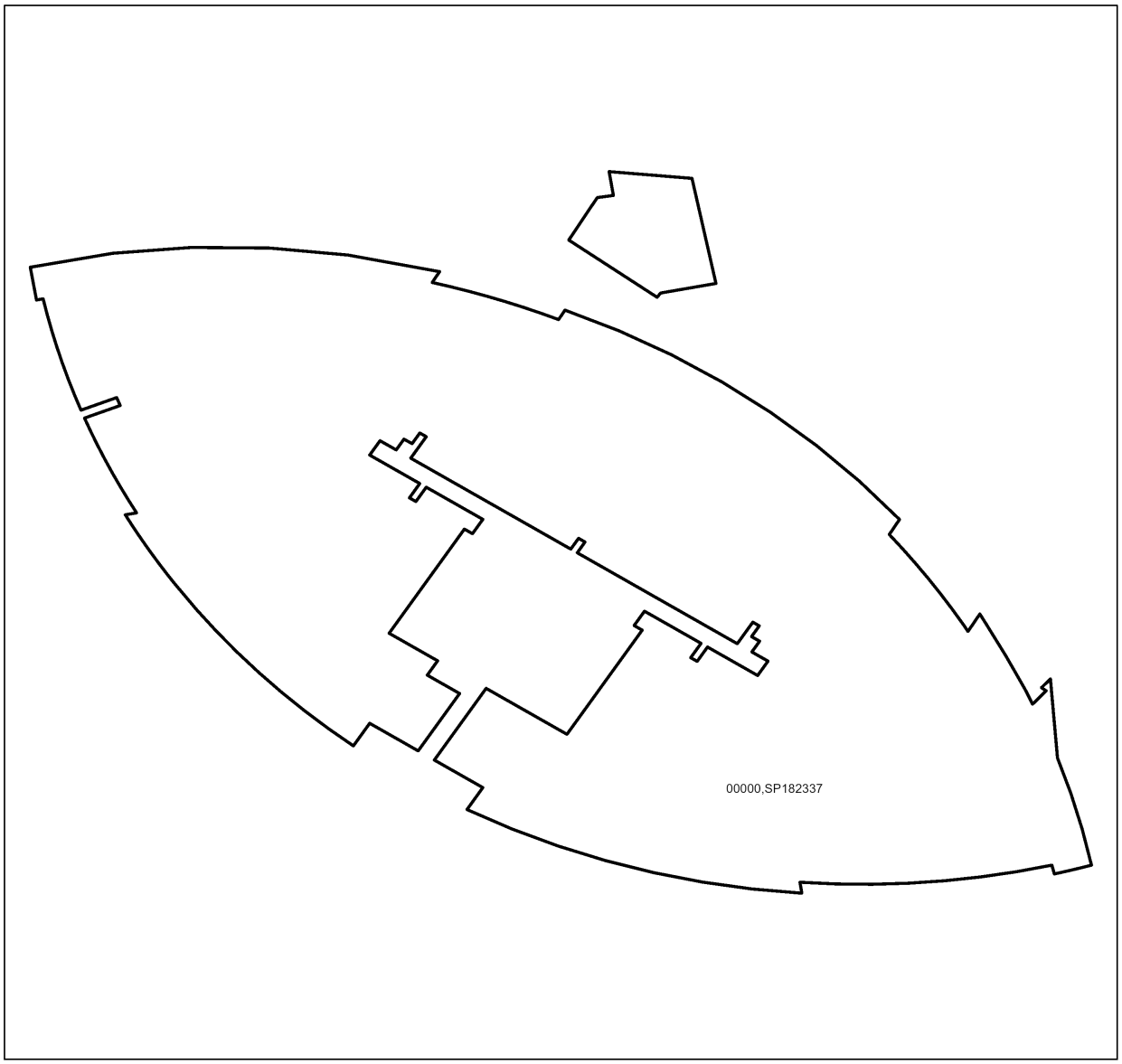
4.4 Agricultural Land Class A or B as per State Planning Policy: State Interest for Agriculture



Agricultural Land Class A or B
as per State Planning Policy: State Interest for Agriculture

- Towns
- Rivers and creeks
- Freeways / motorways; Highways
- Secondary roads; Streets

Agricultural land class A or B

- A
- B
- Not class A or B
- Selected Lot and Plan

LOCALITY DIAGRAM



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5. Protected plants framework (administered by the Department of the Environment, Tourism, Science and Innovation (DETSI))

In Queensland, all plants that are native to Australia are protected plants under the *Nature Conservation Act 1992* (NCA). The NCA regulates the clearing of protected plants 'in the wild' (see Operational policy: When a protected plant in Queensland is considered to be 'in the wild') that are listed as critically endangered, endangered, vulnerable or near threatened under the Act.

Please note that the protected plant clearing framework applies irrespective of the classification of the vegetation under the *Vegetation Management Act 1999* and any approval or exemptions given under another Act, for example, the *Vegetation Management Act 1999* or *Planning Regulation 2017*.

5.1 Clearing in high risk areas on the flora survey trigger map

The flora survey trigger map identifies high-risk areas for threatened and near threatened plants. These are areas where threatened or near threatened plants are known to exist or are likely to exist based on the habitat present. The flora survey trigger map for this property is provided in section 5.5.

If you are proposing to clear an area shown as high risk on the flora survey trigger map, a flora survey of the clearing impact area must be undertaken by a suitably qualified person in accordance with the Flora survey guidelines. The main objective of a flora survey is to locate any threatened or near threatened plants that may be present in the clearing impact area.

If the flora survey identifies that threatened or near threatened plants are not present within the clearing impact area or clearing within 100m of Endangered, Vulnerable, Near-Threatened (EVNT) plants can be avoided, the clearing activity is exempt from a permit. An exempt clearing notification form must be submitted to the Department of the Environment, Tourism, Science and Innovation, with a copy of the flora survey report, at least one week prior to clearing.

If the flora survey identifies that threatened or near threatened plants are present in, or within 100m of, the area to be cleared, a clearing permit is required before any clearing is undertaken. The flora survey report, as well as an impact management report, must be submitted with the clearing permit application form.

5.2 Clearing outside high risk areas on the flora survey trigger map

In an area other than a high risk area, a clearing permit is only required where a person is, or becomes aware that threatened or near threatened plantsare present in, or within 100m of, the area to be cleared. You must keep a copy of the flora survey trigger map for the area subject to clearing for five years from the day the clearing starts. If you do not clear within the 12 month period that the flora survey trigger map was printed, you need to print and check a new flora survey trigger map.

5.3 Exemptions

Many activities are 'exempt' under the protected plant clearing framework, which means that clearing of native plants that are in the wild can be undertaken for these activities with no need for a flora survey or a protected plant clearing permit. The Information sheet - General exemptions for the take of protected plants provides some of these exemptions.

Some exemptions under the NCA are the same as exempt clearing work (formerly known as exemptions) under the *Vegetation Management Act 1999* (i.e. listed in Schedule 21 of the Planning Regulations 2017) while some are different.

5.4 Contact information for DETSI

For further information on the protected plants framework:
Phone 1300 130 372 (and select option four)
Email palm@detsi.qld.gov.au
Visit https://www.qld.gov.au/environment/plants-animals/plants/protected-plants

5.5 Protected plants flora survey trigger map

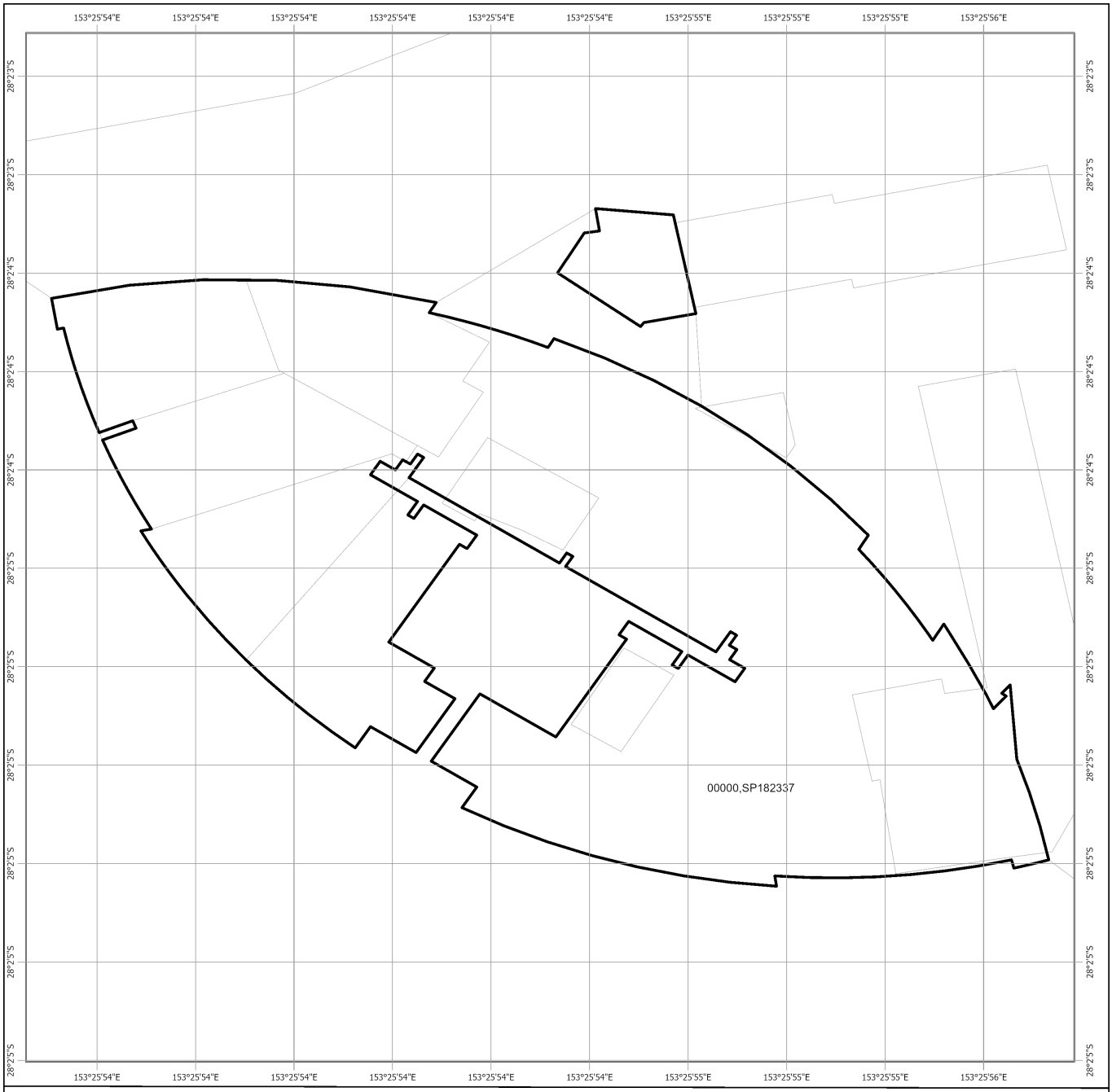
This map included may also be requested individually at: https://apps.des.qld.gov.au/map-request/flora-survey-trigger/.

Updates to the data informing the flora survey trigger map

The flora survey trigger map will be reviewed, and updated if necessary, at least every 12 months to ensure the map reflects the most up-to-date and accurate data available.

Species information

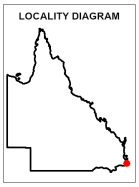
Please note that flora survey trigger maps do not identify species associated with 'high risk areas'. While some species information may be publicly available, for example via the Queensland Spatial Catalogue, the Department of the Environment, Tourism, Science and Innovation does not provide species information on request. Regardless of whether species information is available for a particular high risk area, clearing plants in a high risk area may require a flora survey and/or clearing permit. Please see the Department of the Environment, Tourism, Science and Innovation webpage on the clearing of protected plants for more information.



Protected Plants Flora Survey Trigger Map

- High risk area
- Other land parcel boundaries
- Freeways / motorways / highways
- Secondary roads / streets
- Selected Lot and Plan

LOCALITY DIAGRAM



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This map shows areas where particular provisions of the Nature Conservation Act 1992 apply to the clearing of protected plants.

Land parcel boundaries are provided as locational aid only.

This map is produced at a scale relevant to the size of the area selected and should be printed as A4 size in portrait orientation.

For further information or assistance with interpretation of this product, please contact the Department of the Environment, Tourism, Science and Innovation at palm@detsi.qld.gov.au

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6. Koala protection framework (administered by the Department of the Environment, Tourism, Science and Innovation (DETSI))

The koala (*Phascolarctos cinereus*) is listed in Queensland as endangered by the Queensland Government under *Nature Conservation Act 1992* and by the Australian Government under the *Environment Protection and Biodiversity Conservation Act 1999*.

The Queensland Government's koala protection framework is comprised of the *Nature Conservation Act 1992*, the Nature Conservation (Animals) Regulation 2020, the Nature Conservation (Koala) Conservation Plan 2017, the *Planning Act 2016* and the Planning Regulation 2017.

6.1 Koala mapping

6.1.1 Koala districts

The parts of Queensland where koalas are known to occur has been divided into three koala districts - koala district A, koala district B and koala district C. Each koala district is made up of areas with comparable koala populations (e.g. density, extent and significance of threatening processes affecting the population) which require similar management regimes.

Section 7.1 identifies which koala district your property is located in.

6.1.2 Koala habitat areas

Koala habitat areas are areas of vegetation that have been determined to contain koala habitat that is essential for the conservation of a viable koala population in the wild based on the combination of habitat suitability and biophysical variables with known relationships to koala habitat (e.g. landcover, soil, terrain, climate and ground water). In order to protect this important koala habitat, clearing controls have been introduced into the Planning Regulation 2017 for development in koala habitat areas.

Please note that koala habitat areas only exist in koala district A which is the South East Queensland "Shaping SEQ" Regional Plan area. These areas include the local government areas of Brisbane, Gold Coast, Logan, Lockyer Valley, Ipswich, Moreton Bay, Noosa, Redland, Scenic Rim, Somerset, Sunshine Coast and Toowoomba (urban extent).

There are two different categories of koala habitat area (core koala habitat area and locally refined koala habitat), which have been determined using two different methodologies. These methodologies are described in the document Spatial modelling in South East Queensland.

Section 7.2 shows any koala habitat area that exists on your property.

Under the Nature Conservation (Koala) Conservation Plan 2017, an owner of land (or a person acting on the owner's behalf with written consent) can request to make, amend or revoke a koala habitat area determination if they believe, on reasonable grounds, that the existing determination for all or part of their property is incorrect.

More information on requests to make, amend or revoke a koala habitat area determination can be found in the document Guideline - Requests to make, amend or revoke a koala habitat area determination.

The koala habitat area map will be updated at least annually to include any koala habitat areas that have been made, amended or revoked.

Changes to the koala habitat area map which occur between annual updates because of a request to make, amend or revoke a koala habitat area determination can be viewed on the register of approved requests to make, amend or revoke a koala habitat area available at: https://environment.des.qld.gov.au/wildlife/animals/living-with/koalas/mapping/koalamaps. The register includes the lot on plan for the change, the date the decision was made and the map issued to the landholder that shows areas determined to be koala habitat areas.

6.1.3 Koala priority areas

Koala priority areas are large, connected areas that have been determined to have the highest likelihood of achieving conservation outcomes for koalas based on the combination of habitat suitability, biophysical variables with known relationships to koala habitat (e.g. landcover, soil, terrain, climate and ground water) and a koala conservation cost benefit analysis.

Conservation efforts will be prioritised in these areas to ensure the conservation of viable koala populations in the wild including a focus on management (e.g. habitat protection, habitat restoration and threat mitigation) and monitoring. This includes a prohibition on clearing in koala habitat areas that are in koala priority areas under the Planning Regulation 2017 (subject to some exemptions).

Please note that koala priority areas only exist in koala district A which is the South East Queensland "Shaping SEQ" Regional Plan area. These areas include the local government areas of Brisbane, Gold Coast, Logan, Lockyer Valley, Ipswich, Moreton Bay, Noosa, Redland, Scenic Rim, Somerset, Sunshine Coast and Toowoomba (urban extent).

Section 7.2 identifies if your property is in a koala priority area.

6.1.4 Identified koala broad-hectare areas

There are seven identified koala broad-hectare areas in SEQ. These are areas of koala habitat that are located in areas committed to meet development targets in the SEQ Regional Plan to accommodate SEQ's growing population including bring-forward Greenfield sites under the Queensland Housing Affordability Strategy and declared master planned areas under the repealed *Sustainable Planning Act 2009* and the repealed *Integrated Planning Act 1997*.

Specific assessment benchmarks apply to development applications for development proposed in identified koala broad-hectare areas to ensure koala conservation measures are incorporated into the proposed development.

Section 7.2 identifies if your property is in an identified koala broad-hectare area.

6.2 Koala habitat planning controls

On 7 February 2020, the Queensland Government introduced new planning controls to the Planning Regulation 2017 to strengthen the protection of koala habitat in South East Queensland (i.e. koala district A).

More information on these planning controls can be found here:
https://environment.des.qld.gov.au/wildlife/animals/living-with/koalas/mapping/legislation-policy.

As a high-level summary, the koala habitat planning controls make:

- development that involves interfering with koala habitat (defined below) in an area that is both a koala priority area and a koala habitat area, prohibited development (i.e. development for which a development application cannot be made);
- development that involves interfering with koala habitat (defined below) in an area that is a koala habitat area but is not a koala priority area, assessable development (i.e. development for which development approval is required); and
- development that is for extractive industries where the development involves interfering with koala habitat (defined below) in an area that is both a koala habitat area and a key resource area, assessable development (i.e. development for which development approval is required).

Interfering with koala habitat means:

1. Removing, cutting down, ringbarking, pushing over, poisoning or destroying in anyway, including by burning, flooding or draining native vegetation in a koala habitat area; but
2. Does not include destroying standing vegetation stock or lopping a tree.

However, these planning controls do not apply if the development is exempted development as defined in Schedule 24 of the Planning Regulation 2017. More information on exempted development can be found here:
https://environment.des.qld.gov.au/wildlife/animals/living-with/koalas/mapping/legislation-policy.

There are also assessment benchmarks that apply to development applications for:

- building works, operational works, material change of use or reconfiguration of a lot where:

  - the local government planning scheme makes the development assessable;
  - the premises includes an area that is both a koala priority area and a koala habitat area; and
  - the development does not involve interfering with koala habitat (defined above); and

- development in identified koala broad-hectare areas.

The Guideline - Assessment Benchmarks in relation to Koala Habitat in South East Queensland assessment benchmarks outlines these assessment benchmarks, the intent of these assessment benchmarks and advice on how proposed development may meet these assessment benchmarks.

6.3 Koala Conservation Plan clearing requirements

Section 10 and 11 of the Nature Conservation (Koala) Conservation Plan 2017 prescribes requirements that must be met when clearing koala habitat in koala district A and koala district B.

These clearing requirements are independent to the koala habitat planning controls introduced into the Planning Regulation 2017, which means they must be complied with irrespective of any approvals or exemptions offered under other legislation.

Unlike the clearing controls prescribed in the Planning Regulation 2017 that are to protect koala habitat, the clearing requirements prescribed in the Nature Conservation (Koala) Conservation Plan 2017 are in place to prevent the injury or death of koalas when koala habitat is being cleared.

6.4 Contact information for DETSI

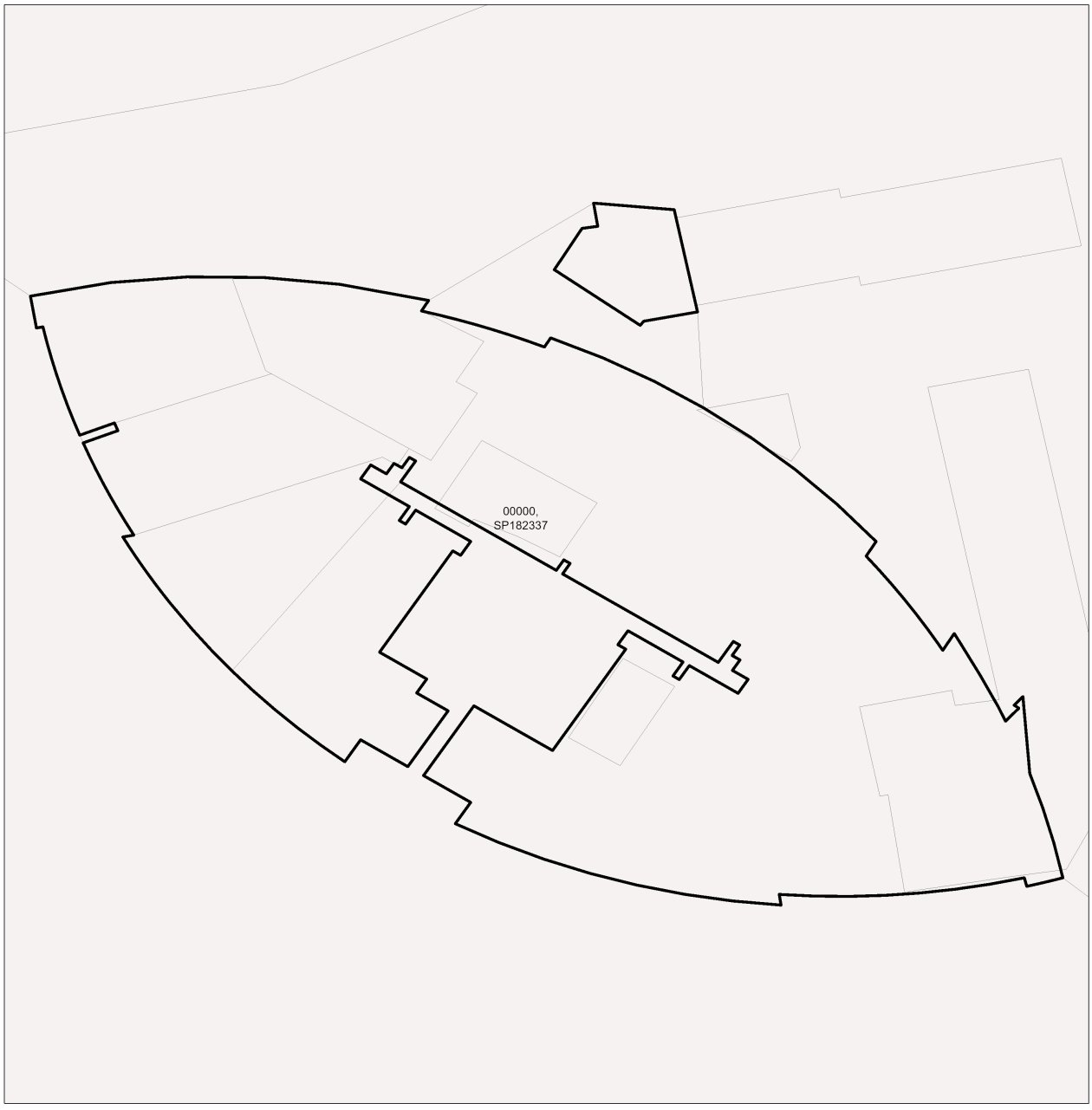
For further information on the koala protection framework:
Phone 13 QGOV (13 74 68)
Email koala.assessment@detsi.qld.gov.au
Visit https://environment.desi.qld.gov.au/wildlife/animals/living-with/koalas/mapping

7. Koala protection framework details for Lot: 00000 Plan: SP182337

7.1 Koala districts

Koala District A

7.2 Koala priority area, koala habitat area and identified koala broad-hectare map



Koala priority area, koala habitat area and identified koala broad-hectare area map

- Koala habitat area (core)
- Koala habitat area (locally refined)
- Koala priority area
- Identified koala broad-hectare area
- Cadastral Boundaries
- Towns
- Major rivers/creeks
- Highway
- Connector
- Street/Local Road
- Queensland
- Selected Lot and Plan

The koala habitat mapping within South East Queensland uses regional ecosystem linework compiled at a scale varying from 1:25,000 to 1:100,000. Linework should be used as a guide only. The positional accuracy of regional ecosystem data mapped at a scale of 1:100,000 is +/- 100 metres.

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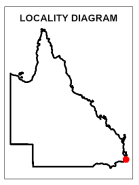

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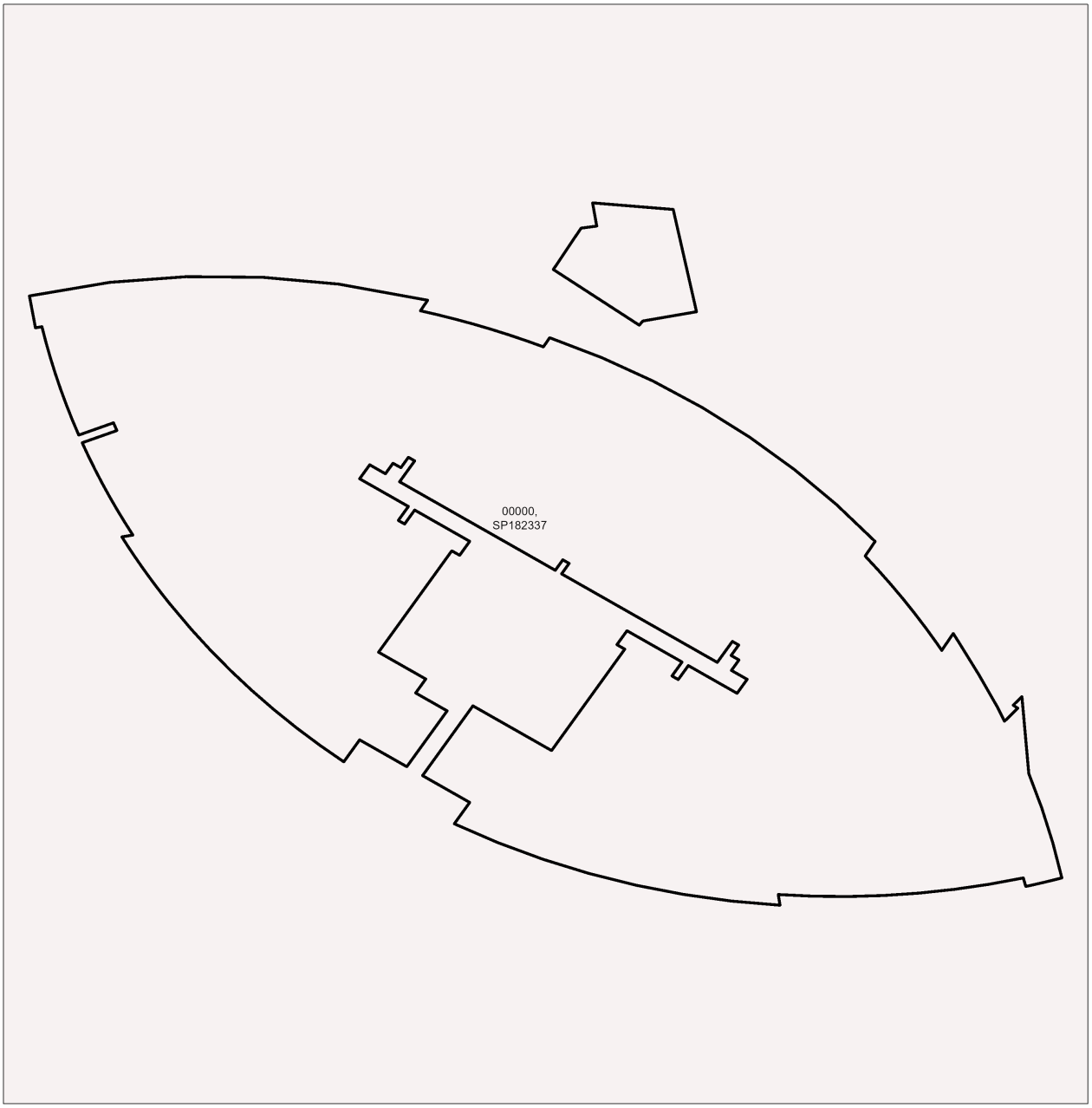
The koala conservation plan maps will be updated at least annually to include any koala habitat areas that have been made, amended or revoked.

In order to ensure that the most recent map for an area of interest can be accessed, prior to the annual update, a register of changes made to koala habitat areas as a result of the map amendment process will be available at: https://environment.desi.qld.gov.au/wildlife/animals/living-with/koalas/mapping/. The register will include lot on plan for the change, the date the decision was made and the map issued to the landholder which shows areas determined to be koala habitat areas.

7.3 Koala habitat regional ecosystems for core koala habitat areas



Koala habitat regional ecosystems for core koala habitat areas

Koala habitat area (core)
Towns
Highway
Connector
Street/Local Road
Major rivers/creeks
Queensland
Selected Lot and Plan

LOCALITY DIAGRAM

N

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Due to varying sources of data, spatial locations may not coincide when overlaid.

The koala habitat mapping within South East Queensland uses regional ecosystem linework compiled at a scale varying from 1:25,000 to 1:100,000. Linework should be used as a guide only. The positional accuracy of regional ecosystem data mapped at a scale of 1:100,000 is +/- 100 metres.

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8. Other relevant legislation contacts list

Activity	Legislation	Agency	Contact details
Interference with overland flow	*Water Act 2000*	Department of Local Government, Water and Volunteers	Ph: 13 QGOV (13 74 68) www.dlgwv.qld.gov.au
Earthworks, significant disturbance	*Soil Conservation Act 1986*	Queensland Department of Natural Resources and Mines, Manufacturing, and Regional and Rural Development	Ph: 13 QGOV (13 74 68) www.nrmmrrd.qld.gov.au
Fire Permits	*Fire and Emergency Services Act 1990*	Queensland Fire Department	Ph: 13 QGOV (13 74 68) www.fire.qld.gov.au
Indigenous Cultural Heritage	*Aboriginal Cultural Heritage Act 2003* *Torres Strait Islander Cultural Heritage Act 2003*	Queensland Department of Women, Aboriginal and Torres Strait Islander Partnerships and Multiculturalism	Ph: 13 QGOV (13 74 68) www.tatsipca.qld.gov.au
Mining and environmentally relevant activities Infrastructure development (coastal) Heritage issues	*Environmental Protection Act 1994* *Coastal Protection and Management Act 1995* *Queensland Heritage Act 1992*	Queensland Department of the Environment, Tourism, Science and Innovation	Ph: 13 QGOV (13 74 68) www.detsi.qld.gov.au
Protected plants and protected areas	*Nature Conservation Act 1992* *Planning Act 2016*	Queensland Department of the Environment, Tourism, Science and Innovation	Ph: 1300 130 372 (option 4) palm@detsi.qld.gov.au www.detsi.qld.gov.au
Koala mapping and regulations	*Nature Conservation Act 1992*	Queensland Department of the Environment, Tourism, Science and Innovation	Ph: 13 QGOV (13 74 68) Koala.assessment@detsi.qld.gov.au
Interference with fish passage in a watercourse, mangroves Forestry activities	*Fisheries Act 1994* *Forestry Act 1959*	Queensland Department of Primary Industries	Ph: 13 QGOV (13 74 68) www.dpi.qld.gov.au
Matters of National Environmental Significance including listed threatened species and ecological communities	*Environment Protection and Biodiversity Conservation Act 1999*	Department of Climate Change, Energy, the Environment and Water (Australian Government)	Ph: 1800 920 528 www.dcceew.gov.au
Development and planning processes	*Planning Act 2016* *State Development and Public Works Organisation Act 1971*	Queensland Department of State Development, Infrastructure and Planning	Ph: 13 QGOV (13 74 68) www.planning.qld.gov.au
Coordinated projects	*Planning Act 2016* *State Development and Public Works Organisation Act 1971*	Office of the Coordinator-General	Ph: 13 QGOV (13 74 68) www.statedevelopment.qld.gov.au/coordinator-general
Wet Tropics World Heritage Area	*Wet Tropics World Heritage Protection and Management Act 1993*	Queensland Wet Tropics Management Authority	Ph: (07) 4241 0500 www.wettropics.gov.au
Requirements on State controlled road	*Transport Infrastructure Act 1994*	Queensland Department of Transport and Main Roads	Ph: 13 QGOV (13 74 68) https://www.tmr.qld.gov.au
Local government requirements	*Local Government Act 2009* *Planning Act 2016*	Your relevant local government office	Local Government Contact Directory

Department of the Environment, Tourism, Science and Innovation (DETSI)
ABN 46 640 294 485
GPO Box 2454, Brisbane QLD 4001, AUSTRALIA
www.detsi.qld.gov.au

SEARCH RESPONSE
ENVIRONMENTAL MANAGEMENT REGISTER (EMR)
CONTAMINATED LAND REGISTER (CLR)

InfoTrack PTY LTD
PO Box 10314, Adelaide Street
Brisbane QLD 4001

Transaction ID: 51098400 EMR Site Id: 19 December 2025
Cheque Number:
Client Reference:

This response relates to a search request received for the site:
Lot: 1906 Plan: SP182337
1906/22 SURF PDE
BROADBEACH

EMR RESULT

The above site is NOT included on the Environmental Management Register.

CLR RESULT

The above site is NOT included on the Contaminated Land Register.

ADDITIONAL ADVICE

All search responses include particulars of land listed in the EMR/CLR when the search was generated.
The EMR/CLR does NOT include:-

1. land which is contaminated land (or a complete list of contamination) if DETSI has not been notified
2. land on which a notifiable activity is being or has been undertaken (or a complete list of activities) if DETSI has not been notified

If you have any queries in relation to this search please email emr.clr.registry@detsi.qld.gov.au

Administering Authority

QUEENSLAND GOVERNMENT

Department of Transport and Main Roads

Property Search - Advice to Applicant

Property Search reference 978442 Date: 19/12/2025

Search Request reference: 182315934

Applicant details

Applicant: Aimee Fendley

afendley@arcuriturnbull.com.au

Buyer: Sellers Disclosure

Search response:

Your request for a property search on Lot 1906 on Plan SP182337 at 1906/22 SURF PARADE, BROADBEACH QLD 4218 has been processed.

At this point in time the Department of Transport and Main Roads has no land requirement from the specified property.

Note:

1. Development proposed on this property may require approval under the Planning Act. This may include referral to the State Assessment and Referral Agency for assessment of the impacts to state transport corridors and infrastructure.
2. New or changed access between this property and a state transport corridor will require approval under the Transport Infrastructure Act.
3. To see what other State Government planning has been identified in your area, please refer to the online DA Mapping system. Refer to the State Transport interests under the SARA layers to identify what interests TMR has in your locality.
   < https://planning.dsdmip.qld.gov.au/maps/sara-da>
4. Any properties located in proximity to a current or future State transport corridor may be affected by noise. For existing corridors, refer to the online SPP interactive mapping system. Select the Information Purposes and refer to the Transport Infrastructure. If the property is located in a mandatory transport noise corridor then Mandatory Part 4.4 of the Queensland Development Code will apply.
   < https://planning.dsdmip.qld.gov.au/maps/spp>

Disclaimer:

Any information supplied by this Department of Transport and Main Roads' (TMR) property search is provided on the basis that you will use your own judgement to independently evaluate, assess and verify the information's completeness, suitability, purpose and usefulness.

Without limitation, TMR is under no liability for any negligence, claim, loss or damage (including consequential or indirect loss or lost time, profits, savings, contracts, revenue, interest, business opportunities, goodwill or damage to reputation) however caused (whether by negligence or otherwise) that may be suffered or incurred or that may arise directly or indirectly out of any act or omission on its part in connection with the use and reliance upon, and the provision of this property search, including loss or damage caused by any delays in providing this property search to the party who requested the information or any errors, misdescriptions, incompleteness and inaccuracies in the information. TMR excludes all warranties, representations, terms, conditions and undertaking in respect of the completeness, quality, accuracy, suitability or fitness of the information contained in this property search for your purpose. You acknowledge that the information provided is indicative only and may be subject to change.

Privacy Statement:

The personal information collected on this property search is required to enable TMR to communicate with you regarding your enquiry. The information recorded will not be disclosed to a third party without your consent or unless required or authorised to do so by law.

myqbcc

Login / Sign up

Owner builder register

Lot/Plan number | 1906 | SP 182337

You can search by owner builder number, name, lot/plan number or address.

Glossary of terms

Sorry, no matching items found.