

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 **MAUREEN PATRICIA EVERETT, GEOFFREY THOMAS EVERETT**

Property address
(referred to as the “property” in this statement) **3502/323 BAYVIEW STREET, HOLLYWELL QLD 4216**

Lot on plan description **3502/SP174601**

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

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

Title details	The seller gives or has given the buyer the following—	
	A title search for the property issued under the <i>Land Title Act 1994</i> showing interests registered under that Act for the property.	☒ 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 <i>If Yes, the details of any statutory encumbrances are as follows:</i> 1. Rights and interests reserved to the Crown by Deed of Grant No. 10867003 (POR 10V) 2. ANY STATUTORY ENCUMBRANCES OR RIGHT FOR WATER SUPPLY, SEWERAGE, DRAINAGE OR OTHER UTILITIES
Residential tenancy or rooming accommodation agreement	The property has been subject to a residential tenancy agreement or a rooming accommodation agreement under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> during the last 12 months. ☒ Yes ☐ No If Yes, when was the rent for the premises or each of the residents' rooms last increased? (<i>Insert date of the most recent rent increase for the premises or rooms</i>) 09/09/2026 Note—Under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> the rent for a residential premises may not be increased earlier than 12 months after the last rent increase for the premises. 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 (<i>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</i>): Medium 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 <i>If Yes, a copy of the notice, order, proposal or correspondence must be given by the seller.</i>	
Contamination and environmental protection	The property is recorded on the Environmental Management Register or the Contaminated Land Register under the <i>Environmental Protection Act 1994</i>. ☐ Yes ☒ No The following notices are, or have been, given: A notice under section 408(2) of the <i>Environmental Protection Act 1994</i> (for example, land is contaminated, show cause notice, requirement for site investigation, clean up notice or site management plan). ☐ Yes ☒ No A notice under section 369C(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which an environmental enforcement order applies). ☐ Yes ☒ No A notice under section 347(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which a prescribed transitional environmental program applies). ☐ Yes ☒ No	
Trees	There is a tree order or application under the <i>Neighbourhood Disputes (Dividing Fences and Trees) Act 2011</i> affecting the property. ☐ Yes ☒ No <i>If Yes, a copy of the order or application must be given by the seller.</i>	
Heritage	The property is affected by the <i>Queensland Heritage Act 1992</i> or is included in the World Heritage List under the <i>Environment Protection and Biodiversity Conservation Act 1999</i> (Cwlth). ☐ 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. If a community titles scheme or a BUGTA scheme – a shared pool is located in the scheme. Pool compliance certificate is given. OR Notice of no pool safety certificate is given.	☐ Yes ☒ No ☒ Yes ☐ No ☒ Yes ☐ No ☐ 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. <i>A notice under section 47 of the Queensland Building and Construction Commission Act 1991 must be given by the seller and you may be required to sign the notice and return it to the seller prior to signing the contract.</i>	☐ Yes ☒ No
Notices and orders	There is an unsatisfied show cause notice or enforcement notice under the <i>Building Act 1975</i>, section 246AG, 247 or 248 or under the <i>Planning Act 2016</i>, section 167 or 168. The seller has been given a notice or order, that remains in effect, from a local, State or Commonwealth government, a court or tribunal, or other competent authority, requiring work to be done or money to be spent in relation to the property. <i>If Yes, a copy of the notice or order must be given by the seller.</i>	☐ Yes ☒ No ☐ Yes ☒ No
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: \$1691.61 Date Range: 01/07/26 to 31/12/26
	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: \$454.07 Date Range: 25/04/26 to 24/07/26
	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. ☒ Yes ☐ No (If Yes, complete the information below)
Community Management Statement	A copy of the most recent community management statement for the scheme as recorded under the <i>Land Title Act 1994</i> or another Act is given to the buyer. ☒ Yes 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.
Body Corporate Certificate	A copy of a body corporate certificate for the lot under the <i>Body Corporate and Community Management Act 1997</i>, section 205(4) is given to the buyer. ☒ Yes ☐ No If No— An explanatory statement is given to the buyer that states: ☐ Yes » a copy of a body corporate certificate for the lot is not attached; and » the reasons under section 6 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot.
Statutory Warranties	Statutory Warranties—If you enter into a contract, you will have implied warranties under the <i>Body Corporate and Community Management Act 1997</i> relating to matters such as latent or patent defects in common property or body corporate assets; any actual, expected or contingent financial liabilities that are not part of the normal operating costs; and any circumstances in relation to the affairs of the body corporate that will materially prejudice you as owner of the property. There will be further disclosure about warranties in the contract.

Building Units and Group Titles Act 1980	The property is included in a BUGTA scheme ☐ Yes ☒ No (If Yes, complete the information below)
Body Corporate Certificate	A copy of a body corporate certificate for the lot under the <i>Building Units and Group Titles Act 1980</i>, section 40AA(1) is given to the buyer. ☐ Yes ☐ No If No— An explanatory statement is given to the buyer that states: ☐ Yes » a copy of a body corporate certificate for the lot is not attached; and » the reasons under section 7 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot. Note—If the property is part of a BUGTA scheme, you will be subject to by-laws approved by the body corporate and other by-laws that regulate your use of the property and common property.

Signatures – SELLER

Signed by:

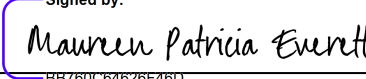

Signature of seller

Geoffrey Thomas Everett

Name of Seller

8/10/2026

Date

Signed by:


Signature of seller

Maureen Patricia Everett

Name of Seller

8/10/2026

Date

Signatures – BUYER

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

Signature of buyer

Name of buyer

Date

Signature of buyer

Name of buyer

Date



Current Title Search

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Title Reference:	50687363	Search Date:	02/10/2026 16:05
Date Title Created:	17/10/2007	Request No:	57854712
Previous Title:	50664573		

ESTATE AND LAND

Estate in Fee Simple

LOT 3502 SURVEY PLAN 174601

Local Government: GOLD COAST

COMMUNITY MANAGEMENT STATEMENT 36881

REGISTERED OWNER

Dealing No: 720722165 14/04/2021

MAUREEN PATRICIA EVERETT

GEOFFREY THOMAS EVERETT

JOINT TENANTS

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10867003 (POR 10V)

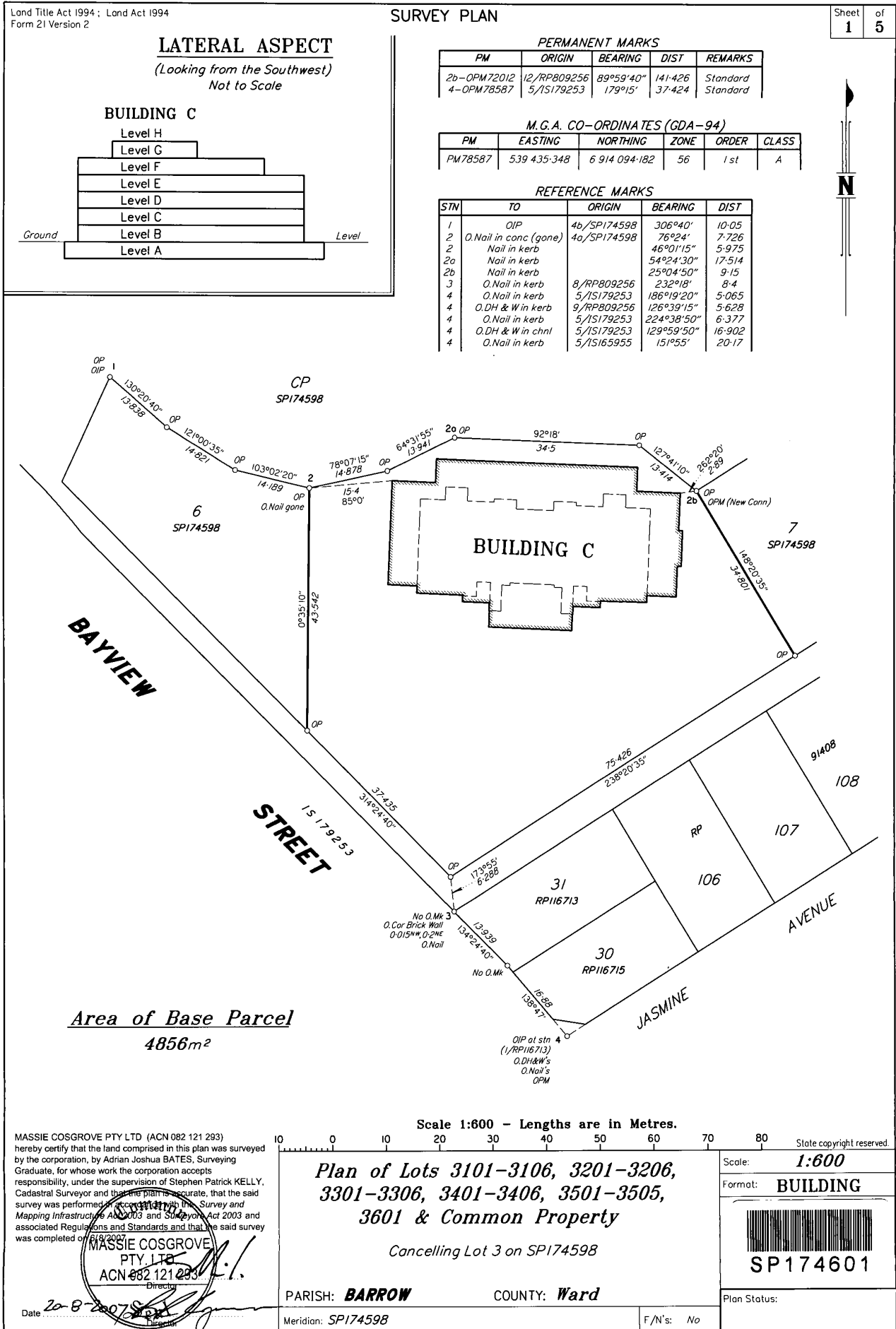
ADMINISTRATIVE ADVICES

NIL

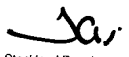
UNREGISTERED DEALINGS

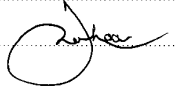
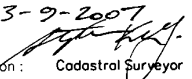
NIL

** End of Current Title Search **



711077990 \$2282.10 10/10/2007 16:22 BE 400 NT		WARNING : Folded or Mutilated Plans will not be accepted. Plans may be rolled. Information may not be placed in the outer margins.	
Registered		5. Lodged by (Include address, phone number, reference, and Lodger Code)	

1. Certificate of Registered Owners or Lessees. 1/We <u>STOCKLAND DEVELOPMENT PTY LTD ACN 000 064 835</u> (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  Stockland Development Pty Limited ACN 000 064 835 by its Attorney Troy Andrew Wainwright under Power of Attorney No. 710622409 * Rule out whichever is inapplicable				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="3" style="text-align: left;">6. Existing</th> <th colspan="3" style="text-align: left;">Created</th> </tr> <tr> <th style="text-align: left;">Title Reference</th> <th style="text-align: left;">Lot</th> <th style="text-align: left;">Plan</th> <th style="text-align: left;">Lots</th> <th style="text-align: left;">Emts</th> <th style="text-align: left;">Road</th> </tr> <tr> <td>50664573</td> <td>3</td> <td>SP174598</td> <td>3101-3106, 3201-3206, 3301-3306, 3401-3406, 3501-3505, 3601 & Common Property</td> <td></td> <td></td> </tr> </table>				6. Existing			Created			Title Reference	Lot	Plan	Lots	Emts	Road	50664573	3	SP174598	3101-3106, 3201-3206, 3301-3306, 3401-3406, 3501-3505, 3601 & Common Property		
6. Existing			Created																						
Title Reference	Lot	Plan	Lots	Emts	Road																				
50664573	3	SP174598	3101-3106, 3201-3206, 3301-3306, 3401-3406, 3501-3505, 3601 & Common Property																						

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 <u>25th</u> day of <u>September 2007</u> 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		POR 10V 3101-3106, 3201-3206, 3301-3306, 3401-3406, 3501-3505, 3601 & Common Property Orig Lots 7. Portion Allocation : 8. Map Reference : 9542-22442 9. Locality : HOLLYWELL 10. Local Government : CITY OF GOLD COAST 11. Passed & Endorsed : MASSIE COSGROVE PTY LTD ACN 082 121 293 By : Date : <u>3-9-2007</u> Signed :  Designation : Cadastral Surveyor		20 DECEMBER 2006 DEVELOPMENT APPROVAL DATE 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~~  <u>20/8/2007</u> Cadastral Surveyor / Director Date *delete words not required 13. Lodgement Fees : <table style="width: 100%;"> <tr> <td>Survey Deposit</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Lodgement</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>..... New Titles</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Photocopy</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Postage</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>TOTAL</td> <td style="text-align: right;">\$</td> </tr> </table> 14. Insert Plan Number SP174601		Survey Deposit	\$	Lodgement	\$	 New Titles	\$	Photocopy	\$	Postage	\$	TOTAL	\$
Survey Deposit	\$																
Lodgement	\$																
..... New Titles	\$																
Photocopy	\$																
Postage	\$																
TOTAL	\$																

3. Plans with Community Management Statement : CMS Number : 36881 Name : ALLISEE	4. References : Dept File : Local Govt : <u>409587/06/01</u> Surveyor : 7619-3 / QSD
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Land Title Act 1994 ; Land Act 1994
Form 21A Version 1

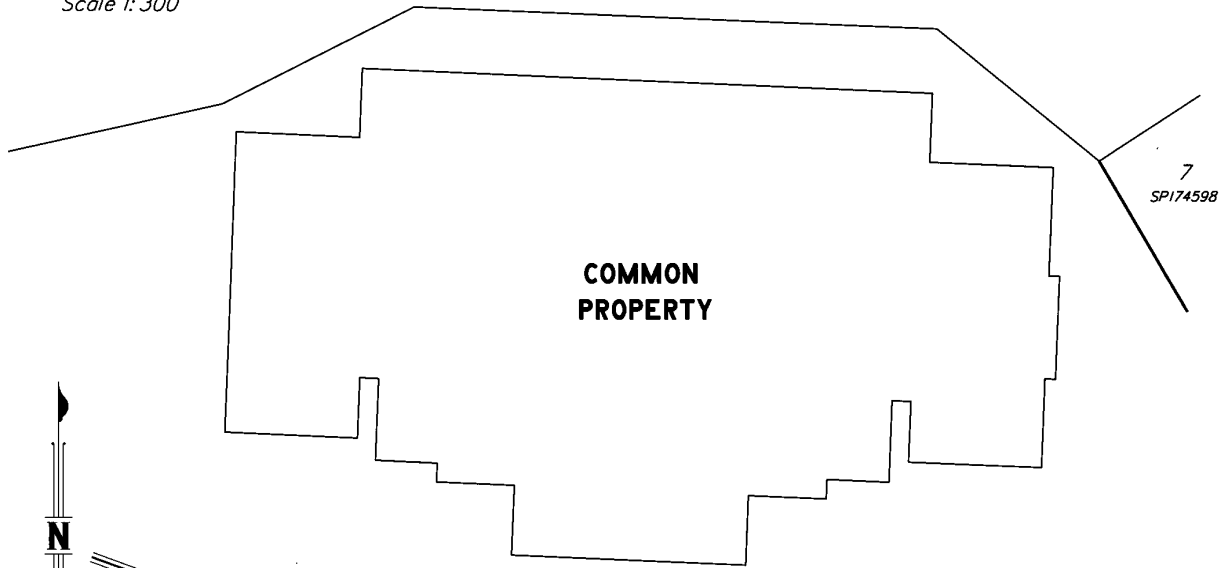
ADDITIONAL SHEET

Sheet 2 of 5

LEVEL A

Scale 1:300

CP
SP174598

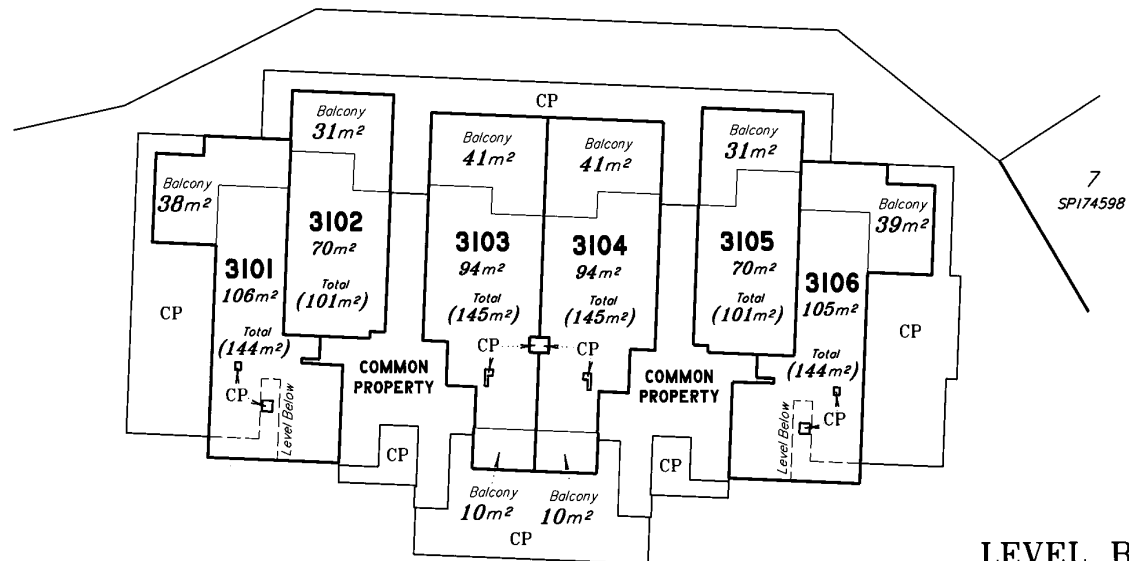


**COMMON
PROPERTY**

BUILDING C

**COMMON
PROPERTY**
BUILDING C

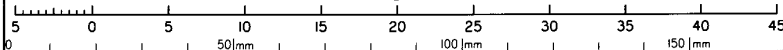
CP
SP174598



LEVEL B

Scale 1:300

Scale 1:300 - Lengths are in Metres.



State copyright reserved.

Insert Plan Number
SP174601

7619/SPK - FINAL 20.8.07

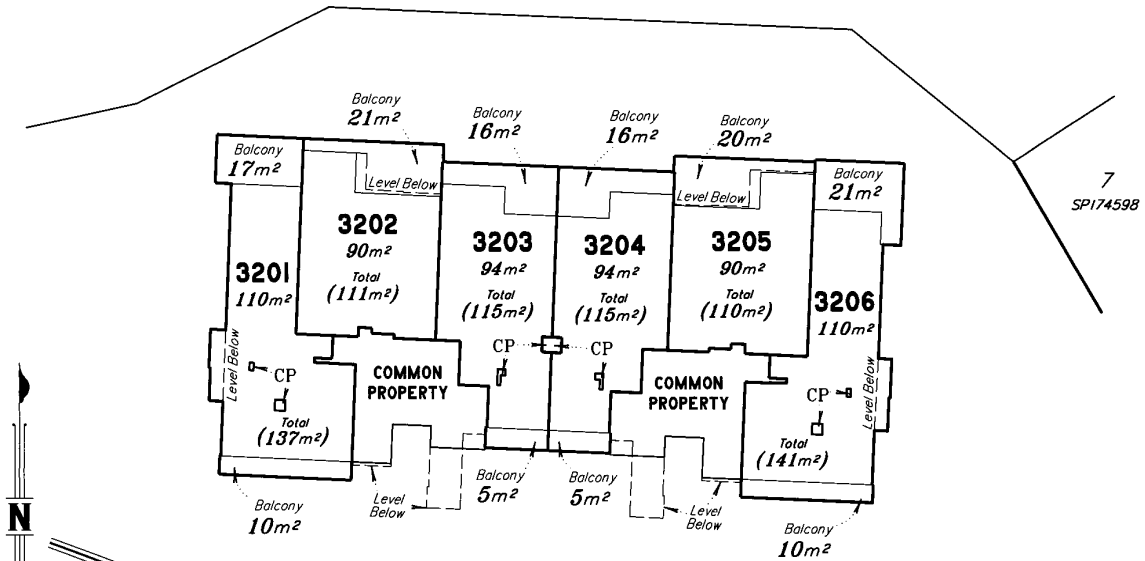
Land Title Act 1994; Land Act 1994
Form 21A Version 1

Sheet 3 of 5

LEVEL C

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CP
SP174598



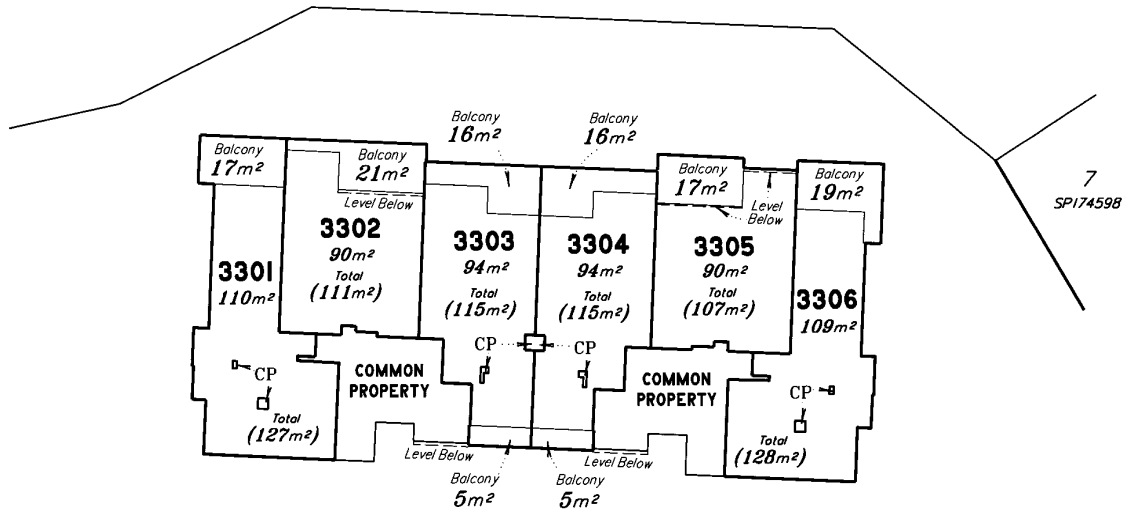
COMMON
PROPERTY

BUILDING C

COMMON
PROPERTY

BUILDING C

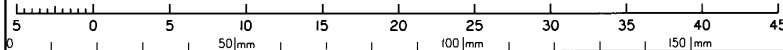
CP
SP174598



LEVEL D

Scale 1: 300

Scale 1:300 - Lengths are in Metres.



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Insert Plan Number SP174601

7619/SPK - FINAL 20.8.07

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

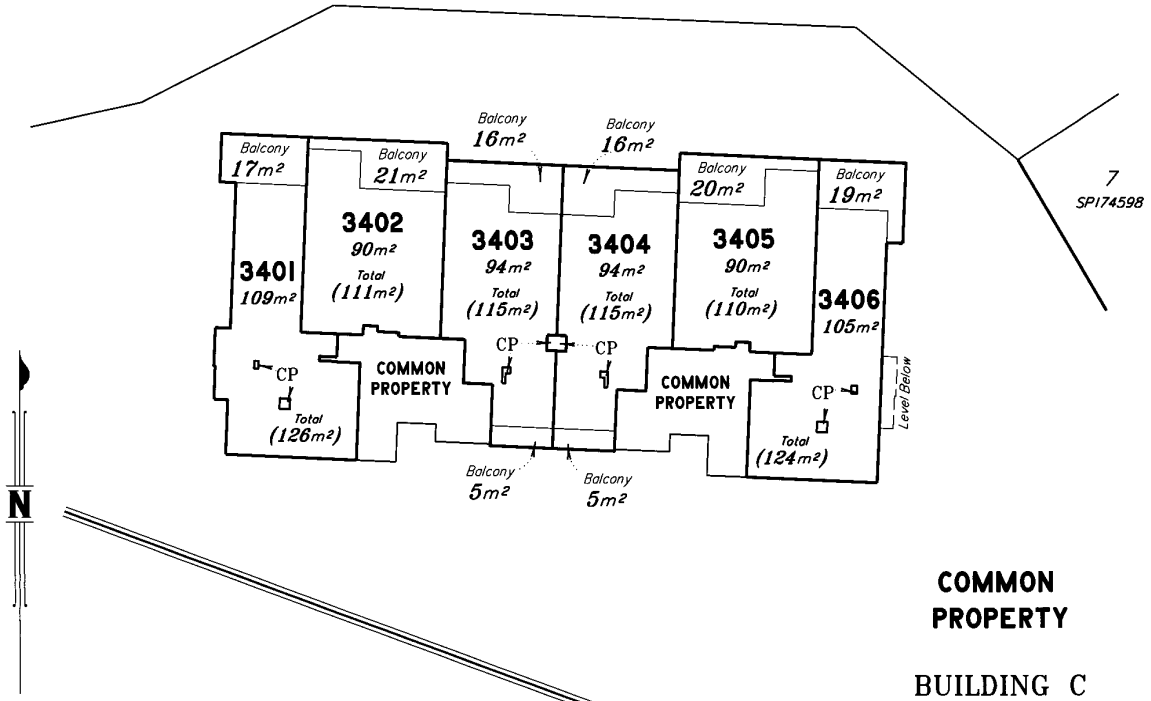
ADDITIONAL SHEET

Sheet 4 of 5

LEVEL E

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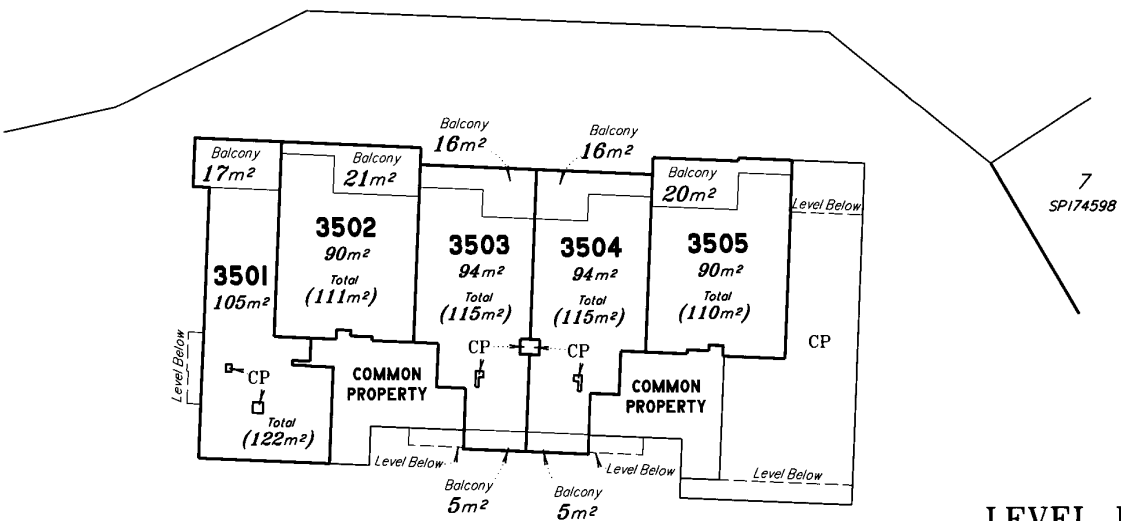
CP
SP174598



**COMMON
PROPERTY**

BUILDING C

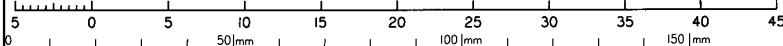
CP
SP174598



LEVEL F

Scale 1: 300

Scale 1:300 - Lengths are in Metres.



State copyright reserved.

Insert Plan Number
SP174601

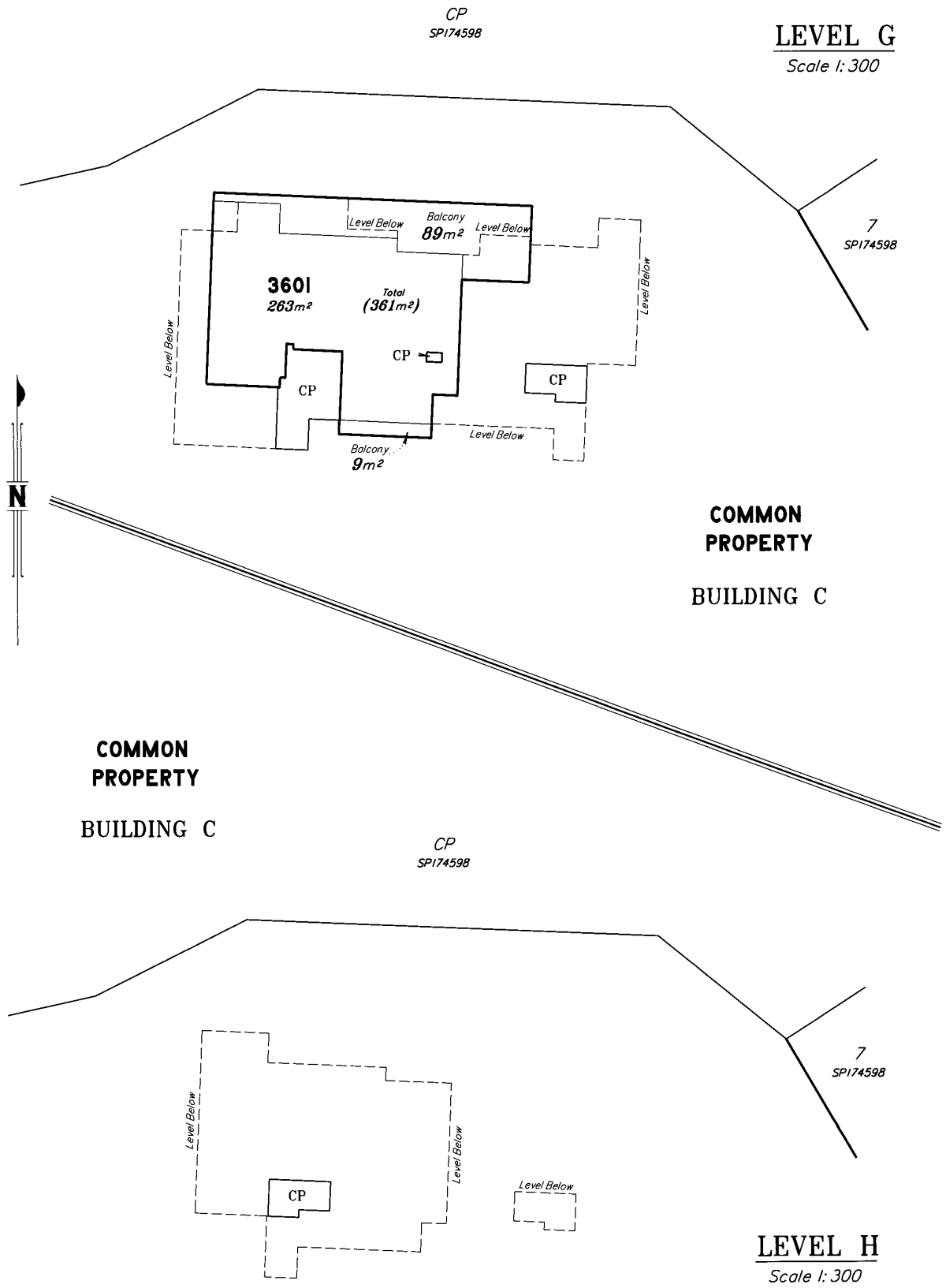
7619/SPK - FINAL 20.8.07

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Form 21A Version 1

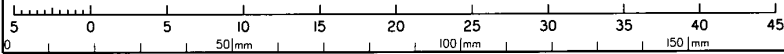
ADDITIONAL SHEET

Sheet 5 of 5

7619/SPK - FINAL 20.8.07



Scale 1:300 - Lengths are in Metres.



State copyright reserved.

Insert Plan Number
SP174601

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:

PSC0280333

2. Location of the swimming pool

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

Street address:

323 BAYVIEW ST

HOLLYWELL QLD

Postcode

4

2

1

6

Lot and plan details:

9999/SP/174598

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

4

5. Pool safety certificate validity

Effective date:

1

3

/

0

1

/

2

0

2

6

Expiry date:

1

3

/

0

1

/

2

0

2

7

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:

Robert Gray Carswell

Pool safety inspector
licence number:

PS15142954

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.

Body corporate certificate

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 ...Page 2
- details of the property and community titles scheme ...Page 3
- by-laws and exclusive use areas ...Page 4
- lot entitlements and financial information ...Page 5
- owner contributions and amounts owing ...Page 6
- common property and assets ...Page 8
- insurance ...Page 9
- contracts and authorisations ...Page 10

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 06/10/2026.

Becoming an owner

When you become an owner of a lot in a community title 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

ALLISEE 36881

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: Luke Norman

Company: Body Corporate Services (QLD)
Pty Ltd

Phone: 1300889227

Email: bcs_goldcoast@bcssm.com.au

☐ No

Accessing records

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

☒ The body corporate manager named above.

☐ The following person:

Name:

Role:

Phone:

Email:

Property and community titles scheme details

Lot and plan details

Lot number: 3502

Plan type and number: SP 174599 SP 174600 SP 174601 SP 174602 SP 198829

Plan of subdivision: ☐ Standard Format ☒ Building Format ☐ Volumetric Format

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 ☐ Commercial ☐ Small Schemes ☐ Standard

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

Layered arrangements of community titles schemes

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

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

☒ Yes

☐ 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

☒ No

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

By-laws and exclusive use areas

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

What by-laws apply?

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

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

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

General by-laws

- ☒ The community management statement includes the complete set of by-laws that apply to the scheme.
- ☐ The community management statement specifies the by-laws in Schedule 4 of the *Body Corporate and Community Management Act 1997* apply to the scheme.
- ☐ A consolidated set of the by-laws for the scheme is given with this certificate.

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
- ☐ No

If yes, the exclusive use by-laws or other allocations of common property for the schemes are:
(select all that apply)

- ☒ listed in the community management statement.
- ☐ given with this certificate.

Lot entitlements and financial information

Lot entitlements

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

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

Contribution schedule

Contribution schedule lot entitlement for the lot: 16

Total contribution schedule lot entitlements for all lots: 3614

Interest schedule

Interest schedule lot entitlement for the lot: 11

Total interest schedule lot entitlements for all lots: 3766

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 3502 for the current financial year: \$9,451.52

Number of instalments: 4 (outlined below)

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

Discount for on-time payments (if applicable): 10.00%

Due date	Amount due	Amount due if discount applied	Paid
01/05/2026	\$0.00	\$0.00	☐ Yes ☒ No
01/05/2026	\$160.65	\$160.65	☒ Yes ☐ No
01/05/2026	\$2,030.99	\$1,827.89	☒ Yes ☐ No
01/08/2026	\$0.00	\$0.00	☐ Yes ☒ No
01/08/2026	\$2,030.99	\$1,827.89	☒ Yes ☐ No
01/08/2026	\$160.65	\$160.65	☒ Yes ☐ No
01/11/2026	\$2,351.96	\$2,116.76	☐ Yes ☒ No
01/11/2026	\$102.23	\$102.23	☐ Yes ☒ No
01/02/2027	\$2,351.96	\$2,116.76	☐ Yes ☒ No
01/02/2027	\$107.14	\$107.14	☐ Yes ☒ No
01/02/2027	\$154.95	\$154.95	☐ Yes ☒ No

Sinking fund contributions

Total amount of contributions (before any discount) for lot 3502 for the current financial year: \$3,068.06

Number of instalments: 4 (outlined below)

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

Discount for on-time payments (if applicable): 10.00%

Due date	Amount due	Amount due if discount applied	Paid
01/05/2026	\$730.49	\$657.44	☒ Yes ☐ No
01/05/2026	\$0.00	\$0.00	☐ Yes ☒ No
01/08/2026	\$730.49	\$657.44	☒ Yes ☐ No
01/08/2026	\$0.00	\$0.00	☐ Yes ☒ No
01/11/2026	\$803.54	\$723.19	☐ Yes ☒ No
01/02/2027	\$803.54	\$723.19	☐ Yes ☒ No

Special contributions (IF ANY)

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

Total amount of contributions (before any discount) for lot 3502: \$3,488.13

Number of instalments: 15 (outlined below)

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

Discount for on-time payments (if applicable): 10.00%

Due date	Amount due	Amount due if discount applied	Paid
01/05/2026	\$243.50	\$243.50	☒ Yes ☐ No
01/05/2026	\$237.41	\$237.41	☒ Yes ☐ No
01/05/2026	\$355.51	\$355.51	☒ Yes ☐ No
01/05/2026	\$73.05	\$73.05	☒ Yes ☐ No
01/05/2026	\$253.24	\$253.24	☒ Yes ☐ No
01/08/2026	\$243.50	\$243.50	☒ Yes ☐ No
01/08/2026	\$237.41	\$237.41	☒ Yes ☐ No
01/08/2026	\$355.51	\$355.51	☒ Yes ☐ No
01/08/2026	\$73.05	\$73.05	☒ Yes ☐ No
01/08/2026	\$253.24	\$253.24	☒ Yes ☐ No
01/11/2026	\$243.50	\$243.50	☐ Yes ☒ No
01/11/2026	\$237.41	\$237.41	☐ Yes ☒ No
01/11/2026	\$355.51	\$355.51	☐ Yes ☒ No
01/11/2026	\$73.05	\$73.05	☐ Yes ☒ No
01/11/2026	\$253.24	\$253.24	☐ Yes ☒ No

Other amounts payable by the lot owner

For the current financial year there are:

- ☒ No other amounts payable for the lot.
- ☐ Amounts payable under exclusive use by-laws, totalling \$0.00
- ☐ Amounts payable under service agreements (that are not included in body corporate contributions for the lot), totalling \$0.00
- ☐ Other amounts payable, totalling \$0.00 (see explanation given with this certificate).

Summary of amounts due but not paid by the current owner

At the date of this certificate:

- ☐ All payments for the lot are up to date.
- ☐ The following amounts are due but not yet paid for the lot:
- ☐ Overdue contributions: \$0.00
- ☐ Penalties on overdue contributions: \$0.00
- ☐ Other amounts due but not paid: \$0.00

Total amounts due but not paid: \$0.00

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.

☐ No

Current sinking fund balance (as at date of certificate): **\$3,308,529.77**

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 of the lot is responsible for maintaining in good condition.

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

Body corporate assets

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

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

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

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, the:

- type of policy;
- name of the insurer;
- sum insured;
- amount of premium; and
- excess payable on a claim

are given with this certificate.

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?

☐ Yes

☒ 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 - Wild Cheetah Pty Ltd
- ☐ No

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

- ☒ Yes - Wild Cheetah Pty Ltd
- ☐ No

Embedded network electricity supply

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

- ☒ Yes
- ☐ No

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

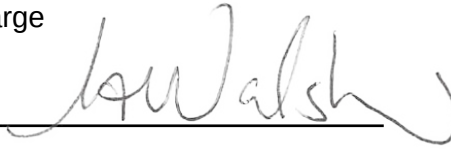
Body corporate authority

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

Name/s: Jill Walshaw

Position/s held: Licensee in Charge

Signature/s : _____



Date: 06/10/2026

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

ANNUAL FINANCIAL STATEMENTS

For the period 1 May 2025 to 30 April 2026

Prepared For

ALLISEE

CTS 36881

323 Bayview Street
Hollywell
Queensland 4216

Manager

Luke Norman
Body Corporate Services (QLD) Pty Ltd

Printed

6 October 2026

Balance Sheet

Administrative & Sinking Fund

Body Corporate for ALLISEE CTS 36881

As at 30th April 2026

323 Bayview Street Hollywell Queensland 4216

ABN/ACN 34628764875

Assets		2026
Cash		969,309.83
Investment Account	Note 9	2,960,272.15
Prepaid Expenses	Note 10	37,215.09
Levies in Arrears	Note 12	6,175.01
GST Asset		50,094.81
Total Assets		\$ 4,023,066.89

Liabilities		
Levies in Advance	Note 14	702,384.54
Holding Account	Note 15	18,036.00
Accounts Payable Liability	Note 16	54,524.89
Unallocated Monies Received	Note 13	501.79
Accrued Expenses	Note 17	19,067.00
GST balance to disburse		28,350.55
Total Liabilities		\$ 822,864.77
Net Assets		\$ 3,200,202.12

Equity		
Administrative Fund		1,116.13
Sinking Fund		3,199,085.99
Total Equity		\$ 3,200,202.12

Income and Expenditure Statement

Administrative Fund

Body Corporate for ALLISEE CTS 36881

1 May 2025 to 30 April 2026

323 Bayview Street Hollywell Queensland 4216

ABN/ACN 34628764875

Income

Discount Levies - normal	(156,149.70)
Levy Fees - normal	1,889,092.17
Levy Fees - special	49,999.97
Mutual Revenue - penalty interest	3,331.16
Mutual Revenue - reimbursement	2,178.27
Non-Mutual Revenue - bank interest	3,075.07
Sundry Revenue - discharge insurance claim	135,354.74
Taxes, Fees & Charges - GST rounding	(0.35)

Total Administrative Fund Income**1,926,881.33**

Expenditure

Accountant - audit fees	3,172.00
Body Corporate Manager - Investment Management	102.73
Body Corporate Manager - Taxation Management	2,762.72
Body Corporate Manager - accounting fees	3,636.00
Body Corporate Manager - additional services	30,026.89
Body Corporate Manager - disbursements	18,408.93
Body Corporate Manager - management fees	27,917.95
Caretaking Services	198,780.92
Cleaning Service	123,419.70
Cleaning Service - windows	68,870.00
Cleaning Supplies	406.02
Electrical Repairs	5,622.00
Electricity	164,704.58
Employment Costs	16,768.92
Employment Costs - PAYG withholding	38,187.00
Employment Costs - wages, salaries	108,885.34
Fire Protection Services	44,186.83
Garden/Lawn Maintenance	268,109.98
Gas	634.14
General Repairs	2,213.71
Gymnasium	1,932.20
Insurance Claim - paid	54,148.32
Insurance Premiums	77,089.29
Insurance Premiums - building	188,330.89
Legal Services	91,547.55
Lift Maintenance	131,970.52
Marinas & Jetties	10,175.00
Marinas & Jetties - rates	8,452.00
Motor Vehicle	3,547.57
Pest Control Services	11,727.27
Plumbing	9,457.26
Pools, Spas & Saunas	63,693.58
Prior Period Adjustment	29,880.00
Pumps, Generators & Motors	7,974.30
Security Services	12,010.32
Taxes, Fees & Charges - GST rounding	0.05
Taxes, Fees & Charges - PAYG instalments	42,563.00

323 Bayview Street Hollywell Queensland 4216

ABN/ACN 34628764875

Income and Expenditure Statement (continued)

Administrative Fund

Body Corporate for ALLISEE CTS 36881

1 May 2025 to 30 April 2026

323 Bayview Street Hollywell Queensland 4216

ABN/ACN 34628764875

Expenditure

Taxes, Fees & Charges - income tax	22,436.70
Telephone & Internet Services	1,334.41
Tools & Equipment	3,264.58
WH & S	2,508.18
Waste Management Services	11,900.17
Total Administrative Fund Expenditure	1,912,759.52
Surplus / Deficit for period	14,121.81

Summary

Opening Balance as at 1 May 2025	(13,005.68)
Total Revenue during period	1,926,881.33
Total Expenditure during period	(1,912,759.52)
Administrative Fund balance as at 30 April 2026	\$ 1,116.13

Income and Expenditure Statement

Sinking Fund

Body Corporate for ALLISEE CTS 36881

1 May 2025 to 30 April 2026

323 Bayview Street Hollywell Queensland 4216

ABN/ACN 34628764875

Income

Discount Levies - normal	(56,074.96)
Investment Transactions - interest received	100,164.62
Levy Fees - normal	600,000.57
Levy Fees - special	188,749.16
Mutual Revenue - penalty interest	1,311.26

Total Sinking Fund Income

834,150.65

Expenditure

Air Conditioning Systems	2,908.66
Automatic Gate Systems	6,536.36
Balustrades	71,745.98
Doors and Windows	4,630.91
Electrical Repairs	956.00
Employment Costs - wages, salaries	35,388.77
Fans & Ventilation Systems	8,563.75
Fences & Gates	552.28
Fire Protection Equipment - emergency/exit lighting	855.00
Fire Protection Services	825.00
Fire Protection Services - fire door maintenance	7,845.00
Floor Coverings - carpet	1,445.45
Furniture & Fittings	21,342.16
Garden/Lawn Maintenance - trees/landscaping	18,115.17
General Repairs	111,855.90
Gymnasium	6,282.49
Intercom & Security System	14,679.08
Irrigation & Drainage Systems	5,662.55
Lifts	690.00
Lighting	49,356.12
Lock & Key Systems	151,850.86
Painting	16,933.18
Plumbing	43,959.97
Pools, Spas & Saunas	176,895.00
Pools, Spas & Saunas - filters, pumps, motors	726.36
Pumps, Generators & Motors	34,726.24
Recreation Facilities	1,095.48
Roof	18,122.00
Signs	458.16
Television Systems - antenna replacement	5,960.00
Tennis Courts	1,350.00
Tools & Equipment	27,702.82
Water Penetration/Waterproofing	23,800.00

Total Sinking Fund Expenditure

873,816.70

Surplus / Deficit for period

(39,666.05)

Income and Expenditure Statement (continued)

Sinking Fund

Body Corporate for ALLISEE CTS 36881

1 May 2025 to 30 April 2026

323 Bayview Street Hollywell Queensland 4216

ABN/ACN 34628764875

Summary

Opening Balance as at 1 May 2025	3,238,752.04
Total Revenue during period	834,150.65
Total Expenditure during period	(873,816.70)
Sinking Fund balance as at 30 April 2026	\$ 3,199,085.99

Notes To Financial Statements

Body Corporate for ALLISEE CTS 36881

323 Bayview Street Hollywell Queensland 4216

ABN/ACN 34628764875

Note 1 Summary of Accounting Policies

This special purpose financial report has been prepared for distribution to owners to fulfill the body corporate's financial reporting requirements under the Body Corporate and Community Management Act 1997. The accounting policies used in the preparation of this report, as described below, are in the opinion of the body corporate manager appropriate to meet the needs of owners.

- (a) The financial report has been prepared on the Accrual basis of accounting including the historical cost convention and the going concern assumption.
- (b) The requirements of Accounting Standards and other professional reporting requirements in Australia do not have mandatory applicability to the body corporate because it is not a "reporting entity" as defined in those Standards.

Note 2 Levies in Arrears, in Advance, not Due and payments unidentified

Any items shown as "Levies in Arrears" and "Levies in Advance" in the Balance Sheet represent the position of all levies in arrears or advance, as the case may be, as at the balance date. Any items shown as "Levies not Due" in the Balance Sheet represent levies which have a due date after the balance date. Any items shown as "Levy payments unidentified" in the Balance Sheet represent levy payments that have been received, however could not be identified and therefore allocated to a unit correctly, these funds are held as a liability until they can be correctly allocated. Any other charges against unit owners in arrears or payments in advance appear as liabilities and assets, as the case may be, elsewhere in the Balance Sheet.

Note 3 Unallocated Monies Received

Any items shown as "Unallocated Monies Received" in the Balance Sheet represents amounts received for levies and/or items not yet billed and are recognised as revenue on the day the levy and/or invoice is billed.

Note 4 Income Tax

Assessable income such as interest, dividends and other investment income derived by the Body Corporate, is taxable at the current company tax rate of 30%. Assessable income received by the Body Corporate in respect of common property, other than as stated above, is taxable in the hands of individual owners as determined by Tax Ruling 2015/3.

Note 5 Depreciation

Common property, including assets fixed to it, is not beneficially owned by the body corporate and is therefore not depreciable. Non-fixed assets that are purchased by the body corporate are beneficially owned by it, but the purchase cost is expensed upon acquisition and not depreciated.

Note 6 Unearned Revenue

Any items shown as "Unearned Revenue" in the Balance Sheet represents money received for a service or product that has yet to be fulfilled. For example, pre-payment on a lease agreement. The revenue is a liability until it has been 'earned' by the owners corporation.

Note 7 GST Rounding

Any items shown as "GST Rounding" in the Income and Expenditure Statement represents the rounded amount not included in any amounts paid to the ATO when calculating GST transactions. This amount is net of GST.

Note 8 GST balance to collect

Any items shown as "GST balance to collect" in the Balance Sheet represents the GST portion of any invoices that are due and accrue in the next financial year. EG. Interim levies issued in this reporting period that are for a levy period in the next financial year. The invoice (net of GST) is not an asset as the accrual period has not started. However the GST portion is considered both an asset and a liability as at the invoice date. The asset is reported as "GST balance to collect".

Note 9 Investment Account

Detail	Amount
NAB 084831 318455363 5.35% TD M15/05/2027	1020221.40
NAB 084917 443934240 5.31% TD M04/04/2027	1392204.06
MBL 184466 257336503 5.30% TD M28/07/2027	547846.69
	\$ 2,960,272.15

Note 10 Prepaid Expenses

These notes (other than notes added by the body corporate manager) are the subject of copyright and are generated by the software program "Strataware", developed by Mystrata Pty Ltd (www.mystrata.com). These notes explain how the accounts were prepared, what specific policies/rulings apply and further clarify the figures in the financial statement. The form of accounts produced by Strataware has been settled by a prominent national firm of Chartered Accountants and certified as being compliant with the requirements of the Body Corporate and Community Management Act 1997 by a leading strata and community titles lawyer. The accuracy of data used to generate the accounts is the responsibility of the software user.

Notes To Financial Statements

Body Corporate for ALLISEE CTS 36881

323 Bayview Street Hollywell Queensland 4216

ABN/ACN 34628764875

Detail	Amount
Aviso Tas Insurance Brokers Buildings and Common 18/05/2025 - 18/05/2026	14292.67
QLD FIRE & EMERGENCY SERVICES ALARM MANAGEMENT CHARGE 01/07/2025 - 30/06/2026	525.34
OFFICE OF INDUSTRIAL RELATIONS Registration fees outstanding 17/12/2025	3739.42
Schindler Lifts Australia Pty Ltd (All States) Lift service 01/04/2026 - 30/06/2026	8407.58
Otis Elevator Company Pty Ltd (All States) Lift Maintenance 01/04/2026 - 30/06/2026	7363.66
Schindler Lifts Australia Pty Ltd (All States) Lift service 01/04/2026 - 30/06/2026	541.96
Continuous Service Pty Ltd t/a CNM Fire Services Fire Protection Services 01/04/2026 - 30/06/2026	2344.46
	\$ 37,215.09

Note 11 Accounts Receivable

Detail	Amount
General Journal: Opening balance adjustment	5308.01
General Journal: Opening balance adjustment	-5308.01

Note 12 Levies in Arrears - also see note 2

Detail	Amount
Lot: 4103 Unit: U4103	5201.51
Lot: 4504 Unit: 4504	973.50
General Journal: Opening balance adjustment	-47556.82
General Journal: Opening balance adjustment	47556.82
	\$ 6,175.01

Note 13 Unallocated Monies Received - also see note 3

Detail	Amount
Lot: 1101 Unit: U1101	54.80
Lot: 7306 Unit: U7306	89.29
Lot: 2204 Unit: U2204	293.41
Lot: 3202 Unit: U3202	54.28
Lot: 6201 Unit: 6201	0.01
Lot: 6301 Unit: U6301	10.00
General Journal: Opening balance adjustment	-319836.73
General Journal: Opening balance adjustment	319836.73
	\$ 501.79

Note 14 Levies in Advance - also see note 2

Detail	Amount
Lot: 1101 Unit: U1101	4410.71
Lot: 1102 Unit: U1102	4396.11
Lot: 1103 Unit: U1103	4396.11
Lot: 1104 Unit: U1104	3060.45
Lot: 1201 Unit: U1201	4396.11
Lot: 1202 Unit: U1202	4307.15
Lot: 1203 Unit: U1203	4381.50
Lot: 4203 Unit: U4203	4065.90
Lot: 4205 Unit: U4205	4022.08
Lot: 4206 Unit: U4206	4381.50
Lot: 4301 Unit: U4301	4396.11
Lot: 4303 Unit: U4303	4080.50
Lot: 4305 Unit: U4305	4051.29
Lot: 4306 Unit: U4306	4381.50
Lot: 4401 Unit: U4401	4410.71
Lot: 4402 Unit: U4402	4065.90
Lot: 4403 Unit: U4403	4095.11
Lot: 4404 Unit: U4404	4095.11
Lot: 4405 Unit: U4405	4051.29
Lot: 4406 Unit: U4406	4396.11
Lot: 4501 Unit: U4501	4065.90
Lot: 4502 Unit: U4502	4095.11
Lot: 4503 Unit: U4503	4095.11
Lot: 6601 Unit: U6601	4293.88

Notes To Financial Statements

Body Corporate for ALLISEE CTS 36881

323 Bayview Street Hollywell Queensland 4216

ABN/ACN 34628764875

Detail	Amount
Lot: 7102 Unit: U7102	4653.33
Lot: 7103 Unit: U7103	4653.33
Lot: 7104 Unit: U7104	4638.72
Lot: 7105 Unit: U7105	4653.33
Lot: 7107 Unit: U7107	4682.53
Lot: 7201 Unit: U7201	4396.11
Lot: 7202 Unit: U7202	4396.11
Lot: 7203 Unit: U7203	4396.11
Lot: 7204 Unit: U7204	4396.11
Lot: 7206 Unit: U7206	4396.11
Lot: 7207 Unit: U7207	4425.32
Lot: 7208 Unit: U7208	4138.92
Lot: 7301 Unit: U7301	4410.71
Lot: 7302 Unit: U7302	4410.71
Lot: 7303 Unit: U7303	4182.73
Lot: 7304 Unit: U7304	4410.71
Lot: 7306 Unit: U7306	4410.71
Lot: 7307 Unit: U7307	4454.52
Lot: 7308 Unit: U7308	4153.52
Lot: 7401 Unit: U7401	4425.32
Lot: 7403 Unit: U7403	4197.34
Lot: 7404 Unit: U7404	4425.32
Lot: 7405 Unit: U7405	4425.32
Lot: 7406 Unit: U7406	4425.32
Lot: 7407 Unit: U7407	4469.13
Lot: 7501 Unit: U7501	5085.81
Lot: 7502 Unit: U7502	4211.94
Lot: 7503 Unit: U7503	4439.92
Lot: 7504 Unit: U7504	4439.92
Lot: 1302 Unit: U1302	5144.22
Lot: 1401 Unit: U1401	5430.63
Lot: 1403 Unit: U1403	4182.73
Lot: 1404 Unit: U1404	4425.32
Lot: 1501 Unit: U1501	5202.64
Lot: 1503 Unit: U1503	4483.73
Lot: 1601 Unit: U1601	4498.34
Lot: 2101 Unit: U2101	4609.51
Lot: 2102 Unit: U2102	4051.29
Lot: 2103 Unit: U2103	4293.88
Lot: 2104 Unit: U2104	4279.27
Lot: 2105 Unit: U2105	4638.72
Lot: 2106 Unit: U2106	4396.11
Lot: 2201 Unit: U2201	4366.90
Lot: 2202 Unit: U2202	4036.69
Lot: 2203 Unit: U2203	4051.29
Lot: 2204 Unit: U2204	4036.69
Lot: 2205 Unit: U2205	4396.11
Lot: 2206 Unit: U2206	4138.92
Lot: 2306 Unit: U2306	4153.52
Lot: 2402 Unit: U2402	4051.29
Lot: 2403 Unit: U2403	4065.90
Lot: 2404 Unit: U2404	4065.90
Lot: 2405 Unit: U2405	4425.32
Lot: 2406 Unit: U2406	4083.30
Lot: 2501 Unit: U2501	4396.11
Lot: 2502 Unit: U2502	4065.90
Lot: 2503 Unit: U2503	4080.50
Lot: 2505 Unit: U2505	4454.52
Lot: 2506 Unit: U2506	4989.23
Lot: 2601 Unit: U2601	4930.81
Lot: 2602 Unit: U2602	5246.45
Lot: 5503 Unit: 5503	4983.58

Notes To Financial Statements

Body Corporate for ALLISEE CTS 36881

323 Bayview Street Hollywell Queensland 4216

ABN/ACN 34628764875

Detail	Amount
Lot: 3101 Unit: U3101	4022.08
Lot: 3102 Unit: U3102	3750.27
Lot: 3103 Unit: U3103	4022.08
Lot: 3104 Unit: U3104	4022.08
Lot: 3105 Unit: U3105	3750.27
Lot: 3106 Unit: U3106	4022.08
Lot: 3201 Unit: U3201	4022.08
Lot: 3202 Unit: U3202	3779.48
Lot: 3206 Unit: U3206	4022.08
Lot: 3301 Unit: U3301*	3794.08
Lot: 3302 Unit: U3302	3779.48
Lot: 3303 Unit: U3303	3794.08
Lot: 3305 Unit: U3305	3779.48
Lot: 3306 Unit: U3306	3794.08
Lot: 3402 Unit: U3402	3727.99
Lot: 3403 Unit: U3403	3808.69
Lot: 3404 Unit: U3404	1500.00
Lot: 3405 Unit: U3405	3779.48
Lot: 3406 Unit: U3406	3808.69
Lot: 3501 Unit: U3501	3808.69
Lot: 3502 Unit: U3502	3808.69
Lot: 3503 Unit: U3503	3808.69
Lot: 3601 Unit: U3601	5085.81
Lot: 4101 Unit: U4101	4624.12
Lot: 4102 Unit: U4102	4051.29
Lot: 4104 Unit: U4104	4308.48
Lot: 4105 Unit: U4105	4051.29
Lot: 4106 Unit: U4106	4624.12
Lot: 4201 Unit: U4201	4381.50
Lot: 4505 Unit: U4505	5217.25
Lot: 4601 Unit: U4601	5202.64
Lot: 4602 Unit: U4602	5188.04
Lot: 5101 Unit: U5101	4337.69
Lot: 5102 Unit: U5102	4352.29
Lot: 5103 Unit: U5103	4352.29
Lot: 5104 Unit: U5104	4580.30
Lot: 5201 Unit: U5201	4323.09
Lot: 5202 Unit: U5202	4095.11
Lot: 5203 Unit: U5203	4095.11
Lot: 5204 Unit: U5204	4323.09
Lot: 5302 Unit: U5302	4109.71
Lot: 5304 Unit: U5304	4337.69
Lot: 5401 Unit: U5401*	4352.29
Lot: 5402 Unit: U5402	4109.71
Lot: 5403 Unit: U5403	4109.71
Lot: 5404 Unit: U5404	4366.90
Lot: 5501 Unit: U5501	4366.90
Lot: 5601 Unit: U5601	4366.90
Lot: 5602 Unit: U5602	4138.92
Lot: 5603 Unit: U5603	4755.56
Lot: 6 Unit: U6	35660.78
Lot: 6101 Unit: U6101	4366.90
Lot: 6102 Unit: U6102	4822.93
Lot: 6104 Unit: U6104	4337.69
Lot: 6201 Unit: U6201	4352.29
Lot: 6202 Unit: U6202	4352.29
Lot: 6203 Unit: U6203	4036.69
Lot: 6204 Unit: U6204	4095.11
Lot: 6301 Unit: U6301	4366.90
Lot: 6302 Unit: U6302	4366.90
Lot: 6303 Unit: U6303	4036.69
Lot: 6304 Unit: U6304	4109.71

Notes To Financial Statements

Body Corporate for ALLISEE CTS 36881

323 Bayview Street Hollywell Queensland 4216

ABN/ACN 34628764875

Detail	Amount
Lot: 6403 Unit: U6403	4051.29
Lot: 6404 Unit: U6404	4109.71
Lot: 6501 Unit: U6501	5056.60
Lot: 6502 Unit: U6502	4051.29
Lot: 6503 Unit: *U6503	4124.31
Lot: 7506 Unit: U7506	4469.13
Lot: 7601 Unit: U7601	5576.68
Lot: 7602 Unit: U7602	5576.68
	\$ 702,384.54

Note 15 Holding Account

Detail	Amount
Provision Employee Leave - Jason Bovill (TASK ID 7790998)	18036.00
	\$ 18,036.00

Note 16 Accounts Payable Liability

Detail	Amount
ATO (QLD, NSW & NT) ATO Transaction	19281.00
Australian Taxation Office - TAX ATO Payment Tax Return 2025	22436.70
J J Richards & Sons Pty Ltd CN 01013417 April 26	1307.20
Southern Cross Protection Pty Ltd Permanent Patrols 30/04/2026	1109.08
Stratify Legal Pty Ltd ACC 10547491 Professional Fees Attending 29/04/2026	2475.00
THE SPRING WATERMAN PTY LTD 15L SPRINGWATER (GSTFREE) 29/04/2026	24.00
The Trustee for James Family Trust T/A Rocksolid Render Systems Sundry Expenditure 30/01/2026	4669.50
TTF Gower Family Trust (JG Plastering Pty Ltd) replaced damaged ceiling 29/04/26	1474.00
TTF THE JANDY TRUST 24/2-3/3 5 days 09/03/2026	1413.50
Wild Cheetah Pty Ltd Technician visit to 29/04/2026	334.91
	\$ 54,524.89

Note 17 Accrued Expenses

Detail	Amount
Accrue Locality Elec to 30/4/2026	12259.00
Accrue BCS/Guardian Audit Fees 30/04/2026	6808.00
	\$ 19,067.00

Body Corporate for ALLISEE (CTS 36881)

323 Bayview Street Hollywell Queensland 4216
ABN/ACN 34628764875

LOT IMPROVEMENTS

Date	Unit	Type of Resolution	Description
16/06/2021	3502	Special Resolution	Pet approval

Body Corporate for ALLISEE CTS 36881

323 Bayview Street Hollywell Queensland 4216
ABN/ACN 34628764875

REGISTER OF ASSETS

Date of Acquisition	Cost of Asset	Brief Description of Asset	Received From	Address	Disposal Date	Disposed To
	\$40.00	life fitness fit ball	CREDITOR UNKNOWN	. ☐ . ☐ No Post Co		
	\$90.00	life fitness stretching matsx2	CREDITOR UNKNOWN	. ☐ . ☐ No Post Co		
	\$700.00	long day bed	CREDITOR UNKNOWN	. ☐ . ☐ No Post Co		
	\$20.00	salad bowl	CREDITOR UNKNOWN	. ☐ . ☐ No Post Co		
	\$20.00	platters X 2	CREDITOR UNKNOWN	. ☐ . ☐ No Post Co		
	\$160.00	table cloths X 8	CREDITOR UNKNOWN	. ☐ . ☐ No Post Co		
	\$20.00	sugar bowls X 2	CREDITOR UNKNOWN	. ☐ . ☐ No Post Co		
	\$20.00	milk jugs X 2	CREDITOR UNKNOWN	. ☐ . ☐ No Post Co		
	\$10.00	tea pot	CREDITOR UNKNOWN	. ☐ . ☐ No Post Co		
	\$200.00	kambrook urn	CREDITOR UNKNOWN	. ☐ . ☐ No Post Co		
	\$300.00	sharo microwave	CREDITOR UNKNOWN	. ☐ . ☐ No Post Co		
	\$2,400.00	lg double door fridge	CREDITOR UNKNOWN	. ☐ . ☐ No Post Co		
	\$320.00	lg fridge Gr-o51ss	CREDITOR UNKNOWN	. ☐ . ☐ No Post Co		

Body Corporate for ALLISEE CTS 36881

323 Bayview Street Hollywell Queensland 4216

ABN/ACN 34628764875

REGISTER OF ASSETS

\$800.00	pool equip	CREDITOR UNKNOWN	.
			☐ .
			☐ No Post Co
\$270.00	vac cleaner Hako	CREDITOR UNKNOWN	.
			☐ .
			☐ No Post Co
\$20.00	hose	CREDITOR UNKNOWN	.
			☐ .
			☐ No Post Co
\$20.00	broom	CREDITOR UNKNOWN	.
			☐ .
			☐ No Post Co
\$200.00	vaccum cleaner	CREDITOR UNKNOWN	.
			☐ .
			☐ No Post Co
\$800.00	sun umbrellas w/ base X 2	CREDITOR UNKNOWN	.
			☐ .
			☐ No Post Co
\$2,000.00	glass cabinet library X 3	CREDITOR UNKNOWN	.
			☐ .
			☐ No Post Co
\$400.00	microwave	CREDITOR UNKNOWN	.
			☐ .
			☐ No Post Co
\$900.00	fisher & p fridge	CREDITOR UNKNOWN	.
			☐ .
			☐ No Post Co
\$1,000.00	side tables X 4	CREDITOR UNKNOWN	.
			☐ .
			☐ No Post Co
\$400.00	lockable cupboard	CREDITOR UNKNOWN	.
			☐ .
			☐ No Post Co
\$480.00	dinner & cutlery 24 setting	CREDITOR UNKNOWN	.
			☐ .
			☐ No Post Co
\$3,200.00	carpet mats X 8	CREDITOR UNKNOWN	.
			☐ .
			☐ No Post Co
\$12,206.00	sofa & 2 chair cushions X 2	CREDITOR UNKNOWN	.
			☐ .
			☐ No Post Co

Body Corporate for ALLISEE CTS 36881

323 Bayview Street Hollywell Queensland 4216

ABN/ACN 34628764875

REGISTER OF ASSETS

	\$2,000.00	mirror X 2	CREDITOR UNKNOWN	.	☐ .	No Post Co
	\$12,370.00	sofa & 2 chair cushions X 2	CREDITOR UNKNOWN	.	☐ .	No Post Co
	\$8,908.00	day lounge & 4 cushions X 2	CREDITOR UNKNOWN	.	☐ .	No Post Co
	\$17,816.00	day bed & 4 cushions X 4	CREDITOR UNKNOWN	.	☐ .	No Post Co
	\$1,000.00	side tables X 2	CREDITOR UNKNOWN	.	☐ .	No Post Co
	\$22,040.00	sofa & 2 chair cushions X 4	CREDITOR UNKNOWN	.	☐ .	No Post Co
	\$2,480.00	side tables X 4	CREDITOR UNKNOWN	.	☐ .	No Post Co
	\$2,000.00	mirror X 4	CREDITOR UNKNOWN	.	☐ .	No Post Co
	\$4,300.00	daybed & 2 cushions	CREDITOR UNKNOWN	.	☐ .	No Post Co
	\$1,620.00	side table	CREDITOR UNKNOWN	.	☐ .	No Post Co
	\$8,600.00	daybed & 2 cushions X 2	CREDITOR UNKNOWN	.	☐ .	No Post Co
	\$1,240.00	side table X 2	CREDITOR UNKNOWN	.	☐ .	No Post Co
	\$1,000.00	mirror X 2	CREDITOR UNKNOWN	.	☐ .	No Post Co
15/01/23	\$1,950.00	Ffittech Protech-R Recumbent (for the gym)	SOUTHSIDE FITNESS			
01/10/20	\$2,199.00	Exercise Bike	1. PICA Australia			

Body Corporate for ALLISEE CTS 36881

323 Bayview Street Hollywell Queensland 4216

ABN/ACN 34628764875

REGISTER OF ASSETS

01/01/20	\$3,495.00	Gym - Life Fitness 95ci classic upright cycle	Unknown Creditor
01/01/20	\$9,995.00	Gym - Life Fitness Club Series Treadmill	Unknown Creditor
01/01/20	\$6,995.00	Gym - Life Fitness Cross Trainer	Unknown Creditor
01/01/20	\$2,450.00	Concept 2 model E rower	Unknown Creditor
01/01/20	\$7,995.00	Life Fitness fit 3 multi station	Unknown Creditor
01/01/20	\$500.00	Wooden Cabinet	Unknown Creditor
01/01/20	\$660.00	48 piece dining set and 48 piece cutlery set	Unknown Creditor
01/01/20	\$500.00	Kambrook urn and Sharp microwave	Unknown Creditor
01/01/20	\$2,720.00	LG double door fridge and LG fridge (GR-O51SS)	Unknown Creditor
01/01/20	\$9,800.00	Fixed umbrellas x 2 and sun umbrellas with base x 2	Unknown Creditor
01/01/20	\$9,908.00	Mondo - day lounge with 4 cushions x 2 and side table x 2	Unknown Creditor
01/01/20	\$7,980.00	Stackable chairs x 48	Unknown Creditor
01/01/20	\$2,000.00	Wall mounted TV	Unknown Creditor
01/01/20	\$260.00	Filing cabinet	Unknown Creditor
01/01/20	\$495.00	Life Fitness 1-5 medicine ball set with rack	Unknown Creditor
01/01/20	\$200.00	Lifeguard check	Unknown Creditor
01/01/20	\$1,600.00	Air cons and controllers	Unknown Creditor
01/01/20	\$2,000.00	Panasonic wall TV	Unknown Creditor
01/01/20	\$2,000.00	Yamaha woofer	Unknown Creditor
01/01/20	\$300.00	Philips DVD player	Unknown Creditor
01/01/20	\$200.00	Hand weights set	Unknown Creditor
01/01/20	\$8,420.00	Sun lounges x 4	Unknown Creditor
01/01/20	\$916.00	Miha side tables x 2	Unknown Creditor
01/01/20	\$9,000.00	Fixed umbrellas x 2	Unknown Creditor
01/01/20	\$4,490.00	Four seater square dinining table x 2	Unknown Creditor
01/01/20	\$6,200.00	Sheraton dining chairs x 8	Unknown Creditor
01/01/20	\$1,160.00	Chair cushions x 8	Unknown Creditor
01/01/20	\$8,360.00	Folding tables x 8	Unknown Creditor
01/01/20	\$700.00	Sofa and three cushions	Unknown Creditor
01/01/20	\$250.00	Salad bowl, platters, table cloths, sugar bowls, milk jugs, tea pot	Unknown Creditor
01/01/20	\$1,310.00	Pool equipment, vac cleaner Hako and hose, broom and vacuum cleaner	Unknown Creditor
01/01/20	\$2,000.00	Glass cabinets library	Unknown Creditor
01/01/20	\$1,300.00	Microwave and Fisher & Paykel fridge	Unknown Creditor
01/01/20	\$1,635.00	Dining table and glass tops x 3	Unknown Creditor

Body Corporate for ALLISEE CTS 36881

323 Bayview Street Hollywell Queensland 4216

ABN/ACN 34628764875

REGISTER OF ASSETS

01/01/20	\$8,420.00	Chairs and cushions x 18	Unknown Creditor	
01/01/20	\$3,500.00	Sun lounges	Unknown Creditor	
01/01/20	\$1,400.00	Side tables x 4 and lockable cupboard	Unknown Creditor	
01/01/20	\$540.00	BBQ cleaning set x 2, dinner and cutlery 24 setting	Unknown Creditor	
01/01/20	\$18,406.00	Sonvea - carpet mats x 8, sofa and chair plus 2 cushions x 2, mirror x 2, side table x 2	Unknown Creditor	
01/01/20	\$13,370.00	Amari - sofa and chair set with 2 cushions x 2 and side table x 2	Unknown Creditor	
01/01/20	\$18,816.00	Pelirocco - day beds with 4 cushions x 4 and side tables x 2	Unknown Creditor	
01/01/20	\$26,520.00	Sahana - sofa with 2 cushions x 2, side table x 4 and mirror x 4	Unknown Creditor	
01/01/20	\$5,920.00	Bijou - day bed with 2 cushions and side table	Unknown Creditor	
01/01/20	\$10,840.00	Maricel - day bed with 2 cushions x 2, side table x 2 and mirror x 2	Unknown Creditor	
11/08/09	\$1,000.00	Karcher high pressure cleaner & accessories	Unknown Creditor	
25/06/07	\$4,299.00	Ride on mower	Unknown Creditor	
28/06/19	\$14,385.00	2014 Foton Tunland maintenance vehicle	Unknown Creditor	
19/07/19	\$18,370.00	Toro Workman GTX electric buggy	Unknown Creditor	
19/07/19	\$6,000.00	33" Bill Goat leaf vacuum	Unknown Creditor	
25/01/23	\$1,599.00	Carpet Cleaner	Bunnings Group Limited (Ac...	
08/04/24	\$6,205.00	Briggs & Stratton 4500 Watt Inverter Generator	Unknown Creditor	Generator Store ☐ 2/51 Sunline Drive, VIC 1300 558 706 / sales@generatorstore.com.au Truganina 3029
19/06/25	\$1.00	3x new LifePak CR2 Essential Defibrillator - Serial Numbers 51613225 / 51614662 / 51614719	Unknown Creditor	
09/08/24	\$462.00	Shure Wireless Handheld Microphone	Unknown Creditor	PO BOX 5022/3 Ashmore Road Ashmore 4214
06/05/25	\$20,000.00	Toyota Hi Lux - 2016 / White / Registration - 271WTL	GORDON WALLACE, NIC...	
10/09/25	\$9,396.00	GENERATOR PETROL INV 4.5KVA \$9,396.00	Unknown Creditor	Total Tools Coomera
17/10/25	\$4,743.00	SPIRIT - LEG PRESS/CALF EXTENSION	Strong Finance Pty Ltd t/a Fi...	

Insurance Report

Body Corporate for ALLISEE CTS 36881

Policy number : 02GS031621 Building

323 Bayview Street Hollywell Queensland 4216

Insurance Policy Details

Policy Number:	02GS031621 Building
Period of Insurance:	18 May 2026 to 18 May 2027
Insurance Company:	Chubb Insurance Australia Pty Ltd
Broker (if any):	AVISO TAS INSURANCE BROKERS
Amount of Premium:	\$ 305,796.91
Paid Date:	1 May 2026

Policy Type	Amount of cover	Excess
Damage (i.e. Building) Policy	\$260,755,226	0.00
Common Area Contents	\$2,607,552	0.00
Loss of Rent	\$39,113,284	0.00
Property, Death and Injury (Public Liability)	\$50,000,000	0.00
Office Bearers Liability Insurance	\$5,000,000	0.00
Legal Defense Expenses	\$150,000	0.00
Voluntary Workers Insurance	\$200,000/\$2,000	0.00

CTS 36881

ABN: 34628764875
323 Bayview Street
Hollywell Queensland 4216

Accounts: 1300889227
Body Corporate Services (QLD) Pty Ltd

STATEMENT OF CONTRIBUTIONS
For the period 6 Oct 2025 to 6 Oct 2026

Geoffery Thomas Everett, Maureen Patricia Everett
5201/323 Bayview Street
Hollywell Queensland 4216

Issue Date: 06/10/26

Statement Activity for Body Corporate for ALLISEE CTS 36881 - ABN/ACN: 34628764875

Lot: 3502 Unit: U3502 Address: 323 Bayview Street, Hollywell, Queensland 4216					
Date	Description	Period (if applicable)	Admin	Sink	Balance
13/10/25	Payment 2531.29		(1,910.64)	(620.65)	(2,531.29)
01/11/25	Levies - normal	01-11-25 to 31-01-26	0.00	620.65	(1,910.64)
01/11/25	Levies - normal	01-11-25 to 31-01-26	1,758.54	0.00	(152.10)
01/11/25	Levies - normal	01-11-25 to 31-01-26	152.10	0.00	0.00
20/01/26	Payment 3694.00		(2,154.14)	(1,539.86)	(3,694.00)
01/02/26	Special Levy - Pool rectification		0.00	253.24	(3,440.76)
01/02/26	Special Levy - Improvements to access & security systems		0.00	237.41	(3,203.35)
01/02/26	Special Levy - Foyer entrance rectification		0.00	73.05	(3,130.30)
01/02/26	Levies - normal	01-02-26 to 30-04-26	152.10	0.00	(2,978.20)
01/02/26	Levies - normal	01-02-26 to 30-04-26	1,758.54	0.00	(1,219.66)
01/02/26	Levies - normal	01-02-26 to 30-04-26	0.00	620.65	(599.01)
01/02/26	Special Levy - Legal costs		243.50	0.00	(355.51)
01/02/26	Special Levy - Fascia rectification		0.00	355.51	0.00
14/04/26	Payment 3808.69		(2,232.04)	(1,576.65)	(3,808.69)
01/05/26	-- START OF LEVY YEAR 2026 --		0.00	0.00	(3,808.69)
01/05/26	Special 01 May 2026 to 31 July 2026 - Pool Rectification		0.00	253.24	(3,555.45)
01/05/26	Levies - normal (interim)	01-05-26 to 31-07-26	1,827.89	0.00	(1,727.56)
01/05/26	Levies - normal (interim)	01-05-26 to 31-07-26	160.65	0.00	(1,566.91)
01/05/26	Levies - normal (interim)	01-05-26 to 31-07-26	0.00	657.44	(909.47)
01/05/26	Special 01 May 2026 to 31 July 2026 - Legal Costs		243.50	0.00	(665.97)
01/05/26	Special 01 May 2026 to 31 July 2026 - Access & Security Systems		0.00	237.41	(428.56)
01/05/26	Special 01 May 2026 to 31 July 2026 - Fascia Rectification		0.00	355.51	(73.05)
01/05/26	Special 01 May 2026 to 31 July 2026 - Foyer Entrance Rectification		0.00	73.05	0.00
09/07/26	Payment 3808.69		(2,232.04)	(1,576.65)	(3,808.69)
01/08/26	Levies - normal (interim)	01-08-26 to 31-10-26	1,827.89	0.00	(1,980.80)
01/08/26	Levies - normal (interim)	01-08-26 to 31-10-26	160.65	0.00	(1,820.15)
01/08/26	Levies - normal (interim)	01-08-26 to 31-10-26	0.00	657.44	(1,162.71)
01/08/26	Special 01 August 2026 to 31 October 2026 - Legal Costs		243.50	0.00	(919.21)
01/08/26	Special 01 August 2026 to 31 October 2026 - Access & Security Systems		0.00	237.41	(681.80)
01/08/26	Special 01 August 2026 to 31 October 2026 -		0.00	355.51	(326.29)

CTS 36881

ABN: 34628764875
323 Bayview Street
Hollywell Queensland 4216

Accounts: 1300889227
Body Corporate Services (QLD) Pty Ltd

STATEMENT OF CONTRIBUTIONS
For the period 6 Oct 2025 to 6 Oct 2026

Geoffery Thomas Everett, Maureen Patricia Everett
5201/323 Bayview Street
Hollywell Queensland 4216

Issue Date: 06/10/26

Statement Activity for Body Corporate for ALLISEE CTS 36881 - ABN/ACN: 34628764875

Lot: 3502 Unit: U3502 Address: 323 Bayview Street, Hollywell, Queensland 4216					
Date	Description	Period (if applicable)	Admin	Sink	Balance
01/08/26	Fascia Rectification Special 01 August 2026 to 31 October 2026 - Foyer Entrance Rectification		0.00	73.05	(253.24)
01/08/26	Special 01 August 2026 to 31 October 2026 - Pool Rectification		0.00	253.24	0.00

Continued on next page.

Total Amount as at 6th October 2026	\$ 0.00DR
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Total Amount: as at 6th October 2026	\$ 0.00DR
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DIRECT DEBIT
DEFT Reference Number:
2179 9511 7349 5120 1366
Visit deft.com.au to pay by direct debit.

BPAY
Billers Code: 96503
Reference: 2179 9511 7349 5120 1366
Mobile & Internet Banking - BPAY*
Make this payment from your preferred bank account.

Important Note:
As of 1 October 2026, DEFT is not accepting card payments.



*496 217995117 34951201366



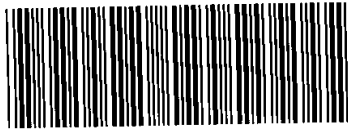
Pay in-store at Australia Post by eftpos or cheque.

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

**720348012****\$95.00****\$95.00**

23/10/2020 13:20

BE 470

1. Nature of request REQUEST TO RECORD NEW COMMUNITY MANAGEMENT STATEMENT FOR ALLISEE COMMUNITY TITLES SCHEME 36881	Lodger (Name, address, E-mail & phone number) GRACE LAWYERS PO BOX 12962 GEORGE STREET QLD 4003 (07) 3102 4120 brogan.elliott@gracelawyers.com.au	Lodger Code 2437
2. Lot on Plan Description COMMON PROPERTY OF ALLISEE COMMUNITY TITLES SCHEME 36881	Title Reference 50664570	
3. Registered Proprietor/State Lessee BODY CORPORATE FOR ALLISEE COMMUNITY TITLES SCHEME 36881		
4. Interest FEE SIMPLE		
5. Applicant BODY CORPORATE FOR ALLISEE COMMUNITY TITLES SCHEME 36881		
6. Request I hereby request that the new community management statement deposited herewith which amends Schedule E, Item 2 regulation module and Item 54 Scheme Land of the existing community management statement be recorded as the community management statement for Allisee Community Titles Scheme 36881.		
7. Execution by applicant		

14/10/2020
Execution Date


Brogan Elliot
Applicant's or Solicitor's Signature

36881

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

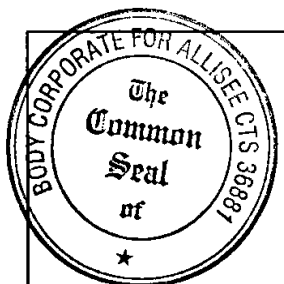
- | | |
|--|--|
| <p>1. Name of community titles scheme
ALLISEE COMMUNITY TITLES SCHEME 36881</p> | <p>2. Regulation module
ACCOMMODATION</p> |
|--|--|
-
- 3. Name of body corporate**
BODY CORPORATE FOR ALLISEE COMMUNITY TITLES SCHEME 36881
-
- | | |
|---|-------------------------------|
| <p>4. Scheme land
Lot on Plan Description
SEE ENLARGED PANEL</p> | <p>Title Reference</p> |
|---|-------------------------------|
-
- | | |
|---|--|
| <p>5. *Name and address of original owner
NOT APPLICABLE</p> | <p>6. Reference to plan lodged with this statement
NOT APPLICABLE</p> |
|---|--|
-
- 7. Local Government community management statement notation**
Not Applicable pursuant to section 60(6) of the Body Corporate and Community Management Act 1997

..... signed

name and designation

name of Local Government

8. Consent of body corporate



Affix seal here

12/10/2020
Execution Date **Chair or Secretary**
LISA SAUER
Print Name

12/10/2020
Execution Date **Chair/Secretary/Committee Member**
Stephen Rocks
Print Name

Privacy Statement

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ENLARGED PANEL

Title Reference 50664570

4. Scheme Land

Lot on Plan Description	Title Reference
Common Property of Allisee CTS 36881 on SP 174598	50664570
Lot 1101 on SP 174599	50667881
Lot 1102 on SP 174599	50667882
Lot 1103 on SP 174599	50667883
Lot 1104 on SP 174599	50667884
Lot 1201 on SP 174599	50667885
Lot 1202 on SP 174599	50667886
Lot 1203 on SP 174599	50667887
Lot 1204 on SP 174599	50667888
Lot 1301 on SP 174599	50667889
Lot 1302 on SP 174599	50667890
Lot 1304 on SP 174599	50667891
Lot 1401 on SP 174599	50667892
Lot 1403 on SP 174599	50667893
Lot 1404 on SP 174599	50667894
Lot 1501 on SP 174599	50667895
Lot 1502 on SP 174599	50667896
Lot 1503 on SP 174599	50667897
Lot 1601 on SP 174599	50667898
Lot 2101 on SP 174600	50667915
Lot 2102 on SP 174600	50667916
Lot 2103 on SP 174600	50667917
Lot 2104 on SP 174600	50667918
Lot 2105 on SP 174600	50667919
Lot 2106 on SP 174600	50667920
Lot 2201 on SP 174600	50667921
Lot 2202 on SP 174600	50667922
Lot 2203 on SP 174600	50667923
Lot 2204 on SP 174600	50667924
Lot 2205 on SP 174600	50667925
Lot 2206 on SP 174600	50667926
Lot 2301 on SP 174600	50667927
Lot 2302 on SP 174600	50667928
Lot 2303 on SP 174600	50667929

Lot 2304 on SP 174600	50667930
Lot 2305 on SP 174600	50667931
Lot 2306 on SP 174600	50667932
Lot 2401 on SP 174600	50667933
Lot 2402 on SP 174600	50667934
Lot 2403 on SP 174600	50667935
Lot 2404 on SP 174600	50667936
Lot 2405 on SP 174600	50667937
Lot 2406 on SP 174600	50667938
Lot 2501 on SP 174600	50667939
Lot 2502 on SP 174600	50667940
Lot 2503 on SP 174600	50667941
Lot 2504 on SP 174600	50667942
Lot 2505 on SP 174600	50667943
Lot 2506 on SP 174600	50667944
Lot 2601 on SP 174600	50667945
Lot 2602 on SP 174600	50667946
Lot 3101 on SP 174601	50687338
Lot 3102 on SP 174601	50687339
Lot 3103 on SP 174601	50687340
Lot 3104 on SP 174601	50687341
Lot 3105 on SP 174601	50687342
Lot 3106 on SP 174601	50687343
Lot 3201 on SP 174601	50687344
Lot 3202 on SP 174601	50687345
Lot 3203 on SP 174601	50687346
Lot 3204 on SP 174601	50687347
Lot 3205 on SP 174601	50687348
Lot 3206 on SP 174601	50687349
Lot 3301 on SP 174601	50687350
Lot 3302 on SP 174601	50687351
Lot 3303 on SP 174601	50687352
Lot 3304 on SP 174601	50687353
Lot 3305 on SP 174601	50687354
Lot 3306 on SP 174601	50687355
Lot 3401 on SP 174601	50687356
Lot 3402 on SP 174601	50687357
Lot 3403 on SP 174601	50687358
Lot 3404 on SP 174601	50687359
Lot 3405 on SP 174601	50687360

Lot 3406 on SP 174601	50687361
Lot 3501 on SP 174601	50687362
Lot 3502 on SP 174601	50687363
Lot 3503 on SP 174601	50687364
Lot 3504 on SP 174601	50687365
Lot 3505 on SP 174601	50687366
Lot 3601 on SP 174601	50687367
Lot 4101 on SP 174602	50668057
Lot 4102 on SP 174602	50668058
Lot 4103 on SP 174602	50668059
Lot 4104 on SP 174602	50668060
Lot 4105 on SP 174602	50668061
Lot 4106 on SP 174602	50668062
Lot 4201 on SP 174602	50668063
Lot 4202 on SP 174602	50668064
Lot 4203 on SP 174602	50668065
Lot 4204 on SP 174602	50668066
Lot 4205 on SP 174602	50668067
Lot 4206 on SP 174602	50668068
Lot 4301 on SP 174602	50668069
Lot 4302 on SP 174602	50668070
Lot 4303 on SP 174602	50668071
Lot 4304 on SP 174602	50668072
Lot 4305 on SP 174602	50668073
Lot 4306 on SP 174602	50668074
Lot 4401 on SP 174602	50668075
Lot 4402 on SP 174602	50668076
Lot 4403 on SP 174602	50668077
Lot 4404 on SP 174602	50668078
Lot 4405 on SP 174602	50668079
Lot 4406 on SP 174602	50668080
Lot 4501 on SP 174602	50668081
Lot 4502 on SP 174602	50668082
Lot 4503 on SP 174602	50668083
Lot 4504 on SP 174602	50668084
Lot 4505 on SP 174602	50668085
Lot 4601 on SP 174602	50668086
Lot 4602 on SP 174602	50668087
Lot 7101 on SP 198829	50753763
Lot 7102 on SP 198829	50753764

Title Reference 50664570

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Lot 7103 on SP 198829	50753765
Lot 7104 on SP 198829	50753766
Lot 7105 on SP 198829	50753767
Lot 7106 on SP 198829	50753768
Lot 7107 on SP 198829	50753769
Lot 7108 on SP 198829	50753770
Lot 7201 on SP 198829	50753771
Lot 7202 on SP 198829	50753772
Lot 7203 on SP 198829	50753773
Lot 7204 on SP 198829	50753774
Lot 7205 on SP 198829	50753775
Lot 7206 on SP 198829	50753776
Lot 7207 on SP 198829	50753777
Lot 7208 on SP 198829	50753778
Lot 7301 on SP 198829	50753779
Lot 7302 on SP 198829	50753780
Lot 7303 on SP 198829	50753781
Lot 7304 on SP 198829	50753782
Lot 7305 on SP 198829	50753783
Lot 7306 on SP 198829	50753784
Lot 7307 on SP 198829	50753785
Lot 7308 on SP 198829	50753786
Lot 7401 on SP 198829	50753787
Lot 7402 on SP 198829	50753788
Lot 7403 on SP 198829	50753789
Lot 7404 on SP 198829	50753790
Lot 7405 on SP 198829	50753791
Lot 7406 on SP 198829	50753792
Lot 7407 on SP 198829	50753793
Lot 7408 on SP 198829	50753794
Lot 7501 on SP 198829	50753795
Lot 7502 on SP 198829	50753796
Lot 7503 on SP 198829	50753797
Lot 7504 on SP 198829	50753798
Lot 7505 on SP 198829	50753799
Lot 7506 on SP 198829	50753800
Lot 7507 on SP 198829	50753801
Lot 7601 on SP 198829	50753802
Lot 7602 on SP 198829	50753803
Lot 7603 on SP 198829	50753804

Lot 5101 on SP 198830	50761671
Lot 5102 on SP 198830	50761672
Lot 5103 on SP 198830	50761673
Lot 5104 on SP 198830	50761674
Lot 5201 on SP 198830	50761675
Lot 5202 on SP 198830	50761676
Lot 5203 on SP 198830	50761677
Lot 5204 on SP 198830	50761678
Lot 5301 on SP 198830	50761679
Lot 5302 on SP 198830	50761680
Lot 5303 on SP 198830	50761681
Lot 5304 on SP 198830	50761682
Lot 5401 on SP 198830	50761683
Lot 5402 on SP 198830	50761684
Lot 5403 on SP 198830	50761685
Lot 5404 on SP 198830	50761686
Lot 5501 on SP 198830	50761687
Lot 5502 on SP 198830	50761688
Lot 5503 on SP 198830	50761689
Lot 5601 on SP 198830	50761690
Lot 5602 on SP 198830	50761691
Lot 5603 on SP 198830	50761692
Lot 6101 on SP 198830	50761693
Lot 6102 on SP 198830	50761694
Lot 6103 on SP 198830	50761695
Lot 6104 on SP 198830	50761696
Lot 6201 on SP 198830	50761697
Lot 6202 on SP 198830	50761698
Lot 6203 on SP 198830	50761699
Lot 6204 on SP 198830	50761700
Lot 6301 on SP 198830	50761701
Lot 6302 on SP 198830	50761702
Lot 6303 on SP 198830	50761703
Lot 6304 on SP 198830	50761704
Lot 6401 on SP 198830	50761705
Lot 6402 on SP 198830	50761706
Lot 6403 on SP 198830	50761707
Lot 6404 on SP 198830	50761708
Lot 6501 on SP 198830	50761709
Lot 6502 on SP 198830	50761710

Lot 6503 on SP 198830	50761711
Lot 6601 on SP 198830	50761712
Lot 6602 on SP 198830	50761713
Common Property of Allisee Villas CTS on SP 255734	50939738
Lot 1 on SP 255734	50939739
Lot 2 on SP 255734	50939740
Lot 3 on SP 255734	50939741
Lot 4 on SP 255734	50939742
Lot 5 on SP 255734	50939743
Lot 6 on SP 255734	50939744
Lot 7 on SP 255734	50939745
Lot 8 on SP 255734	50939746
Lot 9 on SP 255734	50939747
Lot 10 on SP 255735	50972015
Lot 11 on SP 255735	50972016
Lot 12 on SP 255735	50972017
Lot 13 on SP 255735	50972018
Lot 14 on SP 255735	50972019
Lot 15 on SP 255736	50974910
Lot 16 on SP 255736	50974911
Lot 17 on SP 255736	50974912
Lot 18 on SP 255736	50974913
Lot 19 on SP 255736	50974914
Lot 20 on SP 255736	50974915
Lot 21 on SP 255736	50974916
Lot 22 on SP 255736	50974917
Lot 23 on SP 255736	50974918
Lot 24 on SP 255736	50974919
Lot 25 on SP 255736	50974920
Lot 26 on SP 255736	50974921

SCHEDULE A	SCHEDULE OF LOT ENTITLEMENTS
-------------------	-------------------------------------

Lot on Plan	Contribution	Interest
Lot 1101 on SP 174599	18	21
Lot 1102 on SP 174599	18	20
Lot 1103 on SP 174599	18	20
Lot 1104 on SP 174599	19	21
Lot 1201 on SP 174599	18	20
Lot 1202 on SP 174599	18	19
Lot 1203 on SP 174599	18	19
Lot 1204 on SP 174599	18	20
Lot 1301 on SP 174599	18	21
Lot 1302 on SP 174599	20	40
Lot 1304 on SP 174599	18	21
Lot 1401 on SP 174599	21	44
Lot 1403 on SP 174599	17	21
Lot 1404 on SP 174599	18	22
Lot 1501 on SP 174599	20	44
Lot 1502 on SP 174599	18	23
Lot 1503 on SP 174599	18	26
Lot 1601 on SP 174599	18	27
Lot 2101 on SP 174600	19	19
Lot 2102 on SP 174600	17	12
Lot 2103 on SP 174600	18	13
Lot 2104 on SP 174600	18	12
Lot 2105 on SP 174600	19	21
Lot 2106 on SP 174600	18	20
Lot 2201 on SP 174600	18	18
Lot 2202 on SP 174600	17	11
Lot 2203 on SP 174600	17	12
Lot 2204 on SP 174600	17	11
Lot 2205 on SP 174600	18	20
Lot 2206 on SP 174600	17	18
Lot 2301 on SP 174600	18	18
Lot 2302 on SP 174600	17	12
Lot 2303 on SP 174600	17	13
Lot 2304 on SP 174600	17	12
Lot 2305 on SP 174600	18	21
Lot 2306 on SP 174600	17	19
Lot 2401 on SP 174600	18	19
Lot 2402 on SP 174600	17	12
Lot 2403 on SP 174600	17	13
Lot 2404 on SP 174600	17	13
Lot 2405 on SP 174600	18	22
Lot 2406 on SP 174600	17	19

Title Reference 50664570

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Lot 2501 on SP 174600	18	20
Lot 2502 on SP 174600	17	13
Lot 2503 on SP 174600	17	14
Lot 2504 on SP 174600	17	13
Lot 2505 on SP 174600	18	24
Lot 2506 on SP 174600	19	45
Lot 2601 on SP 174600	19	41
Lot 2602 on SP 174600	20	47
Lot 3101 on SP 174601	17	10
Lot 3102 on SP 174601	16	7
Lot 3103 on SP 174601	17	10
Lot 3104 on SP 174601	17	10
Lot 3105 on SP 174601	16	7
Lot 3106 on SP 174601	17	10
Lot 3201 on SP 174601	17	10
Lot 3202 on SP 174601	16	9
Lot 3203 on SP 174601	16	9
Lot 3204 on SP 174601	16	9
Lot 3205 on SP 174601	16	8
Lot 3206 on SP 174601	17	10
Lot 3301 on SP 174601	16	10
Lot 3302 on SP 174601	16	9
Lot 3303 on SP 174601	16	10
Lot 3304 on SP 174601	16	10
Lot 3305 on SP 174601	16	9
Lot 3306 on SP 174601	16	10
Lot 3401 on SP 174601	16	11
Lot 3402 on SP 174601	16	10
Lot 3403 on SP 174601	16	11
Lot 3404 on SP 174601	16	11
Lot 3405 on SP 174601	16	9
Lot 3406 on SP 174601	16	11
Lot 3501 on SP 174601	16	11
Lot 3502 on SP 174601	16	11
Lot 3503 on SP 174601	16	11
Lot 3504 on SP 174601	16	11
Lot 3505 on SP 174601	16	11
Lot 3601 on SP 174601	20	36
Lot 4101 on SP 174602	19	20
Lot4102 on SP 174602	17	12
Lot4103 on SP 174602	18	14
Lot 4104 on SP 174602	18	14
Lot 4105 on SP 174602	17	12
Lot4106 on SP 174602	19	20
Lot 4201 on SP 174602	18	19
Lot 4202 on SP 174602	17	11

Title Reference 50664570

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Lot 4203 on SP 174602	17	13
Lot 4204 on SP 174602	17	13
Lot 4205 on SP 174602	17	10
Lot 4206 on SP 174602	18	19
Lot 4301 on SP 174602	18	20
Lot 4302 on SP 174602	17	12
Lot 4303 on SP 174602	17	14
Lot 4304 on SP 174602	17	14
Lot 4305 on SP 174602	17	12
Lot 4306 on SP 174602	18	19
Lot 4401 on SP 174602	18	21
Lot 4402 on SP 174602	17	13
Lot 4403 on SP 174602	17	15
Lot 4404 on SP 174602	17	15
Lot 4405 on SP 174602	17	12
Lot 4406 on SP 174602	18	20
Lot 4501 on SP 174602	17	13
Lot 4502 on SP 174602	17	15
Lot 4503 on SP 174602	17	15
Lot 4504 on SP 174602	17	13
Lot 4505 on SP 174602	20	45
Lot 4601 on SP 174602	20	44
Lot 4602 on SP 174602	20	43
Lot 5101 on SP 198830	18	16
Lot 5102 on SP 198830	18	17
Lot 5103 on SP 198830	18	17
Lot 5104 on SP 198830	19	17
Lot 5201 on SP 198830	18	15
Lot 5202 on SP 198830	17	15
Lot 5203 on SP 198830	17	15
Lot 5204 on SP 198830	18	15
Lot 5301 on SP 198830	18	16
Lot 5302 on SP 198830	17	16
Lot 5303 on SP 198830	17	16
Lot 5304 on SP 198830	18	16
Lot 5401 on SP 198830	18	17
Lot 5402 on SP 198830	17	16
Lot 5403 on SP 198830	17	16
Lot 5404 on SP 198830	18	18
Lot 5501 on SP 198830	18	18
Lot 5502 on SP 198830	17	17
Lot 5503 on SP 198830	20	29
Lot 5601 on SP 198830	18	18
Lot 5602 on SP 198830	17	18
Lot 5603 on SP 198830	19	29
Lot 6101 on SP 198830	18	18

Title Reference 50664570

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Lot6102 on SP 198830	20	18
Lot 6103 on SP 198830	18	12
Lot6104 on SP 198830	18	16
Lot 6201 on SP 198830	18	17
Lot 6202 on SP 198830	18	17
Lot 6203 on SP 198830	17	11
Lot 6204 on SP 198830	17	15
Lot 6301 on SP 198830	18	18
Lot 6302 on SP 198830	18	18
Lot 6303 on SP 198830	17	11
Lot 6304 on SP 198830	17	16
Lot 6401 on SP 198830	18	19
Lot 6402 on SP 198830	18	19
Lot 6403 on SP 198830	17	12
Lot 6404 on SP 198830	17	16
Lot 6501 on SP 198830	20	34
Lot 6502 on SP 198830	17	12
Lot 6503 on SP 198830	17	17
Lot 6601 on SP 198830	18	13
Lot 6602 on SP 198830	17	18
Lot 7101 on SP 198829	18	21
Lot 7102 on SP 198829	19	22
Lot 7103 on SP 198829	19	22
Lot 7104 on SP 198829	19	21
Lot 7105 on SP 198829	19	22
Lot 7106 on SP 198829	19	22
Lot 7107 on SP 198829	19	24
Lot 7108 on SP 198829	17	18
Lot 7201 on SP 198829	18	20
Lot 7202 on SP 198829	18	20
Lot 7203 on SP 198829	18	20
Lot 7204 on SP 198829	18	20
Lot 7205 on SP 198829	18	20
Lot 7206 on SP 198829	18	20
Lot 7207 on SP 198829	18	22
Lot 7208 on SP 198829	17	18
Lot 7301 on SP 198829	18	21
Lot 7302 on SP 198829	18	21
Lot 7303 on SP 198829	17	21
Lot 7304 on SP 198829	18	21
Lot 7305 on SP 198829	18	21
Lot 7306 on SP 198829	18	21
Lot 7307 on SP 198829	18	24
Lot 7308 on SP 198829	17	19
Lot 7401 on SP 198829	18	22
Lot 7402 on SP 198829	18	22

Lot 7403 on SP 198829	17	22
Lot 7404 on SP 198829	18	22
Lot 7405 on SP 198829	18	22
Lot 7406 on SP 198829	18	22
Lot 7407 on SP 198829	18	25
Lot 7408 on SP 198829	17	20
Lot 7501 on SP 198829	20	36
Lot 7502 on SP 198829	17	23
Lot 7503 on SP 198829	18	23
Lot 7504 on SP 198829	18	23
Lot 7505 on SP 198829	18	23
Lot 7506 on SP 198829	18	25
Lot 7507 on SP 198829	17	21
Lot 7601 on SP 198829	21	54
Lot 7602 on SP 198829	21	54
Lot 7603 on SP 198829	20	53
Allisee Villas Community Titles Scheme	150	100
TOTALS	3614	3766

2. DEFINITIONS

- 2.1. Terms that have a defined meaning in Schedule C have the same meaning in this Schedule.

3. EXPLANATION OF DIFFERENTIAL CONTRIBUTION LOT ENTITLEMENTS

- 3.1. On establishment of the Principal Scheme, the Principal Scheme Land consists of Development Lots and Common Property.
- 3.2. The contribution lot entitlements for the Development Lots on establishment are not equal.
- 3.3. The allocation of contribution lot entitlements is reflective of the matters and principles set out in the explanation in this Schedule A The contribution lot entitlements for the Development Lots intended to comprise the Subsidiary Scheme are set to reflect the ultimate intended allocation of lot entitlements having regard to the matters in this Schedule A.
- 3.4. A layered arrangement of community titles schemes will be established by the progressive subdivision of Development Lots and the creation of a Subsidiary Scheme. Construction of Buildings and subsequent changes to occupancy and use of Development Lots and Buildings will occur progressively on each Development Lot.

Inherent characteristics of the Principal Scheme on establishment are:

- (1) The Development Lots are intended to be developed (under relevant Approvals) for residential uses.
- (2) The Principal Scheme Land comprises:
 - (a) roads as Common Property;
 - (b) open space areas which enhance the visual and physical amenity of the Principal Scheme land;
 - (c) the Cultural Heritage Precinct;
 - (d) the Internal Harbour, as Common Property for the Principal Scheme; and
 - (e) utility infrastructure used to service the Principal Scheme land;

all of which are the subject of Approvals for Development issued by the Gold Coast City Council.

3.5. As Development occurs on each Development Lot:

- (1) the nature, characteristics and features of the Lots including the nature and type of improvements on, or to be constructed on, and the type of use conducted from, or to be conducted from, Lots will change with consequential impacts as between the Lots; and
- (2) the relationship of the Lots in the Principal Scheme relevant to each of the characteristics of the Principal Scheme referred to in clause 2.4 will also change as between the Lots.

3.6. On establishment and on each occasion when Development of a Development Lot is completed, it is considered just and equitable that the contribution schedule lot entitlements for Lots be allocated and reallocated to take into account the matters in clause 2.4 and clause 2.5 and the extent to which the Lots have a differential impact on Principal Scheme expenses or derive a different benefit from Principal Scheme expenditure because of:

- (1) the state of Development of a Lot as compared to other Lots;
- (2) the nature, characteristics and features of the Development comprised in the Lot including the nature and type of improvements on, and the type of use conducted from, a Lot, and extending, without limitation, to the way in which the nature, characteristics, features and use of a Lot impact on the Body Corporate's performance of its obligations under the Act and the other factors listed in this clause 2.6;
- (3) the number of Lots comprised in the Subsidiary Scheme relative to use and occupation of other Lots;
- (4) the proximity, exposure to, and use by a Lot of Common Property or Principal Scheme Body Corporate assets the subject of Principal Scheme Body Corporate expenditure and obligations under the Act, or any applicable agreements;
- (5) the proximity, exposure to, and use by a Lot of amenities and services provided or acquired by the Principal Scheme Body Corporate and the Principal Scheme Body Corporate's obligations in respect of those amenities or services under the Act, or any applicable agreements; and
- (6) the proximity, exposure to, and use by a Lot of any Principal Scheme Body Corporate asset, right or amenity obtained for the benefit of Lots.

3.7. The contribution lot entitlements as allocated and reallocated as between Lots, will reflect, by reference to the matters in this Schedule A, a just and equitable balance.

SCHEDULE B	EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND
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A STATUS OF DEVELOPMENT

Lot 7 on SP174598 was initially a lot in the Principal Scheme and has been subdivided into 9 lots and common property forming a subsidiary scheme described as Allisee Villas Community Titles Scheme.

Lot 6 on SP174598 was initially a lot in the Principal Scheme and has been subdivided into 5 lots and common property and included in the scheme described as Allisee Villas Community Titles Scheme.

Lot 10 on SP198828 was initially a lot in the Principal Scheme and has been subdivided into 12 lots and common property and included in the scheme described as Allisee Villas Community Titles Scheme.

All other lots currently remain lots of the Principal Scheme.

1. DEVELOPMENT OF PRINCIPAL SCHEME LAND

- 1.1. The Developer, in accordance with, and subject to, Approvals will progressively Develop the Principal Scheme land (including the scheme land of the Subsidiary Scheme).
- 1.2. Subject always to clause 4 and clause 5 of this Schedule B, Progressive Development will comprise:

- (1) construction of Buildings, Facilities, improvements in Dedicated Areas and utility infrastructure;
- (2) reconfiguration by Applicable Plan Format of Development Lots, Buildings on Development Lots or Common Property; and
- (3) other Development associated with those activities.

1.3. In the course of Development:

- (1) Up to a maximum of 300 Residential Lots (in any configuration or combination authorised under Approvals for the Development) may be created as Lots in the Schemes.
- (2) The Developer intends to develop between 220 and 300 Residential Lots.
- (3) A layered arrangement of community titles schemes will be created. This is explained in clause 3 of this Schedule.

1.4. The Residential Lots must be either:

- (1) Lots in the Principal Scheme; or
- (2) Lots in the Subsidiary Scheme when created and on completion of the Development and be comprised within the Subsidiary Scheme land.

Residential Lots are intended for predominantly residential use.

1.5. A copy of Approvals for Development of the Principal Scheme land are held and available for inspection at the office of the Body Corporate Manager for the Schemes, Strata3 Group.

2. SEQUENCE AND NATURE OF DEVELOPMENT

2.1. The Developer will construct Buildings, Facilities, utility infrastructure and any required improvements in Dedicated Areas, on the Development Lots and subdivide (subject always to clause 4 of this Schedule 8) the Development Lots and Buildings.

2.2. The Concept Plan shows the intended Development Lots on establishment of the Scheme and during Development of the Scheme and describes the intended allocation of Residential Lots in the Principal Scheme.

2.3. Subject always to clauses 4 and 5 of this Schedule B, on each occasion when a Development Lot is subdivided any or all of the following will occur:

- (1) Buildings constructed on, or land comprised in, a Development Lot will be subdivided by Applicable Plan Format to create Residential Lots;
- (2) Residential Lots created must either become:
 - (a) Lots in the Principal Scheme; or
 - (b) Lots in the Subsidiary Scheme;
- (3) Common Property may be created or reconfigured for either or both of the Principal Scheme or the Subsidiary Scheme, but subject always to the limitations in clauses 4 and 5 of this Schedule B.
- (4) Lots (including Development Lots) and Common Property, subject always to the limitations in clauses 4 and 5 of this Schedule B, may be created, amalgamated, realigned or boundaries may be redefined to give effect to Development or to comply with Approvals.
- (5) Dedicated Areas may be defined and dedicated as required under Approvals.
- (6) Facilities may (by definition and location on an Applicable Plan Format) be included in Subsidiary Scheme land or left within Principal Scheme land.

- 2.4. Without limiting clause 2.3 but subject to clauses 4 and 5 of this Schedule B:
- (1) Development Lot 5 as shown on the Concept Plan is intended to be further reconfigured to create:
 - (a) Additional Common Property in the Scheme; and
 - (b) 3 Development Lots shown on the Concept Plan as Development Lots 8, 9 and 10 as Lots in the Principal Scheme;
 - (2) Buildings will be constructed on Development Lots 8, 9 and 10 as shown on the Concept Plan and the Buildings will be subdivided by Applicable Plan Format to create Residential Lots in the Principal Scheme from Development Lots 8 and 9 and in the Subsidiary Scheme from Development Lot 10 (within the 300 lot limit described in clause 1.3(2) of this Schedule BJ.
- 2.5. The way in which Subsidiary Scheme land is to be progressively Developed will be described in the community management statement for the Subsidiary Scheme. The Subsidiary Scheme will be constituted by land comprised in Development Lots 6 and 7 initially and by addition of land in Development Lot 10 as shown on the Concept Plan. Descriptions of Development in the Subsidiary Scheme community management statements must be consistent with this Schedule B.
- 2.6. The Developer may (subject to the requirements of Assessing Authority Approvals and subject always to the limitations in clauses 4 and 5 of this Schedule BJ:
- (1) Undertake Development and do the things in clause 2.3 and clause 2.4 on parts of the Schemes simultaneously with Development in other parts of the Schemes and in any sequence.
 - (2) Vary the number, size or configuration or location of Lots and Common Property (subject always to the limitations in clauses 4 and 5 of this Schedule B) in any part of the Schemes and on any Applicable Plan Format, although the total number of Lots in the Schemes will remain as Approved and within the 300 lot limit in clause 1.3(2) of this Schedule B when the Development is completed.
 - (3) Vary the extent of Facilities or Dedicated Areas in any part of the Schemes.
- 2.7. The Development and indicative location of Development lots, Principal Scheme Common Property (including the Internal Harbour) and the Cultural Heritage Precinct and description of how Residential Lots are intended to be allocated to the Subsidiary Scheme are illustrated or shown on the Concept Plan which is only illustrative and does not fix the location or size of Buildings, Lots, other improvements, Common Property, Dedicated Areas, Facilities or exclusive use areas or the internal or external boundaries of any of them, all of which are subject to:
- (1) modification or variation as permitted under Assessing Authority Approvals or which does not require a new Approval to undertake;
 - (2) final surveys on completion of construction and/or placement of the Buildings, improvements and utility infrastructure on or within Schemes; and
 - (3) completion of any other works, including landscaping, required to be undertaken under any Assessing Authority Approval.
- 2.8. Subject always to the limitations in clauses 4 and 5 of this Schedule B, the Developer may vary the Concept Plan to accommodate those matters in clauses 2.7(1) and 2.7(2) and other changes or matters referred to as part of the description of Development in this Schedule B as is required by the Act to ensure that on each occasion a new community management statement is recorded, the Concept Plan reflects the Development as then completed and to be completed.
- 3. LAYERED ARRANGEMENT OF SCHEMES**
- 3.1. In conjunction with the Development of the Principal Scheme land, a layered arrangement of community titles schemes will be established by progressive subdivision of Development Lots.
- 3.2. The layered arrangement will comprise:
- (1) the Principal Scheme; and

(2) the Subsidiary Scheme.

3.3. It is intended that a Subsidiary Scheme comprising Development Lots 6 and 7 and Development Lot 10 as shown on the Concept Plan will be created in the course of Development.

3.4. In the course of Development of the Subsidiary Scheme, up to a maximum of 29 Residential Lots (in any configuration or combination authorised under Approvals for the Development) may be created as Lots in the Subsidiary Scheme (and those 29 lots are included in the 300 lot limit described in clause 1.3(1) of this Schedule B.

4. RESIDENTIAL PARCELS

4.1. The Developer has made certain undertakings and commitments in relation to subdivision of the Principal Scheme land to satisfy the Requirements of the Government Agency administering approvals given in respect of the Internal Harbour.

4.2. As a consequence of those undertakings and commitments in progressively Developing the Principal Scheme land, including by subdivision of Development Lots in accordance with clause 2.3:

(1) The number of separate parcels of residential land controlled by different bodies corporate (inclusive of Principal and Subsidiary Schemes) cannot exceed 7 (being the same number as the number of Development Lots shown on the Concept Plan on establishment of the Scheme).

(2) All Residential Lots must be Lots in the Principal Scheme or Lots in the Subsidiary Scheme when the Residential Lots are created.

(3) No Lot may be excluded from or added to Scheme land if to do so would create circumstances that could lead to a breach of clause 4.2(1).

5. FUTURE ALLOCATIONS

5.1. Subject to clauses 5.2 and 5.3 of this Schedule B, Common Property of the Principal Scheme may be allocated to the Subsidiary Scheme on each occasion when a Development Lot is subdivided as explained in clause 2.3 of this Schedule B.

5.2. The Internal Harbour and the Boardwalk Areas within the Principal Scheme land are Common Property for the Principal Scheme and must not be allocated to a Lot (including the Subsidiary Scheme) in the course of Development of the Principal Scheme land or any Subsidiary Scheme land and the provisions of the Code that restrict the rights to make changes to those boundaries must be observed by the Developer, the Principal Scheme Body Corporate and all Owners.

5.3. The boundaries of the Internal Harbour must not be altered by any subdivision or by any other Development forecast in this Schedule B in the course of Development of the Principal Scheme land or any Subsidiary Scheme land.

6. CHANGES TO CODE FOR DEVELOPMENT

6.1. The Developer may make changes to the Code to give effect to Approvals or requirements of a Governmental Agency and those changes are changes required to implement Development proposed under this community management statement within the meaning of section 62(4)(f) of the Act.

7. EASEMENTS

7.1. The terms of Assessing Authority Approvals require provision of easements of not less than 5 metres width over the Boardwalk Area in favour of the Local Government. Under the Act, statutory easements apply to ensure the provision of continued access for the Body Corporate including for the purposes of maintenance of the whole or part of the Boardwalk Area as explained in Schedule D.

7.2. The Developer may require, cause or procure the grant of easements and other reciprocal rights over the Lots to comply with Approvals or otherwise facilitate the Development.

- 7.3. Owners will be bound by the terms of this community management statement, Assessing Authority Approvals which attach to and run with the Lots and relate to these matters, registered easements and statutory easements that apply under the Act.

8. FACILITIES AND DEDICATED AREAS

- 8.1. Facilities are intended to remain private, subject to the grant of any easements or other reciprocal rights arrangements required to be given under Assessing Authority Approvals (including the easement over the Boardwalk Area or otherwise under this community management statement) allowing public access or third party or use.
- 8.2. Dedicated Areas are for public use.

9. REMOVAL OF UNDEVELOPED LOT FROM THE SCHEME

- 9.1. Subject always to the limitations in clauses 4 and 5 of this Schedule B, the Developer may (if able to be done by Applicable Plan Format where a reconfiguration is required) remove a Development Lot from the Schemes at any time.
- 9.2. If a Development Lot is removed from the Schemes then the relevant Schemes will comprise any remaining Lots and Common Property.
- 9.3. Subject always to the limitation in clauses 4 and 5 of this Schedule B, Common Property may also be added or removed from the Schemes in accordance with the Act and the regulation module that applies to the Schemes. For the avoidance of doubt no alteration may be made to the Common Property that affects the Internal Harbour boundaries.

10. INTERNAL PRIVATE HARBOUR, ACCESS CHANNEL AND OTHER AREAS

- 10.1. As part of the Development of the Schemes, the Internal Harbour and Boardwalk Areas within the Principal Scheme land are Common Property for the Principal Scheme.
- 10.2. Applicable provisions of Assessing Authority Approvals and undertakings and commitments given to Government Agencies relating to the Internal Harbour, the Access Channel and the Boardwalk Areas are reflected in Schedule D of this community management statement. The Body Corporate for the Principal Scheme is responsible for:
- (1) Ensuring compliance with those provisions and the requirements in this community management statement for those matters.
 - (2) The ongoing maintenance of the entire area of the Internal Harbour, the Access Channel, the Revetment Walls, and all Boardwalk Areas (other than to the extent that the Local Government accept responsibility for and undertake the maintenance of the Boardwalk Areas situated on Reserve Land) in accordance with its obligations under the Act (as reflected in Schedule D), Assessing Authority Approvals and undertakings and commitments given to Government Agencies.
 - (3) Ensuring ongoing access over the Boardwalk Areas and around the Internal Harbour to the public, including in the manner specified in Schedule C and Schedule D to this community management statement.

11. CONTRIBUTION SCHEDULE LOT ENTITLEMENTS REVIEW

- 11.1. The contribution schedule entitlements for Lots in the Principal Scheme at the date of this community management statement are set out in Schedule A.
- 11.2. The aggregate of the contribution schedule lot entitlements in the Principal Scheme is the total of all contribution schedule lot entitlements for all Lots in the Principal Scheme (including Lots that are comprised by scheme land for the Subsidiary Scheme). The aggregate may change as the Subsidiary Scheme, Lots in the Principal Scheme and Lots in the Subsidiary Scheme and Common Property are created or otherwise dealt with under the Act in the course of the Development as described in this Schedule B.
- 11.3. When the Subsidiary Scheme is created or reconfigured by subdivision of all or part of Development Lots 6 and 7 and Development Lot 10 (as shown on the Concept Plan), the contribution schedule lot entitlements in this

community management statement will be amended in accordance with the principles and methodology described in Schedule A.

12. INTEREST SCHEDULE LOT ENTITLEMENTS

- 12.1. The interest schedule lot entitlements for the Lots included in the Principal Scheme at the date of this community management statement are set out in Schedule A.
- 12.2. The aggregate of the interest schedule lot entitlements in the Principal Scheme is the total of all interest schedule lot entitlements for all Lots in the Principal Scheme (including Lots that are comprised by or will comprise scheme land for the Subsidiary Scheme). The aggregate may change as the Subsidiary Scheme, Lots in the Principal Scheme, and Lots in the Subsidiary Scheme and Common Property, are created or otherwise dealt with under the Act in the course of the Development as described in this Schedule B.

13. DEFINITIONS

- 13.1. In this Schedule B, unless the context otherwise requires:

- (1) **Access Channel** means the channel, including rock training wall and batters, within the Broadwater which provides for navigable access to and from the Internal Harbour and the Broadwater, as defined on the drawings for which sanctions were granted pursuant to the provisions of section 86 of the *Harbours Act 1955* on 5 October 1989 and 10 July 2003, or as subsequently amended by any future approvals;
- (2) **Act** means *Body Corporate and Community Management Act 1997* or legislation which replaces it;
- (3) **Applicable Plan Format** means a plan of subdivision in the format applicable for the reconfiguration of a Development Lot having regard to the Plan Format comprising the Development Lot being reconfigured;
- (4) **Approvals** means development approvals and permits issued by the Assessing Authority or any other consent, authority, permission or similar approval issued by a Government Agency (including those of a referral agency in a development approval or development permit) for Development and includes:
 - (a) Approvals 663/87/23 and 663/87/23 Part 8 (8810034R); and
 - (b) Any approval (as defined) that replaces, varies or modifies an approval (as defined);
- (5) **Assessing Authority** has the same meaning given to it under the *Integrated Planning Act 1997*;
- (6) **Berths** means marina berths constructed in or on the Common Property in the Internal Harbour;
- (7) **Boardwalk Areas** means the boardwalk area comprised or to be comprised within the Principal Scheme land and on the Reserve Land and includes any modified area required for the boardwalk;
- (8) **Body Corporate** means the body corporate for the relevant Scheme, as the context requires;
- (9) **Broadwater** means the Southport Broadwater adjacent to the Principal Scheme land;
- (10) **Buildings** means buildings constructed on the Principal Scheme land (including in the Subsidiary Scheme) and includes any modifications, variations or replacement buildings to or for those buildings.
- (11) **Code** means the code in Schedule D of this community management statement;
- (12) **Common Property** means the common property for the Principal Scheme or the Subsidiary Scheme as the context requires;
- (13) **Concept Plan** means one or more of the concept plans annexed to this community management statement at Annexure A and described as drawing numbers:
 - (a) 7619-CON-2;
 - (b) 7619-CON-3; and

- (c) 7619-CON-50;
- (14) **Cultural Heritage Management Plan** means a plan which an Assessing Authority requires the Body Corporate to enter into for the purposes of management and preservation of the Cultural Heritage Precinct;
- (15) **Cultural Heritage Precinct** means land in the Principal Scheme or the Subsidiary Scheme and which is designated, as such in a Cultural Heritage Management Plan;
- (16) **Dedicated Areas** means roads, open space or other parts of the Principal Scheme land (including land in the Subsidiary Scheme) that is dedicated or otherwise transferred to or held by a Governmental Agency under an Approval.
- (17) **Development** means all activities defined as development under the *Integrated Planning Act 1997*, conducted or undertaken in connection with the Principal Scheme land or the Subsidiary Scheme and includes the development indicated or referred to in clause 1.2 of this Schedule and the Concept Plan and Develop or Developed have a corresponding meaning.
- (18) **Development Lot** means any or all of the following:
- (a) the Lots in the Principal Scheme on establishment; and
 - (b) Lots created by reconfiguration of a Development Lot and which are intended by the Developer to be further subdivided by any Applicable Plan Format, subject always to the restrictions in clauses 4 and 5 of this Schedule B;
- (19) **Developer** means the original owner for the Principal Scheme and includes any successor in title to the original owner that undertakes Development under the Approvals of the Principal Scheme land (including any successor in title developing Development Lot 6, 7 and 10 as shown on the Concept Plans);
- (20) **Facilities** means facilities and amenities for the Schemes and includes:
- (a) internal private roadways, paths, access ways and boardwalks;
 - (b) the Access Channel;
 - (c) sporting, leisure and recreational facilities such as pools, gym, tennis court and barbeque areas;
 - (d) the Internal Harbour and the Boardwalk Areas and associated Berths;
 - (e) utility infrastructure that is not Common Property or part of a Dedicated Area; and
 - (f) other similar facilities or amenities to be constructed or made available as part of Development.
- (21) **Governmental Agency** means any government and any governmental body whether:
- (a) legislative, judicial or administrative;
 - (b) a department, commission, authority, tribunal, agency or entity; or
 - (c) commonwealth, state, territorial or local;
- but does not include a governmental body in respect of any service or trading functions as distinguished from regulatory or fiscal functions;
- (22) **Internal Harbour** means the inundated freehold land connected to the Broadwater, including land abutting the inundated land in or on which the Revetment Walls enclosing the inundated land are constructed and within the Principal Scheme land, as defined on the drawings for which sanction was granted pursuant to the provisions of section 86 of the *Harbours Act 1955* on 9 July 2003, or as subsequently amended by any future approvals and includes the excavated basin, the Revetment Walls for the basin, stormwater outlets and rock revetment and foreshore protection within the basin;

- (23) **Local Government** means the local government for the area in which the Schemes are located;
- (24) **Lots** mean lots that are part of the Principal Scheme or the Subsidiary Scheme and includes Development Lots and Residential Lots, as the context requires;
- (25) **Occupier** means an occupier as defined under the Act;
- (26) **Owners** means members of the Schemes;
- (27) **Plan Format** means a plan format under the *Land Title Act 1994* (standard, building or volumetric) and includes a plan amalgamating Lots or Common Property or otherwise redefining boundaries;
- (28) **Principal Scheme** means the Allisee Community Titles Scheme containing the Lots and the Common Property;
- (29) **Reserve Land** means Lots 22 and 23 on RP 809256, abutting the Principal Scheme land and any other land to be dedicated to an Assessing Authority or Government Agency as public land in the course of the Development of the Principal Scheme land;
- (30) **Residential Lots** means lots created by reconfiguration of Development Lots by Applicable Plan Format capable of use for purposes permitted under Approvals;
- (31) **Revetment Wall** means the revetment walls around the Internal Harbour within the Principal Scheme Land, and the revetment walls on or adjacent to the boundary between the Reserve Land and the Broadwater, as defined respectively on the drawings for which sanctions were granted pursuant to the provisions of section 86 of the *Harbours Act 1955* on 9 July 2003 and 5 October 1989, or as subsequently amended by any future approvals;
- (32) **Schemes** means one or more of the Principal Scheme or the Subsidiary Scheme as the context requires; and
- (33) **Subsidiary Scheme** means a community titles scheme created by progressive Development of all or part of Development Lots 6 and 7 and Development Lot 10 as shown on the Concept Plan.

SCHEDULE C	BY-LAWS
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1. DEFINITIONS AND INTERPRETATIONS

1.1. In these By-laws, terms that are defined in Schedule D have the same meaning and otherwise:

- (1) **Access Channel** means the channel, including rock training wall and batters, within the Broadwater which provides for navigable access to and from the Internal Harbour and the Broadwater, as defined on the drawings for which sanctions were granted pursuant to the provisions of section 86 of the *Harbours Act 1955* on 5 October 1989 and 10 July 2003, or as subsequently amended by any future approvals;
- (2) **Act** means Body Corporate and Community Management Act 1997 or legislation which replaces it;
- (3) **Applicable Plan Format** means a plan of subdivision in the format applicable for the reconfiguration of a Development Lot having regard to the Plan Format comprising the Development Lot being reconfigured;
- (4) **Approvals** means development approvals and permits issued by the Assessing Authority or any other consent, authority, permission or similar approval issued by a Government Agency (including those of a referral agency in a development approval or development permit) for Development and includes:
 - (a) Approvals 663/87/23 and 663/87/23 Part 8 (8810034R); and
 - (b) any approval (as defined) that replaces, varies or modifies an approval (as defined);
- (5) **Assessing Authority** has the same meaning given to it under the Integrated Planning Act 1997;

- (6) **Berths** means marina berths constructed on or in the Common Property in the Internal Harbour;
- (7) **Boardwalk Areas** means the boardwalk area comprised or to be comprised within the Principal Scheme land and on the Reserve Land and includes any modified area required for the boardwalk;
- (8) **Body Corporate** means the body corporate for the Principal Scheme;
- (9) **Body Corporate Asset** means body corporate asset for the Principal Scheme;
- (10) **Body Corporate Manager** means a body corporate manager for the Principal Scheme;
- (11) **Broadwater** means the Southport Broadwater adjacent to the Principal Scheme land;
- (12) **Code** means the code in Schedule D of this community management statement;
- (13) **Committee** means the committee for the Body Corporate of the Principal Scheme;
- (14) **Common Property** means common property of the Principal Scheme and does not include common property of the Subsidiary Scheme unless specifically stated;
- (15) **Concept Plan** means one or more of the concept plans annexed to this community management statement described as drawing numbers:
 - (a) 7619-CON-2;
 - (b) 7619-CON-3; and
 - (c) 7619-CON-50;
- (16) **Costs** means any costs, charges, expenses, outgoings, payments or other expenditure of any nature and, where appropriate, includes reasonable fees and disbursements payable to contractors, consultants, accountants and lawyers;
- (17) **Cultural Heritage Management Plan** means a plan which an Assessing Authority requires the Body Corporate to enter into for the purposes of management and preservation of the Cultural Heritage Precinct;
- (18) **Cultural Heritage Precinct** means land in the Principal Scheme or the Subsidiary Scheme and which is designated, such as in a Cultural Heritage Management Plan;
- (19) **Dedicated Areas** means roads, open space or other parts of the Principal Scheme land (including land in the Subsidiary Scheme) that is dedicated or otherwise transferred to a Governmental Agency under an Approval;
- (20) **Development** means all activities defined as development under the Integrated Planning Act 1997, conducted or undertaken in connection with the Principal Scheme land or the Subsidiary Scheme and includes the Development indicated or referred to in Schedule B (as applicable) and Develop or Developed have a corresponding meaning;
- (21) **Development Lot** means any or all of the following:
 - (a) the Lots in the Principal Scheme on establishment; and
 - (b) Lots created by reconfiguration of a Development Lot and which are intended by the Developer to be further subdivided or Developed;
- (22) **Developer** means the original owner for the Principal Scheme and includes any successor in title to the original owner that undertakes Development under the Approvals of the Principal Scheme land (including any successor in title developing Development Lots 6, 7 and 10 as shown on the Concept Plans);

- (23) **EMP** means an environmental management plan under an Assessing Authority Approval or otherwise referred to in this community management statement, copies of which are retained and available for inspection at the office of the Body Corporate Manager for the Schemes;
- (24) **Facilities** means facilities and amenities for the Schemes and includes:
- (a) internal private roadways, paths, access ways and boardwalks;
 - (b) Access Channel;
 - (c) sporting, leisure and recreational facilities such as pools, gym, tennis court and barbeque areas;
 - (d) the Internal Harbour, Boardwalk Areas and associated Berths;
 - (e) utility infrastructure that is not Common Property or part of a Dedicated Area; and
 - (f) other similar facilities or amenities to be constructed or made available as part of Development;
- (25) **Governmental Agency** means any government and any governmental body whether:
- (a) legislative, judicial or administrative;
 - (b) a department, commission, authority, tribunal, agency or entity; or
 - (c) commonwealth, state, territorial or local;
- but does not include a governmental body in respect of any service or trading functions as distinguished from regulatory or fiscal functions;
- (26) **Improvements** means:
- (a) any addition or alteration to the Common Property or any Body Corporate Asset; or
 - (b) the installation of any fixtures, equipment, appliances or other apparatus on the Common Property or any Body Corporate Asset;
- (27) **Internal Harbour** means the inundated freehold land connected to the Broadwater, including land abutting the inundated land in or on which the revetment walls enclosing the inundated land are constructed and within the Principal Scheme land, as defined on the drawings for which sanction was granted pursuant to the provisions of section 86 of the Harbours Act 1955 on 9 July 2003, or as subsequently amended by any future approvals and includes the excavated basin, the revetment walls for the basin, stormwater outlets and rock revetment and foreshore protection within the basin;
- (28) **Invitee** means each of the Owner's agents, visitors, tenants, licensees or others (with or without invitation) who may be on a Lot or the Principal Scheme land;
- (29) **Local Government** means the local government for the area in which the Schemes are located;
- (30) **Lots** means lots in the Principal Scheme and includes the scheme land for the Subsidiary Scheme comprising a lot in the Principal Scheme;
- (31) **Management Plans** means (as amended from time to time):
- (a) the "Maintenance Dredging & On Site Excavations Management Plan" (Issue 6) prepared by Weathered Howe, dated 14 May 2003; and
 - (b) the "Acid Sulphate Management Plan" contained in the Development Approval,
- copies of which are retained and available for inspection at the office of the Body Corporate Manager for the Scheme;

- (32) **Manager's Lot** means the lot in the Scheme owned or controlled by the entity or person that has entered into an agreement with the Body Corporate to perform caretaking services and who is authorised to offer letting functions under a letting agent authorisation with the Body Corporate;
- (33) **Occupier** means an occupier as defined under the Act, and includes an occupier of a lot in the Subsidiary Scheme;
- (34) **Owners** means members of the Schemes;
- (35) **Plan Format** means a plan format under the Land Title Act 1994 (standard, building or volumetric) and includes a plan amalgamating Lots or Common Property or otherwise redefining boundaries;
- (36) **Principal Scheme** means the Allisee Community Titles Scheme containing the Lots and the Common Property;
- (37) **Reserve Land** means Lots 22 and 23 on RP 809256, abutting the Principal Scheme land and any other land to be dedicated to an Assessing Authority or Government Agency as public land in the course of Development of the Principal Scheme land;
- (38) **Residential Lots** means lots created by reconfiguration of Development Lots by Applicable Plan Format capable of use for purposes permitted under Approvals;
- (39) **Revetment Walls** means the revetment walls around the Internal Harbour within the Principal Scheme Land, and the revetment walls on or adjacent to the boundary between the Reserve Land and the Broadwater, as defined respectively on the drawings for which sanctions were granted pursuant to the provisions of section 86 of the Harbours Act 1955 on 9 July 2003 and 5 October 1989, or as subsequently amended by any future approvals;
- (40) **Requirement** means any requirement, or authorisation, of Government Agency necessary or desirable under applicable law or regulation and includes the provisions of any statute, ordinance or By-law under the Act and the Approvals;
- (41) **Schemes** means one or more of the Principal Scheme or the Subsidiary Scheme as the context requires;
- (42) **Secretary** means the secretary for the Body Corporate for the Principal Scheme;
- (43) **Subsidiary Scheme** means a community titles scheme created by progressive Development of either or both of Development Lots 6 and 7 and Development Lot 10 as shown on the Concept Plan; and
- (44) **Works** means works for Development (as that term is defined in IPA) and includes works required in connection with any reconstruction, restoration and refurbishment of any part of the Building including any Owner's Lot.

1.2. In these By-laws reference to:

- (1) the singular includes the plural and the plural includes the singular;
- (2) a person means a person bound by these By-laws and includes a body corporate, an unincorporated association or an authority; and
- (3) a statute, regulation or provision of a statute or regulation ("**Statutory Provision**") includes:
 - (a) that Statutory Provision as amended or re-enacted from time to time; and
 - (b) a statute, regulation or provision enacted in replacement of that Statutory Provision.
- (4) "Including" and similar expressions are not words of limitation.
- (5) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.

(6) Headings are for convenience only and do not form part of these By-laws or affect interpretation.

(7) Unless the context requires otherwise, words that have a defined meaning in the Act have the same meaning in these By-laws.

2. OBSTRUCTION OF COMMON PROPERTY

2.1. An Owner must not obstruct lawful use of the Common Property or Body Corporate Assets by another person, and, without limitation, access to:

(1) the Common Property or any Body Corporate Asset during Development; or

(2) any easement area over which Owners obtain access to a Lot or the Common Property.

3. USE OF COMMON PROPERTY

3.1. An Owner must:

(1) use the Common Property or any Body Corporate Asset for the purpose for which it was designed or intended;

(2) comply with all directions and rules of the Body Corporate relating to conduct on the Common Property or use of any Body Corporate Asset; and

(3) observe all relevant Requirements in connection with the Common Property or Body Corporate Assets.

4. RECREATION FACILITIES - POOL

4.1. Owners, Occupiers and Invitees may use the swimming pool constructed on the Common Property in accordance with this By Law and the 'Pool Rules' signage erected adjacent to the facility. The Committee of the Body Corporate may modify any signage at any time.

4.2. Children below the age of 12 years are not allowed in or around the pool unless accompanied by an adult exercising effective control over them.

4.3. Glass containers or receptacles of any type are not to be taken to the pool area.

4.4. Owners, Occupiers, or Invitees must exercise caution at all times and must not run, or splash, or behave in any manner that is likely to interfere with the use and enjoyment of the pool by others.

4.5. The dress standard must be in line with that for bathing at the Local Council public pools or as notified by the Committee from time to time.

4.6. Drunk and disorderly behaviour is not permitted in the pool area.

4.7. The swimming pool may be used only during the hours specified in the 'Pool Rules' signage adjacent to the pool as amended by the Committee from time to time.

5. RECREATION FACILITIES - GYM

5.1. Owners, Occupiers and Invitees may use the gym facility constructed on the Common Property in accordance with this By Law and the 'Gym Rules' signage erected adjacent to the facility. The Committee of the Body Corporate may modify any signage at any time.

5.2. Appropriate gym shoes are to be worn. Bare feet are not permitted.

5.3. No use must be made of the gym facilities which involves damage, inconvenience or nuisance to any Owner, Occupier or Invitee nor which causes damage to the surface, fixtures, fittings or equipment of the gym.

5.4. The gym must not be used by an Invitee unless accompanied by the host Owner or Occupier.

5.5. Drunk, disorderly, or loutish behaviour is not permitted in the gym at any time, and no alcoholic beverage is to be brought into the gym.

5.6. The hours that the gym facility may be used are per the 'Gym Rules' signage or as amended from time to time by the Committee.

6. RECREATION FACILITIES - TENNIS COURT

6.1. Owners, Occupiers and Invitees may use the tennis court constructed on the Common Property in accordance with this By Law and any 'Tennis Court Rules' signage erected in the tennis court area. The Committee of the Body Corporate may modify any signage at any time.

6.2. Appropriate shoes are to be worn. Bare feet are not permitted.

6.3. No use must be made of the tennis court area which involves damage, inconvenience or nuisance to any Owner, Occupier or Invitee nor which causes damage to the surface, fixtures, fittings or equipment.

6.4. Drunk and disorderly behaviour is not permitted in the tennis court area at any time.

6.5. The tennis court may be used only during the hours specified in any Tennis Court Rules' signage in the tennis court area as amended by the Committee from time to time.

7. RECREATION FACILITIES - SPA, SAUNA AND STEAM ROOM

7.1. Owners, Occupiers and Invitees may use the spa, sauna and steam room facilities constructed on the Common Property in accordance with this By Law and any signage erected adjacent to the facilities. The Committee of the Body Corporate may modify any signage at any time.

7.2. Children below the age of 12 years are not allowed in or around the facilities unless accompanied by an adult exercising effective control over them.

7.3. Glass containers or receptacles of any type are not to be taken to the facilities.

7.4. Owners, Occupiers, or Invitees must exercise caution at all times and must not behave in any manner that is likely to interfere with the use and enjoyment of the facilities by others.

7.5. The dress standard must be in line with that for bathing at the Local Council public pools or as notified by the Committee from time to time.

7.6. Drunk and disorderly behaviour is not permitted and no alcoholic beverage is to be brought into the facilities area.

7.7. The facilities may be used only during the hours specified in any signage adjacent to the facilities as amended by the Committee from time to time.

8. MOVING GOODS AND FURNITURE

8.1. Owners and Occupiers must not move any large furnishings into or out of their Lots, or on the Common Property, without having given prior notice to either the caretaker for the Scheme (if any), or the Committee, and the moving must be done in the manner, by the route, and at the time directed by the caretaker or Committee.

8.2. An Owner or Occupier will be responsible for reimbursing the Body Corporate for any damage to any Body Corporate Asset, property, or Facility caused by the moving of goods and furniture into or out of a Lot or Common Property.

9. EXTERNAL APPEARANCE OF LOTS

9.1. Owners and Occupiers must not, except with the consent in writing of the Body Corporate, hang towels, bedding, clothing or other articles, display any sign, advertisement, placard, banner, pamphlet or like matter on any part of their Lot in such a way as to be visible from outside the Lot.

9.2. Owners or Occupiers must not:

- (1) use balconies for the storage of household goods, boxes, cartons or the like;
- (2) erect external blinds or awnings without the prior written consent of the Committee;
- (3) alter the external colour scheme of any improvement on its Lot without the prior written consent of the Committee;
- (4) erect an outside wireless, television antenna or satellite receiver without the prior written consent of the Committee; or
- (5) install, remove or replace any curtain backing, blind, insect screen or window tinting, unless the colour and design has the prior written consent of the Committee.

9.3. Any consent or approval given by the Body Corporate pursuant to these By-laws must, if practicable, be revocable upon notice to the Owner or Occupier for the time being having the benefit of the consent or approval.

10. AIR CONDITIONING

10.1. Air conditioning must not be installed on any Lot or Common Property without the prior written consent of the Body Corporate. Consent may be given conditionally and particular regard must be given to location, appearance, electrical load, disposal of condensate, and noise of the proposed air-conditioning system.

11. RENOVATION WORKS

11.1. Any Owner who wishes to undertake Works, including building works or renovation and refurbishment of a Lot, must observe the provisions of the Code in Schedule D.

12. NOISE

12.1. Owners, Occupiers, and Invitees must not make, or permit, any noise in the Lot or on Common Property which will be likely to unreasonably interfere in any way with the peaceful enjoyment of other Owners or Occupiers or of any person lawfully using the Common Property.

12.2. In the event of any unavoidable noise in a Lot at any time, the Owner or Occupier must take all practical means to minimise annoyance to other Owners or Occupiers.

12.3. All musical instruments, radios, television receivers and sound equipment must be controlled so that they do not cause an annoyance to another Owner or Occupier. Such equipment and instruments shall not be operated between the hours of 10:00 pm and 8:00 am in such a manner as to be audible to any other Owner or Occupier.

12.4. Quiet playing of musical instruments is permissible to a reasonable extent at any time during the hours of 8:00 am to 9:00 pm. Practising during those hours is permissible but for not longer than one (1) hour at a time, or for a total of more than three (3) hours in any day.

12.5. Owners and Occupiers must avoid the use of any appliance, which may cause noise nuisance to other Lots, between the hours of 10:00pm and 7:00am. Examples of appliances, which can cause noise nuisance, are dishwashers, washing machines, vacuum cleaners, and the like.

12.6. Owners and Occupiers must not hold, or permit to be held, any social gathering that will cause noise that will unduly interfere with the quiet enjoyment of other Owners or Occupiers.

12.7. Where the floor of a Lot (or part of it), including a balcony area, is a hard surface such as tile or timber, the Owner or Occupier of that Lot must take reasonable steps to minimize the noise furniture and other like objects make when moved on that surface, particularly noise transmission through to adjacent Lots. The use of floor rugs and felt pads on furniture legs are examples of measures that should be taken to reduce such noise transmission.

12.8. Owners and Occupiers of Lots that contain any appliance, fixture or fitting that contributes to 'triggering' or exacerbating any 'water hammer' noise nuisance, must take steps to have the problem rectified, including the removal or modification of the appliance, fixture or fitting.

13. IMPROVEMENTS TO COMMON PROPERTY

- 13.1. Other than for the purposes of Development and when undertaken by or for the Developer, as described in Schedule B, an Owner must not make any Improvements without the prior written consent of the Body Corporate and must observe the applicable provisions of the Act and the regulation module for the Principal Scheme for the making of Improvements.
- 13.2. In giving its consent to any Improvement, the Body Corporate may:
- (1) obtain advice from consultants; and
 - (2) recover the costs of obtaining advice from consultants from the person seeking the Body Corporate's consent.
- 13.3. Any Improvement made or sought to be made by an Owner:
- (1) must be maintained and repaired by the Owner unless the Body Corporate agrees to the contrary by resolution in general meeting; and
 - (2) comply with all Requirements.
- 13.4. The Body Corporate may remove any unauthorised Improvement and recover the Costs of doing so from the person responsible for the Improvement.
- 14. BODY CORPORATE'S RESPONSIBILITIES FOR THE INTERNAL HARBOUR, BOARDWALK AREAS**
- 14.1. The Internal Harbour and the Boardwalk Areas (in part) are Common Property for the Principal Scheme.
- 14.2. Under the Act, the Body Corporate has a statutory responsibility and it is its function to administer, manage and control the Common Property and to maintain the Common Property and Body Corporate Assets. The Body Corporate is also responsible for maintenance of the Access Channel, Revetment Walls on the Reserve Land and the Boardwalk Areas on Reserve Land (other than to the extent that the Local Government accept responsibility for and undertake the maintenance of the Boardwalk Areas situated on Reserve Land) under the terms of Assessing Authority Approvals, commitments and undertakings given to Assessing Authorities and Government Agencies and the provisions of this community management statement.
- 14.3. Under the Act, the Body Corporate cannot waive or limit the exercise of its responsibilities and obligations referred to in By-law 14.2 or contract out of the provisions of the Act.
- 14.4. In the exercise and discharge of its statutory powers, functions and responsibilities in respect of the Common Property (including the Internal Harbour) and Body Corporate Assets, its obligations under Assessing Authority Approvals, commitments and undertakings given to Assessing Authorities and Government Agencies and the provisions of this community management statement, the Body Corporate must maintain:
- (1) the Internal Harbour;
 - (2) the Access Channel;
 - (3) Revetment Walls; and
 - (4) the Boardwalk Areas (other than to the extent that the Local Government accept responsibility for and undertake the maintenance of the Boardwalk Areas situated on Reserve Land)
- in good condition including to the extent they are structural in nature, in a structurally sound condition.
- 14.5. Without limiting By-law 14.4, and in accordance with Schedule D of this community management statement, the Body Corporate is responsible for:
- (1) maintenance and upkeep dredging of the Internal Harbour;
 - (2) maintenance and upkeep of the full length of the and the Access Channel including any rock training walls in or abutting it and maintenance and upkeep dredging of the Access Channel;

- (3) maintenance and upkeep of the Revetment Walls, including (without limitation) the matters listed in By-law 14.6; and
- (4) implementing procedures to ensure observance of, and observing, the Management Plans and EMP referred to in Schedule D to this community management statement in undertaking its obligations referred to in this By-law 14.

14.6. The Body Corporate must maintain or cause to be maintained, the Revetment Walls, and for purposes ancillary to that obligation, must carry out such routine inspections and tests of the Revetment Walls, their materials and foundations, from time to time as the Body Corporate considers reasonable and necessary.

14.7. For the purpose of enabling the Body Corporate to carry out:

- (1) its functions and obligations under the Act;
- (2) obligations in and referred to in this By-law 14; and
- (3) the obligations imposed on the Body Corporate under Assessing Authority Approvals and any easement referred to in this community management statement in respect of the Boardwalk Areas or access around the Internal Harbour any or service contract relevant to the matters in this By-law 14;

the Body Corporate can and must as it considers reasonably necessary, enter and authorise any service contractor or consultant engaged by it to enter, pass over or through, any Lot or Common Property (including Subsidiary Scheme lots and Subsidiary Scheme Common Property) as required to undertake the matters and functions specified in clauses 14.7(1) to 14.7(3) inclusive.

14.8. Without limiting clause 14.7, to ensure the continued provision of access around the Internal Harbour and to the Boardwalk Areas for Owners, Occupiers and the public during maintenance, the Body Corporate can and must require, if the nature of the maintenance requires it, Owners and Occupiers to allow other Owners and Occupiers and the public to pass through or over Lots (including Subsidiary Scheme lots and Subsidiary Scheme Common Property) abutting the Internal Harbour (if any) and Boardwalk Areas, limited to the area of 1 metre, more or less, immediately adjoining the relevant part of the Internal Harbour or Boardwalk Areas for that purpose. Where Common Property (including Common Property of the Subsidiary Scheme) abuts the Boardwalk Areas, the Body Corporate or the body corporate of the Subsidiary Scheme (if relevant) must allow access to the public over that Common Property to the same extent that Owners and Occupiers must allow access over and through Lots during maintenance.

14.9. The Body Corporate must give reasonable notice (other than in an emergency, in which case no notice is required) to the relevant Owner or Occupiers for the purposes of entering a Lot or Common Property (including Subsidiary Scheme lots and Subsidiary Scheme Common Property) or authorising access referred to in By-law 14.6 or By-law 14.8. An Owner or an Occupier must not obstruct the Body Corporate or any person authorised by it under this By-law 14 in the exercise of rights under this By-law 14. For the purpose of this By-law 14, and without limiting the right of the Body Corporate to specify a shorter notice period if the circumstances require it, a period of 7 days notice constitutes reasonable notice.

15. RULES FOR INTERNAL HARBOUR

15.1. The Principal Body Corporate may make rules relating to the management, appearance, use and enjoyment of the Internal Harbour and Boardwalk Areas (subject to the requirements of the Act and applicable Assessing Approvals and requirements of Government Agencies).

15.2. The Code must reflect any rules determined by the Body Corporate by passage of a valid resolution, relating to it and the Body Corporate must take such steps as are required to call and put before an extraordinary general meeting of the Body Corporate any resolution required to approve a new community management statement adopting any necessary amendments to the Code to reflect those rules.

16. GARBAGE DISPOSAL

16.1. The Body Corporate may establish a garbage disposal system ("Disposal System") for the Principal Scheme. The Disposal System may provide for any of the following:

- (1) permitted means and times for garbage disposal and removal;

- (2) disposal routes over Common Property to be used in conjunction with the Disposal System;
- (3) designation of areas on Common Property for the storage and collection of garbage;
- (4) arrangements for separation and sorting of garbage;
- (5) special requirements for the storage and collection of flammable, toxic or other harmful substances; and
- (6) requirements for the disposal of garbage to meet the particular requirements of any Lot.

16.2. The Body Corporate may enter into agreements with each Owner providing for the charging of garbage disposal services provided by the Body Corporate under the Disposal System and recovery of costs to the Body Corporate of providing services under the Disposal System in accordance with the regulation module for the Principal Scheme.

16.3. Each Owner must:

- (1) comply with all Requirements relating to the disposal of garbage;
- (2) comply with the requirements, as notified by the Body Corporate, of the Disposal System;
- (3) ensure that the health, hygiene and comfort of other persons is not adversely affected by disposal of garbage; and
- (4) if no receptacle is provided by the Body Corporate or designated as part of the Disposal System, maintain a receptacle for garbage.

17. SIGNAGE

17.1. An Owner must not allow a sign on any part of the Common Property or the Owner's Lot without the prior written consent of the Body Corporate.

17.2. The Body Corporate's consent under this By-law must not be unreasonably withheld and, subject to the Act and regulation module for the Principal Scheme, the Committee of the Body Corporate may give the Body Corporate's approval.

17.3. The Body Corporate may remove a sign to which it has not consented at the expense of the relevant Owner.

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

17.5. This By-law does not prevent the erection and maintaining of signage identifying Buildings, Facilities and Dedicated Areas (where relevant) or which is otherwise installed as part of the Development of the Schemes.

18. USE OF LOTS

18.1. An Owner must:

- (1) observe all Requirements in connection with the use of the Owner's Lot;
- (2) comply with the provisions of the Act in respect of maintenance and repair of a Lot;
- (3) allow the Body Corporate access to its Lot in the manner and circumstances provided for under the Act, including for the purposes of allowing the Body Corporate to exercise its rights under By-law 14 in respect of the matters the subject of By-law 14;
- (4) not impede the Body Corporate in the exercise of any of its duties and functions under the Act and regulation module for the Principal Scheme; and
- (5) not cause disturbance or nuisance to other persons lawfully using any Lot or Common Property.

18.2. Lots are intended to be used for residential purposes only (apart from the Manager's Lot). The Manager's Lot may be used for:

- (1) residential purposes; and
- (2) conducting the business associated with the engagement and authorisation of a service contractor and letting agent for the Scheme for so long as the Manager conducts that business.

18.3. Nothing in By-Law 18.2(2) prevents the Body Corporate authorising use of a Lot other than the Manager's Lot for conducting the business associated with the engagement and authorisation of a service contractor and letting agent for the Scheme where that business ceases to be associated with the Manager's Lot for a previous engagement or authorisation.

19. ACCIDENTS ON COMMON PROPERTY

19.1. Owners must:

- (1) give notice in writing to the Principal Body Corporate of any accident which:
 - (a) occurs on or arises out of or relates to Common Property or a Body Corporate Asset;
 - (b) involves the Owner any Invitee; and
- (2) include in a notice, all details required by an insurer; and
- (3) assist with any insurance claim arising out of an accident as reasonably required by the Principal Body Corporate.

20. INSURANCE

20.1. Owners must not do anything to or that would diminish or prejudice the Body Corporate's right to claim under insurance effected by the Body Corporate or make insurance more expensive for the Body Corporate to maintain.

21. BODY CORPORATE RIGHTS ABOUT SERVICES AND INFRASTRUCTURE

21.1. Subject to the provisions of the Act and the regulation module for the Principal Scheme, the Body Corporate may take steps to ensure the security of the Lots and Common Property and the observance of these By-laws by any Owner, including, without limitation:

- (1) restricting access to any part of the Common Property whether on a temporary or permanent basis including areas used for the location of utility services and utility infrastructure; and
- (2) determining rules under which persons are given access to any part of the Common Property.

21.2. The Committee of the Body Corporate must ensure that any parts of the Common Property used for:

- (1) electrical substations or control panels;
- (2) fire service control panels;
- (3) telephone exchanges; and
- (4) other services to the Lots and the Common Property of the Principal Scheme;

are kept locked unless there is a legal requirement to the contrary. Owners may not enter or open such areas without the consent of the Committee for the Body Corporate.

21.3. Owners must:

- (1) give prompt notice to the Body Corporate of any damage to, defect or disrepair of, utility services or utility infrastructure;

- (2) not overload any utility services or utility infrastructure; and
- (3) pay to the Body Corporate any costs incurred by the Body Corporate in upgrading any utility services or utility infrastructure to accommodate any equipment which an Owner wishes to install in a Lot (other than where upgrading and installation of utility infrastructure and utility services occurs as part of and is required for the Development of the Schemes).

22. DESIGNATED AREAS AND FACILITIES

22.1. The Committee of the Body Corporate may:

- (1) Designate any appropriate part of the Common Property to be used for a particular purpose or specify that Facilities may be used for particular purposes.
- (2) Notify Owners of conditions that apply to access and use of a designated area or Facility although the conditions must apply to all Owners and not (under this By-law) constitute the grant of exclusive or special rights to any one or more Owner to the exclusion of others.
- (3) Determine that designated areas of the Common Property be used to store equipment and consumables used for the performance of the Body Corporate's functions and duties.

22.2. The Committee of the Body Corporate may give any consent (unless a resolution of the Body Corporate is required under the Act and regulation module for the Principal Scheme) required under a condition referred to in By-law 22.1(2).

23. SECURITY

23.1. The Body Corporate may establish a security system and provide security services for the benefit of Owners.

23.2. Any security equipment installed on the Common Property for use in connection with a security system will remain the property of the Body Corporate and be maintained and repaired at the cost and expense of the Body Corporate, subject to the Body Corporate's obligations under the Act and regulation module for the Principal Scheme to recover costs for the provision of those services from users.

23.3. The Body Corporate may designate part of the Common Property to be used by any security person, firm or company and grant rights over it in accordance with the Act.

23.4. The Body Corporate may arrange for the installation of any utility infrastructure necessary for the operation of a security system for the benefit of Owners but subject to the Body Corporate complying with the Act in respect of any authorisation to install on Common Property and obtaining any required consent of an Owner if the utility infrastructure is located in a Lot.

23.5. The Body Corporate is not liable for any loss or damage suffered to any Owner or other person or property because:

- (1) the security system fails or there is unauthorised entry to any part of the Common Property or a Lot; or
- (2) the security system is not at any particular time operational.

23.6. Each Owner must allow the Body Corporate on the giving of reasonable notice (except in the case of emergency), to enter onto a Lot to attend to the repair and maintenance of any utility infrastructure used in connection with the provision of a security system and security services.

23.7. Each Owner must observe any conditions or requirements of the Body Corporate imposed as a condition of the use and operation of the security system or security services provided by the Body Corporate.

24. ELECTRICITY SUPPLY

24.1. If permitted by relevant legislation governing the supply of electricity, the Body Corporate may:

- (1) establish and maintain an electricity supply system ("System") for the Principal Scheme; and

- (2) as an on-supplier:
 - (a) purchase electricity from an electricity supplier; and
 - (b) on-supply electricity to Owners of Lots (collectively called "Receivers").
- 24.2. The Body Corporate may enter into agreements, contracts, licences, leases or other arrangements of any nature in connection with:
 - (1) the supply of electricity to the Body Corporate by an electricity supplier;
 - (2) the on-supply of electricity to Receivers; and
 - (3) Service Infrastructure used in connection with the System;including, without limitation, agreements contemplated by the regulation module for the Principal Scheme setting out the basis on which charges are made for supply of electricity and the recovery of the costs to the Body Corporate of supplying that service.
- 24.3. The Body Corporate must calculate charges for electricity supply to Receivers only as permitted under the relevant electricity legislation governing on-supply by the Body Corporate, and in any case, levy charges only to the extent required to ensure that the Body Corporate complies with its obligations to recover the costs of supplying the service to Receivers.
- 24.4. If the Body Corporate charges Receivers a tariff rate for the supply of electricity which is higher than the rate at which the Body Corporate purchases electricity from the electricity supplier, any surplus funds generated in the hands of the Body Corporate as a result must be applied by the Body Corporate to its administrative fund in reduction of liabilities of the Body Corporate and, in this way, for the benefit of Owners.
- 24.5. If the Body Corporate operates and maintains a System under this By-law, it may:
 - (1) enter into agreements with Receivers for the supply of electricity through the System, setting out the terms on which the Body Corporate will charge for the provision of electricity services under the System and recover the costs of providing that service (as required by the Act and Regulation Module for the Principal Scheme) including charges for:
 - (a) electricity supply;
 - (b) installation and connection to the System;
 - (c) servicing and maintenance of the System to the extent it is utilised in the provision of the service to a particular Receiver;
 - (d) disconnection and reconnection fees; and
 - (e) advance payments or security deposits to be provided in connection with electricity supply through the System;
 - (2) establish the basis of electricity charges for those Receivers which are not supplied by separate meter (if any) and for common areas for the Principal Scheme based on an estimate of electricity consumption taking into account the number and type of electrical fittings, points, installations, plant and equipment, and appliances and the use to which those are put by the relevant Receivers or the Body Corporate;
 - (3) establish a system of accounts and invoices in connection with the supply of electricity through the System and render those accounts to Receivers as appropriate;
 - (4) recover any amounts when due and payable from any Receiver under applicable accounts rendered and if an account is unpaid by the due date:
 - (a) recover any unpaid amount as a liquidated debt;

- (b) recover interest on any unpaid account;
 - (c) disconnect the supply of reticulated electricity to the relevant Receiver;
 - (d) charge a reconnection fee to restore electricity supply to that Receiver; and
 - (e) increase the advance payment or security deposit for electricity supply to the relevant Receiver.
- 24.6. The Body Corporate is not liable for any loss or damage suffered by any Receiver as a result of any failure of the supply of electricity due to breakdowns, repairs, maintenance, strikes, accidents or any other causes affecting the System.
- 24.7. The Body Corporate is not required to supply any Receiver with electricity to any greater extent than the electricity authority from which the Body Corporate obtains supply could provide at any given time.
- 24.8. Each Owner must:
- (1) allow the Body Corporate and its agents, contractors, or employees access to any Service infrastructure used in connection with the System;
 - (2) comply with all requirements of the Body Corporate imposed in connection with electricity supply through the System; and
 - (3) maintain any Service infrastructure used in connection with the System and which is located in or on a Lot and which is used in connection with electricity supply under the System.
- 24.9. Nothing in this By-law obliges a Receiver to purchase electricity from the Body Corporate or limits or restricts the rights of any Receiver to utilise Service Infrastructure under any implied easement or other right contained in the Act or other applicable legislation.

25. AUTHORISED ALLOCATIONS

- 25.1. Subject to By-law 25.2, the Developer (as original owner) may allocate exclusive use of parts of the Common Property or of Body Corporate Assets to Lots, including Subsidiary Schemes.
- 25.2. The Internal Harbour, the Boardwalk Areas within the Principal Scheme land and Berths are Common Property for the Principal Scheme and must be maintained by the Body Corporate for the Principal Scheme. The Internal Harbour and parts of the Boardwalk Areas in the Principal Scheme land must not be allocated under this By-law. Allocations of Berths may be made under By-law 35, but only on condition that the Body Corporate remains at all times responsible for the maintenance of the Berths allocated to Lots (without limiting the Body Corporate's ability to recover costs of that maintenance from owners of Lots to which allocations are made).
- 25.3. Unless the allocation states otherwise, Owners are liable for the maintenance of (subject to By-law 25.2), and operating costs for, allocated parts of Common Property.

26. PARKING

- 26.1. An Owner or Occupier must not park or stand a vehicle or bicycle on the Common Property other than in those parts of the Common Property allocated for car parking on an exclusive use basis or those other parts of the Common Property designated for standing or parking of vehicles or bicycles.
- 26.2. An Owner, Occupier or Invitee of a Lot shall not misuse visitor parking bays. Visitor parking bays on the Common Property shall be used only for their intended purpose of bona-fide casual parking for Invitees, and Occupiers must not use these spaces for the parking of their additional vehicles.
- 26.3. Use of any visitor parking bays for bona-fide casual parking by Invitees shall be limited to one week unless an extension is granted by the Committee (application via the Building Manager).
- 26.4. Occupants and Invitees must obey directions from the Building Manager in relation to parking in visitor parking bays and elsewhere on Common Property.

- 26.5. All vehicles may only be driven on the parts of the Common Property that are designed for that purpose and must be driven at a speed not exceeding 10km/h.
- 26.6. Owners and Occupiers must not park or permit to be parked, trucks and commercial vehicles, caravans, boats, trailers or recreational vehicles on a Lot, visitor parking bay or any other area of Common Property without the Body Corporate's consent and unless they are completely housed within a garage or carport or otherwise satisfactorily screened from view from public areas. (This clause regarding commercial type vehicles does not apply to service vehicles of tradesmen and contractors who are visiting the complex for short period on legitimate business for the Body Corporate or an Occupier.)
- 26.7. An approval under By-law 26.6 may be given by the Committee of the Body Corporate on conditions and must state the period for which it is given. The Committee may cancel any approval granted by giving 7 days written notice to the Owner or Occupier.
- 26.8. The Committee may direct an Owner or Occupier to remove anything referred to in By-law 26.6 or arrange for the removal at the Owner's or Occupier's cost. Each Owner and Occupier releases the Committee and the Body Corporate from any claim, action, or liability in connection with any action taken by the Body Corporate to rectify a failure on the part of the relevant Owner or Occupier to comply with this By-law.
- 26.9. If Approvals require visitor or public car parks to be maintained, Owners, Occupiers and the Body Corporate must not restrict access by visitors or the public to those spaces (other than for normal maintenance and repair) or take any action to exclude or prevent visitors or the public parking cars in those spaces or areas.

27. CODE

- 27.1. Owners and the Body Corporate must observe the Code.
- 27.2. A breach of the Code is a breach of these By-laws.

28. BOARDWALK EASEMENT

- 28.1. The Boardwalk Areas within the Principal Scheme land are Common Property for the Principal Scheme.
- 28.2. Subject to By-law 28.3, the Body Corporate is responsible for maintenance and upkeep of the Boardwalk Areas.
- 28.3. The Body Corporate will not be responsible for the maintenance of the Boardwalk Areas located on Reserve Land if the Local Government accepts responsibility for and undertakes the maintenance of this area.
- 28.4. Owners must not object to any restrictions imposed by the Body Corporate in respect of access to the Boardwalk Areas during periods of maintenance of the Boardwalk Areas and otherwise to the exercise by the Body Corporate of its statutory rights under the Act to perform works and enter Lots for the purpose of complying with its responsibilities and performing its functions.
- 28.5. Owners and Occupiers must not obstruct or impede the public in the use of the areas around the Internal Harbour and the Boardwalk Areas and must not do anything that would cause the Body Corporate to breach its obligations under easements over the Boardwalk Areas required under Assessing Authority Approvals to allow public access around the Internal Harbour and to the Boardwalk Areas. Owners must comply with the provisions of these By-laws and the other provisions of this community management statement that require them to grant access over and through Lots and Common Property (including Subsidiary Scheme lots and Subsidiary Scheme Common Property) during periods of maintenance to ensure continued access around the Internal Harbour and to the Boardwalk Areas.

29. KEEPING OF ANIMALS

- 29.1. Subject to the Act, the Owner or Occupier of a Lot must not, without the Principal Body Corporate's written approval, bring or keep an animal on a Lot or on the Common Property, or permit any Invitee to bring or keep an animal on a Lot or the Common Property.
- 29.2. The Body Corporate may in its absolute discretion give any consent required by this By-Law 29 in respect of 2 domestic animals that weigh 10 kilograms or less each or, where the Body Corporate otherwise determines as being suitable animals of another weight or size. The consent:

- (1) may be given subject to conditions;
 - (2) will be restricted to the animal the subject of the application;
 - (3) will not apply to any substitute or replacement animal; and
 - (4) subject to the Act and the regulation module for the Scheme, may be given by the Committee.
- 29.3. The consent of the original owner to an application by an Owner prior to the establishment of the Scheme to keep an animal on their Lot is a consent for the purpose of By-Law 29.1.
- 29.4. In addition to any conditions to the consent imposed under By-Law 29.2(1), an Owner bringing or keeping an animal on a Lot or Common Property must:
- (1) keep the animal inside the Owner's Lot;
 - (2) keep the animal on a leash or carry the animal when the animal is leaving or entering the Building or traversing Common Property;
 - (3) clean up any mess caused by the animal; and
 - (4) ensure the animal does not make any noise or cause any disturbance that is likely to interfere with the enjoyment of any other Lot or of the Common Property.
- 29.5. If, in default of By-Law 29.4(3), an Owner does not clean any mess caused by the animal, the Body Corporate may cause the mess to be cleaned and recover the Cost of doing so from the relevant Owner.
- 29.6. The Body Corporate may revoke any consent under this By-Law 29 if it receives justifiable complaints that any condition applying to the keeping of the animal is not being observed.
- 29.7. The Owner must not leave the animal in the Building unsupervised for more than 48 hours.
- 29.8. The Owner must permanently remove the animal from a Building within 7 days of receiving written notice from the Body Corporate of the revocation. Subject to the Act and the regulation module for the Scheme, the notice of revocation may be given by the Committee.
- 30. INVITEES**
- 30.1. An Owner must take all reasonable steps to ensure that Invitees do not obstruct any other persons' use of the Common Property or an Owner's Lot.
- 30.2. An Owner must compensate the Body Corporate for all damage to the Common Property caused by Invitees.
- 30.3. An Owner of a Lot must take all reasonable steps to ensure that Invitees comply with these By-laws.
- 31. NOTICE OF DEFECT**
- 31.1. The Body Corporate may, make repairs or renovations as it deems necessary for the safety and preservation of the Common Property, Body Corporate Assets, Services and Service infrastructure.
- 32. REQUEST TO SECRETARY**
- 32.1. An Owner must direct all requests for consideration of any matter to be referred to the Body Corporate or the Body Corporate Committee to the Secretary or Body Corporate Manager.
- 33. NOTICES**
- 33.1. All notices displayed on the Common Property by the Body Corporate or any statutory authority must be complied with by the Owners.
- 34. DEVELOPER'S RIGHTS**

- 34.1. Whilst the Developer (and any person to whom the Developer assigns its rights under this By-law) remains an owner of any Lot in the Scheme land (whether a Lot in the Scheme or a Lot in the Subsidiary Scheme) the Developer and its contractors, agents and those authorised by it, will be entitled:
- (1) to place such signs and other advertising and display material in and about the Lots, and about the Common Property which signs will in all respects be attractive and tasteful having regard to the visual and acoustic privacy of other Lots and the general aesthetics and amenity of the Principal Scheme land, and will not at any time, and from time to time be more, in terms of number and size, than is reasonably necessary;
 - (2) together with persons authorised by it, to pass over the Common Property (with or without vehicles and equipment) to gain access to and egress from any part of the Principal Scheme land;
 - (3) to carry out any building (including construction) of any improvements, or any other things done, on the Principal Scheme land and no objection will be made to the noise, nuisance or other inconvenience which might arise from that; and
 - (4) to use the Common Property or other Lots in the Principal Scheme to:
 - (a) give access to and egress from any part of the Principal Scheme land with or without vehicles and equipment (or either of them); and
 - (b) store building materials, vehicles, equipment or fill on the Principal Scheme land.
- 34.2. In exercising its rights under this By-law, the Developer will use reasonable endeavours to prevent undue interference with the enjoyment, by Lot Owners and Occupiers, of their respective Lot and the Common Property.
- 34.3. While any construction or building operations are occurring on the Principal Scheme land, Owners and Occupiers of Lots and Invitees must comply with the reasonable directions of the Developer (and persons authorised by it). In particular, they must comply with any altered traffic (vehicle and pedestrian) flow directions.

35. BERTHS

- 35.1. This By-law applies to and, in the case of an allocation made by the Developer under this By-Law, gives exclusive use (identified or to be identified, in Schedule E) or special rights in respect of, Berths constructed for the use of Owners of the Scheme and which are Body Corporate Assets or part of Common Property for the Principal Scheme.
- 35.2. Owners of Lots in the Principal Scheme may obtain rights to access and use Berths:
- (1) By allocation made by the Developer or the Developer's agent; or
 - (2) By lease or licence from the Body Corporate ("Berth Licences");
- on the terms of this By Law.
- 35.3. The Body Corporate may establish and maintain a system for the granting of access and use rights for Berths under Berth Licences with Owners. Berth Licences:
- (1) must be in the form approved by the Committee from time to time; and
 - (2) must specify the conditions on which the Owner may have access to or use of the Berth or relevant part of the Berth which may include, without limitation:
 - (a) a requirement for the payment to the Body Corporate of a charge for use (sufficient to cover a proportionate part of the Costs to the Body Corporate of maintaining and operating the Berth);
 - (b) a term making the Owner responsible for the operating costs for the part of the Berth the subject of the Berth Licence;
 - (c) limits to the duration of the access and use rights;

- (d) restrictions on the transferability of the access and use rights;
- (e) default and termination clauses; and
- (f) obligations ensuring that all activities carried on by the Owner in the Berth do not in any way breach any term or condition of the lease, licence or authority under which the Body Corporate derives its right to occupy the area on which the Berth is situated or any Approval or requirement of a Government Agency in respect of the Berth.

35.4. In entering into Berth Licences, the Body Corporate must comply with the provisions of the regulation module for the Principal Scheme relating to the dealing with (including disposal of) Body Corporate Assets and interests in the Common Property.

35.5. The Developer or the Developer's agent (as notified in writing to the Body Corporate from time to time) is authorised under this By-law to allocate access and use rights in respect of the Berth to the occupiers of lots specified in the allocation made by the Developer or the Developer's agent. An allocation may be made under this By Law 35.5 on conditions including:

- (1) that the Owner is responsible for the operating costs for, the parts of the Berth for which those rights are given;
- (2) that the Owner pay a charge to the Body Corporate for the access and use rights allocated (sufficient to cover a proportionate part of the Costs to the Body Corporate of maintaining and operating the Berth); and
- (3) that the Owner sign an agreement in the same format as a Berth Licence to reflect the conditions of the allocation made by the Developer or the Developer's agent (as the case requires).

If no specification is contained in an allocation about obligations to meet the operating costs for parts of the Berth, the Owner is taken to be responsible for the maintenance of and operating costs for the part of the Berth the subject of the allocation.

35.6. A Berth Licence or an allocation under this By-law 35 cannot make the relevant Owner responsible for performance of maintenance, renewal and replacement of the relevant Berth and the Body Corporate remains at all times responsible for those functions but without limiting the Body Corporate's ability to recover costs of doing those things in respect of the relevant Berth.

35.7. Each Owner acknowledges that access and use rights referred to in this By-law for the Berth may not be available to all Owners as a consequence of:

- (1) the terms on which Approvals are issued by relevant Assessing Authorities for the Berth and, in particular, restrictions on the number of Berths or permitted users of a Berth; or
- (2) the prior grant of Berth Licences or making of allocations under this By Law in connection with the Berth.

35.8. Nothing in this By-law requires the Developer to make allocations under By-law 35.5 or limits any right of the Developer under a lease of the Internal Harbour with the Body Corporate.

35.9. The Berth allocated to the Body Corporate (Berth A) has a maximum of 48 hour mooring for any boat in any period. Short term drop offs and collections are permitted without prior notice, but any longer stay (up to 48 hours) must be by arrangement with the Building Manager.

36. EXCLUSIVE USE - CAR PARKS

36.1. The original owner or the original owner's agent is authorised to allocate to Owners of Lots exclusive use of parts of the Common Property identified by the original owner or the original owner's agent for the purpose of car parking.

36.2. The original owner may make allocations under By-Law 36.1 subject to conditions, including conditions in respect of the maintenance and cleaning of any part of the Common Property over which exclusive use is given.

36.3. Owners have exclusive use of these parts of Common Property identified in Schedule E for the purpose of car parking.

36.4. Without limitation to By-law 36.1, the Body Corporate:

- (1) is responsible for undertaking cleaning and maintenance works in respect of any area allocated to Owners under By-Law 36.1 or identified in By-Law 36.3; and
- (2) may issue invoices to Owners to recover the costs of maintenance and cleaning of areas allocated to Owners under By-Law 36.1 to the extent required to ensure that the Body Corporate complies with its obligations to recover the costs of the provision of cleaning and maintenance services to the Owners who have exclusive use of areas allocated under By-Law 36.1 or identified under By-Law 36.3.

37. EXCLUSIVE USE - STORAGE

37.1. The original owner or the original owner's agent is authorised to allocate to Owners of Lots exclusive use of parts of the Common Property, identified by the original owner or the original owner's agent for the purpose of storage.

37.2. The original owner may make allocations under By-Law 37 subject to conditions, including conditions in respect of the maintenance and cleaning of any part of the Common Property over which exclusive use is given.

37.3. Owners have exclusive use of these parts of Common Property identified in Schedule E for the purpose of storage.

37.4. Without limitation to By-law 37.1, the Body Corporate:

- (1) is responsible for undertaking cleaning and maintenance works in respect of any area allocated to Owners under By-Law 37.1 or identified in By-Law 37.3; and
- (2) may issue invoices to Owners to recover the costs of maintenance and cleaning of areas allocated to Owners under By-Law 37.1 to the extent required to ensure that the Body Corporate complies with its obligations to recover the costs of the provision of cleaning and maintenance services to the Owners who have exclusive use of areas allocated under By-Law 37.1 or identified under By-Law 37.3.

37.5. The Body Corporate may allow Owners to construct storage cages within areas allocated to Owners under By-law 37.1 or identified in By-Law 37.3 on condition that:

- (1) construction does not breach any Requirement, including the conditions of the Approval;
- (2) access to car parks is not restricted or impeded;
- (3) storage cages are used for the purpose of storage only; and
- (4) in constructing storage cages all Requirements are complied with, including the requirements of the Body Corporate as notified and determined by the Committee of the Body Corporate.

37.6. The Committee may establish procedures and requirements for the construction of storage cages on areas referred to in By-Law 37.2 or 37.3.

38. EXCLUSIVE USE- PRIVATE COURTYARDS

38.1. The original owner or the original owner's agent is authorised to allocate to Owners of Lots exclusive use of parts of the Common Property, identified by the original owner or the original owner's agent for the purpose of private courtyards.

38.2. The original owner may make allocations under By-Law 38 subject to conditions, including conditions in respect of the maintenance and cleaning of any part of the Common Property over which exclusive use is given.

38.3. Owners have exclusive use of these parts of Common Property identified in Schedule E for the purpose of private gardens.

38.4. Without limitation to By-law 38.1, the Body Corporate:

- (1) is responsible for undertaking cleaning and maintenance works in respect of any area allocated to Owners under By-Law 38.1 or identified in By-Law 38.3; and
 - (2) may issue invoices to Owners to recover the costs of maintenance and cleaning of areas allocated to Owners under By-Law 38.1 to the extent required to ensure that the Body Corporate complies with its obligations to recover the costs of the provision of cleaning and maintenance services to the Owners who have exclusive use of areas allocated under By-Law 38.1 or identified under By-Law 38.3.
- 38.5. An Owner to which an exclusive use allocation has been made must ensure that water used in watering or hosing anything within the private garden area is not drawn from an outlet serving the Common Property other than the exclusive use area. The intent of this By-Law is that the water used in connection with the private garden:
- (1) is drawn from the metered supply to the Lot to which the exclusive use entitlement has been allocated (such that the cost of water is payable by the Owner of the Lot to the Local Government or other service provider that supplies the water);
 - (2) is not drawn from the metered supply to another Lot to which an exclusive use entitlement has been allocated (such that the cost of water would be payable by the Owner of that Lot); and
 - (3) is not drawn from the metered supply to the Common Property net of the exclusive use areas (such that the cost of the water would be payable by the Body Corporate and be recovered from all Owners through their contributions to the Body Corporate's administrative fund).

SCHEDULE D	OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED
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39. DEFINITIONS

- 39.1. In this Schedule D, terms that are defined in Schedule B and Schedule C have the same meaning but to the extent of any inconsistency the definitions in this Schedule D prevail. Otherwise:
- (1) **Architectural Design** means design and construction of improvements on Principal Scheme land;
 - (2) **Assessing Authority** has the same meaning given to it under the Integrated Planning Act 1997;
 - (3) **Boardwalk Areas** means the boardwalk area comprised or to be comprised within the Principal Scheme land and on the Reserve Land and includes any modified area required for the boardwalk;
 - (4) **Boardwalk Facilities** means the boardwalk facilities in Boardwalk Areas;
 - (5) **Buffer Area** means any parts of the Principal Scheme land the use of which is subject to an Assessing Authority requirement concerning the retention or enjoyment of landscaping whether comprised of existing vegetation or added vegetation;
 - (6) **Buffer Plan** means a plan which an Assessing Authority requires the Body Corporate and Owners to observe for purposes of the management and preservation of a Buffer Area;
 - (7) **Common Property** means the common property for the Principal Scheme;
 - (8) **Cultural Heritage Management Plan** means a plan which an Assessing Authority requires the Body Corporate to enter into for the purposes of management and preservation of the Cultural Heritage Precinct;
 - (9) **Cultural Heritage Precinct** means land in the Principal Scheme or the Subsidiary Scheme and which is designated, such as in a Cultural Heritage Management Plan;
 - (10) **EMP** means an environmental management plan under an Assessing Authority Approval or otherwise referred to in this community management statement, copies of which are retained and available for inspection at the office of the Body Corporate Manager for the Schemes;
 - (11) **Governmental Agency** means any government and any governmental body whether:

- (a) legislative, judicial or administrative;
- (b) a department, commission, authority, tribunal, agency or entity; or
- (c) commonwealth, state, territorial or local;

but does not include a governmental body in respect of any service or trading functions as distinguished from regulatory or fiscal functions;

- (12) **Landscaping** includes the construction of fences, retaining walls, other landscaping features drains, excavations, removal of materials and construction of picnic tables, shelters, barbeques, trails, bikeways and other similar facilities;
- (13) **Lot** means a lot in the Principal Scheme;
- (14) **Management Plans** means (as amended from time to time):
 - (a) the "Maintenance Dredging & On Site Excavations Management Plan" (Issue 6) prepared by Weathered Howe, dated 14 May 2003; and
 - (b) the "Acid Sulphate Management Plan" contained in the Approvals applying to the Principal Scheme land on establishment,

copies of which are retained and available for inspection at the office of the Body Corporate Manager for the Scheme;

- (15) **Permissible Activities** means activities approved by the relevant Assessing Authority, Government Agency or agreed with relevant indigenous groups as being appropriate for the Cultural Heritage Precinct;
- (16) **Permissible Development** means development consistent with any Buffer Plan; and
- (17) **Works** means works (consistent with all Approvals) which are required to be completed in the course of Development or any other works undertaken for or in connection with Development.

40. STATEMENT OF INTENT

40.1. The purpose of this Architectural and Landscaping Code is:

- (1) to ensure a high standard of design and construction for Development on the Principal Scheme land to protect the investment of Owners and ensure that the Buildings, Common Property, Facilities, Dedicated Areas and utility infrastructure and services are maintained.
- (2) enhance the visual attractiveness of the Schemes and provide a coordinated and consistent Development style and standard.
- (3) to ensure that design and landscaping conditions of Approvals are complied with.
- (4) to ensure that sensitive environmental areas, including Buffers Areas, the Internal Harbour and Broadwater frontage of the Principal Scheme land are protected and preserved; and
- (5) to ensure that the Common Property and Lots are Landscaped to a consistently high standard.

41. INTERNAL HARBOUR, BOARDWALK AREAS, REVETMENT WALLS AND ACCESS CHANNEL

41.1. The Internal Harbour and the Boardwalk Areas (in part) are Common Property for the Principal Scheme.

41.2. Under the Act, the Body Corporate has a statutory responsibility to administer, manage and control the Common Property and to maintain the Common Property and Body Corporate Assets. Under the Act, the Body Corporate cannot waive or limit the exercise of its responsibilities and obligations referred to in this clause 3.2 or contract out of the provisions of the Act.

41.3. The Body Corporate is also responsible for maintenance of the Access Channel, Revetment Walls on the Reserve Land and will be responsible for the maintenance of parts of the Boardwalk Areas located on Reserve Land (other than to the extent that the Local Government accept responsibility for and undertake the maintenance of such area) under the terms of Assessing Authority Approvals, commitments and undertakings given to the Assessing Authority and Government Agencies and the provisions of this community management statement. Acceptance of that responsibility enhances the amenity of the Principal Scheme land for the benefit of members of the Principal Scheme.

41.4. In the exercise and discharge of its statutory powers, functions and responsibilities in respect of the Common Property (including the Internal Harbour) and Body Corporate Assets, its obligations under Assessing Authority Approvals and undertakings and commitments given to Government Agencies, and the provisions of this community management statement the Principal Scheme Body Corporate must maintain:

- (1) the Internal Harbour,
- (2) the Access Channel;
- (3) Revetment Walls within and outside the Principal Scheme land; and
- (4) the Boardwalk Areas within and outside the Principal Scheme land (other than to the extent that to the Local Government accept responsibility for and undertake the maintenance of the Boardwalk areas outside the Principal Scheme land);

in good condition including to the extent that they are structural in nature, in a structurally sound condition.

41.5. Without limiting clause 41.4, the Body Corporate is responsible for:

- (1) maintenance and upkeep dredging of the Internal Harbour;
- (2) maintenance and upkeep of the full length of the Access Channel including any rock training walls in or abutting it and maintenance and upkeep dredging of the Access Channel;
- (3) maintenance and upkeep of the Revetment Walls along the entire length of the Internal Harbour and on any Reserve Land;
- (4) ensuring implementation and compliance with the requirements of the EMP and Management Plans by the Principal Scheme Body Corporate to undertake that compliance;
- (5) ensuring the ongoing maintenance of the entire area of the Access Channel and the Internal Harbour including management of acid sulphate soils and all other requirements and responsibilities contained within the EMP and Management Plans;
- (6) ensuring that all employees, staff, contractors and subcontractors or any other person or entity responsible for carrying out the requirements of the maintenance, dredging and on-site excavations management (in accordance with the Management Plan and EMP) is provided with a photocopy of the Management Plans and the EMP; and
- (7) ensuring compliance by service contractors and consultants or other persons or entities undertaking maintenance, dredging and on-site excavations management with the requirements of the Management Plans

41.6. For the purpose of enabling the Body Corporate to carry out:

- (1) its functions and obligations under the Act; and
- (2) obligations in and referred to in this clause 41 and the other provisions of this community management statement;

the Body Corporate can and must:

- (3) restrict access of Owners to the extent it considers necessary during periods of maintenance of Common Property for the Principal Scheme specific to areas the subject of this clause 41;
- (4) as it considers reasonably necessary, enter and authorise any service contractor or consultant engaged by it to enter, pass over or through, any Lot or Common Property (including Subsidiary Scheme lots and Subsidiary Scheme Common Property); and
- (5) to ensure the continued provision of access around the Internal Harbour and to the Boardwalk Areas for Owners, Occupiers and the public during maintenance, require Owners and Occupiers to allow other Owners and Occupiers and the public to pass through or over Lots and Common Property (including Subsidiary Scheme lots and Subsidiary Scheme Common Property) abutting the Internal Harbour and Boardwalk Areas.

41.7. The terms of arrangements for access referred to in clause 41.6(5) include:

- (1) A limit to the access area of 1 metre, more or less, immediately adjoining the relevant part of the Internal Harbour or Boardwalk Areas.
- (2) If Common Property (including Common Property of the Subsidiary Scheme) abuts the Internal Harbour or Boardwalk Areas, the Body Corporate for the Principal Scheme or the relevant Subsidiary Scheme must allow access to the public over that Common Property to the same extent that Owners and Occupiers must allow access over and through Lots during maintenance.

41.8. The Body Corporate may prohibit an Owner and any Occupier of a Lot or Common Property (including Subsidiary Scheme lots and Subsidiary Scheme Common Property) undertaking works on or within the Lot or Common Property (including Subsidiary Scheme lots and Subsidiary Scheme Common Property) or any part of it, or otherwise undertaking Development on or in the Lot or Common Property (including Subsidiary Scheme lots and Subsidiary Scheme Common Property), without the prior written approval of the Body Corporate where the works or Development might affect the Body Corporate's obligations or the rights of access referred to under this clause 41.

41.9. The rights of access given to the Body Corporate under this clause 41 extend to any service contractors or employees of the Body Corporate authorised by the Body Corporate to assist it to perform and exercise its rights under this clause 41.

41.10. The Body Corporate must give reasonable notice (other than in an emergency, in which case no notice is required) to the relevant Owner or Occupiers for the purposes of entering a Lot or Common Property (including Subsidiary Scheme lots and Subsidiary Scheme Common Property) or authorising access under this clause 41. For the purpose of this clause 41 and without limiting the right of the Body Corporate to specify a shorter notice period if the circumstances require it, a period of 7 days notice will constitute reasonable notice.

41.11. The Principal Body Corporate has power to:

- (1) perform works for maintenance referred to in this clause 41; and
- (2) enter into engagements with service contractors or consultants to assist it in the performance of its statutory functions and other responsibilities,

and the Body Corporate may exercise those powers for the purpose of fulfilling and performing its responsibilities under this clause 41 relating to the Internal Harbour, the Access Channel, Revetment Walls and the Boardwalk Areas. Engaging service contractors or consultants does not relieve the Body Corporate of responsibility for the performance of its obligations referred to in this clause 41.

41.12. In maintaining the Common Property and performing its statutory functions and responsibilities in respect of the Common Property, including the Internal Harbour, and its obligations for the Access Channel, Revetment Walls and Boardwalk Areas, the Body Corporate must at all times observe the EMP and the Management Plans.

41.13. Any Development of the Principal Scheme land or any Subsidiary Scheme land must not result in the reconfiguration by any subdivision of the boundaries of the Internal Harbour from the boundaries of those areas on establishment of the Principal Scheme.

- 41.14. Owners must not undertake any Development or Works for the purpose of Development on Lots or Common Property (including Subsidiary Scheme lots and Subsidiary Scheme Common Property) that adversely affects or impacts on those parts of the Common Property comprised in the Internal Harbour.

42. CULTURAL HERITAGE PRECINCT

- 42.1. Each Owner and the Body Corporate acknowledge and agree that:
- (1) only Permissible Activities may be undertaken in the Cultural Heritage Precinct;
 - (2) no Development may be undertaken on the Cultural Heritage Precinct unless permitted by the relevant Assessing Authority or Government Agency;
 - (3) there must be no damage to any vegetation in the Cultural Heritage Precinct or interference with any sand, stone or gravel or other disturbance of the land; and
 - (4) the Cultural Heritage Precinct may be fenced off and access restricted and the Body Corporate is responsible for the maintenance and up keep of any fencing or other defining barrier or similar improvements.
- 42.2. An Assessing Authority or Government Agency may require:
- (1) the Body Corporate; and/or
 - (2) any Owner, including the original owner, of which the Cultural Heritage Precinct forms a part to enter into a Cultural Heritage Management Plan to:
 - (3) ensure appropriate management and control of Development and activities within the Cultural Heritage Precinct;
 - (4) secure compliance with the conditions of any Approval or other Requirement that affects the Cultural Heritage Precinct; and
 - (5) secure control and maintenance of existing vegetation and prevent the introduction of inappropriate vegetation in the Cultural Heritage Precinct.
- 42.3. The terms of any Cultural Heritage Management Plan are binding on Owners and the Body Corporate as if they formed a part of this Code.
- 42.4. The Body Corporate and any Owner of a Lot, including the original owner, of which the Cultural Heritage Precinct forms a part must execute any Cultural Heritage Management Plan or other document giving effect to a Cultural Heritage Management Plan if required by the relevant Assessing Authority or Government Agency.
- 42.5. The Body Corporate may enter into agreements concerning the upkeep and control and management of the Cultural Heritage Precinct with relevant stakeholders about its obligations under this Code.
- 42.6. If an Assessing Authority requires a Cultural Heritage Management Plan or other agreement to be executed with respect to the Cultural Heritage Precinct as a condition of an Approval, the Cultural Heritage Management Plan or agreement must be executed by, as the case requires:
- (1) the Body Corporate; and/or
 - (2) any relevant Subsidiary Scheme Body Corporate; and/or
 - (3) any Owner of a Lot containing any part of the Cultural Heritage Precinct.

43. PUBLIC BOARDWALK MAINTENANCE

- 43.1. The Body Corporate and each Owner acknowledges that:

- (1) the original owner is required by the Local Government, as a condition of Approvals, to construct Boardwalk Facilities on the 5 metre walkway adjacent to the Internal Harbour and in the Boardwalk Areas;
 - (2) the Boardwalk Facilities will be used by the public and Owners;
 - (3) ongoing maintenance of the Boardwalk Facilities and all Boardwalk Areas is the responsibility of the Body Corporate except to the extent that the Local Government accept responsibility for and undertake the maintenance of the Boardwalk Areas on Reserve Land; and
 - (4) Owners receive a benefit from the upkeep of the Boardwalk Facilities and Boardwalk Areas by the Body Corporate as they have the right to use those facilities in conjunction with the public.
- 43.2. If required by the Local Government, the Body Corporate must enter into and execute an agreement with the Local Government for the upkeep and maintenance of the Boardwalk Facilities and the committee of the Body Corporate is authorised to consent to entry into that agreement on behalf of the Body Corporate and to arrange for execution of the agreement under the seal of the Body Corporate.
- 43.3. The Body Corporate and Owners must observe the terms of an easement required to be given in favour of the Local Government over the Boardwalk Area and not impede or restrict public access to the Boardwalk Area (other than where necessary on a temporary basis for maintenance, repair or replacement purposes) but subject to the obligations in this Code and the By-laws in Schedule C of this community management statement to provide alternative access at all times during maintenance periods.

44. BUFFER AREA

- 44.1. Each Owner and the Body Corporate acknowledge and agree that:
- (1) only Permissible Development may be undertaken in a Buffer Area; and
 - (2) without limiting clause 44.1(2), Development on any Lot or Common Property must avoid, and not result in, any of the following consequences, unless permitted by the relevant Assessing Authority:
 - (a) damage to any vegetation in a Buffer Area;
 - (b) interference with any sand, stone or gravel or the carrying out of drainage works;
 - (c) the establishment of permanent improvements or replacement of existing improvements within a Buffer Area; and
 - (d) damage to the amenity of the Broadwater or the Internal Harbour (including the Access Channel).
- 44.2. An Assessing Authority may require:
- (1) the Body Corporate; and/or
 - (2) any Owner of a Lot, including the original owner, of which the Buffer Area forms a part; to enter into a Buffer Plan with a relevant Assessing Authority to:
 - (3) ensure appropriate management of Development within the Buffer Area; and
 - (4) secure compliance with the conditions of any Approval that affects the Buffer Area.
- 44.3. The terms of any Buffer Plan must be observed by the Body Corporate and Owners and are binding on them. A failure to observe a relevant Buffer Plan is a breach of this Code.
- 44.4. The Body Corporate and any Owner of a Lot, including the original owner, of which the Buffer Area forms part must execute any Buffer Plan or other" document giving effect to a Buffer Plan if required by the relevant Assessing Authority.

45. LOCAL GOVERNMENT REQUIREMENTS

- 45.1. In addition to the requirements of the Developer's Development Approval, development of the Principal Scheme Land, including Lots, must comply with the lawful requirements of Assessing Authorities for design, construction and Landscaping.
- 45.2. Without limitation to clause 45.1, the Body Corporate and each Owner must ensure that:
- (1) Landscaping on Common Property or Lots respectively is maintained to the satisfaction of the Assessing Authority;
 - (2) all Landscaping complies with the Landscape Plan;
 - (3) existing vegetation on the land in the Schemes is retained in its natural state as far as it is practicable to do so, and
 - (4) no clearing, other than as permitted by an Assessing Authority or for general maintenance (including weed control and removal of debris) occurs without the prior approval of the relevant Assessing Authority.
- 46. NO RESTRICTION**
- 46.1. Nothing in this Landscaping and Architectural code restricts or limits the operation of any Approval affecting the Scheme Land or limits the right of an Assessing Authority to impose conditions on future Development of the land in the Schemes.
- 47. AMENDMENTS TO CODE**
- 47.1. Each Owner and the Body Corporate acknowledges that a change to this Architectural and Landscaping code is an issue, within the meaning of section 60(6) of the Act, that the Assessing Authority could have regard to for identifying an inconsistency referred to section 60(4) of the Act.
- 48. WORKS MUST COMPLY**
- 48.1. Any Works must comply with applicable Requirements for those Works including:
- (1) the provisions of Approvals;
 - (2) the Management Plans, Landscape Plan, EMP and any Buffer Plan or Cultural Heritage Management Plan; and
 - (3) the terms of this Code.
- 49. COMPLIANCE**
- 49.1. The Management Plan, Landscape Plan, EMP, any Buffer Plans or Cultural Heritage Management Plans must be complied with by the Body Corporate and Owners and a failure to do so is a breach of this Code.
- 50. GENERAL REQUIREMENTS FOR WORKS**
- 50.1. Without limiting anything else in this Code, if an Owner wishes to undertake Works, an Owner must:
- (1) observe all Requirements in respect of those Works and obtain any necessary Approval for those Works;
 - (2) comply with the provisions of the Act in respect of the conduct of those Works;
 - (3) notify the Committee of the Owner's intention to undertake Works and provide the Committee with copies of any information about the Works reasonably requested by the Committee which may include:
 - (a) copies of Development Approvals and permits applicable for the Works;
 - (b) copies of plans and drawings in respect of the Works;

- (c) copies of insurance in respect of the Works and the terms of any contract with a builder or service contractor in respect of the Works; and
 - (d) evidence reasonably required by the Committee to satisfy itself that the Works will not breach a term of this Code;
 - (4) meet all costs of Works and any costs of restoration of the common property necessitated as a consequence of the Works;
 - (5) undertake the Works in a manner that minimises disturbance to other Owners or occupiers of Lots and observe any reasonable directions of the Committee of the Body Corporate given to ensure minimal disruption to other Owners;
 - (6) give reasonable notice to the Committee of the Body Corporate of the anticipated duration of the Works, the times at which access will be required in respect of the Works to parts of the Scheme land other than the Lot and identify all service contractors that will require access ; and
 - (7) keep the Committee of the Body Corporate informed as to the progress of the Works and respond to requests for information from the Committee promptly during the Works.
- 50.2. Clause 50.1 of this Code does not apply to limit the Developer's rights to complete Development of the Scheme land as forecast in this CMS or to exercise rights under By-Law 34 in Schedule C of this CMS.
- 50.3. Hard floor surfaces e.g. tiling, timber etc. must not be installed without the prior written consent of the Body Corporate - this includes any replacement of an existing hard floor surface. Where hard floor surfaces are installed, the Body Corporate may specify acoustic ratings which must be maintained which will be for hard floors over habitable areas between the Lot and any adjoining or adjacent lot:
- (1) acoustic rating IIC60 for bedrooms, dining areas, living areas, studies and kitchens; and
 - (2) acoustic rating IIC55 for bathrooms, laundries and hallways.
- 50.4. This Code does not prevent an Owner from undertaking Works for the installation of:
- (1) any locking or other safety device for protection of its Lot against intruders; or
 - (2) any screen or other device to prevent entry of animals or insects upon its Lot,
- provided that the Works are constructed in a workman-like manner in accordance with relevant Requirements and so as to maintain the fire-rating integrity as required, maintained in a state of good and serviceable repair by the Owner, and do not detract from the good appearance of the Building.
- 51. RESPONSIBILITY FOR CONTRACTORS**
- 51.1. Owners are responsible for any damage, costs or other liabilities arising out of the undertaking of the Works, including damage, costs or liabilities caused by service contractors engaged by the Owner in connection with the Works.
- 51.2. If damages, costs or liabilities are suffered or incurred by the Body Corporate in respect of Common Property, Body Corporate assets or parts of Buildings that are the responsibility of the Body Corporate, the Body Corporate may recover those costs, liabilities or damages from the Owner as a liquidated debt and regardless of whether those costs, damages or liabilities are caused by the Owner or service contractors engaged or authorised by the Owner in connection with the Works.

SERVICES LOCATIONS DIAGRAM

Service easements as defined in the Body Corporate and Community Management Act 1997 are present on the Scheme land. The approximate location of these services are shown on the Services Location Diagrams in Annexure B of this community Management Statement.

STATUTORY EASEMENTS

The following statutory easements under the Land Title Act apply to the lots (including the common property) in the Scheme as follows:

Lot Description	Statutory Easement	Service Location Diagrams (page no. of CMS)
Common Property	The common property, to the extent applicable and necessary having regard to the relative positioning of the Lots and the common property in respect of each other has the benefit and burden of the statutory easements for: • Support • Shelter • Projections • Utility services and infrastructure (including, but not limited to, those easements described in the Service Location Diagram)	Pages 70 to 78
All Lots	Each Lot, to the extent applicable and necessary having regard to the relative positioning of the Lots in respect of each other has the benefit and burden of the statutory easements for: • Support • Shelter • Projections • Utility services and infrastructure (including, but not limited to, those easements described in the Service Location Diagram)	

SCHEDULE E	DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY
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Lot on Plan	Exclusive Use Area (as identified on the sketch plans in Annexure C)	Use
Lot 1101 on SP 174599	C112 & C113	Car Park
	S108 S109 & S112	Storage
Lot 1102 on SP 174599	C126 & C127	Car Park
	S113&S114	Storage
Lot 1103 on SP 174599	C138 & C139	Car Park
	S133	Storage
Lot 1104 on SP 174599	C106 & C107	Car Park
	S103	Storage
Lot 1201 on SP 174599	C114&C115	Car Park
	S115 & S116	Storage
Lot 1202 on SP 174599	C116&C117	Car Park
	S106 & S107	Storage
Lot 1203 on SP 174599	C108 & C109	Car Park
	S131	Storage
Lot 1204 on SP 174599	C136 & C137	Car Park
	S132, S134 & S135	Storage
Lot 1301 on SP 174599	C124 & C125	Car Park
	S123 & S124	Storage
Lot 1302 on SP 174599	C102, C103, C104 & C105	Car Park
	S102 & S104	Storage
Lot 1304 on SP 174599	C140 & C141	Car Park
	S136 & S137 & S105	Storage
Lot 1401 on SP 174599	C122, C123, C128 & C129	Car Park
	S121, S122, S125 & S126	Storage
Lot 1403 on SP 174599	C110&C111	Car Park
	S110&S111	Storage
Lot 1404 on SP 174599	C134 & C135	Car Park
	S130	Storage
Lot 1501 on SP 174599	C130 & C131 & C132	Car Park
	S127 & S128	Storage
Lot 1502 on SP 174599	C118 & C119	Car Park
	S117&S118	Storage

Lot 1503 on SP 174599	C101 & C133	Car Park
	S101 & S129	Storage
Lot 1601 on SP 174599	C120 & C121	Car Park
	S119&S120	Storage
Lot 2101 on SP 174600	C231 & C232	Car Park
	S232	Storage
Lot 2102 on SP 174600	C237 & C238	Car Park
	S214	Storage
Lot 2103 on SP 174600	C247 & C248	Car Park
	S228	Storage
Lot 2104 on SP 174600	C257 & C258	Car Park
	S212	Storage
Lot 2105 on SP 174600	C220 & C221	Car Park
	S220	Storage
Lot 2106 on SP 174600	C210 & C211	Car Park
	S207	Storage
Lot 2201 on SP 174600	C233 & C234	Car Park
	S231	Storage
Lot 2202 on SP 174600	C235&C236	Car Park
	S213	Storage
Lot 2203 on SP 174600	C241 & C242	Car Park
	S202	Storage
Lot 2204 on SP 174600	C263 & C264	Car Park
	S211	Storage
Lot 2205 on SP 174600	C225 & C226	Car Park
	S222	Storage
Lot 2206 on SP 174600	C204 & C205	Car Park
	S204	Storage
Lot 2301 on SP 174600	C259 & C260	Car Park
	S235	Storage

Lot 2302 on SP 174600	C239 & C240	Car Park
	S216	Storage
Lot 2303 on SP 174600	C245 & C246	Car Park
	S225	Storage
Lot 2304 on SP 174600	C202 & C203	Car Park
	S205	Storage
Lot 2305 on SP 174600	C222 & C223	Car Park
	S221	Storage
Lot 2306 on SP 174600	C214 & C215	Car Park
	S209	Storage
Lot 2401 on SP 174600	C253 & C254	Car Park
	S229 & S230	Storage
Lot 2402 on SP 174600	C243 & C244	Car Park
	S218	Storage
Lot 2403 on SP 174600	C249 & C250	Car Park
	S224	Storage
Lot 2404 on SP 174600	C212 & C213	Car Park
	S210	Storage
Lot 2405 on SP 174600	C216 & C217	Car Park
	S215 & S217	Storage
Lot 2406 on SP 174600	C208 & C209	Car Park
	S208	Storage
Lot 2501 on SP 174600	C227 & C228	Car Park
	S223	Storage
Lot 2502 on SP 174600	C251 & C252	Car Park
	S226 & S227	Storage
Lot 2503 on SP 174600	C255 & C256	Car Park
	S234	Storage
Lot 2504 on SP 174600	C265&C266	Car Park
	S203	Storage

Lot 2505 on SP 174600	C218 & C219	Car Park
	S219	Storage
Lot 2506 on SP 174600	C261, C262 & C224	Car Park
	S236	Storage
Lot 2601 on SP 174600	C229 & C230	Car Park
	S233	Storage
Lot 2602 on SP 174600	C201, C206 & C207	Car Park
	S201 & S206	Storage
Lot 3101 on SP 174601	C314 & C315	Car Park
	S309	Storage
Lot 3102 on SP 174601	C348	Car Park
	S331	Storage
Lot 3103 on SP 174601	C316 & C317	Car Park
	S317	Storage
Lot 3104 on SP 174601	C318 & C319	Car Park
	S316	Storage
Lot 3105 on SP 174601	C333	Car Park
	S324	Storage
Lot 3106 on SP 174601	C320 & C321	Car Park
	S315	Storage
Lot 3201 on SP 174601	C312 & C313	Car Park
	S308	Storage
Lot 3202 on SP 174601	C350	Car Park
	S310	Storage
Lot 3203 on SP 174601	C349	Car Park
	S311	Storage
Lot 3204 on SP 174601	C332	Car Park
	S318	Storage
Lot 3205 on SP 174601	C331	Car Park
	S319	Storage

Lot 3206 on SP 174601	C322 & C323	Car Park
	S314	Storage
Lot 3301 on SP 174601	C310 & C311	Car Park
	S307	Storage
Lot 3302 on SP 174601	C334	Car Park
	S323	Storage
Lot 3303 on SP 174601	C347	Car Park
	S332	Storage
Lot 3304 on SP 174601	C329	Car Park
	S321	Storage
Lot 3305 on SP 174601	C330	Car Park
	S322	Storage
Lot 3306 on SP 174601	C326 & C327	Car Park
	S312	Storage
Lot 3401 on SP 174601	C304 & C305	Car Park
	S304	Storage
Lot 3402 on SP 174601	C306 & C307	Car Park
	S305	Storage
Lot 3403 on SP 174601	C308 & C309	Car Park
	S306	Storage
Lot 3404 on SP 174601	C324 & C325	Car Park
	S313	Storage
Lot 3405 on SP 174601	C328	Car Park
	S320	Storage
Lot 3406 on SP 174601	C335 & C336	Car Park
	S325	Storage
Lot 3501 on SP 174601	C345 & C346	Car Park
	S330	Storage
Lot 3502 on SP 174601	C343 & C344	Car Park
	S329	Storage

Lot 3503 on SP 174601	C341 & C342	Car Park
	S328	Storage
Lot 3504 on SP 174601	C339 & C340	Car Park
	S327	Storage
Lot 3505 on SP 174601	C337 & C338	Car Park
	S326	Storage
Lot 3601 on SP 174601	C301, C302 & C303	Car Park
	S301, S302 & S303	Storage
Lot 4101 on SP 174602	C453 & C454	Car Park
	S426	Storage
Lot 4102 on SP 174602	C413 & C414	Car Park
Lot 4103 on SP 174602	C407 & C408	Car Park
	S401	Storage
Lot 4104 on SP 174602	C415 & C416	Car Park
	S405	Storage
Lot 4105 on SP 174602	C448 & C449	Car Park
Lot 4106 on SP 174602	C418 & C419	Car Park
	S404	Storage
Lot 4201 on SP 174602	C457 & C458	Car Park
	S424	Storage
Lot 4202 on SP 174602	C452	Car Park
	S418	Storage
Lot 4203 on SP 174602	C459 & C460	Car Park
	S420	Storage
Lot 4204 on SP 174602	C433 & C434	Car Park
	S408	Storage
Lot 4205 on SP 174602	C417	Car Park
Lot 4206 on SP 174602	C444 & C445	Car Park
	S417	Storage
Lot 4301 on SP 174602	C455 & C456	Car Park

	S425	Storage
Lot 4302 on SP 174602	C401 & C402	Car Park
Lot 4303 on SP 174602	C461 & C462	Car Park
	S421	Storage
Lot 4304 on SP 174602	C431 & C432	Car Park
	S409	Storage
Lot 4305 on SP 174602	C420 & C421	Car Park
	S423	Storage
Lot 4306 on SP 174602	C442 & C443	Car Park
	S410	Storage
Lot 4401 on SP 174602	C450 & C451	Car Park
	S419	Storage
Lot 4402 on SP 174602	C403 & C404	Car Park
Lot 4403 on SP 174602	C409 & C410	Car Park
	S402	Storage
Lot 4404 on SP 174602	C446 & C447	Car Park
	S416	Storage
Lot 4405 on SP 174602	C439	Car Park
	S413	Storage
Lot 4406 on SP 174602	C440 & C441	Car Park
	S414	Storage
Lot 4501 on SP 174602	C405 & C406	Car Park
	S422	Storage
Lot 4502 on SP 174602	C411 & C412	Car Park
	S403	Storage
Lot 4503 on SP 174602	C435 & C436	Car Park
	S412	Storage
Lot 4504 on SP 174602	C437 & C438	Car Park
	S411	Storage
Lot 4505 on SP 174602	C428, C429 & C430	Car Park

	S406	Storage
Lot 4601 on SP 174602	C422, C423 & C424	Car Park
	S415	Storage
Lot 4602 on SP 174602	C425, C426 & C427	Car Park
	S407	Storage
Lot 5101 on SP 198830	C630 & C631	Car Park
	S618	Storage
Lot 5102 on SP 198830	C632 & C633	Car Park
	S620	Storage
Lot 5103 on SP 198830	C650 & C651	Car Park
	S607	Storage
Lot 5104 on SP 198830	C658 & C659	Car Park
	S605	Storage
Lot 5201 on SP 198830	C642 & C643	Car Park
	S613	Storage
Lot 5202 on SP 198830	C644 & C645	Car Park
	S614	Storage
Lot 5203 on SP 1988:30	C662 & C663	Car Park
	S609	Storage
Lot 5204 on SP 198830	C656 & C657	Car Park
	S615	Storage
Lot 5301 on SP 198830	C640 & C641	Car Park
	S608	Storage
Lot 5302 on SP 198830	C636 & C637	Car Park
	S622	Storage
Lot 5303 on SP 198830	C654 & C655	Car Park
	S612	Storage
Lot 5304 on SP 198830	C652 & C653	Car Park
	S606	Storage
Lot 5401 on SP 198830	C638 & C639	Car Park

	S625	Storage
Lot 5402 on SP 198830	C628 & C629	Car Park
	S619	Storage
Lot 5403 on SP 198830	C664 & C665	Car Park
	S610	Storage
Lot 5404 on SP 198830	C648 & C649	Car Park
	S604	Storage
Lot 5501 on SP 198830	C670 & C671	Car Park
	S623	Storage
Lot 5502 on SP 198830	C634 & C635	Car Park
	S624	Storage
Lot 5503 on SP 198830	C646 & C647	Car Park
	S616	Storage
Lot 5601 on SP 198830	C668 & C669	Car Park
	S621	Storage
Lot 5602 on SP 198830	C666 & C667	Car Park
	S617	Storage
Lot 5603 on SP 198830	C660 & C661	Car Park
	S611	Storage
Lot 6101 on SP 198830	C619 & C620	Car Park
	S647	Storage
Lot 6102 on SP 198830	C626 & C627	Car Park
	S626	Storage
Lot 6103 on SP 198830	C685 & C686	Car Park
	S646	Storage
Lot 6104 on SP 198830	C621 & C622	Car Park
	S643	Storage
Lot 6201 on SP 198830	C681 & C682	Car Park
	S634	Storage
Lot 6202 on SP 198830	C677 & C678	Car Park

	S632	Storage
Lot 6203 on SP 198830	C601 & C602	Car Park
	S602	Storage
Lot 6204 on SP 198830	C611 & C612	Car Park
	S645	Storage
Lot 6301 on SP 198830	C617 & C618	Car Park
	S630	Storage
Lot 6302 on SP 198830	C615 & C616	Car Park
	S629	Storage
Lot 6303 on SP 198830	C603 & C604	Car Park
	S640	Storage
Lot 6304 on SP 198830	C613 & C614	Car Park
	S644	Storage
Lot 6401 on SP 198830	C673& C674	Car Park
	S628	Storage
Lot 6402 on SP 198830	C623 & C672	Car Park
	S627	Storage
Lot 6403 on SP 198830	C605 & C606	Car Park
	S639	Storage
Lot 6404 on SP 198830	C683&C684	Car Park
	S635	Storage
Lot 6501 on SP 198830	C675 & C676	Car Park
	S631	Storage
Lot 6502 on SP 198830	C607 & C608	Car Park
	S638	Storage
Lot 6503 on SP 198830	C679 & C680	Car Park
	S633	Storage
Lot 6601 on SP 198830	C609 & C610	Car Park
	S636	Storage
Lot 6602 on SP 198830	C624 & C625	Car Park

	S603	Storage
Lot 7101 on SP 198829	C707 & C708	Car Park
	S739	Storage
Lot 7102 on SP 198829	C783 & C784	Car Park
	S736	Storage
Lot 7103 on SP 198829	C715 & C716	Car Park
	S726	Storage
Lot 7104 on SP 198829	C717 & C718	Car Park
	S737	Storage
Lot 7105 on SP 198829	C770 & C771	Car Park
	S729	Storage
Lot 7106 on SP 198829	C725 & C726	Car Park
	S707	Storage
Lot 7107 on SP 198829	C757 & C758	Car Park
	S714	Storage
Lot 7108 on SP 198829	C759 & C760	Car Park
	S721	Storage
Lot 7201 on SP 198829	C787 & C788	Car Park
	S742	Storage
Lot 7202 on SP 198829	C703 & C704	Car Park
	S702	Storage
Lot 7203 on SP 198829	C779 & C780	Car Park
	S741	Storage
Lot 7204 on SP 198829	C772 & C773	Car Park
	S727	Storage
Lot 7205 on SP 198829	C729 & C730	Car Park
	S719	Storage
Lot 7206 on SP 198829	C735 & C736	Car Park
	S718	Storage
Lot 7207 on SP 198829	C747 & C748	Car Park

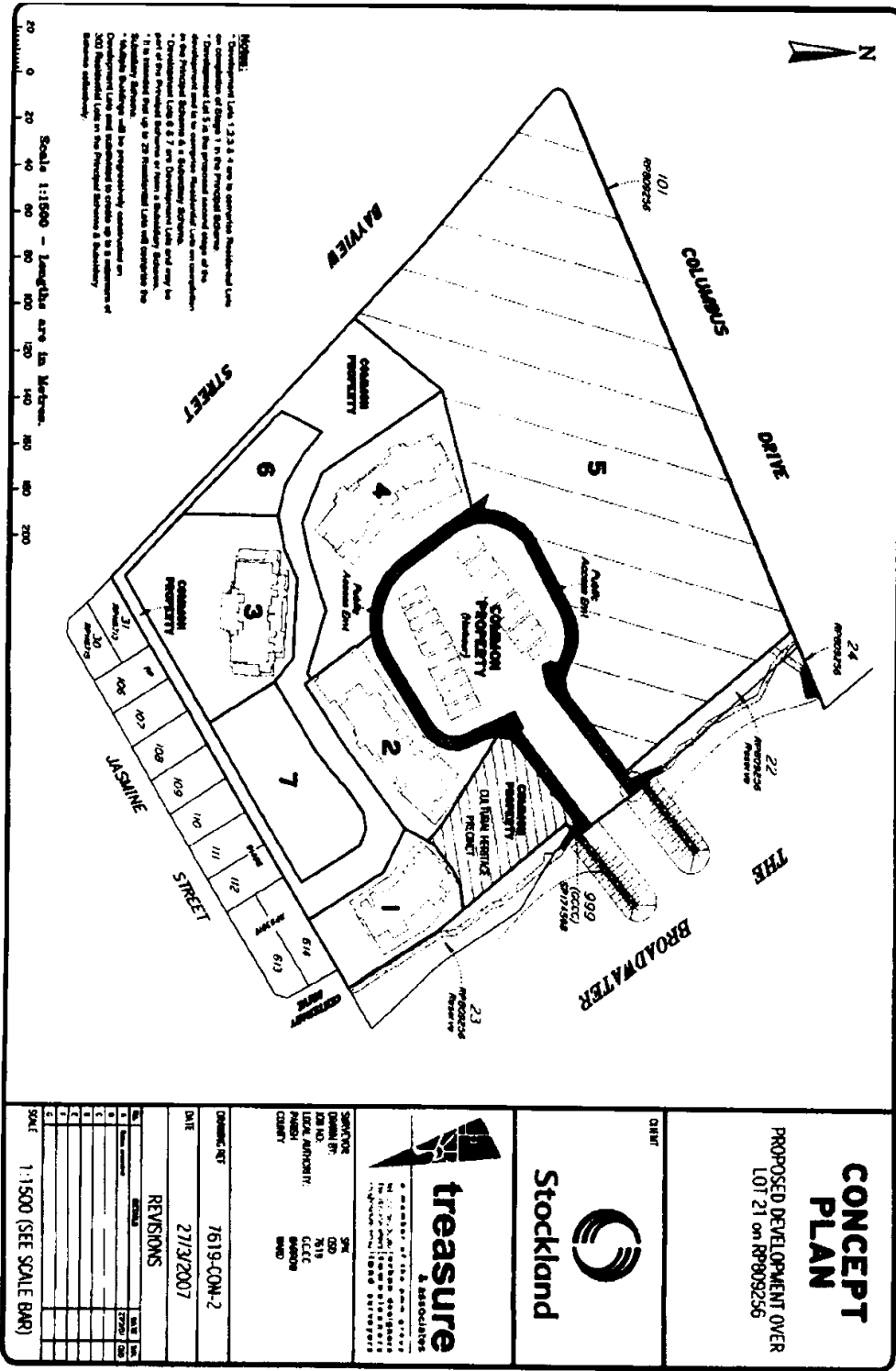
	S715	Storage
Lot 7208 on SP 198829	C749&C750	Car Park
	S717	Storage
Lot 7301 on SP 198829	C785 & C786	Car Park
	S740	Storage
Lot 7302 on SP 198829	C709 & C710	Car Park
	S706	Storage
Lot 7303 on SP 198829	C719 & C720	Car Park
	S732	Storage
Lot 7304 on SP 198829	C721 & C722	Car Park
	S738	Storage
Lot 7305 on SP 198829	C727 & C728	Car Park
	S708	Storage
Lot 7306 on SP 198829	C737 & C738	Car Park
	S728	Storage
Lot 7307 on SP 198829	C763 & C764	Car Park
	S716	Storage
Lot 7308 on SP 198829	C761 & C762	Car Park
	S720	Storage
Lot 7401 on SP 198829	C781 & C782	Car Park
	S735	Storage
Lot 7402 on SP 198829	C705 & C706	Car Park
	S703	Storage
Lot 7403 on SP 198829	C723 & C724	Car Park
	S733	Storage
Lot 7404 on SP 198829	C713 & C714	Car Park
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Lot 7405 on SP 198829	C753 & C754	Car Park
	S712	Storage
Lot 7406 on SP 198829	C741 & C742	Car Park

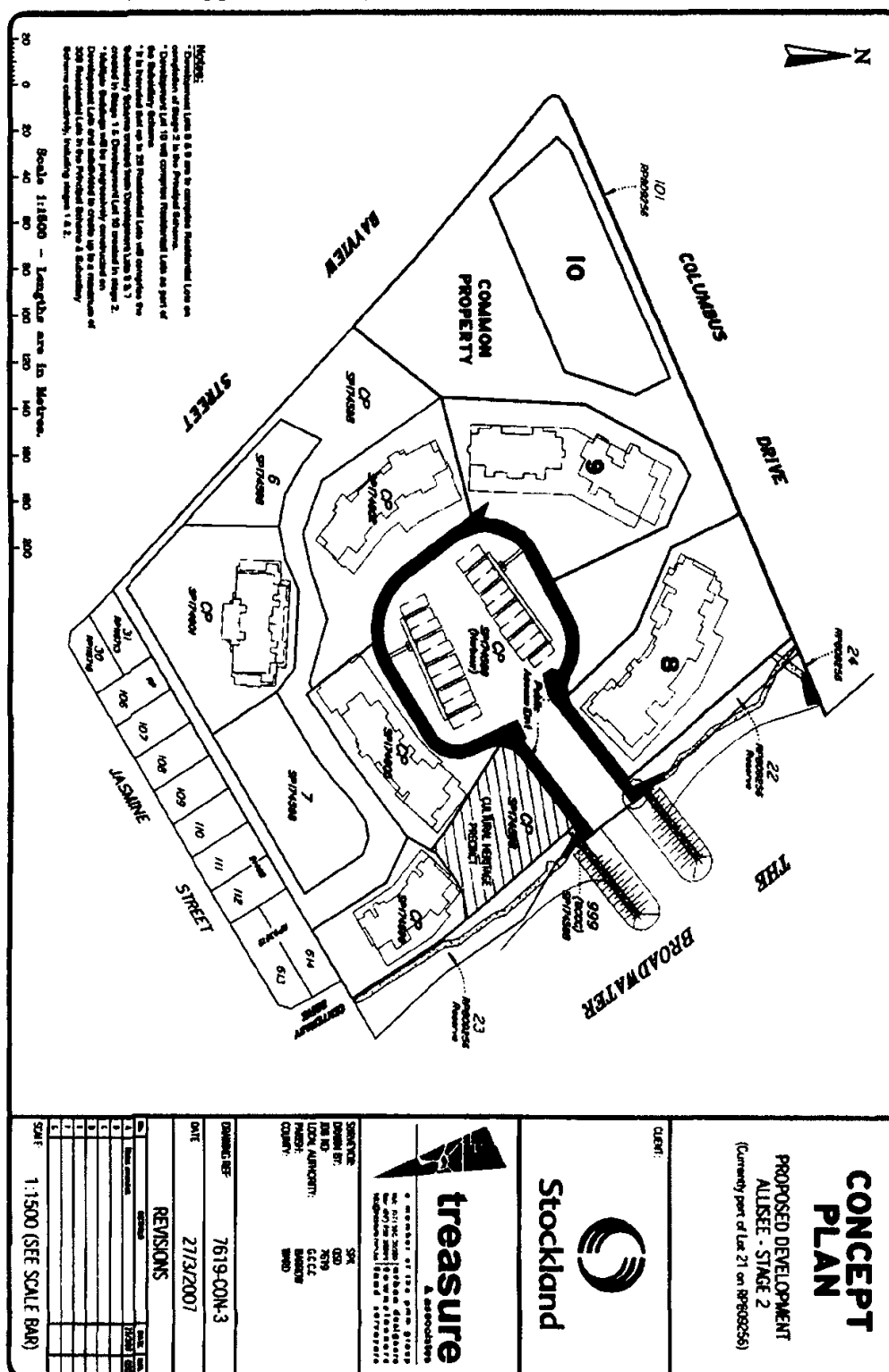
	S709	Storage
Lot 7407 on SP 198829	C755 & C756	Car Park
	S713	Storage
Lot 7408 on SP 198829	C739 & C740	Car Park
	S724	Storage
Lot 7501 on SP 198829	C701 & C702	Car Park
	S701	Storage
Lot 7502 on SP 198829	C711 & C712	Car Park
	S705	Storage
Lot 7503 on SP 198829	C777 & C778	Car Park
	S734	Storage
Lot 7504 on SP 198829	C731 & C732	Car Park
	S723	Storage
Lot 7505 on SP 198829	C733 & C734	Car Park
	S722	Storage
Lot 7506 on SP 198829	C765 & C766	Car Park
	S725	Storage
Lot 7507 on SP 198829	C751 & C752	Car Park
	S711	Storage
Lot 7601 on SP 198829	C774, C775 & C776	Car Park
	S731	Storage
Lot 7602 on SP 198829	C767, C768 & C769	Car Park
	S730	Storage
Lot 7603 on SP 198829	C743, C744, C745 & C746	Car Park
	S710	Storage

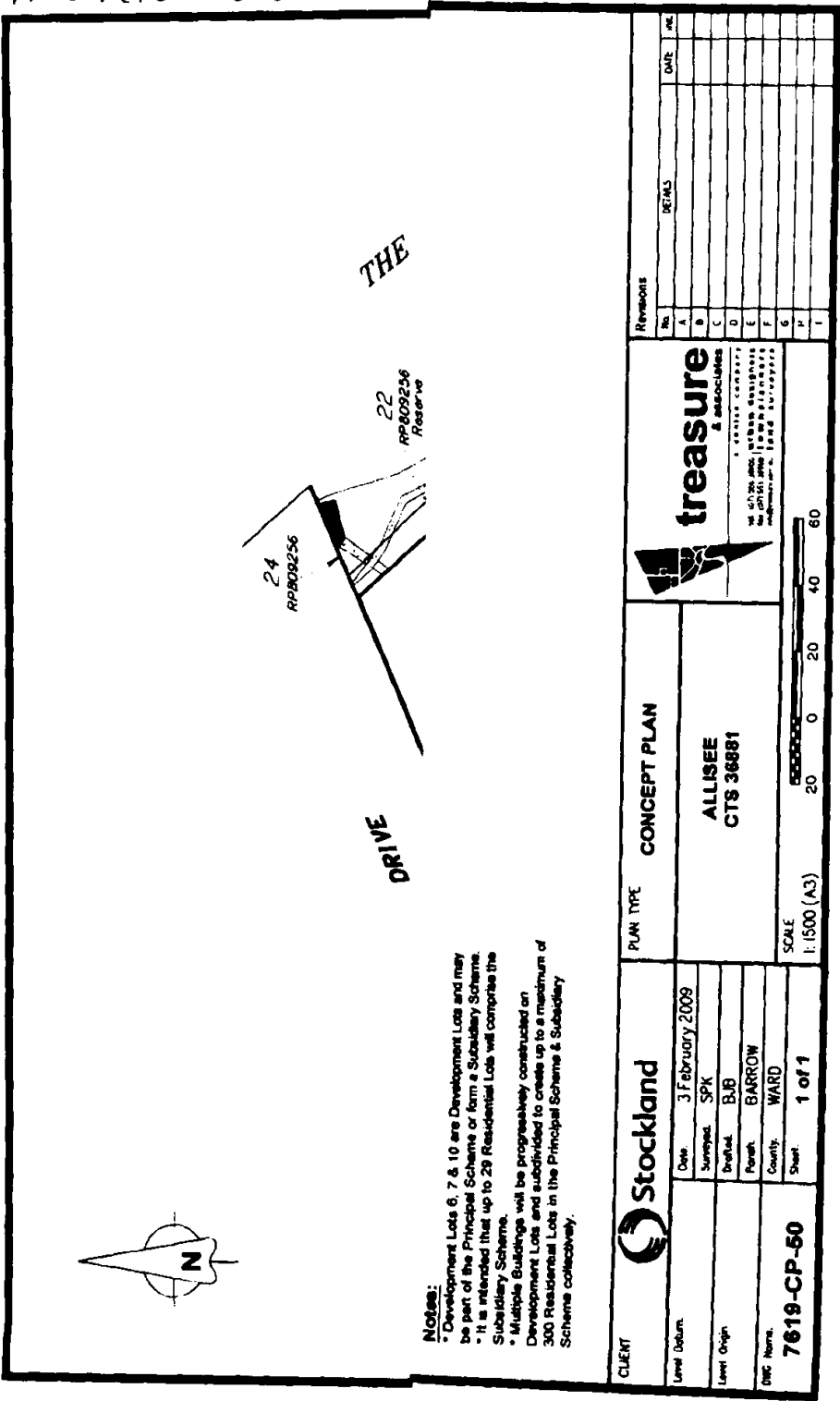
Title Reference 50664570

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**ANNEXURE A
CONCEPT PLAN**



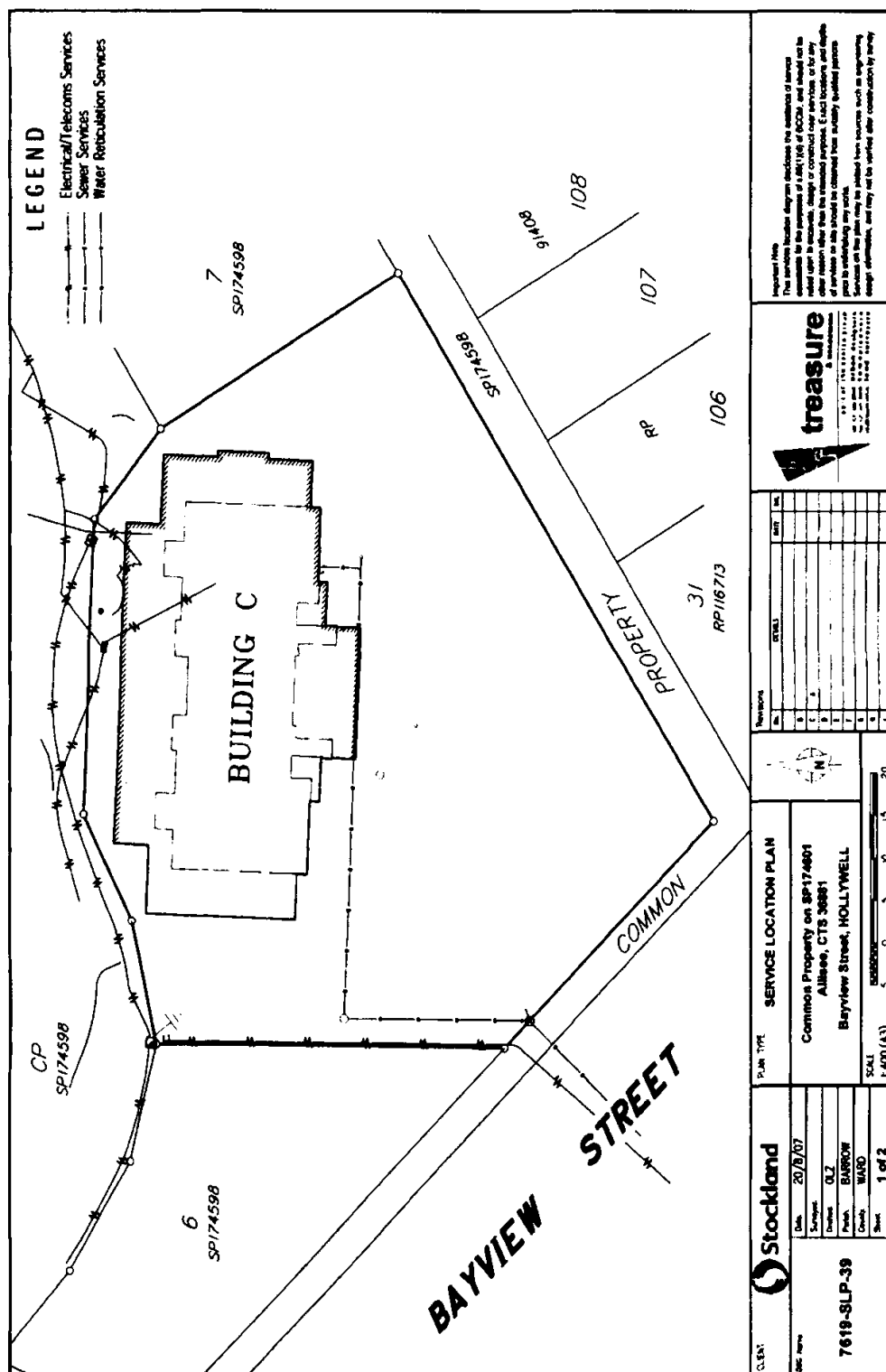


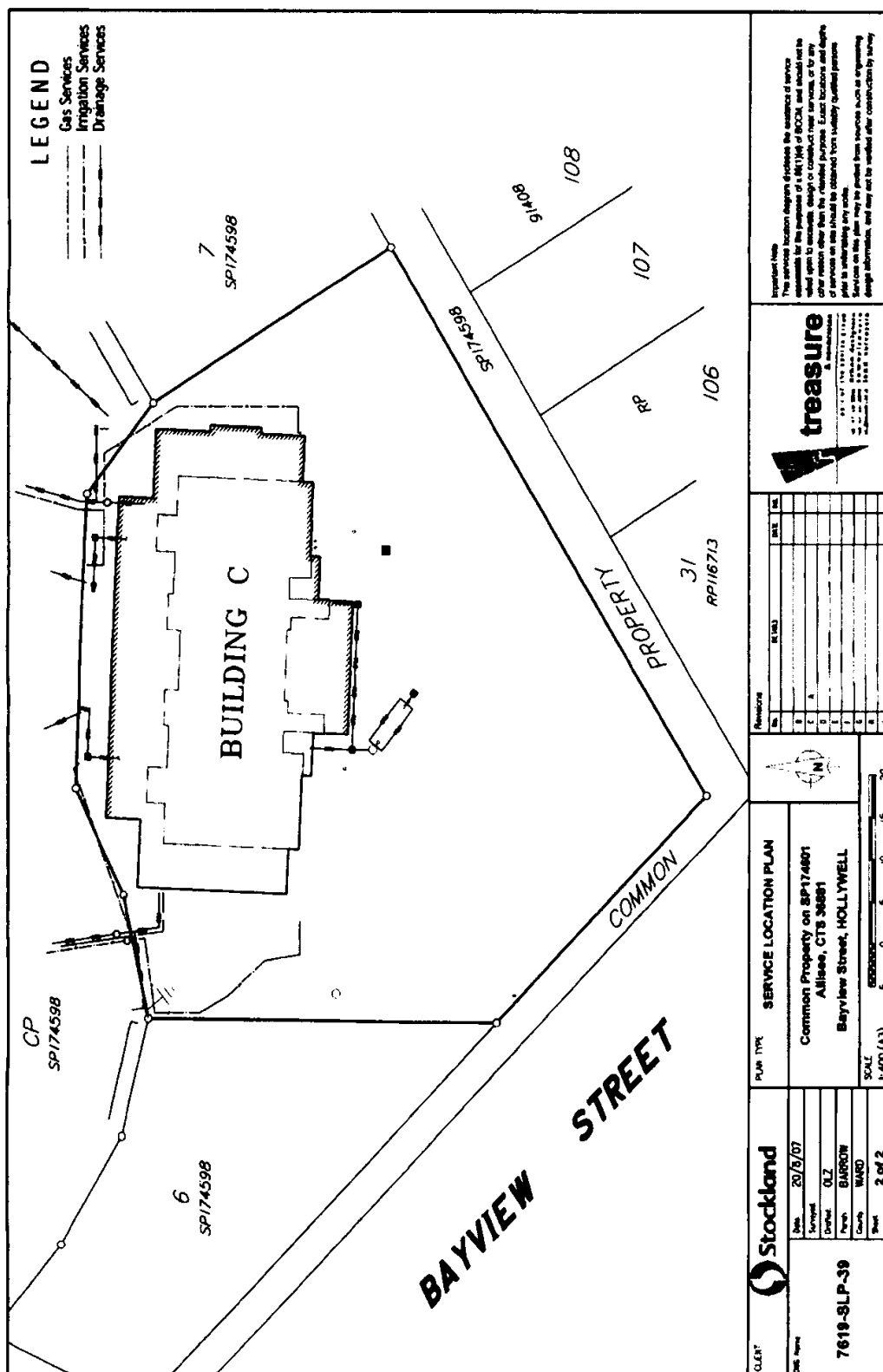


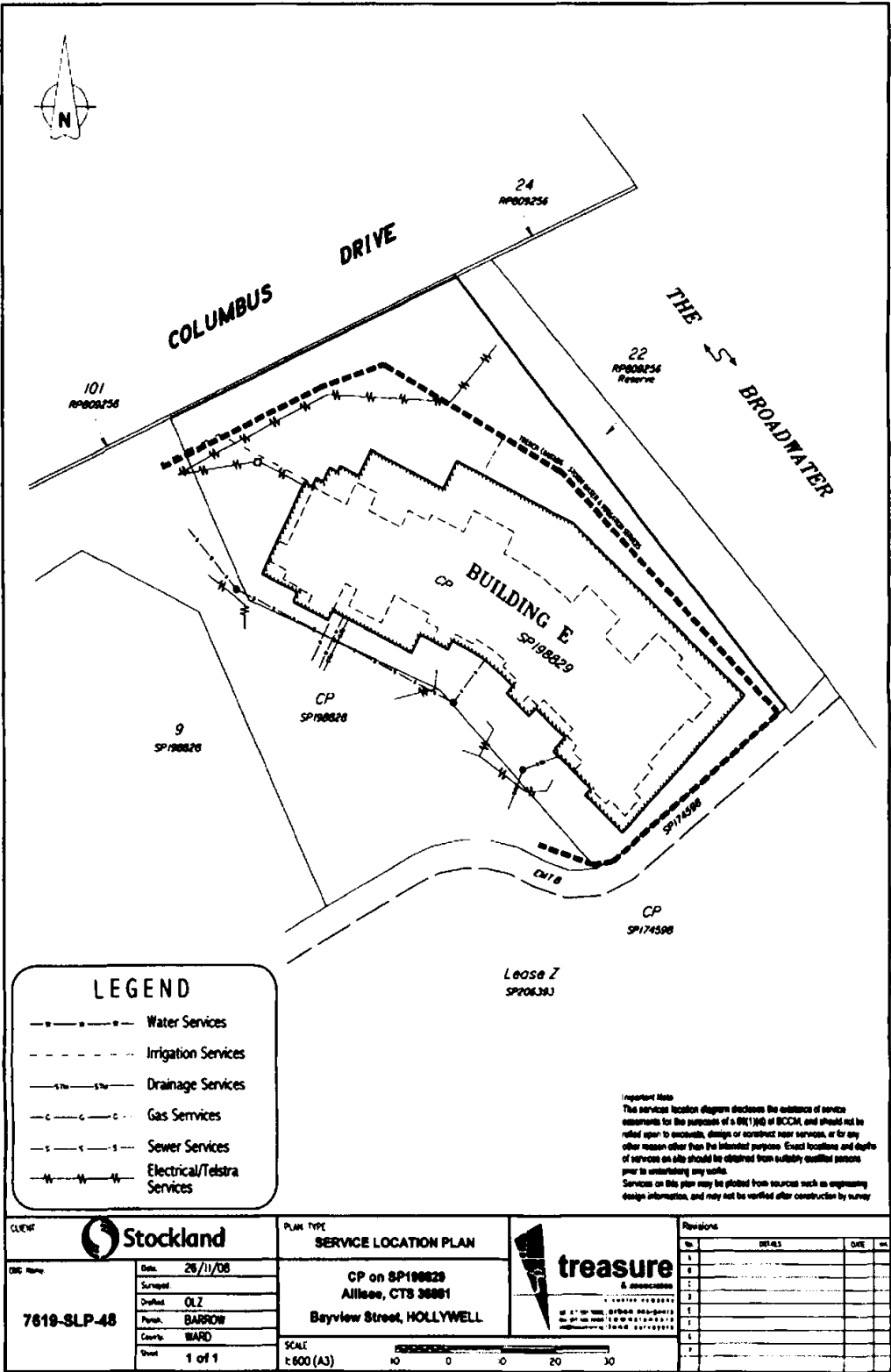
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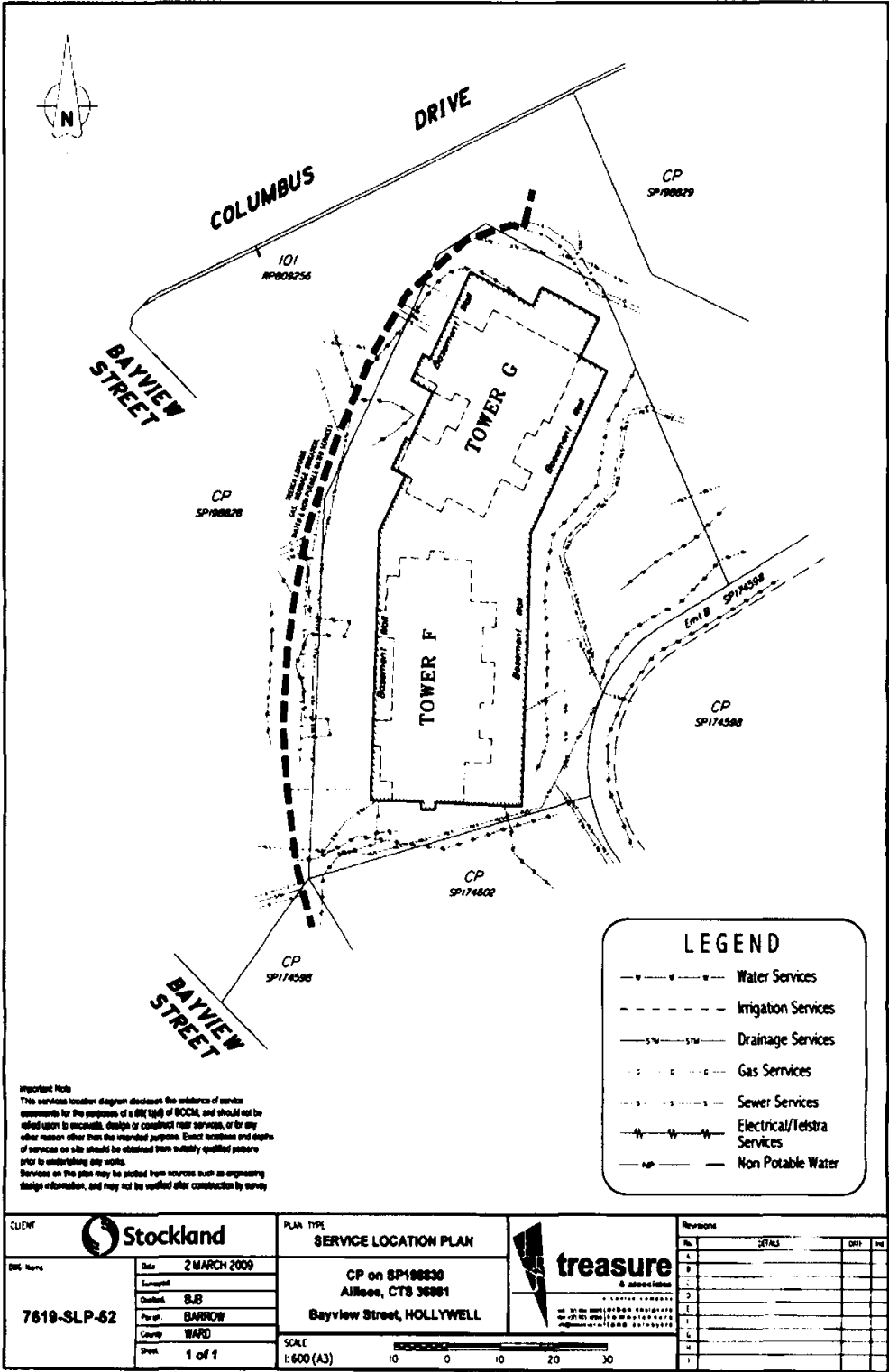
Page 65 of 99

**ANNEXURE B
SERVICE LOCATION DIGRAMS**





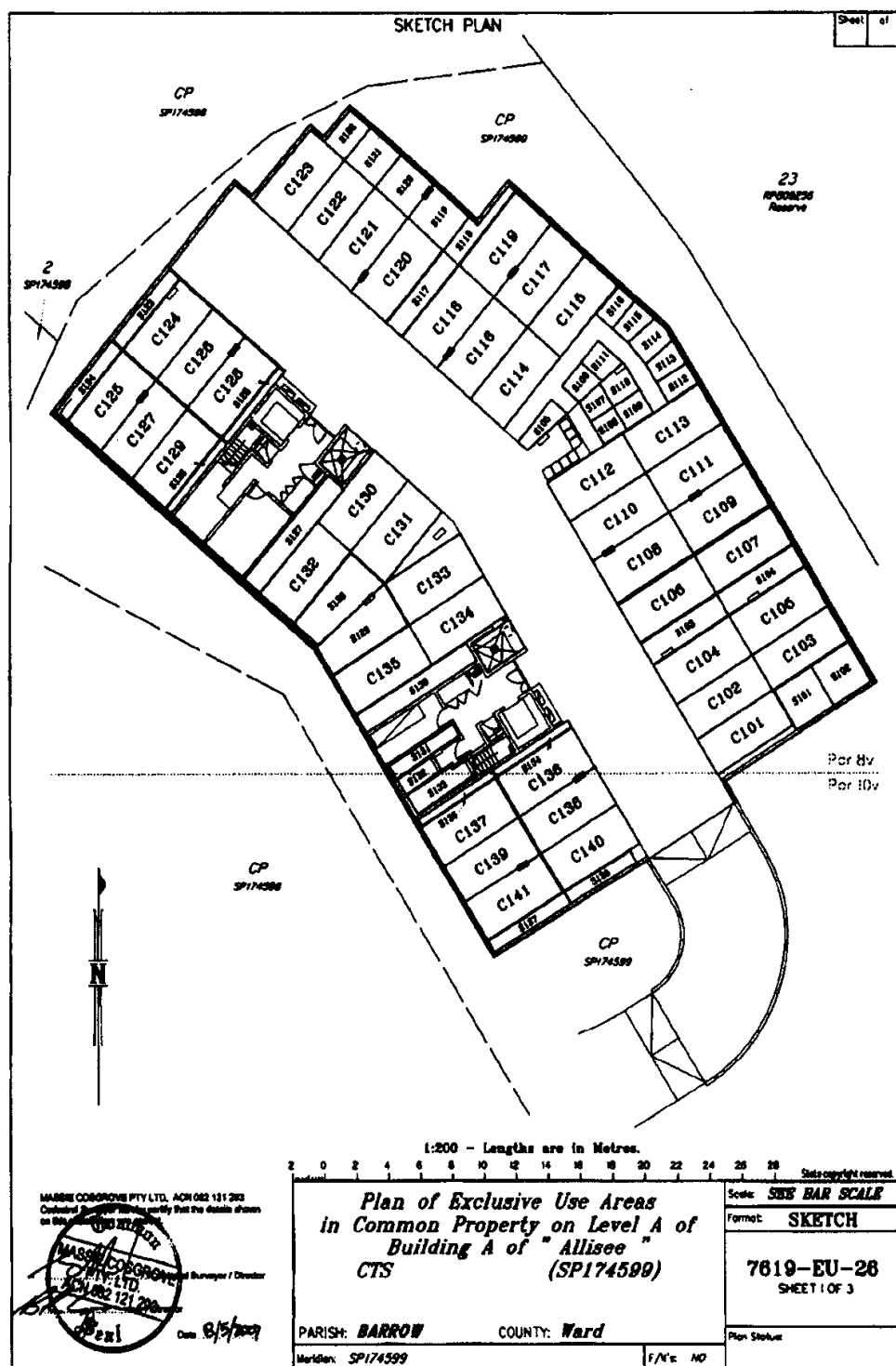


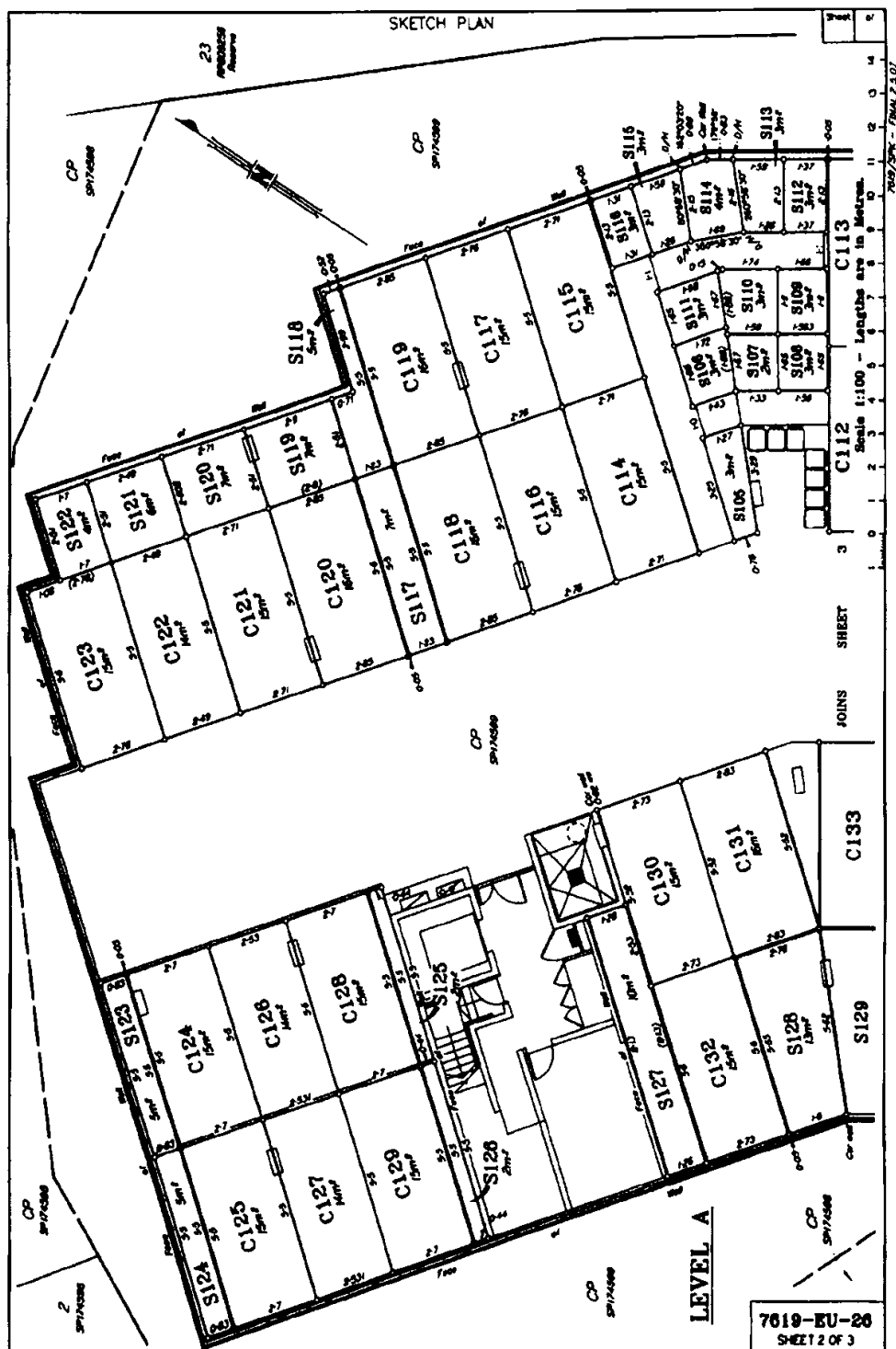


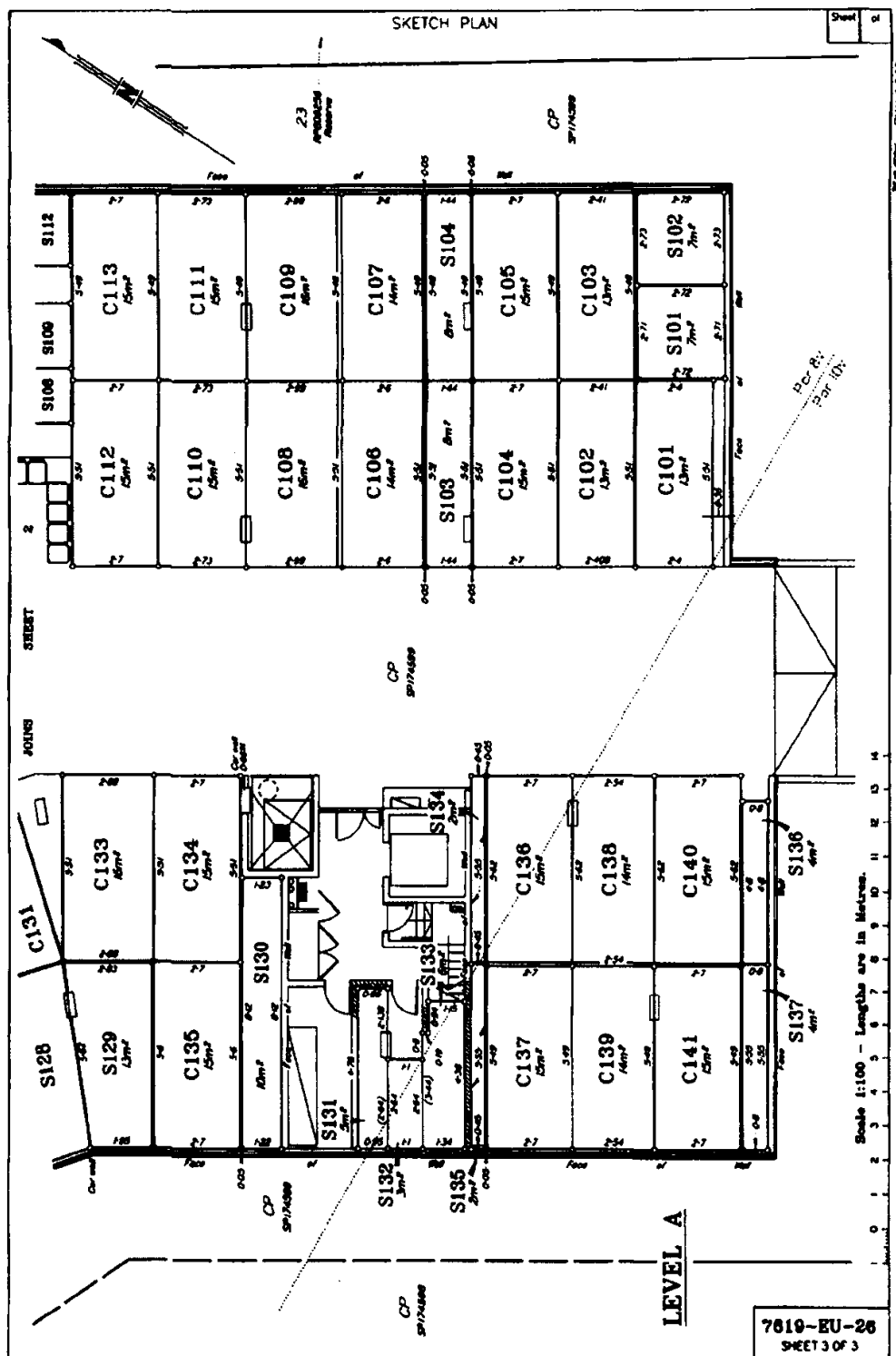
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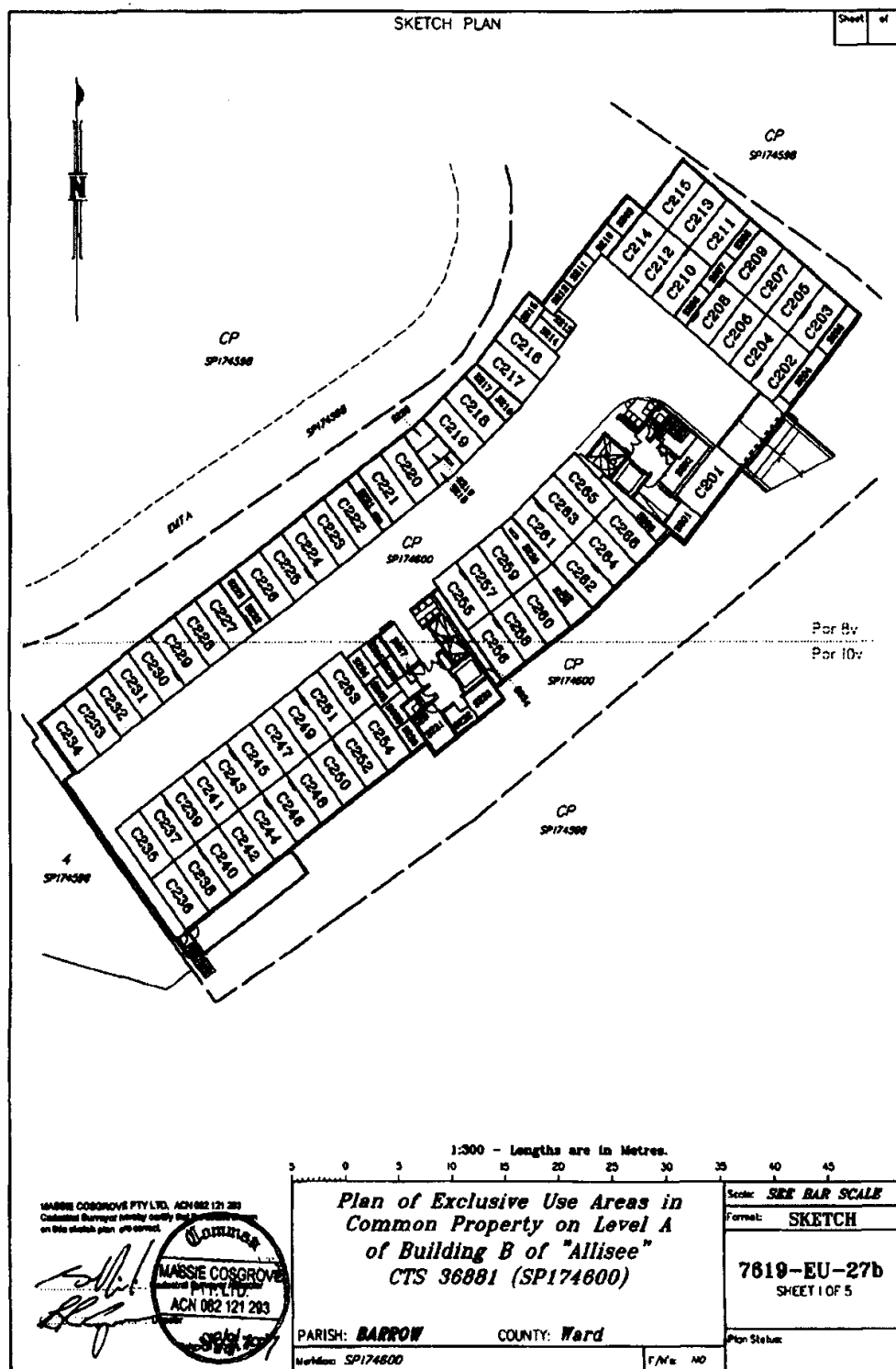
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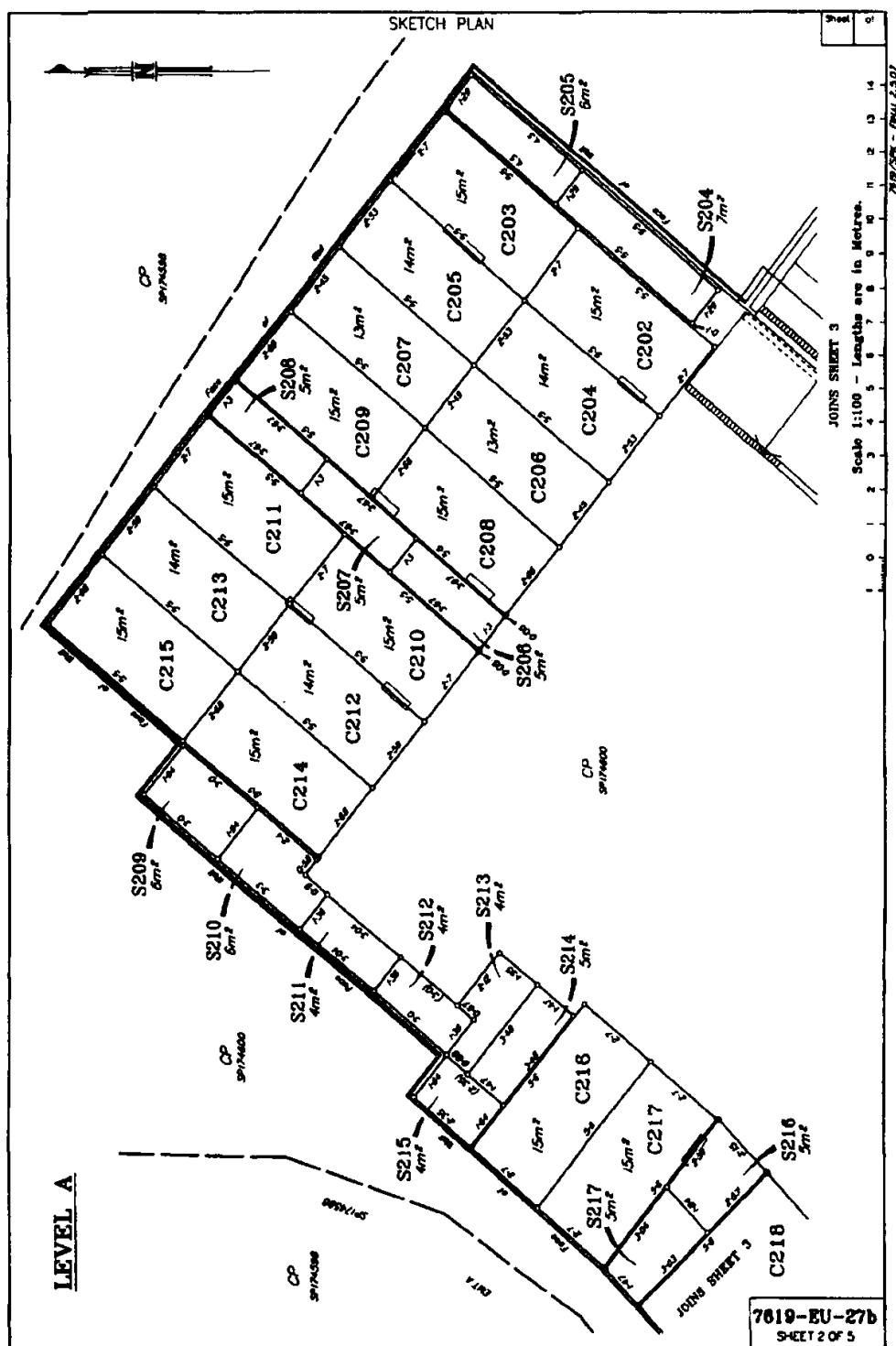
**ANNEXURE C
EXCLUSIVE USE PLANS**

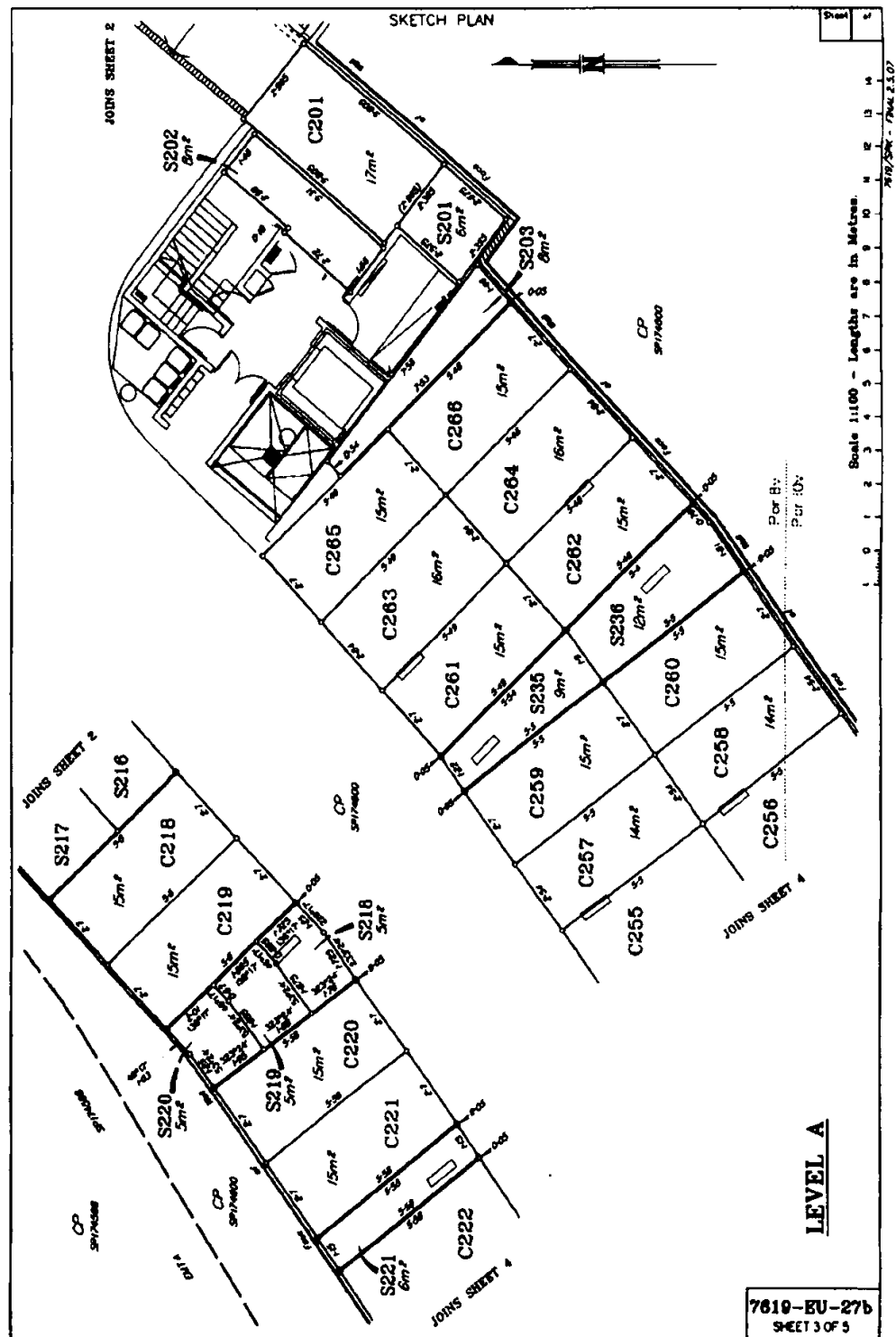


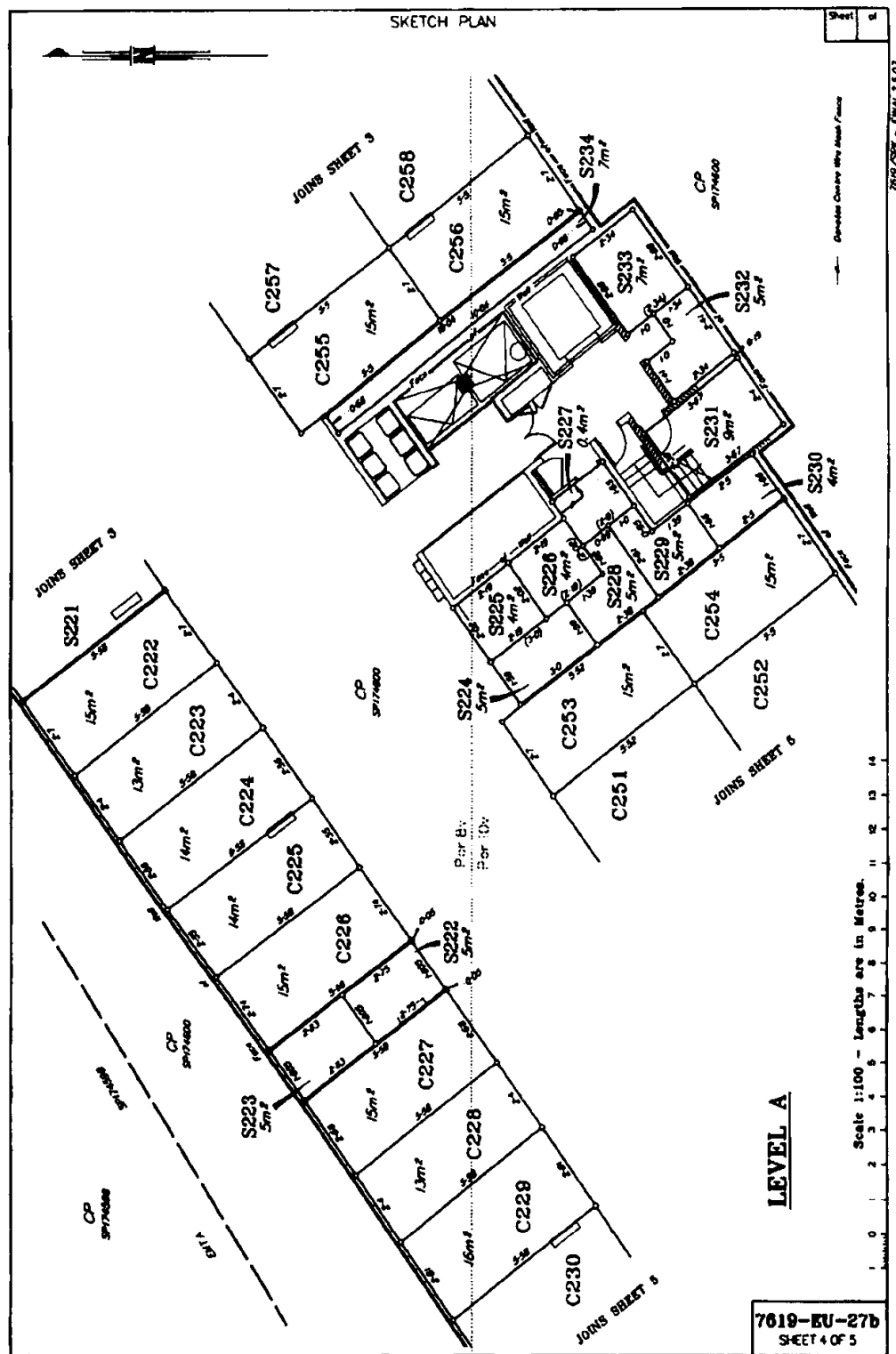


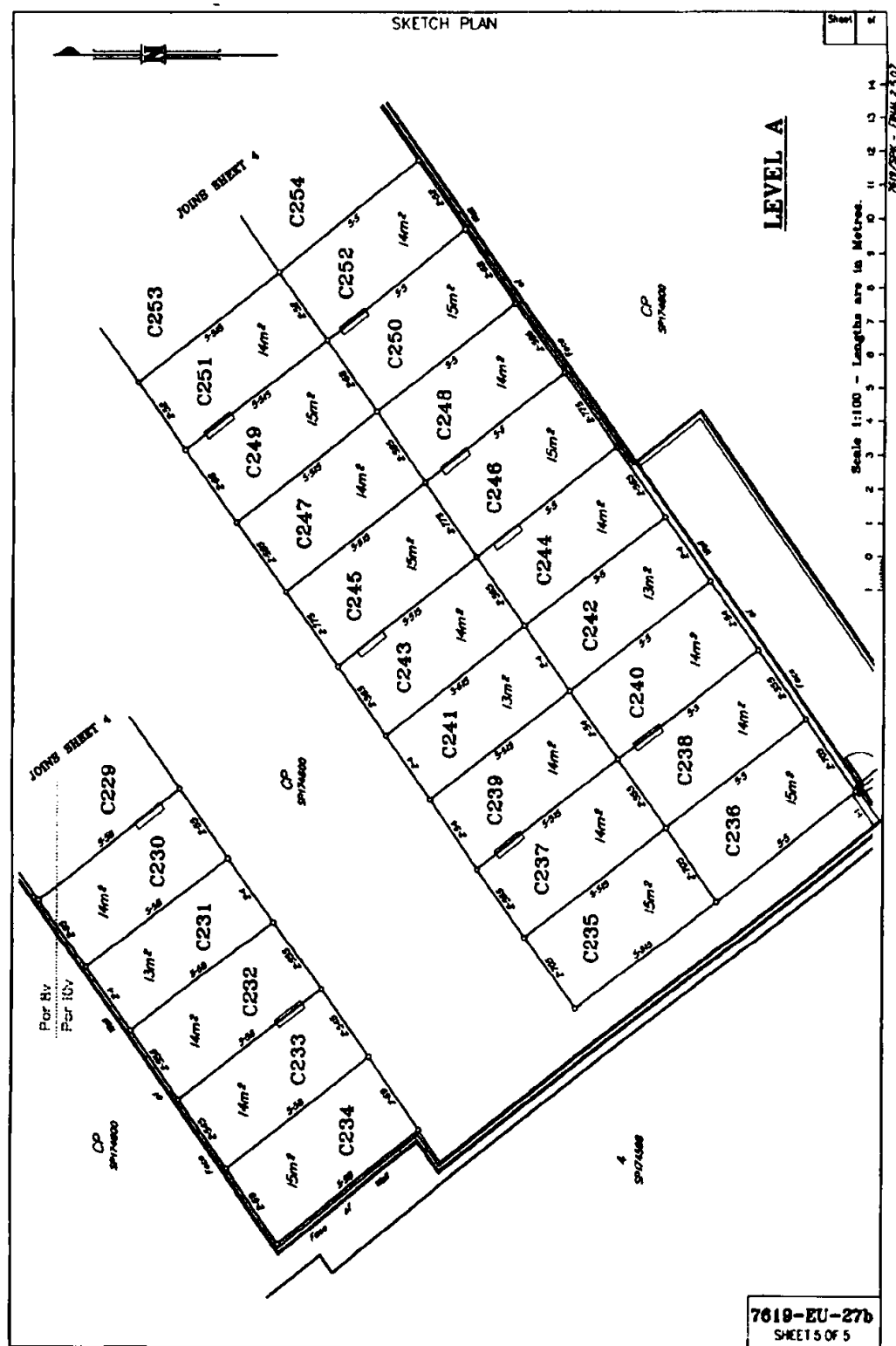






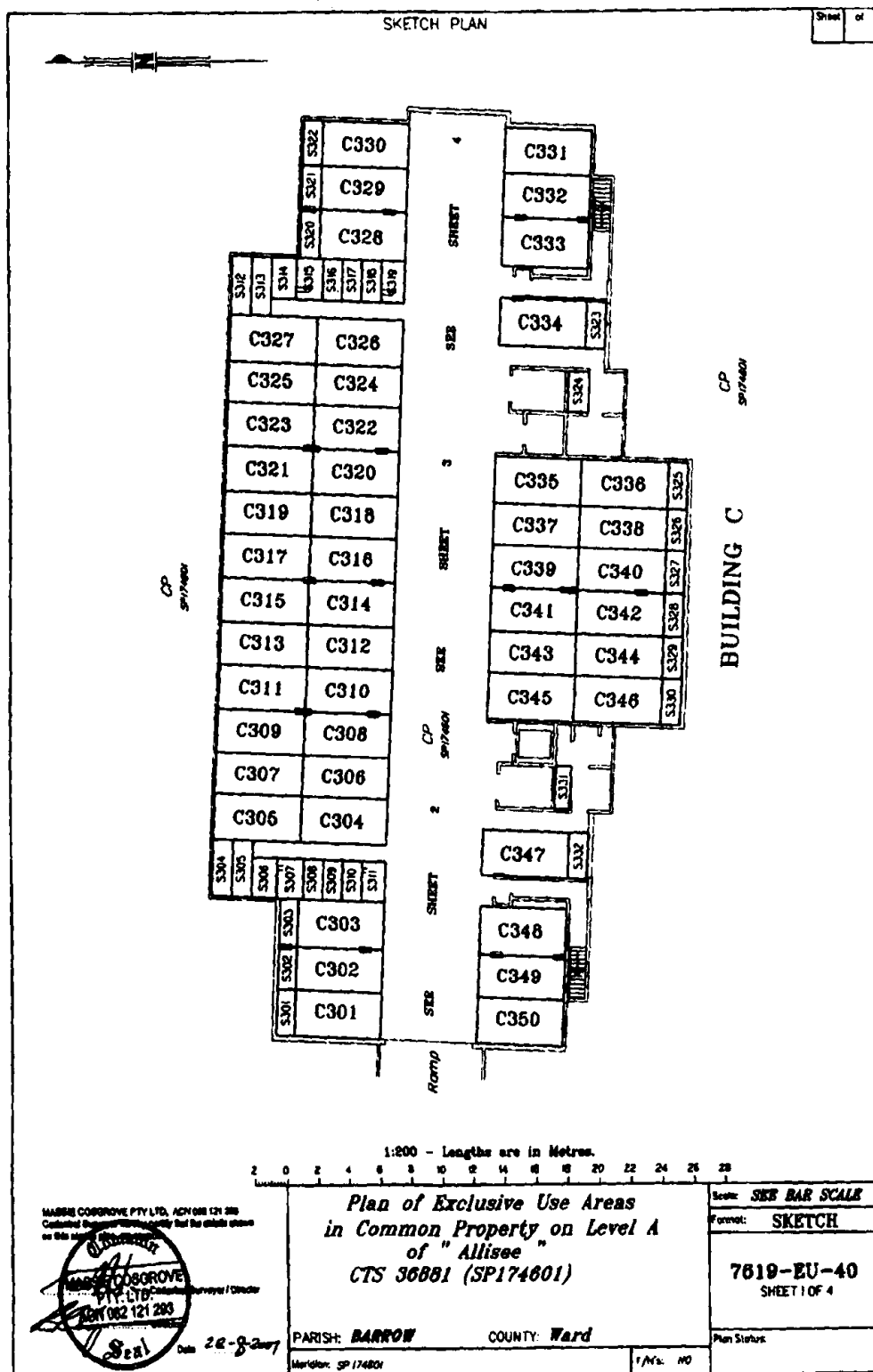


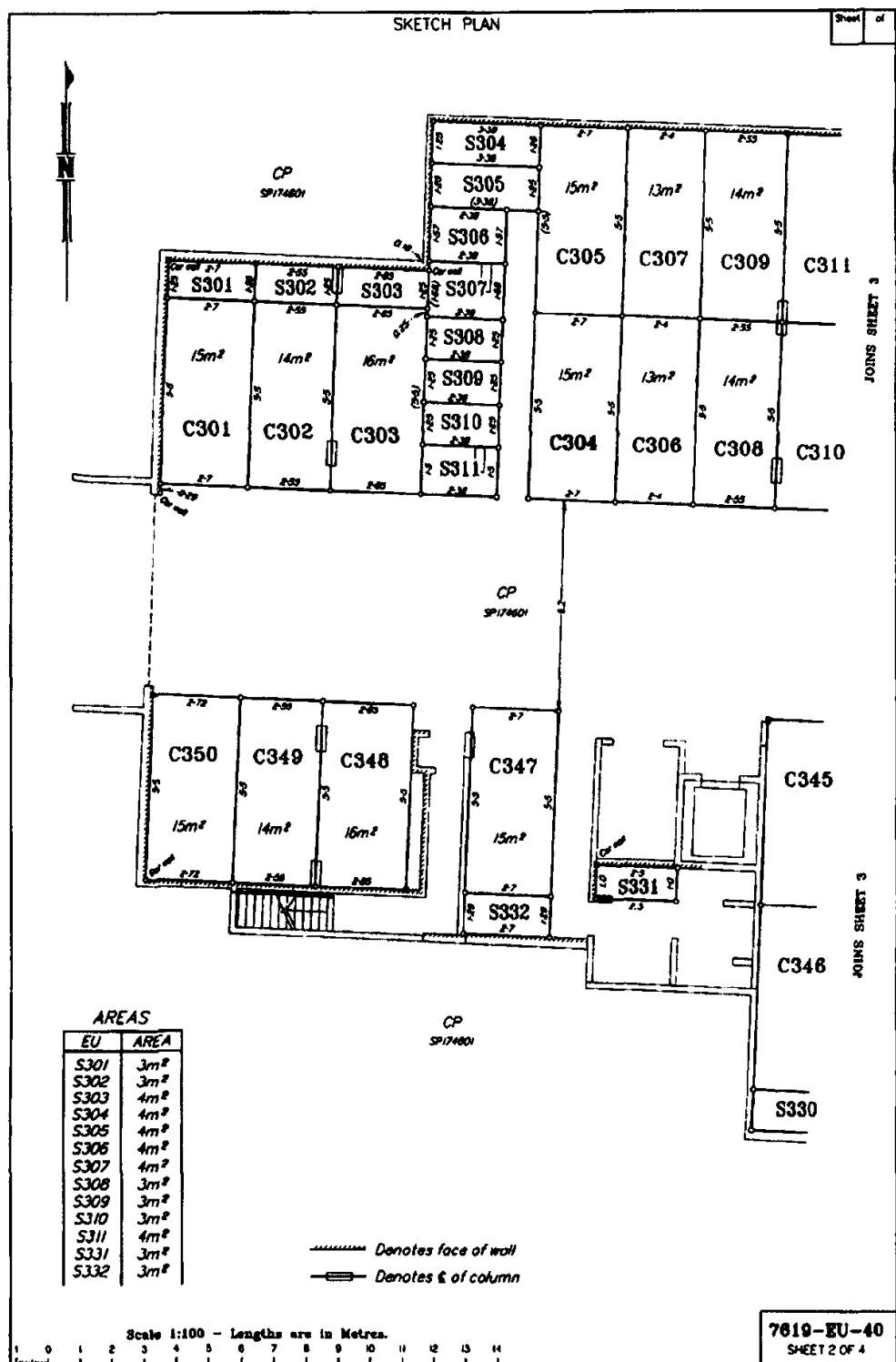




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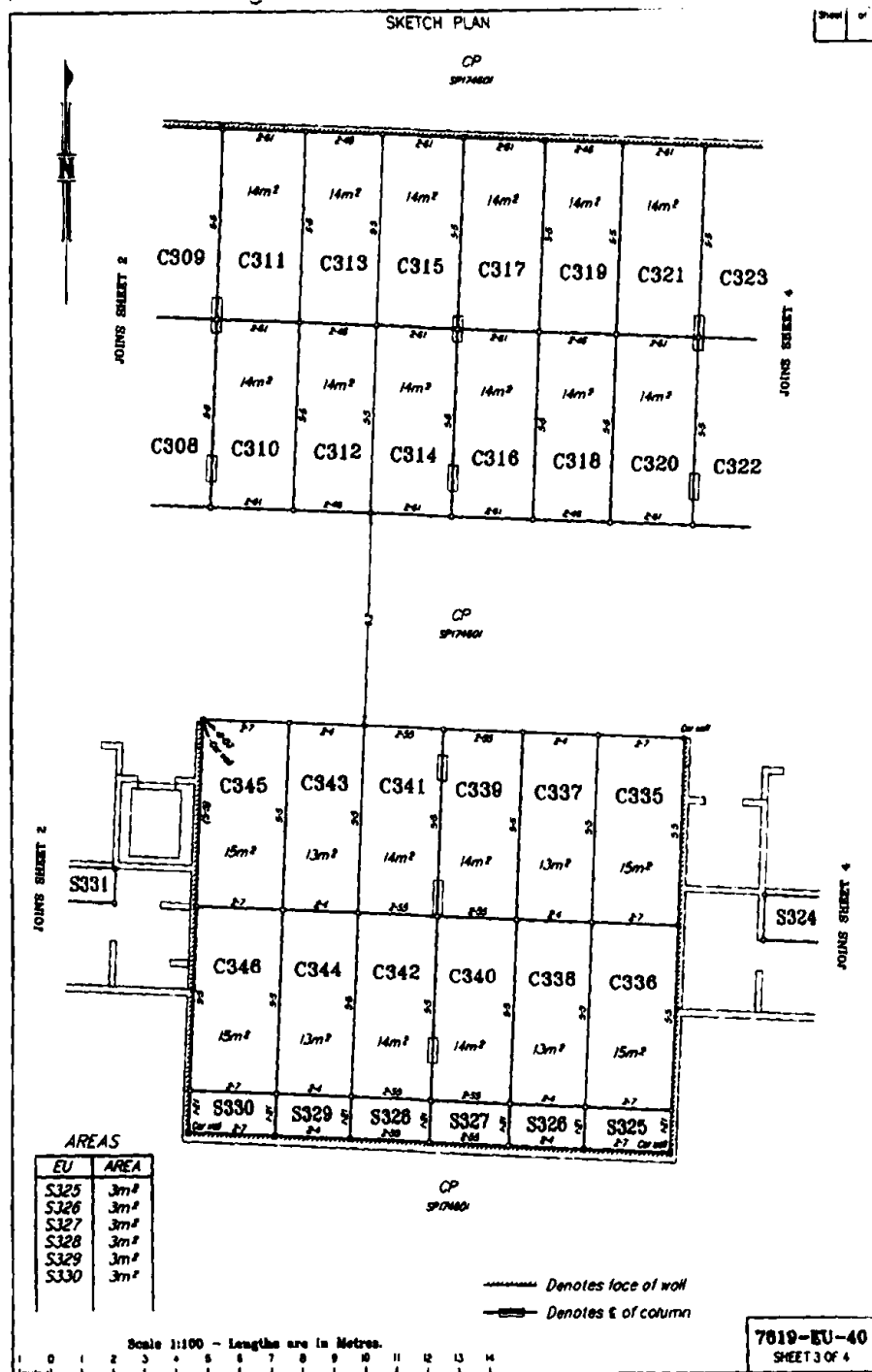
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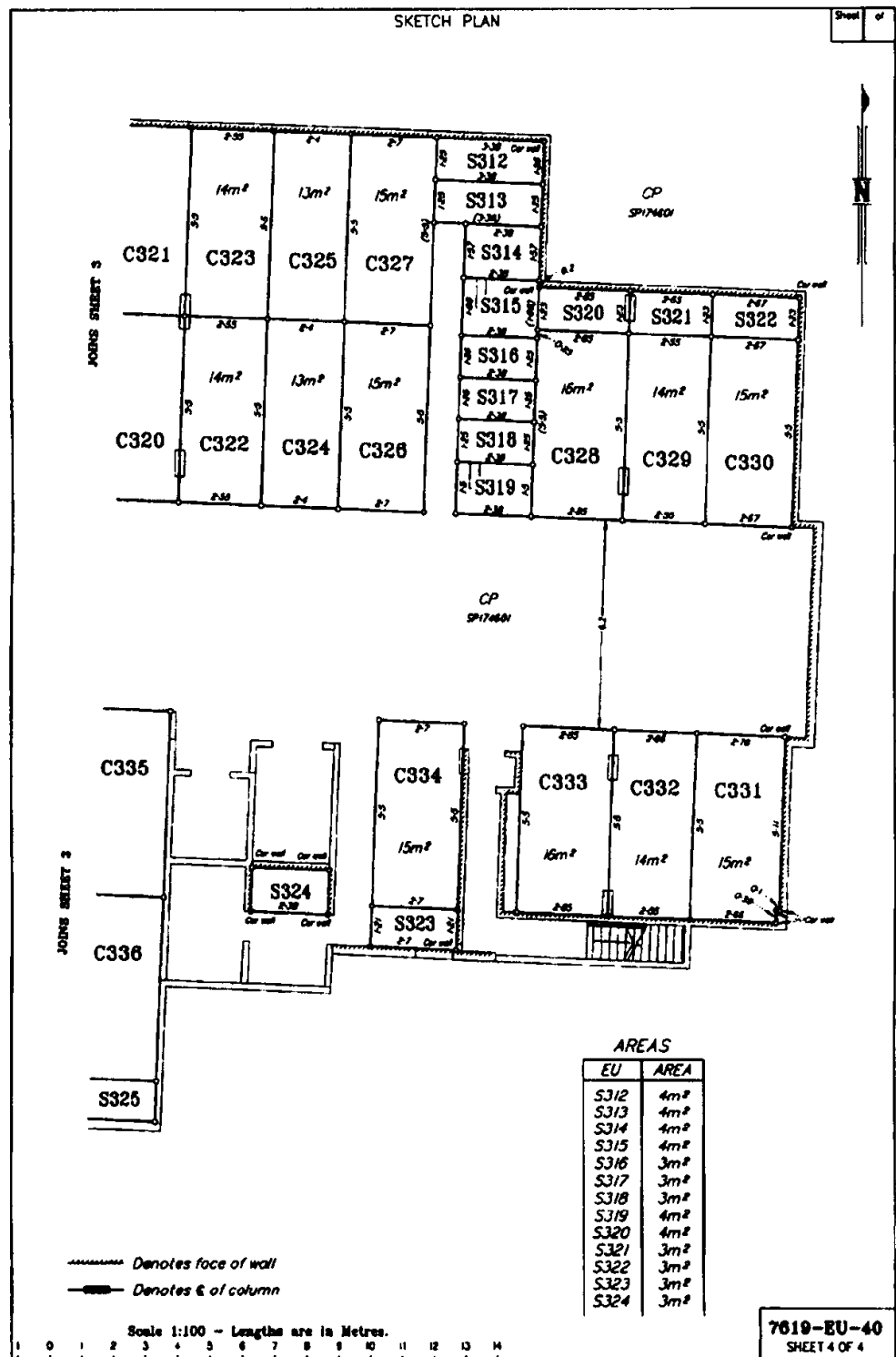


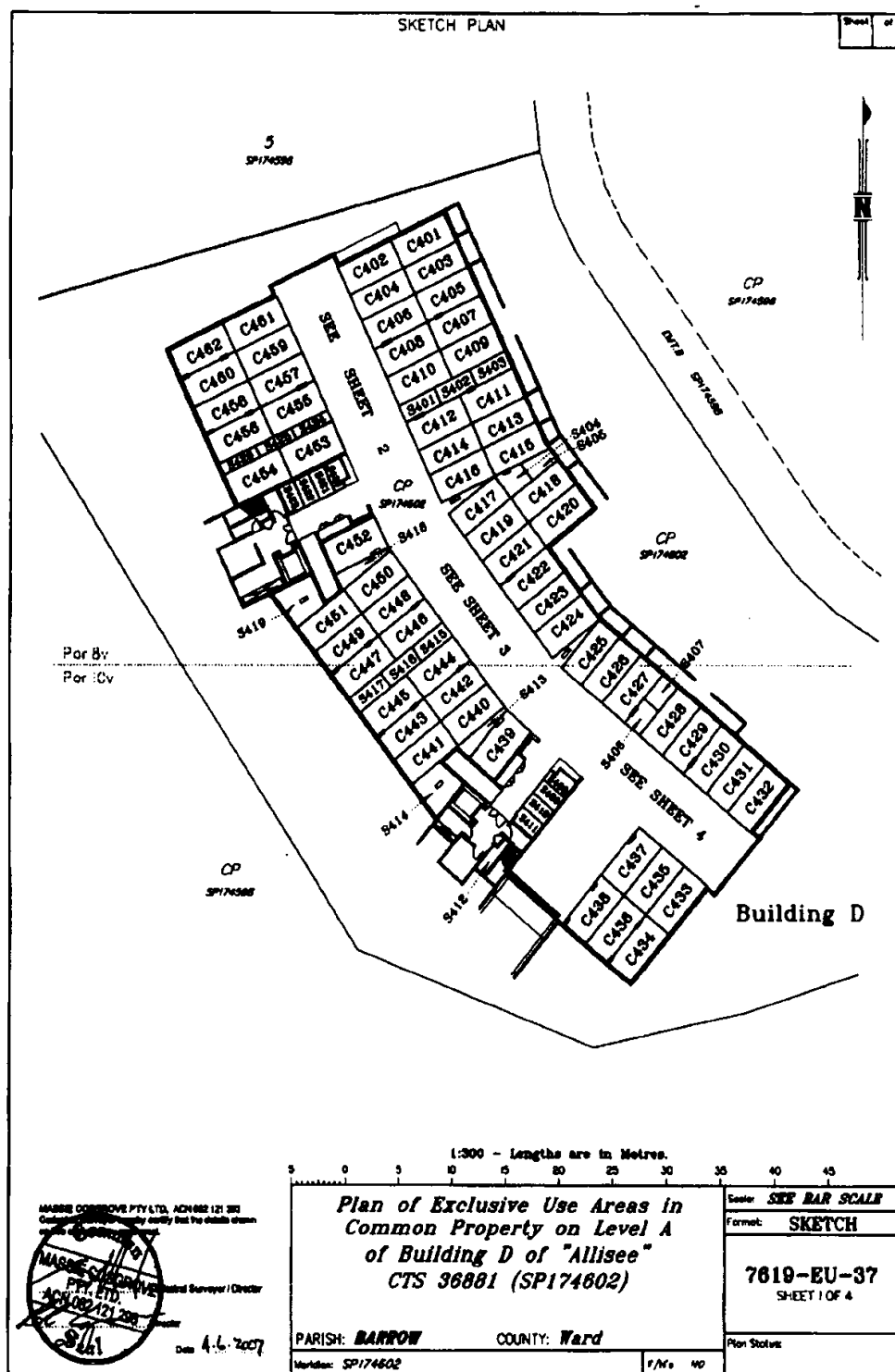


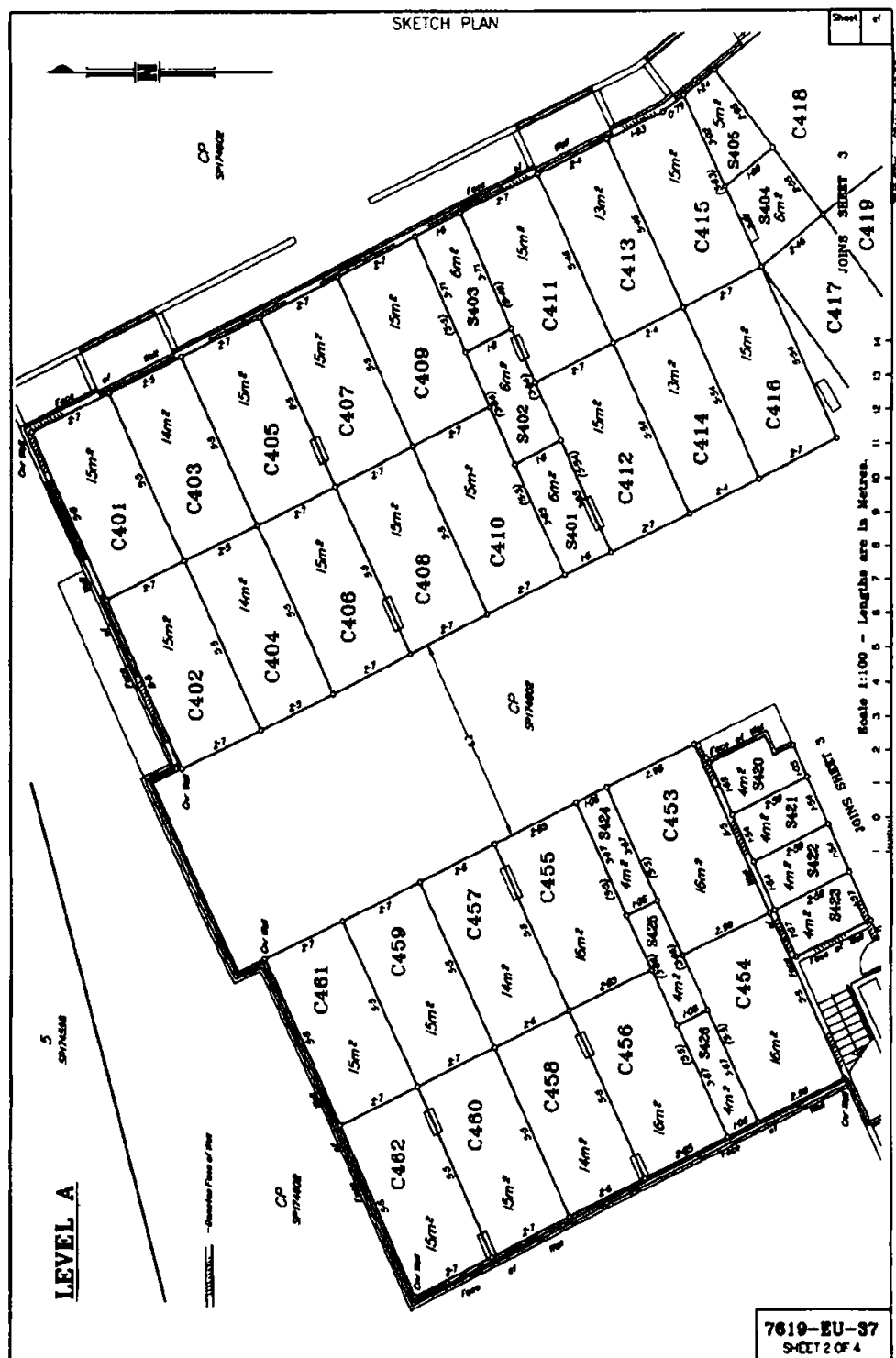
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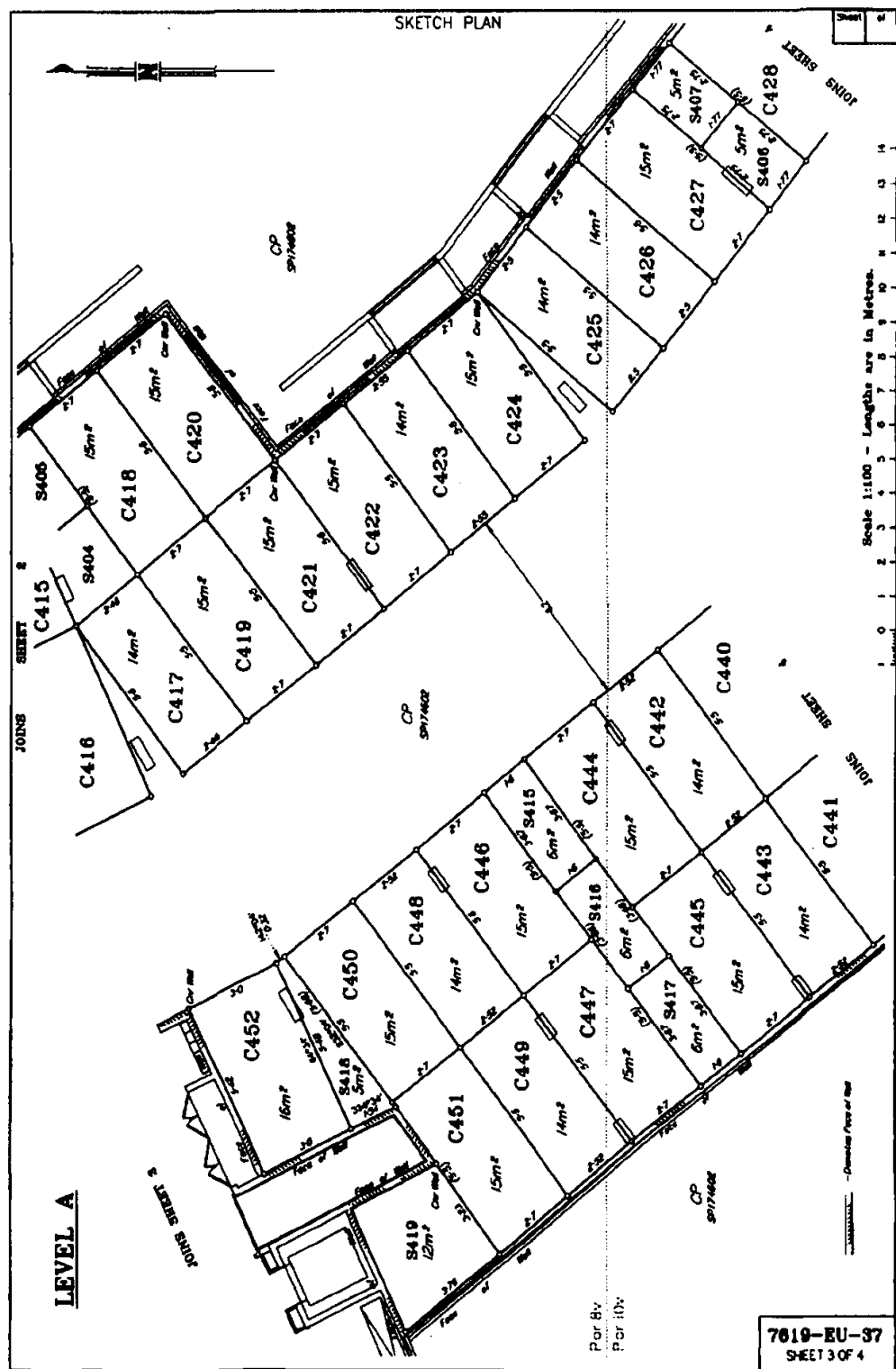
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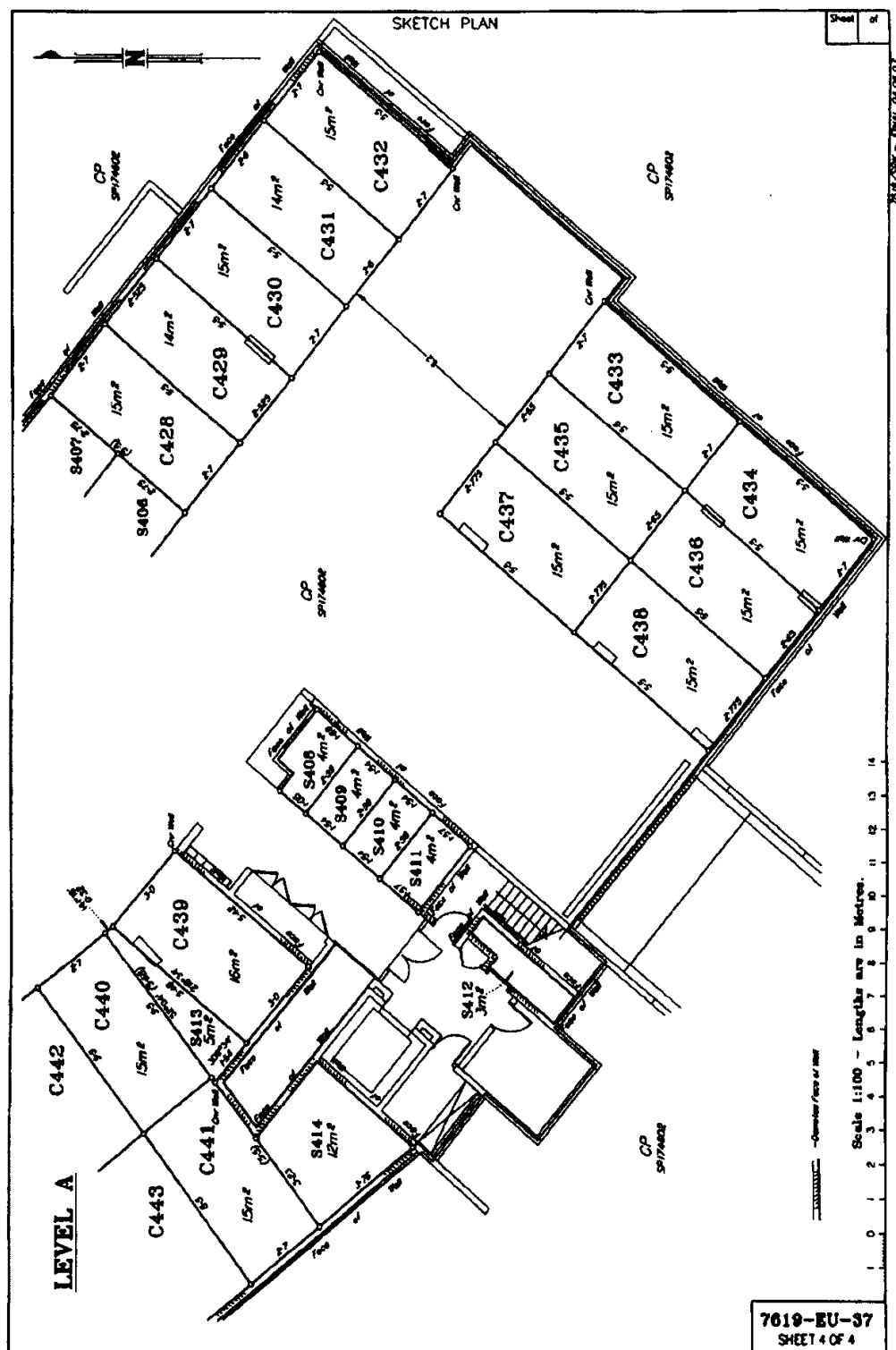


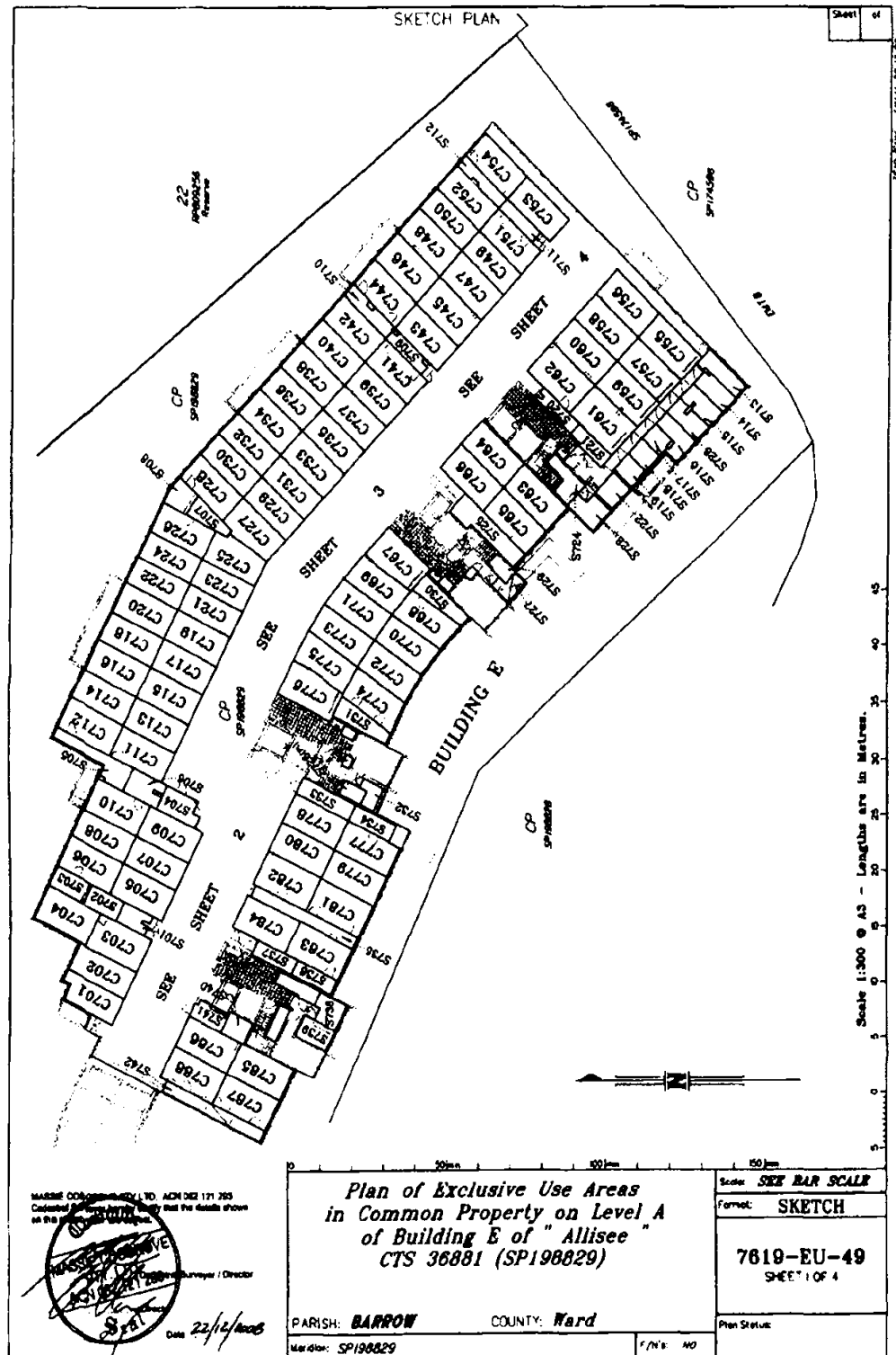


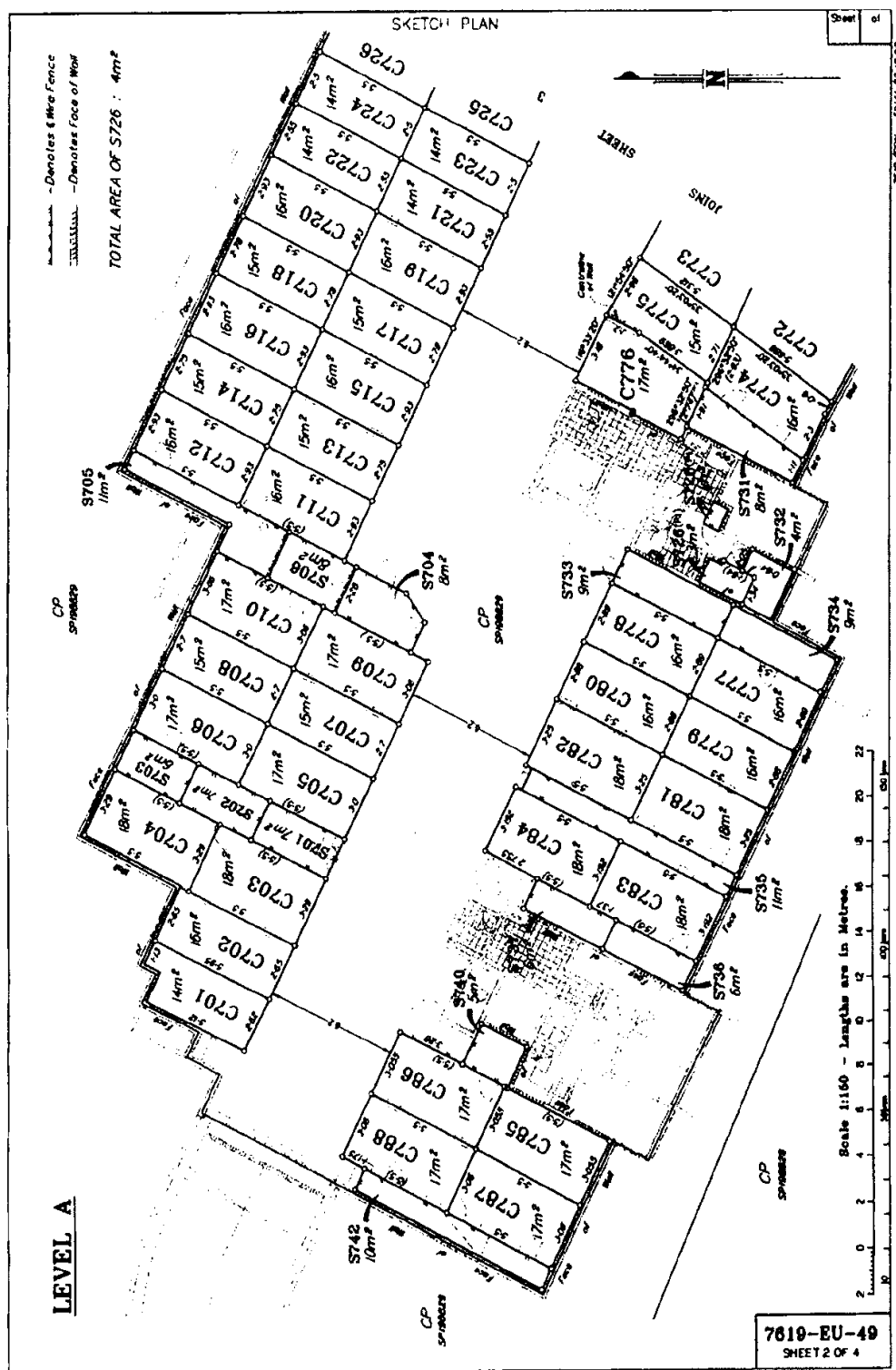


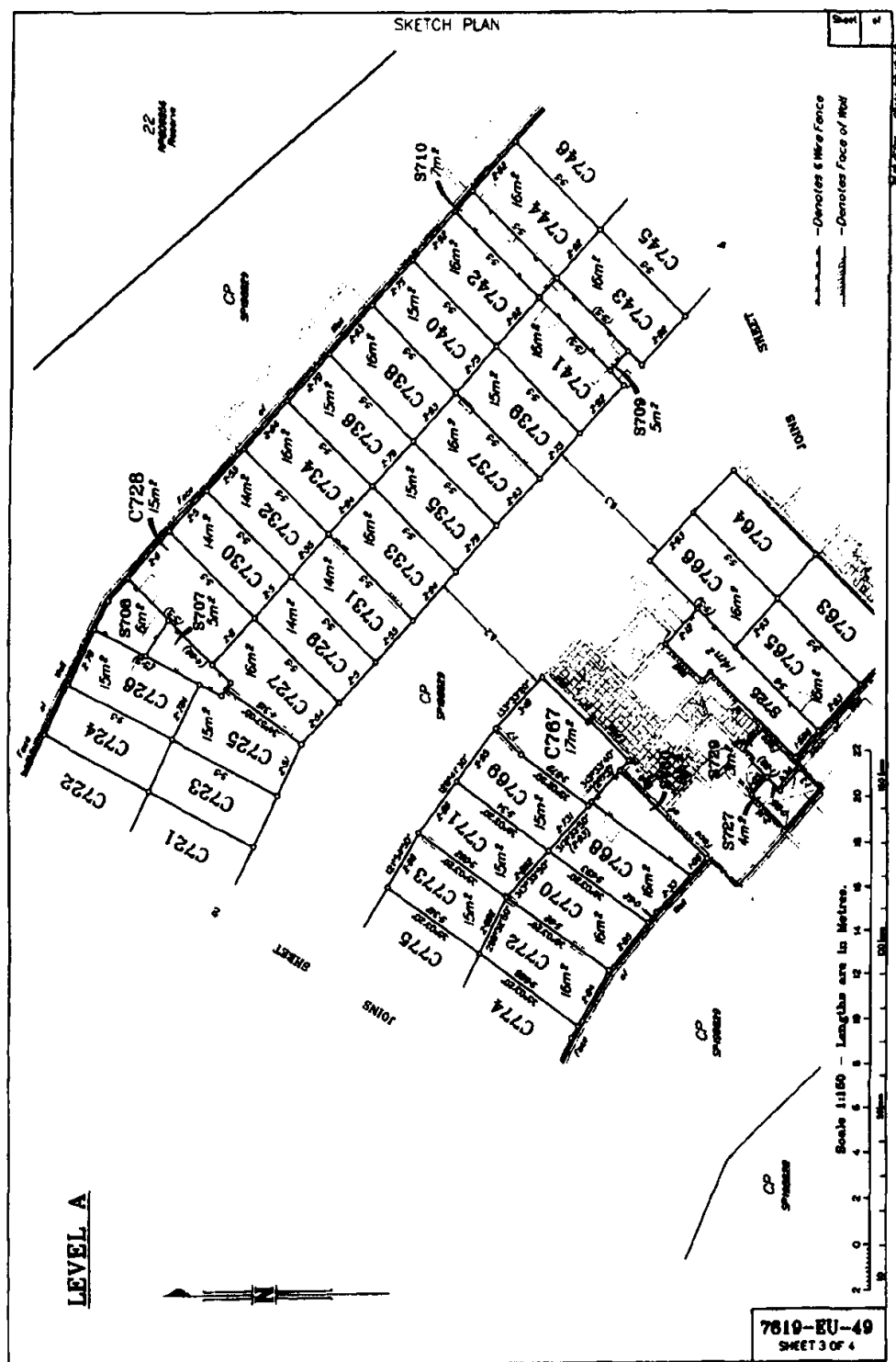


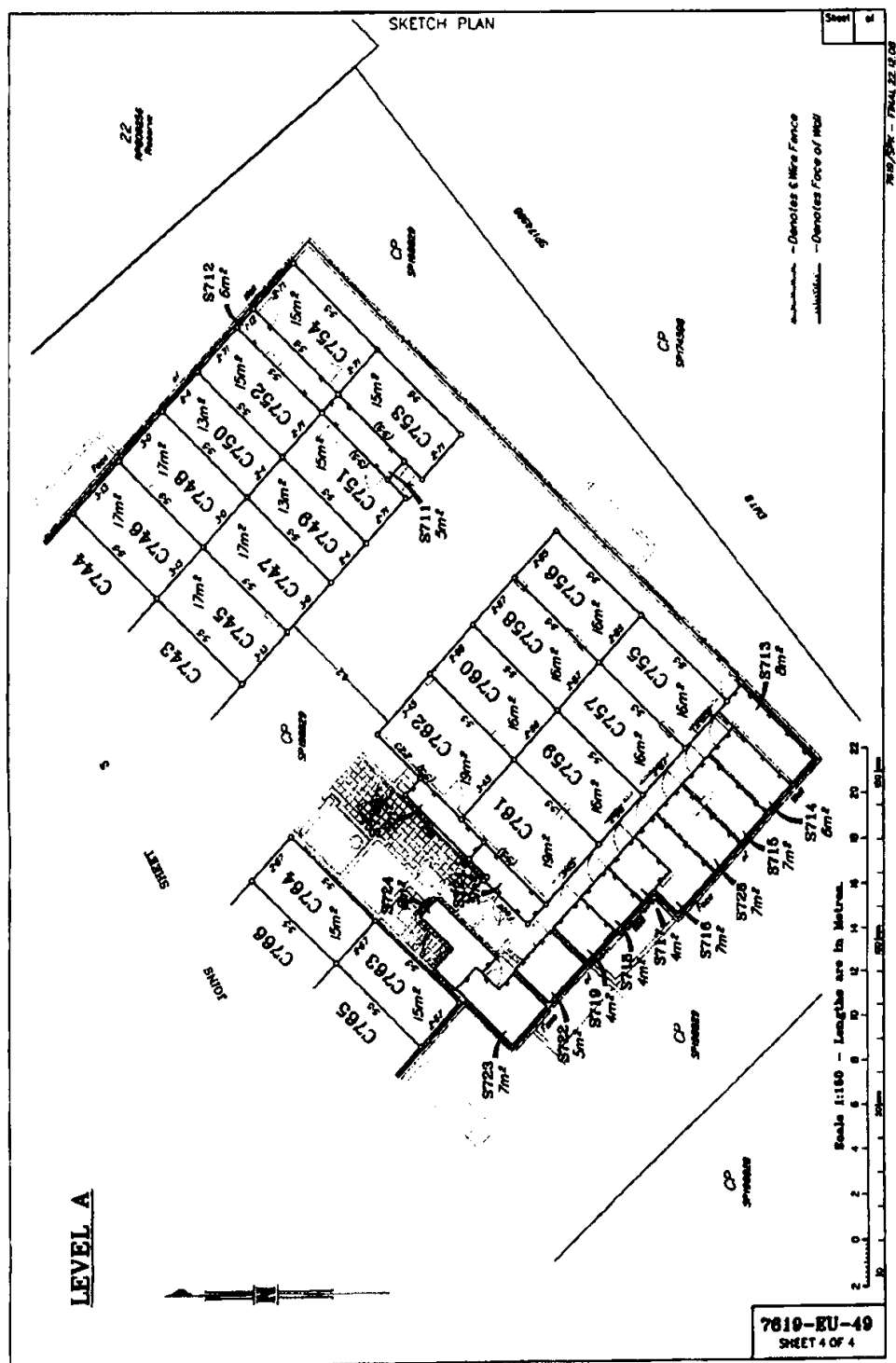


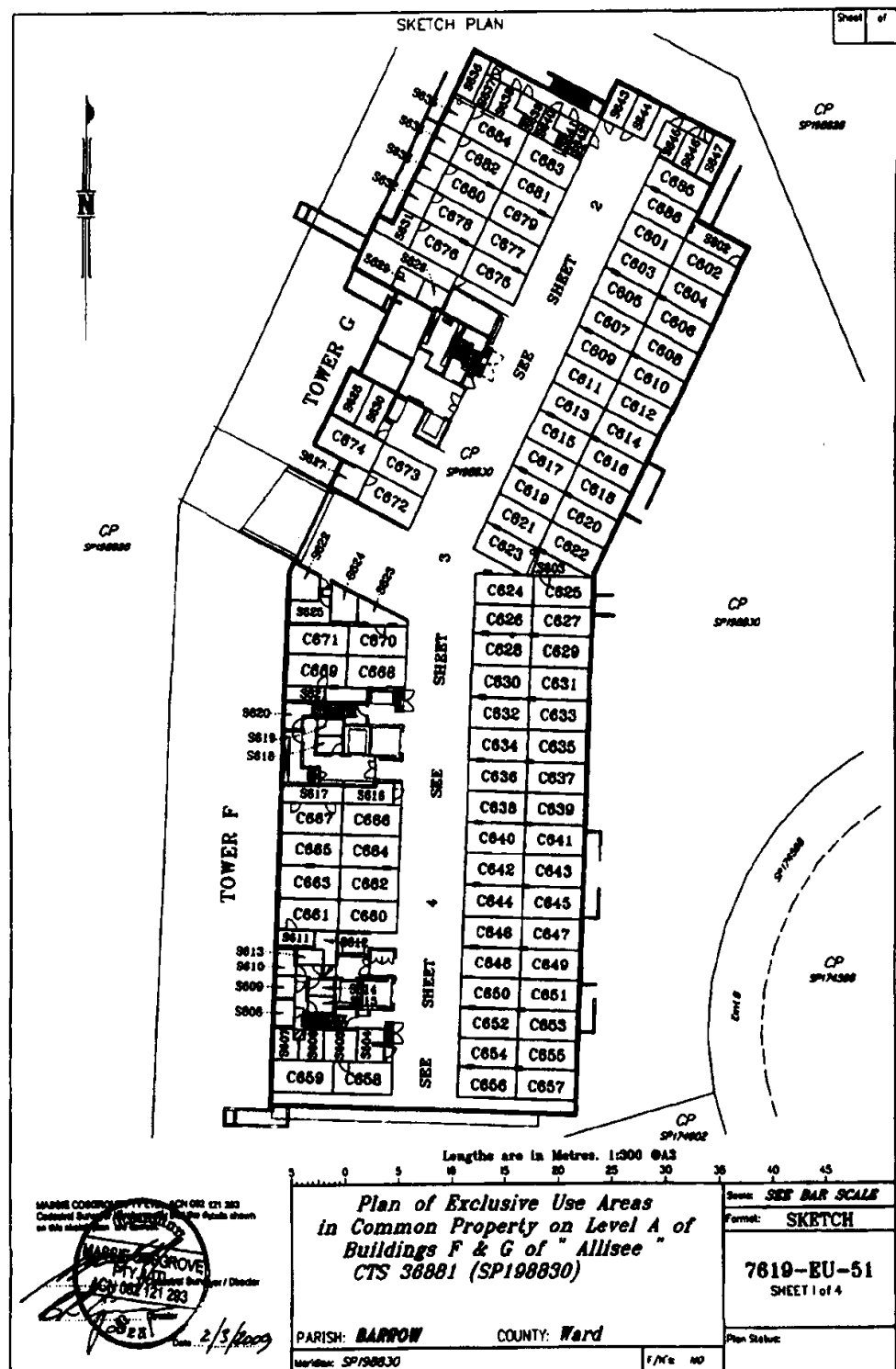


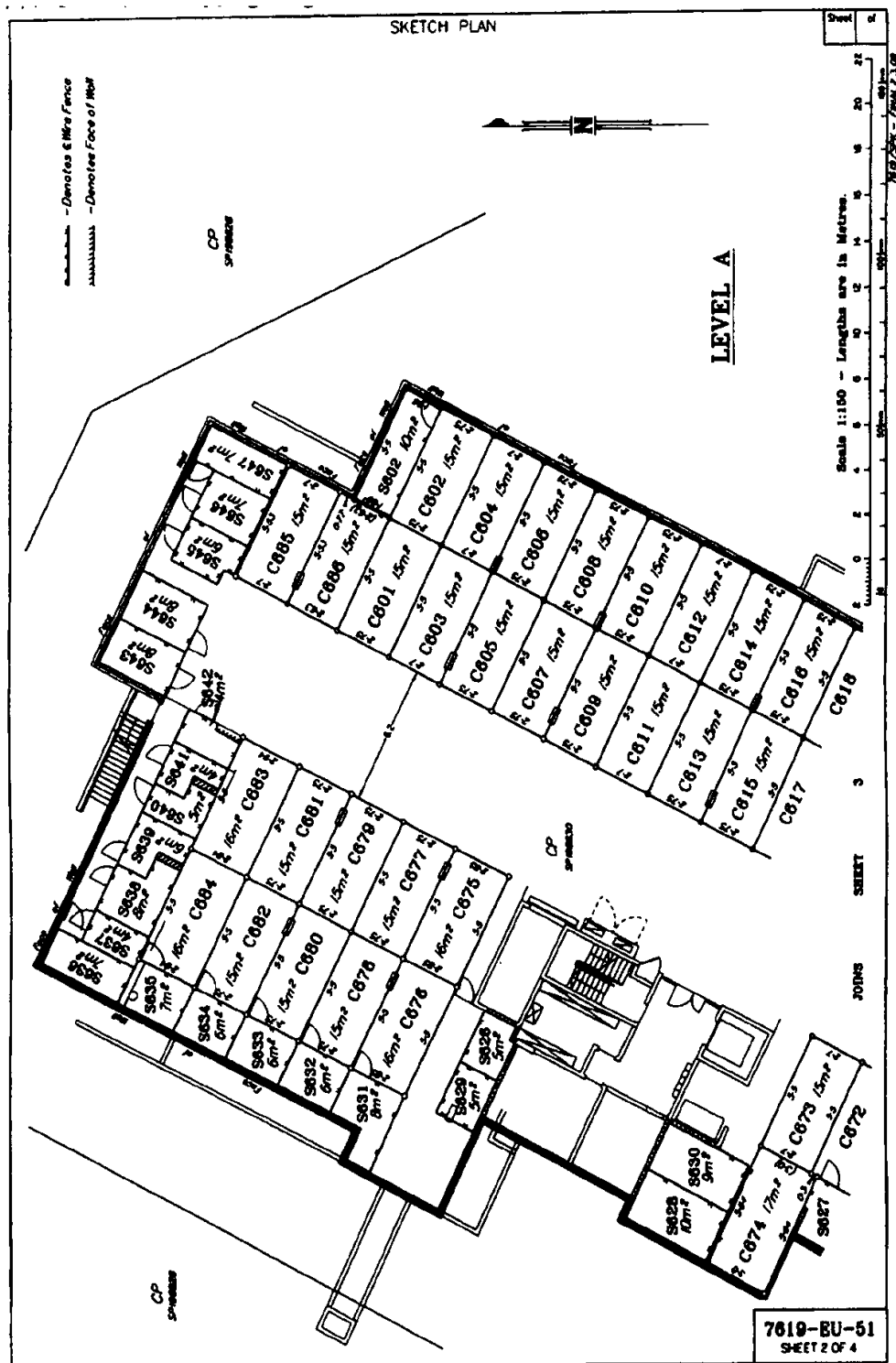


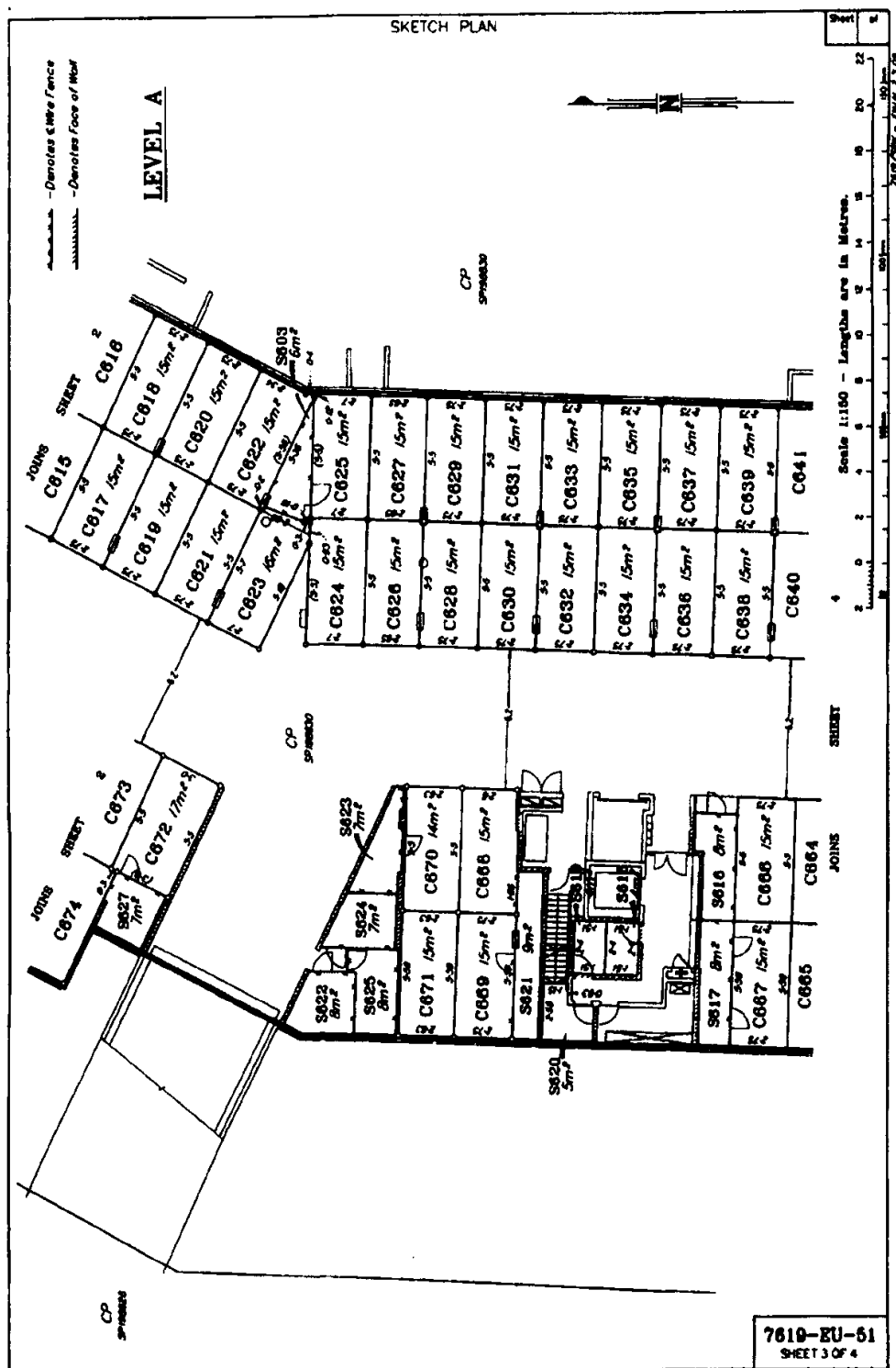














Know. Act. Resolve

29 October 2020

Brisbane Titles Registry Office
GPO Box 1401
BRISBANE QLD 4001

By Express Post

Dear Madam/Sir

**BODY CORPORATE FOR ALLISEE CTS 36881 – LODGEMENT
OF NEW COMMUNITY MANAGEMENT STATEMENT**

Our Ref: 201534

We refer to the requisition notice issued 27 October 2020 in respect of document number 720348012.

Please find **enclosed** for lodgement:

1. Form 14 and new Community Management Statement for registration; and
2. a signed credit card payment form for the shortfall fee of \$2.00.

Please contact our office should you have any queries.

Yours sincerely
Grace Lawyers Pty Ltd

Partner: Jason Carlson
Contact: Brogan Elliot, Senior Associate
Email: brogan.elliott@gracelawyers.com.au
Phone: (07) 3102 4120

Partners:
Colin Grace
Daniel Radman
Peter Ton
Jason Carlson

New South Wales
Level 5, 287 Elizabeth Street
Sydney NSW 2000
PO Box 20727
World Square NSW 2002
DX 11508 Sydney Downtown

PH 02 9284 2700
FX 02 9284 2799

Victoria
Level 23, HWT Tower, 40 City Road
Southbank VIC 3006

PH 03 9674 0474
FX 03 9674 0400

Queensland
Level 9, 179 North Quay
Brisbane QLD 4000
PO Box 12962
George Street QLD 4003

PH 07 3102 4120
FX 07 3102 4121

Australian Capital Territory
Level 9, Nishi Building
2 Phillip Law Street
Canberra ACT 2601

PH 02 6243 3652
FX 02 6243 4848

EM enquiries@gracelawyers.com.au
W www.gracelawyers.com.au
ABN 55 116 196 500

CTS 36881

ABN: 34628764875
 323 Bayview Street
 Hollywell Queensland 4216

Accounts: 1300889227
 Body Corporate Services (QLD) Pty Ltd

NOTICE OF CONTRIBUTIONS**Tax Invoice**

Geoffery Thomas Everett, Maureen Patricia Everett
 5201/323 Bayview Street
 Hollywell Queensland 4216

Invoice No: 0005316	Issue Date: 19/06/26
Net Amount Payable:	\$ 3,808.69
Due Date:	01/08/2026

Body Corporate ALLISEE - CTS: 36881 - ABN: 34628764875

Lot No. 3502 Unit U3502			Previous Balance:		0.00
Address: 323 Bayview Street, Hollywell, Queensland 4216			Penalty Interest:		0.00
Contribution Entitlement: 16 Interest Entitlement: 11			Issued levies not due:		0.00
Description	Transaction Type	Fund	Net	GST	Totals
For the period 01/08/2026 to 31/10/2026	Normal (interim)	Admin	\$1,846.35*	\$184.64	\$2,030.99
For the period 01/08/2026 to 31/10/2026 - Insurance Fund	Normal (interim)	Admin	\$146.05	\$14.60	\$160.65
01 August 2026 to 31 October 2026 - Legal Costs	Special	Admin	\$221.36	\$22.14	\$243.50
For the period 01/08/2026 to 31/10/2026	Normal (interim)	Sink	\$664.08*	\$66.41	\$730.49
01 August 2026 to 31 October 2026 - Access & Security Systems	Special	Sink	\$215.83	\$21.58	\$237.41
01 August 2026 to 31 October 2026 - Fascia Rectification	Special	Sink	\$323.19	\$32.32	\$355.51
01 August 2026 to 31 October 2026 - Foyer Entrance Rectification	Special	Sink	\$66.41	\$6.64	\$73.05
01 August 2026 to 31 October 2026 - Pool Rectification	Special	Sink	\$230.22	\$23.02	\$253.24
Arrears/Issued at time of printing					\$0.00
Gross Amount					\$4,084.84
Discount allowed if received by due date of 01/08/2026					\$276.15
Net Amount Payable					\$3,808.69

* The body corporate has determined that a 2.50% simple interest charge will be applied for each month a contribution or contribution instalment is in arrears. Please pay by the due date.
 If you are registered to use DEFT Biller Initiated Direct Debit on the due date, your nominated account will be debited \$3808.69 on 31/07/2026

CTS 36881

ABN: 34628764875
323 Bayview Street
Hollywell Queensland 4216

Accounts: 1300889227
Body Corporate Services (QLD) Pty Ltd

NOTICE OF CONTRIBUTIONS

Lot No. 3502 Unit U3502, continued from Page 1



DEFT Reference Number:
2179 9511 7349 5120 1366

How to Pay

Bpay: Contact your bank, credit union or building society to make this payment from your account.

Internet: Visit www.deft.com.au and use the DEFT reference number supplied on this page.

In person: Present this page to make your payment by cheque or EFTPOS at any post office.

Payments by credit or debit card may attract a surcharge.
Registration is required for payments from bank accounts.
Registration forms available from www.deft.com.au.

ALLISEE
Lot No. 3502 Unit U3502
ALLISEE
Invoice No: 0005316
If Paid After Due Date: \$4,084.84
If Paid Before Due Date: \$3,808.69
Due Date: 01/08/2026



Biller Code: 96503
Reference: 2179 9511 7349 5120 1366



*496 217995117 34951201366

+217995117 34951201366<

000380869<4+

CITY OF

GOLDCOAST™ Water and Sewerage Rate Notice

Gold Coast City Council

ABN 84 858 548 460
Page 1

Notice Number

8 3079420 6

Date of issue

3 August 2026169890/WE30/000605 D-041
M P EVERETT AND G T EVERETT
UNIT 5201 / 323 BAYVIEW ST
HOLLYWELL QLD 4216Cityofgoldcoast.com.au/water
(07) 5667 5995 or 1300 366 659**Current Billing Period:**

25 April 2026 to 24 July 2026

Amount due:

\$454.07*(see back for payment options)*

By Direct Debit on:

*(interest penalty applies after due date)***3 September 2026****To make payment**

Cityofgoldcoast.com.au/rates

UNIT 3502, 323 BAYVIEW STREET, HOLLYWELL

L 3502 SP174601

(Payments received after 26 July 2026 may not be included in this notice)

Water and sewerage charges*(see account page for details)***\$454.07****(Includes State Bulk Water Price)****Amount payable if paid by: 3 September 2026****\$454.07**

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 Cityofgoldcoast.com.au/myaccount

169890/WE30/000605

1/3

169890/WE30/000605

CITY OF

GOLDCOAST™**AUTOMATIC PAYMENT (DIRECT DEBIT)****REFERENCE NUMBER 8 3079420 6**

As arranged, Council will seek an AUTOMATIC DEDUCTION of the amount required to be paid from your nominated bank account on the due date printed below.

**DATE TO BE
DEBITED****3 September 2026****AMOUNT TO BE DEBITED
FROM YOUR ACCOUNT****\$454.07**

Please Call 1300 000 928:

- If you are selling your property
- If you wish to discuss any aspect of the Direct Debit arrangement

CITY OF
GOLDCOAST™**Rate Notice**cityofgoldcoast.com.au/rates
1300 366 659**Notice number**
2 3079420 8**Date of Issue**
20 July 2026169745/X08/107915 D-041 H1
M P Everett and G T Everett
Unit 5201 / 323 Bayview St
HOLLYWELL QLD 4216**Current rating period:**
1 July 2026 to 31 December 2026**\$1,579.07***(see back for payment options)***By Direct Debit on:****20 August 2026**

Total amount payable after due date:

\$1,691.61*(interest penalty applies after due date)*

UNIT 3502, 323 Bayview Street, HOLLYWELL QLD 4216

Lot 3502 SP174601

(Payments received after 1 July 2026 may not be included on this notice)

State Government and associated charges	<i>(see rate assessment page for details)</i>	\$131.00
Council rates and charges	<i>(see rate assessment page for details)</i>	\$1,560.61
Less 10% Council discount on GENERAL RATE if full payment received by the due date		\$112.54CR
Amount payable if paid by: 20 August 2026		\$1,579.07

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.****Sign-up to My Account to receive your notices by email. Visit cityofgoldcoast.com.au/myaccount****SCAN THE QR CODE**
to log-in or sign up
to My AccountCITY OF
GOLDCOAST™**AUTOMATIC PAYMENT (DIRECT DEBIT)**
REFERENCE NUMBER: 2 3079420 8

As arranged, Council will seek and AUTOMATIC DEDUCTION of the amount required to be paid from your nominated bank account on the due date printed below. Should there be insufficient funds available on that date, discount will not be allowed.

DATE TO BE DEBITED
20 August 2026**AMOUNT TO BE DEBITED FROM YOUR ACCOUNT**
\$1,579.07

Please Call 1300 366 659:

- If you are selling your property
- If you wish to discuss any aspect of the Direct Debit arrangement

In accordance with the *Local Government Act 2009, Local Government Regulation 2012* and Council of the City of Gold Coast's (Council) adopted budget resolutions, all rates and charges are due and payable within 31 days of the issue of the rate notice on which the rates or charges are levied. Any overdue amounts will attract penalty interest at the appropriate rate until either full payment (including the interest) is made or a satisfactory payment arrangement is approved by Council.

How to pay your rates



Pay using BPAY®

Biller Code: 575217
Ref: Use Notice Number

Telephone & Internet Banking – BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account.

No surcharge by the City applies when using a credit card to pay by BPAY®.

BPAY View®: view and pay this notice using internet banking.

BPAY View Registration No: use the **Notice Number** located at the top left of page 1.

www.bpay.com.au

© Registered to BPAY Pty Ltd ABN 69 079 137 518

Pay by phone

Call us on **1300 886 731** (or from outside Australia call **+61 7 5667 5995**) anytime to pay with MasterCard or Visa.

Payments by credit card will incur a surcharge. See BPAY® option to avoid surcharge.

Payment Reference Number: use the **Notice Number** over the page.



Pay online

Visit **cityofgoldcoast.com.au/payments** and follow the links to pay with MasterCard or Visa.

Payments by credit card will incur a surcharge. See BPAY® option to avoid surcharge.

Payment Reference Number: use the **Notice Number** over the page.



BPOINT in person

Pay at any Commonwealth Bank branch with cash, cheque or money order.



Post Billpay in person

Pay at any Australia Post office and present the entire notice when making payment. Payment by cash, cheque or debit card only.

Payments will incur a transaction fee. See BPAY® option to avoid a City transaction fee.



Customer Service Centre in person

Payment options include:
Debit Card – *surcharge free*
MasterCard or Visa – *surcharge applies*

Cash is not accepted.

For locations and opening hours visit **cityofgoldcoast.com.au/contactus**

Manage and pay your rates with My Account

View, manage and make payments. Set up a payment plan or a direct debit. Register at **cityofgoldcoast.com.au/myaccount** for secure and convenient access to manage your rates and water accounts anytime.

How to contact us



cityofgoldcoast.com.au/rates



07 5667 5995 or **1300 366 659**

Monday to Friday 8:30am – 5:30pm
(or from outside Australia call **+61 7 5667 5995**)



City of Gold Coast
PO Box 5042 GOLD COAST MC QLD 9726

Voluntary koala contribution

NOTE: This BPAY® number is for voluntary contributions to the acquisition and enhancement of the City's koala habitat only.



Biller Code: 37424
Ref: Use Notice Number

**NOT TO BE USED
FOR RATE PAYMENTS**

Telephone and Internet Banking – BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account.
More info: **www.bpay.com.au**

Details of cheque(s) etc, customer to complete.

Drawer

Bank or BSB

Branch

Amount

Proceeds of cheques, etc. will not be available until cleared.