

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

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

Lot on plan description

Community titles scheme or BUGTA scheme:

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

Yes

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

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

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

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

<p>Registered encumbrances</p>	<p>Registered encumbrances, if any, are recorded on the title search, and may affect your use of the property. Examples include easements, statutory covenants, leases and mortgages.</p> <p>You should seek legal advice about your rights and obligations before signing the contract.</p>
<p>Unregistered encumbrances (excluding statutory encumbrances)</p>	<p>There are encumbrances not registered on the title that will continue to affect the property after settlement. <input checked="" type="checkbox"/> No</p> <p>Note—If the property is part of a community titles scheme or a BUGTA scheme it may be subject to and have the benefit of statutory easements that are NOT required to be disclosed.</p> <p>Unregistered lease (if applicable)</p> <p>If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows:</p> <ul style="list-style-type: none"> » the start and end day of the term of the lease: <input type="text" value="Insert date range"/> » the amount of rent and bond payable: <input type="text" value="Insert amount of rent and bond"/> » whether the lease has an option to renew: <input type="text" value="Insert option to renew information"/> <p>Other unregistered agreement in writing (if applicable)</p> <p>If the unregistered encumbrance is created by an agreement in writing, and is not an unregistered lease, a copy of the agreement is given, together with relevant plans, if any.</p> <p>Unregistered oral agreement (if applicable)</p> <p>If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows:</p> <div style="border: 1px solid black; padding: 5px; min-height: 100px;"> <p>Insert names of parties to the agreement, term of the agreement and any amounts payable by the owner of the property</p> </div>
<p>Statutory encumbrances</p>	<p>There are statutory encumbrances that affect the property. <input checked="" type="checkbox"/> Yes</p> <p><i>If Yes, the details of any statutory encumbrances are as follows:</i></p> <div style="border: 1px solid black; padding: 5px; min-height: 100px;"> <p>Sewerage and telecommunications lines as per the plans disclosed</p> </div>
<p>Residential tenancy or rooming accommodation agreement</p>	<p>The property has been subject to a residential tenancy agreement or a rooming accommodation agreement under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> during the last 12 months. <input checked="" type="checkbox"/> Yes</p> <p>If Yes, when was the rent for the premises or each of the residents' rooms last increased? <i>(Insert date of the most recent rent increase for the premises or rooms)</i> <input type="text" value="5 July 2024"/></p> <p>Note—Under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> the rent for a residential premises may not be increased earlier than 12 months after the last rent increase for the premises.</p> <p>As the owner of the property, you may need to provide evidence of the day of the last rent increase. You should ask the seller to provide this evidence to you prior to settlement.</p>

Part 3 – Land use, planning and environment

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

Zoning	<p>The zoning of the property is <i>(Insert zoning under the planning scheme, the Economic Development Act 2012; the Integrated Resort Development Act 1987; the Mixed Use Development Act 199; the State Development and Public Works Organisation Act 1971 or the Sanctuary Cove Resort Act 1985, as applicable)</i>:</p> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;"> Special purpose, special development areas precinct </div>	
Transport proposals and resumptions	<p>The lot is affected by a notice issued by a Commonwealth, State or local government entity and given to the seller about a transport infrastructure proposal* to: locate transport infrastructure on the property; or alter the dimensions of the property.</p> <p style="text-align: right;">X No</p> <p>The lot is affected by a notice of intention to resume the property or any part of the property.</p> <p style="text-align: right;">X No</p> <p><i>If Yes, a copy of the notice, order, proposal or correspondence must be given by the seller.</i></p>	
<p>* <i>Transport infrastructure</i> has the meaning defined in the <i>Transport Infrastructure Act 1994</i>. A <i>proposal</i> means a resolution or adoption by some official process to establish plans or options that will physically affect the property.</p>		
Contamination and environmental protection	<p>The property is recorded on the Environmental Management Register or the Contaminated Land Register under the <i>Environmental Protection Act 1994</i>.</p> <p>The following notices are, or have been, given:</p> <p>A notice under section 408(2) of the <i>Environmental Protection Act 1994</i> (for example, land is contaminated, show cause notice, requirement for site investigation, clean up notice or site management plan).</p> <p style="text-align: right;">X No</p> <p>A notice under section 369C(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which an environmental enforcement order applies).</p> <p style="text-align: right;">X No</p> <p>A notice under section 347(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which a prescribed transitional environmental program applies).</p> <p style="text-align: right;">X No</p>	
Trees	<p>There is a tree order or application under the <i>Neighbourhood Disputes (Dividing Fences and Trees) Act 2011</i> affecting the property.</p> <p style="text-align: right;">X No</p> <p><i>If Yes, a copy of the order or application must be given by the seller.</i></p>	
Heritage	<p>The property is affected by the <i>Queensland Heritage Act 1992</i> or is included in the World Heritage List under the <i>Environment Protection and Biodiversity Conservation Act 1999</i> (Cwlth).</p> <p style="text-align: right;">X No</p>	
Flooding	<p>Information about whether the property is affected by flooding or another natural hazard or within a natural hazard overlay can be obtained from the relevant local government and you should make your own enquires. Flood information for the property may also be available at the FloodCheck Queensland portal or the Australian Flood Risk Information portal.</p>	
Vegetation, habitats and protected plants	<p>Information about vegetation clearing, koala habitats and other restrictions on development of the land that may apply can be obtained from the relevant State government agency.</p>	

Part 4 – Buildings and structures

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

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

Part 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—
	<p>The total amount payable* for all rates and charges (without any discount) for the property as stated in the most recent rate notice is:</p> <p>Amount: <input type="text" value="\$1,539.62"/> Date Range: <input type="text" value="1/1/25-30/6/25"/></p> <p>OR</p> <p>The property is currently a rates exempt lot.**</p> <p>OR</p> <p>The property is not rates exempt but no separate assessment of rates is issued by a local government for the property.</p>

*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—
	<p>The total amount payable as charges for water services for the property as indicated in the most recent water services notice* is:</p> <p>Amount: <input type="text" value="\$421.56"/> Date Range: <input type="text" value="21/2/25-23/5/25"/></p> <p>OR</p> <p>There is no separate water services notice issued for the lot; however, an estimate of the total amount payable for water services is:</p> <p>Amount: <input type="text" value="Insert estimated amount"/> Date Range: <input type="text" value="Insert date range"/></p>

* 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

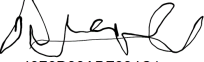
(If the property is part of a community titles scheme or a BUGTA scheme this Part must be completed)

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.

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

Signatures – SELLER

DocuSigned by:

4976D38ABF834C1...

Signature of seller

Signature of seller

RODNEY SPENCER HARRISON SCARFE

Name of seller

Name of seller

14-08-2025

Date

Date

Signatures – BUYER

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

Signature of buyer

Signature of buyer

Name of buyer

Name of buyer

Date

Date

CURRENT TITLE SEARCH
QUEENSLAND TITLES REGISTRY PTY LTD

Request No: 52891201
Search Date: 07/08/2025 09:51

Title Reference: 50538883
Date Created: 31/01/2005

Previous Title: 50533660

REGISTERED OWNER

Dealing No: 720875681 21/06/2021

RODNEY SPENCER HARRISON SCARFE

ESTATE AND LAND

Estate in Fee Simple

LOT 3102 SURVEY PLAN 155585
Local Government: GOLD COAST
COMMUNITY MANAGEMENT STATEMENT 33550

EASEMENTS, ENCUMBRANCES AND INTERESTS

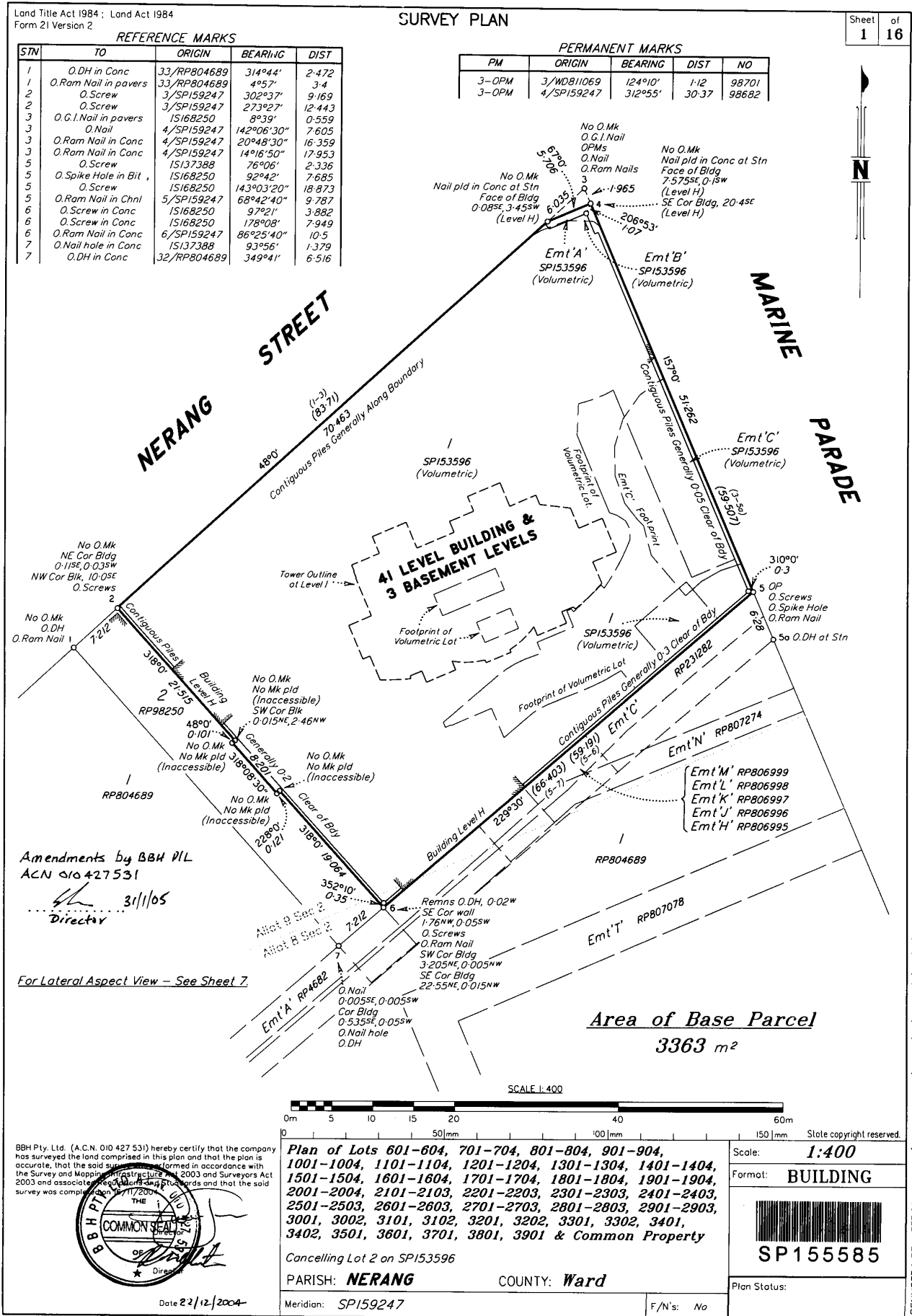
1. Rights and interests reserved to the Crown by
Deed of Grant No. 10252157 (ALLOT 8 SEC 2)
Deed of Grant No. 10252159 (ALLOT 9 SEC 2)
Deed of Grant No. 11248021 (ALLOT 9 SEC 2)
2. BUILDING MANAGEMENT STATEMENT No 708273683 07/12/2004 at 15:12
benefiting and burdening the lot
3. AMENDMENT No 722420089 18/04/2023 at 15:12
BUILDING MANAGEMENT STATEMENT: 708273683

ADMINISTRATIVE ADVICES - NIL
UNREGISTERED DEALINGS - NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

COPYRIGHT QUEENSLAND TITLES REGISTRY PTY LTD [2025]
Requested By: D-ENQ INFOTRACK PTY LIMITED



BBHNETT & BENNETT 02.144.A120 (221448FP.DWG) DC 1/10/02 Rev A 12/11/02

708391936

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

GC 400 NT

\$6609.90
27/01/2005 14:00

Registered

s. Lodged by
Freestone & Kummick
Gallery Level, 50 Cavill Ave
Surfers Paradise.
55388300

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

1. Certificate of Registered Owners or Lessees.

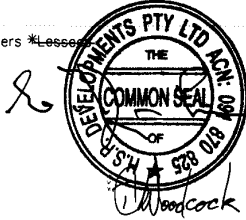
+/We **HSP DEVELOPMENTS P.TY. LTD.**
A.C.N. 091 870 825

(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



6. Existing			Created		
Title Reference	Lot	Plan	Lots	Emts	Road
50533660	2	SP153596	601-604, 701-704, 801-804, 901-904, 1001-1004, 1101-1104, 1201-1204, 1301-1304, 1401-1404, 1501-1504, 1601-1604, 1701-1704, 1801-1804, 1901-1904, 2001-2004, 2101-2103, 2201-2203, 2301-2303, 2401-2403, 2501-2503, 2601-2603, 2701-2703, 2801-2803, 2901-2903, 3001, 3002, 3101, 3102, 3201, 3202, 3301, 3302, 3401, 3402, 3501, 3601, 3701, 3801, 3901 & CP		

BENEFIT EASEMENT ALLOCATIONS

Easement	Lots Fully Benefited	Lots Partially Benefited
601561510		604, 704, 804, 904, 1004, 1104, 1204, 1304, 1404, 1504, 1604, 1704, 1804, 1904, 2004, 2103, 2203, 2303, 2403, 2503, 2603, 2703, 2803, 2903, 3002, 3102, 3202, 3302, 3402, 3501, 3601, 3701, 3801, 3901 & CP
601561511 601561513		CP 603, 604, 703, 704, 803, 804, 903, 904, 1003, 1004, 1103, 1104, 1203, 1204, 1303, 1304, 1403, 1404, 1503, 1504, 1603, 1604, 1703, 1704, 1803, 1804, 1903, 1904, 2003, 2004, 2102, 2103, 2202, 2203, 2302, 2303, 2402, 2403, 2502, 2503, 2602, 2603, 2702, 2703, 2802, 2803, 2902, 2903, 3002, 3102, 3202, 3302, 3402, 3501, 3601, 3701, 3801, 3901 & CP

ENCUMBRANCE EASEMENT ALLOCATION

Easement	Lots to be Encumbered.
708273656 708273663	CP CP
601-604, 701-704, 801-804, 901-904, 1001-1004, 1101-1104, 1201-1204, 1301-1304, 1401-1404, 1501-1504, 1601-1604, 1701-1704, 1801-1804, 1901-1904, 2001-2004, 2101-2103, 2201-2203, 2301-2303, 2401-2403, 2501-2503, 2601-2603, 2701-2703, 2801-2803, 2901-2903, 3001, 3002, 3101, 3102, 3201, 3202, 3301, 3302, 3401, 3402, 3501, 3601, 3701, 3801 & 3901	Allot 9 Sec 2
CP	Allot 8 Sec 2 & Allot 9 Sec 2
Lots	Orig

NOTE:
1. All lots are wholly contained within the base parcel
2. Minor building encroachments will be satisfied by the provisions of the BMS

Date of DA. 23/09/2003

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.

2. Local Government Approval.

* **COUNCIL OF THE CITY OF GOLD COAST**
hereby approves this plan in accordance with the:
%

INTEGRATED PLANNING ACT 1997

* Rule out whichever is inapplicable

Dated this 18th day of January 2005

David Andrew Lohour #
David Andrew Lohour #
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

3. Plans with Community Management Statement :

CMS Number :
Name : **PIVOTAL POINT RESIDENTIAL**

4. References :

Dept File :
Local Govt : **PN21376a/obj/cr**
Surveyor : **02.144.A12A**

7. Portion Allocation :

8. Map Reference :
9542-22313

9. Locality :
SOUTHPORT

10. Local Government :
GOLD COAST CITY COUNCIL

11. Passed & Endorsed :

By: **BBH Pty. Ltd. A.C.N. 010 427 531**
Date: **19.1.2005**
Signed: *[Signature]*
Designation: **Director.**

[Signature] **19.1.2005**
Cadastral Surveyor/Director * Date
* delete words not required

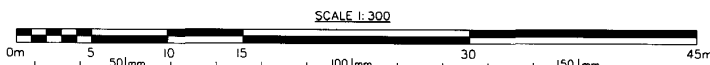
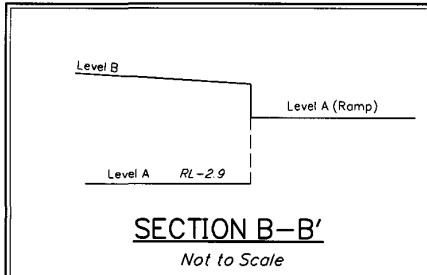
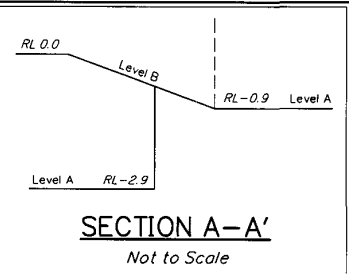
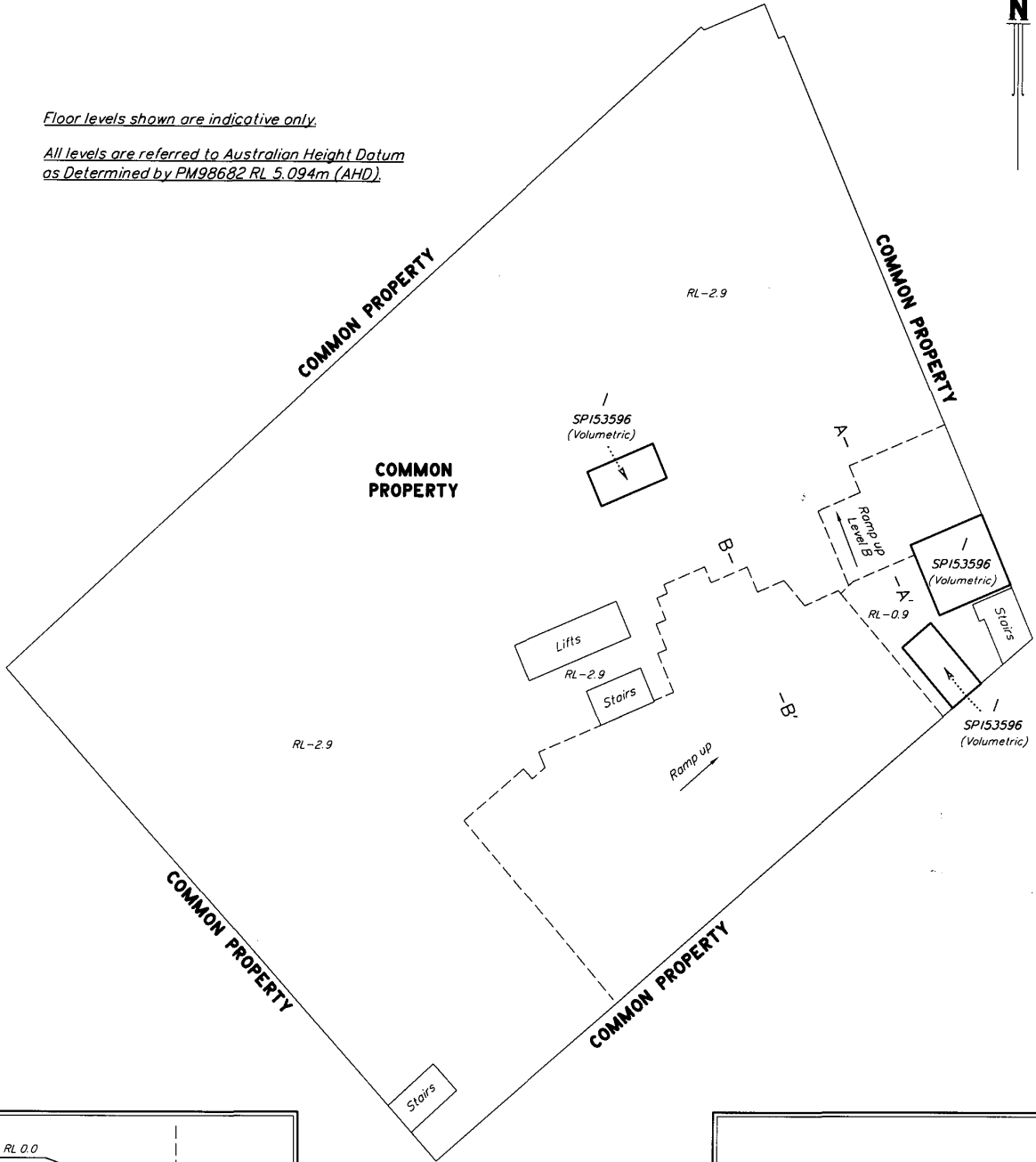
13. Lodgement Fees :
Survey Deposit \$ 250.00
Lodgement \$ 105.60
New Titles \$ 250.00
Photocopy \$
Postage \$
TOTAL \$ 655.60

14. Insert Plan Number
SP155585

LEVEL A
(Basement Level 3)
Scale 1:300

Floor levels shown are indicative only.

*All levels are referred to Australian Height Datum
as Determined by PM98682 RL 5.094m (AHD).*



State copyright reserved.
Insert Plan Number **SP155585**

BENNETT & BENNETT 02 144 412a (22/144BFP-DWG) DC 1/10/02 Rev A 12/11/02

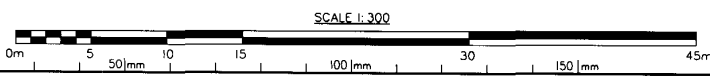
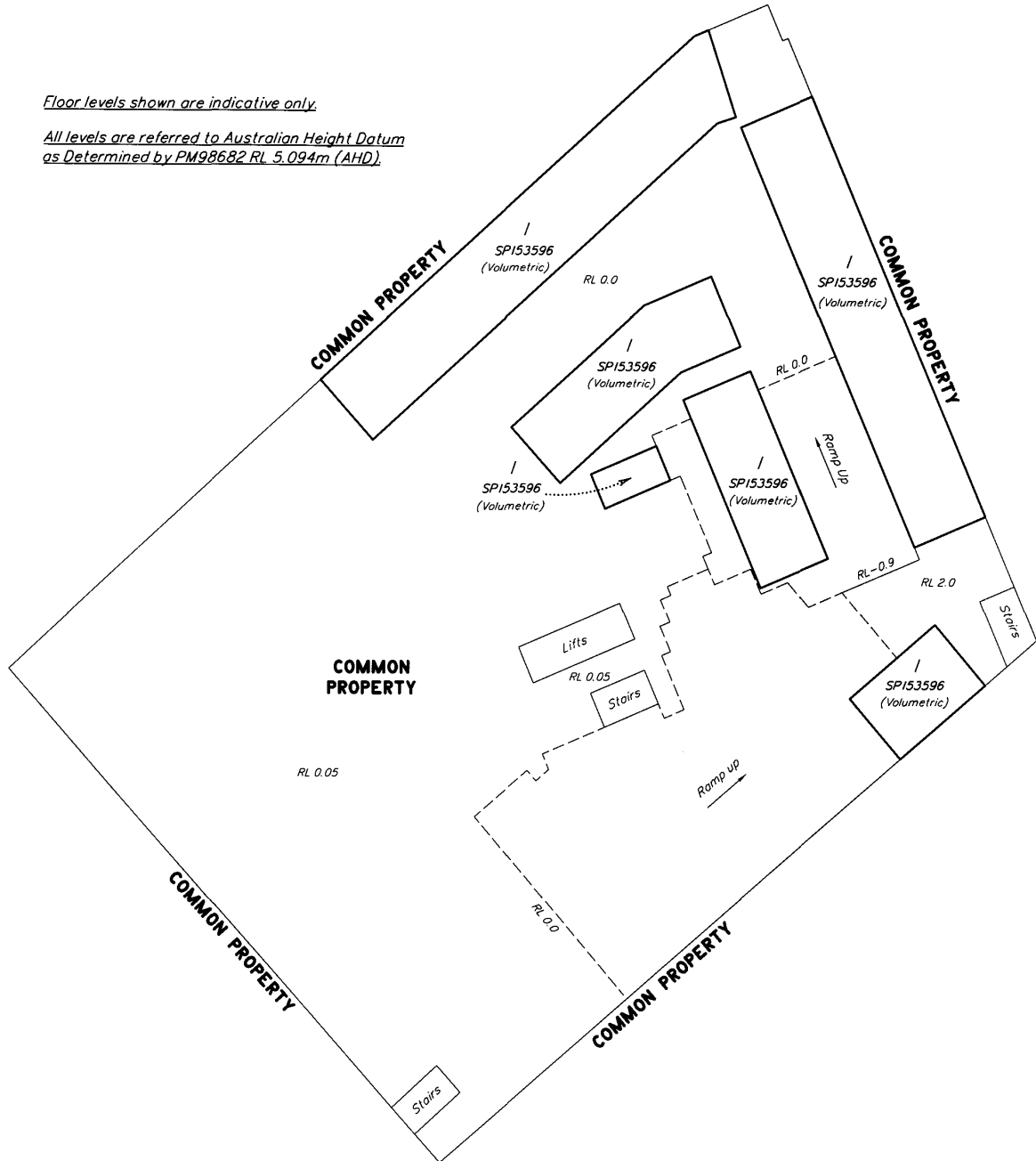
LEVEL B

(Basement Level 2)

Scale 1:300

Floor levels shown are indicative only.

*All levels are referred to Australian Height Datum
as Determined by PM98682 RL 5.094m (AHD).*



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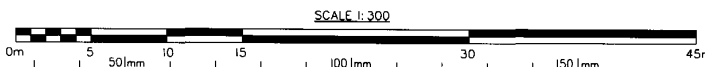
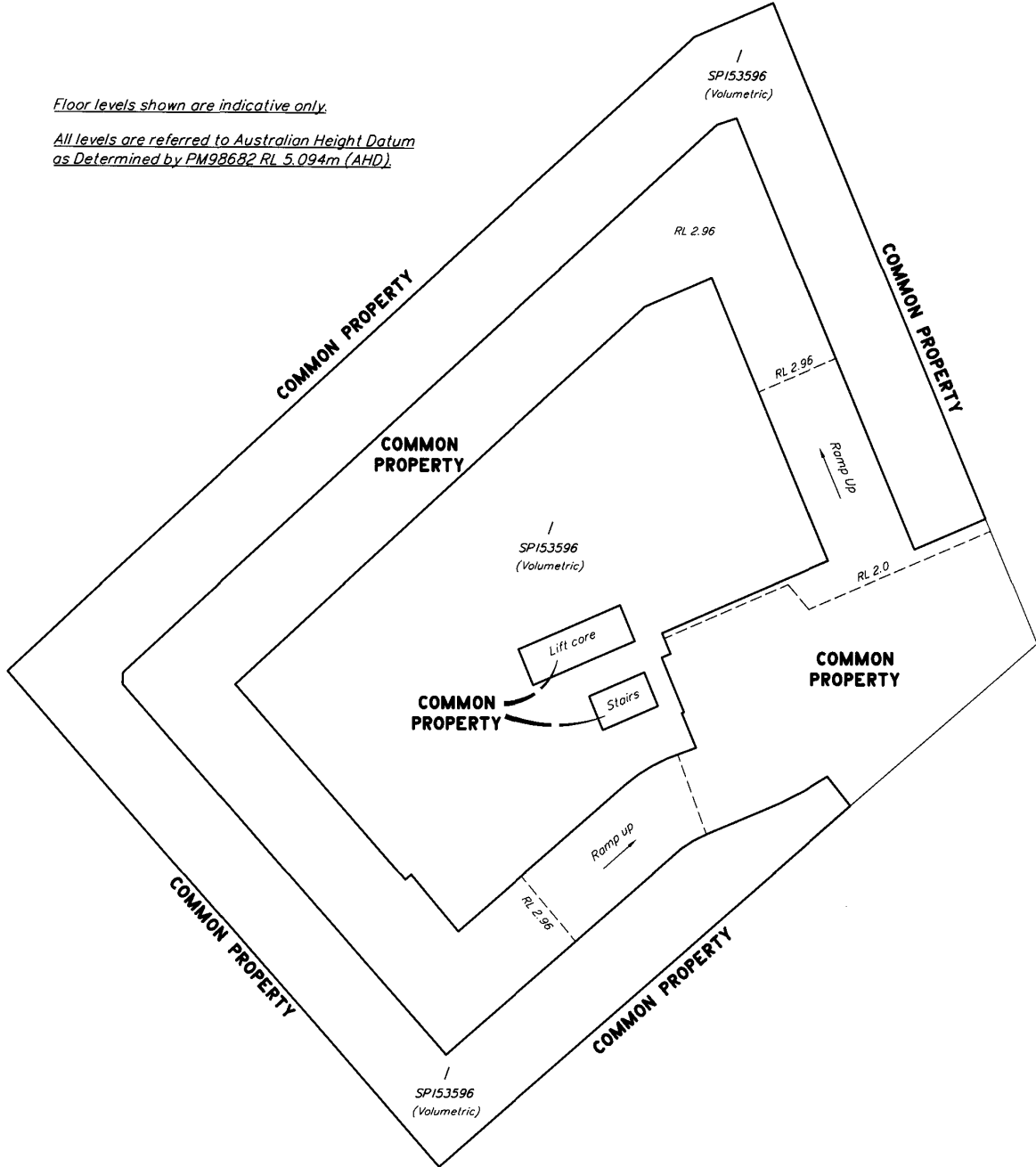
Insert Plan Number **SP155585**

BENNETT & BENNETT 02.44.412b (22144BPP.DWG) DC 1/10/02 Rev.A 12/11/02

LEVEL C
(Basement Level I)
Scale 1:300

Floor levels shown are indicative only.

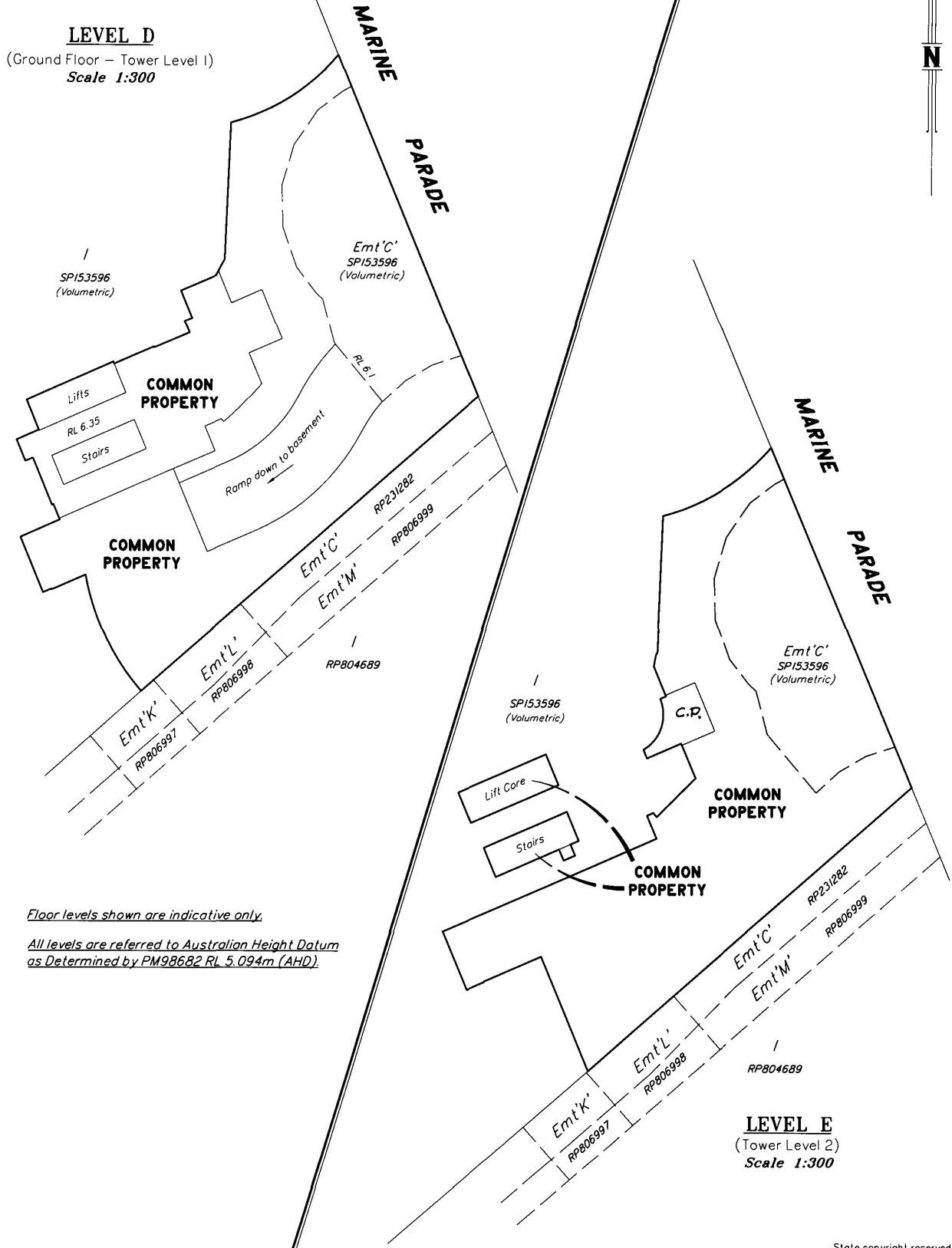
*All levels are referred to Australian Height Datum
as Determined by FM98682 RL 5.094m (AHD).*



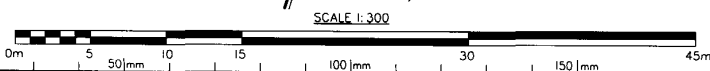
State copyright reserved.

Insert Plan Number **SP155585**

LEVEL D
(Ground Floor – Tower Level 1)
Scale 1:300



Floor levels shown are indicative only.
All levels are referred to Australian Height Datum as Determined by PM98682 RL 5.094m (AHD).



State copyright reserved.
Insert Plan Number **SP155585**

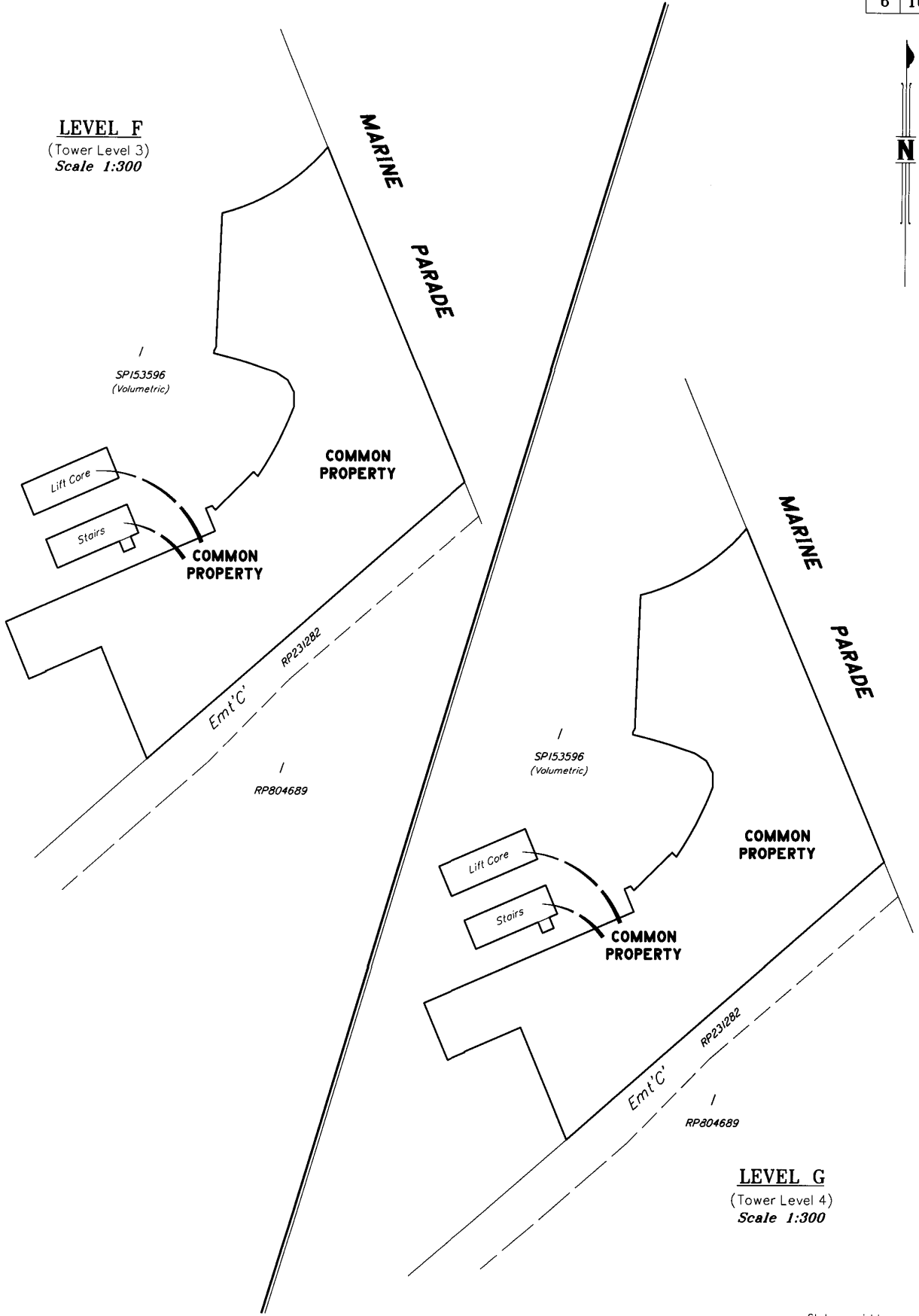
BENNETT & BENNETT 02.144.A120 (22144BFP.DWG) DC 1/10/02

Land Title Act 1984 ; Land Act 1984
Form 21A Version 1

ADDITIONAL SHEET

Sheet 6 of 16

LEVEL F
(Tower Level 3)
Scale 1:300



SP153596
(Volumetric)

Lift Core
Stairs

COMMON PROPERTY

COMMON PROPERTY

MARINE PARADE

RP231282

Emt'C'

RP804689

SP153596
(Volumetric)

Lift Core
Stairs

COMMON PROPERTY

COMMON PROPERTY

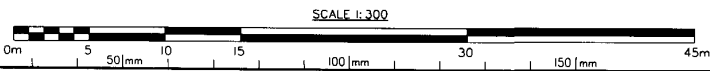
MARINE PARADE

RP231282

Emt'C'

RP804689

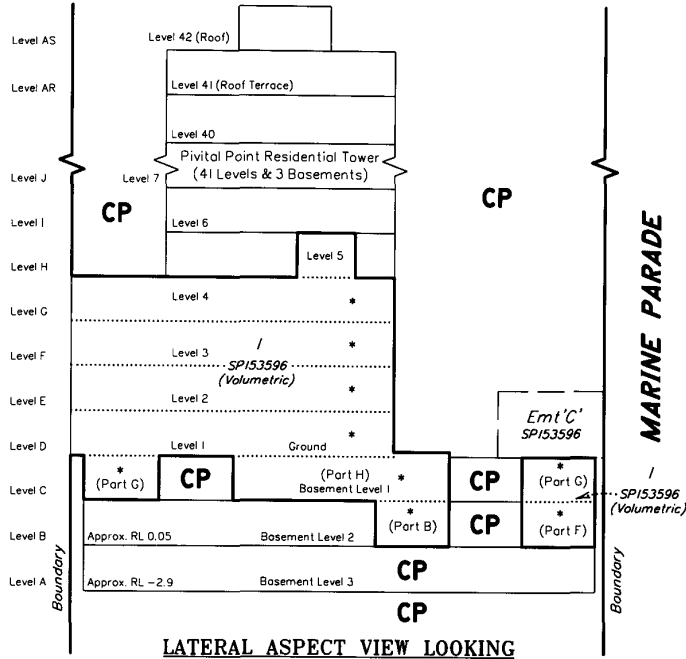
LEVEL G
(Tower Level 4)
Scale 1:300



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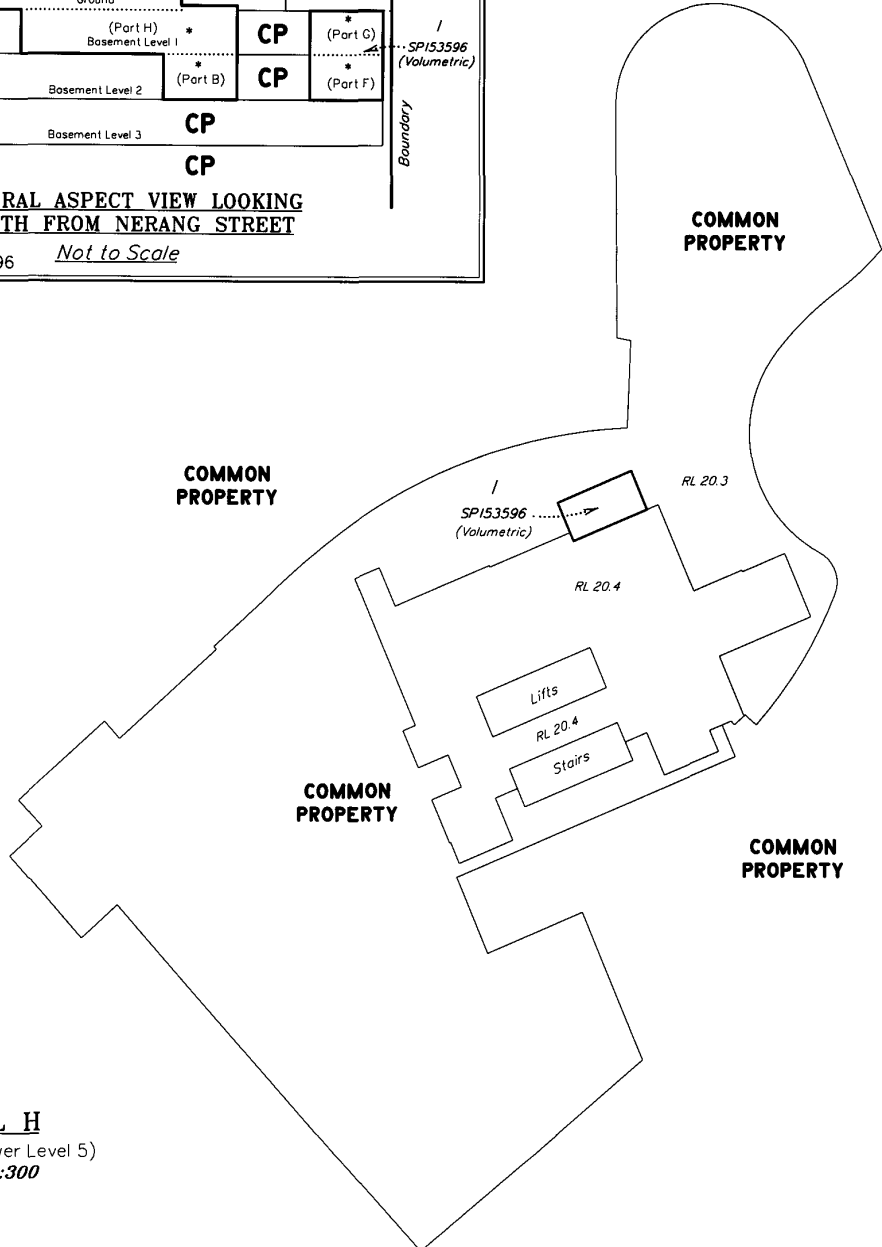
Insert Plan Number **SP155585**

BENNETT & BENNETT 02 144 A12a (22/14/8FP.DWG) DC 1/10/02

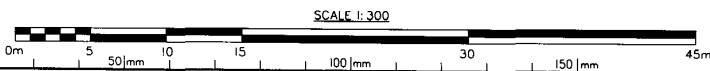


LATERAL ASPECT VIEW LOOKING SOUTH FROM NERANG STREET

* - Denotes Lot 1 on SPI53596 *Not to Scale*



LEVEL H
(Podium - Tower Level 5)
Scale 1:300



State copyright reserved.
Insert Plan Number **SP155585**

BENNETT & BENNETT 02.144.A120 (22/144BFF.DWG) DC 1/10/02

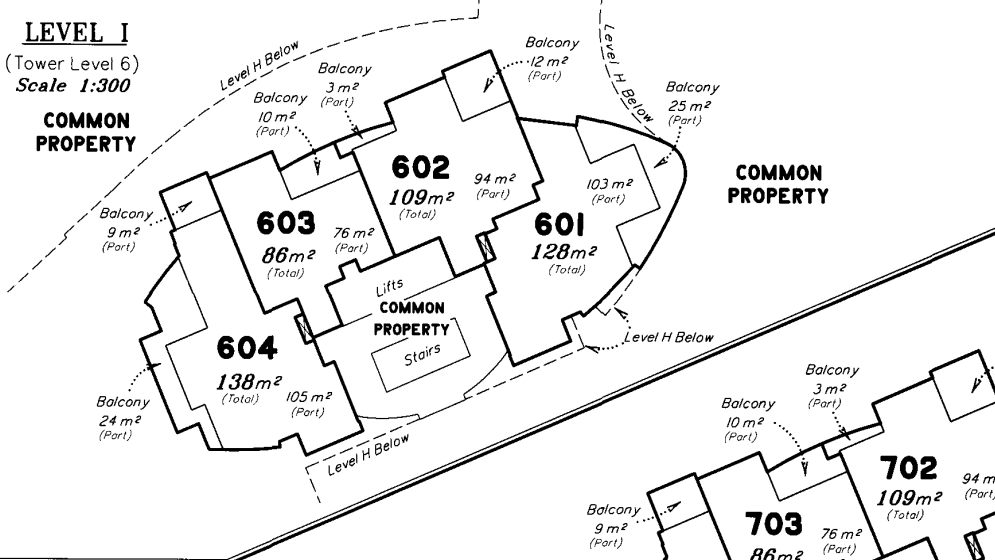
Land Title Act 1984; Land Act 1984
Form 21A Version 1

ADDITIONAL SHEET

Sheet 8 of 16

LEVEL I
(Tower Level 6)
Scale 1:300

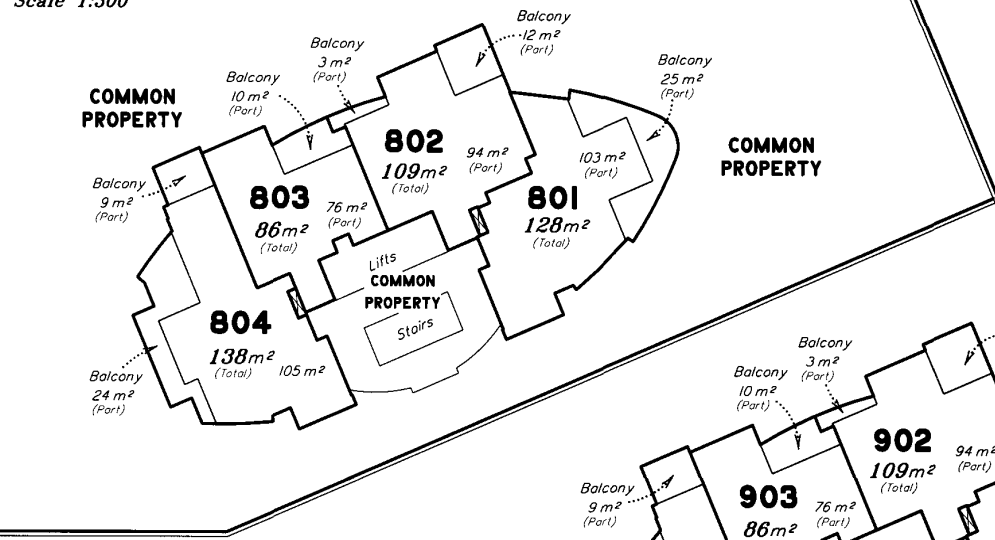
COMMON PROPERTY



COMMON PROPERTY

LEVEL K
(Tower Level 8)
Scale 1:300

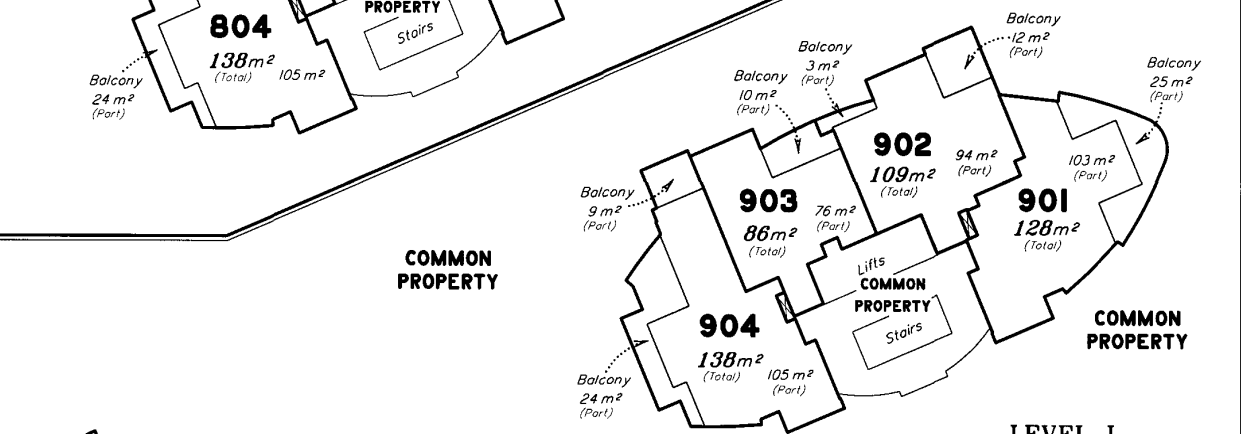
COMMON PROPERTY



COMMON PROPERTY

LEVEL J
(Tower Level 7)
Scale 1:300

COMMON PROPERTY

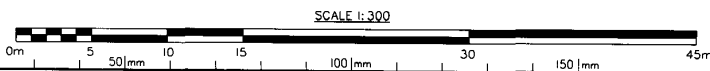


COMMON PROPERTY

LEVEL L
(Tower Level 9)
Scale 1:300

COMMON PROPERTY

— Denotes Common Property



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Insert Plan Number **SP155585**

BENNETT & BENNETT 02.144.A12a (22/144BFF.DWG) DC 1/10/02

LEVEL M

(Tower Level 10)

Scale 1:300

COMMON PROPERTY

1002
109m² (Total)
94 m² (Part)
103 m² (Part)

1003
86m² (Total)
76 m² (Part)

1004
138m² (Total)
105 m² (Part)

Lifts
COMMON PROPERTY
Stairs

COMMON PROPERTY

Balcony 10 m² (Part)

Balcony 3 m² (Part)

Balcony 12 m² (Part)

Balcony 25 m² (Part)

Balcony 9 m² (Part)

Balcony 24 m² (Part)

Balcony 9 m² (Part)

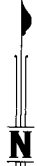
Balcony 24 m² (Part)

Balcony 10 m² (Part)

Balcony 3 m² (Part)

Balcony 12 m² (Part)

Balcony 25 m² (Part)



LEVEL O

(Tower Level 12)

Scale 1:300

COMMON PROPERTY

1202
109m² (Total)
94 m² (Part)
103 m² (Part)

1203
86m² (Total)
76 m² (Part)

1204
138m² (Total)
105 m² (Part)

Lifts
COMMON PROPERTY
Stairs

COMMON PROPERTY

Balcony 10 m² (Part)

Balcony 3 m² (Part)

Balcony 12 m² (Part)

Balcony 25 m² (Part)

Balcony 9 m² (Part)

Balcony 24 m² (Part)

Balcony 9 m² (Part)

Balcony 24 m² (Part)

Balcony 10 m² (Part)

Balcony 3 m² (Part)

Balcony 12 m² (Part)

Balcony 25 m² (Part)

LEVEL N

(Tower Level 11)

Scale 1:300

COMMON PROPERTY

1102
109m² (Total)
94 m² (Part)
103 m² (Part)

1103
86m² (Total)
76 m² (Part)

1104
138m² (Total)
105 m² (Part)

Lifts
COMMON PROPERTY
Stairs

Balcony 10 m² (Part)

Balcony 3 m² (Part)

Balcony 12 m² (Part)

Balcony 25 m² (Part)

LEVEL P

(Tower Level 13)

Scale 1:300

COMMON PROPERTY

1302
109m² (Total)
94 m² (Part)
103 m² (Part)

1303
86m² (Total)
76 m² (Part)

1304
138m² (Total)
105 m² (Part)

Lifts
COMMON PROPERTY
Stairs

Balcony 10 m² (Part)

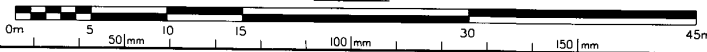
Balcony 3 m² (Part)

Balcony 12 m² (Part)

Balcony 25 m² (Part)

- Denotes Common Property

SCALE 1:300

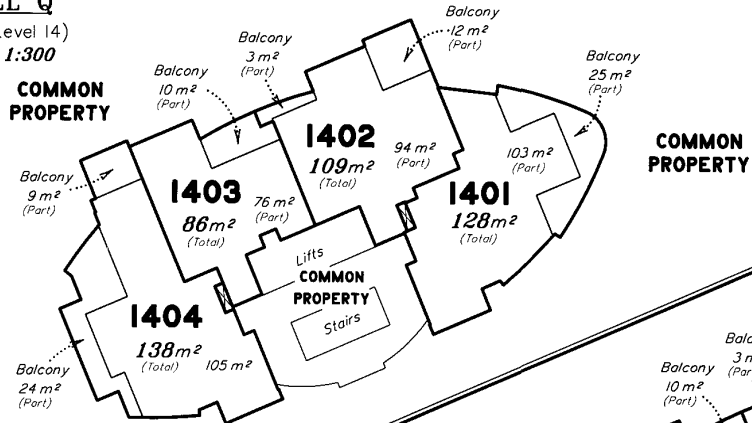


State copyright reserved.

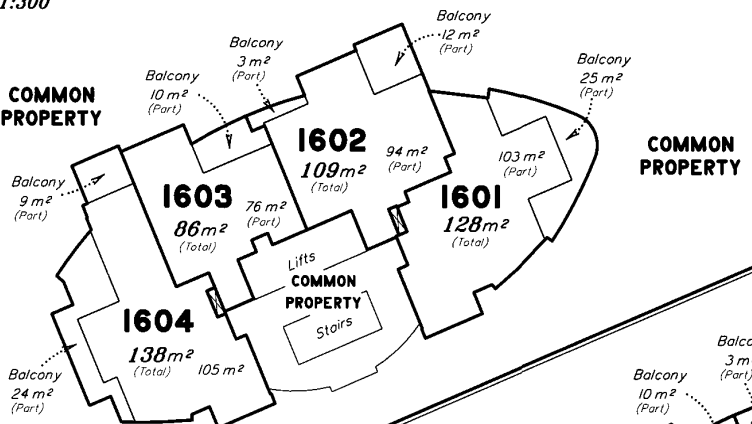
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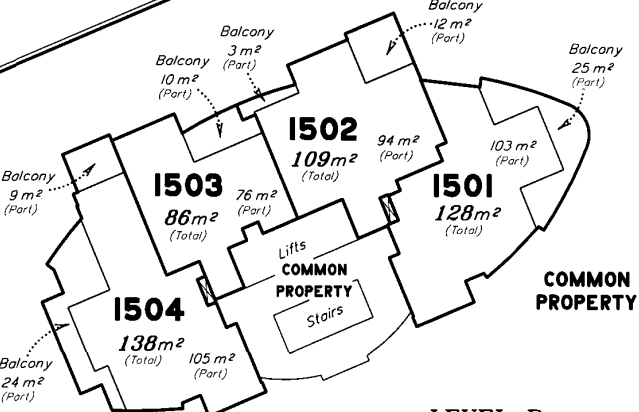
LEVEL Q
(Tower Level 14)
Scale 1:300



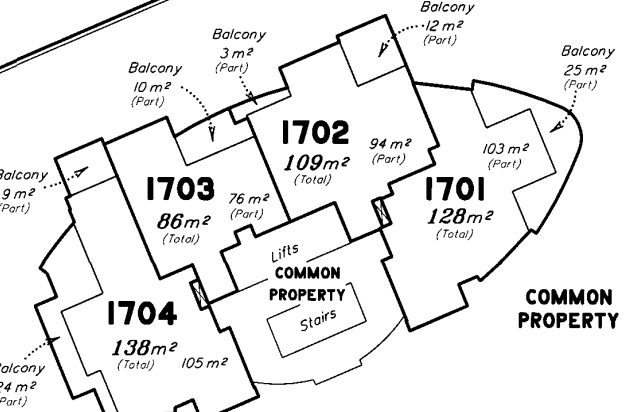
LEVEL S
(Tower Level 16)
Scale 1:300



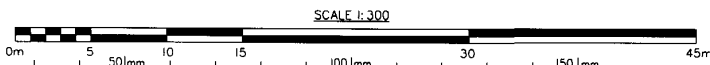
LEVEL R
(Tower Level 15)
Scale 1:300



LEVEL T
(Tower Level 17)
Scale 1:300



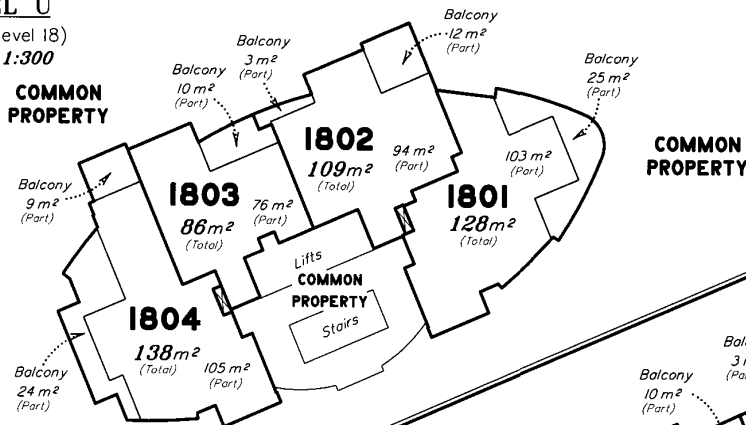
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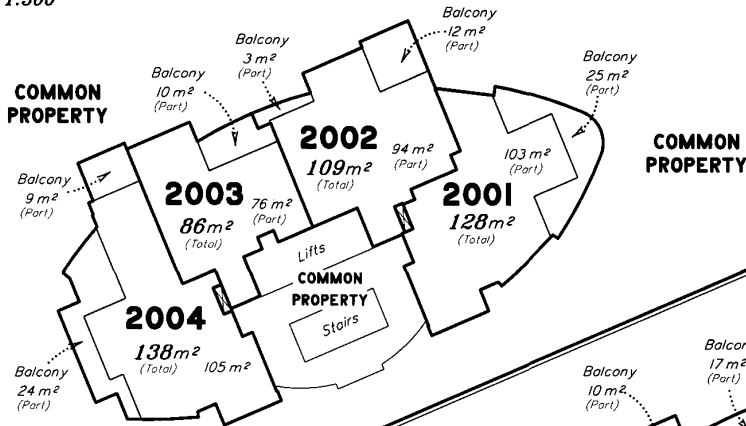
State copyright reserved.
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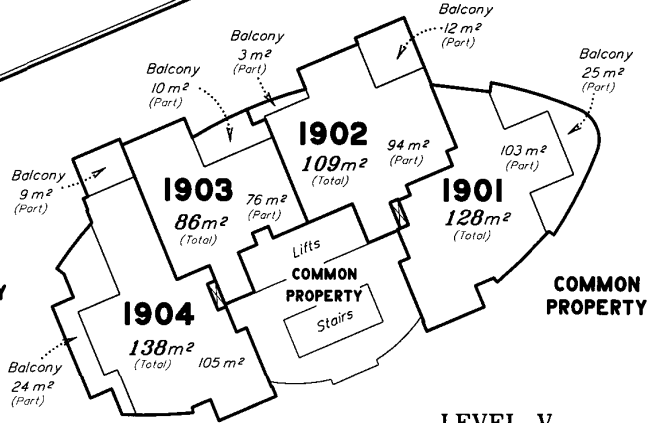
LEVEL U
(Tower Level 18)
Scale 1:300



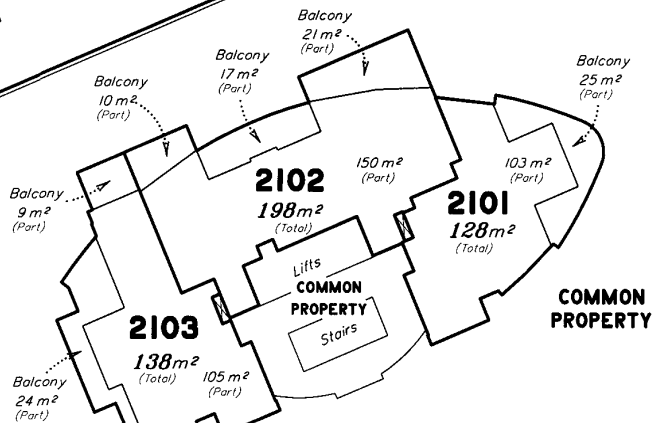
LEVEL W
(Tower Level 20)
Scale 1:300



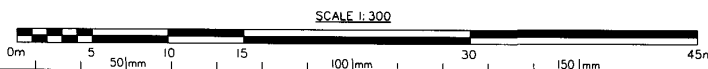
LEVEL V
(Tower Level 19)
Scale 1:300



LEVEL X
(Tower Level 21)
Scale 1:300



— Denotes Common Property



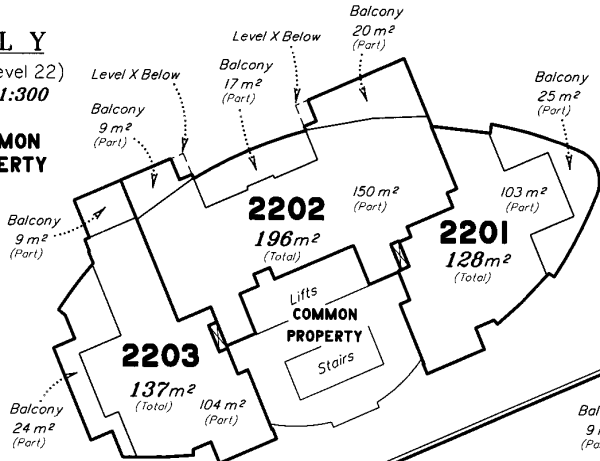
State copyright reserved.

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BENNETT & BENNETT 02.14.4. A12a (22/14/BFP.DWG).DC 1/10/02

LEVEL Y
(Tower Level 22)
Scale 1:300

COMMON PROPERTY



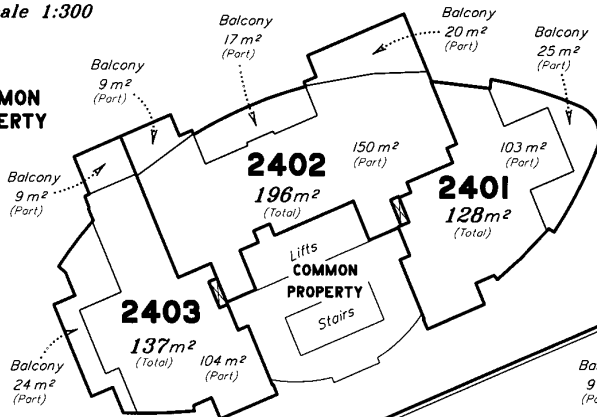
COMMON PROPERTY



LEVEL AA

(Tower Level 24)
Scale 1:300

COMMON PROPERTY



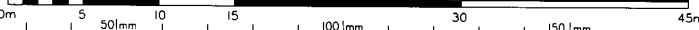
COMMON PROPERTY

LEVEL Z
(Tower Level 23)
Scale 1:300

COMMON PROPERTY

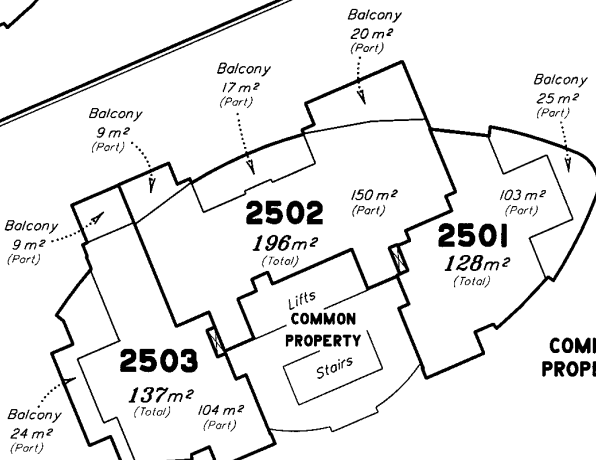
- Denotes Common Property

SCALE 1:300



LEVEL AB
(Tower Level 25)
Scale 1:300

COMMON PROPERTY



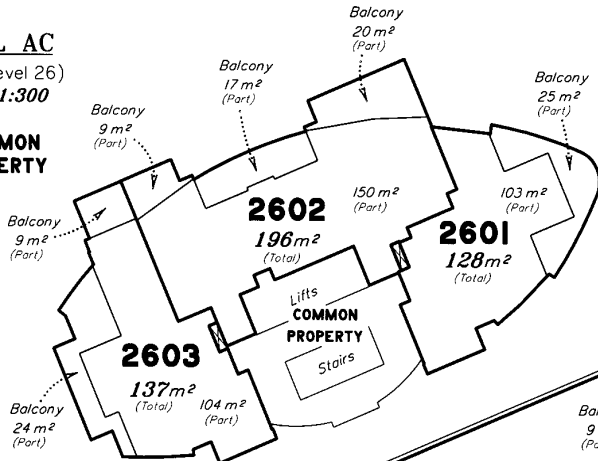
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Insert Plan Number **SP155585**

LEVEL AC

(Tower Level 26)
Scale 1:300

COMMON PROPERTY



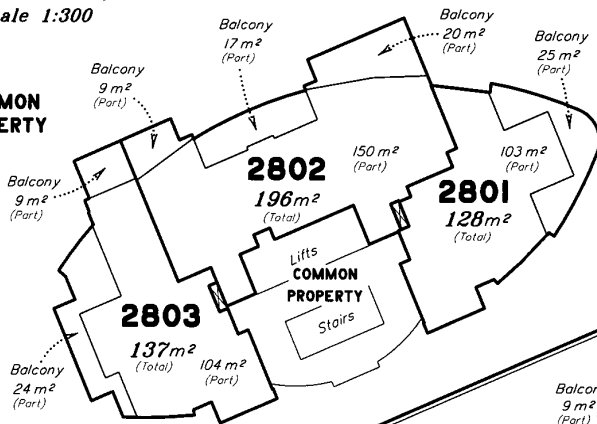
COMMON PROPERTY



LEVEL AE

(Tower Level 28)
Scale 1:300

COMMON PROPERTY



COMMON PROPERTY

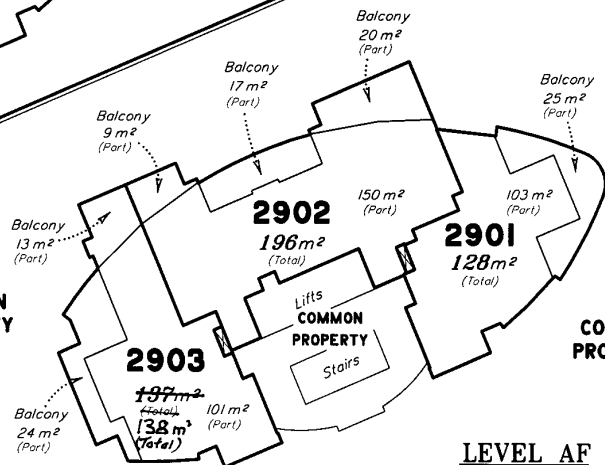
LEVEL AD

(Tower Level 27)
Scale 1:300

COMMON PROPERTY

COMMON PROPERTY

COMMON PROPERTY



COMMON PROPERTY

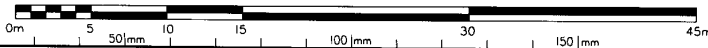
COMMON PROPERTY

LEVEL AF

(Tower Level 29)
Scale 1:300

- Denotes Common Property

SCALE 1:300



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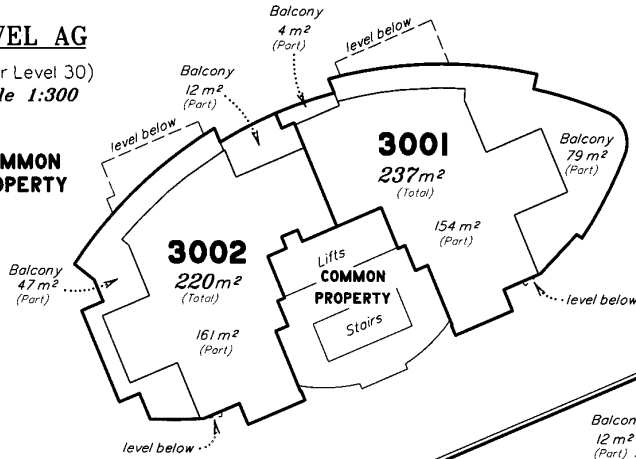
Insert Plan Number **SP155585**

BENNETT & BENNETT 02.444.A120 (23/448FF.DWG) DC 1/10/02

LEVEL AG

(Tower Level 30)
Scale 1:300

COMMON PROPERTY

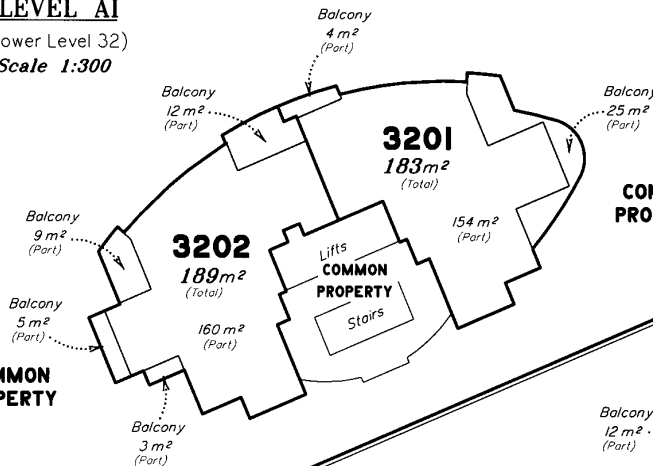


COMMON PROPERTY

LEVEL AI

(Tower Level 32)
Scale 1:300

COMMON PROPERTY



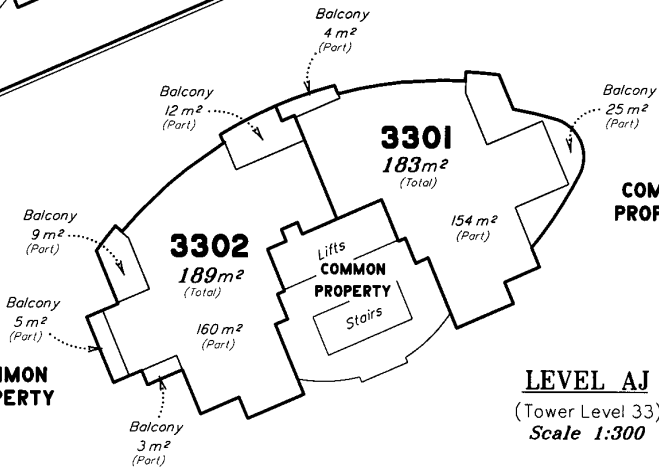
COMMON PROPERTY

LEVEL AH

(Tower Level 31)
Scale 1:300

COMMON PROPERTY

COMMON PROPERTY



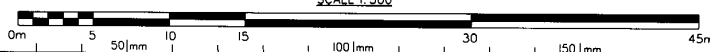
COMMON PROPERTY

LEVEL AJ

(Tower Level 33)
Scale 1:300

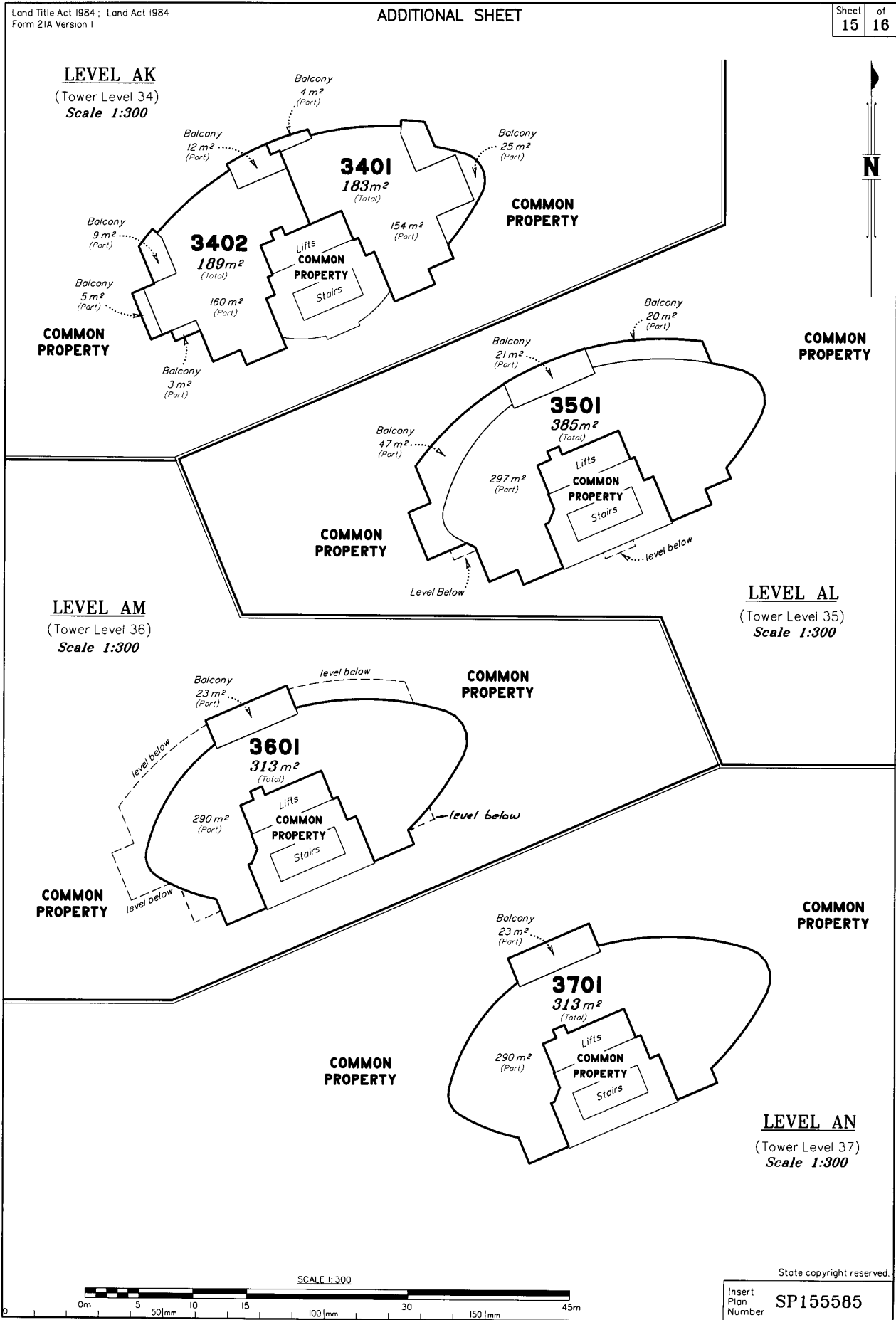
Insert
Plan
Number

SP155585



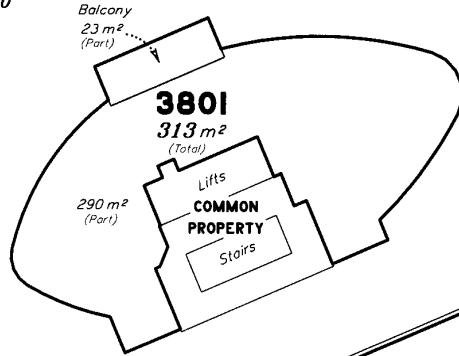
SCALE 1:300

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LEVEL AO
(Tower Level 38)
Scale 1:300

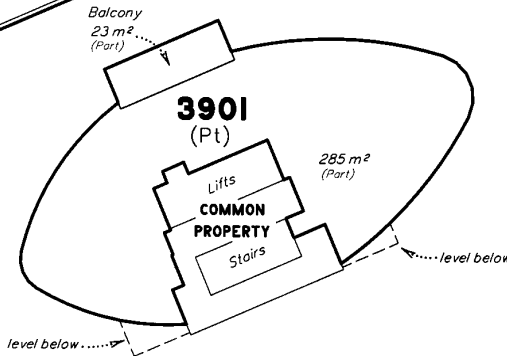
COMMON PROPERTY



COMMON PROPERTY

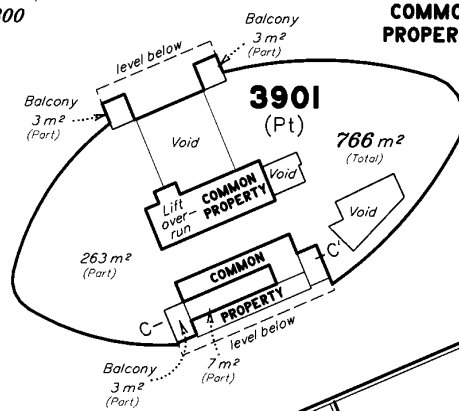
LEVEL AP
(Tower Level 39)
Scale 1:300

COMMON PROPERTY

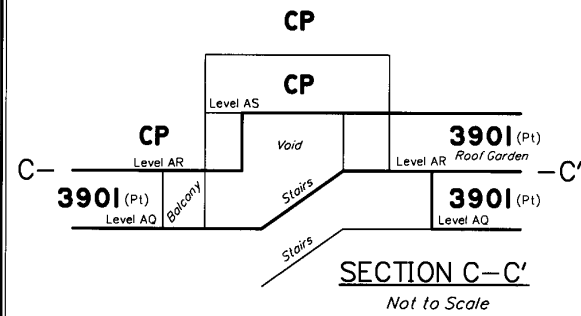


LEVEL AQ
(Tower Level 40)
Scale 1:300

COMMON PROPERTY

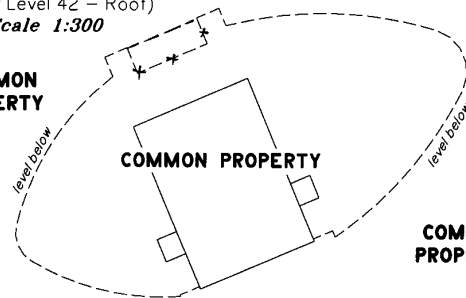


COMMON PROPERTY

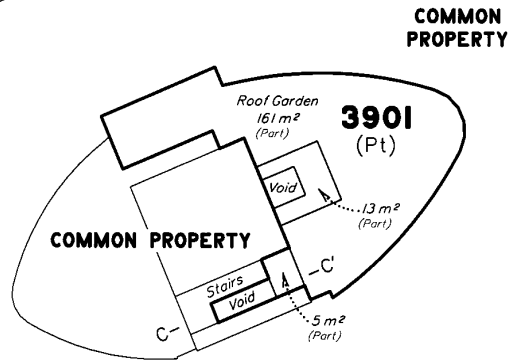


LEVEL AS
(Tower Level 42 - Roof)
Scale 1:300

COMMON PROPERTY

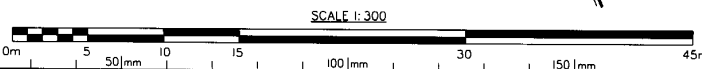


COMMON PROPERTY



COMMON PROPERTY

LEVEL AR
(Tower Level 41 - Roof Terrace)
Scale 1:300

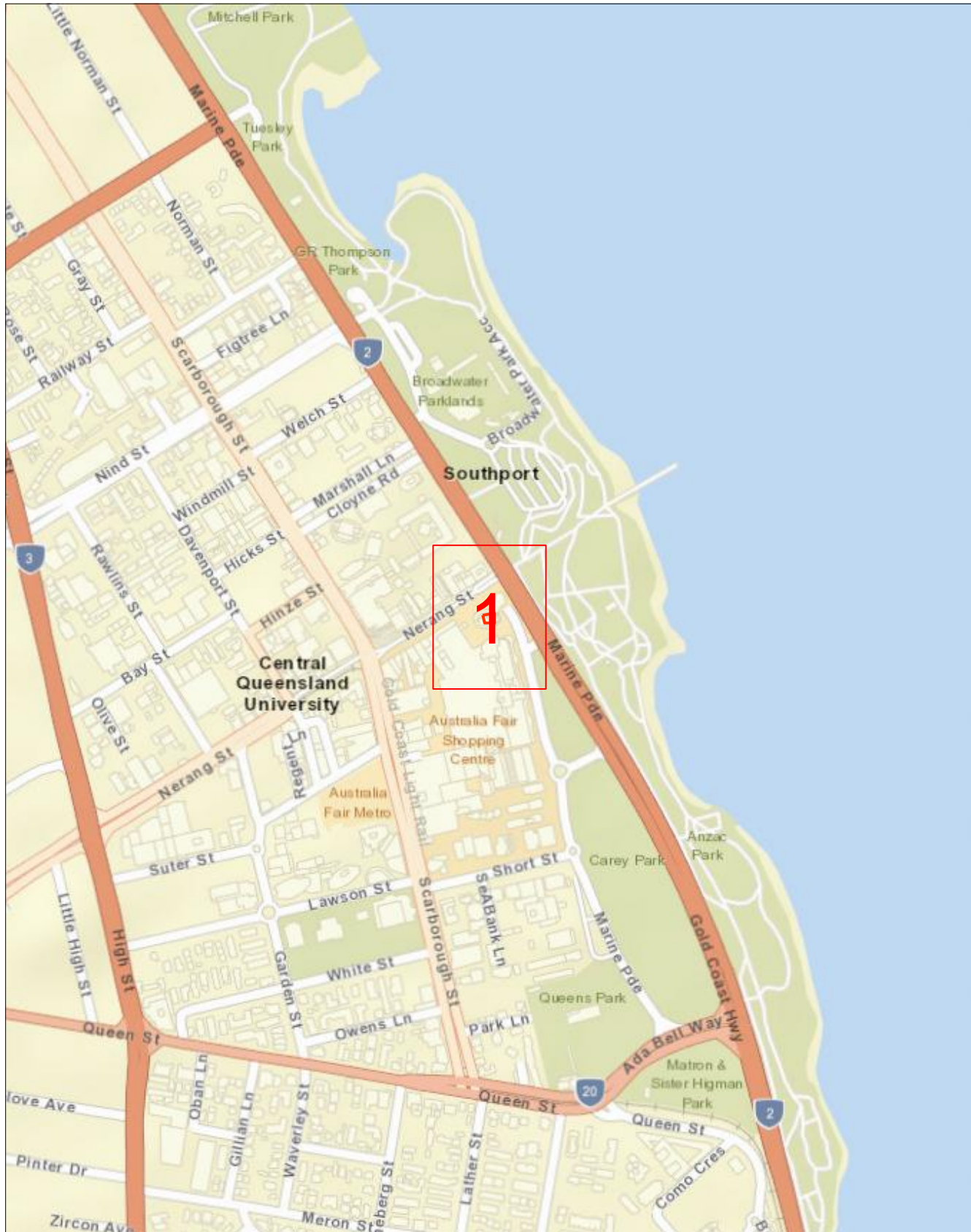


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Insert Plan Number **SP155585**

Site Address: UNIT 3102 50 Marine Parade
Southport
QLD 4215

Sequence Number: 259169196



Scale 1: 6000

Map Sources: Esri, Garmin, HERE, FAO, NOAA, USGS,
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Enquiry Area

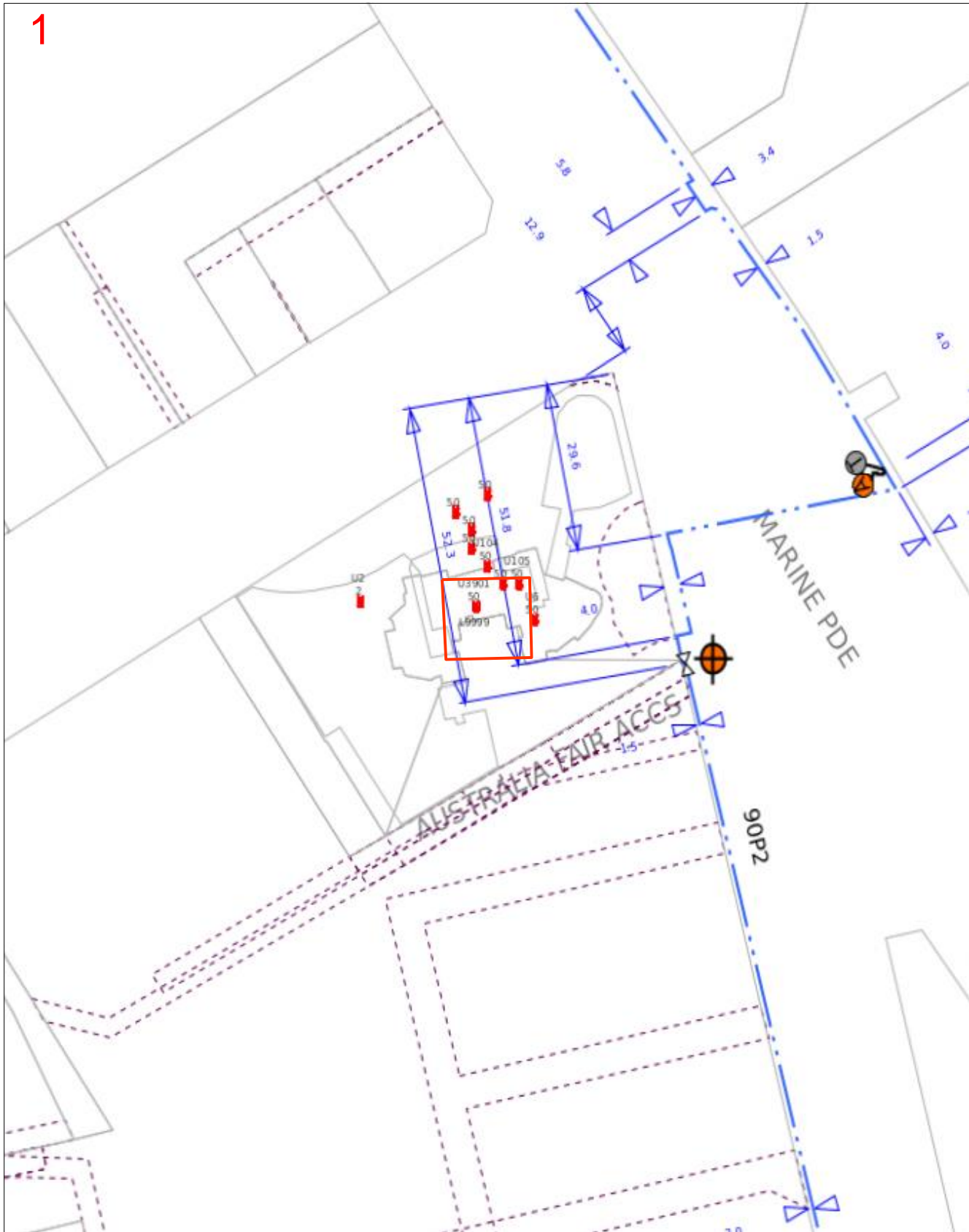


Map Key Area



Site UNIT 3102 50 Marine Parade
Address: Southport
QLD 4215

Sequence 259169196
Number:



Scale 1: 700

Map Sources: Esri, Garmin, HERE, FAO, NOAA, USGS,
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Enquiry Area

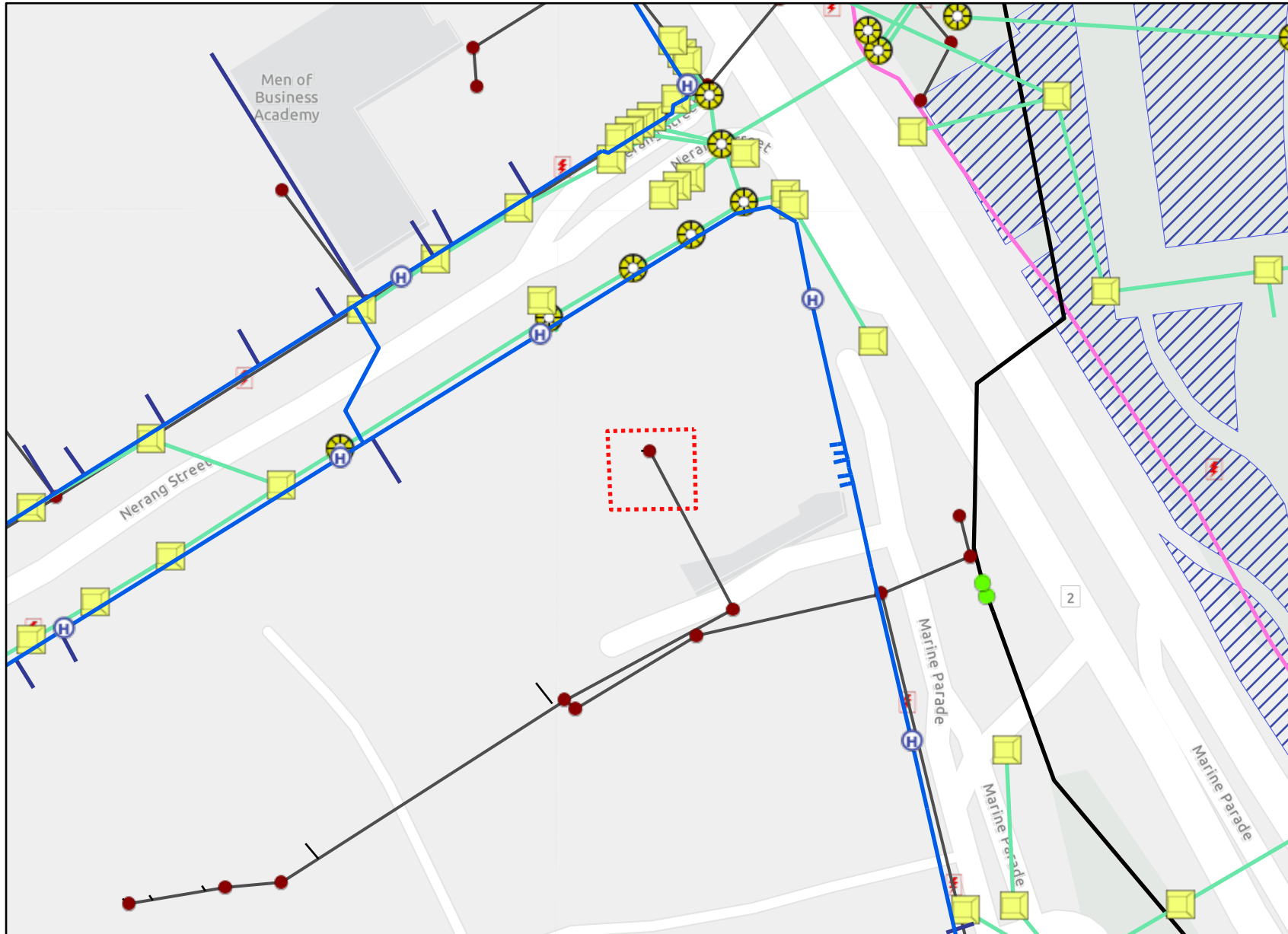


Map Key Area



Legend

<p>Pipe</p> <p>Low pressure </p> <p>Medium pressure </p> <p>High pressure </p> <p>Transmission pressure </p> <p>Critical main (behind pipe) </p> <p>Proposed (pressure by colour) </p> <p>LPG (pressure by colour) </p> <p>Hydrogen blended (pressure by colour) </p> <p>Abandoned </p> <p>Idle/inactive </p> <p>Sleeve </p> <p>Casing (behind pipe) </p>	<p>Pipe code and material</p> <p>C* (for example, C2) Cast iron</p> <p>CU Copper</p> <p>N2 Nylon</p> <p>P* Polyethylene (PE)</p> <p>P3 Polyvinyl chloride (PVC)</p> <p>P6, P7, P9–P12 Medium density PE</p> <p>P2, P4, P8 High density PE</p> <p>S* Steel</p> <p>W2 Wrought galv iron</p> <p>W3 PE coat wrought galv iron</p>	<p>Object</p> <p>Valve </p> <p>Buried valve </p> <p>Regulator </p> <p>Gas supplied = yes </p> <p>CP rectifier terminal </p> <p>CP test station </p> <p>CP anode </p> <p>CP bond wire </p> <p>Syphon </p> <p>Trace wire point </p>
<p>Area</p> <p>BYDA area of interest </p>	<p>Abbreviation</p> <p>BoK Back of kerb</p> <p>C Depth of cover</p> <p>CP Cathodic protection</p> <p>FoK Front of kerb</p> <p>Galv Galvanized</p> <p>NTI Not tied in</p>	
<p>Example</p>		
<p>Pipe</p> <p> 40P6 in 80C2</p> <p> 63S8</p>	<p>40 mm high pressure medium density poly in an 80 mm cast iron casing</p> <p>63 mm medium pressure steel</p>	<p>Pipe code</p> <p>Pipe diameter in millimetres is shown before pipe code.</p> <p>40P6 = 40 mm nominal diameter</p>
<p><i>This map was created in colour and should be printed in colour</i></p>		



Legend

- BYDA Enquiry
- Water Hydrant
- Water Pipe
- Potable Water Connection
- Stormwater Drainage Pipe
- Stormwater Inlet Gully
- Stormwater Manhole
- Sewer Connection
- Sewer Pipe Non Pressure
- Sewer Pipe Pressure
- Sewer Manhole
- Sewer Other
- Irrigation System
- Cabling Pit
- Fibre Optic Pit
- Fibre Optic Cable
- GCCC Boundary

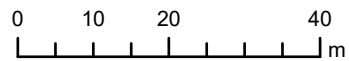
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Disclaimer: The Plan is provided in response to a Before You Dig request. While all reasonable care has been taken to ensure the accuracy of the information on this plan, its purpose is to provide a general indication of the location of Gold Coast City Council infrastructure. The information provided may contain errors or omissions and the accuracy may not suit all users. A site inspection and investigation is recommended before commencement of any project based on this data.

In an emergency contact City of Gold Coast on 1300 465 326

07/08/25 (valid for 30 days)

Plans generated by SmarterWX™ Automate



Scale 1:1,000



BYDA

Sequence: 259169193
Date: 07/08/2025
Scale: 1:500
Tile No: **Tile No: 1**

CAUTION - HIGH VOLTAGE

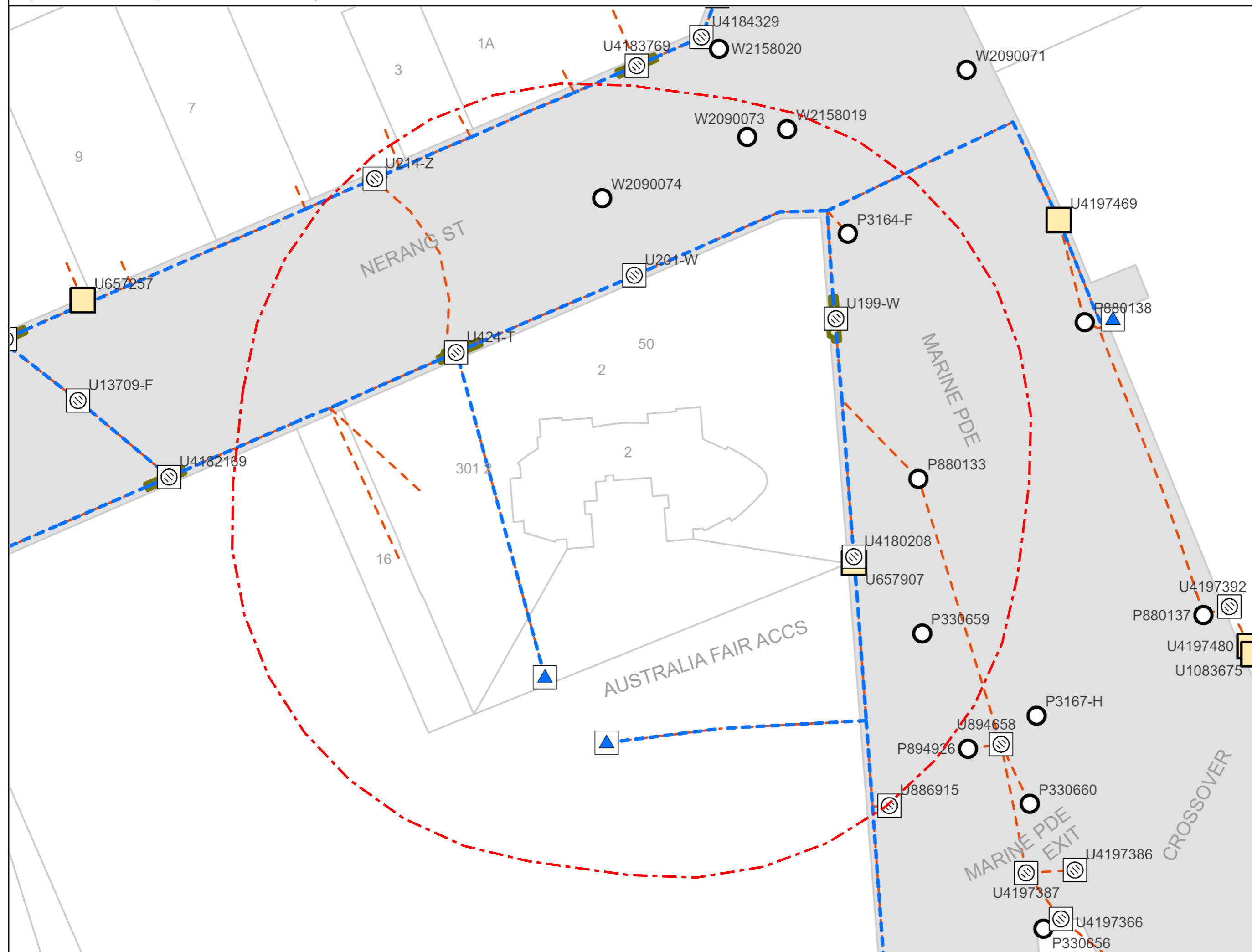
LEGEND

- Substation
- Cable Marker
- Pit
- Pole
- Pillar
- LV Cable (up to 1kV)
- HV Cable (1kV - <33kV)
- HV Cable (33kV and over)
- Pit Boundary
- Planned Work Area

AS5488 Category "D" Plan



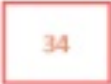




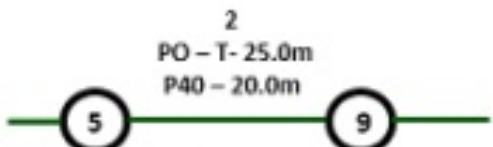
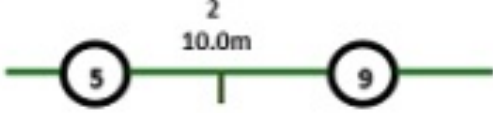





DISCLAIMER: While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither Energex nor Pelican Corp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in it or the completeness or accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.

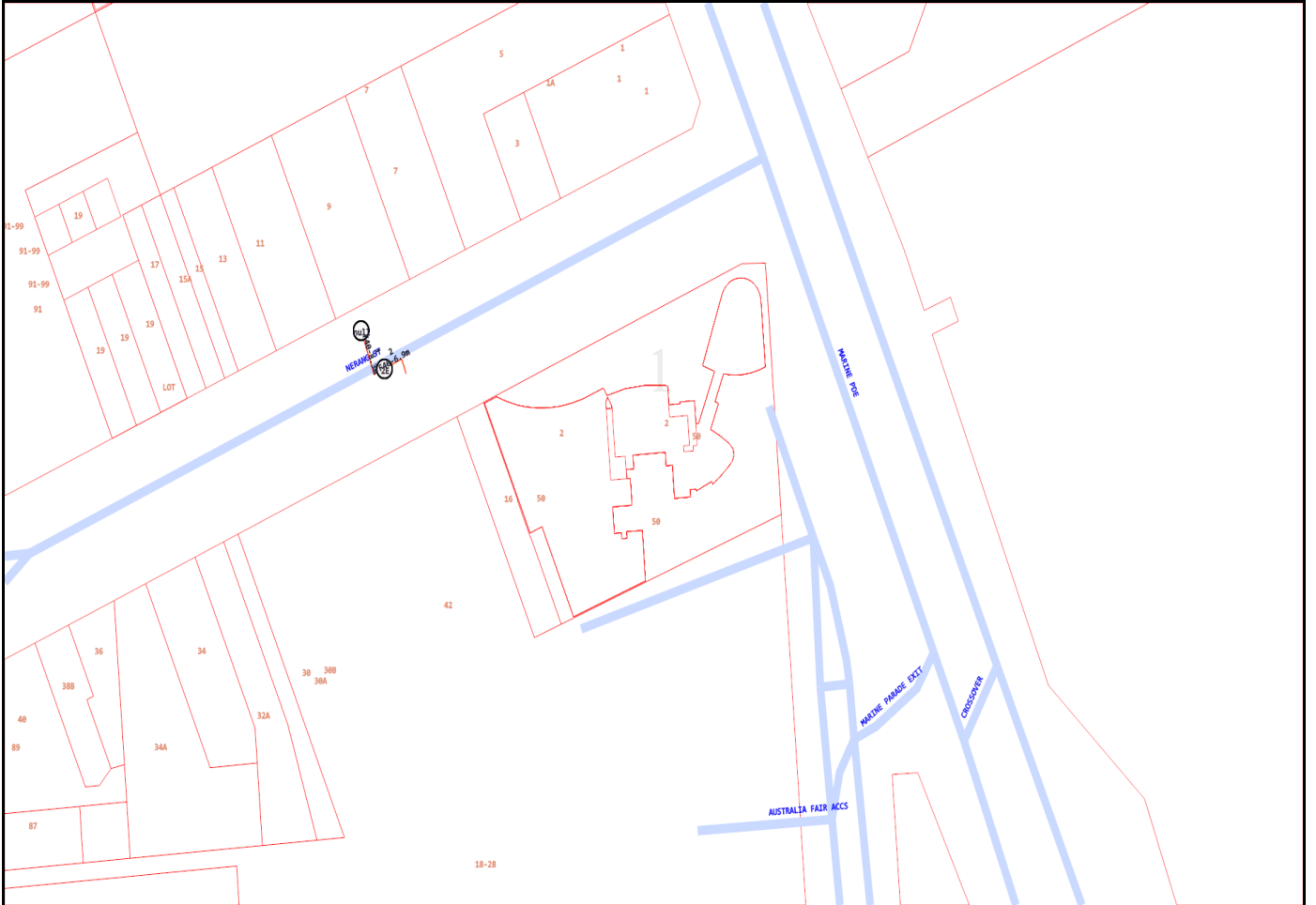




LEGEND



	Parcel and the location
	Pit with size "5"
	Power Pit with size "2E". Valid PIT Size: e.g. 2E, 5E, 6E, 8E, 9E, E, null.
	Manhole
	Pillar
	Cable count of trench is 2. One "Other size" PVC conduit (PO) owned by Telstra (-T-), between pits of sizes, "5" and "9" are 25.0m apart. One 40mm PVC conduit (P40) owned by NBN, between pits of sizes, "5" and "9" are 20.0m apart.
	2 Direct buried cables between pits of sizes, "5" and "9" are 10.0m apart.
	Trench containing any INSERVICE/CONSTRUCTED (Copper/RF/Fibre) cables.
	Trench containing only DESIGNED/PLANNED (Copper/RF/Fibre/Power) cables.
	Trench containing any INSERVICE/CONSTRUCTED (Power) cables.
	Road and the street name "Broadway ST"
Scale	0 20 40 60 Meters 1:2000 1 cm equals 20 m 



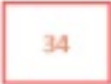




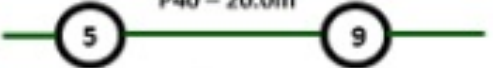






Emergency Contacts

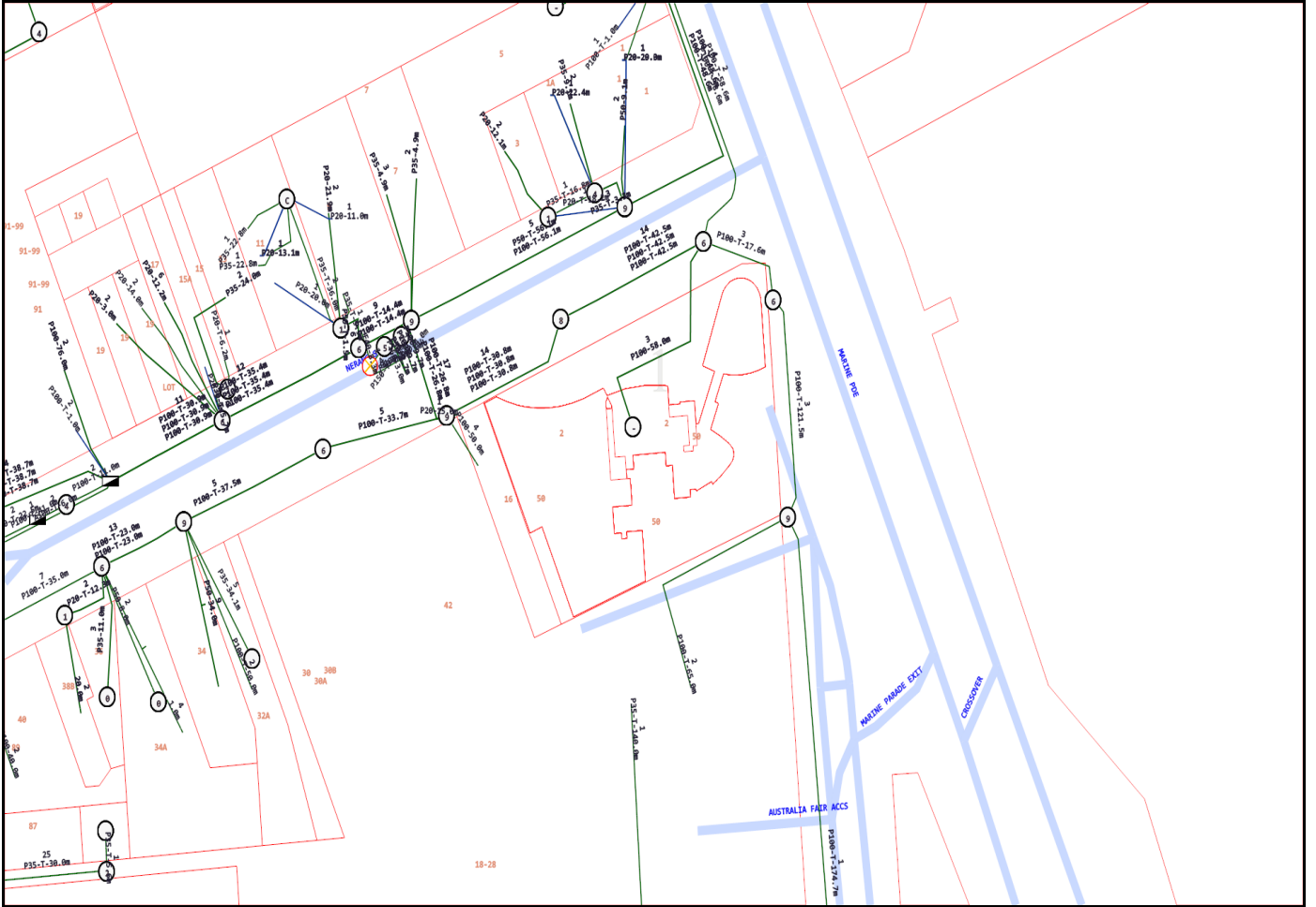
You must immediately report any damage to the **nbn**™ network that you are/become aware of. Notification may be by telephone - 1800 626 329.



LEGEND

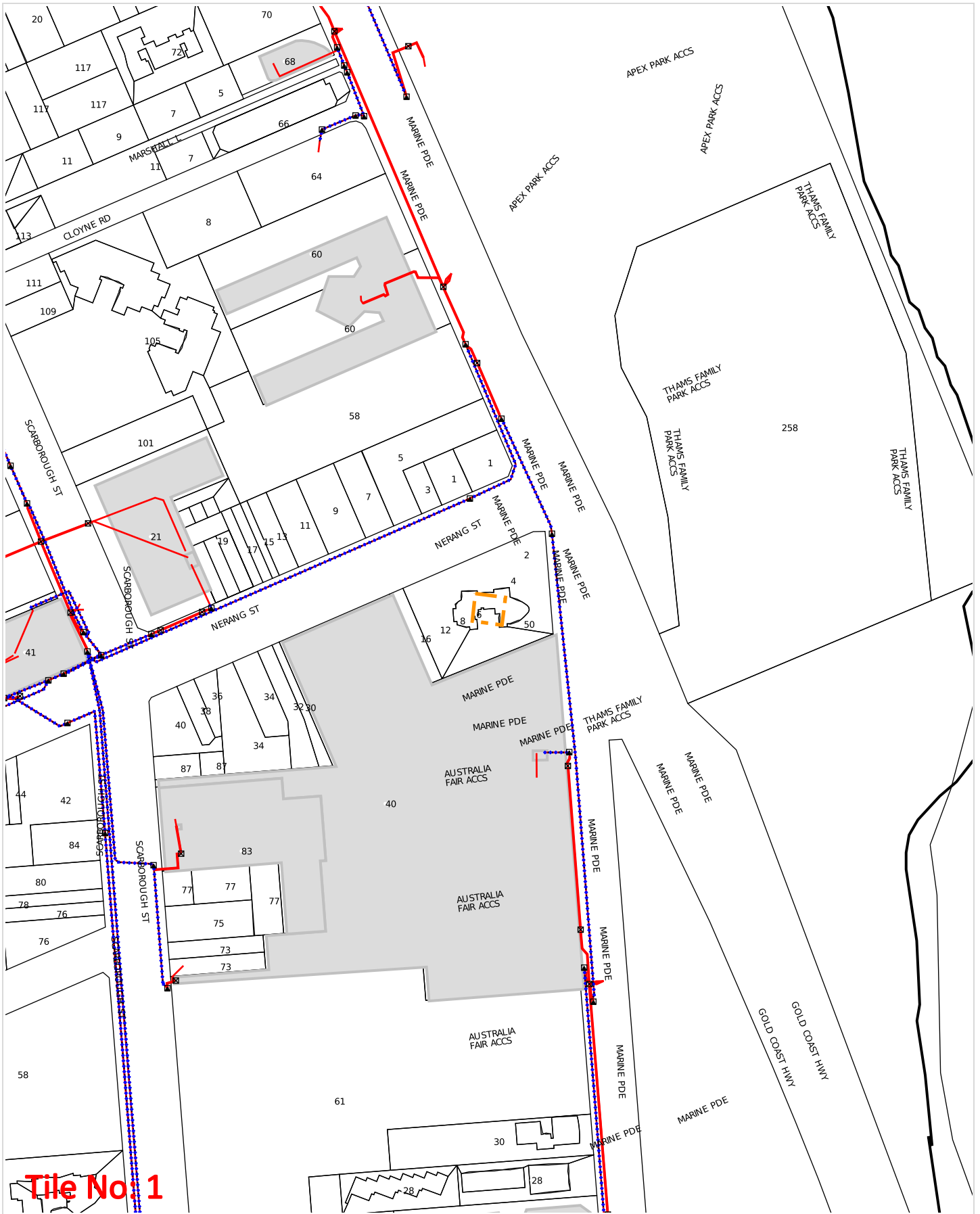


	Parcel and the location
	Pit with size "5"
	Power Pit with size "2E". Valid PIT Size: e.g. 2E, 5E, 6E, 8E, 9E, E, null.
	Manhole
	Pillar
<p style="text-align: center;">2 PO – T- 25.0m P40 – 20.0m</p> 	Cable count of trench is 2. One "Other size" PVC conduit (PO) owned by Telstra (-T-), between pits of sizes, "5" and "9" are 25.0m apart. One 40mm PVC conduit (P40) owned by NBN, between pits of sizes, "5" and "9" are 20.0m apart.
<p style="text-align: center;">2 10.0m</p> 	2 Direct buried cables between pits of sizes, "5" and "9" are 10.0m apart.
	Trench containing any INSERVICE/CONSTRUCTED (Copper/RF/Fibre) cables.
	Trench containing only DESIGNED/PLANNED (Copper/RF/Fibre/Power) cables.
	Trench containing any INSERVICE/CONSTRUCTED (Power) cables.
<p style="text-align: center;">BROADWAY ST</p> 	Road and the street name "Broadway ST"
<p style="text-align: center;">Scale</p>	<p style="text-align: center;">0 20 40 60 Meters</p> <p style="text-align: center;">1:2000</p> <p style="text-align: center;">1 cm equals 20 m</p> 



Emergency Contacts

You must immediately report any damage to the **nbn**™ network that you are/become aware of. Notification may be by telephone - 1800 626 329.



WARNING: This document is confidential and may also be privileged. Confidentiality nor privilege is not waived or destroyed by virtue of it being transmitted to an incorrect addressee. Unauthorised use of the contents is therefore strictly prohibited. Any information contained in this document that has been extracted from our records is believed to be accurate, but no responsibility is assumed for any error or omission. Optus Plans and information supplied are valid for 30 days from the date of issue. If this timeline has elapsed, please raise a new enquiry.

Sequence Number: 259169191

Date Generated: 07 Aug 2025



For all Optus DBYD plan enquiries –
Email: Fibre.Locations@optus.net.au
For urgent onsite assistance contact 1800 505 777
Optus Limited ACN 052 833 208





Tile No: 1

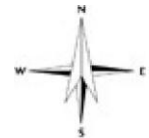
Uecomm Underground Cable

Scale: 1:2500

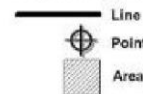
Printed on: 07 Aug 2025

Sequence Number: 259169191

Location: UNIT 3102 50 Marine Parade, Southport, QLD 4215



Job Location



Underground Asset



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Cable Plan



Report Damage: <https://service.telstra.com.au/customer/general/forms/report-damage-to-telstra/>
 Ph - 13 22 03
 Email - Telstra.Plans@team.telstra.com
 Planned Services - ph 1800 653 935 (AEST bus hrs only) General Enquiries

Sequence Number: 259169194

CAUTION: Fibre optic and/ or major network present in plot area. Please read the Duty of Care and contact Telstra Plan Services should you require any assistance.

TELSTRA LIMITED A.C.N. 086 174 781

Generated On 07/08/2025 09:58:59

The above plan must be viewed in conjunction with the Mains Cable Plan on the following page

WARNING
 Telstra plans and location information conform to Quality Level "D" of the Australian Standard AS 5488-Classification of Subsurface Utility Information. As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D. Refer to AS 5488 for further details. The exact position of Telstra assets can only be validated by physically exposing it. Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy. Further on site investigation is required to validate the exact location of Telstra plant prior to commencing construction work. A Certified Locating Organisation is an essential part of the process to validate the exact location of Telstra assets and to ensure the asset is protected during construction works.

See the Steps- Telstra Duty of Care that was provided in the email response.

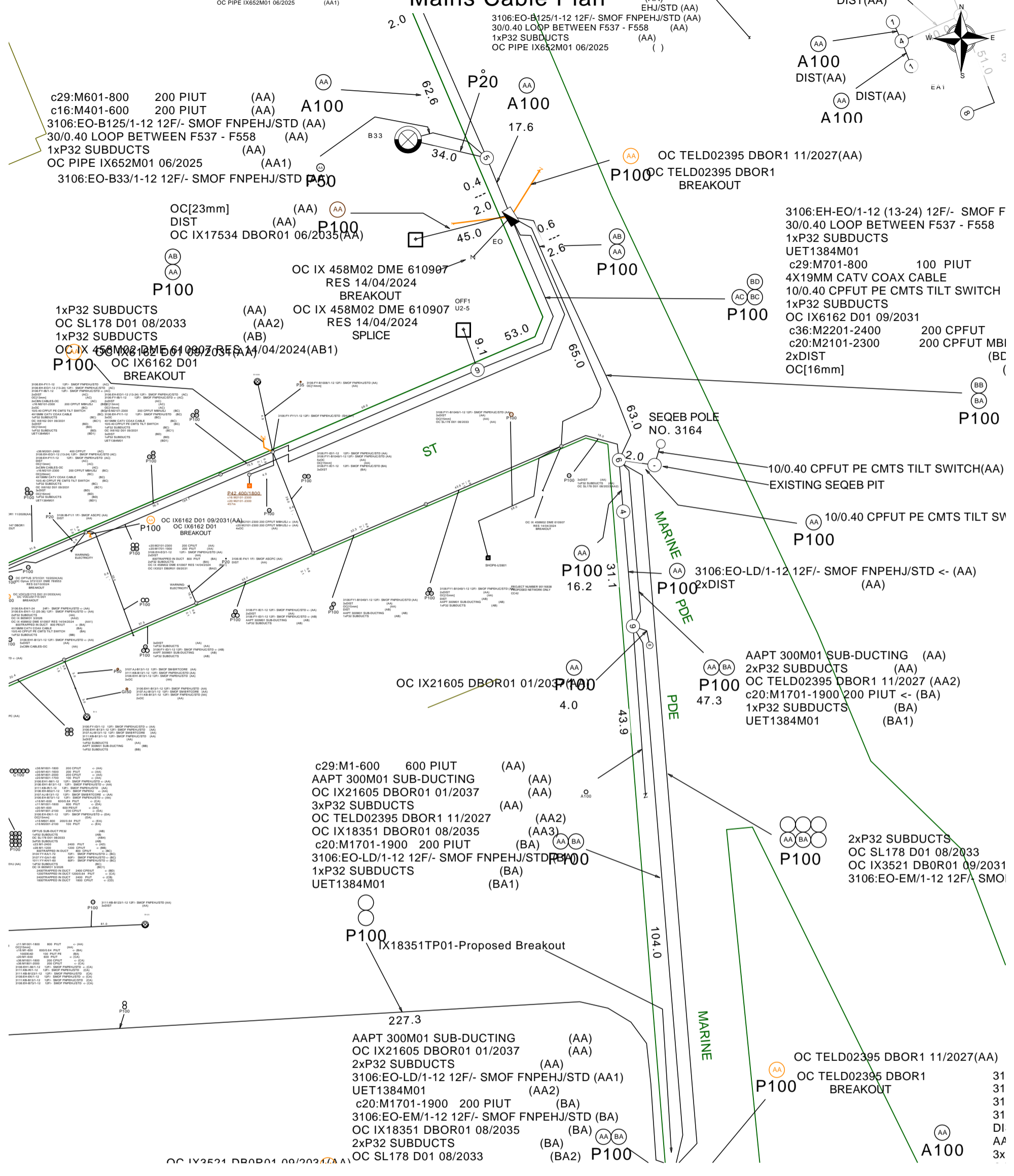
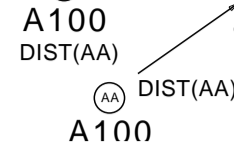
Mains Cable Plan

OC SL178 D01 08/2033
OC PIPE IX652M01 06/2025

(AA3)
(AA1)

(AA)
EHJ/STD (AA)
3106:EO-B125/1-12 12F/- SMOF FNPEHJ/STD (AA)
30/0.40 LOOP BETWEEN F537 - F558
1xP32 SUBDUCTS
(AA)
()

DIST(AA)



Report Damage: <https://service.telstra.com.au/customer/general/forms/report-damage-to-telstra/>
Ph - 13 22 03
Email - Telstra.Plans@team.telstra.com
Planned Services - ph 1800 653 935 (AEST bus hrs only) General Enquiries

Sequence Number: 259169194

CAUTION: Fibre optic and/ or major network present in plot area. Please read the Duty of Care and contact Telstra Plan Services should you require any assistance.

TELSTRA LIMITED A.C.N. 086 174 781
Generated On 07/08/2025 09:59:22

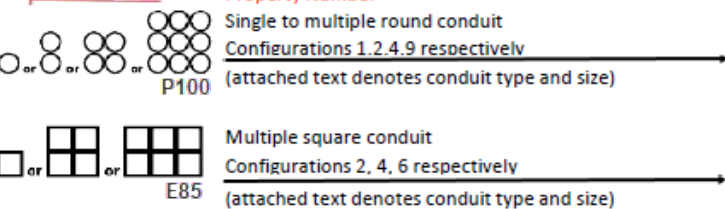
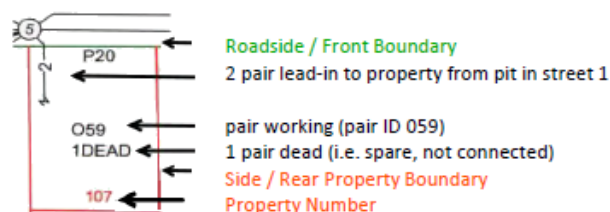
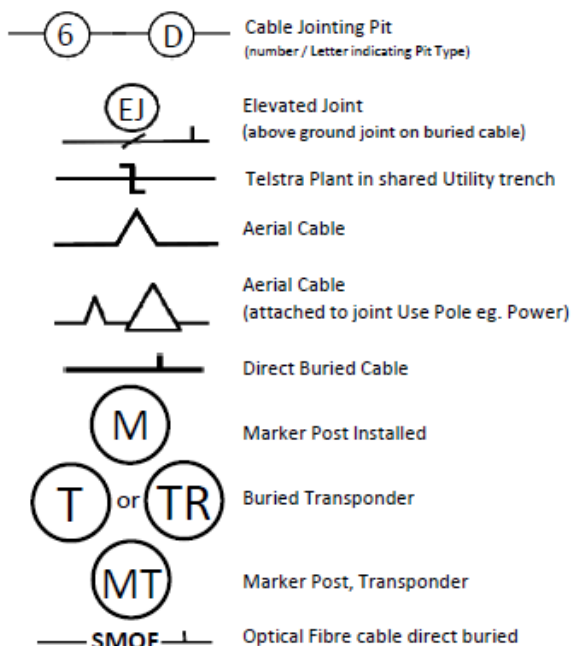
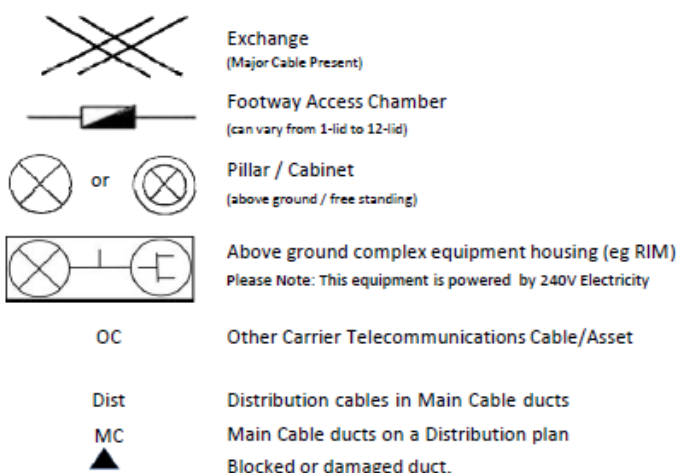
The above plan must be viewed in conjunction with the Mains Cable Plan on the following page

WARNING
Telstra plans and location information conform to Quality Level "D" of the Australian Standard AS 5488-Classification of Subsurface Utility Information. As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D. Refer to AS 5488 for further details. The exact position of Telstra assets can only be validated by physically exposing it. Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy. Further on site investigation is required to validate the exact location of Telstra plant prior to commencing construction work. A Certified Locating Organisation is an essential part of the process to validate the exact location of Telstra assets and to ensure the asset is protected during construction works.

See the Steps- Telstra Duty of Care that was provided in the email response.



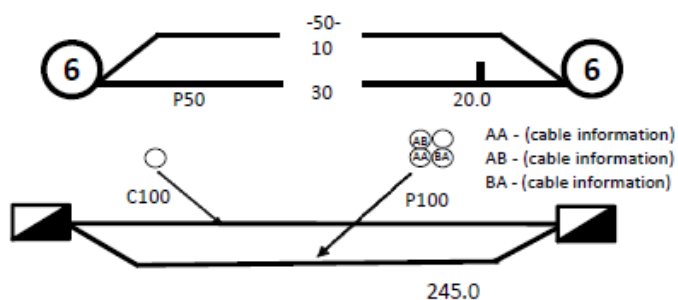
LEGEND



Some examples of conduit type and size:

A - Asbestos cement, P - PVC / Plastic, C - Concrete, GI - Galanised iron, E - Earthenware
Conduit sizes *nominally* range from 20mm to 100mm
P50 50mm PVC conduit
P100 100mm PVC conduit
A100 100mm asbestos cement conduit

Some Examples of how to read Telstra Plans



One 50mm PVC conduit (P50) containing a 50-pair and a 10-pair cable between two 6-pits, approximately 20.0m apart, with a direct buried 30-pair cable along the same route

Two separate conduit runs between two footway access chambers (manholes) approximately 245m apart A nest of four 100mm PVC conduits (P100) containing assorted cables in three ducts (one being empty) and one empty 100mm concrete duct (C100) along

Protect our Network:

by maintaining the following distances from our assets:

- 1.0m Mechanical Excavators, Farm Ploughing, Tree Removal
- 500mm Vibrating Plate or Wacker Packer Compactor
- 600mm Heavy Vehicle Traffic (over 3 tonnes) not to be driven across Telstra ducts or plant.
- 1.0m Jackhammers/Pneumatic Breakers
- 2.0m Boring Equipment (in-line, horizontal and vertical)

For more info contact a [CERTLOC Certified Locating Organisation \(CLO\)](#) or [Telstra Location Intelligence Team 1800 653 935](#)

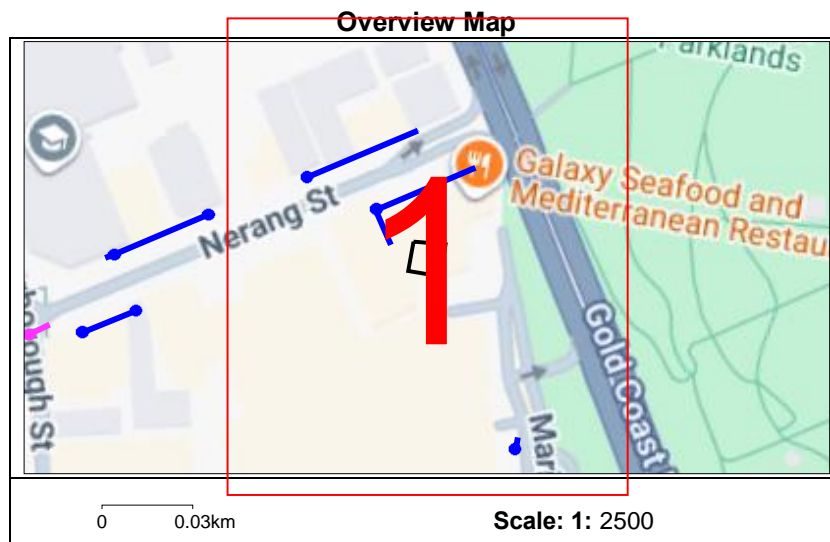
- Use suitably qualified and supervised professionals, particularly if you are working near assets that contain electricity cables or gas pipes.
- Ensure the below minimum clearance distances between the construction activities and the actual location of our assets are met. If you need clearance distances for our above ground assets, or if the below distances cannot be met, call **1800 786 306** to discuss.

Minimum assets clearance distances.

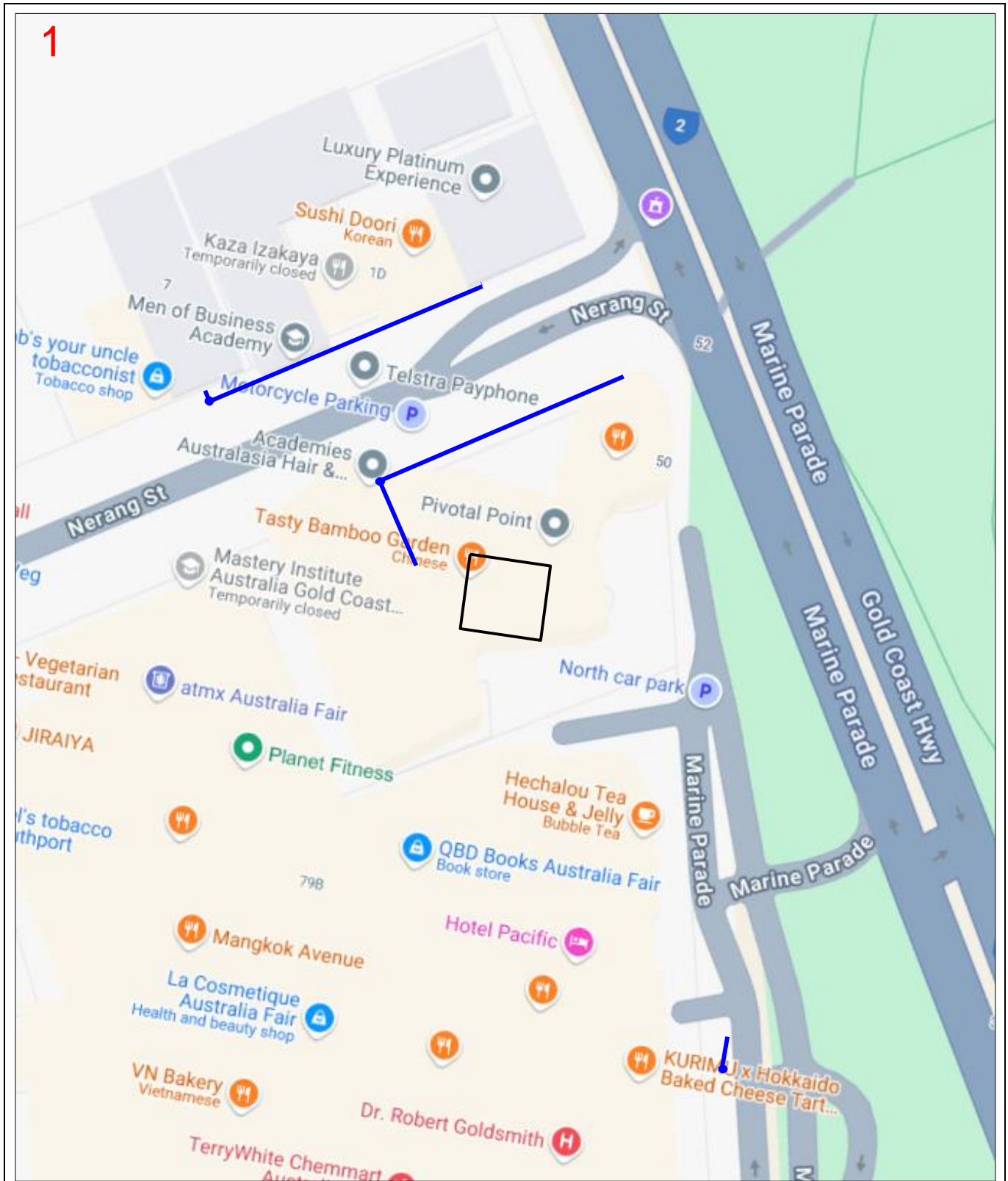
- 300mm when laying asset inline, horizontal or vertical.
 - 1000mm when operating vibrating equipment. Eg: vibrating plates. No vibrating equipment on top of asset.
 - 1000mm when operating mechanical excavators or jackhammers/pneumatic breakers.
 - 2000mm when performing directional bore in-line, horizontal and vertical.
 - No heavy vehicle over 3 tonnes to be driven over asset with less than 600mm of cover.
- Reinstate exposed TPG network infrastructure back to original state.

PRIVACY & CONFIDENTIALITY

- Privacy Notice – Your information has been provided to us by Before You Dig Australia to respond to your Before You Dig Australia enquiry. We will keep your personal information in accordance with TPG’s privacy policy, see www.tpg.com.au/about/privacy.
- Confidentiality – The information we have provided to you is confidential and is to be used only for planning and designing purposes in connection with your Before You Dig Australia enquiry. Please dispose of the information by shredding or other secure disposal method after use. We retain all intellectual property rights (including copyrights) in all our documents and plans.



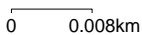
TPG Telecom Limited



Enquiry Number: 259169197

Map Sheet: 1

Scale: 1: 750



LEGEND

BYDA Work Area



- AAPT/PowerTel Pit
- AAPT/PowerTel Duct
- DDA Pit
- DDA Duct
- Agile/Adam Pit
- Agile/Adam Duct

- TransACT Pit
- TransACT Duct
- SOUL Pattinson Telecoms Pit
- SOUL Pattinson Telecoms Duct
- PIPE Networks Pit
- PIPE Networks Duct

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

1. Pool safety certificate number

 Identification number:
2. Location of the swimming pool

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

Street address:

Postcode

Lot and plan details:

Local government area:

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

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

4. Pool properties

Shared pool

Non-shared pool

Number of pools

5. Pool safety certificate validity

Effective date:

Expiry date:

6. Certification

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

Name:

 Pool safety inspector
licence number:

Signature:

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

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

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

Privacy statement

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

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

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

BCCM

Form 33

Department of Justice

Body corporate certificate

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

This form is effective from 1 August 2025

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

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

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

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

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

This certificate does not include information about:

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

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

The community management statement

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

The Office of the Commissioner for Body Corporate and Community Management

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

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

The information in this certificate is issued on 14/08/2025

Becoming an owner

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

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

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

How to get more information

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

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

Contacting the body corporate

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

Name and number of the community titles scheme

PIVOTAL POINT RESIDENTIAL

CTS No. **33550**

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: **Benita Williams**

Company: **StrataSphere Management**

Phone: **07 5591 6849**

Email: **manager@stratasphere.com.au**

Accessing records

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

The body corporate manager named above.

Property and community titles scheme details

Lot and plan details

Lot number: **3102**

Plan type and number: **155585**

Plan of subdivision: **BUILDING FORMAT PLAN**

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

Regulation module

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

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

The regulation module that applies to this scheme is the:

Standard

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

Layered arrangements of community titles schemes

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

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

No

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

Building management statement

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

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

Yes

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

By-laws and exclusive use areas

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

What by-laws apply?

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

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

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

General by-laws

The community management statement contains the by-laws in Schedule C of that statement

Exclusive use areas

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

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

Yes

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

Listed in the community management statement and, where applicable, in an agreement with a caretaking service contractor

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: **111.00**

Total contribution schedule lot entitlements for all lots: **9,221.00**

Interest schedule

Interest schedule lot entitlement for the lot: **1,025.00**

Total interest schedule lot entitlements for all lots: **67,279.00**

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**3102**for the current financial year: \$ **\$6,937.50**

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

Discount for on-time payments (if applicable): **20** %

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

Due date	Amount due	Amount due if discount applied	Paid
02/03/25	1,803.75	1,443.00	26/02/25
30/05/25	1,803.75	1,443.00	28/05/25
30/08/25	1,665.00	1,332.00	
30/11/25	1,665.00	1,332.00	
28/02/26	1,803.75	1,443.00	
30/05/26	1,803.75	1,443.00	
Amount overdue			Nil
Amount Unpaid including amounts billed not yet due			\$1,665.00

Sinking fund contributions

Total amount of contributions (before any discount) for lot**3102**for the current financial year: \$ **\$6,660.00**

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

Discount for on-time payments (if applicable): **20** %

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

Due date	Amount due	Amount due if discount applied	Paid
02/03/25	1,665.00	1,332.00	26/02/25
30/05/25	1,665.00	1,332.00	28/05/25
30/08/25	1,665.00	1,332.00	
30/11/25	1,665.00	1,332.00	
28/02/26	1,665.00	1,332.00	
30/05/26	1,665.00	1,332.00	
Amount overdue			\$0.00
Amount Unpaid including amounts billed not yet due			\$1,665.00

Special contributions - Administrative Fund (IF ANY)

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

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

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

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

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

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

Amount overdue **Nil**
Amount Unpaid including amounts billed not yet due **\$0.00**

Special contributions - Sinking Fund (IF ANY)

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

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

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

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

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

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

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

Other contributions

	Due date	Amount due	Amount due if discount applied	Paid
Insurance	02/03/25	410.00	410.00	26/02/25
Insurance	30/05/25	410.00	410.00	28/05/25
Insurance	30/08/25	313.55	313.55	
Insurance	30/11/25	313.55	313.55	
Insurance	28/02/26	361.83	361.83	
Insurance	30/05/26	361.83	361.83	

Other amounts payable by the lot owner

Purpose	Fund	Amount	Due date	Amount
---------	------	--------	----------	--------

Summary of amounts due but not paid by the current owner

At the date of this certificate

Annual contributions	Nil
Special contributions	Nil
Other contributions	Nil
Other payments	Nil
Penalties	Nil
Total amount overdue (Total Amount Unpaid including not yet due \$3,643.55)	Nil

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

Common property and assets

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

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

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

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

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

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

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

Current sinking fund balance (as at date of certificate): \$ 1,102,795.47

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.

Seller to Disclose

Body corporate assets

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

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

Description	Type	Acquisition	Supplier	Original Cost	Cost To Date	Market Value
1 x dumbbells	Plant and Machinery	26/03/12	LIFE FITNESS AUSTRALIA P/L	0.00	0.00	3,300.00
1 x dumbbell rack & mat						
Picnic Table	Furniture & Fittings	10/03/14	Leisure Cushions Australia	0.00	0.00	14,380.00
10 x Sunlounges			Leisure Cushions Australia			
10 x Coffee Tables			Leisure Cushions Australia			
Chairs			Leisure Cushions Australia			
WEST/HOUSE 521L	Furniture & Fittings	29/09/14	HARVEY NORMAN	0.00	0.00	1,500.00
ATM5204BL						
Reimburse Computer	Office Equipment	16/04/16	WA & KL LUTE	2,517.00	0.00	2,517.00

Body corporate assets

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

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

Description	Type	Acquisition	Supplier	Original Cost	Cost To Date	Market Value
			Pivotal Point Residential			

Insurance

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

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

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

Body corporate insurance policies

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

TYPE/COMPANY	POLICY NO.	SUM INSURED	PREMIUM	DUE DATE	EXCESS
BUILDING CHUBB INSURANCE CO	04GS018824	134,333,541.00	14,105,021.00	31/01/26	\$5,000 standard, \$5,000 machinery breakdown \$10,000 water damage
PUBLIC LIABILITY CHUBB INSURANCE CO	TBA	30,000,000.00	Included	31/01/26	\$5,000 standard, \$5,000 machinery breakdown \$10,000 water damage
OFFICE BEARERS CHUBB INSURANCE CO	TBA	5,000,000.00	Included	31/01/26	\$5,000 standard, \$5,000 machinery breakdown \$10,000 water damage
COMMON CONTENTS CHUBB INSURANCE CO	TBA	1,410,502.00	Included	31/01/26	\$5,000 standard, \$5,000 machinery breakdown \$10,000 water damage
MACHINERY BREAKDOWN CHUBB INSURANCE CO	TBA	250,000.00	Included	31/01/26	\$5,000 standard, \$5,000 machinery breakdown \$10,000 water damage
BUILD CATASTROPHE/EM CHUBB INSURANCE CO	TBA	30% BSI - \$38,381,011	Included	31/01/26	\$5,000 standard, \$5,000 machinery breakdown \$10,000 water damage
FLOOD COVER CHUBB INSURANCE CO	TBA	Included	Included	31/01/26	\$5,000 standard, \$5,000 machinery breakdown \$10,000 water damage

Alternative insurance

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

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

No

Lot owner and occupier insurance

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

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

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

Contracts and authorisations

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

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

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

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

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

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

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

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

No

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

No

Embedded network electricity supply

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

Yes

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

Body corporate authority

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

Name/s StrataSphere Management

Positions/s held Body Corporate Manager

Date 14/08/2025

Signature/s Strata Sphere Management, on behalf of The Body Corporate



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

CONTRACTS REGISTER

PIVOTAL POINT RESIDENTIAL CTS 33550

Contractor Name and Address The State of QLD - Police Service 200 Roma Street Brisbane QLD 4001	Details of Duties Licence to occupy and use Licensed Area for the purpose of installation and maintenance of radio communications equipment.	Delegated Powers Access to Licensed Areas	Basis of Remuneration invoice
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	31/03/15 3 years Y	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	
Contractor Name and Address STRATA SPHERE MANAGEMENT PO Box 6418 GCMC QLD 9726	Details of Duties Body Corporate Manager	Delegated Powers	Basis of Remuneration As Per Contract
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	18/04/25 1 yr, then 2026-2027 Y Y	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	
Contractor Name and Address Fire Systems Australia 3/33 Expansion Street Molendinar QLD 4215	Details of Duties Fire Equipment Inspection/Testing	Delegated Powers	Basis of Remuneration Quarterly in Advance
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	01/12/11 12 Months no Y	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	
Contractor Name and Address Otis Lifts Pty Ltd 182 Melbourne Street South Brisbane, QLD 4101	Details of Duties Lift Maintenance	Delegated Powers	Basis of Remuneration 0.00
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	09/11/15 5 years Y Y	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	09/11/25
Contractor Name and Address Gold Coast Generators 14/225A Brisbane Road LABRADOR QLD 4215	Details of Duties Maintenance of Back-up Generators	Delegated Powers	Basis of Remuneration monthly in advance
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	01/12/09 1 year Y	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	

CONTRACTS REGISTER

PIVOTAL POINT RESIDENTIAL CTS 33550

Contractor Name and Address Origin	Details of Duties Supply of electricity	Delegated Powers	Basis of Remuneration Per kwh
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	01/01/22 4 years Y	Termination Date <hr/> <div style="text-align: center;">Finance</div> <hr/> Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	

Contractor Name and Address Origin	Details of Duties Supply metered hot water	Delegated Powers	Basis of Remuneration Included in tariff
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	08/09/19 10 yrs Y	Termination Date <hr/> <div style="text-align: center;">Finance</div> <hr/> Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	

Contractor Name and Address	Details of Duties	Delegated Powers	Basis of Remuneration
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No		Termination Date <hr/> <div style="text-align: center;">Finance</div> <hr/> Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	

Contractor Name and Address	Details of Duties	Delegated Powers	Basis of Remuneration
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No		Termination Date <hr/> <div style="text-align: center;">Finance</div> <hr/> Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	

Contractor Name and Address	Details of Duties	Delegated Powers	Basis of Remuneration
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No		Termination Date <hr/> <div style="text-align: center;">Finance</div> <hr/> Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	

PIVOTAL POINT RESIDENTIAL CTS 33550

BALANCE SHEET

AS AT 14 AUGUST 2025

	ACTUAL 14/08/2025	ACTUAL 31/01/2025
<u>OWNERS FUND</u>		
Administrative Fund	61,571.08	83,127.11
Sinking Fund	1,102,795.47	965,429.41
<u>TOTAL</u>	<u>\$ 1,164,366.55</u>	<u>\$ 1,048,556.52</u>
<u>THESE FUNDS ARE REPRESENTED BY</u>		
<u>CURRENT ASSETS</u>		
Cash At Bank	252,850.27	117,237.94
Boq Term Deposit - 23481190	212,107.96	207,126.43
Boq Term Deposit 23501468	158,029.89	105,530.41
Boq Term Deposit- 23586759	100,000.00	0.00
Boq Term Deposit- 23445578	432,386.98	421,756.41
Boq Term Deposit-23548388	102,368.49	100,000.00
Petty Cash Float	200.00	200.00
Interest Receivable	0.00	12,813.61
Other Arrears	1,768.62	352.85
Prepayments	0.00	105,430.19
Payg Instalments Paid	12,114.90	8,166.90
Secondary Debtor	3,708.60	42,950.21
<u>TOTAL ASSETS</u>	<u>1,275,535.71</u>	<u>1,121,564.95</u>
<u>LIABILITIES</u>		
G S T Clearing A/C	(8,322.61)	(5,365.38)
Creditors	33,969.98	16,451.85
Accruals	0.00	15,747.21
Next Year Discount	0.00	(7,131.25)
Contributions In Advance	79,561.29	49,366.00
Other Payments In Advance	5,960.50	3,940.00
<u>TOTAL LIABILITIES</u>	<u>111,169.16</u>	<u>73,008.43</u>
<u>NET ASSETS</u>	<u>\$ 1,164,366.55</u>	<u>\$ 1,048,556.52</u>

PIVOTAL POINT RESIDENTIAL CTS 33550

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 FEBRUARY 2025 TO 14 AUGUST 2025

	ACTUAL 01/02/25-14/08/25	BUDGET 01/02/25-31/01/26	VARIANCE %	ACTUAL 01/02/24-31/01/25
<u>ADMINISTRATIVE FUND</u>				
<u>INCOME</u>				
Contributions - Admin Fund	299,682.50	576,312.50	52.00	576,345.00
Discount - Admin Fund	(63,935.00)	(115,262.50)	55.47	(111,175.02)
Contributions - Insurance Levy	53,823.20	94,983.00	56.67	105,150.82
Rooftop Income	5,722.20	8,000.00	71.53	7,710.00
Sundry Income	962.50	0.00		924.00
Interest On Overdue Levies	213.10	0.00		624.58
Gst On Income	(26,932.30)	(51,276.00)	52.52	(52,632.19)
<u>TOTAL ADMIN. FUND INCOME</u>	269,536.20	512,757.00		526,947.19
<u>EXPENDITURE - ADMIN. FUND</u>				
Disbursements & Outlays	7,485.42	20,000.00	37.43	20,360.78
Secretarial Fees	10,060.05	17,250.00	58.32	16,873.35
Secretarial Fees - Additional	1,908.50	5,000.00	38.17	5,252.50
Tax Preparation - Bas	852.50	1,200.00	71.04	1,100.00
E.G.M Expenses	0.00	0.00	0.00	2,073.90
Bank Charges	715.09	500.00	143.02	390.37
Cleaning Contract	36,140.87	67,000.00	53.94	59,074.95
Cleaning Carpets	2,616.50	3,500.00	74.76	3,399.91
Cleaning Materials	1,391.73	3,000.00	46.39	2,758.06
Cleaning External Windows	0.00	30,000.00	0.00	14,135.00
Electricity	17,845.64	45,000.00	39.66	43,157.61
Gas - Cooktops	2,087.52	3,600.00	57.99	3,424.27
Fire Maintenance	12,031.30	15,000.00	80.21	11,929.56
Fire Alarm Callouts-False	0.00	6,000.00	0.00	5,096.35
Fire Alarm M'ment Qld Govt	624.67	3,000.00	20.82	2,149.58
Insurance - Building	95,610.87	95,611.00	100.00	101,239.67
Insurance - Stamp Duty	7,674.62	7,675.00	100.00	8,096.39
Insurance Claims Paid	0.00	5,000.00	0.00	0.00
Software Licence Fee	118.32	1,000.00	11.83	589.56
Licences And Fees No Gst	0.00	700.00	0.00	638.00
Pool Chemicals	4,727.13	7,000.00	67.53	6,163.06
Pool Repairs	931.18	2,000.00	46.56	4,723.70
R & M - Building	11,270.04	20,000.00	56.35	25,980.67
R & M - Gardens & Grounds	1,305.31	7,000.00	18.65	5,742.53
R & M - Electrical	1,220.72	7,000.00	17.44	22,018.97
R & M - Plumbing	627.00	10,000.00	6.27	10,265.72
R & M - Plant & Equipment	2,977.95	15,000.00	19.85	12,550.82
R & M - Air Conditioning	0.00	3,000.00	0.00	3,283.50
R & M - Gym Equipment	748.00	3,000.00	24.93	4,900.50
R & M - Lift Repairs	34,359.47	46,000.00	74.69	44,348.27
Audit Fees	0.00	4,000.00	0.00	3,514.50
Legal Expenses	3,410.14	10,000.00	34.10	19,359.96
Income Tax Expense	0.00	3,500.00	0.00	4,738.00

PIVOTAL POINT RESIDENTIAL CTS 33550

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 FEBRUARY 2025 TO 14 AUGUST 2025

	ACTUAL 01/02/25-14/08/25	BUDGET 01/02/25-31/01/26	VARIANCE %	ACTUAL 01/02/24-31/01/25
Tax Preparation - Income Tax	0.00	500.00	0.00	478.50
Building Manager Contract	52,919.46	95,000.00	55.70	92,457.71
Pest Control	1,015.00	2,500.00	40.60	2,195.00
Security	2,429.35	10,000.00	24.29	6,974.88
Security Systems	2,775.86	10,000.00	27.76	15,352.10
Consultancy Fees	0.00	0.00	0.00	2,124.60
Telephone	88.00	150.00	58.67	132.00
Sundry Expensese	0.00	500.00	0.00	240.27
Prior Year Adjustment	0.00	0.00	0.00	3,132.36
Water Tank	0.00	0.00	0.00	41,454.60
Gst On Expenses	(26,875.98)	(53,289.00)	50.43	(52,011.67)
TOTAL ADMIN. EXPENDITURE	291,092.23	532,897.00		581,860.36
SURPLUS / DEFICIT	\$ (21,556.03)	\$ (20,140.00)		\$ (54,913.17)
Opening Admin Balance	83,127.11	83,127.11	100.00	138,040.28
ADMINISTRATIVE FUND BALANCE	\$ 61,571.08	\$ 62,987.11		\$ 83,127.11

PIVOTAL POINT RESIDENTIAL CTS 33550

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 FEBRUARY 2025 TO 14 AUGUST 2025

	ACTUAL 01/02/25-14/08/25	BUDGET 01/02/25-31/01/26	VARIANCE %	ACTUAL 01/02/24-31/01/25
<u>SINKING FUND</u>				
<u>INCOME</u>				
Contributions - Sinking Fund	276,630.00	553,260.00	50.00	442,626.00
Discount - Sinking Fund	(59,543.99)	(110,652.00)	53.81	(85,121.40)
Interest - Term Deposit	7,666.46	30,000.00	25.55	31,299.62
Gst On Income	(19,735.05)	(42,964.00)	45.93	(32,500.35)
<u>TOTAL SINKING FUND INCOME</u>	205,017.42	429,644.00		356,303.87
<u>EXPENDITURE - SINKING FUND</u>				
Air Conditioner	0.00	20,000.00	0.00	0.00
Plant & Equipment	17,114.47	20,000.00	85.57	11,500.66
Security Cameras	0.00	10,000.00	0.00	0.00
Painting External	0.00	30,000.00	0.00	0.00
Building Repairs	39,772.54	50,000.00	79.55	26,605.82
Waterproofing Works	4,524.30	10,000.00	45.24	8,415.00
Electrical Repairs	0.00	20,000.00	0.00	0.00
Pool Repairs	0.00	3,000.00	0.00	0.00
Income Tax	(318.55)	0.00	0.00	0.00
Fire Equipment	0.00	15,000.00	0.00	10,496.62
Level 5 Improvements	12,476.20	0.00		24,497.48
Gst On Expenses	(5,917.60)	(16,182.00)	36.57	(7,101.95)
<u>TOTAL SINK. FUND EXPENDITURE</u>	67,651.36	161,818.00		74,413.63
<u>SURPLUS / DEFICIT</u>	\$ 137,366.06	\$ 267,826.00		\$ 281,890.24
Opening Sinking Fund Balance	965,429.41	965,429.41	100.00	683,539.17
<u>SINKING FUND BALANCE</u>	\$ 1,102,795.47	\$ 1,233,255.41		\$ 965,429.41

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

GENERAL REQUEST

Duty Imprint

FORM 14 Version 4
Page 1 of 1

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04/07/2025 09:14:50

OFFICE USE ONLY

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

1. Nature of request	Lodger (Name, address, E-mail & phone number)	Lodger Code
Request to record new Community Management Statement for Pivotal Point Residential Community Titles Scheme 33550	O'KEEFE MAHONEY BENNETT SOLICITORS PO BOX 454 SOUTHPORT QLD 4215 PH: (07) 55550000	EL028E

2. Lot on Plan Description	Title Reference
Common property of Pivotal Point Residential Community Titles Scheme 33550	50538792

3. Registered Proprietor/State Lessee
Body Corporate for Pivotal Point Residential Community Titles Scheme 33550

4. Interest
Not Applicable

5. Applicant
Body Corporate for Pivotal Point Residential Community Titles Scheme 33550

6. Request
I hereby request that: the New Community Management Statement deposited herewith which amends Schedule C - By-laws of the existing Community Management Statement be recorded as the Community Management Statement for Pivotal Point Residential Community Titles Scheme 33550.

7. Execution by applicant

3/7/2025
Execution Date


Juliette Elizabeth Nairn, Solicitor

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

33550

WITH:

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

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

Office use only
CMS LABEL NUMBER

This statement incorporates and must include the following:

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

1. Name of community titles scheme Pivotal Point Residential Community Titles Scheme 33550	2. Regulation module Standard Module
---	--

3. Name of Body Corporate Body Corporate for Pivotal Point Residential Community Titles Scheme 33550
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4. Scheme land				
<table border="1"> <thead> <tr> <th>Lot on Plan Description</th> <th>Title Reference</th> </tr> </thead> <tbody> <tr> <td>*See Enlarged Panel*</td> <td></td> </tr> </tbody> </table>	Lot on Plan Description	Title Reference	*See Enlarged Panel*	
Lot on Plan Description	Title Reference			
See Enlarged Panel				

5. Name and address of original owner Not applicable	6. Reference to Plan lodged with this statement Not applicable
--	--

first community management statement only

7. New CMS exemption to planning body community management statement notation (if applicable*) Not applicable pursuant to Section 60(6) of the Body Corporate and Community Management Act 1997.
--

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

8. Execution by original owner/Consent of Body Corporate

See Form 20 – BCCM Execution

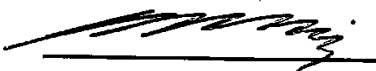

Privacy Statement

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

**BCCM EXECUTION /
 RELEVANT CERTIFICATE**

1. Community Titles Scheme (CTS) Name	CTS Number
Pivotal Point Residential	33550
2. Module Type of BCCM Scheme	Instrument being executed (using this certificate)
Standard Module	New CMS

3. Execution by the Body Corporate for the above Scheme*

Signature		Signature	
Signer Name	<u>FRANK WILLIS</u>	Signer Name	<u>Anne Spillane</u>
Signer Authority	<u>Chairperson of the Body Corporate Committee</u>	Signer Authority	<u>Member of the Body Corporate Committee</u>
Entity (if applicable)	_____	Entity (if applicable)	_____
Execution Date	<u>27/6/2025</u>	Execution Date	<u>27/6/2025</u>

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

When this Form should be used:

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

Guidance

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

Signer Authority Guidance:

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

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

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

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

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

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

ENLARGED PANEL

4. Scheme Land

Description of Lot	County	Parish	Title Reference
The Common Property for Pivotal Point Residential Community Titles Scheme 33550	Ward	Nerang	50538792
Lot 601 on SP 155585	Ward	Nerang	50538793
Lot 602 on SP 155585	Ward	Nerang	50538794
Lot 603 on SP 155585	Ward	Nerang	50538795
Lot 604 on SP 155585	Ward	Nerang	50538796
Lot 701 on SP 155585	Ward	Nerang	50538797
Lot 702 on SP 155585	Ward	Nerang	50538798
Lot 703 on SP 155585	Ward	Nerang	50538799
Lot 704 on SP 155585	Ward	Nerang	50538800
Lot 801 on SP 155585	Ward	Nerang	50538801
Lot 802 on SP 155585	Ward	Nerang	50538802
Lot 803 on SP 155585	Ward	Nerang	50538803
Lot 804 on SP 155585	Ward	Nerang	50538804
Lot 901 on SP 155585	Ward	Nerang	50538805
Lot 902 on SP 155585	Ward	Nerang	50538806
Lot 903 on SP 155585	Ward	Nerang	50538807
Lot 904 on SP 155585	Ward	Nerang	50538808
Lot 1001 on SP 155585	Ward	Nerang	50538809
Lot 1002 on SP 155585	Ward	Nerang	50538810
Lot 1003 on SP 155585	Ward	Gilston	50538811
Lot 1004 on SP 155585	Ward	Gilston	50538812
Lot 1101 on SP 155585	Ward	Gilston	50538813
Lot 1102 on SP 155585	Ward	Gilston	50538814
Lot 1103 on SP 155585	Ward	Gilston	50538815
Lot 1104 on SP 155585	Ward	Gilston	50538816
Lot 1201 on SP 155585	Ward	Gilston	50538817
Lot 1202 on SP 155585	Ward	Gilston	50538818
Lot 1203 on SP 155585	Ward	Gilston	50538819
Lot 1204 on SP 155585	Ward	Gilston	50538820
Lot 1301 on SP 155585	Ward	Gilston	50538821
Lot 1302 on SP 155585	Ward	Gilston	50538822
Lot 1303 on SP 155585	Ward	Gilston	50538823
Lot 1304 on SP 155585	Ward	Gilston	50538824
Lot 1401 on SP 155585	Ward	Gilston	50538825
Lot 1402 on SP 155585	Ward	Gilston	50538826
Lot 1403 on SP 155585	Ward	Gilston	50538827
Lot 1404 on SP 155585	Ward	Gilston	50538828
Lot 1501 on SP 155585	Ward	Gilston	50538829
Lot 1502 on SP 155585	Ward	Gilston	50538830
Lot 1503 on SP 155585	Ward	Gilston	50538831

Description of Lot	County	Parish	Title Reference
Lot 1504 on SP 155585	Ward	Gilston	50538832
Lot 1601 on SP 155585	Ward	Gilston	50538833
Lot 1602 on SP 155585	Ward	Gilston	50538834
Lot 1603 on SP 155585	Ward	Gilston	50538835
Lot 1604 on SP 155585	Ward	Gilston	50538836
Lot 1701 on SP 155585	Ward	Gilston	50538837
Lot 1702 on SP 155585	Ward	Gilston	50538838
Lot 1703 on SP 155585	Ward	Gilston	50538839
Lot 1704 on SP 155585	Ward	Gilston	50538840
Lot 1801 on SP 155585	Ward	Gilston	50538841
Lot 1802 on SP 155585	Ward	Gilston	50538842
Lot 1803 on SP 155585	Ward	Gilston	50538843
Lot 1804 on SP 155585	Ward	Gilston	50538844
Lot 1901 on SP 155585	Ward	Gilston	50538845
Lot 1902 on SP 155585	Ward	Gilston	50538846
Lot 1903 on SP 155585	Ward	Gilston	50538847
Lot 1904 on SP 155585	Ward	Gilston	50538848
Lot 2001 on SP 155585	Ward	Gilston	50538849
Lot 2002 on SP 155585	Ward	Gilston	50538850
Lot 2003 on SP 155585	Ward	Gilston	50538851
Lot 2004 on SP 155585	Ward	Gilston	50538852
Lot 2101 on SP 155585	Ward	Gilston	50538853
Lot 2102 on SP 155585	Ward	Gilston	50538854
Lot 2103 on SP 155585	Ward	Gilston	50538855
Lot 2201 on SP 155585	Ward	Gilston	50538856
Lot 2202 on SP 155585	Ward	Gilston	50538857
Lot 2203 on SP 155585	Ward	Gilston	50538858
Lot 2301 on SP 155585	Ward	Gilston	50538859
Lot 2302 on SP 155585	Ward	Gilston	50538860
Lot 2303 on SP 155585	Ward	Gilston	50538861
Lot 2401 on SP 155585	Ward	Gilston	50538862
Lot 2402 on SP 155585	Ward	Gilston	50538863
Lot 2403 on SP 155585	Ward	Gilston	50538864
Lot 2501 on SP 155585	Ward	Gilston	50538865
Lot 2502 on SP 155585	Ward	Gilston	50538866
Lot 2503 on SP 155585	Ward	Gilston	50538867
Lot 2601 on SP 155585	Ward	Gilston	50538868
Lot 2602 on SP 155585	Ward	Gilston	50538869
Lot 2603 on SP 155585	Ward	Gilston	50538870
Lot 2701 on SP 155585	Ward	Gilston	50538871
Lot 2702 on SP 155585	Ward	Gilston	50538872
Lot 2703 on SP 155585	Ward	Gilston	50538873
Lot 2801 on SP 155585	Ward	Gilston	50538874

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Description of Lot	County	Parish	Title Reference
Lot 2802 on SP 155585	Ward	Gilston	50538875
Lot 2803 on SP 155585	Ward	Gilston	50538876
Lot 2901 on SP 155585	Ward	Gilston	50538877
Lot 2902 on SP 155585	Ward	Gilston	50538878
Lot 2903 on SP 155585	Ward	Gilston	50538879
Lot 3001 on SP 155585	Ward	Gilston	50538880
Lot 3002 on SP 155585	Ward	Gilston	50538881
Lot 3101 on SP 155585	Ward	Gilston	50538882
Lot 3102 on SP 155585	Ward	Gilston	50538883
Lot 3201 on SP 155585	Ward	Gilston	50538884
Lot 3202 on SP 155585	Ward	Gilston	50538885
Lot 3301 on SP 155585	Ward	Gilston	50538886
Lot 3302 on SP 155585	Ward	Gilston	50538887
Lot 3401 on SP 155585	Ward	Gilston	50538888
Lot 3402 on SP 155585	Ward	Gilston	50538889
Lot 3501 on SP 155585	Ward	Gilston	50538890
Lot 3601 on SP 155585	Ward	Gilston	50538891
Lot 3701 on SP 155585	Ward	Gilston	50538892
Lot 3801 on SP 155585	Ward	Gilston	50538893
Lot 3901 on SP 155585	Ward	Gilston	50538894

SCHEDULE A	SCHEDULE OF LOT ENTITLEMENTS
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Lot on Plan	Contribution	Interest
Lot 601 on SP 155585	76	440
Lot 602 on SP 155585	76	430
Lot 603 on SP 155585	66	320
Lat 604 on SP 155585	76	425
Lot 701 on SP 155585	77	445
Lot 702 on SP 155585	77	435
Lot 703 on SP 155585	67	323
Lot 704 on SP 155585	77	430
Lot 801 on SP 155585	78	450
Lot 802 on SP 155585	78	440
Lat 803 an SP 155585	68	326
Lat 804 on SP 155585	78	435
Lot 901 on SP 155585	79	460
Lot 902 on SP 155585	79	445
Lot 903 on SP 155585	69	330
Lat 904 on SP 155585	79	440
Lot 1001 on SP 155585	80	460
Lot 1002 on SP 155585	80	450
Lot 1003 on SP 155585	70	335
Lot 1004 on SP 155585	80	445
Lot 1101 on SP 155585	81	465
Lot 1102 on SP 155585	81	455
Lot 1103 on SP 155585	71	340
Lot 1104 on SP 155585	81	450
Lot 1201 on SP 155585	82	470
Lot 1202 on SP 155585	82	460
Lot 1203 on SP 155585	72	345
Lot 1204 on SP 155585	82	455
Lot 1301 on SP 155585	83	475
Lot 1302 on SP 155585	83	470
Lot 1303 on SP 155585	73	350
Lot 1304 on SP 155585	83	455
Lot 1401 on SP 155585	84	480
Lot 1402 on SP 155585	84	475
Lot 1403 on SP 155585	74	350
Lot 1404 on SP 155585	84	465
Lot 1501 on SP 155585	85	485
Lot 1502 on SP 155585	85	480
Lot 1503 on SP 155585	75	355
Lot 1504 on SP 155585	85	470
Lot 1601 on SP 155585	86	490

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Lot on Plan	Contribution	Interest
Lot 1602 on SP 155585	86	485
Lot 1603 on SP 155585	76	355
Lot 1604 on SP 155585	86	475
Lot 1701 on SP 155585	87	500
Lot 1702 on SP 155585	87	490
Lot 1703 on SP 155585	77	360
Lot 1704 on SP 155585	87	485
Lot 1801 on SP 155585	88	510
Lot 1802 on SP 155585	88	495
Lot 1803 on SP 155585	78	365
Lot 1804 on SP 155585	88	495
Lot 1901 on SP 155585	89	520
Lot 1902 on SP 155585	89	500
Lot 1903 on SP 155585	79	370
Lot 1904 on SP 155585	89	505
Lot 2001 on SP 155585	90	525
Lot 2002 on SP 155585	90	505
Lot 2003 on SP 155585	80	375
Lot 2004 on SP 155585	90	510
Lot 2101 on SP 155585	91	540
Lot 2102 on SP 155585	101	850
Lot 2103 on SP 155585	91	525
Lot 2201 on SP 155585	92	550
Lot 2202 on SP 155585	102	860
Lot 2203 on SP 155585	92	535
Lot 2301 on SP 155585	93	545
Lot 2302 on SP 155585	103	870
Lot 2303 on SP 155585	93	545
Lot 2401 on SP 155585	94	570
Lot 2402 on SP 155585	104	880
Lot 2403 on SP 155585	94	555
Lot 2501 on SP 155585	95	580
Lot 2502 on SP 155585	105	890
Lot 2503 on SP 155585	95	565
Lot 2601 on SP 155585	96	590
Lot 2602 on SP 155585	106	900
Lot 2603 on SP 155585	96	575
Lot 2701 on SP 155585	97	600
Lot 2702 on SP 155585	107	910
Lot 2703 on SP 155585	97	585
Lot 2801 on SP 155585	98	610
Lot 2802 on SP 155585	108	920
Lot 2803 on SP 155585	98	595
Lot 2901 on SP 155585	99	620

Lot on Plan	Contribution	Interest
Lot 2902 on SP 155585	109	930
Lot 2903 on SP 155585	99	605
Lot 3001 on SP 155585	110	1050
Lot 3002 on SP 155585	110	1050
Lot 3101 on SP 155585	111	1075
Lot 3102 on SP 155585	111	1025
Lot 3201 on SP 155585	112	1100
Lot 3202 on SP 155585	112	1050
Lot 3301 on SP 155585	113	1125
Lot 3302 on SP 155585	113	1075
Lot 3401 on SP 155585	114	1150
Lot 3402 on SP 155585	114	1100
Lot 3501 on SP 155585	120	1850
Lot 3601 on SP 155585	121	1850
Lot 3701 on SP 155585	122	2000
Lot 3801 on SP 155585	123	2000
Lot 3901 on SP 155585	130	4150
TOTALS	9221	67279

The Contribution Schedule Lot Entitlements ("CSLE") for the Lots in the Scheme are not equal. The CSLE have been calculated to ensure each Lots contribution to the Scheme are just equitable in relation to other Lots and the Scheme in general.

The CSLE's for each Lot are calculated using the following formula:

1. Each Lot is given 50 CSLE's;
2. Further, CSLE's are added to each lot as follows:
 - (a) 1 Bedroom lot- 10 CSLE's;
 - (b) 2 Bedroom lot - 20 CSLE's;
 - (c) 3 Bedroom lot - 30 CSLE's;
 - (d) Sub penthouse lot - 35 CSLE's;
 - (e) Penthouse lot - 40 CSLE's,

Each Lot is given a further 1 CSLE for each level of the tower the Lot is located on (ie. Lots on level 6 will have an additional 6 CSLE's added).

SCHEDULE B	EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND
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Not applicable

SCHEDULE C	BY-LAWS
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1. Definitions

Interpretation

Headings throughout these By-laws are for guidance only and are not to be used as an aid in the interpretation of these By-laws.

Plurals include the singular and the singular plural. References to either gender shall include a reference to the other gender.

Reference to the whole includes any part of the whole.

"BCCM ACT" means the *Body Corporate and Community Management Act 1997*;

- "**Building**" means the building or buildings and other fixed structures erected on the Scheme Land;
- "**Body Corporate**" means the Body Corporate established upon the registration of the Community Titles Scheme;
- "**Common Property**" means the Common Property referred to in the Community Titles Scheme;
- "**Scheme Land**" means the land contained in the Community Titles Scheme;
- "**Smoke**" means:
- (a) for a smoking product other than a personal vaporiser or a hookah – smoke, hold or otherwise have control over an ignited smoking product (which includes but is not limited to a tobacco product, herbal cigarette or loose smoking blend);
 - (b) for a personal vaporiser – inhale through the vaporiser or
 - (c) for a hookah – inhale through the hookah.
- "**Outdoor Area**" – means an area of a lot or Common Property or a Body Corporate asset that an occupier may use under an exclusive use by-law and includes:
- (a) a balcony;
 - (b) a courtyard;
 - (c) a patio; and
 - (d) a verandah.

2. **Parking By-law**

- 2.1 The owner or occupier of a lot must not, without the Body Corporate's written approval, park, permit or allow a vehicle to stand on the Common Property other than as permitted by the Body Corporate as the designated parking area for the given lot, in accordance with By-law 39 and Schedule 'E' herein.
- 2.2 The owner or occupier of a lot shall not, without the Body Corporate's written approval, permit their invitees, servants and/or other guests to park a vehicle, or permit or allow a vehicle to stand on Common Property other than as displayed or permitted by the Body Corporate as designated visitor parking areas for vehicles.
- 2.3 The owner or occupier shall not park or stand a vehicle upon the designated visitor parking areas.
- 2.4 The owner or occupier of a lot shall ensure that their invitees, servants, agents and/or other guests use the designated visitor car parking areas only for its intended purpose, namely:
 - 2.4.1 for a maximum of five hours; or
 - 2.4.2 anytime over five hours, however, not exceeding seven days, provided a written request is made to the Committee and consent is granted before parking.
- 2.5 Subject to any applicable law, the Body Corporate is empowered to remove vehicles parked on Common Property contrary to the By-laws by towing or other means. In this event, the Body Corporate will not be responsible for any further actions associated with the removal or retrieval of such vehicle. Any dispute will be a matter exclusively between the owner, occupier or invitee (servant, agent or other guest) and the towing contractor company exclusively.
- 2.6 The Body Corporate will not be held liable for any action performed pursuant to the abovementioned By-laws.
- 2.7 All vehicles brought onto, or parked on Scheme Land must be registered and of sound mechanical and physical condition.
- 2.8 All vehicles are to be registered in the parking book at the reception desk.
- 2.9 All visiting vehicles are to display a parking ID which indicates the property being visited.

3. Private Roads and Other Common Property

- 3.1 The private roadways, pathways, drives and other Common Property and any easement giving access to the land shall not be obstructed by any owner or tenants, guests, servants, employees, agents, children, invitees, licensees of any owner, nor shall they use these areas for any purpose other than the reasonable ingress and egress to and from their respective lots or the parking areas provided. An owner or occupier of a lot shall not, without the Body Corporate's written approval:
- 3.1.1 drive or permit to be driven any motor vehicles in excess of two tonnes weight onto or over the Common Property other than such vehicles necessary to complete the construction and/or occupation of any residence erected on the land, and any motor vehicles entitled by any statute and/or local authority ordinances;
 - 3.1.2 permit any invitees' vehicles to be parked on the roadway forming part of the common area at any time. Any invitees shall park their vehicles in the visitors' parking bays on the Common Property and shall use such area only for its intended purpose of casual parking; nor
 - 3.1.3 permit any boat, trailer, caravan, campervan or mobile home onto, over or through the Common Property.

4. Obstruction

- 4.1 An owner or occupier of a lot shall not obstruct the lawful use of Common Property by any person.
- 4.2 With the exception of mobility appliances, which must not at any time obstruct ingress or egress to the safety exits:
 - 4.2.1 no personal property is to be placed in the foyer of any floor without written permission of the Committee; and
 - 4.2.2 no personal property is to be placed on external terraces leading to a safety exit.

5. Damage to Lawns etc. on Common Property

An owner or occupier of a lot shall not, without the Body Corporate's written approval, damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon Common Property or any lot.

6. Damage to Common Property

An owner or occupier of a lot shall not mark, paint, drive nails, screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property or any Body Corporate Assets except with the written consent of the Committee. This By-law does not prevent an owner or person authorised by said owner from installing any locking or other safety device for the protection of their Lot against intruders, provided that the locking or other safety device or, as the case may be is constructed in a workmanlike manner, is maintained in a state of good serviceable repair by the owner and does not detract from the amenity of the building. All doors and windows to the premises shall be securely fastened on all occasions when the premises are left unoccupied and the Committee reserves the right to enter and fasten the same if left insecurely fastened.

7. Depositing Rubbish etc. on Common Property

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

8. Use of Recreational Facilities

In relation to the use of the swimming pool, barbecue area, gymnasium/hobby room function rooms, and adjacent areas ("the Recreational Facilities"), an owner or occupier of a lot shall ensure:

- 8.1 that their invitees and guests do not use the Recreational Facilities unless they or another owner or occupier accompanies them;
- 8.2 that children below the age of 13 years are not in or around the Recreational Facilities unless accompanied by an adult owner or occupier exercising effective control over them;
- 8.3 that alcoholic beverages are not taken to or consumed in or around the swimming pool;

- 8.4 that any child under the age of two years, and any child older than two years who is not yet toilet trained, wears a water-proof nappy when in or around the swimming pool;
- 8.5 that glass containers or receptacles of any type are not taken to or allowed to remain in or around the swimming pool;
- 8.6 that the owner and their invitees shall exercise caution at all times and shall not run, dive, jump, splash or behave in any manner that is likely to interfere with the use and enjoyment of the Recreational Facilities by any other persons;
- 8.7 that no use is made of the Recreational Facilities between the hours of 10.00pm and 7.00am with the exception of the gymnasium which must not be used between the hours of 10.00pm and 5.00am;
- 8.8 that the owner or occupier and their invitees and guests are suitably attired at all times;
- 8.9 that the owner or occupier and their invitees and guests obey any lawful direction given to them by the Manager;
- 8.10 that the owner or occupier and their invitees and guests lock and/or fasten any security gates or doors providing access to and from the recreational facilities at all times; and
- 8.11 that after using the barbecue area they will:
 - 8.11.1 thoroughly clean the hotplates, grills and surrounds with hot soapy water;
 - 8.11.2 thoroughly clean any furniture, equipment or utensils provided for use of the area;
 - 8.11.3 remove and dispose of any rubbish; and
 - 8.11.4 generally leave the area in a clean and tidy condition.

9. Maintenance of the Swimming Pool

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

10. Instructions to Contractors etc.

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

11. Garbage Disposal

An owner or occupier of a lot shall:

- 11.1 excluding where the Committee provides some other means of disposal of garbage, maintain within their lot or on such part of the Common Property as may be authorised by the Committee in a clean and dry condition an adequately covered receptacle for garbage;
- 11.2 comply with all local authority By-laws and ordinances relating to the disposal of garbage;
- 11.3 ensure that the health, hygiene and comfort of the owner or occupier of any other lot is not adversely affected by their disposal of garbage;
- 11.4 use the recycle bins or receptacles (if any) that may be provided by the Body Corporate and/or relevant local authority and separate, where necessary, any garbage so that full use is made of such bins or receptacles; and
- 11.5 themselves take any rubbish such as white goods, furniture, doors, etc. to be disposed of at the local Council Waste Facility or arrange for it to be collected by Got Junk or a similar company. It should be noted that "garbage" relates to food scraps, nappies, tissues, broken crockery etc. and this may be disposed of in accordance with By-laws 11.1-11.4 above.

12. Appearance of Buildings and Signs

- 12.1 An owner or occupier of a lot shall not, except with the written consent of the Committee, hang any washing, towel, bedding, clothing or other article or display any sign, advertisement placard, banner, pamphlet or like matter on any part of the lot in such a way as to be visible from the Common Property or any other lot. In connection with the hanging of clothing to dry naturally, this is permitted only in the areas (if any) designated by the Committee where facilities are supplied for such needs.

- 12.2 An owner or occupier of a lot shall not paint, affix or display any sign advertisements, notices, posters, placards, banners or like materials to or on any part of the Building nor do anything to vary the external appearance of their lot without the prior consent of the Committee.
- 12.3 An owner or occupier of a lot shall not, except with the consent in writing of the Committee, permit any boat, trailer, caravan, campervan or mobile home to be visible from the Common Property or from an adjoining lot.

13. Inflammable Liquids, Gases or Other Materials

- 13.1 An owner or occupier of a lot shall not bring to, do or keep anything in the lot which shall increase the rate of fire insurance on any property within the Community Titles Scheme or which may conflict with the laws and/or regulations relating to fires or any insurance policy upon any property on the Building Format Plan or the regulations or ordinances of any Public Authority for the time being in force.
- 13.2 An owner or occupier of a lot shall not, except with the consent in writing of the Committee, use or store on their lot or upon the Common Property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes including gas barbecues, or such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

14. Keeping of Animals

- 14.1 Subject to this By-law and the provisions of the Act, an owner or occupier is not to bring or keep an animal on the lot or on the Common Property without the Body Corporate's written approval.
- 14.2 An owner or occupier wishing to keep an animal on their lot must ensure that:
- 14.2.1 the particulars of the animal, including the name, sex, weight, description and breed are registered with the Body Corporate and that the Body Corporate is also provided with two coloured photographs, one showing the face, and one showing the side of the animal;
 - 14.2.2 the animal is registered with the Gold Coast City Council and must provide a copy of that registration to the Body Corporate each year on renewal;
 - 14.2.3 the animal does not disturb others;
 - 14.2.4 the animal is a domestic pet;
 - 14.2.5 the animal is toilet trained;
 - 14.2.6 the animal only passes over or through the Common Property for the purposes of ingress and egress to a lot and is at all times kept on a lead which is no more than one metre in length;
 - 14.2.7 the animal is kept healthy and free of parasites;
 - 14.2.8 whether a lot is owned by one or more owners, only one animal per lot is permitted;
 - 14.2.9 no owner or joint owner of more than one lot in the Scheme is permitted to keep a second or subsequent animal in their second or subsequent lot;
 - 14.2.10 an animal or pet must not enter Level 5 under any under any circumstances;
 - 14.2.11 if necessary, the Body Corporate may demand an animal be carried through Common Property;
 - 14.2.12 a certificate from the animal's veterinarian service confirming the animal is healthy and free from major diseases and that the animal has had the required inoculations and flea protection must be provided to the Body Corporate with the application;
 - 14.2.13 if the animal defecates whilst on the Common Property (which must not be encouraged by the owner of the animal), then any waste from the animal is disposed of in a hygienic manner by the owner; and
 - 14.2.14 they confirm in writing that they will abide by the conditions as required by the Committee under this By-law.
- 14.3 The Body Corporate may, by means of written notice to the lot owner, order an animal to be removed from the Scheme if the animal does not comply with all of the criteria set out in this By-law.
- 14.4 However, subject to section 181 of the Act, a person with a disability under the *Guide, Hearing and Assistance Dogs Act 2009* shall be permitted to keep or bring into a lot or onto the Common Property, a guide dog, as referred to in the *Guide, Hearing and Assistance Dogs Act 2009*.

- 14.5 The owner indemnifies and shall keep indemnified the Body Corporate against any loss, damage, injury or claim whatsoever made against the Body Corporate regarding any act on the part of the animal.
- 14.6 Approval is for the current animal only and not for any other additional or replacement animal. While additional animals are not permitted, in order to keep a replacement animal the lot owner or occupier must undergo the procedure again for this new animal and must continue to comply with the criteria set out in this By-law.
- 14.7 In the event that any part of this By-law be adjudged by a court or be held or rendered by any competent government authority to be invalid, illegal or unenforceable, such part will be severed from the remainder of this By-law and will be deemed never to have been part of it and the remainder of it will subsist and remain in full force and effect unless the basic purposes of it would be defeated.

15. Auction Sales

An owner or occupier of a lot shall not permit any auction sale to be conducted or to take place in the lot or within the Community Titles Scheme without the prior approval in writing of the Committee.

16. Right of Entry

- 16.1 An owner or occupier, upon receiving reasonable notice from the Committee, shall allow the Body Corporate or any contractors, sub-contractors, workmen or other person authorised by it, the right of access to their lot for the purpose of carrying out works, maintenance, reading meters or effecting repairs on mains, pipes, wires or connections of any water, sewerage, drainage, gas electricity, telephone or other system or service, whether to their lot or to an adjoining lot or for any other purposes permitted under these By-laws, the Act or the Module.
- 16.2 If in the reasonable opinion of the Committee or the Manager (if any) there is a matter of sufficient emergency, no such aforesaid notice will be necessary. Any entry pursuant to this By-law shall not constitute trespass. The Committee or Manager (if any) in exercising the powers under this By-law shall ensure that its servants, agents and employees cause as little inconvenience to the owner or occupier of the lot as is reasonable in the circumstances or for any other purpose permitted under these By-laws, the Act or the Module applying to this scheme.

17. Noise

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

18. Use of Lots

- 18.1 Subject to any By-law to the contrary, an owner or occupier of a lot shall not use that lot or permit the same to be used other than as for residential purposes, nor for any purpose that may cause a nuisance or hazard for any illegal or immoral purpose or for any other purpose that may endanger the safety or good reputation of persons residing within the Community Titles Scheme.
- 18.2 The owner and occupier of a lot must comply with all local government local laws and regulations.

- 18.3 Owners and occupiers must comply with all laws and local government regulations, including but not limited to the development conditions imposed by the Gold Coast City Council which include that lots in the Scheme may not be used for short-term accommodation. "Short-term" accommodation under the Gold Coast City Plan is defined as:

"Premises used to provide short-term accommodation for tourists or travellers for a temporary period of time (typically not exceeding three consecutive months)".

19. Notification of Change of Use or Occupation

- 19.1 An owner or occupier must notify the Body Corporate if the existing use of the lot is to be changed.
- 19.2 An owner must not conduct a service apartment or let the lot on a short-term basis contrary to any local government, town planning or building certification. In accordance with By-law 18.3, lots in the scheme may not be used for short term accommodation.
- 19.3 An owner must provide a copy of these By-laws to any tenant.
- 19.4 The tenancy agreement between an owner and a tenant is to prohibit sub-tenancy arrangements.
- 19.5 An owner and occupier must provide the necessary details to the Building Manager about the occupants in accordance with Form 8 of the BCCM Act;
- 19.6 An owner and occupier must provide contact details of all occupants to the Building Manager including the date of "moving in", the number occupants per lot and confirmation that each occupant is aware of the fire evacuation procedures for the Building.
- 19.7 An owner or occupier shall be liable for any increase in the premium for reinstatement insurance effected by the Body Corporate, where the increase is attributable to the way in which a lot (or any associated occupation authority area or exclusive use area) is used by the occupier.

20. Infectious Diseases

In the event of any infectious disease which may require notification by virtue of any Statute, Regulation or Ordinance happening in any lot, the owner or occupier of such lot shall give written notice thereof and any other information which may be required relative thereto to the Committee.

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

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

22. Structural Alterations and Renovations to the Interior of Lots

- 22.1 An owner or occupier must not carry out or allow to be carried out any renovation work or alteration to their lot ("Works") unless the owner or occupier has first obtained the written approval of the Committee (which may be given subject to conditions). For the avoidance of doubt, Works include (without limitation) altering any services (gas, water, power) to the lot and altering flooring.
- 22.2 At the same time as applying for approval, the lot owner or occupier must:
- 22.2.1 provide the Committee with all details of the Works to be carried out by way of plans, specifications, explanations and any other material or documentation requested by the Committee;
- 22.2.2 where any of the Works require structural alteration or changes to the structure of a lot (including, without limitation, substantial drilling or cutting), or installation of kitchen facilities, provide the Committee with full details of the proposed Works from a qualified engineer along with confirmation from said engineer that the Works will not affect the structural soundness of the lot or Building and are compliant with all laws and local authority requirements; and
- 22.2.3 where an occupier is proposing to carry out Works, the occupier shall be required to provide the Committee with proof that the owner consents.

- 22.3 Where the Committee grants consent to the Works, in addition to any other conditions the Committee may impose, the following conditions will also apply unless otherwise advised by the Committee. The owner or occupier must:
- 22.3.1 liaise with Building manager (or in their absence, the Committee) in order to:
 - 22.3.1.1 provide the estimated duration of the Works;
 - 22.3.1.2 arrange for any necessary access (entry fob or keys, for example);
 - 22.3.1.3 arrange for any necessary protective measures to be taken; and
 - 22.3.1.4 arrange for the positioning of a skip (if necessary) for all building waste.
 - 22.3.2 provide to the Body Corporate all approvals (if required by any authority or laws) prior to commencement of works, eg. Council approvals, Fire Authority approvals; and
 - 22.3.3 comply with all relevant Building Codes, Australian Standards, Local Laws, By-laws, and any other conditions imposed by the Committee.
- 22.4 Unless the Committee otherwise agrees in writing, the owner or occupier must:
- 22.4.1 limit the time of conducting any Works that will involve loud or vibrating noise capable of being heard from a nearby lot (for example and without limitation, hammer drills, saws, hammering, etc.) to the hours of 9.00am to 5.00pm Monday to Friday;
 - 22.4.2 limit the time of conducting any other Works to the hours of 7.00am to 5.00pm Monday to Friday;
 - 22.4.3 not conduct the Works on a Saturday, Sunday or public holidays;
 - 22.4.4 ensure that any materials relevant to the Works on Scheme Land are stored within the lot;
 - 22.4.5 remove all waste promptly and responsibly, without causing a nuisance to others;
 - 22.4.6 provide, at the owner/occupier's cost, a suitable solution for removal of all building waste;
 - 22.4.7 ensure that no dirt, dust, rubbish or marks are left on, or damage is caused to, the Common Property (including, without limitation, lifts, parking areas, foyers) and ensure that the areas of Common Property that are accessed because of the Works are kept clean and tidy after use; and
 - 22.4.8 provide the Committee with a Certificate of Approval/Compliance from their Builder/Certifier upon completion of the Works, in a form reasonably requested by the Committee.
- 22.5 The owner or occupier must ensure that the Works are completed in a good and workmanlike manner. This includes:
- 22.5.1 providing the Committee with an Insurance Certificate of Currency for every tradesman/contractor entering the Scheme to conduct the works, prior to their entry; and
 - 22.5.2 acknowledging and agreeing that they are responsible for any costs for damage to the Scheme including fire, plumbing or electrical services due to the Works.
- 22.6 An owner or occupier must comply with any conditions imposed by the Committee when granting its consent, including any conditions which are imposed by the Committee to prevent any noise arising in any way out of the installation or use of the Works from being transmitted from the lot to another lot.
- 22.7 The granting of any approval by the Committee of the Body Corporate does not in any way relieve an owner or occupier of their responsibility under any other By-laws or legislation.
- 22.8 If an owner or occupier fails to comply with the terms of this By-law, then an owner or occupier will, at their expense, remove the works from the lot upon receiving written notice from the Committee.
- 22.9 To the extent that the Committee may approve such activity, as a condition to granting approval, the Committee may require that the lot owner or occupier enters into a Deed of Indemnity in a form required by the Committee on behalf of the Body Corporate, in which the respective occupier or lot owner:
- 22.9.1 indemnifies and holds harmless the Body Corporate and other occupiers and owners in respect of any claim made against, or loss or damage caused to any of them or their property or property that they are responsible for, due to the activities conducted by the particular lot owner or occupier; and
 - 22.9.2 agrees that the indemnity operates to be personally binding on the owner or occupier for a period as determined by the Committee (not to exceed seven years from the date of completion of the relevant activity) unless the owner sells the Lot and obtains a similar covenant from a subsequent owner to be bound to the deed.

- 22.10 If in the opinion of the Committee any waste, rubbish, dirt or marks are not adequately removed as required by this By-law, the Committee may arrange the same to be removed at the expense of the lot owner or occupier conducting the Works.
- 22.11 If in opinion of the Committee the Common Property is not being kept clean and tidy as required in this By-law, the Committee may arrange the same to be cleaned or tidied at the expense of the lot owner or occupier conducting the Works.
- 22.12 No Works may be commenced without the owner or occupier confirming in writing that they agree to the terms or approval required by the Committee and this By-law for the works to be commenced.

23. Alterations to the Exterior of Lots

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

24. Maintenance Responsibility of Alterations to Common Property

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

25. Curtains, Venetian Blinds, Shutters and Window Tinting

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

26. Maintenance of Common Property and the Lots

- 26.1 Each owner shall be responsible for the maintenance of their lot, other than that part of the lot which will be maintained by the Body Corporate pursuant to an agreement entered into between the Body Corporate and the owner, and shall ensure that their lot is so kept and maintained as not to be offensive in appearance to other lot owners through the accumulation of excess rubbish or otherwise, or through the proliferation of cobwebs on the lot. In particular, and without limitation, an owner or occupier of a lot shall ensure that the eradication of pests is carried out on the lot on a regular basis.
- 26.2 All lots shall be kept clean and all practicable steps shall be taken to prevent infestation by vermin and/or insects.
- 26.3 In the event that a lot is not maintained in accordance with the Act, the Committee may notify the owner or occupier in writing that the lot has not been maintained in accordance with the By-laws, and in the event that the owner or occupier of a lot does not, in the opinion of the Committee, adequately maintain the lot within the time stipulated in the notice, the Body Corporate may cause the lot to be maintained at the expense of the owner or occupier thereof.
- 26.4 Where an owner or occupier of a lot has not maintained the lot in accordance with these By-laws or for the purpose of the Body Corporate to maintain the lot, the owner or occupier of the lot hereby authorises access to the lot for the Committee and its servants, agents and contractors for the purpose of maintaining the lot in accordance with these By-laws. The Committee, in exercising this power, shall ensure that servants, agents and contractors cause as little inconvenience to the owner or occupier of the Lot as is reasonable in the circumstances.
- 26.5 Subject to section 180(2)(ii) of the Body Corporate and Community Management (Standard Module) Regulation, windows shall be kept clean and promptly replaced by the owner or occupier of with fresh glass

of the same kind and weight as at present if broken or cracked. This By-law shall not prohibit an owner from making a claim on any applicable Body Corporate insurance.

26.6 Any maintenance of lots or Common Property shall, where reasonably possible in the circumstances, only be carried out by the use of natural products that do not contain toxic chemicals.

26.7 The Body Corporate shall be responsible for the repair, replacement, renewal and maintenance of the Common Property and the Body Corporate assets.

27. Taps

Should a lot be unoccupied for a period of more than a month, then the stopcock or such other similar device on the hot water system will be turned off.

28. Water Closets

The water closets and conveniences and other water apparatus including waste pipes and drains shall not be used for any purposes other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance shall be deposited therein. An owner or occupier must promptly give notice to the Body Corporate of any defects in water closets, conveniences and other water apparatus, including waste pipes and drains.

29. Behaviour of Invitees

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

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

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

29.4 An owner or occupier of a lot shall take all reasonable steps to ensure that their invitees and guests are suitably attired at all times.

30. Notice of Defect

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

31. Building Management Statement

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

32. Correspondence

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

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

32.3 In addition to By-Law 32.1 hereof, communication from an owner or occupier to any Committee member and/or Body Corporate Manager must be courteous, inoffensive, reasonable, respectful and constructive.

32.4 Communications must not purport to give directions to any person or entity employed or retained or contracted by the Body Corporate, including, but not limited to:

32.4.1 the Body Corporate Manager;

- 32.4.2 the Body Corporate's Lawyers; and
- 32.4.3 the Body Corporate's insurer.
- 32.5 Where communications are sent in breach of these conditions the recipient will not be required to acknowledge receipt of them.
- 32.6 The Committee is authorised by this By-Law to draft communication rules which must be adhered to as if the communication rules were recorded in this CMS and By-Law, and further, that the communication rules may be enforced by the Committee and/or Body Corporate under this By-Law pursuant to the dispute resolution provisions of the Act.

33. Notices

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

34. Copy of By-laws to be Produced

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

35. Pay TV

- 35.1 The Body Corporate recognises that there could be an agreement in place with a pay TV carrier for the installation of all cabling, wiring, ducting, conduits, amplifiers and other necessary equipment required for the provision of pay television to the Community Titles Scheme and each Lot and the Body Corporate must:
 - 35.1.1 allow a person to install cabling, wiring, ducting, conduits, amplifiers and any other necessary equipment to enable owners to connect to pay television; and
 - 35.1.2 provide a supply of electricity, at the cost of the Body Corporate, if needed for any component to the pay television facility that is installed on the Common Property.

36. Security

- 36.1 The Committee may take all reasonable steps to ensure the security of the Building and the Body Corporate personal property and in accordance with these By-laws, without limiting the generality of the foregoing, the Committee may:
 - 36.1.1 close off any part of the Common Property not required for ingress or egress to a lot or a car parking space on either a temporary or permanent basis or otherwise restrict the access to or use by owners or occupiers of any such part of the Common Property;
 - 36.1.2 permit any designated part of the Common Property to be used by any security person, firm or company (to the exclusion of owners or occupiers generally) as a means of monitoring the security and general safety of the Building; and
 - 36.1.3 obtain, install and maintain locks, alarms, communication systems and other security devices.
- 36.2 All security equipment installed on Common Property and used in connection with the provision of security for the Community Titles Scheme shall, with the exception of the equipment installed upon any Lot, be and remain the property of the Body Corporate. All security equipment, with the exception of that equipment installed upon any lot which shall be maintained at the cost and expense of the owner of the lot, that is the property of the Body Corporate in accordance with this By-law shall be repaired and maintained at the cost and expense of the Body Corporate.
- 36.3 Under no circumstances shall the Body Corporate be responsible to an owner (and the owner shall not be entitled to make any claim for compensation or damages) in the event of a failure of all or any of the security systems put in place by the Body Corporate to operate in the manner in which they are intended. Where the failure to operate arises from a malfunction of the security equipment in a lot, then the owner shall allow the Body Corporate by its servants, agents or contractors to enter upon the lot upon one day's notice, except in the case where the circumstances require immediate entry, when immediate maintenance of the security equipment within a Lot shall be at the cost and expenses of the owner of the lot.

- 36.4 If the Body Corporate in the exercise of any of its powers under these By-laws allows the access of owners or occupiers to any part of the Common Property to be by means of a lock or similar security device, it may make such a number of keys or operating systems as it determines available to owners or occupiers free of charge and thereafter may, at its discretion, make additional numbers thereof available to owners or occupiers on payment of such reasonable charge as may be determined from time to time by the Body Corporate.
- 36.5 An owner or occupier of a lot to whom any key or operating system is given pursuant to these By-laws shall exercise a high degree of caution and responsibility in making the same available for use by any occupier of a lot and shall take reasonable precautions (which shall include an appropriate covenant in any lease or licence of a lot to such occupier) to ensure return thereof to the owner or the Body Corporate upon the occupier ceasing to be an occupier.
- 36.6 An owner or occupier of a lot into whose possession any key or operating system referred to in these By-laws has come shall not, without the prior approval in writing of the Body Corporate, duplicate the same or cause to permit the same to be duplicated and shall take all reasonable precautions to ensure that the same is not lost or handed to any other person other than another owner or occupier and is not disposed of other than when it is returned to the Body Corporate.
- 36.7 An owner or occupier of a lot who is issued with a key or operating system referred to in these By-laws shall immediately notify the Body Corporate if the same is lost or misplaced.
- 36.8 Any consent or approval given by the Body Corporate pursuant to these By-laws shall, if practicable, be revocable upon notice to the owner or occupier for the time being having the benefit of such consent or approval.

37. Fire and Safety

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

38. Bulk Purchase of Utility Services

- 38.1 Subject to compliance with the law, the Body Corporate may, at its option, enter into an arrangement with a supplier for the bulk supply of a Utility Service to the Body Corporate for on-supply to the lots or to the lots and Common Property.
- 38.2 The Body Corporate may on-supply the Utility Service to occupiers either:
- 38.2.1 free of charge; or
 - 38.2.2 for a fee, tariff or other charge on a not-for-profit basis.
- 38.3 If the Body Corporate enters an arrangement under paragraph 38.1 of this By-law, occupiers may, at their option, acquire the supply of the relevant Utility Service from the Body Corporate.
- 38.4 If the Body Corporate imposes a fee, tariff or other charge for the on-supply of a Utility Service it may do so wholly or partly based on usage.
- 38.5 The fee, tariff or other charge relating to the on-supply of a Utility Service by the Body Corporate may (subject to the law) be imposed:
- 38.5.1 on a post-paid basis (with or without a security deposit) and included as a sundry charge on notices levying contributions under the Act; or
 - 38.5.2 on a pre-paid basis.
- 38.6 For determining a lot's usage of an on-supplied Utility Service, the Body Corporate may install meters to measure usage.
- 38.7 The terms on which the Body Corporate on-supplies a Utility Service to an occupier may be set out in a written supply agreement between the Body Corporate and the occupier or set by the Body Corporate as a condition of use of the Utility Service, in which event use of the Utility Service by an occupier shall constitute an agreement containing those terms.
- 38.8 The consideration for an agreement formed under sub-paragraph 38.7 of this By-law shall be the on-supply by the Body Corporate of the Utility Service.
- 38.9 An occupier who is a party to an agreement formed under sub-paragraph 38.7 of this By-law must comply with the terms of the agreement, including, without limitation, any terms requiring the payment of money.

- 38.10 Any money payable pursuant to an agreement formed under sub-paragraph 38.7 of this By-law shall be recoverable by the Body Corporate as a debt.
- 38.11 If there is a change in occupier of a lot with whom an on-supply agreement is in place under this By-law, the outgoing occupier must pay all money payable pursuant to the agreement to the date they vacate and the incoming occupier will need to enter a new on-supply agreement with the Body Corporate.
- 38.12 An on-supply agreement under this By-law shall be managed by such person or entity appointed from time to time by the Body Corporate.
- 38.13 All enquiries regarding connections, disconnections and charges shall be directed to the manager appointed under sub-paragraph 38.12 of this By-law.
- 38.14 The Body Corporate may, upon 60 days' notice in writing to an occupier who is a party to an on-supply agreement under this By-law, terminate the on-supply.
- 38.15 The Body Corporate will have no obligation to continue an on-supply of a Utility Service under this By-law if the bulk supplier to the Body Corporate discontinues the supply for any reason.
- 38.16 The Body Corporate shall not be responsible for any loss, cost or damage which an occupier may suffer because of a supply or failure of supply of a Utility Service under this By-law.
- 38.17 The Body Corporate shall not be responsible for the accuracy or correct operation of any meter used to measure an on-supply of a Utility Service.
- 38.18 An occupier who is receiving an on-supply of electricity must ensure that any electrical installation (as defined in the *Electricity Act 1994*) is maintained free of any defect which is likely to cause a fire or electrical shock.
- 38.19 For ensuring the efficient and constant supply of electricity, the Body Corporate may limit such supply or impose restrictions in such manner and to such extent as it considers necessary, in relation to the use of electrical equipment (as defined in the *Electricity Act 1994*), including the prohibition of the use of specified articles.

39. Exclusive Use Car Spaces

- 39.1 Certain owners for the time being of nominated lots in the Scheme shall be entitled to the Exclusive Use for themselves and their licensees of the car space as designated and identified in Schedule E and the attached Plans "A" and "B", the identifying number or numbers of which shall be notified in writing by the original owner to the Committee of the Body Corporate within 12 months after the date of registration of the Scheme, provided that in respect of those spaces allocated pursuant to this By-law the Committee is hereby authorised to vary the allocations so made and to transpose spaces from one Lot to another Lot at any time and from time to time on the written request of the owner of the Lots involved. The costs of any new Community Management Statement required as a result of a transposition of spaces (including legal costs) shall be paid by the owners of the lots involved.
- 39.2 Each owner to whom Exclusive Use of a car space or spaces is given, pursuant to this By-law shall use the space or spaces for the purposes of car parking only and shall be responsible for all expenses related to the maintenance and day to day running costs of the area and shall keep the same in good, tidy and clean condition at their own expense. If any owner/occupier fails to keep the exclusive use area in good, tidy and clean condition, then the cost of the Body Corporate removing any rubbish and cleaning the area will be charged to the owner.
- 39.3 Each owner or occupier who is entitled to the Exclusive Use and enjoyment of any of the car parking spaces shall:
 - 39.3.1 keep that to which he is entitled to Exclusive Use tidy and free from litter;
 - 39.3.2 use any of the car parking spaces to which he is entitled to Exclusive Use for motor vehicle parking and for no other purpose whatsoever;
 - 39.3.3 ensure that no motor vehicle parked within the car parking space shall spill or drop oil or other fluids on the floor of the building;
 - 39.3.4 ensure that only one motor vehicle at a time is parked within each of the car parking spaces and then only within the demarked confines of each of the car parking spaces;
 - 39.3.5 not sound or permit the horn of any motor vehicle to be sounded in the car park unnecessarily or permit any engine to run for any longer time than is necessary for the purpose of parking a motor vehicle or gaining access to or egress from the carpark;

- 39.3.6 in the event of the carpark being at any time unsupervised or unattended, then each owner or occupier when entering or leaving the carpark shall ensure that the entrance gate is shut immediately after gaining entrance to or leaving the carpark; and
- 39.3.7 in the event that an owner or occupier shall be issued with keys to the entrance door in the car park, they will ensure that said entrance door is locked immediately following the opening and closing thereof.

40. Exclusive Use Storage Areas

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

41. Owner or Occupier Not to Litter

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

42. Aerials

Outside wireless and television aerials and satellite dishes (or similar devices) may not be erected.

43. Removal

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

44. Balcony Gardens

An owner or occupier of a lot shall not plant in a balcony garden or place on their balcony plants which may obstruct the view of another lot or be of a species which may cause damage to the Common Property or inconvenience to the owner or occupier of another lot. An owner or occupier must ensure that no water runs or seeps from the balcony garden into another lot or the Common Property.

45. Special Privilege

45.1 The owners or occupiers for the time being of nominated lots in the Scheme shall be entitled to special privileges and rights over that part or parts of the Common Property as designated in this By-law and identified in the attached Plan "C".

45.2 Each lot owner is responsible for maintaining and repairing the Special Privilege Area. Each lot owner shall ensure that the Special Privileged Area is kept in a tidy and clean condition. The Body Corporate will not be responsible for any costs for maintaining or servicing the Special Privilege Area.

45.3 The Special Privilege Area is not to be used as a storage area but only as an entry foyer to the lot.

45.4 The Special Privilege Areas are designated as follows:

45.4.1 Lot 3501 area L35

45.4.2 Lot 3601 area L36

45.4.3 Lot 3701 area L37

45.4.4 Lot 3801 area L38

45.4.5 Lot 3901 area L39

46. Lifts

46.1 An owner, occupier and their invitees will at all times use the lifts in a proper and reasonable manner.

46.2 Children must not operate a lift on their own and must at all times be accompanied by an adult.

46.3 The Committee is entitled to make rules and regulations regarding the use of the lifts for the removing and delivery of furniture of the lots.

46.4 Owners, occupiers and their invitees and guests will at all times abide by those rules.

47. Electric Vehicle Charging

47.1 The owner or occupier of a lot must not charge an electric vehicle from any power source on the Common Property.

47.2 An owner or occupier who has the exclusive use of a parking space may request written consent from the Body Corporate to install electrical supply, distribution and an associated electrical outlet accessible to that space for the purpose of charging an electric vehicle.

47.3 The owner or occupier must submit an electric vehicle charging application form to the Committee which includes a written description of the proposed charging equipment, the proposed design and installation, and any other documents or plans requested by the Committee and obtain the written approval of the Committee before commencing installation.

47.4 Approval will not be given unless the design of an electric vehicle charger ("charger") meets the minimum conditions and specifications as follows:

47.4.1 a dedicated and separately metered power supply for the sole purpose of charging the electric vehicle attributable to the owner/occupier's lot;

47.4.2 the dedicated power meter will be located in the lot owner's parking space and will be accessible at all times for the purpose of reading the meter;

47.4.3 the maximum capacity provided to the electric vehicle will be 240 volts and 32 amperes;

47.4.4 a suitable conduit will carry the power for the charger to the allocated car space of the owner/occupier's lot;

- 47.4.5 the Body Corporate is not responsible for any costs related to the installation of the charger and will not pay for any cost of all future repairs, maintenance, and upgrades to the charger and the owner must acknowledge this in writing; and
- 47.4.6 the charger, associated cables and the plug-in vehicle must be located wholly within the allocated parking space of the owner's lot when charging the vehicle.
- 47.5 The Committee may grant consent provided that the Committee is of the opinion that its existing utility systems will support the charger, and the owner or occupier agrees to:
 - 47.5.1 obtain all necessary permits;
 - 47.5.2 comply with all applicable laws;
 - 47.5.3 comply with all By-laws of the Scheme;
 - 47.5.4 retain qualified contractors for the purpose of installing the charger; and
 - 47.5.5 indemnify and save harmless the Body Corporate for any costs, loss or expense of whatever kind which the Body Corporate may sustain in connection with the installation and use of the charger.
- 47.6 Following installation of the charger, the owner may apply to the Committee for consent in writing to remove the charger. If the Committee considers the charger may be removed with minimal damage to the Common Property, the owner may engage professionally qualified tradespersons to remove the charger at the owner/occupier's own cost.

48. Smoking on a lot and Common Property

- 48.1 An owner or occupier within the Scheme Land must not smoke or permit the smoking of a product (as specified in section 1 of this CMS) anywhere on the Common Property or within a lot which includes an outdoor area in a way that will:
 - 48.1.1 cause a nuisance or a hazard to another person or property;
 - 48.1.2 cause smoke drift to penetrate the Common Property or any other lot;
 - 48.1.3 unreasonably interfere with a person's use and enjoyment of their lot or the Common Property; or
 - 48.1.4 cause discomfort to a person using their lot or the Common Property.
- 48.2 Further, all persons visiting the Scheme Land must dispose of any smoking product in a rubbish bin.
- 48.3 An owner or occupier of a lot must ensure that smoke drift caused by smoking of tobacco or any other substance by the owner or occupier or any invitee of the owner or occupier of the lot does not penetrate the Common Property or any other lot.

49. Towing of Vehicles

- 49.1 The Body Corporate shall be authorised to enter into an agreement with a suitable towing contractor and the Body Corporate Committee or the towing contractor shall be authorised to remove improperly parked vehicles from the Common Property in accordance with the towing agreement on the following terms:
 - 49.1.1 a notice/sticker will be attached to any improperly parked vehicle by a representative of the Body Corporate Committee with the date and time written on the notice/sticker for any vehicle found to be parked as defined by clauses 49.2 and 49.3;
 - 49.1.2 the representative of the Body Corporate Committee will wait five (5) hours after the notice/sticker is applied prior to contacting the towing contractor to arrange towing removal of the improperly parked vehicle from the Scheme; and
 - 49.1.3 clauses 49.1.1 and 49.1.2 will not apply to improperly parked vehicles as defined in clause 49.2.
- 49.2 Vehicle to be towed immediately:
 - 49.2.1 any vehicle parked as defined in clauses 49.2.2 and 49.2.3, without further reference to the driver/owner of the vehicle;
 - 49.2.2 any vehicle parked in a manner that could obstruct or be caused to obstruct access to the Building or Common Property by any emergency vehicle or contractor lawfully engaged to enter the Scheme/Common Property/Building(s) to complete authorised works;
 - 49.2.3 any vehicle parked on the Common Property not displaying current registration;

- 49.2.4 any vehicle restricting or obstructing any emergency access;
 - 49.2.5 any vehicle clearly parked on a yellow line denoting tow away zone;
 - 49.2.6 any vehicle that is parked in a manner that could cause or be made to cause damage to Common Property;
 - 49.2.7 any vehicle obstructing the passage of pedestrians and/or its position forces pedestrians to walk on the driveway;
 - 49.2.8 any visitor's vehicle parked on the Common Property for greater than five (5) hours. A visitor is defined as:
 - 49.2.8.1 any person/s who is not a current owner of a lot;
 - 49.2.8.2 any person/s whose name does not appear on a current lease for a lot; or
 - 49.2.8.3 any person/s not an occupier of a lot.
 - 49.2.9 any vehicle parked in the area designated as private resident parking.
- 49.3 Evidence Required
- 49.3.1 All improperly parked vehicles will be photographed prior to towing.
 - 49.3.2 The photographs are to show:
 - 49.3.2.1 details of any damage(s) to Common Property caused by the improperly parked vehicle prior to towing; and
 - 49.3.2.2 the exact position of the improperly parked vehicle prior to towing using reference points, e.g. yellow lines.
 - 49.3.3 All photographs including the signed towing notice will be held by the Resident Manager indefinitely.
- 49.4 Towing Contract Vehicle
- 49.4.1 All vehicles utilised by the towing contractor (including any vehicles following the vehicle) must be clearly signed with the towing contractor's business name. This signage must be visible on either side of the towing vehicle and may be a removeable magnetic sticker if required.
 - 49.4.2 The following information must be displayed on the towing contractor's vehicle:
 - 49.4.2.1 the towing contractor's business name; and
 - 49.4.2.2 the towing contractor's phone number.
- 49.5 Towing Contractor Identification
- 49.5.1 All towing contractors/towing officers (including any persons following the towing vehicle) must have suitable identification on their person (as identified in Clause 49.5.3) when on the Scheme and the identification must be made available when requested at any time while on the Scheme.
 - 49.5.2 Towing contractors/towing officers should wear a company uniform or, at the very minimum, high-visibility clothing.
 - 49.5.3 Suitable identification should include the following information:
 - 49.5.3.1 the towing contractor's business logo;
 - 49.5.3.2 the towing contractor's business name;
 - 49.5.3.3 the towing contractor's office phone number;
 - 49.5.3.4 the first name of the towing officer; and
 - 49.5.3.5 a photograph of the towing officer.
- 50. Charging of Lithium Battery**
- 50.1 Owners and occupiers shall not use Common Property power points within the Body Corporate for the charging of any lithium batteries ("Battery") including for electric vehicles.
 - 50.2 Owners and occupiers must not misuse or improperly store or charge lithium batteries in their lot so as to cause an increased risk of damage to the Scheme. This includes, but is not limited to:

- 50.2.1 not allowing lithium-ion batteries to charge on soft surfaces such as beds, blankets or carpets;
 - 50.2.2 not leaving the lithium Battery on charge while the owner or occupier is asleep;
 - 50.2.3 not leaving or charging lithium-ion batteries in hot or wet places;
 - 50.2.4 not charging the Battery where the device is hot; and
 - 50.2.5 not disposing of lithium Battery in regular waste or recycling bins.
- 50.3 The following provisions must be observed by owners or occupiers when charging lithium-ion batteries to reduce the likelihood of harm and unlawful charges/expenses to the Common Property of the Body Corporate:
- 50.3.1 ensure that all costs/expenses are charged to the owners and/or occupiers;
 - 50.3.2 ensure that the Battery is not overcharged;
 - 50.3.3 ensure the Battery is not exposed to elevated temperatures;
 - 50.3.4 ensure the Battery is not exposed to moisture;
 - 50.3.5 ensure batteries are not stored close to each other;
 - 50.3.6 ensure that a minimum distance of two (2) metres around the charging unit be maintained clear of combustible items; and
 - 50.3.7 charge batteries on a non-flammable surface such as concrete, ceramic, steel, away from flammable material.
- 50.4 Should an owner or occupier purchase a product containing a Battery that requires charging, they must ensure that it is from a reputable supplier and use only the original manufacturer's equipment for charging of the Battery.
- 50.5 Owners and occupiers must supervise the charging of the Battery and ensure that the chargers are turned off once the Battery is fully charged.
- 50.6 Power boards or power distribution devices are not to be used for charging of the Battery.
- 50.7 An owner or occupier who charges a Battery must indemnify the Body Corporate immediately on demand for any damage, cost, loss, claim, demand, suit or liability incurred by or brought against the Body Corporate caused by the owner's breach of this By-law.
- 50.8 The indemnity in Sub-clause 50.7 will not apply to the extent that such damage, costs, loss, claim, demand suit or liability is caused by the negligent act or omission of the Body Corporate or of its agents, employees or contractors.
- 50.9 Should an owner or occupier wish to install lot property utility infrastructure for the purpose of providing electricity for the use of the owner and occupier, then the owner or occupier must obtain prior written consent of the Committee and arrange to engage a qualified electrician to undertake the installation of such supply.

SCHEDULE D	OTHER DETAILS REQUIRED / PERMITTED TO BE INCLUDED
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Statutory Easements

1. Each Lot in the Scheme is affected by the following statutory easements:
2.
 - (a) easement for lateral or subjacent support under Section 115N of the *Land Title Act 1994*;
 - (b) easement for utility services and utility infrastructure in accordance with Section 115O of the *Land Title Act 1994*;
 - (c) easement for utility services and utility infrastructure in accordance with Section 115P of the *Land Title Act 1994*;
 - (d) easement for shelter in accordance with Section 115Q of the *Land Title Act 1994*;
 - (e) easement for projections in accordance with Section 115R of the *Land Title Act 1994*;
 - (f) easement for maintenance of building close to boundary in accordance with Section 115S of the *Land Title Act 1994*.

Service Location Diagram

The Services Location Diagram showing the location of utilities and services constructed within the Common Property have been identified in the attached Plan "D".

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

BY-LAW 39 – DESCRIPTION OF ALLOCATED EXCLUSIVE USE TO CAR PARKING SPACES

Description of Lots	Exclusive Use Area
Lot 601 on SP 155585	66
Lot 602 on SP 155585	86
Lot 603 on SP 155585	2
Lot 604 on SP 155585	71
Lot 701 on SP 155585	5
Lot 702 on SP 155585	19*
Lot 703 on SP 155585	1
Lot 704 on SP 155585	3
Lot 801 on SP 155585	29
Lot 802 on SP 155585	26
Lot 803 on SP 155585	31
Lot 804 on SP 155585	82
Lot 901 on SP 155585	15
Lot 902 on SP 155585	13
Lot 903 on SP 155585	77
Lot 904 on SP 155585	85
Lot 1001 on SP 155585	62*
Lot 1002 on SP 155585	79
Lot 1003 on SP 155585	28
Lot 1004 on SP 155585	34
Lot 1101 on SP 155585	127
Lot 1102 on SP 155585	69
Lot 1103 on SP 155585	80
Lot 1104 on SP 155585	83
Lot 1201 on SP 155585	75
Lot 1202 on SP 155585	90*
Lot 1203 on SP 155585	6
Lot 1204 on SP 155585	114
Lot 1301 on SP 155585	74
Lot 1302 on SP 155585	59
Lot 1303 on SP 155585	33
Lot 1304 on SP 155585	76
Lot 1401 on SP 155585	73
Lot 1402 on SP 155585	70
Lot 1403 on SP 155585	72
Lot 1404 on SP 155585	68
Lot 1501 on SP 155585	124
Lot 1502 on SP 155585	8
Lot 1503 on SP 155585	30

Description of Lots	Exclusive Use Area
Lot 1504 on SP 155585	84
Lot 1601 on SP 155585	121
Lot 1602 on SP 155585	9
Lot 1603 on SP 155585	78
Lot 1604 on SP 155585	67
Lot 1701 on SP 155585	60
Lot 1702 on SP 155585	27
Lot 1703 on SP 155585	36
Lot 1704 on SP 155585	87*
Lot 1801 on SP 155585	88*
Lot 1802 on SP 155585	22*
Lot 1803 on SP 155585	11
Lot 1804 on SP 155585	35
Lot 1901 on SP 155585	25
Lot 1902 on SP 155585	7
Lot 1903 on SP 155585	37
Lot 1904 on SP 155585	89*
Lot 2001 on SP 155585	14
Lot 2002 on SP 155585	16
Lot 2003 on SP 155585	125
Lot 2004 on SP 155585	81
Lot 2101 on SP 155585	65
Lot 2102 on SP 155585	106 and 107
Lot 2103 on SP 155585	12
Lot 2201 on SP 155585	20*
Lot 2202 on SP 155585	63 and 64
Lot 2203 on SP 155585	32
Lot 2301 on SP 155585	61
Lot 2302 on SP 155585	42 and 43
Lot 2303 on SP 155585	10
Lot 2401 on SP 155585	39
Lot 2402 on SP 155585	23 and 24
Lot 2403 on SP 155585	38
Lot 2501 on SP 155585	40
Lot 2502 on SP 155585	91 and 92
Lot 2503 on SP 155585	17
Lot 2601 on SP 155585	41
Lot 2602 on SP 155585	48 and 49
Lot 2603 on SP 155585	21*
Lot 2701 on SP 155585	58
Lot 2702 on SP 155585	44 and 45
Lot 2703 on SP 155585	18
Lot 2801 on SP 155585	126
Lot 2802 on SP 155585	46 and 47

Description of Lots	Exclusive Use Area
Lot 2803 on SP 155585	4
Lot 2901 on SP 155585	93
Lot 2902 on SP 155585	50 and 51
Lot 2903 on SP 155585	118*
Lot 3001 on SP 155585	102 and 103
Lot 3002 on SP 155585	52 and 53
Lot 3101 on SP 155585	56 and 57
Lot 3102 on SP 155585	54 and 55
Lot 3201 on SP 155585	100 and 101
Lot 3202 on SP 155585	94 and 95
Lot 3301 on SP 155585	96 and 97
Lot 3302 on SP 155585	98 and 99
Lot 3401 on SP 155585	119 and 120
Lot 3402 on SP 155585	104 and 105
Lot 3501 on SP 155585	108 and 109
Lot 3601 on SP 155585	110 and 111
Lot 3701 on SP 155585	112 and 113
Lot 3801 on SP 155585	122 and 123
Lot 3901 on SP 155585	115, 116 and 117

NOTE: *denotes Tandem Car Parking Space

BY-LAW 45 - DESCRIPTION OF ALLOCATED EXCLUSIVE USE TO STORAGE AREAS

Description of Lots	Exclusive Use Area
Lot 601 on SP 155585	S40
Lot 602 on SP 155585	
Lot 603 on SP 155585	
Lot 604 on SP 155585	S54
Lot 701 on SP 155585	S78
Lot 702 on SP 155585	S67
Lot 703 on SP 155585	S83
Lot 704 on SP 155585	
Lot 801 on SP 155585	
Lot 802 on SP 155585	S68
Lot 803 on SP 155585	S67A
Lot 804 on SP 155585	
Lot 901 on SP 155585	S85
Lot 902 on SP 155585	S62
Lot 903 on SP 155585	
Lot 904 on SP 155585	
Lot 1001 on SP 155585	S45
Lot 1002 on SP 155585	S84
Lot 1003 on SP 155585	
Lot 1004 on SP 155585	S36
Lot 1101 on SP 155585	S13

Title Reference 50538792

Page 29 of 34

Description of Lots	Exclusive Use Area
Lot 1102 on SP 155585	S49
Lot 1103 on SP 155585	
Lot 1104 on SP 155585	S31
Lot 1201 on SP 155585	S14 and S15
Lot 1202 on SP 155585	
Lot 1203 on SP 155585	S80
Lot 1204 on SP 155585	S22
Lot 1301 on SP 155585	
Lot 1302 on SP 155585	
Lot 1303 on SP 155585	
Lot 1304 on SP 155585	S30
Lot 1401 on SP 155585	S53
Lot 1402 on SP 155585	S52
Lot 1403 on SP 155585	
Lot 1404 on SP 155585	S35
Lot 1501 on SP 155585	S33
Lot 1502 on SP 155585	
Lot 1503 on SP 155585	
Lot 1504 on SP 155585	S28
Lot 1601 on SP 155585	S11
Lot 1602 on SP 155585	
Lot 1603 on SP 155585	
Lot 1604 on SP 155585	S34
Lot 1701 on SP 155585	S48
Lot 1702 on SP 155585	S77
Lot 1703 on SP 155585	
Lot 1704 on SP 155585	S19
Lot 1801 on SP 155585	S20
Lot 1802 on SP 155585	S44
Lot 1803 on SP 155585	
Lot 1804 on SP 155585	
Lot 1901 on SP 155585	S75
Lot 1902 on SP 155585	
Lot 1903 on SP 155585	
Lot 1904 on SP 155585	S18
Lot 2001 on SP 155585	S81
Lot 2002 on SP 155585	S63
Lot 2003 on SP 155585	
Lot 2004 on SP 155585	S82
Lot 2101 on SP 155585	S47
Lot 2102 on SP 155585	S2
Lot 2103 on SP 155585	S61
Lot 2201 on SP 155585	S66
Lot 2202 on SP 155585	S46

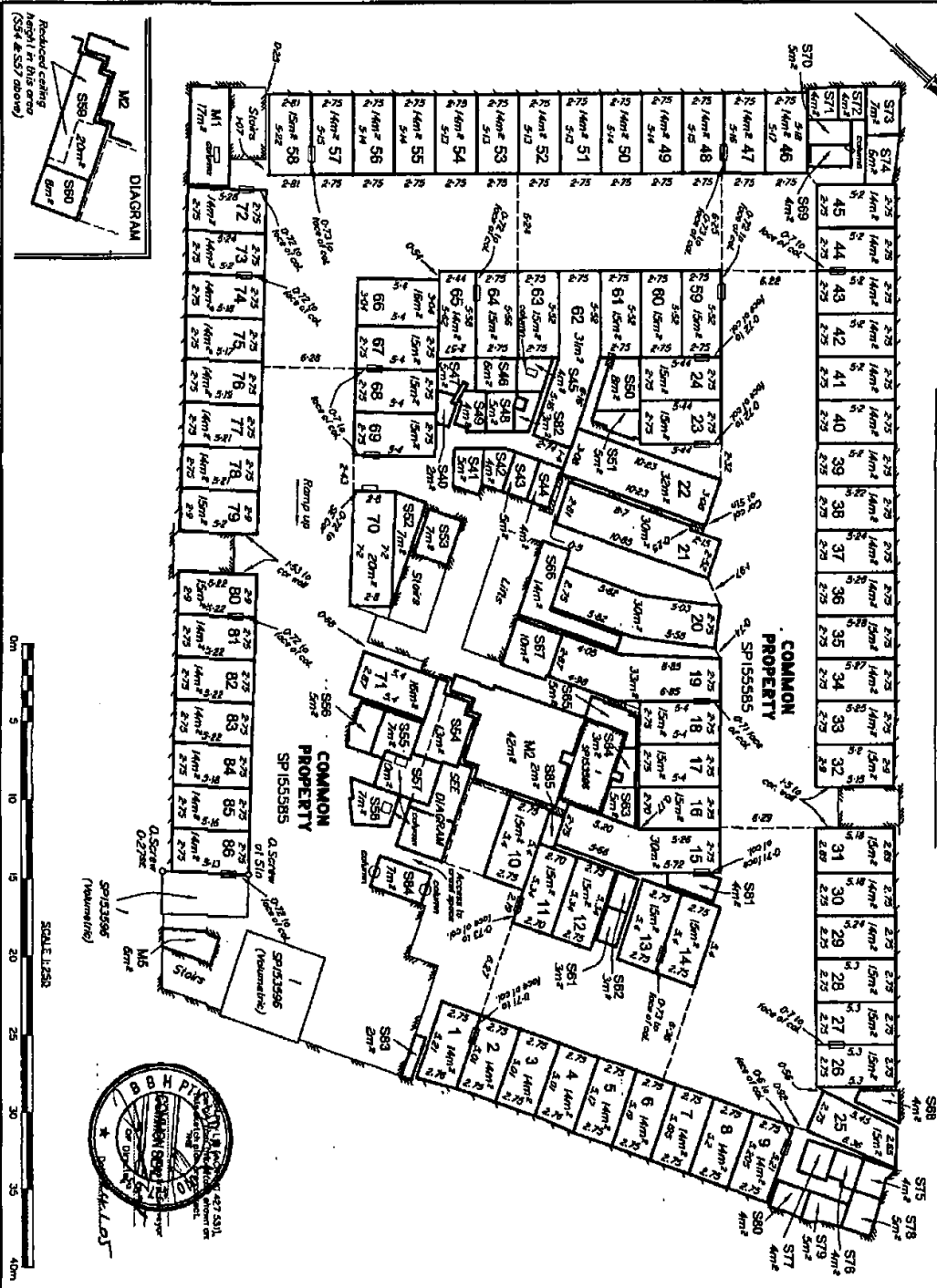
Description of Lots	Exclusive Use Area
Lot 2203 on SP 155585	
Lot 2301 on SP 155585	S50 and S72
Lot 2302 on SP 155585	S73
Lot 2303 on SP 155585	S59
Lot 2401 on SP 155585	S58
Lot 2402 on SP 155585	S51
Lot 2403 on SP 155585	
Lot 2501 on SP 155585	S57
Lot 2502 on SP 155585	S8
Lot 2503 on SP 155585	S64
Lot 2601 on SP 155585	S56
Lot 2602 on SP 155585	S70
Lot 2603 on SP 155585	S79
Lot 2701 on SP 155585	S55
Lot 2702 on SP 155585	S74 and S32
Lot 2703 on SP 155585	S65
Lot 2801 on SP 155585	S12
Lot 2802 on SP 155585	S71 and S76
Lot 2803 on SP 155585	S17
Lot 2901 on SP 155585	S29
Lot 2902 on SP 155585	S69
Lot 2903 on SP 155585	S9
Lot 3001 on SP 155585	S23 and S38
Lot 3002 on SP 155585	S43
Lot 3101 on SP 155585	S42
Lot 3102 on SP 155585	S41
Lot 3201 on SP 155585	S26
Lot 3202 on SP 155585	S25
Lot 3301 on SP 155585	S24
Lot 3302 on SP 155585	S21
Lot 3401 on SP 155585	S10
Lot 3402 on SP 155585	S6 and S27
Lot 3501 on SP 155585	S5
Lot 3601 on SP 155585	S4 and S60
Lot 3701 on SP 155585	S3
Lot 3801 on SP 155585	S7 and 37
Lot 3901 on SP 155585	S1 and S16

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

SCHEDULE E

QUEENSLAND LAND REGISTRY

PLAN A
 "PIVOTAL POINT RESIDENTIAL" CTS



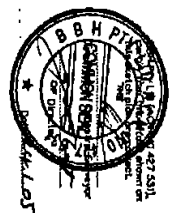
Bennett & Bennett
 Consulting Surveyors, Development Consultants
 & Town Planners

8981 Pty Ltd A.C.N. 010 427 931
 All mail to: PO Box 5021 G.C.M.C. Qld 9728
 mel@bennettandbennett.com.au
 21 Deamington Parkway,
 Ph: (07) 554 0733 Ph: (07) 5523 8177
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Rev.	Description	Date
A	Issue for public exhibition	02/1/02
B	Corrected drawing	05/1/02
C	Corrected drawing	05/1/02
D	Corrected drawing	05/1/02
E	Final Plan - (draft final plan)	02/1/02

NOTES:
 1. Drawn to scale of 1:250
 2. PIVOTAL POINT RESIDENTIAL COMMON PROPERTY TITLES
 3. Title Reference ...
 4. Areas & dimensions defined by the shaded spaces of walls, edge of clean or the dimensions shown.
 5. All storage areas are bound by 0.7m walls.
 6. Dimensions of SP155585
 7. Edge of clean shown
 8. Faces of walls shown ...

TITLE	CLIENT
Plan of Exclusive Use Areas 1-86, S40-S85, M1, M2 & M5 in part of the Common Property on Level A (Basement Level) 3 of "Pivotal Point Residential" CTS	HSP Nominees P/L
Dream	Farrah NERANG
Survey	SMAL County WARD
Authorised	Job Ref. 02.144.126
Ubook	Comp. Fee 22144.4
Date 24/10/01	Dwg. Fee 22144XC2
SCALE 1:250	PLAN No. 3
	Rev. E

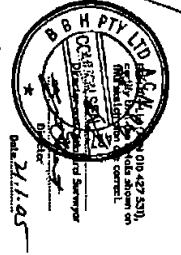
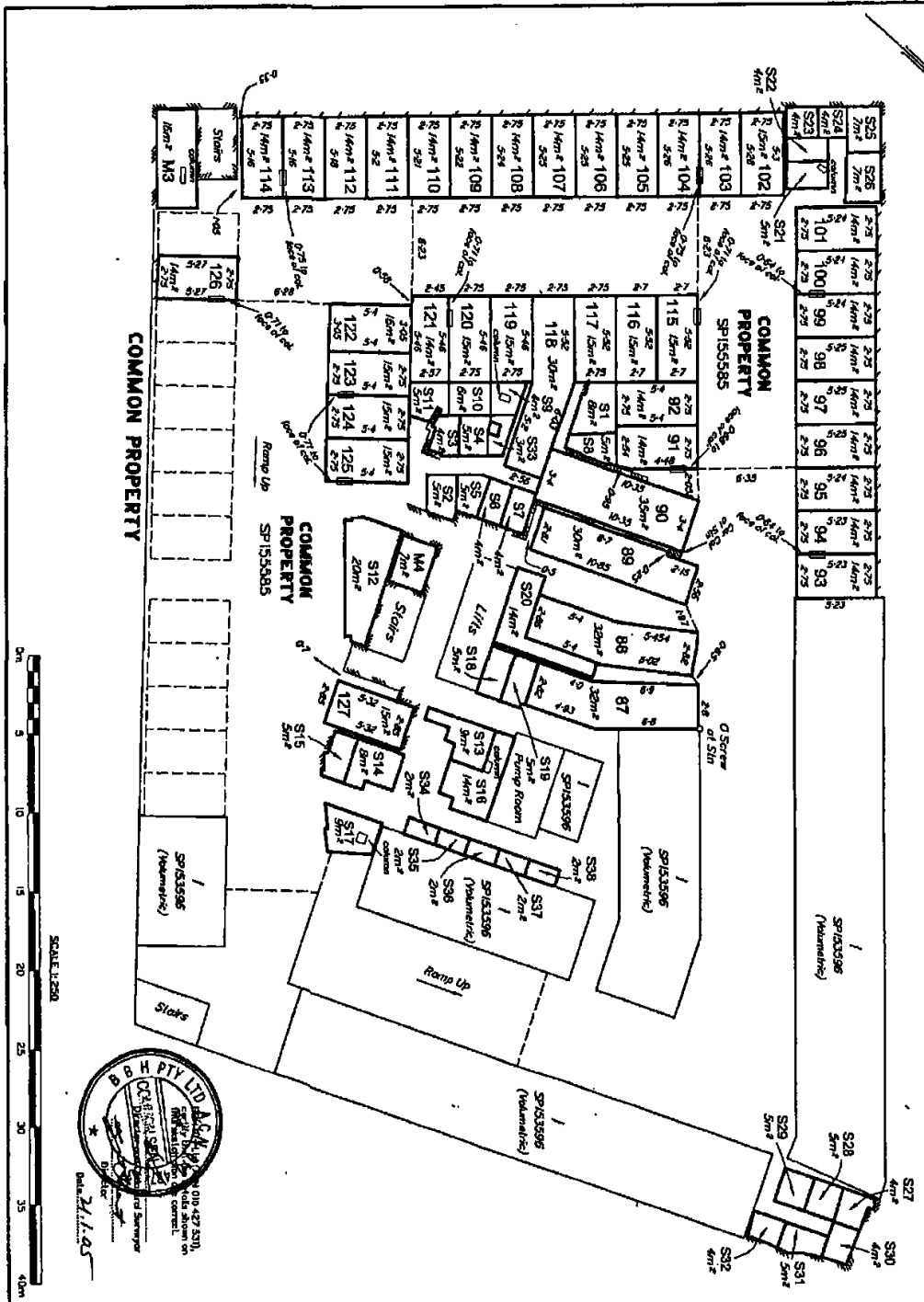


FORM 26 (revised 1/01)
 Land Title Act 1994 and Land Act 1994

SCHEDULE E

QUEENSLAND LAND REGISTRY

PLAN B
 "PIVOTAL POINT RESIDENTIAL" CTS



<p>Bennett & Bennett Consulting Surveyors, Development Consultants & Town Planners 88H Pty Ltd, A.C.N. 010 427 531 All mail to: PO Box 5021 G.C.M.C. QLD 9725 mail@bennettandbennett.com.au 88 Upper Street, 21 Queensland Parkway, Mt Gravatt QLD 4122 Ph: (07) 5574 0725 M: (07) 5523 9177 Fax: (07) 5574 0208 F: (07) 5523 4342</p>	
<p>Form: A Final Preliminary outline CTS B Corrected average survey CTS C Final approved land survey DC Date: 16/09/05</p>	<p>Date: 24/10/05 PLAN No. 4 Scale: 1:250</p>
<p>NOTES: 1. Down to Scale on A3 sheet 2. O-Screen - PIVOTAL POINT RESIDENTIAL COMMON PROPERTY TITLES 3. The Reliefs ... 4. Areas & dimensions defined by the horizontal faces of walls, edge of deck or the extensions thereof. 5. All storage areas are bounded by 60 mm high walls and columns. 6. Marden of SP1553985 7. Edge of ocean shown ... 8. Faces of walls shown ...</p>	
<p>TITLE Plan of Exclusive Use Areas 87 - 127, S1-S39, M3 & M4 in part of the Common Property on Level B (Resident Level 2) of Pivotal Point Residential CTS</p>	
<p>CLIENT: HSP Northcote P/L Director: DC Surveyor: SWM Authorised: Job Ref: 02 144 A 120 Libref: Comp No: 22 144 Date: 24/10/05 PLAN No. 4 Scale: 1:250</p>	

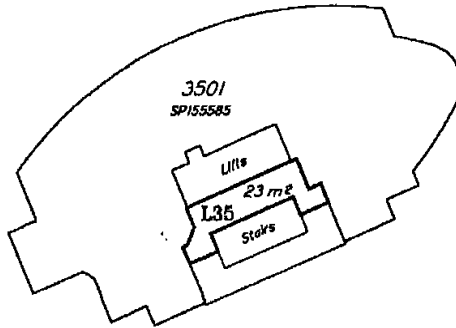
Land Title Act 1994 and Land Act 1994

SCHEDULE E

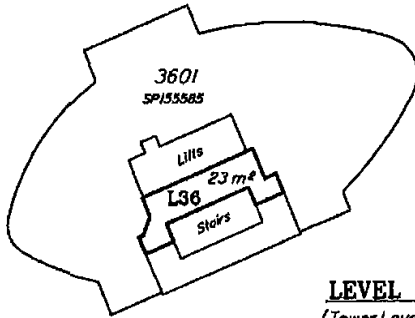
QUEENSLAND LAND REGISTRY

Sheet 1 of 1

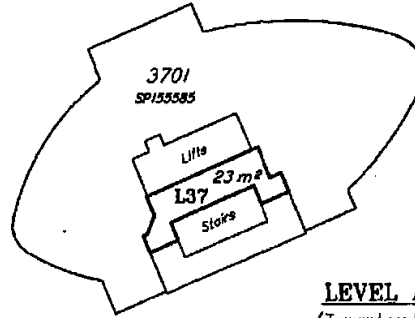
PLAN C
"PIVOTAL POINT RESIDENTIAL" CTS



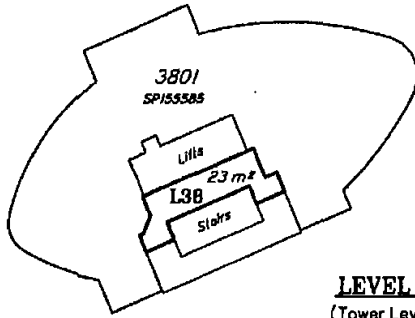
LEVEL AL
 (Tower Level 35)



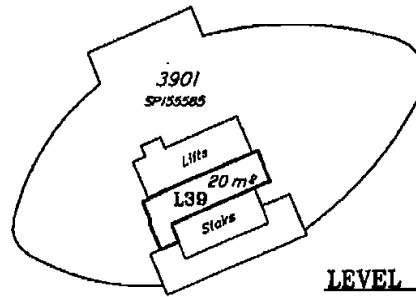
LEVEL AM
 (Tower Level 36)



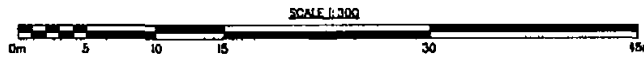
LEVEL AN
 (Tower Level 37)



LEVEL AO
 (Tower Level 38)



LEVEL AP
 (Tower Level 39)



NOTES:

1. Drawn to Scale on A3 sheet
2. Community Titles Scheme... "PIVOTAL POINT RESIDENTIAL COMMUNITY TITLES SCHEME CTS"
3. Title Reference...
4. Areas are defined by the internal faces of walls.
5. Meridian of SPI55585



Bennett & Bennett
 Consulting Surveyors, Development Consultants
 & Town Planners

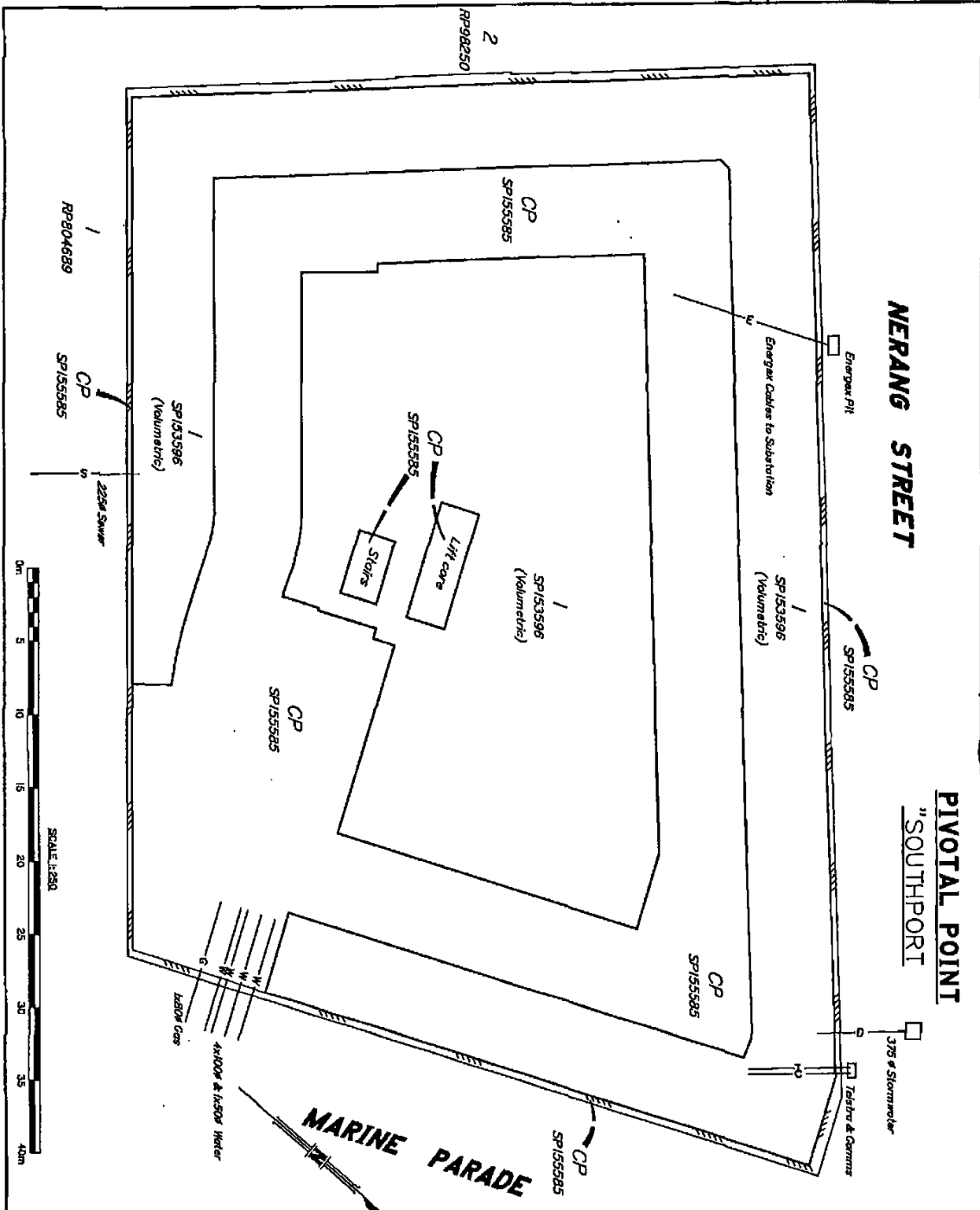
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 Fax (07) 6529 4342

Plan of Special Rights Areas L35 - L39
 in part of the Common Property on Levels AL-AP
 (Tower Level 35-39) of "Pivotal Point Residential" CTS

Surv'd	F/Book	Amendments
Drawn	DC	L/Book A - Areas amended JJ 120105
Parish	NERANG	County WARD
Authorised	Comp File	22144EXC3
SCALE 1:300		PLAN No. 5'A
JOB No. 02.144.A12a		DATE 29/10/02
CLIENT HSP NOMINEES		



Bennett & Bennett
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 25 Upper Street, Brisbane QLD 4000
 Ph: (07) 5528 0777
 Fax: (07) 5528 4342

DATE: 22/07/14
 PLAN: 22144SLD

NOTES:
 1. Drawn to Scale on A3 sheet
 2. Community Titles Scheme . . . PIVOTAL POINT RESIDENTIAL COMMUNITY TITLES
 3. This plan shows the location of utility services within the Common Property external to any building or structures as required by section 86(1) of the BCCM Act.

UTILITIES SERVICES LEGEND
 W - Water
 E - U/G also
 S - Sewer
 D - Stormwater
 T - Telecommunications
 C - Gas
 G - Gas

TITLE
 Services Location Diagram
 Basement B1
 "PIVOTAL POINT"

CLIENT
 HSP Parish
 JSC County
 SWM County WARD
 Authorised Job Ref: 02 MAA.A12
 U/Book Comp File: 22144*

Dwg File: 22144SLD
 DATE: 4/01/2005
 SCALE: 1:250
 PLAN No: 14
 Rev: A