

# Seller disclosure statement



Property Law Act 2023 section 99  
Form 2, Version 1 | Effective from: 1 August 2025

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

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

**This statement does not include information about:**

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

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

## Part 1 – Seller and property details

Seller	ROHINI PATHIRANE
Property address (referred to as the “property” in this statement)	3197 SURFERS PARADISE BVD, SURFERS PARADISE QLD 4217
Lot on plan description	812 on SP186322

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

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

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

<b>Registered encumbrances</b>	<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>
<b>Unregistered encumbrances (excluding statutory encumbrances)</b>	<p>There are encumbrances not registered on the title that will continue <input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b> to affect the property after <b>settlement</b>.</p> <p><b>Note</b>—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 <b>NOT</b> required to be disclosed.</p> <p><b>Unregistered lease (if applicable)</b></p> <p>If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows:</p> <p>» the start and end day of the term of the lease: <input type="text" value="13/06/2006-13/06/2031 (HOLIDAY LETTING)"/></p> <p>» the amount of rent and bond payable: <input type="text" value="HOLIDAY LETTING AGREEMENT"/></p> <p>» whether the lease has an option to renew: <input type="text" value="-"/></p> <p><b>Other unregistered agreement in writing (if applicable)</b></p> <p>If the unregistered encumbrance is created by an agreement in writing, and is not an unregistered lease, a copy of the agreement is given, together with relevant plans, if any. <input checked="" type="checkbox"/> <b>Yes</b></p> <p><b>Unregistered oral agreement (if applicable)</b></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; height: 100px; width: 100%;"></div>
<b>Statutory encumbrances</b>	<p>There are statutory encumbrances that affect the property. <input type="checkbox"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b></p> <p><i>If <b>Yes</b>, the details of any statutory encumbrances are as follows:</i></p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div>
<b>Residential tenancy or rooming accommodation agreement</b>	<p>The property has been subject to a residential tenancy agreement or a rooming accommodation agreement under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> during the last 12 months. <input type="checkbox"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b></p> <p>If <b>Yes</b>, 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"/></p> <p><b>Note</b>—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.

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

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

<b>Contamination and environmental protection</b>	The property is recorded on the Environmental Management Register or the Contaminated Land Register under the <i>Environmental Protection Act 1994</i> .	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	<b>The following notices are, or have been, given:</b>		
	A notice under section 408(2) of the <i>Environmental Protection Act 1994</i> (for example, land is contaminated, show cause notice, requirement for site investigation, clean up notice or site management plan).	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	A notice under section 369C(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which an environmental enforcement order applies).	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	A notice under section 347(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which a prescribed transitional environmental program applies).	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

<b>Trees</b>	There is a tree order or application under the <i>Neighbourhood Disputes (Dividing Fences and Trees) Act 2011</i> affecting the property.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	<i>If <b>Yes</b>, a copy of the order or application must be given by the seller.</i>		

<b>Heritage</b>	The property is affected by the <i>Queensland Heritage Act 1992</i> or is included in the World Heritage List under the <i>Environment Protection and Biodiversity Conservation Act 1999</i> (Cwlth).	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
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<b>Flooding</b>	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 <a href="#">FloodCheck Queensland</a> portal or the <a href="#">Australian Flood Risk Information</a> portal.
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<b>Vegetation, habitats and protected plants</b>	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.
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## 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.

<b>Swimming pool</b>	There is a relevant pool for the property.	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
	If a community titles scheme or a BUGTA scheme – a shared pool is located in the scheme.	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
	Pool compliance certificate is given.	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
	OR		
	Notice of no pool safety certificate is given.	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
<b>Unlicensed building work under owner builder permit</b>	Building work was carried out on the property under an owner builder permit in the last 6 years.	<input type="checkbox"/> <b>Yes</b>	<input checked="" type="checkbox"/> <b>No</b>
	<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>		
<b>Notices and orders</b>	There is an unsatisfied show cause notice or enforcement notice under the <i>Building Act 1975</i> , section 246AG, 247 or 248 or under the <i>Planning Act 2016</i> , section 167 or 168.	<input type="checkbox"/> <b>Yes</b>	<input checked="" type="checkbox"/> <b>No</b>
	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.	<input type="checkbox"/> <b>Yes</b>	<input checked="" type="checkbox"/> <b>No</b>
	<i>If <b>Yes</b>, a copy of the notice or order must be given by the seller.</i>		
<b>Building Energy Efficiency Certificate</b>	If the property is a commercial office building of more than 1,000m <sup>2</sup> , a Building Energy Efficiency Certificate is available on the Building Energy Efficiency Register.		
<b>Asbestos</b>	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 ( <a href="https://asbestos.qld.gov.au">asbestos.qld.gov.au</a> ) 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.

<b>Rates</b>	<b>Whichever of the following applies—</b>
	The total amount payable* for all rates and charges (without any discount) for the property as stated in the most recent rate notice is:
	Amount: <input type="text" value="2958.49"/> Date Range: <input type="text" value="01/07/2025 - 31/12/2025"/>
	OR
	The property is currently a rates exempt lot.** <input type="checkbox"/>
	OR
	The property is not rates exempt but no separate assessment of rates is issued by a local government for the property. <input type="checkbox"/>

\*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*.

<b>Water</b>	<b>Whichever of the following applies—</b>
	The total amount payable as charges for water services for the property as indicated in the most recent water services notice* is:
	Amount: <input type="text" value="364.54"/> Date Range: <input type="text" value="21/08/2025 - 11/11/2025"/>
	OR
	There is no separate water services notice issued for the lot; however, an estimate of the total amount payable for water services is:
	Amount: <input type="text"/> Date Range: <input type="text"/>

\* 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.**

<b>Body Corporate and Community Management Act 1997</b>	<p><b>The property is included in a community titles scheme.</b> <input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b></p> <p><i>(If Yes, complete the information below)</i></p>
<b>Community Management Statement</b>	<p>A copy of the most recent community management statement for the scheme as recorded under the <i>Land Title Act 1994</i> or another Act is given to the buyer. <input checked="" type="checkbox"/> <b>Yes</b></p> <p><b>Note</b>—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>
<b>Body Corporate Certificate</b>	<p>A copy of a body corporate certificate for the lot under the <i>Body Corporate and Community Management Act 1997</i>, section 205(4) is given to the buyer. <input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b></p> <p><i>If No</i>— An explanatory statement is given to the buyer that states: <input type="checkbox"/> <b>Yes</b></p> <p>» a copy of a body corporate certificate for the lot is not attached; and</p> <p>» 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>
<b>Statutory Warranties</b>	<p><b>Statutory Warranties</b>—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>

<b>Building Units and Group Titles Act 1980</b>	<p><b>The property is included in a BUGTA scheme</b> <input type="checkbox"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b></p> <p><i>(If Yes, complete the information below)</i></p>
<b>Body Corporate Certificate</b>	<p>A copy of a body corporate certificate for the lot under the <i>Building Units and Group Titles Act 1980</i>, section 40AA(1) is given to the buyer. <input type="checkbox"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b></p> <p><i>If No</i>— An explanatory statement is given to the buyer that states: <input type="checkbox"/> <b>Yes</b></p> <p>» a copy of a body corporate certificate for the lot is not attached; and</p> <p>» 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> <p><b>Note</b>—If the property is part of a BUGTA scheme, you will be subject to by-laws approved by the body corporate and other by-laws that regulate your use of the property and common property.</p>

Signatures – SELLER

Signed by:  
*Rohini Pathirane*  
2A89DD696F19413...

Signature of seller

Signature of seller

ROHINI PATHIRANE

Name of seller

Name of seller

11/12/2025

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  
ABN 23 648 568 101

<b>Title Reference:</b>	<b>50612051</b>	<b>Search Date:</b>	01/12/2025 12:41
<b>Date Title Created:</b>	08/06/2006	<b>Request No:</b>	54297653
<b>Previous Title:</b>	50590362		

### ESTATE AND LAND

Estate in Fee Simple

LOT 812 SURVEY PLAN 186322

Local Government: GOLD COAST

COMMUNITY MANAGEMENT STATEMENT 35480

### REGISTERED OWNER

Dealing No: 722568089 26/06/2023

ROHINI PATHIRANE

### EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by  
Deed of Grant No. 10199066 (POR 32)
2. BUILDING MANAGEMENT STATEMENT No 709237720 21/12/2005 at 09:40  
benefiting and burdening the lot

### ADMINISTRATIVE ADVICES

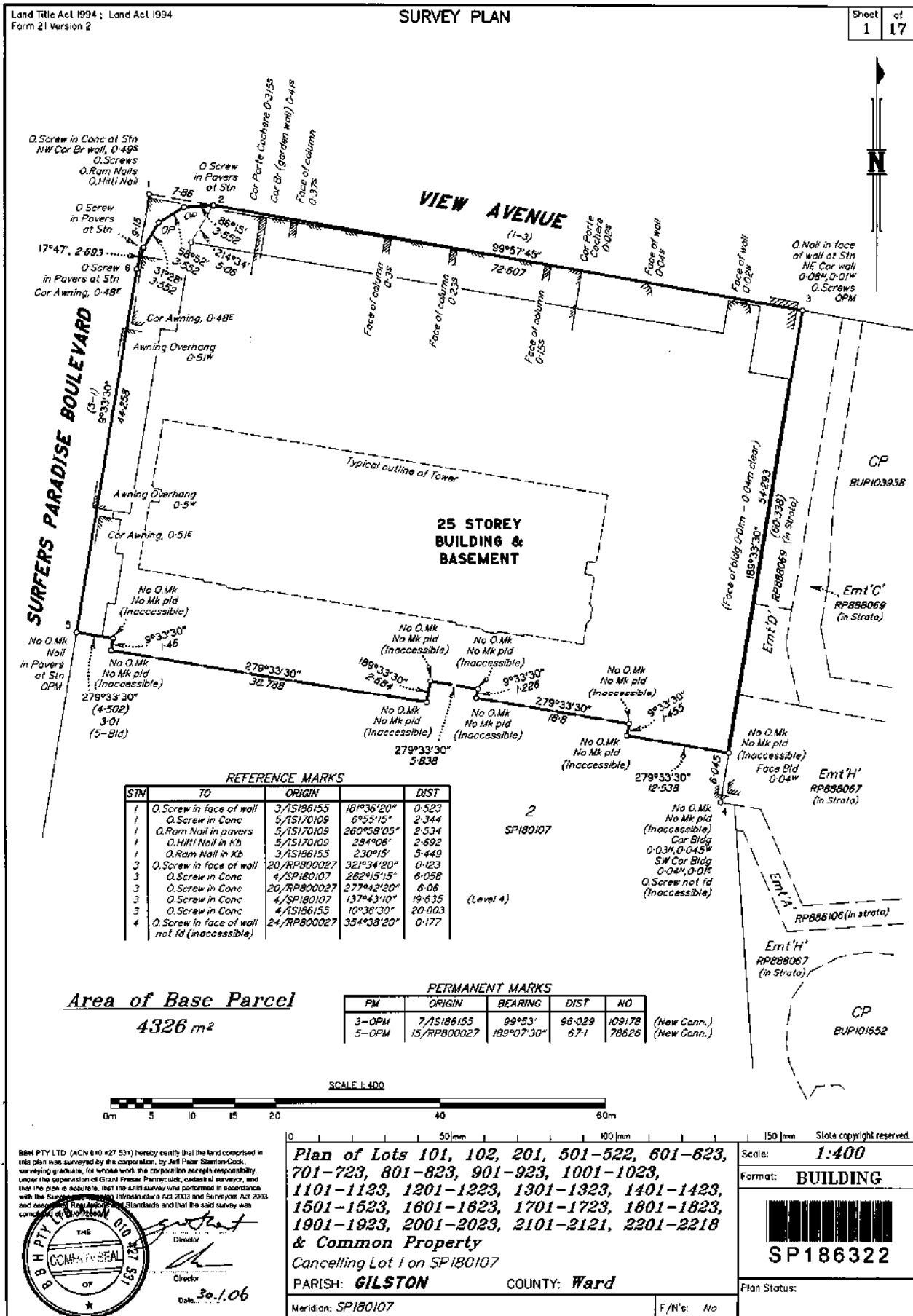
NIL

### UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

\*\* End of Current Title Search \*\*



<p style="text-align: center; font-size: 1.2em; font-weight: bold;">709653111</p> <p style="text-align: center; font-size: 0.8em;">\$26483.00 05/06/2006 10:20</p> <p style="font-weight: bold;">GC 400 NT</p>	<p style="text-align: center; font-weight: bold;">WARNING : Folded or Mutilated Plans will not be accepted. Plans may be rolled. Information may not be placed in the outer margins.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">Registered</td> <td style="width: 50%; padding: 5px;">s. Lodged by <b>HICKEY LAWYERS GC 49</b></td> </tr> <tr> <td colspan="2" style="padding: 5px; font-size: 0.7em;">(Include address, phone number, reference, and Lodger Code)</td> </tr> </table>	Registered	s. Lodged by <b>HICKEY LAWYERS GC 49</b>	(Include address, phone number, reference, and Lodger Code)	
Registered	s. Lodged by <b>HICKEY LAWYERS GC 49</b>				
(Include address, phone number, reference, and Lodger Code)					

<p>1. Certificate of Registered Owners or Lessees.</p> <p><b>SEASILVER PTY. LTD. ACN 111 966 601</b> <b>SEASILVER HOTELS PTY LTD ACN 116 758 279</b></p> <p>(Names in full)</p> <p>*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.</p> <p><del>*as Lessees of this land agree to this plan.</del></p> <div style="display: flex; justify-content: space-around; margin-top: 20px;"> <div style="text-align: center;">         Signature of *Registered Owners  <b>DIRECTOR</b> </div> <div style="text-align: center;">   <b>DIRECTOR</b> </div> </div> <p style="font-size: 0.7em; margin-top: 20px;">* Rule out whichever is inapplicable</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="3" style="text-align: center;">Existing</th> <th colspan="3" style="text-align: center;">Created</th> </tr> <tr> <th style="width: 30%;">Title Reference</th> <th style="width: 10%;">Lot</th> <th style="width: 60%;">Plan</th> <th style="width: 30%;">Lots</th> <th style="width: 10%;">Emts</th> <th style="width: 60%;">Road</th> </tr> <tr> <td>50590362</td> <td>1</td> <td>SP180107</td> <td>101-102, 201, 501-522, 601-623, 701-723, 801-823, 901-923, 1001-1023, 1101-1123, 1201-1223, 1301-1323, 1401-1423, 1501-1523, 1601-1623, 1701-1723, 1801-1823, 1901-1923, 2001-2023, 2101-2121, 2201-2218 &amp; CP</td> <td></td> <td></td> </tr> </table> <p style="text-align: center; font-weight: bold;">LEASE ALLOCATIONS</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 20%;">Lease</th> <th style="width: 10%;">Level</th> <th style="width: 40%;">Lots to be Encumbered</th> <th style="width: 30%;">Partial Surrender of C.P. Required</th> </tr> <tr> <td>704349900</td> <td>C</td> <td>102</td> <td>No</td> </tr> </table> <p style="font-size: 0.8em; margin-top: 10px;">Note Local Government Consent is to be lodged with the original plan.</p> <div style="display: flex;"> <div style="width: 50%;"> <p>101-102, 201, 501-522, 601-623, 701-723, 801-823, 901-923, 1001-1023, 1101-1123, 1201-1223, 1301-1323, 1401-1423, 1501-1523, 1601-1623, 1701-1723, 1801-1823, 1901-1923, 2001-2023, 2101-2121, 2201-2218 &amp; CP</p> </div> <div style="width: 50%; padding-left: 20px;"> <p>Note: -</p> <ol style="list-style-type: none"> <li>1. All Lots are wholly contained within the base parcel.</li> <li>2. Minor building encroachments are satisfied by provision of the BMS.</li> <li>3. Refer General Consent for minor encroachment onto road.</li> <li>4. Encroachment is part of an existing building</li> </ol> </div> </div>	Existing			Created			Title Reference	Lot	Plan	Lots	Emts	Road	50590362	1	SP180107	101-102, 201, 501-522, 601-623, 701-723, 801-823, 901-923, 1001-1023, 1101-1123, 1201-1223, 1301-1323, 1401-1423, 1501-1523, 1601-1623, 1701-1723, 1801-1823, 1901-1923, 2001-2023, 2101-2121, 2201-2218 & CP			Lease	Level	Lots to be Encumbered	Partial Surrender of C.P. Required	704349900	C	102	No
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Lease	Level	Lots to be Encumbered	Partial Surrender of C.P. Required																								
704349900	C	102	No																								

<p>2. Local Government Approval.</p> <p style="text-align: center; font-weight: bold;">COUNCIL OF THE CITY OF GOLD COAST</p> <p>hereby approves this plan in accordance with the:</p> <p style="text-align: center; font-weight: bold;">INTEGRATED PLANNING ACT 1997</p> <p style="font-size: 0.7em; margin-top: 20px;">* Insert the name of the Local Government.    % Insert Integrated Planning Act 1997 or # Insert designation of signatory or delegation    Local Government (Planning &amp; Environment) Act 1990</p>	<p>12. Building Format Plans only.</p> <p>I certify that:</p> <p>* As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or roads.</p> <p>* Part of the building shown on this plan encroaches only adjoining lots and road</p> <p style="text-align: right; margin-top: 10px;">Date of Development Approval: 6/06/1996</p> <p style="text-align: right;">30-1-2006</p> <p style="text-align: right;">Cadastral Surveyor/Director * Date</p> <p style="text-align: right;">* delete words not required</p>
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<p>3. Plans with Community Management Statement:</p> <p>CMS Number: <b>35480</b></p> <p>Name: <b>Silver Sea Resort and Spa</b></p>	<p>4. References:</p> <p>Dept File: <b>AN275745/bk/bi</b></p> <p>Local Govt: <b>AN275745/bk/bi</b></p> <p>Surveyor: <b>04.335.A124</b></p>
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<p>5. Passed &amp; Endorsed:</p> <p>By: <b>BBH Pty. Ltd. A.C.N. 010 427 531</b></p> <p>Date: <b>27-3-2006</b></p> <p>Signed: </p> <p>Designation: <b>Director</b></p>	<p>13. Lodgement Fees:</p> <table style="width: 100%;"> <tr> <td>Survey Deposit</td> <td style="text-align: right;">\$ 7,253.95</td> </tr> <tr> <td>Lodgement</td> <td style="text-align: right;">\$ 108.80</td> </tr> <tr> <td>New Titles</td> <td style="text-align: right;">\$ 19,120.75</td> </tr> <tr> <td>Photocopy</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td>Postage</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td><b>TOTAL</b></td> <td style="text-align: right;"><b>\$ 26,483.00</b></td> </tr> </table> <p>14. Insert Plan Number <b>SP186322</b></p>	Survey Deposit	\$ 7,253.95	Lodgement	\$ 108.80	New Titles	\$ 19,120.75	Photocopy	\$ -	Postage	\$ -	<b>TOTAL</b>	<b>\$ 26,483.00</b>
Survey Deposit	\$ 7,253.95												
Lodgement	\$ 108.80												
New Titles	\$ 19,120.75												
Photocopy	\$ -												
Postage	\$ -												
<b>TOTAL</b>	<b>\$ 26,483.00</b>												

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

ADDITIONAL SHEET

Sheet 2 of 17

**LEVEL 'A'**  
Scale 1:250  
(Basement Level)

**VIEW AVENUE**

COMMON PROPERTY

101 (Part)  
1180 m<sup>2</sup>

101 (Part)  
70 m<sup>2</sup>

101 (Part)  
192 m<sup>2</sup>

COMMON PROPERTY

101 (Part)  
11 m<sup>2</sup>

101 (Part)  
10 m<sup>2</sup>

Stairs

Lift Pit

Lift Pit

COMMON PROPERTY

Lifts

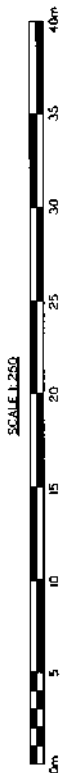
Stairs

COMMON PROPERTY

**SURFERS PARADISE BOULEVARD**

Lifts and stairs where denoted form part of the common property

2  
SP1860107



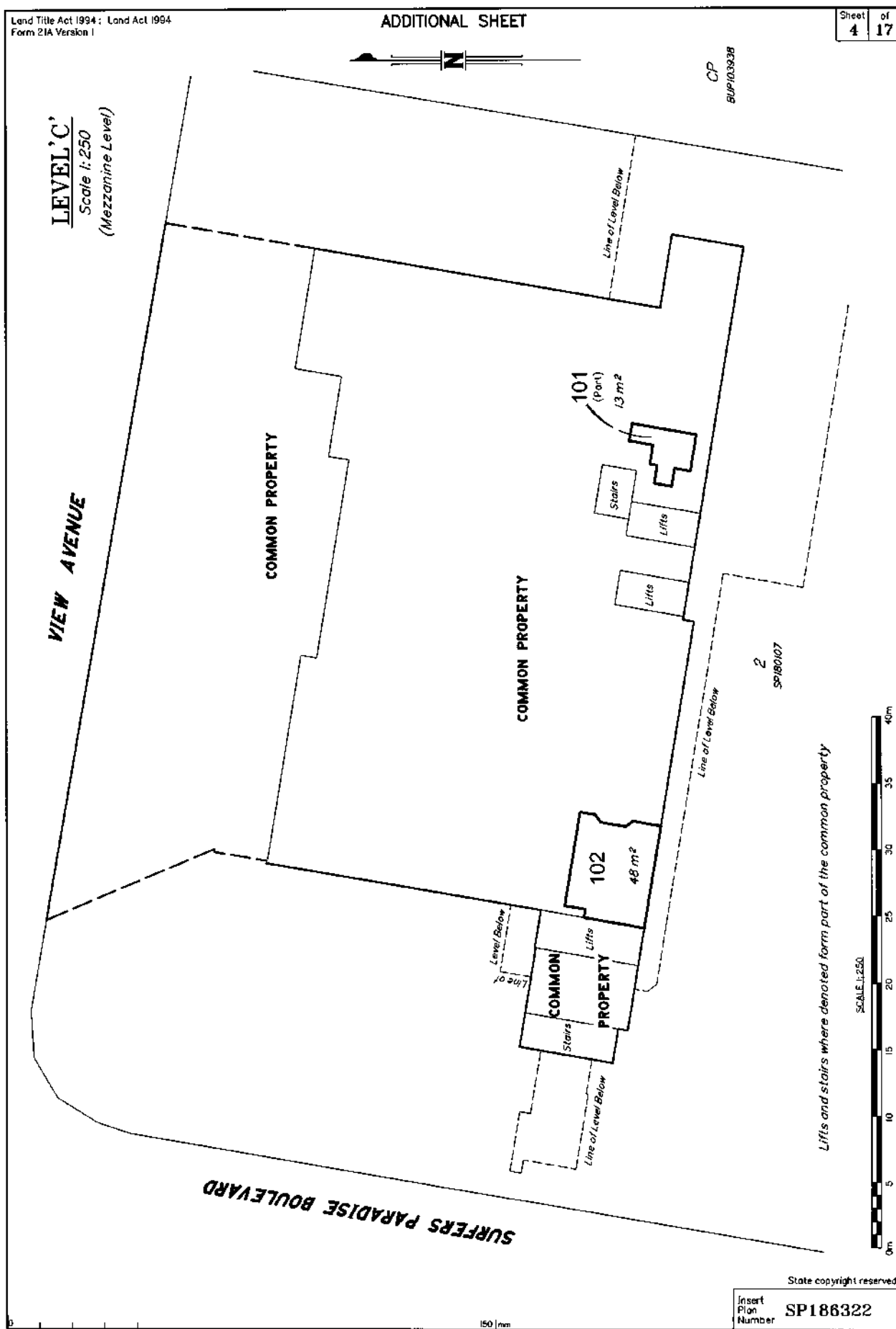
State copyright reserved.

Insert Plan Number **SP186322**

BENNETT & BENNETT 04.335.1124 (24.03.5872.DWG) JSC 24/11/2005







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

ADDITIONAL SHEET

Sheet  
5 of  
17

**LEVEL'D'**  
Scale 1:250  
(Tower Level 2)

**VIEW AVENUE**

**COMMON PROPERTY**

**SURFERS PARADISE BOULEVARD**

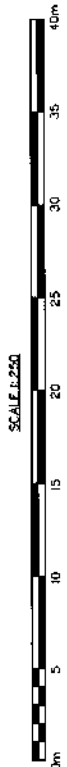
**COMMON PROPERTY**

**COMMON  
PROPERTY**

**COMMON PROPERTY**

**COMMON  
PROPERTY**

Lifts and stairs where denoted form part of the common property



SCALE 1:250

BENNETT & BENNETT 04.335.4124 (243.0586PP.DWG) JSC 24/11/2005

State copyright reserved.

Insert  
Plan  
Number  
**SP186322**

150 | mm

CP  
BUP103938

101  
(Part)  
1426 m<sup>2</sup>  
5215 m<sup>2</sup>  
(Total)

101  
(Part)  
105 m<sup>2</sup>

Balcony  
145 m<sup>2</sup>

201  
(Part)  
693 m<sup>2</sup>  
851 m<sup>2</sup>  
(Total)

201  
(Part)  
6 m<sup>2</sup>

Balcony  
152 m<sup>2</sup>

No Mk Pld  
(in wall)  
Cor wall  
0.07m  
0.39m

No Mk Pld  
(in wall)  
Cor wall  
0.07m  
0.07m

No Mk Pld  
(in wall)  
Cor wall  
0.07m  
0.07m

No Mk Pld  
(in wall)  
Cor wall  
0.07m  
0.07m

No Mk Pld  
(in wall)  
Cor wall  
0.07m  
0.07m

No Mk Pld  
(in wall)  
Cor wall  
0.07m  
0.07m

No Mk Pld  
(in wall)  
Cor wall  
0.07m  
0.07m

No Mk Pld  
(in wall)  
Cor wall  
0.07m  
0.07m

No Mk Pld  
(in wall)  
Cor wall  
0.07m  
0.07m

No Mk Pld  
(in wall)  
Cor wall  
0.07m  
0.07m

No Mk Pld  
(in wall)  
Cor wall  
0.07m  
0.07m

RENNETT & BENNETT 04 335 A124 (243350EP DWR) ISC 24/11/2005

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

ADDITIONAL SHEET

Sheet  
7 of  
17

**LEVEL 'F'**  
Scale 1:250  
(Tower Level 4)

**VIEW AVENUE**

**SURFERS PARADISE BOULEVARD**

COMMON PROPERTY

COMMON PROPERTY

COMMON PROPERTY

COMMON PROPERTY

101  
(part)  
761 m<sup>2</sup>

101  
(part)  
51 m<sup>2</sup>

Balcony  
333 m<sup>2</sup>

No Mk Pld  
(in wall)  
Cor wall  
0.085  
0.044

No Mk Pld  
(in wall)  
Cor wall  
0.085  
0.044

No Mk Pld  
(in wall)  
Cor wall  
0.165  
0.324

No Mk Pld  
(in wall)  
Cor wall  
0.075  
0.124

No wall  
9x33.304  
29.52

No Mk Pld  
(in wall)  
Cor wall  
0.14  
0.134

2  
SP186C107

Lifts and stairs where denoted form part of the common property



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Insert  
Plan  
Number  
**SP186322**

BENNETT & BENNETT 04.335.A124 (2433587P.DWG) JSC 24/11/2005

ADDITIONAL SHEET

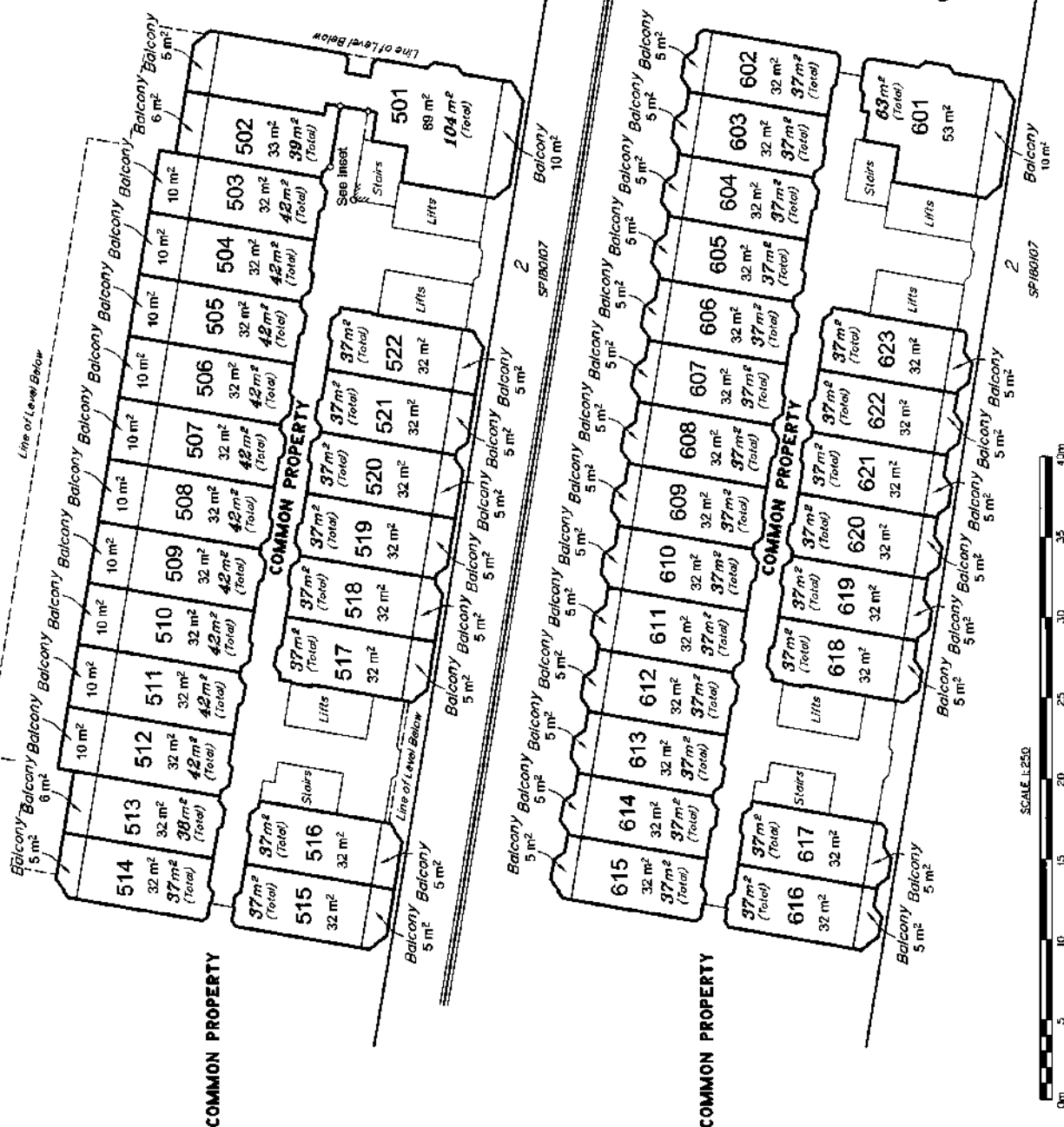
**LEVEL 'G'**  
*Scale 1:250*  
*(Tower Level 5)*

## COMMON PROPERTY

**LEVEL 'H'**  
Scale 1:250  
(Tower Level 6)

## COMMON PROPERTY

*Lifts and stairs where denoted form part of the common property*



State copyright reserved.

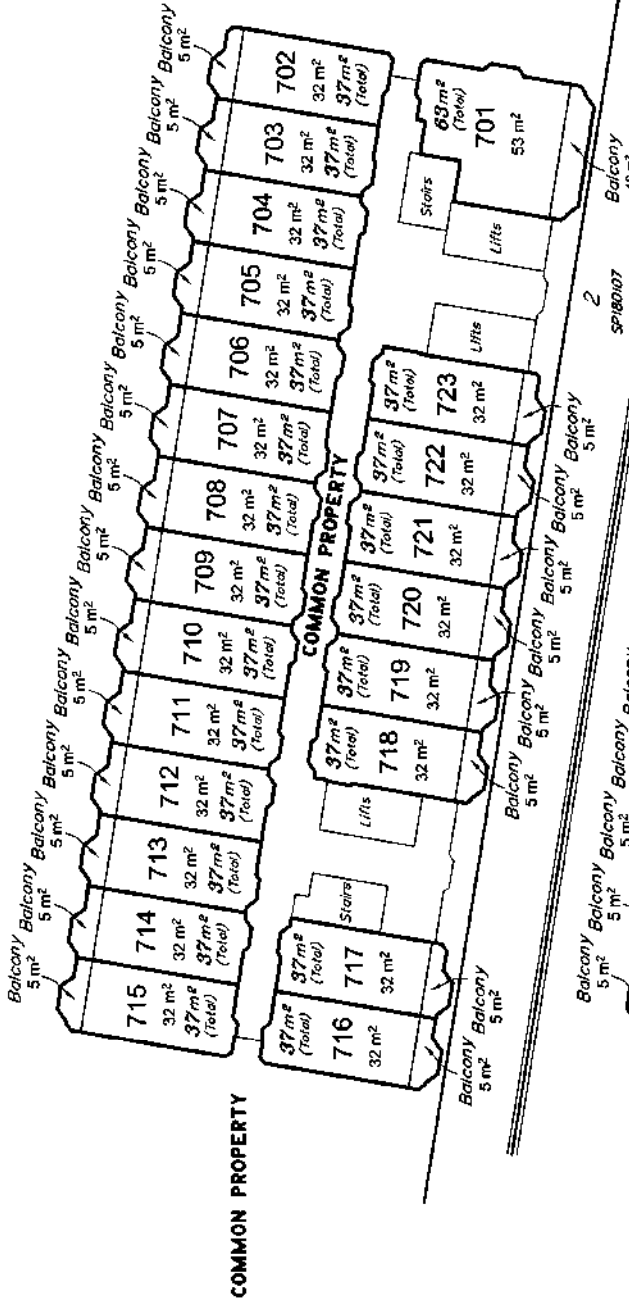
Insert  
Plan  
Number

SP186322



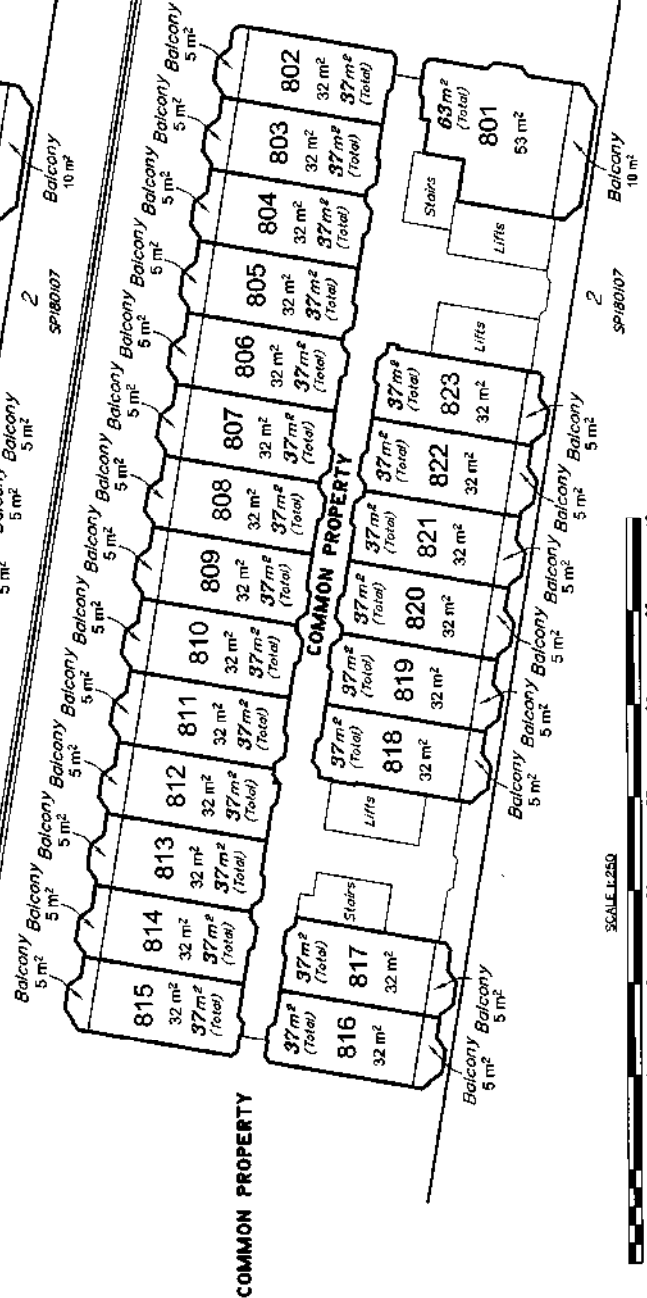
**LEVEL 'I'**  
Scale 1:250  
(Tower Level 7)

**COMMON PROPERTY**

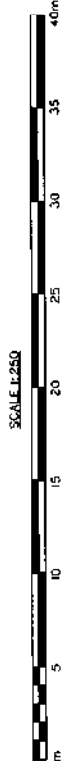


**LEVEL 'J'**  
Scale 1:250  
(Tower Level 8)

**COMMON PROPERTY**



Lifts and stairs where denoted form part of the common property



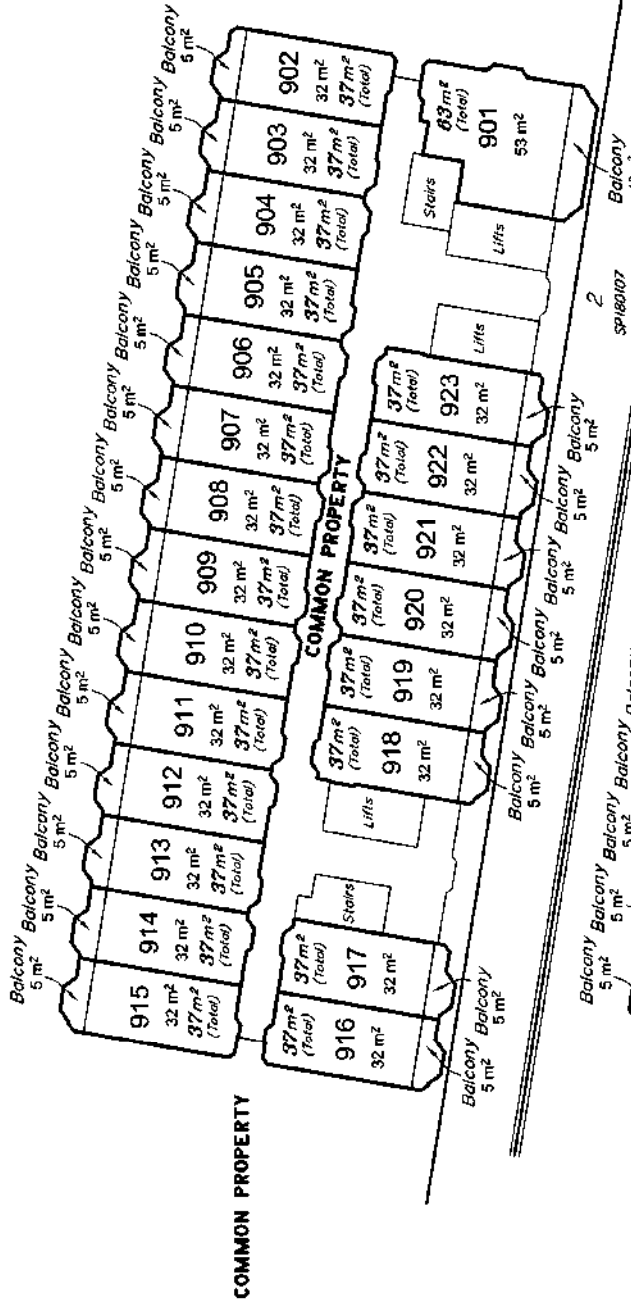
State copyright reserved.

Insert Plan Number **SP186322**



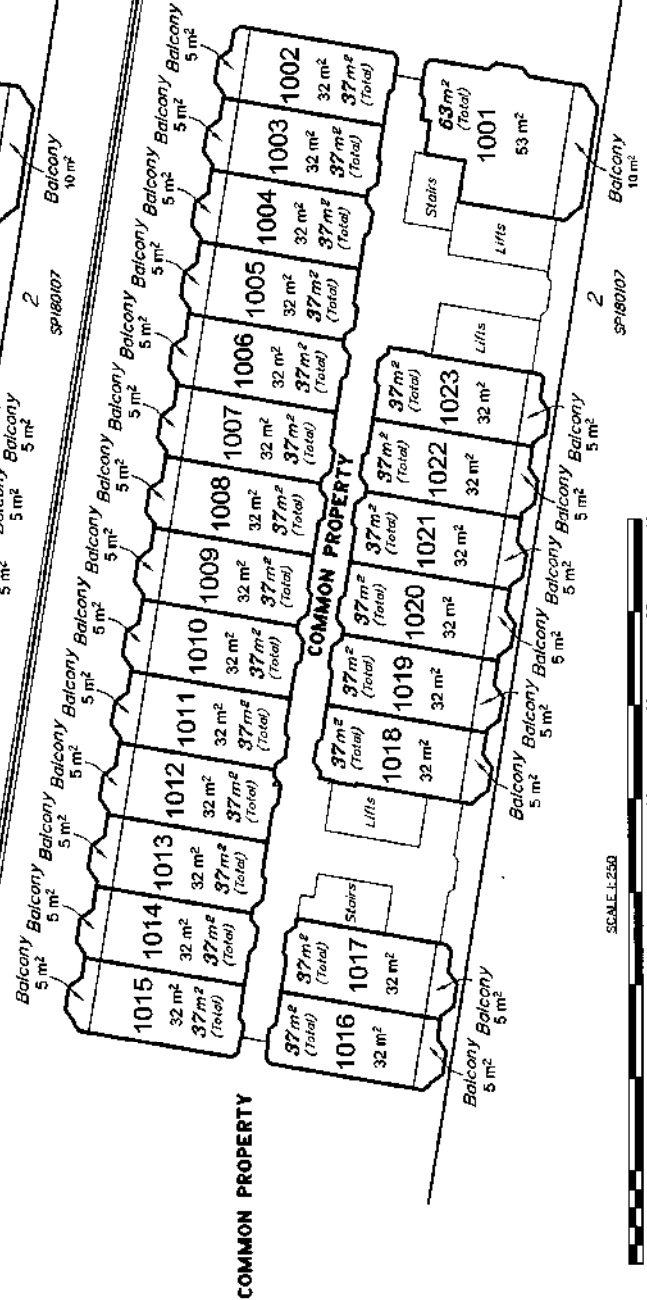
**LEVEL 'K'**  
Scale 1:250  
(Tower Level 9)

**COMMON PROPERTY**

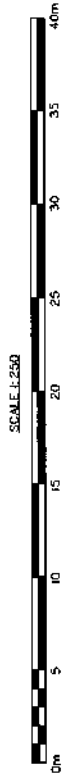


**LEVEL 'L'**  
Scale 1:250  
(Tower Level 10)

**COMMON PROPERTY**



Lifts and stairs where denoted form part of the common property

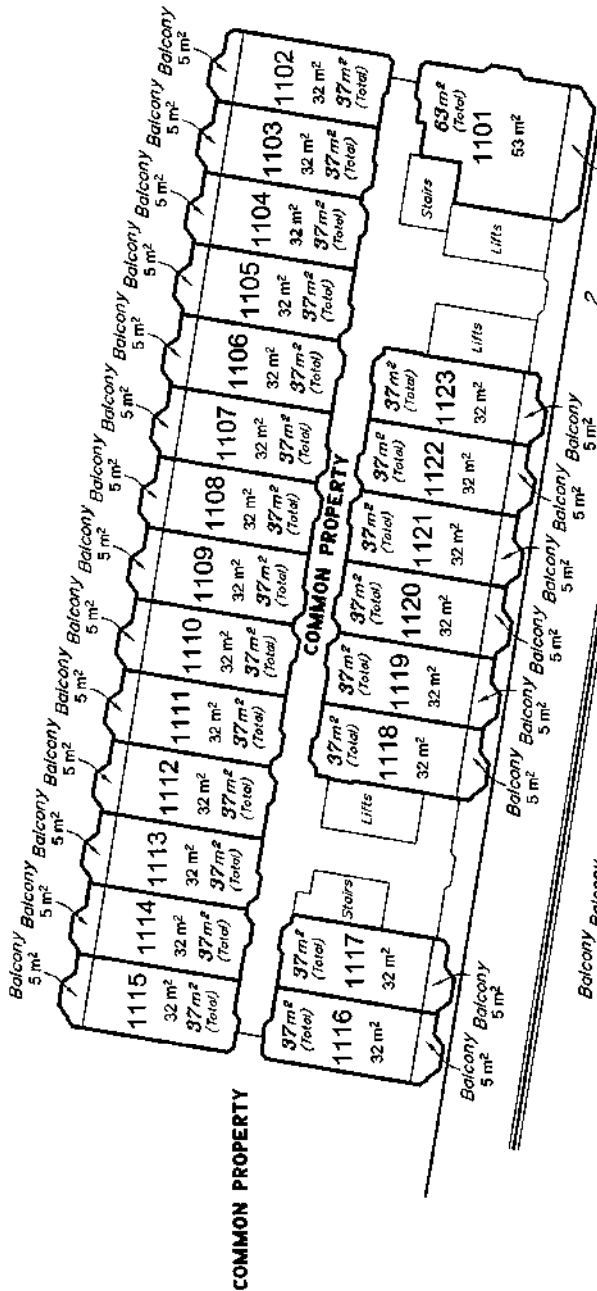


State copyright reserved.

Insert Plan Number **SP186322**

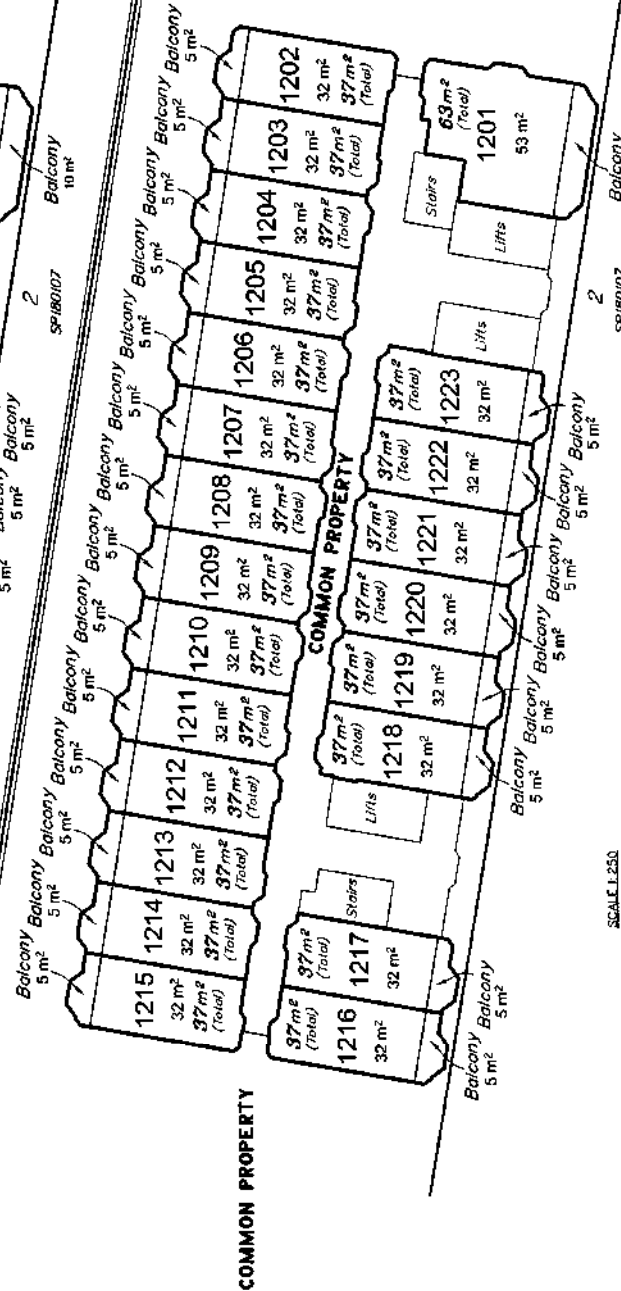
**LEVEL 'M'**  
Scale 1:250  
(Tower Level 11)

**COMMON PROPERTY**

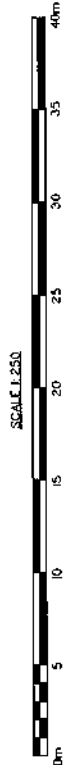


**LEVEL 'N'**  
Scale 1:250  
(Tower Level 12)

**COMMON PROPERTY**



Lifts and stairs where denoted form part of the common property



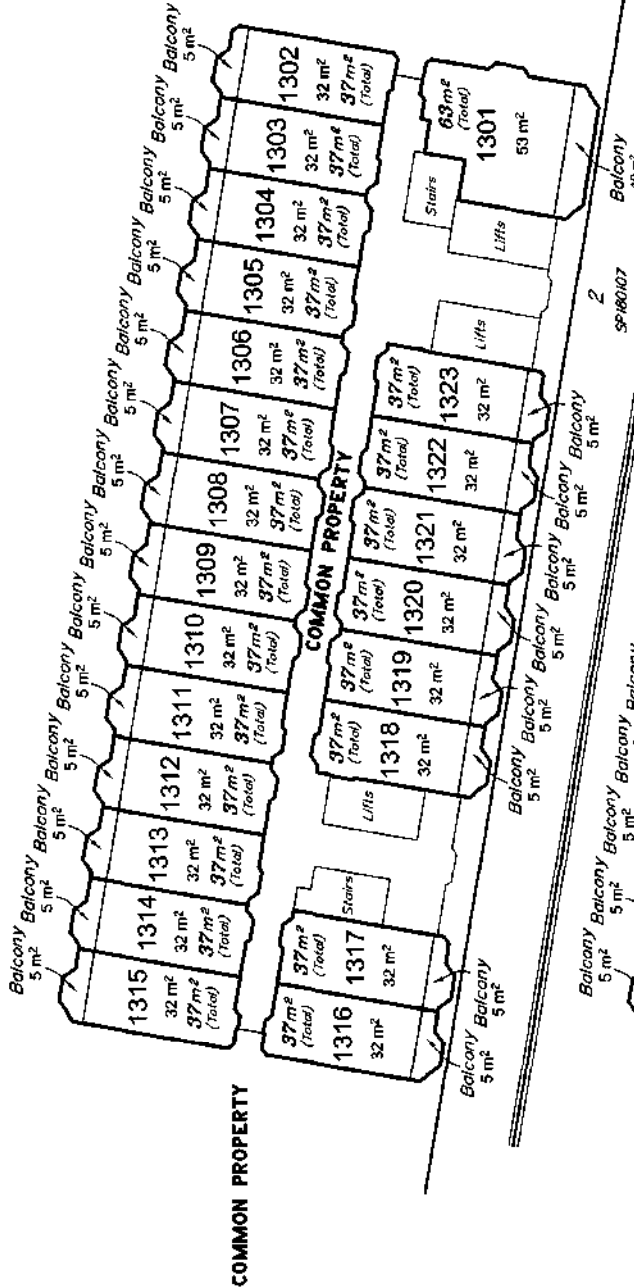
State copyright reserved.

Insert Plan Number SP186322



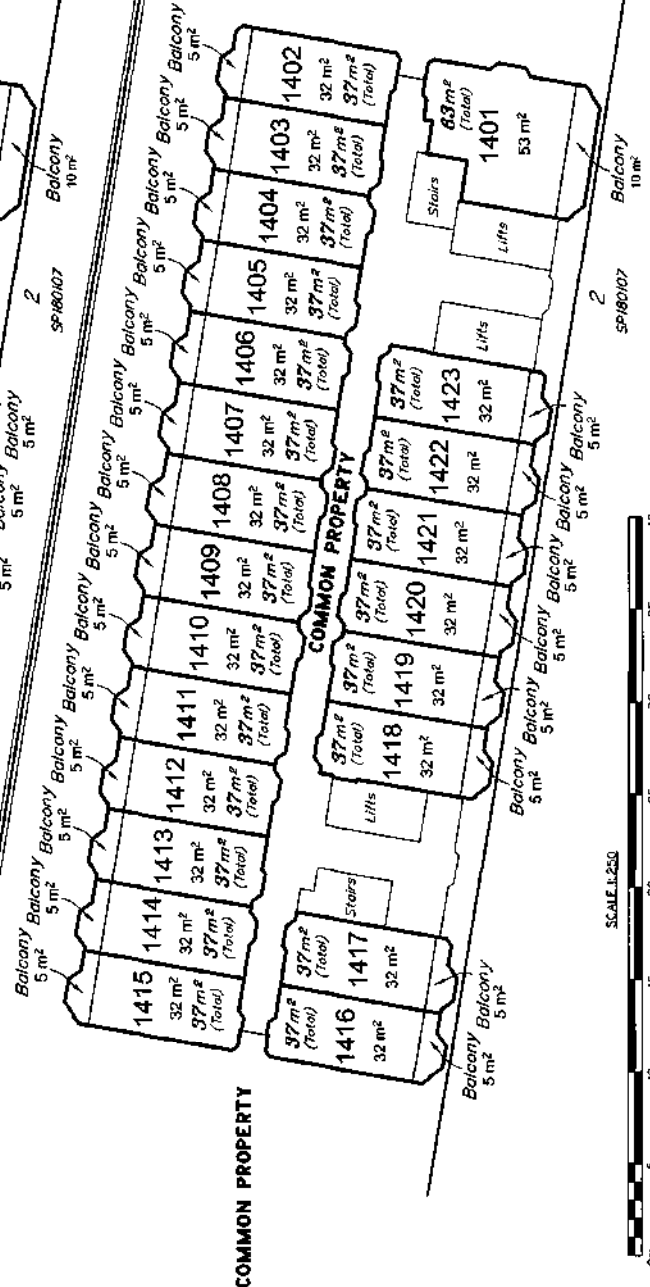
**LEVEL 'O'**  
Scale 1:250  
(Tower Level 13)

**COMMON PROPERTY**

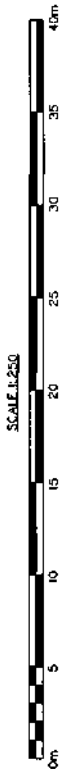


**LEVEL 'P'**  
Scale 1:250  
(Tower Level 14)

**COMMON PROPERTY**



Lifts and stairs where denoted form part of the common property

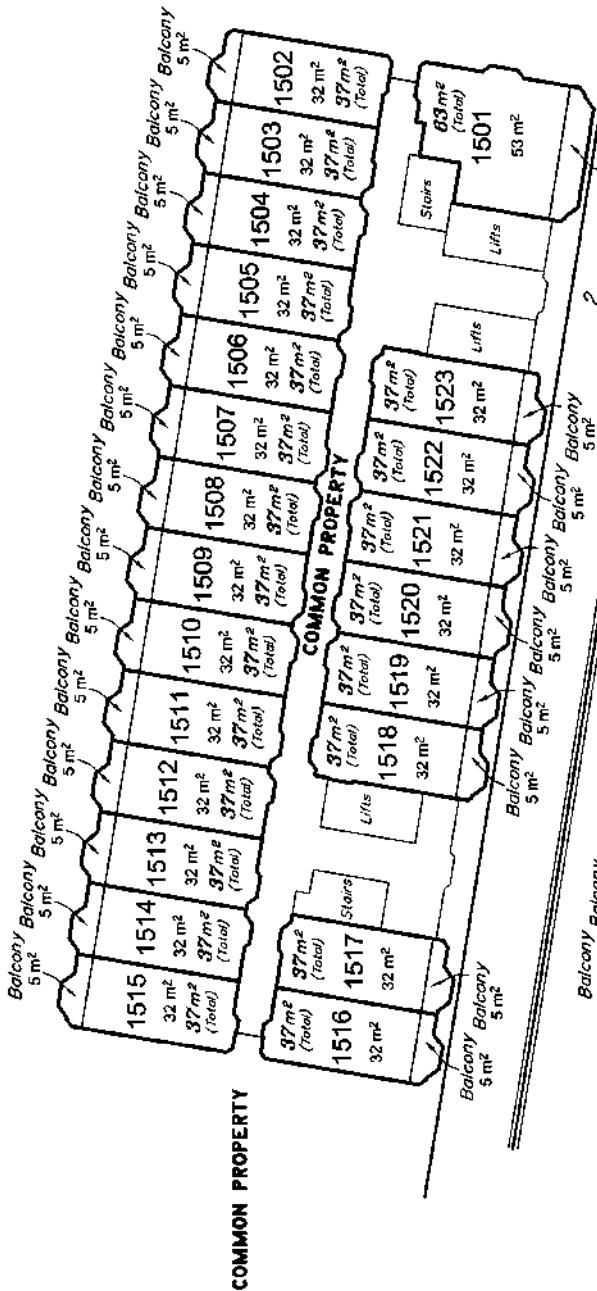


State copyright reserved.

Insert Plan Number SP186322

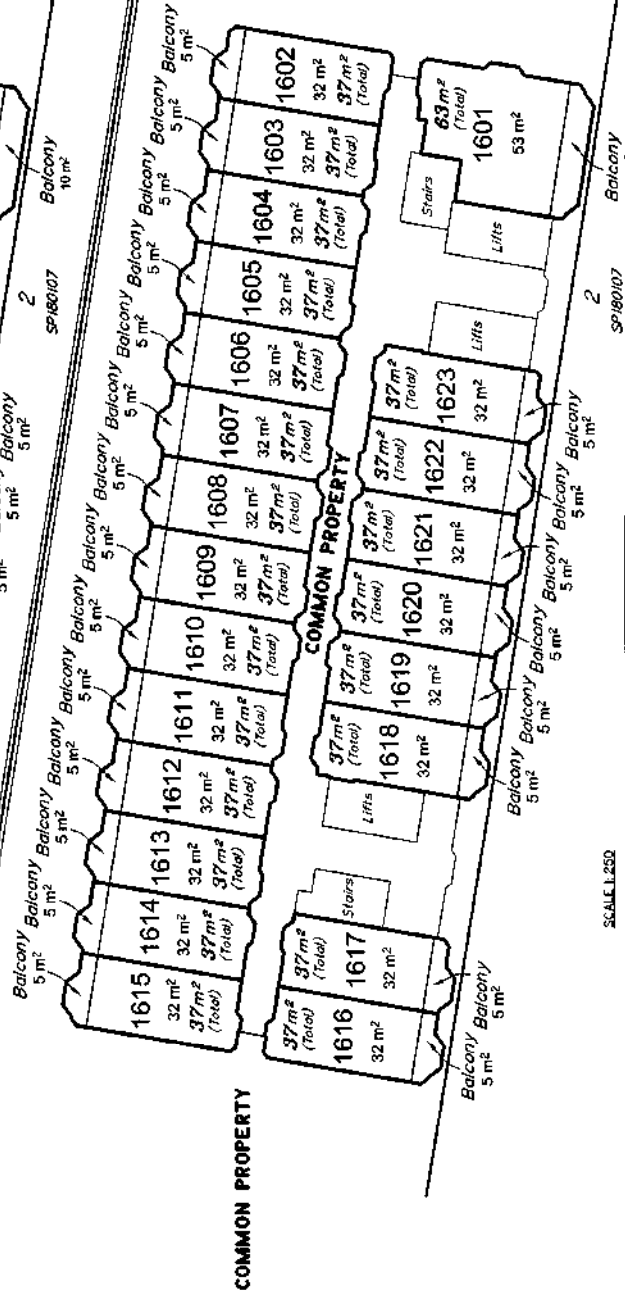
**LEVEL 'Q'**  
Scale 1:250  
(Tower Level 15)

**COMMON PROPERTY**

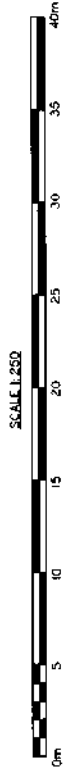


**LEVEL 'R'**  
Scale 1:250  
(Tower Level 16)

**COMMON PROPERTY**



Lifts and stairs where denoted form part of the common property



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Insert Plan Number SP186322

**LEVEL 'S'**

Scale 1:250

(Tower Level 17)

**COMMON PROPERTY**

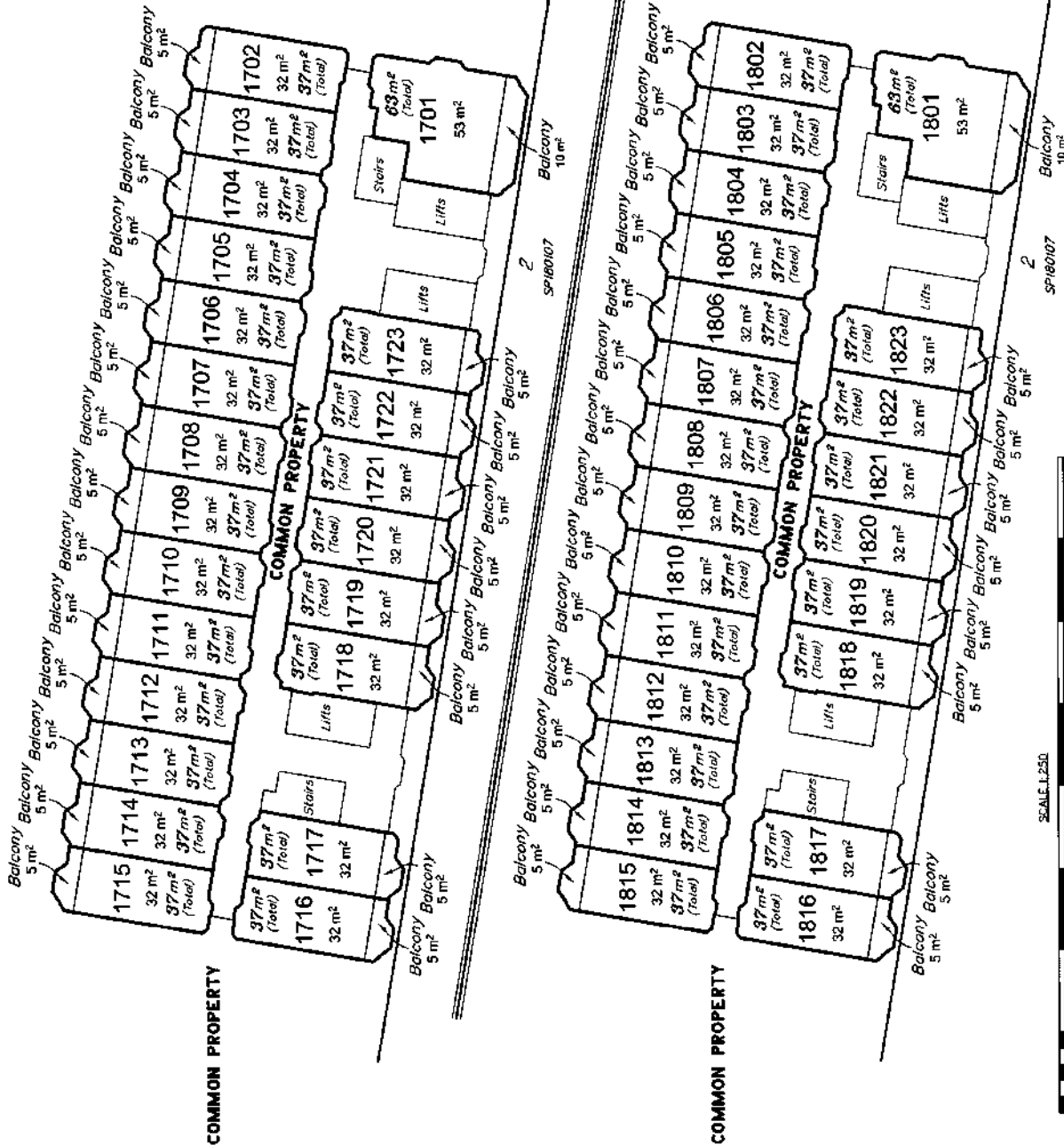
**LEVEL 'T'**

Scale 1:250

(Tower Level 18)

**COMMON PROPERTY**

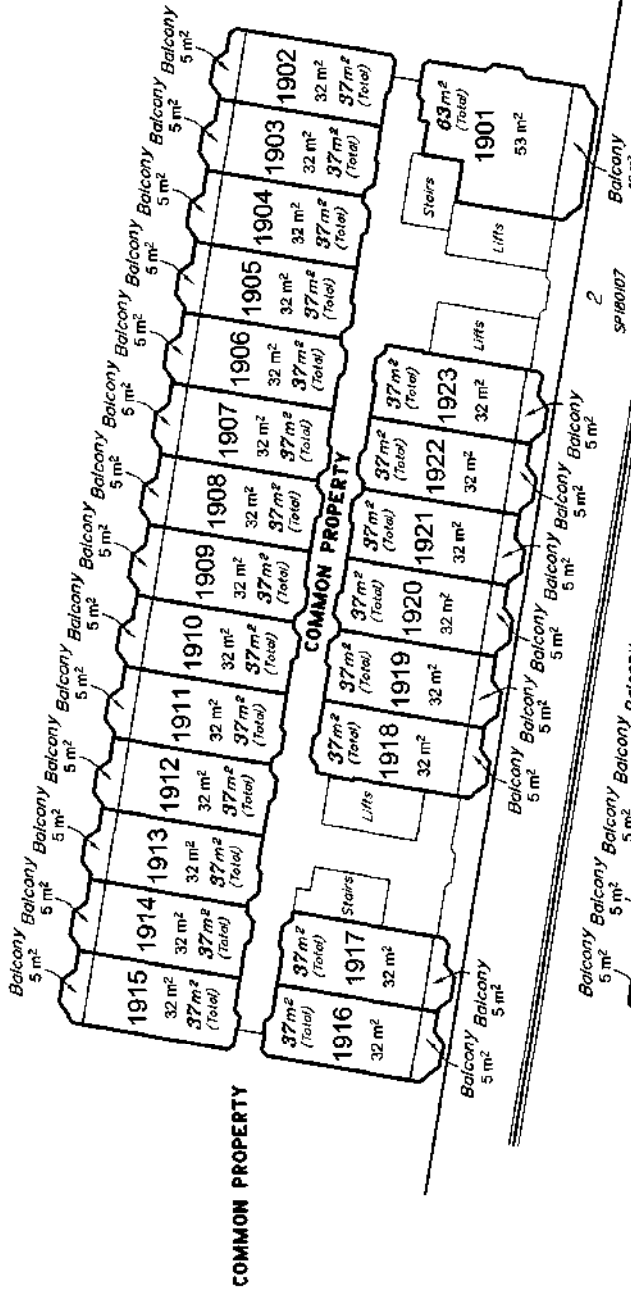
Lifts and stairs where denoted form  
part of the common property





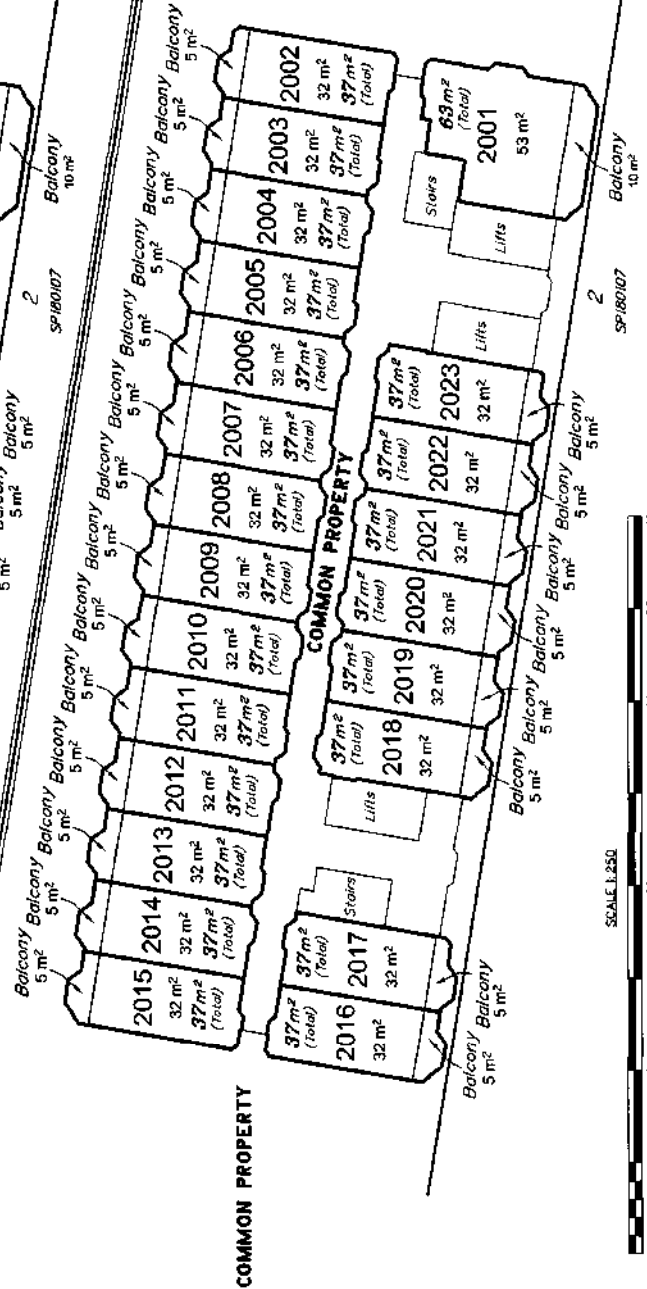
**LEVEL 'U'**  
Scale 1:250  
(Tower Level 19)

**COMMON PROPERTY**

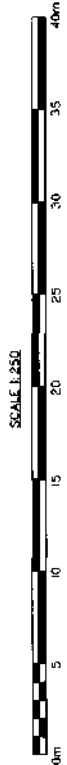


**LEVEL 'V'**  
Scale 1:250  
(Tower Level 20)

**COMMON PROPERTY**



Lifts and stairs where denoted form part of the common property



State copyright reserved.

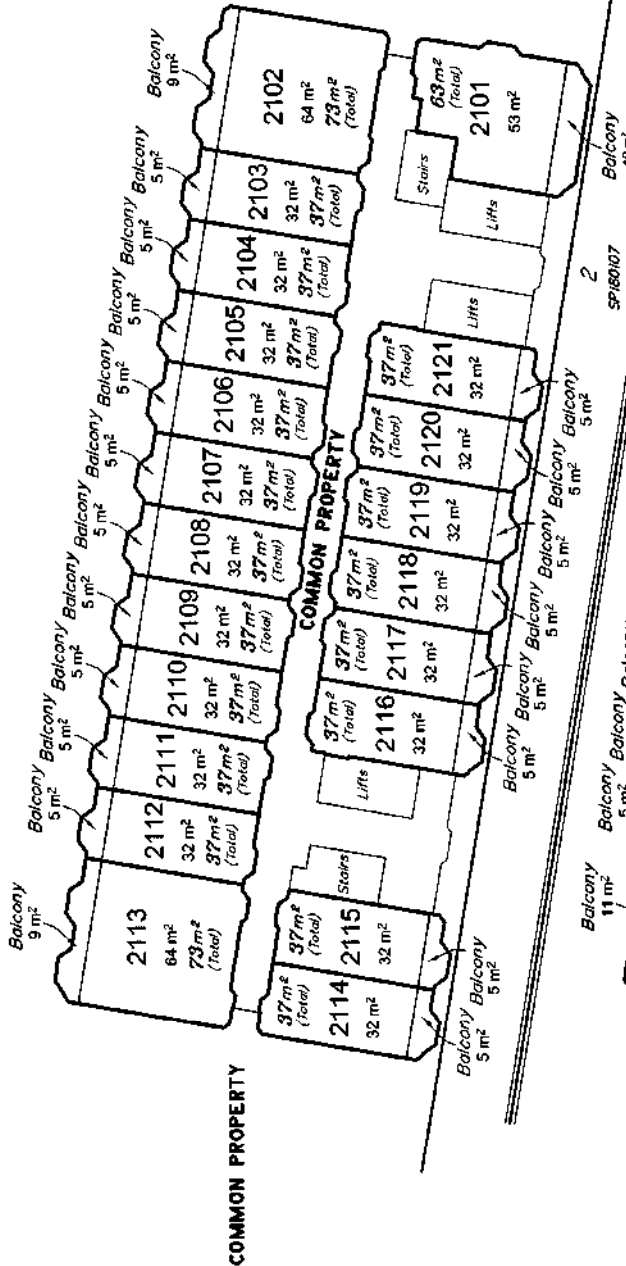
Insert Plan Number  
SP186322

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

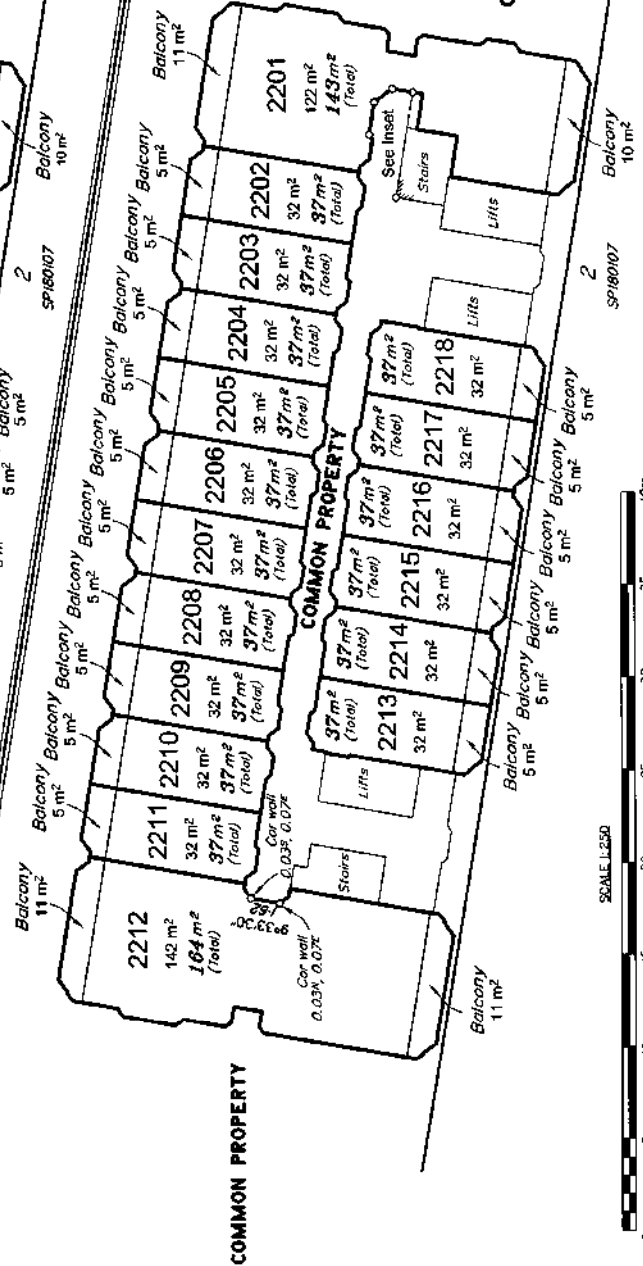
ADDITIONAL SHEET

Sheet 16 of 17

**LEVEL 'W'**  
Scale 1:250  
(Tower Level 21)



**LEVEL 'X'**  
Scale 1:250  
(Tower Level 22)



Lifts and stairs where denoted form  
part of the common property



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Insert Plan Number SP186322



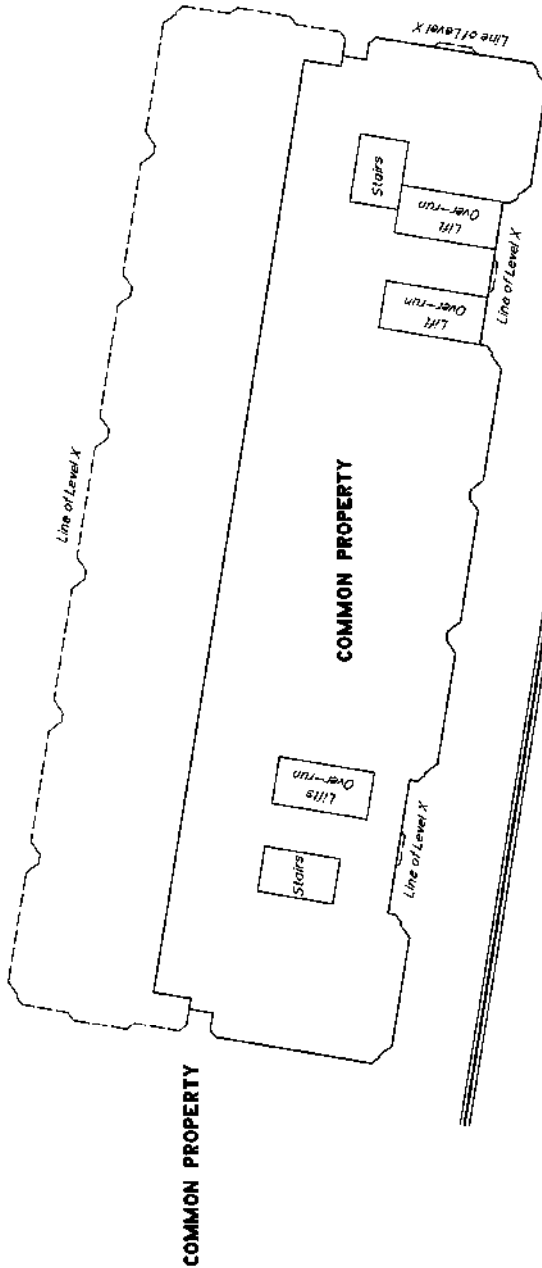
Land Title Act 1994: Land Act 1994  
Form 21A Version 1

ADDITIONAL SHEET

Sheet  
17  
of  
17

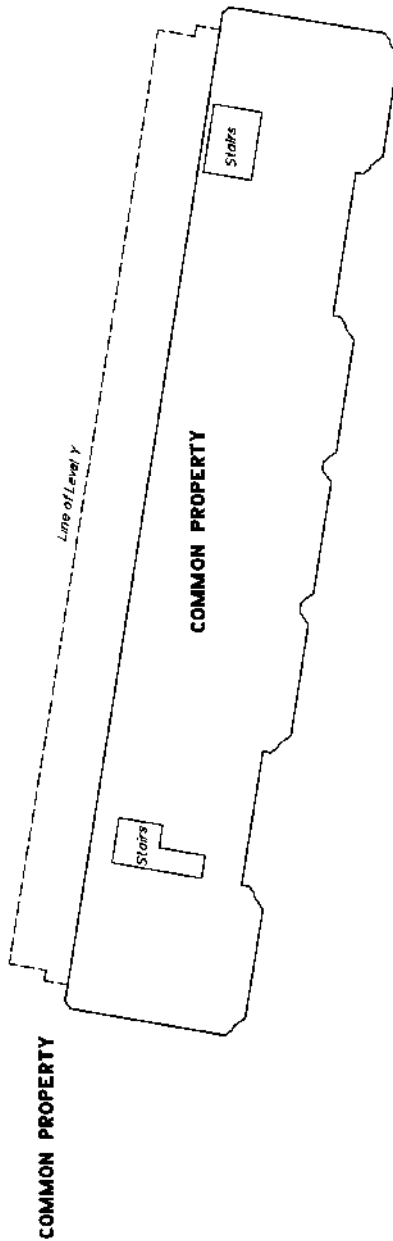


**LEVEL 'Y'**  
Scale 1:250  
(Tower Level 23 - Roof Plant)



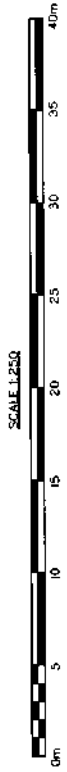
COMMON PROPERTY

**LEVEL 'Z'**  
Scale 1:250  
(Tower Level 24 - Lift Motor Rooms)



COMMON PROPERTY

Lifts and stairs where denoted form  
part of the common property



SCALE 1:250  
BENNETT & BENNETT 04.335.A124 (24.335BPP.DWG) JSC 24/11/2005

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Insert  
Plan  
Number  
**SP186322**

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: **PSC0262812****2. Location of the swimming pool**

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

Street address:

**3197 SURFERS PARADISE BVD****SURFERS PARADISE QLD**

Postcode

**4****2****1****7**

Lot and plan details:

**9999/SP/186322**

Local government area:

**GOLD COAST CITY****3. Exemptions or alternative solutions for the swimming pool (if applicable)**

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

**No disability exemption applies; No impracticality exemption applies****No alternative solution applies****4. Pool properties**

Shared pool

☒

Non-shared pool

☐

Number of pools

**4****5. Pool safety certificate validity**

Effective date:

**1****3****/****0****8****/****2****0****2****5**

Expiry date:


**1****3****/****0****8****/****2****0****2****6****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:

**HAYLEY NICOLE DOWD**Pool safety inspector  
licence number:**PS101068**

Signature:

 **0420 513 706****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.



True Strata Pty Ltd  
admin@truestrata.com.au  
07 5560 8610  
www.truestrata.com.au

04 December 2025

## INFOTRACK

PLAN OF SUBDIVISION NO. 35480  
22 View Avenue, Surfers Paradise Qld 4217  
LOT NO: 812  
UNIT NO: 821

Dear Applicant,

Please find the enclosed reports as requested.

Kindly review the information at your convenience, and please do not hesitate to contact our office should you have any questions.

Kind regards,  
True Strata

**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](http://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](http://www.qld.gov.au/searchofadjudicatorsorders).

**The information in this certificate is issued on 04/12/2025**

### Becoming an owner

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

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

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

### How to get more information

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

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

## Contacting the body corporate

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

### Name and number of the community titles scheme

**Silver Sea Resort and Spa**

CTS No. **35480**

### 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: **Adam Stankevicius**

Company: **True Strata Pty Ltd**

Phone: **07 5560 8610**

Email: **admin@truestrata.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: **812**

Plan type and number: **SP186322**

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](http://www.qld.gov.au/buyingbodycorporate).

**The regulation module that applies to this scheme is the:**

**Accommodation**

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

### Layered arrangements of community titles schemes

A layered arrangement is a grouping of community titles schemes, made up of a principal scheme and one or more subsidiary schemes. Find more information at [www.qld.gov.au/buyingbodycorporate](http://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](http://www.titlesqld.com.au). You should seek legal advice about the rights and obligations under the building management statement before signing the contract -for example, this can include costs the body corporate must pay in relation to shared areas and services.

## By-laws and exclusive use areas

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

### What by-laws apply?

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

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

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

### General by-laws

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

### Exclusive use areas

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

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

**Yes**

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

**given with this certificate and listed below**

Date of Resolution	Lot	Description	Conditions
29/08/06	ALL	Exclusive Use Car Parks	By Law 37 Schedule E
29/08/06	ALL	Exclusive Use Storage Areas	By Law 38 Schedule E



## 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: **428**

Total contribution schedule lot entitlements for all lots: **220,496**

### Interest schedule

Interest schedule lot entitlement for the lot: **321**

Total interest schedule lot entitlements for all lots: **158,044**

### 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 **812** for the current financial year: \$ **3,907.39**

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

Discount for on-time payments (if applicable): **10** %

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

Period	Due date	Amount due	Amount due if discount applied	Paid
01/05/24 to 31/07/24	01/05/24	774.00	696.60	01/05/24
01/08/24 to 31/10/24	20/09/24	1,044.49	940.04	20/09/24
01/11/24 to 31/01/25	01/11/24	1,044.45	940.00	04/11/24
01/02/25 to 30/04/25	01/02/25	1,044.45	940.00	17/02/25
01/05/25****31/07/25	01/05/25	976.87	879.18	19/05/25
01/08/25****31/10/25	02/10/25	1,097.82	988.04	14/10/25
01/11/25****31/01/26	17/11/25	1,097.82	988.04	18/11/25
01/02/26****30/04/26	01/02/26	1,097.86	988.07	
01/05/26****31/07/26	01/05/26	1,067.60	960.84	
Amount overdue				<b>Nil</b>
Amount Unpaid including amounts billed not yet due				<b>Nil</b>

### Sinking fund contributions

Total amount of contributions (before any discount) for lot **812** for the current financial year: \$ **2,989.28**

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

Discount for on-time payments (if applicable): **10** %

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

Period	Due date	Amount due	Amount due if discount applied	Paid
01/05/24 to 31/07/24	01/05/24	477.73	429.96	01/05/24
01/08/24 to 31/10/24	20/09/24	837.21	753.49	20/09/24
01/11/24 to 31/01/25	01/11/24	837.17	753.45	04/11/24
01/02/25 to 30/04/25	01/02/25	837.17	753.45	17/02/25
01/05/25****31/07/25	01/05/25	747.33	672.60	19/05/25
01/08/25****31/10/25	02/10/25	818.46	736.61	14/10/25
01/11/25****31/01/26	17/11/25	818.46	736.61	18/11/25
01/02/26****30/04/26	01/02/26	818.42	736.58	
01/05/26****31/07/26	01/05/26	800.70	720.63	
Amount overdue				<b>Nil</b>
Amount Unpaid including amounts billed not yet due				<b>Nil</b>

### Special contributions - Administrative Fund (IF ANY)

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

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

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

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

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

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

### 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
			Amount Unpaid including amounts billed not yet due

### Other contributions

	Period	Due date	Amount due	Amount due if discount applied	Paid
Building Insurance	01/04/23 to 31/03/24	06/09/23	273.46	273.46	08/09/23
Building Insurance	01/04/24 to 31/03/25	20/09/24	361.93	361.93	20/09/24
Building Insurance	01/04/25 to 31/03/26	02/10/25	390.98	390.98	18/11/25

### Other amounts payable by the lot owner

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

### Summary of amounts due but not paid by the current owner

At the date of this certificate

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

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

### Common property and assets

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

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

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

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

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

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

Yes - you can obtain a copy from the body corporate records - last sinking fund report: 01/06/20

**Current sinking fund balance (as at date of certificate): \$ 1,208,425.72**

### Improvements to common property the lot owner is responsible for

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

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

**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
32 Majorca Sun Lounges	Furniture & Fittings			\$0.00	\$0.00	\$10,368.00
32 Bora Side Chairs Anthracite	Furniture & Fittings			\$0.00	\$0.00	\$2,816.00
9 outdoor dining tables anthra	Furniture & Fittings			\$0.00	\$0.00	\$2,152.00
2X Dry Bars	Furniture & Fittings	25/01/16	FLASH INTERIORS P/L PO Box 195 JIMBOOMBA QLD 4280	\$1,504.80	\$0.00	\$1,504.80
Zip Economaster Water Fountain Serial No.2016082340028	Plant and Machinery	10/07/17	Aqua-Tech Baronial Pty Ltd ATF Bryan- Brown Family Trust PO Box 1730 Coorparoo QLD 4151	\$0.00	\$0.00	\$1,875.50
Tile Cleaner	Plant and Machinery	08/03/19		\$0.00	\$0.00	\$6,498.00
Nilfisk SC401 Floor Scrubber	Plant and Machinery	15/03/19	XO2 Invoice I-140140	\$0.00	\$0.00	\$7,144.50
Carpet Cleaner	Plant and Machinery	06/03/20	Tensens	\$7,568.00	\$0.00	\$5,999.00
Defibrillator	Office Equipment	28/03/22	PRIMIVO GROUP 268 Montague Road West End QLD 4101	\$1,480.00	\$0.00	\$1,480.00
Tables & Chairs	Furniture & Fittings	08/06/22	TPW GROUP SERVICES PTY LTD 1A 1-7 Unwins Bridge Road St Peters NSW 2044	\$21,663.42	\$0.00	\$21,663.42
Rug	Furniture & Fittings	29/08/22	TPW GROUP SERVICES PTY LTD 1A 1-7 Unwins Bridge Road St Peters NSW 2044	\$1,108.60	\$0.00	\$1,108.60
RplTEF1&DuctWk/Lv23	Plant and Machinery	06/06/23	HVAC SOLUTIONS PO Box 13 OXENFORD QLD 4210 06/06/23 Inv 01813412	\$3,720.20	\$0.00	\$3,720.20
RplChainwireFence	Furniture & Fittings	08/06/23	AAURORA FENCING GC 9 Jay Gee Court NERANG QLD 4211 08/06/23 INV-09724	\$5,021.68	\$0.00	\$5,021.68
Encoder CAS-509172-J7M8Z0	Office Equipment	31/07/23	Onity Australia	\$0.00	\$0.00	\$1,606.00
Wet and Dry Vacuum	Plant and Machinery	12/01/24	Seton	\$0.00	\$0.00	\$1,127.75
UpgrdCntrlr/Claim1	Plant and Machinery	07/03/24	HONEYWELL LIMITED PO Box 700 North Ryde NSW 2113 07.03.24 5266221468 174845.88	\$174,845.88	\$0.00	\$174,845.88

## 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 BUP CHUBB (UIA)	93213544	208,607,700.00	418,028.63	09/10/26	\$100,000.00 Earthquake, storm, water damage, cyclone \$10,000.00 all other claims
CONSEQUENTIAL LOSS CHUBB (UIA)	93213544	31,291,155.00		09/10/26	\$100,000.00 Earthquake, storm, water damage, cyclone \$10,000.00 all other claims
CATASTROPHE CHUBB (UIA)	93213544	31,604,067.00		09/10/26	\$100,000.00 Earthquake, storm, water damage, cyclone \$10,000.00 all other claims
PUBLIC LIABILITY CHUBB (UIA)	93213544	20,000,000.00		09/10/26	\$10,000.00
FIDELITY GUARANTEE CHUBB (UIA)	93213544	100,000.00		09/10/26	\$5,000 refer notes
OFFICE BEARERS CHUBB (UIA)	93213544	1,000,000.00		09/10/26	\$5,000 refer notes
VOLUNTARY WORKERS CHUBB (UIA)	93213544	200,000.00		09/10/26	\$5,000 refer notes
MACHINERY BREAKDOWN CHUBB (UIA)	93213544	250,000.00		09/10/26	\$5,000 refer notes
COMMON AREA CONTENTS CHUBB (UIA)	93213544	2,086,077.00		09/10/26	\$5,000 refer notes
APPEAL EXPENSES CHUBB (UIA)	93213544	150,000.00		09/10/26	\$5,000 refer notes
PROFESSIONAL EXP CHUBB (UIA)	93213544	30,000.00		09/10/26	\$5,000 refer notes
STORM SURGE CHUBB (UIA)	93213544	250,000.00		09/10/26	\$5,000 refer notes

### 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](http://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](http://www.qld.gov.au/buyingbodycorporate)

## **Contracts and authorisations**

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

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

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

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

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

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

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

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

**Yes - Name of caretaking service contractor engaged:** Mantra Leisure Resorts Pty Ltd

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

**Yes - Name of authorised letting agent:** Colryan Pty Ltd

### **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](http://www.qld.gov.au/buyingbodycorporate).

## Body corporate authority

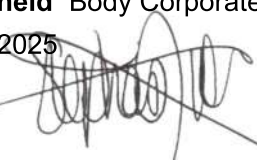
This certificate is signed and given under the authority of the body corporate.

**Name/s** True Strata Pty Ltd

**Positions/s held** Body Corporate Manager

**Date** 04/12/2025

**Signature/s**

A handwritten signature in black ink, appearing to be 'True Strata Pty Ltd', is written over a horizontal line. The signature is somewhat stylized and cursive.

### 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





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## Silver Sea Resort and Spa CTS 35480

22 View Avenue Surfers Paradise Qld 4217

### BALANCE SHEET

AS AT 04 DECEMBER 2025

	ACTUAL 04/12/2025	ACTUAL 30/04/2025
<b><u>OWNERS FUND</u></b>		
Administrative Fund	75,757.24	(21,372.20)
Sinking Fund	1,208,425.72	2,251,339.93
<b><u>TOTAL</u></b>	<b><u>\$ 1,284,182.96</u></b>	<b><u>\$ 2,229,967.73</u></b>

#### **THESE FUNDS ARE REPRESENTED BY**

#### **CURRENT ASSETS**

Cash At Bank	1,435,041.51	1,506,441.10
Mbl - At Call	0.00	55,340.92
Term Deposit 1	292,421.69	285,516.88
Term Deposit 3	0.00	279,646.09
Term Deposit 4	0.00	417,378.90
Interest Receivable	0.00	18,949.42
Levies - Billed Not Due	0.00	888,268.82
Levies - Prepayments	36,860.43	14,085.37
Levies - In Arrears	243,494.52	57,677.56
Other Arrears	139,702.80	101,910.27
Prepaid Expenses	0.00	159,242.49
Sundry Debtors	0.00	4,210.72
Secondary Debtors	0.00	1,456.10
<b><u>TOTAL ASSETS</u></b>	<b><u>2,147,520.95</u></b>	<b><u>3,790,124.64</u></b>

#### **LIABILITIES**

G S T Clearing Account	(78,030.42)	(28,893.81)
P A Y G Clearing Account	(1,028.83)	35.01
Creditors	241,074.81	51,177.06
Accrued Expenses	0.00	86,624.86
Advance Discounts	0.00	(67,452.86)
Levies - Billed Not Due	0.00	807,517.11
Levies - Prepayments	33,509.28	12,804.64
Levies - In Advance	36,860.43	695,639.15
Other Suspense	2,705.75	2,705.75
Loan Account	628,246.97	0.00
<b><u>TOTAL LIABILITIES</u></b>	<b><u>863,337.99</u></b>	<b><u>1,560,156.91</u></b>



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Silver Sea Resort and Spa CTS 35480

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BALANCE SHEET

AS AT 04 DECEMBER 2025

	ACTUAL 04/12/2025	ACTUAL 30/04/2025
NET ASSETS	\$ 1,284,182.96	\$ 2,229,967.73



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## Silver Sea Resort and Spa CTS 35480

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### STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 MAY 2025 TO 04 DECEMBER 2025

	ACTUAL 01/05/25-04/12/25	BUDGET 01/05/25-30/04/26	VARIANCE %	ACTUAL 01/05/24-30/04/25
<b><u>ADMINISTRATIVE FUND</u></b>				
<b><u>INCOME</u></b>				
Administrative Fund Levy	1,485,823.53	2,000,000.00	74.29	1,829,998.78
Administrative Fund Discount	(128,636.21)	(200,000.00)	64.32	(164,695.66)
Insurance Levy	174,997.89	175,000.00	100.00	161,995.58
Interest On Overdue Levies	12,871.82	0.00		20,951.49
<b><u>TOTAL ADMIN. FUND INCOME</u></b>	<b>1,545,057.03</b>	<b>1,975,000.00</b>		<b>1,848,250.19</b>
<b><u>EXPENDITURE - ADMIN. FUND</u></b>				
Prior Strata Company	32,733.82	118,900.00	27.53	102,416.51
Sundry Expenses	775.00	500.00	155.00	145.45
Accounting - Bas Preparation	125.00	0.00		0.00
Accounting - Bas Lodgement	100.00	0.00		0.00
Auditor Fees	0.00	11,500.00	0.00	10,910.00
Bank Charges	575.64	200.00	287.82	132.77
Bms Administration	2,165.50	0.00		0.00
Bms Expenses	(1,200.00)	25,000.00	(4.80)	11,098.11
Bms Reimb. Retail Lots	600.00	(5,000.00)	(12.00)	(4,875.97)
Caretaking Agreement	263,344.95	495,618.00	53.13	476,556.63
Consultant Fees	29,450.00	20,000.00	147.25	39,195.04
Committee Reimbursement	6,029.20	10,000.00	60.29	9,095.80
Electronic Records	1,385.86	8,500.00	16.30	8,226.43
Fees & Permits	1,280.72	1,500.00	85.38	1,025.62
Fire Prtcn-Repairs & Servicing	23,465.71	30,000.00	78.22	30,229.12
Insurance - Excess	0.00	0.00	0.00	20,000.00
Insurance - Premium	466,496.33	240,000.00	194.37	221,607.68
Insurance - Premium Stamp Duty	46,183.14	23,000.00	200.80	21,202.91
Insurance - Claim Refund	0.00	0.00	0.00	(27,874.05)
Insurance - Claims	1,520.77	0.00		33,950.60
Legal Fees	32,548.19	25,000.00	130.19	32,737.85
Legal & Debt Collection Fee	1,144.45	0.00		0.00
Levy Recovery Costs - Paid	942.00	0.00		(554.45)
Management Fees	44,306.36	0.00		0.00
Management Fees - Additional	1,666.66	0.00		0.00
Management Fees - Disbursement	114.28	0.00		0.00
Security Services	49,447.25	90,000.00	54.94	84,864.89
Workplace Legis. Compliance	3,836.27	5,100.00	75.22	5,062.85



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## Silver Sea Resort and Spa CTS 35480

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### STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 MAY 2025 TO 04 DECEMBER 2025

	ACTUAL	BUDGET	VARIANCE	ACTUAL
	01/05/25-04/12/25	01/05/25-30/04/26	%	01/05/24-30/04/25
False Fire Alarm Cost	22,386.00	30,000.00	74.62	46,059.80
False Fire Alarm - Billed	(1,456.10)	(15,000.00)	9.71	(19,823.39)
Utilities - Electricity	153,302.25	340,000.00	45.09	226,529.59
R & M - Building	30,932.58	50,000.00	61.87	47,966.30
R & M - Pest Control	5,412.94	20,000.00	27.06	4,125.31
Utilities - Gas	50,664.65	120,000.00	42.22	113,656.28
R & M - Airconditioning	33,827.50	50,000.00	67.66	47,749.83
R & M - Cleaning	4,050.91	0.00		0.00
R & M - Window Cleaning	0.00	2,000.00	0.00	945.00
R & M - Cleaning - Supplies	7,674.50	22,000.00	34.88	22,597.78
Garbage Removal	6,904.38	15,000.00	46.03	29,266.88
R & M - Cleaning - Carpets	0.00	6,000.00	0.00	7,377.00
R & M-Cleaning Hygeine Service	6,482.77	6,000.00	108.05	6,297.27
R & M - Electrical	0.00	12,000.00	0.00	12,539.72
R & M - Elevators	69,653.11	60,000.00	116.09	68,105.18
R & M - Security Equipment	1,837.00	5,000.00	36.74	4,421.32
R & M - Plant & Equipment	35,850.61	60,000.00	59.75	55,629.46
R & M - Keys & Locks	2,391.57	1,000.00	239.16	909.99
R & M - Gardens/Grounds	605.45	11,000.00	5.50	3,438.66
R & M - Plumbing	2,775.00	14,000.00	19.82	13,534.59
R & M - Pool/Spa/Sauna	2,150.76	20,000.00	10.75	37,415.41
Stratamax	1,394.01	0.00		0.00
Prior Year Adjustment	2,050.60	0.00		8,507.73
<b>TOTAL ADMIN. EXPENDITURE</b>	<b>1,447,927.59</b>	<b>1,928,818.00</b>		<b>1,812,403.50</b>
<b>SURPLUS /(DEFICIT)</b>	<b>\$ 97,129.44</b>	<b>\$ 46,182.00</b>		<b>\$ 35,846.69</b>
Opening Admin. Balance	(21,372.20)	(21,372.20)	100.00	(57,218.89)
<b>ADMINISTRATIVE FUND BALANCE</b>	<b>\$ 75,757.24</b>	<b>\$ 24,809.80</b>		<b>\$ (21,372.20)</b>



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## Silver Sea Resort and Spa CTS 35480

22 View Avenue Surfers Paradise Qld 4217

### STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 MAY 2025 TO 04 DECEMBER 2025

	ACTUAL 01/05/25-04/12/25	BUDGET 01/05/25-30/04/26	VARIANCE %	ACTUAL 01/05/24-30/04/25
<b><u>SINKING FUND</u></b>				
<b><u>INCOME</u></b>				
Sinking Fund Levies	1,116,648.72	1,500,000.00	74.44	1,400,009.19
Sinking Fund Discount5	(95,545.09)	(150,000.00)	63.70	(124,839.45)
Interest On Investments	19,910.82	0.00		48,139.83
Interest Accrued S/F	0.00	0.00	0.00	18,949.42
Interest Received - Ato	38.85	0.00		20.63
<b><u>TOTAL SINKING FUND INCOME</u></b>	<b>1,041,053.30</b>	<b>1,350,000.00</b>		<b>1,342,279.62</b>
<b><u>EXPENDITURE - SINKING FUND</u></b>				
Carpets/Floor Tiles	1,090.91	60,000.00	1.82	3,161.82
Consultants Fees	19,100.00	30,000.00	63.67	28,625.00
Cladding	715,304.13	700,000.00	102.19	213,281.87
Cleaning Equipment	12,591.00	0.00		0.00
Bms Upgrade	0.00	170,000.00	0.00	89,886.95
Bms Expenses	0.00	50,000.00	0.00	19,299.85
Bms - Reimb. Commercial Lots	0.00	(10,000.00)	0.00	(5,774.03)
Building Maintenance	739,152.94	1,600,000.00	46.20	368,155.93
Painting	0.00	12,000.00	0.00	10,730.00
Security System / Equipment	19,633.85	20,000.00	98.17	31,519.50
Signage	20,668.70	10,000.00	206.69	828.00
Doors / Door Frames	0.00	10,000.00	0.00	8,117.97
Gardens & Grounds	4,080.00	25,000.00	16.32	14,760.00
Pool / Spa / Sauna	0.00	600,000.00	0.00	0.00
Pool Grounds	9,600.00	20,000.00	48.00	40,660.00
Furniture	0.00	5,000.00	0.00	55,353.50
Electrical Equipment	4,448.70	3,000.00	148.29	2,490.00
Fire Protection Equipment	14,556.80	22,000.00	66.17	17,747.20
Fire Doors	19,355.00	50,000.00	38.71	6,396.68
Emergency Lighting	15,664.77	195,000.00	8.03	13,799.36
Hot Water System	1,797.50	7,000.00	25.68	5,935.00
<b><u>INCOME TAX SF</u></b>				
Income Tax Instalments	5,594.16	14,000.00	39.96	13,465.65
Income Tax	0.00	8,000.00	0.00	7,155.16
Keys & Locks	0.00	5,000.00	0.00	0.00
Plant & Equipment	116,722.84	70,000.00	166.75	44,774.19
Lighting & Electrical	54,191.03	7,000.00	774.16	7,560.10



True Strata Pty Ltd  
admin@truestrata.com.au  
07 5560 8610  
www.truestrata.com.au

Silver Sea Resort and Spa CTS 35480

22 View Avenue Surfers Paradise Qld 4217

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 MAY 2025 TO 04 DECEMBER 2025

	ACTUAL	BUDGET	VARIANCE	ACTUAL
	01/05/25-04/12/25	01/05/25-30/04/26	%	01/05/24-30/04/25
Air Cond. Equipment	155,120.18	120,000.00	129.27	94,824.00
Ladders	0.00	0.00	0.00	7,411.74
Lift Maintenance	155,295.00	230,000.00	67.52	0.00
Loan - Interest	0.00	160,000.00	0.00	0.00
Tank	0.00	0.00	0.00	14,475.22
<b>TOTAL SINK. FUND EXPENDITURE</b>	<b>2,083,967.51</b>	<b>4,193,000.00</b>		<b>1,114,640.66</b>
Prior Year Adjustment	0.00	0.00	0.00	10,250.00
<b>SURPLUS/(DEFICIT)</b>	<b><u>\$ (1,042,914.21)</u></b>	<b><u>\$ (2,843,000.00)</u></b>		<b><u>\$ 237,888.96</u></b>
Opening Sinking Fund Balance	2,251,339.93	2,251,339.93	100.00	2,013,450.97
<b>SINKING FUND BALANCE</b>	<b><u>\$ 1,208,425.72</u></b>	<b><u>\$ (591,660.07)</u></b>		<b><u>\$ 2,251,339.93</u></b>



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Silver Sea Resort and Spa CTS 35480

22 View Avenue Surfers Paradise Qld 4217

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 MAY 2025 TO 04 DECEMBER 2025

	ACTUAL	BUDGET	VARIANCE	ACTUAL
	01/05/25-04/12/25	01/05/25-30/04/26	%	01/05/24-30/04/25
<b>BMS FUND</b>				
<b>INCOME - BMS FUND</b>				
Reimb. - Commercial Lots	(600.00)	0.00	0.00	10,649.99
Reimb. - Residential Lot	(600.00)	0.00	0.00	19,747.96
<b>TOTAL INCOME BMS FUND</b>	<b>(1,200.00)</b>	<b>0.00</b>		<b>30,397.95</b>
<b>EXPENDITURE - BMS FUND</b>				
Bms Carpark	0.00	0.00	0.00	11,812.00
Bms Loading Dock	0.00	0.00	0.00	1,080.42
Bms Fire Equipment	0.00	0.00	0.00	2,299.85
Bms Plant & Equipment	0.00	0.00	0.00	12,030.00
Bms Secretarial	(1,200.00)	0.00	0.00	3,175.68
<b>TOTAL EXPENSES BMS FUND</b>	<b>(1,200.00)</b>	<b>0.00</b>		<b>30,397.95</b>
<b>SURPLUS/DEFICIT BMS FUND</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>		<b>\$ 0.00</b>
<b>BALANCE BMS FUND</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>		<b>\$ 0.00</b>



**TRUE**  
STRATA

True Strata Pty Ltd  
admin@truestrata.com.au  
07 5560 8610  
www.truestrata.com.au

## SILVER SEA RESORT AND SPA CTS 35480

ABN 43 061 056 478

### STATEMENT

Transfer Date:  
27/06/23

INFOTRACK

Statement Period

01 May 24 to 04 Dec 25

A/c No	83	Lot No	
Page Number	1	Unit No	

Linked

Last Certificate Issued: 31/05/23

Date	Type	Details	Reference	Debit	Credit	Balance
01/05/24	Administrative Fund	Brought forward				0.00
01/05/24	Sinking Fund	01/05/24 to 31/07/24	I0059538	774.00		774.00
01/05/24	Receipt	01/05/24 to 31/07/24	I0059948	477.73		1,251.73
01/05/24	Receipt	Administrative Fund	R0027614		696.60	555.13
01/05/24	Receipt	Sinking Fund	RA027614		429.96	125.17
01/05/24	Discount	Admin Discount	RB027614		77.40	47.77
01/05/24	Discount	Sink Discount	RC027614		47.77	0.00
16/08/24	Administrative Fund	01/08/24 to 31/10/24	I0060358	1,044.49		1,044.49
16/08/24	Sinking Fund	01/08/24 to 31/10/24	I0060768	837.21		1,881.70
16/08/24	Building Insurance	01/04/24 to 31/03/25	I0061178	361.93		2,243.63
19/09/24	Administrative Fund	01/11/24 to 31/01/25	I0061588	1,044.45		3,288.08
19/09/24	Sinking Fund	01/11/24 to 31/01/25	I0061998	837.17		4,125.25
20/09/24	Receipt	Administrative Fund	R0028134		940.04	3,185.21
20/09/24	Receipt	Sinking Fund	RA028134		753.49	2,431.72
20/09/24	Receipt	Building Insurance	RB028134		361.93	2,069.79
20/09/24	Discount	Admin Discount	RC028134		104.45	1,965.34
20/09/24	Discount	Sink Discount	RD028134		83.72	1,881.62
04/11/24	Receipt	Administrative Fund	R0028502		940.00	941.62
More details on next page...				\$13,294.34	\$13,294.34	Nil
Over 90 Days	90 Days	60 Days	30 Days	Current	BALANCE DUE: Nil	
0.00	0.00	0.00	0.00	0.00	Date Paid	Amount Paid

#### Payment Options

	Tel: 1300 552 311 Ref: 9730 9818 3	<b>Telephone:</b> Call this number to pay by credit card. International: +613 8648 0158 (charges apply).	
	www.stratamax.com.au Ref: 9730 9818 3	<b>Internet:</b> Make credit card payments online (charges apply). Visit www.stratamax.com.au	
	www.stratapay.com/ddr Ref: 9730 9818 3	<b>Direct Debit:</b> Make auto payments from your credit card* or bank account. Visit stratapay.com/ddr to register *Credit card charges apply.	
	Bill Code: 74625 Ref: 9730 9818 3	<b>BPay:</b> Contact your participating financial institution to make a payment from your cheque or savings account using BPay. BPAY® Registered to BPAY Pty Ltd ABN 69 079 137 518	
	Billpay Code: 3599 Ref: 9730 9818 3	<b>In Person:</b> Present this bill in store at Australia Post to make cheque or EFTPOS payments.	
	Make cheque payable to: StrataPay 9730 9818 3	<b>Mail:</b> Send cheque with this slip by mail to: <b>StrataPay, Locked Bag 9 GCMC, Bundall Qld 9726 Australia</b>	
	BSB: 067-970 Acct No: 9730 9818 3 (Applies to this bill only)	<b>Internet Banking - EFT:</b> Use this BSB and Account Number to pay directly from your bank account in Australian Dollars (AUD). Account Name: StrataPay Bank: CBA, Sydney, Australia.	



StrataPay Reference

**9730 9818 3**

Amount	Due Date
<b>\$0.00</b>	<b>18 Dec 25</b>

TRUE STRATA PTY LTD  
35480/02100083 Lot 812/821

INFOTRACK



\*3599 973098183





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admin@truestrata.com.au  
07 5560 8610  
www.truestrata.com.au

## SILVER SEA RESORT AND SPA CTS 35480

ABN 43 061 056 478

### STATEMENT

INFOTRACK

Statement Period

01 May 24 to 04 Dec 25

A/c No

83

Lot No

Page Number

2

Linked

Last Certificate Issued: 31/05/23

Transfer Date: 27/06/23

Date	Type	Details	Reference	Debit	Credit	Balance
04/11/24	Receipt	Sinking Fund	RA028502		\$753.45	\$188.17
04/11/24	Discount	Admin Discount	RB028502		\$104.45	\$83.72
04/11/24	Discount	Sink Discount	RC028502		\$83.72	\$0.00
17/12/24	Administrative Fund	01/02/25 to 30/04/25	I0062408	\$1,044.45		\$1,044.45
17/12/24	Sinking Fund	01/02/25 to 30/04/25	I0062818	\$837.17		\$1,881.62
14/02/25	Other	Arrears Notice Fee	M0005363	\$44.00		\$1,925.62
17/02/25	Receipt	Administrative Fund	R0029027		\$1,044.45	\$881.17
17/02/25	Receipt	Sinking Fund	RA029027		\$837.17	\$44.00
17/02/25	Receipt	Other	RB029027		\$44.00	\$0.00
20/03/25	Administrative Fund	01/05/25 to 31/07/25	I0063228	\$976.87		\$976.87
20/03/25	Sinking Fund	01/05/25 to 31/07/25	I0063638	\$747.33		\$1,724.20
15/05/25	Other	Arrears Notice Fee	M0005472	\$44.00		\$1,768.20
19/05/25	Receipt	Administrative Fund	R0029473		\$976.87	\$791.33
19/05/25	Receipt	Sinking Fund	RA029473		\$747.33	\$44.00
19/05/25	Receipt	Other	RB029473		\$44.00	\$0.00
31/08/25	Administrative Fund	01/08/25 to 31/10/25	I0064048	\$1,097.82		\$1,097.82
31/08/25	Sinking Fund	01/08/25 to 31/10/25	I0064458	\$818.46		\$1,916.28
31/08/25	Building Insurance	01/04/25 to 31/03/26	I0064868	\$390.98		\$2,307.26
14/10/25	Receipt	Administrative Fund	R0029901		\$1,097.82	\$1,209.44
14/10/25	Receipt	Sinking Fund	RA029901		\$818.46	\$390.98
14/10/25	Receipt	Building Insurance	RB029901		\$199.35	\$191.63
17/10/25	Administrative Fund	01/11/25 to 31/01/26	I0065278	\$1,097.82		\$1,289.45
17/10/25	Sinking Fund	01/11/25 to 31/01/26	I0065688	\$818.46		\$2,107.91
29/10/25	Discount	Admin Discount	J0223828		\$219.56	\$1,888.35
29/10/25	Discount	Sink Discount	J0223829		\$163.70	\$1,724.65
18/11/25	Receipt	Administrative Fund	R0030216		\$768.48	\$956.17
18/11/25	Receipt	Sinking Fund	RA030216		\$572.91	\$383.26
18/11/25	Receipt	Building Insurance	RB030216		\$191.63	\$191.63
18/11/25	Discount	Admin Discount	RC030216		\$109.78	\$81.85
18/11/25	Discount	Sink Discount	RD030216		\$81.85	\$0.00
				\$13,294.34	\$13,294.34	Nil

**724133184**EF 470 \$113.04  
18/06/2025 12:04:03REGISTRY  
Act 1994**GENERAL REQUEST****FORM 14** Version 4

Page 1 of 39

Duty Imprint

Dealing Number

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**1. Nature of request**

REQUEST TO RECORD NEW COMMUNITY  
MANAGEMENT STATEMENT FOR SILVER  
SEA RESORT AND SPA COMMUNITY TITLES  
SCHEME 35480

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

JG Settlements on behalf of  
Mathews Hunt Legal  
Tower One Southport Central Suite 1701,  
Lvl 7, 56 Scarborough Street, Southport Qld  
4215  
Tel: +61 7 5555 8000 Ref: PH:JC:108238  
Email: admin@mathewshuntlegal.com.au

**Lodger  
Code**EF  
2101**2. Lot on Plan Description**

COMMON PROPERTY OF SILVER SEA  
RESORT AND SPA COMMUNITY TITLES  
SCHEME 35480

**Title Reference**

50611968

**3. Registered Proprietor/State Lessee**

BODY CORPORATE FOR SILVER SEA RESORT AND SPA COMMUNITY TITLES SCHEME 35480

**4. Interest**

NOT APPLICABLE

**5. Applicant**

BODY CORPORATE FOR SILVER SEA RESORT AND SPA COMMUNITY TITLES SCHEME 35480

**6. Request**

I hereby request that: the new Community Management Statement deposited herewith which amends Schedule C be recorded as the new Community Management Statement for Silver Sea Resort And Spa Community Titles Scheme 35480

**7. Execution by applicant**17/6/2025  
Execution Date

**Peter Anthony Urquhart Hunt**  
Solicitor's Signature



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

**35480**ED WITH:  
REQUEST; ANDThis statement incorporates and must  
include the following:- A FORM 18C (IF NO EXEMPTION TO THE  
PLANNING BODY CMS NOTATION APPLIES).A NEW CMS MUST BE LODGED WITHIN THREE (3)  
MONTHS OF THE DATE OF CONSENT BY THE BODY  
CORPORATEOffice use only  
CMS LABEL NUMBERSchedule 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

<b>1. Name (including number) of CTS</b> Silver Sea Resort And Spa Community Titles Scheme 35480	<b>2. Regulation module</b> Accommodation																																																
<b>3. Name of body corporate</b> Body Corporate for Silver Sea Resort And Spa Community Titles Scheme 35480																																																	
<b>4. Scheme Land</b> <table border="1"> <thead> <tr> <th>Lot on Plan Description</th> <th>Title Reference</th> </tr> </thead> <tbody> <tr> <td>Common Property of Silver Sea Resort And Spa Community Titles Scheme 35480</td> <td>50611968</td> </tr> <tr> <td>Lot 101 on SP 186322</td> <td>50642831</td> </tr> <tr> <td>Lot 102 on SP 186322</td> <td>50611970</td> </tr> <tr> <td>Lot 103 on SP 186322</td> <td>50642832</td> </tr> <tr> <td>Lot 201 on SP 186322</td> <td>50611971</td> </tr> <tr> <td>Lot 501 - Lot 522 on SP 186322 (inclusive)</td> <td>50611972 - 50611993 (inclusive)</td> </tr> <tr> <td>Lot 601 - Lot 623 on SP 186322 (inclusive)</td> <td>50611994 - 50612016 (inclusive)</td> </tr> <tr> <td>Lot 701 - Lot 723 on SP 186322 (inclusive)</td> <td>50612017 - 50612039 (inclusive)</td> </tr> <tr> <td>Lot 801 - Lot 823 on SP 186322 (inclusive)</td> <td>50612040 - 50612062 (inclusive)</td> </tr> <tr> <td>Lot 901 - Lot 923 on SP 186322 (inclusive)</td> <td>50612063 - 50612085 (inclusive)</td> </tr> <tr> <td>Lot 1001 - Lot 1023 on SP 186322 (inclusive)</td> <td>50612086 - 50612108 (inclusive)</td> </tr> <tr> <td>Lot 1101 - Lot 1123 on SP 186322 (inclusive)</td> <td>50612109 - 50612131 (inclusive)</td> </tr> <tr> <td>Lot 1201 - Lot 1223 on SP 186322 (inclusive)</td> <td>50612132 - 50612154 (inclusive)</td> </tr> <tr> <td>Lot 1301 - Lot 1323 on SP 186322 (inclusive)</td> <td>50612155 - 50612177 (inclusive)</td> </tr> <tr> <td>Lot 1401 - Lot 1423 on SP 186322 (inclusive)</td> <td>50612178 - 50612200 (inclusive)</td> </tr> <tr> <td>Lot 1501 - Lot 1523 on SP 186322 (inclusive)</td> <td>50612201 - 50612223 (inclusive)</td> </tr> <tr> <td>Lot 1601 - Lot 1623 on SP 186322 (inclusive)</td> <td>50612224 - 50612246 (inclusive)</td> </tr> <tr> <td>Lot 1701 - Lot 1723 on SP 186322 (inclusive)</td> <td>50612247 - 50612269 (inclusive)</td> </tr> <tr> <td>Lot 1801 - Lot 1823 on SP 186322 (inclusive)</td> <td>50612270 - 50612292 (inclusive)</td> </tr> <tr> <td>Lot 1901 - Lot 1923 on SP 186322 (inclusive)</td> <td>50612293 - 50612315 (inclusive)</td> </tr> <tr> <td>Lot 2001 - Lot 2023 on SP 186322 (inclusive)</td> <td>50612316 - 50612338 (inclusive)</td> </tr> <tr> <td>Lot 2101 - Lot 2121 on SP 186322 (inclusive)</td> <td>50612339 - 50612359 (inclusive)</td> </tr> <tr> <td>Lot 2201 - Lot 2218 on SP 186322 (inclusive)</td> <td>50612360 - 50612377 (inclusive)</td> </tr> </tbody> </table>		Lot on Plan Description	Title Reference	Common Property of Silver Sea Resort And Spa Community Titles Scheme 35480	50611968	Lot 101 on SP 186322	50642831	Lot 102 on SP 186322	50611970	Lot 103 on SP 186322	50642832	Lot 201 on SP 186322	50611971	Lot 501 - Lot 522 on SP 186322 (inclusive)	50611972 - 50611993 (inclusive)	Lot 601 - Lot 623 on SP 186322 (inclusive)	50611994 - 50612016 (inclusive)	Lot 701 - Lot 723 on SP 186322 (inclusive)	50612017 - 50612039 (inclusive)	Lot 801 - Lot 823 on SP 186322 (inclusive)	50612040 - 50612062 (inclusive)	Lot 901 - Lot 923 on SP 186322 (inclusive)	50612063 - 50612085 (inclusive)	Lot 1001 - Lot 1023 on SP 186322 (inclusive)	50612086 - 50612108 (inclusive)	Lot 1101 - Lot 1123 on SP 186322 (inclusive)	50612109 - 50612131 (inclusive)	Lot 1201 - Lot 1223 on SP 186322 (inclusive)	50612132 - 50612154 (inclusive)	Lot 1301 - Lot 1323 on SP 186322 (inclusive)	50612155 - 50612177 (inclusive)	Lot 1401 - Lot 1423 on SP 186322 (inclusive)	50612178 - 50612200 (inclusive)	Lot 1501 - Lot 1523 on SP 186322 (inclusive)	50612201 - 50612223 (inclusive)	Lot 1601 - Lot 1623 on SP 186322 (inclusive)	50612224 - 50612246 (inclusive)	Lot 1701 - Lot 1723 on SP 186322 (inclusive)	50612247 - 50612269 (inclusive)	Lot 1801 - Lot 1823 on SP 186322 (inclusive)	50612270 - 50612292 (inclusive)	Lot 1901 - Lot 1923 on SP 186322 (inclusive)	50612293 - 50612315 (inclusive)	Lot 2001 - Lot 2023 on SP 186322 (inclusive)	50612316 - 50612338 (inclusive)	Lot 2101 - Lot 2121 on SP 186322 (inclusive)	50612339 - 50612359 (inclusive)	Lot 2201 - Lot 2218 on SP 186322 (inclusive)	50612360 - 50612377 (inclusive)
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<b>5. Name and address of original owner</b> NOT APPLICABLE	<b>6. Reference to plan lodged with this statement (if applicable)</b> Not Applicable																																																
<b>7. New CMS exemption to planning body community management statement notation (if applicable*)</b> Insert exemption clause (if no exemption - insert 'N/A' or 'not applicable')  Not applicable pursuant to section 60(6) of the <i>Body Corporate and Community Management Act 1997</i> *If there is no exemption, a Form 18C must be deposited with the Request to record the CMS.																																																	
<b>8. Consent of body corporate</b>	See Form 20 - BCCM Execution																																																

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Titles Queensland website.

**BCCM EXECUTION /  
RELEVANT CERTIFICATE**

<b>1. Community Titles Scheme (CTS) Name</b>	<b>CTS Number</b>
Silver Sea Resort And Spa Community Titles Scheme	35480
<b>2. Module Type of BCCM Scheme</b>	<b>Instrument being executed (using this certificate)</b>
Accommodation Module	New CMS
<b>3. Execution by the Body Corporate for the above Scheme*</b>	
Signature 	Signature 
Signer Name <u>MATTHEW OSBORNE</u>	Signer Name <u>PAUL ROBERTS</u>
Signer Authority <u>Chairperson/Secretary of the Body Corporate Committee</u>	Signer Authority <u>Member of the Body Corporate Committee</u>
Entity (if applicable) <u>N/A</u>	Entity (if applicable) <u>N/A</u>
Execution Date <u>06/06/2025</u>	Execution Date <u>6/6/2025</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.

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**SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS**

Lot on Plan	Contribution	Interest
Lot 101 on SP 186322	27771	11064
Lot 102 on SP 186322	433	330
Lot 103 on SP 186322	2048	816
Lot 201 on SP 186322	11447	2750
Lot 501 on SP 186322	953	791
Lot 502 on SP 186322	428	315
Lot 503 on SP 186322	447	313
Lot 504 on SP 186322	447	311
Lot 505 on SP 186322	447	311
Lot 506 on SP 186322	447	311
Lot 507 on SP 186322	447	311
Lot 508 on SP 186322	447	311
Lot 509 on SP 186322	447	311
Lot 510 on SP 186322	447	311
Lot 511 on SP 186322	447	311
Lot 512 on SP 186322	447	311
Lot 513 on SP 186322	428	308
Lot 514 on SP 186322	428	306
Lot 515 on SP 186322	428	303
Lot 516 on SP 186322	428	305
Lot 517 on SP 186322	428	307
Lot 518 on SP 186322	428	307
Lot 519 on SP 186322	428	307
Lot 520 on SP 186322	428	307
Lot 521 on SP 186322	428	307
Lot 522 on SP 186322	428	307
Lot 601 on SP 186322	525	483
Lot 602 on SP 186322	428	321
Lot 603 on SP 186322	428	318
Lot 604 on SP 186322	428	316
Lot 605 on SP 186322	428	314
Lot 606 on SP 186322	428	314
Lot 607 on SP 186322	428	314
Lot 608 on SP 186322	428	314
Lot 609 on SP 186322	428	314
Lot 610 on SP 186322	428	314
Lot 611 on SP 186322	428	314
Lot 612 on SP 186322	428	314
Lot 613 on SP 186322	428	314
Lot 614 on SP 186322	428	312
Lot 615 on SP 186322	428	310

Lot on Plan	Contribution	Interest
Lot 616 on SP 186322	428	306
Lot 617 on SP 186322	428	308
Lot 618 on SP 186322	428	311
Lot 619 on SP 186322	428	311
Lot 620 on SP 186322	428	311
Lot 621 on SP 186322	428	311
Lot 622 on SP 186322	428	311
Lot 623 on SP 186322	428	311
Lot 701 on SP 186322	525	487
Lot 702 on SP 186322	428	324
Lot 703 on SP 186322	428	322
Lot 704 on SP 186322	428	319
Lot 705 on SP 186322	428	317
Lot 706 on SP 186322	428	317
Lot 707 on SP 186322	428	308
Lot 708 on SP 186322	428	317
Lot 709 on SP 186322	428	317
Lot 710 on SP 186322	428	317
Lot 711 on SP 186322	428	317
Lot 712 on SP 186322	428	317
Lot 713 on SP 186322	428	317
Lot 714 on SP 186322	428	315
Lot 715 on SP 186322	428	313
Lot 716 on SP 186322	428	310
Lot 717 on SP 186322	428	312
Lot 718 on SP 186322	428	314
Lot 719 on SP 186322	428	314
Lot 720 on SP 186322	428	303
Lot 721 on SP 186322	428	314
Lot 722 on SP 186322	428	314
Lot 723 on SP 186322	428	314
Lot 801 on SP 186322	525	490
Lot 802 on SP 186322	428	327
Lot 803 on SP 186322	428	325
Lot 804 on SP 186322	428	323
Lot 805 on SP 186322	428	321
Lot 806 on SP 186322	428	321
Lot 807 on SP 186322	428	312
Lot 808 on SP 186322	428	321
Lot 809 on SP 186322	428	321
Lot 810 on SP 186322	428	321
Lot 811 on SP 186322	428	321

Lot on Plan	Contribution	Interest
Lot 812 on SP 186322	428	321
Lot 813 on SP 186322	428	321
Lot 814 on SP 186322	428	318
Lot 815 on SP 186322	428	316
Lot 816 on SP 186322	428	313
Lot 817 on SP 186322	428	315
Lot 818 on SP 186322	428	317
Lot 819 on SP 186322	428	317
Lot 820 on SP 186322	428	306
Lot 821 on SP 186322	428	317
Lot 822 on SP 186322	428	317
Lot 823 on SP 186322	428	317
Lot 901 on SP 186322	525	493
Lot 902 on SP 186322	428	330
Lot 903 on SP 186322	428	328
Lot 904 on SP 186322	428	326
Lot 905 on SP 186322	428	324
Lot 906 on SP 186322	428	324
Lot 907 on SP 186322	428	315
Lot 908 on SP 186322	428	324
Lot 909 on SP 186322	428	324
Lot 910 on SP 186322	428	324
Lot 911 on SP 186322	428	324
Lot 912 on SP 186322	428	324
Lot 913 on SP 186322	428	324
Lot 914 on SP 186322	428	322
Lot 915 on SP 186322	428	319
Lot 916 on SP 186322	428	316
Lot 917 on SP 186322	428	318
Lot 918 on SP 186322	428	321
Lot 919 on SP 186322	428	321
Lot 920 on SP 186322	428	310
Lot 921 on SP 186322	428	321
Lot 922 on SP 186322	428	321
Lot 923 on SP 186322	428	321
Lot 1001 on SP 186322	525	497
Lot 1002 on SP 186322	428	334
Lot 1003 on SP 186322	428	332
Lot 1004 on SP 186322	428	329
Lot 1005 on SP 186322	428	327
Lot 1006 on SP 186322	428	327
Lot 1007 on SP 186322	428	318

Title Reference 50611968

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Lot on Plan	Contribution	Interest
Lot 1008 on SP 186322	428	327
Lot 1009 on SP 186322	428	327
Lot 1010 on SP 186322	428	327
Lot 1011 on SP 186322	428	327
Lot 1012 on SP 186322	428	327
Lot 1013 on SP 186322	428	327
Lot 1014 on SP 186322	428	325
Lot 1015 on SP 186322	428	323
Lot 1016 on SP 186322	428	319
Lot 1017 on SP 186322	428	322
Lot 1018 on SP 186322	428	324
Lot 1019 on SP 186322	428	324
Lot 1020 on SP 186322	428	313
Lot 1021 on SP 186322	428	324
Lot 1022 on SP 186322	428	324
Lot 1023 on SP 186322	428	324
Lot 1101 on SP 186322	525	500
Lot 1102 on SP 186322	428	337
Lot 1103 on SP 186322	428	335
Lot 1104 on SP 186322	428	333
Lot 1105 on SP 186322	428	330
Lot 1106 on SP 186322	428	330
Lot 1107 on SP 186322	428	322
Lot 1108 on SP 186322	428	330
Lot 1109 on SP 186322	428	330
Lot 1110 on SP 186322	428	330
Lot 1111 on SP 186322	428	330
Lot 1112 on SP 186322	428	330
Lot 1113 on SP 186322	428	330
Lot 1114 on SP 186322	428	328
Lot 1115 on SP 186322	428	326
Lot 1116 on SP 186322	428	323
Lot 1117 on SP 186322	428	325
Lot 1118 on SP 186322	428	327
Lot 1119 on SP 186322	428	327
Lot 1120 on SP 186322	428	316
Lot 1121 on SP 186322	428	327
Lot 1122 on SP 186322	428	327
Lot 1123 on SP 186322	428	327
Lot 1201 on SP 186322	525	503
Lot 1202 on SP 186322	428	340
Lot 1203 on SP 186322	428	338



Lot on Plan	Contribution	Interest
Lot 1204 on SP 186322	428	336
Lot 1205 on SP 186322	428	334
Lot 1206 on SP 186322	428	334
Lot 1207 on SP 186322	428	325
Lot 1208 on SP 186322	428	334
Lot 1209 on SP 186322	428	334
Lot 1210 on SP 186322	428	334
Lot 1211 on SP 186322	428	334
Lot 1212 on SP 186322	428	334
Lot 1213 on SP 186322	428	334
Lot 1214 on SP 186322	428	332
Lot 1215 on SP 186322	428	329
Lot 1216 on SP 186322	428	326
Lot 1217 on SP 186322	428	328
Lot 1218 on SP 186322	428	330
Lot 1219 on SP 186322	428	330
Lot 1220 on SP 186322	428	319
Lot 1221 on SP 186322	428	330
Lot 1222 on SP 186322	428	330
Lot 1223 on SP 186322	428	330
Lot 1301 on SP 186322	525	506
Lot 1302 on SP 186322	428	344
Lot 1303 on SP 186322	428	341
Lot 1304 on SP 186322	428	339
Lot 1305 on SP 186322	428	337
Lot 1306 on SP 186322	428	337
Lot 1307 on SP 186322	428	328
Lot 1308 on SP 186322	428	337
Lot 1309 on SP 186322	428	337
Lot 1310 on SP 186322	428	337
Lot 1311 on SP 186322	428	337
Lot 1312 on SP 186322	428	337
Lot 1313 on SP 186322	428	337
Lot 1314 on SP 186322	428	335
Lot 1315 on SP 186322	428	333
Lot 1316 on SP 186322	428	329
Lot 1317 on SP 186322	428	332
Lot 1318 on SP 186322	428	334
Lot 1319 on SP 186322	428	334
Lot 1320 on SP 186322	428	323
Lot 1321 on SP 186322	428	334
Lot 1322 on SP 186322	428	334

Lot on Plan	Contribution	Interest
Lot 1323 on SP 186322	428	334
Lot 1401 on SP 186322	525	510
Lot 1402 on SP 186322	428	347
Lot 1403 on SP 186322	428	345
Lot 1404 on SP 186322	428	343
Lot 1405 on SP 186322	428	340
Lot 1406 on SP 186322	428	340
Lot 1407 on SP 186322	428	332
Lot 1408 on SP 186322	428	340
Lot 1409 on SP 186322	428	340
Lot 1410 on SP 186322	428	340
Lot 1411 on SP 186322	428	340
Lot 1412 on SP 186322	428	340
Lot 1413 on SP 186322	428	340
Lot 1414 on SP 186322	428	338
Lot 1415 on SP 186322	428	336
Lot 1416 on SP 186322	428	333
Lot 1417 on SP 186322	428	335
Lot 1418 on SP 186322	428	337
Lot 1419 on SP 186322	428	337
Lot 1420 on SP 186322	428	326
Lot 1421 on SP 186322	428	337
Lot 1422 on SP 186322	428	337
Lot 1423 on SP 186322	428	337
Lot 1501 on SP 186322	525	513
Lot 1502 on SP 186322	428	350
Lot 1503 on SP 186322	428	348
Lot 1504 on SP 186322	428	346
Lot 1505 on SP 186322	428	344
Lot 1506 on SP 186322	428	335
Lot 1507 on SP 186322	428	344
Lot 1508 on SP 186322	428	344
Lot 1509 on SP 186322	428	344
Lot 1510 on SP 186322	428	344
Lot 1511 on SP 186322	428	344
Lot 1512 on SP 186322	428	344
Lot 1513 on SP 186322	428	341
Lot 1514 on SP 186322	428	339
Lot 1515 on SP 186322	428	336
Lot 1516 on SP 186322	428	338
Lot 1517 on SP 186322	428	340
Lot 1518 on SP 186322	428	340

Lot on Plan	Contribution	Interest
Lot 1519 on SP 186322	428	329
Lot 1520 on SP 186322	428	340
Lot 1521 on SP 186322	428	340
Lot 1522 on SP 186322	428	340
Lot 1523 on SP 186322	428	516
Lot 1601 on SP 186322	525	354
Lot 1602 on SP 186322	428	351
Lot 1603 on SP 186322	428	349
Lot 1604 on SP 186322	428	347
Lot 1605 on SP 186322	428	347
Lot 1606 on SP 186322	428	338
Lot 1607 on SP 186322	428	347
Lot 1608 on SP 186322	428	347
Lot 1609 on SP 186322	428	347
Lot 1610 on SP 186322	428	347
Lot 1611 on SP 186322	428	347
Lot 1612 on SP 186322	428	347
Lot 1613 on SP 186322	428	347
Lot 1614 on SP 186322	428	345
Lot 1615 on SP 186322	428	343
Lot 1616 on SP 186322	428	339
Lot 1617 on SP 186322	428	341
Lot 1618 on SP 186322	428	344
Lot 1619 on SP 186322	428	344
Lot 1620 on SP 186322	428	344
Lot 1621 on SP 186322	428	344
Lot 1622 on SP 186322	428	344
Lot 1623 on SP 186322	428	344
Lot 1701 on SP 186322	525	520
Lot 1702 on SP 186322	428	357
Lot 1703 on SP 186322	428	355
Lot 1704 on SP 186322	428	352
Lot 1705 on SP 186322	428	350
Lot 1706 on SP 186322	428	350
Lot 1707 on SP 186322	428	341
Lot 1708 on SP 186322	428	350
Lot 1709 on SP 186322	428	350
Lot 1710 on SP 186322	428	350
Lot 1711 on SP 186322	428	350
Lot 1712 on SP 186322	428	350
Lot 1713 on SP 186322	428	350
Lot 1714 on SP 186322	428	348

Lot on Plan	Contribution	Interest
Lot 1715 on SP 186322	428	346
Lot 1716 on SP 186322	428	343
Lot 1717 on SP 186322	428	345
Lot 1718 on SP 186322	428	347
Lot 1719 on SP 186322	428	347
Lot 1720 on SP 186322	428	336
Lot 1721 on SP 186322	428	347
Lot 1722 on SP 186322	428	347
Lot 1723 on SP 186322	428	347
Lot 1801 on SP 186322	525	523
Lot 1802 on SP 186322	428	360
Lot 1803 on SP 186322	428	358
Lot 1804 on SP 186322	428	356
Lot 1805 on SP 186322	428	354
Lot 1806 on SP 186322	428	354
Lot 1807 on SP 186322	428	345
Lot 1808 on SP 186322	428	354
Lot 1809 on SP 186322	428	354
Lot 1810 on SP 186322	428	354
Lot 1811 on SP 186322	428	354
Lot 1812 on SP 186322	428	354
Lot 1813 on SP 186322	428	354
Lot 1814 on SP 186322	428	351
Lot 1815 on SP 186322	428	349
Lot 1816 on SP 186322	428	346
Lot 1817 on SP 186322	428	348
Lot 1818 on SP 186322	428	350
Lot 1819 on SP 186322	428	350
Lot 1820 on SP 186322	428	339
Lot 1821 on SP 186322	428	350
Lot 1822 on SP 186322	428	350
Lot 1823 on SP 186322	428	350
Lot 1901 on SP 186322	525	537
Lot 1902 on SP 186322	428	374
Lot 1903 on SP 186322	428	372
Lot 1904 on SP 186322	428	370
Lot 1905 on SP 186322	428	368
Lot 1906 on SP 186322	428	368
Lot 1907 on SP 186322	428	359
Lot 1908 on SP 186322	428	368
Lot 1909 on SP 186322	428	368
Lot 1910 on SP 186322	428	368

Lot on Plan	Contribution	Interest
Lot 1911 on SP 186322	428	368
Lot 1912 on SP 186322	428	368
Lot 1913 on SP 186322	428	368
Lot 1914 on SP 186322	428	366
Lot 1915 on SP 186322	428	363
Lot 1916 on SP 186322	428	360
Lot 1917 on SP 186322	428	362
Lot 1918 on SP 186322	428	365
Lot 1919 on SP 186322	428	365
Lot 1920 on SP 186322	428	354
Lot 1921 on SP 186322	428	365
Lot 1922 on SP 186322	428	365
Lot 1923 on SP 186322	428	365
Lot 2001 on SP 186322	525	541
Lot 2002 on SP 186322	428	378
Lot 2003 on SP 186322	428	376
Lot 2004 on SP 186322	428	373
Lot 2005 on SP 186322	428	371
Lot 2006 on SP 186322	428	371
Lot 2007 on SP 186322	428	362
Lot 2008 on SP 186322	428	371
Lot 2009 on SP 186322	428	371
Lot 2010 on SP 186322	428	371
Lot 2011 on SP 186322	428	371
Lot 2012 on SP 186322	428	371
Lot 2013 on SP 186322	428	371
Lot 2014 on SP 186322	428	369
Lot 2015 on SP 186322	428	367
Lot 2016 on SP 186322	428	363
Lot 2017 on SP 186322	428	366
Lot 2018 on SP 186322	428	368
Lot 2019 on SP 186322	428	368
Lot 2020 on SP 186322	428	357
Lot 2021 on SP 186322	428	368
Lot 2022 on SP 186322	428	368
Lot 2023 on SP 186322	428	368
Lot 2101 on SP 186322	525	537
Lot 2102 on SP 186322	856	738
Lot 2103 on SP 186322	428	366
Lot 2104 on SP 186322	428	366
Lot 2105 on SP 186322	428	366
Lot 2106 on SP 186322	428	366

Lot on Plan	Contribution	Interest
Lot 2107 on SP 186322	428	366
Lot 2108 on SP 186322	428	366
Lot 2109 on SP 186322	428	366
Lot 2110 on SP 186322	428	366
Lot 2111 on SP 186322	428	366
Lot 2112 on SP 186322	428	366
Lot 2113 on SP 186322	856	724
Lot 2114 on SP 186322	428	350
Lot 2115 on SP 186322	428	356
Lot 2116 on SP 186322	428	357
Lot 2117 on SP 186322	428	360
Lot 2118 on SP 186322	428	360
Lot 2119 on SP 186322	428	361
Lot 2120 on SP 186322	428	361
Lot 2121 on SP 186322	428	362
Lot 2201 on SP 186322	1381	1282
Lot 2202 on SP 186322	428	371
Lot 2203 on SP 186322	428	369
Lot 2204 on SP 186322	428	369
Lot 2205 on SP 186322	428	369
Lot 2206 on SP 186322	428	369
Lot 2207 on SP 186322	428	369
Lot 2208 on SP 186322	428	369
Lot 2209 on SP 186322	428	369
Lot 2210 on SP 186322	428	369
Lot 2211 on SP 186322	428	369
Lot 2212 on SP 186322	1381	1446
Lot 2213 on SP 186322	428	360
Lot 2214 on SP 186322	428	364
Lot 2215 on SP 186322	428	364
Lot 2216 on SP 186322	428	364
Lot 2217 on SP 186322	428	364
Lot 2218 on SP 186322	428	364
<b>TOTALS</b>	<b>220496</b>	<b>158044</b>

**EXPLANATION OF WHY CONTRIBUTION SCHEDULE LOT ENTITLEMENTS FOR EACH LOT ARE NOT EQUAL**

- The Contribution Schedule Lot Entitlements (CSLE) for the Scheme are not equal. As required by Section 46(8) of the Body Corporate and Community Management Act 1997, the CSLE for the Scheme have been calculated having regard to:
  - how the scheme is structured;
  - the nature, features and characteristics of lots included in the scheme; and
  - the purposes for which the lots are used.
- On the basis of these factors it is just and equitable for the CSLE of lots in the Scheme to not be equal.

**Structure of the Scheme**

3. The Scheme is not part of a layered scheme and does not have a mixed use lot, therefore the structure of the scheme does not affect the CSLE.
4. However, different lots in the scheme utilise Common Property to a greater extent depending upon their location in the Scheme. The differences in the CSLE have been calculated taking into account the different use of Common Property by lots.

**Nature, Features and Characteristics of the Lots in the Scheme**

5. The lots in the Scheme were created by building format plans and the Body Corporate is responsible for the repair and maintenance of Common Property within the Scheme. This includes the recreational facilities, foyers, lifts, external walls and windows, roof, utility infrastructure and utility services. In allocating the CSLE the following features or characteristics of lots in the Scheme increase the burden that the lot places on the Body Corporate expenditure for the maintenance, cleaning and repair of the Common Property on the following basis (and therefore partially account for the variation of CSLE between lots in the scheme):
  - (a) the floor area. The larger the lot the greater demand on support and shelter costs and central air-conditioning costs. These costs are apportioned on floor area of the lot;
  - (b) not all lots are expected to have the same number of occupants. Larger lots that can cater for a greater number of occupants have the potential to place a greater demand on the Common Property (and therefore the costs and expenses of the Body Corporate).
6. Expenses that benefit all lots equally have been shared between the lots equally. Expenses that are caused by the size of the lot have been shared according to the size of the lot. Expenses that benefit only certain lots have been shared according to that benefit.

**The Purpose for which the lots are used**

7. Each of the lots in the Scheme (except Lots 101, 102 and 201) are used for temporary accommodation of tourist purposes and consequently this fact or does not contribute to any differences in the CSLE.

<b>SCHEDULE B</b>	<b>EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND</b>
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**1. Further Development**

- 1.1 One or more lots in this scheme may be subdivided into one or more further lots. One or more lots in the scheme may be amalgamated.
- 1.2 Additional land may be added to the Scheme Land (whether as Common Property or a lot) and such additional land may be further subdivided into one or more lots and/or one or more lots and Common Property.
- 1.3 Land may be excised from the Scheme Land (whether Common Property or all or part of a lot).
- 1.4 Common Property may be converted into a lot or all or part of a lot may be converted into Common Property.
- 1.5 Without limitation:
  - (a) additional Common property may be created by the transfer of land from lot 2 on SP 180107 to the Common Property generally in accordance with the area shown hatched on the concepts plan attached to this community management statement identified as "Concept Plan"; and

- (b) the additional Common Property referred to in paragraph (a) may be transferred to an amalgamated with lot 103 on SP 197175 to create a new lot.

## 2. Future Allocations

- 2.1 The Original Owner may allocate as exclusive use areas parts of Common Property of the scheme to any lot in the scheme for any lawful purpose including carparking, storage, yard, terrace or garden areas. Allocations may be made in any stage of the scheme. If this is done the Body Corporate will consent to any new community management statement required to perfect the allocation.
- 2.2 The Original Owner may allocate to lots in the scheme special rights over Common Property for any lawful purpose or occupation authorities over Common Property in the Original Owner's discretion. Allocations may be made in any stage of the scheme. The Body Corporate will consent to any new community management statement required to perfect the allocation of special rights areas.

## 3. Common Property

- 3.1 The Original Owner reserves the right to excise Common Property from the Scheme Land and/or to add Common Property to the Scheme Land. Where this occurs the Body Corporate will execute all documentation necessary to complete the necessary dealing including:
  - (a) the transfer of land to or from the Body Corporate for the scheme;
  - (b) a survey plan(s);
  - (c) a new community management statement and a request to record a new community management statement; and
  - (d) any certificates required under any Act or any regulation.
- 3.2 The Original Owner may:
  - (a) alter the Common Property and improvements on the Common Property;
  - (b) make new improvements to the Common Property or alter existing improvements to the Common Property; or
  - (c) refurbish the Common Property or refurbish improvements to the Common Property.
- 3.3 The Original Owner need not obtain the consent of the Body Corporate to any works undertaken pursuant to clause 3.2 provided such works are undertaken at the sole cost of the Original Owner.
- 3.4 The Body Corporate will, within 7 days of receipt from the Original Owner, sign and return to the Original Owner any consent or other document required to be signed by the Body Corporate to obtain an approval from a relevant body or authority to carry out such works.

## 4. Lot Entitlements

- 4.1 Any new lots shall have an interest schedule lot entitlement and contribution schedule lot entitlement that is reasonably required by the Original Owner provided that any lots which are created by an amalgamation of two or more lots will have a contribution schedule lot entitlement and an interest schedule lot entitlement equal to the aggregate of the previous lots (as appropriate).
- 4.2 The Body Corporate will execute any new community management statement and request to record a new community management statement upon the adjustment of the contribution schedule lot entitlements or interest schedule lot entitlements.

## 5. Reservations

- 5.1 The Original Owner reserves the right for any reason:
  - (a) to develop a lesser or greater number of lots in the scheme;



- (b) to create subsidiary schemes out of any lot in the scheme;
- (c) not to proceed with any stage of the scheme or to add any number of additional stages made up of lots and Common Property to the scheme;
- (d) to develop further stages in any order;
- (e) to add land to the Scheme Land (whether as Common Property or a lot) or to excise land from the Scheme Land (whether Common Property or all or part of a lot); or
- (f) to convert any Common Property in to a lot or to convert all or part of a lot into Common Property.

5.2 The Body Corporate for the scheme will execute a new community management statement and a request to record a new community management statement and all other necessary documentation to perfect the dealing referred to in this clause 7.

5.3 Any plan and lot numbers referred to in this Schedule B may change.

#### **6. New Community Management Statement**

6.1 Without limiting anything in this community management statement, a new community management statement for the scheme will be recorded to implement the further development of the scheme or a subsidiary scheme including the following:

- (a) the creation of lots and/or Common Property within the scheme;
- (b) to adjust the interest and contribution schedule lot entitlements of lots in the scheme;
- (c) to adjust or create exclusive use areas and amend the by-laws for the scheme;
- (d) to adjust the references to Scheme Land;
- (e) to add or excise land from the Scheme Land; and
- (f) to allow for the further development of lots in the scheme or alternative development of the scheme.

6.2 Each new community management statement will differ from the existing statement to the extent necessary for the implementation of the development contemplated under this Schedule B.

#### **7. Powers**

7.1 To facilitate the development of the Scheme Land as set out in this Schedule B, the Body Corporate may:

- (a) grant to the Original Owner or any other person nominated by the Original Owner a lease, licence, easement or other occupation right over all or part of the Common Property of the scheme on terms determined by the Original Owner; and/or
- (b) accept a lease, licence, easement or other occupation right over any land owned by any other person within the Scheme Land or adjoining or near the Scheme Land; and/or
- (c) enter into any agreement with the Original Owner granting to the Original Owner (or any entity nominated by it) rights to progressively develop the Scheme, carry out works to alter or make improvements to the Common Property; and/or
- (d) enter into and execute any building management statement or any amendment of a building management statement or extinguishment of a building management statement.

7.2 The Body Corporate will execute any documentation determined by the Original Owner to give effect to the lease, licence, easement or other occupation right.

#### **8. Original Owner**

In this Schedule B "Original Owner" means Seasilver Hotels Pty Limited ACN 116 758 279, its successors or assigns and without limitation, includes any owner of a balance development lot.

<b>SCHEDULE C</b>	<b>BY-LAWS</b>
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**1. Obstruction**

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

**2. Damage to Lawns etc. on Common Property**

2.1 An Owner or Occupier must not, without the Committee's prior written approval:

- (a) damage, alter or modify a lawn, garden, tree, shrub, plant or flower on the Common Property; or
- (b) use a part of the Common Property as a garden.

2.2 An approval under this by-law must state the period for which it is given.

2.3 The Committee acting reasonably may cancel the approval by giving 7 days written notice to the relevant Owner or Occupier.

**3. Damage to Common Property**

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

This by-law does not prevent an Owner or Occupier, or their authorised person from installing any locking or other safety device for protection of the Lot against intruders, subject to by-laws 3.2, 3.3 and 3.4, provided that the locking or other safety device, or as the case may be, screen or other device:

- (a) is constructed in a workmanlike manner;
- (b) complies with all relevant regulations and standards (including, but not limited to, fire safety, work health and safety);
- (c) does not compromise or interfere with the obligation upon the Body Corporate to obtain a compliance certificate with respect to all fire doors within the Scheme Land;
- (d) is maintained in a state of good repair by the Owner or Occupier; and
- (e) does not detract from the amenity of the building.

3.2 The front door of a Lot is Common Property and is a fire door, accordingly any lock, safety device, screen or spy hole must not be replaced or installed without the prior written approval of the Committee.

3.3 If an Owner or Occupier installs a lock, safety device, screen or spy hole which does compromise or interfere with the Body Corporate's ability to obtain a compliance certificate with respect to any and all fire doors within the Scheme Land, then the Owner and/or Occupier will be directed to reinstate the fire door and Common Property to its original condition.

3.4 An Owner, an Occupier or their contractor shall not install a security camera on Common Property or attached to a fire door, without the prior written approval of the Committee.

- 3.5 Any approval in this by-law can be revoked by the Committee or the Body Corporate acting reasonably by giving 14 days written notice to the relevant Owner or Occupier.

#### **5. Recreational Facilities**

- 5.1 Unless the prior written approval of the Committee has been obtained, the Recreational Facilities shall not be used between the hours of 10:00pm and 6:00am.
- 5.2 Invitees of an Occupier may not use any of the Recreational Facilities unless an Occupier accompanies them.
- 5.3 Children under the age of 13 must be accompanied by an adult Occupier exercising effective control over them in the Recreational Facilities.
- 5.4 Occupiers and Invitees must exercise caution at all times when using the Recreational Facilities.
- 5.5 Occupiers and Invitees must be suitably attired when using the Recreational Facilities.
- 5.6 Food, glass, breakable items and pets must not be brought into the swimming pool area, subject to by-law 45.2.
- 5.7 Alcoholic beverages must not be consumed in or around the swimming pool, subject to by-law 45.2.
- 5.8 No objects, other than swimming aid flotation devices, are permitted in the swimming pool.
- 5.9 The gates to the swimming pool must be closed immediately after entry or exit.
- 5.10 An Owner, Occupier or Invitee must not operate, adjust or interfere with the operation of any equipment associated with the swimming pool, without the prior written approval of the Committee.
- 5.11 An Owner, Occupier or Invitee must not add any chemical or substances to the swimming pool without the prior written approval of the Committee.
- 5.12 Owners, Occupiers and their Invitees must comply with any lawful direction given to them by the Committee in relation to the above by-laws.
- 5.13 An Owner must not use the Recreational Facilities unless it is in residence at the Scheme.

#### **6. Instructions to Contractors etc.**

- 6.1 Without the prior written approval of the Committee, an Owner or Occupier must not directly or indirectly instruct any person retained by the Body Corporate.
- 6.2 An Owner or Occupier must not harass, interfere with or obstruct any person retained by the Body Corporate from performing its duties or exercising its rights to Common Property.

#### **7. Depositing Rubbish etc. on Common Property**

An Owner or Occupier must not deposit or throw upon the Common Property or another Lot any rubbish, dirt, dust or other material likely to unreasonably interfere with the peaceful enjoyment of a person lawfully on another Lot or using the Common Property.

#### **8. Appearance of Buildings and Signs**

- 8.1 An Owner or Occupier must not, without the prior written approval of the Committee:
- (a) display a sign, resale sign, advertisement, placard, banner, pamphlet or similar article if the article is visible from another lot, the Common Property or from outside the Scheme Land;
  - (b) hang washing, towels, bedding or other articles in such a way as to be visible from another lot, the Common Property or from outside the Scheme Land; or
  - (c) hang Window Coverings visible from another lot, the Common Property or outside the Scheme Land unless the Window Covering has a white backing to present a standard appearance for the Scheme.

**9. Inflammable Liquids, Chemicals, Gases or Other Materials**

- 9.1 Owners and Occupiers may store or use normal quantities of household substances for cleaning and/or personal hygiene within a Lot.
- 9.2 Subject to by-law 9.1, Owners and Occupiers must not keep on a Lot, or bring upon the Scheme Land, any substance, liquid, chemical or other materials that increases or may increase the rate of insurance for the Scheme Land, or which conflicts with any insurance policy of the Body Corporate, unless given prior written approval by the Committee.
- 9.3 Flammable liquids, chemicals or other dangerous substances that are approved by the Committee are to be stored in containers that comply with Australian standards.
- 9.4 Owners and Occupiers shall not maintain or operate anywhere within a Lot a barbeque (being gas, electric or any other kind).
- 9.5 This by-law does not apply to:
  - (a) the storage of fuel in the fuel tank of a Vehicle or a tank kept on a Vehicle in which the fuel is stored under the requirements of law regulating the storage of flammable liquids; or
  - (b) gas tanks that comply with Australian standards being stored on Lots.

**10. Keeping of Animals**

- 10.1 An Owner or Occupier must not bring onto or keep any animal on the Scheme Land, unless they have obtained the prior written approval of the Committee.
- 10.2 An Owner or Occupier must not permit an Invitee to bring an animal on the Scheme Land, unless the Owner or Occupier obtains the prior written approval of the Committee.
- 10.3 If written approval has been given by the Committee to keep or bring an animal on the Scheme Land, the Owner or Occupier responsible for the animal may be required by the Committee to comply with some or all of the following (to the extent applicable):
  - (a) keep the animal within the Lot while it is present on the Scheme Land except when the animal is being brought onto or taken off the Scheme Land, at which time the animal must be carried, transported in a pet carrier or otherwise appropriately restrained;
  - (b) not allow the animal to roam on Common Property or into other Lots;
  - (c) not bring the animal into the swimming pool or swimming pool area;
  - (d) ensure that the animal wears an identification tag clearly showing the relevant Owner or Occupier's details including their name, address and telephone number;
  - (e) take all reasonable steps to ensure the animal does not defecate or cause any mess on Common Property, and if it does, clean it up immediately using an enzymatic cleaner designed for neutralising odours (not household detergent);
  - (f) ensure that any animal litter or waste is promptly and effectively disposed of, including that any waste put in Scheme garbage bins is double bagged to avoid spillage or noxious odours;
  - (g) take reasonable steps to ensure the animal does not make noise, or otherwise cause a nuisance, that would interfere unreasonably with any person's use or enjoyment of another Lot or Common Property;
  - (h) take reasonable steps to minimise the transmission of airborne allergens by regular vacuuming of the Lot and grooming of the animal;
  - (i) ensure the animal complies with all Gold Coast City Council regulations (where applicable) and provide evidence of registration if requested by the Committee;

- (j) ensure the animal is kept in good health and is free from fleas and parasites;
- (k) not allow or authorise the keeping of any additional, replacement or substitute animals in the Lot that have not been approved by the Committee;
- (l) comply with any other reasonable conditions specified by the Committee.

10.4 This by-law does not apply to:

- (a) a person who has the right to be accompanied by a guide, hearing or assistance dog under the Guide, Hearing and Assistance Dogs Act 2009; and
- (b) fish.

10.5 The Committee is entitled to rescind permission for the animal by written notice if it reasonably considers that the Occupier has not complied with the conditions of approval and has failed to respond appropriately to a warning about the Committee's concerns. The Occupier must remove the animal from the complex within 21 days of the date of the written notice.

#### 11. Auction Sales

An Owner or Occupier must not permit any auction or garage sale to be conducted or to take place in a Lot or the Common Property without the prior written approval of the Committee.

#### 12. Nuisance

12.1 The Owner or Occupier must not use, or permit the use of, the Lot or the Common Property in a way that—

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

12.2 Owners and Occupiers must ensure that:

- (a) Invitees leaving after 11pm leave quietly;
- (b) when leaving or returning to their Lots late at night or early in the morning, they do so with minimum noise; and
- (c) they take all reasonable steps to minimise annoyance to another person caused by unavoidable noise, including closing all doors and windows of their Lot.

#### 13. Infectious Diseases

In the event of any infectious disease affecting any person in any Lot which may require notification by virtue of any statute, regulation or ordinance, the Occupier shall give or cause to be given, written notice and any other information which may be required to the Committee.

#### 14. Structural Alterations to the Interior of Lots

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

- (a) make a change to the Common Property;
- (b) the external appearance of a Lot; or
- (c) make any structural alterations to the interior of a Lot.

('Proposed Works')

- 14.2 The Committee, pursuant to the Regulation, may give approval to Minor Improvements subject to such conditions the Committee deems appropriate.
- 14.3 If the Proposed Works are other than a Minor Improvement, a structural alteration to the interior of a Lot, then the Body Corporate's authorisation must be obtained at a general meeting.
- 14.4 The Owner or Occupier seeking approval for any Proposed Works must submit an application accompanied by any necessary scope of works, plans and approvals (such as Council approval) and any expert opinion to the Committee.
- 14.5 An approval to conduct Proposed Works given under this by-law may be given on such conditions as the Committee consider appropriate and reasonable in the circumstances to ensure that the Proposed Works:
- (a) do not affect the visual amenity of the Scheme Land;
  - (b) do not adversely affect any structural elements of the Scheme Land;
  - (c) does not compromise the safety of person or property within the Scheme;
  - (d) do not affect the Body Corporate's insurance; and
  - (e) are not likely to promote a breach of the Act or these by-laws.
- 14.6 All Proposed Works are to be carried out by suitably qualified, licenses and insured tradespeople. A current and original certificate of currency for each tradesperson, and evidence of appropriate insurance if applicable, is to be provided to the Committee before the commencement of any work if reasonably requested by the Committee.
- 14.7 All Proposed Works are to be carried out in compliance with the Work Health and Safety Regulations and all relevant Australian Standards.
- 14.8 Jack hammering and construction noise is only permitted between the hours of 9am and 5pm, Monday to Friday (excluding Public Holidays), without the prior written approval of the Committee.
- 14.9 An Owner or Occupier granted approval to undertake Proposed Works under this by-law must provide to the Committee a notice that can be distributed to the other Owners and Occupiers within the Scheme regarding the scope, likely impact on others and duration of the Proposed Works, if requested to do so by the Committee.
- 14.10 Machine cutting of tiles, aluminium sheeting or extrusion, or metallic, stone, marble, etc. is not permitted on Common Property without the Committee's approval.
- 14.11 Tools and machinery must not be washed down on Common Property, without the prior written approval of the Committee.
- 14.12 Any Common Property affected by the Proposed Works is to be cleaned as and when necessary and is to be left in a clean state at the end of each day unless prior written approval of the Committee has been received.
- 14.13 Unless parked within a Lot, tradespeople are to use only parking spaces allocated by the Committee.
- 14.14 Trade waste is not to be placed in the Body Corporate's garbage bins.
- 14.15 Any required skip bin must be placed where directed by the Committee.
- 14.16 Certification is to be received from the builder or relevant tradesperson at the completion of the Proposed Works stating that the works conform to any plans approved by the Council and complied with all conditions imposed by the Committee (if applicable).
- 14.17 Owners and Occupiers must take reasonable steps to enforce the Committee's directions at all times in relation to these requirements.

**15. Hard Flooring**

- 15.1 An Owner or Occupier must not remove floor coverings or replace floor coverings with a different type of floor covering, except with the Committee's prior written approval. The purpose of this by-law is to ensure that an appropriate standard of sound proofing is maintained.
- 15.2 Where the Committee grants approval for hard flooring to be installed, the Owner must ensure that:
- (a) the resultant noise level produced in the room under the hard flooring complies with a 4 star rating of the Association of Australasian Acoustical Consultants ('AAAC') regarding impact noise transmission in apartment buildings ('Standard');
  - (b) obtain and provide to the Committee, a test to measure the impact of the noise transmission of the completed hard flooring at their own expense;
  - (c) if the impact noise transmission of the completed hard flooring does not meet the Standard, the Owner must remove the hard flooring and/or undertake additional works in order to comply with the Standard, at their own expense, within two months of the AAAC test result;
  - (d) upon completion of any works, provide the Committee with a new test report within 30 days to show that the flooring is compliant with the Standard;
  - (e) works are not finished until the works comply with the Standard; and
  - (f) they adhere to any other reasonable conditions specified by the Committee in order to reduce noise being transmitted from the Lot.
- 15.3 The granting of any approval by the Committee does not in any way relieve an Owner or Occupier of their responsibility under any other by-laws.

**16. Fire Control**

- 16.1 An Owner or Occupier must not operate, adjust or interfere with the operation of any fire safety equipment, except in the case of an emergency, and must not obstruct any fire stairs or fire escape.
- 16.2 An Owner must:
- (a) consult with any relevant authority as to an appropriate fire alarm and fire sprinkler system for their Lot;
  - (b) ensure that adequate equipment to prevent fire or the spread of fire in or from the Scheme is installed within their Lot in accordance with any relevant legislation and standards; and
  - (c) take all reasonable steps to ensure compliance with fire laws in respect of their Lot and the Scheme.

**17. Windows**

- 17.1 Windows shall be kept clean, unless it is a Body Corporate responsibility.
- 17.2 Windows shall be promptly replaced with glass of the same kind and weight as at present if broken or cracked, unless it is a Body Corporate responsibility

**18. Taps**

Owners and Occupiers shall promptly turn off all water taps located within the Scheme after use.

**19. Water Closets**

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



**20. Behaviour of Invitees**

- 20.1 The duties and obligations imposed by these by-laws on an Owner shall be observed not only by the Owner but by Occupiers, Invitees, guests, servants, employees, agents, children and licensees.
- 20.2 An Owner or Occupier must take reasonable steps to ensure that the Owner or Occupier's Invitees comply with the by-laws and do not behave in a manner that unreasonably interferes with the peaceful enjoyment of a person on another Lot or the Common Property.
- 20.3 An Owner of a Lot which is the subject of a lease or licence must take reasonable steps to ensure that their lessees and licensee comply with the by-laws and do not behave in a manner that unreasonably interferes with the peaceful enjoyment of a person lawfully on another Lot or using the Common Property.

**21. Notice of Defect**

Owners or Occupiers must give the Committee or the Caretaking Service Contractor prompt notice of any accident to or defect in the water pipes, gas pipes, electric or gas installations or fixtures located on Common Property.

**22. Use of Lots**

- 22.1 Owners and Occupiers must not use a Lot or the Common Property for an illegal purpose.
- 22.2 Each Lot must be used for residential purposes only.
- 22.3 Despite by-law 22.2, the same Owner or Occupier must not occupy the same Lot for more than 28 days in a calendar year. This by-law does not apply to Lots 101, 102, 103 and 201.
- 22.4 Despite by-law 22.2, Lots 101, 102, 103 and 201 may be used for retail or commercial purposes.
- 22.5 Despite by-law 22.2, an Owner or Occupier may also use a Lot for business activities provided:
- (a) the Owner or Occupier obtains all the relevant approvals from the relevant authorities; and
  - (b) the business activities can be safely conducted within a predominately residential scheme without any adverse impact on other Owners or Occupiers.
- 22.6 Despite by-law 22.2, Lots 101 and 103 may be used for any purposes consistent with the development consents and/or development controls that affect the Lot and the provision of caretaking, letting and ancillary services.
- 22.7 A Lot must not contain Kitchen Facilities.
- 22.8 An Owner or Occupier must remove any Kitchen Facilities from their Lot once this by-law takes effect.
- 22.9 An Owner or Occupier must not install or use, or permit the installation or use of, Kitchen Facilities within their Lot.

**23. Use of Caretaking Service Contractor's Unit**

- 23.1 The Caretaking Service Contractor's Unit may be used for:
- (a) tourist accommodation;
  - (b) management of the Scheme Land;
  - (c) for the letting of lots in the Scheme Land on behalf of owners;
  - (d) the provision of such services as the Body Corporate may from time to time determine to occupants of Lots in the Scheme Land;
  - (e) laundry services;



- (f) storage and back of house;
- (g) the sale of Lots in Scheme Land; and
- (h) any other lawful use.

**24. PABX Cabling**

The Caretaking Service Contractor will be entitled to operate a PABX telephone facility or similar facility within the Community Titles Scheme and for that purpose will continue to have a licence to install, lay, use, repair, maintain and replace cabling and other equipment necessary for the operation of such facility throughout the Common Property of the Community Titles Scheme. The Body Corporate shall not interfere with the operation of this facility.

**25. Correspondence**

Owners and Occupiers are to direct all complaints, applications, requests and correspondence for the Body Corporate's consideration to the Secretary of the Committee or the Body Corporate Manager.

**26. Copy of by-laws to be produced Upon Request**

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

**27. Security**

In no circumstances shall the Body Corporate be responsible (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.

**28. Repairs**

All repairs to lots will be carried out promptly and in a workmanlike manner by the Owners or Occupiers of the Lot, unless the repair work is the responsibility of the Body Corporate.

**29. Communications from Owners and Occupiers**

29.1 the following provisions shall apply to correspondence from Owners and Occupiers:

- (a) communications must not be excessive (in number or length);
- (b) communications must be courteous;
- (c) communications must not:
  - (i) be repetitive, vulgar, abusive, offensive, aggressive, intimidating, threatening;
  - (ii) contain unfounded allegations derogatory language or defamatory remarks; or
  - (iii) in any way cause a nuisance or annoyance;
- (d) 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:
  - (i) the Caretaking Service Contractor;
  - (ii) the Body Corporate's gardener;
  - (iii) the Body Corporate manager;
  - (iv) the Body Corporate's lawyers; and
  - (v) the Body Corporate's insurer.

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

### 30. Drones

- 30.1 An Owner, Occupier or Invitee must not fly a remotely piloted aircraft, model aircraft, flying toy or drone ('Aircraft') from, within, on or around the Scheme Land without the prior written approval of the Committee due to privacy and safety concerns.
- 30.2 An Owner, Occupier or Invitee can fly an Aircraft inside the Owner or Occupier's Lot (but not the balcony or garden without permission).
- 30.3 In granting its approval, the Committee may impose reasonable conditions on the operation of the Aircraft, which may include that a person must not operate the Aircraft:
  - (a) on or from any balcony;
  - (b) in breach of the law, including the Civil Aviation Act 1988 and Civil Aviation Safety Regulations 1998;
  - (c) during weather conditions with poor visibility and/or strong winds;
  - (d) beyond visual line of sight of the operator;
  - (e) in a way that interferes unreasonably with the use or enjoyment of the Common Property or a Lot by an Occupier or Invitee, including but not limited to hovering outside a Lot.
- 30.4 If approval is given, then the operator of the Aircraft accepts all liability and responsibility for any damage, claim, action, personal injuries or accidents cause by the operation of the Aircraft within the Scheme.

### 31. Smoking

- 31.1 Smoking/vaping is not permitted on:
  - (a) the Common Property, other than Common Property an Occupier may use under an exclusive use by-law;
  - (b) the Body Corporate's assets, other than Common Property an Occupier may use under an exclusive use by-law; or
  - (c) all or part of an Outdoor Area of:
    - (i) a Lot;
    - (ii) the Common Property an Occupier may use under an exclusive use by-law; or
    - (iii) a Body Corporate asset an Occupier may use under an exclusive use by-law
- 31.2 In addition to by-law 31.1, smoking/vaping is not permitted in a Lot or in exclusive use areas (that are not Outdoor Areas) in circumstances where it:
  - (a) causes a nuisance or hazard;
  - (b) interferes unreasonably with the use or enjoyment of another Lot; or
  - (c) interferes unreasonably with the use or enjoyment of the Common Property by a person who is lawfully on the Common Property.

**32. Illegal drugs**

Owners and Occupiers must not consume illegal drugs on the Common Property.

**33. Obscene language and offensive behaviour**

33.1 An Occupier must not use obscene language or engage in offensive behaviour on the Common Property.

33.2 An Occupier must not use obscene language in a Lot which is audible from another Lot or the Common Property.

33.3 An Occupier must not engage in offensive behaviour in a Lot which is audible or visible from another Lot or the Common Property.

**34. Vermin**

An Owner or Occupier shall keep the Lot clean and take all practicable steps to prevent infestation by vermin or insects.

**35. Vehicles**

35.1 Owners and Occupiers must not park any Vehicle, or allow a Vehicle to stand, upon the Common Property and/or a Body Corporate Asset except:

- (a) where authorised by an exclusive use by-law, lease, licence or occupation authority (if any);
- (b) where authorised by any building management statement; or
- (c) with the prior written approval of the Committee.

35.2 Owners and Occupiers must not permit an Invitee to park, or allow a Vehicle to stand, on the Common Property and/or a Body Corporate Asset except:

- (a) where that Owner/Occupier is authorised to park by an exclusive use by-law, lease, licence or occupation authority (if any);
- (b) where authorised by any building management statement; or
- (c) with the prior written approval of the Committee.

35.3 The Body Corporate can authorise and appoint a company to carry out the towing/removal of a Vehicle parked by an Owner, Occupier or Invitee in contravention of these by-laws without following the legislative by-law enforcement process.

**36. Special Rights for Display Cabinets**

The Occupier of the Caretaking Service Contractor's Unit has the special right to install Display Cabinets in such locations on the Common Property, lobby area and elevators as the Caretaking Service Contractor decides from time to time to display merchandise. The following conditions apply to the special right:

36.1 the Occupier of the Manger's Unit must maintain the Display Cabinets in good condition and repair and to a standard commensurate with the surroundings in which they are located;

36.2 the installation must not materially inhibit the flow of people of the Common Property;

36.3 when the Display Cabinets are removed, any part of the Common Property on which they have been installed (including any carpet or other floor covering) must be returned, by the occupier, to the condition it was in before the installation fair wear and tear excepted;

36.4 the Body Corporate is not liable for any damage to the Display Cabinets or the theft of anything contained in them;

- 36.5 subject to the other provisions of this by-law 36, the Body Corporate must carry out its duties (and pay any maintenance and operating costs) in respect of that part of the Common Property on which the Display Cabinets are installed;
- 36.6 the Occupier releases the Body Corporate from any liability for loss, damage, injury or death occurring directly or indirectly due to the installation of the Display Cabinets or anything comprised or contained in them;
- 36.7 the Occupier indemnifies the Body Corporate against any liability for loss, damage, injury or death caused directly or indirectly by the Display Cabinets or anything compromised or contained in them.

### **37. Exclusive Use – Car Park**

- 37.1 This exclusive use by-law authorises the Original Owner, or an agent of the Original Owner, to allocate parts of the Common Property and/or all or part of a Body Corporate Asset to which this exclusive use by-law shall apply ("an authorised allocation"). The parts of the Common Property or Body Corporate Asset to be allocated under this exclusive use by-law shall be allocated for the purposes of car parking.
- 37.2 This by-law may attach to a lot on the basis of an authorised allocation. The occupier of each lot for the time being to which this by-law attaches, shall have exclusive use to the rights and enjoyment of the area of Common Property or Body Corporate Asset allocated by way of an authorised allocation, the details of which have been given to the Body Corporate by the Original Owner or an agent of the Original Owner.
- 37.3 The Body Corporate shall ensure that details of the areas of Common Property or Body Corporate Asset over which exclusive use has been granted and the applicable lot shall be recorded in Schedule E and defined on a plan in a Community Management Statement.
- 37.4 The car space exclusive use areas granted under this by-law are to be used for car parking only and shall not create or allow a nuisance to be created upon such area.
- 37.5 Each owner shall be responsible for keeping their exclusive use car space clean from litter, residues marks and oil. However the Body Corporate shall otherwise remain responsible for the maintenance, operating costs and upkeep of the exclusive use car space areas.
- 37.6 The Body Corporate, the Service Contractor and each of their respective employees, agents and contractors may, with or without notice to an occupier, enter upon such exclusive use car space area (or part thereof) for the purpose of inspecting the same or for carrying out works or effecting repairs and maintenance to the Building, the Common Property, the Body Corporate Asset, the lot or an adjoining lot, including but not limited to, carrying out works or effecting repairs and maintenance on mains, pipes, wires or connections of any utility service or utility infrastructure.
- 37.7 An owner of a lot may grant to another person who is not an owner or occupier of a lot in the Community Titles Scheme a licence to use that owners exclusive use car space provided that:
  - (a) the relevant owner engages the party who undertakes the management and letting services in respect of the Community Titles Scheme to manage and control the use of the relevant owners exclusive use car space by the licensee; and
  - (b) the relevant licensee agrees to be bound by the by-laws of the Community Titles Scheme (as they are amended from time to time).
- 37.8 The original owner or the original owner's agent (whichever authorised the allocation) may revoke the allocation, but only with the written consent of the lot owner with the benefit of the allocation.

### **38. Exclusive Use – Storage Areas**

- 38.1 This exclusive use by-law authorises the original owner, or an agent of the original owner, to allocate parts of the Common Property and/or all or part of a Body Corporate Asset to which this exclusive use by-law shall apply ("an authorised allocation"). The parts of the Common Property or Body Corporate Asset to be allocated under this exclusive use by-law shall be allocated for the purposes of storage.

- 38.2 This by-law may attach to a lot on the basis of an authorised allocation. The occupier of each lot for the time being to which this by-law attaches, shall have exclusive use to the rights and enjoyment of the area of Common Property or Body Corporate Asset allocated by way of an authorised allocation, the details of which have been given to the Body Corporate by the original owner or an agent of the original owner.
- 38.3 The details of the areas of Common Property or Body Corporate Asset over which exclusive use has been granted and the applicable lot are recorded in Schedule E and defined on a plan attached to this Community Management Statement.
- 38.4 The storage space exclusive use areas granted under this by-law are to be used by the occupiers of each lot as a storage space area only. The occupier with the right to the exclusive use area shall comply with the terms of any by-law restricting the storage of flammable liquids, gases or other materials with respect to the storage space.
- 38.5 Each owner shall be responsible for keeping their exclusive use storage space clean and in a neat and tidy condition and shall be responsible for the maintenance, operating costs and upkeep of the exclusive use storage space areas and any locker, cage or enclosure on the storage space.
- 38.6 The Body Corporate, the Service Contractor and each of their respective employees, agents and contractors may, with or without notice to an occupier, enter upon such exclusive use storage space area (or part thereof) for the purpose of inspecting the same or for carrying out works or effecting repairs and maintenance to the Building, the Common Property, the Body Corporate Asset the lot or an adjoining lot, including but not limited to, carrying out works or effecting repairs and maintenance on mains, pipes, wires or connections of any utility service or utility infrastructure.
- 38.7 The original owner or the original owner's agent (whichever authorised the allocation) may revoke the allocation, but only with the written consent of the lot owner with the benefit of the allocation.
- 38.8 Owners of lots which have an exclusive use storage space are authorised to make an improvement to that area to install a locker, cage or enclosure. The style, design and colour of the improvement must be approved by the Committee before construction starts. In granting its approval the Committee may impose conditions on the style, design and colour so that improvements on storage spaces are consistent and do not detract from the amenity of the adjoining areas. However the Body Corporate, the Service Contractor or their agents may access the storage space area in the event of an emergency.

### **39. Exclusive Use**

- 39.1 This exclusive use by-law authorises the Original Owner, or an agent of the Original Owner, to allocate parts of the Common Property and/or all or part of a Body Corporate Asset to which this exclusive use by-law shall apply ("an authorised allocation"). The parts of the Common Property or Body Corporate Asset to be allocated under this exclusive use by-law shall be allocated for the purposes of the provision and operation of recreational and/or commercial services.
- 39.2 This by-law may attach to a lot on the basis of an authorised allocation. The occupier of each lot for the time being to which this by-law attaches, shall have exclusive use to the rights and enjoyment of the area of Common Property or Body Corporate Asset allocated by way of an authorised allocation, the details of which have been given to the Body Corporate by the Original Owner or an agent of the Original Owner.
- 39.3 The Body Corporate shall ensure that details of the areas of Common Property or Body Corporate Asset over which exclusive use has been granted and the applicable lot shall be recorded in Schedule E and defined on a plan in a Community Management Statement.
- 39.4 The Body Corporate shall remain responsible under the Act and Module in respect of the maintenance and cleaning of the exclusive use areas granted under this by-law.
- 39.5 The Body Corporate, the Service Contractor and each of their respective employees, agents and contractors may, with or without notice to an occupier, enter upon such exclusive use area (or part thereof) for the purpose of inspecting the same or for carrying out works or effecting repairs and maintenance to the Building, the Common Property, the Body Corporate Asset, the lot or an adjoining lot, including but not limited to, carrying out works or effecting repairs and maintenance on mains, pipes, wires or connections of any utility service or utility infrastructure.

- 39.6 The original owner or the original owner's agent (whichever authorised the allocation) may revoke the allocation, but only with the written consent of the lot owner with the benefit of the allocation.
- 39.7 The Owner of the lot which has the benefit of an exclusive use area under this by-law may, without the consent of the Body Corporate, grant a licence over all or part of the relevant exclusive use area to any other person on terms deemed appropriate by the Owner or occupier who has the benefit of the exclusive use area.
- 39.8 The Owner of Lot 101 may make improvements to the exclusive use area identified as E1 in Schedule E for the purposes of installing a swimming pool and associated facilities such as cabana, BBQ facilities and landscaping. Such improvements must be constructed at the sole cost of the Owner of Lot 101. The Body Corporate shall be responsible for and liable for the maintenance, operating costs and upkeep of the areas subject to the exclusive use after the completion of each individual item of work. The Body Corporate shall, within 7 days of its receipt, sign any document or consent required by the owner of Lot 101 to obtain an approval from any relevant body or authority to carry out the works to the common property specified in this by-law.

#### 40. BMS

- 40.1 Owners and occupiers shall obey the terms and conditions of any building management statement to which the Body Corporate is a party.
- 40.2 If the Body Corporate agrees to amend the building management statement, an owner or mortgagee with a certificate of title for a Lot must promptly deliver up the certificate of title to facilitate registration of the amendment of the building management statement

#### 41. Exclusive Special Right – Caretaking Service Contractor's Unit

- 41.1 This by-law attaches to the Caretaking Service Contractor's Unit. Whilst the owner or occupier of the Caretaking Service Contractor's Unit is authorised as a letting agent by the Body Corporate:-
  - (a) The Body Corporate will not itself, directly or indirectly, perform the following activities as agent for others for reward:-
    - (i) letting lots in the Community Titles Scheme;
    - (ii) collecting rents for lots in the Community Titles Scheme; or
    - (iii) provide ancillary services such as collection of dry cleaning, cleaning, hiring linen, hiring beds, hiring furniture & electrical equipment, tour bookings or selling tickets to tourist attractions ("a Letting Service").
  - (b) Unless the owner or occupier of the Caretaking Service Contractor's Unit gives its written consent, the Body Corporate will allow only the owner or occupier of the Caretaking Service Contractor's Unit to provide from the Scheme Land a Letting Service or any part of a Letting Service. The consent of the owner or occupier of the Caretaking Service Contractor's Unit can be revoked.
  - (c) The Body Corporate will not enter into with any other person or entity an agreement similar to the Caretaking and Letting Agreement entered into with the owner or occupier of the Caretaking Service Contractor's Unit.
  - (d) The Body Corporate must not grant to any other person or entity the right to conduct any business of a similar nature to a Letting Service business from within the Scheme Land nor must the Body Corporate (or any of its members) directly or indirectly conduct or attempt to conduct any business that is similar to or includes elements of a Letting Service from within the Scheme Land.
  - (e) The owner or occupier of the Caretaking Service Contractor's Unit will be entitled to erect or display signs or notices in or on the Common Property advertising any of the Letting Services it is authorised to provide.
  - (f) The Body Corporate must not make any part of the Common Property available to any person or entity for the purposes of conducting Letting Services except as allowed under the Act.



- (g) The owner and occupier of the Caretaking Service Contractor's Unit has a special right in respect of the Common Property to use it to carry out its business of providing a Letting Service, provided that this special right shall not extend to utility infrastructure on Common Property.
- (h) The owner and occupier of the Caretaking Service Contractor's Unit has a special right in respect of all of the Common Property to use it to serve liquor in accordance with a liquor licence held by the owner or occupier of the Caretaking Service Contractor's Unit.

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

#### **42. Special Rights – Cabling and Ducting**

- 42.1 The Occupier of the Manger's Unit has the special right to install cables, wires, pipes, ducts and associated equipment on the Common Property for the purposes of operating communications devices, closed circuit television and similar services.
- 42.2 The Occupier of the Caretaking Service Contractor's Unit shall be responsible for the costs of any maintenance and repair of the cables, wires, pipes, ducts and associated equipment installed by the Occupier of the Caretaking Service Contractor's Unit pursuant to this by-law but in all other respects the Body Corporate shall be responsible to carry out its duties in respect of the maintenance and repair in respect of that part of the Common Property surrounding or affected by the cables, wires, pipes, ducts and associated equipment.

#### **43. Special Rights – Alcohol**

The owner and any occupier of the Caretaking Service Contractor's Unit has the special right to serve alcohol, other beverages and food on Common Property and in Lots but only if all appropriate licenses are held and laws are complied with to allow such service.

#### **44. Special Rights – Lobby Areas**

The occupier of the Caretaking Service Contractor's Unit has the special right to place (and, where appropriate, have manned) a tour desk, brochure stands, signage, temporary improvements and chattels associated with a function/conference/ event and other similar items ("Lobby Facilities") on any part of the reception/lobby area on the Common Property being on the ground floor of the building on the Scheme Land on the following conditions:-

- 44.1 the occupier must keep any Lobby Facilities in good condition and repair and to a standard commensurate with the surroundings in which they are located (namely a high quality and standard);
- 44.2 the Lobby Facilities must not materially inhibit the flow of persons;
- 44.3 the occupier of the Caretaking Service Contractor's Unit does not have the exclusive use of the area on which the Lobby Facilities are located but the occupier of the Caretaking Service Contractor's Unit may temporarily restrict access to any such improvements or facilities;
- 44.4 if the erection and use of a Lobby Facility causes any damage to the Common Property (except for fair wear and tear), the Caretaking Service Contractor must promptly make good such damage;
- 44.5 the Body Corporate must carry out its duties (and pay the maintenance and operating costs) in respect of the areas on which the Lobby Facilities are placed.

#### **45. Special Rights – Pool and Terrace Surrounds**

- 45.1 This by-law attaches to the Caretaking Service Contractor's Unit.
- 45.2 The occupier of the Caretaking Service Contractor's Unit is given a special right to use the pool and terrace area (if any) for the following purposes:-
  - (a) to serve food and beverages;
  - (b) provide services ancillary to food and beverage service.

- 45.3 The Body Corporate shall remain responsible for all cleaning, maintenance and operating costs associated with the pool and terrace area subject to by-law 45.4.
- 45.4 Any mess, plates, glasses or rubbish in the pool and terrace area due to the activities allowed under this by-law shall be cleared and cleaned by the Caretaking Service Contractor as soon as practicable to keep the area in an attractive state.
- 45.5 The occupier of the Caretaking Service Contractor's Unit may restrict access to part of the pool and terrace area for bona fide private functions but not on a permanent basis.

**46. Special Rights – Porte Cochere**

- 46.1 This by-law attaches to the Caretaking Service Contractor's Unit.
- 46.2 The occupier of the Caretaking Service Contractor's Unit is given a special right to use the Porte Cochere for the following purposes:-
  - (a) to provide concierge services;
  - (b) to receive and dispatch taxis, tour buses, limousines and other modes of transport for occupiers;
  - (c) to park tour buses, coaches and other Vehicles on a short term basis;
  - (d) to handle and stand luggage and luggage trolleys;
  - (e) for the congregation of tour groups and persons waiting for transport;
  - (f) to erect directional and other signage provided that it does not unreasonably interfere with access and is of a type commonly used in apartment buildings; and
  - (g) to provide such other services that an owner/occupier would expect to be provided in such an area.
- 46.3 The Body Corporate shall remain responsible for all cleaning, maintenance and operating costs associated with the Porte Cochere.
- 46.4 Access through and over the Porte Cochere shall not be unreasonably restricted.

**47. Special Rights – Porter's desk**

- 47.1 This by-law attaches to the Caretaking Service Contractor's Unit.
- 47.2 The occupier of the Caretaking Service Contractor's Unit is given a special right to use the Porter's desk for the following purposes:
  - (a) to provide porter services;
  - (b) to receive and dispatch taxis, tour buses, limousines and other modes of transport for occupiers;
  - (c) to handle and stand luggage and luggage trolleys;
  - (d) for the congregation of tour groups and persons waiting for luggage;
  - (e) to provide such other services that an owner/occupier would expect to be provided in such an area;
  - (f) parking.
- 47.3 The Body Corporate shall remain responsible for all cleaning, maintenance and operating costs associated with the Porter's desk, subject to by-law 46.4.
- 47.4 The occupier of the Caretaking Service Contractor's Unit shall be responsible for cleaning (except where specialised cleaning equipment is required) and removing litter and ensuring any of the Caretaking Service Contractor's signage in the Porter's desk area is kept in a neat and attractive state.



47.5 Access around and near the Porter's desk shall not be unreasonably restricted

**48. Special Rights – Flagpoles**

48.1 The Owner or Occupier of the Caretaking Service Contractor's Unit has the special right to use the flagpoles located on the Common Property on the following conditions:-

- (a) the owner or occupier must keep the flagpoles and any flags used in conjunction with the flagpoles in good condition and repair and to a standing commensurate with the surroundings in which they are located (namely a high quality and standard);
- (b) the occupier of the Caretaking Service Contractor's Unit does not have the exclusive use of the area on which the flagpoles are located;
- (c) if the erection and use of the flagpoles causes any damage to Common Property (except for fair wear and tear), the Caretaking Service Contractor must promptly make good such damage;

48.2 the flags which are used in conjunction with flagpoles must not be of a style or nature that may detract from the high quality and standard of the building on the Scheme Land.

**49. Exclusive Use – Improvements to Common Property**

49.1 This by-law attaches to Lot 101.

49.2 The owner of Lot 101 has the exclusive use over all of the Common Property for the purposes of making the following improvements to all or part of the Common Property:

- (a) re-painting the Common Property;
- (b) re-carpeting or replacing floor coverings on the Common Property;
- (c) repairing and/or replacing ceilings;
- (d) constructing a swimming pool, pool surrounds, landscaping, gazebos, barbeque areas and other similar improvements on the Common Property;
- (e) repairing, replacing or constructing landscaped areas on the Common Property;
- (f) altering, repairing or refurbishing the porte cochere on the Common Property;
- (g) installing or constructing water features, sculptures and other artwork on the Common Property;
- (h) repairing or replacing furniture on the Common Property;
- (i) making alterations to and refurbishing the lobby area on the Common Property.

49.3 All such works will be undertaken at the sole cost and expense of the owner of Lot 101.

49.4 The Body Corporate shall be responsible for and liable for the maintenance, operating costs and upkeep of the areas subject to the exclusive use after the completion of each individual item of work.

49.5 The Body Corporate shall, within 7 days of its receipt, sign any document or consent required by the owner of Lot 101 to obtain an approval from any relevant body or authority to carry out the works to the common property specified in this by-law.

49.6 The rights of the owner of Lot 101 under this by-law shall cease once the owner of Lot 101 gives notice to the Body Corporate indicating that it surrenders its rights under this exclusive use by-law.

**50. Special Right – Caretaking Service Contractor's Unit**

50.1 The Occupier of the Caretaking Service Contractor's Unit shall have a special right to use all of the Common Property for all purposes connected with the further development of the Common Property or any part of the Scheme Land.

50.2 Without limiting by-law 50.1, the Occupier and agents of the Occupier of the Caretaking Service Contractor's Unit may use the common property for:

- (a) access and egress from and to the Caretaking Service Contractor's Unit and any other part of the Scheme Land with workmen, tools, building materials and other necessary equipment;
- (b) storing building materials, Vehicles or equipment on any part of the Common Property;
- (c) using any utility infrastructure or other equipment on the Common Property (such as lifts) for purposes connected with the development of the Common Property or any part of the Scheme Land; and
- (d) the erection and use of any construction equipment on any part of the Common Property including cranes, scaffolding and other equipment connected with the further development of the Common Property or any part of the Scheme Land.

50.3 The rights of the Occupier and others authorised under this by-law will cease when the Original Owner gives notice to the Body Corporate that the further development of the Common Property or any part of the Scheme Land has been completed.

#### 51. Special Right – Caretaking Service Contractor's Unit

51.1 Pursuant to the building management statement that affects the Scheme Land, the Scheme has the right to use 155 carparks located in a lot adjacent to the Scheme Land that is subject to the building management statement ("BMS Carparks").

51.2 To the extent that the Scheme has the right to use the BMS Carparks in accordance with the building management statement, the Occupier of the Caretaking Service Contractor's Unit has the special right to manage and control the use of the BMS Carparks on behalf of the Scheme including the right to:

- (a) reserve usage of the BMS Carparks for specified persons for specified periods;
- (b) monitor and enforce the length of stays in such carparks;
- (c) enforce rules in relation to such carparks as reasonably made by the Occupier of the Caretaking Service Contractor's Unit; and
- (d) impose charges on persons wishing to use the BMS Carparks and retain any revenue recovered from such charges.

51.3 The Body Corporate shall continue to be responsible for any costs in respect of the BMS Carparks that it is responsible for under the Act or the Module.

#### 52. Exclusive Use – Coffee Shop

52.1 The Occupier of the Caretaking Service Contractor's Unit shall have the exclusive use to the rights and enjoyment of the area of Common Property identified as area E103 on the plan attached to this Community Management Statement.

52.2 The exclusive use area granted under this by-law may only be used for the purposes of a coffee shop/café business and the provision of ancillary services.

52.3 The Occupier of the Caretaking Service Contractor's Unit must keep the exclusive use area clean and tidy and must maintain any improvements it makes to the exclusive use area or any chattels owned by it on the exclusive use area. Otherwise, the Body Corporate shall be responsible under the Act and the Module in respect of the maintenance of the exclusive use area granted under this by-law.

52.4 The Occupier of the Caretaking Service Contractor's Unit may, without the consent of the Body Corporate, grant a licence or other occupation right over all or part of the relevant exclusive use area to any other person (whether that person is an Owner or Occupier or not) on terms deemed appropriate by the Occupier of the Caretaking Service Contractor's Unit.

#### 53. Definitions

Unless otherwise provided in these by-laws, the following words and expressions shall have the meanings set out opposite them as follows:

**"Act"** means the Body Corporate and Community Management Act 1997.

**"Body Corporate"** means the body corporate for Silver Sea Resort and Spa Community Titles Scheme.

**"Body Corporate Asset"** has the same meaning as in the Act.

**"Body Corporate Manager"** has the same meaning as in the Act.

**"Caretaking Service Contractor"** means the person or company engaged by the Body Corporate to carry out caretaking duties and authorised to carry out a letting business from the Community Titles Scheme.

**"Caretaking Service Contractor's Unit"** means Lot 103 or such lot as nominated by the Caretaking Service Contractor from time to time.

**"Committee"** means the committee of the Body Corporate.

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

**"Community Titles Scheme"** means the Silver Sea Resort and Spa Community Titles Scheme.

**"Display Cabinets"** means display cabinets or similar furniture or equipment used for the purpose of displaying merchandise.

**"Invitee"** means any person on Scheme Land with the permission of an Occupier.

**"Kitchen Facilities"** include equipment used for the preparation, cooking or re-heating of food (including, but not limited to, toasters, microwaves and/or air fryers), but does not include facilities usually found in a motel room such as tea making equipment, electric jugs or a bar fridge.

**"Lot"** means a lot in the Community Titles Scheme.

**"Minor Improvements"** has the same meaning as in the Regulation.

**"Module"** means the regulation module applying to the Community Titles Scheme as described in the Community Management Statement.

**"Occupier"** has the same meaning as in the Act.

**"Original Owner"** means Seasilver Hotels Pty Limited ACN 116 758 279, its successors or assigns.

**"Outdoor Area"** includes any of the following:

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

**"Owner"** has the same meaning as in the Act.

**"Porte Cochere"** means the porte cochere that services as the main entry into the building.

**"Regulation"** means the regulation module listed in item 2 of this community management statement.

**"Scheme Land"** means the land referred to in item 4 of the front page of this Community Management Statement.

**"Service Contractor"** means the person or company engaged by the Body Corporate to carry out caretaking duties from the Community Titles Scheme.

**"Utility Service"** has the same meaning as defined in the Act.

**"Vehicle"** includes, but is not limited to, cars, trucks, motor bikes, scooters, boats, trailers, caravans, campervans, mobile homes, motor homes or jet skis.

**"Window Covering"** includes all types of window coverings, including but not limited to curtains, blinds, venetians and/or roller shades.

<b>SCHEDULE D</b>	<b>OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED</b>
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**ANY OTHER REQUIRED OR PERMITTED DETAILS (if applicable)**

1. To facilitate the progressive development of the Community Titles Scheme (as identified in Schedule B), the original owner may, at any time, enter on to the Scheme Land (or any part thereof), the Common Property and any lot in the Community Titles Scheme to undertake works of any kind necessary or incidental to establishing utility infrastructure and utility services (and connections thereto) including the works:-
  - (a) excavation and general earthworks;
  - (b) the construction of Common Property areas (including roads);
  - (c) the construction on the Common Property of such improvements and facilities as may be considered necessary by the original owner to establish utility infrastructure and utility services (and connections thereto);

(all of which works are collectively called "the Utility Infrastructure Works").
2. The original owner may bring upon the Scheme Land any machinery, tools, equipment, Vehicles and workman to facilitate the carrying out of the Utility Infrastructure Works.
3. The original owner shall use reasonable endeavours to ensure that the Infrastructure Works will be carried out in a manner which minimises (so far as is practicable) the inconvenience (if any) caused to the Body Corporate or to the owners and occupiers of lots in the Community Titles Scheme.
4. The Body Corporate and each owner and occupier of the lots in the Community Titles Scheme agree that the original owner shall be entitled to full free and uninterrupted access over and to the Common Property and to any lot to carry out and undertake the Utility Infrastructure Works.
5. The expressions "utility infrastructure" and "utility services" shall have the meaning assigned to them in the Body Corporate and Community Management Act 1997 as amended from time to time. The expression the "original owner" means the party identified in Item 5 of this Community Management Statement together with the original owner's successors and assigns.

**Other Matters Required by Section 66 of the Body Corporate and Community Management Act 1997**

Statutory Easements

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

- (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.

<b>SCHEDULE E</b>	<b>DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY</b>
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DESCRIPTION OF LOTS	EXCLUSIVE USE AREAS
Commercial Areas/Recreation	
Lot 103	E1 on Plan A
Lot 103	E103 on Plan B



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

**SCHEDULE E**

**QUEENSLAND LAND REGISTRY**

**PLAN A**  
"Silver Sea Resort and Spa" CTS

**VIEW AVENUE**

**COMMON PROPERTY**

**COMMON SEAL**

**101**  
SP185322

**E1**  
688 m<sup>2</sup>

**COMMON PROPERTY**

**101**  
SP185322

**2**  
SP180107

**Lot Boundary (No wall)**

**SCALE 1:250**

**NOTES**

1. Drawn to Scale on A4 sheet
2. Community Title Scheme... "SILVER SEA RESORT AND SPA" CTS
3. Title Reference... Section of SP185322
4. Exclusive Use Area defined by the location of walls shown noted otherwise

**PLAN OF EXCLUSIVE USE AREA E1**  
In part of the Common Property on Level F  
(Tower Level 4) of "Silver Sea Resort and Spa" CTS

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& Town Planners

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**DATE** 7/02/2008  
**SCALE** 1:250  
**PLAN No.** 17  
**Rev.** A

**CLIENT** RAPTIS GROUP

**Drawn** JSC  
**Survey** JSC  
**Auth.** JSC

**Parish** GILSTON  
**County** WARD  
**Job Ref.** 04.335.A124

**Comp File**  
**Dwg File** 24335EXCL\_A

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

**SCHEDULE E**

**QUEENSLAND LAND REGISTRY**

**PLAN B**  
**"Silver Sea Resort and Spa" CTS**

103  
SP197175

E103  
5m<sup>2</sup>

COMMON PROPERTY  
SP186322

SCALE 1:50

0m 0.5 1 1.5 2 2.5 5 7.5m

**NOTES**

1. Drawn to Scale on A4 sheet
2. Commonly Known Name: "SILVER SEA RESORT AND SPA" CTS
3. Title Reference: ... Section of SP186322
4. Exclusive Use Area defined on sheet.

**TITLE**  
Plan of Exclusive Use Area E103  
In part of the Common Property on Level B  
(Ground Floor) of "Silver Sea Resort and Spa" CTS

Drawn JSC	Surveyd JSC	Auth. JSC	CLIENT RAPTIS GROUP
Permits GILSTON	U/Back	Comp File	
County WARD	Date 28/08/2008	Dwg File 24335EXC2	
Job Ref. 04.335.A124	SCALE 1:50	PLAN No. 19	Rev.

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