

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 **CHRISTOPHER STEVEN LINDSAY**

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

Unit 17, Bayview Pavilions, 89-91 Bayview St, Runaway Bay QLD 4216

Lot on plan
description

LOT 13 SURVEY PLAN 133633

Community titles scheme or
BUGTA scheme:

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

Yes ☒

No ☐

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

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

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

Title details

The seller gives or has given the buyer the following

A title search for the property issued under the Land Title Act 1994 ☒ **Yes**
showing interests registered under that Act for the property.

A copy of the plan of survey registered for the property. ☒ **Yes**

Registered encumbrances

Registered encumbrances, if any, are recorded on the title search, and may affect your use of the property. Examples include easements, statutory covenants, leases and mortgages.

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

Unregistered encumbrances(excluding statutory encumbrances)	<p>There are encumbrances not registered on the title that will continue to affect the property after settlement. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>NoteIf the property is part of a community titles scheme or a BUGTA scheme it may be subject to and have the benefit of statutory easements that are NOT required to be disclosed.</p> <p>Unregistered lease (if applicable)</p> <p>If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows:</p> <div> <div>the start and end day of the term of the lease:</div> <div>Start 12/01/2025 End 11/01/2026</div> </div> <div> <div>the amount of rent and bond payable:</div> <div>Weekly Rent \$540 Bond \$2160</div> </div> <div> <div>whether the lease has an option to renew:</div> <div>Yes</div> </div> <p>Other unregistered agreement in writing (if applicable)</p> <p>If the unregistered encumbrance is created by an agreement in writing, and is not an unregistered lease, a copy of the agreement is given, together with relevant plans, if any. <input type="checkbox"/> Yes</p> <p>Other unregistered agreement in writing (if applicable)</p> <p>Unregistered oral agreement (if applicable)</p> <p>If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows:</p> <div></div>
Statutory encumbrances	<p>There are statutory encumbrances that affect the property. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, the details of any statutory encumbrances are as follows:</p> <div>High Pressure Pipe (APA), Local Law 17(City of Gold Coast), and any applicable statutory rights to access the lot to repair or maintain that infrastructure.</div>
Residential tenancy or rooming accommodation agreement	<p>The property has been subject to a residential tenancy agreement or a rooming accommodation agreement under the Residential Tenancies and Rooming Accommodation Act 2008 during the last 12 months. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <div> <div>If Yes, when was the rent for the premises or each of the residents rooms last increased? (Insert date of the most recent rent increase for the premises or rooms)</div> <div>12/01/2025</div> </div> <p>NoteUnder the Residential Tenancies and Rooming Accommodation Act 2008 the rent for a residential premises may not be increased earlier than 12 months after the last rent increase for the premises.</p> <p>As the owner of the property, you may need to provide evidence of the day of the last rent increase. You should ask the seller to provide this evidence to you prior to settlement.</p>

Part 3 Land use, planning and environment

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

Zoning	<p>The zoning of the property is (Insert zoning under the planning scheme, the Economic Development Act 2012; the Integrated Resort Development Act 1987; the Mixed Use Development Act 199; the State Development and Public Works Organisation Act 1971 or the Sanctuary Cove Resort Act 1985, as applicable):</p> <div>Medium Density Residential</div>
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Transport proposals and resumptions	<p>There are encumbrances not registered on the title that will continue to affect the property after settlement. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>The lot is affected by a notice of intention to resume the property or any part of the property. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, a copy of the notice, order, proposal or correspondence must be given by the seller.</p>
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* *Transport infrastructure* has the meaning defined in the Transport Infrastructure Act 1994. A proposal means a resolution or adoption by some official process to establish plans or options that will physically affect the property.

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

Swimming pool	There is a relevant pool for the property. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If a community titles scheme or a BUGTA scheme a shared pool is located in the scheme. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Pool compliance certificate is given. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No OR Notice of no pool safety certificate is given. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Unlicensed building work under owner builder permit	Building work was carried out on the property under an owner builder permit in the last 6 years. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No A notice under section 47 of the Queensland Building and Construction Commission Act 1991 must be given by the seller and you may be required to sign the notice and return it to the seller prior to signing the contract.
Notices and orders	There is an unsatisfied show cause notice or enforcement notice under the Building Act 1975, section 246AG, 247 or 248 or under the Planning Act 2016, section 167 or 168. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No The seller has been given a notice or order, that remains in effect, from a local, State or Commonwealth government, a court or tribunal, or other competent authority, requiring work to be done or money to be spent in relation to the property. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes , a copy of the notice or order must be given by the seller.
Building Energy Efficiency Certificate	If the property is a commercial office building of more than 1,000m ² , a Building Energy Efficiency Certificate is available on the Building Energy Efficiency Register.
Asbestos	The seller does not warrant whether asbestos is present within buildings or improvements on the property. Buildings or improvements built before 1990 may contain asbestos. Asbestos containing materials (ACM) may have been used up until the early 2000s. Asbestos or ACM may become dangerous when damaged, disturbed, or deteriorating. Information about asbestos is available at the Queensland Government Asbestos Website (asbestos.qld.gov.au) including common locations of asbestos and other practical guidance for homeowners.

Part 5 Rates and services

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

Rates	Whichever of the following applies	
	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	<div>\$ 1394.82</div> <div>Date Range: 01/01/2025 to 30/06/2025</div>
	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*.

Water	Whichever of the following applies	
	The total amount payable for all rates and charges (without any discount) for the property as stated in the most recent rate notice* is:	
	Amount	<div>\$ 319.53</div> <div>Date Range: 01/02/2025 to 02/05/2025</div>
	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 \$	<div></div> <div>Date Range:</div>	

* 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 corporates expenses in managing the scheme. You will also be required to comply with the by-laws. By-laws will regulate your use of common property and the lot. **For more information about living in a body corporate and your rights and obligations, contact the Office of the Commissioner for Body Corporate and Community Management.**

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

Signatures SELLER

Signature of seller



14/08/2025, 09:56

Signature of seller

This form is signed by one seller, on behalf of all sellers:
CHRISTOPHER STEVEN LINDSAY

Name of seller

Date

Date

Signatures BUYER

Signature of buyer

Signature of buyer

Name of buyer

Name of buyer

Date

Date

CURRENT TITLE SEARCH
QUEENSLAND TITLES REGISTRY PTY LTD

Request No: 52825068
Search Date: 01/08/2025 14:54

Title Reference: 50326784
Date Created: 31/08/2000

Previous Title: 15114230

REGISTERED OWNER

Dealing No: 722575256 28/06/2023

CHRISTOPHER STEVEN LINDSAY

ESTATE AND LAND

Estate in Fee Simple

LOT 13 SURVEY PLAN 133633
Local Government: GOLD COAST
COMMUNITY MANAGEMENT STATEMENT 28500

EASEMENTS, ENCUMBRANCES AND INTERESTS

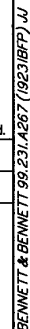
1. Rights and interests reserved to the Crown by
Deed of Grant No. 10845196 (POR 17V)
2. MORTGAGE No 722575257 28/06/2023 at 14:18
GATEWAY BANK LTD A.C.N. 087 650 093

ADMINISTRATIVE ADVICES - NIL
UNREGISTERED DEALINGS - NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

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



704268802 GC 400 NT		WARNING : Folded or Mutilated Plans will not be accepted. Plans may be rolled. Information may not be placed in the outer margins.	
\$1517.00 24/08/2000 15:03		Registered	5. Lodged by <div style="text-align: center; font-family: cursive; font-size: 1.2em;">rms acc8</div>
		(Include address, phone number, reference, and Lodger Code)	

1. Certificate of Registered Owners or Lessees. +/We FIREFAST PTY. LTD. A.C.N. 010 859 793 (Names in full) * as Registered Owners of this land agree to this plan and dedicate the Public Use Land as shown hereon in accordance with Section 50 of the Land Title Act 1994. * as Lessees of this land agree to this plan: Signature of *Registered Owners *Lessees <div style="text-align: center;"> FIREFAST PTY. LTD. by its duly constituted attorney KERRY MICHAEL FINN, who certifies that the Power of Attorney has not been revoked at the date hereof, under Power of Attorney No. K84950E. <div style="font-size: 2em; font-family: cursive; margin-top: 20px;">H</div> </div>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="3">6. Existing</th> <th colspan="3">Created</th> </tr> <tr> <th>Title Reference</th> <th>Lot</th> <th>Plan</th> <th>Lots</th> <th>Emts</th> <th>Road</th> </tr> <tr> <td>15114229</td> <td>1</td> <td>RPI26010</td> <td>1-9, 12, 14, 17, 19, 22, 24 & CP</td> <td></td> <td></td> </tr> <tr> <td>15114230</td> <td>2</td> <td>RPI26010</td> <td>1, 4, 7, 10-14, 15-19, 20-24 & CP</td> <td></td> <td></td> </tr> </table>	6. Existing			Created			Title Reference	Lot	Plan	Lots	Emts	Road	15114229	1	RPI26010	1-9, 12, 14, 17, 19, 22, 24 & CP			15114230	2	RPI26010	1, 4, 7, 10-14, 15-19, 20-24 & CP		
6. Existing			Created																						
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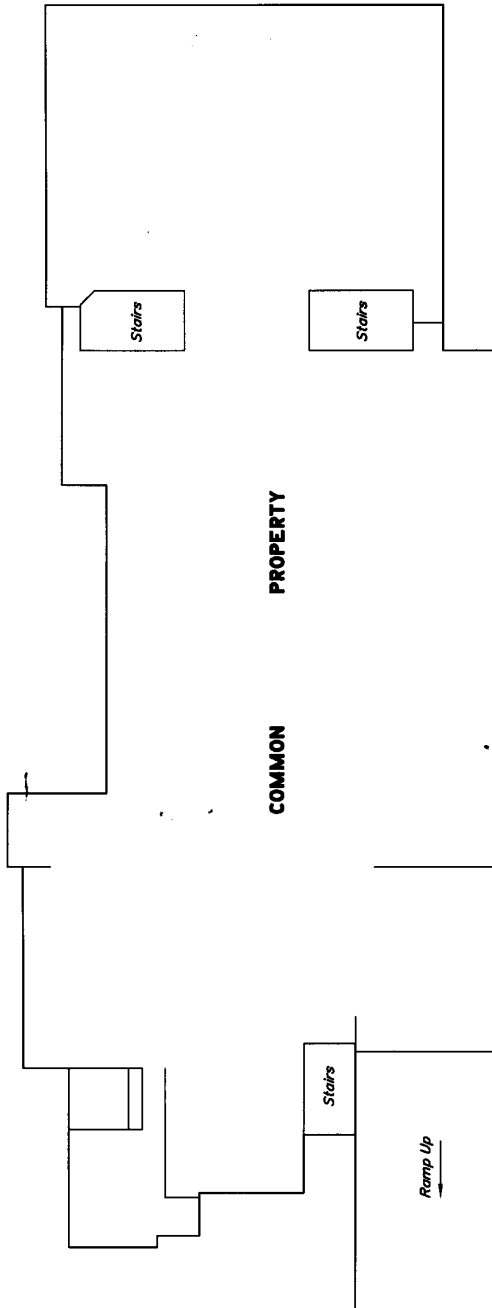
2. Local Government Approval. * COUNCIL OF THE CITY OF GOLD COAST hereby approves this plan in accordance with the : % INTEGRATED PLANNING ACT 1997 Dated this <u>18th</u> day of <u>August 2000</u> <div style="text-align: center;"> KENNETH COLIN McDONALD Authorised Officer </div>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Por 17V</td> <td style="width: 50%;">1-24 & CP</td> </tr> <tr> <td>Orig</td> <td>Lots</td> </tr> </table>	Por 17V	1-24 & CP	Orig	Lots
Por 17V	1-24 & CP				
Orig	Lots				

3. Plans with Community Management Statement : CMS Number : <u>28500</u> Name : BAYVIEW PAVILIONS	4. References : Dept File : Local Govt : <u>555/15/2003</u> Surveyor : <u>99.231.A267</u>
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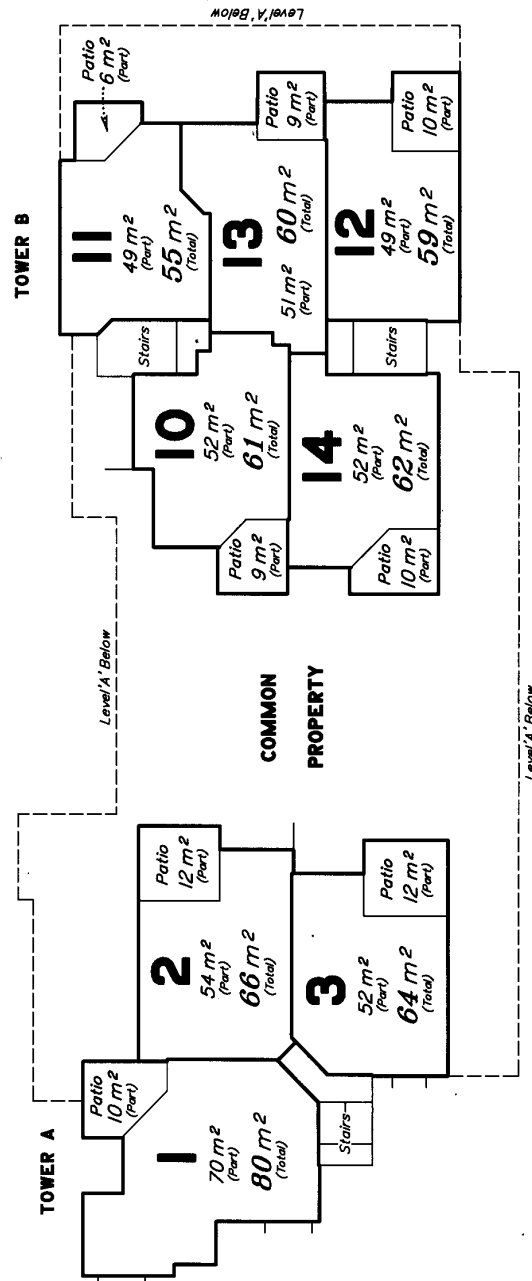
7. Portion Allocation : 8. Map Reference : 9542-22431	12. Building Format Plans only. I certify that : * As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or road; * Part of the building shown on this plan encroaches onto adjoining lots and road <div style="text-align: center;"> Licensed Surveyor/Director * <u>23-5-2000</u> Date <small>* delete words not required</small> </div>
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9. Locality : RUNAWAY BAY 10. Local Government : GOLD COAST CITY COUNCIL 11. Passed & Endorsed : By : BBH Pty. Ltd. A.C.N. 010 427 531 Date : <u>18/8/2000</u> Signed : Designation : <u>Delegated Liaison Officer</u>	13. Lodgement Fees : <table style="width: 100%;"> <tr> <td>Survey Deposit</td> <td style="text-align: right;">\$ <u>461</u></td> </tr> <tr> <td>Lodgement</td> <td style="text-align: right;">\$ <u>96</u></td> </tr> <tr> <td>24 New Titles</td> <td style="text-align: right;">\$ <u>960</u></td> </tr> <tr> <td>Photocopy</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Postage</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>TOTAL</td> <td style="text-align: right;">\$ <u>1517</u></td> </tr> </table>	Survey Deposit	\$ <u>461</u>	Lodgement	\$ <u>96</u>	24 New Titles	\$ <u>960</u>	Photocopy	\$	Postage	\$	TOTAL	\$ <u>1517</u>
Survey Deposit	\$ <u>461</u>												
Lodgement	\$ <u>96</u>												
24 New Titles	\$ <u>960</u>												
Photocopy	\$												
Postage	\$												
TOTAL	\$ <u>1517</u>												

14. Insert Plan Number	SP133633
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LEVEL 'A'
Scale 1:200



LEVEL 'B'
Scale 1:200

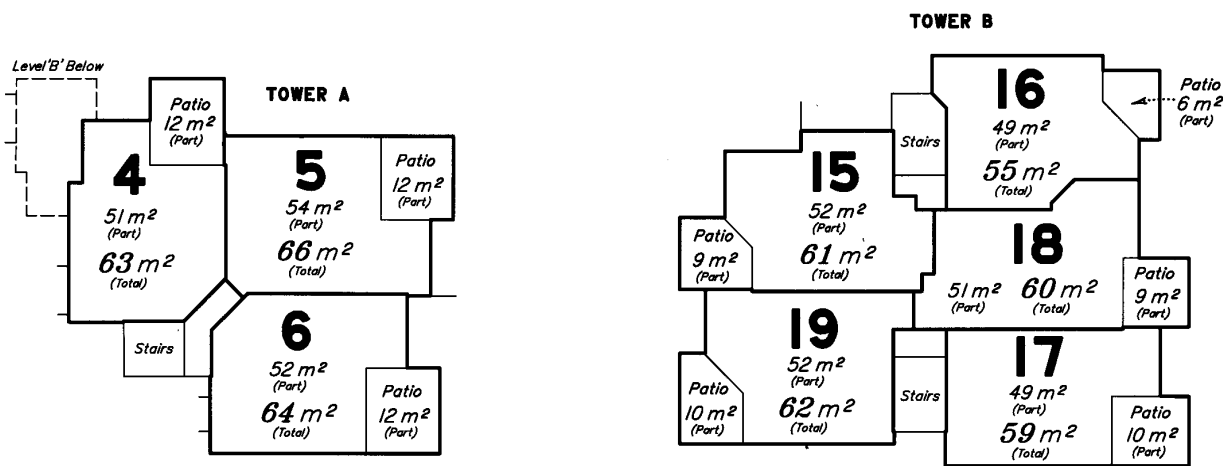


State copyright reserved.

Insert
Plan
Number
SP133633

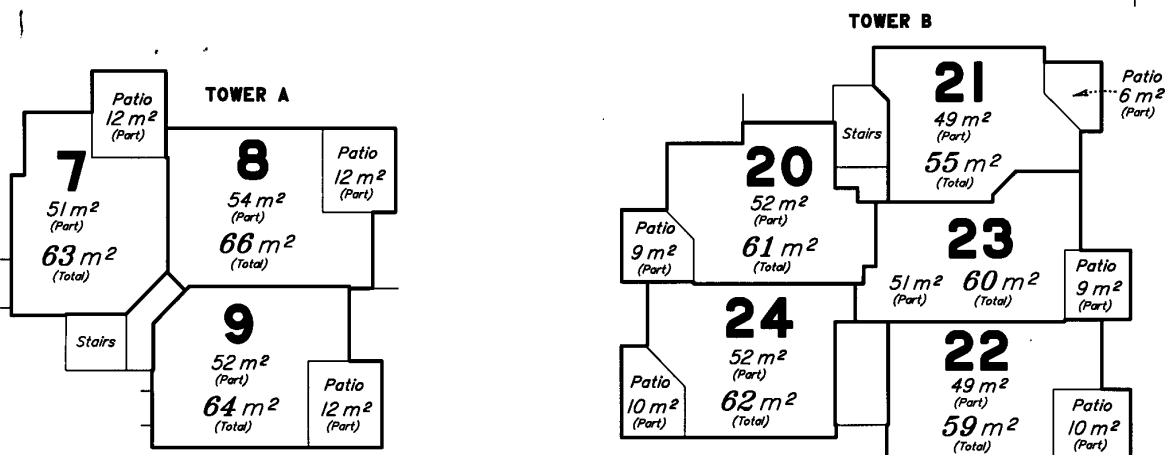
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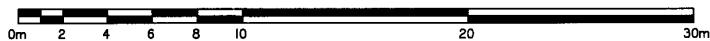


LEVEL 'D'

Scale 1:200



SCALE 1:200



State copyright reserved.

Insert Plan Number **SP133633**

FORM 14 Version 2

Land Title Act 1994 and Land Act 1994

GENERAL REQUEST

QUEENSLAND LAND REGISTRY

Page 1 of 1

Dealing No.

Stamp Duty Imprint



704268775

\$88.00

24/08/2000 14:59

GC 460

1. Nature of request

Request to record First Community Management Statement for Bayview Pavilions

Lodger Name, address & phone number Lodger Code

Penton Management Services as Town
Agents for Primrose Couper Cronin
Rudkin
35-39 Scarborough Street
Southport QLD 4215
Phone: 07 55323599 Ref:
bayviewpavilions.first general request

GC 88

2. Description of Lot

County

Parish

Title Reference

Lot 1 on RP126010

Ward

Barrow

15114229

Lot 2 on RP126010

Ward

Barrow

15114230

3. Registered Proprietor/Crown Lessee

FIREFAST PTY LTD ACN 010 859 793

4. Interest

fee simple

5. Applicant

FIREFAST PTY LTD ACN 010 859 793

6. Request

I hereby request that the First Community Management Statement deposited herewith be recorded as the Community Management Statement for Bayview Pavilions Community Titles Scheme and that Prudential Body Corporate Management, P O Box 4, Holland Park. Qld. 4121 be recorded as the address for service of the Body Corporate for the scheme.

7. Execution by applicant

Execution Date

Applicant's or Solicitor's Signature

8/6/00

FIREFAST PTY. LTD. by its duly constituted attorney KERRY MICHAEL FINN, who certifies that the Power of Attorney has not been revoked at the date hereof, under Power of Attorney No. K84950E.

FIRST/NEW COMMUNITY MANAGEMENT STATEMENT

28500

This statement incorporates and must include the following:

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

CMS LABEL NUMBER

1. Name of community titles scheme

Bayview Pavilions Community Titles Scheme

2. Regulation module

Accommodation Module

3. Name of body corporate

Body Corporate for Bayview Pavilions Community Titles Scheme

4. Scheme land

Description of Lot

County

Parish

Title Reference

Common property of Bayview Pavilions
Community Titles Scheme.
Lots 1 to 24 on SP133633

Ward

Barrow

5. Name and address of original owner #

Firefast Pty Ltd ACN 010 859 793
of PO Box 1004, Runaway Bay 4216
first community management statement only

6. Reference to plan lodged with this statement

SP 133633

7. Local Government community management statement notation

KENNETH COLIN McDONALD
Authorised Officer

.....signed

.....name and designation

COUNCIL OF THE CITY OF GOLD COAST Local Government

8. Execution by original owner/Consent of body corporate

Execution Date

*Execution

8/6/00

FIREFAST PTY. LTD. by its duly constituted
attorney KERRY MICHAEL FINN, who
certifies that the Power of Attorney has not
been revoked at the date hereof, and
Power of Attorney No. KR4951

.....to execute for a first community management statement

.....Body corporate to execute for a new community management statement

This relates to a First Community Management Statement relating to Bayview Pavilions Community Titles Scheme

SCHEDULE A - SCHEDULE OF LOT ENTITLEMENTS		
Lot on Plan	Contribution	Interest
Lot 1 on SP133633	1	1
Lot 2 on SP133633	1	1
Lot 3 on SP133633	1	1
Lot 4 on SP133633	1	1
Lot 5 on SP133633	1	1
Lot 6 on SP133633	1	1
Lot 7 on SP133633	1	1
Lot 8 on SP133633	1	1
Lot 9 on SP133633	1	1
Lot 10 on SP133633	1	1
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Lot 18 on SP133633	1	1
Lot 19 on SP133633	1	1
Lot 20 on SP133633	1	1
Lot 21 on SP133633	1	1
Lot 22 on SP133633	1	1
Lot 23 on SP133633	1	1
Lot 24 on SP133633	1	1
	24	24

SCHEDULE B

EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

Three Storey Walkup with security entrance and community facilities.

1. Utility Infrastructure

- (1) The original owner will provide and have installed all necessary utility infrastructure to each lot in the scheme to allow for the following utility services:

- ❖ water supply
- ❖ electricity supply
- ❖ telephone service
- ❖ a sewer system
- ❖ a drainage system
- ❖ rubbish
- ❖ intercom

SCHEDULE C - BY-LAWS

The by laws in Schedule 2 of the Act will not apply to the scheme and the following by laws will apply.

1. Interpretation

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

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

Reference to the whole includes any part of the whole.

This relates to a First Community Management Statement relating to Bayview Pavilions Community Titles Scheme

(b) Throughout these By-laws, the following terms will, where the context so admits, have the meanings herein ascribed to them.

"Act" means the Body Corporate and Community Management Act 1997 and the Regulation Module applying to the Scheme;

"Body Corporate" means the Body Corporate established upon the registration of the Community Titles Scheme;

"By-laws" means these By-laws or any specified part of them;

"Common Property" means the common property referred to in the Community Titles Scheme;

"Committee" means the Committee of the Body Corporate appointed pursuant to the Act;

"Committee's Representative" means a member of the Committee appointed from time to time for the purpose of representing the Committee;

"Community Titles Scheme" means the "Bayview Pavilions" Community Titles Scheme No.

"Heavy Vehicle" includes a motor vehicle in excess of two (2) tonnes weight;

"Lot" means a lot in the Community Titles Scheme and includes a unit constructed on the Lot;

"Manager" means the person or corporation appointed by the Body Corporate from time to time as resident caretaker to, amongst other things, keep the Common Property in good order;

"Motor Vehicles" includes motor bikes but does not include motor vehicles in excess of 2 (two) tonnes weight, caravans, campervans or mobile homes;

"Original Owner" has the meaning given to it in the Act;

"Recreation Area" includes barbecue area, pool and spa, social area and similar areas and facilities on the Scheme Land;

"Scheme Land" means all the land contained in the Community Titles Scheme;

"Person" includes a company;

"Scheme" means the community title scheme created on subdivision of the Scheme Land;

"Secretary" means the Secretary of the Body Corporate;

2. Use of Lot

- a) Each Lot (excluding any garage) will be used for residential purposes only, except for Lot 1 which may be used for residential purposes and management purposes and for the purpose of carrying on the business of letting Lots in the Community Titles Scheme on behalf of the owners of such Lots; and
- b) Subject to by-law 24(a)(i), the garages situated on each Lot will be used for parking of Motor Vehicles only.
- c) The Body Corporate shall be empowered to enter into Agreements from time to time with the owner of Lot 1 or any party associated with the said owner who has care and control of the said lot to caretake and/or manage the

common property and the Scheme at "Bayview Pavilions" and to let lots upon such terms and conditions as the Body Corporate shall decide upon in General Meeting.

- d) The Committee hereby consents to the Manager's application to the Auctioneers and Agents Act of the Office of Consumer Affairs to conduct a letting business in relation to the lots in "Bayview Pavilions" from Lot 1.

3. General Appearance of Lots

No structural alterations will be made to any unit (including any alteration to gas, water or electrical installations or work for the purpose of enclosing in any manner whatsoever the balcony, if any, of any unit). An owner or occupier of a Lot must not in any way alter the exterior appearance of the Lot, including the garden and grounds (if any) nor cause to be constructed or placed upon any part of the Lot which can be viewed from outside the Lot any materials or items without the prior written consent of the Committee.

4. Maintenance of Lots and Units

- a) An owner or occupier of a Lot will:-
 - (i) be responsible for the proper maintenance and decoration of his or her Lot;
 - (ii) maintain in good condition and repair any Improvements constructed or installed on the Lot (including where necessary, renewal or replacement of the whole or part thereof) and, where appropriate, will not use building materials and external finishes other than of the same colour and type as those comprised in such Improvements without the prior written consent of the Committee;
 - (iii) maintain the interior of his Unit in a clean condition and take all practical steps to prevent infestation by vermin and/or insects;
 - (iv) maintain at the expense of the owner or occupier of a Lot in good condition and repair and keep clean any part of the Common Property which the owner has the exclusive use of.
- b) The Committee may give written notice to an owner or occupier of a Lot requiring that:
 - (i) the Improvements be put in a state of good condition and repair (including where necessary, renewal or replacement of the whole or part thereof); and
 - (ii) the obligations under by-law 4(a)(iv) be complied with, and if such notice has not been complied with to the reasonable satisfaction of the Committee within 14 days of the date of that notice, the Committee may, in its absolute discretion, cause the Improvements to be put in such a state or the obligations under by-law 4(a)(iv) to be carried out (as the case may be) in accordance with the notice and the owner or occupier (as the case may be) will forthwith pay the costs incurred or payable by the Body Corporate in that regard on demand.
- c) An owner or occupier of a Lot will allow the Committee and the servants and contractors of the Body Corporate access to the Lot and the Improvements at all reasonable times for the purpose of inspection and carrying out works

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- under this by-law provided that the Committee gives the owner or occupier reasonable notice of its intention to enter upon the relevant Lot and carry out works under this by-law;
- d) For the purposes of this by-law "Improvements" includes walls, windows, garage roller doors, doors, fly screens, gates, walkways, paths, driveways, yard, lawn, landscaping, garden, plants and irrigation, and drainage facilities located within a Lot;
- e) If an owner or occupier of a Lot does not maintain that part of his Lot which is exterior to the Unit constructed on the Lot, the Body Corporate may arrange for the Manager to enter the Lot and maintain that area at the Lot owner's expense;
5. **Appearance of Units**
- a) Subject to paragraph (b) of this by-law and by-law 35, an owner or occupier of a Lot will not hang washing, towels, bedding, clothing or other articles [except on clothes lines in designated areas provided by the Body Corporate (if any)] or display any sign, advertisement, placard, banner, pamphlet or like matter on the Common Property or on any part of his or her Lot in such a way as to be visible from outside the Lot.
- b) the Manager is permitted to display reasonable signs or notices on the Scheme Land offering for sale or lease any Lot but such signs or notices must not detract from the overall appearance of the development.
6. **Water Apparatus**
- a) An owner or occupier of a Lot will ensure that all water taps on his Lot are properly turned off after use.
- b) The water closets, conveniences and other water apparatus including water pipes and drains in each Unit must not be used for any purpose other than those for which they were constructed and no sweepings or rubbish and other unsuitable substances shall be deposited therein.
- c) Any costs or expenses resulting from damage or blockage to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence will be borne by such owner or occupier whether the same is caused by his or her own acts or those of members of his household or his servants or agents or guests.
6. **Lighting and Heating of Units**
- The owner or occupier of a Lot must not use any chemicals, burning fluids, acetylene gas or alcohol in lighting or heating a Unit nor in any other way cause or increase a risk of fire or explosion in such Unit.
7. **Storage of Flammable Liquids, etc.**
- An owner or occupier of a Lot must not, except with the prior written consent of the Body Corporate, use or store upon his Lot or upon the Common Property any flammable chemical, liquid, gas or other flammable material, other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.
8. **Windows**
- The windows of a Unit will be kept clean and promptly replaced with fresh glass of the same kind colour and weight as at present if broken or cracked.
9. **Window Covers**
- a) Without the written consent of the Committee in its absolute discretion obtained beforehand, no window shall be tinted or covered with aluminium foil or similar reflective material and no shutters, awnings or other window cover shall be affixed externally to any building or be visible from the exterior of the building. This by-law will not prevent security screens being installed over windows but only after the written consent of the Committee as to the type, quality, colour and style of security screen has been obtained. Such consent may be withheld in the absolute discretion of the Committee.
- b) An owner or occupier must not hang curtains visible from outside the Lot unless those curtains have a backing, in such colour and design which has been approved by the Committee. An owner must not install, renovate and/or replace a curtain backing or window treatment without having the colour and design of same approved by the Committee. In giving such approvals, the Committee must ensure, so far as practicable, that curtain backing and window treatment used in all Lots have colours that are sympathetic to the tones of the Improvements on the Scheme Land and present an aesthetic appearance when viewed from Common Property or any other lot.
10. **Intentionally Blank**
11. **No Variation to Appearance**
- Subject to by-law 35, an owner or occupier of a Lot must not do anything to vary the external appearance of the Lot or vary the Common Property without the prior written consent of the Committee.
12. **Antennae**
- No television, radio or other electronic antenna or device of any type may be erected, constructed or placed or permitted to remain on any Lot or on the Common Property unless and until the same has been approved in writing by the Committee or unless the same is contained within a Unit and not visible from the exterior of such Unit.
13. **Security of Units**
- All doors (including garage doors) and windows to any Unit shall be securely fastened on all occasions when the Unit is left unoccupied and the Committee reserves the right to enter and fasten the same if left insecurely fastened.
14. **Insurance**
- An owner or occupier of a Lot must not bring to, do or keep anything on his Lot which may increase the rate of fire insurance on his Unit or any other part of the Scheme Land or which may conflict with the laws and/or regulations relating to fires or any insurance policy for such Lot or Scheme Land or the regulations or ordinances of any public authority for the time being in force.
15. **Nuisance**
- No noxious or offensive trade or activity may be carried on upon the Scheme Land or in any Lot nor may anything be done thereon which may be, or may become an annoyance or nuisance to the neighbourhood or which may be likely to interfere with the peaceful enjoyment of the owners and occupiers of other Lots or any other person lawfully using the Common Property. In particular and without limiting the generality of the foregoing:-

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| <p>a) No loud noises, noxious odours, exterior speakers, horns, whistles, bells or other sound devices (other than security or warning devices used exclusively for such purposes) noisy or smoking vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or items which may unreasonably interfere with television or radio reception of any residence may be located used or placed on any portion of the Scheme Land or exposed to the view of other owners or occupiers without the prior written consent of the Body Corporate;</p> <p>b) All musical instruments, wirelenses, radiograms, television sets, stereos and the like shall be controlled so that the sound arising therefrom is reasonable and will not cause annoyance to other owners and occupiers of Lots on the Scheme Land;</p> <p>c) Guests leaving after 11.00 pm must be requested by their hosts to leave quietly and quietness must also be observed when owners and occupiers return to their Units late at night or in the early morning hours;</p> <p>d) In the event of any unavoidable noise in a Unit at any time the occupier or owner thereof will take all practical means to minimise annoyance to other residents by closing all doors, windows and curtains of their Unit and also such further steps as may be within their power for the same purpose.</p> <p>16. Obstruction
An owner or occupier of a Lot must not obstruct the lawful use of the Common Property by any person. The pathways and driveways on the Common Property and any easement giving access to the Common Property must not be obstructed by any such owner or occupier or used by them for any other purpose than the reasonable ingress and egress to and from their particular Lot.</p> <p>17. Depositing Rubbish on Common Property
An owner must not:-</p> <p>a) deposit or throw upon the Common Property or the exterior of a Lot any rubbish, dirt, dust or other material likely to interfere with the peaceful use and enjoyment of another owner or occupier or of any person lawfully using the Common Property;</p> <p>b) throw or allow to fall or permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of any window, door, skylight or balcony (if any) of his Unit.</p> <p>Any damage or costs for cleaning or repair caused by breach hereof will be borne by the owner or occupier concerned.</p> <p>18. Garbage Disposal
An owner or occupier of a Lot must:-</p> <p>a) save where the Body Corporate provides some other means of disposal of garbage, maintain within his Unit, or on such part of the Scheme Land as may be authorised by the Body Corporate, in a clean and dry condition and adequately covered, a receptacle for garbage;</p> | <p>b) comply with all local authority By-laws and ordinances relating to the disposal of garbage;</p> <p>c) ensure that the health, hygiene and comfort of the owner or occupier of any other Lot is not adversely affected by his disposal of garbage.</p> <p>19. Damage to Lawns, etc. on the Scheme Land
An owner or occupier of a Lot must not:-</p> <p>a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon the Scheme Land; or</p> <p>b) except with the prior written consent of the Body Corporate, use for his own purposes as a garden any portion of the Common Property.</p> <p>20. Damage to the Common Property or Unit
An owner or occupier of a Lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property except with the consent in writing of the Body Corporate.</p> <p>21. Committee to be Notified of Accidents etc.
An owner or occupier of a Lot must give to the Committee or Caretaker prompt notice of any accident to or defect in any water pipes, gas pipes, electric installations or fixtures which comes to his knowledge and the Committee will have authority by its servants or agents in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as they may deem necessary for the safety and preservation of any Lot or any buildings on the Scheme Land as often as may be necessary.</p> <p>22. Visitors' Car Parking</p> <p>a) The Committee may in its absolute discretion by written notice from time to time to the owners and occupiers of Lots within the Scheme Land nominate which car parking spaces situated within the Common Property may be used by the invitees of occupiers of Lots.</p> <p>b) An occupier of a Lot must use his best endeavours to ensure that his invitees do not park or stand any Motor Vehicle upon the Scheme Land except within a car parking space which the Committee has nominated under this by-law but such invitee's Motor Vehicle must not be permitted to park overnight on the Scheme Land without the prior written consent of the Committee.</p> <p>c) Any person parking in such visitor car parks without the written consent of the Committee or in breach of these by-laws shall have their car towed away at their expense.</p> <p>23. Use of Caravans etc. and Heavy Vehicles
An owner or occupier of a Lot must not:-</p> <p>(i) Permit any caravan, campervan, mobile home, boat or trailer upon the Common Property or upon his Lot unless the same is housed in a garage or car space on the Lot;</p> <p>(ii) permit any occupation of a caravan, campervan or mobile home upon his Lot;</p> <p>(iii) drive or permit to be driven any Heavy Vehicle into or over the Common Property other than such Heavy Vehicles necessary to complete the construction of</p> |
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- Improvements on the Scheme Land, and any Heavy Vehicles entitled to come on the Common Property by any statute and/or local authority ordinances.
- b) For the purposes of this by-law "Improvements" includes Units, buildings, swimming pools, outdoor recreation areas, putting green, tennis court, entertainment areas, walkways, paths, driveways landscaping, irrigation, drainage facilities and any other structures or improvements.
24. **Inspection of Units**
- a) Upon one (1) day's notice in writing the Committee and its servants, agents and contractors will be permitted to inspect any Lot including the interior of any Unit and to test any electrical, gas or water installation or equipment thereon and to trace and repair any leakage or defect in the said installations or equipment (at the expense of the owner or occupier of the Lot concerned).
- b) If not so permitted they may effect an entry without liability for any damage occasioned to the Lot or any structure thereon in effecting the entry.
- c) The Committee, in exercising this power, will ensure that its servants, agents and employees cause as little inconvenience to such owner or occupier as is reasonable in the circumstances.
25. **Observance of These By-Laws**
- The duties and obligations imposed by these By-laws on an owner or occupier of a Lot must be observed not only by such owner or occupier but by the tenants, guests, servants, employees, agents, children, invitees and licensees of such owner or occupier. An owner or occupier of a Lot must take all reasonable steps to ensure that his invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another Lot or of any person lawfully using the Common Property.
26. **Repairs by the Body Corporate**
- Where the Body Corporate expends money to make good the damage caused by a breach of the Act or of these By-laws by an owner or occupier of a Lot or the tenants, guests, servants, employees, agents or children, invitees or licensees of such owner or occupier or any of them, the Committee will be entitled to recover the amount so expended as a debt in an action in any court of competent jurisdiction from the owner of the Lot at the time when the breach occurred.
27. **Contractors**
- An owner or occupier of a Lot must not directly instruct any contractors or workmen employed by the Committee unless so authorised, and all requests for consideration of any particular matter to be referred to the Committee shall be directed to the Committee's Representative, who shall in turn refer the same to the Committee for determination.
28. **Notification of Infectious Diseases**
- In the event of any infectious disease which may require notification by virtue of any statute, regulation or ordinance affecting any person upon any Lot the owner or occupier of such Lot must give, or cause to be given, notice thereof and any other information which may be required relative thereto to the Committee and shall pay to the Committee the expenses of disinfecting the Lot where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease.
29. **Notices to be Observed**
- An owner or occupier of a Lot must observe the terms of any notice displayed on any part of the Common Property by authority of the Committee or of any statutory authority.
30. **Rules Relating to Common Property**
- The Committee may make rules (including the imposition of a charge for the use of the barbecue) relating to the Common Property and in particular in relation to the use of any improvements on the Common Property including Recreation Areas and other facilities, not inconsistent with these By-laws and the same must be observed by the owners or occupiers of Lots unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Body Corporate.
31. **Times for Use of Recreation Areas**
- The Recreation Areas must not be used between the hours of 9.30 pm and 7.00 am or such other hours as agreed to by the Committee and the Manager.
32. **Rules for Use of Recreation Areas**
- All owners or occupiers of Lots when making use of the Recreation Areas must ensure:-
- a) that his invitees and guests do not use the same or any of them unless he or another owner or occupier accompanies them;
 - b) that children below the age of thirteen (13) years are not in or around the same unless accompanied by an adult owner or occupier exercising effective control over them;
 - c) that he and his invitees exercise caution at all times and not behave in any manner that is likely to interfere with the use and enjoyment of the same by other persons;
 - d) if congestion is experienced in the use of the Recreation Areas, the Manager may arrange for the implementation of systems for the mutual benefit of all owners and occupiers of lots in the Scheme Land;
 - (e) that animals are not permitted in this area;
 - (f) that no glass receptacles are permitted in the pool area;
 - (g) that Management accepts no responsibility for the use of Recreation Areas.
33. **Maintenance of Swimming Pool and Spa**
- An owner or occupier of a Lot must not without proper authority operate, adjust or interfere with the operation of any equipment associated with the swimming pool and spa or add any chemical or other substance to the same.
34. **Sale of Lots**
- Whilst the Original Owner remains an owner of any Lot in the Scheme Land it and its respective servants and/or agents will be entitled:-

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| <p>a) to utilise any Lot on the Scheme Land of which it remains owner as a display unit for the purpose of allowing prospective purchasers of any such Lot to inspect such Lot;</p> <p>b) to place such signs and other advertising and display material in and about the Lot, and about the Common Property which signs will in all respects be attractive and tasteful having regard to the visual and acoustic privacy of other Lots and the general aesthetics and amenity of the Scheme Land, and</p> <p>c) together with persons authorised by it, to pass over the Common Property to gain access to and egress from any Lot.</p> | <p>b) specifications. Such plans and specifications must be of the same architectural standard as the development. The Committee, on behalf of the owner, shall submit to the architect nominated by the Committee from time to time the plans and specifications for his consent in writing. The Committee will use its best endeavours to ensure that the architect gives a decision with reasonable expedition.</p> <p>c) The decision of the architect to consent or not to any plans and specifications will be final, provided that the architect will be entitled to consent to such plans with appropriate variations and/or conditions. If the architect refuses to give such consent or consents subject to variations to the plans and/or conditions, the owner will not be entitled to make the alterations proposed or shall only be able to make them if the variations are incorporated or the conditions complied with (as the case may be).</p> <p>d) If the architect consents to such plans with or without variations or conditions then, at the request of the relevant owner, the proposal will be submitted to a meeting of the Committee for permission to proceed with the works as approved by the architect.</p> <p>e) Any reasonable costs associated with the procedure outlined above, including any fee from the architect must be paid by the owner seeking to make the alterations. If requested by the Committee, an estimate of the fee must be paid in advance by the owner to the Committee before it submits the plans and specifications to the architect for approval.</p> |
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35. **No Objection**
The Original Owner is permitted to use and damage the Common Property for the purpose of developing the Scheme Land. If any damage is caused to the Common Property or anything on the Common Property, the Original Owner will make good the damage at its expense.
36. **By-Laws to be Exhibited**
A copy of these By-laws (or a precis thereof approved by the Committee) must be exhibited in a prominent place in any Unit made available for letting.
37. **Speed Limits**
An owner or occupier of a Lot must not exceed the speed limit of 10kms per hour or such other speed nominated by the Committee from time to time and agreed to by the Manager (the "Speed Limit") while driving any Motor Vehicle or Heavy Vehicle on the Common Property and must use his best endeavours to ensure that his invitees do not exceed the Speed Limit in such circumstances.
38. **Costs**
An owner or occupier must pay on demand the whole of the Body Corporate's reasonable costs and expenses (including solicitor and own client costs) incurred in recovering any charges levied under the Act or enforcing these by-laws. Such costs and expenses will be deemed to be a liquidated debt due to the Body Corporate.
39. **Structural Alterations to the Interior of Lots**
The manner and style of any structural fit out or structural alteration to the interior of any Lot must have the prior written approval of the Committee. Such approval may be granted with or without reasonable conditions. The Committee will be entitled to request copies of such plans and specifications as it might consider necessary to enable it to grant its approval and the owner of a Lot shall comply with all such requests. Where kitchen facilities are to be installed an extraction system approved by the Committee and relevant statutory authorities must be installed. All reasonable costs of the Body Corporate in considering any fit outs or alterations under this by-law will be payable by the relevant owner on demand.
40. **Alterations to the Exterior of Lots**
Where an owner proposes to carry out work which will alter the exterior of any Lot, he must follow the procedure set out below:-
- a) Apply in writing to the Committee, outlining the proposed work and provide plans and
41. **Auction/Garage Sales**
An owner of a Lot must not permit any auction or garage sale to be conducted or to take place in his Lot or in the dwelling or upon the Scheme Land without the prior approval in writing of the Committee.
42. **Access by Electricity Authority**
If a lot contains an electricity meter and/or switchboard, an owner or occupier of that lot must make such meter and/or switchboard available for access at all times by all other owners and occupiers of lots in the Scheme Land and by the relevant body administering the supply of electricity to lots in the Scheme Land.
43. **Severability**
If it is held by a Court of competent jurisdiction that:
- (a) any part of these by-laws is void, voidable, illegal, unenforceable or ultra-vires; or
- (b) these by-laws would be void, voidable, illegal, unenforceable or ultra-vires unless any part of these by-laws were severed therefrom;
- that part will be severed from and will not affect the continued operation of the remainder of these by-laws.
44. **Power of Committee**
The Committee may make rules relating to the common property and other facilities, not inconsistent with these By-Laws and the same shall be observed by the owners

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- or occupiers of lots unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Body Corporate.
45. **Security**
The Committee of the Body Corporate may take all reasonable steps to ensure the security of the parcel and Body Corporate personal property and the observance of these by-laws and without limiting the generality of the foregoing may:
- a) close any part of the common property not required for ingress or egress to a lot or car parking space on either a temporary basis or otherwise restrict the access to or use by owners or occupiers of any such part of the common property;
 - b) permit any designated part of the common property to be used by any security person firm or company (to the exclusion of owners and occupiers generally) as a means of monitoring the security and general safety of the parcel;
 - c) obtain install and maintain locks, alarms, communication systems and other security devices.
46. **Security Keys**
- a) If the Committee of the Body Corporate in the exercise of any of its powers under these by-laws restricts the access of owners or occupiers to any part of the common property by means of any lock or similar security device, it may make such a number of keys or operating systems as it determines available to owners free of charge and thereafter may at its discretion make additional numbers thereof available to owners upon payment of such reasonable charge therefore as may be determined from time to time by the Committee of the Body Corporate;
 - b) An owner or occupier of a lot to whom any key or operating system is given pursuant to these by-laws shall exercise a high degree of caution and responsibility in making the same available for use and shall take reasonable precautions (which shall include an appropriate covenant in any lease or licence of a lot to such occupier) to ensure return thereof to the owner or the Body Corporate upon the occupier ceasing to be an occupier;
 - c) An owner or occupier of a lot into whose possession any key or operating system referred to in these by-laws has come shall not without the prior approval in writing of the Committee of the Body Corporate duplicate the same or permit the same to be duplicated and shall take all reasonable precautions to ensure that same is not lost or handed to any other person other than another owner or occupier and is not disposed of otherwise than by returning it to the Body Corporate;
 - d) An owner or occupier of a lot who is issued with a key or operating system referred to in these by-laws shall immediately notify the Body Corporate if same is lost or misplaced.
47. **Submission of Motions**
That the Committee of the Body Corporate be empowered to submit motions to general meetings of the Body Corporate.
48. **Exclusive Use-Car Spaces and Storage Spaces**
- a) The owners for the time being of Lots identified in Schedule E are entitled to the exclusive use for himself/erself or itself and their licensees of the areas allocated therein and as identified on the sketch plan marked A annexed hereto.
 - b) Each proprietor to whom exclusive use of a space is given pursuant to this by-law shall use such space for the purpose of car parking or general storage only and shall not litter the area or so use the same as to create a nuisance.
 - c) The Body Corporate shall continue to be responsible to carry out its duties pursuant to Section 108(1) and (2) of the Accommodation Module of the BCCM at its own expense.
49. **Keeping of Animals**
Subject to Section 143(1) BCCM, a proprietor or occupier of a lot shall be permitted to keep a small animal upon his lot provided however that if the Committee of the Body Corporate gives written notice to such proprietor or occupier that such animal is causing a nuisance to proprietors or occupiers of other lots, the proprietor or occupier shall forthwith remove the animal or animals specified in the notice from the relevant lot. For the purpose of this by-law "animal" means dogs, cats, fish and birds.
- a) All animals kept in any lot shall be housed within the said lot and shall not be housed on common property including any areas of exclusive use.
 - b) All animals kept in any lot shall not be exercised or allowed to roam on common property and shall not be allowed to enter any swimming pool on the common property.
 - c) All animals kept in any lot shall be conveyed from such lot across the common property in the control of its owner or other authorised person and shall not be allowed to cross common property other than by means of being carried or conveyed, if necessary in a closed container.
 - d) Animals shall not be allowed into common areas and in the event that such animals foul areas adjoining common areas, then such owners shall immediately clean such area.
 - e) Owners of animals shall strictly comply with all government regulations in respect of care and control of such animals including all local government regulations.
 - f) The proprietor or occupier of any lot in which the animal is kept shall strictly control the cleanliness of such animal and shall ensure that the lot in which such animal is kept free of all insects and other vermin and shall ensure that

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- such lot is fumigated as necessary to control such insects or vermin.
- g) The owners of animals shall keep control of such animal at all times and shall ensure that such animal does not annoy, injure or otherwise create a nuisance for the occupants of any lot either by noise or by other means.
- h) Should the committee consider that any owner of an animal has breached all or any of the requirements of the committee in respect of the keeping of such animal, then the committee may order the removal of such animal at any time without notice and in the complete discretion of the committee, and in that case the owner of such animal shall forthwith remove the said animal from the common property and from any lot in which the animal is kept.

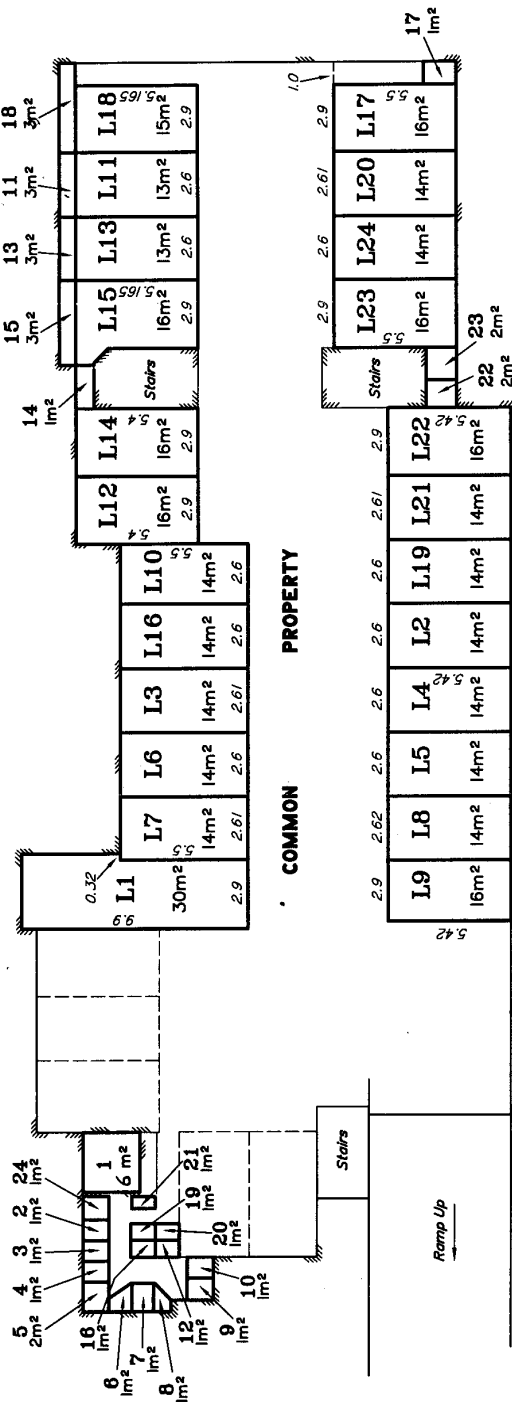
SCHEDULE D - ANY OTHER REQUIRED OR PERMITTED DETAILS

Not applicable

SCHEDULE E - ALLOCATION OF EXCLUSIVE USE AREAS

Lot on Plan	Exclusive Use Area – Plan A
Lot 1 on SP133633	Areas 1 and L1
Lot 2 on SP133633	Areas 2 and L2
Lot 3 on SP133633	Areas 3 and L3
Lot 4 on SP133633	Areas 4 and L4
Lot 5 on SP133633	Areas 5 and L5
Lot 6 on SP133633	Areas 6 and L6
Lot 7 on SP133633	Areas 7 and L7
Lot 8 on SP133633	Areas 8 and L8
Lot 9 on SP133633	Areas 9 and L9
Lot 10 on SP133633	Areas 10 and L10
Lot 11 on SP133633	Areas 11 and L11
Lot 12 on SP133633	Areas 12 and L12
Lot 13 on SP133633	Areas 13 and L13
Lot 14 on SP133633	Areas 14 and L14
Lot 15 on SP133633	Areas 15 and L15
Lot 16 on SP133633	Areas 16 and L16
Lot 17 on SP133633	Areas 17 and L17
Lot 18 on SP133633	Areas 18 and L18
Lot 19 on SP133633	Areas 19 and L19
Lot 20 on SP133633	Areas 20 and L20
Lot 21 on SP133633	Areas 21 and L21
Lot 22 on SP133633	Areas 22 and L22
Lot 23 on SP133633	Areas 23 and L23
Lot 24 on SP133633	Areas 24 and L24

PLAN A
"BAYVIEW PAVILIONS" CTS



SCALE 1:200



NOTES:
1. Drawn to Scale on A3 sheet
2. Community Titles Scheme, "BAYVIEW PAVILIONS COMMUNITY TITLES SCHEME, CTS"
3. Title Reference
4. Areas & dimensions defined by the internal faces of walls, centreline of mesh fences and the dimensions shown.
5. Meridian of SP133633.



Bennett & Bennett
Consulting Surveyors, Development Consultants
& Town Planners

BBH Pty. Ltd. A.C.N. 010 427 531
All mail to: PO Box 5021 G.C.M.C. Old 9726
email: benbenn@oldnet.com.au
95 Upton Street,
Bundall
Ph (07) 5574 0733
Fax (07) 5574 0202



Plan of Exclusive Use Areas
L1-L24 & 1-24
in part of the Common Property
on Level A (Basement) of
"Bayview Pavilions" CTS

Surv'd	SE / WG	F/Book	Amendments
Drawn	DC	L/Book	
Parish	BARROW	County	WARD
Authorised	19231EXC	Comp File	
SCALE	1:200	PLAN No.	3
JOB No.	99.231.A267	DATE	8/8/00
CLIENT	GALLI DEVELOPMENTS		

BCCM**Form 33**

Department of Justice

Body corporate certificate*Body Corporate and Community Management Act 1997, section 205(4)**This form is effective from 1 August 2025*

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

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

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

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

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

This certificate does not include information about:

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

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

The community management statement

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

The Office of the Commissioner for Body Corporate and Community Management

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

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

The information in this certificate is issued on 13/08/2025

Becoming an owner

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

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

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

How to get more information

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

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

Contacting the body corporate

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

Name and number of the community titles scheme

BAYVIEW PAVILIONS

CTS No. **28500**

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: **Damian Holmes**

Phone: **07 5528 9999**

Company: **Peak Body Corporate Management**

Email: **info@peakbcm.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: **13**

Plan type and number: **133633**

Plan of subdivision: **BUILDING FORMAT PLAN**

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

Regulation module

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

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

The regulation module that applies to this scheme is the:

Accommodation

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

Layered arrangements of community titles schemes

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

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

No

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

Building management statement

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

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

No

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

By-laws and exclusive use areas

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

What by-laws apply?

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

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

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

General by-laws

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

Exclusive use areas

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

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

Yes

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

given with this certificate and listed below

Date of Resolution	Lot	Description	Conditions
24/08/00	All	Car Spaces & Storage Spaces	

Lot entitlements and financial information

Lot entitlements

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

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

Contribution schedule

Contribution schedule lot entitlement for the lot: **1.00**

Total contribution schedule lot entitlements for all lots: **24.00**

Interest schedule

Interest schedule lot entitlement for the lot: **1.00**

Total interest schedule lot entitlements for all lots: **24.00**

Statement of accounts

The most recent statement of accounts prepared by the body corporate for the notice of the annual general meeting for the scheme is given with this certificate.

Owner contributions (levies)

The contributions (levies) paid by each lot owner towards body corporate expenses is determined by the budgets approved at the annual general meeting of the body corporate.

You need to pay contributions to the body corporate's administrative fund for recurrent spending and the sinking fund for capital and non-recurrent spending.

If the Commercial Module applies to the community titles scheme, there may also be a promotion fund that owners of lots have agreed to make payments to.

WARNING: You may have to pay a special contribution if a liability arises for which no or inadequate provision has been made in the body corporate budgets.

The contributions payable by the owner of the lot that this certificate relates to are listed over the page.

Body corporate debts

If any contributions or other body corporate debt (including penalties or reasonably incurred recovery costs) owing in relation to the lot are not paid before you become the owner of the property, YOU WILL BE LIABLE TO PAY THEM TO THE BODY CORPORATE. Before signing the contract, you should make sure that the contract addresses this or provides for an appropriate adjustment at settlement.

Owner contributions and amounts owing

Administrative fund contributions

Total amount of contributions (before any discount) for lot **13** for the current financial year: \$ **\$3,941.66**

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

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

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

Due date	Amount due	Amount due if discount applied	Paid
01/08/24	710.42	568.34	11/10/24
01/12/24	1,077.08	861.66	24/10/24
01/02/25	1,077.08	861.66	
01/05/25	1,077.08	861.66	
01/08/25	985.42	788.34	
01/11/25	985.42	788.34	
			Amount overdue \$3,139.58
			Amount Unpaid including amounts billed not yet due \$3,139.58

Sinking fund contributions

Total amount of contributions (before any discount) for lot **13** for the current financial year: \$ **\$8,341.66**

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

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

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

Due date	Amount due	Amount due if discount applied	Paid
01/08/24	572.92	458.34	11/10/24
01/12/24	2,589.58	2,071.66	04/12/24
01/02/25	2,589.58	2,071.66	
01/05/25	2,589.58	2,071.66	
01/08/25	572.92	458.34	
01/11/25	572.92	458.34	
			Amount overdue \$5,752.08
			Amount Unpaid including amounts billed not yet due \$5,752.08

Special contributions - Administrative Fund (IF ANY)

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

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

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

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

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

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

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

Special contributions - Sinking Fund (IF ANY)

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

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

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

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

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

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

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

Other amounts payable by the lot owner

Purpose	Fund	Amount	Due date	Amount
Other	Other	608.25		608.25

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	\$8,891.66
Special contributions	Nil
Other contributions	Nil
Other payments	\$608.25
Penalties	\$825.03
Total amount overdue (Total Amount Unpaid including not yet due \$10,324.94)	\$10,324.94

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

Common property and assets

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

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

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

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

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

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

Yes - you can obtain a copy from the body corporate records - last sinking fund report: 27/04/23

Current sinking fund balance (as at date of certificate): \$ 234,389.91

Improvements to common property the lot owner is responsible for

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

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

Date	Description	Conditions
------	-------------	------------

Body corporate assets

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

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
POOL SCOOP & VACUUM CLEANER	Plant and Machinery			0.00	0.00	150.00
SUN LOUNGES X 2	Furniture & Fittings			0.00	0.00	258.00
OUTDOOR CHAIRS X 6	Furniture & Fittings			0.00	0.00	209.88
UMBRELLA	Furniture & Fittings			0.00	0.00	49.98
GLASS TOP ROUND TABLE	Furniture & Fittings			0.00	0.00	149.00
UMBRELLA STAND	Furniture & Fittings			0.00	0.00	69.00
4 BURNER GAS BARBEQUE	Plant and Machinery			0.00	0.00	349.00
BARBEQUE COVER	Furniture & Fittings			0.00	0.00	35.00
BARBEQUE GAS BOTTLE	Plant and Machinery			0.00	0.00	25.90
RYOBI BLOWER	Plant and Machinery			0.00	0.00	199.00
5AMP BATTERY	Plant and Machinery			0.00	0.00	149.00
2.5 AMP BATTERY	Plant and Machinery			0.00	0.00	89.00
HEDGER	Plant and Machinery			0.00	0.00	149.00

Body corporate assets

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

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

Description	Type	Acquisition	Supplier	Original Cost	Cost To Date	Market Value
LINE TRIMMER	Plant and Machinery			0.00	0.00	109.00
KARCHER PRESSURE WASHER	Plant and Machinery			0.00	0.00	249.00
Rake, Brooms, Tree Loper, Spades, Bow Saw, Clippers, 6 x Hoses, Portable Hose Reel	Plant and Machinery			0.00	0.00	200.00
Ryobi Cleaner	Plant and Machinery	13/03/19	Bunnings	0.00	0.00	249.00
Zodiac Evolux IQ EX6000iq ROBOT (Pool Cleaning Robot)	Plant and Machinery	03/12/20	Captain Nemo's Pool, Spa & Marine Invoice 031358757	0.00	0.00	2,395.00
Zodiac Evolux IQ Pro EX6000iq Robot	Plant and Machinery	04/12/20	Captain Nemo's Pool, Spa & Marine	0.00	0.00	2,395.00
Chair Steel Marquee Sling x6 @ \$35.90 each	Furniture & Fittings	01/09/21	Bunnings Pimpama See LynetteStewart (08211655) Reimburse 01/09/21	0.00	0.00	172.32
Rpl Fire Doors	Furniture & Fittings	14/02/22	GC FIRE DOOR SERVICES PTY LTD 1/4 Hutchinson Street BURLEIGH HEADS QLD 4220	4,231.48	0.00	4,231.48
Milwaukee Blower	Plant and Machinery	20/10/23	Trade Tools Slacks Creek	657.80	0.00	657.80

Insurance

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

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

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

Body corporate insurance policies

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

TYPE/COMPANY	POLICY NO.	SUM INSURED	PREMIUM	DUE DATE	EXCESS
BUILDING STRATA UNIT UNDERWRITERS	06S9363905	7,078,890.00	30,240.00	20/02/26	\$2000 or as excess (2) All \$2,000 excl Machinery Breakdown (\$1,000)
PUBLIC LIABILITY STRATA UNIT UNDERWRITERS	06S9363905	30,000,000.00	Included	20/02/26	\$2000 or as excess (2) All \$2,000 excl Machinery Breakdown (\$1,000)
COMMON AREA CONTENTS STRATA UNIT UNDERWRITERS	06S9363905	Included with Bld Ins	Included	20/02/26	\$2000 or as excess (2) All \$2,000 excl Machinery Breakdown (\$1,000)
BUILDING CATASTROPHE STRATA UNIT UNDERWRITERS	06S9363905	1,061,834.00	Included	20/02/26	\$2000 or as excess (2) All \$2,000 excl Machinery Breakdown (\$1,000)
REGULATORY AUDIT STRATA UNIT UNDERWRITERS	06S9363905	25,000.00	Included	20/02/26	\$2000 or as excess (2) All \$2,000 excl Machinery Breakdown (\$1,000)

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
MACHINERY BREAKDOWN STRATA UNIT UNDERWRITERS	06S9363905	100,000.00		20/02/26	\$1,000
FIXTURES (PER LOT) STRATA UNIT UNDERWRITERS	06S9363905	250,000.00	Included	20/02/26	\$2000 or as excess (2) All \$2,000 excl Machinery Breakdown (\$1,000)
LOSS RENT/TEMP ACCOM STRATA UNIT UNDERWRITERS	06S9363905	1,061,834.00	Included	20/02/26	\$2000 or as excess (2) All \$2,000 excl Machinery Breakdown (\$1,000)
COMMITTEE LIABILITY STRATA UNIT UNDERWRITERS	06S9363905	1,000,000.00	Included	20/02/26	\$2000 or as excess (2) All \$2,000 excl Machinery Breakdown (\$1,000)
FIDELITY GUARANTEE STRATA UNIT UNDERWRITERS	06S9363905	100,000.00	Included	20/02/26	\$2000 or as excess (2) All \$2,000 excl Machinery Breakdown (\$1,000)
VOLUNTARY WORKERS STRATA UNIT UNDERWRITERS	06S9363905	200,000/2,000	Included	20/02/26	\$2000 or as excess (2) All \$2,000 excl Machinery Breakdown (\$1,000)
LEGAL EXPENSES STRATA UNIT UNDERWRITERS	06S9363905	50,000.00	Included	20/02/26	\$2000 or as excess (2) All \$2,000 excl Machinery Breakdown (\$1,000)

Alternative insurance

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

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

No

Lot owner and occupier insurance

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

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

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

Contracts and authorisations

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

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

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

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

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

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

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

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

No

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

No

Embedded network electricity supply

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

No

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

Body corporate authority

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

Name/s Peak Body Corporate Management

Positions/s held Body Corporate Manager

Date 13/08/2025

Signature/s _____



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

2001-2205_50326771_265818374.TXT

CURRENT TITLE SEARCH
NATURAL RESOURCES & MINES, QUEENSLAND
Request No: 108387034
Search Date: 30/04/2003 6:23 pm

Title Reference: 50326771
Date Created: 31/08/2000

Previous Title: 15114229
15114230

REGISTERED OWNER

Dealing No: 704268802 24/08/2000

BODY CORPORATE FOR BAYVIEW PAVILIONS COMMUNITY TITLES
SCHEME 28500
PRUDENTIAL BODY CORPORATE MANAGEMENT
PO BOX 4
HOLLAND PARK QLD 4121

LAND DESCRIPTION

COMMON PROPERTY OF BAYVIEW PAVILIONS COMMUNITY TITLES SCHEME 28500
COMMUNITY MANAGEMENT STATEMENT 28500

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10845196 (POR 17V)
2. REQUEST FOR FIRST CMS No 704268775 24/08/2000 at 14:59
COMMUNITY MANAGEMENT STATEMENT 28500
MODULE:
ACCOMMODATION

ADMINISTRATIVE ADVICES - NIL
UNREGISTERED DEALINGS - NIL

CERTIFICATE OF TITLE ISSUED - No

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

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Requested By: CITEC CONFIRM

Page 1/1

Search Receipt

Date/Time 30-APR-2003 18:23:18
Account 2001-2205
User Name
Your Reference Bayview Pavillions
CONFIRM Reference 03945096
Transaction QLD Land Title Srch

2001-2205_50326771_265818374.TXT

Search Criteria	50326771
Value	\$12.95
GST	\$0.44
Price	\$13.39

FORM 14 Version 2

Land Title Act 1994 and Land Act 1994

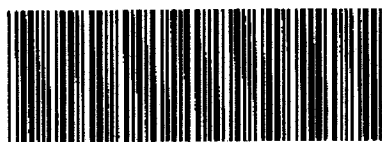
GENERAL REQUEST

QUEENSLAND LAND REGISTRY

Page 1 of 1

Dealing No.

Stamp Duty Imprint



704268775

\$88.00

24/08/2000 14:59

GC 460

DOWNLOADED FROM
CITEC - 20/06/2003

1. Nature of request

Request to record First Community Management Statement for
Bayview Pavilions

Lodger Name, address & phone number

Lodger
Code

Penton Management Services as Town
Agents for Primrose Couper Cronin
Rudkin
35-39 Scarborough Street
Southport QLD 4215
Phone: 07 55323599 Ref:
bayviewpavilions.first general request

GC 88

2. Description of Lot

County

Parish

Title Reference

Lot 1 on RP126010

Ward

Barrow

15114229

Lot 2 on RP126010

Ward

Barrow

15114230

3. Registered Proprietor/Crown Lessee

FIREFAST PTY LTD ACN 010 859 793

4. Interest

fee simple

5. Applicant

FIREFAST PTY LTD ACN 010 859 793

6. Request

I hereby request that the First Community Management Statement deposited herewith be recorded as the Community Management Statement for Bayview Pavilions Community Titles Scheme and that Prudential Body Corporate Management, P O Box 4, Holland Park. Qld. 4121 be recorded as the address for service of the Body Corporate for the scheme.

7. Execution by applicant

Execution Date

Applicant's or Solicitor's Signature

8/6/00

FIREFAST PTY. LTD. by its duly constituted
attorney KERRY MICHAEL FINN, who
certifies that the Power of Attorney has not
been revoked at the date hereof, under
Power of Attorney No. K84950E.

to print full name if signing on behalf of the Applicant

FIRST/NEW COMMUNITY MANAGEMENT STATEMENT

28500

This statement incorporates and must include the following:

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

CMS LABEL NUMBER

1. Name of community titles scheme

Bayview Pavilions Community Titles Scheme

2. Regulation module

Accommodation Module

3. Name of body corporate

Body Corporate for Bayview Pavilions Community Titles Scheme

4. Scheme land

Description of Lot

County

Parish

Title Reference

Common property of Bayview Pavilions
Community Titles Scheme.
Lots 1 to 24 on SP133633

Ward

Barrow

5. Name and address of original owner #

Firefast Pty Ltd ACN 010 859 793
of PO Box 1004, Runaway Bay 4216
first community management statement only

6. Reference to plan lodged with this statement

SP 133633

7. Local Government community management statement notation

KENNETH COLIN McDONALD
Authorised Officer

.....signed

.....name and designation

COUNCIL OF THE CITY OF GOLD COAST Local Government

8. Execution by original owner/Consent of body corporate

Execution Date

*Execution

8/6/00

FIREFAST PTY. LTD. by its duly constituted
attorney KERRY MICHAEL FINN, who
certifies that the Power of Attorney has not
been revoked at the date hereof, under
Power of Attorney No K8495.

.....
I hereby offer to execute for a first community management statement
Body corporate to execute for a new community management statement

This relates to a First Community Management Statement relating to Bayview Pavilions Community Titles Scheme

SCHEDULE A - SCHEDULE OF LOT ENTITLEMENTS		
Lot on Plan	Contribution	Interest
Lot 1 on SP133633	1	1
Lot 2 on SP133633	1	1
Lot 3 on SP133633	1	1
Lot 4 on SP133633	1	1
Lot 5 on SP133633	1	1
Lot 6 on SP133633	1	1
Lot 7 on SP133633	1	1
Lot 8 on SP133633	1	1
Lot 9 on SP133633	1	1
Lot 10 on SP133633	1	1
Lot 11 on SP133633	1	1
Lot 12 on SP133633	1	1
Lot 13 on SP133633	1	1
Lot 14 on SP133633	1	1
Lot 15 on SP133633	1	1
Lot 16 on SP133633	1	1
Lot 17 on SP133633	1	1
Lot 18 on SP133633	1	1
Lot 19 on SP133633	1	1
Lot 20 on SP133633	1	1
Lot 21 on SP133633	1	1
Lot 22 on SP133633	1	1
Lot 23 on SP133633	1	1
Lot 24 on SP133633	1	1
	24	24

SCHEDULE B

EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

Three Storey Walkup with security entrance and community facilities.

Utility Infrastructure

(1) The original owner will provide and have installed all necessary utility infrastructure to each lot in the scheme to allow for the following utility services:

- ❖ water supply
- ❖ electricity supply
- ❖ telephone service
- ❖ a sewer system
- ❖ a drainage system
- ❖ rubbish
- ❖ intercom

SCHEDULE C - BY-LAWS

The by laws in Schedule 2 of the Act will not apply to the scheme and the following by laws will apply.

1. Interpretation

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

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

Reference to the whole includes any part of the whole.

This relates to a First Community Management Statement relating to Bayview Pavillions Community Titles Scheme

(b) Throughout these By-laws, the following terms will, where the context so admits, have the meanings herein ascribed to them.

"Act" means the Body Corporate and Community Management Act 1997 and the Regulation Module applying to the Scheme;

"Body Corporate" means the Body Corporate established upon the registration of the Community Titles Scheme;

"By-laws" means these By-laws or any specified part of them;

"Common Property" means the common property referred to in the Community Titles Scheme;

"Committee" means the Committee of the Body Corporate appointed pursuant to the Act;

"Committee's Representative" means a member of the Committee appointed from time to time for the purpose of representing the Committee;

"Community Titles Scheme" means the "Bayview Pavillions" Community Titles Scheme No.

"Heavy Vehicle" includes a motor vehicle in excess of two (2) tonnes weight;

"Lot" means a lot in the Community Titles Scheme and includes a unit constructed on the Lot;

"Manager" means the person or corporation appointed by the Body Corporate from time to time as resident caretaker to, amongst other things, keep the Common Property in good order;

"Motor Vehicles" includes motor bikes but does not include motor vehicles in excess of 2 (two) tonnes weight, caravans, campervans or mobile homes;

"Original Owner" has the meaning given to it in the Act;

"Recreation Area" includes barbecue area, pool and spa, social area and similar areas and facilities on the Scheme Land;

"Scheme Land" means all the land contained in the Community Titles Scheme;

"Person" includes a company;

"Scheme" means the community title scheme created on subdivision of the Scheme Land;

"Secretary" means the Secretary of the Body Corporate;

2. Use of Lot

- a) Each Lot (excluding any garage) will be used for residential purposes only, except for Lot 1 which may be used for residential purposes and management purposes and for the purpose of carrying on the business of letting Lots in the Community Titles Scheme on behalf of the owners of such Lots; and
- b) Subject to by-law 24(a)(i), the garages situated on each Lot will be used for parking of Motor Vehicles only.
- c) The Body Corporate shall be empowered to enter into Agreements from time to time with the owner of Lot 1 or any party associated with the said owner who has care and control of the said lot to caretake and/or manage the

common property and the Scheme at "Bayview Pavillions" and to let lots upon such terms and conditions as the Body Corporate shall decide upon in General Meeting.

- d) The Committee hereby consents to the Manager's application to the Auctioneers and Agents Act of the Office of Consumer Affairs to conduct a letting business in relation to the lots in "Bayview Pavillions" from Lot 1.

3. General Appearance of Lots

No structural alterations will be made to any unit (including any alteration to gas, water or electrical installations or work for the purpose of enclosing in any manner whatsoever the balcony, if any, of any unit). An owner or occupier of a Lot must not in any way alter the exterior appearance of the Lot, including the garden and grounds (if any) nor cause to be constructed or placed upon any part of the Lot which can be viewed from outside the Lot any materials or items without the prior written consent of the Committee.

4. Maintenance of Lots and Units

a) An owner or occupier of a Lot will:-

- (i) be responsible for the proper maintenance and decoration of his or her Lot;
- (ii) maintain in good condition and repair any Improvements constructed or installed on the Lot (including where necessary, renewal or replacement of the whole or part thereof) and, where appropriate, will not use building materials and external finishes other than of the same colour and type as those comprised in such Improvements without the prior written consent of the Committee;
- (iii) maintain the interior of his Unit in a clean condition and take all practical steps to prevent infestation by vermin and/or insects;
- (iv) maintain at the expense of the owner or occupier of a Lot in good condition and repair and keep clean any part of the Common Property which the owner has the exclusive use of.

b) The Committee may give written notice to an owner or occupier of a Lot requiring that:

- (i) the Improvements be put in a state of good condition and repair (including where necessary, renewal or replacement of the whole or part thereof); and
- (ii) the obligations under by-law 4(a)(iv) be complied with, and if such notice has not been complied with to the reasonable satisfaction of the Committee within 14 days of the date of that notice, the Committee may, in its absolute discretion, cause the Improvements to be put in such a state or the obligations under by-law 4(a)(iv) to be carried out (as the case may be) in accordance with the notice and the owner or occupier (as the case may be) will forthwith pay the costs incurred or payable by the Body Corporate in that regard on demand.

c) An owner or occupier of a Lot will allow the Committee and the servants and contractors of the Body Corporate access to the Lot and the Improvements at all reasonable times for the purpose of inspection and carrying out works

This relates to a First Community Management Statement relating to Bayview Pavilions Community Titles Scheme

under this by-law provided that the Committee gives the owner or occupier reasonable notice of its intention to enter upon the relevant Lot and carry out works under this by-law;

- d) For the purposes of this by-law "Improvements" includes walls, windows, garage roller doors, doors, fly screens, gates, walkways, paths, driveways, yard, lawn, landscaping, garden, plants and irrigation, and drainage facilities located within a Lot;

- e) If an owner or occupier of a Lot does not maintain that part of his Lot which is exterior to the Unit constructed on the Lot, the Body Corporate may arrange for the Manager to enter the Lot and maintain that area at the Lot owner's expense;

5. Appearance of Units

- a) Subject to paragraph (b) of this by-law and by-law 35, an owner or occupier of a Lot will not hang washing, towels, bedding, clothing or other articles [except on clothes lines in designated areas provided by the Body Corporate (if any)] or display any sign, advertisement, placard, banner, pamphlet or like matter on the Common Property or on any part of his or her Lot in such a way as to be visible from outside the Lot.
- b) the Manager is permitted to display reasonable signs or notices on the Scheme Land offering for sale or lease any Lot but such signs or notices must not detract from the overall appearance of the development.

6. Water Apparatus

- a) An owner or occupier of a Lot will ensure that all water taps on his Lot are properly turned off after use.
- b) The water closets, conveniences and other water apparatus including water pipes and drains in each Unit must not be used for any purpose other than those for which they were constructed and no sweepings or rubbish and other unsuitable substances shall be deposited therein.
- c) Any costs or expenses resulting from damage or blockage to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence will be borne by such owner or occupier whether the same is caused by his or her own acts or those of members of his household or his servants or agents or guests.

6. Lighting and Heating of Units

The owner or occupier of a Lot must not use any chemicals, burning fluids, acetylene gas or alcohol in lighting or heating a Unit nor in any other way cause or increase a risk of fire or explosion in such Unit.

7. Storage of Flammable Liquids, etc.

An owner or occupier of a Lot must not, except with the prior written consent of the Body Corporate, use or store upon his Lot or upon the Common Property any flammable chemical, liquid, gas or other flammable material, other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

8. Windows

The windows of a Unit will be kept clean and promptly replaced with fresh glass of the same kind colour and weight as at present if broken or cracked.

9. Window Covers

- a) Without the written consent of the Committee in its absolute discretion obtained beforehand, no window shall be tinted or covered with aluminium foil or similar reflective material and no shutters, awnings or other window cover shall be affixed externally to any building or be visible from the exterior of the building. This by-law will not prevent security screens being installed over windows but only after the written consent of the Committee as to the type, quality, colour and style of security screen has been obtained. Such consent may be withheld in the absolute discretion of the Committee.
- b) An owner or occupier must not hang curtains visible from outside the Lot unless those curtains have a backing, in such colour and design which has been approved by the Committee. An owner must not install, renovate and/or replace a curtain backing or window treatment without having the colour and design of same approved by the Committee. In giving such approvals, the Committee must ensure, so far as practicable, that curtain backing and window treatment used in all Lots have colours that are sympathetic to the tones of the improvements on the Scheme Land and present an aesthetic appearance when viewed from Common Property or any other lot.

10. Intentionally Blank

11. No Variation to Appearance

Subject to by-law 35, an owner or occupier of a Lot must not do anything to vary the external appearance of the Lot or vary the Common Property without the prior written consent of the Committee.

12. Antennae

No television, radio or other electronic antenna or device of any type may be erected, constructed or placed or permitted to remain on any Lot or on the Common Property unless and until the same has been approved in writing by the Committee or unless the same is contained within a Unit and not visible from the exterior of such Unit.

13. Security of Units

All doors (including garage doors) and windows to any Unit shall be securely fastened on all occasions when the Unit is left unoccupied and the Committee reserves the right to enter and fasten the same if left insecurely fastened.

14. Insurance

An owner or occupier of a Lot must not bring to, do or keep anything on his Lot which may increase the rate of fire insurance on his Unit or any other part of the Scheme Land or which may conflict with the laws and/or regulations relating to fires or any insurance policy for such Lot or Scheme Land or the regulations or ordinances of any public authority for the time being in force.

15. Nuisance

No noxious or offensive trade or activity may be carried on upon the Scheme Land or in any Lot nor may anything be done thereon which may be, or may become an annoyance or nuisance to the neighbourhood or which may be likely to interfere with the peaceful enjoyment of the owners and occupiers of other Lots or any other person lawfully using the Common Property. In particular and without limiting the generality of the foregoing:-

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- a) No loud noises, noxious odours, exterior speakers, horns, whistles, bells or other sound devices (other than security or warning devices used exclusively for such purposes) noisy or smoking vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or items which may unreasonably interfere with television or radio reception of any residence may be located used or placed on any portion of the Scheme Land or exposed to the view of other owners or occupiers without the prior written consent of the Body Corporate;
- b) All musical instruments, wirelesses, radiograms, television sets, stereos and the like shall be controlled so that the sound arising therefrom is reasonable and will not cause annoyance to other owners and occupiers of Lots on the Scheme Land;
- c) Guests leaving after 11.00 pm must be requested by their hosts to leave quietly and quietness must also be observed when owners and occupiers return to their Units late at night or in the early morning hours;
- d) In the event of any unavoidable noise in a Unit at any time the occupier or owner thereof will take all practical means to minimise annoyance to other residents by closing all doors, windows and curtains of their Unit and also such further steps as may be within their power for the same purpose.
16. **Obstruction**
An owner or occupier of a Lot must not obstruct the lawful use of the Common Property by any person. The pathways and driveways on the Common Property and any easement giving access to the Common Property must not be obstructed by any such owner or occupier or used by them for any other purpose than the reasonable ingress and egress to and from their particular Lot.
17. **Depositing Rubbish on Common Property**
An owner must not:-
- a) deposit or throw upon the Common Property or the exterior of a Lot any rubbish, dirt, dust or other material likely to interfere with the peaceful use and enjoyment of another owner or occupier or of any person lawfully using the Common Property;
- b) throw or allow to fall or permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of any window, door, skylight or balcony (if any) of his Unit.
- Any damage or costs for cleaning or repair caused by breach hereof will be borne by the owner or occupier concerned.
18. **Garbage Disposal**
An owner or occupier of a Lot must:-
- a) save where the Body Corporate provides some other means of disposal of garbage, maintain within his Unit, or on such part of the Scheme Land as may be authorised by the Body Corporate, in a clean and dry condition and adequately covered, a receptacle for garbage;
- b) comply with all local authority By-laws and ordinances relating to the disposal of garbage;
- c) ensure that the health, hygiene and comfort of the owner or occupier of any other Lot is not adversely affected by his disposal of garbage.
19. **Damage to Lawns, etc. on the Scheme Land**
An owner or occupier of a Lot must not:-
- a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon the Scheme Land; or
- b) except with the prior written consent of the Body Corporate, use for his own purposes as a garden any portion of the Common Property.
20. **Damage to the Common Property or Unit**
An owner or occupier of a Lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property except with the consent in writing of the Body Corporate.
21. **Committee to be Notified of Accidents etc.**
An owner or occupier of a Lot must give to the Committee or Caretaker prompt notice of any accident to or defect in any water pipes, gas pipes, electric installations or fixtures which comes to his knowledge and the Committee will have authority by its servants or agents in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as they may deem necessary for the safety and preservation of any Lot or any buildings on the Scheme Land as often as may be necessary.
22. **Visitors' Car Parking**
- a) The Committee may in its absolute discretion by written notice from time to time to the owners and occupiers of Lots within the Scheme Land nominate which car parking spaces situated within the Common Property may be used by the invitees of occupiers of Lots.
- b) An occupier of a Lot must use his best endeavours to ensure that his invitees do not park or stand any Motor Vehicle upon the Scheme Land except within a car parking space which the Committee has nominated under this by-law but such invitee's Motor Vehicle must not be permitted to park overnight on the Scheme Land without the prior written consent of the Committee.
- c) Any person parking in such visitor car parks without the written consent of the Committee or in breach of these by-laws shall have their car towed away at their expense.
23. **Use of Caravans etc. and Heavy Vehicles**
- a) An owner or occupier of a Lot must not:-
- (i) Permit any caravan, campervan, mobile home, boat or trailer upon the Common Property or upon his Lot unless the same is housed in a garage or car space on the Lot;
- (ii) permit any occupation of a caravan, campervan or mobile home upon his Lot;
- (iii) drive or permit to be driven any Heavy Vehicle into or over the Common Property other than such Heavy Vehicles necessary to complete the construction of

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- Improvements on the Scheme Land, and any Heavy Vehicles entitled to come on the Common Property by any statute and/or local authority ordinances.
- b) For the purposes of this by-law "Improvements" includes Units, buildings, swimming pools, outdoor recreation areas, putting green, tennis court, entertainment areas, walkways, paths, driveways landscaping, irrigation, drainage facilities and any other structures or improvements.
24. **Inspection of Units**
- a) Upon one (1) day's notice in writing the Committee and its servants, agents and contractors will be permitted to inspect any Lot including the interior of any Unit and to test any electrical, gas or water installation or equipment thereon and to trace and repair any leakage or defect in the said installations or equipment (at the expense of the owner or occupier of the Lot concerned).
- b) If not so permitted they may effect an entry without liability for any damage occasioned to the Lot or any structure thereon in effecting the entry.
- c) The Committee, in exercising this power, will ensure that its servants, agents and employees cause as little inconvenience to such owner or occupier as is reasonable in the circumstances.
25. **Observance of These By-Laws**
- The duties and obligations imposed by these By-laws on an owner or occupier of a Lot must be observed not only by such owner or occupier but by the tenants, guests, servants, employees, agents, children, invitees and licensees of such owner or occupier. An owner or occupier of a Lot must take all reasonable steps to ensure that his invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another Lot or of any person lawfully using the Common Property.
26. **Repairs by the Body Corporate**
- Where the Body Corporate expends money to make good the damage caused by a breach of the Act or of these By-laws by an owner or occupier of a Lot or the tenants, guests, servants, employees, agents or children, invitees or licensees of such owner or occupier or any of them, the Committee will be entitled to recover the amount so expended as a debt in an action in any court of competent jurisdiction from the owner of the Lot at the time when the breach occurred.
27. **Contractors**
- An owner or occupier of a Lot must not directly instruct any contractors or workmen employed by the Committee unless so authorised, and all requests for consideration of any particular matter to be referred to the Committee shall be directed to the Committee's Representative, who shall in turn refer the same to the Committee for determination.
28. **Notification of Infectious Diseases**
- In the event of any infectious disease which may require notification by virtue of any statute, regulation or ordinance affecting any person upon any Lot the owner or occupier of such Lot must give, or cause to be given, notice thereof and any other information which may be required relative thereto to the Committee and shall pay to the Committee the expenses of disinfecting the Lot where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease.
29. **Notices to be Observed**
- An owner or occupier of a Lot must observe the terms of any notice displayed on any part of the Common Property by authority of the Committee or of any statutory authority.
30. **Rules Relating to Common Property**
- The Committee may make rules (including the imposition of a charge for the use of the barbeque) relating to the Common Property and in particular in relation to the use of any improvements on the Common Property including Recreation Areas and other facilities, not inconsistent with these By-laws and the same must be observed by the owners or occupiers of Lots unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Body Corporate.
31. **Times for Use of Recreation Areas**
- The Recreation Areas must not be used between the hours of 9.30 pm and 7.00 am or such other hours as agreed to by the Committee and the Manager.
32. **Rules for Use of Recreation Areas**
- All owners or occupiers of Lots when making use of the Recreation Areas must ensure:-
- a) that his invitees and guests do not use the same or any of them unless he or another owner or occupier accompanies them;
 - b) that children below the age of thirteen (13) years are not in or around the same unless accompanied by an adult owner or occupier exercising effective control over them;
 - c) that he and his invitees exercise caution at all times and not behave in any manner that is likely to interfere with the use and enjoyment of the same by other persons;
 - d) if congestion is experienced in the use of the Recreation Areas, the Manager may arrange for the implementation of systems for the mutual benefit of all owners and occupiers of lots in the Scheme Land;
 - (e) that animals are not permitted in this area;
 - (f) that no glass receptacles are permitted in the pool area;
 - (g) that Management accepts no responsibility for the use of Recreation Areas.
33. **Maintenance of Swimming Pool and Spa**
- An owner or occupier of a Lot must not without proper authority operate, adjust or interfere with the operation of any equipment associated with the swimming pool and spa or add any chemical or other substance to the same.
34. **Sale of Lots**
- Whilst the Original Owner remains an owner of any Lot in the Scheme Land it and its respective servants and/or agents will be entitled:-

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- a) to utilise any Lot on the Scheme Land of which it remains owner as a display unit for the purpose of allowing prospective purchasers of any such Lot to inspect such Lot;
 - b) to place such signs and other advertising and display material in and about the Lot, and about the Common Property which signs will in all respects be attractive and tasteful having regard to the visual and acoustic privacy of other Lots and the general aesthetics and amenity of the Scheme Land, and
 - c) together with persons authorised by it, to pass over the Common Property to gain access to and egress from any Lot.
35. **No Objection**
The Original Owner is permitted to use and damage the Common Property for the purpose of developing the Scheme Land. If any damage is caused to the Common Property or anything on the Common Property, the Original Owner will make good the damage at its expense.
36. **By-Laws to be Exhibited**
A copy of these By-laws (or a precis thereof approved by the Committee) must be exhibited in a prominent place in any Unit made available for letting.
37. **Speed Limits**
An owner or occupier of a Lot must not exceed the speed limit of 10kms per hour or such other speed nominated by the Committee from time to time and agreed to by the Manager (the "Speed Limit") while driving any Motor Vehicle or Heavy Vehicle on the Common Property and must use his best endeavours to ensure that his invitees do not exceed the Speed Limit in such circumstances.
38. **Costs**
An owner or occupier must pay on demand the whole of the Body Corporate's reasonable costs and expenses (including solicitor and own client costs) incurred in recovering any charges levied under the Act or enforcing these by-laws. Such costs and expenses will be deemed to be a liquidated debt due to the Body Corporate.
39. **Structural Alterations to the Interior of Lots**
The manner and style of any structural fit out or structural alteration to the interior of any Lot must have the prior written approval of the Committee. Such approval may be granted with or without reasonable conditions. The Committee will be entitled to request copies of such plans and specifications as it might consider necessary to enable it to grant its approval and the owner of a Lot shall comply with all such requests. Where kitchen facilities are to be installed an extraction system approved by the Committee and relevant statutory authorities must be installed. All reasonable costs of the Body Corporate in considering any fit outs or alterations under this by-law will be payable by the relevant owner on demand.
40. **Alterations to the Exterior of Lots**
Where an owner proposes to carry out work which will alter the exterior of any Lot, he must follow the procedure set out below:-
 - a) Apply in writing to the Committee, outlining the proposed work and provide plans and specifications. Such plans and specifications must be of the same architectural standard as the development.
 - b) The Committee, on behalf of the owner, shall submit to the architect nominated by the Committee from time to time the plans and specifications for his consent in writing. The Committee will use its best endeavours to ensure that the architect gives a decision with reasonable expedition.
 - c) The decision of the architect to consent or not to any plans and specifications will be final, provided that the architect will be entitled to consent to such plans with appropriate variations and/or conditions. If the architect refuses to give such consent or consents subject to variations to the plans and/or conditions, the owner will not be entitled to make the alterations proposed or shall only be able to make them if the variations are incorporated or the conditions complied with (as the case may be).
 - d) If the architect consents to such plans with or without variations or conditions then, at the request of the relevant owner, the proposal will be submitted to a meeting of the Committee for permission to proceed with the works as approved by the architect.
 - e) Any reasonable costs associated with the procedure outlined above, including any fee from the architect must be paid by the owner seeking to make the alterations. If requested by the Committee, an estimate of the fee must be paid in advance by the owner to the Committee before it submits the plans and specifications to the architect for approval.
41. **Auction/Garage Sales**
An owner of a Lot must not permit any auction or garage sale to be conducted or to take place in his Lot or in the dwelling or upon the Scheme Land without the prior approval in writing of the Committee.
42. **Access by Electricity Authority**
If a lot contains an electricity meter and/or switchboard, an owner or occupier of that lot must make such meter and/or switchboard available for access at all times by all other owners and occupiers of lots in the Scheme Land and by the relevant body administering the supply of electricity to lots in the Scheme Land.
43. **Severability**
If it is held by a Court of competent jurisdiction that:
 - (a) any part of these by-laws is void, voidable, illegal, unenforceable or ultra-vires; or
 - (b) these by-laws would be void, voidable, illegal, unenforceable or ultra-vires unless any part of these by-laws were severed therefrom;that part will be severed from and will not affect the continued operation of the remainder of these by-laws.
44. **Power of Committee**
The Committee may make rules relating to the common property and other facilities, not inconsistent with these By-Laws and the same shall be observed by the owners

This relates to a First Community Management Statement relating to Bayview Pavilions Community Titles Scheme

or occupiers of lots unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Body Corporate.

45. Security

The Committee of the Body Corporate may take all reasonable steps to ensure the security of the parcel and Body Corporate personal property and the observance of these by-laws and without limiting the generality of the foregoing may:

- a) close any part of the common property not required for ingress or egress to a lot or car parking space on either a temporary basis or otherwise restrict the access to or use by owners or occupiers of any such part of the common property;
- b) permit any designated part of the common property to be used by any security person firm or company (to the exclusion of owners and occupiers generally) as a means of monitoring the security and general safety of the parcel;
- c) obtain install and maintain locks, alarms, communication systems and other security devices.

46. Security Keys

- a) If the Committee of the Body Corporate in the exercise of any of its powers under these by-laws restricts the access of owners or occupiers to any part of the common property by means of any lock or similar security device, it may make such a number of keys or operating systems as it determines available to owners free of charge and thereafter may at its discretion make additional numbers thereof available to owners upon payment of such reasonable charge therefore as may be determined from time to time by the Committee of the Body Corporate;
- b) An owner or occupier of a lot to whom any key or operating system is given pursuant to these by-laws shall exercise a high degree of caution and responsibility in making the same available for use and shall take reasonable precautions (which shall include an appropriate covenant in any lease or licence of a lot to such occupier) to ensure return thereof to the owner or the Body Corporate upon the occupier ceasing to be an occupier;
- c) An owner or occupier of a lot into whose possession any key or operating system referred to in these by-laws has come shall not without the prior approval in writing of the Committee of the Body Corporate duplicate the same or permit the same to be duplicated and shall take all reasonable precautions to ensure that same is not lost or handed to any other person other than another owner or occupier and is not disposed of otherwise than by returning it to the Body Corporate;
- d) An owner or occupier of a lot who is issued with a key or operating system referred to in these by-laws shall immediately notify the Body Corporate if same is lost or misplaced.

47. Submission of Motions

That the Committee of the Body Corporate be empowered to submit motions to general meetings of the Body Corporate.

48. Exclusive Use-Car Spaces and Storage Spaces

- a) The owners for the time being of Lots identified in Schedule E are entitled to the exclusive use for himself/erself or itself and their licensees of the areas allocated therein and as identified on the sketch plan marked A annexed hereto.
- b) Each proprietor to whom exclusive use of a space is given pursuant to this by-law shall use such space for the purpose of car parking or general storage only and shall not litter the area or so use the same as to create a nuisance.
- c) The Body Corporate shall continue to be responsible to carry out its duties pursuant to Section 108(1) and (2) of the Accommodation Module of the BCCM at its own expense.

49. Keeping of Animals

Subject to Section 143(1) BCCM, a proprietor or occupier of a lot shall be permitted to keep a small animal upon his lot provided however that if the Committee of the Body Corporate gives written notice to such proprietor or occupier that such animal is causing a nuisance to proprietors or occupiers of other lots, the proprietor or occupier shall forthwith remove the animal or animals specified in the notice from the relevant lot. For the purpose of this by-law "animal" means dogs, cats, fish and birds.

- a) All animals kept in any lot shall be housed within the said lot and shall not be housed on common property including any areas of exclusive use.
- b) All animals kept in any lot shall not be exercised or allowed to roam on common property and shall not be allowed to enter any swimming pool on the common property.
- c) All animals kept in any lot shall be conveyed from such lot across the common property in the control of its owner or other authorised person and shall not be allowed to cross common property other than by means of being carried or conveyed, if necessary in a closed container.
- d) Animals shall not be allowed into common areas and in the event that such animals foul areas adjoining common areas, then such owners shall immediately clean such area.
- e) Owners of animals shall strictly comply with all government regulations in respect of care and control of such animals including all local government regulations.
- f) The proprietor or occupier of any lot in which the animal is kept shall strictly control the cleanliness of such animal and shall ensure that the lot in which such animal is kept free of all insects and other vermin and shall ensure that

This relates to a First Community Management Statement relating to Bayview Pavilions Community Titles Scheme

such lot is fumigated as necessary to control such insects or vermin.

- g) The owners of animals shall keep control of such animal at all times and shall ensure that such animal does not annoy, injure or otherwise create a nuisance for the occupants of any lot either by noise or by other means.
- h) Should the committee consider that any owner of an animal has breached all or any of the requirements of the committee in respect of the keeping of such animal, then the committee may order the removal of such animal at any time without notice and in the complete discretion of the committee, and in that case the owner of such animal shall forthwith remove the said animal from the common property and from any lot in which the animal is kept.

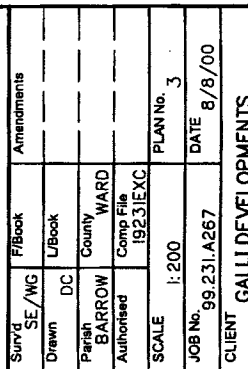
SCHEDULE D - ANY OTHER REQUIRED OR PERMITTED DETAILS

Not applicable

SCHEDULE E - ALLOCATION OF EXCLUSIVE USE AREAS

Lot on Plan	Exclusive Use Area - Plan A
Lot 1 on SP133633	Areas 1 and L1
Lot 2 on SP133633	Areas 2 and L2
Lot 3 on SP133633	Areas 3 and L3
Lot 4 on SP133633	Areas 4 and L4
Lot 5 on SP133633	Areas 5 and L5
Lot 6 on SP133633	Areas 6 and L6
Lot 7 on SP133633	Areas 7 and L7
Lot 8 on SP133633	Areas 8 and L8
Lot 9 on SP133633	Areas 9 and L9
Lot 10 on SP133633	Areas 10 and L10
Lot 11 on SP133633	Areas 11 and L11
Lot 12 on SP133633	Areas 12 and L12
Lot 13 on SP133633	Areas 13 and L13
Lot 14 on SP133633	Areas 14 and L14
Lot 15 on SP133633	Areas 15 and L15
Lot 16 on SP133633	Areas 16 and L16
Lot 17 on SP133633	Areas 17 and L17
Lot 18 on SP133633	Areas 18 and L18
Lot 19 on SP133633	Areas 19 and L19
Lot 20 on SP133633	Areas 20 and L20
Lot 21 on SP133633	Areas 21 and L21
Lot 22 on SP133633	Areas 22 and L22
Lot 23 on SP133633	Areas 23 and L23
Lot 24 on SP133633	Areas 24 and L24



















PLAN A



Bennett & Bennett
Consulting Surveyors, Development Consultants
& Town Planners

BBH Pty. Ltd. A.C.N. 010 427 531
All mail to : PO Box 5021 G.C.M.C. Qld 9726
email: benbenn@alinet.com.au

21 Dreamworld Parkway,
Coomera
Ph (07) 5573 6177
Fax (07) 5599 4342

Plan of Exclusive Use Areas
L1-L24 & 1-24
 in part of the Common Property
 on Level A (Basement) of
 "Bayview Pavilions" CTS

BAYVIEW PAVILIONS CTS 28500

BALANCE SHEET

AS AT 13 AUGUST 2025

	ACTUAL 13/08/2025	ACTUAL 31/07/2025
<u>OWNERS FUNDS</u>		
Administrative Fund	(318.53)	(15,238.67)
Sinking Fund	234,389.91	224,181.41
<u>TOTAL</u>	<u>\$ 234,071.38</u>	<u>\$ 208,942.74</u>
<u>THESE FUNDS ARE REPRESENTED BY</u>		
<u>CURRENT ASSETS</u>		
Cash At Bank	163,352.00	156,225.53
Stratacash 23585149 M07/01/26	60,000.00	60,000.00
Levies Billed Not Due	0.00	37,400.16
Levies - Prepayments	661.32	120.00
Levies In Arrears	10,450.00	7,333.32
Other Arrears	1,464.78	1,584.50
<u>TOTAL ASSETS</u>	<u>235,928.10</u>	<u>262,663.51</u>
<u>LIABILITIES</u>		
G S T Clearing A/C	(1,157.89)	(319.89)
Arrears Clearing A/C	31.50	0.00
Creditors	1,720.61	1,555.40
Next Year Discounts	0.00	(4,363.24)
Levies Billed Not Due	(0.02)	34,000.12
Levies - Prepayments	601.20	109.09
Levies In Advance	661.32	22,739.29
<u>TOTAL LIABILITIES</u>	<u>1,856.72</u>	<u>53,720.77</u>
<u>NET ASSETS</u>	<u>\$ 234,071.38</u>	<u>\$ 208,942.74</u>

BAYVIEW PAVILIONS CTS 28500

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 AUGUST 2025 TO 13 AUGUST 2025

	ACTUAL 01/08/25-13/08/25	BUDGET 01/08/25-31/07/26	VARIANCE %	ACTUAL 01/08/24-31/07/25
<u>ADMINISTRATIVE FUND</u>				
<u>INCOME</u>				
Contributions Levied	21,500.07	0.00		85,999.86
Discounts	(3,941.57)	0.00	0.00	(16,029.52)
Late Payment Penalties	0.00	0.00	0.00	1,197.99
Sundry - Insurance Claim Reimb	0.00	0.00	0.00	9,106.36
TOTAL INCOME	17,558.50	0.00		80,274.69
<u>EXPENDITURE</u>				
Accountant - Bas Lodgment	0.00	0.00	0.00	955.00
Accountant - Bas & Tax Prep	275.00	0.00		503.00
Admin - Fees & Subscriptions	0.00	0.00	0.00	59.50
Bank Charges - Stratapay Fees	0.00	0.00	0.00	105.60
Cleaning - Bins/Garbage Chutes	0.00	0.00	0.00	2,737.64
Cleaning Service	122.00	0.00		3,016.00
Electrical Repairs	0.00	0.00	0.00	250.91
Fire Protection Services	133.34	0.00		2,930.06
Garden/Lawn - Maintenance	1,200.00	0.00		13,280.00
Insurance - Broker Fee	0.00	0.00	0.00	190.98
Insurance - Premium	0.00	0.00	0.00	7,711.66
Insurance - Premium Building	0.00	0.00	0.00	25,650.81
Insurance - Premium Stamp Duty	0.00	0.00	0.00	3,228.12
Insurance - Claim Expense	0.00	0.00	0.00	5,606.36
Legal Services	0.00	0.00	0.00	1,470.00
Legal Services - Debt Recovery	0.00	0.00	0.00	60.00
Management Fee	0.00	0.00	0.00	3,520.40
Management Fee - Audit Prep.	0.00	0.00	0.00	(216.00)
Management Fee - Communication	0.00	0.00	0.00	540.00
Management Fee - Disbursements	0.00	152.00	0.00	1,489.40
Management Fee - Extra Duties	0.00	0.00	0.00	2,069.93
Management - S/Ware & Archive	0.00	0.00	0.00	162.00
Minor Building Maintenance	0.00	0.00	0.00	6,559.39
Pest Control Services	0.00	0.00	0.00	562.73
Plumbing Maintenance	0.00	0.00	0.00	3,611.00
Pool Maintenance	113.64	0.00		1,208.47
Utilities - Electricity	794.38	0.00		3,699.53
Utilities - Govt Rebates	0.00	0.00	0.00	(1,375.00)

BAYVIEW PAVILIONS CTS 28500

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 AUGUST 2025 TO 13 AUGUST 2025

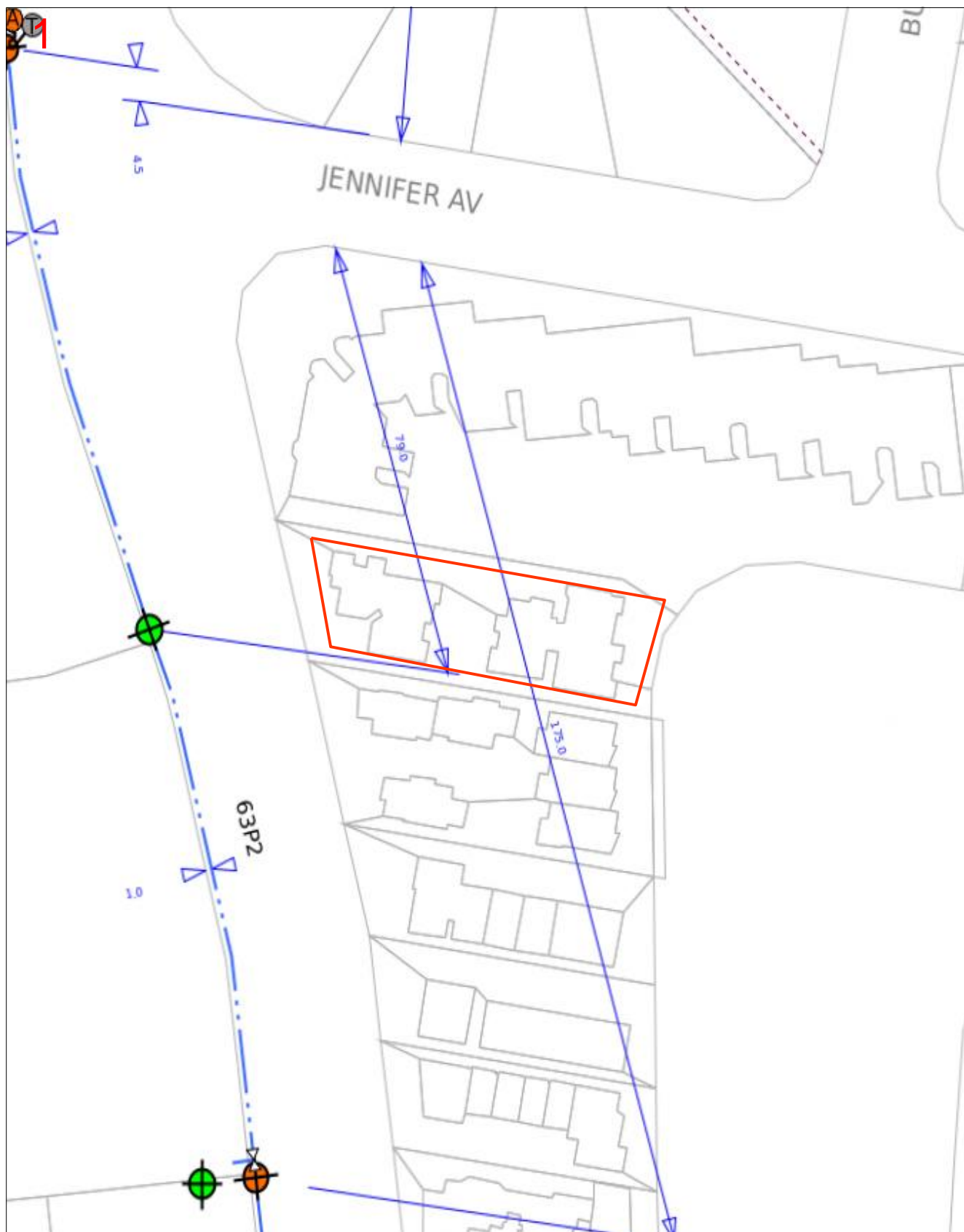
	ACTUAL 01/08/25-13/08/25	BUDGET 01/08/25-31/07/26	VARIANCE %	ACTUAL 01/08/24-31/07/25
<u>TOTAL EXPENDITURE</u>	2,638.36	152.00		89,587.49
<u>SURPLUS (DEFICIT)</u>	<u>\$ 14,920.14</u>	<u>\$ (152.00)</u>		<u>\$ (9,312.80)</u>
Opening Balance	(15,238.67)	(15,238.67)	100.00	(5,925.87)
<u>ADMINISTRATIVE FUND BALANCE</u>	<u>\$ (318.53)</u>	<u>\$ (15,390.67)</u>		<u>\$ (15,238.67)</u>

BAYVIEW PAVILIONS CTS 28500

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 AUGUST 2025 TO 13 AUGUST 2025

	ACTUAL 01/08/25-13/08/25	BUDGET 01/08/25-31/07/26	VARIANCE %	ACTUAL 01/08/24-31/07/25
<u>SINKING FUND</u>				
<u>INCOME</u>				
Contributions Levied	12,500.07	0.00		181,999.86
Discounts	(2,291.57)	0.00	0.00	(32,321.14)
Interest On Investments	0.00	0.00	0.00	1,595.75
<u>TOTAL INCOME</u>	10,208.50	0.00		151,274.47
<u>EXPENDITURE</u>				
Electrical Repairs	0.00	0.00	0.00	1,250.00
Pumps, Generators & Motors	0.00	0.00	0.00	2,280.00
Shutter Replacements	0.00	0.00	0.00	42,418.33
<u>TOTAL EXPENDITURE</u>	0.00	0.00		45,948.33
<u>SURPLUS (DEFICIT)</u>	\$ 10,208.50	\$ 0.00		\$ 105,326.14
Opening Balance	224,181.41	224,181.41	100.00	118,855.27
<u>SINKING FUND BALANCE</u>	\$ 234,389.91	\$ 224,181.41		\$ 224,181.41



Scale 1: 700

Map Sources: Esri, Garmin, HERE, FAO, NOAA, USGS,
© OpenStreetMap contributors, and the GIS User Community



Enquiry Area

Map Key Area



Legend

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

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: PSC0252511

2. Location of the swimming pool

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

Street address:

89 BAYVIEW ST

RUNAWAY BAY QLD

Postcode

4

2

1

6

Lot and plan details:

9999/SP/133633

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

1

5. Pool safety certificate validity

Effective date:

1

9

/

0

5

/

2

0

2

5

Expiry date:

1

9

/

0

5

/

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:

Glenn Maxwell Cosman

Pool safety inspector
licence number:

PS101239

Signature:

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

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

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

Privacy statement

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

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

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