

Seller Disclosure Report

Vendor/s

MICHAEL JOHN GEARING

Property Address

UNIT 4N 143 LOWANNA DR, BUDDINA QLD 4575

Prepared On

Monday, August 11, 2025

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Disclosure Statement

Seller disclosure statement



Queensland
Government

Property Law Act 2023 section 99

Form 2, Version 1 | Effective from: 1 August 2025

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

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

This statement does not include information about:

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

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

Part 1 – Seller and property details

Seller MICHAEL JOHN GEARING

Property address UNIT 4N 143 LOWANNA DRIVE, BUDDINA QLD 4575
(referred to as the
“property” in this
statement)

Lot on plan description Lot 4 on BUP102060

Community titles scheme
or BUGTA scheme:

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

☒ **Yes**

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

☐ **No**

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

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

Title details

The seller gives or has given the buyer the following—

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

☒ **Yes**

A copy of the plan of survey registered for the property.

☒ **Yes**

Registered encumbrances	<p>Registered encumbrances, if any, are recorded on the title search, and may affect your use of the property. Examples include easements, statutory covenants, leases and mortgages.</p> <p>You should seek legal advice about your rights and obligations before signing the contract.</p>
Unregistered encumbrances (excluding statutory encumbrances)	<p>There are encumbrances not registered on the title that will continue <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No to affect the property after settlement.</p> <p>Note—If the property is part of a community titles scheme or a BUGTA scheme it may be subject to and have the benefit of statutory easements that are NOT required to be disclosed.</p> <p>Unregistered lease (if applicable)</p> <p>If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows:</p> <ul style="list-style-type: none"> » the start and end day of the term of the lease: » the amount of rent and bond payable: » whether the lease has an option to renew: <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>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>
Statutory encumbrances	<p>There are statutory encumbrances that affect the property. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>If Yes, the details of any statutory encumbrances are as follows:</i></p> <p>Please refer to the attached Statutory Encumbrance Maps and Annexure for further information.</p>
Residential tenancy or rooming accommodation agreement	<p>The property has been subject to a residential tenancy agreement or a rooming accommodation agreement under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> during the last 12 months. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, when was the rent for the premises or each of the residents' rooms last increased? <i>(Insert date of the most recent rent increase for the premises or rooms)</i> <input type="text"/></p> <p>Note—Under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> the rent for a residential premises may not be increased earlier than 12 months after the last rent increase for the premises.</p> <p>As the owner of the property, you may need to provide evidence of the day of the last rent increase. You should ask the seller to provide this evidence to you prior to settlement.</p>

Part 3 – Land use, planning and environment

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

Zoning	<p>The zoning of the property is <i>(Insert zoning under the planning scheme, the Economic Development Act 2012; the Integrated Resort Development Act 1987; the Mixed Use Development Act 199; the State Development and Public Works Organisation Act 1971 or the Sanctuary Cove Resort Act 1985, as applicable)</i>:</p> <p>High Density Residential Zone</p>		
Transport proposals and resumptions	<p>The lot is affected by a notice issued by a Commonwealth, State or local government entity and given to the seller about a transport infrastructure proposal* to: locate transport infrastructure on the property; or alter the dimensions of the property. <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><i>If Yes, a copy of the notice, order, proposal or correspondence must be given by the seller.</i></p>		
Contamination and environmental protection	<p>The property is recorded on the Environmental Management Register or the Contaminated Land Register under the <i>Environmental Protection Act 1994</i>. <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 <i>Environmental Protection Act 1994</i> (for example, land is contaminated, show cause notice, requirement for site investigation, clean up notice or site management plan). <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>A notice under section 369C(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which an environmental enforcement order applies). <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>A notice under section 347(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which a prescribed transitional environmental program applies). <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		
Trees	<p>There is a tree order or application under the <i>Neighbourhood Disputes (Dividing Fences and Trees) Act 2011</i> affecting the property. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>If Yes, a copy of the order or application must be given by the seller.</i></p>		
Heritage	<p>The property is affected by the <i>Queensland Heritage Act 1992</i> or is included in the World Heritage List under the <i>Environment Protection and Biodiversity Conservation Act 1999</i> (Cwlth). <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		
Flooding	<p>Information about whether the property is affected by flooding or another natural hazard or within a natural hazard overlay can be obtained from the relevant local government and you should make your own enquires. Flood information for the property may also be available at the FloodCheck Queensland portal or the Australian Flood Risk Information portal.</p>		
Vegetation, habitats and protected plants	<p>Information about vegetation clearing, koala habitats and other restrictions on development of the land that may apply can be obtained from the relevant State government agency.</p>		

Part 4 – Buildings and structures

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

Swimming pool	There is a relevant pool for the property.	<input type="checkbox"/> Yes	<input checked="" 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
	<i>A notice under section 47 of the Queensland Building and Construction Commission Act 1991 must be given by the seller and you may be required to sign the notice and return it to the seller prior to signing the contract.</i>		
Notices and orders	There is an unsatisfied show cause notice or enforcement notice under the <i>Building Act 1975</i> , section 246AG, 247 or 248 or under the <i>Planning Act 2016</i> , section 167 or 168.	<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
	<i>If Yes, a copy of the notice or order must be given by the seller.</i>		
Building Energy Efficiency Certificate	If the property is a commercial office building of more than 1,000m ² , a Building Energy Efficiency Certificate is available on the Building Energy Efficiency Register.		
Asbestos	The seller does not warrant whether asbestos is present within buildings or improvements on the property. Buildings or improvements built before 1990 may contain asbestos. Asbestos containing materials (ACM) may have been used up until the early 2000s. Asbestos or ACM may become dangerous when damaged, disturbed, or deteriorating. Information about asbestos is available at the Queensland Government Asbestos Website (asbestos.qld.gov.au) including common locations of asbestos and other practical guidance for homeowners.		

Part 5 – Rates and services

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

Rates	Whichever of the following applies—
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: \$2,021.53	Date Range: 1/7/2025 – 31/12/2025
OR	
The property is currently a rates exempt lot.**	<input type="checkbox"/>
OR	
The property is not rates exempt but no separate assessment of rates is issued by a local government for the property.	<input type="checkbox"/>

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

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

Water	Whichever of the following applies—
	<p>The total amount payable as charges for water services for the property as indicated in the most recent water services notice* is:</p> <div> Amount: \$1,053.02 Date Range: 1/7/2025- 30/6/2026 </div> <p>OR</p> <p>There is no separate water services notice issued for the lot; however, an estimate of the total amount payable for water services is:</p> <div> Amount: <input type="text"/> Insert estimated amount Date Range: <input type="text"/> Insert 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 corporate's expenses in managing the scheme. You will also be required to comply with the by-laws. By-laws will regulate your use of common property and the lot.

For more information about living in a body corporate and your rights and obligations, contact the Office of the Commissioner for Body Corporate and Community Management.

Body Corporate and Community Management Act 1997	<p>The property is included in a community titles scheme. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>(If Yes, complete the information below)</i></p>
Community Management Statement	<p>A copy of the most recent community management statement for the scheme as recorded under the <i>Land Title Act 1994</i> or another Act is given to the buyer. <input checked="" type="checkbox"/> Yes</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 <i>Body Corporate and Community Management Act 1997</i>, section 205(4) is given to the buyer. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>If No</i>— 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 <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot.
Statutory Warranties	<p>Statutory Warranties—If you enter into a contract, you will have implied warranties under the <i>Body Corporate and Community Management Act 1997</i> relating to matters such as latent or patent defects in common property or body corporate assets; any actual, expected or contingent financial liabilities that are not part of the normal operating costs; and any circumstances in relation to the affairs of the body corporate that will materially prejudice you as owner of the property. There will be further disclosure about warranties in the contract.</p>

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

Signatures – SELLER

Signed by:

D2BBEB4306FB2263

Signature of seller

Michael Gearing

Name of seller

12/08/2025 05:08 am

Date

Signature of seller

Name of seller

Date

Signatures – BUYER

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

Signature of buyer

Name of buyer

Date

Signature of buyer

Name of buyer

Date

Searches

CURRENT TITLE SEARCH
QUEENSLAND TITLES REGISTRY PTY LTD

Request No: 52842561
Search Date: 04/08/2025 13:09

Title Reference: 50056420
Date Created: 24/02/1995

Previous Title: 50043142

REGISTERED OWNER

Dealing No: 714013159 16/08/2011

MICHAEL JOHN GEARING

ESTATE AND LAND

Estate in Fee Simple

LOT 4 BUILDING UNIT PLAN 102060
Local Government: SUNSHINE COAST
COMMUNITY MANAGEMENT STATEMENT 27944

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 18779125 (Lot 1 on CP CG6133)
Deed of Grant No. 18779126 (Lot 2 on CP B92948)
Deed of Grant No. 18779127 (Lot 3 on CP B92948)

ADMINISTRATIVE ADVICES - NIL
UNREGISTERED DEALINGS - NIL

** End of Current Title Search **

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

Building Units and Group Titles Act 1980
BUILDING UNITS AND GROUP TITLES REGULATIONS 1980
(Form 1)

Regulation 8(1)
Sheet No. 1 of 12 Sheets
Annexure 1 to sheet 1
made: 27 JUN 1995

NAME OF BUILDING: SURF SIDE NORTH

BUILDING UNITS PLAN NO. 102060

SIGNATURE OF REGISTERED PROPRIETOR:

[Signature]
SURFSIDE (QLD) PTY. LTD.
A.C.N. 063 261 558
COMMON SEAL
NEIL FREDERICK SULLIVAN
DIRECTOR
MICHAEL DAVID ROBBIE
DIRECTOR

NAME OF REGISTERED PROPRIETOR: SURFSIDE (QLD) PTY LTD
ACN 063 261 558

ADDRESS: 3/1 ELANORA AVENUE
MOOLOOLABA QLD 4557

REFERENCE TO TITLE: VOLUME . FOLIO 50043142

DESCRIPTION OF PARCEL: LOT 1 ON RP 867817

COUNTY: CANNING

PARISH: BRIEIE
MOOLOOLABA
MOOLOOLABA

CITY:

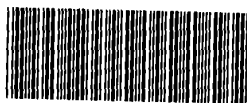
NAME OF BODY CORPORATE: THE PROPRIETORS
SURF SIDE NORTH
BUILDING UNITS PLAN NO: 102060

ADDRESS at which documents
may be served:

c/- KING & BURNS
PO BOX 467
BUDERIM QLD 4556

BUILDING UNITS PLAN No.: 102060

REGISTERED: **REGISTERED**
24 FEB 1995
REGISTRAR OF TITLES
EXAM. INITS.



BUP102060

CMS17386

Surveyor's Reference: RC 2940
Local Authority Reference:

COUNCIL OF THE CITY OF CALOUNDRA

[Signature]
Chief Executive Officer

CISP 6

100



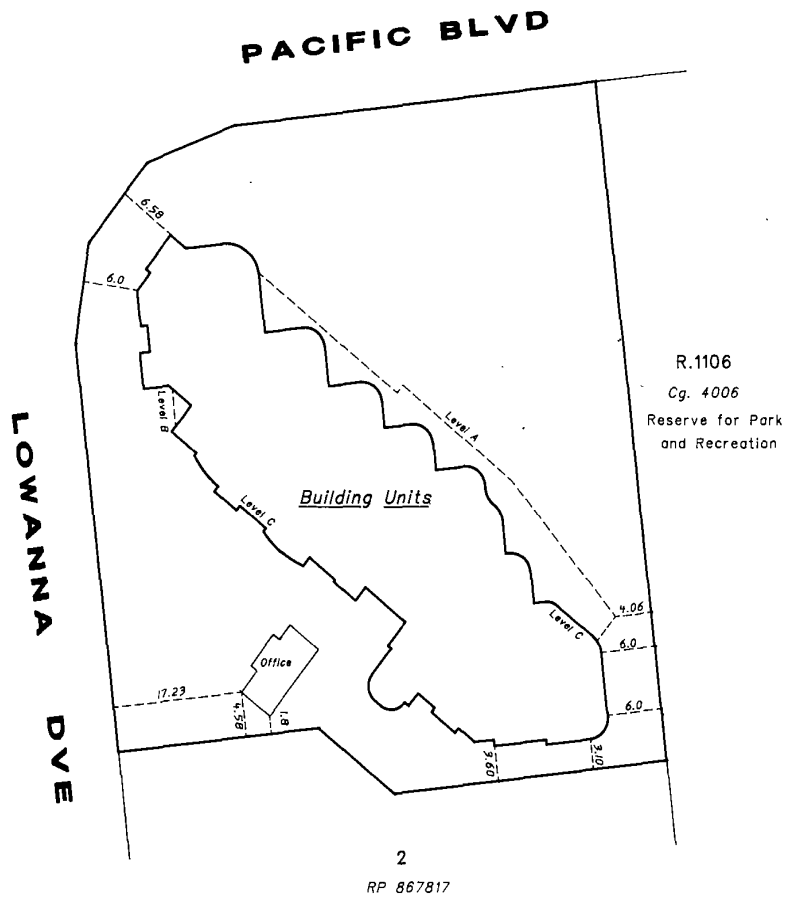
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Building Units and Group Titles Act 1980
BUILDING UNITS AND GROUP TITLES REGULATIONS 1980

Name of Building: SURF SIDE NORTH

Regulation 8(1)
Sheet No. 2 of 12 Sheets

BUILDING UNITS PLAN No. 102060



SCALE: 1:500

Chief Executive Officer

COUNCIL OF THE CITY OF CALOUNDRA

2940 Bus 1. 601

Building Units and Group Titles Act 1980
BUILDING UNITS AND GROUP TITLES REGULATIONS 1980
(Form 2)

Name of Building: SURF SIDE NORTH ✓

Regulation 8(1)
Sheet No. 3 of 12 Sheets

BUILDING UNITS PLAN NO. 102060

✓ WE, JOHN READER & ASSOCIATES PTY LTD, of MOOLOOLABA ACN 010 478 118 ✓
licensed surveyor registered under the Surveyors Act 1977 hereby certify that:—

- (a) The building shown on the *building units plan/~~building units plan of subdivision~~ to which this certificate is annexed is within the external surface boundaries of the parcel the subject of the said plan subject to paragraph (b) of this certificate.
- (b) (i) Where eaves or guttering project beyond such boundaries an appropriate easement has been granted as an appurtenance of the parcel; and
- (ii) Where that projection is over a road the local authority has consented thereto pursuant to the ordinances or by-laws as the case may be.
- and
- (c) I have physically inspected the building shown on the building units plan to which this certificate is annexed and—
- (i) it conforms to the building units plan as submitted; and
- (ii) the numbering of the lots agrees with the numbering on the building units plan; and
- (iii) the areas designated as parts of lots (including garages) have been suitably identified and structurally divided; and
- (iv) all lots in the building are physically connected to each other in an approved manner.

DATED this 19TH day of JANUARY 19 95 ✓



[Signature]
DIRECTOR ✓

LICENSED SURVEYOR
& DIRECTOR ✓

* Delete whichever is inapplicable

[Signature]
Chief Executive Officer
COUNCIL OF THE CITY OF CALOUNDRA

Building Units and Group Titles Act 1980
BUILDING UNITS AND GROUP TITLES REGULATIONS 1980
(Form 3)

Name of Building: SURF SIDE NORTH ✓

Regulation 8(1)
Sheet No 4 of 12 Sheets

BUILDING UNITS PLAN NO. 102060

CERTIFICATE OF LOCAL AUTHORITY

Council of the City of Caloundra ✓ hereby certifies that the proposed subdivision of the parcel as illustrated in the abovementioned plan has been approved by the Council of the City of Caloundra ✓ and that all the requirements of The Local Government Act 1936/Local Government (Planning & Environment) Act 1990 as modified by the Building Units and Group Titles Act 1980 ^{as amended} have been complied with in regard to the subdivision.

DATED this Seventeenth day of February, 1995

Mayor

Chief Executive Officer

Council of the City of Caloundra ✓

Building Units and Group Titles Act 1980
BUILDING UNITS AND GROUP TITLES REGULATIONS 1980
(Form 6)

Name of Building: SURF SIDE NORTH /

Regulation 8(1)
Sheet No. 5 of 12 / Sheets

BUILDING UNITS PLAN NO. 102060

I, Steven Douglas Leece, of Caloundra

~~an architect within the meaning of the Architects Act 1985.~~

*a building surveyor appointed by the Council + of the City of Caloundra

~~a building inspector appointed by the Council +~~

hereby certify that the building shown on the *building units plan/~~building units plan of subdivision~~

to which this certificate is annexed has been substantially completed in accordance with plans

and specifications approved by *the Council + of the City of Caloundra

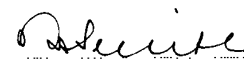
~~a designated officer of the Council +~~

DATED this Seventeenth day of February, 19 95 .


*Architect/Building surveyor/~~Building inspector~~

* Delete whichever is inapplicable

+ Insert name of local authority


Chief Executive Officer
COUNCIL OF THE CITY OF CALOUNDRA

Building Units and Group Titles Act 1980
BUILDING UNITS AND GROUP TITLES REGULATIONS 1980
(Form 8)

Name of Building SURF SIDE NORTH



Regulation 8(1)
Sheet No 6 of 12 Sheets


BUILDING UNITS PLAN NO. 102060

SCHEDULE OF LOT ENTITLEMENTS AND REFERENCE TO
CURRENT CERTIFICATE OF TITLE

Lot No	Level	Entitlement	Current C's T.		Lot No.	Level	Entitlement	Current C's T.	
			Vol	Fol.				Vol	Fol
1	B	9							
2	B	11							
3	B	11							
4	B	11							
5	B	11							
6	B	11							
7	B	11							
8	C	9							
9	C	11							
10	C	11							
11	C	11							
12	C	11							
13	C	11							
14	C	11							
15	D	9							
16	D	11							
17	D	11							
18	D	11							
19	D	11							
20	D	11							
21	D	11							
22	E	11							
23	E	11							
24	E	11							
25	E	11							
AGGREGATE			269		AGGREGATE				

SIGNATURE OF REGISTERED PROPRIETOR:


NEIL FREDERICK SULLIVAN
DIRECTOR

MICHAEL DAVID ROBBIE
DIRECTOR


Chief Executive Officer

COUNCIL OF THE CITY OF CALOUNDRA

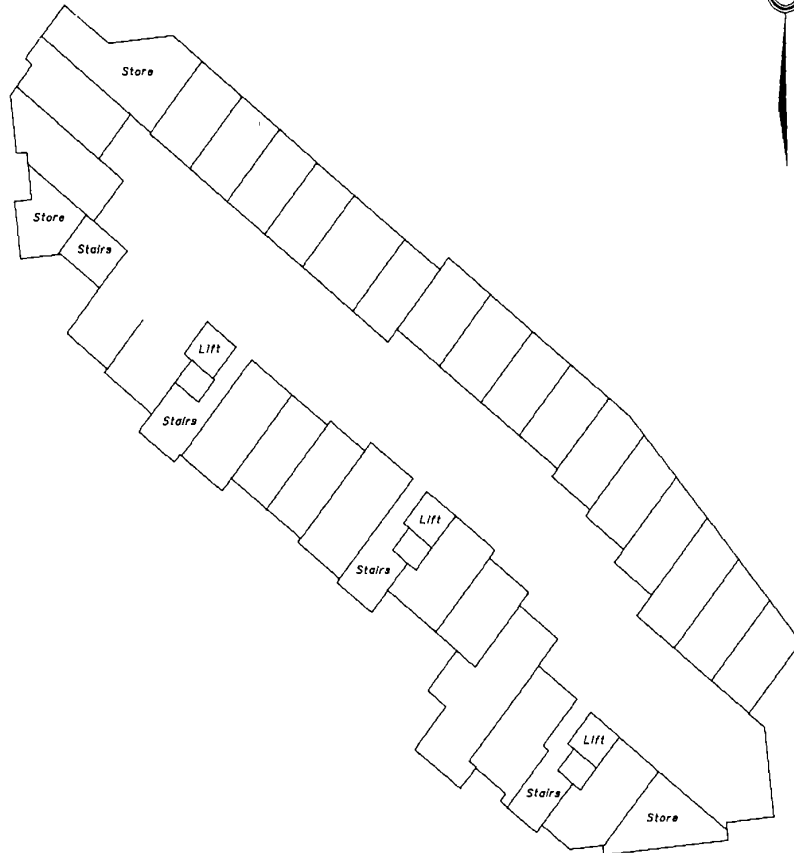
Building Units and Group Titles Act 1980
BUILDING UNITS AND GROUP TITLES REGULATIONS 1980
(Form 9)

Name of Building: SURF SIDE NORTH

Regulation 8(1)
Sheet No 7 of 12 Sheets

BUILDING UNITS PLAN NO. 102060

LEVEL A



Scale: 1:300

Floor areas are approximate only.

SIGNATURE OF REGISTERED PROPRIETOR:



NEIL FREDERICK SULLIVAN
DIRECTOR

MICHAEL DAVID ROBBIE
DIRECTOR

[Signature]
Chief Executive Officer

COUNCIL OF THE CITY OF CALOUNDRA.

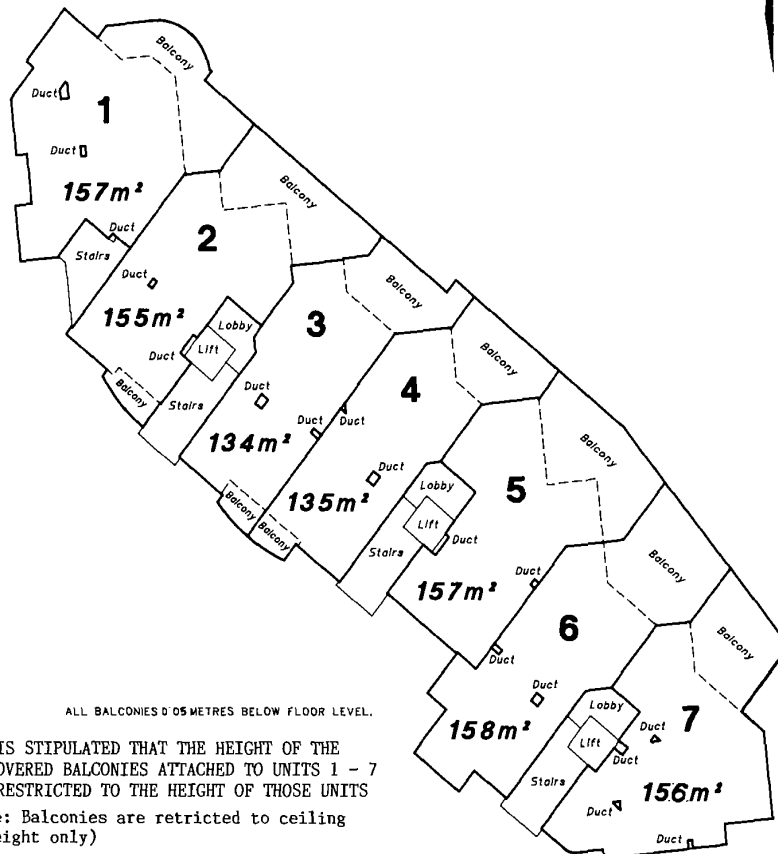
Building Units and Group Titles Act 1980
BUILDING UNITS AND GROUP TITLES REGULATIONS 1980
(Form 9)

Name of Building: SURF SIDE NORTH

Regulation 8(1)
Sheet No. 8 of 12 Sheets

BUILDING UNITS PLAN NO. 102060

LEVEL B




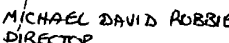
ALL BALCONIES 0.05 METRES BELOW FLOOR LEVEL.

IT IS STIPULATED THAT THE HEIGHT OF THE UNCOVERED BALCONIES ATTACHED TO UNITS 1 - 7 IS RESTRICTED TO THE HEIGHT OF THOSE UNITS (ie: Balconies are restricted to ceiling height only)


Scale: 1:300

Floor areas are approximate only.

SIGNATURE OF REGISTERED PROPRIETOR:


NEIL FREDERICK SULLIVAN
DIRECTOR

MICHAEL DAVID ROBBIE
DIRECTOR




Chief Executive Officer
COUNCIL OF THE CITY OF CALOUNDRA

2940 8081.6ds

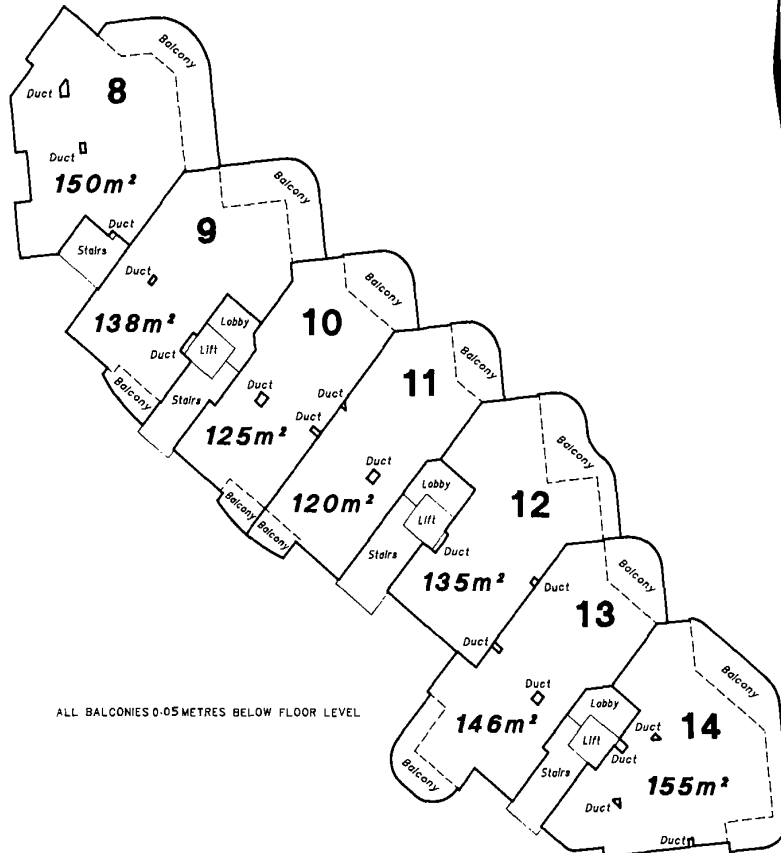
Building Units and Group Titles Act 1980
BUILDING UNITS AND GROUP TITLES REGULATIONS 1980
(Form 9)

Name of Building: SURF SIDE NORTH

Regulation 8(1)
Sheet No 9 of 12 Sheets

BUILDING UNITS PLAN NO. 102060


LEVEL C




Scale: 1:300

Floor areas are approximate only.

SIGNATURE OF REGISTERED PROPRIETOR:


SURFSIDE
(QLD)
PTY. LTD.
A.C.N.
063 261 558
COMMON SEAL
NEIL FREDERICK SULLIVAN
DIRECTOR
MICHAEL DAVID ROBBIE
DIRECTOR


Chief Executive Officer
COUNCIL OF THE CITY OF CALOUNDRA

29408051.001
late surf. up!

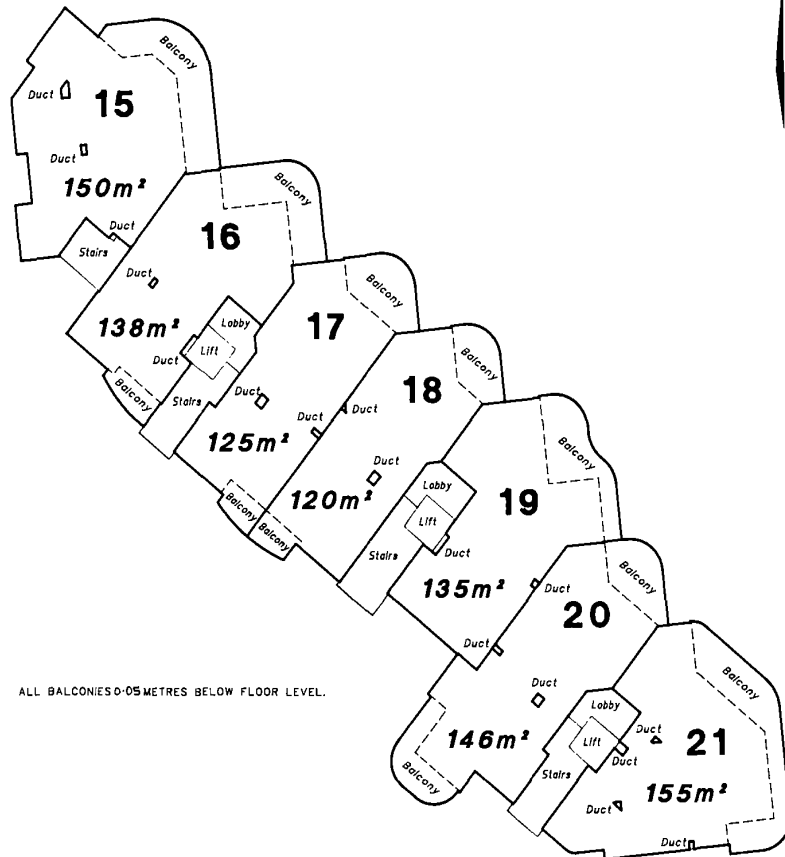
Building Units and Group Titles Act 1980
BUILDING UNITS AND GROUP TITLES REGULATIONS 1980
(Form 9)

Name of Building: SURF SIDE NORTH

Regulation 8(1)
Sheet No 10 of 12 Sheets

BUILDING UNITS PLAN NO. 102060

LEVEL D




ALL BALCONIES 0.05 METRES BELOW FLOOR LEVEL.

Scale: 1:300

Floor areas are approximate only.

SIGNATURE OF REGISTERED PROPRIETOR:


SURFSIDE
(OLD)
PTY. LTD.
A.C.N.
063 261 558
COMMON SEAL
NEIL FREDERICK SULLIVAN
DIRECTOR
MICHAEL DAVID ROBBIE
DIRECTOR


Chief Executive Officer

COUNCIL OF THE CITY OF CALOUNDRA

2440 BUEI Gf2

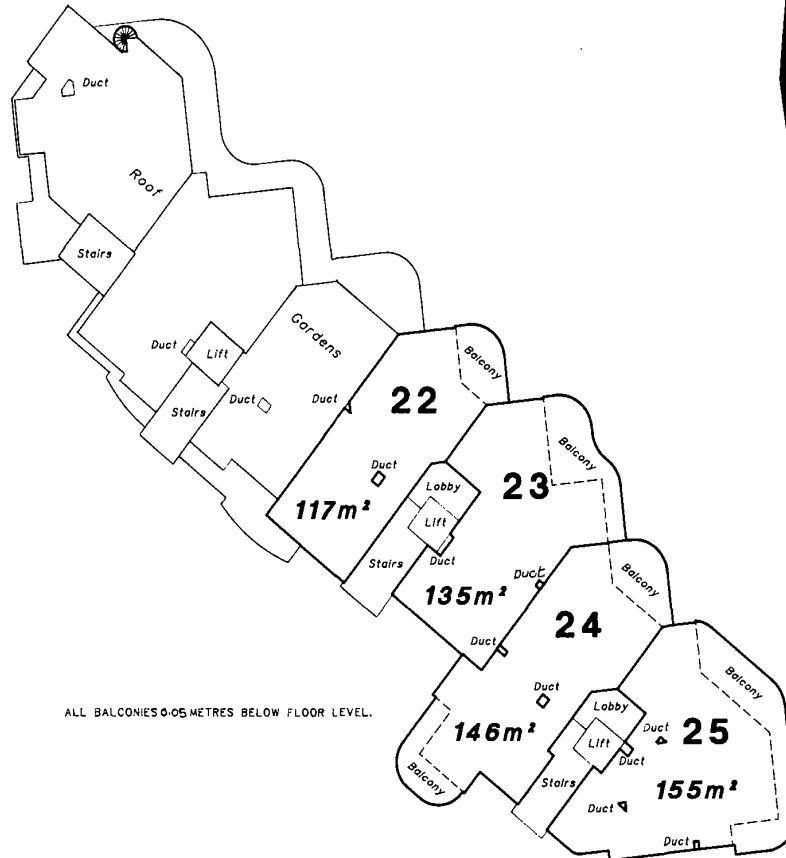
Building Units and Group Titles Act 1980
BUILDING UNITS AND GROUP TITLES REGULATIONS 1980
(Form 9)

Name of Building: SURF SIDE NORTH

Regulation 8(1)
Sheet No 11 of 12 Sheets

BUILDING UNITS PLAN NO. 102060

LEVEL E



Scale: 1:300

Floor areas are approximate only.

SIGNATURE OF REGISTERED PROPRIETOR:


**SURFSIDE
(QLD)
PTY. LTD.
A.C.N.
063 261 558**
COMMON SEAL

NEIL FREDERICK SULLIVAN
DIRECTOR

MICHAEL DAVID ROBBIE
DIRECTOR


Chief Executive Officer

COUNCIL OF THE CITY OF CALOUNDRA

2440 BOT 1 Gd 1

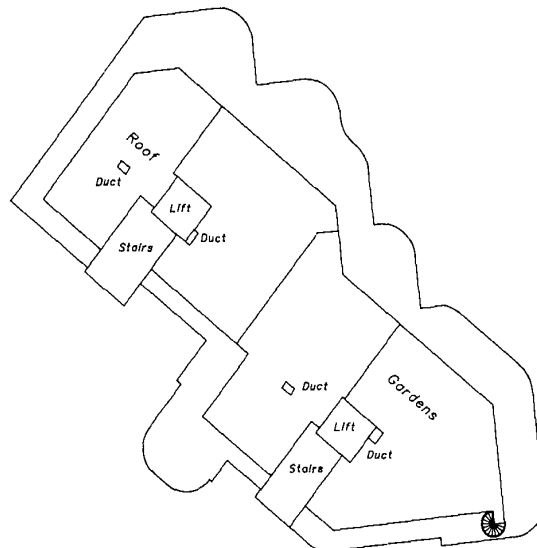
Building Units and Group Titles Act 1980
BUILDING UNITS AND GROUP TITLES REGULATIONS 1980
(Form 9)

Name of Building: SURF SIDE NORTH

Regulation 8(1)
Sheet No 12 of 12. Sheets

BUILDING UNITS PLAN NO. 102060

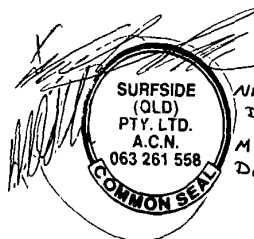
LEVEL F



Scale: 1 : 300

Floor areas are approximate only.

SIGNATURE OF REGISTERED PROPRIETOR:



NEIL FREDERICK SULLIVAN
DIRECTOR

MICHAEL DAVID ROBBIE
DIRECTOR

[Signature]
Chief Executive Officer

COUNCIL OF THE CITY OF CALOUNDRA

GENERAL CONSENT

1. Description of Lot	County	Parish	Title Reference
Lot 1 on RP 867817	Canning	Bribie	50043142

2. Instrument being consented to

Instrument type - Building Units Plan

Dated the day of February, 1995

Name of Parties

Surfside (Qld) Pty Ltd (ACN 063 261 558) - registered proprietor

3. Instrument under which consent required

Dealing Type - Mortgage

Dealing No. 700259986

Name of consenting party - Esanda Finance Corporation Limited (ACN 004 346 043)

4. Execution by consenting party

The party identified in Item 3 consents to the registration of the instrument identified in item 2.

Witnessing Officer

Execution Date

Consenting Party's Signature

Not applicable

21/2/95

EXECUTED by ESANDA FINANCE CORPORATION LIMITED by and signed by its Attorney DAVID ROBERT CUMMING under Power of Attorney for (who hereby certifies that is the Manager of Esanda Finance Corporation Limited)

qualification
as per Schedule 1 of Land Title Act 1994 (as Legal Practitioner, JP, C Decl)



Department of the Environment, Tourism, Science and Innovation (DETSI)
ABN 46 640 294 485
GPO Box 2454, Brisbane QLD 4001, AUSTRALIA
www.detsi.qld.gov.au

SEARCH RESPONSE
ENVIRONMENTAL MANAGEMENT REGISTER (EMR)
CONTAMINATED LAND REGISTER (CLR)

InfoTrack PTY LTD
PO Box 10314, Adelaide Street
Brisbane QLD 4001

Transaction ID: 51031796 EMR Site Id: 04 August 2025
Cheque Number:
Client Reference:

This response relates to a search request received for the site:
Lot: 4 Plan: BUP102060
4N/143 LOWANNA DR
BUDDINA

EMR RESULT

The above site is NOT included on the Environmental Management Register.

CLR RESULT

The above site is NOT included on the Contaminated Land Register.

ADDITIONAL ADVICE

All search responses include particulars of land listed in the EMR/CLR when the search was generated.
The EMR/CLR does NOT include:-

1. land which is contaminated land (or a complete list of contamination) if DETSI has not been notified
2. land on which a notifiable activity is being or has been undertaken (or a complete list of activities) if DETSI has not been notified

If you have any queries in relation to this search please email emr.clr.registry@detsi.qld.gov.au

Administering Authority

Department of Transport and Main Roads

Property Search - Advice to Applicant

Property Search reference 931927

Date: 04/08/2025

Search Request reference: 169298218

Applicant details

Applicant: SearchX Ltd
orders@search-x.com.au

Buyer: SearchX Pty Ltd

Search response:

Your request for a property search on Lot 4 on Plan BUP102060 at Unit 4n 143 Lowanna Dr, Buddina Qld 4575 has been processed.

At this point in time the Department of Transport and Main Roads has no land requirement from the specified property.

Note:

1. Development proposed on this property may require approval under the Planning Act. This may include referral to the State Assessment and Referral Agency for assessment of the impacts to state transport corridors and infrastructure.
2. New or changed access between this property and a state transport corridor will require approval under the Transport Infrastructure Act.
3. To see what other State Government planning has been identified in your area, please refer to the online DA Mapping system. Refer to the State Transport interests under the SARA layers to identify what interests TMR has in your locality.
< <https://planning.dsdmip.qld.gov.au/maps/sara-da> >
4. Any properties located in proximity to a current or future State transport corridor may be affected by noise. For existing corridors, refer to the online SPP interactive mapping system. Select the Information Purposes and refer to the Transport Infrastructure. If the property is located in a mandatory transport noise corridor then Mandatory Part 4.4 of the Queensland Development Code will apply.
< <https://planning.dsdmip.qld.gov.au/maps/spp> >

Disclaimer:

Any information supplied by this Department of Transport and Main Roads' (TMR) property search is provided on the basis that you will use your own judgement to independently evaluate, assess and verify the information's completeness, suitability, purpose and usefulness.

Without limitation, TMR is under no liability for any negligence, claim, loss or damage (including consequential or indirect loss or lost time, profits, savings, contracts, revenue, interest, business opportunities, goodwill or damage to reputation) however caused (whether by negligence or otherwise) that may be suffered or incurred or that may arise directly or indirectly out of any act or omission on its part in connection with the use and reliance upon, and the provision of this property search, including loss or damage caused by any delays in providing this property search to the party who requested the information or any errors, misdescriptions, incompleteness and inaccuracies in the information. TMR excludes all warranties, representations, terms, conditions and undertaking in respect of the completeness, quality, accuracy, suitability or fitness of the information contained in this property search for your purpose. You acknowledge that the information provided is indicative only and may be subject to change.

Privacy Statement:

The personal information collected on this property search is required to enable TMR to communicate with you regarding your enquiry. The information recorded will not be disclosed to a third party without your consent or unless required or authorised to do so by law.

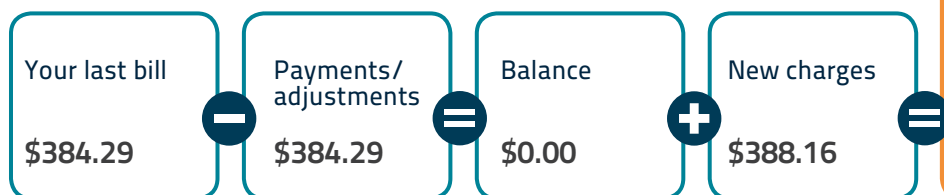
1300 086 489
Emergencies and faults 24 Hours, 7 days
Account enquiries 8am-5pm Mon-Fri

unitywater.com
ABN 89 791 717 472

Account number	184231
Payment reference	0001 8423 19
Property	Surfside On The Beach, 4N/143 Lowanna Dr, BUDDINA, QLD

Bill number	7127305126
Billing period	22 Feb 2025 96 days to 28 May 2025
Issue date	30 May 2025
Approximate date of next meter reading	18 Aug 2025

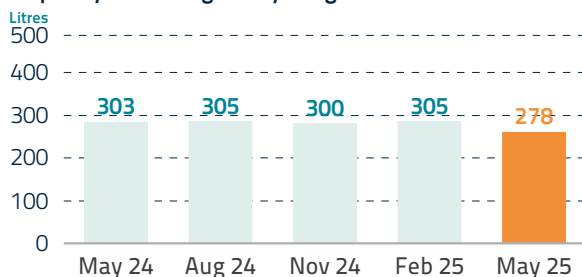
Your account activity



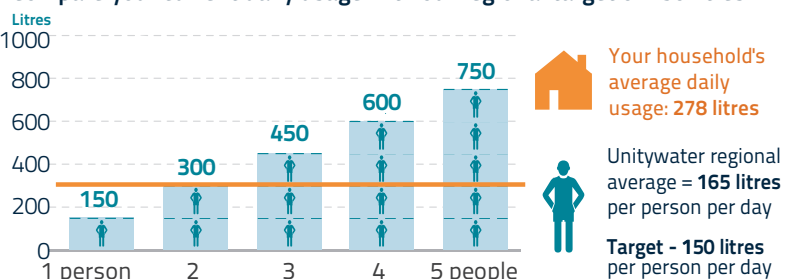
Direct debit is set up to pay the
total due on the due date

Total due	\$388.16
Due date	30 Jun 2025

Compare your average daily usage over time



Compare your current daily usage with our regional target of 150 litres

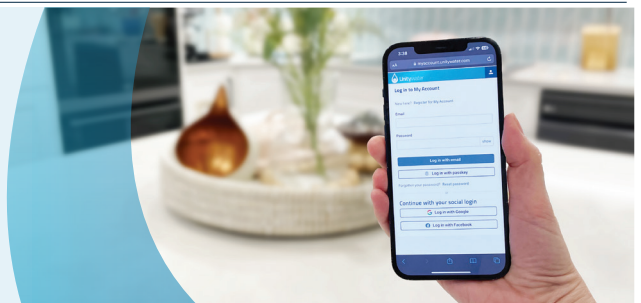


My Account

With new features, managing your account online has never been easier.

Everything you need, right at your fingertips.

To find out more visit unitywater.com/myaccount



Easy ways to pay

For other payment options - see over



BPAY®
Biller Code: 130393
Ref: 0001 8423 19
Contact your bank or financial institution to pay from your cheque, savings, debit, credit card or transaction account.
Find out more at bpay.com.au
© Registered to BPAY Pty Ltd ABN 69 079 137 518



Direct Debit
Login to My Account at unitywater.com to set up automatic payments from your bank account or credit card or call us for assistance.

SmoothPay

Smooth out your bill payments across the year with regular fortnightly or monthly payments, interest free.
Find out more at unitywater.com/smoothpay

Your account details



1300 086 489
Account enquiries

8am-5pm Mon-Fri

Water meter details

1 kilolitre (kL) = 1000 litres (L)

Meter ID	Previous read date	Previous reading (kL)	Current read date	Current reading (kL)	Usage (kL)	Property share %	Total usage (kL)	No. of days	Average daily usage (L)
UX2300118F	21 Feb 25	4224	28 May 25	4877	653	4.09	26.7	96	278.1
Total water usage					653		26.7	96	278.1
Total sewerage usage (waste and greywater) = 90% of water usage							24.03	96	250.3

Activity since last bill

Last bill		\$384.29
Payments / adjustments		
31 Mar 2025	Direct Debit Credit Card Variable	-\$384.29
Account balance		\$0.00

Water and Sewerage Charges

Lot 4 Plan BUP102060 Installation ID 1415670

State Bulk Water Price	Period	kL/day	x Days	x Price/kL	
State Govt Bulk Water	22 Feb 25 to 28 May 25	0.2781	96	\$3.444	\$91.95

This is how much Unitywater pays to purchase water from the State Government, and is passed on to customers at cost.

Unitywater (local government distributor-retailer price)

Variable Usage Charges	Period	kL/day	x Days	x Price/kL	
Water up to 822 L/day	22 Feb 25 to 28 May 25	0.2781	96	\$0.760	\$20.29
Sewerage up to 740 L/day	22 Feb 25 to 28 May 25	0.2503	96	\$0.760	\$18.26
Fixed Access Charges	Period	x No.	x Days	x Price/day	
Water Access 20mm	22 Feb 25 to 28 May 25	1	96	\$0.879	\$84.38
Sewerage Access	22 Feb 25 to 28 May 25	1	96	\$1.805	\$173.28
Water subtotal					\$196.62
Sewerage subtotal					\$191.54

New water and sewerage charges \$388.16

Total Due = ① + ② \$388.16

Important information

Payment assistance

If you are having difficulty paying, please call Unitywater as soon as you receive your bill and before its due date to discuss how we can help.

Changing contact details

Login to My Account at unitywater.com for quick, easy changes online 24/7 or call us during business hours.

Pensioners

If you own and live at your property and have an eligible concession card, you may apply for a pensioner rebate. Please call Unitywater or fill out our easy online form at unitywater.com/pensioner

Credit card payments

Only MasterCard and Visa are accepted. A credit card surcharge may apply to your payment. Learn more at unitywater.com/creditcard

Interest on overdue amounts

Interest of 8% per annum, compounding daily, will apply to any amount not paid by the due date.

Water efficiency

For water efficiency tips, visit unitywater.com/water-tips

Interpreter service 13 14 50

当您需口译员时，请致电 13 14 50。
اتصل على الرقم 13 14 50 عندما تكون بحاجة إلى مترجم فوري.
Khi bạn cần thông ngôn, xin gọi số 13 14 50
통역사가 필요하시면 13 14 50 으로 연락하십시오.
Cuando necesite un intérprete llame al 13 14 50

Privacy policy

We've updated our privacy policy so that we can deliver improved services with trusted partners. Visit unitywater.com/privacy

International calls

+ 61 7 5431 8333

unitywater.com

PO Box 953

Caboolture QLD 4510

1300 086 489

More payment options



Credit card by phone or online

To make a one-off credit card (Visa or MasterCard only) payment call 1300 047 763 or go to unitywater.com. A credit card surcharge may apply.
Ref: 0001 8423 19



Cheques by mail

Send this portion with your cheque payable to: Unitywater, Locked Bag 2, Maroochydore BC QLD 4558



In person, by phone or online

Billpay Code: 4028

Ref: 0001 8423 19

Pay in person at any post office, call 13 18 16, or go to postbillpay.com.au



*4028 0001842319 00038816

Account number 184231

Payment reference 0001 8423 19

Total due \$388.16

Due date 30 Jun 2025

Rate notice

Customer enquiries: T 07 5475 7542 E rates@sunshinecoast.qld.gov.au



ABN 37 876 973 913

Half yearly rate notice for period

1 July 2025 to 31 December 2025

Issue date	22 July 2025
Property no.	184231
Valuation	\$163,572
Payment reference no.	100819944
Due date for payment	22 August 2025

Amount payable \$2,021.53

Property location: Surfside On The Beach, 4N/143 Lowanna Dr BUDDINA QLD 4575

Property description: Lot 4 BUP 102060 - Surfside On The Beach - Contribution Entitlement = 11/807 - Interest Entitlement = 11/807

Rates and charges	Units	Rate charged	Amount
Sunshine Coast Council rates and charges			
Opening Balance			9.57-
General Rate - Category 29T		Minimum Rate =	1,586.50
Waste Bin - 240 Litre	0.98143 x	\$501.00 x .5 =	245.84
Arts and Heritage Levy	1 x	\$20.00 x .5 =	10.00
Environment Levy	1 x	\$82.00 x .5 =	41.00
Transport Levy	1 x	\$43.92 x .5 =	21.96
State Government charges (Council required to collect on behalf of the State Government)			
State Emergency Management Levy: Class A Group 2	1 x	x .5 =	125.80
TOTAL:			\$2,021.53

Please review the enclosed Schedule of Rates to confirm your rate category and review the important notes overleaf.

Easy ways to pay:

iB PAY
Biller Code: 18259
Ref: 100819944
Mobile & Internet Banking – BPAY®
Make this payment from your cheque, savings, debit, credit card or transaction account.



Pay in store at Australia Post, or online at auspost.com.au/postbillpay



*214 100819944



Call **13 18 16** and follow the prompts
Credit Card: MasterCard and Visa
Billpay Code: 0214 Reference: 1 0081 9944



Go to www.sunshinecoast.qld.gov.au, click on 'Pay and Apply' and follow the prompts.
Reference: 1 0081 9944
MasterCard and Visa

Rates and payment information

Rates and charges for the land described in this notice must be paid by the due date detailed on the front of this notice. Rates and charges have been made and levied by Sunshine Coast Council in accordance with the *Local Government Act 2009* and *Local Government Regulation 2012*.

Why check your rate category?

It is the property owner's responsibility to confirm rates and charges are correct when the rate notice is issued. This timely action is important because if you request another rate category, by submitting a rate category objection, the maximum adjustment is limited to 12 prior months. Please refer to the Schedule of Rates issued with this notice.

Is interest charged?

Council charges interest of 8 per cent per annum (compounding daily) on overdue rates. This applies to rates and charges not paid by the due date (except where a payment arrangement is approved before the due date for payment on this notice).

Having difficulty paying your rates?

If you can't pay the full amount by the due date, you can set up a payment plan. Please contact Council before the due date to arrange this. Visit Council's website and choose the "Pay your rates" option under "How can we help?" or you can email rates@sunshinecoast.qld.gov.au.

Does Council offer a rate concession for pensioners?

If you hold a Pensioner Concession Card or Veteran Affairs Gold Card and live in a property you own in the Sunshine Coast Council area, you may be eligible for the State Pensioner Rate Subsidy and Council's Pensioner Rate Concession. For more details, visit Council's website or contact Council's Customer Service Centre.

Are legal and professional costs shown on the rate notice?

Overdue rates and charges may be recovered by legal process. Legal and professional costs are incurred when a Statement of Claim has been filed with the Magistrates Court for the recovery of overdue rates and charges. These costs are not considered an overdue rate or charge until judgment has been entered.

State levy information

State Government Emergency Management Levy

This levy is set by the State Government and is required to be collected by Council and submitted to the State Government in accordance with the *Fire Services Act 1990*. For queries about the levy, contact the Queensland Fire Department on 137 468 or visit www.fire.qld.gov.au.

State Waste Levy

The State Government has paid \$10,322,376 to Council to mitigate the impact of the Queensland Waste Levy on households, however this does not cover the full cost to Council.



Help us help the environment

Already receive your rate notice via email? Thank you for helping us save paper.

Still receiving a printed copy? Switch to email - it's easy and convenient.

Simply register for a MyCouncil account or log in to your existing account at mycouncil.sunshinecoast.qld.gov.au and change your delivery method to email.

Other payment options:



By mail

Post your cheque (must include barcode from the easy ways to pay on the front page) to Sunshine Coast Council Locked Bag 72 Sunshine Coast Mail Centre, Qld 4560



Pay in person at any Council office

8.30am to 4.30pm weekdays.

Caloundra:

77 Bulcock Street

Maroochydore:

54 First Avenue

Nambour:

Corner Currie

and Bury Street



Direct debit

Automatically pay your six-monthly rates without lifting a finger through a direct debit. You can also spread your payments throughout the year to manage your finances better.

Periodic direct debit

You can choose to have a set amount deducted from your bank account weekly, fortnightly or monthly. This allows you to pay ahead of time, helping you manage your budget.

If there's a remaining balance on your rate notice on the due date, you can arrange to have this balance automatically deducted as well. Otherwise, you will need to make this payment yourself.

Set and forget direct debit

Have the full amount of your rate notice deducted from your bank account on the due date. This will apply to all rate notices, including supplementary and six-monthly notices.

Sign up Simply visit mycouncil.sunshinecoast.qld.gov.au to set up your direct debit payment plan.



Pay using your smart phone

Download the Sniip App and scan the code to pay now.





BYDA

Sequence: 259073493
Date: 06/08/2025

Scale: 1:774
Tile No: **OVERVIEW**

LEGEND

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

AS5488 Category "D" Plan



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



BYDA

Sequence: 259073493
Date: 06/08/2025
Scale: 1:500
Tile No: 1

LEGEND

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

AS5488 Category "D" Plan



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LEGEND



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



Plans generated by SmarterWX™
Automate

05/08/25 (valid for 30 days)


In an emergency contact Sunshine Coast Council on (07) 5475 7272



Job # 50838458

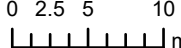
Seq # 259073490

Legend

 BYDA Enquiry

Pacific Bo
Linear P

No Assets

Scale 1:500 

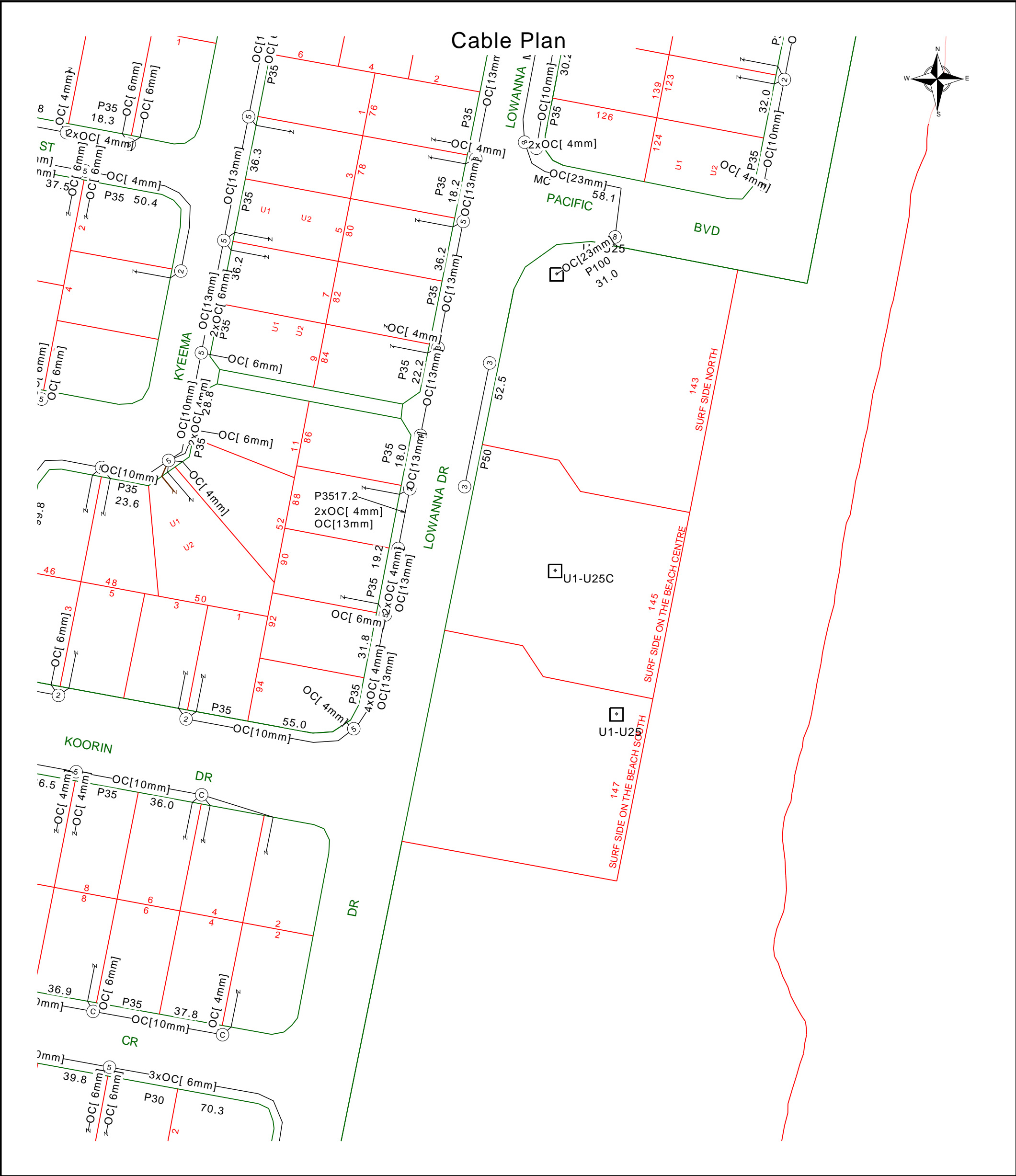
Disclaimer


While every care is taken to ensure the accuracy of this product, neither the Sunshine Coast Regional Council nor the State of Queensland makes any representations or warranties about its accuracy, reliability, completeness or suitability for any particular purpose and disclaims all responsibility and all liability (including without limitation, liability in negligence) for all expenses, losses, damages (including indirect or consequential damage) and costs that may occur as a result of the product being inaccurate or incomplete in any way or for any reason.

Crown & Council Copyright Reserved.

Provided by Sunshine Coast Council



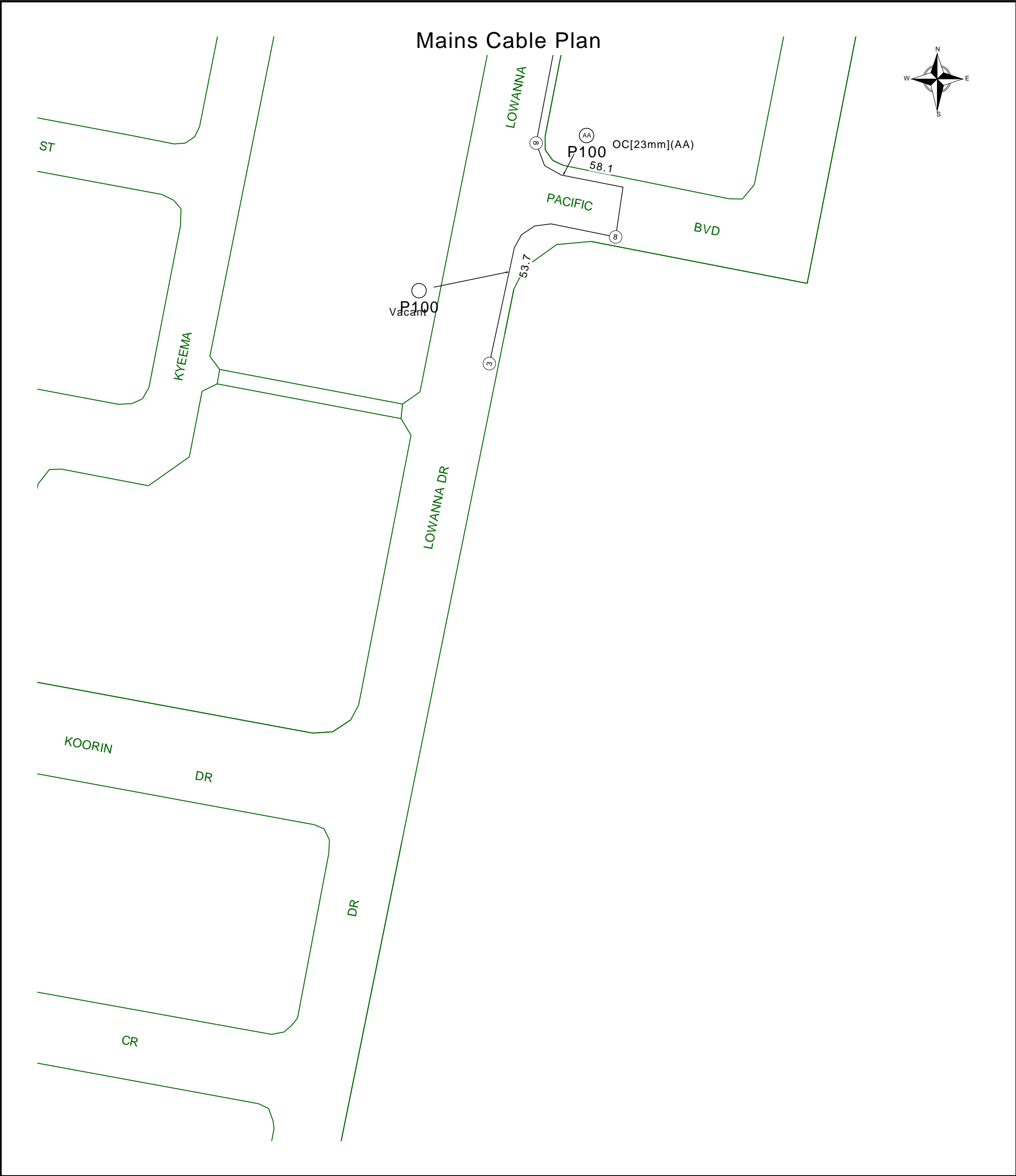



	<p>Report Damage-https://service.telstra.com.au/customer/general/forms/report-damage-to-telstra-4 Ph - 13 22 03 Email - Telstra.Plans@team.telstra.com Planned Services - ph 1800 653 935 (AEST bus hrs only) General Enquiries</p>	<p>Sequence Number: 259073494</p>
<p>TELSTRA LIMITED A.C.N. 086 174 781 Generated On 05/08/2025 18:37:07</p>		<p>Please read Duty of Care prior to any excavating</p>

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

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

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



	Report Damage: https://service.telstra.com.au/customer/general/forms/report-damage-to-telstra- Ph - 13 22 03 Email - Telstra.Plans@team.telstra.com Planned Services - ph 1800 653 935 (AEST bus hrs only) General Enquiries	Sequence Number: 259073494
	TELSTRA LIMITED A.C.N. 086 174 781	Please read Duty of Care prior to any excavating
	Generated On 05/08/2025 18:37:08	

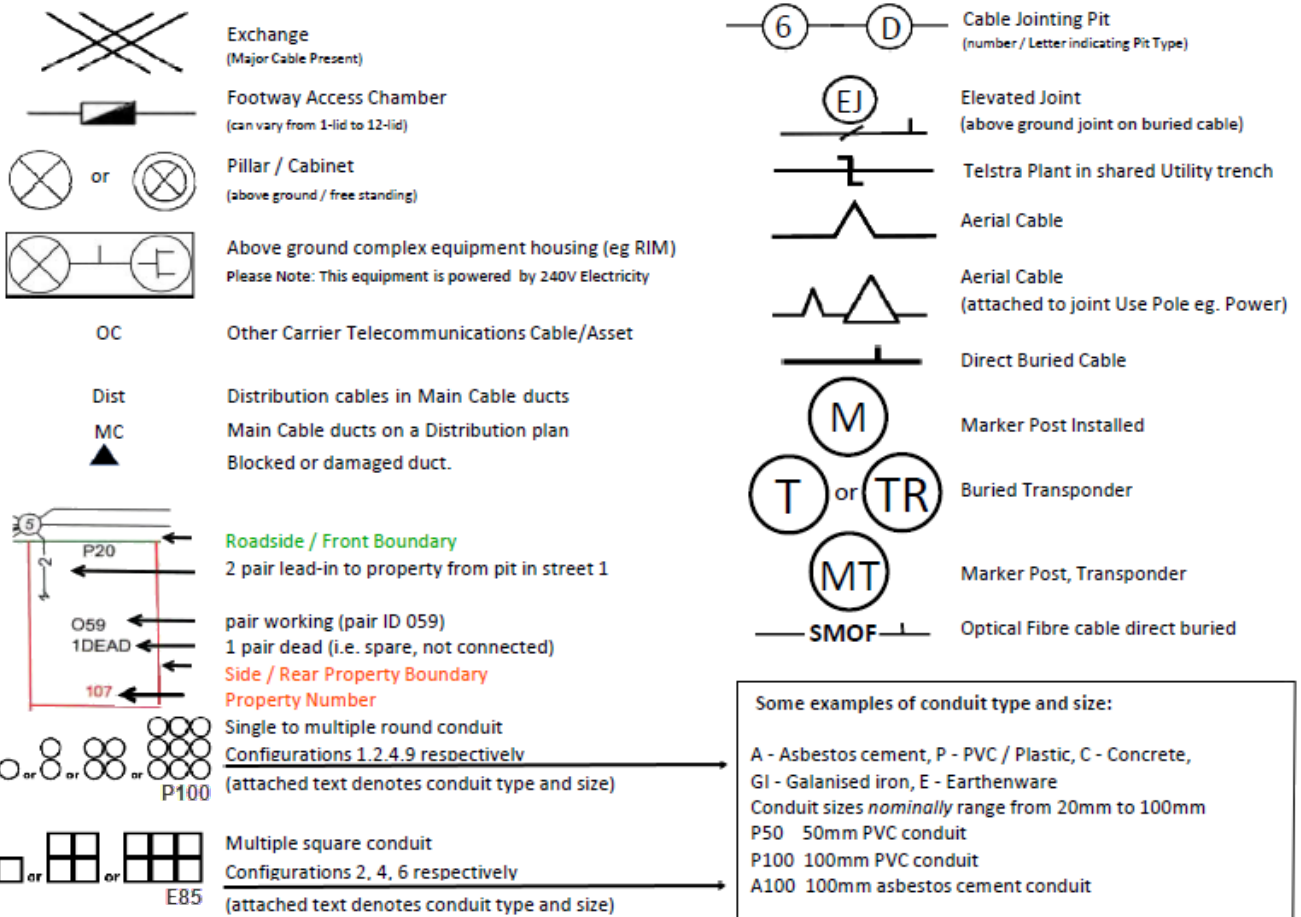
The above plan must be viewed in conjunction with the Mains Cable Plan on the following page

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

Page 2 of 2

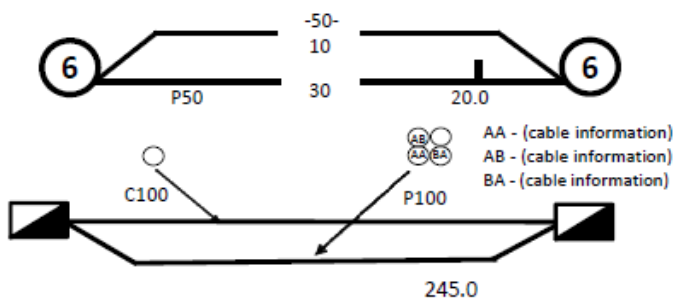
LEGEND



Some examples of conduit type and size:

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

Some Examples of how to read Telstra Plans



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

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

Protect our Network:

by maintaining the following distances from our assets:

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

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

Before you Dig Australia – BEST PRACTISE GUIDES

The five Ps of safe excavation

<https://www.byda.com.au/before-you-dig/best-practice-guides/>

OPENING ELECTRONIC MAP ATTACHMENTS –

Telstra Cable Plans are generated automatically in either PDF or DWF file types.
Dependent on the site address and the size of area selected.
You may need to download and install free viewing software from the internet e.g.



DWF Map Files (all sizes over A3)
Autodesk Viewer (Internet Browser) <https://viewer.autodesk.com/> or
Autodesk Design Review <http://usa.autodesk.com/design-review/> for
DWF files. (Windows PC)



PDF Map Files (max size A3)
Adobe Acrobat Reader <http://get.adobe.com/reader/>



Telstra BYDA map related enquiries email Telstra.Plans@team.telstra.com
1800 653 935 (AEST Business Hours only)



REPORT ANY DAMAGE TO THE TELSTRA NETWORK IMMEDIATELY

Report online - <https://www.telstra.com.au/forms/report-damage-to-telstra-equipment>

Ph: 13 22 03

If you receive a message asking for a phone or account number say:
“I don’t have one” then say “Report Damage” then press 1 to speak to an operator.



Telstra New Connections / Disconnections
13 22 00



Telstra asset relocation enquiries: 1800 810 443 (AEST business hours only).
NetworkIntegrity@team.telstra.com
<https://www.telstra.com.au/consumer-advice/digging-construction>



Telstra Aerial Assets Group (overhead network)
1800 047 909



CERTLOC Certified Locating Organisation (CLO)
certloc.com.au/locators/

Only Telstra authorised personnel and CERTLOC Locators can access Telstra’s Pit and Pipe Network.

UNITYWATER BYDA MAP

Sequence Number: 259073492
Job Number: 50838458
Printed On: 5/08/2025

Emergency Situations
Call Unitywater:
1300 086 489

This information on this plan is valid
for 30 days from "Printed On" date.

Legend

Extent of Unitywater Area

Water

Water Pump Station

Water Service

Water Valve

Water Pipe (Abandoned)

Water Hydrant

Water Fitting

Water Main

Trunk Main

Reticulation Main

Sewer

Sewer Pump Station

Sewer Maintenance Hole

Sewer Valve

Sewer Fitting

Sewer Gravity Main

Trunk Main

Reticulation Main

Overflow Main

Sewer Pipe (Abandoned)

Sewer Pressure Main

Pressure Sewer

Rising Main

Vacuum Main

Pressure Sewer Service

Sewer Service

Recycled Water

Recycled Water Pump Station

Recycled Water Valve

Recycled Water Hydrant

Recycled Water Fitting

Recycled Water Pipe (Abandoned)

Recycled Water Main

Map Tile: 1
Scale: 1:1000
(If printed at 100%
on A3 size paper)

Before You Dig Australia
PO Box 953
Caboolture QLD 4510
Inquiries: 1300 0 Unity (1300 086 489) Email: dbyd@unitywater.com

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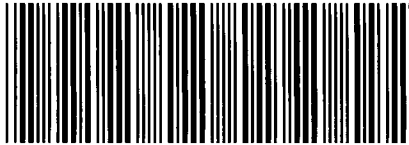
QUEENSLAND TITLES REGISTRY
Land Title Act 1994 and Act 1994 and Water Act 2000

GENERAL REQUEST

Duty Imprint

FORM 14 Version 4

Page 1 of 1

**723434134****\$156.60**

01/08/2024 13:30

BE 470

1. Nature of request Request to record new Community Management Statement for Surfside on the Beach CTS 27944	Lodger (Name, address, E-mail & phone number)	Lodger Code
2. Lot on Plan Description Common property for Surfside on the Beach CTS 27944	Title Reference 50310717	
3. Registered Proprietor/State Lessee Body Corporate for Surfside on the Beach CTS 27944		
4. Interest N/A		
5. Applicant Body Corporate for Surfside on the Beach CTS 27944		
6. Request I hereby request that: the new Community Management Statement deposited herewith, which amends Schedule C and Schedule E of the existing Community Management Statement, be recorded as the New Community Management Statement for Surfside on the Beach CTS 27944.		
7. Execution by applicant		

30/17/24

Execution Date**Mark Joseph Mellick – Solicitor**

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

FIRST/NEW COMMUNITY MANAGEMENT STATEMENT

THIS CMS MUST BE DEPOSITED WITH:

- A FORM 14 GENERAL REQUEST AND

27944

This statement incorporates and must include the following:

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

1. Name of community titles scheme

Body Corporate for Surfside on the Beach CTS 27944

2. Regulation module

Accommodation Module

3. Name of body corporate

Body Corporate for Surfside on the Beach CTS 27944

4. Scheme land

Lot on Plan Description

Title Reference

Common Property for Surfside on

The Beach CTS 27944

50310717

Lots 1 to 25 on BUP 102060

50056417-50056441

Lots 1 to 25 on BUP 102619

50072645-50072669

Lots 1 to 25 on BUP 102984

50083144-50083168

5. Name and address of original owner

Not Applicable

6. Reference to plan lodged with this statement

Not Applicable

first community management statement only

7. New CMS exemption to planning body community management statement notation (if applicable*)

Not Applicable pursuant to s60(6) of the Body Corporate and Community Management Act 1997

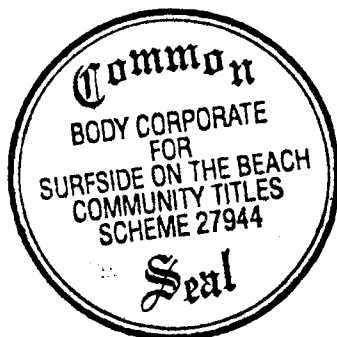
*If there is no exemption or for a first community management statement (CMS), a Form 18C must be deposited with the Request to record the CMS.

8. Execution by original owner/Consent of body corporate

Privacy Statement

Collection of information from this form is authorised by legislation and is used to maintain publicly searchable records. For more information see the De

The Body Corporate for Surfside on The Beach CTS 27944



12/07/24
Execution Date

12/17/24
Execution Date

J. M. O'Sullivan

*Chairperson/Secretary

K. J. Honan

*Committee Member

SCHEDULE A
SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 1 on BUP 102060	9	9
Lot 2 on BUP 102060	11	11
Lot 3 on BUP 102060	11	11
Lot 4 on BUP 102060	11	11
Lot 5 on BUP 102060	11	11
Lot 6 on BUP 102060	11	11
Lot 7 on BUP 102060	11	11
Lot 8 on BUP 102060	9	9
Lot 9 on BUP 102060	11	11
Lot 10 on BUP 102060	11	11
Lot 11 on BUP 102060	11	11
Lot 12 on BUP 102060	11	11
Lot 13 on BUP 102060	11	11
Lot 14 on BUP 102060	11	11
Lot 15 on BUP 102060	9	9
Lot 16 on BUP 102060	11	11
Lot 17 on BUP 102060	11	11
Lot 18 on BUP 102060	11	11
Lot 19 on BUP 102060	11	11
Lot 20 on BUP 102060	11	11
Lot 21 on BUP 102060	11	11
Lot 22 on BUP 102060	11	11
Lot 23 on BUP 102060	11	11
Lot 24 on BUP 102060	11	11
Lot 25 on BUP 102060	11	11
Lot 1 on BUP 102619	9	9
Lot 2 on BUP 102619	11	11
Lot 3 on BUP 102619	11	11
Lot 4 on BUP 102619	11	11
Lot 5 on BUP 102619	11	11
Lot 6 on BUP 102619	11	11
Lot 7 on BUP 102619	11	11
Lot 8 on BUP 102619	9	9
Lot 9 on BUP 102619	11	11
Lot 10 on BUP 102619	11	11
Lot 11 on BUP 102619	11	11
Lot 12 on BUP 102619	11	11
Lot 13 on BUP 102619	11	11
Lot 14 on BUP 102619	11	11
Lot 15 on BUP 102619	9	9
Lot 16 on BUP 102619	11	11
Lot 17 on BUP 102619	11	11
Lot 18 on BUP 102619	11	11
Lot 19 on BUP 102619	11	11
Lot 20 on BUP 102619	11	11
Lot 21 on BUP 102619	11	11

Lot 22 on BUP 102619	11	11
Lot 23 on BUP 102619	11	11
Lot 24 on BUP 102619	11	11
Lot 25 on BUP 102619	11	11
Lot 1 on BUP 102984	9	9
Lot 2 on BUP 102984	11	11
Lot 3 on BUP 102984	11	11
Lot 4 on BUP 102984	11	11
Lot 5 on BUP 102984	11	11
Lot 6 on BUP 102984	11	11
Lot 7 on BUP 102984	11	11
Lot 8 on BUP 102984	9	9
Lot 9 on BUP 102984	11	11
Lot 10 on BUP 102984	11	11
Lot 11 on BUP 102984	11	11
Lot 12 on BUP 102984	11	11
Lot 13 on BUP 102984	11	11
Lot 14 on BUP 102984	11	11
Lot 15 on BUP 102984	9	9
Lot 16 on BUP 102984	11	11
Lot 17 on BUP 102984	11	11
Lot 18 on BUP 102984	11	11
Lot 19 on BUP 102984	11	11
Lot 20 on BUP 102984	11	11
Lot 21 on BUP 102984	11	11
Lot 22 on BUP 102984	11	11
Lot 23 on BUP 102984	11	11
Lot 24 on BUP 102984	11	11
Lot 25 on BUP 102984	11	11
TOTAL	807	807

SCHEDULE B
EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

Not Applicable

**SCHEDULE C
BY-LAWS****1. DEFINITIONS****1.1 Dictionary**

Act	means the <i>Body Corporate and Community Management Act 1997 (Qld)</i> and, where applicable, includes the Regulation Module identified in item 2 of this Community Management Statement.
Body Corporate	has the same meaning as in the Act.
Committee	means the Committee of the Body Corporate elected or otherwise appointed from time to time in accordance with the Act.
Common Property	has the same meaning as in the Act.
Invitee	any person on the Scheme Land with the permission of an Occupier.
Lot	has the same meaning as in the Act.
Occupier	an Owner of a Lot, a tenant of a Lot, a licensee of a Lot, or any resident in a Lot.
Owner	has the same meaning as in the Act.
Recreational Facilities	means facilities that are used for recreational purposes that are on the Common Property, including (without limitation) any swimming pool, barbecue that may be on the Common Property.
Scheme Land	has the same meaning as in the Act.
Security Access Device	means any key, fob, swipe or other device used to gain access to Scheme Land that is otherwise inaccessible.
Utility Infrastructure	has the same meaning as in the Act.
Utility Service	has the same meaning as in the Act.
Vehicle	includes but is not limited to all types of automobiles, motorcycles, scooters, trucks, bicycles, boats, trailers, caravans, camper vans, mobile homes, golf buggies, segways, skateboards, rollerblades, or any other equivalent means of transportation.

1.2 Rules for interpretation

In these by-laws unless the context indicates a contrary intention:

- (a) Words denoting any gender include all genders.
- (b) The singular number includes the plural and vice versa.
- (c) A person includes their executors, administrators, successors, substitutes (such as persons talking by novation) and assignors.
- (d) Words importing persons will include all bodies, associations, trusts, partnerships, instrumentalities and entities, incorporated or unincorporated, and vice versa.
- (e) Any obligation on the part of or for the benefit of two or more persons will be deemed to bind or benefit as the case may be, any two or more of them jointly and each of them severally.
- (f) References to any legislation includes any legislation which amends or replaces that legislation.
- (g) Headings are included for convenience only and will not affect the interpretation of these by-laws.
- (h) A reference to anything includes the whole or each part of it.
- (i) Where there is provision for an act to be done with the Committee's written approval or consent then the Committee, in considering whether to provide that written approval or consent, must not unreasonably withhold that written approval or consent.
- (j) In interpreting these by-laws, no rules of construction will apply to the disadvantage of a party because that party was responsible for the drafting of these by-laws or any part of them.

2. NOISE

- (a) An Occupier must not create noise likely to interfere unreasonably with the peaceful enjoyment of a person lawfully on another Lot or the Common Property.
- (b) Occupiers leaving or returning to Lots late at night or early in the morning must do so with minimal noise.
- (c) An Occupier must request Invitees leaving after 11pm to leave quietly.

3. OBSTRUCTION/NUISANCE

- (a) An Occupier must not obstruct lawful use of Common Property by any other person.
- (b) An Occupier must not cause a nuisance or act in such a way so as to interfere unreasonably with the peaceful enjoyment of a person lawfully on another Lot or using the Common Property.

- (c) An Occupier must not ride bicycles, skateboards, scooters or the like in the foyer of any building erected on the Scheme Land.

4. VEHICLES

- (a) An Occupier must not park any Vehicle upon Common Property except –
 - (i) with the Committee's written approval; or
 - (ii) where authorised by an exclusive use by-law.
- (b) An approval given under by-law 3(a)(i) must state the period for which it is given and any conditions upon which the approval is given. If any conditions are not met, the approval may be withdrawn by the Committee.
- (c) It will always be a condition of any approval that the Vehicle is parked at the Occupier's risk.

5. SMOKING AND VAPING

- (a) An Occupier must not smoke or inhale a smoking/tobacco (which includes a vape) product –
 - (i) anywhere on the Common Property;
 - (ii) in the Outdoor Area of a Lot or in the outdoor area of part of the Common Property attaching to a Lot by way of an exclusive use grant.
- (b) For the purposes of bylaw 5(a)(ii) "Outdoor Area" includes but is not limited to a:
 - (i) balcony;
 - (ii) courtyard;
 - (iii) patio;
 - (iv) rooftop area;
 - (v) veranda.

6. DEPOSITING RUBBISH AND WASTE MATERIAL ON COMMON PROPERTY

- (a) An Occupier must not and must not allow any contractor engaged by the Occupier to, deposit or throw upon the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of a person lawfully on another Lot or using the Common Property.
- (b) Subject to bylaw 6(c), an Occupier must not intentionally allow water, other liquids, or other substances to flow over a balcony onto other Lots and/or Common Property.
- (c) Bylaw 6(b) does not apply if an Occupier directly affected by water, other liquids, or other substances flowing over a balcony onto other Lots has provided their prior consent to such acts.

Example – An Occupier of a Lot immediately below another Lot may consent to the Occupier of the Lot above washing down their balcony.

7. GARBAGE DISPOSAL

An Occupier must:

- (a) Keep a receptacle for garbage in a clean and dry condition and adequately covered on the Lot, or on a part of the Common Property designated by the Committee for that purpose.
- (b) Only use that garbage receptacle for holding general household waste.
- (c) Make use of any recycling bins that may be provided by the Body Corporate to dispose of garbage including separating, where necessary, any recyclable garbage so that full use is made of such bins.
- (d) Comply with all local government laws about disposal of garbage.
- (e) Ensure that the health, hygiene and comfort of Occupiers of other Lots is not adversely affected by the disposal of garbage.
- (f) Transport their garbage from a Lot as and when required to the bins or receptacles provided by the Body Corporate.
- (g) Not leave garbage or any other item in the refuse room designated by the Body Corporate, other than in the bins or receptacles provided by the Body Corporate.

8. COMMON PROPERTY GARDENS

- (a) An Occupier must not –
 - (i) Damage any Common Property lawn, garden, tree, shrub, plant or flower.
 - (ii) Use as a garden any portion of the Common Property, except with the Committee's written approval.
- (b) An approval given under by-law 8(a)(ii) must state any conditions on which the approval is given. If any conditions are not met, the approval may be withdrawn by the Committee.

9. DAMAGE TO COMMON PROPERTY

- (a) An Occupier must not mark, paint, or drive nails or screws or the like into, or otherwise damage or deface a structure that forms part of the Common Property, except with the Committee's written approval.
- (b) By-law 9(a) does not prevent an Occupier from installing –
 - (i) Any lock or other safety device for the protection of a Lot against intruders provided that by doing so any relevant fire regulations are not offended/breached; or
 - (ii) Any screen or other device to prevent entry of animals or insects to the Lot.

- (c) The locking, safety device, screen or other device must be constructed and installed in a professional and workmanlike manner and maintained in a state of good and serviceable repair by the Occupier. It must not detract from the visual amenity of the Scheme Land.

10. INTERNAL ALTERATIONS TO A LOT

- (a) Excluding in kitchens and bathrooms with existing Hard Flooring, an Occupier must not replace existing floor coverings with Hard Flooring except with the Committee's written approval. "Hard Flooring" includes the following –
 - (i) Tiles;
 - (ii) Marble;
 - (iii) Timber;
 - (iv) Linoleum;
 - (v) Vinyl;
 - (vi) Floating floors; or
 - (vii) Any other type of hard flooring.
- (b) The purpose of by-law 10(a) is to ensure that an appropriate standard of sound proofing is maintained to prevent noise transmission between Lots that is likely to disturb the peaceful enjoyment of the use of those Lots.
- (c) The Committee in giving any approval under by-law 10(a) may require any or all of the following conditions (depending on the type of flooring) —
 - (i) A marked-up floor plan to clarify the extent and nature of the works.
 - (ii) Evidence that the proposed flooring will achieve an impact sound insulation rating of less than or equal to L'NT,W 55 in accordance with iso 717-2 (such as a floor impact test of the proposed flooring).²
 - (iii) Evidence that the underlay is to be a high-quality acoustic underlay suitable for the type of flooring being installed and meets the standard required under by-law 10(c)(ii).
 - (iv) A minimum 5-millimetre clearance around the perimeter of the floor, which is to be sealed with a resilient sealing compound.
 - (v) The flooring system to be laid strictly in accordance with the supplier's recommended procedures.
 - (vi) The installer is experienced in the laying of acoustic/hard flooring systems.
 - (vii) Pads to be placed under moveable furniture, including chairs.

- (viii) Carpet runners, mats or rugs to be placed on heavily trafficked areas.
 - (ix) Evidence that the Occupier of the Lot or Lots below and adjacent to, has been notified of the Occupier's intention to replace the flooring.
 - (x) On completion, provide to the Committee a certificate from a member of the Australian Associates of Acoustic Consultants that the flooring complies with the conditions imposed by the Committee.
- (d) If an Occupier fails to comply with the conditions or any one or more of them imposed by the Committee, then the Occupier must, within a reasonable time, cause the removal of the flooring and/or have any necessary procedures or additional work undertaken in order for the flooring to comply with the conditions imposed.
- (e) An Occupier must not remove, alter or otherwise interfere with any internal walls or dividing walls except with the Committee's written approval. The purpose of this by-law is to ensure that the structural integrity of the building is maintained.
- (f) An Occupier must not change any Utility Infrastructure or Utility Service within a Lot, except with the Committee's written approval. The purpose of this by-law is to ensure that the Utility Infrastructure or Utility Service servicing other Lots and the Common Property is not affected in any manner.
- (g) An approval given under by-law 10(a), (e) or (f) may be given on such conditions as the Committee considers appropriate and reasonable in the circumstances to ensure that the works being undertaken by the Occupier are not likely to promote a breach of the Act or these by-laws.
- (h) Conditions imposed by the Committee under by-laws 10(a), (e) or (f) may include, but are not limited to —
- (i) The works comply with the Building Code of Australia.
 - (ii) All local government and other approvals are obtained as required.
 - (iii) The works comply with all relevant fire regulations.
 - (iv) A timetable be provided with an estimated commencement and completion date of the works.
 - (v) All tradespersons engaged by the Occupier are appropriately qualified and insured.
 - (vi) Where Occupiers or tradespersons are carrying any equipment or materials in the lift, it must be padded with protective coverings.
 - (vii) Drop sheets are to be placed in the foyers of any level or lifts which will be traversed by the tradespersons and the foyers and lifts are to be kept clean and tidy at all times.

- (viii) Tradespersons are to be adequately supervised and the Occupier is responsible for ensuring that the tradespersons are conversant with these by-laws.
- (ix) Work is only to be carried out between the hours of 7:00am and 5:00pm, Monday to Friday, but not including public holidays. Unusually noisy work, such as jackhammering, drilling, grinding or other similar works are not to commence before 8:00am.
- (x) Despite by-law 10(h)(ix), work that is not noise, fume or dust invasive can be carried out at any time, including weekends.
- (xi) No materials or equipment are to be stored or left unattended on the Common Property without prior approval of the Committee (this including obtaining permission for a skip bin).
- (i) In relation to an application made under by-law 10(e) or (f), the Occupier must supply to the Committee –
 - (i) A description of the alteration and its nature,
 - (ii) Any relevant plans.
 - (iii) Where applicable, a report from a suitably qualified person certifying that the alteration meets all relevant standards.

11. ALTERATIONS TO EXTERNAL APPEARANCE OF LOT

- (a) Where an Occupier wishes to change the external appearance of a Lot, the Occupier may only do so with the Committee's written approval where it is a minor improvement (as defined in the Act) and the minor improvement does not detract from the amenity of the Lot and its surrounds. In all other cases, the approval must be given in writing by the Body Corporate.
- (b) A change to the external appearance of a Lot includes (without limitation) the erection of external blinds or awnings, the installation of external shutters, the erection of rooftop structures, the enclosure of a patio or balcony, the erection of aerials or satellite dishes and the installation of an air-conditioning unit.
- (c) An approval given under by-law 11(a) may be given on such conditions as the Committee considers appropriate and reasonable in the circumstances to ensure that the work being undertaken does not affect the structural integrity of the building, does not affect the visual amenity of the Scheme Land and is not likely to promote a breach of the Act or these by-laws.
- (d) In relation to an application made under by-law 11(a), the Occupier must supply to the Committee –
 - (i) A description of the nature of the alteration;
 - (ii) Any relevant plans; and
 - (iii) Where appropriate, a report from a suitably qualified person certifying that the alteration meets all relevant standards.

12. APPEARANCE OF LOT

- (a) Other than on a portable draying rack, an Occupier must not hang any washing, towel, bedding, clothing or other article on any part of their Lot in such a way as to be visible from another Lot, the Common Property or outside the Scheme Land. Occupier's must remove portable drying racks from the balcony following use.
- (b) An Occupier must not display any sign, advertisement, placard, banner, pamphlet or like matter on the Common Property or any part of their Lot in such a way as to be visible from another Lot, the Common Property or outside the Scheme Land, except with the Committee's written approval.
- (c) An Occupier must ensure that no curtains, venetian blinds, vertical blinds, shutters or window tinting visible from outside a Lot are permitted within a Lot unless they –
 - (i) have a white backing as seen from the outside of the building;
 - (ii) are the same colour and design as was originally installed.
- (d) An Occupier shall not install, renovate and/or replace a curtain backing or window tinting without having the colour and design approved by the Committee. In giving such approval, the Committee shall ensure, so far as practicable, that curtain backing and window tinting used in all Lots present a uniform appearance when viewed from the Common Property or any other Lot.

13. MAINTENANCE OF LOTS

- (a) An Occupier must ensure their Lot is not offensive in appearance to other Occupiers.
- (b) An Occupier must ensure their Lot is kept and maintained so as not to allow infestation by vermin or insects.

14. MOVING FURNITURE

When moving into or vacating a Lot an Occupier shall not move any furniture into or out of a lot without taking adequate measures to minimise damage to the Common Property and any other Lot.

15. STORAGE OF FLAMMABLE SUBSTANCES

- (a) An Occupier must not, without the Committee's written approval, store a flammable substance on the Common Property.
- (b) An Occupier must not, without the Committee's written approval, store a flammable substance on a Lot unless the substance is used or intended for use for domestic purposes.

- (c) However, this by-law does not apply to the storage of fuel in –
 - (i) the fuel tank of a Vehicle or internal combustion engine; or
 - (iii) a tank kept on a Vehicle in which the fuel is stored under the requirements of the law regulating the storage of flammable substances.

16. FIRE INSURANCE

An Occupier must not do, bring or keep on a Lot or the Common Property anything which increases the rate of fire insurance taken out by the Body Corporate, or which may conflict with any insurance policy taken out by the Body Corporate.

17. KEEPING ANIMALS

- (a) Subject to Section 181 of the Act, an Occupier of a Lot must not, without the Committee's written approval keep any animal in a Lot or on the Common Property.
- (b) An Occupier who wishes to keep an animal on Scheme Land must submit an application to the Committee. The application shall contain –
 - (i) All details about the animal, including its breed, sex, age and name;
 - (ii) A photograph of the animal; and
 - (iii) The written consent of the Owner where the applicant is not the Owner of the Lot.
- (c) Any approval given under by-law 16(a) may contain any one or more of the following conditions or any other condition the Committee may consider appropriate –
 - (i) The animal must not roam or be allowed to roam on Common Property or into another Lot.
 - (ii) When the animal traverses Common Property, which it may only do so for the purposes of being brought onto or taken off Scheme Land, or where the animal is being taken from one Lot to another, it must be appropriately restrained.
 - (iii) The animal may only be taken into a lift servicing the Scheme Land only if:
 - i. the lift is empty; or
 - ii. if the lift is not empty, the occupant's consent to the animal travelling in the lift.
 - (iv) Any animal litter or waste must be disposed of in such a way that it does not create noxious odours or otherwise contaminate the Scheme Land and, where any part of the Scheme Land is soiled, it must be immediately cleaned and disinfected by the controller of the animal at the time.

- (v) The animal must not cause a nuisance or interfere unreasonably with any person's use or enjoyment of another Lot or Common Property.
- (vi) Where required by the local government ordinances, the animal must be registered with the local government and where the animal is a dog or cat it must wear an identification tag, tattoo or microchip.
- (vii) The animal, where it is a dog or cat, must either be vaccinated in accordance with the standard recommended veterinary practice or if not vaccinated, the Occupier must provide the Committee with a veterinary certificate confirming the animal is not required to be vaccinated.
- (viii) The animal must be kept in good health and free from fleas and parasites.
- (ix) Upon request by the Committee, the Occupier must provide to the Committee a veterinary certificate confirming the animal is in good health.
- (d) The Body Corporate may rescind its approval at any time if it reasonably considers the Occupier has not complied with any conditions of approval and upon such rescission of approval the animal shall be removed from the Lot and the Scheme Land within 14 days of the rescission of approval.
- (e) Any approval under by-law 16(a) shall only operate until the death of the animal, at which time any new animal will require a new application.

18. BEHAVIOUR OF INVITEES

Occupiers must take all reasonable steps to ensure that their Invitees abide by the by-laws and do not behave in a manner likely to interfere with the peaceful enjoyment of a person lawfully on another Lot or the Common Property.

19. RECREATIONAL FACILITIES

- (a) The Recreational Facilities_(save for the swimming pool) shall not be used between the hours of 10.00pm and 6.00am.

The swimming pool shall not be used between the hours of 8.30pm and 7.30am, or such other hours as may be nominated by the Committee from time to time.

- (b) Children below the age of 12 years must be accompanied by an adult Occupier exercising effective control over them.
- (c) Invitees must be accompanied by the Occupier at all times unless they are visiting or staying at an Occupier's Lot.
- (d) Occupiers and their Invitees shall exercise caution at all times and not behave in a loud, unruly or offensive manner that is likely to interfere with the use and enjoyment of the Recreational Facilities by other persons.
- (e) All equipment must be used only according to manufacturer's specifications and recommendations.

- (f) The barbeque must be cleaned and degreased after use.
- (g) An Occupier or their Invitee must not operate adjust or interfere with the operation of any equipment associated with the swimming pool or add any chemical or other substance to the swimming pool.
- (h) Glassware, chinaware and other breakable items are not to be taken into the Recreational Facilities.
- (i) Animals are not to be taken into the Recreational Facilities.

20. USE OF LOTS

- (a) Each Lot must be used for residential purposes (including using part of the Lot as a home office where that use does not offend the local authority planning Scheme) only and not for any unlawful purpose.
- (b) An Occupier must not conduct a serviced apartment or let the Lot on a short-term basis contrary to any local government, town planning or building certification.
- (c) Despite by-law 20(a), Lot 1 in BUP 102060, where a Lot is owned by an entity appointed by the Body Corporate as a caretaker service contractor, or by a person or persons associated with that entity, that lot may be used for residential purposes and for purposes associated with their caretaking agreement and/or letting agreement.

21. AUCTIONS AND GARAGE SALES

An Occupier must not conduct an auction or garage sale on a Lot or on the Common Property, except with the Committee's written approval.

22. UTILITY INFRASTRUCTURE AND UTILITY SERVICE

- (a) An Occupier must not interfere with the Utility Infrastructure or any Utility Services.
- (b) All Utility Infrastructure and Utility Services must only be used for the purpose for which it was constructed and no rubbish or other unsuitable substance shall be deposited in it.
- (c) An Occupier shall be responsible for the cost of any damage to Utility Infrastructure or Utility Services caused by the misuse or negligence by that Occupier or its Invitee.

23. COMMUNICATIONS

- (a) An Occupier must communicate with other Occupiers, the Committee, individual Committee members and Body Corporate Managers in a reasonable, courteous, respectful and non-abusive manner and at all times in a way that does not defame, bully, harass or cause a nuisance to another Occupier, the Committee, an individual Committee member, or the Body Corporate Manager.

- (b) The Committee may impose conditions on the nature and volume of communications, including but not limited to –
 - (i) The method of delivery for verbal or written communications.
 - (ii) The frequency of communications.
 - (iii) The volume of communications.
- (c) Communications include, but are not limited to –
 - (i) verbal, either in person or by telephone or other electronic means;
 - (ii) written communications;
 - (iii) electronically transmitted written communications; and
 - (iv) social media.

24. RESTRICTED ACCESS AREA

Any areas of the Common Property used for:

- (a) electrical substations, switch rooms, or control panels;
- (b) fire service control panels;
- (c) telephone exchanges; and
- (d) other services to the Lots and Common Property (or either of them),

may be kept locked by the Committee (or its appointed representative) unless otherwise required by law. Persons other than duly appointed service contractors may not enter or open such locked areas without the prior consent of the Committee.

25. SECURITY ACCESS DEVICE

- (a) If the Body Corporate operates a Security Access Device, an Occupier must not:
 - (i) Interfere or tamper with the security system or a Security Access Device.
 - (ii) Alter the security system or a Security Access Device.
 - (iii) Duplicate a Security Access Device.
 - (iv) Damage the security system, or a Security Access Device.
 - (v) Allow a Security Access Device to be handled by a person other than an Occupier or bona fide visitor.
- (b) An Occupier must take reasonable steps to ensure the return of any Security Access Device to the Body Corporate upon ceasing to be an Occupier.

- (c) An Occupier must take reasonable precautions to ensure any Security Access Device is not lost or disposed of, other than by returning it to the Body Corporate.
- (d) An Occupier must notify the Body Corporate as soon as practicable if a Security Access Device is lost or damaged.
- (e) Any cost regarding the replacement or supply of an additional Security Access Device shall be borne by the Occupier.

26. COMMON PROPERTY ELECTRICITY

Occupiers shall not, without the prior consent of the Committee, utilise any Common Property general purpose outlet, including (without limitation) for purposes associated with the charging of electric Vehicles.

27. EXCLUSIVE USE – ROOF GARDEN AREAS

- 27.1** The Owner for the time being of lots 15, 16, 17, 22, 23, 24 and 25 in Building Units Plan 102060 shall be entitled to the exclusive use and enjoyment for himself and his licensees for a Roof Garden Facility of that part of the Common Property which has the same number which corresponds with lots 15, 16, 17, 22, 23, 24 and 25 in the plans annexed hereto and marked "A1 & A2" with the Owner being responsible at his own cost to keep same in a neat and tidy condition and otherwise being responsible for the performance of the duty of the Body Corporate under Section 37(1) of the Building Units and Group Titles Act 1980-1988 and in particular being responsible for the maintenance in a good state of repair and serviceability of the surface of the roof slab, the pergola and the surfaces of all structures on and in the roof garden area.

The grant of exclusive use and enjoyment is made subject to the said Owner allowing the Body Corporate and its Committee and its properly appointed servants or agents, at all reasonable times, access to the area and if necessary through the lot to the area for any purpose including inspection and maintenance and in particular, inspection, maintenance, and repair of the lift machinery (not being the responsibility of the Owner).

- 27.2** The Owner for the time being of lots 15, 16, 17, 22, 23, 24 and 25 in the Building Units Plan 102619 shall be entitled to the exclusive use and enjoyment for himself and his licensees for a Roof Garden Facility of that part of the Common Property which has the same number which corresponds with lots 15, 16, 17, 22, 23, 24 and 25 in the plans annexed hereto and marked "A3 & A4" with the Owner being responsible at his own cost to keep same in a neat and tidy condition and otherwise being responsible for the performance of the duty of the Body Corporate under Section 37(1) of the Building Units and Group Titles Act 1980-1988 and in particular being responsible for the maintenance in a good state of repair and serviceability of the surface of the roof slab, the pergola and the surfaces of all structures on and in the roof garden area.

The grant of exclusive use and enjoyment is made subject to the said Owner allowing the Body Corporate and its Committee and its properly appointed servants or agents, at all reasonable times, access to the area and if necessary through the lot to the area for any purpose including inspection and maintenance and in particular, inspection,

maintenance, and repair of the lift machinery (not being the responsibility of the Owner).

- 27.3** The Owner for the time being of lots 15, 16, 17, 22, 23, 24 and 25 in the Building Units Plan 102984 shall be entitled to the exclusive use and enjoyment for himself and his licensees for a Roof Garden Facility of that part of the Common Property which has the same number which corresponds with lots 15, 16, 17, 22, 23, 24 and 25 in the plans annexed hereto and marked "A5 & A6" with the Owner being responsible at his own cost to keep same in a neat and tidy condition and otherwise being responsible for the performance of the duty of the Body Corporate under Section 37(1) of the Building Units and Group Titles Act 1980-1988 and in particular being responsible for the maintenance in a good state of repair and serviceability of the surface of the roof slab, the pergola and the surfaces of all structures on and in the roof garden area.

The grant of exclusive use and enjoyment is made subject to the said Owner allowing the Body Corporate and its Committee and its properly appointed servants or agents, at all reasonable times, access to the area and if necessary through the lot to the area for any purpose including inspection and maintenance and in particular, inspection, maintenance, and repair of the lift machinery (not being the responsibility of the Owner).

28. EXCLUSIVE USE – CAR SPACES

- 28.1** The Owner for the time being of lots 1 to 25 inclusive in Building Units Plan 102060 shall be entitled to the exclusive use and enjoyment for himself and his licensees for a Car Parking Facility of that part of the Common Property which has the same number which corresponds with lots 1 to 25 inclusive in the plan annexed hereto marked "B1" with the Owner being responsible at his cost to keep the area in a neat and tidy condition and free of litter and otherwise being responsible for the performance of the duty of the Body Corporate under Section 37(1) of the Building Units and Group Titles Act 1980-1988.

The grant of exclusive use and enjoyment is made subject to the Owner allowing the Body Corporate and its Committee and its properly appointed servants or agents, at all reasonable times, access to the area for any proper purpose including inspection and maintenance.

The Committee of the Body Corporate is hereby authorised to vary the allocation so made and to transpose car spaces from one lot to another at any time on the written request of the Owners of the lots involved.

- 28.2** The Owner for the time being of lots 1 to 25 inclusive in Building Units Plan 102619 shall be entitled to the exclusive use and enjoyment for himself and his licensees for a Car Parking Facility of that part of the Common Property which has the same number which corresponds with lots 1 to 25 inclusive in the plan annexed hereto marked "B2" with the Owner being responsible at his cost to keep the area in a neat and tidy condition and free of litter and otherwise being responsible for the performance of the duty of the Body Corporate under Section 37(1) of the Building Units and Group Titles Act 1980-1988.

The grant of exclusive use and enjoyment is made subject to the Owner allowing the Body Corporate and its Committee and its properly appointed servants or agents, at all reasonable times, access to the area for any proper purpose including inspection and maintenance.

The Committee of the Body Corporate is hereby authorised to vary the allocation so made and to transpose car spaces from one lot to another at any time on the written

request of the Owners of the lots involved.

- 28.3** The Owner for the time being of lots 1 to 25 inclusive in Building Units Plan 102984 shall be entitled to the exclusive use and enjoyment for himself and his licensees for a Car Parking Facility of that part of the Common Property which has the same number which corresponds with lots 1 to 25 inclusive in the plan annexed hereto marked "B3" with the Owner being responsible at his cost to keep the area in a neat and tidy condition and free of litter and otherwise being responsible for the performance of the duty of the Body Corporate under Section 37(1) of the Building Units and Group Titles Act 1980-1988.

The grant of exclusive use and enjoyment is made subject to the Owner allowing the Body Corporate and its Committee and its properly appointed servants or agents, at all reasonable times, access to the area for any proper purpose including inspection and maintenance.

The Committee of the Body Corporate is hereby authorised to vary the allocation so made and to transpose car spaces from one lot to another at any time on the written request of the Owners of the lots involved.

29. EXCLUSIVE USE – STORAGE SPACES

- 29.1** The Owner for the time being of lots 1, 15, 16, 17, 21, 22, 23, 24 and 25 in Building Units Plan 102060 shall be entitled to the exclusive use and enjoyment for himself and his licensees for a Storage Facility of that part of the Common Property which has the same number which corresponds with lots 1, 15, 16, 17, 21, 22, 23, 24 and 25 in the plan annexed hereto marked "B1".

The Owners shall ensure that any storage area shall be clean and dry, shall not create a hazard to any other Owners or Occupiers and shall be kept in a neat and tidy condition and, the Owner, shall otherwise be responsible for the performance of the duty of the Body Corporate under Section 37(1) of the Building Units and Group Titles Act 1980-1988 in respect of the storage area.

The grant of exclusive use and enjoyment is made subject to the Owner allowing the Body Corporate and its Committee and its properly appointed servants or agents, at all reasonable times, access to the area for any proper purpose including inspection and maintenance.

- 29.2** The Owner for the time being of lots 1, 2, 15, 16, 17, 21, 22, 23, 24 and 25 in Building Units Plan 102619 shall be entitled to the exclusive use and enjoyment for himself and his licensees for a Storage Facility of that part of the Common Property which has the same number which corresponds with lots 1, 2, 15, 16, 17, 21, 22, 23, 24 and 25 in the plan annexed hereto marked "B2".

The Owners shall ensure that any storage area shall be clean and dry, shall not create a hazard to any other Owners or Occupiers and shall be kept in a neat and tidy condition and, the Owner, shall otherwise be responsible for the performance of the duty of the Body Corporate under Section 37(1) of the Building Units and Group Titles Act 1980-1988 in respect of the storage area.

The grant of exclusive use and enjoyment is made subject to the Owner allowing the Body Corporate and its Committee and its properly appointed servants or agents, at

all reasonable times, access to the area for any proper purpose including inspection and maintenance.

- 29.3** The Owner for the time being of lots 15, 16, 17, 21, 22, 23, 24 and 25 in Building Units Plan 102984 shall be entitled to the exclusive use and enjoyment for himself and his licensees for a Storage Facility of that part of the Common Property which has the same number which corresponds with lots 15, 16, 17, 21, 22, 23, 24 and 25 in the plan annexed hereto marked "B3".

The Owners shall ensure that any storage area shall be clean and dry, shall not create a hazard to any other Owners or Occupiers and shall be kept in a neat and tidy condition and, the Owner, shall otherwise be responsible for the performance of the duty of the Body Corporate under Section 37(1) of the Building Units and Group Titles Act 1980-1988 in respect of the storage area.

The grant of exclusive use and enjoyment is made subject to the Owner allowing the Body Corporate and its Committee and its properly appointed servants or agents, at all reasonable times, access to the area for any proper purpose including inspection and maintenance.

30. EXCLUSIVE USE – MANAGER'S OFFICE

- 30.1** The Owner of the lot in Building Units Plan 102060 from which the Manager may discharge the duties specified in the Resident Manager's Agreement and conduct the business permitted under the Letting Agreement shall be entitled to the exclusive use to that part of the Common Property shown on the plan annexed hereto marked "Manager's Office" and any equipment installed therein for the provision of management and letting services within the building and within any other building as may be agreed upon between the Manager and the Body Corporate and for the provision of other services as set out in the Resident Manager's Agreement and the Letting Agreement for so long as the proprietor of the Manager's Lot or his nominee shall be the Manager or alternatively the Body Corporate may lease the Manager's Office to the proprietor for the time being of the Manager's Lot whilst the Resident Manager's Agreement and the Letting Agreement are valid and current. (This by-law shall have no effect if the Office forms part of the title to the lot).

**SCHEDULE D
OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED**

Not Applicable

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

Lot on Plan	Exclusive Use Area	Purpose of Use	By-Law
Lot 15 on BUP 102060	Area 15 on level E on sketch plan A1	Roof garden	By-law 27.(1)
Lot 16 on BUP 102060	Area 16 on level E on sketch plan A1	Roof garden	By-law 27.(1)
Lot 17 on BUP 102060	Area 17 on level E on sketch plan A1	Roof garden	By-law 27.(1)
Lot 22 on BUP 102060	Area 22 on level F on sketch plan A2	Roof garden	By-law 27.(1)
Lot 23 on BUP 102060	Area 23 on level F on sketch plan A2	Roof garden	By-law 27.(1)
Lot 24 on BUP 102060	Area 24 on level F on sketch plan A2	Roof garden	By-law 27.(1)
Lot 25 on BUP 102060	Area 25 on level F on sketch plan A2	Roof garden	By-law 27.(1)
Lot 15 on BUP 102619	Area 15 on level E on sketch plan A3	Roof garden	By-law 27.(2)
Lot 16 on BUP 102619	Area 16 on level E on sketch plan A3	Roof garden	By-law 27.(2)
Lot 17 on BUP 102619	Area 17 on level E on sketch plan A3	Roof garden	By-law 27.(2)
Lot 22 on BUP 102619	Area 22 on level F on sketch plan A4	Roof garden	By-law 27.(2)
Lot 23 on BUP 102619	Area 23 on level F on sketch plan A4	Roof garden	By-law 27.(2)
Lot 24 on BUP 102619	Area 24 on level F on sketch plan A4	Roof garden	By-law 27.(2)
Lot 25 on BUP 102619	Area 25 on level F on sketch plan A4	Roof garden	By-law 27.(2)
Lot 15 on BUP 102984	Area 15 on level E on sketch plan A5	Roof garden	By-law 27.(3)
Lot 16 on BUP 102984	Area 16 on level E on sketch plan A5	Roof garden	By-law 27.(3)
Lot 17 on BUP 102984	Area 17 on level E on sketch plan A5	Roof garden	By-law 27.(3)
Lot 22 on BUP 102984	Area 22 on level F on sketch plan A6	Roof garden	By-law 27.(3)
Lot 23 on BUP 102984	Area 23 on level F on sketch plan A6	Roof garden	By-law 27.(3)
Lot 24 on BUP 102984	Area 24 on level F on sketch plan A6	Roof garden	By-law 27.(3)
Lot 25 on BUP 102984	Area 25 on level F on sketch plan A6	Roof garden	By-law 27.(3)
Lot 1 on BUP 102060	Area 1 on level A on sketch plan B1	Car spaces	By-law 28.(1)
Lot 2 on BUP 102060	Area 2 on level A on sketch plan B1	Car spaces	By-law 28.(1)
Lot 3 on BUP 102060	Area 3 on level A on sketch plan B1	Car spaces	By-law 28.(1)
Lot 4 on BUP 102060	Area 4 on level A on sketch plan B1	Car spaces	By-law 28.(1)
Lot 5 on BUP 102060	Area 5 on level A on sketch plan B1	Car spaces	By-law 28.(1)
Lot 6 on BUP 102060	Area 6 on level A on sketch plan B1	Car spaces	By-law 28.(1)
Lot 7 on BUP 102060	Area 7 on level A on sketch plan B1	Car spaces	By-law 28.(1)
Lot 8 on BUP 102060	Area 8 on level A on sketch plan B1	Car spaces	By-law 28.(1)
Lot 9 on BUP 102060	Area 9 on level A on sketch plan B1	Car spaces	By-law 28.(1)
Lot 10 on BUP 102060	Area 10 on level A on sketch plan B1	Car spaces	By-law 28.(1)
Lot 11 on BUP 102060	Area 11 on level A on sketch plan B1	Car spaces	By-law 28.(1)
Lot 12 on BUP 102060	Area 12 on level A on sketch plan B1	Car spaces	By-law 28.(1)
Lot 13 on BUP 102060	Area 13 on level A on sketch plan B1	Car spaces	By-law 28.(1)
Lot 14 on BUP 102060	Area 14 on level A on sketch plan B1	Car spaces	By-law 28.(1)
Lot 15 on BUP 102060	Area 15 on level A on sketch plan B1	Car spaces	By-law 28.(1)
Lot 16 on BUP 102060	Area 16 on level A on sketch plan B1	Car spaces	By-law 28.(1)
Lot 17 on BUP 102060	Area 17 on level A on sketch plan B1	Car spaces	By-law 28.(1)
Lot 18 on BUP 102060	Area 18 on level A on sketch plan B1	Car spaces	By-law 28.(1)
Lot 19 on BUP 102060	Area 19 on level A on sketch plan B1	Car spaces	By-law 28.(1)
Lot 20 on BUP 102060	Area 20 on level A on sketch plan B1	Car spaces	By-law 28.(1)
Lot 21 on BUP 102060	Area 21 on level A on sketch plan B1	Car spaces	By-law 28.(1)
Lot 22 on BUP 102060	Area 22 on level A on sketch plan B1	Car spaces	By-law 28.(1)
Lot 23 on BUP 102060	Area 23 on level A on sketch plan B1	Car spaces	By-law 28.(1)



Lot 16 on BUP 102060	Area 16 on level A on sketch plan B1	Storage space	By-law 29.(1)
Lot 17 on BUP 102060	Area 17 on level A on sketch plan B1	Storage space	By-law 29.(1)
Lot 21 on BUP 102060	Area 21 on level A on sketch plan B1	Storage space	By-law 29.(1)
Lot 22 on BUP 102060	Area 22 on level A on sketch plan B1	Storage space	By-law 29.(1)
Lot 23 on BUP 102060	Area 23 on level A on sketch plan B1	Storage space	By-law 29.(1)
Lot 24 on BUP 102060	Area 24 on level A on sketch plan B1	Storage space	By-law 29.(1)
Lot 25 on BUP 102060	Area 25 on level A on sketch plan B1	Storage space	By-law 29.(1)
Lot 1 on BUP 102619	Area 1 on level A on sketch plan B2	Storage space	By-law 29.(2)
Lot 2 on BUP 102619	Area 2 on level A on sketch plan B2	Storage space	By-law 29.(2)
Lot 15 on BUP 102619	Area 15 on level A on sketch plan B2	Storage space	By-law 29.(2)
Lot 16 on BUP 102619	Area 16 on level A on sketch plan B2	Storage space	By-law 29.(2)
Lot 17 on BUP 102619	Area 17 on level A on sketch plan B2	Storage space	By-law 29.(2)
Lot 21 on BUP 102619	Area 21 on level A on sketch plan B2	Storage space	By-law 29.(2)
Lot 22 on BUP 102619	Area 22 on level A on sketch plan B2	Storage space	By-law 29.(2)
Lot 24 on BUP 102619	Area 24 on level A on sketch plan B2	Storage space	By-law 29.(2)
Lot 25 on BUP 102619	Area 25 on level A on sketch plan B2	Storage space	By-law 29.(2)
Lot 15 on BUP 102984	Area 15 on level A on sketch plan B3	Storage space	By-law 29.(3)
Lot 16 on BUP 102984	Area 16 on level A on sketch plan B3	Storage space	By-law 29.(3)
Lot 17 on BUP 102984	Area 17 on level A on sketch plan B3	Storage space	By-law 29.(3)
Lot 21 on BUP 102984	Area 21 on level A on sketch plan B3	Storage space	By-law 29.(3)
Lot 22 on BUP 102984	Area 22 on level A on sketch plan B3	Storage space	By-law 29.(3)
Lot 24 on BUP 102984	Area 24 on level A on sketch plan B3	Storage space	By-law 29.(3)
Lot 25 on BUP 102984	Area 25 on level A on sketch plan B3	Storage space	By-law 29.(3)
Lot 1 on BUP 102060	Area 1 on level B on sketch plan marked "Manager's Office"	Manager's office	By-law 30.1

Building Units and Group Titles Act 1960 — 1988
 BUILDING UNITS AND GROUP TITLES REGULATIONS 1981

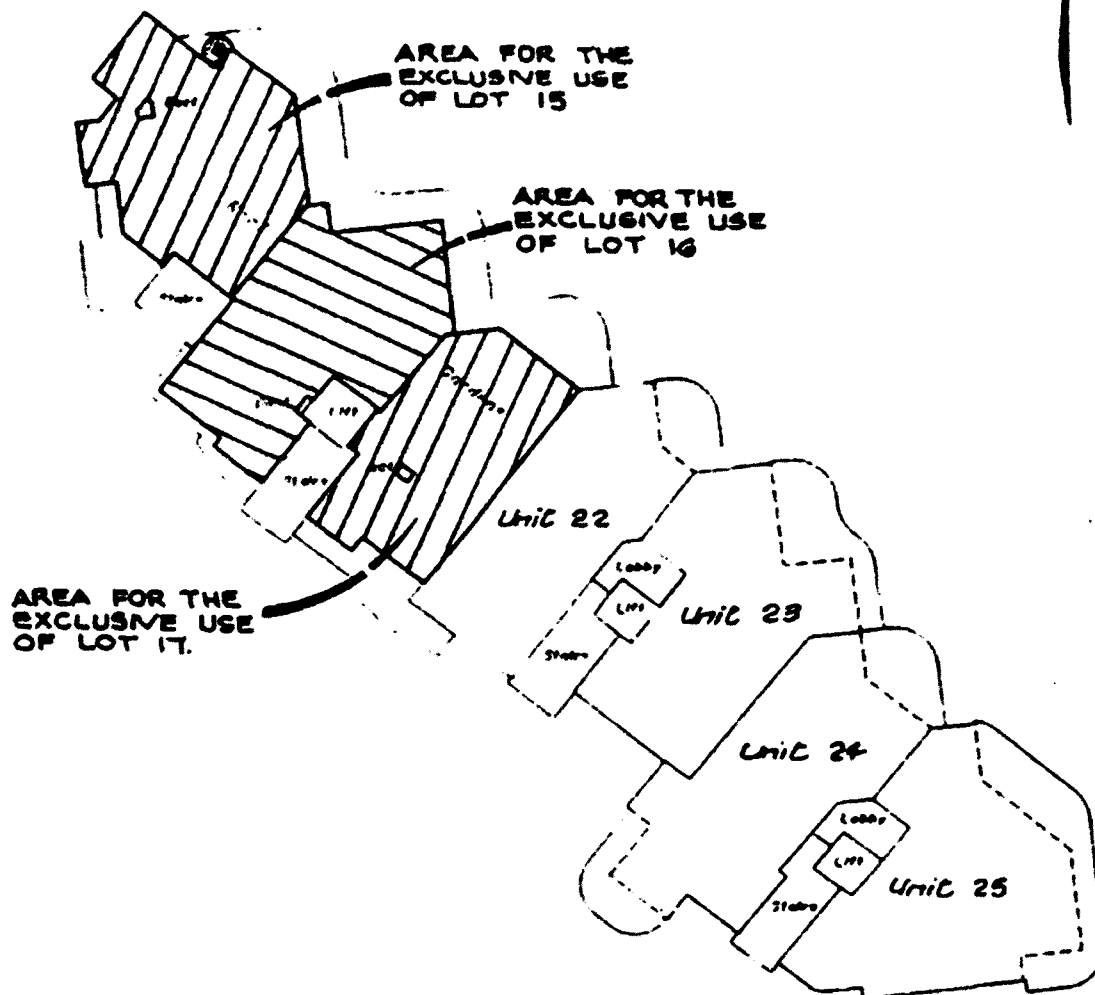
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SURFSIDE ON THE BEACH

Name of Building: ~~102060~~ *6FS 17386*

BUILDING UNITS PLAN NO. 102060

**PLAN SHOWING THE AREAS FOR THE
 EXCLUSIVE USE OF LOTS 15 - 17
 LEVEL E - ROOF GARDENS**



EXCLUSIVE USE AREA BOUNDARIES
 ARE DEFINED BY STRUCTURAL
 FEATURES (WALLS, BALUSTRADING).

Scalebar 1:300



AC 2540

Building Plans and Group Titles Act 1990 - 1990
BUILDING PLANS AND GROUP TITLES REGULATIONS 1990

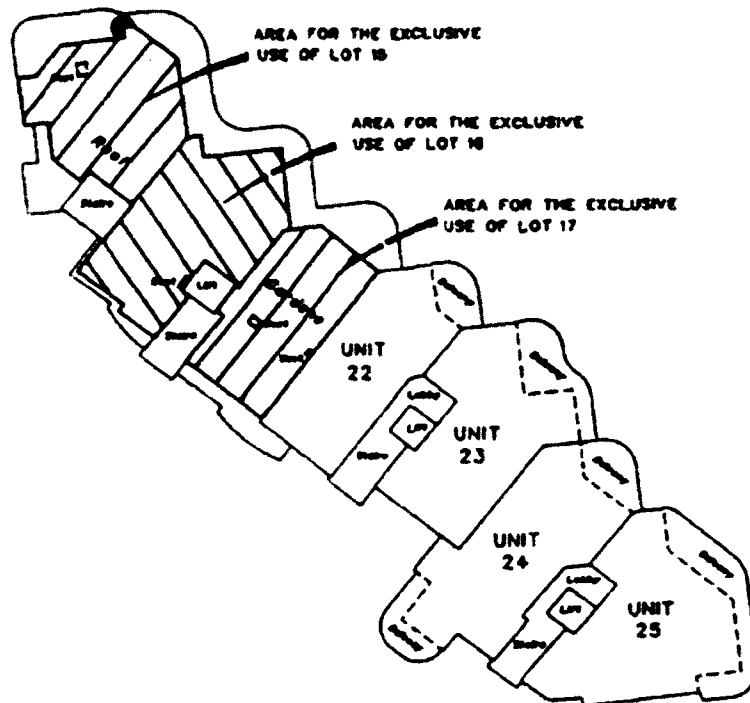
43

SURFIDE ON THE BEACH

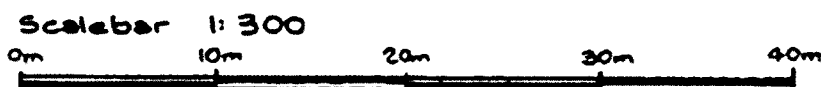
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BUILDING UNITS PLAN NO. 102619

**PLAN SHOWING THE AREAS FOR THE
EXCLUSIVE USE OF LOTS 15 - 17
LEVEL E ROOF GARDENS**



EXCLUSIVE USE AREA BOUNDARIES
ARE DEFINED BY STRUCTURAL
FEATURES (WALLS, BALUSTRADING).



RC 2340

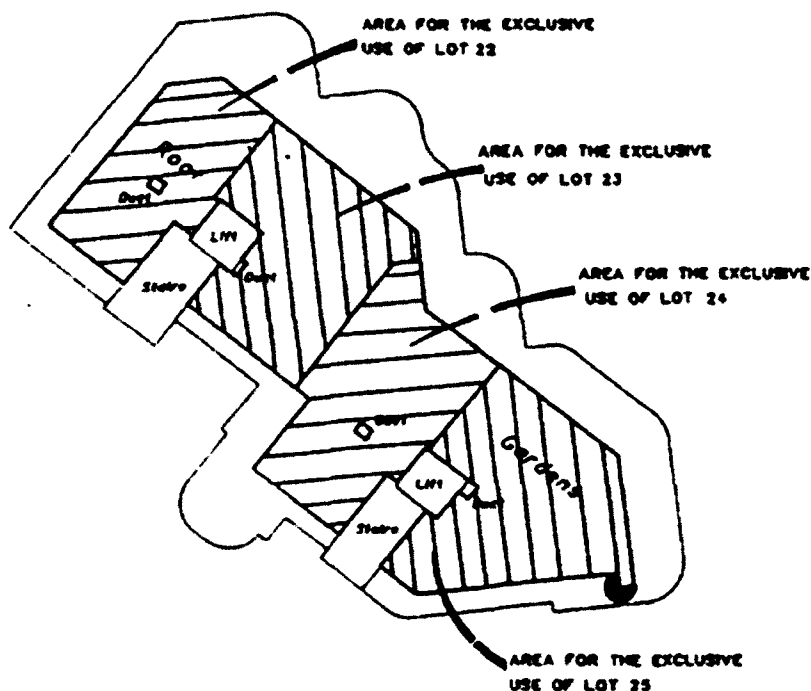
Building Plans and Group Titles Act 1980 - 1988
BUILDING PLANS AND GROUP TITLES DECEMBER 1988

"A4"

Name of Building *SURFSIDE ON THE BEACH*
~~675-17043~~

BUILDING UNITS PLAN NO. 102619

**PLAN SHOWING THE AREAS FOR THE
EXCLUSIVE USE OF LOTS 22 - 25
LEVEL F - ROOF GARDENS**



EXCLUSIVE USE AREA BOUNDARIES
ARE DEFINED BY STRUCTURAL
FEATURES (WALLS, BALUSTRADING).



Building Units and Group Titles Act 1980
BUILDING UNITS AND GROUP TITLES REGULATIONS 1980

A5

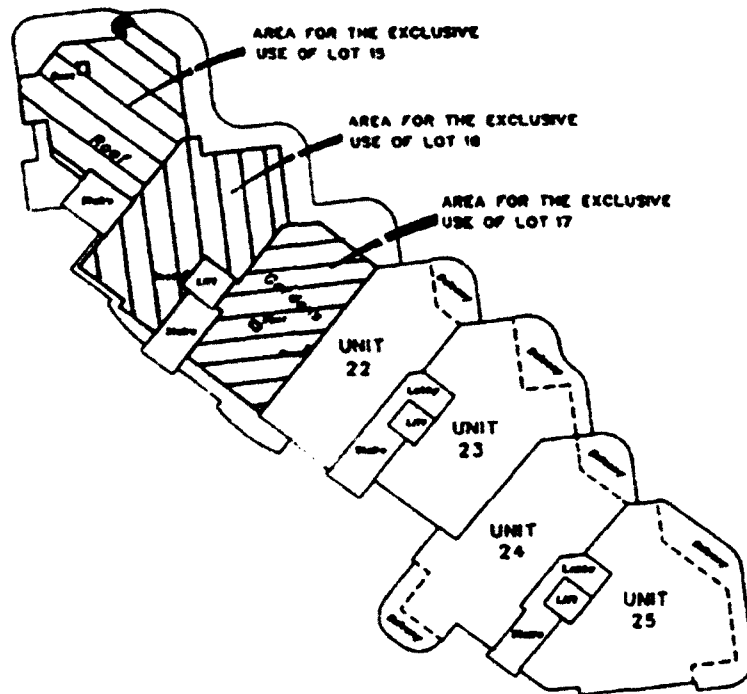
SURFSIDE ON THE BEACH

Plan of Building: ~~UNIT 15-17~~ ~~CRS 15840~~

BUILDING UNITS PLAN NO. 102984

**PLAN SHOWING THE AREAS FOR THE
EXCLUSIVE USE OF LOTS 15 - 17**

LEVEL E



EXCLUSIVE USE AREA BOUNDARIES
ARE DEFINED BY STRUCTURAL
FEATURES (WALLS, BALUSTADING).

Scale bar 1:400



Building Units and Group Titles Act 1980
BUILDING UNITS AND GROUP TITLES REGULATIONS 1980

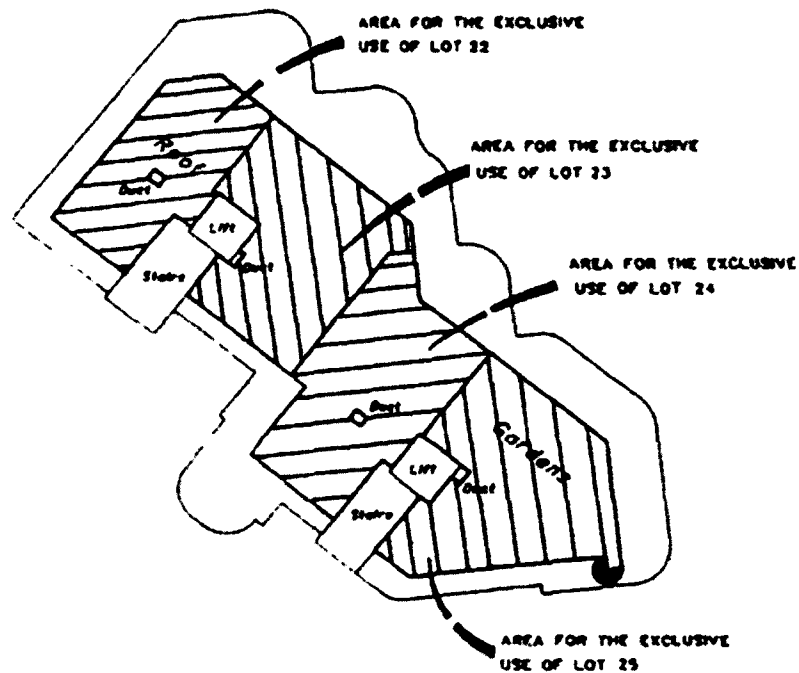
"A6"

SURFSIDE ON THE BEACH
Project of Building: ~~2001/00000000~~ *EPS 16840*

BUILDING UNITS PLAN NO. 102984

**PLAN SHOWING THE AREAS FOR THE
EXCLUSIVE USE OF LOTS 22 - 25**

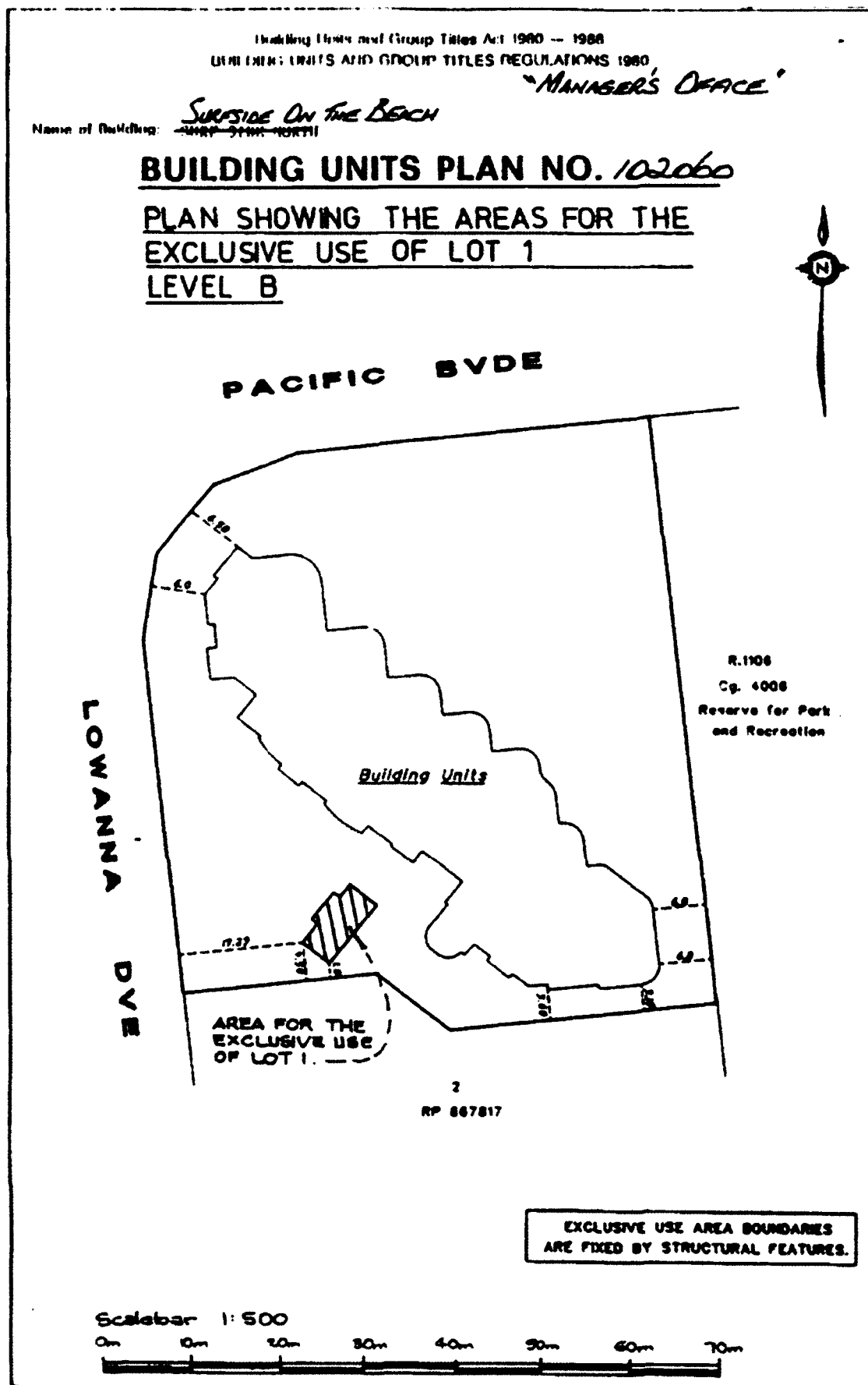
LEVEL F - ROOF GARDENS

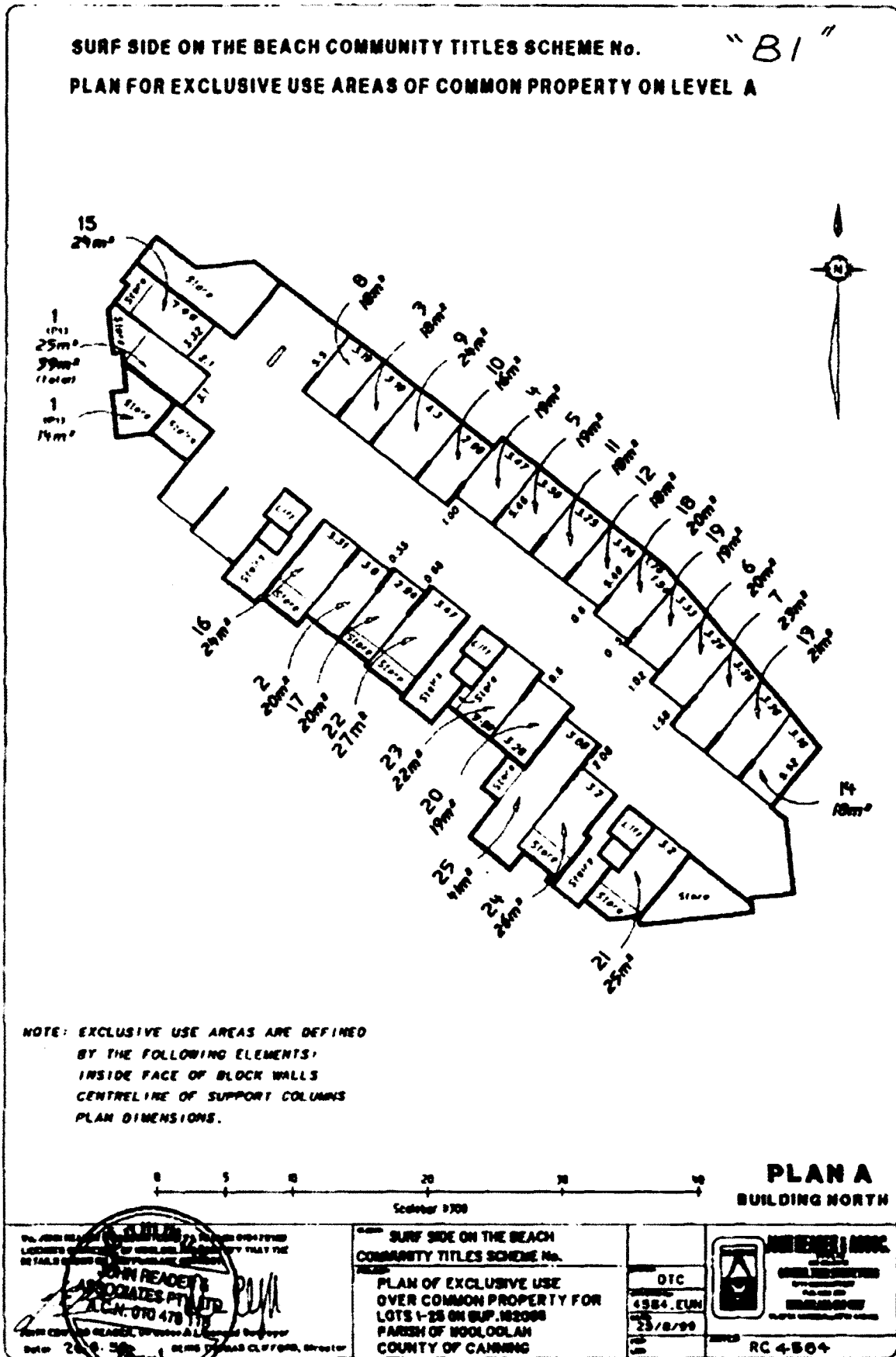


EXCLUSIVE USE AREA BOUNDARIES
ARE DEFINED BY STRUCTURAL
FEATURES (WALLS, BALUSTRADING).

Scalebar 1: 300



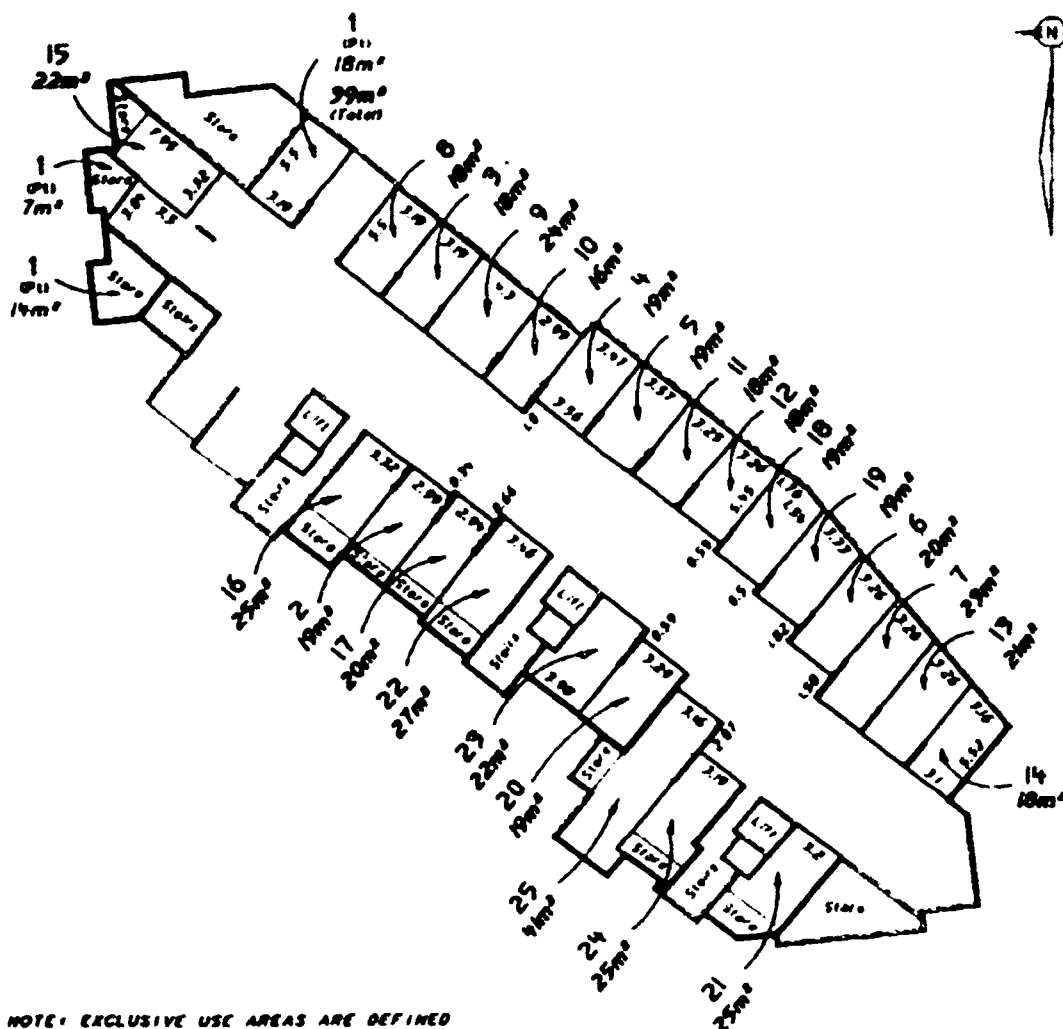




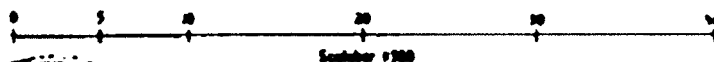
SURF SIDE ON THE BEACH COMMUNITY TITLES SCHEME No.

'B2'

PLAN FOR EXCLUSIVE USE AREAS OF COMMON PROPERTY ON LEVEL A




NOTE: EXCLUSIVE USE AREAS ARE DEFINED BY THE FOLLOWING ELEMENTS:
INSIDE FACE OF BLOCK WALLS
CENTRELINE OF SUPPORT COLUMNS
PLAN DIMENSIONS.



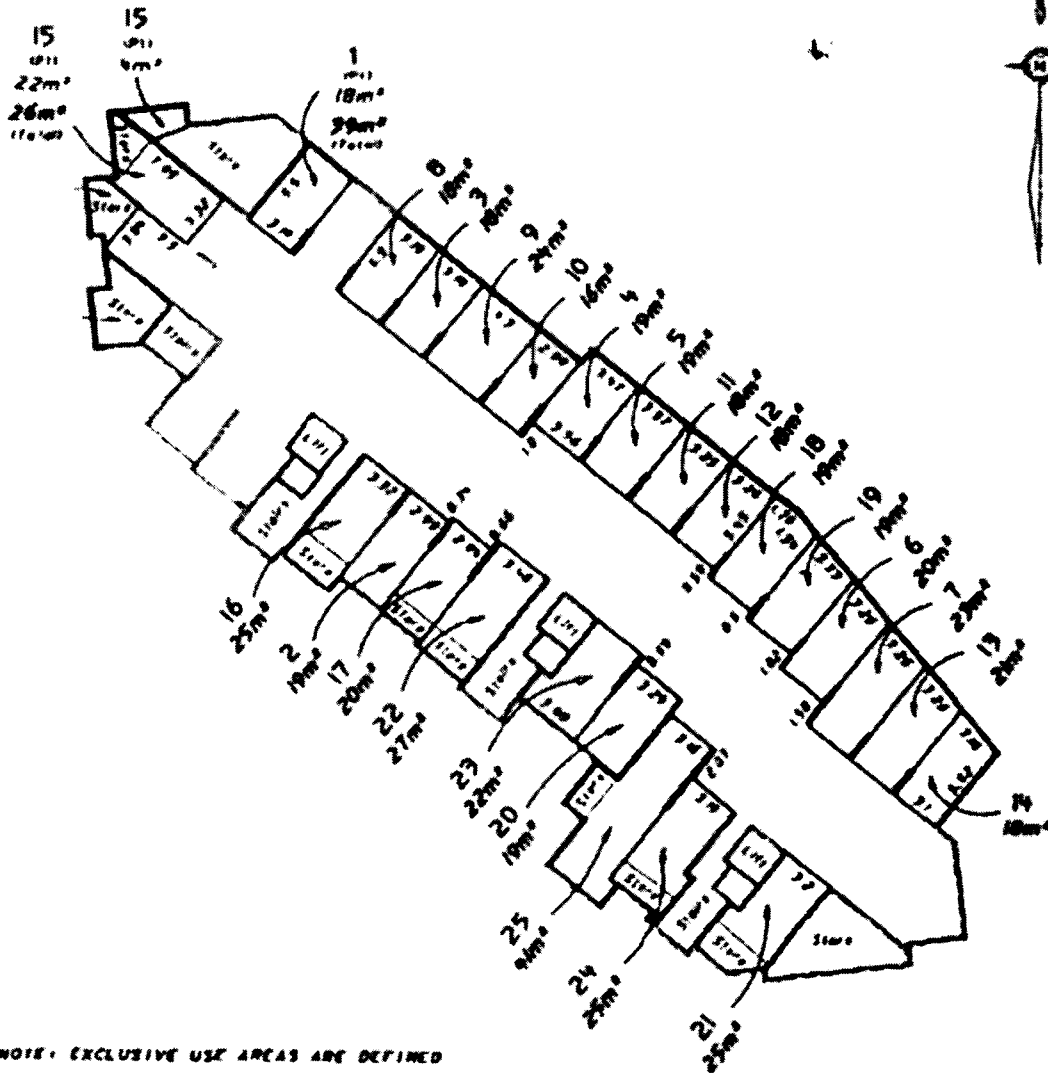
PLAN B

BUILDING CENTRE

<p>ASSOCIATES P.A. A.C.N. 00472</p> <p>JOHN CREAGAN & CO., Chartered Accountants P.O. Box 25, G.P.O. Sydney City NSW 2001</p>	<p>SUNB SIDE ON THE BEACH COMMUNITY TITLES SCHEME No.</p> <p>PLAN OF EXCLUSIVE USE OVER COMMON PROPERTY FOR LOTS 1-25 ON BOP.102010 PARTH OF MOOLOOLAH COUNTY OF CANNING</p>	<p>DTC +880.EUG 25/8/99</p>	 <p>JOHN CREAGAN & CO. CHARTERED ACCOUNTANTS P.O. BOX 25 SYDNEY NSW 2001</p> <p>RC4854</p>
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SURF SIDE ON THE BEACH COMMUNITY TITLES SCHEME No. 'B3'

PLAN FOR EXCLUSIVE USE AREAS OF COMMON PROPERTY ON LEVEL A



NOTE: EXCLUSIVE USE AREAS ARE DEFINED
BY THE FOLLOWING ELEMENTS:
INSIDE FACE OF BLOCK WALLS
CENTRELINE OF SUPPORT COLUMNS
PLAN DIMENSIONS.



**PLAN C
BUILDING SOUTH**

<p>THE JURY HEARD EVIDENCE AND I, TO WHOM THE JURY RETURNED VERDICT, OF THE FOLLOWING REPORT THAT THE OFFICIALS OF THE JURY ARE CORRECT.</p> <p><i>[Signature]</i> JOHN T. A. CJA JURY CLERK</p> <p>Date: 26. 8. 98</p>	<p>SURF SIDE ON THE BEACH COMMUNITY TITLES SCHEME No.</p> <p>PLAN OF EXCLUSIVE USE OVER COMMON PROPERTY FOR LOTS 1-25 ON SUP. 102884 AND PARCEL OF MOOLOOLAN LOT 100 COUNTY OF CAMBING</p>	<p>DTC 10/20/98 10/20/98 10/20/98</p>	<p>AMERICAN LAND 10/20/98 10/20/98 10/20/98</p> <p>RC4854</p>
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C/- SSKB
P O Box 8319, GCMC QLD 9726 Australia
Client Solutions Ph: (07) 5504 2000 Fax : (07) 5504 2001

11 August 2025

SURFSIDE ON THE BEACH CTS 27944
Registered for GST

ABN: 89 017 422 978

Tax Invoice

Riley Neaton
riley@search-x.com.au

Ref	FORM 33		
Re	Lot 4	SURFSIDE ON THE BEACH CTS 27944	
Fee	189.90	Paid	

Above Fee includes GST

Please find enclosed Body Corporate Information Certificate as requested pursuant to Section 205 of the Body Corporate and Community Management Act 1997. Could the parties attending to settlement ensure that all outstanding levies are adjusted at settlement and a cheque in payment forwarded to SSKB urgently together with the prescribed Form advising of the transfer details to ensure the owner's information is recorded in the body corporate records and they are not disadvantaged by loss of discount and/or interest charges.

To obtain an update on the C205 before settlement, please go to
<http://www.stratamax.com.au/cert> (Access ID: 27944 SSKBSC 701993).

A fee of \$26.10 inclusive of all fees applies for this service which is payable on-line via credit card. This Access ID will expire one month from the date of this letter.

The subject lot is in a body corporate which is bulk billed for electricity. Individual meters for each lot are read periodically and bills are sent by the relevant energy provider to either the owner or the tenant. Liability for unpaid electricity charges rests with the owner. For settlement, allowance should be made for any amount owing pursuant to a final reading either for an owner or tenant. The new owner will be responsible for any unpaid electricity charges. It is therefore recommended that a suitable sum be withheld at settlement. Please contact the relevant Energy Provider between the hours of 8.30 am and 4.30 pm weekdays for further information.

To expedite future requests please send your requests direct to SSKB, PO Box 8319 GCMC, Bundall, QLD 9726.

Yours faithfully,
SSKB

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 11/08/2025

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

SURFSIDE ON THE BEACH

CTS No. **27944**

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: **Campbell Kraft**

Phone: **07 5453 9550**

Company: **SSKB (Sunshine Coast) Pty Ltd**

Email: **sskb@sskb.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: **4**

Plan type and number: **102060**

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
24/02/95		REFER CMS	REFER CMS

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: **11.00**

Total contribution schedule lot entitlements for all lots: **807.00**

Interest schedule

Interest schedule lot entitlement for the lot: **11.00**

Total interest schedule lot entitlements for all lots: **807.00**

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 **4** for the current financial year: \$ **\$9,670.98**

Number of instalments: **3** (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
01/05/25	3,223.66	2,578.93	24/03/25
01/09/25	3,223.66	2,578.93	
01/01/26	3,223.66	2,578.93	
01/05/26	3,223.66	2,578.93	

Amount overdue **(\$2,549.64)**

Amount Unpaid including amounts billed not yet due **\$674.02**

Sinking fund contributions

Total amount of contributions (before any discount) for lot **4** for the current financial year: \$ **\$7,069.15**

Number of instalments: **3** (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
01/05/25	2,142.25	1,713.80	22/05/25
01/09/25	2,463.45	1,970.76	
01/01/26	2,463.45	1,970.76	
01/05/26	2,356.42	1,885.14	

Amount overdue **\$0.00**

Amount Unpaid including amounts billed not yet due **\$2,463.45**

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): %

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

Due date	Amount due	Amount due if discount applied	Paid
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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): %

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

Due date	Amount due	Amount due if discount applied	Paid
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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
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Summary of amounts due but not paid by the current owner

At the date of this certificate

Annual contributions	(\$2,549.64)
Special contributions	Nil
Other contributions	Nil
Other payments	Nil
Penalties	Nil
Total amount overdue (Total Amount Unpaid including not yet due \$3,137.47)	(\$2,549.64)

(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: 06/04/23

Current sinking fund balance (as at date of certificate): \$ 880,994.27

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
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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
2 x 36" round fibreglass table	Furniture & Fittings	11/09/95		0.00	0.00	1,130.00
8 Windsor chairs						
3 Hartman sunloungers						
Karcher Pressure Cleaner 720 MXS	Plant and Machinery	12/10/01	Kawana Hardware & Garden Supp Nicklin Way WARANA Q	0.00	0.00	1,029.00
Pressure Cleaner K520m s/n	Plant and Machinery	01/06/05	STRATVALE PTY LTD P O Box 230 BUDDINA Q 4575 (Suncoast Pressure Cleaners)	0.00	0.00	1,050.00
2 x tanks, intall tank, pump and irrigation works, electric	Plant and Machinery	26/05/08		0.00	0.00	50,918.20
Ins PoolHeat Pmp15/5	Plant and Machinery	29/05/15	HEAT PUMP SYSTEMS	13,000.00	0.00	13,000.00

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
Instl Camera Sys 9/6	Furniture & Fittings	14/06/17	U5/12 Newspaper Place MAROOCHYDORE QLD	13,490.40	0.00	13,490.40
			BOSS BUILDING			
			MAINTENANCE			
			*** SEE NOTES ***			
			P O Box 5895 MAROOCHYDORE BC QLD 4558			
Fan Remval&Rplc 27/7	Furniture & Fittings	03/09/20	MEGA ELECTRICS PTY LTD 34-38 Canberra Terrace CALOUNDRA QLD 4551	1,853.50	0.00	1,853.50
Spplly Table & Chair	Furniture & Fittings	04/06/24	DAYDREAM LEISURE FURNITURE Cnr Main Drive & Nicklin Way WARANA QLD 4575	1,069.00	0.00	1,069.00
Tables&chairs 28/9	Furniture & Fittings	16/10/24	DAYDREAM LEISURE FURNITURE Cnr Main Drive & Nicklin Way WARANA QLD 4575	1,774.00	0.00	1,774.00

Insurance

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

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

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

Body corporate insurance policies

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

TYPE/COMPANY	POLICY NO.	SUM INSURED	PREMIUM	DUE DATE	EXCESS
BUILDING STRATA COMMUNITY INSURANCE	POL11116862	48,000,000.00	60,264.90	30/04/26	2,500 All Claims + As per policy wordings 10,000 Storm/Rainwater + 25,000 Hotwater
PUBLIC LIABILITY STRATA COMMUNITY INSURANCE	POL11116862	20,000,000.00	Included	30/04/26	2,500 All Claims + As per policy wordings 10,000 Storm/Rainwater + 25,000 Hotwater
OFFICE BEARERS STRATA COMMUNITY INSURANCE	POL11116862	10,000,000.00	Included	30/04/26	2,500 All Claims + As per policy wordings 10,000 Storm/Rainwater + 25,000 Hotwater
COMMON CONTENTS STRATA COMMUNITY INSURANCE	POL11116862	480,000.00	Included	30/04/26	2,500 All Claims + As per policy wordings 10,000 Storm/Rainwater + 25,000 Hotwater
VOLUNTARY WORKERS STRATA COMMUNITY INSURANCE	POL11116862	Insured	Included	30/04/26	2,500 All Claims + As per policy wordings 10,000 Storm/Rainwater + 25,000 Hotwater
LOSS OF RENT STRATA COMMUNITY INSURANCE	POL11116862	7,200,000.00	Included	30/04/26	2,500 All Claims + As per policy wordings 10,000 Storm/Rainwater + 25,000 Hotwater

Body corporate insurance policies

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

TYPE/COMPANY	POLICY NO.	SUM INSURED	PREMIUM	DUE DATE	EXCESS
FIDELITY GUARANTEE STRATA COMMUNITY INSURANCE	POL11116862	100,000.00	Included	30/04/26	2,500 All Claims + As per policy wordings 10,000 Storm/Rainwater + 25,000 Hotwater
MACHINERY BREAKDOWN STRATA COMMUNITY INSURANCE	POL11116862	100,000.00	Included	30/04/26	2,500 All Claims + As per policy wordings 10,000 Storm/Rainwater + 25,000 Hotwater
BUILDING CATASTROPHE STRATA COMMUNITY INSURANCE	POL11116862	14,400,000.00	Included	30/04/26	2,500 All Claims + As per policy wordings 10,000 Storm/Rainwater + 25,000 Hotwater
STAMP DUTY/GST/OTHER STRATA COMMUNITY INSURANCE	POL11116862	0.00	25,434.70	30/04/26	2,500 All Claims + As per policy wordings 10,000 Storm/Rainwater + 25,000 Hotwater

Alternative insurance

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

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

No

Lot owner and occupier insurance

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

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

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

Contracts and authorisations

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

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

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

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

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

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

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

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

Yes - Name of caretaking service contractor engaged: Coastaccomm Pty Ltd atf Coolaccomm Trust

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

No

Embedded network electricity supply

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

Yes

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

Body corporate authority

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

Name/s SSKB (Sunshine Coast) Pty Ltd

Positions/s held Body Corporate Manager

Date 11/08/2025

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

CONTRACTS REGISTER

SURFSIDE ON THE BEACH CTS 27944

Caretaker							
Contractor Name and Address Coastaccomm Pty Ltd atf Coolaccomm Trust 1/143 Lowanna BUDDINA QLD 4575		Details of Duties As per agreement		Delegated Powers Management Agreements		Basis of Remuneration Monthly in Arrears - As per Agreement	
Commencement Date		01/05/01	Expiry Date	30/04/26	Copy of Agreement on File	Y	Termination Date
Term of Contract		10 years			Options	Five x 5 Years option	
Estimated Cost of Contract		0.00			Name of Financier		Bank of Queensland Limited 16/07/10
Est Renumeration of Contract		0.00			Date of Advice from Financier		
Workers Comp No					Date of Withdrawal of Financier		

Administration							
Contractor Name and Address SSKB (Sunshine Coast) Pty Ltd 1/66 Duporth Ave MAROOCHYDORE QLD 4558		Details of Duties Strata Management		Delegated Powers		Basis of Remuneration \$190 Sec Fee per lot per annum plus Disbursements \$72.50 per lot per annum plus GST payable quarterly in advance	
Commencement Date	30/07/25	Expiry Date	30/07/28	Copy of Agreement on File	Y	Termination Date	
Term of Contract	3 Years			Options			
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Maintenance							
Contractor Name and Address Boss Building Maintenance (Australia) Pty Ltd 120 Brisbane Road Mooloolaba Q 4557		Details of Duties Project Management of works by SCR Services P/L		Delegated Powers As per quotation dated 23/1/02 including Annexure 1		Basis of Remuneration 7% of cost of project	
Commencement Date	10/03/02	Expiry Date		Copy of Agreement on File	Y	Termination Date	
Term of Contract	100702			Options			
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Administration							
Contractor Name and Address Silver Asset Services PO Box 8319 GCMC QLD 9726		Details of Duties Utility Billing		Delegated Powers		Basis of Remuneration \$156.30 Per Lot Per Annum	
Commencement Date		01/07/22	Expiry Date	30/06/25	Copy of Agreement on File	Y	Termination Date
Term of Contract		3 Years			Options		
Estimated Cost of Contract		0.00			Name of Financier		
Est Renumeration of Contract		0.00			Date of Advice from Financier		
Workers Comp No					Date of Withdrawal of Financier		

Maintenance									
Contractor Name and Address BOSS PO Box 5895 Maroochydore 4558			Details of Duties Lift Maintenance & Service			Delegated Powers		Basis of Remuneration \$45,208 + GST Per Annum	
Commencement Date		26/07/16	Expiry Date	31/12/21	Copy of Agreement on File		Y	Termination Date	
Term of Contract		65 Months			Options				
Estimated Cost of Contract		0.00			Name of Financier				
Est Renumeration of Contract		0.00			Date of Advice from Financier				
Workers Comp No					Date of Withdrawal of Financier				

CONTRACTS REGISTER

SURFSIDE ON THE BEACH CTS 27944

Work Cover							
Contractor Name and Address Workcover QLD GPO BOX 2772 BRISBANE QLD 4001		Details of Duties		Delegated Powers		Basis of Remuneration •	
Commencement Date Term of Contract Estimated Cost of Contract Est Renumeration of Contract Workers Comp No		01/07/25 Expiry Date 30/06/26 Policy: WSA090311328 0.00 0.00		Copy of Agreement on File Options Name of Financier Date of Advice from Financier Date of Withdrawal of Financier		Termination Date	

Building/Letting							
Contractor Name and Address Coastacom Pty Ltd atf Coolacom Trust 1/143 Lowanna BUDDINA QLD 4575		Details of Duties As per Agreement		Delegated Powers Letting		Basis of Remuneration Monthly in Arrears - As per Agreement	
Commencement Date Term of Contract Estimated Cost of Contract Est Renumeration of Contract Workers Comp No		01/05/01 Expiry Date 30/04/26 10 Years 0.00 0.00		Copy of Agreement on File Y Options Five X 5 Years Options Name of Financier Date of Advice from Financier Date of Withdrawal of Financier		Termination Date Bank of Queensland Limited 16/07/10	

Administration							
Contractor Name and Address Metering Dynamics GPO Box 1461 Brisbane QLD 4001		Details of Duties		Delegated Powers		Basis of Remuneration 3.96 per NMI per day	
Commencement Date Term of Contract Estimated Cost of Contract Est Renumeration of Contract Workers Comp No		01/01/21 Expiry Date 01/01/25 48 Months		Copy of Agreement on File Y Options Name of Financier Date of Advice from Financier Date of Withdrawal of Financier		Termination Date	

Embedded Network							
Contractor Name and Address AGL Locked Bag 14120 MCMC Melbourne VIC 8001		Details of Duties Electricity Supply		Delegated Powers		Basis of Remuneration Refer Agreement	
Commencement Date Term of Contract Estimated Cost of Contract Est Renumeration of Contract Workers Comp No		01/01/25 Expiry Date 31/12/28 4 Years 0.00 0.00		Copy of Agreement on File Y Options Name of Financier Date of Advice from Financier Date of Withdrawal of Financier		Termination Date	

Utility							
Contractor Name and Address Metering Dynamics GPO Box 1461 Brisbane QLD 4001		Details of Duties Metering Service		Delegated Powers		Basis of Remuneration Refer Agreement	
Commencement Date Term of Contract Estimated Cost of Contract Est Renumeration of Contract Workers Comp No		01/01/25 Expiry Date 31/12/28 4 Years		Copy of Agreement on File Y Options Name of Financier Date of Advice from Financier Date of Withdrawal of Financier		Termination Date	

**SCHEDULE C
BY-LAWS**

1. DEFINITIONS

1.1 Dictionary

Act

means the *Body Corporate and Community Management Act 1997 (Qld)* and, where applicable, includes the Regulation Module identified in item 2 of this Community Management Statement.

Body Corporate

has the same meaning as in the Act.

Committee

means the Committee of the Body Corporate elected or otherwise appointed from time to time in accordance with the Act.

Common Property

has the same meaning as in the Act.

Invitee

any person on the Scheme Land with the permission of an Occupier.

Lot

has the same meaning as in the Act.

Occupier

an Owner of a Lot, a tenant of a Lot, a licensee of a Lot, or any resident in a Lot.

Owner

has the same meaning as in the Act.

Recreational Facilities

means facilities that are used for recreational purposes that are on the Common Property, including (without limitation) any swimming pool, barbecue that may be on the Common Property.

Scheme Land

has the same meaning as in the Act.

Security Access Device

means any key, fob, swipe or other device used to gain access to Scheme Land that is otherwise inaccessible.

Utility Infrastructure

has the same meaning as in the Act.

Utility Service

has the same meaning as in the Act.

Vehicle

includes but is not limited to all types of automobiles, motorcycles, scooters, trucks, bicycles, boats, trailers, caravans, camper vans, mobile homes, golf buggies, segways, skateboards, rollerblades, or any other equivalent means of transportation.

1.2 Rules for interpretation

In these by-laws unless the context indicates a contrary intention:

- (a) Words denoting any gender include all genders.
- (b) The singular number includes the plural and vice versa.
- (c) A person includes their executors, administrators, successors, substitutes (such as persons talking by novation) and assignors.
- (d) Words importing persons will include all bodies, associations, trusts, partnerships, instrumentalities and entities, incorporated or unincorporated, and vice versa.
- (e) Any obligation on the part of or for the benefit of two or more persons will be deemed to bind or benefit as the case may be, any two or more of them jointly and each of them severally.
- (f) References to any legislation includes any legislation which amends or replaces that legislation.
- (g) Headings are included for convenience only and will not affect the interpretation of these by-laws.
- (h) A reference to anything includes the whole or each part of it.
- (i) Where there is provision for an act to be done with the Committee's written approval or consent then the Committee, in considering whether to provide that written approval or consent, must not unreasonably withhold that written approval or consent.
- (j) In interpreting these by-laws, no rules of construction will apply to the disadvantage of a party because that party was responsible for the drafting of these by-laws or any part of them.

2. NOISE

- (a) An Occupier must not create noise likely to interfere unreasonably with the peaceful enjoyment of a person lawfully on another Lot or the Common Property.
- (b) Occupiers leaving or returning to Lots late at night or early in the morning must do so with minimal noise.
- (c) An Occupier must request Invitees leaving after 11pm to leave quietly.

3. OBSTRUCTION/NUISANCE

- (a) An Occupier must not obstruct lawful use of Common Property by any other person.
- (b) An Occupier must not cause a nuisance or act in such a way so as to interfere unreasonably with the peaceful enjoyment of a person lawfully on another Lot or using the Common Property.

- (c) An Occupier must not ride bicycles, skateboards, scooters or the like in the foyer of any building erected on the Scheme Land.

4. VEHICLES

- (a) An Occupier must not park any Vehicle upon Common Property except –
 - (i) with the Committee's written approval; or
 - (ii) where authorised by an exclusive use by-law.
- (b) An approval given under by-law 3(a)(i) must state the period for which it is given and any conditions upon which the approval is given. If any conditions are not met, the approval may be withdrawn by the Committee.
- (c) It will always be a condition of any approval that the Vehicle is parked at the Occupier's risk.

5. SMOKING AND VAPING

- (a) An Occupier must not smoke or inhale a smoking/tobacco (which includes a vape) product –
 - (i) anywhere on the Common Property;
 - (ii) in the Outdoor Area of a Lot or in the outdoor area of part of the Common Property attaching to a Lot by way of an exclusive use grant.
- (b) For the purposes of bylaw 5(a)(ii) "Outdoor Area" includes but is not limited to a:
 - (i) balcony;
 - (ii) courtyard;
 - (iii) patio;
 - (iv) rooftop area;
 - (v) veranda.

6. DEPOSITING RUBBISH AND WASTE MATERIAL ON COMMON PROPERTY

- (a) An Occupier must not and must not allow any contractor engaged by the Occupier to, deposit or throw upon the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of a person lawfully on another Lot or using the Common Property.
- (b) Subject to bylaw 6(c), an Occupier must not intentionally allow water, other liquids, or other substances to flow over a balcony onto other Lots and/or Common Property.
- (c) Bylaw 6(b) does not apply if an Occupier directly affected by water, other liquids, or other substances flowing over a balcony onto other Lots has provided their prior consent to such acts.

Example – An Occupier of a Lot immediately below another Lot may consent to the Occupier of the Lot above washing down their balcony.

7. GARBAGE DISPOSAL

An Occupier must:

- (a) Keep a receptacle for garbage in a clean and dry condition and adequately covered on the Lot, or on a part of the Common Property designated by the Committee for that purpose.
- (b) Only use that garbage receptacle for holding general household waste.
- (c) Make use of any recycling bins that may be provided by the Body Corporate to dispose of garbage including separating, where necessary, any recyclable garbage so that full use is made of such bins.
- (d) Comply with all local government laws about disposal of garbage.
- (e) Ensure that the health, hygiene and comfort of Occupiers of other Lots is not adversely affected by the disposal of garbage.
- (f) Transport their garbage from a Lot as and when required to the bins or receptacles provided by the Body Corporate.
- (g) Not leave garbage or any other item in the refuse room designated by the Body Corporate, other than in the bins or receptacles provided by the Body Corporate.

8. COMMON PROPERTY GARDENS

(a) An Occupier must not –

- (i) Damage any Common Property lawn, garden, tree, shrub, plant or flower.
- (ii) Use as a garden any portion of the Common Property, except with the Committee's written approval.
- (b) An approval given under by-law 8(a)(ii) must state any conditions on which the approval is given. If any conditions are not met, the approval may be withdrawn by the Committee.

9. DAMAGE TO COMMON PROPERTY

(a) An Occupier must not mark, paint, or drive nails or screws or the like into, or otherwise damage or deface a structure that forms part of the Common Property, except with the Committee's written approval.

(b) By-law 9(a) does not prevent an Occupier from installing –

- (i) Any lock or other safety device for the protection of a Lot against intruders provided that by doing so any relevant fire regulations are not offended/breached; or
- (ii) Any screen or other device to prevent entry of animals or insects to the Lot.

- (c) The locking, safety device, screen or other device must be constructed and installed in a professional and workmanlike manner and maintained in a state of good and serviceable repair by the Occupier. It must not detract from the visual amenity of the Scheme Land.

10. INTERNAL ALTERATIONS TO A LOT

- (a) Excluding in Kitchens and bathrooms with existing Hard Flooring, an Occupier must not replace existing floor coverings with Hard Flooring except with the Committee's written approval. "Hard Flooring" includes the following —
 - (i) Tiles;
 - (ii) Marble;
 - (iii) Timber;
 - (iv) Linoleum;
 - (v) Vinyl;
 - (vi) Floating floors; or
 - (vii) Any other type of hard flooring.
- (b) The purpose of by-law 10(a) is to ensure that an appropriate standard of sound proofing is maintained to prevent noise transmission between Lots that is likely to disturb the peaceful enjoyment of the use of those Lots.
- (c) The Committee in giving any approval under by-law 10(a) may require any or all of the following conditions (depending on the type of flooring) —
 - (i) A marked-up floor plan to clarify the extent and nature of the works.
 - (ii) Evidence that the proposed flooring will achieve an impact sound insulation rating of less than or equal to L₁NT,W 55 in accordance with iso 717-2 (such as a floor impact test of the proposed flooring).²
 - (iii) Evidence that the underlay is to be a high-quality acoustic underlay suitable for the type of flooring being installed and meets the standard required under by-law 10(c)(ii).
 - (iv) A minimum 5-millimetre clearance around the perimeter of the floor, which is to be sealed with a resilient sealing compound.
 - (v) The flooring system to be laid strictly in accordance with the supplier's recommended procedures.
 - (vi) The installer is experienced in the laying of acoustic/hard flooring systems.
 - (vii) Pads to be placed under moveable furniture, including chairs.

- (viii) Carpet runners, mats or rugs to be placed on heavily trafficked areas.
- (ix) Evidence that the Occupier of the Lot or Lots below and adjacent to, has been notified of the Occupier's intention to replace the flooring.
- (x) On completion, provide to the Committee a certificate from a member of the Australian Associates of Acoustic Consultants that the flooring complies with the conditions imposed by the Committee.
- (d) If an Occupier fails to comply with the conditions or any one or more of them imposed by the Committee, then the Occupier must, within a reasonable time, cause the removal of the flooring and/or have any necessary procedures or additional work undertaken in order for the flooring to comply with the conditions imposed.
- (e) An Occupier must not remove, alter or otherwise interfere with any internal walls or dividing walls except with the Committee's written approval. The purpose of this by-law is to ensure that the structural integrity of the building is maintained.
- (f) An Occupier must not change any Utility Infrastructure or Utility Service within a Lot, except with the Committee's written approval. The purpose of this by-law is to ensure that the Utility Infrastructure or Utility Service servicing other Lots and the Common Property is not affected in any manner.
- (g) An approval given under by-law 10(a), (e) or (f) may be given on such conditions as the Committee considers appropriate and reasonable in the circumstances to ensure that the works being undertaken by the Occupier are not likely to promote a breach of the Act or these by-laws.
- (h) Conditions imposed by the Committee under by-laws 10(a), (e) or (f) may include, but are not limited to —
 - (i) The works comply with the Building Code of Australia.
 - (ii) All local government and other approvals are obtained as required.
 - (iii) The works comply with all relevant fire regulations.
 - (iv) A timetable be provided with an estimated commencement and completion date of the works.
 - (v) All tradespersons engaged by the Occupier are appropriately qualified and insured.
 - (vi) Where Occupiers or tradespersons are carrying any equipment or materials in the lift, it must be padded with protective coverings.
 - (vii) Drop sheets are to be placed in the foyers of any level or lifts which will be traversed by the tradespersons and the foyers and lifts are to be kept clean and tidy at all times.

- (viii) Tradespersons are to be adequately supervised and the Occupier is responsible for ensuring that the tradespersons are conversant with these by-laws.
- (ix) Work is only to be carried out between the hours of 7:00am and 5:00pm, Monday to Friday, but not including public holidays. Unusually noisy work, such as jackhammering, drilling, grinding or other similar works are not to commence before 8:00am.
- (x) Despite by-law 10(h)(ix), work that is not noise, fume or dust invasive can be carried out at any time, including weekends.
- (xi) No materials or equipment are to be stored or left unattended on the Common Property without prior approval of the Committee (this including obtaining permission for a skip bin).
- (i) In relation to an application made under by-law 10(e) or (f), the Occupier must supply to the Committee –
 - (i) A description of the alteration and its nature,
 - (ii) Any relevant plans.
 - (iii) Where applicable, a report from a suitably qualified person certifying that the alteration meets all relevant standards.

11. ALTERATIONS TO EXTERNAL APPEARANCE OF LOT

- (a) Where an Occupier wishes to change the external appearance of a Lot, the Occupier may only do so with the Committee's written approval where it is a minor improvement (as defined in the Act) and the minor improvement does not detract from the amenity of the Lot and its surrounds. In all other cases, the approval must be given in writing by the Body Corporate.
- (b) A change to the external appearance of a Lot includes (without limitation) the erection of external blinds or awnings, the installation of external shutters, the erection of rooftop structures, the enclosure of a patio or balcony, the erection of aerials or satellite dishes and the installation of an air-conditioning unit.
- (c) An approval given under by-law 11(a) may be given on such conditions as the Committee considers appropriate and reasonable in the circumstances to ensure that the work being undertaken does not affect the structural integrity of the building, does not affect the visual amenity of the Scheme Land and is not likely to promote a breach of the Act or these by-laws.
- (d) In relation to an application made under by-law 11(a), the Occupier must supply to the Committee –
 - (i) A description of the nature of the alteration;
 - (ii) Any relevant plans; and
 - (iii) Where appropriate, a report from a suitably qualified person certifying that the alteration meets all relevant standards.

12. APPEARANCE OF LOT

- (a) Other than on a portable draying rack, an Occupier must not hang any washing, towel, bedding, clothing or other article on any part of their Lot in such a way as to be visible from another Lot, the Common Property or outside the Scheme Land. Occupier's must remove portable drying racks from the balcony following use.
- (b) An Occupier must not display any sign, advertisement, placard, banner, pamphlet or like matter on the Common Property or any part of their Lot in such a way as to be visible from another Lot, the Common Property or outside the Scheme Land, except with the Committee's written approval.
- (c) An Occupier must ensure that no curtains, venetian blinds, vertical blinds, shutters or window tinting visible from outside a Lot are permitted within a Lot unless they –
 - (i) have a white backing as seen from the outside of the building;
 - (ii) are the same colour and design as was originally installed.
- (d) An Occupier shall not install, renovate and/or replace a curtain backing or window tinting without having the colour and design approved by the Committee. In giving such approval, the Committee shall ensure, so far as practicable, that curtain backing and window tinting used in all Lots present a uniform appearance when viewed from the Common Property or any other Lot.

13. MAINTENANCE OF LOTS

- (a) An Occupier must ensure their Lot is not offensive in appearance to other Occupiers.
- (b) An Occupier must ensure their Lot is kept and maintained so as not to allow infestation by vermin or insects.

14. MOVING FURNITURE

When moving into or vacating a Lot an Occupier shall not move any furniture into or out of a lot without taking adequate measures to minimise damage to the Common Property and any other Lot.

15. STORAGE OF FLAMMABLE SUBSTANCES

- (a) An Occupier must not, without the Committee's written approval, store a flammable substance on the Common Property.
- (b) An Occupier must not, without the Committee's written approval, store a flammable substance on a Lot unless the substance is used or intended for use for domestic purposes.

- (c) However, this by-law does not apply to the storage of fuel in –
 - (i) the fuel tank of a Vehicle or internal combustion engine; or
 - (ii) a tank kept on a Vehicle in which the fuel is stored under the requirements of the law regulating the storage of flammable substances.

16. FIRE INSURANCE

An Occupier must not do, bring or keep on a Lot or the Common Property anything which increases the rate of fire insurance taken out by the Body Corporate, or which may conflict with any insurance policy taken out by the Body Corporate.

17. KEEPING ANIMALS

- (a) Subject to Section 181 of the Act, an Occupier of a Lot must not, without the Committee's written approval keep any animal in a Lot or on the Common Property.
- (b) An Occupier who wishes to keep an animal on Scheme Land must submit an application to the Committee. The application shall contain –
 - (i) All details about the animal, including its breed, sex, age and name;
 - (ii) A photograph of the animal; and
 - (iii) The written consent of the Owner where the applicant is not the Owner of the Lot.
- (c) Any approval given under by-law 16(a) may contain any one or more of the following conditions or any other condition the Committee may consider appropriate –
 - (i) The animal must not roam or be allowed to roam on Common Property or into another Lot.
 - (ii) When the animal traverses Common Property, which it may only do so for the purposes of being brought onto or taken off Scheme Land, or where the animal is being taken from one Lot to another, it must be appropriately restrained.
 - (iii) The animal may only be taken into a lift servicing the Scheme Land only if:
 - i. the lift is empty; or
 - ii. if the lift is not empty, the occupant's consent to the animal travelling in the lift.
 - (iv) Any animal litter or waste must be disposed of in such a way that it does not create noxious odours or otherwise contaminate the Scheme Land and, where any part of the Scheme Land is soiled, it must be immediately cleaned and disinfected by the controller of the animal at the time.

- (v) The animal must not cause a nuisance or interfere unreasonably with any person's use or enjoyment of another Lot or Common Property.
- (vi) Where required by the local government ordinances, the animal must be registered with the local government and where the animal is a dog or cat it must wear an identification tag, tattoo or microchip.
- (vii) The animal, where it is a dog or cat, must either be vaccinated in accordance with the standard recommended veterinary practice or if not vaccinated, the Occupier must provide the Committee with a veterinary certificate confirming the animal is not required to be vaccinated.
- (viii) The animal must be kept in good health and free from fleas and parasites.
- (ix) Upon request by the Committee, the Occupier must provide to the Committee a veterinary certificate confirming the animal is in good health.
- (d) The Body Corporate may rescind its approval at any time if it reasonably considers the Occupier has not complied with any conditions of approval and upon such rescission of approval the animal shall be removed from the Lot and the Scheme Land within 14 days of the rescission of approval.
- (e) Any approval under by-law 16(a) shall only operate until the death of the animal, at which time any new animal will require a new application.

18. BEHAVIOUR OF INVITEES

Occupiers must take all reasonable steps to ensure that their Invitees abide by the by-laws and do not behave in a manner likely to interfere with the peaceful enjoyment of a person lawfully on another Lot or the Common Property.

19. RECREATIONAL FACILITIES

- (a) The Recreational Facilities_(save for the swimming pool) shall not be used between the hours of 10.00pm and 6.00am.

The swimming pool shall not be used between the hours of 8.30pm and 7.30am, or such other hours as may be nominated by the Committee from time to time.
- (b) Children below the age of 12 years must be accompanied by an adult Occupier exercising effective control over them.
- (c) Invitees must be accompanied by the Occupier at all times unless they are visiting or staying at an Occupier's Lot.
- (d) Occupiers and their Invitees shall exercise caution at all times and not behave in a loud, unruly or offensive manner that is likely to interfere with the use and enjoyment of the Recreational Facilities by other persons.
- (e) All equipment must be used only according to manufacturer's specifications and recommendations.

- (f) The barbeque must be cleaned and degreased after use.
- (g) An Occupier or their Invitee must not operate adjust or interfere with the operation of any equipment associated with the swimming pool or add any chemical or other substance to the swimming pool.
- (h) Glassware, chinaware and other breakable items are not to be taken into the Recreational Facilities.
- (i) Animals are not to be taken into the Recreational Facilities.

20. USE OF LOTS

- (a) Each Lot must be used for residential purposes (including using part of the Lot as a home office where that use does not offend the local authority planning Scheme) only and not for any unlawful purpose.
- (b) An Occupier must not conduct a serviced apartment or let the Lot on a short-term basis contrary to any local government, town planning or building certification.
- (c) Despite by-law 20(a), Lot 1 in BUP 102060, where a Lot is owned by an entity appointed by the Body Corporate as a caretaker service contractor, or by a person or persons associated with that entity, that lot may be used for residential purposes and for purposes associated with their caretaking agreement and/or letting agreement.

21. AUCTIONS AND GARAGE SALES

An Occupier must not conduct an auction or garage sale on a Lot or on the Common Property, except with the Committee's written approval.

22. UTILITY INFRASTRUCTURE AND UTILITY SERVICE

- (a) An Occupier must not interfere with the Utility Infrastructure or any Utility Services.
- (b) All Utility Infrastructure and Utility Services must only be used for the purpose for which it was constructed and no rubbish or other unsuitable substance shall be deposited in it.
- (c) An Occupier shall be responsible for the cost of any damage to Utility Infrastructure or Utility Services caused by the misuse or negligence by that Occupier or its Invitee.

23. COMMUNICATIONS

- (a) An Occupier must communicate with other Occupiers, the Committee, individual Committee members and Body Corporate Managers in a reasonable, courteous, respectful and non-abusive manner and at all times in a way that does not defame, bully, harass or cause a nuisance to another Occupier, the Committee, an individual Committee member, or the Body Corporate Manager.

(b) The Committee may impose conditions on the nature and volume of communications, including but not limited to –

- (i) The method of delivery for verbal or written communications.
- (ii) The frequency of communications.
- (iii) The volume of communications.

(c) Communications include, but are not limited to –

- (i) verbal, either in person or by telephone or other electronic means;
- (ii) written communications;
- (iii) electronically transmitted written communications; and
- (iv) social media.

24. RESTRICTED ACCESS AREA

Any areas of the Common Property used for:

- (a) electrical substations, switch rooms, or control panels;
- (b) fire service control panels;
- (c) telephone exchanges; and
- (d) other services to the Lots and Common Property (or either of them).

may be kept locked by the Committee (or its appointed representative) unless otherwise required by law. Persons other than duly appointed service contractors may not enter or open such locked areas without the prior consent of the Committee.

25. SECURITY ACCESS DEVICE

(a) If the Body Corporate operates a Security Access Device, an Occupier must not:

- (i) Interfere or tamper with the security system or a Security Access Device.
- (ii) Alter the security system or a Security Access Device.
- (iii) Duplicate a Security Access Device.
- (iv) Damage the security system, or a Security Access Device.
- (v) Allow a Security Access Device to be handled by a person other than an Occupier or bona fide visitor.

(b) An Occupier must take reasonable steps to ensure the return of any Security Access Device to the Body Corporate upon ceasing to be an Occupier.

- (c) An Occupier must take reasonable precautions to ensure any Security Access Device is not lost or disposed of, other than by returning it to the Body Corporate.
- (d) An Occupier must notify the Body Corporate as soon as practicable if a Security Access Device is lost or damaged.
- (e) Any cost regarding the replacement or supply of an additional Security Access Device shall be borne by the Occupier.

26. COMMON PROPERTY ELECTRICITY

Occupiers shall not, without the prior consent of the Committee, utilise any Common Property general purpose outlet, including (without limitation) for purposes associated with the charging of electric Vehicles.

27. EXCLUSIVE USE – ROOF GARDEN AREAS

27.1 The Owner for the time being of lots 15, 16, 17, 22, 23, 24 and 25 in Building Units Plan 102060 shall be entitled to the exclusive use and enjoyment for himself and his licensees for a Roof Garden Facility of that part of the Common Property which has the same number which corresponds with lots 15, 16, 17, 22, 23, 24 and 25 in the plans annexed hereto and marked "A1 & A2" with the Owner being responsible at his own cost to keep same in a neat and tidy condition and otherwise being responsible for the performance of the duty of the Body Corporate under Section 37(1) of the Building Units and Group Titles Act 1980-1988 and in particular being responsible for the maintenance in a good state of repair and serviceability of the surface of the roof slab, the pergola and the surfaces of all structures on and in the roof garden area.

The grant of exclusive use and enjoyment is made subject to the said Owner allowing the Body Corporate and its Committee and its properly appointed servants or agents, at all reasonable times, access to the area and if necessary through the lot to the area for any purpose including inspection and maintenance and in particular, inspection, maintenance, and repair of the lift machinery (not being the responsibility of the Owner).

27.2 The Owner for the time being of lots 15, 16, 17, 22, 23, 24 and 25 in the Building Units Plan 102619 shall be entitled to the exclusive use and enjoyment for himself and his licensees for a Roof Garden Facility of that part of the Common Property which has the same number which corresponds with lots 15, 16, 17, 22, 23, 24 and 25 in the plans annexed hereto and marked "A3 & A4" with the Owner being responsible at his own cost to keep same in a neat and tidy condition and otherwise being responsible for the performance of the duty of the Body Corporate under Section 37(1) of the Building Units and Group Titles Act 1980-1988 and in particular being responsible for the maintenance in a good state of repair and serviceability of the surface of the roof slab, the pergola and the surfaces of all structures on and in the roof garden area.

The grant of exclusive use and enjoyment is made subject to the said Owner allowing the Body Corporate and its Committee and its properly appointed servants or agents, at all reasonable times, access to the area and if necessary through the lot to the area for any purpose including inspection and maintenance and in particular, inspection,

maintenance, and repair of the lift machinery (not being the responsibility of the Owner).

27.3

The Owner for the time being of lots 15, 16, 17, 22, 23, 24 and 25 in the Building Units Plan 102984 shall be entitled to the exclusive use and enjoyment for himself and his licensees for a Roof Garden Facility of that part of the Common Property which has the same number which corresponds with lots 15, 16, 17, 22, 23, 24 and 25 in the plans annexed hereto and marked "A5 & A6" with the Owner being responsible at his own cost to keep same in a neat and tidy condition and otherwise being responsible for the performance of the duty of the Body Corporate under Section 37(1) of the Building Units and Group Titles Act 1980-1988 and in particular being responsible for the maintenance in a good state of repair and serviceability of the surface of the roof slab, the pergola and the surfaces of all structures on and in the roof garden area.

The grant of exclusive use and enjoyment is made subject to the said Owner allowing the Body Corporate and its Committee and its properly appointed servants or agents, at all reasonable times, access to the area and if necessary through the lot to the area for any purpose including inspection and maintenance and in particular, inspection, maintenance, and repair of the lift machinery (not being the responsibility of the Owner).

28.

EXCLUSIVE USE – CAR SPACES

28.1

The Owner for the time being of lots 1 to 25 inclusive in Building Units Plan 102060 shall be entitled to the exclusive use and enjoyment for himself and his licensees for a Car Parking Facility of that part of the Common Property which has the same number which corresponds with lots 1 to 25 inclusive in the plan annexed hereto marked "B1" with the Owner being responsible at his cost to keep the area in a neat and tidy condition and free of litter and otherwise being responsible for the performance of the duty of the Body Corporate under Section 37(1) of the Building Units and Group Titles Act 1980-1988.

The grant of exclusive use and enjoyment is made subject to the Owner allowing the Body Corporate and its Committee and its properly appointed servants or agents, at all reasonable times, access to the area for any proper purpose including inspection and maintenance.

The Committee of the Body Corporate is hereby authorised to vary the allocation so made and to transpose car spaces from one lot to another at any time on the written request of the Owners of the lots involved.

28.2

The Owner for the time being of lots 1 to 25 inclusive in Building Units Plan 102619 shall be entitled to the exclusive use and enjoyment for himself and his licensees for a Car Parking Facility of that part of the Common Property which has the same number which corresponds with lots 1 to 25 inclusive in the plan annexed hereto marked "B2" with the Owner being responsible at his cost to keep the area in a neat and tidy condition and free of litter and otherwise being responsible for the performance of the duty of the Body Corporate under Section 37(1) of the Building Units and Group Titles Act 1980-1988.

The grant of exclusive use and enjoyment is made subject to the Owner allowing the Body Corporate and its Committee and its properly appointed servants or agents, at all reasonable times, access to the area for any proper purpose including inspection and maintenance.

The Committee of the Body Corporate is hereby authorised to vary the allocation so made and to transpose car spaces from one lot to another at any time on the written

request of the Owners of the lots involved.

28.3

The Owner for the time being of lots 1 to 25 inclusive in Building Units Plan 102984 shall be entitled to the exclusive use and enjoyment for himself and his licensees for a Car Parking Facility of that part of the Common Property which has the same number which corresponds with lots 1 to 25 inclusive in the plan annexed hereto marked "B3" with the Owner being responsible at his cost to keep the area in a neat and tidy condition and free of litter and otherwise being responsible for the performance of the duty of the Body Corporate under Section 37(1) of the Building Units and Group Titles Act 1980-1988.

The grant of exclusive use and enjoyment is made subject to the Owner allowing the Body Corporate and its Committee and its properly appointed servants or agents, at all reasonable times, access to the area for any proper purpose including inspection and maintenance.

The Committee of the Body Corporate is hereby authorised to vary the allocation so made and to transpose car spaces from one lot to another at any time on the written request of the Owners of the lots involved.

29. EXCLUSIVE USE – STORAGE SPACES

29.1

The Owner for the time being of lots 1, 15, 16, 17, 21, 22, 23, 24 and 25 in Building Units Plan 102060 shall be entitled to the exclusive use and enjoyment for himself and his licensees for a Storage Facility of that part of the Common Property which has the same number which corresponds with lots 1, 15, 16, 17, 21, 22, 23, 24 and 25 in the plan annexed hereto marked "B1".

The Owners shall ensure that any storage area shall be clean and dry, shall not create a hazard to any other Owners or Occupiers and shall be kept in a neat and tidy condition and, the Owner, shall otherwise be responsible for the performance of the duty of the Body Corporate under Section 37(1) of the Building Units and Group Titles Act 1980-1988 in respect of the storage area.

The grant of exclusive use and enjoyment is made subject to the Owner allowing the Body Corporate and its Committee and its properly appointed servants or agents, at all reasonable times, access to the area for any proper purpose including inspection and maintenance.

29.2

The Owner for the time being of lots 1, 2, 15, 16, 17, 21, 22, 23, 24 and 25 in Building Units Plan 102619 shall be entitled to the exclusive use and enjoyment for himself and his licensees for a Storage Facility of that part of the Common Property which has the same number which corresponds with lots 1, 2, 15, 16, 17, 21, 22, 23, 24 and 25 in the plan annexed hereto marked "B2".

The Owners shall ensure that any storage area shall be clean and dry, shall not create a hazard to any other Owners or Occupiers and shall be kept in a neat and tidy condition and, the Owner, shall otherwise be responsible for the performance of the duty of the Body Corporate under Section 37(1) of the Building Units and Group Titles Act 1980-1988 in respect of the storage area.

The grant of exclusive use and enjoyment is made subject to the Owner allowing the Body Corporate and its Committee and its properly appointed servants or agents, at

all reasonable times, access to the area for any proper purpose including inspection and maintenance.

29.3

The Owner for the time being of lots 15, 16, 17, 21, 22, 23, 24 and 25 in Building Units Plan 102984 shall be entitled to the exclusive use and enjoyment for himself and his licensees for a Storage Facility of that part of the Common Property which has the same number which corresponds with lots 15, 16, 17, 21, 22, 23, 24 and 25 in the plan annexed hereto marked "B3".

The Owners shall ensure that any storage area shall be clean and dry, shall not create a hazard to any other Owners or Occupiers and shall be kept in a neat and tidy condition and, the Owner, shall otherwise be responsible for the performance of the duty of the Body Corporate under Section 37(1) of the Building Units and Group Titles Act 1980-1988 in respect of the storage area.

The grant of exclusive use and enjoyment is made subject to the Owner allowing the Body Corporate and its Committee and its properly appointed servants or agents, at all reasonable times, access to the area for any proper purpose including inspection and maintenance.

30. EXCLUSIVE USE – MANAGER'S OFFICE

30.1

The Owner of the lot in Building Units Plan 102060 from which the Manager may discharge the duties specified in the Resident Manager's Agreement and conduct the business permitted under the Letting Agreement shall be entitled to the exclusive use to that part of the Common Property shown on the plan annexed hereto marked "Manager's Office" and any equipment installed therein for the provision of management and letting services within the building and within any other building as may be agreed upon between the Manager and the Body Corporate and for the provision of other services as set out in the Resident Manager's Agreement and the Letting Agreement for so long as the proprietor of the Manager's Lot or his nominee shall be the Manager or alternatively the Body Corporate may lease the Manager's Office to the proprietor for the time being of the Manager's Lot whilst the Resident Manager's Agreement and the Letting Agreement are valid and current. (This by-law shall have no effect if the Office forms part of the title to the lot).

**SCHEDULE D
OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED**

Not Applicable

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

Lot on Plan	Exclusive Use Area	Purpose of Use	By-Law
Lot 15 on BUP 102060	Area 15 on level E on sketch plan A1	Roof garden	By-law 27.(1)
Lot 16 on BUP 102060	Area 16 on level E on sketch plan A1	Roof garden	By-law 27.(1)
Lot 17 on BUP 102060	Area 17 on level E on sketch plan A1	Roof garden	By-law 27.(1)
Lot 22 on BUP 102060	Area 22 on level F on sketch plan A2	Roof garden	By-law 27.(1)
Lot 23 on BUP 102060	Area 23 on level F on sketch plan A2	Roof garden	By-law 27.(1)
Lot 24 on BUP 102060	Area 24 on level F on sketch plan A2	Roof garden	By-law 27.(1)
Lot 25 on BUP 102060	Area 25 on level F on sketch plan A2	Roof garden	By-law 27.(1)
Lot 15 on BUP 102619	Area 15 on level E on sketch plan A3	Roof garden	By-law 27.(2)
Lot 16 on BUP 102619	Area 16 on level E on sketch plan A3	Roof garden	By-law 27.(2)
Lot 17 on BUP 102619	Area 17 on level E on sketch plan A3	Roof garden	By-law 27.(2)
Lot 22 on BUP 102619	Area 22 on level F on sketch plan A4	Roof garden	By-law 27.(2)
Lot 23 on BUP 102619	Area 23 on level F on sketch plan A4	Roof garden	By-law 27.(2)
Lot 24 on BUP 102619	Area 24 on level F on sketch plan A4	Roof garden	By-law 27.(2)
Lot 25 on BUP 102619	Area 25 on level F on sketch plan A4	Roof garden	By-law 27.(2)
Lot 15 on BUP 102984	Area 15 on level E on sketch plan A5	Roof garden	By-law 27.(3)
Lot 16 on BUP 102984	Area 16 on level E on sketch plan A5	Roof garden	By-law 27.(3)
Lot 17 on BUP 102984	Area 17 on level E on sketch plan A5	Roof garden	By-law 27.(3)
Lot 23 on BUP 102984	Area 23 on level F on sketch plan A6	Roof garden	By-law 27.(3)
Lot 24 on BUP 102984	Area 24 on level F on sketch plan A6	Roof garden	By-law 27.(3)
Lot 25 on BUP 102984	Area 25 on level F on sketch plan A6	Roof garden	By-law 27.(3)
Lot 1 on BUP 102060	Area 1 on level A on sketch plan B1	Car spaces	By-law 28.(1)
Lot 2 on BUP 102060	Area 2 on level A on sketch plan B1	Car spaces	By-law 28.(1)
Lot 3 on BUP 102060	Area 3 on level A on sketch plan B1	Car spaces	By-law 28.(1)
Lot 4 on BUP 102060	Area 4 on level A on sketch plan B1	Car spaces	By-law 28.(1)
Lot 5 on BUP 102060	Area 5 on level A on sketch plan B1	Car spaces	By-law 28.(1)
Lot 6 on BUP 102060	Area 6 on level A on sketch plan B1	Car spaces	By-law 28.(1)
Lot 7 on BUP 102060	Area 7 on level A on sketch plan B1	Car spaces	By-law 28.(1)
Lot 8 on BUP 102060	Area 8 on level A on sketch plan B1	Car spaces	By-law 28.(1)
Lot 9 on BUP 102060	Area 9 on level A on sketch plan B1	Car spaces	By-law 28.(1)
Lot 10 on BUP 102060	Area 10 on level A on sketch plan B1	Car spaces	By-law 28.(1)
Lot 11 on BUP 102060	Area 11 on level A on sketch plan B1	Car spaces	By-law 28.(1)
Lot 12 on BUP 102060	Area 12 on level A on sketch plan B1	Car spaces	By-law 28.(1)
Lot 13 on BUP 102060	Area 13 on level A on sketch plan B1	Car spaces	By-law 28.(1)
Lot 14 on BUP 102060	Area 14 on level A on sketch plan B1	Car spaces	By-law 28.(1)
Lot 15 on BUP 102060	Area 15 on level A on sketch plan B1	Car spaces	By-law 28.(1)
Lot 16 on BUP 102060	Area 16 on level A on sketch plan B1	Car spaces	By-law 28.(1)
Lot 17 on BUP 102060	Area 17 on level A on sketch plan B1	Car spaces	By-law 28.(1)
Lot 18 on BUP 102060	Area 18 on level A on sketch plan B1	Car spaces	By-law 28.(1)
Lot 19 on BUP 102060	Area 19 on level A on sketch plan B1	Car spaces	By-law 28.(1)
Lot 20 on BUP 102060	Area 20 on level A on sketch plan B1	Car spaces	By-law 28.(1)
Lot 21 on BUP 102060	Area 21 on level A on sketch plan B1	Car spaces	By-law 28.(1)
Lot 22 on BUP 102060	Area 22 on level A on sketch plan B1	Car spaces	By-law 28.(1)
Lot 23 on BUP 102060	Area 23 on level A on sketch plan B1	Car spaces	By-law 28.(1)

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Lot 16 on BUP 102060	Area 16 on level A on sketch plan B1	Storage space	By-law 29.(1)
Lot 17 on BUP 102060	Area 17 on level A on sketch plan B1	Storage space	By-law 29.(1)
Lot 21 on BUP 102060	Area 21 on level A on sketch plan B1	Storage space	By-law 29.(1)
Lot 22 on BUP 102060	Area 22 on level A on sketch plan B1	Storage space	By-law 29.(1)
Lot 23 on BUP 102060	Area 23 on level A on sketch plan B1	Storage space	By-law 29.(1)
Lot 24 on BUP 102060	Area 25 on level A on sketch plan B1	Storage space	By-law 29.(1)
Lot 25 on BUP 102060	Area 25 on level A on sketch plan B1	Storage space	By-law 29.(1)
Lot 1 on BUP 102619	Area 1 on level A on sketch plan B2	Storage space	By-law 29.(2)
Lot 2 on BUP 102619	Area 2 on level A on sketch plan B2	Storage space	By-law 29.(2)
Lot 15 on BUP 102619	Area 15 on level A on sketch plan B2	Storage space	By-law 29.(2)
Lot 16 on BUP 102619	Area 16 on level A on sketch plan B2	Storage space	By-law 29.(2)
Lot 17 on BUP 102619	Area 17 on level A on sketch plan B2	Storage space	By-law 29.(2)
Lot 21 on BUP 102619	Area 21 on level A on sketch plan B2	Storage space	By-law 29.(2)
Lot 22 on BUP 102619	Area 22 on level A on sketch plan B2	Storage space	By-law 29.(2)
Lot 24 on BUP 102619	Area 24 on level A on sketch plan B2	Storage space	By-law 29.(2)
Lot 25 on BUP 102619	Area 25 on level A on sketch plan B2	Storage space	By-law 29.(2)
Lot 15 on BUP 102984	Area 15 on level A on sketch plan B3	Storage space	By-law 29.(3)
Lot 16 on BUP 102984	Area 16 on level A on sketch plan B3	Storage space	By-law 29.(3)
Lot 17 on BUP 102984	Area 17 on level A on sketch plan B3	Storage space	By-law 29.(3)
Lot 21 on BUP 102984	Area 21 on level A on sketch plan B3	Storage space	By-law 29.(3)
Lot 22 on BUP 102984	Area 22 on level A on sketch plan B3	Storage space	By-law 29.(3)
Lot 24 on BUP 102984	Area 24 on level A on sketch plan B3	Storage space	By-law 29.(3)
Lot 25 on BUP 102984	Area 25 on level A on sketch plan B3	Storage space	By-law 29.(3)
Lot 1 on BUP 102060	Area 1 on level B on sketch plan marked "Manager's Office"	Manager's office	By-law 30.1

SURFSIDE ON THE BEACH CTS 27944

145 Lowanna Drive Buddina Qld 4575

BALANCE SHEET

AS AT 11 AUGUST 2025

	ACTUAL 11/08/2025	ACTUAL 30/04/2025
<u>OWNERS FUND</u>		
Administrative Fund	(137,646.52)	(13,704.90)
Sinking Fund	880,994.27	820,502.17
<u>TOTAL</u>	<u>\$ 743,347.75</u>	<u>\$ 806,797.27</u>

THESE FUNDS ARE REPRESENTED BY

CURRENT ASSETS

Cash At Bank	132,989.19	276,217.05
Mbl Term Deposit	168,420.21	168,420.21
Mbl Term Deposit 2	166,858.37	166,858.37
Mbl Term Deposit 3	267,833.01	264,828.84
Mbl Term Deposit 4	101,121.92	100,000.00
Contributions Billed Not Due	417,227.07	393,662.67
Prepayments Contributions	958.48	3,850.04
Contributions In Arrears	5,365.91	0.00
Other Arrears	279.15	35.00
Prepaid Expenses	0.00	96,254.65
Interest Receivable	0.00	5,170.60
Secondary Debtors	6,833.75	0.00
Recovery Costs	(65.00)	0.00

UTILITIES ACCOUNTS

Utilities Bank Account	12,406.10	12,406.10
Utilities Current Debtors	(44,105.52)	(44,105.52)
Utilities Final Debtors	(10,640.87)	(10,640.87)
Utilities Not Yet Billed	0.00	20,414.32
Utilities Security Deposits	(900.00)	(900.00)

TOTAL ASSETS

1,224,581.77 1,452,471.46

LIABILITIES

Gst Clearing A/C	20,865.36	(10,077.53)
P A Y G Clearing A/C	0.00	7.37
Creditors	10,035.90	16,943.30
Provision For Income Tax	0.00	2,568.00
Next Year Discounts	0.00	(64,547.75)
Contributions Billed Not Due	379,297.33	357,875.15

C/- SSKB
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SURFSIDE ON THE BEACH CTS 27944

145 Lowanna Drive Buddina Qld 4575

BALANCE SHEET

AS AT 11 AUGUST 2025

	ACTUAL 11/08/2025	ACTUAL 30/04/2025
Prepayments Contributions	871.12	3,499.83
Contributions In Advance	70,164.31	329,438.69
Accrued Expenses	0.00	9,967.13
<u>TOTAL LIABILITIES</u>	481,234.02	645,674.19
 <u>NET ASSETS</u>	 <u>\$ 743,347.75</u>	 <u>\$ 806,797.27</u>

SURFSIDE ON THE BEACH CTS 27944

145 Lowanna Drive Buddina Qld 4575

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 MAY 2025 TO 11 AUGUST 2025

	ACTUAL	BUDGET	ACTUAL
	01/05/25-11/08/25	01/05/25-30/04/26	01/05/24-30/04/25
<u>ADMINISTRATIVE FUND</u>			
<u>INCOME</u>			
Contributions - Admin Fund	214,999.47	645,000.00	644,998.42
Discount - Admin Fund	(46,409.96)	(129,000.00)	(124,908.27)
Interest On Overdue Levies	431.72	0.00	(649.96)
<u>TOTAL ADMIN. FUND INCOME</u>	169,021.23	516,000.00	519,440.19
<u>EXPENDITURE - ADMIN. FUND</u>			
Audit Fees	(177.00)	2,500.00	2,487.00
Bank Charges - No Gst	10.85	70.00	67.78
Bank Charges	0.00	100.00	0.00
Tax Agents Fee	0.00	400.00	400.00
Bas/las Lodgement Fees	300.00	1,200.00	1,200.00
Administration - Base Fee	6,863.58	14,250.00	13,240.77
Fees & Permits No Gst	37.50	75.00	75.00
Fire Brigade Line	3,236.97	5,000.00	5,008.77
Fire - False Alarms	0.00	3,000.00	0.00
Fire Equipment	49,608.51	10,000.00	12,305.34
Incidentals	211.80	1,200.00	1,008.65
Insurance/Other	72,484.90	72,484.90	108,338.51
Insurance Stamp Duty	5,966.21	5,966.21	10,582.64
Work Cover	173.16	180.00	173.16
Work Cover - Stamp Duty	9.52	10.00	9.52
Insurance Claims/Reimbursement	0.00	0.00	(8,139.30)
Legal Expenses	(6,212.50)	5,000.00	7,756.65
Lift Registration No Gst	1,867.88	2,600.00	2,490.51
Onsite Management	40,724.25	165,000.00	158,679.36
Pest Control	3,091.82	3,500.00	0.00
Communication & Disbursements	2,494.12	5,437.50	4,551.52
Communication/Disb'ments-F F S	7,861.25	5,000.00	5,455.08
Lift Maintenance Contract	26,897.48	66,000.00	60,968.57
R & M Building	15,081.08	10,000.00	17,481.50
R & M Electrical	6,928.75	5,000.00	7,008.88
R & M Gardens & Grounds	2,131.00	15,000.00	17,136.50
R & M Plumbing	560.00	8,000.00	13,634.50
R & M Pool	923.92	6,500.00	5,950.19
Pool Chemicals	1,164.02	10,500.00	9,682.48

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SURFSIDE ON THE BEACH CTS 27944

145 Lowanna Drive Buddina Qld 4575

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 MAY 2025 TO 11 AUGUST 2025

	ACTUAL	BUDGET	ACTUAL
	01/05/25-11/08/25	01/05/25-30/04/26	01/05/24-30/04/25
Administration - F F S	6,459.62	7,500.00	9,878.51
Security	1,040.11	5,000.00	4,689.86
Sundry Expenses	0.00	500.00	272.95
Consultants	1,800.00	8,000.00	13,542.50
Stratamax Licencing Fee	581.20	1,450.00	1,345.06
Work Place H & S Report	0.00	1,500.00	1,409.09
Prior Year Adjustment	600.00	0.00	(840.37)
Levy Recovery Cost Write-Off	35.00	0.00	35.00
UTILITIES ACCOUNTS			
Bank Interest Received	0.00	(30.00)	(26.52)
Bank Charges - No Gst	0.00	60.00	49.20
Bank Merchant Fees	0.00	300.00	120.93
Billing Admin Fees	4,770.46	14,660.00	13,851.54
Billing Admin Recoveries	2,599.36	(14,660.00)	(11,994.92)
Billing Sundry Fees	0.00	500.00	612.73
Billing Sundry Recoveries	0.00	(500.00)	(612.73)
Electricity Bulk Bills	15,023.07	72,000.00	69,708.93
Electricity Rebate (Scheme)	0.00	0.00	(97,500.00)
Electricity Recoveries	17,814.96	(58,600.00)	(55,730.80)
Electricity Rebate (Owners)	0.00	0.00	97,500.00
TOTAL ADMIN. EXPENDITURE	292,962.85	461,653.61	503,864.54
SURPLUS / DEFICIT	\$ (123,941.62)	\$ 54,346.39	\$ 15,575.65
Opening Admin Balance	(13,704.90)	(13,704.90)	(29,280.55)
ADMINISTRATIVE FUND BALANCE	\$ (137,646.52)	\$ 40,641.49	\$ (13,704.90)

SURFSIDE ON THE BEACH CTS 27944

145 Lowanna Drive Buddina Qld 4575

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 MAY 2025 TO 11 AUGUST 2025

	ACTUAL	BUDGET	ACTUAL
	01/05/25-11/08/25	01/05/25-30/04/26	01/05/24-30/04/25
<u>SINKING FUND</u>			
<u>INCOME</u>			
Contributions - Sinking Fund	142,875.68	471,467.95	428,605.04
Discount - Sinking Fund	(30,764.91)	(94,293.59)	(83,007.20)
Interest Received	4,238.31	10,000.00	26,977.99
Interest Accrual	(5,170.60)	0.00	870.58
<u>TOTAL SINKING FUND INCOME</u>	111,178.48	387,174.36	373,446.41
<u>EXPENDITURE - SINKING FUND</u>			
Airconditioning/Ventilation	0.00	20,000.00	0.00
Waterproofing	0.00	0.00	26,908.00
Building Improvement	0.00	20,000.00	2,566.75
Door/Window Repairs	0.00	45,000.00	1,945.00
Electrical	8,750.00	10,000.00	27,264.18
Fencing/Gates/Handrails	0.00	10,000.00	0.00
Fire Door & Frame Replacement	0.00	12,000.00	45,463.75
Building Repairs	42,822.20	290,000.00	10,409.40
Floor Coverings/Pavers/Tiles	0.00	5,000.00	0.00
Gardens & Grounds	0.00	10,000.00	11,000.00
Grounds Improvement	0.00	25,000.00	19,671.82
Lift Improvement	0.00	6,000.00	0.00
Building Washdown/Painting	0.00	200,000.00	0.00
Plumbing	0.00	0.00	4,989.39
Pool	504.55	15,000.00	7,918.18
Pool Furn./Bbq Tables/Umbrella	0.00	15,000.00	0.00
Pool Pergolas	0.00	30,000.00	0.00
Lighting Upgrades	0.00	25,000.00	0.00
Roof Repairs	0.00	25,000.00	0.00
Balcony Balustrades	0.00	5,000.00	0.00
Fire Indication Panel/Detectio	0.00	0.00	126,887.00
Income Tax	(2,568.00)	3,000.00	3,766.20
Instalment Tax	1,177.63	3,000.00	3,836.37
Audit And Projects	0.00	10,000.00	0.00
Driveway/Footpaths/Tiling	0.00	10,000.00	0.00
Prior Year Adjustment	0.00	3,000.00	3,089.50
<u>TOTAL SINK. FUND EXPENDITURE</u>	50,686.38	797,000.00	295,715.54

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SURFSIDE ON THE BEACH CTS 27944

145 Lowanna Drive Buddina Qld 4575

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 MAY 2025 TO 11 AUGUST 2025

	ACTUAL	BUDGET	ACTUAL
	01/05/25-11/08/25	01/05/25-30/04/26	01/05/24-30/04/25
<u>SURPLUS / DEFICIT</u>	\$ 60,492.10	\$ (409,825.64)	\$ 77,730.87
Opening Sinking Fund Balance	820,502.17	820,502.17	742,771.30
<u>SINKING FUND BALANCE</u>	\$ 880,994.27	\$ 410,676.53	\$ 820,502.17

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SURFSIDE ON THE BEACH CTS 27944

145 Lowanna Drive
Buddina Qld
4575

INSURANCE DETAILS

11 August 2025

<u>Type</u>	<u>Insurer</u>	<u>Policy No</u>	<u>Sum Insured</u>	<u>Due Date</u>
BUILDING	Strata Community Insurance	POL11116862	48,000,000	30/04/26
PUBLIC LIABILITY	Strata Community Insurance	POL11116862	20,000,000	30/04/26
OFFICE BEARERS	Strata Community Insurance	POL11116862	10,000,000	30/04/26
COMMON CONTENTS	Strata Community Insurance	POL11116862	480,000	30/04/26
VOLUNTARY WORKERS	Strata Community Insurance	POL11116862	Insured	30/04/26
LOSS OF RENT	Strata Community Insurance	POL11116862	7,200,000	30/04/26
FIDELITY GUARANTEE	Strata Community Insurance	POL11116862	100,000	30/04/26
MACHINERY BREAKDOWN	Strata Community Insurance	POL11116862	100,000	30/04/26
BUILDING CATASTROPHE	Strata Community Insurance	POL11116862	14,400,000	30/04/26
STAMP DUTY/GST/OTHER	Strata Community Insurance	POL11116862	0.00	30/04/26

Body Corporate for
SURFSIDE ON THE BEACH CTS 27944

145 Lowanna Drive Buddina Qld 4575
Tel: 07 5504 2000 Fax: 07 5504 2001 Email sskb@sskb.com.au

TAX INVOICE
ABN 89 017 422 978

CONTRIBUTIONS NOTICE & other charges

Notice Date 24 July 2025
Lot Number 4 Unit Number NTH 4
Account Number 29
Contribution Entitlements 11
Interest Entitlements 11

Amount Payable \$2,000.05
Payment Due 01/09/25

PLEASE ENSURE THAT YOUR DIRECT DEBIT AUTHORITY COVERS AMOUNT DUE

CURRENT CONTRIBUTIONS							
Account	Period	Due Date	Amount	Discount	If Received by	Net Amount	
Admin Fund	01/09/25 to 31/12/25	01/09/2025	\$3,223.66	\$644.73	01/09/2025	\$2,578.93	
Sinking Fund	01/09/25 to 31/12/25	01/09/2025	\$2,463.45	\$492.69	01/09/2025	\$1,970.76	
Prepayments & Discounts			(\$2,549.64)	\$0.00		(\$2,549.64)	

(Contributions include GST)

GST component on gross of \$5,687.11 is \$517.01 GST on net of \$4,549.69 is \$413.61

AMOUNT PAYABLE: \$3,137.47 (less \$1,137.42 if paid by discount date = \$2,000.05)

NOTES

PLEASE NOTE: Your payment must be received by the Body Corporate by the **DUE DATE**.
Please allow for bank processing time to ensure you receive the discount if applicable.
Please also note that merchant fees may apply to any credit card payments as per the deposit slip.



SSKB SUNSHINE COAST



DEFT Reference Number:
306117136 1000 0000 297



Billers Code: 96503
Ref: 306117136 1000 0000 297

Lot 4/ Unit NTH 4
Surfside On The Beach

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BODY CORPORATE FOR SURFSIDE ON THE BEACH CTS 27944



*496 306117136 10000000297

NET AMOUNT DUE
DUE DATE 01/09/25

\$2,000.05

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Lot Improvements

Account No	Name	Details
02100002	STUART-SHARPE J E	<p>Committee Minutes 19/11/21 -</p> <p>RESOLVED THAT the following approvals granted by the Committee outside of a meeting be ratified:</p> <ul style="list-style-type: none">• to Lot C2 for the installation of air-conditioning units in accordance with the conditions set out in correspondence between the Committee and the lot owner. <p>Committee Meeting 170225 - approval of the application from Lot C2 to replace existing air conditioner in main bedroom and add another air conditioner to spare room with the balcony above the driveway.</p>
02100003	COOK S	<p>VOC Minutes 20/05/25 - 22. Ratification of Lot Improvement - Air Conditioning</p> <p>Received From Lot No. C3 Date Received 17/02/25</p> <p>RESOLVED THAT the Committee ratified the approval of this application subject to the following conditions:</p> <ul style="list-style-type: none">• The combined current draw of the units must not exceed 15 amperes.• As per Council requirement, an external unit cannot be installed less than one metre from an open balustrade.• The use of plastic, marine grade 316 stainless steel or powder-coated aluminium brackets, and marine grade 316 stainless steel screws, bolts and washers are required. Owners will be personally responsible for removal of rust stains from external walls, and for rectification of any damages from this rust removal.• No dust should be allowed to pass from installation by utilising a vacuum whilst drilling. No articles are to fall to the ground. The workplace should be left clean.• The units on the east and western sides should be installed in a uniform location in the various.• columns of the buildings to provide a positive ascetic look.• The duct work should be colour coded to the building or painted to suit the building.• The colour of the external unit should be of a uniform colour not contrasting with the building colour and should be white or close in colour.• Electrical works should be installed within ducting, with no running of lines on the external facade unless specifically approved.• Any contractor engaged by the Owner for this installation is to be appropriately licensed and have their own public liability insurance.• The air conditioner must not exceed local government guidelines relating to noise output.

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Lot Improvements

Account No	Name	Details
02100007	ANDREWS S J & C J	<ul style="list-style-type: none"> • That any damage to Common Property (for now and in the future) relating to the Air-Conditioner be rectified at the cost of the relevant Owner; and • All future insurance, repairs and maintenance of the air conditioner, are at the Owner's expense. <p>Budget Committee Meeting - 27.06.22</p> <p>Air Conditioning - From Lot 7 Centre</p> <p>RESOLVED THAT resolution made outside of a meeting to resolve the issue be ratified,</p>
02100009	KERR M	<p>Committee Meeting 29 Sept 2018 - The Committee noted that the owners of Lots Centre 9, 11, 19 and 22 and North 11 and 22 have had external shutters installed by Balcony Shutters of 1/135 Grigor Street, West Moffat Beach in accordance with the conditions set by the Committee at its Meeting of 21 October 2017 in accordance with the authority vested in it by owners at the Annual General Meeting held on 27 July 2017.</p> <p>Committee Meeting 231020 - RESOLVED THAT the applications to install air conditioners and balcony fans in C9 and N22 be approved</p>
02100011	Scott Desmond Cornish	<p>Confirmation Email 10.11.20 from Caretakers - shutters on the main balcony including shutter stacker (extra shutters and stacker to be installed)</p> <p>Committee Meeting 29 Sept 2018 - The Committee noted that the owners of Lots Centre 9, 11, 19 and 22 and North 11 and 22 have had external shutters installed by Balcony Shutters of 1/135 Grigor Street, West Moffat Beach in accordance with the conditions set by the Committee at its Meeting of 21 October 2017 in accordance with the authority vested in it by owners at the Annual General Meeting held on 27 July 2017.</p>
02100013	FAINT R & S	<p>Confirmation Email 10.11.20 from Caretakers - shutters on the main balcony</p> <p>Committee Meeting 170225 - approval of the application from Lot C13 to replace carpet in 3 x bedrooms with vinyl planks</p> <p>VOC Minutes 20/05/25 - . Ratification of Lot Improvement - Air Conditioning</p> <p>Received From Lot No. C13 Date Received 27/02/25</p> <p>RESOLVED THAT the Committee ratified the approval of this application subject to the following conditions:</p> <ul style="list-style-type: none"> • The combined current draw of the units must not exceed 15 amperes.

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Lot Improvements

Account No	Name	Details
		<ul style="list-style-type: none"> • As per Council requirement, an external unit cannot be installed less than one metre from an open balustrade. • The use of plastic, marine grade 316 stainless steel or powder-coated aluminium brackets, and marine grade 316 stainless steel screws, bolts and washers are required. Owners will be personally responsible for removal of rust stains from external walls, and for rectification of any damages from this rust removal. • No dust should be allowed to pass from installation by utilising a vacuum whilst drilling. No articles are to fall to the ground. The workplace should be left clean. • The units on the east and western sides should be installed in a uniform location in the various. • columns of the buildings to provide a positive ascetic look. • The duct work should be colour coded to the building or painted to suit the building. • The colour of the external unit should be of a uniform colour not contrasting with the building colour and should be white or close in colour. • Electrical works should be installed within ducting, with no running of lines on the external facade unless specifically approved. • Any contractor engaged by the Owner for this installation is to be appropriately licensed and have their own public liability insurance. • The air conditioner must not exceed local government guidelines relating to noise output. • That any damage to Common Property (for now and in the future) relating to the Air-Conditioner be rectified at the cost of the relevant Owner; and • All future insurance, repairs and maintenance of the air conditioner, are at the Owner's expense.
02100014	BOYLE S & A	<p>Budget Meeting Minutes 17/06/24</p> <p>RATIFICATION OF LOT IMPROVEMENT - Request Replace Air Conditioning Waste Pipe</p> <p>Received from Lot No. C14 Date received 9 May 2024.</p> <p>RESOLVED THAT the Committee approve the Lot Improvement for Lot No. C14 subject to the following conditions:</p> <ul style="list-style-type: none"> • That the colour is to match the wall on which the pipe connects and the use of non-ferrous attachment fittings, i.e. plastic, aluminium, marine grade 316 stainless steel or a combination of these; • That the Lot Improvement is installed by a qualified tradesperson/company; • That the relevant licenses and insurance details for said

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Lot Improvements

Account No	Name	Details
		<p>tradesperson/company is provided to the Body Corporate;</p> <ul style="list-style-type: none">• That Council or other Local Authority approvals and any relevant certificates demonstrating adherence to any applicable building codes are provided to the Body Corporate;• That written notification is provided to the Body Corporate that the Body Corporate Insurer approve of the proposed improvement (concerns with fire separation) and that it doesn't affect the policy in any way;• That the termite reticulation will remain intact and unaffected by the said Lot Improvement;• That the Lot Improvement is to match the colour on the wall on which the pipe connects;• That the Lot Improvement uses non-ferrous attachment fittings (i.e. plastic, aluminium, marine grade 316 stainless steel or a combination of these);• Building rubbish/debris etc. will be taken away and NOT placed in bins.• That all costs in relation to the proposed improvement be borne by the said Lot Owner;• That all future repairs and maintenance with respect to the proposed improvements be borne by the Lot Owner;• That the Body Corporate shall not be responsible for any initial, subsequent or associated costs in relation to the improvement; and• That the Lot Owner will be responsible for any subsequent damage to common property or another Lot Owner's property caused by said improvement.
		<p>VOC Minutes 22/03/24 RATIFICATION OF LOT IMPROVEMENT - AIR CONDITIONING Received From Lot No. C14 RESOLVED THAT the Committee ratified the approval of this application subject to the following conditions:</p> <ul style="list-style-type: none">• The combined current draw of the units must not exceed 15 amperes.• As per Council requirement, an external unit cannot be installed less than one metre from an open balustrade.• The use of plastic, marine grade 316 stainless steel or powder-coated aluminium brackets, and marine grade 316 stainless steel screws, bolts and washers are required. Owners will be personally responsible for removal of rust stains from external walls, and for rectification of any damages from this rust removal.• No dust should be allowed to pass from installation by utilising

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Lot Improvements

Account No	Name	Details
		<p>a vacuum whilst drilling. No articles are to fall to the ground. The workplace should be left clean.</p> <ul style="list-style-type: none"> • The units on the east and western sides should be installed in a uniform location in the various. • columns of the buildings to provide a positive ascetic look. • The duct work should be colour coded to the building or painted to suit the building. • The colour of the external unit should be of a uniform colour not contrasting with the building colour and should be white or close in colour. • Electrical works should be installed within ducting, with no running of lines on the external facade unless specifically approved. • Any contractor engaged by the Owner for this installation is to be appropriately licensed and have their own public liability insurance. • The air conditioner must not exceed local government guidelines relating to noise output. • That any damage to Common Property (for now and in the future) relating to the Air-Conditioner be rectified at the cost of the relevant Owner; and • All future insurance, repairs and maintenance of the air conditioner, are at the Owner's expense.
02100016	GRIFFITHS N C & V J	<p>Committee Meeting 26.5.18 - RESOLVED THAT the Application from the owners of Lot Centre 14 to add two additional split system air-conditioners to their Lot be approved, noting that the combined ampage of the new configuration will be within the maximum limit of 15 amps</p> <p>Committee Meeting 170218 - Item 4.2 Foxtel aerial affixed to common property approved.</p>
02100017	STORRIER J & D	<p>Confirmation Email 10.11.20 from Caretakers - shutters on the main balcony</p> <p>VOC Minutes 22/03/24</p> <p>LOT IMPROVEMENT - LOCK BOX</p> <p>Received From Lot No. C17</p> <p>MOTION LOST THAT the Committee approve Lot C17 to place a lock box on the building.</p>
		<p>VOC Minutes 22/03/24</p> <p>RATIFICATION OF LOT IMPROVEMENT - AIR CONDITIONING</p> <p>Received From Lot No. C17</p>

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Lot Improvements

Account No	Name	Details
		<p>RESOLVED THAT the Committee ratified the approval of this application subject to the following conditions:</p> <ul style="list-style-type: none"> • The combined current draw of the units must not exceed 15 amperes. • As per Council requirement, an external unit cannot be installed less than one metre from an open balustrade. • The use of plastic, marine grade 316 stainless steel or powder-coated aluminium brackets, and marine grade 316 stainless steel screws, bolts and washers are required. Owners will be personally responsible for removal of rust stains from external walls, and for rectification of any damages from this rust removal. • No dust should be allowed to pass from installation by utilising a vacuum whilst drilling. No articles are to fall to the ground. The workplace should be left clean. • The units on the east and western sides should be installed in a uniform location in the various. • columns of the buildings to provide a positive ascetic look. • The duct work should be colour coded to the building or painted to suit the building. • The colour of the external unit should be of a uniform colour not contrasting with the building colour and should be white or close in colour. • Electrical works should be installed within ducting, with no running of lines on the external facade unless specifically approved. • Any contractor engaged by the Owner for this installation is to be appropriately licensed and have their own public liability insurance. • The air conditioner must not exceed local government guidelines relating to noise output. • That any damage to Common Property (for now and in the future) relating to the Air-Conditioner be rectified at the cost of the relevant Owner; and • All future insurance, repairs and maintenance of the air conditioner, are at the Owner's expense. <p>Committee Meeting 211024 - 5.3 Lock Box Installation From Julie and David Storrier of Lot C17 Motion No.1</p> <p>RESOLVED THAT the Committee approve the installation of a lock box in the designated area subject to Body Corporate By-Laws and standard conditions are followed.</p>
02100018	BOOTH C F & S E	Confirmation Email 10.11.20 from Caretakers - shutters on the main balcony
02100019	LORENZ J	Committee Meeting 29 Sept 2018 - The Committee noted that

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Lot Improvements

Account No	Name	Details
		the owners of Lots Centre 9, 11, 19 and 22 and North 11 and 22 have had external shutters installed by Balcony Shutters of 1/135 Grigor Street, West Moffat Beach in accordance with the conditions set by the Committee at its Meeting of 21 October 2017 in accordance with the authority vested in it by owners at the Annual General Meeting held on 27 July 2017.
02100022	WHITE LILY PTY LTD ATF	<p>Confirmation Email 10.11.20 from Caretakers - shutters on the main balcony</p> <p>17.2.18 Committee Meeting -Roof-top -Installation of Adjustable Shutters -From C Tucker of 22 C</p> <p>RESOLVED THAT the application from the owners of Lot 22 Centre to have installed 4 adjustable aluminium shutters (2 in front and 2 at back) , in a pearl white colour to match the balcony shutters, in between the existing posts on the east and west side of their Exclusive Use roof-top area, using a 50 X 50 post across the bottom to avoid the need for penetration of the waterproof membrane, subject to:</p> <ul style="list-style-type: none">• all costs being borne by Lot owners, including the provision of liability insurance to cover any damage to persons or property caused by the shutters and housing;• a qualified engineer's confirmation that the shutters are ' wind rated to 180 kph';• the Lot owners being responsible for the proper maintenance of the shutters and housing; and• the Lot owners would be responsible for any damage caused to Body Corporate infrastructure during the installation of the shutters. <p>Committee Meeting 9.2.19</p> <p>The Committee noted that the improvements to the Exclusive Use roof-top are of Lot Centre 22 have been completed satisfactorily.</p> <p>RESOLVED THAT the lot Improvements Register should be amended to include reference to the installation of a sink waste pipe into the existing down-pipe.</p> <p>Committee Meeting 15.11.19</p> <p>4.4 Air-conditioner -From B & C Tucker of Lot C22</p> <p>RESOLVED THAT approval be granted for the 2 Mitsubishi 2.5kw and 1 Panasonic air-conditioning units that have now been installed in Lot Centre 22 in compliance with the Guidelines that the Body Corporate has had in place since 2003.</p>

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Lot Improvements

Account No	Name	Details
02100023	F & N & C Bonifant	Confirmation Email 10.11.20 from Caretakers - shutters on the main balcony
		Confirmation Email 10.11.20 from Caretakers - shutters on the main balcony
		Committee Meeting - 15.11.19 Air-conditioner -From N Bonifant of Lot C23 RESOLVED THAT approval be granted for the installation of air-conditioning units in Lot Centre 23 in compliance with the Policy that the Body Corporate has had in place since 2003.
		Committee Meeting 27.06.22 Shutters -From Lot 23 Centre RESOLVED THAT approval be granted to the owner of Lot 23 Centre to install shutters on the rooftop subject to the following conditions: <ul style="list-style-type: none"> • The shutters are to be installed in accordance with plans and specifications submitted by the Owner • The shutters are to be of a satisfactory standard, erected in a satisfactory manner and be in keeping with the general appearance and colour scheme of the building • If required, local Council, Engineering and Cyclone rating standards and other relevant statutory requirements shall be obtained by the relevant Owner • The relevant certifiers sign off are submitted for the Body Corporate record • If necessary, any additional insurance that may be required shall be effected by the relevant Owner. • The improvement be added to the register to lot improvements • All initial, future maintenance, replacement or associated costs shall be borne by the relevant Owner for the time being. • The Body Corporate shall not be responsible for any costs whatsoever relating to the shutters and any damage to common property (particularly the waterproof membrane) caused by the installation of the shutters be remedied by the relevant Lot Owner.
02100024	O'DWYER J	Air conditioner 3rd bedroom 1 X 2KW Mitsubishi Heavy Industries Split A/C unit - 24/07/2024
02100025	DAVISSEN N J & J M	Committee Minutes 19.11.21 RESOLVED THAT approval be granted to the owner of lot C25 to install shutters on the rooftop subject to the following

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Lot Improvements

Account No	Name	Details
		<p>conditions:</p> <ul style="list-style-type: none"> • the shutters are to be installed out in accordance with plans and specifications submitted by the Owner • the shutters are to be of a satisfactory standard, erected in a satisfactory manner and be in keeping with the general appearance and colour scheme of the building. • if required, local Council, Engineering and Cyclone rating standards and other relevant statutory requirements shall be obtained by the relevant Owner. • The relevant certifiers sign off are submitted for the body corporate record • if necessary, any additional insurance that may be required shall be effected by the relevant Owner. • all initial, future maintenance, replacement or associated costs shall be borne by the relevant Owner for the time being. • the Body Corporate shall not be responsible for any costs whatsoever relating to the shutters and any damage to common property (particularly the waterproof membrane) caused by the installation of the shutters be remedied by the relevant lot owner. <p>RESOLVED THAT the following approvals granted by the Committee outside of a meeting be ratified:</p> <ul style="list-style-type: none"> • to Lot C25 for the installation of air-conditioning units in accordance with the conditions set out in correspondence between the Committee and the lot owner. <p>Confirmation Email 10.11.20 from Caretakers - shutters on the main balcony</p> <p>Committee Meeting 19.2.21 - RESOLVED THAT the application from Centre 25 to install a Suncool Insulated Patio with Aluminium Pergola on the roof top area granted as exclusive use to the relevant lot has been granted subject to the conditions listed in the minutes</p>
02100029	GEARING M	<p>VOC Minutes 22/03/24</p> <p>RATIFICATION OF CONTAINERS FOR CHANGE</p> <p>Received From Lot No. N4</p> <p>RESOLVED THAT the Committee ratified the approval to place Change bins in each of the three bin areas in the garages and places a bag at each lot to allow occupiers to collect items and take down to the bins.</p>
02100031	HUGHES A	<p>VOC Minutes 22/03/24</p> <p>RATIFICATION OF LOT IMPROVEMENT -NON-STRUCTURAL</p>

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Lot Improvements

Account No	Name	Details
		<p>RENOVATIONS</p> <p>Received From Lot No. N6</p> <p>RESOLVED THAT the Committee ratified the approval of this application subject to the following conditions:</p> <ul style="list-style-type: none">• That the Lot Improvement is installed by a qualified tradesperson/company• That the relevant licenses and insurance details for said tradesperson/company is provided to the Body Corporate• That Council or other Local Authority approvals and any relevant certificates demonstrating adherence to any applicable building codes are provided to the Body Corporate• That written notification is provided to the Body Corporate that the Body Corporate Insurer approve of the proposed improvement (concerns with fire separation) and that it doesn't affect the policy in any way• Building rubbish/debris etc. will be taken away and not placed in Surfside On The Beach bins• That all costs in relation to the proposed improvement be borne by the said Lot Owner• That all future repairs and maintenance with respect to the proposed improvements be borne by the Lot Owner• That the Body Corporate shall not be responsible for any initial, subsequent or associated costs in relation to the improvement• That the Lot Owner will be responsible for any subsequent damage to common property or another Lot Owner's property caused by said improvement• Trade working hours are from 8am to 4pm Monday to Friday• Notices are to be sent to adjoining neighbours• A notice of 72 hours is to be sent if services to the building are to be turned off at any time• Under no circumstances can ANY structural changes be made with this approval
		<p>VOC Minutes 22/03/24</p> <p>28 Ratification of Lot Improvement - Air Conditioning</p> <p>Received From Lot No. N6</p> <p>RESOLVED THAT the Committee ratified the approval of this application subject to the following conditions:</p> <ul style="list-style-type: none">• The combined current draw of the units must not exceed 15 amperes.• As per Council requirement, an external unit cannot be installed less than one metre from an open balustrade.• The use of plastic, marine grade 316 stainless steel or powder-coated aluminium brackets, and marine grade 316 stainless steel screws, bolts and washers are required. Owners

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Lot Improvements

Account No	Name	Details
		<p>will be personally responsible for removal of rust stains from external walls, and for rectification of any damages from this rust removal.</p> <ul style="list-style-type: none"> • No dust should be allowed to pass from installation by utilising a vacuum whilst drilling. No articles are to fall to the ground. The workplace should be left clean. • The units on the east and western sides should be installed in a uniform location in the various. • columns of the buildings to provide a positive ascetic look. • The duct work should be colour coded to the building or painted to suit the building. • The colour of the external unit should be of a uniform colour not contrasting with the building colour and should be white or close in colour. • Electrical works should be installed within ducting, with no running of lines on the external facade unless specifically approved. • Any contractor engaged by the Owner for this installation is to be appropriately licensed and have their own public liability insurance. • The air conditioner must not exceed local government guidelines relating to noise output. • That any damage to Common Property (for now and in the future) relating to the Air-Conditioner be rectified at the cost of the relevant Owner; and • All future insurance, repairs and maintenance of the air conditioner, are at the Owner's expense.
02100035	Sharon & Angela Collins	Committee Meeting 170225 - approval of the application from Lot N10 to replace existing air conditioner
02100036	PECETTA B & V	<p>Committee Meeting 29 Sept 2018 - The Committee noted that the owners of Lots Centre 9, 11, 19 and 22 and North 11 and 22 have had external shutters installed by Balcony Shutters of 1/135 Grigor Street, West Moffat Beach in accordance with the conditions set by the Committee at its Meeting of 21 October 2017 in accordance with the authority vested in it by owners at the Annual General Meeting held on 27 July 2017.</p> <p>Confirmation Email 10.11.20 from Caretakers - shutters on main balcony</p>
02100037	PHILP N & R	<p>Committee Meeting 11.03.22</p> <p>Storage Cupboards from Lot 12 North</p> <p>RESOLVED THAT the application from Lot 12 North to keep a portable storage cage in the car space be approved subject to the following:</p> <ul style="list-style-type: none"> • That the storage cage is as per the application;

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Lot Improvements

Account No	Name	Details
02100042	O'SULLIVAN-HOPSICK J	<ul style="list-style-type: none">• Any car parking in the space must be able to park behind the line;• The storage cage must be placed and kept in order that it does not cause obstruction or blockage to the drain, and;• That approval is granted noting that the garage is a wet area and any items stored must be kept off the ground and that the Body Corporate accepts no liability to items stored there. VOC Minutes 22/03/24 RATIFICATION OF LOT IMPROVEMENT -AIR CONDITIONING Received From Lot No. N17 RESOLVED THAT the Committee ratified the approval of this application subject to the following conditions: <ul style="list-style-type: none">• The combined current draw of the units must not exceed 15 amperes.• As per Council requirement, an external unit cannot be installed less than one metre from an open balustrade.• The use of plastic, marine grade 316 stainless steel or powder-coated aluminium brackets, and marine grade 316 stainless steel screws, bolts and washers are required. Owners will be personally responsible for removal of rust stains from external walls, and for rectification of any damages from this rust removal.• No dust should be allowed to pass from installation by utilising a vacuum whilst drilling. No articles are to fall to the ground. The workplace should be left clean.• The units on the east and western sides should be installed in a uniform location in the various.• columns of the buildings to provide a positive ascetic look.• The duct work should be colour coded to the building or painted to suit the building.• The colour of the external unit should be of a uniform colour not contrasting with the building colour and should be white or close in colour.• Electrical works should be installed within ducting, with no running of lines on the external facade unless specifically approved.• Any contractor engaged by the Owner for this installation is to be appropriately licensed and have their own public liability insurance.• The air conditioner must not exceed local government guidelines relating to noise output.• That any damage to Common Property (for now and in the future) relating to the Air-Conditioner be rectified at the cost of the relevant Owner; and

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Lot Improvements

Account No	Name	Details
02100044	DIETZGEN R G	<ul style="list-style-type: none"> • All future insurance, repairs and maintenance of the air conditioner, are at the Owner's expense. <p>VOC Minutes 22/03/24</p> <p>RATIFICATION OF LOT IMPROVEMENT -AIR CONDITIONING</p> <p>Received From Lot No. N19</p> <p>RESOLVED THAT the Committee ratified the approval of this application subject to the following conditions:</p> <ul style="list-style-type: none"> • The combined current draw of the units must not exceed 15 amperes. • As per Council requirement, an external unit cannot be installed less than one metre from an open balustrade. • The use of plastic, marine grade 316 stainless steel or powder-coated aluminium brackets, and marine grade 316 stainless steel screws, bolts and washers are required. Owners will be personally responsible for removal of rust stains from external walls, and for rectification of any damages from this rust removal. • No dust should be allowed to pass from installation by utilising a vacuum whilst drilling. No articles are to fall to the ground. The workplace should be left clean. • The units on the east and western sides should be installed in a uniform location in the various. • columns of the buildings to provide a positive ascetic look. • The duct work should be colour coded to the building or painted to suit the building. • The colour of the external unit should be of a uniform colour not contrasting with the building colour and should be white or close in colour. • Electrical works should be installed within ducting, with no running of lines on the external facade unless specifically approved. • Any contractor engaged by the Owner for this installation is to be appropriately licensed and have their own public liability insurance. • The air conditioner must not exceed local government guidelines relating to noise output. • That any damage to Common Property (for now and in the future) relating to the Air-Conditioner be rectified at the cost of the relevant Owner; and • All future insurance, repairs and maintenance of the air conditioner, are at the Owner's expense.
02100045	VENUTO A & G	<p>Confirmation Email 10.11.20 from Caretakers - one stationary shutter on front balcony, shutters on back balcony</p>
02100046	SPENCE N D & R L	<p>VOC Minutes 22/03/24</p> <p>LOT IMPROVEMENT -LOCK BOX</p>

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Lot Improvements

Account No	Name	Details
		<p>Received From Lot No. N21</p> <p>MOTION LOST THAT the Committee approve Lot N21 to place a lock box on the building.</p>
		<p>Committee Meeting 9.2.19 - Aircon approval</p> <p>RESOLVED THAT the Building Managers should be authorised, subject to confirmation by the Chairman, to give approval to written requests from lot owners for the installation of air conditioning to service their lot, provided they are in line with the Guidelines approved by the Body Corporate at the Extraordinary General Meeting held on 19 November 2013.</p>
		<p>Committee Meeting 211024 - 5.1 Lock Box Installation From Nerida Spence of Lot N21 Motion No.1</p> <p>RESOLVED THAT the Committee approve the installation of a lock box in the designated area subject to Body Corporate By-Laws and standard conditions are followed.</p>
02100047	KERR N E & M A	<p>Committee Meeting 29 Sept 2018 - The Committee noted that the owners of Lots Centre 9, 11, 19 and 22 and North 11 and 22 have had external shutters installed by Balcony Shutters of 1/135 Grigor Street, West Moffat Beach in accordance with the conditions set by the Committee at its Meeting of 21 October 2017 in accordance with the authority vested in it by owners at the Annual General Meeting held on 27 July 2017.</p>
		<p>Committee Meeting 231020 - RESOLVED THAT the applications to install air conditioners and balcony fans in C9 and N22 be approved</p>
		<p>Confirmation Email 10.11.20 from Caretakers - shutters on main balcony</p>
02100048	REYNOLDS G & FARRELL K	<p>VOC Minutes 20/05/25 -</p> <p>24. Ratification of Lot Improvement - Shutters</p> <p>Received From Lot No. N23 Date Received 09/03/25</p> <p>RESOLVED THAT the Committee ratified the approval of this application subject to the following conditions:</p> <ul style="list-style-type: none"> • The shutters should be "Pearl White" colour. • The shutters should comprise vertical louvres up to level with the balcony rails (approximately 1.0M), then horizontal louvres above balcony rail height. • If an apartment above or below has already fitted approved shutters, then the new installation will be required to match that installation, particularly in relation to the width of each shutter,

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Lot Improvements

Account No	Name	Details
		<p>number of louvres and louvre/frame dimensions.</p> <ul style="list-style-type: none"> • Installations to date have adopted shutter widths that would, should the owner choose to do so in the future, allow an entirely enclosed balcony (with stacking) with equal shutter widths. Approved widths so far have varied from 647mm to 720 mm to achieve this requirement, and shutter widths outside this range or that do not facilitate standard full enclosure in the future are unlikely to be approved. • The shutters should be cyclone rated and comply with AS/NZS 1170.2 (2002) and AS/NZS 404045-3 (1992). • The company quoting should have Queensland State Form 15 (Engineers Design Approval) and Form 16 (Installation Approval) submitted to the Body Corporate. • The material should be aluminium alloy -with Duralloy powder coating. <ul style="list-style-type: none"> o Shutter dimensions: <ul style="list-style-type: none"> o Adjustable shutters 88 mm x 15 mm, with length as required. o Side stiles 50 mm square. o Top rail 70/65 mm x 50 mm. o Centre rail (balcony rail height) 50/75 mm x 44 mm. o Bottom rail 70/65 mm x 50 mm. o Track Dimensions: <ul style="list-style-type: none"> o Top track 44 mm x 40 mm, with 50mm x 60 mm adjustable sub-head system. o Bottom track 40 mm x 20 mm floating. o Shutter stacking tracks as per top track above. <p>25. Ratification of Lot Improvement -Vinyl Flooring Received From Lot No. N23 Date Received 02/05/25 RESOLVED THAT the Committee ratified the approval of this application subject to the following conditions stated in by-law 10: Internal Alteration to a Lot. Committee meeting 03/03/2023 –</p> <p>Lot Improvement -From Lot 25 North RESOLVED THAT the application from Lot 25 North be approved subject to the following:</p> <ul style="list-style-type: none"> • SWMS method statement supplied by the contractor. (supplied) • Contractor proof of insurance, general /public. (supplied) • QBCC proof of insurance paid by QBCC license. • Working hours 8am to 4pm Mon- Fri. • Lift / car park usage, notify management. • Notices to adjoining owners. • Notices to all owners.
02100050	MCKINNON D R L & DUNCAN R I	

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Lot Improvements

Account No	Name	Details
		<ul style="list-style-type: none">• 72 hours' notice if services to the building are to be turned off at any time.• The work complies with The Building Code of Australia (BCA) eg. Noise levels below 62 dB.• Supply certification certificates (form 43, 16, etc) where needed (eg, for waterproofing, flooring etc).• Under no circumstances can ANY structural changes be made.• 316 Stainless Steel clips/screws/brackets must be used on the external wall for A/C conduit and painted to match wall colour.
		<p>VOC Minutes 22/03/24</p> <p>Received From Lot No. N25</p> <p>RESOLVED THAT the Committee ratified the approval to place Change bins in each of the three bin areas in the garages and places a bag at each lot to allow occupiers to collect items and take down to the bins.</p>
		<p>Budget Meeting 27.06.22</p> <p>RESOLVED THAT approval be granted to the Owner of Lot 25 North to a digital door lock on the front door subject to the following conditions:</p> <ul style="list-style-type: none">• The digital door lock is to be installed in accordance with plans and specifications submitted by the Owner• The digital door lock is to meet Australian Fire rating standards and is to be installed in a satisfactory standard• If required, local Council, Australian Fire rating standards and other relevant statutory requirements shall be obtained by the relevant Owner• The relevant Fire certifiers sign off shall be obtained by the relevant Owner and submitted for the Body <p>Corporate records</p> <ul style="list-style-type: none">• If necessary, any additional insurance that may be required shall be affected by the relevant Owner• All initial, future maintenance, replacement or associated costs shall be borne by the relevant Owner for the time being• The Body Corporate shall not be responsible for any costs whatsoever relating to the digital door lock and any damage to common property caused by the installation of the digital door lock be remedied by the relevant Lot Owner• The lock be added to the register to lot improvements

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Lot Improvements

Account No	Name	Details
		<ul style="list-style-type: none"> • The Building Managers be kept current with the code or be given a copy of the key • Any additional charges caused by inability to inspect the fire door be borne by the Owner. <p>Committee Meeting 19.2.21 - RESOLVED THAT the application from North 25 to install a Suncool Insulated Patio with Aluminium Pergola (document Revision 2) on the roof top area granted as exclusive use to the relevant lot has been granted subject to the standard conditions listed in minutes</p> <p>Committee Meeting 19.2.21 - RESOLVED THAT approval be granted to the owner of North 25 to replace the staircase to the roof top area granted as exclusive use to the relevant lot subject to the conditions listed in the minutes</p>
02100058	MCNAMARA P & A	<p>VOC 31.01.17</p> <p>2 Request to install storage cage -From P & L McBryde of Lot South 8</p> <p>RESOLVED THAT the Committee approve the request from Lot South 8 to install a storage cage in the underground carpark and subject to the below conditions:</p> <ul style="list-style-type: none"> a) that the storage cage does not adversely affect access of other Residences and Owners to their vehicles or common property; b) that the storage cage is installed by a qualified tradesperson; c) that all costs in relation to the proposed improvement be borne by the said lot owner; d) that all future repairs and maintenance with respect to the proposed improvements be borne by the lot owner; e) that the body corporate shall not be responsible for any initial, subsequent or associated costs in relation to the improvement; <p>and</p> <ul style="list-style-type: none"> f) that the lot owner will be responsible for any subsequent damage to common property or another lot owner's property caused by said improvement. <p>Committee Meeting 26/5/18 - AirCon -From P & L McBryde of Lot Sth 8</p> <p>RESOLVED THAT approval be granted for the installation of an air-conditioning unit in Lot 8 South, noting that the condenser is located in the required position and the owners are aware of the 15 amps maximum use provision.</p>
02100061	PRIEST S D & KERR A M	<p>Confirmation Email 10.11.20 from Caretakers - shutters on the main balcony</p> <p>Advised 230609</p>

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Lot Improvements

Account No	Name	Details
		Kitchen Renovation approx \$10,000 2 Bathroom Renovations approx \$10,000 bedroom carpets and Shutters approx \$6000.
02100063	MELLIFONT B R	Committee Meeting 211024 - 5.2 Lock Box Installation From Steven Priest of Lot S11 Motion No.1 RESOLVED THAT the Committee approve the installation of a lock box in the proposed lock box area subject to Body Corporate By-Laws and standard conditions are followed. Budget Meeting - 27.06.22 Lot 13 South Lot Improvement - Fan RESOLVED THAT approval be granted to the owner of Lot 13 South to replace the current light with a fan with an integrated light.
02100064	RYAN M	VOC Minutes 22/03/24 RATIFICATION OF LOT IMPROVEMENT - NON-STRUCTURAL RENOVATIONS Received From Lot No. S14 RESOLVED THAT the Committee ratified the approval of this application subject to the following conditions: <ul style="list-style-type: none"> • That the Lot Improvement is installed by a qualified tradesperson/company • That the relevant licenses and insurance details for said tradesperson/company is provided to the Body Corporate • That Council or other Local Authority approvals and any relevant certificates demonstrating adherence to any applicable building codes are provided to the Body Corporate • That written notification is provided to the Body Corporate that the Body Corporate Insurer approve of the proposed improvement (concerns with fire separation) and that it doesn't affect the policy in any way • Building rubbish/debris etc. will be taken away and not placed in Surfside On The Beach bins • That all costs in relation to the proposed improvement be borne by the said Lot Owner • That all future repairs and maintenance with respect to the proposed improvements be borne by the Lot Owner • That the Body Corporate shall not be responsible for any initial, subsequent or associated costs in relation to the improvement • That the Lot Owner will be responsible for any subsequent damage to common property or another Lot Owner's property caused by said improvement • Trade working hours are from 8am to 4pm Monday to Friday • Notices are to be sent to adjoining neighbours • A notice of 72 hours is to be sent if services to the building are

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Lot Improvements

Account No	Name	Details
		<p>to be turned off at any time</p> <ul style="list-style-type: none"> • Under no circumstances can ANY structural changes be made with this approval
		<p>VOC Minutes 22/03/24</p> <p>34 Ratification of Lot Improvement - Air Conditioning</p> <p>Received From Lot No. S14</p> <p>RESOLVED THAT the Committee ratified the approval of this application subject to the following conditions:</p> <ul style="list-style-type: none"> • The combined current draw of the units must not exceed 15 amperes. • As per Council requirement, an external unit cannot be installed less than one metre from an open balustrade. • The use of plastic, marine grade 316 stainless steel or powder-coated aluminium brackets, and marine grade 316 stainless steel screws, bolts and washers are required. Owners will be personally responsible for removal of rust stains from external walls, and for rectification of any damages from this rust removal. • No dust should be allowed to pass from installation by utilising a vacuum whilst drilling. No articles are to fall to the ground. The workplace should be left clean. • The units on the east and western sides should be installed in a uniform location in the various. • columns of the buildings to provide a positive ascetic look. • The duct work should be colour coded to the building or painted to suit the building. • The colour of the external unit should be of a uniform colour not contrasting with the building colour and should be white or close in colour. • Electrical works should be installed within ducting, with no running of lines on the external facade unless specifically approved. • Any contractor engaged by the Owner for this installation is to be appropriately licensed and have their own public liability insurance. • The air conditioner must not exceed local government guidelines relating to noise output. • That any damage to Common Property (for now and in the future) relating to the Air-Conditioner be rectified at the cost of the relevant Owner; and • All future insurance, repairs and maintenance of the air conditioner, are at the Owner's expense. <p>Confirmation Email 10.11.20 from Caretakers - shutters on the</p>
02100066	CROSS R B J & J	

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Lot Improvements

Account No	Name	Details
		main balcony Committee Meeting 19.2.21 - RESOLVED THAT the application from South 16 to install a Suncool Insulated Patio with Aluminium Pergola on the roof top area granted as exclusive use to the relevant lot has been granted subject to the conditions listed in minutes.
02100067	MITCHELL K A	Committee Minutes 19/11/21 - RESOLVED THAT the following approvals granted by the Committee outside of a meeting be ratified: • to Lot S17 to make alterations to the rooftop pergola per the conditions set out by the Committee.
02100068	TUNNAH D F & M A	From: Ulrick Russ [mailto:ulrick.russ@bigpond.com] Sent: Wednesday, 8 July 2009 9:08 AM To: John Atkinson Subject: Improvement S18 Surfside on the beach

Dear John,

Consistent with the discussions at the AGM, I wish to formally advise that we have undertaken substantial upgrades on our unit over the past 10 weeks. The total cost of the upgrade was in the order of \$50,000. This consisted of the following:

Complete kitchen rebuild including fixtures/fittings and cabinets
plumbing and electrical
Both bathrooms rebuilt including framing (That is completely replaced walls, fixtures/fittings, tiling, re waterproofing plumbing etc)
New toilets/plumbing
Completely repainted
New window furnishings
New doors/door furniture
New WIRobe

If you require any further details please do not hesitate to contact us

Kind regards,

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Lot Improvements

Account No	Name	Details
		Ulrick (Rick) Russ
		(Unit South 18, Surfside on the beach)
		Mob: +61 419 346203
		ulrick.russ@bigpond.com
		VOC 31.01.17
		1 Request to install air-conditioner -From J & S D'Arcy of Lot South 18
		RESOLVED THAT the Committee approve the request from Lot South 18 to install an air-conditioner subject to the below Body Corporate Guidelines and Conditions:
		Body Corporate Guidelines:
		a) Owners would have to make a written request to the body corporate for approval to install air-conditioning;
		b) A maintenance contract must be agreed to with the supplier for a twice yearly inspection and all repair work needed must be carried out immediately. A copy of contract to be held by the body corporate;
		c) The Body Corporate will negotiate with supplier for approved a/c units to ensure uniformity, and to obtain the best possible price;
		d) The Body Corporate will determine the positioning of external a/con. Units to ensure we not have any visual problems;
		e) All external units where visible to be painted to match building colours;
		f) All external piping and conduit where visible to be painted in colours to match building colours;
		g) All external units to be rust-proofed;
		h) All external units to have both delay device and soft start options fitted;
		i) Surfside compendiums to have an insertion outlining use of air-conditioning;
		j) All air-conditioning units must comply with body corporate guidelines, any non compliance will be met with a request for removal;
		k) Additional insurance is the Owners' responsibility;
		l) Owners are advised that if needed, they should ensure that their internal unit insurances include cover of that part of the air conditioning system within the boundary of their unit and also,

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Lot Improvements

Account No	Name	Details
		that part of the system located on the common property or outside the boundary of their unit is also covered.
		Conditions:
		a) the air-conditioner and inverter must be situated so as to not interfere with the peaceful enjoyment of neighbouring lots with regard to noise, exhaust air direction and aesthetics;
		b) that the air-conditioner and inverter are installed by a qualified tradesperson;
		c) that all costs in relation to the proposed improvement be borne by the said lot owner;
		d) that all future repairs and maintenance with respect to the proposed improvements be borne by the lot owner;
		e) that the body corporate shall not be responsible for any initial, subsequent or associated costs in relation to the improvement; and
		f) that the lot owner will be responsible for any subsequent damage to common property or another lot owner's property caused by said improvement.
02100069	HONAN B D & K I	Confirmation Email 10.11.20 from Caretakers - shutters on the main balcony
02100073	HUGHES A & RAYBOULD D	EGM 23/05/2024 1. Lot Improvement - Rooftop Pergola Motion by Ordinary Proposed by Andrew Hughes and Denise Raybould of Lot S23 RESOLVED THAT the Lot Improvement application as per the explanatory note be approved subject to following conditions: • The pergola is to be constructed in accordance with plans and specifications submitted by the Owner. • The pergola will be constructed with aluminium posts and Surfmist Colourbond roof. • If required local Council approval must be granted. • All installation works are to be carried out by a suitably qualified tradesperson in accordance to Australian Standards. • All works carried out must be in line with the specifications submitted for Committee approval and in keeping with the current building aesthetics. • The structure will meet required cyclone resistance standards. • The structure will meet required fire code. • Any water runoff be plumbed into the existing downpipes. • The owner must maintain the rooftop structure in a good condition. All costs associated with the installation and any future maintenance be borne by the owner of the Lot. This may include materials and colours to be consistent with that previously used within the building. • Any damage caused to the common property by a

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Lot Improvements

Account No	Name	Details
		<p>tradesperson engaged to carry out approved works is the responsibility and expense of the lot owner.</p> <ul style="list-style-type: none">• Detail 1 - Concrete plinth constructed as per sketch SK01 as per the green circled drawn on the "PERGOLA - PLINTHS DETAIL PLAN VIEW.• Detail 2 - Concrete plinth against existing wall as per sketch SK0 as per the red circled drawn on the "PERGOLA - PLINTHS DETAIL PLAN VIEW" OR if possible and to avoid compromising the upturn waterproofing, this posts can be fixed to existing structural wall and not on the floor slab.• The project owner is responsible from the installation date, for any damage to the waterproofing and/or future water ingress to the property and as such, the correct details as per Australian Standards for external wet area waterproofing are to be followed as per AS 4654.2.• The Body Corporate shall not be responsible for any costs whatsoever, associated with the improvement. <p>The Committee support the approval of this Lot Improvement application.</p>
		<p>2. Lot Improvement -Structural Wall Motion by Ordinary Proposed by Andrew Hughes and Denise Raybould of Lot S23</p> <p>RESOLVED THAT the Lot Improvement application as per the explanatory note be approved subject to following conditions:</p> <ul style="list-style-type: none">• That the Lot Improvement is installed by a qualified tradesperson/company• That the relevant licenses and insurance details for said tradesperson/company is provided to the Body Corporate• That Council or other Local Authority approvals and any relevant certificates demonstrating adherence to any applicable building codes are provided to the Body Corporate• That written notification is provided to the Body Corporate that the Body Corporate Insurer approve of the proposed improvement (concerns with fire separation) and that it doesn't affect the policy in any way• Building rubbish/debris etc. will be taken away and not placed in Surfside On The Beach bins• That all costs in relation to the proposed improvement be borne by the said Lot Owner• That all future repairs and maintenance with respect to the proposed improvements be borne by the Lot Owner• That the Body Corporate shall not be responsible for any initial, subsequent or associated costs in relation to the improvement• That the Lot Owner will be responsible for any subsequent

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Lot Improvements

Account No	Name	Details
		<p>damage to common property or another Lot Owner's property caused by said improvement</p> <ul style="list-style-type: none">• Trade working hours are from 8am to 4pm Monday to Friday• Notices are to be sent to adjoining neighbours• A notice of 72 hours is to be sent if services to the building are to be turned off at any time <p>The Committee support the approval of this Lot Improvement application.</p>
		<p>3. Lot Improvement -Sliding Doors Motion by Ordinary Proposed by Andrew Hughes and Denise Raybould of Lot S23 RESOLVED THAT the Lot Improvement application as per the explanatory note be approved subject to following conditions:</p> <ul style="list-style-type: none">• That the Lot Improvement is installed by a qualified tradesperson/company• That the relevant licenses and insurance details for said tradesperson/company is provided to the Body Corporate• That Council or other Local Authority approvals and any relevant certificates demonstrating adherence to any applicable building codes are provided to the Body Corporate• That written notification is provided to the Body Corporate that the Body Corporate Insurer approve of the proposed improvement (concerns with fire separation) and that it doesn't affect the policy in any way• Building rubbish/debris etc. will be taken away and not placed in Surfside On The Beach bins• That all costs in relation to the proposed improvement be borne by the said Lot Owner• That all future repairs and maintenance with respect to the proposed improvements be borne by the Lot Owner• That the Body Corporate shall not be responsible for any initial, subsequent or associated costs in relation to the improvement• That the Lot Owner will be responsible for any subsequent damage to common property or another Lot Owner's property caused by said improvement• Trade working hours are from 8am to 4pm Monday to Friday• Notices are to be sent to adjoining neighbours <p>A notice of 72 hours is to be sent if services to the building are to be turned off at any time</p>
		<p>4. Lot Improvement -Hot Water System Motion by Ordinary Proposed by Andrew Hughes and Denise Raybould of Lot S23 RESOLVED THAT the Lot Improvement application as per the explanatory note be approved subject to following conditions:</p>

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Lot Improvements

Account No	Name	Details
		<ul style="list-style-type: none">• That the Lot Improvement is installed by a qualified tradesperson/company• That the relevant licenses and insurance details for said tradesperson/company is provided to the Body Corporate• That Council or other Local Authority approvals and any relevant certificates demonstrating adherence to any applicable building codes are provided to the Body Corporate• That written notification is provided to the Body Corporate that the Body Corporate Insurer approve of the proposed improvement (concerns with fire separation) and that it doesn't affect the policy in any way• Building rubbish/debris etc. will be taken away and not placed in Surfside On The Beach bins• That all costs in relation to the proposed improvement be borne by the said Lot Owner• That all future repairs and maintenance with respect to the proposed improvements be borne by the Lot Owner• That the Body Corporate shall not be responsible for any initial, subsequent or associated costs in relation to the improvement• That the Lot Owner will be responsible for any subsequent damage to common property or another Lot Owner's property caused by said improvement• Trade working hours are from 8am to 4pm Monday to Friday• Notices are to be sent to adjoining neighbours• A notice of 72 hours is to be sent if services to the building are to be turned off at any time

5. Lot Improvement -BBQ Area and Wastewater Motion by Ordinary Proposed by Andrew Hughes and Denise Raybould of Lot S23

RESOLVED THAT the Lot Improvement application as per the explanatory note be approved subject to following conditions:

- That the Lot Improvement is installed by a qualified tradesperson/company
- That the relevant licenses and insurance details for said tradesperson/company is provided to the Body Corporate
- That Council or other Local Authority approvals and any relevant certificates demonstrating adherence to any applicable building codes are provided to the Body Corporate
- That written notification is provided to the Body Corporate that the Body Corporate Insurer approve of the proposed improvement (concerns with fire separation) and that it doesn't affect the policy in any way
- Building rubbish/debris etc. will be taken away and not placed

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Lot Improvements

Account No	Name	Details
		<p>in Surfside On The Beach bins</p> <ul style="list-style-type: none">• That all costs in relation to the proposed improvement be borne by the said Lot Owner• That all future repairs and maintenance with respect to the proposed improvements be borne by the Lot Owner• That the Body Corporate shall not be responsible for any initial, subsequent or associated costs in relation to the improvement• That the Lot Owner will be responsible for any subsequent damage to common property or another Lot Owner's property caused by said improvement• Trade working hours are from 8am to 4pm Monday to Friday• Notices are to be sent to adjoining neighbours• A notice of 72 hours is to be sent if services to the building are to be turned off at any time
		<p>VOC Minutes 22/04/24</p> <p>RATIFICATION OF LOT IMPROVEMENT -CHANGES TO NON-STRUCTURAL WALLS</p> <p>Received From Lot No. S23 Date Received 10 April 2024</p> <p>RESOLVED THAT the Committee ratify the approval of this application subject to the following conditions:</p> <ul style="list-style-type: none">• That the Lot Improvement is installed by a qualified tradesperson/company.• That the relevant licenses and insurance details for said tradesperson/company is provided to the Body Corporate.• That Council or other Local Authority approvals and any relevant certificates demonstrating adherence to any applicable building codes are provided to the Body Corporate.• That written notification is provided to the Body Corporate that the Body Corporate Insurer approve of the proposed improvement (concerns with fire separation) and that it doesn't affect the policy in any way.• Building rubbish/debris etc. will be taken away and not placed in Surfside On The Beach bins.• That all costs in relation to the proposed improvement be borne by the said Lot Owner.• That all future repairs and maintenance with respect to the proposed improvements be borne by the Lot Owner.• That the Body Corporate shall not be responsible for any initial, subsequent or associated costs in relation to the improvement• That the Lot Owner will be responsible for any subsequent damage to common property or another Lot Owner's property caused by said improvement.

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Lot Improvements

Account No	Name	Details
		<ul style="list-style-type: none">• Trade working hours are from 8am to 4pm Monday to Friday.
		VOC Minutes 22/04/24
		Ratification of Lot Improvement -Air Conditioning
		Received From Lot No. S23 Date Received 10 April 2024 RESOLVED THAT the Committee ratify the approval of this application subject to the following conditions: <ul style="list-style-type: none">• The combined current draw of the units must not exceed 15 amperes.• As per Council requirement, an external unit cannot be installed less than one metre from an open balustrade.• The use of plastic, marine grade 316 stainless steel or powder-coated aluminium brackets, and marine grade 316 stainless steel screws, bolts and washers are required. Owners will be personally responsible for removal of rust stains from external walls, and for rectification of any damages from this rust removal.• No dust should be allowed to pass from installation by utilising a vacuum whilst drilling. No articles are to fall to the ground. The workplace should be left clean.• The units on the east and western sides should be installed in a uniform location in the various columns of the buildings to provide a positive ascetic look.• The duct work should be colour coded to the building or painted to suit the building.• The colour of the external unit should be of a uniform colour not contrasting with the building colour and should be white or close in colour.• Electrical works should be installed within ducting, with no running of lines on the external facade unless specifically approved.• Any contractor engaged by the Owner for this installation is to be appropriately licensed and have their own public liability insurance.• The air conditioner must not exceed local government guidelines relating to noise output.• That any damage to Common Property (for now and in the future) relating to the Air-Conditioner be rectified at the cost of the relevant Owner; and• All future insurance, repairs and maintenance of the air conditioner, are at the Owner's expense.

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Lot Improvements

Account No	Name	Details
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VOC Minutes 22/04/24

RATIFICATION OF LOT IMPROVEMENT -FLOOR TILES

Received From Lot No. S23 Date Received 10 April 2024

RESOLVED THAT the Committee ratify the approval of Lot S23 tile replacement subject to the following conditions:

- That the Lot Improvement is installed by a qualified tradesperson/company.
- That the relevant licenses and insurance details for said tradesperson/company is provided to the Body Corporate.
- That Council or other Local Authority approvals and any relevant certificates demonstrating adherence to any applicable building codes are provided to the Body Corporate.
- That written notification is provided to the Body Corporate that the Body Corporate Insurer approve of the proposed improvement (concerns with fire separation) and that it doesn't affect the policy in any way.
- Building rubbish/debris etc. will be taken away and not placed in Surfside On The Beach bins.
- That all costs in relation to the proposed improvement be borne by the said Lot Owner.
- That all future repairs and maintenance with respect to the proposed improvements be borne by the Lot Owner.
- That the Body Corporate shall not be responsible for any initial, subsequent or associated costs in relation to the improvement.
- That the Lot Owner will be responsible for any subsequent damage to common property or another Lot Owner's property caused by said improvement.
- Trade working hours are from 8am to 4pm Monday to Friday.
- Notices are to be sent to adjoining neighbours.
- A notice of 72 hours is to be sent if services to the building are to be turned off at any time.
- Under no circumstances can ANY structural changes be made with this approval.

VOC Minutes 22/03/24

RATIFICATION OF LOT IMPROVEMENT -BALCONY SHUTTERS

Received From Lot No. S23

RESOLVED THAT the Committee ratified the approval of this application subject to the following conditions:

- The shutters should be "Pearl White" colour.

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Lot Improvements

Account No	Name	Details
		<ul style="list-style-type: none">• The shutters should comprise vertical louvres up to level with the balcony rails (approximately 1.0M), then horizontal louvres above balcony rail height.• If an apartment above or below has already fitted approved shutters, then the new installation will be required to match that installation, particularly in relation to the width of each shutter, number of louvres and louvre/frame dimensions.• Installations to date have adopted shutter widths that would, should the owner choose to do so in the future, allow an entirely enclosed balcony (with stacking) with equal shutter widths. Approved widths so far have varied from 647mm to 720 mm to achieve this requirement, and shutter widths outside this range or that do not facilitate standard full enclosure in the future are unlikely to be approved.• The shutters should be cyclone rated and comply with AS/NZS 1170.2 (2002) and AS/NZS 404045-3 (1992).• The company quoting should have Queensland State Form 15 (Engineers Design Approval) and Form 16 (Installation Approval) submitted to the Body Corporate.• The material should be aluminium alloy -with Duralloy powder coating.• Shutter dimensions:<ul style="list-style-type: none">o Adjustable shutters 88 mm x 15 mm, with length as required.o Side stiles 50 mm square.o Top rail 70/65 mm x 50 mm.o Centre rail (balcony rail height) 50/75 mm x 44 mm.o Bottom rail 70/65 mm x 50 mm.• Track Dimensions:<ul style="list-style-type: none">o Top track 44 mm x 40 mm, with 50mm x 60 mm adjustable sub-head system.o Bottom track 40 mm x 20 mm floating.o Shutter stacking tracks as per top track above.

Statutory Encumbrance Report (Annexure)

Energex

Underground electricity infrastructure is present along Lowanna Drive, including high-voltage and low-voltage electrical cables, cable markers, pits, and associated infrastructure providing distribution to the property and surrounding lots.

NBN Co Ltd

National Broadband Network telecommunications infrastructure is located along Lowanna Drive, comprising copper and fibre optic cables housed within underground conduits and connected via distribution pits positioned along the road frontage.

Unitywater

Water supply mains, sewer gravity mains, and associated maintenance structures are located along Lowanna Drive. Assets include potable water mains, sewer maintenance holes, water valves, and fittings serving the property vicinity.

Telstra Limited A.C.N. 086 174 781

Telstra telecommunications infrastructure is installed along Lowanna Drive, including multi-duct conduits, copper and fibre optic cables, and jointing pits. These assets link to the broader regional telecommunications network.

Sunshine Coast Council

Council records indicate no council-owned stormwater or other infrastructure assets are located within the property boundary.

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 numberIdentification number: **PSC0247661****2. Location of the swimming pool**

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

Street address:

143 LOWANNA DR**BUDDINA QLD**

Postcode

4**5****7****5**

Lot and plan details:

9999/BUP/102060

Local government area:

SUNSHINE COAST REGIONAL**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

3**5. Pool safety certificate validity**

Effective date:

0**2****/****0****4****/****2****0****2****5**

Expiry date:

0**2****/****0****4****/****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:

Peter Roy ScottPool safety inspector
licence number:**PS102266**

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.

Vendor/s

MICHAEL JOHN GEARING

Property Address

UNIT 4N 143 LOWANNA DR, BUDDINA QLD 4575

Contract for the Sale and Purchase of Residential Real Estate

First Edition

This document has been approved by The Real Estate Institute of Queensland Limited and the Queensland Law Society Incorporated as being suitable for the sale and purchase of residential real estate in Queensland.

The Seller and Buyer agree to sell and buy the Property under this contract.

REFERENCE SCHEDULE

Contract Date: _____ *If no date is inserted, the Contract Date is the date on which the last party signs the Contract*

PARTIES

SELLER

NAME: _____ ABN: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ EMAIL: _____

NAME: _____ ABN: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ EMAIL: _____

SELLER'S AGENT

NAME: _____

ABN: _____ LICENCE NO: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ EMAIL: _____

SELLER'S SOLICITOR

← or any other solicitor notified to the Buyer

NAME: _____

REF: _____ CONTACT: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ EMAIL: _____

BUYER

NAME: _____ ABN: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ EMAIL: _____

NAME: _____ ABN: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ EMAIL: _____

INITIALS (Note: initials not required if signed with Electronic Signature)

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BUYER'S AGENT (If applicable)

NAME: _____

ABN: _____ LICENCE NO: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ EMAIL: _____

BUYER'S SOLICITOR

← or any other solicitor notified to the Seller

NAME: _____

REF: _____ CONTACT: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ EMAIL: _____

PROPERTY

LOT: _____ ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

DESCRIPTION: LOT: _____ PLAN: _____ AREA: _____ ← more or less

TITLE REFERENCE: _____ SOLD AS: ☐ Freehold ☐ Leasehold☐ Built On ☐ Vacant ■ if neither is selected, the Lot is treated as being Freehold.

Present Use: _____

Local Government: _____

Excluded Fixtures: _____ ■ attach annexure for additional space

Included Chattels: _____ ■ attach annexure for additional space

PRICE**Cyber Warning**

Cyber criminals are targeting real estate transactions by sending fraudulent electronic communications (emails) impersonating lawyers and real estate agents. **BEFORE** you pay any funds to another person or company using information that has been emailed to you or contained in this Contract, you should contact the intended recipient by telephone to verify and confirm the account details that have been provided to you.

PURCHASE \$
PRICE: _____DEPOSIT:
Initial Deposit \$ _____
payable on the day the Buyer signs this contract
unless another time is specified below:Balance Deposit \$ _____
(if any) payable on: _____

NOTE: failure to pay the deposit on the date(s) specified may result in termination of the contract and forfeiture of the deposit to the Seller.

Deposit Holder:	
Deposit Holder's Trust Account:	
Bank:	
BSB:	Account No:

DEFAULT INTEREST RATE: _____ %

■ If no figure is inserted, the Contract Rate applying at the Contract Date published by the Queensland Law Society Inc will apply.

INITIALS (Note: initials not required if signed with Electronic Signature)

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SETTLEMENT

SETTLEMENT DATE:

- or any later date for settlement in accordance with clause 6.2, 6.3 or 11.6(1) or a special condition of this contract or under s79, s80 or s81 of the Property Law Act 2023.

WARNING: The Settlement Date as stated may change. If you require settlement on a particular date, seek legal advice prior to signing.

GST

[Select one. For sale of house or residential land or residential unit between parties who are not registered or required to be registered for GST, select first option]

Completing the GST items may have significant consequences for the Seller and Buyer. The Seller and Buyer should seek professional advice about completion of the GST item and should not rely on the Agent to complete.

- ☐ No GST is payable or Purchase Price includes GST (if any) [clause 10.2 applies]
- ☐ Buyer must pay GST in addition to the Purchase Price [clause 10.3 applies]
- ☐ Margin Scheme [clause 10.4 applies]
- ☐ Going concern [clause 10.5 applies]
- ☐ Farm Land [clause 10.6 applies]

[If not completed, clause 10.2 No GST is payable or Purchase Price includes GST applies]

GST WITHHOLDING OBLIGATIONS

Is the Buyer registered for GST and acquiring the Property for a creditable purpose?

- ☐ No
- ☐ Yes

← **WARNING:** the Buyer warrants in clause 3.3(5) that this information is true and correct.

[Note: An example of an acquisition for a creditable purpose would be the purchase of the Property by a building contractor, who is registered for GST, for the purposes of building a house on the Lot and selling it in the ordinary course of its business.]

The Seller gives notice to the Buyer in accordance with section 14-255(1)(a) of the Withholding Law that:

(select whichever is applicable)

- ☐ the Buyer is not required to make a payment under section 14-250 of the Withholding Law in relation to the supply of the Property
- ☐ the Buyer is required to make a payment under section 14-250 of the Withholding Law in relation to the supply of the Property. Under section 14-255(1) of the Withholding Law, the Seller is required to give further details prior to settlement.

← **WARNING:** All sellers of residential premises or potential residential land are required to complete this notice. Section 14-250 of the Withholding Law applies to the sale of 'new residential premises' or 'potential residential land' (subject to some exceptions) and requires an amount to be withheld from the Purchase Price and paid to the ATO. The Seller should seek legal advice if unsure about completing this section.

LAND TAX

NOTE: This item **must be completed if:**

- the Property is **not** the Seller's principal place of residence (their home); and
- the Seller is not otherwise exempt from paying land tax in connection with the Property.

[select one]

- ☐ No adjustment is to be made for land tax
- ☐ Land tax is to be adjusted on a single holding basis
- ☐ Land tax is to be adjusted on the Seller's actual land tax liability

[If not completed, no adjustment is to be made for land tax]

CONDITIONS

FINANCE

Finance Amount: \$ _____

Financier: _____

Finance Date: _____

- Unless all of "Finance Amount", "Financier" and "Finance Date" are completed, this contract is not subject to finance and clause 4.1 does not apply.

BUILDING AND/OR PEST INSPECTION DATE

Inspection Date: _____

- If "Inspection Date" is not completed, the contract is not subject to an inspection report and clause 4.2 does not apply.

INITIALS *(Note: initials not required if signed with Electronic Signature)*

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MATTERS AFFECTING PROPERTY

TITLE ENCUMBRANCES:

The Encumbrances listed below **will remain after** settlement under clause 7.2:

☐ **Seller Disclosure Statement was given to the Buyer**

- a. the **registered interests and encumbrances** listed on the title search included in the Seller Disclosure Statement other than any mortgage, caveat or charge; and
- b. the **Unregistered Encumbrances** (note this includes statutory encumbrances affecting the land) disclosed in the Seller Disclosure Statement, unless this contract requires them to be discharged at or before settlement (for example clause 3.5).

☐ **Seller Disclosure Statement was NOT given to the Buyer**

List all Encumbrances that **will remain after** settlement under clause 7.2:

(You need to include specific description of all registered interests, unregistered interests and statutory encumbrances (see definition of Encumbrances)).

TENANCIES:

Is the Property sold subject to a Residential Tenancy Agreement or Rooming Accommodation Agreement?

☐ No

☐ Yes, details are contained in the attached Tenancies Schedule

OTHER MATTERS:

Residential Tenancy Agreements or Rooming Accommodation Agreements:

Has the Property been subject to a Residential Tenancy Agreement or Rooming Accommodation Agreement at any time within the period of 12 months before the Contract Date?

☐ No

☐ Yes

If Yes, the day of the last rent increase for each residential premises comprising the Property is: _____

← **WARNING TO SELLER:** If the Property or any part has been let at any time in the last 12 months the Seller is required under clause 5.5(1)(e) to provide evidence of the last rent increase. Failure to provide evidence by settlement may entitle the Buyer to terminate the contract.

TREE ORDERS AND APPLICATIONS:

Neighbourhood Disputes (Dividing Fences and Trees) Act 2011, section 83:

Is the Lot affected by an application to, or an order made by, the Queensland Civil and Administrative Tribunal (QCAT) in relation to a tree on the Lot?

☐ No

☐ Yes

If yes, a copy of the application or order is given with this contract.

← **WARNING:** Failure to comply with s83 Neighbourhood Disputes (Dividing Fences and Trees Act) 2011 by giving a copy of an order or application to the Buyer (where applicable) prior to Buyer signing the contract will entitle the Buyer to terminate the contract prior to Settlement.

POOL SAFETY

Q1. Is there a pool on the Lot or on adjacent land used in association with the Lot?

☐ No

☐ Yes

Q2. If the answer to Q1 is Yes, is there a Pool Compliance Certificate for the pool at the time of contract?

☐ No

☐ Yes

← **WARNING TO SELLER:** If there is a regulated pool on the Lot, under clause 5.5(1)(f) the Seller must provide a Pool Compliance Certificate at settlement. If there is no Pool Compliance Certificate at the Contract Date you must give a Notice of No Pool Safety Certificate to the Buyer prior to entering into this contract

ELECTRICAL SAFETY SWITCH AND SMOKE ALARM

■ **NOTE:** This section must be completed if there is a domestic dwelling on or comprising the Lot

The Seller gives notice to the Buyer that an Approved Safety Switch for the General Purpose Socket Outlets is:

☐ Installed in the residence

☐ Not installed in the residence

The Seller gives notice to the Buyer that smoke alarms complying with the Smoke Alarm Requirement Provision are:

☐ Installed in the residence

☐ Not installed in the residence

← **WARNING:** By giving false or misleading information in this section, the Seller may incur a penalty. The Seller should seek expert and qualified advice about completing this section and not rely on the Seller's Agent to complete this section.

← **WARNING:** Under clause 7.9 the Seller must install smoke alarms complying with the Smoke Alarm Requirement Provision in any domestic dwelling on the Lot. Failure to do so is an offence under the Fire Services Act 1990.

INITIALS (Note: initials not required if signed with Electronic Signature)

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LOTS IN A COMMUNITY TITLES SCHEME**(COMPLETE IF APPLICABLE)****STATUTORY WARRANTIES AND CONTRACTUAL RIGHTS**

If the Lot is a lot in a community titles scheme, the Seller gives notice to the Buyer of the following matters:

← **WARNING TO SELLER:** The Body Corporate and Community Management Act 1997 and the Contract include warranties by the Seller about the Body Corporate and the Scheme land. Breach of a warranty may result in a damages claim or termination by the Buyer. Sellers should consider whether to carry out an inspection of the Body Corporate records to complete this section.

(a) Latent or Patent Defects in Common Property or Body Corporate Assets (s 223(2)(a)(b))*

(b) Actual or Contingent or Expected Liabilities of Body Corporate (s 223(2)(c)(d))*

(c) Circumstances in Relation to Affairs of Body Corporate (s 223(3))*

(d) Proposal to Record a New Community Management Statement (clause 12.9(1)(a))

(e) Unapproved improvements on common property benefitting the Lot (clause 12.9(1)(b))*

(f) Outstanding by-law contravention notices (clause 12.9(1)(c))*

(g) Proposed Body Corporate resolutions (clause 12.10)*

**Include in attachment if insufficient space*

INSPECTION OF BODY CORPORATE RECORDS

Records Inspection Date: _____

← If "Records Inspection Date" is not completed, the contract is not subject to a satisfactory inspection of records and clause 12.3 does not apply.

LOTS IN A BUILDING UNIT AND GROUP TITLE PARCEL**(COMPLETE IF APPLICABLE)****WARRANTIES AND CONTRACTUAL RIGHTS**

If the Lot is a lot in a Parcel to which the *Building Units and Group Titles Act 1980* applies, the Seller gives notice to the Buyer of the following matters:

← **WARNING TO SELLER:** The Contract includes warranties by the Seller about the Body Corporate and the Parcel. Breach of a warranty may result in a damages claim or termination by the Buyer. Sellers should consider whether to carry out an inspection of the Body Corporate records to complete this section.

(a) Proposal to add to, alter or repeal by-laws (clause 13.9(1)(a))

(b) Unapproved improvements on common property benefitting the Lot (clause 13.9(1)(b))*

(c) Outstanding by-law contravention notices (clause 13.9(1)(c))*

(d) Proposed Body Corporate resolutions (clause 13.10)*

**Include in attachment if insufficient space*

INSPECTION OF BODY CORPORATE RECORDS

Records Inspection Date: _____

← If "Records Inspection Date" is not completed, the contract is not subject to a satisfactory inspection of records and clause 13.3 does not apply.

INITIALS (Note: initials not required if signed with Electronic Signature)

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SPECIAL CONDITIONS

SIGNATURES

The contract may be subject to a 5 business day statutory cooling-off period. A termination penalty of 0.25% of the purchase price applies if the Buyer terminates the contract during the statutory cooling-off period. It is recommended the Buyer obtain an independent property valuation and independent legal advice about the contract and his or her cooling-off rights, before signing.

Buyer: _____ Date: _____ Witness: _____

Buyer: _____ Date: _____ Witness: _____

By placing my signature above, I warrant that I am the Buyer named in the Reference Schedule or authorised by the Buyer to sign.

(Note: No witness is required if the Buyer signs using an Electronic Signature)

Seller: _____ Date: _____ Witness: _____

Seller: _____ Date: _____ Witness: _____

By placing my signature above, I warrant that I am the Seller named in the Reference Schedule or authorised by the Seller to sign.

(Note: No witness is required if the Seller signs using an Electronic Signature)

INITIALS (Note: initials not required if signed with Electronic Signature)

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TERMS OF CONTRACT

FOR THE SALE AND PURCHASE OF RESIDENTIAL REAL ESTATE

1. DEFINITIONS

1.1 In this contract, terms in **bold** in the Reference Schedule have the meanings shown under or opposite them and unless the context otherwise requires:

- (a) **"Approved Safety Switch"** means a residual current device as defined in the *Electrical Safety Regulation 2013*;
- (b) **"ATO"** means the Australian Taxation Office;
- (c) **"ATO Clearance Certificate"** means a certificate issued under s14-220(1) of the Withholding Law which is current on the date it is given to the Buyer;
- (d) **"Balance Purchase Price"** means the Purchase Price, less the Deposit paid by the Buyer;
- (e) **"Bank"** means an authorised deposit-taking institution within the meaning of the *Banking Act 1959* (Cth);
- (f) **"Bank Cheque"**:
 - (i) includes a cheque drawn by a building society or credit union on itself; and
 - (ii) does not include a cheque drawn by a building society or credit union on a Bank;
- (g) **"Bond"** means a bond under the *Residential Tenancies and Rooming Accommodation Act 2008*;
- (h) **"Building Inspector"** means a person licensed to carry out completed residential building inspections under the *Queensland Building and Construction Commission Regulation 2018*;
- (i) **"Business Day"** means a day other than:
 - (i) a Saturday or Sunday;
 - (ii) a public holiday or special holiday in the Place for Settlement; and
 - (iii) a day in the period 27 to 31 December (inclusive);
- (j) **"CGT Withholding Amount"** means the amount determined under section 14-200(3)(a) of the Withholding Law or, if a copy is provided to the Buyer prior to settlement, a lesser amount specified in a variation notice under section 14-235;
- (k) **"Contract Date"** or **"Date of Contract"** means:
 - (i) the date inserted in the Reference Schedule as the Contract Date; or
 - (ii) if no date is inserted, the date on which the last party signs this contract;
- (l) **"Court"** includes any tribunal established under statute;
- (m) **"Digitally Sign"** and **"Digital Signature"** have the meaning in the ECNL;
- (n) **"ECNL"** means the Electronic Conveyancing National Law (Queensland);
- (o) **"Electronic Conveyancing Documents"** has the meaning in the *Land Title Act 1994*;
- (p) **"Electronic Lodgement"** means lodgement of a document in the Land Registry in accordance with the ECNL;
- (q) **"Electronic Settlement"** means settlement facilitated by an ELNO System;
- (r) **"Electronic Signature"** means an electronic method of signing that identifies the person and indicates their intention to sign the contract;
- (s) **"Electronic Workspace"** means a shared electronic workspace within the ELNO System nominated by the Seller that allows the Buyer and Seller to effect Electronic Lodgement and Financial Settlement;
- (t) **"ELNO"** has the meaning in the ECNL;
- (u) **"ELNO System"** means a system provided by an ELNO capable of facilitating Financial Settlement and Electronic Lodgement in Queensland;
- (v) **"Encumbrances"** includes:
 - (i) registered encumbrances;
 - (ii) Unregistered Encumbrances; and
 - (iii) Security Interests;
- (w) **"Enforcement Notice"** means any valid notice or order by any competent authority or Court requiring work to be done or money spent in relation to the Property;
- (x) **"Essential Term"** includes, in the case of breach by:
 - (i) the Buyer: clauses 2.1, 3.1, 3.2, 3.3, 5.1 and 6.1; and
 - (ii) the Seller: clauses 3.2, 3.3, 5.5(1) and 6.1; but nothing in this definition precludes a Court from finding other terms to be essential;
- (y) **"Extension Notice"** means a notice under clause 6.2(1);
- (z) **"Financial Institution"** means a Bank, building society or credit union;
- (aa) **"Financial Settlement"** means the exchange of value between Financial Institutions facilitated by an ELNO System in accordance with the Financial Settlement Schedule;
- (bb) **"Financial Settlement Schedule"** means the electronic settlement schedule within the Electronic Workspace listing the source accounts and destination accounts;
- (cc) **"General Purpose Socket Outlet"** means an electrical socket outlet as defined in the *Electrical Safety Regulation 2013*;
- (dd) **"GST"** means the goods and services tax under the GST Act;
- (ee) **"GST Act"** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and includes other GST related legislation;
- (ff) **"GST Withholding Amount"** means the amount (if any) determined under section 14-250 of the Withholding Law required to be paid to the Commissioner of Taxation;
- (gg) **"Improvements"** means all fixed structures on the Lot and includes all items fixed to them (such as stoves, hot water systems, fixed carpets, curtains, blinds and their fittings, clothes lines, fixed satellite dishes and television antennae, in-ground plants) but does not include the Reserved Items;
- (hh) **"Keys"** means keys, codes or devices in the Seller's possession or control for all locks or security systems on the Property or necessary to access the Property;
- (ii) **"Outgoings"** means rates or charges on the Lot by any competent authority (for example, council rates, water rates, fire service levies) but excludes land tax if the Reference Schedule provides that *No adjustment is to be made for land tax*;
[Note: the definition of Outgoings is modified by clauses 12.2(2)(a), 13.2(2)(a) where applicable]
- (jj) **"Pest Inspector"** means a person licensed to undertake termite inspections on completed buildings under the *Queensland Building and Construction Commission Regulation 2018*;

- (kk) **"Place for Settlement"** means:
- (i) where the Seller is represented by a solicitor who has an office in Queensland, the city or town in Queensland in which the office of the Seller's Solicitor is located;
 - (ii) otherwise, within the Brisbane Central Business District;
- (ll) **"Pool Compliance Certificate"** means:
- (i) a Pool Safety Certificate under section 231C(a) of the *Building Act 1975*; or
 - (ii) a building certificate that may be used instead of a Pool Safety Certificate under section 246AN(2) of the *Building Act 1975*; or
 - (iii) an exemption from compliance on the grounds of impracticality under section 245B of the *Building Act 1975*;
- (mm) **"PPSR"** means the Personal Property Securities Register established under *Personal Property Securities Act 2009* (Cth);
- (nn) **"Property"** means:
- (i) the Lot;
 - (ii) the Improvements; and
 - (iii) the Included Chattels;
- [Note: the definition of Property is modified by clause 12.2(2)(b) or 13.2(2)(b) where applicable]
- (oo) **"Rent"** means any periodic amount payable under the Tenancies;
- (pp) **"Reserved Items"** means the Excluded Fixtures and all chattels on the Lot other than the Included Chattels;
- (qq) **"Residential Tenancy Agreement"** has the meaning in the RTRA Act;
- (rr) **"Rooming Accommodation Agreement"** has the meaning in the RTRA Act;
- (ss) **"RTRA Act"** means the *Residential Tenancies and Rooming Accommodation Act 2008*;
- (tt) **"Security Interests"** means all security interests registered on the PPSR over Included Chattels and Improvements;
- (uu) **"Seller Disclosure Statement"** means the disclosure statement and prescribed certificates given by the Seller to the Buyer under section 99(1) of the *Property Law Act 2023* (if applicable) before the Buyer signed this contract;
- (vv) **"Services"** means infrastructure for the provision of services including water, gas, electricity, telecommunications, sewerage or drainage;
- (ww) **"Site Value"** means:
- (i) in the case of non-rural land, the site value under the *Land Valuation Act 2010*; or
 - (ii) in the case of rural land, the unimproved value under the *Land Valuation Act 2010*;
- (xx) **"Smoke Alarm Requirement Provision"** has the meaning in section 147W of the *Fire Services Act 1990*;
- (yy) **"Transfer Documents"** means:
- (i) the form of transfer under the *Land Title Act 1994* required to transfer title in the Lot to the Buyer; and
 - (ii) any other document to be signed by the Seller necessary for stamping or registering the transfer;
- (zz) **"Transport Infrastructure"** has the meaning defined in the *Transport Infrastructure Act 1994*;
- (aaa) **"Unregistered Encumbrance"** has the meaning in the *Property Law Regulation 2024*; and
- (bbb) **"Withholding Law"** means Schedule 1 to the *Taxation Administration Act 1953* (Cth).

2. DEPOSIT

2.1 Payment of Deposit

- (1) The Buyer must pay the Deposit to the Deposit Holder at the times shown in the Reference Schedule. The Deposit Holder will hold the Deposit until a party becomes entitled to it.
- (2) The Buyer will be in default if it:
 - (a) does not pay the Deposit when required;
 - (b) pays the Deposit by a post-dated cheque; or
 - (c) pays the Deposit by cheque which is dishonoured on presentation.
- (3) Subject to clause 2.1(4), if the Buyer:
 - (a) effects an electronic transaction to pay all or part of the Deposit to the account of Deposit Holder on a day;
 - (b) provides written evidence to the Deposit Holder that the electronic transaction has occurred; and
 - (c) does not take any action to defer the payment to the Deposit Holder to a later day,
 the payment is taken to be received by the Deposit Holder on the day the Buyer effects the electronic transaction even if, because of circumstances beyond the Buyer's control, the payment to the Deposit Holder's account happens on a later day.
- (4) If the Buyer has complied with clause 2.1(3) but the Deposit Holder has not received the payment by the due date:
 - (a) the Seller may give the Buyer notice that the payment has not been received by the Deposit Holder; and
 - (b) if the payment has not been paid into the account of the Deposit Holder by 5pm on the date 2 Business Days after the Seller's notice under clause 2.1(4)(a) is given to the Buyer then clause 2.1(3) will not apply and the Buyer will be in default.
- (5) The Seller may recover from the Buyer as a liquidated debt any part of the Deposit which is not paid when required.

2.2 Investment of Deposit

If:

- (1) the Deposit Holder is instructed by either the Seller or the Buyer; and
 - (2) it is lawful to do so;
- the Deposit Holder must:
- (3) invest as much of the Deposit as has been paid with any Financial Institution in an interest-bearing account in the names of the parties;
 - (4) provide the parties' tax file numbers to the Financial Institution (if they have been supplied); and
 - (5) provide the parties with an account statement in respect of the account in which the Deposit is held:
 - (a) at 30 June of each year; and
 - (b) when the Deposit Holder pays the Deposit to the party entitled to it.

2.3 Entitlement to Deposit and Interest

- (1) The party entitled to receive the Deposit is:
 - (a) if this contract settles, the Seller;
 - (b) if this contract is terminated without default by the Buyer, the Buyer; and
 - (c) if this contract is terminated owing to the Buyer's default, the Seller.
- (2) The interest on the Deposit must be paid to the person who is entitled to the Deposit.
- (3) The person who is entitled to the Deposit is presently entitled to the interest on the Deposit. Until settlement or termination of this contract, the Seller is presently entitled to the interest on the Deposit.
- (4) If this contract is terminated, and the Buyer is entitled to the Deposit:

- (a) the Buyer must reimburse the Seller for any tax paid by the Seller as a result of an earlier present entitlement to interest on the Deposit; and
 - (b) the Buyer has no further claim once it receives the Deposit and any interest on the Deposit, unless the termination is due to the Seller's default or breach of warranty.
- (5) The Deposit is invested at the risk of the party who is ultimately entitled to it.

3. PURCHASE PRICE

3.1 Payment of Balance Purchase Price

On the Settlement Date, the Buyer must pay the Balance Purchase Price:

- (a) for an Electronic Settlement, by electronic funds transfer as directed by the Seller's Solicitor and/or the Seller's mortgagee in the Financial Settlement Schedule; or
- (b) otherwise, by Bank Cheque as the Seller or the Seller's Solicitor directs.

3.2 Foreign Residents Capital Gains Tax Withholding

- (1) Clause 3.2 applies if both the following apply:
 - (a) the sale is not an excluded transaction under s14-215 of the Withholding Law; and
 - (b) the Seller has not given the Buyer on or before settlement for each person comprising the Seller either:
 - (i) an ATO Clearance Certificate; or
 - (ii) a variation notice under s14-235 of the Withholding Law, which remains current at the Settlement Date, varying the CGT Withholding Amount to nil.
- (2) The Buyer must lodge a Foreign Resident Capital Gains Withholding Purchaser Notification Form with the ATO for each person comprising the Buyer and give copies to the Seller with the payment reference numbers (PRN) on or before settlement.
- (3) If settlement is to be effected by Electronic Settlement, at settlement the Financial Settlement Schedule must specify payment of the CGT Withholding Amount to the account nominated by the Commissioner of Taxation.
- (4) If settlement is not an Electronic Settlement:
 - (a) for clause 3.1(b), the Seller irrevocably directs the Buyer to draw a Bank Cheque for the CGT Withholding Amount in favour of the Commissioner of Taxation or, if the Buyer's Solicitor requests, the Buyer's Solicitor's Trust Account;
 - (b) the Seller must return the Bank Cheque in paragraph (a) to the Buyer's Solicitor (or if there is no Buyer's Solicitor, the Buyer) at settlement; and
 - (c) the Buyer must pay the CGT Withholding Amount to the ATO in accordance with section 14-200 of the Withholding Law and give the Seller evidence that it has done so within 2 Business Days of settlement occurring.
- (5) For clause 3.2(1) and section 14-215 of the Withholding Law, the market value of the CGT asset is taken to be the Purchase Price less any GST included in the Purchase Price for which the Buyer is entitled to an input tax credit unless:
 - (a) the Property includes items in addition to the Lot and Improvements; and
 - (b) no later than 2 Business Days before the Settlement Date, the Seller gives the Buyer a valuation of the Lot and Improvements prepared by a registered valuer,
 in which case the market value of the Lot and Improvements will be as stated in the valuation.

3.3 GST Withholding

- (1) If the Buyer is required to pay the GST Withholding Amount to the Commissioner of Taxation at settlement pursuant to section 14-250 of the Withholding Law:
 - (a) the Seller must give the Buyer a notice in accordance with section 14-255(1) of the Withholding Law;
 - (b) prior to settlement the Buyer must lodge with the ATO:
 - (i) a *GST Property Settlement Withholding Notification* form ("Form 1"); and
 - (ii) a *GST Property Settlement Date Confirmation* form ("Form 2");
 - (c) on or before settlement, the Buyer must give the Seller copies of:
 - (i) the Form 1;
 - (ii) confirmation from the ATO that the Form 1 has been lodged specifying the Buyer's lodgement reference number and payment reference number;
 - (iii) confirmation from the ATO that the Form 2 has been lodged; and
 - (iv) a completed ATO payment slip for the Withholding Amount.
- (2) The Buyer is taken to have complied with clause 3.3(1)(b) and 3.3(1)(c) if the Form 1 is lodged through the Electronic Workspace and the Form 2 is shown as pending settlement (however described).
- (3) If settlement is to be effected by Electronic Settlement, at settlement the Financial Settlement Schedule must specify payment of the GST Withholding Amount to the account nominated by the Commissioner of Taxation.
- (4) If settlement is not an Electronic Settlement:
 - (a) the Seller irrevocably directs the Buyer to draw a Bank Cheque for the GST Withholding Amount in favour of the Commissioner of Taxation and deliver it to the Seller at settlement; and
 - (b) the Seller must pay the GST Withholding Amount to the ATO in compliance with section 14-250 of the Withholding Law promptly after settlement.
- (5) The Buyer warrants that the statements made by the Buyer in the Reference Schedule under GST Withholding Obligations are true and correct.

3.4 Adjustments

- (1) Rent and Outgoings must be apportioned between the parties in accordance with clauses 3.4, 3.5 and 3.6 and any adjustments paid and received on settlement so that:
 - (a) the Seller is liable for Outgoings and is entitled to Rent up to and including the Settlement Date; and
 - (b) the Buyer is liable for Outgoings and is entitled to Rent after the Settlement Date.
- (2) Upon written request by the Buyer, the Seller will, before settlement, give the Buyer a written statement, supported by reasonable evidence, of:
 - (a) all Outgoings and all Rent for the Property to the extent they are not capable of discovery by search or enquiry at any office of public record or pursuant to the provisions of any statute; and
 - (b) any other information which the Buyer may reasonably require for the purpose of calculating or apportioning any Outgoings or Rent under this clause 3.4.

If the Seller becomes aware of a change to the information provided the Seller will as soon as practicable provide the updated information to the Buyer.

3.5 Outgoings

- (1) Subject to clauses 3.5(2), 3.5(4), 3.5(5) and 3.5(6), Outgoings for periods including the Settlement Date must be adjusted:
 - (a) for those paid, on the amount paid;
 - (b) for those assessed but unpaid, on the amount payable (excluding any discount); and
 - (c) for those not assessed:
 - (i) on the amount the relevant authority advises will be assessed (excluding any discount); or
 - (ii) if no advice on the assessment to be made is available, on the amount of the latest separate assessment (excluding any discount).
- (2) If there is no separate assessment of rates for the Lot at the Settlement Date and the Local Government informs the Buyer that it will not apportion rates between the Buyer and the Seller, then:
 - (a) the amount of rates to be adjusted is that proportion of the assessment equal to the ratio of the area of the Lot to the area of the parcel in the assessment; and
 - (b) if an assessment of rates includes charges imposed on a "per lot" basis, then the portion of those charges to be adjusted is the amount assessed divided by the number of lots in that assessment.
- (3) The Seller is liable for land tax assessed on the Lot for the financial year current at the Settlement Date. If land tax is unpaid at the Settlement Date and the Queensland Revenue Office advises that it will issue a final clearance for the Lot on payment of a specified amount, then:
 - (a) if settlement is to be effected by Electronic Settlement, at settlement the Financial Settlement Schedule must specify payment of the specified amount to the account nominated by the Commissioner of State Revenue;
 - (b) otherwise, the Seller irrevocably directs the Buyer to draw a Bank Cheque for the specified amount from the Balance Purchase Price at settlement and the Buyer must pay it promptly to the Queensland Revenue Office.
- (4) If the Reference Schedule states that:
 - (a) *Land tax is to be adjusted on a single holding basis*, land tax must be adjusted on the assessment that the Queensland Revenue Office would issue to the Seller for the land tax year current at the Settlement Date if the Lot was the Seller's only land; or
 - (b) *Land tax is to be adjusted on the Seller's actual land tax liability*, land tax must be adjusted on the actual assessment that the Queensland Revenue Office has issued or will issue to the Seller for the land tax year current at the Settlement Date.
- (5) For clause 3.5(4), if there is no separate Site Value for the Lot, the land tax for the Lot shall be calculated on a notional Site Value equal to:

$$SV \times \frac{LA}{PA}$$

where:

SV means the Site Value of the land which includes the Lot and has a separate Site Value (the "**Parent Lot**")

LA means the area of the Lot

PA means the area of the Parent Lot.

[Note: this clause is modified by clauses 12.4 and 13.4 where applicable]

- (6) Any Outgoings assessable on the amount of water used must be adjusted on the charges that would be assessed on the total water usage for the assessment period, determined by assuming that the actual rate of usage shown by the meter reading made before settlement continues throughout the assessment period. The Buyer must obtain and pay for the meter reading.
- (7) If any Outgoings are assessed but unpaid at the Settlement Date, then:
 - (a) if settlement is to be effected by Electronic Settlement, at settlement the Financial Settlement Schedule must specify payment of the amount payable to the relevant authority;
 - (b) otherwise, the Seller irrevocably directs the Buyer to draw a Bank Cheque for the amount payable from the Balance Purchase Price at settlement and pay it promptly to the relevant authority.

If an amount is deducted under this clause, the relevant Outgoing will be treated as paid at the Settlement Date for the purposes of clause 3.5(1).

3.6 Rent

- (1) Rent for any rental period ending on or before the Settlement Date belongs to the Seller and is not adjusted at settlement.
- (2) Unpaid Rent for the rental period including both the Settlement Date and the following day ("**Current Period**") is not adjusted until it is paid.
- (3) Rent already paid for the Current Period or beyond must be adjusted at settlement.
- (4) If Rent payments are reassessed after the Settlement Date for periods including the Settlement Date, any additional Rent payment from a Tenant or refund due to a Tenant must be apportioned under clauses 3.6(1), 3.6(2) and 3.6(3).
- (5) Payments under clause 3.6(4) must be made within 14 days after notification by one party to the other but only after any additional payment from a Tenant has been received.

3.7 Cost of Bank Cheques

If settlement is not an Electronic Settlement:

- (a) the cost of Bank Cheques payable at settlement:
 - (i) to the Seller or its mortgagee are the responsibility of the Buyer; and
 - (ii) to parties other than the Seller or its mortgagee are the responsibility of the Seller and the Seller will reimburse this cost to the Buyer as an adjustment at settlement; and
- (b) the Seller is not entitled to require payment of the Balance Purchase Price by means other than Bank Cheque without the consent of the Buyer.

4. CONDITIONS

4.1 Finance

- (1) This contract is conditional on the Buyer obtaining approval of a loan for the Finance Amount from the Financier by the Finance Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain approval.
- (2) The Buyer must give notice to the Seller that:
 - (a) approval has not been obtained by the Finance Date and the Buyer terminates this contract; or
 - (b) the finance condition has been either satisfied or waived by the Buyer.
- (3) The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 4.1(2) by 5pm on the Finance Date. This is the Seller's only remedy for the Buyer's failure to give notice.

- (4) The Seller's right under clause 4.1(3) is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 4.1(2).

4.2 Building and Pest Inspection

- (1) This contract is conditional upon the Buyer obtaining a written building report from a Building Inspector and a written pest report from a Pest Inspector (which may be a single report) on the Property by the Inspection Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain the reports (subject to the right of the Buyer to elect to obtain only one of the reports).
- (2) The Buyer must give notice to the Seller that:
 - (a) a satisfactory Inspector's report under clause 4.2(1) has not been obtained by the Inspection Date and the Buyer terminates this contract. The Buyer must act reasonably; or
 - (b) clause 4.2(1) has been either satisfied or waived by the Buyer.
- (3) If the Buyer terminates this contract and the Seller asks the Buyer for a copy of the building and pest reports, the Buyer must give a copy of each report to the Seller without delay.
- (4) The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 4.2(2) by 5pm on the Inspection Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- (5) The Seller's right under clause 4.2(4) is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 4.2(2).

4.3 Consent to Transfer of State Lease

- (1) If the Lot sold is leasehold, this contract is conditional on the Seller obtaining any necessary consent to the transfer of the lease to the Buyer by the Settlement Date.
- (2) The Seller must apply for the consent required as soon as possible.
- (3) The Buyer must do everything reasonably required to help obtain this consent.

[Note: If clause 12.3 or 13.3 applies, the contract is also conditional on the Buyer's satisfaction with the Body Corporate's records]

5. SETTLEMENT

5.1 Time and Date

Settlement must occur by 4pm AEST on the Settlement Date.

5.2 Electronic Settlement

- (1) Settlement must be effected by Electronic Settlement unless the form of transfer under the *Land Title Act 1994* required to transfer title in the Lot to the Buyer is not a required instrument to which section 5(1) of the *Land Title Regulation 2022* applies other than as a result of section 5(2)(a)(ii).
- (2) If settlement is to be effected by Electronic Settlement:
 - (a) the Seller must nominate the ELNO System to be used for the Electronic Settlement. Despite clause 11.3(9), the Seller may nominate the ELNO System by sending or accepting an invitation to an Electronic Workspace in an ELNO System;
 - (b) clause 5.2(2)(a) does not prevent the Buyer using an ELNO System which is interoperable with the ELNO System nominated by the Seller;
 - (c) the parties must:
 - (i) ensure that the Electronic Workspace is completed and all Electronic Conveyancing Documents and the Financial Settlement Schedule are Digitally Signed prior to settlement; and

- (ii) do everything else required in the Electronic Workspace or otherwise to enable settlement to occur on the Settlement Date;
- (d) if the parties cannot agree on a time for settlement, the time to be nominated in the Electronic Workspace is 4pm AEST;
- (e) if any part of the Purchase Price is to be paid to discharge an Outgoing:
 - (i) the Buyer may, by notice in writing to the Seller, require that the amount is paid to the Buyer's Solicitor's trust account and the Buyer is responsible for paying the amount to the relevant authority;
 - (ii) for amounts to be paid to destination accounts other than the Buyer's Solicitor's trust account, the Seller must give the Buyer a copy of the current account for the Outgoing to enable the Buyer to verify the destination account details in the Financial Settlement Schedule;
- (f) if the Deposit is required to discharge any Encumbrance or pay an Outgoing at settlement:
 - (i) the Deposit Holder must, if directed by the Seller at least 2 Business Days before settlement, pay the Deposit (and any interest accrued on investment of the Deposit) less commission as clear funds to the Seller's Solicitor;
 - (ii) the Buyer and the Seller authorise the Deposit Holder to make the payment in clause 5.2(2)(f)(i);
 - (iii) the Seller's Solicitor will hold the money as Deposit Holder under the Contract;
 - (iv) the Seller and Buyer authorise the Seller's Solicitor to pay the money as directed by the Seller in accordance with the Financial Settlement Schedule;
- (g) each party must pay its own fees and charges of using the relevant ELNO System for Electronic Settlement;
- (h) a party is not in default to the extent it is prevented from complying with an obligation because the other party or the other party's Financial Institution has done or not done something in the Electronic Workspace (for example, failing to complete details necessary to enable the other party to complete or sign the Electronic Workspace);
- (i) any rights under the contract or at law to terminate the contract may not be exercised during the time the Electronic Workspace is locked for Electronic Settlement; and
- (j) Electronic Settlement is taken to occur when Financial Settlement is effected, whether or not Electronic Lodgement has occurred.

5.3 Place for Settlement

- (1) An Electronic Settlement will be deemed to take place in the Place for Settlement.
- (2) If the settlement is not an Electronic Settlement, subject to clause 5.3(3), settlement must be effected in the Place for Settlement at the office of a solicitor, Financial Institution or settlement agent nominated by the Seller.
- (3) If the Seller has not nominated an office under clause 5.3(2) or the parties have not otherwise agreed where settlement is to occur by 5pm on the date 2 Business Days before the Settlement Date, section 76(2)(b) of the *Property Law Act 2023* applies.

5.4 Transfer Documents

If the settlement is not an Electronic Settlement:

- (a) the Transfer Documents must be prepared by the Buyer and delivered to the Seller a reasonable time before the Settlement Date; and
- (b) if the Buyer pays the Seller's reasonable expenses, it may require the Seller to produce the Transfer Documents at the Queensland Revenue Office nearest the Place for Settlement for stamping before settlement.

5.5 Documents and Keys at Settlement

- (1) In exchange for payment of the Balance Purchase Price and the documents to be provided by the Buyer under clause 12.6 or 13.6 (if applicable), the Seller must deliver to the Buyer at settlement:
 - (a) unstamped Transfer Documents capable of immediate registration after stamping; and
 - (b) any instrument necessary to release any Encumbrance over the Property in compliance with the Seller's obligation in clause 7.2; and
 - (c) if requested by the Buyer not less than 2 Business Days before the Settlement Date, the Keys; and
 - (d) if there are Tenancies:
 - (i) the Seller's copy of any Tenancy agreements;
 - (ii) a notice to each Tenant advising of the sale in the form required by law; and
 - (iii) any notice required by law to transfer to the Buyer the Seller's interest in any Bond; and
 - (e) if the Property has been subject to a Residential Tenancy Agreement or Rooming Accommodation Agreement at any time within the period of 12 months before the Contract Date:
 - (i) for any Tenancies, evidence of the day of the last rent increase for each part of the Property before those Tenancies were entered into; and
 - (ii) for any part of the Property not subject to a Tenancy at settlement, evidence of the day of the last rent increase for that part of the Property,sufficient to satisfy section 93A or 105C of the RTRA Act; and
 - (f) a copy of a current Pool Compliance Certificate for each regulated pool on the Lot unless:
 - (i) the Seller has given the Buyer a current (at the time it was given) Pool Compliance Certificate before settlement; or
 - (ii) the Seller has given the Buyer a notice under section 28 of the *Building Regulation 2021* (Notice of No Pool Safety Certificate) before entry into this contract; and
 - (g) if clause 10.8 applies, a Tax Invoice.
- (2) If the Keys are not required to be delivered at Settlement under clause 5.5(1)(c), the Seller must deliver the Keys to the Buyer on or before settlement. The Seller may discharge its obligation under this provision by authorising the Seller's Agent to release the Keys to the Buyer.
- (3) For an Electronic Settlement, the Seller will be taken to have complied with clause 5.5(1) if:
 - (a) in relation to documents which are suitable for Electronic Lodgement in the Land Registry at settlement, the documents are Digitally Signed within the Electronic Workspace; and

- (b) in relation to any other document or thing, the Seller's Solicitor:
 - (i) confirms in writing prior to settlement that it holds all relevant documents which are not suitable for Electronic Lodgement and all Keys (if requested under clause 5.5(1)(c)) in escrow on the terms contained in the QLS E-Conveyancing Guidelines; and
 - (ii) gives a written undertaking to send the documents and Keys (if applicable) to the Buyer or Buyer's Solicitor no later than 2 Business Days after settlement; and
 - (iii) if requested by the Buyer, provides copies of documents in the Seller's Solicitor's possession.

5.6 Assignment of Covenants and Warranties

At settlement, the Seller assigns to the Buyer the benefit of all:

- (1) covenants by the Tenants under the Tenancies;
- (2) guarantees and Bonds (subject to the requirements of the RTRA Act) supporting the Tenancies;
- (3) manufacturer's warranties regarding the Included Chattels; and
- (4) builders' warranties on the Improvements, to the extent they are assignable. However, the right to recover arrears of Rent is not assigned to the Buyer and section 140 of the *Property Law Act 2023* does not apply.

5.7 Possession of Property

On the Settlement Date, in exchange for the Balance Purchase Price, the Seller must give the Buyer vacant possession of the Lot and the Improvements except for the Tenancies.

5.8 Title to Included Chattels

Title to the Included Chattels passes at settlement.

5.9 Removal of Reserved Items

- (1) The Seller must remove the Reserved Items from the Property before settlement.
- (2) The Seller must repair at its expense any damage done to the Property in removing the Reserved Items. If the Seller fails to do so, the Buyer may repair that damage.
- (3) Any Reserved Items not removed before settlement will be considered abandoned and the Buyer may, without limiting its other rights, complete this contract and appropriate those Reserved Items or dispose of them in any way.
- (4) The Seller indemnifies the Buyer against any damages and expenses resulting from the Buyer's actions under clauses 5.9(2) or 5.9(3).

6. TIME

6.1 Time of the Essence

Time is of the essence of this contract, except regarding any agreement between the parties on a time of day for settlement before 4pm.

6.2 Extension of Settlement Date

- (1) Despite clause 6.1, either party may, at any time up to 4pm on the Settlement Date, extend the Settlement Date by giving a notice under this clause (an "**Extension Notice**") nominating a new date for settlement which must be no later than 5 Business Days after the Scheduled Settlement Date.
- (2) The Settlement Date will be the date specified in the Extension Notice and time is of the essence in respect of this date.

- (3) More than one Extension Notice may be given under clause 6.2(1) but the new date for settlement nominated in an Extension Notice may not be a date later than 5 Business Days after the Scheduled Settlement Date.
- (4) In this clause 6.2, "**Scheduled Settlement Date**" means the Settlement Date specified in the Reference Schedule as extended:
 - (a) under section 79, 80 or 81 of the *Property Law Act 2023*;
 - (b) under clause 6.3; or
 - (c) by agreement of the parties, but excluding any extension of the Settlement Date as a result of the operation of this clause 6.2.

6.3 Extension of Settlement Date – Late Unsigning

- If:
- (a) the Settlement is an Electronic Settlement;
 - (b) the unsigning of a party to the Electronic Workspace occurs between 3pm and 4pm on the Settlement Date due to a change made to the Electronic Workspace by another party to the Electronic Workspace;
 - (c) any party to the Electronic Workspace has not re-signed the Workspace by 4pm; and
 - (d) the Settlement Date has not previously been extended under this clause 6.3,

the Settlement Date will be automatically extended to the following Business Day, unless otherwise agreed by the Buyer and Seller and time is of the essence in respect of this date.

7. MATTERS AFFECTING THE PROPERTY

7.1 Title

The Lot is sold subject to:

- (a) any reservations or conditions on the title or the original Deed of Grant (if freehold); or
- (b) the Conditions of the State Lease (if leasehold).

7.2 Encumbrances

The Property is sold free of all Encumbrances other than the Title Encumbrances and Tenancies.

7.3 Requisitions

The Buyer may not deliver any requisitions or enquiries on title.

7.4 Seller's Warranties

- (1) Subject to clause 7.8, the Seller warrants that, at the Contract Date:
 - (a) there is no outstanding enforcement notice under section 248 of the *Building Act 1975* or section 168 of the *Planning Act 2016* that affects the Property;
 - (b) there is no outstanding show cause notice under section 246AG(1) or 247 of the *Building Act 1975* or section 167 of the *Planning Act 2016* that affects the Property;
 - (c) the Seller has not received any other communication from a competent authority that may lead to the issue of a notice referred to in clause 7.4(1)(a), 7.4(1)(b) or an Enforcement Notice;
 - (d) there are no current or threatened claims or proceedings which may lead to a Court order or writ of execution affecting the Property;
 - (e) there is no outstanding obligation on the Seller to give notice to the administering authority under the *Environmental Protection Act 1994* of a notifiable activity being conducted on the Lot; and

- (f) the Seller is not aware of any facts or circumstances that may lead to the Lot being classified as contaminated land within the meaning of the *Environmental Protection Act 1994*.
- (2) Subject to clause 7.8, the Seller warrants that, at settlement:
 - (a) if the Lot is freehold: it will be the registered owner of an estate in fee simple in the Lot and will own the rest of the Property;
 - (b) if the Lot is leasehold: it will be the registered lessee, the lease is not liable to forfeiture because of default under the lease, and it will own the rest of the Property;
 - (c) it will be capable of completing this contract (unless the Seller dies or becomes mentally incapable after the Contract Date); and
 - (d) there will be no unsatisfied Court order or writ of execution affecting the Property.
- (3) Subject to clause 7.8, if the Seller breaches a warranty in clause 7.4(1) or 7.4(2), without limiting any other remedy, the Buyer may terminate this contract by notice to the Seller given before settlement.
- (4) The Seller warrants that:
 - (a) the statements made by the Seller in the Reference Schedule under Residential Tenancy Agreements and Rooming Accommodation Agreements are true and correct; and
 - (b) if there are Tenancies, the current rent complies with the requirements of sections 91 and 93 of the RTRA Act, as those sections applied on the date of each Tenancy.
- (5) If the Seller's warranty in clause 7.4(4) is incorrect, the Buyer's only remedy against the Seller is for compensation. The Buyer may not delay settlement or withhold any part of the Balance Purchase Price because of any compensation claim under clause 7.4(5).
- (6) The Seller does not warrant that the Present Use is lawful.

7.5 Survey and Mistake

- (1) The Buyer may survey the Lot.
- (2) If:
 - (a) there is an error in the boundaries or area of the Lot;
 - (b) there is an encroachment by structures onto or from the Lot;
 - (c) there are Services that pass through the Lot which do not service the Lot and are not protected by any Encumbrance to which this sale is subject; or
 - (d) there is a mistake or omission in this contract in describing the Property or the Seller's title to it, which is material, the Buyer may terminate this contract by notice to the Seller given before settlement.
- (3) If a matter referred to in clause 7.5(2) is:
 - (a) immaterial; or
 - (b) material, but the Buyer elects to complete this contract,

the Buyer's only remedy against the Seller is for compensation, but only if claimed by the Buyer in writing on or before settlement.
- (4) The Buyer may not delay settlement or withhold any part of the Balance Purchase Price because of any compensation claim under clause 7.5(3).

7.6 Requirements of Authorities

- (1) Any Enforcement Notice issued before the Contract Date must be fully complied with by the Seller before the Settlement Date unless details of the Enforcement Notice were disclosed to the Buyer in accordance with clause 7.8.
- (2) If the Seller fails to comply with clause 7.6(1), the Buyer is entitled to claim the reasonable cost of complying with the Enforcement Notice from the Seller after settlement as a debt.
- (3) The Buyer must comply with any Enforcement Notice:
 - (a) issued on or after the Contract Date; or
 - (b) issued before the Contract Date if details of the Enforcement Notice were disclosed to the Buyer in accordance with clause 7.8.
- (4) However, if any Enforcement Notice referred to in clause 7.6(3) is required to be complied with before the Settlement Date:
 - (a) the Seller must comply with the Enforcement Notice; and
 - (b) at settlement, the Buyer must pay the reasonable costs incurred by the Seller in doing so,unless the Buyer directs the Seller not to and indemnifies the Seller against any liability incurred for failure to comply with the Enforcement Notice.
- (5) Nothing in this clause 7.6 limits any claim for a breach of the Seller's warranties in clauses 7.4(1)(a), (b) and (c).

7.7 Property Adversely Affected

- (1) Subject to clause 7.8, if at the Contract Date:
 - (a) the Present Use is not lawful under the relevant planning scheme;
 - (b) the Lot is affected by a proposal of any competent authority to alter the dimensions of any Transport Infrastructure or locate Transport Infrastructure on the Lot;
 - (c) access to the Lot passes unlawfully through other land;
 - (d) any Services to the Lot which pass through other land are not protected by a registered easement, building management statement or by statutory authority;
 - (e) any competent authority has issued a current notice of intention to resume, regarding any part of the Lot;
 - (f) there is an outstanding condition of a development approval attaching to the Lot under section 73 of the *Planning Act 2016* or section 96 of the *Economic Development Queensland Act 2012* which, if complied with, would constitute a material mistake or omission in the Seller's title under clause 7.5(2)(d);
 - (g) the Property is affected by the *Queensland Heritage Act 1992* or is included in the World Heritage List; or
 - (h) the Property is declared acquisition land under the *Queensland Reconstruction Authority Act 2011*,the Buyer may terminate this contract by notice to the Seller given before settlement.
- (2) If the Buyer settles this contract, the Buyer will be treated as having accepted the Property subject to all of the matters referred to in clause 7.7(1).

7.8 Effect of Pre-Contract Disclosure

- (1) Clauses 7.4(1), 7.4(2), 7.5, 7.6(1) and 7.7 do not apply to the extent that any relevant fact or circumstance has been disclosed by the Seller to the Buyer:
 - (a) in this contract; or
 - (b) in the Seller Disclosure Statement; or
 - (c) otherwise in writing before the Buyer signed this contract.
- (2) If the Seller is required to comply with section 99 of the *Property Law Act 2023* in relation to this contract:
 - (a) the Buyer may not terminate the contract under clause 7.4(3) for a breach of the Seller's warranties in clauses 7.4(1)(a) and 7.4(1)(b); and
 - (b) clauses 7.7(1)(e) and (g) do not apply.

[Note in this case the Buyer's rights are governed by section 104 of the Property Law Act 2023]

7.9 Compliant Smoke Alarms

- (1) The Seller must install smoke alarms in any domestic dwelling on or comprising the Lot in accordance with the Smoke Alarm Requirement Provision by the Settlement Date.
- (2) If the Seller fails to comply with clause 7.9(1), the Buyer is entitled to an adjustment at settlement equal to 0.15% of the Purchase Price but only if claimed by the Buyer in writing on or before settlement. This is the Buyers only remedy for non-compliance with clause 7.9(1).
- (3) Nothing in this clause requires the Seller to provide evidence of compliance with clause 7.9(1).

7.10 Dividing Fences

Notwithstanding any provision in the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011*, the Seller need not contribute to the cost of building any dividing fence between the Lot and any adjoining land owned by it. The Buyer waives any right to claim contribution from the Seller.

7.11 Authority for Buyer's Searches

The Seller authorises the Buyer to inspect records held by any authority, including Security Interests on the PPSR, relating to the Property.

8. RIGHTS AND OBLIGATIONS UNTIL SETTLEMENT

8.1 Risk

The Property is at the Buyer's risk from 5pm on the first Business Day after the Contract Date.

8.2 Access

After reasonable notice to the Seller, the Buyer and its consultants may enter the Property:

- (1) once to read any meter;
- (2) for inspections under clause 4.2;
- (3) once to value the Property;
- (4) once to carry out an inspection for smoke alarms installed in any domestic dwelling on or comprising the Lot; and
- (5) once to inspect the Property before settlement.

8.3 Seller's Obligations After Contract Date

- (1) The Seller must use the Property reasonably until settlement. The Seller must not do anything regarding the Property or Tenancies that may significantly alter them or result in later expense for the Buyer.
- (2) The Seller must promptly upon receiving any notice, proceeding or order that affects the Property or requires work or expenditure on the Property, give a copy to the Buyer.

- (3) Without limiting clause 8.3(1), the Seller must not without the prior written consent of the Buyer, give any notice or seek or consent to any order that affects the Property or make any agreement affecting the Property that binds the Buyer.

8.4 Information Regarding the Property

Upon written request of the Buyer but in any event before settlement, the Seller must give the Buyer:

- (1) copies of all documents relating to any unregistered interests in the Property;
- (2) full details of the Tenancies to allow the Buyer to properly manage the Property after settlement, including the following documents if requested by the Buyer at least 7 days before settlement and provided the documents are in the Seller's possession:
 - (a) the entry condition report;
 - (b) the most recent routine inspection report;
 - (c) the RTA Form 2 Bond Lodgement form; and
 - (d) the current Tenant's tenancy application;
- (3) sufficient details (including the date of birth of each Seller who is an individual) to enable the Buyer to undertake a search of the PPSR;
- (4) the Local Government rate account number for the Lot; and
- (5) further copies or details if those previously given cease to be complete and accurate.

8.5 Possession Before Settlement

If possession is given before settlement:

- (1) the Buyer must maintain the Property in substantially its condition at the date of possession, fair wear and tear excepted;
- (2) entry into possession is under a licence personal to the Buyer revocable at any time and does not:
 - (a) create a relationship of landlord and tenant; or
 - (b) waive the Buyer's rights under this contract;
- (3) the Buyer must insure the Property to the Seller's satisfaction; and
- (4) the Buyer indemnifies the Seller against any expense or damages incurred by the Seller as a result of the Buyer's possession of the Property.

9. PARTIES' DEFAULT

9.1 Seller and Buyer May Affirm or Terminate

- (1) If the Seller or Buyer, as the case may be, fails to comply with an Essential Term, or makes a fundamental breach of an intermediate term, the Seller (in the case of the Buyer's default) or the Buyer (in the case of the Seller's default) may affirm or terminate this contract under this clause.
- (2) Clause 9.1 does not limit any other right or remedy of the parties including those under this Contract or any right at law or in equity.

9.2 If Seller Affirms

If the Seller affirms this contract under clause 9.1, it may sue the Buyer for:

- (1) damages;
- (2) specific performance; or
- (3) damages and specific performance.

9.3 If Buyer Affirms

If the Buyer affirms this contract under clause 9.1, it may sue the Seller for:

- (1) damages;
- (2) specific performance; or
- (3) damages and specific performance.

9.4 If Seller Terminates

If the Seller terminates this contract under clause 9.1, it may do all or any of the following:

- (1) resume possession of the Property;
- (2) forfeit the Deposit and any interest earned;
- (3) sue the Buyer for damages;
- (4) resell the Property.

9.5 If Buyer Terminates

If the Buyer terminates this contract under clause 9.1, it may do all or any of the following:

- (1) recover the Deposit and any interest earned;
- (2) sue the Seller for damages.

9.6 Seller's Resale

- (1) If the Seller terminates this contract and resells the Property, the Seller may recover from the Buyer as liquidated damages:
 - (a) any deficiency in price on a resale; and
 - (b) its expenses connected with any repossession, any failed attempt to resell, and the resale, provided the resale settles within 2 years of termination of this contract.
- (2) Any profit on a resale belongs to the Seller.

9.7 Seller's Damages

The Seller may claim damages for any loss it suffers as a result of the Buyer's default, including its legal costs on an indemnity basis.

9.8 Buyer's Damages

The Buyer may claim damages for any loss it suffers as a result of the Seller's default, including its legal costs on an indemnity basis.

9.9 Interest on Late Payments

- (1) The Buyer must pay interest at the Default Interest Rate:
 - (a) on any amount payable under this contract which is not paid when due; and
 - (b) on any judgement for money payable under this contract.
- (2) Interest continues to accrue:
 - (a) under clause 9.9(1)(a), from the date it is due until paid; and
 - (b) under clause 9.9(1)(b), from the date of judgement until paid.
- (3) Any amount payable under clause 9.9(1)(a) in respect of a period prior to settlement must be paid by the Buyer at settlement. If this contract is terminated or if any amount remains unpaid after settlement, interest continues to accrue.
- (4) Nothing in this clause affects any other rights of the Seller under this contract or at law.

10. GST

10.1 Definitions

- (1) Words and phrases defined in the GST Act have the same meaning in this contract unless the context indicates otherwise.
- (2) A reference to a party paying an amount of GST, or receiving an Input Tax Credit, includes that amount being paid or received by its Representative Member, Joint Venture Operator or other similar person.

10.2 No GST is payable or Purchase Price includes GST

If the GST section of the Reference Schedule specifies that *No GST is payable or Purchase Price includes GST* or is not completed, this clause 10.2 applies and the Buyer is not obliged to pay any additional amount to the Seller on account of GST on the Supply of the Property.

10.3 Purchase Price Does Not Include GST

If the GST section of the Reference Schedule specifies that *the Buyer must pay GST in addition to the Purchase Price*, this clause 10.3 applies and the Buyer must on the Settlement Date pay to the Seller in addition to the Purchase Price an amount equivalent to the amount payable by the Seller as GST on the Supply of the Property.

10.4 Margin Scheme

If the GST section of the Reference Schedule specifies *Margin Scheme* this clause 10.4 applies and:

- (1) the Purchase Price includes the Seller's liability for GST on the Supply of the Property. The Buyer is not obliged to pay any additional amount to the Seller on account of GST on the Supply of the Property.
- (2) the Seller:
 - (a) must apply the Margin Scheme to the Supply of the Property; and
 - (b) warrants that the Margin Scheme is able to be applied;
- (3) if the Seller breaches clause 10.4(2)(a) or its warranty under clause 10.4(2)(b) then:
 - (a) the Buyer may terminate this contract if it becomes aware of the breach prior to the Settlement Date;
 - (b) if the Buyer does not terminate this contract under clause 10.4(3)(a) or does not become aware of the breach until after the Settlement Date, it must pay to the Seller an amount equal to the Input Tax Credit which the Buyer will receive for GST payable for the Supply of the Property. Payment must be made when the Buyer receives the benefit of the Input Tax Credit;
 - (c) the Buyer is entitled to compensation from the Seller for any loss incurred as a result of the breach of clause 10.4(2).

10.5 Going Concern

If the GST section of the Reference Schedule specifies *Going Concern* this clause 10.5 applies and:

- (1) the Purchase Price does not include any amount for GST;
- (2) the parties agree the Supply of the Property is a Supply (or part of a Supply) of a Going Concern;
- (3) the Seller warrants that:
 - (a) between the Contract Date and the Settlement Date the Seller will carry on the Enterprise; and
 - (b) the Property (together with any other things that must be provided by the Seller to the Buyer at the Settlement Date under a related agreement for the same Supply) is all of the things necessary for the continued operation of the Enterprise;
- (4) the Buyer warrants that at the Settlement Date it is Registered or Required to be Registered under the GST Act;
- (5) if either of the warranties in clause 10.5(3) is breached:
 - (a) the Buyer may terminate this contract if it becomes aware of the breach prior to the Settlement Date;
 - (b) if the Buyer does not terminate this contract then, at the Settlement Date, the Buyer must pay to the Seller the amount payable by the Seller as GST on the Supply of the Property;

- (c) if the Buyer does not become aware of the breach until after the Settlement Date, it must pay to the Seller an amount equal to the Input Tax Credit which the Buyer will receive for GST payable in respect of the Supply of the Property. Payment must be made when the Buyer receives the benefit of the Input Tax Credit;
 - (d) the Buyer is entitled to compensation from the Seller for any loss incurred as a result of the breach of the warranty;
- (6) if the warranty in clause 10.5(4) is not correct the Buyer must pay to the Seller an amount equal to the GST payable in respect of the Supply of the Property, including any interest and penalties payable by the Seller in respect of this Supply. Payment must be made at the Settlement Date or, if settlement has occurred, immediately upon receipt of a Tax Invoice in accordance with clause 10.8;
- (7) if for any reason other than a breach of a warranty by the Seller or the Buyer this transaction is not a Supply of a Going Concern, the Buyer must pay to the Seller the amount payable by the Seller as GST on the Supply of the Property. Payment must be made at the Settlement Date or, if settlement has occurred, immediately upon receipt of a Tax Invoice in accordance with clause 10.8.

10.6 Farm Land

If the GST section of the Reference Schedule specifies *Farm Land* this clause 10.6 applies and:

- (1) the Purchase Price does not include any amount for GST;
- (2) the parties agree the Supply of the Property is a Supply (or part of a Supply) of farm land for farming;
- (3) the Seller warrants that:
 - (a) a Farming Business has been carried on the Property for at least five years preceding the day of the Supply; and
 - (b) the Farming Business will continue until the day of the Supply.
- (4) the Buyer warrants that it intends to carry on a Farming Business on the Property;
- (5) if either of the warranties in clause 10.6(3) is breached:
 - (a) the Buyer may terminate this contract if it becomes aware of the breach prior to the Settlement Date;
 - (b) if the Buyer does not terminate this contract then, at the Settlement Date, the Buyer must pay to the Seller the amount payable by the Seller as GST on the Supply of the Property;
 - (c) if the Buyer does not become aware of the breach until after the Settlement Date, it must pay to the Seller an amount equal to the Input Tax Credit which the Buyer will receive for GST payable in respect of the Supply of the Property. Payment must be made when the Buyer receives the benefit of the Input Tax Credit;
 - (d) the Buyer is entitled to compensation from the Seller for any loss incurred as a result of the breach of the warranty;
- (6) if the warranty in clause 10.6(4) is not correct the Buyer must pay to the Seller an amount equal to the GST payable in respect of the Supply of the Property, including any interest and payables payable by the Seller in respect of this Supply. Payment must be made at the Settlement Date or, if settlement has occurred, immediately upon receipt of a Tax Invoice in accordance with clause 10.8;

- (7) if for any reason other than a breach of a warranty by the Seller or the Buyer this transaction is not a Supply of farm land for farming, the Buyer must pay to the Seller the amount payable by the Seller as GST on the Supply of the Property. Payment must be made at the Settlement Date or, if settlement has occurred, immediately upon receipt of a Tax Invoice in accordance with clause 10.8.

10.7 Adjustments

- (1) Where this contract requires an adjustment or apportionment of Outgoings or Rent, that adjustment or apportionment must be made to:
 - (a) the amount of the Outgoing, exclusive of any GST for which an Input Tax Credit may be claimed; and
 - (b) the amount of Rent or profit excluding an amount of GST which must be paid to the Australian Taxation Office.
- (2) The GST payable under clause 10.3 is correspondingly increased or decreased by any subsequent adjustment to the amount of GST for the Supply for which the Supplier is liable, however caused.

10.8 Tax Invoice

Where GST is payable on the Supply of the Property, the Seller must give to the Buyer a Tax Invoice at the Settlement Date or on any later date on which the Buyer is required to pay GST under clause 10.5 or 10.6.

10.9 Remedies

The remedies provided in clauses 10.4(3), 10.5(5), 10.5(6), 10.6(5) and 10.6(6) are in addition to any other remedies available to the aggrieved party.

11. GENERAL

11.1 Foreign Buyer Approval

The Buyer warrants that either:

- (a) the Buyer's purchase of the Property is not a notifiable action; or
- (b) the Buyer has received a no objection notification, under the *Foreign Acquisitions and Takeovers Act 1975*.

11.2 Duty

The Buyer must pay all duty on this contract.

11.3 Notices

- (1) Notices under this contract must be in writing.
- (2) Notices under this contract or notices required to be given by law may be given and received by the party's solicitor.
- (3) Notices under this contract or notices required to be given by law may be given by:
 - (a) delivering or posting to the other party or its solicitor; or
 - (b) sending it to the email address of the other party or its solicitor stated in the Reference Schedule (or another email address notified by the recipient to the sender).
- (4) Subject to clause 11.3(5), a notice given after this contract is entered into in accordance with clause 11.3(3) will be treated as given:
 - (a) 5 Business Days after posting; or
 - (b) if sent by email, at the time it is sent.
- (5) Notices given by personal delivery or by email between 5pm on a Business Day (the "first Business Day") and 9am on the next Business Day (the "second Business Day") will be treated as given or delivered at 9am on the second Business Day.
- (6) If two or more notices are treated as given at the same time under clause 11.3(5), they will be treated as given in the order in which they were sent or delivered.

- (7) Notices or other written communications by a party's solicitor (for example, varying the Inspection Date, Finance Date or Settlement Date) will be treated as given with that party's authority.
- (8) Subject to the requirements of any law, for the purposes of clause 11.3(3)(b) and clause 11.5 the notice or information may be contained within an email, as an attachment to an email or located in an electronic repository accessible by the recipient by clicking a link in an email.
- (9) A communication given using a messaging system in an ELNO System is not a notice for the purpose of this contract.

11.4 Electronic Signing

If this contract is signed by any person using an Electronic Signature, the Buyer and the Seller:

- (a) agree to enter into this contract in electronic form; and
- (b) consent to either or both parties signing the contract using an Electronic Signature.

11.5 Pre-contract Disclosure

The Buyer consents to the Seller's use of electronic communication to give any notice or information required by law to be given to the Buyer (including a Seller Disclosure Statement) which was given before the Buyer signed this contract.

11.6 Business Days

- (1) If the Settlement Date, Finance Date or Inspection Date fall on a day that is not a Business Day, then it falls on the next Business Day.
- (2) If anything else (other than payment of all or part of the Deposit) is required to be done on a day that is not a Business Day, it must be done instead on the next Business Day.

11.7 Rights After Settlement

Despite settlement and registration of the transfer, any term of this contract that can take effect after settlement or registration remains in force.

11.8 Further Acts

If requested by the other party, each party must, at its own expense, do everything reasonably necessary to give effect to this contract.

11.9 Severance

If any term or part of a term of this contract is or becomes legally ineffective, invalid or unenforceable in any jurisdiction it will be severed and the effectiveness, validity or enforceability of the remainder will not be affected.

11.10 Interpretation

(1) Plurals and Genders

Reference to:

- (a) the singular includes the plural and the plural includes the singular;
- (b) one gender includes each other gender;
- (c) a person includes a body corporate; and
- (d) a party includes the party's executors, administrators, successors and permitted assigns.

(2) Parties

- (a) If a party consists of more than one person, this contract binds them jointly and each of them individually.
- (b) A party that is a trustee is bound both personally and in its capacity as a trustee.

(3) Acts and Regulations

Reference to an Act, regulation or statutory form includes all amendments, consolidations or replacements of them.

(4) **Inconsistencies**

If there is any inconsistency between any provision added to this contract and the printed provisions, the added provision prevails.

(5) **Headings**

Headings are for convenience only and do not form part of this contract or affect its interpretation.

(6) **Calculating Time**

If anything is permitted or required to be done:

- (a) a number of days or Business Days before a specified date, the date by which that thing may or must be done is to be calculated excluding the specified date;

Example: if the Settlement Date falls on a Friday, 2 days before the Settlement Date is Wednesday.

- (b) "at least" a number of days or Business Days before a specified date or a clear number of days or Business Days before a specified date, the date by which that thing may or must be done is to be calculated excluding the specified date and excluding the day on which the thing may or must be done;

Example: if the Settlement Date falls on a Friday, at least 2 days before the Settlement Date or 2 clear days before the Settlement Date is Tuesday.

- (c) a number of days or Business Days after a specified date, the date by which that thing may or must be done is to be calculated excluding the specified date.

Example: if the Contract Date falls on a Monday, 2 days after the Contract Date is Wednesday.

11.11 Counterparts

- (1) This contract may be executed in two or more counterparts, all of which will together be deemed to constitute one and the same contract.
- (2) A counterpart may be electronic and signed using an Electronic Signature.

12. ADDITIONAL PROVISIONS FOR COMMUNITY TITLE LOTS

12.1 When clause applies

This clause 12 applies if the Lot is a lot in a community titles scheme under the *Body Corporate and Community Management Act 1997*.

12.2 Additional Definitions

- (1) The following additional definitions apply:

- (a) "**Body Corporate**" means the body corporate of the Scheme.
- (b) "**Body Corporate Debt**" has the meaning in the Regulation Module but excludes the Body Corporate Levies for the period which includes the Settlement Date;
- (c) "**Body Corporate Levies**" means regular periodic contributions levied on the owner of the Lot (including, if applicable, levied under an exclusive use by-law) excluding any Special Contribution;
- (d) "**Exclusive Use Area**" means part of the common property for the Scheme allocated to the Lot under an exclusive use by-law;
- (e) "**Principal Body Corporate**" means, where the Scheme is a subsidiary scheme in a layered arrangement of community titles schemes, the body corporate for each higher scheme;
- (f) "**Scheme**" means the community titles scheme containing the Lot;
- (g) "**Scheme Land**" means the scheme land (as defined in the *Body Corporate and Community Management Act 1997*) for the Scheme;

- (h) "**Special Contribution**" means an amount levied by the Body Corporate on the owner of the Lot under the Regulation Module for a liability for which no provision or inadequate provision has been made in the budget of the Body Corporate;

- (i) "**Regulation Module**" means the regulation module for the Scheme.

- (2) The following definitions in clause 1.1 are modified as stated:

- (a) "**Outgoings**" also includes Body Corporate Levies;
- (b) "**Property**" also includes the right to any Exclusive Use Areas except in clause 7.4(2)(a);
- (c) "**Reserved Items**" also includes all chattels in the Exclusive Use Areas which are not Included Chattels.

- (3) For clauses 3.5(1)(c)(i) and 3.5(7) the references to "authority" include the Body Corporate.

- (4) Words and phrases defined in the *Body Corporate and Community Management Act 1997* have the same meaning in clause 12 unless the context indicates otherwise.

12.3 Body Corporate Records Inspection

- (1) This contract is conditional upon the Buyer being satisfied that it will not be materially prejudiced by any circumstances discovered on an inspection of the Body Corporate's records by the Records Inspection Date. The Buyer must take all reasonable steps to inspect the records.
- (2) The Buyer must give notice to the Seller that:
- (a) the Buyer:
- (i) despite taking all reasonable steps has been unable to inspect the Body Corporate's records by the Records Inspection Date; or
- (ii) is not satisfied with its inspection in accordance with 12.3(1), and the Buyer terminates this contract; or
- (b) clause 12.3(1) has been either satisfied or waived by the Buyer.
- (3) If the Buyer terminates this contract and the Seller asks the Buyer for further details the Buyer must give written reasons to the Seller without delay.
- (4) The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 12.3(2) by 5pm on the Records Inspection Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- (5) The Seller's right under clause 12.3(4) is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 12.3(2).

12.4 Adjustment of Land Tax

- (1) For clause 3.5(4), the Site Value of the Lot will be calculated in accordance with section 29 of the *Land Tax Act 2010*.
- (2) If there is no separate Site Value for the Scheme Land, clause 3.5(5) applies as if each reference to the Lot was a reference to the Scheme Land.

12.5 Body Corporate Debts

- (1) The Seller is liable for:
- (a) any Special Contribution for which a levy notice has been issued on or before the Contract Date; and
- (b) any other Body Corporate Debt (including any penalty or recovery cost resulting from non-payment of a Body Corporate Debt) owing in respect of the Lot at settlement.

- (2) The Buyer is liable for any Special Contribution levied after the Contract Date.
- (3) If an amount payable by the Seller under clause 12.5(1) is unpaid at the Settlement Date:
 - (a) for an Electronic Settlement, at settlement the Financial Settlement Schedule must specify payment of the relevant amount to the Body Corporate;
 - (b) otherwise, the Buyer may deduct the relevant amount from the Balance Purchase Price at settlement and must pay it promptly to the Body Corporate.
- (4) For the purposes of clause 12.5(1), an amount payable under an exclusive use by-law will be treated as levied on the date it is due.

12.6 Notice of purchase to Body Corporate

- (1) The Buyer must:
 - (a) complete and sign a *BCCM Form 8 Information for body corporate roll ("Form 8")* and provide a copy to the Seller on or before settlement; and
 - (b) provide the Form 8 to the Body Corporate promptly after settlement.
- (2) If the Buyer fails to comply with clause 12.6(1)(b), the Buyer authorises the Seller to provide the copy of the Form 8 to the Body Corporate.

12.7 Title

For clause 7.1, the Lot is also sold subject to the *Body Corporate and Community Management Act 1997*, the by-laws of the Body Corporate and, if the Scheme is a subsidiary scheme, the by-laws of each body corporate which apply to the Scheme.

12.8 Encumbrances

For clause 7.2, the Property is also sold subject to the statutory easements implied by Part 6A of the *Land Title Act 1994* and interests registered on the common property for the Scheme.

12.9 Seller's Additional Warranties

- (1) The Seller warrants that at the Contract Date, except as disclosed in this contract or the Seller Disclosure Statement:
 - (a) the Seller:
 - (i) has not received notice of a meeting of the Body Corporate to consider; and
 - (ii) is not aware of a resolution of the Body Corporate, consenting to the recording of a new community management statement for the Scheme differing from the community management statement recorded for the Scheme at the Contract Date; and
 - (b) all necessary Body Corporate consents to improvements made to common property and which benefit the Lot or the registered owner of the Lot are in force; and
 - (c) the Seller has not received notice of a by-law contravention relating to the Lot from the Body Corporate or a Principal Body Corporate which has not been fully complied with or otherwise remains in effect.
- (2) If the Seller breaches a warranty in clause 12.9(1) and, as a result, the Buyer is materially prejudiced, the Buyer may terminate this contract by notice to the Seller given before settlement but may not claim damages or compensation.
- (3) Clauses 12.9(1) and 12.9(2) do not restrict any statutory rights the Buyer may have which cannot be excluded by this contract.

12.10 Body Corporate Meetings

- (1) The Seller must promptly give the Buyer a copy of:
 - (a) any notice it receives of a proposed meeting of the Body Corporate and any Principal Body Corporate to be held after the Contract Date; and
 - (b) resolutions passed at that meeting and prior to settlement.
- (2) The Buyer may terminate this contract by notice in writing to the Seller given before settlement if it is materially prejudiced by any resolution of the Body Corporate or a Principal Body Corporate passed after the Contract Date other than a resolution, details of which are disclosed to the Buyer in this contract or in the Seller Disclosure Statement.
- (3) In clause 12.10(2) a resolution includes a decision of the Body Corporate Committee to consent to recording a new community management statement.
- (4) If the Buyer is not given a copy of the resolutions before settlement, it may sue the Seller for damages.

12.11 Property Adversely Affected

For clause 7.7(1)(b), (c), (d) and (e), references to the Lot are taken to include any part of the Scheme Land.

13. ADDITIONAL PROVISIONS FOR BUGTA LOTS

13.1 When clause applies

This clause 13 applies if the Lot is a lot in a Parcel to which the *Building Units and Group Titles Act 1980* applies.

13.2 Additional Definitions

- (1) The following additional definitions apply:
 - (a) "**Body Corporate**" means the body corporate under the *Building Units and Group Titles Act 1980* for the Parcel;
 - (b) "**Body Corporate Debt**" has the same meaning as 'relevant body corporate debt' in section 41A of the *Building Units and Group Titles Act 1980* but excludes the Body Corporate Levies for the period which includes the Settlement Date;
 - (c) "**Body Corporate Levies**" means regular periodic contributions levied on the owner of the Lot (including, if applicable, levied under an exclusive use by-law) excluding any Special Contribution;
 - (d) "**Exclusive Use Area**" means part of the common property of the Parcel allocated to the Lot under an exclusive use by-law;
 - (e) "**Parcel**" has the meaning in the *Building Units and Group Titles Act 1980*;
 - (f) "**Principal Body Corporate**" means:
 - (i) a body corporate under the Relevant Specified Act of which the Body Corporate is a member; and
 - (ii) a body corporate under the Relevant Specified Act of which a body corporate in paragraph (i) is a member;
 - (g) "**Relevant Specified Act**" means whichever of the following applies to the Lot and the Parcel:
 - (i) the *Integrated Resort Development Act 1987*; or
 - (ii) the *Mixed Use Development Act 1993*; or
 - (iii) the *Registration of Plans (H.S.P. (Nominees) Pty. Limited) Enabling Act 1980*; or
 - (iv) the *Registration of Plans (Stage 2) (H.S.P. (Nominees) Pty. Limited) Enabling Act 1984*; or
 - (v) the *Sanctuary Cove Resort Act 1985*;

- (h) “**Section 53 Notice**” means the form of notice of transfer of the Lot under section 53(2)(a) of the *Building Units and Group Titles Act 1980*;
 - (i) “**Special Contribution**” means an amount levied by the Body Corporate on the owner of the Lot under section 32(1) of the *Building Units and Group Titles Act 1980* which is not a regular periodic contribution.
- (2) The following definitions in clause 1.1 are modified as stated:
- (a) “**Outgoings**” also includes Body Corporate Levies;
 - (b) “**Property**” also includes the right to any Exclusive Use Areas except in clause 7.4(2)(a);
 - (c) “**Reserved Items**” also includes all chattels in the Exclusive Use Areas which are not Included Chattels.
- (3) For clauses 3.5(1)(c)(i) and 3.5(7) the references to “authority” include the Body Corporate.
- (4) Words and phrases defined in the *Building Units and Group Titles Act 1980* have the same meaning in this contract unless the context indicates otherwise.

13.3 Body Corporate Records Inspection

- (1) This contract is conditional upon the Buyer being satisfied that it will not be materially prejudiced by any circumstances discovered on an inspection of the Body Corporate’s records by the Records Inspection Date. The Buyer must take all reasonable steps to inspect the records.
- (2) The Buyer must give notice to the Seller that:
 - (a) the Buyer:
 - (i) despite taking all reasonable steps has been unable to inspect the Body Corporate’s records by the Records Inspection Date; or
 - (ii) is not satisfied with its inspection in accordance with clause 13.3(1), and the Buyer terminates this contract; or
 - (b) clause 13.3(1) has been either satisfied or waived by the Buyer.
- (3) If the Buyer terminates this contract and the Seller asks the Buyer for further details the Buyer must give written reasons to the Seller without delay.
- (4) The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 13.3(2) by 5pm on the Records Inspection Date. This is the Seller’s only remedy for the Buyer’s failure to give notice.
- (5) The Seller’s right under clause 13.3(4) is subject to the Buyer’s continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 13.3(2).

13.4 Adjustment of Land Tax

- (1) For clause 3.5(4), the Site Value of the Lot will be calculated in accordance with section 29 of the *Land Tax Act 2010*.
- (2) If there is no separate Site Value for the Parcel, clause 3.5(5) applies as if each reference to the Lot was a reference to the Parcel.

13.5 Body Corporate Debts

- (1) The Seller is liable for:
 - (a) any Special Contribution for which a levy notice has been issued on or before the Contract Date; and
 - (b) any other Body Corporate Debt (including any penalty or recovery cost resulting from non-payment of a Body Corporate Debt) owing in respect of the Lot at settlement.
- (2) The Buyer is liable for any Special Contribution levied after the Contract Date.

- (3) If an amount payable by the Seller under clause 13.5(1) is unpaid at the Settlement Date,
 - (a) for an Electronic Settlement, at settlement the Financial Settlement Schedule must specify payment of the relevant amount to the Body Corporate;
 - (b) otherwise, the Buyer may deduct the specified amount from the Balance Purchase Price at settlement and must pay it promptly to the Body Corporate.
- (4) For the purposes of clause 13.5(1), an amount payable under an exclusive use by-law will be treated as levied on the date it is due.

13.6 Section 53 Notices

- (1) The Buyer must:
 - (a) complete and sign Section 53 Notice and provide a copy to the Seller on or before settlement; and
 - (b) provide the Section 53 Notice to the Body Corporate promptly after settlement.
- (2) If the Buyer fails to comply with clause 13.6(1)(b), the Buyer authorises the Seller to provide the copy of the Section 53 Notice to the Body Corporate.

13.7 Title

For clause 7.1, the Lot is also sold subject to the *Building Units and Group Titles Act 1980*, the Relevant Specified Act, the by-laws of the Body Corporate and any other by-laws under the Relevant Specified Act which apply to the Parcel.

13.8 Encumbrances

For clause 7.2, the Property is also sold subject to:

- (a) the easements implied or created by sections 15 to 17 of the *Building Units and Group Titles Act 1980*;
- (b) the easements implied or created by the Relevant Specified Act; and
- (c) interests registered on the common property for the Parcel.

13.9 Seller’s Additional Warranties

- (1) The Seller warrants that at the Contract Date, except as disclosed in this contract or the Seller Disclosure Statement:
 - (a) the Seller:
 - (i) has not received notice of a meeting of the Body Corporate to consider; and
 - (ii) is not aware of a resolution of the Body Corporate, to amend, add to or repeal the by-laws for the Parcel as recorded on the plan for the Parcel at the Contract Date;
 - (b) all Body Corporate consents to improvements made to common property and which benefit the Lot or the registered owner of the Lot are in force; and
 - (c) the Seller has not received notice of a by-law contravention relating to the Lot from the Body Corporate or a Principal Body Corporate which has not been fully complied with or otherwise remains in effect.
- (2) If the Seller breaches a warranty in clause 13.9(1), and, as a result, the Buyer is materially prejudiced, the Buyer may terminate this contract by notice to the Seller given before settlement but may not claim damages or compensation.
- (3) Clauses 13.9(1) and 13.9(2) do not restrict any statutory rights the Buyer may have which cannot be excluded by this contract.

13.10 Body Corporate Meetings

- (1) The Seller must promptly give the Buyer a copy of:
 - (a) any notice it receives of a proposed meeting of the Body Corporate or a Principal Body Corporate to be held after the Contract Date; and
 - (b) resolutions passed at that meeting and prior to settlement.
- (2) The Buyer may terminate this contract by notice in writing to the Seller given before settlement if:
 - (a) a resolution of the Body Corporate or a Principal Body Corporate is passed after the Contract Date; and
 - (b) the Buyer would be materially prejudiced if required to settle this contract, unless details of the resolution were disclosed to the Buyer in this contract or the Seller Disclosure Statement.

13.11 Property Adversely Affected

For clause 7.7(1)(b), (c), (d) and (e), references to the Lot are taken to include any part of the Parcel.