

09 October 2025

Lynda Sinnya
50 / 1 Grenada Way
PARREARRA QLD 4575

Ref

Fee 84.10 Paid

Archers the Strata Professionals Pty Ltd
ABN: 41 053 213 693

Please find enclosed a Body Corporate Certificate pursuant to Section 205 of the Body Corporate and Community Management Act 1997. The figures contained within the certificate are current as of today's date and are subject to change.

The fee charged of \$84.10 will allow for the Certificate to be provided within 5 business days. Please note these charges are prescribed under the relevant legislation.

If you require an updated Certificate within 3 months at the prescribed fee or financial documents prior to settlement, these can be ordered from our website
<https://abcm.com.au/forms/>

Should you require any further information please contact our office.

Yours faithfully,



Body Corporate Manager
For the Secretary

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 09/10/2025

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

LEEWARD KAWANA ISLAND

CTS No. **31882**

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: **Sean Poole-Warren**

Phone: **07 5458 4500**

Company: **Archers the Strata Professionals**

Email: **sunshinecoast@abcm.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: **50**

Plan type and number: **149947**

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
05/11/03	00001	Car park - bylaw 32 Area 1 on sketch A	Car Park
05/11/03	00010	Car Park - bylaw 32, Area 10 on sketch A	Car park
05/11/03	00011	Car Park - Bylaw 32 Area 11 on sketch A	Car park
05/11/03	00012	Car Park - bylaw 32 Area 12 on sketch A	Car Park
05/11/03	00013	Car Park, bylaw 32 - Area 13 on Sketch A	Car Park
05/11/03	00014	Car Park - bylaw 32 Area 14 on sketch A	Car Park
05/11/03	00015	Car Park - bylaw 32 Area 15 on Sketch A	Car Park
05/11/03	00016	Car Park - bylaw 32 Area 16 on sketch A	Car Park
05/11/03	00017	Car Park - bylaw 32 Area 17 on sketch A	Car Park
05/11/03	00018	Car Park - bylaw 32 Area 18 on sketch A	Car Park
05/11/03	00019	Car Park - bylaw 32 Area 19 on sketch A	Car Park
05/11/03	00002	Car Park - bylaw 32 Area 2 on sketch A	Car Park
05/11/03	00020	Car Park - bylaw 32 Area 20 on sketch A	Car Park

given with this certificate and listed below

Date of Resolution	Lot	Description	Conditions
05/11/03	00021	Car Park - bylaw 32 Area 21 on sketch A	Car Park
05/11/03	00022	Car Park - bylaw 32 Area 22 on sketch A	Car Park
05/11/03	00023	Car Park - bylaw 32 Area 23 on sketch A	Car Park
05/11/03	00024	Car Park - bylaw 32 Area 24 on sketch A	Car Park
05/11/03	00025	Car Park - Area 25 on sketch A	Car Park
05/11/03	00026	Car Park - bylaw 32 Area 26 on sketch A	Car Park
05/11/03	00027	Car Park - bylaw 32 Area 27 on sketch A	Car Park
05/11/03	00028	Car Park - bylaw 32 Area 28 on sketch A	Car Park
05/11/03	00029	Car Park - bylaw 32 Area 29 on sketch A	Car Park
05/11/03	00003	Car Park - bylaw 32 Area 3 on sketch A	Car Park
05/11/03	00030	Car Park - Bylaw 32 Area 30 on Sketch A	Car Park
05/11/03	00031	Car Park - bylaw 32 Area 31 on sketch A	Car Park
05/11/03	00032	Car Park - Area 32 on sketch A	Car Park
05/11/03	00033	Car Park - Area 33 on sketch A	Car Park
05/11/03	00034	Car Park - Area 34 on sketch A	Car Park
05/11/03	00035	Car Park - Area 35 on sketch A	Car Park
05/11/03	00036	Car Park - Area 36 on sketch A	Car Park
05/11/03	00037	Car Park - Area 37 on sketch A	Car Park
05/11/03	00038	Car Park - Area 38 on Sketch A	Car Park
05/11/03	00039	Car Park - Area 39 on sketch A	Car Park
05/11/03	00004	Car Park - Area 4 on sketch A	Car Park
05/11/03	00040	Car Park - Area 40 on sketch A	Car Park
05/11/03	00041	Car Park - Area 41 on sketch A	Car Park
05/11/03	00042	Car Park - Area 42 on sketch A	Car Park
05/11/03	00043	Car Park - Area 43 on sketch A	Car Park
05/11/03	00044	Car Park - Area 44 on sketch A	Car Park
05/11/03	00045	Car Park - Area 45 on sketch A	Car Park
05/11/03	00046	Car Park - Area 46 on sketch A	Car Park
05/11/03	00047	Car Park - Area 47 on sketch A	Car Park
05/11/03	00048	Car Park - Area 48 on sketch A	Car Park
05/11/03	00049	Car Park - Area 49 on sketch A	Car Park
05/11/03	00005	Car Park - Area 5 on sketch A	Car Park
05/11/03	00050	Car Park - Area 50 on sketch A	Car Park
05/11/03	00051	Car Park - Area 51 on sketch A	Car Park
05/11/03	00052	Car Park- Area 52 on sketch A	Car Park
05/11/03	00053	Car Park - Area 53 on sketch A	Car Park
05/11/03	00054	Car Park - Area 54 on sketch A	Car Park
05/11/03	00055	Car Park - Area 55 on sketch A	Car Park
05/11/03	00056	Car Park - Area 56 on sketch A	Car Park
05/11/03	00006	Car Park - Area 6 on sketch A	Car Park
05/11/03	00007	Car Park - Area 7 on sketch A	Car Park
05/11/03	00008	Car Park - Area 8 on sketch A	Car Park
05/11/03	00009	Car Park - Area 9 on sketch A	Car Park
05/11/03	00001	Bylaw 33- Area A on sketch B	Court Yard
05/11/03	00010	Bylaw 33 - Area F on sketch B	Court Yard
05/11/03	00011	Bylaw 33 - Area G on sketch B	Court Yard
05/11/03	00012	Bylaw 33 - Area H on Sketch B	Court Yard
05/11/03	00013	Bylaw 34 - Area 13A on sketch C	Storage
05/11/03	00017	Bylaw 34 - Area I sketch B	Courtyard
05/11/03	00018	Bylaw 34 - Area J on sketch B	Courtyard

given with this certificate and listed below

Date of Resolution	Lot	Description	Conditions
05/11/03	00019	bylaw 34 - Area K on sketch B	Courtyard
05/11/03	00002	Bylaw 33 - Area B on sketch B	Courtyard
05/11/03	00020	Bylaw 33 - Area L on sketch B	Courtyard
05/11/03	00021	bylaw 33 - Area M on sketch B	Courtyard
05/11/03	00003	bylaw 33 - Area C on sketch B	Courtyard
05/11/03	00030	bylaw 34 - Area 30A on sketch C	Storage
05/11/03	00037	Bylaw 34 - Area 37A on sketch C	Storage
05/11/03	00004	Bylaw 34 - Area D on Sketch B	Courtyard
05/11/03	00040	Bylaw 33 - Area 40A on sketch C	Storage
05/11/03	00042	Bylaw 33 - Area N on sketch B	Storage
05/11/03	00044	Bylaw 34 - Area 44A on sketch C	Storage
05/11/03	00048	Bylaw 34 - Area 48a on sketch C	Storage
05/11/03	00052	Bylaw 34- Area 52A on sketch C	Storage
05/11/03	00009	Bylaw 33 - Area E on sketch B	Courtyard
05/11/03	00010	Bylaw 34 - Area 10A on Sketch C	Storage
05/11/03	00004	Storage - Area 4A on sketch C	Storage
05/11/03	00008	Storage - Area 8A on sketch C	Storage

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: **12.00**

Total contribution schedule lot entitlements for all lots: **751.00**

Interest schedule

Interest schedule lot entitlement for the lot: **462.00**

Total interest schedule lot entitlements for all lots: **24,801.00**

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 **50** for the current financial year: \$ **\$6,436.38**

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

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

Monthly penalty for overdue contributions (if applicable): **1.67** %

Due date	Amount due	Amount due if discount applied	Paid
01/11/24	1,534.67	1,227.74	25/10/24
01/02/25	1,534.67	1,227.74	28/01/25
01/05/25	1,683.48	1,346.78	24/04/25
01/08/25	1,683.56	1,346.85	28/07/25
01/11/25	1,609.09	1,287.27	
01/02/26	1,609.09	1,287.27	

Amount overdue **Nil**

Amount Unpaid including amounts billed not yet due **\$1,609.09**

Sinking fund contributions

Total amount of contributions (before any discount) for lot **50** for the current financial year: \$ **\$4,613.86**

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

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

Monthly penalty for overdue contributions (if applicable): **1.67** %

Due date	Amount due	Amount due if discount applied	Paid
01/11/24	1,098.54	878.83	25/10/24
01/02/25	1,098.54	878.83	28/01/25

Sinking fund contributions

Total amount of contributions (before any discount) for lot **50** for the current financial year: \$ **\$4,613.86**

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

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

Monthly penalty for overdue contributions (if applicable): **1.67** %

Due date	Amount due	Amount due if discount applied	Paid
01/05/25	1,208.40	966.72	24/04/25
01/08/25	1,208.38	966.70	28/07/25
01/11/25	1,153.46	922.77	
01/02/26	1,153.46	922.77	

Amount overdue **\$0.00**

Amount Unpaid including amounts billed not yet due **\$1,153.46**

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): **1.67** %

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) **\$2,281.74**

Number of instalments: **3** (outlined below)

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

Monthly penalty for overdue contributions (if applicable): **1.67** %

Due date	Amount due	Amount due if discount applied	Paid
12/03/25	760.58	760.58	12/03/25
12/06/25	760.58	760.58	30/05/25
10/09/25	760.58	760.58	

Amount overdue **\$0.58**

Amount Unpaid including amounts billed not yet due **\$0.58**

Other contributions

	Due date	Amount due	Amount due if discount applied	Paid
Insurance Fund	01/11/24	473.87	379.10	25/10/24
Insurance Fund	01/02/25	473.87	379.10	28/01/25
Insurance Fund	01/05/25	535.92	428.74	24/04/25
Insurance Fund	01/08/25	539.83	431.86	28/07/25
Insurance Fund	01/11/25	505.88	404.70	
Insurance Fund	01/02/26	505.88	404.70	

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	Nil
Special contributions	\$0.58
Other contributions	Nil
Other payments	Nil
Penalties	Nil
Total amount overdue (Total Amount Unpaid including not yet due \$3,269.01)	\$0.58

(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: 01/11/23

Current sinking fund balance (as at date of certificate): \$ 119,833.27

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
29/09/25	Approved replacement air conditioner	Lot owners responsibility
12/02/19	Storage shed	Lot owner responsibility

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
Gym Equipment	Furniture & Fittings	05/11/03	Elite Fitness Equipment P/L	0.00	0.00	19,428.03
Various Items - see invoice in certificates			PO Box 382 RUNAWAY BAY QLD 4216			
Pool Furniture	Furniture & Fittings	23/11/04	Daydream Leisure Furniture	0.00	0.00	3,963.00
Epson Printer	Office Equipment	17/07/06	Brand Family Trust	1,500.00	0.00	1,500.00
Bike Rack	Plant and Machinery	06/03/07	Advance Traders	0.00	0.00	228.25
OUTDOOR TABLE	Furniture & Fittings	08/08/07	ROSNEOL PTY LTD	0.00	0.00	57.00
TRESTLE TABLE	Furniture & Fittings	31/08/07	ROSNOEL PTY LTD	0.00	0.00	80.00
CLOCK FOR GYM	Furniture & Fittings	18/09/07	ROSNOEL PTY LTD	0.00	0.00	9.99
BERMUDA SLING ONLY CHOCOLATE	Furniture & Fittings	19/02/08	DAYDREAM LEISURE FURNITURE	0.00	0.00	220.00
SUNLOUNGE - FITTING			DAYDREAM LEISURE FURNITURE			
BODYWORX BENCH	Plant and Machinery	20/03/09	FUTURE FITNESS EQUIPMENT	0.00	0.00	398.99
Sound System	Office Equipment	12/05/09	Larry Bampton	0.00	0.00	1,065.63
Nordictrack T12 3HP Treadmill	Furniture & Fittings	04/05/11	Fitness Market Sunshine Coast	0.00	0.00	1,999.00
Weight Machines	Furniture & Fittings	01/10/11	KEITH SADLER	0.00	0.00	2,500.00
AI Reno Silver/choc	Furniture & Fittings	07/10/11	Dream Leisure Furniture	0.00	0.00	198.00
3 X SHELTA UMBRELLAS	Furniture & Fittings	06/03/12	THE OUTDOOR FURNITURE SPECIAL 32 WISES RD MAROOCHYDORE QLD	0.00	0.00	697.00

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
1 x K4.650 PRESSURE CLEANER S/N 024176	Plant and Machinery	01/05/12	SUNCOAST PRESSURE CLEANERS	0.00	0.00	499.00
2 X AL RENO LOUNGES SILVER/CHOC	Furniture & Fittings	16/10/12	DAYDREAM LEISURE FURNITURE	0.00	0.00	278.00
York Excel 320 Cross Trainer	Furniture & Fittings	16/11/12	Elite Fitness Maroochydhore	0.00	0.00	899.95
	Furniture & Fittings	13/12/12		0.00	0.00	258.00
	Furniture & Fittings	04/01/13		0.00	0.00	238.00
Treadmill	Furniture & Fittings	31/10/13	elite	0.00	0.00	3,500.00
4 pool chairs	Furniture & Fittings	25/11/13	Daydream Leisure	0.00	0.00	475.00
table chairs umbrella	Furniture & Fittings	18/12/13	Daydream	0.00	0.00	899.00
POOL FURNITURE	Furniture & Fittings	07/10/14	DAYDREAM	0.00	0.00	718.00
Proform Endurance 520E Elliptical	Plant and Machinery	12/08/17	AMart Sports	0.00	0.00	1,299.00
GX200 6.5HP 2700PSI	Plant and Machinery	16/11/22	SUNSHINE COAST MOWERS KAWANA Textile Ave Kawana Qld 4575	1,749.00	0.00	1,749.00
31/12 Pool Furniture	Furniture & Fittings	31/01/23	DAYDREAM LEISURE FURNITURE Cnr Main Drive & Nicklin Way WARANA QLD 4575	1,354.50	0.00	1,354.50
TREADMILL	Plant and Machinery	11/12/24	GYMWORKS			4,389.00

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 CHU Underwriting Agencies	HU0006059813	44,499,883.00	86,316.63	30/10/25	2,000 Standard/2,500 Machinery Breakdown 10,000 Water Damage, Burst Pipes, Storm
PUBLIC LIABILITY CHU Underwriting Agencies	HU0006059813	30,000,000.00	Included	30/10/25	2,000 Standard/2,500 Machinery Breakdown 10,000 Water Damage, Burst Pipes, Storm
OFFICE BEARERS CHU Underwriting Agencies	HU0006059813	5,000,000.00	Included	30/10/25	2,000 Standard/2,500 Machinery Breakdown 10,000 Water Damage, Burst Pipes, Storm
MACHINERY BREAKDOWN CHU Underwriting Agencies	HU0006059813	100,000.00	Included	30/10/25	2,000 Standard/2,500 Machinery Breakdown 10,000 Water Damage, Burst Pipes, Storm

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 CATASTROPHE CHU Underwriting Agencies	HU0006059813	6,674,982.00	Included	30/10/25	2,000 Standard/2,500 Machinery Breakdown 10,000 Water Damage, Burst Pipes, Storm

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:** Oneomrah Pty Ltd ACN 601 867 083 as trustee for Petrod Family 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 Archers the Strata Professionals**Positions/s held** Body Corporate Manager**Date** 09/10/2025**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

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Lot on Plan	Contribution	Interest
Lot 35 on SP 149947	15	565
Lot 36 on SP 149947	15	540
Lot 37 on SP 149947	12	395
Lot 38 on SP 149947	12	375
Lot 39 on SP 149947	12	428
Lot 40 on SP 149947	12	395
Lot 41 on SP 149947	12	410
Lot 42 on SP 149947	12	445
Lot 43 on SP 149947	11	385
Lot 44 on SP 149947	15	397
Lot 45 on SP 149947	15	380
Lot 46 on SP 149947	15	419
Lot 47 on SP 149947	15	418
Lot 48 on SP 149947	15	419
Lot 49 on SP 149947	15	425
Lot 50 on SP 149947	12	462
Lot 51 on SP 149947	15	460
Lot 52 on SP 149947	15	461
Lot 53 on SP 149947	16	475
Lot 54 on SP 149947	15	535
Lot 55 on SP 149947	15	565
Lot 56 on SP 149947	15	540
TOTALS	751	24801

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

Not Applicable.

SCHEDULE C BY-LAWS**1. Definitions and Interpretation****1.1 Definition**

In these By-laws, unless the subject matter or context otherwise requires:

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

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"Body Corporate" means the body corporate established under the BCCM Act on the establishment of the Scheme;

"Body Corporate Asset" has the same meaning as in the BCCM Act;

"Body Corporate Manager" means a person or company engaged by the Body Corporate to administer the Body Corporate;

"Building" means building or buildings and other fixtures erected on the scheme land;

"By-laws" means the by-laws in Schedule C of this community management statement;

"Committee" means the committee of the body corporate elected in accordance with the BCCM Act;

"Common Property" means the common property of the Scheme;

"Letting Agent" has the same meaning as in the BCCM Act;

"Lot" means a lot or lots in the Scheme;

"Manager" means a person or corporation engaged by the Body Corporate as a Service Contractor and Letting Agent for the Scheme;

"Member" means a person who is bound by these By-laws. It includes an owner, a tenant or occupier of a Lot or any of their guests, servants, employees, agents, children, invitees or licensees;

"Regulation Module" means the regulation module identified in Item 2 of this community management statement;

"Scheme" means Leeward Kawana Island Community Title Scheme 31882;

"Service Contractor" has the same meaning as in the BCCM Act.

1.2 Interpretation

In the interpretation of these By-laws, unless the context or subject matter otherwise require;

- (a) Singular includes plural and vice versa and any gender includes every gender;
- (b) A reference to a person includes corporations, trusts, associations, partnerships, a government authority, and other legal entities, and where necessary, include successor bodies;
- (c) Reference to sections of statutes or terms defined in statutes refer to corresponding sections or defined terms in amended, consolidated or replacement statutes;
- (d) Headings and tables of contents are used for convenience only and are to be disregarded in the interpretation of the By-laws;
- (e) A reference to a party includes the party's executors, administrators, substitutes, successors and permitted assigns;
- (f) Where these By-laws provide that something will not be done a Member is not to attempt to do that thing or permit that thing to be done;
- (g) In these By-laws, unless the context otherwise requires, where the Body Corporate is to consent to some act or thing, the Body Corporate may give or withhold its consent at its discretion, or may give consent subject to conditions;
- (h) Where these By-Laws provide that a Member must obtain approval or the consent of the Body Corporate that approval or consent may be given by the Committee unless it is beyond the power of the committee; and

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- (i) Where a term or expression is used in these By-laws and is not defined in these By-laws it will (if applicable) have the meaning given to it in the BCCM Act or the Regulation Module.

2. Obstruction

A Member must not obstruct the lawful use of the Common Property by someone else.

3. Damage to Laws etc.**3.1 Approval Required**

A Member must not, without the prior written approval of the Body Corporate:

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

3.2 Duration of Approval

An approval under By-law 3.1 must state the period for which it is given.

3.3 Cancellation

However, the Body Corporate may cancel an approval under By-law 3.1 by giving seven (7) days' written notice to the Member.

4. Damage to Common Property and Assets**4.1 Restriction**

A Member must not, without the prior written approval of the Body Corporate, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure, furniture or other chattel that forms part of the Common property or is a Body Corporate Asset.

4.2 Exceptions

However, a member may install:

- (a) a locking or safety device to protect the Lot against intruder; or
- (b) a screen to prevent entry of animals or insects, if the device is soundly built and consistent with the colour, style and materials of the Building as determined by the Committee from time to time.

4.3 Indemnity

A Member will be liable to compensate the Body Corporate in respect of all damage to the Common Property or Body Corporate Assets caused by such Member or Members and their invitees.

4.4 Maintenance

A Member must keep a device or screen installed under By-Law 4.2 in good order and repair.

5. Behaviour of Invitees

A Member must take all reasonable steps, including any action available to that Member under any lease or licence agreement in relation to the Lot, to ensure that any Member or their invitees comply with the provisions of these By-laws.

6. Leaving of Rubbish etc. on the Common Property

A Member must not leave rubbish or other materials on the Common Property in a way or place likely to interfere with the enjoyment of the common Property by someone else.

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7. Appearance of a Lot**7.1 Outside Appearance**

A Member must not alter the outside appearance of the Lot or cause to be constructed or place upon any part of the Lot which can be viewed (from any place or angle whatever) external to the Lot any materials or items unless such works or such act is first approved in writing by the Body Corporate unless the alteration is in the opinion of the Committee considered to be minor and not detract from the amenity of the Lot and its surrounds.

7.2 Curtains etc.

A member must not hang curtains or install shutters visible from outside the Lot unless those curtains or shutters have a backing of off-white or cream colour or neutral timber finish without the prior written approval of the Body Corporate. A Member must not install, renovate and/or replace a curtain, shutter or window tinting without having the colour and design of same approved by the Body Corporate. In giving such approvals, the Body Corporate must ensure and design of same approved by the Body Corporate. In giving such approvals, the Body Corporate must ensure as far as practicable that the curtain backings and window tinting is used in all Lots to present a uniform appearance when viewed from outside the building (from any place or angle whatsoever).

7.3 Washing and Signs

Subject to By-Law 7.4 a Member must not, without the Body Corporate's prior written approval:

- (a) hang washing, bedding or other cloth articles; or
- (b) display a sign, advertisement, placard, banner, pamphlet or similar article within the Lot if it is visible from another Lot or the Common Property, or from outside the Scheme land. A member must not place a notice on the Body Corporate notice board without first obtaining the approval of the Committee.

7.4 Manager's and Letting Agents signs

A Manager or Letting Agent may affix and display such signage and advertisements on Common Property as may be reasonably required by the Manager or Letting Agent in the performance of his duties and in the exercise of his rights under any agreement entered into between the Manager or Letting Agent and the Body Corporate.

7.5 Balconies etc.

A Member of a Lot which contains a balcony, terrace or garden area is responsible for the maintenance of that area whether it is included as part of a title to the Lot or by way of exclusive use of Common Property. A Member must not permanently store household items on a balcony, terrace or garden area except for outdoor furniture, a barbeque and potted plants. A Member must ensure that the plants kept in such area are maintained in good health and condition and so as not to be offensive in appearance to other Members and that the size and type of the plants must not extend beyond the boundaries of the lot or boundaries of the exclusive use area or obstruct the view from another Lot or interfere with the use and enjoyment of Lots and Common Property by other Members.

7.6 Air conditioners

No Member may install an air conditioner without the prior written consent of the Committee. The Committee may impose conditions regulating the installation, operation and maintenance of air conditioners within the Scheme to ensure minimum interference to other Members and minimal visual impact to the Scheme.

8. Storage of Flammable Materials**8.1 Restriction on Common Property**

A Member must not, without the Body Corporate's prior written approval, store a flammable substance on Common Property.

8.2 Restriction on Lot

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A Member must not, without the Body Corporate's prior written approval, store a flammable substance on the Lot except for the storage of a reasonable quantity of such substance as may be used or intended for use for domestic purposes.

8.3 Exceptions

This By-Law does not apply to the storage of fuel in:

- (a) the fuel tank of a vehicle, boat or internal combustion engine; or
- (b) a tank in which fuel is stored under the requirements of the law regulating the storage of flammable liquid.

9. Cleaning

Unless the Body Corporate provides some other way of garbage disposal, a Member must keep a receptacle for garbage in a clean and dry condition and adequately covered on the Lot, or on a part of Common Property designated by the Body Corporate for the purpose.

9.1 Compliance with laws

A Member must:

- (a) comply with all local government laws about disposal of garbage; and
- (b) ensure that it does not, in disposing of garbage adversely affect the health, hygiene and comfort of the Members of other Lots.

9.2 Location

Garbage cans shall be placed only where approved by the Body Corporate and used only for the purpose for which they are provided.

9.3 Empties

Empty bottles, boxes, used containers and similar items must be stored tidily and, so far as possible, out of sight. All such items for disposal must be placed in the waste bins provided.

10. Keeping of Animals

10.1 Animals

Subject to Section 181 of the BCCM Act a Member must not, without the Body Corporate's written approval:

- (a) bring an animal onto, or keep an animal on, the Lot or Common Property;
- (b) permit an invitee to bring an animal onto, or keep an animal on, the Lot or Common Property.

10.2 Approval required

A Member must submit a completed pet application form to the Committee prior to bringing a pet onto the Scheme land. If the Committee approves the application, it may impose conditions including, without limitation, the following:

- (a) that the animal not cause a nuisance to or disturb another Member;
- (b) that the animal must be kept within the Lot (and any exclusive use area allocated to the Lot) except when entering and exiting the Scheme;
- (c) the animal must be restrained when on Common Property;
- (d) the animal must not defecate or urinate on Common Property (and, if it does, the Member must immediately clean and disinfect the Common Property);

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- (e) the animal must not be permitted to enter any recreational facilities;
- (f) if required by law, the animal must be registered with the local authority and must wear an appropriate identification tag;
- (g) the animal must be controlled by the Member to ensure it does not present a danger or risk to any other Member;
- (h) the total number of animals kept within a Lot must comply with the requirements of the local authority;
- (i) the Member must reinstate any damage to the Common Property caused by the Animal.

10.3 Non-compliance

In the event the Committee receives three (3) substantiated complaints about an animal approved under this By-law, the Committee may revoke its approval and notify the Member to remove the animal from the Scheme within 30 days of receiving such notice.

10.4 No approval required for fish

Fish may be kept in an aquarium inside a Lot without approval under these By-laws.

11. Use of Lots

11.1 No illegal purpose

A Member must not use his Lot for any unlawful purpose.

11.2 Use of Lots

All Lots must be used for residential purposes only subject to the following:

- (a) Lot 22 may be used for additional purposes specified in By-law 11.3; and
- (b) in addition to residential purposes, all other Lots may be used for the purpose of conducting a home based business provided the Member first obtains the written consent of the Body Corporate and, if required, the local authority; and
- (c) an Owner of a Lot shall not use or permit their Lot to be used other than as the private residence of the Owner or for accommodation of the owner's guests and visitors. Notwithstanding the foregoing, the Owner may rent out their Lot from time to time, provided that in no event shall any individual rental be for a period of less than (1) month.

11.3 Manager

The Manager may use Lot 22 in the scheme for residential purposes as well as for the performance of the duties under any Service Contractor or Letting Agent agreement entered into with the Body Corporate.

12. No Structural Alterations without permission

No structural alterations may be made to any Lot or Common Property (including any alterations to gas, water, electrical installation or work for the purpose of enclosing in any manner whatever the balcony of any Lot including the installation of any air conditioning system) without the prior written consent of the Body Corporate. An application for structural alterations to a Lot or Common property must be accompanied by a report from a structural engineer confirming the structural integrity of the Building will not be compromised by the alteration. In providing its consent, the Body Corporate must ensure the alterations do not interfere with the rights and obligations of the Body corporate under the BCCM act or Regulation Module or the rights and obligations of another Member.

13. No External Blinds

No external blinds or awnings shall be erected without the prior written consent of the Body Corporate.

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14. Replacement of glass

Windows shall be kept clean and promptly replaced with fresh glass of the same kind and colour and weight as at present if broken, cracked or chipped.

15. Use of water

A Member must ensure that all water taps in his Lot are properly turned off after use.

16. Use of appurtenances

The water closets, conveniences and other apparatus including waste pipes and drains must not be used for any other purpose other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance may be deposited in the water apparatus, pipes and drains. Any costs or expenses resulting from damage or blockage to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence must be borne by the Member whether the same is caused by the Member's own actions or those of any Member or invitees.

17. Notice of accident to be given

A Member must give the Body Corporate prompt notice of any accident to or fault in the water pipes, gas pipes, electrical installations or fixtures which comes to his knowledge and the Body Corporate shall, subject to section 163 of the BCCM Act, have authority by its agents or servants in the circumstances having regard to the urgency involved to examine and make such repairs or renovations as they may deem necessary for the safety and preservation of the Building as often as may be necessary.

18. Keeping Lots Clean**18.1 General**

All Lots must be kept clean and all practicable steps shall be taken to prevent infestation by Vermin and insects.

18.2 Interior Maintenance

Each Member is responsible for the interior maintenance of his Lot, including balconies and terraces (if any).

19. Renovation of a Lot

A Member must not conduct any renovations to a Lot without the prior written consent of the Committee and must comply with the following:

- (a) all relevant permits (if any) and certification to be obtained from the relevant authorities in compliance with building and planning regulations;
- (b) the Body Corporate By-laws to be adhered to during the course of any works;
- (c) any damage sustained to Common Property during the course of any works to be rectified by the Member to the satisfaction of the Body Corporate;
- (d) no load bearing walls or supports to be removed or interfered with, without the written consent of the Body Corporate pursuant to By-law 12;
- (e) contractors must be licenced and adequately insured;
- (f) work must be conducted at the times authorised by the Committee;
- (g) waste removal must comply with the directions of the Committee;
- (h) parking of contractor's vehicles must comply with the directions of the Committee; and

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- (i) the Body Corporate is entitled to request inspections and copies of such plans and specifications as it might consider necessary to enable it to grant its approval and the Member shall comply with all such requests.

20. Member not to litter

A Member must not throw or allow to fall or permit or suffer to be thrown or fall any paper, rubbish, refuse, cigarette butts or other substance whatever out of the windows or doors or down the staircase, passage of skylights, from balconies, from the roof or in passageways of the Building. Any damage or costs for cleaning or repair caused by a breach of this Bylaw must be borne by the Member concerned.

21. Infectious Diseases

In the event of any infectious disease which may require notification by virtue of any statute, regulation or ordinance affecting any person in any Lot, the Member of such Lot must give, or cause to be given, written notice and any other information which may be required to the Body Corporate and must pay to the Body Corporate the expenses of disinfecting the building where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease.

22. Security

All doors and windows to any Lot must be securely fastened on all occasions when the Lot is left unoccupied and the Body Corporate reserves the right for itself or the Manager or any person duly authorised to enter and fasten same if left insecurely fastened.

23. Body Corporate permitted to enter

Subject to section 163 of the BCCM Act, the Body Corporate and its employees, agents and contractors will be permitted to enter a Lot to inspect the interior of the Lot and test the electrical, gas or water installation or equipment in such Lot and to trace and repair any leakage or defect in the installations or equipment (at the expense of the Member in cases where the leakage or defect is due to any act or default of the Member or his invitees). If not so permitted they may effect an entry. The Body Corporate, in exercising this power, must ensure that its employees, agents and contractors cause as little inconvenience to the Member as is reasonable in the circumstances.

24. Common Property and Recreational Areas

24.1 Rules

The Body Corporate may make rules from time to time with respect to the use of the Common Property and recreational areas including the reservation of use of any areas for particular Members and their invitees.

24.2 Pool etc.

In relation to the use of the pool, spa, sauna, gym and adjacent areas a Member must ensure:

- (a) That his invitees do not use those facilities unless accompanied by a Member;
- (b) That children below the age of 13 years are not in or around those facilities unless accompanied by an adult who must exercise effective control over those children;
- (c) That glass containers or receptacles of any type are not taken to or allowed to remain in or around those facilities;
- (d) That the member and his invitees do not consume food or beverages whilst in the swimming pool or spa;
- (e) That the Member and his invitees must exercise caution at all times and must not:
 - (i) In the case of the spa and adjoining areas – run, splash or behave in any manner that is likely to interfere with the use and enjoyment of the spa or adjoining areas by Members and invitees;

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- (ii) In the case of the sauna, behave in a manner that is likely to interfere with the use, enjoyment and safety of the sauna by any other Member or his invitees;
- (iii) Use the pool, sauna and gym and surrounding areas between the hours of 10:0 pm and 6:00am (or between such other hours as the Committee may from time to time nominate) without the prior written consent of the Committee.
- (iv) Use the surrounding areas between the hours of 7:00pm and 7:00am (or between such other hours as the Committee may from time to time nominate) without the prior written consent of the Committee.

24.3 No smoking in Pool and Spa Enclosures

- (a) In this By-law "smoke" and "smoking product" has the same meanings as contained in the tobacco and Other Smoking Products Act 1998.
- (b) A Member must not:
 - (i) Smoke a smoking product within the fenced pool and spa enclosures; or
 - (ii) Permit his guests to smoke a smoking product within the fenced pool and spa enclosures.

24.4 Tennis court area

In relation to the use of the tennis court area and adjacent areas, a Member must ensure:

- (a) that the member does not while using the tennis court area and adjacent areas unreasonably disturb the peaceful enjoyment of any other Member;
- (b) that the lights are turned off when the use is finished; and
- (c) that the tennis court area is not used between the hours of 10:00pm and 7:00am without the prior written consent of the Committee.

24.5 Reservations

The Committee of the Body Corporate may implement a reservation system for any recreational facility within the Scheme.

25. Security Systems

25.1 Common Property

All security equipment installed on Common Property and used in connection with the provision of security for the Scheme will, with the exception of that equipment installed upon any Lot, be and remain the property of the Body Corporate. All security equipment (with the exception of that equipment installed upon any Lot which must be maintained at the cost and expense of the Member of the Lot) being the property of the Body Corporate must be repaired and maintained at the cost and expense of the Body Corporate. The Manager must repair and maintain security equipment in the Manager's office at its expense.

25.2 No claims

In no circumstances will the Body Corporate (or the Manager) be responsible to a Member (and the Member is not entitled to make a claim for compensation or damages) in the event of a failure of all or any of the security systems put in place by the Body Corporate to operate in the manner in which they are intended or a failure to detect the non-operation of any system. Where the failure to operate arises from a malfunction of the security equipment in a Lot, then the Member will allow the Body Corporate by its employees, agents or contractors to enter the Lot, subject to compliance with section 163 of the BCCM Act, and attend to the repair or maintenance of the security equipment. The costs and expenses of the repair or maintenance or replacement of the security equipment within a Lot shall be borne by the Member of the Lot.

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25.3 Proper Use

A Member must ensure that all security systems are used by the Member and invitees in the manner intended.

26. Security Keys**26.1 Keep keys safe**

The Members acknowledge that the security keying system is designed to enhance the security and safety of the occupants in the Building and must keep such keys safe and report the loss of any key to the Body Corporate or the Manager.

26.2 Limitation on number of keys

The Body Corporate at its discretion may limit the number of keys to the Common Property available to Members of each Lot and must maintain a register of all key allocations and is authorised to charge a security deposit on such keys for an amount per key as it may determine from time to time.

27. Body Corporate May Engage

The Body Corporate may engage for and on behalf of the Body Corporate such agents, contractors and employees as it thinks necessary for and in connection with the exercise and performance of the powers, duties and functions of the Body Corporate.

28. Noise**28.1 Noise – general**

A Member must not create noise likely to unreasonably interfere with the peaceful enjoyment of a person lawfully on another Lot or Common Property.

28.2 Noise electronic devices and musical instruments

A Member must ensure:

- (a) the volume of all musical instruments, radios, televisions and sound equipment played or operated by the Member or his invitees in the Lot is kept at a reasonably low level at all times; and
- (b) no musical instrument is practiced in a Lot between 10:00pm and 8:00am

28.3 Noise on balconies and entertainment

If the Member is utilising the balcony or patio of the Member's Lot for entertainment purposes the Member must ensure the noise is kept to a minimum as follows:

- (a) after 9:00pm from Sunday to Thursday inclusive;
- (b) after 11:00pm on Fridays and Saturdays; and
- (c) when requested by the Manager if the Manager is of the opinion that the noise level is excessive.

29. Nuisance

A Member, occupier of a lot, or their guests must not while in the Lot or on Common Property behave in a manner that:

- (a) interferes unreasonably with the privacy of a person lawfully on Common Property or a Lot;
- (b) is wilfully intended to insult or offend another person;
- (c) causes a hazard;

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- (d) interferes unreasonably with the use or enjoyment of another Lot included in the Scheme; or
- (e) interferes unreasonably with the use or enjoyment of the Common Property by a person who is lawfully on the Common Property.

30. Tenants to have notice of By-laws

A copy of these By-laws (or a summary approved by the Body Corporate) must be exhibited in a prominent place in any Lot available for letting.

31. Notices

Members must observe the terms of any notice displayed by the Body Corporate or any statutory authority.

32. Vehicles**32.1 Restriction**

A Member or occupier of a Lot must not, without the Body Corporate's prior written approval:

- (a) park or stand any motor or other vehicle upon Common Property; or
- (b) permit an invitee to park a vehicle or allow a vehicle to stand on the Common Property; except for the designated visitor parking area which must remain available at all times for the use of visitors' vehicles.

32.2 Period of approval

An approval under By-law 32.1 must state the period for which it is given.

32.3 Cancellation

However, the Body Corporate may cancel the approval by giving seven (7) days' written notice to the Member or occupier, with the exception of designated visitor parking. Except where authorised by these By-laws with the prior written approval of the Committee, a Member or occupier of a Lot shall not park or stand any other vehicle or boat trailer upon Common Property.

32.4 Committee may establish policy

The Committee may establish a policy relating to the use of designated visitor parking areas.

33. Car parks

Members are entitled to the exclusive use and enjoyment of the area allocated in Schedule E and identified in the sketch plan "A" attached hereto and marked with the respective numbers of each Lot, which Common Property shall be used for the purpose of a car parking space, and those Members shall each respectively be responsible for the maintenance and keeping of the Common Property of which they have exclusive use and enjoyment in a state of good repair and in a tidy condition.

34. Courtyards**34.1 Allocation**

Members are entitled to the exclusive use and enjoyment of the areas allocated in Schedule E and in sketch plan "B" attached hereto and marked with the respective numbers of each Lot, which Common Property shall be used for the purpose of a private courtyard, and those Members shall each respectively be responsible for the maintenance and keeping of the Common Property of which they have exclusive use and enjoyment, in a state of good repair and in a tidy condition except for any gardening and maintenance work which is the responsibility of the Manager under the Management Agreement with the Body Corporate.

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34.2 Garden Maintenance

The occupiers of the Lots referred to in By-law 34.1 must allow the Manager access to the exclusive use courtyards areas between the hours of 10:00am and 4:00pm Monday to Friday for the purposes of the Manager undertaking the gardening and maintenance duties necessary to maintain the garden areas contained within the exclusive use courtyards in accordance with the Manager's obligations under the Management Agreement with the Body Corporate. This by-law operates as a covenant between each occupier of a Lot referred to in By-law 34.1 and the Body Corporate, pursuant to Section 59 of the BCCM Act.

35. Storage Spaces

Members are entitled to the exclusive use and enjoyment of the areas allocated in Schedule E and identified in sketch plan "C" attached hereto and marked with the respective numbers of each Lot, which Common Property shall be used for the purpose of storage, and those Members shall each respectively be responsible for the maintenance and keeping of the Common Property of which they have exclusive use and enjoyment, in a state of good repair and in a tidy condition.

36. Energy Supply**36.1 Energy Management System**

The Body Corporate:

- (a) may purchase, rent, lease or otherwise acquire and may install, use and maintain an energy management system in the Scheme;
- (b) may enter into a contract for the purpose of reticulated electricity, gas or other commercially available energy ("energy") on the most economical basis for the whole of the Scheme from the relevant authority;
- (c) may sell energy to a Member.

36.2 Metering of energy

The Body Corporate must not supply energy to a Lot and a Member must not take energy from the Body Corporate unless:

- (a) there is a functioning supply meter to measure the supply of the energy to the Lot; and
- (b) a Member and the Body Corporate have entered into an agreement for the supply of the energy to the Lot ("energy supply agreement")

36.3 Energy Supply Agreement

An energy supply agreement:

- (a) must comply with all applicable laws relating to the supply of energy to the Lot; and
- (b) may oblige a Member to pay the Body Corporate for the supply of energy during billing periods determined by the Committee (which must be the same for each Lot); and
- (c) may provide that the amount payable for the energy is to be the total cost to the Body Corporate of the energy in the billing period, divided between the Lots and Common Property according to the metered supply to each Lot and Common Property in the billing period; and
- (d) may require the payment of a security deposit determined from time to time by the Committee (which must be the same for each Lot); and
- (e) may require the Body Corporate to cut off the supply of energy to a Lot if a Member of that Lot does not pay an energy account within the payment period specified by the Committee (which must be the same for each Lot).

Title Reference 50465478

36.4 Cannot Refuse Supply

The Body Corporate must not refuse to enter into an energy supply agreement with a Member if that Member has paid the required security deposit and is not in arrears for the previous supply of energy. However, the Body Corporate may refuse to enter into an energy supply agreement with a Member, if payments are outstanding under an energy supply agreement with another person who occupies or previously occupied the Lot for which the Member is seeking the supply of energy.

36.5 Payment of arrears

The Body Corporate must not require a new Member to pay arrears owing under an energy supply agreement with a previous occupier of a Lot. However, the Body Corporate may require the registered owner of a Lot to pay arrears owing under an energy supply agreement with a previous occupier of that Lot.

36.6 Energy connection and disconnection

All enquiries concerning the connection or disconnection of the supply of energy or the charges for the supply of energy to a Lot must be directed initially to the Body Corporate Manager or to such other person as nominated by the Committee.

36.7 All energy metered

The Body Corporate must ensure that the supply of energy to the Common Property is metered at all times.

36.8 No interference with energy supply equipment

A Member must not in any circumstances interfere with the energy flow meter for the Member's lot or any of the other plant and equipment through which energy flows to the Lot other than to carry out maintenance that is:

- (a) the responsibility of the registered owner of the Lot; and
- (b) has been approved in writing by the Body Corporate; and
- (c) is carried out by a tradesperson approved by the Body Corporate.

36.9 Failure of supply

The Body Corporate is not liable for any loss or damage suffered by any Member as a result of any failure of the supply of energy due to breakdowns, repairs, maintenance, strikes, accidents or other causes.

36.10 Statutory Limitation on obligation to purchase

Nothing in this By-law obliges a Member to purchase energy from the Body Corporate or limits or restricts the rights of any Member to utilise service infrastructure under any implied easement or other right contained in the BCCM Act, the Regulation Module or other applicable legislation.

37. Improvements to Exclusive Use Areas**37.1 An Owner who has the exclusive use of a car parking space must not, without the prior written approval of the Committee, make any improvement to the car parking space.****37.2 In considering an application under this by-law the Committee must ensure:**

- (a) any storage unit proposed to be constructed on a car parking space is of similar dimensions and appearance to any existing (Committee-approved) storage unit in other car parking spaces;
- (b) nothing is constructed on or near the side boundary of the car parking space in a manner that would obstruct the normal use and enjoyment of an adjoining car parking space.

LEEWARD KAWANA ISLAND CTS 31882

BALANCE SHEET

AS AT 31 OCTOBER 2024

	ACTUAL 31/10/2024	ACTUAL 31/10/2023
<u>OWNERS FUNDS</u>		
Administrative Fund	(56,106.69)	(53,879.89)
Sinking Fund	189,811.26	114,989.38
<u>TOTAL</u>	<u>\$ 133,704.57</u>	<u>\$ 61,109.49</u>

THESE FUNDS ARE REPRESENTED BY

CURRENT ASSETS

Cash At Bank	249,477.50	181,780.19
Investment - Macquarie 2	0.00	50,000.00
Accrued Interest	0.00	524.25
Levies Billed - Not Yet Due	190,233.38	316,475.78
Levies Rec'd - Not Yet Billed	4,291.55	5,188.64
Sundry Debtors	17,535.16	41,005.15
Prepayments	3,778.24	3,572.50
Unbilled Elect To Recover	0.00	6,374.34
Cash At Bank - Electricity	0.00	186.05
Electricity Arrears	0.00	(18,372.30)
Electricity Finalised Accounts	0.00	4,466.05
Second Debtors	0.00	480.50
<u>TOTAL ASSETS</u>	<u>465,315.83</u>	<u>591,681.15</u>

LIABILITIES

G S T Clearing Account	(4,871.20)	(9,581.04)
Creditors	9,094.88	964.00
Sundry Creditors	17,011.33	38,216.86
Accrued Expenses	4,038.09	3,682.29
Next Year Discounts	(31,300.26)	(49,726.20)
Levies Billed - Not Yet Due	172,939.44	287,705.26
Levies Rec'd - Not Yet Billed	3,901.01	4,716.55
All Levies Rec'd In Advance	139,906.49	213,473.14
Other Payments In Advance	20,891.48	41,120.80
<u>TOTAL LIABILITIES</u>	<u>331,611.26</u>	<u>530,571.66</u>

<u>NET ASSETS</u>	<u>\$ 133,704.57</u>	<u>\$ 61,109.49</u>
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LEEWARD KAWANA ISLAND CTS 31882

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 NOVEMBER 2023 TO 31 OCTOBER 2024

	ACTUAL 01/11/23-31/10/24	ACTUAL 01/11/22-31/10/23	BUDGET 01/11/23-31/10/24
<u>ADMINISTRATIVE FUND</u>			
<u>INCOME</u>			
Levies - Administrative Fund	349,220.83	303,138.22	349,254.00
Discount - Admin Fund	(64,990.71)	(56,011.50)	(69,851.00)
Levies - Insurance Fund	92,500.03	94,999.97	92,500.00
Discount - Insurance	(17,309.73)	(17,687.30)	(18,500.00)
Interest On Overdue Levies	34.42	170.28	0.00
<u>TOTAL ADMIN. FUND INCOME</u>	359,454.84	324,609.67	353,403.00
<u>EXPENDITURE - ADMIN. FUND</u>			
<u>AIRCONDITIONING</u>			
A/C - Repairs	461.50	0.00	0.00
<u>BANK CHARGES</u>			
Transaction Fees	58.34	110.04	0.00
<u>BODY CORPORATE MANAGEMENT</u>			
Audit Assistance Fee	616.00	560.00	560.00
Business Activity Statements	1,060.00	1,045.00	1,100.00
Disbursements	6,862.88	6,289.24	6,700.00
Secretarial Fees Additional	2,457.95	4,725.95	3,000.00
Secretarial Fees	10,247.21	9,329.66	10,500.00
Disbursements - Additional	201.35	694.58	0.00
Flying Minute	100.00	294.00	300.00
<u>CARETAKER</u>			
Caretaker Fees	137,907.17	131,064.50	137,793.00
<u>CLEANING</u>			
Cleaning - General	2,401.54	1,063.06	1,500.00
Cleaning - Materials	255.98	341.71	500.00
<u>COMMUNITY POWER</u>			
Electricity	32,036.88	35,653.43	21,000.00
Electricity - Reimbursement	(16,322.41)	(23,435.08)	(30,600.00)
Meter Readings	2,767.35	6,637.22	7,300.00
Qld Govt. Relief	0.00	(33,200.00)	0.00
<u>COUNCIL FEES</u>			
Backflow Registration	430.03	369.20	400.00
<u>FIRE CONTROL</u>			

LEEWARD KAWANA ISLAND CTS 31882

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 NOVEMBER 2023 TO 31 OCTOBER 2024

	ACTUAL	ACTUAL	BUDGET
	01/11/23-31/10/24	01/11/22-31/10/23	01/11/23-31/10/24
Fire - Contract	3,500.08	3,467.09	3,600.00
Fire - Evacuation Plan	227.27	0.00	0.00
Fire - Repairs & Maintenance	1,137.52	895.00	3,000.00
Fire - Training	250.00	0.00	420.00
Fire - Evacuation Practice	250.00	0.00	420.00
Fire - Occupier's Statement	200.00	0.00	210.00
Fire - Safety Report	500.00	0.00	720.00
Fire - Evacuation Signs	0.00	200.00	0.00
<u>GENERAL EXPENSES</u>			
General Expenses	154.89	1,039.05	0.00
<u>INSURANCE</u>			
Insurance - Premiums	67,914.48	73,797.73	67,000.00
Insurance - Stamp Duty	5,973.09	6,681.42	7,000.00
Insurance - Claims	0.00	8,687.16	0.00
Insurance - Refunds	0.00	(6,687.16)	0.00
Insurance - Excess Paid	0.00	10,000.00	0.00
<u>LIFT EXPENSES</u>			
Lift - Contract	8,528.02	7,522.68	9,630.00
Lift - Repairs & Maintenance	1,878.50	1,065.00	2,000.00
Lift - Registration Fee	569.71	551.72	550.00
Lift - Telephone Fee	607.48	560.51	550.00
<u>PEST CONTROL</u>			
Pest Control	3,385.45	4,675.45	5,000.00
<u>POOL EXPENDITURE</u>			
Pool - Chemicals	12,107.17	9,659.94	8,000.00
Pool - Repairs & Maintenance	4,428.08	5,715.37	1,500.00
Pool Safety Inspections	901.08	192.79	200.00
<u>PROFESSIONAL FEES</u>			
Audit Fees	1,600.00	1,080.00	1,100.00
Consultancy Fees	1,183.64	515.78	1,000.00
Insurance Valuations	0.00	650.00	0.00
Legal Fees	900.00	47,678.50	2,000.00
Prep Of Income Tax Return	220.00	220.00	200.00
Sinking Fund Forecast	0.00	750.00	0.00
Work Place Health & Safety	545.45	530.91	750.00
Debt Recovery	210.00	25.00	0.00

LEEWARD KAWANA ISLAND CTS 31882

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 NOVEMBER 2023 TO 31 OCTOBER 2024

	ACTUAL	ACTUAL	BUDGET
	01/11/23-31/10/24	01/11/22-31/10/23	01/11/23-31/10/24
<u>REPAIRS & MAINTENANCE</u>			
R & M - Building	8,044.04	13,802.65	11,000.00
R & M - Gardens & Grounds	41,171.05	32,972.68	30,000.00
R & M - Electrical	6,445.88	5,901.26	5,000.00
R & M - Plumbing	4,473.17	3,053.84	4,000.00
R & M - Pumps	501.82	987.27	1,000.00
R & M - Security System	150.00	335.25	1,000.00
R & M - Recreational Equipment	2,182.00	866.70	1,500.00
<u>YEAR END ADJUSTMENTS</u>			
Prior Year Deficit	0.00	0.00	25,000.00
<u>TOTAL ADMIN. EXPENDITURE</u>	361,681.64	378,936.10	353,403.00
<u>SURPLUS / DEFICIT</u>	\$ (2,226.80)	\$ (54,326.43)	\$ 0.00
Opening Admin. Balance	(53,879.89)	446.54	(53,879.89)
<u>ADMINISTRATIVE FUND BALANCE</u>	\$ (56,106.69)	\$ (53,879.89)	\$ (53,879.89)

LEEWARD KAWANA ISLAND CTS 31882

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 NOVEMBER 2023 TO 31 OCTOBER 2024

	ACTUAL 01/11/23-31/10/24	ACTUAL 01/11/22-31/10/23	BUDGET 01/11/23-31/10/24
<u>SINKING FUND</u>			
<u>INCOME</u>			
Levies - Sinking Fund	249,998.83	177,272.89	250,000.00
Discount - Sinking Fund	(46,433.89)	(32,946.40)	(50,000.00)
Interest Income	1,128.15	1,695.05	0.00
Interest Receivable	(524.25)	524.25	0.00
Interest On Overdue Levies	21.39	0.00	0.00
<u>TOTAL SINKING FUND INCOME</u>	204,190.23	146,545.79	200,000.00
<u>EXPENDITURE - SINKING FUND</u>			
Airconditioners	0.00	10,340.00	0.00
Building Repairs	8,599.51	47,660.42	150,000.00
Electrical	5,950.00	7,000.00	0.00
Electrical - Replacements	0.00	8,575.00	0.00
Fire Doors	14,506.31	5,343.27	0.00
Fire Equipment	28,344.91	41,403.57	0.00
Fire System Upgrade	0.00	1,552.73	0.00
Fans	6,077.13	0.00	0.00
Fire Safety Report	0.00	1,259.09	0.00
Gardens & Grounds	8,211.10	9,875.00	0.00
Income Tax	740.76	0.00	0.00
Irrigation	416.36	789.28	0.00
Lawn Mower	0.00	1,590.00	0.00
Landscaping	16,477.75	0.00	0.00
Painting - Interior	0.00	1,850.00	0.00
Pool Pump	0.00	836.36	0.00
Pool Furniture	0.00	1,231.36	0.00
Plumbing Work	7,645.43	0.00	0.00
Pressure Clean	3,830.00	0.00	0.00
Pool Repairs	0.00	5,000.00	0.00
Roof	28,569.09	13,618.18	0.00
<u>TOTAL SINK. FUND EXPENDITURE</u>	129,368.35	157,924.26	150,000.00
<u>SURPLUS / DEFICIT</u>	\$ 74,821.88	\$ (11,378.47)	\$ 50,000.00
Opening Sinking Fund Balance	114,989.38	126,367.85	114,989.38
<u>SINKING FUND BALANCE</u>	\$ 189,811.26	\$ 114,989.38	\$ 164,989.38