

Seller Disclosure Report

Vendor/s

WILLIAM THOMAS DAVIS, VICKI DAVIS

Property Address

UNIT 6 15 VERNEY ST, KINGS BEACH QLD 4551

Prepared On

Friday, August 29, 2025

In This Report

01 Disclosure Statement02 Searches

Disclosure Statement

Seller disclosure statement



Property Law Act 2023 section 99

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

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

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

This statement does not include information about:

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

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

Part 1 - Seller and property details

Seller WILLIAM THOMAS	DAVIS, VICKI DAVIS					
Property address UNIT 6 15 (referred to as the "property" in this statement)	5 VERNEY ST, KINGS BEACH QLD 455	1				
Lot on plan description Lot 6	6 on BUP11429					
Community titles scheme	Is the property part of a community titles scheme or a BUGTA scheme:					
or BUGTA scheme:	▼ Yes	□ No				
	If Yes , refer to Part 6 of this statement for additional information	If No , please disregard Part 6 of this statement as it does not need to be completed				

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

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

Registered encumbrances	Registered encumbrances, if any, are recorded on the title search, and may affect your use of the property. Examples include easements, statutory covenants, leases and mortgages.											
	You should seek legal advice about your rights and obligations before signing the contract.											
_	There are encumbrances not registered on the title that will continue											
(excluding statutory encumbrances)	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.											
	Unregistered lease (if applicable)											
	If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows:											
	» 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:											
	Other unregistered agreement in writing (if applicable)											
	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.											
	Unregistered oral agreement (if applicable)											
	If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows:											
Statutory	There are statutory encumbrances that affect the property. $lacktriangledown$ Yes $lacktriangledown$ No											
encumbrances	If Yes , the details of any statutory encumbrances are as follows:											
	Please refer to the Statutory Encumbrance Maps and Summary Annexure for further and better details.											
Residential tenancy or rooming accommodation	The property has been subject to a residential tenancy agreement or a											
agreement	If Yes , when was the rent for the premises or each of the residents' rooms last increased? (Insert date of the most recent rent increase for the premises or rooms)											
	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.											
	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.											

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	The zoning of the property is (Insert zoning under the planning scheme, the Economic Development Act 2012; the Integrated Resort Development Act 1987; the Mixed Use Development Act 199; the State Development and Public Works Organisation Act 1971 or the Sanctuary Cove Resort Act 1985, as applicable):										
	High Density Residential Zone										
Transport proposals and resumptions	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.		Yes	×	No						
	The lot is affected by a notice of intention to resume the property or any part of the property.		Yes	×	No						
	If Yes , a copy of the notice, order, proposal or correspondence must be	give	en by the se	eller.							
	re has the meaning defined in the <i>Transport Infrastructure Act 1994</i> . A p ficial process to establish plans or options that will physically affect the			a re	solution						
Contamination and environmental protection	The property is recorded on the Environmental Management Register or the Contaminated Land Register under the <i>Environmental Protection Act 1994</i> .		Yes	×	No						
	The following notices are, or have been, given:										
	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).		Yes	×	No						
	A notice under section 369C(2) of the <i>Environmental Protection Act</i> 1994 (the property is a place or business to which an environmental enforcement order applies).		Yes	×	No						
	A notice under section 347(2) of the <i>Environmental Protection Act</i> 1994 (the property is a place or business to which a prescribed transitional environmental program applies).		Yes	×	No						
Trees	There is a tree order or application under the <i>Neighbourhood</i>		Yes	×	No						
ilees	Disputes (Dividing Fences and Trees) Act 2011 affecting the property.	ш	162		NO						
	If Yes , a copy of the order or application must be given by the seller.										
11 - 24	The manual triangle of the debuth of Communication of the site of Asta (2002) and		V		NI -						
Heritage	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).		Yes	×	No						
Flooding	Information about whether the property is affected by flooding or anot within a natural hazard overlay can be obtained from the relevant loca should make your own enquires. Flood information for the property material property of the Australian Flood Risk Information	l gov ay al	vernment ai so be avail	nd yo	ou						
Vegetation, habitats and protected plants	Information about vegetation clearing, koala habitats and other restrict the land that may apply can be obtained from the relevant State gover			opm	ent of						

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.		Yes	×	No						
	If a community titles scheme or a BUGTA scheme – a shared pool is located in the scheme.	×	Yes		No						
	Pool compliance certificate is given.	×	Yes		No						
	OR										
	Notice of no pool safety certificate is given.										
Unlicensed building work under owner	Building work was carried out on the property under an owner builder permit in the last 6 years.		Yes	×	No						
builder permit	A notice under section 47 of the Queensland Building and Construction Commission Act 1991 must be given by the seller and you may be required to sign the notice and return it to the seller prior to signing the contract.										
Notices and orders	There is an unsatisfied show cause notice or enforcement notice under the <i>Building Act 1975</i> , section 246AG, 247 or 248 or under the <i>Planning Act 2016</i> , section 167 or 168.		Yes	×	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.		Yes	×	No						
	If Yes , a copy of the notice or order must be given by the seller.										
Building Energy Efficiency Certificate	If the property is a commercial office building of more than 1,000m², a Certificate is available on the Building Energy Efficiency Register.	a Bui	lding Energ	gy Eff	iciency						
Asbestos	The seller does not warrant whether asbestos is present within buildi the property. Buildings or improvements built before 1990 may containing materials (ACM) may have been used up until the early 200 become dangerous when damaged, disturbed, or deteriorating. Informis available at the Queensland Government Asbestos Website (asbest common locations of asbestos and other practical guidance for home	n as 00s. natio	bestos. Asl Asbestos o on about as ld.gov.au)	oesto r AC sbest	os M may os						

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 stated in the most recent rate notice is:	ount) for the property as						
	Amount: \$1,227.41	Date Range: 1/07/2025 - 31/12	/2025					
	OR							
	The property is currently a rates exemp							
	OR							
	The property is not rates exempt but no is issued by a local government for the							

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

Water	Whichever of the following applies—							
	The total amount payable as charges for water services for the property as indicated in the most recent water services notice* is:							
	Amount: \$245.66 Date Range: 08/04/2025 - 7/07/2025							
	OR							
	There is no separate water services notice issued for the lot; however, an estimate of the total amount payable for water services is:							
	Amount: Insert estimated amount Date Range: Insert date range							

^{*} 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.

^{*}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*.

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.

The property is included in a community titles scheme.

(If Yes, complete the information below)

A copy of the most recent community management statement for the scheme as recorded under the Land Title Act 1994 or another Act is given to the buyer. 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. Body Corporate Certificate If No—An explanatory statement is given to the buyer that states: If No—An explanatory statement is given to the buyer that states: If No—An explanatory statement is given to the buyer that states: A copy of a body corporate certificate for the lot is not attached; and the reasons under section 6 of the Property Law Regulation 2024 why the seller has not been able to obtain a copy of the body corporate certificate for the lot. Statutory Warranties Statutory Warranties—If you enter into a contract, you will have implied warranties under the Body Corporate and Community Management Act 1997 relating to matters such as latent or patent defects in common property or body corporate assets; any actual, expected or contingent financial liabilities that are not part of the normal operating costs; and any circumstances in relation to the affairs of the body corporate that will materially prejudice you as owner of the property. There will be further disclosure about warranties in the contract. Building Units and Group Titles Act 1980 The property is included in a BUGTA scheme (If Yes, complete the information below)	Management Act 1997	(· · ·) · · · · · · · · · · · · · · ·				
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. A copy of a body corporate certificate for the lot under the Body	Management	scheme as recorded under the Land Title Act 1994 or another Act is	×	Yes		
Certificate Corporate and Community Management Act 1997, section 205(4) is given to the buyer. If No— An explanatory statement is given to the buyer that states: a copy of a body corporate certificate for the lot is not attached; and the reasons under section 6 of the Property Law Regulation 2024 why the seller has not been able to obtain a copy of the body corporate certificate for the lot. Statutory Warranties Statutory Warranties—If you enter into a contract, you will have implied warranties under the Body Corporate and Community Management Act 1997 relating to matters such as latent or patent defects in common property or body corporate assets; any actual, expected or contingent financial liabilities that are not part of the normal operating costs; and any circumstances in relation to the affairs of the body corporate that will materially prejudice you as owner of the property. There will be further disclosure about warranties in the contract. Building Units and Group Titles Act The property is included in a BUGTA scheme (If Yes, complete the information below)		statement for the scheme contains important information about the ri owners of lots in the scheme including matters such as lot entitlemen	ghts	and obliga	ation	
 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 Statutory Warranties—If you enter into a contract, you will have implied warranties under the Body Corporate and Community Management Act 1997 relating to matters such as latent or patent defects in common property or body corporate assets; any actual, expected or contingent financial liabilities that are not part of the normal operating costs; and any circumstances in relation to the affairs of the body corporate that will materially prejudice you as owner of the property. There will be further disclosure about warranties in the contract. Building Units and Group Titles Act (If Yes, complete the information below) 		Corporate and Community Management Act 1997, section 205(4) is	×	Yes		No
** the reasons under section 6 of the *Property Law Regulation 2024* ** why the seller has not been able to obtain a copy of the body corporate certificate for the lot. Statutory		If No — An explanatory statement is given to the buyer that states:		Yes		
why the seller has not been able to obtain a copy of the body corporate certificate for the lot. Statutory Warranties—If you enter into a contract, you will have implied warranties under the Body Corporate and Community Management Act 1997 relating to matters such as latent or patent defects in common property or body corporate assets; any actual, expected or contingent financial liabilities that are not part of the normal operating costs; and any circumstances in relation to the affairs of the body corporate that will materially prejudice you as owner of the property. There will be further disclosure about warranties in the contract. Building Units and Group Titles Act The property is included in a BUGTA scheme (If Yes, complete the information below)		» a copy of a body corporate certificate for the lot is not attached; and				
Warranties Body Corporate and Community Management Act 1997 relating to matters such as latent or patent defects in common property or body corporate assets; any actual, expected or contingent financial liabilities that are not part of the normal operating costs; and any circumstances in relation to the affairs of the body corporate that will materially prejudice you as owner of the property. There will be further disclosure about warranties in the contract. Building Units and Group Titles Act The property is included in a BUGTA scheme (If Yes, complete the information below)		why the seller has not been able to obtain a copy of the body				
Group Titles Act (If Yes, complete the information below)	•	Body Corporate and Community Management Act 1997 relating to mate patent defects in common property or body corporate assets; any actu financial liabilities that are not part of the normal operating costs; and relation to the affairs of the body corporate that will materially prejudi	ters: ial, e d any ce ye	such as lat expected or circumsta	ent c r con nces	or tingent s in
Group Titles Act (If Yes, complete the information below)						
	Group Titles Act			Yes	×	No
Body Corporate A copy of a body corporate certificate for the lot under the Building □ Yes □ No Certificate Units and Group Titles Act 1980, section 40AA(1) is given to the buyer.	•			Yes		No
If No — An explanatory statement is given to the buyer that states: \Box Yes		If No — An explanatory statement is given to the buyer that states:		Yes		
» a copy of a body corporate certificate for the lot is not attached; and		» a copy of a body corporate certificate for the lot is not attached; and				
» the reasons under section 7 of the Property Law Regulation 2024 why the seller has not been able to obtain a copy of the body corporate certificate for the lot.		why the seller has not been able to obtain a copy of the body				
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.			-			

 ¥ Yes

□ No

Body Corporate

and Community

Signatures – SELLER

Signed by: William Davis 807CA75EB99EF2C1	Vicki Davis D6A23BB5C9F0C0C9	
Signature of seller	Signature of seller	
William Davis	Vicki Davis	
Name of seller	Name of seller	
29/08/2025 06:39 pm	29/08/2025 06:34 pm	
Date	Date	

Signatures – BUYER

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

Signature of buyer	Signature of buyer	
Name of buyer	Name of buyer	
Date	Date	

Searches

CURRENT TITLE SEARCH QUEENSLAND TITLES REGISTRY PTY LTD

Request No: 53112024

Search Date: 25/08/2025 16:56 Title Reference: 18238224

Date Created: 02/12/1991

Previous Title: 18179080

REGISTERED OWNER

Dealing No: 711370300 24/01/2008

WILLIAM THOMAS DAVIS

VICKI DAVIS JOINT TENANTS

ESTATE AND LAND

Estate in Fee Simple

LOT 6 BUILDING UNIT PLAN 11429

Local Government: SUNSHINE COAST COMMUNITY MANAGEMENT STATEMENT 4154

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by Deed of Grant No. 10487016 (ALLOT 3 SEC 5)

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

Jus Stx2

13

Building Units and Group Titles Act 1980 — 1990 BUILDING UNITS AND GROUP TITLES REGULATIONS 1980 (Form 1)



Regulation 8(1)
Sheet No. 1 of 11 Sheets
Annexure 1 to Sheet 1
made 7 JUL 1993

NAME OF BUILDING: "BAYSIDE"

BUILDING UNITS PLAN NO. 11429

SIGNATURE OF REGISTERED PROPRIETOR:

GIVEN under the Common Seal of ESPIANADE ENTERPRISES PTY. LITD. by authority of a resolution of the Board of Directors in the presence of DESMOND KEITH ROCKLIFF a Director and ROBERT VERSON FORD a Director and in the presence of:



BERNICE

B. Bdand J.P.

A Justice of the Peace NAME OF REGISTERED PROPRIETOR: ESPLANADE ENTERPRISES PTY.LTD.

as trustee under Nomination of Trustees No. K635969K

ADDRESS:

"CENTREPOINT"
70 BULCOCK STREET
CALOUNDRA

REFERENCE TO TITLE: VOLUME 8179 , FOLIO 80 /

DESCRIPTION OF PARCEL:

LOT 43 ON R.P. 802027

COUNTY:

CANNING

PARISH:

BRIBIE

CITY:

CALOUNDRA

NAME OF BODY CORPORATE:

. . .

THE PROPRIETORS "BAYSIDE" BUILDING UNITS PLAN NO.

11429

ADDRESS at which documents may be served:

riffiths, McColm & Parry

12 Otranto Avenue CALOUNDRA 4551 SUITE 13,65 BULCOCK ST CALOUNDRA Q 4551

BUILDING UNITS PLAN No.:

11429

REGISTERED:

28 NOV 1991 | flushed | Property | Property

CMS4154

Deleux

Shire Clerk

Town

Surveyor's Reference: 2929 Local Authority Reference:

COUNCIL FOR THE CITY OF CALOUNDRA.

12th November, 1991

(CISP)

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Building Units and Group Titles Act 1980 — 1988 BUILDING UNITS AND GROUP TITLES REGULATIONS 1980 Regulation 8(1) Sheet No. 2 Name of Building: BAYSIDE" of 11 Sheets **BUILDING UNITS PLAN NO.** 52 53 54 55 53443 45 42 RP 53443 RP53443 4.69 3.03 "BAYSIDE" BRICK UNITS 3.01 VERNEY ST. SCALE: 1:250 COUNCIL FOR THE CITY OF CALOUNDRA 12th November, 1991

Name of Building: "BAYSIDE"

Regulation 8(1) Sheet No. 3 of 11 Sheets

BUILDING UNITS PLAN NO. 11429

I, WILLIAM JOHN ROBERTS

of 67 BULCOCK STREET, CALOUNDRA

licensed surveyor registered under the Surveyors Act 1977-1989 hereby certify that:-

- (a) The building shown on the *building units plan/ለໝዝፈገለያ አክተለ እና አልተለይ አልተለ አልተለ ተመመር ነው። 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.

DATED this

FOURTEENTH

day of OCTOBER

199/

LICENSED SURVEYOR

*Delete whichever is inapplicable

Clerk Town

COUNCIL FOR THE CITY OF CALOUNDRA

12th November, 1991

Name of Building: "BAYSIDE"

Regulation 8(1) Sheet No. 4 of 11 Sheets

BUILDING UNITS PLAN NO. 11429

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 to 1986 as modified by the Building Units and Group Titles Act 1980 -1988 have been complied with in regard to the subdivision.

DATED this

Twelfth

day of November

, 19 91

TOWN CLERK

Council of the City of Caloundra

Name of Building: "BAYSIDE"

Regulation 8(1) Sheet No. 5 of 11 .Sheets

BUILDING UNITS PLAN NO. 11429

ROBBIE POCOCK

CALOUNDRA

- *accomption to addition the concentration of the content and t
- *adasibbogcasoveyoceppoioteddoyddec6oooddx
- *a building inspector appointed by the Council+ of the City of Caloundra 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

, of

/අ<u>පත්වෙලකාමේක්ක්රය/ව්යප</u>ස්පත්වශය විශාගත මහ සම්පත්ව සම සම්පත්ව සම සම සම සම

DATED this

Twelfth

day of November

, 19 91 .

* Delete whichever is inapplicable

+ Insert name of local authority

Anabiteoty Building inspector.

COUNCIL FOR THE CITY OF CALOUNDRA

12th November, 1991

Name of Building: "BAYSIDE"

Regulation 8(1)
Sheet No. 6 of 11 Sheets
11429

BUILDING UNITS PLAN NO.

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.	LUL INU.	revei	Littlement	Vol.	Fol.
1	A & B	1	& 5 38	219					
2	A & B	1		೩೩೦					
3	A & B	1		ععا					
4	A & B	1		222					
5	A & C	1		aa3					
6	A & C	1		224					
7	A & C	1		225					
8	A & C	1		226					
9	A,D,E	1		227	ŀ				
10	A,D,E	1		228					
11	A,D,E	1		229					
12	A,D,E	1		230		ŀ			
	 		· · · · · · · · · · · · · · · · · · ·						
AGGREGATE		12 /			AGGREGATE	L			

1 1 1 1									
SIGNATURE OF REGISTERED PROPRIETOR:									
GIVEN under the Common Seal of ESPLANADI									
ENTERPRISES PTY. LTD. by authority of a	-)								
resolution of the Board of Directors									
in the presence of DESMOND KEITH ROCKLII	FF)								
a Director and ROBERT VERDON FORD	_)								
a Director and in the presence of:)								
GERNICE									

A Justice of the Peace

Clerk

Town

COUNCIL FOR THE CITY OF CALOUNDRA 12th November, 1991

Name of Building: "BAYSIDE"

Regulation 8(1) Sheet No. 7 of 11 Sheets

BUILDING UNITS PLAN NO. 11429

LEVEL A

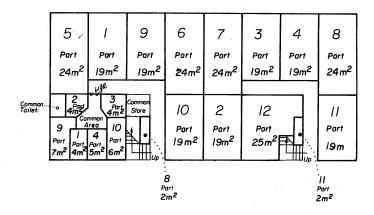


<u>PROFILE</u> — Not to Scale

GARAGES 1,3,4,5,6,7,8,9

GARAGES 10,2,12,11

0.55 --- GARAGES 10,2,12,11
STORE 1,2,3,4,8,9,0,11



Scale: I:200

Floor areas are approximate only

SIGNATURE OF REGISTERED PROPRIETOR:

GIVEN under the Common Seal of ESPLANADE

ENTERPRISES PTY. LITD. by authority of a
resolution of the Board of Directors
in the presence of DESMOND KEITH ROCKLIFF
a Director and ROBERT VEROON FORD
a Director and in the presence of:

BERNICE

B. Boland J.P.
A Justice of the Peace



Blunk

Shire Clerk

Cle

COUNCIL FOR THE CITY OF CALOUNDRA

12th November, 1991

OK

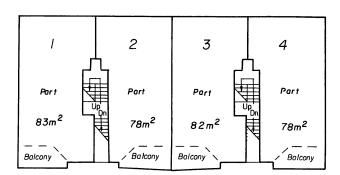
Name of Building: "BAYSIDE"

Regulation 8(1) Sheet No. 8 of 11 Sheets

BUILDING UNITS PLAN NO.

LEVEL В





Scale: 1:200

Floor areas are approximate only

SIGNATURE OF REGISTERED PROPRIETOR:

GIVEN under the Common Seal of ESPLANADE |
EMMERPRISES PTV. LIID. by authority of a |
resolution of the Board of Directors |
in the presence of DESMOND KEITH ROCKLIFF |
a Director and ROBERT VERDON FORD |
a Director and in the presence of:)

BERNKE

for Boland J.P.
A Justice of the Peace



SIL

COUNCIL FOR THE CITY OF CALOUNDRA

12th November, 1991

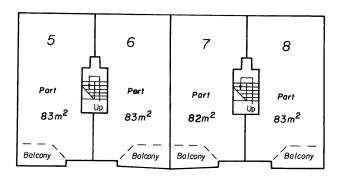
Name of Building: "BAYSIDE"

Regulation 8(1)
Sheet No. 9 of 11 Sheets

BUILDING UNITS PLAN NO. 11429

LEVEL C





Scale: 1:200

Floor areas are approximate only.

SIGNATURE OF REGISTERED PROPRIETOR:

GIVEN under the Common Seal of ESPIANADE

ENTERPRISES PTY. LITD. by authority of a resolution of the Board of Directors in the presence of DESMOND KETTH ROCKLIFF a Director and ROBERT VEROON FORD a Director and in the presence of:

BERNICE

A Justice of the Peace



Reuite

Shire Clerk L

Town

COUNCIL FOR THE CITY OF CALOUNDRA 12th November, 1991

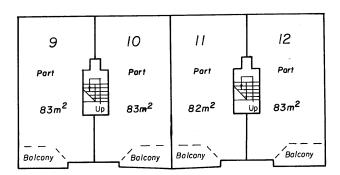
Name of Building: "BAYSIDE"

Regulation 8(1) Sheet No. 10 of 11 Sheets

BUILDING UNITS PLAN NO.

LEVEL D





Scale: 1:200

Floor areas are approximate only.

SIGNATURE OF REGISTERED PROPRIETOR:

GIVEN under the Common Seal of ESPLANADE |
EMMERPRISES PTY, LID. by authority of a |
resolution of the Board of Directors |
in the presence of DESMOND KEITH ROCKLIFF |
a Director and ROBERT VERDON FORD |
a Director and in the presence of:)

BERNICE L. Boland J.P. A Justice of the Peace



Town

COUNCIL FOR THE CITY OF CALOUNDRA

12th November, 1991

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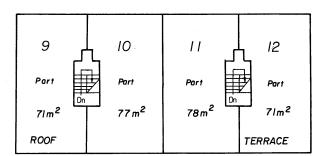
Name of Building: "BAYSIDE"

Regulation 8(1) Sheet No. 11 of 11 Sheets

BUILDING UNITS PLAN NO. 11429

LEVEL E





Scale: 1:200

Floor areas are approximate only.

SIGNATURE OF REGISTERED PROPRIETOR:

GIVEN under the Common Seal of ESPLANADE)
EMMERPRISES PTY. LITD. by authority of a)
resolution of the Board of Directors)
in the presence of DESMOND KEITH ROCKLIFF)
a Director and ROBERT VERDON FORD)
a Director and in the presence of:

BERNICE

B. Boland J.P.
A Justice of the Peace

ACTION SOLVER TO Seat Seat

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Clerk Town

COUNCIL FOR THE CITY OF CALOUNDRA

12th November, 1991

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WARWICK G. SETTREE & ASSOCIATES (TEXTS)

WARWICK GILBERT SETTREE M.I.S. (AUST.) LICENSED SURVEYOR

Holland Committee

31203

CONSULTING SURVEYORS

A.C.N. 010 209 855

OUR REFERENCE 2929

ECHELON CENTRE 67 BULCOCK STREET CALOUNDRA, 4551 (BESIDES COUNCIL OFFICES)

TELEPHONE: 91 2908 AFTER HOURS: 91 4662

I, WILLIAM J. ROBERTS Licensed Surveyor of WARWICK G. SETTREE & ASSOCIATES PTY.LTD:, 67 Bulcock Street, Caloundra hereby certify that as at the date of the signing of my Certificate in Form 2 of the Building Units and Group Titles regulations 1980, I had physically inspected the building known as "BAYSIDE"

it conforms to the Building Units Plan as submitted herewith; unimpeded access is available to all meters; meters are located on common property; the Lots are numbered in accordance with the numbering on areas designated as parts of Lots (including garages) have been suitably identified and structurally divided; all Lots in the building are physically connected to each other

TOWN, SUBURBAN & COUNTRY FREEHOLD & LEASEHOLD SURVEYS ROADS, ENGINEERING & DETAIL SURVEYS - TOWN PLANNING

FRANT SCASSI

cores.

Property Fact Pack



u6/15 Verney Street Kings Beach QLD 4551

YOUR DIGITAL COPY







At a glance

This report provides important property information and identifies the common considerations when buying property, building or renovating.



Easements





Flood Risk



CONSIDERATIONS IDENTIFIED



Character



NO CONSIDERATIONS IDENTIFIED



Vegetation



CONSIDERATIONS IDENTIFIED



Bushfire Risk



NO CONSIDERATIONS IDENTIFIED



Noise



NO CONSIDERATIONS IDENTIFIED

DATE OF REPORT

25th of August, 2025

ADDRESS

u6/15 VERNEY STREET

LOT/PLAN

6/BUP11429

COUNCIL

Sunshine Coast

ZONING

 High Density Residential Zone

UTILITIES

Sewer

SCHOOL CATCHMENTS

- Caloundra SS
- Caloundra SHS

CLOSEST CITY

Sunshine Coast - 16km



Easements

What access rights exist over the property?



THINGS TO KNOW

Easements are legal rights allowing a person or government authority to access a specific portion of land for a particular purpose. They are commonly required for the maintenance of utilities including large water and sewer pipes, stormwater drains, and power lines. Easements are also created for shared vehicle access through a property or for maintenance of built to boundary walls.

Easements are recorded on a land title and agreed to by the landowner at the time of subdivision. The easement remains on the title even if the land is sold to someone else. Typically, a landowner cannot build permanent structures within an easement area or obstruct the access of the authorised party.

Before building within or over an easement, you must obtain approval from the easement owner and should speak to a building certifier to understand any specific considerations.

Note: The map identifies only publicly registered easements provided by the relevant authority and is not a definitive source of information. You should order a certificate of title & survey plan from the titles office to be sure. Although rare, private covenants or agreements over the land may exist. If you have specific concerns about land entitlements, please contact a solicitor.

Questions to ask

- Does the easement benefit or burden the property?
- Who is responsible for the land within the easement area?
- What other impacts does the easement have on the design of my building?

LEGEND

Selected Property

Easement



Flood Risk

Is the property in a potential flood area?



THINGS TO KNOW

If your property is in a potential flood area, it's important to understand the possible risks, impacts and causes of flooding. Flooding commonly happens when prolonged or heavy rainfall causes waterways to rise, overflowing into nearby properties.

The likelihood of a flood is often described using Annual Exceedance Probability (AEP), which shows the chance of a flood happening in any given year. For example, a 1% AEP flood has a 1 in 100 chance of occurring annually.

Building, renovating, or developing in flood-prone areas may require government assessment. For instance, floor heights might need to be built above flood levels, or structures designed to allow water to flow beneath raised buildings.

It is important to check with your local authority (e.g. flood check report) to understand flood risks and access detailed information. **Note:** Government flood risk models are broad guides that estimate flood probability and acceptable risk but don't guarantee site-specific accuracy or immunity. They are primarily developed by local authorities to govern future development on that sites to mitigate risks for residents. Newly subdivided lots may have already considered flooding risks and developed above acceptable flood risk levels rendering the mapping invalid. For specific concerns, consult your local authority, local flood check or a qualified professional.

Questions to ask

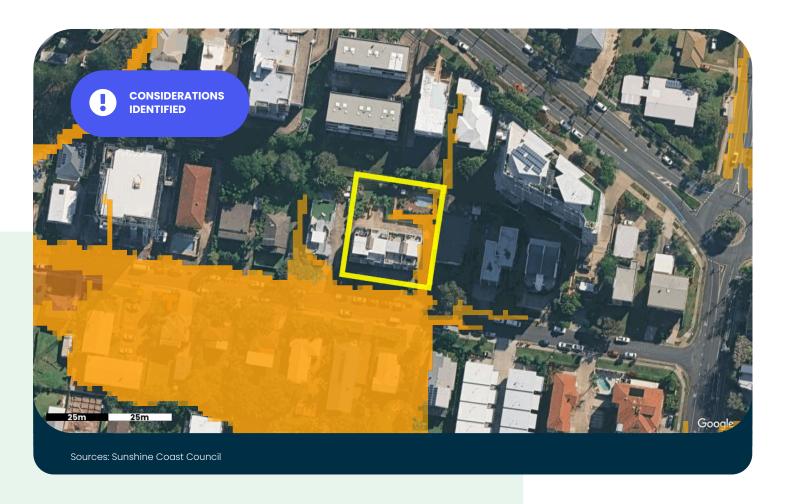
- What are the building requirements in a potential flood area?
- Can the flood risk be reduced through design measures?
- What is the probability of flooding and is this an acceptable risk for your plans?

LEGEND



Overland Flow Flood Risk

Are there any major rainfall issues for this property?



THINGS TO KNOW

Overland flow refers to water running over the ground's surface during heavy rain. This can happen when stormwater systems are overwhelmed, drainage paths are blocked, or the land cannot absorb water quickly enough.

Unlike river or coastal flooding, overland flow is usually localised but can cause water pooling, damage to structures, and flooding of yards or low-lying areas. Urban areas are particularly vulnerable due to surfaces like roads and concrete, which prevent water from soaking into the ground.

If your property is in an overland flow area, future development of the site may require specific measures like improving drainage, raising building platforms, or adding landscaping features to safely redirect water.

Check with your local authority (e.g. flood check report) to understand flood risks and access detailed information.

Note: Government overland flow maps are general guides and may not reflect site-specific conditions. They are primarily developed by local authorities to govern future development on that sites to mitigate risks for residents. Flooding may still occur outside mapped areas due to local factors. Newly subdivided lots may have already considered flooding risks and designed flows away from residential lots, rendering the mapping invalid. For tailored advice, consult your local authority or a qualified professional.

Questions to ask

- Are there specific regulations for overland flow that affect your property?
- What building or landscaping measures can help manage water flow?

LEGEND

- Selected Property
- Defined Overland Flow Event
- Overland Flow Extents

Character

Is the property in a character or heritage area?



THINGS TO KNOW

Heritage and character places are generally to be retained or restored to preserve their unique character value and charm. Any extensions or alterations to existing heritage buildings should complement the traditional building style of the area. There may also be demolition restrictions for existing heritage buildings.

If a property is identified in a character area, any new houses or an extension to a house **may** need to be designed to fit in with the existing building character of the area.

Note: It is not only houses or buildings that are protected by heritage values, there may be structures or landscape features on site that are protected by heritage values. It is essential to consult with the local authority, town planner or a building certifier for guidance on heritage places.

Questions to ask

- Is the property protected by Character or Heritage restrictions?
- What impacts do these restrictions have on renovations, extensions, or new builds?
- Is approval required for works under Character or Heritage restrictions?
- How does this consideration positively or negatively impact the property?

LEGEND



Vegetation

Is the property in an area with vegetation protection?



THINGS TO KNOW

Properties located in protected vegetation areas may have tree clearing restrictions over the native vegetation or significant vegetation on the property. Your property may have vegetation protection if it:

- is located near a river, creek or a waterway corridor
- is located in a bushland area or rural area with native vegetation
- contains large significant trees even in an urban area
- the trees have heritage values and cultural sentiment

If these features are present, your property may contribute to the preservation of important environmental or cultural values. In these cases, planning controls may apply to help guide how vegetation is managed or how land can be developed.

Note: The map provided identifies areas that may have restrictions on tree clearing of native vegetation or significant. The mapping is based on broad modelling assumptions and does not assess each site individually. Newly subdivided lots may already have considered protected vegetation in the design of the subdivision and removal of vegetation approved by Council. To obtain accurate information about tree clearing and building on a site with protected vegetation considerations, it is recommended to contact your local Council or a local arborist for guidance.

Questions to ask

- Where is the protected vegetation located on the property?
- Is the identified vegetation "native" or an introduced species?
- How does this consideration positively or negatively impact the property?

LEGEND



Bushfire Risk

Is the property in a potential bushfire area?



THINGS TO KNOW

Being located in a bushfire risk area does not guarantee a bushfire occurrence but signifies that the property has been identified as having conditions conducive to supporting a bushfire. Factors such as a dry climate, dense surrounding vegetation, and steep landscapes all contribute to the impact and intensity of a bushfire.

If you plan to build or develop in a bushfire area, your construction may need to adhere to specific requirements to ensure resident safety. This could involve proper building siting, creating barriers and buffer zones around your home, and using appropriate building design and materials to minimise the impact of bushfires.

Note: The map provided is based on broad government modelling assumptions and does not assess each site individually or guarantee bushfire immunity.

Newly subdivided lots may have already considered bushfire risk in the design of the subdivision, potentially involving vegetation removal, and gained approval from the Council. You should speak with the Council or a building certifier to identify any relevant safety requirements for your site.

Questions to ask

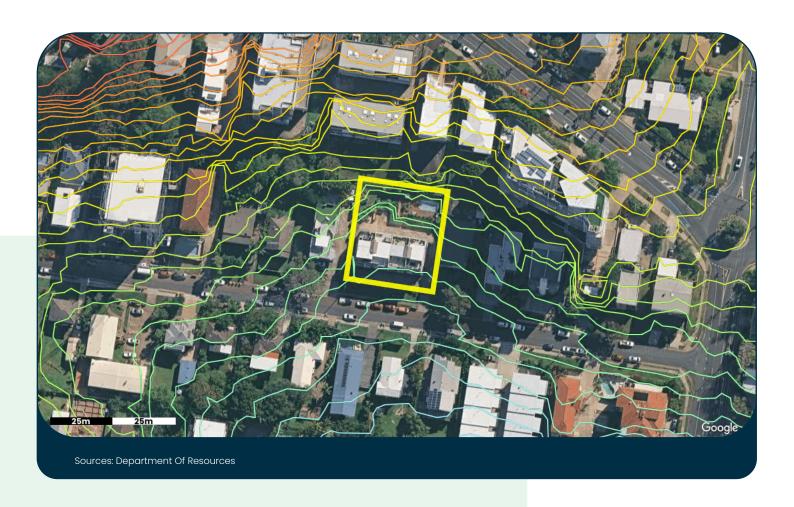
- What is the significance of the bushfire risk to the property?
- What can be built in a bushfire risk area?
- Can bushfire impacts be reduced through design?

LEGEND



Steep Land

Is there significant slope on this property?



THINGS TO KNOW

Understanding how the land slopes on your property is important to know for building construction, soil and rainwater management purposes. A sloping block is a title of land that has varying elevations. Whether the slope is steep or gradual, knowing the land's topography helps in planning and building structures on site.

A flat block of land is generally easier to construct on but sloping land has other benefits if the building is designed well, such as improved views, drainage and ventilation. Properties with steep slopes pose challenges, particularly regarding soil stability. Retaining walls and other stabilisation measures may be necessary to prevent erosion and ensure the safety of structures.

For an accurate assessment of your property's slopes and suitability for construction, consult a surveyor or structural engineer.

Note: The information provided is based on general modelling assumptions and does not evaluate each site individually. Changes in the landscape such as retaining walls may have occurred. The contour lines provided show elevation measurement above sea level.

Questions to ask

- Where is the steep land and/or landslide risk located?
- How does this affect what can be built on the property?
- Can the steep land and/or landslide risk be improved?

LEGEND

- Selected Property
 - Property Est. Fall: ~5m
- Property High: ~27m
- Property Low: ~22m

45m

17m

Noise

Is the property in a potential noise area?



THINGS TO KNOW

Some properties may be located near uses that generate noise such as road, rail and airport traffic. These noise generating uses can cause some nuisance for the occupants of a building if it is loud and consistent. When building, extending or developing property in a noise affected area, you may be required to consider design features that reduce noise for the residents of the dwelling.

Common design features some local Councils may require include installing double glazing windows, noise attenuation doors and fences. You may wish to contact an acoustic engineer for more information.

Note: The map provided identifies noise based on government broad modelling assumptions and does not assess each site individually or any nearby sound barriers such as acoustic fences, buildings, vegetation, or earth mounds.

Questions to ask

- What is the significance of the noise impacts?
- How do noise impacts affect renovations, extensions or new builds?
- How can noise impacts be reduced through design?
- How might you confirm the noise levels and whether they are acceptable?

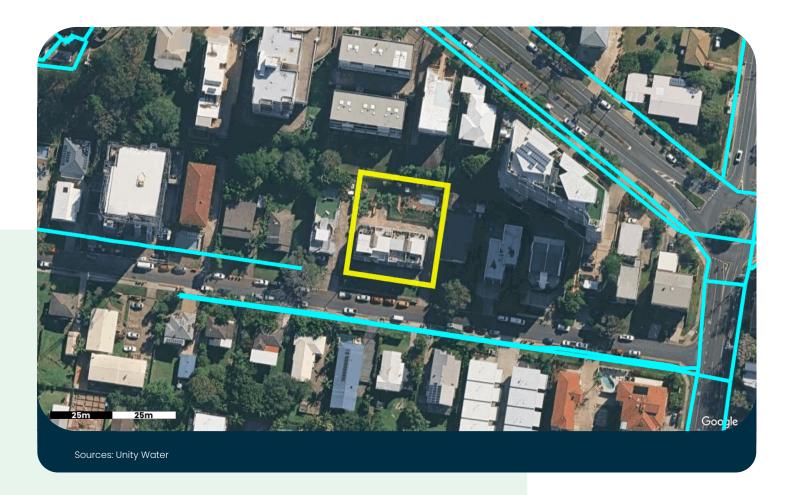
LEGEND

Selected Property



Water

Are there any water pipes nearby?



THINGS TO KNOW

Water mains carry potable water from water treatment facilities to properties to use for drinking, washing and watering of gardens. These mains are owned by Council or a local Service Authority. It is important to locate these pipes before you start any underground work, to avoid costly damage to the mains.

If you are planning to develop or renovate a property and the building work is close to or over water and sewer mains, you may be required to obtain approval from local Council or the Service Authority. You should also contact a surveyor or register professional to identify any underground services before commencing any work.

Note: The information provided identifies the location of large government maintained pipes only and does not identify all privately owned pipes that may exist underground. The location of pipes in relation to the aerial or satellite image provided may be skewed because of the angle the imagery is captured from.

The indicative pipe location is provided as a guide only and not relied upon solely before undertaking work.

Questions to ask

- Where is the water infrastructure located on the property?
- What impact might this have on renovations, extensions, new builds or redevelopment?
- What can be built over or near the identified water infrastructure?

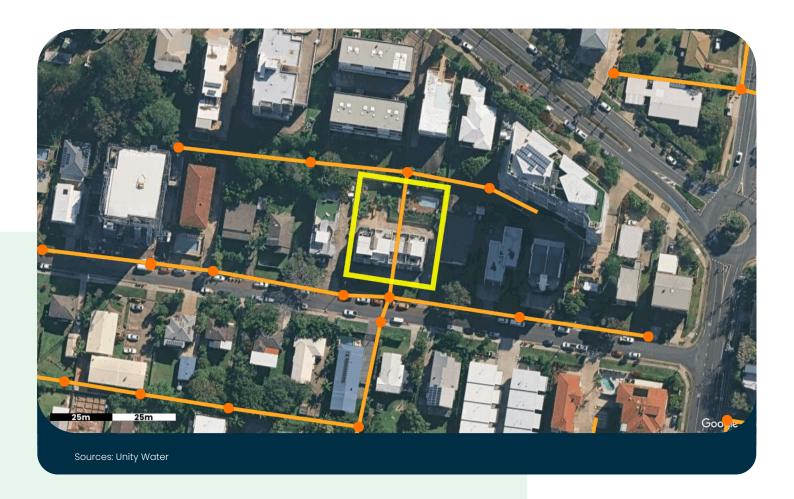
LEGEND

Selected Property

Water Pipe

Sewer

Are there any sewer pipes nearby?



THINGS TO KNOW

Sewer mains carry wastewater away from properties to sewage treatment facilities. These mains are owned by Council or a local Service Authority. It is important to locate these pipes before you start any underground work, to avoid costly damage to the mains.

If you are planning to develop or renovate a property and the building work is close to or over water and sewer mains, you may be required to obtain approval from local Council or the Service Authority. You should also contact a surveyor or register professional to identify any underground services before commencing any work.

Note: The information provided identifies the location of large government maintained pipes only and does not identify all privately owned pipes that may exist underground. The location of pipes in relation to the aerial or satellite image provided may be skewed because of the angle the imagery is captured from.

The indicative pipe location is provided as a guide only and not relied upon solely before undertaking work.

Questions to ask

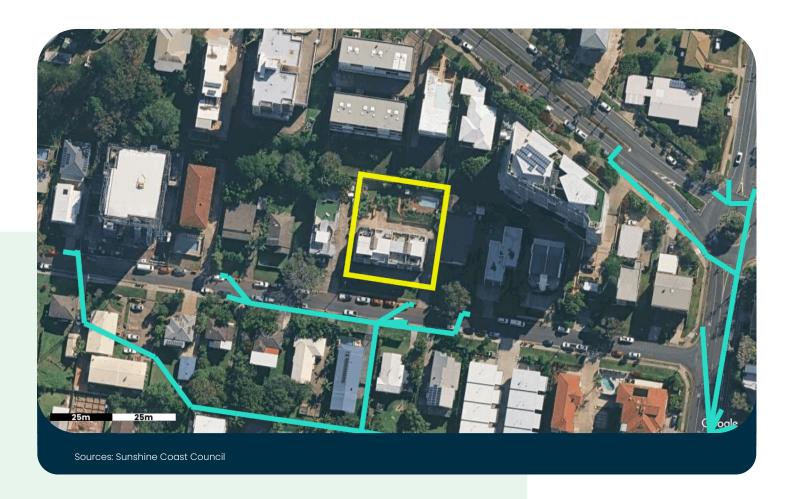
- Where is the sewer infrastructure located on the property?
- What impact might this have on renovations, extensions, new builds or redevelopment?
- What can be built over or near the identified sewer infrastructure?

LEGEND

- Selected Property
- Sewer Maintenance Point
- Sewer Pipe

Stormwater

Are there stormwater pipes on or near the property?



THINGS TO KNOW

Council stormwater pipes collect piped roof water and surface water from a number of properties and direct flows away from buildings. These pipes are owned by Council and feed into large pipes which collect water from the street curb and channel.

You will need government approval to build over or near a large stormwater pipe. It is important to locate these pipes before digging to ensure they are not damaged. Please contact the local authority to access detailed plans that show the size and depth of pipes.

Note: The information provided identifies the location of large government maintained pipes only and does not identify all privately owned pipes that may exist underground.

The location of pipes in relation to the aerial or satellite image provided may be skewed because of the angle the imagery is captured from. The indicative pipe location is provided as a guide only and not relied upon solely before undertaking work.

Questions to ask

- Where is the stormwater infrastructure located on the property?
- Is there a lawful point of stormwater discharge available to the property?
- What impacts might this have on renovations, extensions, new builds or redevelopment?
- What can you build over or near the identified stormwater infrastructure?

LEGEND

Selected Property

Stormwater Pipe Or Culvert

Power

Are there any power lines on or near the property?



THINGS TO KNOW

Power lines (overhead or underground) transmit electricity from power stations through cables to individual properties. It is important to locate these cables before digging or undertaking overhead work near power lines, to ensure they are not damaged or workers injured.

Note: The map provided identifies the general location of large power mains identified by the service authority. The location of cables and power lines in relation to the aerial or satellite image provided may be skewed because of the angle the imagery is captured from. The indicative cable location is provided as a guide only and not relied upon solely before undertaking work. Please contact the relevant Service Authority to find out further detailed information.

Questions to ask

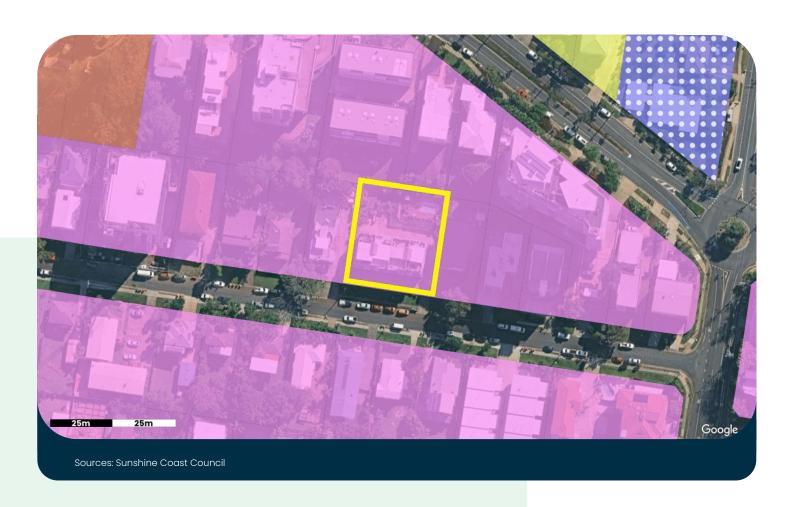
- Where is the power infrastructure located on the property?
- Is there an electricity connection available to the property?
- What impact might this have on renovations, extensions, new builds or redevelopment?

LEGEND

- Selected Property
- Overhead Power Line (HV)
- Overhead Power Line (LV)
- ••• Underground Power Cable (HV)
- ••• Underground Power Cable (LV)

Zoning

What zone is my property?



THINGS TO KNOW

Zoning helps organise cities and towns by dividing properties into specific land use types, such as commercial, residential, industrial, agricultural, and public-use. This structured approach prevents disorderly development, making cities and towns more livable, navigable, and attractive.

Zoning rules determine how land can be used and developed, including identifying desirable developments like townhouses or apartment units near public transport. Zoning may also impose restrictions on building heights to preserve local neighbourhood views.

Local area plans provide even more specific details to protect an area's unique character or encourage growth in suitable places. These plans can modify zoning rules and influence development possibilities, supporting economic growth, preserving local identity, providing open spaces, and improving transport routes.

Note: To determine the development possibilities for your property, it's essential to review the planning documents provided by local authorities, contact directly, or consult with a practising town planner.

Questions to ask

- What does the zoning and local plan mean for the property?
- What land uses are suitable for the applicable zone and/or local plan?

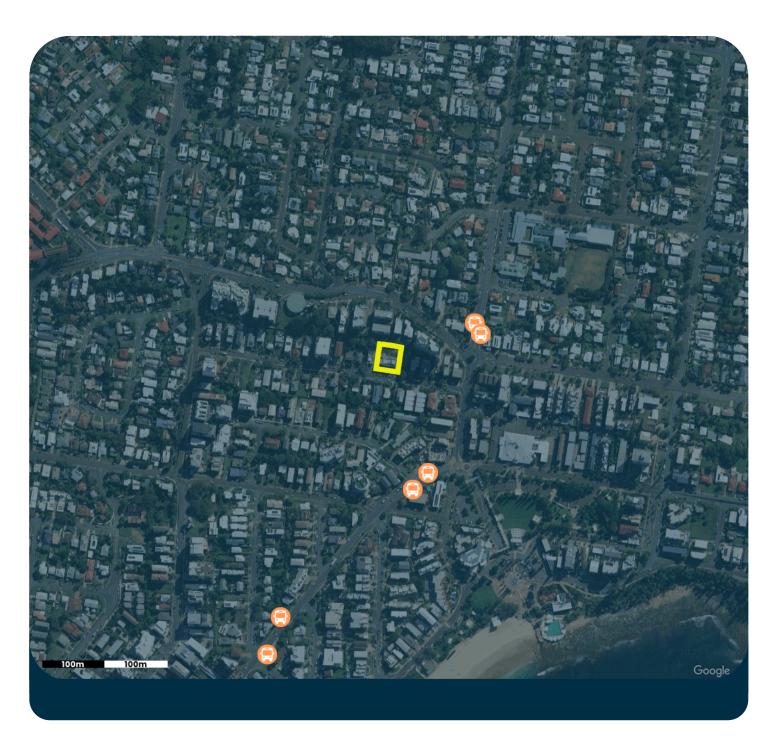
LEGEND

- Selected Property
- Community Facilities Zone
- High Density Residential Zone
- Low Density Residential Zone
- Medium Density Residential Zone
 Precinct Ldr1 (Protected Housing
 Area)



Public Transport

Is there any public transport stops nearby?



LEGEND

Selected Property

Bus Stop

Boundary

View your property boundaries



LEGEND

Selected Property

DISCLAIMER

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Information displayed in this report may be derived from third-party data modelling, automated algorithms, and publicly available or licensed third-party datasets. All data is subject to change without notice and may not reflect recent developments, site-specific conditions, or council-approved amendments. Due to the limital constitutions of digital mapping, imagery distortion, and third-party data dependencies, all spatial dăta, infrastructure locations, distances, and risk indicators are indicative only.

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- Your mortgage broker and bank
- Your building and pest inspector
- Your conveyancing solicitor
- Your building professional consultant. eg. architect, designer and builder.

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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: 51044419 EMR Site Id: 25 August 2025

Cheque Number: Client Reference:

This response relates to a search request received for the site:

Lot: 6 Plan: BUP11429 6/15 VERNEY ST KINGS BEACH

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



Serving you today, investing in tomorrow.

Mr WT Davis & Ms V Davis Unit 6/13-15 Verney St KINGS BEACH QLD 4551

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unitywater.com ABN

Account number 202878

89 791 717 472

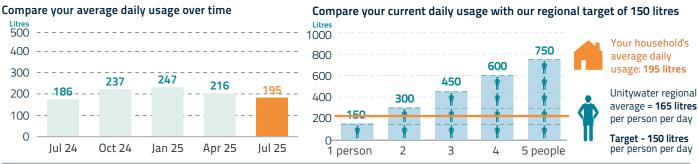
Payment reference 0002 0287 85 Property Bayside, Unit 6/13-15 Verney St, KINGS BEACH, QLD

Bill number	7127466335
Billing period 91 days	08 Apr 2025 to 7 Jul 2025
Issue date	14 Jul 2025
Approximate date of next meter reading	8 Oct 2025

Your account activity

\$332.35 New charges Total due Your last bill Payments/ Balance adjustments 13 Aug 2025 \$336.38 \$336.38 \$0.00 \$332.35 Due date

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



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



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.

Smooth*Pay*

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



Water meter details 1 kilolitre (kL) = 1000 litres (L)

Meter ID	Previous read date			Current reading (kL)	Usage (kL)	Property share %	Total usage (kL)	No. of days	Average daily usage (L)
UX2300041F	7 Apr 25	147	7 Jul 25	360	213	8.33	17.7	91	194.5
	To	otal water	usage		213		17.7	91	194.5
Total sewerag	e usage (wa	iste and gr	eywater) = 9	0% of wate	er usage		15.93	91	175.1

Activity since last bill

Account balance	!	\$0.00
12 May 2025	CBA BPAY BPAY 10/05/2025	-\$336.38
Payments / adj	ustments	
Last bill		\$336.38



Water and Sewerage Charges

Lot 6 Plan BUP11429 Installation ID 1434992

New water and sewerage charges

State Bulk Water Price	Period	kL/day	x Days	x Price/kL	
State Govt Bulk Water	08 Apr 25 to 30 Jun 25	0.1945	84	\$3.444	\$56.27
State Govt Bulk Water	01 Jul 25 to 07 Jul 25	0.1945	7	\$3.517	\$4.79
This is how much Unitywater pays to	purchase water from the State Go	vernment, aı	nd is passe	ed on to custom	ers at cost.

Unitywater (local government distributor-retailer price)

Variable Usage Charges Water up to 822 L/day Water up to 822 L/day Sewerage up to 740 L/day Sewerage up to 740 L/day	Period 08 Apr 25 to 30 Jun 25 01 Jul 25 to 07 Jul 25 08 Apr 25 to 30 Jun 25 01 Jul 25 to 07 Jul 25	kL/day 0.1945 0.1945 0.1751	x Days 84 7 84	x Price/kL \$0.760 \$0.787 \$0.760 \$0.787	\$12.42 \$1.07 \$11.18 \$0.96
Fixed Access Charges Water Access 20mm Water Access 20mm Sewerage Access Sewerage Access	Period 08 Apr 25 to 30 Jun 25 01 Jul 25 to 30 Jun 25 08 Apr 25 to 30 Jun 25 01 Jul 25 to 07 Jul 25	x No. 1 1	x Days 84 7 84 7		\$73.84 \$6.62 \$151.62 \$13.58

Sewerage Access	01 Jul 23 to 07 Jul 23	1 7 \$1.540	\$15.50
		Water subtotal	\$155.01
		Sewerage subtotal	\$177.34

Total Due = 1 + 2 \$332.35

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

\$332.35

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

Interpreter service 13 14 50

当您需要口译员时, 请致电 13 14 50。 اتصل على الرقم 50 14 13 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: 0002 0287 85



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



() POST In person, by phone or online billpay Billpay Code: 4028 Ref: 0002 0287 85

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



*4028 0002028785 00033235

202878 Account number Payment reference 0002 0287 85 Total due \$332.35 Due date 13 Aug 2025

Rate notice

Sunshine Coast

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

ABN 37 876 973 913

vickieeles56@gmail.com

⊢ 010443

Mr WT DAVIS & Ms V DAVIS **BAYSIDE** 6/15 VERNEY ST KINGS BEACH QLD 4551

Half yearly rate notice for period

1 July 2025 to 31 December 2025

22 July 2025 Issue date 202878 Property no. \$129,166 Valuation Payment reference no. 101028818 Due date for payment 22 August 2025

Amount payable \$1,227.41

Bayside, 6/15 Verney St KINGS BEACH QLD 4551 **Property location:**

Property description: Lot 6 BUP 11429 - Bayside - Contribution Entitlement = 1/12 - Interest Entitlement = 1/12

Rates and charges	Units	Rate charged	Amount
Sunshine Coast Council rates and charges			
General Rate - Category 30 Waste Bin - 240 Litre Arts and Heritage Levy Environment Levy Transport Levy	1 x 1 x 1 x	Minimum Rate = Minimum Rate = \$20.00	793.15 235.50 10.00 41.00 21.96
State Government charges (Council required to collect	ct on behalf of th	ne State Government)	
State Emergency Management Levy: Class A Group 2	1 x	x .5 =	125.80
TOTAL:			\$1,227.41

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

Easy ways to pay:



Biller Code: 18259

Ref: 101028818

Mobile & Internet Banking - BPAY® Make this payment from your cheque, savings, debit, credit card or transaction account.



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





Phone

Call 13 18 16 and follow the prompts Credit Card: MasterCard and Visa

Billpay Code: 0214 Reference: 1 0102 8818



Go to www.sunshinecoast.qld.gov.au, click on 'Pay and Apply' and follow the prompts.

Reference: 1 0102 8818 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, Old 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



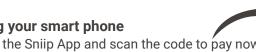
Direct debit

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.gld.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.









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 certification	Identification num	ber:	PSC0245433					
	Location of the swimming pool Property details are usually shown on the title documents and rates notices							
Street address:	15 VERNEY ST							
	KINGS BEACH QLD			Po	ostcode	4 5 5 1		
Lot and plan details:	9999/BUP/11429	Local government area:	SUN	ISHINE COAST REGI	IONAL			
3. Exemptions or alter	native solutions for the sw	imming pool (if applicable	?)			_		
and practical explanation	native solution is applicable to on of the exemption or alterna mpromise compliance with th	tive solution. It will also help						
	No disability exemption	applies; No impracticali	ty exe	emption applies				
	No alternative solution a	pplies						
4. Pool properties	Shared pool	Non-shared pool		Number of pools 1]			
5. Pool safety certification	ate validity							
Effective date:	1 2 / 0 3 / 2	0 2 5	E	xpiry date: 1 2 / 0	0 3 /	2 0 2 6		
6. Certification								
I certify that I have inscomplying pool.	y that I have inspected the swimming pool and I am reasonably satisfied that, under the <i>Building Act 1975</i> , the pool is a ying pool.							
Name:	DAVID EDWIN RABONE							
Pool safety inspector licence number:	PS101790							
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.

SearchX- UNIT 6 15 VERNEY ST, KINGS BEACH QLD 4551



Review responses online 7



Received 5 of 5 responses All responses received

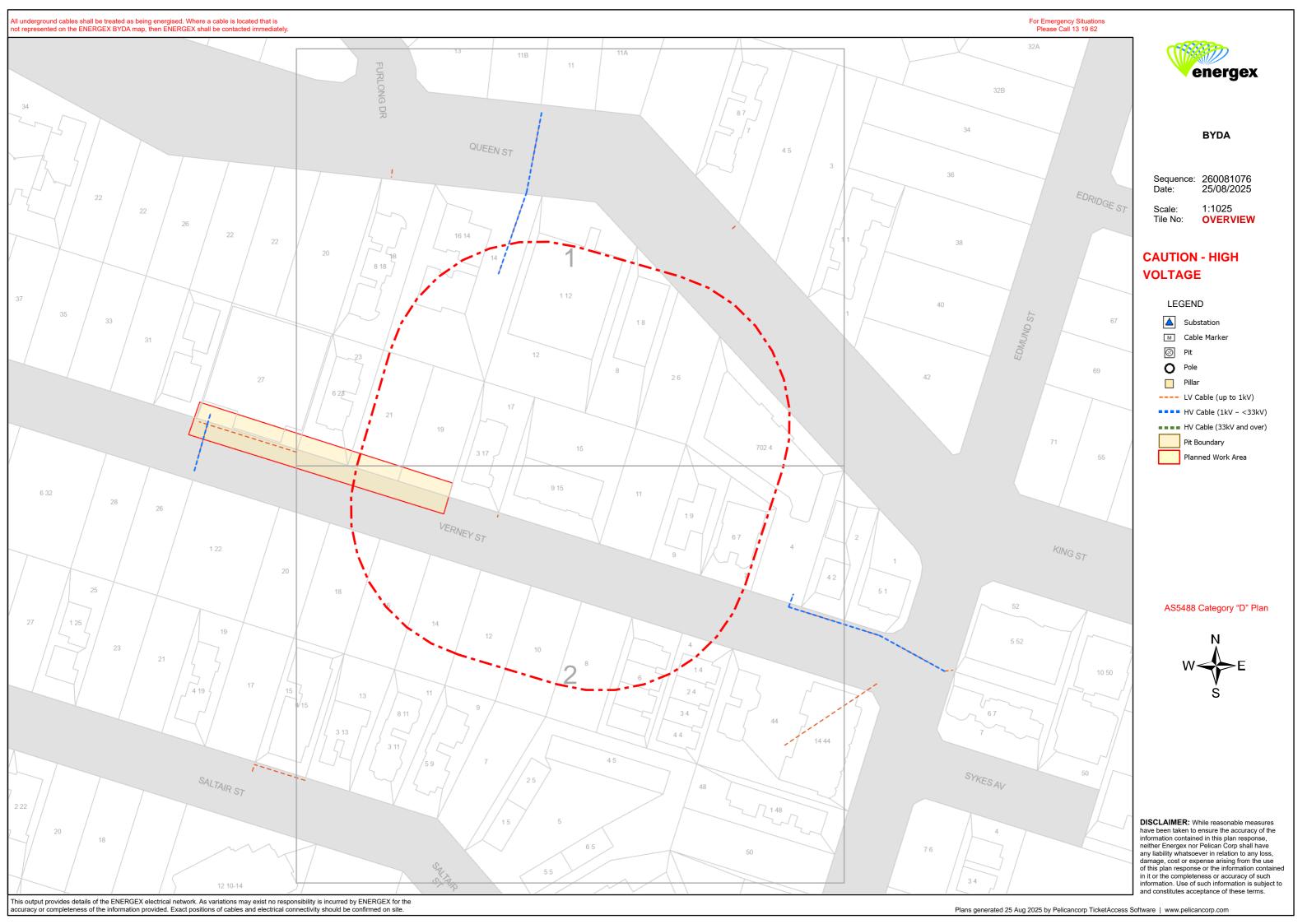
15 Verney Street, Kings Beach QLD 4551

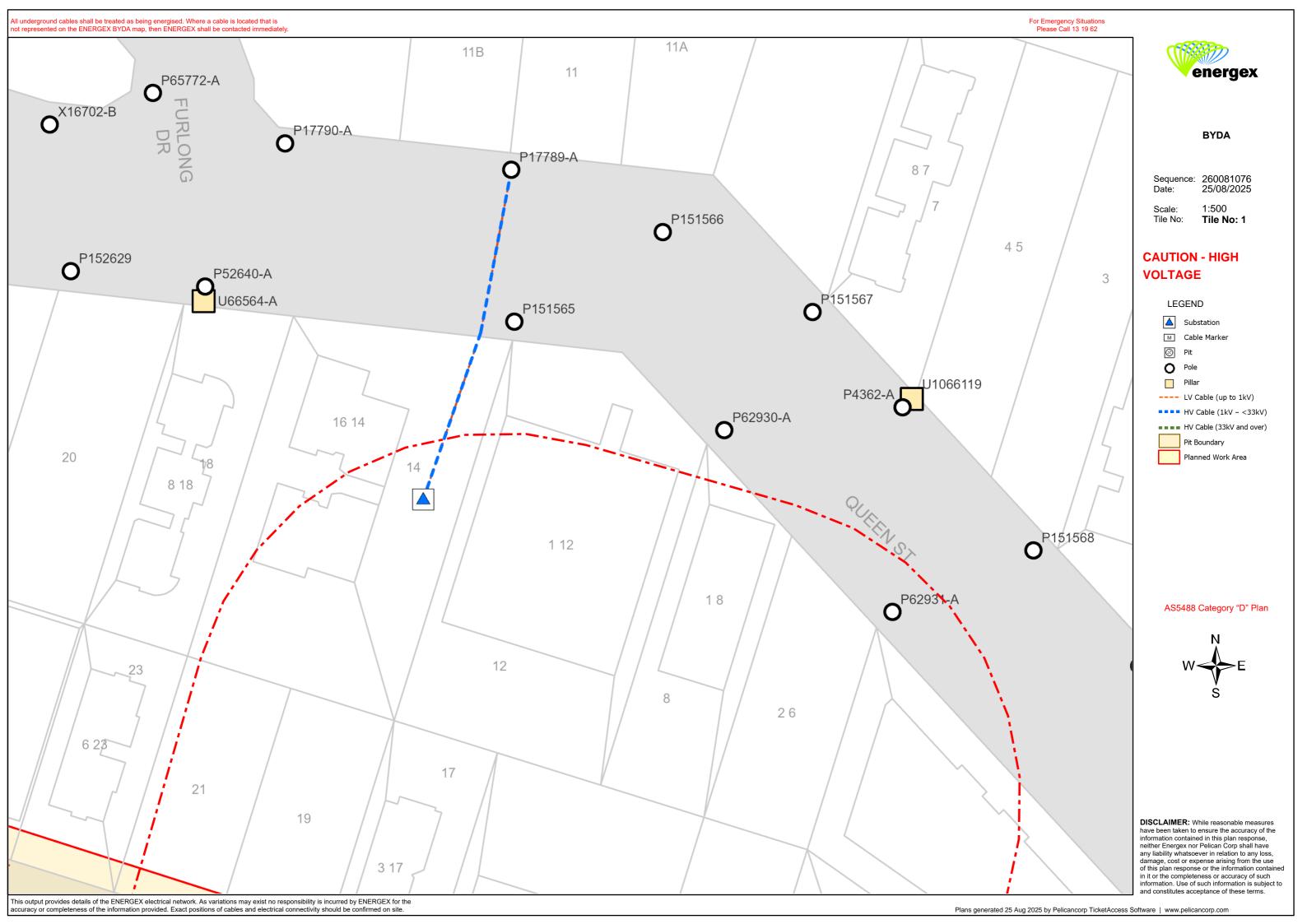
Job dates $25/08/2025 \rightarrow 26/08/2025$

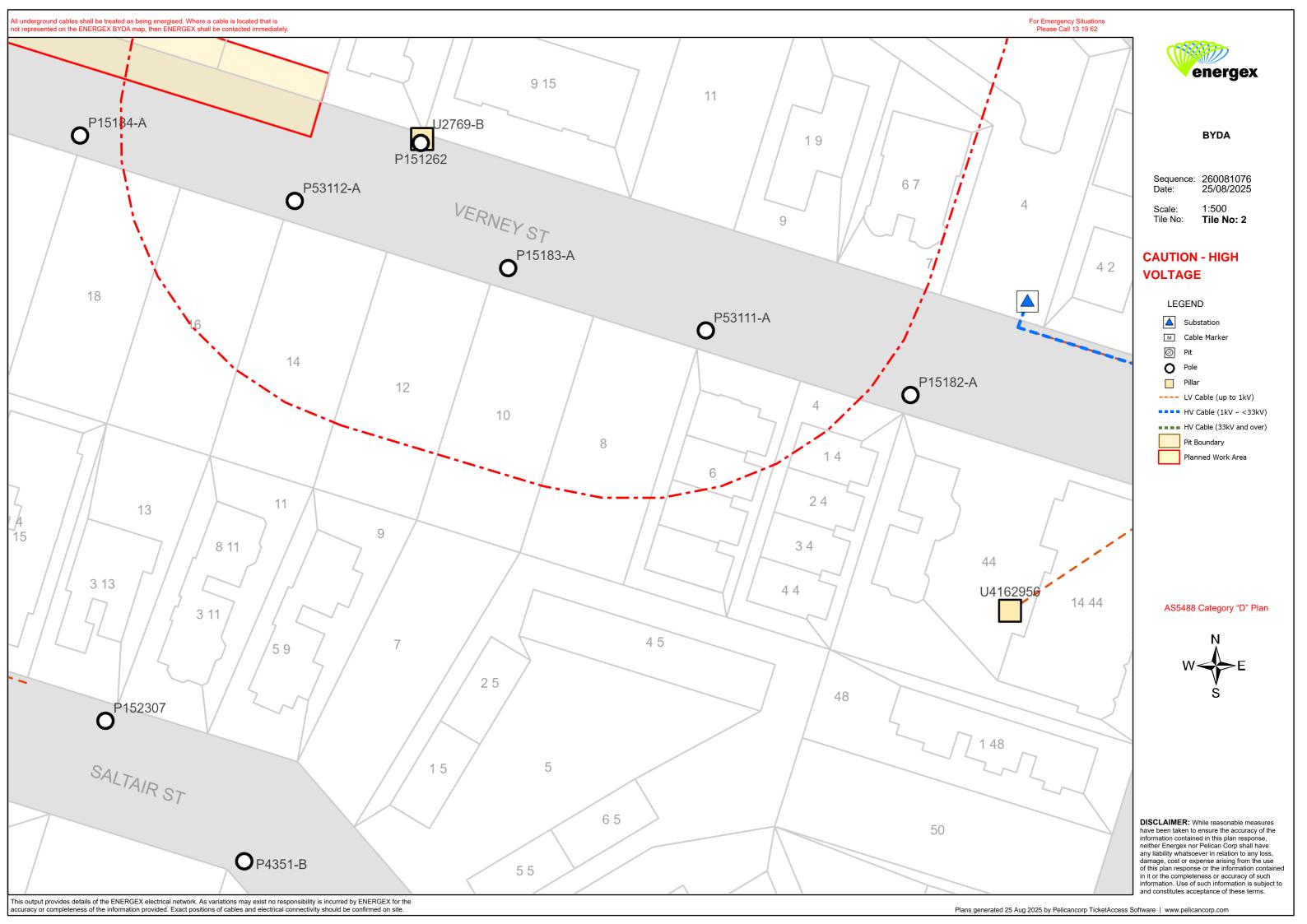
These plans expire on 22 Sep 2025

Lodged by Megan Grima

Authority	Status	Page
		2
lih Energex QLD	Received	4
III NBN Co Qld	Received	44
Sunshine Coast Regional Council	Received	58
Telstra QLD South East	Received	62
Unitywater North	Received	71







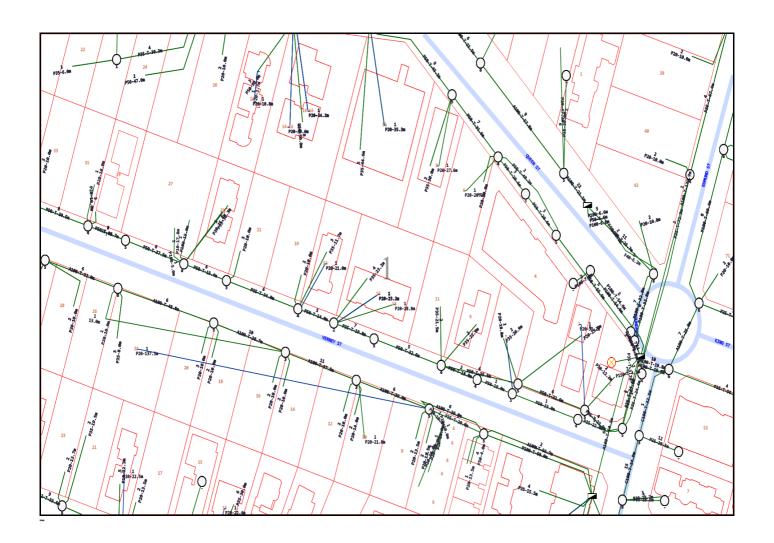
+	LEGEND nbn (i)			
34	Parcel and the location			
3	Pit with size "5"			
② E	Power Pit with size "2E". Valid PIT Size: e.g. 2E, 5E, 6E, 8E, 9E, E, null.			
	Manhole			
\otimes	Pillar			
PO - T- 25.0m P40 - 20.0m	Cable count of trench is 2. One "Other size" PVC conduit (PO) owned by Telstra (-T-), between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



Emergency Contacts

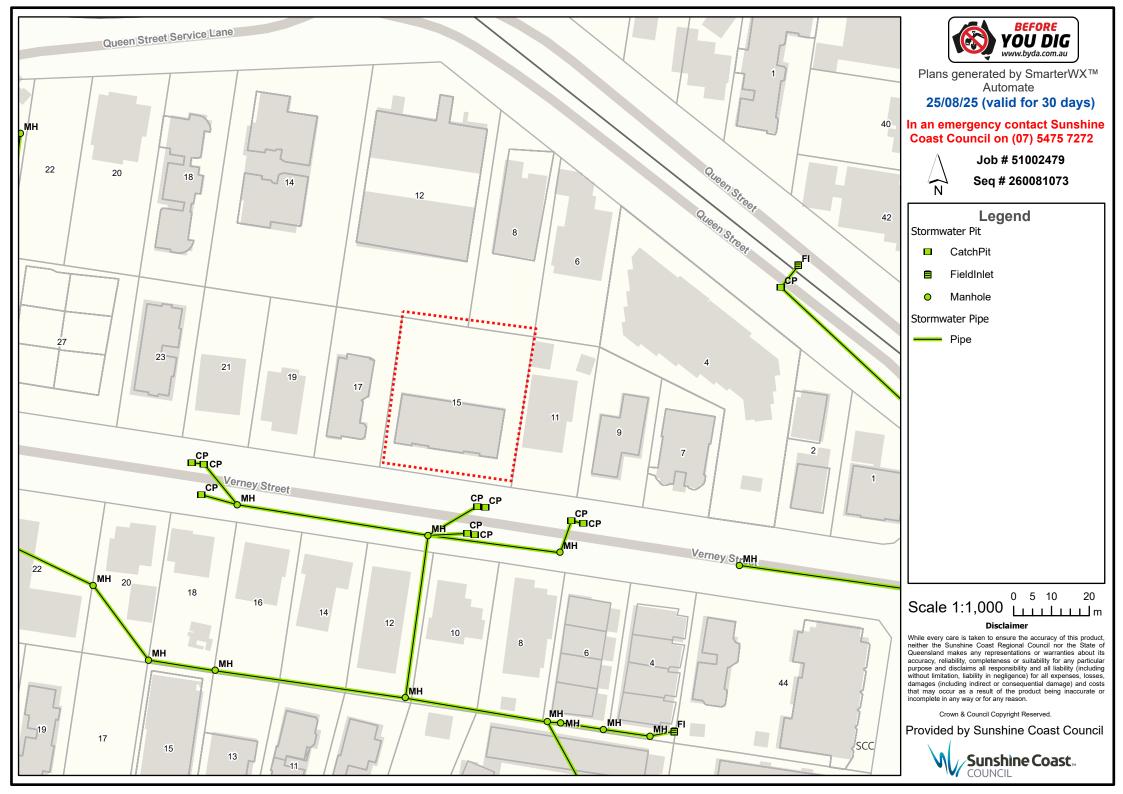
You must immediately report any damage to the ${\bf nbn}^{\, {\sf m}}$ network that you are/become aware of. Notification may be by telephone - 1800 626 329.

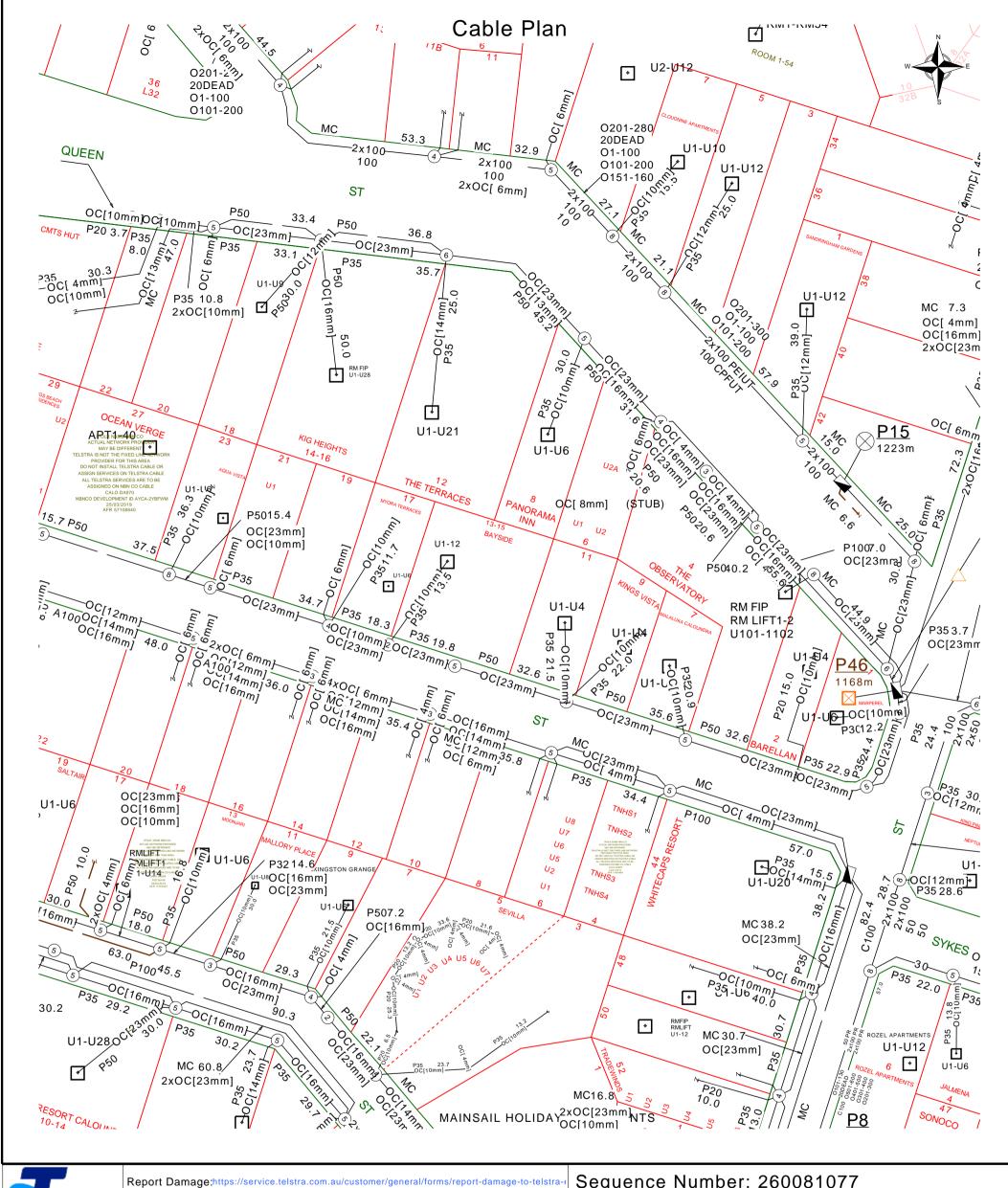
+	LEGEND nbn (i)			
34	Parcel and the location			
3	Pit with size "5"			
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-S 1 9	2 Direct buried cables between pits of sizes ,"5" and "9" are 10.0m apart.			
<u>-0</u> ————	Trench containing any INSERVICE/CONSTRUCTED (Copper/RF/Fibre) cables.			
- 99-	Trench containing only DESIGNED/PLANNED (Copper/RF/Fibre/Power) cables.			
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Emergency Contacts

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Ph - 13 22 03

Email - Telstra.Plans@team.telstra.com

Planned Services - ph 1800 653 935 (AEST bus hrs only) General Enquiries

TELSTRA LIMITED A.C.N. 086 174 781

Generated On 25/08/2025 17:13:11

Sequence Number: 260081077

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

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.

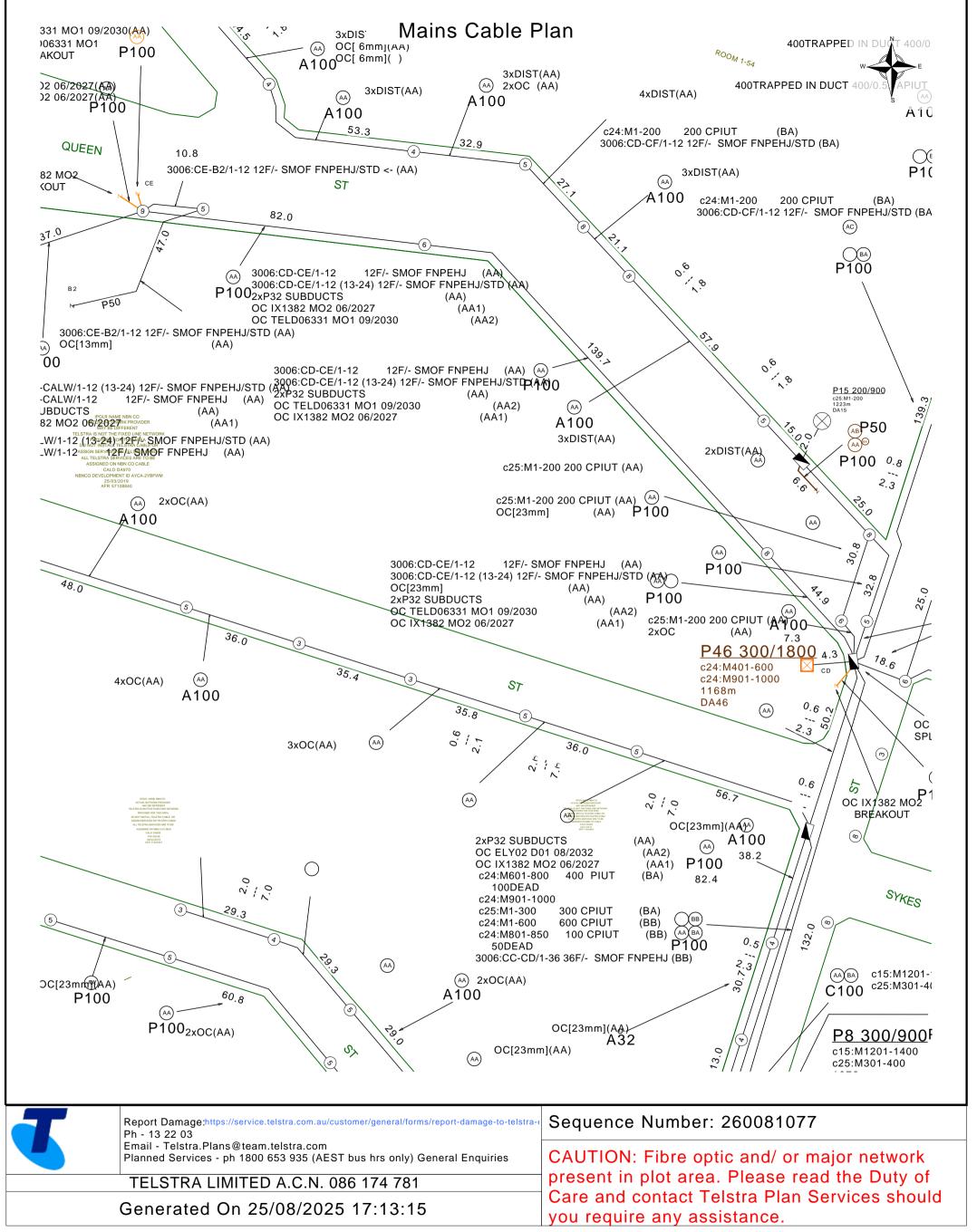
As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D.

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.



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

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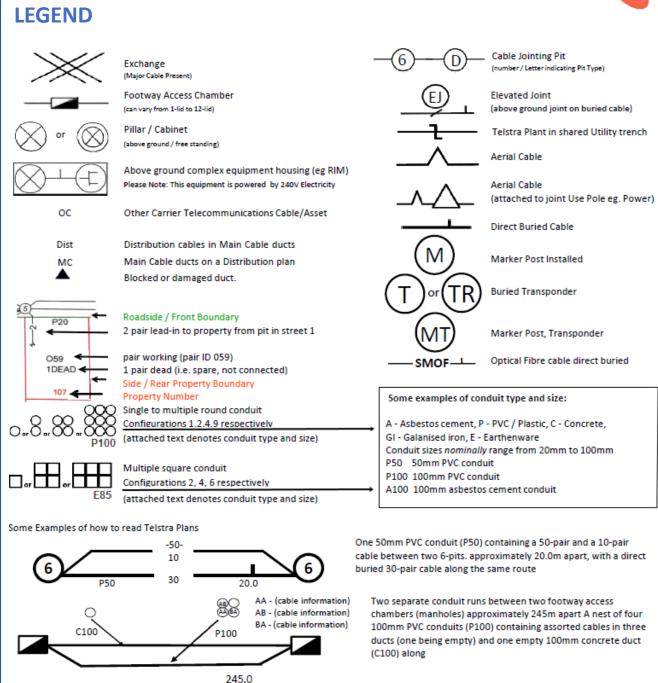
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See the Steps- Telstra Duty of Care that was provided in the email response.





Protect our Network:

by maintaining the following distances from our assets:

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

For more info contact a <u>CERTLOC Certified Locating Organisation (CLO)</u> or Telstra Location Intelligence Team 1800 653 935

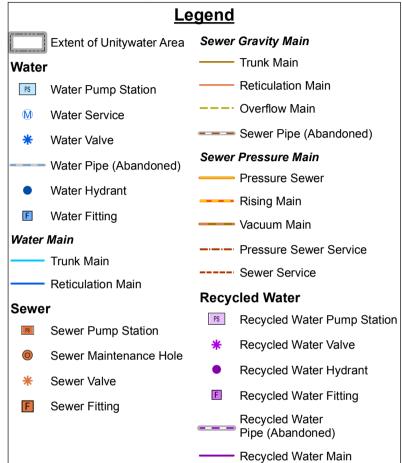
UNITYWATER BYDA MAP

Sequence Number: 260081075 Job Number: 51002479

Printed On: 25/08/2025

Emergency Situations Call Unitywater: 1300 086 489

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



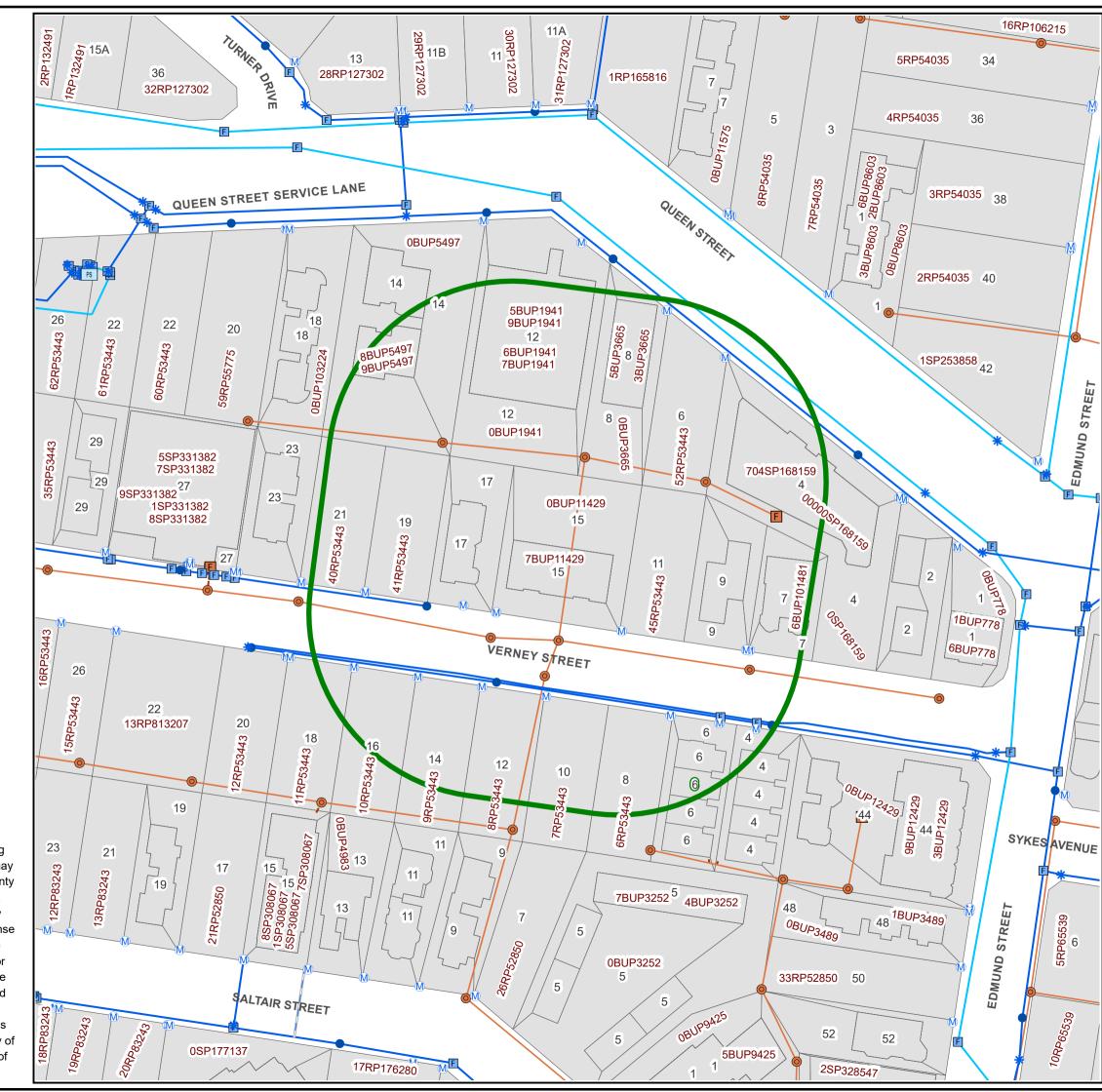
Map Tile: 1 Scale: 1:1000 (If printed at 100% on A3 size paper)



Before You Dig Australia PO Box 953 Caboulture QLD 4510

Inquiries: 1300 0 Unity (1300 086 489) Email: dbyd@unitywater.com

Disclaimer These Maps are supplied under the following conditions:- Mapping details are supplied from information contained in Unitywater's records which may have been furnished to Unitywater by other persons. Unitywater gives no warranty or guarantee of any kind, expressed, implied, or statutory, to the correctness, currency or accuracy of the map details or the degree of compliance with any standards in this matter. As per the Important Information included in the response to your enquiry, you agree that these Maps are indicative only and will not be relied upon by you for any purpose. Persons making decisions with financial or legal implications must not rely upon the map details shown on this plan for the purpose of determining whether any particular facts or circumstances exist and Unitywater (and its officers and agents) expressly disclaim responsibility and liability for any loss or damage suffered as a result of placing reliance upon this information. You also acknowledge that these Maps are the intellectual property of Unitywater and may not be reproduced or sold on without the written consent of Unitywater.



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

GENERAL REQUEST

FORM 14 Version 4
Page 1 of 15
Duty Imprint

Dealing Number 723768659

OFFICE USE ONLY

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 Department's website.

1. Nature of request

REQUEST TO RECORD NEW COMMUNITY MANAGEMENT STATEMENT FOR BAYSIDE COMMUNITY TITLES SCHEME 4154 Lodger (Name, address, E-mail & phone number)
THE REAL ESTATE LAWYER

PO BOX 2691 ASCOT QLD 4007 nadine@therealestatelawyer.com.au

Lodged by Inside Outregals

07 3262 6227

Lodger Code BE2542

BE3268

2. Lot on Plan Description

COMMON PROPERTY OF BAYSIDE COMMUNITY TITLES SCHEME 4154

Title Reference

19211429

3. Registered Proprietor/State Lessee

BODY CORPORATE FOR BAYSIDE COMMUNITY TITLES SCHEME 4154

4. Interest

FEE SIMPLE

5. Applicant

BODY CORPORATE FOR BAYSIDE COMMUNITY TITLES SCHEME 4154

6. Request

I hereby request that: the new Community Management Statement deposited herewith which amends Schedule B of the existing Community Management Statement be recorded as the Community Management Statement for Bayside Community Titles Scheme 4154.

7. Execution by applicant

Peter James

Strata Manager

First Strata Monogemen Bodu Coroccite for Bausi

CTS 415

12, 12, 2024 Execution Date

Nadine Roxanne Wismayer, Solicitor

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

NEW COMMUNITY MANAGEMENT STATEMENT

NEW CMS Version 1 Page 2 of 15

THIS CMS MUST BE DEPOSITED WITH:

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

A NEW CMS MUST BE LODGED WITHIN THREE (3) MONTHS OF THE DATE OF CONSENT BY THE BODY CORPORATE

Office use only CMS LABEL NUMBER

This statement incorporates and must include the following:

Schedule A - Schedule of lot entitlements

Schedule B - Explanation of development of scheme land

Schedule C - By-laws

Schedule D - Any other details

Schedule E - Allocation of exclusive use areas

1. Name (including number) of CTS

BAYSIDE COMMUNITY TITLES SCHEME 4154

2. Regulation module

STANDARD

3. Name of body corporate

BODY CORPORATE FOR BAYSIDE COMMUNITY TITLES SCHEME 4154

4. Scheme Land

Lot on Plan Description

COMMON PROPERTY OF BAYSIDE COMMUNITY TITLES SCHEME 4154

Title Reference

19211429

Lots 1 to 12 on BUP11429

19211430-19211442 18238219 to 18238230

Name and address of original owner

NOT APPLICABLE

6. Reference to plan lodged with this statement (if applicable)

NOT APPLICABLE

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

Insert exemption clause (if no exemption - insert 'N/A' or 'not applicable')

NOT APPLICABLE PURSUANT TO S60(6) OF THE BODY CORPORATE AND COMMUNITY MANAGEMENT ACT 1997

*If there is no exemption, a Form 18C must be deposited with the Request to record the CMS.

8. Consent of body corporate

See Form 20 - BCCM Execution

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 Titles Queensland website.

QUEENSLAND TITLES REGISTRY Body Corporate and Community Management Act 1997, Land Title Act 1994, Land Act 1994, Acquisition of Land Act 1967

BCCM EXECUTION / RELEVANT CERTIFICATE

FORM 20 Version 2 Page 3 of 15

1.	Community Title	es Scheme (CTS) Name	CTS Number		
	BAYSIDE	YSIDE 4154			
2.	Module Type of	BCCM Scheme	Instrument beir	ng executed (using this certificate)	
	Standard Modul	e	New CMS		
3.	Execution by the	Body Corporate for the above Sc	heme*	1 10	
Si	gnature	hofon.	Signature	fael	
Si	gner Name	WICCIAM DAIS	Signer Name	Paul Corcoran	
Si	gner Authority	Char person of The Body corporate	Signer Authority	Stecenty of the Body	
Er	ntity (if applicable)	The Body Corporate	Entity (if applicable)		
Ex	secution Date	12-12-2024	Execution Date	12-12-2024	
'Ву	executing above the Bo	dy Corporate confirms it is in compliance with	Section 96 of the Body Corne	Orate and Community Management 4 of 1007	

When this Form should be used:

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

Guidance

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

Signer Authority Guidance:

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

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

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

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

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

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

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest	
Lot 1 on BUP11429	1	1	
Lot 2 on BUP11429	п 1	1	
Lot 3 on BUP11429	1	1	
Lot 4 on BUP11429	1	1	
Lot 5 on BUP11429	1	1	
Lot 6 on BUP11429	1	1	
Lot 7 on BUP11429	1	1	
Lot 8 on BUP11429	1	1	
Lot 9 on BUP11429	1	1	
Lot 10 on BUP11429	1	1	
Lot 11 on BUP11429	[‡] 1	1	
Lot 12 on BUP11429	1	11	
TOTALS	12	12	

SCHEDULE B	EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

NOT APPLICABLE

SCHEDULE C	BY-LAWS			

1. Interpretation

1.1 Meaning of Words

In these By-laws:

- (a) Act means the Body Corporate and Community Management Act 1997 (Qld).
- (b) Body Corporate has the same meaning as is given to that term under the Act.
- (c) Body Corporate Assets means the real and personal property of the Body Corporate other than the Common Property.
- (d) CMS means the community management statement.
- (e) Common Property has the same meaning as is given to that term under the Act.
- (f) Costs include costs, charges, expenses and disbursements, including those incurred in connection with advisers, and GST applicable to those costs, charges, expenses and disbursements.
- (g) GST has the meaning given to it in the GST Act.
- (h) GST Act means the A New Tax System (Goods and Services Tax) Act 1999 (Cth) and the related imposition Acts and regulations.
- (i) Local Government means the Sunshine Coast Regional Council.
- (j) Lot means a lot that is part of the Scheme.
- (k) Module means the Body Corporate and Community Management (Standard Module) Regulation 2020.

- (I) Invitees means an Occupier's agents, servants, contractors, guests, visitors, children and customers.
- (m) Occupier has the same meaning as is given to that term under the Act.
- (n) **Original Owner** means the original owner as defined in the Act, and any person nominated by the Original Owner from time to time.
- (o) Owner means the owner of an interest in a Lot from time to time.
- (p) Service Provider means any entity that provides Services to the Body Corporate.
- (q) Scheme means the community titles scheme in which this CMS applies.
- (r) Scheme Building means the buildings located on the Scheme Land.
- (s) Scheme Land means the land described as scheme land in Item 4 of this CMS.
- (t) **Services** means utility services such as water, sewerage, drainage, gas, electricity, air-conditioning, communications, computer data or television service, trade waste, garbage removal and fire services supplied to the Scheme Land or another services system designed to improve the amenity, or enhance the enjoyment of the Lots on the Common Property.
- (u) Service Infrastructure means any infrastructure for the provision of Services to the Scheme Land.

1.2 Rules of Interpretation

In these by-laws unless the contrary intention appears:

- (a) a reference to a by-law includes any variation or replacement of it.
- (b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.
- (c) the singular includes the plural and vice versa.
- (d) a reference to a person includes a firm, a body corporate, an unincorporated association or an authority.
- (e) a reference to any thing is a reference to the whole and each part of it.
- (f) any requirement to obtain the consent or approval of the Body Corporate is a requirement to obtain the prior written consent or approval of the Body Corporate.

2. Protection of Common Property

An Owner or Occupier must not:

- (a) damage or deface any Body Corporate Asset or structure that forms part of the Common Property; or
- (b) erect or install anything on the Common Property, or operate, adjust or interfere with the operation of any Body Corporate Asset or structure that forms part of the Common Property without the consent of the Body Corporate.

2.2 Damage to Common Property

(a) An Owner or occupier of a lot must not damage or alter any part of the common property, including lawns, gardens, and structures, without the written consent of the body corporate. This includes the prohibition against marking, painting, or driving nails into structures on common property, except for the installation of safety devices or screens in a workman-like manner, maintained in good repair, and not detracting from the building's amenity.

(b) If an Owner or Occupier damages the Common Property, the Body Corporate may repair the damage and recover its repair Costs from the Owner or Occupier as liquidated debt due to it in any action in any Court or Tribunal of competent jurisdiction.

2.3 Depositing Rubbish on Common Property

An Owner or Occupier of a Lot must not deposit any rubbish, dirt or other material on the Common Property that could interfere with the enjoyment of the property by others, except in bins provided by the Body Corporate or the Local Government for the use of the Lot occupied by that Occupier.

3. Use of Common Property

Occupiers must:

- (a) use Common Property and Body Corporate Assets for the purpose for which they are designed or intended;
- (b) ensure that they close, and where appropriate lock, any doors on the Common Property immediately after they use them, in order to prevent unauthorised entry to the Scheme Land; and
- (c) clean any mess they make whilst on the Common Property and remove their rubbish from the Common Property.

3.2 Rules about use of the Common Property

- (a) The Body Corporate may make and amend rules about the use of the Common Property and the Body Corporate Assets from time to time that:
 - (i) are not inconsistent with these by-laws; and
 - (ii) do not obstruct the lawful use of the Common Property or a Lot by another person.
- (b) Owners, Occupiers and their Invitees must comply with those rules.

4. Maintenance and Management of Common Property

- (a) Any parts of the Common Property used for:
 - electrical substations or control panels;
 - (ii) fire services control panels;
 - (iii) telephone exchanges;
 - (iv) plant and machinery rooms; and
 - (v) other Services to the Lots and Common Property;

are to be kept locked unless there is a legal requirement to the contrary. Occupiers may not enter or open such areas without consent of the Body Corporate.

(b) The Body Corporate may allow contractors or workmen employed by the Body Corporate to store items of their property in any plant and machinery rooms on Common Property, if it is safe and lawful for that person to do so.

5. Conduct on Scheme Land

5.1 Obstructions

An Owner or Occupier must not:

(a) obstruct lawful use of Common Property, Body Corporate Assets or a Lot by another person; or

(b) interfere with or obstruct any contractor or workmen engaged by the Body Corporate from performing the duties or exercising their rights under an agreement with the Body Corporate.

5.2 Notice of Accidents

If an Owner, Occupier or its invitee is involved in an accident on Common Property the Occupier must notify the Body Corporate of the accident and give a reasonably detailed description of the circumstances.

5.3 Noise

- (a) Owners, Occupiers, their animals and Invitees must not create or allow noise in a Lot or on the Common Property likely to interfere with the peaceful enjoyment of another person lawfully in that Lot, on another Lot or on the Common Property.
- (b) Occupiers and their animals must comply in all respects with all local, state and federal government regulations and policies in relation to noise.
- (c) All musical instruments, radios, television receivers and sound equipment must be controlled so that the sound is reasonable and does not cause an annoyance to any other Owner or Occupier of a Lot. Such equipment and instruments shall not be operated between the hours 10.00pm and 8.00am in such a manner as to be audible at all to any other Owner or Occupier of a Lot.
- (d) If noise is unavoidable then the Occupier of the Lot from which the noise is emanating must take all practical steps to ensure that it is minimised (for example, closing doors, windows and curtains).
- (e) An Owner or Occupier of a Lot must request Invitees leaving after 10.00pm to leave quietly and quietness must be observed when an owner or occupier of a Lot returns to the Scheme Building after 10.00pm and before 7.00am.

5.4 Behaviour of Invitees

- (a) An Owner or Occupier of a Lot shall ensure their Invitees do not act in a manner likely to interfere with the peaceful enjoyment of the common property by others.
- (b) Occupiers are liable to compensate the Body Corporate for any damage to the Common Property or to Body Corporate Assets caused by an Owner or Occupier's Invitees.
- (c) If the Body Corporate incurs a Cost to make good damage caused by a breach of the Act, the Module or these by-laws by any of the Owner or Occupier's Invitees, the Body Corporate is entitled to recover the Cost incurred as a liquidated debt due to it in any action in any Court or competent jurisdiction from the Owner or Occupier.

6. Use of the Lots

6.1 Purpose

Lots may only be used for residential purposes.

6.2 No Alterations or External Appearances

- (a) An Occupier of a Lot must not make any alterations to any part of the exterior of the Lot without the prior written consent of the Body Corporate. For example, this means an Owner or occupier must not:
 - (i) enclose any part of the Lot;
 - (ii) place or construct any improvement on the Lot which can be seen from outside the Lot;
 - (iii) affix any antenna or aerial to the Lot; and/or
 - (iv) affix shutters, awnings, tinting or security screens on any door or window.

- (b) An Occupier must not:
 - (i) hang any washing, towels, bedding, clothing or similar articles other than on parts of the Lot; or
 - (ii) display any sign or advertisement or banner on any part of a Lot or the Common Property except as provided in By-law 6.5(b);

in such a way as to be visible from inside or outside the Scheme Land.

6.3 Structural Changes to Lots

- (a) An Owner or Occupier of a Lot must not:
 - (i) make any structural alterations to the Lot (including any alteration to gas, water or electrical installations or installation of any air conditioning system); or
 - (ii) do anything which might affect the structural integrity of the Scheme Building;

without the prior written consent of the Body Corporate.

(b) The Owner or Occupier must also obtain any other approval required by law before doing any such work.

6.4 Consent to Alterations

The following procedure applies to an application for consent under bylaws 6.2 and 6.3:

- (a) The Owner must submit a written request together with plans and specifications to the Body Corporate;
- (b) The Body Corporate must submit the plans to an architect, engineer or other consultant nominated by it within 14 days of receiving the plans;
- (c) The Body Corporate may impose conditions on the approval of the plans and specifications; and
- (d) All fees and Costs incurred by the Body Corporate must be paid by the Owner making the application, provided that such costs are reasonable and necessary for the evaluation of the application.

6.5 Sale of Lots

- (a) Any Occupier must not permit any auction sale to be conducted in a lot without the written consent of the Body Corporate.
- (b) For a sale by private treaty, real estate for sale signs must:
 - (i) be of a suitable size as determined by the Committee to ensure they do not detract from the visual impact of the scheme;
 - (ii) remain on site through the sale period and up to 14 days after the contract becomes unconditional;
 - (iii) be placed without obstructing access;
 - (iv) clearly display the Lot number;
 - (v) be made from durable materials; and
 - (vi) be corrected or repaired at the responsibility of the Owner who has engaged the agent...
- (c) The Owner who has engaged the agent assumes the risk and cost of damage to the sign.
- (d) Placement of additional signs for another lot for sale requires Body Corporate committee approval.

6.6 Defects or Damage

Occupiers must give the Body Corporate prompt notice of any defect or damage to any part of the Common Property or a Lot which they become aware of.

6.7 Fire Control

- (a) An occupier must not use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire escape.
- (b) Occupiers must not bring to, do or keep on a Lot anything which increases the rate of fire or any other insurance on the Scheme Land, or which may conflict with any insurance policy upon the Scheme Land, except with the consent in writing of the Body Corporate.

6.8 Maintenance of Lots

The Owner or Occupier of a Lot must maintain their Lot in a state that does not detract from the overall appearance of the complex or pose a risk to the safety and security of the complex and in particular:

- (a) Maintain the waterproofing membrane on the rooftop to prevent damage to the building;
- (b) Keep the interior of the Lot in a clean condition;
- (c) Take all practical steps to prevent infestation of the Lot by vermin and insects;
- (d) Not use plumbing, gas and electrical equipment in the Lot for any purpose other than for which they were designed;
- (e) Keep windows in the Lot clean; and
- (f) Except where it is the responsibility of the Body Corporate under the Module, replace all cracked or broken glass in the Lot with new glass of the same type and appearance.

6.9 Water Conservation

Occupiers must not waste water and must ensure that all taps in a Lot or on the Common Property are turned off after use.

6.10 Garbage Disposal

An Owner or Occupier of a Lot must:

- (a) Comply with all rules made by the Body Corporate and the Local Government about disposal and recycling of rubbish;
- (b) Maintain a clean and covered garbage receptacle;
- (c) Comply with local disposal laws
- (d) Use the bins or receptacles for rubbish provided by the Local Government or the Body Corporate for the Lot;
- (e) Ensure bins or receptacles are not visible from outside the Lot (or exclusive use areas allocated to the Lot), except on the day rubbish is collected by the Local Government; and
- (f) Ensure their disposal practices do not negatively impact others' health, hygiene, or comfort.

6.11 Smoking

Smoking, including the use of vapes, on Common Property and balconies is prohibited to prevent nuisance or harm to other Lot occupants or anyone using Common Property.

6.12 Infectious Diseases

In the event that an infectious disease, which requires notification by virtue of any statute regulation or organ ordinance, occurs in a lot or the common property, an occupier who becomes aware of that occurrence must:

- (a) Give written notice of that occurrence and any other information which may be required relative to it, to the Body Corporate; and
- (b) If the Occupier caused or contributed to the infectious disease, pay to the Body Corporate the expenses incurred by the Body Corporate of disinfecting the Lot and any part of the Common Property required to be disinfected and replacing any articles or things the destruction of which may be necessitated by such disease.

6.13 Compliance with Health and Safety Regulations

All Owners and occupiers must comply with local health and safety regulations to ensure a safe and healthy environment within the complex.

6.14 Hazardous Substances

Except with the Body Corporate's written consent, Owner or Occupiers must not:

- (c) store or use any hazardous or flammable substances on Scheme Land, other than for domestic purposes or in a vehicle's fuel tank; nor
- (d) Bring anything onto the Scheme Land which may increase the Cost of insurance or breach any fire safety laws.

6.15 Nuisance

Without limiting section 167 of the act:

- (a) No noxious odours or offensive language or activity may be carried out on the Scheme Land;
- (b) Televisions, radios and musical instruments and animals must be reasonably controlled so they do not cause annoyance to Occupiers;
- (c) Machinery, tools or other things which emit loud noises or noxious odours or which may interfere with television or radio reception may not be used on the Scheme Land; and
- (d) People entering or leaving Lots after 11:00 PM must do so guietly.

6.16 Security

The Occupier of a Lot must look or securely fasten all doors and windows in the Lot whenever the Lot is not occupied.

7. Vehicles, Parking and Driving

- (a) Vehicles may only be driven on the parts of the Common Property that are designed for that purpose (if any).
- (b) Vehicles must be driven at a safe speed. The maximum limit on the Common Property is 5 kilometres per hour.
- (c) An Occupier must not and must ensure its Invitees do not park or allow any car to be parked on the Scheme Land, except in car spaces allocated to the Lot of the Occupier.
- (d) Heavy vehicles (over 2 tonnes tare) may not be brought onto the Scheme Land.
- (e) Vehicles may only be driven on Scheme Land by a licenced driver and only if the vehicle may be lawfully driven on a public road.

8. Common Use Parking Areas

- (a) Common use parking areas are designated as follows:
 - (i) The front parking area is reserved for an external bona fide tradesperson between Monday to Friday, 7 AM to 4 PM;
 - (ii) For the purposes of these by-laws, distinction between an "owner or occupier tradesperson" and an "external bona fide tradesperson" shall be recognised as follows:
 - a. An "owner or occupier tradesperson" refers to an individual owner or occupier of a lot within the Scheme Land who personally undertakes or supervises repair, maintenance, or improvement works on their own Lot or Common Property, utilising their own skills or qualifications in a trade.
 - b. An "external bona fide tradesperson" is defined as a professionally trained or qualified individual not residing in or owning a lot within the Scheme Land, engaged by an owner, occupier, or the Body Corporate to perform specific repair, maintenance, or improvement works on the Scheme Land or individual lots.
 - (iii) Outside these hours, and for brief pick-ups and drop-offs (limited to 30 minutes), the space is available to Lot owners.
 - (iv) To reserve this space, an orange cone must be placed the day before use.
 - (v) The Owner or Occupier reserving the space is responsible for removing the cone post use.
 - (vi) Visitor parking in the two rear areas is limited to three consecutive days unless prior approval is obtained from the body corporate.
 - (vii) Each Lot may park only one vehicle in the Visitor spaces at any time, to ensure fair use.
 - (viii) In recognition of the necessity to manage visitor parking spaces equitably among all titled owners, occupiers, and their invitees, the following fair use policy is hereby established:
 - a. Each Lot is permitted to use visitor parking spaces for their guests, but such use must be considerate of the needs of all residents within the community. To ensure equitable access, the continuous use of a visitor parking space by guests of a single Lot is limited to a maximum of 48 hours within a 7-day period.
 - b. Should a Lot's guests require extended use of visitor parking beyond the 48-hour limit within a 7-day period, the Lot owner or occupier must seek prior written approval from the Body Corporate. Such requests will be considered on a case-by-case basis, subject to availability and the demonstrated need for extended access.
 - c. To facilitate fair use and turnover of visitor parking spaces, the Body Corporate may implement a visitor parking permit system or other management measures as deemed necessary. Details of any such system or measures will be communicated to all Lot owners and occupiers and must be adhered to as part of this by-law.
 - d. Non-compliance with this fair use policy may result in the implementation of sanctions, including but not limited to, the towing of vehicles parked in violation of these terms. All costs associated with the enforcement of this policy, including towing charges, shall be borne by the Lot owner or occupier in violation.
 - (ix) e) This policy is intended to balance the needs of all residents for visitor parking, recognising the limited nature of these spaces. All Lot owners, occupiers, and their invitees are expected to adhere to this policy to ensure a harmonious and fair use of the visitor parking facilities.

9. Towing of Vehicles

(a) A vehicle parked on Scheme Land in violation of By-Law 7 or not in accordance with the designated common use parking areas as specified in By-Law 8 may be removed by or at the direction of the body corporate.

Title Reference Error! Reference source not found. 19211429 Page 12 of 15

- (b) The body corporate or its authorised agent shall have the right, but not the obligation, to tow any such vehicle at the expense of the vehicle's owner.
- (c) Before towing, reasonable efforts will be made to contact the owner of the vehicle to remove it voluntarily.
- (d) If the vehicle is towed, the body corporate will provide information regarding the location to which the vehicle has been towed and the process for recovery.
- (e) The body corporate shall not be liable for any damage, loss, or other consequences resulting from the towing, provided the action was taken in a reasonable manner.

10. Right of entry

- (f) The body corporate has the right to access any lot, given reasonable notice, for the purpose of maintenance, repair, or emergency services to common property or another Lot.
- (g) In the case of an emergency no notice will be necessary, but the Body Corporate will use reasonable endeavours to cause as little inconvenience to the Occupier as possible.

11. Costs incurred by the Body Corporate

- (a) If the Body Corporate incurs Costs because an Owner or Occupier does not pay an amount due to the Body Corporate or breaches these by-laws, the Act or Module, the Occupier must pay the Body Corporate those Costs within seven days of the Body Corporate demanding payment, as a liquidated debt due to the Body Corporate.
- (b) If the Body Corporate takes legal action to recover amounts to the Body Corporate the Occupier against whom the action is taken must pay the Body Corporates' legal costs and expenses on a solicitor own client basis.

12. Compliance

Owners or Occupiers must comply with, and ensure all Invitees comply with:

- (a) these bylaws and any rules made by the body corporate in accordance with these bylaws;
- (b) all relevant laws; and
- (c) The requirements, notices and orders of any service provider with jurisdiction over the scheme land.

13. GST

- (a) Unless otherwise expressly stated, the sums payable or consideration to be provided under are in accordance with these by-laws or exclusive of GST.
- (b) If any person:
 - (i) Is liable to pay GST on any supply made by it under these by-laws; and
 - (ii) Issues a valid tax invoice to the recipient within seven days of the due date for payment for the supply;

then the recipient agrees to pay the supplier an additional amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

(c) Despite any other provision in the CMS to the contrary this by-law 12 will survive termination of the CMS.

14. Keeping of Animals

The following rules apply with respect to the keeping of animals:

- (a) Subject to section 181 of the Act and this by-law, the Occupier of a Lot or its Invitees may not keep or bring any animal onto the Scheme Land.
- (b) An Owner or Occupier may keep an animal in their Lot provided they have the written approval of the Body Corporate and comply with the provisions of this by-law.
- (c) For an Owner or Occupier to receive written approval of the Body Corporate, the request must be in writing, with Details including evidence of compliance with local Council regulations, given to the secretary or, in the secretary's absence, the chairperson.
- (d) The Committee must decide the request as a motion for consideration by the Committee within the Prescribed Period.
- (e) The Body Corporate:
 - (i) May grant the approval subject to conditions that are, in the circumstances, reasonable and appropriate;
 - (ii) May give approval subject to conditions which may include but are not limited to:
 - a. Continued compliance with local Council regulations and other laws:
 - b. Adherence to by-law 5.3:
 - c. Adherence to by-law 6.15:
 - d. Adherence to waste management protocols;
 - e. Animals do not disrupt the peace or safety of the community: and
 - f. compliance with the Animal Care and Protection Act 2001, including ensuring that the animal is not kept in a confined space contrary to RSPCA size and exercise requirements;
 - (iii) Must not withdraw it's written approval granted to an Owner or Occupier under by-law 14(b) so long as:
 - A. The conditions of Approval under by-law 14(ii) have not been breached:
 - B. The animal does not disturb others;
 - C. The animal is clean and properly toilet trained; and
 - D. The animal is kept restrained at all times when on Scheme Land.
 - (iv) The Owner or Occupier of the Lot is responsible for:
 - A. Tidying up after the animal;
 - B. Making sure the animal does not defecate the Scheme Land; and
 - C. Making sure the animal does not disturb others when it is on Scheme Land.
- (f) The onus of proving that the behaviour of the animal complies with this by-law is on the Owner or Occupier.

15. Swimming Pool

- (a) An Owner or Occupier of a Lot must not use the swimming pool between sunset and sunrise without the written consent of the Committee.
- (b) An Owner or Occupier must ensure:-
 - (i) its Invitees do not use the swimming pool unless accompanied by the Owner or Occupier;
 - children below the age of 13 years do not enter or use the swimming pool unless accompanied by an adult person exercising effective control over them.

- (c) An Owner or Occupier and its Invitees must:
 - (ii) exercise caution at all times when using the swimming pool and must not run, splash, dive into or behave in any manner that is likely to interfere with the use and enjoyment of the swimming pool by any other person;
 - (iii) not have any objects in the swimming pool other than flotation devices for the assistance of children;
 - (iv) not have any glass containers or glass receptacles of any type in or near the swimming pool;
 - (v) not consume food and drink in the swimming pool;
 - (vi) not consume alcohol in the swimming pool; and
 - (vii) ensure the minimum dress standard for the swimming pool is observed. Bathing costumes must comply with any minimum standard required for bathing at a Local Government public pool.
 - (viii) Ensure the pool gate is locked when leaving the pool to ensure restricted access for unauthorised user(s)

16. Interference with Pool Equipment

An Owner or Occupier must not without proper authority adjust or interfere with the operation of any equipment associated with the swimming pool or add any chemical or other substances to the swimming pool.

17. Respectful communications

- (a) Owners and Occupiers must only communicate and interact in writing with the Body Corporate and other Owners and Occupiers in a reasonable manner and not in any way which may (including, but not limited to) be:
 - (i) An annoyance;
 - (ii) A Nuisance;
 - (iii) Threatening or intimidating;
 - (iv) Defamatory; or
 - (v) Anti-social
- (b) Owners and Occupiers shall ensure that their communications (including requests) with the Body Corporate are sent in accordance with the following;
 - (vi) Written Communication shall only be sent by pre-paid post or email at the address of the duly appointed Secretary via the appointed Body Corporate Manager, and served at the duly appointed Body Corporate Manager's address.
 - (vii) Telephone communications (including leaving voicemails or text/SMS messages) may only be made in the event of a genuine emergency or where the Body Corporate or the Committee has expressly invited it; and
 - (viii) Telephone communications may only be made to a telephone number expressly nominated for that purpose by the Body Corporate or Committee.
- (c) Other than in circumstances above, all communications with the Body Corporate or Committee for must be in written form and sent only to the postal or email address nominated for the purpose by the Body Corporate.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

NOT APPLICABLE

SCHEDULE E

DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY

NOT APPLICABLE

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29 August 2025

BAYSIDE CTS 4154 Not registered for GST

Mr & Mrs Davis

Ref

Re Lot 6 BAYSIDE CTS 4154

Fee 92.51 Paid

First Strata Management Pty ltd ABN: 99 641 480 579

Please find enclosed a Body Corporate Certificate pursuant to section 205(4) 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.

Before settlement, you may consider obtaining an updated certificate.

Please note there will be an additional fee of \$50.00 Plus GST applies for this updated service which is payable on demand

Please contact our office to raise this invoice.

Should you require any further information please don't hestitate to contact our office.

Yours faithfully,

Body Corporate Manager For the Body Corporate Secretary Office of the Commissioner for Body Corporate and Community Management

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 29/08/2025

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

BAYSIDE CTS No. 4154

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: Peter James Company: C/- First Strata Management Pty Ltd

Phone: 07 5458 6869 Email: peter.james@firstsm.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: 6

Plan type and number: 11429

Plan of subdivision: BUILDING FORMAT PLAN

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

Regulation module

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

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

The regulation module that applies to this scheme is the:

Standard

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

Layered arrangements of community titles schemes

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

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?

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

Exclusive use areas

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

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

Yes

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

listed in the community management statement & given with this certificate

Lot entitlements and financial information

Lot entitlements

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

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

Contribution schedule

Contribution schedule lot entitlement for the lot: 1

Total contribution schedule lot entitlements for all lots: 12

Interest schedule

Interest schedule lot entitlement for the lot: 1

Total interest schedule lot entitlements for all lots: 12

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 6 for the current financial year: \$ 3,840.49

Number of instalments: 2 (outlined below)

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

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

Due date	Amount due	Amount due if discount applied	Paid
01/03/23	1,213.52	1,092.17	01/03/23
01/09/23	2,626.97	2,364.27	30/08/23
01/03/24	2,626.97	2,364.27	29/02/24
01/09/24	2,047.10	1,842.39	28/08/24
01/03/25	2,337.04	2,103.34	26/02/25
01/09/25	670.37	603.33	26/08/25
01/03/26	1,875.00	1,687.50	

Amount overdue

Amount Unpaid including amounts billed not yet due

Nil

(\$670.37)

Sinking fund contributions

Total amount of contributions (before any discount) for lot 6 for the current financial year: \$ 1,914.00

Number of instalments: 2 (outlined below)

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

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

Due date	Amount due	Amount due if discount applied	Paid
01/03/23	957.00	861.30	01/03/23
01/09/23	957.00	861.30	30/08/23
01/03/24	957.00	861.30	29/02/24
01/09/24	8,459.66	7,613.69	28/08/24
01/03/25	4,708.33	4,237.50	26/02/25
01/03/26	2,354.17	2,118.75	

Amount overdue Nil

Amount Unpaid including amounts billed not yet due Nil

Special contributions - Administrative Fund (IF ANY)

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

Total amount of contributions (before any discount) Nil

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

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

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

Due date Amount due Amount due if discount applied Paid

Amount overdue Nil

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

Special contributions - Sinking Fund (IF ANY)

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

Total amount of contributions (before any discount) Nil

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

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

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

Due date Amount due Amount due if discount applied Paid

Page 7

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

Amount

Due date Amount

s							
Due date	Amount due	Amount due if discount applied	Paid				
01/03/23	473.67	426.30	01/03/23				
01/09/23	457.64	411.88	30/08/23				
01/07/24	457.64	457.64	25/06/24				
01/09/24	450.45	450.45	28/08/24				
01/03/25	454.05	454.05	26/02/25				
Other amounts payable by the lot owner							
	Due date 01/03/23 01/09/23 01/07/24 01/09/24 01/03/25	Due date Amount due 01/03/23 473.67 01/09/23 457.64 01/07/24 457.64 01/09/24 450.45 01/03/25 454.05	Due date Amount due Amount due if discount applied 01/03/23 473.67 426.30 01/09/23 457.64 411.88 01/07/24 457.64 457.64 01/09/24 450.45 450.45 01/03/25 454.05 454.05				

Fund

No other amounts payable for the lot.

Summary of amounts due but not paid by the current owner

Purpose

At the date of this certificate

Annual contributions		(\$670.37)
Special contributions		Nil
Other contributions		Nil
Other payments		Nil
Penalties		Nil
Total amount overdue	(Total Amount Unpaid including not yet due \$0.00)	(\$670.37)

(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: 04/03/24

Current sinking fund balance (as at date of certificate): \$ 122,979.34

Improvements to common property the lot owner is responsible for

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

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

Date Description Conditions

Body corporate assets

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

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

Description Type Acquisition Supplier Original Cost To Date Market Value

Chlorinator Plant and Machinery 17/01/14 POOLSIDE SHOP \$1,050.00 \$0.00 \$1,050.00

Shop 3/39 Caloundra Road Caloundra Qld 4551

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 LNG-STR-20224134 7,620,474.00 11,299.14 01/03/26 Insured property (Incl Earthquake): \$2000

ARTHUR J GALLAGHER & CO (AUS)

Legal Defence: \$1,000 and 10% contribution

BCCM Form 33 | Body corporate certificate | Form33 | V1 | August 2025

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
LOSS OF RENT/TEMP AC ARTHUR J GALLAGHER & CO (AUS)	LNG-STR-20224134	1,143,071.00	01/03/26	Insured property (Incl Earthquake): \$2000 Legal Defence: \$1,000 and 10% contribution
COMMON AREA CONTENTS ARTHUR J GALLAGHER & CO (AUS)	LNG-STR-20224134	50,000.00	01/03/26	Insured property (Incl Earthquake): \$2000 Legal Defence: \$1,000 and 10% contribution
FLOATING FLOORS ARTHUR J GALLAGHER & CO (AUS)	LNG-STR-20224134	NOT- COVERED	01/03/26	Insured property (Incl Earthquake): \$2000 Legal Defence: \$1,000 and 10% contribution
LIABILITY ARTHUR J GALLAGHER & CO (AUS)	LNG-STR-20224134	20,000,000.00	01/03/26	Insured property (Incl Earthquake): \$2000 Legal Defence: \$1,000 and 10% contribution
VOLUNTARY WORKERS ARTHUR J GALLAGHER & CO (AUS)	LNG-STR-20224134	200,000/2k	01/03/26	Insured property (Incl Earthquake): \$2000 Legal Defence: \$1,000 and 10% contribution
FIDELITY GUARANTEE ARTHUR J GALLAGHER & CO (AUS)	LNG-STR-20224134	100,000.00	01/03/26	Insured property (Incl Earthquake): \$2000 Legal Defence: \$1,000 and 10% contribution
OFFICE BEARERS ARTHUR J GALLAGHER & CO (AUS)	LNG-STR-20224134	250,000.00	01/03/26	Insured property (Incl Earthquake): \$2000 Legal Defence: \$1,000 and 10% contribution
CATASTROPHE ARTHUR J GALLAGHER & CO (AUS)	LNG-STR-20224134	2,177,278.00	01/03/26	Insured property (Incl Earthquake): \$2000 Legal Defence: \$1,000 and 10% contribution
GOVERNMANT AUDIT ARTHUR J GALLAGHER & CO (AUS)	LNG-STR-20224134	30,000.00	01/03/26	Insured property (Incl Earthquake): \$2000 Legal Defence: \$1,000 and 10% contribution
LEGAL DEFENCE ARTHUR J GALLAGHER & CO (AUS)	LNG-STR-20224134	50,000.00	01/03/26	Insured property (Incl Earthquake): \$2000 Legal Defence: \$1,000 and 10% contribution
LOT OWNERS FIXTURES ARTHUR J GALLAGHER & CO (AUS)	LNG-STR-20224134	300,000.00	01/03/26	Insured property (Incl Earthquake): \$2000 Legal Defence: \$1,000 and 10% contribution

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?

Lot owner and occupier insurance

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

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

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

Contracts and authorisations

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

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

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

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

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

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

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

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

No

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

No

Embedded network electricity supply

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

No

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

Body corporate authority

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

Name/s C/- First Strata Management Pty Ltd

Positions/s held Body Corporate Manager

Date 29/08/2025

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



13 - 15 Verney Street Kings Beach QLD 4551

BALANCE SHEET

AS AT 29 AUGUST 2025

	ACTUAL	ACTUAL 28/02/2025	
	29/08/2025		
OWNERS FUNDS			
Administrative Fund	36,673.06	31,603.40	
Sinking Fund	122,979.34	111,198.53	
TOTAL	\$ 159,652.40	\$ 142,801.93	
THESE FUNDS ARE REPRESENTED BY			
CURRENT ASSETS			
Cash At Bank	127,774.29	140,965.04	
Investment A/C Additional 1	39,808.79	38,868.81	
Levies In Arrears	858.48	221.09	
Other Arrears	0.00	22.12	
Secondary Debtors	176.00	0.00	
TOTAL ASSETS	168,617.56	180,077.06	
LIABILITIES			
Creditors	(119.97)	437.93	
Accruals	0.00	616.34	
Next Year Discounts	0.00	(3,522.65)	
Levies In Advance	9,085.13	39,743.51	
TOTAL LIABILITIES	8,965.16	37,275.13	
NET ASSETS	\$ 159,652.40	\$ 142,801.93	



13 - 15 Verney Street Kings Beach QLD 4551

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 MARCH 2025 TO 29 AUGUST 2025

ACTUAL BUDGET ACTUAL 01/03/25-29/08/25 01/03/25-28/02/26 01/03/24-28/02/25

ADMINISTRATIVE FUND			
INCOME			
Administrative Fund Levy	28,044.48	36,088.86	56,088.84
Administrative Fund Discount	(2,905.90)	(3,608.88)	(5,404.21)
Insurance Levy	5,448.60	11,299.44	10,897.07
Sundry	0.95	0.00	0.00
Interest On Overdue Levies	273.13	0.00	1,408.15
TOTAL ADMIN. FUND INCOME	30,861.26	43,779.42	62,989.85
EXPENDITURE - ADMIN. FUND			
Stratapay/Cash Fees	21.50	60.00	51.10
Auditors - Taxation Services	0.00	625.00	605.00
Management Fee -Archive Fees	40.85	0.00	0.00
Management Fees	466.80	0.00	0.00
Management Fees - Disbursement	151.72	0.00	0.00
Management Fees - Software	70.02	0.00	0.00
Management Fee Certificates	(176.00)	0.00	0.00
Building Repairs	0.00	2,000.00	1,560.55
Caretaker	500.00	0.00	0.00
Cleaning	(230.00)	1,980.00	0.00
Consultant-Sink. Fund Forecast	0.00	0.00	582.00
Electrical Repairs	0.00	500.00	246.00
Fire Annual Audit & Inspection	475.20	750.00	675.23
Garden & Grounds	6,710.00	13,000.00	11,730.00
Garden & Grounds-Mulch	0.00	500.00	0.00
Insurance - Premium	11,299.43	11,299.44	10,897.07
Council Backflow Licence	132.00	85.00	75.00
Management Fees	913.20	2,801.60	2,699.40
Management Fees - Additional	1,737.58	1,500.00	5,351.10
Management Fees - Disbursement	296.81	1,015.04	985.48
Management Fees - Other	0.00	145.00	0.00
Management Fees - Software	136.98	420.24	404.91
Pest Control	0.00	1,552.00	1,452.00
Pool-Spa-Saunas	41.95	500.00	2,298.40
Pool/Spa Chemicals & Supplies	43.95	0.00	0.00
Pool Safety Inspection	235.50	250.00	0.00
Plumbing & Drainage	1,342.50	750.00	209.00



13 - 15 Verney Street Kings Beach QLD 4551

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 MARCH 2025 TO 29 AUGUST 2025

	ACTUAL	BUDGET	ACTUAL
	01/03/25-29/08/25	01/03/25-28/02/26	01/03/24-28/02/25
Utilities - Electricity	1,303.61	4,200.00	3,843.88
Whs	278.00	550.00	527.40
TOTAL ADMIN. EXPENDITURE	25,791.60	44,483.32	44,193.52
SURPLUS / DEFICIT	\$ 5,069.66	\$ (703.90)	\$ 18,796.33
Opening Admin. Balance	31,603.40	31,603.40	12,807.07
ADMINISTRATIVE FUND BALANCE	\$ 36,673.06	\$ 30,899.50	\$ 31,603.40



13 - 15 Verney Street Kings Beach QLD 4551

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 MARCH 2025 TO 29 AUGUST 2025

ACTUAL BUDGET ACTUAL 01/03/25-29/08/25 01/03/25-28/02/26 01/03/24-28/02/25

SINKING FUND			
INCOME			
Sinking Fund Levies	56,499.96	56,449.96	112,999.92
Sinking Fund Discount	(5,179.13)	(5,644.99)	(10,454.07)
Interest On Investments	939.98	0.00	2,945.08
TOTAL SINKING FUND INCOME	52,260.81	50,804.97	105,490.93
EXPENDITURE - SINKING FUND			
Building Washdown	0.00	6,000.00	0.00
Gardens & Grounds	0.00	13,507.20	0.00
Consultant	0.00	0.00	3,792.10
Electrical Repairs	0.00	0.00	4,239.00
Garden & Lawn & Driveways	39,160.00	0.00	0.00
Painting & Surface Finish	0.00	0.00	97,018.90
Tax,Fees,Charges - Income Tax	0.00	0.00	253.20
Waterproofing Membrane	1,320.00	30,000.00	0.00
TOTAL SINK. FUND EXPENDITURE	40,480.00	49,507.20	105,303.20
SURPLUS / DEFICIT	\$ 11,780.81 \$	1,297.77 \$	187.73
Opening Sinking Fund Balance	 111,198.53	111,198.53	111,010.80
SINKING FUND BALANCE	\$ 122,979.34 \$	112,496.30 \$	111,198.53



stratacommunityinsure.com.au

- T 1300 SCINSURE (1300 724 678)
- E myenquiry@scinsure.com.au
- A PO Box 2878, Brisbane, QLD 4001

CERTIFICATE OF CURRENCY

CE	RTIFICATE OF CURRENCY		
	THE INSURED		
POLICY NUMBER	QCSC18000149		
PDS AND POLICY WORDING	Commercial Strata Product Disclosure Statement and Pe	olicy Wording	
PDS AND POLICY WORDING	SCI034-Policy-CS-PPW-02/2021		
	Supplementary Product Disclosure Statement SCIA-036	SPDS_CSC-	
	10/2021		
THE INSURED	Body Corporate for Pulse Oceanside Medical Communit	y Title Scheme	
THE INSURED	48385		
SITUATION	11 Eccles Boulevard, Birtinya, QLD, 4575		
PERIOD OF INSURANCE	Commencement Date: 4:00pm on 28/02/2025		
TEMOD OF INCOMMOD	Expiry Date: 4:00pm on 28/02/2026		
	Direct Insurance Brokers Pty Ltd		
	38 Brookes Street, Bowen Hills, QLD, 4006		
DATE OF ISSUE	21/02/2025		
PC	LICY LIMITS / SUMS INSURED		
SECTION 1 PART A	1. Building	\$20,297,681	
	Common Area Contents	\$202,977	
PART B	Loss of Rent/Temporary Accommodation	\$3,044,652	
OPTIONAL COVERS	1. Flood	Not Included	
	2. Floating Floors	Not Included	
SECTION 2 Liability		\$10,000,000	
SECTION 3 Voluntary Workers		Included	
SECTION 5 Fidelity Guarantee		\$100,000	
SECTION 6 Office Bearers' Liability	/	\$5,000,000	
SECTION 7 Machinery Breakdown		\$100,000	
SECTION 8 Catastrophe		Not Included	

This certificate of currency has been issued by Strata Community Insurance Agencies Pty Ltd, ABN 72 165 914 009, AFSL 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFSL 234708 and confirms that on the Date of Issue a policy existed for the Period of Insurance and sums insured shown herein. The Policy may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this notice without further notice to the holder of this notice. It is issued as a matter of information only and does not confer any rights on the holder.

Appeal Expenses

Lot Owners' Fixtures and Improvements

Loss of Lot Market Value

Legal Defence Expenses

Government Audit Costs - Professional Fees

PART A

PART B

PART C

SECTION 9

SECTION 10

SECTION 11

\$25,000

\$100,000

Not Included

\$50,000 \$300,000 This certificate does not amend, extend, replace, negate or override the benefits, terms, conditions and exclusions as described in the Schedule documents together with the Product Disclosure Statement and insurance policy wording.

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Code	Category	Period	Next Due	Last Done	Inspected By	Result	Rating	Comments
600	SINKING FUND FORECAST	Annually	04/03/2025	04/03/2024	WHITTAKER & LUKINS	SEE REPORT	NA	
					ASSOCIATES			
601	INSURANCE VALUATION	Annually	17/01/2025	17/01/2024	WHITTAKER &	5120500.00	NA	
					ASSOCIATES			
602	WORKPLACE HEALTH SAFETY	Annually	02/05/2026	02/05/2025	OLIVE TREE CONSULTING		NA	
					GROUP			
604	FIRE AUDIT	Annually	01/12/2024	01/12/2023	SUNSHINE COAST FIRE		NA	
					COMPLIANCE			
605	FIRE EVACUATION PLAN	Annually	01/12/2024	01/12/2023		See report	NA	
607	ASBESTOS REPORT	Other		07/03/2024	QIA GROUP		NA	
608	FIRE DOOR INSPECTIONS	Annually	13/07/2026	13/07/2025	SUNSHINE COAST FIRE	See report	NA	
					COMPLIANCE			
611	POOL SAFETY CERTIFICATE	Annually	12/03/2026	12/03/2025		Pass	NA	
613	SWITCHBOARD INSPECTION	2 Yearly	05/02/2027	05/02/2025	MOBBS ELECTRICAL		NA	
614	TERMITE	Annually	16/09/2025	16/09/2024	X-TERMINATE PEST		NA	
					CONTROL			
615	PEST CONTROL	Annually	16/09/2025	16/09/2024			NA	
617	BACKFLOW TESTING	Annually	23/04/2026	23/04/2025	BARNES BACKFLOW	Pass	NA	
635	FIRE SAFETY EQUIPMENT	Half Yearly	09/07/2025	09/01/2025	SB FIRE SERVICES PTY	PASS	NA	
					LTD			

Statutory Encumbrance Report

Property Address: Unit 6, 15 Verney St, Kings Beach QLD 4551

Energex QLD

The property is affected by Energex electrical infrastructure including underground and overhead assets. These are protected under statutory rights of access, operation, and maintenance.

NBN Co Qld

The property includes underground nbn[™] telecommunications infrastructure. These assets are protected under statutory rights of access, operation, and maintenance.

Sunshine Coast Regional Council

The property includes council infrastructure such as stormwater and sewerage systems. These are protected under statutory rights of access, operation, and maintenance.

Telstra QLD South East

The property contains Telstra infrastructure including fibre optic cables, ducts, and conduits. These are protected by statutory rights of access, operation, and maintenance.

Unitywater North

The property is impacted by Unitywater infrastructure including water and sewer networks. These are protected under legislation with statutory rights of access, operation, and maintenance.

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

GENERAL REQUEST

FORM 14 Version 4
Page 1 of 15
Duty Imprint

Dealing Number 723768659

OFFICE USE ONLY

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 Department's website.

1. Nature of request

REQUEST TO RECORD NEW COMMUNITY MANAGEMENT STATEMENT FOR BAYSIDE COMMUNITY TITLES SCHEME 4154 Lodger (Name, address, E-mail & phone number)
THE REAL ESTATE LAWYER

PO BOX 2691 ASCOT QLD 4007 nadine@therealestatelawyer.com.au 07 3262 6227

Lodged by Inside Outregals

Lodger Code BE2542

BE3268

2. Lot on Plan Description

COMMON PROPERTY OF BAYSIDE COMMUNITY TITLES SCHEME 4154

Title Reference

19211429

3. Registered Proprietor/State Lessee

BODY CORPORATE FOR BAYSIDE COMMUNITY TITLES SCHEME 4154

4. Interest

FEE SIMPLE

5. Applicant

BODY CORPORATE FOR BAYSIDE COMMUNITY TITLES SCHEME 4154

6. Request

I hereby request that: the new Community Management Statement deposited herewith which amends Schedule B of the existing Community Management Statement be recorded as the Community Management Statement for Bayside Community Titles Scheme 4154.

7. Execution by applicant

Peter James

Strata Managar First Strata Managemen

CTS 415

12, 12, 2024 Execution Date

Nadine Roxanne Wismayer, Solicitor

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

NEW COMMUNITY MANAGEMENT STATEMENT

NEW CMS Version 1 Page 2 of 15

THIS CMS MUST BE DEPOSITED WITH:

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

A NEW CMS MUST BE LODGED WITHIN THREE (3) MONTHS OF THE DATE OF CONSENT BY THE BODY CORPORATE

Office use only CMS LABEL NUMBER

This statement incorporates and must include the following:

Schedule A - Schedule of lot entitlements

Schedule B - Explanation of development of scheme land

Schedule C - By-laws

Schedule D - Any other details

Schedule E - Allocation of exclusive use areas

1. Name (including number) of CTS

BAYSIDE COMMUNITY TITLES SCHEME 4154

2. Regulation module

STANDARD

3. Name of body corporate

BODY CORPORATE FOR BAYSIDE COMMUNITY TITLES SCHEME 4154

4. Scheme Land

Lot on Plan Description

COMMON PROPERTY OF BAYSIDE COMMUNITY TITLES SCHEME 4154

Title Reference

19211429

Lots 1 to 12 on BUP11429

19211430-19211442 18238219 to 18238230

Name and address of original owner

NOT APPLICABLE

6. Reference to plan lodged with this statement (if applicable)

NOT APPLICABLE

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

Insert exemption clause (if no exemption - insert 'N/A' or 'not applicable')

NOT APPLICABLE PURSUANT TO S60(6) OF THE BODY CORPORATE AND COMMUNITY MANAGEMENT ACT 1997

*If there is no exemption, a Form 18C must be deposited with the Request to record the CMS.

8. Consent of body corporate

See Form 20 - BCCM Execution

Privacy Statement

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QUEENSLAND TITLES REGISTRY Body Corporate and Community Management Act 1997, Land Title Act 1994, Land Act 1994, Acquisition of Land Act 1967

BCCM EXECUTION / RELEVANT CERTIFICATE

FORM 20 Version 2 Page 3 of 15

1.	Community Titles Scheme (CTS) Name		CTS Number			
	BAYSIDE		4154			
2.	Module Type of	odule Type of BCCM Scheme		Instrument being executed (using this certificate)		
	Standard Module		New CMS			
3.	Execution by the Body Corporate for the above Scheme*					
Si	gnature	hofon.	Signature	fael		
Si	gner Name	WICCIAM DAIS	Signer Name	Paul Corcoran		
Si	gner Authority	Charperson of	Signer Authority	Stecenty of the Body		
Er	ntity (if applicable)	The Body Corporate	Entity (if applicable)			
Ex	ecution Date	12-12-2024	Execution Date	12-12-2024		
'Ву с	executing above the Bo	dy Corporate confirms it is in compliance with	Section 96 of the Bady Come	prate and Community Management Act 1997.		

When this Form should be used:

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

Guidance

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

Signer Authority Guidance:

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

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

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

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

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

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

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 1 on BUP11429	1	1
Lot 2 on BUP11429	1 1	1
Lot 3 on BUP11429	1	1
Lot 4 on BUP11429	1	1
Lot 5 on BUP11429	1 1	1
Lot 6 on BUP11429	1 1	1
Lot 7 on BUP11429	1	1
Lot 8 on BUP11429	1	1
Lot 9 on BUP11429	1	1
Lot 10 on BUP11429	1	1
Lot 11 on BUP11429	1	1
Lot 12 on BUP11429	1	11
TOTALS	12	12

SCHEDULE B	EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

NOT APPLICABLE

SCHEDULE C	BY-LAWS			

1. Interpretation

1.1 Meaning of Words

In these By-laws:

- (a) Act means the Body Corporate and Community Management Act 1997 (Qld).
- (b) Body Corporate has the same meaning as is given to that term under the Act.
- (c) Body Corporate Assets means the real and personal property of the Body Corporate other than the Common Property.
- (d) CMS means the community management statement.
- (e) Common Property has the same meaning as is given to that term under the Act.
- (f) **Costs** include costs, charges, expenses and disbursements, including those incurred in connection with advisers, and GST applicable to those costs, charges, expenses and disbursements.
- (g) GST has the meaning given to it in the GST Act.
- (h) **GST** Act means the A New Tax System (Goods and Services Tax) Act 1999 (Cth) and the related imposition Acts and regulations.
- (i) Local Government means the Sunshine Coast Regional Council.
- (j) Lot means a lot that is part of the Scheme.
- (k) Module means the Body Corporate and Community Management (Standard Module) Regulation 2020.

- (I) Invitees means an Occupier's agents, servants, contractors, guests, visitors, children and customers.
- (m) Occupier has the same meaning as is given to that term under the Act.
- (n) **Original Owner** means the original owner as defined in the Act, and any person nominated by the Original Owner from time to time.
- (o) Owner means the owner of an interest in a Lot from time to time.
- (p) Service Provider means any entity that provides Services to the Body Corporate.
- (q) **Scheme** means the community titles scheme in which this CMS applies.
- (r) Scheme Building means the buildings located on the Scheme Land.
- (s) Scheme Land means the land described as scheme land in Item 4 of this CMS.
- (t) **Services** means utility services such as water, sewerage, drainage, gas, electricity, air-conditioning, communications, computer data or television service, trade waste, garbage removal and fire services supplied to the Scheme Land or another services system designed to improve the amenity, or enhance the enjoyment of the Lots on the Common Property.
- (u) Service Infrastructure means any infrastructure for the provision of Services to the Scheme Land.

1.2 Rules of Interpretation

In these by-laws unless the contrary intention appears:

- (a) a reference to a by-law includes any variation or replacement of it.
- (b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.
- (c) the singular includes the plural and vice versa.
- (d) a reference to a person includes a firm, a body corporate, an unincorporated association or an authority.
- (e) a reference to any thing is a reference to the whole and each part of it.
- (f) any requirement to obtain the consent or approval of the Body Corporate is a requirement to obtain the prior written consent or approval of the Body Corporate.

2. Protection of Common Property

An Owner or Occupier must not:

- (a) damage or deface any Body Corporate Asset or structure that forms part of the Common Property; or
- (b) erect or install anything on the Common Property, or operate, adjust or interfere with the operation of any Body Corporate Asset or structure that forms part of the Common Property without the consent of the Body Corporate.

2.2 Damage to Common Property

(a) An Owner or occupier of a lot must not damage or alter any part of the common property, including lawns, gardens, and structures, without the written consent of the body corporate. This includes the prohibition against marking, painting, or driving nails into structures on common property, except for the installation of safety devices or screens in a workman-like manner, maintained in good repair, and not detracting from the building's amenity.

(b) If an Owner or Occupier damages the Common Property, the Body Corporate may repair the damage and recover its repair Costs from the Owner or Occupier as liquidated debt due to it in any action in any Court or Tribunal of competent jurisdiction.

2.3 Depositing Rubbish on Common Property

An Owner or Occupier of a Lot must not deposit any rubbish, dirt or other material on the Common Property that could interfere with the enjoyment of the property by others, except in bins provided by the Body Corporate or the Local Government for the use of the Lot occupied by that Occupier.

3. Use of Common Property

Occupiers must:

- (a) use Common Property and Body Corporate Assets for the purpose for which they are designed or intended;
- (b) ensure that they close, and where appropriate lock, any doors on the Common Property immediately after they use them, in order to prevent unauthorised entry to the Scheme Land; and
- (c) clean any mess they make whilst on the Common Property and remove their rubbish from the Common Property.

3.2 Rules about use of the Common Property

- (a) The Body Corporate may make and amend rules about the use of the Common Property and the Body Corporate Assets from time to time that:
 - (i) are not inconsistent with these by-laws; and
 - (ii) do not obstruct the lawful use of the Common Property or a Lot by another person.
- (b) Owners, Occupiers and their Invitees must comply with those rules.

4. Maintenance and Management of Common Property

- (a) Any parts of the Common Property used for:
 - electrical substations or control panels;
 - (ii) fire services control panels;
 - (iii) telephone exchanges;
 - (iv) plant and machinery rooms; and
 - (v) other Services to the Lots and Common Property;

are to be kept locked unless there is a legal requirement to the contrary. Occupiers may not enter or open such areas without consent of the Body Corporate.

(b) The Body Corporate may allow contractors or workmen employed by the Body Corporate to store items of their property in any plant and machinery rooms on Common Property, if it is safe and lawful for that person to do so.

5. Conduct on Scheme Land

5.1 Obstructions

An Owner or Occupier must not:

(a) obstruct lawful use of Common Property, Body Corporate Assets or a Lot by another person; or

(b) interfere with or obstruct any contractor or workmen engaged by the Body Corporate from performing the duties or exercising their rights under an agreement with the Body Corporate.

5.2 Notice of Accidents

If an Owner, Occupier or its invitee is involved in an accident on Common Property the Occupier must notify the Body Corporate of the accident and give a reasonably detailed description of the circumstances.

5.3 Noise

- (a) Owners, Occupiers, their animals and Invitees must not create or allow noise in a Lot or on the Common Property likely to interfere with the peaceful enjoyment of another person lawfully in that Lot, on another Lot or on the Common Property.
- (b) Occupiers and their animals must comply in all respects with all local, state and federal government regulations and policies in relation to noise.
- (c) All musical instruments, radios, television receivers and sound equipment must be controlled so that the sound is reasonable and does not cause an annoyance to any other Owner or Occupier of a Lot. Such equipment and instruments shall not be operated between the hours 10.00pm and 8.00am in such a manner as to be audible at all to any other Owner or Occupier of a Lot.
- (d) If noise is unavoidable then the Occupier of the Lot from which the noise is emanating must take all practical steps to ensure that it is minimised (for example, closing doors, windows and curtains).
- (e) An Owner or Occupier of a Lot must request Invitees leaving after 10.00pm to leave quietly and quietness must be observed when an owner or occupier of a Lot returns to the Scheme Building after 10.00pm and before 7.00am.

5.4 Behaviour of Invitees

- (a) An Owner or Occupier of a Lot shall ensure their Invitees do not act in a manner likely to interfere with the peaceful enjoyment of the common property by others.
- (b) Occupiers are liable to compensate the Body Corporate for any damage to the Common Property or to Body Corporate Assets caused by an Owner or Occupier's Invitees.
- (c) If the Body Corporate incurs a Cost to make good damage caused by a breach of the Act, the Module or these by-laws by any of the Owner or Occupier's Invitees, the Body Corporate is entitled to recover the Cost incurred as a liquidated debt due to it in any action in any Court or competent jurisdiction from the Owner or Occupier.

6. Use of the Lots

6.1 Purpose

Lots may only be used for residential purposes.

6.2 No Alterations or External Appearances

- (a) An Occupier of a Lot must not make any alterations to any part of the exterior of the Lot without the prior written consent of the Body Corporate. For example, this means an Owner or occupier must not:
 - (i) enclose any part of the Lot;
 - (ii) place or construct any improvement on the Lot which can be seen from outside the Lot;
 - (iii) affix any antenna or aerial to the Lot; and/or
 - (iv) affix shutters, awnings, tinting or security screens on any door or window.

- (b) An Occupier must not:
 - (i) hang any washing, towels, bedding, clothing or similar articles other than on parts of the Lot; or
 - (ii) display any sign or advertisement or banner on any part of a Lot or the Common Property except as provided in By-law 6.5(b);

in such a way as to be visible from inside or outside the Scheme Land.

6.3 Structural Changes to Lots

- (a) An Owner or Occupier of a Lot must not:
 - (i) make any structural alterations to the Lot (including any alteration to gas, water or electrical installations or installation of any air conditioning system); or
 - (ii) do anything which might affect the structural integrity of the Scheme Building;

without the prior written consent of the Body Corporate.

(b) The Owner or Occupier must also obtain any other approval required by law before doing any such work.

6.4 Consent to Alterations

The following procedure applies to an application for consent under bylaws 6.2 and 6.3:

- (a) The Owner must submit a written request together with plans and specifications to the Body Corporate;
- (b) The Body Corporate must submit the plans to an architect, engineer or other consultant nominated by it within 14 days of receiving the plans;
- (c) The Body Corporate may impose conditions on the approval of the plans and specifications; and
- (d) All fees and Costs incurred by the Body Corporate must be paid by the Owner making the application, provided that such costs are reasonable and necessary for the evaluation of the application.

6.5 Sale of Lots

- (a) Any Occupier must not permit any auction sale to be conducted in a lot without the written consent of the Body Corporate.
- (b) For a sale by private treaty, real estate for sale signs must:
 - (i) be of a suitable size as determined by the Committee to ensure they do not detract from the visual impact of the scheme;
 - (ii) remain on site through the sale period and up to 14 days after the contract becomes unconditional;
 - (iii) be placed without obstructing access;
 - (iv) clearly display the Lot number;
 - (v) be made from durable materials; and
 - (vi) be corrected or repaired at the responsibility of the Owner who has engaged the agent...
- (c) The Owner who has engaged the agent assumes the risk and cost of damage to the sign.
- (d) Placement of additional signs for another lot for sale requires Body Corporate committee approval.

6.6 Defects or Damage

Occupiers must give the Body Corporate prompt notice of any defect or damage to any part of the Common Property or a Lot which they become aware of.

6.7 Fire Control

- (a) An occupier must not use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire escape.
- (b) Occupiers must not bring to, do or keep on a Lot anything which increases the rate of fire or any other insurance on the Scheme Land, or which may conflict with any insurance policy upon the Scheme Land, except with the consent in writing of the Body Corporate.

6.8 Maintenance of Lots

The Owner or Occupier of a Lot must maintain their Lot in a state that does not detract from the overall appearance of the complex or pose a risk to the safety and security of the complex and in particular:

- (a) Maintain the waterproofing membrane on the rooftop to prevent damage to the building;
- (b) Keep the interior of the Lot in a clean condition;
- (c) Take all practical steps to prevent infestation of the Lot by vermin and insects;
- (d) Not use plumbing, gas and electrical equipment in the Lot for any purpose other than for which they were designed;
- (e) Keep windows in the Lot clean; and
- (f) Except where it is the responsibility of the Body Corporate under the Module, replace all cracked or broken glass in the Lot with new glass of the same type and appearance.

6.9 Water Conservation

Occupiers must not waste water and must ensure that all taps in a Lot or on the Common Property are turned off after use.

6.10 Garbage Disposal

An Owner or Occupier of a Lot must:

- (a) Comply with all rules made by the Body Corporate and the Local Government about disposal and recycling of rubbish;
- (b) Maintain a clean and covered garbage receptacle;
- (c) Comply with local disposal laws
- (d) Use the bins or receptacles for rubbish provided by the Local Government or the Body Corporate for the Lot;
- (e) Ensure bins or receptacles are not visible from outside the Lot (or exclusive use areas allocated to the Lot), except on the day rubbish is collected by the Local Government; and
- (f) Ensure their disposal practices do not negatively impact others' health, hygiene, or comfort.

6.11 Smoking

Smoking, including the use of vapes, on Common Property and balconies is prohibited to prevent nuisance or harm to other Lot occupants or anyone using Common Property.

6.12 Infectious Diseases

In the event that an infectious disease, which requires notification by virtue of any statute regulation or organ ordinance, occurs in a lot or the common property, an occupier who becomes aware of that occurrence must:

- (a) Give written notice of that occurrence and any other information which may be required relative to it, to the Body Corporate; and
- (b) If the Occupier caused or contributed to the infectious disease, pay to the Body Corporate the expenses incurred by the Body Corporate of disinfecting the Lot and any part of the Common Property required to be disinfected and replacing any articles or things the destruction of which may be necessitated by such disease.

6.13 Compliance with Health and Safety Regulations

All Owners and occupiers must comply with local health and safety regulations to ensure a safe and healthy environment within the complex.

6.14 Hazardous Substances

Except with the Body Corporate's written consent, Owner or Occupiers must not:

- (c) store or use any hazardous or flammable substances on Scheme Land, other than for domestic purposes or in a vehicle's fuel tank; nor
- (d) Bring anything onto the Scheme Land which may increase the Cost of insurance or breach any fire safety laws.

6.15 Nuisance

Without limiting section 167 of the act:

- (a) No noxious odours or offensive language or activity may be carried out on the Scheme Land;
- (b) Televisions, radios and musical instruments and animals must be reasonably controlled so they do not cause annoyance to Occupiers;
- (c) Machinery, tools or other things which emit loud noises or noxious odours or which may interfere with television or radio reception may not be used on the Scheme Land; and
- (d) People entering or leaving Lots after 11:00 PM must do so guietly.

6.16 Security

The Occupier of a Lot must look or securely fasten all doors and windows in the Lot whenever the Lot is not occupied.

7. Vehicles, Parking and Driving

- (a) Vehicles may only be driven on the parts of the Common Property that are designed for that purpose (if any).
- (b) Vehicles must be driven at a safe speed. The maximum limit on the Common Property is 5 kilometres per hour.
- (c) An Occupier must not and must ensure its Invitees do not park or allow any car to be parked on the Scheme Land, except in car spaces allocated to the Lot of the Occupier.
- (d) Heavy vehicles (over 2 tonnes tare) may not be brought onto the Scheme Land.
- (e) Vehicles may only be driven on Scheme Land by a licenced driver and only if the vehicle may be lawfully driven on a public road.

8. Common Use Parking Areas

- (a) Common use parking areas are designated as follows:
 - (i) The front parking area is reserved for an external bona fide tradesperson between Monday to Friday, 7 AM to 4 PM;
 - (ii) For the purposes of these by-laws, distinction between an "owner or occupier tradesperson" and an "external bona fide tradesperson" shall be recognised as follows:
 - a. An "owner or occupier tradesperson" refers to an individual owner or occupier of a lot within the Scheme Land who personally undertakes or supervises repair, maintenance, or improvement works on their own Lot or Common Property, utilising their own skills or qualifications in a trade.
 - b. An "external bona fide tradesperson" is defined as a professionally trained or qualified individual not residing in or owning a lot within the Scheme Land, engaged by an owner, occupier, or the Body Corporate to perform specific repair, maintenance, or improvement works on the Scheme Land or individual lots.
 - (iii) Outside these hours, and for brief pick-ups and drop-offs (limited to 30 minutes), the space is available to Lot owners.
 - (iv) To reserve this space, an orange cone must be placed the day before use.
 - (v) The Owner or Occupier reserving the space is responsible for removing the cone post use.
 - (vi) Visitor parking in the two rear areas is limited to three consecutive days unless prior approval is obtained from the body corporate.
 - (vii) Each Lot may park only one vehicle in the Visitor spaces at any time, to ensure fair use.
 - (viii) In recognition of the necessity to manage visitor parking spaces equitably among all titled owners, occupiers, and their invitees, the following fair use policy is hereby established:
 - a. Each Lot is permitted to use visitor parking spaces for their guests, but such use must be considerate of the needs of all residents within the community. To ensure equitable access, the continuous use of a visitor parking space by guests of a single Lot is limited to a maximum of 48 hours within a 7-day period.
 - b. Should a Lot's guests require extended use of visitor parking beyond the 48-hour limit within a 7-day period, the Lot owner or occupier must seek prior written approval from the Body Corporate. Such requests will be considered on a case-by-case basis, subject to availability and the demonstrated need for extended access.
 - c. To facilitate fair use and turnover of visitor parking spaces, the Body Corporate may implement a visitor parking permit system or other management measures as deemed necessary. Details of any such system or measures will be communicated to all Lot owners and occupiers and must be adhered to as part of this by-law.
 - d. Non-compliance with this fair use policy may result in the implementation of sanctions, including but not limited to, the towing of vehicles parked in violation of these terms. All costs associated with the enforcement of this policy, including towing charges, shall be borne by the Lot owner or occupier in violation.
 - (ix) e) This policy is intended to balance the needs of all residents for visitor parking, recognising the limited nature of these spaces. All Lot owners, occupiers, and their invitees are expected to adhere to this policy to ensure a harmonious and fair use of the visitor parking facilities.

9. Towing of Vehicles

(a) A vehicle parked on Scheme Land in violation of By-Law 7 or not in accordance with the designated common use parking areas as specified in By-Law 8 may be removed by or at the direction of the body corporate.

Title Reference Error! Reference source not found. 19211429 Page 12 of 15

- (b) The body corporate or its authorised agent shall have the right, but not the obligation, to tow any such vehicle at the expense of the vehicle's owner.
- (c) Before towing, reasonable efforts will be made to contact the owner of the vehicle to remove it voluntarily.
- (d) If the vehicle is towed, the body corporate will provide information regarding the location to which the vehicle has been towed and the process for recovery.
- (e) The body corporate shall not be liable for any damage, loss, or other consequences resulting from the towing, provided the action was taken in a reasonable manner.

10. Right of entry

- (f) The body corporate has the right to access any lot, given reasonable notice, for the purpose of maintenance, repair, or emergency services to common property or another Lot.
- (g) In the case of an emergency no notice will be necessary, but the Body Corporate will use reasonable endeavours to cause as little inconvenience to the Occupier as possible.

11. Costs incurred by the Body Corporate

- (a) If the Body Corporate incurs Costs because an Owner or Occupier does not pay an amount due to the Body Corporate or breaches these by-laws, the Act or Module, the Occupier must pay the Body Corporate those Costs within seven days of the Body Corporate demanding payment, as a liquidated debt due to the Body Corporate.
- (b) If the Body Corporate takes legal action to recover amounts to the Body Corporate the Occupier against whom the action is taken must pay the Body Corporates' legal costs and expenses on a solicitor own client basis.

12. Compliance

Owners or Occupiers must comply with, and ensure all Invitees comply with:

- (a) these bylaws and any rules made by the body corporate in accordance with these bylaws;
- (b) all relevant laws; and
- (c) The requirements, notices and orders of any service provider with jurisdiction over the scheme land.

13. GST

- (a) Unless otherwise expressly stated, the sums payable or consideration to be provided under are in accordance with these by-laws or exclusive of GST.
- (b) If any person:
 - (i) Is liable to pay GST on any supply made by it under these by-laws; and
 - (ii) Issues a valid tax invoice to the recipient within seven days of the due date for payment for the supply;

then the recipient agrees to pay the supplier an additional amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

(c) Despite any other provision in the CMS to the contrary this by-law 12 will survive termination of the CMS.

14. Keeping of Animals

The following rules apply with respect to the keeping of animals:

- (a) Subject to section 181 of the Act and this by-law, the Occupier of a Lot or its Invitees may not keep or bring any animal onto the Scheme Land.
- (b) An Owner or Occupier may keep an animal in their Lot provided they have the written approval of the Body Corporate and comply with the provisions of this by-law.
- (c) For an Owner or Occupier to receive written approval of the Body Corporate, the request must be in writing, with Details including evidence of compliance with local Council regulations, given to the secretary or, in the secretary's absence, the chairperson.
- (d) The Committee must decide the request as a motion for consideration by the Committee within the Prescribed Period.
- (e) The Body Corporate:
 - (i) May grant the approval subject to conditions that are, in the circumstances, reasonable and appropriate;
 - (ii) May give approval subject to conditions which may include but are not limited to:
 - a. Continued compliance with local Council regulations and other laws:
 - b. Adherence to by-law 5.3:
 - c. Adherence to by-law 6.15:
 - d. Adherence to waste management protocols;
 - e. Animals do not disrupt the peace or safety of the community: and
 - f. compliance with the Animal Care and Protection Act 2001, including ensuring that the animal is not kept in a confined space contrary to RSPCA size and exercise requirements;
 - (iii) Must not withdraw it's written approval granted to an Owner or Occupier under by-law 14(b) so long as:
 - A. The conditions of Approval under by-law 14(ii) have not been breached:
 - B. The animal does not disturb others;
 - C. The animal is clean and properly toilet trained; and
 - D. The animal is kept restrained at all times when on Scheme Land.
 - (iv) The Owner or Occupier of the Lot is responsible for:
 - A. Tidying up after the animal;
 - B. Making sure the animal does not defecate the Scheme Land; and
 - C. Making sure the animal does not disturb others when it is on Scheme Land.
- (f) The onus of proving that the behaviour of the animal complies with this by-law is on the Owner or Occupier.

15. Swimming Pool

- (a) An Owner or Occupier of a Lot must not use the swimming pool between sunset and sunrise without the written consent of the Committee.
- (b) An Owner or Occupier must ensure:-
 - (i) its Invitees do not use the swimming pool unless accompanied by the Owner or Occupier;
 - children below the age of 13 years do not enter or use the swimming pool unless accompanied by an adult person exercising effective control over them.

- (c) An Owner or Occupier and its Invitees must:
 - (ii) exercise caution at all times when using the swimming pool and must not run, splash, dive into or behave in any manner that is likely to interfere with the use and enjoyment of the swimming pool by any other person;
 - (iii) not have any objects in the swimming pool other than flotation devices for the assistance of children;
 - (iv) not have any glass containers or glass receptacles of any type in or near the swimming pool;
 - (v) not consume food and drink in the swimming pool;
 - (vi) not consume alcohol in the swimming pool; and
 - (vii) ensure the minimum dress standard for the swimming pool is observed. Bathing costumes must comply with any minimum standard required for bathing at a Local Government public pool.
 - (viii) Ensure the pool gate is locked when leaving the pool to ensure restricted access for unauthorised user(s)

16. Interference with Pool Equipment

An Owner or Occupier must not without proper authority adjust or interfere with the operation of any equipment associated with the swimming pool or add any chemical or other substances to the swimming pool.

17. Respectful communications

- (a) Owners and Occupiers must only communicate and interact in writing with the Body Corporate and other Owners and Occupiers in a reasonable manner and not in any way which may (including, but not limited to) be:
 - (i) An annoyance;
 - (ii) A Nuisance;
 - (iii) Threatening or intimidating;
 - (iv) Defamatory; or
 - (v) Anti-social
- (b) Owners and Occupiers shall ensure that their communications (including requests) with the Body Corporate are sent in accordance with the following;
 - (vi) Written Communication shall only be sent by pre-paid post or email at the address of the duly appointed Secretary via the appointed Body Corporate Manager, and served at the duly appointed Body Corporate Manager's address.
 - (vii) Telephone communications (including leaving voicemails or text/SMS messages) may only be made in the event of a genuine emergency or where the Body Corporate or the Committee has expressly invited it; and
 - (viii) Telephone communications may only be made to a telephone number expressly nominated for that purpose by the Body Corporate or Committee.
- (c) Other than in circumstances above, all communications with the Body Corporate or Committee for must be in written form and sent only to the postal or email address nominated for the purpose by the Body Corporate.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

NOT APPLICABLE

SCHEDULE E

DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY

NOT APPLICABLE

Page 35

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

GENERAL REQUEST

FORM 14 Version 4
Page 1 of 15
Duty Imprint

Dealing Number 723768659

OFFICE USE ONLY

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 Department's website.

1. Nature of request

REQUEST TO RECORD NEW COMMUNITY MANAGEMENT STATEMENT FOR BAYSIDE COMMUNITY TITLES SCHEME 4154 Lodger (Name, address, E-mail & phone number)
THE REAL ESTATE LAWYER

PO BOX 2691 ASCOT QLD 4007 nadine@therealestatelawyer.com.au 07 3262 6227

Lodged by Inside Outregals

Lodger Code BE2542

BE3268

2. Lot on Plan Description

COMMON PROPERTY OF BAYSIDE COMMUNITY TITLES SCHEME 4154

Title Reference

19211429

3. Registered Proprietor/State Lessee

BODY CORPORATE FOR BAYSIDE COMMUNITY TITLES SCHEME 4154

4. Interest

FEE SIMPLE

5. Applicant

BODY CORPORATE FOR BAYSIDE COMMUNITY TITLES SCHEME 4154

6. Request

I hereby request that: the new Community Management Statement deposited herewith which amends Schedule B of the existing Community Management Statement be recorded as the Community Management Statement for Bayside Community Titles Scheme 4154.

7. Execution by applicant

Peter James

Strata Managar First Strata Managemen

CTS 415

12, 12, 2024 Execution Date

Nadine Roxanne Wismayer, Solicitor

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

NEW COMMUNITY MANAGEMENT STATEMENT

NEW CMS Version 1 Page 2 of 15

THIS CMS MUST BE DEPOSITED WITH:

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

A NEW CMS MUST BE LODGED WITHIN THREE (3) MONTHS OF THE DATE OF CONSENT BY THE BODY CORPORATE

Office use only CMS LABEL NUMBER

This statement incorporates and must include the following:

Schedule A - Schedule of lot entitlements

Schedule B - Explanation of development of scheme land

Schedule C - By-laws

Schedule D - Any other details

Schedule E - Allocation of exclusive use areas

1. Name (including number) of CTS

BAYSIDE COMMUNITY TITLES SCHEME 4154

2. Regulation module

STANDARD

3. Name of body corporate

BODY CORPORATE FOR BAYSIDE COMMUNITY TITLES SCHEME 4154

4. Scheme Land

Lot on Plan Description

COMMON PROPERTY OF BAYSIDE COMMUNITY TITLES SCHEME 4154

Title Reference

19211429

Lots 1 to 12 on BUP11429

19211430-19211442 18238219 to 18238230

Name and address of original owner

NOT APPLICABLE

6. Reference to plan lodged with this statement (if applicable)

NOT APPLICABLE

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

Insert exemption clause (if no exemption - insert 'N/A' or 'not applicable')

NOT APPLICABLE PURSUANT TO S60(6) OF THE BODY CORPORATE AND COMMUNITY MANAGEMENT ACT 1997

*If there is no exemption, a Form 18C must be deposited with the Request to record the CMS.

8. Consent of body corporate

See Form 20 - BCCM Execution

Privacy Statement

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QUEENSLAND TITLES REGISTRY Body Corporate and Community Management Act 1997, Land Title Act 1994, Land Act 1994, Acquisition of Land Act 1967

BCCM EXECUTION / RELEVANT CERTIFICATE

FORM 20 Version 2 Page 3 of 15

1.	Community Titles Scheme (CTS) Name		CTS Number	
	BAYSIDE		4154	
2.	. Module Type of BCCM Scheme Standard Module		Instrument beir	ng executed (using this certificate)
			New CMS	
3.	Execution by the	Body Corporate for the above Sc	heme*	1 10
Si	gnature	h for	Signature	fael
Si	gner Name	WICCIAM DAIS	Signer Name	Paul Corcoran
Si	gner Authority	Charperson of	Signer Authority	Stecenty of the Body
Er	ntity (if applicable)	The Body Corporate	Entity (if applicable)	
Ex	ecution Date	12-12-2024	Execution Date	12-12-2024
'Ву с	executing above the Bo	dy Corporate confirms it is in compliance with	Section 96 of the Bady Come	prate and Community Management Act 1997.

When this Form should be used:

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

Guidance

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

Signer Authority Guidance:

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

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

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

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

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

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

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 1 on BUP11429	1	1
Lot 2 on BUP11429	1 1	1
Lot 3 on BUP11429	1	1
Lot 4 on BUP11429	1	1
Lot 5 on BUP11429	1 1	1
Lot 6 on BUP11429	1 1	1
Lot 7 on BUP11429	1	1
Lot 8 on BUP11429	1	1
Lot 9 on BUP11429	1	1
Lot 10 on BUP11429	1	1
Lot 11 on BUP11429	1	1
Lot 12 on BUP11429	1	11
TOTALS	12	12

SCHEDULE B	EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

NOT APPLICABLE

SCHEDULE C	BY-LAWS			

1. Interpretation

1.1 Meaning of Words

In these By-laws:

- (a) Act means the Body Corporate and Community Management Act 1997 (Qld).
- (b) Body Corporate has the same meaning as is given to that term under the Act.
- (c) Body Corporate Assets means the real and personal property of the Body Corporate other than the Common Property.
- (d) CMS means the community management statement.
- (e) Common Property has the same meaning as is given to that term under the Act.
- (f) **Costs** include costs, charges, expenses and disbursements, including those incurred in connection with advisers, and GST applicable to those costs, charges, expenses and disbursements.
- (g) GST has the meaning given to it in the GST Act.
- (h) **GST** Act means the A New Tax System (Goods and Services Tax) Act 1999 (Cth) and the related imposition Acts and regulations.
- (i) Local Government means the Sunshine Coast Regional Council.
- (j) Lot means a lot that is part of the Scheme.
- (k) Module means the Body Corporate and Community Management (Standard Module) Regulation 2020.

- (I) Invitees means an Occupier's agents, servants, contractors, guests, visitors, children and customers.
- (m) Occupier has the same meaning as is given to that term under the Act.
- (n) **Original Owner** means the original owner as defined in the Act, and any person nominated by the Original Owner from time to time.
- (o) Owner means the owner of an interest in a Lot from time to time.
- (p) Service Provider means any entity that provides Services to the Body Corporate.
- (q) **Scheme** means the community titles scheme in which this CMS applies.
- (r) Scheme Building means the buildings located on the Scheme Land.
- (s) Scheme Land means the land described as scheme land in Item 4 of this CMS.
- (t) **Services** means utility services such as water, sewerage, drainage, gas, electricity, air-conditioning, communications, computer data or television service, trade waste, garbage removal and fire services supplied to the Scheme Land or another services system designed to improve the amenity, or enhance the enjoyment of the Lots on the Common Property.
- (u) Service Infrastructure means any infrastructure for the provision of Services to the Scheme Land.

1.2 Rules of Interpretation

In these by-laws unless the contrary intention appears:

- (a) a reference to a by-law includes any variation or replacement of it.
- (b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.
- (c) the singular includes the plural and vice versa.
- (d) a reference to a person includes a firm, a body corporate, an unincorporated association or an authority.
- (e) a reference to any thing is a reference to the whole and each part of it.
- (f) any requirement to obtain the consent or approval of the Body Corporate is a requirement to obtain the prior written consent or approval of the Body Corporate.

2. Protection of Common Property

An Owner or Occupier must not:

- (a) damage or deface any Body Corporate Asset or structure that forms part of the Common Property; or
- (b) erect or install anything on the Common Property, or operate, adjust or interfere with the operation of any Body Corporate Asset or structure that forms part of the Common Property without the consent of the Body Corporate.

2.2 Damage to Common Property

(a) An Owner or occupier of a lot must not damage or alter any part of the common property, including lawns, gardens, and structures, without the written consent of the body corporate. This includes the prohibition against marking, painting, or driving nails into structures on common property, except for the installation of safety devices or screens in a workman-like manner, maintained in good repair, and not detracting from the building's amenity.

(b) If an Owner or Occupier damages the Common Property, the Body Corporate may repair the damage and recover its repair Costs from the Owner or Occupier as liquidated debt due to it in any action in any Court or Tribunal of competent jurisdiction.

2.3 Depositing Rubbish on Common Property

An Owner or Occupier of a Lot must not deposit any rubbish, dirt or other material on the Common Property that could interfere with the enjoyment of the property by others, except in bins provided by the Body Corporate or the Local Government for the use of the Lot occupied by that Occupier.

3. Use of Common Property

Occupiers must:

- (a) use Common Property and Body Corporate Assets for the purpose for which they are designed or intended;
- (b) ensure that they close, and where appropriate lock, any doors on the Common Property immediately after they use them, in order to prevent unauthorised entry to the Scheme Land; and
- (c) clean any mess they make whilst on the Common Property and remove their rubbish from the Common Property.

3.2 Rules about use of the Common Property

- (a) The Body Corporate may make and amend rules about the use of the Common Property and the Body Corporate Assets from time to time that:
 - (i) are not inconsistent with these by-laws; and
 - (ii) do not obstruct the lawful use of the Common Property or a Lot by another person.
- (b) Owners, Occupiers and their Invitees must comply with those rules.

4. Maintenance and Management of Common Property

- (a) Any parts of the Common Property used for:
 - electrical substations or control panels;
 - (ii) fire services control panels;
 - (iii) telephone exchanges;
 - (iv) plant and machinery rooms; and
 - (v) other Services to the Lots and Common Property;

are to be kept locked unless there is a legal requirement to the contrary. Occupiers may not enter or open such areas without consent of the Body Corporate.

(b) The Body Corporate may allow contractors or workmen employed by the Body Corporate to store items of their property in any plant and machinery rooms on Common Property, if it is safe and lawful for that person to do so.

5. Conduct on Scheme Land

5.1 Obstructions

An Owner or Occupier must not:

(a) obstruct lawful use of Common Property, Body Corporate Assets or a Lot by another person; or

(b) interfere with or obstruct any contractor or workmen engaged by the Body Corporate from performing the duties or exercising their rights under an agreement with the Body Corporate.

5.2 Notice of Accidents

If an Owner, Occupier or its invitee is involved in an accident on Common Property the Occupier must notify the Body Corporate of the accident and give a reasonably detailed description of the circumstances.

5.3 Noise

- (a) Owners, Occupiers, their animals and Invitees must not create or allow noise in a Lot or on the Common Property likely to interfere with the peaceful enjoyment of another person lawfully in that Lot, on another Lot or on the Common Property.
- (b) Occupiers and their animals must comply in all respects with all local, state and federal government regulations and policies in relation to noise.
- (c) All musical instruments, radios, television receivers and sound equipment must be controlled so that the sound is reasonable and does not cause an annoyance to any other Owner or Occupier of a Lot. Such equipment and instruments shall not be operated between the hours 10.00pm and 8.00am in such a manner as to be audible at all to any other Owner or Occupier of a Lot.
- (d) If noise is unavoidable then the Occupier of the Lot from which the noise is emanating must take all practical steps to ensure that it is minimised (for example, closing doors, windows and curtains).
- (e) An Owner or Occupier of a Lot must request Invitees leaving after 10.00pm to leave quietly and quietness must be observed when an owner or occupier of a Lot returns to the Scheme Building after 10.00pm and before 7.00am.

5.4 Behaviour of Invitees

- (a) An Owner or Occupier of a Lot shall ensure their Invitees do not act in a manner likely to interfere with the peaceful enjoyment of the common property by others.
- (b) Occupiers are liable to compensate the Body Corporate for any damage to the Common Property or to Body Corporate Assets caused by an Owner or Occupier's Invitees.
- (c) If the Body Corporate incurs a Cost to make good damage caused by a breach of the Act, the Module or these by-laws by any of the Owner or Occupier's Invitees, the Body Corporate is entitled to recover the Cost incurred as a liquidated debt due to it in any action in any Court or competent jurisdiction from the Owner or Occupier.

6. Use of the Lots

6.1 Purpose

Lots may only be used for residential purposes.

6.2 No Alterations or External Appearances

- (a) An Occupier of a Lot must not make any alterations to any part of the exterior of the Lot without the prior written consent of the Body Corporate. For example, this means an Owner or occupier must not:
 - (i) enclose any part of the Lot;
 - (ii) place or construct any improvement on the Lot which can be seen from outside the Lot;
 - (iii) affix any antenna or aerial to the Lot; and/or
 - (iv) affix shutters, awnings, tinting or security screens on any door or window.

- (b) An Occupier must not:
 - (i) hang any washing, towels, bedding, clothing or similar articles other than on parts of the Lot; or
 - (ii) display any sign or advertisement or banner on any part of a Lot or the Common Property except as provided in By-law 6.5(b);

in such a way as to be visible from inside or outside the Scheme Land.

6.3 Structural Changes to Lots

- (a) An Owner or Occupier of a Lot must not:
 - (i) make any structural alterations to the Lot (including any alteration to gas, water or electrical installations or installation of any air conditioning system); or
 - (ii) do anything which might affect the structural integrity of the Scheme Building;

without the prior written consent of the Body Corporate.

(b) The Owner or Occupier must also obtain any other approval required by law before doing any such work.

6.4 Consent to Alterations

The following procedure applies to an application for consent under bylaws 6.2 and 6.3:

- (a) The Owner must submit a written request together with plans and specifications to the Body Corporate;
- (b) The Body Corporate must submit the plans to an architect, engineer or other consultant nominated by it within 14 days of receiving the plans;
- (c) The Body Corporate may impose conditions on the approval of the plans and specifications; and
- (d) All fees and Costs incurred by the Body Corporate must be paid by the Owner making the application, provided that such costs are reasonable and necessary for the evaluation of the application.

6.5 Sale of Lots

- (a) Any Occupier must not permit any auction sale to be conducted in a lot without the written consent of the Body Corporate.
- (b) For a sale by private treaty, real estate for sale signs must:
 - (i) be of a suitable size as determined by the Committee to ensure they do not detract from the visual impact of the scheme;
 - (ii) remain on site through the sale period and up to 14 days after the contract becomes unconditional;
 - (iii) be placed without obstructing access;
 - (iv) clearly display the Lot number;
 - (v) be made from durable materials; and
 - (vi) be corrected or repaired at the responsibility of the Owner who has engaged the agent...
- (c) The Owner who has engaged the agent assumes the risk and cost of damage to the sign.
- (d) Placement of additional signs for another lot for sale requires Body Corporate committee approval.

6.6 Defects or Damage

Occupiers must give the Body Corporate prompt notice of any defect or damage to any part of the Common Property or a Lot which they become aware of.

6.7 Fire Control

- (a) An occupier must not use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire escape.
- (b) Occupiers must not bring to, do or keep on a Lot anything which increases the rate of fire or any other insurance on the Scheme Land, or which may conflict with any insurance policy upon the Scheme Land, except with the consent in writing of the Body Corporate.

6.8 Maintenance of Lots

The Owner or Occupier of a Lot must maintain their Lot in a state that does not detract from the overall appearance of the complex or pose a risk to the safety and security of the complex and in particular:

- (a) Maintain the waterproofing membrane on the rooftop to prevent damage to the building;
- (b) Keep the interior of the Lot in a clean condition;
- (c) Take all practical steps to prevent infestation of the Lot by vermin and insects;
- (d) Not use plumbing, gas and electrical equipment in the Lot for any purpose other than for which they were designed;
- (e) Keep windows in the Lot clean; and
- (f) Except where it is the responsibility of the Body Corporate under the Module, replace all cracked or broken glass in the Lot with new glass of the same type and appearance.

6.9 Water Conservation

Occupiers must not waste water and must ensure that all taps in a Lot or on the Common Property are turned off after use.

6.10 Garbage Disposal

An Owner or Occupier of a Lot must:

- (a) Comply with all rules made by the Body Corporate and the Local Government about disposal and recycling of rubbish;
- (b) Maintain a clean and covered garbage receptacle;
- (c) Comply with local disposal laws
- (d) Use the bins or receptacles for rubbish provided by the Local Government or the Body Corporate for the Lot;
- (e) Ensure bins or receptacles are not visible from outside the Lot (or exclusive use areas allocated to the Lot), except on the day rubbish is collected by the Local Government; and
- (f) Ensure their disposal practices do not negatively impact others' health, hygiene, or comfort.

6.11 Smoking

Smoking, including the use of vapes, on Common Property and balconies is prohibited to prevent nuisance or harm to other Lot occupants or anyone using Common Property.

6.12 Infectious Diseases

In the event that an infectious disease, which requires notification by virtue of any statute regulation or organ ordinance, occurs in a lot or the common property, an occupier who becomes aware of that occurrence must:

- (a) Give written notice of that occurrence and any other information which may be required relative to it, to the Body Corporate; and
- (b) If the Occupier caused or contributed to the infectious disease, pay to the Body Corporate the expenses incurred by the Body Corporate of disinfecting the Lot and any part of the Common Property required to be disinfected and replacing any articles or things the destruction of which may be necessitated by such disease.

6.13 Compliance with Health and Safety Regulations

All Owners and occupiers must comply with local health and safety regulations to ensure a safe and healthy environment within the complex.

6.14 Hazardous Substances

Except with the Body Corporate's written consent, Owner or Occupiers must not:

- (c) store or use any hazardous or flammable substances on Scheme Land, other than for domestic purposes or in a vehicle's fuel tank; nor
- (d) Bring anything onto the Scheme Land which may increase the Cost of insurance or breach any fire safety laws.

6.15 Nuisance

Without limiting section 167 of the act:

- (a) No noxious odours or offensive language or activity may be carried out on the Scheme Land;
- (b) Televisions, radios and musical instruments and animals must be reasonably controlled so they do not cause annoyance to Occupiers;
- (c) Machinery, tools or other things which emit loud noises or noxious odours or which may interfere with television or radio reception may not be used on the Scheme Land; and
- (d) People entering or leaving Lots after 11:00 PM must do so guietly.

6.16 Security

The Occupier of a Lot must look or securely fasten all doors and windows in the Lot whenever the Lot is not occupied.

7. Vehicles, Parking and Driving

- (a) Vehicles may only be driven on the parts of the Common Property that are designed for that purpose (if any).
- (b) Vehicles must be driven at a safe speed. The maximum limit on the Common Property is 5 kilometres per hour.
- (c) An Occupier must not and must ensure its Invitees do not park or allow any car to be parked on the Scheme Land, except in car spaces allocated to the Lot of the Occupier.
- (d) Heavy vehicles (over 2 tonnes tare) may not be brought onto the Scheme Land.
- (e) Vehicles may only be driven on Scheme Land by a licenced driver and only if the vehicle may be lawfully driven on a public road.

8. Common Use Parking Areas

- (a) Common use parking areas are designated as follows:
 - (i) The front parking area is reserved for an external bona fide tradesperson between Monday to Friday, 7 AM to 4 PM;
 - (ii) For the purposes of these by-laws, distinction between an "owner or occupier tradesperson" and an "external bona fide tradesperson" shall be recognised as follows:
 - a. An "owner or occupier tradesperson" refers to an individual owner or occupier of a lot within the Scheme Land who personally undertakes or supervises repair, maintenance, or improvement works on their own Lot or Common Property, utilising their own skills or qualifications in a trade.
 - b. An "external bona fide tradesperson" is defined as a professionally trained or qualified individual not residing in or owning a lot within the Scheme Land, engaged by an owner, occupier, or the Body Corporate to perform specific repair, maintenance, or improvement works on the Scheme Land or individual lots.
 - (iii) Outside these hours, and for brief pick-ups and drop-offs (limited to 30 minutes), the space is available to Lot owners.
 - (iv) To reserve this space, an orange cone must be placed the day before use.
 - (v) The Owner or Occupier reserving the space is responsible for removing the cone post use.
 - (vi) Visitor parking in the two rear areas is limited to three consecutive days unless prior approval is obtained from the body corporate.
 - (vii) Each Lot may park only one vehicle in the Visitor spaces at any time, to ensure fair use.
 - (viii) In recognition of the necessity to manage visitor parking spaces equitably among all titled owners, occupiers, and their invitees, the following fair use policy is hereby established:
 - a. Each Lot is permitted to use visitor parking spaces for their guests, but such use must be considerate of the needs of all residents within the community. To ensure equitable access, the continuous use of a visitor parking space by guests of a single Lot is limited to a maximum of 48 hours within a 7-day period.
 - b. Should a Lot's guests require extended use of visitor parking beyond the 48-hour limit within a 7-day period, the Lot owner or occupier must seek prior written approval from the Body Corporate. Such requests will be considered on a case-by-case basis, subject to availability and the demonstrated need for extended access.
 - c. To facilitate fair use and turnover of visitor parking spaces, the Body Corporate may implement a visitor parking permit system or other management measures as deemed necessary. Details of any such system or measures will be communicated to all Lot owners and occupiers and must be adhered to as part of this by-law.
 - d. Non-compliance with this fair use policy may result in the implementation of sanctions, including but not limited to, the towing of vehicles parked in violation of these terms. All costs associated with the enforcement of this policy, including towing charges, shall be borne by the Lot owner or occupier in violation.
 - (ix) e) This policy is intended to balance the needs of all residents for visitor parking, recognising the limited nature of these spaces. All Lot owners, occupiers, and their invitees are expected to adhere to this policy to ensure a harmonious and fair use of the visitor parking facilities.

9. Towing of Vehicles

(a) A vehicle parked on Scheme Land in violation of By-Law 7 or not in accordance with the designated common use parking areas as specified in By-Law 8 may be removed by or at the direction of the body corporate.

Title Reference Error! Reference source not found. 19211429 Page 12 of 15

- (b) The body corporate or its authorised agent shall have the right, but not the obligation, to tow any such vehicle at the expense of the vehicle's owner.
- (c) Before towing, reasonable efforts will be made to contact the owner of the vehicle to remove it voluntarily.
- (d) If the vehicle is towed, the body corporate will provide information regarding the location to which the vehicle has been towed and the process for recovery.
- (e) The body corporate shall not be liable for any damage, loss, or other consequences resulting from the towing, provided the action was taken in a reasonable manner.

10. Right of entry

- (f) The body corporate has the right to access any lot, given reasonable notice, for the purpose of maintenance, repair, or emergency services to common property or another Lot.
- (g) In the case of an emergency no notice will be necessary, but the Body Corporate will use reasonable endeavours to cause as little inconvenience to the Occupier as possible.

11. Costs incurred by the Body Corporate

- (a) If the Body Corporate incurs Costs because an Owner or Occupier does not pay an amount due to the Body Corporate or breaches these by-laws, the Act or Module, the Occupier must pay the Body Corporate those Costs within seven days of the Body Corporate demanding payment, as a liquidated debt due to the Body Corporate.
- (b) If the Body Corporate takes legal action to recover amounts to the Body Corporate the Occupier against whom the action is taken must pay the Body Corporates' legal costs and expenses on a solicitor own client basis.

12. Compliance

Owners or Occupiers must comply with, and ensure all Invitees comply with:

- (a) these bylaws and any rules made by the body corporate in accordance with these bylaws;
- (b) all relevant laws; and
- (c) The requirements, notices and orders of any service provider with jurisdiction over the scheme land.

13. GST

- (a) Unless otherwise expressly stated, the sums payable or consideration to be provided under are in accordance with these by-laws or exclusive of GST.
- (b) If any person:
 - (i) Is liable to pay GST on any supply made by it under these by-laws; and
 - (ii) Issues a valid tax invoice to the recipient within seven days of the due date for payment for the supply;

then the recipient agrees to pay the supplier an additional amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

(c) Despite any other provision in the CMS to the contrary this by-law 12 will survive termination of the CMS.

14. Keeping of Animals

The following rules apply with respect to the keeping of animals:

- (a) Subject to section 181 of the Act and this by-law, the Occupier of a Lot or its Invitees may not keep or bring any animal onto the Scheme Land.
- (b) An Owner or Occupier may keep an animal in their Lot provided they have the written approval of the Body Corporate and comply with the provisions of this by-law.
- (c) For an Owner or Occupier to receive written approval of the Body Corporate, the request must be in writing, with Details including evidence of compliance with local Council regulations, given to the secretary or, in the secretary's absence, the chairperson.
- (d) The Committee must decide the request as a motion for consideration by the Committee within the Prescribed Period.
- (e) The Body Corporate:
 - (i) May grant the approval subject to conditions that are, in the circumstances, reasonable and appropriate;
 - (ii) May give approval subject to conditions which may include but are not limited to:
 - a. Continued compliance with local Council regulations and other laws:
 - b. Adherence to by-law 5.3:
 - c. Adherence to by-law 6.15:
 - d. Adherence to waste management protocols;
 - e. Animals do not disrupt the peace or safety of the community: and
 - f. compliance with the Animal Care and Protection Act 2001, including ensuring that the animal is not kept in a confined space contrary to RSPCA size and exercise requirements;
 - (iii) Must not withdraw it's written approval granted to an Owner or Occupier under by-law 14(b) so long as:
 - A. The conditions of Approval under by-law 14(ii) have not been breached:
 - B. The animal does not disturb others;
 - C. The animal is clean and properly toilet trained; and
 - D. The animal is kept restrained at all times when on Scheme Land.
 - (iv) The Owner or Occupier of the Lot is responsible for:
 - A. Tidying up after the animal;
 - B. Making sure the animal does not defecate the Scheme Land; and
 - C. Making sure the animal does not disturb others when it is on Scheme Land.
- (f) The onus of proving that the behaviour of the animal complies with this by-law is on the Owner or Occupier.

15. Swimming Pool

- (a) An Owner or Occupier of a Lot must not use the swimming pool between sunset and sunrise without the written consent of the Committee.
- (b) An Owner or Occupier must ensure:-
 - (i) its Invitees do not use the swimming pool unless accompanied by the Owner or Occupier;
 - children below the age of 13 years do not enter or use the swimming pool unless accompanied by an adult person exercising effective control over them.

- (c) An Owner or Occupier and its Invitees must:
 - (ii) exercise caution at all times when using the swimming pool and must not run, splash, dive into or behave in any manner that is likely to interfere with the use and enjoyment of the swimming pool by any other person;
 - (iii) not have any objects in the swimming pool other than flotation devices for the assistance of children;
 - (iv) not have any glass containers or glass receptacles of any type in or near the swimming pool;
 - (v) not consume food and drink in the swimming pool;
 - (vi) not consume alcohol in the swimming pool; and
 - (vii) ensure the minimum dress standard for the swimming pool is observed. Bathing costumes must comply with any minimum standard required for bathing at a Local Government public pool.
 - (viii) Ensure the pool gate is locked when leaving the pool to ensure restricted access for unauthorised user(s)

16. Interference with Pool Equipment

An Owner or Occupier must not without proper authority adjust or interfere with the operation of any equipment associated with the swimming pool or add any chemical or other substances to the swimming pool.

17. Respectful communications

- (a) Owners and Occupiers must only communicate and interact in writing with the Body Corporate and other Owners and Occupiers in a reasonable manner and not in any way which may (including, but not limited to) be:
 - (i) An annoyance;
 - (ii) A Nuisance;
 - (iii) Threatening or intimidating;
 - (iv) Defamatory; or
 - (v) Anti-social
- (b) Owners and Occupiers shall ensure that their communications (including requests) with the Body Corporate are sent in accordance with the following;
 - (vi) Written Communication shall only be sent by pre-paid post or email at the address of the duly appointed Secretary via the appointed Body Corporate Manager, and served at the duly appointed Body Corporate Manager's address.
 - (vii) Telephone communications (including leaving voicemails or text/SMS messages) may only be made in the event of a genuine emergency or where the Body Corporate or the Committee has expressly invited it; and
 - (viii) Telephone communications may only be made to a telephone number expressly nominated for that purpose by the Body Corporate or Committee.
- (c) Other than in circumstances above, all communications with the Body Corporate or Committee for must be in written form and sent only to the postal or email address nominated for the purpose by the Body Corporate.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

NOT APPLICABLE

SCHEDULE E

DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY

NOT APPLICABLE

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Body Corporate and Community Management Act 1997

NOTICE OF CONTRIBUTIONS

Mr & Mrs Davis 7 Tiverton St **EVERTON HILLS QLD 4053**

ABN 54 967 542 168			542 168	
Date of Notice		14 January 2025		
A/c No		6		
Lot No	6	Unit Number	6	
Contrib Ent.		1		
Interest Ent.		1		

BAYSIDE CTS 4154							
Account	Period	Due Date	Amount	Discount	If paid by	Net Amount	
Administrative Fund	01/03/25 to 31/08/25	01/03/2025	\$2,337.04	\$233.70	01/03/2025	\$2,103.34	
Sinking Fund	01/03/25 to 31/08/25	01/03/2025	\$4,708.33	\$470.83	01/03/2025	\$4,237.50	
Insurance	01/03/25 to 31/08/25	01/03/2025	\$454.05	\$0.00		\$454.05	
Totals			\$7,499.42	\$704.5	3	\$6,794.89	

Interest at the rate of 30.00% per annum (2.50% per month) is payable on overdue Levies. Please make cheques payable to: StrataPay plus your StrataPay Reference Number

Teller stamp and initials	Amount Paid \$
	Date Paid / /

Payment Options							
0	Tel: 1300 552 311 Ref: 1239 7274 4	Telephone: Call this number to pay by credit card. International: +613 8648 0158 (charges apply).					
(www.stratamax.com.au Ref: 1239 7274 4	Internet: Make credit card payments online (charges apply). Visit www.stratamax.com.au	MasterCard AMERICAN EXPRESS				
DIRECT Debit	www.stratapay.com/ddr Ref: 1239 7274 4	Direct Debit: Make auto payments from your credit card* or bank account. Visit stratapay.com/ddr to register *Credit card charges apply.	Diners Club				
B	Biller Code: 74625 Ref: 1239 7274 4	BPay: Contact your participating financial institution to make a payment from your cheque or savings account using BPay.					
Post Billpay	Billpay Code: 3599 Ref: 1239 7274 4	In Person: Present this bill in store at Australia Post to make cheque or EFTPOS payments.					
\boxtimes	Make cheque payable to: StrataPay 1239 7274 4	Mail: Send cheque with this slip by mail to: StrataPay, Locked Bag 9 GCMC, Bundall Qld 9726 Australia					
EFT	BSB: 067-970 Acct No: 1239 7274 4 (Applies to this bill only)	Internet Banking - EFT: Use this BSB and Account Number to pay directly from your bank account in Australian Dollars (AUD). Account Name: StrataPay Bank: CBA, Sydney, Australia.					



StrataPay Reference

1239 7274 4

Amount

Due Date

\$6,794.89 01 Mar 25

First Strata Management 4154/02100006

Mr & Mrs Davis 7 Tiverton St **EVERTON HILLS QLD 4053**







Vendor/s

WILLIAM THOMAS DAVIS, VICKI DAVIS

Property Address

UNIT 6 15 VERNEY ST, KINGS BEACH QLD 4551