Body Corporate and Community Management Act 1997 Section 206

INFORMATION FOR DISCLOSURE STATEMENT

as at 17 March 2025

Body Corporate Name of Scheme: Community Titles Scheme No: 55993 Lot Number: 202 Plan Number: SP34 Secretary Name Address C/- BCP Strata Pty Ltd PO Box 153 MOOLOO 4557 Telephone Salis Community Titles Scheme No: 55993 Lot Number: SP34 Secretary Name Address C/- BCP Strata Pty Ltd PO Box 153 MOOLOO 4557 Telephone BCP Strata Pty Ltd Address PO Box 153 MOOLOOLABA QLD 4557 Telephone S4384000 Contributions	14744
Community Titles Scheme No: 55993 Lot Number: 202 Plan Number: \$P34 Secretary Name Joanne Manning C/- BCP Strata Pty Ltd PO Box 153 MOOLOO 4557 Telephone 5438 4000 Body Corporate Manager Name BCP Strata Pty Ltd Address PO Box 153 MOOLOOLABA QLD 4557 Telephone 54384000 Contributions	14744
Secretary Name Address C/- BCP Strata Pty Ltd PO Box 153 MOOLOO 4557 Telephone Body Corporate Manager Name Address BCP Strata Pty Ltd PO Box 153 MOOLOOLABA QLD 4557 Telephone 54384000 Contributions	14744
Secretary Name Address C/- BCP Strata Pty Ltd PO Box 153 MOOLOO 4557 Telephone Body Corporate Manager Name Address PO Box 153 MOOLOOLABA QLD 4557 Telephone Telephone 54384000 Contributions	LT / /I/I
Address C/- BCP Strata Pty Ltd PO Box 153 MOOLOO 4557 Telephone 5438 4000 Body Corporate Manager Name BCP Strata Pty Ltd Address PO Box 153 MOOLOOLABA QLD 4557 Telephone 54384000 Contributions	F1744
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Telephone 5438 4000 Body Corporate Manager Name Address PO Box 153 MOOLOOLABA QLD 4557 Telephone 54384000 Contributions	
Body Corporate Manager Name Address PO Box 153 MOOLOOLABA QLD 4557 Telephone 54384000 Contributions	LABA QLD
Manager Address PO Box 153 MOOLOOLABA QLD 4557 Telephone 54384000	
Address PO Box 153 MOOLOOLABA QLD 4557 Telephone 54384000	
MOOLOOLABA QLD 4557 Telephone 54384000 Contributions	
Telephone 54384000 Contributions	
Contributions	
Louise Determined by the Dady Corporate for this Let	
and Levies Determined by the Body Corporate for this Lot	
Administrative Fund Amount Due Date Disco	,
	Nil 01/07/24 Nil 01/01/25
• ,	Vil 01/01/25
Sinking Fund Amount Due Date Disconnection 01/07/24 to 31/12/24 \$500.00 01/07/24 1	ount If Paid By Nil 01/07/24
·	Nil 01/01/24 Nil 01/01/25
·	Vii 01/01/25
	01/01/20
Special Levies	
Lot No Date of Authority Given To Description of Area	Conditions
Improvements on Resolution	Conditions
Common 4 // 5 // Common 5 //	
Property for 202 01/05/24 Lot 202 - 2 x dogs 1 x 5 year old, 8kg, female	
which Buyer will Jack Russel dog and 1 x 2	
be Responsible year old, 8kg, female Jack	
Russel	
Body Corporate There are no assets required to be recorded.	
Assets Required to	
be Recorded on	
Register	
rogistor	
Committee	
Yes Yes	

Body Corporate and Community Management Act 1997 Section 206 INFORMATION FOR DISCLOSURE STATEMENT (continued)

Information prescribed under Regulation Module

Signing	•		
	Seller/Sellers Agent	Witness	
	Date	_	
Buyers Acknowledgement	The Buyer acknowledges having received and read Seller before entering into the contract.	this statement from the	
	Buyer	Witness	
	Date	_	

Lot Entitlements and Other Matters	Interest Schedule Aggregate Contribution Schedule Aggregate	629 106	Entitlement of Lot	53.0000 10
	Balance of Sinking fund at end of last Financial Year	5,860.75	as at	30/06/24
	Insurance Levies not included in Administrative Fund Levies:	See Other Levies		
	Monetary Liability under Exclusive Use By-Law			

Additional Information

Other Levies	•	Amount	Due Date	Discount	If Paid B	у
	Insurance Levy 01/07/24 to 31/12/24 01/01/25 to 30/06/25 01/07/25 to 31/12/25	\$358.28 \$679.99 \$519.40	01/07/24 01/01/25 01/07/25	Nil Nil Nil	01/07/24 01/01/25 01/07/25	5
Insurance	Type/Name of Insurer		Policy Number	Sum In	sured	Renewal Date
	BUILDING STRATA COMMUNITY INS (OTHER	R)	QRSC23004924	6,090,0	00.00	07/07/25
	CATASTROPHE STRATA COMMUNITY INS (OTHER	R)	QRSC23004924	913,5	00.00	07/07/25
	COMMON CONTENTS STRATA COMMUNITY INS (OTHER	2)	QRSC23004924	60,9	00.00	07/07/25
	FIDELITY GUARANTEE STRATA COMMUNITY INS (OTHER	2)	QRSC23004924	100,0	00.00	07/07/25
	FLOATING FLOORS STRATA COMMUNITY INS (OTHER	R)	QRSC23004924	Inc	cluded	07/07/25
	GOVT AUDIT COSTS STRATA COMMUNITY INS (OTHER	R)	QRSC23004924	25,0	00.00	07/07/25
	LEGAL EXPENSES STRATA COMMUNITY INS (OTHER	R)	QRSC23004924	50,0	00.00	07/07/25
	LOSS OF RENT STRATA COMMUNITY INS (OTHER	2)	QRSC23004924	913,5	00.00	07/07/25
	OFFICE BEARERS STRATA COMMUNITY INS (OTHER	2)	QRSC23004924	1,000,0	00.00	07/07/25
	OWNER FIXT. & IMPROV STRATA COMMUNITY INS (OTHER	2)	QRSC23004924	300,0	00.00	07/07/25
	PUBLIC LIABILITY STRATA COMMUNITY INS (OTHER	2)	QRSC23004924	20,000,0	00.00	07/07/25
	VOLUNTARY WORKERS STRATA COMMUNITY INS (OTHER	R)	QRSC23004924	200,0	000/2k	07/07/25
	WORKPLACE, H&S BREAC STRATA COMMUNITY INS (OTHER	R)	QRSC23004924	100,0	00.00	07/07/25

Mortgages or Securities over Body Corporate Assets

Latent or Patent
Defects in
Common

Additional information on this page to be completed by Vendor

Property or Body Corporate Assets

Additional Information

Actual or Contingent or Expected Liabilities of Body Corporate

Circumstances in Relation to Affairs of the Body Corporate

Exceptions to Statements in Clause 7.4(3)

CO **SALIS CTS 55993**

NTRACTS REGISTER	Date:	17/03/25

Management Agreemen	t						
Contractor Name and Address BCP Strata Pty Ltd Body Corpor Management PO Box 153 MOOLOOLABA QLD 4557		Corporate		Delegated Powers		Basis of Remuneration Monthly in Arrears	
			g				
Commencement Date	20/07	7/23	Expiry Date	19/07/26	Copy of Agreement on File		Termination Date
Term of Contract	3 Ye		1 7	13/10//20	Options		<u>. </u>
Estimated Cost of Contract	2252	.00			Name of Financier		
Est Renumeration of Contract	0.00				Date of Advice from Financie	r	
Workers Comp No					Date of Withdrawal of Finance	ier	
D.::1.d:							-
Building/Letting Contractor Name and Address		Details of	f Duties		Delegated Powers		Basis of Remuneration
KONE Elevators					2		Annually
5a/9-11 Newspaper Place		ĺ					
MAROOCHYDORE QLD	4558						
Commencement Date	01/05	5/24	Expiry Date	30/04/34	Copy of Agreement on File		Termination Date
Term of Contract	10 Y		1 7		Options		•
Estimated Cost of Contract	4703	.08			Name of Financier		
Est Renumeration of Contract	0.00				Date of Advice from Financie	r	
Workers Comp No					Date of Withdrawal of Finance	ier	
Maintenance							
Contractor Name and Address		Details of	f Duties		Delegated Powers		Basis of Remuneration
Firepak		ĺ					Monthly
		ĺ					
PO Box 1406		ĺ					
BUDERIM QLD 4556							
Commencement Date	01/05	5/24	Expiry Date	30/04/26	Copy of Agreement on File		Termination Date
Term of Contract	2 Ye		1 7	20/01/20	Options		<u>I</u>
Estimated Cost of Contract	0.00				Name of Financier		
Est Renumeration of Contract	0.00				Date of Advice from Financie	r	
Workers Comp No					Date of Withdrawal of Finance	ier	
Contractor Name and Address		Details of	f Duties		Delegated Powers		Basis of Remuneration
Contractor Name and Address		Details	1 Duties		Delegated Fowers		Basis of Remuneration
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	1	<u> </u>	Т	T		_	
Commencement Date			Expiry Date		Copy of Agreement on File		Termination Date
Term of Contract					Options		
Estimated Cost of Contract					Name of Financier Date of Advice from Financie	_	
Est Renumeration of Contract					Date of Advice from Financie Date of Withdrawal of Financie		
Workers Comp No					Date of Withdrawai of Finance	101	
Contractor Name and Address		Details of	f Duties		Delegated Powers		Basis of Remuneration
		ĺ					
		ĺ					
		1					
Commencement Date		<u> </u>	Expiry Date		Copy of Agreement on File		Termination Date
Term of Contract			1-7 2000	1	Options Options	1	
Estimated Cost of Contract					Name of Financier		Γ
Est Renumeration of Contract					Date of Advice from Financie	r	
Workers Comp No					Date of Withdrawal of Finance	ier	



T 07 5438 4000 F 07 5437 8977 E info@bcpstrata.com.au BCP Strata Pty Ltd ABH 67 111 002 790 Member of SCA (Qld) Member of UDIA (Qld)

Information to Complete Body Corporate Disclosure Statement (BCCM Act Sect 206)

Please complete the below form and click submit. The information for a Disclosure Statement will be forwarded to you and/or your nominated recipient via email.

It is recommended that you keep your original copy in a safe place as an additional fee of \$22.00 will be charged to re-send the information to you. Please note that if your Body Corporate has had its Annual General Meeting since the information was previously supplied to you, then you will need to apply for a new document as the information will be out-dated.

A copy of the Community Management Statement (CMS) for the scheme will also be provided for your information.

COST*:

- © \$210.00 (inc GST) Urgent supply of information for a Disclosure Statement (in accordance with Body Corporate Community Management Act (Section 206) within 24 hours of receipt of payment
- \$22.00 (inc GST) Re-send copy only of original Information for Disclosure Statement previously sent to owner. I have checked and the Annual General Meeting for my Body Corporate has not been held since I previously requested this information.

PAYMENT BY:	Credit	Card
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Please complete this form and submit to BCP Strata.

BUILDING DETAILS

Scheme/Building Name*:	Salis
CTS No.:	
For which Lot Number is the report required*:	unit 2
Building Address*:	12 Anning Avenue
OWNERS DETAILS	
Name*:	Stacey Cartwright & Kym Lyon
Address*:	21 Paddington Circuit
Telephone*:	0431 431 681
Email*:	staceyenjo@bigpond.com
WHO IS INFORMATION TO BE EMAILE	ED TO*:
✓ Owner	
☐ Agent	
☐ Lawyer	
Contact Name of Agent/Lawyer*: Name of Company*:	Stacey Cartwright
Email Address*:	staceyenjo@bigpond.com

Land Title Act 1994, Land Act 1994 and Water Act 2000

QUEENSLAND TITLES REGISTRY

GENERAL REQUEST

Duty Imprint

FORM 14 Version 4 Page 1 of 1

722615455

aling Number

EL 460 \$224.32 17/07/2023 09:28:18 FICE USE ONLY

orm is authorised by legislation and is used to maintain publicity searchable records. For more information see

the Department's website.

1. Nature of request

REQUEST TO RECORD FIRST COMMUNITY MANAGEMENT STATEMENT FOR SALIS COMMUNITY TITLES SCHEME

Lodger (Name, address, E-mail & phone number)
MCINNES WILSON LAWYERS
LEVEL 23, 345 QUEEN ST
BRISBANE QLD 4000

Lodger Code 234A

NLAMPRELL@MCW.COM.AU 07 3014 6511

2. Lot on Plan Description LOT 159 ON RP96153

LOT 160 ON RP96153 LOT 161 ON RP96153 Title Reference

15388154 13845027

3. Registered Proprietor/State Lessee

BSRP PTY LTD A.C.N. 634 027 106

4. Interest

NOT APPLICABLE

5. Applicant

BSRP PTY LTD A.C.N. 634 027 106

6. Request

I hereby request that: the first CMS deposited herewith be recorded as the CMS for Salis Community Titles Scheme and that 3/16 Innovation Parkway, Birtinya QLD 4575 be recorded as address for service on the body corporate for the scheme.

7. Execution by applicant

15 ,07 ,2023 **Execution Date**

Applicant's or Solicitor's Signature

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

NINA FRANCIS LAMPRELL SOLICITOR

FIRST/NEW COMMUNITY MANAGEMENT STATEMENT QUEENSLAND TITLES REGISTRY

Body Corporate and Community Management Act 1997

CMS Version 4 Page 1 of 20

55993

BE LODGED TOGETHER RAL REQUEST AND IN THE

CASE OF A NEW STATEMENT 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 of community titles scheme

SALIS COMMUNITY TITLES SCHEME

Regulation module

STANDARD MODULE

3. Name of body corporate

BODY CORPORATE FOR SALIS COMMUNITY TITLES SCHEME

4. Scheme land

Lot on Plan Description LOTS 101, 201-205, 301-305 ON SP341744 COMMON PROPERTY FOR SALIS COMMUNITY TITLES SCHEME

Title Reference TO ISSUE FROM 15056165, 15388154 AND 13845027

*Name and address of original owner

BSRP PTY LTD A.C.N. 634 027 106 OF LEVEL 1, 88 COMMERICIAL ROAD, TENERIFFE QLD 4005

Reference to plan lodged with this statement SP341744

first community management statement only

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')

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

Execution by original owner/Consent of body corporate

BSRP PTY LTD A.C.N. 634 027 106 - DIRECTOR

13,06,2023 **Execution Date**

*Execution

BSRP PTY LTD A.C.N. 634 027 106 - DIRECTOR

13/10/2023

Execution Date

*Execution

Original owner to execute for a <u>first</u> community management statement *Body corporate to execute for a new community management statement

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

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 101 on SP341744	6	50
Lot 201 on SP341744	10	62
Lot 202 on SP341744	10	53
Lot 203 on SP341744	10	51
Lot 204 on SP341744	10	53
Lot 205 on SP341744	10	62
Lot 301 on SP341744	10	66
Lot 302 on SP341744	10	56
Lot 303 on SP341744	10	54
Lot 304 on SP341744	10	56
Lot 305 on SP341744	10	66
TOTALS	106	629

Deciding principle for contribution schedule lot entitlements

(a) Residential Lots

The contribution schedule lot entitlements (**CSLEs**) for the residential lots (that is all lots excluding Lot 101 on SP341744) have been decided in accordance with the equality principle.

The equality principle for deciding CSLEs for the lots included in a community titles scheme is the principle that the lot entitlements must be equal, except to the extent to which it is just and equitable in the circumstances for them not to be equal.

The CSLEs are equal.

(b) Retail Lot

The relativity principle for deciding the CSLE for the Retail Lot (being Lot 101 on SP341744) is the principle that the lot entitlement must clearly demonstrate the relationship between the lot by reference to 1 or more particular relevant factors.

The relevant factors are the following:

- (a) how the community titles scheme is structured;
- (b) the nature, features and characteristics of the lots;
- (c) the purposes for which the lots are used;
- (d) the impact the lots may have on the costs of maintaining the common property;
- (e) the market values of the lots.

Each of these factors impacts on the CSLE for a lot in the following ways:

(a) How the community titles scheme is structured

The scheme is not part of a layered scheme. Therefore the structure of the scheme does not affect the CSLE.

Title Reference Page 3 of 20

(b) Nature, features and characteristics of the lots

The nature, features and characteristics of the lots impact on the costs of maintaining the common property. This is explained in paragraph (d) below since factors (b) and (d) are related.

(c) Purposes for which the lots are used

The Retail Lot differs to all other lots in that it will not be used for residential purposes. This factor therefore affects the CSLE.

(d) Impact the lots may have on the costs of maintaining the common property

The lots in the scheme have been created under a building format plan and the body corporate is responsible for the repair and maintenance of common property e.g. recreation facilities, foyers, lifts, hallways, external walls and windows, roof, utility infrastructure.

As the Retail Lot is not used for residential purposes, it has lesser access to services such as the lift and also a lower reliance on the support and shelter elements of the building due to the nature of the lot.

(e) Market values of the lots

The market value of lot was not considered in deciding the CSLE.

Deciding principle for interest schedule lot entitlement

The interest schedule lot entitlements reflect the respective market values of the lots.

141032:16517846_1

SCHEDULE B

EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

Not applicable

Title Reference Page 5 of 20

SCHEDULE C BY-LAWS

1. Definitions

In these by-laws:

Body Corporate means the body corporate for the Scheme.

BCCMA means the Body Corporate and Community Management Act 1997 (Qld).

Building means any building on the Scheme Land.

Carpark means any part of the Scheme Land whether part of a Lot or Common Property containing bays for the parking of vehicles and includes any vehicle access way adjacent to the bays.

Common Property means the common property for the Scheme.

Driveway means any access way for vehicles on Scheme Land.

Key means a key, swipe card, remote control or other device used to unlock a door or gate.

Lot means a lot in the Scheme.

Occupier has the meaning given by the BCCMA.

Owner has the meaning given by the BCCMA.

Original Owner means each person who immediately before the establishment of the Scheme is a registered owner of a lot under the Land Title Act 1994 (Qld) that on establishment of the Scheme becomes Scheme Land.

Regulation Module means the regulation module specified in item 2 of this community management statement.

Retail Lot means Lot 101 on SP341744.

Scheme means the community titles scheme named in item 1 of this community management statement.

Scheme Land means the land described in item 4 of this community management statement.

Service Contractor means a service contractor engaged by the Body Corporate.

Utility Services means:

- (a) water supply;
- (b) electricity supply;
- (c) telecommunications services (for example, telephone and internet);
- (d) television and media services;
- (e) sewerage services;
- (f) drainage services;
- (g) air-conditioning or ventilation; and
- (h) any other reticulated supply of services.

Utility Infrastructure means any infrastructure (such as pipes, cables, meters and equipment) for the provision of Utility Services to a Lot or Common Property.

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2. Interpretation

In these by-laws:

(a) the headings are for convenience only and do not affect interpretation;

- (b) a reference to:
 - (i) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (ii) a person includes natural persons and corporations;
- (c) an obligation or discretion of the Body Corporate may be exercised by the committee for the Body Corporate if permitted by law;
- (d) the expression on a Lot includes:
 - (i) in a Lot; and
 - (ii) on the exterior of the Building that contains the Lot;
- (e) a singular word includes the plural, and vice versa;
- (f) a word which suggests one gender includes the other gender;
- (g) if a word is defined, another part of speech or grammatical form of that word has a corresponding meaning;
- (h) when an example is given of something, the example is not exhaustive and does not limit the scope of the thing.

3. Use of Lots

- 3.1 Lots may only be used for residential purposes, except for the Retail Lot.
- 3.2 However, a Lot owned by the Original Owner may be used as a display unit and sales office for Lots.
- 3.3 An Owner may use a Lot (except the Retail Lot) for a home occupation or home business only with the written consent of the Body Corporate.
- 3.4 Without limiting the circumstances in which the Body Corporate may withhold consent under by-law 3.3, the Body Corporate may withhold consent where:
 - (a) the occupation or business is likely to cause a nuisance to other Occupiers or otherwise adversely affect the use and enjoyment of Scheme Land by Occupiers; or
 - (b) the Occupier does not hold the permits or licences necessary for the occupation or business.
- 3.5 Lots may not be used for an illegal purpose.
- 3.6 The Retail Lot may be used as a shop or any other purpose permitted by the Sunshine Coast Council (subject to the prior written consent of the Body Corporate).

4. Retail Lot

- 4.1 The business operated from the Retail Lot must not operate outside the hours of:
 - (a) 7am to 10pm Monday to Thursday.
 - (b) 7am to 11pm Friday and Saturday.
 - (c) 9am to 10pm Sunday or any public holiday.

Title Reference Page 7 of 20

4.2 Service vehicle movements associated with the shop use (including loading and unloading) must not occur outside the hours of 7am to 6pm Monday to Saturday and not at all on Sundays or public holidays.

- 4.3 The owners or occupiers of the Retail Lot must maintain in good repair and condition at all times the Retail Lot. Without limiting the generality of this by-law, the owners or occupiers of the Retail Lot must clean the Retail Lot on a daily basis.
- 4.4 The owners or occupiers of the Retail Lot must maintain at all times public liability insurance in respect of the Retail Lot on a comprehensive basis with limits of not less than \$10,000,000.00 per occurrence or such higher limits as the Body Corporate reasonably requires form time to time.
- 4.5 The owners or occupiers of the Retail Lot must redecorate the Retail Lot when reasonably necessary by the treating all internal surfaces by painting, staining, polishing or otherwise to a specification approved by the Body Corporate and replacing all floor coverings which are worn or damaged and in need replacement.

Noise

- 5.1 An Occupier must not create, or permit to be created, noise likely to interfere with the peaceful enjoyment by another Occupier of a Lot or Common Property.
- 5.2 Without limiting the generality of by-law 5.1, an Occupier must ensure that:
 - (a) no musical instrument, television, radio, hi-fi system or other audio device;
 - (b) no power tool, appliance or equipment; and
 - (c) no social gathering of people,

on the Occupier's Lot creates sound or noise which is audible from another Lot or Common Property between 10.00pm and 8.00am.

- 5.3 An Occupier must not remove or interfere with any acoustic treatment on the Occupier's Lot.
- 5.4 In by-law 5.3, **acoustic treatment** means any material, structure, fixture, fitting or configuration that is designed to reduce the passage of sound, and which was installed by the Original Owner.

6. Nuisance and obstruction

- 6.1 An Occupier must not do anything that is likely to cause nuisance to a person on a Lot or Common Property.
- 6.2 An Occupier must not ride a bicycle, skateboard, scooter, segway, hoverboard or other wheeled device on Common Property. However, this does not prevent use of a wheelchair on Common Property where required for medical reasons.
- 6.3 An Occupier must not obstruct lawful use of Common Property by another person.
- 6.4 An Occupier must not obstruct any door, corridor or staircase used for emergency exit from a Building.
- 6.5 An Occupier must not obstruct a Service Contractor from lawfully conducting their duties.

7. Smoking

An Occupier must not smoke cigarettes or any other substance on Common Property.

8. Gardens

An Occupier must not:

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

Title Reference Page 8 of 20

9. Damage to Common Property

- 9.1 An Occupier must not:
 - (a) mark;
 - (b) paint;
 - (c) drive nails or screws into; or
 - (d) affix any thing to,

Common Property (including any part of a Building that is Common Property) without the prior written consent of the Body Corporate.

- 9.2 An Occupier must not damage or deface Common Property (including any part of a Building that is Common Property).
- 9.3 By-law 9.1 does not prevent an Occupier from installing an external security door on their Lot, provided it is constructed in a workmanlike manner, is maintained in good repair, and is consistent with the colour and presentation of the Building containing the Lot.

10. No dropping objects

10.1 An Occupier must not throw or drop any thing from a window, balcony or roof of a Building.

11. Structural Alterations

- 11.1 An Occupier must not:
 - (a) make any structural alterations to a Lot; or
 - (b) change any Utility Infrastructure in a Lot that also services another Lot or Common Property,

without the prior written consent of the Body Corporate.

- 11.2 An Occupier must not install air-conditioning in a Lot without the prior written consent of the Body Corporate which must not be unreasonably withheld.
- 11.3 An Occupier must not enclose any balcony, patio or roof terrace of a Lot (including with glass, louvres, awnings, blinds or shutters) without the prior written consent of the Body Corporate.
- Any work done by an Occupier of the type mentioned in by-law 11.1, 11.2 or 11.3 must be done in accordance with applicable laws.

12. Hard floors

- 12.1 An Occupier must not install hard floors, or hard floor finishes, in a Lot without the prior written consent of the Body Corporate which must not be unreasonably withheld.
- 12.2 Without limiting the circumstances in which it is reasonable for the Body Corporate to withhold consent under bylaw 12.1, it is reasonable for the Body Corporate to withhold consent where the noise or vibrations from walking on the floor are likely to cause a nuisance to other Occupiers.
- 12.3 By-law 12.1 does not apply to hard floors or hard floor finishes installed in a Lot by the Original Owner.

13. No Construction on Lot or Common Property

An Occupier must not erect or construct any fence, pergola, screen, shed, building or other structure on a Lot or Common Property without the prior written consent of the Body Corporate.

Title Reference Page 9 of 20

14. External appearance of Lots

- 14.1 An Occupier must not:
 - (a) hang any washing, bedding, clothing or other cloth article; or
 - (b) hang, affix or display any poster, banner, flag or similar item,

on a Lot in such a way as to be visible from outside the Lot without the prior written consent of the Body Corporate.

- 14.2 An Occupier must not change the external appearance of:
 - (a) a Lot; or
 - (b) the Building that contains the Lot,

including changing the colour scheme, without the prior written consent of the Body Corporate.

- 14.3 An Occupier must not allow the post box for the Occupier's Lot to overflow.
- 14.4 An Occupier of a Lot which contains a lawn or garden visible from outside the Lot must keep the lawn or garden in a tidy condition, remove weeds, and not allow the lawn or garden to become overgrown.

15. Windows

- 15.1 An Occupier must:
 - (a) keep the windows of the Occupier's Lot clean; and
 - (b) promptly replace the glass of any window in the Occupier's Lot that is broken or cracked with new glass of the same type.
- 15.2 An Occupier must not affix any screen (including a security grille), awning, shutter or other external covering to a window without the prior written consent of the Body Corporate.
- 15.3 By-law 15.2 does not prevent the Occupier from installing:
 - (a) a screen to prevent entry of animals or insects (commonly known as a fly screen); or
 - (b) a security screen made of stainless steel mesh,

provided it is constructed in a workmanlike manner, is maintained in good repair, and is consistent with the colour and presentation of the Building containing the Lot.

- 15.4 An Occupier may only hang a curtain, internal blind or other window finishing that is visible from outside a Lot:
 - (a) if it is maintained in good repair, the backing is plain and unpatterned, and the colour is consistent with the colour of the Building containing the Lot; or
 - (b) otherwise with the prior written consent of the Body Corporate.
- 15.5 In this by-law 15, window includes a glass sliding door.

16. Aerials

An Owner must not install or erect an aerial, satellite dish or similar device on a Lot or a Building without the prior written consent of the Body Corporate.

17. Vehicles and Carpark

17.1 An Occupier must not drive a vehicle on Common Property, except where the Common Property is a Carpark or Driveway.

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17.2 An Occupier must not bring a trailer, caravan or boat onto Common Property without the Body Corporate's prior written consent.

- 17.3 An Occupier must, when driving a vehicle in a Carpark or on a Driveway, do so:
 - (a) in a safe manner; and
 - (b) at a safe speed.
- 17.4 An Occupier must not park a vehicle, or allow a vehicle to stand, on Common Property, except:
 - (a) in a Carpark; or
 - (b) otherwise with the written consent of the Body Corporate.
- 17.5 An Occupier must not park an unroadworthy vehicle in a Carpark, except with the written consent of the Body Corporate.
- 17.6 A consent under by-law 17.2, 17.4(b) or 17.5:
 - (a) must state the period for which it is given; and
 - (b) may be cancelled by the Body Corporate by giving 7 days written notice to the Occupier.
- 17.7 Where an Occupier breaches by-law 17.4 or 17.5 the Body Corporate may remove the vehicle from Scheme
- 17.8 The Body Corporate may recover its reasonable costs under by-law 17.7 from the Occupier.
- 17.9 An Occupier must not:
 - (a) permit a vehicle under the control of the Occupier to leak oil or any other fluid (Motor Fluid) onto a Carpark or Driveway; or
 - (b) spill Motor Fluid onto a Carpark or Driveway.
- 17.10 Where an Occupier does not comply with by-law 17.9, the Body Corporate may clean up and remove the Motor Fluid.
- 17.11 The Body Corporate may recover its reasonable costs under by-law 17.10 from the Occupier.
- 17.12 An Occupier must not carry out major repairs on a vehicle in a Carpark.
- 17.13 An Occupier must ensure that the Occupier's invitees only park a vehicle in:
 - (a) the Carpark designated by the Body Corporate as a visitor's carpark; or
 - (b) a Carpark on the Owner's Lot or in respect of which the Occupier has exclusive use.
- 17.14 An Occupier must not park a vehicle in a Carpark designated by the Body Corporate as a visitor's carpark.
- 17.15 An Occupier may only wash the exterior of vehicles:
 - (a) on the Occupier's Lot; or
 - (b) in an area of Common Property designated by the Body Corporate for that purpose.
- 17.16 No person other than:
 - (a) an Occupier or invitee of an Occupier, or
 - (b) a Service Contractor,

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may park a vehicle in a Carpark.

18. Bicycles

An Occupier must not store or park a bicycle on Common Property, except in:

- a bicycle rack provided by the Body Corporate for that purpose; or
- (b) a storage area for the exclusive use of the Occupier.

19. Signs

- 19.1 An Occupier must not hang, affix or display any sign or advertisement:
 - (a) on a Lot in such a way as to be visible from outside the Lot; or
 - (b) on Common Property,

without the prior written consent of the Body Corporate.

- 19.2 Despite by-law 19.1, the Original Owner may hang, affix or display a sign or advertisement:
 - (a) on a Lot owned by the Original Owner; or
 - (b) on Common Property while the Original Owner owns a Lot,

for the purposes of promoting the sale of Lots.

20. Auction Sales

- 20.1 An Occupier must not hold any auction sale on their Lot or on Common Property without the prior written consent of the Body Corporate.
- 20.2 Despite by-law 20.1, the Original Owner may hold an auction sale:
 - (a) on a Lot owned by the Original Owner; or
 - (b) on Common Property while the Original Owner owns a Lot,

for the purposes of selling a Lot owned by the Original Owner.

21. Garbage

- 21.1 An Occupier must not leave garbage on Common Property, except as permitted by this by-law 21.
- 21.2 Unless the Body Corporate provides some other way of garbage disposal, an Occupier must:
 - (a) keep a receptacle for garbage in a clean and dry condition and adequately covered on the Occupier's Lot, or on a part of the Common Property designated by the Body Corporate for the purpose;
 - (b) ensure that the receptacle for garbage is emptied regularly;
 - (c) comply with all laws relating to disposal of garbage; and
 - (d) ensure that the disposal of garbage does not adversely affect the health, hygiene or comfort of other Occupiers.
- 21.3 Where the Body Corporate provides, or arranges for, a system of garbage disposal for Occupiers, an Occupier must comply with that system.

22. Vermin

An Occupier must keep their Lot:

- (a) free from; and
- (b) sufficiently clean to reduce the likelihood of,

infestation by vermin or insects.

23. Keeping of Animals

- 23.1 An Occupier must not keep an animal on a Lot without the prior written consent of the Body Corporate.
- 23.2 However, an Occupier with a disability who relies on a guide, hearing or assistance dog may keep the dog on the Occupier's Lot.
- 23.3 Where the Body Corporate gives consent to the keeping of an animal on a Lot:
 - (a) the Occupier must not permit the animal to leave the Occupier's Lot unless restrained (for example, by a leash);
 - (b) the Occupier must clean up after the animal when on Scheme Land; and
 - (c) the Occupier must ensure that the animal does not cause a nuisance to other Occupiers.
- 23.4 Where the Occupier breaches by-law 23.3 the Body Corporate may give notice to the Occupier revoking the Body Corporate's consent to keeping the animal on the Lot.

24. Flammable substances

- 24.1 An Occupier must not store a flammable or explosive substance on the Common Property.
- 24.2 An Occupier must not store a flammable or explosive substance on a Lot unless:
 - (a) the substance is used for domestic purposes; or
 - (b) otherwise, the Occupier obtains the prior written consent of the Body Corporate.
- 24.3 This by-law 24 does not apply to storage of fuel in the fuel tank of a vehicle.

25. Security Surveillance System

- 25.1 The Body Corporate may operate a security surveillance system for the Scheme (for example, cameras, alarms).
- 25.2 An Occupier must not interfere with operation of the security system.
- 25.3 The Body Corporate is not liable to Owners for:
 - (a) a failure of the security system; or
 - (b) a failure of the person operating the security system,

to detect a risk or threat.

25.4 The Body Corporate may, on giving an Occupier reasonable notice, enter a Lot for the purposes of maintaining or repairing the security system.

26. Lockable Common Areas

- 26.1 If the Body Corporate restricts the access to any part of the Common Property by means of a locked door or gate, the Body Corporate must:
 - (a) provide one Key to each Owner enabling access; and
 - (b) where access requires a code, tell each Owner the code.

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26.2 By-law 26.1 does not oblige the Body Corporate to provide a Key or code to an Owner for an area of Common Property containing Utility Infrastructure, unless that Owner owns or is responsible for maintaining the Utility Infrastructure.

- 26.3 The Body Corporate may provide additional Keys to an Owner or Occupier upon payment of a reasonable fee.
- 26.4 The Body Corporate must not provide a Key or code to any person unless the person is an Owner, Occupier or Service Contractor.
- 26.5 Any person given a Key by the Body Corporate must take reasonable care of it.
- 26.6 If a Key is lost, the person to whom the Body Corporate gave the Key must:
 - (a) notify the Body Corporate that the Key has been lost; and
 - (b) pay a reasonable fee for replacement of the Key.
- 26.7 A person given a Key or code must not:
 - (a) duplicate the Key; or
 - (b) disclose the code to any other person.
- 26.8 A person entering or leaving an area of Common Property must ensure that any door or gate to the area, if lockable, is locked after entering or leaving the area.
- 26.9 A person who ceases to be an Owner or Occupier must return all Keys to the Body Corporate.

27. Water apparatus

- 27.1 An Occupier must not put anything in a toilet or drain on a Lot or Common Property that may cause a blockage.
- 27.2 If
 - (a) an Occupier breaches by-law 27.1; and
 - (b) the Body Corporate or another Occupier incurs expense removing the blockage,

the Body Corporate or that other Occupier may recover the cost of removing the blockage from the Occupier who caused the blockage.

27.3 An Occupier using a tap on Common Property must turn the tap off when not in use.

28. Moving in or out of Scheme

A person must not use the main entry foyer of a Building to move furniture and other household items into or out of the Building, unless there is no other practicable means of doing so.

29. Utility Infrastructure

- 29.1 An Occupier must not interfere with or overload Utility Infrastructure.
- 29.2 An Occupier must only use Utility Infrastructure for the purpose for which is was designed.
- 29.3 The Body Corporate may, on giving reasonable notice to an Occupier, enter the Occupier's Lot for the purposes of inspecting, maintaining, repairing and replacing Utility Infrastructure.
- 29.4 The Body Corporate in exercising its rights under by-law 29.3 must use reasonable endeavours to minimise inconvenience to the Occupier of the Lot.

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30. Exclusive Use Areas

30.1 The Occupier of each Lot specified in Schedule E has exclusive use of the exclusive use area identified for the Lot in Schedule E.

- 30.2 Also, the Original Owner (or their agent) may allocate to Lots the exclusive use of a part of Common Property in accordance with the *BCCMA*.
- 30.3 The Original Owner's authority under by-law 30.2 ends 1 year after the first community management statement for the Scheme is recorded, or at another time specified in the *BCCMA*.
- 30.4 The Occupier of a Lot to which this exclusive use by-law attaches:
 - (a) must use the exclusive use area:
 - (i) only for the purpose specified in Schedule E;
 - (ii) only for the purpose specified in an allocation under by-law 30.2; or
 - (iii) if no purpose is specified, only for the purpose for which it is designed;
 - (b) must not make improvements to the exclusive use area without the prior written consent of the Body Corporate;
 - (c) must not enclose the exclusive use area (including by any fence, barrier, screen or wall) without the prior written consent of the Body Corporate;
 - (d) must permit access to the exclusive use area by the Body Corporate (or a person authorised by the Body Corporate) to:
 - (i) maintain, repair or replace Utility Infrastructure; or
 - (ii) ascertain if the Occupier is complying with this by-law 30.4;
 - (e) must keep the exclusive use area clean and tidy; and
 - (f) must maintain the exclusive use area in good condition.
- 30.5 By-law 30.4(f) does not oblige the Occupier to maintain:
 - (a) the roof (unless the roof in as improvement made by the Occupier);
 - (b) foundation structures; or
 - (c) supporting framework and load bearing walls,

of the exclusive use area.

31. Notice of Defects or Accidents

An Occupier must give notice to the Body Corporate of any:

- (a) defect in or damage to Common Property or Utility Infrastructure; or
- (b) accident on Common Property causing injury to any person,

of which the Occupier is aware.

32. Rules

- 32.1 The Body Corporate may make rules about the use of Common Property, for example:
 - (a) the times when recreational areas may be used;

- (b) appropriate attire;
- (c) alcohol consumption;
- (d) supervision of children;
- (e) a speed limit for Carparks;
- (f) time limit for visitor parking.
- 32.2 The rules must not be inconsistent with these by-laws.
- 32.3 The Body Corporate must give a copy of the rules to any Owner or Occupier who requests it.

33. Inspection by Body Corporate

The Body Corporate may, on giving an Occupier reasonable notice, inspect a Lot or exclusive use area to ascertain if the Occupier is complying with these by-laws.

34. Cost recovery

- 34.1 An Owner or Occupier must pay to the Body Corporate all reasonable costs to the Body Corporate of enforcing these by-laws against the Owner or Occupier.
- Where the Body Corporate rectifies a breach by an Owner or Occupier of these by-laws, the Body Corporate may recover the reasonable cost of rectifying the breach from the Owner or Occupier.

35. Consents by Body Corporate

- 35.1 Where a by-law states that an Occupier must not do a thing without the Body Corporate's consent:
 - the Body Corporate may ask the Occupier to provide information which is necessary to assess the request for consent;
 - (b) a consent, if given, may be subject to conditions;
 - (c) unless the by-law states that consent must not be unreasonably withheld, consent may be withheld for any reason.
- Where the Body Corporate gives consent subject to conditions, and the Occupier breaches those conditions, the Body Corporate may revoke the consent by notice to the Occupier.

36. Body Corporate's powers

- 36.1 Where a by-law gives the Body Corporate power or authority to do something (for example, to enter a Lot), that thing may be done by a person authorised by the Body Corporate.
- 36.2 For clarity, by-law 36.1 does not permit the Body Corporate to delegate its powers.

37. Application of by-laws to other persons

- Where a by-law places an obligation or restriction on an Occupier, the obligation or restriction also applies to a non-resident Owner.
- 37.2 An Occupier must take reasonable steps to ensure that the Occupier's invitees comply with these by-laws.

38. Further development

38.1 While the Original Owner remains the Owner of a Lot, the Original Owner (including its employees and contractors) may:

- (a) carry out the construction of improvements, or do any other thing on Scheme Land in connection with development of the Scheme Land, as envisaged in Schedule B of this community management statement;
- (b) use the Common Property or other Lots owned by the Original Owner to:
 - (i) access any part of the Scheme Land (with or without vehicles and equipment); and
 - (ii) store building materials, vehicles, equipment and fill.
- 38.2 While the Original Owner is doing any thing referred to in by-law 38.1, Occupiers must comply with the reasonable directions of the Original Owner (and persons authorised by it) relating to safety and movement on Scheme Land.

39. Severance

- 39.1 If a part of a by-law is unlawful, that part will be severed if:
 - (a) severance does not substantially alter the original effect of the by-law; and
 - (b) the by-law can operate without the severed part.

Otherwise, the whole by-law is severed.

39.2 If a by-law if unlawful it will be severed and the other by-laws remain in force.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

The lots in the Scheme are affected by the following types of statutory easements

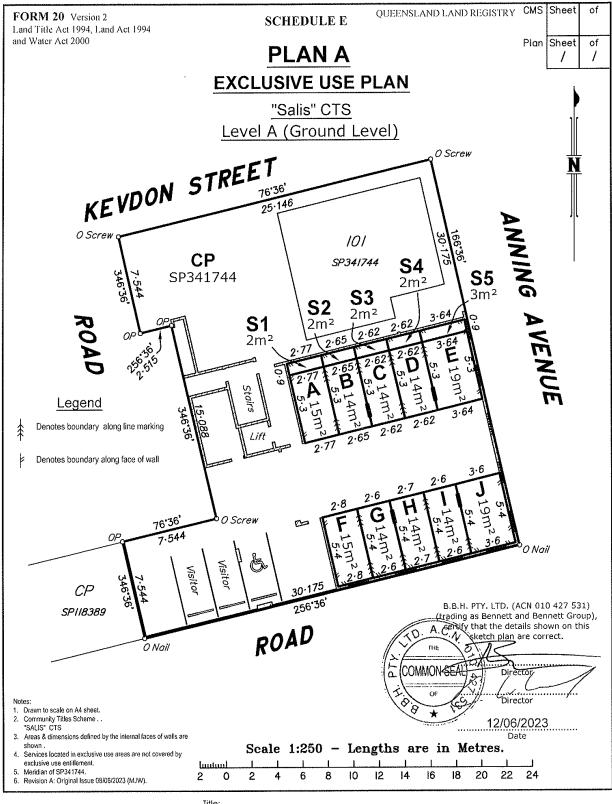
Lot on Plan or Common Property	Statutory Easement
Common Property of Salis Community Titles Scheme	Support, Utility Services and Utility Infrastructure, Shelter, Projections Maintenance of building close to boundary
LOTS 101, 201–205, 301–305 ON SP341744	Support, Utility Services and Utility Infrastructure, Shelter, Projections Maintenance of building close to boundary

Services easements as defined in the Body Corporate and Community Management Act 1997 are present on the Scheme Land. The approximate location of these services over the Common Property are as shown in the Service Location Diagram which is annexed to this Community Management Statement and marked "Annexure A".

Lot on Plan or Common Property affected	Service Easement	Service Location Diagram
Common Property of Salis Community Titles Scheme	Telecommunications, Underground Electricity, Sewer, Stormwater, Water, gas	
LOTS 101, 201–205, 301–305 ON SP341744	Telecommunications, Underground Electricity, Sewer, Stormwater, Water, gas	

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

Lot on Plan	Exclusive Use Area	Purpose
Lot 101 on SP341744	-	-
Lot 201 on SP341744	Area F on sketch marked "A"	Carpark
Lot 202 on SP341744	Area G on sketch marked "A"	Carpark
Lot 203 on SP341744	Area H on sketch marked "A"	Carpark
Lot 204 on SP341744	Area I on sketch marked "A"	Carpark
Lot 205 on SP341744	Area J on sketch marked "A"	Carpark
Lot 301 on SP341744	Area A on sketch marked "A"	Carpark
	Area S1 on sketch marked "A"	Storage
Lot 302 on SP341744	Area B on sketch marked "A"	Carpark
	Area S2 on sketch marked "A"	Storage
Lot 303 on SP341744	Area C on sketch marked "A"	Carpark
	Area S3 on sketch marked "A"	Storage
Lot 304 on SP341744	Area D on sketch marked "A"	Carpark
	Area S4 on sketch marked "A"	Storage
Lot 305 on SP341744	Area E on sketch marked "A"	Carpark
	Area S5 on sketch marked "A"	Storage



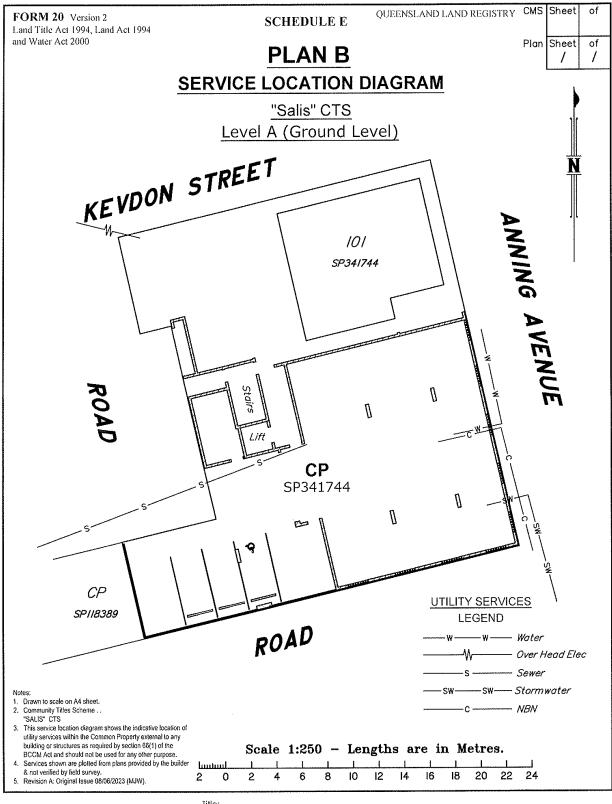
BENNETT+BENNETT

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Surveying & Spatiat Services
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Plan of Exclusive Use Areas A-J in part of the Common Property on Level A (Ground Level) on SP341744 "SALIS" CTS

Plan No:	221228 BF	P	
Comp File:	221228 Ex Use		
Date Created:	08/06/2023	Scale:	1:250
Surveyed By:	MJW	Approved:	ZMT
Local Gov:	SCRC	Prepared By:	MJW
Locality:	Golden Beach		





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Surveying & Spatial Services
GOLD COAST | BRISBANE | SUNSHINE COAST | NORTHERN RIVERS www.bennettandbennett.com.au

Service Location Diagram

in part of the Common Property on Level A (Ground Level) on SP341744 "SALIS" CTS

Surveyed By: Date Created:	08/06/2023	Approved: Scale:	1:250
Comp File:	221228 SLD	Scale.	1.230
Plan No:	221228 BFP		

PLANNING BODY COMMUNITY MANAGEMENT STATEMENT NOTATION

QUEENSLAND TITLES REGISTRY
Body Corporate and Community Management Act 1997

1. Name of community titles scheme
Salis

2. Reference to survey plan to be lodged with statement (if applicable)

SP341744

2. Approval by Planning Body

DAMIEN FREY
ACTING COORDINATOR - SPECIALIST
SERVICES UNIT
DEVELOPMENT SERVICES BRANCH

......

Planning Body Reference Number : POS23/0106

signed

Name and designation

Name of planning body

Privacy Statement

Sunshine Coast Regional Council

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