

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	Melissa Danielle Shepherd & Jason Daniel Shepherd		
Property address (referred to as the “property” in this statement)	3/136 Pulgul Street		
	Urangan	Qld	4655
Lot on plan description	Lot 3		
	Title reference 50669930		
	Plan SP194886		

Community titles scheme or BUGTA scheme:	Is the property part of a community titles scheme or a BUGTA scheme:	
	☒ Yes	☐ No
	<i>If Yes, refer to Part 6 of this statement for additional information</i>	<i>If No, please disregard Part 6 of this statement as it does not need to be completed</i>

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.
Unregistered encumbrances (excluding statutory encumbrances)	There are encumbrances not registered on the title that will continue to affect the property after settlement. ☐ Yes ☒ No 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. ☐ Yes 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: N/A
Statutory encumbrances	There are statutory encumbrances that affect the property. ☒ Yes ☐ No <i>If Yes, the details of any statutory encumbrances are as follows:</i> 1. Rights and interests reserved to the Crown by Deed of Grant No. 13275024 (ALLOT 1 SEC 4)
Residential tenancy or rooming accommodation agreement	The property has been subject to a residential tenancy agreement or a rooming accommodation agreement under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> during the last 12 months. ☒ Yes ☐ No If Yes, when was the rent for the premises or each of the residents' rooms last increased? (<i>Insert date of the most recent rent increase for the premises or rooms</i>) 05/04/2024 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 <i>(Insert zoning under the planning scheme, the Economic Development Act 2012; the Integrated Resort Development Act 1987; the Mixed Use Development Act 199; the State Development and Public Works Organisation Act 1971 or the Sanctuary Cove Resort Act 1985, as applicable)</i>: Medium Density Residential
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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 <i>If Yes, a copy of the notice, order, proposal or correspondence must be given by the seller</i>
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* *Transport infrastructure* has the meaning defined in the *Transport Infrastructure Act 1994*. A *proposal* means a resolution or adoption by some official process to establish plans or options that will physically affect the property.

Contamination and environmental protection	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 1994</i> (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 1994</i> (the property is a place or business to which a prescribed transitional environmental program applies). ☐ Yes ☒ No
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Trees	There is a tree order or application under the <i>Neighbourhood Disputes (Dividing Fences and Trees) Act 2011</i> affecting the property. ☐ Yes ☒ No <i>If Yes, a copy of the order or application must be given by the seller.</i>
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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
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Flooding	Flooding Information about whether the property is affected by flooding or another natural hazard or within a natural hazard overlay can be obtained from the relevant local government and you should make your own enquires. Flood information for the property may also be available at the FloodCheck Queensland portal or the Australian Flood Risk Information portal.
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Vegetation, habitats and protected plants	Information about vegetation clearing, koala habitats and other restrictions on development of the land that may apply can be obtained from the relevant State government agency.
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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.	☐ Yes	☐ No

Unlicensed building work under owner builder permit	Building work was carried out on the property under an owner builder permit in the last 6 years.	☐ Yes	☒ No
<i>A notice under section 47 of the Queensland Building and Construction Commission Act 1991 must be given by the seller and you may be required to sign the notice and return it to the seller prior to signing the contract.</i>			

Notices and orders		Yes	No
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.		☐	☒
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.		☐	☒
<i>If Yes, a copy of the notice or order must be given by the seller.</i>			

Building Energy Efficiency Certificate	If the property is a commercial office building of more than 1,000m2, a Building Energy Efficiency Certificate is available on the Building Energy Efficiency Register.
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Asbestos	The seller does not warrant whether asbestos is present within buildings or improvements on the property. Buildings or improvements built before 1990 may contain asbestos. Asbestos containing materials (ACM) may have been used up until the early 2000s. Asbestos or ACM may become dangerous when damaged, disturbed, or deteriorating. Information about asbestos is available at the Queensland Government Asbestos Website (asbestos.qld.gov.au) including common locations of asbestos and other practical guidance for homeowners.
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Part 5 - Rates and services

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

Rates

Whichever of the following applies—

The total amount payable* for all rates and charges (without any discount) for the property as stated in the most recent rate notice is:

Amount: \$4,149.42 Date Range: 2025/25 Financial Year

OR

The property is currently a rates exempt lot.** ☐

OR

The property is not rates exempt but no separate assessment of rates is issued by a local government for the property. ☐

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

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

Water

Whichever of the following applies—

The total amount payable as charges for water services for the property as indicated in the most recent water services notice* is:

Amount: \$165.13 Date Range: 15/11/2024 - 21/03/2025

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: 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.

Part 6 - Community titles schemes and BUGTA schemes

(If the property is part of a community titles scheme or a BUGTA scheme this Part must be completed)

WARNING TO BUYER - If the property is part of a community titles scheme or a BUGTA scheme and you purchase the property, you will become a member of the body corporate for the scheme with the right to participate in significant decisions about the scheme and you will be required to pay contributions towards the body corporate's expenses in managing the scheme. You will also be required to comply with the by-laws. By-laws will regulate your use of common property and the lot.

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

Body Corporate and Community Management Act 1997	The property is included in a community titles scheme. ☒ Yes ☐ No <i>(If Yes, complete the information below)</i>
Community Management Statement	A copy of the most recent community management statement for the scheme as recorded under the <i>Land Title Act 1994</i> or another Act is given to the buyer. ☒ Yes 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	A copy of a body corporate certificate for the lot under the <i>Body Corporate and Community Management Act 1997</i>, section 205(4) is given to the buyer. ☒ Yes ☐ No <i>If No</i>— 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 » 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 <i>Body Corporate and Community Management Act 1997</i> relating to matters such as latent or patent defects in common property or body corporate assets; any actual, expected or contingent financial liabilities that are not part of the normal operating costs; and any circumstances in relation to the affairs of the body corporate that will materially prejudice you as owner of the property. There will be further disclosure about warranties in the contract.
Building Units and Group Titles Act 1980	The property is included in a BUGTA scheme ☐ Yes ☐ No <i>(If Yes, complete the information below)</i>
Body Corporate Certificate	A copy of a body corporate certificate for the lot under the <i>Building Units and Group Titles Act 1980</i>, section 40AA(1) is given to the buyer. ☐ Yes ☐ No <i>If No</i>— 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 » the reasons under section 7 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot. 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.

Signatures - SELLER

Signed by:



B98C40A29EE148D...

Signature of seller

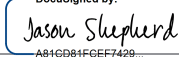
Melissa Danielle Shepherd

Name of seller

02-09-2025

Date

DocuSigned by:



A81GD81F6EF7429...

Signature of seller

Jason Daniel Shepherd

Name of seller

02-09-2025

Date

Signatures - BUYER

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

Signature of buyer

Name of buyer

Date

Signature of buyer

Name of buyer

Date



Current Title Search

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Title Reference:	50669930	Search Date:	26/08/2025 07:56
Date Title Created:	21/06/2007	Request No:	53114538
Previous Title:	50081218		

ESTATE AND LAND

Estate in Fee Simple

LOT 3 SURVEY PLAN 194886

Local Government: FRASER COAST

COMMUNITY MANAGEMENT STATEMENT 36998

REGISTERED OWNER

Dealing No: 722705355 25/08/2023

MELISSA DANIELLE SHEPHERD

JASON DANIEL SHEPHERD

JOINT TENANTS

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 13275024 (ALLOT 1 SEC 4)

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

** End of Current Title Search **

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

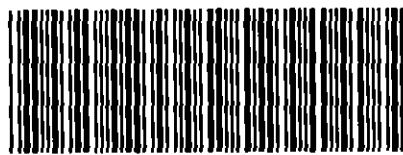
Section 8(1).
Sheet No. 1 of 7 Sheets

NAME OF BUILDING: Tranquility Gardens

BUILDING UNITS PLAN NO. 104865

SIGNATURE OF REGISTERED OWNER:

Helen Smith
L. Smith
L. Neels



BUP104865

CMS15709

NAME OF REGISTERED OWNER: Colin Lindsay Neels, Lynette Blanche Neels,
Larry James Smith & Helen Fay Smith

ADDRESS: C\ - PO Box 44, URANGAN Q 4655

REFERENCE TO TITLE: 16844096

DESCRIPTION OF PARCEL: Lot 1 on RP207485

COUNTY: March

PARISH: URANGAN

CITY: Hervey Bay

NAME OF BODY CORPORATE: The Proprietors - Tranquility Gardens
Building Units Plan No. 104865

ADDRESS at which documents
may be served: C\ - PO Box 44, URANGAN Q 4655

BUILDING UNITS PLAN No.: 104865

REGISTERED:



REGISTRAR OF TITLES

[Signature]
Chief Executive Officer
Director - Development Services
Hervey Bay City Council

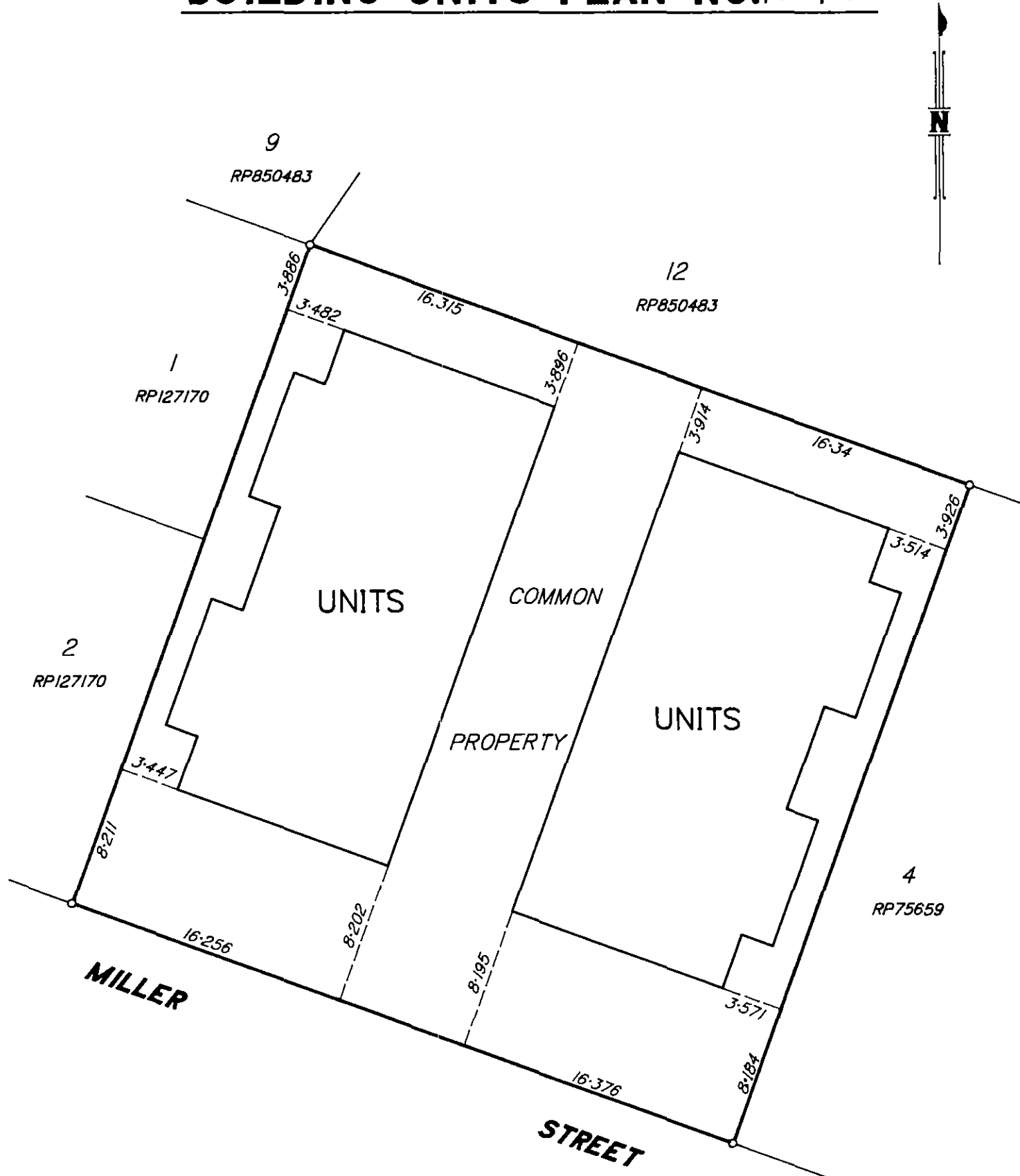
Surveyor's Reference: 950507
Local Authority Reference:

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

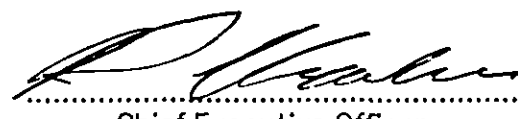
Name of Building: Tranquility Gardens

Section 8(1).
Sheet No. 2 of 7 Sheets

BUILDING UNITS PLAN NO. 104865



SCALE: 1:300


Chief Executive Officer
Director - Development Services
Hervey Bay City Council

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

NAME OF BUILDING: Tranquility Gardens

Section 8(1).
Sheet No. 3 of 7 Sheets

BUILDING UNITS PLAN NO. 104865

I, CULLEN & COUPER PTY LTD, of Hervey Bay

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

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

DATED this

7th

day of

August

19 96.



[Signature]
LICENSED SURVEYOR/DIRECTOR

DIRECTOR

7-8-96
DATE

[Signature]
~~Chief Executive Officer~~
Director - Development Services
Hervey Bay City Council

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

NAME OF BUILDING: Tranquility Gardens

Section 8(1).
Sheet No. 4 of 7 Sheets

BUILDING UNITS PLAN NO. 104865

CERTIFICATE OF LOCAL AUTHORITY

Council of the City of Hervey Bay 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 Hervey Bay* and that all the requirements of The Local Government (Planning and Environment) Act 1990, as modified by the Building Units and Group Titles Act 1980 have been complied with in regard to the subdivision.

DATED this 27th day of August, 1996



Director Development Services

Hervey Bay City Council

Robert Allen Chambers
being the Officer duly delegated
to affix the Seal of the Council
of the City of Hervey Bay.

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

NAME OF BUILDING: Tranquility Gardens

Section 8(1).
Sheet No. 5 of 7 Sheets

BUILDING UNITS PLAN NO. 104865

I, STEPHEN L WALLACE, of HERVEY BAY

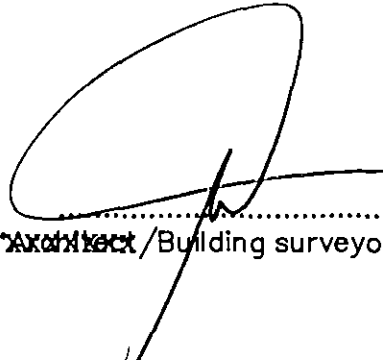
~~*an architect within the meaning of the Architects Act 1985*~~

*a building surveyor appointed by the Council+ OF THE CITY OF HERVEY BAY

~~*a building inspector appointed by the Council*~~ Hervey Bay City Council

hereby certify that the building shown on the building units plan to which this certificate is annexed has been substantially completed in accordance with plans and specifications approved by *the Council + OF THE CITY OF Hervey Bay City Council /~~a designated officer of the Council~~

DATED this TWENTY SEVENTH day of AUGUST, 1996


.....
~~Architect~~ / Building surveyor / ~~Building inspector~~

- * Delete whichever is inapplicable
- + Insert name of local authority


.....
Chief Executive Officer
Director - Development Services
Hervey Bay City Council

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

Name of Building: Tranquility Gardens

Section 8(1).
Sheet No. 6 of 7 Sheets

BUILDING UNITS PLAN NO. 104865

SCHEDULE OF LOT ENTITLEMENTS AND REFERENCE TO TITLES

Lot No.	Level	Entitlement	Title Reference	Lot No.	Level	Entitlement	Title Reference
1	A	1					
2	A	1					
3	A	1					
4	A	1					
5	A	1					
6	A	1					
7	A	1					
8	A	1					
AGGREGATE		8		AGGREGATE			

SIGNATURE OF REGISTERED OWNER:

Helen Smith
L. Smith
C. Reels
S. Neils.

[Signature]
.....
Chief Executive Officer
Director - Development Services
Hervey Bay City Council

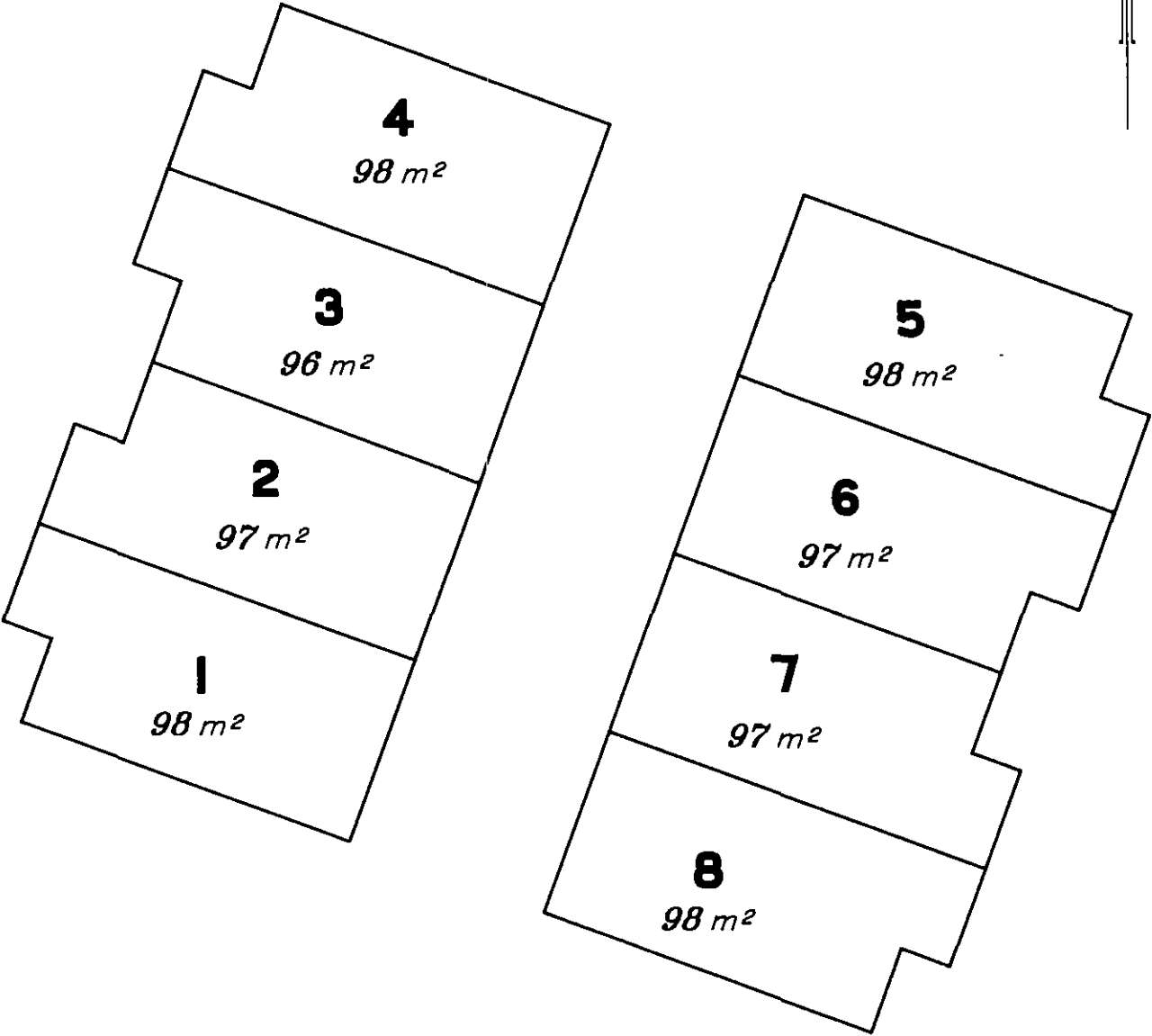
Building Units and Group Titles Act 1980
BUILDING UNITS AND GROUP TITLES REGULATION 1980
(Form 9)

Name of Building: Tranquility Gardens

Section 8(1).
Sheet No. 7 of 7 Sheets

BUILDING UNITS PLAN NO. 104865

LEVEL **A**



SCALE: 1:250

Floor areas are approximate only.

SIGNATURE OF REGISTERED OWNER:

Helen Smith
L. Smith
D. Smith
L. Smith


.....
~~Chief Executive Officer~~
Director - Development Services
Hervey Bay City Council

1.	Description of Lot	County	Parish	Title Reference
	LOT 1 ON RP 207485	MARCH	URANGAN	16844096

2. Instrument being consented to

Instrument type BUILDING UNITS PLAN *BUP 104 B65*
Dated
Names of parties COLIN LINDSAY NEELS, LYNETTE BLANCHE NEELS, LARRY JAMES SMITH
AND HELEN FAY SMITH

3. Instrument under which consent required

Dealing Type MORTGAGE
Dealing No. 701150657
Name of consenting party NATIONAL AUSTRALIA BANK LIMITED

4. Execution by consenting party

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

*NATIONAL AUSTRALIA BANK LTD.
UNDER POWER OF ATTORNEY
NUMBER K616743M*

Witnessing Officer

Execution Date

Consenting Party's Signature

[Signature] signature
Bradley James Murphy full name

16/9/96

[Signature]

C. Dec 5568 qualification

as per Schedule 1 of Land Title Act 1994 (eg Legal Practitioner, JP, C.Dec)

IAN PARSONS
BUSINESS BANKING
MANAGER

C/- SSKB
P O Box 8319, GCMC QLD 9726 Australia
Client Solutions Ph: (07) 5504 2000 Fax : (07) 5504 2001

02 September 2025

QUARTERDECK HERVEY BAY CTS 36998
Registered for GST

ABN: 43 263 090 961

Tax Invoice

Shane Bradbury
shane@activeagents.com.au

Ref	form 33	
Re	Lot 3	QUARTERDECK HERVEY BAY CTS 36998
Fee	114.10	Paid

Above Fee includes GST

Please find enclosed Form 33 - Body Corporate Certificate as requested pursuant to Section 205 of the Body Corporate and Community Management Act 1997.

This Certificate does not include the 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.

Could the parties attending to settlement ensure that all outstanding levies are adjusted at settlement and forwarded to SSKB urgently together with the prescribed Form advising of the transfer details to ensure the owner's information is recorded in the body corporate records and they are not disadvantaged by loss of discount and/or interest charges.

Please ensure settlement payments are done via the following:

Biller Code: 74625
Account Number: 152191208

A search of the Body Corporate records should also be carried out to determine if a general meeting has been held or is due to be held which may affect the information provided.

Yours faithfully,
SSKB

BCCM

Form 33

Department of Justice

Body corporate certificate

Body Corporate and Community Management Act 1997, section 205(4)

This form is effective from 1 August 2025

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

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

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

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

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

This certificate does not include information about:

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

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

The community management statement

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

The Office of the Commissioner for Body Corporate and Community Management

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

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

The information in this certificate is issued on 02/09/2025

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

QUARTERDECK HERVEY BAY

CTS No. **36998**

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: **Charlotte Melief**

Phone: **07 5453 9550**

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

Email: **sskb@sskb.com.au**

Accessing records

Who is currently responsible for keeping the body corporate's records?

The body corporate manager named above.

Property and community titles scheme details

Lot and plan details

Lot number: **3**

Plan type and number: **194886**

Plan of subdivision: **BUILDING FORMAT PLAN**

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

Regulation module

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

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

The regulation module that applies to this scheme is the:

Accommodation

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

Layered arrangements of community titles schemes

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

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

No

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

Building management statement

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

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

No

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

By-laws and exclusive use areas

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

What by-laws apply?

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

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

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

General by-laws

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

Exclusive use areas

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

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

Yes

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

given with this certificate and listed below

Date of Resolution	Lot	Description	Conditions
21/06/07		REFER CMS	REFER CMS

Lot entitlements and financial information

Lot entitlements

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

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

Contribution schedule

Contribution schedule lot entitlement for the lot: **83.00**

Total contribution schedule lot entitlements for all lots: **4,991.00**

Interest schedule

Interest schedule lot entitlement for the lot: **53.00**

Total interest schedule lot entitlements for all lots: **3,020.00**

Statement of accounts

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

Owner contributions (levies)

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

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

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

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

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

Body corporate debts

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

Owner contributions and amounts owing

Administrative fund contributions

Total amount of contributions (before any discount) for lot **3** for the current financial year: \$ **\$4,390.70**

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

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

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

Due date	Amount due	Amount due if discount applied	Paid
01/06/24	1,499.81	1,199.85	01/05/24
08/10/24	1,445.86	1,156.69	08/10/24
01/02/25	1,445.03	1,156.02	03/02/25
01/06/25	1,464.12	1,171.30	16/05/25
Amount overdue			Nil
Amount Unpaid including amounts billed not yet due			\$0.00

Sinking fund contributions

Total amount of contributions (before any discount) for lot **3** for the current financial year: \$ **\$2,104.05**

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

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

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

Due date	Amount due	Amount due if discount applied	Paid
01/06/24	579.34	463.47	01/05/24
08/10/24	762.77	610.22	08/10/24
01/02/25	761.94	609.55	03/02/25
01/06/25	701.35	561.08	16/05/25
Amount overdue			\$0.00
Amount Unpaid including amounts billed not yet due			\$0.00

Special contributions - Administrative Fund (IF ANY)

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

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

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

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

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

Due date	Amount due	Amount due if discount applied	Paid
Amount overdue			Nil
Amount Unpaid including amounts billed not yet due			\$0.00

Special contributions - Sinking Fund (IF ANY)

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

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

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

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

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

Due date	Amount due	Amount due if discount applied	Paid
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Amount overdue **Nil**

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

Other contributions

	Due date	Amount due	Amount due if discount applied	Paid
Insurance Levy	01/06/24	581.94	581.94	01/05/24
Insurance Levy	08/10/24	159.53	159.53	08/10/24
Insurance Levy	01/02/25	159.00	159.00	03/02/25
Insurance Levy	01/06/25	300.51	300.51	16/05/25

Other amounts payable by the lot owner

Purpose	Fund	Amount	Due date	Amount
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Summary of amounts due but not paid by the current owner

At the date of this certificate

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

(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: 14/04/23

Current sinking fund balance (as at date of certificate): \$ 164,775.21

Improvements to common property the lot owner is responsible for

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

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

Date	Description	Conditions
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Body corporate assets

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

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

Description	Type	Acquisition	Supplier	Original Cost	Cost To Date	Market Value
6 x Fiji Chocolate Sunlounges	Furniture & Fittings		DAYDREAM LEISURE	5,685.00	0.00	5,685.00
3 x Tequila side Coffee tables			FURNITURE			
18 x Jamaica Choc Barstools			Cnr Main Drive & Nicklin Way WARANA QLD 4575			
ASecurityCameras30/5	Furniture & Fittings	03/06/09	BYTE-BACK I.T P.O.Box 3029 Pallas Street	2,180.00	0.00	2,180.00

Body corporate assets

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

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

Description	Type	Acquisition	Supplier	Original Cost	Cost To Date	Market Value
MARYBOROUGH QLD 4650						
Pool Chlorinator	Plant and Machinery	26/08/11	Poolside	0.00	0.00	1,515.00
Sauna and Heater including electrical work	Furniture & Fittings	07/07/12	Aussie Sauna and Steam	0.00	0.00	16,420.00
Supply Heat Pump13/3	Plant and Machinery	25/03/14	HERVEY BAY POOL WORLD Unit3 / 108 Boat Harbour Dr PIALBA QLD 4655	4,950.00	0.00	4,950.00
Sauna Heater 18/1	Plant and Machinery	27/01/16	LINDKVIST ULF PO Box 569 NOOSA HEADS QLD 4567	1,567.50	0.00	1,567.50
4 Burner BBQ	Plant and Machinery	08/09/16	The Gas Cylinder 80 Torquay Rd Pialba QLD 4655	1,970.00	0.00	1,970.00
Sply Umbrella 19/11	Furniture & Fittings	19/11/19	RUM - HALLMARK HOLIDAYS PCASH PO Box 5580 TORQUAY QLD 4655	1,050.00	0.00	1,050.00
High Pressure Cleanr	Plant and Machinery	25/02/21	BEARING SERVICE CENTRE PO Box 1465 Hervey Bay Qld 4655	2,185.00	0.00	2,185.00
Pool Cleaner	Plant and Machinery	25/10/24	NUTTER, JEFFREY 43/80 Moolyyir Urangan QLS 4655	1,549.00	0.00	1,549.00

Insurance

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

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

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

Body corporate insurance policies

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

TYPE/COMPANY	POLICY NO.	SUM INSURED	PREMIUM	DUE DATE	EXCESS
BUILDING Chu Underwriting Agencies	HU0041418	32,569,630.00	51,991.39	31/05/26	2000 All Claims + As Per Policy Wording claims@collectiveib.com.au
PUBLIC LIABILITY Chu Underwriting Agencies	HU0041418	30,000,000.00	Included	31/05/26	2000 All Claims + As Per Policy Wording claims@collectiveib.com.au
OFFICE BEARERS Chu Underwriting Agencies	HU0041418	5,000,000.00	Included	31/05/26	2000 All Claims + As Per Policy Wording claims@collectiveib.com.au
COMMON CONTENTS Chu Underwriting Agencies	HU0041418	325,696.00	Included	31/05/26	2000 All Claims + As Per Policy Wording claims@collectiveib.com.au

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
VOLUNTARY WORKERS Chu Underwriting Agencies	HU0041418	2,000/200,000	Included	31/05/26	2000 All Claims + As Per Policy Wording claims@collectiveib.com.au
LOSS OF RENT Chu Underwriting Agencies	HU0041418	4,885,444.00	Included	31/05/26	2000 All Claims + As Per Policy Wording claims@collectiveib.com.au
FIDELITY GUARANTEE Chu Underwriting Agencies	HU0041418	250,000.00	Included	31/05/26	2000 All Claims + As Per Policy Wording claims@collectiveib.com.au
BUILDING CATASTROPHE Chu Underwriting Agencies	HU0041418	9,770,889.00	Included	31/05/26	2000 All Claims + As Per Policy Wording claims@collectiveib.com.au
FLOOD Chu Underwriting Agencies	HU0041418	Included	Included	31/05/26	2000 All Claims + As Per Policy Wording claims@collectiveib.com.au
STORAGE/EVACUATION Chu Underwriting Agencies	HU0041418	488,544.00	Included	31/05/26	2000 All Claims + As Per Policy Wording claims@collectiveib.com.au
EXT COVER RENT/ACCOM Chu Underwriting Agencies	HU0041418	1,465,633.00	Included	31/05/26	2000 All Claims + As Per Policy Wording claims@collectiveib.com.au
COST OF TEMP ACCOMM Chu Underwriting Agencies	HU0041418	488,544.00	Included	31/05/26	2000 All Claims + As Per Policy Wording claims@collectiveib.com.au
STAMP DUTY/GST/OTHER Chu Underwriting Agencies	HU0041418	0.00	10,896.31	31/05/26	2000 All Claims + As Per Policy Wording claims@collectiveib.com.au

Alternative insurance

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

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

No

Lot owner and occupier insurance

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

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

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

Contracts and authorisations

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

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

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

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

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

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

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

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

Yes - Name of caretaking service contractor engaged: Hallmark Holidays Pty td

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

Yes - Name of authorised letting agent: Hallmark Holidays Pty Ltd

Embedded network electricity supply

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

Yes

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

Body corporate authority

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

Name/s SSKB (Sunshine Coast) Pty Ltd

Positions/s held Body Corporate Manager

Date 02/09/2025

Signature/s _____



Copies of documents given with this certificate:

- by-laws for the scheme in consolidated form (if applicable)
- details of exclusive use by-laws or other allocations of common property (if applicable)
- the most recent statement of accounts
- details of amounts payable to the body corporate for another reason (if applicable)
- details of improvements the owner is responsible for (if applicable)
- the register of assets (if applicable)
- insurance policy details

CONTRACTS REGISTER

QUARTERDECK HERVEY BAY CTS 36998

Administration							
Contractor Name and Address SSKB (Sunshine Coast) Pty Ltd 1/66 Duporth Ave MAROOCHYDORE QLD 4558		Details of Duties Strata Management		Delegated Powers		Basis of Remuneration \$180 Sec Fee per lot per annum plus Disbursements \$72 per lot per annum plus GST payable quarterly in advance	
Commencement Date	20/08/25	Expiry Date	19/08/28	Copy of Agreement on File	Y	Termination Date	
Term of Contract	3 Years			Options			
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Caretaker							
Contractor Name and Address Hallmark Holidays Pty td 19/80 Moolyir st Hervey Bay QLD 4655		Details of Duties As per the Agreement		Delegated Powers		Basis of Remuneration In Arrears - As per the Agreement	
Commencement Date	06/08/07	Expiry Date	05/08/32	Copy of Agreement on File	Y	Termination Date	
Term of Contract	15 years			Options	One X 10 Years & Two X 5 Years		
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Letting							
Contractor Name and Address Hallmark Holidays Pty Ltd 80 Moolyir st Urangan QLD		Details of Duties Letting		Delegated Powers Letting		Basis of Remuneration Nil	
Commencement Date	21/06/07	Expiry Date	26/07/32	Copy of Agreement on File	Y	Termination Date	
Term of Contract	15 years			Options	One X 10 Years & Two X 5 Years		
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Embedded Network							
Contractor Name and Address SILVER ASSET SERVICES PO Box 1886 SUNNYBANK HILLS QLD 4109		Details of Duties Utility Billing & Embedded Network Manager		Delegated Powers		Basis of Remuneration \$150 Per Lot Per Annum	
Commencement Date	01/10/23	Expiry Date	28/09/24	Copy of Agreement on File	Y	Termination Date	
Term of Contract	364 Days			Options			
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Bulk Electricity							
Contractor Name and Address AGL Sales Pty Ltd Locked bag 14120 MCMC Melbourne VIC 8001		Details of Duties Electricity Supply		Delegated Powers		Basis of Remuneration Refer Agreement	
Commencement Date	01/12/22	Expiry Date	30/11/25	Copy of Agreement on File	Y	Termination Date	
Term of Contract	3 Years			Options			
Estimated Cost of Contract				Name of Financier			
Est Renumeration of Contract				Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

CONTRACTS REGISTER

QUARTERDECK HERVEY BAY CTS 36998

Utility							
Contractor Name and Address Silver Asset Services 80 Moolyir Street, Urangan QLD 4655		Details of Duties Utility Billing		Delegated Powers		Basis of Remuneration Refer Agreement	
Commencement Date	29/09/24	Expiry Date	28/09/27	Copy of Agreement on File	Y	Termination Date	
Term of Contract	3 Years			Options			
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Work Cover							
Contractor Name and Address Workcover QLD GPO BOX 2772 BRISBANE QLD 4001		Details of Duties		Delegated Powers		Basis of Remuneration .	
Commencement Date	01/07/25	Expiry Date	30/06/26	Copy of Agreement on File		Termination Date	
Term of Contract	Policy: WSM250760914			Options			
Estimated Cost of Contract	0.00			Name of Financier			
Est Renumeration of Contract	0.00			Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Contractor Name and Address		Details of Duties		Delegated Powers		Basis of Remuneration	
Commencement Date		Expiry Date		Copy of Agreement on File		Termination Date	
Term of Contract				Options			
Estimated Cost of Contract				Name of Financier			
Est Renumeration of Contract				Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Contractor Name and Address		Details of Duties		Delegated Powers		Basis of Remuneration	
Commencement Date		Expiry Date		Copy of Agreement on File		Termination Date	
Term of Contract				Options			
Estimated Cost of Contract				Name of Financier			
Est Renumeration of Contract				Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Contractor Name and Address		Details of Duties		Delegated Powers		Basis of Remuneration	
Commencement Date		Expiry Date		Copy of Agreement on File		Termination Date	
Term of Contract				Options			
Estimated Cost of Contract				Name of Financier			
Est Renumeration of Contract				Date of Advice from Financier			
Workers Comp No				Date of Withdrawal of Financier			

Title Reference ~~50084248~~ 50669927

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4. Common area facilities storage
3. The Purpose for which the Lots are Use

The scheme is a residential scheme so this factor does not apply.

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

Sections 66(1)(f) and (g) of the *Body Corporate and Community Management Act 1997* are not applicable.

SCHEDULE C BY-LAWS

PART A – PRELIMINARY

1 Structure

1.1 These by-laws are set out in the following structure:

- (a) Part A – Preliminary
- (b) Part B – Interferences
- (c) Part C – Works
- (d) Part D – Regulation of use
- (e) Part E – Exclusive use

2 Definitions and interpretation

2.1 The terms set out in these by-laws mean:

- (a) **'Act'** means the *Body Corporate Community Management Act 1997* (Qld).
- (b) **'Body Corporate'** means the Body Corporate established upon the registration of the Scheme.
- (c) **'Caretaking Service Contractor'** means a service contractor for the Scheme who is also a letting agent for the Scheme.
- (d) **'Common Property'** means Scheme Land that is not included in a Lot.
- (e) **'Improvement'** means the erection of a building, a structural change or a non-structural change of any kind or the carrying out of any works.
- (f) **'Lot'** means a lot in the Scheme.
- (g) **'Occupier'** means any person that occupies a Lot.
- (h) **'Owner'** means an owner of a Lot.
- (i) **'Regulation Module'** means the regulation module of the Act that applies to the Scheme as identified in Item 2 of this community management statement.
- (j) **'Scheme'** means Quarterdeck Hervey Bay CTS 36998.

- (k) **'Scheme Land'** means any land within the Scheme, including any Lot and the Common Property.
- (l) **'Security Access Device'** means a key, fob, swipe or other device used to gain access to something that is otherwise inaccessible.
- (m) **'Social Function'** means a gathering of a number of people that causes other Owners or Occupiers to be excluded from the use and enjoyment of part or all of the Common Property.
- (n) **'Smoke'** means –
 - (i) for a smoking product other than a personal vaporiser or a hookah—smoke, hold or otherwise have control over an ignited smoking product; or
 - (ii) for a personal vaporiser—inhale through the vaporiser; or
 - (iii) for a hookah—inhale through the hookah.
- (o) **'Vehicle'** includes but is not limited to all types of automobiles, motorcycles, scooters, trucks, bicycles, boats, trailers, caravans, camper vans, mobile homes, golf buggies, segways, skateboards, rollerblades or any other equivalent means of transportation.
- (p) **'Visitor'** means a person who is invited in any capacity onto Scheme Land by an Owner, Occupier or a Visitor.

2.2 In the interpretation of these by-laws, terms used in these by-laws may be interpreted by reference to how those terms are defined in the Act and Regulation Module.

2.3 If there is an inconsistency between a by-law and the Act or Regulation Module, the Act or Regulation Module prevails to the extent of the inconsistency.

2.4 The singular includes the plural and vice versa.

2.5 Words importing a gender include other genders.

3 Applicability of these by-laws

3.1 An Owner whose Lot is subject to a lease, licence or tenancy agreement must take reasonable steps to ensure that any lessee, licensee, tenant or other Occupier and their Visitors comply with and observe these by-laws.

3.2 Occupiers must:

- (a) comply with these by-laws to the extent they apply to an Occupier; and
- (b) ensure that the by-laws are complied with by their Visitors to the extent they apply to an Occupier.

4 Tenancies

4.1 If an Owner lets their Lot for a term of six months or more, the Owner must, as soon as practicable, give the Body Corporate notice of:

- (a) the name of the tenant and all Occupiers;
- (b) the service address of the tenant;
- (c) the term of the tenancy;
- (d) the name and service address of any Owner's letting agent for the tenancy; and
- (e) any other information the Body Corporate may reasonably require.

5 Application and approval process

- 5.1 This by-law applies where an Owner or Occupier makes an application to the Body Corporate or otherwise seeks to obtain the Body Corporate's consent.
- 5.2 When deciding whether to approve any application made by an Owner or Occupier (the Applicant) under these by-laws, the Body Corporate may:
- (a) take into account previous approvals under these by-laws provided to the Applicant and the Applicant's compliance with any conditions of previous approvals;
 - (b) request the Applicant to provide all information reasonably required to make a decision, where the Body Corporate may make as many requests as reasonably necessary; and
 - (c) grant its approval on reasonable and relevant conditions; or
 - (d) refuse any application if it is reasonable to do so.
- 5.3 An Owner or Occupier of a Lot granted approval under these by-laws must comply with any conditions of that approval, failing which, the Body Corporate may withdraw that approval after the Applicant has been provided with a reasonable opportunity to remedy any non-compliance.
- 5.4 If any approval under these by-laws by the Body Corporate is invalid, it is read down or severed to the extent required to be valid.

6 Development Approvals

- 6.1 All Development Approvals for the Scheme must be complied with. Any breach of the Development Approvals will constitute a breach of this by-law which will be enforced in accordance with the Act and Regulation Module.

PART B - INTERFERENCES**7 Noise and nuisances**

- 7.1 An Owner or Occupier must not use, or permit the use of, a Lot or the Common Property in a way that:
- (a) causes a nuisance or hazard;
 - (b) interferes unreasonably with the use or enjoyment of another Lot; or
 - (c) interferes unreasonably with the use or enjoyment of the Common Property by a person who is lawfully on the Common Property.

8 Obstruction

- 8.1 An Owner or Occupier must not, without the written approval of the Body Corporate:
- (a) obstruct, or permit the obstruction of, the lawful use of the Common Property or another Lot by someone else; or
 - (b) use as storage, or place items on, the Common Property (unless otherwise permitted under these by-laws).

9 Smoking

- 9.1 An Owner or Occupier must not Smoke, or permit any Visitors to Smoke:
- (a) in a completely or substantially enclosed area on the Common Property;

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- (b) on the Common Property such that it causes a nuisance or hazard or interferes unreasonably with the use or enjoyment of another Lot or the Common Property; or
- (c) in their Lot such that it causes a nuisance or hazard or interferes unreasonably with the use or enjoyment of another Lot or the Common Property.

10 Auctions

- 10.1 An Owner must not permit any auction to take place on their Lot or the Common Property without the written approval of the Body Corporate.

11 Garage sales

- 11.1 An Owner must not permit any garage sale to take place on their Lot or the Common Property without the written approval of the Body Corporate.

12 Parking

- 12.1 An Owner or Occupier must not, without the written approval of the Body Corporate:
- (a) park a Vehicle or allow a Vehicle to stand, on any part of the Common Property (other than in an exclusive use area); or
 - (b) permit a Visitor to park a Vehicle or allow a Vehicle to stand, on the Common Property (other than in a designated visitor car parking bay or exclusive use area).

13 Vehicles

- 13.1 Vehicles must be operated in accordance with all public road rules and must not be operated in a manner that creates a nuisance or hazard or interferes unreasonably with the use or enjoyment of another Lot or the Common Property.

14 Electric vehicle charging

- 14.1 An Owner or Occupier must not make any Improvement to the Common Property or their Lot in respect of electric Vehicle charging, including the installation of electric Vehicle charging infrastructure, which includes an electric Vehicle charger and specialised cable, without the prior written approval of the Body Corporate.
- 14.2 An Owner or Occupier must not (and must not allow a Visitor to) use an existing power point to the Common Property or their Lot in respect of electric Vehicle charging, without the prior written approval of the Body Corporate.

15 Communications

- 15.1 Owners and Occupiers must only communicate and interact 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:
- (a) an annoyance;
 - (b) a nuisance;
 - (c) a hazard;
 - (d) an unreasonable interference;
 - (e) threatening or intimidating;
 - (f) defamatory; or

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(g) anti-social.

PART C - WORKS

16 Damage

- 16.1 An Owner or Occupier must not damage, deface or alter any part of the Common Property without the written approval of the Body Corporate.

17 Common Property Improvements

- 17.1 An Owner or Occupier must not make any Improvement to the Common Property without the written approval of the Body Corporate.
- 17.2 A Caretaking Service Contractor may without the consent of the Body Corporate display signs or notices for the purposes of letting any Lot for lease in the Scheme in or about the Common Property provided they are in keeping with the amenity of the Scheme.

18 Improvements to Body Corporate Items

- 18.1 An Owner or Occupier must not, without the written approval of the Body Corporate, make any Improvements to:
- (a) railings, parapets and balustrades on (whether precisely, or for all practical purposes) the boundary of a Lot and common property or the boundary of a Lot and another Lot;
 - (b) doors, fences, windows and associated fittings situated in a boundary wall separating a Lot from common property or the boundary of a Lot and another Lot;
 - (c) roofing membranes that are not common property but that provide protection for lots or common property;
 - (d) foundation structures;
 - (e) roofing structures providing protection; and
 - (f) essential supporting framework, including but not limited to load-bearing walls.

19 Lot Improvements

- 19.1 An Owner or Occupier must not make any Improvement (other than minor cosmetic work that does not in any way affect, alter or otherwise impact the Common Property or another Lot) to their Lot without the written approval of the Body Corporate.

20 External appearance of a lot

- 20.1 The Owner or Occupier of a Lot must not make a change to the external appearance of the Lot (unless the change is minor and does not detract from the amenity of the Lot and its surrounds) if it will result in a change of the appearance of the Lot being visible from another Lot or the Common Property, or from outside the Scheme Land, without the Body Corporate's written approval.

21 Floor coverings

- 21.1 An Owner or Occupier must ensure that all flooring areas within the Lot are covered, treated or otherwise used to the extent sufficient to prevent the transmission of noise to another Lot or the Common Property that causes a nuisance or hazard or interferes unreasonably with the use or enjoyment of another Lot or the Common Property.

PART D – REGULATION OF USE

22 Animals

- 22.1 Subject to section 181 of the Act, an Owner or Occupier must not, without the Body Corporate's written approval:
- (a) bring or keep an animal on the Lot or the Common Property; or
 - (b) permit a Visitor to bring or keep an animal on the Lot or Common Property.
- 22.2 When keeping an animal in the Scheme, in addition to any other requirements under these by-laws, an approval by the Committee, the Act or the Regulation Module the Owner or Occupier must:
- (a) ensure that when passing through common property the animal will be suitably restrained or carried;
 - (b) register the animal with the local council;
 - (c) ensure that the animal is kept within the Lot and not allowed to roam, dig, soil or otherwise damage Common Property or another Lot;
 - (d) dispose of any animal waste left on the Common Property immediately in a suitable garbage receptacle; and
 - (e) ensure the animal carries a name tag identifying the animal and its owner.

23 Alienation

- 23.1 An Owner or Occupier must not, without the written approval of the Body Corporate:
- (a) use, take, or in any other way appropriate any part of the Common Property for their sole or exclusive use unless authorised by another by-law;
 - (b) alienate in any way any part of the Common Property unless authorised by another by-law; or
 - (c) interfere with the lawful use and enjoyment of Common Property by other Owners or Occupiers.

24 Lot Owner Garbage

- 24.1 An Owner or Occupier must not leave garbage or other materials on the Common Property except in a designated garbage receptacle.
- 24.2 An Owner or Occupier must:
- (a) keep its own garbage receptacle;
 - (b) keep such garbage receptacle in a clean and dry condition and adequately covered on:
 - (i) its Lot; or
 - (ii) a part of the Common Property designated by the Body Corporate for such purpose; and
 - (c) not deposit any garbage or other materials in a garbage receptacle designated for another Lot.
 - (d) comply with any local authority by-laws or local laws about the disposal of garbage that apply to the Scheme;
 - (e) place all recyclable rubbish in the recycling receptacles;
 - (f) keep their Lot free of pests and vermin;
 - (g) not, in disposing of garbage, adversely affect the health, hygiene or comfort of other Owners or Occupiers;
 - (h) not leave bulky items or furniture (including white goods) in the designated garbage receptacles, but must dispose of these items in a suitable place outside the Scheme land;

- (i) not cause damage to the garbage receptacles;
- (j) not overfill the garbage receptacles; and
- (k) not allow rubbish to become stuck to the garbage receptacles or liquids to run in the garbage receptacles.

25 Dangerous substances

25.1 An Owner or Occupier must not, without the Body Corporate's written approval, store a flammable or dangerous item or substance on a Lot unless the item or substance is:

- (a) used or intended to be used for domestic purposes; or
- (b) fuel stored within a fuel tank of a vehicle, boat, or internal combustion engine in which the fuel is stored under the requirements of any law regulating the storage of flammable materials.

26 Removals

26.1 An Owner or Occupier shall not move any furniture into or out of a Lot without:

- (a) reasonable notice being given to the Body Corporate (having regard to matters including, but not limited to, the amount and size of furniture to be moved); and
- (b) taking adequate measures to prevent damage to the Common Property and any other Lot in the Scheme.

27 No interference

27.1 An Owner or Occupier must not, without the written approval of the Body Corporate:

- (a) interfere with, hinder, harass or otherwise obstruct contractors or employees engaged by the Body Corporate; or
- (b) give instructions to contractors or employees on the Scheme Land engaged by the Body Corporate.

28 Interference with support, shelter, utility infrastructure

28.1 An Owner or Occupier must not, without the written approval of the Body Corporate, interfere or permit interference with:

- (a) support or shelter provided for a Lot or the Common Property;
- (b) utility infrastructure or utility services; or
- (c) body corporate assets.

29 Health and safety

29.1 Owners and Occupiers must give notice as soon as reasonably practicable to the Body Corporate after becoming aware of any:

- (a) infectious disease which is present at the Scheme requiring notification by statute or ordinance;
- (b) accident or incident causing personal injury or any property or other damage which occurs on Scheme Land; or
- (c) other event that may affect the insurance of the Body Corporate, health or safety of owners or occupiers or may otherwise create liability for the Body Corporate.

30 Social functions

- 30.1 An Owner or Occupier must not use an area of the Common Property for the purposes of a Social Function without the written approval of the Body Corporate.

31 Use of lots

- 31.1 Without the approval of the Body Corporate, an Owner or Occupier may not use their Lot for anything other than:
- (a) residential purposes; or
 - (b) a home office that does not compete with the Caretaking Service Contractor; or
 - (c) if the Owner or Occupier is a Caretaking Service Contractor, for:
 - (i) the purposes of management of the Scheme;
 - (ii) the letting or sales of Lots in the Scheme on behalf of the Owners and the rendering of such other services to Owners and Occupiers; and
 - (iii) the letting and sales of Lots outside the Scheme and the rendering of such other services.
- 31.2 An Owner or Occupier of a Lot shall not use, or permit the use of, their Lot for any purpose which may be illegal, immoral or bring the Scheme into disrepute.

32 Letterbox

- 32.1 An Owner or Occupier of a Lot must not interfere with the letterbox designated for another Lot or the Body Corporate.

33 BBQ Area

- 33.1 Owners, Occupiers and their Visitors may use the barbecue facilities and area on the Common Property, subject to compliance with the following conditions:
- (a) the facilities must not already be being used by another Owner, Occupier or Visitor;
 - (b) the use must not cause damage to the surface, fixtures or fittings of the barbecue area or facilities;
 - (c) the use must not cause a nuisance or hazard or interfere unreasonably with the use or enjoyment of another Lot or the Common Property;
 - (d) a person using the BBQ Area must be supervised if their conduct and capability reasonably requires them to be supervised; and
 - (e) the barbeque must be cleaned and tidied after use.

34 Pool

- 34.1 Owners, Occupiers and their Visitors may use the pool, subject to compliance with the following conditions:
- (a) the use must not cause damage to the Scheme Land or Body Corporate assets;
 - (b) the use must not cause a nuisance or hazard or interfere unreasonably with the use or enjoyment of another Lot or the Common Property (through noise or otherwise);
 - (c) the use must not interfere with the maintenance or upkeep of the pool or the surrounding areas;
 - (d) a person using the pool must be supervised if their conduct and capability reasonably requires them to be supervised (as an example without limitation, a person who is not a confident swimmer must be supervised if they are not able to stand when using the pool);
 - (e) the pool and pool area must be left clean and tidy after use;

- (f) subject to section 181 of the Act, animals must not be brought into the area; and
- (g) glass must not be brought into the area.

35 Spa

35.1 Owners, Occupiers and their Visitors may use the spa, subject to compliance with the following conditions:

- (a) a person must shower immediately prior to using the spa;
- (b) the use must not cause damage;
- (c) the use must not cause a nuisance or hazard or interfere unreasonably with the use or enjoyment of another Lot or the Common Property (through noise or otherwise);
- (d) the use must not interfere with the maintenance or upkeep of the spa or the surrounding areas;
- (e) a person using the spa must be supervised if their conduct and capability reasonably requires them to be supervised;
- (f) the area must be left clean and tidy after use;
- (g) subject to section 181 of the Act, animals must not be brought into the area; and
- (h) glass must not be brought into the area.

36 Sauna

36.1 Owners, Occupiers and their Visitors may use the sauna, subject to compliance with the following conditions:

- (a) a towel must be worn in the sauna;
- (b) the use must not cause damage;
- (c) the use must not cause a nuisance or hazard or interfere unreasonably with the use or enjoyment of another Lot or the Common Property (through noise or otherwise);
- (d) the use must not interfere with the maintenance or upkeep of the sauna or the surrounding areas;
- (e) a person using the sauna must be supervised if their conduct and capability reasonably requires them to be supervised;
- (f) the area must be left clean and tidy after use; and
- (g) subject to section 181 of the Act, animals must not be brought into the area.

37 Security

37.1 An Owner or Occupier of a Lot must not, without the written approval of the Body Corporate:

- (a) interfere or tamper with a Security Access Device;
- (b) copy a Security Access Device;
- (c) give a Security Access Device to a person other than an Owner, Occupier or Visitor; or
- (d) use a Security Access Device to access a Lot or Common Property that they are not authorised to access.

38 Ablution

- 38.1 Owners, Occupiers and their Visitors may use the ablution facilities, subject to compliance with the following conditions:
- (a) the use must not cause damage to the Common Property or body corporate assets;
 - (b) the use must not cause a nuisance or hazard or interfere unreasonably with the use or enjoyment of another Lot or the Common Property (through noise or otherwise);
 - (c) the ablution facilities must only be used for their intended purpose;
 - (d) the area must be left clean and tidy after use;
 - (e) a person using the ablution facilities must be supervised if their conduct and capability reasonably requires them to be supervised;
 - (f) belongings must not be left after their use; and
 - (g) Owners, Occupiers and their Visitors must not use or take more consumables than are required for the normal use of the ablution facilities.

PART E – EXCLUSIVE USE**39 Exclusive use areas - Courtyards**

- 39.1 The Owners of such Lots:
- (a) are entitled to only use the exclusive use areas set out in Schedule E for courtyard purposes only;
 - (b) at their own expense keep the Courtyard Space clean and tidy;
 - (c) are responsible for the maintenance and operating costs of the Courtyard Space.
- 39.2 The grant of exclusive use and enjoyment is made subject to the relevant Owner allowing the Body Corporate, the Committee and their properly appointed agents access at all reasonable times to such Courtyard Space for any proper purpose.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

Lot on Plan or Common Property	Statutory Easements	Service Location Diagram
Lot 1 on SP 194886	Support Shelter & Services	Plan "A" Service Location Diagram
Lot 2 on SP 194886	Support Shelter & Services	Plan "A" Service Location Diagram
Lot 3 on SP 194886	Support Shelter & Services	Plan "A" Service Location Diagram
Lot 4 on SP 194886	Support Shelter & Services	Plan "A" Service Location Diagram
Lot 5 on SP 194886	Support Shelter & Services	Plan "A" Service Location Diagram
Lot 6 on SP 194886	Support Shelter & Services	Plan "A" Service Location Diagram
Lot 7 on SP 194886	Support Shelter & Services	Plan "A" Service Location Diagram
Lot 8 on SP 194886	Support Shelter & Services	Plan "A" Service Location Diagram
Lot 9 on SP 194886	Support Shelter & Services	Plan "A" Service Location Diagram
Lot 10 on SP 194886	Support Shelter & Services	Plan "A" Service Location Diagram
Lot 11 on SP 194886	Support Shelter & Services	Plan "A" Service Location Diagram
Lot 12 on SP 194886	Support Shelter & Services	Plan "A" Service Location Diagram
Lot 13 on SP 194886	Support Shelter & Services	Plan "A" Service Location Diagram
Lot 14 on SP 194886	Support Shelter & Services	Plan "A" Service Location Diagram

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

Lot 1 on SP 194886	Area marked "EU1" on Plan of Exclusive Use Areas
Lot 2 on SP 194886	Area marked "EU2" on Plan of Exclusive Use Areas
Lot 3 on SP 194886	Area marked "EU3" on Plan of Exclusive Use Areas
Lot 4 on SP 194886	Area marked "EU4" on Plan of Exclusive Use Areas
Lot 5 on SP 194886	Area marked "EU5" on Plan of Exclusive Use Areas
Lot 6 on SP 194886	Area marked "EU6" on Plan of Exclusive Use Areas
Lot 7 on SP 194886	Area marked "EU7" on Plan of Exclusive Use Areas
Lot 8 on SP 194886	Area marked "EU8" on Plan of Exclusive Use Areas
Lot 9 on SP 194886	Area marked "EU9" on Plan of Exclusive Use Areas
Lot 10 on SP 194886	Area marked "EU10" on Plan of Exclusive Use Areas
Lot 11 on SP 194886	Area marked "EU11" on Plan of Exclusive Use Areas
Lot 12 on SP 194886	Area marked "EU12" on Plan of Exclusive Use Areas
Lot 13 on SP 194886	Area marked "EU13" on Plan of Exclusive Use Areas
Lot 14 on SP 194886	Area marked "EU14" on Plan of Exclusive Use Areas
Lot 15 on SP 194886	Area marked "EU15" on Plan of Exclusive Use Areas
Lot 16 on SP 194886	Area marked "EU16" on Plan of Exclusive Use Areas
Lot 17 on SP 194886	Area marked "EU17" on Plan of Exclusive Use Areas
Lot 18 on SP 194886	Area marked "EU18" on Plan of Exclusive Use Areas
Lot 19 on SP 194886	Area marked "EU19" on Plan of Exclusive Use Areas
Lot 20 on SP 194886	Area marked "EU20" on Plan of Exclusive Use Areas
Lot 21 on SP 194886	Area marked "EU21" on Plan of Exclusive Use Areas
Lot 22 on SP 194886	Area marked "EU22" on Plan of Exclusive Use Areas
Lot 23 on SP 194886	Area marked "EU23" on Plan of Exclusive Use Areas
Lot 24 on SP 194886	Area marked "EU24" on Plan of Exclusive Use Areas
Lot 25 on SP 194886	Area marked "EU25" on Plan of Exclusive Use Areas
Lot 26 on SP 194886	Area marked "EU26" on Plan of Exclusive Use Areas
Lot 27 on SP 194886	Area marked "EU27" on Plan of Exclusive Use Areas
Lot 28 on SP 194886	Area marked "EU28" on Plan of Exclusive Use Areas
Lot 29 on SP 194886	Area marked "EU29" on Plan of Exclusive Use Areas
Lot 30 on SP 194886	Area marked "EU30" on Plan of Exclusive Use Areas
Lot 31 on SP 194886	Area marked "EU31" on Plan of Exclusive Use Areas
Lot 32 on SP 194886	Area marked "EU32" on Plan of Exclusive Use Areas
Lot 33 on SP 194886	Area marked "EU33" on Plan of Exclusive Use Areas
Lot 34 on SP 194886	Area marked "EU34" on Plan of Exclusive Use Areas
Lot 35 on SP 194886	Area marked "EU35" on Plan of Exclusive Use Areas
Lot 36 on SP 194886	Area marked "EU36" on Plan of Exclusive Use Areas
Lot 37 on SP 194886	Area marked "EU37" on Plan of Exclusive Use Areas
Lot 38 on SP 194886	Area marked "EU38" on Plan of Exclusive Use Areas
Lot 39 on SP 194886	Area marked "EU39" on Plan of Exclusive Use Areas
Lot 40 on SP 194886	Area marked "EU40" on Plan of Exclusive Use Areas
Lot 41 on SP 194886	Area marked "EU41" on Plan of Exclusive Use Areas
Lot 42 on SP 194886	Area marked "EU42" on Plan of Exclusive Use Areas
Lot 43 on SP 194886	Area marked "EU43" on Plan of Exclusive Use Areas
Lot 44 on SP 194886	Area marked "EU44" on Plan of Exclusive Use Areas
Lot 45 on SP 194886	Area marked "EU45" on Plan of Exclusive Use Areas
Lot 46 on SP 194886	Area marked "EU46" on Plan of Exclusive Use Areas

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Lot 47 on SP 194886	Area marked "EU47" on Plan of Exclusive Use Areas
Lot 48 on SP 194886	Area marked "EU48" on Plan of Exclusive Use Areas
Lot 49 on SP 194886	Area marked "EU49" on Plan of Exclusive Use Areas
Lot 50 on SP 194886	Area marked "EU50" on Plan of Exclusive Use Areas
Lot 51 on SP 194886	Area marked "EU51" on Plan of Exclusive Use Areas
Lot 52 on SP 194886	Area marked "EU52" on Plan of Exclusive Use Areas
Lot 53 on SP 194886	Area marked "EU53" on Plan of Exclusive Use Areas
Lot 54 on SP 194886	Area marked "EU54" on Plan of Exclusive Use Areas
Lot 55 on SP 194886	Area marked "EU55" on Plan of Exclusive Use Areas
Lot 56 on SP 194886	Area marked "EU56" on Plan of Exclusive Use Areas
Lot 57 on SP 194886	Area marked "EU57" on Plan of Exclusive Use Areas
Lot 58 on SP 194886	Area marked "EU58" on Plan of Exclusive Use Areas
Lot 59 on SP 194886	Area marked "EU59" on Plan of Exclusive Use Areas
Lot 60 on SP 194886	Area marked "EU60" on Plan of Exclusive Use Areas
Lot 61 on SP 194886	Area marked "EU61" on Plan of Exclusive Use Areas

QUARTERDECK HERVEY BAY CTS 36998

Lot Improvements

Account No	Name	Details
02100003	SHEPHERD J & M	Request to Cover in Patio Area of Lot 3 RESOLVED THAT the Committee approve the request from the owner of Lot 3 to cover in the back patio area. The tenants have witnessed the rain coming into this area and the builder who gave the quote agrees this would be the cause of the wood rotting. The structure will be the same as what covers the outdoor area on the townhouse next door. The colours will also be in keeping with what is already there. Therefore it will not detract from the existing style or hinder anyone's view. a) the structure must be situated so as to not interfere with the peaceful enjoyment of neighbouring lots with regard to positioning and aesthetics; b) that the structure is installed by a qualified tradesperson; c) that all costs in relation to the proposed improvement be borne by the said lot owner; d) that all future repairs and maintenance with respect to the proposed improvements be borne by the lot owner; e) that the body corporate shall not be responsible for any initial, subsequent or associated costs in relation to the improvement; and f) that the lot owner will be responsible for any subsequent damage to common property or another lot owner's property caused by said improvement.

Solar Hot Water install Oct 2020

C/- SSKB
P O Box 8319, GCMC QLD 9726 Australia
Client Solutions Ph: (07) 5504 2000 Fax : (07) 5504 2001

QUARTERDECK HERVEY BAY CTS 36998

Cnr Pulgul & Moolyyir Street Urangan QLD 4655

BALANCE SHEET
AS AT 02 SEPTEMBER 2025

	ACTUAL 02/09/2025	ACTUAL 31/05/2025
OWNERS FUND		
Administrative Fund	(68,696.58)	(9,135.45)
Sinking Fund	164,775.21	153,986.95
<u>TOTAL</u>	<u>\$ 96,078.63</u>	<u>\$ 144,851.50</u>

THESE FUNDS ARE REPRESENTED BY

CURRENT ASSETS

Cash At Bank	2,625.73	26,189.35
Mbl At Call Account	104,342.36	103,705.33
Mbl At Call Account 2	0.00	81,000.17
Contributions Billed Not Due	0.00	147,338.59
Prepayments Contributions	9,027.39	4,826.62
Other Arrears	16.50	186.80
Prepaid Expenses	0.00	61,166.39

UTILITIES ACCOUNTS

Utilities Bank Account	15,528.41	15,528.41
Utilities Current Debtors	(14,900.86)	(14,900.86)
Utilities Final Debtors	(7,607.41)	(7,607.41)
Utilities Not Yet Billed	0.00	1,911.05

<u>TOTAL ASSETS</u>	109,032.12	419,344.44
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LIABILITIES

Gst Clearing A/C	(7,601.13)	395.74
P A Y G Clearing A/C	92.03	187.44
Creditors	3,211.95	13,753.21
Provision For Income Tax	0.00	268.00
Next Year Discounts	0.00	(20,802.75)
Contributions Billed Not Due	0.00	133,944.17
Prepayments Contributions	8,206.75	4,387.86
Contributions In Advance	9,043.89	109,820.64
Other Payments In Advance	0.00	13,590.99
Accrued Expenses	0.00	18,947.64

<u>TOTAL LIABILITIES</u>	12,953.49	274,492.94
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C/- SSKB
P O Box 8319, GCMC QLD 9726 Australia
Client Solutions Ph: (07) 5504 2000 Fax : (07) 5504 2001

QUARTERDECK HERVEY BAY CTS 36998

Cnr Pulgul & Moolyyir Street Urangan QLD 4655

BALANCE SHEET
AS AT 02 SEPTEMBER 2025

	ACTUAL 02/09/2025	ACTUAL 31/05/2025
NET ASSETS	<u>\$ 96,078.63</u>	<u>\$ 144,851.50</u>

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P O Box 8319, GCMC QLD 9726 Australia
Client Solutions Ph: (07) 5504 2000 Fax : (07) 5504 2001

QUARTERDECK HERVEY BAY CTS 36998

Cnr Pulgul & Moolyyir Street Urangan QLD 4655

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JUNE 2025 TO 02 SEPTEMBER 2025

	ACTUAL	BUDGET	ACTUAL
	01/06/25-02/09/25	01/06/25-31/05/26	01/06/24-31/05/25
<u>ADMINISTRATIVE FUND</u>			
<u>INCOME</u>			
Contributions - Admin Fund	80,037.49	248,000.00	240,021.73
Discount - Admin Fund	(15,468.60)	(49,600.00)	(43,833.35)
Interest On Overdue Levies	87.17	0.00	588.85
<u>TOTAL ADMIN. FUND INCOME</u>	64,656.06	198,400.00	196,777.23
<u>EXPENDITURE - ADMIN. FUND</u>			
Audit Fees	(177.00)	2,272.00	2,272.00
Bank Charges - No Gst	7.74	100.00	59.59
Bank Charges	1.27	25.00	3.03
Tax Agents Fee	0.00	400.00	400.00
Bas/las Lodgement Fees	300.00	1,200.00	1,200.00
Administration - Base Fee	3,929.16	10,980.00	12,169.78
Cleaning - Material	140.00	1,000.00	974.53
Cleaning	672.00	3,000.00	2,560.00
Fire Equipment	0.00	250.00	153.50
Insurance/Other	52,491.40	52,491.40	2,534.94
Insurance Building	0.00	0.00	46,644.15
Insurance Renewal Recovery	(15,566.73)	(52,491.40)	(46,645.27)
Insurance Stamp Duty	5,147.16	5,147.16	4,819.23
Work Cover	173.16	0.00	0.00
Workcover Stamp Duty	9.52	0.00	0.00
Insurance Valuation	0.00	0.00	1,181.82
Insurance Claims/Excess	0.00	2,000.00	0.00
Legal Expenses	767.50	2,000.00	4,624.54
Onsite Management	18,014.72	100,000.00	99,432.66
Pest Control	0.00	7,000.00	6,675.45
Communication & Disbursements	1,571.66	4,392.00	4,867.91
Communication/Disb'ments-F F S	2,008.36	3,000.00	6,153.55
R & M Building	23,374.46	15,000.00	12,579.56
R & M Electrical	3,547.38	1,000.00	567.50
R & M B B Q	0.00	0.00	83.64
R & M Gardens & Grounds	209.97	5,000.00	8,824.65
R & M Plumbing	820.00	3,000.00	3,379.41
R & M Pool	49.17	2,000.00	1,309.90
Pool Chemicals	109.09	3,000.00	2,571.83

C/- SSKB
P O Box 8319, GCMC QLD 9726 Australia
Client Solutions Ph: (07) 5504 2000 Fax : (07) 5504 2001

QUARTERDECK HERVEY BAY CTS 36998

Cnr Pulgul & Moolyyir Street Urangan QLD 4655

STATEMENT OF INCOME AND EXPENDITURE
FOR THE PERIOD 01 JUNE 2025 TO 02 SEPTEMBER 2025

	ACTUAL	BUDGET	ACTUAL
	01/06/25-02/09/25	01/06/25-31/05/26	01/06/24-31/05/25
Administration - F F S	5,816.85	5,000.00	20,751.22
Sundry Expenses	0.00	500.00	1,365.05
Consultants	1,074.55	13,400.00	2,000.00
Stratamax Licencing Fee	389.29	1,100.00	1,096.47
Work Place H & S Report	0.00	1,440.00	0.00
Prior Year Adjustment	0.00	0.00	(831.98)
Levy Recovery Cost Write-Off	35.00	0.00	0.00
UTILITIES ACCOUNTS			
Bank Interest Received	0.00	(35.00)	(26.76)
Bank Charges - No Gst	0.00	100.00	60.60
Bank Merchant Fees	0.00	550.00	404.97
Billing Admin Fees	2,643.36	10,150.00	8,441.79
Billing Admin Recoveries	238.44	(10,150.00)	(8,322.41)
Billing Sundry Fees	0.00	1,000.00	1,001.59
Billing Sundry Recoveries	0.00	(1,000.00)	(1,001.59)
Electricity Bulk Bills	14,747.10	90,000.00	83,701.08
Electricity Rebate (Scheme)	0.00	0.00	(78,000.00)
Electricity Recoveries	1,672.61	(75,000.00)	(70,037.13)
Electricity Rebate (Owners)	0.00	0.00	78,000.00
TOTAL ADMIN. EXPENDITURE	124,217.19	208,821.16	218,000.80
SURPLUS / DEFICIT	\$ (59,561.13)	\$ (10,421.16)	\$ (21,223.57)
Opening Admin Balance	(9,135.45)	(9,135.45)	12,088.12
ADMINISTRATIVE FUND BALANCE	\$ (68,696.58)	\$ (19,556.61)	\$ (9,135.45)

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Cnr Pulgul & Moolyyir Street Urangan QLD 4655

STATEMENT OF INCOME AND EXPENDITURE
FOR THE PERIOD 01 JUNE 2025 TO 02 SEPTEMBER 2025

	ACTUAL	BUDGET	ACTUAL
	01/06/25-02/09/25	01/06/25-31/05/26	01/06/24-31/05/25
<u>SINKING FUND</u>			
<u>INCOME</u>			
Contributions - Sinking Fund	38,339.95	125,000.00	115,019.86
Discount - Sinking Fund	(7,290.07)	(25,000.00)	(20,825.21)
Interest Received	761.73	0.00	4,336.05
<u>TOTAL SINKING FUND INCOME</u>	31,811.61	100,000.00	98,530.70
<u>EXPENDITURE - SINKING FUND</u>			
Door/Window Repairs	2,681.82	0.00	0.00
Electrical	0.00	10,000.00	9,378.18
Building Repairs	18,441.94	55,000.00	31,803.91
Gardens & Grounds	0.00	30,000.00	3,600.00
Painting	0.00	8,000.00	3,450.00
Garage Doors	0.00	15,000.00	0.00
Guttering	0.00	5,300.00	0.00
Plumbing	0.00	3,000.00	1,195.00
Pool	0.00	0.00	102,801.16
Pool Furniture	0.00	7,500.00	4,177.27
Income Tax	(268.00)	0.00	260.69
Instalment Tax	167.59	0.00	651.44
<u>TOTAL SINK. FUND EXPENDITURE</u>	21,023.35	133,800.00	157,317.65
<u>SURPLUS / DEFICIT</u>	\$ 10,788.26	\$ (33,800.00)	\$ (58,786.95)
Opening Sinking Fund Balance	153,986.95	153,986.95	212,773.90
<u>SINKING FUND BALANCE</u>	\$ 164,775.21	\$ 120,186.95	\$ 153,986.95

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QUARTERDECK HERVEY BAY CTS 36998

Cnr Pulgul & Moolyyir Street
Urangan
QLD 4655

INSURANCE DETAILS

02 September 2025

<u>Type</u>	<u>Insurer</u>	<u>Policy No</u>	<u>Sum Insured</u>	<u>Due Date</u>
BUILDING	Chu Underwriting Agencies	HU0041418	32,569,630	31/05/26
PUBLIC LIABILITY	Chu Underwriting Agencies	HU0041418	30,000,000	31/05/26
OFFICE BEARERS	Chu Underwriting Agencies	HU0041418	5,000,000	31/05/26
COMMON CONTENTS	Chu Underwriting Agencies	HU0041418	325,696	31/05/26
VOLUNTARY WORKERS	Chu Underwriting Agencies	HU0041418	2,000/200,000	31/05/26
LOSS OF RENT	Chu Underwriting Agencies	HU0041418	4,885,444	31/05/26
FIDELITY GUARANTEE	Chu Underwriting Agencies	HU0041418	250,000	31/05/26
BUILDING CATASTROPHE	Chu Underwriting Agencies	HU0041418	9,770,889	31/05/26
FLOOD	Chu Underwriting Agencies	HU0041418	Included	31/05/26
STORAGE/EVACUATION	Chu Underwriting Agencies	HU0041418	488,544	31/05/26
EXT COVER RENT/ACCOM	Chu Underwriting Agencies	HU0041418	1,465,633	31/05/26
COST OF TEMP ACCOMM	Chu Underwriting Agencies	HU0041418	488,544	31/05/26
STAMP DUTY/GST/OTHER	Chu Underwriting Agencies	HU0041418	0.00	31/05/26

Form 17**Final inspection certificate –
swimming pools and swimming pool fencing**

This Form 17 is to be used for the purposes of sections 239(2)(b), 240 of the Building Act 1975 and/or sections 53 and 60 of the Building Regulation 2021.

Note: a Form 16 – Inspection certificate is to be used for temporary swimming pool fencing.

1. Swimming pool owner details

If the owner is a company, a contact person must be shown.

Name (<i>natural person or company</i>)	Quarterdeck Hervey Bay CTS 36998
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2. Property description

The description must identify all land the subject of the application.

The lot and plan details (e.g. SP/RP) are shown on title documents or a rates notice.

If the plan is not registered by title, provide previous lot and plan details.

Street address	80 Moolyyir Street		
	Suburb/locality	Urangan	
State	QLD	Postcode	4655

Lot and plan details (*attach list if necessary*)

Lot 0 on SP194886

Local government area the land is situated in

Fraser Coast Regional Council

3. Type of swimming pool

A shared pool is one in which the residents of two or more dwellings will have a right to use the pool.

☐ Non-shared pool ☒ Shared pool

4. Exemptions granted by local government (if applicable)

Details of exemption

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Date exemption granted

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5. Restrictions on the use or occupation of the swimming pool or swimming pool safety barrier

If the building work uses a building solution restricting the use or occupation of the swimming pool or swimming pool safety barrier, state the restriction.

For example, a restriction requiring a minimum depth for a permanent body of water forming part of a swimming pool safety barrier to be maintained.

Restrictions

The following restrictions apply to the use or occupation of the swimming pool or swimming pool safety barrier:

6. Performance solution

If the building work uses a performance solution, state the applicable materials, systems, methods of building, procedures, specifications and other relevant requirements.

This will provide swimming pool owners and occupiers with a concise and practical explanation of performance solutions that may have some operational implications on the use of the swimming pool or swimming pool safety barrier. This will also help ensure the ongoing use of the swimming pool or swimming pool safety barrier and any future modifications do not compromise compliance with the performance requirements of the applicable Queensland Development Code.

Performance solution requirements

The following systems and procedures form part of the performance solution:

7. Certification

This form must be used by building certifiers to certify compliance of swimming pools and swimming pool safety barriers in accordance with s239(2)(b) of the *Building Act 1975* and s53 and s60 of the *Building Regulation 2021*.

The building certifier must give the owner and assessment manager a copy of the final inspection certificate.

I certify that on an inspection carried out in accordance with best industry practice, the building work was inspected and complies with the building approval and/or certificates of inspection were accepted from competent persons for the swimming pool and its permanent safety barrier.

Stage	Date of inspection	Date of certificate
Foundation	Not Applicable	Not Applicable
Final	04/10/2024	04/10/2024

8. Building certifier

If the certifier is a company, a contact person must be shown.

Name of building certifier (in full)	Craig Bates		
Licence number	A896904		
Signature			
Building approval reference number	BP24/0494	Date	04/10/2024

OFFICE USE ONLY

Fee payable \$		Date received		Receiving Officer's signature	
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PRIVACY NOTICE

The Department of Energy and Public Works is collecting personal information as required under the *Building Act 1975*. This information may be stored by the Department, and will be used for administration, compliance, statistical research and evaluation of building 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.