**Duty Imprint** 

FORM 14 Version 4 Page 1 of 1

Dealing Number

## OFFICE USE ONLY

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1. Nature of request

> REQUEST TO RECORD FIRST COMMUNITY MANAGEMENT STATEMENT FOR SERENITY **RESERVE COMMUNITY TITLES SCHEME**

Lodger (Name, address, E-mail & phone number)

**BUGDEN ALLEN GRAHAM LAWYERS GPO BOX 2624** 

**BRISBANE QLD 4001** TEL: 07 3905 9260

E-MAIL: KEVIN@BAGL.COM.AU

Lodger Code BE 2480

Lot on Plan Description 2.

LOT 1015 ON SP339923

Title Reference

51340244

Registered Proprietor/State Lessee

OYSTER COVE PROJECTS PTY LTD ACN 636 456 972 AS TRUSTEE FOR THE OYSTER COVE PROJECT TRUSTEE UNDER INSTRUMENT 719898009 **-UNIT TRUST** 

4. Interest

**NOT APPLICABLE** 

5. Applicant

> OYSTER COVE PROJECTS PTY LTD ACN 636 456 972 AS TRUSTEE FOR THE OYSTER CO TRUSTEE UNDER INSTRUMENT 71989 POOP **UNIT TRUST**

6. Request

> I HEREBY REQUEST THAT: THE FIRST COMMUNITY MANAGEMENT STATEMENT ("CMS") DEPOSITED HEREWITH BE RECORDED AS THE CMS FOR SERENITY RESERVE COMMUNITY TITLES SCHEME AND THAT

"C/- SSKB

PO BOX 8319

**GOLD COAST MAIL CENTRE QLD 9726"** 

BE RECORDED AS ADDRESS FOR SERVICE ON THE BODY CORPORATE FOR THE SCHEME.

7. Execution by applicant

101,24

**Execution Date** 

-Applicant's or Solicitor's Signature

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

YNOHTNA NHOL COLEMAN SOLICITOR, BRISBANE Body Corporate and Community Management Act 1997

THIS CMS MUST BE DEPOSITED WITH: A FORM 14 GENERAL REQUEST; AND

A FORM 18C (IF NO EXEMPTION TO THE PLANNING

BODY CMS NOTATION APPLIES).

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

Office use only CMS LABEL NUMBER This statement incorporates and must include the following:

Schedule A

- Schedule of lot entitlements

Schedule B

- Explanation of development of scheme

land

Schedule C Schedule D - By-laws - Any other details

Schedule E

- Allocation of exclusive use areas

Name of community titles scheme 1.

SERENITY RESERVE COMMUNITY TITLES SCHEME

Regulation module

ACCOMMODATION MODULE

Name of body corporate

BODY CORPORATE FOR SERENITY RESERVE COMMUNITY TITLES SCHEME

4. Scheme land

> Lot on Plan Description COMMON PROPERTY OF SERENITY RESERVE COMMUNITY TITLES SCHEME

LOTS 38-52, 66-69 ON SP325206

Title Reference TO ISSUE

LOT 700 on SP325206 2 \*Name and address of original owner

OYSTER COVE PROJECTS PTY LTD ACN 636 456 972

AS TRUSTEE FOR THE OYSTER COVE PROJECTS

UNIT TRUST TRUSTEE UNDER INSTRUMENT

C/- BUGDEN ALLEN GRAHAM LAWYERS

**GPO BOX 2624** 

**BRISBANE QLD 4001** 

Reference to plan lodged with this statement 6.

SP325206

# first community management statement only

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

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

N/A

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

Execution by original owner/Consent of body corporate 8.

> 09,01,2024 Execution Date

\*Original owner to execute for a first community management statement \*Body corporate to execute for a new community management statement Oyster Core Projects Pty Ltd ACN 636 456 972

as trustee for The Dyster Core Projeds Unit

Privacy Statement

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#### SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
38 ON SP325206	116	108
39 ON SP325206	116	108
40 ON SP325206	116	115
41 ON SP325206	116	113
42 ON SP325206	116	113
43 ON SP325206	116	113
44 ON SP325206	116	113
45 ON SP325206	116	113
46 ON SP325206	116	111
47 ON SP325206	116	111
48 ON SP325206	116	113
49 ON SP325206	116	113
50 ON SP325206	116	107
51 ON SP325206	116	107
52 ON SP325206	116	112
66 ON SP325206	116	118
67 ON SP325206	116	107
68 ON SP325206	116	107
69 ON SP325206	116	119
700 ON <del>S325206</del> SP32520	600	330
TOTALS 🕏	2,804	2,451

#### PRINCIPLES FOR DECIDING THE CONTRIBUTION SCHEDULE LOT ENTITLEMENTS (CSLE)

The CSLE have been decided using the equality principle as defined in the Body Corporate and Community Management Act 1997 (Act).

#### PRINCIPLES FOR DECIDING THE INTEREST SCHEDULE LOT ENTITLEMENTS (ISLE)

The ISLE have been decided using the market value principle as defined in the Act.

The ISLE for lots in the community titles scheme reflect the respective market values of the lots.

# SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

- 1. It is proposed that there will only be one body corporate namely, the "Body Corporate for Serenity Reserve Community Titles Scheme".
- 2. LOT 700 ON SP325206 is to be further divided by a building format plan into 16 lots for residential purposes and one development lot.
- 3. LOT 701 ON SP325207 is to be further divided by a building format plan into 21 lots for residential purposes and one development lot.
- 4. LOT 702 ON SP325208 is to be further divided by a building format plan into 13 lots for residential purposes and one development lot.

- 5. LOT 703 ON SP339930 is to be further divided by a building format plan into 17 lots for residential purposes.
- 6. The proposed development of the Scheme Land is illustrated on the below concept drawing marked as "Serenity Reserve Concept Plan".
- 7. The final contribution lot entitlement schedule and interest schedule lot entitlement schedule at the completion of the third stage is shown in the following table:

Lot on Plan	Contribution	Interest
1 ON SP325208	116	111
2 ON SP325208	116	111
3 ON SP325208	116	125
4 ON SP325208	116	125
5 ON SP325208	116	124
6 ON SP325208	116	125
7 ON SP325208	116	125
8 ON SP325208	116	125
9 ON SP325208	116	126
10 ON SP325208	116	126
11 ON SP325208	116	125
12 ON SP325208	116	125
13 ON SP325208	116	126
14 ON SP325208	116	115
15 ON SP325208	116	124
16 ON SP325208	116	125
17 ON SP325208	116	115
18 ON SP325208	116	125
19 ON SP325208	116	126
20 ON SP325208	116	123
21 ON SP325208	116	126
22 ON SP325207	116	112
23 ON SP325207	116	105
24 ON SP325207	116	106
25 ON SP325207	116	112
26 ON SP325207	116	111
27 ON SP325207	116	104
28 ON SP325207	116	104
29 ON SP325207	116	111
30 ON SP325207	116	112
31 ON SP325207	116	108
32 ON SP325207	116	108
33 ON SP325207	116	112
34 ON SP325207	116	112

35 ON SP325207	116	105
36 ON SP325207	116	105
37 ON SP325207	116	111
38 ON SP325206	116	108
39 ON SP325206	116	108
40 ON SP325206	116	115
41 ON SP325206	116	113
42 ON SP325206	116	113
43 ON SP325206	116	113
44 ON SP325206	116	113
45 ON SP325206	116	113
46 ON SP325206	116	111
47 ON SP325206	116	111
48 ON SP325206	116	113
49 ON SP325206	116	113
50 ON SP325206	116	107
51 ON SP325206	116	107
52 ON SP325206	116	112
53 ON SP339930	116	110
54 ON SP339930	116	110
55 ON SP339930	116	117
56 ON SP339930	116	108
57 ON SP339930	116	108
58 ON SP339930	116	119
59 ON SP339930	116	119
60 ON SP339930	116	127
61 ON SP339930	116	127
62 ON SP339930	116	119
63 ON SP339930	116	118
64 ON SP339930	116	106
65 ON SP339930	116	118
66 ON SP325206	116	118
67 ON SP325206	116	107
68 ON SP325206	116	107
69 ON SP325206	116	119
70 ON SP339931	116	128
71 ON SP339931	116	124
72 ON SP339931	116	124
73 ON SP339931	116	128
74 ON SP339931	116	126
75 ON SP339931	116	124
76 ON SP339931	116	124

TOTALS	9,976	10,002
86 ON SP339931	116	113
85 ON SP339931	116	106
84 ON SP339931	116	106
83 ON SP339931	116	114
82 ON SP339931	116	114
81 ON SP339931	116	128
80 ON SP339931	116	124
79 ON SP339931	116	124
78 ON SP339931	116	126
77 ON SP339931	116	126

#### **POSSIBLE VARIATIONS**

The Original Owner, its transferee or assignee may (in their absolute discretion) decide to:

- (a) change the concept plan;
- (b) change the number of lots in any of the subdivisions;
- (c) change the type of products in any of the subdivisions (i.e. the Original Owner may decided to build apartments instead of townhouses);
- (d) change the order in which the subdivisions occur;
- (e) subdivide any of the development lot by a standard format plan creating standard format lots:
- (f) excise any part of the development lot from the scheme;
- (g) develop the stages simultaneously;
- (h) cause the body corporate to become a subsidiary of a principal body corporate;
- (i) amend the survey plans;
- (j) allocate any part of the common property as exclusive use for a particular as it considers appropriate;
- (k) amend the schedule of contribution schedule and interest schedule lot entitlements; and
- do anything, that it considers necessary (in its absolute discretion), to satisfy the conditions set out in the development approval issued by the Gold Coast City Council.

From time to time, lots or a part of a lot or common property may be removed from the Scheme Land as is deemed necessary by the Original Owner in its absolute discretion. Lots and common property constituting Scheme Land (including but without limitation) may be amalgamated and subdivided (by standard, building or volumetric format plans) from time to time including but without limitation subdivision of common property into one or more lots or the conversion of any lot or part of a Lot into common property.

An owner of a lot in a community title scheme will do everything necessary to facilitate the completion of the development according to the staging program set out in this community management statement, varied in accordance with it or otherwise in accordance with the development approval issued by the Gold Coast City Council, and must not vote against a motion submitted by the Original Owner or object the Original Owner from blocking the use of common property for short periods of time to complete the development.

Exclusive use rights and/or special privilege areas may be granted from time to time over body corporate assets or common property in favour of:

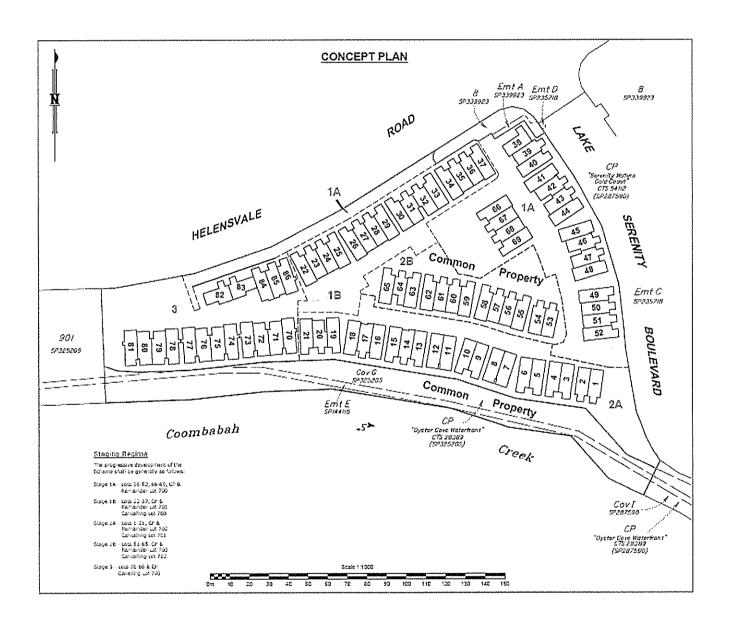
(a) lots included in the Scheme; and/or

(b) as determined and allocated by the Original Owner from time to time whether pursuant to a by-law contained in Schedule C or otherwise including but without limitation exclusive use or special privilege rights over car parking, storage or landscape spaces constructed or to be constructed on common property.

Nothing in this community management statement requires the Original Owner (or its assignee or transferee) to undertake any future development on the development lot.



#### Serenity Reserve Concept Plan



SCHEDULE C

**BY-LAWS** 

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#### Part 1 – Introduction

#### 1. Purpose of these by-laws

These by-laws are intended to regulate the behaviour of people in Serenity Reserve to:

- (a) ensure the safety, comfort and wellbeing of residents;
- (b) promote a sense of community;
- (c) protect its special environment; and
- (d) reduce conflict.

#### 2. Interpretation

The Dictionary of words with capitalised first letters in these by-laws and the rules for interpreting the by-laws are set out in Part 7.

#### Part 2 - Conduct

#### 3. Noise and Annoyance

- 3.1 An Occupier must not, whilst on Scheme Land, create noise likely to interfere with the peaceful enjoyment of another person lawfully on Scheme Land.
- 3.2 If at any time noise is unavoidable in a lot, the Occupier must take all practical and reasonable steps to minimise the interference to other Occupiers, including the closing of doors, windows and curtains.
- 3.3 Occupiers must request that their invitees leaving the Scheme Land before 7.00am or after 10.00pm do so quietly.
- 3.4 Occupiers returning to their lot before 7.00am or after 10.00pm must do so quietly.

#### 4. Behaviour of occupants

- 4.1 An Occupier when on common property must be adequately clothed having regard to the area where they are and must not use language or behave in a manner likely to cause offence or embarrassment to another Occupier or to a person lawfully on the common property.
- 4.2 An Occupier must not use, or permit the use of, the 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 included in the Scheme; or
  - (c) unreasonably interferes with the use or enjoyment of the common property by a person who is lawfully on the common property.
- 4.3 Without limiting paragraph 4.2 of this by-law, an Occupier must not store or leave unattended upon the common property any surfboard, surf ski, wind surfer, sail board, boat, trailer, caravan, bicycle, shelter, furniture, equipment or other object which is likely to interfere unreasonably with the use or enjoyment of the common property by a person who is lawfully on the common property.
- 4.4 An Occupier must not carry out repairs or restorations to any Vehicle on the common property or on any part of their lot which is visible from another lot, the common property or outside the Scheme Land.

#### 5. Behaviour of invitees

- 5.1 An Occupier must use their best endeavours to ensure that their invitees do not behave in a way likely to interfere with another person's peaceful enjoyment of another lot or the common property. Without limitation, this includes an obligation to use their best endeavours to:
  - (a) supervise the way in which their invitees use and enjoy the common property; and
  - (b) ensure their invitees comply in all respects with the by-laws.
- 5.2 A non-resident or non-occupying lot Owner must provide any tenant or occupier of their lot with:
  - (a) a copy of the by-laws; and
  - (b) details of all communications from the Body Corporate relating to matters dealt with in the by-laws, including complaints relating to the tenant or Occupier.

#### 6. Communication with Committee

- 6.1 Any Occupier who wishes to communicate with the Committee, the Body Corporate or the body corporate manager must observe the following communication protocol:
  - (a) communicate succinctly by email or letter, which may be delivered by way of an email or addressed to the Secretary, care of the body corporate manager;
  - (b) the communication must be reasonable, respectful and constructive and be consistent, both as to content and expression, with a quality business communication; and
  - (c) communications must not be unduly frequent or voluminous so as to cause nuisance or inconvenience to the receiver.
- 6.2 If the subject matter of the communication is:
  - (a) urgent, the body corporate manager will decide what immediate action (if any) should be taken and, if necessary, organise a vote outside of Committee; and
  - (b) not urgent, it will be dealt with at the next meeting of the Committee.
- 6.3 The Committee and the body corporate manager have the right to disregard, and not respond to, any communication that they reasonably consider to be non-compliant with the above communication protocol.

#### 7. Children on common property

- 7.1 An Occupier must, in respect of accompanying children who are under the age of 12 years:
  - (a) supervise them while they are on common property; and
  - (b) exercise effective control over them while they are playing in areas of possible danger or hazards.
- 7.2 An Occupier must take reasonable steps to ensure:
  - (a) children do not ride skates, skateboards, scooters or roller blades on the common property road; and
  - (b) children under the age of 12 years do not ride a bicycle on the road unless they are accompanied by an adult who is riding another bicycle and exercising effective control over them.

#### 8. Rubbish and things on common property

An Occupier must not leave rubbish or other things on the common property in a way or place likely to interfere with the enjoyment of the common property by someone else.

#### 9. Garbage disposal

- 9.1 Garbage, recyclable materials and garden waste must only be disposed of in accordance with this by-law.
- 9.2 An Occupier must:
  - (a) comply with all local authority by-laws and ordinances relating to the disposal of garbage and recyclable materials; and
  - (b) ensure that the health, hygiene and comfort of other Occupiers are not adversely affected by their disposal of garbage and recyclable materials.

#### 10. Obstruction

An Occupier must not obstruct the lawful use of the common property by someone else except on a temporary and non-recurring basis.

#### 11. Smoking

- 11.1 An Occupier must ensure that smoke arising from the smoking of tobacco or other substances by a person within their lot does not enter the airspace of the common property or any other lot.
- 11.2 An Occupier must not smoke or allow their invitee to smoke tobacco or other substances on the common property, except in any area designated by the Committee as a smoking area and then, only in accordance with approved signage displayed in that area.
- 11.3 Smoking of illegal substances while on the Scheme Land is prohibited in all circumstances.

#### 12. Keeping of animals

- 12.1 Subject to section 181 of the Act (relating to guide, hearing and assistance dogs), an Occupier must not:
  - (a) bring or keep an animal on a lot or the common property; or
  - (b) permit an invitee to bring or keep an animal on a lot or the common property.
- 12.2 The restriction in sub-paragraph 12.1 of this by-law does not apply if:
  - (a) the Occupier sought and obtained the written consent of the Body Corporate prior to bringing or keeping the animal on the lot or common property; or
  - (b) the animal is accompanying a short-term visitor or holiday renter who sought and obtained the prior approval of the Committee to bring the animal onto the lot solely for the duration of their short-term stay.
- 12.3 A consent under sub-paragraph 12.2 of this by-law:
  - (a) may not be given while an Occupier is in breach of the restriction in sub-paragraph 12.1 of this by-law;
  - (b) may only be given in special circumstances and where the animal is a dog, the giving of consent would result in two or more dogs being kept within the same lot;
  - (c) would not normally be given to the keeping of a cat or other animal which may be a nuisance to or risk the wellbeing of the birdlife of the Scheme Land;
  - (d) would not normally be given if the size or breed of the animal means they are not appropriate to be constrained within the lot the subject of the application; and
  - (e) may be given subject to conditions, including without limitation, that the animal must:
    - (i) be restrained or carried while on common property;

- (ii) be secured within the lot whilst not on a lead and under the direct control of the Occupier;
- (iii) be prohibited from being on designated parts of the Scheme Land;
- (iv) not cause a nuisance or hazard to other persons; and
- (v) be exercised and kept in healthy and good condition having regard to best animal husbandry practice.
- 12.4 An Occupier who brings or keeps an animal on the Scheme Land must:
  - (a) only allow the animal on the common property for the purpose of immediate access to and from the lot and, if a dog, only in a Vehicle or walked on a lead held by a person capable of controlling the dog;
  - (b) not exercise the animal on common property;
  - (c) take every precaution to ensure that the animal does not -
    - (i) chase, annoy or injure any wildlife which lives within or visits the Scheme; or
    - (ii) cause or create any noise or disturbance which is likely to interfere with the peace and enjoyment of another Occupier; and
  - (d) take such action as necessary to clean all areas that are soiled by the animal.
- 12.5 In the event that a condition imposed under sub-paragraph 12.3 or 12.4 of this by-law is not complied with on at least two occasions in any one year, the Body Corporate may by notice in writing require the Occupier to remove the animal from the Scheme Land and the Occupier must comply with that notice.
- 12.6 In this by-law "short term" means a matter of days, but not exceeding two weeks in total and a combined two weeks in any six month period.

#### 13. Swimming pool area

The following rules must be observed by Occupiers when using the swimming pool and surrounding recreation area:

- (a) Persons using the swimming pool do so at their own risk and the Body Corporate will not be responsible for any injury, damage or loss that may be sustained because of such use.
- (b) The hours of use each day are between 7.00 am to 10.00 pm on Mondays to Sundays (public holidays included).
- (c) Childproof gates must be kept closed when not in immediate use.
- (d) Children under the age of 12 years, whilst inside the safety fencing, must be under the supervision of a responsible adult exercising effective control.
- (e) No diving into the swimming pool.
- (f) No jumping into the swimming pool to cause excessive splashing (e.g. dive bombing).
- (g) Approved signage in respect of the swimming pool and surrounding recreation area must always be observed.
- (h) No glass drinking glasses or glass storage containers are to be taken inside the safety fencing and all other glass items must be stored and used in such a way as to minimise the risk of breakage.
- (i) No alcohol to be consumed within the swimming pool area.
- (j) No offensive behaviour.

#### 14. Barbecue area

14.1 If the Committee introduces a process for Occupiers to reserve the barbecue area for a private function, then Occupiers must observe that reservation process.

- 14.2 Occupiers must respect the rights of others by not using the barbecue area for an excessive period.
- 14.3 The barbecue area must only be used between 7.00 am to 10.00 pm on Mondays to Sundays (public holidays included).
- 14.4 While using the barbecue area Occupiers must observe any signage relating to its use.
- 14.5 After using the barbecue area an Occupier must:
  - (a) thoroughly clean the hotplates, grills and surrounds with hot soapy water;
  - (b) thoroughly clean any furniture, equipment or utensils provided for use of the area;
  - (c) remove and dispose of any rubbish; and
  - (d) generally leave the area in a clean and tidy condition.

#### 15. Gym

- 15.1 Occupiers must respect the rights of others by not using the gym for an excessive period.
- 15.2 The gym must only be used between 7.00 am to 10.00 pm on Mondays to Sundays (public holidays included).
- 15.3 While using the gym, Occupiers must observe any signage relating to its use.

## Part 3 – Preservation of building and common grounds

#### 16. Damage to building and common property

- 16.1 An Occupier must not, without the written consent of the Body Corporate mark, paint or drive nails, screws or other objects into, or otherwise damage or deface, a structure that forms part of the common property.
- 16.2 An Occupier who damages the common property, or whose invitees, servants, agents or contractors damage the common property, may be held liable to compensate the Body Corporate for the reasonable costs of repairs and such costs will be recoverable from the Occupier according to law.
- 16.3 An Occupier must promptly give notice to the Body Corporate of any damage to or defects in the common property, including common property buildings and assets, which require maintenance or other attention.

#### 17. Preserving gardens and grounds

An Occupier must not, except with the written consent of the Body Corporate:

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

#### 18. Preserving fire safety

An Occupier must not do anything that is likely to affect the operation of fire safety devices or to reduce the level of fire safety in the lots or common property.

#### 19. Storage of Hazardous Materials

- 19.1 An Occupier must not, without the written consent of the Body Corporate store Hazardous Materials on the common property.
- 19.2 An Occupier must not, without the written consent of the Body Corporate, store Hazardous Materials on the lot unless the substance is used or intended for use for domestic purposes or for normal commercial use and does not pose a danger or hazard to other persons.
- 19.3 This by-law does not apply to the storage of fuel in:
  - (a) the fuel tank of a motor vehicle, boat or internal combustion engine; or
  - (b) a tank kept on a motor vehicle or boat in which the fuel is stored under the requirements of the law regulating the storage of flammable liquid.

#### 20. Notification of defects or damage

If an Occupier becomes aware of a defect in the common property or damage to the common property, the Occupier must bring the matter to the attention of the Body Corporate.

#### 21. Attachments to common property

21.1 An Occupier must not without the written consent of the Body Corporate attach anything to or place anything on common property, which includes the common property area of courtyards, in a permanent way.

Examples of items to which this by-law applies:

Enclosures, retractable sun blinds, air conditioning units, solar panels, satellite dishes and clothes lines.

- 21.2 Anything attached to the common property pursuant to a consent under sub-paragraph 21.1 of this by-law must be attached in a temporary way so as to ensure that it does not become a fixture within the meaning of the law.
- 21.3 Irrespective of whether a thing attached to common property by an Occupier is a fixture within the meaning of the law, the Owner of the lot shall be responsible for:
  - (a) maintaining it in good condition;
  - (b) any loss or damage which may result to the common property or to the property or person of others as a consequence of the presence or use of such thing; and
  - (c) removing it when it is no longer required or otherwise needs to be removed.
- 21.4 The terms of sub-paragraph 21.3 of this by-law shall also apply to things attached to or placed on common property which were so attached or placed before the making of this by-law.

#### 22. Signs on common property

- 22.1 An Occupier must not, without the written consent of the Body Corporate, place or allow to be placed a sign on common property or permit any such sign to remain on common property.
- 22.2 Sub-paragraph (1) does not apply to a real estate advertising sign for the sale or letting of the lot if the sign is:
  - (a) of a reasonable size and type; and
  - (b) not displayed for longer than 6 weeks in any 6 month period.

#### 23. External appearance of lot

An Occupier must not, without the written consent of the Body Corporate:

- (a) make a change to the external appearance of their lot unless the change is minor and does not detract from the appearance of the building or the amenity of the lot, its surrounds or the common property;
- (b) hang or attach any curtain, blind, louvre or other covering to a window unless it is of a colour and style in harmony with the external appearance of the lot;
- (c) hang washing, bedding or another cloth article on common property or within a courtyard or other outside area of a lot if the article is visible from another lot, the common property or outside the Scheme Land;
- (d) place barbecues, pot plants or similar such items on a balcony or patio of a lot if the item has the effect of detracting from the appearance of the lot when viewed from another lot, the common property or outside the Scheme Land; and
- (e) display a sign, advertisement, placard, banner, pamphlet or similar article within their lot if the article is visible from another lot, the common property or outside the Scheme Land.

#### 24. Maintenance of lot

Occupiers must:

- (a) keep their lot and surrounding land clean and tidy;
- (b) keep their garage doors and windows securely fastened when the lot is unoccupied;
- (c) in the event of any infectious disease occurring or being on their lot, promptly notify the Body Corporate and any Government authority which is required by law to be notified;
- (d) keep their windows clean and if broken or cracked, promptly replaced with new glass of the same kind and weight;
- (e) ensure that water closets, conveniences and other water apparatus, including waste pipes and drains, are only used as intended and kept free of leaves, sweepings and other waste materials;
- (f) promptly give notice to the Body Corporate of any defects in water closets, conveniences and other water apparatus, including waste pipes and drains; and
- (g) not, without the consent of the Committee, alter or vary the external appearance of the lot or other improvements constructed on their lot.

#### 25. Security

- 25.1 All Occupiers, individually and collectively, are responsible for the security of the Scheme.
- 25.2 Entry to and exit from the Scheme Land shall be restricted by electrically operated security gates which may be activated by:
  - (a) a code;
  - (b) a telephone number; and
  - (c) an electronic device,
  - supplied by the Body Corporate.

#### 25.3 Occupiers must:

- (a) use their best endeavours to maintain the confidentiality of such code, number or device by limiting the number of times and circumstances in which they are made available to persons who are not Occupiers or regular invitees;
- (b) not possess more electronic devices than are reasonably necessary for their particular circumstances:
- (c) exercise caution when entering or leaving the Scheme Land by the security gates to ensure the gate does not close prematurely; and
- (d) avoid tailgating in all circumstances.

25.4 In the event of a malfunctioning of a security gate or other security equipment, an Occupier must promptly advise the Body Corporate.

#### Part 4 - Vehicles

#### 26. Vehicles

- 26.1 An Occupier must not, without the written consent of the Body Corporate:
  - (a) drive a Heavy Vehicle or allow a Heavy Vehicle to be driven on the common property;
  - (b) park a Vehicle, or allow a Vehicle to stand, on the common property (other than in an exclusive use area or driveway allocated to the Occupier's lot);
  - (c) permit an invitee to park a Vehicle, or allow a Vehicle to stand, on the common property (other than in a designated visitor car parking space or driveway allocated to an Occupier's lot); and
  - (d) park or stand any Vehicle in any areas not set aside for visitor car parking.
- 26.2 Parking of a Vehicle on a driveway of an Owner's lot must be of a temporary nature and the Vehicle must not obstruct use of the adjoining road.
- 26.3 An Occupier must ensure that Vehicles parked within the Scheme Land are clean, roadworthy and are registered under an Australian State law.
- 26.4 An Occupier driving a Vehicle on roads on the Scheme Land must:
  - (a) be the holder of a current licence to drive a motor vehicle on a public road in Australia; and
  - (b) drive as if the Queensland Road Rules applied to those roads.
- 26.5 Any approval given under this by-law must state the period for which it is given and may be withdrawn at any time during that period by the secretary of the body corporate giving 7 days written notice to the Occupier.

#### 27. Visitor car parking

Subject to any law to the contrary, visitor car parking areas are for casual short-term parking of Vehicles by visitors according to the following rules:

- (a) a maximum limit of 4 hours shall apply between 9.00am and 9.00pm each day;
- (b) subject to the prior approval of the Manager, Vehicles parked after 9.00pm on any day may remain overnight if they are removed before 9.00am on the following day; and
- (c) Occupiers must use their best endeavours to ensure that their invitees comply with these rules.

#### 28. Removal of Vehicles

Subject to any applicable law, the Body Corporate is empowered to remove Vehicles parked on common property contrary to the by-laws by towing or other means and to recover any expenses recoverable by law.

#### Part 5 - Use of Lots

#### 29. Use of lots generally

- 29.1 Without limitation, an Occupier must not use a lot for an illegal purpose or for a purpose which is likely to bring the Scheme into disrepute or cause offence or embarrassment to others.
- 29.2 The Occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

#### 30. Permitted use of lots

Subject to applicable law, an Occupier of a lot may only use their lots for residential purposes.

#### 31. Notification of change of use or occupation

- 31.1 An Occupier must notify the Body Corporate if the existing use of the lot is to be changed.
- 31.2 Without limiting sub-paragraph (1) of this by-law, the following changes of use must be notified:
  - (a) a change that may affect the insurance premiums for the Scheme; and
  - (b) a change from normal residential use to use for short term or holiday letting; and
  - (c) offering of the lot, or part of the lot, for casual or short-term occupation on an accommodation sharing web site, such as Airbnb.
- 31.3 The notice required by paragraph (1) of this by-law must be given in writing at least 21 days before the change occurs or a lease, sub-lease or licence commences.

#### 32. Structural and other alterations or additions

- 32.1 An Occupier must not renovate a lot without first giving the Body Corporate written notice of their intention to do so.
- 32.2 An Occupier must not, without the written consent of the Body Corporate:
  - (a) make any structural alterations or additions to the lot (including the enclosure of or building on a balcony or outdoor area); and
  - (b) install on a balcony or outdoor area any air conditioning system, retractable shading device, electronic device, antenna, satellite dish or anything similar.

#### 33. Auction Sales

- 33.1 An Owner must not permit any auction sale to be conducted or to take place in their lot without the prior written consent of the Committee.
- 33.2 This by-law does not apply to the Original Owner.

#### Part 6 - Other matters

#### 34. Original Owner exemption

While the Original Owner is the owner of any lot in the Scheme it may:

- (a) use any such lot for display purposes;
- (b) allow prospective buyers of any lot to inspect such display lot; and
- (c) may use such signs, advertising or display material in or about the display lot and common property as it thinks fit.

#### 35. Rights of the Original Owner

- 35.1 This by-law applies as long as the Original Owner remains an Owner.
- 35.2 Nothing in these by-laws prevents the Original Owner from:
  - (a) passing over the common property (with other people authorised by it and with vehicles and machinery);
  - (b) carrying out construction work on the Scheme Land as necessary to complete the development of the Scheme Land (including digging the Scheme Land and interfering with utility infrastructure so long as any damage or interruption is made good by the Original Owner as soon as reasonably practicable at the cost of the Original Owner);
  - (c) using any lot in the Scheme for display purposes;
  - (d) temporarily closing off parts of the common property; and
  - (e) placing a reasonable number of signs or advertising or display material on or about the Scheme Land for the sale or letting of lots in the Scheme.
- 35.3 The Original Owner must use reasonable endeavours to prevent undue interference with other Occupiers' enjoyment of their lots and of the common property.
- 35.4 The Body Corporate and any Occupier will not object to the noise, nuisance or other inconvenience which might arise from the Original Owner exercising its rights under this by-law.
- 35.5 While any construction or building operations are occurring on the Scheme Land, Occupiers and their invitees must comply with the reasonable directions of the Original Owner (and persons authorised by it) in particular, Occupiers must comply with any altered traffic (vehicle and pedestrian) flow directions.

#### 36. Bulk purchase of utility services

- 36.1 Subject to compliance with the law, the Body Corporate may, at its option, enter an arrangement with a supplier for the bulk supply of a Utility Service to the Body Corporate for on-supply to the lots or to the lots and Common Property.
- 36.2 The Body Corporate may on-supply the Utility Service to Occupiers either:
  - (a) free of charge; or
  - (b) for a fee, tariff or other charge on a not-for-profit basis.
- 36.3 If the Body Corporate enters an arrangement under sub-paragraph 36.1 of this by-law, Occupiers may, at their option, acquire the supply of the relevant Utility Service from the Body Corporate.
- 36.4 If the Body Corporate imposes a fee, tariff or other charge for the on-supply of a Utility Service it may do so, wholly or partly, based on usage.
- 36.5 The fee, tariff or other charge relating to the on-supply of a Utility Service by the Body Corporate may (subject to the law) be imposed:
  - (a) on a post-paid basis (with or without a security deposit) and included as a sundry charge on notices levying contributions under the Act; or
  - (b) on a pre-paid basis.

- 36.6 For determining a lot's usage of an on-supplied Utility Service, the Body Corporate may install meters to measure usage.
- 36.7 The terms on which the Body Corporate on-supplies a Utility Service to an Occupier may be:
  - (a) set out in a written supply agreement between the Body Corporate and the Occupier; or
  - (b) set by the Body Corporate as a condition of use of the Utility Service, in which event use of the Utility Service by an Occupier shall constitute an agreement containing those terms.
- 36.8 The consideration for an agreement formed under sub-paragraph 36.7 of this by-law shall be the on-supply by the Body Corporate of the Utility Service.
- 36.9 An Occupier who is a party to an agreement formed under sub-paragraph 36.7 of this by-law must comply with the terms of the agreement, including without limitation any terms requiring the payment of money.
- 36.10 Any money payable pursuant to an agreement formed under sub-paragraph 36.7 of this by-law shall be recoverable by the Body Corporate as a debt.
- 36.11 If there is a change in Occupier of a lot with whom an on-supply agreement is in place under this Part, the outgoing Occupier must pay all money payable pursuant to the agreement to the date they vacate and the incoming Occupier will need to enter a new on-supply agreement with the Body Corporate.
- 36.12 An on-supply agreement under this Part shall be managed by such person or entity appointed from time to time by the Body Corporate.
- 36.13 All enquiries regarding connections, disconnections and charges shall be directed to the manager appointed under sub-paragraph 36.12 of this by-law.
- 36.14 The Body Corporate may, upon 60 days' notice in writing to an Occupier who is a party to an on-supply agreement under this Part, terminate the on-supply.
- 36.15 The Body Corporate will have no obligation to continue an on-supply of a Utility Service under this Part if the bulk supplier to the Body Corporate discontinues the supply for any reason.
- 36.16 The Body Corporate shall not be responsible for any loss, cost or damage which an Occupier may suffer because of a supply or failure of supply of a Utility Service under this Part.
- 36.17 The Body Corporate shall not be responsible for the accuracy or correct operation of any meter used to measure an on-supply of a Utility Service.
- 36.18 An Occupier who is receiving an on-supply of electricity must ensure that any electrical installation (as defined in the *Electricity Act 1994*) is maintained free of any defect which is likely to cause a fire or electrical shock.
- 36.19 For ensuring the efficient and constant supply of electricity, the Body Corporate may limit such supply or impose restrictions in such manner and to such extent as it considers necessary, in relation to the use of electrical equipment (as defined in the *Electricity Act 1994*), including the prohibition of the use of specified articles.

#### 37. Exclusive Use

Grant of exclusive use

- 37.1 An Occupier has the exclusive use of that part of the common property identified next to that Owner's lot number as set out in Schedule E to this CMS (Exclusive Use Area).
- 37.2 Each Exclusive Use Area may only be used for the purpose, and on the conditions, set out in this by-law.

Courtyard

- 37.3 The following conditions apply to the use of the Exclusive Use Area marked as "Courtyard" in Schedule E:
  - (a) they must be kept in a clean and tidy condition;
  - (b) they may only be used as a courtyard for residential purposes;
  - (c) any gardens or lawns within the area must be maintained to a high standard and plantings must be appropriate to the size of the area and nature of the Scheme; and
  - (d) they must not be used so as to create a nuisance or disturbance to other Occupiers.

Carpark

- 37.4 The following conditions apply to the use of the Exclusive Use Area marked as "Carpark" in Schedule E:
  - (a) they must be kept in a clean and tidy condition;
  - (b) they may only be used as a carpark for residential purposes; and
  - (c) they must not be used so as to create a nuisance or disturbance to other Occupiers.

Allocation of Exclusive Use Area

- 37.5 The Original Owner is authorised to allocate part of the common property for the exclusive use of Owners specified in a written notice to the Body Corporate (Allocation Notice).
- 37.6 The Allocation Notice must identify the area of the common property subject to the exclusive use.
- 37.7 When the allocations are made they will be identified in Schedule E to this CMS and this by-law will apply to those allocations.

General

- 37.8 Owners may not lease or license their rights to another person in respect of an Exclusive Use Area.
- 37.9 Owners must allow the Body Corporate, Committee, and any of their agents, access to the Exclusive Use Area at reasonable times to carry out any proper purpose.

- 37.10 If the Occupier does not carry out the responsibilities in accordance with this by-law, then the Body Corporate, and persons authorised by it, may enter upon the Exclusive Use Area to carry out the Occupier's responsibilities.
- 37.11 The Occupier will then be liable for the costs incurred by the Body Corporate in that regard. Such costs must be paid by the Occupier on the Body Corporate's demand.

## Part 7 - Rules of interpretation

#### 38. Dictionary

In these by-laws the following meanings apply unless the context in which the words are used requires another interpretation:

- (a) Act means the Body Corporate and Community Management Act 1997, as amended or replaced from time to time;
- (b) Agreement means one or more agreements under which a caretaking service provider is appointed by the Body Corporate for the Scheme Land;
- (c) Body Corporate means the body corporate for the Scheme;
- (d) **Body Corporate Committee** or **Committee** means the committee of the Body Corporate within the meaning of the Act;
- (e) CMS means this community management statement;
- (f) Hazardous Materials means materials which have explosive, flammable, poisonous, corrosive, toxic, eco-toxic or infectious characteristics;
- (g) Heavy Vehicle means a motor vehicle in excess of three tonnes weight loaded and includes, irrespective of their weight, mobile homes, camper vans, watercraft, lengthy trailers and motor homes;
- (h) Letting Agent means the entity or person authorised by the Body Corporate to conduct a letting agent business for the Scheme;
- (i) Letting Authorisation Agreement means one or more agreements under which a Letting Agent is appointed by the Body Corporate for the Scheme Land;
- (j) Manager means the on-site manager engaged by the Body Corporate from time to time as a caretaking service contractor for the Scheme;
- (k) Module means the regulation module set out in Item 2 of this CMS, as amended or replaced from time to time, or such other regulation module which may apply to the Scheme;
- (I) Occupier includes:
  - (i) an Owner residing in or occupying a lot;
  - (ii) any other person residing in or occupying a lot;
  - (iii) a person who is staying in a lot on an overnight or temporary basis; and
  - (iv) a non-resident or non-occupying Owner where the by-law can reasonably apply to the Owner;
- (m) Original Owner means the original owner as defined under the Act;
- (n) **Owner** means the registered owner of a lot within the Scheme;
- (o) Scheme means the community titles scheme to which the CMS relates;
- (p) Scheme Land means all or any part of the lots and common property within the Scheme; and
- (q) **Vehicle** means any motor vehicle including, without limitation, a motorbike, but excludes a Heavy Vehicle.

#### 39. Interpretation

- 39.1 In these by-laws:
  - (a) headings are for convenience only and do not affect interpretation; and
  - (b) the words "approved signage" mean signage, the content and display of which have been approved by the Committee.
- 39.2 Unless the context indicates a contrary intention, these general rules of interpretation apply in these by-laws:
  - (a) words and phrases defined in the Act or Module have the meanings so defined, unless they are otherwise defined, or their meanings varied, in by-law 2;
  - (b) an obligation or a liability assumed by, or a right conferred on, 2 or more persons binds or benefits them jointly and severally;
  - (c) **person** includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
  - (d) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation;
  - (e) a reference to a document (including this document) is to that document as varied, novated, ratified or replaced from time to time;
  - a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, reenactments and replacements;
  - (g) a word importing the singular includes the plural (an vice versa), and a word indicating a gender includes every other gender;
  - (h) a reference to a party, by-law, schedule, exhibit, attachment or annexure is a reference to a party, by-law, schedule, exhibit, attachment or annexure to or of this CMS, and a reference to this CMS includes all schedules, exhibits, attachments and annexures to it;
  - (i) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning; and
  - (j) includes in any form is not a word of limitation.

#### 40. Consents

Unless otherwise provided, any consent required to be given under these by-laws may be given:

- (a) by the Committee; and
- (b) with or without conditions.

#### 41. Severance

If any of these by-laws are for any reason unenforceable in whole or in part, the offending by-law or part shall for all purposes be severed and the remaining by-laws or parts shall continue to have full force and effect.

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

- 1. The locations of service easements are shown on the Service Location Diagram which is annexed and marked **Annexure A**.
- 2. The lots and common property affected or proposed to be affected by statutory easements are shown in the following table and the location of utility infrastructure is shown on the Service Location Diagram:

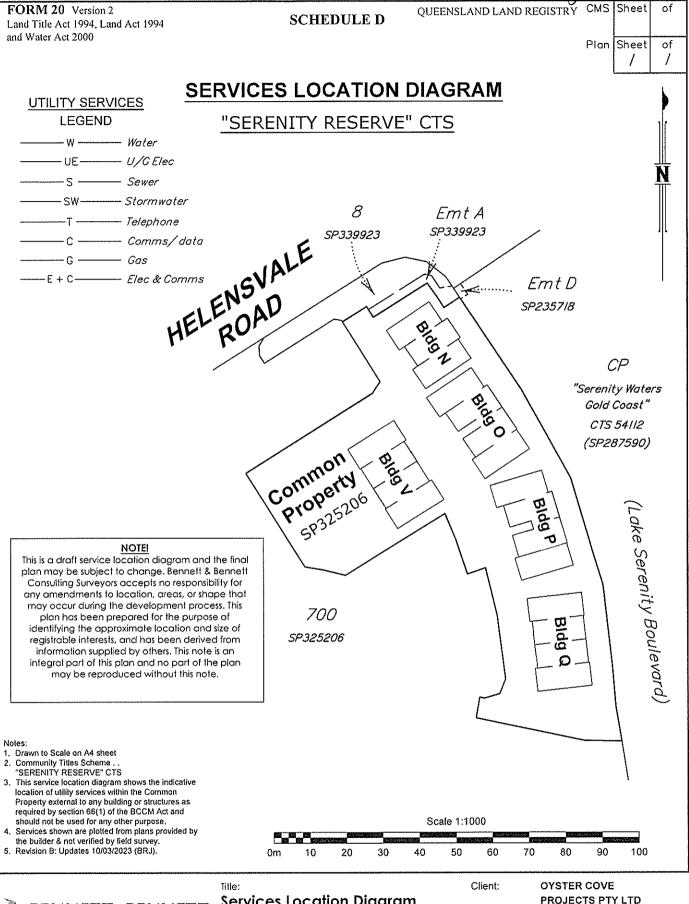
Type of Statutory Easement	Lots Affected
EASEMENTS FOR LATERAL AND	ALL LOTS AND COMMON
SUBJACENT SUPPORT	PROPERTY
EASEMENTS FOR UTILITY	ALL LOTS AND COMMON
SERVICES	PROPERTY
EASEMENTS FOR UTILITY	ALL LOTS AND COMMON
INFRASTRUCTURE	PROPERTY
EASEMENTS FOR SHELTER	ALL LOTS AND COMMON
	PROPERTY

Pro	Property Notifications		
Α	No flood free access/egress  Owners and intended purchasers are advised the property does not have flood free access/egress during extreme flood events. Refer to Council of the City of Gold Coast's Decision Notice (MCU/2020/362). A copy of Council's Decision Notice is available for viewing on Council's website <a href="https://www.goldcoastcity.com.au/pdonline">www.goldcoastcity.com.au/pdonline</a>		
В	Environmental Covenant  A statutory environmental protection covenant for the purpose of protecting flora, fauna and habitat is registered (under the Land Title Act 1994) on the title of the lot/s.		
	There are development approval conditions applicable in relation to the establishment and management of the covenant area. All property owner(s) must ensure compliance with the approved Covenant Management Plan and relevant conditions of approval. Refer to Council of the City of Gold Coast's Decision Notice (MCU/2020/362). A copy of Council's Decision Notice is available for viewing on Council's website <a href="https://www.goldcoastcity.com.au/pdonline">www.goldcoastcity.com.au/pdonline</a>		

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

Lot on Plan	Exclusive Use Area	Use
38 ON SP325206	E38	Courtyard
39 ON SP325206	E39	Courtyard
40 ON SP325206	E40	Courtyard
41 ON SP325206	E41	Courtyard
42 ON SP325206	E42	Courtyard
43 ON SP325206	E43	Courtyard
44 ON SP325206	E44	Courtyard
45 ON SP325206	E45	Courtyard
46 ON SP325206	E46	Courtyard
47 ON SP325206	E47	Courtyard
48 ON SP325206	E48	Courtyard
49 ON SP325206	E49	Courtyard
50 ON SP325206	E50	Courtyard
51 ON SP325206	E51	Courtyard
52 ON SP325206	E52	Courtyard
66 ON SP325206	E66	Courtyard
67 ON SP325206	E67	Courtyard
68 ON SP325206	E68	Courtyard

69 ON SP325206	E69	Courtyard		
Plans for Exclusive Use of common property in "Serenity Reserve" identified as Annexure B are				
attached				





PO Box 5021, GCMC QLD 9726 Ph; (07) 5631 8000 mail@bennettandbennett.ccm au

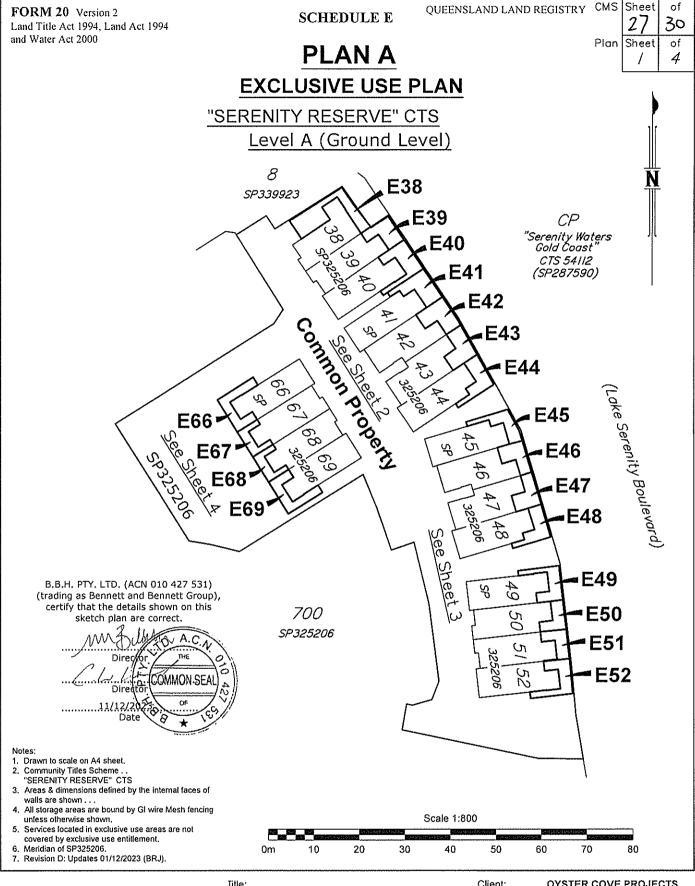
Surveying, Town Planning & Spatial Services GOLD COAST | BRISBANE | SUNSHINE COAST | NORTHERN RIVERS

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## Services Location Diagram

in the Common Property on SP325206 of "Serenity Reserve" CTS

	PROJECTS PTY LTD		
Locality:	HELENSVALE		
Local Gov:	GCCC	Prepared By:	BRJ
Surveyed By:		Approved;	SWM
Date Created:	24/02/2023	Scale:	1:1000
Comp File:	191717.project		
Plan No:	191717 12	0 SLD	





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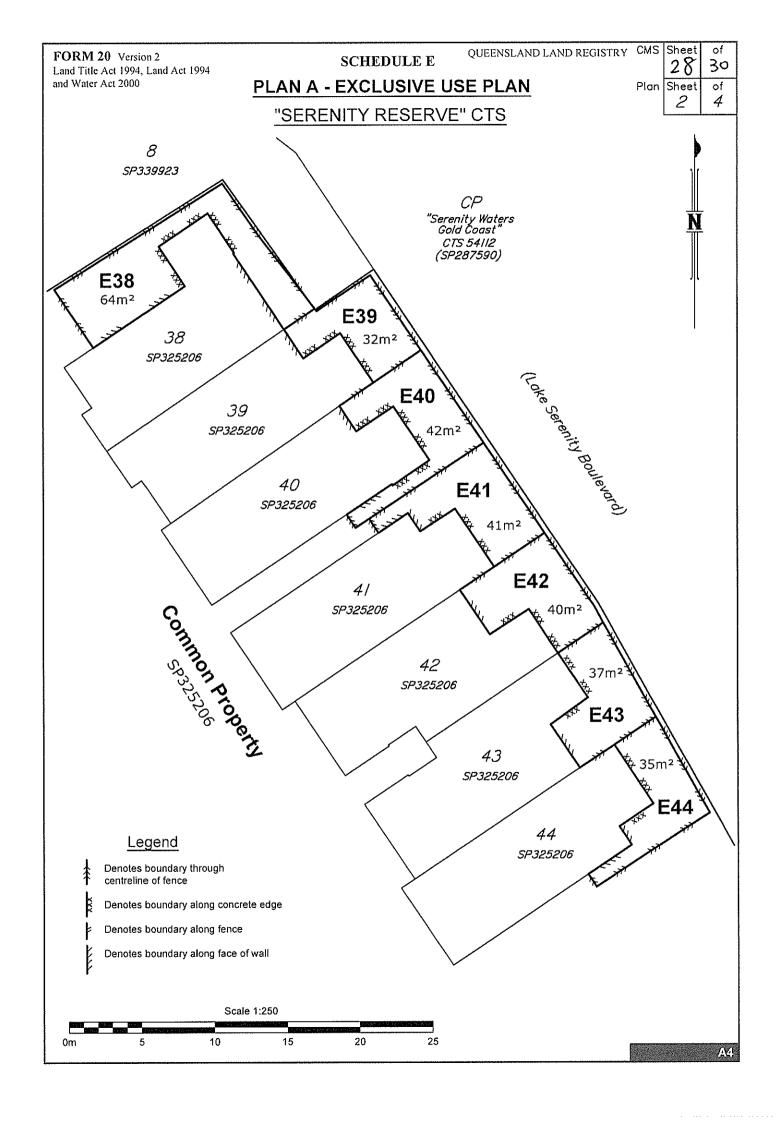
Surveying, Town Planning & Spatial Services GOLD COAST | BRISBANE | SUNSHINE COAST | NORTHERN RIVERS

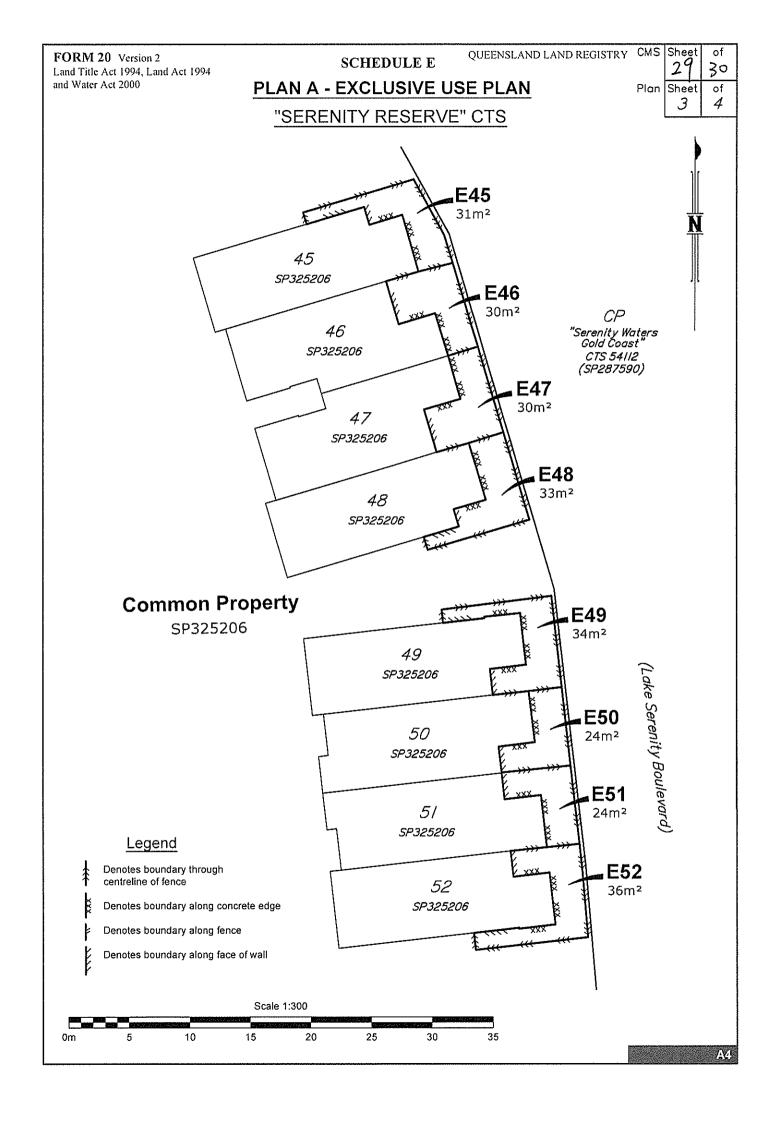
www.bennettandbennett.com.au

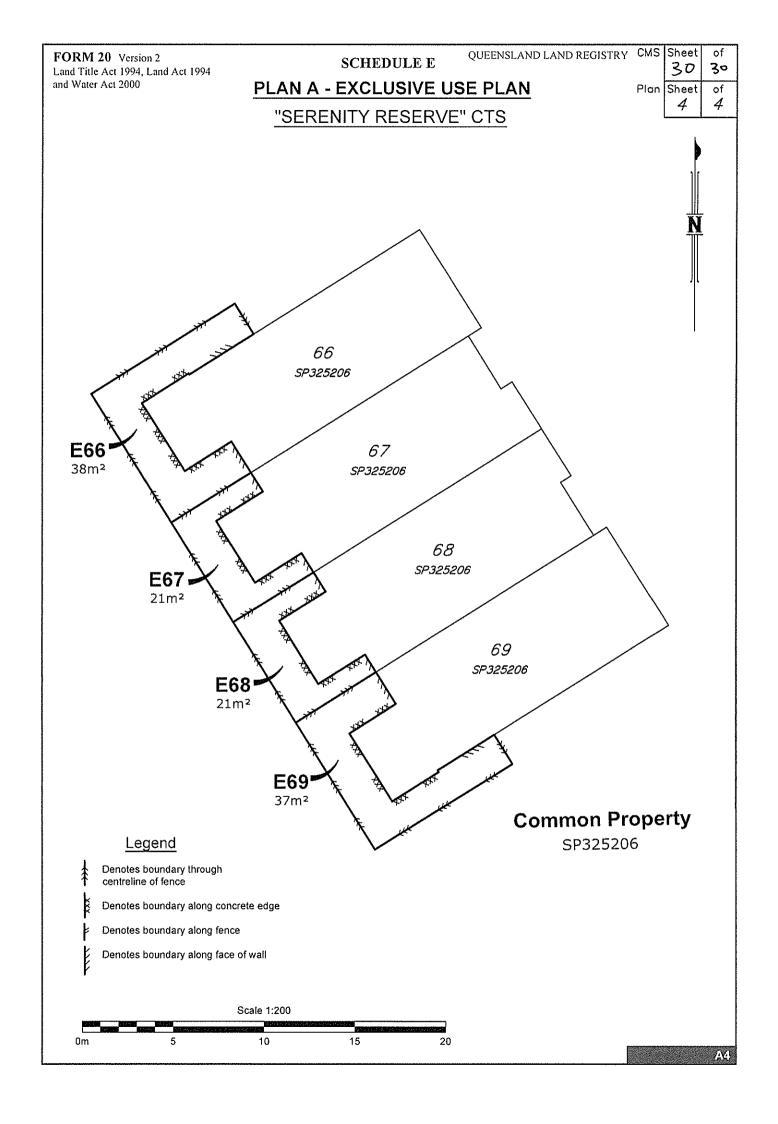
#### Plan of Exclusive Use Areas E38-E52 & E66-E69

in part of the Common Property on Level A (Ground Level) on SP325206 "SERENITY RESERVE" CTS

Client:	OYSTER COVE PROJECTS		
	PTY LTD		
Locality:	HELENSVAL	E	
Local Gov:	GCCC	Prepared By:	BRJ
Surveyed By:	JS	Approved;	SWM
Date Created:	10/03/2021	Scale:	1:800
Comp File:	191717.project		
Plan No:	191717_088_EXC		







#### Title Reference [51340244]

#### Statement about alteration or minor correction to Land Registry Form

Form being altered or corrected: FORM 14, FIRST CMS

Name of authorised person or solicitor: TSUNG-HAN KEVIN PAI

Name of authorised person's firm or employer (legal practice, commercial lender or settlement agency): BUGDEN ALLEN GRAHAM LAWYERS PTY LTD

Item/s being altered or corrected: FORM 14 - ITEM 3 AND 5; FIRST CMS - ITEM 4 AND ITEM 5

Details of alteration or minor correction: FORM 14 - ITEM 3: DELETE 'AS TRUSTEE FOR THE OYSTER COVE PROJECTS UNIT TRUST'; INSERT 'TRUSTEE UNDER INSTRUMENT 719898009'; ITEM 5: DELETE 'AS TRUSTEE FOR THE OYSTER COVE PROJECTS UNIT TRUST'; INSERT 'TRUSTEE UNDER INSTRUMENT 719898009'.

FIRST CMS - ITEM 4: INSERT 'LOT 700 ON SP325206'; ITEM 5: DELETE 'AS TRUSTEE FOR THE OYSTER COVE PROJECTS UNIT TRUST'; INSERT 'TRUSTEE UNDER INSTRUMENT 719898009'. SCHEDULE A: DELETE 'S325206' INSERT 'SP325206' FOR LOT ON PLAN 700.

Party represented (where signed by solicitor): OYSTER COVE PROJECTS PTY LTD ACN 636 456 972 TRUSTEE UNDER INSTRUMENT 719898009

TSUNG-HAN KEVIN PAI

SOLICITOR
BRISBANE

Name of authorised person or solicitor:

Name of authorised person's firm or employer (legal practice, commercial lender or settlement agency):

Item/s being altered or corrected:

Details of alteration or minor correction:

Party represented (where signed by solicitor):

#### PLANNING BODY COMMUNITY MANAGEMENT STATEMENT NOTATION

FORM 18C Version 1

Angela Clare Davis
Authorising Officer

Page 1 of 1

name of planning body

Planning Body Reference Number: SUR/2023/380

**Privacy Statement** 

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