



# 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 **David Paul Phillips and Stephanie Joy Phillips**

Property address  
(referred to as the  
“property” in this  
statement)

**26 KIRRAMA WAY, NORTH MALENY QLD 4552**

Lot on plan description

**11/SP288178**

Community titles scheme  
or BUGTA scheme:

**Yes**

*If Yes, refer to Part 6 of this statement  
for additional information*

**No**

*If No, please disregard Part 6 of this statement  
as it does not need to be completed*

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

### Title details

#### The seller gives or has given the buyer the following—

A title search for the property issued under the *Land Title Act 1994* showing interests registered under that Act for the property.

**Yes**

A copy of the plan of survey registered for the property.

**Yes**

<b>Registered encumbrances</b>	<p>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.</p> <p>You should seek legal advice about your rights and obligations before signing the contract.</p>
<b>Unregistered encumbrances (excluding statutory encumbrances)</b>	<p>There are encumbrances not registered on the title that will continue to affect the property after <b>settlement</b>.</p> <p><b>Note</b>—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 <b>NOT</b> required to be disclosed.</p>
	<p><b>Unregistered lease (if applicable)</b></p> <p>If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows:</p> <ul style="list-style-type: none"> <li>» the start and end day of the term of the lease:</li> <li>» the amount of rent and bond payable:</li> <li>» whether the lease has an option to renew:</li> </ul>
	<p><b>Other unregistered agreement in writing (if applicable)</b></p> <p>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.</p> <p><b>Unregistered oral agreement (if applicable)</b></p> <p>If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows:</p>
<b>Statutory encumbrances</b>	<p>There are statutory encumbrances that affect the property. <input type="checkbox"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b></p> <p><i>If Yes, the details of any statutory encumbrances are as follows:</i></p>
<b>Residential tenancy or rooming accommodation agreement</b>	<p>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.</p> <p>If <b>Yes</b>, 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>)</p> <p><b>Note</b>—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.</p> <p>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.</p>

## 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.

<b>Zoning</b>	<p>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 1993; the State Development and Public Works Organisation Act 1971 or the Sanctuary Cove Resort Act 1985, as applicable</i>):</p> <p style="border: 1px solid black; padding: 5px;">Sunshine Coast Planning Scheme 2014 Rural Residential Zone</p>
<b>Transport proposals and resumptions</b>	<p>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.</p> <p>The lot is affected by a notice of intention to resume the property or any part of the property.</p> <p><i>If Yes, a copy of the notice, order, proposal or correspondence must be given by the seller.</i></p>
<b>Contamination and environmental protection</b>	<p>The property is recorded on the Environmental Management Register or the Contaminated Land Register under the <i>Environmental Protection Act 1994</i>.</p> <p><b>The following notices are, or have been, given:</b></p> <p>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).</p> <p>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).</p> <p>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).</p>
<b>Trees</b>	<p>There is a tree order or application under the <i>Neighbourhood Disputes (Dividing Fences and Trees) Act 2011</i> affecting the property.</p> <p><i>If Yes, a copy of the order or application must be given by the seller.</i></p>
<b>Heritage</b>	<p>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).</p>
<b>Flooding</b>	<p>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 enquiries. Flood information for the property may also be available at the <a href="#">FloodCheck Queensland</a> portal or the <a href="#">Australian Flood Risk Information</a> portal.</p>
<b>Vegetation, habitats and protected plants</b>	<p>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.</p>

## Part 4 – Buildings and structures

**WARNING TO BUYER** – The seller does not warrant the structural soundness of the buildings or improvements on the property, or that the buildings on the property have the required approval, or that there is no pest infestation affecting the property. You should engage a licensed building inspector or an appropriately qualified engineer, builder or pest inspector to inspect the property and provide a report and also undertake searches to determine whether buildings and improvements on the property have the required approvals.

<b>Swimming pool</b>	<p>There is a relevant pool for the property.</p> <p>If a community titles scheme or a BUGTA scheme – a shared pool is located in the scheme.</p> <p>Pool compliance certificate is given.</p> <p>OR</p> <p>Notice of no pool safety certificate is given.</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Unlicensed building work under owner builder permit</b>	<p>Building work was carried out on the property under an owner builder permit in the last 6 years.</p> <p><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></p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Notices and orders</b>	<p>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.</p> <p>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.</p> <p><i>If Yes, a copy of the notice or order must be given by the seller.</i></p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Building Energy Efficiency Certificate</b>	If the property is a commercial office building of more than 1,000m <sup>2</sup> , a Building Energy Efficiency Certificate is available on the Building Energy Efficiency Register.	
<b>Asbestos</b>	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 ( <a href="http://asbestos.qld.gov.au">asbestos.qld.gov.au</a> ) including common locations of asbestos and other practical guidance for homeowners.	

## 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.

<b>Rates</b>	<b>Whichever of the following applies—</b>
<p>The total amount payable* for all rates and charges (without any discount) for the property as stated in the most recent rate notice is:</p> <p>Amount: <input type="text" value="\$1202.11"/> Date Range: <input type="text" value="01/01/26-30/06/26"/></p> <p>OR</p> <p>The property is currently a rates exempt lot.** <input type="checkbox"/></p> <p>OR</p> <p>The property is not rates exempt but no separate assessment of rates <input type="checkbox"/> is issued by a local government for the property.</p>	

\*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*.

<b>Water</b>	<b>Whichever of the following applies—</b>
<p>The total amount payable as charges for water services for the property as indicated in the most recent water services notice* is:</p> <p>Amount: <input type="text"/> Date Range: <input type="text"/></p> <p>OR</p> <p>There is no separate water services notice issued for the lot; however, an estimate of the total amount payable for water services is:</p> <p>Amount: <input type="text"/> Date Range: <input type="text"/></p>	

\* 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.**

<b>Body Corporate and Community Management Act 1997</b>	<b>The property is included in a community titles scheme.</b> (If Yes, complete the information below)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<b>Community Management Statement</b>	<p>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.</p> <p><b>Note</b>—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.</p>	<input checked="" type="checkbox"/> Yes	
<b>Body Corporate Certificate</b>	<p>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.</p> <p><i>If No</i>—An explanatory statement is given to the buyer that states:</p> <ul style="list-style-type: none"> <li>» a copy of a body corporate certificate for the lot is not attached; and</li> <li>» 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.</li> </ul>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<b>Statutory Warranties</b>	<b>Statutory Warranties</b> —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.		

<b>Building Units and Group Titles Act 1980</b>	<b>The property is included in a BUGTA scheme</b> (If Yes, complete the information below)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<b>Body Corporate Certificate</b>	<p>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.</p> <p><i>If No</i>—An explanatory statement is given to the buyer that states:</p> <ul style="list-style-type: none"> <li>» a copy of a body corporate certificate for the lot is not attached; and</li> <li>» 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.</li> </ul> <p><b>Note</b>—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.</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No

## Signatures - SELLER

Signed by:



6C3C16F0ABBC445...

Signature of seller

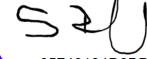
**David Paul Phillips**

Name of Seller

5/2/2026

Date

Signed by:



65740134D8BD45A...

Signature of seller

**Stephanie Joy Phillips**

Name of Seller

5/2/2026

Date

## Signatures - BUYER

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

Signature of buyer

Signature of buyer

Name of buyer

Name of buyer

Date

Date



## Current Title Search

Queensland Titles Registry Pty Ltd  
ABN 23 648 568 101

Title Reference:	51248913	Search Date:	04/02/2026 16:41
Date Title Created:	08/04/2021	Request No:	54936181
Previous Title:	51203828		

### ESTATE AND LAND

Estate in Fee Simple

LOT 11 SURVEY PLAN 288178  
Local Government: SUNSHINE COAST  
COMMUNITY MANAGEMENT STATEMENT 53170

### REGISTERED OWNER

Dealing No: 720742293 22/04/2021

DAVID PAUL PHILLIPS  
STEPHANIE JOY PHILLIPS JOINT TENANTS

### EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by  
Deed of Grant No. 11075187 (POR 1262)
2. MORTGAGE No 722491178 23/05/2023 at 11:34  
WESTPAC BANKING CORPORATION A.C.N. 007 457 141

### ADMINISTRATIVE ADVICES

Dealing	Type	Lodgement Date	Status
714482218	VEG NOTICE VEGETATION MANAGEMENT ACT 1999	25/05/2012 09:38	CURRENT

### UNREGISTERED DEALINGS

NIL

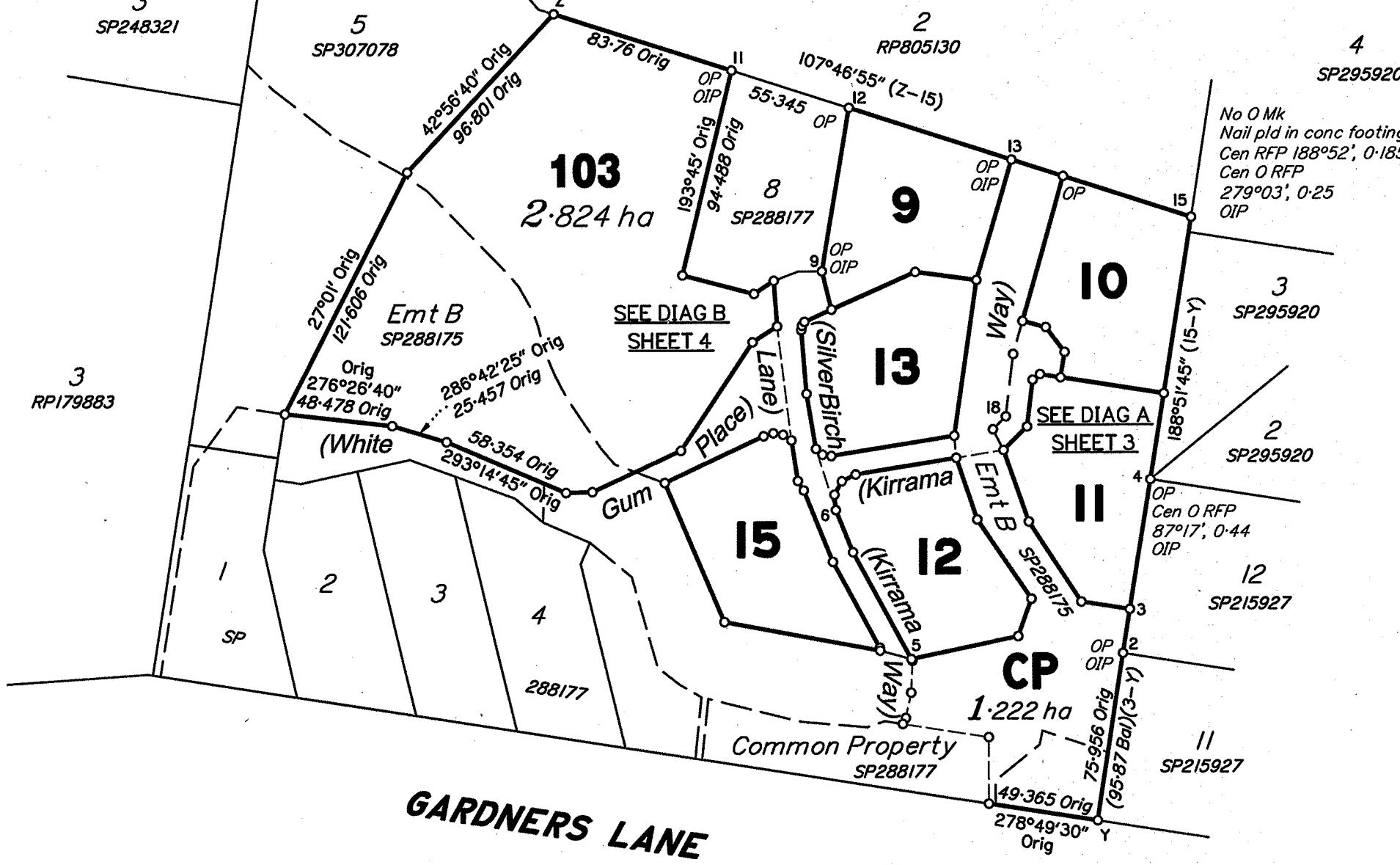
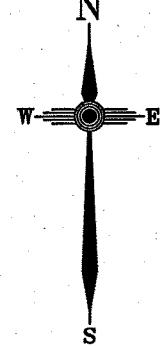
Caution - Charges do not necessarily appear in order of priority

\*\* End of Current Title Search \*\*

A hand-drawn map on a white background. A horizontal line represents a road, with the word "ROAD" written vertically above it. A vertical line extends upwards from the road. A diagonal line extends from the intersection of the road and vertical line upwards and to the right. The word "BURGUM" is written in large, bold, capital letters on the left side of the road. In the bottom right corner, there is a small cluster of lines forming a triangular shape. A dotted line extends from the top of this triangle to the right. The text "Emt A" is written above the dotted line, and "RP805130" is written below it. The number "2" is written below the road line, and the code "SP248321" is written below the number "2".

## REFERENCE MARKS

STN	TO	BEARING	DIST	ORIGIN
2	OIP	53°30'15"	0.959	4/SP215927
3	OIP	298°44'10"	7.863	15/SP288175
4	OIP	192°52'15"	1.3	7/SP197759
5	OIP	239°14'	1.043	26/SP288175
5	Screw in Kerb	188°17'45"	15.405	
6	Screw in Kerb	0°09'15"	13.98	
7	Screw in Conc	199°14'30"	8.257	
8	Screw in Conc	312°13'	13.86	
9	OIP	226°01'	1.022	11/SP288177
11	OIP	169°22'	2.715	8a/SP288177
13	OIP	163°15'	2.179	10/SP288175
15	OIP	237°29'	2.766	11/SP288175
16	Screw in Kerb	264°37'30"	9.736	
17	OIP	116°08'	1.447	27/SP288175
17	Screw in Kerb	297°20'	2.91	
18	OIP	94°04'	1.193	28/SP288175
20	Screw in Kerb	148°47'45"	11.755	



*Peg placed at all new corners unless stated otherwise.*

*Original Information compiled from  
SP288177 in the Department of  
Natural Resources, Mines and Energy*

### Reinstatement Report

*This survey follows the reinstatement shown on SP288175 & SP288177. Dimensions agree with these plans.*

Scale 1:2500 - Lengths are in Metres.

**LAND SURVEYING DYNAMICS (LSD) PTY LTD ACN 154 593 870**  
hereby certify that the land comprised in this plan was surveyed by  
the corporation, by David Joseph Bakker, Registered Surveying  
Associate, for whose work the corporation accepts responsibility,  
under the supervision of Lee Summers, Cadastral Surveyor, and  
that the plan is accurate, that the said survey was performed in  
accordance with the Survey and Mapping Infrastructure Act 2003  
and Surveyors Act 2003 and associated Regulations and Standards  
and that the said survey was completed on 2/07/2020.

State copyright reserved.

1:2500

Format: **STANDARD**

*Plan of Lots 9-13, 15 &  
103 and Common Property*

*Cancelling Lot 102 on SP288177*

**LOCAL GOVERNMENT: REGIONAL COUNCIL SUNSHINE COAST**

Meridian: *MGA Zone 56 Vide SP288175*

F/N's: NO

A standard linear barcode is located at the top of the page, consisting of vertical black lines of varying widths on a white background.

720673372

EF 400 \$1,111.00  
23/03/2021 14:55:37WARNING : Folded or Mutilated Plans will not be accepted.  
Plans may be rolled.  
Information may not be placed in the outer margins.4. Lodged by  
Altitude Conveyancing  
PO Box 653, Maleny, Qld. 4552  
Ph: 0408 737 185  
E: md@altitudeconveyancing.com.au

(Include address, phone number, reference, and Lodger Code)

Existing		Created		
Title Reference	Description	New Lots	Road	Secondary Interests
51203828	Lot 102 on SP288177	9-13, 15, 103 & Common Property	-	-

## ENCUMBRANCE EASEMENT ALLOCATIONS

Easement	Lots to be Encumbered
717894682 (Emt B on SP288175)	103 & CP

## ADMINISTRATIVE ADVICE ALLOCATIONS

Administrative Advice	Lots to be Encumbered
714482218	9-13, 15, 103 & CP

Development Approval Date: 12/02/2014

## 6. Building Format Plans only.

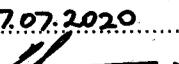
I certify that:  
 \* As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or road;  
 \* Part of the building shown on this plan encroaches onto adjoining \*lots and road

Cadastral Surveyor/Director\* Date  
\*delete words not required

## 7. Lodgement Fees:

Survey Deposit	\$.....
Lodgement	\$.....
New Titles	\$.....
Photocopy	\$.....
Postage	\$.....
TOTAL	\$.....

## 5. Passed &amp; Endorsed:

LAND SURVEYING DYNAMICS  
 By: (LSD) PTY LTD ACN 154 593 870  
 Date: 27.07.2020  
 Signed:   
 Designation: Liaison Officer

8. Insert  
Plan  
Number

SP288178

9-13, 15, 103 &amp; CP

Por 1262

Lots

Orig

## 2. Orig Grant Allocation:

## 3. References:

Dept File:

Local Govt: RECI2/0100.03 Pos 21/0029

Surveyor: 12272-2



## ADDITIONAL SHEET

DIAGRAM B

SCALE 1:800

8

SP288177

9

103

13

SEE DIAG A  
SHEET 3

15

12

5000 m<sup>2</sup>Emt B  
SP288175

CP

4  
SP28817743.875 Orig  
245°03' Orig67.939 Orig  
336°38'15" Orig

(White

Gum

58.39 Orig  
213°29'30" Orig73°30' Orig  
4.521 Orig64°43'10" Orig  
4.942 Orig98°46'30" Orig  
4.521 Orig170°55' Orig  
18.496 Orig148°02' Orig  
5.0 Orig172°49'30" Orig  
51.696 Orig13.18 Orig  
23.704 Orig175°49'30" Orig  
20.406 Orig10.592 Orig  
33.26 Orig56°39'30" Orig  
10.592 Orig104°34'10" Orig  
33.26 Orig(Silver  
Birch  
Common Property  
Place)

SP288177

(Kirrama  
(Kirrama

34.654 Orig

157°37'10" Orig

15°17'25" Orig  
43.904 Orig174°08' Orig  
1.353 Orig285°02'35" Orig  
14.571 Orig71.228 Orig  
280°30'10" Orig15°17'25" Orig  
43.904 Orig129°0'45" Orig  
11.572 Orig39.023 Orig  
278°49'45" Orig26°49'30" Orig  
3.053 Orig

0.203645

0.1205" Orig  
29.836 Orig

0.01205" Orig

Common Property  
SP288177

GARDNERS LANE

Scale 1:800 - Lengths are in Metres.

10 0 10 20 30 40 50 60 70 80 90 100 110  
50mm 100mm 150mm

State copyright reserved.

Insert  
Plan  
Number

SP288178

**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](http://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](http://www.qld.gov.au/searchofadjudicatorsorders).

**The information in this certificate is issued on 02/02/2026**

### **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**

**KIRRAMA PARK**

**CTS No. 53170**

### **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: Leo Cox**

**Company: Sunstate Strata Pty Ltd**

**Phone: 07 5450 5300**

**Email: [admin@sunstatestrata.com.au](mailto:admin@sunstatestrata.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: **11**

Plan type and number: **SP288177**

Plan of subdivision: **STANDARD 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](http://www.qld.gov.au/buyingbodycorporate).

**The regulation module that applies to this scheme is the:**

**Standard**

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

### Layered arrangements of community titles schemes

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

No

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

Date of Resolution	Lot Description	Conditions
--------------------	-----------------	------------

## Lot entitlements and financial information

### Lot entitlements

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

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

### Contribution schedule

Contribution schedule lot entitlement for the lot: **1**

Total contribution schedule lot entitlements for all lots: **14**

### Interest schedule

Interest schedule lot entitlement for the lot: **1**

Total interest schedule lot entitlements for all lots: **14**

### 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 **11** for the current financial year: \$ **5,714.30**

Number of instalments: **8** (outlined below)

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

Monthly penalty for overdue contributions (if applicable): **0.00** %

Period	Due date	Amount due	Amount due if discount applied	Paid
01/11/24 to 31/01/25	01/12/24	735.71	735.71	29/11/24
01/02/25 to 30/04/25	30/04/25	707.14	707.14	23/04/25
01/05/25 to 31/07/25	31/07/25	707.15	707.15	22/07/25
01/08/25 to 31/10/25	01/11/25	707.15	707.15	29/10/25
01/11/25 to 31/01/26	31/01/26	735.71	735.71	22/01/26
01/02/26 to 30/04/26	30/04/26	707.14	707.14	
01/05/26 to 31/07/26	31/07/26	707.15	707.15	
01/08/26 to 31/10/26	31/10/26	707.15	707.15	
Amount overdue				<b>Nil</b>
Amount Unpaid including amounts billed not yet due				<b>Nil</b>

### Sinking fund contributions

Total amount of contributions (before any discount) for lot **11** for the current financial year: \$ **1,528.59**

Number of instalments: **8** (outlined below)

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

Monthly penalty for overdue contributions (if applicable): **0.00** %

Period	Due date	Amount due	Amount due if discount applied	Paid
01/11/24 to 31/01/25	01/12/24	211.85	211.85	29/11/24
01/02/25 to 30/04/25	30/04/25	184.14	184.14	23/04/25
01/05/25 to 31/07/25	31/07/25	184.15	184.15	22/07/25
01/08/25 to 31/10/25	01/11/25	184.15	184.15	29/10/25
01/11/25 to 31/01/26	31/01/26	200.63	200.63	22/01/26
01/02/26 to 30/04/26	30/04/26	187.89	187.89	
01/05/26 to 31/07/26	31/07/26	187.89	187.89	
01/08/26 to 31/10/26	31/10/26	187.89	187.89	
Amount overdue				<b>Nil</b>
Amount Unpaid including amounts billed not yet due				<b>Nil</b>

SP288177/11

**Special contributions - Administrative Fund (IF ANY)**

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

Total amount of contributions (before any discount) **Nil**Number of instalments: **0** (outlined below)Discount for on-time payments (if applicable): **0** %Monthly penalty for overdue contributions (if applicable): **0.00** %

Period	Due date	Amount due	Amount due if discount applied	Paid
			Amount overdue	<b>Nil</b>
		Amount Unpaid including amounts billed not yet due		<b>Nil</b>

**Special contributions - Sinking Fund (IF ANY)**

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

Total amount of contributions (before any discount) **Nil**Number of instalments: **0** (outlined below)Discount for on-time payments (if applicable): **0** %Monthly penalty for overdue contributions (if applicable): **0.00** %

Due date	Amount due	Amount due if discount applied	Paid
		Amount overdue	<b>Nil</b>
	Amount Unpaid including amounts billed not yet due		<b>Nil</b>

**Other amounts payable by the lot owner**

Purpose	Fund	Amount	Due date	Amount
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No other amounts payable for the lot.

**Summary of amounts due but not paid by the current owner**

At the date of this certificate

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

(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](http://www.qld.gov.au/buyingbodycorporate).

### Sinking fund forecast and balance - maintenance and replacement of common property / assets

The body corporate must have a sinking fund to pay for future capital expenses, such as repairs or replacement of common property and assets. The body corporate must raise enough money in its sinking fund budget each year to provide for spending for the current year and to reserve an amount to meet likely spending for 9 years after the current year. If there is not enough money in the sinking fund at the time maintenance is needed, lot owners will usually have to pay additional contributions.

Prior to signing a contract, you should consider whether the current sinking fund balance is appropriate to meet likely future capital expenditure.

#### Does the body corporate have a current sinking fund forecast that estimates future capital expenses and how much money needs to be accumulated in the sinking fund?

Yes - you can obtain a copy from the body corporate records - last sinking fund report: 01/02/23

**Current sinking fund balance (as at date of certificate): \$ 19,985.10**

### Improvements to common property the lot owner is responsible for

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

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

Date	Description	Conditions
------	-------------	------------

## Body corporate assets

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

The body corporate does not have any assets that it is required to record in its register

## 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
COMMUNITY PROPERTY CHU Underwriting Agencies	CAH0007266	1,210,000.00	4,082.68	07/10/26	\$1,000 Standard Excess
PUBLIC LIABILITY CHU Underwriting Agencies	CAH0007266	10,000,000.00		07/10/26	\$1,000 Standard Excess
OFFICE BEARERS CHU Underwriting Agencies	CAH0007266	1,000,000.00		07/10/26	\$1,000 Standard Excess
FIDELITY GUARANTEE CHU Underwriting Agencies	CAH0007266	100,000.00		07/10/26	\$1,000 Standard Excess
VOLUNTARY WORKERS CHU Underwriting Agencies	CAH0007266	\$200,000/\$2,000		07/10/26	\$1,000 Standard Excess

## 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](http://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](http://www.qld.gov.au/buyingbodycorporate)

## Contracts and authorisations

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

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

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

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

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

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

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

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

No

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

No

### Embedded network electricity supply

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

Yes

More information about embedded networks in community titles schemes is available from [www.qld.gov.au/buyingbodycorporate](http://www.qld.gov.au/buyingbodycorporate).

### Body corporate authority

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

**Name/s** Sunstate Strata

**Position/s held** on behalf of the Secretary of the Body Corporate

**Date** 02/02/2026

**Signature/s** 



SP288177/11

**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

# KIRRAMA PARK CTS 53170

85 Gardeners Lane Maleny North Qld 4552

## BALANCE SHEET

AS AT 31 OCTOBER 2025

	ACTUAL 31/10/2025	ACTUAL 31/10/2024
<b><u>OWNERS FUNDS</u></b>		
Administrative Fund	10,732.07	9,524.36
Sinking Fund	14,675.18	12,509.72
<b><u>TOTAL</u></b>	<b><u>\$ 25,407.25</u></b>	<b><u>\$ 22,034.08</u></b>
<b><u>REPRESENTED BY</u></b>	<b><u>(25,407.25)</u></b>	<b><u>(22,034.08)</u></b>
<b><u>CURRENT ASSETS</u></b>		
Bank Balance Admin Fund	19,667.57	11,731.49
Bank Balance Sinking Fund	16,884.98	13,145.27
<b><u>TOTAL ASSETS</u></b>	<b><u>36,552.55</u></b>	<b><u>24,876.76</u></b>
<b><u>LIABILITIES</u></b>		
Levies In Advance	11,145.30	2,842.68
<b><u>TOTAL LIABILITIES</u></b>	<b><u>11,145.30</u></b>	<b><u>2,842.68</u></b>
<b><u>NET ASSETS</u></b>	<b><u>\$ 25,407.25</u></b>	<b><u>\$ 22,034.08</u></b>

# KIRRAMA PARK CTS 53170

85 Gardeners Lane Maleny North Qld 4552

## STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 NOVEMBER 2024 TO 31 OCTOBER 2025

ACTUAL	BUDGET	ACTUAL
01/11/24-31/10/25	01/11/24-31/10/25	01/11/23-31/10/24

### ADMINISTRATIVE FUND

#### INCOME

Levies - Administrative Fund	30,100.00	40,000.00	40,000.24
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#### OTHER INCOME

Debt Collection	77.00	0.00	0.00
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<b>TOTAL ADMIN. FUND INCOME</b>	<b>30,177.00</b>	<b>40,000.00</b>	<b>40,000.24</b>
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#### EXPENDITURE - ADMIN. FUND

Bank Charges	36.80	80.00	77.15
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Body Corporate Administration	2,845.44	2,859.07	2,694.96
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Community Electricity	2,190.53	6,000.00	5,260.94
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Grounds & Gardens	16,931.51	15,000.00	14,080.00
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Garden Materials	84.40	0.00	162.40
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Insurance	4,082.68	3,833.29	1,984.06
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Legal Fees	0.00	0.00	1,875.50
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Pest Control	365.00	120.00	120.00
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Disbursements	1,247.76	1,253.73	1,181.76
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Form 33 Preparation	310.00	0.00	0.00
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R & M - General	0.00	3,000.00	0.00
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R & M - Building	393.85	0.00	1,579.27
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R & M - Painting	0.00	0.00	556.23
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R & M - Plumbing	0.00	0.00	150.00
------------------	------	------	--------

R & M - Pool	223.02	0.00	0.00
--------------	--------	------	------

Stratamax Facility	258.30	268.50	250.60
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<b>TOTAL ADMIN. EXPENDITURE</b>	<b>28,969.29</b>	<b>32,414.59</b>	<b>29,972.87</b>
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#### SURPLUS / DEFICIT

\$ 1,207.71	\$ 7,585.41	\$ 10,027.37
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Opening Admin. Balance	9,524.36	9,524.36	(503.01)
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<b>ADMINISTRATIVE FUND BALANCE</b>	<b>\$ 10,732.07</b>	<b>\$ 17,109.77</b>	<b>\$ 9,524.36</b>
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# KIRRAMA PARK CTS 53170

85 Gardeners Lane Maleny North Qld 4552

## STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 NOVEMBER 2024 TO 31 OCTOBER 2025

ACTUAL	BUDGET	ACTUAL
01/11/24-31/10/25	01/11/24-31/10/25	01/11/23-31/10/24

### SINKING FUND

#### INCOME

Levies - Sinking Fund	8,121.96	10,700.00	10,700.20
<b>TOTAL SINKING FUND INCOME</b>	<b>8,121.96</b>	<b>10,700.00</b>	<b>10,700.20</b>

#### EXPENDITURE - SINKING FUND

Air Conditioner	275.00	0.00	0.00
Dam Cleaning	0.00	0.00	5,000.00
Fencing	0.00	487.00	0.00
Gardens	5,582.50	0.00	0.00
Gates	0.00	1,298.00	0.00
Income Tax Return	99.00	60.00	236.50
Pond	0.00	1,352.00	0.00
Signage	0.00	703.00	0.00
<b>TOTAL SINK. FUND EXPENDITURE</b>	<b>5,956.50</b>	<b>3,900.00</b>	<b>5,236.50</b>

#### SURPLUS / DEFICIT

Opening Sinking Fund Balance	\$ 2,165.46	\$ 6,800.00	\$ 5,463.70
<b>SINKING FUND BALANCE</b>	<b>\$ 14,675.18</b>	<b>\$ 19,309.72</b>	<b>\$ 12,509.72</b>

QUEENSLAND TITLES REGISTRY

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

**GENERAL REQUEST**

Duty Imprint

**FORM 14** Version 4

Page 1 of 1

**721116340**

EF 470 \$96.00

23/09/2021 10:05:30

Booking Number

**OFFICE USE ONLY**

This form is authorised by legislation and is used for recording community titles records. For more information, see the

Queensland Department's website.

**1. Nature of request**

REQUEST TO RECORD NEW COMMUNITY MANAGEMENT STATEMENT FOR KIRRAMA PARK COMMUNITY TITLES SCHEME 53170

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

**Lodger Code**

Altitude Conveyancing  
9 Myrtle Street, Maleny, Q, 4552  
e: md@altcon.com.au  
ph: 0408 737 185

**2. Lot on Plan Description**

COMMON PROPERTY OF KIRRAMA PARK COMMUNITY TITLES SCHEME 53170

**Title Reference**

51203822

**3. Registered Proprietor/State Lessee**

BODY CORPORATE FOR KIRRAMA PARK COMMUNITY TITLES SCHEME 53170

**4. Interest**

FEE SIMPLE

**5. Applicant**

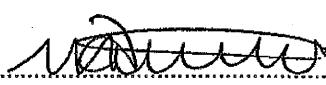
BODY CORPORATE FOR KIRRAMA PARK COMMUNITY TITLES SCHEME 53170

**6. Request**

I hereby request that: The New CMS deposited herewith which amends Schedule A, Schedule B, Schedule C By-Laws (By-law 1(6) definition of Scheme Land and deletion of "Staging Plan" definition) and Schedule D Statutory Easements of the existing Community Management Statement be recorded as the Community Management Statement for Kirrama Park Community Titles Scheme 53170

**7. Execution by applicant**

17/09/2021  
Execution Date

  
Applicant's or Solicitor's Signature

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

MEGAN ADELE DAVIES  
SOLICITOR

QUEENSLAND TITLES REGISTRY  
Body Corporate and Community Management Act 1997**FIRST/NEW COMMUNITY MANAGEMENT STATEMENT**CMS Version 4  
Page 1 of 15**53170**SITED WITH  
AL REQUEST; AND

- A FORM 18C (IF NO EXEMPTION TO THE PLANNING BODY CMS NOTATION APPLIES).

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

*Office use only*  
**CMS LABEL NUMBER**

**This statement incorporates and must include the following:**

*Schedule A - Schedule of lot entitlements*  
*Schedule B - Explanation of development of scheme land*  
*Schedule C - By-laws*  
*Schedule D - Any other details*  
*Schedule E - Allocation of exclusive use areas*

**1. Name of community titles scheme** **2. Regulation module**  
KIRRAMA PARK COMMUNITY TITLES SCHEME 53170 STANDARD MODULE

**3. Name of body corporate**  
BODY CORPORATE FOR KIRRAMA PARK COMMUNITY TITLES SCHEME 53170

**4. Scheme land**  
Lot on Plan Description Title Reference  
SEE ENLARGED PANEL

**5. #Name and address of original owner** **6. Reference to plan lodged with this statement**  
N/A SURVEY PLAN 288179

# first community management statement only

**7. New CMS exemption to planning body community management statement notation (if applicable)**  
Insert exemption clause (if no exemption – insert 'N/A' or 'not applicable')  
NOT APPLICABLE

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

**8. Execution by original owner/Consent of body corporate**



Alex Malanciuk  
Strata Manager/  
Dean Paul Dennis A.M.  
Committee Member

Robyn Adele Sayer  
Chairperson/Secretary

10/8/21  
Execution Date

\*Execution

\*Original owner to execute for a first community management statement  
\*Body corporate to execute for a new community management statement

**Privacy Statement**

Collection of information from this form is authorised by legislation and is used to maintain publicly searchable records. For more information see the Department's website.

Title Reference [ 51203822 ]

## 4. Scheme land

Lot on Plan Description	Title Reference
COMMON PROPERTY OF KIRRAMA PARK COMMUNITY TITLES SCHEME 53170	51203822
LOT 1 ON SP 288177	51203823
LOT 2 ON SP 288177	51203824
LOT 3 ON SP 288177	51203825
LOT 4 ON SP 288177	51203826
LOT 8 ON SP 288177	51203827
LOT 9 ON SP 288178	51248911
LOT 10 ON SP 288178	51248912
LOT 11 ON SP 288178	51248913
LOT 12 ON SP 288178	51248914
LOT 13 ON SP 288178	51248915
LOT 15 ON SP 288178	51248916
LOT 6 ON SP288179	
LOT 7 ON SP288179	
LOT 14 ON SP288179	

**SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS**

Lot on Plan	Contribution	Interest
Lot 1 on SP288177	1	1
Lot 2 on SP288177	1	1
Lot 3 on SP288177	1	1
Lot 4 on SP288177	1	1
Lot 8 on SP288177	1	1
Lot 9 on SP288178	1	1
Lot 10 on SP288178	1	1
Lot 11 on SP288178	1	1
Lot 12 on SP288178	1	1
Lot 13 on SP288178	1	1
Lot 15 on SP288178	1	1
Lot 6 on SP288179	1	1
Lot 7 on SP288179	1	1
Lot 14 on SP288179	1	1
<b>TOTALS</b>	<b>14</b>	<b>14</b>

**Principles for Deciding the Contribution Lot Entitlements of a Lot**

The Contribution Schedule Lot Entitlements (CSLE) for the scheme are equal. As required by s46 of the *Body Corporate and Community Management Act 1997*, the Contribution Schedule Lot Entitlements for the Scheme have been allocated and decided upon the basis of the equality principle.

**Principles for Deciding the Interest Schedule Lot Entitlement for a Lot**

The market value principle has been utilised for deciding Interest Schedule Lot Entitlements for the Scheme in accordance with s46 of the *Body Corporate and Community Management Act 1997*.

**SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND**

The Scheme Land is now fully developed.

**SCHEDULE C BY-LAWS****1. INTERPRETATION**

- (1) Reference to:
  - (a) the singular includes a plural and the plural includes the singular;
  - (b) a person means a person bound by these by-laws and includes a Body Corporate, an unincorporated association or an authority;
  - (c) a statute, regulation, or provision of a statute or regulation ("Statutory Provision") includes:
    - (i) that statutory provision as amended or re-enacted from time to time.
    - (ii) a statute, regulation or provision engaged in replacement of that statutory provision.
- (2) "Including" and similar expressions are not words of limitation.
- (3) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (4) Headings are for convenience only and do not form part of these By-laws or affect interpretation.
- (5) Plurals shall include the singular and singular the plural. References to either gender shall include a reference to the other gender.
- (6) Throughout these by-laws, except where inconsistent with the context, the following definitions shall apply:-

"Act" means the *Body Corporate and Community Management Act 1997* and all Regulations there- under, as amended from time to time;

"Body Corporate" means the Body Corporate for the Kirrama Park Community Titles Scheme

**(“CTS”)** incorporated upon registration of the Plan and includes, where the context allows, the Manager, the Committee, its agents, servants or representatives;

**“Building Covenants”** means the Building Covenants for Kirrama Park Private Estate that were current at the time the Owner purchased a Lot within the Scheme;

**“Committee”** means the Committee of the Body Corporate appointed pursuant to the Act;

**“Common Property”** means the Common Property for the Scheme and includes all improvements, fixtures and fittings erected or constructed on the Common Property;

**“Committee’s Representative”** means a member of the Committee appointed from time to time for the purpose of representing the Committee;

**“Heavy Vehicle”** includes a motor vehicle in excess of two (2) tonnes weight;

**“Invitees”** includes the tenants, guests, servants, employees, agents, children, licensees and invitees of an owner or occupier as the case may be (with or without invitation) who may be on a Lot or the Common Property;

**“Local Authority”** means the local government for the area in which the Scheme is located;

**“Manager”** means a person or corporation who has been engaged and/or authorised by the Body Corporate to supply caretaking services for the benefit of the Common Property or Lots included in the Community Titles Scheme;

**“Manager’s Lot”** means a Lot, if any, occupied by the Manager, if any;

**“Occupation Authority Area”** means an area or areas for which the Manager is authorised to occupy;

**“Occupier”** means the legal occupant from time to time of a Lot inclusive of their guests, invitees, servants and agents;

**“Original Owner”** means Graham Stuart Sayer and Robyn Adele Sayer;

**“Owner”** means the owner of a Lot and includes (where the context provides) their occupiers, tenants, guests, invitees, servants and agents;

**“Plan”** means the survey plan registered for the Scheme;

**“Recreational Facilities”** means those areas on Common Property which are designated for recreational purposes;

**“Regulation Module”** means the Regulations Module identified in Item 2 of the Community Management Statement to which these by-laws are annexed;

**“Requirement”** means any requirement or authorisation of any statutory body, Local Authority, governmental or other authority necessary or desirable under applicable law or regulation and include the provisions of any statute, ordinance or by-law under the Act;

**“Scheme Land”** means the Community Titles Scheme referred to in Item 4 of the Community Management Statement.

**“Services”** means all gas, electricity, telephone, water, sewerage, fire prevention, ventilation and all other services or systems provided in the Scheme or available for the Lot;

**“Service Infrastructure”** means any infrastructure for the provision of Services to the Scheme or a Lot;

**“Vehicle”** means any motor car, motorcycle, truck, van, bus, articulated vehicle, caravan, trailer, boat trailer including any boat and any other form of transport or vehicle designed for movements upon wheels.

## 2. NOISE & NUISANCE

- (1) An Owner or Occupier of a Lot shall not make or permit any noise likely to interfere in any way with the peaceful enjoyment of an Owner or Occupier of a Lot or of any person lawfully on another Lot or the Common Property.
- (2) No noxious or offensive trade or activity shall be carried out upon any Lot or Common Property nor shall anything be done which may cause an annoyance or a nuisance to the neighbourhood or the Owners or Occupiers of other Lots.
- (3) An Owner or Occupier must ensure no social gathering of people occurs on the Lot which may result in noise or the presence of such people interfering with the peaceful enjoyment of a person lawfully on another Lot or the Common Property, and in particular they must comply in all respects with the Noise Abatement Act 1978, as amended.
- (4) All musical instruments, radios, stereos, television sets and other such devices shall be controlled so that:
  - (a) the sound is reasonable and does not cause any annoyance to the other owners or occupiers of Lots; and
  - (b) they are not used or operated between the hours of 10:00pm and 8:00am in such a manner as to be audible at all to any other Owner or Occupier of a Lot.
- (5) The Owner or Occupier of a Lot shall not use or operate a lawn mower, edge trimmer or any other motorised outdoor equipment (excluding a registered motor vehicle) between the hours of 6:30pm and 7:00am.
- (6) In the event of any unavoidable noise in a Lot at any time, the Owner or Occupier thereof shall take all practical means to minimise annoyance to other Owners or Occupiers of other Lots.
- (7) An Owner or Occupier shall ensure that guests leaving after 10pm, leave quietly. Quietness also shall be observed when an Owner or Occupier of a Lot returns to the Lot late at night or in the early morning.
- (8) Regardless of any other provisions in this by-law 2, the Owner of a Lot together with its contractors, agents, consultants and employees shall be permitted to undertake the lawful construction of a dwelling and any other improvements on the Lot in accordance with these by-laws and any reasonable noise created thereby shall not constitute a breach of this by-law provided that no such construction shall occur between the hours of 5:00pm and 7:00am.
- (9) The Body Corporate shall have the right to reasonably determine if any noise, odour, interference or activity producing such noise, odour or interference constitutes a breach or otherwise contravenes this by-law 2.

## 3. VEHICLES

- (1) Unless the Act authorises it to do so, an Owner or Occupier of a Lot shall not, without consent in writing of the Body Corporate:
  - (a) park or allow a Vehicle to stand upon Common Property of the Scheme, other than in those areas allocated for car parking (if any);
  - (b) permit any Invitee to park a Vehicle or allow a vehicle to stand on Common Property, other than in those areas allocated for car parking (if any);
  - (c) drive any Vehicle or permit any Vehicle to be driven at a speed greater than 30 kilometres per hour, and then only on the parts of the Common Property that are designed for that purpose being the bitumen roads and designated road widening to allow for passing vehicles.
- (2) The Body Corporate may take all necessary steps to remove any Vehicle which is parked on Common Property in breach of these by-laws at the cost of the Occupier responsible for the Vehicle, even if that Vehicle belongs to an Invitee of the Owner or Occupier. The Owner or Occupier indemnify the Body Corporate against any claim arising out of the Body Corporate's actions to remove the Vehicle.
- (3) All persons entering, exiting and travelling on any Common Property road surfaces shall abide by any Body Corporate traffic rules relating to speed, direction of travel, right of way and any other road rules that are in force or as posted from time to time. In addition, all persons are required to comply with the normal road rules and regulations having the force of law in Queensland, as amended from time to time.
- (4) An Owner or Occupier of a Lot, must not:
  - (a) Ride a skateboard or rollerblades on the Common Property; or
  - (b) Permit an Invitee to ride a skateboard or rollerblades on the Common Property.
- (5) Notwithstanding by-law 3(1), a Vehicle or machinery necessary to complete the maintenance and upkeep of the Common Property shall be permitted to park or stand on Common Property to carry out this purpose.
- (6) An approval granted by the Body Corporate in writing in relation to its consent to allow a Vehicle to

park or stand upon Common Property shall state the period for which it is given, however, the Body Corporate may cancel the approval by giving 7 days written notice to the Owner or Occupier.

#### 4. OBSTRUCTION

- (1) An Owner or Occupier of a Lot shall not obstruct the lawful use of the Common Property by any person, and without limitation, obstruct:
  - (a) the Common Property and any Body Corporate asset;
  - (b) any easement giving access to a Lot or the Common Property;
  - (c) with the exception of this by-law for emergency vehicles.
- (2) An Owner or Occupier of a Lot must take all reasonable steps to ensure Invitees do not obstruct lawful use of Common Property by any person.

#### 5. DAMAGE TO COMMON PROPERTY, GARDENS ETC

- (1) An Owner or Occupier of a Lot shall not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property except with the consent in writing of the Body Corporate.
- (2) An Owner or Occupier of a Lot shall not:
  - (a) damage and/or remove any grass, garden, tree, shrub, plant or flower being part of, or situated upon the Common Property;
  - (b) use any part of the Common Property as a garden;
  - (c) alter the garden or landscaping on the nature strip adjacent to the Lot; or
  - (d) plant any grass, garden, tree, shrub, plant or flower on the Common Property.
- (3) The Body Corporate may remove any grass, garden, tree, shrub, plant or flower and recover the costs of doing so from the person responsible for such planting.
- (4) The Owner or Occupier of a Lot shall be liable to compensate the Body Corporate in respect of any damage to the Common Property or Body Corporate assets caused by the Owner, Occupier or their guests, servants, employees, contractors, agents, children, licensees or Invitees, other than in the case of illegal entry to the Owner's Lot.

#### 6. BEHAVIOUR OF INVITEES

An Owner or Occupier of a Lot shall take all reasonable steps to ensure that his or her Invitees do not behave in a manner likely to interfere with the peaceful enjoyment or privacy of the Owner or Occupier of another Lot or of any person lawfully using the Common Property, nor cause or contribute to any breach of these by-laws.

#### 7. DEPOSITING RUBBISH, ETC. ON THE COMMON PROPERTY

An Owner or Occupier of a Lot shall not deposit or throw upon the Common Property any rubbish, dirt, dust, cigarette butt, plant waste, garden clippings or other substance whatsoever, likely to detract from the overall amenity of the scheme and/or likely to interfere with the enjoyment of the Owner or Occupier of another Lot or of any person lawfully using the Common Property, except in the site designated for the purpose of rubbish disposal by the Body Corporate.

#### 8. STORAGE OF FLAMMABLE LIQUIDS

- (1) An Owner or Occupier of a Lot shall not, without the Body Corporate's written approval, store a flammable substance on the Common Property.
- (2) An Owner or Occupier of a Lot shall not, without the Body Corporate's written approval, store a flammable substance on the Lot unless the substance is used or intended for use for domestic purposes and is stored in a container approved for the storage of the flammable substance.
- (3) However, this section does not apply to the storage of fuel in:
  - (a) the fuel tank of a vehicle, boat, lawn mower or internal combustion engine; or
  - (b) a tank kept on a vehicle or boat in which the fuel is stored under the requirements of the law regulating the storage of flammable liquid.

#### 9. GARBAGE DISPOSAL

- (1) An Owner or Occupier of a Lot shall:
  - (a) unless the Body Corporate provides some other means of garbage disposal, keep a receptacle for garbage in a clean and dry condition and adequately covered within its Lot, or on a part of the Common Property designated by the Body Corporate from time to time, for that purpose (e.g. screened bin storage area);

- (b) comply with all Local Authority by-laws and ordinances relating to the disposal of garbage;
- (c) ensure that the health, hygiene and comfort of the Owner or Occupier of other Lots are not adversely affected by the disposal of garbage;
- (d) use recycle bins or receptacles and separate, where necessary, any garbage so that full use is made of such bins or receptacles; store tidily and out of sight all garbage bins, empty bottles, boxes, used containers and similar items;
- (e) Not permit any unsightly garbage, plant waste, metals, bulk materials, scrap or refuse or rubbish of any description whatsoever, to accumulate or remain upon their Lot.

## 10. KEEPING OF ANIMALS

- (1) An Owner or Occupier of a Lot shall not bring or keep any animal (including fowl) upon his or her Lot or the Common Property or permit any Invitee to bring or keep any animal (or fowl) upon the Lot or the Common Property, unless they have the prior written approval of the Body Corporate.
- (2) Any person responsible for a pet must:
  - (a) properly restrain the pet when it is on Common Property;
  - (b) ensure that the pet is at all times kept clean, quiet, controlled and within its' Lot; and
  - (c) clean up any droppings or other mess made or left by the pet on Common Property (failure to do so will be valid grounds for a complaint);
  - (d) ensure that their pet/s do not cause undue noise or annoyance to any Owner or Occupier of any Lot; and
  - (e) ensure that a cat and/or dog are registered at all times with the Local Authority and wear an identification tag.
- (3) The maximum number of pets allowed to be kept on a Lot is two (2).
- (4) A Regulated Dog, as declared by Sunshine Coast Regional Council, being a dangerous, menacing or restricted dog, is not permitted in any circumstances.
- (5) If this By-law is contravened, the Body Corporate may give the Owner or Occupier written warning and if the Committee receives further valid complaints about the pet, that Owner or Occupier will be issued a notice requiring the permanent removal of the animal from the Lot.
- (6) Pursuant to Section 181 of the Act, a person with a disability under the Guide, Hearing and Assistance Dogs Act 2009, who relies on a guide, hearing or assistance dog and who is an Owner, Occupier or Visitor, has the right to keep and be accompanied by a guide, hearing or assistance dog while on the Lot or Common Property.

## 11. DIVIDING FENCES

- (1) An Owner or Occupier of a Lot shall not erect any fence on the subject Lot or boundary unless it is:
  - (a) In accordance with the current version of the Building Covenants for Kirrama Park Estate; and/or
  - (b) by way of planted neatly trimmed hedges, small trees or shrubs.
- (2) An Owner or Occupier of a Lot is not obliged to fence unless they have domestic pets.
- (3) The Owner of a Lot may make an application to the Original Owner (or its nominated successor) for approval of a fence constructed of materials other than as contained in by-law 11(1).
- (4) Star picket and wire/barb wire, Colour-bond, Zincalume/galvanised iron, secondhand materials, unfinished timber palings and manufactured board such as blue board or 'Hardieplank' fencing will not be permitted.
- (5) A feature gate to the driveway entrance may be incorporated, subject to the approval of the Original Owner (or nominated successor).
- (6) Notwithstanding any provision of the Dividing Fences Act 2011, as amended from time to time to the contrary, the Body Corporate shall not be liable or required at any time by an Owner or Occupier of a Lot to contribute towards the cost or expense of maintaining, repairing or erecting any fence, fences or gates erected or to be erected between a Lot and Common Property.

## 12. FAUNA PRESERVATION

An Owner, Occupier or Invitee of a Lot shall not feed any native wildlife on any Lot or Common Property in the Scheme.

## 13. TREE AND FLORA PRESERVATION

- (1) Except with the consent in writing of the Body Corporate or its' representative, an Owner or Occupier of a Lot or his agent, shall not cut down, remove, poison or otherwise wilfully damage

any tree on its Lot.

- (a) The removal of an isolated tree branch shall be allowed without prior approval where such a branch is deemed by the Lot owner to constitute a hazard or obstruction to access, provided that the removal is only to the extent required to rectify the hazard or obstruction.
- (2) Any Owner or Occupier of a Lot desiring to obtain the consent of the Body Corporate for the removal of any tree or vegetation shall apply in writing to the Body Corporate Committee, requesting its' consent.
- (3) The Body Corporate shall not act unreasonably in relation to any application for consent and will be aware of any relevant vegetation protection ordinance of the Sunshine Coast Regional Council. However it may:
  - (a) grant its consent unconditionally;
  - (b) grant its consent subject to conditions, citing its reasons for those conditions;
  - (c) not grant its consent, citing its reasons for refusal.
- (4) In cases of applications for removal deemed urgent for safety reasons, such approval for removal of any tree or vegetation may be given orally by the designated representative of the Body Corporate Committee and shall be confirmed by approval given in writing.

#### 14. NOXIOUS AND NON-ENDEMIC PLANTS ETC

An Owner or Occupier of a Lot will not:

- (a) bring upon, grow or maintain on his Lot or the Common Property any noxious plants or seeds or any material infected with noxious insects; or
- (b) plant any plant which is listed as prohibited by the Local Authority.

#### 15. EXTERIOR FIRES

An Owner or Occupier of a Lot will not light any exterior fires unless contained in receptacles designed in such a manner that they do not create a fire hazard or unless the fire is approved by the Maleny Fire Warden or other authorised representative of the Fire Warden. Incinerators are not permitted on a Lot.

#### 16. DIRECTION TO WORKMEN

- (1) An Owner or Occupier of a Lot shall not directly instruct any contractors or workmen engaged or employed by the Body Corporate unless so authorised in writing, regarding work on the Common Property.
- (2) An Owner or Occupier shall be responsible for any contractor carrying out work on his Lot and any damage caused by the contractor or the contractor's agents, employees or subcontractors to the Common Property or other Lots.

#### 17. PROHIBITION OF COMMERCIAL USE

- (1) Except with the written permission of the Body Corporate, no part of a residence or Lot shall be used, allowed or authorised to be used in any way, directly or indirectly, for any business, commercial, manufacturing, trade, storing, vending, or any non-residential purposes.
- (2) The provisions of this by-law shall not preclude the renting of lots or professional and administrative or similar occupations from working out of the residential dwelling as long as such occupations are in conformity with all applicable Government requirements and do not cause increased vehicular traffic.
- (3) An approval under subsection (1) shall state the period for which it is given. However, the Body Corporate Committee may cancel the approval by giving three months written notice to the Owner or Occupier, stating reasons for the withdrawal of approval.

#### 18. USE OF LOTS

- (1) An Owner or Occupier of a Lot shall not:-
  - (a) permit the use of their Lot for any purpose that may cause a nuisance or hazard or for any illegal or immoral purpose;
  - (b) permit his or her Lot to be used for any purpose other than as a residence without Body Corporate Consent;
  - (c) permit a structure to be erected on a Lot without obtaining all the approvals, consents and permits required by any relevant authority;
  - (d) overload any Services or Service Infrastructure;
  - (e) waste water and ensure that all water taps in the Owner's or Occupier's Lot are turned off after use;
  - (f) do anything to or that would diminish or prejudice the Body Corporate's right to claim under

insurance effected by the Body Corporate or make insurance more expensive for the Body Corporate to maintain;

- (g) allow any auction sale or garage sale to be conducted within the Occupier's Lot or from Common Property without the prior written consent of the Body Corporate;
- (h) permit the Lot to be used as a builder's display home or prize home in an Art Union;
- (i) display a sign, advertisement, placard, banner, pamphlet or similar article, if the article is visible from another Lot or the Common Property, or from outside the Scheme Land unless the sign is for the sole purpose of advertising the Lot for sale;
- (j) operate from its Lot at any time any refrigeration equipment, compressors or any other equipment or appliance such as to create noise levels greater than background levels plus 3dB(A).
- (k) store car bodies, mechanical equipment, machinery, tanks, construction materials (after construction is completed), storage containers etc, on the Lot that are visible from the Common Property, other Lots or from outside of the Scheme.
- (l) conduct or permit to be conducted repairs or restorations of any motor vehicle, boat, trailer or other vehicle upon the Lot or the Common Property except wholly within any garage on the Lot.
- (m) park, store or leave unattended any vehicle, boat, boat trailer, caravan, motorhome, surfboard, surf ski, windsurfer, sailboard or like object either:
  - (i) on the Common Property; or
  - (ii) on a Lot other than wholly within an area designed for such purpose and suitably screened, without the prior written approval of the Body Corporate.
- (n) bring onto, do or keep anything in his or her Lot which may:
  - (i) void any insurance policy in respect of the Lot or the Common Property;
  - (ii) increase the rate of fire insurance for the Lot or the Common Property;
  - (iii) conflict with the laws, regulations or ordinances relating to fires or any insurance policy upon the Lot or the Common Property, for the time being in force.

Any approval under this by-law shall state the period for which it is given, provided that the Body Corporate may cancel any such approval at any time by giving 24 hours written notice to the owner or occupier.

(2) A Lot Owner or Occupier shall:-

- (a) use the Common Property or any Body Corporate asset for the purpose for which it was designed or intended;
- (b) comply with all directions and rules of the Body Corporate relating to conduct on the Common Property or use of any Body Corporate asset;
- (c) give the Body Corporate or the Manager prompt notice of any damage to, or defect or disrepair of, the Services or Service infrastructure or asset of the Body Corporate and the Body Corporate has authority by its agents or servants in the circumstances having regard to the urgency involved, to examine or make such repairs or renovations as it may deem necessary for the safety and preservation of the Building and the Scheme Land as often as may be necessary;
- (d) comply at all times with all statutes, regulations, Local Authority by-laws and other laws regarding the use and occupation of the Lot or the Common Property;
- (e) use garages for their intended purpose and not convert a garage to any other use.

**19. SUBMISSION OF PLANS**

Each Lot owner shall submit for approval to the Original Owner (or nominated successor) prior to the commencement of any construction and/or alteration, site plan, floor plans and elevations including external colour schemes, plans for excavation and landscaping and plans for all construction and/or alteration to the subject land, for the Original Owner's (or nominated successor) approval to ensure that the plans comply with the Body Corporate by-laws and the Building Standards outlined in Schedule D. On the granting of approval as aforesaid (which approval having regard to the terms hereof, shall not be unreasonably withheld), constructions may be commenced in accordance with the plans so submitted, but not otherwise. Building approval from the Sunshine Coast Regional Council may not be applied for until such approval is obtained.

**20. VERMIN AND NOXIOUS WEEDS**

An Owner or Occupier of a Lot shall:-

- (1) Ensure that the Lot is kept in a clean and tidy condition and that all practicable steps are taken to

prevent infestation by vermin/noxious weeds and/or insects.

(2) Ensure that his or her Lot is free from infestation by termites (white ants) and shall deliver to the Body Corporate an inspection report within thirty (30) days of a written request being made by the Committee. In the event that the Secretary of the Body Corporate has not received the inspection report within 30 days of the written request, the committee may engage an independent contractor to perform the inspection of the Lot recover the costs from the owner.

## 21. APPEARANCE OF LOTS

- (1) An Owner or Occupier of a Lot shall not, without the Body Corporate's written approval, 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.
- (2) An Owner or Occupier of a Lot is responsible for the safety and maintenance of his or her Lot and shall act on the reasonable written directions of the Body Corporate from time to time to rectify deficiencies in the safety and maintenance of the Lot.
- (3) An Owner or Occupier of a Lot is responsible for the maintenance of all lawns, gardens, buildings and other structures whatsoever within his or her Lot so that the same shall be otherwise in a clean, tidy and well maintained state that will at all times conform with the high quality of the development and remain aesthetically compatible with the environment.
- (4) An Owner or Occupier of a Lot shall act on the reasonable written directions of the Body Corporate within a period of 14 days and if the Owner or Occupier fails to maintain the lawns, gardens, buildings and other structures on his or her Lot to a reasonable standard, the Body Corporate may have the work carried out and recover the reasonable costs of carrying out the work from the owner as a debt.
- (5) No items which may interfere with telephone, internet reception, television or radio reception in any Lot shall be located, used or placed on any part of a Lot or the Common Property or exposed to the view from any other Lot or the Common Property without the prior written approval of the Body Corporate.

## 22. RIGHTS OF ORIGINAL OWNER

- (1) Nothing in these by-laws prevents or disentitles the Original Owner, whilst it owns any Lot in the Scheme, from:
  - (a) passing over the Common Property (with other persons authorised by it and with vehicles, plant, equipment and machinery) to gain access to and egress from any Lot owned in the Scheme;
  - (b) carrying out construction and other work on the Scheme Land as necessary to complete the development of the Scheme Land (including the construction of improvements and facilities on the Common Property); and
  - (c) placing a sign or advertising or display material for the sale of Lots, on or about the Scheme Land.
- (2) To avoid any doubt, the Original Owner is entitled to do all of the things mentioned in by-law 22(1) to facilitate the development of the Scheme Land.

## 23. BREACH OF BY-LAWS

- (1) Where an Owner or Occupier of a Lot or Invitee commits any breach of the Act, the Regulation Module applying to the Scheme, these by-laws or any rule made by the Body Corporate under these by-laws the Body Corporate Committee may serve written notice on the Owner or Occupier of the Lot requiring any necessary remedial work to be carried out (at the owner's expense) within 30 days, or within such other reasonable time frame as set by the Committee in the notice.
- (2) If the Owner fails to carry out the necessary remedial work in accordance with the notice issued by the Body Corporate Committee, then the Body Corporate may enter upon the Lot if necessary, without being liable to the Owner or Occupier of the Lot for nuisance, trespass or otherwise, to carry out the works and recover the cost from the Owner in accordance with by-law 24. The Committee will act urgently in urgent situations and will confer reasonably with the Owner in all other situations.
- (3) Where the Body Corporate expends money to make good any damage caused by a breach of the Act, the Regulation Module applying to the Scheme, these by-laws or any rule made by the Body Corporate under these by-laws by any Owner or Occupier of a Lot or their respective Invitees or any of them, the Body Corporate shall, without prejudice to any other remedy the Body Corporate may have at law or in equity be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the Owner of the Lot at the time the breach occurred.

## 24. RECOVERY OF MONEY FROM OWNERS

- (1) Where the Body Corporate expends money to make good any damage caused by a breach of the

Act or any Body Corporate agreement or these by-laws by any Owner or Occupier of a Lot or the guests, servants, employees, agents, children, Invitees or licensees of the Owner or Occupier of a Lot, the Body Corporate shall be entitled to recover from the Owner of the Lot at the time when the breach occurred the amount so expended as a liquidated debt.

- (2) The Body Corporate may charge and recover interest at an annual rate determined by the Body Corporate by ordinary resolution and general meeting on any unpaid levies or other money payable by an Owner to the Body Corporate.

## 25. SUBORDINATE RULES

The Body Corporate Committee may, from time to time, make rules relating to the management of the Common Property not inconsistent with these by-laws and the same shall be observed by the Owners or Occupiers of Lots and their Invitees unless and until they are withdrawn by an ordinary resolution of the Body Corporate. Every Lot Owner shall be notified in writing of the new rules or the rules shall be displayed on the Body Corporate's notice board or on another prominent part of the Common Property. An Owner or Occupier of a Lot shall comply with the terms of any notice displayed in the Common Property by authority of the Committee or of any statutory authority.

## 26. SECURITY

- (1) Any security equipment (if any) installed on Common Property and used in connection with the provision of security for the Scheme Land shall, with the exception of that equipment installed upon any Lot by an Owner, remain the property of the Body Corporate and be maintained and repaired at the cost to the Body Corporate.
- (2) In no circumstances will the Body Corporate be liable for any loss or damage suffered to any Owner or other person or property because:
  - (a) the security system fails or there is unauthorised entry to any part of the Common Property or a Lot; or
  - (b) the security system is not at any particular time operational.
- (3) The Owner or Occupier of a Lot shall not install on that Lot any security system which incorporates a noise alarm unless the noise alarm has an automatic cut-off which de-activates the alarm after not more than 5 minutes of sounding.

## 27. RECREATIONAL FACILITIES

- (1) Recreational Facilities must be maintained by the Body Corporate for the peaceful enjoyment of Owners and Occupiers, as an area for community meetings and social events, when and as required from time to time.

For all use of the Recreational Facilities, an Owner or Occupier of a Lot must ensure that:-

- (2) None of their Invitees, guests or visitors use the Recreational Facilities unless they are accompanied by an Owner or Occupier of a Lot;
- (3) It and its Invitees shall exercise caution and not behave in any manner likely to interfere with the use and enjoyment of the Recreational Facilities by other persons;
- (4) It and its Invitees obey any lawful direction given to them by the Body Corporate;
- (5) It and its Invitees do not operate, adjust or interfere with the Recreational Facilities;
- (6) It and its Invitees only use the Recreational Facilities for personal use and not for any business, promotional or other associated purposes without prior written approval by the Committee.

## 28. USE OF CARAVANS, ETC AND HEAVY VEHICLES

An Owner or Occupier of a Lot shall not:

- (1) Permit any caravan, campervan, mobile home, boat or trailer:
  - (a) to be parked on a Lot unless the same is housed in a garage and is not visible from any part of the Common Property; or
  - (b) to be parked upon the Common Property;
- (2) permit any residential occupation of a caravan, campervan, or mobile home upon his Lot;
- (3) drive or permit to be driven any heavy vehicle over the Common Property unless for the purposes of constructing improvements on the Lot. The Lot Owner shall be responsible for making good any damage to the Common Property.

For the purposes of this by-law "improvements" shall include dwellings, buildings, swimming pools, outdoor recreation areas, entertainment areas, walkways, paths, driveways, landscaping, irrigation, drainage facilities and any other structures or improvements.

## 29. DAM WATER FOR GARDEN USE

The Owner or Occupier shall be permitted to use dam water for garden purposes on the basis that they:

- (1) Turn off taps after use and repair any leaks or defect in the installation or equipment.
- (2) When the Owner or Occupier waters the garden within their Lot, ensure that:
  - (a) no water enters another part of the Scheme; and
  - (b) no damage is caused to any other part of the Scheme;
- (3) Water only between the hours of 7am to 9am or 4pm and 6pm and ONLY by hand-held hose.

## 31 MAINTENANCE

- (1) The full cost of maintaining the stormwater quality treatment system in accordance with Water by Design (2009) Maintaining Vegetated Stormwater Assets (Version 1) will be included in the levies for each Owner.
- (2) An Owner or Occupier must notify the Body Corporate as soon as reasonably practicable of any issues to enable the Body Corporate to facilitate any necessary maintenance or repairs.

## 32. RECONFIGURATION

No further subdivision of any Lot is permitted. An Owner shall not, nor allow any other person, to make an application to the Local Government for reconfiguration of a Lot.

## 33. EASEMENTS

The Body Corporate shall be empowered to:-

- (1) Grant any easement, licence, right of way or any other concession to enable Services (ie electricity, telecommunications, communications, gas, drainage, water or sewerage) from any Public Authority or instrumentality, any Federal or State Government department, Authority or Instrumentality, or any private person or corporation to pass through under or over Common Property for the benefit of any other person or corporation. Such Services may include the provision of manholes or inspection outlets; and
- (2) Enter into or be a party to or have the benefit of a grant of easement with any adjoining land owner or the Local Authority whether pursuant to conditions of development approval or otherwise, for any purpose necessary for the use and enjoyment of the Land or for the benefit of adjoining land owners, the Local Authority or any other person including, without limitation, for access, services, protection of heritage trees, maintenance etc.

## 34. SPECIAL RIGHTS – MANAGER

- (1) During the existence of an agreement between the Body Corporate and the Manager ("Authorised Party") with respect to the provision by the Authorised Party of caretaking, management and ancillary services to the Body Corporate or Owners or Occupants of lots ("Agreements") with an Authorised Party:
  - (a) the Body Corporate will not itself, directly or indirectly, provide any of the services set out in the Agreements;
  - (b) the Body Corporate will not enter into with any other person or entity an agreement similar to the Agreements;
  - (c) the Body Corporate must not grant to any other person or corporation the right to conduct any business of a similar nature to the business carried on by the Authorised Party;
  - (d) the Body Corporate must not make any part of the Common Property available to any person or corporation for the purpose of conducting a business carried on by the Authorised Party.
- (2) The Body Corporate may give special rights to a Manager over that part of the Common Property

designated as an Occupation Authority Area.

(a) The Body Corporate will continue to be responsible for carrying out its duties, pursuant to the Act, in respect of the Occupation Authority Area.

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

##### **1. INFRASTRUCTURE**

To facilitate the progressive staged development of Kirrama Park Community Titles Scheme, the Original Owner may, at any time, enter on the Scheme Land, or any part thereof, the Common Property and any Lot in Scheme Land to undertake works of any kind necessary or incidental to establishing utility infrastructure and utility services and connections, thereto, including the following works:-

- (1) excavation and general earthworks;
- (2) the construction of common areas, including roads;
- (3) the construction on the Common Property of such improvements and facilities as may be considered necessary by the Original Owner to establish utility services and connections thereto;
- (4) the construction of services infrastructure, whether public or private, including but without limiting the generality thereof, connections for sewerage, gas, electricity, telephone, fibre optics or any other lawful service available to the public;

All of which are collectively called the "Utility Infrastructure Works"

- (5) The Original Owner may bring upon the Scheme Land any machinery, tools, equipment, vehicles and workmen to facilitate the carrying out of the Utility Infrastructure Works.

##### **2. BUILDING STANDARDS**

In order to deliver a unique, high class acreage residential community comprising quality housing and landscaped surrounds, there is a necessity for control of the Lots and Common Property contained in the Scheme and for the protection of the interests of an Owner in relation to these by-laws. The Owner of a Lot must adhere to the Building Covenants. The following will apply to construction to be carried out within the Scheme:

- (1) Each Owner must install a revenue grade sub meter for electricity in their Lot at the time of construction which complies with the requirements of the Local Authority and any applicable legislation.
- (2) The Local Authority requires each Lot to be equipped with a household sewerage treatment plant capable of producing secondary treated effluent for disposal in accordance with the Geo-Environmental Investigation Report prepared for the development.
- (3) An Owner shall make provision for water storage for their use by means of an underground concrete water tank with a minimum water storage capacity of 46,000 Litres.
- (4) Building standards outlined in this Clause 2 are adopted by the Body Corporate and apply to all dwellings or structures built on the Scheme Land.
- (5) Each Owner will ensure their builder complies with and is provided with a copy of these Body Corporate By-Laws and Building Covenants for the Lot, for the duration of works under the contract and will not commence work on the site unless the builder has sighted or is in possession of a copy of the approval issued by the Original Owner (or nominated successor) prior to commencement of construction.

LOT ON PLAN OR COMMON PROPERTY	TYPES OF STATUTORY EASEMENT-SERVICES	SERVICES RAM REFERENCE	DIAG
-----------------------------------	--------------------------------------	---------------------------	------

Lot 1 on SP 288177 Lot 2 on SP 288177 Lot 3 on SP 288177 Lot 4 on SP 288177 Lot 8 on SP 288177  Lot 9 on SP288178 Lot 10 on SP288178 Lot 11 on SP288178 Lot 12 on SP288178 Lot 13 on SP288178 Lot 15 on SP288178  Lot 6 on SP288179 Lot 7 on SP288179 Lot 14 on SP288179 Common Property of Kirrama Park CTS 53170	(a) An easement for lateral and subjacent support pursuant to section 115 N of the Land Title Act 1994 ("LTA"); (b) An easement for supplying utility services to the lot and establishing and maintaining utility infrastructure reasonably necessary for supplying the utility services pursuant to section 115O of the LTA; (c) An easement in favour of the common property of the Scheme against the lot for supplying utility services to the common property and establishing and maintaining utility infrastructure reasonably necessary for supplying utility services to the common property pursuant to section 115P of the LTA; (d) An easement for shelter pursuant to section 115Q of the LTA; and (e) An easement for projections pursuant to section 115R of the LTA; and (f) An easement for maintenance of the building close to the boundary pursuant to section 115S of the LTA.	Services Location Diagram – attached sketch plan marked "Annexure A"
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SCHEDULE E	DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY
------------	--

NOT APPLICABLE

Sheet 15 of 15

## ANNEXURE A



## COMMUNICATIONS

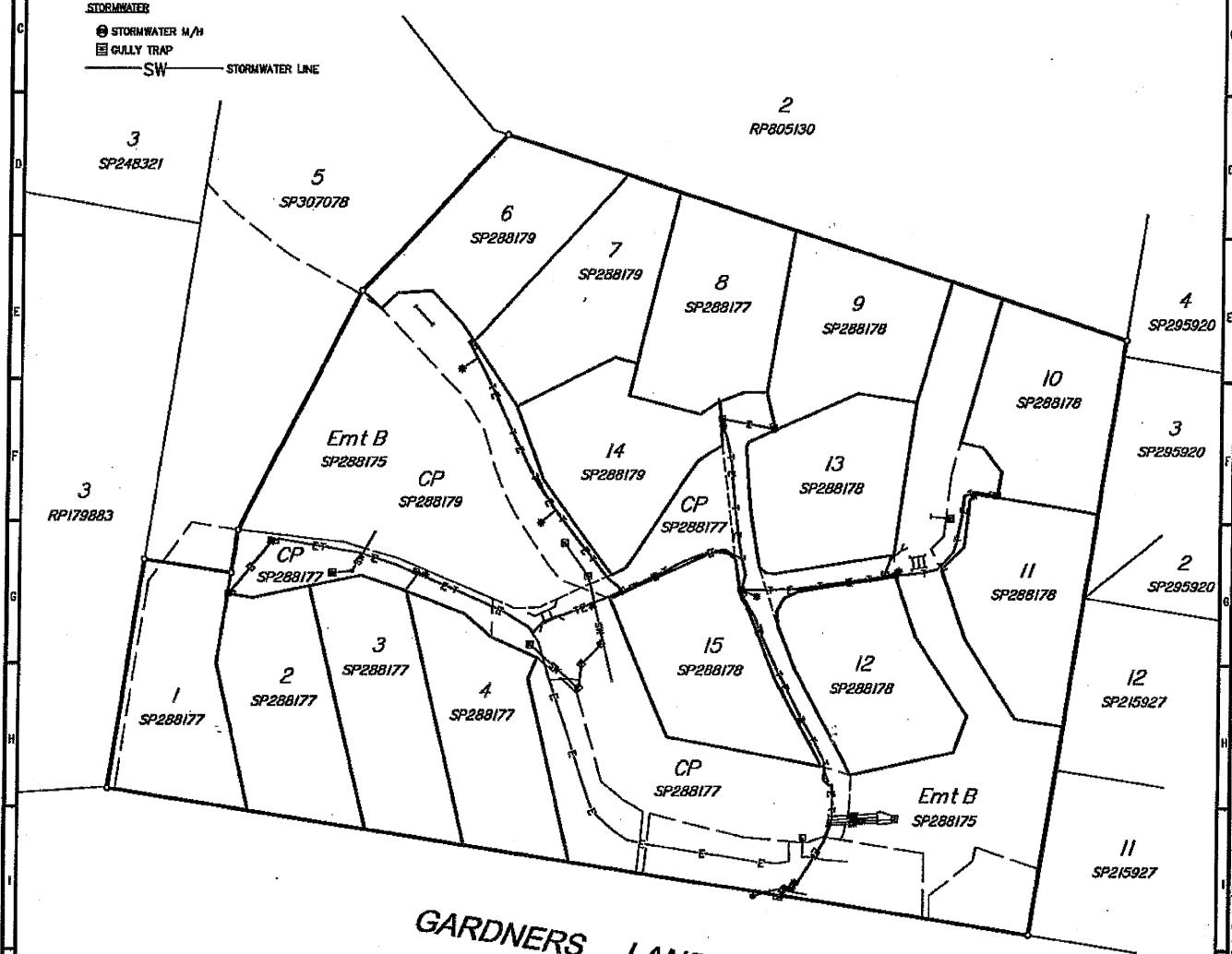
- T COMMUNICATION CABLE
- COMMUNICATIONS PIT
- COMMUNICATIONS PILLAR

## ELECTRICITY

- Wavy line ELECTRICITY O/H
- E ELECTRICITY U/G
- POWER POLE
- ★ LIGHT POLE
- ◎ ELECTRICAL PIT
- ELECTRICAL PILLAR

## STORMWATER

- STORMWATER H/H
- GULLY TRAP
- SW STORMWATER LINE



Scale 1:2000 - Lengths are in Metres.  
 0 20 40 60 80 100 120 140 160 180 200 220 240 260 280

PRIOR TO ANY DEMOLITION, EXCAVATION OR CONSTRUCTION ON THE SITE, THE RELEVANT AUTHORITY SHOULD BE CONTACTED FOR POSSIBLE LOCATION OF FURTHER UNDERGROUND SERVICES AND DETAILED LOCATION OF ALL SERVICES.

CMS Number:

KIRRAMA PARK  
Community Titles Scheme

## SERVICES LOCATION DIAGRAM

Scale	AS SHOWN	Sheet	1 of 1
FORMAT	SKETCH PLAN		
COMPUTER FILE	12272-SLD-01.dwg	DRAWING NUMBER	
DATE	25/06/2021	REV.	B

12272-SL-1

## PLANNING BODY COMMUNITY MANAGEMENT STATEMENT NOTATION

QUEENSLAND TITLES REGISTRY  
Body Corporate and Community Management Act 1997

FORM 18C Version 1  
Page 1 of 1

**1. Name of community titles scheme**

Kirrama Park Community Titles Scheme 53170

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

SP288179

**2. Approval by Planning Body**



DELEGATED OFFICER  
RICHARD MACGILLIVRAY  
COORDINATOR - ENGINEERING & ENVIRONMENT  
ASSESSMENT UNIT  
SUNSHINE COAST REGIONAL COUNCIL

.....  
signed

.....  
Sunshine Coast Regional Council

.....  
Name and designation

.....  
Name of planning body

Planning Body Reference Number : POS21/0161

**Privacy Statement**

Collection of information from this form is authorised by legislation and is used to maintain publicly searchable records. For more information see the Department's website.



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

This form is the approved form that must be used in accordance with sections 98 and 99 of the *Building Act 1975*.

**Note:** The building certifier for the work must give this signed form to the owner as the final inspection certificate for a swimming pool or swimming pool barrier certifying the work is compliant with the building development approval.

### 1. Swimming pool owner details

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

Name ( <i>natural person or company</i> )	David and Stephanie Phillips Total Creative Constructions
---	---

### 2. Property description where swimming pool is located

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	26 (L11) Kirrama Way
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Suburb/locality	North Maleny
-----------------	--------------

State	QLD	Postcode	4552
-------	-----	----------	------

Lot and plan details ( <i>attach list if necessary</i> )	
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Lot No: 11	Plan No: SP 288178
------------	--------------------

Local government area the land is situated in	
---	--

Sunshine Coast Regional Council	
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### 3. Type of swimming pool

Non Shared Pool

### 4. Exemptions granted by local government (if applicable)

Details of exemption
----------------------

Date exemption granted
------------------------

Click or tap to enter a date.
-------------------------------

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

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

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

Restrictions
--------------

The following restrictions apply to the use or occupation of the swimming pool or swimming pool 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 barrier. This will also help ensure the ongoing use of the swimming pool or swimming pool 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:

Performance Solution	Requirements
----------------------	--------------

## 7. Certification

This form must be used by building certifiers to certify compliance of swimming pools and swimming pool barriers pursuant to section 10 of the *Building Act 1975* for the performance of building certification functions.

I certify that on an inspection carried out in accordance with best industry practice, the building work complies with the building approval and/or certificates of inspection were accepted from competent persons.

Stage	Date of inspection	Date of certificate
Final Inspection Swimming Pool	27/06/2023	26/07/2024

## 8. Building certifier

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

Name of building certifier ( <i>in full</i> )	Richard Jones
Licence number	A1091364

Signature



Building approval reference number	BA220154	Date	29/11/2024
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## OFFICE USE ONLY

Fee payable \$	Date received	Click or tap to enter a date.	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.

# Rate notice

Customer enquiries: T 07 5475 7542 E [rates@sunshinecoast.qld.gov.au](mailto:rates@sunshinecoast.qld.gov.au)



ABN 37 876 973 913

winston.007@bigpond.com

← 007772 000



Mr DP PHILLIPS &  
Mrs SJ PHILLIPS  
KIRRAMA PARK  
26 KIRRAMA WAY  
NORTH MALENY QLD 4552

## Half yearly rate notice for period

1 January 2026 to 30 June 2026

Issue date 20 January 2026  
Property no. 269551  
Valuation \$392,860  
Payment reference no. 101652682  
Due date for payment 20 February 2026

Amount payable \$1,202.11

**Property location:** Kirrama Park, 26 Kirrama Way NORTH MALENY QLD 4552

**Property description:** Lot 11 SP 288178 - Kirrama Park - Contribution Entitlement = 1/14 - Interest Entitlement = 1/14

Rates and charges	Units	Rate charged	Amount
<b>Sunshine Coast Council rates and charges</b>			
General Rate - Category 6		Minimum Rate =	793.15
Garden Organics Bin - 240 Litre	0.50 x	\$96.00 x .5 =	24.00
Waste Bin - 240 Litre	1 x	\$501.00 x .5 =	250.50
Arts and Heritage Levy	1 x	\$20.00 x .5 =	10.00
Environment Levy	1 x	\$82.00 x .5 =	41.00
Transport Levy	1 x	\$43.92 x .5 =	21.96
<b>State Government charges (Council required to collect on behalf of the State Government)</b>			
State Emergency Management Levy: Class D Group 2	1 x	x .5 =	61.50
<b>TOTAL:</b>			<b>\$1,202.11</b>

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

## Easy ways to pay:

Biller Code: 18259  
Ref: 101652682

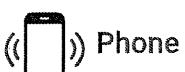
**Mobile & Internet Banking – BPAY®**  
Make this payment from your  
cheque, savings, debit, credit card  
or transaction account.



Pay in store at Australia  
Post, or online at  
[auspost.com.au/postbillpay](http://auspost.com.au/postbillpay)



\*214 101652682



Call 13 18 16 and follow the prompts

Credit Card: MasterCard and Visa

Billpay Code: 0214 Reference: 1 0165 2682



Internet

Go to [www.sunshinecoast.qld.gov.au](http://www.sunshinecoast.qld.gov.au), click on  
'Pay and Apply' and follow the prompts.

Reference: 1 0165 2682

MasterCard and Visa