

Form 2 Seller Disclosure Pack



Seller disclosure statement



Queensland
Government

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 **JESSE EDWARD FRANCIS JAMES CULLEN**

Property address
(referred to as the “property” in this statement) **37/1 POINSETTIA CT, MOOLOOLABA QLD 4557**

Lot on plan description **32/GTP103889**

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

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

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

Registered encumbrances	Registered encumbrances, if any, are recorded on the title search, and may affect your use of the property. Examples include easements, statutory covenants, leases and mortgages. You should seek legal advice about your rights and obligations before signing the contract.						
Unregistered encumbrances (excluding statutory encumbrances)	There are encumbrances not registered on the title that will continue to affect the property after settlement. ☒ Yes ☐ No Note—If the property is part of a community titles scheme or a BUGTA scheme it may be subject to and have the benefit of statutory easements that are NOT required to be disclosed. Unregistered lease (if applicable) If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows: <table><tr><td>» the start and end day of the term of the lease:</td><td>08/07/2025 - 09/01/2027</td></tr><tr><td>» the amount of rent and bond payable:</td><td>Rent: \$800 p/w, Bond: \$3000</td></tr><tr><td>» whether the lease has an option to renew:</td><td></td></tr></table> Other unregistered agreement in writing (if applicable) If the unregistered encumbrance is created by an agreement in writing, and is not an unregistered lease, a copy of the agreement is given, together with relevant plans, if any. ☐ Yes Unregistered oral agreement (if applicable) If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows:	» the start and end day of the term of the lease:	08/07/2025 - 09/01/2027	» the amount of rent and bond payable:	Rent: \$800 p/w, Bond: \$3000	» whether the lease has an option to renew:	
» the start and end day of the term of the lease:	08/07/2025 - 09/01/2027						
» the amount of rent and bond payable:	Rent: \$800 p/w, Bond: \$3000						
» whether the lease has an option to renew:							
Statutory encumbrances	There are statutory encumbrances that affect the property. ☐ Yes ☒ No <i>If Yes, the details of any statutory encumbrances are as follows:</i>						
Residential tenancy or rooming accommodation agreement	The property has been subject to a residential tenancy agreement or a rooming accommodation agreement under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> during the last 12 months. ☒ Yes ☐ No If Yes, when was the rent for the premises or each of the residents' rooms last increased? (<i>Insert date of the most recent rent increase for the premises or rooms</i>) 2026-01-10 Note—Under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> the rent for a residential premises may not be increased earlier than 12 months after the last rent increase for the premises. As the owner of the property, you may need to provide evidence of the day of the last rent increase. You should ask the seller to provide this evidence to you prior to settlement.						

Part 3 – Land use, planning and environment

WARNING TO BUYER – You may not have any rights if the current or proposed use of the property is not lawful under the local planning scheme. You can obtain further information about any planning and development restrictions applicable to the lot, including in relation to short-term letting, from the relevant local government.

Zoning	The zoning of the property is <i>(Insert zoning under the planning scheme, the Economic Development Act 2012; the Integrated Resort Development Act 1987; the Mixed Use Development Act 1993; the State Development and Public Works Organisation Act 1971 or the Sanctuary Cove Resort Act 1985, as applicable)</i>: Medium Density Residential Zone	
Transport proposals and resumptions	The lot is affected by a notice issued by a Commonwealth, State or local government entity and given to the seller about a transport infrastructure proposal* to: locate transport infrastructure on the property; or alter the dimensions of the property. ☐ Yes ☒ No The lot is affected by a notice of intention to resume the property or any part of the property. ☐ Yes ☒ No <i>If Yes, a copy of the notice, order, proposal or correspondence must be given by the seller.</i>	
Contamination and environmental protection	The property is recorded on the Environmental Management Register or the Contaminated Land Register under the <i>Environmental Protection Act 1994</i>. ☐ Yes ☒ No The following notices are, or have been, given: A notice under section 408(2) of the <i>Environmental Protection Act 1994</i> (for example, land is contaminated, show cause notice, requirement for site investigation, clean up notice or site management plan). ☐ Yes ☒ No A notice under section 369C(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which an environmental enforcement order applies). ☐ Yes ☒ No A notice under section 347(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which a prescribed transitional environmental program applies). ☐ Yes ☒ No	
Trees	There is a tree order or application under the <i>Neighbourhood Disputes (Dividing Fences and Trees) Act 2011</i> affecting the property. ☐ Yes ☒ No <i>If Yes, a copy of the order or application must be given by the seller.</i>	
Heritage	The property is affected by the <i>Queensland Heritage Act 1992</i> or is included in the World Heritage List under the <i>Environment Protection and Biodiversity Conservation Act 1999</i> (Cwlth). ☐ Yes ☒ No	
Flooding	Information about whether the property is affected by flooding or another natural hazard or within a natural hazard overlay can be obtained from the relevant local government and you should make your own enquires. Flood information for the property may also be available at the FloodCheck Queensland portal or the Australian Flood Risk Information portal.	
Vegetation, habitats and protected plants	Information about vegetation clearing, koala habitats and other restrictions on development of the land that may apply can be obtained from the relevant State government agency.	

Part 4 – Buildings and structures

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

Swimming pool	There is a relevant pool for the property. If a community titles scheme or a BUGTA scheme – a shared pool is located in the scheme. Pool compliance certificate is given. OR Notice of no pool safety certificate is given.	☒ Yes ☐ No ☒ Yes ☐ No ☒ Yes ☐ No ☐ Yes ☒ No
Unlicensed building work under owner builder permit	Building work was carried out on the property under an owner builder permit in the last 6 years. <i>A notice under section 47 of the Queensland Building and Construction Commission Act 1991 must be given by the seller and you may be required to sign the notice and return it to the seller prior to signing the contract.</i>	
Notices and orders	There is an unsatisfied show cause notice or enforcement notice under the <i>Building Act 1975</i>, section 246AG, 247 or 248 or under the <i>Planning Act 2016</i>, section 167 or 168. The seller has been given a notice or order, that remains in effect, from a local, State or Commonwealth government, a court or tribunal, or other competent authority, requiring work to be done or money to be spent in relation to the property. <i>If Yes, a copy of the notice or order must be given by the seller.</i>	☐ Yes ☒ No ☐ Yes ☒ No
Building Energy Efficiency Certificate	If the property is a commercial office building of more than 1,000m², a Building Energy Efficiency Certificate is available on the Building Energy Efficiency Register.	
Asbestos	The seller does not warrant whether asbestos is present within buildings or improvements on the property. Buildings or improvements built before 1990 may contain asbestos. Asbestos containing materials (ACM) may have been used up until the early 2000s. Asbestos or ACM may become dangerous when damaged, disturbed, or deteriorating. Information about asbestos is available at the Queensland Government Asbestos Website (asbestos.qld.gov.au) including common locations of asbestos and other practical guidance for homeowners.	

Part 5 – Rates and services

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

Rates	Whichever of the following applies—
	The total amount payable* for all rates and charges (without any discount) for the property as stated in the most recent rate notice is:
	Amount: \$1401.14 Date Range: 01/01/2026 - 30/06/2026
	OR
	The property is currently a rates exempt lot.** ☐
	OR
	The property is not rates exempt but no separate assessment of rates ☐ is issued by a local government for the property.

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

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

Water	Whichever of the following applies—
	The total amount payable as charges for water services for the property as indicated in the most recent water services notice* is:
	Amount: \$389.71 Date Range: 10/02/2026 - 08/05/2026
	OR
	There is no separate water services notice issued for the lot; however, an estimate of the total amount payable for water services is:
	Amount: Date Range:

* A water services notices means a notice of water charges issued by a water service provider under the *Water Supply (Safety and Reliability) Act 2008*.

Part 6 – Community titles schemes and BUGTA schemes

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

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

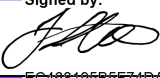
For more information about living in a body corporate and your rights and obligations, contact the Office of the Commissioner for Body Corporate and Community Management.

Body Corporate and Community Management Act 1997	The property is included in a community titles scheme. ☒ Yes ☐ No (If Yes, complete the information below)
Community Management Statement	A copy of the most recent community management statement for the scheme as recorded under the <i>Land Title Act 1994</i> or another Act is given to the buyer. ☒ Yes Note—If the property is part of a community titles scheme, the community management statement for the scheme contains important information about the rights and obligations of owners of lots in the scheme including matters such as lot entitlements, by-laws and exclusive use areas.
Body Corporate Certificate	A copy of a body corporate certificate for the lot under the <i>Body Corporate and Community Management Act 1997</i>, section 205(4) is given to the buyer. ☒ Yes ☐ No If No— An explanatory statement is given to the buyer that states: ☐ Yes » a copy of a body corporate certificate for the lot is not attached; and » the reasons under section 6 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot.
Statutory Warranties	Statutory Warranties—If you enter into a contract, you will have implied warranties under the <i>Body Corporate and Community Management Act 1997</i> relating to matters such as latent or patent defects in common property or body corporate assets; any actual, expected or contingent financial liabilities that are not part of the normal operating costs; and any circumstances in relation to the affairs of the body corporate that will materially prejudice you as owner of the property. There will be further disclosure about warranties in the contract.

Building Units and Group Titles Act 1980	The property is included in a BUGTA scheme ☐ Yes ☒ No (If Yes, complete the information below)
Body Corporate Certificate	A copy of a body corporate certificate for the lot under the <i>Building Units and Group Titles Act 1980</i>, section 40AA(1) is given to the buyer. ☐ Yes ☐ No If No— An explanatory statement is given to the buyer that states: ☐ Yes » a copy of a body corporate certificate for the lot is not attached; and » the reasons under section 7 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot. Note—If the property is part of a BUGTA scheme, you will be subject to by-laws approved by the body corporate and other by-laws that regulate your use of the property and common property.

Signatures – SELLER

Signed by:



EC488195B5F74DA

Signature of seller

Signature of seller

JESSE EDWARD FRANCIS JAMES CULLEN

Name of Seller

Name of Seller

04-06-2026

Date

Date

Signatures – BUYER

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

Signature of buyer

Signature of buyer

Name of buyer

Name of buyer

Date

Date

CURRENT TITLE SEARCH
QUEENSLAND TITLES REGISTRY PTY LTD



Request No: 56390192
Search Date: 04/06/2026 10:34

Title Reference: 50114131
Date Created: 16/02/1996

Previous Title: 50082871

REGISTERED OWNER

Dealing No: 716569950 22/06/2015

JESSE EDWARD FRANCIS JAMES CULLEN

ESTATE AND LAND

Estate in Fee Simple

LOT 32 GROUP TITLES PLAN OF RESUBDIVISION 103889
Local Government: SUNSHINE COAST
COMMUNITY MANAGEMENT STATEMENT 19137

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 12748250 (POR 312)
2. MORTGAGE No 716569951 22/06/2015 at 11:06
COMMONWEALTH BANK OF AUSTRALIA A.B.N. 48 123 123 124

ADMINISTRATIVE ADVICES - NIL
UNREGISTERED DEALINGS - NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

COPYRIGHT QUEENSLAND TITLES REGISTRY PTY LTD [2026]
Requested By: D-ENQ INFOTRACK PTY LIMITED

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

Regulation 8(1)
Sheet No. 1 of 8 Sheets
ANNEXURE 1 TO SHEET 1
MADE 18 FEB 1996

NAME OF PARCEL: "EMERALD SPRINGS"

OF RESUBDIVISION
GROUP TITLES PLAN NO. 103889
RESUBDIVIDING LOT 25 ON GTP NO: 102914

SIGNATURE OF REGISTERED PROPRIETOR:

[Signature]
LINMAN HOLDINGS PTY LTD, A.C.N. 005 408 177
by its Attorney ROBERT STEPHEN PHILLIPS
under Power of Attorney No. 703603696
who hereby declares that he has not
received notice of revocation thereof.

FOLR

NAME OF REGISTERED PROPRIETOR: Linman Holdings Pty Ltd ACN 005408177

ADDRESS: P.O. Box 65
Cotton Tree 4558

19504268

TITLE REFERENCE: 50082871

DESCRIPTION OF PARCEL: LOT 25 ON GTP NO: 102914

COUNTY: Canning

PARISH: Mooloolah

CITY:



PLAN OF
LOTS 26-34
IN LOT 25
ON GTP102914

ORIG DG 12748250
ORIG FOR 312
MAP REF
9544-43/23

NAME OF BODY CORPORATE: The Proprietors
"EMERALD SPRINGS"
GROUP TITLE PLAN NO: 4268

ADDRESS at which documents
may be served: P.O. Box 65
Cotton Tree 4558

OF RESUBDIVISION
GROUP TITLES PLAN No.: **103889**



[Signature]
DELEGATED AUTHORITY

MAROOCHY SHIRE COUNCIL

Surveyor's Reference: 860514
Local Authority Reference: 35860

CISPR

OF RESUBDIVISION
OF GROUP TITLES-PLAN No.

103889

ON

18 FEB. 1996

REGISTRAR OF TITLES.

ALL DEALINGS WITH COMMON PROPERTY ARE RECORDED IN GROUP TITLES PLAN No. 4268

100

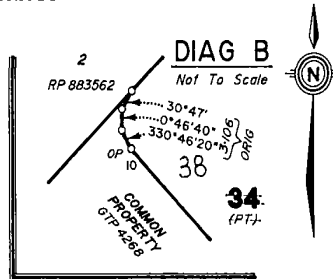
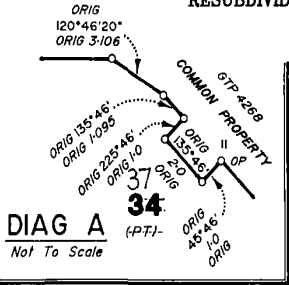
Building Units and Group Titles Act 1980
BUILDING UNITS AND GROUP TITLES REGULATIONS 1980

Name of Parcel: "EMERALD SPRINGS"

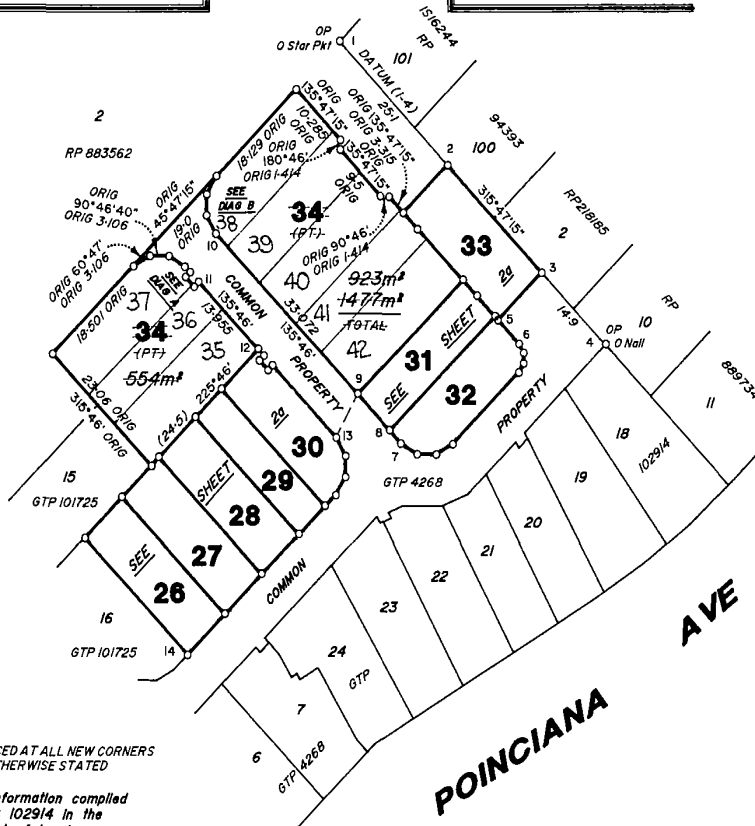
Regulation 8(1)
Sheet No.2 of 8 Sheets

OF RESUBDIVISION
GROUP TITLES PLAN NO. 103889

RESUBDIVIDING LOT 25 ON GTP NO:102914



Amendments made to Lot 34
in accordance with Group Titles
Plan of Resubdivision No. 104400
this
18 JUN 1996
[Signature]



PEGS PLACED AT ALL NEW CORNERS
UNLESS OTHERWISE STATED

Original information compiled
from GTP 102914 in the
Department of Lands

SCALE: 1:750

SIGNATURE OF REGISTERED PROPRIETOR:

[Signature]

LINMAN HOLDINGS PTY LTD A.C.N. 005 408 177
by its Attorney ROBERT SCOTTEN PHILLIPS
under Power of Attorney 76068856
who hereby declares that he has not
received notice of revocation thereof.

[Signature]
DELEGATED AUTHORITY

MAROOCHY SHIRE COUNCIL

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

Name of Parcel: "EMERALD SPRINGS"

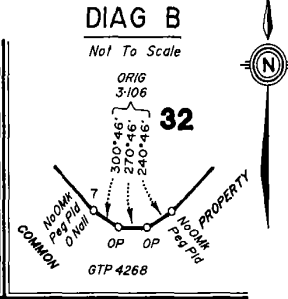
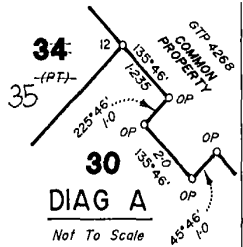
Regulation 8(1)
Sheet No. 2 of 8 Sheets

GROUP TITLES PLAN NO. 103889

RESUBDIVIDING LOT 25 ON GTP NO:102914

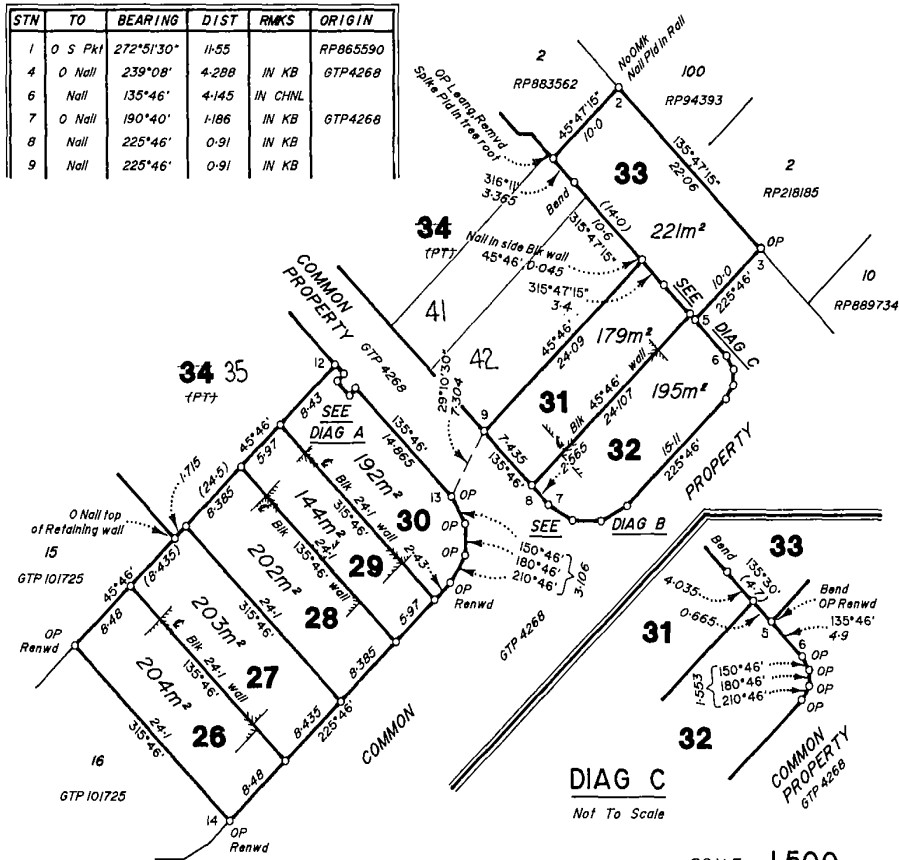
Original Information compiled
from GTP 102914 in the
Department of Lands

PEGS PLACED AT ALL NEW CORNERS
UNLESS OTHERWISE STATED



REFERENCE MARKS

STN	TO	BEARING	DIST	MARKS	ORIGIN
1	O S Pk	272°51'30"	11.55		RP865590
4	O Nail	239°08'	4.288	IN KB	GTP4268
6	Nail	135°46'	4.145	IN CHNL	
7	O Nail	190°40'	1.186	IN KB	GTP4268
8	Nail	225°46'	0.91	IN KB	
9	Nail	225°46'	0.91	IN KB	



SCALE: 1:500

SIGNATURE OF REGISTERED PROPRIETOR:

[Signature]
LINMAN HOLDINGS PTY. LTD. A.C.N. 005 408 177
by its Attorney ROBERT STEPHEN PHILLIPS
under Power of Attorney No. 706688396
who hereby declares that he has not
received notice of revocation thereof.

[Signature]
DELEGATED AUTHORITY
MAROOCHY SHIRE COUNCIL

Amendments made to Lot 34
in accordance with Group Titles
Plan of Resubdivision No. 104400
this
18 JUN 1996

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

Name of Parcel: "EMERALD SPRINGS"

Sheet No.3 of 8 Sheets

OF RESUBDIVISION
GROUP TITLES PLAN NO. 103889
RESUBDIVIDING LOT 25 ON GTP NO:102914

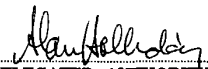
Ken Hicks & Associates Pty Ltd (A.C.N. 010 278 823)
hereby certify that the company have
surveyed the land comprised in this plan
by Daniel Joseph Kearney (Surv Grad)
for whose work this company accepts responsibility
and that the plan is accurate, that the said survey was performed in accordance with
the Surveyors Act 1977 and the Surveyors Regulation 1992 and that the said survey
was completed on 4/12/95



Licensed Surveyor/
Director

Director

Date 7/12/1995


DELEGATED AUTHORITY

MAROOCHY SHIRE COUNCIL

Building Units and Group Titles Act 1980-1990
BUILDING UNITS AND GROUP TITLES REGULATIONS 1980
(Form 3)

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

OF RESUBDIVISION
GROUP TITLES PLAN NO. 103889
RESUBDIVIDING LOT 25 ON GTP NO:102914

CERTIFICATE OF LOCAL AUTHORITY

~~*Council~~ Maroochy Shire Council hereby certifies that the proposed
subdivision of the parcel as illustrated in the abovementioned plan, has been approved by the
~~*Council~~ Maroochy Shire Council and that all requirements of
the Local Government Acts 1936 (as amended) as modified by the Building Units and Group Titles
Act 1980 (as amended) have been complied with in regard to the subdivision.

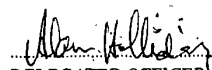
DATED this

16th

day of

January

, 1996


DELEGATED OFFICER
being the proper officer to
affix such seal

~~*Council~~ Maroochy Shire Council

*Insert name of local authority

Building Units and Group Titles Act 1980
BUILDING UNITS AND GROUP TITLES REGULATIONS 1980
(Form 7)

Name of Parcel: "EMERALD SPRINGS" Regulation 8(1)
Sheet No.5 of 8 Sheets

OF RESUBDIVISION
GROUP TITLES PLAN NO. 103889

RESUBDIVIDING LOT 25 ON GTP NO:102914

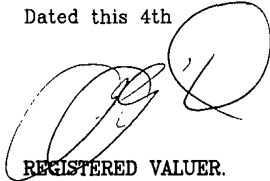
I, Jeffrey Graham Southwell, of the 4th Level,77 The Esplanade
MOOLOOLABA 4557

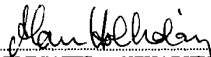
a valuer registered under the provisions of the Valuers Registration Act 1965 as amended, do hereby certify
that set forth in the following schedule is my opinion as to the unimproved value, and the lot entitlement,
of each lot contained in the group titles plan to which this certificate is annexed.

SCHEDULE

LOT	UNIMPROVED VALUE	LOT ENTITLEMENT
1	18,000	1
2	18,000	1
3	18,000	1
4	18,000	1
5	18,000	1
6	18,000	1
7	18,000	1
9	18,000	1
10	18,000	1
11	18,000	1
12	18,000	1
13	18,000	1
14	18,000	1
15	18,000	1
16	18,000	1
18	18,000	1
19	18,000	1
20	18,000	1
21	18,000	1
22	18,000	1
23	18,000	1
24	18,000	1
26	18,000	1
27	18,000	1
AGGREGATE		

Dated this 4th day of DECEMBER 1995


REGISTERED VALUER.


DELEGATED AUTHORITY
MAROOCHY SHIRE COUNCIL

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

Name of Parcel: "EMERALD SPRINGS"

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

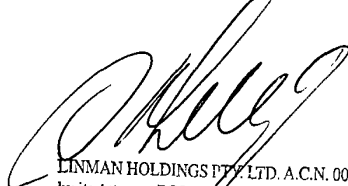
OF RESUBDIVISION
GROUP TITLES PLAN NO. 103889

RESUBDIVIDING LOT 25 ON GTP NO:102914

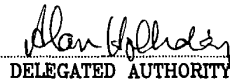
SCHEDULE OF ENTITLEMENTS AND REFERENCE TO
CURRENT CERTIFICATE OF TITLE

Lot No.	Entitlement	Current C's T.		Lot No.	Entitlement	Current C's T.	
		Vol.	Fol.			Vol.	Fol.
1	1	18777	163	34	1		
2	1	18777	164	35	1		
3	1	18777	165	36	1		
4	1	18777	166	37	1		
5	1	18777	167	38	1		
6	1	18777	168	39	1		
7	1	18777	169	40	1		
9	1	50052835		41	1		
10	1	50052836		42	1		
11	1	50052837					
12	1	50052838					
13	1	50052839					
14	1	50052840					
15	1	50052841					
16	1	50052842					
18	1	50082864					
19	1	50082865					
20	1	50082866					
21	1	50082867					
22	1	50082868					
23	1	50082869					
24	1	50082870					
26	1						
27	1						
28	1						
29	1						
30	1						
31	1						
32	1						
33	1						
AGGREGATE				AGGREGATE	38		

SIGNATURE OF REGISTERED PROPRIETOR:



LINMAN HOLDINGS PTY LTD. A.C.N. 005 408 177
by its Attorney ROBERT STEPHEN PHILLIPS
under Power of Attorney No. 700566396
who hereby declares that he has not
received notice of revocation thereof.



DELEGATED AUTHORITY
MAROOCHY SHIRE COUNCIL

Amendments made to Lot 34
in accordance with Group Titles
Plan of Resubdivision No. 104400
this

18 JUN 1996

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

Dealing Number



OFFICE USE ONLY

Privacy Statement

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1. Nature of request

Request to Record New Community Management Statement for Emerald Springs Community Titles Scheme 19137

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

Nicholsons Solicitors

GPO Box 454

BRISBANE QLD 4001

Telephone No: (07) 3226 3944

Lodger Code

250A

2. Lot on Plan Description

Common Property of Emerald Springs Community Titles Scheme 19137

Title Reference

19504268

3. Registered Proprietor/State Lessee

Body Corporate for Emerald Springs Community Titles Scheme 19137

4. Interest

Fee Simple

5. Applicant

Body Corporate for Emerald Springs Community Titles Scheme 19137

6. Request

I hereby request that the New Community Management Statement deposited herewith which amends Schedule C of the existing Community Management Statement be recorded as the Community Management Statement for Emerald Springs Community Titles Scheme 19137

7. Execution by applicant

26, 08, 22

Execution Date

Applicant's or Solicitor's Signature

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

MEAGAN ELIZABETH BROWN
SOLICITOR

QUEENSLAND TITLES REGISTRY **NEW COMMUNITY MANAGEMENT STATEMENT**
Body Corporate and Community Management Act 1997

CMS Version 3
Page 1 of 13

THIS STATEMENT MUST BE LODGED TOGETHER WITH A FORM 14 GENERAL REQUEST AND IN THE CASE OF A NEW STATEMENT MUST BE LODGED WITHIN THREE (3) MONTHS OF THE DATE OF CONSENT BY THE BODY CORPORATE

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

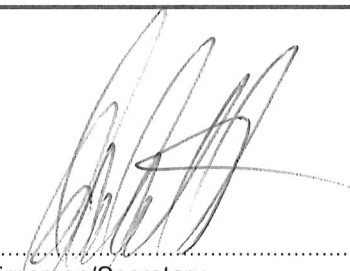
Office use only
CMS LABEL NUMBER

- | | |
|--|--|
| <p>1. Name of community titles scheme
Emerald Springs Community Titles Scheme 19137</p> | <p>2. Regulation module
Standard Module</p> |
|--|--|
-
- 3. Name of Body Corporate**
Body Corporate for Emerald Springs Community Titles Scheme 19137
-
- | | |
|--|------------------------|
| <p>4. Scheme land
Lot on Plan Description

See Enlarged Panel</p> | <p>Title Reference</p> |
|--|------------------------|
-
- | | |
|---|--|
| <p>5. #Name and address of original owner
Not Applicable</p> | <p>6. Reference to plan lodged with this statement
Not Applicable</p> |
|---|--|
- # first community management statement only
-
- 7. Local Government community management statement notation**
Not applicable pursuant to section 60(6) of the *Body Corporate and Community Management Act 1997*.
-
- 8. Consent of Body Corporate**



22/08/22
Execution Date


Chairperson/Secretary


Committee Member

***Execution**

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

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Title Reference 19504268

4. Scheme Land

Lot on Plan Description	Title Reference
Common Property of Emerald Springs Community Titles Scheme 19137	19504268
Lot 1 on GTP 4268	18777163
Lot 2 on GTP 4268	18777164
Lot 3 on GTP 4268	18777165
Lot 4 on GTP 4268	18777166
Lot 5 on GTP 4268	18777167
Lot 6 on GTP 4268	18777168
Lot 7 on GTP 4268	18777169
Lot 9 on GRP 101725	50052835
Lot 10 on GRP 101725	50052836
Lot 11 on GRP 101725	50052837
Lot 12 on GRP 101725	50052838
Lot 13 on GRP 101725	50052839
Lot 14 on GRP 101725	50052840
Lot 15 on GRP 101725	50052841
Lot 16 on GRP 101725	50052842
Lot 18 on GRP 102914	50052864
Lot 19 on GRP 102914	50052865
Lot 20 on GRP 102914	50052866
Lot 21 on GRP 102914	50052867
Lot 22 on GRP 102914	50052868
Lot 23 on GRP 102914	50052869
Lot 24 on GRP 102914	50052870
Lot 26 on GRP 103889	50114125
Lot 27 on GRP 103889	50114126
Lot 28 on GRP 103889	50114127
Lot 29 on GRP 103889	50114128
Lot 30 on GRP 103889	50114129
Lot 31 on GRP 103889	50114130
Lot 32 on GRP 103889	50114131
Lot 33 on GRP 103889	50114132
Lot 35 on GRP 104400	50128883
Lot 36 on GRP 104400	50128884
Lot 37 on GRP 104400	50128885
Lot 38 on GRP 104400	50128886
Lot 39 on SP 117512	50329187
Lot 40 on SP 117512	50329188
Lot 41 on GRP 104400	50128889

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

ENLARGED PANEL

FORM 20 Version 2
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Title Reference 19504268

Lot 42 on GRP 104400
Common Property of Emerald Springs Community Titles Scheme 19137

50128890
19504268

SCHEDULE

Title Reference 19504268

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 1 on GTP 4268	1	1
Lot 2 on GTP 4268	1	1
Lot 3 on GTP 4268	1	1
Lot 4 on GTP 4268	1	1
Lot 5 on GTP 4268	1	1
Lot 6 on GTP 4268	1	1
Lot 7 on GTP 4268	1	1
Lot 9 on GRP 101725	1	1
Lot 10 on GRP 101725	1	1
Lot 11 on GRP 101725	1	1
Lot 12 on GRP 101725	1	1
Lot 13 on GRP 101725	1	1
Lot 14 on GRP 101725	1	1
Lot 15 on GRP 101725	1	1
Lot 16 on GRP 101725	1	1
Lot 18 on GRP 102914	1	1
Lot 19 on GRP 102914	1	1
Lot 20 on GRP 102914	1	1
Lot 21 on GRP 102914	1	1
Lot 22 on GRP 102914	1	1
Lot 23 on GRP 102914	1	1
Lot 24 on GRP 102914	1	1
Lot 26 on GRP 103889	1	1
Lot 27 on GRP 103889	1	1
Lot 28 on GRP 103889	1	1
Lot 29 on GRP 103889	1	1
Lot 30 on GRP 103889	1	1
Lot 31 on GRP 103889	1	1
Lot 32 on GRP 103889	1	1
Lot 33 on GRP 103889	1	1
Lot 35 on GRP 104400	1	1
Lot 36 on GRP 104400	1	1
Lot 37 on GRP 104400	1	1
Lot 38 on GRP 104400	1	1

SCHEDULE

Title Reference 19504268

Lot 39 on SP 117512	1	1
Lot 40 on SP 117512	1	1
Lot 41 on GRP 104400	1	1
Lot 42 on GRP 104400	1	1
TOTALS	38	38

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

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

SCHEDULE C BY-LAWS

1. Interpretation

- 1.1 Headings throughout these By-Laws are for guidance only and are not to be used as an aid in the interpretation of these By-Laws.
- 1.2 Plurals shall include the singular and singular the plural. References to either gender shall include a reference to the other gender.
- 1.3 Throughout these By-Laws, the following terms shall, where the context so admits, have the means herein ascribed to them.
- 1.3.1 "Act" means the Body Corporate and Community Management Act 1997;
- 1.3.2 "Body Corporate" means the Body Corporate for Emerald Springs Community Titles Scheme 19137;
- 1.3.3 "Common Property" means the common property as defined by the Act;
- 1.3.4 "Committee" means the Committee of the Body Corporate appointed pursuant to the Act;
- 1.3.5 "Committee's Representative" means a member of the Committee appointed from time to time for the purpose of representing the Committee;
- 1.3.6 "Complex" means all of the Lots and Common Property in Emerald Springs Community Titles Scheme 19137;
- 1.3.7 "Heavy Vehicle" includes a motor vehicle in excess of two (2) tonnes weight;
- 1.3.8 "Lot" means a lot in the Plan and includes a townhouse constructed on the Lot;
- 1.3.9 "Motor Vehicles" includes motor bikes but does not include motor vehicles in excess of two (2) tonnes weight, caravans, campervans or mobile homes;
- 1.3.10 "Original Owner" has the meaning assigned to it in the Act;
- 1.3.11 "Plan" means the plan or plans registered in respect of the scheme land;
- 1.3.12 "Secretary" means the secretary of the Body Corporate appointed pursuant to the Act;

Title Reference 19504268

1.3.13 "Town House" means a dwelling constructed or to be constructed on a Lot and includes the garage and courtyard on the Lot.

2. Use of Lot

- 2.1 Lot 1 may be used as an office for the provision for caretaker services and the operation of a letting business as well as for residential purposes.
- 2.2 All other Lots shall be used for residential purposes only.
- 2.3 An Owner or occupier without the Committee's prior written consent shall not permit its use for any purpose that may cause a nuisance or hazard or for any illegal or immoral purpose.
- 2.4 Subject to By-Law 17 the garages situated on each Lot shall be used for parking of Motor Vehicles only.

3. General Appearance of Lots

- 3.1 An Owner or occupier without the Committee's prior written consent shall not:
 - 3.1.1 permit any structural alterations be made to any Townhouse;
 - 3.1.2 permit any alterations to any gas, water or electrical installations or services to the Lot;
 - 3.1.3 install any air conditioning system;
 - 3.1.4 alter the external appearance of the Lot;
 - 3.1.5 alter the garden or landscaping on the Lot or the nature strips adjacent to the Lot;
 - 3.1.6 erect or alter any fence on the Lot;
 - 3.1.7 install or construct on the Lot any structure or item that can be viewed from outside the Lot.
- 3.2 An Owner or occupier of a Lot shall not:
 - 3.2.1 permit any towel, bedding, clothing or any item of washing to be hung outside the townhouse where it is visible from outside the Lot;
 - 3.2.2 display any sign, advertisement, placard, banner, pamphlet or like item on any part of the Lot so that it is visible from outside the Lot.

4. Maintenance of Lots and Townhouses

- 4.1 An Owner or occupier of a Lot shall:
 - 4.1.1 be responsible for the property maintenance of his Lot and minor repairs including touch up painting to external surfaces;
 - 4.1.2 ensure that his Lot is so kept and maintained as not to be offensive in appearance;
 - 4.1.3 not permit the accumulation of excess rubbish or otherwise;

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- 4.1.4 repair any improvement constructed or installed on the Lot (including where necessary, renewal or replacement of the whole or part thereof) on external surfaces;
- 4.1.5 shall not use materials and external finishes other than of the same colour and type as those comprised in such improvements without the prior written consent of the Committee;
- 4.1.6 maintain the interior of his Townhouse in a clean condition;
- 4.1.7 take all practical steps to prevent infestation by vermin and/or insects;
- 4.1.8 maintain in good condition and repair and keep clean any part of the Common Property which the Owner has the exclusive use of;
- 4.1.9 keep lawns and gardens free of noxious weeds preventing them spreading to other Lots;
- 4.1.10 prevent the excessive growth of grass and other vegetation making his Lot unsightly;
- 4.1.11 not to vary the external appearance of the Lot without the prior written consent of the Committee.

4.2 For the purposes of this By-Law "improvements" shall include walls, windows, garage roller doors, doors, fly screens, gates, walkways, paths, driveways, yard, lawn, landscaping, gardens, plants, irrigation, and drainage facilities within a Lot.

5. Water Apparatus

5.1 An Owner or occupier of a Lot shall:

- 5.1.1 see that all water taps on the Lot are properly turned off after use;
- 5.1.2 only use water closets, sinks, pipes or drains and other water apparatus for the purposes of which they were constructed;
- 5.1.3 not deposit any sweepings, rubbish or unsuitable substances in water closets, sinks, pipes or drains.

5.2 Any costs or expenses resulting from any damage or blockage to any water closet, sink, pipe or drain from misuse or neglect shall be paid by the Owner of the relevant Lot.

6. Lighting and Heating of Townhouses

6.1 The Owner or occupier of a Lot shall not:

- 6.1.1 use any chemicals, burning fluids, acetylene gas or alcohol in lighting or heating a Townhouse;
- 6.1.2 in any way cause or increase a risk of fire or explosion in such Townhouse.

7. Storage of Flammable Liquids, etc

7.1 An Owner or occupier of a Lot shall not, except with the consent in writing of the Committee, use or store upon his Lot or upon the Common Property any flammable chemical, liquid or gas or other flammable material other than:

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- 7.1.1 chemicals, liquids, gases or other material used or intended to be used for domestic purposes;
- 7.1.2 any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

8. Windows

8.1 The windows of a Townhouse shall be:

- 8.1.1 kept clean;
- 8.1.2 promptly replace with fresh glass of the same kind, colour and weight as at present if broken or cracked.

9. Window Covers

9.1 An Owner or occupier shall not without the prior written consent of the Committee:

- 9.1.1 install curtains, drapes, shutters and blinds on the interior of a Townhouse and window covers without such items having a white backing;
- 9.1.2 cover windows with aluminium foil or similar reflective material or tint the windows;
- 9.1.3 affix shutters, awnings or other window covers externally to any building on the Lot.

10. Keeping of Animals

- 10.1 An Owner or occupier of a Lot shall be entitled to keep animals on his Lot but if the Committee gives written notice to such Owner or occupier that such animals or any of them are causing nuisance to any other persons, the Owner or occupier shall forthwith remove the animals specified in the notice from the relevant Lot.
- 10.2 This By-Law is subject to Section 181 of the Act. For the purpose of this By-Law "animal" means dogs, cats, fish and birds.

11. Antennae

11.1 Not without the prior written consent of the Committee may a television, radio or other antenna or device be:

- 11.1.1 erected to any external building surface within the Lot;
- 11.1.2 installed within the Townhouse so that it is visible from outside the Lot.

12. Security of Townhouses

- 12.1 All doors (including garage doors) and windows to any Townhouse shall be locked on all occasions when the Townhouse is left unoccupied;
- 12.2 The Committee reserves the right to enter and lock the same if left unlocked.

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13. Nuisance

13.1 An Owner or occupier of a Lot shall not permit upon the Lot:

- 13.1.1 any noxious or offensive trade or activity;
- 13.1.2 anything which will become an annoyance or a nuisance to the neighbourhood;
- 13.1.3 anything that would likely interfere with the peaceful enjoyment of Owners or occupiers of other Lots or Common Property;
- 13.1.4 any loud noises from any source within the Lot to be heard externally to the Lot in a manner to interrupt the peaceful enjoyment of the Owners or occupiers of other Lots;
- 13.1.5 the use of any electrical or other device which would interfere with telephone, television or radio reception located on other Lots;
- 13.1.6 the use of musical instruments, wirelasses, stereos and other such devices in a manner which would cause unreasonable annoyance to other Lot Owners or occupiers.

13.2 An Owner and occupier of a Lot shall ensure that their guests who leave after 11.00pm leave quietly.

13.3 An Owner and occupier of a Lot must take all reasonable steps to minimise all avoidable noise emanating from his Lot likely to cause a nuisance to Owners and occupiers of other Lots.

14. Garbage Disposal

14.1 An Owner or occupier of a Lot shall:

- 14.1.1 ensure that any garbage bin maintained on the Lot is in a clean condition so that it is not visible from outside the Lot;
- 14.1.2 comply with all local authority By-Laws and ordinances relating to the disposal of garbage;
- 14.1.3 ensure that the health, hygiene and comfort of the Owner or occupier of any other Lot is not adversely affected by his disposal of garbage.

15. Damage to Common Property

15.1 An Owner or occupier of a Lot shall not:

- 15.1.1 damage the Common Property; or
- 15.1.2 except with the prior written consent of the Committee, use for his own purposes as a garden any portion of the Common Property.

16. Committee to be notified of accidents etc.

An Owner or occupier of a Lot shall give to the Committee prompt notice of any accident to or defect in any water pipes, gas pipes, electric installation or fixtures on part of the Common Property which comes to his knowledge.

Title Reference 19504268

17. Caravans and Vehicles

17.1 An Owner or occupier of a Lot shall not:

17.1.1 permit any caravan, campervan, mobile home, boat or trailer:

17.1.1.1 to be parked upon the Common Property; or

17.1.1.2 upon his Lot unless the same is housed in a garage and is not visible from any part of the Common Property.

17.1.2 permit any occupation of a caravan, campervan or mobile home upon his Lot;

17.1.3 drive or permit to be driven any Heavy Vehicle into or over the Common Property other than such Heavy Vehicles necessary to complete the construction or improvements on a Lot or pursuant to any statute and/or local authority ordinances.

17.2 An Owner or occupier of a Lot shall not park or stand any Motor Vehicle except within the garage or drive of his Lot.

18. Inspection of Townhouses

18.1 Upon one day's notice in writing the Committee and its servants, agents and contractors shall be permitted to:

18.1.1 inspect any Lot including the interior of any Townhouse;

18.1.2 test any electrical, gas or water installation or equipment thereon;

18.1.3 trace and repair any leakage or defect in the said installation or equipment;

18.1.4 carry out works required or permitted by the By-Laws or the Act.

18.2 If not permitted they may effect an entry without liability for any damage occasioned to the Lot or any structure thereon in effecting the entry.

18.3 The Committee, in exercising this power, shall ensure that its servants, agents and employees cause as little inconvenience to such Owner or occupier as is reasonable in the circumstances.

19. Repairs by the Body Corporate

Where the Body Corporate expends money to make good the damage caused by a breach of the Act or of these By-Laws by an Owner or occupier of a Lot or their tenants, guests, servants, employees, agents or children, invitees and licensees the Committee shall be entitled to recover the amount so expended as a debt in an action in any court from the Owner of the Lot at the time when the breach occurred.

20. Costs

20.1 An Owner shall pay on demand:

20.1.1 the whole of the Body Corporate's costs and expenses (including solicitors and own client costs) incurred in recovering levies or moneys duly levied upon that Owner's Lot pursuant to the By-Laws or the Act such amount deemed to be a liquidated debt which is due;

Title Reference 19504268

20.1.2 such costs as may have been ordered to be paid by the Owner to the Body Corporate by any Court Tribunal or body with authority to order the payment of costs.

21. Discount

21.1 The Body Corporate may grant a discount of 20% if payment is received by the Body Corporate on or before the date fixed for payment of a contribution or instalment of a contribution.

22. Contractors

An Owner or occupier of a Lot shall not directly instruct any contractors or workmen employed by the Committee unless so authorised in writing.

23. Notification of Infectious Diseases

23.1 An Owner or occupier of a Lot shall give notification of the outbreak of any infectious disease on the Lot where notice is required by statute.

23.2 The Owner or occupier of the Lot shall be responsible for any expenses in disinfecting the Lot.

24. Use of Common Property and Display of Lots

24.1 The Original Owner may use all reasonable efforts to sell Lots in the Scheme Land including:

24.1.1 erecting signs on Common Property;

24.1.2 having display Lots.

24.2 The Original Owner may use the Common Property as reasonable required for the purposes of access, storage of materials, and other requirements reasonable necessary for the purpose of constructing Townhouses and other buildings on the Scheme Land.

24.3 The rights contained in this By-Law may be exercised by the Original Owner and its contractors, servants, agents and other persons authorised by the Original Owner with or without equipment and Heavy Vehicles.

25. By-Laws Notices

25.1 A copy of these By-Laws and the Easements for the use of the Swimming Pool and Tennis Court Facilities (or a precis thereof approved by the Committee) shall be exhibited in a prominent place in any Townhouse made available for letting.

25.2 An Owner or occupier shall take reasonable steps to ensure that their invitees observe these By-Laws.

25.3 An Owner or occupier of a Lot shall observe the terms of any notice displayed on any part of the Common Property by authority of the Committee or of any statutory authority.

26. Speed Limits

26.1 An Owner or occupier of a Lot shall:

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26.1.1 not exceed the speed limit nominated by the Committee from time to time (the "Speed Limit") and obey road signs while driving any vehicle or motor bike on the Common Property;

26.1.2 use his best endeavours to ensure that his invitees do not exceed the Speed Limit and obey the road signs.

27. Duties of the Body Corporate

27.1 The Body Corporate shall ensure that the overall appearance of the parcel shall remain uniform.

27.2 The Body Corporate may, pursuant to the requirements of the Standard Module, engage and coordinate external contractors to provide services such as (but not limited to) maintenance and painting services to any Owner who enters into a written agreement with the Body Corporate for the provision of such services and who agrees to pay the Body Corporate for their share of the total costs of those services.

27.3 Any works carried out by the Owner or the Body Corporate pursuant to this By-Law shall be carried out by competent and qualified tradesmen.

28. Insurance

28.1 The Body Corporate shall effect insurance referred to in Regulation 128 of the Accommodation Regulation Module of the Act (i.e. to insure and keep insured all buildings and all improvements on the Common Property and the Lots);

28.2 The Policy shall cover the re-building and/or repair of the buildings due to damage and destruction by fire, storm, tempest, explosion or any other occurrence usually provided for in such insurance cover to the reinstatement or replacement value.

28.3 At the written request of the Body Corporate an Owner shall supply the Body Corporate with all information relevant to the Body Corporate effecting renewing or updating the insurance policies.

28.4 An Owner will not bring to, do or keep anything on his Lot which shall increase the premium payable for or render void or voidable any such insurance.

28.5 The Body Corporate is not obliged to insure Owner's fixtures including all electrical equipment, carpet, drapes and improvements within an Owner's Lots or any chattels, of any Owner normally kept within his Lot the responsibility for taking out such insurance and public risk insurance shall rest with the Owner.

29. Auction Sales

An Owner or occupier of a Lot shall not permit on the Lot any auction or sale of chattels without the prior written approval of the Committee.

30. Security of Common Areas

30.1 The Body Corporate may take all reasonable steps to ensure the security of the parcel and Body Corporate personal property and the observance of these By-Laws and without limiting the generality of the foregoing may:

30.1.1 close off any part of the Common Property not required for ingress or egress to a Lot or car parking space on either a temporary or permanent basis;

30.1.2 restrict the access to or use by Owners or occupiers of any such part of the Common Property;

SCHEDULE**Title Reference 19504268**

30.1.3 permit any designated part of the Common Property to be used by a security person, firm or company (to the exclusion of Owners and occupiers generally) as a means of monitoring the security and general safety of the parcel;

30.1.4 obtain, install and maintain locks, alarms, communication systems and other security devices.

31. Security Keys

31.1 If the Committee of the Body Corporate in the exercise of any of its powers under these By-Laws restrict the access of Owners or occupiers to any part of the Common Property by means of any lock or similar security device it may make such a number of keys or operating systems as it determines available to Owners and may at its discretion make additional numbers thereof available to proprietors upon payment of such reasonable charge thereof as may be determined from time to time by the Body Corporate.

31.2 An Owner of a Lot to whom any key or operating system is given pursuant to these By-Laws shall exercise a high degree of caution and responsibility in making the same available for use by any Owner of a Lot and shall take reasonable precautions (which shall include an appropriate covenant in any lease or licence of a Lot to such occupier) to ensure return thereof to the Owner of the Body Corporate upon the occupier ceasing to be an occupier.

31.3 An Owner of a Lot into whose possession any key or operating system referred to in these By-Laws has come shall not without the prior approval in writing of the Body Corporate duplicate the same or cause or permit the same to be duplicated and shall take all reasonable precautions to ensure that the same is not lost or handed to any other person other than another Owner or occupier and is not disposed of otherwise than by returning it to the Body Corporate.

31.4 An Owner or Occupier of a Lot who is issued with a key or operating system referred to in these By-Laws shall immediately notify the Body Corporate if the same is lost or misplaced.

31.5 Any consent or approval given by the Body Corporate pursuant to these By-Laws shall, if practicable, be revocable upon notice to the Owner or occupier for the time being having the benefit of such consent or approval.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

Nil.

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

Nil.

BCCM

Form 33

Department of Justice

Body corporate certificate

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

This form is effective from 1 August 2025

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

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

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

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

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

This certificate does not include information about:

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

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

The community management statement

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

The Office of the Commissioner for Body Corporate and Community Management

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

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

The information in this certificate is issued on 03/06/2026

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

EMERALD SPRINGS I

CTS No. **19137**

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: **Laura Atkin**

Phone: **07 5450 5300**

Company: **Sunstate Strata Pty Ltd**

Email: **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: **32**

Plan type and number: **GTP103889**

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.

The regulation module that applies to this scheme is the:

Standard

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

Layered arrangements of community titles schemes

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

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

No

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

Building management statement

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

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

No

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

By-laws and exclusive use areas

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

What by-laws apply?

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

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

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

General by-laws

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

Exclusive use areas

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

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

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: **38**

Interest schedule

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

Total interest schedule lot entitlements for all lots: **38**

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 **32** for the current financial year: \$ **4,183.03**

Number of instalments: **4** (outlined below)

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

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

Period	Due date	Amount due	Amount due if discount applied	Paid
01/07/25 to 30/09/25	01/08/25	1,003.98	1,003.98	23/06/25
01/10/25 to 31/12/25	01/11/25	1,059.68	1,059.68	08/10/25
01/01/26 to 31/03/26	01/02/26	1,059.68	1,059.68	17/12/25
01/04/26 to 30/06/26	01/05/26	1,059.69	1,059.69	23/03/26
Amount overdue				Nil
Amount Unpaid including amounts billed not yet due				Nil

Sinking fund contributions

Total amount of contributions (before any discount) for lot **32** for the current financial year: \$ **113.30**

Number of instalments: **4** (outlined below)

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

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

Period	Due date	Amount due	Amount due if discount applied	Paid
01/07/25 to 30/09/25	01/08/25	28.33	28.33	23/06/25
01/10/25 to 31/12/25	01/11/25	28.32	28.32	08/10/25
01/01/26 to 31/03/26	01/02/26	28.32	28.32	17/12/25
01/04/26 to 30/06/26	01/05/26	28.33	28.33	23/03/26
Amount overdue				Nil
Amount Unpaid including amounts billed not yet due				Nil

Special contributions - Administrative Fund (IF ANY)

Date determined: **26/09/25** (Access the body corporate records for more information).

Total amount of contributions (before any discount) **\$280.00**

Number of instalments: **1** (outlined below)

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

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

Period	Due date	Amount due	Amount due if discount applied	Paid
01/10/23	01/10/23	280.00	280.00	20/09/23
Amount overdue				Nil
Amount Unpaid including amounts billed not yet due				Nil

Special contributions - Sinking Fund (IF ANY)

Date determined: 01/09/23 (Access the body corporate records for more information).

Total amount of contributions (before any discount) Nil

Number of instalments: 0 (outlined below)

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

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

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

Other amounts payable by the lot owner

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

(An amount in brackets indicates a credit or a payment made before the due date)

Common property and assets

When you buy a lot in a community titles scheme, you also own a share in the common property and assets for the scheme. Common property can include driveways, lifts and stairwells, and shared facilities. Assets can include gym equipment and pool furniture.

The body corporate is usually responsible for maintaining common property in a good and structurally sound condition. An owner is usually responsible for maintaining common property or assets that their lot has been allocated exclusive use of, or for maintaining improvements to common property or utility infrastructure that is only for the benefit of their lot. The body corporate may have additional maintenance responsibilities, depending on the plan of subdivision the scheme is registered under. For more information, visit www.qld.gov.au/buyingbodycorporate.

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

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

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

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

Yes - you can obtain a copy from the body corporate records - last sinking fund report: 13/07/23

Current sinking fund balance (as at date of certificate): \$ 94,758.22

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
BUILDING Strata Community Insurance	QRSC20003545	30,628,223.00	48,516.52	12/07/26	\$1,000 Standard Excess. \$1k Legal defence & 10% contribution \$5,000 Burst Pipes/Water Damage/Overflow/Storm/Rainwater
PUBLIC LIABILITY Strata Community Insurance	QRSC20003545	20,000,000.00		12/07/26	\$1,000 Standard Excess. \$1k Legal defence & 10% contribution \$5,000 Burst Pipes/Water Damage/Overflow/Storm/Rainwater
OFFICE BEARERS Strata Community Insurance	QRSC20003545	2,000,000.00		12/07/26	\$1,000 Standard Excess. \$1k Legal defence & 10% contribution \$5,000 Burst Pipes/Water Damage/Overflow/Storm/Rainwater
FIDELITY GUARANTEE Strata Community Insurance	QRSC20003545	100,000.00		12/07/26	\$1,000 Standard Excess. \$1k Legal defence & 10% contribution \$5,000 Burst Pipes/Water Damage/Overflow/Storm/Rainwater
VOLUNTARY WORKERS Strata Community Insurance	QRSC20003545	\$200,000/\$2,000		12/07/26	\$1,000 Standard Excess. \$1k Legal defence & 10% contribution \$5,000 Burst Pipes/Water Damage/Overflow/Storm/Rainwater
BUILDING CATASTROHPE Strata Community Insurance	QRSC20003545	9,188,467.00		12/07/26	\$1,000 Standard Excess. \$1k Legal defence & 10% contribution \$5,000 Burst Pipes/Water Damage/Overflow/Storm/Rainwater

Alternative insurance

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

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

No

Lot owner and occupier insurance

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

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

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

Contracts and authorisations

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

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

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

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

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

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

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

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

Yes - Name of caretaking service contractor engaged: Amy McNamara

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

No

Embedded network electricity supply

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

No

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

Body corporate authority

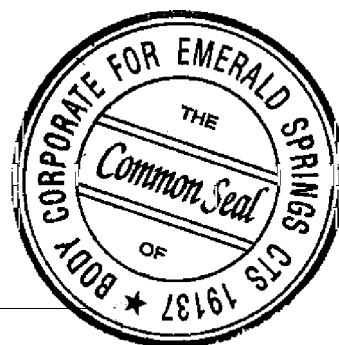
This certificate is signed and given under the authority of the body corporate.

Name/s Sunstate Strata

Positions/s held on behalf of the Secretary of the Body Corporate

Date 03/06/2026

Signature/s



Copies of documents given with this certificate:

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

EMERALD SPRINGS I CTS 19137

1 Poinsettia Court Mooloolaba Qld 4557

BALANCE SHEET

AS AT 30 JUNE 2025

	ACTUAL 30/06/2025	ACTUAL 30/06/2024
<u>OWNERS FUNDS</u>		
Administrative Fund	8,354.84	13,891.15
Sinking Fund	99,667.23	93,238.06
<u>TOTAL</u>	<u>\$ 108,022.07</u>	<u>\$ 107,129.21</u>
<u>REPRESENTED BY</u>	(108,022.07)	(107,129.21)
<u>CURRENT ASSETS</u>		
Cash At Bank - 261729388	77,873.87	67,777.44
Term Dep-279461719 4.35% 08/06	33,144.08	31,650.64
Prepayments	5,681.91	5,495.08
Levies In Arrears	220.38	6,366.71
Other Arrears	82.54	4,538.97
Secondary Debtors	0.00	940.50
<u>TOTAL ASSETS</u>	117,002.78	116,769.34
<u>LIABILITIES</u>		
Gst Clearing Account	1,614.16	2,737.11
Instalment Clearing Account	(84.55)	(84.55)
Levies In Advance	7,451.10	6,987.57
<u>TOTAL LIABILITIES</u>	8,980.71	9,640.13
<u>NET ASSETS</u>	<u>\$ 108,022.07</u>	<u>\$ 107,129.21</u>

EMERALD SPRINGS I CTS 19137

1 Poinsettia Court Mooloolaba Qld 4557

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JULY 2024 TO 30 JUNE 2025

	ACTUAL	BUDGET	ACTUAL
	01/07/24-30/06/25	01/07/24-30/06/25	01/07/23-30/06/24
<u>ADMINISTRATIVE FUND</u>			
<u>INCOME</u>			
Levies - Administrative Fund	148,160.10	148,160.00	144,045.09
Special Admin. Fund Levy	0.00	0.00	10,640.00
<u>OTHER INCOME</u>			
Interest On Overdue Levies	515.62	0.00	1,697.90
Debt Collection	297.00	0.00	3,312.49
Gst On Income	(13,542.94)	(13,469.09)	(14,517.80)
<u>TOTAL ADMIN. FUND INCOME</u>	135,429.78	134,690.91	145,177.68
<u>EXPENDITURE - ADMIN. FUND</u>			
Bank Charges	185.10	200.00	186.65
Body Corporate Administration	5,776.56	5,777.00	5,608.32
Business Activity Statements	1,177.60	1,178.00	1,143.28
Caretaker	67,996.09	67,997.00	65,417.62
Community Electricity	456.76	2,000.00	1,733.14
Contribution To Amenities	16,720.00	16,720.00	14,440.00
Debt Collection	2,054.03	0.00	3,824.43
Fire Equipment Service	2,022.72	750.00	0.00
Grounds & Gardens	20.00	900.00	750.65
Garden Materials	(644.02)	500.00	0.00
Insurance	45,880.00	45,880.00	41,604.61
Pest Inpsection	3,344.00	3,500.00	3,344.00
Disbursements	2,402.88	2,403.00	2,332.92
R & M - General	127.84	3,000.00	0.00
R & M - Building	2,352.84	0.00	0.00
R & M - Antenna	0.00	0.00	132.00
R & M - Fire Equipment	306.11	0.00	0.00
R & M - Keys & Locks	0.00	0.00	239.83
R & M - Light Globes	0.00	0.00	18.99
R & M - Plumbing	(220.00)	0.00	2,353.68
Reports	2,145.00	0.00	0.00
Stratamax Facility	680.20	680.20	647.90
Gst On Expenses	(11,817.62)	(13,753.22)	(11,927.01)
<u>TOTAL ADMIN. EXPENDITURE</u>	140,966.09	137,731.98	131,851.01
<u>SURPLUS / DEFICIT</u>	\$ (5,536.31)	\$ (3,041.07)	\$ 13,326.67
Opening Admin. Balance	13,891.15	13,891.15	564.48
<u>ADMINISTRATIVE FUND BALANCE</u>	\$ 8,354.84	\$ 10,850.08	\$ 13,891.15

EMERALD SPRINGS I CTS 19137

1 Poinsettia Court Mooloolaba Qld 4557

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JULY 2024 TO 30 JUNE 2025

	ACTUAL	BUDGET	ACTUAL
	01/07/24-30/06/25	01/07/24-30/06/25	01/07/23-30/06/24
<u>SINKING FUND</u>			
<u>INCOME</u>			
Levies - Sinking Fund	4,180.00	4,180.00	25,840.00
Income Tax Refund	1,298.00	0.00	0.00
Interest Received	1,493.44	0.00	1,388.86
Sign Damage -Jj Richards	331.81	0.00	0.00
Gst On Income	(528.16)	(380.00)	(2,349.08)
<u>TOTAL SINKING FUND INCOME</u>	6,775.09	3,800.00	24,879.78
<u>EXPENDITURE - SINKING FUND</u>			
Fencing	(1,196.25)	0.00	2,656.50
Income Tax	861.60	370.00	363.00
Income Tax Return	264.00	300.00	256.30
Reports	0.00	0.00	10,570.00
Signage	365.00	0.00	365.00
Gst On Expenses	51.57	(27.27)	(1,258.89)
<u>TOTAL SINK. FUND EXPENDITURE</u>	345.92	642.73	12,951.91
<u>SURPLUS / DEFICIT</u>	\$ 6,429.17	\$ 3,157.27	\$ 11,927.87
Opening Sinking Fund Balance	93,238.06	93,238.06	81,310.19
<u>SINKING FUND BALANCE</u>	\$ 99,667.23	\$ 96,395.33	\$ 93,238.06

QUEENSLAND BUILDING AND
CONSTRUCTION COMMISSION

A pool safety certificate is required in Queensland when selling or leasing a property with a regulated pool.
This form is to be used for the purposes of sections 246AA and 246AK of the *Building Act 1975*.

1. Pool safety certificate number

Identification number: PSC0259809

2. Location of the swimming pool

Property details are usually shown on the title documents and rates notices

Street address:

1 POINSETTIA CT

MOOLOOLABA QLD

Postcode

4

5

5

7

Lot and plan details:

9999/SP/103374

Local government area:

SUNSHINE COAST REGIONAL

3. Exemptions or alternative solutions for the swimming pool (if applicable)

If an exemption or alternative solution is applicable to the swimming pool please state this. This will help provide pool owners with a concise and practical explanation of the exemption or alternative solution. It will also help to ensure the ongoing use of the pool and any future modifications do not compromise compliance with the pool safety standard.

No disability exemption applies; No impracticality exemption applies

No alternative solution applies

4. Pool properties

Shared pool



Non-shared pool



Number of pools

1

5. Pool safety certificate validity

Effective date:

2

1

/

0

7

/

2

0

2

5

Expiry date:

2

1

/

0

7

/

2

0

2

6

6. Certification

I certify that I have inspected the swimming pool and I am reasonably satisfied that, under the *Building Act 1975*, the pool is a complying pool.

Name:

Emma Gardiner

Pool safety inspector
licence number:

PS15329813

Signature:

Other important information that could help save a young child's life

It is the pool owner's responsibility to ensure that the pool (including the barriers for the pool) is properly maintained at all times to comply with the pool safety standard under the *Building Act 1975*. High penalties apply for non-compliance. Parents should also consider beginning swimming lessons for their young children from an early age. Please visit

<https://www.qbcc.qld.gov.au/your-property/swimming-pools/pool-safety-standard> for further information about swimming pool safety. This pool safety certificate does not certify that a building development approval has been given for the pool or the barriers for the pool. You can contact your local government to ensure this approval is in place.

Privacy statement

The Queensland Building and Construction Commission is collecting personal information as required under the *Building Act 1975*. This information may be stored by the QBCC, and will be used for administration, compliance, statistical research and evaluation of pool safety laws. Your personal information will be disclosed to other government agencies, local government authorities and third parties for purposes relating to administering and monitoring compliance with the *Building Act 1975*. Personal information will otherwise only be disclosed to third parties with your consent or unless authorised or required by law.

RTI: The information collected on this form will be retained as required by the *Public Records Act 2002* and other relevant Acts and regulations, and is subject to the Right to Information regime established by the *Right to Information Act 2009*.

This is a public document and the information in this form will be made available to the public.

Rate notice



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

ABN 37 876 973 913

004660 000
Mr JEFJ CULLEN

Half yearly rate notice for period

1 January 2026 to 30 June 2026

Issue date 20 January 2026
Property no. **89278**
Valuation \$115,720
Payment reference no. 98517674
Due date for payment **20 February 2026**

Amount payable \$1,404.00

Property location: Emerald Springs, 37/1 Poinsettia Ct MOOLOOLABA QLD 4557

Property description: LOT 32 GTP 103889 EM - Emerald Springs 1 Poinsettia Ct MOOLOOLABA QLD 4557 -
Contribution Entitlement = 1/38 - Interest Entitlement = 1/38

Rates and charges	Units	Rate charged	Amount
Sunshine Coast Council rates and charges			
Overdue Rates and Charges			2.86
General Rate - Category 29		Minimum Rate =	952.00
Waste Bin - 240 Litre	0.99953 x	\$501.00 x .5 =	250.38
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
State Government charges (Council required to collect on behalf of the State Government)			
State Emergency Management Levy: Class A Group 2	1 x	x .5 =	125.80
TOTAL:			\$1,404.00

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

Easy ways to pay:

B
PAY
Bill Code: 18259
Ref: 98517674
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



Call **13 18 16** and follow the prompts
Credit Card: MasterCard and Visa
Billpay Code: 0214 Reference: 9851 7674



Go to www.sunshinecoast.qld.gov.au, click on 'Pay and Apply' and follow the prompts.
Reference: 9851 7674
MasterCard and Visa

Rates and payment information

Rates and charges for the land described in this notice must be paid by the due date detailed on the front of this notice. Rates and charges have been made and levied by Sunshine Coast Council in accordance with the *Local Government Act 2009* and *Local Government Regulation 2012*.

Why check your rate category?

It is the property owner's responsibility to confirm rates and charges are correct when the rate notice is issued. This timely action is important because if you request another rate category, by submitting a rate category objection, the maximum adjustment is limited to 12 prior months. Please refer to the Schedule of Rates issued with this notice.

Is interest charged?

Council charges interest of 8 per cent per annum (compounding daily) on overdue rates. This applies to rates and charges not paid by the due date (except where a payment arrangement is approved before the due date for payment on this notice).

Having difficulty paying your rates?

If you can't pay the full amount by the due date, you can set up a payment plan. Please contact Council before the due date to arrange this. Visit Council's website and choose the "Pay your rates" option under "How can we help?" or you can email rates@sunshinecoast.qld.gov.au.

Does Council offer a rate concession for pensioners?

If you hold a Pensioner Concession Card or Veteran Affairs Gold Card and live in a property you own in the Sunshine Coast Council area, you may be eligible for the State Pensioner Rate Subsidy and Council's Pensioner Rate Concession. For more details, visit Council's website or contact Council's Customer Service Centre.

Are legal and professional costs shown on the rate notice?

Overdue rates and charges may be recovered by legal process. Legal and professional costs are incurred when a Statement of Claim has been filed with the Magistrates Court for the recovery of overdue rates and charges. These costs are not considered an overdue rate or charge until judgment has been entered.

State levy information

State Government Emergency Management Levy

This levy is set by the State Government and is required to be collected by Council and submitted to the State Government in accordance with the *Fire Services Act 1990*. For queries about the levy, contact the Queensland Fire Department on 137 468 or visit www.fire.qld.gov.au.

State Waste Levy

The State Government has paid \$10,322,376 to Council to mitigate the impact of the Queensland Waste Levy on households, however this does not cover the full cost to Council.



Help us help the environment

Already receive your rate notice via email? Thank you for helping us save paper.

Still receiving a printed copy? Switch to email - it's easy and convenient. Simply register for a MyCouncil account or log in to your existing account at mycouncil.sunshinecoast.qld.gov.au and change your delivery method to email.

Other payment options:



By mail

Post your cheque (must include barcode from the easy ways to pay on the front page) to Sunshine Coast Council Locked Bag 72 Sunshine Coast Mail Centre, Qld 4560



Pay in person at any Council office

8.30am to 4.30pm weekdays.

Caloundra:
1 Omrah Avenue
Maroochydore:
54 First Avenue
Nambour:
Corner Currie and Bury Street



Direct debit

Automatically pay your six-monthly rates without lifting a finger through a direct debit. You can also spread your payments throughout the year to manage your finances better.

Periodic direct debit

You can choose to have a set amount deducted from your bank account weekly, fortnightly or monthly. This allows you to pay ahead of time, helping you manage your budget.

If there's a remaining balance on your rate notice on the due date, you can arrange to have this balance automatically deducted as well. Otherwise, you will need to make this payment yourself.

Set and forget direct debit

Have the full amount of your rate notice deducted from your bank account on the due date. This will apply to all rate notices, including supplementary and six-monthly notices.

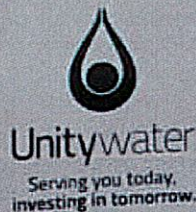
Sign up Simply visit mycouncil.sunshinecoast.qld.gov.au to set up your direct debit payment plan.



Pay using your smart phone

Download the Sniip App and scan the code to pay now.





000212 002

Mr J E F J Cullen
Emerald Springs II
Unit 53/1 Poinsettia Ct
MOOLOOLABA QLD 4557

WATER AND SEWERAGE YOUR BILL

1300 086 489
Emergencies and faults
Account enquiries
24 Hours, 7 days
8am-5pm Mon-Fri
unitywater.com
ABN 89 791 717 472

Account number 99783874
Payment reference 0997 8387 43
Property Emerald Springs, Unit 37/1
Poinsettia Ct, MOOLOOLABA, QLD

Bill number 7128700238
Billing period 10 Feb 2026
88 days to 8 May 2026
Issue date 15 May 2026
Approximate date
of next meter reading 4 Aug 2026

Your account activity

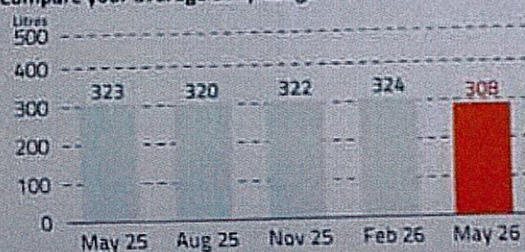
Your last bill	Payments/ adjustments	Balance	New charges
\$424.06	\$422.75	\$1.31	\$389.71

Overdue \$1.30
Total due* \$391.02
New charges due 15 Jun 2026

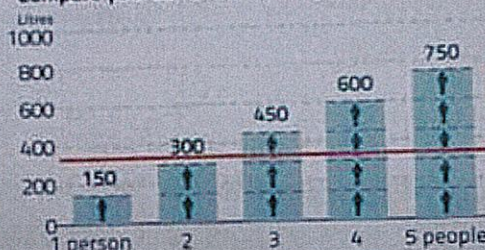
8% interest per annum, compounding daily, will apply to any amount not paid by the due date.

* Includes overdue amount

Compare your average daily usage over time



Compare your current daily usage with our regional target of 150 litres



Your household's
average daily
usage: 308 litres

Unitywater regional
average = 163 litres
per person per day
Target - 150 litres
per person per day

What does **your** water bill pay for?

Your investment in safe and reliable water and wastewater services.

Learn more at unitywater.com/yourwaterbill



Easy ways to pay For other payment options - see over



BPAY
Biller Code: 130393
Ref: 0997 8387 43
Contact your bank or financial institution
to pay from your cheque, savings, debit,
credit card or transaction account.
Find out more at bpay.com.au
* Registered to BPAY Pty Ltd ABN 69 079 137 518



Direct Debit
Login to My Account at
unitywater.com to set up
automatic payments from your
bank account or credit card or
call us for assistance.

SmoothPay

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


1300 086 489
Account enquiries

8am-5pm Mon-Fri

Your account details

Water meter details

1 kilolitre (kL) = 1000 litres (L)

Meter ID	Previous read date	Previous reading (kL)	Current read date	Current reading (kL)	Usage (kL)	Property share %	Total usage (kL)	No. of days	Average daily usage (L)
UD2100013M	9 Feb 26	20904	8 May 26	22014	1030	2.63	27.1	88	308.0
Total water usage					1030		27.1	88	308.0
Total sewerage usage (waste and greywater) = 90% of water usage							24.39	88	277.2

Activity since last bill

Last bill		\$424.06
Payments / adjustments		
30 Mar 2026	Interest Charges 8% 14 days	\$1.30
30 Mar 2026	CBA BPAY BPAY 29/03/2026	-\$424.06
15 May 2026	Interest Charges 8% 46 days	\$0.01
Account balance		\$1.31

Water and Sewerage Charges

Lot 32 Plan GTP103889 Installation ID 1252290

State Bulk Water Price	Period	kL/day	x Days	x Price/kL	
State Govt Bulk Water	10 Feb 26 to 08 May 26	0.3080	88	\$3.517	\$95.31

This is how much Unitywater pays to purchase water from the State Government, and is passed on to customers at cost.

Unitywater (local government distributor-retailer price)

Variable Usage Charges	Period	kL/day	x Days	x Price/kL	
Water up to 822 L/day	10 Feb 26 to 08 May 26	0.3080	88	\$0.787	\$21.33
Sewerage up to 740 L/day	10 Feb 26 to 08 May 26	0.2772	88	\$0.787	\$19.19

Fixed Access Charges	Period	x No.	x Days	x Price/day	
Water Access 20mm	10 Feb 26 to 08 May 26	1	88	\$0.945	\$83.16
Sewerage Access	10 Feb 26 to 08 May 26	1	88	\$1.940	\$170.72

Water subtotal	\$199.80
Sewerage subtotal	\$189.91

New water and sewerage charges **\$389.71**

Total Due* = ① + ② **\$391.02**

*Includes Overdue Amount (8% interest per annum, compounding daily, is being charged on this amount) **\$1.30**

Important information

Payment assistance

If you are having difficulty paying, please call Unitywater as soon as you receive your bill and before its due date to discuss how we can help.

Changing contact details

Login to My Account at unitywater.com for quick, easy changes online 24/7 or call us during business hours.

Pensioners

If you own and live at your property and have an eligible concession card, you may apply for a pensioner rebate. Please call Unitywater or fill out our easy online form at unitywater.com/pensioner

Credit card payments

Only MasterCard and Visa are accepted. A credit card surcharge may apply to your payment. Learn more at unitywater.com/creditcard

Interest on overdue amounts

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

Water efficiency

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

Interpreter service 13 14 50

如需語言口譯服務，請撥打 13 14 50。
 احصل على التفسير الفوري 13 14 50 خدمة العملاء بوليفيا
 Kêi hng càn chhng nglin, sin gôk só, 13 14 50
 통역(가) 서비스 13 14 50 번호 번역 서비스
 Canada: toll-free interpreter line at 13 14 50

Privacy policy

We've updated our privacy policy so that we can deliver improved services with trusted partners. Visit unitywater.com/privacy

International calls

+61 7 5431 8333

unitywater.com

PO Box 953

Caboolture QLD 4510

1300 086 489

More payment options



Credit card by phone or online
 To make a one-off credit card (Visa or MasterCard only) payment call 1300 047 763 or go to unitywater.com. A credit card surcharge may apply.
Ref: 0997 8387 43



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



In person, by phone or online
Billpay Code: 4028
Ref: 0997 8387 43
 Pay in person at any post office, call 13 18 16, or go to postbillpay.com.au



*4028 0997838743 00039102

Account number	99783874
Payment reference	0997 8387 43
Overdue	\$1.30
Total due*	\$391.02
New charges due	15 Jun 2026

*Includes overdue amount

Certificate Of Completion

Envelope Id: 1CEE8F9-2178-8FFE-8116-15769B4E39D0

Status: Completed

Subject: Complete with Docusign: Seller's Disclosure - 37_1 Poinsettia Court, MOOLOOLABA QLD 4557.pdf

Source Envelope:

Document Pages: 51

Signatures: 1

Envelope Originator:

Certificate Pages: 1

Initials: 0

Josina Valentine

AutoNav: Enabled

PO Box 761

Envelopeld Stamping: Enabled

Mooloolaba, Queensland 4557

Time Zone: (UTC+10:00) Brisbane

salesadmin@defineproperty.com.au

IP Address: 110.143.75.252

Record Tracking

Status: Original

Holder: Josina Valentine

Location: DocuSign

6/4/2026 11:40:29 AM

salesadmin@defineproperty.com.au

Signer Events

Jesse Edward Francis James Cullen

jessecullenlegals@outlook.com

Security Level: Email, Account Authentication
(None)

Signature

Signed by:

EC468195B5F74DA...

Signature Adoption: Drawn on Device

Using IP Address:

2406:2d40:872b:3708:ad1e:aa52:f6e5:65c6

Signed using mobile

Timestamp

Sent: 6/4/2026 11:47:21 AM

Viewed: 6/4/2026 11:49:02 AM

Signed: 6/4/2026 11:50:13 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Katie Davies

katie@defineproperty.com.au

Security Level: Email, Account Authentication
(None)

COPIED

Sent: 6/4/2026 11:50:14 AM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

6/4/2026 11:47:21 AM

Certified Delivered

Security Checked

6/4/2026 11:49:02 AM

Signing Complete

Security Checked

6/4/2026 11:50:13 AM

Completed

Security Checked

6/4/2026 11:50:14 AM

Payment Events

Status

Timestamps