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

GENERAL REQUEST

FORM 14 Version 4
Page 1 of 32
Duty Imprint

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rds. For more information see

1. Nature of request REQUEST TO RECORD NEW COMMUNITY MANAGEMENT STATEMENT FOR THE GALLERY RESIDENCES COMMUNITY TITLES SCHEME 54683	**Lodger** (Name, address, E-mail & phone number) O'KEEFE MAHONEY BENNETT SOLICITORS PO BOX 454 SOUTHPORT QLD 4215 PH: (07) 55550000	**Lodger Code** EL028E
2. Lot on Plan Description Common Property of The Gallery Residences Community Titles Scheme 54683	**Title Reference** 51261458	

3. Registered Proprietor/State Lessee

Body Corporate for The Gallery Residences Community Titles Scheme 54683

4. Interest

Not applicable

5. Applicant

Body Corporate for The Gallery Residences Community Titles Scheme 54683

6. Request

I hereby request that: the New Community Management Statement deposited herewith which amends Schedule E of the existing Community Management Statement be recorded as the Community Management Statement The Gallery Residences Community Titles Scheme 54683.

7. Execution by applicant

02/11/2026
Execution Date

Juliette Elizabeth Nairn, Solicitor

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

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THIS CMS MUST BE DEPOSITED WITH:

- A FORM 14 GENERAL REQUEST; AND
- A FORM 18C (IF NO EXEMPTION TO THE PLANNING BODY CMS NOTATION APPLIES).

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

Office use only
CMS LABEL NUMBER

This statement incorporates and must include the following:

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

1. Name (including number) of CTS

The Gallery Residences Community Titles Scheme 54683

2. Regulation module

Accommodation Module

3. Name of body corporate

Body Corporate for The Gallery Residences Community Titles Scheme

4. Scheme Land

Lot on Plan Description	Title Reference
See Enlarged Panel	51261458

5. Name and address of original owner

Not Applicable

6. Reference to plan lodged with this statement (if applicable)

Not Applicable

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

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

N/A

*If there is no exemption, a Form 18C must be deposited with the Request to record the CMS.

8. Consent of body corporate

See Form 20 – BCCM Execution

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BCCM EXECUTION / RELEVANT CERTIFICATE

1. Community Titles Scheme (CTS) Name	CTS Number
The Gallery Residences	54683

2. Module Type of BCCM Scheme	Instrument being executed (using this certificate)
Accommodation	CMS

3. Execution by the Body Corporate for the above Scheme*

Signature		Signature	
Signer Name	ELODIE DARWISH	Signer Name	MIKA SEMINEN
Signer Authority	SECRETARY.	Signer Authority	TREASURER.
Entity (if applicable)		Entity (if applicable)	
Execution Date	22/10/26	Execution Date	22/10/2026.

*By executing above the Body Corporate confirms it is in compliance with Section 96 of the *Body Corporate and Community Management Act 1997*.

ENLARGED PANEL

4. Scheme Land

Lot on Plan Description	Title Reference
Common Property of The Gallery Residences Community Titles Scheme 54683	51261458
Lot 1 on SP 313520	51261459
Lot 201 on SP 313520	51261460
Lot 202 on SP 313520	51261461
Lot 203 on SP 313520	51261462
Lot 204 on SP 313520	51261463
Lot 205 on SP 313520	51261464
Lot 206 on SP 313520	51261465
Lot 301 on SP 313520	51261466
Lot 302 on SP 313520	51261467
Lot 303 on SP 313520	51261468
Lot 304 on SP 313520	51261469
Lot 305 on SP 313520	51261470
Lot 306 on SP 313520	51261471
Lot 401 on SP 313520	51261472
Lot 402 on SP 313520	51261473
Lot 403 on SP 313520	51261474
Lot 404 on SP 313520	51261475
Lot 405 on SP 313520	51261476
Lot 406 on SP 313520	51261477
Lot 501 on SP 313520	51261478
Lot 502 on SP 313520	51261479
Lot 503 on SP 313520	51261480
Lot 504 on SP 313520	51261481
Lot 505 on SP 313520	51261482
Lot 506 on SP 313520	51261483
Lot 601 on SP 313520	51261484
Lot 602 on SP 313520	51261485
Lot 603 on SP 313520	51261486
Lot 604 on SP 313520	51261487
Lot 605 on SP 313520	51261488
Lot 606 on SP 313520	51261489
Lot 701 on SP 313520	51261490
Lot 702 on SP 313520	51261491
Lot 703 on SP 313520	51261492
Lot 704 on SP 313520	51261493
Lot 705 on SP 313520	51261494
Lot 706 on SP 313520	51261495
Lot 801 on SP 313520	51261496

Lot on Plan Description	Title Reference
Lot 802 on SP 313520	51261497
Lot 803 on SP 313520	51261498
Lot 804 on SP 313520	51261499
Lot 805 on SP 313520	51261500
Lot 806 on SP 313520	51261501
Lot 901 on SP 313520	51261502
Lot 902 on SP 313520	51261503
Lot 903 on SP 313520	51261504
Lot 904 on SP 313520	51261505
Lot 905 on SP 313520	51261506
Lot 906 on SP 313520	51261507
Lot 1001 on SP 313520	51261508
Lot 1002 on SP 313520	51261509
Lot 1003 on SP 313520	51261510
Lot 1004 on SP 313520	51261511
Lot 1005 on SP 313520	51261512
Lot 1006 on SP 313520	51261513
Lot 1101 on SP 313520	51261514
Lot 1102 on SP 313520	51261515
Lot 1104 on SP 313520	51261516
Lot 1105 on SP 313520	51261517
Lot 1106 on SP 313520	51261518
Lot 1201 on SP 313520	51261519
Lot 1202 on SP 313520	51261520
Lot 1203 on SP 313520	51261521
Lot 1204 on SP 313520	51261522
Lot 1205 on SP 313520	51261523
Lot 1206 on SP 313520	51261524
Lot 1301 on SP 313520	51261525
Lot 1302 on SP 313520	51261526
Lot 1303 on SP 313520	51261527
Lot 1304 on SP 313520	51261528
Lot 1305 on SP 313520	51261529
Lot 1306 on SP 313520	51261530
Lot 1401 on SP 313520	51261531
Lot 1402 on SP 313520	51261532
Lot 1403 on SP 313520	51261533
Lot 1404 on SP 313520	51261534
Lot 1405 on SP 313520	51261535
Lot 1406 on SP 313520	51261536
Lot 1501 on SP 313520	51261537
Lot 1502 on SP 313520	51261538

Lot on Plan Description	Title Reference
Lot 1503 on SP 313520	51261539
Lot 1504 on SP 313520	51261540
Lot 1505 on SP 313520	51261541
Lot 1506 on SP 313520	51261542
Lot 1601 on SP 313520	51261543
Lot 1602 on SP 313520	51261544
Lot 1603 on SP 313520	51261545
Lot 1604 on SP 313520	51261546
Lot 1605 on SP 313520	51261547
Lot 1606 on SP 313520	51261548
Lot 1701 on SP 313520	51261549
Lot 1702 on SP 313520	51261550
Lot 1703 on SP 313520	51261551
Lot 1704 on SP 313520	51261552
Lot 1705 on SP 313520	51261553
Lot 1801 on SP 313520	51261554
Lot 1802 on SP 313520	51261555
Lot 1803 on SP 313520	51261556
Lot 1804 on SP 313520	51261557
Lot 1805 on SP 313520	51261558
Lot 1901 on SP 313520	51261559
Lot 1902 on SP 313520	51261560
Lot 1903 on SP 313520	51261561
Lot 1904 on SP 313520	51261562
Lot 1905 on SP 313520	51261563
Lot 2001 on SP 313520	51261564
Lot 2002 on SP 313520	51261565
Lot 2003 on SP 313520	51261566
Lot 2004 on SP 313520	51261567

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 1 on SP 313520	1	18
Lot 201 on SP 313520	10	675
Lot 202 on SP 313520	10	525
Lot 203 on SP 313520	10	650
Lot 204 on SP 313520	10	490
Lot 205 on SP 313520	10	415
Lot 206 on SP 313520	10	492
Lot 301 on SP 313520	10	675
Lot 302 on SP 313520	10	525
Lot 303 on SP 313520	10	650
Lot 304 on SP 313520	10	490
Lot 305 on SP 313520	10	415
Lot 306 on SP 313520	10	492
Lot 401 on SP 313520	10	675
Lot 402 on SP 313520	10	525
Lot 403 on SP 313520	10	650
Lot 404 on SP 313520	10	490
Lot 405 on SP 313520	10	415
Lot 406 on SP 313520	10	492
Lot 501 on SP 313520	10	675
Lot 502 on SP 313520	10	525
Lot 503 on SP 313520	10	650
Lot 504 on SP 313520	10	415
Lot 505 on SP 313520	10	415
Lot 506 on SP 313520	10	492
Lot 601 on SP 313520	10	675
Lot 602 on SP 313520	10	525
Lot 603 on SP 313520	10	650
Lot 604 on SP 313520	10	490
Lot 605 on SP 313520	10	415
Lot 606 on SP 313520	10	492
Lot 701 on SP 313520	10	675
Lot 702 on SP 313520	10	525
Lot 703 on SP 313520	10	650
Lot 704 on SP 313520	10	490
Lot 705 on SP 313520	10	415
Lot 706 on SP 313520	10	492
Lot 801 on SP 313520	10	675
Lot 802 on SP 313520	10	525
Lot 803 on SP 313520	10	650

Lot on Plan	Contribution	Interest
Lot 804 on SP 313520	10	490
Lot 805 on SP 313520	10	415
Lot 806 on SP 313520	10	492
Lot 901 on SP 313520	10	675
Lot 902 on SP 313520	10	525
Lot 903 on SP 313520	10	650
Lot 904 on SP 313520	10	490
Lot 905 on SP 313520	10	415
Lot 906 on SP 313520	10	492
Lot 1001 on SP 313520	10	675
Lot 1002 on SP 313520	10	525
Lot 1003 on SP 313520	10	650
Lot 1004 on SP 313520	10	490
Lot 1005 on SP 313520	10	415
Lot 1006 on SP 313520	10	492
Lot 1101 on SP 313520	10	675
Lot 1102 on SP 313520	10	850
Lot 1104 on SP 313520	10	490
Lot 1105 on SP 313520	10	415
Lot 1106 on SP 313520	10	492
Lot 1201 on SP 313520	10	675
Lot 1202 on SP 313520	10	525
Lot 1203 on SP 313520	10	650
Lot 1204 on SP 313520	10	490
Lot 1205 on SP 313520	10	415
Lot 1206 on SP 313520	10	492
Lot 1301 on SP 313520	10	675
Lot 1302 on SP 313520	10	525
Lot 1303 on SP 313520	10	650
Lot 1304 on SP 313520	10	490
Lot 1305 on SP 313520	10	415
Lot 1306 on SP 313520	10	492
Lot 1401 on SP 313520	10	675
Lot 1402 on SP 313520	10	525
Lot 1403 on SP 313520	10	650
Lot 1404 on SP 313520	10	490
Lot 1405 on SP 313520	10	415
Lot 1406 on SP 313520	10	492
Lot 1501 on SP 313520	10	675
Lot 1502 on SP 313520	10	525
Lot 1503 on SP 313520	10	650
Lot 1504 on SP 313520	10	490
Lot 1505 on SP 313520	10	415

Lot on Plan	Contribution	Interest
Lot 1506 on SP 313520	10	492
Lot 1601 on SP 313520	10	675
Lot 1602 on SP 313520	10	525
Lot 1603 on SP 313520	10	650
Lot 1604 on SP 313520	10	490
Lot 1605 on SP 313520	10	415
Lot 1606 on SP 313520	10	492
Lot 1701 on SP 313520	10	680
Lot 1702 on SP 313520	10	530
Lot 1703 on SP 313520	10	655
Lot 1704 on SP 313520	10	525
Lot 1705 on SP 313520	10	500
Lot 1801 on SP 313520	10	680
Lot 1802 on SP 313520	10	530
Lot 1803 on SP 313520	10	655
Lot 1804 on SP 313520	10	525
Lot 1805 on SP 313520	10	500
Lot 1901 on SP 313520	10	680
Lot 1902 on SP 313520	10	530
Lot 1903 on SP 313520	10	655
Lot 1904 on SP 313520	10	525
Lot 1905 on SP 313520	10	500
Lot 2001 on SP 313520	10	680
Lot 2002 on SP 313520	10	980
Lot 2003 on SP 313520	10	530
Lot 2004 on SP 313520	10	525
TOTALS	**1,081**	**59,708**

The contribution schedule principle under s46 (7) of the *Body Corporate and Community Management Act 1997* ("Act") on which the contribution schedule entitlements have been decided is the Equality Principle. The interest schedule lot entitlements reflect the respective market values of the lots.

The contribution entitlement for the manager's office being Lot 1 ('manager's office') is 1, due to the extent to which that lot will use the facilities and services for the Scheme. Having regards to the nature, features and characteristics of the proposed manager's office and the purpose for which the manager's office will be used compared to the lots used for residential purposes (the manager's office is intended to be used as an office only, and not for a residence), it is just and equitable for the manager's office to have a contribution schedule lot entitlement of 1.

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

Not applicable.

SCHEDULE C BY-LAWS

The following By-Laws apply:

1. Noise

An owner or occupier of a Lot must not within the scheme land create any noise likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

2. Vehicles

2.1 Owners and occupiers must comply with, and ensure that their invitees comply with, directions given by an authorised representative of the body corporate regarding the use of visitor car parking spaces.

2.2 The owner or occupier of a lot, and any occupier of any common property must not without the Body Corporate's written approval:

2.2.1 park a vehicle or allow a vehicle to stand on the common property or any easement area or shared area or common property areas to which the Body Corporate has use; or

2.2.2 permit an invitee to park a vehicle, or allow a vehicle to stand, on the common property other than in a designated visitor car park, or other parking area to which the Body Corporate has use.

2.3 Approval under the above clause must state the period for which it is given.

2.4 However the Body Corporate may cancel an approval under the above clause by giving 7 days written notice to the owner or occupier.

2.5 An owner or occupier shall only allow bona fide visitors of lots to occupy an area designated as a visitor car parking space. The maximum time allowed at any one instance for parking in a visitor car parking space is six (6) hours.

2.6 Commercial vehicle facilities (if any) must only be used for short term loading and unloading of vehicles.

2.7 The Body Corporate committee is hereby authorised to erect any appropriate signage deemed necessary by the committee on the common property, and on other areas to which the Body Corporate has use, to notify owners and occupiers of lots, and occupiers of the common property of these by-laws, and the Body Corporate's requirements regarding parking and may, in addition to any other remedy available to the Body Corporate, issue warning letters (in its discretion) to any person suspected to be in breach of these by-laws, although the same need not be issued to enforce these by-laws.

2.8 In addition to being able to exercise its contractual rights and/or common law rights, to the extent that the same is not prohibited by the *Body Corporate and Community Management Act 1997* (as amended), the Body Corporate, via the Committee is hereby authorised to remove any vehicle parked on the common property or other parking area to which the Body Corporate has use in contravention of these by-laws by engaging any towing company or towing service to remove the vehicle, at the owner and operator of the vehicle's jointly and severally) sole expense and risk.

2.9 Upon request, each owner and occupier of the Scheme must provide the Body Corporate with the registration number, make and model of any vehicle they control which is likely to be at the Scheme from time to time.

3. Obstruction

An owner or occupier of a lot must not obstruct lawful use of common property by any person.

4. Damage to Lawns, etc., on Common Property

4.1 The owner or occupier of a lot must not, without the Body Corporate's written approval:

4.1.1 damage a lawn, garden, tree, shrub, plant or flower on the common property; or

4.1.2 use a part of the Common Property as a garden.

4.2 Approval under 4.1 must state the period for which it is given.

4.3 However, the Body Corporate may cancel an approval under 4.1 by giving seven (7) days written notice to the owner or occupier.

5. Damage to Common Property

5.1 An owner or occupier of a lot must not, without the Body Corporate's written approval mark, paint, drive nails, screws or other objects into, or otherwise damage or deface, a structure that forms part of the common property.

5.2 However, an owner or occupier may install a locking or safety device to protect the lot against intruders or a screen to prevent entry of animals or insects if the device or screen is soundly built and is consistent with the colour, style and materials of the building.

5.3 The owner or occupier of the lot must keep a device installed under 5.2 in good order and repair.

6. Behaviour of Invitees

An owner or occupier of a lot must take all reasonable steps to ensure that their invitees do not behave in a way likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

7. Depositing Rubbish, etc., on Common Property

Subject to the requirements for garbage disposal under By-law 10, an owner or occupier of a lot must not deposit or throw upon the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

8. Appearance of Lot

8.1 The owner or occupier of a lot must not, without the Body Corporate's written approval, make a change to the exterior parts of the lot, including without limitation a change to the colour of the exterior of the lot, unless the change is minor and does not detract from the amenity of the lot and its surrounds and provided any consent of the Body Corporate (as may be required by the Act and/or Regulation Module) has first been obtained.

8.2 Buildings and structures must not be painted in highly reflective, bright or obtrusive colours.

8.3 The owner or occupier of a lot must not, without the Body Corporate's written approval:

8.3.1 hang washing, bedding, or another article if the article is visible from another lot or the common property or from outside the scheme land; or

8.3.2 display a sign, advertisement, placard, banner, pamphlet, flag or similar article if the article is visible from another lot or the common property or from outside the scheme land.

8.4 An owner or occupier shall not install, renovate, and/or replace curtains or blinds visible from outside any lot unless such curtains are approved by the Committee, and are ultra-violet protected. In giving such approvals the Committee shall ensure so far as practicable that window coverings used in all lots present a uniform appearance when viewed from outside the building. Tinting of windows shall not be allowed unless approved by the Committee.

8.5 An owner or occupier shall not place on external balconies of the lot (or the roof of any building on the scheme land if the part of the lot is the roof) any furniture that is not made to be and intended to be used

as outdoor furniture without the prior written approval by the Committee. Any furniture placed must be located in a way, or installed in a way, so as not to pose a safety concern.

8.6 No external blinds shall be erected without the previous consent in writing of the Body Corporate.

8.7 Outside wireless and television aerials may not be erected without written permission of the Body Corporate.

9. Storage of Flammable Liquids/ Fire Risk

9.1 The owner or occupier of a lot must not, without the Body Corporate's written approval, store a flammable substance on the common property.

9.2 The owner or occupier of a lot must not, without the Body Corporate's written approval, store a flammable substance on the lot unless the substance is used or intended for use for domestic purposes.

9.3 However, this by-law does not apply to the storage of fuel in:

9.3.1 the fuel tank of a vehicle, boat or internal combustion engine; or

9.3.2 a tank kept on a vehicle or boat in which the fuel is stored under the requirements of the law regulating the storage of flammable liquid.

9.4 This by-law does not apply to an engaged caretaker or letting agent for the Scheme storing flammable substances (provided that to do so is to assist in fulfilling their duties) on common property or their lot specified for storage.

10. Garbage Disposal

10.1 dispose of all garbage by the garbage/waste chute provided in the buildings on the scheme land or otherwise use any other receptacle or facility provided by the Body Corporate for the disposal of garbage;

10.2 comply with all house rules approved by the Committee from time to time with respect to disposal of garbage, in particular with respect to the use of the garbage chutes and the use of any garbage bins/receptacles including those on the common property or those to which the body corporate has use;

10.3 comply with all government local laws about the disposal of garbage;

10.4 ensure that the owner or occupier does not, in disposing of garbage either in a bin/receptacle or down a chute, adversely affect the health, hygiene or comfort of the owners or occupiers of other lots;

10.5 ensure that their use of any garbage chute or bin/receptacle does not cause the surrounding area to become unclean or untidy, and that they do not knowingly overfill any garbage bin/receptacle or block any chute;

10.6 ensure that empty bottles, boxes, used containers and similar contains are stored tidily and, so far as possible, out of sight.

11. Pathways and Driveways and Shared Arrangements

11.1 The pathways, boardwalks and drives on the land (and any facilities allowing for the parking of cars) and any easement giving access to the land shall only be used for a proper purpose and shall not be obstructed by any of the owners or occupiers or used by them for any other purpose than the reasonable ingress and egress to and from their respective lots and no owner or occupier shall park or permit to be parked any vehicle or water craft so as to prevent the passage of other vehicles over the said pathways, drives, facilities and easement.

11.2 If the scheme has the benefit of any easement area/s or facility sharing agreement/s, then these by-laws shall apply to each owner and occupier, as far as practicable, to the areas the subject of the easement area/s and facility sharing agreement/s.

12. Keeping of Animals

12.1 Subject to section 181 of the Act, the owner or occupier of a lot shall not, without the approval in writing of the Committee keep any animal upon their lot or bring an animal onto the common property.

12.2 The Committee shall not unreasonably withhold its consent for the keeping on a lot of either a small domestic dog or cat which shall not grow to a weight greater than 10kgs and which shall not be likely to cause a nuisance to other owners and occupiers.

12.3 Any such consent may be withdrawn by the Committee if it is found that the animal is an ongoing nuisance to other occupiers.

12.4 If the Committee does approve a pet, the Committee must impose the following conditions where it would be practicable and reasonable to do so:

12.4.1 The pet must be kept in the lot the subject of the approval (and any exclusive use areas of the lot that are suitably enclosed) while the pet is present on the scheme land;

12.4.2 The pet is not permitted to roam on common property or into other lots;

12.4.3 The pet must enter or traverse common property only for the purpose of being brought directly onto or taken directly off scheme land, at which time the pet must be carried, leashed or similarly restrained;

12.4.4 The pet is not permitted to make noise, or otherwise cause a nuisance, that unreasonably interferes with a person's use or enjoyment of another lot or common property;

12.4.5 The pet is not permitted to defecate or urinate on common property, and if it does the same must be cleaned as soon as possible by the owner or occupier of the lot the subject of the approval;

12.4.6 All animal waste must be promptly and effectively disposed of to avoid spillage or odour;

12.4.7 All applicable local council regulations regarding keeping of the pet must be complied with;

12.4.8 All reasonable steps must be taken to keep the pet well-groomed, in good health, free from fleas and parasites, and vaccinated;

12.4.9 No additional, replacement or substitute pet may be brought onto the Lot or common property without the prior written approval of the Committee.

13. Notice of Accident

An owner or occupier of a lot shall give the Committee prompt notice of any accident to or defect in the water pipes, gas pipes, electric installations or fixtures which comes to their knowledge and the Committee shall have authority by its agents or servants in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as they may deem necessary for the safety and preservation of the relevant building as often as may be necessary.

14. No Fire Risks

An owner or occupier of a lot shall not bring to, do or keep anything in their lot which shall increase the rate of fire insurance on the scheme land or any property on the subject land, or which may conflict with the laws and/or

regulations relating to fires or any insurance policy upon the building or any property on the said land, or the regulations or ordinances of any public authority for the time being in force.

15. Use of Lots

15.1 All lots shall be used for residential purposes only except for Lot 3 on SP 305991 which may also be used for the conduct of the caretaking and management of the building and for the business of the letting of lots and ancillary services ('Manager's Lot').

15.2 The owner or occupier of the Manager's Lot may conduct the business of letting of lots and the provision of ancillary services and may be licensed by any government department or authority for that purpose.

15.3 The Body Corporate is authorised to enter into Agreements from time to time with the owner or occupier of the Manager's Lot as to the conduct of the letting activities and any ancillary services on such terms and conditions as the Body Corporate deems fit by ordinary resolution in general meeting, in accordance with any legislation applying to the Scheme.

16. Alterations to Lots

16.1 No structural alteration shall be made to any lot (including any alteration to gas, water, electrical installations or work for the purpose of enclosing in any manner whatsoever the balcony of any unit) without the prior permission in writing of the Committee.

16.2 An Owner or Occupier must not install or cause to be installed or place in or upon any part of a Lot hard flooring such as timber, tiles, marble or any similar material (Works) unless the Owner or Occupier has first obtained the written approval of the Committee.

16.3 Where the Committee grants consent to the installation of the Works, in addition to any other conditions the Committee may impose, the following conditions may also apply:

16.3.1 The Floor Impact Isolation Class (FIIC) of the Works when completed must not be less than the following performance specification:

Area	FIIC
Kitchen	55
Lounge/bedroom	55

16.3.2 Following the installation of the Works, if requested in writing by the Committee, the Owner or Occupier must at its cost have the FIIC determined by a field test conducted by an accredited acoustic consultant approved by the Committee. The Owner or Occupier will provide a copy of the consultant's report to the Committee within seven (7) days of receiving it.

16.3.3 Where the FIIC of the completed Works is less than the level detailed in paragraph 16.3.1, the Owner or Occupier must, within a reasonable time and at its cost, cause the removal of the Works and/or have any necessary procedures or additional works undertaken in order for the Works to comply with the requirements in that paragraph. Following any such remedial action being taken, the provisions of paragraph 16.3.2 must again be complied with by the Owner or Occupier.

16.3.4 Where the Works are installed and the FIIC complies with the requirements of paragraph 16.3.1 and any other conditions imposed by the Committee, the Committee or it's representative must notify the Body Corporate's insurers of the installation of the Works and the Owner or Occupier will be liable for any increase in premium as a result of the installation of the Works.

16.4 An Owner or Occupier must comply with any conditions imposed by the Committee when granting its consent, including any conditions which are imposed by the Committee to prevent any noise arising in any way out of the installation or use of the Works from being transmitted from the Lot to another Lot.

16.5 The granting of any approval by the Committee does not in any way relieve an Owner or Occupier of his or her responsibility under any other By-Laws.

16.6 If an Owner or Occupier fails to comply with the terms of this by-law, then an Owner or Occupier will, at his or her expense, remove the Works from the Lot upon receiving written notice from the Committee.

16.7 No alterations covered by this By-law shall be made to a lot without the Owner or Occupier first providing evidence of compliance with this By-law to the Body Corporate.

17. Committee May Make Rules

The Committee may make rules relating to the Common Property and in particular as to security and for the Recreational Facilities unless and until they are disallowed or revoked by a majority resolution at a General Meeting of the owners.

18. Use of Swimming Pool and Other Recreational Facilities

18.1 The swimming pool on the common property, and other Recreational Facilities on the common property shall not be used between the hours of 10.00p.m. and 7.00a.m.

18.2 Invitees and guests of an owner or occupier may not use any of the Recreation Facilities unless an owner or occupier accompanies them.

18.3 Children aged 12 years or younger in any recreational facility must be accompanied by an adult owner or occupier exercising effective control over them.

18.4 Alcoholic beverages must not be consumed in or around the swimming pool.

18.5 Food, glass, breakable items and pets must not be brought into the swimming pool area.

18.6 The Committee may make, amend, repeal and re-introduce reasonable policies and procedures regarding bookings of the Recreational Facilities, which must be complied with by the owners and occupiers in the Scheme provided that the Committee must keep owners and occupiers informed of such policies and procedures.

18.7 Owners and occupiers must not smoke when in a Recreational Facility (other than in any designated smoking area from time to time) and must comply with all laws that apply from time to time regarding smoking on common property.

19. Compliance with Laws and Obligations Apply to Tenants and Invitees

19.1 The owner and occupier of each lot must comply with all laws and approvals in respect of the Scheme Land and use of any areas adjoining the Scheme Land.

19.2 The duties and obligations imposed by these By-Laws on an owner or occupier of a lot must be observed by the owner or occupier of lots and by the tenants, guests, servants, employees, agents, children, invitees and licensees of the owner or occupier.

20. Security

20.1 The Committee may take all reasonable steps to ensure security activity within the Scheme and the observance of these by-laws and without limiting the generality of the foregoing may:

20.1.1 close off any part of the common property not required for ingress or egress to a lot, storage area or carparking space on either a temporary basis or otherwise restrict the access to or use by owners or occupiers of any such part of the common property;

20.1.2 permit any designated part of the common property to be used by any 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;

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

20.2 All security equipment installed on common property and used in connection with the provision of security for the Scheme shall be and remain the property of the Body Corporate. All security equipment (with the exception of that equipment installed upon any lot which shall be maintained at the cost and expense of the owner of the lot) the property of the Body Corporate shall be repaired and maintained at the cost and expense of the Body Corporate.

20.3 The Body Corporate shall not be responsible to an owner (and the owner shall not be entitled to make any claim for compensation or damages) in the event of a failure of all or any of the security systems put in place by the Body Corporate to operate in the manner in which they are intended. Where the failure to operate arises from a malfunction of the security equipment in a lot, then the owner shall allow the Body Corporate by its servants, agents or contractors to enter upon the lot (upon one (1) days' notice except in the case where the circumstances require immediate entry, when immediate entry may be effected) and attend to the repair (which term shall include replacement where required) or maintenance of the security equipment. The costs and expenses of the repair and maintenance of the security equipment within a lot shall be at the cost and expense of the owner of a lot.

21. Security Keys and Intercom

21.1 If the Committee in the exercise of any of its powers under these by-laws restricts the access of owners or occupiers to any part of the common property by means of any gate, lock or similar security device, or the access to any lot or common property is otherwise restricted, the Committee may make such a number of keys, fobs or operating systems as it determines available to owners free of charge and thereafter may at its discretion make additional numbers thereof available to owners upon payment of such reasonable charge therefor as may be determined from time to time by the Committee.

21.2 An owner of a lot to whom any key, fob or any 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 occupier 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 the return to the owner or to the Body Corporate upon the occupier ceasing to be an occupier;

21.3 An owner or occupier of a lot into whose possession any key, fob 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;

21.4 An owner or occupier of a lot who is issued with a key, fob or operating system referred to in these by-laws shall immediately notify the Body Corporate if the same is lost or misplaced, and will be responsible for the cost of any replacement.

21.5 An owner or occupier of a lot shall exercise a high degree of caution and responsibility in using the intercom system to allow access to owners, occupiers and visitors. An owner of occupier of a lot must make reasonable enquiries to ascertain the identity of the visitor/occupier/owner requesting access before allowing same.

22. Recovery of Money for Damage

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

23. Recovery of Money From Owners

23.1 If the Body Corporate incurs or is required to pay any costs or expenses (including legal costs calculated on a solicitor and own client basis) in respect of any action taken against any owner or occupier (which expression shall for the purposes of the By-Law include any former owner or occupier of the relevant Lot) due to a default by that owner or occupier in the payment of any moneys to the Body Corporate or a breach of these By-Laws or for any other reasons whatsoever such owner or occupier shall forthwith pay on demand to the Body Corporate such costs and expenses which shall be a liquidated debt due and payable by the owner or occupier to the Body Corporate.

23.2 An owner (which expression shall extend to a mortgagee in possession) shall pay on demand the whole of the Body Corporate's costs and expenses (including Solicitor and own client costs), such amount to be deemed a liquidated debt, incurred in:

23.2.1 recovering levies or moneys payable to the Body Corporate pursuant to the Act duly levied upon that owner by the Body Corporate or otherwise or pursuant to the By-laws of the Body Corporate;

23.2.2 all proceedings including legal proceedings concluded in favour of the Body Corporate taken by or against the owner or the lessee or occupier of the owner's Lot, including but not limited to, applications for an Order by the Commissioner, appeals to the Tribunal and appeals to the Court.

23.3 In the event that the owner (or his mortgagee in possession) fails to attend to the payment of such costs and expenses after demand is made for the payment of same, the Body Corporate may:

23.3.1 treat such costs and expenses as a liquidated debt and take action for the recovery of same in any Court of competent jurisdiction; and

23.3.2 enter such costs and expenses against the levy account of such owner in which case the amount of same shall be paid to the Body Corporate upon a subsequent sale or disposal of the owner's Lot failing which the purchaser of such Lot shall be liable to the Body Corporate for the payment of same.

24. Developer's Display Unit

The original owner and developer may utilise any lot or lots as a display lot for the purpose of allowing prospective purchasers to inspect such lot or lots, and may place such signs and other advertising and display material in and about the buildings in the Scheme and about other parts of the common property, which signs shall in all respects be attractive and tasteful, bearing in mind the general appearance of the Scheme.

25. Right of Access

Where any utility infrastructure crosses through or over any part of a lot in the scheme or the common property any party benefiting from the utility infrastructure shall at all times be entitled to have access to such areas necessary to access the utility infrastructure as may be necessary to ensure the continuation of services via the utility infrastructure. The right to access must be actioned in a reasonable manner by any such party and so as not to deprive any other party of services from the utility infrastructure and to cause as little disruption as possible to any other party. The party accessing the utility infrastructure must immediately make good any damage caused to any property as a result of such access or activity involving the utility infrastructure.

26. Overriding Benefit to Developer

Nothing in these By-Laws shall apply to constrain or deny the original owner or any successor or assignee of the original owner or the developer the right to fully and freely carry out any works, construction, repair or renovation within the Scheme or to have any contractors, agents or employees undertake construction or sales activities within the scheme, and the original owner and their successors or assignees and the developer shall specifically have those rights.

27. Car Parking Areas - Cleaning and Maintenance

27.1 The owners and occupiers must keep the car parking levels of the scheme land in a clean and tidy condition at all times. Any parts of the car parking areas which are allocated as common property for exclusive use or as part of the title of a lot must be kept clean and tidy by the associated owner and occupier ("the entitled owner"). That entitled owner must not directly cause any rubbish in their allocated area of common property to be blown, swept or otherwise moved to another area in the Scheme, other than to a suitable rubbish receptacle.

27.2 If the Body Corporate expends any money on the cleaning and maintenance of any part of the car parking area (which it shall be entitled to so do if this By-law is not complied with by the entitled owner), the entitled owner must pay a proportion of the cleaning and maintenance expenses incurred by the Body Corporate relevant to the particular car park or car parks, as a debt due and owing by the entitled owner and By-law 22 shall apply to such moneys. If they are granted exclusive use by the Body Corporate to that area, then the owner or occupier shall allow the Body Corporate access to the area of common property to which they are granted exclusive use to allow the Body Corporate to carry out any cleaning and maintenance.

27.3 If the Body Corporate has granted exclusive use over any car parking areas, then the Body Corporate may, but is not obliged to, from time to time authorise a service contractor/caretaker to clean and/or maintain areas of common property which have been granted by way of exclusive use to an occupier or owner. In respect of all areas of exclusive use granted to an owner or occupier, that owner or occupier must act reasonably to allow the service contractor/caretaker access to the specific area of common property for the purposes of maintenance and/or cleaning as per the contract with the Body Corporate.

27.4 Owners and occupiers shall ensure that if they, or their guests, use any bicycle parking facilities, same are used in a proper manner and for their intended purpose, use does not impede car parking spaces and no rubbish or graffiti is left in that area following use.

28. Restricted Access to Car Parks

So as to regulate the proper use of car parking areas within the scheme by those persons entitled to their use, the Body Corporate may install and maintain gates and similar devices across the driveway on the common property or any access driveways which restrict access provided that those persons entitled to the use of the car parks are given a means of reasonable access to such areas by key, key card, intercom or similar devices. Such gates may also be subject to an intercom system.

29. Exclusive Use Areas - Car Spaces, Storage Spaces, Pool Pump Areas

Car Spaces and Storage Spaces

29.1 The Original Owner and any agent of the Original Owner (which includes the Developer) is authorised to allocate the exclusive use of that part of the Common Property (Car Spaces and Storage Spaces) to the Occupiers of Lots specified in a written notice to the Body Corporate. When the allocations are made they will be identified in Schedule E under the heading by-law 29, and the owner and occupier of the lot in the Scheme identified in Schedule E hereto shall be entitled to the exclusive use and enjoyment of the area of common property identified in Schedule E adjacent to their lot number and shown on the plants attached hereto and marked with the letter as specified in Schedule E, for the use as specified in Schedule E.

29.2 The following conditions apply to use of an area specified for use as a car space:

29.2.1 the Car Space must only used for the purpose referred to in Schedule E;

29.2.2 the Owner and Occupier are jointly and severally liable to keep the relevant Car Space clean and tidy. Where any repairs or cleaning are required to the Car Space due to its use by the Owner or Occupier or persons authorised by them (for example, oil stains), the Owners and Occupiers are jointly and severally liable to pay for the cost of them. Subject to those obligations and by law 29.2.3, the Body Corporate must carry out its duties in relation to the Car Space;

29.2.3 an Approved Storage Device may be installed by the Occupier or Owner in the relevant Car Space but only in accordance with the approval and rules specified by the Committee and any applicable law (including requirements of the local authority). Any items stored in the Car Space must be stored in an Approved Storage Device. The Owner is solely liable for all costs related to the Approved Storage Device;

29.2.4 the relevant Owner and Occupier must allow the Body Corporate, the Committee and its properly appointed agents, access at all reasonable times to the Car Space for any proper purpose.

29.3 An Occupier of a Lot must not park any motor vehicle, motor bike, trailer, boat or similar thing upon the Common Property unless the exclusive use of that part of the Common Property has been allocated to that Lot for that purpose.

29.4 The following conditions apply to use of an area specified for use as a Storage Space:

29.4.1 the Storage Space must only be used as a storage space;

29.4.2 the Owner and Occupier are jointly and severally liable to keep the relevant Storage Space clean and tidy. Where any repairs or cleaning are required to the Storage Space due to its use by the Owner or Occupier or persons authorised by them, the Owners and Occupiers are jointly and severally liable to pay for the cost of them. The Body Corporate must carry out its duties in relation to the Storage Space;

29.4.3 the relevant Owner and Occupier must allow the Body Corporate, the Committee and its properly appointed agents, access at all reasonable times to the Storage Space for any proper purpose.

29.5 If an Owner or Occupier of a Lot does not carry out its responsibilities in accordance with this by-law 29 then the Body Corporate, and persons authorised by it, may enter upon the Car Space or the Storage Space as the case may be for the purpose of carrying out such responsibilities and the Owner will be liable for the costs incurred by the Body Corporate in that regard. Such costs must be paid on demand.

Pool Pump Areas

29.6 The Original Owner and any agent of the Original Owner (which includes the Developer) is authorised to allocate the exclusive use of that part of the Common Property (Pool Pump Areas) to the Occupiers of Lots specified in a written notice to the Body Corporate. When the allocations are made they will be identified in Schedule E under the heading by-law 29, and the owner and occupier of the lot in the Scheme identified in Schedule E hereto shall be entitled to the exclusive use and enjoyment of the area of common property identified in Schedule E adjacent to their lot number and shown on the plan/s attached hereto and marked with the letter as specified in Schedule E, for the use as specified in Schedule E.

29.7 The following conditions apply to use of an area specified for use as a Pool Pump Area:

29.7.1 The area must only be used for the purpose referred to in Schedule E;

29.7.2 the Owner and Occupier are jointly and severally liable to keep the relevant Pool Pump Area clean and tidy. Where any repairs or cleaning are required to the Pool Pump Area due to its use by the Owner or Occupier or persons authorised by them, the Owners and Occupiers are jointly and severally liable to pay for the cost of them. Subject to those obligations and by law 29.2.3, the Body Corporate must carry out its duties in relation to the Pool Pump Area;

29.7.3 the relevant Owner and Occupier must allow the Body Corporate, the Committee and its properly appointed agents, access at all reasonable times to the Car Space for any proper purpose.

29.8 If an Owner or Occupier of a Lot does not carry out its responsibilities in accordance with this by- law 29 then the Body Corporate, and persons authorised by it, may enter upon the Pool Pump Area for the

purpose of carrying out such responsibilities and the Owner will be liable for the costs incurred by the Body Corporate in that regard. Such costs must be paid on demand.

All Exclusive Use Areas

29.9 The Body Corporate may, but is not obliged to, from time to time authorise a service contractor/caretaker to clean and/or maintain areas of common property which have been granted by way of exclusive use to an occupier or owner. In respect of all areas of exclusive use granted to an owner or occupier, that owner or occupier must act reasonably to allow the service contractor/caretaker access to the specific area of common property for the purposes of maintenance and/or cleaning as per the contract with the Body Corporate.

30. Supply of Electricity, Gas or Hot Water

The Body Corporate has authority to and may purchase, rent, lease or otherwise acquire title to and the use of and to have installed, used, run and maintain a supply system for the scheme for electricity, gas and/or hot water to the common property and lots in the Scheme, (hereinafter called "energy products") and in such case the following shall apply in respect of any such energy products:

30.1 each owner and occupier of a lot shall purchase and use all energy products consumed in the lot direct from the Body Corporate and shall not purchase energy products from any other source, and must provide to the Body Corporate with a bond or security deposit for such usage if the same is requested from the Committee. The Body Corporate shall have the power to sell energy products to each owner and occupier, however the price to be charged by the Body Corporate to each owner and occupier for the supply of reticulated electricity shall be at a rate determined by taking into account all charges relative to the supply of the electricity, without profit to the Body Corporate and shall not exceed the maximum amount that may be charged under the Electricity Act;

30.2 the Body Corporate shall arrange (by itself or via contracts or lease) for the installation of separate energy product meters for each lot;

30.3 the Body Corporate shall not be required to supply to any owner or occupier energy products requirements beyond those requirements which the relevant authority could supply at any particular time;

30.4 the Body Corporate shall not, under any circumstances whatsoever, be responsible or liable for any failure of the supply of energy products due to breakdowns, repairs, maintenance, strikes, accidents or causes of any class or description;

30.5 to the extent allowed under the Regulation Modules, the Body Corporate may charge owners and occupiers for the supply of reticulated energy products, including the cost of purchasing reticulated energy products, the installation, maintenance and operation of utility infrastructure associated with the services, the cost associated with the reading of meters and the administration costs of the Body Corporate arising from the collection of readings and the rendering of accounts.

30.6 the Body Corporate shall render accounts to each owner and such accounts shall be payable to the Body Corporate within fourteen (14) days of the delivery of such accounts (or if the period for payment is less than the minimum time prescribed by law, then the minimum time prescribed by law);

30.7 liability to pay an account rendered in relation to a lot pursuant to this By-law is enforceable jointly and severally against the occupier and owner of the lot when the account became payable and the person (including a mortgagee in possession) who becomes the owner of the lot before the account is paid;

30.8 in the event that a proper account for the supply of reticulated energy products is not paid by its due date for payment, then the Body Corporate shall be entitled to:

30.8.1 recover the amount of the unpaid amount or amounts (whether or not a normal demand has been made) as a liquidated debt due to it in any Court of competent jurisdiction; and/or

30.8.2 disconnect the supply of reticulated energy products to the relevant lot; and/or

30.8.3 if a bond/security deposit has been paid, draw on such amount needed to cover any payment required, or if there is insufficient draw on the entire bond/security deposit, provided the Body Corporate reserves the right to require that the bond/security deposit is reinstated to its original amount.

30.9 An owner or occupier shall ensure that any energy product installation is maintained free of any defect which is likely to cause a fire or electrical shock. Subject to the Act, the Body Corporate shall be entitled to enter a lot to inspect any energy products installations.

30.10 For the purposes of ensuring the efficient and constant supply of electricity to the lots due to limitations in the supply of electricity, the Body Corporate may impose restrictions, in such a manner and to such an extent as it considers necessary, upon the use of electrical articles (as defined in the *Electricity Act 1994*), including the prohibition of the use of specified articles.

30.11 Any owner or occupier that uses energy supplied to or by the Body Corporate (or where the Body Corporate would incur costs in respect of such supply) must ensure that, before using such energy in respect of their lot, they have agreed to any supply agreement determined by the Body Corporate from time to time, and have otherwise notified the Committee of their details for the purpose of the Body Corporate providing those details to a supplier of energy.

30.12 Owners and occupiers of lots must do everything necessary to allow the Body Corporate to comply with its lawful obligations in respect of the supply of energy products.

31. Plans and Reports

31.1 The Body Corporate must comply in all respects with the requirements and recommendations of the Stormwater Management Plan dated 11 June 2019 prepared by Knobel Engineers and titled "Conceptual Stormwater Management Plan", Proposed Residential Development 28-30 Second Avenue, Broadbeach. Such Stormwater Management Plan shall be deemed to form part of this Community Management Statement. A copy is available from the Body Corporate on request.

31.2 The Body Corporate must comply in all respects with the requirements of the Stormwater Quality Improvement Device (SQID) Maintenance Management Plan approved by the Council of the City of Gold Coast relevant to the Development, and any other SQID Maintenance Management Plan produced for the development from time to time ("SQID Plan"). Such SQID Plan shall be deemed to form part of this of this Community Management Statement. A copy is available from the Body Corporate on request.

31.3 The Body Corporate must comply in all respects with the requirements and recommendations of the waste management plan prepared by MRA Environmental Pty Ltd in December 2019. Such waste management plan shall be deemed to form part of this Community Management Statement. A copy is available from the Body Corporate on request.

31.4 The Body Corporate must comply in all respects with the requirements and recommendations of the Environmental Noise Impact Assessment prepared by CRG Acoustics dated 13 December 2019. Such environmental noise impact assessment report shall be deemed to form part of this Community Management Statement. A copy is available from the Body Corporate on request.

32. Use of Study/Media Rooms

Study rooms/media rooms must not be used as a bedroom or converted to a bedroom. Owners must ensure that any occupiers of their Lot are aware of this restriction, by including such restriction in the tenancy agreement.

33. Interpretation

33.1 For the purposes of these By-laws words importing any number or gender or a person shall include any other number or person whether natural or otherwise.

33.2 If any part of a by-law is illegal, void, or invalid then that part of the relevant by-law shall be read down or severed as necessary so as to preserve the balance of the by-law, but if such preservation would make the balance of the by-law unable to operate then the by-law itself will be severed and all other by-laws will remain in full force.

33.3 In these By-laws, except where inconsistent with the context, words used have the meaning set out in the Act and the following terms have the following meanings:

33.3.1 **the Act** means the *Body Corporate and Community Management Act 1997* and all Regulations thereunder, as amended and replaced from time to time;

33.3.2 **Committee** means the Committee of the Body Corporate elected or otherwise appointed from time to time as provided for in the Regulation Module;

33.3.3 **common property** means the common property of the Scheme;

33.3.4 **Lot** means a Lot that is part of the Scheme.

33.3.5 **Original Owner** and **Developer** have the meaning as set out in the Act and the developer includes the owner of any standard format lot development parcel in the Scheme from time to time, and the original owner and developer may assign their rights under the by-laws to any other person (and such person may also assign those rights to other persons).

33.3.6 **Recreational Facilities** means the following areas (if any) on the common property of the Scheme:

33.3.6.1 Pool;

33.3.6.2 Barbeque area;

33.3.6.3 Function Room;

33.3.6.4 Other areas associated with the above.

33.3.7 **Regulation Module** or **Module** means the Regulation Module identified in Item 2 of the Community Management Statement to which these By-laws are annexed.

34. Off Street Ramp Signal Management System

Owners and occupiers of Lots must comply with any instruction or direction of the Body Corporate in relation to the implementation and maintenance of the signalised ramp management system to control the single lane vehicular ramp between ground level and level 1 of the building.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

SERVICES LOCATION DIAGRAM:

Services Location Diagram over all lots identified in Item 4 of this Community Management Statement and that part of Common Property in The Gallery Community Titles Scheme in the form annexed marked 'Plan SLD'.

Lots on Plan or CP	Statutory Easement	Service Location Diagram
Titles Scheme	Support, Shelter, Water, Electricity, Sewer, Stormwater, Communications, Gas	Plan SLD
Lots 201 - 206 on SP 313520	Support, Shelter, Water, Electricity, Sewer, Stormwater, Communications, Gas	Plan SLD
Lots 301 - 306 on SP 313520	Support, Shelter, Water, Electricity, Sewer, Stormwater, Communications, Gas	Plan SLD

Lots on Plan or CP	Statutory Easement	Service Location Diagram
Lots 401 - 406 on SP 313520	Support, Shelter, Water, Electricity, Sewer, Stormwater, Communications, Gas	Plan SLD
Lots 501 - 506 on SP 313520	Support, Shelter, Water, Electricity, Sewer, Stormwater, Communications, Gas	Plan SLD
Lots 601 - 606 on SP 313520	Support, Shelter, Water, Electricity, Sewer, Stormwater, Communications, Gas	Plan SLD
Lots 701 - 706 on SP 313520	Support, Shelter, Water, Electricity, Sewer, Stormwater, Communications, Gas	Plan SLD
Lots 801- 806 on SP 313520	Support, Shelter, Water, Electricity, Sewer, Stormwater, Communications, Gas	Plan SLD
Lots 901 - 906 on SP 313520	Support, Shelter, Water, Electricity, Sewer, Stormwater, Communications, Gas	Plan SLD
Lots 1001 - 1006 on SP 313520	Support, Shelter, Water, Electricity, Sewer, Stormwater, Communications, Gas	Plan SLD
Lots 1101 -1106 on SP 313520	Support, Shelter, Water, Electricity, Sewer, Stormwater, Communications, Gas	Plan SLD
Lots 1201 -1206 on SP 313520	Support, Shelter, Water, Electricity, Sewer, Stormwater, Communications, Gas	Plan SLD
Lots 1301 -1306 on SP 313520	Support, Shelter, Water, Electricity, Sewer, Stormwater, Communications, Gas	Plan SLD
Lots 1401 - 1406 on SP 313520	Support, Shelter, Water, Electricity, Sewer, Stormwater, Communications, Gas	Plan SLD
Lots 1501 - 1506 on SP 313520	Support, Shelter, Water, Electricity, Sewer, Stormwater, Communications, Gas	Plan SLD
Lots 1601 - 1606 on SP 313520	Support, Shelter, Water, Electricity, Sewer, Stormwater, Communications, Gas	Plan SLD
Lots 1701 - 1705 on SP 313520	Support, Shelter, Water, Electricity, Sewer, Stormwater, Communications, Gas	Plan SLD
Lots 1801 -1805 on SP 313520	Support, Shelter, Water, Electricity, Sewer, Stormwater, Communications, Gas	Plan SLD
Lots 1901-1905 on SP 313520	Support, Shelter, Water, Electricity, Sewer, Stormwater, Communications, Gas	Plan SLD
Lots 2001 - 2004 on SP 313520	Support, Shelter, Water, Electricity, Sewer, Stormwater, Communications, Gas	Plan SLD

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

Car Space Allocations and Storage Space Allocations

Exclusive Use Areas

By-law 29 - Car Space Allocations and Storage Space Allocations:

Lot Number on Plan	Car Space	Sketch Plan	Storage Space	Sketch Plan
Lot 1 on SP 313520				
Lot 201 on SP 313520	99	C		
Lot 202 on SP 313520	66	B		
Lot 203 on SP 313520	31 & 32	A	S1	A
Lot 204 on SP 313520	101	C		
Lot 205 on SP 313520	67	B		

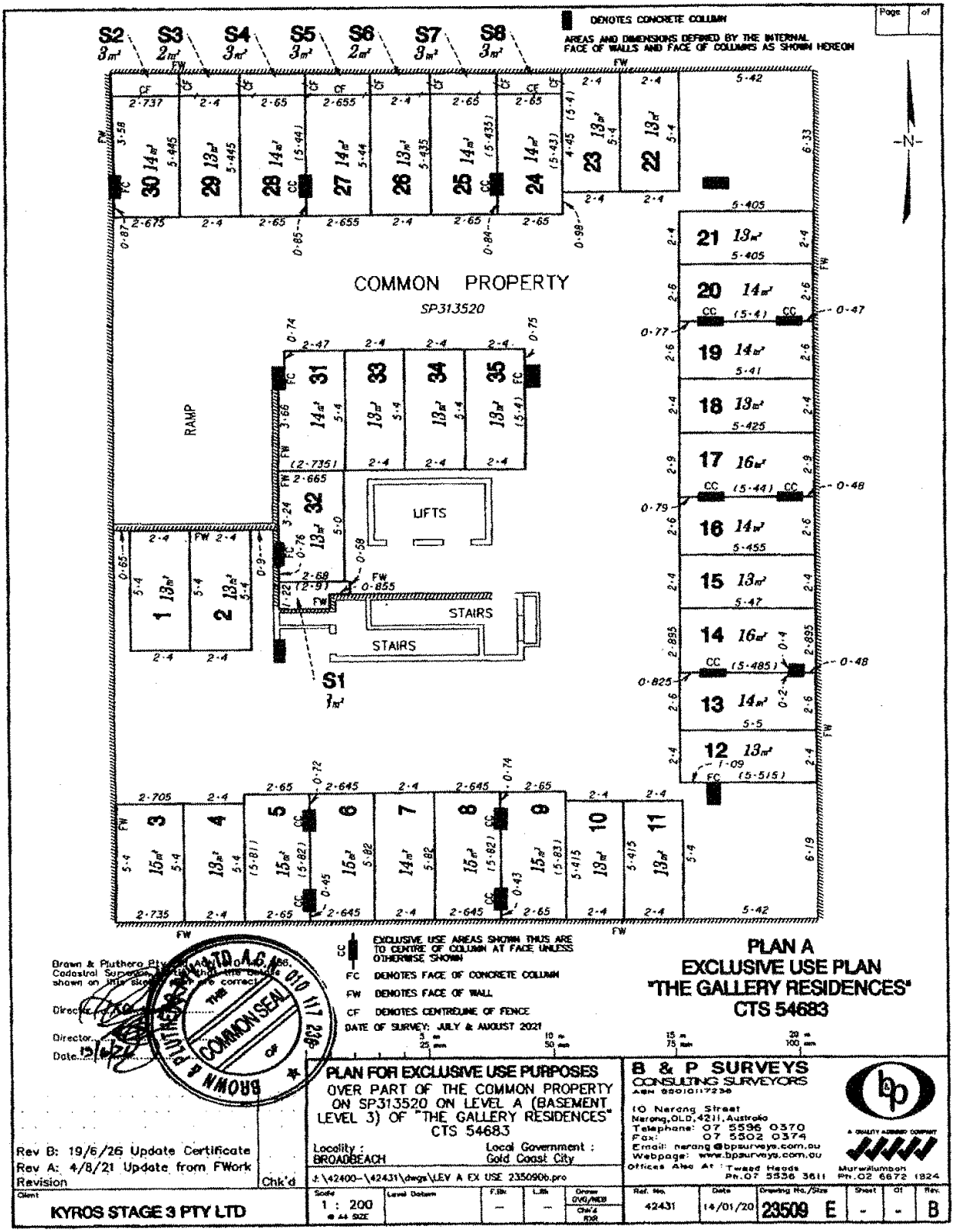
Lot Number on Plan	Car Space	Sketch Plan	Storage Space	Sketch Plan
Lot 206 on SP 313520	35	A		
Lot 301 on SP 313520	21	A		
Lot 302 on SP 313520	47	B		
Lot 303 on SP 313520	79	C		
Lot 304 on SP 313520	45	B		
Lot 305 on SP 313520	12	A		
Lot 306 on SP 313520	3	A		
Lot 401 on SP 313520	84	C		
Lot 402 on SP 313520	43	B		
Lot 403 on SP 313520	85	C		
Lot 404 on SP 313520	5	A		
Lot 405 on SP 313520	13	A		
Lot 406 on SP 313520	9	A		
Lot 501 on SP 313520	119	E		
Lot 502 on SP 313520	42	B		
Lot 503 on SP 313520	83	C		
Lot 504 on SP 313520	87	C		
Lot 505 on SP 313520	14	A		
Lot 506 on SP 313520	11	A		
Lot 601 on SP 313520	81	C	S17	B
Lot 602 on SP 313520	41	B		
Lot 603 on SP 313520	80	C		
Lot 604 on SP 313520	86	C		
Lot 605 on SP 313520	15	A		
Lot 606 on SP 313520	10	1		
Lot 701 on SP 313520	75	C	S30	C
Lot 702 on SP 313520	40	B		
Lot 703 on SP 313520	74	C		
Lot 704 on SP 313520	46	B		
Lot 705 on SP 313520	17	A		
Lot 706 on SP 313520	56	B		
Lot 801 on SP 313520	72 & 44	C		
Lot 802 on SP 313520	39	B		
Lot 803 on SP 313520	73	C		
Lot 804 on SP 313520	53	B		
Lot 805 on SP 313520	18	A		
Lot 806 on SP 313520	8	A		
Lot 901 on SP 313520	29	A	S3	A
Lot 902 on SP 313520	106	D		
Lot 903 on SP 313520	69	C		
Lot 904 on SP 313520	51	B		
Lot 905 on SP 313520	1	A		
Lot 906 on SP 313520	7	A		

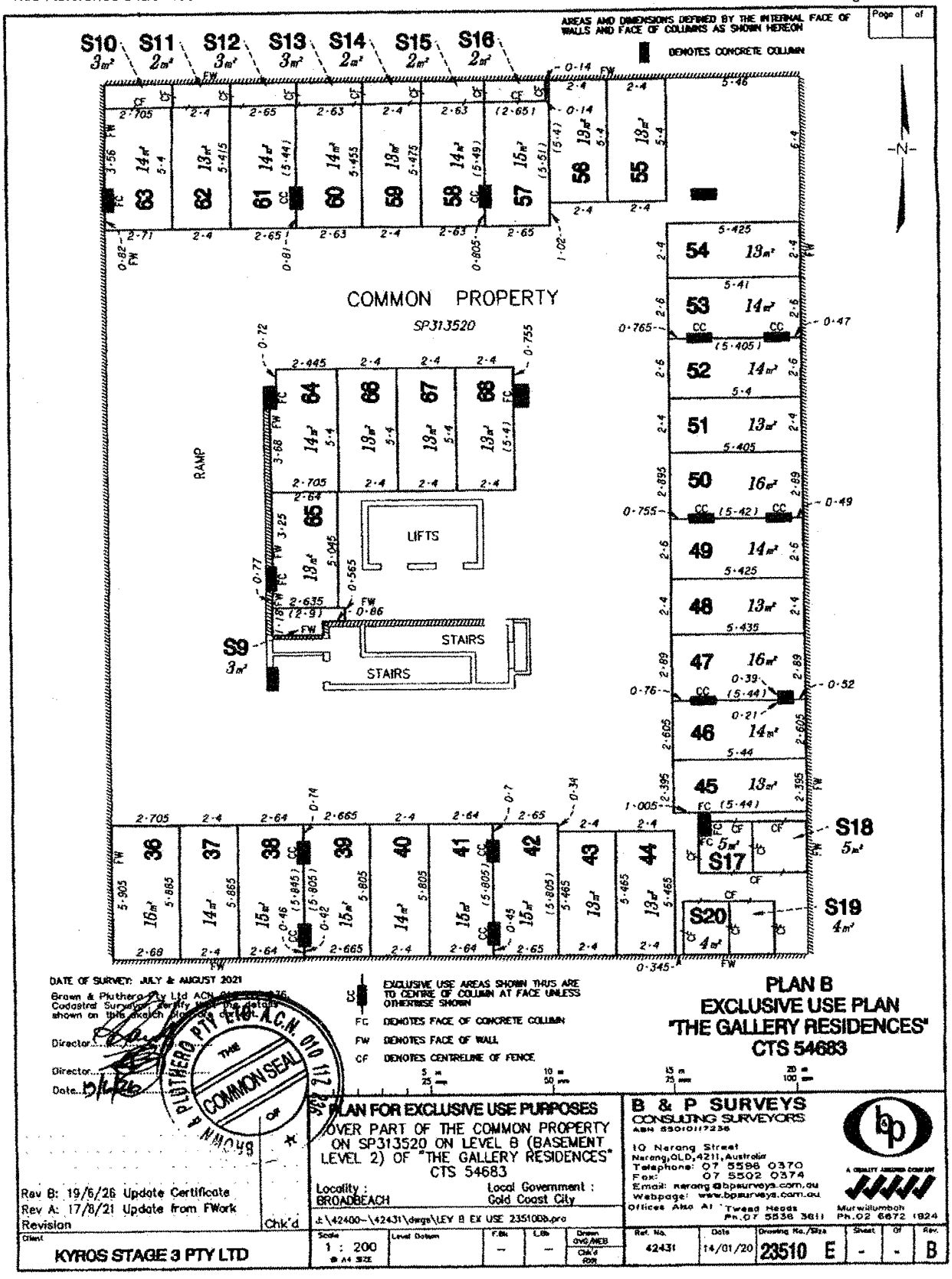
Lot Number on Plan	Car Space	Sketch Plan	Storage Space	Sketch Plan
Lot 1001 on SP 313520	57	B	S16	B
Lot 1002 on SP 313520	70	C		
Lot 1003 on SP 313520	30	A	S2	A
Lot 1004 on SP 313520	52	B		
Lot 1005 on SP 313520	20	A		
Lot 1006 on SP 313520	6	A		
Lot 1101 on SP 313520	28	A	S4	A
Lot 1102 on SP 313520	104 & 105	D		
Lot 1104 on SP 313520	38	B		
Lot 1105 on SP 313520	76	C		
Lot 1106 on SP 313520	94	C		
Lot 1201 on SP 313520	27	A	S5	A
Lot 1202 on SP 313520	103	D		
Lot 1203 on SP 313520	26 & 54	A	S6	A
Lot 1204 on SP 313520	37	B		
Lot 1205 on SP 313520	22	A		
Lot 1206 on SP 313520	4	A		
Lot 1301 on SP 313520	25	A	S7	A
Lot 1302 on SP 313520	102	D		
Lot 1303 on SP 313520	24	A	S8	A
Lot 1304 on SP 313520	116	E		
Lot 1305 on SP 313520	23	A		
Lot 1306 on SP 313520	55	B	S20	B
Lot 1401 on SP 313520	63	B	S10	B
Lot 1402 on SP 313520	113	E		
Lot 1403 on SP 313520	62	B	S11	B
Lot 1404 on SP 313520	114	E		
Lot 1405 on SP 313520	117	E		
Lot 1406 on SP 313520	118	E		
Lot 1501 on SP 313520	60	B	S13	B
Lot 1502 on SP 313520	107	E		
Lot 1503 on SP 313520	61	B	S12	B
Lot 1504 on SP 313520	111	E		
Lot 1505 on SP 313520	112	E		
Lot 1506 on SP 313520	115	E		
Lot 1601 on SP 313520	59	B	S14	B
Lot 1602 on SP 313520	108	E		
Lot 1603 on SP 313520	96	C	S22	C
Lot 1604 on SP 313520	109	C		
Lot 1605 on SP 313520	36	B		
Lot 1606 on SP 313520	110	E		
Lot 1701 on SP 313520	58	B	S15	B

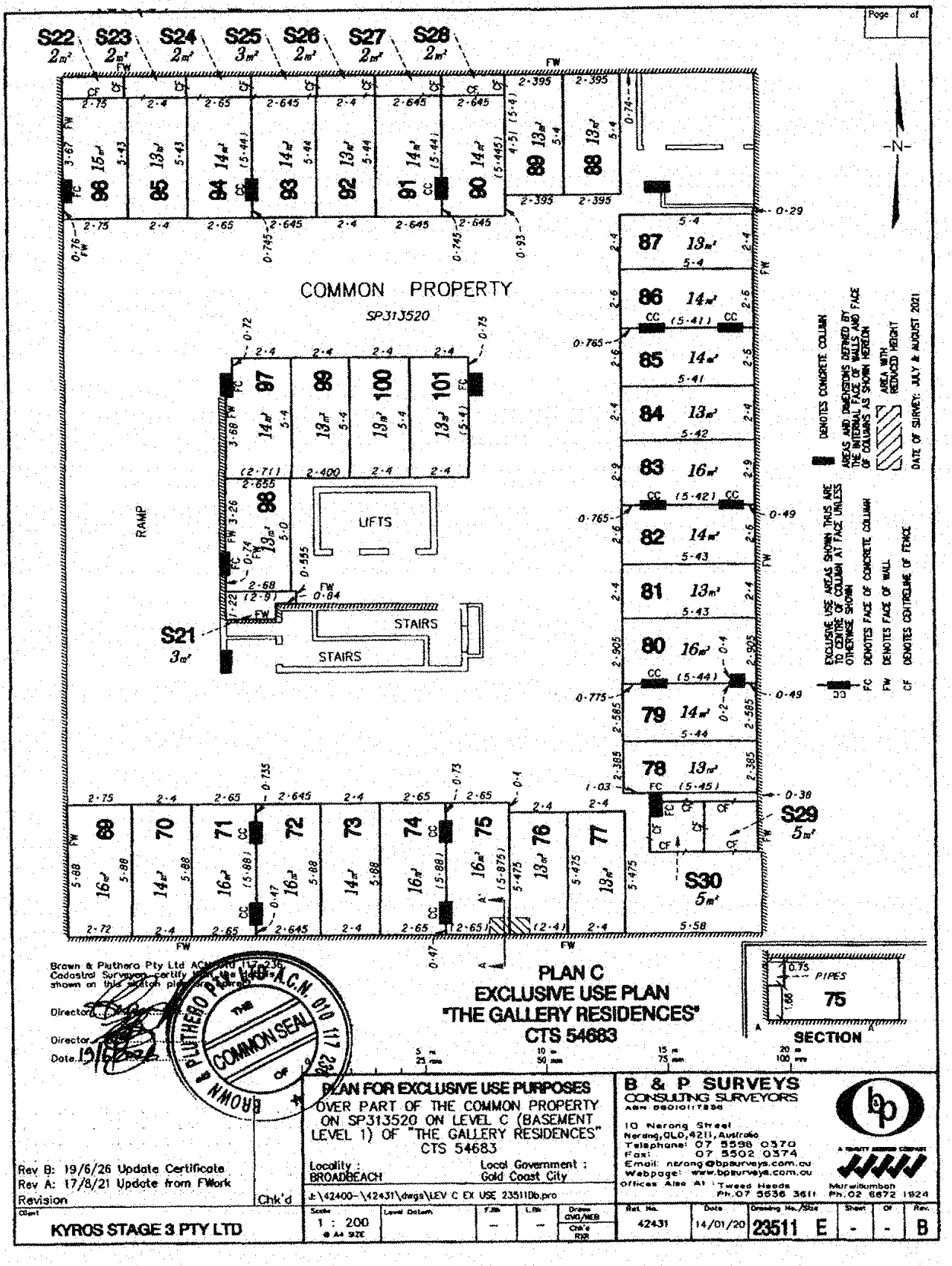
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Lot 1702 on SP 313520	68	B	S19	B
Lot 1703 on SP 313520	100	C		
Lot 1704 on SP 313520	82	C		
Lot 1705 on SP 313520	50	B		
Lot 1801 on SP 313520	95	C	S23	C
Lot 1802 on SP 313520	34	A		
Lot 1803 on SP 313520	97 & 98	C	S21	C
Lot 1804 on SP 313520	92	C	S26	C
Lot 1805 on SP 313520	49	B		
Lot 1901 on SP 313520	77 & 78	C	S29	C
Lot 1902 on SP 313520	33 & 71	A		
Lot 1903 on SP 313520	88 & 89	C		
Lot 1904 on SP 313520	19	A		
Lot 1905 on SP 313520	48	B		
Lot 2001 on SP 313520	64 & 65	B	S9	B
Lot 2002 on SP 313520	91 & 90	C	S27 & S28	C
Lot 2003 on SP 313520	2	A		
Lot 2004 on SP 313520	93	C	S25	C

By-law 29 - Pump Room Areas:

Lot Number on Plan	Pool Pump Area	Sketch Plan


DENOTES CONCRETE COLUMN
AREAS AND DIMENSIONS DEFINED BY THE INTERNAL FACE OF WALLS AND FACE OF COLUMNS AS SHOWN HEREON
COMMON PROPERTY
SP313520
RAMP
LIFTS
STAIRS
STAIRS
S1
S2
S3
S4
S5
S6
S7
S8
CC EXCLUSIVE USE AREAS SHOWN THUS ARE TO CENTRE OF COLUMN AT FACE UNLESS OTHERWISE SHOWN
FC DENOTES FACE OF CONCRETE COLUMN
FW DENOTES FACE OF WALL
CF DENOTES CENTRELINE OF FENCE
DATE OF SURVEY: JULY & AUGUST 2021
PLAN A
EXCLUSIVE USE PLAN
"THE GALLERY RESIDENCES"
CTS 54683
PLAN FOR EXCLUSIVE USE PURPOSES
OVER PART OF THE COMMON PROPERTY ON SP313520 ON LEVEL A (BASEMENT LEVEL 3) OF "THE GALLERY RESIDENCES" CTS 54683
Locality : BROADBEACH
Local Government : Gold Coast City
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Rev B: 19/6/26 Update Certificate
Rev A: 4/8/21 Update from FWork
Revision
Chk'd
Client
KYROS STAGE 3 PTY LTD
Scale 1 : 200 @ A4 SIZE
Ref. No. 42431
Date 14/01/20
Drawing No./Size 23509 E
Sheet -
Of -
Rev. B
B & P SURVEYS
CONSULTING SURVEYORS
ABN 89010117236
10 Nerang Street
Nerang,QLD,4211,Australia
Telephone: 07 5596 0370
Fax: 07 5502 0374
Email: nerang@bpsurveys.com.au
Webpage: www.bpsurveys.com.au
Offices Also At : Tweed Heads Ph.07 5536 3611
Murwillumbah Ph.02 6672 1824
A QUALITY ASSURED COMPANY


AREAS AND DIMENSIONS DEFINED BY THE INTERNAL FACE OF WALLS AND FACE OF COLUMNS AS SHOWN HEREON
DENOTES CONCRETE COLUMN
COMMON PROPERTY
SP313520
RAMP
LIFTS
STAIRS
STAIRS
S9 3m²
S10 3m²
S11 2m²
S12 3m²
S13 3m²
S14 2m²
S15 2m²
S16 2m²
S17 5m²
S18 5m²
S19 4m²
S20 4m²
DATE OF SURVEY: JULY & AUGUST 2021
Director
Director
Date
EXCLUSIVE USE AREAS SHOWN THUS ARE TO CENTRE OF COLUMN AT FACE UNLESS OTHERWISE SHOWN
FC DENOTES FACE OF CONCRETE COLUMN
FW DENOTES FACE OF WALL
CF DENOTES CENTRELINE OF FENCE
PLAN B
EXCLUSIVE USE PLAN
"THE GALLERY RESIDENCES"
CTS 54683
PLAN FOR EXCLUSIVE USE PURPOSES
OVER PART OF THE COMMON PROPERTY ON SP313520 ON LEVEL 8 (BASEMENT LEVEL 2) OF "THE GALLERY RESIDENCES" CTS 54683
Locality : BROADBEACH
Local Government : Gold Coast City
Rev B: 19/6/26 Update Certificate
Rev A: 17/8/21 Update from FWork
Revision
Chk'd
Client
KYROS STAGE 3 PTY LTD
Scale 1 : 200 @ A4 SIZE
Ref. No. 42431
Date 14/01/20
Drawing No./Size 23510 E
Sheet -
Of -
Rev. B
B & P SURVEYS
CONSULTING SURVEYORS
ABN 55010117236
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Fax: 07 5502 0374
Email: narang@bpsurveys.com.au
Webpage: www.bpsurveys.com.au
Offices Also At Tweed Heads Ph.07 5536 3611
Murwillumbah Ph.02 6672 1924



Brown & Plythero Pty Ltd ACN 010 117 236
Cadastral Surveyors certify that the parcels shown on this sealed plan are accurately surveyed

PLAN C
EXCLUSIVE USE PLAN
"THE GALLERY RESIDENCES"
CTS 54683

PLAN FOR EXCLUSIVE USE PURPOSES
OVER PART OF THE COMMON PROPERTY ON SP313520 ON LEVEL C (BASEMENT LEVEL 1) OF "THE GALLERY RESIDENCES" CTS 54683

Locality : BROADBEACH
Local Government : Gold Coast City

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Rev B: 19/6/26 Update Certificate
Rev A: 17/8/21 Update from FWork
Revision Chk'd

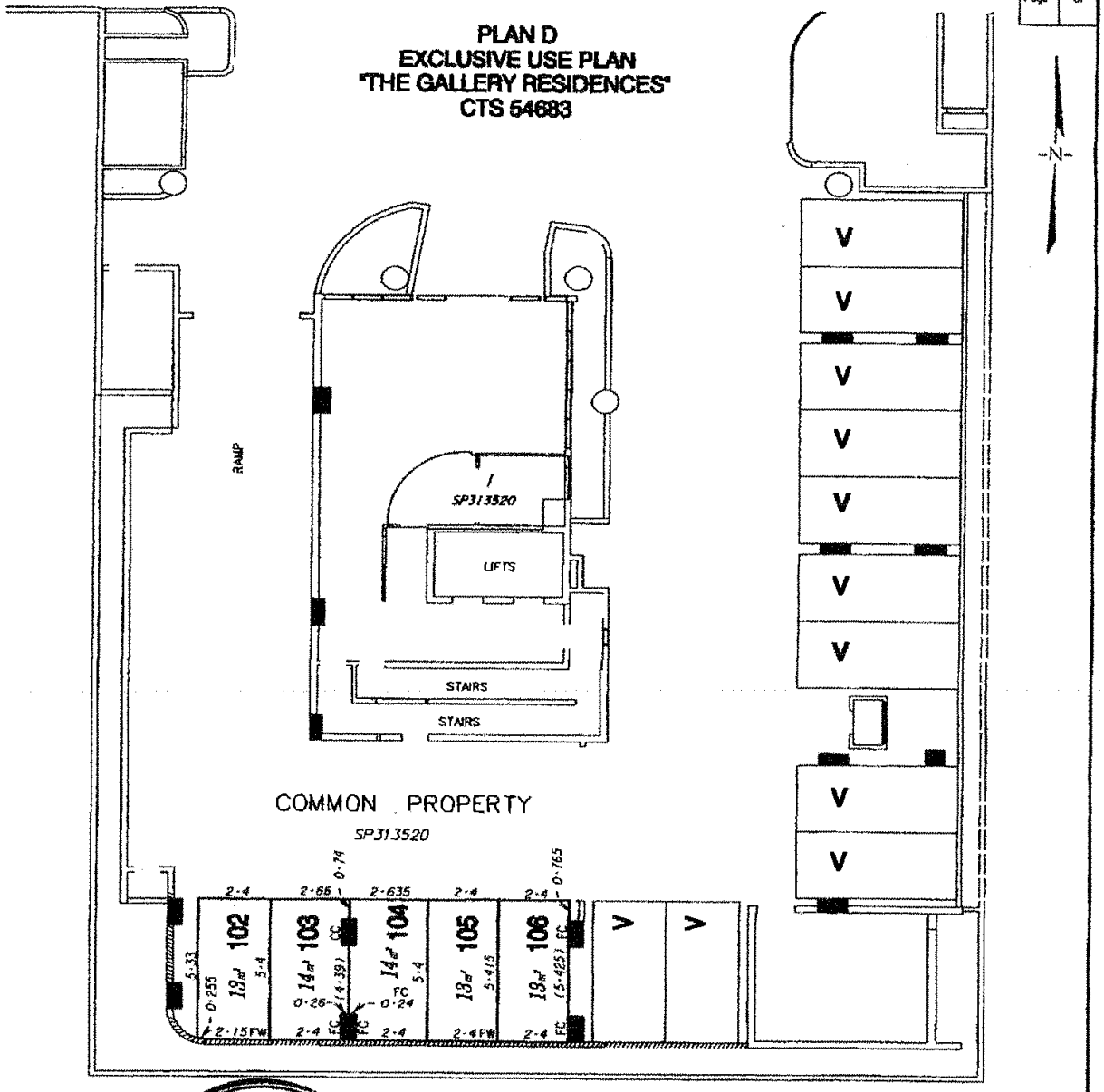
Client: KYROS STAGE 3 PTY LTD

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B & P SURVEYS
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Webpage: www.bpsurveys.com.au
Offices Also At Tweed Heads Ph.07 5536 3611
Murwillumbah Ph.02 6672 1924

Ref. No.	Date	Drawing No./Size	Sheet	Of	Rev.
42431	14/01/20	23511 E	-	-	B

PLAN D
EXCLUSIVE USE PLAN
"THE GALLERY RESIDENCES"
CTS 54683



Brown & Pluthero Pty Ltd ... Cadastral Surveyors certify that ... shown on this sketch plan are correct.

Director

Director

Date 19/6/26

BROWN & PLUTHERO PTY LTD A.C.N. 010 117 256 THE COMMON SEAL OF

CC EXCLUSIVE USE AREAS SHOWN THUS ARE TO CENTRE OF COLUMN AT FACE UNLESS OTHERWISE SHOWN

FC DENOTES FACE OF CONCRETE COLUMN

FW DENOTES FACE OF WALL

DATE OF SURVEY: JULY & AUGUST 2021

DENOTES CONCRETE COLUMN

V DENOTES VISITORS CAR SPACES IN COMMON PROPERTY ON SP313520

AREAS AND DIMENSIONS DEFINED BY THE INTERNAL FACE OF WALLS AND FACE OF COLUMNS AS SHOWN HEREON

5 m 25 mm | 10 m 50 mm | 15 m 75 mm | 20 m 100 mm

PLAN FOR EXCLUSIVE USE PURPOSES
OVER PART OF THE COMMON PROPERTY ON SP313520 ON LEVEL 0 (GROUND LEVEL) OF "THE GALLERY RESIDENCES" CTS 54683

Locality : BROADBEACH
Local Government : Gold Coast City

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Rev B: 19/6/26 Updated Certificate
Rev A: 17/8/21 Updated from FWork
Revision Chk'd

Client: KYROS STAGE 3 PTY LTD

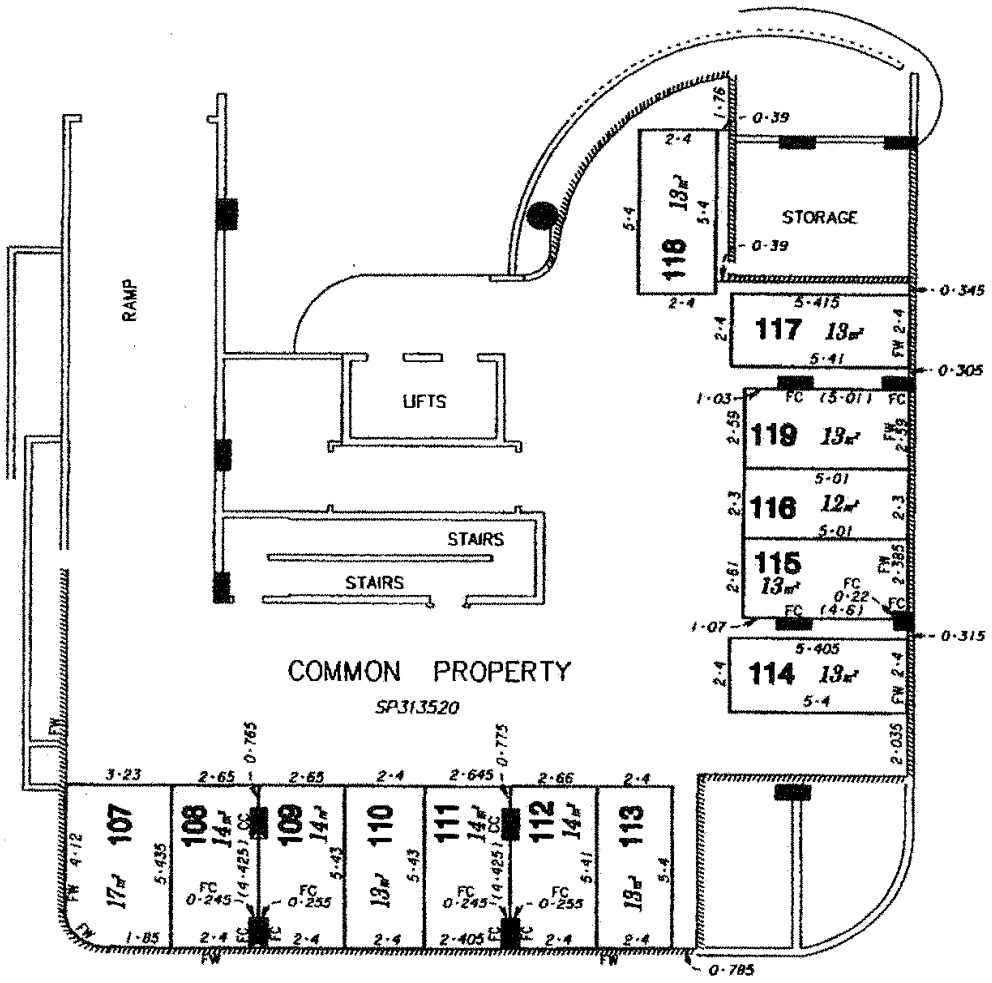
Scale 1 : 200 @ A4 SIZE | Level Datum | F.Blk — | L.Blk — | Drawn CVC/REB | Chk'd RDR

Ref. No. 42431 | Date 14/01/20 | Drawing No./Size 23512 E | Sheet - | Of - | Rev. B

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Offices Also At Tweed Heads Ph.07 5536 3611
Murwillumbah Ph.02 6672 1924
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PLAN E
EXCLUSIVE USE PLAN
"THE GALLERY RESIDENCES"
CTS 54683

Page | of



CC EXCLUSIVE USE AREAS SHOWN THUS ARE TO CENTRE OF COLUMN AT FACE UNLESS OTHERWISE SHOWN

FC DENOTES FACE OF CONCRETE COLUMN

FW DENOTES FACE OF WALL

DENOTES CONCRETE COLUMN

AREAS AND DIMENSIONS DEFINED BY THE INTERNAL FACE OF WALLS AND FACE OF COLUMNS AS SHOWN HEREON

DATE OF SURVEY: JULY & AUGUST 2021

Brown & Pluthero Pty Ltd ACN 010 117 298 Cadastral Surveyor certify that the [illegible] shown on this sketch plan are [illegible]

Director

Director

Date 19/5/21

BROWN & PLUTHERO PTY LTD A.C.N. 010 117 298 THE COMMON SEAL OF

0 m 25 mm 10 m 50 mm 15 m 75 mm 20 m 100 mm

PLAN FOR EXCLUSIVE USE PURPOSES
OVER PART OF THE COMMON PROPERTY ON SP313520 ON LEVEL E (LEVEL 1) OF "THE GALLERY RESIDENCES" CTS 54683

Locality : BROADBEACH
Local Government : Gold Coast City

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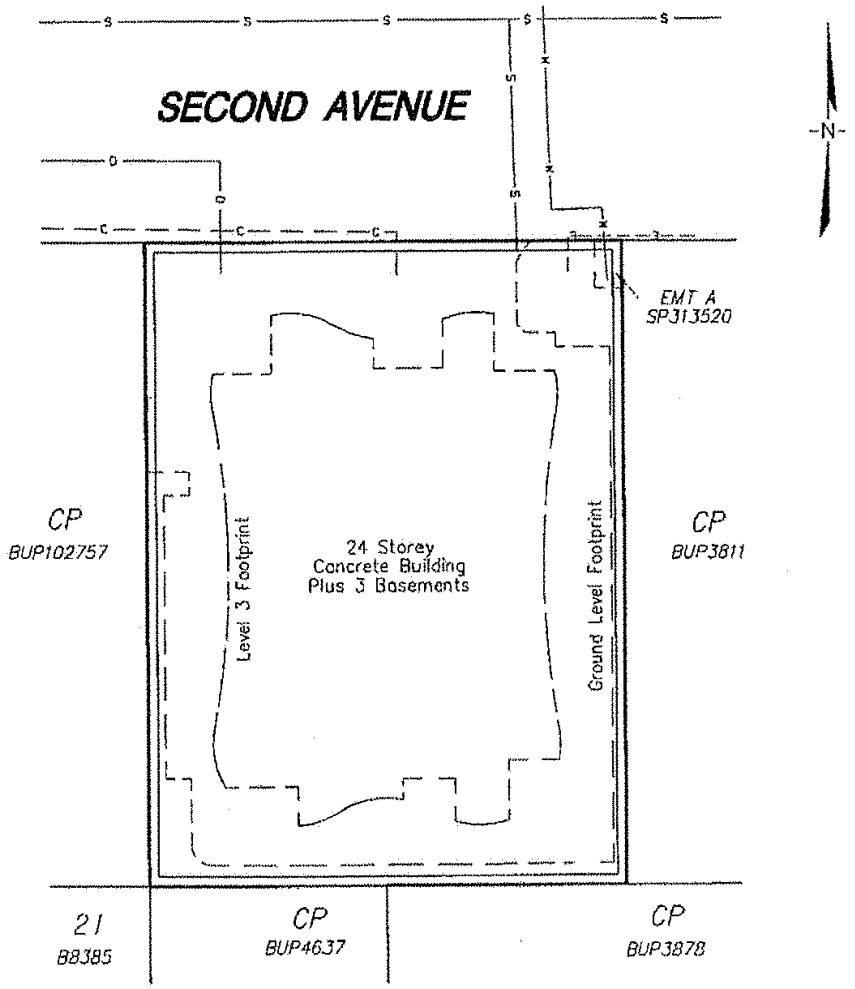
Rev	Revision	Chk'd
C	19/5/21 Amend Certificate	
B	17/8/21 Amend from FWork	
A	REV A – AMENDMENT CAR PARK	21/5/21

B & P SURVEYS
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Fax: 07 5502 0374
Email: narong@bpsurveys.com.au
Webpage: www.bpsurveys.com.au
Offices Also At : Tweed Heads Ph.07 5536 3611 Murwillumbah Ph.02 6672 1924

Client: KYROS STAGE 3 PTY LTD

Scale	Level Datum	F.Bk	L.Bk	Drawn CWC/MDB	Chkd RWB	Ref. No.	Date	Drawing No./Size	Sheet	Of	Rev.
1 : 200 @ A1 SIZE		—	—			42431	14/01/20	23513 E	-	-	C

Page	of



PLAN F

SERVICES LOCATION DIAGRAM

"THE GALLERY RESIDENCES"
CTS 54683

LEGEND

—D— INDICATIVE STORMWATER OR ROOFWATER LOCATION
—S— INDICATIVE SEWER LOCATION
—W— INDICATIVE WATER LOCATION
—E— INDICATIVE ELECTRICITY LOCATION
—C— INDICATIVE COMMUNICATIONS LOCATION

Rev A: 18/8/21: Update Bldg Outline

0 — 20 m 50 mm — 40 m 100 mm — 60 m 150 mm

SERVICES LOCATION DIAGRAM

"THE GALLERY RESIDENCES"
BROADBEACH

Locality : BROADBEACH

Local Government : Gold Coast City

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B & P SURVEYS
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10 Nerang Street
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Email: nerang@bpsurveys.com.au
Webpage: www.bpsurveys.com.au
Offices Also At : Tweed Heads Ph.07 5536 3611 Murwillumbah Ph.02 6672 1924

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Scale	Level Datum	F.Bk	L.Bk	Drawn NEB / Chk'd KGS	Ref. No.	Date	Drawing No./Size	Sheet	Of	Rev.
1 : 400 @ A4 SIZE		—	—		42431	7/7/21	24432 E	1	1	A

Registration Confirmation Statement

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Lodger Code: EL 028E

Title Reference:	**51261458**
Lodgement No:	7305786
Office:	ELECT LODGEMENT

OKEEFE MAHONEY BENNETT
3/26 LAWSON STREET
SOUTHPORT
QLD 4215

This is the current status of the title as at 10:46 on 03/11/2026

LAND DESCRIPTION

COMMON PROPERTY OF THE GALLERY RESIDENCES COMMUNITY TITLES SCHEME 54683

COMMUNITY MANAGEMENT STATEMENT 54683

Local Government: GOLD COAST

REGISTERED OWNER

Dealing No: 721034168 23/08/2021

BODY CORPORATE FOR THE GALLERY RESIDENCES COMMUNITY TITLES SCHEME 54683
28-30 SECOND AVENUE
BROADBEACH QLD 4218

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
   Deed of Grant No. 14355082 (ALLOT 8 SEC 5)
   Deed of Grant No. 15942092 (ALLOT 7 SEC 5)
2. EASEMENT IN GROSS No 721034171 23/08/2021 at 14:01
   burdening the land
   COUNCIL OF THE CITY OF GOLD COAST
   over
   EASEMENT A ON SP313520
3. REQUEST FOR NEW CMS No 725266359 02/11/2026 at 14:16
   New COMMUNITY MANAGEMENT STATEMENT 54683
   ACCOMMODATION MODULE

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

DEALINGS REGISTERED

725266359 NEW CMS 02.11.2026 - 01/KJ:2602141

Caution - Charges do not necessarily appear in order of priority

** End of Registration Confirmation Statement **

Registrar of Titles and Registrar of Water Allocations