

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 of community titles scheme**

ESCAPE VILLAS PORT DOUGLAS COMMUNITY TITLES SCHEME 54681

**2. Regulation module**

ACCOMMODATION MODULE

**3. Name of body corporate**

BODY CORPORATE FOR ESCAPE VILLAS PORT DOUGLAS COMMUNITY TITLES SCHEME 54681

**4. Scheme land**

Lot on Plan Description	Title Reference
Lots 1, 2, 3 and 4 on SP336794	51304485 to 51304488
Lots 5 & 6 on SP342105	
Lot 8, 9 and 10 on SP321513	51261352 to 51261354
Lot 11 & 12 on SP333300	51287335 & 51287336
Lots 14 & 15 on SP342105	
Lot 16, 17, 18 & 19 on SP333300	51287337 to 51287340
Common Property of ESCAPE VILLAS PORT DOUGLAS Community Titles Scheme 54681	51261351

**5. #Name and address of original owner**

NOT APPLICABLE

**6. Reference to plan lodged with this statement**

NOT APPLICABLE

# first community management statement only

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

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

NOT APPLICABLE PURSUANT TO SECTION 60(6) OF THE BODY CORPORATE AND COMMUNITY MANAGEMENT ACT 1997

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

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



*done 14 date yet.*  
/ /

**Execution Date**

Wendy Morris – Chairperson/Secretary

Janet Morris – Committee Member

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

**Privacy Statement**

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

<b>SCHEDULE A</b>	<b>SCHEDULE OF LOT ENTITLEMENTS</b>
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Lot on Plan	Contribution	Interest
Lot 1 on SP 336794	1	1
Lot 2 on SP 336794	1	1
Lot 3 on SP 336794	1	1
Lot 4 on SP 336794	1	1
Lot 5 on SP 342105	1	1
Lot 6 on SP 342105	2	2
Lot 8 on SP 321513	1	1
Lot 9 on SP 321513	1	1
Lot 10 on SP 321513	1	1
Lot 11 on SP 333300	2	2
Lot 12 on SP 333300	3	3
Lot 14 on SP 342105	2	2
Lot 15 on SP 342105	2	2
Lot 16 on SP 333300	1	1
Lot 17 on SP 333300	1	1
Lot 18 on SP 333300	1	1
Lot 19 on SP 333300	1	1
<b>TOTALS</b>	23	23

**Contribution Schedule Lot Entitlements** - Sections 66(1)(d)(i)

In accordance with Section 66(1)(db) BCCM Act 1997 (Qld) the deciding principle for the **Contribution Schedule Lot Entitlement (CSLE)** is the Relativity Principle and they are not equal.

As required by S46A of the Body Corporate and Community Management Act 1997, the CSLE for the scheme have been decided on the basis of only the following factors:

- (a) How the scheme is structured;
- (b) The nature, features and characteristics of the lots included in the scheme;
- (c) The purpose for which the lots are used;
- (d) The impact the lots may have on the costs of maintaining the common property;
- (e) The market values of the lots.

On the basis of these factors it is just and equitable for the CSLE for the Scheme not to be equal. The contribution schedule lot entitlement for each lot varies between 1 and 3 for each of the Lots. The difference in lot entitlements recognises that the factors stated above do not impact on how much each lot should contribute to certain Body Corporate costs such as secretarial fees, audit fees, printing, postage and outlays but the structure of the scheme and the features and characteristics of the lots result in a differential burden on the costs of the Body Corporate for repair and maintenance of the common property.

When allocating the lot entitlements to be included in the CSLE, consideration has been given to each of the factors stated above in the following ways:

- (a) Structure of the Scheme  
The scheme is not part of a layered scheme or part of a volumetric plan and consequently this factor does not contribute to any difference in the lot entitlements.
- (b) Nature, Feature and Characteristics of the Lots in the Scheme  
Lots 1, 2, 3, 4, 5, 6, 8, 11, 12, 18 and 19 are detached dwelling and Lots 9, 10, 14, 15, 16 & 17 are semi-detached dwellings on a standard format plan. The Body Corporate is responsible for the repair and maintenance of common property within its scheme. This includes internal roads, utility infrastructure, utility services and common facilities.



(c) The Purpose for which the Lots are used

Lots 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18 and 19 in the scheme have approved use for Dwelling House.

(d) The impact the lots may have on the costs of maintaining the common property

Lots 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18 and 19 are used for residential dwelling purposes.

(e) The market value of the lots

The market value of the developed lots will be substantially the same.

**Interest Schedule of Lot Entitlements – Section 66(1)(dc)**

In accordance with Section 66(1)(dc) BCCM Act 1997 (Qld) the deciding principle for the **Interest Schedule Lot Entitlements (ISLE)** for the scheme is the Market Value Principle.

The Lot entitlements must reflect the respective market values of the lots, except to the extent to which it is just and equitable in the circumstances for the lot entitlements not to reflect the respective market values of the lots.

The ISLE reflects the respective market values of the lots included in the scheme.

<b>SCHEDULE B</b>	<b>EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND</b>
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NOT APPLICABLE.

<b>SCHEDULE C</b>	<b>BY-LAWS</b>
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DEFINITIONS

In this Community Management Statement, unless the context otherwise indicates:-

“Act” means the Body Corporate and Community Management Act 1997 as amended and any regulations and modules made pursuant to the Act.

“Approved” means for the purpose of these By-Laws and Schedule D the Building Requirements set by the Architectural Panel from time to time.

“Architectural Panel” means the Architectural Panel or person appointed by the Committee of the Body Corporate for the purposes of the regulation and operation of the Building Requirements and the landscaping code as provided in this Community Management Statement.

“Building Act” means Building Act 1975.

“Building Requirements” means the Architectural, landscaping and other requirements set out in Schedule D or from time to time adopted by the Body Corporate and complying with Local Government and Building Act requirements for the purpose of regulating and monitoring the construction of a residence and development of any lot, including, without limitation, the construction, alteration, renovation or repair of any residence, building, fence, retaining wall, driveway, external sign or hoarding, or other external elements that may impact on the streetscape or neighbours of the Lot.

“Committee” means the Committee of the Body Corporate as elected from time to time.

“Local Government” means Douglas Shire Council or such other Local Government as may from time to time have jurisdiction over the Scheme Land.

“Lot” means a lot in the Scheme.

“Occupy” has the meaning as defined in the Act.

“Owner” has the meaning defined in the Act.





"Residence" means a building comprising self contained accommodation intended for the exclusive use of one family for human habitation approved by the Architectural Panel and complying with the Building Requirements.

## 1. NOISE

- 1.1 The occupier of a lot, their guests, servants or agents must not create or permit any noise likely to interfere with the peaceful enjoyment of a person lawfully on another Lot or the Common Property;
- 1.2 Guests of a Lot leaving late in the evening are requested by their hosts to leave quietly. Quietness also shall be observed when an owner or occupier of a lot returns to the lot late at night or early morning hours.
- 1.3 The volume of any radio, television or other sound equipment shall be kept as low as possible at all times and shall not be operated in such a manner as to unreasonably interfere with the use and enjoyment of any other Lot by any other owner or occupier of a Lot.
- 1.4 An owner or occupier of a Lot shall not permit any musical instrument to be practised or played upon or any avoidable noise to be made in such manner as to unreasonably interfere with the use and enjoyment of any other lot by any other owner or occupier of a Lot.
- 1.5 An owner or occupier of a Lot shall not permit any pool noise from their Lot after 9 p.m. which is likely to interfere with the peaceful enjoyment of a person lawfully on another Lot or the Common Property;

## 2. VEHICLES

- 2.1 An occupier or owner of a lot must not –
  - (a) Park a vehicle, or allow a vehicle to stand in a regulated parking area; or
  - (b) Without the approval of the Body Corporate, park a vehicle, or allow a vehicle to stand, on any other part of the common property; or
  - (c) Permit an invitee to park a vehicle, or allow a vehicle to stand, on the common property other than in a regulated parking area.
- 2.2 An approval under subsection 2.1(b) must state the period for which it is given.
- 2.3 The Body Corporate may cancel the approval by giving 7 days written notice to the occupier.
- 2.4 In this section "regulated parking" area means an area of scheme land designated as being available for use, by invitees of occupiers of lots included in the scheme, for parking vehicle.

## 3. OBSTRUCTION

- 3.1 The Occupier of a lot must not obstruct the lawful use of the Common Property by any other person.
- 3.2 In the exercise and performance of:-
  - 3.2.1 any of the powers or functions of Local Government; and
  - 3.2.2 any other powers or functions bestowed upon the Local Government by any statute, regulation, Order-in-Council or by any statute, regulation, Order-in-Council or by any other legislative or administrative means,

the Local Government, its officers, servants, agents, contractor and any person authorised by it may at all reasonable times enter upon any lot or upon the common property or any structure or premises thereon to carry out works, matters or things into, through, across or under any lot or the common property and execute any work, matter or thing in respect of any structure or premises thereon and to inspect, maintain, repair, alter or add to such works, matters or things.
- 3.3 For the purposes of the foregoing subclause but without limiting that subclause in any way, the Local Government, its officers, servants, agents, contractors and any person authorised by it may enter upon any lot or the common property for the purpose of making any inspection or valuation of any land or of any building or structure erected thereon or reading or maintenance of water meters or collection of garbage.



- 3.4 The Body Corporate shall ensure that at all times the Local Government and appropriate emergency services have current keys or cards to enable access to all areas of the common property.

#### **4. DAMAGE TO LAWNS ETC. ON COMMON PROPERTY**

- 4.1 The occupier of a lot must not, without the Body Corporate's written approval –
- (a) Damage a lawn, garden, tree, shrub, plant or flower on the common property; or
  - (b) Use a part of the Common Property as a garden.
- 4.2 An approval under subsection 4.1 must state the period for which it is given.
- 4.3 However, the Body Corporate may cancel the approval by giving 7 days written notice to the occupier.

#### **5. DAMAGE TO COMMON PROPERTY**

- 5.1 An 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 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 of a lot must keep a device installed under subsection 5.2 in good order and repair.

#### **6. BEHAVIOUR OF INVITEES**

An occupier of a lot must take reasonable steps to ensure that he occupier's invitees do not behave in a way likely to interfere with the peaceful enjoyment of another lot or someone else's peaceful enjoyment of the common property.

#### **7. LEAVING OF RUBBISH ETC. ON THE COMMON PROPERTY**

- (a) The occupier of a lot must not leave rubbish or other materials on the common property in a way or place likely to interfere with the enjoyment of the common property by someone else.
- (b) The occupier of a lot must not throw or allow to fall or permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of the windows or doors from balconies or from the roof onto common property. Any damage or costs for cleaning or repair caused by breach hereof shall be borne by the occupier or owner of the Lot.

#### **8. BUILDING REQUIREMENTS**

- (a) The owner or occupier of a Lot must not either commence construction, alteration, addition, modification or reconstruct or carry out any improvements or works on any lot or submit any applications to the Local Government in relation to same which do not comply with the Building Requirements.
- (b) The occupier and owner of a Lot acknowledge and agree that a breach of the Building Requirements shall constitute a breach of these by-laws.
- (c) The Body Corporate may from time to time vary, modify or add to the Building Requirements or adopt new Building Requirements in which case such Building Requirements shall apply in lieu of those set out in Schedule D of this Community Management Statement without the need to record a new Community Management Statement subject to the Act and Local Government approval where required.
- (d) All applications to the Architectural Panel for approval under the Building Requirements must be accompanied by the reasonable fee determined by the Committee of the Body Corporate from time to time and pending further determination shall be fixed at \$500.00 plus GST.



**9. APPEARANCE OF LOT**

- 9.1 The occupier of a lot must not, without the Body Corporate's written approval, make a change to the external appearance of the lot unless the change is minor and does not detract from the amenity of the lot and its surrounds.
- 9.2 The Occupier of a lot must not, without the Body Corporate's written approval –
- (a) hang washing, towels, bedding or other cloth article if the article is visible from another lot or the common property, or from outside the scheme land; or
  - (b) display a sign, advertisement, placard, banner, pamphlet or similar article on any part of the Lot in such a way as to be visible from another Lot, the Common Property or outside the Scheme Land.
- 9.3 Subsection 8.2(b) does not apply to a real estate advertising sign for the sale or letting of the lot if the sign is of a reasonable size.

**10. STORAGE OF FLAMMABLE MATERIALS**

- 10.1 The occupier of a lot must not, without the Body Corporate's written approval, store a flammable substance on the common property.
- 10.2 The 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.
- 10.3 However, this section does not apply to the storage of fuel in –
- (a) The fuel tank of a vehicle, boat, or internal combustion engine; or
  - (b) A tank kept on a vehicle or boat in which the fuel is stored under the requirements of the law regulating the storage of flammable liquid.

**11. WASTE & GARBAGE DISPOSAL**

- 11.1 A central Waste storage facility is provided by the Body Corporate on Common Property accessible via Escape Street. The occupier of a lot must not keep waste storage bins on private community title scheme allotments. All waste and garbage must be disposed of in the waste bins and recycle bins located in the central waste storage facility.
- (a) The occupier of a lot must comply with all of the following laws about the disposal of garbage.
  - (b) Ensure that the occupier does not, in disposing of garbage, adversely affect the health, hygiene or comfort of the occupiers of other lots.

**12. KEEPING OF ANIMALS**

- 12.1 The Owner or occupier of a lot may keep one dog or one cat on a lot without the Body Corporate's written approval.
- 12.2 The Owner or occupier of a lot must not without the Body Corporate's written approval -
- (a) bring or keep any further animal on the lot or common property; or
  - (b) permit an invitee to bring or keep an animal on the lot or common property.
- 12.3 Animals on the common property must at all times be restrained by a leash.
- 12.3 The Owner or Occupier must obtain the Body Corporate's written approval before bringing, or permitting an invitee to bring, an animal onto the lot or the common property. Such approval may be subject to all such conditions considered relevant for the peaceful enjoyment of occupiers of other lots and the common property.

**13. TENANTS TO HAVE NOTICE OF BY-LAWS**

The Owner of a Lot must ensure that a copy of the current by-laws (or a precis thereof approved by the Committee) is delivered to the Lessee or occupier of any lot not personally occupied by the owner.



**14. OBSERVANCE OF BY-LAWS**

The duties and obligations imposed by these By-Laws on an owner or occupier of a lot must be observed not only by the owner or occupier but also by their respective tenants, guests, servants, employees, agents, children, invitees and licensees.

**15. USE OF WATER ETC.**

An Owner or Occupier must not waste the water and must see that all water taps in the Lot are promptly turned off after use.

Waste pipes and drains must not be used for any purposes other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance shall be deposited therein. Any damage or blockage resulting to such water, waste pipes and drains from misuse or negligence shall be borne by the owner whether the same is caused by the owner's actions, by the servants, agents, guests, employees, invitees or licensees of the owner or occupier.

**16. BULK SUPPLY OF WATER**

- 16.1 Water will be supplied to the Common Property and each Lot within the Community Titles Scheme by the supplying local authority through one or more meters.
- 16.2 The full water consumption bill for the scheme shall be issued to and paid for by the Body Corporate and it is the Body Corporate's responsibility to issue invoices to individual Lot owners for a Lot's share of the water usage.
- 16.3 The Body Corporate will tri-annually cause to be read and recorded the water usage of each and every water meter for all Lots in the Community Titles Scheme. The Body Corporate shall then render accounts to each Lot owner for the metered amount of water usage for a Lot in accordance with its corresponding meter and such accounts shall be payable by the Lot owner to the Body Corporate within 14 days of the delivery of such accounts.
- 16.4 Common property water will form part of the administrative fund budget of the Body Corporate which is apportioned amongst the Lot owners as per the Lot contribution entitlement.
- 16.5 In the event that a proper account for Water usage charges is not paid by its due date for payment, then the Body Corporate shall be entitled to:
- (a) recover the amount of the unpaid account or accounts (whether or not a formal demand has been made) as a liquidated debt due to it in any court of competent jurisdiction; and/or
  - (b) disconnect the supply of water to the relevant Lot.
- 16.6 The Body Corporate is not responsible or liable for any failure of the supply of water due to breakdowns, repairs, maintenance, strikes, accidents or causes of any class or description.

**17. UNAVOIDABLE NOISE TO BE MINIMISED**

In the event of any unavoidable noise in a lot at any time the occupier must take all practical means to minimise annoyance to other occupants by closing all doors, windows and curtains of the lot and also effecting such further steps as may be within his power for same purpose.

**18. PATHWAYS TO BE KEPT CLEAR**

- (a) The pathways and drives on the land and any easement giving access to the land must not be obstructed by any of the owners or occupiers or used by them for any other purposes 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 so as to prevent the passage of other vehicles over the said pathways, drives and easements.
- (b) The owner or occupier of a lot must not obstruct lawful use of the Common Property by any person including obstruction by the placement thereon of freestanding signs, furniture, pot plants, display of wares or otherwise howsoever.



**19. COMMITTEE MAY MAKE RULES**

The Committee may make rules relating to the Common Property including but not limited to gardening and maintenance of common property and the collection and disposal of rubbish not inconsistent with these by-laws and the same shall be observed by the occupiers and their servants, agents, guests, employees, invitees or licensees unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Body Corporate.

**20. PROPRIETORS NOT TO INSTRUCT CONTRACTORS/WORKMEN**

Occupiers must not directly instruct any contractors or workmen employed by the Committee unless so authorised and all requests for consideration of any particular matter to be referred to the Committee shall be directed to the Secretary and not to the Chairman or any member of the Committee.

**21. USE OF LOTS**

- (a) A Lot may only be used for residential purposes.
- (b) There must not be any construction on a Lot other than a Residence, swimming pool and any other improvements approved by the Architectural Panel. All other types of construction are prohibited.

**22. BODY CORPORATE TO MAINTAIN LANDSCAPING**

- (a) The Lot Owners acknowledge and agree that it is in their mutual interest that the landscaping of Lots and Common Property be maintained to a uniform standard.
- (b) The Body Corporate shall provide Lot owners with a service under which the Body Corporate will cause any vacant lots to be maintained on behalf of Lot owners including maintaining the lots to a standard in keeping with the standard set by the Committee.
- (c) The Body Corporate shall have the exclusive right to provide this Service.
- (d) The Body Corporate shall determine the cost of providing the service detailed in this by-law and lot owners must pay for such service at the times and in the manner determined by the Body Corporate.

**23. BODY CORPORATE RIGHTS AND POWERS - UNPAID LEVIES**

23.1 The owner of a lot (which expression shall extend to a corporation or a mortgagee in possession) must pay on demand:-

- (a) The whole of the Body Corporate's costs and expenses (including Solicitors and own client costs) incurred in recovering levies, late payment penalties or moneys duly levied upon that owner's Lot in a Community Titles Scheme by the relevant Body Corporate pursuant to the Body Corporate and Community Management Act or pursuant to the by-laws of the Body Corporate;
- (b) Such costs as may have been ordered to be paid by the owner to the Body Corporate or the Commissioner for Body Corporate and Community Management by any Court, Adjudicator, Commissioner, Tribunal or other body with authority to order the payment of costs.

23.2 In the event that the owner fails to attend to the payment of such costs and expenses after demand is made for the payment of same, the Body Corporate may take action for the recovery of same in any Court of competent jurisdiction with the proviso that, in respect of the Body Corporate's party and party costs, the Body Corporate shall comply with any procedure for the taxation and recovery of costs provided for in the rules of the Court, Tribunal or other body which orders payment of costs in favour of the Body Corporate. The Body Corporate may also enter any costs and penalties and other monies payable to against the levy account of the owner's lot in the community title scheme and note the amount of such costs on any certificate issued in respect of the Lot pursuant to Section 162 of the Body Corporate and Community Management Act.



- 23.3 If a contribution levied under the relevant Regulation Module is unpaid 30 days after it falls due for payment, then the amount of the unpaid contribution will bear interest thereafter at an annual rate as determined by the Committee of the Body Corporate from time to time, unless otherwise determined by Ordinary Resolution at a general meeting and until determined at the rate of 2.5% for each month the contribution or instalment is in arrears. At the discretion of the Committee, any Body Corporate Manager has administrative discretion to write off interest at a limit to be determined by the Body Corporate Committee from time to time.
- 23.4 If at any time any person, company or association becomes the owner of a lot, another person or entity is liable in respect of the lot to pay interest on a contribution, the owner is jointly and severally liable with the other person or other entity for the payment of the interest.
- 23.5 The amount of any interest is recoverable by the Body Corporate as a liquidated debt.
- 23.6 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 occupiers, guests, servants, employees, agents, children, invitees or licensees of the owner or any of them the Committee shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the owner of the lot at the time when the breach occurred.

#### 24. SEVERABILITY

If any of the provisions of these By-Laws should be adjudged invalid, unlawful or unenforceable for any reason whatsoever, such invalidity or unenforceability or illegality (unless deletion of such provision or provisions would substantially affect the intention of the parties hereto expressed or implied) will not affect the operation, construction or interpretation of any other by-law with the intent that the invalid or unenforceable or illegal provisions will be treated for all purposes as severed from these by-laws.

<b>SCHEDULE D</b>	<b>OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED</b>
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The Body Corporate has adopted and wishes to regulate Building Requirements for the Scheme.

There will be no construction on any lot except that of a Residence, swimming pool and other ancillary improvements complying with the Building Requirements and approved by the Architectural Panel. All other types of construction are prohibited.

When any application is made pursuant to these provisions by any person, firm or company who or which is not the owner of any such lot, the written consent of the appropriate registered owner must accompany such application.

Any approval granted by the Architectural Panel will not constitute an agreement or representation as to the adequacy, suitability or fitness of any of the Building Requirements or the siting of the Residence and other approved improvements or that the relevant State, Local Government or other competent authority will grant its approval, and the owner and occupier of the Lot acknowledge that they will not place any reliance on the approval.

- 1 All Development Requires Approval
- 1.1 An owner or occupier of any lot shall not either commence construction, alteration, addition, modification or reconstruct or carry out any improvements or works on any lot or submit an application to the Local Government in relation to same until the plans and specifications showing the nature, height, width or colours and location of same together with landscaping proposals shall have first been approved by the Architectural Panel.
- 1.2 All plans and specifications submitted by an owner or occupier to the Architectural Panel for its approval shall be fully detailed, including without limitation, floor plans, site plans, drainage plans, elevation drawings, earthworks plans and descriptions or samples of exterior materials and colours, fencing and driveway details and landscaping plan. The application shall be made on the form of application adopted by the Architectural Panel from time to time. Payment of the fee determined by the Committee pursuant to By-law 8 must accompany the application.
- 1.3 The address for submission of such plans and specifications shall be at the address for service of the body corporate or at such other address as the body corporate shall have designated by notice in writing to the owner. All plans and specifications shall be deemed to be submitted if mailed by registered or certified mail addressed to the Body Corporate at the address of the Body Corporate or at such other address as the Body Corporate shall have designated by notice in writing to the owner of the lot.



- 1.4 Any application for any approval for construction, alteration, modification, reconstruction or carrying out any improvements or works on any lot shall not be unreasonably withheld so long as:
- The plans and specifications and the proposed construction, alteration, addition, modification, reconstruction or improvement or works comply with the Building Requirements;
  - The fee payable pursuant to By-law 8 has been paid; and
  - The application otherwise complies with these By-laws.
- 1.5 The Architectural Panel shall within fourteen (14) days from the date of its receipt of any application sought pursuant to Clause 1.1 hereof notify the applicant thereof of its approval or refusal of such application.
- 1.6 The Architectural Panel may require the applicant to provide additional information to clarify any aspect of the application.
- 1.7 The Architectural Panel shall, where an owner or occupier of any lot is refused the approval of any application sought pursuant to clause 1.1 hereof, in doing so, furnish the owner with written reasons for its refusal.
- 1.8 The Body Corporate may impose, as a condition of its approval of any application made pursuant to these by-laws, requirements that:
- Additional plans and specifications of any construction, alteration, addition, modification, reconstruction, works or improvements or such other information as it may require to be submitted;
  - Changes to be made to the plans and specifications provided such changes are consistent with the Building Act (Qld) and Standard Building By-Laws hereunder;
  - The proposed construction, alteration, modification, reconstruction, works or improvements be completed within a reasonable time specified in such condition.
- 2. Tree preservation and lot earthworks**
- 2.1 An occupier or owner of any lot shall not remove, injure, cut, deface, poison, destroy, burn, ringbark or lop any tree or part thereof on any lot or any common property where such tree has a diameter greater than one hundred millimetres (100mm) at the height of one point two metres (1.2m) above the ground level of such tree without first having obtained the written approval of the body corporate which approval shall not be unreasonably withheld so long as:
- The tree or trees are within the bounds of any construction, alteration, addition, modification, reconstruction, improvements or works approved pursuant to these by-laws;
  - Within three metres (3m) of any existing construction, alteration, addition, modification, reconstruction, improvements or works pursuant to these by-laws; or
  - Where the tree or trees are either dying, dead, diseased or potentially dangerous or the root system of the tree or trees is endangering the foundations of any dwelling or improvement erected thereon; or
  - Where the tree or trees are so located that they may threaten the operation of services to any lot or the common property; and
  - The owner or occupier of the lot first obtains all necessary consents where any Local Government tree preservation by-law and other Environmental Protection and other authorities having jurisdiction.

**PROVIDED HOWEVER** that the Body Corporate shall not (except in the case of an emergency or in the preservation of safety) grant its approval for the removal, cutting, defacing, poisoning, destroying, burning, ringbarking or lopping of any tree or part thereof which would result in the number of trees on any lot at any time being reduced below 60% of the total number of trees recorded in the tree register in respect of that lot.



- 2.2 The owner or occupier of any such lot shall not fill, cut or evacuate any lot or common property without first having obtained the approval of the Architectural Panel, which approval shall not be unreasonably withheld so long as:
- The owner or occupier of any such lot has obtained approval to the construction, alteration, addition, modification, reconstruction, improvements or works approved pursuant to these Building Requirements; or
  - Such filling, cutting or excavating does not unduly interfere with, endanger or detract from the existing environment or forested character of any lot, the common property or the surrounding environment.

**PROVIDED HOWEVER** that the approval of the Body Corporate will not be required where the filling, cutting or excavation does not involve the alteration of the contours of the lot and does not involve excavation below a depth of point three metres (.3m) nor filling above a height of point three metres (.3m) of the surface of the lot.

- 2.3 In approving any application made to it under this by-law the Body corporate may impose as a condition of its approval a requirement that such plans, specifications or other information as it may require be submitted.
- 2.4 Any owner or occupier of any lot who wilfully injures, cuts, defaces, poisons, destroys burns, ringbarks or lops any tree or fills, cuts or excavates the land, on any lot or the common property or who procures or is knowingly concerned in the injuring, cutting, defacing, poisoning, destroying, burning, ringbarking or lopping of any tree or part thereof or the filling, cutting or excavating of the land, on any lot or the common property, shall, unless he has obtained the written approval of the body corporate or unless, by virtue of these Building Requirements, such approval is not required, be guilty of an offence under the Body corporate and shall be liable to replace each and every one of with another tree and/or reinstate the land as directed by the Body Corporate. If such owner or occupier fails to do so then the Body Corporate, by a duly authorised agent, may enter upon the premises (in the case of a lot) and replace each and every one of such trees with another tree and/or reinstate such land (provided that all reasonable care is taken with respect to the owner or occupier's property). If the Body Corporate resolves to carry out such replanting and/or reinstatement then the costs thereof, once the same shall have been established, shall be a debt due from the owner to the Body Corporate which may recover and sue for the same as a debt irrespective of whether the Body Corporate shall have incurred any liability in relation to such costs.

### 3 Some Building Materials Prohibited

- 3.1 Galvanised iron or zinc or aluminium finishes (that is materials with a reflective finish) will not be approved.
- 3.2 Bare, plain, pre-coloured, painted or split faced concrete block, or un-rendered fibre-cement sheeting, will not be approved.

### 4. Lot Maintenance

- 4.1 Prior to the commencement of any construction on a Lot, the owner or occupier of the Lot must keep the Lot free of rubbish and generally maintained to a reasonable standard. The owner or occupier of a vacant lot must not do anything that would interfere with the Body Corporate maintaining that Lot as provided in by-law 21.

### 5 Working with Nature

- 5.1 In designing a residence, consideration should be given to siting and orientation in order to capture prevailing breezes and minimise the effects of the hot North Queensland sun. In Port Douglas the prevailing afternoon breezes blow from the south-east. Consequently residences should be designed to take maximum advantage of the breezes with living spaces facing south or east with windows and louvres that optimise cross ventilation.
- 5.2 Additional measures that may also assist in cooling residences include:
- Insulation and ventilation of the roof cavity;
  - Large shaded windows;
  - High windows (which enable hot air to escape);
  - Floor to ceiling louvres (which encourages air flow through the house);
  - Raised ceilings (which encourages air flow and enable ceiling fans to be comfortably accommodated);
  - Interior windows and louvres (which assist air to flow unobstructed through the house).



## 6 Innovative Design

6.1 Innovative design and construction is encouraged to eliminate damage to trees and root systems.

## 7 Siting of Garages

7.1 Garages shall not be permitted substantially forward of the main building line of the Residence without the approval of the Architectural panel. All garages must be an integral part of the Residence.

7.2 Open carports will be considered.

7.3 Free standing Garden Sheds will not be approved.

## 8 Storage

8.1 Each Residence must incorporate covered storage external to the living area. Such storage may be provided in one of the following forms:

- i. Within the design of the building e.g. at the back of the garage; or
- ii. Enclosed storage within the garage.

The intent of this requirement is to ensure that no personal items are stored within view from the street.

## 9 Outdoor Amenity Spaces

9.1 Private external areas such as clothes drying areas, storage and outdoor living and entertainment must be suitably screened so that they are not visible from other Lots.

## 10 Street Front Presentation

10.1 Where the Architectural Panel considers appropriate, a Residence should feature gable detailing on all gable ends. In addition, gable ends which incorporate plain FC sheeting should be texture painted or rendered with a texture finish.

## 11 Wall Materials

11.1 Materials such as masonry rendered block or other approved texture coated materials will be approved. The composite construction method – that is, the utilisation of a combination of materials which substantially feature one of these materials and another feature cladding material will be considered.

11.2 Applications for the use of other materials will be considered on their merits.

11.3 Unrendered fibre cement sheeting and bare, painted, pre-coloured or split-faced concrete blocks will not be permitted.

## 12 Roof Materials

12.1 The materials and roof pitch of a Residence should be designed to suit climatic and aesthetic requirements. A minimum roof pitch of 22.5 degrees is required.

12.2 The following roof materials are preferred:

- Tiles;
- Colorbond – custom orb (corrugated) profile;
- Shingles or slate;
- Other appropriate finishes approved by the Architectural Panel.

12.3 Galvanised iron, zinc or aluminium coated steel, corrugated fibre cement sheeting, or any material with a reflective finish, will not be approved as either wall or roof cladding.



### 13. Minimum Size Residences

- 13.1 A Residence must contain a minimum floor area of not less than 168m<sup>2</sup>. In this calculation, garages, patios and verandahs are not included. In cases where the owner wished to preserve trees and other vegetation, consideration will be given to varying this requirement.

### 14. Verandahs and Pergolas

- 14.1 Support posts for verandahs and/or pergolas should be a minimum of 100mm x 100mm in width and constructed of timber painted metal or rendered masonry to match the main dwelling.

The material, colour and pitch of the roof of verandahs should complement that of the main dwelling, as should the materials and colour of the pergola.

- 14.2 Single, split level or two storey residences may be approved solely at the discretion of the Architectural Committee subject to the Committee's assessment of the effect of the design if the adjoining lots. The Architectural Committee must not capriciously or unreasonably withhold its approval to such residences. A list of lots on which two storey or split level residences may be acceptable will be provided by the Architectural Committee on request. Lots other than those listed as possibly suitable for these types of structures shall not be used other than for single level residences,

## **Construction Matters**

### 15. Temporary Fencing

- 15.1 Temporary Fencing of a Lot shall not be erected unless as a requirement for safety during construction.

### 16. During Construction

- 16.1 All roadways, crossovers and footpaths should be kept free of dirt and rubbish. The Lot should be kept in a clean and tidy state free of rubbish. A deposit or construction bond in an amount determined by the Architectural Panel shall be provided to the Body Corporate prior to commencement of construction to secure performance of the lot owner's obligations under these Building Requirements.

- 16.2 Any damage caused to the common property should be reported immediately to the Body Corporate Manager. Any damage caused shall be remedied by the Body Corporate at the Lot owner's expense. The Lot owner must reimburse the Body Corporate for the cost of rectifying such damage or demand.

- 16.3 In the event that the Building Requirements and other requirements under these By-laws are not complied with the Body Corporate may appropriate the deposit or construction bond towards any remedial work or rectification required but without prejudice to the Body Corporate's rights against the lot owner.

### 17. Future Extensions

- 17.1 Extensions to a Residence will be permitted if they are architecturally integrated with the existing Residence (in terms of design, colour and appearance). Prior approval of the Architectural Panel is required prior to submitting plans for extensions to the Local Government.

## **Carparking and Driveways**

### 18. Carparking

- 18.1 A minimum of one off street carparking spaces need to be provided on each Lot. Covered carparking accommodation in the form of a garage must be provided prior to occupation of a Residence.

### 19. Driveways

- 19.1 A driveway should be constructed prior to the occupation of the dwelling.

- 19.2 Plain concrete driveways will not be approved. It is recommended that driveways be paved, exposed aggregate or stamped pattern concrete. Crossovers from the roadway to the Lot Boundary must be concrete with exposed aggregate type approved by the Architectural Panel, and with a maximum width of 3.5 metres.



- 19.5 The location of the driveway should take into consideration the location of existing structures, storm water gullies and light poles.
- 20 Fencing
- 20.1 Boundary fences between adjoining lots should generally be 1.8 metres high and not protrude forward of the Building Line. The materials used should be complementary to the style of the building materials used in the Residence.
- 20.2 Any fencing forward of the Building Line should be for the purpose of providing enclosure of the front yard. "Wing" fencing will not be permitted.
- 20.3 Front fencing (including secondary street frontage) and boundary fencing forward of the Building Line need to incorporate a masonry element which complements the Residence. In-fill panels may feature timber picket, treated tubular steel, powder coated aluminium or stainless steel. A front fence should be a minimum of 1.2 metres in height and a maximum of 1.8 metres in height.
- 20.4 The owners or occupiers of Lots must not substitute, replace or change the colour of the fencing erected by the Original Owner along the front and rear boundary of such Lots unless utilising the same colour and style of material.
- 21 Retaining Walls
- 21.1 Retaining walls are to be kept to a minimum.
- 21.2 In considering whether to approve retaining walls, the Architectural Panel will look more favourably on materials that complement the natural environment, such as rocks, stone, railway sleepers etc. The Architectural Panel will also look more favourably on small terraces as they can have visual and landscaping advantages over bigger walls, which in some cases can be disproportionate in height and appearance.
- 22 Outdoor Areas and Courtyards
- 22.1 Within three months of taking up occupancy of a Residence, all garden areas within public view should be landscaped to the reasonable standard previously approved by the Architectural Panel.
- 22.2 Stormwater may only be discharged to the stormwater connection provided.
- 23 Ancillary Structures
- 23.1 Signs and hoardings advertising products and businesses will not be permitted.
- 23.2 Display Home signage may only be erected with the specific prior approval of the Committee of the Body Corporate.
- 23.3 A sign advertising the sale of vacant land or house and land packages may not be erected on vacant lots without the prior approval of the Architectural Panel and shall be no larger than 600mm x 400mm and shall be professionally sign written.
- 23.4 Builders or tradespersons signs may be permitted on lots where they are required by statute during construction. These signs must be removed from the Lot at the completion of construction.
- 24 Air Conditioners
- 24.1 Air Conditioners for a Residence must be located so that they are screened from public view. Wall and window units should be in a colour that integrates with the Residence and should not be visible from the street front. Units located above the roof line must be sited as low as possible to the side (at the rear) or the rear of the Residence and must be coloured to complement the roof colour.
- 25 TV Antennae and satellite Dish
- 25.1 The location and/or style of individual antennae and satellite dishes must be approved by the Architectural Panel.
- 26 Clotheslines and Letterboxes
- 26.1 Clotheslines are restricted to "Extend-a-line" and "Para-line" type. A clothesline for a Residence should be located so that it is not visible from any public street or thoroughfare. Clotheslines and letterboxes should be aesthetically sensitive in terms of both design and location.



- 27 Pools and Ancillary Equipment
- 27.1 Pumps, spas and other operational equipment should be located and acoustically treated so as to minimise noise to neighbours.
  
- 28 Solar Water Systems
- 28.1 The Architectural Committee encourages the use of solar hot water systems. A solar hot water system should be located in a position where it does not impact on the street front or lake frontage. Galvanised or reflective solar systems will not be approved.
  
- 29 Construction Time
- 29.1 All building works should be completed within 30 weeks of commencement unless a dispensation is granted by the Architectural Panel.

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

Lot on Plan	Statutory Easement	Services Location Diagram
Lots 1, 2, 3 & 4 on SP336794 and Lots 8, 9, 10 on SP 321513 and Lots 11,12, 16, 17, 18 & 19 on SP333300 and Lots 5, 6, 14 & 15 on SP 342105 and Common Property.	Sewer Water Stormwater Electricity	See attached Service Location Diagram Drawing No. PR141541_03

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

NOT APPLICABLE.





REGISTERED OWNERS CONSENT TO SURVEY PLAN

1. Survey Plan being consented to

Survey Plan Number 342105

Registered Owners/Lessees PORT DOUGLAS STEAM TRAIN COMPANY PTY LTD A.C.N. 001 370 798  
(names in full)

2. Consent by Registered Owner/Lessee

\*As registered owner/s of this land, I/we agree to this plan and dedicate the Public Use Land as shown on this plan in accordance with Section 50 of the Land Title Act 1994.

~~\*As lessee/s of this land, I/we agree to this plan.~~

\*(rule through or delete whichever is not applicable)

Port Douglas Steam Train Company Pty Ltd  
A.C.N. 001 370 798

  
Director

Port Douglas Steam Train Company Pty Ltd  
A.C.N. 001 370 798

  
Director

Registered Owner

/ /  
Execution Date

Privacy Statement

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REGISTERED OWNERS CONSENT TO SURVEY PLAN

1. Survey Plan being consented to

Survey Plan Number 342105

Registered Owners/Lessees BODY CORPORATE FOR ESCAPE VILLAS PORT DOUGLAS CTS 54681  
(names in full)

2. Consent by Registered Owner/Lessee

As registered owner/s of part of this land, we agree to this plan and dedicate the Public Use Land as shown on this plan in accordance with Section 50 of the Land Title Act 1994.

The Body Corporate hereby authorises this transaction in accordance with Section 184(5) of the Body Corporate and Community Management (Standard Module) Regulation 2020 and hereby states that section 96 of the Body Corporate and Community Management Act 1997 has not been contravened.



/ /  
Execution Date

*Wendy Morris*  
Wendy Morris – Chairperson/Secretary

*Janet Morris*  
Janet Morris – Committee Member

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

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Body Corporate Services Pty Ltd  
82010120144

Reply Paid 1 Port Douglas 4877  
bcs\_ptdouglas@bcssm.com.au  
www.bcsm.com.au

Ph (07)40998300



13 October 2023

## Annual General Meeting

**BODY CORPORATE FOR ESCAPE VILLAS PORT DOUGLAS  
COMMUNITY TITLES SCHEME 54681  
8 Escape Street**

Dear Owner

Please find enclosed the **minutes** of the recently held general meeting for ESCAPE VILLAS PORT DOUGLAS CTS 54681.

We ask that you read the minutes carefully as the matters considered impact the running of your Body Corporate.

If you require any further information or assistance in relation to the meeting outcomes, you are welcome to contact our office.

Regards  
Karen Baxter



# MINUTES – GENERAL MEETING

**BODY CORPORATE FOR ESCAPE VILLAS PORT DOUGLAS  
COMMUNITY TITLES SCHEME 54681**  
8 Escape Street

These are the minutes of the **Annual General Meeting** for the Body Corporate for **ESCAPE VILLAS PORT DOUGLAS Community Titles Scheme 54681** held at **BCS Port Douglas, 30 Macrossan Street, Port Douglas, QLD, 4877**; and **virtually via Microsoft Teams** commencing at **11:00 AM Qld Time on 13 Oct 2023**.

## Lots Represented

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<u>1</u>	Port Douglas Steam Train Pty Limited	By nominee Wendy Morris
<u>2</u>	Port Douglas Steam Train Pty Limited	By nominee Wendy Morris
<u>3</u>	Port Douglas Steam Train Pty Limited	By nominee Wendy Morris
<u>4</u>	Port Douglas Steam Train Pty Limited	By nominee Wendy Morris
<u>11</u>	Port Douglas Steam Train Pty Limited	By nominee Wendy Morris
<u>12</u>	Port Douglas Steam Train Pty Limited	By nominee Wendy Morris
<u>16</u>	Port Douglas Steam Train Pty Limited	By nominee Wendy Morris
<u>17</u>	Peacock Investment Holdings Pty Ltd	By nominee Matthew Peacock and electronic vote
<u>900</u>	Port Douglas Steam Train Pty Limited	By nominee Wendy Morris

## Apologies

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Nil

## In Attendance

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Karen Baxter representing Body Corporate Services Pty Ltd  
Janet Morris, John Morris (Port Douglas Steam Train Pty Limited)

## Chairperson of Meeting

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Wendy Morris chaired the meeting

## Proxies and Voting Papers

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The Chairperson declared that the valid proxies and voting papers be accepted

## Quorum

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The Chairperson declared that a quorum was represented and the meeting was declared open at 11:00 AM



## Open Motions

<b>1</b>	<b>Confirmation of Minutes</b>	<b>Ordinary Resolution</b>
	<i>Statutory Motion</i>	
	That the minutes of the annual general meeting held on 29/09/2022 be confirmed as a true and correct record of the proceedings at that meeting.	
	<b>Motion CARRIED</b>	Yes 9      No 0      Abstain 0      Invalid 0
<b>2</b>	<b>Adoption of Statement of Accounts</b>	<b>Ordinary Resolution</b>
	<i>Statutory Motion</i>	
	That the Non-Audited statement of accounts for the administrative and sinking funds for the year ending 01/07/2023 attached to the agenda be adopted.	
	<b>Motion CARRIED</b>	Yes 9      No 0      Abstain 0      Invalid 0
<b>3</b>	<b>No Audit</b>	<b>Special Resolution</b>
	<i>Statutory Motion</i>	
	That the Body Corporate's statement of accounts for the financial year 02/07/2023 to 01/07/2024 NOT be audited.	
	*NOTE: If you want the accounts to be audited, vote 'no'; if you do not want the accounts to be audited, vote 'yes'.	
	<b>Motion CARRIED</b>	Yes 8      No 1      Abstain 0      Invalid 0
<b>4</b>	<b>Appointment of Auditor</b>	<b>Ordinary Resolution</b>
	<i>Statutory Motion</i>	
	That the Body Corporate AGREES that the statement of accounts for the financial year 02/07/2023 to 01/07/2024 be audited, the proposed auditor being Williams Cete & Co.	
	<b>Motion lapsed as No Audit was CARRIED</b>	



**5 Adoption of Administrative Fund Budget and Fixing of Contributions Ordinary Resolution**

*Statutory Motion*

That the administrative fund budget for the financial year ending 01/07/2024, which totals \$70,000.00, be adopted with contributions levied by 4 instalments, as follows:

Period From	Period To	Due	Admin Fund	Per Lot Ent.
01/08/2023	31/10/2023	01/08/2023	\$17,500.00	\$760.87
01/11/2023	31/01/2024	01/11/2023	\$17,500.00	\$760.87
01/02/2024	30/04/2024	01/02/2024	\$17,500.00	\$760.87
01/05/2024	31/07/2024	01/05/2024	\$17,500.00	\$760.87
			<b>\$70,000.00</b>	<b>\$3,043.48</b>

**Total lot entitlements 23** with each lot entitlement attracting a levy of \$3,043.48, during the current financial year.

And further that the committee may issue an interim levy for the first levy period(s) of the following financial year.

**Interim Periods**

Period From	Period To	Due	Admin Fund	Per Lot Ent.
01/08/2024	31/10/2024	01/08/2024	\$17,500.00	\$760.87
01/11/2024	31/01/2025	01/11/2024	\$17,500.00	\$760.87
			<b>\$35,000.00</b>	<b>\$1,521.74</b>

**Motion CARRIED**                                      Yes 9                      No 0                      Abstain 0                      Invalid 0

**6 Adoption of Sinking Fund Budget and Fixing of Contributions Ordinary Resolution**

*Statutory Motion*

That the sinking fund budget for the financial year ending 01/07/2024, which totals \$42,000.00, be adopted with contributions levied by 4 instalments, as follows:

Period From	Period To	Due	Sinking Fund	Per Lot Ent.
01/08/2023	31/10/2023	01/08/2023	\$2,000.00	\$86.96
01/11/2023	31/01/2024	01/11/2023	\$2,000.00	\$86.96
01/02/2024	30/04/2024	01/02/2024	\$19,000.00	\$826.09
01/05/2024	31/07/2024	01/05/2024	\$19,000.00	\$826.09
			<b>\$42,000.00</b>	<b>\$1,826.09</b>

**Total lot entitlements 23** with each lot entitlement attracting a levy of \$1,826.09, during the current financial year.

And further that the committee may issue an interim levy for the first levy period(s) of the following financial year.

**Interim Periods**

Period From	Period To	Due	Sinking Fund	Per Lot Ent.
01/08/2024	31/10/2024	01/08/2024	\$10,500.00	\$456.52
01/11/2024	31/01/2025	01/11/2024	\$10,500.00	\$456.52
			<b>\$21,000.00</b>	<b>\$913.04</b>

**Motion CARRIED** Yes 9 No 0 Abstain 0 Invalid 0



**7 Confirmation of Insurance**

**Ordinary Resolution**

*Statutory Motion*

That for the purposes of the body corporate insurance renewal, and on the basis of the policy set out below, the insurances be confirmed and that Body Corporate Services Pty Ltd be authorised to obtain quotations and renew the insurances for the next twelve-month period unless instructed to the contrary by the committee.

Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
CAH0010333	CHU/QBE COMMUNITYSURE	10 Sep 2024	Loss of Rent	\$208,372.00
			Legal Defence Expenses	\$100,000.00
			Flood	\$1,389,150.00
			Government Audit Costs	\$25,000.00
			Fusion Cover	Not Insured
			Appeal Expenses	\$100,000.00
			Building Catastrophe	\$1,389,150.00
			Common Area Contents	Not Insured
			Community Income	Not Insured
			Damage (i.e. Building) Policy	\$1,389,150.00
			Fidelity Guarantee Insurance	\$250,000.00
			Floating Floors	Not Included
			Workers Compensation Insurance	Not Insured
			Voluntary Workers Insurance	\$300,000.00 / \$3,000.00
			Property, Death and Injury (Public Liability)	\$30,000,000.00
			Paint	Not Included
			Office Bearers Liability Insurance	\$5,000,000.00
Machinery Breakdown Insurance	\$10,000.00			
Lot Owner's Fixtures and Improvements	Not Insured			
TOTAL PREMIUM: \$7,544.68				

**Motion CARRIED**

Yes 9

No 0

Abstain 0

Invalid 0

**8 Debt Management** **Ordinary Resolution**

*Submitted by Committee*

THAT in accordance with the Body Corporate and Community Management legislation, if a contribution or contribution instalment is not paid by the date for payment, the Body Corporate recover each of the following amounts as a debt:

- (a) the amount of the contribution or instalment;
- (b) any penalty for not paying the contribution or instalment;
- (c) any costs (recovery costs) reasonably incurred by the Body Corporate in recovering the amount, to the fullest extent allowable by the legislation;

AND that the Strata Manager is instructed to progress recovery on each and every lot with a contribution or contribution instalment unpaid by the date for payment in accordance with the following procedure unless instructed to the contrary by the committee, and further that the costs to the Body Corporate are on-charged to the lot debtor:

Debt Management Table			
Steps	Time Line	Event / Test	Action Required
	Contribution due date		
1	plus (minimum) 15 days	Contribution payment unpaid (amount of \$500 or more).	Issue Reminder Contribution Notice
2	plus (minimum) 27 days	Contribution payment unpaid (amount of \$500 or more).	Issue 1st reminder letter
3	plus (minimum) 39 days	Contribution payment unpaid (amount of \$500 or more).	Issue 2nd reminder letter
4	plus (minimum) 54 days	Contribution payment unpaid (amount of \$500 or more).	*Instruction to mercantile agency to commence recovery proceedings providing all supporting documentation *Mercantile agency initial demand process includes Demand letter, phone demands and monitoring payment plans

**Motion CARRIED**                                      Yes 9                      No 0                      Abstain 0                      Invalid 0

**9 Water Billing Agreement** **Ordinary Resolution Without use of Proxies**

*Submitted by Committee*

That the Body Corporate resolve to engage Altogether Solutions Pty Ltd for a contract term of one year commencing on 1 October 2023 for the water billing services at Escape Villas, as per the attached Utility Agency Services Agreement.

**Motion CARRIED**                                      Yes 9                      No 0                      Abstain 0                      Invalid 0



## 10 Entrance/Exit Gates

## Ordinary Resolution

*Submitted by Committee*

That the Body Corporate resolve to proceed with the attached quote from Cairns Fencing for the supply and installation of entrance and exit gates at the property, for the total amount of \$51,480.00 inc GST and funds to come from the sinking fund.

**Motion CARRIED**                                      Yes 9                      No 0                      Abstain 0                      Invalid 0

### Committee Members

<b>CHAIRPERSON</b>	<b>Wendy Morris</b>	<b>Lot no 900</b>
<b>SECRETARY</b>	<b>Wendy Morris</b> <b>c/- Reply Paid 1, Port Douglas</b> <b>QLD 4877</b>	<b>Lot no 900</b>
<b>TREASURER</b>	<b>Wendy Morris</b>	<b>Lot no 900</b>
<b>ORDINARY MEMBERS</b>	<b>Janet Morris</b>	<b>Lot no 1</b>
	<b>Matthew Peacock</b>	<b>Lot no 17</b>
<b>NON-VOTING MEMBERS</b>	<b>Karen Baxter</b>	<b>Strata Manager</b>
<b>RECONCILIATION</b> <b>REPORT RECIPIENT</b>	<b>Wendy Morris</b>	<b>Lot no 900</b>

### Closure

There being no further business the Chairperson declared the meeting closed at 11:20 AM

### Secretary

Please forward correspondence to:

Wendy Morris

C/- Body Corporate Services Pty Ltd

Reply Paid      Reply Paid 1 Port Douglas QLD 4877

Email              bcs\_ptdouglas@bcssm.com.au

Phone              (07) 4099 8300