

Seller Disclosure Report

Vendor/s

MEGAN JAI ATKINS

Property Address

UNIT 1812 167 ALFRED ST, FORTITUDE VALLEY QLD 4006

Prepared On

Thursday, August 7, 2025

In This Report

01 Disclosure Statement

02 Searches

Disclosure Statement

Seller disclosure statement



Queensland
Government

Property Law Act 2023 section 99

Form 2, Version 1 | Effective from: 1 August 2025

WARNING TO BUYER – This statement contains important legal and other information about the property offered for sale. You should read and satisfy yourself of the information in this statement before signing a contract. You are advised to seek legal advice before signing this form. You should not assume you can terminate the contract after signing if you are not satisfied with the information in this statement.

WARNING – You must be given this statement before you sign the contract for the sale of the property.

This statement does not include information about:

- » flooding or other natural hazard history
- » structural soundness of the building or pest infestation
- » current or historical use of the property
- » current or past building or development approvals for the property
- » limits imposed by planning laws on the use of the land
- » services that are or may be connected to the property
- » the presence of asbestos within buildings or improvements on the property.

You are encouraged to make your own inquiries about these matters before signing a contract. You may not be able to terminate the contract if these matters are discovered after you sign.

Part 1 – Seller and property details

Seller MEGAN JAI ATKINS

Property address UNIT 1812 167 ALFRED ST, FORTITUDE VALLEY QLD 4006
(referred to as the
“property” in this
statement)

Lot on plan description Lot 21312 on SP271999

Community titles scheme
or BUGTA scheme:

Is the property part of a community titles scheme or a BUGTA scheme:

☒ **Yes**

☐ **No**

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

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

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

Title details

The seller gives or has given the buyer the following—

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

☒ **Yes**

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

☒ **Yes**

Registered encumbrances	<p>Registered encumbrances, if any, are recorded on the title search, and may affect your use of the property. Examples include easements, statutory covenants, leases and mortgages.</p> <p>You should seek legal advice about your rights and obligations before signing the contract.</p>
Unregistered encumbrances (excluding statutory encumbrances)	<p>There are encumbrances not registered on the title that will continue <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No to affect the property after settlement.</p> <p>Note—If the property is part of a community titles scheme or a BUGTA scheme it may be subject to and have the benefit of statutory easements that are NOT required to be disclosed.</p> <p>Unregistered lease (if applicable)</p> <p>If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows:</p> <ul style="list-style-type: none"> » the start and end day of the term of the lease: » the amount of rent and bond payable: » whether the lease has an option to renew: <p>Other unregistered agreement in writing (if applicable)</p> <p>If the unregistered encumbrance is created by an agreement in writing, and is not an unregistered lease, a copy of the agreement is given, together with relevant plans, if any. <input type="checkbox"/> Yes</p> <p>Unregistered oral agreement (if applicable)</p> <p>If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows:</p>
Statutory encumbrances	<p>There are statutory encumbrances that affect the property. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>If Yes, the details of any statutory encumbrances are as follows:</i></p> <p>Please refer to the attached Statutory Encumbrance Maps and Annexure for further information.</p>
Residential tenancy or rooming accommodation agreement	<p>The property has been subject to a residential tenancy agreement or a rooming accommodation agreement under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> during the last 12 months. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, when was the rent for the premises or each of the residents' rooms last increased? <i>(Insert date of the most recent rent increase for the premises or rooms)</i> <input type="text"/></p> <p>Note—Under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> the rent for a residential premises may not be increased earlier than 12 months after the last rent increase for the premises.</p> <p>As the owner of the property, you may need to provide evidence of the day of the last rent increase. You should ask the seller to provide this evidence to you prior to settlement.</p>

Part 3 – Land use, planning and environment

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

Zoning	<p>The zoning of the property is <i>(Insert zoning under the planning scheme, the Economic Development Act 2012; the Integrated Resort Development Act 1987; the Mixed Use Development Act 199; the State Development and Public Works Organisation Act 1971 or the Sanctuary Cove Resort Act 1985, as applicable)</i>:</p> <p>Principal centre (City centre) zone</p>		
Transport proposals and resumptions	<p>The lot is affected by a notice issued by a Commonwealth, State or local government entity and given to the seller about a transport infrastructure proposal* to: locate transport infrastructure on the property; or alter the dimensions of the property.</p> <p>The lot is affected by a notice of intention to resume the property or any part of the property.</p> <p><i>If Yes, a copy of the notice, order, proposal or correspondence must be given by the seller.</i></p>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Contamination and environmental protection	<p>The property is recorded on the Environmental Management Register or the Contaminated Land Register under the <i>Environmental Protection Act 1994</i>.</p> <p>The following notices are, or have been, given:</p> <p>A notice under section 408(2) of the <i>Environmental Protection Act 1994</i> (for example, land is contaminated, show cause notice, requirement for site investigation, clean up notice or site management plan).</p> <p>A notice under section 369C(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which an environmental enforcement order applies).</p> <p>A notice under section 347(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which a prescribed transitional environmental program applies).</p>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Trees	<p>There is a tree order or application under the <i>Neighbourhood Disputes (Dividing Fences and Trees) Act 2011</i> affecting the property.</p> <p><i>If Yes, a copy of the order or application must be given by the seller.</i></p>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Heritage	<p>The property is affected by the <i>Queensland Heritage Act 1992</i> or is included in the World Heritage List under the <i>Environment Protection and Biodiversity Conservation Act 1999</i> (Cwlth).</p>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Flooding	<p>Information about whether the property is affected by flooding or another natural hazard or within a natural hazard overlay can be obtained from the relevant local government and you should make your own enquires. Flood information for the property may also be available at the FloodCheck Queensland portal or the Australian Flood Risk Information portal.</p>		
Vegetation, habitats and protected plants	<p>Information about vegetation clearing, koala habitats and other restrictions on development of the land that may apply can be obtained from the relevant State government agency.</p>		

Part 4 – Buildings and structures

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

Swimming pool	There is a relevant pool for the property.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
	If a community titles scheme or a BUGTA scheme – a shared pool is located in the scheme.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
	Pool compliance certificate is given.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	OR Notice of no pool safety certificate is given.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Unlicensed building work under owner builder permit	Building work was carried out on the property under an owner builder permit in the last 6 years.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	<i>A notice under section 47 of the Queensland Building and Construction Commission Act 1991 must be given by the seller and you may be required to sign the notice and return it to the seller prior to signing the contract.</i>		
Notices and orders	There is an unsatisfied show cause notice or enforcement notice under the <i>Building Act 1975</i> , section 246AG, 247 or 248 or under the <i>Planning Act 2016</i> , section 167 or 168.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	The seller has been given a notice or order, that remains in effect, from a local, State or Commonwealth government, a court or tribunal, or other competent authority, requiring work to be done or money to be spent in relation to the property.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	<i>If Yes, a copy of the notice or order must be given by the seller.</i>		
Building Energy Efficiency Certificate	If the property is a commercial office building of more than 1,000m ² , a Building Energy Efficiency Certificate is available on the Building Energy Efficiency Register.		
Asbestos	The seller does not warrant whether asbestos is present within buildings or improvements on the property. Buildings or improvements built before 1990 may contain asbestos. Asbestos containing materials (ACM) may have been used up until the early 2000s. Asbestos or ACM may become dangerous when damaged, disturbed, or deteriorating. Information about asbestos is available at the Queensland Government Asbestos Website (asbestos.qld.gov.au) including common locations of asbestos and other practical guidance for homeowners.		

Part 5 – Rates and services

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

Rates	Whichever of the following applies—
	The total amount payable* for all rates and charges (without any discount) for the property as stated in the most recent rate notice is:
	Amount: \$1,809.06 Date Range: 1/07/2025 to 30/09/2025
	OR
	The property is currently a rates exempt lot.** <input type="checkbox"/>
	OR
	The property is not rates exempt but no separate assessment of rates is issued by a local government for the property. <input type="checkbox"/>

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

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

Water	Whichever of the following applies—
	The total amount payable as charges for water services for the property as indicated in the most recent water services notice* is:
	Amount: \$969.07 Date Range: 1/07/2025 to 30/06/2026
	OR
	There is no separate water services notice issued for the lot; however, an estimate of the total amount payable for water services is:
	Amount: <input type="text" value="Insert estimated amount"/> Date Range: <input type="text" value="Insert date range"/>

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

Part 6 – Community titles schemes and BUGTA schemes

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

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

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

Body Corporate and Community Management Act 1997	<p>The property is included in a community titles scheme. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>(If Yes, complete the information below)</i></p>
Community Management Statement	<p>A copy of the most recent community management statement for the scheme as recorded under the <i>Land Title Act 1994</i> or another Act is given to the buyer. <input checked="" type="checkbox"/> Yes</p> <p>Note—If the property is part of a community titles scheme, the community management statement for the scheme contains important information about the rights and obligations of owners of lots in the scheme including matters such as lot entitlements, by-laws and exclusive use areas.</p>
Body Corporate Certificate	<p>A copy of a body corporate certificate for the lot under the <i>Body Corporate and Community Management Act 1997</i>, section 205(4) is given to the buyer. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>If No</i>— An explanatory statement is given to the buyer that states: <input type="checkbox"/> Yes</p> <ul style="list-style-type: none"> » a copy of a body corporate certificate for the lot is not attached; and » the reasons under section 6 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot.
Statutory Warranties	<p>Statutory Warranties—If you enter into a contract, you will have implied warranties under the <i>Body Corporate and Community Management Act 1997</i> relating to matters such as latent or patent defects in common property or body corporate assets; any actual, expected or contingent financial liabilities that are not part of the normal operating costs; and any circumstances in relation to the affairs of the body corporate that will materially prejudice you as owner of the property. There will be further disclosure about warranties in the contract.</p>

Building Units and Group Titles Act 1980	<p>The property is included in a BUGTA scheme <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>(If Yes, complete the information below)</i></p>
Body Corporate Certificate	<p>A copy of a body corporate certificate for the lot under the <i>Building Units and Group Titles Act 1980</i>, section 40AA(1) is given to the buyer. <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>If No</i>— An explanatory statement is given to the buyer that states: <input type="checkbox"/> Yes</p> <ul style="list-style-type: none"> » a copy of a body corporate certificate for the lot is not attached; and » the reasons under section 7 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot. <p>Note—If the property is part of a BUGTA scheme, you will be subject to by-laws approved by the body corporate and other by-laws that regulate your use of the property and common property.</p>

Signatures – SELLER



Signature of seller

Signature of seller

Megan Jai Atkins

Name of seller

Name of seller

07/08/2025 06:00 pm

Date

Date

Signatures – BUYER

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

Signature of buyer

Signature of buyer

Name of buyer

Name of buyer

Date

Date

Searches

CURRENT TITLE SEARCH
QUEENSLAND TITLES REGISTRY PTY LTD

Request No: 52716999
Search Date: 24/07/2025 12:05

Title Reference: 51111677
Date Created: 04/09/2017

Previous Title: 51110967

REGISTERED OWNER

Dealing No: 723410050 22/07/2024

MEGAN JAI ATKINS

ESTATE AND LAND

Estate in Fee Simple

LOT 21312 SURVEY PLAN 271999
Local Government: BRISBANE CITY
COMMUNITY MANAGEMENT STATEMENT 50449

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 19551144 (NESA 84)
2. BUILDING MANAGEMENT STATEMENT No 718216282 17/08/2017 at 11:26
benefiting and burdening the lot
3. AMENDMENT No 719151011 07/12/2018 at 15:34
BUILDING MANAGEMENT STATEMENT: 718216282
4. MORTGAGE No 723410051 22/07/2024 at 14:17
AFSH NOMINEES PTY LTD A.C.N. 143 937 437

ADMINISTRATIVE ADVICES - NIL
UNREGISTERED DEALINGS - NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

COPYRIGHT QUEENSLAND TITLES REGISTRY PTY LTD [2025]
Requested By: D-ENQ INFOTRACK PTY LIMITED

Land Title Act 1994 : Land Act 1994
Form 21 Version 4

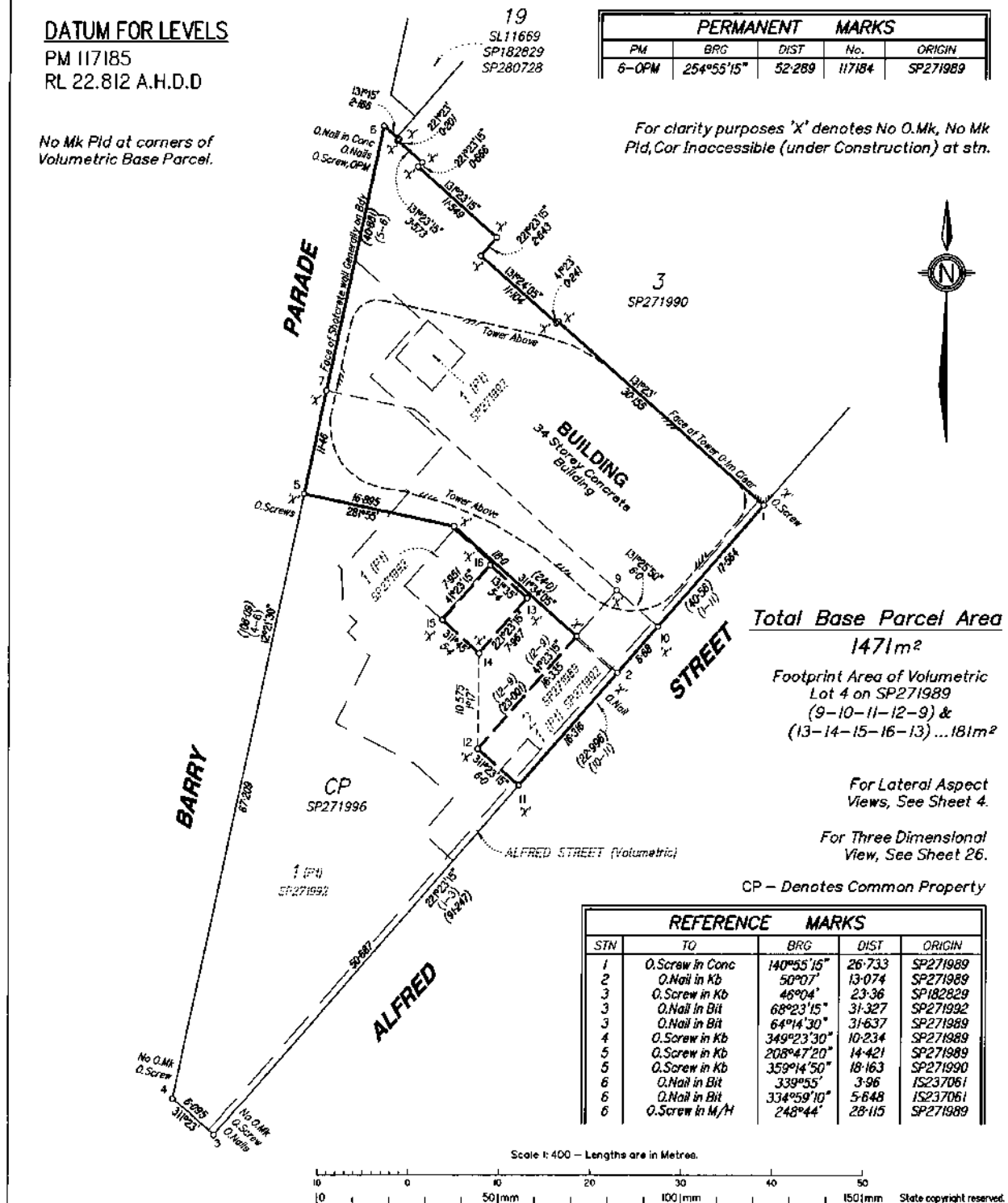
SURVEY PLAN

Sheet 1 of 26

DATUM FOR LEVELS

PM 117185
RL 22.812 A.H.D.DNo Mk Pld at corners of
Volumetric Base Parcel.

PERMANENT MARKS				
PM	BRG	DIST	No.	ORIGIN
6-OPM	254°55'15"	52.289	117184	SP271989

For clarity purposes 'X' denotes No O.Mk, No Mk
Pld, Cor Inaccessible (under Construction) at stn.

BRISBANE SURVEY GROUP PTY. LTD. (ACN 606 843 430) hereby certify that the land comprised in this plan was surveyed by the corporation, by Ian John GRAY, cadastral surveyor, for whose work the corporation accepts responsibility, and that the plan is accurate, that the said survey was performed in accordance with the Survey and Mapping Infrastructure Act 2003 and Surveyors Act 2003 and associated Regulations and Standards and that the said survey was completed on 03/07/2017.

Director
Date

04.08.17
Date

PLAN OF LOTS 2101-2110, 2201-2212, 2301-2312, 2401-2412, 2501-2512, 2601-2612, 2701-2712, 2801-2812, 2901-2912, 21001-21012, 21101-21112, 21201-21212, 21301-21312, 21401-21412, 21501-21512, 21601-21612, 21701-21712, 21801-21812, 21901-21912, 22001-22012, 22101-22112, 22201-22212, 22301-22312, 22401-22411, 22501-22511 & CP
Cancelling Lot 4 on SP271989 & Lot 2 on SP271990

LOCAL GOVERNMENT: BRISBANE C.C. LOCALITY: FORTITUDE VALLEY

Meridian: SP271989

Survey Records: NO

Scale: 1:400

Format: BUILDING



WARNING : Folded or Mutilated Plans will not be accepted.
Plans may be rolled.
Information may not be placed in the outer margins.

Sheet **2** of **26**

718216385

BE 400 NT

\$28482.00
17/08/2017 11:50

5. Lodged by

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

1. Certificate of Registered Owners or Lessees.

1/We **237 BARRY PARADE PTY. LTD.**
A.C.N. 165 835 709

(Names in full)

* as Registered Owners of this land agree to this plan and dedicate the Public Use Land as shown hereon in accordance with Section 50 of the Land Title Act 1994.

~~* as Lessees of this land agree to this plan.~~

Signature of *Registered Owners *Lessees

Tracy Leigh Rundle
237 Barry Parade Pty Ltd ACN 165835 709
by its registered attorney Tracy Leigh Rundle under power of attorney number **715843888**

* Rule out whichever is inapplicable

2. Planning Body Approval.

* **BRISBANE CITY COUNCIL**
hereby approves this plan in accordance with the:

% **PLANNING ACT 2016**

Dated this **14th** day of **August 2017**

Jodi Byrne
Jodi Byrne
DELEGATE

* Insert the name of the Planning Body.
Insert designation of signatory or delegation

% Insert applicable approving legislation.

3. Plans with Community Management Statement:

CMS Number: **50449**
Name: **"VALLEY HOUSE"**

4. References:

Dept File: **A004516093**
Local Govt: **17761**
Surveyor: **17761**

6. Existing		Created		
Title Reference	Description	New Lots	Road	Secondary Interests
SP271990	Lot 2 on SP271990	2101-2110, 2201-2212, 2301-2312, 2401-2412, 2501-2512, 2601-2612, 2701-2712, 2801-2812, 2901-2912, 21001-21012, 21101-21112, 21201-21212, 21301-21312, 21401-21412, 21501-21512, 21601-21612, 21701-21712, 21801-21812, 21901-21912, 22001-22012, 22101-22112, 22201-22212, 22301-22312, 22401-22411, 22501-22511 & CP	—	—
SP271989	Lot 4 on SP271989	CP	—	—

MORTGAGE ALLOCATIONS

Mortgage	Lots Fully Encumbered	Lots Partially Encumbered
SEE		SHEET 3

REINSTATEMENT REPORT

- This plan follows the reinstatement of and agrees with the monuments shown on SP271989.

Building Management Statement (BMS) No. 718216385
both benefits and burdens the Lots created on this plan

Encroachment of part of the building onto lot 1 on SP271992, lot 2 on SP271989 and lot 3 on SP271990 is addressed in BMS No. 718216385

All of the building format lots on this plan are contained within the base parcel.

Development Approval : 22nd December 2016

9. Building Format Plans only.

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

[Signature] **04.08.17**
Cadastral Supervisor/Director Date
* delete words not required

10. Lodgement Fees:

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

7. Orig Grant Allocation:

8. Passed & Endorsed:

By: **Brisbane Survey Group Pty. Ltd**
Date: **04.08.17**
Signed: *[Signature]*
Designation: **Liaison Officer**

11. Insert Plan Number **SP271999**

MORTGAGE ALLOCATIONS

Mortgage	Lots Fully Encumbered	Lots Partially Encumbered
716415028	2101-2110, 2201-2212, 2301-2312, 2401-2412, 2501-2512, 2601-2612, 2701-2712, 2801-2812, 2901-2912, 21001-21012, 21101-21112, 21201-21212, 21301-21312, 21401-21412, 21501-21512, 21601-21612, 21701-21712, 21801-21812, 21901-21912, 22001-22012, 22101-22112, 22201-22212, 22301-22312, 22401-22411, 22501-22511	—
716415032	2101-2110, 2201-2212, 2301-2312, 2401-2412, 2501-2512, 2601-2612, 2701-2712, 2801-2812, 2901-2912, 21001-21012, 21101-21112, 21201-21212, 21301-21312, 21401-21412, 21501-21512, 21601-21612, 21701-21712, 21801-21812, 21901-21912, 22001-22012, 22101-22112, 22201-22212, 22301-22312, 22401-22411, 22501-22511	—

Amendments made pursuant
to section 155(1)

REGISTRAR OF TITLES

Date: 17.08.2017 Phc

State copyright reserved.

Insert
Plan
Number
SF271999
SP271996

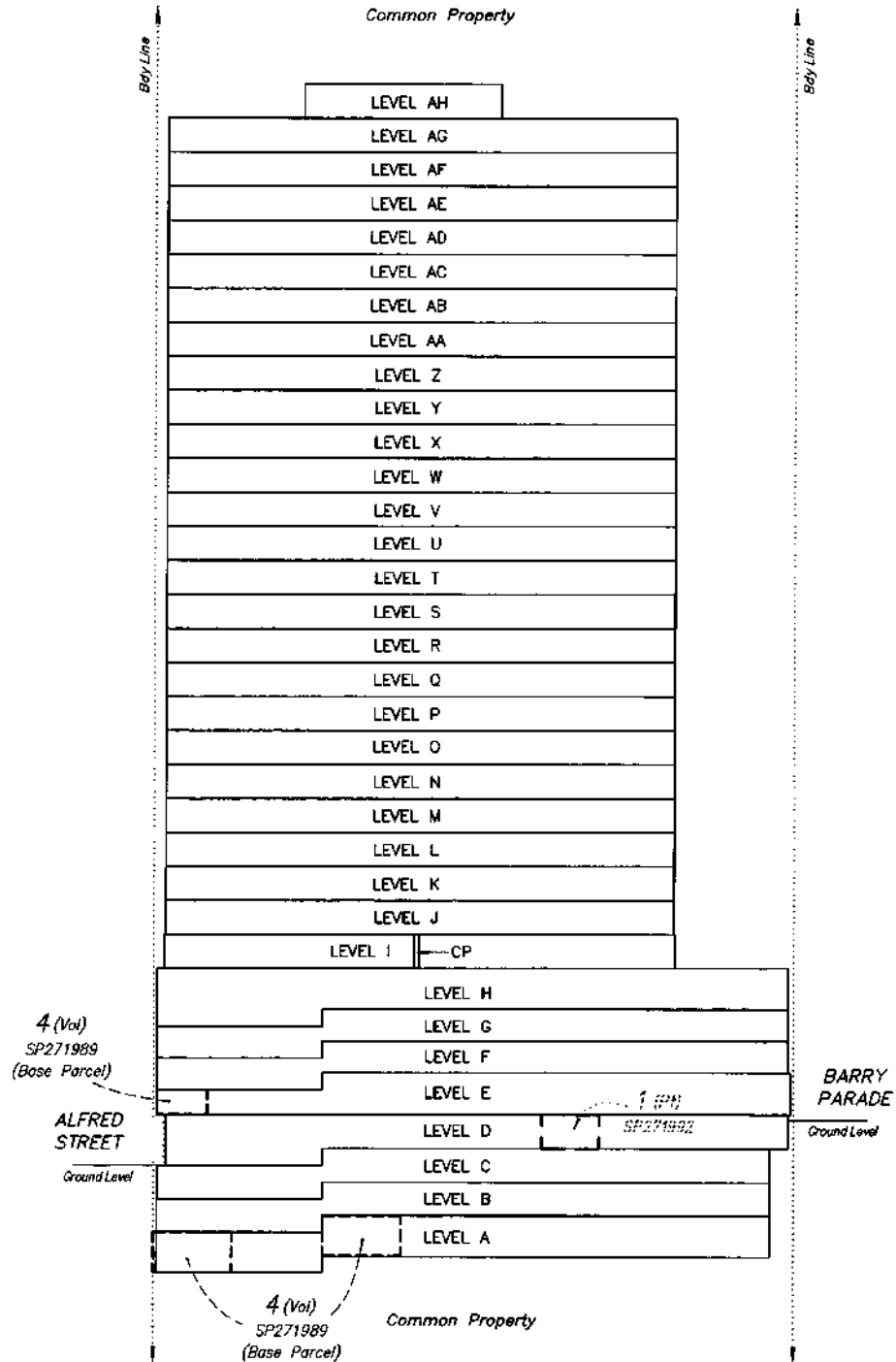
50mm 100mm 150mm

17751-SS

LATERAL ASPECT

Scale 1:400

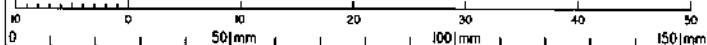
(Viewed from the North East)
(Lot 3 on SP271990)



CP - Denotes Common Property

Scale 1:400 - Lengths are in Metres.

State copyright reserved.



Insert
Plan
Number
SP271999

17281

LEVEL A

Scale 1 : 200



LEVEL A
Scale 1: 200

PARADE
BARRY

Common Property

3
SP271990

CP (Stairs)
CP (Lift)
CP

CP
SP271996

CP

STREET
ALFRED

CP - Denotes Common Property

CP – Denotes Common Property

Scale 1: 200 – Lengths are in Metres.

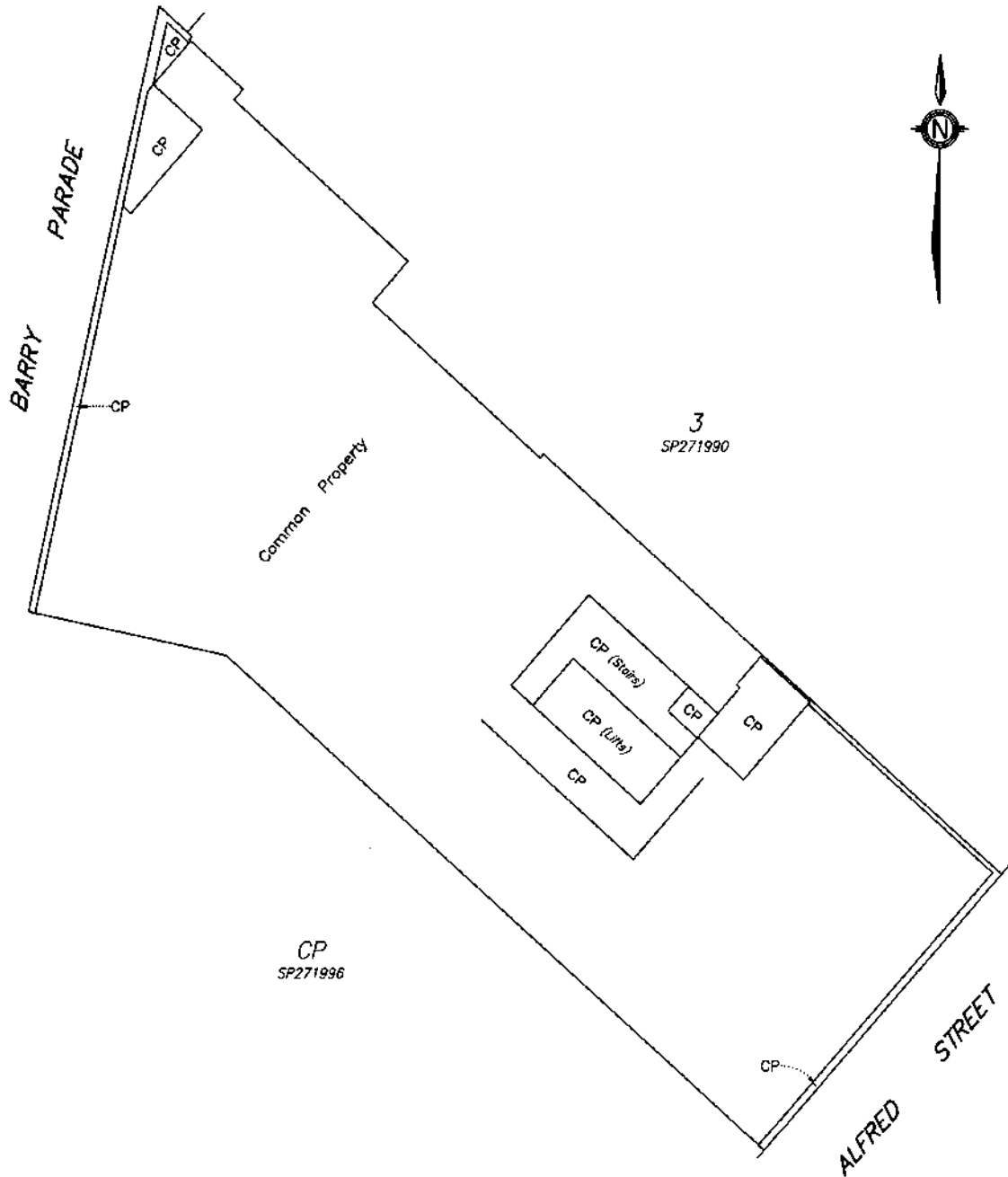
State copyright reserved.

Insert
Plan
Number **SP271999**

FORM 1

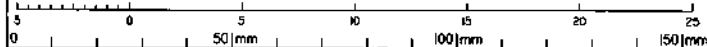
LEVEL B

Scale 1: 200



CP – Denotes Common Property

Scale 1: 200 – Lengths are in Metres.



State copyright reserved.

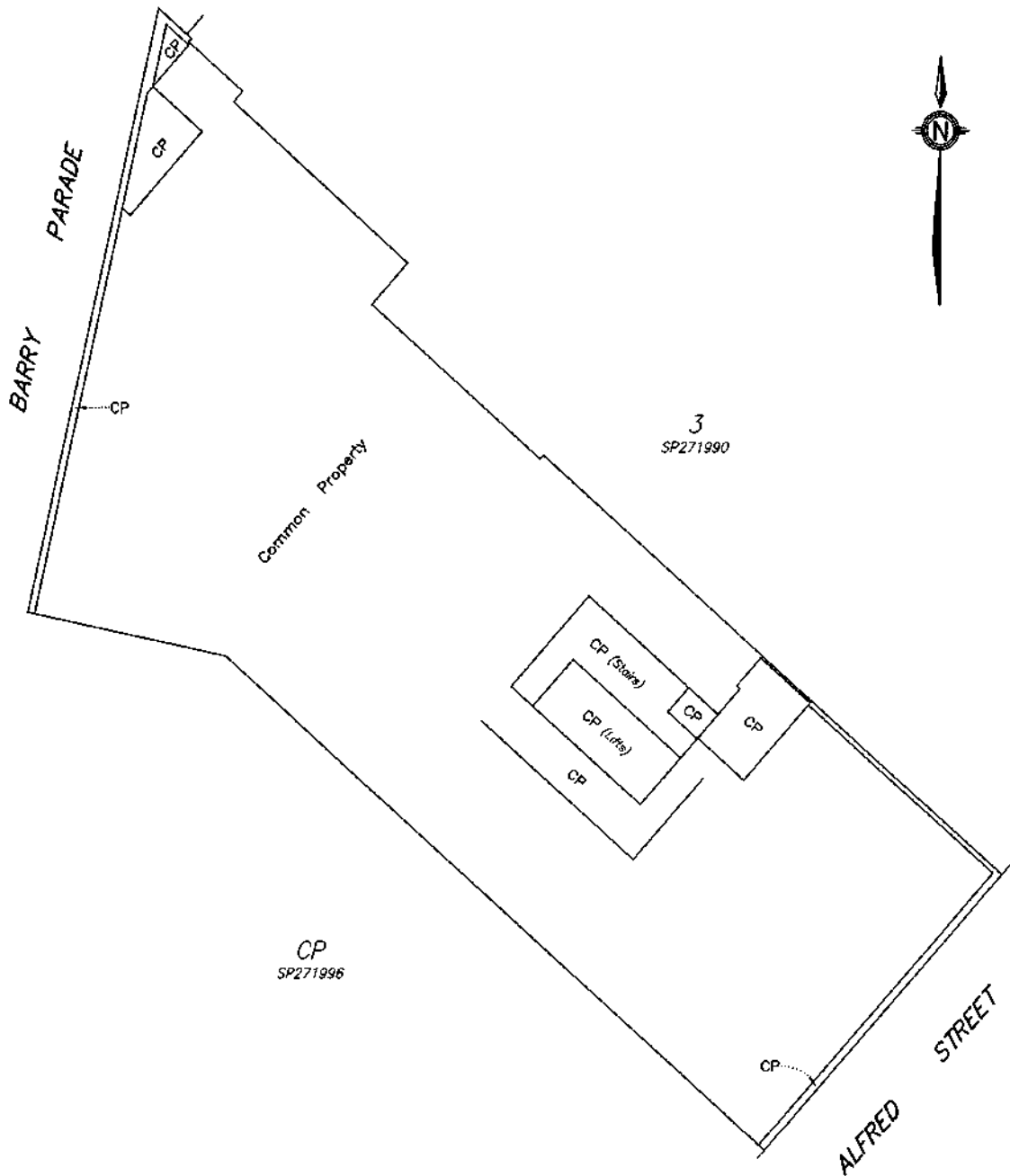
Insert
Plan
Number

SP271999

17/81

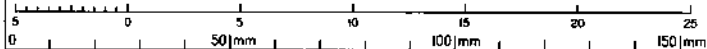
LEVEL C

Scale 1: 200



CP - Denotes Common Property

Scale 1: 200 - Lengths are in Metres.



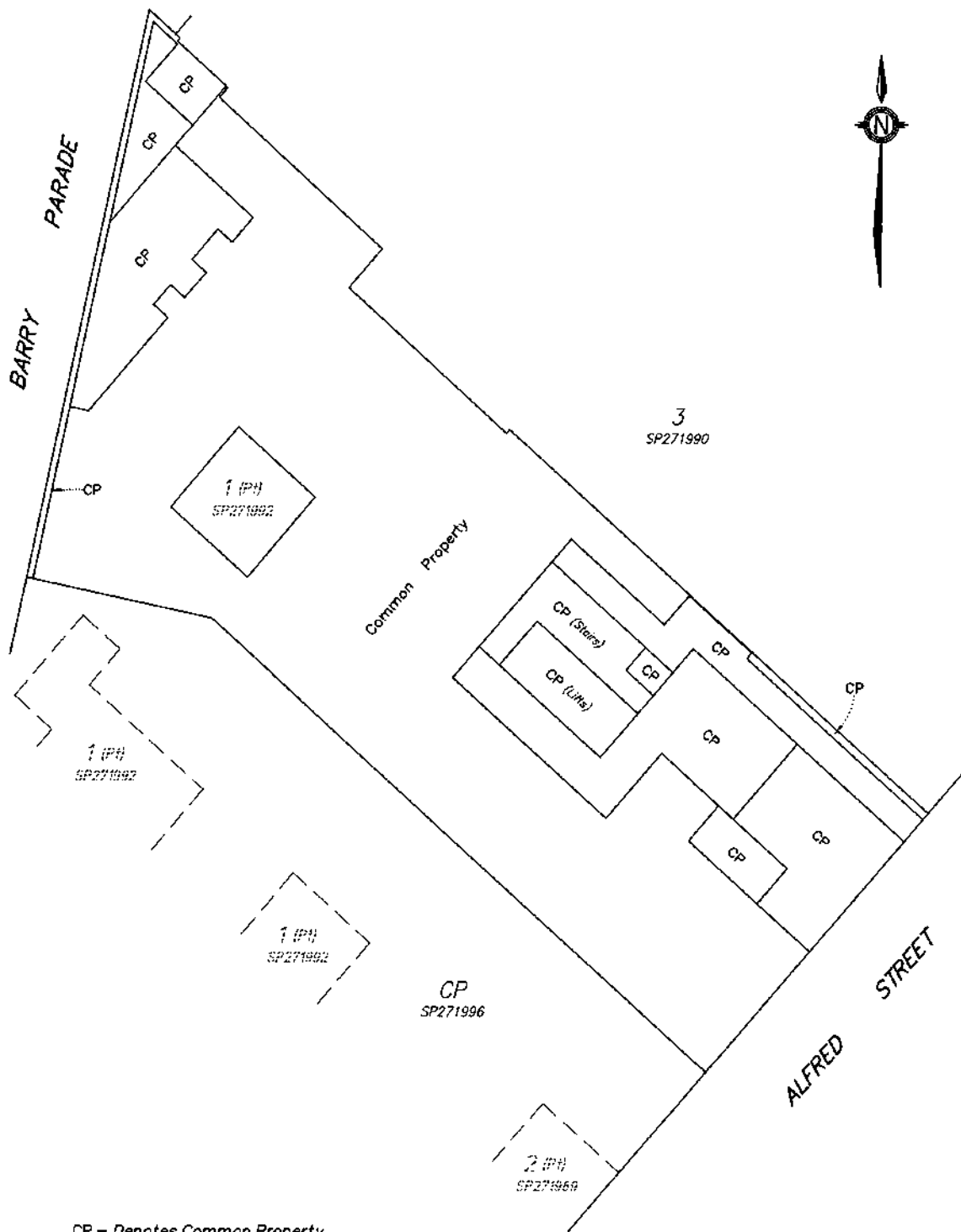
State copyright reserved.

Insert
Plan
Number **SP271999**

17751

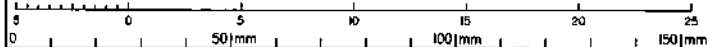
LEVEL D

Scale 1 : 200



CP - Denotes Common Property

Scale 1:200 - Lengths are in Metres.



State copyright reserved.

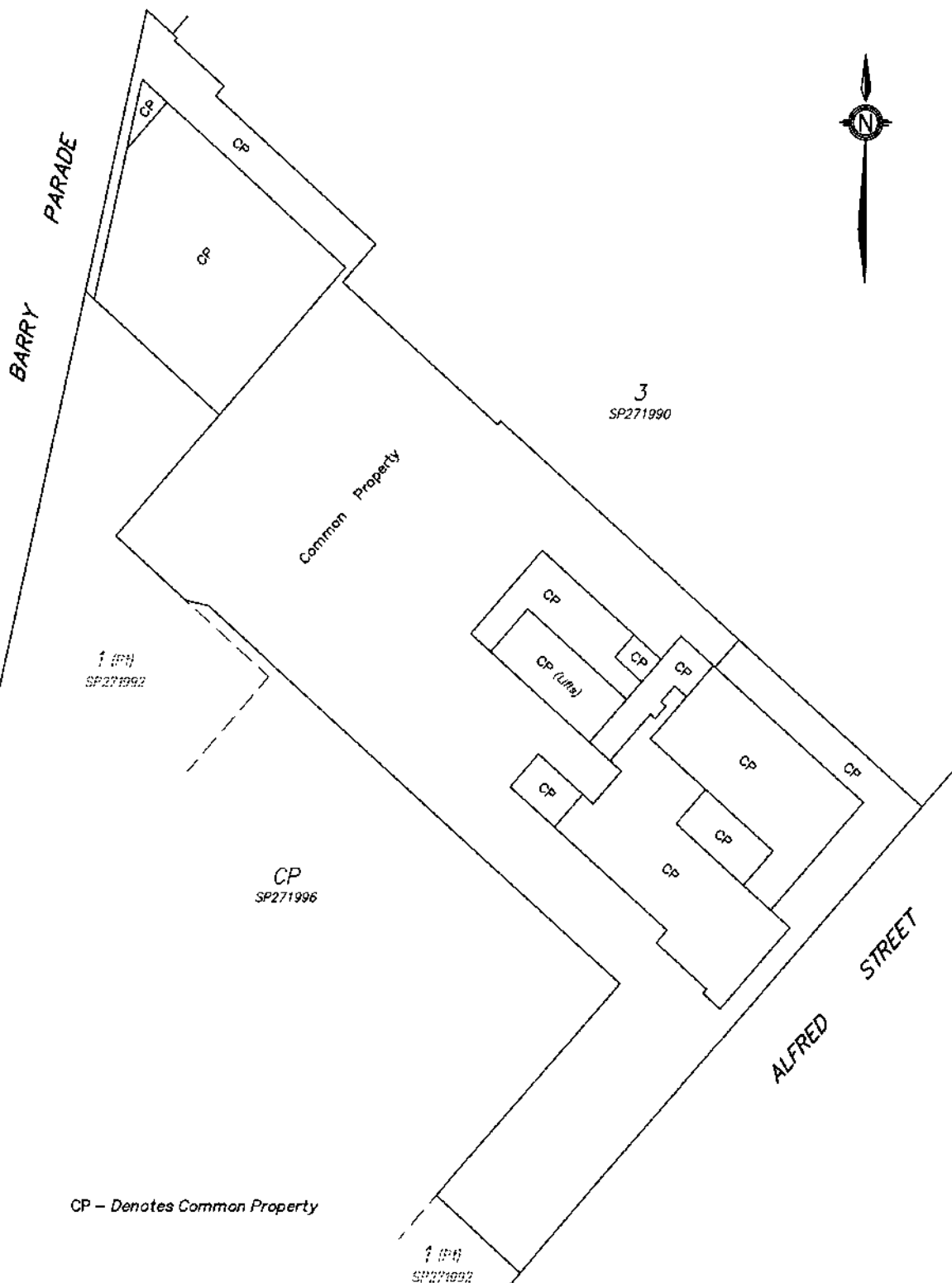
Insert
Plan
Number

SP271999

17761

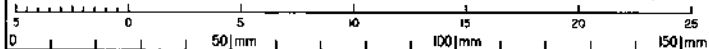
LEVEL E

Scale 1 : 200



CP - Denotes Common Property

Scale 1:200 - Lengths are in Metres.

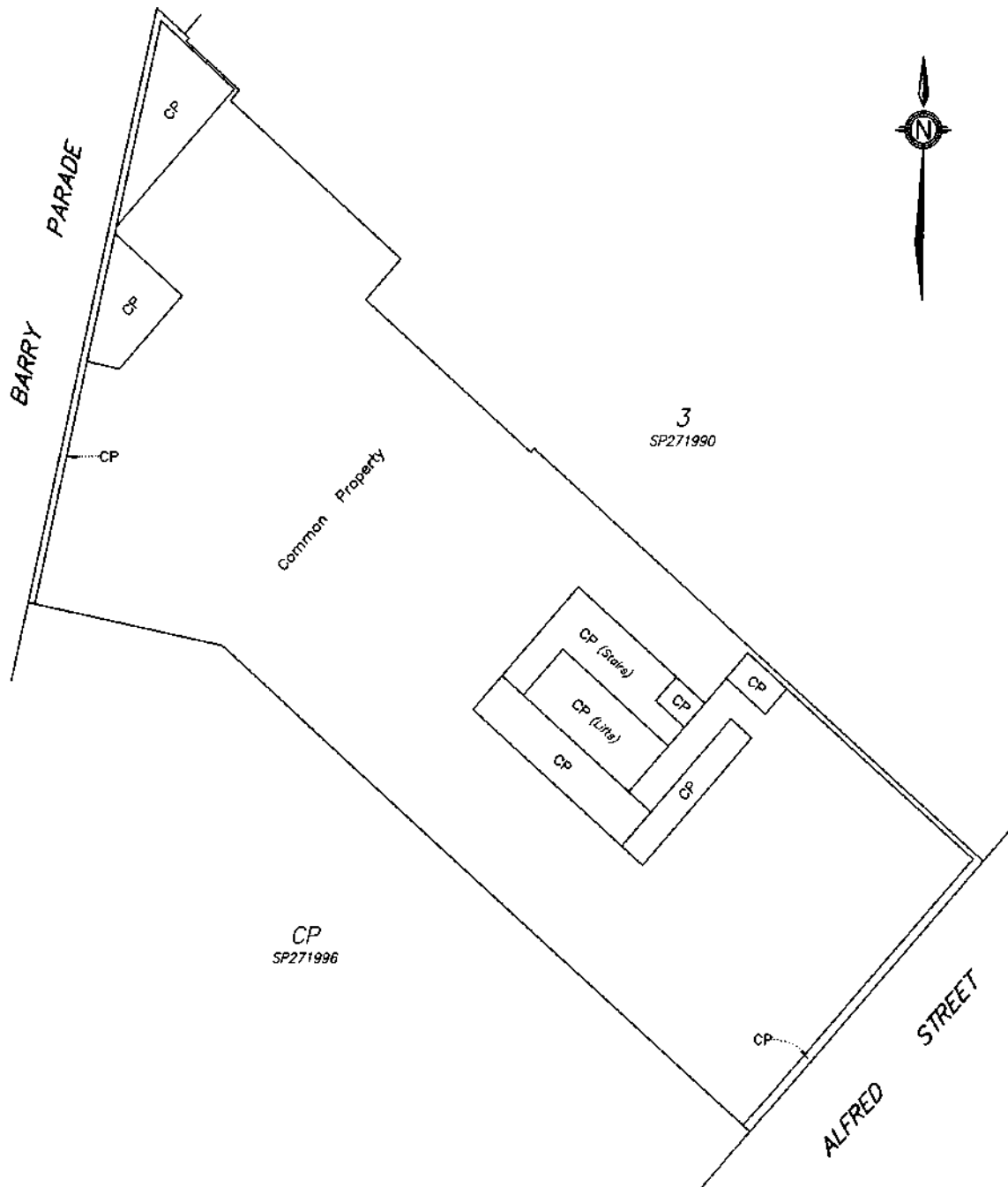


Stole copyright reserved.

Insert
Plan
Number
SP271999

LEVEL F

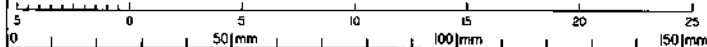
Scale 1: 200



CP
SP271996

CP - Denotes Common Property

Scale 1:200 - Lengths are in Metres.



State copyright reserved.

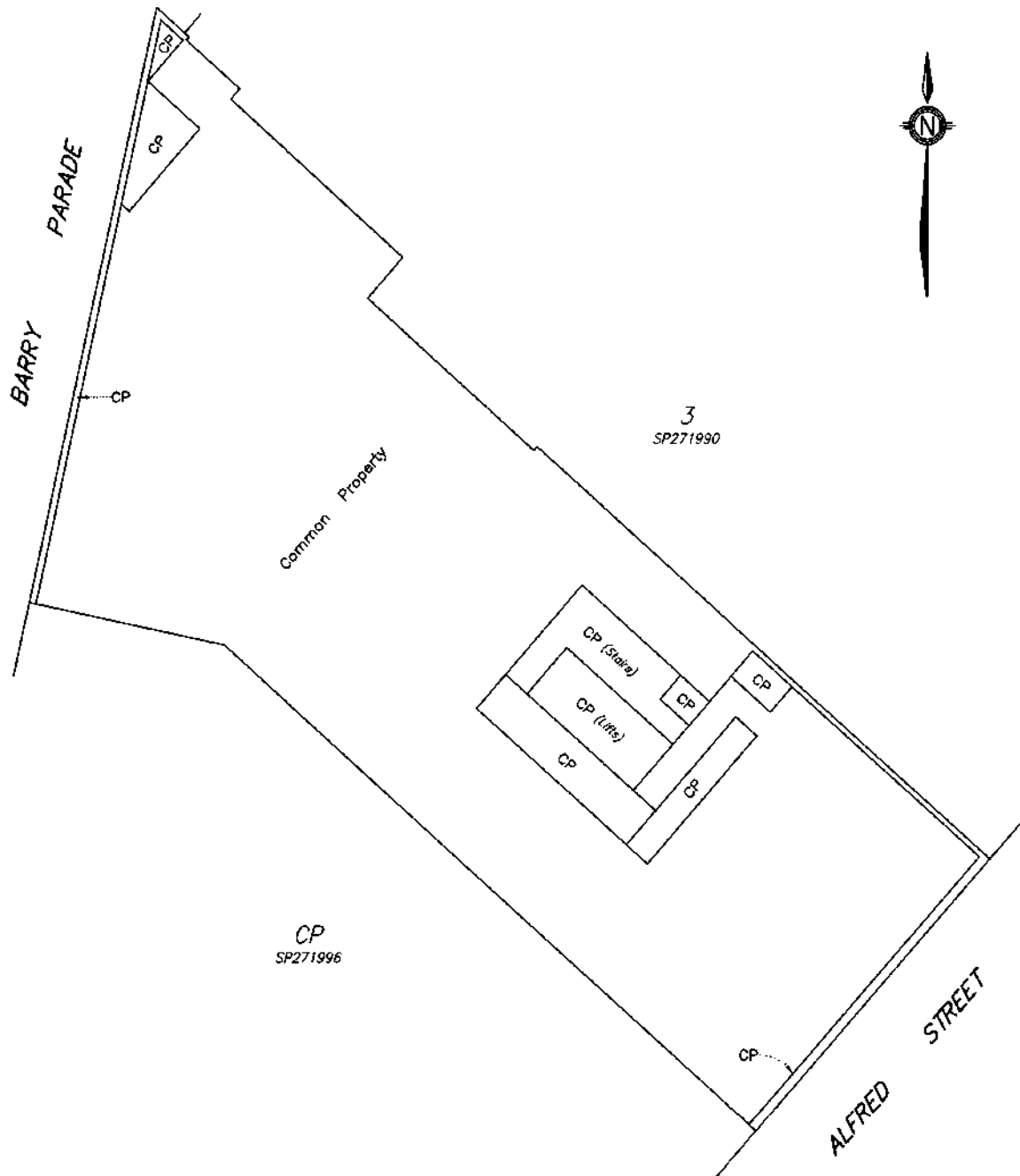
Insert
Plan
Number

SP271999

17/81

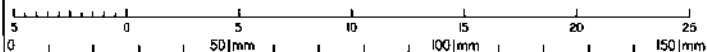
LEVEL G

Scale 1 : 200



CP - Denotes Common Property

Scale 1: 200 - Lengths are in Metres.



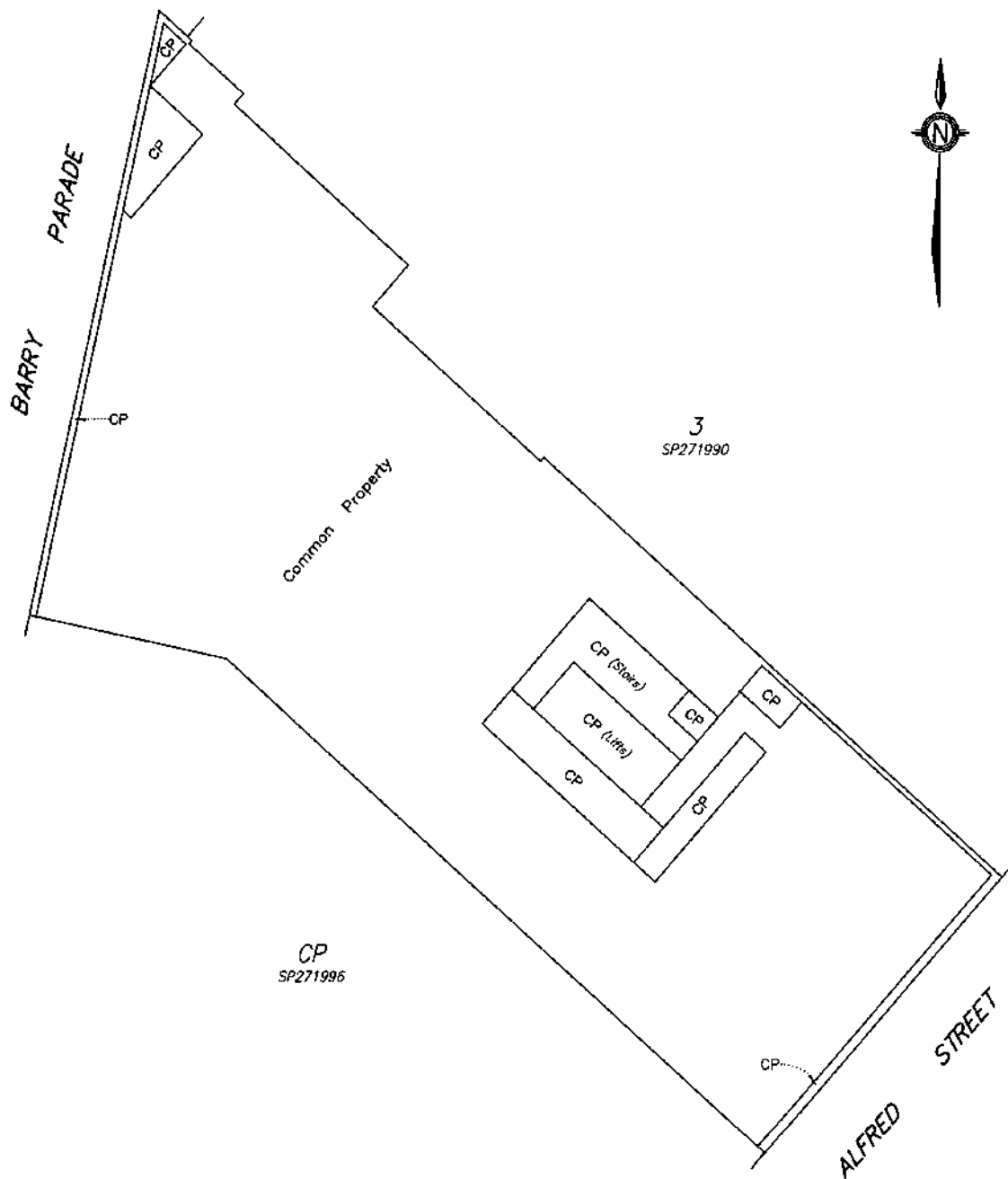
State copyright reserved

Insert
Plan
Number **SP271999**

17761

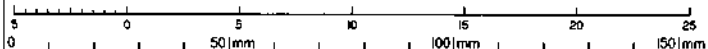
LEVEL H

Scale 1 : 200



CP - Denotes Common Property

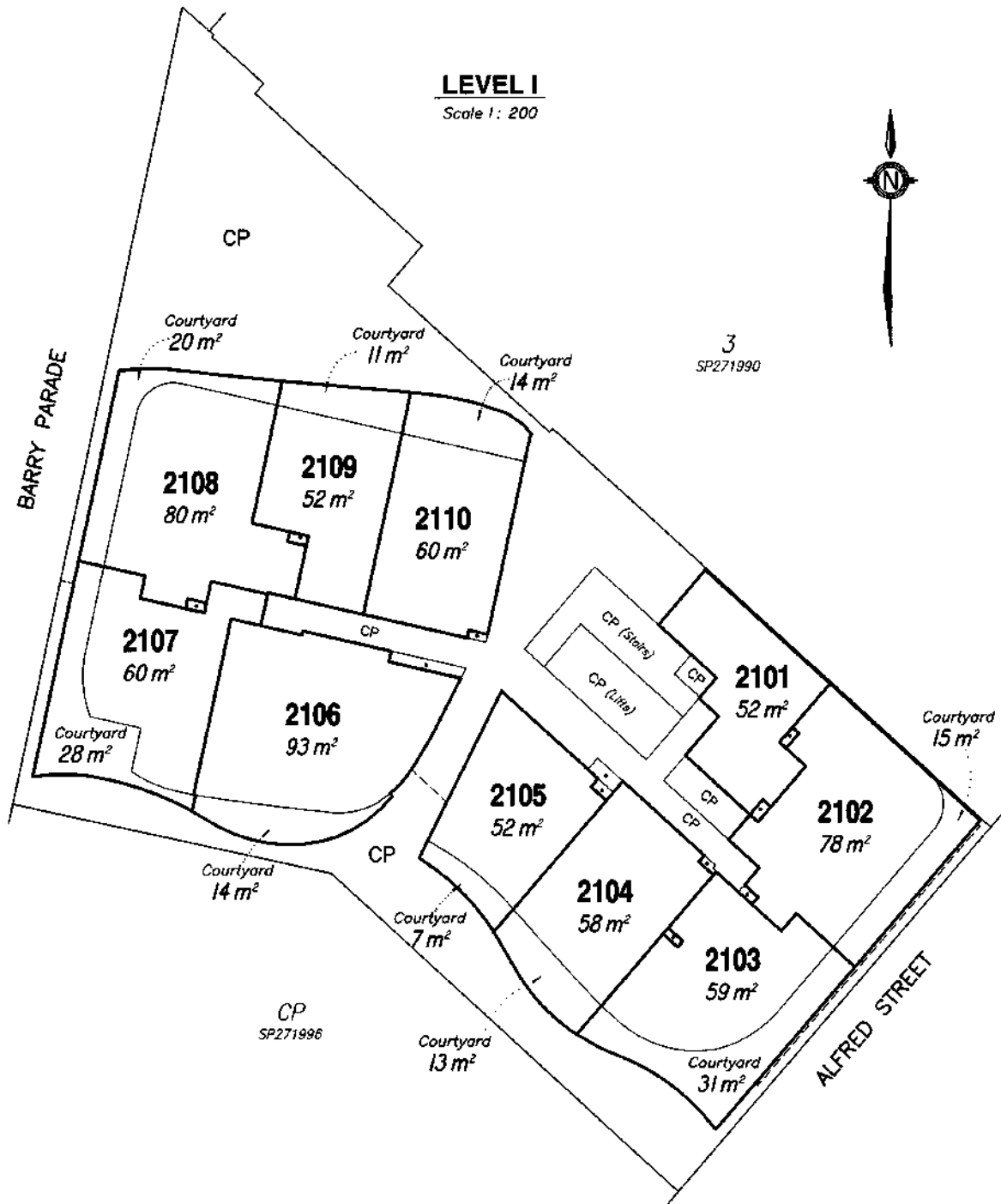
Scale 1: 200 - Lengths are in Metres.



State copyright reserved.

Insert Plan Number **SP271999**

17/91



TOTAL AREAS

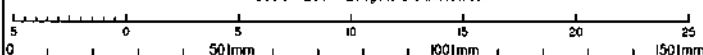
Lot No.	AREA
2101	52 m ²
2102	93 m ²
2103	90 m ²
2104	71 m ²
2105	59 m ²

TOTAL AREAS

Lot No.	AREA
2106	107 m ²
2107	88 m ²
2108	100 m ²
2109	63 m ²
2110	74 m ²

- - Denotes Duct (CP)
- CP - Denotes Common Property
- Denotes Level Below

Scale 1: 200 - Lengths are in Metres.

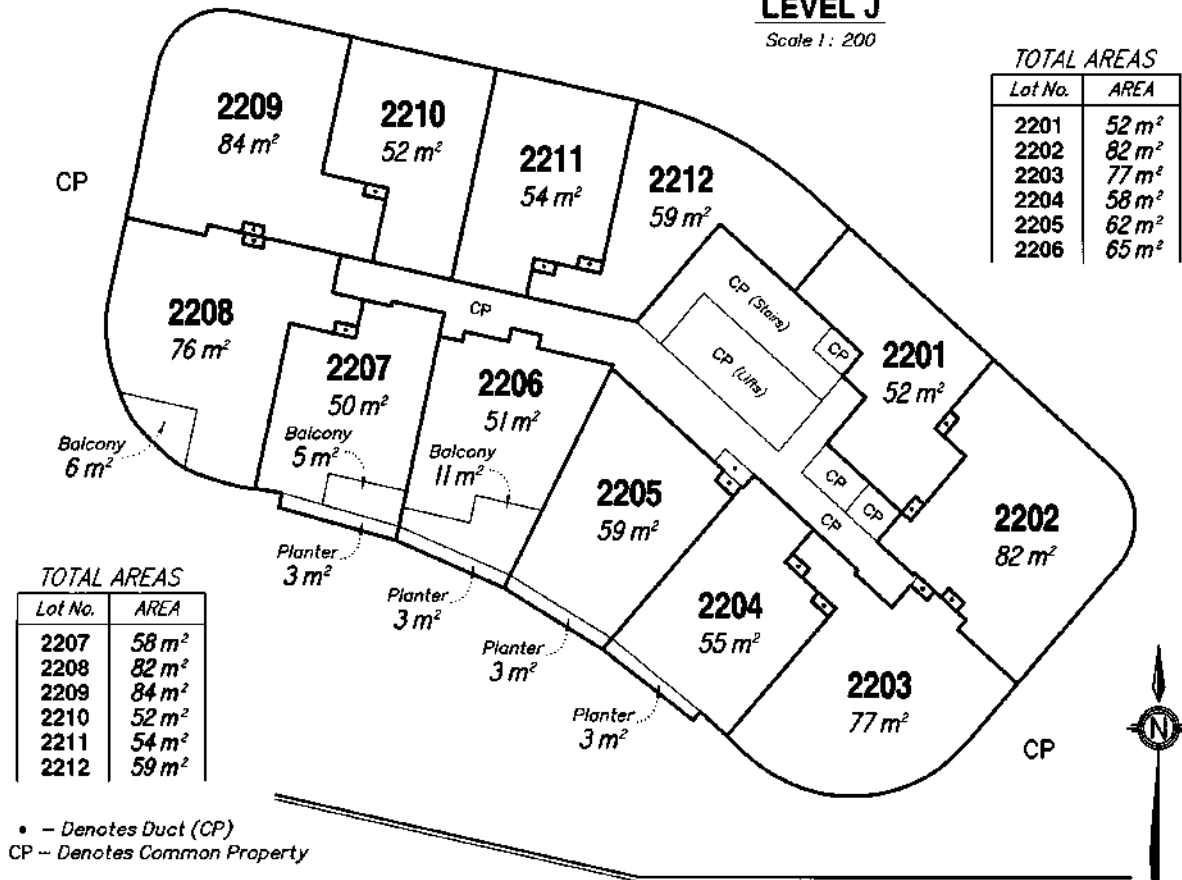


State copyright reserved.

Insert
Plan
Number **SP271999**

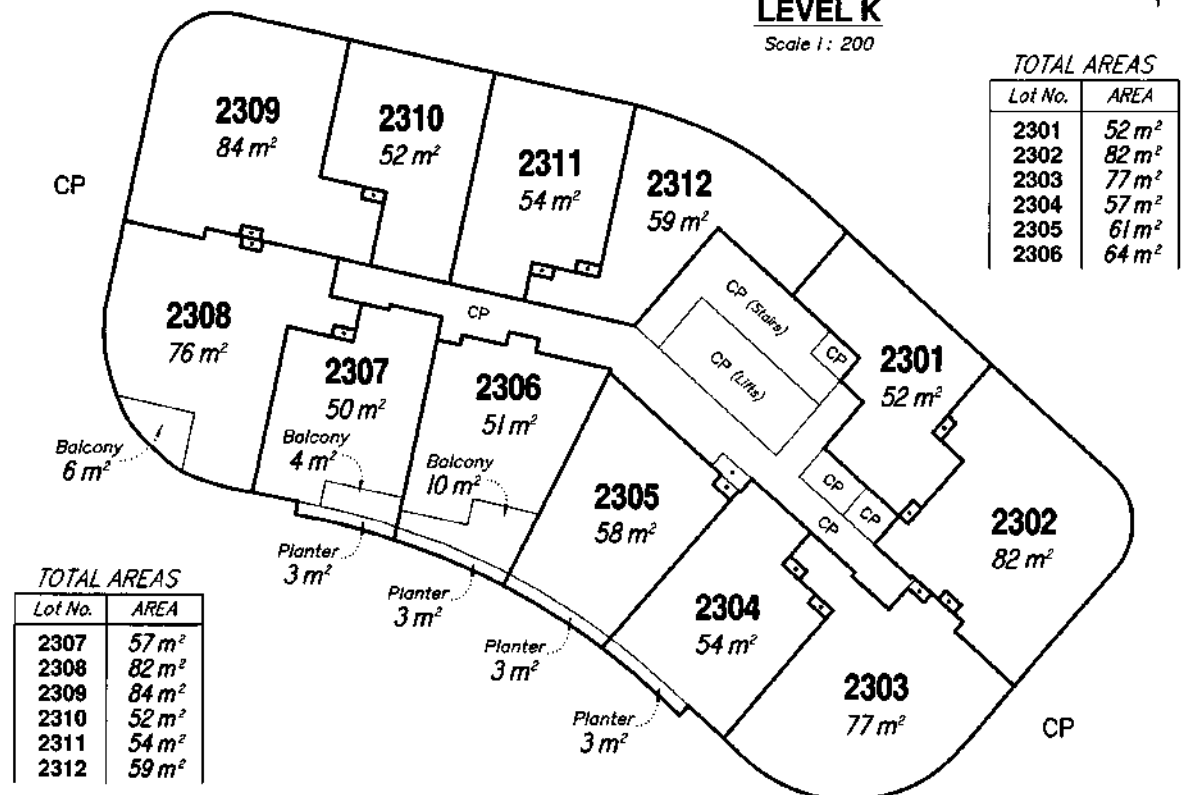
LEVEL J

Scale 1 : 200

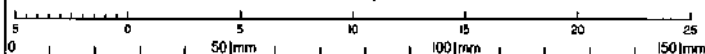


LEVEL K

Scale 1 : 200



Scale 1: 200 - Lengths are in Metres.

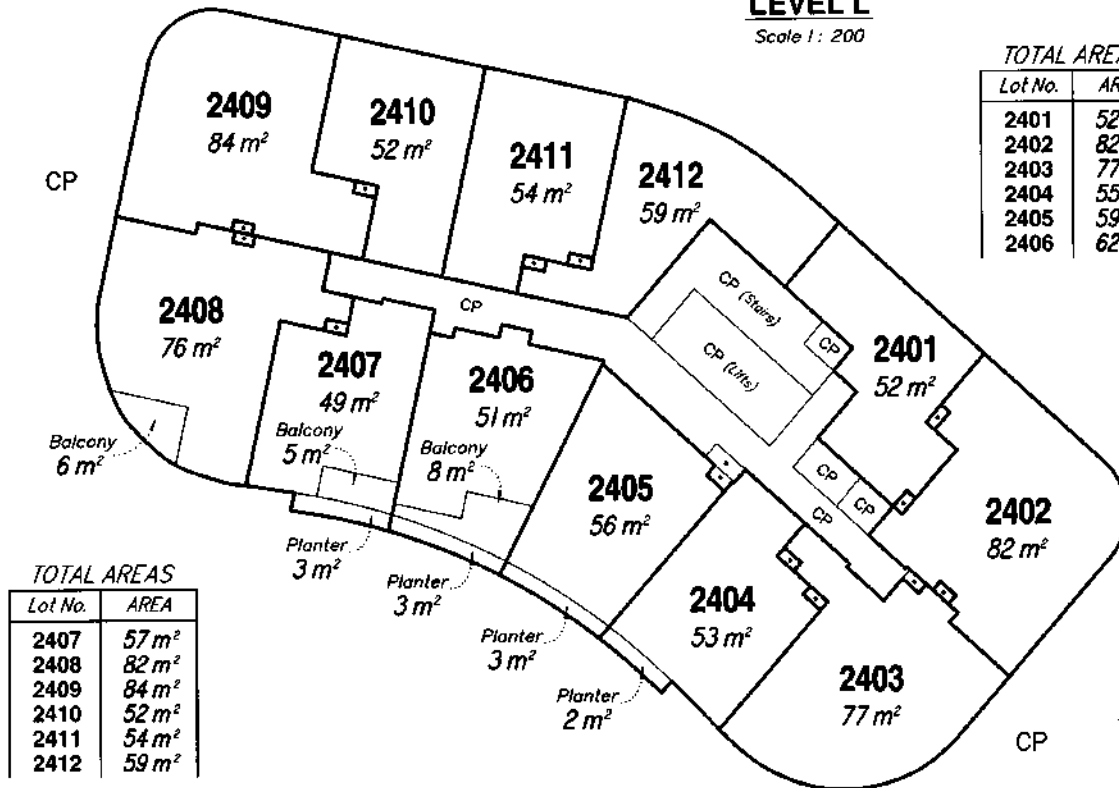


State copyright reserved.

Insert Plan Number **SP271999**

LEVEL L

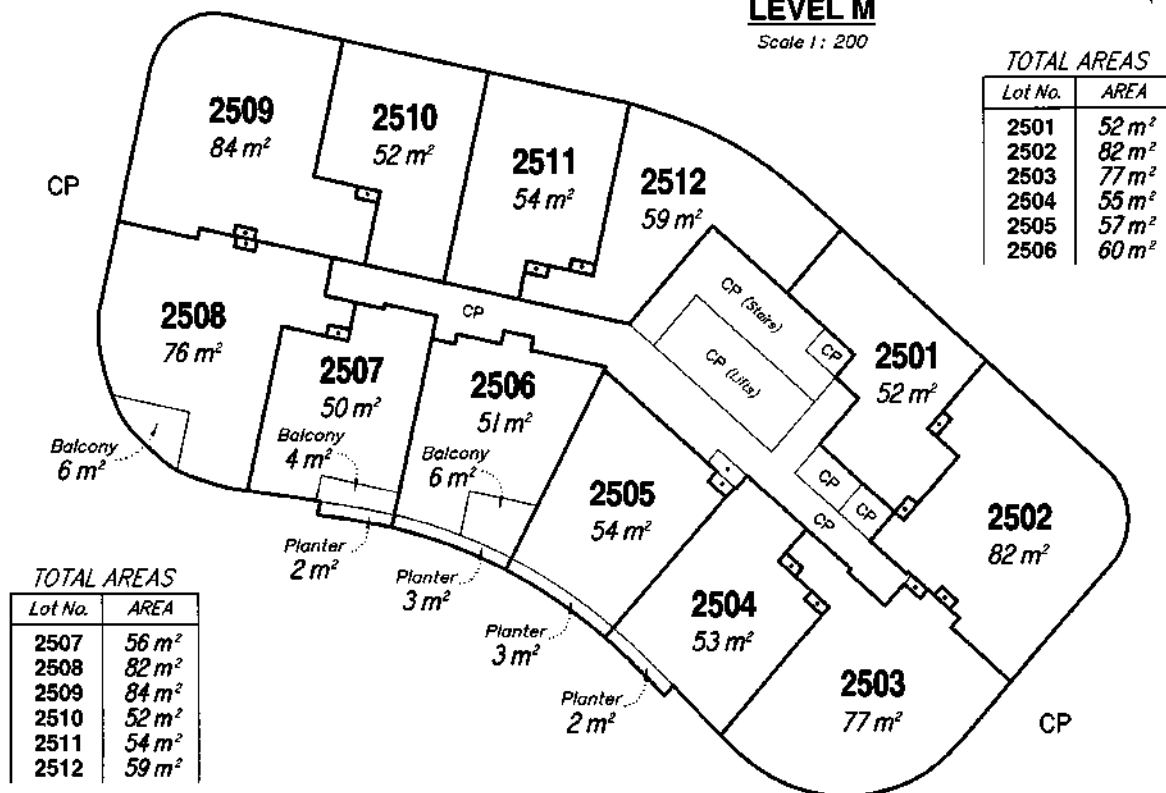
Scale 1: 200



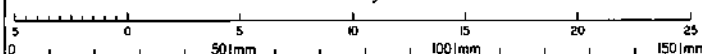
• - Denotes Duct (CP)
CP - Denotes Common Property

LEVEL M

Scale 1: 200



Scale 1: 200 - Lengths are in Metres.

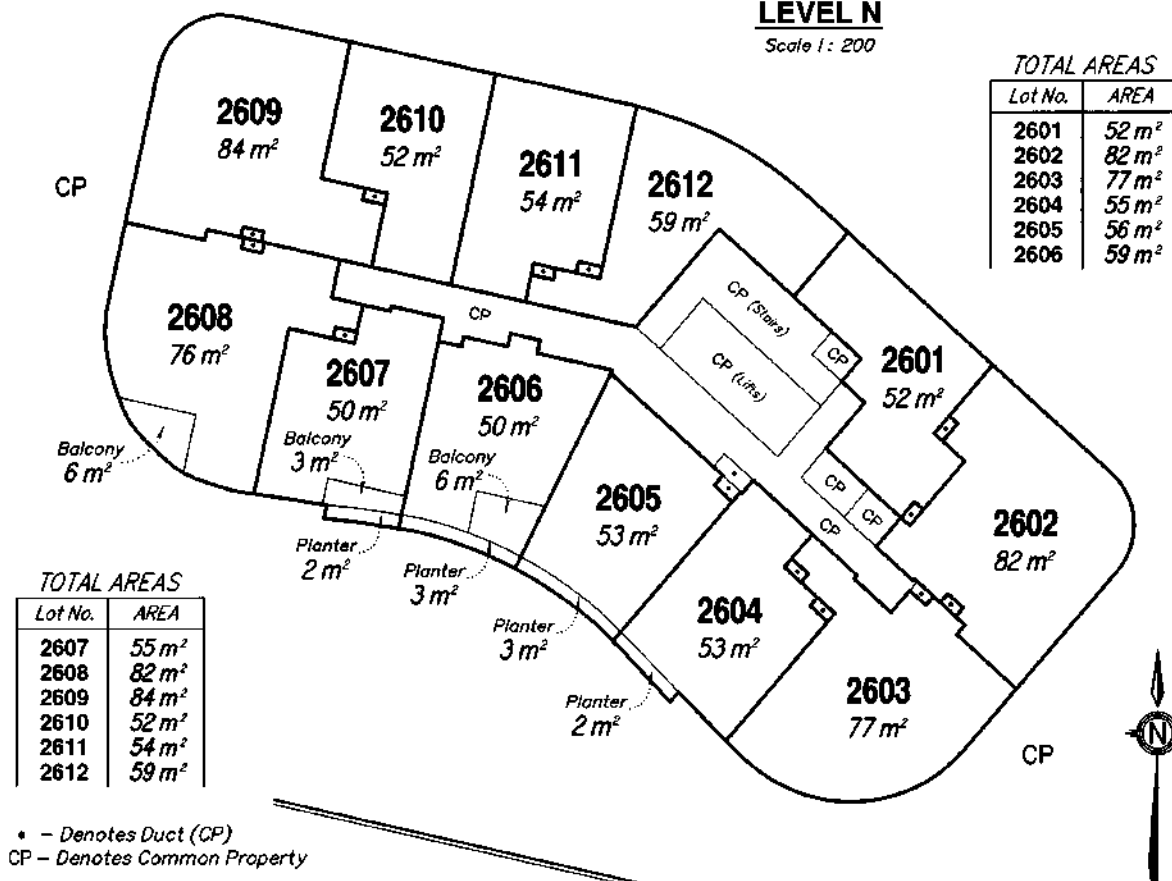


State copyright reserved.

Insert
Plan
Number **SP271999**

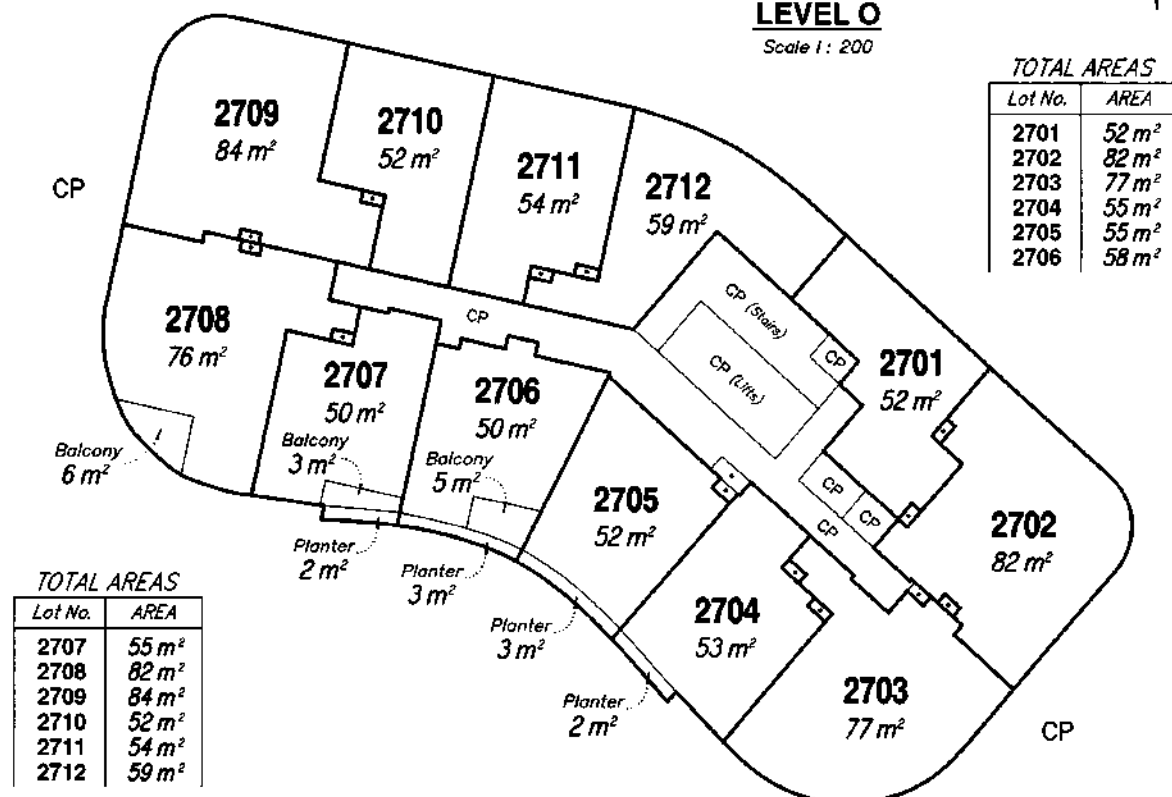
LEVEL N

Scale 1 : 200

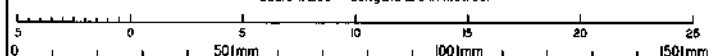


LEVEL O

Scale 1 : 200



Scale 1:200 - Lengths are in Metres.

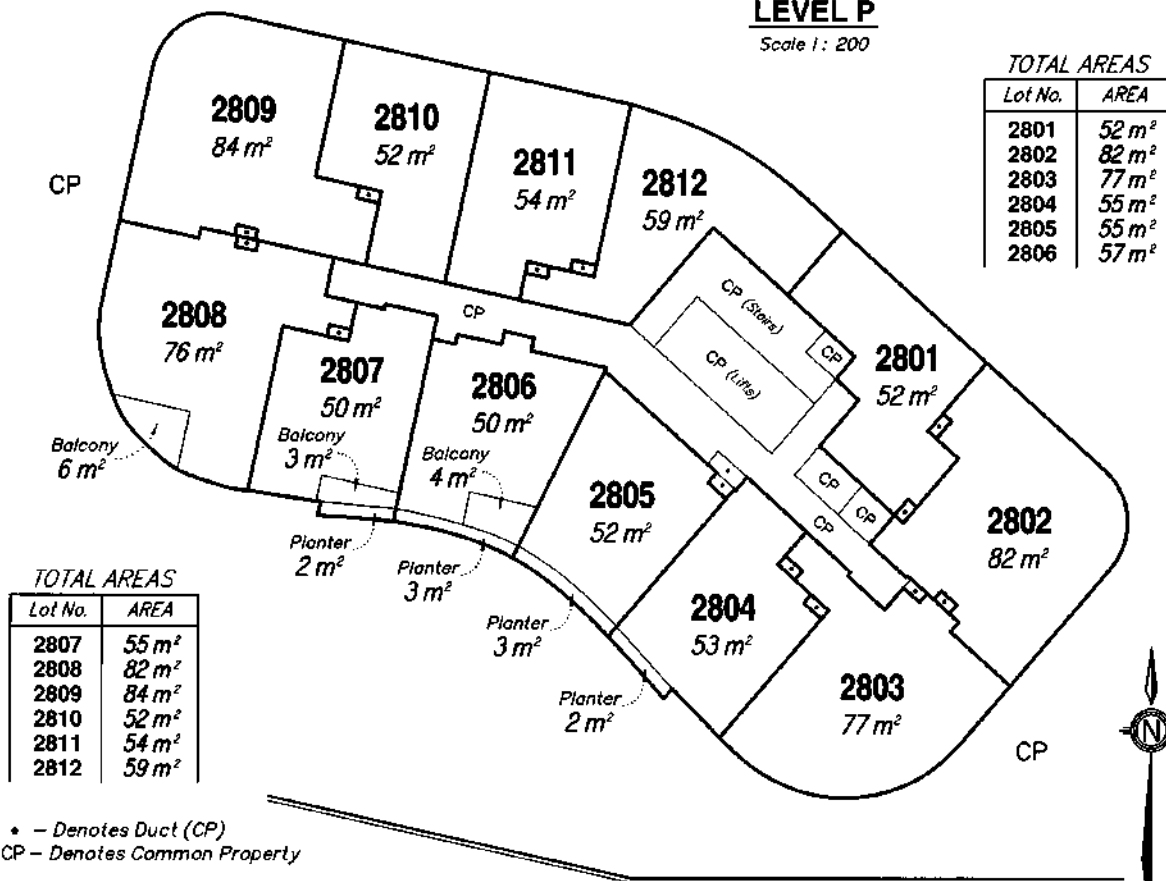


State copyright reserved.

Insert
Plan
Number
SP271999

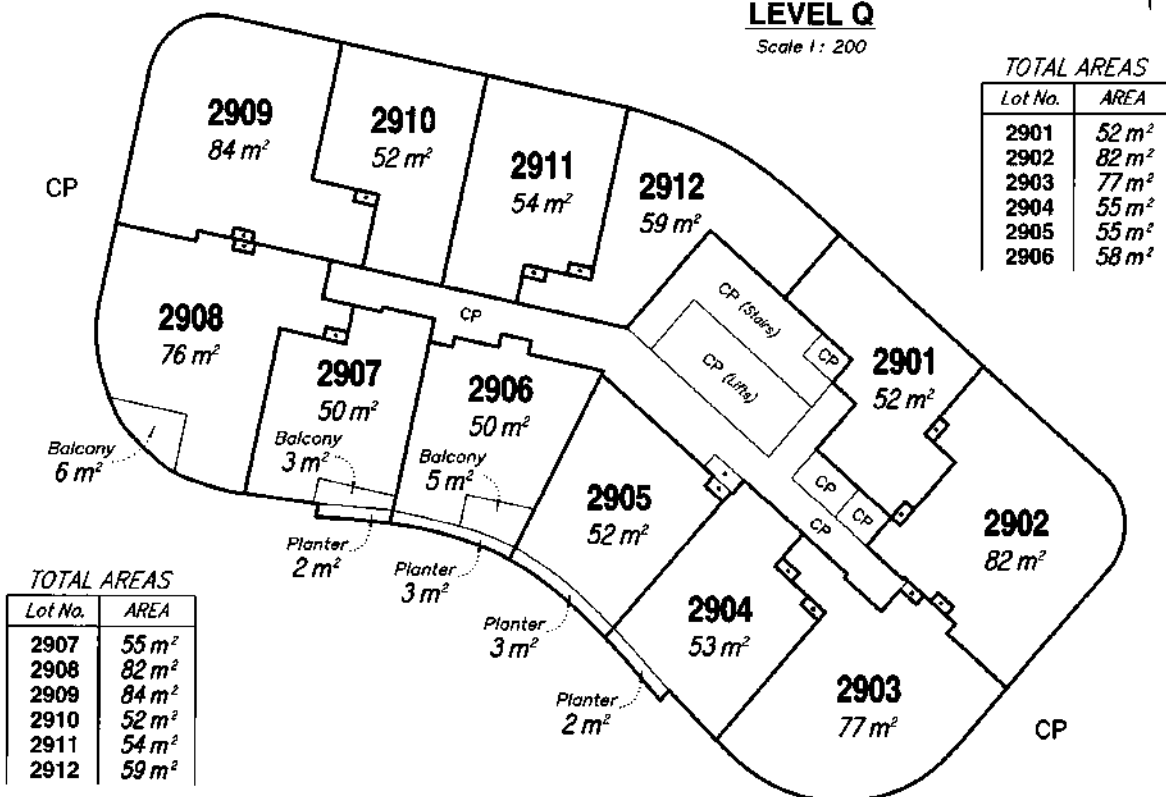
LEVEL P

Scale 1 : 200

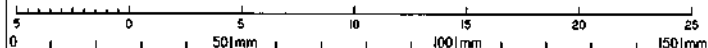


LEVEL Q

Scale 1 : 200



Scale 1:200 - Lengths are in Metres.

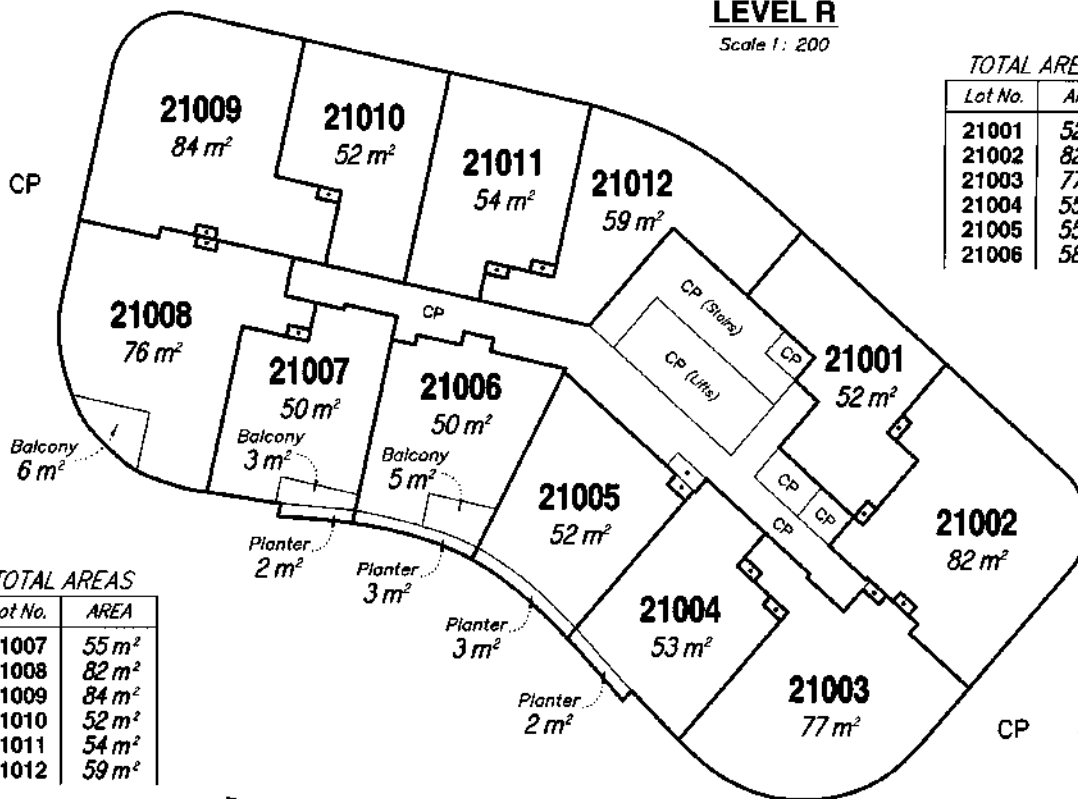


State copyright reserved.

Insert Plan Number **SP271999**

LEVEL R

Scale 1 : 200



TOTAL AREAS

Lot No.	AREA
21001	52 m ²
21002	82 m ²
21003	77 m ²
21004	55 m ²
21005	55 m ²
21006	58 m ²

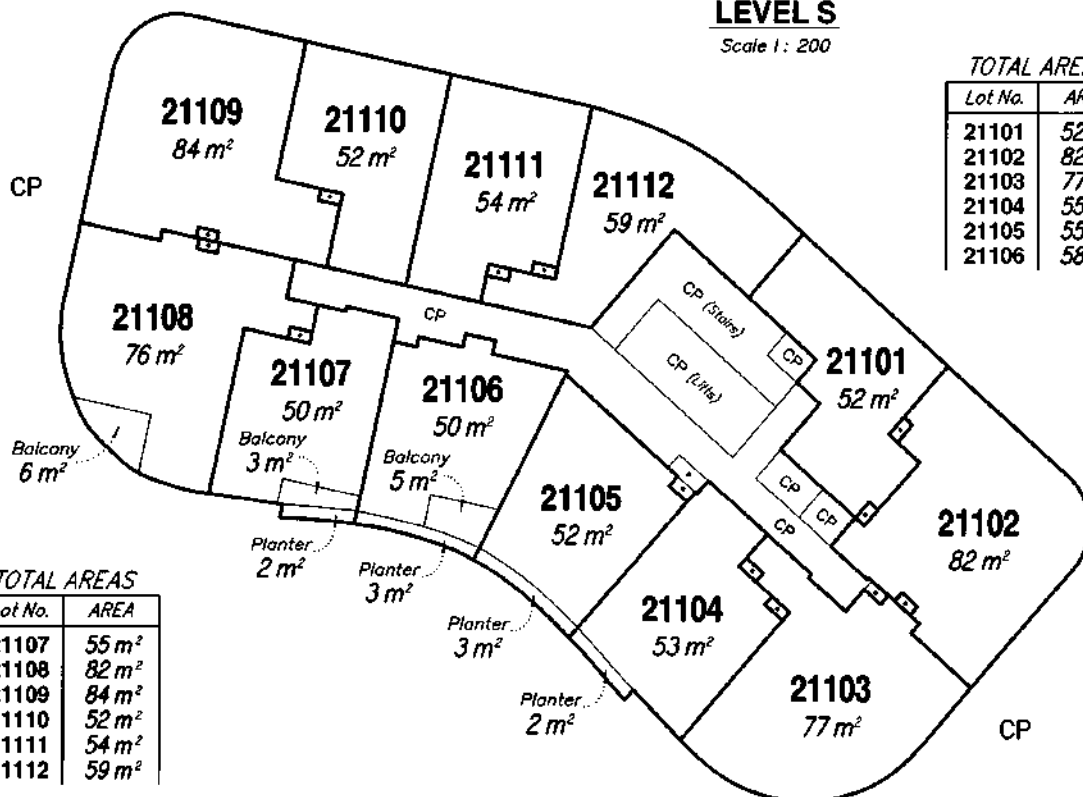
TOTAL AREAS

Lot No.	AREA
21007	55 m ²
21008	82 m ²
21009	84 m ²
21010	52 m ²
21011	54 m ²
21012	59 m ²

• - Denotes Duct (CP)
CP - Denotes Common Property

LEVEL S

Scale 1 : 200



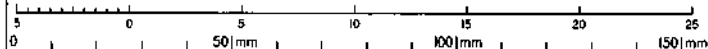
TOTAL AREAS

Lot No.	AREA
21101	52 m ²
21102	82 m ²
21103	77 m ²
21104	55 m ²
21105	55 m ²
21106	58 m ²

TOTAL AREAS

Lot No.	AREA
21107	55 m ²
21108	82 m ²
21109	84 m ²
21110	52 m ²
21111	54 m ²
21112	59 m ²

Scale 1:200 - Lengths are in Metres.

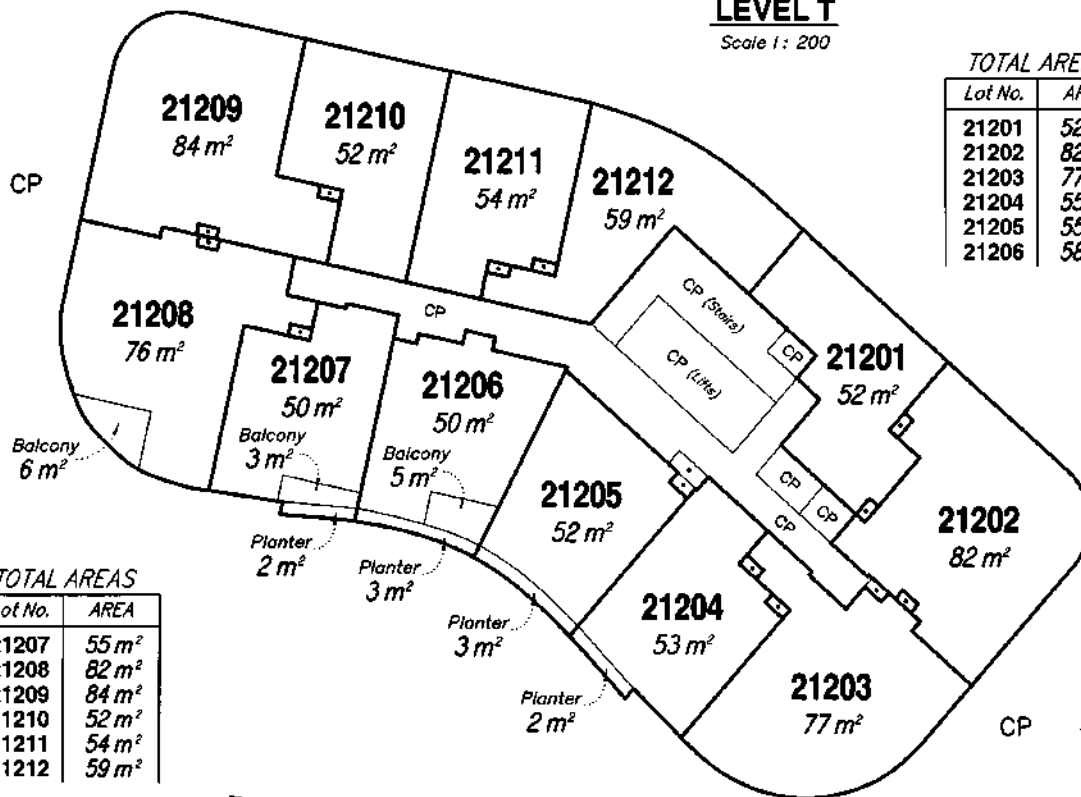


State copyright reserved.

Insert
Plan
Number
SP271999

LEVEL T

Scale 1 : 200



TOTAL AREAS

Lot No.	AREA
21201	52 m ²
21202	82 m ²
21203	77 m ²
21204	55 m ²
21205	55 m ²
21206	58 m ²

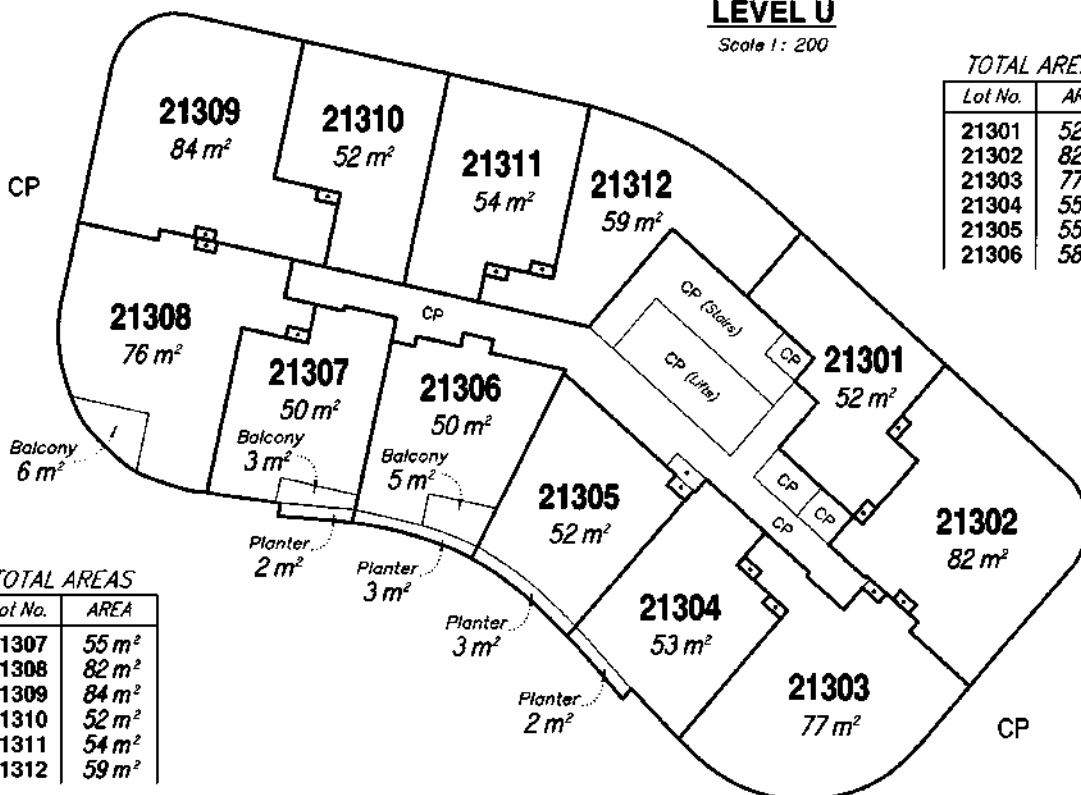
TOTAL AREAS

Lot No.	AREA
21207	55 m ²
21208	82 m ²
21209	84 m ²
21210	52 m ²
21211	54 m ²
21212	59 m ²

• - Denotes Duct (CP)
CP - Denotes Common Property

LEVEL U

Scale 1 : 200



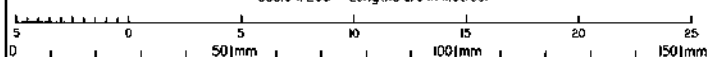
TOTAL AREAS

Lot No.	AREA
21301	52 m ²
21302	82 m ²
21303	77 m ²
21304	55 m ²
21305	55 m ²
21306	58 m ²

TOTAL AREAS

Lot No.	AREA
21307	55 m ²
21308	82 m ²
21309	84 m ²
21310	52 m ²
21311	54 m ²
21312	59 m ²

Scale 1:200 - Lengths are in Metres.

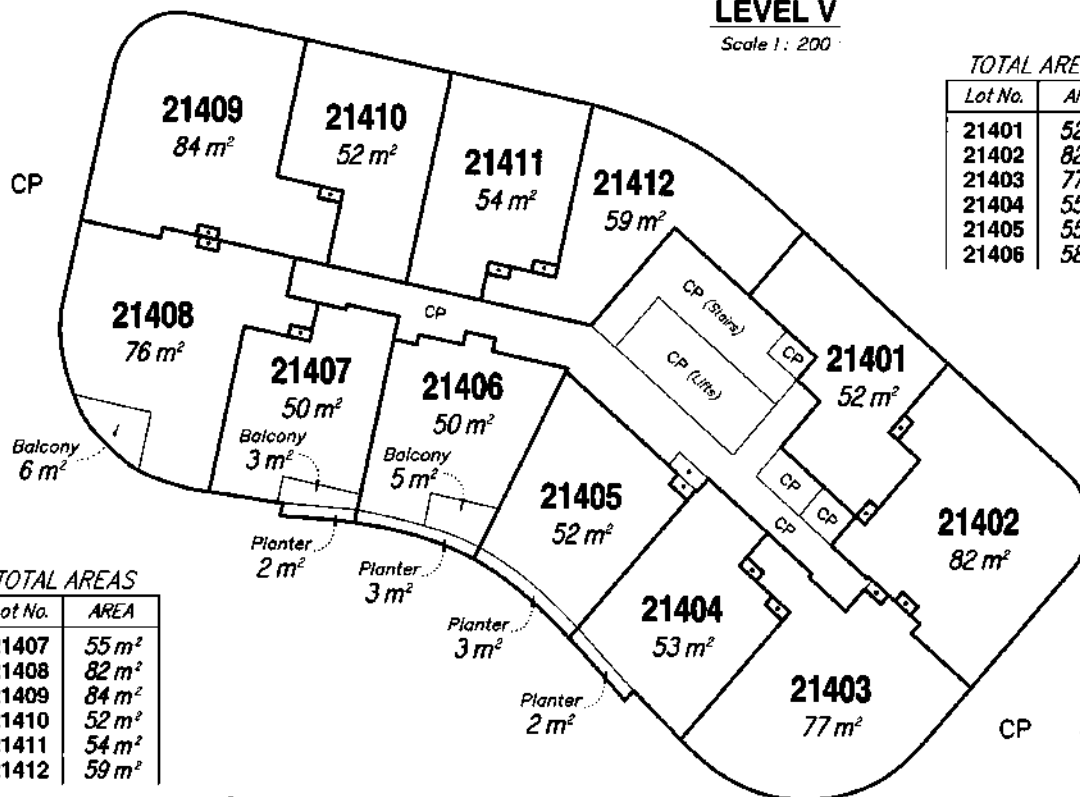


State copyright reserved.

Insert
Plan
Number **SP271999**

LEVEL V

Scale 1 : 200



TOTAL AREAS

Lot No.	AREA
21401	52 m ²
21402	82 m ²
21403	77 m ²
21404	55 m ²
21405	55 m ²
21406	58 m ²

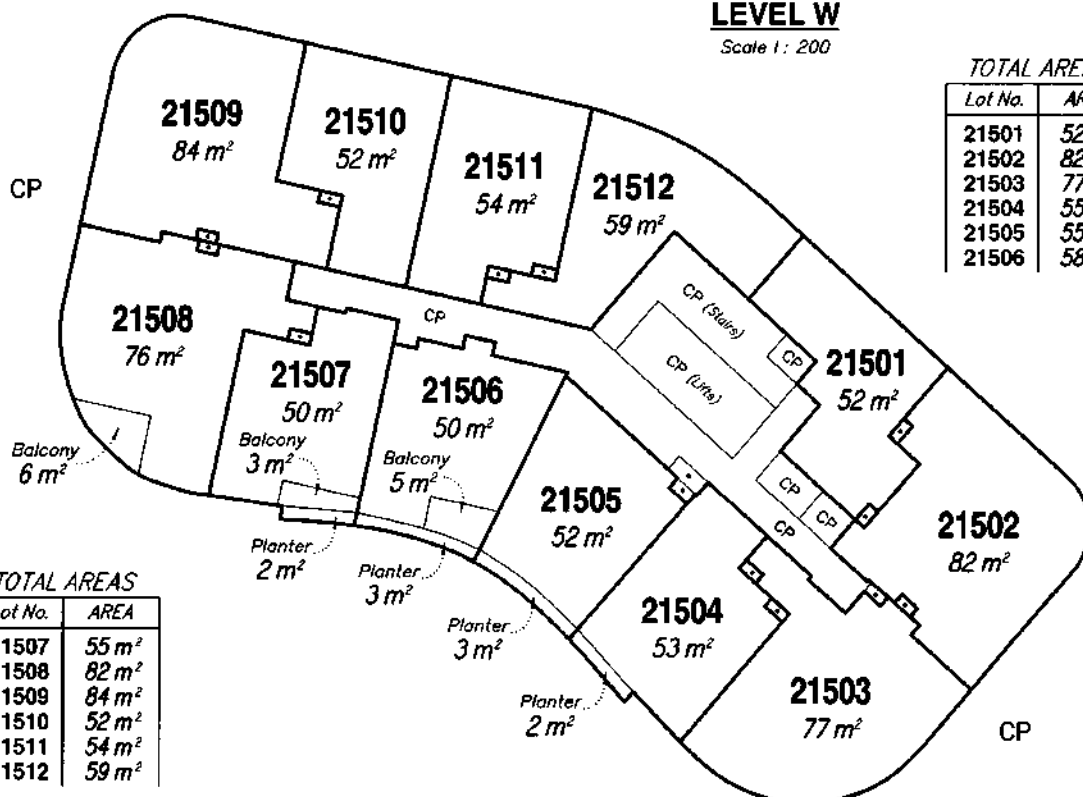
TOTAL AREAS

Lot No.	AREA
21407	55 m ²
21408	82 m ²
21409	84 m ²
21410	52 m ²
21411	54 m ²
21412	59 m ²

• - Denotes Duct (CP)
CP - Denotes Common Property

LEVEL W

Scale 1 : 200



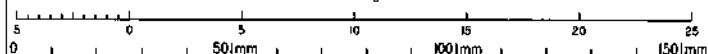
TOTAL AREAS

Lot No.	AREA
21501	52 m ²
21502	82 m ²
21503	77 m ²
21504	55 m ²
21505	55 m ²
21506	58 m ²

TOTAL AREAS

Lot No.	AREA
21507	55 m ²
21508	82 m ²
21509	84 m ²
21510	52 m ²
21511	54 m ²
21512	59 m ²

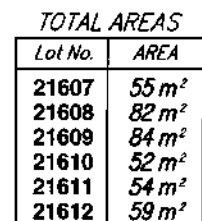
Scale 1 : 200 - Lengths are in Metres.



State copyright reserved.

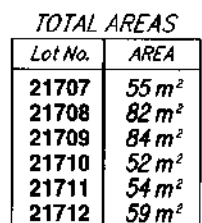
Insert
Plan
Number
SP271999

Scale 1 : 200

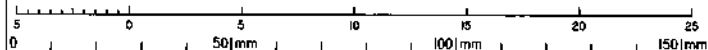


▪ - Denotes Duct (CP)
CP - Denotes Common Property

Scale 1 : 200



Scale 1:200 – Lengths are in Metres.

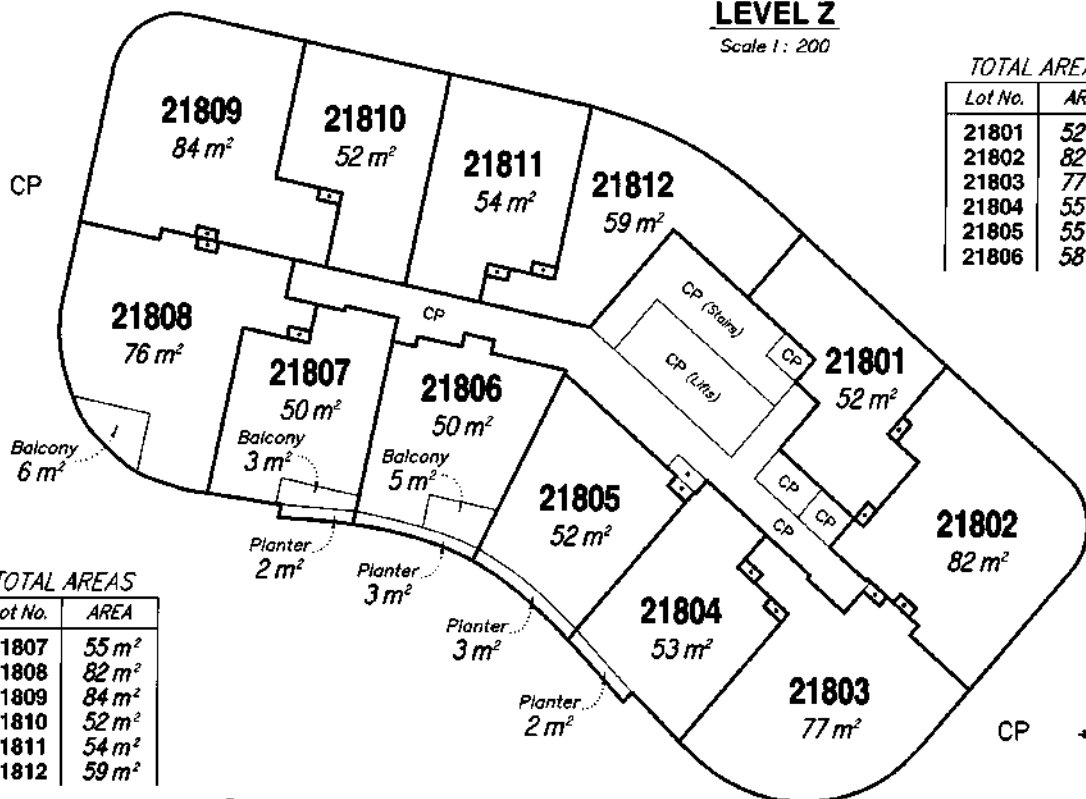


State copyright reserved.

Insert
Plan
Number **SP271999**

LEVEL Z

Scale 1 : 200



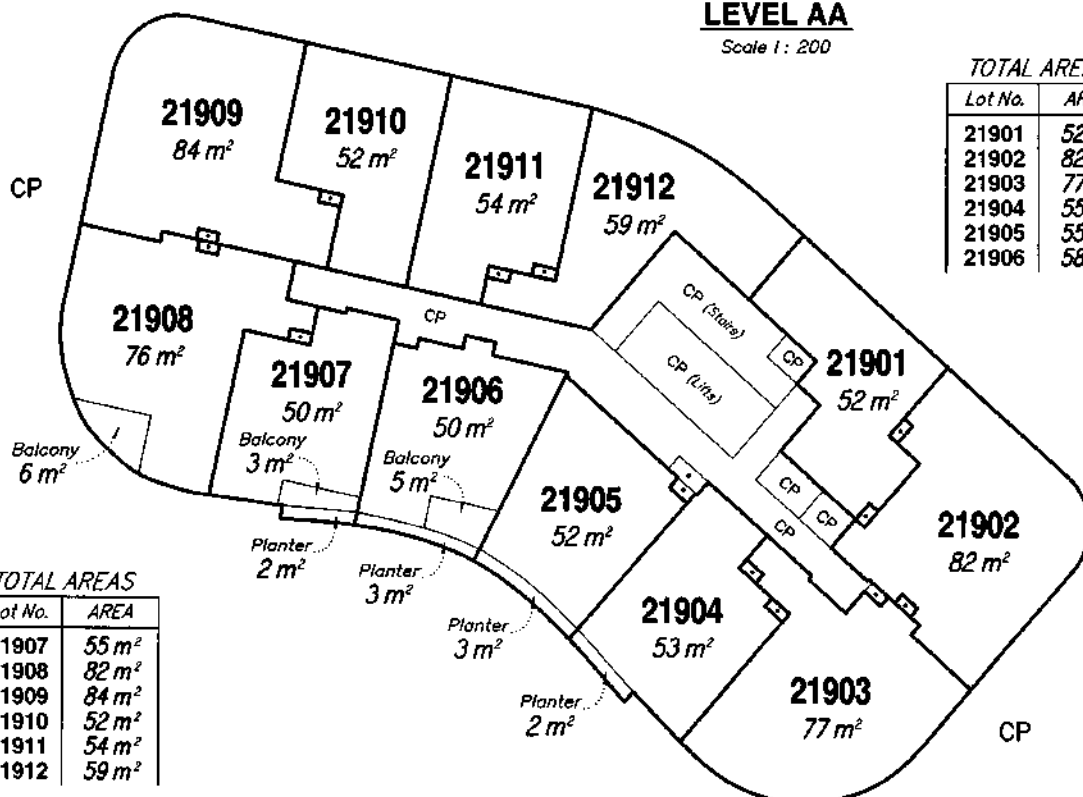
TOTAL AREAS

Lot No.	AREA
21807	55 m ²
21808	82 m ²
21809	84 m ²
21810	52 m ²
21811	54 m ²
21812	59 m ²

• - Denotes Duct (CP)
CP - Denotes Common Property

LEVEL AA

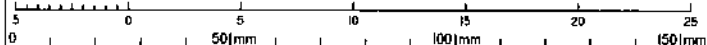
Scale 1 : 200



TOTAL AREAS

Lot No.	AREA
21907	55 m ²
21908	82 m ²
21909	84 m ²
21910	52 m ²
21911	54 m ²
21912	59 m ²

Scale 1:200 - Lengths are in Metres.

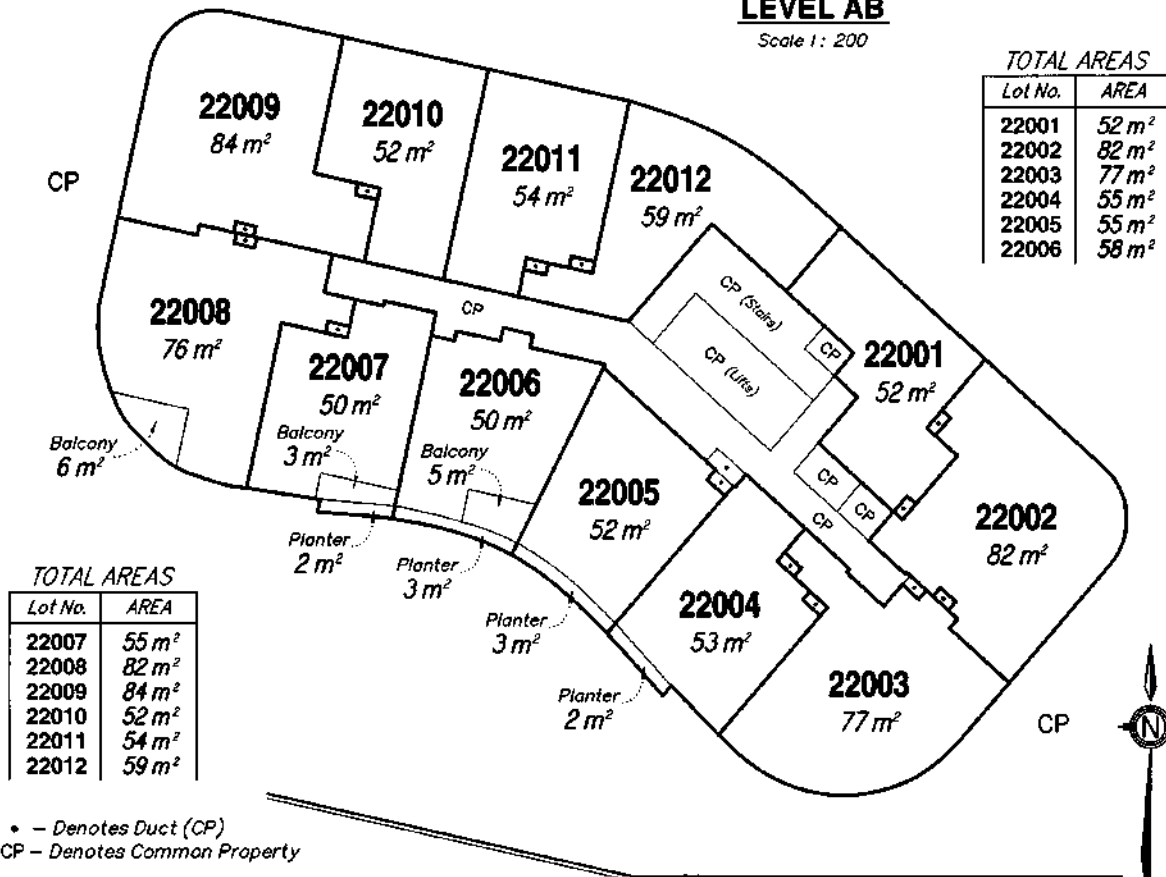


State copyright reserved.

Insert Plan Number **SP271999**

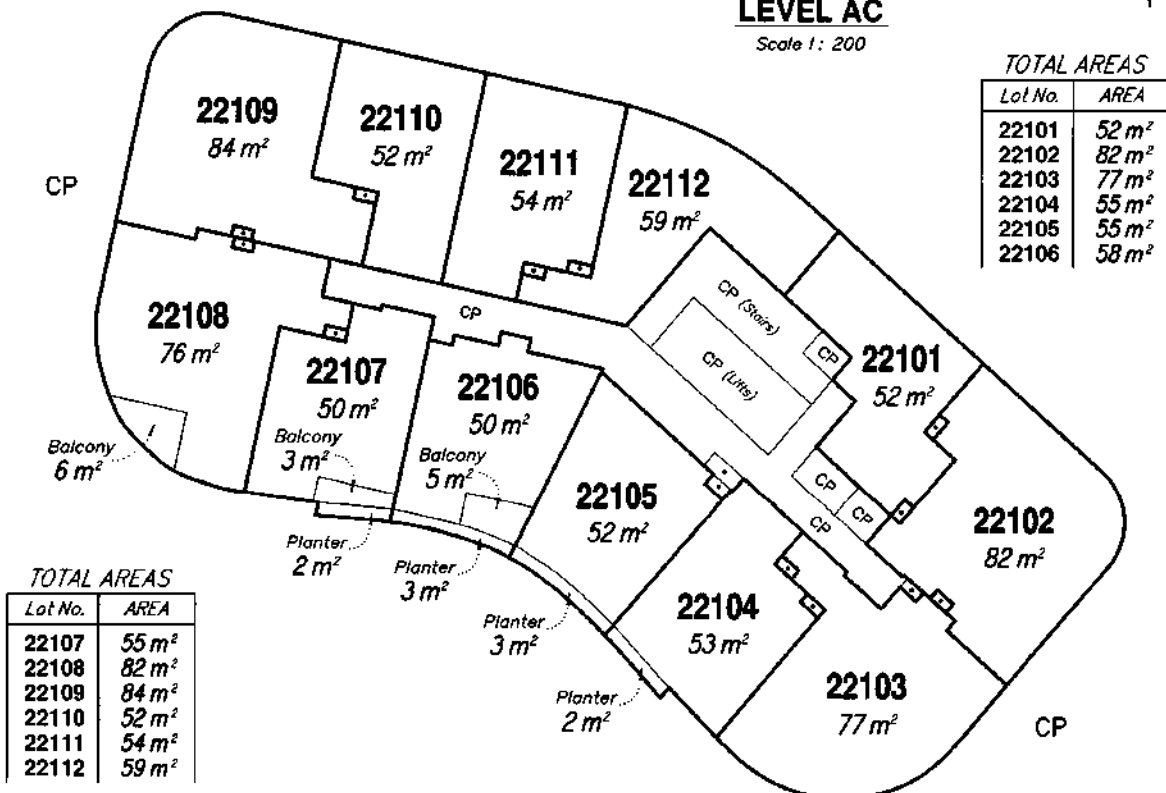
LEVEL AB

Scale 1: 200

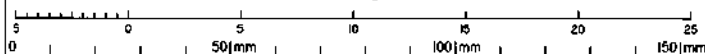


LEVEL AC

Scale 1: 200



Scale 1: 200 - Lengths are in Metres.



State copyright reserved.

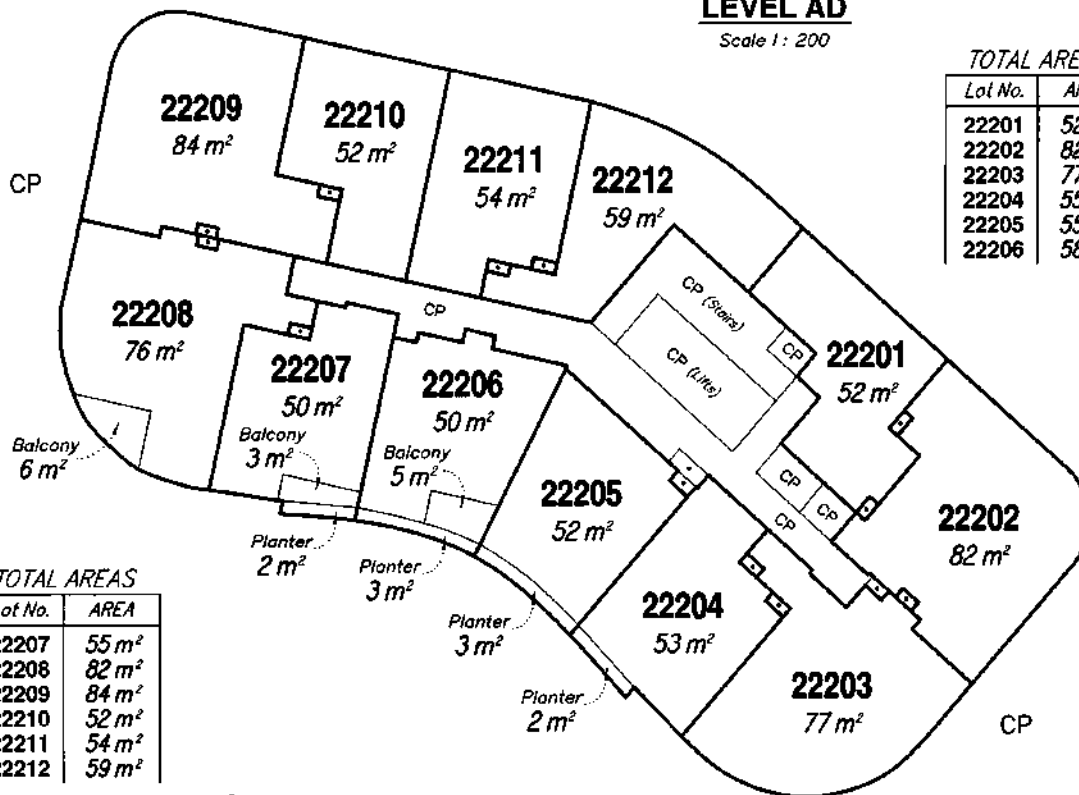
Insert
Plan
Number **SP271999**

LEVEL AD

Scale 1 : 200

TOTAL AREAS

Lot No.	AREA
22201	52 m ²
22202	82 m ²
22203	77 m ²
22204	53 m ²
22205	52 m ²
22206	50 m ²



TOTAL AREAS

Lot No.	AREA
22207	55 m ²
22208	82 m ²
22209	84 m ²
22210	52 m ²
22211	54 m ²
22212	59 m ²

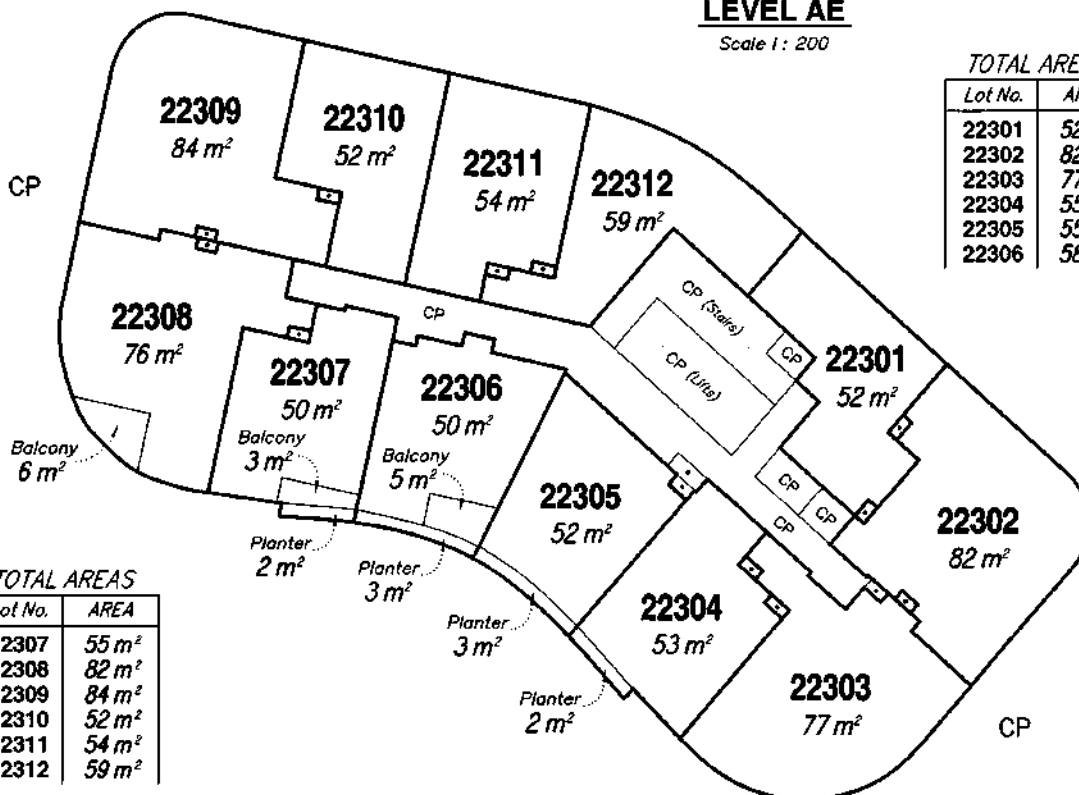
• - Denotes Duct (CP)
CP - Denotes Common Property

LEVEL AE

Scale 1 : 200

TOTAL AREAS

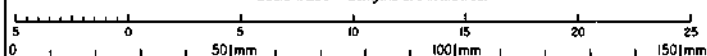
Lot No.	AREA
22301	52 m ²
22302	82 m ²
22303	77 m ²
22304	53 m ²
22305	52 m ²
22306	50 m ²



TOTAL AREAS

Lot No.	AREA
22307	55 m ²
22308	82 m ²
22309	84 m ²
22310	52 m ²
22311	54 m ²
22312	59 m ²

Scale 1: 200 - Lengths are in Metres.

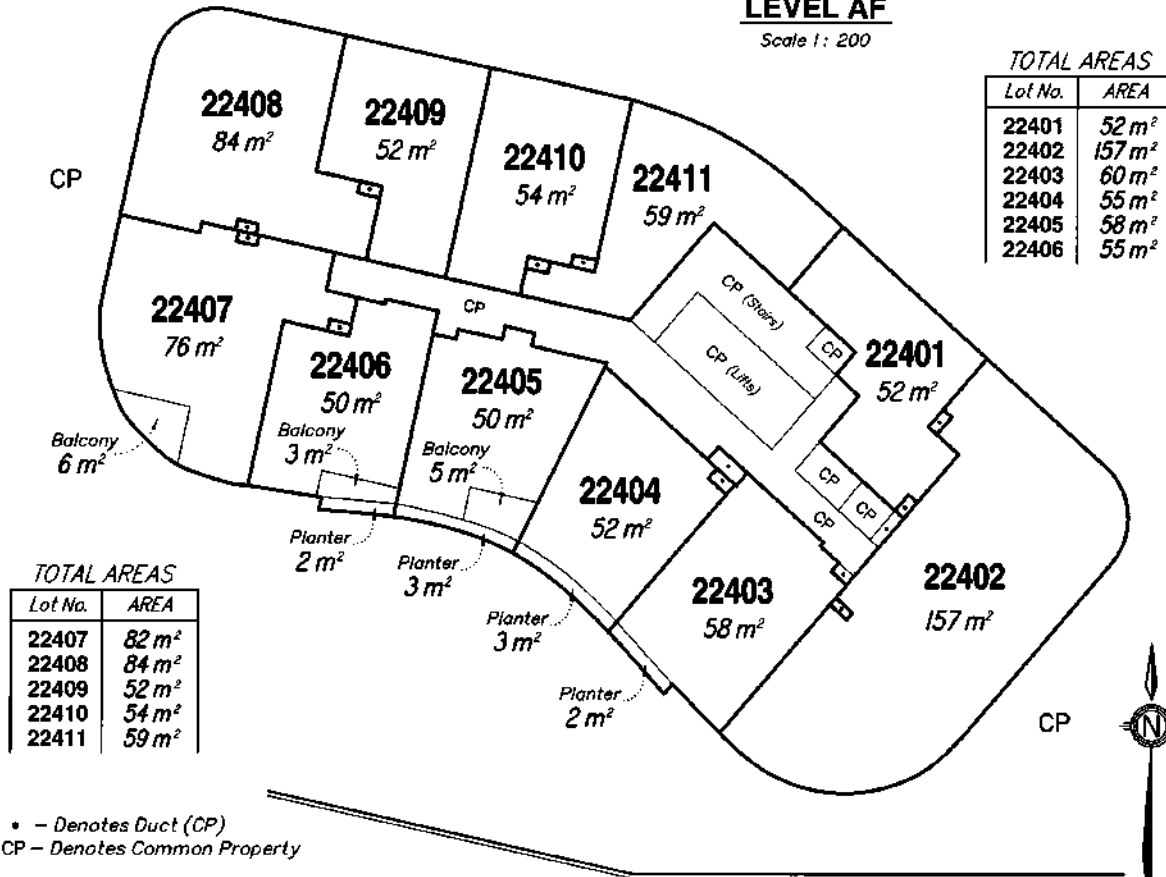


State copyright reserved.

Insert
Plan
Number **SP271999**

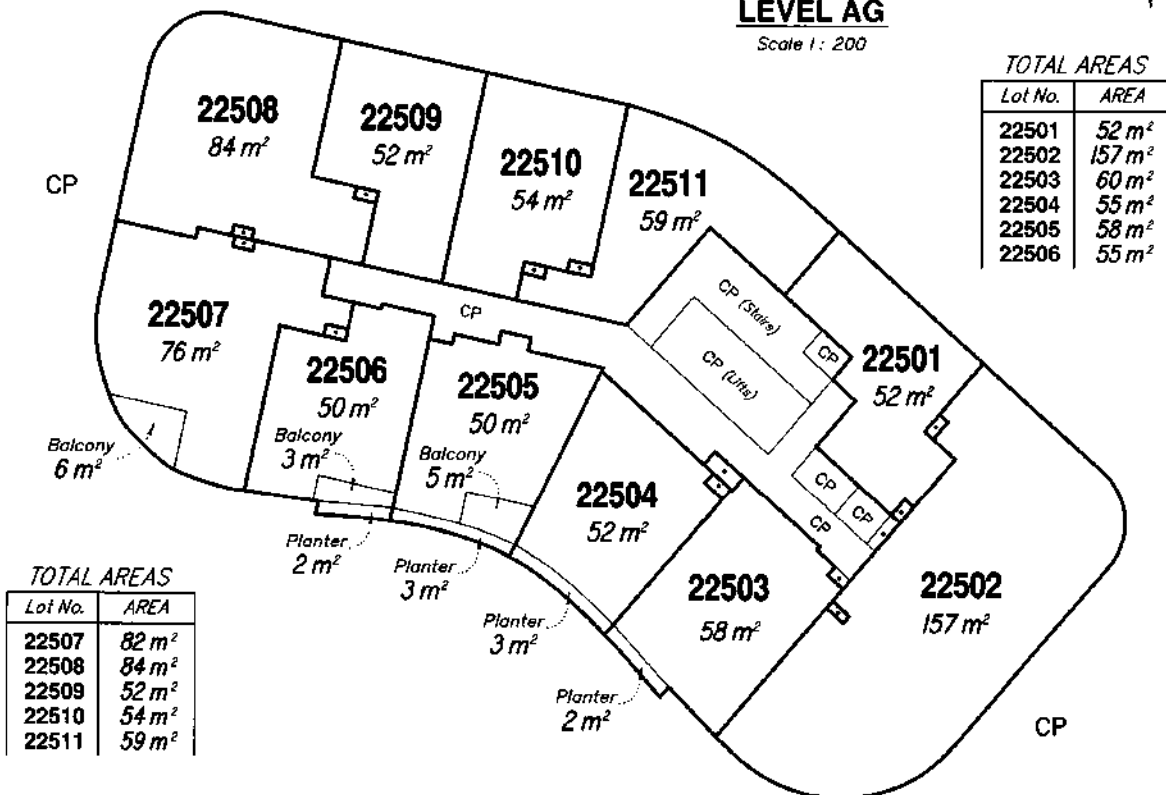
LEVEL AF

Scale 1: 200

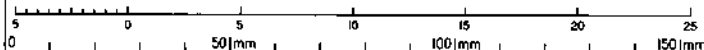


LEVEL AG

Scale 1: 200



Scale 1: 200 - Lengths are in Metres.



State copyright reserved.

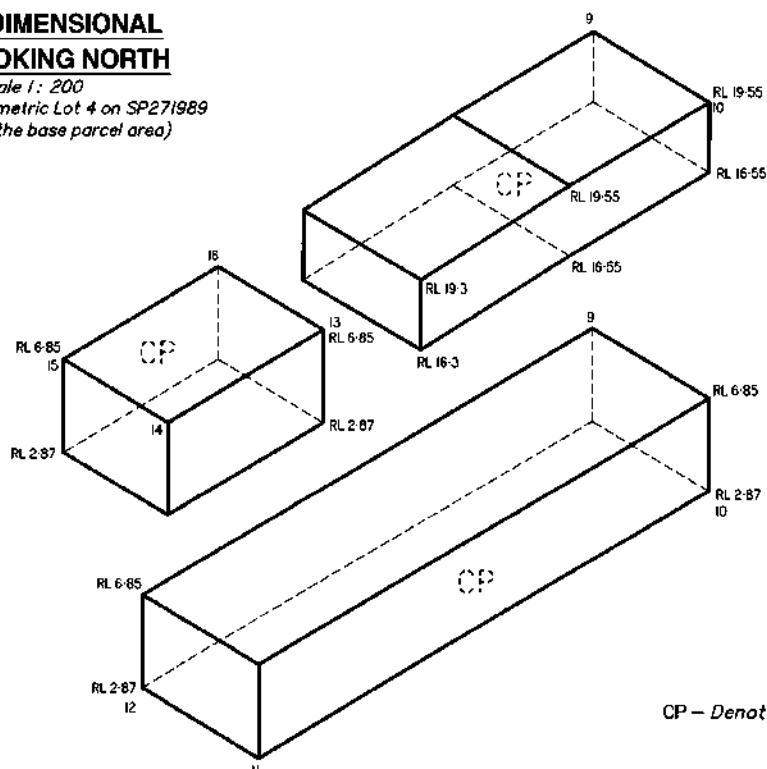
Insert Plan Number
SP271999

Scale 1 : 200



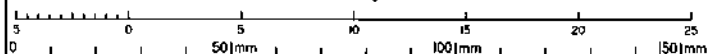
Scale 1: 200

(of cancelled Volumetric Lot 4 on SP271989
being part of the base parcel area)



CP – Denotes Common Property

Scale 1:200 – Lengths are in Metres.



State copyright reserved.

Insert
Plan
Number **SP271999**

Table 1

Property Fact Pack

develo

u1812/167 Alfred Street
Fortitude Valley QLD 4006

YOUR DIGITAL COPY



Easements



Flood History



Character



Flooding



Flood Coastal



Historic Imagery



Overland Flow Flooding



Flood Planning



Vegetation

At a glance

This report provides important property information and identifies the common considerations when buying property, building or renovating.



Easements



NO
CONSIDERATIONS
IDENTIFIED



Flooding



NO
CONSIDERATIONS
IDENTIFIED



Character



CONSIDERATIONS
IDENTIFIED



Vegetation



NO
CONSIDERATIONS
IDENTIFIED



Bushfire



NO
CONSIDERATIONS
IDENTIFIED



Noise



CONSIDERATIONS
IDENTIFIED

DATE OF REPORT

24th of July, 2025

ADDRESS

u1812/167 ALFRED STREET

LOT/PLAN

21312/SP271999

COUNCIL

Brisbane

ZONING

- Fortitude Valley Neighbourhood Plan
- Principal Centre (City Centre)
- Valley Heart Npp-002

UTILITIES

- Power
- Sewer
- Stormwater
- Water

SCHOOL CATCHMENTS

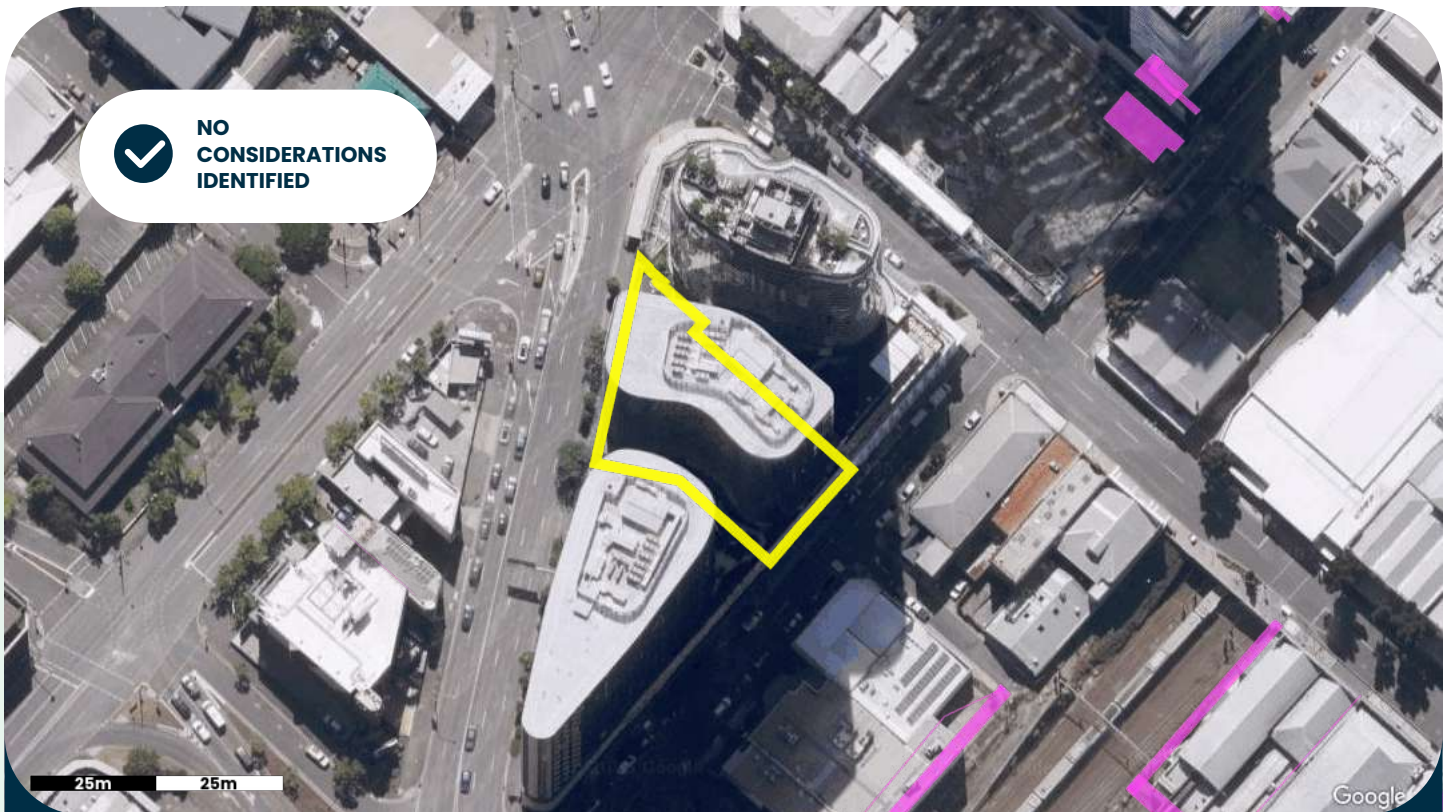
- Brisbane Central SS
- Fortitude Valley State Secondary College

CLOSEST CITY

Brisbane - 1km

Easements

What access rights exist over the property?



Sources: Qld Spatial

THINGS TO KNOW

Easements are legal rights allowing a person or government authority to access a specific portion of land for a particular purpose. They are commonly required for the maintenance of utilities including large water and sewer pipes, stormwater drains, and power lines. Easements are also created for shared vehicle access through a property or for maintenance of built to boundary walls.

Easements are recorded on a land title and agreed to by the landowner at the time of subdivision. The easement remains on the title even if the land is sold to someone else. Typically, a landowner cannot build permanent structures within an easement area or obstruct the access of the authorised party.



Before building within or over an easement, you must obtain approval from the easement owner and should speak to a building certifier to understand any specific considerations.

Note: The map identifies only publicly registered easements provided by the relevant authority and is not a definitive source of information. You should order a certificate of title & survey plan from the titles office to be sure. Although rare, private covenants or agreements over the land may exist. If you have specific concerns about land entitlements, please contact a solicitor.

Questions to ask

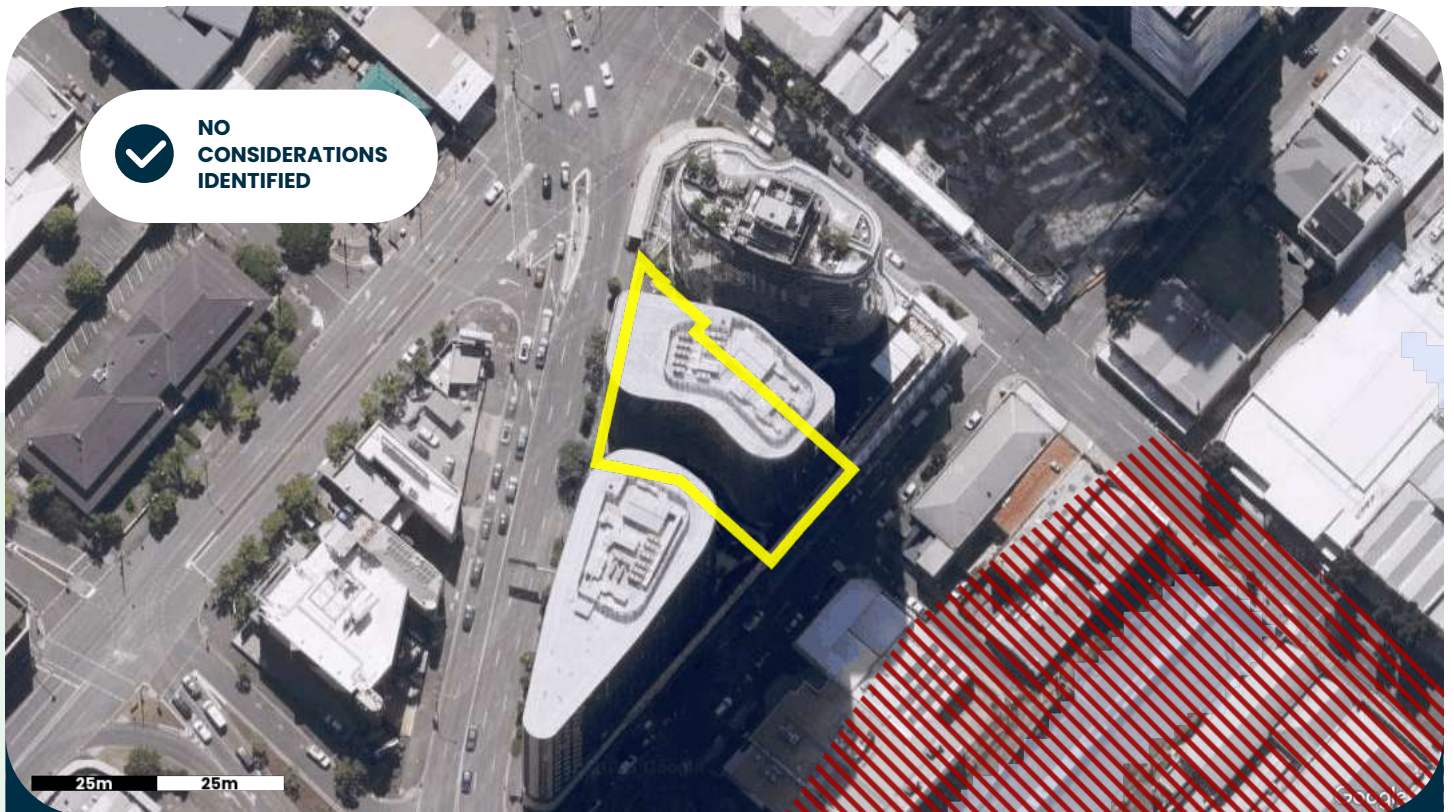
- Does the easement benefit or burden the property?
- Who is responsible for the land within the easement area?
- What other impacts does the easement have on the design of my building?

LEGEND

-  Selected Property
-  Easement

Flooding

Is the property in a potential flood area?



NO
CONSIDERATIONS
IDENTIFIED

Sources: Brisbane City Council

THINGS TO KNOW

If your property is in a potential flood area, it's important to understand the possible risks, impacts and causes of flooding. Flooding commonly happens when prolonged or heavy rainfall causes waterways to rise, overflowing into nearby properties.

The likelihood of a flood is often described using Annual Exceedance Probability (AEP), which shows the chance of a flood happening in any given year. For example, a 1% AEP flood has a 1 in 100 chance of occurring annually.




Building, renovating, or developing in flood-prone areas may require government assessment. For instance, floor heights might need to be built above flood levels, or structures designed to allow water to flow beneath raised buildings.

Note: Government flood risk models are broad guides that estimate flood probability and acceptable risk but don't guarantee site-specific accuracy or immunity. Newly subdivided lots may have already considered flooding risks and developed above acceptable flood risk levels rendering the mapping invalid. For specific concerns, consult your local authority or a qualified professional.

Questions to ask

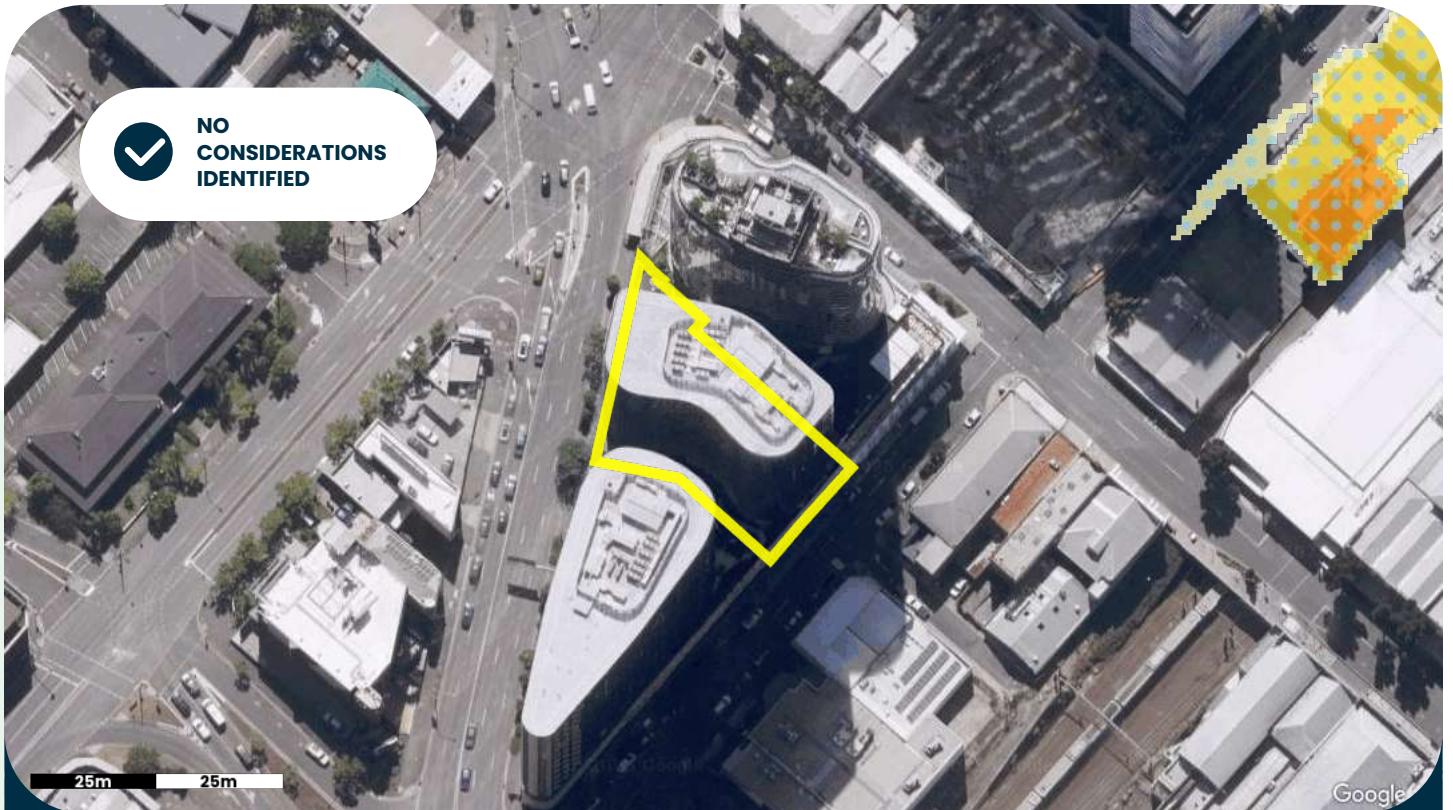
- What are the building requirements in a potential flood area?
- Can the flood risk be reduced through design measures?
- What is the probability of flooding and is this an acceptable risk for your plans?

LEGEND

-  Selected Property
-  Very Low Likelihood (0.05% Annual Chance)
-  Flood Area Identified For Review

Overland Flow Flooding

Are there any major rainfall issues for this property?



Sources: Brisbane City Council

THINGS TO KNOW

Overland flow refers to water running over the ground's surface during heavy rain. This can happen when stormwater systems are overwhelmed, drainage paths are blocked, or the land cannot absorb water quickly enough.

Unlike river or coastal flooding, overland flow is usually localized but can cause water pooling, damage to structures, and flooding of yards or low-lying areas. Urban areas are particularly vulnerable due to surfaces like roads and concrete, which prevent water from soaking into the ground.

If your property is in an overland flow area, future development of the site may require specific measures like improving drainage, raising building platforms, or adding landscaping features to safely redirect water.

Note: Government overland flow maps are general guides and may not reflect site-specific conditions. Flooding may still occur outside mapped areas due to local factors. Newly subdivided lots may have already considered flooding risks and designed flows away from residential lots, rendering the mapping invalid. For tailored advice, consult your local authority or a qualified professional.

Questions to ask

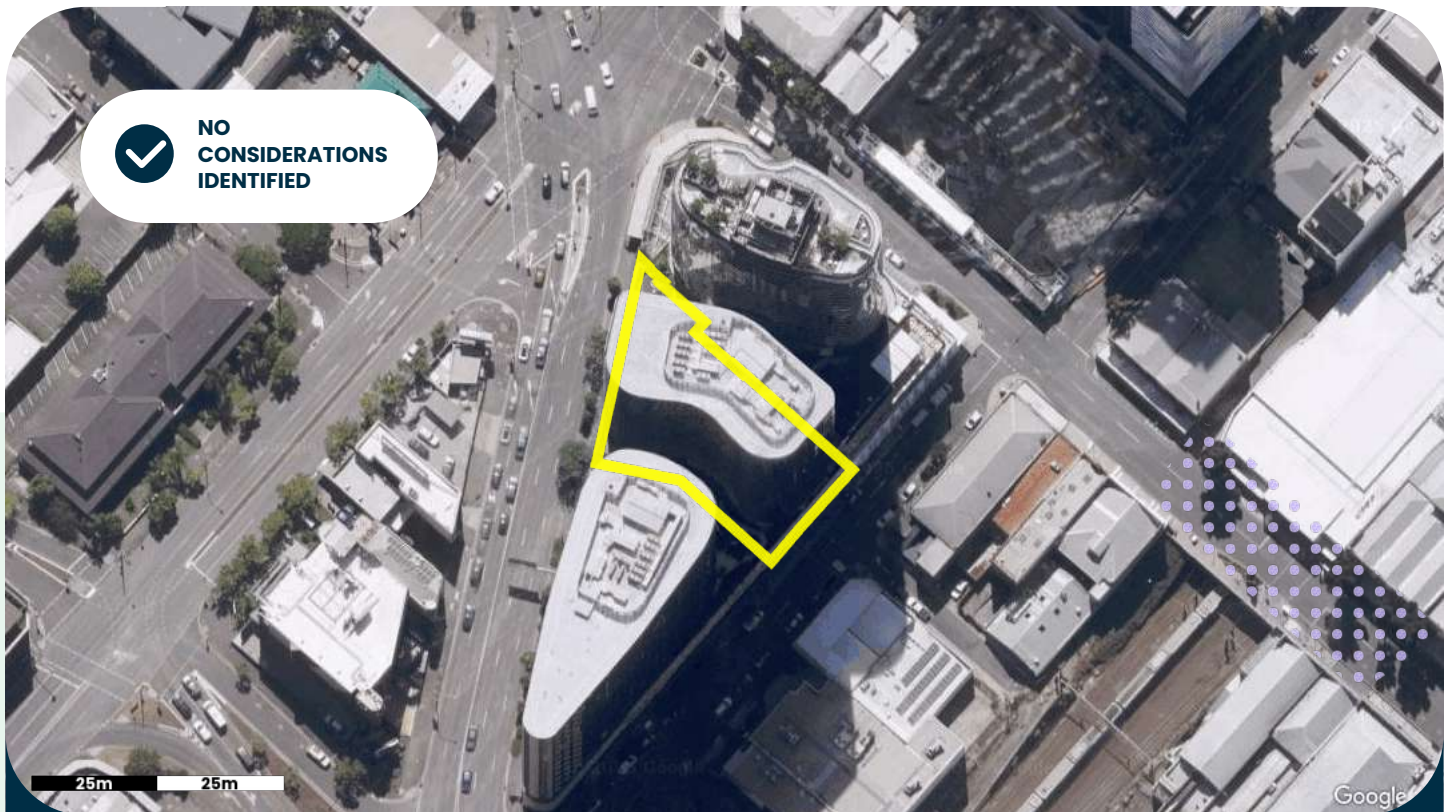
- Are there specific regulations for overland flow that affect your property?
- What building or landscaping measures can help manage water flow?

LEGEND

-  Selected Property
-  Overland Flow - High Impact
-  Overland Flow - Moderate Impact
-  Overland Flow - Low Impact
-  Overland Flow

Flood Planning

What planning overlays impact development of this property?



Sources: Brisbane City Council

THINGS TO KNOW

Flood Planning overlays identify areas at risk of flooding from rivers, creeks, stormwater, or coastal inundation. These overlays are used to guide land use and development to minimize flood impacts on people, property, and infrastructure.



Developments in Flood Planning areas must meet specific requirements, such as raising floor levels above designated flood immunity levels or using flood-resilient building materials. In some cases, developments may not be permitted in high-risk zones unless engineering solutions, such as stormwater detention basins or elevated structures, are implemented.

Note: Flood Planning overlays are based on broad modelling assumptions, are general in nature and are a tool for managing flood risk as it relates to development of the property. They do not guarantee individual property immunity from flooding or account for site-specific conditions. Newly subdivided lots may have already considered flooding risks and developed above acceptable flood risk levels, rendering the mapping invalid. Check with your local authority or a qualified professional for specific requirements.

Questions to ask

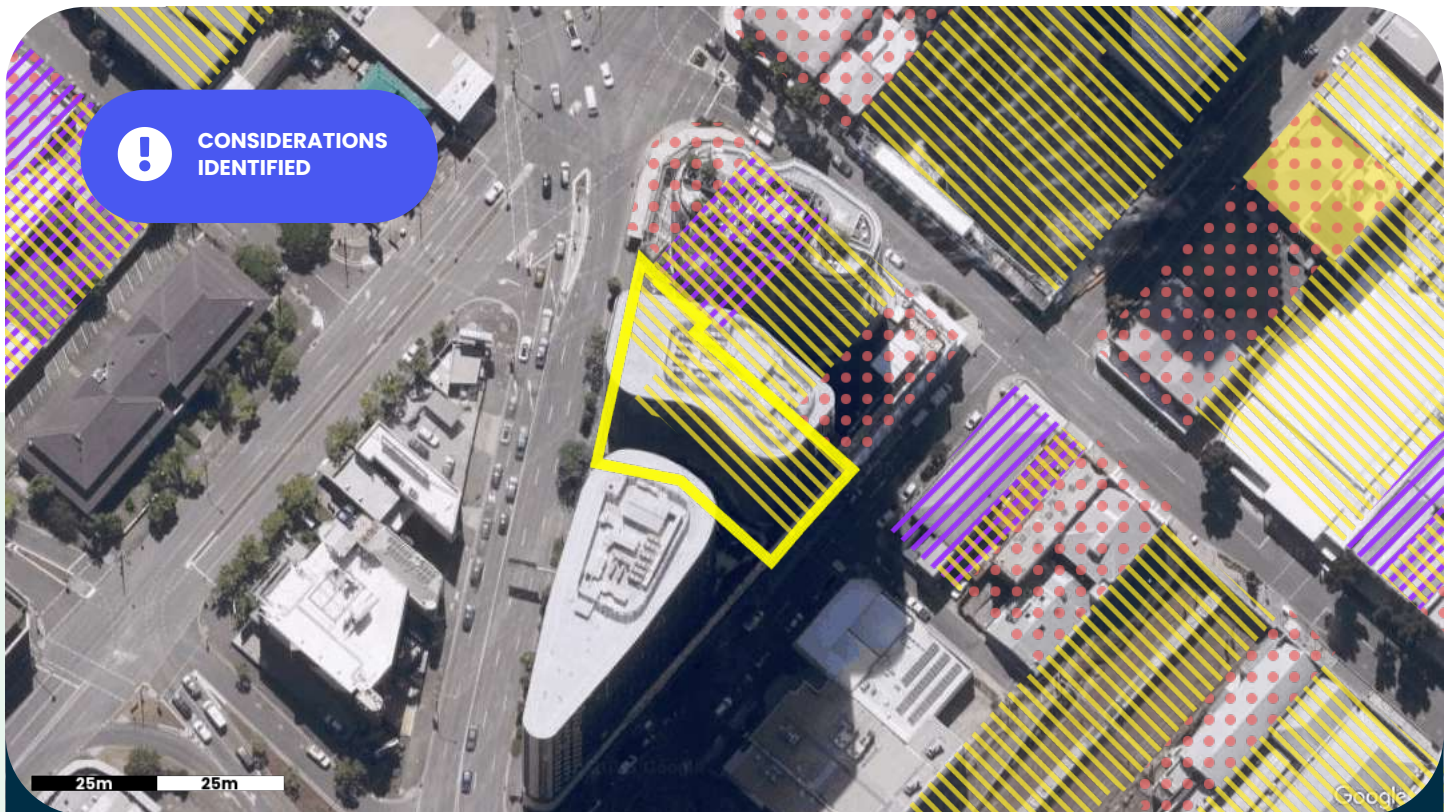
- What restrictions apply to developing in a Flood Planning area?
- Are there required flood immunity levels or design standards?
- How do overlays account for future changes like climate impacts or urban growth?

LEGEND

-  Selected Property
-  Overland Flow Flood Planning Area

Character

Is the property in a character or heritage area?



Sources: Department Of Environment, Science And Innovation, Brisbane City Council

THINGS TO KNOW

Heritage and character places are to be retained or restored to preserve their unique character value and charm. Any extensions or alterations to existing heritage buildings should complement the traditional building style of the area. There may also be demolition restrictions for existing heritage buildings.






If a property is identified in a character area, any new houses or an extension to a house may need to be designed to fit in with the existing building character of the area.

Note: It is not only houses or buildings that are protected by heritage values, there may be structures or landscape features on site that are protected by heritage values. It is essential to consult with the local authority or a building certifier for guidance on heritage places.

Questions to ask

- Is the property protected by Character or Heritage restrictions?
- What impacts do these restrictions have on renovations, extensions, or new builds?
- Is approval required for works under Character or Heritage restrictions?
- How does this consideration positively or negatively impact the property?

LEGEND

-  Selected Property
-  Commercial Character Building Site
-  Local Heritage Place, Structure Or Landscaping
-  Property Adjoins A Heritage Place, Structure Or Landscaping
-  State Heritage Place, Structure Or Landscaping

Historic Imagery

Historic Aerial Imagery



THINGS TO KNOW

Houses built before a certain historical period (e.g., pre-1946) are generally required to be preserved, with any extensions or alterations designed to complement their original architectural style.

If historic records or aerial imagery show a house on the site and the original structure remains, it may be protected by heritage regulations. Heritage and character provide a vital link to the past, showcasing a city's evolution while offering opportunities to celebrate and shape its future identity.

New homes in these areas should be designed to complement the existing streetscape and maintain the area's character and charm.

Advice from a town planner or heritage architect is recommended if the property is identified as built in or before a historical period to ensure compliance with regulations.

Questions to ask:

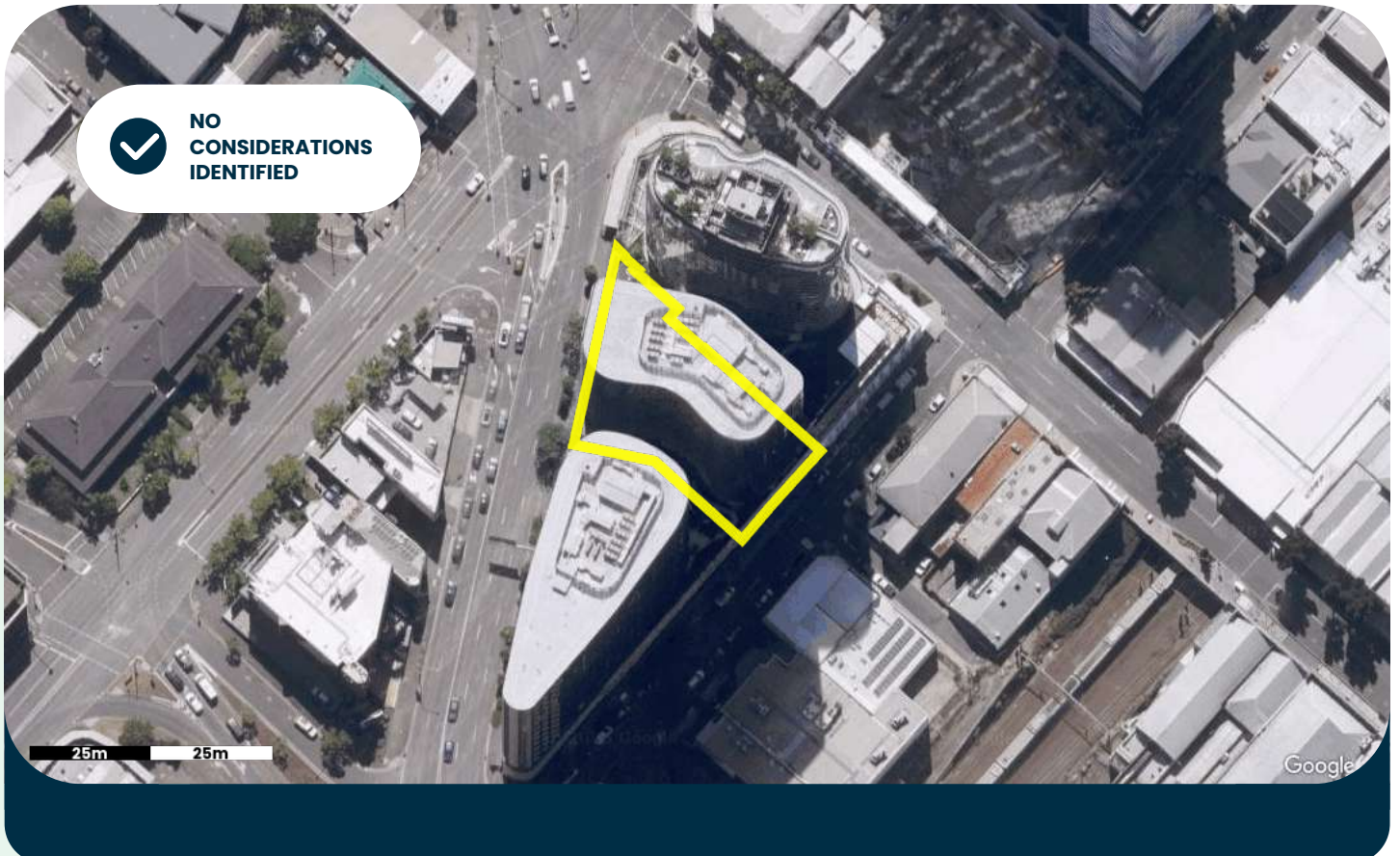
- Is the property protected by Character protection?
- Can the building be demolished or modified?
- How do these protections affect renovations, extensions, or new builds?

LEGEND

 Selected Property

Vegetation

Is the property in an area with vegetation protection?



THINGS TO KNOW

Properties located in protected vegetation areas may have tree clearing restrictions over the native vegetation or significant vegetation on the property. Your property may have vegetation protection if it:

- is located near a river, creek or a waterway corridor
- is located in a bushland area or rural area with native vegetation
- contains large significant trees even in an urban area
- the trees have heritage values and cultural sentiment

If these features are present, your property may contribute to the preservation of important environmental or cultural values. In these cases, planning controls may apply to help guide how vegetation is managed or how land can be developed.

Note: The map provided identifies areas that may have restrictions on tree clearing of native vegetation or significant. The mapping is based on broad modelling assumptions and does not assess each site individually. Newly subdivided lots may already have considered protected vegetation in the design of the subdivision and removal of vegetation approved by Council. To obtain accurate information about tree clearing and building on a site with protected vegetation considerations, it is recommended to contact your local Council or a local arborist for guidance.

Questions to ask

- Where is the protected vegetation located on the property?
- Is the identified vegetation "native" or an introduced species?
- How does this consideration positively or negatively impact the property?

LEGEND

 Selected Property

Bushfire

Is the property in a potential bushfire area?



THINGS TO KNOW

Being located in a bushfire area does not guarantee a bushfire occurrence but signifies that the property has been identified as having conditions conducive to supporting a bushfire. Factors such as a dry climate, dense surrounding vegetation, and steep landscapes all contribute to the impact and intensity of a bushfire.

If you plan to build or develop in a bushfire area, your construction may need to adhere to specific requirements to ensure resident safety. This could involve proper building siting, creating barriers and buffer zones around your home, and using appropriate building design and materials to minimise the impact of bushfires.

Note: The map provided is based on broad government modelling assumptions and does not assess each site individually or guarantee bushfire immunity.

Newly subdivided lots may have already considered bushfire risk in the design of the subdivision, potentially involving vegetation removal, and gained approval from the Council. You should speak with the Council or a building certifier to identify any relevant safety requirements for your site.

Questions to ask

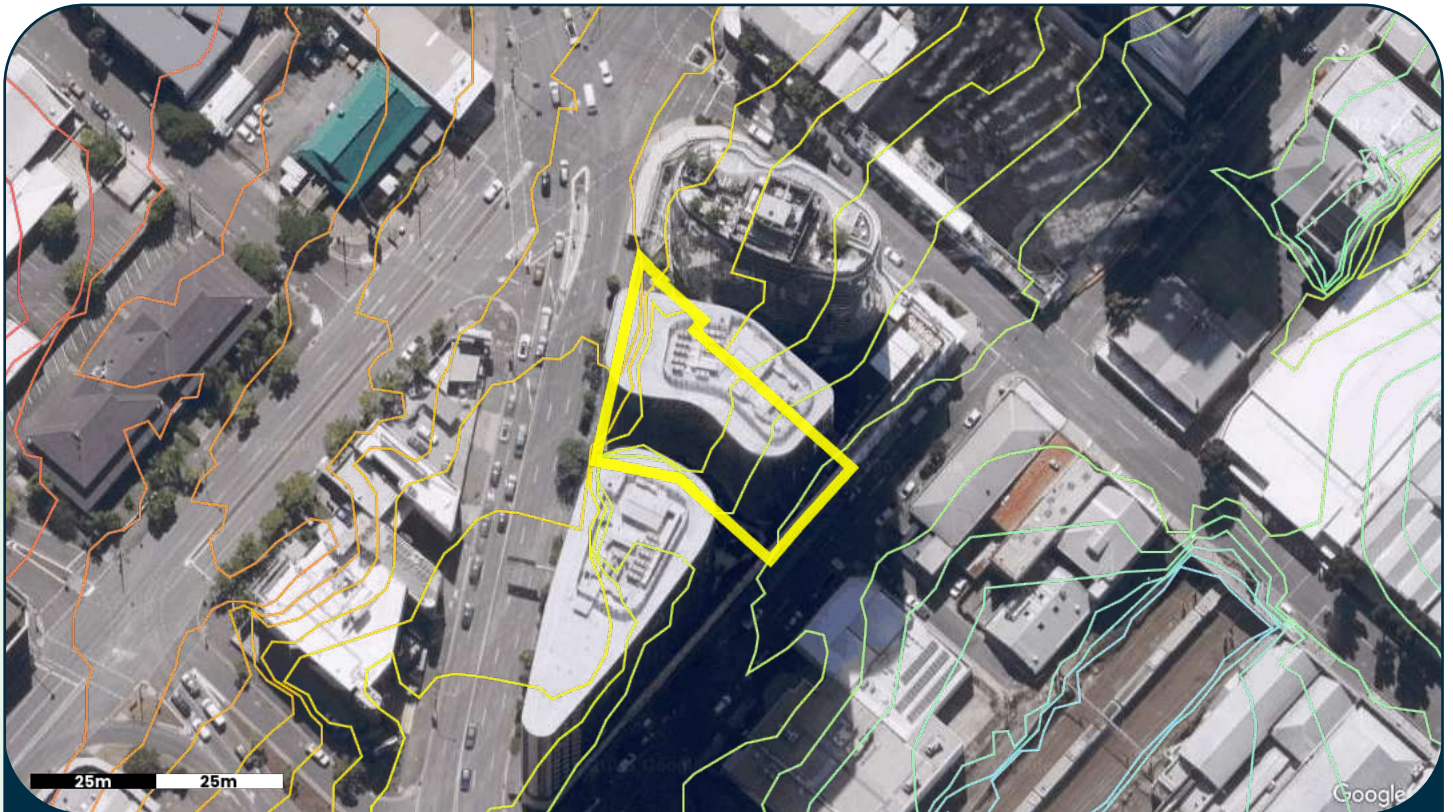
- What is the significance of the bushfire risk to the property?
- What can be built in a bushfire risk area?
- Can bushfire impacts be reduced through design?

LEGEND

 Selected Property

Steep Land

Is there significant slope on this property?



Sources: Department Of Resources

THINGS TO KNOW

Understanding how the land slopes on your property is important to know for building construction, soil and rainwater management purposes. A sloping block is a title of land that has varying elevations. Whether the slope is steep or gradual, knowing the land's topography helps in planning and building structures on site.

A flat block of land is generally easier to construct on but sloping land has other benefits if the building is designed well, such as improved views, drainage and ventilation. Properties with steep slopes pose challenges, particularly regarding soil stability. Retaining walls and other stabilisation measures may be necessary to prevent erosion and ensure the safety of structures.




For an accurate assessment of your property's slopes and suitability for construction, consult a surveyor or structural engineer.

Note: The information provided is based on general modelling assumptions and does not evaluate each site individually. Changes in the landscape such as retaining walls may have occurred. The contour lines provided show elevation measurement above sea level.

Questions to ask

- Where is the steep land and/or landslide risk located?
- How does this affect what can be built on the property?
- Can the steep land and/or landslide risk be improved?

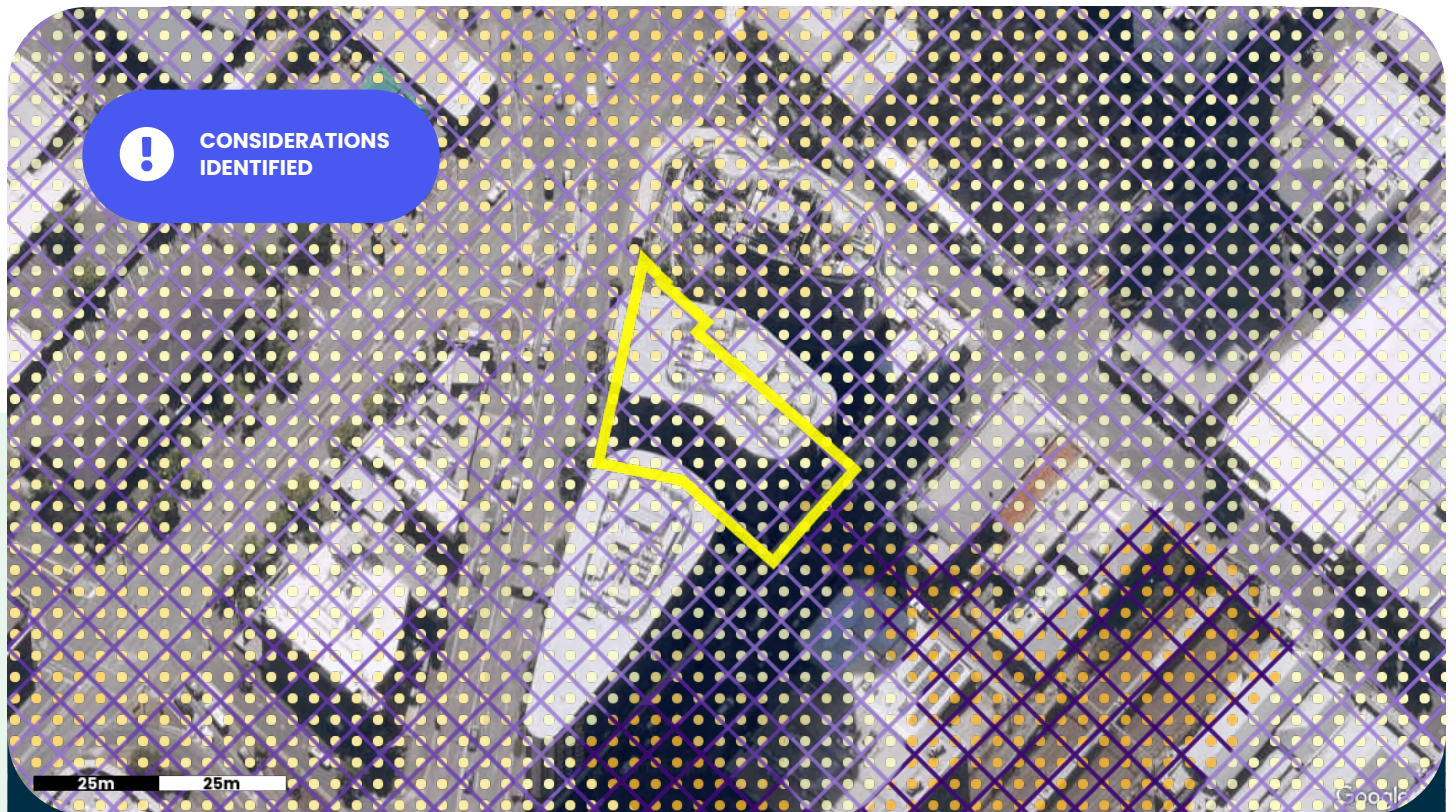
LEGEND

-  Selected Property
- Property Est. Fall: ~5m
-  Property High: ~18m
-  Property Low: ~13m



Noise

Is the property in a potential noise area?



Sources: Brisbane City Council, Department Of Transport And Main Roads

THINGS TO KNOW

Some properties may be located near uses that generate noise such as road, rail and airport traffic. These noise generating uses can cause some nuisance for the occupants of a building if it is loud and consistent. When building, extending or developing property in a noise affected area, you may be required to consider design features that reduce noise for the residents of the dwelling.

Common design features some local Councils may require include installing double glazing windows, noise attenuation doors and fences. You may wish to contact an acoustic engineer for more information.

Note: The map provided identifies noise based on government broad modelling assumptions and does not assess each site individually or any nearby sound barriers such as acoustic fences, buildings, vegetation, or earth mounds.

Questions to ask

- What is the significance of the noise impacts?
- How do noise impacts affect renovations, extensions or new builds?
- How can noise impacts be reduced through design?
- How might you confirm the noise levels and whether they are acceptable?

LEGEND

- Selected Property
- Very High Noise (Rail)
- High Noise (Rail)
- Mod. To High Noise (Rail)
- Moderate Noise (Rail)
- Mod. To Low Noise (Rail)
- Very High Noise Area (Council)
- High Noise Area (Council)
- High To Mod. Noise Area (Council)
- Moderate Noise Area (Council)
- Mod. To Low Noise Area (Council)

Water

Are there any water pipes nearby?



Sources: Urban Utilities

THINGS TO KNOW

Water mains carry potable water from water treatment facilities to properties to use for drinking, washing and watering of gardens. These mains are owned by Council or a local Service Authority. It is important to locate these pipes before you start any underground work, to avoid costly damage to the mains.

If you are planning to develop or renovate a property and the building work is close to or over water and sewer mains, you may be required to obtain approval from local Council or the Service Authority. You should also contact a surveyor or register professional to identify any underground services before commencing any work.




Note: The information provided identifies the location of large government maintained pipes only and does not identify all privately owned pipes that may exist underground. The location of pipes in relation to the aerial or satellite image provided may be skewed because of the angle the imagery is captured from.

The indicative pipe location is provided as a guide only and not relied upon solely before undertaking work.

Questions to ask

- Where is the water infrastructure located on the property?
- What impact might this have on renovations, extensions, new builds or redevelopment?
- What can be built over or near the identified water infrastructure?

LEGEND

-  Selected Property
-  Water Connection
-  Water Pipe

Sewer

Are there any sewer pipes nearby?



Sources: Urban Utilities

THINGS TO KNOW

Sewer mains carry wastewater away from properties to sewage treatment facilities. These mains are owned by Council or a local Service Authority. It is important to locate these pipes before you start any underground work, to avoid costly damage to the mains.

If you are planning to develop or renovate a property and the building work is close to or over water and sewer mains, you may be required to obtain approval from local Council or the Service Authority. You should also contact a surveyor or register professional to identify any underground services before commencing any work.





Note: The information provided identifies the location of large government maintained pipes only and does not identify all privately owned pipes that may exist underground. The location of pipes in relation to the aerial or satellite image provided may be skewed because of the angle the imagery is captured from.

The indicative pipe location is provided as a guide only and not relied upon solely before undertaking work.

Questions to ask

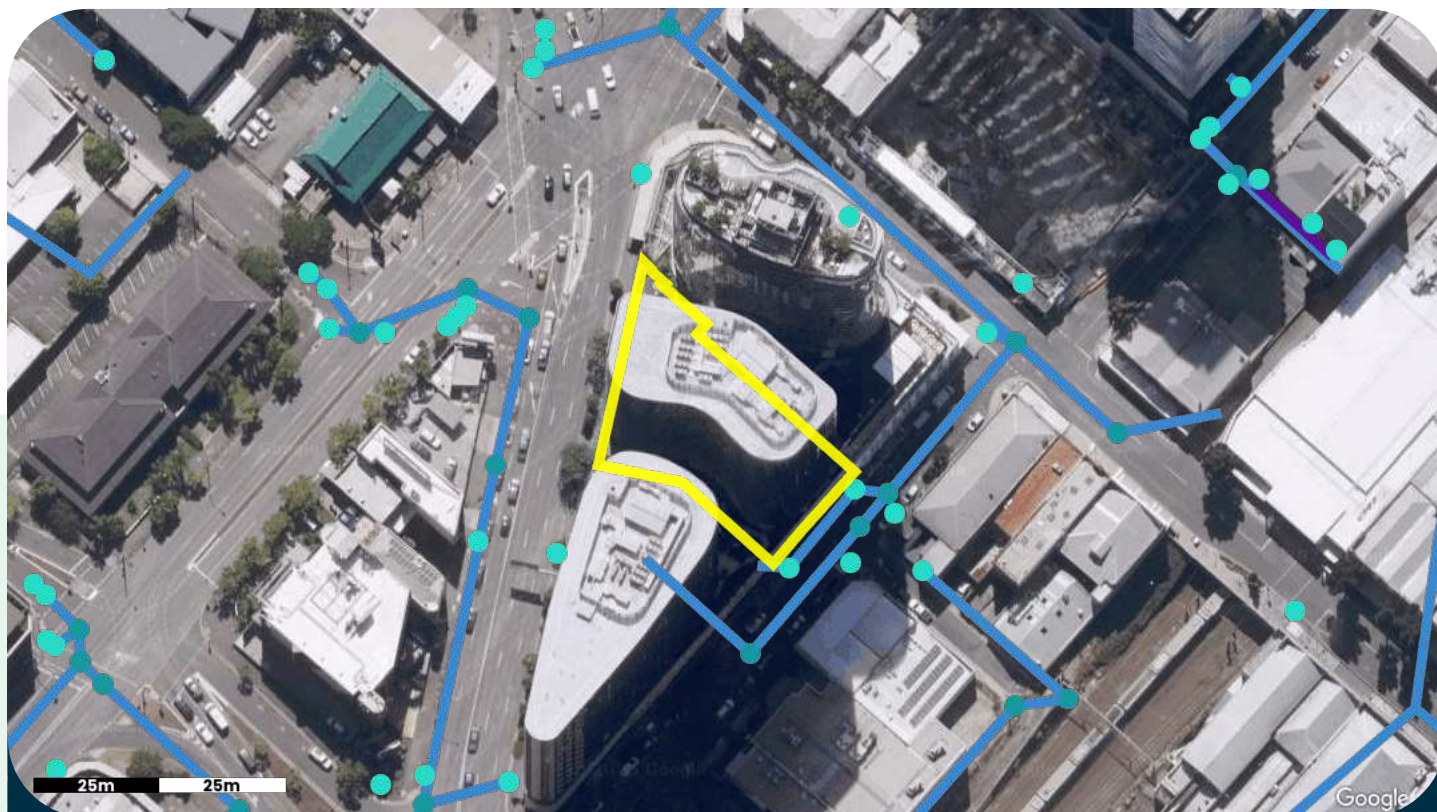
- Where is the sewer infrastructure located on the property?
- What impact might this have on renovations, extensions, new builds or redevelopment?
- What can be built over or near the identified sewer infrastructure?

LEGEND

-  Selected Property
-  Maintenance Structure
-  Sewer Connection
-  Sewer Pipe

Stormwater

Are there stormwater pipes on or near the property?



Sources: Brisbane City Council

THINGS TO KNOW

Council stormwater pipes collect piped roof water and surface water from a number of properties and direct flows away from buildings. These pipes are owned by Council and feed into large pipes which collect water from the street curb and channel.

You will need government approval to build over or near a large stormwater pipe. It is important to locate these pipes before digging to ensure they are not damaged. Please contact the local authority to access detailed plans that show the size and depth of pipes.






Note: The information provided identifies the location of large government maintained pipes only and does not identify all privately owned pipes that may exist underground.

The location of pipes in relation to the aerial or satellite image provided may be skewed because of the angle the imagery is captured from. The indicative pipe location is provided as a guide only and not relied upon solely before undertaking work.

Questions to ask

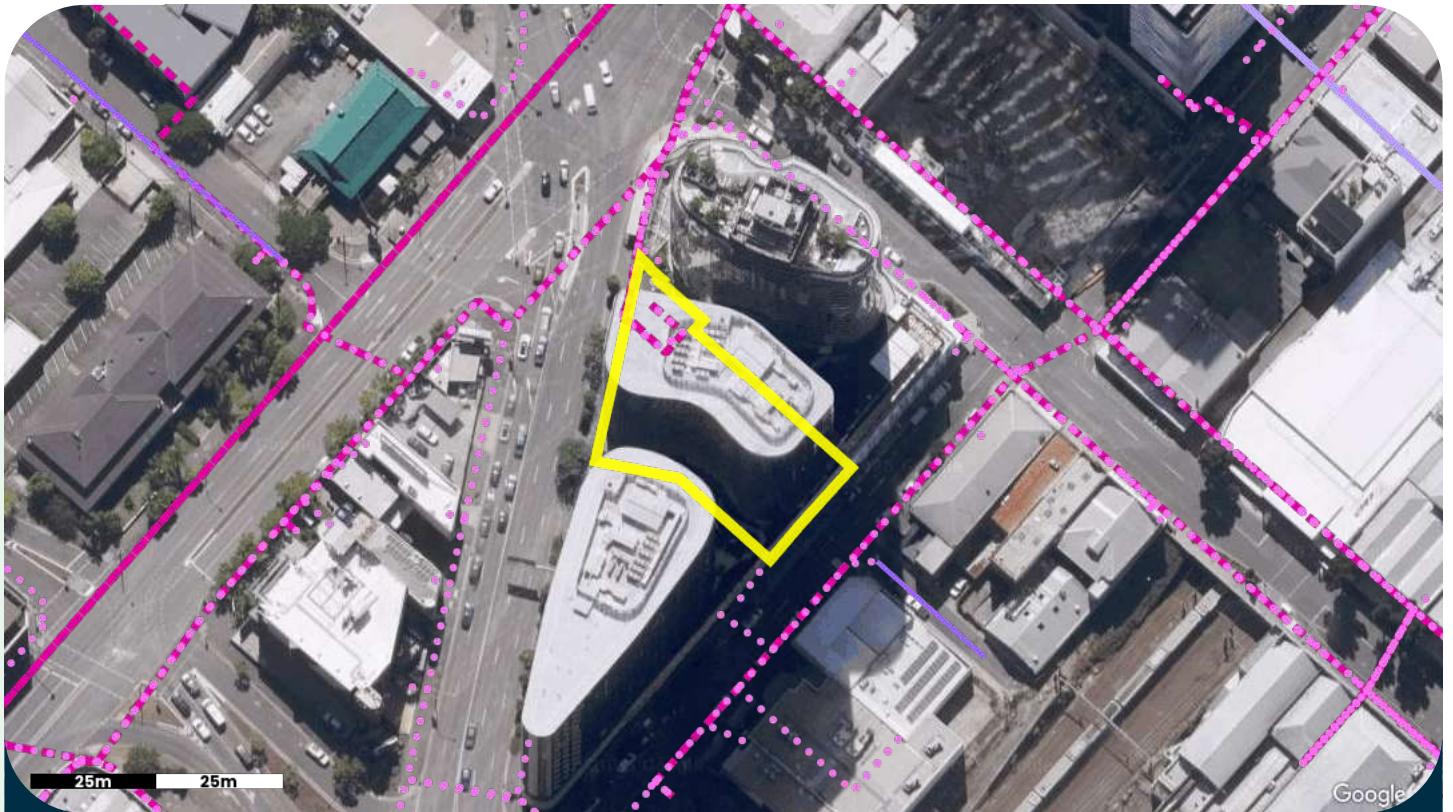
- Where is the stormwater infrastructure located on the property?
- Is there a lawful point of stormwater discharge available to the property?
- What impacts might this have on renovations, extensions, new builds or redevelopment?
- What can you build over or near the identified stormwater infrastructure?

LEGEND

-  Selected Property
-  Inlet Structure
-  Maintenance Structure
-  Stormwater Pipe Or Culvert
-  Surface Drain

Power

Are there any power lines on or near the property?



Sources: Energex, Geoscience Australia

THINGS TO KNOW






Power lines (overhead or underground) transmit electricity from power stations through cables to individual properties. It is important to locate these cables before digging or undertaking overhead work near power lines, to ensure they are not damaged or workers injured.

Note: The map provided identifies the general location of large power mains identified by the service authority. The location of cables and power lines in relation to the aerial or satellite image provided may be skewed because of the angle the imagery is captured from. The indicative cable location is provided as a guide only and not relied upon solely before undertaking work. Please contact the relevant Service Authority to find out further detailed information.

Questions to ask

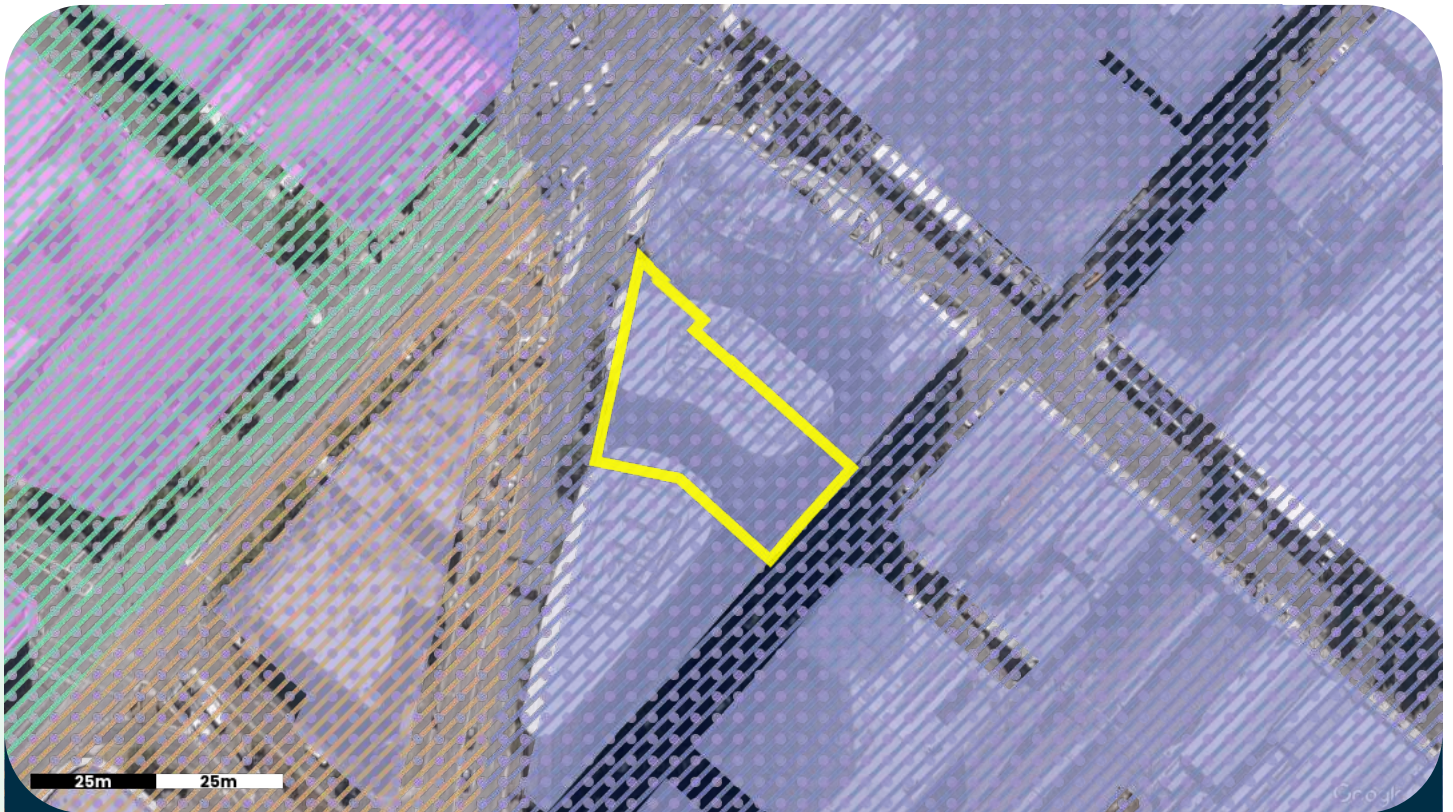
- Where is the power infrastructure located on the property?
- Is there an electricity connection available to the property?
- What impact might this have on renovations, extensions, new builds or redevelopment?

LEGEND

-  Selected Property
-  Overhead Power Line (LV)
-  Underground Hv Transmission Line
-  Underground Power Cable (HV)
-  Underground Power Cable (LV)

Zoning

What zone is my property?



Sources: Brisbane City Council

THINGS TO KNOW

Zoning helps organise cities and towns by dividing properties into specific land use types, such as commercial, residential, industrial, agricultural, and public-use. This structured approach prevents disorderly development, making cities and towns more livable, navigable, and attractive.

Zoning rules determine how land can be used and developed, including identifying desirable developments like townhouses or apartment units near public transport. Zoning may also impose restrictions on building heights to preserve local neighbourhood views.










Local area plans provide even more specific details to protect an area's unique character or encourage growth in suitable places. These plans can modify zoning rules and influence development possibilities, supporting economic growth, preserving local identity, providing open spaces, and improving transport routes.

Note: To determine the development possibilities for your property, it's essential to review the planning documents provided by local authorities, contact directly, or consult with a practising town planner.

Questions to ask

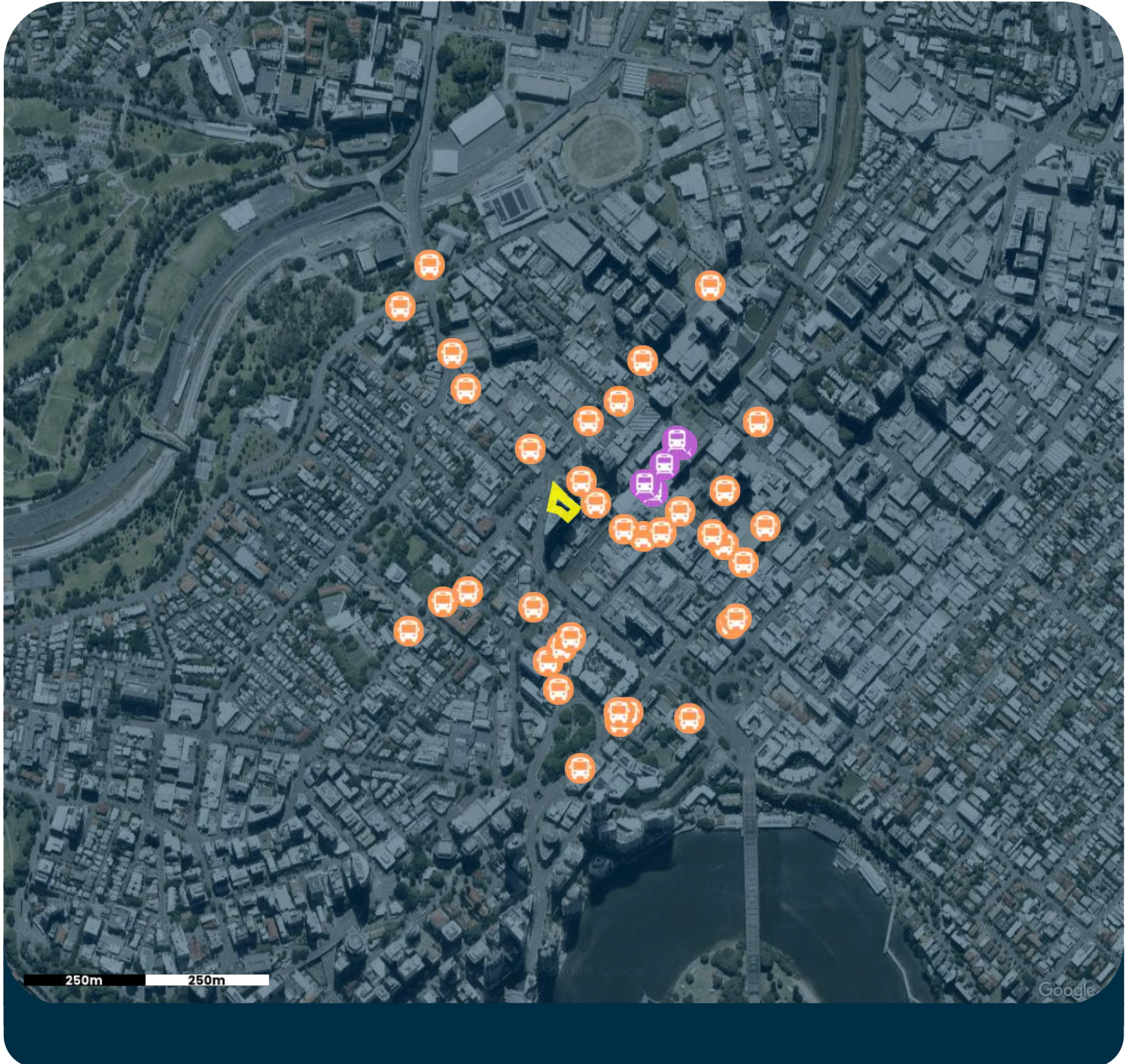
- What does the zoning and local plan mean for the property?
- What land uses are suitable for the applicable zone and/or local plan?

LEGEND

-  Selected Property
-  Fortitude Valley Neighbourhood Plan
-  Gotha Street Npp-001
-  Mixed Use (Inner City)
-  Open Space (Local)
-  Principal Centre (City Centre)
-  Spring Hill East Npp-004
-  Spring Hill Neighbourhood Plan
-  Valley Heart Npp-002

Public Transport

Is there any public transport stops nearby?



LEGEND

 Selected Property

 Train Station

 Bus Stop

Boundary

View your property boundaries



LEGEND

Selected Property

YOUR DIGITAL COPY

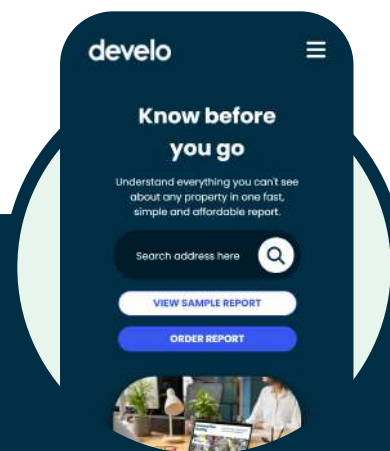


ce101a

WHO ELSE COULD USE THIS REPORT

- ✓ Your mortgage broker and bank
- ✓ Your building and pest inspector
- ✓ Your conveyancing solicitor
- ✓ Your building professional consultant. eg. architect, designer and builder.

All the searches provided in this report are supplied by different regulatory bodies and are not the ownership of Develo Pty Ltd. This report is a guide only and our intention is to help you become aware of the common requirements which may apply to a property. Develo does not take responsibility for the accuracy of the information supplied (e.g scale of maps and distances from services). We strongly encourage you to seek advice from a professional building certifier, town planner or Council if you are intending to develop, renovate or build as Council may have further planning and building requirements.



Ordering your property report has never been easier.

develo.com.au

FOLLOW US

   @developropertyreports

develo



Department of the Environment, Tourism, Science and Innovation (DETSI)
ABN 46 640 294 485
GPO Box 2454, Brisbane QLD 4001, AUSTRALIA
www.detsi.qld.gov.au

SEARCH RESPONSE
ENVIRONMENTAL MANAGEMENT REGISTER (EMR)
CONTAMINATED LAND REGISTER (CLR)

Infotrack Pty Ltd
PO Box 10314
BRISBANE QLD 4000

Transaction ID: 51027086 EMR Site Id: 179582 24 July 2025
Cheque Number:
Client Reference:

This response relates to a search request received for the site:

Lot: 21312 Plan: SP271999
1812/167 ALFRED ST
FORTITUDE VALLEY

EMR RESULT

The above site is NOT included on the Environmental Management Register.

CLR RESULT

The above site is NOT included on the Contaminated Land Register.

ADDITIONAL ADVICE

All search responses include particulars of land listed in the EMR/CLR when the search was generated.
The EMR/CLR does NOT include:-

1. land which is contaminated land (or a complete list of contamination) if DETSI has not been notified
2. land on which a notifiable activity is being or has been undertaken (or a complete list of activities) if DETSI has not been notified

If you have any queries in relation to this search please email emr.clr.registry@detsi.qld.gov.au

Administering Authority

Department of Transport and Main Roads

Property Search - Advice to Applicant

Property Search reference **902471**

Date: 24/07/2025

Search Request reference: **168414242**

Applicant details

Applicant: SearchX Ltd
orders@search-x.com.au

Buyer: SearchX Pty Ltd

Search response:

Your request for a property search on Lot 21312 on Plan SP271999 at Unit 1812 167 Alfred St, Fortitude Valley Qld 4006 has been processed.

At this point in time the Department of Transport and Main Roads has no land requirement from the specified property.

Note:

1. Development proposed on this property may require approval under the Planning Act. This may include referral to the State Assessment and Referral Agency for assessment of the impacts to state transport corridors and infrastructure.
2. New or changed access between this property and a state transport corridor will require approval under the Transport Infrastructure Act.
3. To see what other State Government planning has been identified in your area, please refer to the online DA Mapping system. Refer to the State Transport interests under the SARA layers to identify what interests TMR has in your locality.
< <https://planning.dsdmip.qld.gov.au/maps/sara-da>>
4. Any properties located in proximity to a current or future State transport corridor may be affected by noise. For existing corridors, refer to the online SPP interactive mapping system. Select the Information Purposes and refer to the Transport Infrastructure. If the property is located in a mandatory transport noise corridor then Mandatory Part 4.4 of the Queensland Development Code will apply.
< <https://planning.dsdmip.qld.gov.au/maps/spp>>

Disclaimer:

Any information supplied by this Department of Transport and Main Roads' (TMR) property search is provided on the basis that you will use your own judgement to independently evaluate, assess and verify the information's completeness, suitability, purpose and usefulness.

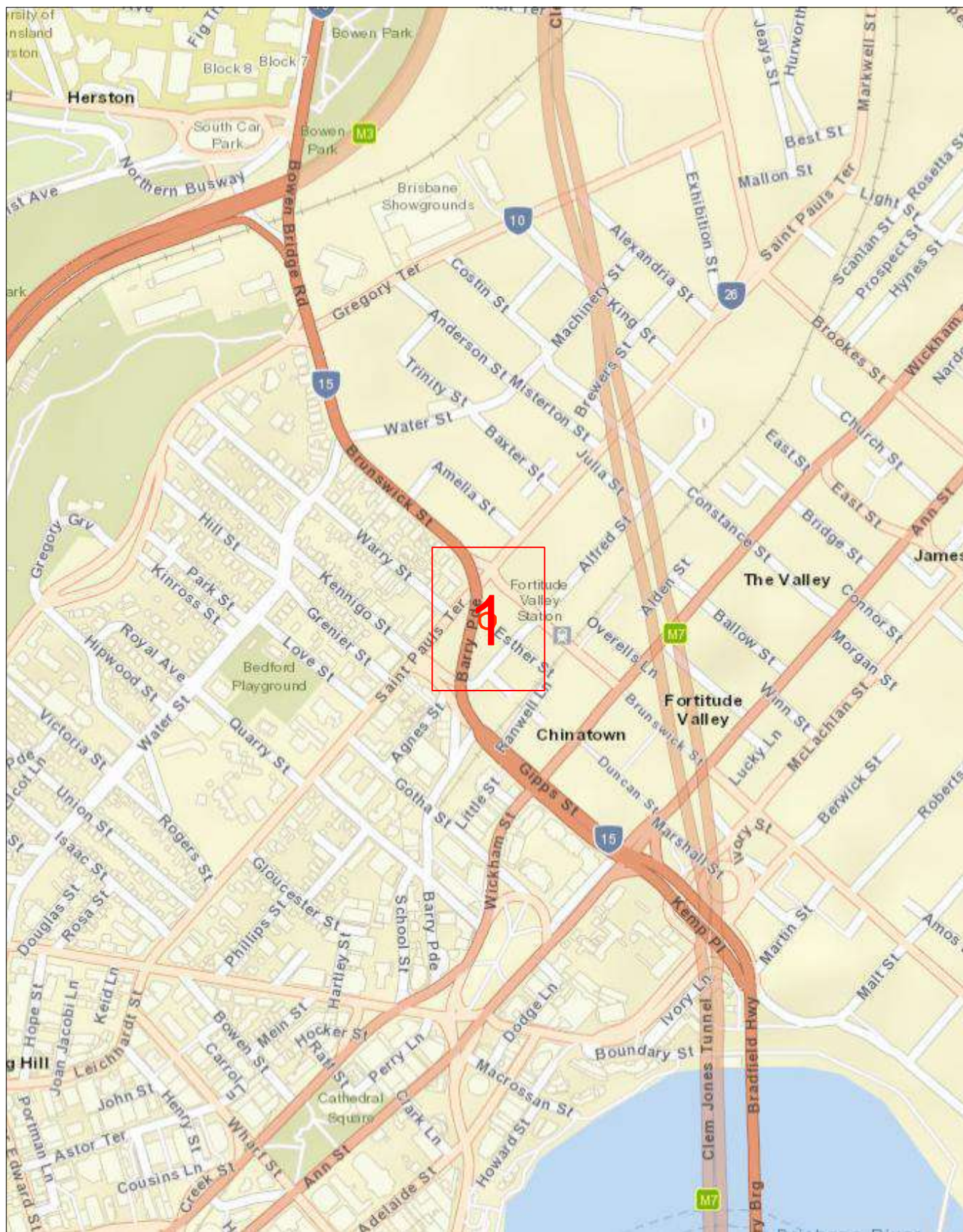
Without limitation, TMR is under no liability for any negligence, claim, loss or damage (including consequential or indirect loss or lost time, profits, savings, contracts, revenue, interest, business opportunities, goodwill or damage to reputation) however caused (whether by negligence or otherwise) that may be suffered or incurred or that may arise directly or indirectly out of any act or omission on its part in connection with the use and reliance upon, and the provision of this property search, including loss or damage caused by any delays in providing this property search to the party who requested the information or any errors, misdescriptions, incompleteness and inaccuracies in the information. TMR excludes all warranties, representations, terms, conditions and undertaking in respect of the completeness, quality, accuracy, suitability or fitness of the information contained in this property search for your purpose. You acknowledge that the information provided is indicative only and may be subject to change.

Privacy Statement:

The personal information collected on this property search is required to enable TMR to communicate with you regarding your enquiry. The information recorded will not be disclosed to a third party without your consent or unless required or authorised to do so by law.

Site 167a Alfred Street
Address: Fortitude Valley
QLD 4006

Sequence 258458793
Number:



Scale 1: 6000

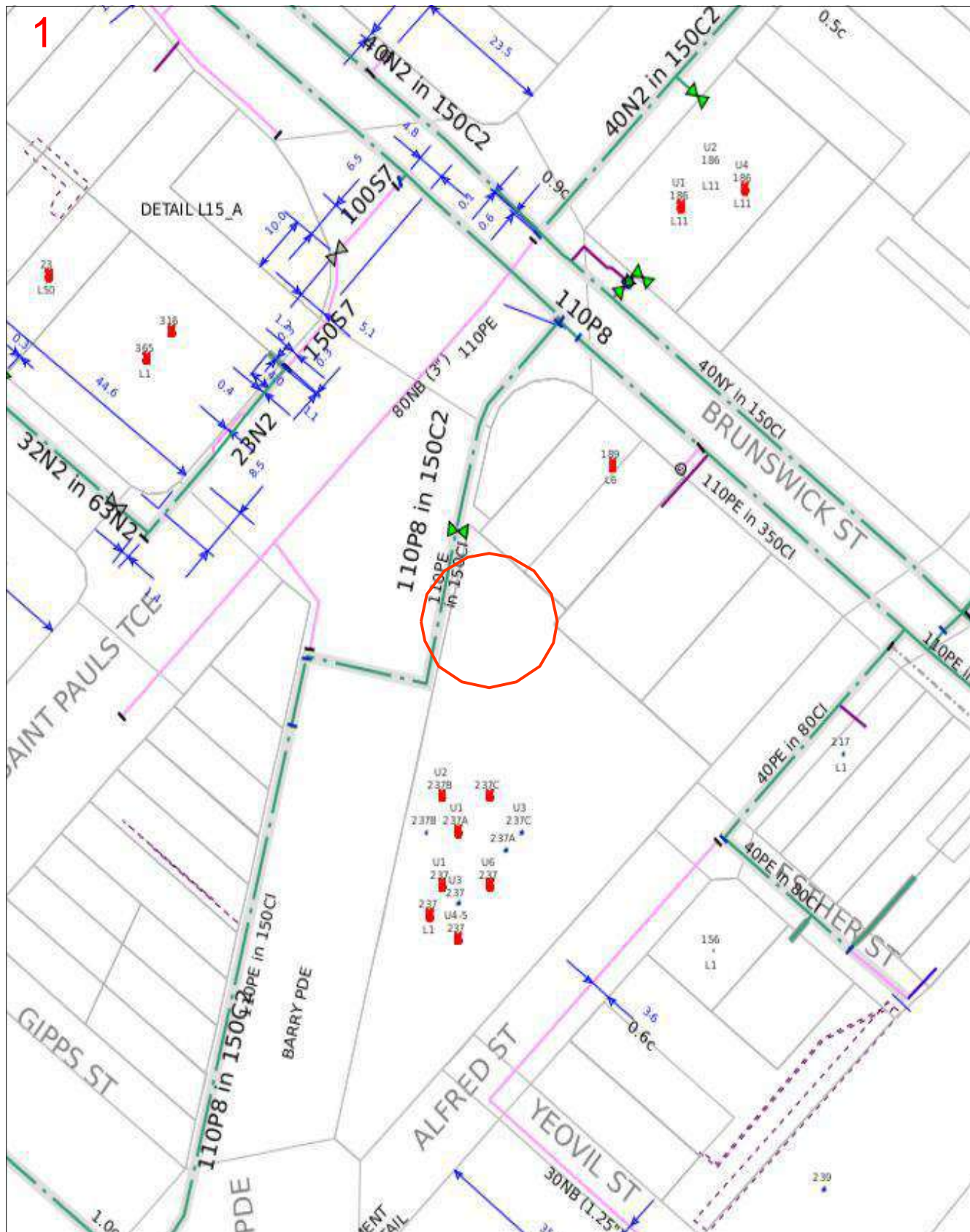
Map Sources: Esri, Garmin, HERE, FAO, NOAA, USGS,
© OpenStreetMap contributors, and the GIS User Community



Enquiry Area

Map Key Area





Scale 1: 700

Map Sources: Esri, Garmin, HERE, FAO, NOAA, USGS,
© OpenStreetMap contributors, and the GIS User Community



Enquiry Area

Map Key Area

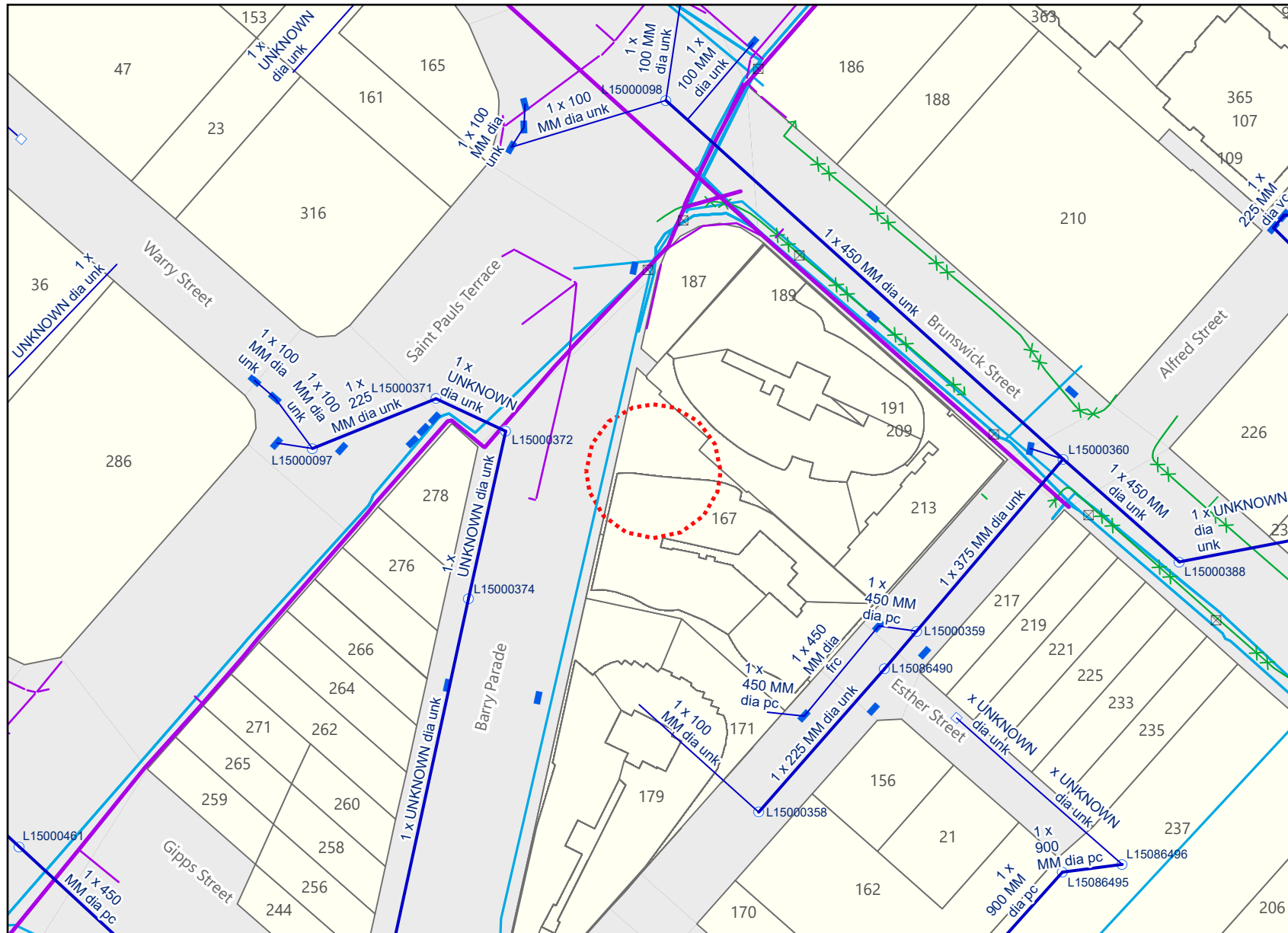


Legend

Pipe	Pipe code and material	Object
Low pressure	C* (for example, C2) Cast iron	Valve
Medium pressure	CU Copper	Buried valve
High pressure	N2 Nylon	Regulator
Transmission pressure	P* Polyethylene (PE)	Gas supplied = yes
Critical main (behind pipe)	P3 Polyvinyl chloride (PVC)	CP rectifier terminal
Proposed (pressure by colour)	P6, P7, P9–P12 Medium density PE	CP test station
LPG (pressure by colour)	P2, P4, P8 High density PE	CP anode
Hydrogen blended (pressure by colour)	S* Steel	CP bond wire
Abandoned	W2 Wrought galv iron	Syphon
Idle/inactive	W3 PE coat wrought galv iron	Trace wire point
Sleeve		
Casing (behind pipe)		
Area	Abbreviation	
BYDA area of interest	BoK Back of kerb	FoK Front of kerb
	C Depth of cover	Galv Galvanized
	CP Cathodic protection	NTI Not tied in
Example		
Pipe 40P6 in 80C2 40 mm high pressure medium density poly in an 80 mm cast iron casing 63S8 63 mm medium pressure steel	Pipe code Pipe diameter in millimetres is shown before pipe code. 40P6 = 40 mm nominal diameter	This map was created in colour and should be printed in colour



Job # 50739074
Seq # 258458787
Provider: Brisbane City Council
Telephone: (07) 3403 8888



Legend

BYDA Enquiry

Stormwater Network

- Stormwater Drain
- Stormwater Gully / Roofwater Connection
- Stormwater Maintenance Hole
- Stormwater Roofwater Pit
- Stormwater Gully Pit
- Pipe End Outlet

BCC Cable Network

- Fibre Optic Pit Location
- Traffic System Cable
- Traffic Signal Ducting
- Traffic Light Conduit
- Fibre Optic Cable Location

Disclaimer:
© Brisbane City Council [2020]
In consideration of Council, and the copyright owners listed below, permitting the use of this data, you acknowledge and agree that Council, and the copyright owners, give no warranty in relation to the data (including accuracy, reliability, completeness, currency or suitability) and accept no liability (including without limitation, liability in negligence) for any loss, damage or costs (including consequential damage), relating to any use of this data.
Data must not be used for direct marketing or be used in breach of the privacy laws.

Copyright of data is as follows:
Cadastre and Street Names © 2020 State of Queensland (Department of Natural Resources, Mines and Energy)

Caution: This map may contain the locations of abandoned underground asbestos pipes. Council gives no warranty to the completeness or accuracy of these records. Appropriate care needs to be taken in all cases.

All underground cables shall be treated as being energised. Where a cable is located that is not represented on the ENERGEX BYDA map, then ENERGEX shall be contacted immediately.

For Emergency Situations
Please Call 13 19 62



BYDA

Sequence: 258458788
Date: 24/07/2025
Scale: 1:500
Tile No: **Tile No: 1**

**CAUTION - HIGH
VOLTAGE**

LEGEND

- Substation
- Cable Marker
- Pit
- Pole
- Pillar
- LV Cable (up to 1kV)
- HV Cable (1kV - <33kV)
- HV Cable (33kV and over)
- Pit Boundary
- Planned Work Area

AS5488 Category "D" Plan








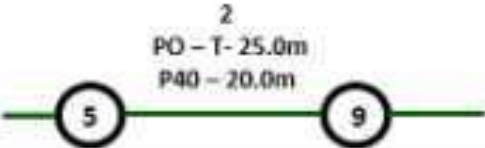






DISCLAIMER: While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither Energex nor Pelican Corp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in it or the completeness or accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.

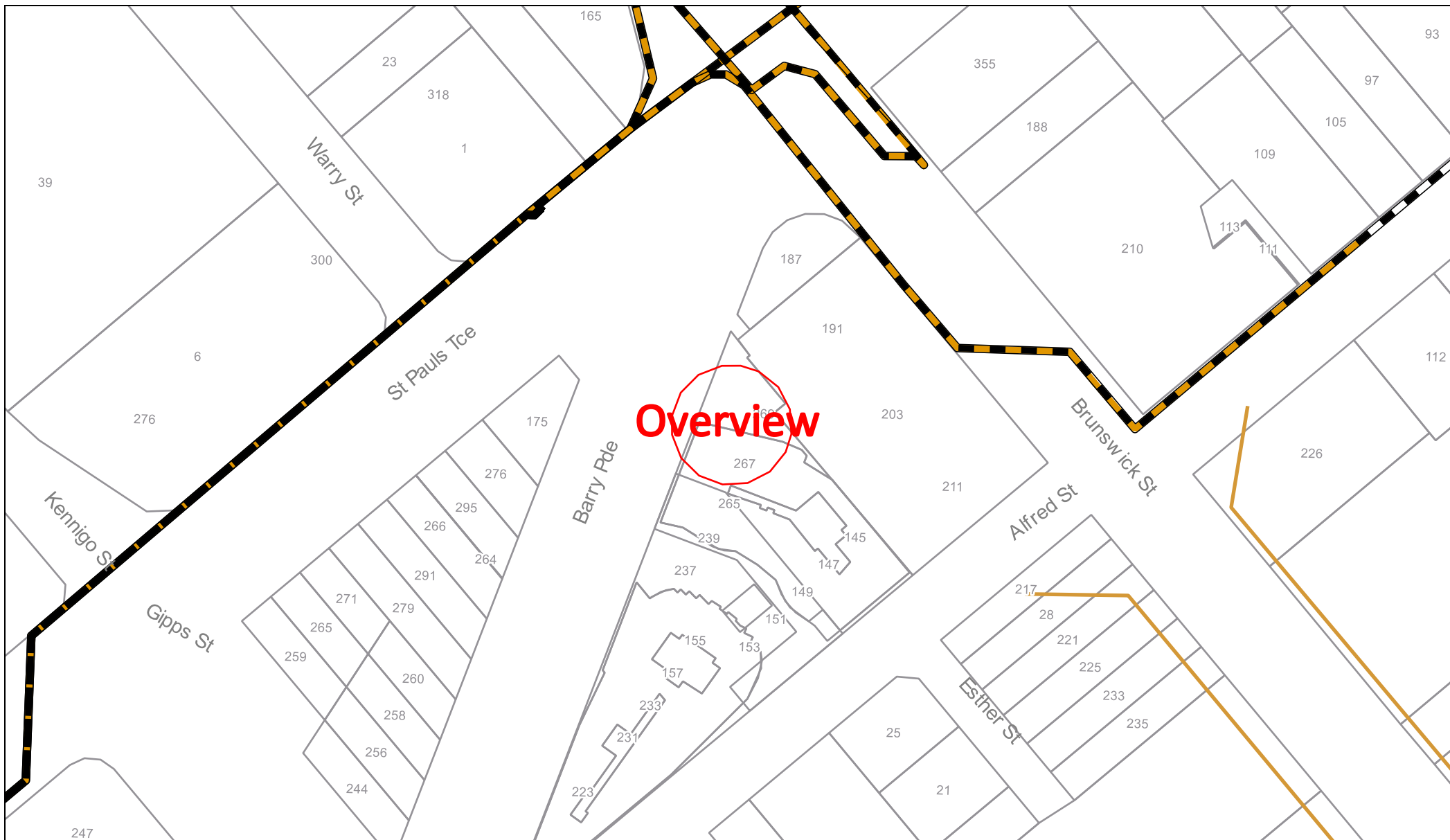
This output provides details of the ENERGEX electrical network. As variations may exist no responsibility is incurred by ENERGEX for the accuracy or completeness of the information provided. Exact positions of cables and electrical connectivity should be confirmed on site.



LEGEND



	Parcel and the location
	Pit with size "5"
	Power Pit with size "2E". Valid PIT Size: e.g. 2E, 5E, 6E, 8E, 9E, E, null.
	Manhole
	Pillar
	<p>Cable count of trench is 2.</p> <p>One "Other size" PVC conduit (PO) owned by Telstra (-T-), between pits of sizes, "5" and "9" are 25.0m apart.</p> <p>One 40mm PVC conduit (P40) owned by NBN, between pits of sizes, "5" and "9" are 20.0m apart.</p>
	2 Direct buried cables between pits of sizes, "5" and "9" are 10.0m apart.
	Trench containing any INSERVICE/CONSTRUCTED (Copper/RF/Fibre) cables.
	Trench containing only DESIGNED/PLANNED (Copper/RF/Fibre/Power) cables.
	Trench containing any INSERVICE/CONSTRUCTED (Power) cables.
	Road and the street name "Broadway ST"
<p>Scale</p>	<p>0 20 40 60 Meters</p> <p>1:2000</p> <p>1 cm equals 20 m</p> 



Sequence Number: 258458784

Date: 24/07/2025

DISCLAIMER: THIS DRAWING SHOULD NOT BE SCALED TO LOCATE CABLES. NO WARRANTY IS GIVEN THAT THE INFORMATION IS ACCURATE OR COMPLETE. IF YOU REQUIRE INFORMATION REGARDING LOCATING THE CABLE PLEASE CALL NEXTGEN. THIS DOCUMENT HAS BEEN PREPARED SOLELY FOR DIAL BEFORE YOU DIG USE. THIS PLAN CONTAINS COMMERCIAL SENSITIVE INFORMATION AND IS TO BE TREATED ACCORDINGLY. NO SUCH INFORMATION IS TO BE PASSED ONTO OTHER PARTIES WITHOUT WRITTEN CONSENT FROM NEXTGEN PTY LTD.



LEGEND

Digsite



Assets



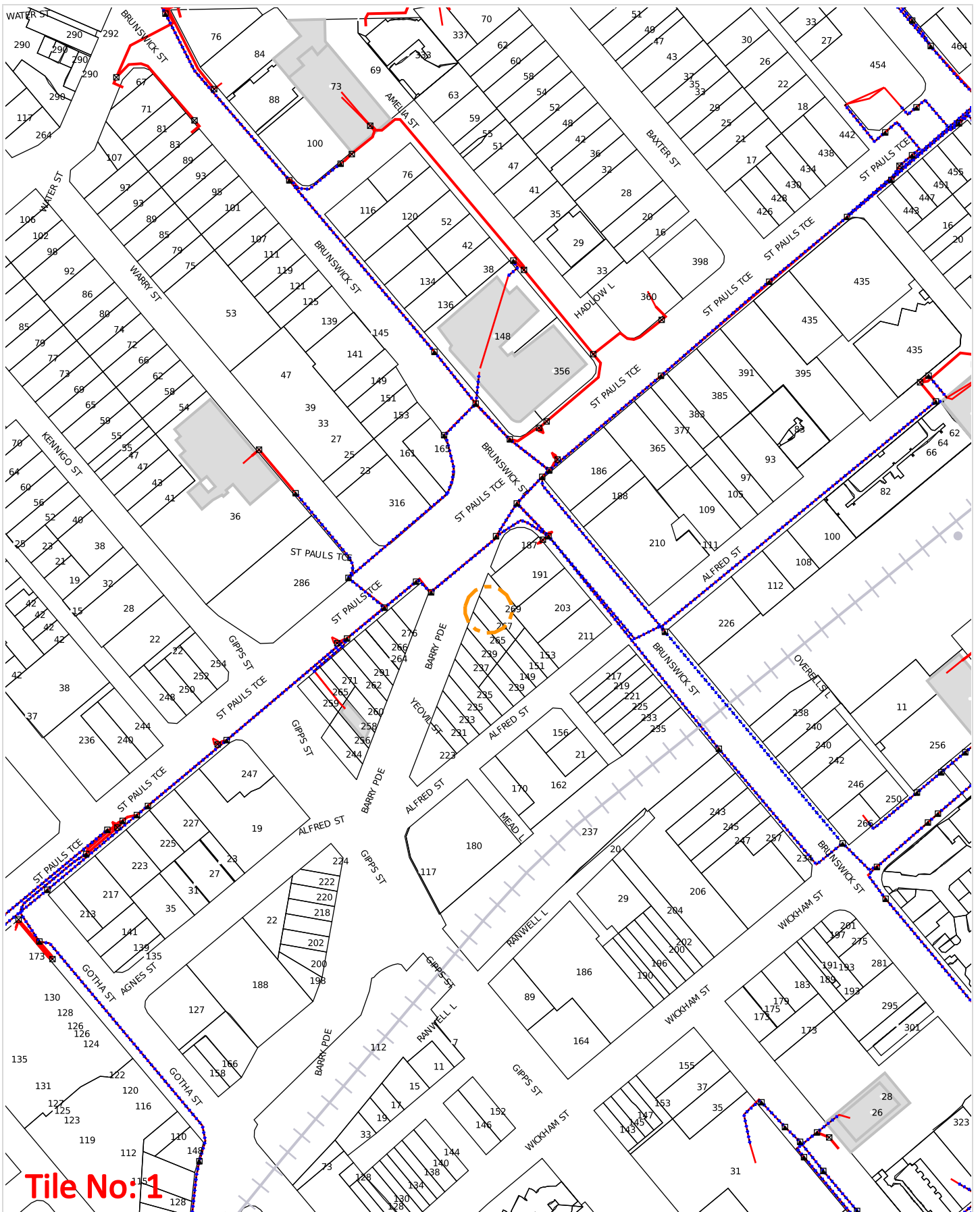
Cable



3rd Party Duct



Marker Post



WARNING: This document is confidential and may also be privileged. Confidentiality nor privilege is not waived or destroyed by virtue of it being transmitted to an incorrect addressee. Unauthorised use of the contents is therefore strictly prohibited. Any information contained in this document that has been extracted from our records is believed to be accurate, but no responsibility is assumed for any error or omission. Optus Plans and information supplied are valid for 30 days from the date of issue. If this timeline has elapsed, please raise a new enquiry.

Sequence Number: 258458783

Date Generated: 24 Jul 2025



For all Optus DBYD plan enquiries –
Email: Fibre.Locations@optus.net.au
For urgent onsite assistance contact 1800 505 777
Optus Limited ACN 052 833 208





Tile No: 1

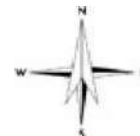
Uecomm Underground Cable

Scale: 1:2500

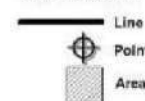
Printed on: 24 Jul 2025

Sequence Number: 258458783

Location: 167a Alfred Street, Fortitude Valley, QLD 4006



Job Location



Underground Asset



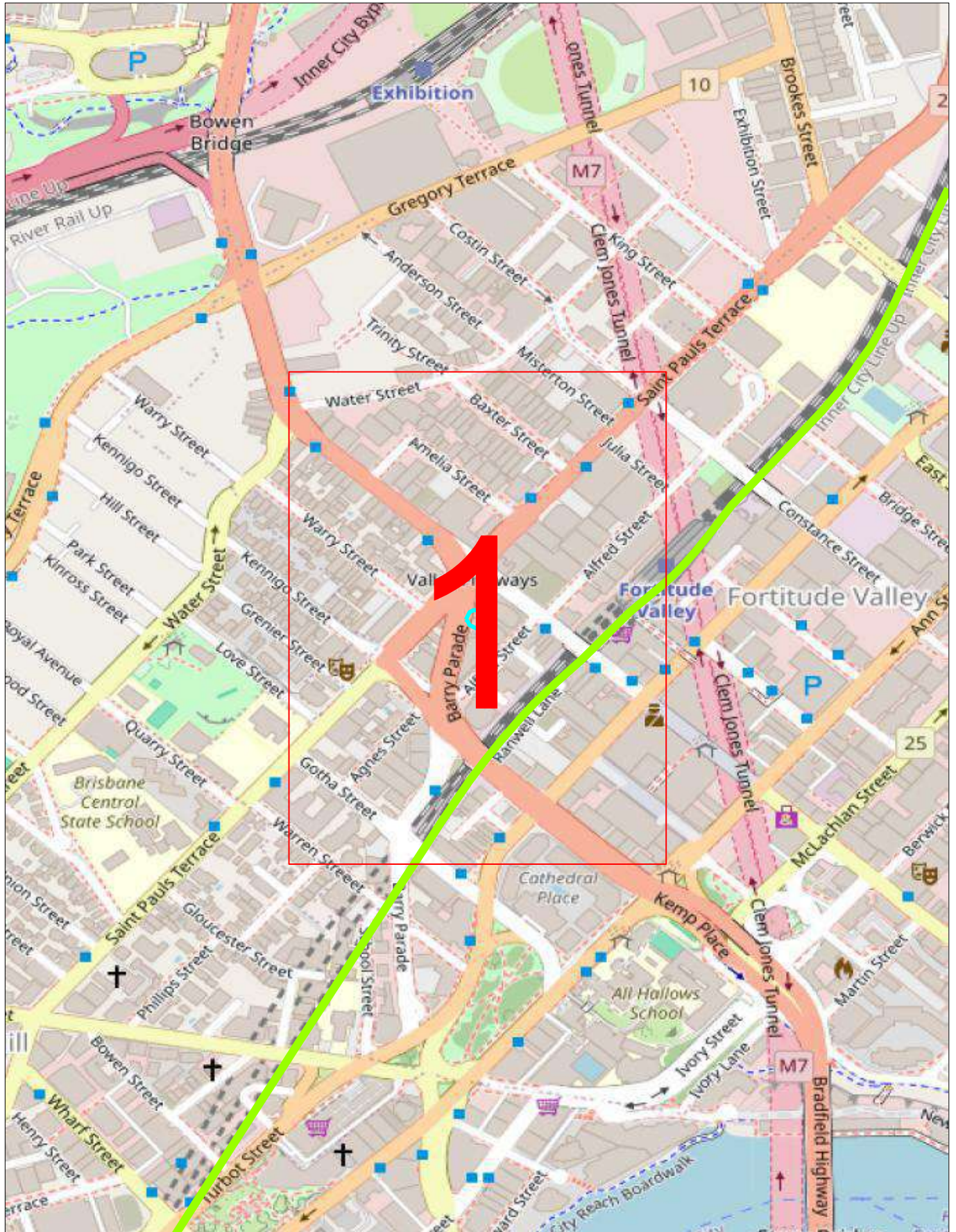
This document is confidential and may also be privileged, and neither confidentiality nor privilege is waived lost or destroyed by virtue of it being transmitted to an incorrect addressee. Unauthorised use of the contents is therefore strictly prohibited. Any information contained in this document that has been extracted from our records is believed to be accurate, but no responsibility is assumed for any error or omission.



Overview Map

Enquiry No: 258458791

167a Alfred Street Fortitude Valley



Powerlink Queensland makes every effort that the information contained on this map is up to date and correct but accepts no responsibility for this information.

The information is provided as a guide only. For up to date and specific information you should contact our Virginia office on (07) 3866 1313.



LEGEND:

0 0.05km

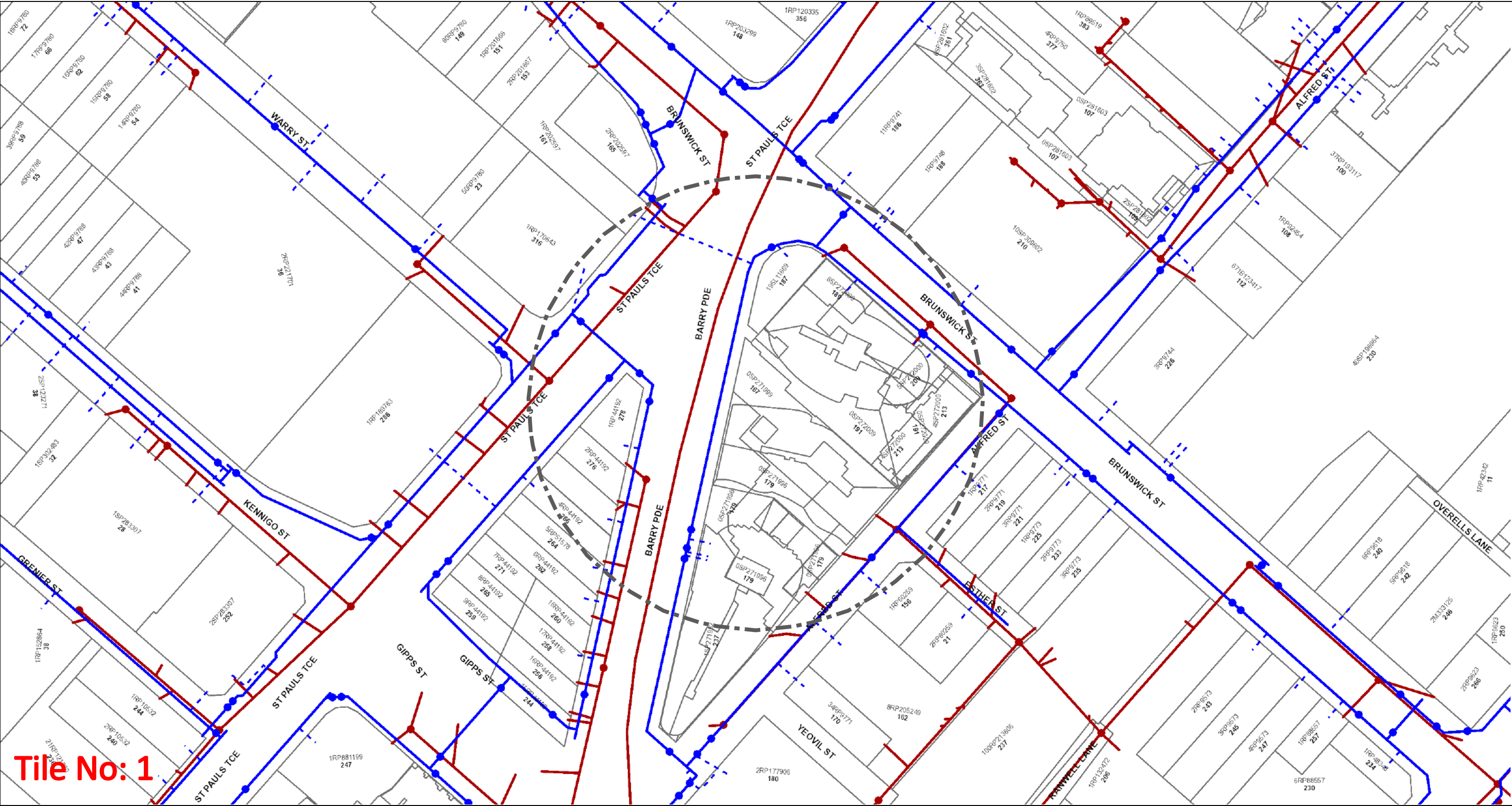
Imagery sourced from Open StreetMaps


- | | |
|---|---|
| 1 Detail Map Area | — High Voltage Cable |
| Powerlink Substation | — Pilot Cable |
| Other Substation | — Optic Fibre |
| Possible Comms | — Decommissioned |

Affected BYDA Work Area Symbols



Urban Utilities - Water, Recycled Water and Sewer Infrastructure





Before You Dig Australia- Urban Utilities Water, Recycled Water and Sewer Infrastructure

BYDA Reference No: 258458790

Date BYDA Ref Received: 24/07/2025
Date BYDA Job to Commence: 24/07/2025
Date BYDA Map Produced: 23/07/2025

This Map is valid for 30 days Produced By: Urban Utilities

Sewer	Water	Recycled Water
● Infrastructure	● Infrastructure	● Infrastructure
● Major Infrastructure	● Major Infrastructure	● Major Infrastructure
— Network Pipelines	— Network Pipelines	— Network Pipelines
▨ Network Structures	▨ Network Structures	▨ Network Structures
	--- Water Service (Indicative only)	

While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither Urban Utilities nor PelicanCorp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in it or the completeness or accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.

The plans are indicative and approximate only and provided without warranties of any kind, express or implied including in relation to accuracy, completeness, correctness, currency or fitness for purpose.

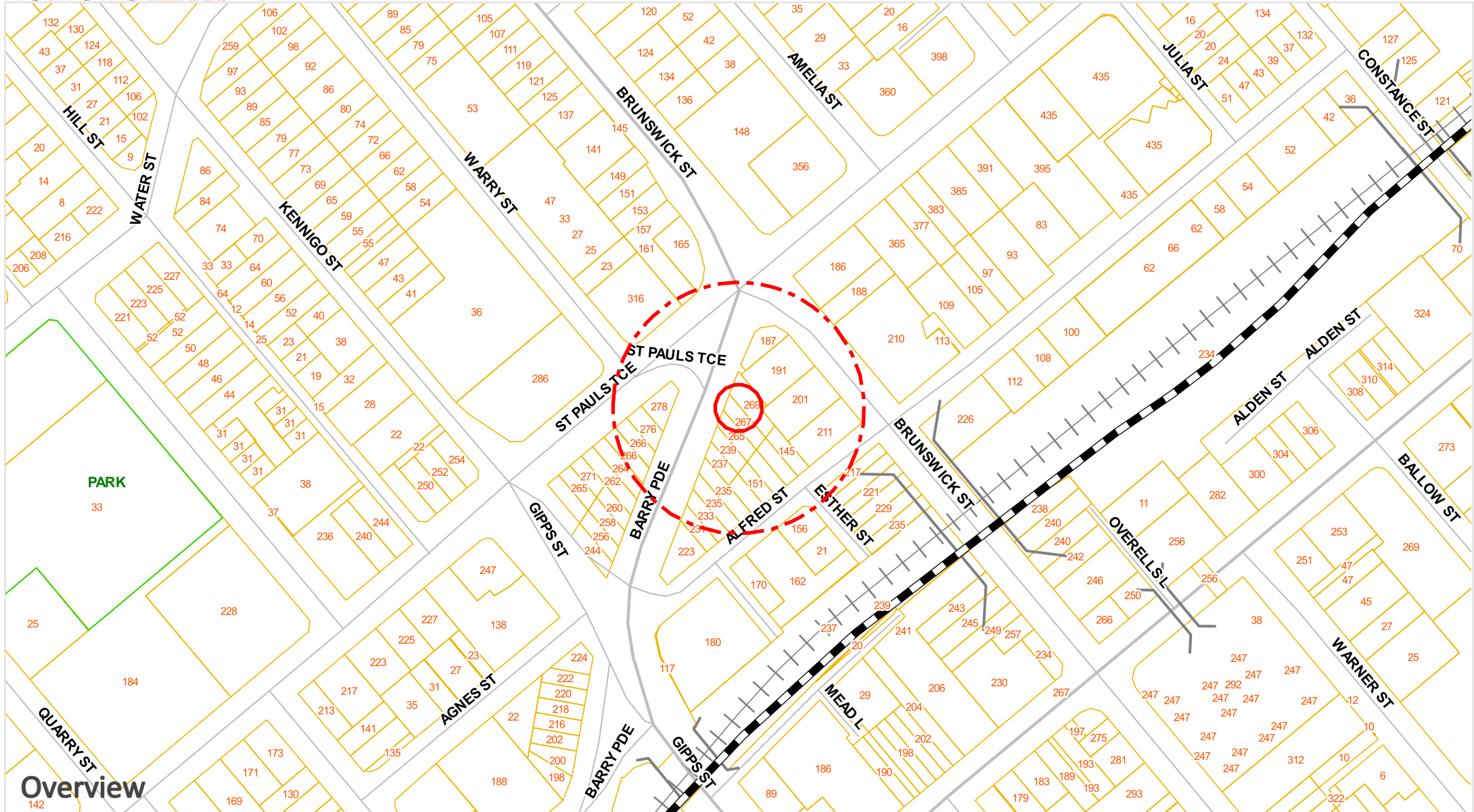
Urban Utilities takes no responsibility and accepts no liability for any loss, damage, costs or liability that may be incurred by any person acting in reliance on the information provided on the plans.

This plan should be used as guide only. Any dimensions should be confirmed on site by the relevant authority.

Based on or contains data provided by the State of Queensland (Department of Natural Resources and Mines) [2020]. In consideration of the State permitting the use of this data you acknowledge and agree that the State gives no warranty in relation to the data (including accuracy, liability in negligence) for any loss, damage or costs (including consequential damage) relating to any use of the data. Data must not be used for direct marketing or be used in breach of the privacy laws. © State of Queensland Department of Natural Resources and Mines [2020]

For further information, please call Urban Utilities on 13 26 57 (8am-6pm weekdays). Faults and emergencies 13 23 64 (24/7).
www.urbanutilities.com.au

ABN 86 673 835 011



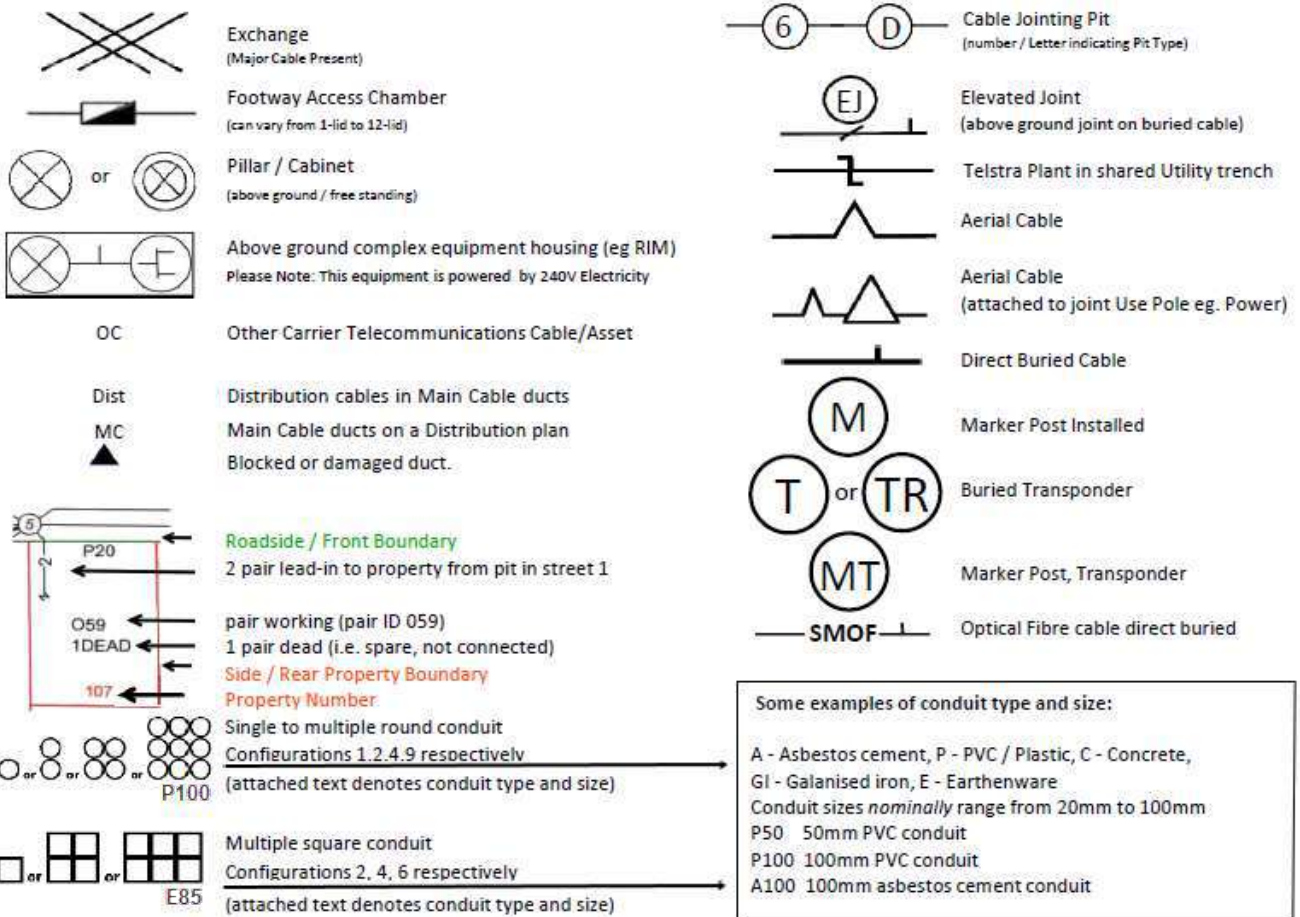
Legend | Scale: 1:2500



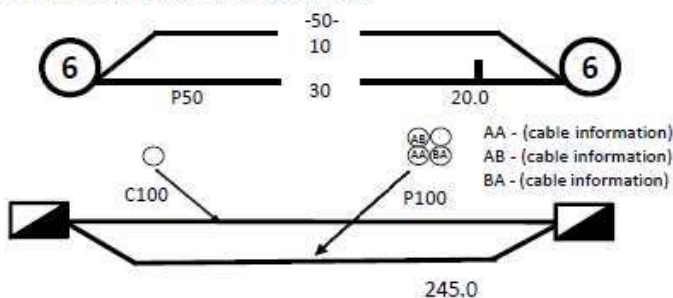
Cable

DISCLAIMER: While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither Visionstream or PelicanCorp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in it or the completeness or accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.

LEGEND



Some Examples of how to read Telstra Plans



One 50mm PVC conduit (P50) containing a 50-pair and a 10-pair cable between two 6-pits, approximately 20.0m apart, with a direct buried 30-pair cable along the same route

Two separate conduit runs between two footway access chambers (manholes) approximately 245m apart. A nest of four 100mm PVC conduits (P100) containing assorted cables in three ducts (one being empty) and one empty 100mm concrete duct (C100) along


Protect our Network:

by maintaining the following distances from our assets:

- 1.0m Mechanical Excavators, Farm Ploughing, Tree Removal
- 500mm Vibrating Plate or Wacker Packer Compactor
- 600mm Heavy Vehicle Traffic (over 3 tonnes) not to be driven across Telstra ducts or plant.
- 1.0m Jackhammers/Pneumatic Breakers
- 2.0m Boring Equipment (in-line, horizontal and vertical)

For more info contact a [CERTLOC Certified Locating Organisation \(CLO\)](#) or Telstra Location Intelligence Team 1800 653 935

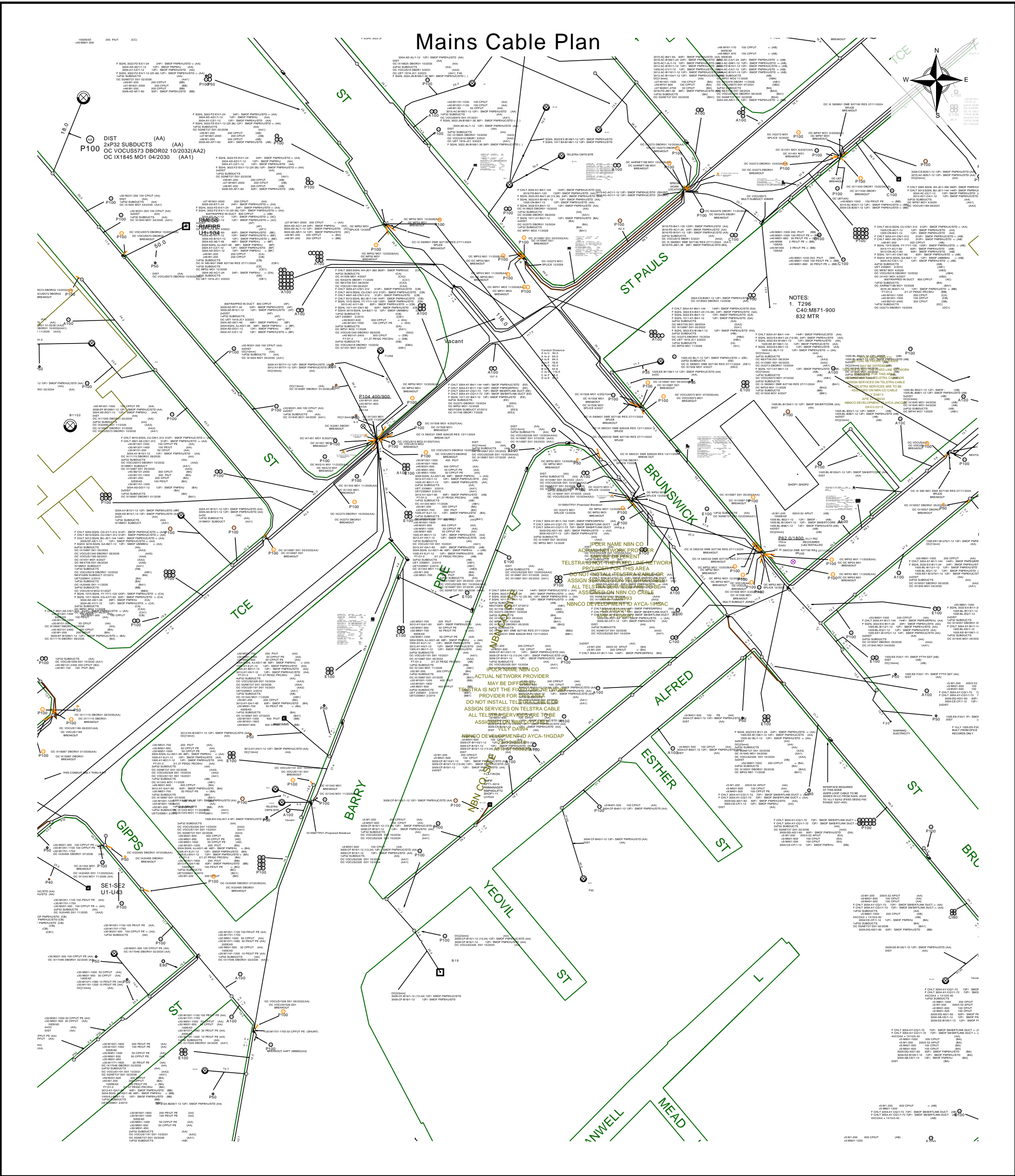



	<p>Report Damage: https://service.telstra.com.au/customer/general/forms/report-damage-to-telstra/ Ph - 13 22 03 Email - Telstra.Plans@team.telstra.com Planned Services - ph 1800 653 935 (AEST bus hrs only) General Enquiries</p>	<p>Sequence Number: 258458789</p>
<p>TELSTRA LIMITED A.C.N. 086 174 781 Generated On 24/07/2025 12:28:42</p>		<p>CAUTION: Fibre optic and/ or major network present in plot area. Please read the Duty of Care and contact Telstra Plan Services should you require any assistance.</p>

The above plan must be viewed in conjunction with the Mains Cable Plan on the following page

WARNING
Telstra plans and location information conform to Quality Level "D" of the Australian Standard AS 5488-Classification of Subsurface Utility Information. As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D. Refer to AS 5488 for further details. The exact position of Telstra assets can only be validated by physically exposing it. Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy. Further on site investigation is required to validate the exact location of Telstra plant prior to commencing construction work. A Certified Locating Organisation is an essential part of the process to validate the exact location of Telstra assets and to ensure the asset is protected during construction works.

See the Steps- Telstra Duty of Care that was provided in the email response.



	Report Damage: https://service.telstra.com.au/customer/general/forms/report-damage-to-telstra/ Ph - 13 22 03 Email - Telstra.Plans@team.telstra.com Planned Services - ph 1800 653 935 (AEST bus hrs only) General Enquiries	Sequence Number: 258458789
	TELSTRA LIMITED A.C.N. 086 174 781 Generated On 24/07/2025 12:29:13	CAUTION: Fibre optic and/ or major network present in plot area. Please read the Duty of Care and contact Telstra Plan Services should you require any assistance.

The above plan must be viewed in conjunction with the Mains Cable Plan on the following page

WARNING
Telstra plans and location information conform to Quality Level "D" of the Australian Standard AS 5488-Classification of Subsurface Utility Information. As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D. Refer to AS 5488 for further details. The exact position of Telstra assets can only be validated by physically exposing it. Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy. Further on site investigation is required to validate the exact location of Telstra plant prior to commencing construction work. A Certified Locating Organisation is an essential part of the process to validate the exact location of Telstra assets and to ensure the asset is protected during construction works.

See the Steps- Telstra Duty of Care that was provided in the email response.

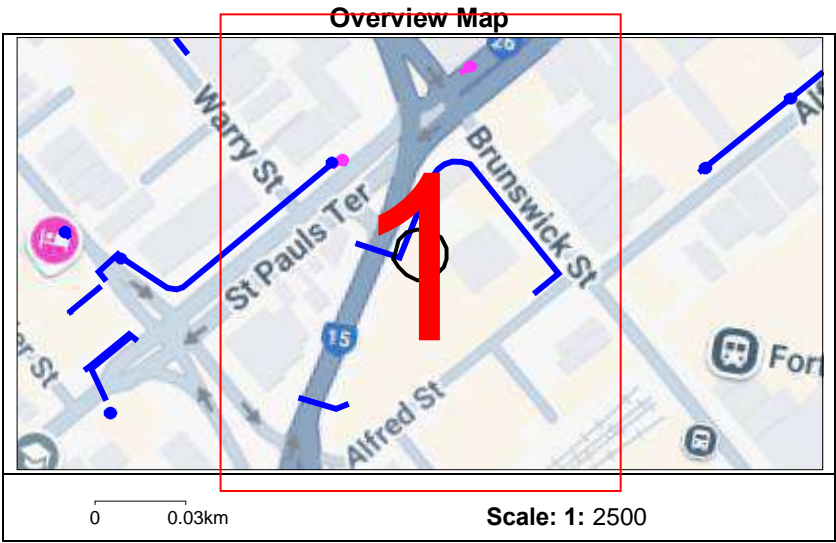
- Use suitably qualified and supervised professionals, particularly if you are working near assets that contain electricity cables or gas pipes.
- Ensure the below minimum clearance distances between the construction activities and the actual location of our assets are met. If you need clearance distances for our above ground assets, or if the below distances cannot be met, call **1800 786 306** to discuss.

Minimum assets clearance distances.

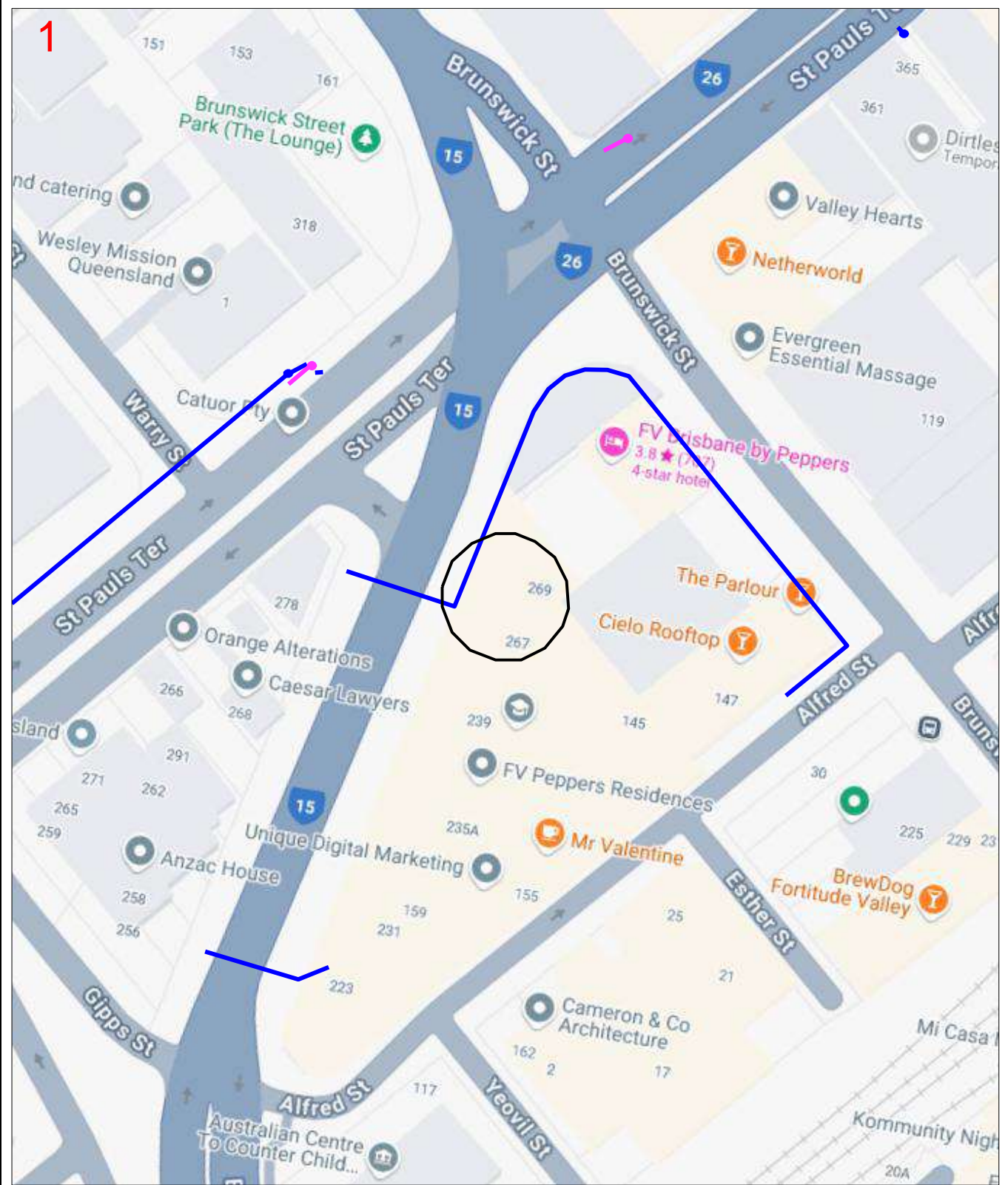
- 300mm when laying asset inline, horizontal or vertical.
 - 1000mm when operating vibrating equipment. Eg: vibrating plates. No vibrating equipment on top of asset.
 - 1000mm when operating mechanical excavators or jackhammers/pneumatic breakers.
 - 2000mm when performing directional bore in-line, horizontal and vertical.
 - No heavy vehicle over 3 tonnes to be driven over asset with less than 600mm of cover.
- Reinstate exposed TPG network infrastructure back to original state.

PRIVACY & CONFIDENTIALITY

- Privacy Notice – Your information has been provided to us by Before You Dig Australia to respond to your Before You Dig Australia enquiry. We will keep your personal information in accordance with TPG’s privacy policy, see www.tpg.com.au/about/privacy.
- Confidentiality – The information we have provided to you is confidential and is to be used only for planning and designing purposes in connection with your Before You Dig Australia enquiry. Please dispose of the information by shredding or other secure disposal method after use. We retain all intellectual property rights (including copyrights) in all our documents and plans.

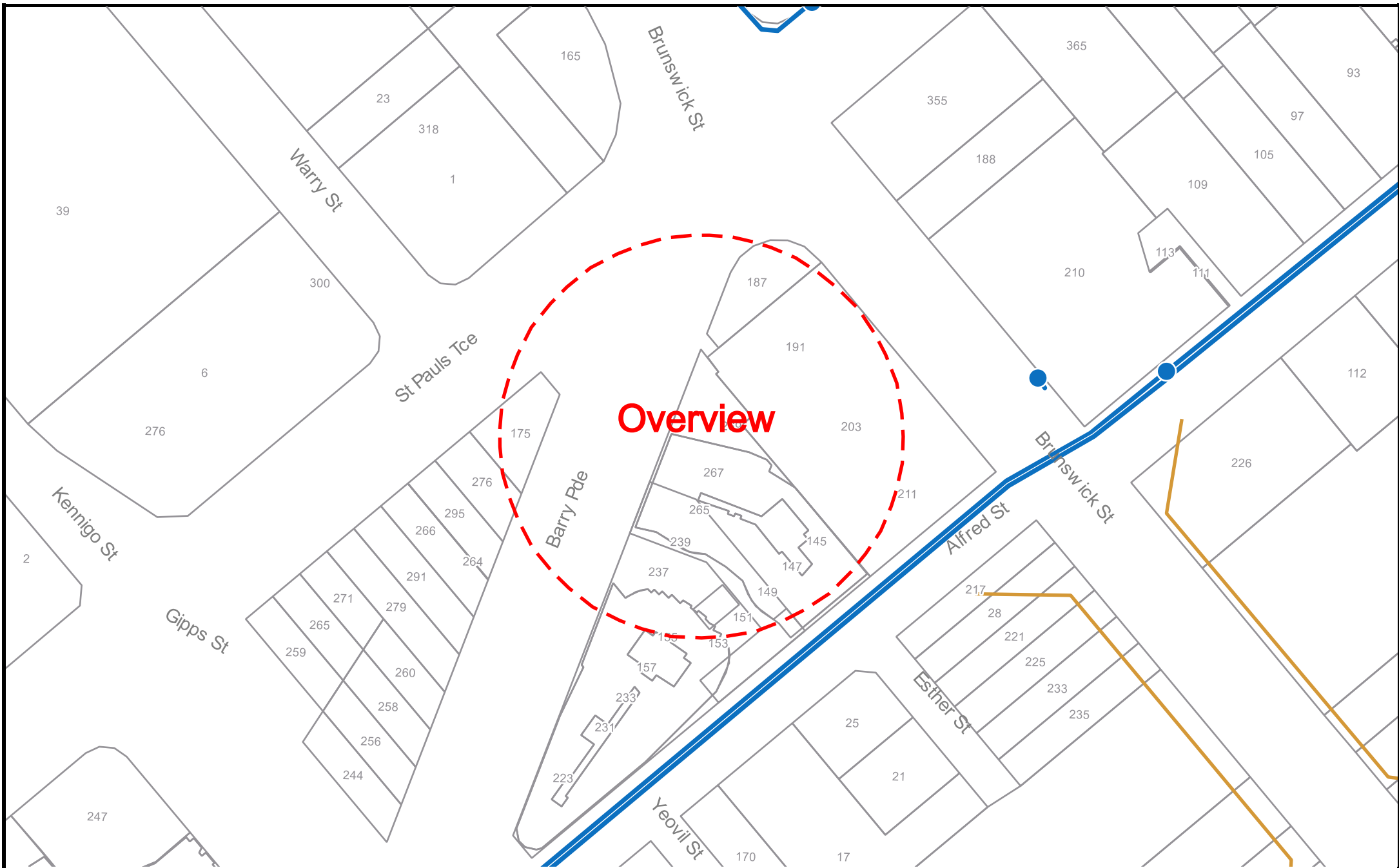


TPG Telecom Limited



Enquiry Number: 258458794		LEGEND	
Map Sheet: 1		BYDA Work Area	
Scale: 1: 750		AAPT/PowerTel Pit	TransACT Pit
		AAPT/PowerTel Duct	TransACT Duct
		DDA Pit	SOUL Pattinson Telecoms Pit
		DDA Duct	SOUL Pattinson Telecoms Duct
		Agile/Adam Pit	PIPE Networks Pit
		Agile/Adam Duct	PIPE Networks Duct

DISCLAIMER: No responsibility/liability is taken by TPG Telecom Limited for any inaccuracy, error, omission or action based on the information supplied in this correspondence. © 2022 TPG Telecom Limited.



SEQUENCE NUMBER: 258458786
JOB NUMBER: 50739074
ADDRESS: 167a Alfred Street, Fortitude Valley, QLD 4006

LEGEND



Vocus Group Pit



Vocus Group Conduit

SCALE: 1:1000

27/07/2025 00:37

COMMUNITY TITLES SCHEME SEARCH STATEMENT

Request No: 52742510

Scheme Name: VALLEY HOUSE COMMUNITY TITLES SCHEME 50449

Body Corp. Addr: PO BOX 786

FORTITUDE VALLEY QLD

4006

COMMUNITY MANAGEMENT STATEMENT No: 50449

Title	Lot	Plan
51111523	CP	SP 271999
51111524	2101	SP 271999
51111525	2102	SP 271999
51111526	2103	SP 271999
51111527	2104	SP 271999
51111528	2105	SP 271999
51111529	2106	SP 271999
51111530	2107	SP 271999
51111531	2108	SP 271999
51111532	2109	SP 271999
51111533	2110	SP 271999
51111534	2201	SP 271999
51111535	2202	SP 271999
51111536	2203	SP 271999
51111537	2204	SP 271999
51111538	2205	SP 271999
51111539	2206	SP 271999
51111540	2207	SP 271999
51111541	2208	SP 271999
51111542	2209	SP 271999
51111543	2210	SP 271999
51111544	2211	SP 271999
51111545	2212	SP 271999
51111546	2301	SP 271999
51111547	2302	SP 271999
51111548	2303	SP 271999
51111549	2304	SP 271999
51111550	2305	SP 271999
51111551	2306	SP 271999
51111552	2307	SP 271999
51111553	2308	SP 271999
51111554	2309	SP 271999
51111555	2310	SP 271999
51111556	2311	SP 271999
51111557	2312	SP 271999
51111558	2401	SP 271999
51111559	2402	SP 271999
51111560	2403	SP 271999
51111561	2404	SP 271999
51111562	2405	SP 271999
51111563	2406	SP 271999
51111564	2407	SP 271999
51111565	2408	SP 271999
51111566	2409	SP 271999

Title	Lot	Plan
51111567	2410	SP 271999
51111568	2411	SP 271999
51111569	2412	SP 271999
51111570	2501	SP 271999
51111571	2502	SP 271999
51111572	2503	SP 271999
51111573	2504	SP 271999
51111574	2505	SP 271999
51111575	2506	SP 271999
51111576	2507	SP 271999
51111577	2508	SP 271999
51111578	2509	SP 271999
51111579	2510	SP 271999
51111580	2511	SP 271999
51111581	2512	SP 271999
51111582	2601	SP 271999
51111583	2602	SP 271999
51111584	2603	SP 271999
51111585	2604	SP 271999
51111586	2605	SP 271999
51111587	2606	SP 271999
51111588	2607	SP 271999
51111589	2608	SP 271999
51111590	2609	SP 271999
51111591	2610	SP 271999
51111592	2611	SP 271999
51111593	2612	SP 271999
51111594	2701	SP 271999
51111595	2702	SP 271999
51111596	2703	SP 271999
51111597	2704	SP 271999
51111598	2705	SP 271999
51111599	2706	SP 271999
51111600	2707	SP 271999
51111601	2708	SP 271999
51111602	2709	SP 271999
51111603	2710	SP 271999
51111604	2711	SP 271999
51111605	2712	SP 271999
51111606	2801	SP 271999
51111607	2802	SP 271999
51111608	2803	SP 271999
51111609	2804	SP 271999
51111610	2805	SP 271999
51111611	2806	SP 271999
51111612	2807	SP 271999
51111613	2808	SP 271999
51111614	2809	SP 271999
51111615	2810	SP 271999
51111616	2811	SP 271999
51111617	2812	SP 271999

Title	Lot	Plan
51111618	2901	SP 271999
51111619	2902	SP 271999
51111620	2903	SP 271999
51111621	2904	SP 271999
51111622	2905	SP 271999
51111623	2906	SP 271999
51111624	2907	SP 271999
51111625	2908	SP 271999
51111626	2909	SP 271999
51111627	2910	SP 271999
51111628	2911	SP 271999
51111629	2912	SP 271999
51111630	21001	SP 271999
51111631	21002	SP 271999
51111632	21003	SP 271999
51111633	21004	SP 271999
51111634	21005	SP 271999
51111635	21006	SP 271999
51111636	21007	SP 271999
51111637	21008	SP 271999
51111638	21009	SP 271999
51111639	21010	SP 271999
51111640	21011	SP 271999
51111641	21012	SP 271999
51111642	21101	SP 271999
51111643	21102	SP 271999
51111644	21103	SP 271999
51111645	21104	SP 271999
51111646	21105	SP 271999
51111647	21106	SP 271999
51111648	21107	SP 271999
51111649	21108	SP 271999
51111650	21109	SP 271999
51111651	21110	SP 271999
51111652	21111	SP 271999
51111653	21112	SP 271999
51111654	21201	SP 271999
51111655	21202	SP 271999
51111656	21203	SP 271999
51111657	21204	SP 271999
51111658	21205	SP 271999
51111659	21206	SP 271999
51111660	21207	SP 271999
51111661	21208	SP 271999
51111662	21209	SP 271999
51111663	21210	SP 271999
51111664	21211	SP 271999
51111665	21212	SP 271999
51111666	21301	SP 271999
51111667	21302	SP 271999
51111668	21303	SP 271999

Title	Lot	Plan
51111669	21304	SP 271999
51111670	21305	SP 271999
51111671	21306	SP 271999
51111672	21307	SP 271999
51111673	21308	SP 271999
51111674	21309	SP 271999
51111675	21310	SP 271999
51111676	21311	SP 271999
51111677	21312	SP 271999
51111678	21401	SP 271999
51111679	21402	SP 271999
51111680	21403	SP 271999
51111681	21404	SP 271999
51111682	21405	SP 271999
51111683	21406	SP 271999
51111684	21407	SP 271999
51111685	21408	SP 271999
51111686	21409	SP 271999
51111687	21410	SP 271999
51111688	21411	SP 271999
51111689	21412	SP 271999
51111690	21501	SP 271999
51111691	21502	SP 271999
51111692	21503	SP 271999
51111693	21504	SP 271999
51111694	21505	SP 271999
51111695	21506	SP 271999
51111696	21507	SP 271999
51111697	21508	SP 271999
51111698	21509	SP 271999
51111699	21510	SP 271999
51111700	21511	SP 271999
51111701	21512	SP 271999
51111702	21601	SP 271999
51111703	21602	SP 271999
51111704	21603	SP 271999
51111705	21604	SP 271999
51111706	21605	SP 271999
51111707	21606	SP 271999
51111708	21607	SP 271999
51111709	21608	SP 271999
51111710	21609	SP 271999
51111711	21610	SP 271999
51111712	21611	SP 271999
51111713	21612	SP 271999
51111714	21701	SP 271999
51111715	21702	SP 271999
51111716	21703	SP 271999
51111717	21704	SP 271999
51111718	21705	SP 271999
51111719	21706	SP 271999

Title	Lot	Plan	
51111720	21707	SP	271999
51111721	21708	SP	271999
51111722	21709	SP	271999
51111723	21710	SP	271999
51111724	21711	SP	271999
51111725	21712	SP	271999
51111726	21801	SP	271999
51111727	21802	SP	271999
51111728	21803	SP	271999
51111729	21804	SP	271999
51111730	21805	SP	271999
51111731	21806	SP	271999
51111732	21807	SP	271999
51111733	21808	SP	271999
51111734	21809	SP	271999
51111735	21810	SP	271999
51111736	21811	SP	271999
51111737	21812	SP	271999
51111738	21901	SP	271999
51111739	21902	SP	271999
51111740	21903	SP	271999
51111741	21904	SP	271999
51111742	21905	SP	271999
51111743	21906	SP	271999
51111744	21907	SP	271999
51111745	21908	SP	271999
51111746	21909	SP	271999
51111747	21910	SP	271999
51111748	21911	SP	271999
51111749	21912	SP	271999
51111750	22001	SP	271999
51111751	22002	SP	271999
51111752	22003	SP	271999
51111753	22004	SP	271999
51111754	22005	SP	271999
51111755	22006	SP	271999
51111756	22007	SP	271999
51111757	22008	SP	271999
51111758	22009	SP	271999
51111759	22010	SP	271999
51111760	22011	SP	271999
51111761	22012	SP	271999
51111762	22101	SP	271999
51111763	22102	SP	271999
51111764	22103	SP	271999
51111765	22104	SP	271999
51111766	22105	SP	271999
51111767	22106	SP	271999
51111768	22107	SP	271999
51111769	22108	SP	271999
51111770	22109	SP	271999

Title	Lot	Plan
51111771	22110	SP 271999
51111772	22111	SP 271999
51111773	22112	SP 271999
51111774	22201	SP 271999
51111775	22202	SP 271999
51111776	22203	SP 271999
51111777	22204	SP 271999
51111778	22205	SP 271999
51111779	22206	SP 271999
51111780	22207	SP 271999
51111781	22208	SP 271999
51111782	22209	SP 271999
51111783	22210	SP 271999
51111784	22211	SP 271999
51111785	22212	SP 271999
51111786	22301	SP 271999
51111787	22302	SP 271999
51111788	22303	SP 271999
51111789	22304	SP 271999
51111790	22305	SP 271999
51111791	22306	SP 271999
51111792	22307	SP 271999
51111793	22308	SP 271999
51111794	22309	SP 271999
51111795	22310	SP 271999
51111796	22311	SP 271999
51111797	22312	SP 271999
51111798	22401	SP 271999
51111799	22402	SP 271999
51111800	22403	SP 271999
51111801	22404	SP 271999
51111802	22405	SP 271999
51111803	22406	SP 271999
51111804	22407	SP 271999
51111805	22408	SP 271999
51111806	22409	SP 271999
51111807	22410	SP 271999
51111808	22411	SP 271999
51111809	22501	SP 271999
51111810	22502	SP 271999
51111811	22503	SP 271999
51111812	22504	SP 271999
51111813	22505	SP 271999
51111814	22506	SP 271999
51111815	22507	SP 271999
51111816	22508	SP 271999
51111817	22509	SP 271999
51111818	22510	SP 271999
51111819	22511	SP 271999

Title Lot Plan
COMMUNITY MANAGEMENT STATEMENT Dealing No: 723848263

** End of CMS Search Statement **

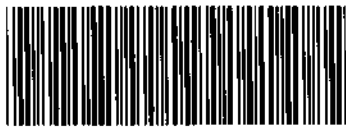
COPYRIGHT QUEENSLAND TITLES REGISTRY PTY LTD [2025]
Requested By: D-ENQ INFOTRACK PTY LIMITED

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

GENERAL REQUEST

Duty Imprint

FORM 14 Version 4
Page 1 of 1



723848263

\$113.04
06/02/2025 12:03

BE 470

697

1. Nature of request Request to record new Community Management Statement for Valley House Community Titles Scheme 50449	Lodger (Name, address, E-mail & phone number) Mellick Strata Law PO Box 3076 Yeronga QLD 4104 0414 060 781 mark@mellickstratalaw.com.au	Lodger Code
2. Lot on Plan Description Common property for Valley House Community Titles Scheme 50449	Title Reference 51111523	
3. Registered Proprietor/State Lessee Body Corporate for Valley House Community Titles Scheme 50449		
4. Interest Not Applicable		
5. Applicant Body Corporate for Valley House Community Titles Scheme 50449		
6. Request I hereby request that: the new Community Management Statement deposited herewith, which amends Schedule C of the existing Community Management Statement, be recorded as the New Community Management Statement for Valley House Community Titles Scheme 50449.		
7. Execution by applicant		

5/02/2025
Execution Date


Mark Joseph Mellick – Solicitor

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

THIS CMS MUST BE DEPOSITED WITH:

50449

**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

Valley House Community Titles Scheme 50449

2. Regulation module

Accommodation Module

3. Name of body corporate

Body Corporate for Valley House Community Titles Scheme 50449

4. Scheme Land

Lot on Plan Description

Title Reference

See Enlarged Plan

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')

Not Applicable pursuant to s60(6) of the Body Corporate and Community Management Act 1997

*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

***Execution**

*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 Titles Queensland website.

**BCCM EXECUTION /
RELEVANT CERTIFICATE**

1. Community Titles Scheme (CTS) Name	CTS Number
VALLEY HOUSE COMMUNITY TITLES SCHEME	50449
2. Module Type of BCCM Scheme	Instrument being executed (using this certificate)
Accommodation Module	New Community Management Statement
3. Execution by the Body Corporate for the above Scheme*	
Signature <u>Eden Rothschild</u>	Signature <u>Sebastian Denmel</u>
Signer Name <u>EDEN ROTHSCHILD</u>	Signer Name <u>Sebastian DENMEL</u>
Signer Authority <u>SECRETARY</u>	Signer Authority <u>CHAIRPERSON</u>
Entity (if applicable) _____	Entity (if applicable) _____
Execution Date <u>17/1/25</u>	Execution Date <u>27/01/2025</u>

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

When this Form should be used:

This form should be used for the execution by a Body Corporate of any Titles Instrument other than a Form 14.

Guidance

Please refer to Parts [45-2060] to [45-2081] of the Land Title Practice Manual for guidance on completion and execution of this form and refer to Part 45 generally for further guidance on titles instruments involving Community Titles Schemes. Some brief guidance on the completion of Item 3 has been included below for the quick reference of those who are already familiar with executions of titles instruments by a Body Corporate.

Signer Authority Guidance:

Representative of a Registered Owner means a natural person (individual) whose name is recorded on the body corporate's roll as the representative of the registered owner of a lot that is included in the scheme – Refer to Part [45-2070-1] of the Land Title Practice Manual.

Registered Owner – Individual means a natural person (individual) who is the registered owner of a lot that is included in the scheme. If a lot is owned by 2 or more people, it is acceptable for only one of the registered owners to sign the relevant certificate – Refer to Part [45-2070-2] of the Land Title Practice Manual.

Registered Owner - Corporation means the officeholder of the position of 'Director' or 'Secretary' for the corporate entity that is the registered owner of the lot. It is acceptable for only one office holder (Director or Secretary) of a Corporate Entity to execute on behalf of the Corporation in this instance, as by doing so they confirm they are signing as Agent on behalf of the Corporation and hold the requisite authority to do so – Refer to Part [45-2070-4] of the Land Title Practice Manual. The name and A.C.N of the corporation must be included in the 'Entity' field.

Body Corporate Manager under Chapter 3, Part 5 means a Body Corporate Manager appointed under Chapter 3, Part 5 of the respective Module Regulations to perform the functions of the body corporate committee. This is applicable only to Standard Module, Small Schemes Module and Accommodation Modules. This type of body corporate manager should not be confused with the more common type of body corporate manager that assists with the administration of the body corporate - Refer to Part [45-2070-5] of the Land Title Practice Manual.

Person specified as Signatory in the Body Corporate resolution authorising the transaction means the person identified (by name) and specifically authorised in the body corporate resolution, as the person who should execute the instrument. By signing in this way, the person signing confirms that they are one and the same person as is specified in the resolution to sign the instrument and that they have the authority to sign it. A copy of the resolution is not required to be deposited with this form to confirm this authority – Refer to Part [45-2060] of the Land Title Practice Manual.

Constructing Authority - Authorised Officer means the officer for the Constructing Authority that is authorised to execute on behalf of the Body Corporate pursuant to Section 12A of the *Acquisition of Land Act 1967* and Section 51 or 51A of the *Body Corporate and Community Management Act 1997*. The name of the Authorised Officer must be completed in the 'Signer Name' field, and the name of the Constructing Authority e.g. 'Department of Transport and Main Roads' must be entered into the 'Entity' section – Refer to Part [45-2068] of the Land Title Practice Manual.

4. Scheme Land

Lot on Plan Descriptions	Title Reference
Common Property of Valley House Community Titles Scheme 50449	51111523
Lot 2101 on SP 271999	51111524
Lot 2102 on SP 271999	51111525
Lot 2103 on SP 271999	51111526
Lot 2104 on SP 271999	51111527
Lot 2105 on SP 271999	51111528
Lot 2106 on SP 271999	51111529
Lot 2107 on SP 271999	51111530
Lot 2108 on SP 271999	51111531
Lot 2109 on SP 271999	51111532
Lot 2110 on SP 271999	51111533
Lot 2201 on SP 271999	51111534
Lot 2202 on SP 271999	51111535
Lot 2203 on SP 271999	51111536
Lot 2204 on SP 271999	51111537
Lot 2205 on SP 271999	51111538
Lot 2206 on SP 271999	51111539
Lot 2207 on SP 271999	51111540
Lot 2208 on SP 271999	51111541
Lot 2209 on SP 271999	51111542
Lot 2210 on SP 271999	51111543
Lot 2211 on SP 271999	51111544
Lot 2212 on SP 271999	51111545
Lot 2301 on SP 271999	51111546
Lot 2302 on SP 271999	51111547
Lot 2303 on SP 271999	51111548
Lot 2304 on SP 271999	51111549

Lot 2305 on SP 271999	51111550
Lot 2306 on SP 271999	51111551
Lot 2307 on SP 271999	51111552
Lot 2308 on SP 271999	51111553
Lot 2309 on SP 271999	51111554
Lot 2310 on SP 271999	51111555
Lot 2311 on SP 271999	51111556
Lot 2312 on SP 271999	51111557
Lot 2401 on SP 271999	51111558
Lot 2402 on SP 271999	51111559
Lot 2403 on SP 271999	51111560
Lot 2404 on SP 271999	51111561
Lot 2405 on SP 271999	51111562
Lot 2406 on SP 271999	51111563
Lot 2407 on SP 271999	51111564
Lot 2408 on SP 271999	51111565
Lot 2409 on SP 271999	51111566
Lot 2410 on SP 271999	51111567
Lot 2411 on SP 271999	51111568
Lot 2412 on SP 271999	51111569
Lot 2501 on SP 271999	51111570
Lot 2502 on SP 271999	51111571
Lot 2503 on SP 271999	51111572
Lot 2504 on SP 271999	51111573
Lot 2505 on SP 271999	51111574
Lot 2506 on SP 271999	51111575
Lot 2507 on SP 271999	51111576
Lot 2508 on SP 271999	51111577
Lot 2509 on SP 271999	51111578
Lot 2510 on SP 271999	51111579

Lot 2511 on SP 271999	51111580
Lot 2512 on SP 271999	51111581
Lot 2601 on SP 271999	51111582
Lot 2602 on SP 271999	51111583
Lot 2603 on SP 271999	51111584
Lot 2604 on SP 271999	51111585
Lot 2605 on SP 271999	51111586
Lot 2606 on SP 271999	51111587
Lot 2607 on SP 271999	51111588
Lot 2608 on SP 271999	51111589
Lot 2609 on SP 271999	51111590
Lot 2610 on SP 271999	51111591
Lot 2611 on SP 271999	51111592
Lot 2612 on SP 271999	51111593
Lot 2701 on SP 271999	51111594
Lot 2702 on SP 271999	51111595
Lot 2703 on SP 271999	51111596
Lot 2704 on SP 271999	51111597
Lot 2705 on SP 271999	51111598
Lot 2706 on SP 271999	51111599
Lot 2707 on SP 271999	51111600
Lot 2708 on SP 271999	51111601
Lot 2709 on SP 271999	51111602
Lot 2710 on SP 271999	51111603
Lot 2711 on SP 271999	51111604
Lot 2712 on SP 271999	51111605
Lot 2801 on SP 271999	51111606
Lot 2802 on SP 271999	51111607
Lot 2803 on SP 271999	51111608
Lot 2804 on SP 271999	51111609

Lot 2805 on SP 271999	51111610
Lot 2806 on SP 271999	51111611
Lot 2807 on SP 271999	51111612
Lot 2808 on SP 271999	51111613
Lot 2809 on SP 271999	51111614
Lot 2810 on SP 271999	51111615
Lot 2811 on SP 271999	51111616
Lot 2812 on SP 271999	51111617
Lot 2901 on SP 271999	51111618
Lot 2902 on SP 271999	51111619
Lot 2903 on SP 271999	51111620
Lot 2904 on SP 271999	51111621
Lot 2905 on SP 271999	51111622
Lot 2906 on SP 271999	51111623
Lot 2907 on SP 271999	51111624
Lot 2908 on SP 271999	51111625
Lot 2909 on SP 271999	51111626
Lot 2910 on SP 271999	51111627
Lot 2911 on SP 271999	51111628
Lot 2912 on SP 271999	51111629
Lot 21001 on SP 271999	51111630
Lot 21002 on SP 271999	51111631
Lot 21003 on SP 271999	51111632
Lot 21004 on SP 271999	51111633
Lot 21005 on SP 271999	51111634
Lot 21006 on SP 271999	51111635
Lot 21007 on SP 271999	51111636
Lot 21008 on SP 271999	51111637
Lot 21009 on SP 271999	51111638
Lot 21010 on SP 271999	51111639

Lot 21011 on SP 271999	51111640
Lot 21012 on SP 271999	51111641
Lot 21101 on SP 271999	51111642
Lot 21102 on SP 271999	51111643
Lot 21103 on SP 271999	51111644
Lot 21104 on SP 271999	51111645
Lot 21105 on SP 271999	51111646
Lot 21106 on SP 271999	51111647
Lot 21107 on SP 271999	51111648
Lot 21108 on SP 271999	51111649
Lot 21109 on SP 271999	51111650
Lot 21110 on SP 271999	51111651
Lot 21111 on SP 271999	51111652
Lot 21112 on SP 271999	51111653
Lot 21201 on SP 271999	51111654
Lot 21202 on SP 271999	51111655
Lot 21203 on SP 271999	51111656
Lot 21204 on SP 271999	51111657
Lot 21205 on SP 271999	51111658
Lot 21206 on SP 271999	51111659
Lot 21207 on SP 271999	51111660
Lot 21208 on SP 271999	51111661
Lot 21209 on SP 271999	51111662
Lot 21210 on SP 271999	51111663
Lot 21211 on SP 271999	51111664
Lot 21212 on SP 271999	51111665
Lot 21301 on SP 271999	51111666
Lot 21302 on SP 271999	51111667
Lot 21303 on SP 271999	51111668
Lot 21304 on SP 271999	51111669

Lot 21305 on SP 271999	51111670
Lot 21306 on SP 271999	51111671
Lot 21307 on SP 271999	51111672
Lot 21308 on SP 271999	51111673
Lot 21309 on SP 271999	51111674
Lot 21310 on SP 271999	51111675
Lot 21311 on SP 271999	51111676
Lot 21312 on SP 271999	51111677
Lot 21401 on SP 271999	51111678
Lot 21402 on SP 271999	51111679
Lot 21403 on SP 271999	51111680
Lot 21404 on SP 271999	51111681
Lot 21405 on SP 271999	51111682
Lot 21406 on SP 271999	51111683
Lot 21407 on SP 271999	51111684
Lot 21408 on SP 271999	51111685
Lot 21409 on SP 271999	51111686
Lot 21410 on SP 271999	51111687
Lot 21411 on SP 271999	51111688
Lot 21412 on SP 271999	51111689
Lot 21501 on SP 271999	51111690
Lot 21502 on SP 271999	51111691
Lot 21503 on SP 271999	51111692
Lot 21504 on SP 271999	51111693
Lot 21505 on SP 271999	51111694
Lot 21506 on SP 271999	51111695
Lot 21507 on SP 271999	51111696
Lot 21508 on SP 271999	51111697
Lot 21509 on SP 271999	51111698
Lot 21510 on SP 271999	51111699

Lot 21511 on SP 271999	51111700
Lot 21512 on SP 271999	51111701
Lot 21601 on SP 271999	51111702
Lot 21602 on SP 271999	51111703
Lot 21603 on SP 271999	51111704
Lot 21604 on SP 271999	51111705
Lot 21605 on SP 271999	51111706
Lot 21606 on SP 271999	51111707
Lot 21607 on SP 271999	51111708
Lot 21608 on SP 271999	51111709
Lot 21609 on SP 271999	51111710
Lot 21610 on SP 271999	51111711
Lot 21611 on SP 271999	51111712
Lot 21612 on SP 271999	51111713
Lot 21701 on SP 271999	51111714
Lot 21702 on SP 271999	51111715
Lot 21703 on SP 271999	51111716
Lot 21704 on SP 271999	51111717
Lot 21705 on SP 271999	51111718
Lot 21706 on SP 271999	51111719
Lot 21707 on SP 271999	51111720
Lot 21708 on SP 271999	51111721
Lot 21709 on SP 271999	51111722
Lot 21710 on SP 271999	51111723
Lot 21711 on SP 271999	51111724
Lot 21712 on SP 271999	51111725
Lot 21801 on SP 271999	51111726
Lot 21802 on SP 271999	51111727
Lot 21803 on SP 271999	51111728
Lot 21804 on SP 271999	51111729

Lot 21805 on SP 271999	51111730
Lot 21806 on SP 271999	51111731
Lot 21807 on SP 271999	51111732
Lot 21808 on SP 271999	51111733
Lot 21809 on SP 271999	51111734
Lot 21810 on SP 271999	51111735
Lot 21811 on SP 271999	51111736
Lot 21812 on SP 271999	51111737
Lot 21901 on SP 271999	51111738
Lot 21902 on SP 271999	51111739
Lot 21903 on SP 271999	51111740
Lot 21904 on SP 271999	51111741
Lot 21905 on SP 271999	51111742
Lot 21906 on SP 271999	51111743
Lot 21907 on SP 271999	51111744
Lot 21908 on SP 271999	51111745
Lot 21909 on SP 271999	51111746
Lot 21910 on SP 271999	51111747
Lot 21911 on SP 271999	51111748
Lot 21912 on SP 271999	51111749
Lot 22001 on SP 271999	51111750
Lot 22002 on SP 271999	51111751
Lot 22003 on SP 271999	51111752
Lot 22004 on SP 271999	51111753
Lot 22005 on SP 271999	51111754
Lot 22006 on SP 271999	51111755
Lot 22007 on SP 271999	51111756
Lot 22008 on SP 271999	51111757
Lot 22009 on SP 271999	51111758
Lot 22010 on SP 271999	51111759

Lot 22011 on SP 271999	51111760
Lot 22012 on SP 271999	51111761
Lot 22101 on SP 271999	51111762
Lot 22102 on SP 271999	51111763
Lot 22103 on SP 271999	51111764
Lot 22104 on SP 271999	51111765
Lot 22105 on SP 271999	51111766
Lot 22106 on SP 271999	51111767
Lot 22107 on SP 271999	51111768
Lot 22108 on SP 271999	51111769
Lot 22109 on SP 271999	51111770
Lot 22110 on SP 271999	51111771
Lot 22111 on SP 271999	51111772
Lot 22112 on SP 271999	51111773
Lot 22201 on SP 271999	51111774
Lot 22202 on SP 271999	51111775
Lot 22203 on SP 271999	51111776
Lot 22204 on SP 271999	51111777
Lot 22205 on SP 271999	51111778
Lot 22206 on SP 271999	51111779
Lot 22207 on SP 271999	51111780
Lot 22208 on SP 271999	51111781
Lot 22209 on SP 271999	51111782
Lot 22210 on SP 271999	51111783
Lot 22211 on SP 271999	51111784
Lot 22212 on SP 271999	51111785
Lot 22301 on SP 271999	51111786
Lot 22302 on SP 271999	51111787
Lot 22303 on SP 271999	51111788
Lot 22304 on SP 271999	51111789

Lot 22305 on SP 271999	51111790
Lot 22306 on SP 271999	51111791
Lot 22307 on SP 271999	51111792
Lot 22308 on SP 271999	51111793
Lot 22309 on SP 271999	51111794
Lot 22310 on SP 271999	51111795
Lot 22311 on SP 271999	51111796
Lot 22312 on SP 271999	51111797
Lot 22401 on SP 271999	51111798
Lot 22402 on SP 271999	51111799
Lot 22403 on SP 271999	51111800
Lot 22404 on SP 271999	51111801
Lot 22405 on SP 271999	51111802
Lot 22406 on SP 271999	51111803
Lot 22407 on SP 271999	51111804
Lot 22408 on SP 271999	51111805
Lot 22409 on SP 271999	51111806
Lot 22410 on SP 271999	51111807
Lot 22411 on SP 271999	51111808
Lot 22501 on SP 271999	51111809
Lot 22502 on SP 271999	51111810
Lot 22503 on SP 271999	51111811
Lot 22504 on SP 271999	51111812
Lot 22505 on SP 271999	51111813
Lot 22506 on SP 271999	51111814
Lot 22507 on SP 271999	51111815
Lot 22508 on SP 271999	51111816
Lot 22509 on SP 271999	51111817
Lot 22510 on SP 271999	51111818
Lot 22511 on SP 271999	51111819

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 2101 on SP 271999	591	416
Lot 2102 on SP 271999	780	649
Lot 2103 on SP 271999	608	473
Lot 2104 on SP 271999	769	550
Lot 2105 on SP 271999	596	440
Lot 2106 on SP 271999	956	792
Lot 2107 on SP 271999	607	468
Lot 2108 on SP 271999	785	660
Lot 2109 on SP 271999	598	435
Lot 2110 on SP 271999	770	528
Lot 2201 on SP 271999	593	412
Lot 2202 on SP 271999	777	682
Lot 2203 on SP 271999	773	671
Lot 2204 on SP 271999	597	412
Lot 2205 on SP 271999	600	396
Lot 2206 on SP 271999	602	402
Lot 2207 on SP 271999	597	417
Lot 2208 on SP 271999	776	644
Lot 2209 on SP 271999	778	649
Lot 2210 on SP 271999	592	401
Lot 2211 on SP 271999	594	417
Lot 2212 on SP 271999	598	417
Lot 2301 on SP 271999	595	415
Lot 2302 on SP 271999	779	686
Lot 2303 on SP 271999	775	675
Lot 2304 on SP 271999	598	414

Lot 2305 on SP 271999	601	399
Lot 2306 on SP 271999	602	404
Lot 2307 on SP 271999	598	420
Lot 2308 on SP 271999	777	647
Lot 2309 on SP 271999	780	653
Lot 2310 on SP 271999	594	404
Lot 2311 on SP 271999	596	420
Lot 2312 on SP 271999	600	420
Lot 2401 on SP 271999	596	417
Lot 2402 on SP 271999	780	689
Lot 2403 on SP 271999	777	678
Lot 2404 on SP 271999	598	416
Lot 2405 on SP 271999	601	401
Lot 2406 on SP 271999	602	406
Lot 2407 on SP 271999	598	422
Lot 2408 on SP 271999	779	651
Lot 2409 on SP 271999	782	656
Lot 2410 on SP 271999	596	406
Lot 2411 on SP 271999	598	422
Lot 2412 on SP 271999	601	422
Lot 2501 on SP 271999	598	421
Lot 2502 on SP 271999	782	692
Lot 2503 on SP 271999	778	681
Lot 2504 on SP 271999	600	425
Lot 2505 on SP 271999	602	403
Lot 2506 on SP 271999	604	409
Lot 2507 on SP 271999	600	424
Lot 2508 on SP 271999	781	654

Lot 2509 on SP 271999	783	659
Lot 2510 on SP 271999	597	410
Lot 2511 on SP 271999	599	424
Lot 2512 on SP 271999	603	424
Lot 2601 on SP 271999	600	423
Lot 2602 on SP 271999	784	696
Lot 2603 on SP 271999	780	685
Lot 2604 on SP 271999	602	421
Lot 2605 on SP 271999	602	405
Lot 2606 on SP 271999	604	411
Lot 2607 on SP 271999	602	426
Lot 2608 on SP 271999	782	657
Lot 2609 on SP 271999	785	663
Lot 2610 on SP 271999	599	412
Lot 2611 on SP 271999	601	426
Lot 2612 on SP 271999	605	426
Lot 2701 on SP 271999	601	426
Lot 2702 on SP 271999	785	699
Lot 2703 on SP 271999	782	688
Lot 2704 on SP 271999	603	423
Lot 2705 on SP 271999	603	407
Lot 2706 on SP 271999	605	413
Lot 2707 on SP 271999	603	428
Lot 2708 on SP 271999	784	660
Lot 2709 on SP 271999	787	666
Lot 2710 on SP 271999	601	415
Lot 2711 on SP 271999	603	428
Lot 2712 on SP 271999	606	428

Lot 2801 on SP 271999	603	428
Lot 2802 on SP 271999	787	702
Lot 2803 on SP 271999	783	691
Lot 2804 on SP 271999	605	426
Lot 2805 on SP 271999	605	411
Lot 2806 on SP 271999	607	416
Lot 2807 on SP 271999	605	432
Lot 2808 on SP 271999	786	664
Lot 2809 on SP 271999	788	669
Lot 2810 on SP 271999	602	417
Lot 2811 on SP 271999	604	432
Lot 2812 on SP 271999	608	432
Lot 2901 on SP 271999	605	432
Lot 2902 on SP 271999	789	706
Lot 2903 on SP 271999	785	695
Lot 2904 on SP 271999	607	428
Lot 2905 on SP 271999	607	413
Lot 2906 on SP 271999	608	418
Lot 2907 on SP 271999	607	434
Lot 2908 on SP 271999	787	667
Lot 2909 on SP 271999	790	673
Lot 2910 on SP 271999	604	421
Lot 2911 on SP 271999	606	434
Lot 2912 on SP 271999	610	434
Lot 21001 on SP 271999	606	434
Lot 21002 on SP 271999	790	709
Lot 21003 on SP 271999	787	698
Lot 21004 on SP 271999	608	432

Lot 21005 on SP 271999	608	416
Lot 21006 on SP 271999	610	422
Lot 21007 on SP 271999	608	437
Lot 21008 on SP 271999	789	670
Lot 21009 on SP 271999	792	676
Lot 21010 on SP 271999	606	423
Lot 21011 on SP 271999	608	437
Lot 21012 on SP 271999	611	437
Lot 21101 on SP 271999	608	437
Lot 21102 on SP 271999	792	712
Lot 21103 on SP 271999	788	701
Lot 21104 on SP 271999	610	434
Lot 21105 on SP 271999	610	418
Lot 21106 on SP 271999	612	424
Lot 21107 on SP 271999	610	439
Lot 21108 on SP 271999	790	674
Lot 21109 on SP 271999	793	679
Lot 21110 on SP 271999	607	426
Lot 21111 on SP 271999	609	439
Lot 21112 on SP 271999	613	439
Lot 21201 on SP 271999	610	439
Lot 21202 on SP 271999	794	715
Lot 21203 on SP 271999	790	704
Lot 21204 on SP 271999	612	437
Lot 21205 on SP 271999	612	422
Lot 21206 on SP 271999	613	427
Lot 21207 on SP 271999	612	443

Lot 21208 on SP 271999	792	677
Lot 21209 on SP 271999	795	682
Lot 21210 on SP 271999	609	428
Lot 21211 on SP 271999	611	443
Lot 21212 on SP 271999	615	443
Lot 21301 on SP 271999	611	443
Lot 21302 on SP 271999	795	719
Lot 21303 on SP 271999	792	708
Lot 21304 on SP 271999	613	439
Lot 21305 on SP 271999	613	424
Lot 21306 on SP 271999	615	429
Lot 21307 on SP 271999	613	445
Lot 21308 on SP 271999	794	680
Lot 21309 on SP 271999	797	686
Lot 21310 on SP 271999	611	432
Lot 21311 on SP 271999	613	445
Lot 21312 on SP 271999	616	445
Lot 21401 on SP 271999	613	445
Lot 21402 on SP 271999	797	722
Lot 21403 on SP 271999	793	711
Lot 21404 on SP 271999	615	443
Lot 21405 on SP 271999	615	427
Lot 21406 on SP 271999	617	433
Lot 21407 on SP 271999	615	448
Lot 21408 on SP 271999	795	684
Lot 21409 on SP 271999	798	689
Lot 21410 on SP 271999	612	434

Lot 21411 on SP 271999	614	448
Lot 21412 on SP 271999	618	448
Lot 21501 on SP 271999	615	448
Lot 21502 on SP 271999	799	725
Lot 21503 on SP 271999	795	714
Lot 21504 on SP 271999	617	445
Lot 21505 on SP 271999	617	429
Lot 21506 on SP 271999	618	435
Lot 21507 on SP 271999	617	450
Lot 21508 on SP 271999	797	687
Lot 21509 on SP 271999	800	692
Lot 21510 on SP 271999	614	437
Lot 21511 on SP 271999	616	450
Lot 21512 on SP 271999	620	450
Lot 21601 on SP 271999	616	450
Lot 21602 on SP 271999	800	730
Lot 21603 on SP 271999	797	719
Lot 21604 on SP 271999	618	448
Lot 21605 on SP 271999	618	433
Lot 21606 on SP 271999	620	438
Lot 21607 on SP 271999	618	454
Lot 21608 on SP 271999	799	690
Lot 21609 on SP 271999	802	696
Lot 21610 on SP 271999	616	439
Lot 21611 on SP 271999	618	454
Lot 21612 on SP 271999	621	454
Lot 21701 on SP 271999	618	454

Lot 21702 on SP 271999	802	734
Lot 21703 on SP 271999	798	723
Lot 21704 on SP 271999	620	450
Lot 21705 on SP 271999	620	435
Lot 21706 on SP 271999	621	440
Lot 21707 on SP 271999	620	456
Lot 21708 on SP 271999	800	693
Lot 21709 on SP 271999	803	699
Lot 21710 on SP 271999	617	443
Lot 21711 on SP 271999	619	456
Lot 21712 on SP 271999	623	456
Lot 21801 on SP 271999	620	456
Lot 21802 on SP 271999	804	739
Lot 21803 on SP 271999	800	728
Lot 21804 on SP 271999	622	454
Lot 21805 on SP 271999	622	438
Lot 21806 on SP 271999	623	444
Lot 21807 on SP 271999	622	459
Lot 21808 on SP 271999	802	697
Lot 21809 on SP 271999	805	702
Lot 21810 on SP 271999	619	445
Lot 21811 on SP 271999	621	459
Lot 21812 on SP 271999	625	459
Lot 21901 on SP 271999	621	459
Lot 21902 on SP 271999	805	743
Lot 21903 on SP 271999	802	732
Lot 21904 on SP 271999	623	456

Lot 21905 on SP 271999	623	440
Lot 21906 on SP 271999	625	446
Lot 21907 on SP 271999	623	461
Lot 21908 on SP 271999	804	700
Lot 21909 on SP 271999	807	706
Lot 21910 on SP 271999	621	448
Lot 21911 on SP 271999	623	461
Lot 21912 on SP 271999	626	461
Lot 22001 on SP 271999	623	462
Lot 22002 on SP 271999	807	747
Lot 22003 on SP 271999	803	736
Lot 22004 on SP 271999	625	459
Lot 22005 on SP 271999	625	444
Lot 22006 on SP 271999	626	449
Lot 22007 on SP 271999	625	465
Lot 22008 on SP 271999	805	703
Lot 22009 on SP 271999	808	709
Lot 22010 on SP 271999	622	451
Lot 22011 on SP 271999	624	466
Lot 22012 on SP 271999	628	465
Lot 22101 on SP 271999	625	466
Lot 22102 on SP 271999	809	752
Lot 22103 on SP 271999	805	741
Lot 22104 on SP 271999	627	461
Lot 22105 on SP 271999	627	446
Lot 22106 on SP 271999	628	451
Lot 22107 on SP 271999	627	467

Lot 22108 on SP 271999	807	707
Lot 22109 on SP 271999	810	712
Lot 22110 on SP 271999	624	455
Lot 22111 on SP 271999	626	467
Lot 22112 on SP 271999	630	467
Lot 22201 on SP 271999	626	469
Lot 22202 on SP 271999	810	756
Lot 22203 on SP 271999	807	745
Lot 22204 on SP 271999	628	465
Lot 22205 on SP 271999	628	449
Lot 22206 on SP 271999	630	455
Lot 22207 on SP 271999	628	470
Lot 22208 on SP 271999	809	710
Lot 22209 on SP 271999	812	715
Lot 22210 on SP 271999	626	458
Lot 22211 on SP 271999	628	470
Lot 22212 on SP 271999	631	470
Lot 22301 on SP 271999	628	472
Lot 22302 on SP 271999	812	759
Lot 22303 on SP 271999	808	748
Lot 22304 on SP 271999	630	467
Lot 22305 on SP 271999	630	451
Lot 22306 on SP 271999	631	457
Lot 22307 on SP 271999	630	472
Lot 22308 on SP 271999	810	715
Lot 22309 on SP 271999	813	721
Lot 22310 on SP 271999	627	461

Lot 22311 on SP 271999	629	472
Lot 22312 on SP 271999	633	472
Lot 22401 on SP 271999	630	478
Lot 22402 on SP 271999	1029	1760
Lot 22403 on SP 271999	635	495
Lot 22404 on SP 271999	632	457
Lot 22405 on SP 271999	633	465
Lot 22406 on SP 271999	632	478
Lot 22407 on SP 271999	812	721
Lot 22408 on SP 271999	815	726
Lot 22409 on SP 271999	629	467
Lot 22410 on SP 271999	631	478
Lot 22411 on SP 271999	635	478
Lot 22501 on SP 271999	631	483
Lot 22502 on SP 271999	1030	1815
Lot 22503 on SP 271999	637	506
Lot 22504 on SP 271999	633	462
Lot 22505 on SP 271999	635	468
Lot 22506 on SP 271999	633	483
Lot 22507 on SP 271999	814	726
Lot 22508 on SP 271999	817	732
Lot 22509 on SP 271999	631	472
Lot 22510 on SP 271999	633	483
Lot 22511 on SP 271999	636	483
Totals	200149	157768

1. **Contribution Schedule Lot Entitlements (CSLE)**

The CSLE for the lots in the scheme have been decided in accordance with the relativity principle.

The relativity principle for deciding the CSLE for lots in the scheme is the principle that the lot entitlements must

clearly demonstrate the relationship between the lots by reference to one or more relevant factors. These relevant factors may only be any of the following:

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

In determining the CSLE for lots in the scheme using the relativity principle, regard was had to the following relevant factors:

(A) How the scheme was structured

The scheme is not part of a layered scheme. The structure of the scheme was not considered relevant in deciding the CSLE.

(B) The nature, features and characteristics of the lots included in the scheme

The lots in the Scheme have been created under a building format plan and the body corporate is responsible for the repair and maintenance of common property within the scheme. This includes the exterior of the building comprised in the scheme and foyers, lifts, external walls and windows, roof, utility infrastructure, utility services and recreational facilities. The relationship between the lots in the context of the factors set out below were considered relevant in deciding the CSLE because they place a differential burden on the costs of the body corporate for the maintenance, cleaning and repair of the common property:

- (i) **The level of the building on which the lot is situated:** Additional entitlements are added depending on the level of the building in which the lot is located. The higher the lot in the building, the higher the cost of maintaining, cleaning and repairing windows and external walls, and the higher the cost of maintaining and operating the lifts.
- (ii) **The area of the lot:** Additional entitlements are added depending on the area of the lot. The larger the area of the lot the greater demand on the support and shelter costs.
- (iii) **The number of potential occupants:** Larger lots can cater for a greater number of occupants and therefore have the potential to place a greater burden on common property and additional entitlements are added to reflect this.

The relative 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.

(C) The purposes for which the lots are used

Each of the lots in the scheme is used for residential purposes except for lot 2106 which may be used for management and letting purposes. However, this factor did not affect the CSLE.

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

The factors listed in item (B) Nature, features and characteristics of the lots included in the scheme have been assessed as having an impact on the body corporate costs for the maintenance, cleaning and repair of the common property and additional entitlements are added to reflect this.

(E) The market values of the lots included in the scheme

The market values of the lots were not considered relevant in deciding the CSLE.

2. Interest schedule lot entitlements (ISLE)

The ISLE are consistent with the market value principle. The market value principle for deciding the ISLE for the lots in the scheme is the principle that the lot entitlements must reflect the respective market values of the lots, except to the extent which it is just and equitable in the circumstances for them not to reflect the respective market values.

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

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

Not applicable.

SCHEDULE C BY-LAWS

1. Interpretation

1.1 In these by-laws, except where inconsistent with the context, the following terms have the following meanings:

- (a) **Act** means the *Body Corporate and Community Management Act 1997* and includes all related regulations and the Regulation Module;
- (b) **BMS** means any building management statement affecting the Scheme Land;
- (c) **BMS Area** means any area in an adjacent community title scheme or lot in respect of which the Body Corporate has rights of use or derives a benefit under the BMS;
- (d) **Body Corporate** means the body corporate identified in Item 3 of this CMS;
- (e) **Building** means, the building containing the Lots and includes, where the context permits or requires, any other buildings or improvements on or within the Scheme Land;
- (f) **Caretaker** means a person or corporation who has been engaged or authorised by the Body Corporate to supply management, caretaking or letting services (other than administrative services) for the benefit of the Common Property or the Lots;
- (g) **Common Property** means all land contained in the Scheme that is not included in a Lot;
- (h) **Council** means the Brisbane City Council;
- (i) **CMS** means the community management statement in which these by-laws are contained;
- (j) **Lot** means a lot in the Scheme;
- (k) **Original Owner** means 237 Barry Parade Pty Ltd ACN 165 835 709 or any successor or assign or any mortgagee of that party or any nominee from time to time of any of them;
- (l) **Recreation Facilities** means any recreation areas on the Common Property (not forming part of an exclusive use area allocated to the occupier of a Lot) or in a BMS Area;
- (m) **Regulated Parking Area** means an area of the Scheme Land designated by the Body Corporate as being available for use as visitor car parking bays, by bona fide invitees of occupiers of Lots, for the casual parking of vehicles on a 24-hour unrestricted basis;
- (n) **Regulation Module** means the regulation module identified in Item 2 of this CMS;
- (o) **Scheme** means the community titles scheme identified in Item 1 of this CMS;

- (p) **Scheme Land** means the scheme land identified in Item 4 of this CMS and includes, when the context permits or requires, all improvements on or within it;
- (q) **Utility Infrastructure** means cables, wires, pipes, sewers, drains, ducts, plant and equipment by which Lots or Common Property are supplied with Utility Services;
- (r) **Utility Services** means:
 - (i) hot or cold water reticulation or supply;
 - (ii) gas reticulation or supply;
 - (iii) electricity supply;
 - (iv) air-conditioning;
 - (v) a telephone or communication service;
 - (vi) a computer, data or television service;
 - (vii) a sewer system;
 - (viii) a drainage or stormwater system or service;
 - (ix) an irrigation or water storage system;
 - (x) a system or service for the removal or disposal of garbage or waste;
 - (xi) a cleaning system or service (exterior or interior);
 - (xii) a building management system;
 - (xiii) emergency and fire control systems;
 - (xiv) an exhaust or ventilation system;
 - (xv) fire sprinkler systems and hydraulic systems;
 - (xvi) a grease or pollutant trap service; and
 - (xvii) any other system or service designed to improve the amenity or enhance the enjoyment of Lots.
- (s) **Vehicle** means a motor car, motorcycle, trailers, scooters, trucks, vans, golf buggies, segways or other equivalent means of transportation.

2. Noise

The occupier of a Lot must not create noise likely to interfere with the peaceful enjoyment of a person lawfully on another Lot or the Common Property and must comply with any development approval for the Scheme Land regulating noise levels.

3. Vehicles

- (a) An owner or occupier must not park a Vehicle, or allow a Vehicle to stand, on any part of the Common Property, except –
 - (i) with the Committee's written approval;
 - (ii) where authorised by an exclusive use by-law; or
 - (iii) in a designated car wash bay, and only then whilst the Vehicle is being washed.

- (b) An approval given under by-law 3(a)(i) must state the period for which it is given and any conditions upon which the approval is given. If any conditions are not met, the approval may be withdrawn by the committee.
- (c) An owner, occupier or an invitee/visitor of either must not park a Vehicle, or allow a Vehicle to stand, on any part of the BMS Area.
- (d) It will always be a condition of any approval that the Vehicle is parked at the owner or occupier's risk.
- (e) An owner or occupier must not permit a visitor/invitee of the owner or occupier to park a Vehicle, or allow a Vehicle to stand, on any part of the Common Property, other than in the designated visitor parking spaces.
- (f) To better regulate the parking of Vehicles at the Scheme, upon request by the committee, or the Caretaker, an owner or occupier must provide to the committee or to the Caretaker the registration details of any Vehicle owned or under the control of:
 - (i) the owner or occupier;
 - (ii) a visitor/ invitee of the owner or occupier.
- (g) Any Vehicle on Scheme Land may not be used in a manner that creates a nuisance or a hazard.

NB – Vehicles parked in breach of this by-law 3, or in breach of any other applicable Law, can be towed from the Scheme Land, without the Body Corporate being first required to send a by-law contravention notice or to make a dispute resolution application.

4. Roads and Common Property

4.1 An occupier must not:

- (a) permit any invitees' vehicles to be parked on the roadway forming part of the Common Property or in any Regulated Parking Area at any time; or
- (b) permit any boat, trailer, caravan, campervan or mobile home on the Common Property or in any Regulated Parking Area.

5. Obstruction

Subject to the provisions of the BMS, the occupier of a Lot must not obstruct lawful use of the Common Property by someone else.

6. Lawns etc. on Common Property

6.1 The occupier of a Lot must not without the Body Corporate's written approval:

- (a) damage any lawn (including any artificial lawn), garden, tree, shrub, plant or flower on the Common Property; or
- (b) use a part of the Common Property as a garden.

6.2 An approval under this by-law must state the period for which it is given.

6.3 The Body Corporate may cancel any approval given under this by-law by giving 7 days' written notice to the occupier.

7. Damage to Common Property

7.1 The occupier of a Lot must not, without the written approval of the Body Corporate, mark, paint, drive nails or screws or other objects into, or otherwise damage or deface, any structure that forms part of the Common Property, any BMS Area or other body corporate asset.

7.2 This by-law does not prevent an occupier from installing 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.

- 7.3 The owner of a Lot must keep any such device installed under this by-law in good order and repair. The occupier of a Lot must not leave rubbish or other materials on the Common Property or any BMS Area in a way or place likely to interfere with the enjoyment of the Common Property or any BMS Area by someone else.

8. Leaving of rubbish etc. on Common Property

The occupier of a Lot must not leave rubbish or other materials on the Common Property or any BMS Area in a way or place likely to interfere with the enjoyment of the Common Property or any BMS Area by someone else.

9. Use of Recreation Facilities

9.1 The occupier of a Lot must:

- (a) ensure that invitees and guests do not use the Recreation Facilities unless the occupier accompanies them;
- (b) ensure that children below the age of thirteen (13) years are not in or around the Recreation Facilities unless accompanied by an adult occupier exercising effective control over them;
- (c) ensure that no use is made of the Recreation Facilities between the hours of 10.00pm and 6.00am, unless the committee of the Body Corporate decides otherwise;
- (d) ensure that any Recreation Facility is left in a clean and tidy condition after use; and
- (e) obey the directions of the Caretaker or any other authorised representative of the Body Corporate in relation to the behaviour of persons using the Recreation Facilities.

- 9.2 The occupier of a Lot must not, without the Body Corporate's written approval operate, adjust or interfere with the operation of any equipment associated with the Recreation Facilities except in compliance with any operating instructions that may apply to users of any Recreation Facility. Users of any Recreation Facility must use the equipment in a proper and safe manner.

- 9.3 If this by-law is inconsistent with the by-laws of a community titles scheme in respect of which any Recreation Facility in any BMS Area is located, the by-laws of the other community titles scheme will prevail.

10. Instructions to contractors

The occupier of a Lot must not directly instruct any contractors or workmen employed by the Body Corporate unless authorised to do so.

11. Garbage disposal including loading dock

11.1 The occupier of a Lot must:

- (a) unless the Body Corporate provides some other way of garbage disposal, keep within the Lot a receptacle for garbage in a clean and dry condition and adequately covered on the Lot, or on a part of the Common Property designated by the Body Corporate for the purpose, and make proper and regular use of any rubbish chute on the relevant level of the Building;
- (b) comply with all Council laws about the disposal of garbage;
- (c) ensure that the health, hygiene and comfort of the occupiers of other Lots is not adversely affected by the disposal of garbage;
- (d) use any recycle bins or receptacles that may be provided by the Body Corporate to dispose of garbage including separating, where necessary, any garbage so that full use is made of such bins or receptacles;
- (e) carry out the cleaning of any refuse bin only in the bin wash down area designated by the Body Corporate; and
- (f) otherwise comply with any directions or requirements of the Body Corporate in relation to garbage disposal.

11.2 The committee of the Body Corporate may make rules about the use or operation of any loading dock facility on the Common Property in relation to:

- (a) the manner in which it may be used or operated;
- (b) the hours of use; and
- (c) the establishment and operation of a booking system for the use of the loading dock (**Reservation System**), which Reservation System will be administered by the Caretaker.

11.3 In relation to any Reservation System, the rules applying to it may exclude others using the loading dock facility during the time period to which the reservation or booking applies.

11.4 The occupier of a Lot must comply with any rules under by-law 11.2.

12. Appearance of Lot

12.1 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 as determined by the committee of the Body Corporate.

12.2 The occupier of a Lot must not, without the Body Corporate's written approval:

- (a) hang washing, bedding, or another cloth article if the article is visible from another Lot or the Common Property, or from outside the Scheme Land;
- (b) affix any clothes line or similar drying device to the balcony of the Lot or any part of the Common Property;
- (c) hang or store any plant, machinery or equipment (including white goods) on the balcony of the Lot; or
- (d) display a sign, advertisement, placard, banner, pamphlet or similar article if the article is visible from another Lot or the Common Property, or from outside the Scheme Land.

13. Storage of Flammable Materials

13.1 The occupier of a Lot must not, without the Body Corporate's written approval, store a flammable substance on the Common Property or any BMS Area.

13.2 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.

13.3 However, this by-law 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 substance.

14. Keeping of Animals

14.1 The occupier of a Lot must not, without the committee of the Body Corporate's written approval:

- (a) bring or keep an animal on the Lot, or the Common Property; or
- (b) permit an invitee to bring or keep an animal on the Lot or the Common Property.

14.2 If any occupier is given an approval under this by-law, the occupier must ensure that the animal does not interfere with the peaceful enjoyment of a person lawfully on another Lot or the Common Property.

14.3 Any approval given under this by-law must not be unreasonably withheld and any approval may be granted subject to reasonable conditions.

- 14.4 The committee may order an animal to be removed from the Scheme Land if approval has not been sought and obtained or if any conditions attaching to any approval are not complied with.

15. Auction sales

The occupier of a Lot must not, without the Body Corporate's written approval, permit any auction sale to be conducted or to take place on the Lot or on the Common Property. This by-law does not apply to the Original Owner.

16. Right of entry

- 16.1 The occupier of a Lot, upon receiving reasonable notice from the Body Corporate, must allow the Body Corporate or the Caretaker or any contractors, workmen or other persons authorised by them, the right of access to the Lot for the purpose of carrying out works or effecting repairs to any Utility Infrastructure, the Lot, another Lot or the Common Property or for the purpose of reading of any meter used for recording the consumption of any Utility Service.
- 16.2 If in the reasonable opinion of the Body Corporate or the Caretaker there is a matter of sufficient emergency no such notice will be necessary. Such works or repairs shall be at the expense of the owner of the Lot in the case where the need for such works or repairs is due to any act or default of the occupier or their invitees.
- 16.3 The Body Corporate or the Caretaker in exercising the power under this by-law must ensure that its employees, agents and contractors cause as little inconvenience to the occupier of the Lot as is reasonable in the circumstances.

17. Use of Lots

- 17.1 Subject to any by-law to the contrary, the occupier of a Lot must not use their Lot or permit the same to be used otherwise than for residential accommodation or for any purpose that may cause a nuisance or hazard or for any illegal or immoral purpose or for any other purpose that may endanger the safety or good reputation of persons residing within the Scheme Land.
- 17.2 The owner of a Lot is liable for any increase in the premium for reinstatement insurance effected by the Body Corporate, which increase is attributable to the way in which a Lot (or any exclusive use area) is used by any occupier.

18. Infectious diseases

- 18.1 In the event of any infectious diseases which may require notification under any law happening in any Lot, the occupier of the Lot must give written notice to the Body Corporate and provide such information which the Body Corporate may require.
- 18.2 The occupier must pay to the Body Corporate the expenses incurred by the Body Corporate of disinfecting the Lot and any part of the Common Property required to be disinfected and to replace any articles or things the destruction of which may be rendered necessary by such disease.

19. Alterations to the Lot

- 19.1 The occupier of a Lot must not, without the written approval of the Body Corporate:
- (a) effect a structural alteration to the interior of the Lot (regardless of whether the alteration involves load bearing or non-load bearing structures); or
 - (b) carry out work to or alter the exterior of the Lot or to the Common Property (including painting).
- 19.2 Before deciding whether to give approval referred to in this by-law, the Body Corporate may require information from the occupier including copies of plans and specifications of the proposed work, alteration, improvement or structure. Any work, alteration, improvement or structure carried out or erected in breach of this by-law may be removed by the Body Corporate.

20. Balconies and terraces

- 20.1 Despite any other by-law to the contrary, all balconies and terraces shown on the Council approved drawings and documents for the Building must remain unenclosed with no shutters, glazing, louvers or similar permanent fixtures other than those consistent with the relevant Brisbane Planning Scheme Codes/Policies and clearly depicted on the approved drawings.
- 20.2 Despite any other by-law to the contrary, an occupier of a Lot must not erect any structure or change any existing structure on the outside of the Lot or the Building except in accordance with any development approval applying to the Scheme Land.

21. Window coverings

- 21.1 An occupier of a Lot must not, without the Body Corporate's written approval, hang, install, remove or replace any window covering (including, without limitation, a curtain, curtain backing, blind, shutter or tinting).
- 21.2 Any window tinting must be consistent for the entire Building and the committee of the Body Corporate has the power to set a standard for tinting.

22. Acoustics

- 22.1 An occupier of a Lot must not, without the written approval of the Body Corporate, and subject to any conditions the Body Corporate may impose, 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 (Hard Flooring).
- 22.2 The Body Corporate may impose conditions on its approval (if granted) to install the Hard Flooring.
- 22.3 The Body Corporate will have regard to the following matters in deciding to grant their consent to the installation of the Hard Flooring:
- (a) Hard flooring must be installed to be compliant with FV5.1 of the NCC 2013 Building Code of Australia. The floor must achieve the following with regards to impact:

Impact: $L_nT_{w} + CI$ not more than 62;
 - (b) once the Hard Flooring is installed, the impact level must be determined by a field test conducted by an accredited acoustic consultant approved by the Body Corporate (**Floor Impact Level Report**). The occupier will be responsible (at their cost) for obtaining the Floor Impact Level Report and providing a copy of the report to the Body Corporate within 7 days of receiving the same;
 - (c) where the FIIC report states that the FIIC of the Hard Flooring is less than the relevant level outlined in by-law 22.3(a) the occupier (at its cost and within a reasonable time) must cause the Hard Flooring to either be removed or have the Hard Flooring repaired such that the Hard Flooring complies with the relevant specifications outlined in by-law 22.3(a); and
 - (d) where the Floor Impact Level Report states that the floor impact level of the Hard Flooring is more than or equal to the level outlined in by-law 22.3(a) the Body Corporate must notify the Body Corporate's insurer and the occupier or Lot owner will be responsible for any increase in the insurance premium as a result of the installation of the Hard Flooring.
- 22.4 The occupier of a Lot must adhere to any conditions imposed by the Body Corporate regarding the Hard Flooring prior to and following the installation of the Hard Flooring in accordance with this by law.
- 22.5 If the occupier of a Lot fails to comply with the terms of this by-law 22, the occupier must (at their expense) remove all the Hard Flooring and reinstate the Lot to its former prior to the commencement of the installation of the Hard Flooring.

23. Maintenance of Lots

- 23.1 Except where it is the responsibility of the Body Corporate under the Act, the Regulation Module or these by-laws, the owner of the Lot is responsible for the maintenance of their Lot and must ensure that the Lot is kept and maintained so as not to be offensive in appearance to the occupiers of other Lots through the accumulation of excess rubbish or otherwise.

- 23.2 Where a Lot contains a planter box, the owner of the Lot is responsible for ensuring that any planter box is properly maintained and that it and any vegetation in it complies with the requirements of the Body Corporate. The owner of the Lot accepts that planter boxes and vegetation must be consistent in appearance throughout the Scheme.

24. Replacement of glass

Windows must be kept clean and promptly replaced by and at the cost of the occupier of the Lot with fresh glass of the same kind and weight as at present if broken or cracked. This by-law shall not prohibit an owner of a Lot from making a claim on any applicable Body Corporate insurance.

25. Taps

The occupier of a Lot must not waste water and shall see that all water taps in the Lot are promptly turned off after use. Should the Lot be unoccupied for a period of more than a month, then the stopcock or such other similar device on the hot water system must be turned off.

26. Utility Infrastructure

The Utility Infrastructure must not be used for any purpose other than that for which they were constructed and no sweepings, rubbish or other unsuitable substance may be deposited in any Utility Infrastructure. Any damage or blockage resulting to any Utility Infrastructure from misuse or negligence of the occupier of a Lot or its invitees is the responsibility of the owner of the Lot.

27. Behaviour of invitees

- 27.1 The occupier of a Lot must take reasonable steps to ensure that the occupier's invitees do not behave in a manner likely to interfere with the peaceful enjoyment of another Lot or someone else's enjoyment of the Common Property or any BMS Area.
- 27.2 The occupier of a Lot must compensate the Body Corporate in respect of any damage to the Common Property or damage to any BMS Area or other Body Corporate assets caused by the occupier or its invitees.
- 27.3 The owner of a Lot which is the subject of a tenancy or licence must take reasonable steps, including any action available under any such tenancy or licence, to ensure that any tenant or licensee of the Lot or their invitees comply with these by-laws.
- 27.4 The obligations imposed by these by-laws on an occupier of a Lot must be observed not only by the occupier but also by the tenant, licensee or invitee of the occupier.
- 27.5 Where the Body Corporate expends money to make good damage caused by a breach of the Act, the Regulation Module or of these by-laws or of any BMS by any occupier of a Lot or the guests, servants, employees, agents, children, invitees or licensees of the occupier of a Lot or any of them, the Body Corporate is 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 a time when the breach occurred.

28. Notice of Defect

The occupier of a Lot must give the Body Corporate or the Caretaker prompt notice of any accident to or defect in the Utility Infrastructure on the Common Property which comes to his knowledge and the Body Corporate has authority by its agents or servants in the circumstances having regard to the urgency involved to examine or make such repairs or carry out any work it may consider necessary for the safety and preservation of the Scheme Land as often as may be necessary.

29. Owner not to litter

The occupier must not throw or allow to fall or permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butt or other substance or article out of the windows or doors or down or from any staircases, skylights, balconies, the roof or in passageways. Any damage or costs for cleaning or repair caused by such breach will be the responsibility of the occupier concerned.

30. Display Lot

While the Original Owner remains an owner or lessee of any Lot, it and its employees and agents are entitled to use any Lot or Lots of which it remains an owner as a display unit and shall be entitled to allow prospective purchasers to inspect any such Lot and for such purposes is entitled to use such signs, advertising or display material in or about any Lot and Common Property as it thinks fit, such signs to be attractive and tasteful having regard to the general appearance of the Scheme Land but such signs shall not at any time be more in terms of number and size than is reasonably necessary.

31. Caretaking

31.1 Any Lot in the Scheme owned or occupied by the Caretaker may be used for:

- (a) residential accommodation purposes;
- (b) management and caretaking of the Common Property, Lots or any BMS Area;
- (c) the letting or sale of Lots;
- (d) the provision of other services for the benefit of the Common Property, Lots or any BMS Area; or
- (e) the provision of management, caretaking, letting, real estate and other services to adjacent or nearby schemes or buildings and to the owners of apartments in those schemes or buildings.

31.2 Insofar as it is lawful to do so, the Body Corporate must:

- (a) not unreasonably or unlawfully interfere with any services provided by the Caretaker;
- (b) not grant or authorise any other person or corporation to conduct any services provided by the Caretaker (or any business of a similar nature) on or from the Common Property and nor shall the Body Corporate conduct any such business itself whether directly or indirectly;
- (c) not make any part of the Common Property available to any person or corporation for the purpose of conducting any such business or providing such services;
- (d) use all reasonable endeavours to effect a termination of a competing business or service, in the event that a person other than the Caretaker attempts to use any part of the Common Property for the purpose of conducting a business or service in competition with the business of or services provided by the Caretaker;
- (e) permit or authorise the Caretaker to display signs or notices on the Common Property in connection with the business or services provided by the Caretaker; and
- (f) permit or authorise persons from adjacent or nearby schemes or buildings to enter the Common Property to deal with the Caretaker in relation to the provision of any of the services referred to in by-law 31.131.1(e).

32. Exclusive use – single car parking

32.1 The occupiers of Lots set out in Schedule E under the heading "By-law 32" are entitled to the exclusive use and enjoyment of the areas identified in Schedule E opposite their Lot for use as a car park.

32.2 The occupiers of Lots allocated an exclusive use area in respect of which Schedule E designates the area with the letters "NS" following a number, acknowledge that the exclusive use area within which a Vehicle is to be parked is smaller than other exclusive use areas allocated under this by-law, the effect of which is that any Vehicle to be parked in the exclusive use area must be of a size that can be parked in a car space with the following dimensions:

- (a) width limit- 2.3 metres; and
- (b) length limit- 5.0 metres.

32.3 An occupier of a Lot must keep their exclusive use area in a clean and tidy condition including removing any oil or chemical stains. If the occupier fails to do so, the Body Corporate may arrange for cleaning at the cost of the occupier which cost may be recovered from the occupier.

- 32.4 Subject to by-law 32.4, the Body Corporate is responsible for ensuring that any exclusive use area is maintained and repaired.
- 32.5 An occupier of a Lot must not install any storage cupboard or device in the exclusive use area (Car Park Works), without the Body Corporate's written approval.
- 32.6 With respect to any approval under by-law 32.5, the occupier must comply with any conditions that the Body Corporate may impose in relation to the Car Park Works or in relation to the use or operation of the Car Park Works.
- 32.7 The owner of the Lot is responsible for the maintenance and repair of any Car Park Works.
- 32.8 The Body Corporate, the Caretaker and each of their respective employees, agents and contractors may, with or without notice to an occupier, enter upon the exclusive use area for the purpose of inspecting it or for carrying out works or effecting repairs and maintenance to the Utility Infrastructure or the Scheme Land.
- 32.9 Two (2) or more Lot owners may, under a re-allocation agreement, re-allocate their allocated car parks but details of the re-allocation must be given to the Body Corporate. A re-allocation agreement may involve a single car park without a pallet system, a car park involving a pallet system or a car park involving a stacker system.
- 32.10 The Original Owner is authorised to allocate exclusive use areas in accordance with the Act.
- 32.11 An occupier acknowledges that where an exclusive use area is situated near the boundary of the north eastern part of the Scheme Land, their usage rights may be temporarily interrupted to allow for construction activities to facilitate the development of neighbouring land. In that event, the occupier agrees that the Body Corporate or the Original Owner may allocate or arrange for an alternative area to be used by the occupier during such times.
- 33. Exclusive use – single car parking (access via pallet system)**
- 33.1 The occupiers of Lots set out in Schedule E under the heading "By-law 33" are entitled to the exclusive use and enjoyment of the areas identified in Schedule E opposite their Lot for use as a car park.
- 33.2 An occupier acknowledges that it must use or pass over an area containing a pallet system to park their Vehicle, as a pallet parking system operates in front of their car park (each a Car Pallet Area). The Lots associated with that Car Pallet Area comprise an Adjacent Car Park Group.
- 33.3 The occupier agrees to comply with the following:
- (a) any Vehicle must be driven in front end first into their car park;
 - (b) only a Vehicle complying with the following weight and length limits may be parked in the allocated car park:
 - (i) weight limit - 2 tonnes; and
 - (ii) length limit - 5.0 metres;
 - (c) the car pallet cannot accommodate any Vehicle in excess of the above weight and length limits;
 - (d) an occupier cannot use or pass over the Car Pallet Area to park a Vehicle if:
 - (i) the car pallets are full (e.g. because another occupier is in breach of this by-law by parking more vehicles than it is entitled to do so);
 - (ii) the Vehicle to be parked exceeds the permitted dimensions referred to in this by-law; or
 - (iii) the Vehicle is not driven in front forward;
 - (e) a Vehicle must not be left parked in any area of the Car Pallet Area;
 - (f) an occupier must comply with all directions of the manufacturer of the car pallet and the Body Corporate, as to the proper, efficient and safe use of the car pallet and an occupier must have reasonable regard for the convenience of other users;

- (g) an occupier must remove their Vehicle if required to enable the maintenance and repair of the car pallet upon prior reasonable notice being given by the body corporate to the occupier and the occupier accepts that the car pallet may not be able to be used during any period of maintenance and repair;
 - (h) if the use of the Car Pallet Area can only occur through the use of a security key or keypad, the occupier will be entitled to one security key or other device which operates the car pallet in the Car Pallet Area; and
 - (i) each occupier indemnifies the Body Corporate and each other occupier of the relevant Car Pallet Area for any loss or damage suffered by the Body Corporate or such other occupier as a result of any wilful or negligent use of the car pallet or the Car Pallet Area or due to any non-compliance with this by-law by the occupier (or by any person using the car pallet or the Car Pallet Area with the permission of the occupier or using the car pallet or Car Pallet Area utilising the security key or other device of the occupier).
- 33.4 For the purposes of this by-law the length, width or weight of a Vehicle is to be measured as including anything attached to the Vehicle that might increase its total length, width or weight such as tow bars, or bull bars or the like.
- 33.5 The Body Corporate is responsible for ensuring that any exclusive use area is maintained and repaired.
- 33.6 The owners of Lots associated with an Adjacent Car Park Group must contribute to the costs incurred by the Body Corporate under by-law 34.4 in administering, maintaining and repairing the relevant Car Pallet Area. That contribution will be based on the relevant Lot owner's number of car parks in the Adjacent Car Park Group in proportion to the sum of the total of the Car Park Entitlements applicable to a Car Pallet Area and the number of car parks comprised in the Adjacent Car Park Group. To avoid any doubt, the costs incurred by the Body Corporate will include costs to separately invoice owners of Lots and to recover unpaid costs. A failure to pay any contribution may result in the deactivation of an occupier's key or code to use the Car Pallet Area.
- 33.7 An occupier must not store any items of property in the Car Pallet Area or use it in any way to create a nuisance or obstruction or cause any damage to the car pallet or any Vehicle in the Car Pallet Area.
- 33.8 Subject to the Act, the Body Corporate has the power to remove, have towed away, and to retain until the costs of removal, towing and storage are paid, any Vehicle which has been placed in the Car Pallet Area other than in accordance with this by-law, or by or on behalf of an occupier, or where the Body Corporate reasonably determines that the Vehicle has been abandoned. The costs incurred by the Body Corporate in relation to any action taken under this by-law may be invoiced to and recovered from the relevant Lot owner (even if the Vehicle does not belong to the Lot owner).
- 33.9 An occupier of a Lot must not litter the exclusive use area or the Car Pallet Area and ensure that it is left in a clean and tidy condition after use including removing any oil or chemical stains. If the occupier fails to do so, the Body Corporate may arrange for cleaning at the cost of the occupier which cost may be recovered from the occupier.
- 33.10 Subject to by-law 33.9, the Body Corporate is responsible for ensuring that any exclusive use area is maintained and repaired.
- 33.11 An occupier of a Lot must not install any storage cupboard or device in the exclusive use area (**Car Park Works**), without the Body Corporate's written approval.
- 33.12 With respect to any approval under by-law 33.11, the occupier must comply with any conditions that the Body Corporate may impose in relation to the Car Park Works or in relation to the use or operation of the Car Park Works.
- 33.13 The owner of the Lot is responsible for the maintenance and repair of any Car Park Works.
- 33.14 The Body Corporate, the Caretaker and each of their respective employees, agents and contractors may, with or without notice to an occupier, enter upon the exclusive use area for the purpose of inspecting it or for carrying out works or effecting repairs and maintenance to the Utility Infrastructure or the Scheme Land.
- 33.15 Two (2) or more Lot owners may, under a re-allocation agreement, re-allocate their allocated car parks but details of the re-allocation must be given to the Body Corporate. A re-allocation agreement may involve a single car park without a pallet system, a car park involving a pallet system or a car park involving a stacker system.
- 33.16 The Original Owner is authorised to allocate exclusive use areas in accordance with the Act.

33.17 An occupier acknowledges that where an exclusive use area is situated near the boundary of the north eastern part of the Scheme Land, their usage rights may be temporarily interrupted to allow for construction activities to facilitate the development of neighbouring land. In that event, the occupier agrees that the Body Corporate or Original Owner may allocate or arrange for an alternative area to be used by the occupier during such times.

34. Exclusive Use – pallet car parking

34.1 The occupiers of Lots set out in Schedule E under the heading "By-law 34" are entitled to the exclusive use and enjoyment (in common with other relevant occupiers) of a certain area of the Common Property identified in Schedule E (**Car Pallet Area**) opposite their Lot for use as a car park. Schedule E identifies the number of vehicles each occupier is entitled to park in the Car Pallet Area (**Car Park Entitlements**).

34.2 The occupier agrees to comply with or accept the following:

- (a) an occupier must only park their Vehicle on the pallet assigned to it by the Body Corporate (which may be communicated to the occupier by the Caretaker);
- (b) any Vehicle must be driven in front end first onto a car pallet and the driver must then exit the Car Pallet Area;
- (c) following the driver exiting the Car Pallet Area, the driver must use the security key or the keypad to enable (if required) the car pallet to park the Vehicle;
- (d) only a Vehicle complying with the following width, weight and length limits may use the car pallet:
 - (i) width limit - 2.28 metres;
 - (ii) weight limit - 2 tonnes; and
 - (iii) length limit - 5.0 metres,
- (e) the car pallet cannot accommodate any Vehicle in excess of the above width, weight and length limits;
- (f) an occupier may only use the Car Pallet Area for the storage of the number of vehicles allocated to the Lot in Schedule E (which use will be in common with other occupiers allocated to the same Car Pallet Area);
- (g) an occupier cannot use the Car Pallet Area to park a Vehicle if:
 - (i) the car pallets are full (e.g. because another occupier is in breach of this by-law by parking more vehicles than it is entitled to do so);
 - (ii) the Vehicle to be parked exceeds the permitted dimensions referred to in this by-law; or
 - (iii) the Vehicle is not driven in front forward,
- (h) a Vehicle must not be left parked in any part of the Car Pallet Area that does not comprise a car pallet;
- (i) an occupier must comply with all directions of the manufacturer of the car pallet and the Body Corporate, as to the proper, efficient and safe use of the car pallet and an occupier must have reasonable regard for the convenience of other users including using any pallet that may be allocated to the occupier;
- (j) an occupier must remove their Vehicle if required to enable the maintenance and repair of the car pallet upon prior reasonable notice being given by the body corporate to the occupier and the occupier accepts that the car pallet may not be able to be used during any period of maintenance and repair;
- (k) if the use of the Car Pallet Area can only occur through the use of a security key or keypad, the occupier will be entitled to one security key or other device which operates the car pallet in the Car Pallet Area;
- (l) an occupier must permit any other occupier entitled to the use of an exclusive use area under by-law 33 to pass over the relevant Car Pallet Area for the purpose of entering or exiting that exclusive use area;
- (m) an occupier must not store any items of property in the Car Pallet Area or use it in any way to create a nuisance or obstruction or cause any damage to the car pallet or any Vehicle in the Car Pallet Area;

- (n) an occupier of a Lot must not litter the Car Pallet Area and ensure that it is left in a clean and tidy condition after use including removing any oil or chemical stains and, if the occupier fails to do so, the Body Corporate may arrange for cleaning at the cost of the occupier which cost may be recovered from the occupier; and
 - (o) each occupier indemnifies the Body Corporate and each other occupier of the relevant Car Pallet Area for any loss or damage suffered by the Body Corporate or such other occupier as a result of any wilful or negligent use of the car pallet or the Car Pallet Area or due to any non-compliance with this by-law by the occupier (or by any person using the car pallet or the Car Pallet Area with the permission of the occupier or using the car pallet or Car Pallet Area utilising the security key or other device of the occupier).
- 34.3 For the purposes of this by-law the width, length or weight of a Vehicle is to be measured as including anything attached to the Vehicle that might increase its total width, length or weight such as tow bars, or bull bars or the like.
- 34.4 Subject to by-law 34.2(n), the Body Corporate must properly maintain and keep in a state of good and serviceable repair the car pallet system and the Car Pallet Area including any services or equipment which are required for the operation of the car pallet system. The Body Corporate must also if and when reasonably required renew or replace the car pallet system and any services or equipment which serve the car pallet system including, without limitation, any part that may require renewal or replacement.
- 34.5 The owners of Lots associated with a Car Pallet Area and the owners of Lots associated with an Adjacent Car Park Group must share the costs incurred by the Body Corporate under by-law 34.4.
- 34.6 The Body Corporate is required to recover such costs from the owners of Lots associated with a Car Pallet Area based on the relevant Lot owner's Car Park Entitlements in proportion to the sum of the total of the Car Park Entitlements applicable to a Car Pallet Area and the number of car parks comprised the Adjacent Car Park Group as defined in by-law 33.2. To avoid any doubt, the costs incurred by the Body Corporate will include costs to separately invoice owners of Lots and to recover unpaid costs. A failure to pay any contribution may result in the deactivation of an occupier's key or code to use the Car Pallet Area.
- 34.7 Subject to the Act, the Body Corporate has the power to remove, have towed away, and to retain until the costs of removal, towing and storage are paid, any Vehicle which has been placed in the Car Pallet Area other than in accordance with this by-law, by or on behalf of an occupier, or where the Body Corporate reasonably determines that the Vehicle has been abandoned. The costs incurred by the Body Corporate in relation to any action taken under this by-law may be invoiced to and recovered from the relevant Lot owner (even if the Vehicle does not belong to the Lot owner).
- 34.8 Two (2) or more Lot owners may, under a re-allocation agreement, re-allocate their allocated car parks but details of the re-allocation must be given to the Body Corporate. A re-allocation agreement may involve a single car park without a pallet system, a car park involving a pallet system or a car park involving a stacker system.
- 34.9 The Body Corporate, the Caretaker and each of their respective employees, agents and contractors may, with or without notice to an occupier, enter upon the exclusive use area for the purpose of inspecting it or for carrying out works or effecting repairs and maintenance to the Utility Infrastructure or the Scheme Land.
- 34.10 The Original Owner is authorised to allocate the use of the Car Pallet Area in accordance with the Act.
- 34.11 An occupier acknowledges that where an exclusive use area is situated near the boundary of the north eastern part of the Scheme Land, their usage rights may be temporarily interrupted to allow for construction activities to facilitate the development of neighbouring land. In that event, the occupier agrees that the Body Corporate or Original Owner may allocate or arrange for an alternative area to be used by the occupier during such times.
- 35. Exclusive Use – stacker car parking**
- 35.1 The occupiers of Lots set out in Schedule E under the heading "By-law 35" are entitled to the exclusive use and enjoyment (in common with other relevant occupiers) of a certain area of the Common Property identified in Schedule E (**Car Stacker Area**) opposite their Lot for use as a car park. Schedule E identifies the number of vehicles each occupier is entitled to park in the Car Stacker Area.
- 35.2 An occupier acknowledges that in respect of a Car Stacker Area:
- (a) access to the Car Stacker Area may be via another Car Stacker Area;

- (b) the occupier must not impede or prevent such access by other users;
- (c) the operation of the car stacker in the Car Stacker Area may be integrated with another car stacker; and
- (d) the model, type or version of car stacker will be as is appropriate for the operation of the parking arrangements (e.g. the car stacker may include provision for driving through to reach rear parking within the car stacker).

35.3 An occupier agrees to comply with or accept the following:

- (a) an occupier must only park their Vehicle on the platform in the Car Stacker Area assigned to it by the Body Corporate (which may be communicated to the occupier by the Caretaker);
- (b) any Vehicle must be driven in front end first into the entry bay of any relevant Car Stacker Area and the driver must then exit the Car Stacker Area;
- (c) following the driver exiting the Car Stacker Area, the driver must use the security key or the key pad to enable the car stacker to park the Vehicle;
- (d) the car stacker will on each occasion determine where any Vehicle will be located;
- (e) to retrieve a vehicle from the car stacker, an occupier must operate the security key or keypad in the car stacker to retrieve their vehicle which will be returned to the exit bay, and a driver may only enter the Vehicle when it is located in the exit bay;
- (f) only a Vehicle complying with the following width, height, weight and length limits may be parked in the car stacker:
 - (i) width limit -1.90 metres;
 - (ii) height limit - 1.65 metres;
 - (iii) weight limit - 2 tonnes; and
 - (iv) length limit - 5.2 metres (subject to by-law 35.3(g)),
- (g) in relation to an exclusive use area in respect of which Schedule E designates the area with the letters "SS" following a number, only a Vehicle equal to or less than 4.8 metres in length may be parked in the car stacker;
- (h) an occupier may only use the Car Stacker Area for the storage and retrieval of the number of Vehicles allocated to the Lot in Schedule E (which use will be in common with other occupiers allocated to the same Car Stacker Area);
- (i) an occupier cannot use the Car Stacker Area to park a Vehicle if:
 - (i) the car stacker is full (e.g. because another occupier is in breach of this by-law by parking more vehicles than it is entitled to do so);
 - (ii) the Vehicle to be parked exceeds the permitted dimensions referred to in this by-law;
 - (iii) the Vehicle is not driven in front forward;
 - (iv) the Vehicle has its aerial up;
 - (v) the vehicle's doors are open or boot or bonnet are up; or
 - (vi) if any other item on a Vehicle is likely to interfere with the car stacker (e.g. an item on a roof rack or a cargo holder).
- (j) an occupier must ensure that no person or animal is in the Vehicle whilst it is in the Car Stacker Area, except for the driver driving the Vehicle into the entry bay and the driver entering into their Vehicle to drive it out of the exit bay after the Vehicle has been retrieved from the parking bay;

- (k) any Vehicle must not be left parked (except immediately before parking or after retrieval) in the entry or exit bays to the car stacker into or from which drivers drive their Vehicle;
 - (l) an occupier must comply with all directions of the manufacturer of the car stacker and the Body Corporate, as to the proper, efficient and safe use of the car stacker and an occupier must have reasonable regard for the convenience of other users including using any platform that may be allocated to the occupier;
 - (m) an occupier must remove their Vehicle if required to enable the maintenance and repair of the car stacker upon prior reasonable notice being given by the body corporate to the occupier and the occupier accepts that the car stacker may not be able to be used during any period of maintenance and repair;
 - (n) if the car stacker can only be operated by a security key or keypad, each occupier will be entitled to one security key or other device which operates the car stacker;
 - (o) an occupier must not store any items of property in any Car Stacker Area or use it in any way to create a nuisance or obstruction or cause any damage to the car stacker or any Vehicle in any Car Stacker Area;
 - (p) an occupier of a Lot must not litter any Car Stacker Area and ensure that it is left in a clean and tidy condition after use including removing any oil or chemical stains and, if the occupier fails to do so, the Body Corporate may arrange for cleaning at the cost of the occupier which cost may be recovered from the occupier; and
 - (q) each occupier indemnifies the Body Corporate and each other occupier of any Car Stacker Area for any loss or damage suffered by the Body Corporate or such other occupier as a result of any wilful or negligent use of any car stacker or Car Stacker Area or due to any non-compliance with this by-law by the occupier (or by any person using the car stacker or the Car Stacker Area with the permission of the occupier or using the car stacker or Car Stacker Area utilising the security key or other device of the occupier).
- 35.4 For the purposes of this by-law the length, width, height or weight of a Vehicle is to be measured as including anything attached to the Vehicle that might increase its total length, width, height or weight such as roof racks, items on roof racks, open doors, open windows, open boots or open bonnets, an aerial, tow bars, or bull bars or the like.
- 35.5 The Body Corporate must properly maintain and keep in a state of good and serviceable repair the car stacker and the Car Stacker Area including any services or equipment which are required for the operation of the car stacker. The Body Corporate must also if and when reasonably required renew or replace the car stacker and any services or equipment which serve the car stacker including, without limitation, any part that may require renewal or replacement.
- 35.6 Subject to by-law 35.7 the costs incurred by the Body Corporate under by-law 35.5 must be recovered from and paid by the owners of the Lots entitled to the use of the Car Stacker Area based on the number of vehicles the owner of the Lot is entitled to park in the Car Stacker Area in proportion to the total number of vehicles that may be parked in the Car Stacker Area. To avoid any doubt, the costs incurred by the Body Corporate will include costs to separately invoice owners of Lots and to recover unpaid costs. A failure to pay any contribution may result in the deactivation of an occupier's key or code to use the Car Stacker Area.
- 35.7 This by-law applies where adjacent Car Stacker Areas use an integrated car stacker system. In such case, in respect of each integrated Car Stacker Areas, the costs incurred by the Body Corporate under by-law 35.5 must be recovered from and paid by the owners of the Lots entitled to the use of the relevant integrated Car Stacker Areas based on the number of vehicles the owner of the Lot is entitled to park in the integrated Car Stacker Areas in proportion to the total number of vehicles that may be parked in the integrated Car Stacker Areas. To avoid any doubt, the costs incurred by the Body Corporate will include costs to separately invoice owners of Lots and to recover unpaid costs. A failure to pay any contribution may result in the deactivation of an occupier's key or code to use the integrated Car Stacker Area.
- 35.8 Subject to the Act, the Body Corporate has the power to remove, have towed away, and to retain until the costs of removal, towing and storage are paid, any Vehicle which has been placed in any Car Stacker Area other than in accordance with this by-law, by or on behalf of an occupier, or where the Body Corporate reasonably determines that the Vehicle has been abandoned. The costs incurred by the Body Corporate in relation to any action taken under this by-law may be invoiced to and recovered from the relevant Lot owner (even if the Vehicle does not belong to the Lot owner).

- 35.9 Two (2) or more Lot owners may, under a re-allocation agreement, re-allocate their allocated car parks but details of the re-allocation must be given to the Body Corporate. A re-allocation agreement may involve a single car park without a pallet system, a car park involving a pallet system or a car park involving a stacker system.
- 35.10 The Body Corporate, the Caretaker and each of their respective employees, agents and contractors may, with or without notice to an occupier, enter upon the exclusive use area for the purpose of inspecting it or for carrying out works or effecting repairs and maintenance to the Utility Infrastructure or the Scheme Land.
- 35.11 The Original Owner is authorised to allocate the use of the Car Stacker Area in accordance with the Act.
- 35.12 An occupier acknowledges that where an exclusive use area is situated near the boundary of the north eastern part of the Scheme Land, their usage rights may be temporarily interrupted to allow for construction activities to facilitate the development of neighbouring land. In that event, the occupier agrees that the Body Corporate or Original Owner may allocate or arrange for an alternative area to be used by the occupier during such times.
- 36. Exclusive Use - Storage**
- 36.1 The occupiers of Lots set out in Schedule E under the heading "By-law 36" are entitled to the exclusive use and enjoyment of the areas identified in Schedule E opposite their Lot for use as a storage area.
- 36.2 Two (2) or more Lot owners may, under a re-allocation agreement, re-allocate their exclusive use area between themselves but details of the re-allocation must be given to the Body Corporate.
- 36.3 An occupier of a Lot must keep their exclusive use area in a clean and tidy condition.
- 36.4 An occupier of a Lot is responsible for ensuring that any exclusive use area is maintained and repaired.
- 36.5 The Body Corporate, the Caretaker and each of their respective employees, agents and contractors may, with or without notice to an occupier, enter upon the exclusive use area for the purpose of inspecting it or for carrying out works or effecting repairs and maintenance to the Utility Infrastructure or the Scheme Land.
- 36.6 The Original Owner is authorised to allocate exclusive use areas in accordance with the Act.
- 36.7 An occupier acknowledges that where an exclusive use area is situated near the boundary of the north eastern part of the Scheme Land, their usage rights may be temporarily interrupted to allow for construction activities to facilitate the development of neighbouring land. In that event, the occupier agrees that the Body Corporate or Original Owner may allocate or arrange for an alternative area to be used by the occupier during such times.
- 37. BMS**
- 37.1 An occupier of a Lot must observe and comply with the terms of the BMS.
- 37.2 The Body Corporate must appoint one of its committee members to act as the representative of the Body Corporate on any management group established under the BMS. The committee of the Body Corporate may from time to time change the representative by a committee resolution.
- 37.3 The Body Corporate or an occupier of a Lot must ensure that it does nothing to impede or restrict the rights given to persons under the BMS.
- 38. Body Corporate empowered to enter into agreements**
- 38.1 Without limiting any power conferred or imposed by or under the Act or elsewhere under these by-laws, the Body Corporate may enter into, with such person as the Body Corporate may decide one or more of the following agreements:
- (a) an agreement for the caretaking, management or maintenance of the Common Property and the letting of lots on behalf of owners, occupiers and others;
 - (b) an agreement for the appointment of a body corporate manager for the performance of, among other things, certain duties and obligations of the Body Corporate (so far as it is lawful to do so);
 - (c) an agreement for the purpose of better seeing to the proper functioning, operation and management of the Scheme Land or any arrangements under the BMS;

- (d) an agreement for the purpose of ensuring the proper performance of the powers, duties and functions of the Body Corporate (including an agreement with a service contractor); or
- (e) an agreement for the supply of services (including Utility Services) to the Scheme Land including without limitation, an agreement for the provision and installation of television or communication services, portals or facilities.

39. Bulk Supply of Utility Services

39.1 The Body Corporate may supply or engage another person to supply or administer a Utility Service to the Scheme Land and in such case the following will apply:

- (a) the Body Corporate has the power to enter into a contract or agreement for the purchase of a Utility Service on the most economical basis for the Scheme Land from the relevant authority or service provider;
- (b) the Body Corporate has the power to sell a Utility Service to any occupier in the Scheme Land provided however that in respect of an electricity supply, the Body Corporate's charge must not exceed the lowest available tariff to the relevant occupier for the supply of the electricity direct from the relevant electricity authority;
- (c) the Body Corporate is not required to supply to any occupier a Utility Service beyond the requirements which the relevant authority or service provider could supply at any particular time;
- (d) the Body Corporate may charge for the Utility Service (including for the installation of Utility Infrastructure and the costs associated with the purchase, operation, maintenance and replacement of Utility Infrastructure for the Utility Service) but only to the extent permitted under the Act;
- (e) the Body Corporate may render accounts to any owner or occupier and such accounts are payable to the Body Corporate within fourteen (14) days of the delivery of such an account and, in respect of an account, an owner or occupier is liable, jointly and severally with any person who is liable to pay that account when that owner or occupier became the owner or occupier of the Lot;
- (f) in the event that an account for the supply of a Utility Service is not paid by its due date for payment, then the Body Corporate is entitled to disconnect the supply of the Utility Service to the Lot or recover the amount of the unpaid account (whether or not a formal demand has been made) as a liquidated debt due to it in any court of competent jurisdiction;
- (g) the Body Corporate is not responsible or liable for any failure of the supply of a Utility Service due to breakdowns, repairs, maintenance, strikes, accidents or causes of any class or description; and
- (h) the Body Corporate may, from time to time, determine a security deposit to be paid by an owner or occupier who is connected to the supply of a Utility Service as a guarantee against non-payment of accounts for the supply of the Utility Service.

39.2 The occupier of a Lot acknowledges that it may have to enter into an agreement with the Body Corporate for the supply of a Utility Service to enable the Body Corporate to supply the Utility Service to the occupier. The occupier of a Lot agrees to enter into such an agreement with the Body Corporate.

40. Security

40.1 All security equipment (if any) installed on Common Property and used in connection with the provision of security for the Scheme Land must with the exception of that equipment installed upon any Lot by an owner, be and remain the property of the Body Corporate. All security equipment (with the exception of that equipment installed upon any Lot by an owner, which shall be maintained at the cost of the owner) the property of the Body Corporate must be repaired and maintained at the cost of the Body Corporate.

40.2 In no circumstances will the Body Corporate be responsible to an owner or occupier (and the owner or occupier will 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 occupier must allow the Body Corporate or the Caretaker and their respective employees, agents or contractors to enter upon the Lot (upon reasonable notice except in the case of an emergency, in which case no such notice shall be required) and attend

to the repair (which term shall include replacement where required) or maintenance of the security equipment. The costs of the repair or maintenance of the security equipment within a Lot must be at the cost of the owner of a Lot.

41. Recovery of Costs

The owner of a Lot must pay on demand the whole of the Body Corporate costs (including solicitor and own client costs), which amount is deemed to be a liquidated debt due, in recovering all and any levies or moneys duly levied upon such owner by the Body Corporate pursuant to the Act. 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 or their invitees, the Body Corporate is 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.

42. Refuse collection

42.1 The Body Corporate is authorised to enter into an agreement with the Council to provide an on-site refuse collection service to the Scheme Land.

42.2 Any agreement referred to in by-law 42.1 must contain terms satisfactory to the Council.

43. Development Approval Conditions

43.1 The Body Corporate and owners and occupiers of Lots acknowledge and agree that they must comply with any applicable conditions under any development approval applying to the Scheme Land.

[Note: This by-law may be amended to include conditions in any development approval.]

44. Clarification of exclusive use areas

44.1 For clarity, where a by-law provides for the exclusive use of the Common Property for a particular purpose, an owner or occupier must not use that exclusive use area for any other purpose. For example, where a Lot is granted the exclusive use of Common Property for the purpose of car parking, the occupier of the Lot must not store a boat or personal items in that exclusive use area.

45. Regulating Smoking

(a) An occupier of a Lot must not Smoke or inhale a Smoking Product –

- (i) anywhere on the Common Property, other than in an enclosed exclusive use area attaching to the Lot;
- (ii) in the Outdoor Area of a Lot, or in the Outdoor Area of part of the Common Property attaching to a Lot by way of an exclusive use grant.

(b) For the purposes of by-law 45(a):

"Smoke" means:

- (i) for a smoking produce other than a hookah – smoke, hold or otherwise have control over the smoking product when it is ignited; or
- (ii) for a hookah – inhale through the hookah; or
- (iii) for a vaping device – inhale through the device.

"Smoking Product" includes but is not limited to a tobacco product, herbal cigarette, loose smoking blend, a thing that is intended to be smoked in a hookah, personal vaporiser, personal vaporiser related product or smoking related product.

"Outdoor Area" includes, but is not limited to, a:

- (i) balcony;
- (ii) courtyard;

- (iii) patio;
- (iv) veranda

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED
Statutory Easements and Services Location Diagram

Under Sections 66(1)(d)(ii) and (iii) of the *Body Corporate and Community Management Act 1997*, each of the following lots and common property is subject to and has the benefit of the following easements:

Lot Description	Statutory Easement	Services Location Diagram
Common Property on SP 271999	Water, electricity, gas, communications, drainage, sewerage, benefit of support, burden of support shelter, projections	Plan marked "SLD"
All Lots on SP 271999	Water, electricity, gas, communications, drainage, sewerage, benefit of support, burden of support shelter, projections	Plan marked "SLD"

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

Lot on Plan Descriptions	Exclusive Use Area	Use
Lot 2102 on SP 271999	Area 137NS on sketch marked "H"	Single car park [NS]
Lot 2104 on SP 271999	Area 132NS on sketch marked "H"	Single car park [NS]
Lot 2106 on SP 271999	Area 62N on sketch marked "D"	Single car park [N]
Lot 2108 on SP 271999	Area 131NS on sketch marked "H"	Single car park [NS]
Lot 2110 on SP 271999	Area 28NS on sketch marked "B"	Single car park [NS]
Lot 2208 on SP 271999	Area 23NS on sketch marked "B"	Single car park [NS]
Lot 2209 on SP 271999	Area 22NS on sketch marked "B"	Single car park [NS]
Lot 2302 on SP 271999	Area 7NS on sketch marked "A"	Single car park [NS]
Lot 2308 on SP 271999	Area 108NS on sketch marked "G"	Single car park [NS]
Lot 2309 on SP 271999	Area 109NS on sketch marked "G"	Single car park [NS]
Lot 2408 on SP 271999	Area 114NS on sketch marked "G"	Single car park [NS]
Lot 2409 on SP 271999	Area 86NS on sketch marked "F"	Single car park [NS]
Lot 2508 on SP 271999	Area 85NS on sketch marked "F"	Single car park [NS]
Lot 2509 on SP 271999	Area 91NS on sketch marked "F"	Single car park [NS]
Lot 2608 on SP 271999	Area 76NS on sketch marked "E"	Single car park [NS]

Lot 2802 on SP 271999	Area 138N on sketch marked "H"	Single car park [N]
Lot 2803 on SP 271999	Area 136N on sketch marked "H"	Single car park [N]
Lot 2808 on SP 271999	Area 135N on sketch marked "H"	Single car park [N]
Lot 2809 on SP 271999	Area 134N on sketch marked "H"	Single car park [N]
Lot 2902 on SP 271999	Area 127N on sketch marked "H"	Single car park [N]
Lot 2903 on SP 271999	Area 126N on sketch marked "H"	Single car park [N]
Lot 2908 on SP 271999	Area 124N on sketch marked "G"	Single car park [N]
Lot 2909 on SP 271999	Area 123N on sketch marked "G"	Single car park [N]
Lot 21002 on SP 271999	Area 122N on sketch marked "G"	Single car park [N]
Lot 21003 on SP 271999	Area 121N on sketch marked "G"	Single car park [N]
Lot 21008 on SP 271999	Area 120N on sketch marked "G"	Single car park [N]
Lot 21009 on SP 271999	Area 119N on sketch marked "G"	Single car park [N]
Lot 21102 on SP 271999	Area 118N on sketch marked "G"	Single car park [N]
Lot 21103 on SP 271999	Area 117N on sketch marked "G"	Single car park [N]
Lot 21108 on SP 271999	Area 116N on sketch marked "G"	Single car park [N]
Lot 21109 on SP 271999	Area 115N on sketch marked "G"	Single car park [N]
Lot 21202 on SP 271999	Area 113N on sketch marked "G"	Single car park [N]
Lot 21203 on SP 271999	Lots 112N on sketch marked "G"	Single car park [N]
Lot 21208 on SP 271999	Area 111N on sketch marked "G"	Single car park [N]
Lot 21209 on SP 271999	Area 104N on sketch marked "G"	Single car park [N]
Lot 21302 on SP 271999	Area 103N on sketch marked "G"	Single car park [N]
Lot 21303 on SP 271999	Area 101N on sketch marked "F"	Single car park [N]
Lot 21308 on SP 271999	Area 100N on sketch marked "F"	Single car park [N]
Lot 21309 on SP 271999	Area 98N on sketch marked "F"	Single car park [N]
Lot 21402 on SP 271999	Area 99N on sketch marked "F"	Single car park [N]
Lot 21403 on SP 271999	Area 97N on sketch marked "F"	Single car park [N]
Lot 21408 on SP 271999	Area 96N on sketch marked "F"	Single car park [N]
Lot 21409 on SP 271999	Area 95N on sketch marked "F"	Single car park [N]
Lot 21502 on SP 271999	Area 94N on sketch marked "F"	Single car park [N]
Lot 21503 on SP 271999	Area 93N on sketch marked "F"	Single car park [N]

Lot 21508 on SP 271999	Area 92N on sketch marked "F"	Single car park [N]
Lot 21509 on SP 271999	Area 90N on sketch marked "F"	Single car park [N]
Lot 21602 on SP 271999	Area 89N on sketch marked "F"	Single car park [N]
Lot 21603 on SP 271999	Area 88N on sketch marked "F"	Single car park [N]
Lot 21608 on SP 271999	Area 61N on sketch marked "C"	Single car park [N]
Lot 21609 on SP 271999	Area 102N on sketch marked "G"	Single car park [N]
Lot 21702 on SP 271999	Area 48N on sketch marked "C"	Single car park [N]
Lot 21703 on SP 271999	Area 79N on sketch marked "F"	Single car park [N]
Lot 21708 on SP 271999	Area 78N on sketch marked "E"	Single car park [N]
Lot 21709 on SP 271999	Area 1N on sketch marked "A"	Single car park [N]
Lot 21802 on SP 271999	Area 17N on sketch marked "B"	Single car park [N]
Lot 21803 on SP 271999	Area 18N on sketch marked "B"	Single car park [N]
Lot 21808 on SP 271999	Area 27N on sketch marked "B"	Single car park [N]
Lot 21809 on SP 271999	Area 16N on sketch marked "B"	Single car park [N]
Lot 21902 on SP 271999	Area 26N on sketch marked "B"	Single car park [N]
Lot 21903 on SP 271999	Area 25N on sketch marked "B"	Single car park [N]
Lot 21908 on SP 271999	Area 30N on sketch marked "B"	Single car park [N]
Lot 21909 on SP 271999	Area 29N on sketch marked "B"	Single car park [N]
Lot 22002 on SP 271999	Area 32N on sketch marked "B"	Single car park [N]
Lot 22003 on SP 271999	Area 31N on sketch marked "B"	Single car park [N]
Lot 22008 on SP 271999	Area 38N on sketch marked "B"	Single car park [N]
Lot 22009 on SP 271999	Area 37N on sketch marked "B"	Single car park [N]
Lot 22102 on SP 271999	Area 36N on sketch marked "B"	Single car park [N]
Lot 22103 on SP 271999	Area 139N on sketch marked "H"	Single car park [N]
Lot 22108 on SP 271999	Area 35N on sketch marked "B"	Single car park [N]
Lot 22109 on SP 271999	Area 34N on sketch marked "B"	Single car park [N]
Lot 22111 on SP 271999	Area 51NS on sketch marked "C"	Single car park [NS]
Lot 22202 on SP 271999	Area 33N on sketch marked "B"	Single car park [N]
Lot 22203 on SP 271999	Area 69N on sketch marked "D"	Single car park [N]
Lot 22208 on SP 271999	Area 68N on sketch marked "D"	Single car park [N]

Lot 22209 on SP 271999	Area 67N on sketch marked "D"	Single car park [N]
Lot 22211 on SP 271999	Area 45NS on sketch marked "C"	Single car park [NS]
Lot 22302 on SP 271999	Area 71N on sketch marked "D"	Single car park [N]
Lot 22303 on SP 271999	Area 70N on sketch marked "D"	Single car park [N]
Lot 22307 on SP 271999	Area 46NS on sketch marked "C"	Single car park [NS]
Lot 22308 on SP 271999	Area 50N on sketch marked "C"	Single car park [N]
Lot 22309 on SP 271999	Area 125N on sketch marked "H"	Single car park [N]
Lot 22311 on SP 271999	Area 49N on sketch marked "C"	Single car park [N]
Lot 22402 on SP 271999	Area 52N & 53N on sketch marked "C"	Single car park [N]
Lot 22403 on SP 271999	Area 41N on sketch marked "C"	Single car park [N]
Lot 22407 on SP 271999	Area 40N on sketch marked "C"	Single car park [N]
Lot 22408 on SP 271999	Area 39N on sketch marked "C"	Single car park [N]
Lot 22502 on SP 271999	Area 54N & 55N on sketch marked "C"	Single car park [N]
Lot 22506 on SP 271999	Area 59N on sketch marked "C"	Single car park [N]
Lot 22507 on SP 271999	Area 58N on sketch marked "C"	Single car park [N]
Lot 22508 on SP 271999	Area 57N on sketch marked "C"	Single car park [N]
Lot 22510 on SP 271999	Area 56N on sketch marked "C"	Single car park [N]

By-Law 33

Lot 2202 on SP 271999	Area 84NP on sketch marked "F"	Single car park (access via pallet system) [NP]
Lot 2203 on SP 271999	Area 129NP on sketch marked "H"	Single car park (access via pallet system) [NP]
Lot 2303 on SP 271999	Area 105NP on sketch marked "G"	Single car park (access via pallet system) [NP]
Lot 2402 on SP 271999	Area 21NP on sketch marked "B"	Single car park (access via pallet system) [NP]
Lot 2403 on SP 271999	Area 130NP on sketch marked "H"	Single car park (access via pallet system) [NP]
Lot 2502 on SP 271999	Area 107NP on sketch marked "G"	Single car park (access via pallet system) [NP]
Lot 2503 on SP 271999	Area 106NP on sketch marked "G"	Single car park (access via pallet system) [NP]
Lot 2602 on SP 271999	Area 83NP on sketch marked "F"	Single car park (access via pallet system) [NP]
Lot 2603 on SP 271999	Area 82NP on sketch marked "F"	Single car park (access via pallet system) [NP]
Lot 2609 on SP 271999	Area 20NP on sketch marked "B"	Single car park (access via pallet system) [NP]
Lot 2702 on SP 271999	Area 19NP on sketch marked "B"	Single car park (access via pallet system) [NP]

Lot 2703 on SP 271999	Area 65NP on sketch marked "D"	Single car park (access via pallet system) [NP]
Lot 2708 on SP 271999	Area 64NP on sketch marked "D"	Single car park (access via pallet system) [NP]
Lot 2709 on SP 271999	Area 128NP on sketch marked "H"	Single car park (access via pallet system) [NP]
Lot 22007 on SP 271999	Area 63NP on sketch marked "D"	Single car park (access via pallet system) [NP]
Lot 22011 on SP 271999	Area 44NP on sketch marked "C"	Single car park (access via pallet system) [NP]
Lot 22107 on SP 271999	Area 43NP on sketch marked "C"	Single car park (access via pallet system) [NP]
Lot 22207 on SP 271999	Area 42NP on sketch marked "C"	Single car park (access via pallet system) [NP]

By-Law 34

Lot 21907 on SP 271999	Area 133P on sketch marked "H"	Pallet car park [P]
Lot 21911 on SP 271999	Area 133P on sketch marked "H"	Pallet car park [P]
Lot 22001 on SP 271999	Area 110P on sketch marked "G"	Pallet car park [P]
Lot 22004 on SP 271999	Area 110P on sketch marked "G"	Pallet car park [P]
Lot 22101 on SP 271999	Area 87P on sketch marked "F"	Pallet car park [P]
Lot 22104 on SP 271999	Area 87P on sketch marked "F"	Pallet car park [P]
Lot 22201 on SP 271999	Area 24P on sketch marked "B"	Pallet car park [P]
Lot 22204 on SP 271999	Area 24P on sketch marked "B"	Pallet car park [P]
Lot 22301 on SP 271999	Area 66P on sketch marked "D"	Pallet car park [P]
Lot 22304 on SP 271999	Area 66P on sketch marked "D"	Pallet car park [P]
Lot 22401 on SP 271999	Area 47P on sketch marked "C"	Pallet car park [P]
Lot 22501 on SP 271999	Area 47P on sketch marked "C"	Pallet car park [P]

By-Law 35

Lot 2103 on SP 271999	Area 14S on sketch marked "A"	Stacker car park [S]
Lot 2201 on SP 271999	Area 140S on sketch marked "H"	Stacker car park [S]
Lot 2204 on SP 271999	Area 140S on sketch marked "H"	Stacker car park [S]
Lot 2205 on SP 271999	Area 6SS on sketch marked "A"	Stacker car park [SS]
Lot 2207 on SP 271999	Area 141S on sketch marked "H"	Stacker car park [S]
Lot 2211 on SP 271999	Area 141S on sketch marked "H"	Stacker car park [S]
Lot 2301 on SP 271999	Area 141S on sketch marked "H"	Stacker car park [S]

Lot 2304 on SP 271999	Area 141S on sketch marked "H"	Stacker car park [S]
Lot 2307 on SP 271999	Area 141S on sketch marked "H"	Stacker car park [S]
Lot 2311 on SP 271999	Area 15S on sketch marked "A"	Stacker car park [S]
Lot 2401 on SP 271999	Area 15S on sketch marked "A"	Stacker car park [S]
Lot 2404 on SP 271999	Area 15S on sketch marked "A"	Stacker car park [S]
Lot 2407 on SP 271999	Area 15S on sketch marked "A"	Stacker car park [S]
Lot 2411 on SP 271999	Area 15S on sketch marked "A"	Stacker car park [S]
Lot 2501 on SP 271999	Area 14S on sketch marked "A"	Stacker car park [S]
Lot 2504 on SP 271999	Area 14S on sketch marked "A"	Stacker car park [S]
Lot 2507 on SP 271999	Area 14S on sketch marked "A"	Stacker car park [S]
Lot 2511 on SP 271999	Area 14S on sketch marked "A"	Stacker car park [S]
Lot 2601 on SP 271999	Area 142S on sketch marked "H"	Stacker car park [S]
Lot 2604 on SP 271999	Area 13S on sketch marked "A"	Stacker car park [S]
Lot 2611 on SP 271999	Area 13S on sketch marked "A"	Stacker car park [S]
Lot 2612 on SP 271999	Area 75SS on sketch marked "E"	Stacker car park [SS]
Lot 2701 on SP 271999	Area 13S on sketch marked "A"	Stacker car park [S]
Lot 2704 on SP 271999	Area 13S on sketch marked "A"	Stacker car park [S]
Lot 2707 on SP 271999	Area 12S on sketch marked "A"	Stacker car park [S]
Lot 2711 on SP 271999	Area 12S on sketch marked "A"	Stacker car park [S]
Lot 2801 on SP 271999	Area 12S on sketch marked "A"	Stacker car park [S]
Lot 2804 on SP 271999	Area 11S on sketch marked "A"	Stacker car park [S]
Lot 2807 on SP 271999	Area 11S on sketch marked "A"	Stacker car park [S]
Lot 2811 on SP 271999	Area 11S on sketch marked "A"	Stacker car park [S]
Lot 2812 on SP 271999	Area 74SS on sketch marked "E"	Stacker car park [SS]
Lot 2901 on SP 271999	Area 11S on sketch marked "A"	Stacker car park [S]
Lot 2904 on SP 271999	Area 11S on sketch marked "A"	Stacker car park [S]
Lot 2906 on SP 271999	Area 140S on sketch marked "H"	Stacker car park [S]
Lot 2907 on SP 271999	Area 10S on sketch marked "A"	Stacker car park [S]
Lot 2911 on SP 271999	Area 10S on sketch marked "A"	Stacker car park [S]
Lot 2912 on SP 271999	Area 75SS on sketch marked "E"	Stacker car park [SS]

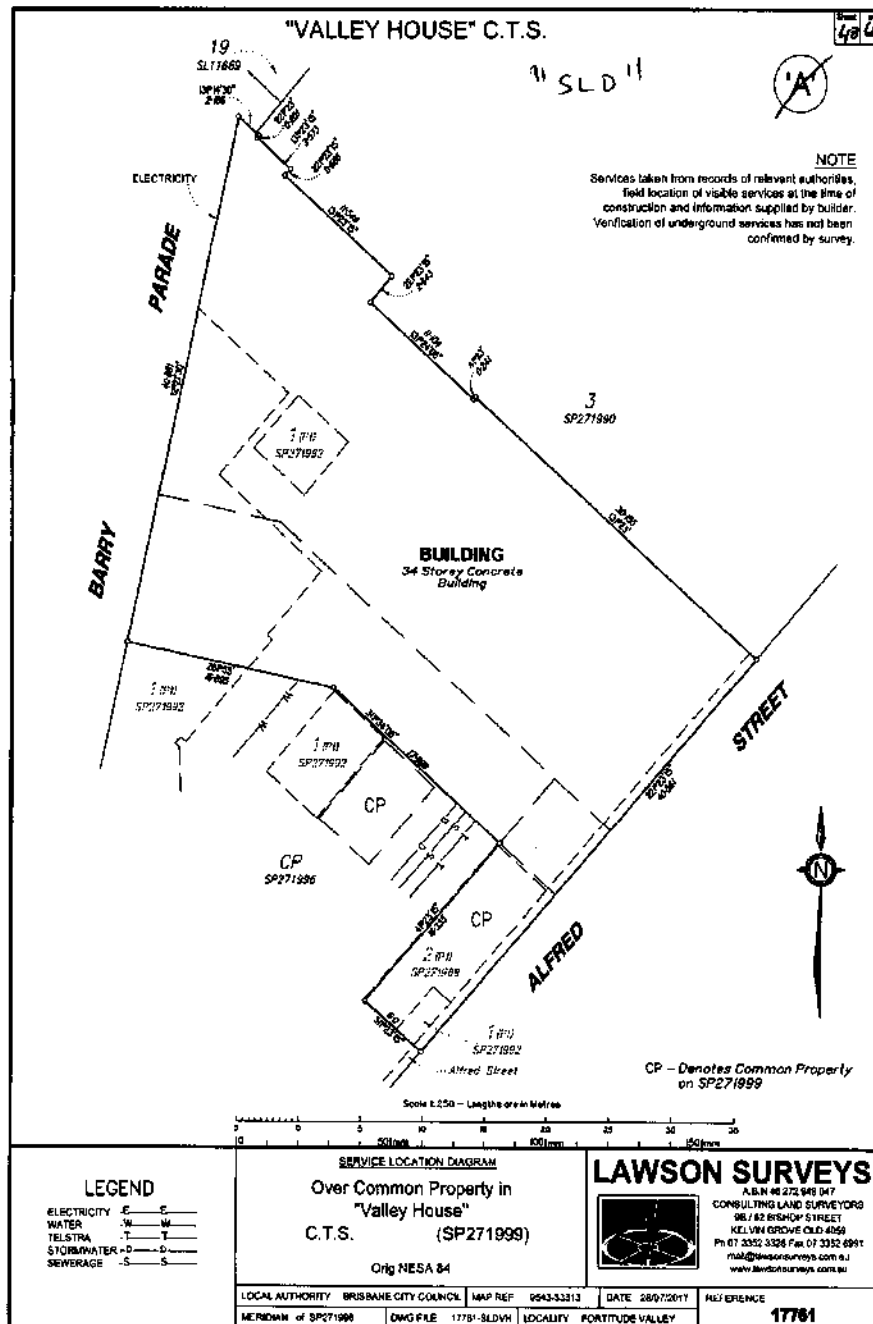
Lot 21001 on SP 271999	Area 10S on sketch marked "A"	Stacker car park [S]
Lot 21004 on SP 271999	Area 10S on sketch marked "A"	Stacker car park [S]
Lot 21007 on SP 271999	Area 10S on sketch marked "A"	Stacker car park [S]
Lot 21008 on SP 271999	Area 6SS on sketch marked "A"	Stacker car park [SS]
Lot 21011 on SP 271999	Area 9S on sketch marked "A"	Stacker car park [S]
Lot 21101 on SP 271999	Area 9S on sketch marked "A"	Stacker car park [S]
Lot 21104 on SP 271999	Area 9S on sketch marked "A"	Stacker car park [S]
Lot 21107 on SP 271999	Area 8S on sketch marked "A"	Stacker car park [S]
Lot 21111 on SP 271999	Area 8S on sketch marked "A"	Stacker car park [S]
Lot 21201 on SP 271999	Area 8S on sketch marked "A"	Stacker car park [S]
Lot 21204 on SP 271999	Area 5S on sketch marked "A"	Stacker car park [S]
Lot 21206 on SP 271999	Area 74SS on sketch marked "E"	Stacker car park [SS]
Lot 21207 on SP 271999	Area 5S on sketch marked "A"	Stacker car park [S]
Lot 21211 on SP 271999	Area 5S on sketch marked "A"	Stacker car park [S]
Lot 21301 on SP 271999	Area 5S on sketch marked "A"	Stacker car park [S]
Lot 21304 on SP 271999	Area 5S on sketch marked "A"	Stacker car park [S]
Lot 21307 on SP 271999	Area 4S on sketch marked "A"	Stacker car park [S]
Lot 21310 on SP 271999	Area 142S on sketch marked "H"	Stacker car park [S]
Lot 21311 on SP 271999	Area 4S on sketch marked "A"	Stacker car park [S]
Lot 21312 on SP 271999	Area 75SS on sketch marked "E"	Stacker car park [SS]
Lot 21401 on SP 271999	Area 4S on sketch marked "A"	Stacker car park [S]
Lot 21404 on SP 271999	Area 3S on sketch marked "A"	Stacker car park [S]
Lot 21407 on SP 271999	Area 3S on sketch marked "A"	Stacker car park [S]
Lot 21411 on SP 271999	Area 3S on sketch marked "A"	Stacker car park [S]
Lot 21412 on SP 271999	Area 74SS on sketch marked "E"	Stacker car park [SS]
Lot 21501 on SP 271999	Area 3S on sketch marked "A"	Stacker car park [S]
Lot 21504 on SP 271999	Area 3S on sketch marked "A"	Stacker car park [S]
Lot 21507 on SP 271999	Area 2S on sketch marked "A"	Stacker car park [S]
Lot 21511 on SP 271999	Area 2S on sketch marked "A"	Stacker car park [S]
Lot 21601 on SP 271999	Area 2S on sketch marked "A"	Stacker car park [S]

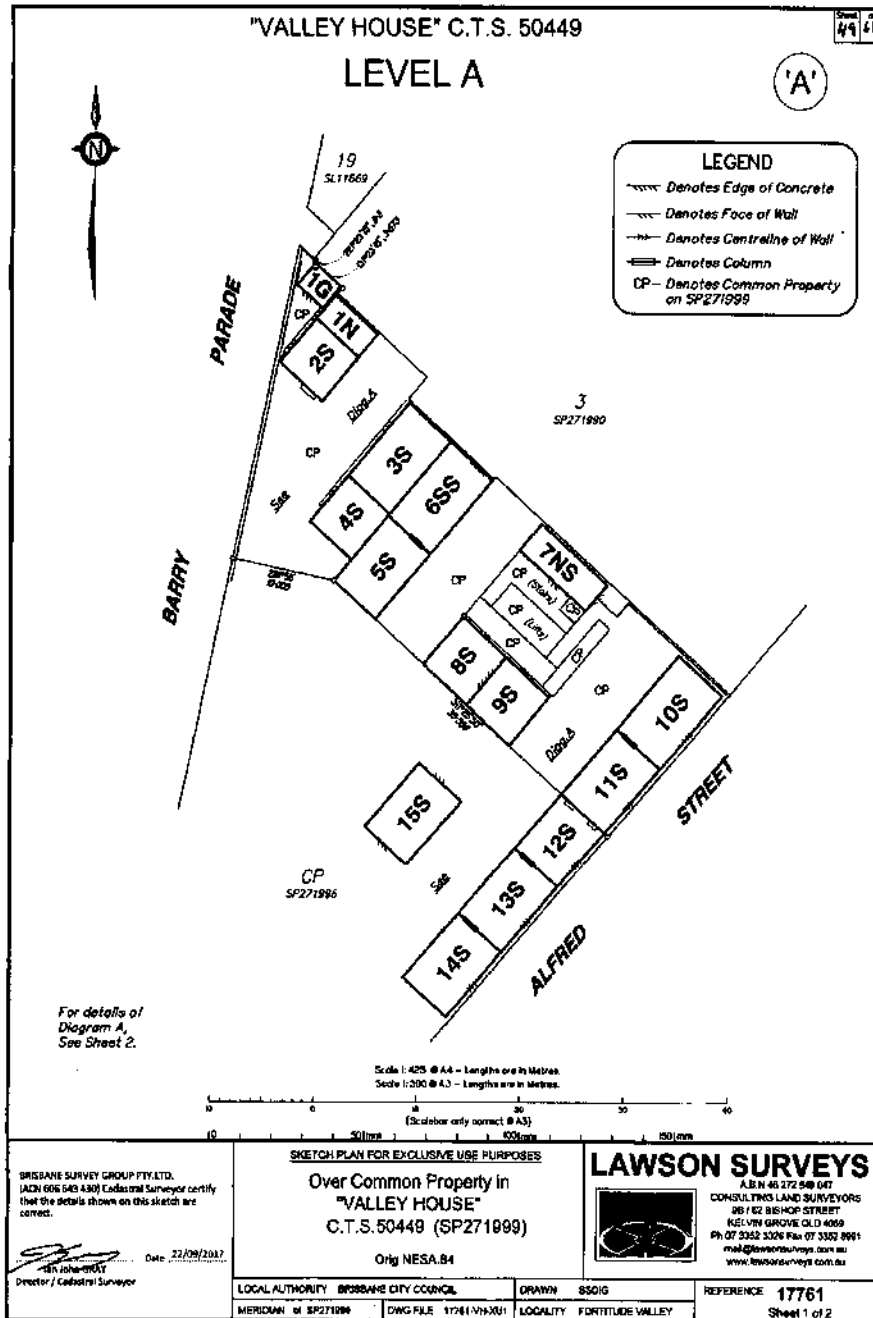
Lot 21604 on SP 271999	Area 77S on sketch marked "E"	Stacker car park [S]
Lot 21607 on SP 271999	Area 77S on sketch marked "E"	Stacker car park [S]
Lot 21611 on SP 271999	Area 77S on sketch marked "E"	Stacker car park [S]
Lot 21701 on SP 271999	Area 73S on sketch marked "E"	Stacker car park [S]
Lot 21704 on SP 271999	Area 73S on sketch marked "E"	Stacker car park [S]
Lot 21707 on SP 271999	Area 73S on sketch marked "E"	Stacker car park [S]
Lot 21711 on SP 271999	Area 73S on sketch marked "E"	Stacker car park [S]
Lot 21712 on SP 271999	Area 6SS on sketch marked "A"	Stacker car park [SS]
Lot 21801 on SP 271999	Area 73S on sketch marked "E"	Stacker car park [S]
Lot 21804 on SP 271999	Area 72S on sketch marked "E"	Stacker car park [S]
Lot 21807 on SP 271999	Area 72S on sketch marked "E"	Stacker car park [S]
Lot 21811 on SP 271999	Area 72S on sketch marked "E"	Stacker car park [S]
Lot 21812 on SP 271999	Area 13S on sketch marked "A"	Stacker car park [S]
Lot 21901 on SP 271999	Area 72S on sketch marked "E"	Stacker car park [S]
Lot 21904 on SP 271999	Area 72S on sketch marked "E"	Stacker car park [S]
Lot 22105 on SP 271999	Area 75SS on sketch marked "E"	Stacker car park [SS]
Lot 22112 on SP 271999	Area 6SS on sketch marked "A"	Stacker car park [SS]
Lot 22210 on SP 271999	Area 75SS on sketch marked "E"	Stacker car park [SS]
Lot 22312 on SP 271999	Area 74SS on sketch marked "E"	Stacker car park [SS]
Lot 22406 on SP 271999	Area 142S on sketch marked "H"	Stacker car park [S]
Lot 22410 on SP 271999	Area 142S on sketch marked "H"	Stacker car park [S]
Lot 22411 on SP 271999	Area 74SS on sketch marked "E"	Stacker car park [SS]
Lot 22503 on SP 271999	Area 142S on sketch marked "H"	Stacker car park [S]
Lot 22509 on SP 271999	Area 6SS on sketch marked "A"	Stacker car park [SS]

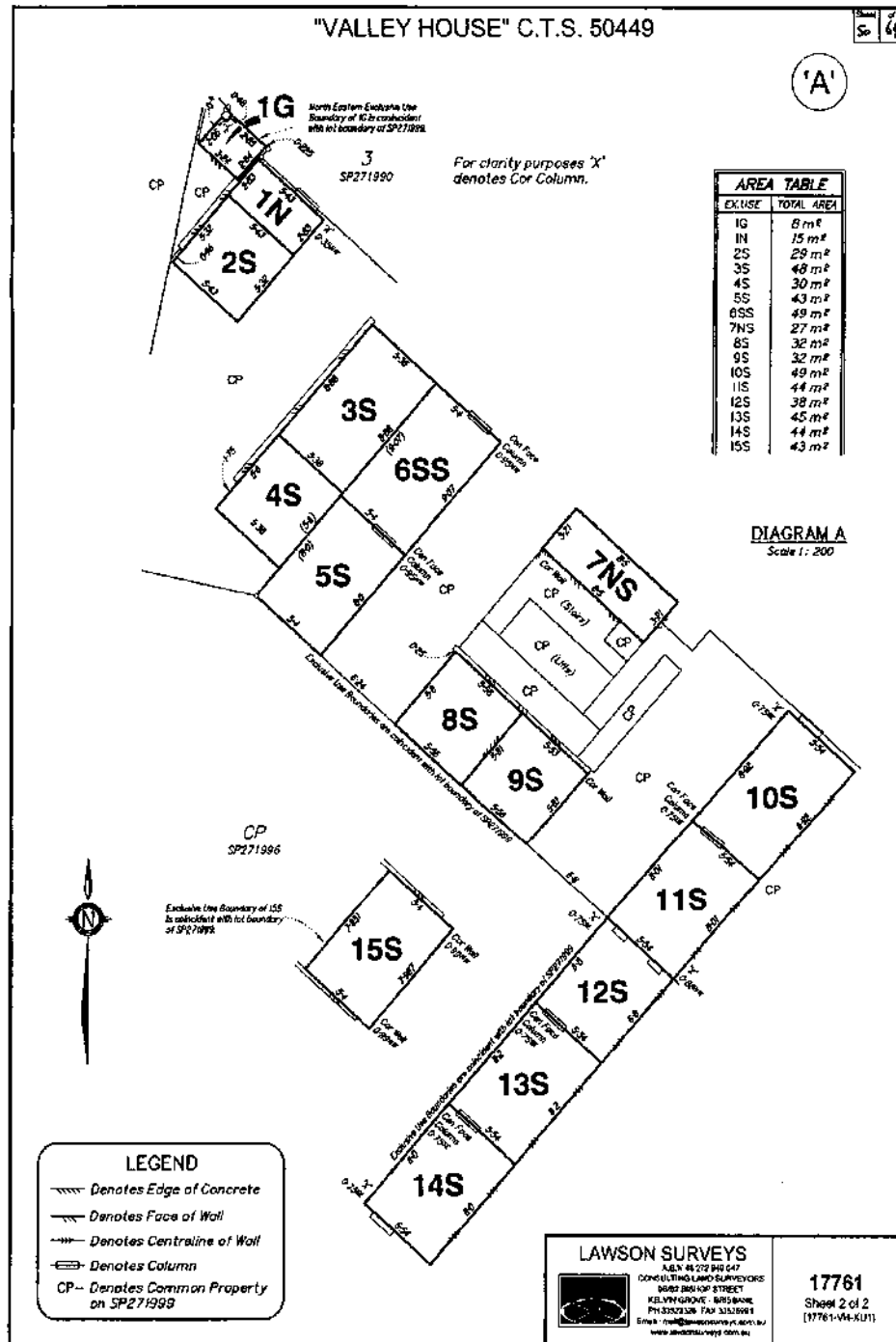
By-Law 36

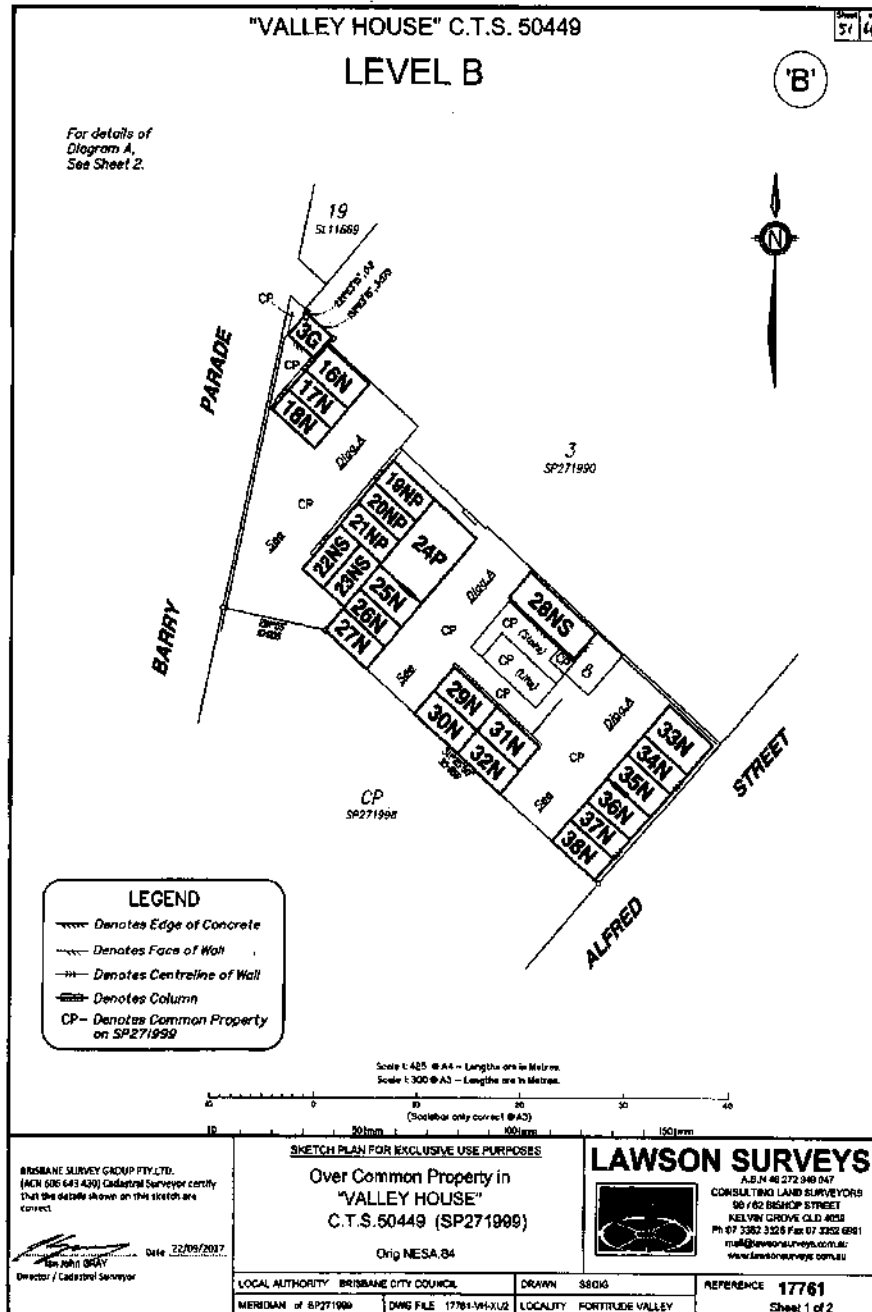
Lot 2106 on SP 271999	Area 7G on sketch marked "D"	Storage
Lot 21609 on SP 271999	Area 11G on sketch marked "G"	Storage
Lot 21709 on SP 271999	Area 1G on sketch marked "A"	Storage
Lot 21809 on SP 271999	Area 3G on sketch marked "B"	Storage

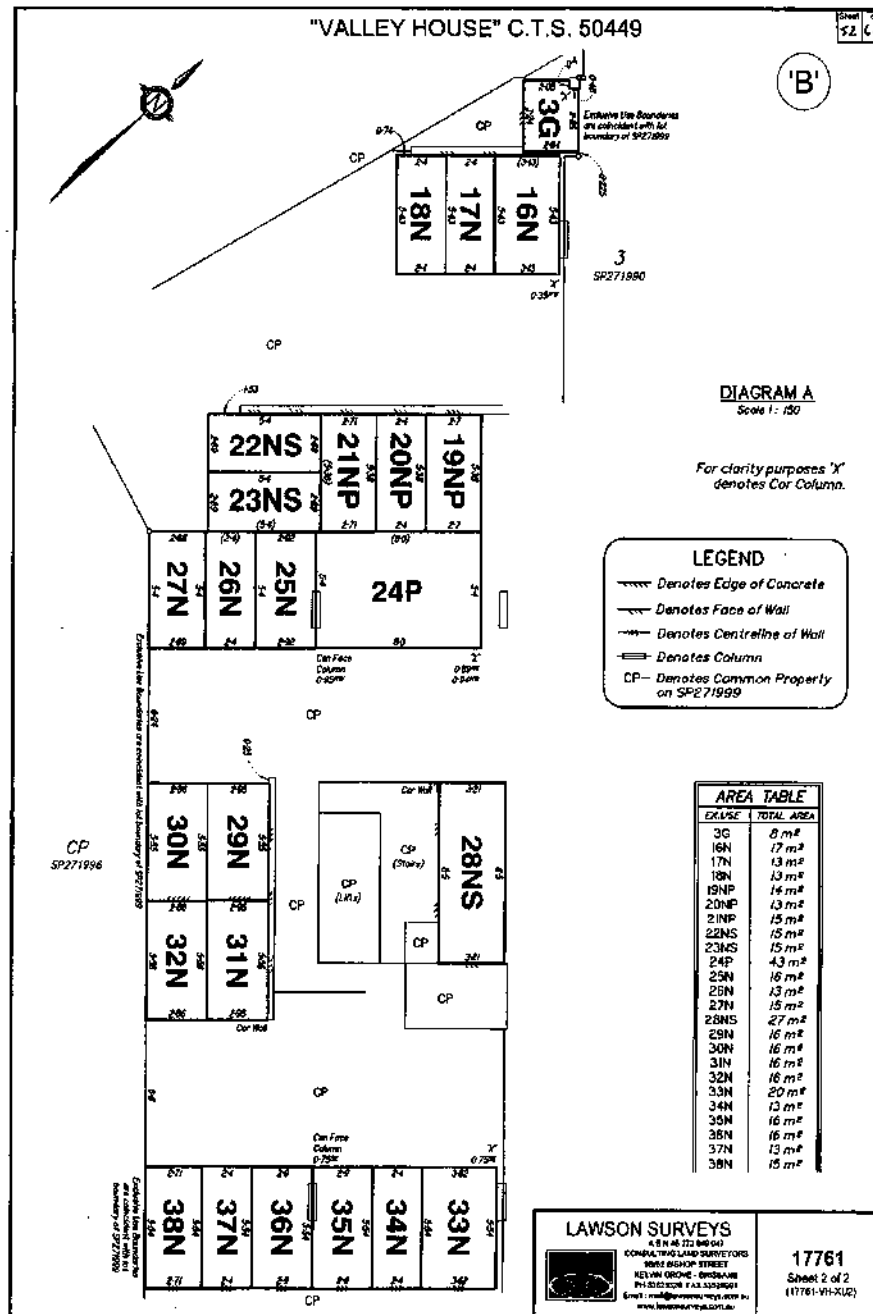
Lot 22309 on SP 271999	Area 13G on sketch marked "H"	Storage
Lot 22408 on SP 271999	Area 5G on sketch marked "C"	Storage

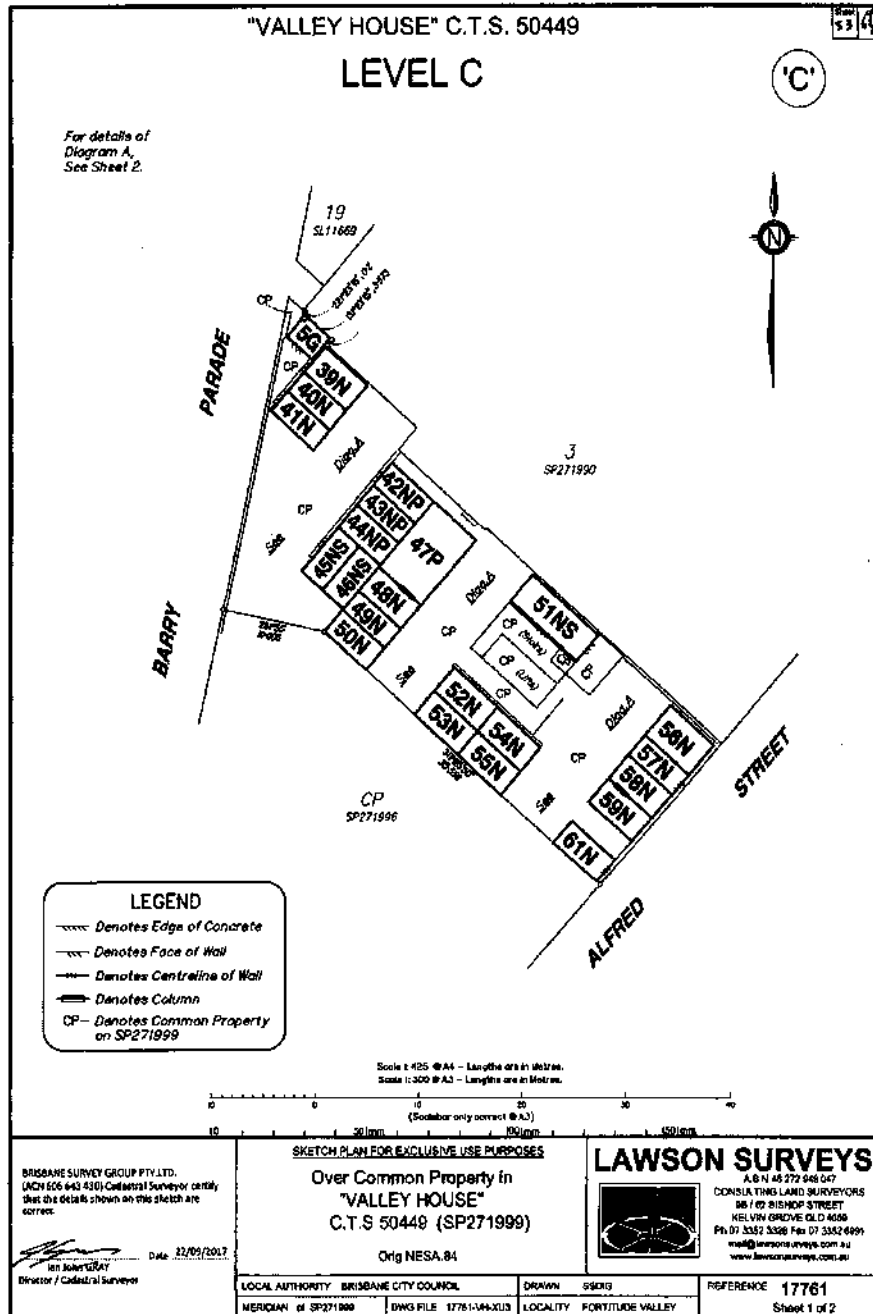


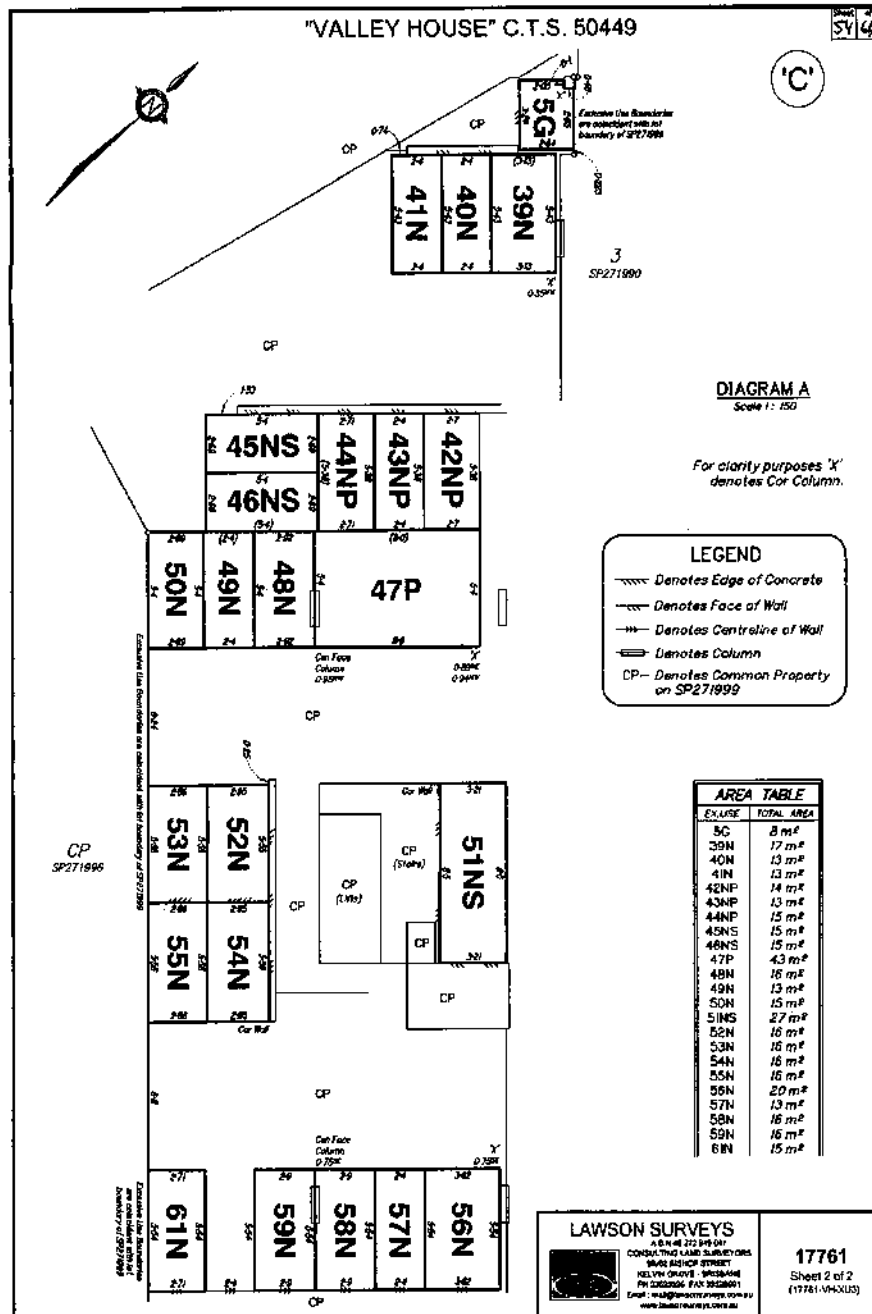


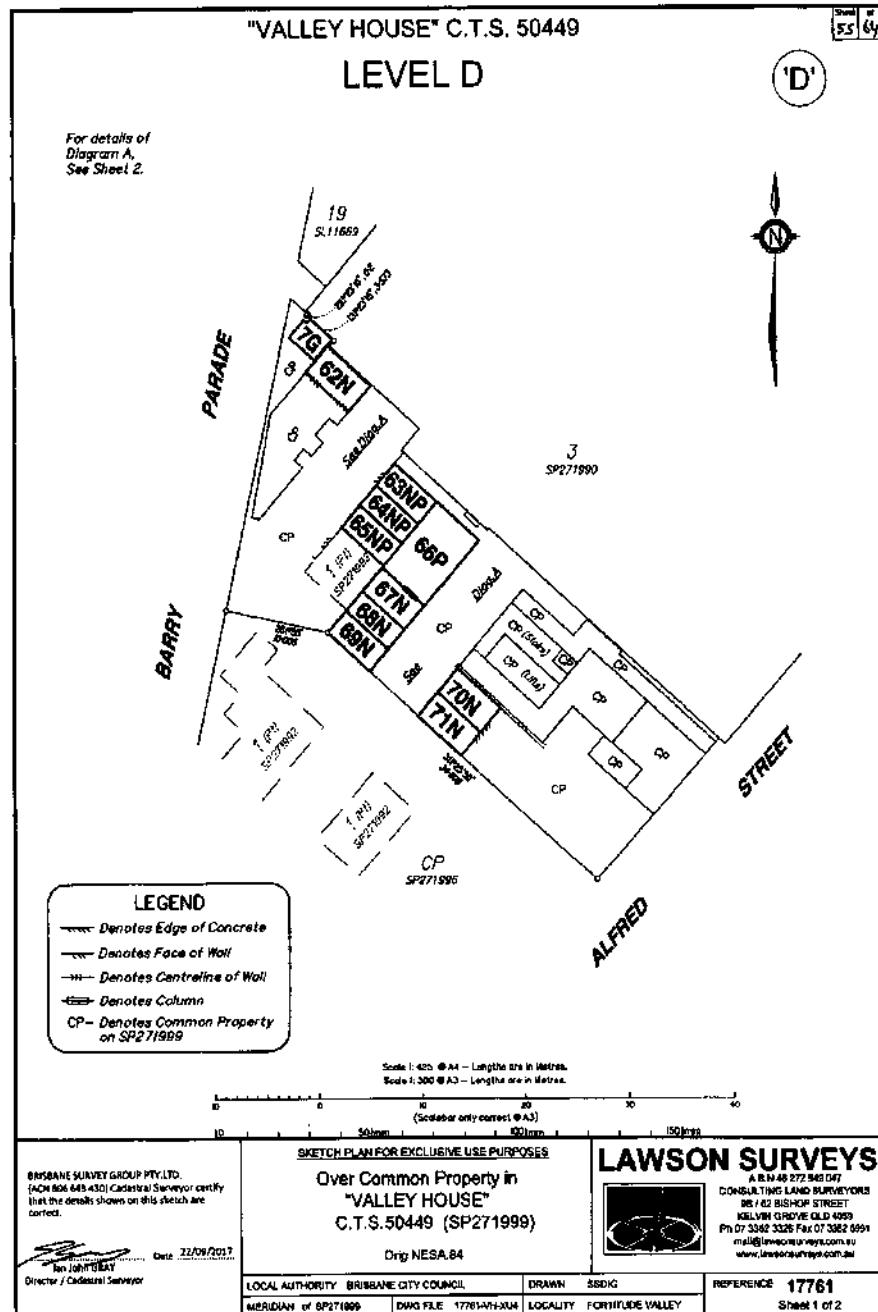


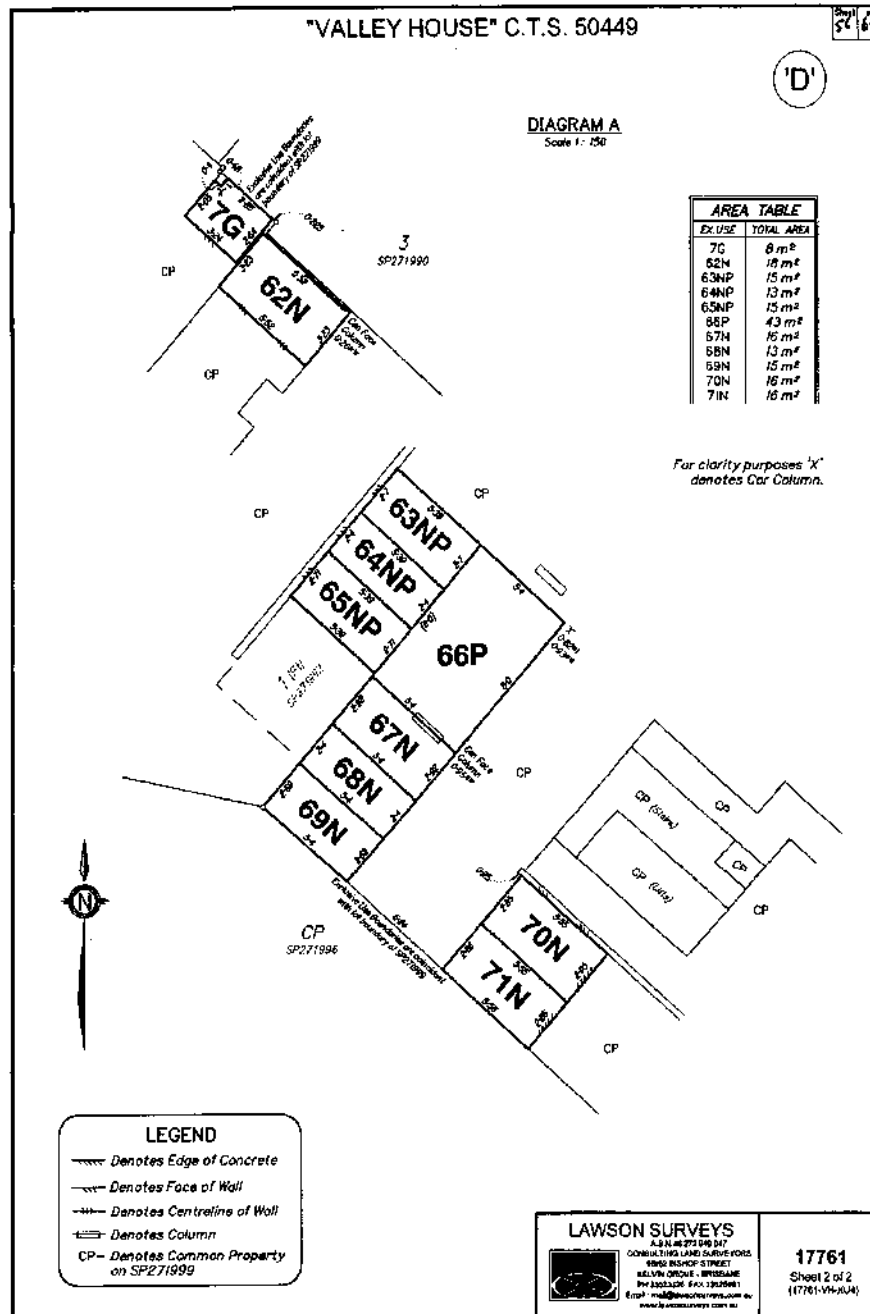


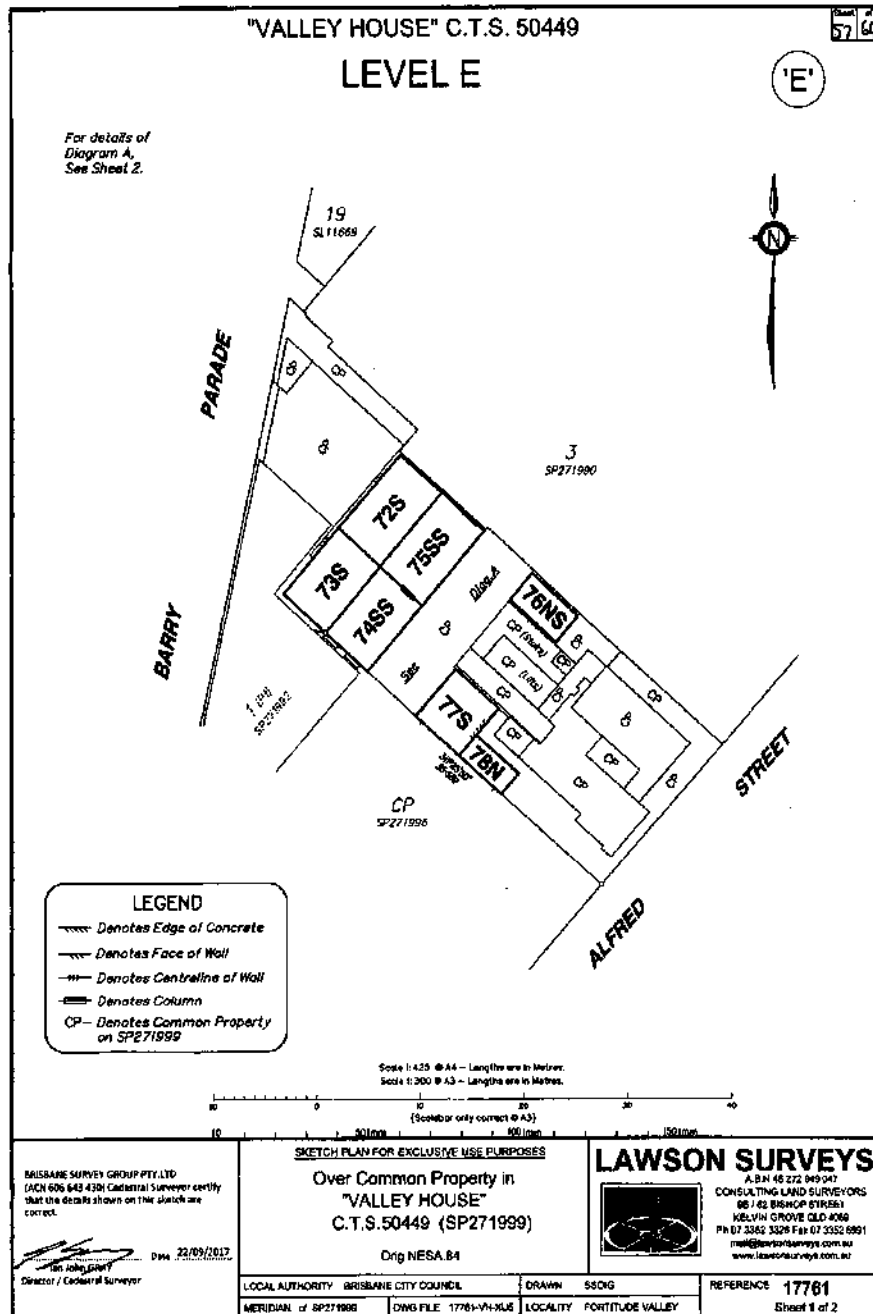


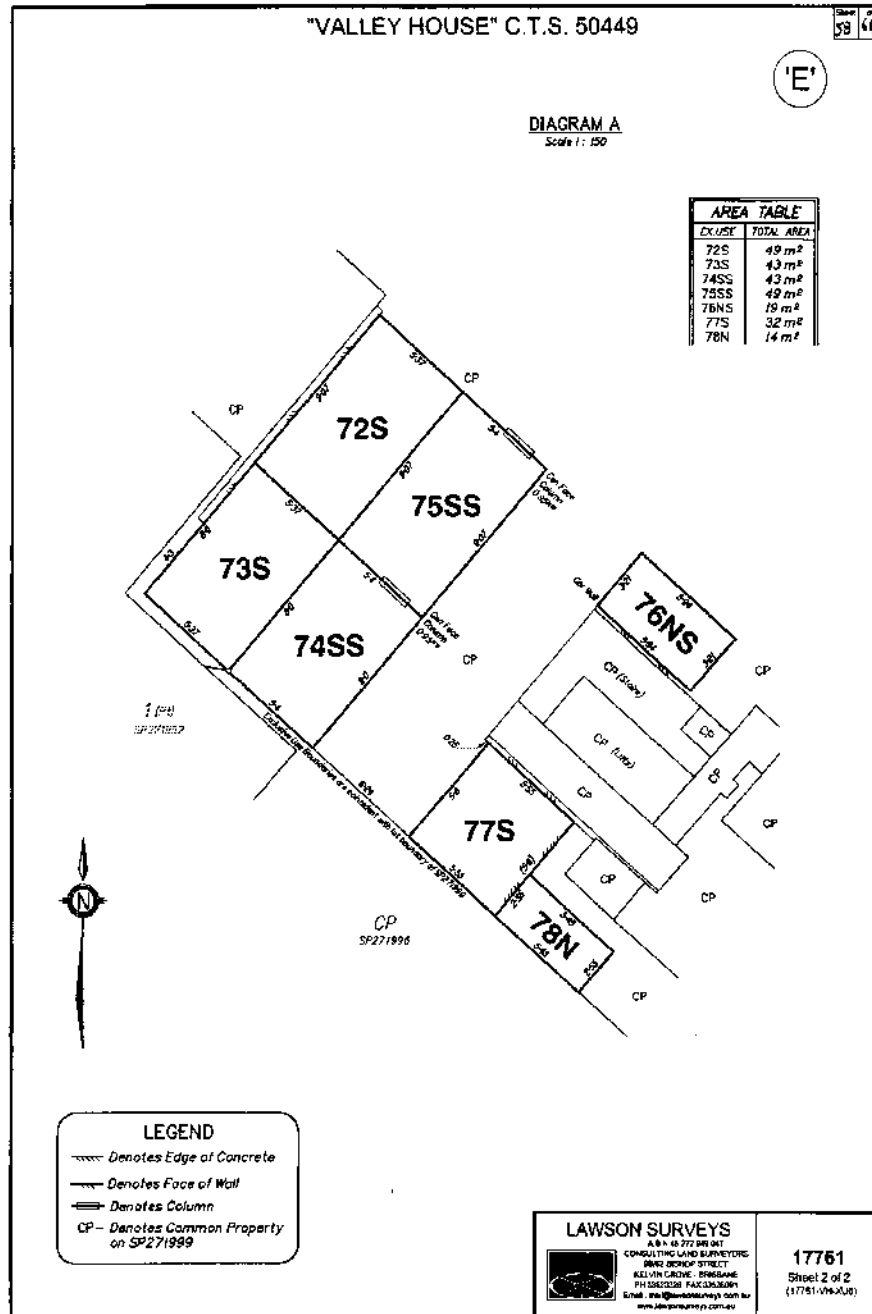


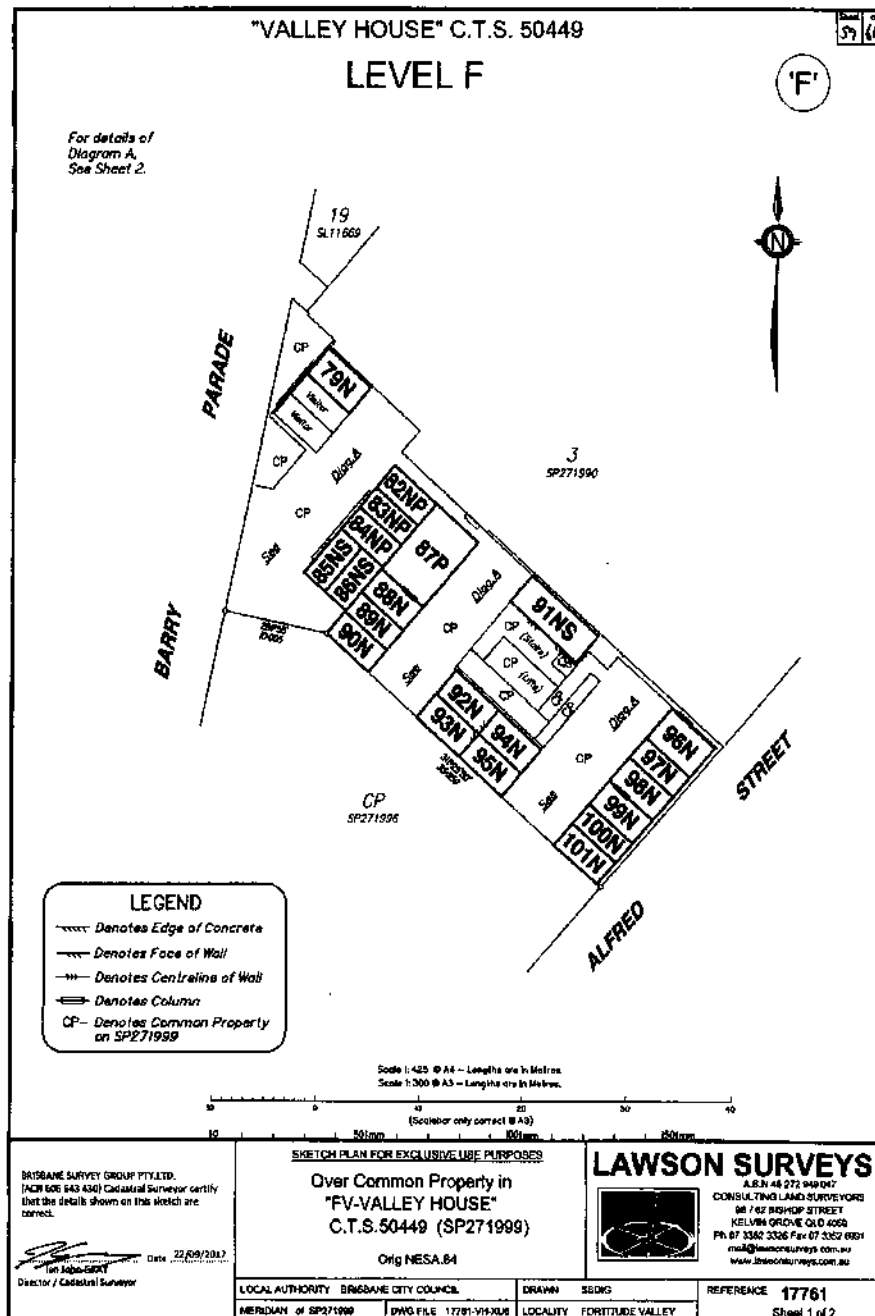




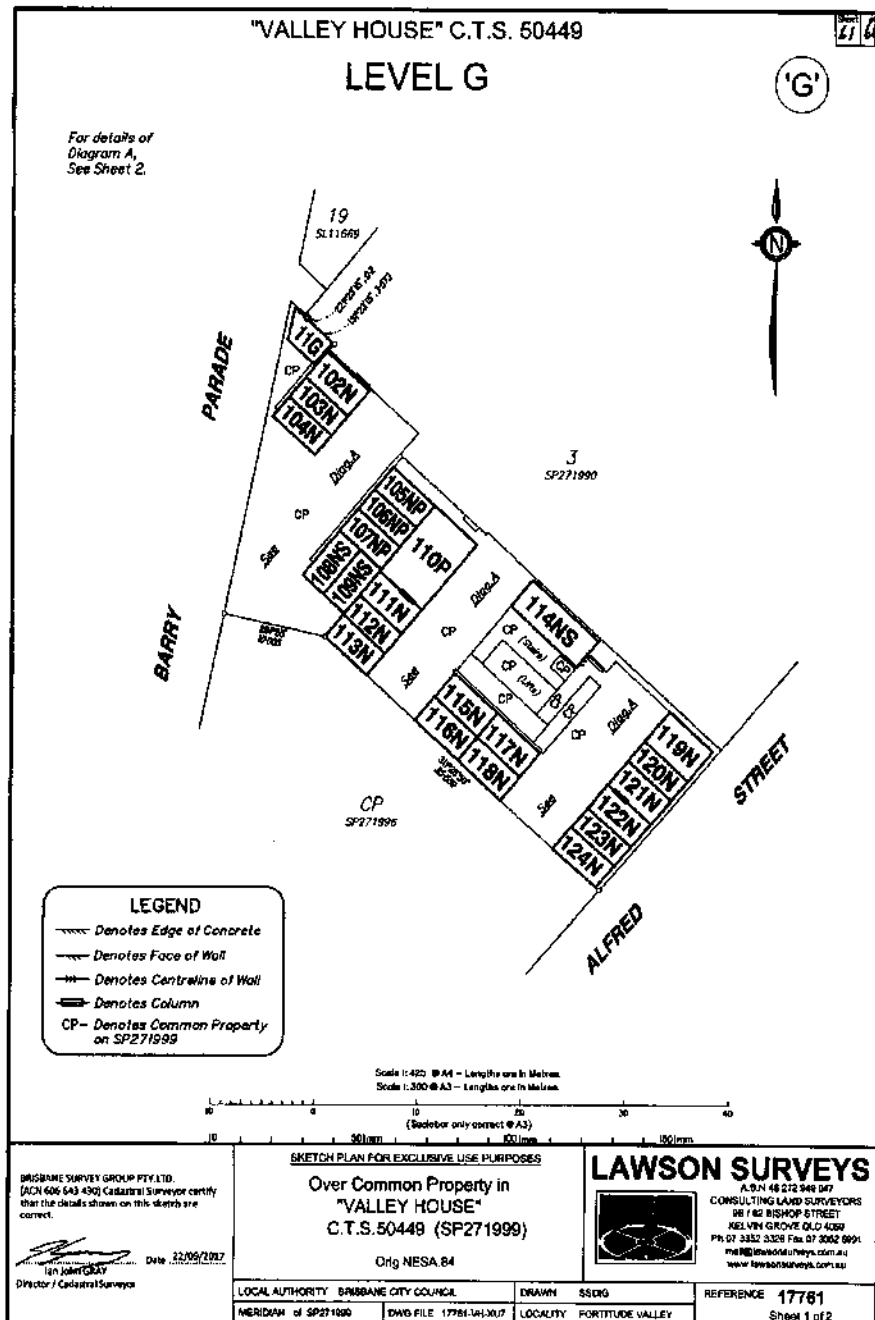


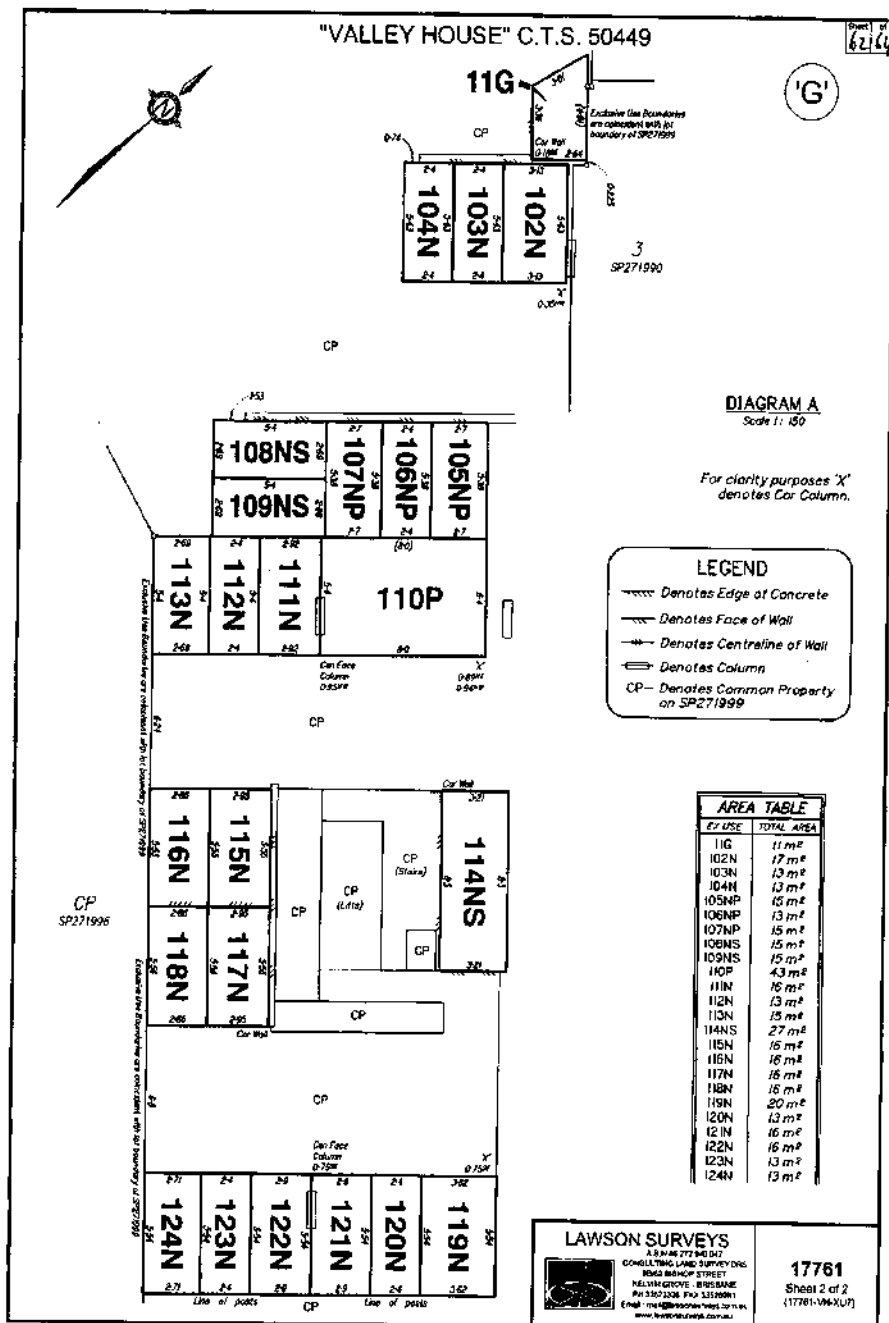


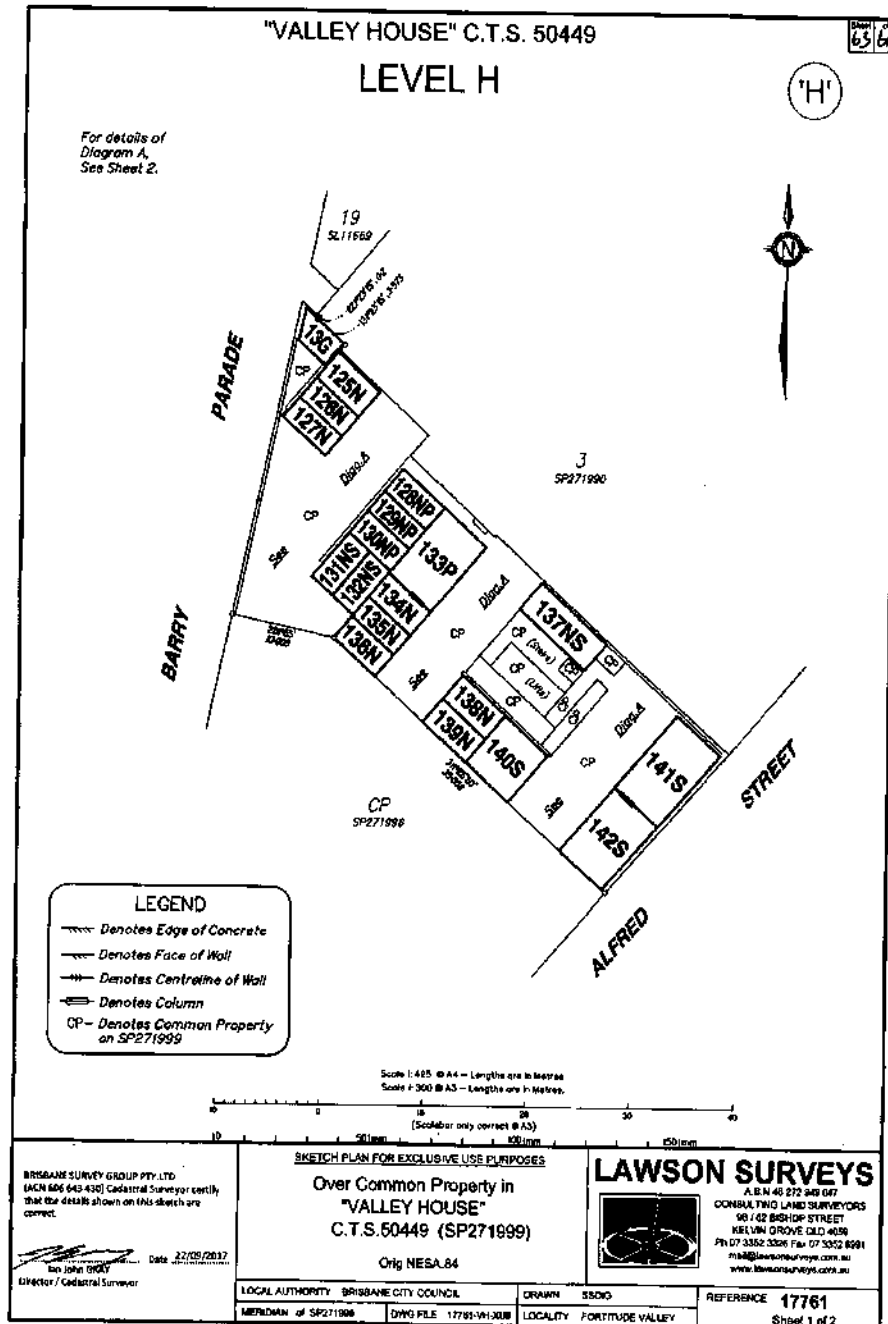


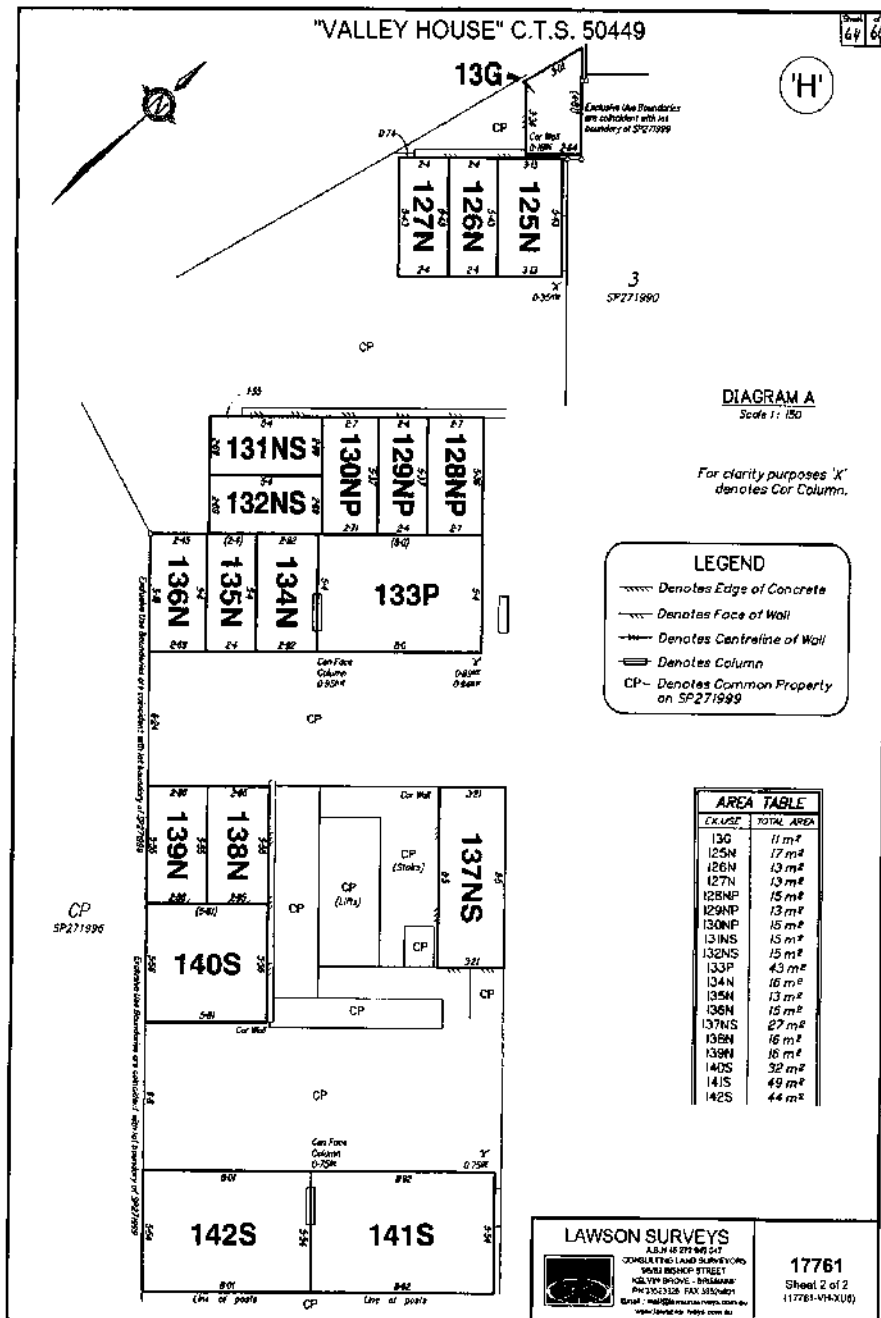












BCCM**Form 33**

Department of Justice

Body corporate certificate*Body Corporate and Community Management Act 1997, section 205(4)**This form is effective from 1 August 2025*

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

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

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

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

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

This certificate does not include information about:

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

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

The community management statement

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

The Office of the Commissioner for Body Corporate and Community Management

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

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

The information in this certificate is issued on 07/08/2025

Becoming an owner

When you become an owner of a lot in a community titles scheme, you:

- automatically become a member of the body corporate and have the right to participate in decisions about the scheme;
- must pay contributions towards the body corporate's expenses in managing the scheme; and
- must comply with the body corporate by-laws.

You must tell the body corporate that you have become the owner of a lot in the scheme within 1 month of settlement. You can do this by using the BCCM Form 8 – Information for body corporate roll. Fines may apply if you do not comply.

How to get more information

You can inspect the body corporate records which will provide important information about matters not included in this certificate. To inspect the body corporate records, you can contact the person responsible for keeping body corporate records (see below), or you can engage the services of a search agent. Fees will apply.

Planning and development documents can be obtained from the relevant local government or other planning authority. Some relevant documents, such as the development approval, may be available from the body corporate, depending on when and how the body corporate was established.

Contacting the body corporate

The body corporate is an entity made up of each person who owns a lot within a community titles scheme.

Name and number of the community titles scheme

Valley House

CTS No. 50449

Body corporate manager

Bodies corporate often engage a body corporate manager to handle administrative functions.

Is there a body corporate manager for the scheme?

Yes. The body corporate manager is:

Name: **Angela Hood**

Company: **Ernst Body Corporate Mgt BNE**

Phone: **(07) 3620 0600**

Email: **brisbane@ebcm.com.au**

Accessing records

Who is currently responsible for keeping the body corporate's records?

The body corporate manager named above.

Property and community titles scheme details

Lot and plan details

Lot number: **21312**

Plan type and number: **SP271999**

Plan of subdivision: **BUILDING FORMAT PLAN**

The plan of subdivision applying to a lot determines maintenance and insurance responsibilities.

Regulation module

There are 5 regulation modules for community titles schemes in Queensland. The regulation module that applies to the scheme determines matters such as the length of service contracts and how decisions are made.

More information is available from www.qld.gov.au/buyingbodycorporate.

The regulation module that applies to this scheme is the:

Accommodation

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

Layered arrangements of community titles schemes

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

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

No

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

Building management statement

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

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

Yes

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

By-laws and exclusive use areas

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

What by-laws apply?

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

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

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

General by-laws

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

Exclusive use areas

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

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

Yes

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

given with this certificate and listed below

Date of Resolution	Lot Description	Conditions
13/08/17	ALL EXCLUSIVE USE SINGLE CAR PARKING	BY LAW 32 SCHEDULE E
13/08/17	ALL EXCLUSIVE USE ACCESSORY PALLET SYSTEM	BY LAW 33 SCHEDULE E
13/08/17	ALL EXCLUSIVE USE PALLET CAR PARKING	BY LAW 34 SCHEDULE E
13/08/17	ALL EXCLUSIVE USE STACKER CAR PARKING	BY LAW 35 SCHEDULE 3
13/08/20	ALL EXCLUSIVE USE - STORAGE	BY LAW 36 SCHEDULE E

Lot entitlements and financial information

Lot entitlements

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

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

Contribution schedule

Contribution schedule lot entitlement for the lot: **616.00**

Total contribution schedule lot entitlements for all lots: **200,149.00**

Interest schedule

Interest schedule lot entitlement for the lot: **445.00**

Total interest schedule lot entitlements for all lots: **157,768.00**

Statement of accounts

The most recent statement of accounts prepared by the body corporate for the notice of the annual general meeting for the scheme is given with this certificate.

Owner contributions (levies)

The contributions (levies) paid by each lot owner towards body corporate expenses is determined by the budgets approved at the annual general meeting of the body corporate.

You need to pay contributions to the body corporate's administrative fund for recurrent spending and the sinking fund for capital and non-recurrent spending.

If the Commercial Module applies to the community titles scheme, there may also be a promotion fund that owners of lots have agreed to make payments to.

WARNING: You may have to pay a special contribution if a liability arises for which no or inadequate provision has been made in the body corporate budgets.

The contributions payable by the owner of the lot that this certificate relates to are listed over the page.

Body corporate debts

If any contributions or other body corporate debt (including penalties or reasonably incurred recovery costs) owing in relation to the lot are not paid before you become the owner of the property, YOU WILL BE LIABLE TO PAY THEM TO THE BODY CORPORATE. Before signing the contract, you should make sure that the contract addresses this or provides for an appropriate adjustment at settlement.

Owner contributions and amounts owing

Administrative fund contributions

Total amount of contributions (before any discount) for ~~lo21312~~ for the current financial year: \$ **\$3,565.84**

Number of instalments: **3** (outlined below)

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

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

Due date	Amount due	Amount due if discount applied	Paid
01/09/24	1,082.62	1,082.62	07/08/24
15/01/25	1,241.61	1,241.61	
01/05/25	1,241.61	1,241.61	
01/09/25	1,188.57	1,188.57	
			Amount overdue \$2,483.22
			Amount Unpaid including amounts billed not yet due \$3,671.79

Sinking fund contributions

Total amount of contributions (before any discount) for ~~lo21312~~ for the current financial year: \$ **\$454.30**

Number of instalments: **3** (outlined below)

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

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

Due date	Amount due	Amount due if discount applied	Paid
01/09/24	147.04	147.04	07/08/24
15/01/25	153.63	153.63	
01/05/25	153.63	153.63	
01/09/25	151.47	151.47	
			Amount overdue \$307.26
			Amount Unpaid including amounts billed not yet due \$458.73

Special contributions - Administrative Fund (IF ANY)

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

Total amount of contributions (before any discount) **\$612.06**

Number of instalments: **3** (outlined below)

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

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

Due date	Amount due	Amount due if discount applied	Paid
15/01/25	204.02	204.02	
15/01/25	204.02	204.02	
01/05/25	204.02	204.02	
			Amount overdue \$612.06
			Amount Unpaid including amounts billed not yet due \$612.06

Special contributions - Sinking Fund (IF ANY)

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

Total amount of contributions (before any discount) **\$83.90**

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

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

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

Due date	Amount due	Amount due if discount applied	Paid
15/01/22	83.90	83.90	19/01/22

Amount overdue	Nil
Amount Unpaid including amounts billed not yet due	Nil

Other contributions

	Due date	Amount due	Amount due if discount applied	Paid
Building Insurance	01/09/24	106.62	106.62	07/08/24
Exclusive Use Carpark Gate	01/09/24	166.04	166.04	07/08/24
Building Insurance	15/01/25	130.16	130.16	
Exclusive Use Carpark Gate	15/01/25	177.91	177.91	
Building Insurance	01/05/25	130.16	130.16	
Exclusive Use Carpark Gate	01/05/25	177.91	177.91	
Building Insurance	01/09/25	122.33	122.33	
Exclusive Use Carpark Gate	01/09/25	173.95	173.95	

Other amounts payable by the lot owner

Purpose	Fund	Amount	Due date	Amount
Other	Other	319.00		319.00

No other amounts payable for the lot.

Summary of amounts due but not paid by the current owner

At the date of this certificate

Annual contributions	\$2,790.48
Special contributions	\$612.06
Other contributions	\$616.14
Other payments	\$319.00
Penalties	\$459.72
Total amount overdue (Total Amount Unpaid including not yet due \$6,433.72)	\$4,797.40

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

Common property and assets

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

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

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

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

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

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

No

Current sinking fund balance (as at date of certificate): \$ 1,476,614.95

Improvements to common property the lot owner is responsible for

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

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

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

Body corporate assets

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

A copy of the body corporate register assets is given with this certificate below

Description	Type	Acquisition	Supplier	Original Cost	Cost To Date	Market Value
4x Redback edgeless grill 6.5" 100 V Ceiling Speakers	Furniture & Fittings		Precise Audio	0.00	0.00	1,022.00
Diversey Hand Sanitiser Dispenser - Premier Style 650mm x 1500mm	Furniture & Fittings	30/07/20	Displays2Go 08213514 Brandstand Australia P/L \$590.00 + GST delivery \$86.54 + GST	0.00	0.00	649.00

Insurance

The body corporate must insure the common property and assets for full replacement value and public risk.

The body corporate must insure, for full replacement value, the following buildings where the lots in the scheme are created:

- under a building format plan of subdivision or volumetric format plan of subdivision - each building that contains an owner's lot (e.g. a unit or apartment); or
- under a standard format plan of subdivision - each building on a lot that has a common wall with a building on an adjoining lot.

Body corporate insurance policies

Details of each current insurance policy held by the body corporate including, for each policy, are given with this certificate.

TYPE/COMPANY	POLICY NO.	SUM INSURED	PREMIUM	DUE DATE	EXCESS
BUILDING & GEN CONT CHUBB (SIRIUS)	04GS017360	524,300,700.00	87,331.99	18/01/26	\$5,000 \$100,000 Water, \$5,000 Flood & Other, \$20,000 Earthquake
PUBLIC LIABILITY CHUBB (SIRIUS)	04GS017363	30,000,000.00	6,195.38	18/01/26	\$5,000
OFFICE BEARERS CHUBB (SIRIUS)	04GS017363	5,000,000.00	Included	18/01/26	\$5,000
MACHINERY BREAKDOWN VERO (SIRIUS)	MEB108268533	499,334,000.00	7,009.57	18/07/26	\$5,000
VOLUNTARY WORKERS CHUBB (SIRIUS)	04GS017363	500,000.00	Included	18/01/26	7 days
CONSEQUENTIAL LOSS CHUBB (SIRIUS)	04GS017360	78,645,105.00	Included	18/01/26	\$5,000
COMMON AREA CONTENTS CHUBB (SIRIUS)	04GS017360	5,243,007.00	Included	18/01/26	\$5,000 \$100,000 Water, \$5,000 Flood & Other, \$20,000 Earthquake
CATASTROPHY INS. CHUBB (SIRIUS)	04GS017360	79,431,556.00	Included	18/01/26	\$5,000 \$100,000 Water, \$5,000 Flood & Other, \$20,000 Earthquake
FIDELITY GUARANTEE CHUBB (SIRIUS)	04GS017363	100,000.00	Included	18/01/26	\$5,000
LOSS RENT/TEMP ACCOM CHUBB (SIRIUS)	04GS017360	78,645,105.00	Included	18/01/26	\$5,000 \$100,000 Water, \$5,000 Flood & Other, \$20,000 Earthquake
APPEAL EXPENSES CHUBB (SIRIUS)	04GS017363	150,000.00	Included	18/01/26	\$5,000
PROFESSIONAL EXP CHUBB (SIRIUS)	04GS017363	30,000.00	Included	18/01/26	\$5,000

Alternative insurance

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

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

No

Lot owner and occupier insurance

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

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

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

Contracts and authorisations

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

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

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

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

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

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

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

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

Yes - Name of caretaking service contractor engaged: Mantra Hotels & Resorts Australia Pty Ltd ACN 079 687 326

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

Yes - Name of authorised letting agent: Mantra Hotels & Resorts Australia Pty Ltd ACN 079 687 326

Embedded network electricity supply

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

No

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

Body corporate authority

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

Name/s Ernst Body Corporate Mgt BNE

Positions/s held Body Corporate Manager

Date 07/08/2025

Signature/s Noelene Davies

Copies of documents given with this certificate:

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

CONTRACTS REGISTER

VALLEY HOUSE CTS 50449

Contractor Name and Address Ernst Body Corporate Management Pty Ltd Level 2, HQ South 520 Wickham Street Fortitude Valley Qld 4006	Details of Duties	Delegated Powers	Basis of Remuneration As per agreement
Commencement Date	01/12/22	Termination Date	
Term of Contract	3 years	Finance	
Options		Name of Financier	
Copy of Agreement on File	Y	Date of Advice from Financier	
Workers Comp No		Date of Withdrawal of Financier	
Contractor Name and Address Mantra Hotels & Resorts Australia Pty Ltd ACN 079 687 326	Details of Duties Caretaking Duties / Letting Agent	Delegated Powers	Basis of Remuneration \$378,800.00 exclusive of GST per annum
Commencement Date	26/09/17	Termination Date	
Term of Contract	10 years + 3x 5yrs	Finance	
Options	Date is subject to settlement	Name of Financier	
Copy of Agreement on File		Date of Advice from Financier	
Workers Comp No		Date of Withdrawal of Financier	
Contractor Name and Address Winconnect Pty Ltd Suite 201, 12 Cato Street Hawthorn East Vic 3000	Details of Duties Manages the provision of Hot Water & Gas Cooktop Infrastructure	Delegated Powers	Basis of Remuneration As per meterage
Commencement Date	12/09/17	Termination Date	
Term of Contract	10 years	Finance	
Options	roll over every 11 years	Name of Financier	
Copy of Agreement on File		Date of Advice from Financier	
Workers Comp No		Date of Withdrawal of Financier	
Contractor Name and Address Winconnect Pty Ltd Suite 201, 12 Cato Street Hawthorn East Vic 3000	Details of Duties Supply electricity, meter reading & billing	Delegated Powers	Basis of Remuneration As per meterage
Commencement Date	12/09/17	Termination Date	
Term of Contract	10 years	Finance	
Options	roll over every 10 years	Name of Financier	
Copy of Agreement on File		Date of Advice from Financier	
Workers Comp No		Date of Withdrawal of Financier	
Contractor Name and Address Foxtel	Details of Duties Supply of Cable TV	Delegated Powers	Basis of Remuneration No Cost to BC
Commencement Date	12/09/17	Termination Date	
Term of Contract	Until further notice	Finance	
Options		Name of Financier	
Copy of Agreement on File		Date of Advice from Financier	
Workers Comp No		Date of Withdrawal of Financier	

CONTRACTS REGISTER

VALLEY HOUSE CTS 50449

Contractor Name and Address Freedon Air Service 7 Welch Street Underwood QLD 4119	Details of Duties Air Conditioning Servicing	Delegated Powers	Basis of Remuneration Monthly
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	27/02/24 3 years Y	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	
Contractor Name and Address Axis Lifts PO Box 614 Upper Coomera Qld 4209 sherree@axislifts.com.au	Details of Duties Wheelchair Lift Servicing	Delegated Powers	Basis of Remuneration \$1070.00 + GST per annum
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	01/04/20 1 year Y	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	
Contractor Name and Address Kone 40 Campbell Street Bowen Hills Qld 4006	Details of Duties Maintenance of Lifts	Delegated Powers	Basis of Remuneration \$2,700.00 + GST per annum
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	01/01/19 1 year Roll over	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	
Contractor Name and Address Higgins Coatings 297 Ingles Street Port Melbourne VIC 3207	Details of Duties Maintenance Painting	Delegated Powers	Basis of Remuneration Annual
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	10/04/22 7 years N Y	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	
Contractor Name and Address Pacific Fire Group (Via the BMG) PO BOX 942 Helensvale QLD 4212	Details of Duties Fire Services, inspection, testing and maintenance (via the BMG)	Delegated Powers	Basis of Remuneration Monthly
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	01/04/23 3 years	Termination Date Finance Name of Financier Date of Advice from Financier Date of Withdrawal of Financier	

CONTRACTS REGISTER

VALLEY HOUSE CTS 50449

Contractor Name and Address OZI Security PTY LTD	Details of Duties Statis Secutity Service provided (via the BMG)	Delegated Powers	Basis of Remuneration Annually (to be split by the BMG)
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	01/04/23 3 years	Termination Date	
		Finance	
		Name of Financier	
		Date of Advice from Financier Date of Withdrawal of Financier	

Contractor Name and Address Lask K Ventures TA Ground Floor Level 27 101 Collins Street Melbourne VIC 3000	Details of Duties Parcel Lockers+software	Delegated Powers	Basis of Remuneration Monthly software fee quarterly in advance
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No	24/05/22 12months Annual rollovers Y	Termination Date	
		Finance	
		Name of Financier	
		Date of Advice from Financier Date of Withdrawal of Financier	

Contractor Name and Address	Details of Duties	Delegated Powers	Basis of Remuneration
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No		Termination Date	
		Finance	
		Name of Financier	
		Date of Advice from Financier Date of Withdrawal of Financier	

Contractor Name and Address	Details of Duties	Delegated Powers	Basis of Remuneration
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No		Termination Date	
		Finance	
		Name of Financier	
		Date of Advice from Financier Date of Withdrawal of Financier	

Contractor Name and Address	Details of Duties	Delegated Powers	Basis of Remuneration
Commencement Date Term of Contract Options Copy of Agreement on File Workers Comp No		Termination Date	
		Finance	
		Name of Financier	
		Date of Advice from Financier Date of Withdrawal of Financier	

VALLEY HOUSE CTS 50449
Statement Pursuant to Section 206 (2) (c)

1. Contribution schedule lot entitlements (CSLE)

The CSLE for the lots in the scheme have been decided in accordance with the relativity principle.

The relativity principle for deciding the CSLE for lots in the scheme is the principle that the lot entitlements must clearly demonstrate the relationship between the lots by reference to one or more relevant factors. These relevant factors may only be any of the following:

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

In determining the CSLE for lots in the scheme using the relativity principle, regard was had to the following relevant factors:

(a) How the scheme was structured

The scheme is not part of a layered scheme The structure of the scheme was not considered relevant in deciding the CSLE

(b) The nature, features and characteristics of the lots included in the scheme

The lots in the Scheme have been created under a building format plan and the body corporate is responsible for the repair and maintenance of common property within the s scheme. This includes the exterior of the building comprised in the scheme and foyers, lifts, external walls and windows, roof, utility infrastructure , utility services and recreational facilities. The relationship between the lots in the context of the factors set out below were considered relevant in deciding the CSLE because they place a differential burden on the costs of the body corporate for the maintenance, cleaning and repair of the common property.

- (i) **The level of the building on which the lot is situated** :
Additional entitlements are added depending on the level the building in which lot is located. The higher the lot in the building, the higher the cost of maintaining, cleaning and repairing windows

and external walls and the higher the cost of maintaining and operating the lifts.

- (ii) **The area of the lot:** Additional entitlements are added depending on the area of the lot. The larger the area the greater demand on support and shelter costs;
- (iii) **The number of potential occupants.** Larger lots can cater for greater number of occupants and therefore have the potential to place a greater burden on common property and additional entitlements are added to reflect this.

The relative 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.

(c) The purpose for which the lots are used

Each of the lots in the scheme is used for residential purposes except for lot 2106 which may be used for management and letting purposes. However, this factor did not affect the CSLE.

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

The factors listed in item *(b) Nature, features and characteristics of the lots included in the scheme* have been assessed as having an impact on the body corporate costs for the maintenance, cleaning and repair of the common property and additional entitlements are added to reflect this.

(e) The market values of the lots included in the scheme

The market values of the lots were not considered relevant in deciding the CSLE.

2. Interest schedule lot entitlements (ISLE)

The ISLE are consistent with the market value principle. The market value principle for deciding the ISLE for the lots in the scheme is the principle that the lot entitlements must reflect the respective market values of the lots, except to the extent which it is just and equitable in the circumstances for them not to reflect the respective market values.

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

VALLEY HOUSE CTS 50449

**REGISTER OF IMPROVEMENTS ON COMMON
PROPERTY FOR WHICH INDIVIDUAL LOT OWNERS
ARE RESPONSIBLE**

1. By-Laws

The following by-laws may potentially relate to improvement/s on the common property that the lot owner will be liable to maintain.

By-Laws relating to exclusive use:

<u>By-Law No.</u>	<u>Relevant Lots</u>	<u>Subject of By-Law</u>
32	Per Schedule C	Exclusive use – single car parking
33	Per Schedule C	Exclusive use – single car parking (access via pallet system)
34	Per Schedule C	Exclusive use – pallet car parking
35	Per Schedule C	Exclusive use – stacker car parking
36	Per Schedule C	Exclusive use - storage

By-Laws other than Exclusive Use By-Laws:

<u>By-Law No</u>	<u>Relevant Lots</u>	<u>Subject of By-Law</u>
39	All	Bulk supply of Utility Services

2. Agreements

The following agreements may potentially relate to improvements on the common property that the lot owner is liable to maintain.

NIL

e. ernstlevies@ebcm.com.au
t. +61 07 5519 2900
w. ebcm.com.au
a. PO BOX 10374 Southport QLD 4215

Valley House CTS 50449

ABN 68 365 019 475

STATEMENT

M J Atkins
1812/167 Alfred Street
FORTITUDE VALLEY QLD 4006







Transfer Date:
22/07/24

Statement Period			
01 Sep 23 to 07 Aug 25			
A/c No	154	Lot No	21312
Page Number	1 of 3	Unit No	18.12

Last Certificate Issued: 16/07/24



Date	Type	Details	Reference	Debit	Credit	Balance
		Brought forward				0.00
01/09/23	Administrative Fund	01/09/23 To 31/12/23	I0018288	1,018.00		1,018.00
01/09/23	Sinking Fund	01/09/23 To 31/12/23	I0018584	199.15		1,217.15
01/09/23	Building Insurance	01/09/23 To 31/12/23	I0018880	142.80		1,359.95
01/09/23	Exclusive Use Carpar	01/09/23 To 31/12/23	I0019079	162.81		1,522.76
11/09/23	Receipt	Administrative Fund	R0006515		1,018.00	504.76
11/09/23	Receipt	Sinking Fund	RA006515		199.15	305.61
11/09/23	Receipt	Building Insurance	RB006515		142.80	162.81
11/09/23	Receipt	Exclusive Use Carpar	RC006515		162.81	0.00
06/12/23	Administrative Fund	01/01/24 To 30/04/24	I0019279	1,114.96		1,114.96
06/12/23	Sinking Fund	01/01/24 To 30/04/24	I0019575	120.98		1,235.94
06/12/23	Building Insurance	01/01/24 To 30/04/24	I0019871	88.51		1,324.45
06/12/23	Exclusive Use Carpar	01/01/24 To 30/04/24	I0020070	167.66		1,492.11
19/01/24	Receipt	Administrative Fund	R0006941		1,114.96	377.15
19/01/24	Receipt	Sinking Fund	RA006941		120.98	256.17
19/01/24	Receipt	Building Insurance	RB006941		88.51	167.66
19/01/24	Receipt	Exclusive Use Carpar	RC006941		167.66	0.00
21/03/24	Administrative Fund	01/05/24 To 31/08/24	I0020270	1,114.96		1,114.96
More details on next page...				\$4,129.83	\$3,014.87	\$1,114.96
Over 90 Days	90 Days	60 Days	30 Days	Current	BALANCE DUE: \$6,433.72	
2,588.69	2,007.79	100.46	100.46	1,636.32	Date Paid	Amount Paid

STRATAPAY

	Tel: 1300 552 311 Ref: 9753 1654 6	Telephone: Call this number to pay by credit card. International +613 8648 0158	
	www.stratamax.com.au Ref: 9753 1654 6	Internet: Visit this website to make a secure credit card payment over the internet.	
	www.stratapay.com/ddr Ref: 9753 1654 6	Direct Debit: Make auto payments directly from your nominated bank account or credit card.	

All payments made through StrataPay payment options are subject to User Terms and Conditions available at www.stratapay.com or by calling 1300 135 610 or email info@stratapay.com. By using the payment options provided by StrataPay you are taken to have read and understood these User Terms and Conditions prior to using StrataPay. Credit card acceptance is subject to notation above. Additional charges may apply.



	Billers Code: 96503 Ref: 204911465 1000 0001 543	BPay: Contact your participating financial institution to make a payment from your cheque or savings account. BPAY® Registered to BPAY Pty Ltd ABN 69 079 137 518
	In Person: Pay in-store at Australia Post by cheque or EFTPOS All cheques must be made payable to: BODY CORPORATE FOR VALLEY HOUSE CTS 50449	

LOT/UNIT

Lot 21312/ Unit 18.12

STRATAPAY REFERENCE NO.

9753 1654 6

DUE DATE

VALLEY HOUSE

MANAGED BY

EBCM

AMOUNT

\$6,433.72



*496 204911465 10000001543

e. ernstlevies@ebcm.com.au
t. +61 07 5519 2900
w. ebcm.com.au
a. PO BOX 10374 Southport QLD 4215

Valley House CTS 50449

STATEMENT

M J Atkins 1812/167 Alfred Street FORTITUDE VALLEY QLD 4006	Statement Period			
	01 Sep 23 to 07 Aug 25			
	A/c No	154	Lot No	21312
	Page Number	2 of 3		

Date	Type	Details	Reference	Debit	Credit	Balance
		Brought forward		4,129.83	3,014.87	1,114.96
21/03/24	Sinking Fund	01/05/24 To 31/08/24	I0020566	120.98		1,235.94
21/03/24	Building Insurance	01/05/24 To 31/08/24	I0020862	88.51		1,324.45
21/03/24	Exclusive Use Carpar	01/05/24 To 31/08/24	I0021061	167.66		1,492.11
14/05/24	Other	Arrears Notice Fee	M0002275	44.00		1,536.11
20/05/24	Receipt	Administrative Fund	R0007334		1,114.96	421.15
20/05/24	Receipt	Sinking Fund	RA007334		120.98	300.17
20/05/24	Receipt	Building Insurance	RB007334		88.51	211.66
20/05/24	Receipt	Exclusive Use Carpar	RC007334		167.66	44.00
22/07/24		Transfer				44.00
22/07/24	Administrative Fund	01/09/24 To 31/12/24	I0021261	1,082.62		1,126.62
22/07/24	Sinking Fund	01/09/24 To 31/12/24	I0021557	147.04		1,273.66
22/07/24	Building Insurance	01/09/24 To 31/12/24	I0021853	106.62		1,380.28
22/07/24	Exclusive Use Carpar	01/09/24 To 31/12/24	I0022052	166.04		1,546.32
07/08/24	Receipt	Administrative Fund	R0007495		1,082.62	463.70
07/08/24	Receipt	Sinking Fund	RA007495		147.04	316.66
07/08/24	Receipt	Building Insurance	RB007495		106.62	210.04
07/08/24	Receipt	Exclusive Use Carpar	RC007495		166.04	44.00
07/08/24	Receipt	Other	RD007495		44.00	0.00
11/12/24	Administrative Fund	01/01/25 To 30/04/25	I0022252	1,241.61		1,241.61
11/12/24	Sinking Fund	01/01/25 To 30/04/25	I0022548	153.63		1,395.24
11/12/24	Building Insurance	01/01/25 To 30/04/25	I0022844	130.16		1,525.40
11/12/24	Admin. Fund Special	15/01/25	I0023140	204.02		1,729.42
11/12/24	Exclusive Use Carpar	01/01/25 To 30/04/25	I0023339	177.91		1,907.33
11/12/24	Admin. Fund Special	15/01/25	I0023539	204.02		2,111.35
28/01/25	Other	Arrears Notice Fee	M0002412	44.00		2,155.35
14/02/25	Other	Arrears Notice Fee	M0002441	77.00		2,232.35
28/02/25	Other	Arrears Notice Fee	M0002451	198.00		2,430.35
28/02/25	Overdue Interest Jnl	Interest To 28/02/25	J0037550	52.78		2,483.13
20/03/25	Administrative Fund	01/05/25 To 31/08/25	I0023835	1,241.61		3,724.74
20/03/25	Sinking Fund	01/05/25 To 31/08/25	I0024131	153.63		3,878.37
20/03/25	Building Insurance	01/05/25 To 31/08/25	I0024427	130.16		4,008.53
20/03/25	Admin. Fund Special	01/05/25	I0024723	204.02		4,212.55
20/03/25	Exclusive Use Carpar	01/05/25 To 31/08/25	I0024922	177.91		4,390.46
31/03/25	Overdue Interest Jnl	Interest To 31/03/25	J0037932	52.78		4,443.24
30/04/25	Overdue Interest Jnl	Interest To 30/04/25	J0038381	52.78		4,496.02
31/05/25	Overdue Interest Jnl	Interest To 31/05/25	J0038863	100.46		4,596.48
30/06/25	Overdue Interest Jnl	Interest To 30/06/25	J0039142	100.46		4,696.94
More details on next page...				\$10,750.24	\$6,053.30	\$4,696.94

e. ernstlevies@ebcm.com.au
t. +61 07 5519 2900
w. ebcm.com.au
a. PO BOX 10374 Southport QLD 4215

Valley House CTS 50449

STATEMENT

M J Atkins
1812/167 Alfred Street
FORTITUDE VALLEY QLD 4006

Statement Period			
01 Sep 23 to 07 Aug 25			
A/c No	154	Lot No	21312
Page Number	3 of 3		

Date	Type	Details	Reference	Debit	Credit	Balance
		Brought forward		10,750.24	6,053.30	4,696.94
22/07/25	Administrative Fund	01/09/25 To 31/12/25	I0025122	1,188.57		5,885.51
22/07/25	Sinking Fund	01/09/25 To 31/12/25	I0025418	151.47		6,036.98
22/07/25	Building Insurance	01/09/25 To 31/12/25	I0025714	122.33		6,159.31
22/07/25	Exclusive Use Carpar	01/09/25 To 31/12/25	I0025913	173.95		6,333.26
31/07/25	Overdue Interest Jnl	Interest To 31/07/25	J0039607	100.46		6,433.72
				\$12,487.02	\$6,053.30	\$6,433.72



Chubb Insurance Australia Limited
ABN: 23 001 642 020 AFSL: 239687
Grosvenor Place
Level 38, 225 George Street
Sydney NSW 2000, Australia
O +61 2 9335 3200
www.chubb.com/au

Date Issued: 25 July 2025

Certificate of Currency

This Certificate of Currency confirms the following **Policy** is current at the date stated below. Please refer to **Policy** documents for full terms and conditions.

Certificate of Currency		
Named Insured:	Flatiron CTS 50448, Valley House CTS 50449, FV No.1 CTS 52707 & Forresters Hall at FV No.1 CTS 52708	
Indemnity to Others (Section 5, General Liability Insurance Only)	Not Applicable	
Policy Number:	04GS017360	
Insurance:	Residential Strata Insurance	
Wording	Chubb Strata Insurance ChubbSTRATA01PDS0224	
Period of Insurance:	From:	4.00pm on 18 July 2025, Local Standard Time
	To:	4.00pm on 18 January 2026, Local Standard Time
The Insurer:	Section 1	100.00% Chubb Insurance Australia Limited
	Section 2	100.00% Chubb Insurance Australia Limited
	Section 3	100.00% Chubb Insurance Australia Limited
	Section 4-10	Not Insured
Insured Location	191 Brunswick Street, Fortitude Valley QLD 4006	

Limits of Liability

Section 1: Property Damage Insurance	Buildings and Common Property	AUD 524,300,700
	Common Contents	AUD 5,243,007
	Catastrophe	AUD 79,431,556
Section 2: Machinery Breakdown Insurance	AUD 25,000	
Section 3: Consequential Loss Insurance	AUD 78,645,105	
Combined Section 1 - Property Damage Insurance and Section 3 - Consequential Loss Insurance Limit of Liability	AUD 687,620,368	
Section 4: Crime Insurance	Not Insured	
Section 5: General Liability Insurance	Personal Injury	Not Insured
	Property Damage	Not Insured
Section 6: Environmental Impairment Liability Insurance	Not Insured	
Section 7: Management Committee Liability Insurance	Not Insured	
Section 8: Audit Expenses Insurance	Not Insured	
Section 9: Appeal Expenses Insurance	Not Insured	
Section 10: Voluntary Workers Insurance	Accident each occurrence Limit	Not Insured
	Accident aggregate Limit	Not Insured

All the values on this Certificate of Currency are correct as at 25 July 2025 and may only be subject to change within the **Period of Insurance** by written agreement between the Insurer and the **Insured**.

The insurance afforded by the policies described in this Certificate is subject to all terms, exclusions and conditions of such policies.

This Certificate is furnished as a matter of information only and does not constitute an insurance contract upon which claims can be made. **Policy** terms and conditions incorporate provisions which may enable Insurers to cancel or vary the **Policy** on the happening of prescribed circumstances or events (i.e. non-payment of premium). Therefore, this confirmation of insurance is not to be construed as guaranteeing that the **Policy** will remain in force throughout the **Period of Insurance** as specified herein.

Signed:



Clayton McCarthy
Strata Underwriter

Authorised Officer, Chubb Insurance Australia Limited
ABN 23 001 642 020 AFSL 239687

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Search Date: 07/08/2025 16:44

Request No: 52904107

SCHEME NAME

VALLEY HOUSE COMMUNITY TITLES SCHEME 50449

BODY CORPORATE ADDRESS

PO BOX 786
FORTITUDE VALLEY QLD
4006

COMMUNITY MANAGEMENT STATEMENT No: 50449

Title	Lot	Plan		Title	Lot	Plan	
51111523	CP	SP	271999	51111524	2101	SP	271999
51111525	2102	SP	271999	51111526	2103	SP	271999
51111527	2104	SP	271999	51111528	2105	SP	271999
51111529	2106	SP	271999	51111530	2107	SP	271999
51111531	2108	SP	271999	51111532	2109	SP	271999
51111533	2110	SP	271999	51111534	2201	SP	271999
51111535	2202	SP	271999	51111536	2203	SP	271999
51111537	2204	SP	271999	51111538	2205	SP	271999
51111539	2206	SP	271999	51111540	2207	SP	271999
51111541	2208	SP	271999	51111542	2209	SP	271999
51111543	2210	SP	271999	51111544	2211	SP	271999
51111545	2212	SP	271999	51111546	2301	SP	271999
51111547	2302	SP	271999	51111548	2303	SP	271999
51111549	2304	SP	271999	51111550	2305	SP	271999
51111551	2306	SP	271999	51111552	2307	SP	271999
51111553	2308	SP	271999	51111554	2309	SP	271999
51111555	2310	SP	271999	51111556	2311	SP	271999
51111557	2312	SP	271999	51111558	2401	SP	271999
51111559	2402	SP	271999	51111560	2403	SP	271999
51111561	2404	SP	271999	51111562	2405	SP	271999
51111563	2406	SP	271999	51111564	2407	SP	271999
51111565	2408	SP	271999	51111566	2409	SP	271999
51111567	2410	SP	271999	51111568	2411	SP	271999
51111569	2412	SP	271999	51111570	2501	SP	271999
51111571	2502	SP	271999	51111572	2503	SP	271999
51111573	2504	SP	271999	51111574	2505	SP	271999
51111575	2506	SP	271999	51111576	2507	SP	271999
51111577	2508	SP	271999	51111578	2509	SP	271999
51111579	2510	SP	271999	51111580	2511	SP	271999
51111581	2512	SP	271999	51111582	2601	SP	271999
51111583	2602	SP	271999	51111584	2603	SP	271999
51111585	2604	SP	271999	51111586	2605	SP	271999
51111587	2606	SP	271999	51111588	2607	SP	271999
51111589	2608	SP	271999	51111590	2609	SP	271999

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

CMS Number: 50449

COMMUNITY MANAGEMENT STATEMENT No: 50449 (Continued)

Title	Lot	Plan	Title	Lot	Plan
51111591	2610	SP 271999	51111592	2611	SP 271999
51111593	2612	SP 271999	51111594	2701	SP 271999
51111595	2702	SP 271999	51111596	2703	SP 271999
51111597	2704	SP 271999	51111598	2705	SP 271999
51111599	2706	SP 271999	51111600	2707	SP 271999
51111601	2708	SP 271999	51111602	2709	SP 271999
51111603	2710	SP 271999	51111604	2711	SP 271999
51111605	2712	SP 271999	51111606	2801	SP 271999
51111607	2802	SP 271999	51111608	2803	SP 271999
51111609	2804	SP 271999	51111610	2805	SP 271999
51111611	2806	SP 271999	51111612	2807	SP 271999
51111613	2808	SP 271999	51111614	2809	SP 271999
51111615	2810	SP 271999	51111616	2811	SP 271999
51111617	2812	SP 271999	51111618	2901	SP 271999
51111619	2902	SP 271999	51111620	2903	SP 271999
51111621	2904	SP 271999	51111622	2905	SP 271999
51111623	2906	SP 271999	51111624	2907	SP 271999
51111625	2908	SP 271999	51111626	2909	SP 271999
51111627	2910	SP 271999	51111628	2911	SP 271999
51111629	2912	SP 271999	51111630	21001	SP 271999
51111631	21002	SP 271999	51111632	21003	SP 271999
51111633	21004	SP 271999	51111634	21005	SP 271999
51111635	21006	SP 271999	51111636	21007	SP 271999
51111637	21008	SP 271999	51111638	21009	SP 271999
51111639	21010	SP 271999	51111640	21011	SP 271999
51111641	21012	SP 271999	51111642	21101	SP 271999
51111643	21102	SP 271999	51111644	21103	SP 271999
51111645	21104	SP 271999	51111646	21105	SP 271999
51111647	21106	SP 271999	51111648	21107	SP 271999
51111649	21108	SP 271999	51111650	21109	SP 271999
51111651	21110	SP 271999	51111652	21111	SP 271999
51111653	21112	SP 271999	51111654	21201	SP 271999
51111655	21202	SP 271999	51111656	21203	SP 271999
51111657	21204	SP 271999	51111658	21205	SP 271999
51111659	21206	SP 271999	51111660	21207	SP 271999
51111661	21208	SP 271999	51111662	21209	SP 271999
51111663	21210	SP 271999	51111664	21211	SP 271999
51111665	21212	SP 271999	51111666	21301	SP 271999
51111667	21302	SP 271999	51111668	21303	SP 271999
51111669	21304	SP 271999	51111670	21305	SP 271999
51111671	21306	SP 271999	51111672	21307	SP 271999
51111673	21308	SP 271999	51111674	21309	SP 271999
51111675	21310	SP 271999	51111676	21311	SP 271999
51111677	21312	SP 271999	51111678	21401	SP 271999
51111679	21402	SP 271999	51111680	21403	SP 271999
51111681	21404	SP 271999	51111682	21405	SP 271999

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

CMS Number: 50449

COMMUNITY MANAGEMENT STATEMENT No: 50449 (Continued)

Title	Lot	Plan	Title	Lot	Plan
51111683	21406	SP 271999	51111684	21407	SP 271999
51111685	21408	SP 271999	51111686	21409	SP 271999
51111687	21410	SP 271999	51111688	21411	SP 271999
51111689	21412	SP 271999	51111690	21501	SP 271999
51111691	21502	SP 271999	51111692	21503	SP 271999
51111693	21504	SP 271999	51111694	21505	SP 271999
51111695	21506	SP 271999	51111696	21507	SP 271999
51111697	21508	SP 271999	51111698	21509	SP 271999
51111699	21510	SP 271999	51111700	21511	SP 271999
51111701	21512	SP 271999	51111702	21601	SP 271999
51111703	21602	SP 271999	51111704	21603	SP 271999
51111705	21604	SP 271999	51111706	21605	SP 271999
51111707	21606	SP 271999	51111708	21607	SP 271999
51111709	21608	SP 271999	51111710	21609	SP 271999
51111711	21610	SP 271999	51111712	21611	SP 271999
51111713	21612	SP 271999	51111714	21701	SP 271999
51111715	21702	SP 271999	51111716	21703	SP 271999
51111717	21704	SP 271999	51111718	21705	SP 271999
51111719	21706	SP 271999	51111720	21707	SP 271999
51111721	21708	SP 271999	51111722	21709	SP 271999
51111723	21710	SP 271999	51111724	21711	SP 271999
51111725	21712	SP 271999	51111726	21801	SP 271999
51111727	21802	SP 271999	51111728	21803	SP 271999
51111729	21804	SP 271999	51111730	21805	SP 271999
51111731	21806	SP 271999	51111732	21807	SP 271999
51111733	21808	SP 271999	51111734	21809	SP 271999
51111735	21810	SP 271999	51111736	21811	SP 271999
51111737	21812	SP 271999	51111738	21901	SP 271999
51111739	21902	SP 271999	51111740	21903	SP 271999
51111741	21904	SP 271999	51111742	21905	SP 271999
51111743	21906	SP 271999	51111744	21907	SP 271999
51111745	21908	SP 271999	51111746	21909	SP 271999
51111747	21910	SP 271999	51111748	21911	SP 271999
51111749	21912	SP 271999	51111750	22001	SP 271999
51111751	22002	SP 271999	51111752	22003	SP 271999
51111753	22004	SP 271999	51111754	22005	SP 271999
51111755	22006	SP 271999	51111756	22007	SP 271999
51111757	22008	SP 271999	51111758	22009	SP 271999
51111759	22010	SP 271999	51111760	22011	SP 271999
51111761	22012	SP 271999	51111762	22101	SP 271999
51111763	22102	SP 271999	51111764	22103	SP 271999
51111765	22104	SP 271999	51111766	22105	SP 271999
51111767	22106	SP 271999	51111768	22107	SP 271999
51111769	22108	SP 271999	51111770	22109	SP 271999
51111771	22110	SP 271999	51111772	22111	SP 271999
51111773	22112	SP 271999	51111774	22201	SP 271999

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

CMS Number: 50449

COMMUNITY MANAGEMENT STATEMENT No: 50449 (Continued)

Title	Lot	Plan		Title	Lot	Plan	
51111775	22202	SP	271999	51111776	22203	SP	271999
51111777	22204	SP	271999	51111778	22205	SP	271999
51111779	22206	SP	271999	51111780	22207	SP	271999
51111781	22208	SP	271999	51111782	22209	SP	271999
51111783	22210	SP	271999	51111784	22211	SP	271999
51111785	22212	SP	271999	51111786	22301	SP	271999
51111787	22302	SP	271999	51111788	22303	SP	271999
51111789	22304	SP	271999	51111790	22305	SP	271999
51111791	22306	SP	271999	51111792	22307	SP	271999
51111793	22308	SP	271999	51111794	22309	SP	271999
51111795	22310	SP	271999	51111796	22311	SP	271999
51111797	22312	SP	271999	51111798	22401	SP	271999
51111799	22402	SP	271999	51111800	22403	SP	271999
51111801	22404	SP	271999	51111802	22405	SP	271999
51111803	22406	SP	271999	51111804	22407	SP	271999
51111805	22408	SP	271999	51111806	22409	SP	271999
51111807	22410	SP	271999	51111808	22411	SP	271999
51111809	22501	SP	271999	51111810	22502	SP	271999
51111811	22503	SP	271999	51111812	22504	SP	271999
51111813	22505	SP	271999	51111814	22506	SP	271999
51111815	22507	SP	271999	51111816	22508	SP	271999
51111817	22509	SP	271999	51111818	22510	SP	271999
51111819	22511	SP	271999				

COMMUNITY MANAGEMENT STATEMENT Dealing No: 723848263

** End of Community Titles Scheme Search **

Dealing Number



OFFICE USE ONLY

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.

1. Nature of request

Request to record new Community Management Statement for Valley House Community Titles Scheme 50449

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

Mellick Strata Law

PO Box 3076

Yeronga QLD 4104

0414 060 781

mark@mellickstratalaw.com.au

Lodger Code

2. Lot on Plan Description

Common property for Valley House Community Titles Scheme 50449

Title Reference

51111523

3. Registered Proprietor/State Lessee

Body Corporate for Valley House Community Titles Scheme 50449

4. Interest

Not Applicable

5. Applicant

Body Corporate for Valley House Community Titles Scheme 50449

6. Request

I hereby request that: the new Community Management Statement deposited herewith, which amends Schedule C of the existing Community Management Statement, be recorded as the New Community Management Statement for Valley House Community Titles Scheme 50449.

7. Execution by applicant

5/12/2025

Execution Date

Mark Joseph Mellick – Solicitor

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

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

Valley House Community Titles Scheme 50449

2. Regulation module

Accommodation Module

3. Name of body corporate

Body Corporate for Valley House Community Titles Scheme 50449

4. Scheme Land

Lot on Plan Description

See Enlarged Plan

Title Reference

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')

Not Applicable pursuant to s60(6) of the Body Corporate and Community Management Act 1997

*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

***Execution**

*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 Titles Queensland website.

**BCCM EXECUTION /
RELEVANT CERTIFICATE**

1. Community Titles Scheme (CTS) Name	CTS Number
VALLEY HOUSE COMMUNITY TITLES SCHEME	50449

2. Module Type of BCCM Scheme	Instrument being executed (using this certificate)
Accommodation Module	New Community Management Statement

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

Signature	<u></u>	Signature	<u></u>
Signer Name	<u>EDEN ROTHSCHILD</u>	Signer Name	<u>Sebastian DEMMEL</u>
Signer Authority	<u>SECRETARY</u>	Signer Authority	<u>CHAIRPERSON</u>
Entity (if applicable)	<u></u>	Entity (if applicable)	<u></u>
Execution Date	<u>17/1/25</u>	Execution Date	<u>27/01/2025</u>

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

When this Form should be used:

This form should be used for the execution by a Body Corporate of any Titles Instrument other than a Form 14.

Guidance

Please refer to Parts [45-2060] to [45-2081] of the Land Title Practice Manual for guidance on completion and execution of this form and refer to Part 45 generally for further guidance on titles instruments involving Community Titles Schemes. Some brief guidance on the completion of Item 3 has been included below for the quick reference of those who are already familiar with executions of titles instruments by a Body Corporate.

Signer Authority Guidance:

Representative of a Registered Owner means a natural person (individual) whose name is recorded on the body corporate's roll as the representative of the registered owner of a lot that is included in the scheme – Refer to Part [45-2070-1] of the Land Title Practice Manual.

Registered Owner – Individual means a natural person (individual) who is the registered owner of a lot that is included in the scheme. If a lot is owned by 2 or more people, it is acceptable for only one of the registered owners to sign the relevant certificate – Refer to Part [45-2070-2] of the Land Title Practice Manual.

Registered Owner – Corporation means the officeholder of the position of 'Director' or 'Secretary' for the corporate entity that is the registered owner of the lot. It is acceptable for only one office holder (Director or Secretary) of a Corporate Entity to execute on behalf of the Corporation in this instance, as by doing so they confirm they are signing as Agent on behalf of the Corporation and hold the requisite authority to do so – Refer to Part [45-2070-4] of the Land Title Practice Manual. The name and A.C.N of the corporation must be included in the 'Entity' field.

Body Corporate Manager under Chapter 3, Part 5 means a Body Corporate Manager appointed under Chapter 3, Part 5 of the respective Module Regulations to perform the functions of the body corporate committee. This is applicable only to Standard Module, Small Schemes Module and Accommodation Modules. This type of body corporate manager should not be confused with the more common type of body corporate manager that assists with the administration of the body corporate – Refer to Part [45-2070-5] of the Land Title Practice Manual.

Person specified as Signatory in the Body Corporate resolution authorising the transaction means the person identified (by name) and specifically authorised in the body corporate resolution, as the person who should execute the instrument. By signing in this way, the person signing confirms that they are one and the same person as is specified in the resolution to sign the instrument and that they have the authority to sign it. A copy of the resolution is not required to be deposited with this form to confirm this authority – Refer to Part [45-2060] of the Land Title Practice Manual.

Constructing Authority - Authorised Officer means the officer for the Constructing Authority that is authorised to execute on behalf of the Body Corporate pursuant to Section 12A of the *Acquisition of Land Act 1967* and Section 51 or 51A of the *Body Corporate and Community Management Act 1997*. The name of the Authorised Officer must be completed in the 'Signer Name' field, and the name of the Constructing Authority e.g. 'Department of Transport and Main Roads' must be entered into the 'Entity' section – Refer to Part [45-2068] of the Land Title Practice Manual.

4. Scheme Land

Lot on Plan Descriptions	Title Reference
Common Property of Valley House Community Titles Scheme 50449	51111523
Lot 2101 on SP 271999	51111524
Lot 2102 on SP 271999	51111525
Lot 2103 on SP 271999	51111526
Lot 2104 on SP 271999	51111527
Lot 2105 on SP 271999	51111528
Lot 2106 on SP 271999	51111529
Lot 2107 on SP 271999	51111530
Lot 2108 on SP 271999	51111531
Lot 2109 on SP 271999	51111532
Lot 2110 on SP 271999	51111533
Lot 2201 on SP 271999	51111534
Lot 2202 on SP 271999	51111535
Lot 2203 on SP 271999	51111536
Lot 2204 on SP 271999	51111537
Lot 2205 on SP 271999	51111538
Lot 2206 on SP 271999	51111539
Lot 2207 on SP 271999	51111540
Lot 2208 on SP 271999	51111541
Lot 2209 on SP 271999	51111542
Lot 2210 on SP 271999	51111543
Lot 2211 on SP 271999	51111544
Lot 2212 on SP 271999	51111545
Lot 2301 on SP 271999	51111546
Lot 2302 on SP 271999	51111547
Lot 2303 on SP 271999	51111548
Lot 2304 on SP 271999	51111549

Lot 2305 on SP 271999	51111550
Lot 2306 on SP 271999	51111551
Lot 2307 on SP 271999	51111552
Lot 2308 on SP 271999	51111553
Lot 2309 on SP 271999	51111554
Lot 2310 on SP 271999	51111555
Lot 2311 on SP 271999	51111556
Lot 2312 on SP 271999	51111557
Lot 2401 on SP 271999	51111558
Lot 2402 on SP 271999	51111559
Lot 2403 on SP 271999	51111560
Lot 2404 on SP 271999	51111561
Lot 2405 on SP 271999	51111562
Lot 2406 on SP 271999	51111563
Lot 2407 on SP 271999	51111564
Lot 2408 on SP 271999	51111565
Lot 2409 on SP 271999	51111566
Lot 2410 on SP 271999	51111567
Lot 2411 on SP 271999	51111568
Lot 2412 on SP 271999	51111569
Lot 2501 on SP 271999	51111570
Lot 2502 on SP 271999	51111571
Lot 2503 on SP 271999	51111572
Lot 2504 on SP 271999	51111573
Lot 2505 on SP 271999	51111574
Lot 2506 on SP 271999	51111575
Lot 2507 on SP 271999	51111576
Lot 2508 on SP 271999	51111577
Lot 2509 on SP 271999	51111578
Lot 2510 on SP 271999	51111579

Lot 2511 on SP 271999	51111580
Lot 2512 on SP 271999	51111581
Lot 2601 on SP 271999	51111582
Lot 2602 on SP 271999	51111583
Lot 2603 on SP 271999	51111584
Lot 2604 on SP 271999	51111585
Lot 2605 on SP 271999	51111586
Lot 2606 on SP 271999	51111587
Lot 2607 on SP 271999	51111588
Lot 2608 on SP 271999	51111589
Lot 2609 on SP 271999	51111590
Lot 2610 on SP 271999	51111591
Lot 2611 on SP 271999	51111592
Lot 2612 on SP 271999	51111593
Lot 2701 on SP 271999	51111594
Lot 2702 on SP 271999	51111595
Lot 2703 on SP 271999	51111596
Lot 2704 on SP 271999	51111597
Lot 2705 on SP 271999	51111598
Lot 2706 on SP 271999	51111599
Lot 2707 on SP 271999	51111600
Lot 2708 on SP 271999	51111601
Lot 2709 on SP 271999	51111602
Lot 2710 on SP 271999	51111603
Lot 2711 on SP 271999	51111604
Lot 2712 on SP 271999	51111605
Lot 2801 on SP 271999	51111606
Lot 2802 on SP 271999	51111607
Lot 2803 on SP 271999	51111608
Lot 2804 on SP 271999	51111609

Lot 2805 on SP 271999	51111610
Lot 2806 on SP 271999	51111611
Lot 2807 on SP 271999	51111612
Lot 2808 on SP 271999	51111613
Lot 2809 on SP 271999	51111614
Lot 2810 on SP 271999	51111615
Lot 2811 on SP 271999	51111616
Lot 2812 on SP 271999	51111617
Lot 2901 on SP 271999	51111618
Lot 2902 on SP 271999	51111619
Lot 2903 on SP 271999	51111620
Lot 2904 on SP 271999	51111621
Lot 2905 on SP 271999	51111622
Lot 2906 on SP 271999	51111623
Lot 2907 on SP 271999	51111624
Lot 2908 on SP 271999	51111625
Lot 2909 on SP 271999	51111626
Lot 2910 on SP 271999	51111627
Lot 2911 on SP 271999	51111628
Lot 2912 on SP 271999	51111629
Lot 21001 on SP 271999	51111630
Lot 21002 on SP 271999	51111631
Lot 21003 on SP 271999	51111632
Lot 21004 on SP 271999	51111633
Lot 21005 on SP 271999	51111634
Lot 21006 on SP 271999	51111635
Lot 21007 on SP 271999	51111636
Lot 21008 on SP 271999	51111637
Lot 21009 on SP 271999	51111638
Lot 21010 on SP 271999	51111639

Lot 21011 on SP 271999	51111640
Lot 21012 on SP 271999	51111641
Lot 21101 on SP 271999	51111642
Lot 21102 on SP 271999	51111643
Lot 21103 on SP 271999	51111644
Lot 21104 on SP 271999	51111645
Lot 21105 on SP 271999	51111646
Lot 21106 on SP 271999	51111647
Lot 21107 on SP 271999	51111648
Lot 21108 on SP 271999	51111649
Lot 21109 on SP 271999	51111650
Lot 21110 on SP 271999	51111651
Lot 21111 on SP 271999	51111652
Lot 21112 on SP 271999	51111653
Lot 21201 on SP 271999	51111654
Lot 21202 on SP 271999	51111655
Lot 21203 on SP 271999	51111656
Lot 21204 on SP 271999	51111657
Lot 21205 on SP 271999	51111658
Lot 21206 on SP 271999	51111659
Lot 21207 on SP 271999	51111660
Lot 21208 on SP 271999	51111661
Lot 21209 on SP 271999	51111662
Lot 21210 on SP 271999	51111663
Lot 21211 on SP 271999	51111664
Lot 21212 on SP 271999	51111665
Lot 21301 on SP 271999	51111666
Lot 21302 on SP 271999	51111667
Lot 21303 on SP 271999	51111668
Lot 21304 on SP 271999	51111669

Lot 21305 on SP 271999	51111670
Lot 21306 on SP 271999	51111671
Lot 21307 on SP 271999	51111672
Lot 21308 on SP 271999	51111673
Lot 21309 on SP 271999	51111674
Lot 21310 on SP 271999	51111675
Lot 21311 on SP 271999	51111676
Lot 21312 on SP 271999	51111677
Lot 21401 on SP 271999	51111678
Lot 21402 on SP 271999	51111679
Lot 21403 on SP 271999	51111680
Lot 21404 on SP 271999	51111681
Lot 21405 on SP 271999	51111682
Lot 21406 on SP 271999	51111683
Lot 21407 on SP 271999	51111684
Lot 21408 on SP 271999	51111685
Lot 21409 on SP 271999	51111686
Lot 21410 on SP 271999	51111687
Lot 21411 on SP 271999	51111688
Lot 21412 on SP 271999	51111689
Lot 21501 on SP 271999	51111690
Lot 21502 on SP 271999	51111691
Lot 21503 on SP 271999	51111692
Lot 21504 on SP 271999	51111693
Lot 21505 on SP 271999	51111694
Lot 21506 on SP 271999	51111695
Lot 21507 on SP 271999	51111696
Lot 21508 on SP 271999	51111697
Lot 21509 on SP 271999	51111698
Lot 21510 on SP 271999	51111699

Lot 21511 on SP 271999	51111700
Lot 21512 on SP 271999	51111701
Lot 21601 on SP 271999	51111702
Lot 21602 on SP 271999	51111703
Lot 21603 on SP 271999	51111704
Lot 21604 on SP 271999	51111705
Lot 21605 on SP 271999	51111706
Lot 21606 on SP 271999	51111707
Lot 21607 on SP 271999	51111708
Lot 21608 on SP 271999	51111709
Lot 21609 on SP 271999	51111710
Lot 21610 on SP 271999	51111711
Lot 21611 on SP 271999	51111712
Lot 21612 on SP 271999	51111713
Lot 21701 on SP 271999	51111714
Lot 21702 on SP 271999	51111715
Lot 21703 on SP 271999	51111716
Lot 21704 on SP 271999	51111717
Lot 21705 on SP 271999	51111718
Lot 21706 on SP 271999	51111719
Lot 21707 on SP 271999	51111720
Lot 21708 on SP 271999	51111721
Lot 21709 on SP 271999	51111722
Lot 21710 on SP 271999	51111723
Lot 21711 on SP 271999	51111724
Lot 21712 on SP 271999	51111725
Lot 21801 on SP 271999	51111726
Lot 21802 on SP 271999	51111727
Lot 21803 on SP 271999	51111728
Lot 21804 on SP 271999	51111729

Lot 21805 on SP 271999	51111730
Lot 21806 on SP 271999	51111731
Lot 21807 on SP 271999	51111732
Lot 21808 on SP 271999	51111733
Lot 21809 on SP 271999	51111734
Lot 21810 on SP 271999	51111735
Lot 21811 on SP 271999	51111736
Lot 21812 on SP 271999	51111737
Lot 21901 on SP 271999	51111738
Lot 21902 on SP 271999	51111739
Lot 21903 on SP 271999	51111740
Lot 21904 on SP 271999	51111741
Lot 21905 on SP 271999	51111742
Lot 21906 on SP 271999	51111743
Lot 21907 on SP 271999	51111744
Lot 21908 on SP 271999	51111745
Lot 21909 on SP 271999	51111746
Lot 21910 on SP 271999	51111747
Lot 21911 on SP 271999	51111748
Lot 21912 on SP 271999	51111749
Lot 22001 on SP 271999	51111750
Lot 22002 on SP 271999	51111751
Lot 22003 on SP 271999	51111752
Lot 22004 on SP 271999	51111753
Lot 22005 on SP 271999	51111754
Lot 22006 on SP 271999	51111755
Lot 22007 on SP 271999	51111756
Lot 22008 on SP 271999	51111757
Lot 22009 on SP 271999	51111758
Lot 22010 on SP 271999	51111759

Lot 22011 on SP 271999	51111760
Lot 22012 on SP 271999	51111761
Lot 22101 on SP 271999	51111762
Lot 22102 on SP 271999	51111763
Lot 22103 on SP 271999	51111764
Lot 22104 on SP 271999	51111765
Lot 22105 on SP 271999	51111766
Lot 22106 on SP 271999	51111767
Lot 22107 on SP 271999	51111768
Lot 22108 on SP 271999	51111769
Lot 22109 on SP 271999	51111770
Lot 22110 on SP 271999	51111771
Lot 22111 on SP 271999	51111772
Lot 22112 on SP 271999	51111773
Lot 22201 on SP 271999	51111774
Lot 22202 on SP 271999	51111775
Lot 22203 on SP 271999	51111776
Lot 22204 on SP 271999	51111777
Lot 22205 on SP 271999	51111778
Lot 22206 on SP 271999	51111779
Lot 22207 on SP 271999	51111780
Lot 22208 on SP 271999	51111781
Lot 22209 on SP 271999	51111782
Lot 22210 on SP 271999	51111783
Lot 22211 on SP 271999	51111784
Lot 22212 on SP 271999	51111785
Lot 22301 on SP 271999	51111786
Lot 22302 on SP 271999	51111787
Lot 22303 on SP 271999	51111788
Lot 22304 on SP 271999	51111789

Lot 22305 on SP 271999	51111790
Lot 22306 on SP 271999	51111791
Lot 22307 on SP 271999	51111792
Lot 22308 on SP 271999	51111793
Lot 22309 on SP 271999	51111794
Lot 22310 on SP 271999	51111795
Lot 22311 on SP 271999	51111796
Lot 22312 on SP 271999	51111797
Lot 22401 on SP 271999	51111798
Lot 22402 on SP 271999	51111799
Lot 22403 on SP 271999	51111800
Lot 22404 on SP 271999	51111801
Lot 22405 on SP 271999	51111802
Lot 22406 on SP 271999	51111803
Lot 22407 on SP 271999	51111804
Lot 22408 on SP 271999	51111805
Lot 22409 on SP 271999	51111806
Lot 22410 on SP 271999	51111807
Lot 22411 on SP 271999	51111808
Lot 22501 on SP 271999	51111809
Lot 22502 on SP 271999	51111810
Lot 22503 on SP 271999	51111811
Lot 22504 on SP 271999	51111812
Lot 22505 on SP 271999	51111813
Lot 22506 on SP 271999	51111814
Lot 22507 on SP 271999	51111815
Lot 22508 on SP 271999	51111816
Lot 22509 on SP 271999	51111817
Lot 22510 on SP 271999	51111818
Lot 22511 on SP 271999	51111819

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 2101 on SP 271999	591	416
Lot 2102 on SP 271999	780	649
Lot 2103 on SP 271999	608	473
Lot 2104 on SP 271999	769	550
Lot 2105 on SP 271999	596	440
Lot 2106 on SP 271999	956	792
Lot 2107 on SP 271999	607	468
Lot 2108 on SP 271999	785	660
Lot 2109 on SP 271999	598	435
Lot 2110 on SP 271999	770	528
Lot 2201 on SP 271999	593	412
Lot 2202 on SP 271999	777	682
Lot 2203 on SP 271999	773	671
Lot 2204 on SP 271999	597	412
Lot 2205 on SP 271999	600	396
Lot 2206 on SP 271999	602	402
Lot 2207 on SP 271999	597	417
Lot 2208 on SP 271999	776	644
Lot 2209 on SP 271999	778	649
Lot 2210 on SP 271999	592	401
Lot 2211 on SP 271999	594	417
Lot 2212 on SP 271999	598	417
Lot 2301 on SP 271999	595	415
Lot 2302 on SP 271999	779	686
Lot 2303 on SP 271999	775	675
Lot 2304 on SP 271999	598	414

Lot 2305 on SP 271999	601	399
Lot 2306 on SP 271999	602	404
Lot 2307 on SP 271999	598	420
Lot 2308 on SP 271999	777	647
Lot 2309 on SP 271999	780	653
Lot 2310 on SP 271999	594	404
Lot 2311 on SP 271999	596	420
Lot 2312 on SP 271999	600	420
Lot 2401 on SP 271999	596	417
Lot 2402 on SP 271999	780	689
Lot 2403 on SP 271999	777	678
Lot 2404 on SP 271999	598	416
Lot 2405 on SP 271999	601	401
Lot 2406 on SP 271999	602	406
Lot 2407 on SP 271999	598	422
Lot 2408 on SP 271999	779	651
Lot 2409 on SP 271999	782	656
Lot 2410 on SP 271999	596	406
Lot 2411 on SP 271999	598	422
Lot 2412 on SP 271999	601	422
Lot 2501 on SP 271999	598	421
Lot 2502 on SP 271999	782	692
Lot 2503 on SP 271999	778	681
Lot 2504 on SP 271999	600	425
Lot 2505 on SP 271999	602	403
Lot 2506 on SP 271999	604	409
Lot 2507 on SP 271999	600	424
Lot 2508 on SP 271999	781	654

Lot 2509 on SP 271999	783	659
Lot 2510 on SP 271999	597	410
Lot 2511 on SP 271999	599	424
Lot 2512 on SP 271999	603	424
Lot 2601 on SP 271999	600	423
Lot 2602 on SP 271999	784	696
Lot 2603 on SP 271999	780	685
Lot 2604 on SP 271999	602	421
Lot 2605 on SP 271999	602	405
Lot 2606 on SP 271999	604	411
Lot 2607 on SP 271999	602	426
Lot 2608 on SP 271999	782	657
Lot 2609 on SP 271999	785	663
Lot 2610 on SP 271999	599	412
Lot 2611 on SP 271999	601	426
Lot 2612 on SP 271999	605	426
Lot 2701 on SP 271999	601	426
Lot 2702 on SP 271999	785	699
Lot 2703 on SP 271999	782	688
Lot 2704 on SP 271999	603	423
Lot 2705 on SP 271999	603	407
Lot 2706 on SP 271999	605	413
Lot 2707 on SP 271999	603	428
Lot 2708 on SP 271999	784	660
Lot 2709 on SP 271999	787	666
Lot 2710 on SP 271999	601	415
Lot 2711 on SP 271999	603	428
Lot 2712 on SP 271999	606	428

Lot 2801 on SP 271999	603	428
Lot 2802 on SP 271999	787	702
Lot 2803 on SP 271999	783	691
Lot 2804 on SP 271999	605	426
Lot 2805 on SP 271999	605	411
Lot 2806 on SP 271999	607	416
Lot 2807 on SP 271999	605	432
Lot 2808 on SP 271999	786	664
Lot 2809 on SP 271999	788	669
Lot 2810 on SP 271999	602	417
Lot 2811 on SP 271999	604	432
Lot 2812 on SP 271999	608	432
Lot 2901 on SP 271999	605	432
Lot 2902 on SP 271999	789	706
Lot 2903 on SP 271999	785	695
Lot 2904 on SP 271999	607	428
Lot 2905 on SP 271999	607	413
Lot 2906 on SP 271999	608	418
Lot 2907 on SP 271999	607	434
Lot 2908 on SP 271999	787	667
Lot 2909 on SP 271999	790	673
Lot 2910 on SP 271999	604	421
Lot 2911 on SP 271999	606	434
Lot 2912 on SP 271999	610	434
Lot 21001 on SP 271999	606	434
Lot 21002 on SP 271999	790	709
Lot 21003 on SP 271999	787	698
Lot 21004 on SP 271999	608	432

Lot 21005 on SP 271999	608	416
Lot 21006 on SP 271999	610	422
Lot 21007 on SP 271999	608	437
Lot 21008 on SP 271999	789	670
Lot 21009 on SP 271999	792	676
Lot 21010 on SP 271999	606	423
Lot 21011 on SP 271999	608	437
Lot 21012 on SP 271999	611	437
Lot 21101 on SP 271999	608	437
Lot 21102 on SP 271999	792	712
Lot 21103 on SP 271999	788	701
Lot 21104 on SP 271999	610	434
Lot 21105 on SP 271999	610	418
Lot 21106 on SP 271999	612	424
Lot 21107 on SP 271999	610	439
Lot 21108 on SP 271999	790	674
Lot 21109 on SP 271999	793	679
Lot 21110 on SP 271999	607	426
Lot 21111 on SP 271999	609	439
Lot 21112 on SP 271999	613	439
Lot 21201 on SP 271999	610	439
Lot 21202 on SP 271999	794	715
Lot 21203 on SP 271999	790	704
Lot 21204 on SP 271999	612	437
Lot 21205 on SP 271999	612	422
Lot 21206 on SP 271999	613	427
Lot 21207 on SP 271999	612	443

Lot 21208 on SP 271999	792	677
Lot 21209 on SP 271999	795	682
Lot 21210 on SP 271999	609	428
Lot 21211 on SP 271999	611	443
Lot 21212 on SP 271999	615	443
Lot 21301 on SP 271999	611	443
Lot 21302 on SP 271999	795	719
Lot 21303 on SP 271999	792	708
Lot 21304 on SP 271999	613	439
Lot 21305 on SP 271999	613	424
Lot 21306 on SP 271999	615	429
Lot 21307 on SP 271999	613	445
Lot 21308 on SP 271999	794	680
Lot 21309 on SP 271999	797	686
Lot 21310 on SP 271999	611	432
Lot 21311 on SP 271999	613	445
Lot 21312 on SP 271999	616	445
Lot 21401 on SP 271999	613	445
Lot 21402 on SP 271999	797	722
Lot 21403 on SP 271999	793	711
Lot 21404 on SP 271999	615	443
Lot 21405 on SP 271999	615	427
Lot 21406 on SP 271999	617	433
Lot 21407 on SP 271999	615	448
Lot 21408 on SP 271999	795	684
Lot 21409 on SP 271999	798	689
Lot 21410 on SP 271999	612	434

Lot 21411 on SP 271999	614	448
Lot 21412 on SP 271999	618	448
Lot 21501 on SP 271999	615	448
Lot 21502 on SP 271999	799	725
Lot 21503 on SP 271999	795	714
Lot 21504 on SP 271999	617	445
Lot 21505 on SP 271999	617	429
Lot 21506 on SP 271999	618	435
Lot 21507 on SP 271999	617	450
Lot 21508 on SP 271999	797	687
Lot 21509 on SP 271999	800	692
Lot 21510 on SP 271999	614	437
Lot 21511 on SP 271999	616	450
Lot 21512 on SP 271999	620	450
Lot 21601 on SP 271999	616	450
Lot 21602 on SP 271999	800	730
Lot 21603 on SP 271999	797	719
Lot 21604 on SP 271999	618	448
Lot 21605 on SP 271999	618	433
Lot 21606 on SP 271999	620	438
Lot 21607 on SP 271999	618	454
Lot 21608 on SP 271999	799	690
Lot 21609 on SP 271999	802	696
Lot 21610 on SP 271999	616	439
Lot 21611 on SP 271999	618	454
Lot 21612 on SP 271999	621	454
Lot 21701 on SP 271999	618	454

Lot 21702 on SP 271999	802	734
Lot 21703 on SP 271999	798	723
Lot 21704 on SP 271999	620	450
Lot 21705 on SP 271999	620	435
Lot 21706 on SP 271999	621	440
Lot 21707 on SP 271999	620	456
Lot 21708 on SP 271999	800	693
Lot 21709 on SP 271999	803	699
Lot 21710 on SP 271999	617	443
Lot 21711 on SP 271999	619	456
Lot 21712 on SP 271999	623	456
Lot 21801 on SP 271999	620	456
Lot 21802 on SP 271999	804	739
Lot 21803 on SP 271999	800	728
Lot 21804 on SP 271999	622	454
Lot 21805 on SP 271999	622	438
Lot 21806 on SP 271999	623	444
Lot 21807 on SP 271999	622	459
Lot 21808 on SP 271999	802	697
Lot 21809 on SP 271999	805	702
Lot 21810 on SP 271999	619	445
Lot 21811 on SP 271999	621	459
Lot 21812 on SP 271999	625	459
Lot 21901 on SP 271999	621	459
Lot 21902 on SP 271999	805	743
Lot 21903 on SP 271999	802	732
Lot 21904 on SP 271999	623	456

Lot 21905 on SP 271999	623	440
Lot 21906 on SP 271999	625	446
Lot 21907 on SP 271999	623	461
Lot 21908 on SP 271999	804	700
Lot 21909 on SP 271999	807	706
Lot 21910 on SP 271999	621	448
Lot 21911 on SP 271999	623	461
Lot 21912 on SP 271999	626	461
Lot 22001 on SP 271999	623	462
Lot 22002 on SP 271999	807	747
Lot 22003 on SP 271999	803	736
Lot 22004 on SP 271999	625	459
Lot 22005 on SP 271999	625	444
Lot 22006 on SP 271999	626	449
Lot 22007 on SP 271999	625	465
Lot 22008 on SP 271999	805	703
Lot 22009 on SP 271999	808	709
Lot 22010 on SP 271999	622	451
Lot 22011 on SP 271999	624	465
Lot 22012 on SP 271999	628	465
Lot 22101 on SP 271999	625	466
Lot 22102 on SP 271999	809	752
Lot 22103 on SP 271999	805	741
Lot 22104 on SP 271999	627	461
Lot 22105 on SP 271999	627	446
Lot 22106 on SP 271999	628	451
Lot 22107 on SP 271999	627	467

Lot 22108 on SP 271999	807	707
Lot 22109 on SP 271999	810	712
Lot 22110 on SP 271999	624	455
Lot 22111 on SP 271999	626	467
Lot 22112 on SP 271999	630	467
Lot 22201 on SP 271999	626	469
Lot 22202 on SP 271999	810	756
Lot 22203 on SP 271999	807	745
Lot 22204 on SP 271999	628	465
Lot 22205 on SP 271999	628	449
Lot 22206 on SP 271999	630	455
Lot 22207 on SP 271999	628	470
Lot 22208 on SP 271999	809	710
Lot 22209 on SP 271999	812	715
Lot 22210 on SP 271999	626	458
Lot 22211 on SP 271999	628	470
Lot 22212 on SP 271999	631	470
Lot 22301 on SP 271999	628	472
Lot 22302 on SP 271999	812	759
Lot 22303 on SP 271999	808	748
Lot 22304 on SP 271999	630	467
Lot 22305 on SP 271999	630	451
Lot 22306 on SP 271999	631	457
Lot 22307 on SP 271999	630	472
Lot 22308 on SP 271999	810	715
Lot 22309 on SP 271999	813	721
Lot 22310 on SP 271999	627	461

Lot 22311 on SP 271999	629	472
Lot 22312 on SP 271999	633	472
Lot 22401 on SP 271999	630	478
Lot 22402 on SP 271999	1029	1760
Lot 22403 on SP 271999	635	495
Lot 22404 on SP 271999	632	457
Lot 22405 on SP 271999	633	465
Lot 22406 on SP 271999	632	478
Lot 22407 on SP 271999	812	721
Lot 22408 on SP 271999	815	726
Lot 22409 on SP 271999	629	467
Lot 22410 on SP 271999	631	478
Lot 22411 on SP 271999	635	478
Lot 22501 on SP 271999	631	483
Lot 22502 on SP 271999	1030	1815
Lot 22503 on SP 271999	637	506
Lot 22504 on SP 271999	633	462
Lot 22505 on SP 271999	635	468
Lot 22506 on SP 271999	633	483
Lot 22507 on SP 271999	814	726
Lot 22508 on SP 271999	817	732
Lot 22509 on SP 271999	631	472
Lot 22510 on SP 271999	633	483
Lot 22511 on SP 271999	636	483
Totals	200149	157768

1. Contribution Schedule Lot Entitlements (CSLE)

The CSLE for the lots in the scheme have been decided in accordance with the relativity principle.

The relativity principle for deciding the CSLE for lots in the scheme is the principle that the lot entitlements must

clearly demonstrate the relationship between the lots by reference to one or more relevant factors. These relevant factors may only be any of the following:

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

In determining the CSLE for lots in the scheme using the relativity principle, regard was had to the following relevant factors:

(A) How the scheme was structured

The scheme is not part of a layered scheme. The structure of the scheme was not considered relevant in deciding the CSLE.

(B) The nature, features and characteristics of the lots included in the scheme

The lots in the Scheme have been created under a building format plan and the body corporate is responsible for the repair and maintenance of common property within the scheme. This includes the exterior of the building comprised in the scheme and foyers, lifts, external walls and windows, roof, utility infrastructure, utility services and recreational facilities. The relationship between the lots in the context of the factors set out below were considered relevant in deciding the CSLE because they place a differential burden on the costs of the body corporate for the maintenance, cleaning and repair of the common property:

- (i) **The level of the building on which the lot is situated:** Additional entitlements are added depending on the level of the building in which the lot is located. The higher the lot in the building, the higher the cost of maintaining, cleaning and repairing windows and external walls, and the higher the cost of maintaining and operating the lifts.
- (ii) **The area of the lot:** Additional entitlements are added depending on the area of the lot. The larger the area of the lot the greater demand on the support and shelter costs.
- (iii) **The number of potential occupants:** Larger lots can cater for a greater number of occupants and therefore have the potential to place a greater burden on common property and additional entitlements are added to reflect this.

The relative 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.

(C) The purposes for which the lots are used

Each of the lots in the scheme is used for residential purposes except for lot 2106 which may be used for management and letting purposes. However, this factor did not affect the CSLE.

(D) The Impact the lots may have on the costs of maintaining the common property

The factors listed in item (B) Nature, features and characteristics of the lots included in the scheme have been assessed as having an impact on the body corporate costs for the maintenance, cleaning and repair of the common property and additional entitlements are added to reflect this.

(E) The market values of the lots Included in the scheme

The market values of the lots were not considered relevant in deciding the CSLE.

2. Interest schedule lot entitlements (ISLE)

The ISLE are consistent with the market value principle. The market value principle for deciding the ISLE for the lots in the scheme is the principle that the lot entitlements must reflect the respective market values of the lots, except to the extent which it is just and equitable in the circumstances for them not to reflect the respective market values.

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

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

Not applicable.

SCHEDULE C	BY-LAWS
-------------------	----------------

1. Interpretation

1.1 In these by-laws, except where inconsistent with the context, the following terms have the following meanings:

- (a) **Act** means the *Body Corporate and Community Management Act 1997* and includes all related regulations and the Regulation Module;
- (b) **BMS** means any building management statement affecting the Scheme Land;
- (c) **BMS Area** means any area in an adjacent community title scheme or lot in respect of which the Body Corporate has rights of use or derives a benefit under the BMS;
- (d) **Body Corporate** means the body corporate identified in Item 3 of this CMS;
- (e) **Building** means, the building containing the Lots and includes, where the context permits or requires, any other buildings or improvements on or within the Scheme Land;
- (f) **Caretaker** means a person or corporation who has been engaged or authorised by the Body Corporate to supply management, caretaking or letting services (other than administrative services) for the benefit of the Common Property or the Lots;
- (g) **Common Property** means all land contained in the Scheme that is not included in a Lot;
- (h) **Council** means the Brisbane City Council;
- (i) **CMS** means the community management statement in which these by-laws are contained;
- (j) **Lot** means a lot in the Scheme;
- (k) **Original Owner** means 237 Barry Parade Pty Ltd ACN 165 835 709 or any successor or assign or any mortgagee of that party or any nominee from time to time of any of them;
- (l) **Recreation Facilities** means any recreation areas on the Common Property (not forming part of an exclusive use area allocated to the occupier of a Lot) or in a BMS Area;
- (m) **Regulated Parking Area** means an area of the Scheme Land designated by the Body Corporate as being available for use as visitor car parking bays, by bona fide invitees of occupiers of Lots, for the casual parking of vehicles on a 24-hour unrestricted basis;
- (n) **Regulation Module** means the regulation module identified in Item 2 of this CMS;
- (o) **Scheme** means the community titles scheme identified in Item 1 of this CMS;

- (p) **Scheme Land** means the scheme land identified in Item 4 of this CMS and includes, when the context permits or requires, all improvements on or within it;
- (q) **Utility Infrastructure** means cables, wires, pipes, sewers, drains, ducts, plant and equipment by which Lots or Common Property are supplied with Utility Services;
- (r) **Utility Services** means:
- (i) hot or cold water reticulation or supply;
 - (ii) gas reticulation or supply;
 - (iii) electricity supply;
 - (iv) air-conditioning;
 - (v) a telephone or communication service;
 - (vi) a computer, data or television service;
 - (vii) a sewer system;
 - (viii) a drainage or stormwater system or service;
 - (ix) an irrigation or water storage system;
 - (x) a system or service for the removal or disposal of garbage or waste;
 - (xi) a cleaning system or service (exterior or interior);
 - (xii) a building management system;
 - (xiii) emergency and fire control systems;
 - (xiv) an exhaust or ventilation system;
 - (xv) fire sprinkler systems and hydraulic systems;
 - (xvi) a grease or pollutant trap service; and
 - (xvii) any other system or service designed to improve the amenity or enhance the enjoyment of Lots.
- (s) **Vehicle** means a motor car, motorcycle, trailers, scooters, trucks, vans, golf buggies, segways or other equivalent means of transportation.

2. Noise

The occupier of a Lot must not create noise likely to interfere with the peaceful enjoyment of a person lawfully on another Lot or the Common Property and must comply with any development approval for the Scheme Land regulating noise levels.

3. Vehicles

- (a) An owner or occupier must not park a Vehicle, or allow a Vehicle to stand, on any part of the Common Property, except –
- (i) with the Committee's written approval;
 - (ii) where authorised by an exclusive use by-law; or
 - (iii) in a designated car wash bay, and only then whilst the Vehicle is being washed.

- (b) An approval given under by-law 3(a)(i) must state the period for which it is given and any conditions upon which the approval is given. If any conditions are not met, the approval may be withdrawn by the committee.
- (c) An owner, occupier or an invitee/visitor of either must not park a Vehicle, or allow a Vehicle to stand, on any part of the BMS Area.
- (d) It will always be a condition of any approval that the Vehicle is parked at the owner or occupier's risk.
- (e) An owner or occupier must not permit a visitor/invitee of the owner or occupier to park a Vehicle, or allow a Vehicle to stand, on any part of the Common Property, other than in the designated visitor parking spaces.
- (f) To better regulate the parking of Vehicles at the Scheme, upon request by the committee, or the Caretaker, an owner or occupier must provide to the committee or to the Caretaker the registration details of any Vehicle owned or under the control of:
 - (i) the owner or occupier;
 - (ii) a visitor/ invitee of the owner or occupier.
- (g) Any Vehicle on Scheme Land may not be used in a manner that creates a nuisance or a hazard.

NB – Vehicles parked in breach of this by-law 3, or in breach of any other applicable Law, can be towed from the Scheme Land, without the Body Corporate being first required to send a by-law contravention notice or to make a dispute resolution application.

4. Roads and Common Property

4.1 An occupier must not:

- (a) permit any invitees' vehicles to be parked on the roadway forming part of the Common Property or in any Regulated Parking Area at any time; or
- (b) permit any boat, trailer, caravan, campervan or mobile home on the Common Property or in any Regulated Parking Area.

5. Obstruction

Subject to the provisions of the BMS, the occupier of a Lot must not obstruct lawful use of the Common Property by someone else.

6. Lawns etc. on Common Property

6.1 The occupier of a Lot must not without the Body Corporate's written approval:

- (a) damage any lawn (including any artificial lawn), garden, tree, shrub, plant or flower on the Common Property; or
- (b) use a part of the Common Property as a garden.

6.2 An approval under this by-law must state the period for which it is given.

6.3 The Body Corporate may cancel any approval given under this by-law by giving 7 days' written notice to the occupier.

7. Damage to Common Property

7.1 The occupier of a Lot must not, without the written approval of the Body Corporate, mark, paint, drive nails or screws or other objects into, or otherwise damage or deface, any structure that forms part of the Common Property, any BMS Area or other body corporate asset.

7.2 This by-law does not prevent an occupier from installing 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.

- 7.3 The owner of a Lot must keep any such device installed under this by-law in good order and repair. The occupier of a Lot must not leave rubbish or other materials on the Common Property or any BMS Area in a way or place likely to interfere with the enjoyment of the Common Property or any BMS Area by someone else.

8. Leaving of rubbish etc. on Common Property

The occupier of a Lot must not leave rubbish or other materials on the Common Property or any BMS Area in a way or place likely to interfere with the enjoyment of the Common Property or any BMS Area by someone else.

9. Use of Recreation Facilities

9.1 The occupier of a Lot must:

- (a) ensure that invitees and guests do not use the Recreation Facilities unless the occupier accompanies them;
- (b) ensure that children below the age of thirteen (13) years are not in or around the Recreation Facilities unless accompanied by an adult occupier exercising effective control over them;
- (c) ensure that no use is made of the Recreation Facilities between the hours of 10.00pm and 6.00am, unless the committee of the Body Corporate decides otherwise;
- (d) ensure that any Recreation Facility is left in a clean and tidy condition after use; and
- (e) obey the directions of the Caretaker or any other authorised representative of the Body Corporate in relation to the behaviour of persons using the Recreation Facilities.

- 9.2 The occupier of a Lot must not, without the Body Corporate's written approval operate, adjust or interfere with the operation of any equipment associated with the Recreation Facilities except in compliance with any operating instructions that may apply to users of any Recreation Facility. Users of any Recreation Facility must use the equipment in a proper and safe manner.

- 9.3 If this by-law is inconsistent with the by-laws of a community titles scheme in respect of which any Recreation Facility in any BMS Area is located, the by-laws of the other community titles scheme will prevail.

10. Instructions to contractors

The occupier of a Lot must not directly instruct any contractors or workmen employed by the Body Corporate unless authorised to do so.

11. Garbage disposal including loading dock

11.1 The occupier of a Lot must:

- (a) unless the Body Corporate provides some other way of garbage disposal, keep within the Lot a receptacle for garbage in a clean and dry condition and adequately covered on the Lot, or on a part of the Common Property designated by the Body Corporate for the purpose, and make proper and regular use of any rubbish chute on the relevant level of the Building;
- (b) comply with all Council laws about the disposal of garbage;
- (c) ensure that the health, hygiene and comfort of the occupiers of other Lots is not adversely affected by the disposal of garbage;
- (d) use any recycle bins or receptacles that may be provided by the Body Corporate to dispose of garbage including separating, where necessary, any garbage so that full use is made of such bins or receptacles;
- (e) carry out the cleaning of any refuse bin only in the bin wash down area designated by the Body Corporate; and
- (f) otherwise comply with any directions or requirements of the Body Corporate in relation to garbage disposal.

- 11.2 The committee of the Body Corporate may make rules about the use or operation of any loading dock facility on the Common Property in relation to:
- (a) the manner in which it may be used or operated;
 - (b) the hours of use; and
 - (c) the establishment and operation of a booking system for the use of the loading dock (**Reservation System**), which Reservation System will be administered by the Caretaker.
- 11.3 In relation to any Reservation System, the rules applying to it may exclude others using the loading dock facility during the time period to which the reservation or booking applies.
- 11.4 The occupier of a Lot must comply with any rules under by-law 11.2.

12. Appearance of Lot

- 12.1 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 as determined by the committee of the Body Corporate.
- 12.2 The occupier of a Lot must not, without the Body Corporate's written approval:
- (a) hang washing, bedding, or another cloth article if the article is visible from another Lot or the Common Property, or from outside the Scheme Land;
 - (b) affix any clothes line or similar drying device to the balcony of the Lot or any part of the Common Property;
 - (c) hang or store any plant, machinery or equipment (including white goods) on the balcony of the Lot; or
 - (d) display a sign, advertisement, placard, banner, pamphlet or similar article if the article is visible from another Lot or the Common Property, or from outside the Scheme Land.

13. Storage of Flammable Materials

- 13.1 The occupier of a Lot must not, without the Body Corporate's written approval, store a flammable substance on the Common Property or any BMS Area.
- 13.2 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.
- 13.3 However, this by-law 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 substance.

14. Keeping of Animals

- 14.1 The occupier of a Lot must not, without the committee of the Body Corporate's written approval:
- (a) bring or keep an animal on the Lot, or the Common Property; or
 - (b) permit an invitee to bring or keep an animal on the Lot or the Common Property.
- 14.2 If any occupier is given an approval under this by-law, the occupier must ensure that the animal does not interfere with the peaceful enjoyment of a person lawfully on another Lot or the Common Property.
- 14.3 Any approval given under this by-law must not be unreasonably withheld and any approval may be granted subject to reasonable conditions.

- 14.4 The committee may order an animal to be removed from the Scheme Land if approval has not been sought and obtained or if any conditions attaching to any approval are not complied with.

15. Auction sales

The occupier of a Lot must not, without the Body Corporate's written approval, permit any auction sale to be conducted or to take place on the Lot or on the Common Property. This by-law does not apply to the Original Owner.

16. Right of entry

- 16.1 The occupier of a Lot, upon receiving reasonable notice from the Body Corporate, must allow the Body Corporate or the Caretaker or any contractors, workmen or other persons authorised by them, the right of access to the Lot for the purpose of carrying out works or effecting repairs to any Utility Infrastructure, the Lot, another Lot or the Common Property or for the purpose of reading of any meter used for recording the consumption of any Utility Service.
- 16.2 If in the reasonable opinion of the Body Corporate or the Caretaker there is a matter of sufficient emergency no such notice will be necessary. Such works or repairs shall be at the expense of the owner of the Lot in the case where the need for such works or repairs is due to any act or default of the occupier or their invitees.
- 16.3 The Body Corporate or the Caretaker in exercising the power under this by-law must ensure that its employees, agents and contractors cause as little inconvenience to the occupier of the Lot as is reasonable in the circumstances.

17. Use of Lots

- 17.1 Subject to any by-law to the contrary, the occupier of a Lot must not use their Lot or permit the same to be used otherwise than for residential accommodation or for any purpose that may cause a nuisance or hazard or for any illegal or immoral purpose or for any other purpose that may endanger the safety or good reputation of persons residing within the Scheme Land.
- 17.2 The owner of a Lot is liable for any increase in the premium for reinstatement insurance effected by the Body Corporate, which increase is attributable to the way in which a Lot (or any exclusive use area) is used by any occupier.

18. Infectious diseases

- 18.1 In the event of any infectious diseases which may require notification under any law happening in any Lot, the occupier of the Lot must give written notice to the Body Corporate and provide such information which the Body Corporate may require.
- 18.2 The occupier must pay to the Body Corporate the expenses incurred by the Body Corporate of disinfecting the Lot and any part of the Common Property required to be disinfected and to replace any articles or things the destruction of which may be rendered necessary by such disease.

19. Alterations to the Lot

- 19.1 The occupier of a Lot must not, without the written approval of the Body Corporate:
- (a) effect a structural alteration to the interior of the Lot (regardless of whether the alteration involves load bearing or non-load bearing structures); or
 - (b) carry out work to or alter the exterior of the Lot or to the Common Property (including painting).
- 19.2 Before deciding whether to give approval referred to in this by-law, the Body Corporate may require information from the occupier including copies of plans and specifications of the proposed work, alteration, improvement or structure. Any work, alteration, improvement or structure carried out or erected in breach of this by-law may be removed by the Body Corporate.

20. Balconies and terraces

- 20.1 Despite any other by-law to the contrary, all balconies and terraces shown on the Council approved drawings and documents for the Building must remain unenclosed with no shutters, glazing, louvers or similar permanent fixtures other than those consistent with the relevant Brisbane Planning Scheme Codes/Policies and clearly depicted on the approved drawings.
- 20.2 Despite any other by-law to the contrary, an occupier of a Lot must not erect any structure or change any existing structure on the outside of the Lot or the Building except in accordance with any development approval applying to the Scheme Land.

21. Window coverings

- 21.1 An occupier of a Lot must not, without the Body Corporate's written approval, hang, install, remove or replace any window covering (including, without limitation, a curtain, curtain backing, blind, shutter or tinting).
- 21.2 Any window tinting must be consistent for the entire Building and the committee of the Body Corporate has the power to set a standard for tinting.

22. Acoustics

- 22.1 An occupier of a Lot must not, without the written approval of the Body Corporate, and subject to any conditions the Body Corporate may impose, 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 (Hard Flooring).
- 22.2 The Body Corporate may impose conditions on its approval (if granted) to install the Hard Flooring.
- 22.3 The Body Corporate will have regard to the following matters in deciding to grant their consent to the installation of the Hard Flooring:
- (a) Hard flooring must be installed to be compliant with FV5.1 of the NCC 2013 Building Code of Australia. The floor must achieve the following with regards to impact:

Impact: $L_n T_{w} + C_I$ not more than 62;
 - (b) once the Hard Flooring is installed, the impact level must be determined by a field test conducted by an accredited acoustic consultant approved by the Body Corporate (**Floor Impact Level Report**). The occupier will be responsible (at their cost) for obtaining the Floor Impact Level Report and providing a copy of the report to the Body Corporate within 7 days of receiving the same;
 - (c) where the FIIC report states that the FIIC of the Hard Flooring is less than the relevant level outlined in by-law 22.3(a) the occupier (at its cost and within a reasonable time) must cause the Hard Flooring to either be removed or have the Hard Flooring repaired such that the Hard Flooring complies with the relevant specifications outlined in by-law 22.3(a); and
 - (d) where the Floor Impact Level Report states that the floor impact level of the Hard Flooring is more than or equal to the level outlined in by-law 22.3(a) the Body Corporate must notify the Body Corporate's insurer and the occupier or Lot owner will be responsible for any increase in the insurance premium as a result of the installation of the Hard Flooring.
- 22.4 The occupier of a Lot must adhere to any conditions imposed by the Body Corporate regarding the Hard Flooring prior to and following the installation of the Hard Flooring in accordance with this by law.
- 22.5 If the occupier of a Lot fails to comply with the terms of this by-law 22, the occupier must (at their expense) remove all the Hard Flooring and reinstate the Lot to its former prior to the commencement of the installation of the Hard Flooring.

23. Maintenance of Lots

- 23.1 Except where it is the responsibility of the Body Corporate under the Act, the Regulation Module or these by-laws, the owner of the Lot is responsible for the maintenance of their Lot and must ensure that the Lot is kept and maintained so as not to be offensive in appearance to the occupiers of other Lots through the accumulation of excess rubbish or otherwise.

- 23.2 Where a Lot contains a planter box, the owner of the Lot is responsible for ensuring that any planter box is properly maintained and that it and any vegetation in it complies with the requirements of the Body Corporate. The owner of the Lot accepts that planter boxes and vegetation must be consistent in appearance throughout the Scheme.

24. Replacement of glass

Windows must be kept clean and promptly replaced by and at the cost of the occupier of the Lot with fresh glass of the same kind and weight as at present if broken or cracked. This by-law shall not prohibit an owner of a Lot from making a claim on any applicable Body Corporate insurance.

25. Taps

The occupier of a Lot must not waste water and shall see that all water taps in the Lot are promptly turned off after use. Should the Lot be unoccupied for a period of more than a month, then the stopcock or such other similar device on the hot water system must be turned off.

26. Utility Infrastructure

The Utility Infrastructure must not be used for any purpose other than that for which they were constructed and no sweepings, rubbish or other unsuitable substance may be deposited in any Utility Infrastructure. Any damage or blockage resulting to any Utility Infrastructure from misuse or negligence of the occupier of a Lot or its invitees is the responsibility of the owner of the Lot.

27. Behaviour of invitees

- 27.1 The occupier of a Lot must take reasonable steps to ensure that the occupier's invitees do not behave in a manner likely to interfere with the peaceful enjoyment of another Lot or someone else's enjoyment of the Common Property or any BMS Area.
- 27.2 The occupier of a Lot must compensate the Body Corporate in respect of any damage to the Common Property or damage to any BMS Area or other Body Corporate assets caused by the occupier or its invitees.
- 27.3 The owner of a Lot which is the subject of a tenancy or licence must take reasonable steps, including any action available under any such tenancy or licence, to ensure that any tenant or licensee of the Lot or their invitees comply with these by-laws.
- 27.4 The obligations imposed by these by-laws on an occupier of a Lot must be observed not only by the occupier but also by the tenant, licensee or invitee of the occupier.
- 27.5 Where the Body Corporate expends money to make good damage caused by a breach of the Act, the Regulation Module or of these by-laws or of any BMS by any occupier of a Lot or the guests, servants, employees, agents, children, invitees or licensees of the occupier of a Lot or any of them, the Body Corporate is 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 a time when the breach occurred.

28. Notice of Defect

The occupier of a Lot must give the Body Corporate or the Caretaker prompt notice of any accident to or defect in the Utility Infrastructure on the Common Property which comes to his knowledge and the Body Corporate has authority by its agents or servants in the circumstances having regard to the urgency involved to examine or make such repairs or carry out any work it may consider necessary for the safety and preservation of the Scheme Land as often as may be necessary.

29. Owner not to litter

The occupier must not throw or allow to fall or permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butt or other substance or article out of the windows or doors or down or from any staircases, skylights, balconies, the roof or in passageways. Any damage or costs for cleaning or repair caused by such breach will be the responsibility of the occupier concerned.

30. Display Lot

While the Original Owner remains an owner or lessee of any Lot, it and its employees and agents are entitled to use any Lot or Lots of which it remains an owner as a display unit and shall be entitled to allow prospective purchasers to inspect any such Lot and for such purposes is entitled to use such signs, advertising or display material in or about any Lot and Common Property as it thinks fit, such signs to be attractive and tasteful having regard to the general appearance of the Scheme Land but such signs shall not at any time be more in terms of number and size than is reasonably necessary.

31. Caretaking

31.1 Any Lot in the Scheme owned or occupied by the Caretaker may be used for:

- (a) residential accommodation purposes;
- (b) management and caretaking of the Common Property, Lots or any BMS Area;
- (c) the letting or sale of Lots;
- (d) the provision of other services for the benefit of the Common Property, Lots or any BMS Area; or
- (e) the provision of management, caretaking, letting, real estate and other services to adjacent or nearby schemes or buildings and to the owners of apartments in those schemes or buildings.

31.2 Insofar as it is lawful to do so, the Body Corporate must:

- (a) not unreasonably or unlawfully interfere with any services provided by the Caretaker;
- (b) not grant or authorise any other person or corporation to conduct any services provided by the Caretaker (or any business of a similar nature) on or from the Common Property and nor shall the Body Corporate conduct any such business itself whether directly or indirectly;
- (c) not make any part of the Common Property available to any person or corporation for the purpose of conducting any such business or providing such services;
- (d) use all reasonable endeavours to effect a termination of a competing business or service, in the event that a person other than the Caretaker attempts to use any part of the Common Property for the purpose of conducting a business or service in competition with the business of or services provided by the Caretaker;
- (e) permit or authorise the Caretaker to display signs or notices on the Common Property in connection with the business or services provided by the Caretaker; and
- (f) permit or authorise persons from adjacent or nearby schemes or buildings to enter the Common Property to deal with the Caretaker in relation to the provision of any of the services referred to in by-law 31.131.1(e).

32. Exclusive use – single car parking

32.1 The occupiers of Lots set out in Schedule E under the heading "By-law 32" are entitled to the exclusive use and enjoyment of the areas identified in Schedule E opposite their Lot for use as a car park.

32.2 The occupiers of Lots allocated an exclusive use area in respect of which Schedule E designates the area with the letters "NS" following a number, acknowledge that the exclusive use area within which a Vehicle is to be parked is smaller than other exclusive use areas allocated under this by-law, the effect of which is that any Vehicle to be parked in the exclusive use area must be of a size that can be parked in a car space with the following dimensions:

- (a) width limit- 2.3 metres; and
- (b) length limit- 5.0 metres.

32.3 An occupier of a Lot must keep their exclusive use area in a clean and tidy condition including removing any oil or chemical stains. If the occupier fails to do so, the Body Corporate may arrange for cleaning at the cost of the occupier which cost may be recovered from the occupier.

- 32.4 Subject to by-law 32.4, the Body Corporate is responsible for ensuring that any exclusive use area is maintained and repaired.
- 32.5 An occupier of a Lot must not install any storage cupboard or device in the exclusive use area (Car Park Works), without the Body Corporate's written approval.
- 32.6 With respect to any approval under by-law 32.5, the occupier must comply with any conditions that the Body Corporate may impose in relation to the Car Park Works or in relation to the use or operation of the Car Park Works.
- 32.7 The owner of the Lot is responsible for the maintenance and repair of any Car Park Works.
- 32.8 The Body Corporate, the Caretaker and each of their respective employees, agents and contractors may, with or without notice to an occupier, enter upon the exclusive use area for the purpose of inspecting it or for carrying out works or effecting repairs and maintenance to the Utility Infrastructure or the Scheme Land.
- 32.9 Two (2) or more Lot owners may, under a re-allocation agreement, re-allocate their allocated car parks but details of the re-allocation must be given to the Body Corporate. A re-allocation agreement may involve a single car park without a pallet system, a car park involving a pallet system or a car park involving a stacker system.
- 32.10 The Original Owner is authorised to allocate exclusive use areas in accordance with the Act.
- 32.11 An occupier acknowledges that where an exclusive use area is situated near the boundary of the north eastern part of the Scheme Land, their usage rights may be temporarily interrupted to allow for construction activities to facilitate the development of neighbouring land. In that event, the occupier agrees that the Body Corporate or the Original Owner may allocate or arrange for an alternative area to be used by the occupier during such times.
- 33. Exclusive use – single car parking (access via pallet system)**
- 33.1 The occupiers of Lots set out in Schedule E under the heading "By-law 33" are entitled to the exclusive use and enjoyment of the areas identified in Schedule E opposite their Lot for use as a car park.
- 33.2 An occupier acknowledges that it must use or pass over an area containing a pallet system to park their Vehicle, as a pallet parking system operates in front of their car park (each a Car Pallet Area). The Lots associated with that Car Pallet Area comprise an Adjacent Car Park Group.
- 33.3 The occupier agrees to comply with the following:
- (a) any Vehicle must be driven in front end first into their car park;
 - (b) only a Vehicle complying with the following weight and length limits may be parked in the allocated car park:
 - (i) weight limit - 2 tonnes; and
 - (ii) length limit - 5.0 metres;
 - (c) the car pallet cannot accommodate any Vehicle in excess of the above weight and length limits;
 - (d) an occupier cannot use or pass over the Car Pallet Area to park a Vehicle if:
 - (i) the car pallets are full (e.g. because another occupier is in breach of this by-law by parking more vehicles than it is entitled to do so);
 - (ii) the Vehicle to be parked exceeds the permitted dimensions referred to in this by-law; or
 - (iii) the Vehicle is not driven in front forward;
 - (e) a Vehicle must not be left parked in any area of the Car Pallet Area;
 - (f) an occupier must comply with all directions of the manufacturer of the car pallet and the Body Corporate, as to the proper, efficient and safe use of the car pallet and an occupier must have reasonable regard for the convenience of other users;

- (g) an occupier must remove their Vehicle if required to enable the maintenance and repair of the car pallet upon prior reasonable notice being given by the body corporate to the occupier and the occupier accepts that the car pallet may not be able to be used during any period of maintenance and repair;
- (h) if the use of the Car Pallet Area can only occur through the use of a security key or keypad, the occupier will be entitled to one security key or other device which operates the car pallet in the Car Pallet Area; and
- (i) each occupier indemnifies the Body Corporate and each other occupier of the relevant Car Pallet Area for any loss or damage suffered by the Body Corporate or such other occupier as a result of any wilful or negligent use of the car pallet or the Car Pallet Area or due to any non-compliance with this by-law by the occupier (or by any person using the car pallet or the Car Pallet Area with the permission of the occupier or using the car pallet or Car Pallet Area utilising the security key or other device of the occupier).

- 33.4 For the purposes of this by-law the length, width or weight of a Vehicle is to be measured as including anything attached to the Vehicle that might increase its total length, width or weight such as tow bars, or bull bars or the like.
- 33.5 The Body Corporate is responsible for ensuring that any exclusive use area is maintained and repaired.
- 33.6 The owners of Lots associated with an Adjacent Car Park Group must contribute to the costs incurred by the Body Corporate under by-law 34.4 in administering, maintaining and repairing the relevant Car Pallet Area. That contribution will be based on the relevant Lot owner's number of car parks in the Adjacent Car Park Group in proportion to the sum of the total of the Car Park Entitlements applicable to a Car Pallet Area and the number of car parks comprised in the Adjacent Car Park Group. To avoid any doubt, the costs incurred by the Body Corporate will include costs to separately invoice owners of Lots and to recover unpaid costs. A failure to pay any contribution may result in the deactivation of an occupier's key or code to use the Car Pallet Area.
- 33.7 An occupier must not store any items of property in the Car Pallet Area or use it in any way to create a nuisance or obstruction or cause any damage to the car pallet or any Vehicle in the Car Pallet Area.
- 33.8 Subject to the Act, the Body Corporate has the power to remove, have towed away, and to retain until the costs of removal, towing and storage are paid, any Vehicle which has been placed in the Car Pallet Area other than in accordance with this by-law, or by or on behalf of an occupier, or where the Body Corporate reasonably determines that the Vehicle has been abandoned. The costs incurred by the Body Corporate in relation to any action taken under this by-law may be invoiced to and recovered from the relevant Lot owner (even if the Vehicle does not belong to the Lot owner).
- 33.9 An occupier of a Lot must not litter the exclusive use area or the Car Pallet Area and ensure that it is left in a clean and tidy condition after use including removing any oil or chemical stains. If the occupier fails to do so, the Body Corporate may arrange for cleaning at the cost of the occupier which cost may be recovered from the occupier.
- 33.10 Subject to by-law 33.9, the Body Corporate is responsible for ensuring that any exclusive use area is maintained and repaired.
- 33.11 An occupier of a Lot must not install any storage cupboard or device in the exclusive use area (**Car Park Works**), without the Body Corporate's written approval.
- 33.12 With respect to any approval under by-law 33.11, the occupier must comply with any conditions that the Body Corporate may impose in relation to the Car Park Works or in relation to the use or operation of the Car Park Works.
- 33.13 The owner of the Lot is responsible for the maintenance and repair of any Car Park Works.
- 33.14 The Body Corporate, the Caretaker and each of their respective employees, agents and contractors may, with or without notice to an occupier, enter upon the exclusive use area for the purpose of inspecting it or for carrying out works or effecting repairs and maintenance to the Utility Infrastructure or the Scheme Land.
- 33.15 Two (2) or more Lot owners may, under a re-allocation agreement, re-allocate their allocated car parks but details of the re-allocation must be given to the Body Corporate. A re-allocation agreement may involve a single car park without a pallet system, a car park involving a pallet system or a car park involving a stacker system.
- 33.16 The Original Owner is authorised to allocate exclusive use areas in accordance with the Act.

33.17 An occupier acknowledges that where an exclusive use area is situated near the boundary of the north eastern part of the Scheme Land, their usage rights may be temporarily interrupted to allow for construction activities to facilitate the development of neighbouring land. In that event, the occupier agrees that the Body Corporate or Original Owner may allocate or arrange for an alternative area to be used by the occupier during such times.

34. Exclusive Use – pallet car parking

34.1 The occupiers of Lots set out in Schedule E under the heading "By-law 34" are entitled to the exclusive use and enjoyment (in common with other relevant occupiers) of a certain area of the Common Property identified in Schedule E (**Car Pallet Area**) opposite their Lot for use as a car park. Schedule E identifies the number of vehicles each occupier is entitled to park in the Car Pallet Area (**Car Park Entitlements**).

34.2 The occupier agrees to comply with or accept the following:

- (a) an occupier must only park their Vehicle on the pallet assigned to it by the Body Corporate (which may be communicated to the occupier by the Caretaker);
- (b) any Vehicle must be driven in front end first onto a car pallet and the driver must then exit the Car Pallet Area;
- (c) following the driver exiting the Car Pallet Area, the driver must use the security key or the keypad to enable (if required) the car pallet to park the Vehicle;
- (d) only a Vehicle complying with the following width, weight and length limits may use the car pallet:
 - (i) width limit - 2.28 metres;
 - (ii) weight limit - 2 tonnes; and
 - (iii) length limit - 5.0 metres,
- (e) the car pallet cannot accommodate any Vehicle in excess of the above width, weight and length limits;
- (f) an occupier may only use the Car Pallet Area for the storage of the number of vehicles allocated to the Lot in Schedule E (which use will be in common with other occupiers allocated to the same Car Pallet Area);
- (g) an occupier cannot use the Car Pallet Area to park a Vehicle if:
 - (i) the car pallets are full (e.g. because another occupier is in breach of this by-law by parking more vehicles than it is entitled to do so);
 - (ii) the Vehicle to be parked exceeds the permitted dimensions referred to in this by-law; or
 - (iii) the Vehicle is not driven in front forward,
- (h) a Vehicle must not be left parked in any part of the Car Pallet Area that does not comprise a car pallet;
- (i) an occupier must comply with all directions of the manufacturer of the car pallet and the Body Corporate, as to the proper, efficient and safe use of the car pallet and an occupier must have reasonable regard for the convenience of other users including using any pallet that may be allocated to the occupier;
- (j) an occupier must remove their Vehicle if required to enable the maintenance and repair of the car pallet upon prior reasonable notice being given by the body corporate to the occupier and the occupier accepts that the car pallet may not be able to be used during any period of maintenance and repair;
- (k) if the use of the Car Pallet Area can only occur through the use of a security key or keypad, the occupier will be entitled to one security key or other device which operates the car pallet in the Car Pallet Area;
- (l) an occupier must permit any other occupier entitled to the use of an exclusive use area under by-law 33 to pass over the relevant Car Pallet Area for the purpose of entering or exiting that exclusive use area;
- (m) an occupier must not store any items of property in the Car Pallet Area or use it in any way to create a nuisance or obstruction or cause any damage to the car pallet or any Vehicle in the Car Pallet Area;

- (n) an occupier of a Lot must not litter the Car Pallet Area and ensure that it is left in a clean and tidy condition after use including removing any oil or chemical stains and, if the occupier fails to do so, the Body Corporate may arrange for cleaning at the cost of the occupier which cost may be recovered from the occupier; and
- (o) each occupier indemnifies the Body Corporate and each other occupier of the relevant Car Pallet Area for any loss or damage suffered by the Body Corporate or such other occupier as a result of any wilful or negligent use of the car pallet or the Car Pallet Area or due to any non-compliance with this by-law by the occupier (or by any person using the car pallet or the Car Pallet Area with the permission of the occupier or using the car pallet or Car Pallet Area utilising the security key or other device of the occupier).

- 34.3 For the purposes of this by-law the width, length or weight of a Vehicle is to be measured as including anything attached to the Vehicle that might increase its total width, length or weight such as tow bars, or bull bars or the like.
- 34.4 Subject to by-law 34.2(n), the Body Corporate must properly maintain and keep in a state of good and serviceable repair the car pallet system and the Car Pallet Area including any services or equipment which are required for the operation of the car pallet system. The Body Corporate must also if and when reasonably required renew or replace the car pallet system and any services or equipment which serve the car pallet system including, without limitation, any part that may require renewal or replacement.
- 34.5 The owners of Lots associated with a Car Pallet Area and the owners of Lots associated with an Adjacent Car Park Group must share the costs incurred by the Body Corporate under by-law 34.4.
- 34.6 The Body Corporate is required to recover such costs from the owners of Lots associated with a Car Pallet Area based on the relevant Lot owner's Car Park Entitlements in proportion to the sum of the total of the Car Park Entitlements applicable to a Car Pallet Area and the number of car parks comprised the Adjacent Car Park Group as defined in by-law 33.2. To avoid any doubt, the costs incurred by the Body Corporate will include costs to separately invoice owners of Lots and to recover unpaid costs. A failure to pay any contribution may result in the deactivation of an occupier's key or code to use the Car Pallet Area.
- 34.7 Subject to the Act, the Body Corporate has the power to remove, have towed away, and to retain until the costs of removal, towing and storage are paid, any Vehicle which has been placed in the Car Pallet Area other than in accordance with this by-law, by or on behalf of an occupier, or where the Body Corporate reasonably determines that the Vehicle has been abandoned. The costs incurred by the Body Corporate in relation to any action taken under this by-law may be invoiced to and recovered from the relevant Lot owner (even if the Vehicle does not belong to the Lot owner).
- 34.8 Two (2) or more Lot owners may, under a re-allocation agreement, re-allocate their allocated car parks but details of the re-allocation must be given to the Body Corporate. A re-allocation agreement may involve a single car park without a pallet system, a car park involving a pallet system or a car park involving a stacker system.
- 34.9 The Body Corporate, the Caretaker and each of their respective employees, agents and contractors may, with or without notice to an occupier, enter upon the exclusive use area for the purpose of inspecting it or for carrying out works or effecting repairs and maintenance to the Utility Infrastructure or the Scheme Land.
- 34.10 The Original Owner is authorised to allocate the use of the Car Pallet Area in accordance with the Act.
- 34.11 An occupier acknowledges that where an exclusive use area is situated near the boundary of the north eastern part of the Scheme Land, their usage rights may be temporarily interrupted to allow for construction activities to facilitate the development of neighbouring land. In that event, the occupier agrees that the Body Corporate or Original Owner may allocate or arrange for an alternative area to be used by the occupier during such times.

35. Exclusive Use – stacker car parking

- 35.1 The occupiers of Lots set out in Schedule E under the heading "By-law 35" are entitled to the exclusive use and enjoyment (in common with other relevant occupiers) of a certain area of the Common Property identified in Schedule E (**Car Stacker Area**) opposite their Lot for use as a car park. Schedule E identifies the number of vehicles each occupier is entitled to park in the Car Stacker Area.
- 35.2 An occupier acknowledges that in respect of a Car Stacker Area:
- (a) access to the Car Stacker Area may be via another Car Stacker Area;

- (b) the occupier must not impede or prevent such access by other users;
- (c) the operation of the car stacker in the Car Stacker Area may be integrated with another car stacker; and
- (d) the model, type or version of car stacker will be as is appropriate for the operation of the parking arrangements (e.g. the car stacker may include provision for driving through to reach rear parking within the car stacker).

35.3 An occupier agrees to comply with or accept the following:

- (a) an occupier must only park their Vehicle on the platform in the Car Stacker Area assigned to it by the Body Corporate (which may be communicated to the occupier by the Caretaker);
- (b) any Vehicle must be driven in front end first into the entry bay of any relevant Car Stacker Area and the driver must then exit the Car Stacker Area;
- (c) following the driver exiting the Car Stacker Area, the driver must use the security key or the key pad to enable the car stacker to park the Vehicle;
- (d) the car stacker will on each occasion determine where any Vehicle will be located;
- (e) to retrieve a vehicle from the car stacker, an occupier must operate the security key or keypad in the car stacker to retrieve their vehicle which will be returned to the exit bay, and a driver may only enter the Vehicle when it is located in the exit bay;
- (f) only a Vehicle complying with the following width, height, weight and length limits may be parked in the car stacker:
 - (i) width limit -1.90 metres;
 - (ii) height limit - 1.65 metres;
 - (iii) weight limit - 2 tonnes; and
 - (iv) length limit - 5.2 metres (subject to by-law 35.3(g)),
- (g) in relation to an exclusive use area in respect of which Schedule E designates the area with the letters "SS" following a number, only a Vehicle equal to or less than 4.8 metres in length may be parked in the car stacker;
- (h) an occupier may only use the Car Stacker Area for the storage and retrieval of the number of Vehicles allocated to the Lot in Schedule E (which use will be in common with other occupiers allocated to the same Car Stacker Area);
- (i) an occupier cannot use the Car Stacker Area to park a Vehicle if:
 - (i) the car stacker is full (e.g. because another occupier is in breach of this by-law by parking more vehicles than it is entitled to do so);
 - (ii) the Vehicle to be parked exceeds the permitted dimensions referred to in this by-law;
 - (iii) the Vehicle is not driven in front forward;
 - (iv) the Vehicle has its aerial up;
 - (v) the vehicle's doors are open or boot or bonnet are up; or
 - (vi) if any other item on a Vehicle is likely to interfere with the car stacker (e.g. an item on a roof rack or a cargo holder).
- (j) an occupier must ensure that no person or animal is in the Vehicle whilst it is in the Car Stacker Area, except for the driver driving the Vehicle into the entry bay and the driver entering into their Vehicle to drive it out of the exit bay after the Vehicle has been retrieved from the parking bay;

- (k) any Vehicle must not be left parked (except immediately before parking or after retrieval) in the entry or exit bays to the car stacker into or from which drivers drive their Vehicle;
 - (l) an occupier must comply with all directions of the manufacturer of the car stacker and the Body Corporate, as to the proper, efficient and safe use of the car stacker and an occupier must have reasonable regard for the convenience of other users including using any platform that may be allocated to the occupier;
 - (m) an occupier must remove their Vehicle if required to enable the maintenance and repair of the car stacker upon prior reasonable notice being given by the body corporate to the occupier and the occupier accepts that the car stacker may not be able to be used during any period of maintenance and repair;
 - (n) if the car stacker can only be operated by a security key or keypad, each occupier will be entitled to one security key or other device which operates the car stacker;
 - (o) an occupier must not store any items of property in any Car Stacker Area or use it in any way to create a nuisance or obstruction or cause any damage to the car stacker or any Vehicle in any Car Stacker Area;
 - (p) an occupier of a Lot must not litter any Car Stacker Area and ensure that it is left in a clean and tidy condition after use including removing any oil or chemical stains and, if the occupier fails to do so, the Body Corporate may arrange for cleaning at the cost of the occupier which cost may be recovered from the occupier; and
 - (q) each occupier indemnifies the Body Corporate and each other occupier of any Car Stacker Area for any loss or damage suffered by the Body Corporate or such other occupier as a result of any wilful or negligent use of any car stacker or Car Stacker Area or due to any non-compliance with this by-law by the occupier (or by any person using the car stacker or the Car Stacker Area with the permission of the occupier or using the car stacker or Car Stacker Area utilising the security key or other device of the occupier).
- 35.4 For the purposes of this by-law the length, width, height or weight of a Vehicle is to be measured as including anything attached to the Vehicle that might increase its total length, width, height or weight such as roof racks, items on roof racks, open doors, open windows, open boots or open bonnets, an aerial, tow bars, or bull bars or the like.
- 35.5 The Body Corporate must properly maintain and keep in a state of good and serviceable repair the car stacker and the Car Stacker Area including any services or equipment which are required for the operation of the car stacker. The Body Corporate must also if and when reasonably required renew or replace the car stacker and any services or equipment which serve the car stacker including, without limitation, any part that may require renewal or replacement.
- 35.6 Subject to by-law 35.7 the costs incurred by the Body Corporate under by-law 35.5 must be recovered from and paid by the owners of the Lots entitled to the use of the Car Stacker Area based on the number of vehicles the owner of the Lot is entitled to park in the Car Stacker Area in proportion to the total number of vehicles that may be parked in the Car Stacker Area. To avoid any doubt, the costs incurred by the Body Corporate will include costs to separately invoice owners of Lots and to recover unpaid costs. A failure to pay any contribution may result in the deactivation of an occupier's key or code to use the Car Stacker Area.
- 35.7 This by-law applies where adjacent Car Stacker Areas use an integrated car stacker system. In such case, in respect of each integrated Car Stacker Areas, the costs incurred by the Body Corporate under by-law 35.5 must be recovered from and paid by the owners of the Lots entitled to the use of the relevant integrated Car Stacker Areas based on the number of vehicles the owner of the Lot is entitled to park in the integrated Car Stacker Areas in proportion to the total number of vehicles that may be parked in the integrated Car Stacker Areas. To avoid any doubt, the costs incurred by the Body Corporate will include costs to separately invoice owners of Lots and to recover unpaid costs. A failure to pay any contribution may result in the deactivation of an occupier's key or code to use the integrated Car Stacker Area.
- 35.8 Subject to the Act, the Body Corporate has the power to remove, have towed away, and to retain until the costs of removal, towing and storage are paid, any Vehicle which has been placed in any Car Stacker Area other than in accordance with this by-law, by or on behalf of an occupier, or where the Body Corporate reasonably determines that the Vehicle has been abandoned. The costs incurred by the Body Corporate in relation to any action taken under this by-law may be invoiced to and recovered from the relevant Lot owner (even if the Vehicle does not belong to the Lot owner).

- 35.9 Two (2) or more Lot owners may, under a re-allocation agreement, re-allocate their allocated car parks but details of the re-allocation must be given to the Body Corporate. A re-allocation agreement may involve a single car park without a pallet system, a car park involving a pallet system or a car park involving a stacker system.
- 35.10 The Body Corporate, the Caretaker and each of their respective employees, agents and contractors may, with or without notice to an occupier, enter upon the exclusive use area for the purpose of inspecting it or for carrying out works or effecting repairs and maintenance to the Utility Infrastructure or the Scheme Land.
- 35.11 The Original Owner is authorised to allocate the use of the Car Stacker Area in accordance with the Act.
- 35.12 An occupier acknowledges that where an exclusive use area is situated near the boundary of the north eastern part of the Scheme Land, their usage rights may be temporarily interrupted to allow for construction activities to facilitate the development of neighbouring land. In that event, the occupier agrees that the Body Corporate or Original Owner may allocate or arrange for an alternative area to be used by the occupier during such times.
- 36. Exclusive Use - Storage**
- 36.1 The occupiers of Lots set out in Schedule E under the heading "By-law 36" are entitled to the exclusive use and enjoyment of the areas identified in Schedule E opposite their Lot for use as a storage area.
- 36.2 Two (2) or more Lot owners may, under a re-allocation agreement, re-allocate their exclusive use area between themselves but details of the re-allocation must be given to the Body Corporate.
- 36.3 An occupier of a Lot must keep their exclusive use area in a clean and tidy condition.
- 36.4 An occupier of a Lot is responsible for ensuring that any exclusive use area is maintained and repaired.
- 36.5 The Body Corporate, the Caretaker and each of their respective employees, agents and contractors may, with or without notice to an occupier, enter upon the exclusive use area for the purpose of inspecting it or for carrying out works or effecting repairs and maintenance to the Utility Infrastructure or the Scheme Land.
- 36.6 The Original Owner is authorised to allocate exclusive use areas in accordance with the Act.
- 36.7 An occupier acknowledges that where an exclusive use area is situated near the boundary of the north eastern part of the Scheme Land, their usage rights may be temporarily interrupted to allow for construction activities to facilitate the development of neighbouring land. In that event, the occupier agrees that the Body Corporate or Original Owner may allocate or arrange for an alternative area to be used by the occupier during such times.
- 37. BMS**
- 37.1 An occupier of a Lot must observe and comply with the terms of the BMS.
- 37.2 The Body Corporate must appoint one of its committee members to act as the representative of the Body Corporate on any management group established under the BMS. The committee of the Body Corporate may from time to time change the representative by a committee resolution.
- 37.3 The Body Corporate or an occupier of a Lot must ensure that it does nothing to impede or restrict the rights given to persons under the BMS.
- 38. Body Corporate empowered to enter into agreements**
- 38.1 Without limiting any power conferred or imposed by or under the Act or elsewhere under these by-laws, the Body Corporate may enter into, with such person as the Body Corporate may decide one or more of the following agreements:
- (a) an agreement for the caretaking, management or maintenance of the Common Property and the letting of lots on behalf of owners, occupiers and others;
 - (b) an agreement for the appointment of a body corporate manager for the performance of, among other things, certain duties and obligations of the Body Corporate (so far as it is lawful to do so);
 - (c) an agreement for the purpose of better seeing to the proper functioning, operation and management of the Scheme Land or any arrangements under the BMS;

- (d) an agreement for the purpose of ensuring the proper performance of the powers, duties and functions of the Body Corporate (including an agreement with a service contractor); or
- (e) an agreement for the supply of services (including Utility Services) to the Scheme Land including without limitation, an agreement for the provision and installation of television or communication services, portals or facilities.

39. Bulk Supply of Utility Services

39.1 The Body Corporate may supply or engage another person to supply or administer a Utility Service to the Scheme Land and in such case the following will apply:

- (a) the Body Corporate has the power to enter into a contract or agreement for the purchase of a Utility Service on the most economical basis for the Scheme Land from the relevant authority or service provider;
- (b) the Body Corporate has the power to sell a Utility Service to any occupier in the Scheme Land provided however that in respect of an electricity supply, the Body Corporate's charge must not exceed the lowest available tariff to the relevant occupier for the supply of the electricity direct from the relevant electricity authority;
- (c) the Body Corporate is not required to supply to any occupier a Utility Service beyond the requirements which the relevant authority or service provider could supply at any particular time;
- (d) the Body Corporate may charge for the Utility Service (including for the installation of Utility Infrastructure and the costs associated with the purchase, operation, maintenance and replacement of Utility Infrastructure for the Utility Service) but only to the extent permitted under the Act;
- (e) the Body Corporate may render accounts to any owner or occupier and such accounts are payable to the Body Corporate within fourteen (14) days of the delivery of such an account and, in respect of an account, an owner or occupier is liable, jointly and severally with any person who is liable to pay that account when that owner or occupier became the owner or occupier of the Lot;
- (f) in the event that an account for the supply of a Utility Service is not paid by its due date for payment, then the Body Corporate is entitled to disconnect the supply of the Utility Service to the Lot or recover the amount of the unpaid account (whether or not a formal demand has been made) as a liquidated debt due to it in any court of competent jurisdiction;
- (g) the Body Corporate is not responsible or liable for any failure of the supply of a Utility Service due to breakdowns, repairs, maintenance, strikes, accidents or causes of any class or description; and
- (h) the Body Corporate may, from time to time, determine a security deposit to be paid by an owner or occupier who is connected to the supply of a Utility Service as a guarantee against non-payment of accounts for the supply of the Utility Service.

39.2 The occupier of a Lot acknowledges that it may have to enter into an agreement with the Body Corporate for the supply of a Utility Service to enable the Body Corporate to supply the Utility Service to the occupier. The occupier of a Lot agrees to enter into such an agreement with the Body Corporate.

40. Security

40.1 All security equipment (if any) installed on Common Property and used in connection with the provision of security for the Scheme Land must with the exception of that equipment installed upon any Lot by an owner, be and remain the property of the Body Corporate. All security equipment (with the exception of that equipment installed upon any Lot by an owner, which shall be maintained at the cost of the owner) the property of the Body Corporate must be repaired and maintained at the cost of the Body Corporate.

40.2 In no circumstances will the Body Corporate be responsible to an owner or occupier (and the owner or occupier will 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 occupier must allow the Body Corporate or the Caretaker and their respective employees, agents or contractors to enter upon the Lot (upon reasonable notice except in the case of an emergency, in which case no such notice shall be required) and attend

to the repair (which term shall include replacement where required) or maintenance of the security equipment. The costs of the repair or maintenance of the security equipment within a Lot must be at the cost of the owner of a Lot.

41. Recovery of Costs

The owner of a Lot must pay on demand the whole of the Body Corporate costs (including solicitor and own client costs), which amount is deemed to be a liquidated debt due, in recovering all and any levies or moneys duly levied upon such owner by the Body Corporate pursuant to the Act. 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 or their invitees, the Body Corporate is 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.

42. Refuse collection

42.1 The Body Corporate is authorised to enter into an agreement with the Council to provide an on-site refuse collection service to the Scheme Land.

42.2 Any agreement referred to in by-law 42.1 must contain terms satisfactory to the Council.

43. Development Approval Conditions

43.1 The Body Corporate and owners and occupiers of Lots acknowledge and agree that they must comply with any applicable conditions under any development approval applying to the Scheme Land.

[Note: This by-law may be amended to include conditions in any development approval.]

44. Clarification of exclusive use areas

44.1 For clarity, where a by-law provides for the exclusive use of the Common Property for a particular purpose, an owner or occupier must not use that exclusive use area for any other purpose. For example, where a Lot is granted the exclusive use of Common Property for the purpose of car parking, the occupier of the Lot must not store a boat or personal items in that exclusive use area.

45. Regulating Smoking

(a) An occupier of a Lot must not Smoke or inhale a Smoking Product –

- (i) anywhere on the Common Property, other than in an enclosed exclusive use area attaching to the Lot;
- (ii) in the Outdoor Area of a Lot, or in the Outdoor Area of part of the Common Property attaching to a Lot by way of an exclusive use grant.

(b) For the purposes of by-law 45(a):

“Smoke” means:

- (i) for a smoking produce other than a hookah – smoke, hold or otherwise have control over the smoking product when it is ignited; or
- (ii) for a hookah – inhale through the hookah; or
- (iii) for a vaping device – inhale through the device.

“Smoking Product” includes but is not limited to a tobacco product, herbal cigarette, loose smoking blend, a thing that is intended to be smoked in a hookah, personal vaporiser, personal vaporiser related product or smoking related product.

“Outdoor Area” includes, but is not limited to, a:

- (i) balcony;
- (ii) courtyard;

- (iii) patio;
- (iv) veranda

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED
Statutory Easements and Services Location Diagram

Under Sections 66(1)(d)(ii) and (iii) of the *Body Corporate and Community Management Act 1997*, each of the following lots and common property is subject to and has the benefit of the following easements:

Lot Description	Statutory Easement	Services Location Diagram
Common Property on SP 271999	Water, electricity, gas, communications, drainage, sewerage, benefit of support, burden of support shelter, projections	Plan marked "SLD"
All Lots on SP 271999	Water, electricity, gas, communications, drainage, sewerage, benefit of support, burden of support shelter, projections	Plan marked "SLD"

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

Lot on Plan Descriptions	Exclusive Use Area	Use
Lot 2102 on SP 271999	Area 137NS on sketch marked "H"	Single car park [NS]
Lot 2104 on SP 271999	Area 132NS on sketch marked "H"	Single car park [NS]
Lot 2106 on SP 271999	Area 62N on sketch marked "D"	Single car park [N]
Lot 2108 on SP 271999	Area 131NS on sketch marked "H"	Single car park [NS]
Lot 2110 on SP 271999	Area 28NS on sketch marked "B"	Single car park [NS]
Lot 2208 on SP 271999	Area 23NS on sketch marked "B"	Single car park [NS]
Lot 2209 on SP 271999	Area 22NS on sketch marked "B"	Single car park [NS]
Lot 2302 on SP 271999	Area 7NS on sketch marked "A"	Single car park [NS]
Lot 2308 on SP 271999	Area 108NS on sketch marked "G"	Single car park [NS]
Lot 2309 on SP 271999	Area 109NS on sketch marked "G"	Single car park [NS]
Lot 2408 on SP 271999	Area 114NS on sketch marked "G"	Single car park [NS]
Lot 2409 on SP 271999	Area 86NS on sketch marked "F"	Single car park [NS]
Lot 2508 on SP 271999	Area 85NS on sketch marked "F"	Single car park [NS]
Lot 2509 on SP 271999	Area 91NS on sketch marked "F"	Single car park [NS]
Lot 2608 on SP 271999	Area 76NS on sketch marked "E"	Single car park [NS]

Lot 2802 on SP 271999	Area 138N on sketch marked "H"	Single car park [N]
Lot 2803 on SP 271999	Area 136N on sketch marked "H"	Single car park [N]
Lot 2808 on SP 271999	Area 135N on sketch marked "H"	Single car park [N]
Lot 2809 on SP 271999	Area 134N on sketch marked "H"	Single car park [N]
Lot 2902 on SP 271999	Area 127N on sketch marked "H"	Single car park [N]
Lot 2903 on SP 271999	Area 126N on sketch marked "H"	Single car park [N]
Lot 2908 on SP 271999	Area 124N on sketch marked "G"	Single car park [N]
Lot 2909 on SP 271999	Area 123N on sketch marked "G"	Single car park [N]
Lot 21002 on SP 271999	Area 122N on sketch marked "G"	Single car park [N]
Lot 21003 on SP 271999	Area 121N on sketch marked "G"	Single car park [N]
Lot 21008 on SP 271999	Area 120N on sketch marked "G"	Single car park [N]
Lot 21009 on SP 271999	Area 119N on sketch marked "G"	Single car park [N]
Lot 21102 on SP 271999	Area 118N on sketch marked "G"	Single car park [N]
Lot 21103 on SP 271999	Area 117N on sketch marked "G"	Single car park [N]
Lot 21108 on SP 271999	Area 116N on sketch marked "G"	Single car park [N]
Lot 21109 on SP 271999	Area 115N on sketch marked "G"	Single car park [N]
Lot 21202 on SP 271999	Area 113N on sketch marked "G"	Single car park [N]
Lot 21203 on SP 271999	Lots 112N on sketch marked "G"	Single car park [N]
Lot 21208 on SP 271999	Area 111N on sketch marked "G"	Single car park [N]
Lot 21209 on SP 271999	Area 104N on sketch marked "G"	Single car park [N]
Lot 21302 on SP 271999	Area 103N on sketch marked "G"	Single car park [N]
Lot 21303 on SP 271999	Area 101N on sketch marked "F"	Single car park [N]
Lot 21308 on SP 271999	Area 100N on sketch marked "F"	Single car park [N]
Lot 21309 on SP 271999	Area 98N on sketch marked "F"	Single car park [N]
Lot 21402 on SP 271999	Area 99N on sketch marked "F"	Single car park [N]
Lot 21403 on SP 271999	Area 97N on sketch marked "F"	Single car park [N]
Lot 21408 on SP 271999	Area 96N on sketch marked "F"	Single car park [N]
Lot 21409 on SP 271999	Area 95N on sketch marked "F"	Single car park [N]
Lot 21502 on SP 271999	Area 94N on sketch marked "F"	Single car park [N]
Lot 21503 on SP 271999	Area 93N on sketch marked "F"	Single car park [N]

Lot 21508 on SP 271999	Area 92N on sketch marked "F"	Single car park [N]
Lot 21509 on SP 271999	Area 90N on sketch marked "F"	Single car park [N]
Lot 21602 on SP 271999	Area 89N on sketch marked "F"	Single car park [N]
Lot 21603 on SP 271999	Area 88N on sketch marked "F"	Single car park [N]
Lot 21608 on SP 271999	Area 61N on sketch marked "C"	Single car park [N]
Lot 21609 on SP 271999	Area 102N on sketch marked "G"	Single car park [N]
Lot 21702 on SP 271999	Area 48N on sketch marked "C"	Single car park [N]
Lot 21703 on SP 271999	Area 79N on sketch marked "F"	Single car park [N]
Lot 21708 on SP 271999	Area 78N on sketch marked "E"	Single car park [N]
Lot 21709 on SP 271999	Area 1N on sketch marked "A"	Single car park [N]
Lot 21802 on SP 271999	Area 17N on sketch marked "B"	Single car park [N]
Lot 21803 on SP 271999	Area 18N on sketch marked "B"	Single car park [N]
Lot 21808 on SP 271999	Area 27N on sketch marked "B"	Single car park [N]
Lot 21809 on SP 271999	Area 16N on sketch marked "B"	Single car park [N]
Lot 21902 on SP 271999	Area 26N on sketch marked "B"	Single car park [N]
Lot 21903 on SP 271999	Area 25N on sketch marked "B"	Single car park [N]
Lot 21908 on SP 271999	Area 30N on sketch marked "B"	Single car park [N]
Lot 21909 on SP 271999	Area 29N on sketch marked "B"	Single car park [N]
Lot 22002 on SP 271999	Area 32N on sketch marked "B"	Single car park [N]
Lot 22003 on SP 271999	Area 31N on sketch marked "B"	Single car park [N]
Lot 22008 on SP 271999	Area 38N on sketch marked "B"	Single car park [N]
Lot 22009 on SP 271999	Area 37N on sketch marked "B"	Single car park [N]
Lot 22102 on SP 271999	Area 36N on sketch marked "B"	Single car park [N]
Lot 22103 on SP 271999	Area 139N on sketch marked "H"	Single car park [N]
Lot 22108 on SP 271999	Area 35N on sketch marked "B"	Single car park [N]
Lot 22109 on SP 271999	Area 34N on sketch marked "B"	Single car park [N]
Lot 22111 on SP 271999	Area 51NS on sketch marked "C"	Single car park [NS]
Lot 22202 on SP 271999	Area 33N on sketch marked "B"	Single car park [N]
Lot 22203 on SP 271999	Area 69N on sketch marked "D"	Single car park [N]
Lot 22208 on SP 271999	Area 68N on sketch marked "D"	Single car park [N]

Lot 22209 on SP 271999	Area 67N on sketch marked "D"	Single car park [N]
Lot 22211 on SP 271999	Area 45NS on sketch marked "C"	Single car park [NS]
Lot 22302 on SP 271999	Area 71N on sketch marked "D"	Single car park [N]
Lot 22303 on SP 271999	Area 70N on sketch marked "D"	Single car park [N]
Lot 22307 on SP 271999	Area 46NS on sketch marked "C"	Single car park [NS]
Lot 22308 on SP 271999	Area 50N on sketch marked "C"	Single car park [N]
Lot 22309 on SP 271999	Area 125N on sketch marked "H"	Single car park [N]
Lot 22311 on SP 271999	Area 49N on sketch marked "C"	Single car park [N]
Lot 22402 on SP 271999	Area 52N& 53N on sketch marked "C"	Single car park [N]
Lot 22403 on SP 271999	Area 41N on sketch marked "C"	Single car park [N]
Lot 22407 on SP 271999	Area 40N on sketch marked "C"	Single car park [N]
Lot 22408 on SP 271999	Area 39N on sketch marked "C"	Single car park [N]
Lot 22502 on SP 271999	Area 54N & 55N on sketch marked "C"	Single car park [N]
Lot 22506 on SP 271999	Area 59N on sketch marked "C"	Single car park [N]
Lot 22507 on SP 271999	Area 58N on sketch marked "C"	Single car park [N]
Lot 22508 on SP 271999	Area 57N on sketch marked "C"	Single car park [N]
Lot 22510 on SP 271999	Area 56N on sketch marked "C"	Single car park [N]

By-Law 33		
Lot 2202 on SP 271999	Area 84NP on sketch marked "F"	Single car park (access via pallet system) [NP]
Lot 2203 on SP 271999	Area 129NP on sketch marked "H"	Single car park (access via pallet system) [NP]
Lot 2303 on SP 271999	Area 105NP on sketch marked "G"	Single car park (access via pallet system) [NP]
Lot 2402 on SP 271999	Area 21NP on sketch marked "B"	Single car park (access via pallet system) [NP]
Lot 2403 on SP 271999	Area 130NP on sketch marked "H"	Single car park (access via pallet system) [NP]
Lot 2502 on SP 271999	Area 107NP on sketch marked "G"	Single car park (access via pallet system) [NP]
Lot 2503 on SP 271999	Area 106NP on sketch marked "G"	Single car park (access via pallet system) [NP]
Lot 2602 on SP 271999	Area 83NP on sketch marked "F"	Single car park (access via pallet system) [NP]
Lot 2603 on SP 271999	Area 82NP on sketch marked "F"	Single car park (access via pallet system) [NP]
Lot 2609 on SP 271999	Area 20NP on sketch marked "B"	Single car park (access via pallet system) [NP]
Lot 2702 on SP 271999	Area 19NP on sketch marked "B"	Single car park (access via pallet system) [NP]

Lot 2703 on SP 271999	Area 65NP on sketch marked "D"	Single car park (access via pallet system) [NP]
Lot 2708 on SP 271999	Area 64NP on sketch marked "D"	Single car park (access via pallet system) [NP]
Lot 2709 on SP 271999	Area 128NP on sketch marked "H"	Single car park (access via pallet system) [NP]
Lot 22007 on SP 271999	Area 63NP on sketch marked "D"	Single car park (access via pallet system) [NP]
Lot 22011 on SP 271999	Area 44NP on sketch marked "C"	Single car park (access via pallet system) [NP]
Lot 22107 on SP 271999	Area 43NP on sketch marked "C"	Single car park (access via pallet system) [NP]
Lot 22207 on SP 271999	Area 42NP on sketch marked "C"	Single car park (access via pallet system) [NP]

By-Law 34

Lot 21907 on SP 271999	Area 133P on sketch marked "H"	Pallet car park [P]
Lot 21911 on SP 271999	Area 133P on sketch marked "H"	Pallet car park [P]
Lot 22001 on SP 271999	Area 110P on sketch marked "G"	Pallet car park [P]
Lot 22004 on SP 271999	Area 110P on sketch marked "G"	Pallet car park [P]
Lot 22101 on SP 271999	Area 87P on sketch marked "F"	Pallet car park [P]
Lot 22104 on SP 271999	Area 87P on sketch marked "F"	Pallet car park [P]
Lot 22201 on SP 271999	Area 24P on sketch marked "B"	Pallet car park [P]
Lot 22204 on SP 271999	Area 24P on sketch marked "B"	Pallet car park [P]
Lot 22301 on SP 271999	Area 66P on sketch marked "D"	Pallet car park [P]
Lot 22304 on SP 271999	Area 66P on sketch marked "D"	Pallet car park [P]
Lot 22401 on SP 271999	Area 47P on sketch marked "C"	Pallet car park [P]
Lot 22501 on SP 271999	Area 47P on sketch marked "C"	Pallet car park [P]

By-Law 35

Lot 2103 on SP 271999	Area 14S on sketch marked "A"	Stacker car park [S]
Lot 2201 on SP 271999	Area 140S on sketch marked "H"	Stacker car park [S]
Lot 2204 on SP 271999	Area 140S on sketch marked "H"	Stacker car park [S]
Lot 2205 on SP 271999	Area 6SS on sketch marked "A"	Stacker car park [SS]
Lot 2207 on SP 271999	Area 141S on sketch marked "H"	Stacker car park [S]
Lot 2211 on SP 271999	Area 141S on sketch marked "H"	Stacker car park [S]
Lot 2301 on SP 271999	Area 141S on sketch marked "H"	Stacker car park [S]

Lot 2304 on SP 271999	Area 141S on sketch marked "H"	Stacker car park [S]
Lot 2307 on SP 271999	Area 141S on sketch marked "H"	Stacker car park [S]
Lot 2311 on SP 271999	Area 15S on sketch marked "A"	Stacker car park [S]
Lot 2401 on SP 271999	Area 15S on sketch marked "A"	Stacker car park [S]
Lot 2404 on SP 271999	Area 15S on sketch marked "A"	Stacker car park [S]
Lot 2407 on SP 271999	Area 15S on sketch marked "A"	Stacker car park [S]
Lot 2411 on SP 271999	Area 15S on sketch marked "A"	Stacker car park [S]
Lot 2501 on SP 271999	Area 14S on sketch marked "A"	Stacker car park [S]
Lot 2504 on SP 271999	Area 14S on sketch marked "A"	Stacker car park [S]
Lot 2507 on SP 271999	Area 14S on sketch marked "A"	Stacker car park [S]
Lot 2511 on SP 271999	Area 14S on sketch marked "A"	Stacker car park [S]
Lot 2601 on SP 271999	Area 142S on sketch marked "H"	Stacker car park [S]
Lot 2604 on SP 271999	Area 13S on sketch marked "A"	Stacker car park [S]
Lot 2611 on SP 271999	Area 13S on sketch marked "A"	Stacker car park [S]
Lot 2612 on SP 271999	Area 75SS on sketch marked "E"	Stacker car park [SS]
Lot 2701 on SP 271999	Area 13S on sketch marked "A"	Stacker car park [S]
Lot 2704 on SP 271999	Area 13S on sketch marked "A"	Stacker car park [S]
Lot 2707 on SP 271999	Area 12S on sketch marked "A"	Stacker car park [S]
Lot 2711 on SP 271999	Area 12S on sketch marked "A"	Stacker car park [S]
Lot 2801 on SP 271999	Area 12S on sketch marked "A"	Stacker car park [S]
Lot 2804 on SP 271999	Area 11S on sketch marked "A"	Stacker car park [S]
Lot 2807 on SP 271999	Area 11S on sketch marked "A"	Stacker car park [S]
Lot 2811 on SP 271999	Area 11S on sketch marked "A"	Stacker car park [S]
Lot 2812 on SP 271999	Area 74SS on sketch marked "E"	Stacker car park [SS]
Lot 2901 on SP 271999	Area 11S on sketch marked "A"	Stacker car park [S]
Lot 2904 on SP 271999	Area 11S on sketch marked "A"	Stacker car park [S]
Lot 2906 on SP 271999	Area 140S on sketch marked "H"	Stacker car park [S]
Lot 2907 on SP 271999	Area 10S on sketch marked "A"	Stacker car park [S]
Lot 2911 on SP 271999	Area 10S on sketch marked "A"	Stacker car park [S]
Lot 2912 on SP 271999	Area 75SS on sketch marked "E"	Stacker car park [SS]

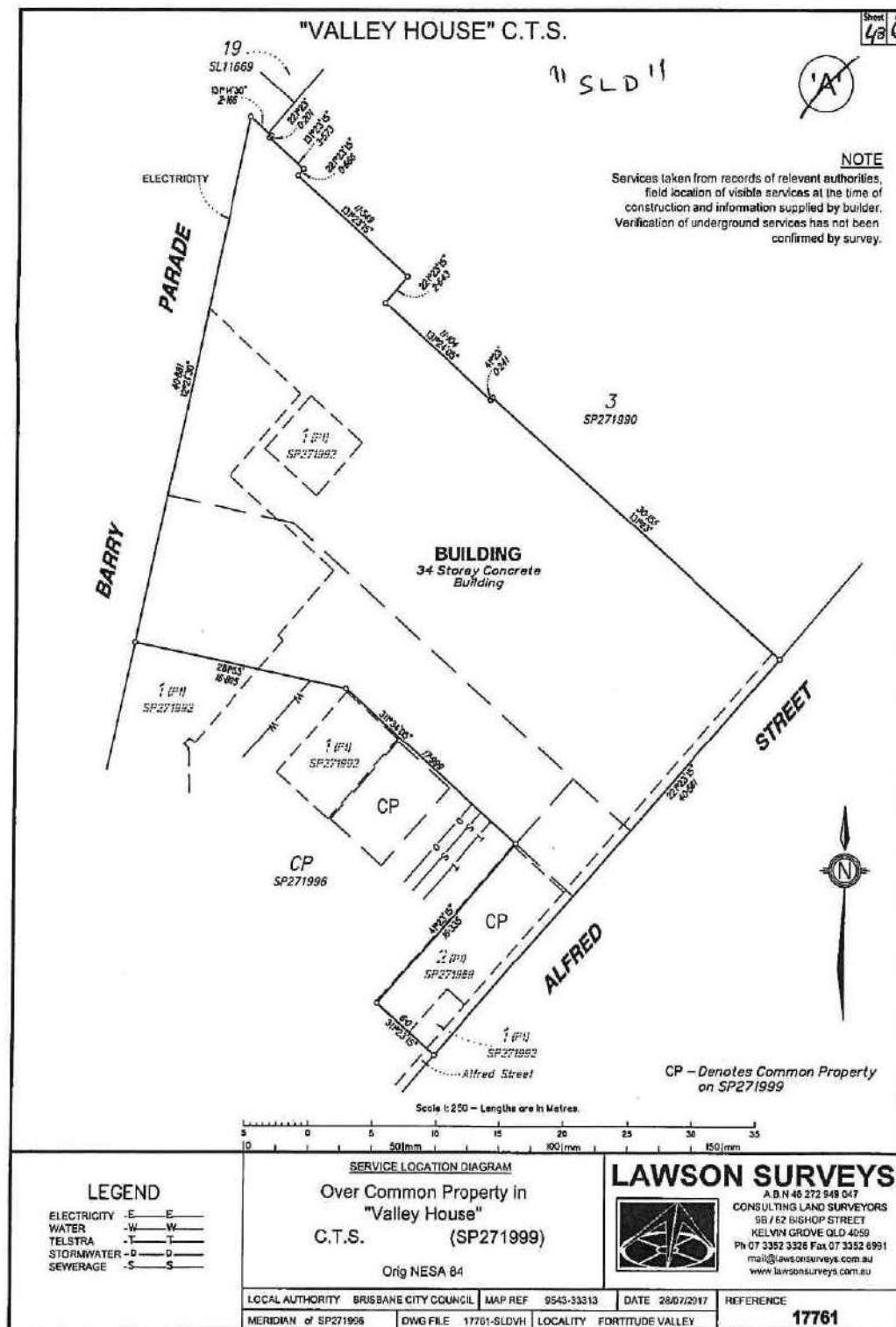
Lot 21001 on SP 271999	Area 10S on sketch marked "A"	Stacker car park [S]
Lot 21004 on SP 271999	Area 10S on sketch marked "A"	Stacker car park [S]
Lot 21007 on SP 271999	Area 10S on sketch marked "A"	Stacker car park [S]
Lot 21008 on SP 271999	Area 6SS on sketch marked "A"	Stacker car park [SS]
Lot 21011 on SP 271999	Area 9S on sketch marked "A"	Stacker car park [S]
Lot 21101 on SP 271999	Area 9S on sketch marked "A"	Stacker car park [S]
Lot 21104 on SP 271999	Area 9S on sketch marked "A"	Stacker car park [S]
Lot 21107 on SP 271999	Area 8S on sketch marked "A"	Stacker car park [S]
Lot 21111 on SP 271999	Area 8S on sketch marked "A"	Stacker car park [S]
Lot 21201 on SP 271999	Area 8S on sketch marked "A"	Stacker car park [S]
Lot 21204 on SP 271999	Area 5S on sketch marked "A"	Stacker car park [S]
Lot 21206 on SP 271999	Area 74SS on sketch marked "E"	Stacker car park [SS]
Lot 21207 on SP 271999	Area 5S on sketch marked "A"	Stacker car park [S]
Lot 21211 on SP 271999	Area 5S on sketch marked "A"	Stacker car park [S]
Lot 21301 on SP 271999	Area 5S on sketch marked "A"	Stacker car park [S]
Lot 21304 on SP 271999	Area 5S on sketch marked "A"	Stacker car park [S]
Lot 21307 on SP 271999	Area 4S on sketch marked "A"	Stacker car park [S]
Lot 21310 on SP 271999	Area 142S on sketch marked "H"	Stacker car park [S]
Lot 21311 on SP 271999	Area 4S on sketch marked "A"	Stacker car park [S]
Lot 21312 on SP 271999	Area 75SS on sketch marked "E"	Stacker car park [SS]
Lot 21401 on SP 271999	Area 4S on sketch marked "A"	Stacker car park [S]
Lot 21404 on SP 271999	Area 3S on sketch marked "A"	Stacker car park [S]
Lot 21407 on SP 271999	Area 3S on sketch marked "A"	Stacker car park [S]
Lot 21411 on SP 271999	Area 3S on sketch marked "A"	Stacker car park [S]
Lot 21412 on SP 271999	Area 74SS on sketch marked "E"	Stacker car park [SS]
Lot 21501 on SP 271999	Area 3S on sketch marked "A"	Stacker car park [S]
Lot 21504 on SP 271999	Area 3S on sketch marked "A"	Stacker car park [S]
Lot 21507 on SP 271999	Area 2S on sketch marked "A"	Stacker car park [S]
Lot 21511 on SP 271999	Area 2S on sketch marked "A"	Stacker car park [S]
Lot 21601 on SP 271999	Area 2S on sketch marked "A"	Stacker car park [S]

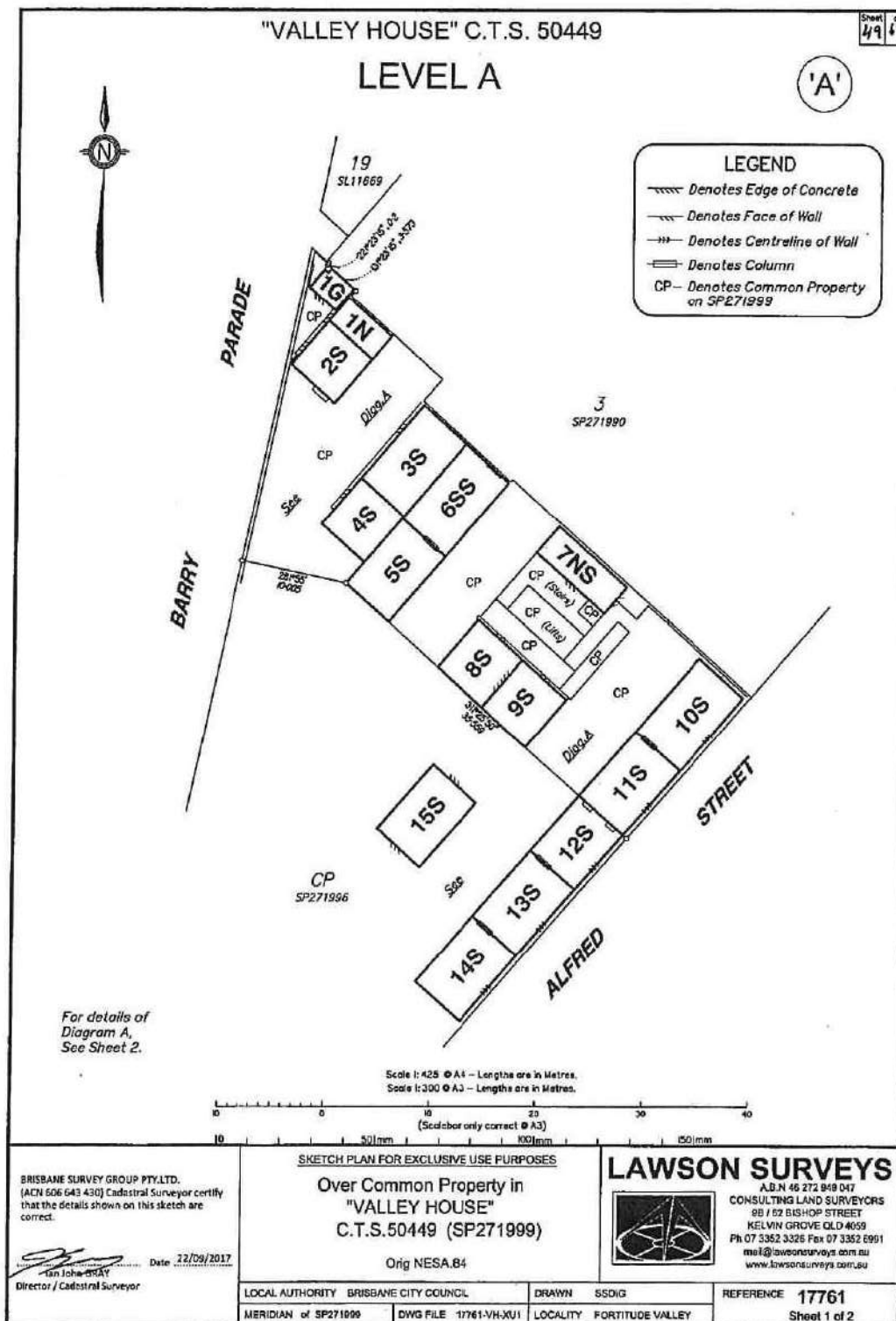
Lot 21604 on SP 271999	Area 77S on sketch marked "E"	Stacker car park [S]
Lot 21607 on SP 271999	Area 77S on sketch marked "E"	Stacker car park [S]
Lot 21611 on SP 271999	Area 77S on sketch marked "E"	Stacker car park [S]
Lot 21701 on SP 271999	Area 73S on sketch marked "E"	Stacker car park [S]
Lot 21704 on SP 271999	Area 73S on sketch marked "E"	Stacker car park [S]
Lot 21707 on SP 271999	Area 73S on sketch marked "E"	Stacker car park [S]
Lot 21711 on SP 271999	Area 73S on sketch marked "E"	Stacker car park [S]
Lot 21712 on SP 271999	Area 6SS on sketch marked "A"	Stacker car park [SS]
Lot 21801 on SP 271999	Area 73S on sketch marked "E"	Stacker car park [S]
Lot 21804 on SP 271999	Area 72S on sketch marked "E"	Stacker car park [S]
Lot 21807 on SP 271999	Area 72S on sketch marked "E"	Stacker car park [S]
Lot 21811 on SP 271999	Area 72S on sketch marked "E"	Stacker car park [S]
Lot 21812 on SP 271999	Area 13S on sketch marked "A"	Stacker car park [S]
Lot 21901 on SP 271999	Area 72S on sketch marked "E"	Stacker car park [S]
Lot 21904 on SP 271999	Area 72S on sketch marked "E"	Stacker car park [S]
Lot 22105 on SP 271999	Area 75SS on sketch marked "E"	Stacker car park [SS]
Lot 22112 on SP 271999	Area 6SS on sketch marked "A"	Stacker car park [SS]
Lot 22210 on SP 271999	Area 75SS on sketch marked "E"	Stacker car park [SS]
Lot 22312 on SP 271999	Area 74SS on sketch marked "E"	Stacker car park [SS]
Lot 22406 on SP 271999	Area 142S on sketch marked "H"	Stacker car park [S]
Lot 22410 on SP 271999	Area 142S on sketch marked "H"	Stacker car park [S]
Lot 22411 on SP 271999	Area 74SS on sketch marked "E"	Stacker car park [SS]
Lot 22503 on SP 271999	Area 142S on sketch marked "H"	Stacker car park [S]
Lot 22509 on SP 271999	Area 6SS on sketch marked "A"	Stacker car park [SS]

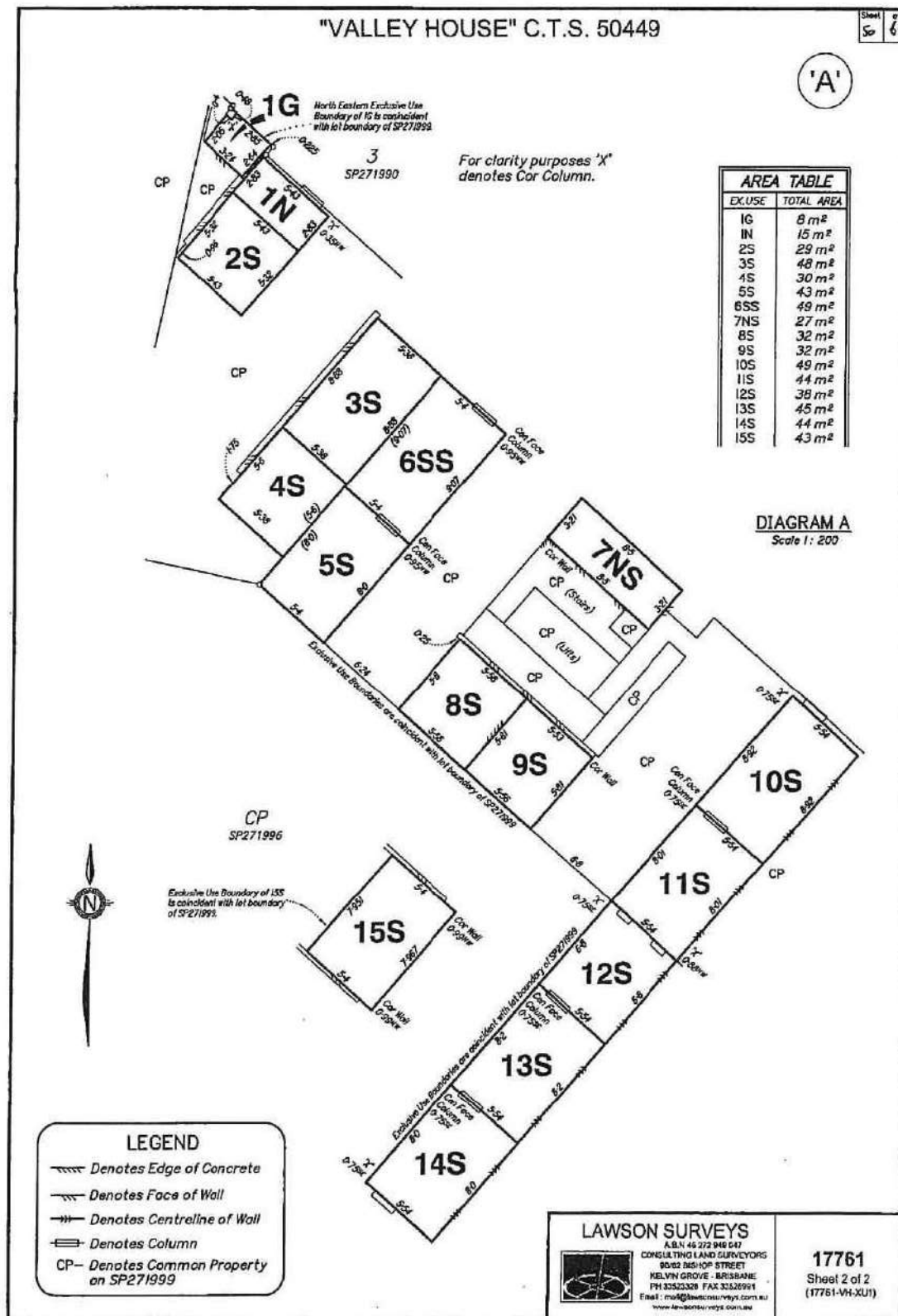
By-Law 36

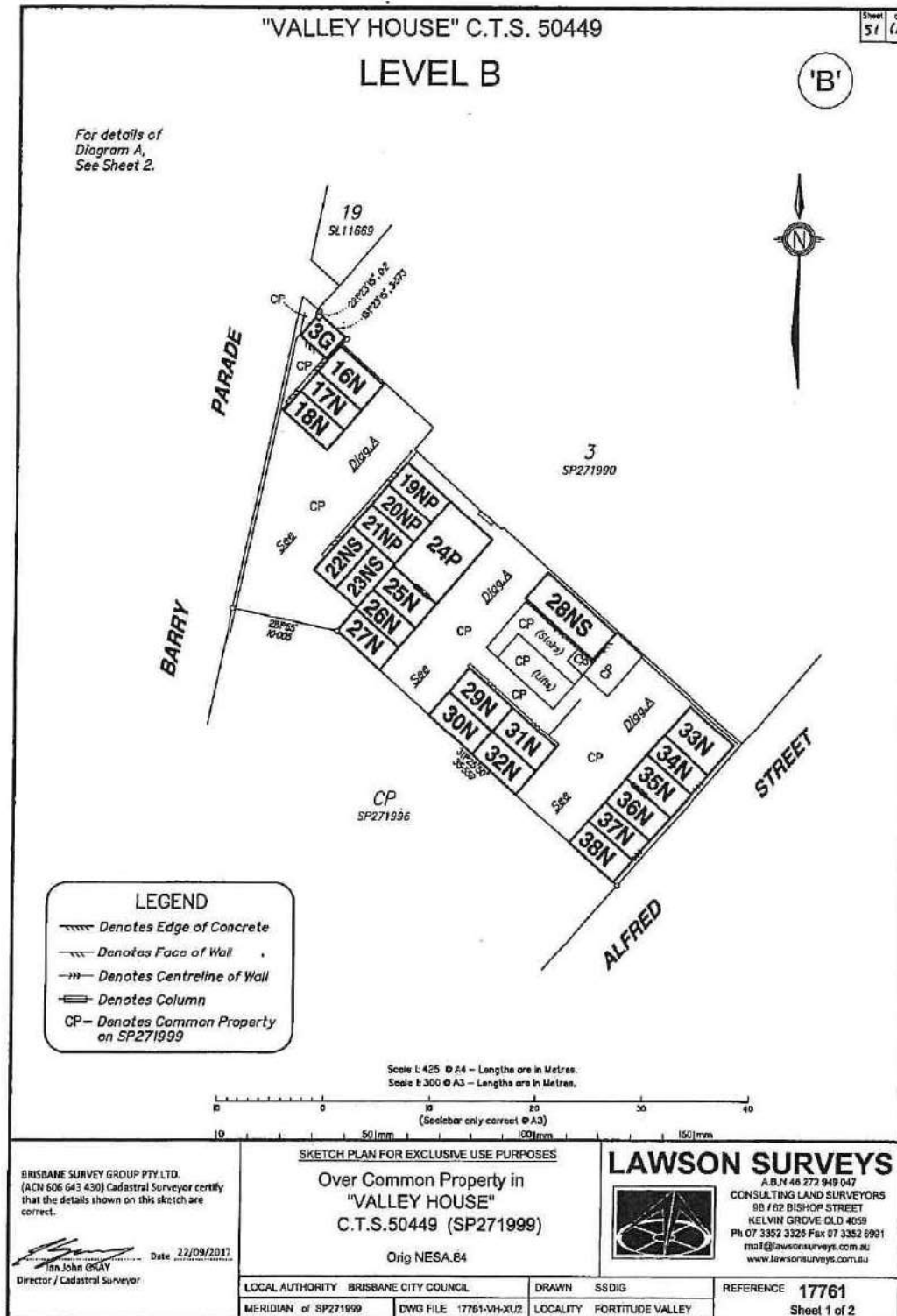
Lot 2106 on SP 271999	Area 7G on sketch marked "D"	Storage
Lot 21609 on SP 271999	Area 11G on sketch marked "G"	Storage
Lot 21709 on SP 271999	Area 1G on sketch marked "A"	Storage
Lot 21809 on SP 271999	Area 3G on sketch marked "B"	Storage

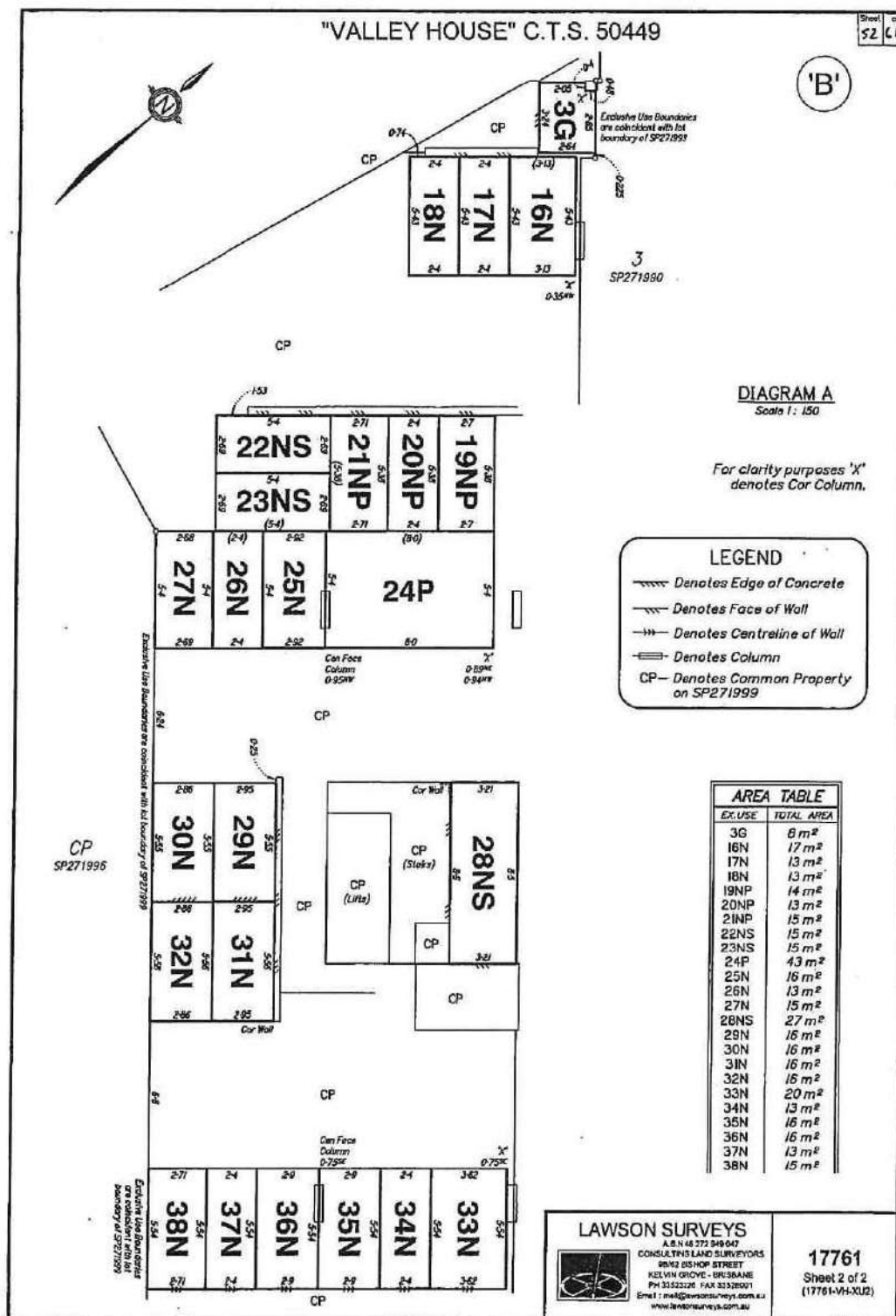
Lot 22309 on SP 271999	Area 13G on sketch marked "H"	Storage
Lot 22408 on SP 271999	Area 5G on sketch marked "C"	Storage

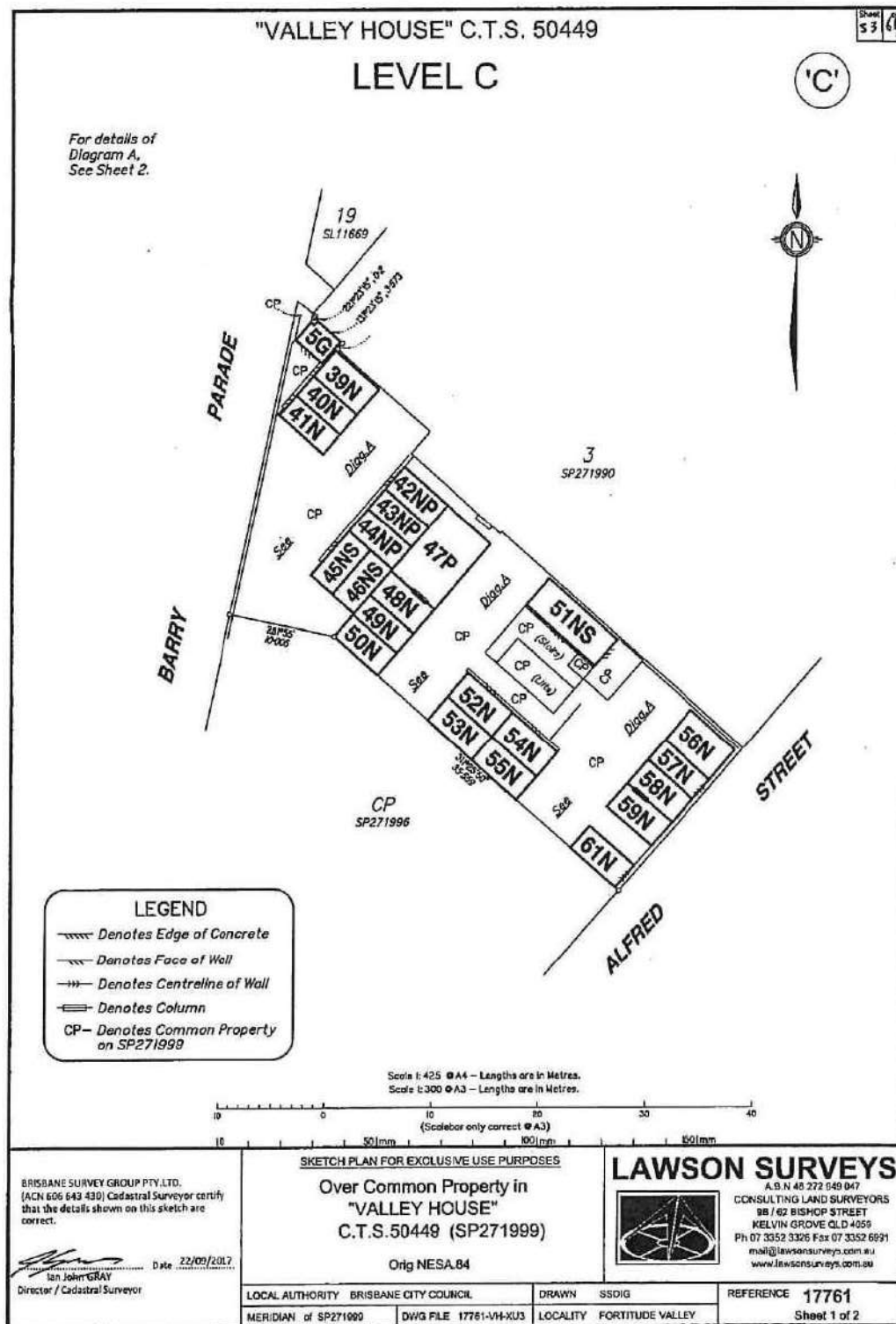


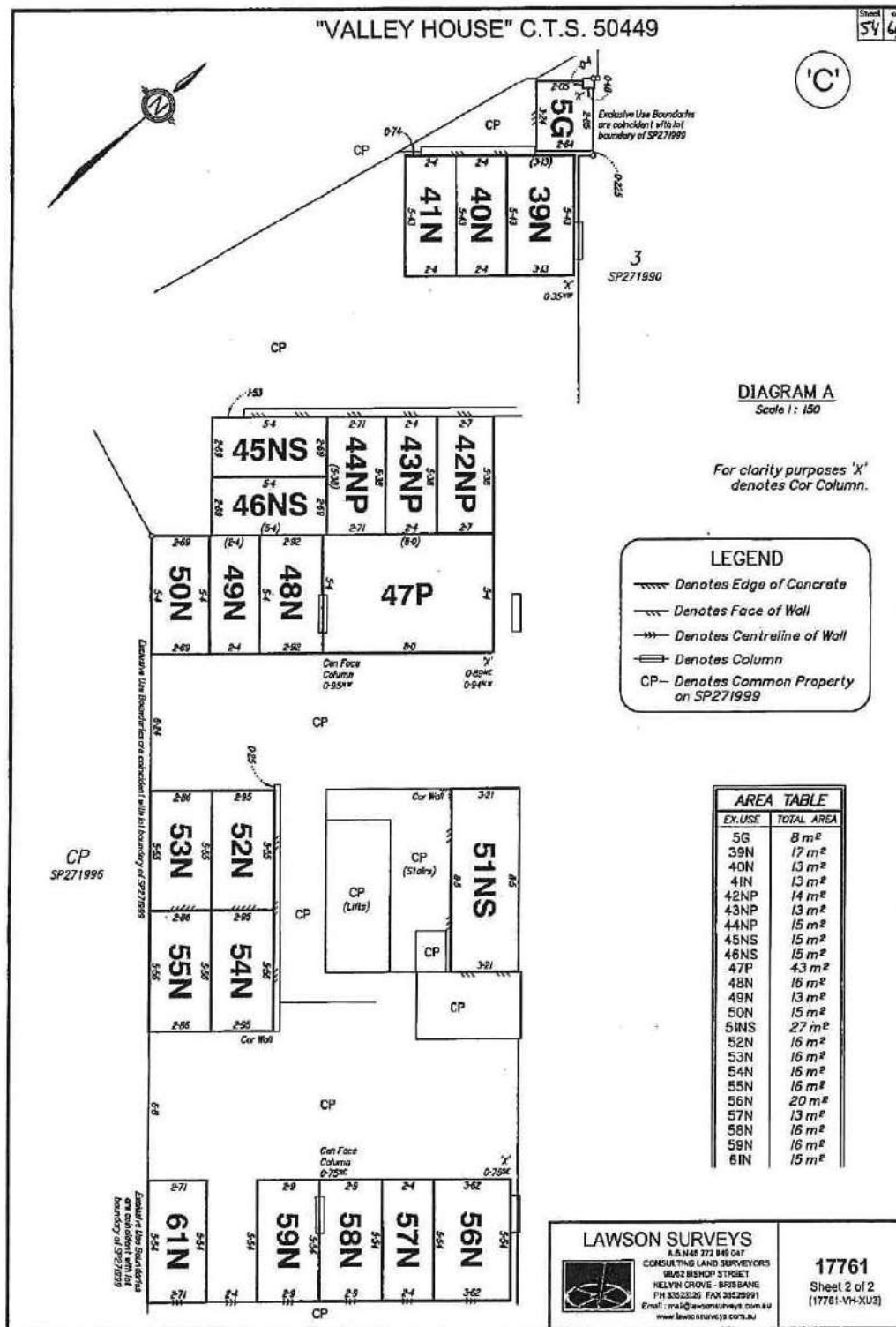


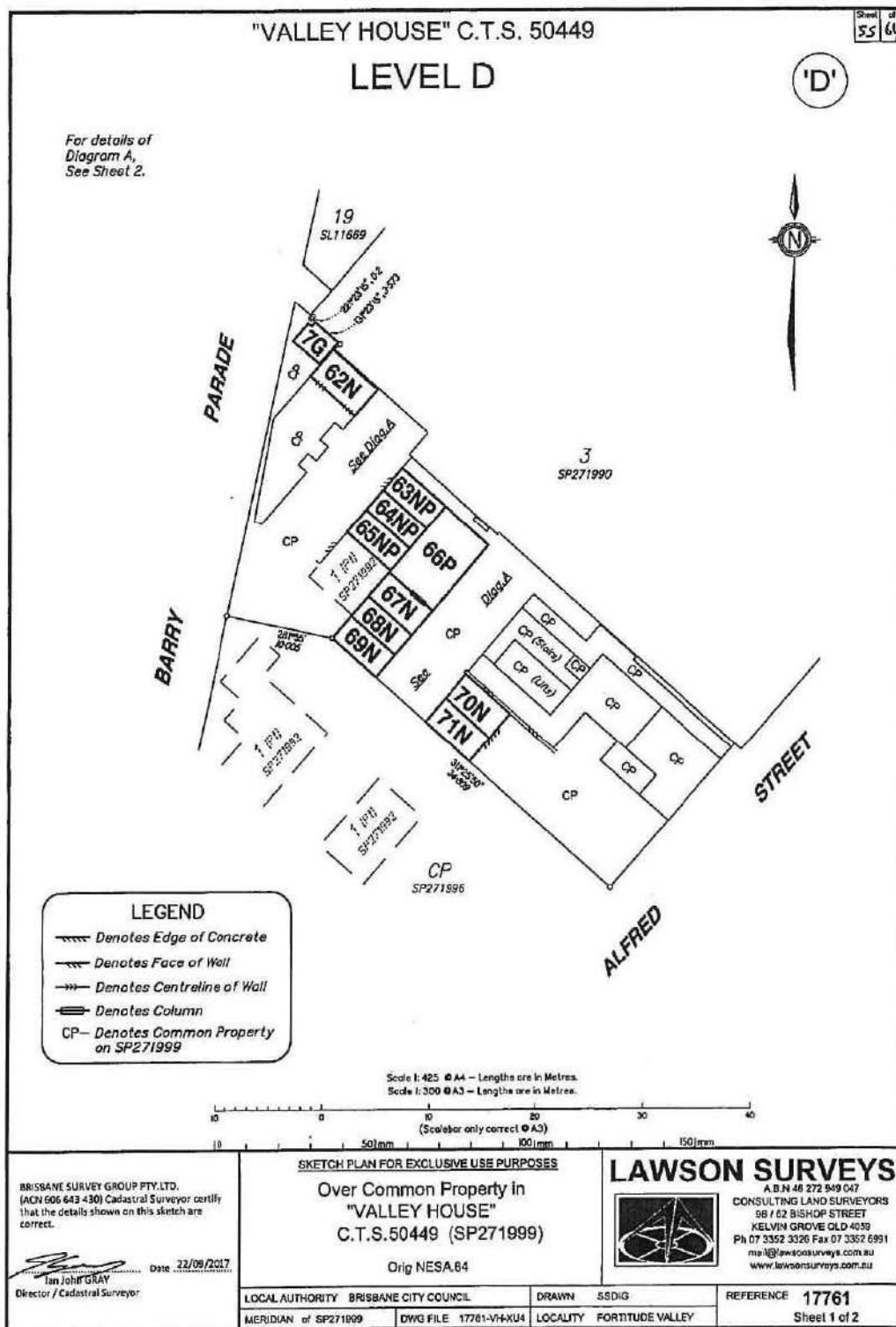


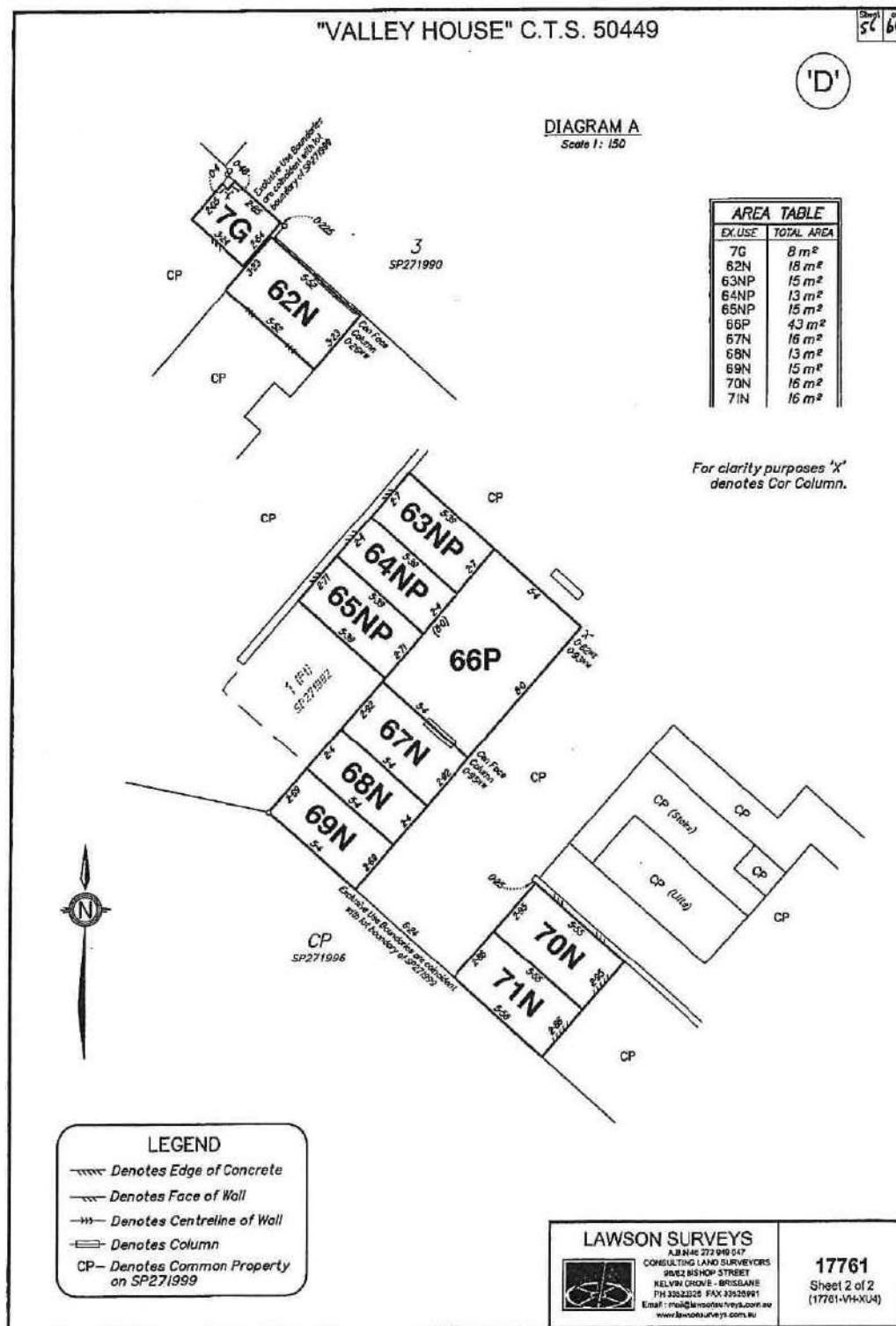


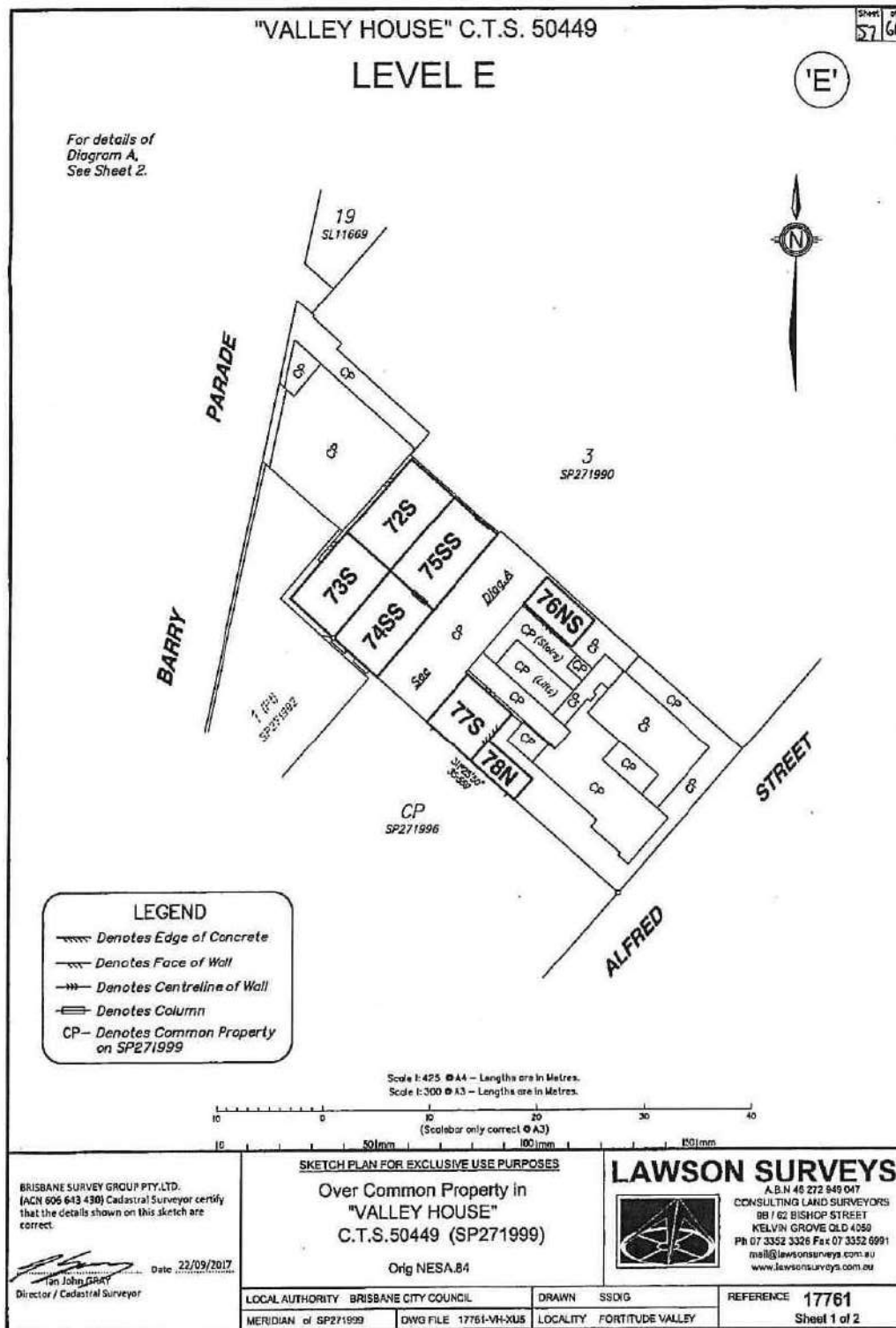


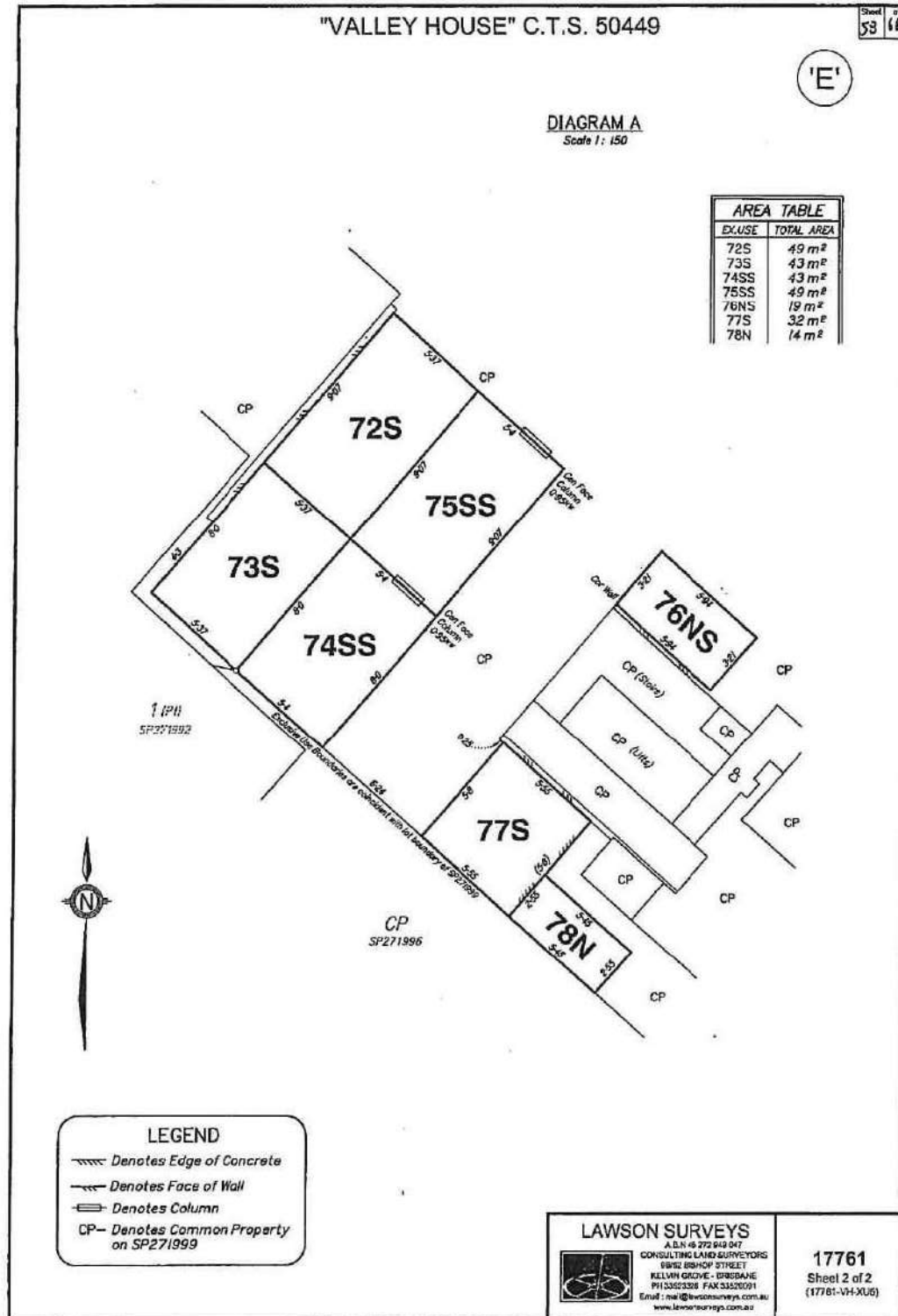


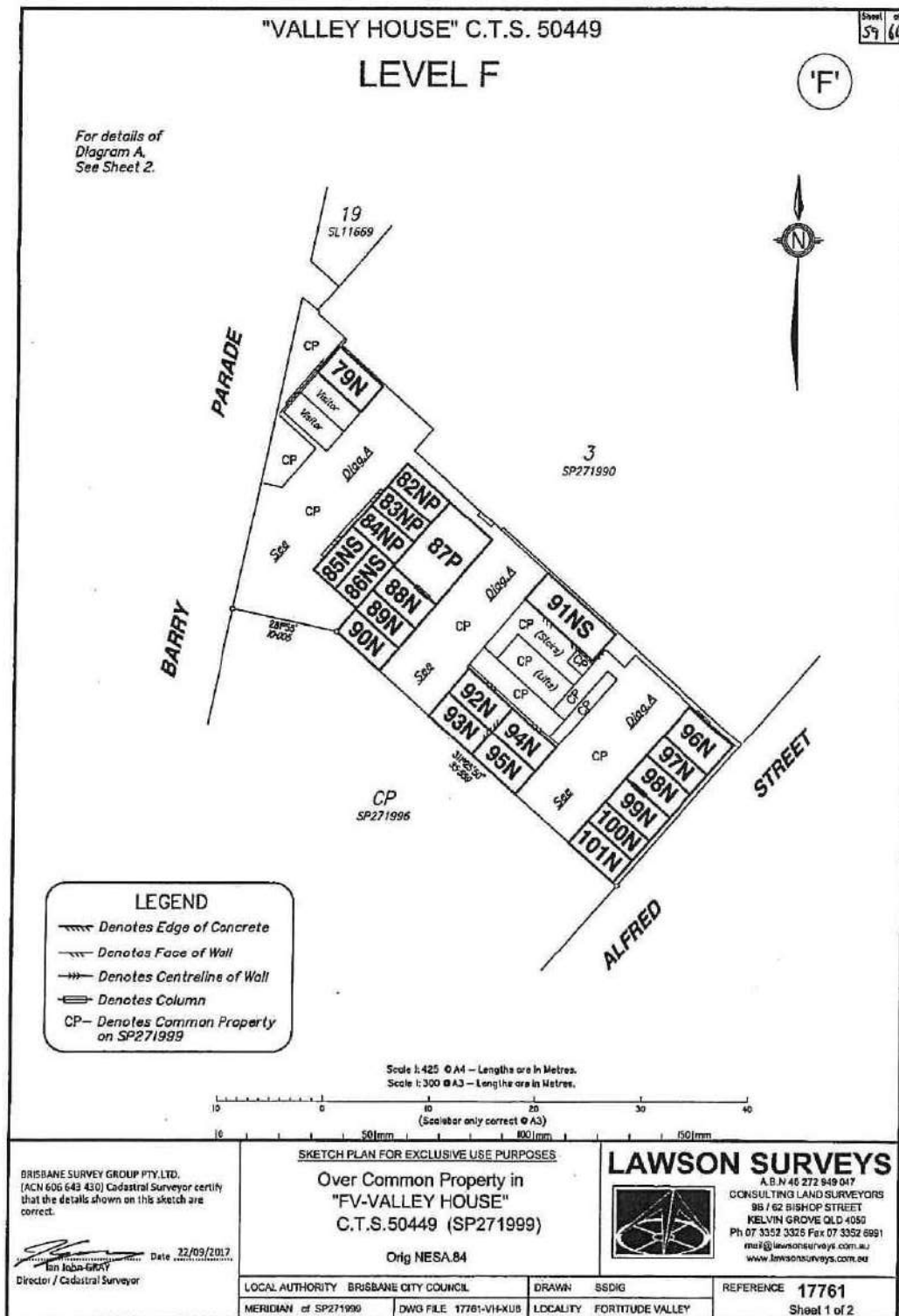


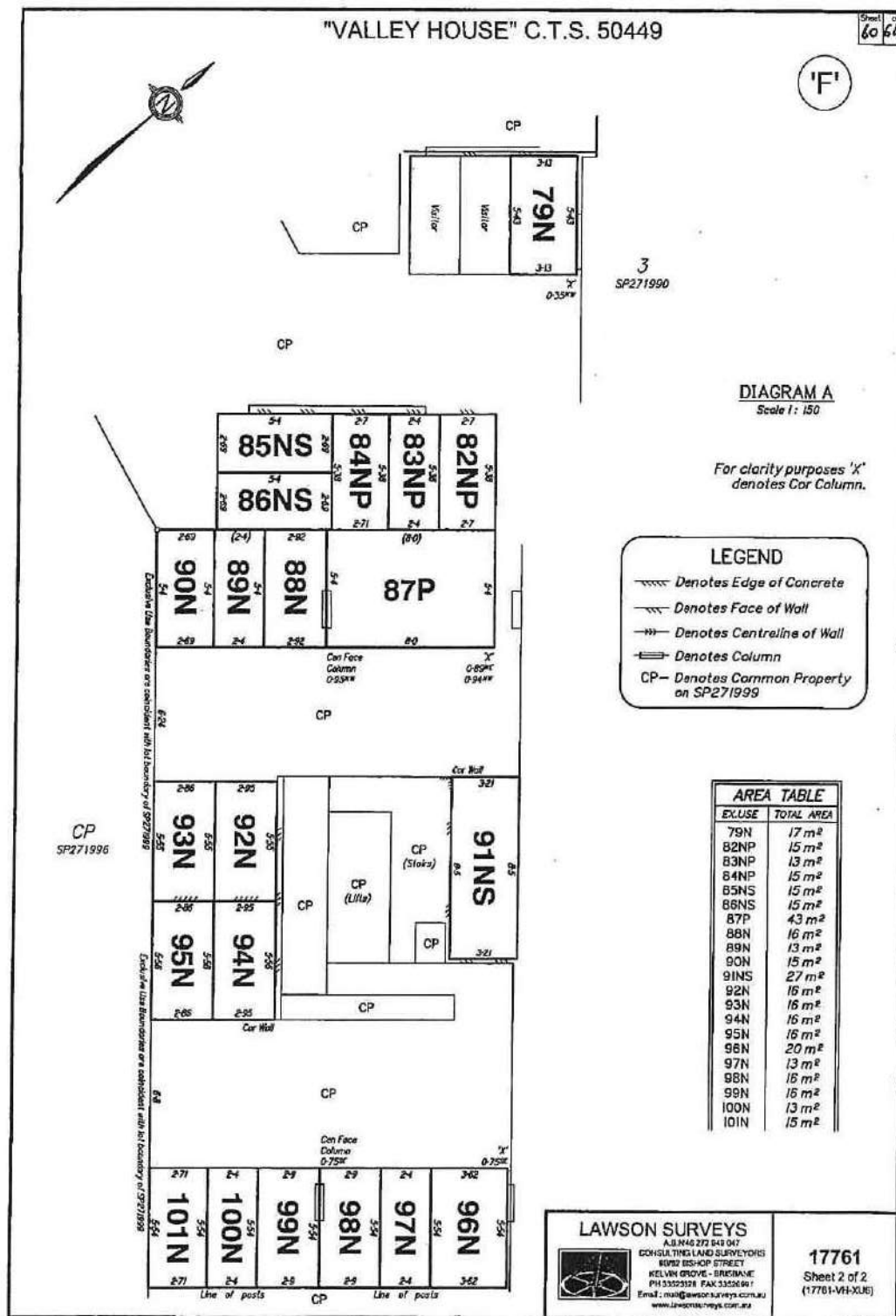


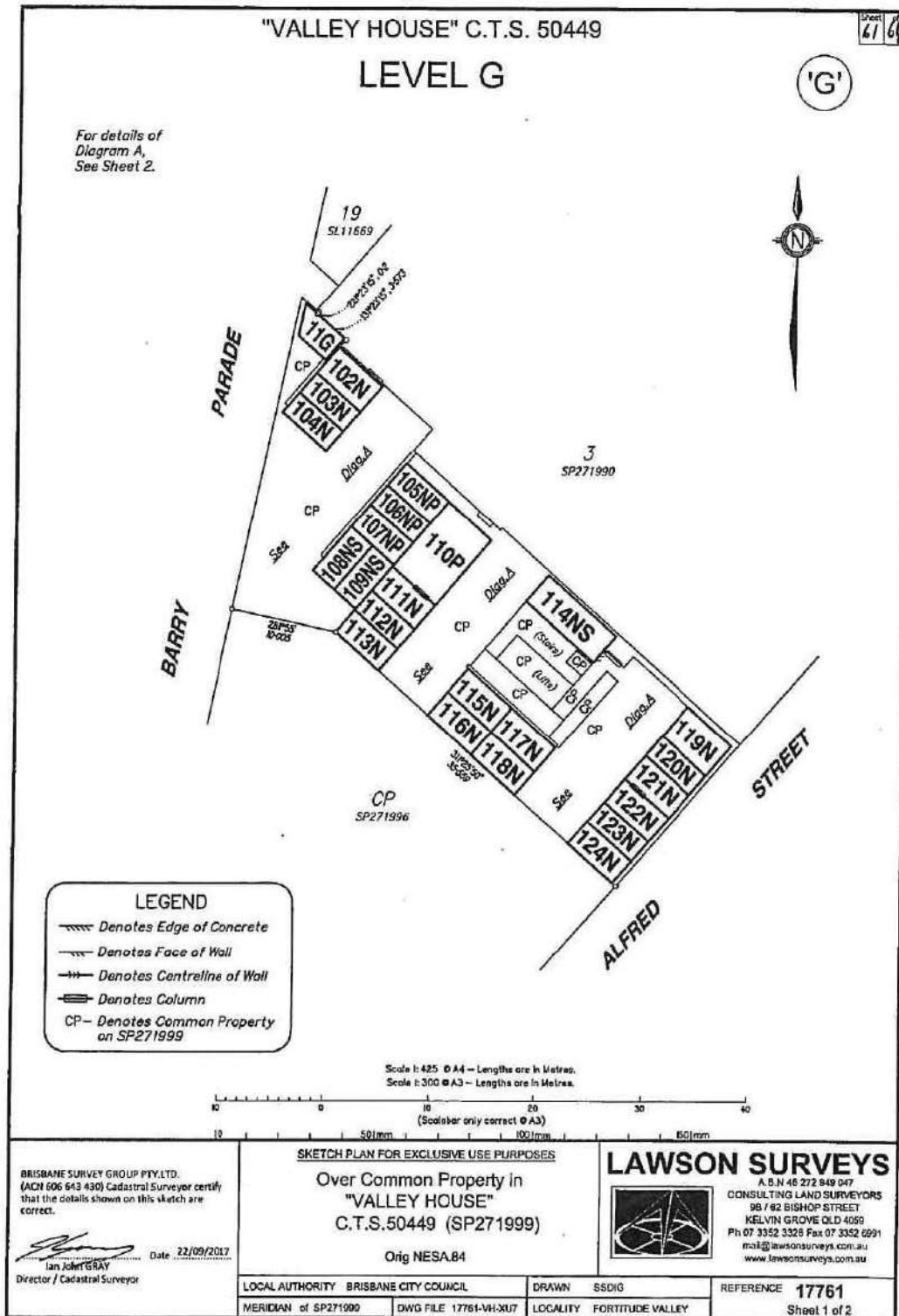


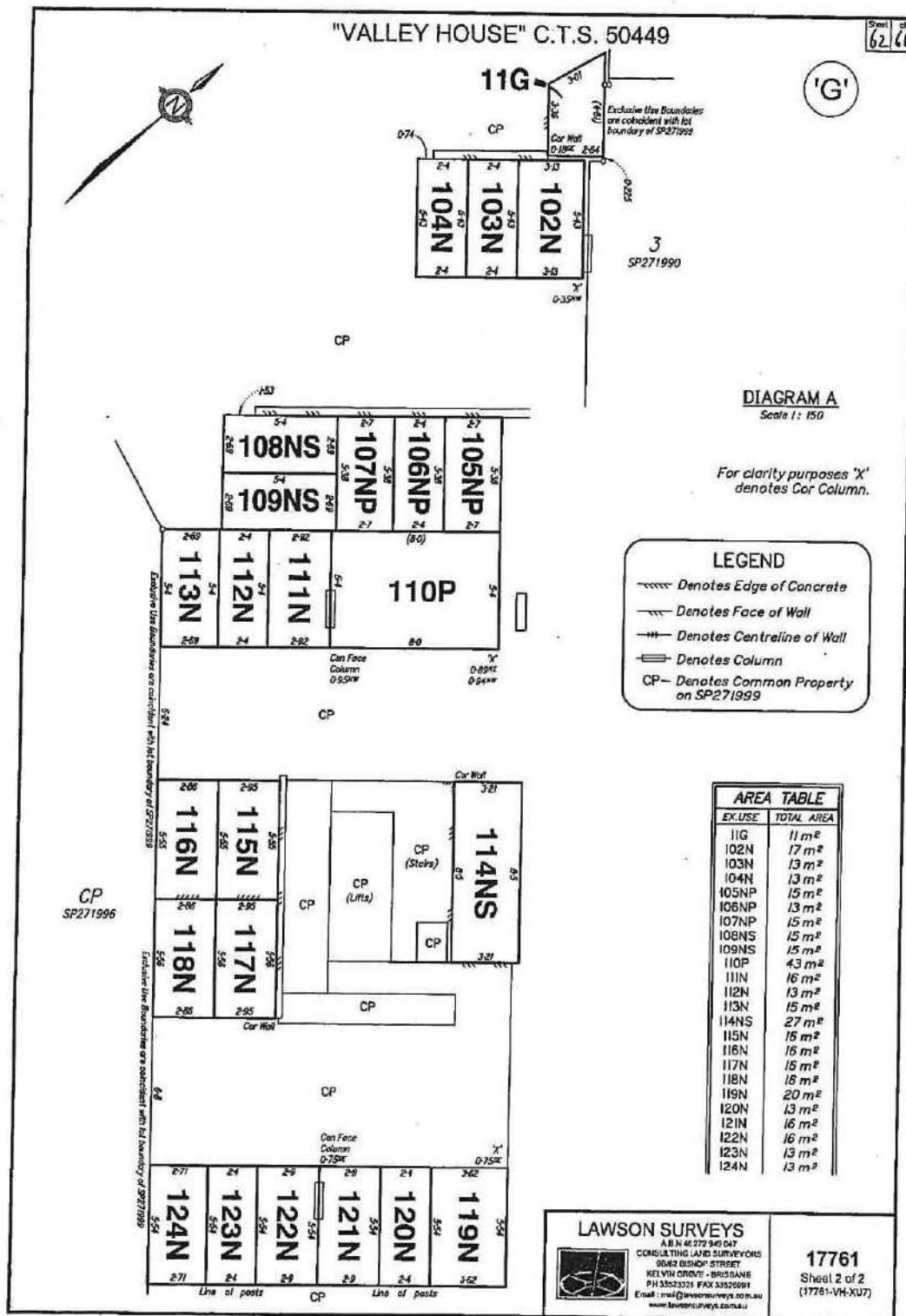


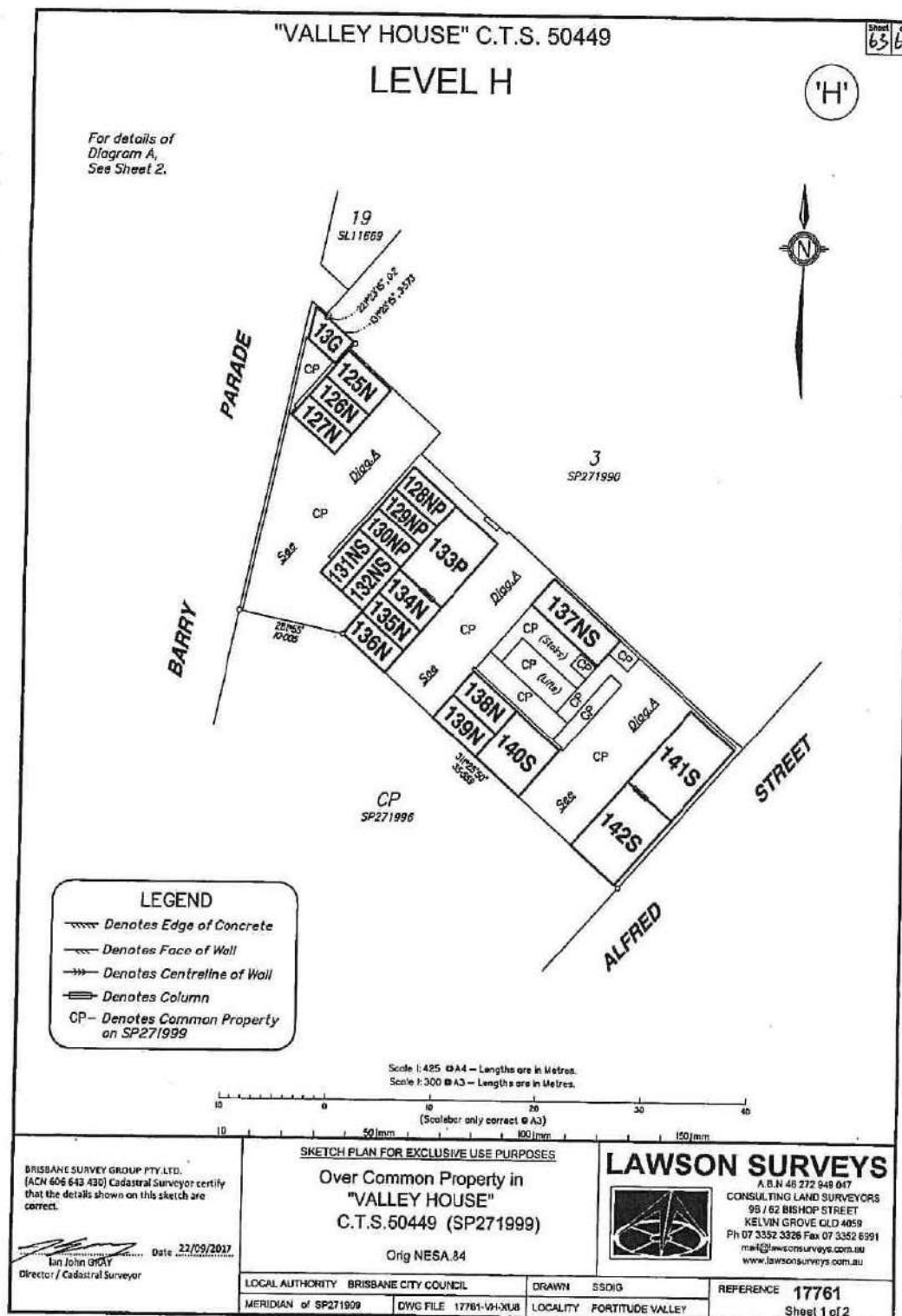


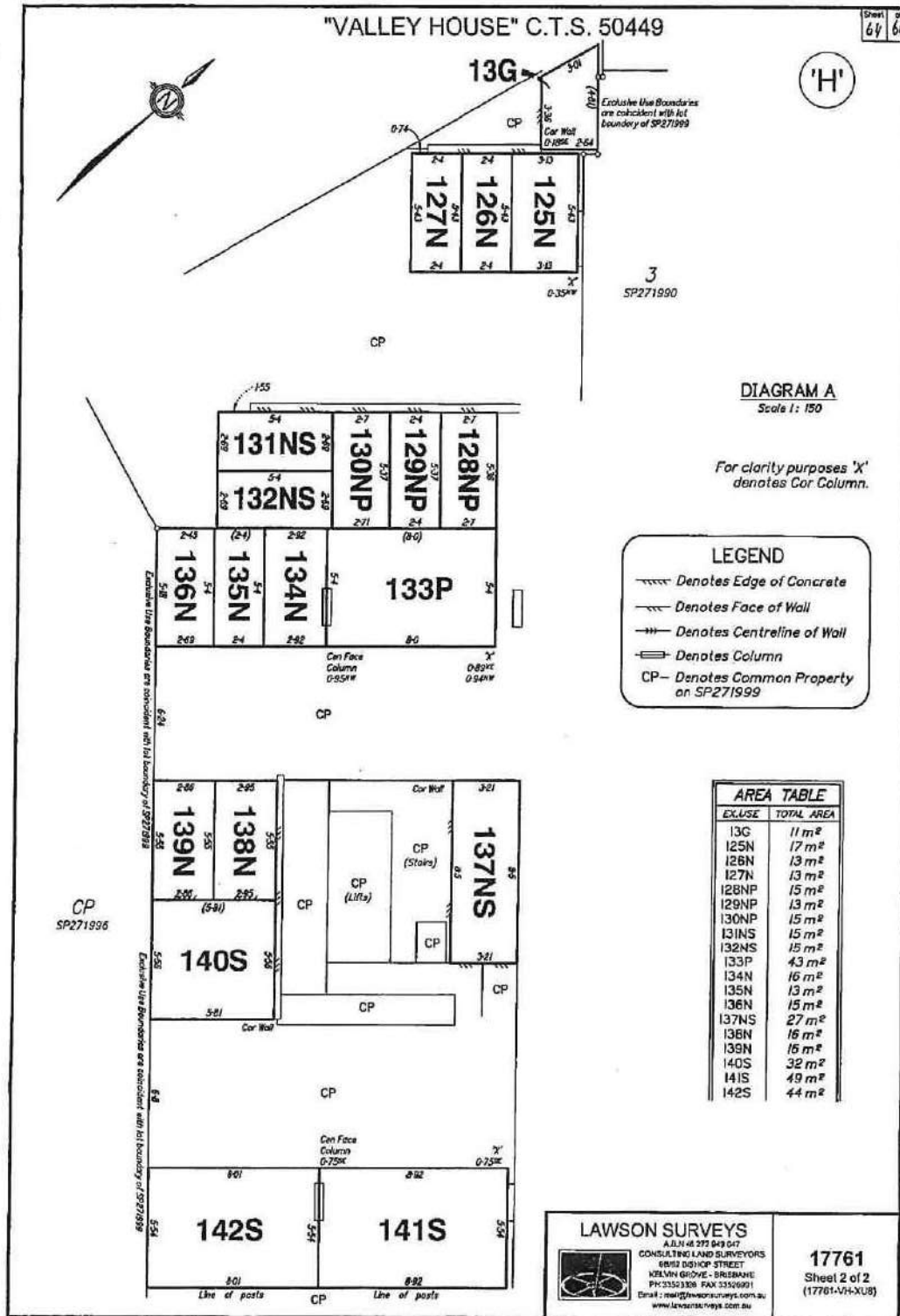












Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Lodger Code: BE

MELICK STRATA LAW
PO BOX 3076
YERONGA
QLD 4104

Title Reference:	51111523
Lodgement No:	6569918
Office:	BRISBANE

This is the current status of the title as at 10:23 on 10/02/2025

LAND DESCRIPTION

COMMON PROPERTY OF VALLEY HOUSE COMMUNITY TITLES SCHEME 50449
COMMUNITY MANAGEMENT STATEMENT 50449
Local Government: BRISBANE CITY

REGISTERED OWNER

Dealing No: 718216385 17/08/2017
BODY CORPORATE FOR VALLEY HOUSE COMMUNITY TITLES
SCHEME 50449
PO BOX 786
FORTITUDE VALLEY QLD 4006

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 19551144 (NESA 84)
2. BUILDING MANAGEMENT STATEMENT No 718216282 17/08/2017 at 11:26
benefiting and burdening the lot
3. AMENDMENT No 719151011 07/12/2018 at 15:34
BUILDING MANAGEMENT STATEMENT: 718216282
4. REQUEST FOR NEW CMS No 723848263 06/02/2025 at 12:03
New COMMUNITY MANAGEMENT STATEMENT 50449
ACCOMMODATION MODULE

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

DEALINGS REGISTERED

723848263 NEW CMS

Caution - Charges do not necessarily appear in order of priority

** End of Registration Confirmation Statement **

Registrar of Titles and Registrar of Water Allocations

FORM 36 - NOTICE OF NO POOL SAFETY CERTIFICATE

EFFECTIVE OCTOBER 2022

Important information

1. Pool owners, including bodies corporate, are responsible for ensuring the barrier complies with the pool safety standard at all times, even after giving or receiving this Form 36.
2. Pool owners may be committing an offence by failing to comply with their pool safety obligations and penalties of up to 165 penalty units may be applied.
3. The owner must complete this form if a pool safety certificate is not in effect when:
 - selling a premises with a regulated pool; or
 - entering into an accommodation agreement (e.g. written, oral or implied agreement for provision of accommodation) for premises associated with a shared pool.
4. It is recommended the seller maintain a record of giving this form to the required parties.

For the seller:

When selling without a pool safety certificate, you need to fill out this Form 36. A Form 36 is completed as part of the contract of sale.

Before settlement you must give a copy to:

- the buyer; and
- the QBCC; and
- body corporate (if you are selling a home, unit or townhouse, where there is a shared pool).

For the buyer:

If you buy a property without a pool safety certificate you must get one within 90 days of settlement. The seller must have given you a Form 36 – notice of no pool safety certificate, before entering into a contract of sale.

For the lessor - non shared (private) pool:

You must get a pool safety certificate before a lease is signed for a house or townhouse with its own non-shared pool.

For the body corporate - shared pool:

The body corporate must also ensure a pool safety certificate is in effect within 90 days of settlement OR the date an accommodation agreement is entered into. A pool safety certificate must be displayed at the main entrance to the premises or at any gate or door giving access to the pool.

GOVERNING LEGISLATION

Applicable under Sections 246ATF and 246ATI of the *Building Act 1975*.

PRIVACY NOTICE

The Queensland Building and Construction Commission is collecting personal information as required under the *Building Act 1975*.

This information may be stored by the QBCC and will be used for administration, compliance, statistical research and evaluation of pool safety laws. Your personal information will be disclosed to other government agencies, local government authorities and third parties for purposes relating to administering and monitoring compliance with the *Building Act 1975*.

Personal information will otherwise only be disclosed to third parties with your consent or unless authorised or required by law.

RIGHT TO INFORMATION (RTI)

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

COMPLETING THIS FORM

- Use BLACK pen only
- Print clearly in BLOCK LETTERS
- DO NOT use correction fluid – cross out and initial amendments

RETURN YOUR COMPLETED FORM BY

Post: GPO Box 5099 Brisbane QLD 4001.

In person: QBCC service centres are listed on our website qbcc.qld.gov.au.

Email: poolssafety@qbcc.qld.gov.au.

1. DETAILS OF PROPERTY OWNER

Title	<input type="checkbox"/> Mr	<input type="checkbox"/> Mrs	<input type="checkbox"/> Miss	<input checked="" type="checkbox"/> Ms	<input type="text"/>	Other													
Surname	A	T	K	I	N	S													
First Name	M	E	G	A	N		J	A	I										
Postal Address	1	8	1	2		1	6	7		A	L	F	R	E	D		S	T	,
	F	O	R	T	I	T	U	D	E										
	V	A	L	L	E	Y													
										State	Q	L	D	Postcode	4	0	0	6	
Mobile										Home Phone									
Email																			

2. LOCATION OF THE SWIMMING POOL

Street address	1	8	1	2		1	6	7		A	L	F	R	E	D		S	T	,
	F	O	R	T	I	T	U	D	E		V	A	L	L	E	Y			
										State	Q	L	D	Postcode	4	0	0	6	
Lot/s on plan	Lot 21312 on SP271999																		
Local Government Area	BRISBANE																		

3. SHARED OR NON-SHARED POOL

☒ Shared pool ☐ Non-shared pool

**OFFICE
USE
ONLY**

CRN:
Receipt no:
Assignee:

Licence no:
Receipt amount: \$
Received by:

Container:

4. DETAILS OF PROPERTY PURCHASER

Title ☐ Mr ☐ Mrs ☐ Miss ☐ Ms Other

Surname

First Name

Postal Address

State Postcode

Mobile Home Phone

Email

5. PROPOSED DATE OF SETTLEMENT OR ACCOMMODATION AGREEMENT

☒ Sale ☐ Lease

Date can be amended and initialed by the owner if the settlement or accommodation agreement date changes after this form is completed.

Date

D	D		M	M		Y	Y	Y	Y
3	0	/	0	9	/	2	0	2	5

6. PROPERTY OWNER'S DECLARATION

I declare that the information provided in this form is true and correct to the best of my knowledge; there is no pool safety certificate in effect for the pool; and I will give this form to the required parties in accordance with the *Building Act 1975*.

Name of Owner

M	E	G	A	N		J	A	I		A	T	K	I	N	S				
---	---	---	---	---	--	---	---	---	--	---	---	---	---	---	---	--	--	--	--

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Signature of Owner *M J Atkins*

Date

D	D		M	M		Y	Y	Y	Y
0	7	/	0	8	/	2	0	2	5



FORM 36 IS NOT PROPERLY COMPLETED UNLESS ALL RELEVANT DETAILS ARE PROVIDED.
It is recommended the seller maintain a record of giving this form to the required parties.



The owner or authorised person acting on behalf of the owner must submit completed form to:

Email - poolssafety@qbcc.qld.gov.au

Post - GPO Box 5099, Brisbane, QLD. 4001

In person - QBCC service centres are listed on our website qbcc.qld.gov.au.

STATUTORY ENCUMBRANCE SUMMARY

Property: 167a Alfred Street, Fortitude Valley QLD 4006

Prepared: 7 August 2025

Pursuant to the Property Law Act 2023, the following statutory infrastructure networks have been identified as encumbrances affecting the property or its immediate surrounds:

1. APA Group (Gas Infrastructure):

Medium-pressure gas mains are present near the intersection of Alfred and Brunswick Streets. These mains run adjacent to the lot and form part of the regulated underground gas network.

2. Energex (Electricity Network):

The site is affected by high-voltage electrical infrastructure. Plans reveal multiple underground electricity cables, substations, and high-voltage caution zones that intersect the local street grid. The area must be treated with caution due to proximity to these electrical assets.

3. Urban Utilities (Water, Sewer, Recycled Water):

The property is serviced by major water, sewerage, and recycled water lines. Maps show a concentration of trunk water and sewer infrastructure along Alfred Street and intersecting roadways. This includes mains, maintenance holes, and hydrants.

4. NBN Co (Telecommunications):

Multiple telecommunications trenches and pit infrastructure from NBN Co are located within the vicinity. Pits (size 5 and 9) and dual conduit runs indicate active fibre and copper services, suggesting the property is part of a fibre-connected precinct.

5. Telstra (Telecommunications):

Telstra's network of fibre optic and copper cabling is extensive in this region. Detailed cabling diagrams show proximity of mains cables, joint pits, and ducting throughout the block. The property sits within a Telstra cable caution zone with specific safety obligations.

6. TPG Telecom / PIPE / AAPT:

Plans from TPG Telecom confirm infrastructure overlays from AAPT, PIPE Networks, Agile, Soul Pattinson and related carriers. A dense network of ducts and pits run beneath Alfred Street and adjoining corners, including near the FV Peppers complex and The Parlour.

7. Vocus Communications:

The property is within the Vocus Communications fibre network. Subsurface cabling is identified on surrounding roadways. Breakouts, subducts, and active runs are confirmed in the area.

Conclusion:

This property is encumbered by significant statutory infrastructure, including regulated underground assets for gas, high-voltage electricity, water, sewerage, and multiple telecommunications networks. These encumbrances must be disclosed in accordance with the Property Law Act 2023.

VALLEY HOUSE CTS 50449

ABN 68 365 019 475
18.12/167 ALFRED STREET FORTITUDE VALLEY QLD 4006

Managed by Ernst Body Corporate Management ABN 87 010 209 784 on behalf of the Body Corporate.

e. levies@ebcm.com.au
t. +61 7 5519 2991
w. ebcm.com.au
a. PO Box 10374 Southport QLD 4215



Body Corporate and Community Management Act 1997 NOTICE OF CONTRIBUTIONS

TAX INVOICE

M J Atkins
1812/167 Alfred Street
FORTITUDE VALLEY QLD 4006

Date of Notice	22 July 2024		
A/c No	154		
Lot No	21312	Unit No	18.12
Contrib Ent.	616		
Interest Ent.	445		

Account	Period	Due Date	Amount	Discount	If received by	Net Amount
Administrative Fund	01/09/24 to 31/12/24	01/09/2024	\$1,082.62	\$0.00		\$1,082.62
Sinking Fund	01/09/24 to 31/12/24	01/09/2024	\$147.04	\$0.00		\$147.04
Building Insurance	01/09/24 to 31/12/24	01/09/2024	\$106.62	\$0.00		\$106.62
Exclusive Use Carpark Gate	01/09/24 to 31/12/24	01/09/2024	\$166.04	\$0.00		\$166.04
Previously invoiced, due as per previous notice			\$44.00	\$0.00		\$44.00
Totals	(Levies include GST)		\$1,546.32	\$0.00		\$1,546.32
Taxable Supply is \$1,365.75 and GST is \$ 136.57						
Interest at the rate of 30.00% per annum (2.50% per month) is payable on overdue Levies.						
Please see below payment information						

Teller stamp and initials

Sign up to receive your levy notice(s) /correspondence via email by visiting
<https://ebcm.com.au/electronic-communication-consent>

Amount Paid

\$

Date Paid

/ /



Tel: 1300 552 311
Ref: 9753 1654 6

Telephone: Call this number to pay by credit card. International +613 8648 0158



www.stratamax.com.au
Ref: 9753 1654 6

Internet: Visit this website to make a secure credit card payment over the internet.



www.stratapay.com/ddr
Ref: 9753 1654 6

Direct Debit: Make auto payments directly from your nominated bank account or credit card.



Bill Code: 96503
Ref: 204911465 1000 0001 543

BPay: Contact your participating financial institution to make a payment from your cheque or savings account.



In Person: Pay in-store at Australia Post by cheque or EFTPOS
All cheques must be made payable to: BODY CORPORATE FOR
VALLEY HOUSE CTS 50449

LOT/UNIT

Lot 21312/ Unit 18.12

STRATAPAY REFERENCE NO.

9753 1654 6

DUE DATE

01 Sep 24

MANAGED BY

EBCM

AMOUNT

\$1,546.32



*496 204911465 10000001543

Account History

Date	Description	AdministrativeFund	SinkingFund	Other	Total	Balance
	Brought forward				1,481.06	1,481.06
20/01/23	Receipt	-1,018.00	-144.76	-318.30	-1,481.06	0.00
21/03/23	01/05/23 To 31/08/23	1,018.06	144.76	318.25	1,481.07	1,481.07
04/05/23	Receipt	-1,018.06	-144.76	-318.25	-1,481.07	0.00
21/07/23	01/09/23 To 31/12/23	1,018.00	199.15	305.61	1,522.76	1,522.76
11/09/23	Receipt	-1,018.00	-199.15	-305.61	-1,522.76	0.00
06/12/23	01/01/24 To 30/04/24	1,114.96	120.98	256.17	1,492.11	1,492.11
19/01/24	Receipt	-1,114.96	-120.98	-256.17	-1,492.11	0.00
21/03/24	01/05/24 To 31/08/24	1,114.96	120.98	256.17	1,492.11	1,492.11
14/05/24	Arrears Notice Fee			44.00	44.00	1,536.11
20/05/24	Receipt	-1,114.96	-120.98	-256.17	-1,492.11	44.00
22/07/24	01/09/24 To 31/12/24	1,082.62	147.04	272.66	1,502.32	1,546.32

Vendor/s

MEGAN JAI ATKINS

Property Address

UNIT 1812 167 ALFRED ST, FORTITUDE VALLEY QLD 4006

Contract for the Sale and Purchase of Residential Real Estate

First Edition

This document has been approved by The Real Estate Institute of Queensland Limited and the Queensland Law Society Incorporated as being suitable for the sale and purchase of residential real estate in Queensland.

The Seller and Buyer agree to sell and buy the Property under this contract.

REFERENCE SCHEDULE

Contract Date: _____ *If no date is inserted, the Contract Date is the date on which the last party signs the Contract*

PARTIES

SELLER

NAME: _____ ABN: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ EMAIL: _____

NAME: _____ ABN: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ EMAIL: _____

SELLER'S AGENT

NAME: _____

ABN: _____ LICENCE NO: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ EMAIL: _____

SELLER'S SOLICITOR

← or any other solicitor notified to the Buyer

NAME: _____

REF: _____ CONTACT: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ EMAIL: _____

BUYER

NAME: _____ ABN: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ EMAIL: _____

NAME: _____ ABN: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ EMAIL: _____

INITIALS (Note: initials not required if signed with Electronic Signature)

000039902562

BUYER'S AGENT (If applicable)

NAME: _____

ABN: _____ LICENCE NO: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ EMAIL: _____

BUYER'S SOLICITOR

← or any other solicitor notified to the Seller

NAME: _____

REF: _____ CONTACT: _____

ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

PHONE: _____ MOBILE: _____ EMAIL: _____

PROPERTY

LOT: _____ ADDRESS: _____

SUBURB: _____ STATE: _____ POSTCODE: _____

DESCRIPTION: LOT: _____ PLAN: _____ AREA: _____ ← more or less

TITLE REFERENCE: _____ SOLD AS: ☐ Freehold ☐ Leasehold☐ Built On ☐ Vacant ■ if neither is selected, the Lot is treated as being Freehold.

Present Use: _____

Local Government: _____

Excluded Fixtures: _____ ■ attach annexure for additional space

Included Chattels: _____ ■ attach annexure for additional space

PRICE**Cyber Warning**

Cyber criminals are targeting real estate transactions by sending fraudulent electronic communications (emails) impersonating lawyers and real estate agents. **BEFORE** you pay any funds to another person or company using information that has been emailed to you or contained in this Contract, you should contact the intended recipient by telephone to verify and confirm the account details that have been provided to you.

PURCHASE \$
PRICE: _____DEPOSIT:
Initial Deposit \$ _____
payable on the day the Buyer signs this contract
unless another time is specified below:Balance Deposit \$ _____
(if any) payable on: _____

NOTE: failure to pay the deposit on the date(s) specified may result in termination of the contract and forfeiture of the deposit to the Seller.

Deposit Holder:	
Deposit Holder's Trust Account:	
Bank:	
BSB:	Account No:

DEFAULT INTEREST RATE: _____ %

■ If no figure is inserted, the Contract Rate applying at the Contract Date published by the Queensland Law Society Inc will apply.

INITIALS (Note: initials not required if signed with Electronic Signature)

000039902562

SETTLEMENT

SETTLEMENT DATE:

- or any later date for settlement in accordance with clause 6.2, 6.3 or 11.6(1) or a special condition of this contract or under s79, s80 or s81 of the Property Law Act 2023.

WARNING: The Settlement Date as stated may change. If you require settlement on a particular date, seek legal advice prior to signing.

GST

[Select one. For sale of house or residential land or residential unit between parties who are not registered or required to be registered for GST, select first option]

Completing the GST items may have significant consequences for the Seller and Buyer. The Seller and Buyer should seek professional advice about completion of the GST item and should not rely on the Agent to complete.

- ☐ No GST is payable or Purchase Price includes GST (if any) [clause 10.2 applies]
- ☐ Buyer must pay GST in addition to the Purchase Price [clause 10.3 applies]
- ☐ Margin Scheme [clause 10.4 applies]
- ☐ Going concern [clause 10.5 applies]
- ☐ Farm Land [clause 10.6 applies]

[If not completed, clause 10.2 No GST is payable or Purchase Price includes GST applies]

GST WITHHOLDING OBLIGATIONS

Is the Buyer registered for GST and acquiring the Property for a creditable purpose?

- ☐ No
- ☐ Yes

← **WARNING:** the Buyer warrants in clause 3.3(5) that this information is true and correct.

[Note: An example of an acquisition for a creditable purpose would be the purchase of the Property by a building contractor, who is registered for GST, for the purposes of building a house on the Lot and selling it in the ordinary course of its business.]

The Seller gives notice to the Buyer in accordance with section 14-255(1)(a) of the Withholding Law that:

(select whichever is applicable)

- ☐ the Buyer is not required to make a payment under section 14-250 of the Withholding Law in relation to the supply of the Property
- ☐ the Buyer is required to make a payment under section 14-250 of the Withholding Law in relation to the supply of the Property. Under section 14-255(1) of the Withholding Law, the Seller is required to give further details prior to settlement.

← **WARNING:** All sellers of residential premises or potential residential land are required to complete this notice. Section 14-250 of the Withholding Law applies to the sale of 'new residential premises' or 'potential residential land' (subject to some exceptions) and requires an amount to be withheld from the Purchase Price and paid to the ATO. The Seller should seek legal advice if unsure about completing this section.

LAND TAX

NOTE: This item **must be completed if:**

- the Property is **not** the Seller's principal place of residence (their home); and
- the Seller is not otherwise exempt from paying land tax in connection with the Property.

[select one]

- ☐ No adjustment is to be made for land tax
- ☐ Land tax is to be adjusted on a single holding basis
- ☐ Land tax is to be adjusted on the Seller's actual land tax liability

[If not completed, no adjustment is to be made for land tax]

CONDITIONS

FINANCE

Finance Amount: \$ _____

Financier: _____

Finance Date: _____

- Unless all of "Finance Amount", "Financier" and "Finance Date" are completed, this contract is not subject to finance and clause 4.1 does not apply.

BUILDING AND/OR PEST INSPECTION DATE

Inspection Date: _____

- If "Inspection Date" is not completed, the contract is not subject to an inspection report and clause 4.2 does not apply.

INITIALS *(Note: initials not required if signed with Electronic Signature)*

000039902562

MATTERS AFFECTING PROPERTY

TITLE ENCUMBRANCES:

The Encumbrances listed below **will remain after** settlement under clause 7.2:

☐ **Seller Disclosure Statement was given to the Buyer**

- a. the **registered interests and encumbrances** listed on the title search included in the Seller Disclosure Statement other than any mortgage, caveat or charge; and
- b. the **Unregistered Encumbrances** (note this includes statutory encumbrances affecting the land) disclosed in the Seller Disclosure Statement, unless this contract requires them to be discharged at or before settlement (for example clause 3.5).

☐ **Seller Disclosure Statement was NOT given to the Buyer**

List all Encumbrances that **will remain after** settlement under clause 7.2:

(You need to include specific description of all registered interests, unregistered interests and statutory encumbrances (see definition of Encumbrances)).

TENANCIES:

Is the Property sold subject to a Residential Tenancy Agreement or Rooming Accommodation Agreement?

☐ No

☐ Yes, details are contained in the attached Tenancies Schedule

OTHER MATTERS:

Residential Tenancy Agreements or Rooming Accommodation Agreements:

Has the Property been subject to a Residential Tenancy Agreement or Rooming Accommodation Agreement at any time within the period of 12 months before the Contract Date?

☐ No

☐ Yes

If Yes, the day of the last rent increase for each residential premises comprising the Property is: _____

← **WARNING TO SELLER:** If the Property or any part has been let at any time in the last 12 months the Seller is required under clause 5.5(1)(e) to provide evidence of the last rent increase. Failure to provide evidence by settlement may entitle the Buyer to terminate the contract.

TREE ORDERS AND APPLICATIONS:

Neighbourhood Disputes (Dividing Fences and Trees) Act 2011, section 83:

Is the Lot affected by an application to, or an order made by, the Queensland Civil and Administrative Tribunal (QCAT) in relation to a tree on the Lot?

☐ No

☐ Yes

If yes, a copy of the application or order is given with this contract.

← **WARNING:** Failure to comply with s83 Neighbourhood Disputes (Dividing Fences and Trees Act) 2011 by giving a copy of an order or application to the Buyer (where applicable) prior to Buyer signing the contract will entitle the Buyer to terminate the contract prior to Settlement.

POOL SAFETY

Q1. Is there a pool on the Lot or on adjacent land used in association with the Lot?

☐ No

☐ Yes

Q2. If the answer to Q1 is Yes, is there a Pool Compliance Certificate for the pool at the time of contract?

☐ No

☐ Yes

← **WARNING TO SELLER:** If there is a regulated pool on the Lot, under clause 5.5(1)(f) the Seller must provide a Pool Compliance Certificate at settlement. If there is no Pool Compliance Certificate at the Contract Date you must give a Notice of No Pool Safety Certificate to the Buyer prior to entering into this contract

ELECTRICAL SAFETY SWITCH AND SMOKE ALARM

■ **NOTE:** This section must be completed if there is a domestic dwelling on or comprising the Lot

The Seller gives notice to the Buyer that an Approved Safety Switch for the General Purpose Socket Outlets is:

☐ Installed in the residence

☐ Not installed in the residence

The Seller gives notice to the Buyer that smoke alarms complying with the Smoke Alarm Requirement Provision are:

☐ Installed in the residence

☐ Not installed in the residence

← **WARNING:** By giving false or misleading information in this section, the Seller may incur a penalty. The Seller should seek expert and qualified advice about completing this section and not rely on the Seller's Agent to complete this section.

← **WARNING:** Under clause 7.9 the Seller must install smoke alarms complying with the Smoke Alarm Requirement Provision in any domestic dwelling on the Lot. Failure to do so is an offence under the Fire Services Act 1990.

INITIALS (Note: initials not required if signed with Electronic Signature)

000039902562

LOTS IN A COMMUNITY TITLES SCHEME**(COMPLETE IF APPLICABLE)****STATUTORY WARRANTIES AND CONTRACTUAL RIGHTS**

If the Lot is a lot in a community titles scheme, the Seller gives notice to the Buyer of the following matters:

← **WARNING TO SELLER:** The Body Corporate and Community Management Act 1997 and the Contract include warranties by the Seller about the Body Corporate and the Scheme land. Breach of a warranty may result in a damages claim or termination by the Buyer. Sellers should consider whether to carry out an inspection of the Body Corporate records to complete this section.

(a) Latent or Patent Defects in Common Property or Body Corporate Assets (s 223(2)(a)(b))*

(b) Actual or Contingent or Expected Liabilities of Body Corporate (s 223(2)(c)(d))*

(c) Circumstances in Relation to Affairs of Body Corporate (s 223(3))*

(d) Proposal to Record a New Community Management Statement (clause 12.9(1)(a))

(e) Unapproved improvements on common property benefitting the Lot (clause 12.9(1)(b))*

(f) Outstanding by-law contravention notices (clause 12.9(1)(c))*

(g) Proposed Body Corporate resolutions (clause 12.10)*

**Include in attachment if insufficient space*

INSPECTION OF BODY CORPORATE RECORDS

Records Inspection Date: _____

← If "Records Inspection Date" is not completed, the contract is not subject to a satisfactory inspection of records and clause 12.3 does not apply.

LOTS IN A BUILDING UNIT AND GROUP TITLE PARCEL**(COMPLETE IF APPLICABLE)****WARRANTIES AND CONTRACTUAL RIGHTS**

If the Lot is a lot in a Parcel to which the *Building Units and Group Titles Act 1980* applies, the Seller gives notice to the Buyer of the following matters:

← **WARNING TO SELLER:** The Contract includes warranties by the Seller about the Body Corporate and the Parcel. Breach of a warranty may result in a damages claim or termination by the Buyer. Sellers should consider whether to carry out an inspection of the Body Corporate records to complete this section.

(a) Proposal to add to, alter or repeal by-laws (clause 13.9(1)(a))

(b) Unapproved improvements on common property benefitting the Lot (clause 13.9(1)(b))*

(c) Outstanding by-law contravention notices (clause 13.9(1)(c))*

(d) Proposed Body Corporate resolutions (clause 13.10)*

**Include in attachment if insufficient space*

INSPECTION OF BODY CORPORATE RECORDS

Records Inspection Date: _____

← If "Records Inspection Date" is not completed, the contract is not subject to a satisfactory inspection of records and clause 13.3 does not apply.

INITIALS (Note: initials not required if signed with Electronic Signature)

000039902562

SPECIAL CONDITIONS

SIGNATURES

The contract may be subject to a 5 business day statutory cooling-off period. A termination penalty of 0.25% of the purchase price applies if the Buyer terminates the contract during the statutory cooling-off period. It is recommended the Buyer obtain an independent property valuation and independent legal advice about the contract and his or her cooling-off rights, before signing.

Buyer: _____ Date: _____ Witness: _____

Buyer: _____ Date: _____ Witness: _____

By placing my signature above, I warrant that I am the Buyer named in the Reference Schedule or authorised by the Buyer to sign.

(Note: No witness is required if the Buyer signs using an Electronic Signature)

Seller: _____ Date: _____ Witness: _____

Seller: _____ Date: _____ Witness: _____

By placing my signature above, I warrant that I am the Seller named in the Reference Schedule or authorised by the Seller to sign.

(Note: No witness is required if the Seller signs using an Electronic Signature)

INITIALS (Note: initials not required if signed with Electronic Signature)

000039902562

TERMS OF CONTRACT

FOR THE SALE AND PURCHASE OF RESIDENTIAL REAL ESTATE

1. DEFINITIONS

1.1 In this contract, terms in **bold** in the Reference Schedule have the meanings shown under or opposite them and unless the context otherwise requires:

- (a) **"Approved Safety Switch"** means a residual current device as defined in the *Electrical Safety Regulation 2013*;
- (b) **"ATO"** means the Australian Taxation Office;
- (c) **"ATO Clearance Certificate"** means a certificate issued under s14-220(1) of the Withholding Law which is current on the date it is given to the Buyer;
- (d) **"Balance Purchase Price"** means the Purchase Price, less the Deposit paid by the Buyer;
- (e) **"Bank"** means an authorised deposit-taking institution within the meaning of the *Banking Act 1959* (Cth);
- (f) **"Bank Cheque"**:
 - (i) includes a cheque drawn by a building society or credit union on itself; and
 - (ii) does not include a cheque drawn by a building society or credit union on a Bank;
- (g) **"Bond"** means a bond under the *Residential Tenancies and Rooming Accommodation Act 2008*;
- (h) **"Building Inspector"** means a person licensed to carry out completed residential building inspections under the *Queensland Building and Construction Commission Regulation 2018*;
- (i) **"Business Day"** means a day other than:
 - (i) a Saturday or Sunday;
 - (ii) a public holiday or special holiday in the Place for Settlement; and
 - (iii) a day in the period 27 to 31 December (inclusive);
- (j) **"CGT Withholding Amount"** means the amount determined under section 14-200(3)(a) of the Withholding Law or, if a copy is provided to the Buyer prior to settlement, a lesser amount specified in a variation notice under section 14-235;
- (k) **"Contract Date"** or **"Date of Contract"** means:
 - (i) the date inserted in the Reference Schedule as the Contract Date; or
 - (ii) if no date is inserted, the date on which the last party signs this contract;
- (l) **"Court"** includes any tribunal established under statute;
- (m) **"Digitally Sign"** and **"Digital Signature"** have the meaning in the ECNL;
- (n) **"ECNL"** means the Electronic Conveyancing National Law (Queensland);
- (o) **"Electronic Conveyancing Documents"** has the meaning in the *Land Title Act 1994*;
- (p) **"Electronic Lodgement"** means lodgement of a document in the Land Registry in accordance with the ECNL;
- (q) **"Electronic Settlement"** means settlement facilitated by an ELNO System;
- (r) **"Electronic Signature"** means an electronic method of signing that identifies the person and indicates their intention to sign the contract;
- (s) **"Electronic Workspace"** means a shared electronic workspace within the ELNO System nominated by the Seller that allows the Buyer and Seller to effect Electronic Lodgement and Financial Settlement;
- (t) **"ELNO"** has the meaning in the ECNL;
- (u) **"ELNO System"** means a system provided by an ELNO capable of facilitating Financial Settlement and Electronic Lodgement in Queensland;
- (v) **"Encumbrances"** includes:
 - (i) registered encumbrances;
 - (ii) Unregistered Encumbrances; and
 - (iii) Security Interests;
- (w) **"Enforcement Notice"** means any valid notice or order by any competent authority or Court requiring work to be done or money spent in relation to the Property;
- (x) **"Essential Term"** includes, in the case of breach by:
 - (i) the Buyer: clauses 2.1, 3.1, 3.2, 3.3, 5.1 and 6.1; and
 - (ii) the Seller: clauses 3.2, 3.3, 5.5(1) and 6.1; but nothing in this definition precludes a Court from finding other terms to be essential;
- (y) **"Extension Notice"** means a notice under clause 6.2(1);
- (z) **"Financial Institution"** means a Bank, building society or credit union;
- (aa) **"Financial Settlement"** means the exchange of value between Financial Institutions facilitated by an ELNO System in accordance with the Financial Settlement Schedule;
- (bb) **"Financial Settlement Schedule"** means the electronic settlement schedule within the Electronic Workspace listing the source accounts and destination accounts;
- (cc) **"General Purpose Socket Outlet"** means an electrical socket outlet as defined in the *Electrical Safety Regulation 2013*;
- (dd) **"GST"** means the goods and services tax under the GST Act;
- (ee) **"GST Act"** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and includes other GST related legislation;
- (ff) **"GST Withholding Amount"** means the amount (if any) determined under section 14-250 of the Withholding Law required to be paid to the Commissioner of Taxation;
- (gg) **"Improvements"** means all fixed structures on the Lot and includes all items fixed to them (such as stoves, hot water systems, fixed carpets, curtains, blinds and their fittings, clothes lines, fixed satellite dishes and television antennae, in-ground plants) but does not include the Reserved Items;
- (hh) **"Keys"** means keys, codes or devices in the Seller's possession or control for all locks or security systems on the Property or necessary to access the Property;
- (ii) **"Outgoings"** means rates or charges on the Lot by any competent authority (for example, council rates, water rates, fire service levies) but excludes land tax if the Reference Schedule provides that *No adjustment is to be made for land tax*;
[Note: the definition of Outgoings is modified by clauses 12.2(2)(a), 13.2(2)(a) where applicable]
- (jj) **"Pest Inspector"** means a person licensed to undertake termite inspections on completed buildings under the *Queensland Building and Construction Commission Regulation 2018*;

- (kk) **"Place for Settlement"** means:
- (i) where the Seller is represented by a solicitor who has an office in Queensland, the city or town in Queensland in which the office of the Seller's Solicitor is located;
 - (ii) otherwise, within the Brisbane Central Business District;
- (ll) **"Pool Compliance Certificate"** means:
- (i) a Pool Safety Certificate under section 231C(a) of the *Building Act 1975*; or
 - (ii) a building certificate that may be used instead of a Pool Safety Certificate under section 246AN(2) of the *Building Act 1975*; or
 - (iii) an exemption from compliance on the grounds of impracticality under section 245B of the *Building Act 1975*;
- (mm) **"PPSR"** means the Personal Property Securities Register established under *Personal Property Securities Act 2009* (Cth);
- (nn) **"Property"** means:
- (i) the Lot;
 - (ii) the Improvements; and
 - (iii) the Included Chattels;
- [Note: the definition of Property is modified by clause 12.2(2)(b) or 13.2(2)(b) where applicable]
- (oo) **"Rent"** means any periodic amount payable under the Tenancies;
- (pp) **"Reserved Items"** means the Excluded Fixtures and all chattels on the Lot other than the Included Chattels;
- (qq) **"Residential Tenancy Agreement"** has the meaning in the RTRA Act;
- (rr) **"Rooming Accommodation Agreement"** has the meaning in the RTRA Act;
- (ss) **"RTRA Act"** means the *Residential Tenancies and Rooming Accommodation Act 2008*;
- (tt) **"Security Interests"** means all security interests registered on the PPSR over Included Chattels and Improvements;
- (uu) **"Seller Disclosure Statement"** means the disclosure statement and prescribed certificates given by the Seller to the Buyer under section 99(1) of the *Property Law Act 2023* (if applicable) before the Buyer signed this contract;
- (vv) **"Services"** means infrastructure for the provision of services including water, gas, electricity, telecommunications, sewerage or drainage;
- (ww) **"Site Value"** means:
- (i) in the case of non-rural land, the site value under the *Land Valuation Act 2010*; or
 - (ii) in the case of rural land, the unimproved value under the *Land Valuation Act 2010*;
- (xx) **"Smoke Alarm Requirement Provision"** has the meaning in section 147W of the *Fire Services Act 1990*;
- (yy) **"Transfer Documents"** means:
- (i) the form of transfer under the *Land Title Act 1994* required to transfer title in the Lot to the Buyer; and
 - (ii) any other document to be signed by the Seller necessary for stamping or registering the transfer;
- (zz) **"Transport Infrastructure"** has the meaning defined in the *Transport Infrastructure Act 1994*;
- (aaa) **"Unregistered Encumbrance"** has the meaning in the *Property Law Regulation 2024*; and
- (bbb) **"Withholding Law"** means Schedule 1 to the *Taxation Administration Act 1953* (Cth).

2. DEPOSIT

2.1 Payment of Deposit

- (1) The Buyer must pay the Deposit to the Deposit Holder at the times shown in the Reference Schedule. The Deposit Holder will hold the Deposit until a party becomes entitled to it.
- (2) The Buyer will be in default if it:
 - (a) does not pay the Deposit when required;
 - (b) pays the Deposit by a post-dated cheque; or
 - (c) pays the Deposit by cheque which is dishonoured on presentation.
- (3) Subject to clause 2.1(4), if the Buyer:
 - (a) effects an electronic transaction to pay all or part of the Deposit to the account of Deposit Holder on a day;
 - (b) provides written evidence to the Deposit Holder that the electronic transaction has occurred; and
 - (c) does not take any action to defer the payment to the Deposit Holder to a later day,
 the payment is taken to be received by the Deposit Holder on the day the Buyer effects the electronic transaction even if, because of circumstances beyond the Buyer's control, the payment to the Deposit Holder's account happens on a later day.
- (4) If the Buyer has complied with clause 2.1(3) but the Deposit Holder has not received the payment by the due date:
 - (a) the Seller may give the Buyer notice that the payment has not been received by the Deposit Holder; and
 - (b) if the payment has not been paid into the account of the Deposit Holder by 5pm on the date 2 Business Days after the Seller's notice under clause 2.1(4)(a) is given to the Buyer then clause 2.1(3) will not apply and the Buyer will be in default.
- (5) The Seller may recover from the Buyer as a liquidated debt any part of the Deposit which is not paid when required.

2.2 Investment of Deposit

If:

- (1) the Deposit Holder is instructed by either the Seller or the Buyer; and
 - (2) it is lawful to do so;
- the Deposit Holder must:
- (3) invest as much of the Deposit as has been paid with any Financial Institution in an interest-bearing account in the names of the parties;
 - (4) provide the parties' tax file numbers to the Financial Institution (if they have been supplied); and
 - (5) provide the parties with an account statement in respect of the account in which the Deposit is held:
 - (a) at 30 June of each year; and
 - (b) when the Deposit Holder pays the Deposit to the party entitled to it.

2.3 Entitlement to Deposit and Interest

- (1) The party entitled to receive the Deposit is:
 - (a) if this contract settles, the Seller;
 - (b) if this contract is terminated without default by the Buyer, the Buyer; and
 - (c) if this contract is terminated owing to the Buyer's default, the Seller.
- (2) The interest on the Deposit must be paid to the person who is entitled to the Deposit.
- (3) The person who is entitled to the Deposit is presently entitled to the interest on the Deposit. Until settlement or termination of this contract, the Seller is presently entitled to the interest on the Deposit.
- (4) If this contract is terminated, and the Buyer is entitled to the Deposit:

- (a) the Buyer must reimburse the Seller for any tax paid by the Seller as a result of an earlier present entitlement to interest on the Deposit; and
 - (b) the Buyer has no further claim once it receives the Deposit and any interest on the Deposit, unless the termination is due to the Seller's default or breach of warranty.
- (5) The Deposit is invested at the risk of the party who is ultimately entitled to it.

3. PURCHASE PRICE

3.1 Payment of Balance Purchase Price

On the Settlement Date, the Buyer must pay the Balance Purchase Price:

- (a) for an Electronic Settlement, by electronic funds transfer as directed by the Seller's Solicitor and/or the Seller's mortgagee in the Financial Settlement Schedule; or
- (b) otherwise, by Bank Cheque as the Seller or the Seller's Solicitor directs.

3.2 Foreign Residents Capital Gains Tax Withholding

- (1) Clause 3.2 applies if both the following apply:
 - (a) the sale is not an excluded transaction under s14-215 of the Withholding Law; and
 - (b) the Seller has not given the Buyer on or before settlement for each person comprising the Seller either:
 - (i) an ATO Clearance Certificate; or
 - (ii) a variation notice under s14-235 of the Withholding Law, which remains current at the Settlement Date, varying the CGT Withholding Amount to nil.
- (2) The Buyer must lodge a Foreign Resident Capital Gains Withholding Purchaser Notification Form with the ATO for each person comprising the Buyer and give copies to the Seller with the payment reference numbers (PRN) on or before settlement.
- (3) If settlement is to be effected by Electronic Settlement, at settlement the Financial Settlement Schedule must specify payment of the CGT Withholding Amount to the account nominated by the Commissioner of Taxation.
- (4) If settlement is not an Electronic Settlement:
 - (a) for clause 3.1(b), the Seller irrevocably directs the Buyer to draw a Bank Cheque for the CGT Withholding Amount in favour of the Commissioner of Taxation or, if the Buyer's Solicitor requests, the Buyer's Solicitor's Trust Account;
 - (b) the Seller must return the Bank Cheque in paragraph (a) to the Buyer's Solicitor (or if there is no Buyer's Solicitor, the Buyer) at settlement; and
 - (c) the Buyer must pay the CGT Withholding Amount to the ATO in accordance with section 14-200 of the Withholding Law and give the Seller evidence that it has done so within 2 Business Days of settlement occurring.
- (5) For clause 3.2(1) and section 14-215 of the Withholding Law, the market value of the CGT asset is taken to be the Purchase Price less any GST included in the Purchase Price for which the Buyer is entitled to an input tax credit unless:
 - (a) the Property includes items in addition to the Lot and Improvements; and
 - (b) no later than 2 Business Days before the Settlement Date, the Seller gives the Buyer a valuation of the Lot and Improvements prepared by a registered valuer,
 in which case the market value of the Lot and Improvements will be as stated in the valuation.

3.3 GST Withholding

- (1) If the Buyer is required to pay the GST Withholding Amount to the Commissioner of Taxation at settlement pursuant to section 14-250 of the Withholding Law:
 - (a) the Seller must give the Buyer a notice in accordance with section 14-255(1) of the Withholding Law;
 - (b) prior to settlement the Buyer must lodge with the ATO:
 - (i) a *GST Property Settlement Withholding Notification* form ("Form 1"); and
 - (ii) a *GST Property Settlement Date Confirmation* form ("Form 2");
 - (c) on or before settlement, the Buyer must give the Seller copies of:
 - (i) the Form 1;
 - (ii) confirmation from the ATO that the Form 1 has been lodged specifying the Buyer's lodgement reference number and payment reference number;
 - (iii) confirmation from the ATO that the Form 2 has been lodged; and
 - (iv) a completed ATO payment slip for the Withholding Amount.
- (2) The Buyer is taken to have complied with clause 3.3(1)(b) and 3.3(1)(c) if the Form 1 is lodged through the Electronic Workspace and the Form 2 is shown as pending settlement (however described).
- (3) If settlement is to be effected by Electronic Settlement, at settlement the Financial Settlement Schedule must specify payment of the GST Withholding Amount to the account nominated by the Commissioner of Taxation.
- (4) If settlement is not an Electronic Settlement:
 - (a) the Seller irrevocably directs the Buyer to draw a Bank Cheque for the GST Withholding Amount in favour of the Commissioner of Taxation and deliver it to the Seller at settlement; and
 - (b) the Seller must pay the GST Withholding Amount to the ATO in compliance with section 14-250 of the Withholding Law promptly after settlement.
- (5) The Buyer warrants that the statements made by the Buyer in the Reference Schedule under GST Withholding Obligations are true and correct.

3.4 Adjustments

- (1) Rent and Outgoings must be apportioned between the parties in accordance with clauses 3.4, 3.5 and 3.6 and any adjustments paid and received on settlement so that:
 - (a) the Seller is liable for Outgoings and is entitled to Rent up to and including the Settlement Date; and
 - (b) the Buyer is liable for Outgoings and is entitled to Rent after the Settlement Date.
- (2) Upon written request by the Buyer, the Seller will, before settlement, give the Buyer a written statement, supported by reasonable evidence, of:
 - (a) all Outgoings and all Rent for the Property to the extent they are not capable of discovery by search or enquiry at any office of public record or pursuant to the provisions of any statute; and
 - (b) any other information which the Buyer may reasonably require for the purpose of calculating or apportioning any Outgoings or Rent under this clause 3.4.

If the Seller becomes aware of a change to the information provided the Seller will as soon as practicable provide the updated information to the Buyer.

3.5 Outgoings

- (1) Subject to clauses 3.5(2), 3.5(4), 3.5(5) and 3.5(6), Outgoings for periods including the Settlement Date must be adjusted:
 - (a) for those paid, on the amount paid;
 - (b) for those assessed but unpaid, on the amount payable (excluding any discount); and
 - (c) for those not assessed:
 - (i) on the amount the relevant authority advises will be assessed (excluding any discount); or
 - (ii) if no advice on the assessment to be made is available, on the amount of the latest separate assessment (excluding any discount).
- (2) If there is no separate assessment of rates for the Lot at the Settlement Date and the Local Government informs the Buyer that it will not apportion rates between the Buyer and the Seller, then:
 - (a) the amount of rates to be adjusted is that proportion of the assessment equal to the ratio of the area of the Lot to the area of the parcel in the assessment; and
 - (b) if an assessment of rates includes charges imposed on a "per lot" basis, then the portion of those charges to be adjusted is the amount assessed divided by the number of lots in that assessment.
- (3) The Seller is liable for land tax assessed on the Lot for the financial year current at the Settlement Date. If land tax is unpaid at the Settlement Date and the Queensland Revenue Office advises that it will issue a final clearance for the Lot on payment of a specified amount, then:
 - (a) if settlement is to be effected by Electronic Settlement, at settlement the Financial Settlement Schedule must specify payment of the specified amount to the account nominated by the Commissioner of State Revenue;
 - (b) otherwise, the Seller irrevocably directs the Buyer to draw a Bank Cheque for the specified amount from the Balance Purchase Price at settlement and the Buyer must pay it promptly to the Queensland Revenue Office.
- (4) If the Reference Schedule states that:
 - (a) *Land tax is to be adjusted on a single holding basis*, land tax must be adjusted on the assessment that the Queensland Revenue Office would issue to the Seller for the land tax year current at the Settlement Date if the Lot was the Seller's only land; or
 - (b) *Land tax is to be adjusted on the Seller's actual land tax liability*, land tax must be adjusted on the actual assessment that the Queensland Revenue Office has issued or will issue to the Seller for the land tax year current at the Settlement Date.
- (5) For clause 3.5(4), if there is no separate Site Value for the Lot, the land tax for the Lot shall be calculated on a notional Site Value equal to:

$$SV \times \frac{LA}{PA}$$

where:

SV means the Site Value of the land which includes the Lot and has a separate Site Value (the "**Parent Lot**")

LA means the area of the Lot

PA means the area of the Parent Lot.

[Note: this clause is modified by clauses 12.4 and 13.4 where applicable]

- (6) Any Outgoings assessable on the amount of water used must be adjusted on the charges that would be assessed on the total water usage for the assessment period, determined by assuming that the actual rate of usage shown by the meter reading made before settlement continues throughout the assessment period. The Buyer must obtain and pay for the meter reading.
- (7) If any Outgoings are assessed but unpaid at the Settlement Date, then:
 - (a) if settlement is to be effected by Electronic Settlement, at settlement the Financial Settlement Schedule must specify payment of the amount payable to the relevant authority;
 - (b) otherwise, the Seller irrevocably directs the Buyer to draw a Bank Cheque for the amount payable from the Balance Purchase Price at settlement and pay it promptly to the relevant authority.

If an amount is deducted under this clause, the relevant Outgoing will be treated as paid at the Settlement Date for the purposes of clause 3.5(1).

3.6 Rent

- (1) Rent for any rental period ending on or before the Settlement Date belongs to the Seller and is not adjusted at settlement.
- (2) Unpaid Rent for the rental period including both the Settlement Date and the following day ("**Current Period**") is not adjusted until it is paid.
- (3) Rent already paid for the Current Period or beyond must be adjusted at settlement.
- (4) If Rent payments are reassessed after the Settlement Date for periods including the Settlement Date, any additional Rent payment from a Tenant or refund due to a Tenant must be apportioned under clauses 3.6(1), 3.6(2) and 3.6(3).
- (5) Payments under clause 3.6(4) must be made within 14 days after notification by one party to the other but only after any additional payment from a Tenant has been received.

3.7 Cost of Bank Cheques

If settlement is not an Electronic Settlement:

- (a) the cost of Bank Cheques payable at settlement:
 - (i) to the Seller or its mortgagee are the responsibility of the Buyer; and
 - (ii) to parties other than the Seller or its mortgagee are the responsibility of the Seller and the Seller will reimburse this cost to the Buyer as an adjustment at settlement; and
- (b) the Seller is not entitled to require payment of the Balance Purchase Price by means other than Bank Cheque without the consent of the Buyer.

4. CONDITIONS

4.1 Finance

- (1) This contract is conditional on the Buyer obtaining approval of a loan for the Finance Amount from the Financier by the Finance Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain approval.
- (2) The Buyer must give notice to the Seller that:
 - (a) approval has not been obtained by the Finance Date and the Buyer terminates this contract; or
 - (b) the finance condition has been either satisfied or waived by the Buyer.
- (3) The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 4.1(2) by 5pm on the Finance Date. This is the Seller's only remedy for the Buyer's failure to give notice.

- (4) The Seller's right under clause 4.1(3) is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 4.1(2).

4.2 Building and Pest Inspection

- (1) This contract is conditional upon the Buyer obtaining a written building report from a Building Inspector and a written pest report from a Pest Inspector (which may be a single report) on the Property by the Inspection Date on terms satisfactory to the Buyer. The Buyer must take all reasonable steps to obtain the reports (subject to the right of the Buyer to elect to obtain only one of the reports).
- (2) The Buyer must give notice to the Seller that:
 - (a) a satisfactory Inspector's report under clause 4.2(1) has not been obtained by the Inspection Date and the Buyer terminates this contract. The Buyer must act reasonably; or
 - (b) clause 4.2(1) has been either satisfied or waived by the Buyer.
- (3) If the Buyer terminates this contract and the Seller asks the Buyer for a copy of the building and pest reports, the Buyer must give a copy of each report to the Seller without delay.
- (4) The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 4.2(2) by 5pm on the Inspection Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- (5) The Seller's right under clause 4.2(4) is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 4.2(2).

4.3 Consent to Transfer of State Lease

- (1) If the Lot sold is leasehold, this contract is conditional on the Seller obtaining any necessary consent to the transfer of the lease to the Buyer by the Settlement Date.
- (2) The Seller must apply for the consent required as soon as possible.
- (3) The Buyer must do everything reasonably required to help obtain this consent.

[Note: If clause 12.3 or 13.3 applies, the contract is also conditional on the Buyer's satisfaction with the Body Corporate's records]

5. SETTLEMENT

5.1 Time and Date

Settlement must occur by 4pm AEST on the Settlement Date.

5.2 Electronic Settlement

- (1) Settlement must be effected by Electronic Settlement unless the form of transfer under the *Land Title Act 1994* required to transfer title in the Lot to the Buyer is not a required instrument to which section 5(1) of the *Land Title Regulation 2022* applies other than as a result of section 5(2)(a)(ii).
- (2) If settlement is to be effected by Electronic Settlement:
 - (a) the Seller must nominate the ELNO System to be used for the Electronic Settlement. Despite clause 11.3(9), the Seller may nominate the ELNO System by sending or accepting an invitation to an Electronic Workspace in an ELNO System;
 - (b) clause 5.2(2)(a) does not prevent the Buyer using an ELNO System which is interoperable with the ELNO System nominated by the Seller;
 - (c) the parties must:
 - (i) ensure that the Electronic Workspace is completed and all Electronic Conveyancing Documents and the Financial Settlement Schedule are Digitally Signed prior to settlement; and

- (ii) do everything else required in the Electronic Workspace or otherwise to enable settlement to occur on the Settlement Date;
- (d) if the parties cannot agree on a time for settlement, the time to be nominated in the Electronic Workspace is 4pm AEST;
- (e) if any part of the Purchase Price is to be paid to discharge an Outgoing:
 - (i) the Buyer may, by notice in writing to the Seller, require that the amount is paid to the Buyer's Solicitor's trust account and the Buyer is responsible for paying the amount to the relevant authority;
 - (ii) for amounts to be paid to destination accounts other than the Buyer's Solicitor's trust account, the Seller must give the Buyer a copy of the current account for the Outgoing to enable the Buyer to verify the destination account details in the Financial Settlement Schedule;
- (f) if the Deposit is required to discharge any Encumbrance or pay an Outgoing at settlement:
 - (i) the Deposit Holder must, if directed by the Seller at least 2 Business Days before settlement, pay the Deposit (and any interest accrued on investment of the Deposit) less commission as clear funds to the Seller's Solicitor;
 - (ii) the Buyer and the Seller authorise the Deposit Holder to make the payment in clause 5.2(2)(f)(i);
 - (iii) the Seller's Solicitor will hold the money as Deposit Holder under the Contract;
 - (iv) the Seller and Buyer authorise the Seller's Solicitor to pay the money as directed by the Seller in accordance with the Financial Settlement Schedule;
- (g) each party must pay its own fees and charges of using the relevant ELNO System for Electronic Settlement;
- (h) a party is not in default to the extent it is prevented from complying with an obligation because the other party or the other party's Financial Institution has done or not done something in the Electronic Workspace (for example, failing to complete details necessary to enable the other party to complete or sign the Electronic Workspace);
- (i) any rights under the contract or at law to terminate the contract may not be exercised during the time the Electronic Workspace is locked for Electronic Settlement; and
- (j) Electronic Settlement is taken to occur when Financial Settlement is effected, whether or not Electronic Lodgement has occurred.

5.3 Place for Settlement

- (1) An Electronic Settlement will be deemed to take place in the Place for Settlement.
- (2) If the settlement is not an Electronic Settlement, subject to clause 5.3(3), settlement must be effected in the Place for Settlement at the office of a solicitor, Financial Institution or settlement agent nominated by the Seller.
- (3) If the Seller has not nominated an office under clause 5.3(2) or the parties have not otherwise agreed where settlement is to occur by 5pm on the date 2 Business Days before the Settlement Date, section 76(2)(b) of the *Property Law Act 2023* applies.

5.4 Transfer Documents

If the settlement is not an Electronic Settlement:

- (a) the Transfer Documents must be prepared by the Buyer and delivered to the Seller a reasonable time before the Settlement Date; and
- (b) if the Buyer pays the Seller's reasonable expenses, it may require the Seller to produce the Transfer Documents at the Queensland Revenue Office nearest the Place for Settlement for stamping before settlement.

5.5 Documents and Keys at Settlement

- (1) In exchange for payment of the Balance Purchase Price and the documents to be provided by the Buyer under clause 12.6 or 13.6 (if applicable), the Seller must deliver to the Buyer at settlement:
 - (a) unstamped Transfer Documents capable of immediate registration after stamping; and
 - (b) any instrument necessary to release any Encumbrance over the Property in compliance with the Seller's obligation in clause 7.2; and
 - (c) if requested by the Buyer not less than 2 Business Days before the Settlement Date, the Keys; and
 - (d) if there are Tenancies:
 - (i) the Seller's copy of any Tenancy agreements;
 - (ii) a notice to each Tenant advising of the sale in the form required by law; and
 - (iii) any notice required by law to transfer to the Buyer the Seller's interest in any Bond; and
 - (e) if the Property has been subject to a Residential Tenancy Agreement or Rooming Accommodation Agreement at any time within the period of 12 months before the Contract Date:
 - (i) for any Tenancies, evidence of the day of the last rent increase for each part of the Property before those Tenancies were entered into; and
 - (ii) for any part of the Property not subject to a Tenancy at settlement, evidence of the day of the last rent increase for that part of the Property, sufficient to satisfy section 93A or 105C of the RTRA Act; and
 - (f) a copy of a current Pool Compliance Certificate for each regulated pool on the Lot unless:
 - (i) the Seller has given the Buyer a current (at the time it was given) Pool Compliance Certificate before settlement; or
 - (ii) the Seller has given the Buyer a notice under section 28 of the *Building Regulation 2021* (Notice of No Pool Safety Certificate) before entry into this contract; and
 - (g) if clause 10.8 applies, a Tax Invoice.
- (2) If the Keys are not required to be delivered at Settlement under clause 5.5(1)(c), the Seller must deliver the Keys to the Buyer on or before settlement. The Seller may discharge its obligation under this provision by authorising the Seller's Agent to release the Keys to the Buyer.
- (3) For an Electronic Settlement, the Seller will be taken to have complied with clause 5.5(1) if:
 - (a) in relation to documents which are suitable for Electronic Lodgement in the Land Registry at settlement, the documents are Digitally Signed within the Electronic Workspace; and

- (b) in relation to any other document or thing, the Seller's Solicitor:
 - (i) confirms in writing prior to settlement that it holds all relevant documents which are not suitable for Electronic Lodgement and all Keys (if requested under clause 5.5(1)(c)) in escrow on the terms contained in the QLS E-Conveyancing Guidelines; and
 - (ii) gives a written undertaking to send the documents and Keys (if applicable) to the Buyer or Buyer's Solicitor no later than 2 Business Days after settlement; and
 - (iii) if requested by the Buyer, provides copies of documents in the Seller's Solicitor's possession.

5.6 Assignment of Covenants and Warranties

At settlement, the Seller assigns to the Buyer the benefit of all:

- (1) covenants by the Tenants under the Tenancies;
- (2) guarantees and Bonds (subject to the requirements of the RTRA Act) supporting the Tenancies;
- (3) manufacturer's warranties regarding the Included Chattels; and
- (4) builders' warranties on the Improvements, to the extent they are assignable. However, the right to recover arrears of Rent is not assigned to the Buyer and section 140 of the *Property Law Act 2023* does not apply.

5.7 Possession of Property

On the Settlement Date, in exchange for the Balance Purchase Price, the Seller must give the Buyer vacant possession of the Lot and the Improvements except for the Tenancies.

5.8 Title to Included Chattels

Title to the Included Chattels passes at settlement.

5.9 Removal of Reserved Items

- (1) The Seller must remove the Reserved Items from the Property before settlement.
- (2) The Seller must repair at its expense any damage done to the Property in removing the Reserved Items. If the Seller fails to do so, the Buyer may repair that damage.
- (3) Any Reserved Items not removed before settlement will be considered abandoned and the Buyer may, without limiting its other rights, complete this contract and appropriate those Reserved Items or dispose of them in any way.
- (4) The Seller indemnifies the Buyer against any damages and expenses resulting from the Buyer's actions under clauses 5.9(2) or 5.9(3).

6. TIME

6.1 Time of the Essence

Time is of the essence of this contract, except regarding any agreement between the parties on a time of day for settlement before 4pm.

6.2 Extension of Settlement Date

- (1) Despite clause 6.1, either party may, at any time up to 4pm on the Settlement Date, extend the Settlement Date by giving a notice under this clause (an "**Extension Notice**") nominating a new date for settlement which must be no later than 5 Business Days after the Scheduled Settlement Date.
- (2) The Settlement Date will be the date specified in the Extension Notice and time is of the essence in respect of this date.

- (3) More than one Extension Notice may be given under clause 6.2(1) but the new date for settlement nominated in an Extension Notice may not be a date later than 5 Business Days after the Scheduled Settlement Date.
- (4) In this clause 6.2, "**Scheduled Settlement Date**" means the Settlement Date specified in the Reference Schedule as extended:
- under section 79, 80 or 81 of the *Property Law Act 2023*;
 - under clause 6.3; or
 - by agreement of the parties, but excluding any extension of the Settlement Date as a result of the operation of this clause 6.2.

6.3 Extension of Settlement Date – Late Unsigning

- If:
- the Settlement is an Electronic Settlement;
 - the unsigning of a party to the Electronic Workspace occurs between 3pm and 4pm on the Settlement Date due to a change made to the Electronic Workspace by another party to the Electronic Workspace;
 - any party to the Electronic Workspace has not re-signed the Workspace by 4pm; and
 - the Settlement Date has not previously been extended under this clause 6.3,

the Settlement Date will be automatically extended to the following Business Day, unless otherwise agreed by the Buyer and Seller and time is of the essence in respect of this date.

7. MATTERS AFFECTING THE PROPERTY

7.1 Title

The Lot is sold subject to:

- any reservations or conditions on the title or the original Deed of Grant (if freehold); or
- the Conditions of the State Lease (if leasehold).

7.2 Encumbrances

The Property is sold free of all Encumbrances other than the Title Encumbrances and Tenancies.

7.3 Requisitions

The Buyer may not deliver any requisitions or enquiries on title.

7.4 Seller's Warranties

- (1) Subject to clause 7.8, the Seller warrants that, at the Contract Date:
- there is no outstanding enforcement notice under section 248 of the *Building Act 1975* or section 168 of the *Planning Act 2016* that affects the Property;
 - there is no outstanding show cause notice under section 246AG(1) or 247 of the *Building Act 1975* or section 167 of the *Planning Act 2016* that affects the Property;
 - the Seller has not received any other communication from a competent authority that may lead to the issue of a notice referred to in clause 7.4(1)(a), 7.4(1)(b) or an Enforcement Notice;
 - there are no current or threatened claims or proceedings which may lead to a Court order or writ of execution affecting the Property;
 - there is no outstanding obligation on the Seller to give notice to the administering authority under the *Environmental Protection Act 1994* of a notifiable activity being conducted on the Lot; and

- the Seller is not aware of any facts or circumstances that may lead to the Lot being classified as contaminated land within the meaning of the *Environmental Protection Act 1994*.
- (2) Subject to clause 7.8, the Seller warrants that, at settlement:
- if the Lot is freehold: it will be the registered owner of an estate in fee simple in the Lot and will own the rest of the Property;
 - if the Lot is leasehold: it will be the registered lessee, the lease is not liable to forfeiture because of default under the lease, and it will own the rest of the Property;
 - it will be capable of completing this contract (unless the Seller dies or becomes mentally incapable after the Contract Date); and
 - there will be no unsatisfied Court order or writ of execution affecting the Property.
- (3) Subject to clause 7.8, if the Seller breaches a warranty in clause 7.4(1) or 7.4(2), without limiting any other remedy, the Buyer may terminate this contract by notice to the Seller given before settlement.
- (4) The Seller warrants that:
- the statements made by the Seller in the Reference Schedule under Residential Tenancy Agreements and Rooming Accommodation Agreements are true and correct; and
 - if there are Tenancies, the current rent complies with the requirements of sections 91 and 93 of the RTRA Act, as those sections applied on the date of each Tenancy.
- (5) If the Seller's warranty in clause 7.4(4) is incorrect, the Buyer's only remedy against the Seller is for compensation. The Buyer may not delay settlement or withhold any part of the Balance Purchase Price because of any compensation claim under clause 7.4(5).
- (6) The Seller does not warrant that the Present Use is lawful.

7.5 Survey and Mistake

- (1) The Buyer may survey the Lot.
- (2) If:
- there is an error in the boundaries or area of the Lot;
 - there is an encroachment by structures onto or from the Lot;
 - there are Services that pass through the Lot which do not service the Lot and are not protected by any Encumbrance to which this sale is subject; or
 - there is a mistake or omission in this contract in describing the Property or the Seller's title to it, which is material, the Buyer may terminate this contract by notice to the Seller given before settlement.
- (3) If a matter referred to in clause 7.5(2) is:
- immaterial; or
 - material, but the Buyer elects to complete this contract,
- the Buyer's only remedy against the Seller is for compensation, but only if claimed by the Buyer in writing on or before settlement.
- (4) The Buyer may not delay settlement or withhold any part of the Balance Purchase Price because of any compensation claim under clause 7.5(3).

7.6 Requirements of Authorities

- (1) Any Enforcement Notice issued before the Contract Date must be fully complied with by the Seller before the Settlement Date unless details of the Enforcement Notice were disclosed to the Buyer in accordance with clause 7.8.
- (2) If the Seller fails to comply with clause 7.6(1), the Buyer is entitled to claim the reasonable cost of complying with the Enforcement Notice from the Seller after settlement as a debt.
- (3) The Buyer must comply with any Enforcement Notice:
 - (a) issued on or after the Contract Date; or
 - (b) issued before the Contract Date if details of the Enforcement Notice were disclosed to the Buyer in accordance with clause 7.8.
- (4) However, if any Enforcement Notice referred to in clause 7.6(3) is required to be complied with before the Settlement Date:
 - (a) the Seller must comply with the Enforcement Notice; and
 - (b) at settlement, the Buyer must pay the reasonable costs incurred by the Seller in doing so,unless the Buyer directs the Seller not to and indemnifies the Seller against any liability incurred for failure to comply with the Enforcement Notice.
- (5) Nothing in this clause 7.6 limits any claim for a breach of the Seller's warranties in clauses 7.4(1)(a), (b) and (c).

7.7 Property Adversely Affected

- (1) Subject to clause 7.8, if at the Contract Date:
 - (a) the Present Use is not lawful under the relevant planning scheme;
 - (b) the Lot is affected by a proposal of any competent authority to alter the dimensions of any Transport Infrastructure or locate Transport Infrastructure on the Lot;
 - (c) access to the Lot passes unlawfully through other land;
 - (d) any Services to the Lot which pass through other land are not protected by a registered easement, building management statement or by statutory authority;
 - (e) any competent authority has issued a current notice of intention to resume, regarding any part of the Lot;
 - (f) there is an outstanding condition of a development approval attaching to the Lot under section 73 of the *Planning Act 2016* or section 96 of the *Economic Development Queensland Act 2012* which, if complied with, would constitute a material mistake or omission in the Seller's title under clause 7.5(2)(d);
 - (g) the Property is affected by the *Queensland Heritage Act 1992* or is included in the World Heritage List; or
 - (h) the Property is declared acquisition land under the *Queensland Reconstruction Authority Act 2011*,the Buyer may terminate this contract by notice to the Seller given before settlement.
- (2) If the Buyer settles this contract, the Buyer will be treated as having accepted the Property subject to all of the matters referred to in clause 7.7(1).

7.8 Effect of Pre-Contract Disclosure

- (1) Clauses 7.4(1), 7.4(2), 7.5, 7.6(1) and 7.7 do not apply to the extent that any relevant fact or circumstance has been disclosed by the Seller to the Buyer:
 - (a) in this contract; or
 - (b) in the Seller Disclosure Statement; or
 - (c) otherwise in writing before the Buyer signed this contract.
- (2) If the Seller is required to comply with section 99 of the *Property Law Act 2023* in relation to this contract:
 - (a) the Buyer may not terminate the contract under clause 7.4(3) for a breach of the Seller's warranties in clauses 7.4(1)(a) and 7.4(1)(b); and
 - (b) clauses 7.7(1)(e) and (g) do not apply.

[Note in this case the Buyer's rights are governed by section 104 of the Property Law Act 2023]

7.9 Compliant Smoke Alarms

- (1) The Seller must install smoke alarms in any domestic dwelling on or comprising the Lot in accordance with the Smoke Alarm Requirement Provision by the Settlement Date.
- (2) If the Seller fails to comply with clause 7.9(1), the Buyer is entitled to an adjustment at settlement equal to 0.15% of the Purchase Price but only if claimed by the Buyer in writing on or before settlement. This is the Buyers only remedy for non-compliance with clause 7.9(1).
- (3) Nothing in this clause requires the Seller to provide evidence of compliance with clause 7.9(1).

7.10 Dividing Fences

Notwithstanding any provision in the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011*, the Seller need not contribute to the cost of building any dividing fence between the Lot and any adjoining land owned by it. The Buyer waives any right to claim contribution from the Seller.

7.11 Authority for Buyer's Searches

The Seller authorises the Buyer to inspect records held by any authority, including Security Interests on the PPSR, relating to the Property.

8. RIGHTS AND OBLIGATIONS UNTIL SETTLEMENT

8.1 Risk

The Property is at the Buyer's risk from 5pm on the first Business Day after the Contract Date.

8.2 Access

After reasonable notice to the Seller, the Buyer and its consultants may enter the Property:

- (1) once to read any meter;
- (2) for inspections under clause 4.2;
- (3) once to value the Property;
- (4) once to carry out an inspection for smoke alarms installed in any domestic dwelling on or comprising the Lot; and
- (5) once to inspect the Property before settlement.

8.3 Seller's Obligations After Contract Date

- (1) The Seller must use the Property reasonably until settlement. The Seller must not do anything regarding the Property or Tenancies that may significantly alter them or result in later expense for the Buyer.
- (2) The Seller must promptly upon receiving any notice, proceeding or order that affects the Property or requires work or expenditure on the Property, give a copy to the Buyer.

- (3) Without limiting clause 8.3(1), the Seller must not without the prior written consent of the Buyer, give any notice or seek or consent to any order that affects the Property or make any agreement affecting the Property that binds the Buyer.

8.4 Information Regarding the Property

Upon written request of the Buyer but in any event before settlement, the Seller must give the Buyer:

- (1) copies of all documents relating to any unregistered interests in the Property;
- (2) full details of the Tenancies to allow the Buyer to properly manage the Property after settlement, including the following documents if requested by the Buyer at least 7 days before settlement and provided the documents are in the Seller's possession:
 - (a) the entry condition report;
 - (b) the most recent routine inspection report;
 - (c) the RTA Form 2 Bond Lodgement form; and
 - (d) the current Tenant's tenancy application;
- (3) sufficient details (including the date of birth of each Seller who is an individual) to enable the Buyer to undertake a search of the PPSR;
- (4) the Local Government rate account number for the Lot; and
- (5) further copies or details if those previously given cease to be complete and accurate.

8.5 Possession Before Settlement

If possession is given before settlement:

- (1) the Buyer must maintain the Property in substantially its condition at the date of possession, fair wear and tear excepted;
- (2) entry into possession is under a licence personal to the Buyer revocable at any time and does not:
 - (a) create a relationship of landlord and tenant; or
 - (b) waive the Buyer's rights under this contract;
- (3) the Buyer must insure the Property to the Seller's satisfaction; and
- (4) the Buyer indemnifies the Seller against any expense or damages incurred by the Seller as a result of the Buyer's possession of the Property.

9. PARTIES' DEFAULT

9.1 Seller and Buyer May Affirm or Terminate

- (1) If the Seller or Buyer, as the case may be, fails to comply with an Essential Term, or makes a fundamental breach of an intermediate term, the Seller (in the case of the Buyer's default) or the Buyer (in the case of the Seller's default) may affirm or terminate this contract under this clause.
- (2) Clause 9.1 does not limit any other right or remedy of the parties including those under this Contract or any right at law or in equity.

9.2 If Seller Affirms

If the Seller affirms this contract under clause 9.1, it may sue the Buyer for:

- (1) damages;
- (2) specific performance; or
- (3) damages and specific performance.

9.3 If Buyer Affirms

If the Buyer affirms this contract under clause 9.1, it may sue the Seller for:

- (1) damages;
- (2) specific performance; or
- (3) damages and specific performance.

9.4 If Seller Terminates

If the Seller terminates this contract under clause 9.1, it may do all or any of the following:

- (1) resume possession of the Property;
- (2) forfeit the Deposit and any interest earned;
- (3) sue the Buyer for damages;
- (4) resell the Property.

9.5 If Buyer Terminates

If the Buyer terminates this contract under clause 9.1, it may do all or any of the following:

- (1) recover the Deposit and any interest earned;
- (2) sue the Seller for damages.

9.6 Seller's Resale

- (1) If the Seller terminates this contract and resells the Property, the Seller may recover from the Buyer as liquidated damages:
 - (a) any deficiency in price on a resale; and
 - (b) its expenses connected with any repossession, any failed attempt to resell, and the resale, provided the resale settles within 2 years of termination of this contract.
- (2) Any profit on a resale belongs to the Seller.

9.7 Seller's Damages

The Seller may claim damages for any loss it suffers as a result of the Buyer's default, including its legal costs on an indemnity basis.

9.8 Buyer's Damages

The Buyer may claim damages for any loss it suffers as a result of the Seller's default, including its legal costs on an indemnity basis.

9.9 Interest on Late Payments

- (1) The Buyer must pay interest at the Default Interest Rate:
 - (a) on any amount payable under this contract which is not paid when due; and
 - (b) on any judgement for money payable under this contract.
- (2) Interest continues to accrue:
 - (a) under clause 9.9(1)(a), from the date it is due until paid; and
 - (b) under clause 9.9(1)(b), from the date of judgement until paid.
- (3) Any amount payable under clause 9.9(1)(a) in respect of a period prior to settlement must be paid by the Buyer at settlement. If this contract is terminated or if any amount remains unpaid after settlement, interest continues to accrue.
- (4) Nothing in this clause affects any other rights of the Seller under this contract or at law.

10. GST

10.1 Definitions

- (1) Words and phrases defined in the GST Act have the same meaning in this contract unless the context indicates otherwise.
- (2) A reference to a party paying an amount of GST, or receiving an Input Tax Credit, includes that amount being paid or received by its Representative Member, Joint Venture Operator or other similar person.

10.2 No GST is payable or Purchase Price includes GST

If the GST section of the Reference Schedule specifies that *No GST is payable or Purchase Price includes GST* or is not completed, this clause 10.2 applies and the Buyer is not obliged to pay any additional amount to the Seller on account of GST on the Supply of the Property.

10.3 Purchase Price Does Not Include GST

If the GST section of the Reference Schedule specifies that *the Buyer must pay GST in addition to the Purchase Price*, this clause 10.3 applies and the Buyer must on the Settlement Date pay to the Seller in addition to the Purchase Price an amount equivalent to the amount payable by the Seller as GST on the Supply of the Property.

10.4 Margin Scheme

If the GST section of the Reference Schedule specifies *Margin Scheme* this clause 10.4 applies and:

- (1) the Purchase Price includes the Seller's liability for GST on the Supply of the Property. The Buyer is not obliged to pay any additional amount to the Seller on account of GST on the Supply of the Property.
- (2) the Seller:
 - (a) must apply the Margin Scheme to the Supply of the Property; and
 - (b) warrants that the Margin Scheme is able to be applied;
- (3) if the Seller breaches clause 10.4(2)(a) or its warranty under clause 10.4(2)(b) then:
 - (a) the Buyer may terminate this contract if it becomes aware of the breach prior to the Settlement Date;
 - (b) if the Buyer does not terminate this contract under clause 10.4(3)(a) or does not become aware of the breach until after the Settlement Date, it must pay to the Seller an amount equal to the Input Tax Credit which the Buyer will receive for GST payable for the Supply of the Property. Payment must be made when the Buyer receives the benefit of the Input Tax Credit;
 - (c) the Buyer is entitled to compensation from the Seller for any loss incurred as a result of the breach of clause 10.4(2).

10.5 Going Concern

If the GST section of the Reference Schedule specifies *Going Concern* this clause 10.5 applies and:

- (1) the Purchase Price does not include any amount for GST;
- (2) the parties agree the Supply of the Property is a Supply (or part of a Supply) of a Going Concern;
- (3) the Seller warrants that:
 - (a) between the Contract Date and the Settlement Date the Seller will carry on the Enterprise; and
 - (b) the Property (together with any other things that must be provided by the Seller to the Buyer at the Settlement Date under a related agreement for the same Supply) is all of the things necessary for the continued operation of the Enterprise;
- (4) the Buyer warrants that at the Settlement Date it is Registered or Required to be Registered under the GST Act;
- (5) if either of the warranties in clause 10.5(3) is breached:
 - (a) the Buyer may terminate this contract if it becomes aware of the breach prior to the Settlement Date;
 - (b) if the Buyer does not terminate this contract then, at the Settlement Date, the Buyer must pay to the Seller the amount payable by the Seller as GST on the Supply of the Property;

- (c) if the Buyer does not become aware of the breach until after the Settlement Date, it must pay to the Seller an amount equal to the Input Tax Credit which the Buyer will receive for GST payable in respect of the Supply of the Property. Payment must be made when the Buyer receives the benefit of the Input Tax Credit;
 - (d) the Buyer is entitled to compensation from the Seller for any loss incurred as a result of the breach of the warranty;
- (6) if the warranty in clause 10.5(4) is not correct the Buyer must pay to the Seller an amount equal to the GST payable in respect of the Supply of the Property, including any interest and penalties payable by the Seller in respect of this Supply. Payment must be made at the Settlement Date or, if settlement has occurred, immediately upon receipt of a Tax Invoice in accordance with clause 10.8;
- (7) if for any reason other than a breach of a warranty by the Seller or the Buyer this transaction is not a Supply of a Going Concern, the Buyer must pay to the Seller the amount payable by the Seller as GST on the Supply of the Property. Payment must be made at the Settlement Date or, if settlement has occurred, immediately upon receipt of a Tax Invoice in accordance with clause 10.8.

10.6 Farm Land

If the GST section of the Reference Schedule specifies *Farm Land* this clause 10.6 applies and:

- (1) the Purchase Price does not include any amount for GST;
- (2) the parties agree the Supply of the Property is a Supply (or part of a Supply) of farm land for farming;
- (3) the Seller warrants that:
 - (a) a Farming Business has been carried on the Property for at least five years preceding the day of the Supply; and
 - (b) the Farming Business will continue until the day of the Supply.
- (4) the Buyer warrants that it intends to carry on a Farming Business on the Property;
- (5) if either of the warranties in clause 10.6(3) is breached:
 - (a) the Buyer may terminate this contract if it becomes aware of the breach prior to the Settlement Date;
 - (b) if the Buyer does not terminate this contract then, at the Settlement Date, the Buyer must pay to the Seller the amount payable by the Seller as GST on the Supply of the Property;
 - (c) if the Buyer does not become aware of the breach until after the Settlement Date, it must pay to the Seller an amount equal to the Input Tax Credit which the Buyer will receive for GST payable in respect of the Supply of the Property. Payment must be made when the Buyer receives the benefit of the Input Tax Credit;
 - (d) the Buyer is entitled to compensation from the Seller for any loss incurred as a result of the breach of the warranty;
- (6) if the warranty in clause 10.6(4) is not correct the Buyer must pay to the Seller an amount equal to the GST payable in respect of the Supply of the Property, including any interest and payables payable by the Seller in respect of this Supply. Payment must be made at the Settlement Date or, if settlement has occurred, immediately upon receipt of a Tax Invoice in accordance with clause 10.8;

- (7) if for any reason other than a breach of a warranty by the Seller or the Buyer this transaction is not a Supply of farm land for farming, the Buyer must pay to the Seller the amount payable by the Seller as GST on the Supply of the Property. Payment must be made at the Settlement Date or, if settlement has occurred, immediately upon receipt of a Tax Invoice in accordance with clause 10.8.

10.7 Adjustments

- (1) Where this contract requires an adjustment or apportionment of Outgoings or Rent, that adjustment or apportionment must be made to:
 - (a) the amount of the Outgoing, exclusive of any GST for which an Input Tax Credit may be claimed; and
 - (b) the amount of Rent or profit excluding an amount of GST which must be paid to the Australian Taxation Office.
- (2) The GST payable under clause 10.3 is correspondingly increased or decreased by any subsequent adjustment to the amount of GST for the Supply for which the Supplier is liable, however caused.

10.8 Tax Invoice

Where GST is payable on the Supply of the Property, the Seller must give to the Buyer a Tax Invoice at the Settlement Date or on any later date on which the Buyer is required to pay GST under clause 10.5 or 10.6.

10.9 Remedies

The remedies provided in clauses 10.4(3), 10.5(5), 10.5(6), 10.6(5) and 10.6(6) are in addition to any other remedies available to the aggrieved party.

11. GENERAL

11.1 Foreign Buyer Approval

The Buyer warrants that either:

- (a) the Buyer's purchase of the Property is not a notifiable action; or
- (b) the Buyer has received a no objection notification, under the *Foreign Acquisitions and Takeovers Act 1975*.

11.2 Duty

The Buyer must pay all duty on this contract.

11.3 Notices

- (1) Notices under this contract must be in writing.
- (2) Notices under this contract or notices required to be given by law may be given and received by the party's solicitor.
- (3) Notices under this contract or notices required to be given by law may be given by:
 - (a) delivering or posting to the other party or its solicitor; or
 - (b) sending it to the email address of the other party or its solicitor stated in the Reference Schedule (or another email address notified by the recipient to the sender).
- (4) Subject to clause 11.3(5), a notice given after this contract is entered into in accordance with clause 11.3(3) will be treated as given:
 - (a) 5 Business Days after posting; or
 - (b) if sent by email, at the time it is sent.
- (5) Notices given by personal delivery or by email between 5pm on a Business Day (the "first Business Day") and 9am on the next Business Day (the "second Business Day") will be treated as given or delivered at 9am on the second Business Day.
- (6) If two or more notices are treated as given at the same time under clause 11.3(5), they will be treated as given in the order in which they were sent or delivered.

- (7) Notices or other written communications by a party's solicitor (for example, varying the Inspection Date, Finance Date or Settlement Date) will be treated as given with that party's authority.
- (8) Subject to the requirements of any law, for the purposes of clause 11.3(3)(b) and clause 11.5 the notice or information may be contained within an email, as an attachment to an email or located in an electronic repository accessible by the recipient by clicking a link in an email.
- (9) A communication given using a messaging system in an ELNO System is not a notice for the purpose of this contract.

11.4 Electronic Signing

If this contract is signed by any person using an Electronic Signature, the Buyer and the Seller:

- (a) agree to enter into this contract in electronic form; and
- (b) consent to either or both parties signing the contract using an Electronic Signature.

11.5 Pre-contract Disclosure

The Buyer consents to the Seller's use of electronic communication to give any notice or information required by law to be given to the Buyer (including a Seller Disclosure Statement) which was given before the Buyer signed this contract.

11.6 Business Days

- (1) If the Settlement Date, Finance Date or Inspection Date fall on a day that is not a Business Day, then it falls on the next Business Day.
- (2) If anything else (other than payment of all or part of the Deposit) is required to be done on a day that is not a Business Day, it must be done instead on the next Business Day.

11.7 Rights After Settlement

Despite settlement and registration of the transfer, any term of this contract that can take effect after settlement or registration remains in force.

11.8 Further Acts

If requested by the other party, each party must, at its own expense, do everything reasonably necessary to give effect to this contract.

11.9 Severance

If any term or part of a term of this contract is or becomes legally ineffective, invalid or unenforceable in any jurisdiction it will be severed and the effectiveness, validity or enforceability of the remainder will not be affected.

11.10 Interpretation

(1) Plurals and Genders

Reference to:

- (a) the singular includes the plural and the plural includes the singular;
- (b) one gender includes each other gender;
- (c) a person includes a body corporate; and
- (d) a party includes the party's executors, administrators, successors and permitted assigns.

(2) Parties

- (a) If a party consists of more than one person, this contract binds them jointly and each of them individually.
- (b) A party that is a trustee is bound both personally and in its capacity as a trustee.

(3) Acts and Regulations

Reference to an Act, regulation or statutory form includes all amendments, consolidations or replacements of them.

(4) **Inconsistencies**

If there is any inconsistency between any provision added to this contract and the printed provisions, the added provision prevails.

(5) **Headings**

Headings are for convenience only and do not form part of this contract or affect its interpretation.

(6) **Calculating Time**

If anything is permitted or required to be done:

- (a) a number of days or Business Days before a specified date, the date by which that thing may or must be done is to be calculated excluding the specified date;

Example: if the Settlement Date falls on a Friday, 2 days before the Settlement Date is Wednesday.

- (b) "at least" a number of days or Business Days before a specified date or a clear number of days or Business Days before a specified date, the date by which that thing may or must be done is to be calculated excluding the specified date and excluding the day on which the thing may or must be done;

Example: if the Settlement Date falls on a Friday, at least 2 days before the Settlement Date or 2 clear days before the Settlement Date is Tuesday.

- (c) a number of days or Business Days after a specified date, the date by which that thing may or must be done is to be calculated excluding the specified date.

Example: if the Contract Date falls on a Monday, 2 days after the Contract Date is Wednesday.

11.11 Counterparts

- (1) This contract may be executed in two or more counterparts, all of which will together be deemed to constitute one and the same contract.
- (2) A counterpart may be electronic and signed using an Electronic Signature.

12. ADDITIONAL PROVISIONS FOR COMMUNITY TITLE LOTS

12.1 When clause applies

This clause 12 applies if the Lot is a lot in a community titles scheme under the *Body Corporate and Community Management Act 1997*.

12.2 Additional Definitions

- (1) The following additional definitions apply:
- (a) "**Body Corporate**" means the body corporate of the Scheme.
- (b) "**Body Corporate Debt**" has the meaning in the Regulation Module but excludes the Body Corporate Levies for the period which includes the Settlement Date;
- (c) "**Body Corporate Levies**" means regular periodic contributions levied on the owner of the Lot (including, if applicable, levied under an exclusive use by-law) excluding any Special Contribution;
- (d) "**Exclusive Use Area**" means part of the common property for the Scheme allocated to the Lot under an exclusive use by-law;
- (e) "**Principal Body Corporate**" means, where the Scheme is a subsidiary scheme in a layered arrangement of community titles schemes, the body corporate for each higher scheme;
- (f) "**Scheme**" means the community titles scheme containing the Lot;
- (g) "**Scheme Land**" means the scheme land (as defined in the *Body Corporate and Community Management Act 1997*) for the Scheme;

- (h) "**Special Contribution**" means an amount levied by the Body Corporate on the owner of the Lot under the Regulation Module for a liability for which no provision or inadequate provision has been made in the budget of the Body Corporate;

- (i) "**Regulation Module**" means the regulation module for the Scheme.

- (2) The following definitions in clause 1.1 are modified as stated:

- (a) "**Outgoings**" also includes Body Corporate Levies;
- (b) "**Property**" also includes the right to any Exclusive Use Areas except in clause 7.4(2)(a);
- (c) "**Reserved Items**" also includes all chattels in the Exclusive Use Areas which are not Included Chattels.

- (3) For clauses 3.5(1)(c)(i) and 3.5(7) the references to "authority" include the Body Corporate.

- (4) Words and phrases defined in the *Body Corporate and Community Management Act 1997* have the same meaning in clause 12 unless the context indicates otherwise.

12.3 Body Corporate Records Inspection

- (1) This contract is conditional upon the Buyer being satisfied that it will not be materially prejudiced by any circumstances discovered on an inspection of the Body Corporate's records by the Records Inspection Date. The Buyer must take all reasonable steps to inspect the records.
- (2) The Buyer must give notice to the Seller that:
- (a) the Buyer:
- (i) despite taking all reasonable steps has been unable to inspect the Body Corporate's records by the Records Inspection Date; or
- (ii) is not satisfied with its inspection in accordance with 12.3(1), and the Buyer terminates this contract; or
- (b) clause 12.3(1) has been either satisfied or waived by the Buyer.
- (3) If the Buyer terminates this contract and the Seller asks the Buyer for further details the Buyer must give written reasons to the Seller without delay.
- (4) The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 12.3(2) by 5pm on the Records Inspection Date. This is the Seller's only remedy for the Buyer's failure to give notice.
- (5) The Seller's right under clause 12.3(4) is subject to the Buyer's continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 12.3(2).

12.4 Adjustment of Land Tax

- (1) For clause 3.5(4), the Site Value of the Lot will be calculated in accordance with section 29 of the *Land Tax Act 2010*.
- (2) If there is no separate Site Value for the Scheme Land, clause 3.5(5) applies as if each reference to the Lot was a reference to the Scheme Land.

12.5 Body Corporate Debts

- (1) The Seller is liable for:
- (a) any Special Contribution for which a levy notice has been issued on or before the Contract Date; and
- (b) any other Body Corporate Debt (including any penalty or recovery cost resulting from non-payment of a Body Corporate Debt) owing in respect of the Lot at settlement.

- (2) The Buyer is liable for any Special Contribution levied after the Contract Date.
- (3) If an amount payable by the Seller under clause 12.5(1) is unpaid at the Settlement Date:
 - (a) for an Electronic Settlement, at settlement the Financial Settlement Schedule must specify payment of the relevant amount to the Body Corporate;
 - (b) otherwise, the Buyer may deduct the relevant amount from the Balance Purchase Price at settlement and must pay it promptly to the Body Corporate.
- (4) For the purposes of clause 12.5(1), an amount payable under an exclusive use by-law will be treated as levied on the date it is due.

12.6 Notice of purchase to Body Corporate

- (1) The Buyer must:
 - (a) complete and sign a *BCCM Form 8 Information for body corporate roll ("Form 8")* and provide a copy to the Seller on or before settlement; and
 - (b) provide the Form 8 to the Body Corporate promptly after settlement.
- (2) If the Buyer fails to comply with clause 12.6(1)(b), the Buyer authorises the Seller to provide the copy of the Form 8 to the Body Corporate.

12.7 Title

For clause 7.1, the Lot is also sold subject to the *Body Corporate and Community Management Act 1997*, the by-laws of the Body Corporate and, if the Scheme is a subsidiary scheme, the by-laws of each body corporate which apply to the Scheme.

12.8 Encumbrances

For clause 7.2, the Property is also sold subject to the statutory easements implied by Part 6A of the *Land Title Act 1994* and interests registered on the common property for the Scheme.

12.9 Seller's Additional Warranties

- (1) The Seller warrants that at the Contract Date, except as disclosed in this contract or the Seller Disclosure Statement:
 - (a) the Seller:
 - (i) has not received notice of a meeting of the Body Corporate to consider; and
 - (ii) is not aware of a resolution of the Body Corporate,
 consenting to the recording of a new community management statement for the Scheme differing from the community management statement recorded for the Scheme at the Contract Date; and
 - (b) all necessary Body Corporate consents to improvements made to common property and which benefit the Lot or the registered owner of the Lot are in force; and
 - (c) the Seller has not received notice of a by-law contravention relating to the Lot from the Body Corporate or a Principal Body Corporate which has not been fully complied with or otherwise remains in effect.
- (2) If the Seller breaches a warranty in clause 12.9(1) and, as a result, the Buyer is materially prejudiced, the Buyer may terminate this contract by notice to the Seller given before settlement but may not claim damages or compensation.
- (3) Clauses 12.9(1) and 12.9(2) do not restrict any statutory rights the Buyer may have which cannot be excluded by this contract.

12.10 Body Corporate Meetings

- (1) The Seller must promptly give the Buyer a copy of:
 - (a) any notice it receives of a proposed meeting of the Body Corporate and any Principal Body Corporate to be held after the Contract Date; and
 - (b) resolutions passed at that meeting and prior to settlement.
- (2) The Buyer may terminate this contract by notice in writing to the Seller given before settlement if it is materially prejudiced by any resolution of the Body Corporate or a Principal Body Corporate passed after the Contract Date other than a resolution, details of which are disclosed to the Buyer in this contract or in the Seller Disclosure Statement.
- (3) In clause 12.10(2) a resolution includes a decision of the Body Corporate Committee to consent to recording a new community management statement.
- (4) If the Buyer is not given a copy of the resolutions before settlement, it may sue the Seller for damages.

12.11 Property Adversely Affected

For clause 7.7(1)(b), (c), (d) and (e), references to the Lot are taken to include any part of the Scheme Land.

13. ADDITIONAL PROVISIONS FOR BUGTA LOTS

13.1 When clause applies

This clause 13 applies if the Lot is a lot in a Parcel to which the *Building Units and Group Titles Act 1980* applies.

13.2 Additional Definitions

- (1) The following additional definitions apply:
 - (a) "**Body Corporate**" means the body corporate under the *Building Units and Group Titles Act 1980* for the Parcel;
 - (b) "**Body Corporate Debt**" has the same meaning as 'relevant body corporate debt' in section 41A of the *Building Units and Group Titles Act 1980* but excludes the Body Corporate Levies for the period which includes the Settlement Date;
 - (c) "**Body Corporate Levies**" means regular periodic contributions levied on the owner of the Lot (including, if applicable, levied under an exclusive use by-law) excluding any Special Contribution;
 - (d) "**Exclusive Use Area**" means part of the common property of the Parcel allocated to the Lot under an exclusive use by-law;
 - (e) "**Parcel**" has the meaning in the *Building Units and Group Titles Act 1980*;
 - (f) "**Principal Body Corporate**" means:
 - (i) a body corporate under the Relevant Specified Act of which the Body Corporate is a member; and
 - (ii) a body corporate under the Relevant Specified Act of which a body corporate in paragraph (i) is a member;
 - (g) "**Relevant Specified Act**" means whichever of the following applies to the Lot and the Parcel:
 - (i) the *Integrated Resort Development Act 1987*; or
 - (ii) the *Mixed Use Development Act 1993*; or
 - (iii) the *Registration of Plans (H.S.P. (Nominees) Pty. Limited) Enabling Act 1980*; or
 - (iv) the *Registration of Plans (Stage 2) (H.S.P. (Nominees) Pty. Limited) Enabling Act 1984*; or
 - (v) the *Sanctuary Cove Resort Act 1985*;

- (h) “**Section 53 Notice**” means the form of notice of transfer of the Lot under section 53(2)(a) of the *Building Units and Group Titles Act 1980*;
 - (i) “**Special Contribution**” means an amount levied by the Body Corporate on the owner of the Lot under section 32(1) of the *Building Units and Group Titles Act 1980* which is not a regular periodic contribution.
- (2) The following definitions in clause 1.1 are modified as stated:
- (a) “**Outgoings**” also includes Body Corporate Levies;
 - (b) “**Property**” also includes the right to any Exclusive Use Areas except in clause 7.4(2)(a);
 - (c) “**Reserved Items**” also includes all chattels in the Exclusive Use Areas which are not Included Chattels.
- (3) For clauses 3.5(1)(c)(i) and 3.5(7) the references to “authority” include the Body Corporate.
- (4) Words and phrases defined in the *Building Units and Group Titles Act 1980* have the same meaning in this contract unless the context indicates otherwise.

13.3 Body Corporate Records Inspection

- (1) This contract is conditional upon the Buyer being satisfied that it will not be materially prejudiced by any circumstances discovered on an inspection of the Body Corporate’s records by the Records Inspection Date. The Buyer must take all reasonable steps to inspect the records.
- (2) The Buyer must give notice to the Seller that:
 - (a) the Buyer:
 - (i) despite taking all reasonable steps has been unable to inspect the Body Corporate’s records by the Records Inspection Date; or
 - (ii) is not satisfied with its inspection in accordance with clause 13.3(1), and the Buyer terminates this contract; or
 - (b) clause 13.3(1) has been either satisfied or waived by the Buyer.
- (3) If the Buyer terminates this contract and the Seller asks the Buyer for further details the Buyer must give written reasons to the Seller without delay.
- (4) The Seller may terminate this contract by notice to the Buyer if notice is not given under clause 13.3(2) by 5pm on the Records Inspection Date. This is the Seller’s only remedy for the Buyer’s failure to give notice.
- (5) The Seller’s right under clause 13.3(4) is subject to the Buyer’s continuing right to give written notice to the Seller of satisfaction, termination or waiver pursuant to clause 13.3(2).

13.4 Adjustment of Land Tax

- (1) For clause 3.5(4), the Site Value of the Lot will be calculated in accordance with section 29 of the *Land Tax Act 2010*.
- (2) If there is no separate Site Value for the Parcel, clause 3.5(5) applies as if each reference to the Lot was a reference to the Parcel.

13.5 Body Corporate Debts

- (1) The Seller is liable for:
 - (a) any Special Contribution for which a levy notice has been issued on or before the Contract Date; and
 - (b) any other Body Corporate Debt (including any penalty or recovery cost resulting from non-payment of a Body Corporate Debt) owing in respect of the Lot at settlement.
- (2) The Buyer is liable for any Special Contribution levied after the Contract Date.

- (3) If an amount payable by the Seller under clause 13.5(1) is unpaid at the Settlement Date,
 - (a) for an Electronic Settlement, at settlement the Financial Settlement Schedule must specify payment of the relevant amount to the Body Corporate;
 - (b) otherwise, the Buyer may deduct the specified amount from the Balance Purchase Price at settlement and must pay it promptly to the Body Corporate.
- (4) For the purposes of clause 13.5(1), an amount payable under an exclusive use by-law will be treated as levied on the date it is due.

13.6 Section 53 Notices

- (1) The Buyer must:
 - (a) complete and sign Section 53 Notice and provide a copy to the Seller on or before settlement; and
 - (b) provide the Section 53 Notice to the Body Corporate promptly after settlement.
- (2) If the Buyer fails to comply with clause 13.6(1)(b), the Buyer authorises the Seller to provide the copy of the Section 53 Notice to the Body Corporate.

13.7 Title

For clause 7.1, the Lot is also sold subject to the *Building Units and Group Titles Act 1980*, the Relevant Specified Act, the by-laws of the Body Corporate and any other by-laws under the Relevant Specified Act which apply to the Parcel.

13.8 Encumbrances

For clause 7.2, the Property is also sold subject to:

- (a) the easements implied or created by sections 15 to 17 of the *Building Units and Group Titles Act 1980*;
- (b) the easements implied or created by the Relevant Specified Act; and
- (c) interests registered on the common property for the Parcel.

13.9 Seller’s Additional Warranties

- (1) The Seller warrants that at the Contract Date, except as disclosed in this contract or the Seller Disclosure Statement:
 - (a) the Seller:
 - (i) has not received notice of a meeting of the Body Corporate to consider; and
 - (ii) is not aware of a resolution of the Body Corporate, to amend, add to or repeal the by-laws for the Parcel as recorded on the plan for the Parcel at the Contract Date;
 - (b) all Body Corporate consents to improvements made to common property and which benefit the Lot or the registered owner of the Lot are in force; and
 - (c) the Seller has not received notice of a by-law contravention relating to the Lot from the Body Corporate or a Principal Body Corporate which has not been fully complied with or otherwise remains in effect.
- (2) If the Seller breaches a warranty in clause 13.9(1), and, as a result, the Buyer is materially prejudiced, the Buyer may terminate this contract by notice to the Seller given before settlement but may not claim damages or compensation.
- (3) Clauses 13.9(1) and 13.9(2) do not restrict any statutory rights the Buyer may have which cannot be excluded by this contract.

13.10 Body Corporate Meetings

- (1) The Seller must promptly give the Buyer a copy of:
 - (a) any notice it receives of a proposed meeting of the Body Corporate or a Principal Body Corporate to be held after the Contract Date; and
 - (b) resolutions passed at that meeting and prior to settlement.
- (2) The Buyer may terminate this contract by notice in writing to the Seller given before settlement if:
 - (a) a resolution of the Body Corporate or a Principal Body Corporate is passed after the Contract Date; and
 - (b) the Buyer would be materially prejudiced if required to settle this contract,unless details of the resolution were disclosed to the Buyer in this contract or the Seller Disclosure Statement.

13.11 Property Adversely Affected

For clause 7.7(1)(b), (c), (d) and (e), references to the Lot are taken to include any part of the Parcel.

GOVERNING LEGISLATION

Applicable under Sections 246ATF and 246ATI of the *Building Act 1975*.

PRIVACY NOTICE

The Queensland Building and Construction Commission is collecting personal information as required under the *Building Act 1975*.

This information may be stored by the QBCC and will be used for administration, compliance, statistical research and evaluation of pool safety laws. Your personal information will be disclosed to other government agencies, local government authorities and third parties for purposes relating to administering and monitoring compliance with the *Building Act 1975*.

Personal information will otherwise only be disclosed to third parties with your consent or unless authorised or required by law.

RIGHT TO INFORMATION (RTI)

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

COMPLETING THIS FORM

- Use BLACK pen only
- Print clearly in BLOCK LETTERS
- DO NOT use correction fluid – cross out and initial amendments

RETURN YOUR COMPLETED FORM BY

Post: GPO Box 5099 Brisbane QLD 4001.

In person: QBCC service centres are listed on our website qbcc.qld.gov.au.

Email: poolssafety@qbcc.qld.gov.au.

1. DETAILS OF PROPERTY OWNER

Title	<input type="checkbox"/> Mr	<input type="checkbox"/> Mrs	<input type="checkbox"/> Miss	<input checked="" type="checkbox"/> Ms	<input type="text"/>	Other																													
Surname	A	T	K	I	N	S																													
First Name	M	E	G	A	N		J	A	I																										
Postal Address	1	8	1	2		1	6	7		A	L	F	R	E	D		S	T	,																
	F	O	R	T	I	T	U	D	E																										
	V	A	L	L	E	Y																													
Mobile																																			
Home Phone																																			
Email																																			

2. LOCATION OF THE SWIMMING POOL

Street address	1	8	1	2		1	6	7		A	L	F	R	E	D		S	T	,																
	F	O	R	T	I	T	U	D	E		V	A	L	L	E	Y																			
State	Q	L	D																																
Postcode	4	0	0	6																															
Lot/s on plan	Lot 21312 on SP271999																																		
Local Government Area	BRISBANE																																		

3. SHARED OR NON-SHARED POOL

☒ Shared pool ☐ Non-shared pool

**OFFICE
USE
ONLY**

CRN:

Receipt no:

Assignee:

Licence no:

Receipt amount: \$

Received by:

Container:

4. DETAILS OF PROPERTY PURCHASER

Title ☐ Mr ☐ Mrs ☐ Miss ☐ Ms Other

Surname

First Name

Postal Address

State Postcode

Mobile Home Phone

Email

5. PROPOSED DATE OF SETTLEMENT OR ACCOMMODATION AGREEMENT



Sale



Lease

Date can be amended and initialed by the owner if the settlement or accommodation agreement date changes after this form is completed.

Date

D	D	M	M	Y	Y	Y	Y		
3	0	/	0	9	/	2	0	2	5

6. PROPERTY OWNER'S DECLARATION

I declare that the information provided in this form is true and correct to the best of my knowledge; there is no pool safety certificate in effect for the pool; and I will give this form to the required parties in accordance with the *Building Act 1975*.

Name of Owner

M E G A N J A I A T K I N S

Signature of Owner

M J Atkins

Date

D	D	M	M	Y	Y	Y	Y		
0	7	/	0	8	/	2	0	2	5



FORM 36 IS NOT PROPERLY COMPLETED UNLESS ALL RELEVANT DETAILS ARE PROVIDED.
It is recommended the seller maintain a record of giving this form to the required parties.



The owner or authorised person acting on behalf of the owner must submit completed form to:

Email - poolssafety@qbcc.qld.gov.au

Post - GPO Box 5099, Brisbane, QLD. 4001

In person - QBCC service centres are listed on our website qbcc.qld.gov.au.