

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 REAL LIFE VENTURES PTY LTD A.C.N. 104 902 007 TRUSTEE UNDER INSTRUMENT 707615154

Property address

39/80 McIntyre Street, Hendra Qld 4011

(referred to as the
"property" in this
statement)

Lot on plan description

Lot 39 on Survey Plan 159425

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 to affect the property after settlement. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</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> <p>» the start and end day of the term of the lease: <div>01 December 2025 - 30 November 2025</div></p> <p>» the amount of rent and bond payable: <div>Rent: \$800.00 per wk / Bond: \$3,200.00</div></p> <p>» whether the lease has an option to renew: <div>No</div></p> <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> <div></div> |
| Statutory encumbrances | <p>There are statutory encumbrances that affect the property. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>If Yes, the details of any statutory encumbrances are as follows:</i></p> <div></div> |
| 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 checked="" type="checkbox"/> Yes <input 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>) <div>30 November 2024</div></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 1993; the State Development and Public Works Organisation Act 1971 or the Sanctuary Cove Resort Act 1985, as applicable)</i>:</p> <div style="border: 1px solid black; padding: 5px; width: fit-content;">Low Density Residential</div> | |
| 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. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>The lot is affected by a notice of intention to resume the property or any part of the property. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>If Yes, a copy of the notice, order, proposal or correspondence must be given by the seller.</i></p> | |
| 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>. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</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). <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</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). <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</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). <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> | |
| Trees | <p>There is a tree order or application under the <i>Neighbourhood Disputes (Dividing Fences and Trees) Act 2011</i> affecting the property. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>If Yes, a copy of the order or application must be given by the seller.</i></p> | |
| 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). <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> | |
| 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 type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| | If a community titles scheme or a BUGTA scheme – a shared pool is located in the scheme. | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| | Pool compliance certificate is given. | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| | OR Notice of no pool safety certificate is given. | <input 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:

\$508.69

Date Range:

1 April 2025 - 30 June 2025

OR

The property is currently a rates exempt lot.**

☐

OR

The property is not rates exempt but no separate assessment of rates is issued by a local government for the property. ☐

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

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

Water

Whichever of the following applies—

The total amount payable as charges for water services for the property as indicated in the most recent water services notice* is:

Amount:

\$444.62

Date Range

03 December 2024 - 03 March 2025

OR

There is no separate water services notice issued for the lot; however, an estimate of the total amount payable for water services is:

Amount:

Date Range

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

Part 6 – Community titles schemes and BUGTA schemes

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

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

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

| | |
|---|---|
| Body Corporate and Community Management Act 1997 | <p>The property is included in a community titles scheme. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(If Yes, complete the information below)</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>If No— An explanatory statement is given to the buyer that states: <input type="checkbox"/> Yes <input type="checkbox"/> No</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 type="checkbox"/> No</p> <p>(If Yes, complete the information below)</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>If No— 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

Mark Cavallaro

LINA CAVALLARO

Signature of seller
REAL LIFE VENTURES PTY LTD A.C.N.
104 902 007 TRUSTEE UNDER
INSTRUMENT 707615154

Signature of seller
REAL LIFE VENTURES PTY LTD A.C.N. 104
902 007 TRUSTEE UNDER INSTRUMENT
707615154

Name of seller

Name of seller

09/10/2025

09/10/2025

Date

Date

Signatures – BUYER

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

Signature of buyer

Signature of buyer

Name of buyer

Name of buyer

Date

Date

CURRENT TITLE SEARCH
QUEENSLAND TITLES REGISTRY PTY LTD

Request No: 53240531
Search Date: 04/09/2025 11:44

Title Reference: 50479711
Date Created: 03/02/2004

Previous Title: 50479688

REGISTERED OWNER

Dealing No: 707615154 02/04/2004

REAL LIFE VENTURES PTY LTD A.C.N. 104 902 007
TRUSTEE
UNDER INSTRUMENT 707615154

ESTATE AND LAND

Estate in Fee Simple

LOT 39 SURVEY PLAN 159425
Local Government: BRISBANE CITY
COMMUNITY MANAGEMENT STATEMENT 32107
COMMUNITY MANAGEMENT STATEMENT 32106

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10022019 (POR 140)
Deed of Grant No. 15656138 (POR 923)
Deed of Grant No. 19559076 (ALLOT 17 POR 2)
2. MORTGAGE No 710548827 02/05/2007 at 10:20
THE ROCK BUILDING SOCIETY LIMITED A.C.N. 067 765 717

ADMINISTRATIVE ADVICES - NIL
UNREGISTERED DEALINGS - NIL

Corrections have occurred - Refer to Historical Search

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 2

SURVEY PLAN

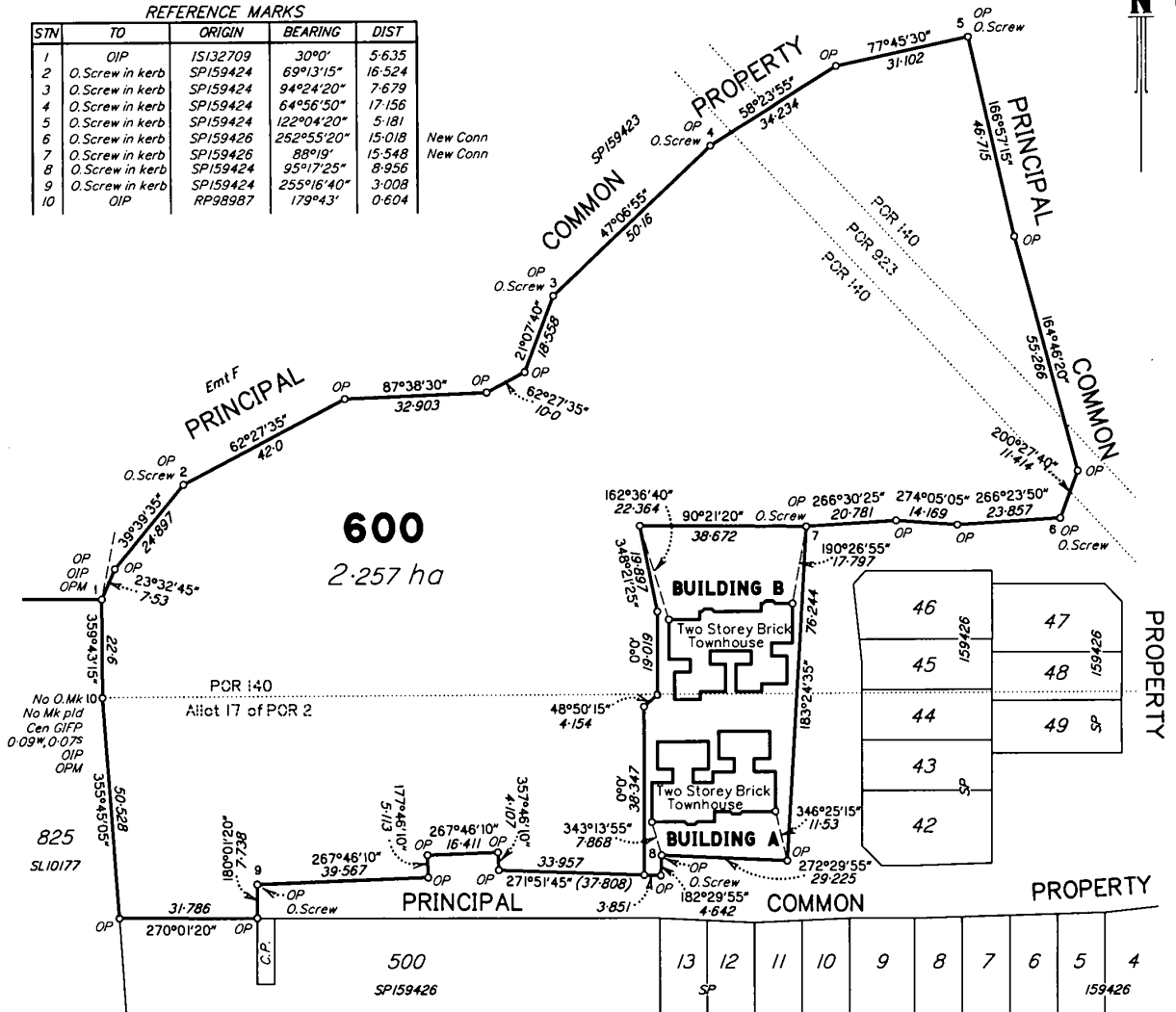
Sheet
1 of
3

PERMANENT MARKS

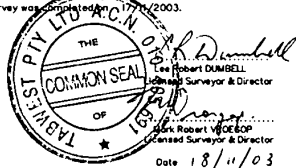
| PM | ORIGIN | BEARING | DIST | NO | |
|--------|----------|------------|---------|--------|----------|
| 1-OPM | SI156929 | 270°08'30" | 345.611 | 135763 | New Conn |
| 10-OPM | SP159424 | 228°05'15" | 466.027 | 79349 | New Conn |

REFERENCE MARKS

| STN | TO | ORIGIN | BEARING | DIST | |
|-----|-----------------|----------|------------|--------|----------|
| 1 | OIP | SI132709 | 30°0' | 5.635 | |
| 2 | O.Screw in kerb | SP159424 | 69°13'15" | 16.524 | |
| 3 | O.Screw in kerb | SP159424 | 94°24'20" | 7.679 | |
| 4 | O.Screw in kerb | SP159424 | 64°56'50" | 17.156 | |
| 5 | O.Screw in kerb | SP159424 | 122°04'20" | 5.181 | |
| 6 | O.Screw in kerb | SP159426 | 252°55'20" | 15.018 | New Conn |
| 7 | O.Screw in kerb | SP159426 | 88°19' | 15.548 | New Conn |
| 8 | O.Screw in kerb | SP159424 | 95°17'25" | 8.956 | |
| 9 | O.Screw in kerb | SP159424 | 255°16'40" | 3.008 | |
| 10 | OIP | RP98987 | 179°43' | 0.604 | |



TABWEST PTY LTD ACN 010 495 691
hereby certify that the company has surveyed the land comprised in this plan by
Mark Robert WREGG (Licensed Surveyor) and by
Peter O'Rahan HOFFMANN (Licensed Surveyor)
for whose work the Company accepts responsibility, that the plan is accurate, that the said survey was performed in accordance with the Surveyors Act 1977 and the Survey Regulations 1992, and that the said survey was completed on 17/11/2003.



10 0 10 20 30 40 50 60 70 80 90 100 110 120 130 140
0 50mm 100mm

Plan of Lots 38-41, Lots 115-118, 600 and Common Property

Cancelling Lot 600 on SP159424

PARISH: TOOMBUL COUNTY: Stanley

Meridian: SP159424

F/N's: No


Scale: 1:1000

Format: BUILDING

SP159425

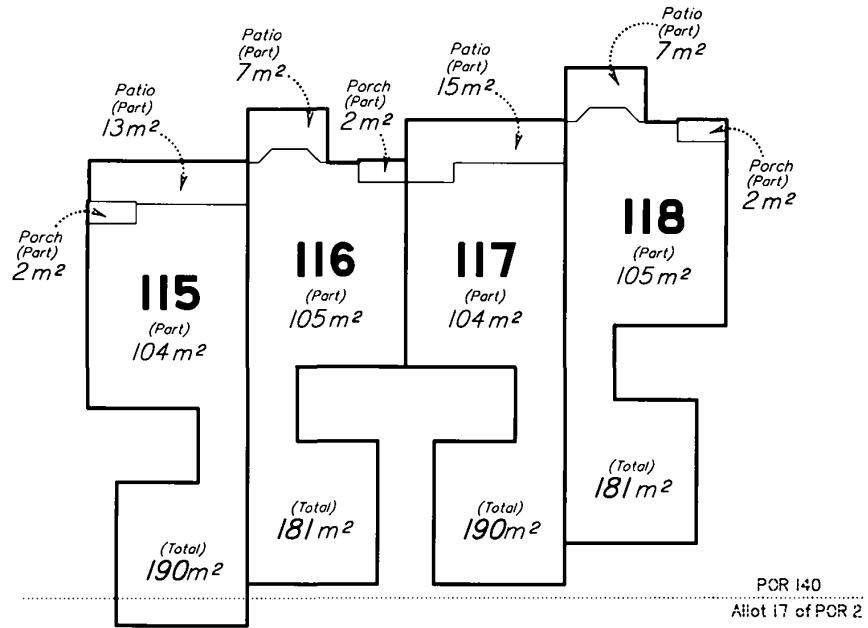
Plan Status:

| | | | | | | | |
|--|--------------|---|--|------------|--------------|---|--|
| <div style="text-align: center;"> <p>707336049</p> <p>707420972</p> <p>\$760.35</p> <p>\$760.35</p> <p>28/01/2004 11:32</p> </div> <p>BE 400 NT</p> | | <p style="text-align: center;">WARNING : Folded or Mutilated Plans will not be accepted. Plans may be rolled. Information may not be placed in the outer margins.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">Registered</td> <td style="width: 50%; padding: 5px;">s. Lodged by</td> </tr> <tr> <td colspan="2" style="padding: 5px;">(Include address, phone number, reference, and Lodger Code)</td> </tr> </table> | | Registered | s. Lodged by | (Include address, phone number, reference, and Lodger Code) | |
| Registered | s. Lodged by | | | | | | |
| (Include address, phone number, reference, and Lodger Code) | | | | | | | |

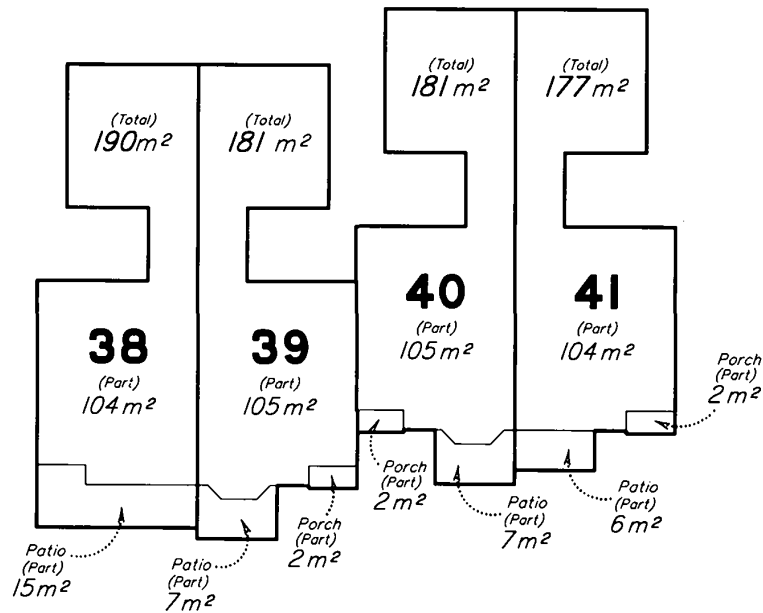
| <p>1. Certificate of Registered Owners or Lessees.</p> <p>1/We NEIL WARD & ASSOCIATES PTY LTD</p> <p style="text-align: center;">ACN 083 786 430</p> <p>(Names in full)</p> <p>* as Registered Owners of this land agree to this plan and dedicate the Public Use Land as shown hereon in accordance with Section 50 of the Land Title Act 1994.</p> <p>* as Lessees of this land agree to this plan.</p> <p>Signature of *Registered Owners *Lessees</p> <div style="display: flex; justify-content: space-around; align-items: center; margin-top: 20px;">  <div style="text-align: center;"> <p><i>G Lambert</i></p> <p>GERALD ADRIAN LAMBERT COMPANY DIRECTOR</p> <p><i>Caroline Ruth Barton</i></p> <p>CAROLINE RUTH BARTON COMPANY SECRETARY</p> </div> </div> <p style="font-size: small;">* Rule out whichever is inapplicable</p> | <p>6. Existing</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>Title Reference</th> <th>Lot</th> <th>Plan</th> <th colspan="3">Created</th> </tr> <tr> <td>SP159424</td> <td>600</td> <td>SP159424</td> <td>Lots</td> <td>Emts</td> <td>Road</td> </tr> <tr> <td></td> <td></td> <td></td> <td>38-41, 115-118,600 & C.P.</td> <td></td> <td></td> </tr> </table> <p style="text-align: center;">BENEFIT EASEMENT ALLOCATIONS</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>Easement</th> <th>Lots Fully Benefited</th> <th>Lots Partially Benefited</th> </tr> <tr> <td>703619839 (Emt C on SP100676)</td> <td></td> <td>38-41, 115-118,600, C.P.</td> </tr> <tr> <td>703619848 (Emt G on SP100676)</td> <td></td> <td>38-41, 115-118,600, C.P.</td> </tr> <tr> <td>(Emt D on SP159423)</td> <td></td> <td>38-41, 115-118,600, C.P.</td> </tr> <tr> <td>(Emt E on SP159423)</td> <td></td> <td>38-41, 115-118,600, C.P.</td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;"> 600 115-118,600 & C.P. 38-41, 115,600 & C.P. </td> <td style="width: 50%; padding: 5px;"> Por 923 Por 140 Allot 17 of Por 2 </td> </tr> <tr> <td style="text-align: center;">Lots</td> <td style="text-align: center;">Orig</td> </tr> </table> <p>7. Portion Allocation :</p> <p>8. Map Reference : 9543-33134</p> <p>9. Locality : HENDRA</p> <p>10. Local Government : BRISBANE C. C.</p> <p>11. Passed & Endorsed :</p> <p>By: TABWEST PTY LTD A.C.N. 010 495 691 Date: 23/11/03 Signed: <i>[Signature]</i> Designation: Licensed Surveyor</p> <p style="text-align: right;">Date of Development Approval 27 October 2003</p> <p>12. 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</p> <p>13. Lodgement Fees:</p> <table style="width: 100%;"> <tr><td>Survey Deposit</td><td style="text-align: right;">\$</td></tr> <tr><td>Lodgement</td><td style="text-align: right;">\$</td></tr> <tr><td>..... New Titles</td><td style="text-align: right;">\$</td></tr> <tr><td>Photocopy</td><td style="text-align: right;">\$</td></tr> <tr><td>Postage</td><td style="text-align: right;">\$</td></tr> <tr><td>TOTAL</td><td style="text-align: right;">\$</td></tr> </table> <p>14. Inset Plan Number SP159425</p> | Title Reference | Lot | Plan | Created | | | SP159424 | 600 | SP159424 | Lots | Emts | Road | | | | 38-41, 115-118,600 & C.P. | | | Easement | Lots Fully Benefited | Lots Partially Benefited | 703619839 (Emt C on SP100676) | | 38-41, 115-118,600, C.P. | 703619848 (Emt G on SP100676) | | 38-41, 115-118,600, C.P. | (Emt D on SP159423) | | 38-41, 115-118,600, C.P. | (Emt E on SP159423) | | 38-41, 115-118,600, C.P. | 600 115-118,600 & C.P. 38-41, 115,600 & C.P. | Por 923 Por 140 Allot 17 of Por 2 | Lots | Orig | Survey Deposit | \$ | Lodgement | \$ | New Titles | \$ | Photocopy | \$ | Postage | \$ | TOTAL | \$ |
|--|--|--------------------------|---------------------------|------|---------|--|--|----------|-----|----------|------|------|------|--|--|--|---------------------------|--|--|----------|----------------------|--------------------------|----------------------------------|--|--------------------------|----------------------------------|--|--------------------------|---------------------|--|--------------------------|---------------------|--|--------------------------|--|---|------|------|----------------|----|-----------|----|------------------|----|-----------|----|---------|----|-------|----|
| Title Reference | Lot | Plan | Created | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| SP159424 | 600 | SP159424 | Lots | Emts | Road | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | 38-41, 115-118,600 & C.P. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Easement | Lots Fully Benefited | Lots Partially Benefited | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 703619839 (Emt C on SP100676) | | 38-41, 115-118,600, C.P. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 703619848 (Emt G on SP100676) | | 38-41, 115-118,600, C.P. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (Emt D on SP159423) | | 38-41, 115-118,600, C.P. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (Emt E on SP159423) | | 38-41, 115-118,600, C.P. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 600 115-118,600 & C.P. 38-41, 115,600 & C.P. | Por 923 Por 140 Allot 17 of Por 2 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Lots | Orig | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Survey Deposit | \$ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Lodgement | \$ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| New Titles | \$ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Photocopy | \$ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Postage | \$ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TOTAL | \$ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

| | |
|---|---|
| <p>2. Local Government Approval.</p> <p>* BRISBANE CITY COUNCIL</p> <p>hereby approves this plan in accordance with the:</p> <p>% INTEGRATED PLANNING ACT 1997</p> <p>Dated this <u>23rd</u> day of <u>December 2003</u></p> <p style="text-align: center;"><i>Jodie Anne Genders</i></p> <p style="text-align: center;">JODIE ANNE GENDERS Appointed Officer</p> <p style="font-size: small;">* Insert the name of the Local Government. % Insert Integrated Planning Act 1997 or # Insert designation of signatory or delegation Local Government (Planning & Environment) Act 1990</p> | <p>3. Plans with Community Management Statement :</p> <p>CMS Number: <u>32107</u></p> <p>Name: MILLBROOK VILLAS</p> <p>4. References :</p> <p>Dept File:</p> <p>Local Govt:</p> <p>Surveyor: 99-147</p> |
|---|---|

BUILDING B



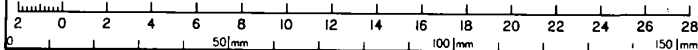
Common Property



BUILDING A

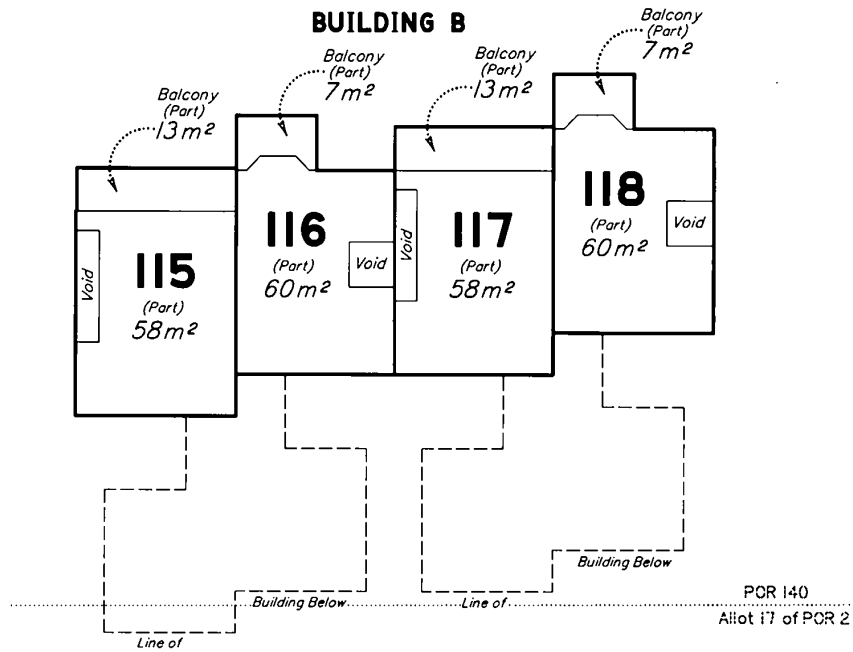
LEVEL A

Scale 1:200 - Lengths are in Metres.

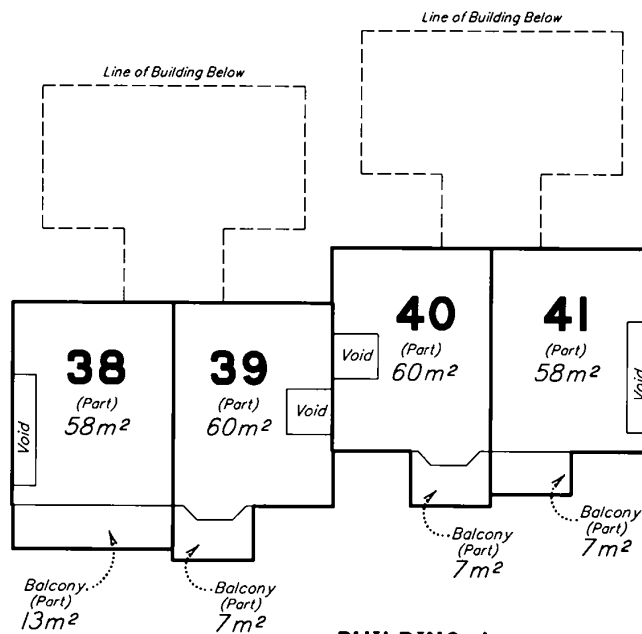


State copyright reserved.

Insert Plan Number SP159425



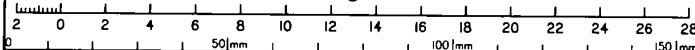
Common Property



BUILDING A

LEVEL B

Scale 1:200 - Lengths are in Metres.



State copyright reserved.

Insert
Plan Number **SP159425**



Department of Transport and Main Roads

Property Search - Advice to Applicant

Property Search reference 945820

Date: 04/09/2025

Search Request reference: 172205350

Applicant details

Applicant: Jo Wagener

jo.wagener@bytherules.com.au

Buyer: not known not known

Search response:

Your request for a property search on Lot 39 on Plan SP159425 at Unit 39 80 McIntyre St, Hendra Qld 4011 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.



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: 51049872 EMR Site Id: 04 September 2025
Cheque Number:
Client Reference:

This response relates to a search request received for the site:
Lot: 39 Plan: SP159425
39/80 MCINTYRE ST
HENDRA

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

Scheme Name: MILLBROOK VILLAS COMMUNITY TITLES SCHEME 32107

Body Corp. Addr: LEVEL 2
 THE PRECINCT
 12 BROWNING STREET
 WEST END QLD
 4101

COMMUNITY MANAGEMENT STATEMENT No: 32107

| Title | Lot | Plan |
|----------|-----|-----------|
| 50479709 | CP | SP 159425 |
| 50479710 | 38 | SP 159425 |
| 50479711 | 39 | SP 159425 |
| 50479712 | 40 | SP 159425 |
| 50479713 | 41 | SP 159425 |
| 50479714 | 115 | SP 159425 |
| 50479715 | 116 | SP 159425 |
| 50479716 | 117 | SP 159425 |
| 50479717 | 118 | SP 159425 |
| 50513658 | 23 | SP 161306 |
| 50513659 | 24 | SP 161306 |
| 50513660 | 25 | SP 161306 |
| 50513661 | 26 | SP 161306 |
| 50513662 | 27 | SP 161306 |
| 50513663 | 28 | SP 161306 |
| 50513664 | 29 | SP 161306 |
| 50513665 | 30 | SP 161306 |
| 50513666 | 31 | SP 161306 |
| 50513667 | 32 | SP 161306 |
| 50513668 | 33 | SP 161306 |
| 50513669 | 34 | SP 161306 |
| 50513670 | 35 | SP 161306 |
| 50513671 | 36 | SP 161306 |
| 50513672 | 37 | SP 161306 |
| 50513673 | 105 | SP 161306 |
| 50513674 | 106 | SP 161306 |
| 50513675 | 107 | SP 161306 |
| 50513676 | 108 | SP 161306 |
| 50513677 | 109 | SP 161306 |
| 50513678 | 110 | SP 161306 |
| 50513679 | 111 | SP 161306 |
| 50513680 | 112 | SP 161306 |
| 50513681 | 113 | SP 161306 |
| 50513682 | 114 | SP 161306 |
| 50519723 | 92 | SP 168168 |
| 50519724 | 93 | SP 168168 |
| 50519725 | 94 | SP 168168 |
| 50519726 | 95 | SP 168168 |
| 50519727 | 96 | SP 168168 |
| 50519728 | 97 | SP 168168 |
| 50519729 | 98 | SP 168168 |
| 50519730 | 99 | SP 168168 |

| Title | Lot | Plan |
|----------|-----|-----------|
| 50519731 | 100 | SP 168168 |
| 50519732 | 101 | SP 168168 |
| 50519733 | 102 | SP 168168 |
| 50519734 | 103 | SP 168168 |
| 50519735 | 104 | SP 168168 |
| 50548854 | 62 | SP 171225 |
| 50548855 | 63 | SP 171225 |
| 50548856 | 64 | SP 171225 |
| 50548857 | 65 | SP 171225 |
| 50548858 | 66 | SP 171225 |
| 50548859 | 67 | SP 171225 |
| 50548860 | 68 | SP 171225 |
| 50548861 | 69 | SP 171225 |
| 50548862 | 70 | SP 171225 |
| 50548863 | 71 | SP 171225 |
| 50548864 | 72 | SP 171225 |
| 50548865 | 73 | SP 171225 |
| 50548866 | 74 | SP 171225 |
| 50548867 | 75 | SP 171225 |
| 50548868 | 76 | SP 171225 |
| 50548869 | 77 | SP 171225 |
| 50548870 | 78 | SP 171225 |
| 50548871 | 79 | SP 171225 |
| 50548872 | 80 | SP 171225 |
| 50548873 | 81 | SP 171225 |
| 50548874 | 82 | SP 171225 |
| 50548875 | 83 | SP 171225 |
| 50548876 | 84 | SP 171225 |
| 50548877 | 85 | SP 171225 |
| 50548878 | 86 | SP 171225 |
| 50548879 | 87 | SP 171225 |
| 50548880 | 88 | SP 171225 |
| 50548881 | 89 | SP 171225 |
| 50548882 | 90 | SP 171225 |
| 50548883 | 91 | SP 171225 |

This Community Titles Scheme is in a layered arrangement

COMMUNITY MANAGEMENT STATEMENT Dealing No: 723477270

** End of CMS Search Statement **

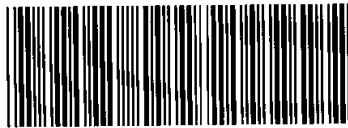
COPYRIGHT QUEENSLAND TITLES REGISTRY PTY LTD [2025]
Requested By: D-ENQ INFOTRACK PTY LIMITED

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



723477270

\$113.04

21/08/2024 09:46

BE 470

| | | |
|--|--|----------------------------|
| 1. Nature of request Request to record a new community management statement for Millbrook Villas Community Titles Scheme 32107 | Lodger (Name, address, E-mail & phone number) Grace Lawyers PO Box 12962 George Street QLD 4003 jarad.maher@gracelawyers.com.au 07 5554 8560 | Lodger Code 2437 |
| 2. Lot on Plan Description COMMON PROPERTY FOR MILLBROOK VILLAS COMMUNITY TITLES SCHEME 32107 | Title Reference 50479709 | |
| 3. Registered Proprietor/State Lessee BODY CORPORATE FOR MILLBROOK VILLAS COMMUNITY TITLES SCHEME 32107 | | |
| 4. Interest NOT APPLICABLE | | |
| 5. Applicant BODY CORPORATE FOR MILLBROOK VILLAS COMMUNITY TITLES SCHEME 32107 | | |
| 6. Request I hereby request that: the new Community Management Statement deposited herewith which amends Schedule C be recorded as the new Community Management Statement for Millbrook Villas Community Titles Scheme 32107 | | |
| 7. Execution by applicant | | |

15/8/2024
Execution Date

Brenton Schock - Solicitor
Applicant's or Solicitor's Signature

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

THIS CMS MUST BE DEPOSITED WITH:

This statement incorporates and must include the following:

32107

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

| | |
|---|--|
| 1. Name of community titles scheme BODY CORPORATE FOR MILLBROOK VILLAS COMMUNITY TITLES SCHEME 32107 | 2. Regulation module Accommodation Module |
| 3. Name of body corporate BODY CORPORATE FOR MILLBROOK VILLAS COMMUNITY TITLES SCHEME 32107 | |
| 4. Scheme land Lot on Plan Description SEE ENLARGED PANEL | Title Reference |
| 5. #Name and address of original owner Not Applicable | 6. Reference to plan lodged with this statement Not Applicable |

first community management statement only

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

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

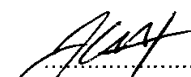
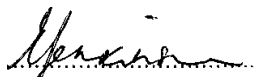
*If there is no exemption or for a first community management statement (CMS), a Form 18C must be deposited with the Request to record the CMS.

8. Execution by original owner/Consent of body corporate



17/7/24
Execution Date

Executed by the Body Corporate for
Millbrook Villas Community Titles
Scheme 32107:

| | |
|---|--|
|  Chairperson/Secretary Name |  Committee Member Name secretary |
|---|--|

***Execution**

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

Privacy Statement

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

Title Reference 50479709

This is item 4 referred to in the New Community Management Statement

4. Scheme Land

| Lot on Plan Description | Title Reference |
|-------------------------|-----------------|
| Lot 23 on SP 161306 | 50513658 |
| Lot 24 on SP 161306 | 50513659 |
| Lot 25 on SP 161306 | 50513660 |
| Lot 26 on SP 161306 | 50513661 |
| Lot 27 on SP 161306 | 50513662 |
| Lot 28 on SP 161306 | 50513663 |
| Lot 29 on SP 161306 | 50513664 |
| Lot 30 on SP 161306 | 50513665 |
| Lot 31 on SP 161306 | 50513666 |
| Lot 32 on SP 161306 | 50513667 |
| Lot 33 on SP 161306 | 50513668 |
| Lot 34 on SP 161306 | 50513669 |
| Lot 35 on SP 161306 | 50513670 |
| Lot 36 on SP 161306 | 50513671 |
| Lot 37 on SP 161306 | 50513672 |
| Lot 38 on SP 159425 | 50479710 |
| Lot 39 on SP 159425 | 50479711 |
| Lot 40 on SP 159425 | 50479712 |
| Lot 41 on SP 159425 | 50479713 |
| Lot 62 on SP 171225 | 50548854 |
| Lot 63 on SP 171225 | 50548855 |
| Lot 64 on SP 171225 | 50548856 |
| Lot 65 on SP 171225 | 50548857 |
| Lot 66 on SP 171225 | 50548858 |
| Lot 67 on SP 171225 | 50548859 |
| Lot 68 on SP 171225 | 50548860 |
| Lot 69 on SP 171225 | 50548861 |
| Lot 70 on SP 171225 | 50548862 |
| Lot 71 on SP 171225 | 50548863 |
| Lot 72 on SP 171225 | 50548864 |
| Lot 73 on SP 171225 | 50548865 |
| Lot 74 on SP 171225 | 50548866 |
| Lot 75 on SP 171225 | 50548867 |
| Lot 76 on SP 171225 | 50548868 |
| Lot 77 on SP 171225 | 50548869 |
| Lot 78 on SP 171225 | 50548870 |

ENLARGED PANEL

Title Reference 50479709

| | |
|----------------------|----------|
| Lot 79 on SP 171225 | 50548871 |
| Lot 80 on SP 171225 | 50548872 |
| Lot 81 on SP 171225 | 50548873 |
| Lot 82 on SP 171225 | 50548874 |
| Lot 83 on SP 171225 | 50548875 |
| Lot 84 on SP 171225 | 50548876 |
| Lot 85 on SP 171225 | 50548877 |
| Lot 86 on SP 171225 | 50548878 |
| Lot 87 on SP 171225 | 50548879 |
| Lot 88 on SP 171225 | 50548880 |
| Lot 89 on SP 171225 | 50548881 |
| Lot 90 on SP 171225 | 50548882 |
| Lot 91 on SP 171225 | 50548883 |
| Lot 92 on SP 168168 | 50519723 |
| Lot 93 on SP 168168 | 50519724 |
| Lot 94 on SP 168168 | 50519725 |
| Lot 95 on SP 168168 | 50519726 |
| Lot 96 on SP 168168 | 50519727 |
| Lot 97 on SP 168168 | 50519728 |
| Lot 98 on SP 168168 | 50519729 |
| Lot 99 on SP 168168 | 50519730 |
| Lot 100 on SP 168168 | 50519731 |
| Lot 101 on SP 168168 | 50519732 |
| Lot 102 on SP 168168 | 50519733 |
| Lot 103 on SP 168168 | 50519734 |
| Lot 104 on SP 168168 | 50519735 |
| Lot 105 on SP 161306 | 50513673 |
| Lot 106 on SP 161306 | 50513674 |
| Lot 107 on SP 161306 | 50513675 |
| Lot 108 on SP 161306 | 50513676 |
| Lot 109 on SP 161306 | 50513677 |
| Lot 110 on SP 161306 | 50513678 |
| Lot 111 on SP 161306 | 50513679 |
| Lot 112 on SP 161306 | 50513680 |
| Lot 113 on SP 161306 | 50513681 |
| Lot 114 on SP 161306 | 50513682 |
| Lot 115 on SP 159425 | 50479714 |
| Lot 116 on SP 159425 | 50479715 |
| Lot 117 on SP 159425 | 50479716 |
| Lot 118 on SP 159425 | 50479717 |

ENLARGED PANEL

FORM 20 Version 2

QUEENSLAND TITLES REGISTRY

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

Page 4 of 56

Title Reference 50479709

Common Property of Millbrook Villas CTS 32107

50479709

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

| Lot on Plan | Contribution | Interest |
|---------------------|---------------------|-----------------|
| Lot 23 on SP 161306 | 130 | 115 |
| Lot 24 on SP 161306 | 130 | 115 |
| Lot 25 on SP 161306 | 130 | 115 |
| Lot 26 on SP 161306 | 130 | 115 |
| Lot 27 on SP 161306 | 130 | 115 |
| Lot 28 on SP 161306 | 132 | 133 |
| Lot 29 on SP 161306 | 132 | 133 |
| Lot 30 on SP 161306 | 132 | 133 |
| Lot 31 on SP 161306 | 132 | 133 |
| Lot 32 on SP 161306 | 132 | 133 |
| Lot 33 on SP 161306 | 132 | 133 |
| Lot 34 on SP 161306 | 132 | 133 |
| Lot 35 on SP 161306 | 132 | 133 |
| Lot 36 on SP 161306 | 132 | 133 |
| Lot 37 on SP 161306 | 132 | 133 |
| Lot 38 on SP 159425 | 132 | 133 |
| Lot 39 on SP 159425 | 132 | 133 |
| Lot 40 on SP 159425 | 132 | 133 |
| Lot 41 on SP 159425 | 132 | 133 |
| Lot 62 on SP 171225 | 132 | 133 |
| Lot 63 on SP 171225 | 132 | 133 |
| Lot 64 on SP 171225 | 132 | 133 |
| Lot 65 on SP 171225 | 132 | 133 |
| Lot 66 on SP 171225 | 132 | 133 |
| Lot 67 on SP 171225 | 132 | 133 |
| Lot 68 on SP 171225 | 132 | 133 |
| Lot 69 on SP 171225 | 132 | 133 |
| Lot 70 on SP 171225 | 132 | 133 |
| Lot 71 on SP 171225 | 132 | 133 |
| Lot 72 on SP 171225 | 132 | 133 |
| Lot 73 on SP 171225 | 132 | 133 |
| Lot 74 on SP 171225 | 132 | 133 |
| Lot 75 on SP 171225 | 132 | 133 |
| Lot 76 on SP 171225 | 132 | 133 |
| Lot 77 on SP 171225 | 132 | 133 |
| Lot 78 on SP 171225 | 132 | 133 |
| Lot 79 on SP 171225 | 132 | 133 |

| | | |
|----------------------|--------|-------|
| Lot 80 on SP 171225 | 132 | 133 |
| Lot 81 on SP 171225 | 132 | 133 |
| Lot 82 on SP 171225 | 132 | 133 |
| Lot 83 on SP 171225 | 132 | 133 |
| Lot 84 on SP 171225 | 132 | 133 |
| Lot 85 on SP 171225 | 132 | 133 |
| Lot 86 on SP 171225 | 132 | 133 |
| Lot 87 on SP 171225 | 132 | 133 |
| Lot 88 on SP 171225 | 132 | 133 |
| Lot 89 on SP 171225 | 132 | 133 |
| Lot 90 on SP 171225 | 132 | 133 |
| Lot 91 on SP 171225 | 132 | 133 |
| Lot 92 on SP 168168 | 132 | 133 |
| Lot 93 on SP 168168 | 132 | 133 |
| Lot 94 on SP 168168 | 132 | 133 |
| Lot 95 on SP 168168 | 132 | 133 |
| Lot 96 on SP 168168 | 132 | 133 |
| Lot 97 on SP 168168 | 132 | 133 |
| Lot 98 on SP 168168 | 132 | 133 |
| Lot 99 on SP 168168 | 132 | 133 |
| Lot 100 on SP 168168 | 132 | 133 |
| Lot 101 on SP 168168 | 132 | 133 |
| Lot 102 on SP 168168 | 130 | 115 |
| Lot 103 on SP 168168 | 130 | 115 |
| Lot 104 on SP 168168 | 130 | 115 |
| Lot 105 on SP 161306 | 132 | 133 |
| Lot 106 on SP 161306 | 132 | 133 |
| Lot 107 on SP 161306 | 132 | 133 |
| Lot 108 on SP 161306 | 132 | 133 |
| Lot 109 on SP 161306 | 132 | 133 |
| Lot 110 on SP 161306 | 132 | 133 |
| Lot 111 on SP 161306 | 132 | 133 |
| Lot 112 on SP 161306 | 132 | 133 |
| Lot 113 on SP 161306 | 132 | 133 |
| Lot 114 on SP 161306 | 132 | 133 |
| Lot 115 on SP 159425 | 132 | 133 |
| Lot 116 on SP 159425 | 132 | 133 |
| Lot 117 on SP 159425 | 132 | 133 |
| Lot 118 on SP 159425 | 132 | 133 |
| TOTALS | 10,016 | 9,964 |

Explanation of differential contribution lot entitlements

- 1.1 The contribution lot entitlements for the lots are not equal. The allocation of contribution lot entitlements is reflective of the matters and principles set out in the explanation in this Schedule A.
- 1.2 In determining the weighting to be given to the contribution lot entitlements, the following factors have been taken into account:
 - (a) the principal costs to the Body Corporate relate to access roads in the Scheme;
 - (b) the proximity, exposure to, and use by a lot of common property and Body Corporate assets the subject of Body Corporate expenditure and obligations under the Act, or any applicable agreements;
 - (c) the proximity, exposure to, and use by a lot of amenities and services provided for acquired by the Body Corporate and the Body Corporate's obligations in respect of those amenities or services under the Act, or any applicable agreements.
- 1.3 The contribution lot entitlements as allocated are weighted as between lots by factors that reflect, by reference to the matters in this Schedule A, a just and equitable balance.

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

This is a subsidiary scheme in accordance with the layered arrangements identified in Millbrook Estate CTS 32106.

- 1 Millbrook Villas will be a Basic Scheme developed in four stages.
- 2 Each stage of the development will involve the construction of residential townhouses.
- 3 The total number of lots in the Scheme will be 76.
- 4 Common property will be created in the first stage and subsequent additional common property will be created with each additional stage.
- 5 Land not included in the lots or common property in the first stage will be part of the Scheme Land and will be retained by the Original Owner as a residential lot. Each subsequent stage will subdivide part of the land in the residential lot to create additional lots and common property.
- 6 Land not included in the lots or common property in each subsequent stage will be retained by the Original Owner as a reduced residual lot. The final stage will develop all of the remaining land.
- 7 The staging of the Scheme will be as follows:
 - a. Creation of 8 lots and common property, plus a residual lot for future stages by a building format plan.
 - b. Creation of 25 lots and additional common property, plus a residual lot for future stages by a building format plan.
 - c. Creation of 13 lots future stages by a building format plan.
 - d. The final residual lot will be subdivided into 30 lots and additional common property by a building format plan.
- 8 The resultant total number of lots in the Scheme will be 76.
- 9 The four stages are illustrated on the attached concept plan marked "A".
- 10 The lot entitlements for the subdivision to date appear in Schedule A of this community management statement.

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| SCHEDULE C | BY-LAWS |
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1. Recital

- (a) Millbrook Villas CTS 32107 is a Subsidiary Body Corporate in a layered Community Titles Scheme comprising of a Principal Body Corporate (Millbrook Estate CTS 32106), and a second subsidiary scheme (Millbrook Homes CTS 32109).
- (b) The By-Laws of Millbrook Estate CTS 32106 apply to Millbrook Estate, Millbrook Homes and Millbrook Villas and are incorporated into the By-Laws for Millbrook Villas CTS 32107 under the heading 'Part B - By-laws Consistent with Principal Scheme By-laws'.

2. Interpretation

- (a) Headings throughout these by-laws are for guidance only and are not to be used as an aid in the interpretation of these by-laws.
- (b) Plurals include the singular and singular the plural. References to either gender shall include a reference to the other gender.
- (c) Reference to the whole includes any part of the whole.
- (d) If any by-law is inconsistent with any by-law applying to the Principal Scheme, then the by-law will be of no effect to the extent of the inconsistency.
- (e) Where any by-law applies to an Owner, it will also apply to an Occupier (if the context permits).
- (f) Where any by-law applies to an Occupier, it will also apply to an Owner (if the context permits). This does not apply to any special rights or exclusive use that is given to an Occupier, it being acknowledged that these can only be given to an Occupier.
- (g) If it is held by any Court that any by-law (or any part of a by-law) is void, voidable, unlawful or invalid, it will be severed from this Schedule C.

3. Definitions

- (a) Throughout these by-laws, the following terms will, where the context so admits, have the meanings herein ascribed to them.

Act means the *Body Corporate and Community Management Act 1997* (Qld) and the Regulation Module applying to the Scheme.

Body Corporate means the Body Corporate established upon the creation of the Scheme.

Body Corporate Manager means the company duly appointed at general meeting to assist the Body Corporate with the administrative running of the Body Corporate.

Building means any building on the Scheme Land.

By-laws means these by-laws or any specified part of them.

Caretaker means the individuals or corporation appointed by the Body Corporate from time to time under a Caretaker's Agreement.

Common Property means the common property referred to in the Scheme.

Committee means the Committee of the Body Corporate appointed pursuant to the Act.

Committee's Representative means a member of the Committee appointed from time to time for the purpose of representing the Committee.

Development means the Villa Development and Home Development constructed on the Scheme Land for each of the Principal Scheme, Villa Scheme and Home Scheme.

GST means any value added, consumption, turnover or similar tax, impost or duty on goods and/or services which is introduced by the Commonwealth or any State or Territory.

Heavy Vehicle includes a motor vehicle in excess of two (2) tonnes weight unloaded.

Home Development means the home lots, the subject of the Home Scheme.

Home Scheme means Millbrook Homes CTS 32109, established as a subsidiary scheme to the Principal Scheme for the Development.

Home Occupation means the use of the relevant Lot as professional offices to provide consulting services, information technologies or as a mail order business, or such other lawful use as the Committee decided. However, in no circumstances will this extend to use of a Lot for a Real Estate Business.

Improvements means:

- buildings, pergolas, walls, windows, garage roller doors, doors, fly screens, gates, fences, walkways, paths, driveways, yard, lawn, , and drainage facilities located within a Lot or an area of Common Property which attaches to a Lot by virtue of an exclusive use by-law; or
- Any addition or alteration to the Common Property or any Body Corporate Asset

Invitee means any person on the Scheme land with the permission of an Occupier or Owner.

Letting Agent means the person authorised by the Body Corporate as a letting agent for the Scheme.

Lot means a lot in the Scheme.

Occupier and **Owner** have the meanings given to them in the Act.

Outdoor Recreational and Sporting Equipment means balls, scooters, skateboards, rollerblades, roller skates, hoverboards, bicycles, portable basketball hoops, soccer nets and the like.

Principal Body Corporate means the body corporate established for the Principal Scheme.

Principal Scheme means the Millbrook Estate Community Titles Scheme 32106 containing the Lots and Common Property.

Real Estate Business means the business of acting as agent for Owners of Lots in relation to either the sale or rental of Lots. It also extends to ancillary functions such as advertising Lots for rent or sale, negotiating sales or rentals, managing rented Lots and liaising with Owners or Occupiers in relation to these activities, whether or not a payment or commission is received or payable.

Recreation Facilities includes the swimming pool, gym and BBQ area and similar areas and facilities on the Principal Scheme Land.

Regulation Module means the regulation module that applies to the Scheme.

Renovation means:

- Any structural alteration to the exterior of the Lot, including, however not limited to foundation structures, roofing structures providing protection and essential supporting framework, including, however not limited to, load-bearing walls.

Scheme Land means all the land contained in the Scheme.

Scheme means Millbrook Villas Community Titles Scheme 32107.

Security Alarm means an alarm (or similar device) in or on a Lot that emits a noise when activated, which can be heard from outside the Lot.

Services means all gas, electricity, telephone, water, sewerage, fire prevention, ventilation, air conditioning and security services and all other services or systems provided in the Principal Scheme or available for a Lot.

Social Function means a private gathering of a number of people.

Smoke means, to hold or other have control over an ignited smoking product.

Standard means the standard of maintenance (including, without limitation, the frequency of maintenance and the time required to carry out such maintenance) required for common property forming part of the Scheme, which common property is not the subject of an exclusive use by-law.

Subsidiary Schemes means the Villa Scheme and the Home Scheme.

Vehicle means any type of car, motor bike or other form of transport which the Committee (acting reasonably) designates as a 'vehicle' from time to time.

Villa Development means the villas the subject of the Villa Scheme.

Villa Scheme means Scheme, established as a subsidiary scheme to the Principal Scheme for the Development.

Visitor means a person who is invited in any capacity onto Common Property by an Owner or Occupier.

Window Coverings means curtain, blind, venetian or roller shade or shutter.

PART A – BY-LAWS – MILLBROOK VILLAS CTS 32107

4. Principal Scheme By-laws

- (a) Where anything in these by-laws is inconsistent with the Principal Scheme by-laws, the Principal Scheme by-laws are paramount and these by-laws must be read down to the extent of the inconsistency.

5. Entry Doors

- (a) An Owner or Occupier shall not install, renovate, and/or replace Entry Doors to their Lot unless such doors are timber or the colour and design of same are approved by the Committee. In giving such approvals the Committee shall ensure so far as practicable that the door used in all lots present a uniform appearance when viewed from outside the building.

6. Smoking

- (a) An Owner, Occupier or Invitee must not Smoke in a completely or substantially enclosed area of the Common Property.
- (b) An Owner, Occupier or Invitee must not Smoke anywhere on Scheme Land (including, but not limited to, on Common Property and within a Lot (including on a balcony, terrace or courtyard of a Lot)) so as to:
 - (i) Cause a nuisance or hazard to another Owner, Occupier or Invitee;
 - (ii) Interfere unreasonably with the use and enjoyment of another Lot; or
 - (iii) Interfere unreasonably with the use or enjoyment of the Common Property, including the Recreation Facilities.
- (c) Any Smoke drift caused by an Owner, Occupier or Invitee's must not cause an unreasonable interference, nuisance and/or hazard to another Owner, Occupier or Invitee's use and enjoyment of another Lot or Common Property.

7. Exclusive Use By-Law

- (a) An Owner or Occupier of a Lot shall cause any lawns, gardens, paved or other areas within any common property area of which the owner or occupier has been granted exclusive use to be kept in a neat and tidy condition. All trees should be trimmed back at least a metre from and no higher than the roof gutters. If at any time this by-law is not complied with, the Body Corporate, upon 14 days notice to that Owner or Occupier, may cause the necessary work to be carried out and the reasonable cost of carrying out the necessary work shall be payable by the owner or occupier to the Body Corporate upon request.
- (b) The Owners from time to time of Lots 23 to 41 and 62 to 118 inclusive shall be entitled to exclusive use and enjoyment of those parts of the common property designated as courtyard areas, as are indicated with the letters and numbers 23A/23B to 41A/41B and 62A/62B to 118A/118B respectively on the plan annexed to these by-laws and marked "A" and which are identified in Schedule E of the Community management statement. The aforesaid grant of exclusive use and enjoyment is made subject to and conditional upon the said owners allowing the Body Corporate and its committee and its properly appointed servants or agents.

PART B – BY-LAWS CONSISTENT WITH PRINCIPAL SCHEME BY-LAWS

The following by-laws, which are generally consistent with the by-laws for Millbrook Estate CTS 32106, form part of the by-laws applying to Millbrook Villas Community Titles Scheme 32107.

INTRODUCTORY BY-LAWS**8. Noise, Nuisance and Behaviour**

- (a) An Occupier must not use, or permit the use of, a Lot or the Common Property in a way that:
 - (i) Causes a nuisance or hazard;
 - (ii) Interferes unreasonably with the use and enjoyment of another Lot; or
 - (iii) Interferes unreasonably with the use or enjoyment of the Common Property.
- (b) Guests leaving after 11.00pm shall be requested by their hosts to leave quietly. Quietness shall also be observed when an Owner or Occupier of a Lot returns to the dwelling late at night or during early morning hours.
- (c) In the event of any unavoidable noise in a Lot at any time the Owner or Occupier shall take all practical means to minimize annoyance to other Owners or Occupiers of Lots by closing all doors, window and curtains of his Lot and also such further steps as may be within his power for the same purpose.
- (d) An Owner or Occupier of a Lot shall not operate or permit to be operated upon the parcel any radio, two-way radio, short wave radio, transmitter, telecommunications device or electronic equipment so as to interfere with any domestic appliance or apparatus (including a radio or television receiver) lawfully in use upon the Common Property or in any other Lot.
- (e) Unless the prior approval of the Committee has been obtained:
 - (i) All musical instruments, radios, television sets and sound equipment shall be controlled so that the sound is reasonable and does not cause an annoyance to the other Owners and Occupiers of Lots.

- (ii) An Owner or Occupier of a Lot shall not hold or permit to be held any social gathering in the Lot in which there shall occur any noise which unreasonably interferes with the peace and quietness of any other Owner or Occupier of a Lot, at any time of the day or night.
- (iii) The volume of radio, television receivers or sound equipment shall be kept as low as possible at all times and they shall not be operated between the hours of 10.00pm to 8.00am in such a manner as to be audible at all, to any other Owner or Occupier of a Lot.
- (iv) An Owner or Occupier of a Lot shall not permit any musical instrument to be practiced or played upon or any avoidable noise to be made in a Lot between the hours of 10.00pm and 8.00am.
- (v) Quiet playing of musical instruments is permissible to a reasonable extent at any time during the hours of 8.00am to 10:00pm. Practicing during the said hours is permissible but not longer than one hour at a time, or for a total of more than three hours in any day. The Body Corporate shall have the sole right to determine what is reasonable in respect of this By-Law.

9. Observance of these By-Laws

- (a) The duties and obligations imposed by these by-laws on an Owner or Occupier of a Lot must be observed not only by such Owner or Occupier but by the tenants, guests, servants, employees, agents, children, invitees and licensees of such Owner or Occupier.
- (b) An Owner whose Lot is subject to a tenancy agreement, licence or lease must take all reasonable steps to ensure that the tenant, licensee or lessee is aware and will comply with the by-laws.
- (c) An Owner or Occupier of a Lot must take all reasonable steps to ensure that his/her invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using the Common Property.
- (d) Invitees of an Owner or Occupier are not permitted to bring pets onto the scheme without the prior written approval of the Committee.
- (e) The Owner or Occupier of a Lot shall be responsible for and required to promptly repair all damage to the Common Property or personal property vested in it caused by such Owner or Occupier of their invitees.

10. Lots Under Tenancy

- (a) If an Owner's Lot is under a tenancy/tenant agreement, meaning that it is being let to an Occupier, the Owner and/or its duly appointed property manager/agent or whoever manages the tenancy, must, as soon as practically possible after the tenancy agreement has been executed by both parties, provide the Body Corporate with the following:
 - (i) The full names of the tenants as they appear on the tenancy agreement;
 - (ii) The nominated address for service of the tenant;
 - (iii) The term of the tenancy;
 - (iv) The name and service address of the owners' letting agent for the tenancy;
 - (v) And any other information the Body Corporate considers reasonably necessary.

11. Zoning

- (a) Occupiers and Owners must ensure strict compliance with Brisbane City Council zoning requirements set forth for the Body Corporate and location of same, including however, not limited to:
 - (i) The use of their lot;
 - (ii) Number of habitable spaces; and
 - (iii) Over-crowding.

12. Zero Tolerance Policy

- (a) The Body Corporate has a Zero Tolerance Policy to promote an amicable and secure community environment for the peaceful enjoyment of all Occupiers and protect the Millbrook brand name in the real estate market.
- (b) The policy is embodied in 3 core principles:
 - Respect: That the rights and dignity of people are honoured and defended.
 - Justice: That people are treated fairly.
 - Beneficence: That no harm is done to others and the vulnerable are protected.
- (c) The by-laws impose duties and obligations on Occupiers to ensure that no conduct interferes with the peaceful enjoyment of others. Dysfunctional behavior which includes but is not limited to aggression, bullying, discourtesy, discrimination, excessive noise, harassment, intimidation, threats and vandalism, will not be tolerated.

VEHICLES, PARKING & PATHWAYS/DRIVEWAYS**13. Vehicles**

- (a) The Owner or Occupier of a Lot must not without the Body Corporate's written approval park a Vehicle or allow a Vehicle to stand on the Common Property or any easement area to which the Body Corporate has use, including all lawns and gardens on Common Property.
- (b) Approval under this by-law must state the period for which it is given.
- (c) However, the Body Corporate may cancel an approval under by-law 13(a) by giving seven (7) days written notice to the Owner or Occupier.
- (d) An Owner or Occupier shall only allow bona fide Visitors to lots to occupy an area designated as a visitor car parking space and ensure compliance of by-law 15.
- (e) Owners and Occupiers shall not cause or permit Vehicles to leak oil, grease, brake fluid or other motoring fluids onto the Common Property.
- (f) Owners and Occupiers and their Invitees shall observe all parking or road rule sign posted on the Common Property.
- (g) An Occupier shall not, without the prior approval of the Committee:
 - (i) Drive or permit to be driven any Heavy Vehicles over Common Property;
 - (ii) Permit any Invitees' Vehicles to be parked on the roadway forming part of the Common Property at any time;

- (iii) Permit or park any boat, trailer, jet ski, motorbike, camper trailer, campervan or mobile home (or the like) on Common Property, or on a Lot unless it is housed in a garage and is not visible from any part of Scheme area; or
- (iv) Permit any occupation of a caravan, campervan or mobile home upon his Lot.
- (h) The Body Corporate reserves its rights to seek for a Vehicle found in breach of this by-law to be towed.

14. Towing

- (a) The Body Corporate has the right to tow a Vehicle or otherwise move a Vehicle at the Vehicle owner or operator's expense from Scheme Land where the Vehicle is:
 - (i) in breach of this by-law;
 - (ii) blocking an access or an emergency exit; or
 - (iii) causing or posing potential fire or other hazard.

15. Visitor Car Parking

- (a) The Body Corporate may in its absolute discretion, however pursuant to Local Government/Council conditions, nominate car parking spaces within the Common Property for use by Visitors. Such areas will be marked with signage and named 'Visitor Car Parking'.
- (b) The Owner or Occupier of any Lot must ensure that Invitees do not park or stand their Vehicles on the Common Property unless:
 - (i) Within a designated Visitor car parking bay; or
 - (ii) Within the designated parking area for the relevant Owner or Occupier.
- (c) A car parking bay which is a designated Visitor car park must remain available at all times for the sole use of Visitors' vehicles.
- (d) Visitors must ensure to abide by the signage erected at the relevant car parking space, understanding that the terms of use may vary between the spaces.
- (e) If Owners, Occupiers or Invitees breach the terms of use of the car park bays, the Body Corporate reserves its rights to seek for the vehicle to be towed.

16. Speed Limits

- (a) An Owner or Occupier of a Lot must not exceed 15kmh (the **Speed Limit**) while driving any Vehicle on the Common Property and must use his/her best endeavours to ensure that his/her invitees do not exceed the Speed Limit in such circumstances.

17. Obstruction

- (a) An Owner or Occupier of a Lot must not obstruct lawful use of Common Property by any person, and, without limitation, obstruct access to:
 - (i) The Common Property or any Body Corporate Asset; or
 - (ii) Any easement giving access to a Lot or the Common Property

18. Pathways and Driveways and Shared Arrangements

- (a) The pathways, roadways, driveways or any other easement giving access to any part of the Scheme Land shall not be obstructed by any of the Owners or Occupiers or used by them for any other purpose than the reasonable ingress and egress to and from their respective lots and no Owner or Occupier shall park or permit to be parked any Vehicle or water craft so as to prevent the passage of other Vehicles over the said pathways, driveways and easements.
- (b) The Owner or Occupier of a Lot must ensure all Outdoor Recreational and Sporting Equipment is contained within their respective Lot and that it does not encroach onto or be left unattended on the Common Property.

Note: Outdoor Recreational and Sporting Equipment means balls, scooters, skateboards, rollerblades, roller skates, hoverboards, bicycles, portable basketball hoops, soccer nets and the like.

DEALINGS WITH COMMON PROPERTY**19. Damage to Lawns, etc on Common Property**

- (a) The Owner or Occupier of a Lot must not:
 - (i) Damage a lawn, garden, tree, shrub, plant or flower on the Common Property; or
 - (ii) Use a part of the Common Property as a personal garden without prior Body Corporate approval.
- (b) Approval under this by-law must state the period for which it is given.
- (c) However, the Body Corporate may cancel an approval under by-law this by-law by giving seven (7) days written notice to the Owner or Occupier.

20. Damage to Common Property

- (a) An Owner or Occupier of a Lot must not, without the Body Corporate's written approval, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface, a structure that forms part of the Common Property.
- (b) However an Owner or Occupier may install a locking or safety device to protect the Lot against intruders or a screen to prevent entry of animals or insects if the device or screen is soundly built and is consistent with the colour, style and materials of the building.
- (c) The Owner or Occupier of the Lot must keep a device installed under By-Law 20(b) in good order and repair.
- (d) Any damage caused by an Owner or Occupier or their Visitors must be appropriately and satisfactorily repaired by the Owner and/or Occupier.

21. Depositing Rubbish, etc, on Common Property

- (a) An Owner or Occupier of a Lot must not:
 - (i) deposit or throw upon the common property any rubbish, cigarette butts, dirt, dust or other material likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or any other person lawfully using Common Property.

- (ii) throw or allow to fall or permit or suffer to be thrown or to fall, any rubbish, dirt, dust, material, furniture or pet faeces or other substance whatsoever out of any window, door, skylight or balcony of the Lot.

22. Garbage Disposal

- (a) The Owner or Occupier of a Lot must:
 - (i) Comply with all government local laws about the disposal of garbage;
 - (ii) Ensure that the Owner or Occupier does not, in disposing of garbage, adversely affect the health, hygiene of the Owner or Occupier of other Lots;
 - (iii) Place their garbage receptacle/s out for collection no earlier than the evening prior to collection day and shall return their bins to their Lot no later than the evening of collection day.
- (b) An Owner or Occupier must ensure all garbage receptacles are kept within their Lot and not visible from the Common Property.

23. Improper Resumption of Common Property

- (a) An Owner or Occupier must not, without the written approval of the Body Corporate:
 - (i) Use, take, or in any other way acquire any part of the Common Property for their sole or exclusive use unless authorised by the appropriate resolution of the Body Corporate and subsequent by-law;
 - (ii) Improperly take control, acquire or resume in any way part of Common Property;
 - (iii) Interfere with the lawful use and enjoyment of the Common Property by other Owners or Occupiers.

24. Use of Common Property

- (a) An Owner or Occupier must:
 - (i) Use the Common Property or any Body Corporate Asset for the purpose for which it was designed or intended;
 - (ii) Comply with all directions and rules of the Principal Body Corporate relating to conduct on the Common Property or use of any Body Corporate Asset; and
 - (iii) Observe all relevant requirements in connection with the Common Property or Body Corporate Assets.

25. Notices

- (a) All notices displayed on the Common Property by the Principal Body Corporate or any statutory authority must be complied with by the Owners.

LOTS, MAINTENANCE, RENOVATIONS AND APPEARANCE

26. Maintenance of Lots

- (a) Subject to any other by-law to the contrary, an Owner or Occupier of a Lot will:
 - (i) Be responsible for the proper maintenance of his/her Lot;

- (ii) Maintain in good condition and repair any Improvements constructed or installed on the Lot (including where necessary, renewal or replacement of the whole or part thereof).
- (b) The Committee may give written notice to an Owner or Occupier of a Lot requiring that:
 - (i) The improvements be put in a state of good condition and repair (including where necessary, renewal or replacement of the whole or part thereof); and
 - (ii) The obligations under this by-law be complied with,
- (c) and if such notice has not been complied with to the reasonable satisfaction of the Committee within 14 days of the date of that notice, the Committee may, in its absolute discretion, cause the works to be made.
- (d) Occupiers must maintain the interior of his/her Lot in a clean condition and take all practical steps to prevent infestation by vermin and/or insects.
- (e) Occupiers must take care to ensure that, where they have a courtyards or balcony forming part of (or attached to) their Lot, the cleaning of same does not cause water to leak or run onto other Lots or Common Property.
- (f) Windows shall be kept clean and if, where they are the responsibility of the Owner/Occupier, broken or cracked windows shall be promptly by the Owner or Occupier at his expense with fresh glass of the same kind and weight as at present.

27. Use of Lots

- (a) All Lots shall be used for residential purposes, except otherwise provided.
- (b) Occupiers must not carry on or permit any noxious or offensive act, trade, business or occupation or calling from a Lot.
- (c) If permitted by the local government, an Owner or Occupier may use a Lot for a Home Occupation. However, the Owner or Occupier must do so in accordance with the relevant laws and rules of the local government and so long as it does not compete with the Caretaker / Letting Agent duly appointed for the Scheme.
- (d) Where a Lot is used for a Home Occupation, no signage must be used to advertise the Home Occupation without the prior written consent of the Committee.
- (e) For the purpose of this by-law 27, the word 'Caretaker' shall mean the person or corporation who has been appointed by the Body Corporate to perform caretaking functions and to act as an on site letting agent.
- (f) The Caretaker shall be permitted, with the consent of the Body Corporate Committee, to display reasonable signs or notices on the parcel for the purpose of offering for sale or lease or letting any lot in the plan, provided that such signs shall be of a standard that shall not detract from the overall appearance of the development.

28. Alterations to Lots

- (a) 28(a) Application Process for External Work viewable from the Common Property Where an Owner proposes to carry out work which will either alter the exterior of any Lot or fall into the definition of a Renovation, they must follow the procedure set out below:
 - (i) Apply in writing to the Committee, outlining the proposed work and provide plans and specifications. Such plans and specifications must be of the same scale and architectural standard as the development.

- (b) An Owner shall supply details of the proposed Renovation to the Committee for approval. The details of the proposed work submitted shall include:
 - (i) Detailed drawings (i.e. architectural, structural engineering, hydraulics, electrical and fire services etc.);
 - (ii) Detailed descriptions of Renovations (i.e. plumbing, cables, wiring, flooring, installing air-conditioning, etc.);
 - (iii) Contractors' names, license and insurance details; and
 - (iv) Dates of proposed works.
- (c) In considering the application the Committee may have regard to:
 - (i) Previous approvals in the Scheme for similar works;
 - (ii) Previous approvals given the Owner and his/her compliance with same;
 - (iii) Request further information from the Owner reasonably required to make a decision;
 - (iv) Reasonable conditions on the Owner.
- (d) Any approval given will be strictly conditional on the Owner obtaining the necessary (if any) Council (or local government or authority) approval for same.

28(b) Rules for Renovations, etc

- (e) Any Renovation of any Lot must comply with the following and shall not commence until written approval has been received from the Committee.
- (f) Contractors are permitted on site only between the hours permitted by Brisbane City Council. No work is to be carried out on public holidays or weekends, unless consent is obtained from immediate neighbouring Lots
- (g) The Committee may make approval conditional upon the Owner or Occupier accepting rules for the renovation specific to the scale of the proposed works i.e. conditions for a 2 story annex to be more stringent than the replacement of a dividing fence.
- (h) Nothing in these By-Laws shall override any requirements, where necessary, to obtain local authority approval under applicable statutory requirements.
- (i) Electric Vehicle chargers that require new circuit breakers to be installed to the internal switchboard of each Villa must have the electrical works undertaken by a licensed electrician." A copy of an Installation Certificate completed by the installing electrician is to be forwarded by the Owner to the Body Corporate Manager on completion of the installation.

29. Water Apparatus

- (a) An Owner or Occupier of a Lot will see that all water taps on his/her Lot are properly turned off after use.
- (b) All water apparatus including water pipes and drains in each Lot must not be used for any purpose other than the purpose for which they were constructed or installed.

30. Appearance of lot

- (a) The Owner or Occupier of a Lot must not, without the Body Corporate's written approval, make a change to the exterior parts of the Lot, including without limitation a change to the colour of the exterior of the Lot.
- (b) However, no prior approval will be necessary for repainting of driveways, provided that they are repainted with the existing colour. No colour change is permitted without prior approval.
- (c) Owners and Occupiers can obtain samples of the external paint options from the Caretaker's office.
- (d) The Owner or Occupier of a Lot must not, without the Body Corporate's written approval:
 - (i) Hang washing, bedding, or another article if the article is visible from another lot or the Common Property or from outside the scheme land; or
 - (ii) 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; or
 - (iii) Store an item, other than outdoor living furniture (including however not limited to outdoor table, chairs and lounges specifically made for outdoor use), a barbeque and pots and plants on any balcony, deck, private yard or patio like area if the article is visible from another lot, the Common Property or from outside the Scheme land.
- (e) Outside wireless and television aerials may not be erected without written permission of the Body Corporate.
- (f) Occupiers must maintain and regularly clean the post box for the Lot.

Window Coverings, Shutters and the like

- (g) An Owner or Occupier shall not install, renovate, and/or replace curtains visible from outside any Lot unless such curtains have a white or cream backing and are ultra-violet protected. Otherwise no curtains, blinds or other window coverings may be installed unless the colour and design of same are approved by the Committee. In giving such approvals the Committee shall ensure so far as practicable that window coverings used in all lots present a uniform appearance when viewed from outside the building. Mirror finish window tinting is not permitted, but tinting up to the rules applying to motor vehicle tinting is permitted, subject to it being professionally applied. Any degraded tinting must be removed or replaced.
- (h) No external shutters shall be erected without the prior written approval of the Committee and approval will only be considered where the proposed shutters:
 - (i) Are in a shade of white or timber consistent with the external façade of the building;
 - (ii) Are in a location approved by the Committee;
 - (iii) Meet any required Australian Standard; and
 - (iv) Are installed by a licensed installer.
- (i) No external blinds shall be erected without the prior written approval of the Committee and approval will only be considered where the proposed blinds:
 - (i) Are in a shade consistent with the external façade of the building;

- (ii) Are retractable in a vertical manner;
- (iii) Are of a design approved by the Committee;
- (iv) Are in a location approved by the Committee;
- (v) Are not to be attached in any manner to the balcony balustrade;
- (vi) Meet any required Australian Standard; and
- (vii) Are installed by a licensed installer.

Balconies & Courtyards

- (j) An Occupier of a Lot which contains a balcony or courtyard, will be responsible for maintenance or otherwise of any pot plants or planter box(es) located on the balcony or courtyard.
- (k) An Occupier must ensure that all trees, shrubs, creepers and plants in or on any balcony or courtyard or any, pot or planter box contained on their Lot:
 - (i) Do not extend beyond the boundaries of the Lot; and
 - (ii) Do not obstruct the views from any other Lot or interfere with the use and enjoyment of any other Lot.
- (l) An Occupier must take care when watering or carrying out maintenance so as to cause minimum disturbance to any other Owner or Occupier, including however not limited to, ensuring that all plants have drainage trays to prevent leakage to other balconies, Lots or Common Property and ensure to water plants in a manner which avoids leakage onto below balconies, Lots or Common Property.
- (m) An Owner or Occupier of a Lot shall not feed birds out of or from windows, balconies, stairways or walkways.
- (n) An Occupier must ensure balconies and/or courtyards are kept in a clean and tidy manner, including, however not limited to:
 - (i) Ensuring that items are kept in an organised and visually appealing manner;
 - (ii) The balcony and/or courtyard is overall visually appealing.
- (o) Under no circumstances are items to be hung on the balcony balustrade.

31. Heating and Cooling of Lots

- (a) An Owner and/or Occupier will be responsible for any maintenance, repairs, or replacement of the air conditioning units (and associated equipment and infrastructure) attached to and servicing solely their Lot.
- (b) An Owner must not install air conditioning units, or associated equipment and infrastructure, on the Lot or Common Property without obtaining prior written approval from the Body Corporate.
- (c) The air-conditioning unit and associated equipment and infrastructure is to be installed in accordance with the specifications and conditions set down by the Committee from time to time (in reliance of advice from an appropriately qualified air-conditioning installer) which may include (without limitation):

- (i) No ducting visible from the front of a Lot;
 - (ii) No external air conditioning unit visible from the Common Property
 - (iii) All air conditioning units must satisfy Brisbane City Council's minimal noise requirements; and
 - (iv) All air conditioning units must not Interfere unreasonably with the use and enjoyment of another Lot or create a nuisance.
- (d) Upon installation occurring an Owner must maintain, at its own cost, the air conditioning unit and associated equipment and infrastructure (whether on the Lot or Common Property) in good work order and condition and generally in satisfaction of the Body Corporate.
- (e) If the Body Corporate is of the reasonable opinion that an Owner is not maintaining the air conditioning unit and associated equipment and infrastructure in accordance with this by-law, then the Body Corporate and any contractor authorised by it, may enter the Owner's Lot, upon the prerequisite notice being given, to effect any necessary repairs and maintenance to the air conditioning unit and associated equipment and infrastructure.

32. Alienation

- (a) An Occupier must not:
- (i) Take any part of the Common Property for their exclusive use; or
 - (ii) Alienate in any way any part of the Common Property; or
 - (iii) Otherwise interfere with the lawful use and enjoyment of Common Property by other Occupiers,
- without written approval of the Body Corporate.

OWNER/OCCUPIER OBLIGATIONS

33. Keeping of Animals

- (a) An Occupier must not, except with the Committee's written approval:
- (i) Keep an animal on a Lot or the Common Property; or
 - (ii) Permit an Invitee to keep an animal on a Lot or the Common Property.
- (b) An approval given under this by-law may be given on conditions, as the Committee considers appropriate in the circumstances. In addition, any approval will always be subject to the following conditions:
- (i) All animals need to be listed on the Pets Register kept by the Body Corporate;
 - (ii) All Council requirements must be complied with (including as regards the number of pets kept in a Lot);
 - (iii) The animal must not be permitted to defecate on Common Property;
 - (iv) The animal must be domesticated;
 - (v) The animal must wear an identification tag with the contact details of the animal owner;

- (vi) The animal must be on a lead or otherwise property restrained while on Common Property;
 - (vii) Cats must be kept on the Owner or Occupier's Lot and kept from roaming the Scheme in order to protect the natural environment from predatory behavior. It is the Owner or Occupier's responsibility to provide a suitable enclosure for the keeping of a cat;
 - (viii) Any mess caused by the animal must be cleaned up, including ensuring any offensive smells are eliminated as soon as possible;
 - (ix) The animal must be kept in good health, well-groomed and kept free from vermin and disease such as fleas and parasites;
 - (x) If requested by the Committee, the animal owner must supply a veterinary certificate as to the animal's health;
 - (xi) The animal must not make any noise or cause any disturbance that is likely to interfere with the enjoyment of the Occupier of another Lot or any person lawfully using the Common Property.
- (c) An Occupier must comply with any reasonable request of the Committee to ensure that all conditions are met. If any conditions are not met, the approval may be withdrawn by the Committee, however the Committee must first give the Occupier a reasonable opportunity to respond to any contravention of the conditions. Continued confirmed complaints regarding an animal may result in the approval being withdrawn.
 - (d) An application for written approval for an animal under this by-law by an Occupier, who is not the Owner, must be accompanied by a consent from the Owner of the Lot.
 - (e) This by-law does not apply to a person who has a right to be accompanied by a guide, hearing or assistance dog under the *Guide, Hearing or Assistance Dogs Act 2009*.
 - (f) Alternative and/or additional reasonable conditions may be imposed by the Body Corporate depending on the type of animal applied for.
 - (g) Prior approval given is not affected by this by-law however, upon the passing of a prior approved pet the Owner/Occupier must seek new approval for a future animal.

34. Fire Control

- (a) An Occupier must not use or interfere with any fire safety equipment except in the case of an emergency.
- (b) The Body Corporate and an Occupier must, in respect of the Common Property or the Lot, (as the case may be) ensure compliance with fire laws in respect of the Common Property or the Lot.

35. No Fire Risks

- (a) An Owner or Occupier of a lot shall not bring to, do or keep anything in his/her Lot which shall increase the rate of fire insurance on the building or any property on the subject land, or which may conflict with the laws and/or regulations relating to fires or any insurance policy upon the building or any property on the said land, or the regulations or ordinances of any public authority for the time being in force.
- (b) An Owner or Occupier of a lot shall not bring to, or keep any device containing a lithium battery in his/her Lot, that does not meet current Australian Standards. The Committee may request the Owner or Occupier to remove from their Lot any device batteries that are not in accordance with this By Law.

36. Storage of Flammable Liquids / Fire Risk

- (a) An Owner or Occupier of a Lot shall not bring to, do or keep anything in his Lot which shall increase the rate of fire insurance on any property at the Scheme or which may conflict with the laws and/or regulations relating to fires or any insurance policy upon any property on the parcel or the regulations or ordinances of any Public Authority for the time being in force;
- (b) An Owner or Occupier of a Lot shall not, except with the consent of the Body Corporate, use or store upon his Lot or upon the Common Property any flammable chemical, liquid or gas or other flammable material, other than chemical, liquids, gas or other material used or intended to be used for domestic purposes, including gas barbecues, or any such chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

37. Auctions and Sales

- (a) An Owner or Occupier of a Lot must not permit any auction sale to be conducted or to take place in his/her Lot or upon the Common Property without the prior approval in writing of the Committee.
- (b) An Owner shall be entitled to place one For Sale sign on the Common Property directly in front of the Lot provided the Owner has first received prior written approval from the Body Corporate Committee (which must not be unreasonably withheld) and then subject to such reasonable conditions as may be imposed, which may include the following:
 - (i) Signage is restricted a maximum of 180cmH x 90cmW from its base and permitted for a maximum of 60 days (following which a further approval will be required);
 - (ii) Signage must be kept in good order and condition and any damage to Common Property made good at all times;
 - (iii) Signage must be removed immediately following the sale of the Lot;
 - (iv) Restricted to one sign per Lot for sale;
 - (v) "Sold" signs are not permitted;
 - (vi) The Body Corporate may remove a sign to which it has not consented at the expense of the relevant owner; and
 - (vii) An Owner must return the Common Property or that part of the Owner's Lot to its original condition when a sign is removed.

38. Contractors

- (a) An Owner or Occupier of a Lot must not directly instruct any contractors or workmen employed by the Body Corporate unless so authorised, and all requests for consideration of any particular matter to be referred to the Committee shall be directed to the Committee's Representative, who shall in turn refer the same to the Committee for determination.

39. Insurance

- (a) An Owner or Occupier of a Lot must not bring to, do or keep anything on his/her Lot (or the Common Property) which may increase the cost of insurance for the Body Corporate or prevent adequate insurance being obtained without Committee written approval.

BODY CORPORATE OBLIGATIONS**40. Security**

- (a) The Body Corporate may take all reasonable steps to ensure security activity within the Scheme and the observance of these by-laws and without limiting the generality of the foregoing may:
 - (i) Close off any part of the Common Property not required for ingress or egress to a Lot, storage area or carparking space on either a temporary basis or otherwise restrict the access to or use by Owners or Occupiers of any such part of the Common Property;
 - (ii) Permit any designated part of the Common Property to be used by any security person, firm or company (to the exclusion of Owners and Occupiers generally) as a means of monitoring the security and general safety of the parcel;
 - (iii) Obtain, install and maintain locks, alarms, communication systems and other security devices.
- (b) All security equipment installed on Common Property and used in connection with the provision of security for the Scheme shall be and remain the property of the Principal Body Corporate. All security equipment (with the exception of that equipment installed upon any lot which shall be maintained at the cost and expense of the owner of the lot) the property of the Body Corporate shall be repaired and maintained at the cost and expense of the Body Corporate.
- (c) An Owner or Occupier must ensure that all doors and windows to their Lot that are reasonably accessible are securely fastened when the Lot is left unoccupied.
- (d) The Body Corporate shall not be responsible to an Owner (and the Owner shall not be entitled to make any claim for compensation or damages) in the event of a failure of all or any of the security systems put in place by the Body Corporate to operate in the manner in which they are intended. Where the failure to operate arises from a malfunction of the security equipment in a Lot, then the owner shall allow the Body Corporate by its servants, agents or contractors to enter upon the Lot (upon one (1) days notice except in the case where the circumstances require immediate entry, when immediate entry may be effected) and attend to the repair (which term shall include replacement where required) or maintenance of the security equipment. The costs and expenses of the repair and maintenance of the security equipment within a Lot shall be at the cost and expense of the Owner of a Lot.
- (e) An Occupier shall not disclose to any party any information or do anything which may in any way adversely affect any security system which may apply to the Lots or the Common Property.

41. Right of Access

- (a) Where any utility infrastructure crosses through or over any part of a Lot in the Scheme or the Common Property any party benefiting from the utility infrastructure shall at all times be entitled to have access to such areas necessary to access the utility infrastructure as may be necessary to ensure the continuation of services via the utility infrastructure. The right to access must be actioned in a reasonable manner by any such party and so as not to deprive any other party of services from the utility infrastructure and to cause as little disruption as possible to any other party. The party accessing the utility infrastructure must immediately make good any damage caused to any property as a result of such access or activity involving the utility infrastructure.
- (b) The Body Corporate or an authorised person may enter a lot or an exclusive use area if the Body Corporate considers it reasonably necessary:
 - (i) To inspect the Lot or Common Property and find out whether work the Body Corporate is authorised or required to carry out is necessary; or

- (ii) To carry out work the Body Corporate is authorised or required to carry out.
- (c) The Body Corporate may exercise its power under this by-law:
 - (i) In the case of an emergency, at any time (with or without notice of intended entry given to any person);
 - (ii) In the case of a non-urgent matter, after at least 7 days written notice has been given to the Owner or Occupier of the Lot.
- (d) An Owner, Occupier or person must not obstruct an authorised person who is exercising or attempting to exercise power to enter a lot or common property/exclusive use areas.

42. Supply of Security Systems

- (a) The Body Corporate has power to enter into agreement to maintain security systems on or over the Common Property.
- (b) The Principal Body Corporate may provide and/or install Service Infrastructure for the purpose of providing Services to the Scheme Land.
- (c) Occupiers must take reasonable precautions not to overload any Services or Service Infrastructure.

RECREATION FACILITIES

43. Use of Recreation Facilities

- (a) The following rules must be observed with respect to the use of the Recreation Areas.
 - (i) The Recreation Areas are for use by Owners, Occupiers and their Invitees.
 - (ii) The Recreation Areas must not be used between the hours of 10:00pm to 6:30am unless prior approval is obtained from the Committee.
 - (iii) Alcohol is not permitted to be consumed in the Recreation Areas, except within the Barbeque Area.
 - (iv) The Recreation Areas must not be used for commercial purposes.
 - (v) Children below the age of ten (10) years are not permitted in or around the areas unless accompanied by an adult exercising effective control over them. For the Swimming Pool, this means the Occupier/Invitee must be in the fenced pool area with the child(ren).
 - (vi) Occupiers and Invitees must exercise caution at all times and not behave in any manner that is likely to interfere with the use and enjoyment of the same by other persons.
 - (vii) All users of the Recreation Areas must be suitably attired and must observe a dress code suitable for the occasion.
 - (viii) All users of the Recreation Areas comply with the signage posted around the areas.
 - (ix) An Owner or Occupier or Invitee of a Lot must not without proper authority operate, adjust or interfere with the operation of any equipment associated with the Recreation Areas.
 - (x) An Owner or Occupier or Invitee of a Lot must not cause damage to Common Property or Body Corporate assets and equipment.

- (xi) An Owner or Occupier or Invitee of a Lot must not use the Recreation Areas in such a way as to cause a hazard or safety risk.
- (xii) Owners, Occupiers and Invitees must leave the Recreation Areas clean and tidy after use.
- (xiii) Owners, Occupiers and Invitees must not bring animals into the area, subject to the *Guide, Hearing or Assistance Dogs Act 2009*.

44. Swimming Pool

- (a) An Owner and Occupier must use, and permit the use by its Invitees of, the pool in a way which:
 - (i) Does not cause damage.
 - (ii) Does not cause a nuisance or an unreasonable interference to any Owner or Occupier (through noise or otherwise).
 - (iii) Does not interfere with the maintenance or upkeep of the pools or the surrounding areas.
 - (iv) Does not cause a hazard or safety risk, remembering persons swim and use at their own risk.
 - (v) Ensures that the Owner, Occupier or their Invitees are appropriately supervised.
 - (vi) Leaves the area clean and tidy after use.
 - (vii) Does not bring animals into the area.
- (b) For the safety of all persons using the swimming pool, an Owner and Occupier and its Invitees must not:
 - (i) Bring glass or breakable items into the pool area.
 - (ii) Consume alcohol while swimming in the pool.
 - (iii) Consume food while in the pool area.
 - (iv) Interfere with the maintenance and upkeep of the pool and surrounding areas.

45. Gymnasium

- (a) Children below the age of fourteen (14) are not permitted to use or be present in the gymnasium area, for safety reasons.
- (b) Owners, Occupiers and their Invitees may use the gymnasium on the following further conditions:
 - (i) When using the gymnasium, Owners, Occupiers and Invitees must:
 - (ii) Place a towel between the user and the seating area of the equipment;
 - (iii) Wipe down all equipment after use and ensure equipment is left in a clean and hygienic state;
 - (iv) Wear appropriate attire, including shirt and enclosed, flat shoes; and
 - (v) Exercise care and caution when using the equipment so as to not cause damage to the equipment/machine, nor harm to themselves or any other person;

- (vi) Not throw or drop weights, or use them as a tool;
 - (vii) Return all weights and other equipment to their appropriate places; and
 - (viii) Notify the Body Corporate in the event that any equipment is broken and/or presents a hazard.
- (c) For the safety of all persons using the gymnasium, Owners, Occupiers and their Invitees must not:
- (i) Bring glass or other breakable items into the gymnasium;
 - (ii) Consume alcohol while in the gymnasium; or
 - (iii) Consume food while in the gymnasium.

46. Barbeque Area

- (a) Owners and Occupiers may use the barbeque area, on the following conditions:
- (i) The Owner or Occupiers does not deface or cause any damage to the fixtures, fittings and facilities.
 - (ii) The Owner or Occupier properly and adequately cleans and tidies the area after use.

47. Social Functions

- (a) An Owner or Occupier must seek prior approval from the Body Corporate prior to using an area of the Common Property for the purpose of a Social Function.

48. Committee May Make Rules

- (a) The Committee may, by passing a majority vote at committee level, make rules consistent with these by-laws relating to the Common Property and in particular as to security and for the recreational facilities unless and until they are disallowed or revoked by a majority resolution at a General Meeting of the Owners.

SPECIAL PRIVILEGES & EXCLUSIVE USE**49. Special Privileges**

- (a) For as long as there is in existence an agreement with the Owner or Occupier of Lot 49 in the Home Scheme for such Owner or Occupier to provide services for the control, management and administration of the Common Property (a "Caretaking Agreement") and/or an agreement for such Owner or Occupier to provide letting and ancillary services to such of the Owners or Occupiers of Lots who wish to avail themselves of such services (a "letting agreement") then:
- (i) The Body Corporate will not itself, directly or indirectly, provide any of the services set out in the agreements;
 - (ii) The Body Corporate will not allow any person or company other than the party to such agreement to provide, from the Scheme Land, any of the services set out in the agreements;
 - (iii) The Body Corporate will not enter into with any person or entity an agreement similar to the agreements;
 - (iv) The Owner or Occupier of Lot 49 in the Home Scheme will be entitled to erect or display signs or notices in or on the Common Property advertising any of the services it provides pursuant to the agreements;

- (v) The Body Corporate must not grant to any other person or corporation the right to conduct any business of a similar nature to the letting business from within the scheme land nor must the Body Corporate (or any of its members individually) directly or indirectly conduct or attempt to conduct any business of a similar nature to the letting business from within the scheme land;
 - (vi) The Body Corporate must not make any part of the Common Property available to any person or corporation for the purpose of conducting a letting business; and
 - (vii) The Body Corporate confers on the Owner of Lot 49 in the Home Scheme special privileges in respect of the whole of the Common Property to use same in connection with the business carried out pursuant to the agreement.
- (b) The Body Corporate will continue to be responsible to carry out its duties pursuant to the Body Corporate and Community Management Act in respect of any Common Property for which special privileges have been granted pursuant to this By-Law.

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| SCHEDULE D | OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED |
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LOTS AFFECTED BY STATUTORY EASEMENTS

| Lot on Plan or CP | Statutory Easement | Services Location Diagram |
|---------------------|--|---------------------------|
| Lot 23 on SP 161306 | Electricity supply, sewer system, water reticulation and supply, drainage for stormwater and roofwater, gas reticulation and supply and telephone service and support. | E |
| Lot 24 on SP 161306 | Electricity supply, sewer system, water reticulation and supply, drainage for stormwater and roofwater, gas reticulation and supply and telephone service and support. | E |
| Lot 25 on SP 161306 | Electricity supply, sewer system, water reticulation and supply, drainage for stormwater and roofwater, gas reticulation and supply and telephone service and support. | E |
| Lot 26 on SP 161306 | Electricity supply, sewer system, water reticulation and supply, drainage for stormwater and roofwater, gas reticulation and supply and telephone service and support. | E |
| Lot 27 on SP 161306 | Electricity supply, sewer system, water reticulation and supply, drainage for stormwater and roofwater, gas reticulation and supply and telephone service and support. | E |
| Lot 28 on SP 161306 | Electricity supply, sewer system, water reticulation and supply, drainage for stormwater and roofwater, gas reticulation and supply and telephone service and support. | E |
| Lot 29 on SP 161306 | Electricity supply, sewer system, water reticulation and supply, drainage for stormwater and roofwater, gas reticulation and supply and telephone service and support. | E |
| Lot 30 on SP 161306 | Electricity supply, sewer system, water reticulation and supply, drainage for stormwater and roofwater, gas reticulation and supply and telephone service and support. | E |
| Lot 31 on SP 161306 | Electricity supply, sewer system, water reticulation and supply, drainage for stormwater and roofwater, gas reticulation and supply and telephone service and support. | E |
| Lot 32 on SP 161306 | Electricity supply, sewer system, water reticulation and supply, drainage for | E |

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| | stormwater and roofwater, gas reticulation and supply and telephone service and support. | |
| Lot 33 on SP 161306 | Electricity supply, sewer system, water reticulation and supply, drainage for stormwater and roofwater, gas reticulation and supply and telephone service and support. | E |
| Lot 34 on SP 161306 | Electricity supply, sewer system, water reticulation and supply, drainage for stormwater and roofwater, gas reticulation and supply and telephone service and support. | E |
| Lot 35 on SP 161306 | Electricity supply, sewer system, water reticulation and supply, drainage for stormwater and roofwater, gas reticulation and supply and telephone service and support. | E |
| Lot 36 on SP 161306 | Electricity supply, sewer system, water reticulation and supply, drainage for stormwater and roofwater, gas reticulation and supply and telephone service and support. | E |
| Lot 37 on SP 161306 | Electricity supply, sewer system, water reticulation and supply, drainage for stormwater and roofwater, gas reticulation and supply and telephone service and support. | E |
| Lot 38 on SP 159425 | Electricity supply, sewer system, water reticulation and supply, drainage for stormwater and roofwater, gas reticulation and supply and telephone service and support. | E |
| Lot 39 on SP 159425 | Electricity supply, sewer system, water reticulation and supply, drainage for stormwater and roofwater, gas reticulation and supply and telephone service and support. | E |
| Lot 40 on SP 159425 | Electricity supply, sewer system, water reticulation and supply, drainage for stormwater and roofwater, gas reticulation and supply and telephone service and support. | E |
| Lot 41 on SP 159425 | Electricity supply, sewer system, water reticulation and supply, drainage for stormwater and roofwater, gas reticulation and supply and telephone service and support. | E |
| Lot 62 on SP 171225 | Electricity supply, sewer system, water reticulation and supply, drainage for stormwater and roofwater, gas reticulation and supply and telephone service and support. | E |

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| Lot 63 on SP 171225 | Electricity supply, sewer system, water reticulation and supply, drainage for stormwater and roofwater, gas reticulation and supply and telephone service and support. | E |
| Lot 64 on SP 171225 | Electricity supply, sewer system, water reticulation and supply, drainage for stormwater and roofwater, gas reticulation and supply and telephone service and support. | E |
| Lot 65 on SP 171225 | Electricity supply, sewer system, water reticulation and supply, drainage for stormwater and roofwater, gas reticulation and supply and telephone service and support. | E |
| Lot 66 on SP 171225 | Electricity supply, sewer system, water reticulation and supply, drainage for stormwater and roofwater, gas reticulation and supply and telephone service and support. | E |
| Lot 67 on SP 171225 | Electricity supply, sewer system, water reticulation and supply, drainage for stormwater and roofwater, gas reticulation and supply and telephone service and support. | E |
| Lot 68 on SP 171225 | Electricity supply, sewer system, water reticulation and supply, drainage for stormwater and roofwater, gas reticulation and supply and telephone service and support. | E |
| Lot 69 on SP 171225 | Electricity supply, sewer system, water reticulation and supply, drainage for stormwater and roofwater, gas reticulation and supply and telephone service and support. | E |
| Lot 70 on SP 171225 | Electricity supply, sewer system, water reticulation and supply, drainage for stormwater and roofwater, gas reticulation and supply and telephone service and support. | E |
| Lot 71 on SP 171225 | Electricity supply, sewer system, water reticulation and supply, drainage for stormwater and roofwater, gas reticulation and supply and telephone service and support. | E |
| Lot 72 on SP 171225 | Electricity supply, sewer system, water reticulation and supply, drainage for stormwater and roofwater, gas reticulation and supply and telephone service and support. | E |
| Lot 73 on SP 171225 | Electricity supply, sewer system, water reticulation and supply, drainage for stormwater and roofwater, gas | E |

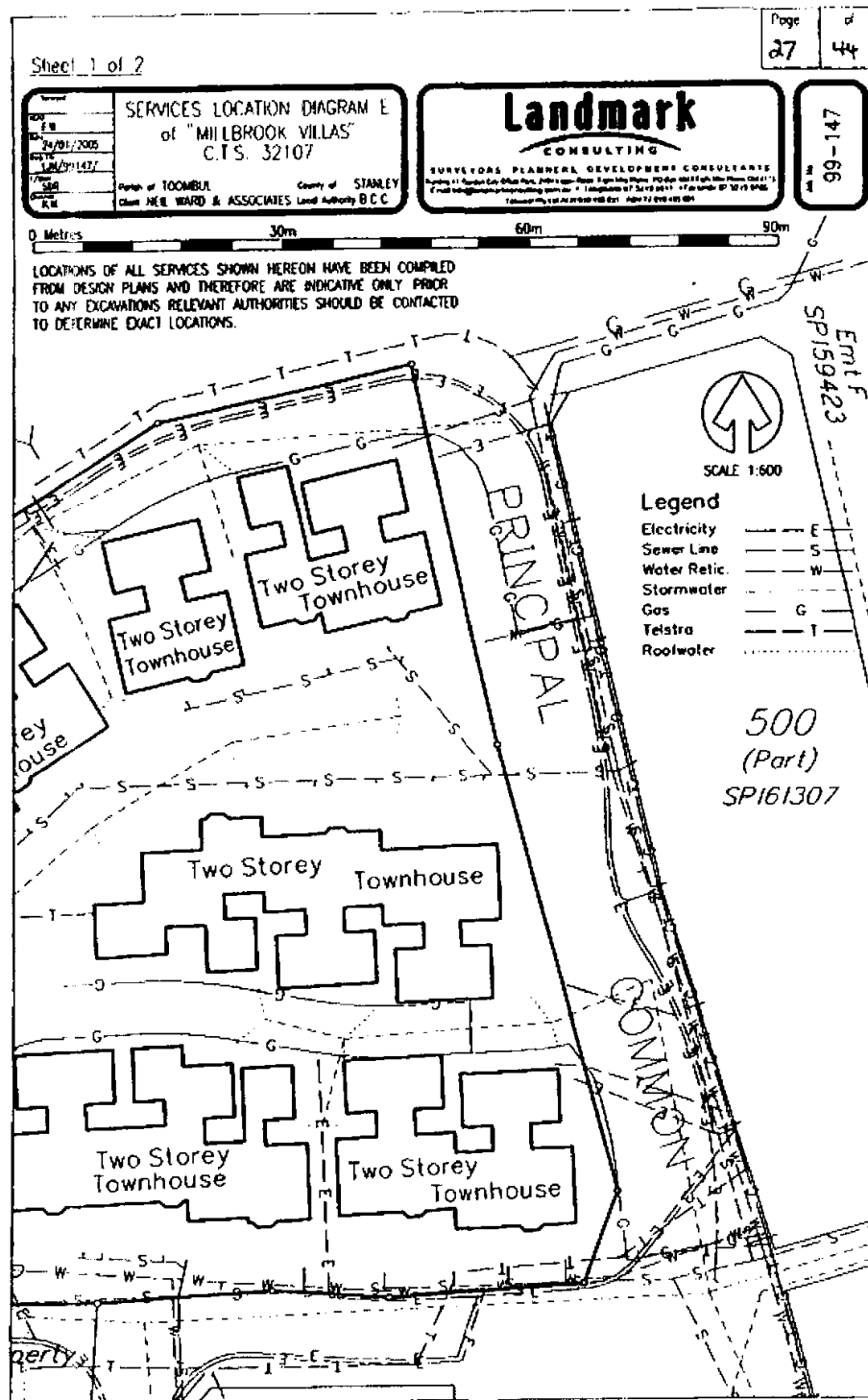
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| | reticulation and supply and telephone service and support. | |
| Lot 74 on SP 171225 | Electricity supply, sewer system, water reticulation and supply, drainage for stormwater and roofwater, gas reticulation and supply and telephone service and support. | E |
| Lot 75 on SP 171225 | Electricity supply, sewer system, water reticulation and supply, drainage for stormwater and roofwater, gas reticulation and supply and telephone service and support. | E |
| Lot 76 on SP 171225 | Electricity supply, sewer system, water reticulation and supply, drainage for stormwater and roofwater, gas reticulation and supply and telephone service and support. | E |
| Lot 77 on SP 171225 | Electricity supply, sewer system, water reticulation and supply, drainage for stormwater and roofwater, gas reticulation and supply and telephone service and support. | E |
| Lot 78 on SP 171225 | Electricity supply, sewer system, water reticulation and supply, drainage for stormwater and roofwater, gas reticulation and supply and telephone service and support. | E |
| Lot 79 on SP 171225 | Electricity supply, sewer system, water reticulation and supply, drainage for stormwater and roofwater, gas reticulation and supply and telephone service and support. | E |
| Lot 80 on SP 171225 | Electricity supply, sewer system, water reticulation and supply, drainage for stormwater and roofwater, gas reticulation and supply and telephone service and support. | E |
| Lot 81 on SP 171225 | Electricity supply, sewer system, water reticulation and supply, drainage for stormwater and roofwater, gas reticulation and supply and telephone service and support. | E |
| Lot 82 on SP 171225 | Electricity supply, sewer system, water reticulation and supply, drainage for stormwater and roofwater, gas reticulation and supply and telephone service and support. | E |
| Lot 83 on SP 171225 | Electricity supply, sewer system, water reticulation and supply, drainage for stormwater and roofwater, gas reticulation and supply and telephone service and support. | E |
| Lot 84 on SP 171225 | Electricity supply, sewer system, water | E |

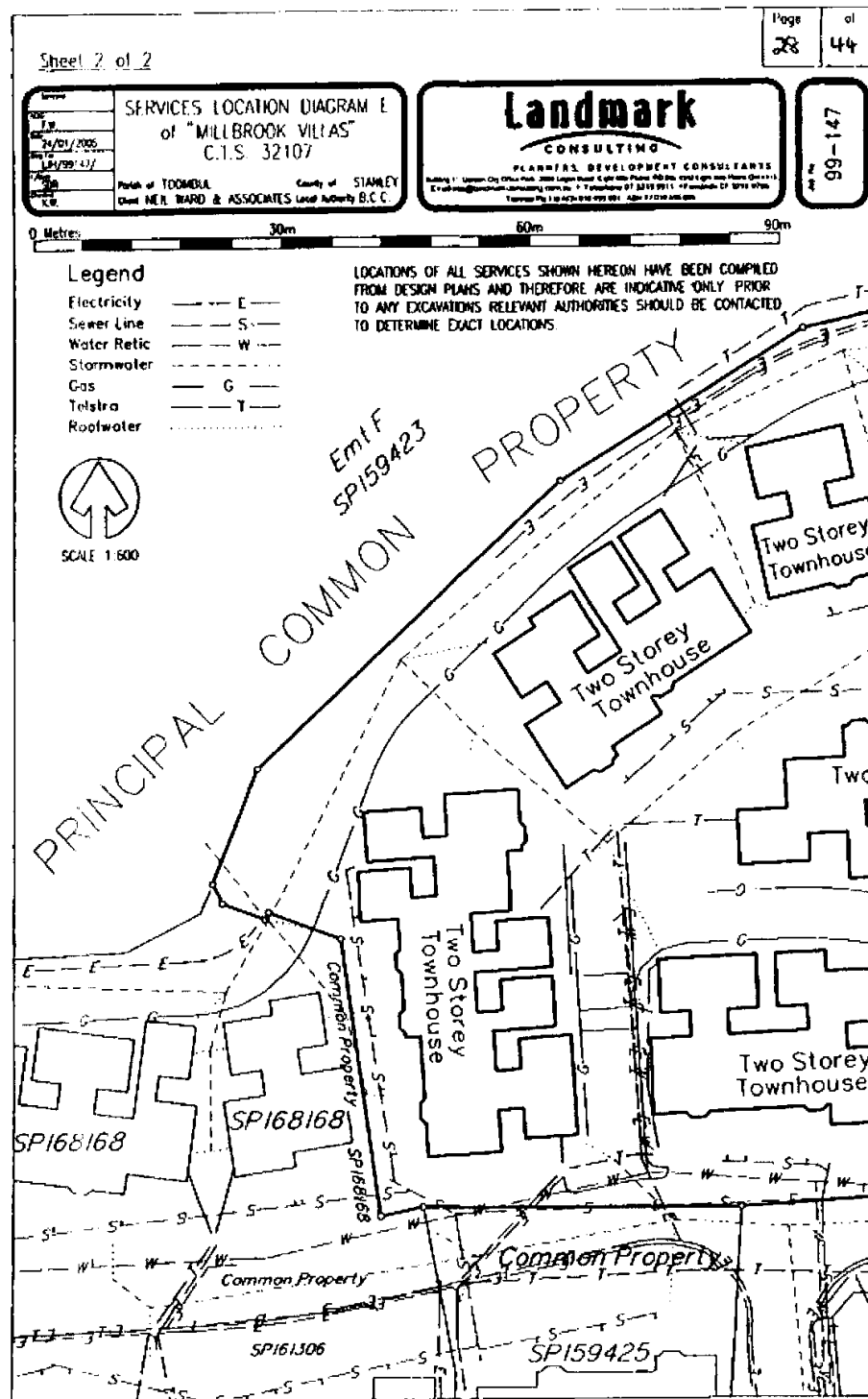
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| | reticulation and supply, drainage for stormwater and roofwater, gas reticulation and supply and telephone service and support. | |
| Lot 85 on SP 171225 | Electricity supply, sewer system, water reticulation and supply, drainage for stormwater and roofwater, gas reticulation and supply and telephone service and support. | E |
| Lot 86 on SP 171225 | Electricity supply, sewer system, water reticulation and supply, drainage for stormwater and roofwater, gas reticulation and supply and telephone service and support. | E |
| Lot 87 on SP 171225 | Electricity supply, sewer system, water reticulation and supply, drainage for stormwater and roofwater, gas reticulation and supply and telephone service and support. | E |
| Lot 88 on SP 171225 | Electricity supply, sewer system, water reticulation and supply, drainage for stormwater and roofwater, gas reticulation and supply and telephone service and support. | E |
| Lot 89 on SP 171225 | Electricity supply, sewer system, water reticulation and supply, drainage for stormwater and roofwater, gas reticulation and supply and telephone service and support. | E |
| Lot 90 on SP 171225 | Electricity supply, sewer system, water reticulation and supply, drainage for stormwater and roofwater, gas reticulation and supply and telephone service and support. | E |
| Lot 91 on SP 171225 | Electricity supply, sewer system, water reticulation and supply, drainage for stormwater and roofwater, gas reticulation and supply and telephone service and support. | E |
| Lot 92 on SP 168168 | Electricity supply, sewer system, water reticulation and supply, drainage for stormwater and roofwater, gas reticulation and supply and telephone service and support. | E |
| Lot 93 on SP 168168 | Electricity supply, sewer system, water reticulation and supply, drainage for stormwater and roofwater, gas reticulation and supply and telephone service and support. | E |
| Lot 94 on SP 168168 | Electricity supply, sewer system, water reticulation and supply, drainage for stormwater and roofwater, gas reticulation and supply and telephone service and support. | E |

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| Lot 95 on SP 168168 | Electricity supply, sewer system, water reticulation and supply, drainage for stormwater and roofwater, gas reticulation and supply and telephone service and support. | E |
| Lot 96 on SP 168168 | Electricity supply, sewer system, water reticulation and supply, drainage for stormwater and roofwater, gas reticulation and supply and telephone service and support. | E |
| Lot 97 on SP 168168 | Electricity supply, sewer system, water reticulation and supply, drainage for stormwater and roofwater, gas reticulation and supply and telephone service and support. | E |
| Lot 98 on SP 168168 | Electricity supply, sewer system, water reticulation and supply, drainage for stormwater and roofwater, gas reticulation and supply and telephone service and support. | E |
| Lot 99 on SP 168168 | Electricity supply, sewer system, water reticulation and supply, drainage for stormwater and roofwater, gas reticulation and supply and telephone service and support. | E |
| Lot 100 on SP 168168 | Electricity supply, sewer system, water reticulation and supply, drainage for stormwater and roofwater, gas reticulation and supply and telephone service and support. | E |
| Lot 101 on SP 168168 | Electricity supply, sewer system, water reticulation and supply, drainage for stormwater and roofwater, gas reticulation and supply and telephone service and support. | E |
| Lot 102 on SP 168168 | Electricity supply, sewer system, water reticulation and supply, drainage for stormwater and roofwater, gas reticulation and supply and telephone service and support. | E |
| Lot 103 on SP 168168 | Electricity supply, sewer system, water reticulation and supply, drainage for stormwater and roofwater, gas reticulation and supply and telephone service and support. | E |
| Lot 104 on SP 168168 | Electricity supply, sewer system, water reticulation and supply, drainage for stormwater and roofwater, gas reticulation and supply and telephone service and support. | E |
| Lot 105 on SP 161306 | Electricity supply, sewer system, water reticulation and supply, drainage for stormwater and roofwater, gas | E |

| | | |
|----------------------|--|---|
| | reticulation and supply and telephone service and support. | |
| Lot 106 on SP 161306 | Electricity supply, sewer system, water reticulation and supply, drainage for stormwater and roofwater, gas reticulation and supply and telephone service and support. | E |
| Lot 107 on SP 161306 | Electricity supply, sewer system, water reticulation and supply, drainage for stormwater and roofwater, gas reticulation and supply and telephone service and support. | E |
| Lot 108 on SP 161306 | Electricity supply, sewer system, water reticulation and supply, drainage for stormwater and roofwater, gas reticulation and supply and telephone service and support. | E |
| Lot 109 on SP 161306 | Electricity supply, sewer system, water reticulation and supply, drainage for stormwater and roofwater, gas reticulation and supply and telephone service and support. | E |
| Lot 110 on SP 161306 | Electricity supply, sewer system, water reticulation and supply, drainage for stormwater and roofwater, gas reticulation and supply and telephone service and support. | E |
| Lot 111 on SP 161306 | Electricity supply, sewer system, water reticulation and supply, drainage for stormwater and roofwater, gas reticulation and supply and telephone service and support. | E |
| Lot 112 on SP 161306 | Electricity supply, sewer system, water reticulation and supply, drainage for stormwater and roofwater, gas reticulation and supply and telephone service and support. | E |
| Lot 113 on SP 161306 | Electricity supply, sewer system, water reticulation and supply, drainage for stormwater and roofwater, gas reticulation and supply and telephone service and support. | E |
| Lot 114 on SP 161306 | Electricity supply, sewer system, water reticulation and supply, drainage for stormwater and roofwater, gas reticulation and supply and telephone service and support. | E |
| Lot 115 on SP 159425 | Electricity supply, sewer system, water reticulation and supply, drainage for stormwater and roofwater, gas reticulation and supply and telephone service and support. | E |
| Lot 116 on SP 159425 | Electricity supply, sewer system, water | E |

| | | |
|----------------------|--|---|
| | reticulation and supply, drainage for stormwater and roofwater, gas reticulation and supply and telephone service and support. | |
| Lot 117 on SP 159425 | Electricity supply, sewer system, water reticulation and supply, drainage for stormwater and roofwater, gas reticulation and supply and telephone service and support. | E |
| Lot 118 on SP 159425 | Electricity supply, sewer system, water reticulation and supply, drainage for stormwater and roofwater, gas reticulation and supply and telephone service and support. | E |





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

| Lot on Plan | Exclusive Use Area |
|---------------------|--|
| Lot 23 on SP 161306 | Area 23A on sketch marked "A" Courtyard |
| Lot 24 on SP 161306 | Area 24A on sketch marked "A" Courtyard |
| Lot 25 on SP 161306 | Area 25A on sketch marked "A" Courtyard |
| Lot 26 on SP 161306 | Area 26A on sketch marked "A" Courtyard Area 26B on sketch marked "A" Courtyard |
| Lot 27 on SP 161306 | Area 27A on sketch marked "A" Courtyard |
| Lot 28 on SP 161306 | Area 28A on sketch marked "A" Courtyard Area 28B on sketch marked "A" Courtyard |
| Lot 29 on SP 161306 | Area 29A on sketch marked "A" Courtyard Area 29B on sketch marked "A" Courtyard |
| Lot 30 on SP 161306 | Area 30A on sketch marked "A" Courtyard Area 30B on sketch marked "A" Courtyard |
| Lot 31 on SP 161306 | Area 31A on sketch marked "A" Courtyard Area 31B on sketch marked "A" Courtyard |
| Lot 32 on SP 161306 | Area 32A on sketch marked "A" Courtyard Area 32B on sketch marked "A" Courtyard |
| Lot 33 on SP 161306 | Area 33A on sketch marked "A" Courtyard Area 33B on sketch marked "A" Courtyard |
| Lot 34 on SP 161306 | Area 34A on sketch marked "A" Courtyard Area 34B on sketch marked "A" Courtyard |
| Lot 35 on SP 161306 | Area 35A on sketch marked "A" Courtyard Area 35B on sketch marked "A" Courtyard |
| Lot 36 on SP 161306 | Area 36A on sketch marked "A" Courtyard Area 36B on sketch marked "A" Courtyard |
| Lot 37 on SP 161306 | Area 37A on sketch marked "A" Courtyard Area 37B on sketch marked "A" Courtyard |
| Lot 38 on SP 159425 | Area 38A on sketch marked "A" Courtyard Area 38B on sketch marked "A" Courtyard |

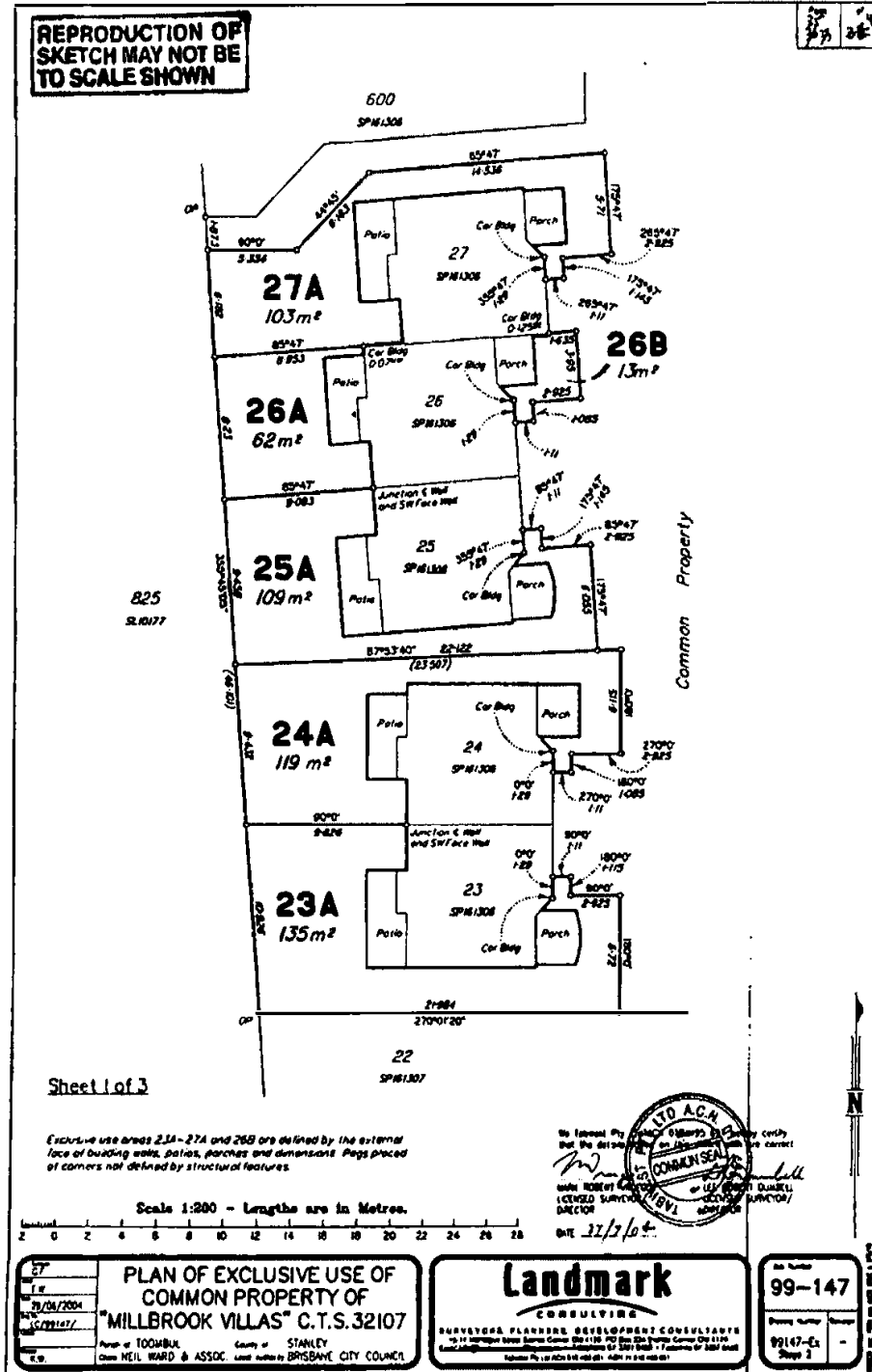
| | |
|---------------------|--|
| Lot 39 on SP 159425 | Area 39A on sketch marked "A" Courtyard Area 39B on sketch marked "A" Courtyard |
| Lot 40 on SP 159425 | Area 40A on sketch marked "A" Courtyard Area 40B on sketch marked "A" Courtyard |
| Lot 41 on SP 159425 | Area 41A on sketch marked "A" Courtyard Area 41B on sketch marked "A" Courtyard |
| Lot 62 on SP 171225 | Area 62A on sketch marked "A" Courtyard Area 62B on sketch marked "A" Courtyard |
| Lot 63 on SP 171225 | Area 63A on sketch marked "A" Courtyard Area 63B on sketch marked "A" Courtyard |
| Lot 64 on SP 171225 | Area 64A on sketch marked "A" Courtyard Area 64B on sketch marked "A" Courtyard |
| Lot 65 on SP 171225 | Area 65A on sketch marked "A" Courtyard Area 65B on sketch marked "A" Courtyard |
| Lot 66 on SP 171225 | Area 66A on sketch marked "A" Courtyard Area 66B on sketch marked "A" Courtyard |
| Lot 67 on SP 171225 | Area 67A on sketch marked "A" Courtyard Area 67B on sketch marked "A" Courtyard |
| Lot 68 on SP 171225 | Area 68A on sketch marked "A" Courtyard Area 68B on sketch marked "A" Courtyard |
| Lot 69 on SP 171225 | Area 69A on sketch marked "A" Courtyard Area 69B on sketch marked "A" Courtyard |
| Lot 70 on SP 171225 | Area 70A on sketch marked "A" Courtyard Area 70B on sketch marked "A" Courtyard |
| Lot 71 on SP 171225 | Area 71A on sketch marked "A" Courtyard Area 71B on sketch marked "A" Courtyard |
| Lot 72 on SP 171225 | Area 72A on sketch marked "A" Courtyard Area 72A on sketch marked "A" Courtyard |
| Lot 73 on SP 171225 | Area 73A on sketch marked "A" Courtyard Area 73B on sketch marked "A" Courtyard |

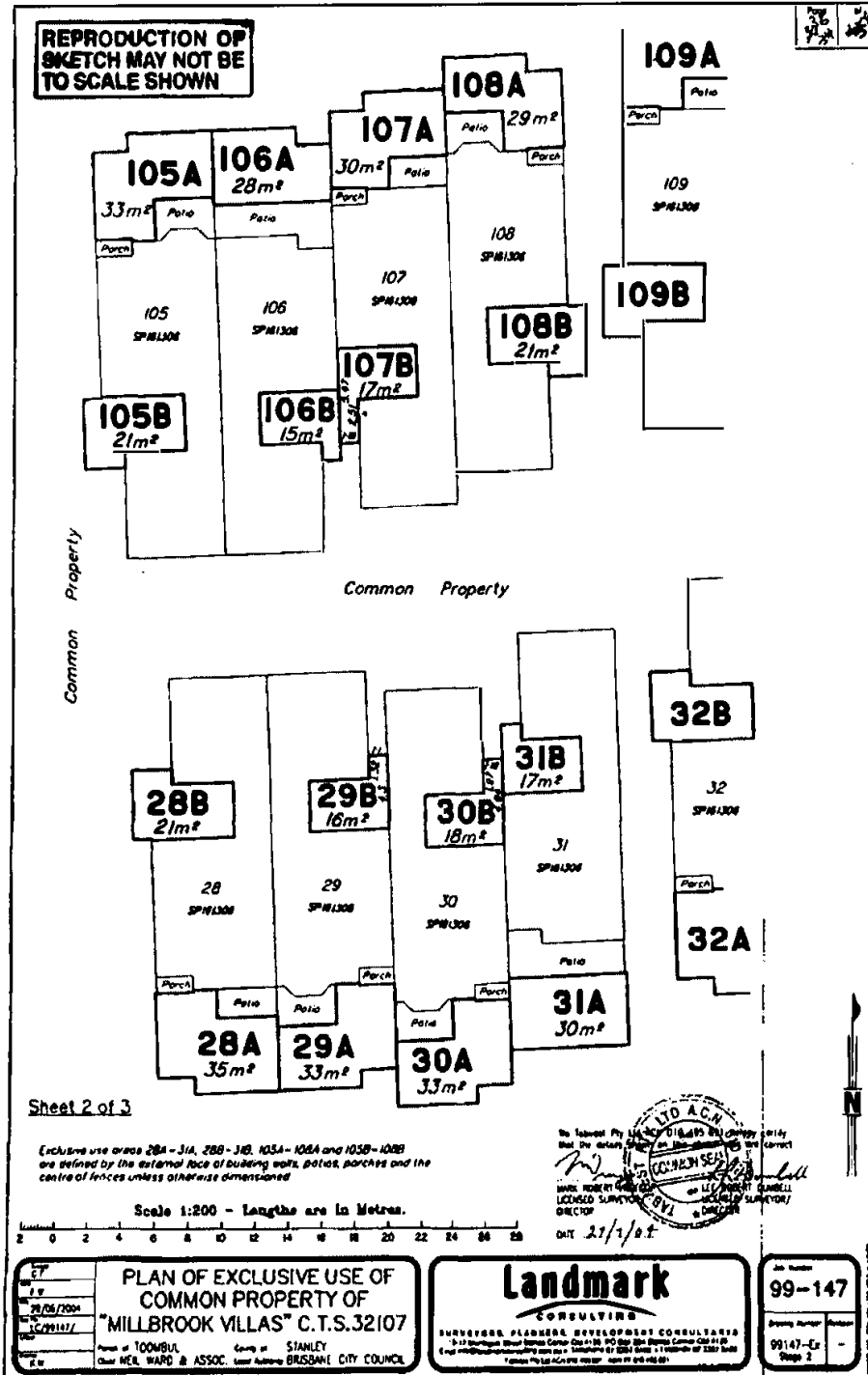
| | |
|---------------------|--|
| Lot 74 on SP 171225 | Area 74A on sketch marked "A" Courtyard Area 74B on sketch marked "A" Courtyard |
| Lot 75 on SP 171225 | Area 75A on sketch marked "A" Courtyard Area 75B on sketch marked "A" Courtyard |
| Lot 76 on SP 171225 | Area 76A on sketch marked "A" Courtyard Area 76B on sketch marked "A" Courtyard |
| Lot 77 on SP 171225 | Area 77A on sketch marked "A" Courtyard Area 77B on sketch marked "A" Courtyard |
| Lot 78 on SP 171225 | Area 78A on sketch marked "A" Courtyard Area 78B on sketch marked "A" Courtyard |
| Lot 79 on SP 171225 | Area 79A on sketch marked "A" Courtyard Area 79B on sketch marked "A" Courtyard |
| Lot 80 on SP 171225 | Area 80A on sketch marked "A" Courtyard Area 80B on sketch marked "A" Courtyard |
| Lot 81 on SP 171225 | Area 81A on sketch marked "A" Courtyard Area 81B on sketch marked "A" Courtyard |
| Lot 82 on SP 171225 | Area 82A on sketch marked "A" Courtyard Area 82B on sketch marked "A" Courtyard |
| Lot 83 on SP 171225 | Area 83A on sketch marked "A" Courtyard Area 83B on sketch marked "A" Courtyard |
| Lot 84 on SP 171225 | Area 84A on sketch marked "A" Courtyard Area 84B on sketch marked "A" Courtyard |
| Lot 85 on SP 171225 | Area 85A on sketch marked "A" Courtyard Area 85B on sketch marked "A" Courtyard |
| Lot 86 on SP 171225 | Area 86A on sketch marked "A" Courtyard Area 86B on sketch marked "A" Courtyard |
| Lot 87 on SP 171225 | Area 87A on sketch marked "A" Courtyard Area 87B on sketch marked "A" Courtyard |
| Lot 88 on SP 171225 | Area 88A on sketch marked "A" Courtyard Area 88B on sketch marked "A" Courtyard |

| | |
|----------------------|--|
| Lot 89 on SP 171225 | Area 89A on sketch marked "A" Courtyard Area 89B on sketch marked "A" Courtyard |
| Lot 90 on SP 171225 | Area 90A on sketch marked "A" Courtyard Area 90B on sketch marked "A" Courtyard |
| Lot 91 on SP 171225 | Area 91A on sketch marked "A" Courtyard Area 91B on sketch marked "A" Courtyard |
| Lot 92 on SP 168168 | Area 92A on sketch marked "A" Courtyard Area 92B on sketch marked "A" Courtyard |
| Lot 93 on SP 168168 | Area 93A on sketch marked "A" Courtyard Area 93B on sketch marked "A" Courtyard |
| Lot 94 on SP 168168 | Area 94A on sketch marked "A" Courtyard Area 94B on sketch marked "A" Courtyard |
| Lot 95 on SP 168168 | Area 95A on sketch marked "A" Courtyard Area 95B on sketch marked "A" Courtyard |
| Lot 96 on SP 168168 | Area 96A on sketch marked "A" Courtyard Area 96B on sketch marked "A" Courtyard |
| Lot 97 on SP 168168 | Area 97A on sketch marked "A" Courtyard Area 97B on sketch marked "A" Courtyard |
| Lot 98 on SP 168168 | Area 98A on sketch marked "A" Courtyard Area 98B on sketch marked "A" Courtyard |
| Lot 99 on SP 168168 | Area 99A on sketch marked "A" Courtyard Area 99B on sketch marked "A" Courtyard |
| Lot 100 on SP 168168 | Area 100A on sketch marked "A" Courtyard Area 100B on sketch marked "A" Courtyard |
| Lot 101 on SP 168168 | Area 101A on sketch marked "A" Courtyard Area 101B on sketch marked "A" Courtyard |
| Lot 102 on SP 168168 | Area 102A on sketch marked "A" Courtyard |
| Lot 103 on SP 168168 | Area 103A on sketch marked "A" Courtyard Area 103B on sketch marked "A" Courtyard |
| Lot 104 on SP 168168 | Area 104A on sketch marked "A" Courtyard |

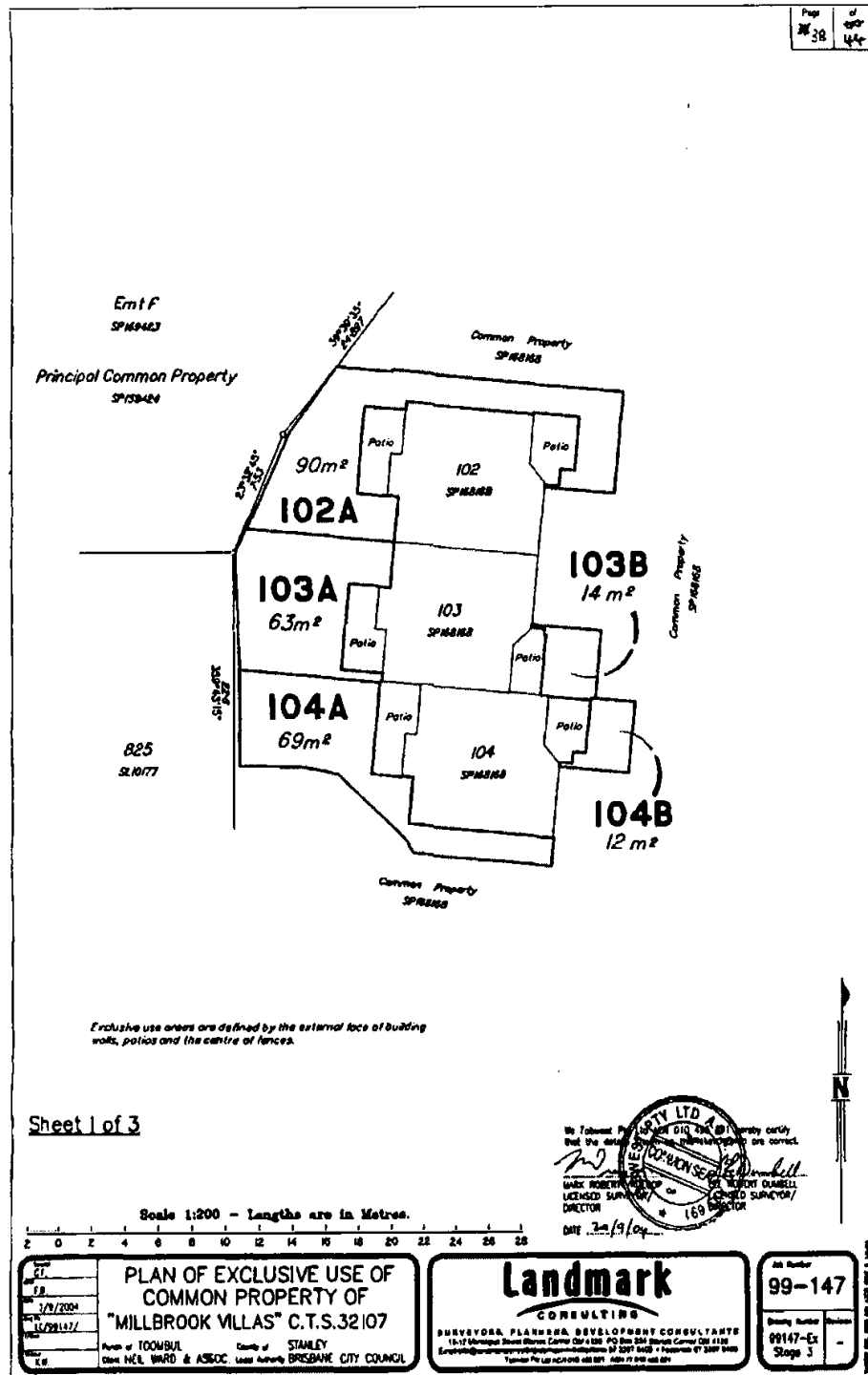
| | |
|----------------------|--|
| Lot 105 on SP 161306 | Area 105A on sketch marked "A" Courtyard Area 105B on sketch marked "A" Courtyard |
| Lot 106 on SP 161306 | Area 106A on sketch marked "A" Courtyard Area 106B on sketch marked "A" Courtyard |
| Lot 107 on SP 161306 | Area 107A on sketch marked "A" Courtyard Area 107B on sketch marked "A" Courtyard |
| Lot 108 on SP 161306 | Area 108A on sketch marked "A" Courtyard Area 108B on sketch marked "A" Courtyard |
| Lot 109 on SP 161306 | Area 109A on sketch marked "A" Courtyard Area 109B on sketch marked "A" Courtyard |
| Lot 110 on SP 161306 | Area 110A on sketch marked "A" Courtyard Area 110B on sketch marked "A" Courtyard |
| Lot 111 on SP 161306 | Area 111A on sketch marked "A" Courtyard Area 111B on sketch marked "A" Courtyard |
| Lot 112 on SP 161306 | Area 112A on sketch marked "A" Courtyard Area 112B on sketch marked "A" Courtyard |
| Lot 113 on SP 161306 | Area 113A on sketch marked "A" Courtyard Area 113B on sketch marked "A" Courtyard |
| Lot 114 on SP 161306 | Area 114A on sketch marked "A" Courtyard Area 114B on sketch marked "A" Courtyard |
| Lot 115 on SP 159425 | Area 115A on sketch marked "A" Courtyard Area 115B on sketch marked "A" Courtyard |
| Lot 116 on SP 159425 | Area 116A on sketch marked "A" Courtyard Area 116B on sketch marked "A" Courtyard |
| Lot 117 on SP 159425 | Area 117A on sketch marked "A" Courtyard Area 117B on sketch marked "A" Courtyard |
| Lot 118 on SP 159425 | Area 118A on sketch marked "A" Courtyard Area 118B on sketch marked "A" Courtyard |

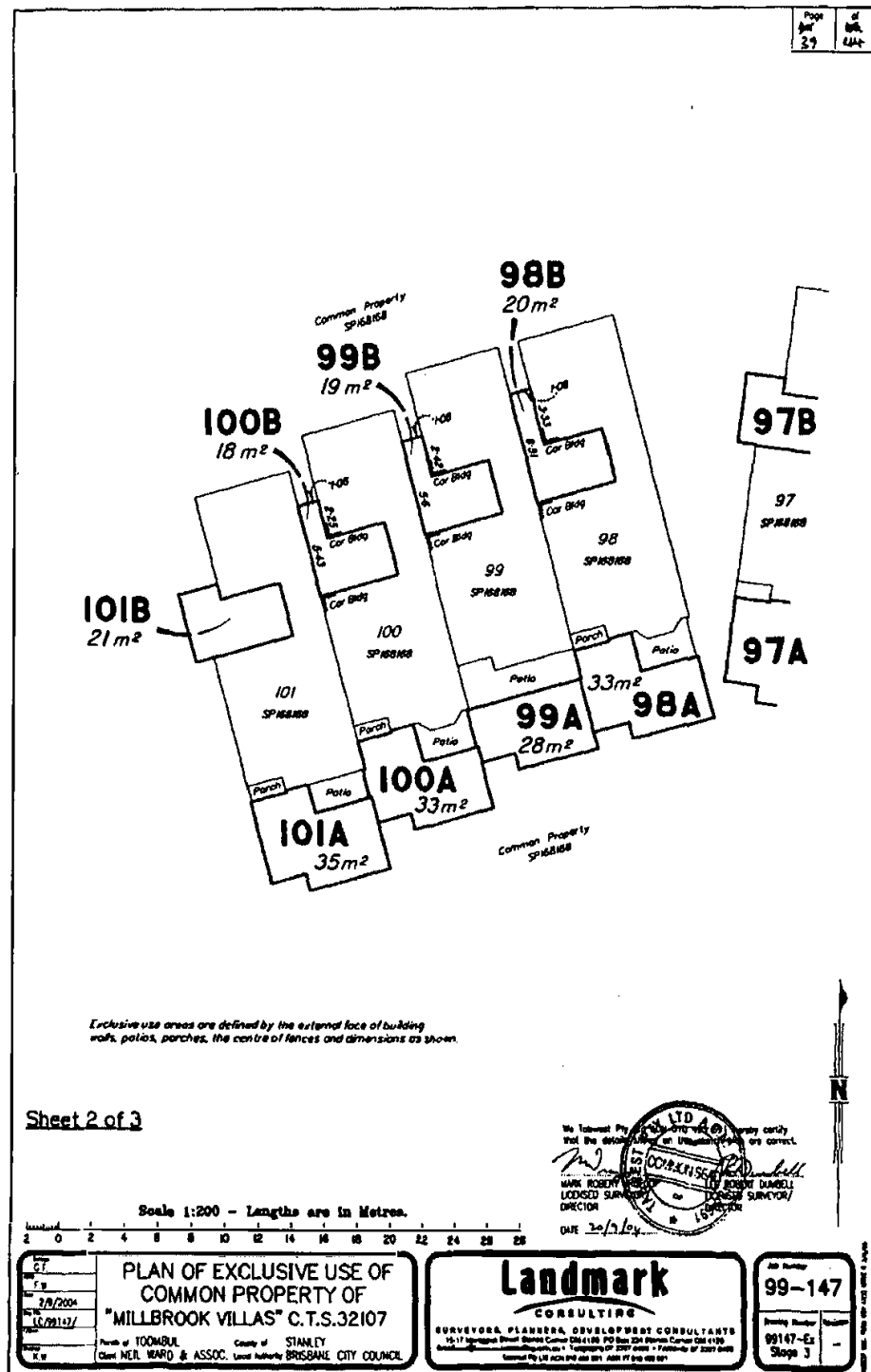


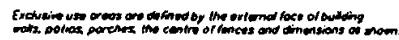












We, the undersigned, hereby certify that the data shown on this report are correct.

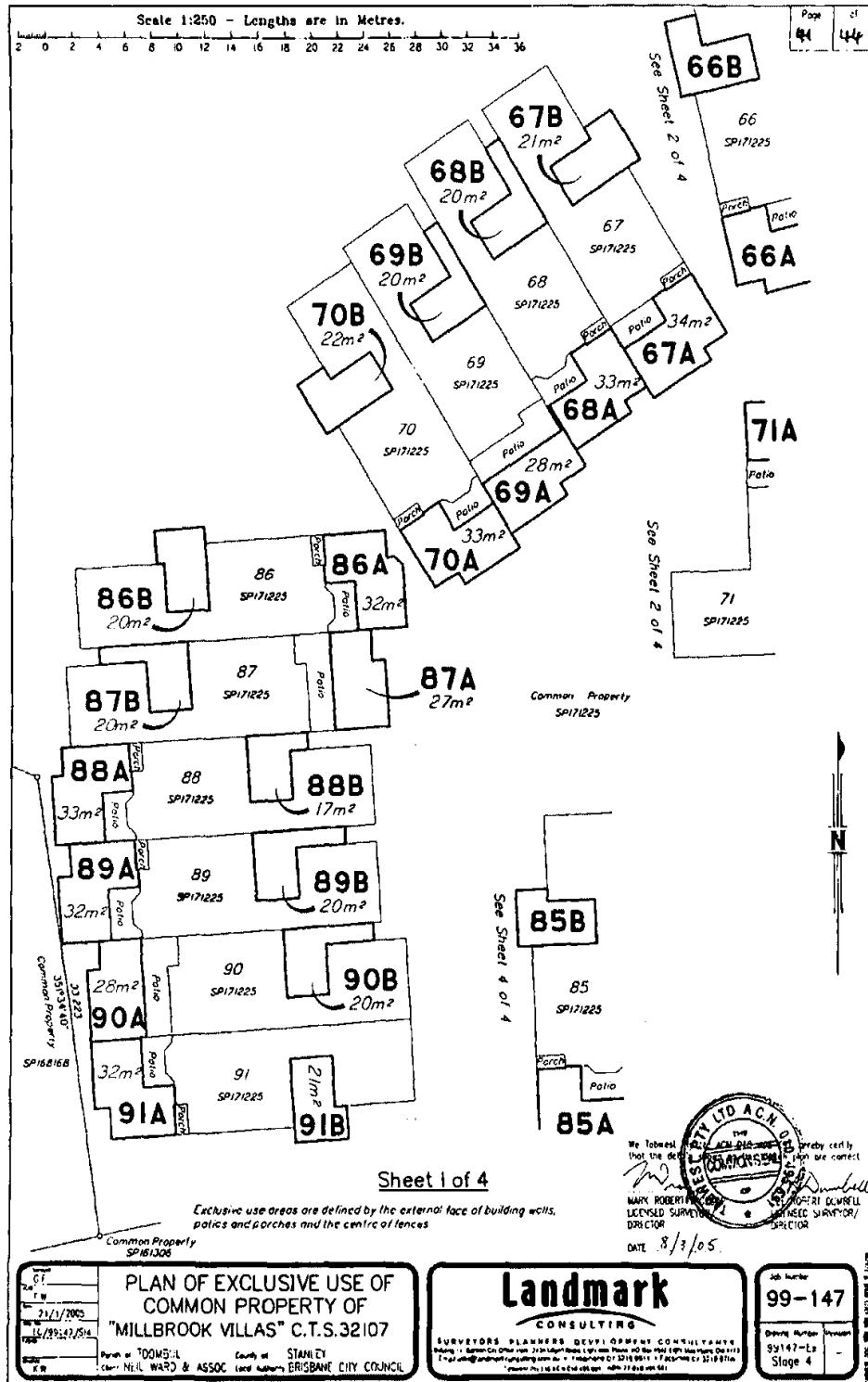
Mark Robert
MARK ROBERT
LUCIDIST SURVEYOR
DIRECTOR

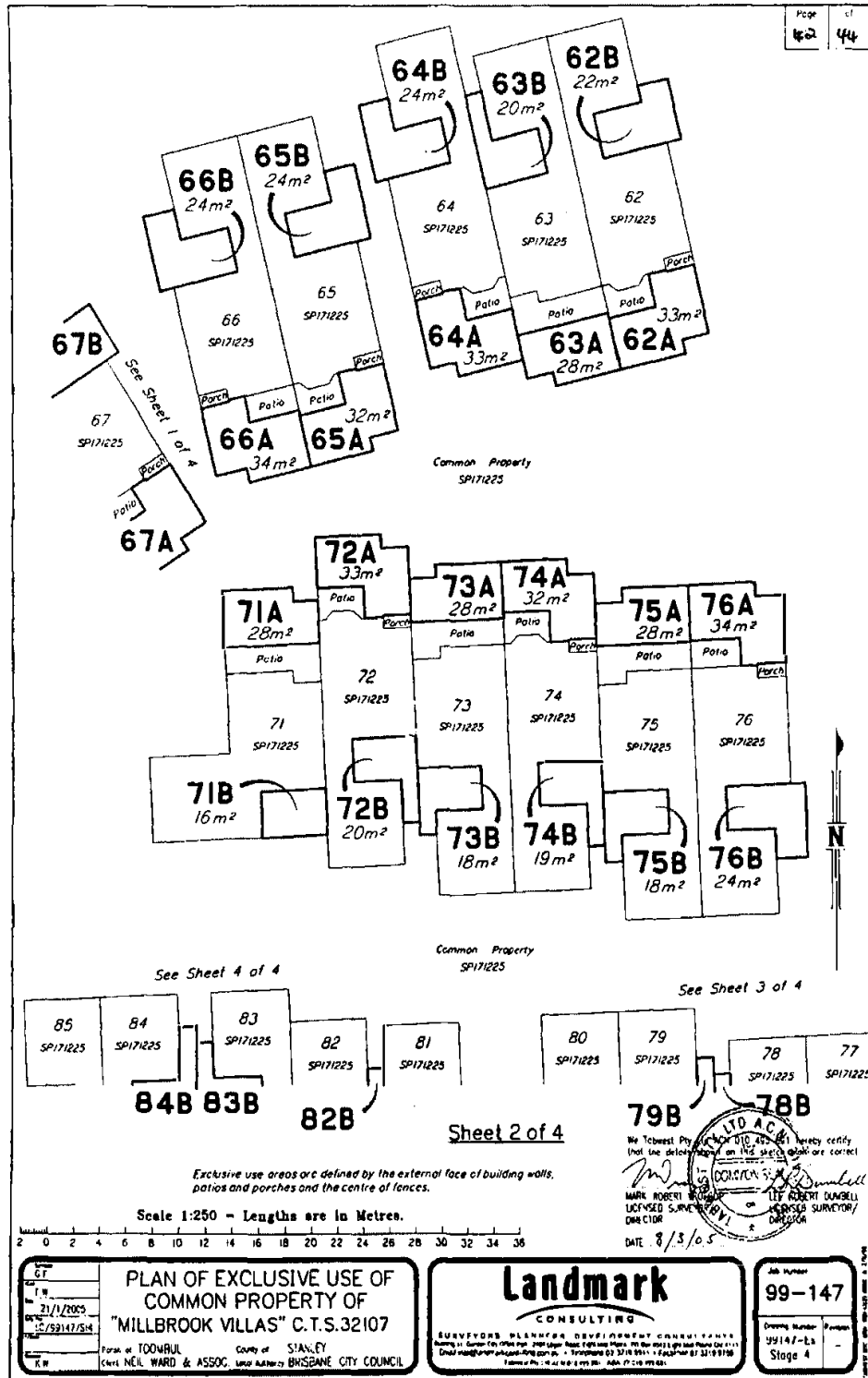
Robert Dumbell
ROBERT DUMBELL
LUCIDIST SURVEYOR/
DIRECTOR

DATE 2/2/04

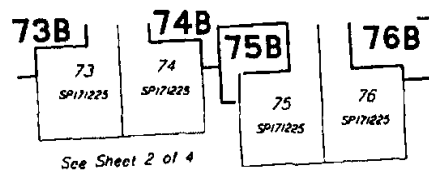
A horizontal number line with tick marks every 2 units, labeled from 0 to 30. The number 15 is circled.

[illegible]



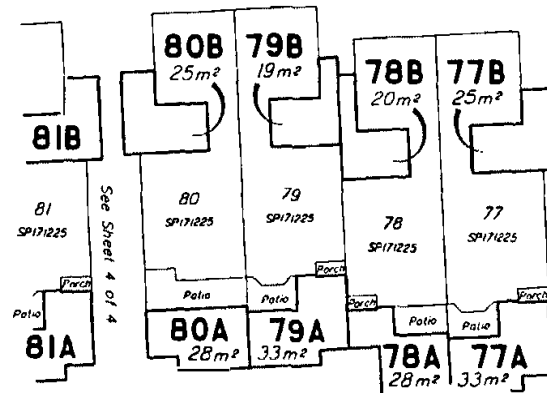


Page 43 of 44



See Sheet 2 of 4

Common Property
SP171225



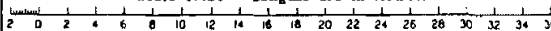
Common Property
SP171225



Sheet 3 of 4

Exclusive use areas are defined by the external face of building walls,
patios and porches and the centre of fences

Scale 1:250 - Lengths are in Metres.

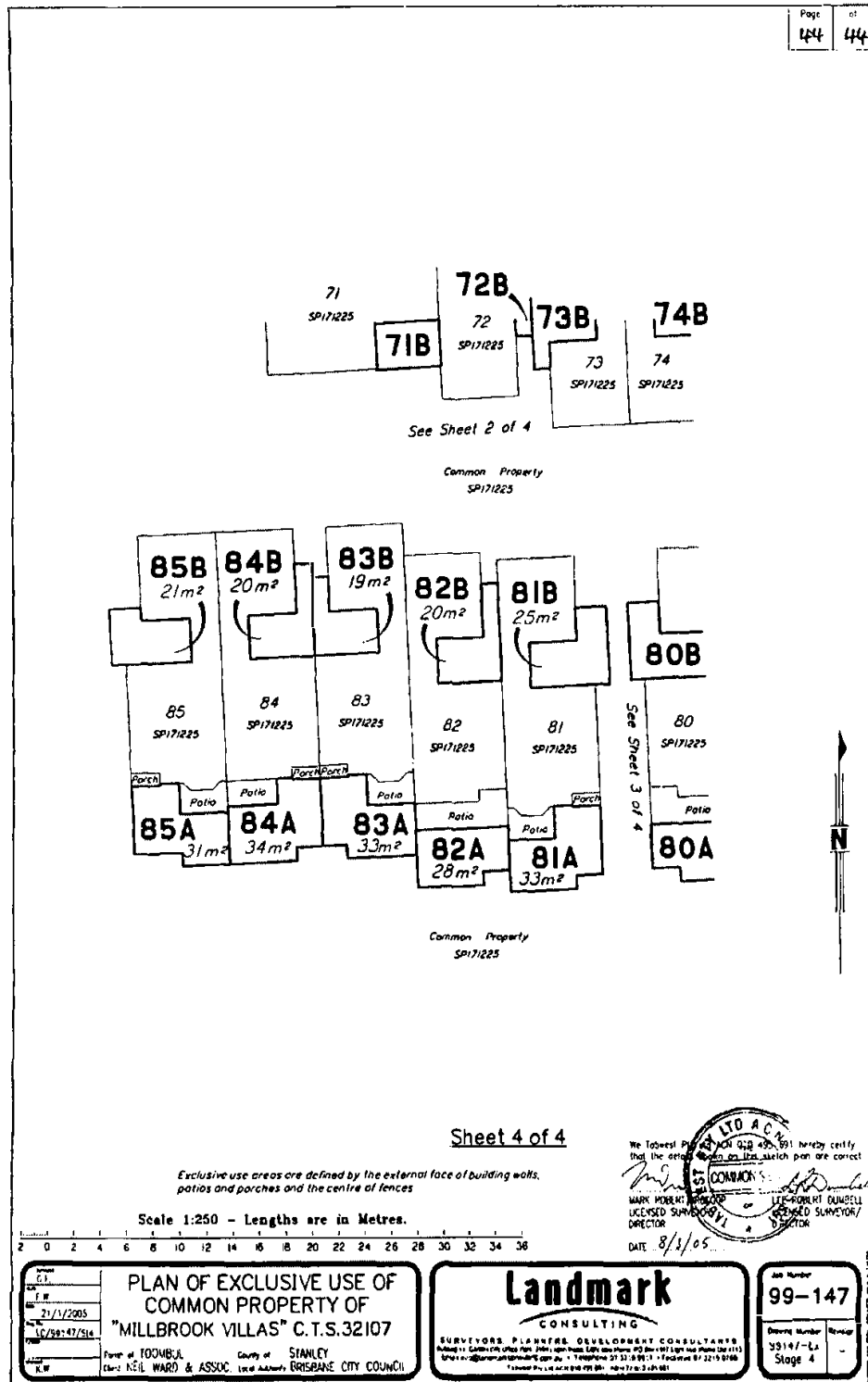


We, the undersigned, do hereby certify that the above plan is correct.

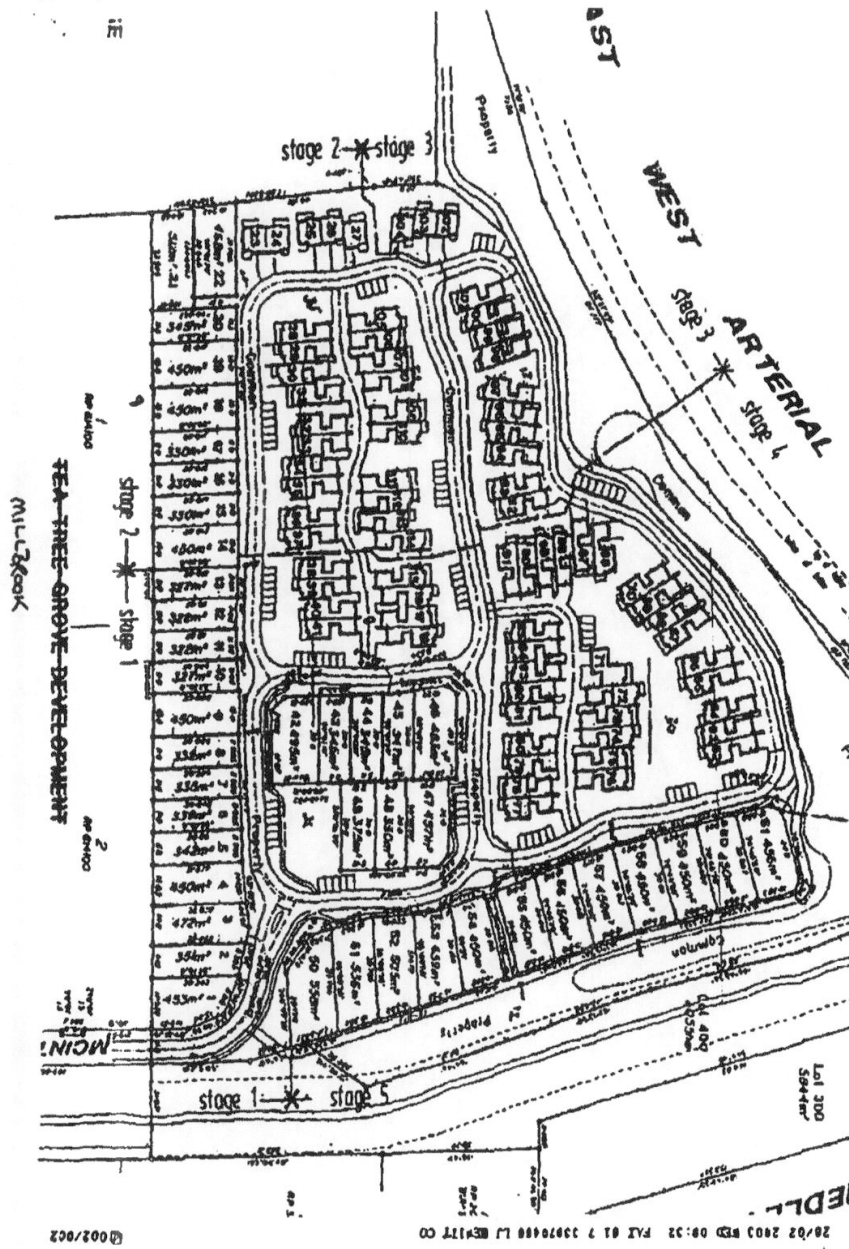
MARY ROBERTSON
LICENSED SURVEYOR
DIRECTOR

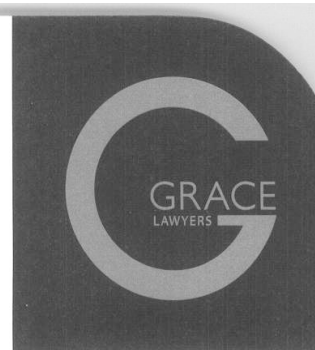
DATE: 8/3/05

| | | | |
|---|---|--|--|
| <p>Drawn by: C.T.</p> <p>Check by: F.W.</p> <p>Date: 21/1/2005</p> <p>File: LC/59141/5:4</p> <p>Scale: K.W.</p> | <p>PLAN OF EXCLUSIVE USE OF COMMON PROPERTY OF "MILLBROOK VILLAS" C.T.S.32107</p> <p>Parish of: TIDWELL County of: STANLEY</p> <p>Created: NEIL WARD & ASSOC. Land Authority: EMBAYNE CITY COUNCIL</p> | <p>Landmark CONSULTING</p> <p>SURVEYORS, PLANNERS, DEVELOPMENT CONSULTANTS</p> <p>Address: 11 Gordon Street, Sydney NSW 2000 (Opposite the Sydney City Hall)</p> <p>Phone: (02) 9211 1111 Fax: (02) 9211 1112</p> <p>Mobile: 0411 111 111 Email: info@landmarkconsulting.com.au</p> | <p>Job Number: 99-147</p> <p>Drawing Number: 99147-L1</p> <p>Revision: Stage 4</p> |
|---|---|--|--|



Concept Plan
(1" A")





Know. Act. Resolve

16 August 2024

Brisbane Titles Registry Office
GPO Box 1401
BRISBANE QLD 4001

By Express Post

Dear Registrar

**MILLBROOK VILLAS CTS 32107 – NEW COMMUNITY
MANAGEMENT STATEMENT**

Our Ref: 230982

Please find **enclosed** for lodgement and registration:

- Form 14 General Request attaching a New Community Management Statement for the subject scheme; and
- a cheque for \$113.04 in payment of the lodgement fees.

Please contact us with any questions.

Yours sincerely
Grace Lawyers Pty Ltd

Contact: Jarad Maher, Partner
Email: jarad.maher@gracelawyers.com.au
Phone: 07 5554 8560

Encl.

Partners

Colin Grace
Daniel Radman
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George Street QLD 4003
PH 07 3102 4120

Gold Coast

Level 3, Suite 1D
Emerald Lakes Town Centre Commercial
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Carrara QLD 4211
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George Street QLD 4003
PH 07 5554 8560

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2 Phillip Law Street
Canberra ACT 2601
PH 02 6243 3652

Western Australia

Level 28, AMP Tower
140 St Georges Terrace
Perth WA 6000
PH 08 9288 1870

EM enquiries@gracelawyers.com.au
W www.gracelawyers.com.au
ABN 55 116 196 500

**Body corporate certificate**

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 ...Page 2
- details of the property and community titles scheme ...Page 3
- by-laws and exclusive use areas ...Page 4
- lot entitlements and financial information ...Page 5
- owner contributions and amounts owing ...Page 6
- common property and assets ...Page 8
- insurance ...Page 9
- contracts and authorisations ...Page 10

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 07/09/2025.

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

Millbrook Villas 32107

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: Deborah Brown

Company: JDC Strata Services

Phone: 0412 877 567

Email: deborah@jdcstrataservices.com.au

☐ No

Accessing records

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

☒ The body corporate manager named above.

☐ The following person:

Name:

Role:

Phone:

Email:

Property and community titles scheme details

Lot and plan details

Lot number: 39

Plan type and number: SP159425 & SP161306 & SP168168 & SP171225

Plan of subdivision: ☐ Standard Format ☒ Building Format ☐ Volumetric Format

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 ☐ Commercial ☐ Small Schemes ☐ Standard

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

Layered arrangements of community titles schemes

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

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

☒ Yes

☐ 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

☒ No

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

By-laws and exclusive use areas

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

What by-laws apply?

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

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

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

General by-laws

- ☒ The community management statement includes the complete set of by-laws that apply to the scheme.
- ☐ The community management statement specifies the by-laws in Schedule 4 of the *Body Corporate and Community Management Act 1997* apply to the scheme.
- ☐ A consolidated set of the by-laws for the scheme is given with this certificate.

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
- ☐ No

If yes, the exclusive use by-laws or other allocations of common property for the schemes are:
(select all that apply)

- ☒ listed in the community management statement.
- ☐ given with this certificate.

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: 132

Total contribution schedule lot entitlements for all lots: 10016

Interest schedule

Interest schedule lot entitlement for the lot: 133

Total interest schedule lot entitlements for all lots: 9964

Statement of accounts

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

Owner contributions (levies)

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

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

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

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

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

Body corporate debts

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

Owner contributions and amounts owing

Administrative fund contributions

Total amount of contributions (before any discount) for lot 39 for the current financial year: \$5,543.60

Number of instalments: 4 (outlined below)

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

Discount for on-time payments (if applicable): 20.00%

| Due date | Amount due | Amount due if discount applied | Paid |
|------------|------------|--------------------------------|---|
| 01/02/2025 | \$1,515.57 | \$1,212.46 | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| 01/05/2025 | \$1,515.57 | \$1,212.46 | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| 01/08/2025 | \$667.40 | \$533.92 | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| 01/08/2025 | \$593.06 | \$474.45 | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| 01/11/2025 | \$593.05 | \$474.44 | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 01/11/2025 | \$658.95 | \$527.16 | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

Sinking fund contributions

Total amount of contributions (before any discount) for lot 39 for the current financial year: \$1,054.30

Number of instalments: 4 (outlined below)

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

Discount for on-time payments (if applicable): 20.00%

| Due date | Amount due | Amount due if discount applied | Paid |
|------------|------------|--------------------------------|---|
| 01/02/2025 | \$250.40 | \$200.32 | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| 01/05/2025 | \$250.40 | \$200.32 | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| 01/08/2025 | \$276.75 | \$221.40 | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| 01/11/2025 | \$276.75 | \$221.40 | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

Special contributions (IF ANY)

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

Total amount of contributions (before any discount) for lot 39: \$0.00

Number of instalments: 0 (outlined below)

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

Discount for on-time payments (if applicable): 20.00%

Other amounts payable by the lot owner

For the current financial year there are:

- ☒ No other amounts payable for the lot.
- ☐ Amounts payable under exclusive use by-laws, totalling \$0.00
- ☐ Amounts payable under service agreements (that are not included in body corporate contributions for the lot), totalling \$0.00
- ☐ Other amounts payable, totalling \$0.00 (see explanation given with this certificate).

Summary of amounts due but not paid by the current owner

At the date of this certificate:

- ☒ All payments for the lot are up to date.
- ☐ The following amounts are due but not yet paid for the lot:
 - ☐ Overdue contributions: \$0.00
 - ☐ Penalties on overdue contributions: \$0.00
 - ☐ Other amounts due but not paid: \$0.00

Total amounts due but not paid: \$0.00

Common property and assets

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

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

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

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

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

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

☒ Yes - you can obtain a copy from the body corporate records.

☐ No

Current sinking fund balance (as at date of certificate): \$240,647.52

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.

☒ There are no authorised improvements to the common property that the owner of the lot is responsible for maintaining in good condition.

☐ 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.

Body corporate assets

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

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

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

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, the:

- type of policy;
- name of the insurer;
- sum insured;
- amount of premium; and
- excess payable on a claim

are given with this certificate.

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?

☐ Yes

☒ 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 - Gareth Anderson Mr.

☐ No

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

☒ Yes

☐ No

Embedded network electricity supply

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

☐ Yes

☒ 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: Deborah Brown

Position/s held: Strata Manager

Signature/s Deborah Brown

Date: 07/09/2025

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

Insurance Report

Insurance Policy Details

| | |
|----------------------|---|
| Policy Number: | HU0009532 |
| Period of Insurance: | 31 July 2025 to 31 July 2026 |
| Insurance Company: | CHU Underwriting Agencies |
| Broker (if any): | Scuderi Insurance Risk Management Pty Ltd |
| Amount of Premium: | \$ 62,113.70 |
| Paid Date: | |

| Policy Type | Amount covered | Excess |
|--|-------------------|--------|
| Lot Owner's Fixtures and Improvements | \$250,000 | 0.00 |
| Legal Defence Expenses | \$50,000 | 0.00 |
| Appeal Expenses | \$100,000 | 0.00 |
| Government Audit Costs | \$25,000 | 0.00 |
| Building Catastrophe - Removal of Contents/Evacuation | \$616,282 | 0.00 |
| Building Catastrophe - Temporary Accommodation | \$616,282 | 0.00 |
| Building Catastrophe - Loss of Rent/Temp Accommodation | \$1,848,846 | 0.00 |
| Building Catastrophe | \$12,325,642 | 0.00 |
| Office Bearers Liability Insurance | \$5,000,000 | 0.00 |
| Fidelity Guarantee Insurance | \$100,000 | 0.00 |
| Voluntary Workers Insurance | \$200,000/\$2,000 | 0.00 |
| Property, Death and Injury (Public Liability) | \$20,000,000 | 0.00 |
| Loss Of Rent/Temporary Accommodation | \$6,162,821 | 0.00 |
| Common Area Contents | \$410,855 | 0.00 |
| Damage (i.e. Building) Policy | \$41,085,475 | 0.00 |

FINANCIAL STATEMENTS

For the period 1 February 2024 to 31 January 2025

Prepared For

Millbrook Villas

CTS 32107

80 McIntyre Street
Hendra
Queensland 4011

Manager

Deborah Brown
JDC Strata Services

Printed

9 April 2025

| Assets | | 2025 | 2024 |
|------------------------|---------|---------------|---------------|
| C sh | | 380,575.11 | 200,503.99 |
| Prep id Expenses | Note 9 | 2,607.23 | 68,858.07 |
| Accounts Receiv ble | Note 10 | 200.00 | 0.00 |
| Levies in Arre rs | Note 11 | 9,361.84 | 5,613.41 |
| GST b I nce to collect | | 124.96 | 0.00 |
| T tal Assets | | \$ 392,869.14 | \$ 274,975.47 |

| Liabilities | | | |
|-----------------------------|---------|---------------|---------------|
| Levies in Adv nce | Note 13 | 88,876.74 | 50,257.46 |
| Levy p yments unidentified | Note 14 | 4,615.88 | 4,615.88 |
| Accounts P y ble Li bility | Note 15 | 4,400.00 | 0.00 |
| Une rmed Revenue | Note 17 | 7,445.40 | 0.00 |
| Un lloc ted Monies Received | Note 12 | 9,108.79 | 10,596.71 |
| Accrued Expenses | Note 16 | 6,550.00 | 0.00 |
| GST Li bility | | 38,456.32 | 9,638.89 |
| GST b I nce to disburse | | 0.00 | 3,284.55 |
| T tal Liabilities | | \$ 159,453.13 | \$ 78,393.49 |
| Net Assets | | \$ 233,416.01 | \$ 196,581.98 |

| Equity | | | |
|---------------------|--|---------------|---------------|
| Administr tive Fund | | 18,031.06 | 9,199.98 |
| Sinking Fund | | 215,384.95 | 187,382.00 |
| T tal Equity | | \$ 233,416.01 | \$ 196,581.98 |

Income and Expenditure Statement

Administrative Fund

Body Corporate for Millbrook Villas CTS 32107

1 February 2024 to 31 January 2025

80 McIntyre Street Henderson Queensland 4011

ABN/ACN 58109311286

| Income | Actuals | Actuals |
|--|----------------------|----------------------|
| | 01/02/23 31/01/24 | 01/02/24 31/01/25 |
| Body Corporate Manager - management fees | 0.00 | 88.09 |
| Discount Levies - normal | (69,040.52) | (85,264.75) |
| Insurance Premiums | 513.45 | 6,918.11 |
| Levy Fees - Debt recovery costs | 40.00 | 760.00 |
| Levy Fees - normal | 375,084.36 | 467,910.59 |
| Lock & Key Systems | 0.00 | 454.55 |
| Total Administrative Fund Income | 306,597.29 | 390,866.59 |

Expenditure

| | | |
|---|-------------------|-------------------|
| Accoutant - BAS/IAS fees | 250.00 | 1,000.00 |
| Accoutant - audit fees | 1,300.00 | 1,200.00 |
| Accoutant - company tax returns | 0.00 | 850.00 |
| Administrative Fees & Charges - computer/interet f... | 1,520.00 | 1,748.00 |
| Administrative Fees & Charges - debt collection fees | 0.00 | 540.00 |
| Administrative Fees & Charges - printing, photocop... | 1,421.73 | 0.00 |
| Bank Fees & Charges - DEFT fees | 206.82 | 390.46 |
| Bank Fees & Charges - account keeping fees | 10.80 | 11.20 |
| Body Corporate Manager | 183.52 | 0.00 |
| Body Corporate Manager - additional services | 5,511.75 | 2,500.00 |
| Body Corporate Manager - communications and outl... | 2,517.82 | 1,600.00 |
| Body Corporate Manager - disbursements | 167.11 | 376.53 |
| Body Corporate Manager - management fees | 6,937.14 | 8,297.24 |
| Caretaking Services | 50,532.30 | 53,067.53 |
| Cleaning Service - gutter cleaning | 0.00 | 1,240.85 |
| Consultant | 940.91 | 268.18 |
| Electrical Repairs | 0.00 | 130.20 |
| Fence & Gate Maintenance | 0.00 | 108.18 |
| Gardening/Land Maintenance | 232.00 | 0.00 |
| General Repairs | 0.00 | 2,601.43 |
| Insurance | 0.00 | 69,649.55 |
| Insurance Premiums | 61,979.83 | 28,576.43 |
| Insurance Premiums - stamp duty component | 3,213.59 | 6,801.26 |
| Legal Services | 2,010.00 | 3,809.83 |
| Minor Building Maintenance | 6,282.04 | 1,347.58 |
| Reimbursement | 0.00 | 1,301.18 |
| Roof | 0.00 | 100.00 |
| Shared Facilities | 32,511.92 | 0.00 |
| Shared Facilities - Shared Facilities - Admin Fund | 97,169.83 | 138,472.64 |
| Shared Facilities - Shared Facilities - Insurance | 7,878.65 | 5,604.02 |
| Shared Facilities - Shared Facilities - Sinking Fund | 21,420.41 | 49,593.22 |
| Structural - Engineer | 0.00 | 650.00 |
| Trees & Shrubs | 0.00 | 200.00 |
| Total Administrative Fund Expenditure | 304,198.17 | 382,035.51 |

Income and Expenditure Statement (continued)

Administrative Fund

Body Corporate for Millbrook Villas CTS 32107

1 February 2024 to 31 January 2025

80 Mcl tyre Street He dra Quee sla d 4011

ABN/ACN 58109311286

Summary

| | |
|---|--------------|
| Opening Balance as at 1 February 2024 | 9,199.98 |
| Total Revenue during period | 390,866.59 |
| Total Expenditure during period | (382,035.51) |
| Administrative Fund balance as at 31 January 2025 | \$ 18,031.06 |

| Income | Actuals | Actuals |
|----------------------------------|----------------------|----------------------|
| | 01/02/23 31/01/24 | 01/02/24 31/01/25 |
| Discount Levies - normal | (19,018.98) | (12,589.62) |
| Fence & Gate Maintenance | 0.00 | 1,300.00 |
| Levy Fees - normal | 104,346.78 | 69,149.57 |
| Minor Building Maintenance | 0.00 | (850.00) |
| Total Sinking Fund Income | 85,327.80 | 57,009.95 |

Expenditure

| | | |
|---|------------------|------------------|
| Consultant | 6,352.50 | 0.00 |
| Electrical Repairs | 246.18 | 0.00 |
| Garage Door Maintenance | 725.45 | 0.00 |
| Garden/Lawn Maintenance - trees/landscaping | 3,527.27 | 0.00 |
| General Repairs | 0.00 | 1,146.71 |
| Minor Building Maintenance | 23,836.14 | 13,018.55 |
| Pest Control Services - termites, ants | 0.00 | 7,750.00 |
| Plumbing | 8,475.00 | 544.00 |
| Roof | 0.00 | 467.74 |
| Roof - gutters & down pipes | 0.00 | 2,080.00 |
| Structural - Engineer | 0.00 | 4,000.00 |
| Total Sinking Fund Expenditure | 43,162.54 | 29,007.00 |

Summary

| | |
|---|----------------------|
| Opening Balance as at 1 February 2024 | 187,382.00 |
| Total Revenue during period | 57,009.95 |
| Total Expenditure during period | (29,007.00) |
| Sinking Fund balance as at 31 January 2025 | \$ 215,384.95 |

Notes To Financial Statements

Budy Corp rate for Millbrook Villas CTS 32107
80 McIntyre Street Hendra Queensland 4011

ABN/ACN 58109311286

Note 1 Summary of Accounting Policies

This special purpose financial report has been prepared for distribution to owners to fulfill the body corporate's financial reporting requirements under the Body Corporate and Community Management Act 1997. The accounting policies used in the preparation of this report, as described below, are in the opinion of the body corporate manager appropriate to meet the needs of owners.

- (a) The financial report has been prepared on the Accrual basis of accounting including the historical cost convention and the going concern assumption.
- (b) The requirements of Accounting Standards and other professional reporting requirements in Australia do not have mandatory applicability to the body corporate because it is not a "reporting entity" as defined in these Standards.

Note 2 Levies in Arrears, in Advance, not Due and payments unidentified

Any items shown as "Levies in Arrears" and "Levies in Advance" in the Balance Sheet represent the position of all levies in arrears or advance, as the case may be, as at the balance date. Any items shown as "Levies not Due" in the Balance Sheet represent levies which have a due date after the balance date. Any items shown as "Levy payments unidentified" in the Balance Sheet represent levy payments that have been received, however could not be identified and therefore allocated to a unit correctly, these funds are held as a liability until they can be correctly allocated. Any other charges against unit owners in arrears or payments in advance appear as liabilities and assets, as the case may be, elsewhere in the Balance Sheet.

Note 3 Unallocated Monies Received

Any items shown as "Unallocated Monies Received" in the Balance Sheet represents amounts received for levies and/or items not yet billed and are recognised as revenue on the day the levy and/or invoice is billed.

Note 4 Income Tax

Assessable income such as interest, dividends and other investment income derived by the Body Corporate, is taxable at the current company tax rate of 30%. Assessable income received by the Body Corporate in respect of common property, other than as stated above, is taxable in the hands of individual owners as determined by Tax Ruling 2015/3.

Note 5 Depreciation

Common property, including assets fixed to it, is not beneficially owned by the body corporate and is therefore not depreciable. Non-fixed assets that are purchased by the body corporate are beneficially owned by it, but the purchase cost is expensed upon acquisition and not depreciated.

Note 6 Unearned Revenue

Any items shown as "Unearned Revenue" in the Balance Sheet represents money received for a service or product that has yet to be fulfilled. For example, pre-payment on a lease agreement. The revenue is a liability until it has been 'earned' by the owners collectively.

Note 7 GST Rounding

Any items shown as "GST Rounding" in the Income and Expenditure Statement represents the rounded amount not included in any amounts paid to the ATO when calculating GST transactions. This amount is net of GST.

Note 8 GST balance to collect

Any items shown as "GST balance to collect" in the Balance Sheet represents the GST portion of any invoices that are due and accrue in the next financial year. EG. Interim levies issued in this reporting period that are for a levy period in the next financial year. The invoice (net of GST) is not an asset as the accrual period has not started. However the GST portion is considered both an asset and a liability as at the invoice date. The asset is reported as "GST balance to collect".

Note 9 Prepaid Expenses

| Detail | Amount |
|---|--------------------|
| JDC Strata Services Management Fees & Fixed Disbursements | 2607.23 |
| | \$ 2,607.23 |

Note 10 Amounts Receivable

| Detail | Amount |
|---|------------------|
| Mr. Daniel Devitt Unit 92 - 1x Security Fee | 100.00 |
| Zey Jhansin Unit 63 - 1x security fee | 100.00 |
| | \$ 200.00 |

These notes (other than notes added by the body corporate manager) are the subject of copyright and are generated by the software program "Strataware", developed by Mystrata Pty Ltd (www.mystrata.com). These notes explain how the accounts were prepared, what specific policies/rulings apply and further clarify the figures in the financial statement. The firm of accountants produced by Strataware has been settled by a prominent national firm of Chartered Accountants and certified as being compliant with the requirements of the Body Corporate and Community Management Act 1997 by a leading strata and community titles lawyer. The accuracy of data used to generate the accounts is the responsibility of the software user.

N tes T Financial Statements

B dy C rp rate f r Millbr k Villas CTS 32107

80 McIntyre Street Hendra Queensland 4011

ABN/ACN 58109311286

N te 11 Levies in Arrears - als see n te 2

| Detail | Am unt |
|--------------------|-------------|
| L t: 38 Unit: 38 | 4772.90 |
| L t: 96 Unit: 96 | 2294.47 |
| L t: 115 Unit: 115 | 2294.47 |
| | \$ 9,361.84 |

N te 12 Unall cated M nies Received - als see n te 3

| Detail | Am unt |
|--------------------|-------------|
| L t: 29 Unit: 29 | 2822.38 |
| L t: 34 Unit: 34 | 20.00 |
| L t: 37 Unit: 37 | 800.00 |
| L t: 39 Unit: 39 | 111.60 |
| L t: 74 Unit: 74 | 1412.78 |
| L t: 98 Unit: 98 | 3075.43 |
| L t: 114 Unit: 114 | 866.60 |
| | \$ 9,108.79 |

N te 13 Levies in Advance - als see n te 2

| Detail | Am unt |
|------------------|---------|
| L t: 24 Unit: 24 | 1391.38 |
| L t: 26 Unit: 26 | 1391.38 |
| L t: 27 Unit: 27 | 1391.38 |
| L t: 28 Unit: 28 | 1412.78 |
| L t: 29 Unit: 29 | 1412.78 |
| L t: 30 Unit: 30 | 1412.78 |
| L t: 31 Unit: 31 | 1412.78 |
| L t: 32 Unit: 32 | 1412.78 |
| L t: 33 Unit: 33 | 1412.78 |
| L t: 34 Unit: 34 | 1412.78 |
| L t: 35 Unit: 35 | 1412.78 |
| L t: 36 Unit: 36 | 1412.78 |
| L t: 37 Unit: 37 | 1412.78 |
| L t: 39 Unit: 39 | 1412.78 |
| L t: 40 Unit: 40 | 1412.78 |
| L t: 41 Unit: 41 | 1412.78 |
| L t: 63 Unit: 63 | 1412.78 |
| L t: 65 Unit: 65 | 1412.78 |
| L t: 66 Unit: 66 | 1412.78 |
| L t: 67 Unit: 67 | 1412.78 |
| L t: 68 Unit: 68 | 1412.78 |
| L t: 69 Unit: 69 | 1412.78 |
| L t: 70 Unit: 70 | 1412.78 |
| L t: 72 Unit: 72 | 1412.78 |
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| L t: 82 Unit: 82 | 1412.78 |
| L t: 83 Unit: 83 | 1412.78 |
| L t: 86 Unit: 86 | 1412.78 |
| L t: 87 Unit: 87 | 1412.78 |
| L t: 89 Unit: 89 | 1412.78 |
| L t: 90 Unit: 90 | 1412.78 |
| L t: 91 Unit: 91 | 1412.78 |
| L t: 93 Unit: 93 | 1412.78 |
| L t: 94 Unit: 94 | 1412.78 |

Notes Financial Statements

| Detail | Amunt |
|--------------------|---------------------|
| L t: 95 Unit: 95 | 1412.78 |
| L t: 97 Unit: 97 | 1412.78 |
| L t: 98 Unit: 98 | 1412.78 |
| L t: 99 Unit: 99 | 1412.78 |
| L t: 100 Unit: 100 | 1412.78 |
| L t: 101 Unit: 101 | 1412.78 |
| L t: 102 Unit: 102 | 1391.38 |
| L t: 103 Unit: 103 | 1391.38 |
| L t: 104 Unit: 104 | 1391.38 |
| L t: 105 Unit: 105 | 1412.78 |
| L t: 106 Unit: 106 | 1412.78 |
| L t: 107 Unit: 107 | 1412.78 |
| L t: 108 Unit: 108 | 1412.78 |
| L t: 109 Unit: 109 | 1412.78 |
| L t: 110 Unit: 110 | 1412.78 |
| L t: 112 Unit: 112 | 1412.78 |
| L t: 113 Unit: 113 | 1412.78 |
| L t: 114 Unit: 114 | 1412.78 |
| L t: 116 Unit: 116 | 1412.78 |
| L t: 117 Unit: 117 | 1412.78 |
| L t: 118 Unit: 118 | 1412.78 |
| | \$ 88,876.74 |

Note 14 Levy payments unidentified - also see note 2

| Detail | Amunt |
|--|--------------------|
| Unidentified Payment Unidentified Levy payment 07 Jun 2023 | 2563.88 |
| Unidentified Payment Unidentified Levy payment 13 Sep 2023 | 2052.00 |
| | \$ 4,615.88 |

Note 15 Accounts Payable Liability

| Detail | Amunt |
|--|--------------------|
| Kehle Myers Consulting Engineers Issue of engineering report | 4400.00 |
| | \$ 4,400.00 |

Note 16 Accrued Expenses

| Detail | Amunt |
|---------------------------|--------------------|
| BAS | 1000.00 |
| EFY Accrual Audit | 1200.00 |
| FYE Accrued Expense - CTR | 850.00 |
| FYE Accrued Expense | 2500.00 |
| FYE Accrued Expense | 1000.00 |
| | \$ 6,550.00 |

Note 17 Unearned Revenue

| Detail | Amunt |
|--|--------------------|
| Millbrook Estates - New Reimb Villas for Insurance payment | 7069.95 |
| Millbrook Estates - New Reimb Villas for Insurance payment | 375.45 |
| | \$ 7,445.40 |

Document History

SignNow E-Signature Audit Log

All dates expressed in MM/DD/YYYY (US)

Document name: 273913-MERGED_Seller Disclosure Statement
Document created: 09/09/2025 08:11:59
Document pages: 94
Document ID: 45823569fb4245a4ad84737e9ad78621c73f91f4
Document Sent: 09/09/2025 08:13:57 UTC
Document Status: Signed
 09/09/2025 22:43:14UTC

Sender: jo.wagener@bytherules.com.au
Signers: mark@globalfrontier.com.au
CC:

| Client | Event | By | Server Time | Client Time | IP Address |
|-------------------------|---|------------------------------|----------------------------|----------------------------|---------------|
| SignNow Web Application | Uploaded the Document | jo.wagener@bytherules.com.au | 09/09/2025 08:11:59 am UTC | 09/09/2025 08:11:46 am UTC | 1.141.19.250 |
| SignNow Web Application | Viewed the Document | jo.wagener@bytherules.com.au | 09/09/2025 08:12:04 am UTC | 09/09/2025 08:12:03 am UTC | 1.141.19.250 |
| SignNow Web Application | Document Saved | jo.wagener@bytherules.com.au | 09/09/2025 08:12:53 am UTC | 09/09/2025 08:12:52 am UTC | 1.141.19.250 |
| SignNow Web Application | Invite Sent to: mark@globalfrontier.com.au | jo.wagener@bytherules.com.au | 09/09/2025 08:13:58 am UTC | 09/09/2025 08:13:56 am UTC | 1.141.19.250 |
| SignNow Web Application | Viewed the Document | mark@globalfrontier.com.au | 09/09/2025 10:47:31 am UTC | 09/09/2025 10:47:31 am UTC | 110.151.28.32 |
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| SignNow Web Application | Unfinished Document | mark@globalfrontier.com.au | 09/09/2025 22:38:58 pm UTC | 09/09/2025 22:38:57 pm UTC | 10.50.91.54 |
| SignNow Web Application | Unfinished Document | mark@globalfrontier.com.au | 09/09/2025 22:39:09 pm UTC | 09/09/2025 22:39:08 pm UTC | 10.50.92.185 |
| SignNow Web Application | Unfinished Document | mark@globalfrontier.com.au | 09/09/2025 22:42:05 pm UTC | 09/09/2025 22:42:04 pm UTC | 10.50.92.185 |
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| SignNow Web Application | Signed the Document | mark@globalfrontier.com.au | 09/09/2025 22:43:14 pm UTC | 09/09/2025 22:43:13 pm UTC | 110.151.28.32 |
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