

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 ANDREW WARREN HOWARD

Property address
(referred to as the
“property” in this
statement)

UNIT 2403 / 140 ALICE STREET, BRISBANE CITY QLD 4000

Lot on plan description LOT 2403 ON SP 264238

Community titles scheme
or 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

Registered encumbrances, if any, are recorded on the title search, and may affect your use of the property. Examples include easements, statutory covenants, leases and mortgages.

You should seek legal advice about your rights and obligations before signing the contract.

Unregistered encumbrances (excluding statutory encumbrances)

There are encumbrances not registered on the title that will continue ☐ **Yes** ☒ **No** to affect the property after **settlement**.

Note—If the property is part of a community titles scheme or a BUGTA scheme it may be subject to and have the benefit of statutory easements that are **NOT** required to be disclosed.

Unregistered lease (if applicable)

If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows:

- » the start and end day of the term of the lease:
- » the amount of rent and bond payable:
- » whether the lease has an option to renew:

Other unregistered agreement in writing (if applicable)

If the unregistered encumbrance is created by an agreement in ☐ **Yes** writing, and is not an unregistered lease, a copy of the agreement is given, together with relevant plans, if any.

Unregistered oral agreement (if applicable)

If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows:

Statutory encumbrances

There are statutory encumbrances that affect the property. ☒ **Yes** ☐ **No**

If **Yes**, the details of any statutory encumbrances are as follows:

Any Statutory Easements or Services which traverse the Property and may not appear on the title, but which are shown in the **attached**.

"Services" means infrastructure for the provision of services including water, gas, electricity, telecommunications, sewerage or drainage.

Residential tenancy or rooming accommodation agreement

The property has been subject to a residential tenancy agreement or a rooming accommodation agreement under the *Residential Tenancies and Rooming Accommodation Act 2008* during the last 12 months. ☐ **Yes** ☒ **No**

If **Yes**, when was the rent for the premises or each of the residents' rooms last increased? (Insert date of the most recent rent increase for the premises or rooms)

Note—Under the *Residential Tenancies and Rooming Accommodation Act 2008* the rent for a residential premises may not be increased earlier than 12 months after the last rent increase for the premises.

As the owner of the property, you may need to provide evidence of the day of the last rent increase. You should ask the seller to provide this evidence to you prior to settlement.

Part 3 – Land use, planning and environment

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

Zoning

The zoning of the property is *(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)*:

City Centre Neighbourhood Plan | Principal Centre (City Centre)

Transport proposals and resumptions

The lot is affected by a notice issued by a Commonwealth, State or local government entity and given to the seller about a transport infrastructure proposal* to: locate transport infrastructure on the property; or alter the dimensions of the property.

☐

Yes

☒

No

The lot is affected by a notice of intention to resume the property or any part of the property.

☐

Yes

☒

No

If Yes, a copy of the notice, order, proposal or correspondence must be given by the seller.

* Transport infrastructure has the meaning defined in the *Transport Infrastructure Act 1994*. A proposal means a resolution or adoption by some official process to establish plans or options that will physically affect the property.

Contamination and environmental protection

The property is recorded on the Environmental Management Register or the Contaminated Land Register under the *Environmental Protection Act 1994*.

☐

Yes

☒

No

The following notices are, or have been, given:

A notice under section 408(2) of the *Environmental Protection Act 1994* (for example, land is contaminated, show cause notice, requirement for site investigation, clean up notice or site management plan).

☐

Yes

☒

No

A notice under section 369C(2) of the *Environmental Protection Act 1994* (the property is a place or business to which an environmental enforcement order applies).

☐

Yes

☒

No

A notice under section 347(2) of the *Environmental Protection Act 1994* (the property is a place or business to which a prescribed transitional environmental program applies).

☐

Yes

☒

No

Trees

There is a tree order or application under the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011* affecting the property.

☐

Yes

☒

No

If Yes, a copy of the order or application must be given by the seller.

Heritage

The property is affected by the *Queensland Heritage Act 1992* or is included in the World Heritage List under the *Environment Protection and Biodiversity Conservation Act 1999* (Cwlth).

☐

Yes

☒

No

Flooding

Information about whether the property is affected by flooding or another natural hazard or within a natural hazard overlay can be obtained from the relevant local government and you should make your own enquires. Flood information for the property may also be available at the [FloodCheck Queensland](#) portal or the [Australian Flood Risk Information](#) portal.

Vegetation, habitats and protected plants

Information about vegetation clearing, koala habitats and other restrictions on development of the land that may apply can be obtained from the relevant State government agency.

Part 4 – Buildings and structures

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

Swimming pool

- There is a relevant pool for the property. ☒ **Yes** ☐ **No**
- If a community titles scheme or a BUGTA scheme – a shared pool is located in the scheme. ☒ **Yes** ☐ **No**
- Pool compliance certificate is given. ☐ **Yes** ☐ **No**
- OR
- Notice of no pool safety certificate is given. ☒ **Yes** ☐ **No**

Unlicensed building work under owner builder permit

- Building work was carried out on the property under an owner builder permit in the last 6 years. ☐ **Yes** ☒ **No**
- 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.*

Notices and orders

- There is an unsatisfied show cause notice or enforcement notice under the *Building Act 1975*, section 246AG, 247 or 248 or under the *Planning Act 2016*, section 167 or 168. ☐ **Yes** ☒ **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. ☐ **Yes** ☒ **No**
- If Yes, a copy of the notice or order must be given by the seller.*

Building Energy Efficiency Certificate

- If the property is a commercial office building of more than 1,000m², a Building Energy Efficiency Certificate is available on the Building Energy Efficiency Register.

Asbestos

- The seller does not warrant whether asbestos is present within buildings or improvements on the property. Buildings or improvements built before 1990 may contain asbestos. Asbestos containing materials (ACM) may have been used up until the early 2000s. Asbestos or ACM may become dangerous when damaged, disturbed, or deteriorating. Information about asbestos is available at the Queensland Government Asbestos Website (asbestos.qld.gov.au) including common locations of asbestos and other practical guidance for homeowners.

Part 5 – Rates and services

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

Rates

Whichever of the following applies—

The total amount payable* for all rates and charges (without any discount) for the property as stated in the most recent rate notice is:

Amount: \$494.18

Date Range: 1 July 2025 to 30 September 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: \$361.42

Date Range: 28 February 2025 to 3 June 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

The property is included in a community titles scheme.
(If Yes, complete the information below)

☒ Yes ☐ No

Community Management Statement

A copy of the most recent community management statement for the scheme as recorded under the *Land Title Act 1994* or another Act is given to the buyer.

☒ Yes

Note—If the property is part of a community titles scheme, the community management statement for the scheme contains important information about the rights and obligations of owners of lots in the scheme including matters such as lot entitlements, by-laws and exclusive use areas.

Body Corporate Certificate

A copy of a body corporate certificate for the lot under the *Body Corporate and Community Management Act 1997*, section 205(4) is given to the buyer.

☒ Yes ☐ No

If **No**— An explanatory statement is given to the buyer that states:

☐ Yes

- » a copy of a body corporate certificate for the lot is not attached; and
- » the reasons under section 6 of the *Property Law Regulation 2024* why the seller has not been able to obtain a copy of the body corporate certificate for the lot.

Statutory Warranties

Statutory Warranties—If you enter into a contract, you will have implied warranties under the *Body Corporate and Community Management Act 1997* relating to matters such as latent or patent defects in common property or body corporate assets; any actual, expected or contingent financial liabilities that are not part of the normal operating costs; and any circumstances in relation to the affairs of the body corporate that will materially prejudice you as owner of the property. There will be further disclosure about warranties in the contract.

Building Units and Group Titles Act 1980

The property is included in a BUGTA scheme
(If Yes, complete the information below)

☐ Yes ☒ No

Body Corporate Certificate

A copy of a body corporate certificate for the lot under the *Building Units and Group Titles Act 1980*, section 40AA(1) is given to the buyer.

☐ Yes ☐ No

If **No**— An explanatory statement is given to the buyer that states:

☐ Yes

- » a copy of a body corporate certificate for the lot is not attached; and
- » the reasons under section 7 of the *Property Law Regulation 2024* why the seller has not been able to obtain a copy of the body corporate certificate for the lot.

Note—If the property is part of a BUGTA scheme, you will be subject to by-laws approved by the body corporate and other by-laws that regulate your use of the property and common property.

Signatures – SELLER

Andrew Howard

Andrew Howard (Sep 5, 2025 09:07:21 GMT+10)

Signature of seller

Signature of seller

ANDREW WARREN HOWARD

Name of seller

Name of seller

05/09/2025

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: 53222460

Search Date: 03/09/2025 11:16

Title Reference: 51095304

Date Created: 26/05/2017

Previous Title: 51094939

REGISTERED OWNER

Dealing No: 724050294 12/05/2025

ANDREW WARREN HOWARD

ESTATE AND LAND

Estate in Fee Simple

LOT 2403 SURVEY PLAN 264238
Local Government: BRISBANE CITY
COMMUNITY MANAGEMENT STATEMENT 49990

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 19537194 (ALLOT 9 SEC 37)
Deed of Grant No. 19537195 (ALLOT 8 SEC 37)
Deed of Grant No. 19537219 (ALLOT 7 SEC 37)
2. BUILDING MANAGEMENT STATEMENT No 718037520 23/05/2017 at 09:36
benefiting and burdening the lot

ADMINISTRATIVE ADVICES - NIL
UNREGISTERED DEALINGS - NIL

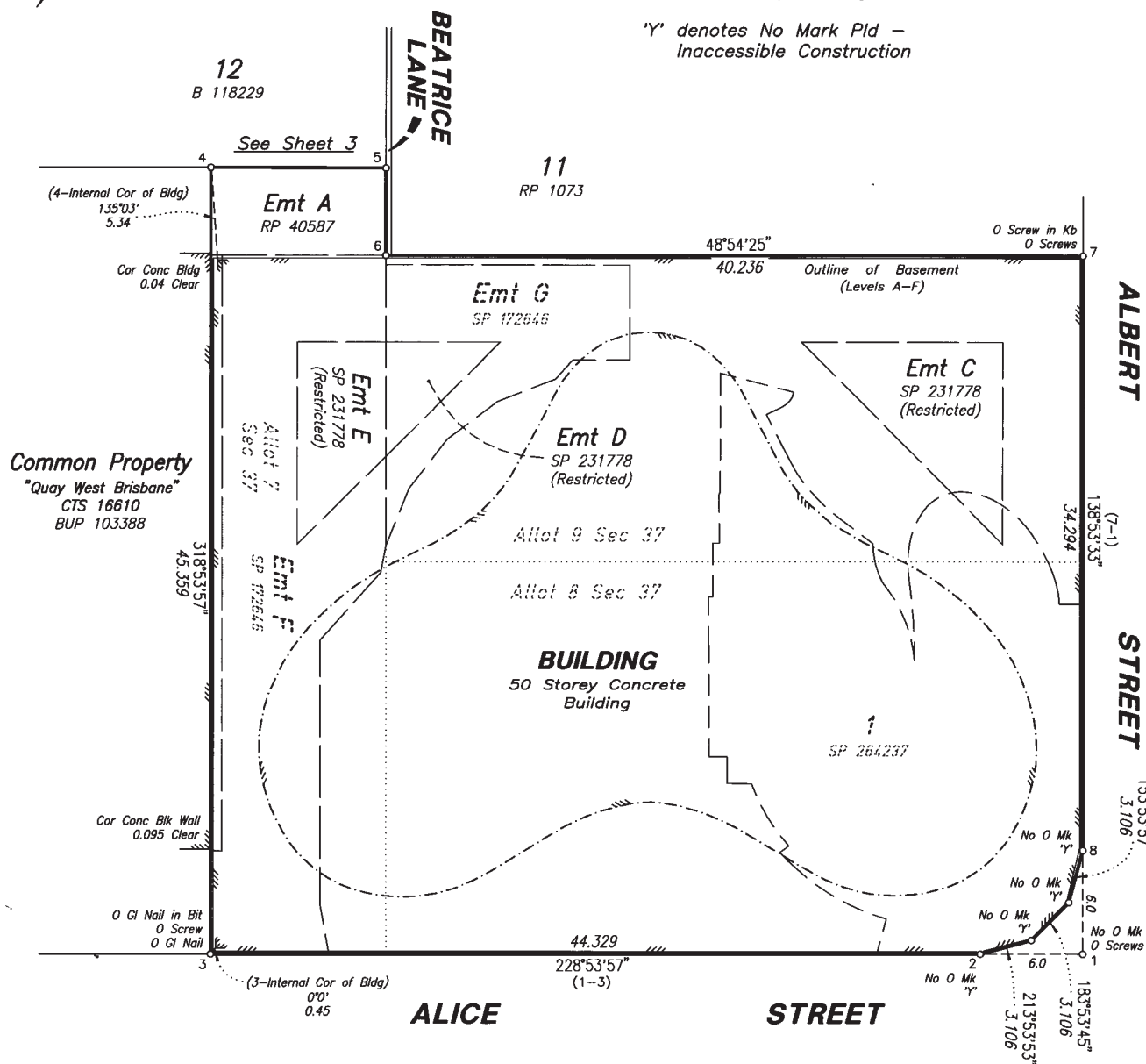
Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

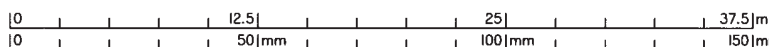
COPYRIGHT QUEENSLAND TITLES REGISTRY PTY LTD [2025]
Requested By: D-ENQ DYE & DURHAM (S)



'Y' denotes No Mark Pld -
Inaccessible Construction



--- denotes Approx Outline of Tower (Levels G-AX)



State copyright reserved.

Survey Records	NO
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1000

SP264238

6/3/17 Date

718037525
\$14150.00
\$14150.00
 23/05/2017 09:36

BE 400 NT

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

5. Lodged by

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

1. Certificate of Registered Owners or Lessees.

+/We ABIAN RESIDENCES PTY LTD
ACN 124 514 941

(Names in full)

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

* as Lessees of this land agree to this plan.

Signature of *Registered Owners *Lessees-

SAHBA ABEDIAN

ROMENIC CHIRICO

BY ITS DULY CONSTITUTED ATTORNEYS
 SAHBA ABEDIAN & ROMENIC CHIRICO
 UNDER POWER OF ATTORNEY NO.

715790553

Addition to 6.

Easement	Lots to be Encumbered
601654216 (Emit A on RP40587)	COMMON PROPERTY
714691859 (Emit C on SP231778)	COMMON PROPERTY
714691859 (Emit D on SP231778)	COMMON PROPERTY
714691859 (Emit E on SP231778)	COMMON PROPERTY
718037497 (Emit F on SPI72646)	COMMON PROPERTY
718037497 (Emit G on SPI72646)	COMMON PROPERTY
705672735 (Emit A on RP40587)	COMMON PROPERTY

Amendments by RPS Australia East Pty Ltd (ACN 140 292 762)

SAHBA Authorised Delegate

25/5/17 Date

* Rule out whichever is inapplicable

2. Planning Body Approval.

* **Brisbane City Council**

hereby approves this plan in accordance with the:
 %

SUSTAINABLE PLANNING ACT 2009

Dated this 28th day of April, 2017

Sahba
Helen Nevin
Delegate

* Insert the name of the Planning Body.

% Insert applicable approving legislation.

Insert designation of signatory or delegation

3. Plans with Community Management Statement :

CMS Number :

Name : **ABIAN BOTANIC GARDENS**

4. References :

Dept File :

Local Govt : **A002843785**

Surveyor : **125983**

6. Existing

Created

Title Reference	Description	New Lots	Road	Secondary Interests
51094939	Lot 2 on SP 264237	301-307,401-407,501-507, 601-605,701-705,801-805, 901-905,1001-1005,1101-1105, 1201-1205,1301-1305,1401-1405, 1501-1505,1601-1604,1701-1704, 1801-1804,1901-1904,2001-2004, 2101-2104,2201-2204,2301-2304, 2401-2404,2501-2504,2601-2604, 2701-2704,2801,2802,3001-3003, 3101-3103,3201-3203,3301-3303, 3401-3403,3501,3502,3601,3602, 3701,3702,3801,3802,3901,3902,4001, 4002,4101,4102 & COMMON PROPERTY	-	-

Building Management Statement

Lots to be Encumbered

Lots to be Benefited

718037520	301-307,401-407,501-507,601-605,701-705,801-805, 901-905,1001-1005,1101-1105,1201-1205,1301-1305,1401-1405,1501-1505,1601-1604,1701-1704, 1801-1804,1901-1904,2001-2004,2101-2104,2201-2204,2301-2304,2401-2404,2501-2504,2601-2604, 2701-2704,2801,2802,3001-3003,3101-3103,3201-3203,3301-3303,3401-3403,3501,3502,3601,3602,3701, 3702,3801,3802,3901,3902,4001,4002,4101,4102 & CP	301-307,401-407,501-507,601-605,701-705,801-805, 901-905,1001-1005,1101-1105,1201-1205,1301-1305,1401-1405,1501-1505,1601-1604,1701-1704, 1801-1804,1901-1904,2001-2004,2101-2104,2201-2204,2301-2304,2401-2404,2501-2504,2601-2604, 2701-2704,2801,2802,3001-3003,3101-3103,3201-3203,3301-3303,3401-3403,3501,3502,3601,3602,3701, 3702,3801,3802,3901,3902,4001,4002,4101,4102 & CP
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Mortgage

Lots Fully Encumbered

Lots Partially Encumbered

716386597	301-307,401-407,501-507,601-605,701-705,801-805,901-905, 1001-1005,1101-1105,1201-1205,1301-1305,1401-1405,1501-1505,1601-1604,1701-1704,1801-1804,1901-1904,2001-2004, 2101-2104,2201-2204,2301-2304,2401-2404,2501-2504,2601-2604,2701-2704,2801,2802,3001-3003,3101-3103,3201-3203, 3301-3303,3401-3403,3501,3502,3601,3602,3701,3702,3801,3802, 3901,3902,4001,4002,4101,4102	-
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302,402,502,602,702,802,902, 1002,1102,1202,1302,1402, 1502,1602,1702,1802,1902, 2002,2102,2202,2302,2402, 2502,2602,2702,2801,3001, 3101,3201,3301,3401,3501, 3601,3701,3801,3901,4001, 4101	Allots 8 & 9 Sec 37
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301,401,501,601,701,801,901, 1001,1101,1201,1301,1401, 1501,1601,1701,1801,1901, 2001,2101,2201,2301,2401, 2501,2601,2701	Allot 9 Sec 37
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303-305,403-405,503-505, 603,604,703,704,803,804,903, 904,1003,1004,1103,1104, 1203,1204,1303,1304,1403, 1404,1503,1504,1603,1703, 1803,1903,2003,2103,2203, 2303,2403,2503,2603,2703, 3002,3102,3202,3302,3402	Allot 8 Sec 37
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307,407,507,605,705,805,905, 1005,1105,1205,1305,1405, 1505,1604,1704,1804,1904, 2004,2104,2204,2304,2404, 2504,2604,2704,2802,3003, 3103,3203,3303,3403,3502, 3602,3702,3802,3902,4002, 4102 & CP	Allots 7, 8 & 9 Sec 37
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306,406 & 506	Allots 7 & 8 Sec 37
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Lots	Orig
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7. Orig Grant Allocation :

8. Passed & Endorsed :

By: **RPS Australia East Pty Ltd**

Date: 6/3/2017

Signed: *SAHBA*

Designation: **Cadastral Surveyor**

Notification has not been issued to the owner(s) of Lot 12 on B118229 and Lot 1 on RP40587, in accordance with s.18 of the Survey and Mapping Infrastructure Regulation 2014.

Notification of these encroachments was sent as part of IS 254696 in 2014. There has been no changes in ownership since this time.

Development Approval: 17/2/15

9. Building Format Plans only.

I certify that :

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

SAHBA 6/3/17
 Authorised Delegate Date

Cadastral Surveyor/Director*
 *delete words not required

10. Lodgement Fees :

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

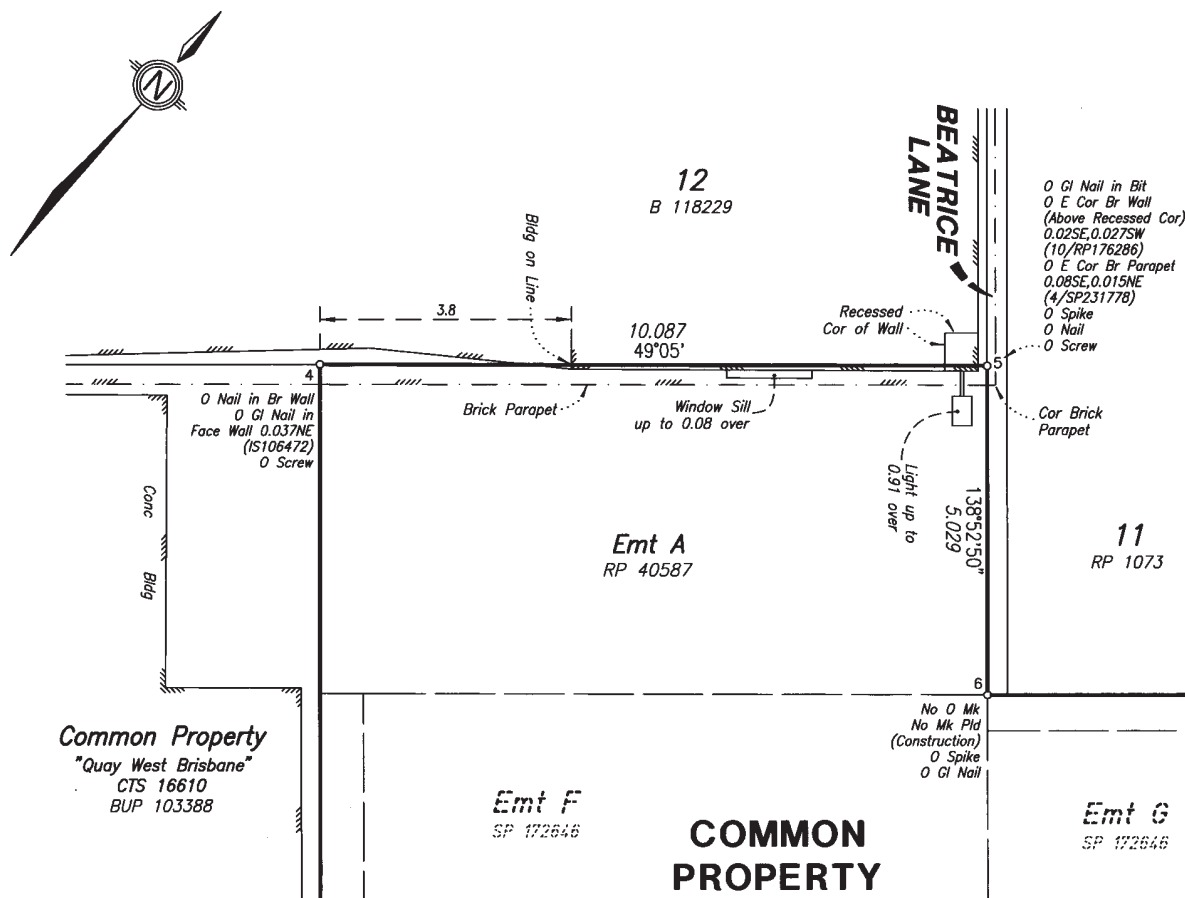
II. Insert Plan Number

SP264238

REFERENCE MARKS				
STN	TO	BRG	DIST	REMARKS
1	O Screw in Pavers	52°07'	3.831	8/IS254696
1	O Screw in Stone Wall	137°11'40"	20.547	24/SP142332
3	O Screw in Conc	210°41'	9.228	11/IS254696
3	O GI Nail in Bit	161°58'	21.297	26/SP142332
4	O Screw in Conc	145°53'	4.29	7/SP172646
5	O Spike in Bit	354°39'	0.125	22/SP142332
5	O Nail in Br Wall	231°13'	0.178	22/SP142332
5	O Screw in Stone Wall (Base)	317°46'30"	0.638	IS106472
6	O Spike in Bit	350°54'	2.121	16/IS254696
6	O GI Nail in Bit	250°31'	11.952	2/SP231778
7	O Screw in Kerb	67°26'	1.565	18/SP142332
7	O Screw in Pavers	84°30'	4.315	12/SP172646
7	O Screw in Kerb	81°28'	4.969	18/SP142332
7	O Screw in Pavers	56°40'15"	16.377	18/SP142332

REINSTATEMENT REPORT

- Plans searched - IS254696, SP231778, SP142332, SP231766, IS171385, RP817701, IS106472, RP176286, RP40587, SP264237.
- Fixation of stns 1-4-5-6-7-8-10 generally follow the reinstatement principles & dimensions of recent survey SP172646.
- Fixation of truncation stns 10-2 are based on RP176286.



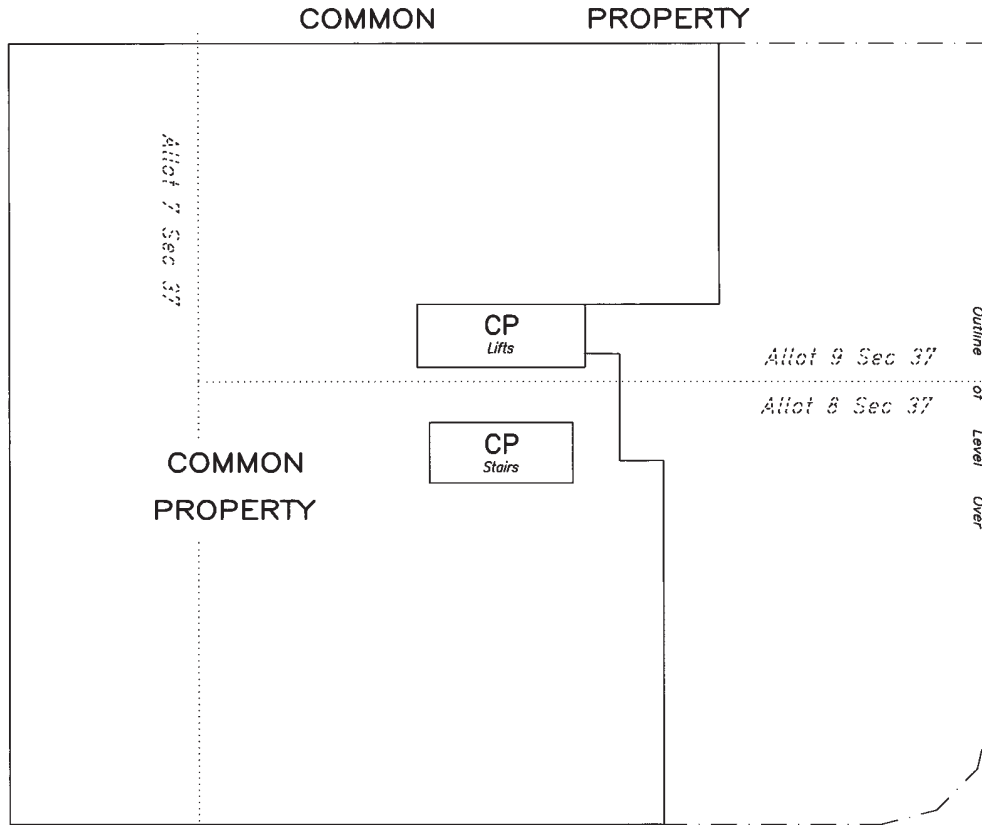
Scale 1 : 75

State copyright reserved.

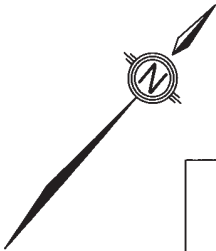
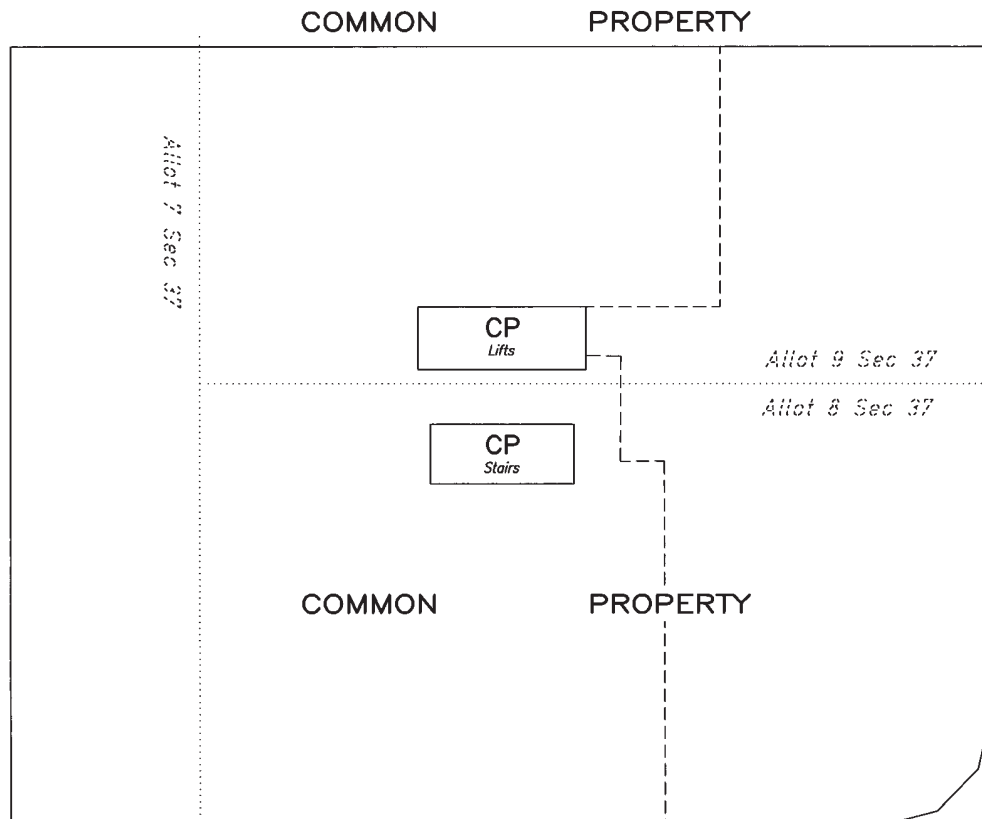
0 3.75 7.5 11.25 m
0 50 mm 100 mm 150 mm

Insert Plan Number
SP264238

LEVEL A
Scale 1 : 250

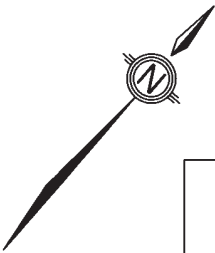
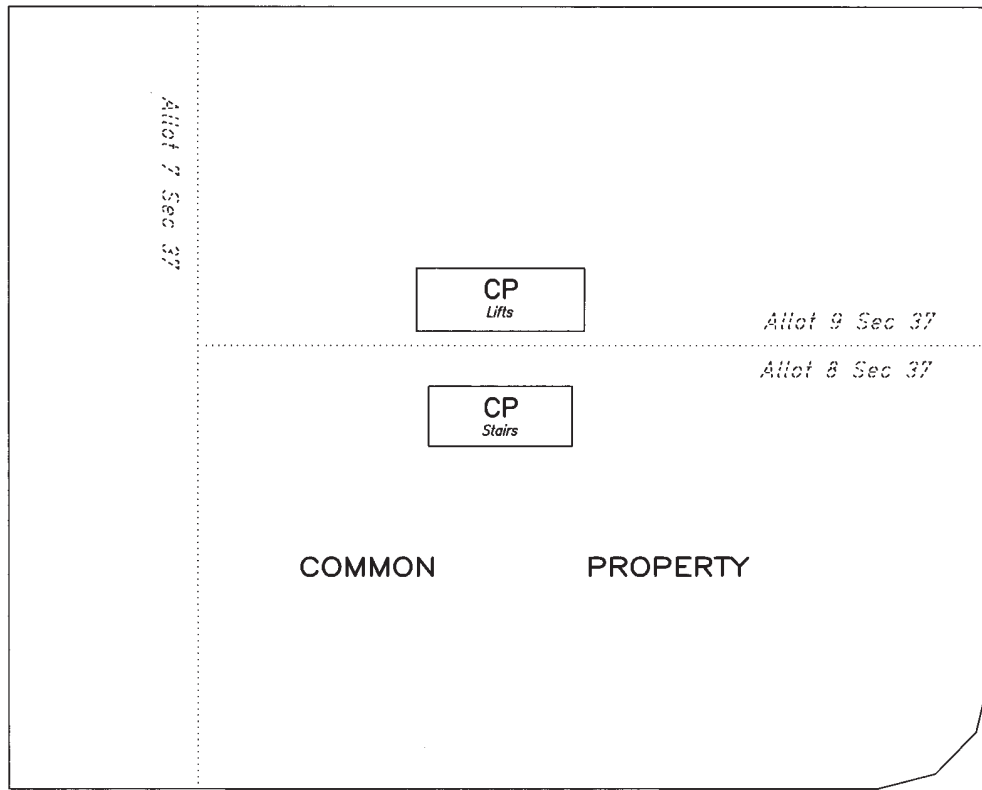


LEVEL B
Scale 1 : 250



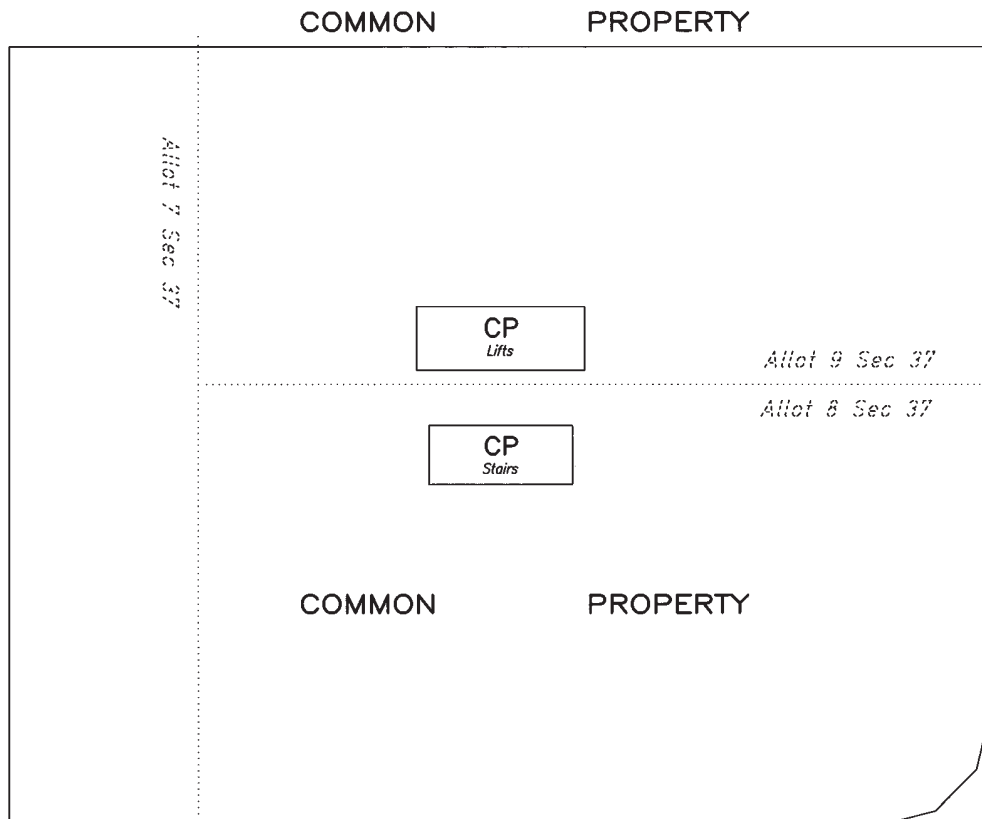
--- denotes Outline of Level Below
CP denotes Common Property

LEVEL C
Scale 1 : 250



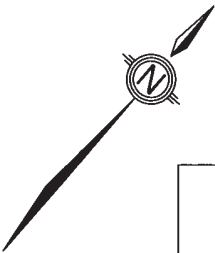
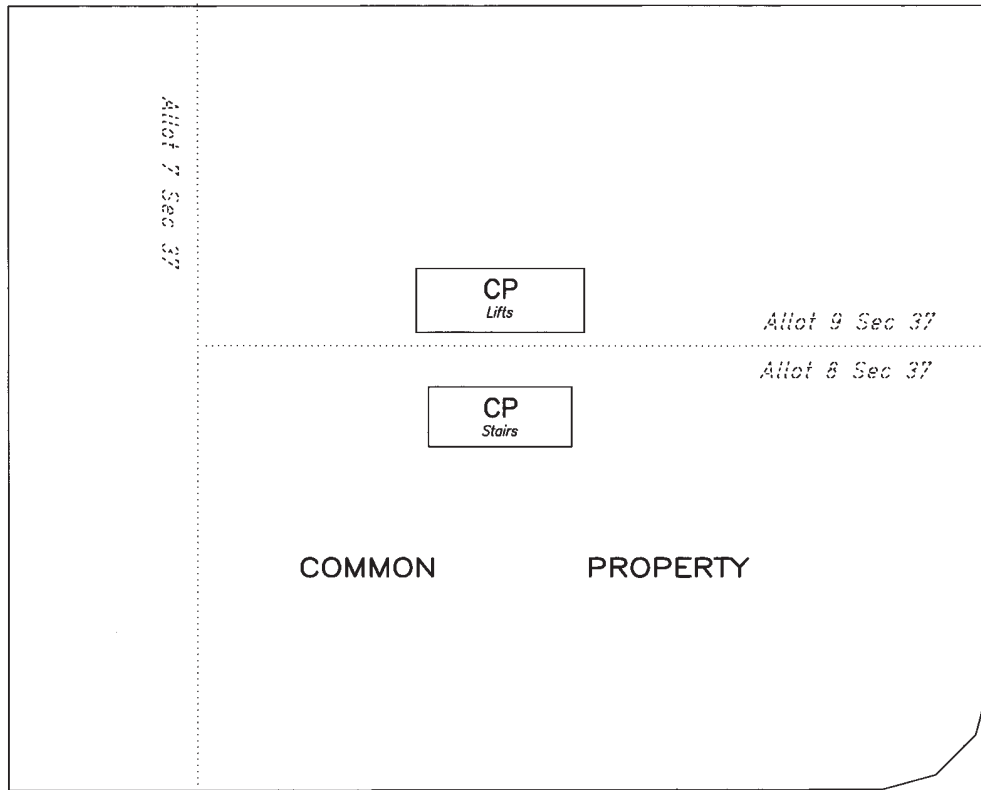
CP denotes Common Property

LEVEL D
Scale 1 : 250



LEVEL E

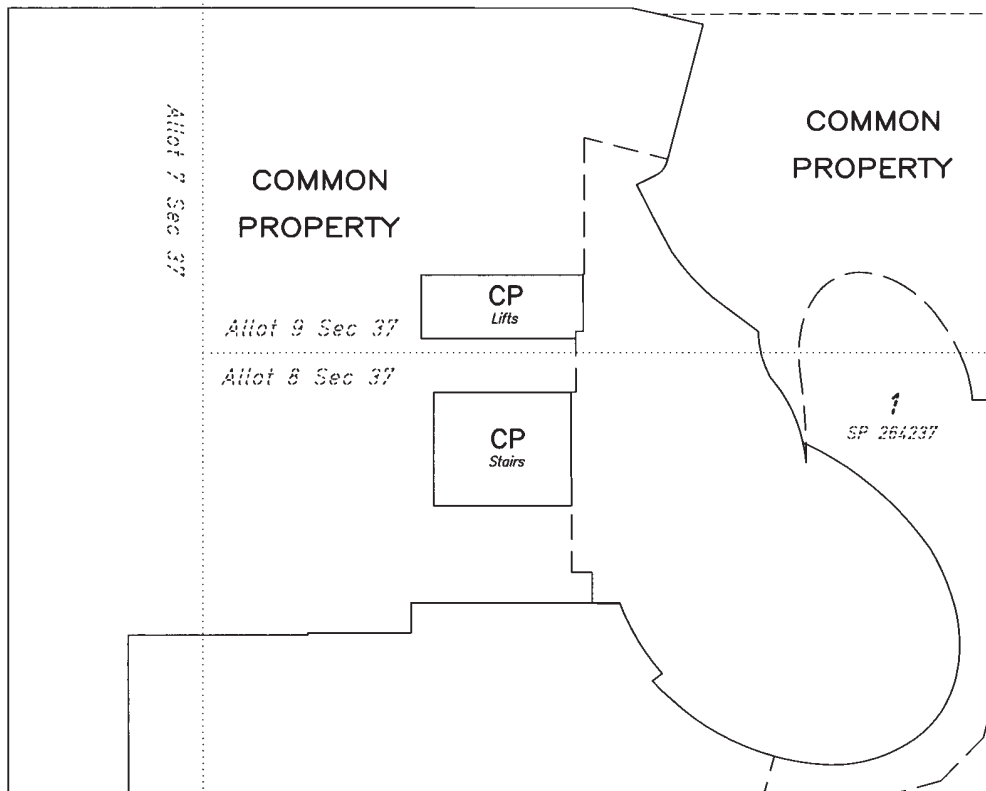
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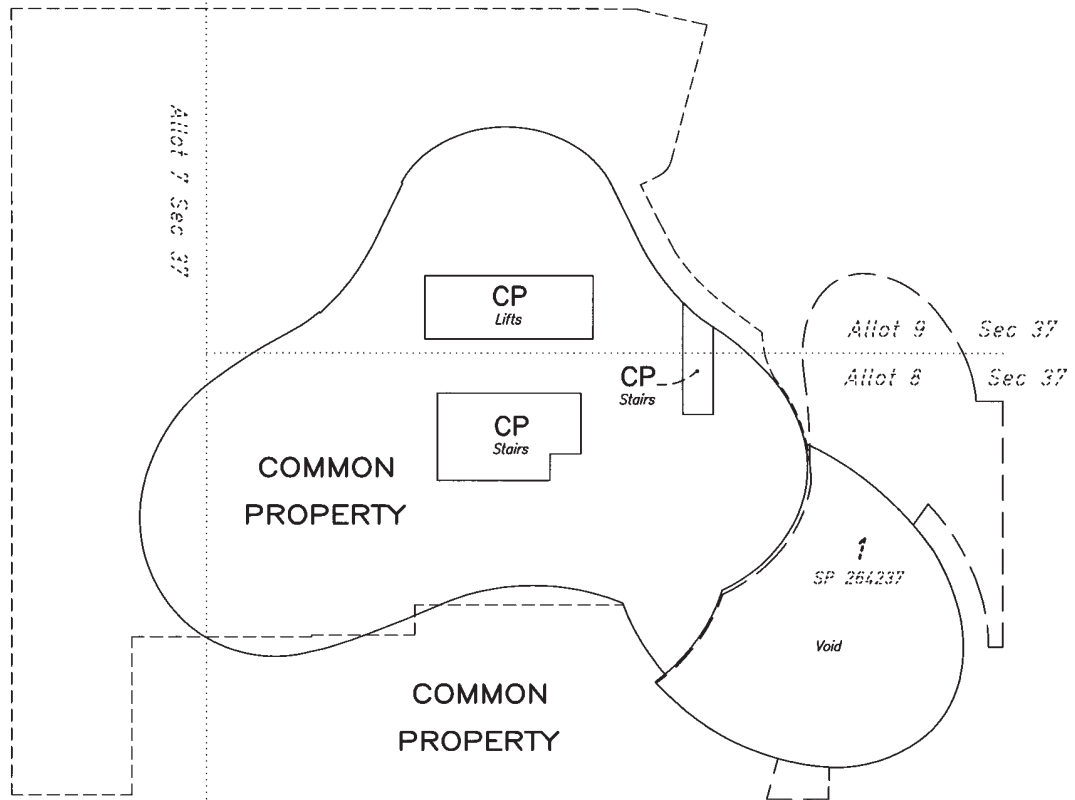
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CP denotes Common Property

LEVEL F

Scale 1 : 250

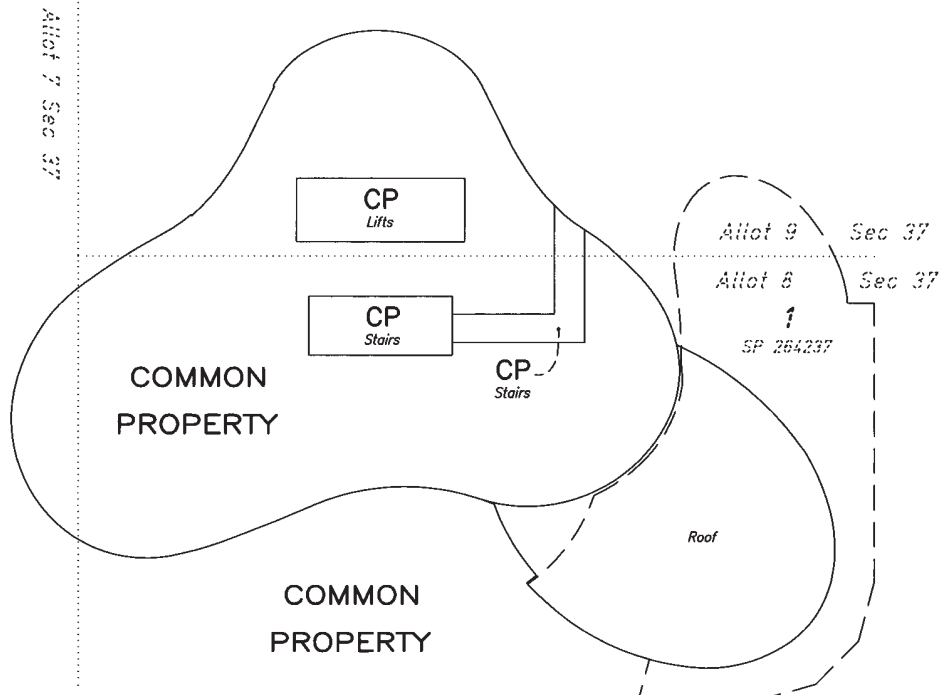


LEVEL G
Scale 1 : 250

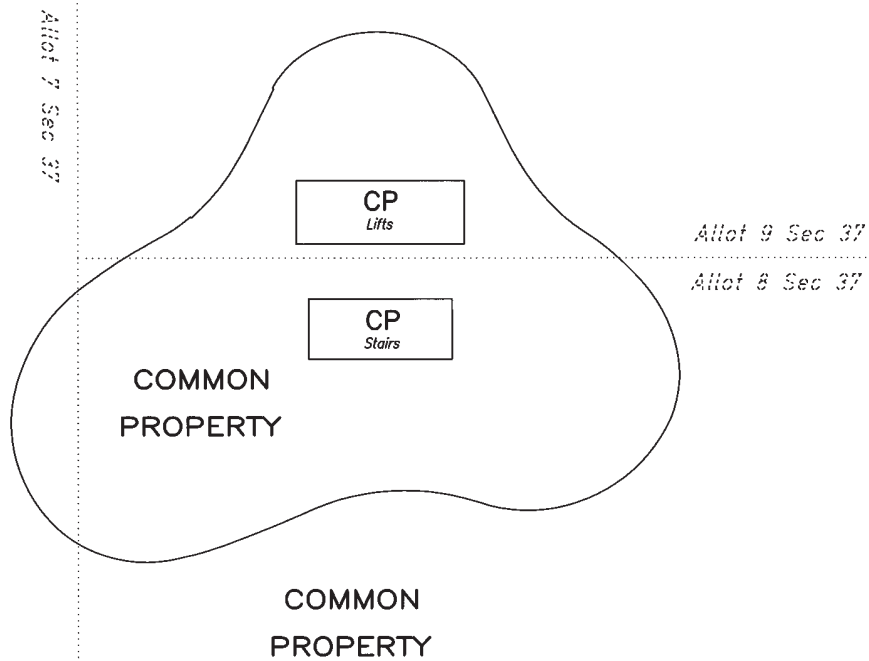


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CP denotes Common Property

LEVEL H
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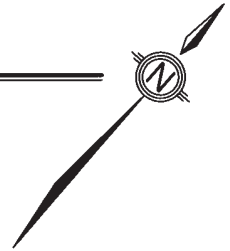
LEVEL I
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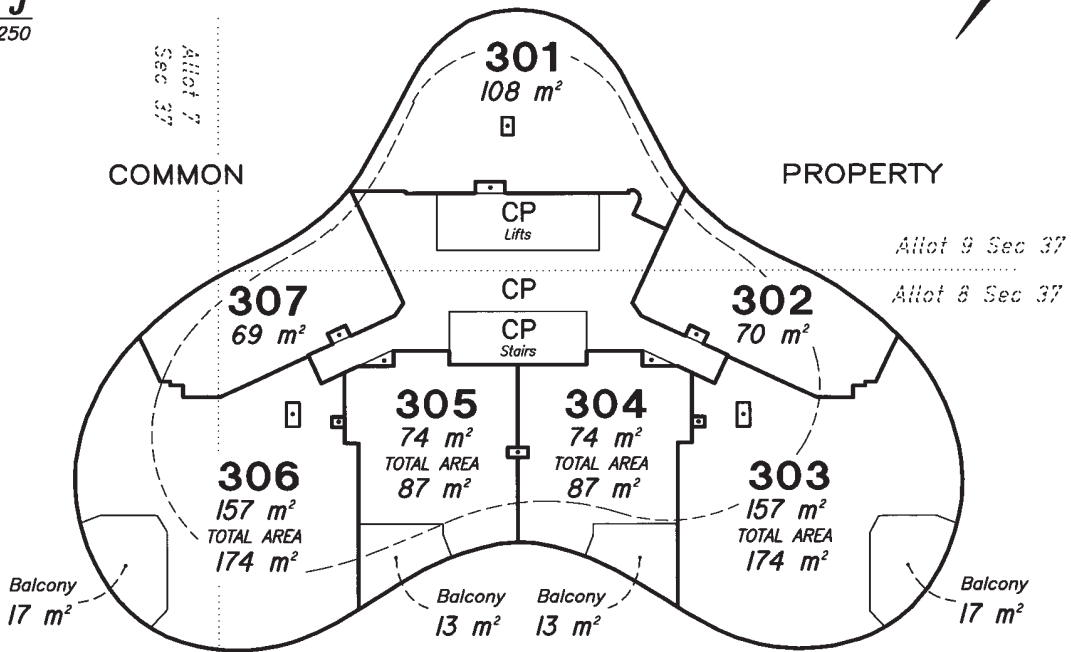
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CP denotes Common Property

□ denotes Common Property (Duct)

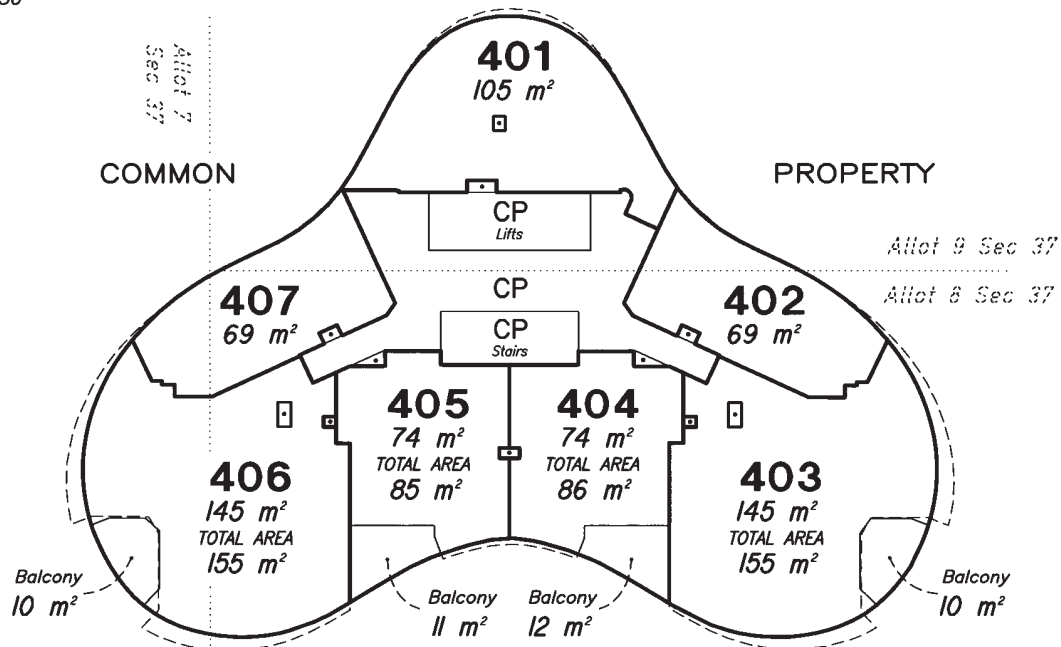


LEVEL J
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LEVEL K

Scale 1 : 250



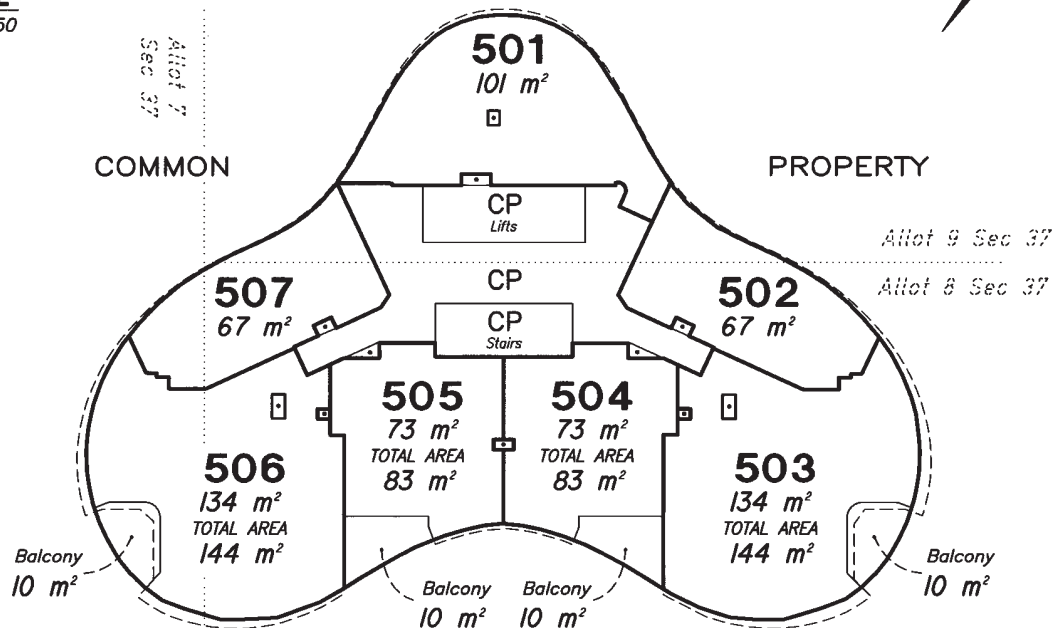
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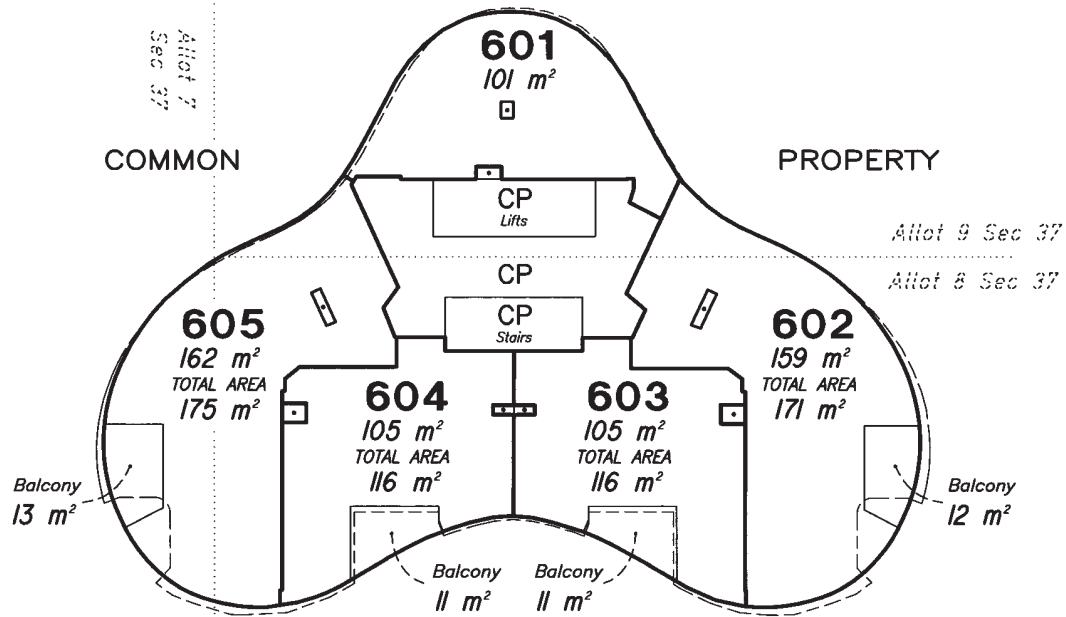
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LEVEL L

Scale 1 : 250



LEVEL M
Scale 1 : 250

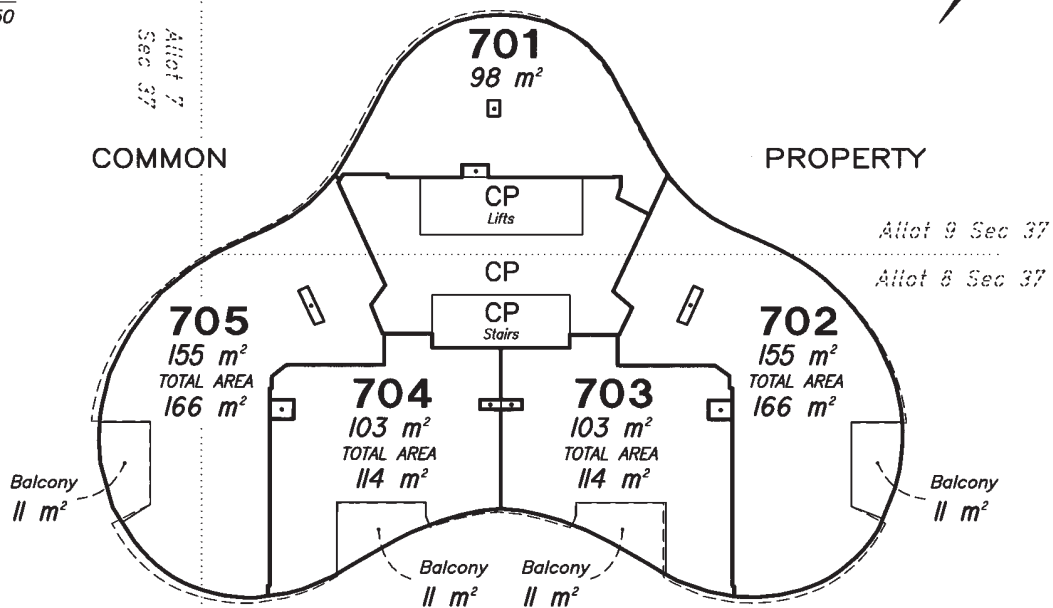


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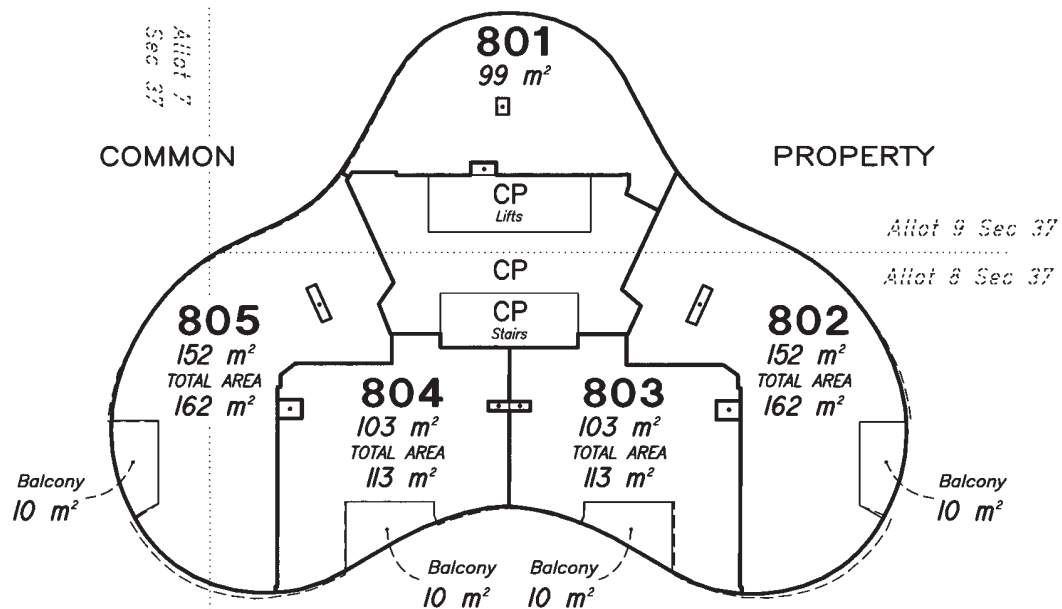
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LEVEL N
Scale 1 : 250



LEVEL 0

Scale 1 : 250



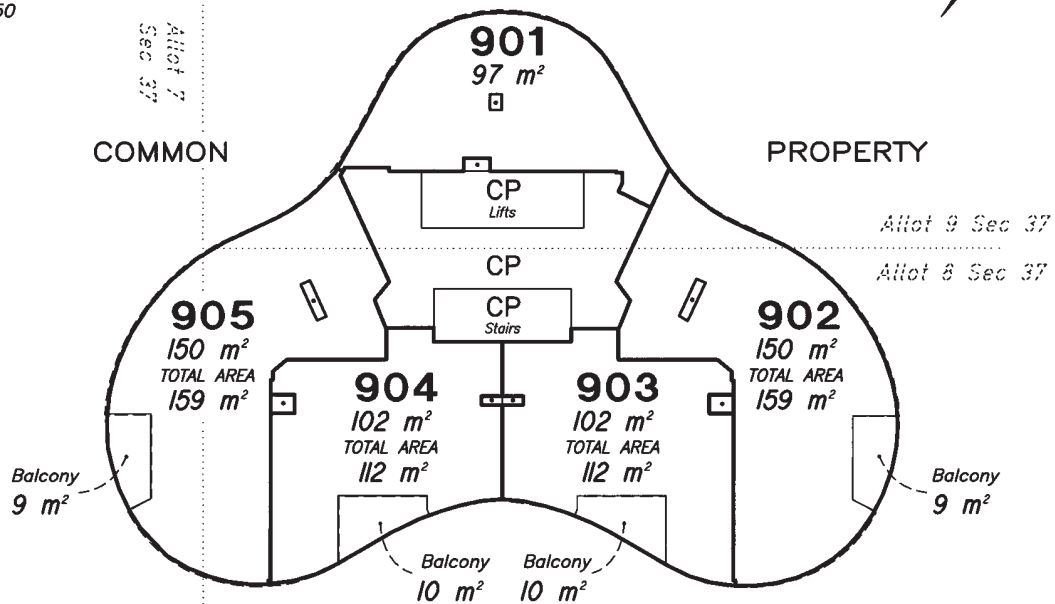
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□ denotes Common Property (Duct)

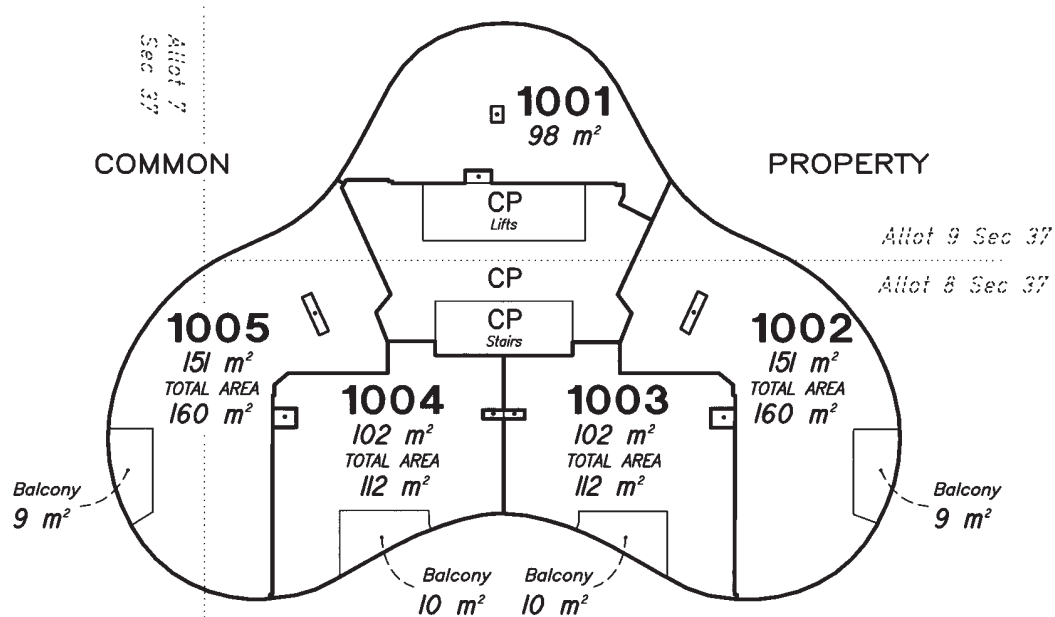
LEVEL P

Scale 1 : 250



LEVEL Q

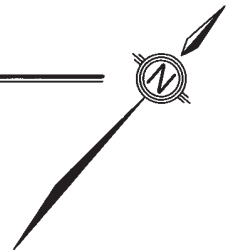
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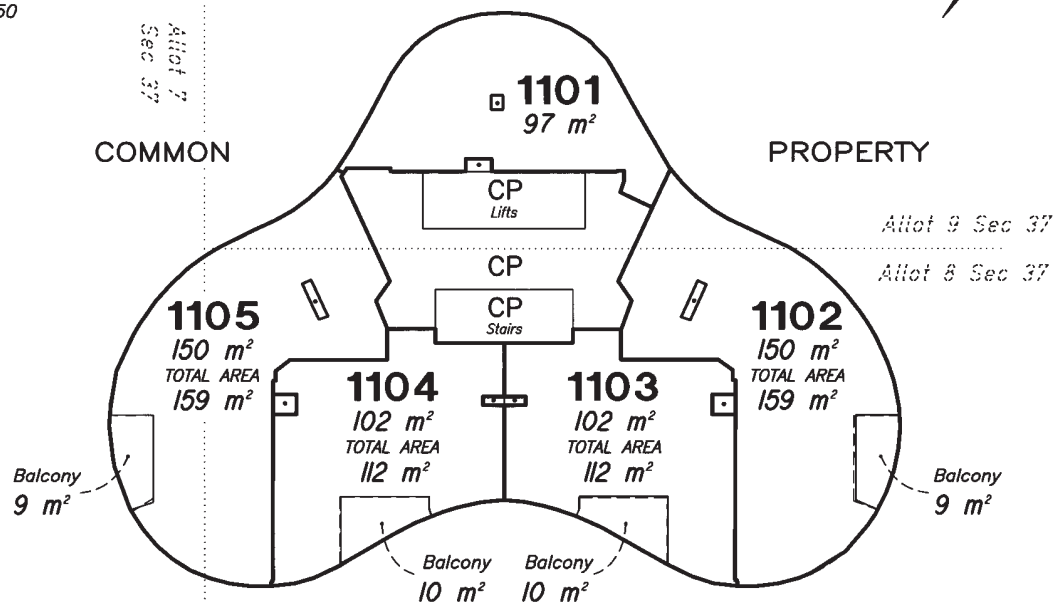
CP denotes Common Property

□ denotes Common Property (Duct)

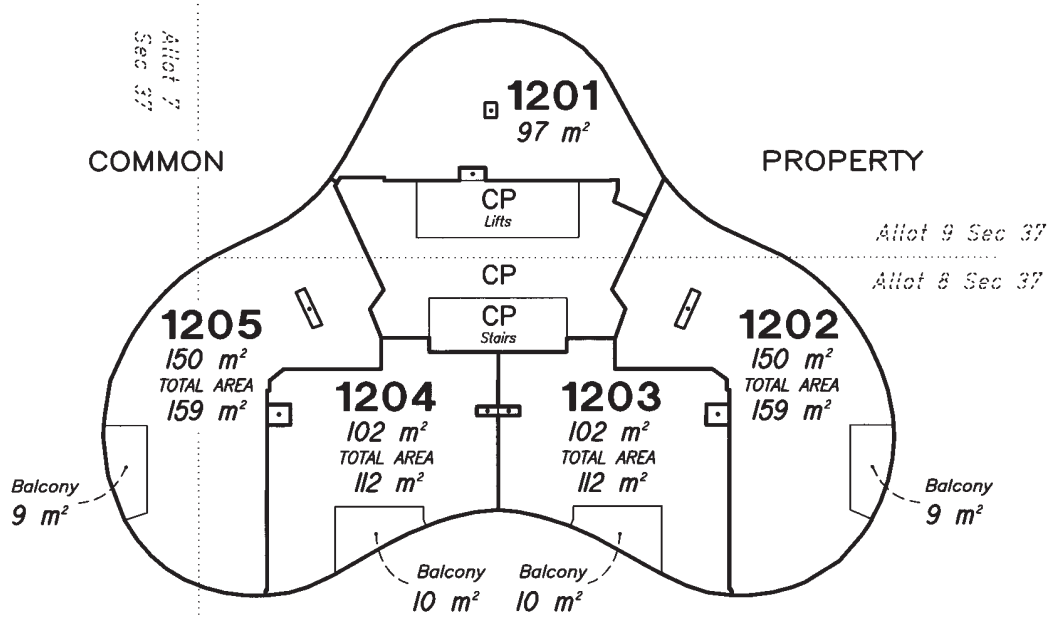


LEVEL R

Scale 1 : 250



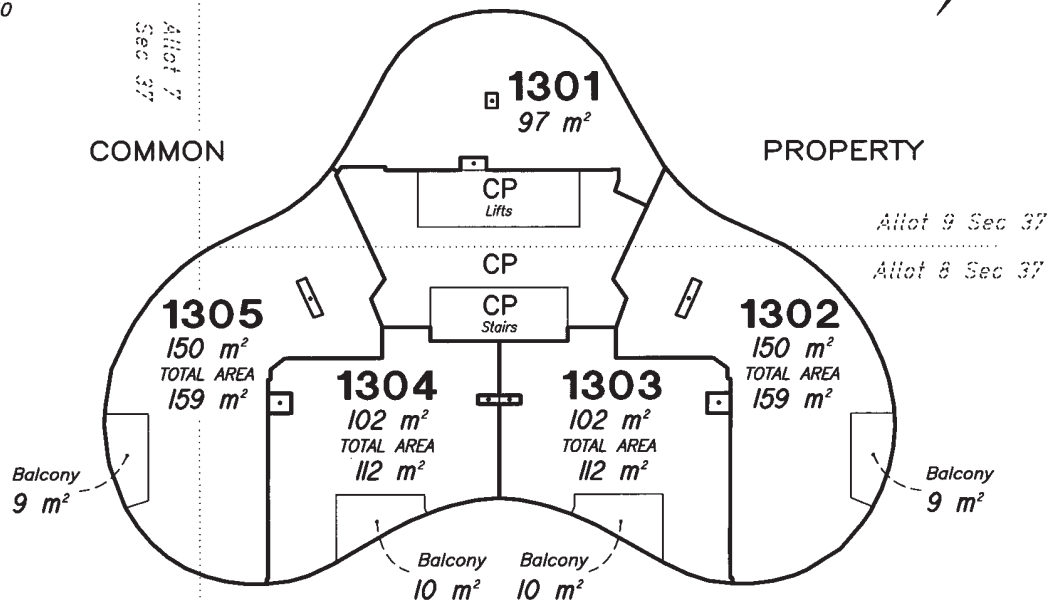
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CP denotes Common Property

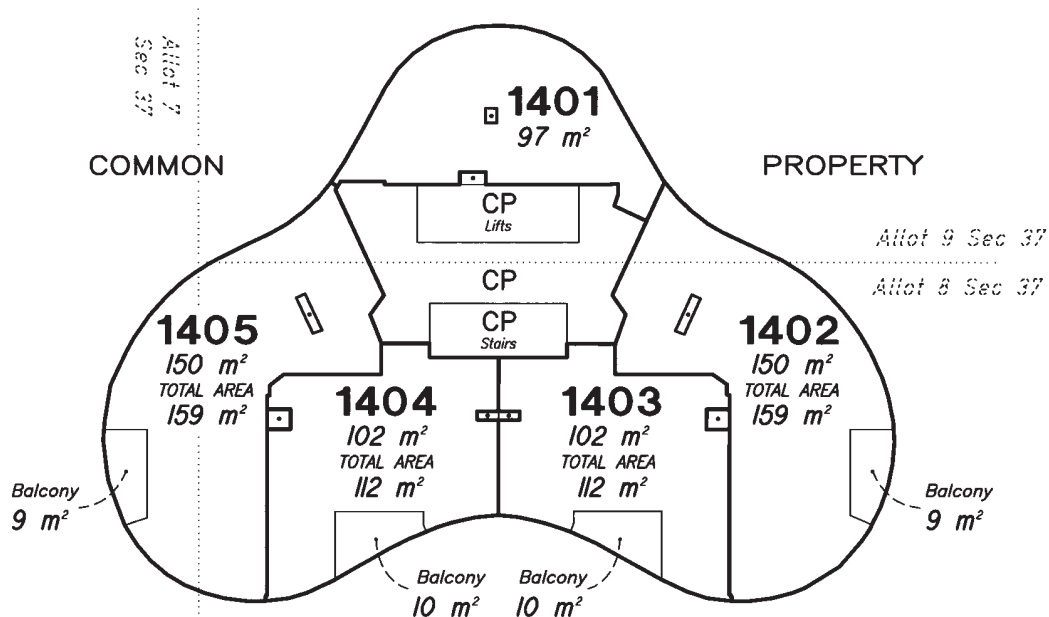
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LEVEL T
Scale 1 : 250



LEVEL U

Scale 1 : 250

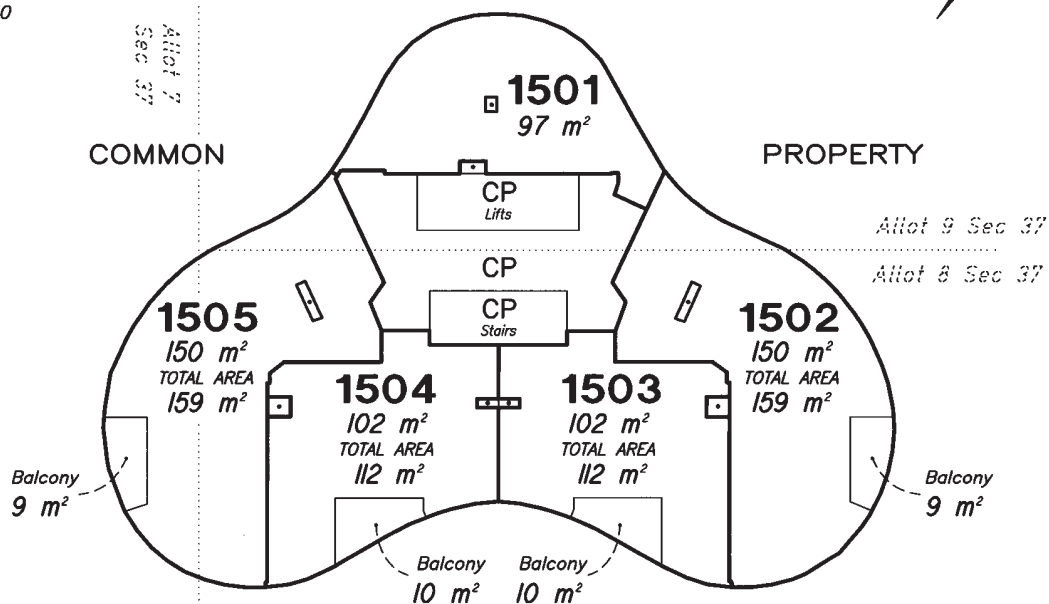


CP denotes Common Property

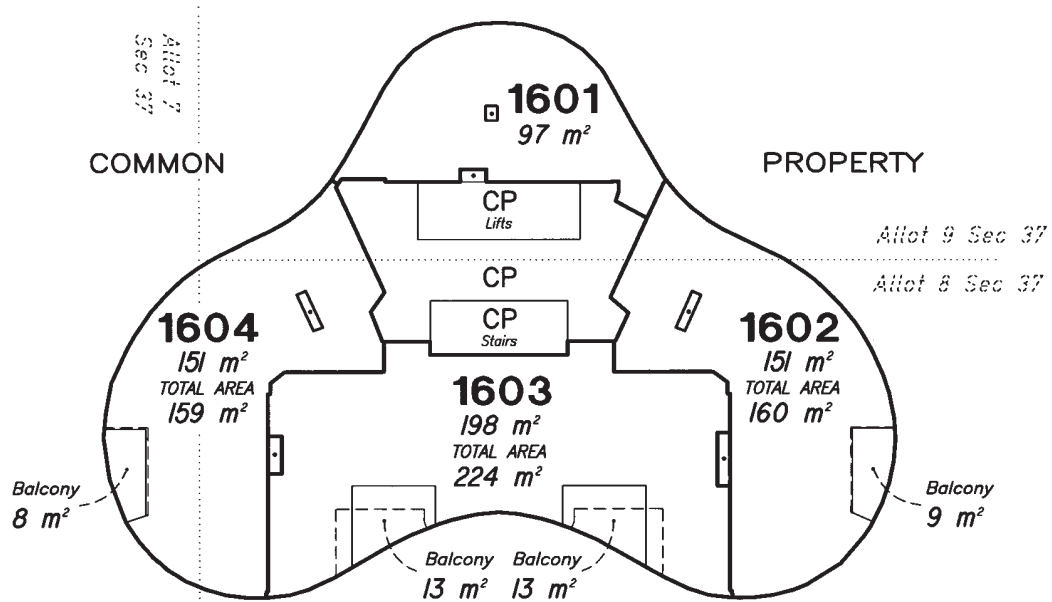
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LEVEL V

Scale 1 : 250



LEVEL W
Scale 1 : 250

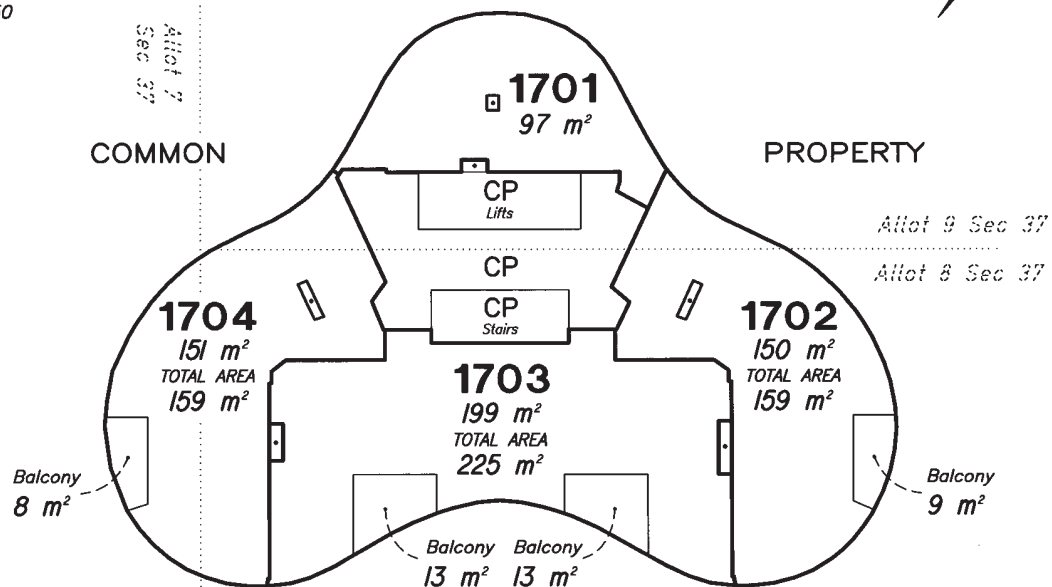


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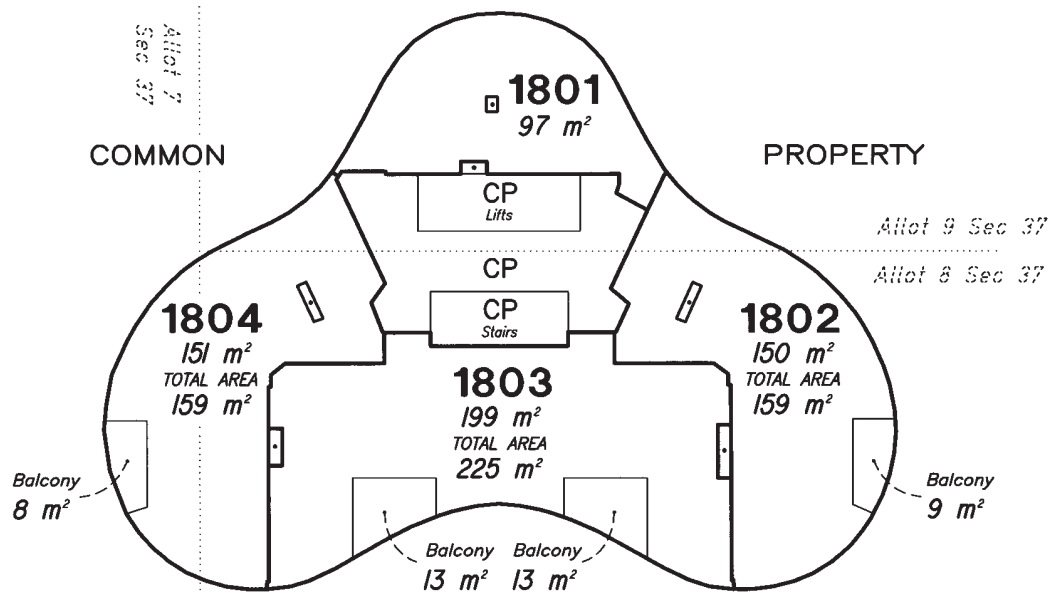
CP denotes Common Property

□ denotes Common Property (Duct)

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Scale 1 : 250



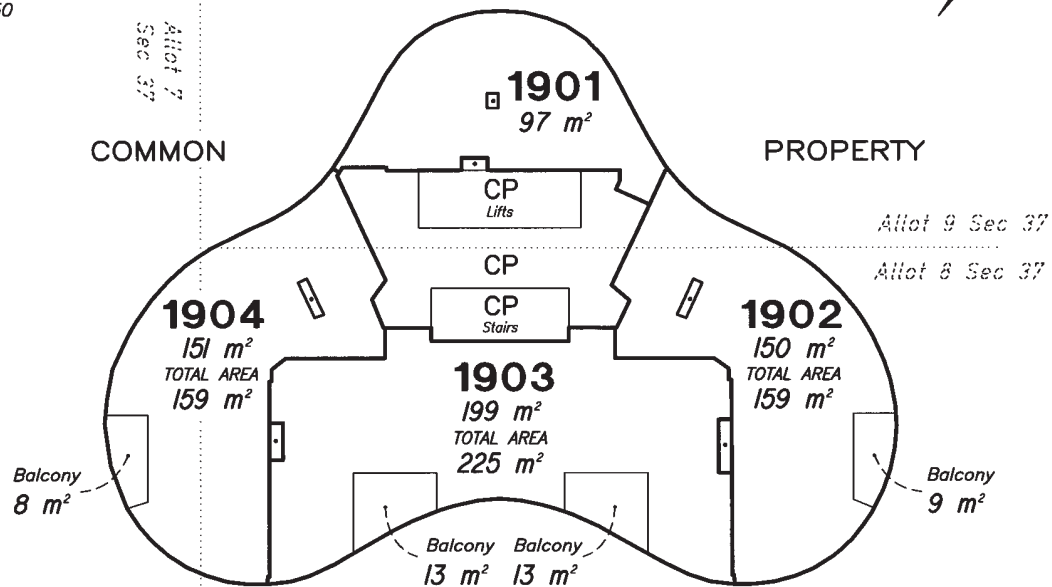
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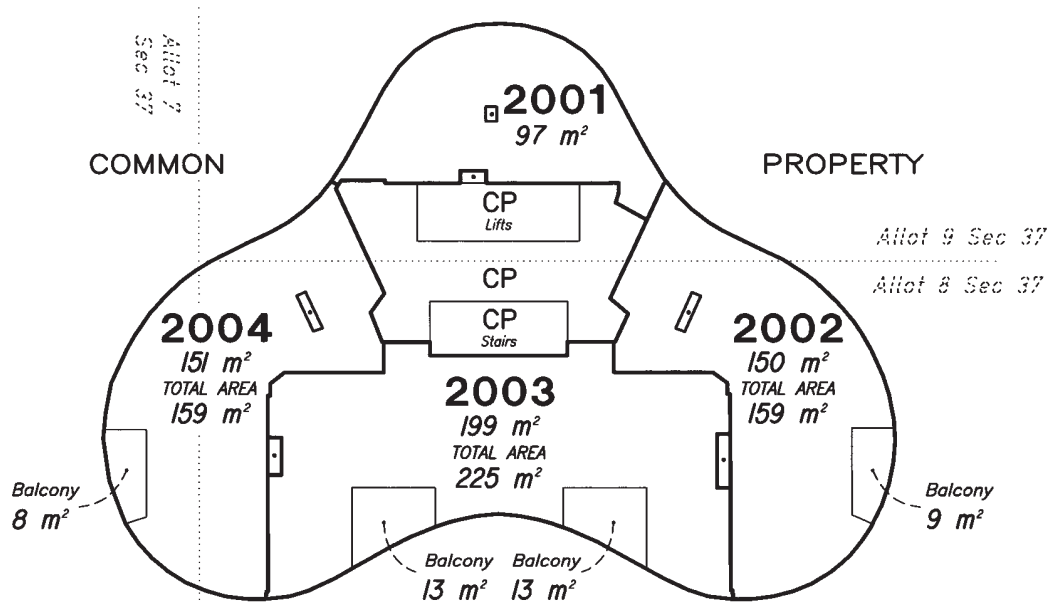
CP denotes Common Property

□ denotes Common Property (Duct)

LEVEL Z
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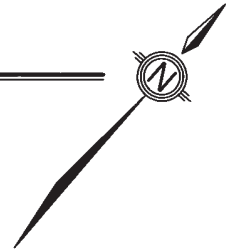


LEVEL AA
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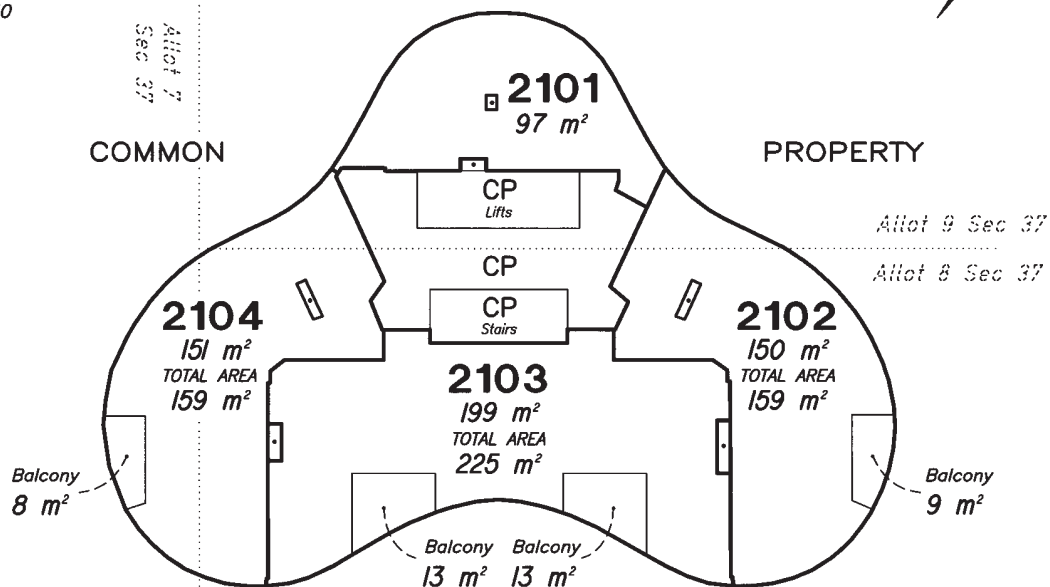


CP denotes Common Property

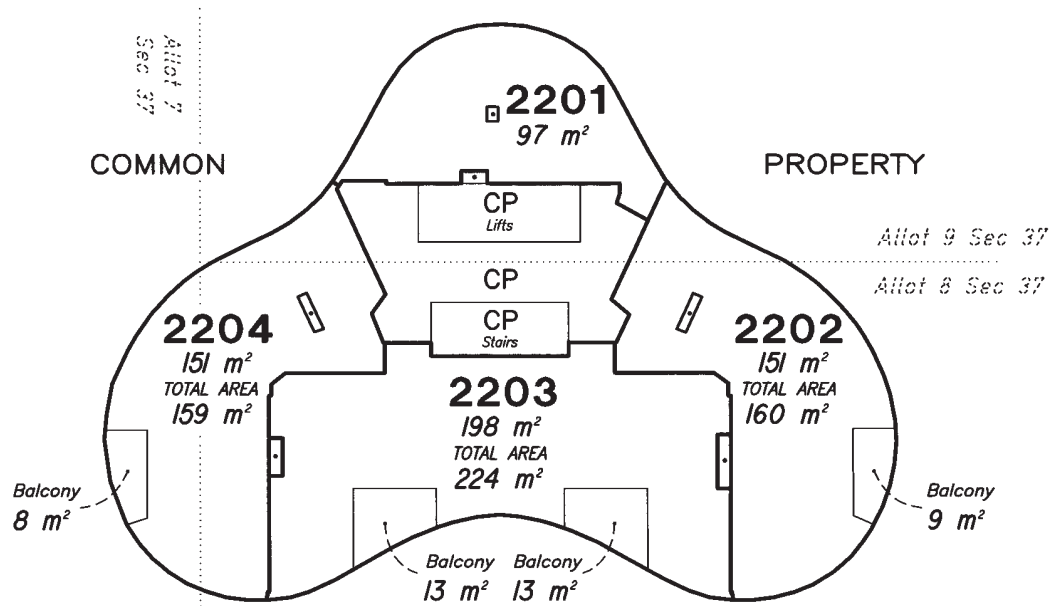
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LEVEL AB
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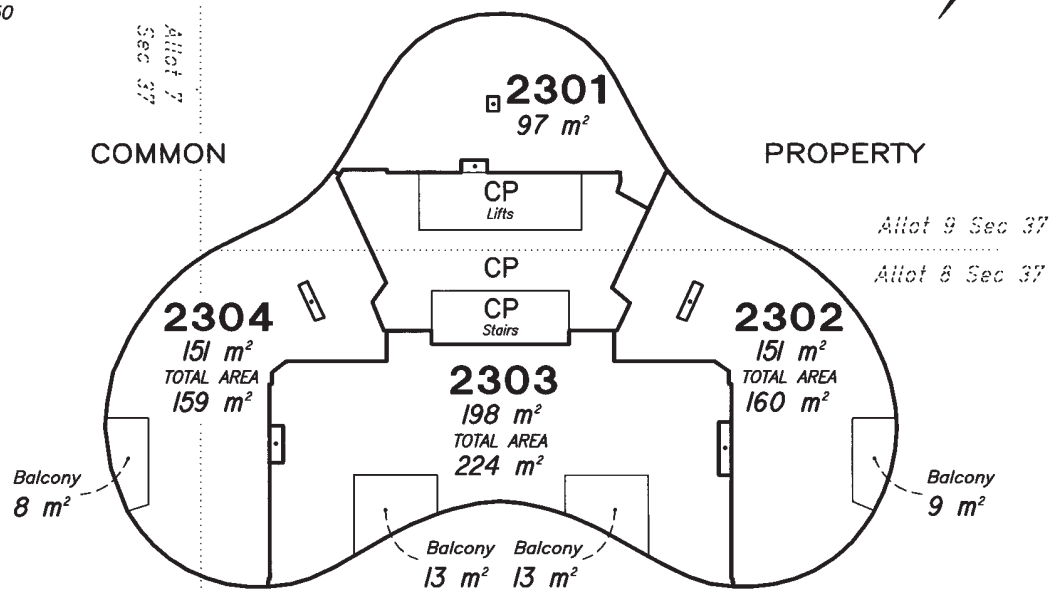
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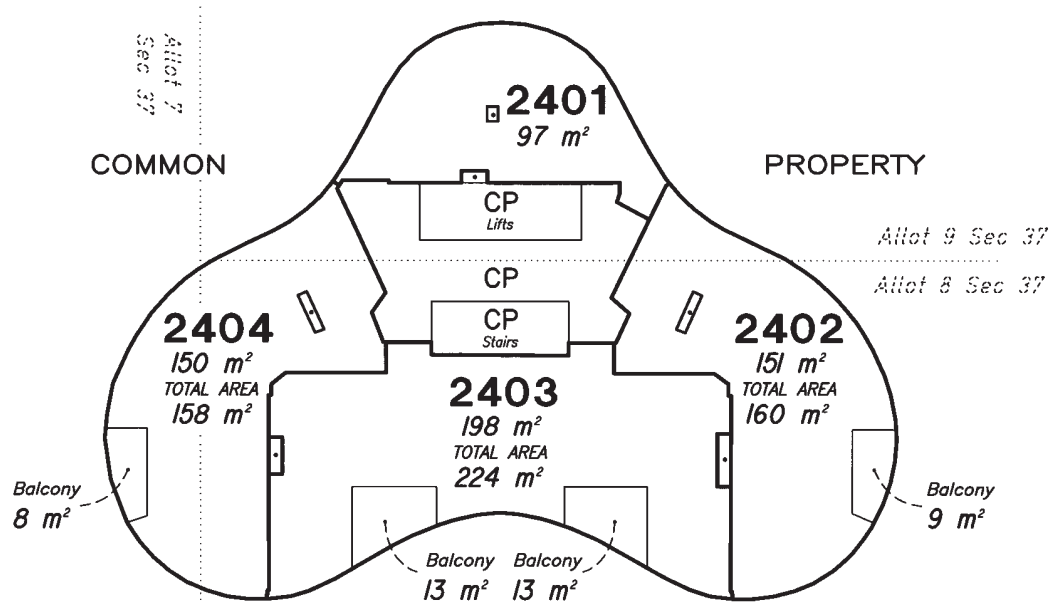
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LEVEL AD
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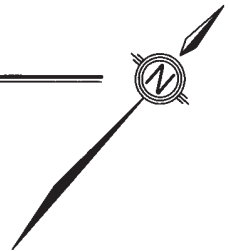
LEVEL AE

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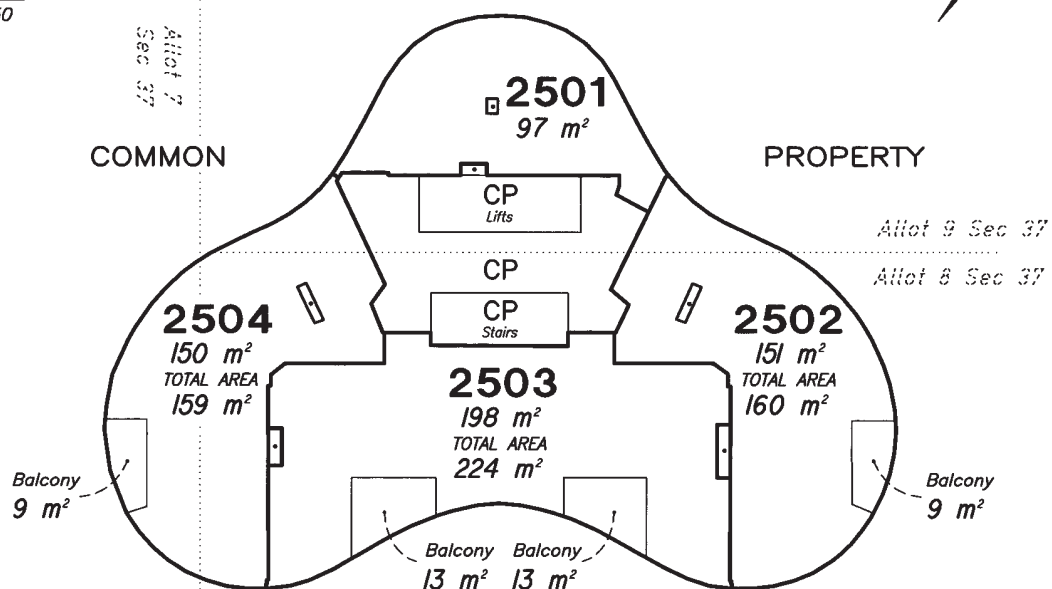
CP denotes Common Property

□ denotes Common Property (Duct)

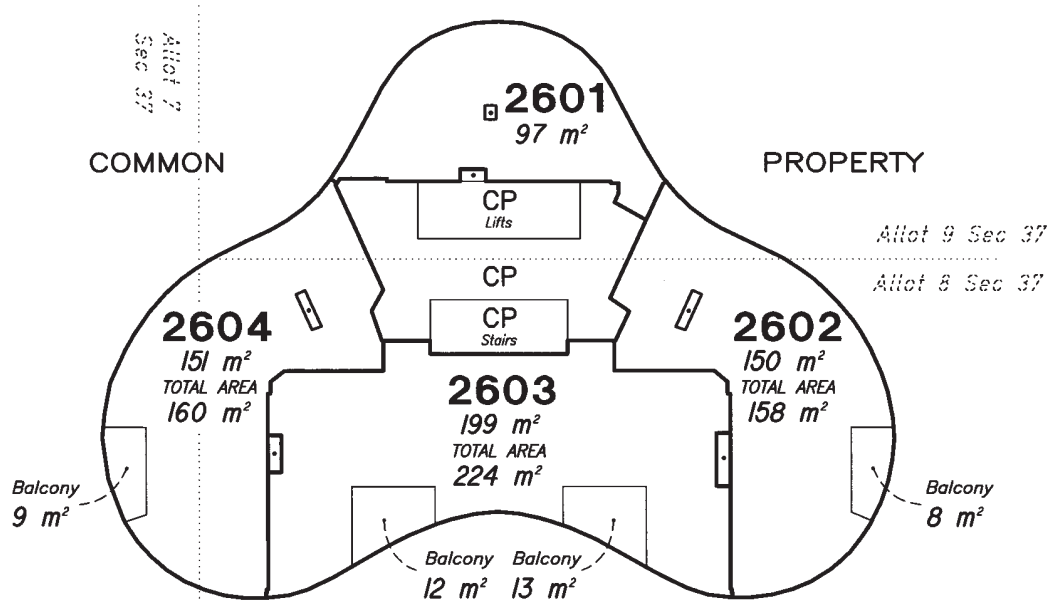



LEVEL AF

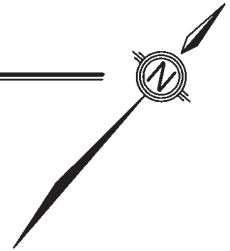
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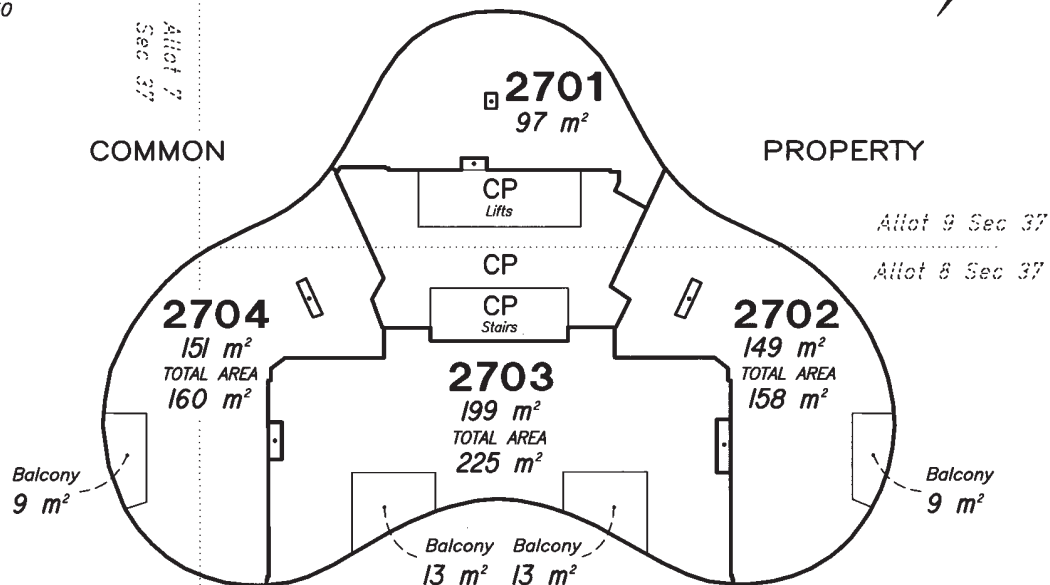
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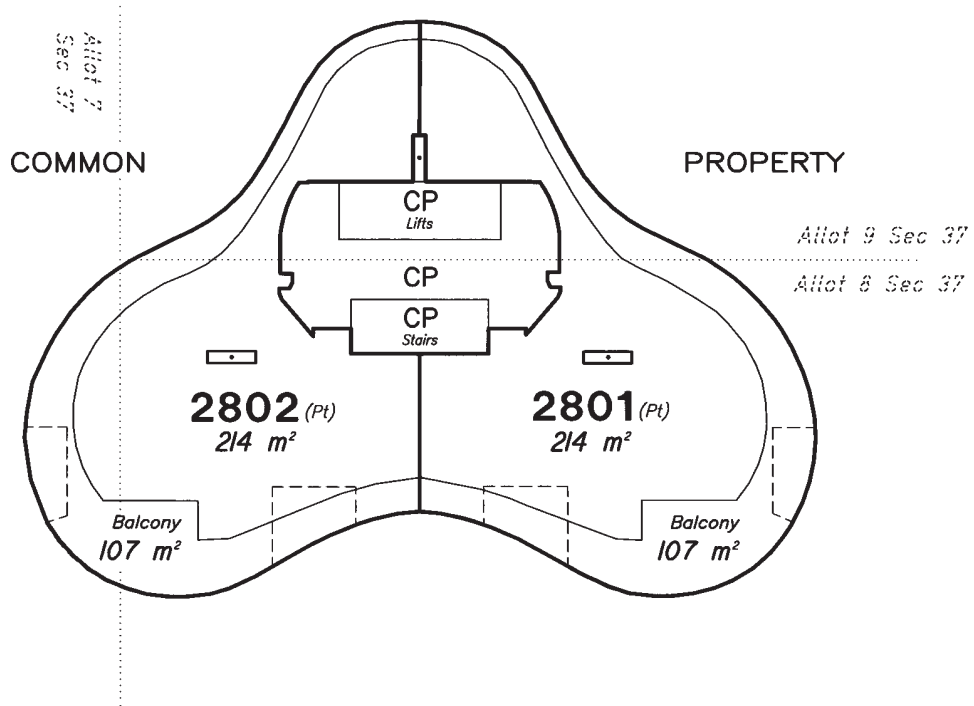
CP denotes Common Property
 denotes Common Property (Duct)



LEVEL AH
Scale 1 : 250



LEVEL AI
Scale 1 : 250

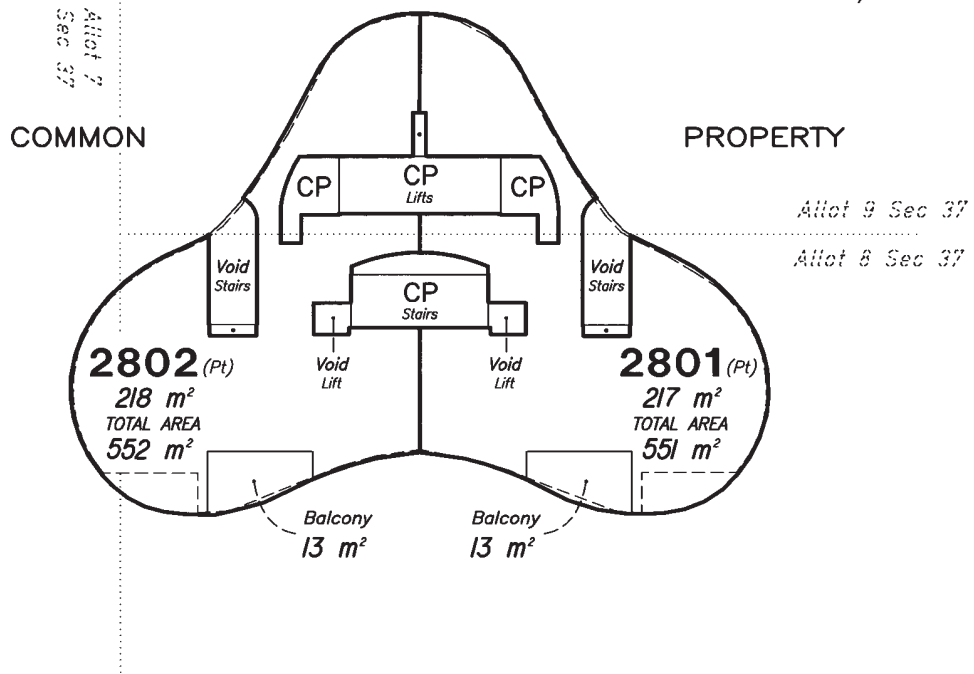


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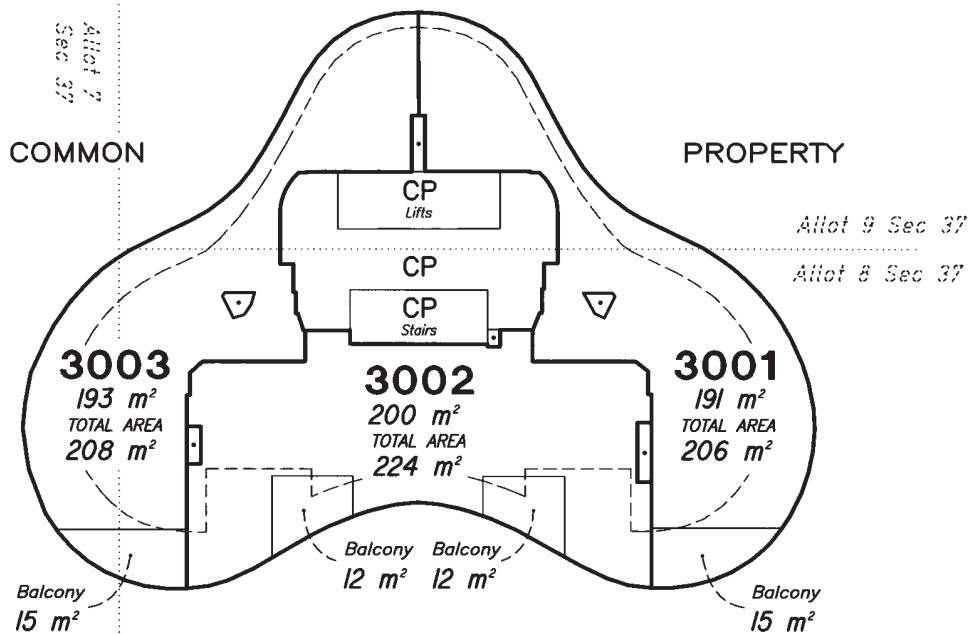
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LEVEL AJ
Scale 1 : 250



LEVEL AK

Scale 1 : 250



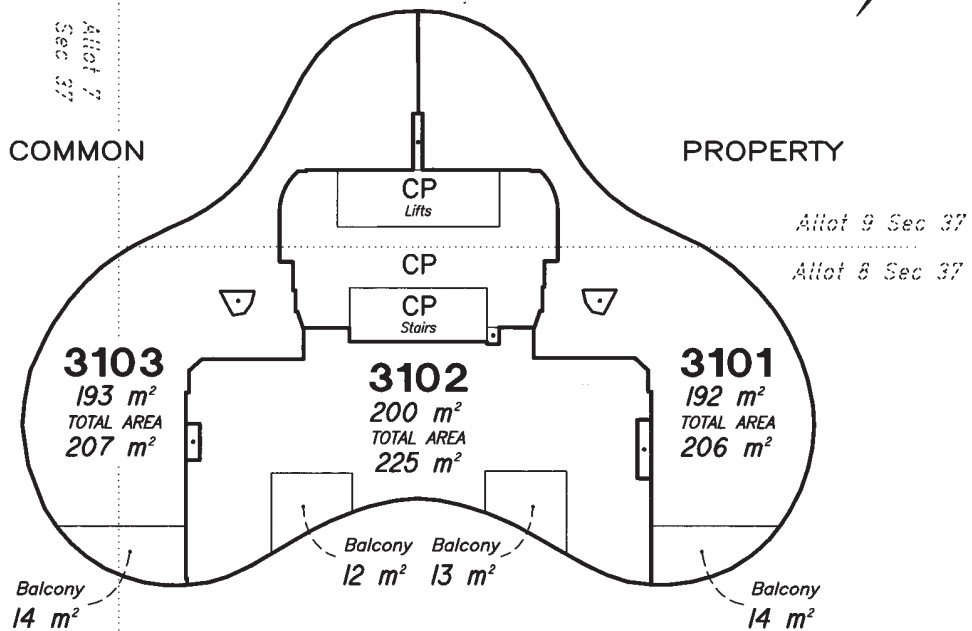
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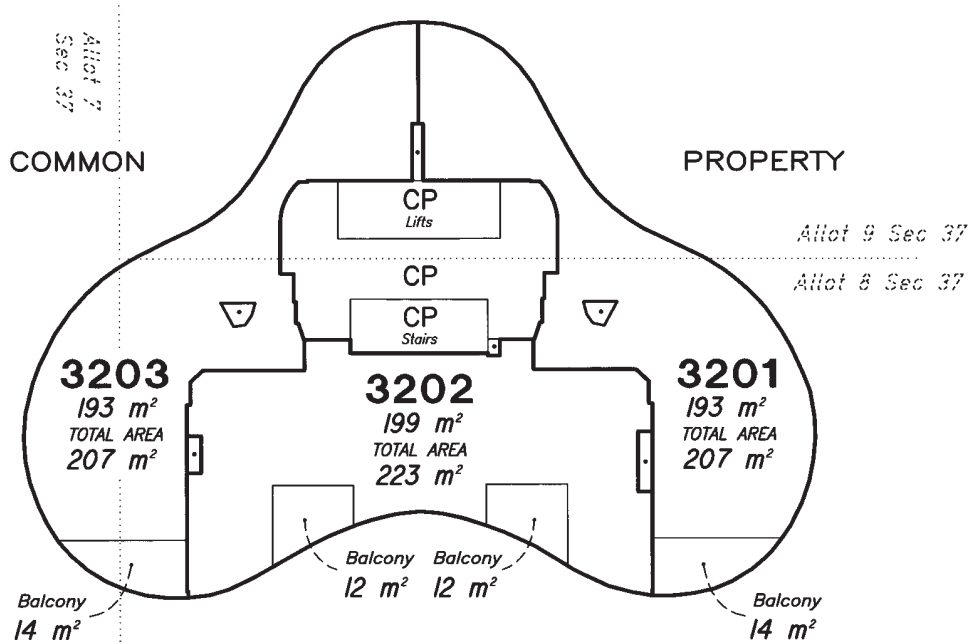
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LEVEL AL

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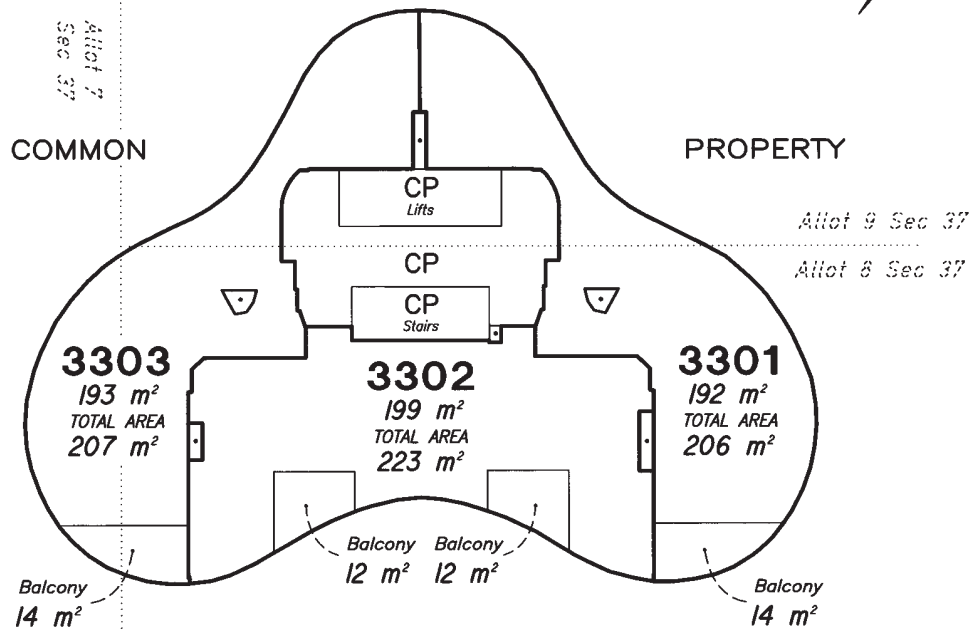
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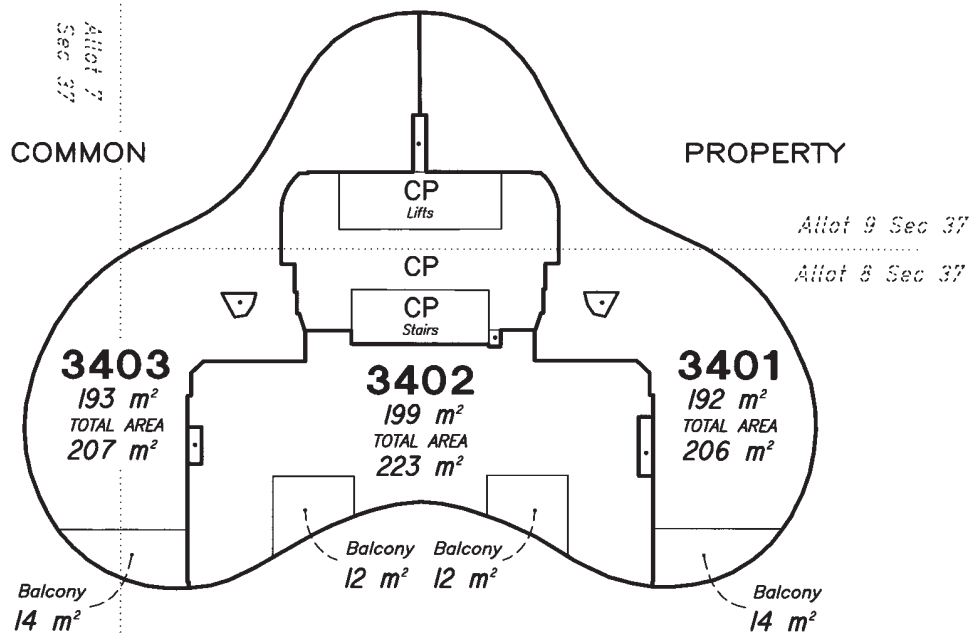
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LEVEL AN
Scale 1 : 250



LEVEL AO

Scale 1 : 250



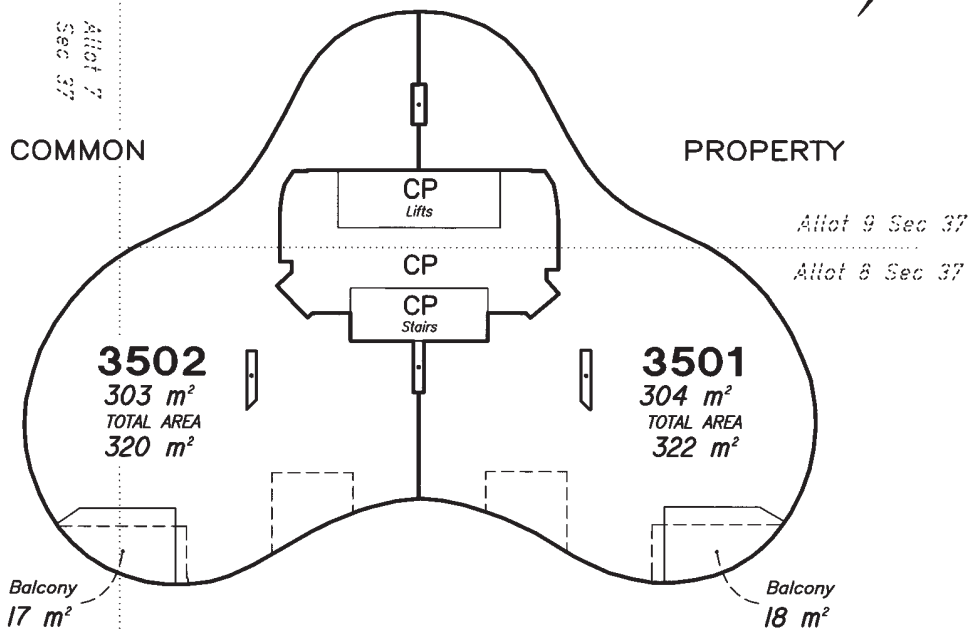
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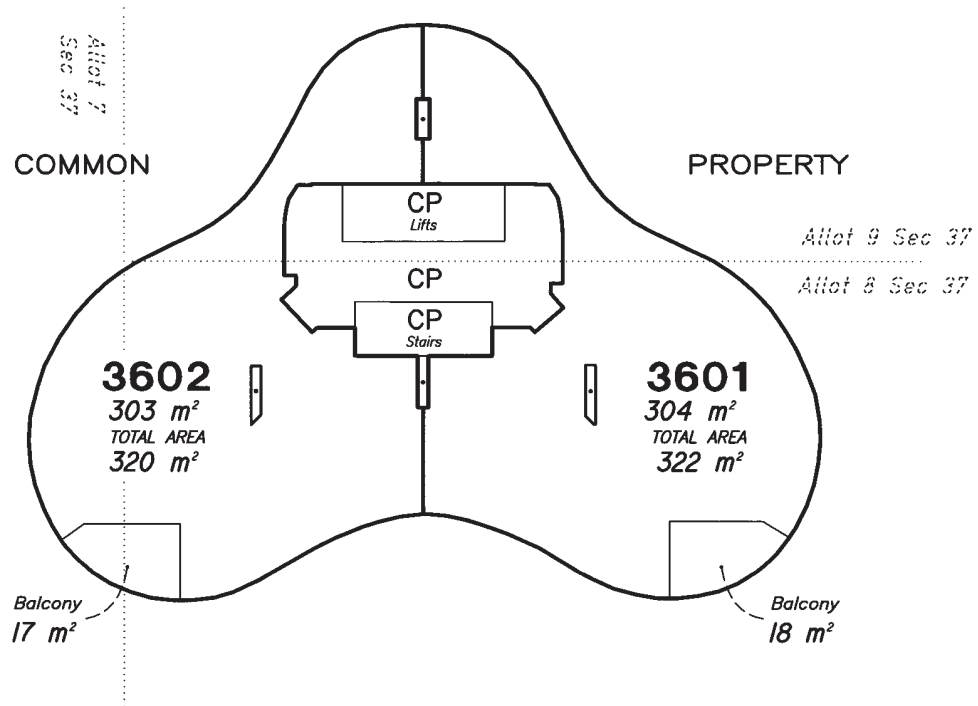
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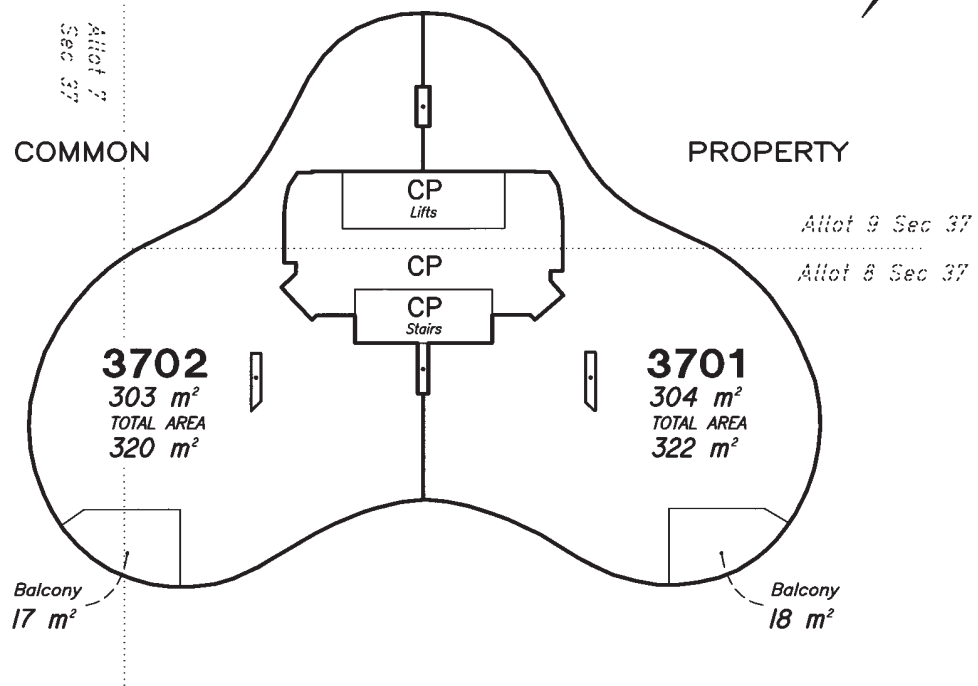
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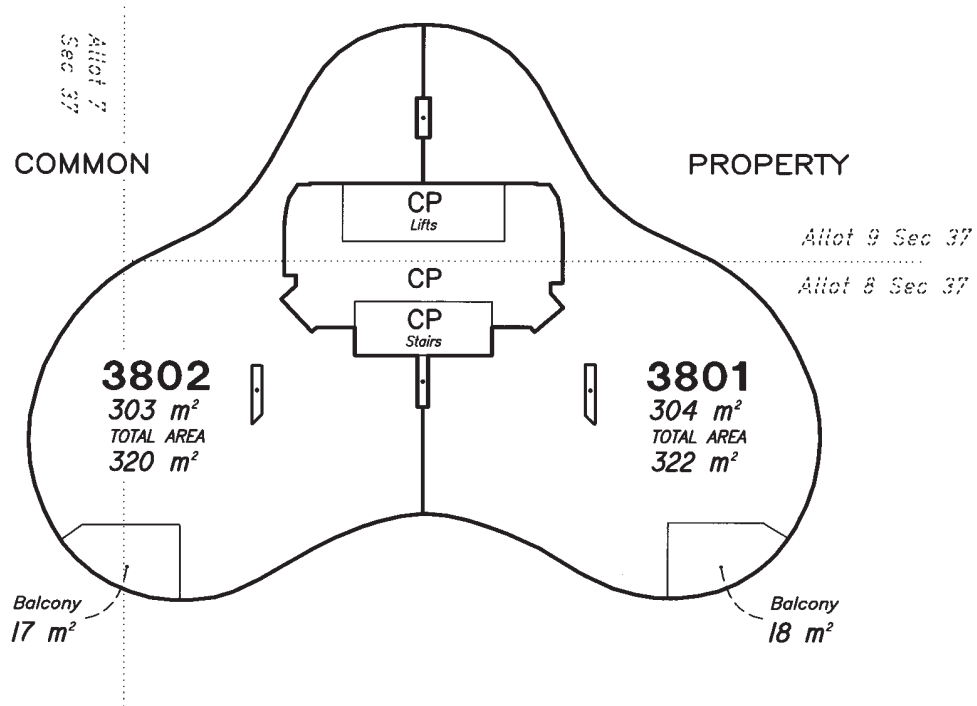
CP denotes Common Property

CP denotes Common Property (Duct)

LEVEL AR
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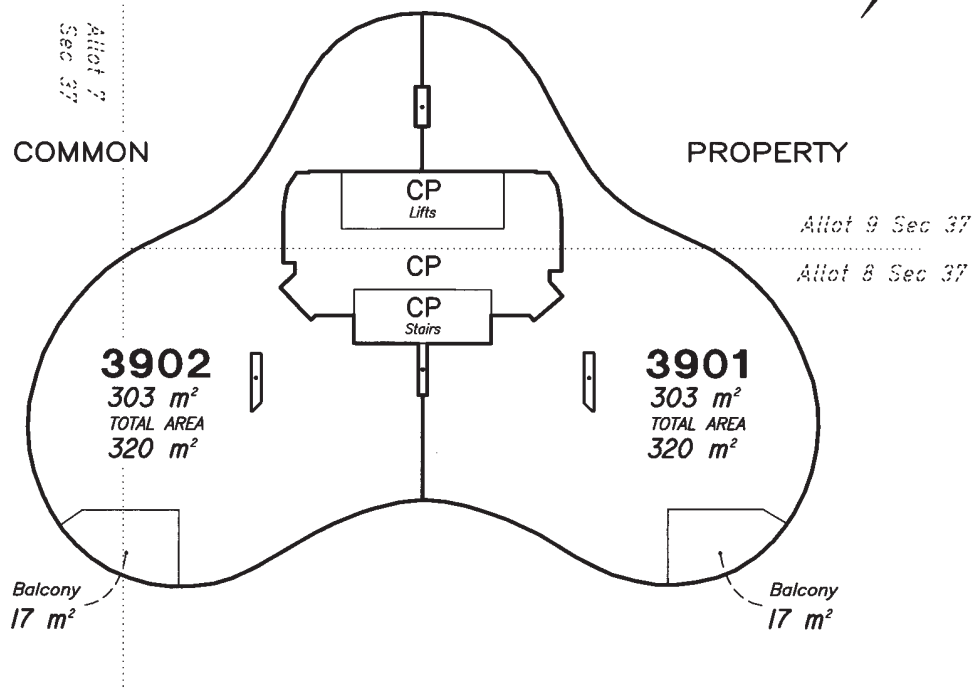
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CP denotes Common Property

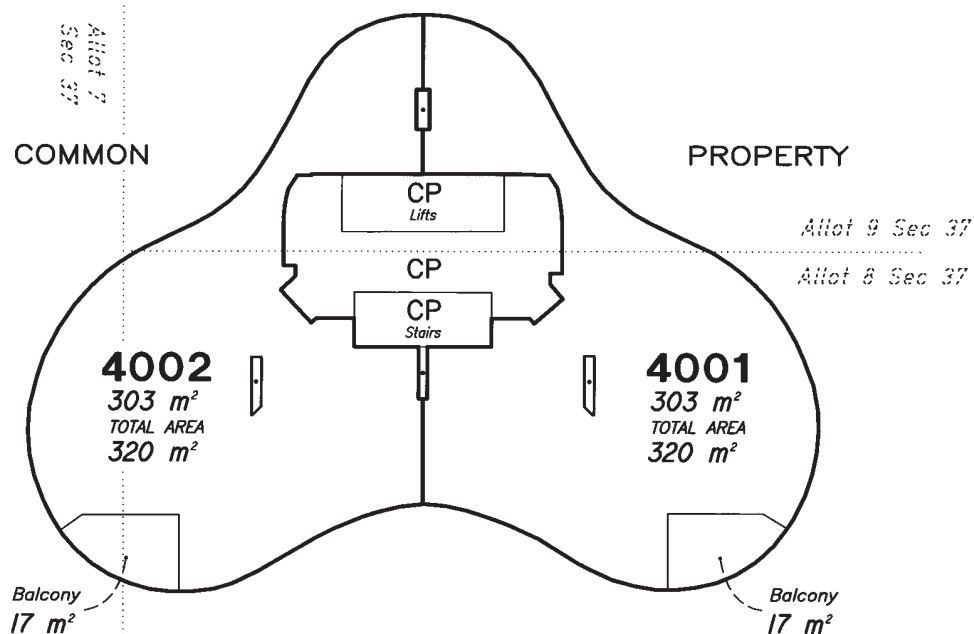
■ denotes Common Property (Duct)

LEVEL AT
Scale 1 : 250



LEVEL AU

Scale 1 : 250



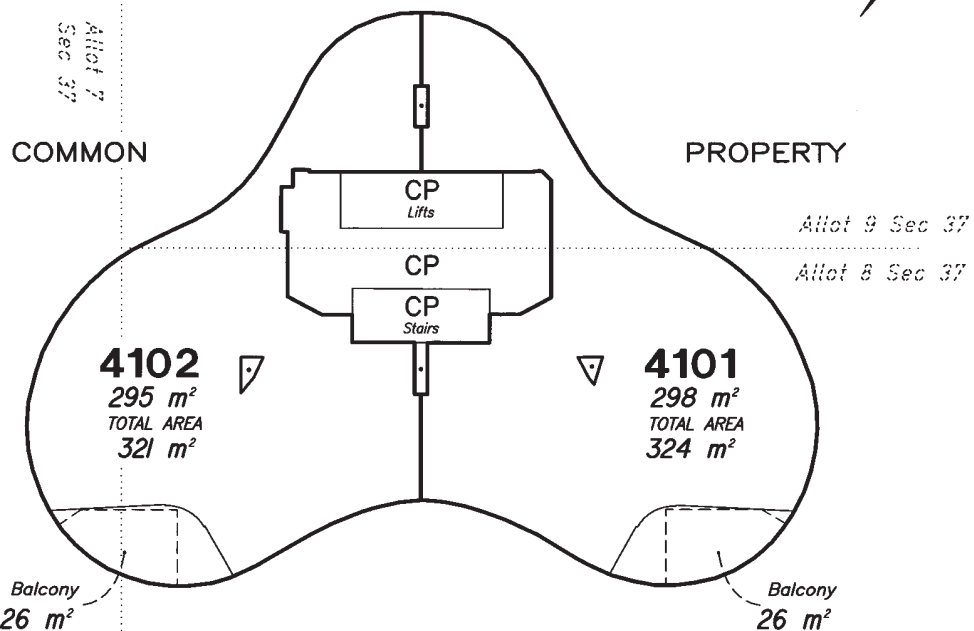
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CP denotes Common Property

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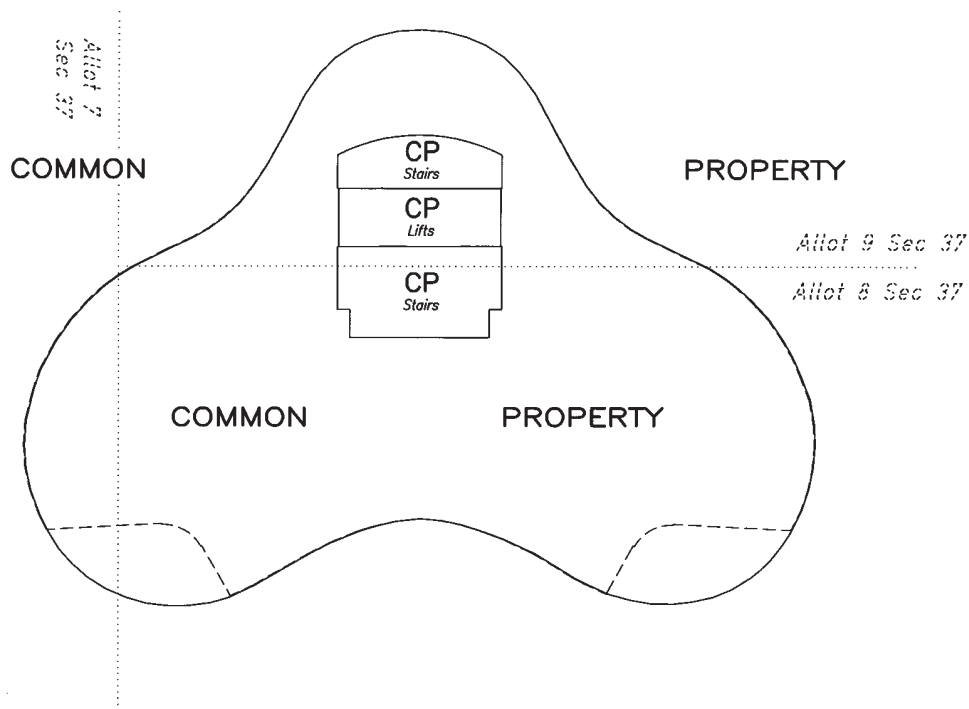
LEVEL AV

Scale 1 : 250



LEVEL AW

Scale 1 : 250



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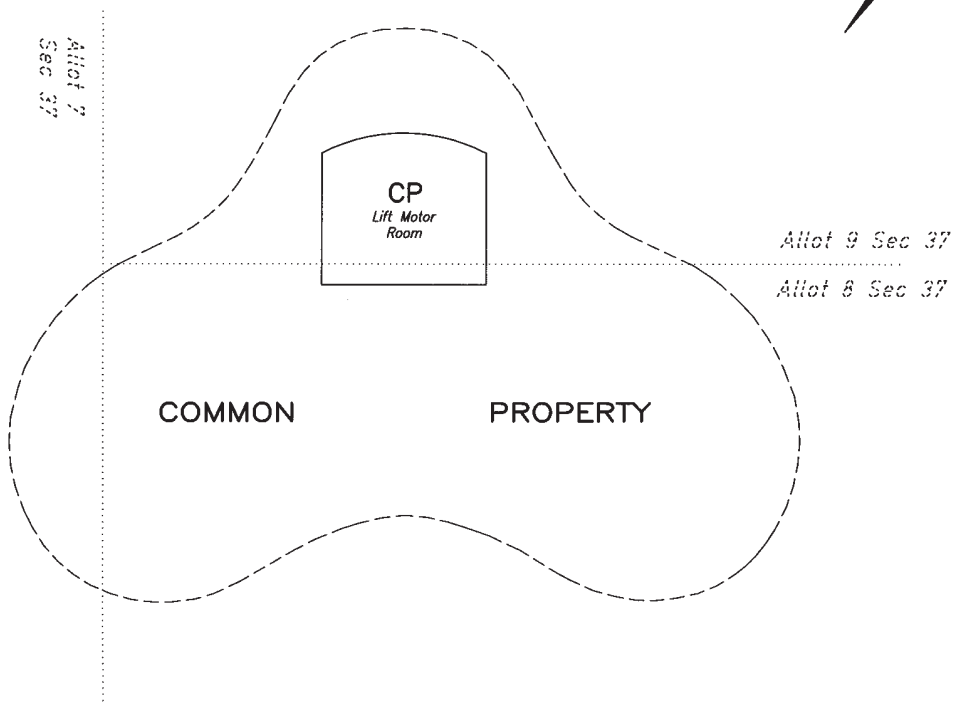
CP denotes Common Property

■ denotes Common Property (Duct)

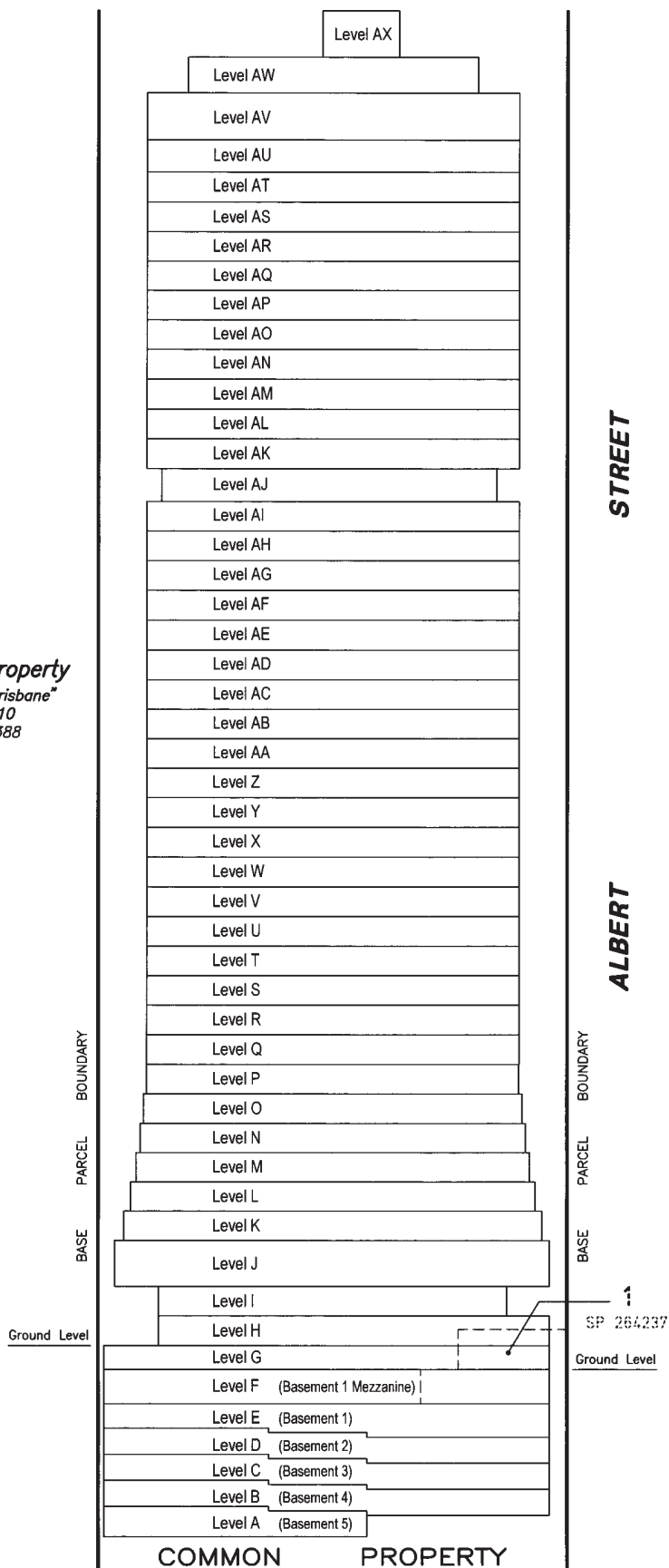


LEVEL AX

Scale 1 : 250



COMMON PROPERTY



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

GENERAL REQUEST

FORM 14 Version 4
Page 1 of 1

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20/12/2024 11:13:55 Sealing Number



OFFICE USE ONLY

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1. Nature of request REQUEST TO RECORD NEW COMMUNITY MANAGEMENT STATEMENT FOR ABIAN BOTANIC GARDENS COMMUNITY TITLES SCHEME 49990	Lodger (Name, address, E-mail & phone number) HWL Ebsworth Lawyers GPO Box 2033 Brisbane QLD 4001 (07) 3169 4700 Email: adaskaloudis@hwle.com.au	Lodger Code 88A
2. Lot on Plan Description COMMON PROPERTY FOR ABIAN BOTANIC GARDENS COMMUNITY TITLES SCHEME 49990	Title Reference 51095198	
3. Registered Proprietor/State Lessee BODY CORPORATE FOR ABIAN BOTANIC GARDENS COMMUNITY TITLES SCHEME 49990		
4. Interest NOT APPLICABLE		
5. Applicant BODY CORPORATE FOR ABIAN BOTANIC GARDENS COMMUNITY TITLES SCHEME 49990		
6. Request I hereby request that the new Community Management Statement deposited herewith which amends Schedule C of the existing Community Management Statement be recorded as the Community Management Statement for Abian Botanic Gardens Community Titles Scheme 49990.		
7. Execution by applicant		

Maddison Wallis
Archers
Body Corporate Manager for
Abian Botanic Gardens CTS 49990

18/12/2024

Execution Date

M Wallis

Applicant's or Solicitor's Signature

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

L311576717.10

49990

THIS CMS MUST BE DEPOSITED WITH:

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

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

This statement incorporates and must include the following:

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

Office use only
CMS LABEL NUMBER

1. Name of community titles scheme

Abian Botanic Gardens Community Titles Scheme 49990

2. Regulation module

Accommodation Module

3. Name of body corporate

Body Corporate for Abian Botanic Gardens Community Titles Scheme 49990

4. Scheme land

Lot on Plan Description

SEE ENLARGED PANEL

Title Reference

SEE ENLARGED PANEL

5. Name and address of original owner

Not Applicable

6. Reference to plan lodged with this statement

Not Applicable

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

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

Not applicable pursuant to section 60(6) of the *Body Corporate and Community Management Act 1997*.

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

8. Execution by original owner/Consent of body corporate

Body Corporate for Abian Botanic Gardens CTS 49990

See Form 20 – BCCM Execution

/ /

Execution Date

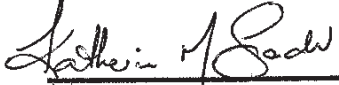

***Execution**

*Original owner to execute for a first community management statement

*Body corporate to execute for a new community management statement

Privacy Statement

Collection of this information is authorised by the Body Corporate and Community Management Act 1997 and is used to maintain the publicly searchable registers in the land registry. For more information about privacy in DERM see the Department's website.

1. Community Titles Scheme (CTS) Name	CTS Number
Abian Botanic Gardens	49990
2. Module Type of BCCM Scheme	Instrument being executed (using this certificate)
Accommodation Module	New CMS
3. Execution by the Body Corporate for the above Scheme*	
Signature	Signature
	
Signer Name	Signer Name
Katherine Mary Sadler	STEVEN BARKER
Signer Authority	Signer Authority
Chairperson	SECRETARY
Entity (if applicable)	Entity (if applicable)
Body Corporate for Abian Botanic Gardens	BODY CORPORATE FOR ABIAN BOTANIC GARDENS
Execution Date	Execution Date
8 December 2024	8 DEC 2024

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

When this Form should be used:

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

Guidance

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

Signer Authority Guidance:

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

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

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

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

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

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

Abian Botanic Gardens community titles scheme

4. Scheme land

Lot on Plan Description	Title Reference
Common Property on SP264238	51095198
Lots 301-307 on SP264238	51095199 to 51095205
Lots 401-407 on SP264238	51095206 to 51095212
Lots 501-507 on SP264238	51095213 to 51095219
Lots 601-605 on SP264238	51095220 to 51095224
Lots 701-705 on SP264238	51095225 to 51095229
Lots 801-805 on SP264238	51095230 to 51095234
Lots 901-905 on SP264238	51095235 to 51095239
Lots 1001-1005 on SP264238	51095240 to 51095244
Lots 1101-1105 on SP264238	51095245 to 51095249
Lots 1201-1205 on SP264238	51095250 to 51095254
Lots 1301-1305 on SP264238	51095255 to 51095259
Lots 1401-1405 on SP264238	51095260 to 51095264
Lots 1501-1505 on SP264238	51095265 to 51095269
Lots 1601-1604 on SP264238	51095270 to 51095273
Lots 1701-1704 on SP264238	51095274 to 51095277
Lots 1801-1804 on SP264238	51095278 to 51095281
Lots 1901-1904 on SP264238	51095282 to 51095285
Lots 2001-2004 on SP264238	51095286 to 51095289
Lots 2101-2104 on SP264238	51095290 to 51095293
Lots 2201-2204 on SP264238	51095294 to 51095297
Lots 2301-2304 on SP264238	51095298 to 51095301
Lots 2401-2404 on SP264238	51095302 to 51095305
Lots 2501-2504 on SP264238	51095306 to 51095309
Lots 2601-2604 on SP264238	51095310 to 51095313
Lots 2701-2704 on SP264238	51095314 to 51095317
Lot 2801 on SP264238	51095318
Lot 2802 on SP264238	51095319

Abian Botanic Gardens community titles scheme

Lots 3001-3003 on SP264238	51095320 to 51095322
Lots 3101-3103 on SP264238	51095323 to 51095325
Lots 3201-3203 on SP264238	51095326 to 51095328
Lots 3301-3303 on SP264238	51095329 to 51095331
Lots 3401-3403 on SP264238	51095332 to 51095334
Lot 3501 on SP264238	51095335
Lot 3502 on SP264238	51095336
Lot 3601 on SP264238	51095337
Lot 3602 on SP264238	51095338
Lot 3701 on SP264238	51095339
Lot 3702 on SP264238	51095340
Lot 3801 on SP264238	51095341
Lot 3802 on SP264238	51095342
Lot 3901 on SP264238	51095343
Lot 3902 on SP264238	51095344
Lot 4001 on SP264238	51095345
Lot 4002 on SP264238	51095346
Lot 4101 on SP264238	51095347
Lot 4102 on SP264238	51095348

Abian Botanic Gardens community titles scheme

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 301 on SP264238	65	174
Lot 302 on SP264238	64	121
Lot 303 on SP264238	67	236
Lot 304 on SP264238	63	124
Lot 305 on SP264238	63	124
Lot 306 on SP264238	67	231
Lot 307 on SP264238	64	119
Lot 401 on SP264238	65	171
Lot 402 on SP264238	64	123
Lot 403 on SP264238	66	223
Lot 404 on SP264238	63	125
Lot 405 on SP264238	63	125
Lot 406 on SP264238	66	218
Lot 407 on SP264238	64	120
Lot 501 on SP264238	65	169
Lot 502 on SP264238	64	124
Lot 503 on SP264238	66	214
Lot 504 on SP264238	63	126
Lot 505 on SP264238	63	126
Lot 506 on SP264238	66	209
Lot 507 on SP264238	64	121
Lot 601 on SP264238	65	165
Lot 602 on SP264238	68	345
Lot 603 on SP264238	65	215
Lot 604 on SP264238	65	215
Lot 605 on SP264238	68	333
Lot 701 on SP264238	65	166
Lot 702 on SP264238	69	341
Lot 703 on SP264238	65	216
Lot 704 on SP264238	65	216
Lot 705 on SP264238	69	329
Lot 801 on SP264238	65	168
Lot 802 on SP264238	69	340
Lot 803 on SP264238	65	218
Lot 804 on SP264238	65	218
Lot 805 on SP264238	69	328
Lot 901 on SP264238	65	169

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Lot 902 on SP264238	69	344
Lot 903 on SP264238	65	221
Lot 904 on SP264238	65	221
Lot 905 on SP264238	69	331
Lot 1001 on SP264238	65	170
Lot 1002 on SP264238	69	348
Lot 1003 on SP264238	66	225
Lot 1004 on SP264238	65	225
Lot 1005 on SP264238	69	335
Lot 1101 on SP264238	65	171
Lot 1102 on SP264238	69	351
Lot 1103 on SP264238	65	229
Lot 1104 on SP264238	65	229
Lot 1105 on SP264238	69	339
Lot 1201 on SP264238	65	173
Lot 1202 on SP264238	69	355
Lot 1203 on SP264238	65	233
Lot 1204 on SP264238	65	233
Lot 1205 on SP264238	69	343
Lot 1301 on SP264238	65	174
Lot 1302 on SP264238	69	359
Lot 1303 on SP264238	65	236
Lot 1304 on SP264238	65	236
Lot 1305 on SP264238	69	346
Lot 1401 on SP264238	65	175
Lot 1402 on SP264238	69	363
Lot 1403 on SP264238	65	240
Lot 1404 on SP264238	65	240
Lot 1405 on SP264238	69	350
Lot 1501 on SP264238	65	176
Lot 1502 on SP264238	69	366
Lot 1503 on SP264238	65	244
Lot 1504 on SP264238	65	244
Lot 1505 on SP264238	69	354
Lot 1601 on SP264238	65	178
Lot 1602 on SP264238	69	370
Lot 1603 on SP264238	69	521
Lot 1604 on SP264238	69	358
Lot 1701 on SP264238	65	179
Lot 1702 on SP264238	69	374
Lot 1703 on SP264238	69	529
Lot 1704 on SP264238	69	361

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Lot 1801 on SP264238	65	180
Lot 1802 on SP264238	69	378
Lot 1803 on SP264238	69	536
Lot 1804 on SP264238	69	365
Lot 1901 on SP264238	65	181
Lot 1902 on SP264238	69	381
Lot 1903 on SP264238	69	544
Lot 1904 on SP264238	69	369
Lot 2001 on SP264238	65	183
Lot 2002 on SP264238	69	385
Lot 2003 on SP264238	69	551
Lot 2004 on SP264238	69	373
Lot 2101 on SP264238	65	184
Lot 2102 on SP264238	69	389
Lot 2103 on SP264238	69	559
Lot 2104 on SP264238	69	376
Lot 2201 on SP264238	65	185
Lot 2202 on SP264238	69	393
Lot 2203 on SP264238	69	566
Lot 2204 on SP264238	69	380
Lot 2301 on SP264238	65	186
Lot 2302 on SP264238	69	396
Lot 2303 on SP264238	69	574
Lot 2304 on SP264238	69	384
Lot 2401 on SP264238	65	188
Lot 2402 on SP264238	69	400
Lot 2403 on SP264238	69	581
Lot 2404 on SP264238	69	388
Lot 2501 on SP264238	65	189
Lot 2502 on SP264238	69	404
Lot 2503 on SP264238	69	589
Lot 2504 on SP264238	69	391
Lot 2601 on SP264238	65	190
Lot 2602 on SP264238	69	408
Lot 2603 on SP264238	69	596
Lot 2604 on SP264238	69	395
Lot 2701 on SP264238	65	191
Lot 2702 on SP264238	69	411
Lot 2703 on SP264238	69	604
Lot 2704 on SP264238	69	399
Lot 2801 on SP264238	80	1063
Lot 2802 on SP264238	80	1013

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Lot 3001 on SP264238	69	526
Lot 3002 on SP264238	69	606
Lot 3003 on SP264238	69	465
Lot 3101 on SP264238	69	533
Lot 3102 on SP264238	69	608
Lot 3103 on SP264238	69	466
Lot 3201 on SP264238	69	539
Lot 3202 on SP264238	69	609
Lot 3203 on SP264238	69	521
Lot 3301 on SP264238	69	545
Lot 3302 on SP264238	69	610
Lot 3303 on SP264238	69	522
Lot 3401 on SP264238	69	551
Lot 3402 on SP264238	69	611
Lot 3403 on SP264238	69	524
Lot 3501 on SP264238	74	850
Lot 3502 on SP264238	74	800
Lot 3601 on SP264238	74	858
Lot 3602 on SP264238	74	808
Lot 3701 on SP264238	74	865
Lot 3702 on SP264238	74	815
Lot 3801 on SP264238	74	873
Lot 3802 on SP264238	74	823
Lot 3901 on SP264238	74	880
Lot 3902 on SP264238	74	830
Lot 4001 on SP264238	74	1000
Lot 4002 on SP264238	74	975
Lot 4101 on SP264238	74	1025
Lot 4102 on SP264238	74	988
TOTALS	10179	57378

1. Principles for Deciding the Contribution Schedule Lot Entitlements

As required by Chapter 2 of the *Body Corporate and Community Management Act 1997 (Qld)*, the Contribution Schedule Lot Entitlements (CSLE) have been calculated using the Relativity Principle.

1.1 Explanation for why the Contribution Schedule Lot Entitlements for each Lot are not equal (pursuant to Chapter 2 of the *Body Corporate and Community Management Act 1997 (Qld)*)

The CSLEs for the Scheme are not equal. The CSLE for each residential Lot varies between a minimum of 63 and a maximum of 74. The difference in CSLEs recognises that the nature, features and characteristics of the Lots result in a differential burden on the costs of the Body Corporate for repair and maintenance of the Common Property; however do not impact on how much each Lot should contribute to certain Body Corporate

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costs such as secretarial fees, audit fees, printing, postage and outlays. When allocating the CSLE each of the factors stated below impacts on the allocation in the following ways:

1.2 Structure of the Scheme

Abian Botanic Gardens Community Titles Scheme is part of a Building Management Statement but despite this it is considered that this factor does not contribute to any differences in the CSLEs.

1.3 Nature, Features and Characteristics of the lots in the Scheme

The Body Corporate has been created by a Building Format Plan and is responsible for the repair and maintenance of Common Property within its Scheme. This includes the common foyers, utility infrastructure and utility services, external walls, building structure, certain windows of the buildings and roofs.

In allocating the CSLEs, the following features or characteristics of Lots in the Scheme increase the burden the Lot places on the Body Corporate expenditure for the maintenance, cleaning and repair of the Common Property:

- (a) **Support and Shelter Costs:** The purpose of the structure of the building is to provide support and structure to the building. Support and shelter costs include maintaining the superstructure of the buildings; external building maintenance, cleaning and painting; balustrade maintenance and replacement; and building protection costs. These costs have been apportioned by the size of each Lot (area).
- (b) **Accommodation Costs:** Not all Lots are expected to have the same number of occupants. Larger Lots that can cater for a greater number of occupants have the potential to place a greater burden on the maintenance of some Common Property and certain costs have been apportioned based on the potential population of each Lot.

2. Principles for Deciding the Interest Schedule Lot Entitlement

As required by Chapter 2 of the *Body Corporate and Community Management Act 1997 (Qld)*, the Interest Schedule Lot Entitlements (ISLE) for the Scheme have been calculated using the Market Value Principle. That is, the ISLE reflects the respective market values of each Lot in the Scheme at a point of time relative to all other Lots within the Scheme.

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SCHEDULE B	EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND
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Not applicable

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SCHEDULE C BY-LAWS

1. Definitions and Interpretation

1.1 Definitions

In this CMS:

Approved Storage Device means an appropriate storage device for use in car park areas and approved by the Committee.

BCCMA means the Body Corporate and Community Management Act 1997.

BCCM Regulations means the Regulation Module for the BCCMA set out in Item 2 of this document.

Bicycle means all bicycles including, but not limited to, push bikes, electric bikes and E-Bikes.

BMS means the BMS which burdens the Scheme Land.

Body Corporate means the body corporate for the Scheme.

Building means any building or improvement on Scheme Land.

By-law means these By-laws or any part of them.

Caretaker means the person appointed as the Body Corporate's service contractor to, amongst other things, maintain and repair the Common Property under an agreement with the Body Corporate.

Charging Device means the charging device including any associated cables, meters or other equipment.

CMS means this Community Management Statement.

Committee means the committee (as defined in the BCCMA) of the Body Corporate.

Common Property means the common property for the Scheme.

Concierge means the person or their employee or agent appointed from time to time as the 'Concierge' for the Scheme Land.

Electric Vehicle means a vehicle that uses an electric motor and runs in whole or in part on battery power and includes, without limitation, cars, vans, E-bikes, E-Scooters and plug-in hybrid vehicles.

Garbage means any garbage or refuse, and includes any items that are recyclable.

Invitee means a person invited by an Owner or Occupier onto their Lot or Common Property on a short-term basis.

Law means:

- (a) any statute, regulation or subordinate legislation of the Commonwealth of Australia, the State of Queensland or local or other government in force in the State of Queensland;
- (b) the common law and principles of equity as applied from time to time in the State of Queensland; and
- (c) any code, ruling, guideline, policy or other instrument that is legally binding on the persons to which it applies.

Lot means any lot in the Scheme.

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Concierge means the person appointed as the 'Concierge' under the 'Concierge Agreement' entered, or to be entered, into by the person and the Body Corporate for the provision of concierge and management services to the Body Corporate.

Occupation Authority means a written authority from the Body Corporate given to the Caretaker or the Concierge to occupy part of the Common Property in accordance with the BCCM Regulations.

Occupier has the meaning given in the BCCMA.

Original Owner has the meaning given in the BCCMA.

Owner has the meaning given in the BCCMA.

Pool Area means the swimming pool area and spa area.

Recreation Facilities means the Pool Area, gym, treatment area and meeting room.

Secretary means the secretary of the Body Corporate appointed under the BCCMA.

Scheme means the Abian Botanic Gardens Community Titles Scheme.

Scheme Land means the Lots and Common Property and includes any combination of them.

1.2 Interpretation

In this document:

- (a) headings are for convenience only and do not affect interpretation;

and unless the context indicates a contrary intention:

- (b) an obligation or a liability assumed by, or a right conferred on, 2 or more persons binds or benefits them jointly and severally;
- (c) "person" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (d) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation;
- (e) a reference to a document (including this document) is to that document as varied, novated, ratified or replaced from time to time;
- (f) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (g) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (h) a reference to a party, By-law, schedule, exhibit, attachment or annexure is a reference to a party, By-law, schedule, exhibit, attachment or annexure to or of this document, and a reference to this document includes all schedules, exhibits, attachments and annexures to it;
- (i) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning; and
- (j) "includes" in any form is not a word of limitation.

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2. Use of Lots

2.1 An Owner or Occupier must only use a Lot:

- (a) for residential purposes; or
- (b) for a home-based business, in accordance with all Laws and these By-laws.

2.2 An Owner or Occupier must not use a Lot for home-based business purposes, unless they:

- (a) conduct the home-based business entirely within the Lot;
- (b) comply with the requirements of any Authority in relation to the running of the home-based business, including any permits or insurances;
- (c) not unreasonably interfere with the amenity of the Owners or Occupiers; and
- (d) obey the reasonable directions and requirements of the Body Corporate in relation to such use.

2.3 An Owner or Occupier must not use their Lot or permit their Lot to be used for:

- (a) any illegal or immoral purposes or any purpose inconsistent with community standards; or
- (b) any purpose which may interfere with the peaceful enjoyment of a person lawfully on another Lot or the Common Property; or
- (c) any purpose that may cause a nuisance or hazard or that may endanger the safety or good reputation of another Owner or Occupier.

2.4 An Occupier must not, without the Body Corporate's written consent, use or store any chemicals, burning fluids, acetylene gas or alcohol in the Lot or on Common Property, other than:

- (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes;
- (b) any chemical, liquid gas or other material in a fuel tank of a motor vehicle or other engine; or
- (c) as otherwise permitted by a By-law.

2.5 Notwithstanding By-law 2 an Occupier must not in any other way cause a risk of fire or explosion on the Scheme Land or take any action or omit to take any action which results in the increase in the cost of fire insurance or the breach of any Law.

2.6 An Owner must ensure that any lease of their Lot complies with the City Plan of the Brisbane City Council and any licences and approvals required. This includes, without limitation, any Brisbane City Council licences, approvals and requirements in respect to short-term rentals.

3. Appearance/Alterations

3.1 Alterations and Improvements

An Occupier must not:

- (a) install, construct, erect or affix anything on the balcony of its Lot or the terrace areas allocated to its Lot; or
- (b) make a change to the external appearance of a Lot, including:
 - (i) installing external wireless and television aerials; or

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- (ii) structural alterations to or permanently enclose, cover or partially cover a balcony, veranda, terrace or court yard of a Lot.

3.2 Appearance

- (a) A person must not hang any washing, towel, bedding, clothing or other item or display any sign, advertisement, placard, banner, pamphlet or similar article or notice on any part of a Lot so that it is visible from outside the Lot or the Common Property or outside of the Scheme Land.
- (b) The external appearance of blinds, curtains and other window treatments visible from outside the Lot must be of a dark shade and must otherwise conform to the standards specified, or otherwise be approved, by the Committee.
- (c) Occupiers must keep any windows visible from outside their Lot clean and, if broken or cracked, promptly replaced with fresh glass of the same kind, colour and weight as that of the glass before it was damaged.
- (d) If an Occupier fails to comply with By-law 3.2(c), then the Body Corporate, and persons authorised by it, may enter upon the Lot to carry out such responsibilities. The Occupier will be liable for the costs incurred by the Body Corporate and must be paid by the Occupier on demand.
- (e) If a plant is visible from outside a Lot then the plant must be kept in good condition and appropriately pruned and dead plants must be removed promptly.

3.3 Maintenance of Lots

- (a) Lots must be kept clean, maintained in good order and condition and kept free of rubbish and vermin.
- (b) All Occupiers must carry out repairs to Lots in a prompt and workmanlike manner.
- (c) Garbage may only be disposed in the areas on each level designated for Garbage disposal and otherwise in the manner directed by the Body Corporate from time to time.
- (d) An Occupier must not throw, allow to fall or permit to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substances out of the windows or doors or down the staircase, from balconies, from the roof or in passageways of the Scheme.
- (e) If an Occupier breaches By-law 3.3(d), the Occupier will bear the cost of any damage, cleaning or repair caused by the breach.

4. Conduct of Occupiers

4.1 Behaviour

All Occupiers using the Common Property must at all times:

- (a) behave in a proper and orderly way;
- (b) exercise caution and behave in a manner that is not likely to interfere with the use and enjoyment of the Common Property by other persons; and
- (c) show proper regard to the rights of others to peaceably enjoy the Common Property and neighbouring areas.

4.2 Nuisance

No Occupier on the Common Property or within their Lot may:

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- (a) carry on any noxious, unlawful, or offensive trade or activity, including any activity which may damage the reputation of the Body Corporate or the Scheme; or
- (b) do anything else which may be or become an annoyance or nuisance to the neighbourhood.

4.3 Noise

- (a) An Occupier must not:
 - (i) create any noise likely to interfere with the peaceful enjoyment of another Lot or any person lawfully using the Common Property; or
 - (ii) hold or permit to be held a social gathering which would cause any noise which unlawfully interferes with the peaceful enjoyment of a Lot or any person lawfully using the Common Property.
- (b) In the event of unavoidable noise in a Lot, an Occupier must take all practical steps to minimise annoyance to other Occupiers by closing all doors, windows and curtains of their Lot. The Occupier must also request any steps within their power for the same purpose.

4.4 Smoking

An Occupier, or Invitee must not engage in or allow:

- (a) smoking, or the use of any vaping or e-cigarette products, in any areas of the Common Property; and
- (b) smoking, or the use of any vaping or e-cigarette products, on any balconies or within a Lot in such a way that is likely to create a health hazard or to interfere with the peaceful enjoyment of any person lawfully on another Lot or using the Common Property.

4.5 Security of Lots

Windows and external doors in Lots must be locked when nobody is in the Lot. The Committee reserves the right to enter and fasten an Occupier's windows or external doors if they are left insecurely fastened.

5. Use Of Common Property

5.1 Generally

- (a) An Occupier must not obstruct lawful use of the Common Property by any person.
- (b) An Occupier must not use the Common Property for its own purposes unless the use of the Common Property is permitted under these By-laws or any lease, agreement, or arrangement with the Body Corporate.
- (c) An Occupier may not erect any sign on Common Property except with prior Body Corporate approval and then only on such terms as it determines.
- (d) Skateboards, skates, roller blades or similar recreational devices may not be used anywhere on the Common Property.

5.2 Rubbish

An Occupier using the Common Property must:

- (a) deposit all Garbage in receptacles provided on the Common Property;

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- (b) not deposit in those receptacles Garbage or other rubbish from other sources; and
- (c) not deposit any rubbish, dust or other material likely to interfere with the peaceful enjoyment of any person lawfully using the Common Property.

5.3 Drainage

No Occupier may do or to the extent it is within their control, permit anything that obstructs the flow of surface and/or sub-surface drainage onto, across or from the Common Property.

5.4 Common Property Structures

An Occupier must not -

- (a) alter;
- (b) paint or otherwise mark;
- (c) drive nails, screws or anything else into; or
- (d) otherwise damage or deface,

any structure or fixture (including any irrigation equipment or piping, landscaping, lighting and paved areas) forming part of the Common Property except with prior Body Corporate approval.

5.5 Gardens

- (a) An Occupier must not:
 - (i) damage any lawn or garden;
 - (ii) damage or remove any plant or part of a plant; or
 - (iii) interfere with the operation of irrigation,on Common Property.
- (b) Occupiers must take all reasonable steps to preserve the natural fauna within the Common Property.

5.6 Committee may restrict access

- (a) Any areas of the Common Property used for:
 - (i) electrical substations, switchrooms, or control panels;
 - (ii) fire service control panels;
 - (iii) telephone exchanges; and
 - (iv) other services to the Lots and Common Property (or either of them),may be kept locked by the Committee (or its appointed representative) unless otherwise required by Law. Persons may not enter or open such locked areas without the prior consent of the Committee.
- (b) The Committee may use appropriate areas of the Common Property to store plant and equipment used for the performance of the Body Corporate's duties in respect of the Common Property. Any such areas may be locked and access is prohibited without the prior consent of the Committee.

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5.7 Access Devices

- (a) The Caretaker will manage the allocation of:
 - (i) Building access fobs or other electronic items which allow access to the Building (**Building Access Device**); and
 - (ii) Building keys which allow access to any Common Property door or lock (**Building Access Key**) together called **Access Devices**.
- (b) The Caretaker shall not issue an Access Device for any Lot which exceeds the maximum allocation, calculated as $(B + 3)$ where B represents the number of bedrooms in the Lot, unless a further allowance has been approved by the Body Corporate.
- (c) Only Access Devices which are issued by the Caretaker on behalf of the Body Corporate may be used. The Caretaker is empowered to deactivate or cancel without notice any unauthorized Access Device, including any Access Device provided by any person other than the Body Corporate or Caretaker.
- (d) The Body Corporate shall impose a non-refundable service fee for the provision of new or replacement Access Devices. The fee does not have the effect of transferring ownership of the Access Device to the Owner or Occupier.
- (e) An Owner may only provide an Access Device to a third party (including a tenant, invitee, contractor, agent or guest) if it first provides to the Caretaker the full name, contact phone number, residential address and email address, a copy of the tenancy or occupancy agreement and acceptable identification of the third party to the Caretaker's reasonable satisfaction.
- (f) The Caretaker may conduct an audit of Access Devices from time to time which shall involve:
 - (i) Requiring any person having an Access Device to report to the Caretaker personally and present the person's Access Devices for inspection
 - (ii) Requiring any person having an Access Device to present acceptable identification
 - (iii) Requiring any person having an Access Device to advise up to date contact information
 - (iv) If after 30 days notice of the audit requirement an Access Device for a particular Lot is not presented in the way required by the audit, the Caretaker is authorised to impound, deactivate or cancel the Access Device,
- (g) Access Devices must not be left on Common Property, any mail box, or in an unsecured area including without limitation a public space such as Council land, in another property, within a lockbox whether for collection by third parties or otherwise. Owners and Occupiers must ensure that their agents comply with this by-law. The Caretaker is authorised to impound such Access Devices without notice.
- (h) An Owner, Occupier or other person who is issued with an Access Device must immediately notify the Caretaker if the Access Device is lost or misplaced. Any costs regarding the replacement of the Access Device will be borne by the Owner of the relevant Lot.
- (i) The Caretaker has the right to cancel or suspend the use of any Access Devices allocated to an Owner or Occupier where the obligations of this By-law are not adhered to by the Owner or Occupier of the relevant Lot.
- (j) Should a person gain access to the Scheme as a consequence of an Owner or Occupier breaching this by-law the Owner or Occupier in breach is responsible for any damage caused by that person and for any costs and expenses incurred by the Body Corporate in relation to such damage and or in re-securing the Scheme.

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6. VEHICLES AND BICYCLES

6.1 Vehicles

- (a) An Owner or Occupier must not park or stand any motor vehicle in the Common Property other than:
 - (i) in a designated parking area in accordance with these By-laws;
 - (ii) under By-law 31; or
 - (iii) with the consent of the Body Corporate.
- (b) An Owner or Occupier must not park or stand any motor vehicle on any part of the Common Property designated as visitor parking areas.
- (c) An Owner or Occupier may permit an invitee to park on Common property subject to the following conditions:
 - (i) Only invitees may park in the areas specifically designated for short-term visitor parking;
 - (ii) Invitees are only permitted to park in the designated area when they are visiting an Owner or Occupier at the Scheme;
 - (iii) Upon arrival, Invitees must register details of their vehicle with Concierge, including car registration, Lot being visited, contact details and estimated time of departure;
 - (iv) The Body Corporate may make, at its discretion, any additional rules in relation to visitor parking that are not inconsistent with these By-laws; and
 - (v) The Owner or Occupier who has permitted the Invitee to bring their vehicle onto the Common Property is responsible for ensuring these conditions are complied with and will be in breach By-laws if these conditions are not complied with.
- (d) Acting reasonably, the Committee acting on behalf of the Body corporate may (to the extent permitted by the BCCMA and at law generally) by majority authority remove, by towing or other means, any vehicle parked in contravention of any By-laws.
- (e) An Owner or Occupier must not wash a motor vehicle on Common Property except:
 - (i) in an area designated from time to time by the Committee; and
 - (ii) in accordance with directions prescribed for that purpose by the Committee.

6.2 BICYLCES

- (a) All Bicycles (whether owned by an Owner, Occupier or Invitee) must only be stored within a Lot or in any part of the Common Property designated by the Body Corporate for bicycle storage.
- (b) All Bicycles stored in the bicycle storage area must be tagged with the owner's name and unit number. A tag is not required if this is being stored in your exclusive use area.
- (c) Owners and Occupiers are responsible for the prevention of theft to their or their Invitees' Bicycles while stored on the Scheme.
- (d) The Committee acting on behalf of the Body Corporate is entitled to remove and dispose of any Bicycle not stored in accordance with these By-laws or otherwise abandoned on Common Property.

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7. Use Of Facilities

- (a) All facilities in Lots and the Common Property must be used properly and not for any purpose for which they were not designed.
- (b) An Occupier or Occupier must:
 - (i) turn off taps after use;
 - (ii) turn off hot water systems if a Lot will be unoccupied for a significant period; and
 - (iii) pay for any damage to other Lots or the Common Property caused by the improper use of plumbing in the Lot.

8. Rules for Use of Common Property and Recreation Facilities

8.1 Common Property Rules

- (a) The Committee may make rules relating to the Common Property and the use of Recreation Facilities and other facilities, provided the rules are not inconsistent with these By-laws.
- (b) Occupiers must observe any rules made by the Committee unless and until the rules are revoked by a majority resolution at a general meeting of the Body Corporate.

8.2 Use of Recreation Facilities

- (a) Subject to the rules and restrictions imposed in this By-law 8, each Occupier has the right to use the Recreation Facilities.
- (b) When using the Recreation Facilities, Occupiers and their invitees must:
 - (i) ensure that any invitees are accompanied by the Occupier;
 - (ii) be suitably attired;
 - (iii) comply with any rules (including signage) made from time to time by the Committee;
 - (iv) not adjust or interfere with the operation of any equipment associated with the recreation areas, unless the Occupier has proper authority from the Committee;
 - (v) not use the recreation areas between 10.00 pm and 6.00 am or such other hours as agreed to by the Committee; and
 - (vi) use any plant and equipment in accordance with directions and instructions given by the Committee or Caretaker.

8.3 Pool Area

When using the swimming pool and spa area on the Recreation Facilities, Occupiers and their invitees must:

- (a) ensure that children under the age of 16 are supervised by an Occupier over the age of 18;
- (b) not bring or consume alcohol in or around the pool; and
- (c) must not bring food, glass, breakable items and pets into the Pool Area.

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8.4 Reserved Areas

- (a) Part of the Recreation Facilities are subject to an Occupation Authority and the Concierge has the right to operate a reservation system (**Reserved Areas**).
- (b) In order to use the Reserved Areas, an Occupier must book the Reserved Area through the Reserved Area reservation system maintained by the Concierge.

9. Invitees and Guests

- (a) An Occupier must take reasonable steps to ensure that the Occupier's invitees do not behave in a way likely to interfere with the peaceful enjoyment of another Lot or someone else's peaceful enjoyment of the Common Property.
- (b) Occupiers must:
 - (i) ensure its servants, employees, agents, children, invitees, and guests comply with the duties and obligations imposed by these By-laws; and
 - (ii) if any of its servants, employees, agents, children, invitees, or guests fail to comply, promptly cause those persons to leave the Scheme Land.
- (c) An Occupier must compensate the Body Corporate for damage caused by the Occupier and its invitees and guests to the Common Property or any improvements or other things on the Common Property.
- (d) An Owner must use reasonable endeavours to require any tenant of its Lot (and the tenant's invitees) comply with these By-laws, including taking any appropriate action under the relevant tenancy agreement.

10. KEEPING OF ANIMALS

- (a) Subject to this By-law and the provisions of the BCCMA, an Owner or Occupier must not keep any dog, cat, bird, reptile or any animal of any other kind (collectively referred to in this By-law as "pet") upon their Lot, bring any pet onto Common Property or permit an Invitee to bring a pet onto the Common Property without the written approval of the Body Corporate.
- (b) Any such approval, if given, will apply only to the pet for which the approval is given and no other replacement or substitute or additional pet.
- (c) An Owner or Occupier wishing to bring onto to keep a pet on their Lot must submit a written application to the Body corporate to do so, providing details of the type, size, and age of the pet and a photograph of the pet ("application").
- (d) The Body Corporate may take into consideration the following matters when considering any application:
 - (i) whether the keeping of the pet would contravene a Law;
 - (ii) the unacceptable risk to the health and safety of an Owner or Occupier of a Lot should the application be approved;
 - (iii) whether or not such a risk could be reasonably managed by conditions imposed on the keeping of the pet;
 - (iv) the likely ability of the pet to reside on Scheme without unreasonable interference with or causing a nuisance to other Occupiers;

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- (v) if the applicant is a tenant, any written approval for the pet provided by the Owner; and
- (vi) any other matter the Body Corporate, acting reasonably, considers relevant.
- (e) Any approval granted by the Body Corporate pursuant to this By-law 10 will be subject to any conditions that the Body Corporate may, in its discretion, impose.
- (f) Any Owner or Occupier found breaching this By-law 10 by keeping a pet on their Lot without the Body Corporate's approval will not be entitled to have the animal on Scheme Land without further written Body Corporate approval.

11. Debts

- (a) An Occupier must pay on demand all the Body Corporate's costs and expenses (including solicitor, or other debt collector, and own client costs) incurred in recovery (including enforcement of recovery action) of contributions levied upon that Occupier by the Body Corporate in accordance with the BCCMA.
- (b) Those costs and expenses constitute a liquidated debt due and owing to the Body Corporate.

12. Ongoing right to construct and market Lots in the Scheme

- (a) This By-law applies for as long as the Original Owner (and any person to whom the Original Owner assigns its rights under this By-law) remains an Owner of any Lot in the Scheme Land.
- (b) Despite By-law 3, the Original Owner, their contractors, agents, and other authorised persons may:
 - (i) place signs and other advertising and display material in and about the Lot, and about the Common Property only if that material is consistent with the general aesthetics and amenity of the Scheme Land;
 - (ii) build, erect or construct any improvements on the Scheme Land; and
 - (iii) use the Common Property or other Lots in the Scheme:
 - A. for entry and exit from any part of the Scheme Land with or without vehicles and equipment (for that purpose any security system which restricts such movement must be adjusted or deactivated, as appropriate during marketing/display unit hours); and
 - B. to store building materials, vehicles, equipment or fill on the Scheme Land.
- (c) The Original Owner may pass over the Common Property (with or without vehicles and equipment) to gain access to and exit from the Scheme Land as it deems appropriate in order to exercise any of its rights under this By-law 12.
- (d) The Original Owner must use reasonable endeavours to prevent undue interference with other Occupiers' enjoyment of their Lots and of the Common Property.
- (e) The Body Corporate and any Occupier will not object to the noise, nuisance or other inconvenience which might arise from the Original Owner exercising its rights under this By-law 12.
- (f) While any construction or building operations are occurring on the Scheme Land, Occupiers and their guests and invitees must comply with the reasonable directions of the Original Owner (and persons authorised by it). In particular, an Occupier must comply with any altered traffic (vehicle and pedestrian) flow directions.

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13. Obstruction

- (a) An Occupier must not obstruct the lawful use of the Common Property by any person, including the Concierge or Caretaker from:
 - (i) performing the duties or exercising the rights of the Concierge or Caretaker (as applicable) under any arrangement it has with the Body Corporate; or
 - (ii) using any part of the Common Property designated by the Body Corporate for use by the Concierge or Caretaker (as applicable).
- (b) An Occupier must not obstruct another person's access to another Lot.

14. Maintenance and Upgrading Of Services

- (a) The Body Corporate is authorised to, from time to time arrange for (including entry into agreements for) the maintenance and upgrading of telecommunications services (excluding TV) providing services to Lots.
- (b) If the relevant Owner does not pay for the upgrade as required to do so, the Body Corporate may (at its election) authorise the disconnection of any or all of the services provided to the Lot.

15. Access over Lots

15.1 Access for maintenance

- (a) The Committee may authorise a person to enter a Lot and remain on that Lot for the purpose of Maintaining anything which can only be reasonably accessed from that Lot. For example, if the windows forming part of the Common Property can only be accessed from a Lot, this By-law 15 allows reasonable access over that Lot.
- (b) The Committee must provide the Occupier a minimum of 7 days notice in writing, of the Committee's intention to access the Occupier's Lot for the purpose mentioned in this By-law.
- (c) In this By-law, "Maintaining" means maintaining, cleaning, repairing, replacing, renewing and doing any similar things.

15.2 Penthouse Lots Access for window cleaning

To remove doubt, and in addition to any other right in clause 15.1, the Committee may, upon giving 7 days written notice to the relevant Occupier, authorise a person to enter and remain (with or without equipment) for a reasonable period of time on a Lot, in particular lots 4101 and 4102 on SP264238, for the purpose of accessing, connecting, and/or operating any rope, pulley, or other mechanical system necessary to allow cleaning of external windows on, or maintenance of, the Building.

The Occupiers of Lots 4101 and 4102 on SP264238 acknowledge that there may be some loss of amenity while these activities are being undertaken.

15.3 Committee to be Permitted to Enter

- (a) Upon 1 days notice in writing the Committee and its servants, agents and contractors are permitted to inspect the interior of any Lot and test the electrical, gas or water installation or equipment therein and to trace and repair any leakage or defect in the said installations or equipment.
- (b) If the leakage or defect mentioned in By-law 15.3(a) is due to any act or default of the Owner or their guests, servants or agents, the Owner will bear the costs of the repairs.

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- (c) The Committee, in exercising this power, must ensure that its servants, agents and employees cause as little inconvenience to the Occupier as is reasonable in the circumstances.

15.4 Meters

If a Lot contains a meter and/or switchboard, an Occupier must make that meter and/or switchboard available for access at all reasonable times by a nominee of the Committee or the relevant body administering the supply of the relevant service to the Lot.

16. Water Apparatus

- (a) The water closets, conveniences and other water apparatus including waste pipes and drains must not be used for any purpose other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance may be deposited therein.
- (b) Any costs or expenses resulting from damage or blockage to such water closets, conveniences and other water apparatus including waste pipes and drains from misuse or negligence will be borne by the Occupier regardless of whether the damage results from the Occupier's own actions or the actions of their household members, servants, agents or guests.

17. Insect Control

The Body Corporate is authorised to enter, by its agents, servants or contractors, onto each Lot (after giving reasonable notice), for the purpose of treating the Scheme Land with the intent of eradicating insects or vermin.

18. Infectious Diseases

In the event of any infectious disease which may require notification under any State regulation or ordinance, the Occupier must:

- (a) give written notice of the disease to the Body Corporate; and
- (b) where necessary, pay expenses of disinfecting the Building and replacing any articles or things the destruction of which may be rendered necessary by the disease.

19. Accidents and Emergencies

- (a) An Occupier must give the Body Corporate prompt notice of any accident to or default in the water pipes, gas pipes, electrical installations or fixtures which comes to their knowledge.
- (b) The Body Corporate may examine the Common Property and make repairs or renovations they deem necessary for the safety and preservation of the Lots and Common Property as often as may be necessary.
- (c) The Body Corporate may make the changes referred to in By-law 19(b) by its agents and servants.

20. Tenants To Have Notice Of By-laws

A copy of these By-laws must be exhibited in a prominent place in any Lot made available for letting.

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21. Concierge's signs

- (a) Subject to By-law 21(b), the Concierge may display signs or notices on the Common Property to advertise any of the services provided, and any of the activities conducted, by the Concierge.
- (b) The Concierge may only display signs or notices if:
 - (i) the Concierge has received prior Committee approval; and
 - (ii) the signs or notices are displayed in an orderly manner so as to not inhibit internal vehicle and pedestrian movements and are otherwise consistent with the amenity and high standard of other improvements on Scheme Land.

22. Floor coverings

22.1 An Occupier must not install or cause to be installed or place, or cause or permit to be installed or replaced, in any Lot any hard flooring material such as timber, tiles, marble or any similar material collectively referred to as "hard flooring") without the prior written approval of the Body corporate. For the avoidance of doubt, no hard flooring works are to commence prior to the Body Corporate's written approval being received by the Owner or Occupier and only then on the terms and conditions (if any) given in respect to that approval.

22.2 The following procedure applies for the approval of the Body Corporate to the installation of any hard flooring in a Lot pursuant to this By-law:

- (a) The Owner or Occupier must submit to the Committee for the Body Corporate a written request for the Body Corporate's approval to the proposed hard flooring works prior to the works commencing ("the application");
- (b) The application must include:
 - (i) plans, specifications and explanatory details showing the extent and nature of the proposed works;
 - (ii) details of the proposed hard flooring material and proposed sound proofing system to be utilised ("the hard flooring system");
 - (iii) documentation demonstrating that the proposed hard flooring system has been tested by an independent third party with relevant expertise and meets the minimum installation and sound proofing standards specified in By-law 22.3(a).
- (c) the Owner or Occupier must provide the Body Corporate with any further details it may request to assist it in considering the application; and
- (d) to the extent permitted by Law and the BCCMA, the Body Corporate may impose conditions on the approval of the proposed hard flooring works.

22.3 Any approval granted by the Body Corporate pursuant to this By-law will, in addition to any other imposed conditions, be subject to the following specific requirements:

(a) Installation to meet Minimum Acoustic Performance Criteria

The Owner or Occupier must demonstrate to the Body Corporate that the installation will meet the following Minimum Acoustic Performance Criteria:

- (i) Sound insulation (L'nT,w) - which is the measure of acoustic performance of the works when completed as used in the Building Code of Australia - must meet the rating of L'nT,w <55db as a minimum in all areas;

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- (ii) Where carpets are installed, they can only be replaced with carpets or hand flooring to a 5 star (existing By-laws) standard;
- (iii) Where hard floors are being replaced with hard floors a test must be done (in each room or part of room) of the existing hard floors and the replacement hard floors must achieve at least an equal standard to the existing.

(b) **Final Certification**

Within 28 days after the completion of the hard flooring works that the Owner or Occupier will provide the body Corporate with a signed copy of the installation contractor's report verified by testing from an independent third party with the relevant expertise confirming that the installed sound proofing system and its installation conform to the sound proofing system supplier's specification and the Minimum Acoustic Performance Criteria as required under this By-law.

- 22.4** Where any hard flooring installation undertaken by an applicant pursuant to this by-law does not meet the conditions of the body Corporate's installation approval, the requirements of this by-law, or the Minimum Acoustic Performance Criteria identified in By-law 22.3(a), the Owner or Occupier of the relevant Lot must, on the written Notice of the Body corporate, within a reasonable time and at its cost cause the removal of the works and / or have additional procedures undertaken in order for the works to comply with the requirements of the approval and this By-law.
- 22.5** If an Owner or Occupier fails to comply with the requirements of this By-law, the Owner or Occupier of the relevant Lot must, on the written Notice of the Body Corporate, within a reasonable time and at its cost cause the removal of the works from the Lot. In such circumstances, responsibility and liability for removal must not cease on transfer on ownership of the Lot and will pass to any subsequent Owner of the Lot.
- 22.6** The Owner or Occupier of a Lot undertaking works pursuant to this by-law is, to the extent provided for in the Act and at Law generally, responsible for the cost of rectification of any damage to Common Property, or any additional cleaning of Common Property, caused as a result of the Works.

23. Fire control

- (a) An Occupier of a Lot must not use or interfere with any fire safety equipment except in the case of an emergency, and must not obstruct any fire stairs or fire escape.
- (b) The Body Corporate or an Occupier must, in respect of the Scheme or the Lot, as appropriate:
 - (i) consult with any relevant authority as to an appropriate fire alarm and fire sprinkler system for the Scheme or the Lot;
 - (ii) ensure the provision of all adequate equipment to prevent fire or the spread of fire in or from the Scheme or the Lot to the satisfaction of all relevant authorities; and
 - (iii) take all reasonable steps to ensure compliance with fire Laws in respect of the Scheme or the Lot.

24. Auction Sales

- (a) A Lot Owner must not permit any auction sale to be conducted or to take place in their Lot without the prior approval in writing of the Committee.
- (b) This By-law does not apply to the Original Owner (and any person to whom the Original Owner assigns its rights under this By-law).

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25. Committee's contractors

25.1 Committee may employ contractors

The Committee may employ for and on behalf of the Body Corporate such contractors, agents and servants as it thinks fit in connection with the exercise and performance of the powers, authorities, duties and functions of the Body Corporate.

25.2 Instructions to Contractors

- (a) An Occupier must not give any instructions to any of the Body Corporate's contractors, agents or servants.
- (b) Any requests by the Occupier in respect of the Body Corporate's contractors, agents or servants are to be submitted in writing to the Caretaker or Body Corporate Secretary.

26. Breaches and Costs

26.1 Breach

- (a) An Occupier in breach of these By-laws (which includes breach of any proper direction given under them) must remedy that breach immediately upon the Occupier becoming aware of it and in any event within 7 days after notice from the Committee requiring the Occupier to do so.
- (b) A drunken or disorderly person found in or upon the Common Property may be summarily ejected and removed from the Scheme Land by a security officer or a member of the police force.

26.2 Costs

- (a) An Occupier must:
 - (i) pay on demand all the costs and expenses (including solicitor and own client costs) incurred by the Body Corporate to enforce a By-law; or
 - (ii) make good any damage incurred by a breach of these By-laws by that Occupier or that Occupier's invitees and guests (including tenants) (including the costs and expenses of recovery or other action).
- (b) Where the Body Corporate expends money or pays any fines (including false alarm fees) ("**Recovery Amount**") to make good damage caused by a breach of the BCCMA or of these By-laws by any Occupier or their guests, servants, employees, children, invitees, licensees or any of them, the Body Corporate may recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the Owner of a Lot.
- (c) Any recovery amount mentioned in this By-law is an amount payable to the Body Corporate in respect of the Lot for the purpose of s 143(3) of the BCCM Regulations.

26.3 Recovery of Legal Costs

- (a) An Owner must pay on demand the whole of the Body Corporate's cost and expenses (including Solicitor and own client costs and any goods and service tax related to the costs and expenses) ("**Amount**") in connection with:
 - (i) recovering levies or monies payable to the Body Corporate pursuant to the BCCMA duly levied upon the Owner by the Body Corporate, or otherwise pursuant to these By-laws; and

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- (ii) all legal or other proceedings concluding in favour of the Body Corporate taken by or against an Occupier.
- (b) The Amount shall be deemed to be a liquidated debt due by the Owner to the Body Corporate.
- (c) If an Owner fails to pay any such costs upon demand, the Body Corporate may:
 - (i) take action for the recovery of those costs in a Court of competent jurisdiction; and/or
 - (ii) enter such costs and expenses against the levy account of the Owner.
- (d) The Amount will be an amount payable to the Body Corporate in respect of the Lot for the purpose of s 143(3) of the BCCM Regulations.
- (e) In this By-law, references to an Owner includes a reference to a mortgagee in possession of any Owner's Lot.

27. Security

- (a) All security equipment (including video surveillance cameras and cabling) installed on Common Property and used in connection with the provision of security for the Scheme remains the property of the Body Corporate.
- (b) The Caretaker is responsible for operating and monitoring the video surveillance system (if any), and has the special right to use parts of the Common Property on which, or in which, there exists any video surveillance equipment, including cameras and cabling.
- (c) In no circumstances may the Body Corporate be responsible to an Occupier for any failure of the security systems on the Scheme to operate in the manner in which they are intended.

28. Bulk supply of electricity or other utility services

- (a) The Body Corporate may supply electricity or other utility services (including hot water supply) for the benefit of the Occupiers and in such case this By-law will apply.
- (b) The Body Corporate may purchase reticulated electricity or other services on the most economical basis for the whole of the Scheme Land from the relevant authority.
- (c) The Body Corporate may sell reticulated electricity or other services to Occupiers. Occupiers are not compelled to buy electricity or other services from the Body Corporate.
- (d) The Body Corporate must arrange for the installation of a separate electricity or other service meter for each Lot.
- (e) The Body Corporate is not required to supply to any Occupier electricity or other service requirements beyond those requirements which the relevant authority could supply at any particular time.
- (f) Insofar as it is lawful, the price to be charged by the Body Corporate to an Occupier for the supply of reticulated electricity or other service will be the total of:
 - (i) The price paid by the Body Corporate for the electricity or other service;
 - (ii) The cost of repair & maintenance of the infrastructure necessary to provide the electricity or other service;

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- (iii) The provision for the future capital expenditure in respect of the infrastructure necessary to provide the electricity or other service;
 - (iv) Any additional cost incurred by the Body Corporate reading meters and issuing accounts and doing other things required for the supply of electricity or other service.
- (g) The Body Corporate may render accounts to an Occupier supplied with electricity or other services under this By-law. The Occupier's accounts are payable to the Body Corporate within 14 days of delivery of such accounts.
- (h) In respect of any account which has been rendered pursuant to these By-laws, the Occupier is liable, jointly and severally with any person who was liable to pay that electricity or other service account when that Occupier became the Occupier of that Lot.
- (i) In the event that a proper account for the supply of reticulated electricity or other service is not paid by its due date for payment, then the Body Corporate is entitled to:
 - (i) Recover that amount of the unpaid account or accounts (whether or not a formal demand has been made) from the Occupier of the Lot in any court of competent jurisdiction;
 - (ii) Recover that amount of the unpaid account or accounts (whether or not a formal demand has been made) from the Owner of the Lot in any court of competent jurisdiction, including in circumstances where the Owner of the Lot was not the Occupier of the lot when the account was rendered;
 - (iii) Recover any amount recoverable from the Owner of a Lot as a body corporate debt;
 - (iv) Disconnect the supply of reticulated electricity or other service to the relevant Lot.
- (j) The Body Corporate is not, under any circumstances whatsoever, responsible or liable for any failure of the supply of electricity or other service due to breakdowns, repairs, maintenance, strikes, accidents or causes of any class or description.
- (k) The Body Corporate may, from time to time, determine a security deposit to be paid by each Occupier who is entitled to the supply of reticulated electricity or other service.
- (l) In this By-law, references to the Body Corporate include any person engaged by the Body Corporate to supply the services.

29. Exclusive use

29.1 Grant of exclusive use

- (a) An Occupier of a Lot has the exclusive use of that part of the Common Property identified next to that Occupier's Lot as set out in Schedule E to this CMS ("**Exclusive Use Area**").
- (b) Each Exclusive Use Area may only be used for the purpose, and on the conditions, set out in this By-law 29.

29.2 Car parks and storage

- (a) If the 'Purpose' (as identified in Schedule E to this CMS) of the Exclusive Use Area is 'Car parking and storage', then this By-law 29.2 will apply to the use of that area.
- (b) The following conditions apply to the use of the Exclusive Use Area:
 - (i) the Occupier must use the area for parking motor vehicles (including motor bikes) and for storing items in an Approved Storage Device;

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- (ii) the Owner and Occupier are jointly and severally liable to keep the relevant Exclusive Use Area clean and tidy;
- (iii) without limiting By-law 29.2(b)(ii), the Owners and Occupiers are jointly and severally liable to pay for the cost of any repairs to, or cleaning of, the Exclusive Use Area required to be carried out as a result of the Occupier's use of the area (for example oil stains or chemical spills); and
- (iv) an Occupier may install an Approved Storage Device on the Exclusive Use Area provided the Occupier:
 - A. first obtains the consent of the Committee;
 - B. maintain and keep in good repair any Approved Storage Device; and
 - C. complies with all Laws and any applicable rules of the Committee.
- (c) Despite anything else in this By-law 29.2, an Occupier may not store items in the Exclusive Use Area other than within an Approved Storage Device.

29.3 Storage

- (a) If the 'Purpose' (as identified in Schedule E to this CMS) of the Exclusive Use Area is 'Storage', then this By-law 29.3 will apply to the use of that area.
- (b) The following conditions apply to the use of the Exclusive Use Area:
 - (i) the Occupier must only use the Exclusive Use Area for storage purposes and may not use the area to park motor vehicles (including motor bikes);
 - (ii) the Owner and Occupier are jointly and severally liable for:
 - A. keeping the Exclusive Use Area clean and tidy; and
 - B. maintaining any doors or security gates on the Exclusive Use Area; and
 - (iii) without limiting 29.3(b)(ii), the Owner and Occupier are jointly and severally liable to pay for the cost of any repairs, cleaning of, or maintenance to, the Exclusive Use Area required to be carried out as a result of the Occupier's use of the area.

29.4 Allocation of exclusive use area

- (a) The Original Owner is authorised to allocate part of the Common Property for the exclusive use of Occupiers of Lots specified in a written notice to the Body Corporate ("**Allocation Notice**").
- (b) The Allocation Notice must identify the area of the Common Property subject to the exclusive use and nominate one of the following purposes of use:
 - (i) car parking and storage; or
 - (ii) storage.
- (c) When the allocations are made they will be identified in Schedule E to this CMS and if the purpose is:
 - (i) car parking and storage, By-law 29.2 will apply to the exclusive use of the area; or
 - (ii) storage, By-law 29.3 will apply to the exclusive use of the area.

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29.5 General

- (a) An Occupier may not lease or licence its rights to another person in respect of an Exclusive Use Area.
- (b) Except as expressly provided in By-laws 29.2(b)(ii), 29.2(b)(iii), 29.2(b)(iv), 29.3(b)(ii), and 29.3(b)(iii), the Body Corporate must carry out its duties in respect of the Exclusive Use Area.
- (c) The Owner and Occupier must allow the Body Corporate, Committee, and any of their agents, access to the Exclusive Use Area at reasonable times to carry out any proper purpose.
- (d) If the Occupier does not carry out their responsibilities in accordance with this By-law 29, then the Body Corporate, and persons authorised by it, may enter upon the Exclusive Use Area to carry out the Occupier's responsibilities.
- (e) The Occupier will then be liable for the costs incurred by the Body Corporate in that regard. Such costs must be paid by the Occupier on the Body Corporate's demand.

30. BMS

The Occupiers:

- (a) are bound by the obligations of the Body Corporate as an owner of the 'Residential Lot' under the BMS, and must comply with and not cause a breach of those obligations; and
- (b) can exercise the rights of access and use of the Body Corporate as an owner of the 'Residential Lot' under the BMS.

31. Flood Emergency Management and Evacuation Plan

- (a) Each Occupier must comply with the Flood Emergency Management and Evacuation Plan (**Flood Plan**) as if it was set out in full in this CMS, copies of which will be made available:
 - (i) from the Concierge,
 - (ii) Caretaker; or
 - (iii) at the office of the body corporate manager for the Scheme.
- (b) Each lease or rental agreement of a Lot must also include a requirement on the tenant to comply with the Flood Plan.

32. Owner taken to be occupier

- (a) The Owner of a Lot is taken to be the Occupier of the Lot if the Owner of the Lot does not give a notice of a leasehold interest in the Lot to the Body Corporate pursuant to section 191 of the BCCM Regulation.

33. Owner's obligations in respect of lessee Occupiers

An Owner of a Lot who is not the Occupier of the Lot (for example if the Occupier is a lessee, tenant, guest or relative of the Owner) must:

- (a) If the Occupier is a lessee or tenant of the Owner, enforce or cause its agent to enforce the terms of the lease or tenancy agreement to the maximum extent possible, including specifically:

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- (i) Where the Committee notifies the Owner of a breach of the body corporate by-laws by the Occupier, or a breach of the terms of the tenancy agreement, the Owner must issue or cause to be issued a notice to remedy breach or equivalent notice of breach under the Residential Tenancies and Rooming Accommodation Act 2008 (or any subsequent, amended or replacement legislation), and provide a copy of the notice to the Committee;
 - (ii) If a breach of the by-laws or the tenancy agreement continues, the Owner must issue a notice to leave for unremedied breach or equivalent notice of breach under the Residential Tenancies and Rooming Accommodation Act 2008 (or any subsequent, amended or replacement legislation) and effect the removal of the Occupier from the Lot.
- (b) If the Occupier is a guest or relative of the Owner, upon request by the Committee provide the full legal name, residential and mailing address, and contact details of each Occupier to the Committee within 5 days.

34. Unaccompanied service providers

- (a) For this by-law *Unaccompanied service provider* is any person who attends the building or a particular lot to provide a service, where the person is not known personally to the Occupier, and where the person is not accompanied by either the Concierge, or the Occupier.

This commonly includes:

- (i) Uber Eats or similar 'at your door' delivery services
- (ii) Couriers
- (iii) Tradespeople

Unaccompanied service provider does not include:

- (iv) Bona-fide visitors or guests who are known personally to occupiers
- (v) Long-term service providers who are known personally to the occupier (e.g. weekly home-cleaning contractors)

- (b) Occupiers must not use the intercom system to grant access to unoccupied service providers.

- (c) Occupiers must:

- (i) For deliveries:

- A. instruct the service provider to wait outside the building entrance, and meet the service provider at the building entrance to take delivery; OR
- B. instruct the service provider to attend the Concierge entrance and leave the delivery with concierge.

- (ii) For service providers attending the lot:

- A. instruct the service provider to wait outside the building entrance, meet the service provider at the building entrance, and accompany the service provider to the lot. Following the visit, accompany the service provider to the ground level and observe them exit the building.

- (d) Occupiers who may have mobility issues or are otherwise unable to comply with this rule may make personal arrangement with the Concierge.

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35. Electric vehicle charging

35.1 An Owner or Occupier must not, without the Body Corporate Committee's prior written approval:

- (a) charge an Electric Vehicle from any power source on the Scheme Land; or
- (b) install a Charging Device.

35.2 The following procedure applies to an application for the approval of the Body Corporate to the Charging Device of a charging device pursuant to this By-law:

- (a) The Owner or Occupier must submit to the committee for the Body Corporate a written request for the Body Corporate's approval to the proposed charging device ("EV Charger Application")
- (b) The EV Charger Application must include:
 - (i) plans, specifications and explanatory details of the Charging Device;
 - (ii) documentation evidencing insurance in respect to the charging device, including (without limitation) coverage for damage to the property of the Body Corporate or any person or third party or injury to or the death of any person as a result of the Charging Device, its utilisation, installation or operation; and
 - (iii) any other details the Body Corporate may request to assist it in considering the EV Charger Application.

35.3 The Body Corporate Committee may grant approval to an Owner to install a Charging Device within an exclusive use carpark allocated to the Lot, subject to such terms and conditions as the Body Corporate Committee considers appropriate. This includes without limitation and subject to any additions or amendments deemed appropriate in respect to each approval:

- (a) the maximum capacity provided to the Charging Device must be single-phase, 240 volts and 16 Amps;
- (b) the Charging Device must be carried out by properly qualified and licensed tradespersons;
- (c) the Charging Device must be installed to comply with any relevant Australian Standard, building code or applicable Law;
- (d) the Charging Device must not interfere with any existing building systems or infrastructure;
- (e) power to supply the Charging Device must be run using existing ducting and cable trays. Where no existing ducting or cable tray exists, the cables must be concealed in a duct which is professionally and neatly installed;
- (f) the power to the Charging Device must be individually metered to the Lot, either by:
 - (i) integration with the existing metered power supply to the Lot; or
 - (ii) installation of a new electricity meter. If a new sub-meter is installed it must be a National Measurement Institute (NMI) complaint meter, or alternatively it must be a sub-meter capable of being read by existing building management computer;
- (g) any additional ongoing meter-reading or other administrative costs related to the metering of the power to the Lot must be met by the Lot Owner;

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- (h) if the power is to be measured via a sub-meter, the tariff will be set by the Body Corporate with reference to the Body Corporate's tariff, subject to ongoing review and change;
- (i) the Lot Owner is responsible for the ongoing maintenance, repair, renewal and insurance of the improvement;
- (j) any certificates or other approval documents relating to this work (e.g. fire penetration certificate) must be promptly arranged by the Lot Owner and a copy provided to the Committee within 14 days after the document is issued, and no later than 60 days after the work is completed;
- (k) all work must be completed to a high professional standard, and the Committee reserves the right to direct the Lot Owner to improve the standard of the work if the standard is not commensurate with the general building standard; and
- (l) if the Body Corporate reasonably requires the Charging Device be removed or relocated in order for the body Corporate to carry out any of its statutory functions (e.g. maintain the Common Property), the cost of the removal and reinstatement of the Charging Device must be met by the Lot Owner.

35.4 Upon installation the Owner or Occupier must:

- (a) provide the Body Corporate with documentation demonstrating that the Charging device has been tested by an independent third party with relevant expertise and is compliant at least with the minimum installation and operational standards required by the manufacturer or any Law; and
- (b) ensure that all Charging devices are maintained and used in accordance with any Law and the manufacturer's specifications and recommendations (as may be made or modified from time to time).

35.5 All costs of an incidental to the installation, maintenance, supply, certification, testing and approval of the Charging Device must be met by the Lot Owner;

35.6 The Owner or Occupier of a Lot undertaking works pursuant to this By-law is, to the extent provided for in the Act and at a Law generally, responsible for the cost of rectification of any damage to Common Property, or any additional cleaning of Common Property, caused as a result of the works, the Electric Vehicle or the Charging Device.

35.7 Acting reasonably, the Committee acting on behalf of the Body Corporate may require or cause to be removed any Charging Device installed or operating in contravention of this By-law.

36. Owner's access to Common Property restricted by lease or license

- a) An Owner of a Lot who is not the Occupier of the Lot (for example if the Occupier of the Lot is a lessee, licensee or tenant) is not permitted to use the Common Property Recreation Facilities.
- b) tted to use the Common Property Recreation Facilities.

For example: An Owner using their Lot for investment purposes is not permitted to use the building's gym, swimming pool and other facilities. The right of the Owner to use those facilities is transferred to the Occupier to the exclusion of the owner.

- c) Owners who are part-time Occupiers (for example if the Owner uses their Lot as a second residence and it is otherwise unoccupied) are not restricted by this by-law.
- d) Owners who are restricted from using the Common Property Recreation Facilities under this by-law are permitted to access the Common Property Recreation Facilities for the purpose of inspection.

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SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

Lots on Plan or Common Property	Statutory Easement	Services Location Diagrams
Common Property	water, electricity, gas, sewerage reticulation	DWG NAME: 125983-SLD attached as Annexure A to this CMS
Each Lot in the Scheme	support, water, electricity, gas, computer data and television, sewer drainage, shelter, protections and maintenance	Not applicable

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SCHEDULE E DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE AREAS OF COMMON PROPERTY

The exclusive use plan, which identifies all of the areas in the table below, is attached as **Annexure B** to this CMS.

Lot on Plan	Area	Purpose
Lot 301 on SP264238	Car parking - C531 Storage - S503	Car parking and storage
Lot 302 on SP264238	Car parking - C460 Storage - S514	Car parking and storage
Lot 303 on SP264238	Car parking - C517 Storage - S505	Car parking and storage
Lot 304 on SP264238	Car parking - C431 Storage - S422	Car parking and storage
Lot 305 on SP264238	Car parking - C529 Storage - S511	Car parking and storage
Lot 306 on SP264238	Car parking - C522 Storage - S504	Car parking and storage
Lot 307 on SP264238	Car parking - C459 Storage - S438	Car parking and storage
Lot 401 on SP264238	Car parking - C446 Storage - S425	Car parking and storage
Lot 402 on SP264238	Car parking - C439 Storage - S415	Car parking and storage
Lot 403 on SP264238	Car parking - C515 Storage - S513	Car parking and storage
Lot 404 on SP264238	Car parking - C433 Storage - S403	Car parking and storage
Lot 405 on SP264238	Car parking - C435 Storage - S416	Car parking and storage
Lot 406 on SP264238	Car parking - C516 Storage - S506	Car parking and storage
Lot 407 on SP264238	Car parking - C461 Storage - S404	Car parking and storage
Lot 501 on SP264238	Car parking - C458 Storage - S437	Car parking and storage
Lot 502 on SP264238	Car parking - C441 Storage - S421	Car parking and storage
Lot 503 on SP264238	Car parking - C457 Storage - S405	Car parking and storage
Lot 504 on SP264238	Car parking - C462 Storage - S431	Car parking and storage
Lot 505 on SP264238	Car parking - C506	Car parking and storage

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Lot on Plan	Area	Purpose
	Storage - S110	
Lot 506 on SP264238	Car parking - C514 Storage - S521	Car parking and storage
Lot 507 on SP264238	Car parking - C527 Storage - S512	Car parking and storage
Lot 601 on SP264238	Car parking - C445 Storage - S426	Car parking and storage
Lot 602 on SP264238	Car parking - C443 Storage - S419	Car parking and storage
Lot 603 on SP264238	Car parking - C507 Storage - S302	Car parking and storage
Lot 604 on SP264238	Car parking - C502 Storage - S321	Car parking and storage
Lot 605 on SP264238	Car parking - C539 Storage - S515	Car parking and storage
Lot 701 on SP264238	Car parking - C420 Storage - S401	Car parking and storage
Lot 702 on SP264238	Car parking - C429 Storage - S418	Car parking and storage
Lot 703 on SP264238	Car parking - C501 Storage - S522	Car parking and storage
Lot 704 on SP264238	Car parking - C401 Storage - S436	Car parking and storage
Lot 705 on SP264238	Car parking - C525 Storage - S508	Car parking and storage
Lot 801 on SP264238	Car parking - C419 Storage - S407	Car parking and storage
Lot 802 on SP264238	Car parking - C425 Storage - S420	Car parking and storage
Lot 803 on SP264238	Car parking - C456 Storage - S434	Car parking and storage
Lot 804 on SP264238	Car parking - C451 Storage - S435	Car parking and storage
Lot 805 on SP264238	Car parking - C427 Storage - S402	Car parking and storage
Lot 901 on SP264238	Car parking - C418 Storage - S406	Car parking and storage
Lot 902 on SP264238	Car parking - C421 Storage - S408	Car parking and storage
Lot 903 on SP264238	Car parking - C437 Storage - S414	Car parking and storage
Lot 904 on SP264238	Car parking - C537 Storage - S417	Car parking and storage
Lot 905 on SP264238	Car parking - C423	Car parking and storage

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Lot on Plan	Area	Purpose
	Storage - S409	
Lot 1001 on SP264238	Car parking - C417 Storage - S410	Car parking and storage
Lot 1002 on SP264238	Car parking - C341 Storage - S316	Car parking and storage
Lot 1003 on SP264238	Car parking - C523 Storage - S502	Car parking and storage
Lot 1004 on SP264238	Car parking - C503 Storage - S523	Car parking and storage
Lot 1005 on SP264238	Car parking - C343 Storage - S319	Car parking and storage
Lot 1101 on SP264238	Car parking - C416 Storage - S411	Car parking and storage
Lot 1102 on SP264238	Car parking - C337 Storage - S318	Car parking and storage
Lot 1103 on SP264238	Car parking - C518 Storage - S520	Car parking and storage
Lot 1104 on SP264238	Car parking - C535 Storage - S509	Car parking and storage
Lot 1105 on SP264238	Car parking - C339 Storage - S317	Car parking and storage
Lot 1201 on SP264238	Car parking - C415 Storage - S412	Car parking and storage
Lot 1202 on SP264238	Car parking - C333 Storage - S312	Car parking and storage
Lot 1203 on SP264238	Car parking - C464 Storage - S433	Car parking and storage
Lot 1204 on SP264238	Car parking - C448 & C449 Storage - S424	Car parking and storage
Lot 1205 on SP264238	Car parking - C335 Storage - S313	Car parking and storage
Lot 1301 on SP264238	Car parking - C414 Storage - S413	Car parking and storage
Lot 1302 on SP264238	Car parking - C329 & C318 Storage - S310	Car parking and storage
Lot 1303 on SP264238	Car parking - C463 Storage - S432	Car parking and storage
Lot 1304 on SP264238	Car parking - C519 Storage - S519	Car parking and storage
Lot 1305 on SP264238	Car parking - C331 Storage - S311	Car parking and storage
Lot 1401 on SP264238	Car parking - C409 Storage - S322	Car parking and storage
Lot 1402 on SP264238	Car parking - C325	Car parking and storage

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Lot on Plan	Area	Purpose
	Storage - S307	
Lot 1403 on SP264238	Car parking - C524 Storage - S501	Car parking and storage
Lot 1404 on SP264238	Car parking - C520 Storage - S518	Car parking and storage
Lot 1405 on SP264238	Car parking - C327 Storage - S309	Car parking and storage
Lot 1501 on SP264238	Car parking - C408 Storage - S323	Car parking and storage
Lot 1502 on SP264238	Car parking - C243 Storage - S214	Car parking and storage
Lot 1503 on SP264238	Car parking - C450 Storage - S423	Car parking and storage
Lot 1504 on SP264238	Car parking - C350 & C349 Storage - S320	Car parking and storage
Lot 1505 on SP264238	Car parking - C323 Storage - S306	Car parking and storage
Lot 1601 on SP264238	Car parking - C407 Storage - S324	Car parking and storage
Lot 1602 on SP264238	Car parking - C239 Storage - S216	Car parking and storage
Lot 1603 on SP264238	Car parking - C138 & C139 Storage - S231	Car parking and storage
Lot 1604 on SP264238	Car parking - C241 Storage - S217	Car parking and storage
Lot 1701 on SP264238	Car parking - C406 Storage - S325	Car parking and storage
Lot 1702 on SP264238	Car parking - C235 Storage - S213	Car parking and storage
Lot 1703 on SP264238	Car parking - C345 & C346 Storage - S326	Car parking and storage
Lot 1704 on SP264238	Car parking - C237 Storage - S215	Car parking and storage
Lot 1801 on SP264238	Car parking - C405 Storage - S209	Car parking and storage
Lot 1802 on SP264238	Car parking - C231 Storage - S211	Car parking and storage
Lot 1803 on SP264238	Car parking - C307 & C308 Storage - S333	Car parking and storage
Lot 1804 on SP264238	Car parking - C233 Storage - S212	Car parking and storage
Lot 1901 on SP264238	Car parking - C404 Storage - S210	Car parking and storage
Lot 1902 on SP264238	Car parking - C227	Car parking and storage

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Lot on Plan	Area	Purpose
	Storage - S206	
Lot 1903 on SP264238	Car parking - C305, C306 & C347 Storage - S334	Car parking and storage
Lot 1904 on SP264238	Car parking - C229 Storage - S205	Car parking and storage
Lot 2001 on SP264238	Car parking - C403 Storage - S219	Car parking and storage
Lot 2002 on SP264238	Car parking - C223 Storage - S208	Car parking and storage
Lot 2003 on SP264238	Car parking - C303 & C304 Storage - S335	Car parking and storage
Lot 2004 on SP264238	Car parking - C225 Storage - S207	Car parking and storage
Lot 2101 on SP264238	Car parking - C402 Storage - S220	Car parking and storage
Lot 2102 on SP264238	Car parking - C126 Storage - S108	Car parking and storage
Lot 2103 on SP264238	Car parking - C301 & C302 Storage - S336	Car parking and storage
Lot 2104 on SP264238	Car parking - C221 Storage - S204	Car parking and storage
Lot 2201 on SP264238	Car parking - C509 Storage - S314	Car parking and storage
Lot 2202 on SP264238	Car parking - C122 Storage - S113	Car parking and storage
Lot 2203 on SP264238	Car parking - C357 & C358 Storage - S337	Car parking and storage
Lot 2204 on SP264238	Car parking - C124 Storage - S104	Car parking and storage
Lot 2301 on SP264238	Car parking - C508 Storage - S315	Car parking and storage
Lot 2302 on SP264238	Car parking - C118 Storage - S111	Car parking and storage
Lot 2303 on SP264238	Car parking - C359 & C360 Storage - S338	Car parking and storage
Lot 2304 on SP264238	Car parking - C120 Storage - S112	Car parking and storage
Lot 2401 on SP264238	Car parking - C521 Storage - S507	Car parking and storage
Lot 2402 on SP264238	Car parking - C114 Storage - S109	Car parking and storage
Lot 2403 on SP264238	Car parking - C319 & C320 Storage - S301	Car parking and storage
Lot 2404 on SP264238	Car parking - C533	Car parking and storage

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Lot on Plan	Area	Purpose
	Storage - S510	
Lot 2501 on SP264238	Car parking - C116 Storage - S303	Car parking and storage
Lot 2502 on SP264238	Car parking - C110 Storage - S106	Car parking and storage
Lot 2503 on SP264238	Car parking - C510 & C511 Storage - S516	Car parking and storage
Lot 2504 on SP264238	Car parking - C112 Storage - S107	Car parking and storage
Lot 2601 on SP264238	Car parking - C505 Storage - S304	Car parking and storage
Lot 2602 on SP264238	Car parking - C106 Storage - S102	Car parking and storage
Lot 2603 on SP264238	Car parking - C512 & C513 Storage - S517	Car parking and storage
Lot 2604 on SP264238	Car parking - C108 Storage - S105	Car parking and storage
Lot 2701 on SP264238	Car parking - C504 Storage - S305	Car parking and storage
Lot 2702 on SP264238	Car parking - C104 Storage - S101	Car parking and storage
Lot 2703 on SP264238	Car parking - C361 & C362 Storage - S331	Car parking and storage
Lot 2704 on SP264238	Car parking - C321 Storage - S308	Car parking and storage
Lot 2801 on SP264238	Car parking - C212, C213, C214 & C215 Storage - S225	Car parking and storage
Lot 2802 on SP264238	Car parking - C209, C210, C211 & C216 Storage - S224	Car parking and storage
Lot 3001 on SP264238	Car parking - C205 & C206 Storage - S230	Car parking and storage
Lot 3002 on SP264238	Car parking - C363 & C364 Storage - S332	Car parking and storage
Lot 3003 on SP264238	Car parking - C207 & C208 Storage - S202	Car parking and storage
Lot 3101 on SP264238	Car parking - C201 & C202 Storage - S229	Car parking and storage
Lot 3102 on SP264238	Car parking - C412 & C413 Storage - S430	Car parking and storage
Lot 3103 on SP264238	Car parking - C203 & C204 Storage - S228	Car parking and storage
Lot 3201 on SP264238	Car parking - C259 & C260	Car parking and storage

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Lot on Plan	Area	Purpose
	Storage - S233	
Lot 3202 on SP264238	Car parking - C410, C411 & C447 Storage - S429	Car parking and storage
Lot 3203 on SP264238	Car parking - C257 & C258 Storage - S232	Car parking and storage
Lot 3301 on SP264238	Car parking - C263 & C264 Storage - S227	Car parking and storage
Lot 3302 on SP264238	Car parking - C454 & C455 Storage - S428	Car parking and storage
Lot 3303 on SP264238	Car parking - C261 & C262 Storage - S226	Car parking and storage
Lot 3401 on SP264238	Car parking - C137, C142 & C143 Storage - S116	Car parking and storage
Lot 3402 on SP264238	Car parking - C452 & C453 Storage - S427	Car parking and storage
Lot 3403 on SP264238	Car parking - C140 & C141 Storage - S115	Car parking and storage
Lot 3501 on SP264238	Car parking - C351, C352 & C353 Storage - S327	Car parking and storage
Lot 3502 on SP264238	Car parking - C315, C316 & C317 Storage - S221	Car parking and storage
Lot 3601 on SP264238	Car parking - C251, C252 & C253 Storage - S222	Car parking and storage
Lot 3602 on SP264238	Car parking - C312, C313 & C314 Storage - S330	Car parking and storage
Lot 3701 on SP264238	Car parking - C309, C310 & C311 Storage - S329	Car parking and storage
Lot 3702 on SP264238	Car parking - C131, C132 & C133 Storage - S203	Car parking and storage
Lot 3801 on SP264238	Car parking - C134, C135 & C136 Storage - S114	Car parking and storage
Lot 3802 on SP264238	Car parking - C354, C355 & C356 Storage - S328	Car parking and storage
Lot 3901 on SP264238	Car parking - C128, C129 & C130 Storage - S218	Car parking and storage
Lot 3902 on SP264238	Car parking - C254, C255 & C256 Storage - S223	Car parking and storage
Lot 4001 on SP264238	Car parking - C219, C220 & C348 Storage - S235	Car parking and storage
Lot 4002 on SP264238	Car parking - C217 & C218 Storage - S201	Car parking and storage
Lot 4101 on SP264238	Car parking - C247, C246 & C245 Storage - S234	Car parking and storage
Lot 4102 on SP264238	Car parking - C250, C248 & C249	Car parking and storage

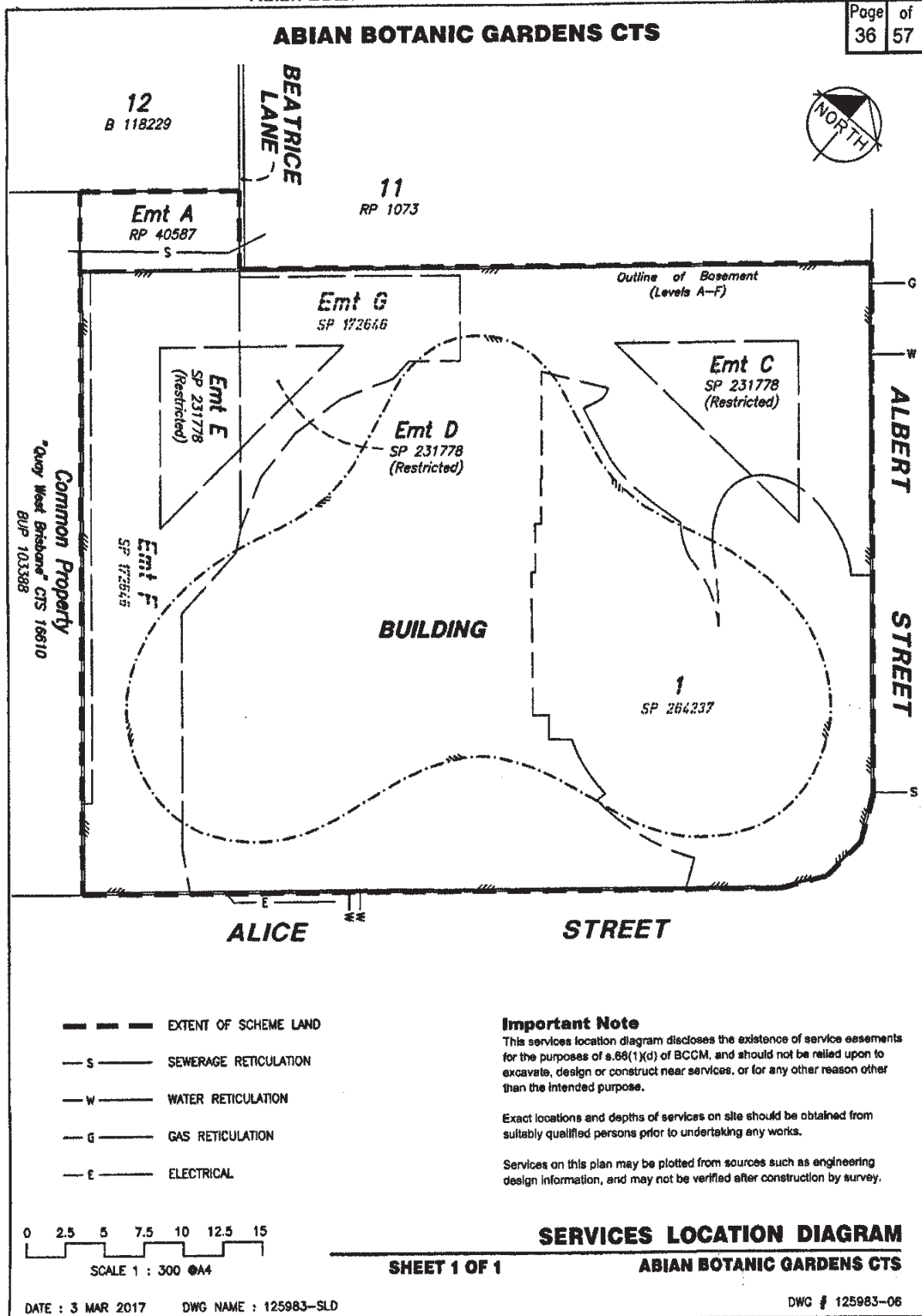
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Lot on Plan	Area	Purpose
	Storage - S103	

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ANNEXURE A - SERVICES LOCATION DIAGRAM

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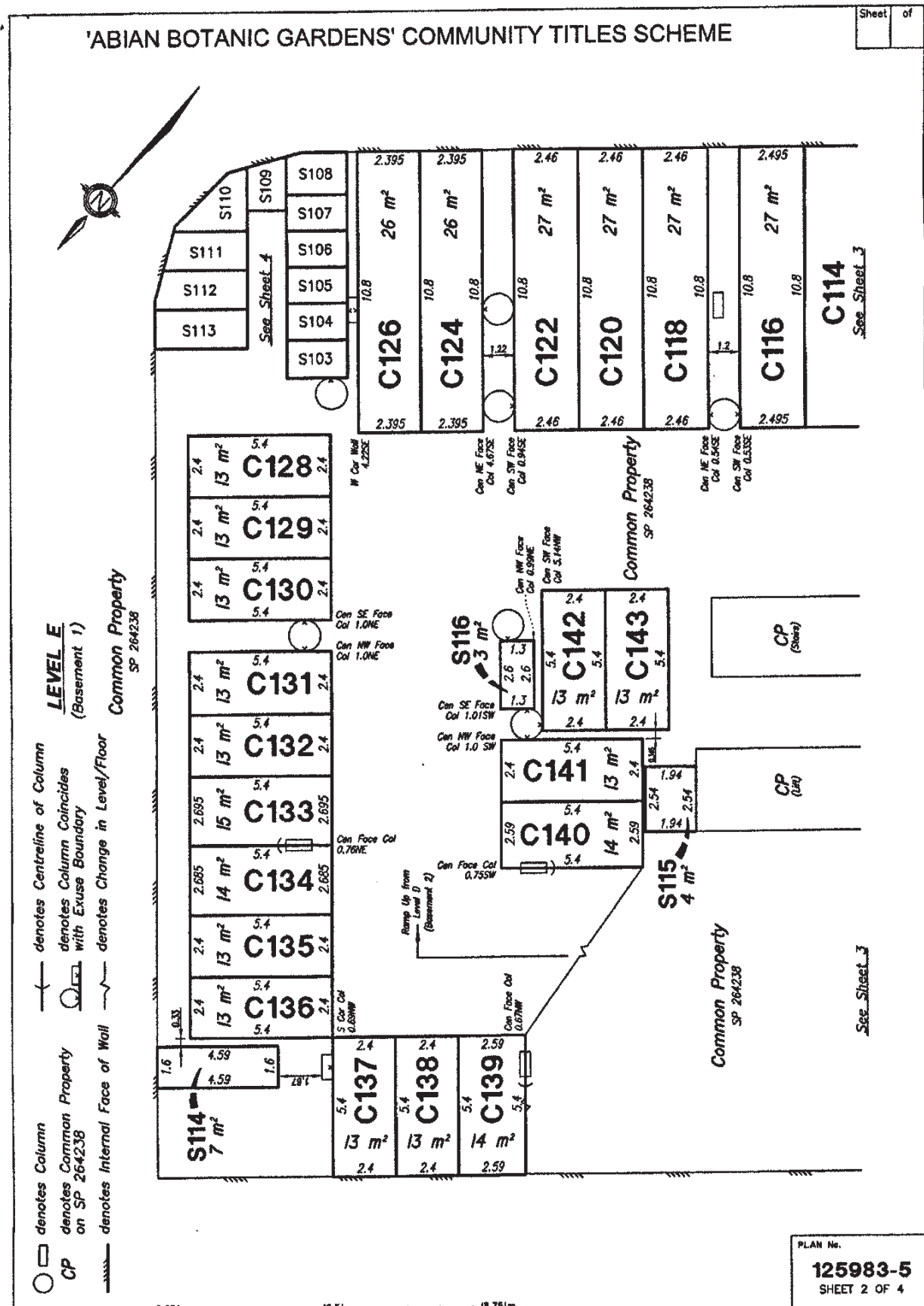
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ANNEXURE B - EXCLUSIVE USE PLANS

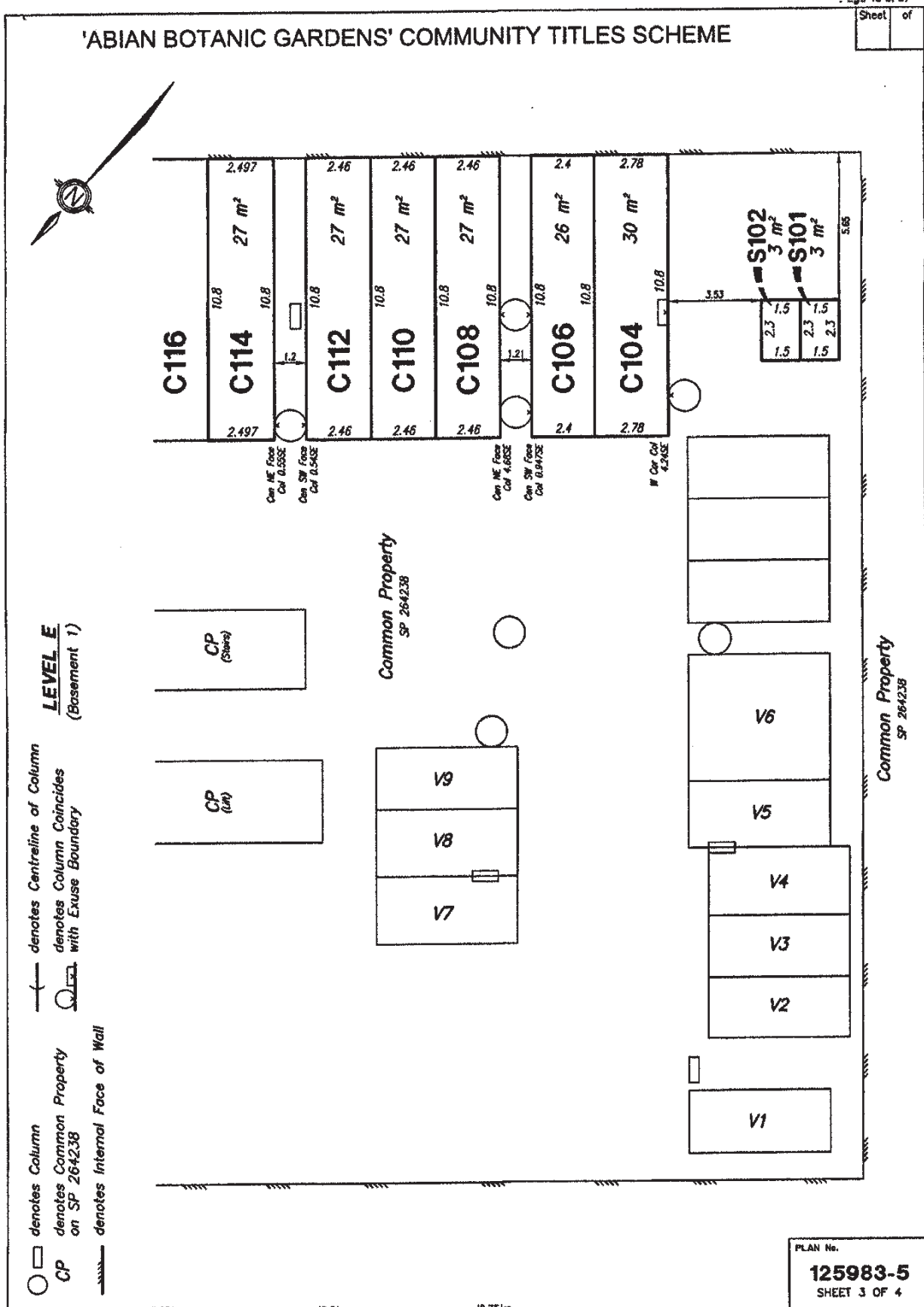
Abian Botanic Gardens community titles scheme

'ABIAN BOTANIC GARDENS' COMMUNITY TITLES SCHEME LEVEL E (Basement 1) Common Property SP 264238		Sheet of
<div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <p>○ □ denotes Column</p> <p>CP denotes Common Property on SP 264238</p> </div> <div style="width: 30%;"> <p>— denotes Internal Face of Wall</p> <p>— denotes Change in Level/Floor</p> </div> </div>		
<div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <p>We RPS Australia East Pty Ltd (ACN 140282762) Cadastral Surveyor, certify that the details shown on this sketch plan are correct.</p> <p>..... <i>[Signature]</i> Authorised Delegate</p> <p>..... 6/03/17 Date</p> </div> <div style="width: 40%; text-align: center;"> <p>SKETCH PLAN FOR EXCLUSIVE USE PURPOSES</p> <p>Over Part of Common Property on Level E (Basement 1) of "ABIAN BOTANIC GARDENS CTS"</p> </div> <div style="width: 30%;"> <p>RPS</p> <p><small>© COPYRIGHT PROTECTS THIS PLAN. Unauthorised reproduction or amendment not permitted. Please contact the owner.</small></p> <p>PLAN No. 125983-5</p> <p>SHEET 1 OF 4</p> </div> </div>		
<div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <p>LOCAL GOVERNMENT: BRISBANE CITY LOCALITY: BRISBANE CITY</p> </div> <div style="width: 40%;"> <p>MERIDIAN: SP264238 DATE: 20/02/17 DRAWN: TJE SURVEYED: LAY</p> </div> <div style="width: 30%;"> <p>CHECKED BY: LAY</p> </div> </div>		

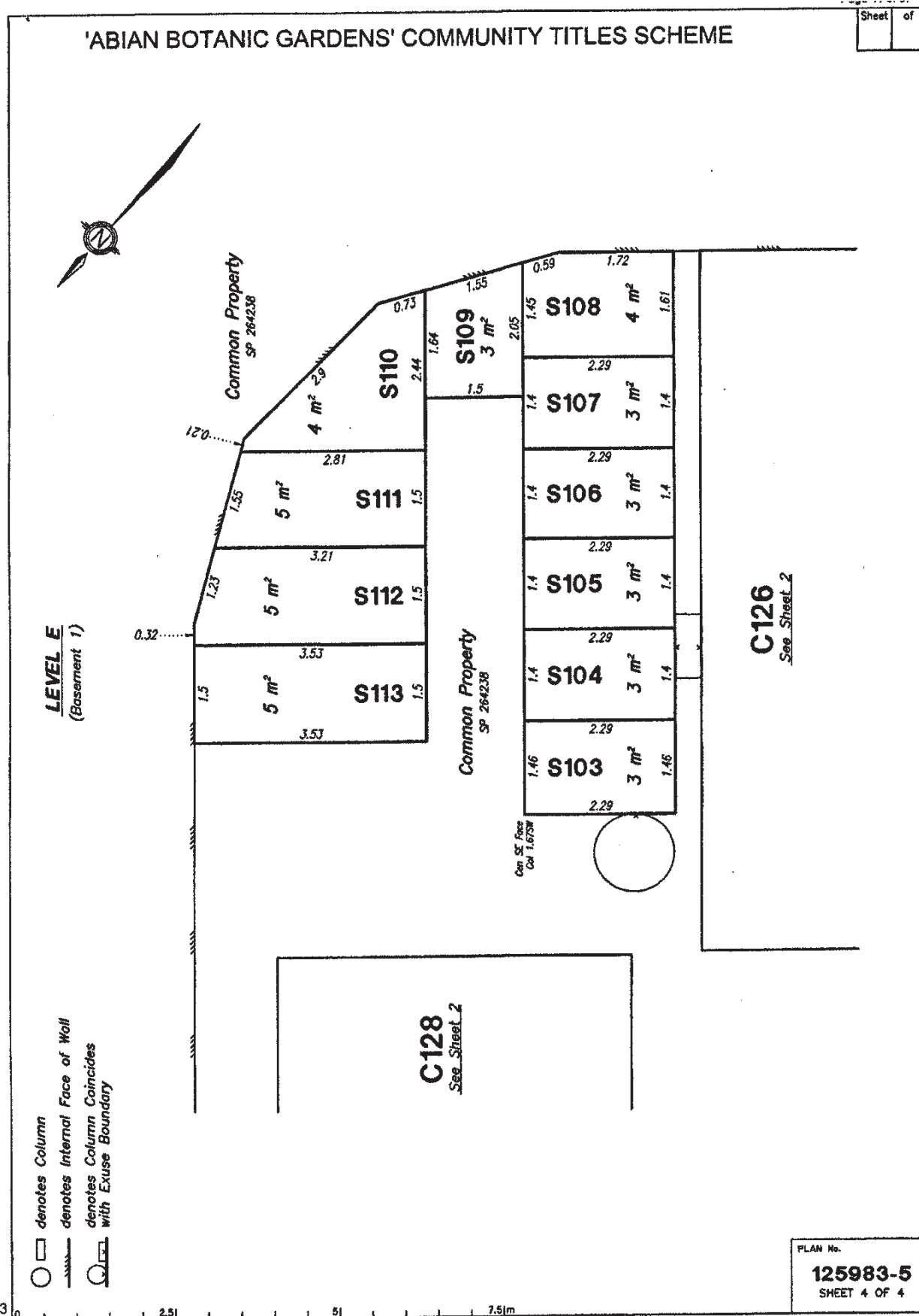
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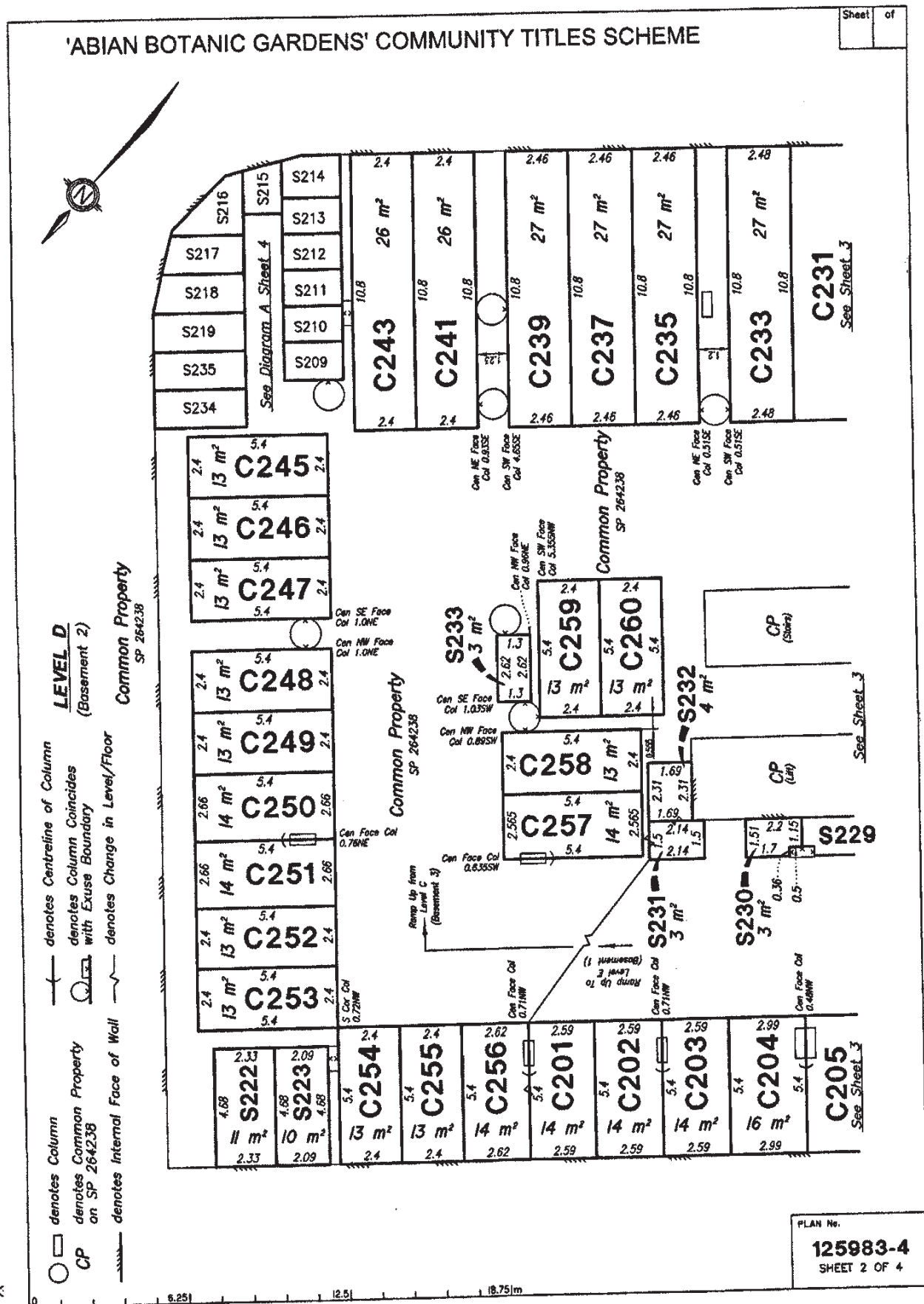
'ABIAN BOTANIC GARDENS' COMMUNITY TITLES SCHEME



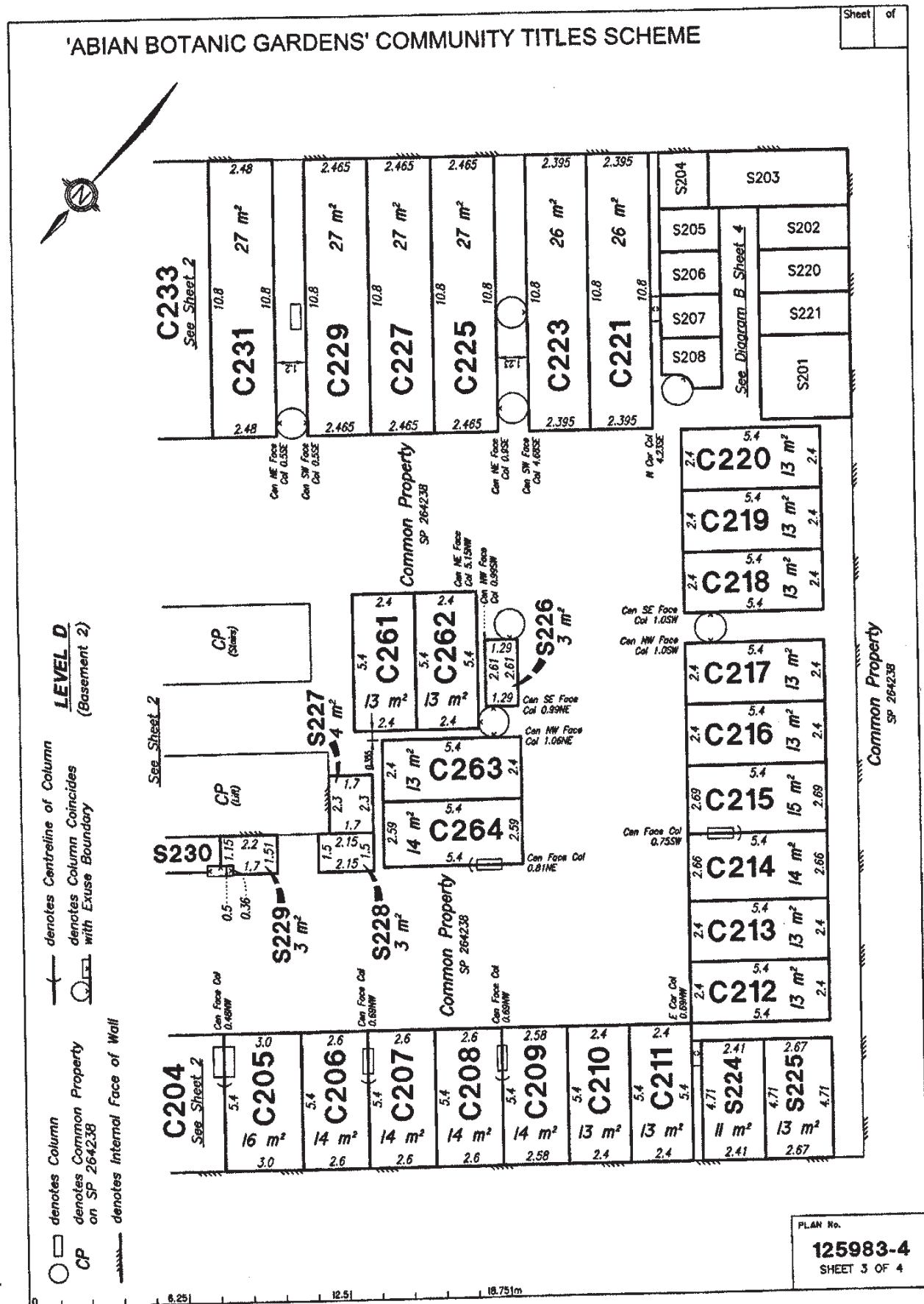
Abian Botanic Gardens community titles scheme

'ABIAN BOTANIC GARDENS' COMMUNITY TITLES SCHEME		Sheet of
<p>LEVEL D (Basement 2)</p> <p>Common Property SP 264238</p>		
<p>○ denotes Column CP denotes Common Property on SP 264238 denotes Internal Face of Wall denotes Change in Level/Floor</p>		
<p>10 20 30m</p>		
<p>SKETCH PLAN FOR EXCLUSIVE USE PURPOSES</p> <p>Over Part of Common Property on Level D (Basement 2) of "ABIAN BOTANIC GARDENS CTS"</p>		
<p>We RPS Australia East Pty Ltd (ACN 140292762) Cadastral Surveyor, certify that the details shown on this sketch plan are correct.</p> <p></p> <p>..... Authorised Delegate</p> <p>...19/05/17... Date</p>		<p>RPS © COPYRIGHT PROTECTA PTE LTD All rights reserved. Reproduction in any form without permission is prohibited. Please contact the office.</p> <p>PLAN No. 125983-4 SHEET 1 OF 4</p>
<p>LOCAL GOVERNMENT: BRISBANE CITY LOCALITY: BRISBANE CITY</p> <p>MERIDIAN: SP264238 DATE: 19/05/17 DRAWN: TJE SURVEYED: LAY</p>		<p>DWG FILE: 125983-EX-02 CHECKED BY LAY</p>

'ABIAN BOTANIC GARDENS' COMMUNITY TITLES SCHEME



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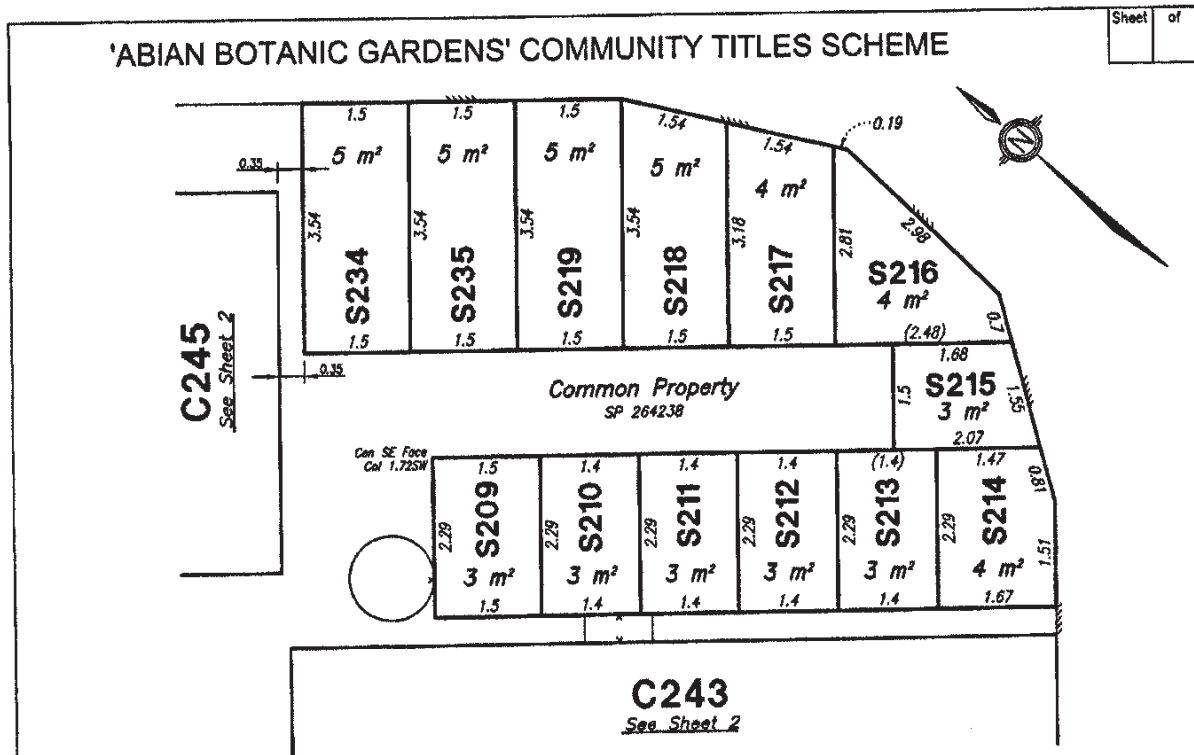
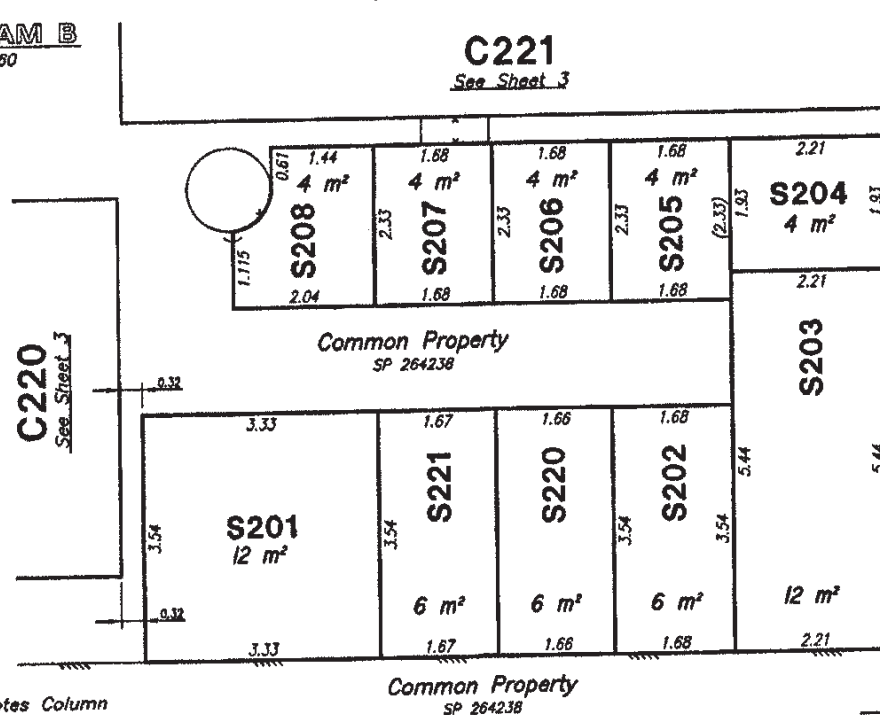


DIAGRAM A
1 : 60

LEVEL D
(Basement 2)

DIAGRAM B
1 : 60



- denotes Column
- denotes Internal Face of Wall
- denotes Column Coincides with Exuse Boundary
- denotes Centreline of Column

PLAN No.
125983-4
SHEET 4 OF 4

'ABIAN BOTANIC GARDENS' COMMUNITY TITLES SCHEME

Common Property
SP 264238



6/03/17, Date

Over Part of Common Property
on Level C (Basement 3) of
"ABIAN BOTANIC GARDENS CTS"

MERIDIAN	SP264238	DATE	20/02/17	DRAWN	TJE	SURVEYED	LAY
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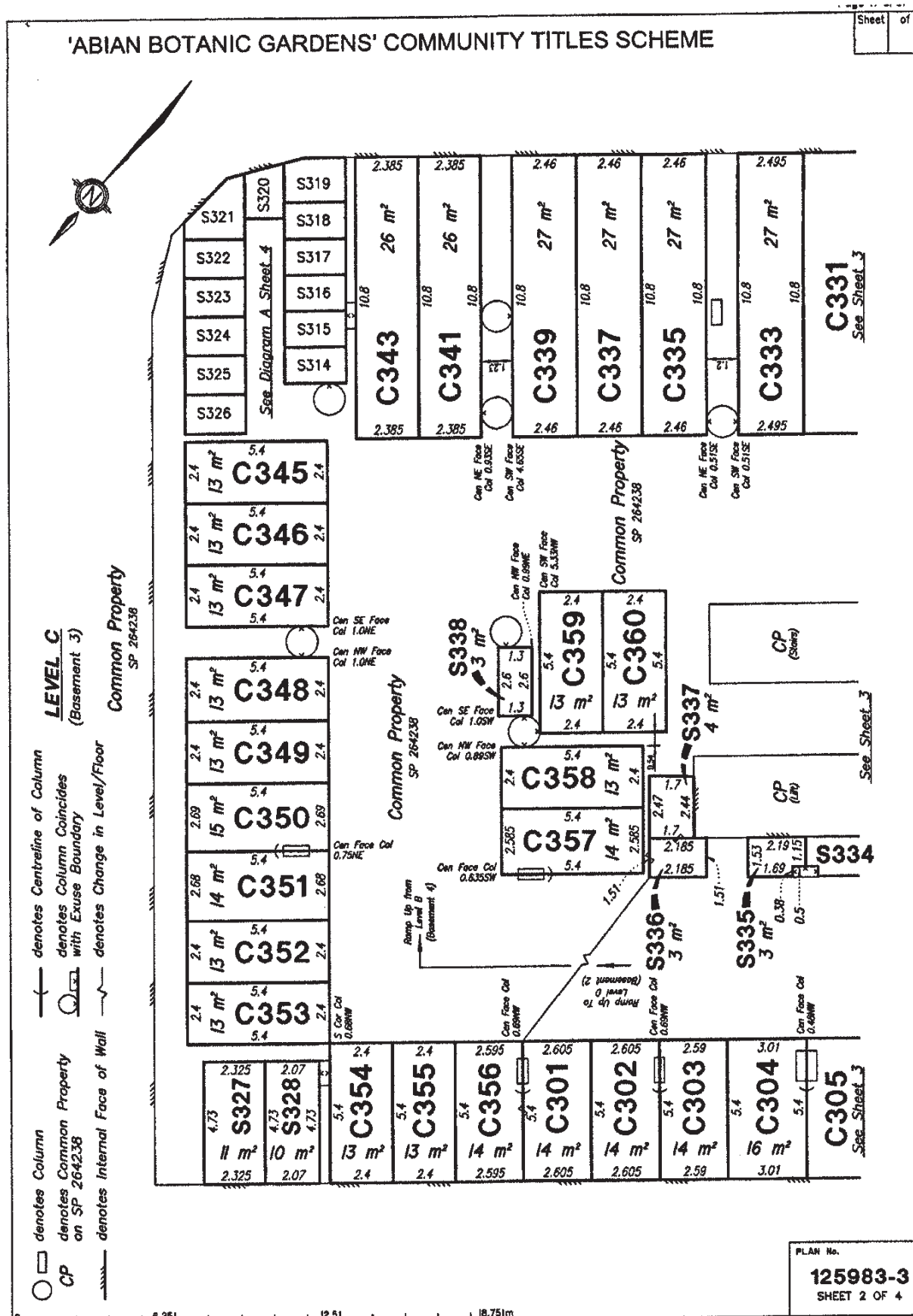
RP5 Australia East Pty Ltd
ACN 140 292 762
ABN 44 140 292 762
743 Ann Street
PO Box 1658
Ferntree Gully VIC 3156
T +61 7 3237 8862
F +61 7 3237 8833
www.rp5.com.au

125983-3
SHEET 1 OF 4

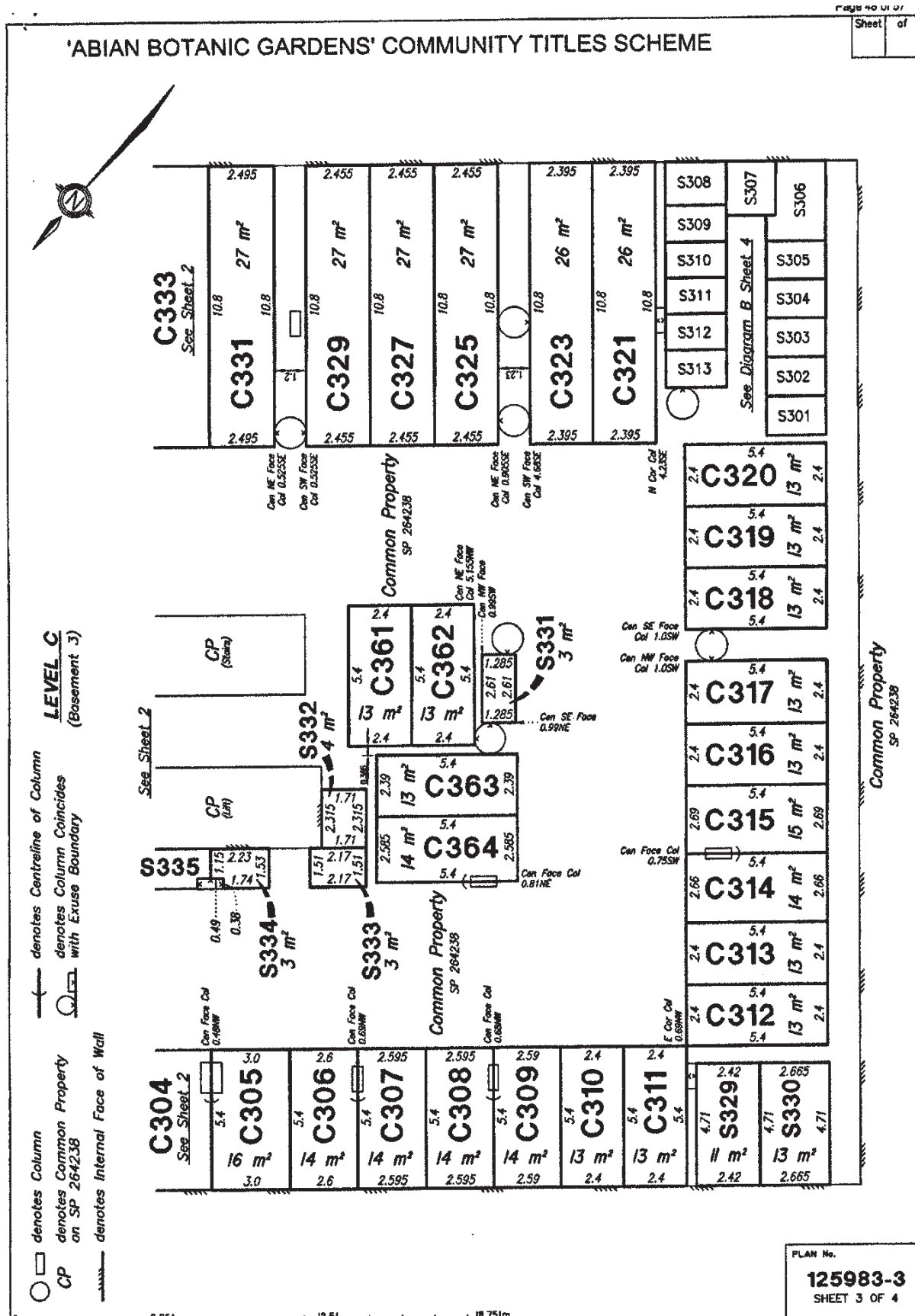
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CHECKED BY LAY

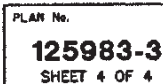
'ABIAN BOTANIC GARDENS' COMMUNITY TITLES SCHEME



Abian Botanic Gardens community titles scheme



'ABIAN BOTANIC GARDENS' COMMUNITY TITLES SCHEME



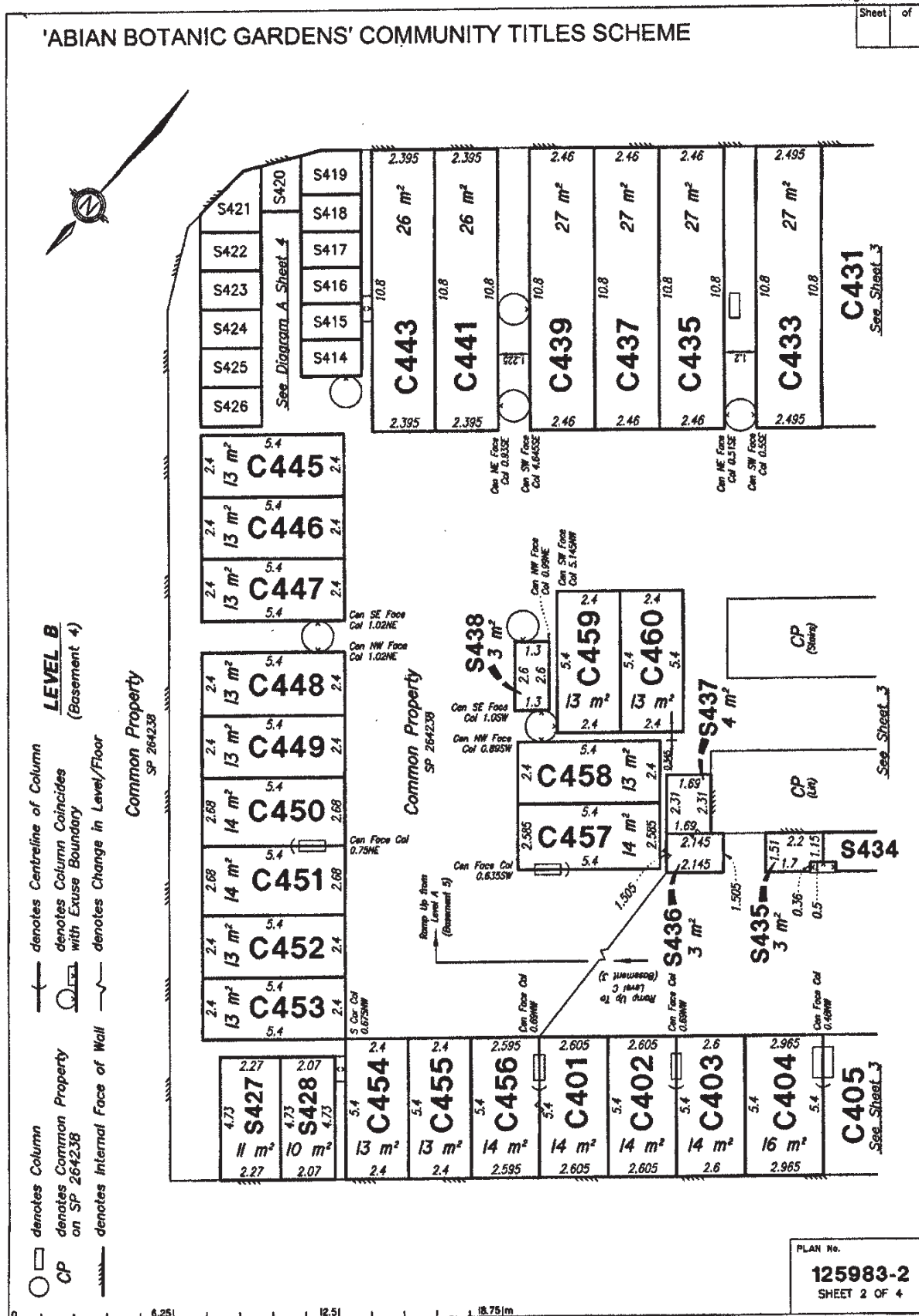
'ABIAN BOTANIC GARDENS' COMMUNITY TITLES SCHEME

Common Property
SP 264238

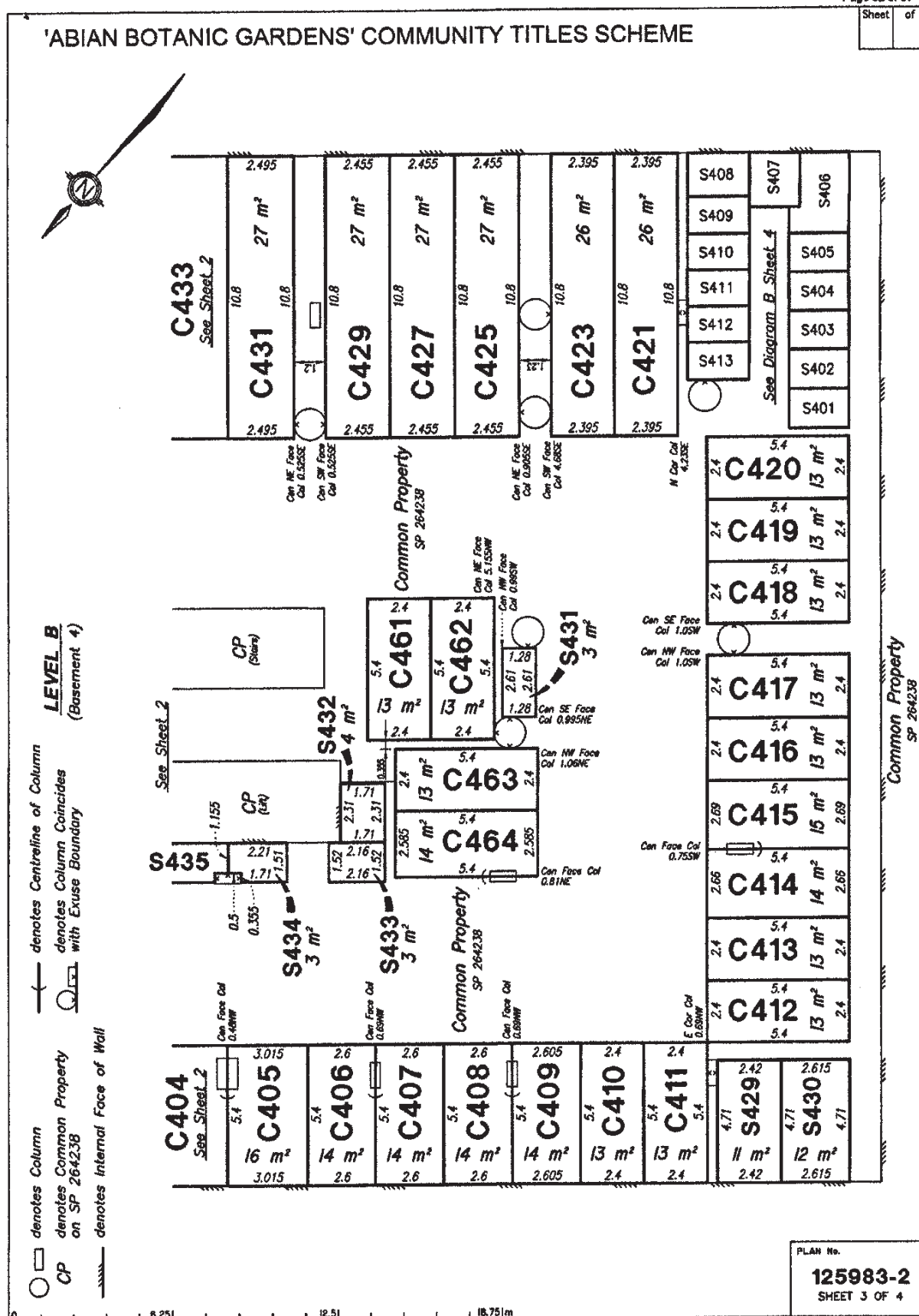


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SHEET 1 OF 4

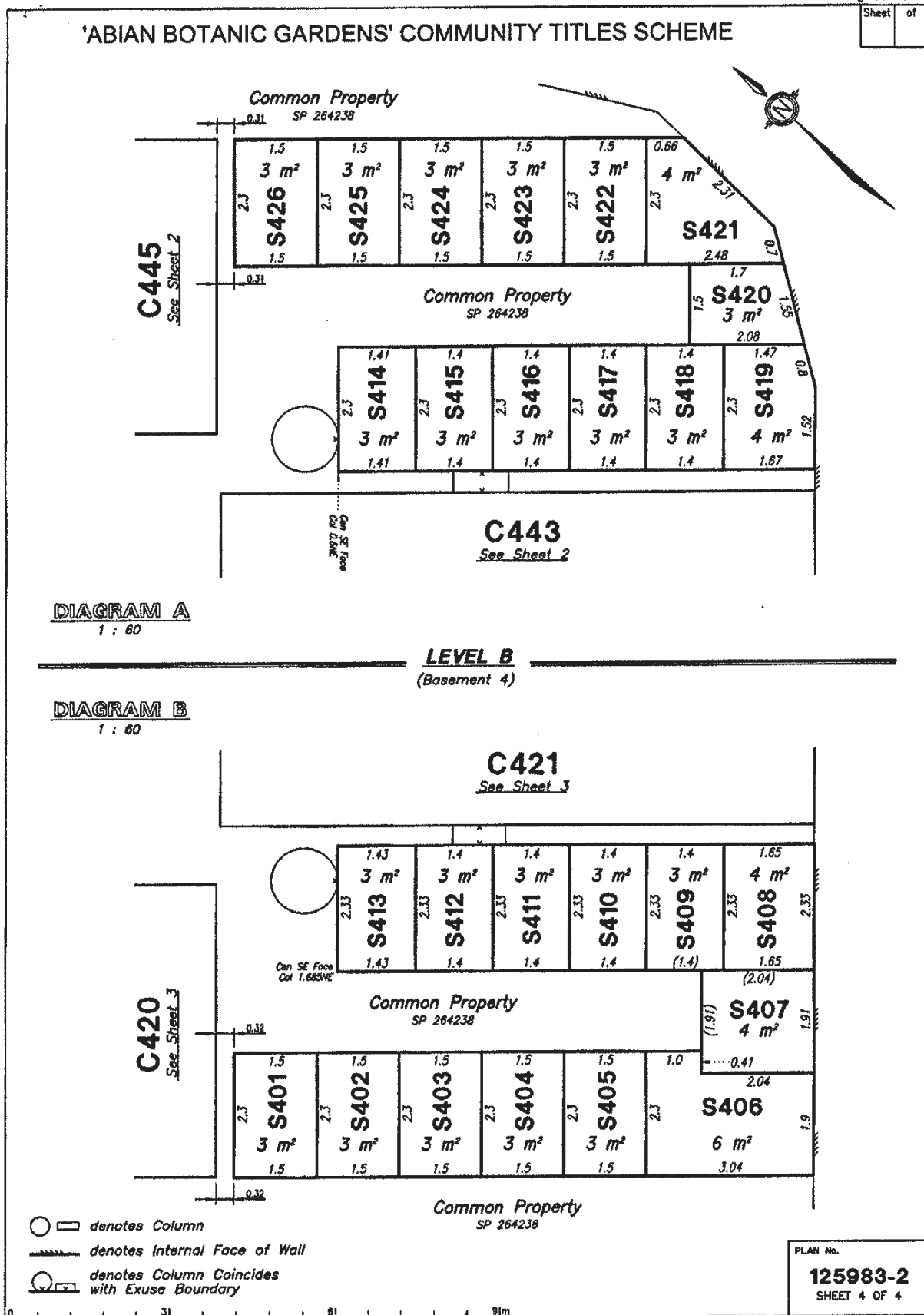
Abian Botanic Gardens community titles scheme



'ABIAN BOTANIC GARDENS' COMMUNITY TITLES SCHEME



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'ABIAN BOTANIC GARDENS' COMMUNITY TITLES SCHEME										Sheet	of																								
<p>LEVEL A (Basement 5)</p> <p> denotes Column CP denotes Common Property on SP 264238 denotes Internal Face of Wall denotes Change in Level/Floor </p>																																			
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'ABIAN BOTANIC GARDENS' COMMUNITY TITLES SCHEME

LEVEL A
(Basement 5)

Common Property
SP 264238

Legend:

- denotes Column
- CP denotes Common Property on SP 264238
- denotes Internal Face of Wall
- denotes Column Coincides with Exuse Boundary

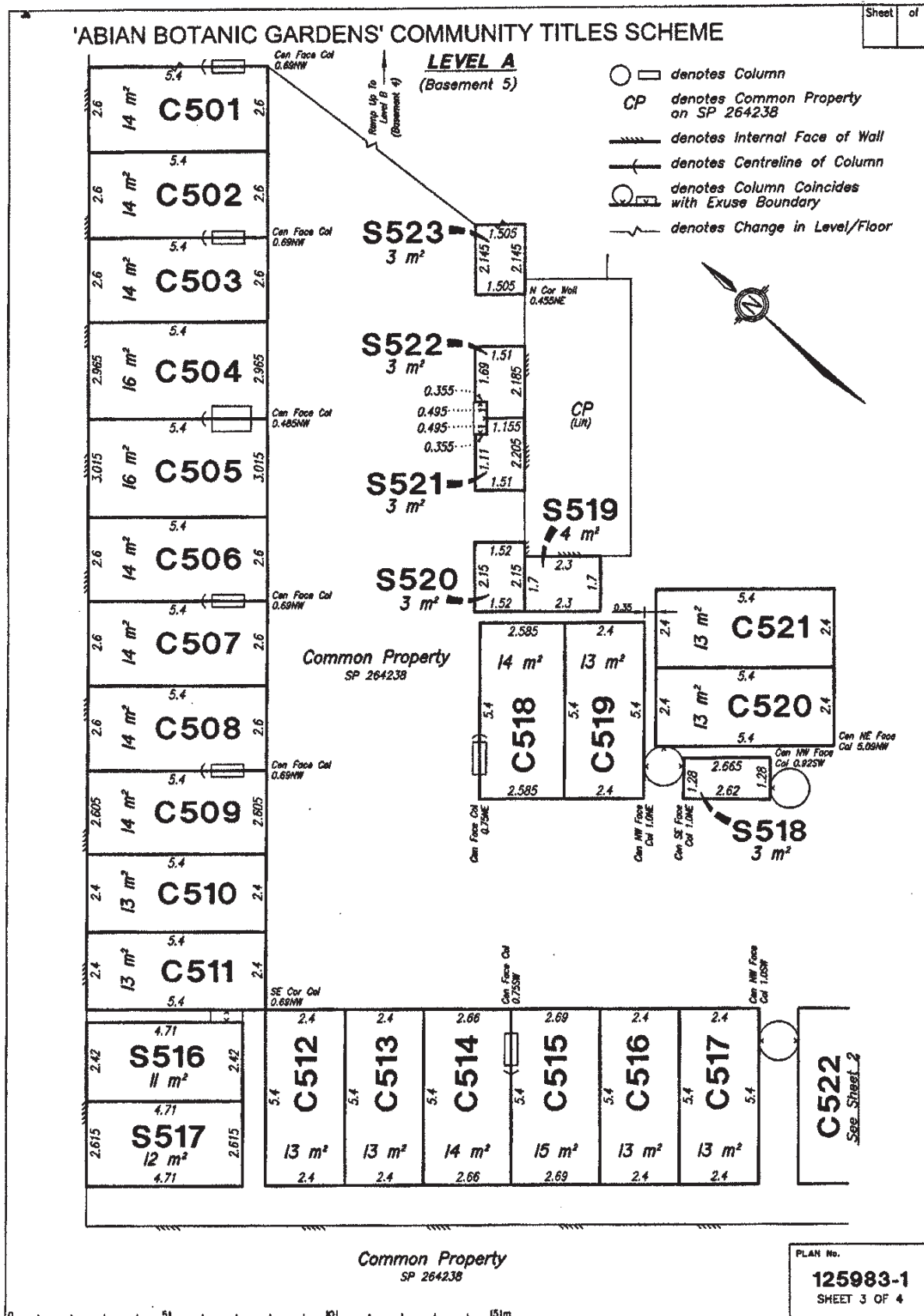
Units and Dimensions:

- C514:** 9 m², 5.41 x 1.655
- C515:** 9 m², 5.435 x 1.655
- C539:** 26 m², 10.8 x 2.4
- C537:** 27 m², 10.8 x 2.497
- C535:** 27 m², 10.8 x 2.497
- C533:** 27 m², 10.8 x 2.455
- C531:** 27 m², 10.8 x 2.455
- C529:** 27 m², 10.8 x 2.455
- C527:** 26 m², 10.8 x 2.395
- C525:** 26 m², 10.8 x 2.395
- C522:** 13 m², 5.4 x 2.4
- C523:** 13 m², 5.4 x 2.4
- C524:** 13 m², 5.4 x 2.4
- C517:** See Sheet 3
- S501-S513:** Various small units, some with areas like 13 m² or 10.8 m².
- S506-S509:** Various small units, some with areas like 10.8 m² or 10.8 m².
- S507:** 10.8 m²

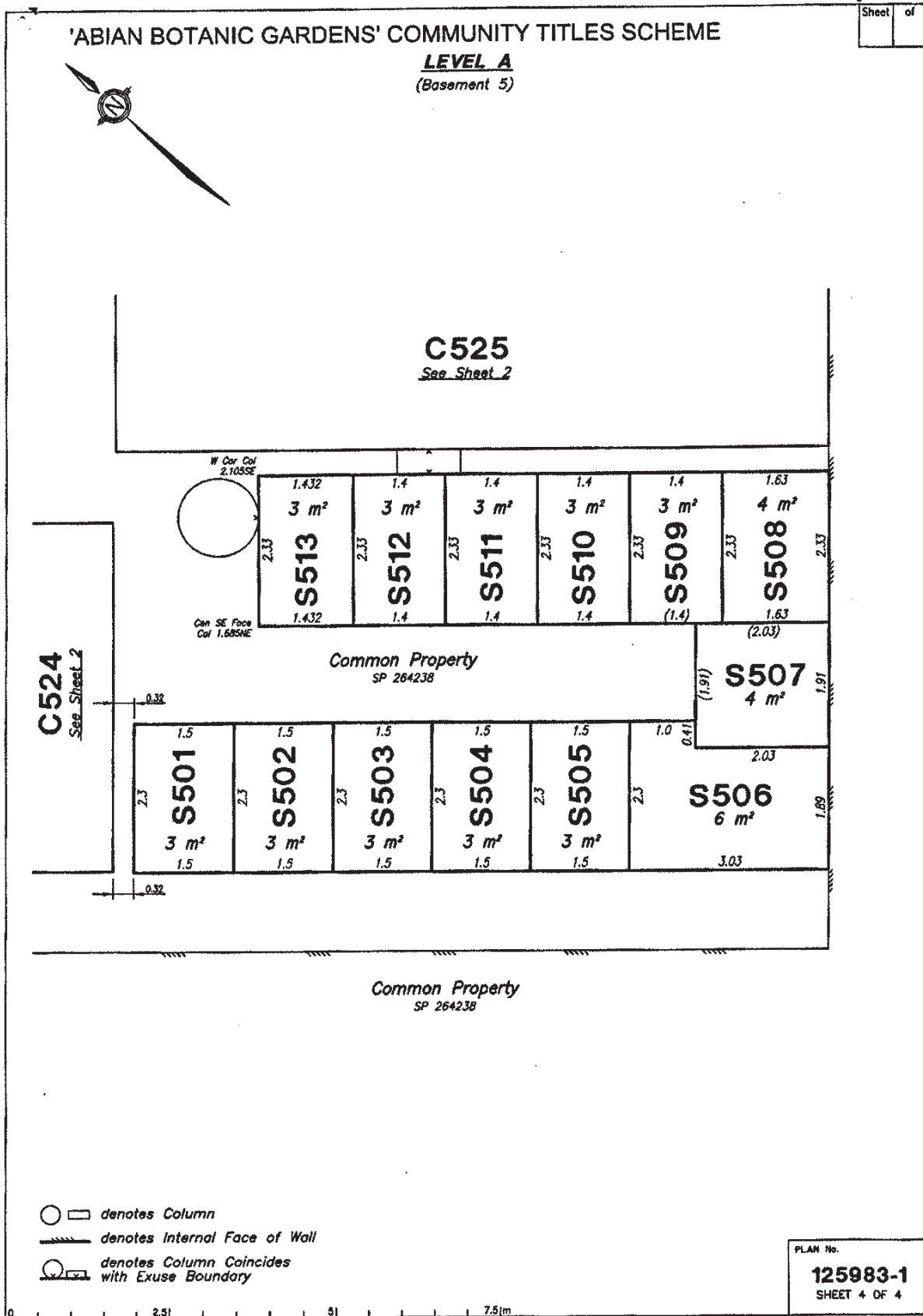
Common Property
SP 264238

PLAN No. 125983-1
SHEET 2 OF 4

'ABIAN BOTANIC GARDENS' COMMUNITY TITLES SCHEME



Abian Botanic Gardens community titles scheme



BRISBANE
P 07 3220 9400
F 07 3220 9499
E brisbane@abcm.com.au



GPO Box 3025
Brisbane QLD 4001

www.abcm.com.au

03 September 2025

THE SEARCH PEOPLE
GPO Box 1612
BRISBANE QLD 4001

Ref

Fee 84.10 Paid

Archers BCM (Brisbane) Pty Ltd
ABN: 34 010 611 695

Please find enclosed a Body Corporate Certificate pursuant to Section 205 of the Body Corporate and Community Management Act 1997. The figures contained within the certificate are current as of today's date and are subject to change.

The fee charged of \$84.10 will allow for the Certificate to be provided within 5 business days. Please note these charges are prescribed under the relevant legislation.

If you require an updated Certificate within 3 months at the prescribed fee or financial documents prior to settlement, these can be ordered from our website
<https://abcm.com.au/forms/>

Should you require any further information please contact our office.

Yours faithfully,

A handwritten signature in black ink, appearing to be "P. Long", written over a horizontal line.

Body Corporate Manager
For the Secretary

BCCM**Form 33**

Department of Justice

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

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

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

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

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

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

This certificate does not include information about:

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

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

The community management statement

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

The Office of the Commissioner for Body Corporate and Community Management

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

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

The information in this certificate is issued on 03/09/2025

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

ABIAN BOTANIC GARDENS

CTS No. **49990**

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: **Maddison Wallis**

Phone: **(07) 3220 9400**

Company: **Archers BCM (Brisbane) Pty Ltd**

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

Accessing records

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

The body corporate manager named above.

Property and community titles scheme details

Lot and plan details

Lot number: **2403**

Plan type and number: **264238**

Plan of subdivision: **BUILDING FORMAT PLAN**

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

Regulation module

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

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

The regulation module that applies to this scheme is the:

Accommodation

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

Layered arrangements of community titles schemes

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

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

No

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

Building management statement

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

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

Yes

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

By-laws and exclusive use areas

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

What by-laws apply?

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

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

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

General by-laws

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

Exclusive use areas

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

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

Yes

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

given with this certificate and listed below

Date of Resolution	Lot	Description	Conditions
29/07/17	701	Area C420 marked on plan A, bylaw 31.2	Carpark
29/07/17	701	Area S401 marked on plan A, bylaw 31.3	Storage area
29/07/17	903	Area C437 on plan, bylaw 31.2	Carpark
29/07/17	903	Area S414 on plan, bylaw 31.3	Storage
29/07/17	2604	Area C108 on Plan EU, bylaw 31.2	Carpark
29/07/17	2604	Area S105 on EU Plan, bylaw 31.3	Storage
29/07/17	4001	Areas C219, C220, C348 on EU Plan, bylaw 31.2	Carpark
29/07/17	4001	Area S235 on EU Plan, bylaw 31.2	Storage
29/05/17	301	Area S503 on EU Plan, by law 31.3	Storage
29/05/17	301	Area 531 on EU plan, by law 31.2	Carpark
29/05/17	302	Area 460 on EU Plan, by law 31.2	Carpark
29/05/17	302	Area S514 on EU Plan, by law 31.3	Storage
29/05/17	303	Area 517 on EU Plan, by law 31.2	Carpark

given with this certificate and listed below

Date of Resolution	Lot	Description	Conditions
29/05/17	303	Area S505 on EU Plan, by law 31.3	Storage
29/05/17	304	Area 431 on EU Plan, by law 31.2	Carpark
29/05/17	304	Area S422 on EU Plan, by law 31.3	Storage
29/05/17	305	Area 529 on EU Plan, by law 31.2	Carpark
29/05/17	305	Area S511 on EU Plan, by law 31.3	Storage
29/05/17	306	Area 522 on EU Plan, by law 31.2	Carpark
29/05/17	306	Area S504 on EU Plan, by law 31.3	Storage
29/05/17	307	Area 459 on EU Plan, by law 31.2	Carpark
29/05/17	307	Area 459 on EU Plan, by law 31.3	Storage
29/05/17	401	Area 446 on EU Plan, by law 31.2	Carpark
29/05/17	401	Area S425 on EU Plan, by law 31.3	Storage
29/05/17	402	Area 439 on EU Plan, by law 31.2	Carpark
29/05/17	402	Area S415 on EU Plan, by law 31.3	Storage
29/05/17	403	Area 515 on EU Plan, by law 31.2	Carpark
29/05/17	403	Area S 513 on EU Plan, by law 31.3	Storage
29/05/17	404	Area 433 on EU Plan, by law 31.2	Carpark
29/05/17	404	Area S403 on EU Plan, by law 31.3	Storage
29/05/17	405	Area 436 on EU Plan, by law 31.2	Carpark
29/05/17	405	Area S416 on EU Plan, by law 31.3	Storage
29/05/17	406	Area 516 on EU Plan, by law 31.2	Carpark
29/05/17	406	Area S506 on EU Plan, by law 31.3	Storage
29/05/17	407	Area 461 on EU Plan, by law 31.2	Carpark
29/05/17	407	Area S404 on EU Plan, by law 31.3	Storage
29/05/17	501	Area 458 on EU Plan, by law 31.2	Carpark
29/05/17	501	Area S437 on EU Plan, by law 31.3	Storage
29/05/17	502	Area 441 on EU Plan, by law 31.2	Carpark
29/05/17	502	Area S421 on EU Plan, by law 31.3	Storage
29/05/17	503	Area 457 on EU Plan, by law 31.2	Carpark
29/05/17	503	Area S405 on EU Plan, by law 31.3	Storage
29/05/17	504	Area 462 on EU Plan, by law 31.2	Carpark
29/05/17	504	Area S431 on EU Plan, by law 31.3	Storage
29/05/17	505	Area 506 on EU Plan, by law 31.2	Carpark
29/05/17	505	Area S110 on EU plan, by law 31.3	Storage
29/05/17	506	Area 514 on EU Plan, by law 31.2	Carpark
29/05/17	506	Area S521 on EU Plan, by law 31.3	Storage
29/05/17	507	Area 527 on EU Plan, by law 31.2	Carpark
29/05/17	507	Area S512 on EU Plan, by law 31.3	Storage
29/05/17	601	Area 445 on EU Plan, by law 31.2	Carpark
29/05/17	601	Area S426 on EU Plan, By law 31.3	Storage
29/05/17	602	Area 443 on EU Plan, by law 31.2	Carpark
29/05/17	602	Area S419 on EU Plan, by law 31.3	Storage
29/05/17	603	Area 507 on EU Plan, by law 31.2	Carpark
29/05/17	603	Area S302 on EU Plan, by law 31.3	Storage
29/05/17	604	Area 502 on EU Plan, by law 31.2	Carpark
29/05/17	604	Area S321 on EU Plan, by law 31.3	Storage
29/05/17	605	Area 539 on EU Plan, by law 31.2	Carpark
29/05/17	605	Area S 515 on EU Plan, by law 31.3	Storage
29/05/17	702	Area 429 on EU Plan, by law 31.2	Carpark
29/05/17	702	Area S418 on EU Plan, by law 31.3	Storage
29/05/17	703	Area 501 on EU Plan, by law 31.2	Carpark

given with this certificate and listed below

Date of Resolution	Lot	Description	Conditions
29/05/17	703	Area S522 on EU Plan, by law 31.3	Storage
29/05/17	704	Area 401 on EU Plan, by law 31.2	Carpark
29/05/17	704	Area S436 on EU Plan, by law 31.3	Storage
29/05/17	705	Area 525 on EU Plan, by law 31.2	Carpark
29/05/17	705	Area S508 on EU Plan, by law 31.3	Storage
29/05/17	801	Area 419 on EU Plan, by law 31.2	Carpark
29/05/17	801	Area S407 on EU Plan, by law 31.3	Storage
29/05/17	802	Area 425 on EU Plan, by law 31.2	Carpark
29/05/17	802	Area S420 on EU Plan, by law 31.3	Storage
29/05/17	803	Area 456 on EU Plan, by law 31.2	Carpark
29/05/17	803	Area S434 on EU Plan, by law 31.3	Storage
29/05/17	804	Area 451 on EU Plan, by law 31.2	Carpark
29/05/17	804	Area S435 on EU Plan, by law 31.3	Storage
29/05/17	805	Area 427 on EU Plan, by law 31.2	Carpark
29/05/17	805	Area S402 on EU Plan, by law 31.3	Storage
29/05/17	901	Area 418 on EU Plan, by law 31.2	Carpark
29/05/17	901	Area S406 on EU Plan, by law 31.3	Storage
29/05/17	902	Area 421 on EU Plan, by law 31.2	Carpark
29/05/17	902	Area S408 on EU Plan, by law 31.3	Storage
29/05/17	904	Area 537 on EU Plan, by law 31.2	Carpark
29/05/17	904	Area S417 on EU Plan, by law 31.3	Storage
29/05/17	905	Area 423 on EU Plan, by law 31.2	Carpark
29/05/17	905	Area S409 on EU Plan, by law 31.3	Storage
29/05/17	1001	Area 417 on EU Plan, by law 31.2	Carpark
29/05/17	1001	Area S410 on EU Plan, by law 31.3	Storage
29/05/17	1002	Area 341 on EU Plan, by law 31.2	Carpark
29/05/17	1002	Area S316 on EU Plan, by law 31.3	Storage
29/05/17	1003	Area 523 on EU Plan, by law 31.2	Carpark
29/05/17	1003	Area S502 on EU Plan, by law 31.3	Storage
29/05/17	1004	Area 503 on EU Plan, by law 31.2	Carpark
29/05/17	1004	Area S523 on EU Plan, By law 31.3	Storage
29/05/17	1005	Area 343 on EU Plan, by law 31.2	Carpark
29/05/17	1005	Area S319 on EU Plan, by law 31.3	Storage
29/05/17	1101	Area 416 on EU Plan, by law 31.2	Carpark
29/05/17	1101	Area S411 on EU Plan, by law 31.3	Storage
29/05/17	1102	Area 337 on EU Plan, by law 31.2	Carpark
29/05/17	1102	Area S318 on EU Plan, by law 31.3	Storage
29/05/17	1103	Area 518 on EU Plan, by law 31.2	Carpark
29/05/17	1103	Area S520 on EU Plan, by law 31.3	Storage
29/05/17	1104	Area 535 on EU Plan, By law 31.2	Carpark
29/05/17	1104	Area S509 on EU Plan, BY law 31.3	Storage
29/05/17	1105	Area 339 on EU Plan, by law 31.2	Carpark
29/05/17	1105	Area S317 on EU Plan, By law 31.3	Storage
29/05/17	1201	Area 415 on EU Plan, By law 31.2	Carpark
29/05/17	1201	Area S412 on EU Plan, by law 31.3	Storage
29/05/17	1202	Area 333 on EU Plan, by law 31.2	Carpark
29/05/17	1202	Area S312 on EU Plan, by law 31.3	Storage
29/05/17	1203	Area 464 on EU Plan, by law 31.2	Carpark
29/05/17	1203	Area S433 on EU Plan, by law 31.3	Storage
29/05/27	1204	Area 448 & 449 on EU Plan, by law 31.2	Carpark

given with this certificate and listed below

Date of Resolution	Lot	Description	Conditions
29/05/17	1204	Area S424 on EU Plan, by law 31.3	Storage
29/05/17	1205	Area 335 on EU Plan, by law 31.2	Carpark
29/05/17	1205	Area S313 on EU Plan, by law 31.3	Storage
29/05/17	1301	Area 414 on EU Plan, by law 31.2	Carpark
29/05/17	1301	Area S413 on EU Plan, by law 31.3	Storage
29/05/17	1302	Area 329 & 318 on EU Plan, by law 31.2	Carpark
29/05/17	1302	Area S310 on EU Plan, by law 31.3	Storage
29/05/17	1303	Area 463 on EU Plan, by law 31.2	Carpark
29/05/17	1303	Area S432 on EU Plan, by law 31.3	Storage
29/05/17	1304	Area 519 on EU Plan, by law 31.2	Carpark
29/05/17	1305	Area 331 on EU Plan, by law 31.2	Carpark
29/05/17	1305	Area S311 on EU Plan, by law 31.3	Storage
29/05/17	1304	Area S519 on EU Plan, by law 31.3	Storage
29/05/17	1401	Area 409 on EU Plan, by law 31.2	Carpark
29/05/17	1401	Area S322 on EU Plan, by law 31.3	Storage
29/05/17	1402	Area 325 on EU Plan, by law 31.2	Carpark
29/05/17	1402	Area S307 on EU Plan, by law 31.3	Storage
29/05/17	1403	Area 524 on EU Plan, by law 31.2	Carpark
29/05/17	1403	Area S501 on EU Plan, by law 31.3	Storage
29/05/17	1404	Area 520 on EU Plan, by law 31.2	Carpark
29/05/17	1404	Area S518 on EU Plan, by law 31.3	Storage
29/05/17	1405	Area 327 on EU Plan, by law 31.2	Carpark
29/05/17	1405	Area S309 on EU Plan, by law 31.3	Storage
29/05/17	1501	Area 408 on EU Plan, by law 31.2	Carpark
29/05/17	1501	Area S323 on EU Plan, by law 31.3	Storage
29/05/17	1502	Area 243 on EU Plan, by law 31.2	Carpark
29/05/17	1502	Area S214 on EU plan, by law 31.3	Storage
29/05/17	1503	Area 450 on EU Plan, by law 31.2	Carpark
29/05/17	1503	Area S423 on EU Plan, by law 31.3	Storage
29/05/17	1504	Area 350 & 349 on EU Plan, by law 31.2	Carpark
29/05/17	1504	Area S320 on EU Plan, by law 31.3	Storage
29/05/17	1505	Area 323 on EU Plan, by law 31.2	Carpark
29/05/17	1505	Area S306 on EU Plan, by law 31.3	Storage
29/05/17	1601	Area 407 on EU Plan, by law 31.2	Carpark
29/05/17	1601	Area S324 on EU Plan, by law 31.3	Storage
29/05/17	1602	Area 239 on EU Plan, by law 31.2	Carpark
29/05/17	1602	Area S216 on EU Plan, by law 31.3	Storage
29/05/17	1603	Area 138 & 139 on EU Plan by law 31.2	Carpark
29/05/17	1603	Area S231 on EU Plan, by law 31.3	Storage
29/05/17	1604	Area 241 on EU Plan, by law 31.2	Carpark
29/05/17	1604	Area S217 on EU Plan, by law 31.3	Storage
29/05/17	1701	Area 406 on EU Plan, by law 31.2	Carpark
29/05/17	1701	Area S325 on EU Plan, by law 31.3	Storage
29/05/17	1702	Area 235 on EU Plan, by law 31.2	Carpark
29/05/17	1702	Area S213 on EU Plan, by law 31.3	Storage
29/05/17	1703	Area 345 & 346 on EU Plan, by law 31.2	Carpark
29/05/17	1703	Area S326 on EU Plan, by law 31.3	Storage
29/05/17	1704	Area 237 on EU Plan, by law 31.2	Carpark
29/05/17	1704	Area S215 on EU Plan, by law 31.3	Storage
29/05/17	1801	Area 405 on EU Plan, by law 31.2	Carpark

given with this certificate and listed below

Date of Resolution	Lot	Description	Conditions
29/05/17	1801	Area S209 on EU Plan, by law 31.3	Storage
29/05/17	1802	Area 231 on EU Plan, by law 31.2	Carpark
29/05/17	1802	Area S211 on EU Plan, by law 31.3	Storage
29/05/17	1803	Area 307 & 308 on EU Plan, by law 31.2	Carpark
29/05/17	1803	Area S333 on EU Plan, by law 31.3	Storage
29/05/17	1804	Area 233 on EU Plan, by law 31.2	Carpark
29/05/17	1804	Area S212 on EU Plan, by law 31.3	Storage
29/05/17	1901	Area 404 on EU Plan, by law 31.2	Carpark
29/05/17	1901	Area S210 on EU Plan, by law 31.3	Storage
29/05/17	1902	Area 227 on EU Plan, by law 31.2	Carpark
29/05/17	1903	Area 305 & 306 & 347 on EU Plan, by law 31.2	Carpark
29/05/17	1903	Area S334 on EU Plan, by law 31.3	Storage
29/05/17	1904	Area 229 on EU Plan, by law 31.2	Carpark
29/05/17	1904	Area S205 on EU Plan, by law 31.3	Storage
29/05/17	1902	Area S206 on EU Plan, by law 31.3	Storage
29/05/17	2001	Area 403 on EU Plan, by law 31.2	Carpark
29/05/17	2001	Area S219 on EU Plan, by law 31.3	Storage
29/05/17	2002	Area 223 on EU Plan, by law 31.2	Carpark
29/05/17	2002	Area S208 on EU Plan, by law 31.3	Storage
29/05/17	2003	Area 303 & 304 on EU Plan, by law 31.2	Carpark
29/05/17	2003	Area S335 on EU Plan, by law 31.3	Storage
29/05/17	2004	Area 225 on EU Plan, by law 31.2	Carpark
29/05/17	2004	Area S207 on EU Plan, by law 31.3	Storage
29/05/17	2101	Area 402 on EU Plan, by law 31.2	Carpark
29/05/17	2101	Area S220 on EU Plan, by law 31.3	Storage
29/05/17	2102	Area 126 on EU Plan, by law 31.2	Carpark
29/05/17	2102	Area S108 on EU Plan, by law 31.3	Storage
29/05/17	2103	Area 310 & 302 on EU Plan, by law 31.2	Carpark
29/05/17	2103	Area S336 on EU Plan, by Law 31.3	Storage
29/05/17	2104	Area 221 on EU Plan, by law 31.2	Carpark
29/05/17	2104	Area S204 on EU Plan, by law 31.3	Storage
29/05/17	2201	Area 509 on EU Plan, by law 31.2	Carpark
29/05/17	2201	Area S314 on EU Plan, by law 31.3	Storage
29/05/17	2202	Area 122 on EU Plan, by law 31.2	Carpark
29/05/17	2202	Area S113 on EU Plan, by law 31.3	Storage
29/05/17	2203	Area 357 & 358 on EU Plan, by law 31.2	Carpark
29/05/17	2203	Area S 337 on EU Plan, by law 31.3	Storage
29/05/17	2204	Area 124 on EU Plan, by law 31.2	Carpark
29/05/17	2204	Area S104 on EU Plan, by law 31.3	Storage
29/05/17	2302	Area 118 on EU Plan, by law 31.2	Carpark
29/05/17	2302	Area S111 on EU Plan, by law 31.3	Storage
29/05/17	2303	Area 359 & 360 on EU Plan, by law 31.2	Carpark
29/05/17	2303	Area S338 on EU Plan, by law 31.3	Storage
29/05/17	2304	Area 120 on EU Plan, by law 31.2	Carpark
29/05/17	2304	Area S112 on EU Plan, by law 31.3	Storage
29/05/17	2401	Area 521 on EU Plan, by law 31.2	Carpark
29/05/17	2401	Area S507 on EU Plan, by law 31.3	Storage
29/05/17	2402	Area 114 on EU Plan, by law 31.2	Carpark
29/05/17	2402	Area S109 on EU Plan, By law 31.3	Storage
29/05/17	2403	Area 319 & 320 on EU Plan, by law 31.2	Carpark

given with this certificate and listed below

Date of Resolution	Lot	Description	Conditions
29/05/17	2403	Area S301 on EU Plan, by law 31.3	Storage
29/05/17	2404	Area 533 on EU Plan, by law 31.2	Carpark
29/05/17	2404	Area S510 on EU Plan, by law 31.3	Storage
29/05/17	2501	Area 116 on EU Plan, by law 31.2	Carpark
29/05/17	2501	Area S303 on EU Plan, by law 31.3	Storage
29/05/17	2502	Area 110 on EU Plan, by Law 31.2	Carpark
29/05/17	2502	Area S106 on EU Plan, by law 31.3	Storage
29/05/17	2503	Area 510 & 511 on EU Plan, by law 31.2	Carpark
29/05/17	2503	Area S516 on EU Plan, by law 31.3	Storage
29/05/17	2504	Area 112 on EU Plan, by law 31.2	Carpark
29/05/17	2504	Area S107 on EU Plan, by law 31.3	Storage
29/05/17	2601	Area 505 on EU Plan, by law 31.2	Carpark
29/05/17	2601	Area S304 on EU Plan, by law 31.3	Storage
29/05/17	2602	Area 106 on EU Plan, by law 31.2	Carpark
29/05/17	2602	Area S102 on EU Plan, by law 31.3	Storage
29/05/17	2603	Area 512 & 513 on EU Plan, by law 31.2	Carpark
29/05/17	2603	Area S517 on EU Plan, by law 31.3	Storage
29/05/17	2701	Area 504 on EU Plan, by law 31.2	Carpark
29/05/17	2701	Area S305 on EU Plan, by law 31.3	Storage
29/05/17	2702	Area 104 on EU Plan, by law 31.2	Carpark
29/05/17	2702	Area S101 on EU Plan, by law 31.3	Storage
29/05/17	2703	Area 361 & 362 on EU Plan, by law 31.2	Carpark
29/05/17	2703	Area S331 on EU Plan, by law 31.3	Storage
29/05/17	2704	Area 321 on EU Plan, by law 31.2	Carpark
29/05/17	2704	Area S308 on EU Plan, by law 31.3	Storage
29/05/17	2801	Area 212, 213, 214 & 215 on EU Plan, by law 31.2	Carpark
29/05/17	2801	Area S225 on EU Plan, by law 31.3	Storage
29/05/17	2801	Area 209, 210, 211 & 216 on EU Plan, by law 31.2	Carpark
29/05/17	2802	Area S224 on EU Plan, by law 31.3	Storage
29/05/17	3001	Area 205 & 206 on EU Plan, by law 31.2	Carpark
29/05/17	3001	Area S230 on EU Plan, by law 31.3	Storage
29/05/17	3002	Area 363 & 364 on EU Plan, by law 31.2	Carpark
29/05/17	3002	Area S223 on EU Plan, by law 31.3	Storage
29/05/17	3003	Area 207 & 208 on EU Plan, by law 31.2	Carpark
29/05/17	3003	Area S202 on EU Plan, by law 31.3	Storage
29/05/17	3101	Area 210 & 202 on EU Plan, by law 31.2	Carpark
29/05/17	3101	Area S229 on EU Plan, by law 31.3	Storage
29/05/17	3102	Area 412 & 413 on EU Plan, by law 31.2	Carpark
29/05/17	3102	Area S430 on EU Plan, by law 31.3	Storage
29/05/17	3103	Area 203 & 204 on EU Plan, by law 31.2	Carpark
29/05/17	3103	Area S228 on EU Plan, by law 31.3	Storage
29/05/17	3201	Area 259 & 260 on EU Plan, by law 31.2	Carpark
29/05/17	3201	Area S233 on EU Plan, by law 31.3	Storage
29/05/17	3202	Area 410, 411 & 447 on EU Plan, by law 31.2	Carpark
29/05/17	3202	Area S429 on EU Plan, by law 31.3	Storage
29/05/17	3203	Area 257 & 258 on EU Plan, by law 31.2	Carpark
29/05/17	3203	Area S232 on EU Plan, by law 31.3	Storage
29/05/17	3301	Area 263 & 264 on EU Plan, by law 31.2	Carpark
29/05/17	3301	Area S227 on EU Plan, by law 31.3	Storage
29/05/17	3302	Area 454 & 455 on EU Plan, by law 31.2	Carpark

given with this certificate and listed below

Date of Resolution	Lot	Description	Conditions
29/05/17	3302	Area S428 on EU Plan, by law 31.3	Storage
29/05/17	3303	Area 261 & 262 on EU Plan, by law 31.2	Carpark
29/05/17	3303	Area S226 on EU Plan, by law 31.3	Storage
29/05/17	3401	Area 137, 142 & 143 on EU Plan, by law 31.2	Carpark
29/05/17	3401	Area S116 on EU Plan, by law 31.3	Storage
29/05/17	3402	Area 452 & 453 on EU Plan, by law 31.2	Carpark
29/05/17	3402	Area S427 on EU Plan, by law 31.3	Storage
29/05/17	3403	Area 140 & 141 on EU Plan, by law 31.2	Carpark
29/05/17	3403	Area S115 on EU Plan, by law 31.3	Storage
29/05/17	3501	Area 351, 352 & 353 on EU Plan, by law 31.2	Carpark
29/05/17	3501	Area S327 on EU Plan, by law 31.3	Storage
29/05/17	3502	Area 315, 316 & 317 on EU Plan, by law 31.2	Carpark
29/05/17	3502	Area S221 on EU Plan, by law 31.3	Storage
29/05/17	3601	Area 251, 252 & 253 on EU Plan, by law 31.2	Carpark
29/05/17	3601	Area S222 on EU Plan, by law 31.3	Storage
29/05/17	3602	Area 312, 313 & 314 on EU Plan, by law 31.2	Carpark
29/05/17	3602	Area S330 on EU Plan, by law 31.3	Storage
29/05/17	3701	Area 309, 310 & 311 on EU Plan, by law 31.2	Carpark
29/05/17	3701	Area S329 on EU Plan, by law 31.3	Storage
29/05/17	3702	Area 313, 132 & 133 on EU plan, by law 31.2	Carpark
29/05/17	3702	Area S203 on EU Plan, by law 31.3	Storage
29/05/17	3801	Area 134, 135 & 136 on EU Plan, by law 31.2	Carpark
29/05/17	3801	Area S114 on EU Plan, by law 31.3	Storage
29/05/17	3802	Area 354, 355 & 356 on EU Plan, by law 31.2	Carpark
29/05/17	3802	Area S328 on EU Plan, by law 31.3	Storage
29/05/17	3901	Area 128, 129 & 130 on EU Plan, by law 31.2	Carpark
29/05/17	3901	Area S218 on EU Plan, by law 31.3	Storage
29/05/17	3902	Area 254, 255 & 256 on EU Plan, by law 31.2	Carpark
29/05/17	3902	Area S223 on EU Plan, by law 31.3	Storage
29/05/17	4002	Area 217 & 218 on EU Plan, by law 31.2	Carpark
29/05/17	4002	Area S201 on EU Plan, by law 31.3	Storage
29/05/17	4101	Area 247, 246 & 245 on EU Plan, by law 31.2	Carpark
29/05/17	4101	Area S234 on EU Plan, by law 31.3	Storage
29/05/17	4102	Area 250, 248 & 249 on EU Plan, by law 31.2	Carpark
29/05/17	4102	Area S103 on EU Plan, by law 31.3	Storage
29/05/17	2301	Area 508 on EU Plan, by law 31.2	Carpark

Lot entitlements and financial information

Lot entitlementments

Lot entitlementments 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 entitlementments – a contribution schedule of lot entitlementments and an interest schedule of lot entitlementments, outlining the entitlementments for each lot in the scheme. The contribution schedule lot entitlementment 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 entitlementment 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 entitlementments and therefore may pay different contributions to the body corporate's expenses.

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

Contribution schedule

Contribution schedule lot entitlementment for the lot: **69.00**

Total contribution schedule lot entitlementments for all lots: **10,179.00**

Interest schedule

Interest schedule lot entitlementment for the lot: **581.00**

Total interest schedule lot entitlementments for all lots: **57,378.00**

Statement of accounts

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

Owner contributions (levies)

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

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

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

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

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

Body corporate debts

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

Owner contributions and amounts owing

Administrative fund contributions

Total amount of contributions (before any discount) for lot **2403** for the current financial year: \$ **\$9,184.20**

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

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

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

Due date	Amount due	Amount due if discount applied	Paid
01/05/24	2,066.42	2,066.42	17/04/24
01/08/24	2,066.42	2,066.42	02/07/24
05/11/24	2,525.68	2,525.68	07/10/24
01/02/25	2,525.68	2,525.68	27/12/24
01/05/25	2,525.68	2,525.68	21/03/25
01/08/25	2,525.68	2,525.68	28/07/25
			Amount overdue
			Nil
			Amount Unpaid including amounts billed not yet due
			\$0.00

Sinking fund contributions

Total amount of contributions (before any discount) for lot **2403** for the current financial year: \$ **\$2,013.26**

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

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

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

Due date	Amount due	Amount due if discount applied	Paid
01/05/24	484.67	484.67	17/04/24
01/08/24	484.67	484.67	02/07/24
05/11/24	521.96	521.96	07/10/24
01/02/25	521.96	521.96	27/12/24
01/05/25	521.96	521.96	21/03/25
01/08/25	521.96	521.96	28/07/25
			Amount overdue
			\$0.00
			Amount Unpaid including amounts billed not yet due
			\$0.00

Special contributions - Administrative Fund (IF ANY)

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

Total amount of contributions (before any discount) **Nil**

Number of instalments: **0** (outlined below)

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

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

Due date	Amount due	Amount due if discount applied	Paid
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Amount overdue **Nil**
Amount Unpaid including amounts billed not yet due **\$0.00**

Special contributions - Sinking Fund (IF ANY)

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

Total amount of contributions (before any discount) **\$1,118.50**

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

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

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

Due date	Amount due	Amount due if discount applied	Paid
05/11/24	559.25	559.25	07/10/24
01/02/25	559.25	559.25	27/12/24
01/05/25	559.25	559.25	21/03/25
01/08/25	559.25	559.25	28/07/25
		Amount overdue	Nil
		Amount Unpaid including amounts billed not yet due	Nil

Other contributions

	Due date	Amount due	Amount due if discount applied	Paid
Insurance Fund	01/05/24	812.57	812.57	17/04/24
Insurance Fund	01/08/24	812.57	812.57	02/07/24
Insurance Fund	05/11/24	813.90	813.90	07/10/24
Insurance Fund	01/02/25	813.90	813.90	27/12/24
Insurance Fund	01/05/25	813.90	813.90	21/03/25
Insurance Fund	01/08/25	813.90	813.90	28/07/25

Other amounts payable by the lot owner

Purpose	Fund	Amount	Due date	Amount
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Summary of amounts due but not paid by the current owner

At the date of this certificate

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

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

Common property and assets

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

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

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

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

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

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

Yes - you can obtain a copy from the body corporate records - last sinking fund report: 29/06/23

Current sinking fund balance (as at date of certificate): \$ 985,749.62

Improvements to common property the lot owner is responsible for

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

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

Date	Description	Conditions
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Body corporate assets

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

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

Description	Type	Acquisition	Supplier	Original Cost	Cost To Date	Market Value
Meeting room chairs	Furniture & Fittings		Developer			25,000.00
Concierge area chairs and table	Furniture & Fittings					14,000.00
Leaf blower	Office Equipment					200.00
Pool vacuum	Plant and Machinery					626.00
Diesel pumps	Plant and Machinery					4,800.00
Electric drill	Plant and Machinery					159.00
Additional bins	Furniture & Fittings					630.00
Coat racks	Furniture & Fittings					400.00
Pendant lights on lobby floors	Furniture & Fittings		Developer			77,000.00
Ladders	Office Equipment					600.00
Gold signs	Furniture & Fittings	01/01/18				850.00
Floor polisher 27/5/19 INV41126	Plant and Machinery	30/05/19	Floorex Products Swan Hill VIC Polisher -INV41126	30.40	0.00	1,857.86
Book shelf 19/12	Office Equipment	10/01/22	MONTAGUE CONSTRUCTIONS 10 Fiesta Court Everton Hills QLD 4053 Book Shelf 19/12	1,600.00	0.00	1,600.00
Concierge desk and chair	Furniture & Fittings	01/02/24				8,000.00
Pressure cleaner	Plant and Machinery	15/10/24				829.00

Insurance

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

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

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

Body corporate insurance policies

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

TYPE/COMPANY	POLICY NO.	SUM INSURED	PREMIUM	DUE DATE	EXCESS
BUILDING CHU UNDERWRITING	HU0006084768	264,765,155.00	481,445.63	27/05/26	30,000 Standard/5,000 Machinery Breakdown 50,000 WD/BP/Malicious Damage
PUBLIC LIABILITY CHU UNDERWRITING	HU0006084768	50,000,000.00	Included	27/05/26	30,000 Standard/5,000 Machinery Breakdown 50,000 WD/BP/Malicious Damage
OFFICE BEARERS CHU UNDERWRITING	HU0006084768	5,000,000.00	Included	27/05/26	30,000 Standard/5,000 Machinery Breakdown 50,000 WD/BP/Malicious Damage
MACHINERY BREAKDOWN CHU UNDERWRITING	HU0006084768	250,000.00	Included	27/05/26	30,000 Standard/5,000 Machinery Breakdown 50,000 WD/BP/Malicious Damage

Body corporate insurance policies

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

TYPE/COMPANY	POLICY NO.	SUM INSURED	PREMIUM	DUE DATE	EXCESS
BUILDING CATASTROPHE CHU UNDERWRITING	HU0006084768	79,429,546.00	Included	27/05/26	30,000 Standard/5,000 Machinery Breakdown 50,000 WD/BP/Malicious Damage

Alternative insurance

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

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

No

Lot owner and occupier insurance

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

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

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

Contracts and authorisations

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

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

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

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

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

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

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

Has the body corporate engaged a caretaking services contractor for the scheme?**Yes - Name of caretaking service contractor engaged:** Cambridge Management Services Pty Ltd**Has the body corporate authorised a letting agent for the scheme?****Yes - Name of authorised letting agent:** Cambridge Management Services Pty Ltd**Embedded network electricity supply****Is there an arrangement to supply electricity to occupiers in the community titles scheme through an embedded network?****Yes**

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 Archers BCM (Brisbane) Pty Ltd**Positions/s held** Body Corporate Manager**Date** 03/09/2025**Signature/s** _____

Copies of documents given with this certificate:

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

Abian Botanic Gardens community titles scheme

SCHEDULE C	BY-LAWS
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1. Definitions and Interpretation

1.1 Definitions

In this CMS:

Approved Storage Device means an appropriate storage device for use in car park areas and approved by the Committee.

BCCMA means the Body Corporate and Community Management Act 1997.

BCCM Regulations means the Regulation Module for the BCCMA set out in Item 2 of this document.

Bicycle means all bicycles including, but not limited to, push bikes, electric bikes and E-Bikes.

BMS means the BMS which burdens the Scheme Land.

Body Corporate means the body corporate for the Scheme.

Building means any building or improvement on Scheme Land.

By-law means these By-laws or any part of them.

Caretaker means the person appointed as the Body Corporate's service contractor to, amongst other things, maintain and repair the Common Property under an agreement with the Body Corporate.

Charging Device means the charging device including any associated cables, meters or other equipment.

CMS means this Community Management Statement.

Committee means the committee (as defined in the BCCMA) of the Body Corporate.

Common Property means the common property for the Scheme.

Concierge means the person or their employee or agent appointed from time to time as the 'Concierge' for the Scheme Land.

Electric Vehicle means a vehicle that uses an electric motor and runs in whole or in part on battery power and includes, without limitation, cars, vans, E-bikes, E-Scooters and plug-in hybrid vehicles.

Garbage means any garbage or refuse, and includes any items that are recyclable.

Invitee means a person invited by an Owner or Occupier onto their Lot or Common Property on a short-term basis.

Law means:

- (a) any statute, regulation or subordinate legislation of the Commonwealth of Australia, the State of Queensland or local or other government in force in the State of Queensland;
- (b) the common law and principles of equity as applied from time to time in the State of Queensland; and
- (c) any code, ruling, guideline, policy or other instrument that is legally binding on the persons to which it applies.

Lot means any lot in the Scheme.

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Concierge means the person appointed as the 'Concierge' under the 'Concierge Agreement' entered, or to be entered, into by the person and the Body Corporate for the provision of concierge and management services to the Body Corporate.

Occupation Authority means a written authority from the Body Corporate given to the Caretaker or the Concierge to occupy part of the Common Property in accordance with the BCCM Regulations.

Occupier has the meaning given in the BCCMA.

Original Owner has the meaning given in the BCCMA.

Owner has the meaning given in the BCCMA.

Pool Area means the swimming pool area and spa area.

Recreation Facilities means the Pool Area, gym, treatment area and meeting room.

Secretary means the secretary of the Body Corporate appointed under the BCCMA.

Scheme means the Abian Botanic Gardens Community Titles Scheme.

Scheme Land means the Lots and Common Property and includes any combination of them.

1.2 Interpretation

In this document:

- (a) headings are for convenience only and do not affect interpretation;
and unless the context indicates a contrary intention:
- (b) an obligation or a liability assumed by, or a right conferred on, 2 or more persons binds or benefits them jointly and severally;
- (c) "person" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (d) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation;
- (e) a reference to a document (including this document) is to that document as varied, novated, ratified or replaced from time to time;
- (f) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (g) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (h) a reference to a party, By-law, schedule, exhibit, attachment or annexure is a reference to a party, By-law, schedule, exhibit, attachment or annexure to or of this document, and a reference to this document includes all schedules, exhibits, attachments and annexures to it;
- (i) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning; and
- (j) "includes" in any form is not a word of limitation.

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2. Use of Lots

2.1 An Owner or Occupier must only use a Lot:

- (a) for residential purposes; or
- (b) for a home-based business, in accordance with all Laws and these By-laws.

2.2 An Owner or Occupier must not use a Lot for home-based business purposes, unless they:

- (a) conduct the home-based business entirely within the Lot;
- (b) comply with the requirements of any Authority in relation to the running of the home-based business, including any permits or insurances;
- (c) not unreasonably interfere with the amenity of the Owners or Occupiers; and
- (d) obey the reasonable directions and requirements of the Body Corporate in relation to such use.

2.3 An Owner or Occupier must not use their Lot or permit their Lot to be used for:

- (a) any illegal or immoral purposes or any purpose inconsistent with community standards; or
- (b) any purpose which may interfere with the peaceful enjoyment of a person lawfully on another Lot or the Common Property; or
- (c) any purpose that may cause a nuisance or hazard or that may endanger the safety or good reputation of another Owner or Occupier.

2.4 An Occupier must not, without the Body Corporate's written consent, use or store any chemicals, burning fluids, acetylene gas or alcohol in the Lot or on Common Property, other than:

- (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes;
- (b) any chemical, liquid gas or other material in a fuel tank of a motor vehicle or other engine; or
- (c) as otherwise permitted by a By-law.

2.5 Notwithstanding By-law 2 an Occupier must not in any other way cause a risk of fire or explosion on the Scheme Land or take any action or omit to take any action which results in the increase in the cost of fire insurance or the breach of any Law.

2.6 An Owner must ensure that any lease of their Lot complies with the City Plan of the Brisbane City Council and any licences and approvals required. This includes, without limitation, any Brisbane City Council licences, approvals and requirements in respect to short-term rentals.

3. Appearance/Alterations

3.1 Alterations and Improvements

An Occupier must not:

- (a) install, construct, erect or affix anything on the balcony of its Lot or the terrace areas allocated to its Lot; or
- (b) make a change to the external appearance of a Lot, including:
 - (i) installing external wireless and television aerials; or

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- (ii) structural alterations to or permanently enclose, cover or partially cover a balcony, veranda, terrace or court yard of a Lot.

3.2 Appearance

- (a) A person must not hang any washing, towel, bedding, clothing or other item or display any sign, advertisement, placard, banner, pamphlet or similar article or notice on any part of a Lot so that it is visible from outside the Lot or the Common Property or outside of the Scheme Land.
- (b) The external appearance of blinds, curtains and other window treatments visible from outside the Lot must be of a dark shade and must otherwise conform to the standards specified, or otherwise be approved, by the Committee.
- (c) Occupiers must keep any windows visible from outside their Lot clean and, if broken or cracked, promptly replaced with fresh glass of the same kind, colour and weight as that of the glass before it was damaged.
- (d) If an Occupier fails to comply with By-law 3.2(c), then the Body Corporate, and persons authorised by it, may enter upon the Lot to carry out such responsibilities. The Occupier will be liable for the costs incurred by the Body Corporate and must be paid by the Occupier on demand.
- (e) If a plant is visible from outside a Lot then the plant must be kept in good condition and appropriately pruned and dead plants must be removed promptly.

3.3 Maintenance of Lots

- (a) Lots must be kept clean, maintained in good order and condition and kept free of rubbish and vermin.
- (b) All Occupiers must carry out repairs to Lots in a prompt and workmanlike manner.
- (c) Garbage may only be disposed in the areas on each level designated for Garbage disposal and otherwise in the manner directed by the Body Corporate from time to time.
- (d) An Occupier must not throw, allow to fall or permit to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substances out of the windows or doors or down the staircase, from balconies, from the roof or in passageways of the Scheme.
- (e) If an Occupier breaches By-law 3.3(d), the Occupier will bear the cost of any damage, cleaning or repair caused by the breach.

4. Conduct of Occupiers

4.1 Behaviour

All Occupiers using the Common Property must at all times:

- (a) behave in a proper and orderly way;
- (b) exercise caution and behave in a manner that is not likely to interfere with the use and enjoyment of the Common Property by other persons; and
- (c) show proper regard to the rights of others to peaceably enjoy the Common Property and neighbouring areas.

4.2 Nuisance

No Occupier on the Common Property or within their Lot may:

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- (a) carry on any noxious, unlawful, or offensive trade or activity, including any activity which may damage the reputation of the Body Corporate or the Scheme; or
- (b) do anything else which may be or become an annoyance or nuisance to the neighbourhood.

4.3 Noise

- (a) An Occupier must not:
 - (i) create any noise likely to interfere with the peaceful enjoyment of another Lot or any person lawfully using the Common Property; or
 - (ii) hold or permit to be held a social gathering which would cause any noise which unlawfully interferes with the peaceful enjoyment of a Lot or any person lawfully using the Common Property.
- (b) In the event of unavoidable noise in a Lot, an Occupier must take all practical steps to minimise annoyance to other Occupiers by closing all doors, windows and curtains of their Lot. The Occupier must also request any steps within their power for the same purpose.

4.4 Smoking

An Occupier, or invitee must not engage in or allow:

- (a) smoking, or the use of any vaping or e-cigarette products, in any areas of the Common Property; and
- (b) smoking, or the use of any vaping or e-cigarette products, on any balconies or within a Lot in such a way that is likely to create a health hazard or to interfere with the peaceful enjoyment of any person lawfully on another Lot or using the Common Property.

4.5 Security of Lots

Windows and external doors in Lots must be locked when nobody is in the Lot. The Committee reserves the right to enter and fasten an Occupier's windows or external doors if they are left insecurely fastened.

5. Use Of Common Property

5.1 Generally

- (a) An Occupier must not obstruct lawful use of the Common Property by any person.
- (b) An Occupier must not use the Common Property for its own purposes unless the use of the Common Property is permitted under these By-laws or any lease, agreement, or arrangement with the Body Corporate.
- (c) An Occupier may not erect any sign on Common Property except with prior Body Corporate approval and then only on such terms as it determines.
- (d) Skateboards, skates, roller blades or similar recreational devices may not be used anywhere on the Common Property.

5.2 Rubbish

An Occupier using the Common Property must:

- (a) deposit all Garbage in receptacles provided on the Common Property;

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- (b) not deposit in those receptacles Garbage or other rubbish from other sources; and
- (c) not deposit any rubbish, dust or other material likely to interfere with the peaceful enjoyment of any person lawfully using the Common Property.

5.3 Drainage

No Occupier may do or to the extent it is within their control, permit anything that obstructs the flow of surface and/or sub-surface drainage onto, across or from the Common Property.

5.4 Common Property Structures

An Occupier must not -

- (a) alter;
- (b) paint or otherwise mark;
- (c) drive nails, screws or anything else into; or
- (d) otherwise damage or deface,

any structure or fixture (including any irrigation equipment or piping, landscaping, lighting and paved areas) forming part of the Common Property except with prior Body Corporate approval.

5.5 Gardens

- (a) An Occupier must not:
 - (i) damage any lawn or garden;
 - (ii) damage or remove any plant or part of a plant; or
 - (iii) interfere with the operation of irrigation,on Common Property.
- (b) Occupiers must take all reasonable steps to preserve the natural fauna within the Common Property.

5.6 Committee may restrict access

- (a) Any areas of the Common Property used for:
 - (i) electrical substations, switchrooms, or control panels;
 - (ii) fire service control panels;
 - (iii) telephone exchanges; and
 - (iv) other services to the Lots and Common Property (or either of them),may be kept locked by the Committee (or its appointed representative) unless otherwise required by Law. Persons may not enter or open such locked areas without the prior consent of the Committee.
- (b) The Committee may use appropriate areas of the Common Property to store plant and equipment used for the performance of the Body Corporate's duties in respect of the Common Property. Any such areas may be locked and access is prohibited without the prior consent of the Committee.

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5.7 Access Devices

- (a) The Caretaker will manage the allocation of:
 - (i) Building access fobs or other electronic items which allow access to the Building (**Building Access Device**); and
 - (ii) Building keys which allow access to any Common Property door or lock (**Building Access Key**) together called **Access Devices**.
- (b) The Caretaker shall not issue an Access Device for any Lot which exceeds the maximum allocation, calculated as $(B + 3)$ where B represents the number of bedrooms in the Lot, unless a further allowance has been approved by the Body Corporate.
- (c) Only Access Devices which are issued by the Caretaker on behalf of the Body Corporate may be used. The Caretaker is empowered to deactivate or cancel without notice any unauthorized Access Device, including any Access Device provided by any person other than the Body Corporate or Caretaker.
- (d) The Body Corporate shall impose a non-refundable service fee for the provision of new or replacement Access Devices. The fee does not have the effect of transferring ownership of the Access Device to the Owner or Occupier.
- (e) An Owner may only provide an Access Device to a third party (including a tenant, invitee, contractor, agent or guest) if it first provides to the Caretaker the full name, contact phone number, residential address and email address, a copy of the tenancy or occupancy agreement and acceptable identification of the third party to the Caretaker's reasonable satisfaction.
- (f) The Caretaker may conduct an audit of Access Devices from time to time which shall involve:
 - (i) Requiring any person having an Access Device to report to the Caretaker personally and present the person's Access Devices for inspection.
 - (ii) Requiring any person having an Access Device to present acceptable identification
 - (iii) Requiring any person having an Access Device to advise up to date contact information
 - (iv) If after 30 days notice of the audit requirement an Access Device for a particular Lot is not presented in the way required by the audit, the Caretaker is authorised to impound, deactivate or cancel the Access Device,
- (g) Access Devices must not be left on Common Property, any mail box, or in an unsecured area including without limitation a public space such as Council land, in another property, within a lockbox whether for collection by third parties or otherwise. Owners and Occupiers must ensure that their agents comply with this by-law. The Caretaker is authorised to impound such Access Devices without notice.
- (h) An Owner, Occupier or other person who is issued with an Access Device must immediately notify the Caretaker if the Access Device is lost or misplaced. Any costs regarding the replacement of the Access Device will be borne by the Owner of the relevant Lot.
- (i) The Caretaker has the right to cancel or suspend the use of any Access Devices allocated to an Owner or Occupier where the obligations of this By-law are not adhered to by the Owner or Occupier of the relevant Lot.
- (j) Should a person gain access to the Scheme as a consequence of an Owner or Occupier breaching this by-law the Owner or Occupier in breach is responsible for any damage caused by that person and for any costs and expenses incurred by the Body Corporate in relation to such damage and or in re-securing the Scheme.

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6. VEHICLES AND BICYCLES

6.1 Vehicles

- (a) An Owner or Occupier must not park or stand any motor vehicle in the Common Property other than:
 - (i) in a designated parking area in accordance with these By-laws;
 - (ii) under By-law 31; or
 - (iii) with the consent of the Body Corporate.
- (b) An Owner or Occupier must not park or stand any motor vehicle on any part of the Common Property designated as visitor parking areas.
- (c) An Owner or Occupier may permit an invitee to park on Common property subject to the following conditions:
 - (i) Only invitees may park in the areas specifically designated for short-term visitor parking;
 - (ii) Invitees are only permitted to park in the designated area when they are visiting an Owner or Occupier at the Scheme;
 - (iii) Upon arrival, Invitees must register details of their vehicle with Concierge, including car registration, Lot being visited, contact details and estimated time of departure;
 - (iv) The Body Corporate may make, at its discretion, any additional rules in relation to visitor parking that are not inconsistent with these By-laws; and
 - (v) The Owner or Occupier who has permitted the Invitee to bring their vehicle onto the Common Property is responsible for ensuring these conditions are complied with and will be in breach By-laws if these conditions are not complied with.
- (d) Acting reasonably, the Committee acting on behalf of the Body corporate may (to the extent permitted by the BCCMA and at law generally) by majority authority remove, by towing or other means, any vehicle parked in contravention of any By-laws.
- (e) An Owner or Occupier must not wash a motor vehicle on Common Property except:
 - (i) in an area designated from time to time by the Committee; and
 - (ii) in accordance with directions prescribed for that purpose by the Committee.

6.2 BICYCLES

- (a) All Bicycles (whether owned by an Owner, Occupier or Invitee) must only be stored within a Lot or in any part of the Common Property designated by the Body Corporate for bicycle storage.
- (b) All Bicycles stored in the bicycle storage area must be tagged with the owner's name and unit number. A tag is not required if this is being stored in your exclusive use area.
- (c) Owners and Occupiers are responsible for the prevention of theft to their or their Invitees' Bicycles while stored on the Scheme.
- (d) The Committee acting on behalf of the Body Corporate is entitled to remove and dispose of any Bicycle not stored in accordance with these By-laws or otherwise abandoned on Common Property.

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7. Use Of Facilities

- (a) All facilities in Lots and the Common Property must be used properly and not for any purpose for which they were not designed.
- (b) An Occupier or Occupier must:
 - (i) turn off taps after use;
 - (ii) turn off hot water systems if a Lot will be unoccupied for a significant period; and
 - (iii) pay for any damage to other Lots or the Common Property caused by the improper use of plumbing in the Lot.

8. Rules for Use of Common Property and Recreation Facilities

8.1 Common Property Rules

- (a) The Committee may make rules relating to the Common Property and the use of Recreation Facilities and other facilities, provided the rules are not inconsistent with these By-laws.
- (b) Occupiers must observe any rules made by the Committee unless and until the rules are revoked by a majority resolution at a general meeting of the Body Corporate.

8.2 Use of Recreation Facilities

- (a) Subject to the rules and restrictions imposed in this By-law 8, each Occupier has the right to use the Recreation Facilities.
- (b) When using the Recreation Facilities, Occupiers and their invitees must:
 - (i) ensure that any invitees are accompanied by the Occupier;
 - (ii) be suitably attired;
 - (iii) comply with any rules (including signage) made from time to time by the Committee;
 - (iv) not adjust or interfere with the operation of any equipment associated with the recreation areas, unless the Occupier has proper authority from the Committee;
 - (v) not use the recreation areas between 10.00 pm and 6.00 am or such other hours as agreed to by the Committee; and
 - (vi) use any plant and equipment in accordance with directions and instructions given by the Committee or Caretaker.

8.3 Pool Area

When using the swimming pool and spa area on the Recreation Facilities, Occupiers and their invitees must:

- (a) ensure that children under the age of 16 are supervised by an Occupier over the age of 18;
- (b) not bring or consume alcohol in or around the pool; and
- (c) must not bring food, glass, breakable items and pets into the Pool Area.

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8.4 Reserved Areas

- (a) Part of the Recreation Facilities are subject to an Occupation Authority and the Concierge has the right to operate a reservation system (**Reserved Areas**).
- (b) In order to use the Reserved Areas, an Occupier must book the Reserved Area through the Reserved Area reservation system maintained by the Concierge.

9. Invitees and Guests

- (a) An Occupier must take reasonable steps to ensure that the Occupier's invitees do not behave in a way likely to interfere with the peaceful enjoyment of another Lot or someone else's peaceful enjoyment of the Common Property.
- (b) Occupiers must:
 - (i) ensure its servants, employees, agents, children, invitees, and guests comply with the duties and obligations imposed by these By-laws; and
 - (ii) if any of its servants, employees, agents, children, invitees, or guests fail to comply, promptly cause those persons to leave the Scheme Land.
- (c) An Occupier must compensate the Body Corporate for damage caused by the Occupier and its invitees and guests to the Common Property or any improvements or other things on the Common Property.
- (d) An Owner must use reasonable endeavours to require any tenant of its Lot (and the tenant's invitees) comply with these By-laws, including taking any appropriate action under the relevant tenancy agreement.

10. KEEPING OF ANIMALS

- (a) Subject to this By-law and the provisions of the BCCMA, an Owner or Occupier must not keep any dog, cat, bird, reptile or any animal of any other kind (collectively referred to in this By-law as "pet") upon their Lot, bring any pet onto Common Property or permit an Invitee to bring a pet onto the Common Property without the written approval of the Body Corporate.
- (b) Any such approval, if given, will apply only to the pet for which the approval is given and no other replacement or substitute or additional pet.
- (c) An Owner or Occupier wishing to bring onto to keep a pet on their Lot must submit a written application to the Body corporate to do so, providing details of the type, size, and age of the pet and a photograph of the pet ("application").
- (d) The Body Corporate may take into consideration the following matters when considering any application:
 - (i) whether the keeping of the pet would contravene a Law;
 - (ii) the unacceptable risk to the health and safety of an Owner or Occupier of a Lot should the application be approved;
 - (iii) whether or not such a risk could be reasonably managed by conditions imposed on the keeping of the pet;
 - (iv) the likely ability of the pet to reside on Scheme without unreasonable interference with or causing a nuisance to other Occupiers;

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- (v) if the applicant is a tenant, any written approval for the pet provided by the Owner; and
 - (vi) any other matter the Body Corporate, acting reasonably, considers relevant.
- (e) Any approval granted by the Body Corporate pursuant to this By-law 10 will be subject to any conditions that the Body Corporate may, in its discretion, impose.
- (f) Any Owner or Occupier found breaching this By-law 10 by keeping a pet on their Lot without the Body Corporate's approval will not be entitled to have the animal on Scheme Land without further written Body Corporate approval.

11. Debts

- (a) An Occupier must pay on demand all the Body Corporate's costs and expenses (including solicitor, or other debt collector, and own client costs) incurred in recovery (including enforcement of recovery action) of contributions levied upon that Occupier by the Body Corporate in accordance with the BCCMA.
- (b) Those costs and expenses constitute a liquidated debt due and owing to the Body Corporate.

12. Ongoing right to construct and market Lots in the Scheme

- (a) This By-law applies for as long as the Original Owner (and any person to whom the Original Owner assigns its rights under this By-law) remains an Owner of any Lot in the Scheme Land.
- (b) Despite By-law 3, the Original Owner, their contractors, agents, and other authorised persons may:
- (i) place signs and other advertising and display material in and about the Lot, and about the Common Property only if that material is consistent with the general aesthetics and amenity of the Scheme Land;
 - (ii) build, erect or construct any improvements on the Scheme Land; and
 - (iii) use the Common Property or other Lots in the Scheme:
 - A. for entry and exit from any part of the Scheme Land with or without vehicles and equipment (for that purpose any security system which restricts such movement must be adjusted or deactivated, as appropriate during marketing/display unit hours); and
 - B. to store building materials, vehicles, equipment or fill on the Scheme Land.
- (c) The Original Owner may pass over the Common Property (with or without vehicles and equipment) to gain access to and exit from the Scheme Land as it deems appropriate in order to exercise any of its rights under this By-law 12.
- (d) The Original Owner must use reasonable endeavours to prevent undue interference with other Occupiers' enjoyment of their Lots and of the Common Property.
- (e) The Body Corporate and any Occupier will not object to the noise, nuisance or other inconvenience which might arise from the Original Owner exercising its rights under this By-law 12.
- (f) While any construction or building operations are occurring on the Scheme Land, Occupiers and their guests and invitees must comply with the reasonable directions of the Original Owner (and persons authorised by it). In particular, an Occupier must comply with any altered traffic (vehicle and pedestrian) flow directions.

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13. Obstruction

- (a) An Occupier must not obstruct the lawful use of the Common Property by any person, including the Concierge or Caretaker from:
 - (i) performing the duties or exercising the rights of the Concierge or Caretaker (as applicable) under any arrangement it has with the Body Corporate; or
 - (ii) using any part of the Common Property designated by the Body Corporate for use by the Concierge or Caretaker (as applicable).
- (b) An Occupier must not obstruct another person's access to another Lot.

14. Maintenance and Upgrading Of Services

- (a) The Body Corporate is authorised to, from time to time arrange for (including entry into agreements for) the maintenance and upgrading of telecommunications services (excluding TV) providing services to Lots.
- (b) If the relevant Owner does not pay for the upgrade as required to do so, the Body Corporate may (at its election) authorise the disconnection of any or all of the services provided to the Lot.

15. Access over Lots

15.1 Access for maintenance

- (a) The Committee may authorise a person to enter a Lot and remain on that Lot for the purpose of Maintaining anything which can only be reasonably accessed from that Lot. For example, if the windows forming part of the Common Property can only be accessed from a Lot, this By-law 15 allows reasonable access over that Lot.
- (b) The Committee must provide the Occupier a minimum of 7 days notice in writing, of the Committee's intention to access the Occupier's Lot for the purpose mentioned in this By-law.
- (c) In this By-law, "Maintaining" means maintaining, cleaning, repairing, replacing, renewing and doing any similar things.

15.2 Penthouse Lots Access for window cleaning

To remove doubt, and in addition to any other right in clause 15.1, the Committee may, upon giving 7 days written notice to the relevant Occupier, authorise a person to enter and remain (with or without equipment) for a reasonable period of time on a Lot, in particular lots 4101 and 4102 on SP264238, for the purpose of accessing, connecting, and/or operating any rope, pulley, or other mechanical system necessary to allow cleaning of external windows on, or maintenance of, the Building.

The Occupiers of Lots 4101 and 4102 on SP264238 acknowledge that there may be some loss of amenity while these activities are being undertaken.

15.3 Committee to be Permitted to Enter

- (a) Upon 1 days notice in writing the Committee and its servants, agents and contractors are permitted to inspect the interior of any Lot and test the electrical, gas or water installation or equipment therein and to trace and repair any leakage or defect in the said installations or equipment.
- (b) If the leakage or defect mentioned in By-law 15.3(a) is due to any act or default of the Owner or their guests, servants or agents, the Owner will bear the costs of the repairs.

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- (c) The Committee, in exercising this power, must ensure that its servants, agents and employees cause as little inconvenience to the Occupier as is reasonable in the circumstances.

15.4 Meters

If a Lot contains a meter and/or switchboard, an Occupier must make that meter and/or switchboard available for access at all reasonable times by a nominee of the Committee or the relevant body administering the supply of the relevant service to the Lot.

16. Water Apparatus

- (a) The water closets, conveniences and other water apparatus including waste pipes and drains must not be used for any purpose other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance may be deposited therein.
- (b) Any costs or expenses resulting from damage or blockage to such water closets, conveniences and other water apparatus including waste pipes and drains from misuse or negligence will be borne by the Occupier regardless of whether the damage results from the Occupier's own actions or the actions of their household members, servants, agents or guests.

17. Insect Control

The Body Corporate is authorised to enter, by its agents, servants or contractors, onto each Lot (after giving reasonable notice), for the purpose of treating the Scheme Land with the intent of eradicating insects or vermin.

18. Infectious Diseases

In the event of any infectious disease which may require notification under any State regulation or ordinance, the Occupier must:

- (a) give written notice of the disease to the Body Corporate; and
- (b) where necessary, pay expenses of disinfecting the Building and replacing any articles or things the destruction of which may be rendered necessary by the disease.

19. Accidents and Emergencies

- (a) An Occupier must give the Body Corporate prompt notice of any accident to or default in the water pipes, gas pipes, electrical installations or fixtures which comes to their knowledge.
- (b) The Body Corporate may examine the Common Property and make repairs or renovations they deem necessary for the safety and preservation of the Lots and Common Property as often as may be necessary.
- (c) The Body Corporate may make the changes referred to in By-law 19(b) by its agents and servants.

20. Tenants To Have Notice Of By-laws

A copy of these By-laws must be exhibited in a prominent place in any Lot made available for letting.

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21. Concierge's signs

- (a) Subject to By-law 21(b), the Concierge may display signs or notices on the Common Property to advertise any of the services provided, and any of the activities conducted, by the Concierge.
- (b) The Concierge may only display signs or notices if:
 - (i) the Concierge has received prior Committee approval; and
 - (ii) the signs or notices are displayed in an orderly manner so as to not inhibit internal vehicle and pedestrian movements and are otherwise consistent with the amenity and high standard of other improvements on Scheme Land.

22. Floor coverings

22.1 An Occupier must not install or cause to be installed or place, or cause or permit to be installed or replaced, in any Lot any hard flooring material such as timber, tiles, marble or any similar material collectively referred to as "hard flooring") without the prior written approval of the Body Corporate. For the avoidance of doubt, no hard flooring works are to commence prior to the Body Corporate's written approval being received by the Owner or Occupier and only then on the terms and conditions (if any) given in respect to that approval.

22.2 The following procedure applies for the approval of the Body Corporate to the installation of any hard flooring in a Lot pursuant to this By-law:

- (a) The Owner or Occupier must submit to the Committee for the Body Corporate a written request for the Body Corporate's approval to the proposed hard flooring works prior to the works commencing ("the application");
- (b) The application must include:
 - (i) plans, specifications and explanatory details showing the extent and nature of the proposed works;
 - (ii) details of the proposed hard flooring material and proposed sound proofing system to be utilised ("the hard flooring system");
 - (iii) documentation demonstrating that the proposed hard flooring system has been tested by an independent third party with relevant expertise and meets the minimum installation and sound proofing standards specified in By-law 22.3(a).
- (c) the Owner or Occupier must provide the Body Corporate with any further details it may request to assist it in considering the application; and
- (d) to the extent permitted by Law and the BCCMA, the Body Corporate may impose conditions on the approval of the proposed hard flooring works.

22.3 Any approval granted by the Body Corporate pursuant to this By-law will, in addition to any other imposed conditions, be subject to the following specific requirements:

(a) Installation to meet Minimum Acoustic Performance Criteria

The Owner or Occupier must demonstrate to the Body Corporate that the installation will meet the following Minimum Acoustic Performance Criteria:

- (i) Sound insulation (L'nT,w) - which is the measure of acoustic performance of the works when completed as used in the Building Code of Australia - must meet the rating of L'nT,w <55db as a minimum in all areas;

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- (ii) Where carpets are installed, they can only be replaced with carpets or hand flooring to a 5 star (existing By-laws) standard;
- (iii) Where hard floors are being replaced with hard floors a test must be done (in each room or part of room) of the existing hard floors and the replacement hard floors must achieve at least an equal standard to the existing.

(b) Final Certification

Within 28 days after the completion of the hard flooring works that the Owner or Occupier will provide the body Corporate with a signed copy of the installation contractor's report verified by testing from an independent third party with the relevant expertise confirming that the installed sound proofing system and its installation conform to the sound proofing system supplier's specification and the Minimum Acoustic Performance Criteria as required under this By-law.

- 22.4** Where any hard flooring installation undertaken by an applicant pursuant to this by-law does not meet the conditions of the body Corporate's installation approval, the requirements of this by-law, or the Minimum Acoustic Performance Criteria identified in By-law 22.3(a), the Owner or Occupier of the relevant Lot must, on the written Notice of the Body corporate, within a reasonable time and at its cost cause the removal of the works and / or have additional procedures undertaken in order for the works to comply with the requirements of the approval and this By-law.
- 22.5** If an Owner or Occupier fails to comply with the requirements of this By-law, the Owner or Occupier of the relevant Lot must, on the written Notice of the Body Corporate, within a reasonable time and at its cost cause the removal of the works from the Lot. In such circumstances, responsibility and liability for removal must not cease on transfer on ownership of the Lot and will pass to any subsequent Owner of the Lot.
- 22.6** The Owner or Occupier of a Lot undertaking works pursuant to this by-law is, to the extent provided for in the Act and at Law generally, responsible for the cost of rectification of any damage to Common Property, or any additional cleaning of Common Property, caused as a result of the Works.

23. Fire control

- (a) An Occupier of a Lot must not use or interfere with any fire safety equipment except in the case of an emergency, and must not obstruct any fire stairs or fire escape.
- (b) The Body Corporate or an Occupier must, in respect of the Scheme or the Lot, as appropriate:
 - (i) consult with any relevant authority as to an appropriate fire alarm and fire sprinkler system for the Scheme or the Lot;
 - (ii) ensure the provision of all adequate equipment to prevent fire or the spread of fire in or from the Scheme or the Lot to the satisfaction of all relevant authorities; and
 - (iii) take all reasonable steps to ensure compliance with fire Laws in respect of the Scheme or the Lot.

24. Auction Sales

- (a) A Lot Owner must not permit any auction sale to be conducted or to take place in their Lot without the prior approval in writing of the Committee.
- (b) This By-law does not apply to the Original Owner (and any person to whom the Original Owner assigns its rights under this By-law).

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25. Committee's contractors

25.1 Committee may employ contractors

The Committee may employ for and on behalf of the Body Corporate such contractors, agents and servants as it thinks fit in connection with the exercise and performance of the powers, authorities, duties and functions of the Body Corporate.

25.2 Instructions to Contractors

- (a) An Occupier must not give any instructions to any of the Body Corporate's contractors, agents or servants.
- (b) Any requests by the Occupier in respect of the Body Corporate's contractors, agents or servants are to be submitted in writing to the Caretaker or Body Corporate Secretary.

26. Breaches and Costs

26.1 Breach

- (a) An Occupier in breach of these By-laws (which includes breach of any proper direction given under them) must remedy that breach immediately upon the Occupier becoming aware of it and in any event within 7 days after notice from the Committee requiring the Occupier to do so.
- (b) A drunken or disorderly person found in or upon the Common Property may be summarily ejected and removed from the Scheme Land by a security officer or a member of the police force.

26.2 Costs

- (a) An Occupier must:
 - (i) pay on demand all the costs and expenses (including solicitor and own client costs) incurred by the Body Corporate to enforce a By-law; or
 - (ii) make good any damage incurred by a breach of these By-laws by that Occupier or that Occupier's invitees and guests (including tenants) (including the costs and expenses of recovery or other action).
- (b) Where the Body Corporate expends money or pays any fines (including false alarm fees) ("**Recovery Amount**") to make good damage caused by a breach of the BCCMA or of these By-laws by any Occupier or their guests, servants, employees, children, invitees, licensees or any of them, the Body Corporate may recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the Owner of a Lot.
- (c) Any recovery amount mentioned in this By-law is an amount payable to the Body Corporate in respect of the Lot for the purpose of s 143(3) of the BCCM Regulations.

26.3 Recovery of Legal Costs

- (a) An Owner must pay on demand the whole of the Body Corporate's cost and expenses (including Solicitor and own client costs and any goods and service tax related to the costs and expenses) ("**Amount**") in connection with:
 - (i) recovering levies or monies payable to the Body Corporate pursuant to the BCCMA duly levied upon the Owner by the Body Corporate, or otherwise pursuant to these By-laws; and

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- (ii) all legal or other proceedings concluding in favour of the Body Corporate taken by or against an Occupier.
- (b) The Amount shall be deemed to be a liquidated debt due by the Owner to the Body Corporate.
- (c) If an Owner fails to pay any such costs upon demand, the Body Corporate may:
 - (i) take action for the recovery of those costs in a Court of competent jurisdiction; and/or
 - (ii) enter such costs and expenses against the levy account of the Owner.
- (d) The Amount will be an amount payable to the Body Corporate in respect of the Lot for the purpose of s 143(3) of the BCCM Regulations.
- (e) In this By-law, references to an Owner includes a reference to a mortgagee in possession of any Owner's Lot.

27. Security

- (a) All security equipment (including video surveillance cameras and cabling) installed on Common Property and used in connection with the provision of security for the Scheme remains the property of the Body Corporate.
- (b) The Caretaker is responsible for operating and monitoring the video surveillance system (if any), and has the special right to use parts of the Common Property on which, or in which, there exists any video surveillance equipment, including cameras and cabling.
- (c) In no circumstances may the Body Corporate be responsible to an Occupier for any failure of the security systems on the Scheme to operate in the manner in which they are intended.

28. Bulk supply of electricity or other utility services

- (a) The Body Corporate may supply electricity or other utility services (including hot water supply) for the benefit of the Occupiers and in such case this By-law will apply.
- (b) The Body Corporate may purchase reticulated electricity or other services on the most economical basis for the whole of the Scheme Land from the relevant authority.
- (c) The Body Corporate may sell reticulated electricity or other services to Occupiers. Occupiers are not compelled to buy electricity or other services from the Body Corporate.
- (d) The Body Corporate must arrange for the installation of a separate electricity or other service meter for each Lot.
- (e) The Body Corporate is not required to supply to any Occupier electricity or other service requirements beyond those requirements which the relevant authority could supply at any particular time.
- (f) Insofar as it is lawful, the price to be charged by the Body Corporate to an Occupier for the supply of reticulated electricity or other service will be the total of:
 - (i) The price paid by the Body Corporate for the electricity or other service;
 - (ii) The cost of repair & maintenance of the infrastructure necessary to provide the electricity or other service;

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- (iii) The provision for the future capital expenditure in respect of the infrastructure necessary to provide the electricity or other service;
- (iv) Any additional cost incurred by the Body Corporate reading meters and issuing accounts and doing other things required for the supply of electricity or other service.
- (g) The Body Corporate may render accounts to an Occupier supplied with electricity or other services under this By-law. The Occupier's accounts are payable to the Body Corporate within 14 days of delivery of such accounts.
- (h) In respect of any account which has been rendered pursuant to these By-laws, the Occupier is liable, jointly and severally with any person who was liable to pay that electricity or other service account when that Occupier became the Occupier of that Lot.
- (i) In the event that a proper account for the supply of reticulated electricity or other service is not paid by its due date for payment, then the Body Corporate is entitled to:
 - (i) Recover that amount of the unpaid account or accounts (whether or not a formal demand has been made) from the Occupier of the Lot in any court of competent jurisdiction;
 - (ii) Recover that amount of the unpaid account or accounts (whether or not a formal demand has been made) from the Owner of the Lot in any court of competent jurisdiction, including in circumstances where the Owner of the Lot was not the Occupier of the lot when the account was rendered;
 - (iii) Recover any amount recoverable from the Owner of a Lot as a body corporate debt;
 - (iv) Disconnect the supply of reticulated electricity or other service to the relevant Lot.
- (j) The Body Corporate is not, under any circumstances whatsoever, responsible or liable for any failure of the supply of electricity or other service due to breakdowns, repairs, maintenance, strikes, accidents or causes of any class or description.
- (k) The Body Corporate may, from time to time, determine a security deposit to be paid by each Occupier who is entitled to the supply of reticulated electricity or other service.
- (l) In this By-law, references to the Body Corporate include any person engaged by the Body Corporate to supply the services.

29. Exclusive use

29.1 Grant of exclusive use

- (a) An Occupier of a Lot has the exclusive use of that part of the Common Property identified next to that Occupier's Lot as set out in Schedule E to this CMS ("Exclusive Use Area").
- (b) Each Exclusive Use Area may only be used for the purpose, and on the conditions, set out in this By-law 29.

29.2 Car parks and storage

- (a) If the 'Purpose' (as identified in Schedule E to this CMS) of the Exclusive Use Area is 'Car parking and storage', then this By-law 29.2 will apply to the use of that area.
- (b) The following conditions apply to the use of the Exclusive Use Area:
 - (i) the Occupier must use the area for parking motor vehicles (including motor bikes) and for storing items in an Approved Storage Device;

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- (ii) the Owner and Occupier are jointly and severally liable to keep the relevant Exclusive Use Area clean and tidy;
- (iii) without limiting By-law 29.2(b)(ii), the Owners and Occupiers are jointly and severally liable to pay for the cost of any repairs to, or cleaning of, the Exclusive Use Area required to be carried out as a result of the Occupier's use of the area (for example oil stains or chemical spills); and
- (iv) an Occupier may install an Approved Storage Device on the Exclusive Use Area provided the Occupier:
 - A. first obtains the consent of the Committee;
 - B. maintain and keep in good repair any Approved Storage Device; and
 - C. complies with all Laws and any applicable rules of the Committee.
- (c) Despite anything else in this By-law 29.2, an Occupier may not store items in the Exclusive Use Area other than within an Approved Storage Device.

29.3 Storage

- (a) If the 'Purpose' (as identified in Schedule E to this CMS) of the Exclusive Use Area is 'Storage', then this By-law 29.3 will apply to the use of that area.
- (b) The following conditions apply to the use of the Exclusive Use Area:
 - (i) the Occupier must only use the Exclusive Use Area for storage purposes and may not use the area to park motor vehicles (including motor bikes);
 - (ii) the Owner and Occupier are jointly and severally liable for:
 - A. keeping the Exclusive Use Area clean and tidy; and
 - B. maintaining any doors or security gates on the Exclusive Use Area; and
 - (iii) without limiting 29.3(b)(ii), the Owner and Occupier are jointly and severally liable to pay for the cost of any repairs, cleaning of, or maintenance to, the Exclusive Use Area required to be carried out as a result of the Occupier's use of the area.

29.4 Allocation of exclusive use area

- (a) The Original Owner is authorised to allocate part of the Common Property for the exclusive use of Occupiers of Lots specified in a written notice to the Body Corporate ("Allocation Notice").
- (b) The Allocation Notice must identify the area of the Common Property subject to the exclusive use and nominate one of the following purposes of use:
 - (i) car parking and storage; or
 - (ii) storage.
- (c) When the allocations are made they will be identified in Schedule E to this CMS and if the purpose is:
 - (i) car parking and storage, By-law 29.2 will apply to the exclusive use of the area; or
 - (ii) storage, By-law 29.3 will apply to the exclusive use of the area.

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29.5 General

- (a) An Occupier may not lease or licence its rights to another person in respect of an Exclusive Use Area.
- (b) Except as expressly provided in By-laws 29.2(b)(ii), 29.2(b)(iii), 29.2(b)(iv), 29.3(b)(ii), and 29.3(b)(iii), the Body Corporate must carry out its duties in respect of the Exclusive Use Area.
- (c) The Owner and Occupier must allow the Body Corporate, Committee, and any of their agents, access to the Exclusive Use Area at reasonable times to carry out any proper purpose.
- (d) If the Occupier does not carry out their responsibilities in accordance with this By-law 29, then the Body Corporate, and persons authorised by it, may enter upon the Exclusive Use Area to carry out the Occupier's responsibilities.
- (e) The Occupier will then be liable for the costs incurred by the Body Corporate in that regard. Such costs must be paid by the Occupier on the Body Corporate's demand.

30. BMS

The Occupiers:

- (a) are bound by the obligations of the Body Corporate as an owner of the 'Residential Lot' under the BMS, and must comply with and not cause a breach of those obligations; and
- (b) can exercise the rights of access and use of the Body Corporate as an owner of the 'Residential Lot' under the BMS.

31. Flood Emergency Management and Evacuation Plan

- (a) Each Occupier must comply with the Flood Emergency Management and Evacuation Plan (Flood Plan) as if it was set out in full in this CMS, copies of which will be made available:
 - (i) from the Concierge,
 - (ii) Caretaker, or
 - (iii) at the office of the body corporate manager for the Scheme.
- (b) Each lease or rental agreement of a Lot must also include a requirement on the tenant to comply with the Flood Plan.

32. Owner taken to be occupier

- (a) The Owner of a Lot is taken to be the Occupier of the Lot if the Owner of the Lot does not give a notice of a leasehold interest in the Lot to the Body Corporate pursuant to section 191 of the BCCM Regulation.

33. Owner's obligations in respect of lessee Occupiers

An Owner of a Lot who is not the Occupier of the Lot (for example if the Occupier is a lessee, tenant, guest or relative of the Owner) must:

- (a) If the Occupier is a lessee or tenant of the Owner, enforce or cause its agent to enforce the terms of the lease or tenancy agreement to the maximum extent possible, including specifically:

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- (i) Where the Committee notifies the Owner of a breach of the body corporate by-laws by the Occupier, or a breach of the terms of the tenancy agreement, the Owner must issue or cause to be issued a notice to remedy breach or equivalent notice of breach under the Residential Tenancies and Rooming Accommodation Act 2008 (or any subsequent, amended or replacement legislation), and provide a copy of the notice to the Committee;
- (ii) If a breach of the by-laws or the tenancy agreement continues, the Owner must issue a notice to leave for unremedied breach or equivalent notice of breach under the Residential Tenancies and Rooming Accommodation Act 2008 (or any subsequent, amended or replacement legislation) and effect the removal of the Occupier from the Lot.
- (b) If the Occupier is a guest or relative of the Owner, upon request by the Committee provide the full legal name, residential and mailing address, and contact details of each Occupier to the Committee within 5 days.

34. Unaccompanied service providers

- (a) For this by-law *Unaccompanied service provider* is any person who attends the building or a particular lot to provide a service, where the person is not known personally to the Occupier, and where the person is not accompanied by either the Concierge, or the Occupier.

This commonly includes:
 - (i) Uber Eats or similar 'at your door' delivery services
 - (ii) Couriers
 - (iii) Tradespeople
Unaccompanied service provider does not include:
 - (iv) Bona-fide visitors or guests who are known personally to occupiers
 - (v) Long-term service providers who are known personally to the occupier (e.g. weekly home-cleaning contractors)
- (b) Occupiers must not use the intercom system to grant access to unoccupied service providers.
- (c) Occupiers must:
 - (i) For deliveries:
 - A. instruct the service provider to wait outside the building entrance, and meet the service provider at the building entrance to take delivery; OR
 - B. instruct the service provider to attend the Concierge entrance and leave the delivery with concierge.
 - (ii) For service providers attending the lot:
 - A. instruct the service provider to wait outside the building entrance, meet the service provider at the building entrance, and accompany the service provider to the lot. Following the visit, accompany the service provider to the ground level and observe them exit the building.
- (d) Occupiers who may have mobility issues or are otherwise unable to comply with this rule may make personal arrangement with the Concierge.

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35. Electric vehicle charging

35.1 An Owner or Occupier must not, without the Body Corporate Committee's prior written approval:

- (a) charge an Electric Vehicle from any power source on the Scheme Land; or
- (b) install a Charging Device.

35.2 The following procedure applies to an application for the approval of the Body Corporate to the Charging Device of a charging device pursuant to this By-law:

- (a) The Owner or Occupier must submit to the committee for the Body Corporate a written request for the Body Corporate's approval to the proposed charging device ("EV Charger Application")
- (b) The EV Charger Application must include:
 - (i) plans, specifications and explanatory details of the Charging Device;
 - (ii) documentation evidencing insurance in respect to the charging device, including (without limitation) coverage for damage to the property of the Body Corporate or any person or third party or injury to or the death of any person as a result of the Charging Device, its utilisation, installation or operation; and
 - (iii) any other details the Body Corporate may request to assist it in considering the EV Charger Application.

35.3 The Body Corporate Committee may grant approval to an Owner to install a Charging Device within an exclusive use carpark allocated to the Lot, subject to such terms and conditions as the Body Corporate Committee considers appropriate. This includes without limitation and subject to any additions or amendments deemed appropriate in respect to each approval:

- (a) the maximum capacity provided to the Charging Device must be single-phase, 240 volts and 16 Amps;
- (b) the Charging Device must be carried out by properly qualified and licensed tradespersons;
- (c) the Charging Device must be installed to comply with any relevant Australian Standard, building code or applicable Law;
- (d) the Charging Device must not interfere with any existing building systems or infrastructure;
- (e) power to supply the Charging Device must be run using existing ducting and cable trays. Where no existing ducting or cable tray exists, the cables must be concealed in a duct which is professionally and neatly installed;
- (f) the power to the Charging Device must be individually metered to the Lot, either by:
 - (i) integration with the existing metered power supply to the Lot; or
 - (ii) installation of a new electricity meter. If a new sub-meter is installed it must be a National Measurement Institute (NMI) complaint meter, or alternatively it must be a sub-meter capable of being read by existing building management computer;
- (g) any additional ongoing meter-reading or other administrative costs related to the metering of the power to the Lot must be met by the Lot Owner;

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- (h) if the power is to be measured via a sub-meter, the tariff will be set by the Body Corporate with reference to the Body Corporate's tariff, subject to ongoing review and change;
- (i) the Lot Owner is responsible for the ongoing maintenance, repair, renewal and insurance of the improvement;
- (j) any certificates or other approval documents relating to this work (e.g. fire penetration certificate) must be promptly arranged by the Lot Owner and a copy provided to the Committee within 14 days after the document is issued, and no later than 60 days after the work is completed;
- (k) all work must be completed to a high professional standard, and the Committee reserves the right to direct the Lot Owner to improve the standard of the work if the standard is not commensurate with the general building standard; and
- (l) If the Body Corporate reasonably requires the Charging Device be removed or relocated in order for the body Corporate to carry out any of its statutory functions (e.g. maintain the Common Property), the cost of the removal and reinstatement of the Charging Device must be met by the Lot Owner.

35.4 Upon installation the Owner or Occupier must:

- (a) provide the Body Corporate with documentation demonstrating that the Charging device has been tested by an independent third party with relevant expertise and is compliant at least with the minimum installation and operational standards required by the manufacturer or any Law; and
- (b) ensure that all Charging devices are maintained and used in accordance with any Law and the manufacturer's specifications and recommendations (as may be made or modified from time to time).

35.5 All costs of an incidental to the installation, maintenance, supply, certification, testing and approval of the Charging Device must be met by the Lot Owner;

35.6 The Owner or Occupier of a Lot undertaking works pursuant to this By-law is, to the extent provided for in the Act and at a Law generally, responsible for the cost of rectification of any damage to Common Property, or any additional cleaning of Common Property, caused as a result of the works, the Electric Vehicle or the Charging Device.

35.7 Acting reasonably, the Committee acting on behalf of the Body Corporate may require or cause to be removed any Charging Device installed or operating in contravention of this By-law.

36. Owner's access to Common Property restricted by lease or license

- a) An Owner of a Lot who is not the Occupier of the Lot (for example if the Occupier of the Lot is a lessee, licensee or tenant) is not permitted to use the Common Property Recreation Facilities.
- b) tted to use the Common Property Recreation Facilities.

For example: An Owner using their Lot for investment purposes is not permitted to use the building's gym, swimming pool and other facilities. The right of the Owner to use those facilities is transferred to the Occupier to the exclusion of the owner.

- c) Owners who are part-time Occupiers (for example if the Owner uses their Lot as a second residence and it is otherwise unoccupied) are not restricted by this by-law.
- d) Owners who are restricted from using the Common Property Recreation Facilities under this by-law are permitted to access the Common Property Recreation Facilities for the purpose of inspection.

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SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

Lots on Plan or Common Property	Statutory Easement	Services Location Diagrams
Common Property	water, electricity, gas, sewerage reticulation	DWG NAME: 125983-SLD attached as Annexure A to this CMS
Each Lot in the Scheme	support, water, electricity, gas, computer data and television, sewer drainage, shelter, protections and maintenance	Not applicable

Mail Address:
GPO Box 3025
Brisbane Qld 4001

Telephone: (07) 3220 9400
Fax: (07) 3220 9499

Office Address:
Level 4, 97 Creek Street
Brisbane Qld 4000

ABIAN BOTANIC GARDENS CTS 49990

BALANCE SHEET

AS AT 30 APRIL 2025

	ACTUAL 30/04/2025	ACTUAL 30/04/2024
<u>OWNERS FUNDS</u>		
Administrative Fund	9,591.58	183,535.64
Sinking Fund	811,905.41	942,792.60
<u>TOTAL</u>	<u>\$ 821,496.99</u>	<u>\$ 1,126,328.24</u>

THESE FUNDS ARE REPRESENTED BY

ASSETS

Cash At Bank	868,817.95	626,657.91
Investment - Macquarie 1	0.00	200,000.00
Investment - Macquarie 2	230,000.00	230,000.00
Investment - Macquarie 3	0.00	250,000.00
Investment - Macquarie 4	0.00	200,000.00
Debit Card Account	10,000.00	10,000.00
Accrued Interest	2,064.33	1,511.73
Levies Billed - Not Yet Due	612,472.64	456,588.98
Levies Rec'd - Not Yet Billed	10,941.47	24,426.72
Levies In Arrears	0.00	2,664.77
Other Arrears	99.00	126.50
Sundry Debtors	80,675.80	52,312.12
Prepayments	13,541.09	13,982.79
Utilities Account - Unbilled	107,647.73	18,614.95
Cash At Bank Utilities	12,445.81	2,122.00
Utilities Arrears	70,034.17	9,273.70
Utilities Finalised Accounts	9,920.07	3,203.17
Second Debtors	100,205.56	12,898.71
<u>TOTAL ASSETS</u>	<u>2,128,865.62</u>	<u>2,114,384.05</u>

LIABILITIES

G S T Clearing Account	1,715.81	(20,167.48)
P A Y G Clearing A/C	1,485.69	0.00
Provision For Income Tax	5,142.20	14,656.50
Creditors	925.65	73,972.66
Sundry Creditors	178,920.49	7,078.61
Accrued Expenses	74,101.46	92,315.05
Levies Billed - Not Yet Due	556,793.30	415,080.89

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ABIAN BOTANIC GARDENS CTS 49990

BALANCE SHEET

AS AT 30 APRIL 2025

	ACTUAL 30/04/2025	ACTUAL 30/04/2024
Levies Rec'd - Not Yet Billed	9,946.89	22,206.21
All Levies Rec'd In Advance	478,337.14	382,913.37
<u>TOTAL LIABILITIES</u>	1,307,368.63	988,055.81
 <u>NET ASSETS</u>	 <u>\$ 821,496.99</u>	 <u>\$ 1,126,328.24</u>

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ABIAN BOTANIC GARDENS CTS 49990

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 MAY 2024 TO 30 APRIL 2025

	ACTUAL 01/05/24-30/04/25	ACTUAL 01/05/23-30/04/24	BUDGET 01/05/24-30/04/25
<u>ADMINISTRATIVE FUND</u>			
<u>INCOME</u>			
Levies - Administrative Fund	1,231,698.02	1,108,513.63	1,231,697.00
Levies - Insurance	292,047.52	291,808.82	292,047.00
Fob Income	2,308.41	3,181.77	0.00
<u>TOTAL ADMIN. FUND INCOME</u>	1,526,053.95	1,403,504.22	1,523,744.00
<u>EXPENDITURE - ADMIN. FUND</u>			
<u>AIRCONDITIONING</u>			
A/C - Contract	10,452.30	10,680.00	11,000.00
A/C - Repairs	19,902.29	12,858.05	13,000.00
<u>BANK CHARGES</u>			
Transaction Fees	81.24	70.90	100.00
Bank Charges - No Gst	120.00	120.00	120.00
<u>BODY CORPORATE MANAGEMENT</u>			
Audit Assistance Fee	1,650.00	1,500.00	1,500.00
Business Activity Statements	1,180.00	1,180.00	1,180.00
Disbursements	22,331.07	20,014.69	22,000.00
Secretarial Fees - Additional	8,730.25	16,909.47	7,000.00
Secretarial Fees	19,590.31	18,943.28	19,700.00
Disbursements - Additional	2,702.60	6,429.67	5,000.00
<u>CARETAKER</u>			
Caretaker	289,435.27	278,867.73	332,000.00
Concierge Services	460,599.67	413,646.28	464,850.00
<u>CLEANING</u>			
Cleaning - General	4,145.45	1,322.00	1,500.00
Cleaning - Carpets	3,109.09	2,995.45	3,000.00
Cleaning - Materials	4,079.78	2,246.40	2,500.00
Cleaning - Sanitary Services	1,103.60	940.92	1,000.00
Cleaning - Windows	96,250.00	42,800.00	100,000.00
Cleaning - Garbage Chute	1,075.00	1,075.00	1,100.00
Cleaning - Carparks	3,192.00	3,192.00	4,000.00
<u>COMMUNITY POWER</u>			
Electricity	228,318.71	165,769.91	232,000.00
Air Conditioning - Recovery	(214,585.68)	(79,165.28)	(134,091.00)

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ABIAN BOTANIC GARDENS CTS 49990

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 MAY 2024 TO 30 APRIL 2025

	ACTUAL 01/05/24-30/04/25	ACTUAL 01/05/23-30/04/24	BUDGET 01/05/24-30/04/25
Utility Billing	20,547.51	20,682.18	22,557.00
Utility Billing - Recovery	(20,547.51)	(20,682.18)	(22,806.00)
CONTRIBUTIONS			
Contributions - Bms	192,351.63	95,800.38	100,000.00
FIRE CONTROL			
Fire - Contract	3,969.00	3,969.00	5,000.00
Fire - Repairs & Maintenance	8,672.34	3,838.05	4,000.00
GAS			
Gas	63,056.13	60,219.93	72,180.00
Hot Water - Recovery	(102,992.88)	(98,331.40)	(117,513.00)
GENERAL EXPENSES			
General Expenses	285.70	(803.01)	1,000.00
INSURANCE			
Insurance	255,114.80	243,376.44	253,000.00
Insurance - Stamp Duty	23,043.86	22,678.00	25,047.00
Insurance - Broker Fee	0.00	0.00	14,000.00
Insurance - Claims	76,166.00	360,664.50	0.00
Insurance - Refunds	(4,975.00)	(386,401.01)	0.00
LICENCES & FEES			
Water Rates - No Gst	27,604.03	22,628.20	25,000.00
LIFT EXPENSES			
Lift - Contract	44,151.36	43,572.53	45,320.00
Lift - Repairs & Maintenance	1,309.00	1,325.50	1,000.00
Lift - Registration Fee	4,199.77	4,379.81	4,500.00
PEST CONTROL			
Pest Control	1,260.00	420.00	1,000.00
POOL EXPENDITURE			
Pool - Chemicals	4,647.50	1,977.73	2,000.00
Pool - Repairs & Maintenance	2,862.96	2,993.57	2,000.00
Pool Safety Inspections	326.08	0.00	500.00
Pool Safety Compliance	0.00	310.06	0.00
PROFESSIONAL FEES			
Audit Fees	3,010.00	2,870.00	3,000.00
Consultancy Fees	1,340.00	4,270.00	5,000.00

Mail Address:
GPO Box 3025
Brisbane Qld 4001

Telephone: (07) 3220 9400
Fax: (07) 3220 9499

Office Address:
Level 4, 97 Creek Street
Brisbane Qld 4000

ABIAN BOTANIC GARDENS CTS 49990

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 MAY 2024 TO 30 APRIL 2025

	ACTUAL 01/05/24-30/04/25	ACTUAL 01/05/23-30/04/24	BUDGET 01/05/24-30/04/25
Legal Fees	4,670.08	13,682.00	5,000.00
Prep Of Income Tax Return	300.00	300.00	300.00
Sinking Fund Forecast	0.00	2,350.00	0.00
Work Place Health & Safety	1,598.86	1,522.73	0.00
<u>REPAIRS & MAINTENANCE</u>			
R & M - Building	23,000.33	17,996.50	15,000.00
R & M - Windows	2,719.78	20,156.00	20,000.00
R & M - Doors/Locks	7,280.92	8,323.42	5,000.00
R & M - Sauna	820.00	2,355.00	2,500.00
R & M - Gardens & Grounds	748.65	3,931.06	2,000.00
R & M - Electrical	18,095.83	11,707.63	10,000.00
R & M - Rubbish Chute	7,300.00	6,119.00	5,000.00
R & M - Gym Equipment	1,367.27	2,655.98	2,500.00
R & M - Plumbing	21,156.11	19,342.45	15,000.00
R & M - Security System	6,600.00	5,443.82	6,000.00
<u>SECURITY</u>			
Security	5,706.00	0.00	0.00
Telephone	0.00	155.66	200.00
Internet Provider	915.27	917.03	1,000.00
<u>YEAR END ADJUSTMENTS</u>			
Prior Year Expense	28,853.68	306,016.80	0.00
Use Of Prior Year Surplus	0.00	0.00	(100,000.00)
<u>TOTAL ADMIN. EXPENDITURE</u>	1,699,998.01	1,735,129.83	1,523,744.00
<u>SURPLUS / DEFICIT</u>	\$ (173,944.06)	\$ (331,625.61)	\$ 0.00
Opening Admin. Balance	183,535.64	515,161.25	183,535.64
<u>ADMINISTRATIVE FUND BALANCE</u>	\$ 9,591.58	\$ 183,535.64	\$ 183,535.64

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ABIAN BOTANIC GARDENS CTS 49990

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 MAY 2024 TO 30 APRIL 2025

	ACTUAL 01/05/24-30/04/25	ACTUAL 01/05/23-30/04/24	BUDGET 01/05/24-30/04/25
<u>SINKING FUND</u>			
<u>INCOME</u>			
Levies - Sinking Fund	270,000.30	260,000.54	270,000.00
Special Sinking Fund	150,002.54	0.00	0.00
Interest Income	34,884.54	46,720.09	40,000.00
Interest Receivable	552.60	(8,469.64)	0.00
Settlement Fund - No Gst	25,000.00	0.00	0.00
<u>TOTAL SINKING FUND INCOME</u>	480,439.98	298,250.99	310,000.00
<u>EXPENDITURE - SINKING FUND</u>			
Airconditioners	309,430.18	0.00	0.00
Airconditioning - Parts	0.00	18,744.10	0.00
Building Repairs	130,193.47	21,424.74	200,000.00
Consultancy - Professional	5,459.00	6,800.00	0.00
Electrical	6,541.18	15,082.50	0.00
Equipment Purchase	362.68	0.00	0.00
Fire Doors	11,760.00	0.00	0.00
Fire Equipment	0.00	52,966.03	0.00
Income Tax	3,948.20	11,820.00	12,000.00
Payg Instalments	6,946.69	0.00	0.00
Painting - Exterior	7,600.00	0.00	0.00
Pool Pump	1,710.50	0.00	0.00
Plumbing Work	85,850.78	67,630.00	0.00
Pressure Clean	2,400.00	0.00	0.00
Pool Repairs	1,153.62	11,688.09	0.00
Security System	37,970.87	5,450.00	0.00
Pool Equipment	0.00	27,789.05	0.00
<u>TOTAL SINK. FUND EXPENDITURE</u>	611,327.17	239,394.51	212,000.00
<u>SURPLUS / DEFICIT</u>	<u>\$ (130,887.19)</u>	<u>\$ 58,856.48</u>	<u>\$ 98,000.00</u>
Opening Sinking Fund Balance	942,792.60	883,936.12	942,792.60
<u>SINKING FUND BALANCE</u>	<u>\$ 811,905.41</u>	<u>\$ 942,792.60</u>	<u>\$ 1,040,792.60</u>

FORM 36 - NOTICE OF NO POOL SAFETY CERTIFICATE

EFFECTIVE OCTOBER 2022

Important information

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

For the seller:

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

Before settlement you must give a copy to:

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

For the buyer:

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

For the lessor - non shared (private) pool:

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

For the body corporate - shared pool:

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

GOVERNING LEGISLATION

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

PRIVACY NOTICE

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

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

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

RIGHT TO INFORMATION (RTI)

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

COMPLETING THIS FORM

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

RETURN YOUR COMPLETED FORM BY

Post: GPO Box 5099 Brisbane QLD 4001.

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

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

1. DETAILS OF PROPERTY OWNER

Title	<input checked="" type="checkbox"/> Mr	<input type="checkbox"/> Mrs	<input type="checkbox"/> Miss	<input type="checkbox"/> Ms	<input type="text"/>	Other																	
Surname	H	O	W	A	R	D																	
First Name	A	N	D	R	E	W		W	A	R	R	E	N										
Postal Address	2	4	0	3	/	1	4	0		A	L	I	C	E		S	T	R	E	E	T		
	B	R	I	S	B	A	N	E		C	I	T	Y										
State	Q	L	D	Postcode	4	0	0	0															
Mobile	0	4	2	7	7	8	5	3	5	0	Home Phone												
Email	a	n	d	r	e	w	@	a	g	h	e	q	u	i	p	.	c	o	m	.	a	u	

2. LOCATION OF THE SWIMMING POOL

Street address	2	4	0	3	/	1	4	0		A	L	I	C	E		S	T	R	E	E	T		
	B	R	I	S	B	A	N	E		C	I	T	Y										
State	Q	L	D	Postcode	4	0	0	0															
Lot/s on plan	LOT 2403 ON SP 264238																						
Local Government Area	BRISBANE CITY																						

3. SHARED OR NON-SHARED POOL

☒ Shared pool ☐ Non-shared pool

**OFFICE
USE
ONLY**

CRN:

Receipt no:

Assignee:

Licence no:

Receipt amount: \$

Received by:

Container:

4. DETAILS OF PROPERTY PURCHASER

Title ☐ Mr ☐ Mrs ☐ Miss ☐ Ms Other

Surname

First Name

Postal Address

State Postcode

Mobile Home Phone

Email

5. PROPOSED DATE OF SETTLEMENT OR ACCOMMODATION AGREEMENT



Sale



Lease

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

Date / /

6. PROPERTY OWNER'S DECLARATION

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

Name of
Owner

A N D R E W W A R R E N H O W A R D

Signature of
Owner

Date / /



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



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

Email - poolssafety@qbcc.qld.gov.au

Post - **GPO Box 5099, Brisbane, QLD. 4001**

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

Property Fact Pack

u2403/140 Alice Street
Brisbane City QLD 4000



YOUR DIGITAL COPY



Easements



Flood History



State Flood Planning



Flood Risk



Coastal Flood Risk



Character



Overland Flow Flood Risk



Flood Planning Risk



Historic Imagery

At a glance

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



Easements



**CONSIDERATIONS
IDENTIFIED**



Flood Risk



**CONSIDERATIONS
IDENTIFIED**



Character



**CONSIDERATIONS
IDENTIFIED**



Vegetation



**CONSIDERATIONS
IDENTIFIED**



Bushfire Risk



**NO
CONSIDERATIONS
IDENTIFIED**



Noise



**NO
CONSIDERATIONS
IDENTIFIED**

DATE OF REPORT

3rd of September, 2025

ADDRESS

u2403/140 ALICE STREET

LOT/PLAN

1604/SP264238

COUNCIL

Brisbane

ZONING

- City Centre Neighbourhood Plan
- Principal Centre (City Centre)

UTILITIES

- Power
- Sewer
- Stormwater
- Water

SCHOOL CATCHMENTS

- Brisbane Central SS
- Fortitude Valley State Secondary College

CLOSEST CITY

Brisbane - 0km

Easements

What access rights exist over the property?



Sources: Qld Spatial

THINGS TO KNOW

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

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



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

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

Questions to ask

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

LEGEND

-  Selected Property
-  Easement

Flood Risk

Is the property in a potential flood area?



**CONSIDERATIONS
IDENTIFIED**

Sources: Brisbane City Council

THINGS TO KNOW

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

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

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





It is important to check with your local authority (e.g. flood check report) to understand flood risks and access detailed information.

Note: Government flood risk models are broad guides that estimate flood probability and acceptable risk but don't guarantee site-specific accuracy or immunity. They are primarily developed by local authorities to govern future development on that sites to mitigate risks for residents. Newly subdivided lots may have already considered flooding risks and developed above acceptable flood risk levels rendering the mapping invalid. For specific concerns, consult your local authority, local flood check or a qualified professional.

Questions to ask

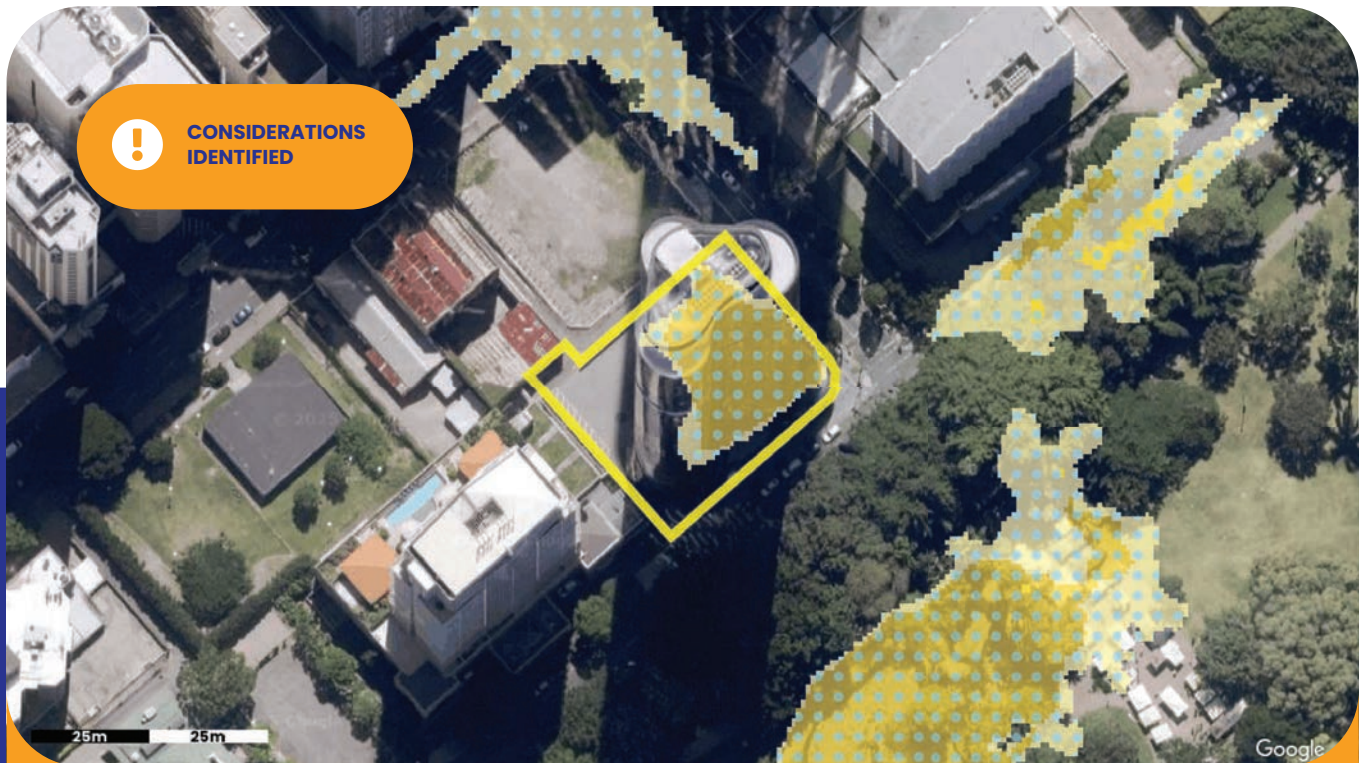
- What are the building requirements in a potential flood area?
- Can the flood risk be reduced through design measures?
- What is the probability of flooding and is this an acceptable risk for your plans?

LEGEND

-  Selected Property
-  Medium Likelihood (1.0% Annual Chance)
-  Low Likelihood (0.2% Annual Chance)
-  Very Low Likelihood (0.05% Annual Chance)

Overland Flow Flood Risk

Are there any major rainfall issues for this property?



Sources: Brisbane City Council

THINGS TO KNOW

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

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

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


Check with your local authority (e.g. flood check report) to understand flood risks and access detailed information.

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

Questions to ask

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

LEGEND

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

Flood History

Has the property been impacted by historic flood events?



Sources: Brisbane City Council, [Spatial-data.brisbane.qld.gov.au](https://spatial-data.brisbane.qld.gov.au)

THINGS TO KNOW

Knowing about past major flood events on or near a property is important for understanding the risk of future flooding. Government flood prediction models often show the worst-case scenarios, which may not always eventuate. However, knowing the highest previous water levels (flood risk vs flood reality) that have actually occurred can help you plan ways to protect yourself and your property.





Being well-prepared for floods is key to staying safe and reducing damage to property assets. It's important to know where higher ground is and plan safe routes to get there during an emergency.

Note: These reports only reflect major flood events mapped and published by government authorities in open data portals. Other rapid flash flood events that subsided quickly may not be documented.

Questions to ask:

- Where has flooding historically occurred on the property?
- What are the differences between government flood models and recorded flood events?
- Is the government flood model an acceptable level of risk when compared to actual flood events?

LEGEND

-  Selected Property
-  Flood Event - Feb 2022
-  Flood Event - Jan 2011
-  Flood Event - 1974

Flood Planning Risk

What planning overlays impact development of this property?



Sources: Brisbane City Council

THINGS TO KNOW

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

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

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

Questions to ask

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

LEGEND

- Selected Property
- Flood Planning Area 2 – High To Moderate Possibility
- Flood Planning Area 3 – Moderate Possibility
- Flood Planning Area 4 – Moderate To Low Possibility
- Flood Planning Area 5 – Low Possibility
- Overland Flow Flood Planning Area

Character

Is the property in a character or heritage area?



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

THINGS TO KNOW

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


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

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

Questions to ask

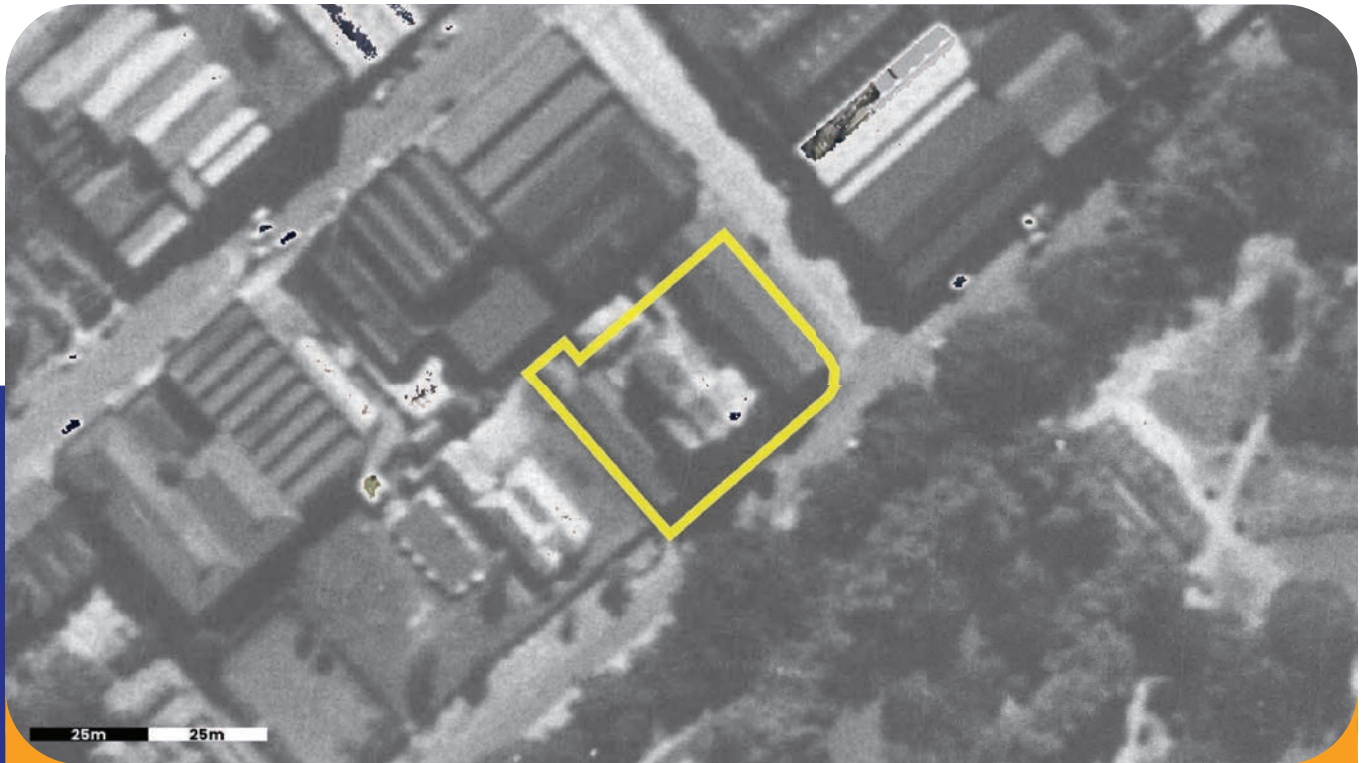
- Is the property protected by Character or Heritage restrictions?
- What impacts do these restrictions have on renovations, extensions, or new builds?
- Is approval required for works under Character or Heritage restrictions?
- How does this consideration positively or negatively impact the property?

LEGEND

-  Selected Property
-  Local Heritage Place, Structure Or Landscaping
-  Property Adjoins A Heritage Place, Structure Or Landscaping
-  State Heritage Place, Structure Or Landscaping

Historic Imagery

Historic Aerial Imagery



THINGS TO KNOW

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

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

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

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

Questions to ask:

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

LEGEND

 Selected Property

Vegetation

Is the property in an area with vegetation protection?



Sources: Brisbane City Council

THINGS TO KNOW

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

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




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

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

Questions to ask

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

LEGEND

-  Selected Property
-  Significant Native Vegetation - Nall
-  Significant Urban Vegetation - Nall

Bushfire Risk

Is the property in a potential bushfire area?



THINGS TO KNOW

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

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

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

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

Questions to ask

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

LEGEND

 Selected Property

Steep Land

Is there significant slope on this property?



Sources: Department Of Resources

THINGS TO KNOW

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

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

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

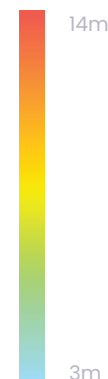
Note: The information provided is based on general modelling assumptions and does not evaluate each site individually. Changes in the landscape such as retaining walls may have occurred. The contour lines provided show elevation measurement above sea level.

Questions to ask

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

LEGEND

- Selected Property
- Property Est. Fall: ~5m
- Property High: ~8m
- Property Low: ~3m



Noise

Is the property in a potential noise area?



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

THINGS TO KNOW

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


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

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

Questions to ask

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

LEGEND

-  Selected Property
-  Low Noise (Road)
-  Mod. To Low Noise Area (Council)

Water

Are there any water pipes nearby?



Sources: Urban Utilities

THINGS TO KNOW

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

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




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

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

Questions to ask

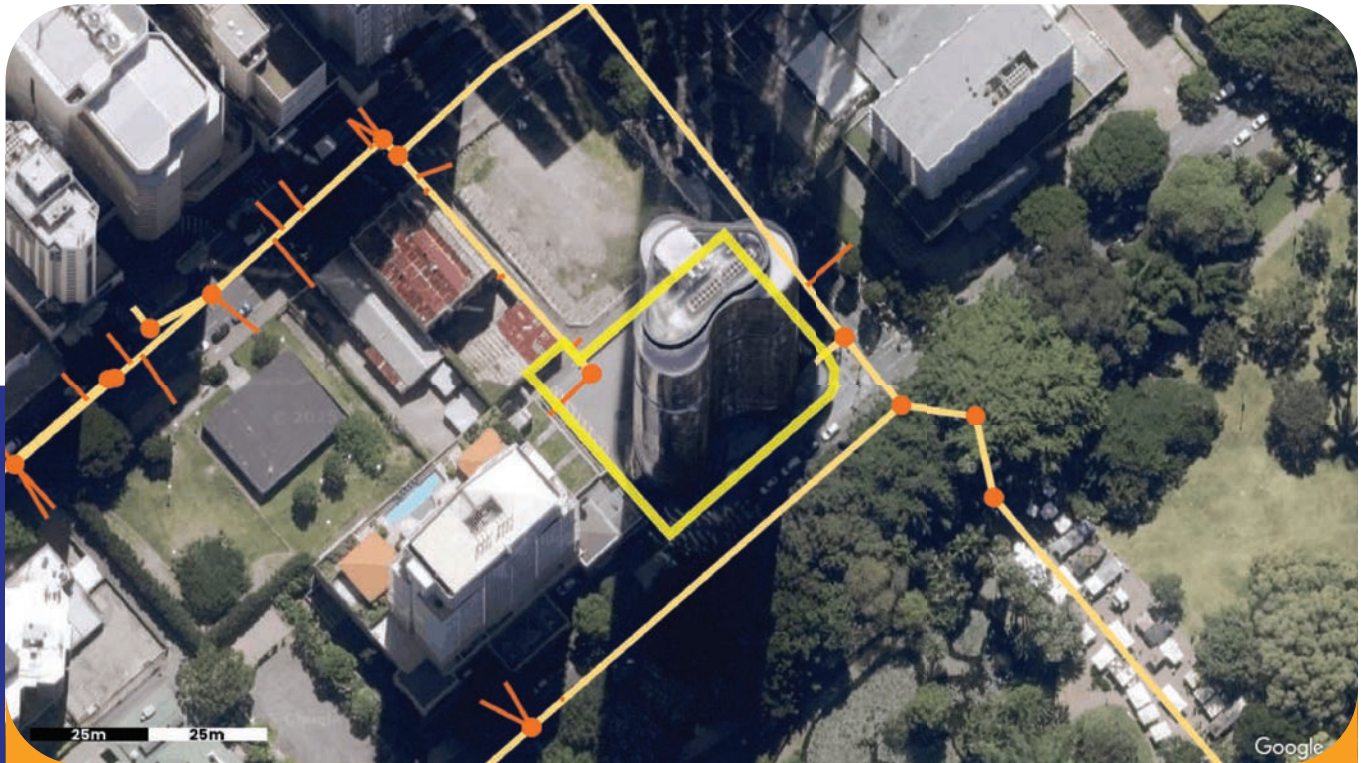
- Where is the water infrastructure located on the property?
- What impact might this have on renovations, extensions, new builds or redevelopment?
- What can be built over or near the identified water infrastructure?

LEGEND

-  Selected Property
-  Water Connection
-  Water Pipe

Sewer

Are there any sewer pipes nearby?



Sources: Urban Utilities

THINGS TO KNOW

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

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

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

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

Questions to ask

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

LEGEND

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

Stormwater

Are there stormwater pipes on or near the property?



Sources: Brisbane City Council

THINGS TO KNOW

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

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




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

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

Questions to ask

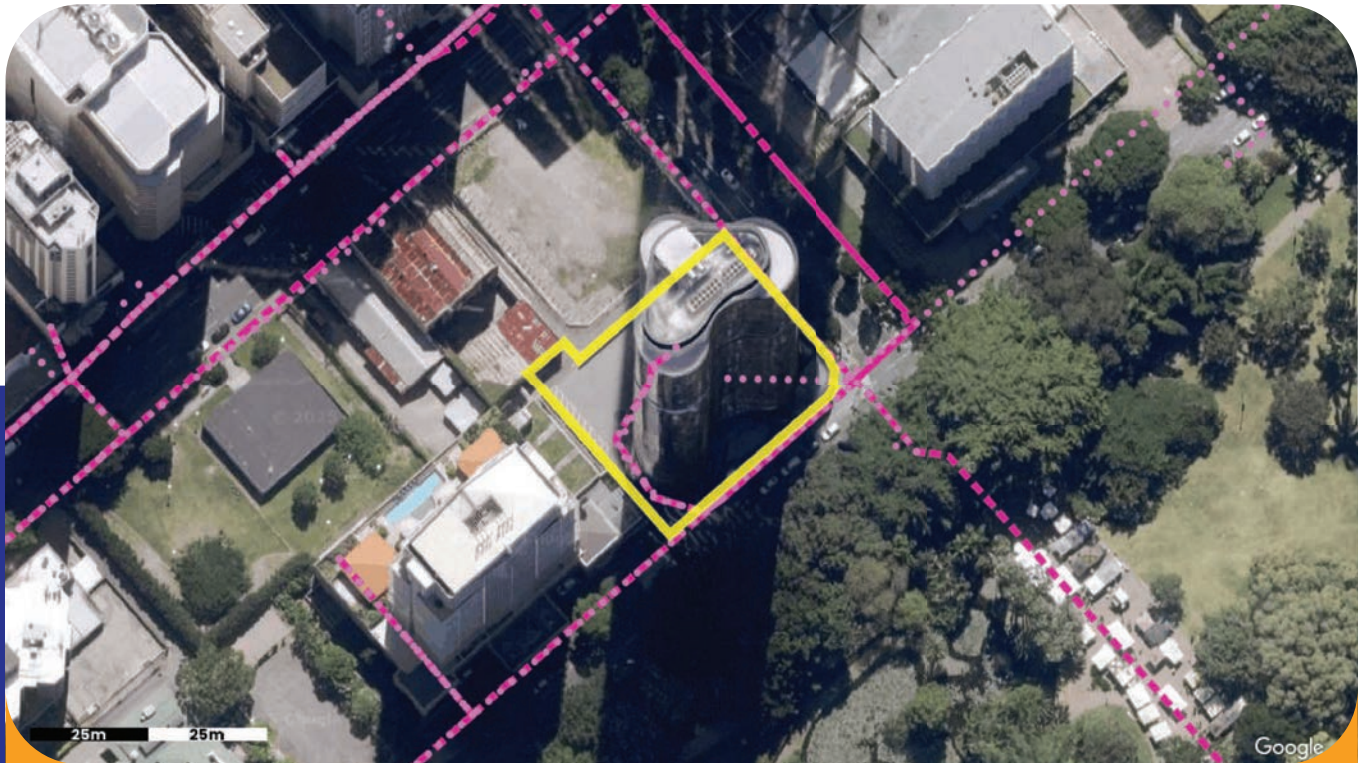
- Where is the stormwater infrastructure located on the property?
- Is there a lawful point of stormwater discharge available to the property?
- What impacts might this have on renovations, extensions, new builds or redevelopment?
- What can you build over or near the identified stormwater infrastructure?

LEGEND

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

Power

Are there any power lines on or near the property?



Sources: Energex

THINGS TO KNOW


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

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

Questions to ask

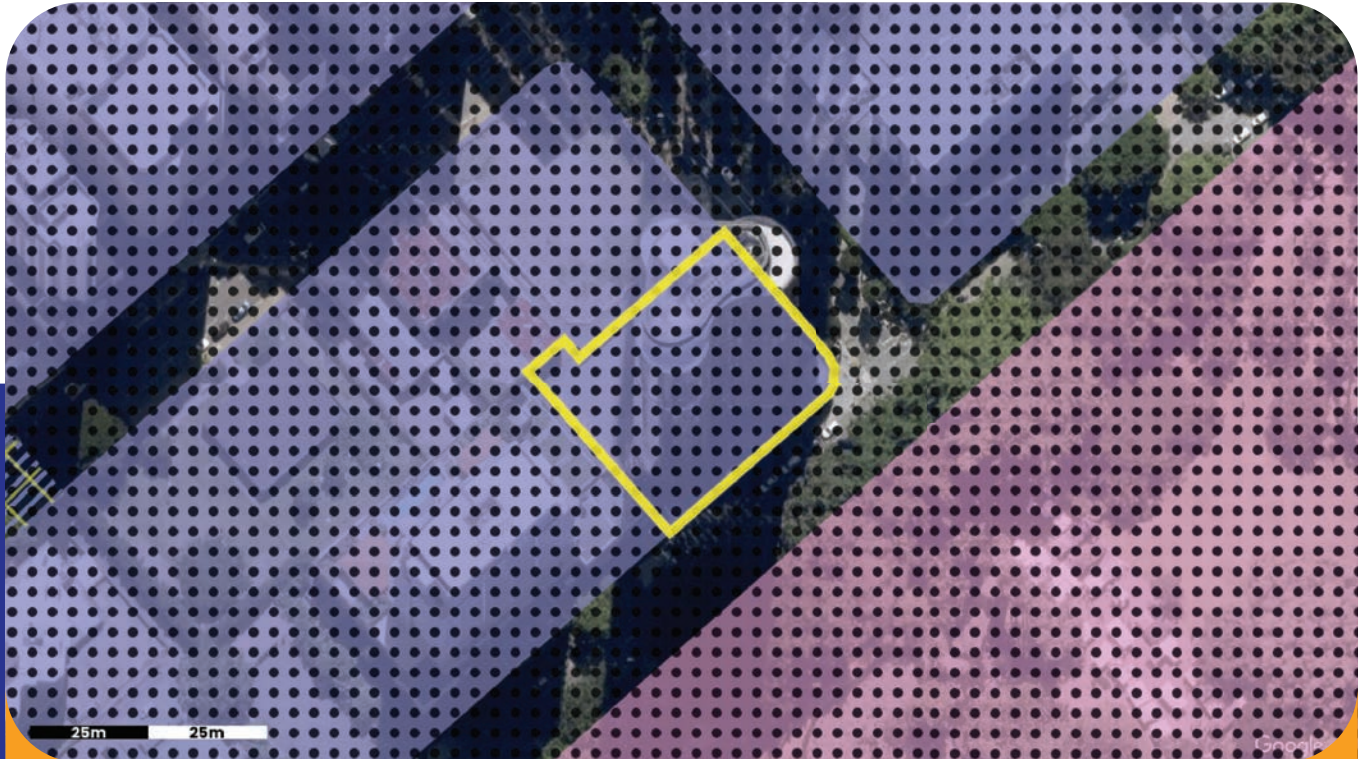
- Where is the power infrastructure located on the property?
- Is there an electricity connection available to the property?
- What impact might this have on renovations, extensions, new builds or redevelopment?

LEGEND

-  Selected Property
-  Underground Power Cable (HV)
-  Underground Power Cable (LV)

Zoning

What zone is my property?



Sources: Brisbane City Council, State Government – Economic Development Queensland

THINGS TO KNOW

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

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






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

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

Questions to ask

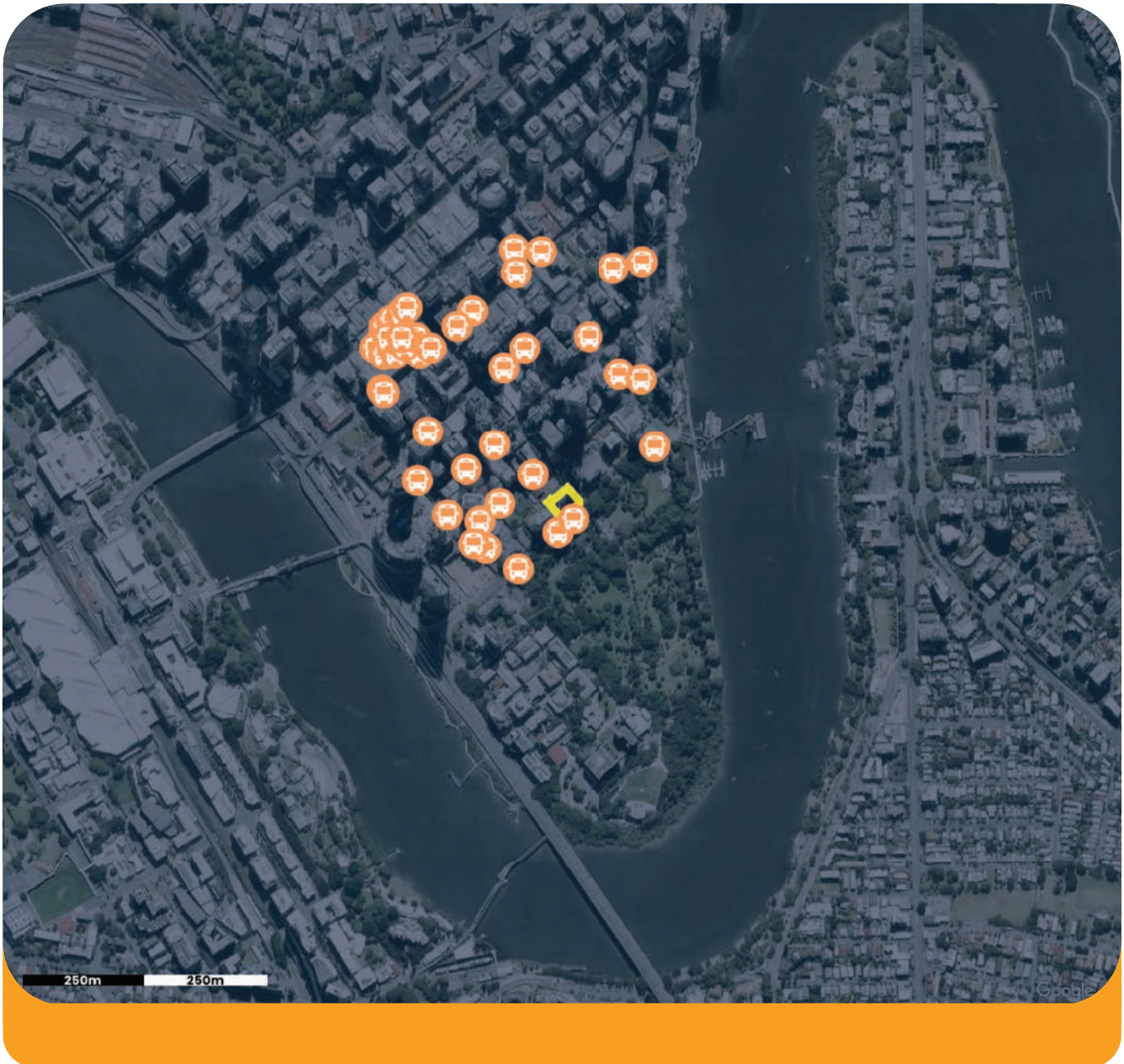
- What does the zoning and local plan mean for the property?
- What land uses are suitable for the applicable zone and/or local plan?

LEGEND

-  Selected Property
-  City Centre Neighbourhood Plan
-  Open Space (Metropolitan)
-  Principal Centre (City Centre)
-  Priority Development Area – State Gov
-  Queens Wharf Npp-003

Public Transport

Is there any public transport stops nearby?



LEGEND

 Selected Property

 Bus Stop

Boundary

View your property boundaries



LEGEND

 Selected Property

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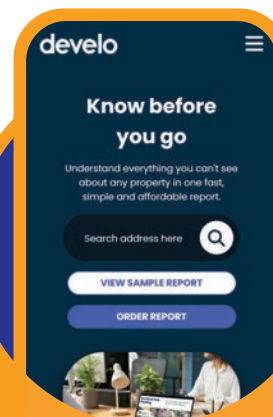
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