

24 September 2025

INFOTRACK PTY LTD

Ref

Fee     84.10                      Paid

Although all reasonable care has been taken in preparing this certificate, it is provided in good faith based solely on the records given to BCsystems (body corporate manager) by the body corporate, as at the date of issue. The body corporate manager cannot independently verify the accuracy or completeness of records provided to it by the body corporate.

The body corporate certificate is an extract of some information about the body corporate; it should not be relied upon as a comprehensive disclosure of all matters about the body corporate that may be relevant to a buyer. The buyer receiving the certificate should obtain their own legal or professional advice about the content of the certificate.

The buyer may inspect the body corporate records for important information that is not contained in the body corporate certificate, such as information about defects in the common property; expenses for which levies have not yet been fixed, disputes, and matters raised at recent body corporate meetings.

The buyer or their solicitor should request a second certificate before settlement, to confirm current amounts owed in respect of the lot for settlement adjustment calculation. If the second certificate is ordered within 3 months after the first certificate, a lesser fee applies to it.

Buyer's solicitor: Please provide a BCCM Form 8 promptly after settlement.

BCsystems  
info@bcsystems.com.au  
07 38990299

# 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](http://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](http://www.qld.gov.au/searchofadjudicatorsorders).

**The information in this certificate is issued on 24/09/2025**

### 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

**Clearwater Junction**

CTS No. **53375**

### 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: **Sonia de Gier**

Company: **BCsystems**

Phone: **07 3899 0299**

Email: **info@bcsystems.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: **2**

Plan type and number: **SP299719**

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](http://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](http://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?**

**No**

If yes, you can obtain a copy of the statement from Titles Queensland: [www.titlesqld.com.au](http://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:**

**listed in the Community Management Statement**

## Lot entitlements and financial information

### Lot entitlements

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

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

## Contribution schedule

Contribution schedule lot entitlement for the lot: **10**

Total contribution schedule lot entitlements for all lots: **610**

## Interest schedule

Interest schedule lot entitlement for the lot: **152**

Total interest schedule lot entitlements for all lots: **9,322**

## 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 **2** for the current financial year: \$ **2,295.08**

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

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

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

Due date	Amount due	Amount due if discount applied	Paid
01/01/25	579.67	579.67	02/01/25
01/04/25	579.67	579.67	31/03/25
01/07/25	567.87	567.87	01/07/25
01/10/25	567.87	567.87	
01/01/26	602.46	602.46	
01/04/26	602.46	602.46	

Amount overdue **Nil**  
Amount Unpaid including amounts billed not yet due **\$567.87**

### Sinking fund contributions

Total amount of contributions (before any discount) for lot **2** for the current financial year: \$ **1,064.76**

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

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

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

Due date	Amount due	Amount due if discount applied	Paid
01/01/25	255.82	255.82	02/01/25
01/04/25	255.82	255.82	31/03/25
01/07/25	276.56	276.56	01/07/25
01/10/25	276.56	276.56	
01/01/26	296.15	296.15	
01/04/26	296.15	296.15	

Amount overdue **Nil**  
Amount Unpaid including amounts billed not yet due **\$276.56**

### 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): **0** %

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

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 **Nil**

### Special contributions - Sinking 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): **0** %

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

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 **Nil**

#### Other contributions

	Due date	Amount due	Amount due if discount applied	Paid
Insurance	01/01/25	170.39	170.39	02/01/25
Insurance	01/04/25	170.39	170.39	31/03/25
Insurance	01/07/25	143.18	143.18	01/07/25
Insurance	01/10/25	143.18	143.18	
Insurance	01/01/26	170.85	170.85	
Insurance	01/04/26	170.85	170.85	

#### Other amounts payable by the lot owner

Purpose	Fund	Amount	Due date	Amount
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No other amounts payable for the lot.

#### Summary of amounts due but not paid by the current owner

At the date of this certificate

Annual contributions	<b>Nil</b>
Special contributions	<b>Nil</b>
Other contributions	<b>Nil</b>
Other payments	<b>Nil</b>
Penalties	<b>Nil</b>
Total amount overdue (Total Amount Unpaid including not yet due \$987.61)	<b>Nil</b>

(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](http://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**

**Current sinking fund balance (as at date of certificate): \$ 209,824.58**

#### **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**

#### **Body corporate assets**

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

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

## **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 STRATA COMMUNITY INSURANCE	QRSC20006443	28,468,550.00	38,459.00	23/01/26	\$1000 Basic \$1,000 Legal
FLOOD STRATA COMMUNITY INSURANCE	QRSC20006443	NOT INCLUDED		23/01/26	\$1000 Basic \$1,000 Legal
FLOATING FLOORS STRATA COMMUNITY INSURANCE	QRSC20006443	INCLUDED		23/01/26	\$1000 Basic \$1,000 Legal
PUBLIC LIABILITY STRATA COMMUNITY INSURANCE	QRSC20006443	20,000,000.00		23/01/26	\$1000 Basic \$1,000 Legal
OFFICE BEARERS LIA STRATA COMMUNITY INSURANCE	QRSC20006443	1,000,000.00		23/01/26	\$1000 Basic \$1,000 Legal

### 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
COMMON AREA CONTENTS STRATA COMMUNITY INSURANCE	QRSC20006443	103,000.00		23/01/26	\$1000 Basic \$1,000 Legal
LOSS RENT/TEMP ACCOM STRATA COMMUNITY INSURANCE	QRSC20006443	4,270,283.00		23/01/26	\$1000 Basic \$1,000 Legal
FIDELITY GUARANTEE STRATA COMMUNITY INSURANCE	QRSC20006443	100,000.00		23/01/26	\$1000 Basic \$1,000 Legal
CATASTROPHE STRATA COMMUNITY INSURANCE	QRSC20006443	4,270,282.00		23/01/26	\$1000 Basic \$1,000 Legal
GOV AUDIT COSTS STRATA COMMUNITY INSURANCE	QRSC20006443	25,000.00		23/01/26	\$1000 Basic \$1,000 Legal
LOT OWNERS FIXTURES STRATA COMMUNITY INSURANCE	QRSC20006443	300,000.00		23/01/26	\$1000 Basic \$1,000 Legal
APPEAL EXPENSES STRATA COMMUNITY INSURANCE	QRSC20006443	100,000.00		23/01/26	\$1000 Basic \$1,000 Legal
LEGAL DEFENCE EXP STRATA COMMUNITY INSURANCE	QRSC20006443	50,000.00		23/01/26	\$1000 Basic \$1,000 Legal
VOLUNTARY WORKERS STRATA COMMUNITY INSURANCE	QRSC20006443	INCLUDED		23/01/26	\$1000 Basic \$1,000 Legal

### 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](http://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](http://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:** Glam Brothers Pty Ltd ACN 681 380 236 ATF Lehi Family Trust ABN 75 400 792 104

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

**Yes - Name of authorised letting agent:** Glam Brothers Pty Ltd ACN 681 380 236 ATF Lehi Family Trust ABN 75 400 792 104

## 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](http://www.qld.gov.au/buyingbodycorporate).

## Body corporate authority

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

**Name/s** BCsystems

**Positions/s held** Body Corporate Manager

**Date** 24/09/2025

**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



# Clearwater Junction CTS 53375

70-90 Clearwater Street Bethania QLD 4205

## BALANCE SHEET

AS AT 31 DECEMBER 2024

	ACTUAL 31/12/2024	ACTUAL 31/12/2023
<b><u>OWNERS FUNDS</u></b>		
Administrative Fund	16,948.35	19,026.40
Sinking Fund	163,988.79	146,159.22
<b><u>TOTAL</u></b>	<b><u>\$ 180,937.14</u></b>	<b><u>\$ 165,185.62</u></b>
<b><u>THESE FUNDS ARE REPRESENTED BY</u></b>		
<b><u>CURRENT ASSETS</u></b>		
Gst On Capital	5,625.76	5,096.71
Cash At Bank	55,551.89	61,309.21
Accrued Income	1,329.05	1,111.56
B O Q Stratacash A/C 1	145,896.11	120,000.00
Prepaid Expenses	3,212.58	2,833.81
Levies Billed Not Yet Due	61,414.73	55,849.43
Levies Pre-Paid	1,575.51	1,321.09
Levies In Arrears	5,245.62	3,259.59
Other Arrears	7,952.64	3,420.12
<b><u>NON-CURRENT ASSETS</u></b>		
<b><u>TOTAL ASSETS</u></b>	<b><u>287,803.89</u></b>	<b><u>254,201.52</u></b>
<b><u>LIABILITIES</u></b>		
Gst Clearing A/C	1,572.54	471.82
Creditors	(88.73)	0.00
Accrued Expenses	5,560.52	4,062.05
Levies Billed Not Yet Due	61,414.73	55,849.43
Levies Pre-Paid	1,575.51	1,321.09
Levies In Advance	31,024.48	23,737.10
Other Payments In Advance	5,807.70	3,574.41
<b><u>TOTAL LIABILITIES</u></b>	<b><u>106,866.75</u></b>	<b><u>89,015.90</u></b>
<b><u>NET ASSETS</u></b>	<b><u>\$ 180,937.14</u></b>	<b><u>\$ 165,185.62</u></b>



# Clearwater Junction CTS 53375

70-90 Clearwater Street Bethania QLD 4205

## STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JANUARY 2024 TO 31 DECEMBER 2024

	ACTUAL 01/01/24-31/12/24	BUDGET 01/01/24-31/12/24	%	ACTUAL 01/01/23-31/12/23
<b><u>ADMINISTRATIVE FUND</u></b>				
<b><u>INCOME</u></b>				
Levies - Administrative Fund	135,999.48	136,000.00	100.00	120,999.60
Insurance Premium Reimbursemnt	35,424.04	35,417.00	100.02	27,406.68
Interest On Overdue Levies	2,895.72	0.00		2,869.25
Gst On Income	(15,583.94)	(15,583.37)	100.00	(13,491.48)
<b>TOTAL ADMIN. FUND INCOME</b>	<b>158,735.30</b>	<b>155,833.63</b>		<b>137,784.05</b>
<b><u>EXPENDITURE - ADMIN. FUND</u></b>				
<b><u>AUDIT &amp; TAXATION COSTS</u></b>				
Independent Audit Fee	1,247.40	1,180.85	105.64	0.00
Independent Audit File Prep	469.70	469.70	100.00	0.00
Bas Lodgement	1,012.00	1,012.00	100.00	990.00
Income Tax Return	220.00	220.00	100.00	209.00
<b><u>BANK &amp; FINANCIAL CHARGES</u></b>				
Stratapay Transaction Fee	341.40	350.00	97.54	301.65
<b><u>UTILITIES</u></b>				
Electricity - Common Areas	1,056.24	500.00	211.25	268.01
Electricity Govt Rebate No Gst	(650.00)	0.00	0.00	0.00
Cold Water - Common -No Gst	1,370.98	300.00	456.99	108.09
<b><u>INSURANCE</u></b>				
Insurance Premium	32,859.18	32,556.30	100.93	27,321.60
Insurance Stamp Duty - No Gst	2,878.10	2,860.70	100.61	2,392.77
Insurance Claim Expenses	0.00	0.00	0.00	4,070.00
Insurance Claim Rec - No Gst	0.00	0.00	0.00	(3,200.00)
Insurance Excess Owner No Gst	0.00	0.00	0.00	(500.00)
<b><u>CARETAKER/BUILDING MANAGER</u></b>				
Caretaker Contract	96,195.41	97,121.16	99.05	91,460.74
<b><u>PROFESSIONAL ADVICE/FEES</u></b>				
Advice - Strata Additional	2,434.10	2,500.00	97.36	1,973.40
Advice - Maintenance	132.00	0.00		0.00
Engineer/Building Consultant	0.00	0.00	0.00	3,850.00
<b><u>LICENCES &amp; PERMITS FEE</u></b>				
Council Rates - Waste - No Gst	0.00	200.00	0.00	95.16
Software & Records Storage	1,409.10	1,409.10	100.00	1,409.10
<b><u>COMPLIANCE</u></b>				
Report - Insurance Valuation	983.00	983.00	100.00	0.00
Report - Sinking Fund	1,047.00	1,047.00	100.00	0.00
Report - Whs	1,045.00	1,045.00	100.00	0.00
<b><u>FIRE PROTECTION</u></b>				
Fire - Compliance Activities	440.00	0.00		0.00
<b><u>PEST CONTROL</u></b>				

# Clearwater Junction CTS 53375

70-90 Clearwater Street Bethania QLD 4205

## STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JANUARY 2024 TO 31 DECEMBER 2024

	ACTUAL 01/01/24-31/12/24	BUDGET 01/01/24-31/12/24	%	ACTUAL 01/01/23-31/12/23
Pest Control Treatment	2,378.00	200.00	1,189.00	0.00
Annual Termite Inspection	5,841.00	6,200.00	94.21	0.00
<b><u>ELECTRICAL</u></b>				
R&M - Electrical General	115.50	700.00	16.50	373.82
R&M - Lighting	0.00	0.00	0.00	291.41
R&M - Rcd/Safety Switch	231.00	0.00		0.00
<b><u>PLUMBING</u></b>				
Plumbing General	385.00	250.00	154.00	0.00
<b><u>BUILDING GENERAL</u></b>				
R&M - Building General	700.00	500.00	140.00	0.00
R&M - Garage Doors	4,423.00	0.00		0.00
R&M - Locks/Keys	180.00	0.00		0.00
R&M - Roof/Gutters	0.00	800.00	0.00	770.00
<b><u>GARDENS/GROUNDS</u></b>				
R&M - Grounds General	792.00	200.00	396.00	819.00
R&M - Fencing	915.00	0.00		0.00
R&M - Green Waste Removal	0.00	1,000.00	0.00	48.00
R&M - Trees	0.00	1,000.00	0.00	1,000.00
<b><u>EQUIPMENT/FURNITURE</u></b>				
R&M - Equipment	0.00	500.00	0.00	319.80
R&M - Gym Equipment	553.00	1,000.00	55.30	560.00
<b><u>SECURITY</u></b>				
R&M - Cctv	327.90	250.00	131.16	209.00
<b><u>IT/COMMUNICATION</u></b>				
Telephone Intercom	0.00	350.00	0.00	0.00
<b><u>BODY CORPORATE MANAGEMENT</u></b>				
Fixed Price -Management Time	10,807.58	10,872.73	99.40	10,347.00
Fixed Price - Disbursements	4,116.24	4,140.75	99.41	3,924.51
Variable Disbursements	2.41	450.00	0.54	405.01
<b><u>GST</u></b>				
Gst On Expenses	(15,444.89)	(15,346.17)	100.64	(13,838.89)
<b><u>TOTAL ADMIN. EXPENDITURE</u></b>	<b>160,813.35</b>	<b>156,822.12</b>		<b>135,978.18</b>
<b><u>SURPLUS / DEFICIT</u></b>	<b>\$ (2,078.05)</b>	<b>\$ (988.49)</b>		<b>\$ 1,805.87</b>
Opening Admin. Balance	19,026.40	19,026.40	100.00	17,220.53
<b><u>ADMINISTRATIVE FUND BALANCE</u></b>	<b>\$ 16,948.35</b>	<b>\$ 18,037.91</b>		<b>\$ 19,026.40</b>

# Clearwater Junction CTS 53375

70-90 Clearwater Street Bethania QLD 4205

## STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JANUARY 2024 TO 31 DECEMBER 2024

	ACTUAL 01/01/24-31/12/24	BUDGET 01/01/24-31/12/24	%	ACTUAL 01/01/23-31/12/23
<b><u>SINKING FUND</u></b>				
<b><u>INCOME</u></b>				
Levies - Sinking Fund	58,230.57	58,230.00	100.00	58,230.63
<b><u>INTEREST</u></b>				
Interest Received	5,896.11	0.00		0.00
Accrued Interest	217.49	0.00		1,111.56
Gst On Income	(5,293.70)	(5,293.64)	100.00	(5,293.68)
<b><u>TOTAL SINKING FUND INCOME</u></b>	<b>59,050.47</b>	<b>52,936.36</b>		<b>54,048.51</b>
<b><u>EXPENDITURE - SINKING FUND</u></b>				
<b><u>ELECTRICAL</u></b>				
Electrical General	0.00	0.00	0.00	7,944.75
Electrical - Lighting	571.66	0.00		15,889.50
<b><u>BUILDING</u></b>				
Building General	0.00	0.00	0.00	1,879.90
Lock/Keys	115.00	0.00		0.00
Concreting	4,425.92	0.00		0.00
Underpinning	21,976.16	0.00		1,067.05
Painting - Linemarking	0.00	0.00	0.00	5,071.00
<b><u>GARDENS/GROUNDS</u></b>				
Gardens - Mulching	9,554.24	0.00		0.00
<b><u>FACILITIES/EQUIPMENT</u></b>				
Gym Equipment	6,195.00	0.00		0.00
<b><u>SECURITY</u></b>				
Cctv Cameras	2,505.00	0.00		0.00
<b><u>TAXATION</u></b>				
<b><u>GST</u></b>				
Gst On Expenses	(4,122.08)	0.00	0.00	(2,895.65)
<b><u>TOTAL SINK. FUND EXPENDITURE</u></b>	<b>41,220.90</b>	<b>0.00</b>		<b>28,956.55</b>
<b><u>SURPLUS / DEFICIT</u></b>	<b>\$ 17,829.57</b>	<b>\$ 52,936.36</b>		<b>\$ 25,091.96</b>
Opening Sinking Fund Balance	146,159.22	146,159.22	100.00	121,067.26
<b><u>SINKING FUND BALANCE</u></b>	<b>\$ 163,988.79</b>	<b>\$ 199,095.58</b>		<b>\$ 146,159.22</b>

## **Details of improvements to common property that the lot owner is responsible for**

The prospective purchaser of the lot will automatically become responsible for any improvements to common property that were made by the current or previous owner/s of that lot.

By definition, any part of the building that is not original to the construction is an "improvement" - a thing that was added, modified, or removed later by an owner at the time of that lot. The responsibility for an improvement always rests with the current owner of the lot.

### ***Example of an improvement to common property by a lot owner:***

*In a building format plan townhouse scheme, Lot 1 requests approval to install an awning over their front entry door, so they can be protected from rain as they unlock their front door. The body corporate approves this request, but the installation is made by Lot 1 at their own cost.*

*The installation of the awning is technically located on the common property (being on the exterior of the lot). Had that awning been original to the development, it would have been a body corporate obligation to maintain it based on its location on common property.*

*However, as it is an 'improvement to common property' made by Lot 1 for their own benefit, that awning will forever be the maintenance responsibility of Lot 1. If Lot 1 sells, the future owner of Lot 1 will inherit the responsibility.*

### **The following information is provided by the Queensland Government:**

*An owner can make an improvement to common property if approved by the committee or the body corporate at a general meeting.*

*The committee can approve an improvement by an owner if the:*

- *total cost is less than \$3,000*
- *improvement does not detract from the appearance of a lot*
- *body corporate is satisfied that the use and enjoyment of the improvement is not likely to be a breach of the owner's duties as an occupier (e.g. by causing a nuisance to others in the scheme).*

*If the committee cannot approve the work it must be authorised by ordinary resolution at a general meeting.*

*The owner must:*

- *comply with any conditions of approval, and*
- *maintain the improvement.*

*When an improvement is made to the common property by a lot owner they must give the body corporate details of the type of work and value of the improvement.*

*If the improvement increases the body corporate's insurance premium, the owner may have to pay the extra.*

*From <<https://www.qld.gov.au/law/housing-and-neighbours/body-corporate/maintenance/improvements>>*

### **How to identify a specific obligation**

Improvements to common property include both:

- *Authorised* improvements (being approved at either a committee meeting or general meeting; AND
- *Unauthorised* improvements (i.e. improvements made without approval).

As improvements may have been made without obtaining the body corporate's approval (*unauthorised improvements*), the absence of approval records does not guarantee that the thing is an original part of the common property.

### **Common examples of improvements:**

The following are common examples of improvements made to common property by and for the benefit of a lot:

- Air-conditioner condensers situated on the exterior of a building
- Private (non-shared) hot water systems
- Additional door locks, electronic locks, peep-holes,
- Security screen doors, flyscreens or insect screens
- External shutters and blinds on windows, or on balconies or patios
- Solar panels and associated equipment
- Security cameras, electronic doorbells
- Motors on garage roller doors and tilt doors (where the original construction was manually operated doors)
- Internet cabling, TV antenna, satellite dish
- Enhanced or new areas of garden directly adjacent to the lot
- Changes to the exterior ground surface - Pavers, pathways, gravel, garden beds, fencing
- Changes to any patio, terrace, courtyard area which is subject to an exclusive use by-law
- Garden sheds
- Carports and carport slabs
- Window awnings

### Historical improvements

Improvements may have been made at any time from the original construction, to the current date. In older schemes, improvements may have been made over a very long period of time. The responsibility to maintain those aged improvements still transfers to the current owner of the lot, though they may be more difficult to identify with certainty.

By definition, any part of the building that is not original to the construction is an "improvement" - a thing that was added, modified, or removed later by an owner at the time of that lot.

### Improvement as a 'removal' of something

The *removal* of something may also be an 'improvement' for which a lot owner is responsible.

If for example a lot owner requested permission to remove some lattice or fencing from common property to improve the view out of their window, then a subsequent owner of that lot could not expect the body corporate to reinstate that lattice or fencing later.

If the reinstatement of the lattice or fencing was required later, that would be a cost for the owner of lot which originally had it removed.

### **Further right to information**

A prospective purchaser is eligible to inspect the full records of the body corporate for a minor statutory cost. The buyer may inspect personally, or may appoint an agent to inspect the records on their behalf.

A full records inspection may identify the relevant minutes of the meeting at which an improvement was approved (if it is an authorised improvement), or may identify other correspondence or records identifying improvements for which the lot owner is responsible to maintain.

QUEENSLAND TITLES REGISTRY PTY LTD                      AUTOMATED TITLES SYSTEM                      ENE470  
 25/09/2025 11:13                      COMMUNITY TITLES SCHEME SEARCH STATEMENT  
 Request No: 53494311

Scheme Name: CLEARWATER JUNCTION COMMUNITY TITLES SCHEME 53375

Body Corp. Addr: PO BOX 743  
    MORNINGSIDE    QLD  
    4170

COMMUNITY MANAGEMENT STATEMENT No: 53375

Title	Lot	Plan
51209050	CP	SP 299719
51209051	1	SP 299719
51209052	2	SP 299719
51209053	3	SP 299719
51209054	4	SP 299719
51209055	5	SP 299719
51209056	6	SP 299719
51209057	7	SP 299719
51209058	8	SP 299719
51209059	9	SP 299719
51209060	10	SP 299719
51209061	11	SP 299719
51209062	12	SP 299719
51209063	13	SP 299719
51209064	14	SP 299719
51209065	15	SP 299719
51209066	16	SP 299719
51209067	17	SP 299719
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51209084	34	SP 299719
51209085	35	SP 299719
51209086	36	SP 299719
51209087	37	SP 299719
51209088	38	SP 299719
51209089	39	SP 299719
51209090	40	SP 299719
51209091	41	SP 299719
51209092	42	SP 299719
51209093	43	SP 299719

Page 1/2

QUEENSLAND TITLES REGISTRY PTY LTD                      AUTOMATED TITLES SYSTEM                      ENE470  
 25/09/2025 11:13                      COMMUNITY TITLES SCHEME SEARCH STATEMENT  
 Request No: 53494311

Title	Lot	Plan
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51209094	44	SP	299719
51209095	45	SP	299719
51209096	46	SP	299719
51209097	47	SP	299719
51209098	48	SP	299719
51209099	49	SP	299719
51209100	50	SP	299719
51209101	51	SP	299719
51209102	52	SP	299719
51209103	53	SP	299719
51209104	54	SP	299719
51209105	55	SP	299719
51209106	56	SP	299719
51209107	57	SP	299719
51209108	58	SP	299719
51209109	59	SP	299719
51209110	60	SP	299719
51209111	61	SP	299719

COMMUNITY MANAGEMENT STATEMENT Dealing No: 719858646

\*\* End of CMS Search Statement \*\*

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

# Rate Notice

## July - September 2025

Logan City Council ABN 21 627 796 435



166389/W/070749

H1

BR-QLD

**WATERS & BROSNAN CUSTODIAL PTY LTD**  
(TRUSTEE)  
36 Maxwell Dr  
LATROBE TAS 7307

**Assessment number** 11218513**Billing period** 01 Jul 2025 - 30 Sep 2025**Issue date** 21 Jul 2025**Due date** 22 Aug 2025**Amount due** \$1,172.07

Interest of 12.12% pa compounding daily is charged on overdue rates and charges.

Property location	Lot on plan	Rating category	Rateable value
2/70-90 Clearwater Street, BETHANIA QLD 4205	Lot 2 SP 299719	Residential (Non-Owner-Occupied)	\$37,503

### Go paperless!

Register now to receive your next rate notice delivered directly to your inbox. Please visit the link or scan the QR code below.

### Having trouble paying your rates?

If you are experiencing financial hardship, please visit the link or scan the QR code below.

[logan.qld.gov.au/rates](https://logan.qld.gov.au/rates)

## Summary of charges

Payments received after 3 July 2025 may not be included below.

Balance as of 3 July 2025	\$	0.00
Council rates and charges	\$	641.08
State government charges	\$	62.90
Water and wastewater (sewerage) charges This total consists of services and usage charges, refer to page 3	\$	468.09
<b>Amount payable if paid by 22 Aug 2025</b>	<b>\$</b>	<b>1,172.07</b>

See over the page for a breakdown and more payment options



Payment online



Payment by Bpay



Payment by phone



Payment at Australia Post



Use your credit or debit card to pay  
24 hours,  
7 days per week

Ref No: 1121 8513

[logan.qld.gov.au/online-payment](https://logan.qld.gov.au/online-payment)

**Biller Code: 17392**  
**Ref: 5 1121 8513**

**Telephone & Internet Banking - Bpay®**  
Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: [www.bpay.com.au](http://www.bpay.com.au)

**Biller Code: 17392**  
**Ref: 5 1121 8513**

Phone **1300 276 468** or from overseas **+61 1300 276 468**

\* Credit Card payments may incur a 0.34% surcharge.



\*0459 11218513

Minimum payment \$50.00 unless the amount shown on the current rate notice is less.



Assessment number: 11218513	Period: 1 Jul 2025 to 30 Sep 2025	Issue date: 21 July 2025
Breakdown of July to September 2025 rates and charges	Amount	Total

<b>Council rates and charges</b>		
General Rate - Residential (Non-Owner-Occupied)	\$ 502.07	
Garbage Charge – Residential Waste & Recycling	\$ 111.50	
Environmental Charge	\$ 27.10	
Volunteer Fire Brigade Separate Charge	\$ 0.41	\$ 641.08
<b>State government charges</b>		
State Emergency Levy Group 2	\$ 62.90	\$ 62.90
<b>Water and wastewater (sewerage) charges</b>		
Water Service Charge - Res	\$ 82.13	
Wastewater (Sewerage) Charge	\$ 202.00	
Water Usage	\$ 183.96	\$ 468.09
		\$ 1,172.07
<b>Total rates and charges for July to September 2025</b>		

The Queensland Government waste levy for general waste has increased from \$115 per tonne in 2024/25 to \$125 per tonne for 2025/26. The Queensland Government has reduced the rebate provided to Council from \$12,381,830 in 2024/25 to \$11,083,480 in 2025/26 to mitigate impacts from the waste levy on households. Council's Waste Utility Charge covers costs associated with providing bin collection services and managing waste in the City of Logan, including the gap between the Queensland Government waste levy charged to Council and the rebate received by Council which is approximately 70% for the 2025/26 financial year.

Council contact details

Logan City Council Administration Centre and Customer Service Centres

150 Wembley Rd, Logan Central

Postal Address:  
PO Box 3226, Logan City DC Qld 4114

Open: 8am–5pm Monday to Friday (AEST)  
Website: [logan.qld.gov.au](http://logan.qld.gov.au)  
Email: [council@logan.qld.gov.au](mailto:council@logan.qld.gov.au)  
Rates enquiries: 07 3412 5230

Beenleigh Customer Service

105 George St, Beenleigh  
(Cnr of George St and City Rd)  
Open: 8am–4.45pm Monday to Friday (AEST)

Jimboomba Customer Service

18–22 Honora St, Jimboomba  
Open: 8am–4.45pm Monday to Friday (AEST)

Council offices are closed on public holidays

Other ways to pay your rates

AusPost app

Download the Australia Post app available on the App Store or Google Play. Use the app to pay your rates.



Direct debit

To arrange automatic payment from your bank account, visit [logan.qld.gov.au/rates/payment-options](http://logan.qld.gov.au/rates/payment-options). Your application must be received at least seven days before the next due date. NOTE: Direct Debit can not be set up on a credit card account.



In person

Logan City Council Administration Centre or Customer Service Centres

cash; cheque; money order; debit card; credit card



By mail

Make your cheque or money order payable to Logan City Council and post it with details of your property address and rates assessment number to the postal address on this page.

Water and Wastewater  
Account Information



Distribution and retail charges for the period **01/07/2025 to 30/09/2025** have been totalled and are detailed below

Property location	Lot on plan
2/70-90 Clearwater Street, BETHANIA QLD 4205	Lot 2 SP 299719

Local Government Distribution and Retail Charges

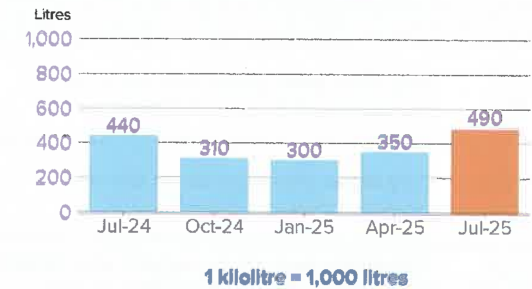
Water Service Charge - Res - amount charged to maintain the water network	\$	82.13
Wastewater (Sewerage) Charge - amount charged to maintain the wastewater network	\$	202.00
Water Usage	\$	183.96
	\$	468.09

Meter No.	Previous read date	Previous meter reading	Current read date	Current meter reading	Usage	No. of days	Avg. daily usage (kL)
ABG1620671	07 Jan 2025	934	31 Mar 2025	975	41	83	0.494
Council Sub-meter Water Cons Charge			41.00 @ 1.0428 per kL			\$	42.75
State Govt Bulk Water Charge			41.00 @ 3.4440 per kL			\$	141.21
						\$	183.96

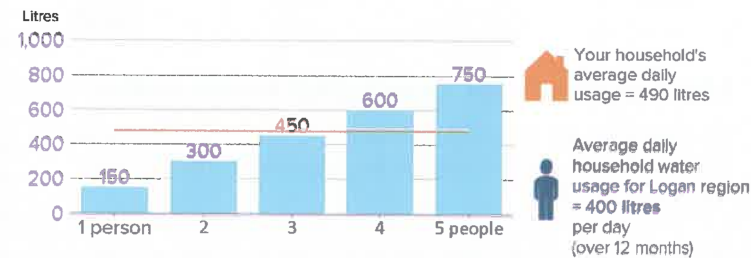
Water usage detail (PLEASE NOTE: Meters that have zero usage during the period are not shown)

Your water usage comparison

Compare your average daily usage over time



Compare your current daily usage with others in the Logan region



Please refer to the RTA for advice on the charges that can be passed on to tenants. Visit [rta.qld.gov.au](http://rta.qld.gov.au) and search for 'Water charging fact sheet'.

You are using more water than the average Logan household, there are many simple ways for you to use less water. Check out our water saving tips on the next page to see how small changes can make a big difference.

## How you can save water

If you're using more than the average household, try these waterwise tips.





With small changes in your habits, you'll save money and we'll all save water.

 Have shorter showers. Save 9 litres a min.	 Run the dishwasher only when full. Save 1,000s of litres a year.
 Fix a dripping tap. Save 50 litres a day.	 Turn off the tap when brushing your teeth. Save 5 litres a min.
 Use the half flush button on the toilet. Save 30 litres a day.	 Run the washing machine only with full loads. Save 1,000s of litres a year.
 Sweep your driveway rather than hose it down. Save 11 litres a min.	 Use a pressure cleaner to clean your car instead of a hose. Save 8 litres a min.
 Use a pool cover. Save 36,000 litres a year.	 Install a rainwater tank. Save 1000s of litres a year.

For more information visit:  
[logan.qld.gov.au/waterwise](http://logan.qld.gov.au/waterwise)

## Do you know what \$1 of water usage charges buys you?

Because we use water for so many things in our households, it can be hard sometimes to see exactly what our water bill buys us. You might be surprised to learn just how much water you get for around \$1, here are a few examples:

			
<b>1,000</b>	<b>OR 6x</b>	<b>OR 25</b>	<b>OR 82</b>
CUPS OF DRINKING WATER	4 MINUTE SHOWERS	FULL DISHWASHER LOADS	HALF FLUSHES OF THE TOILET

## How to check for concealed water leaks

It's easy to check for concealed water leaks, and if your pipes are leaking you may be eligible for a reimbursement on your water usage costs.

We repair water leaks from the water supply system to (and including) your water meter. You are responsible for repairs from your water meter to your property.

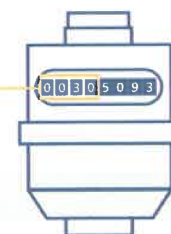
For more information visit:  
[logan.qld.gov.au/waterleaks](http://logan.qld.gov.au/waterleaks)

## How to read your water meter

Locate your meter and read the **BLACK NUMBERS ONLY** as per the images shown.

If your meter is this type, the reading would be

0030  
kilolitres



If your meter is this type, the reading would be

0030  
kilolitres



If your meter is this type, the reading would be

0030  
kilolitres



**Please make sure your water meter can be easily accessed by meter readers at all times.**



### Struggling to take a 4 minute shower?

Drop into your local library or nearest customer service centre to pick up a 4 minute shower timer. It's our gift to you to say thanks for working with us to better manage our precious water resources.

## Don't rush to flush

Disposing the wrong items down toilets, sinks and wastewater pipes can result in homeowners incurring expensive plumbing bills to unblock wastewater pipes on their property.

Correct disposal also reduces unnecessary damage to our wastewater network and the environment.



**Only flush toilet paper, pee and poo.**  
(No wet wipes, tissues or paper towels).



**Only water should go down the sink.**  
(No cooking oil, grease or food scraps).



**Take paint, fuel, engine oil and chemicals to Council's Waste and Recycling facility.**  
(Don't tip onto your grass).

For more information visit:  
[logan.qld.gov.au/dontrushflush](http://logan.qld.gov.au/dontrushflush)

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

GENERAL REQUEST

30  
Duty Imprint

FORM 14 Version 4  
Page 1 of 1



719858646

\$192.00

21/01/2020 15:21

BE 460

1. Nature of request

REQUEST TO RECORD FIRST COMMUNITY  
MANAGEMENT STATEMENT (CMS) FOR  
CLEARWATER JUNCTION COMMUNITY TITLES  
SCHEME (CTS)

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

PHILIP USHER CONSTRUCTIONS PTY LTD  
PO BOX 1536, BROWNS PLAINS QLD 4118 060A  
PH: 07 3800 1666  
EMAIL: LEGAL@PHILIPUSHER.COM.AU

Lodger  
Code

2. Lot on Plan Description

LOT 38 ON SP290407

Title Reference

51082695

3. Registered Proprietor/State Lessee

PHILIP USHER CONSTRUCTIONS PTY LTD A.C.N. 011 008 101

4. Interest

NOT APPLICABLE

5. Applicant

PHILIP USHER CONSTRUCTIONS PTY LTD A.C.N. 011 008 101

6. Request

I hereby request that: the first CMS deposited herewith be recorded as the CMS for Clearwater Junction CTS and that  
PO Box 743, Morningside QLD 4170 be recorded as the address for service of the Body Corporate for the Scheme.

7. Execution by applicant

21/1/20

Execution Date

George Gordon Wallace  
Solicitor

Applicant's or Solicitor's Signature

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

Clearwater Junction CTS

**53375**

CMS LABEL NUMBER

This statement incorporates and must include the following:

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

**1. Name of community titles scheme**

Clearwater Junction Community Titles Scheme

**2. Regulation module**

Accommodation

**3. Name of body corporate**

Body Corporate for Clearwater Junction Community Titles Scheme

**4. Scheme land**

Lot on Plan Description  
 Common Property of  
 Clearwater Junction  
 Community Titles Scheme  
 Lots 1-61 on SP299719

Title Reference  
 51082695

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

Philip Usher Constructions Pty Ltd  
 PO Box 1536, Browns Plains QLD 4118

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

Plan No SP299719

# first community management statement only

**7. Local Government community management statement notation**

..... signed  
*Steve Kinsela, Acting Coordinator* name and designation  
 ..... Logan City Council ..... name of Local Government

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

FOR PHILIP USHER CONSTRUCTIONS  
 PTY LTD ACN 011 008 101 ITS DULY  
 CONSTITUTED ATTORNEY STEPHEN  
 GEORGE TURNER UNDER POWER OF  
 ATTORNEY No. 705047047

31/4/19  
 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 information from this form is authorised by legislation and is used to maintain publicly searchable records. For more information see the Department's website.

<b>SCHEDULE A</b>	<b>SCHEDULE OF LOT ENTITLEMENTS</b>
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Applicable upon the establishment of the Clearwater Junction Community Titles Scheme.

Lot No.	Contribution	Interest
1 on SP299719	10	244
2 on SP299719	10	152
3 on SP299719	10	152
4 on SP299719	10	146
5 on SP299719	10	146
6 on SP299719	10	152
7 on SP299719	10	152
8 on SP299719	10	152
9 on SP299719	10	152
10 on SP299719	10	146
11 on SP299719	10	146
12 on SP299719	10	152
13 on SP299719	10	152
14 on SP299719	10	152
15 on SP299719	10	152
16 on SP299719	10	152
17 on SP299719	10	152
18 on SP299719	10	153
19 on SP299719	10	153
20 on SP299719	10	145
21 on SP299719	10	145
22 on SP299719	10	152
23 on SP299719	10	152
24 on SP299719	10	152
25 on SP299719	10	152
26 on SP299719	10	152
27 on SP299719	10	152
28 on SP299719	10	152
29 on SP299719	10	152
30 on SP299719	10	152
31 on SP299719	10	152
32 on SP299719	10	152
33 on SP299719	10	152
34 on SP299719	10	153
35 on SP299719	10	153
36 on SP299719	10	153
37 on SP299719	10	153
38 on SP299719	10	153
39 on SP299719	10	153

Lot No.	Contribution	Interest
40 on SP299719	10	153
41 on SP299719	10	153
42 on SP299719	10	153
43 on SP299719	10	153
44 on SP299719	10	152
45 on SP299719	10	149
46 on SP299719	10	152
47 on SP299719	10	152
48 on SP299719	10	152
49 on SP299719	10	153
50 on SP299719	10	153
51 on SP299719	10	152
52 on SP299719	10	149
53 on SP299719	10	152
54 on SP299719	10	153
55 on SP299719	10	153
56 on SP299719	10	152
57 on SP299719	10	152
58 on SP299719	10	152
59 on SP299719	10	152
60 on SP299719	10	145
61 on SP299719	10	145
<b>Totals</b>	<b>610</b>	<b>9322</b>

#### **Principles for deciding the contribution schedule lot entitlements**

The contribution lot entitlements for the scheme are equal based on the principle of equality pursuant to section 46 (7) and section 46A (1) of the Body Corporate and Community Management Act 1997 as amended.

#### **Principles for deciding the interest schedule lot entitlements**

The interest schedule lot entitlements reflect the respective market value of the lots and the market value of the lots has been principally determined by reference to the respective Gross Floor areas (G.F.A.) of the respective lots.

These principles shall apply similarly in the event of any further development of the scheme land.

#### **SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND**

[Not applicable, as it is not intended that the Scheme be developed progressively, nor is it intended that the Scheme form part of, or be the basis for, a layered arrangement of Community Titles Schemes.]



**SCHEDULE C BY-LAWS****1. Compliance by Tenants**

- 1.1. The duties and obligations imposed by these By-Laws on an owner of a lot shall be observed not only by the owner but by the owner's tenants, guests, servants, employees, agents, children, invitees and licensees.

**2. Compliance by Owners**

- 2.1. The owner of a lot shall not use or occupy a lot for any purpose other than for residential purposes only and not for any trade or business, save for any lot which may be owned or occupied by a service contractor or letting agent for the scheme and which service contractor or letting agent may use or occupy that lot to conduct the business of a service contract and letting agent as provided in the terms of any agreement in writing with the Body Corporate.

**3. Noise**

- 3.1. The owner of a lot must not create noise likely to interfere with the peaceful enjoyment of a person lawfully on another lot or the common property.

**4. Vehicles**

- 4.1. The owner of a lot must not, without the Body Corporate's written approval:
- (a) park a vehicle, or allow a vehicle to stand on the common property; or
  - (b) permit an invitee to park a vehicle or allow a vehicle to stand on the common property other than in the designated visitor car park, which must remain available at all times for the sole use of visitors vehicles;
- 4.2. An approval under subsection (1) must state the period for which it is given, with the exception of designated visitor parking.
- 4.3. However, the Body Corporate may cancel the approval by giving 7 days written notice to the occupier, with the exception of designated visitor parking.
- 4.4. Visitors' vehicles can only be parked in the visitor car park for a maximum period of six hours per day.
- 4.5. The Body Corporate may, at its discretion, have any vehicle that is parked in a manner that is inconsistent with these by-laws, removed from the common property at the vehicle owner's expense. Vehicles will only be towed by an authorised contractor in compliance with the Tow Truck Act 1973.
- 4.6. Vehicles which are unregistered, unroadworthy or with visible parts missing, are not allowed on common property.
- 4.7. Large or commercial trucks, caravans, boats or trailers are not allowed on common property, except for purposes of delivery and removal from a lot.

**5. Obstruction**

- 5.1. The owner of a lot must not obstruct the lawful use of the common property by someone else.

**6. Damage to Lawns etc.**

- 6.1. The owner of a lot must not, without the Body Corporate's written approval:
- (a) damage a lawn, garden, tree, shrub, plant or flower on the common property; or
  - (b) use a part of the common property as a garden.
- 6.2. An approval under subsection (1) must state the period for which it is given.
- 6.3. However, the Body Corporate may cancel the approval by giving 7 days' written notice to the owner.

**7. Damage to Common Property**

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



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

7.3. The owner of a lot must keep a device installed under subsection (2) in good order and repair.

#### **8. Behaviour of Invitees**

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

#### **9. Leaving of Rubbish etc. on the Common Property**

9.1. The owner of a lot must not leave rubbish or other materials on the common property in a way or place likely to interfere with the enjoyment of the common property by someone else.

#### **10. Appearance of Lot**

10.1. The owner of a lot must not, without the Body Corporate's written approval, make a change to the external appearance of the lot unless the change is minor and does not detract from the amenity of the lot and its surrounds.

10.2. The owner of a lot must not, without the Body Corporate's written approval:

- (a) hang washing, bedding or another cloth article if the article is visible from another lot or the common property or from outside the scheme land; or
- (b) display a sign advertisement, placard banner, pamphlet or similar article if the article is visible from another lot or the common property or from outside the scheme land. However, the service contractor and letting agent may display signs for letting purposes.

10.3. This section does not apply to a lot created under a standard format plan of subdivision.

10.4. Externally mounted air-conditioning or mechanical plant installations are to be in accordance with the following requirements:-

- (a) No unscreened installations on the proposed development are to be visible from the surrounding sites; and
- (b) Any installations which are required to be located on roof, wall or garden areas are to be appropriately screened or shaped according to the acoustic requirements of this development package and so as to integrate in a complementary manner with the overall design of the roof, wall or garden area in which the installation is to be located.

#### **11. Storage of Flammable Materials**

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

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

11.3. However, this section does not apply to the storage of fuel in:

- (a) the fuel tank of a vehicle, boat or internal combustion engine; or
- (b) a tank kept on a vehicle or boat in which the fuel is stored under the requirements of the law regulating the storage of flammable liquid.

#### **12. Disposal of Rubbish**

12.1. An owner of a lot shall not deposit or throw upon the common property any rubbish, dirt, dust, paper, cigarette butts or other material likely to interfere with the peaceful enjoyment of the owner of another lot or of any person lawfully using the common property. An owner of a lot shall:

- (a) Maintain within his lot, in the garage or rear courtyard, the garbage receptacle provided under the local authority by-laws and ordinances which shall be placed in the street or collection area

by the owner on collection days. The receptacle shall be returned to the lot in a clean and hygienic condition on the same day by the owner.

- (b) Ensure that the health, hygiene and comfort of the owner of any other lot is not adversely affected by the disposal of garbage.
- (c) Maintain and repair the garbage receptacle to ensure it is kept in a serviceable condition.

12.2. Body corporate is to maintain any refuse collection areas within the site.

### 13. Keeping of Animals

13.1. The owner of a lot must not, without the Body Corporate's written approval:

- (a) bring or keep an animal on the lot or the common property; or
- (b) permit an invitee to bring or keep an animal on the lot or the common property.

13.2. The owner must obtain the Body Corporate's written approval before bringing, or permitting an invitee to bring, an animal on to the lot or the common property.

### 14. Display Unit

14.1. The original proprietor may until all lots in the Community Titles Scheme have been sold open and maintain a display unit within the buildings and erect on the common property such signs and display notices as it considers appropriate to assist in the marketing of the lots.

### 15. By-Laws to be exhibited

15.1. A copy of these By-Laws (or a precis thereof approved by the Committee) shall be exhibited in a prominent place in any lot made available for letting.

### 16. Complaints or Applications

16.1. All complaints or applications to the Body Corporate or its Committee shall be addressed in writing to the Secretary or to the Body Corporate Manager of the Body Corporate.

### 17. Pay Television

17.1. The owner may allow a person approved by the Body Corporate to install all cabling, wiring, ducting, conduits, amplifiers and any other necessary equipment to the unit parcel to enable unit owner to connect to cable and or satellite television. The Body Corporate is authorised to enter into agreements about the subject matter of this By-Law. The scale and size of satellite dishes is subject to the written approval of the Body Corporate.

### 18. Recovery of Money Spent

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

### 19. Ground Maintenance

19.1. The Body Corporate is appointed agent of the owners to effect the mowing and edging of all lawns on the parcel and gardens on common property, excluding mowing, weeding, watering and fertilising lawns and gardens in the private lots. Owners must ensure that gardens and lawns in private lots are maintained to a standard equivalent to those on the common property and that lawns are regularly mowed, weeded, watered and fertilised at their own expense.

19.2. Should an owner fail to properly maintain his lot, the Body Corporate is empowered to have the necessary maintenance carried out and the costs involved shall be due and payable by the owner of the lot within fourteen (14) days from the date the maintenance is carried out.

19.3. Newly planted trees must be allowed to reach their natural height. Pruning to reduce height is not to be undertaken.

- 19.4. Body Corporate is to maintain a suitable system of lighting, to operate from dusk to dawn, within all areas where the public will be given access including between vehicle entrances to the site and visitors car parking spaces.
- 19.5. Body Corporate is to maintain the Firefighting Service (Fire Hydrants) in an operable condition at all times.

## **20. Use of Entertainment Area**

- 20.1. All owners may use the facilities constructed on the Common Property subject to the following rules which shall, where appropriate, apply to all guests or invitees of the owners:
  - (a) No use shall be made of the entertainment area which involves damage, inconvenience or nuisance to any owner or invitee nor which causes damage to the surface, fixtures or fittings of the entertainment areas and after use the entertainment area shall be left clean and tidy.
  - (b) The entertainment area shall not be used by a guest or invitee unless accompanied by the host owner.
  - (c) That no use is made of the entertainment area between the hours of 9.00pm and 8.00am.
- 20.2. The Committee of the Body Corporate may make rules with respect to the use of the entertainment area that are not inconsistent with these By-Laws.

## **21. Vehicles/Roadways**

- 21.1. Speed limit on internal roadways is 5kph (walking pace). All public road rules apply.
- 21.2. Vehicles must not be parked on internal roadways at any time. Guests must park in the designated visitor parking spaces.
- 21.3. Garage driveways must be kept clean of oil and grease.
- 21.4. Driveways are not to be used to undertake mechanical repairs to vehicles.
- 21.5. Provision on the site for 62 garages for residential/tenant parking, provision on the site for 31 tandem visitor parking spaces for the use of visitors to those units with tandem spaces and provision for 20 visitor spaces for the shared use by bona-fide visitors to any dwelling unit.
- 21.6. Visitor car bays are not to be fitted with a roller door, gate or similar device preventing access to visitor car bays.
- 21.7. Unregistered, unroadworthy or vehicles with parts missing are not allowed to stand on driveways or other common areas.
- 21.8. All sealed traffic areas to be cleaned as necessary to prevent emissions of particulate matter.
- 21.9. Any metal grills, metal plates or similar subject to vehicle traffic must be acoustically dampened to prevent environmental nuisance.
- 21.10. Directional visitors parking signage is to be maintained at the vehicle entrance to the site adjacent to or clearly visible from the vehicle entrance of the site.

## **22. Children Playing on Common Property**

- 22.1. An owner of a lot shall be personally responsible for the conduct of their children and other invited children at all times while on the common property. This responsibility shall include ensuring that said children:
  - (a) Do not play on the common roadways and visitor parking areas without the personal supervision of the owner;
  - (b) Do not ride skateboards, skates, go-carts, bicycles or other similar apparatus at any time;
  - (c) Do not play in any common areas after dark.

## **23. Gates**

- 23.1. No gates shall be installed to the vehicular entrance to the common property at any time.

**24. Balconies and Terraces**

- 24.1. All balconies and terraces shown on the approved drawings and documents, are to remain unenclosed with no shutters, glazing, louvres or similar permanent structures as part of this condition, other than where other conditions of this package require sun-shading devices or similar and those consistent with the relevant Residential Design Code/s in the Planning Scheme and clearly depicted on the approved drawings.

**25. Gymnasium**

- 25.1. The gymnasium (gym) is for the use of owners only and is not to be used by non-residents. An owner may use the gym by firstly obtaining a key and paying the requisite deposit of \$20.00 (if requested) from the buildings manager. The gym may be used between the hours of 6.00am and 9.00pm daily. The owner will ensure that no person under the age of 18 years unless supervised by an owner at all times may use the gym and the owner will not release the key to any other person or admit any person to the gym during the owner's use of the gym. The owner will ensure the gym is left locked immediately after use. Each owner recognises and acknowledges that the gym is not supervised and accordingly will use the gym and its facilities at the sole risk of the owner.
- 25.2. Gym facilities are for the use of owners and authorised tenants only. Guests are not permitted to use the gym.
- 25.3. Enclosed footwear but be worn at all times per persons using the gym facilities. Shirts are to be worn by persons using the gym facilities. No singlets or bare tops. For hygiene purposes and to preserve the life of gym equipment a clean dry towel must be used on gym equipment and mats.
- 25.4. No food or drink (except water) is to be consumed in the gym.
- 25.5. Equipment is to be replaced back on racks, if applicable after use.
- 25.6. Lights and fans to be turned off and gym locked after use.

**26. Exclusive Use**

- 26.1. The owners of the lots identified in Schedule E are entitled to exclusive use of the areas allocated and for the purposes described therein and the owners shall be responsible at their own expense for the proper care, upkeep, repair and maintenance of the respective exclusive use areas.
- 26.2. The communal open space areas, recreation area (including Gym and BBQ building), Internal footpaths/pedestrian circulation routes, landscaping, visitor parking spaces, driveway and car/vehicle turning area as shown on the approved plans of layout is to be included in common property and is not to be included in any private lot entitlement and/or designated for the exclusive use of any dwelling unit.
- 26.3. Fencing (screen and acoustic) including Indents to the boundaries of the site to be in common property and maintained in good condition by Body Corporate.
- 26.4. Landscaping within fencing indents and retaining walls to be maintained in good condition by Body Corporate.
- 26.5. All privacy screening devices are to remain fitted as at times.
- 26.6. The Bio-retention/detention basins and hydraulic control structures on site are to be maintained and monitored in accordance with an approved Site Based Stormwater Quality Management Plan.

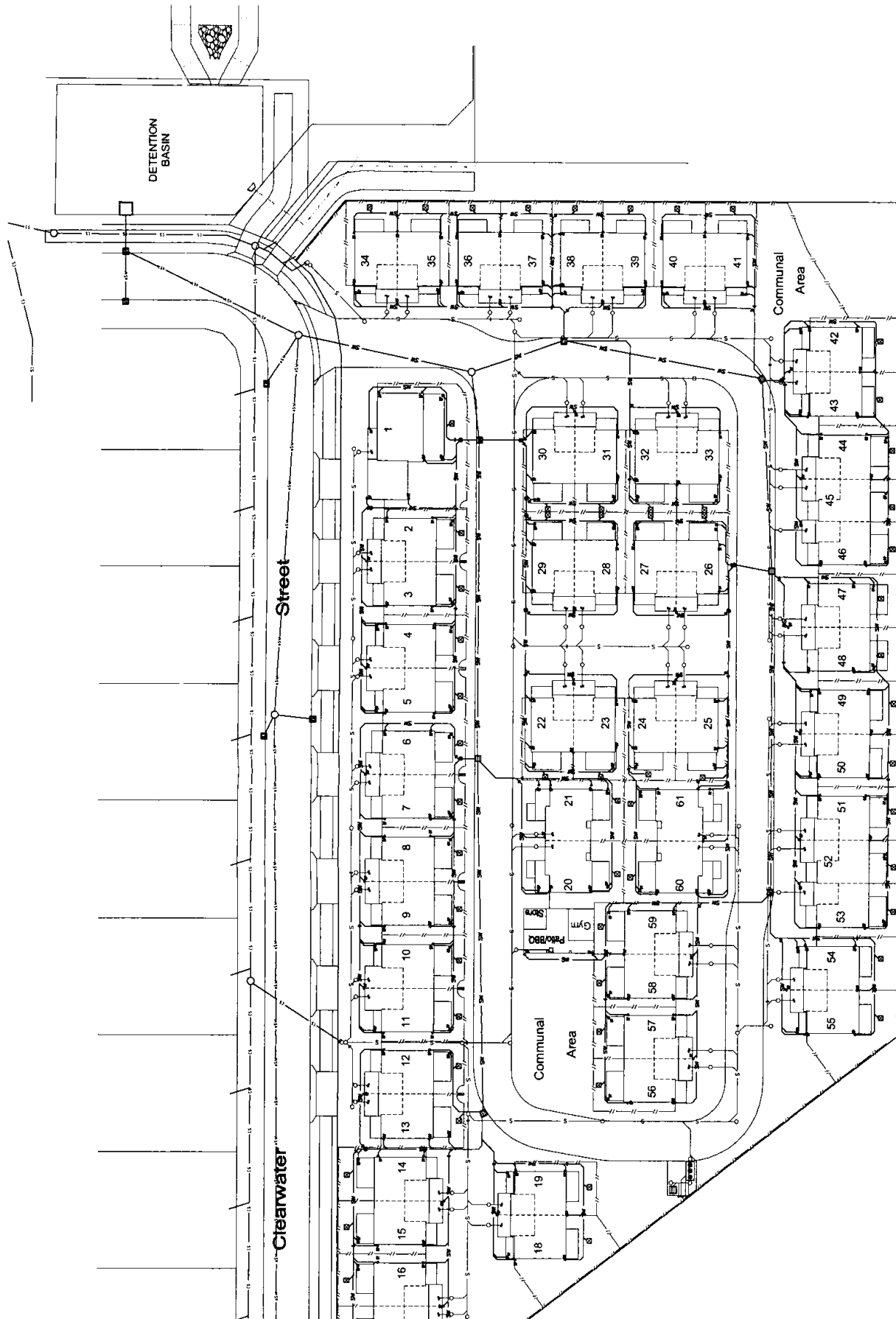
<b>SCHEDULE D</b>	<b>OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED</b>
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A services location plan marked "A" is attached hereto identifying the lots and common property affected by public utility statutory easements including easements for water, sewerage, communications, underground electricity, stormwater and drainage as set out in the table format hereunder.

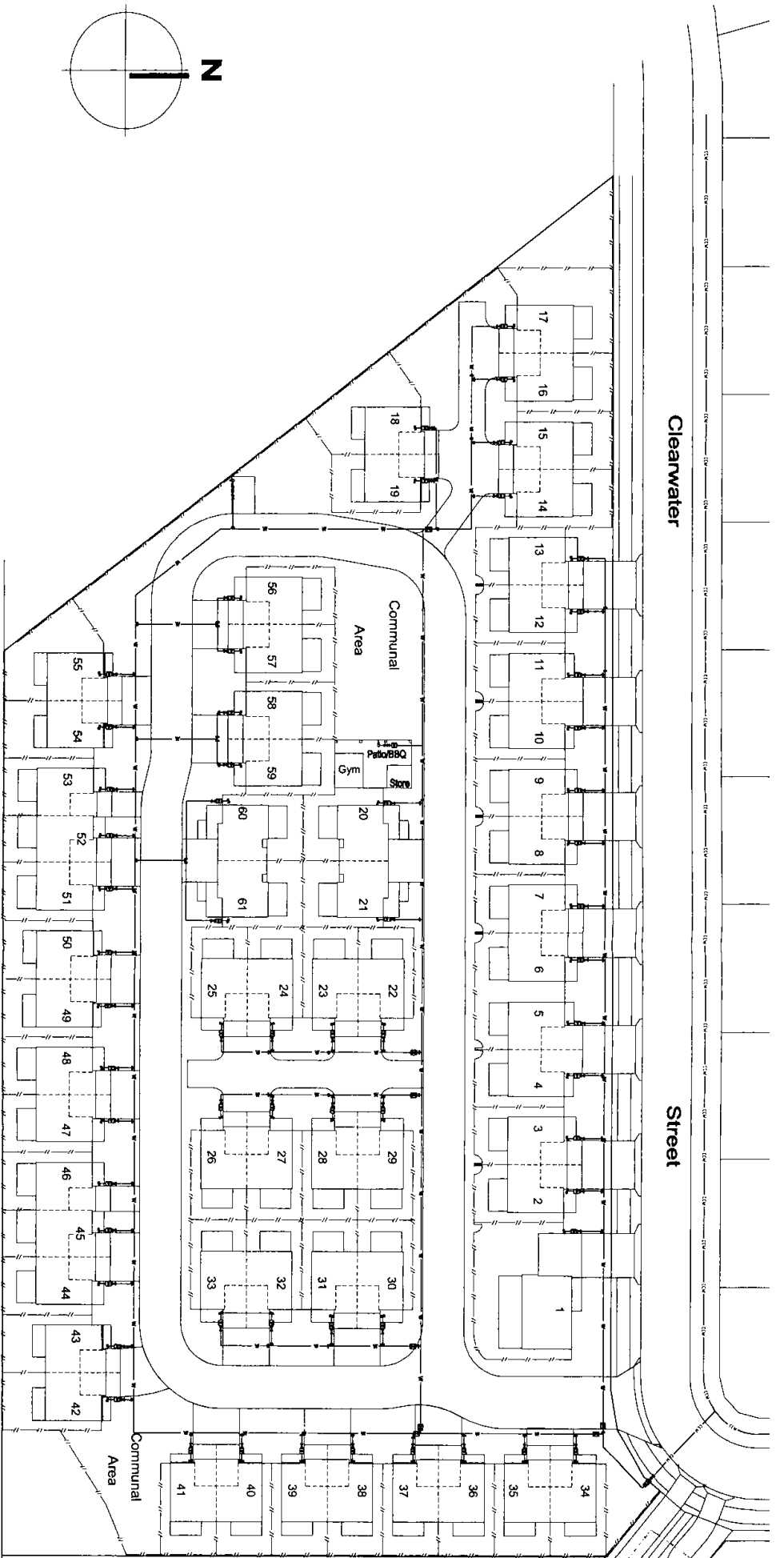
\* Letters "u/g" denotes underground, "s/water" denotes stormwater.

Lot Numbers	Statutory Easements
Common Property on SP299719	Water, sewer, u/g electricity, communications, stormwater, projection
1 on SP299719	Water, sewer, u/g electricity, communications, stormwater, projection, support
2 on SP299719	Water, sewer, u/g electricity, communications, stormwater, projection, support
3 on SP299719	Water, sewer, u/g electricity, communications, stormwater, projection, support
4 on SP299719	Water, sewer, u/g electricity, communications, stormwater, projection, support
5 on SP299719	Water, sewer, u/g electricity, communications, stormwater, projection, support
6 on SP299719	Water, sewer, u/g electricity, communications, stormwater, projection, support
7 on SP299719	Water, sewer, u/g electricity, communications, stormwater, projection, support
8 on SP299719	Water, sewer, u/g electricity, communications, stormwater, projection, support
9 on SP299719	Water, sewer, u/g electricity, communications, stormwater, projection, support
10 on SP299719	Water, sewer, u/g electricity, communications, stormwater, projection, support
11 on SP299719	Water, sewer, u/g electricity, communications, stormwater, projection, support
12 on SP299719	Water, sewer, u/g electricity, communications, stormwater, projection, support
13 on SP299719	Water, sewer, u/g electricity, communications, stormwater, projection, support
14 on SP299719	Water, sewer, u/g electricity, communications, stormwater, projection, support
15 on SP299719	Water, sewer, u/g electricity, communications, stormwater, projection, support
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35 on SP299719	Water, sewer, u/g electricity, communications, stormwater, projection, support

Lot Numbers	Statutory Easements
36 on SP299719	Water, sewer, u/g electricity, communications, stormwater, projection, support
37 on SP299719	Water, sewer, u/g electricity, communications, stormwater, projection, support
38 on SP299719	Water, sewer, u/g electricity, communications, stormwater, projection, support
39 on SP299719	Water, sewer, u/g electricity, communications, stormwater, projection, support
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58 on SP299719	Water, sewer, u/g electricity, communications, stormwater, projection, support
59 on SP299719	Water, sewer, u/g electricity, communications, stormwater, projection, support
60 on SP299719	Water, sewer, u/g electricity, communications, stormwater, projection, support
61 on SP299719	Water, sewer, u/g electricity, communications, stormwater, projection, support



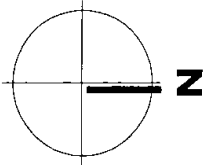
UNFORMED ROAD



THIS LAYOUT IS INDICATIVE ONLY AND SHOULD NOT BE RELIED UPON FOR DETAILED INFORMATION. BUYERS SHOULD CONDUCT THEIR OWN SEARCHES.

### LEGEND

- WATER
- ROOFWATER
- STORMWATER
- SEWER
- SEWER RISING MAIN



PHILIP USHER  
CONSTRUCTION  
32 TRADELINK ROAD  
BROWNS PLAINS QLD  
PHONE: (07) 3800 1866

P.O. BOX 1536  
BROWNS PLAINS QLD 4118  
FAX: (07) 3800 1740

Services Plan  
Clearwater Junction CTS  
70 Clearwater Street  
Bethania  
Title Reference: 51082695

DRAWN:	DATE:	CHECKED:
PAMC	11-01-19	
SCALE:	0m 5m 10m 15m 20m	Rev:
1:750 @ A3		A

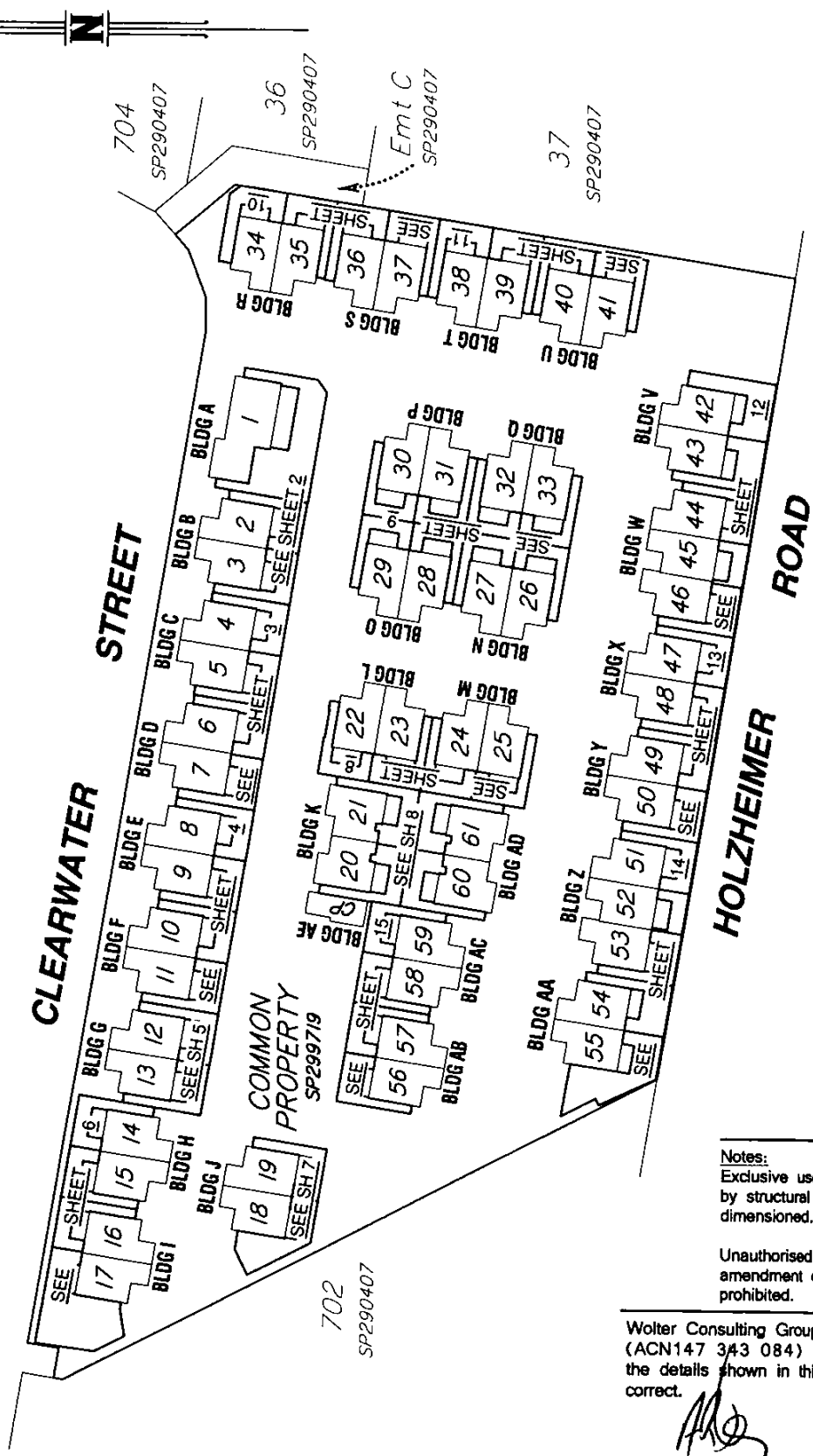
SHEET: 2 JOB No: 1090



<b>SCHEDULE E</b>	<b>DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY</b>
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Lot on Plan	Exclusive Use Area	Purpose
1 on SP299719	Area 1A on Sheet 1 and 2 of SB3456-05	Private Yard
2 on SP299719	Area 2A on Sheet 1 and 2 of SB3456-05	Private Yard
3 on SP299719	Area 3A on Sheet 1 and 2 of SB3456-05	Private Yard
4 on SP299719	Area 4A on Sheet 1 and 3 of SB3456-05	Private Yard
5 on SP299719	Area 5A on Sheet 1 and 3 of SB3456-05	Private Yard
6 on SP299719	Area 6A on Sheet 1 and 3 of SB3456-05	Private Yard
7 on SP299719	Area 7A on Sheet 1 and 3 of SB3456-05	Private Yard
8 on SP299719	Area 8A on Sheet 1 and 4 of SB3456-05	Private Yard
9 on SP299719	Area 9A on Sheet 1 and 4 of SB3456-05	Private Yard
10 on SP299719	Area 10A on Sheet 1 and 4 of SB3456-05	Private Yard
11 on SP299719	Area 11A on Sheet 1 and 4 of SB3456-05	Private Yard
12 on SP299719	Area 12A on Sheet 1 and 5 of SB3456-05	Private Yard
13 on SP299719	Area 13A on Sheet 1 and 5 of SB3456-05	Private Yard
14 on SP299719	Area 14A on Sheet 1 and 6 of SB3456-05	Private Yard
15 on SP299719	Area 15A on Sheet 1 and 6 of SB3456-05	Private Yard
16 on SP299719	Area 16A on Sheet 1 and 6 of SB3456-05	Private Yard
17 on SP299719	Area 17A on Sheet 1 and 6 of SB3456-05	Private Yard
18 on SP299719	Area 18A on Sheet 1 and 7 of SB3456-05	Private Yard
19 on SP299719	Area 19A on Sheet 1 and 7 of SB3456-05	Private Yard
20 on SP299719	Area 20A on Sheet 1 and 8 of SB3456-05	Private Yard
21 on SP299719	Area 21A on Sheet 1 and 8 of SB3456-05	Private Yard
22 on SP299719	Area 22A on Sheet 1 and 8 of SB3456-05	Private Yard
23 on SP299719	Area 23A on Sheet 1 and 8 of SB3456-05	Private Yard
24 on SP299719	Area 24A on Sheet 1 and 8 of SB3456-05	Private Yard
25 on SP299719	Area 25A on Sheet 1 and 8 of SB3456-05	Private Yard
26 on SP299719	Area 26A on Sheet 1 and 9 of SB3456-05	Private Yard
27 on SP299719	Area 27A on Sheet 1 and 9 of SB3456-05	Private Yard
28 on SP299719	Area 28A on Sheet 1 and 9 of SB3456-05	Private Yard
29 on SP299719	Area 29A on Sheet 1 and 9 of SB3456-05	Private Yard
30 on SP299719	Area 30A on Sheet 1 and 9 of SB3456-05	Private Yard
31 on SP299719	Area 31A on Sheet 1 and 9 of SB3456-05	Private Yard
32 on SP299719	Area 32A on Sheet 1 and 9 of SB3456-05	Private Yard
33 on SP299719	Area 33A on Sheet 1 and 9 of SB3456-05	Private Yard
34 on SP299719	Area 34A on Sheet 1 and 10 of SB3456-05	Private Yard
35 on SP299719	Area 35A on Sheet 1 and 10 of SB3456-05	Private Yard
36 on SP299719	Area 36A on Sheet 1 and 10 of SB3456-05	Private Yard
37 on SP299719	Area 37A on Sheet 1 and 10 of SB3456-05	Private Yard
38 on SP299719	Area 38A on Sheet 1 and 11 of SB3456-05	Private Yard
39 on SP299719	Area 39A on Sheet 1 and 11 of SB3456-05	Private Yard
40 on SP299719	Area 40A on Sheet 1 and 11 of SB3456-05	Private Yard
41 on SP299719	Area 41A on Sheet 1 and 11 of SB3456-05	Private Yard

<b>Lot on Plan</b>	<b>Exclusive Use Area</b>	<b>Purpose</b>
42 on SP299719	Area 42A on Sheet 1 and 12 of SB3456-05	Private Yard
43 on SP299719	Area 43A on Sheet 1 and 12 of SB3456-05	Private Yard
44 on SP299719	Area 44A on Sheet 1 and 12 of SB3456-05	Private Yard
45 on SP299719	Area 45A on Sheet 1 and 12 of SB3456-05	Private Yard
46 on SP299719	Area 46A on Sheet 1 and 12 of SB3456-05	Private Yard
47 on SP299719	Area 47A on Sheet 1 and 13 of SB3456-05	Private Yard
48 on SP299719	Area 48A on Sheet 1 and 13 of SB3456-05	Private Yard
49 on SP299719	Area 49A on Sheet 1 and 13 of SB3456-05	Private Yard
50 on SP299719	Area 50A on Sheet 1 and 13 of SB3456-05	Private Yard
51 on SP299719	Area 51A on Sheet 1 and 14 of SB3456-05	Private Yard
52 on SP299719	Area 52A on Sheet 1 and 14 of SB3456-05	Private Yard
53 on SP299719	Area 53A on Sheet 1 and 14 of SB3456-05	Private Yard
54 on SP299719	Area 54A on Sheet 1 and 14 of SB3456-05	Private Yard
55 on SP299719	Area 55A on Sheet 1 and 14 of SB3456-05	Private Yard
56 on SP299719	Area 56A on Sheet 1 and 15 of SB3456-05	Private Yard
57 on SP299719	Area 57A on Sheet 1 and 15 of SB3456-05	Private Yard
58 on SP299719	Area 58A on Sheet 1 and 15 of SB3456-05	Private Yard
59 on SP299719	Area 59A on Sheet 1 and 15 of SB3456-05	Private Yard
60 on SP299719	Area 60A on Sheet 1 and 8 of SB3456-05	Private Yard
61 on SP299719	Area 61A on Sheet 1 and 8 of SB3456-05	Private Yard



Notes:  
Exclusive use areas are defined by structural features unless dimensioned.

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Wolter Consulting Group Pty Ltd (ACN147 343 084) hereby certify that the details shown in this sketch plan are correct.

Authorised Delegate

Date

13-2-2019

**WOLTER**  
consulting group

Planning Urban Design Landscape Environment Surveying

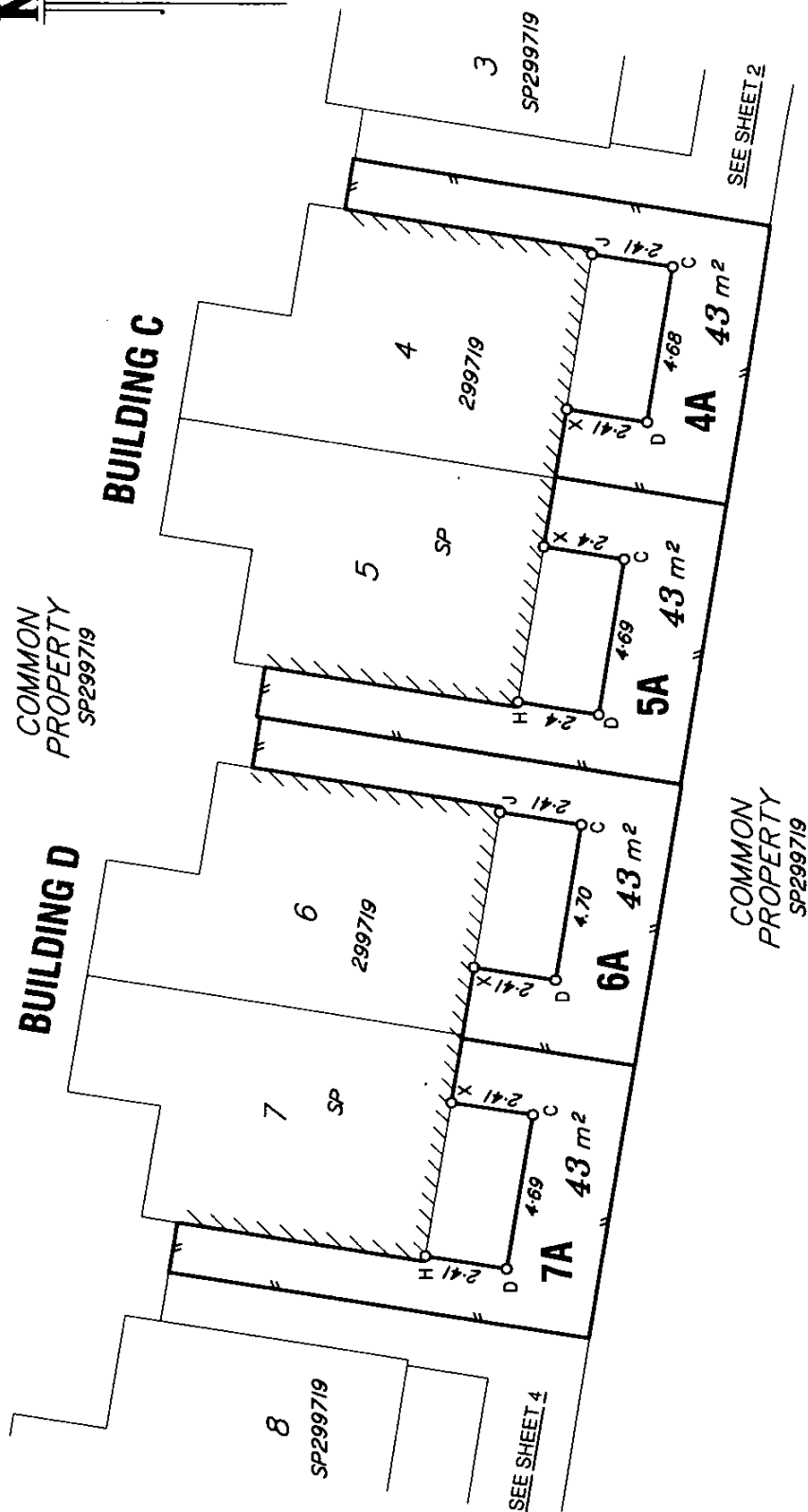
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Lengths are in Metres.

10 0 10 20 30 40

**Sketch of Exclusive Use Areas**  
over part of Common Property on  
SP299719 Level A  
Clearwater Junction CTS  
Title Reference:

Surveyor T.Wolski	Sheet 1	of 15
Date Drawn 07-02-2019	Drawing Number SB3456-05	Version B

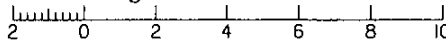




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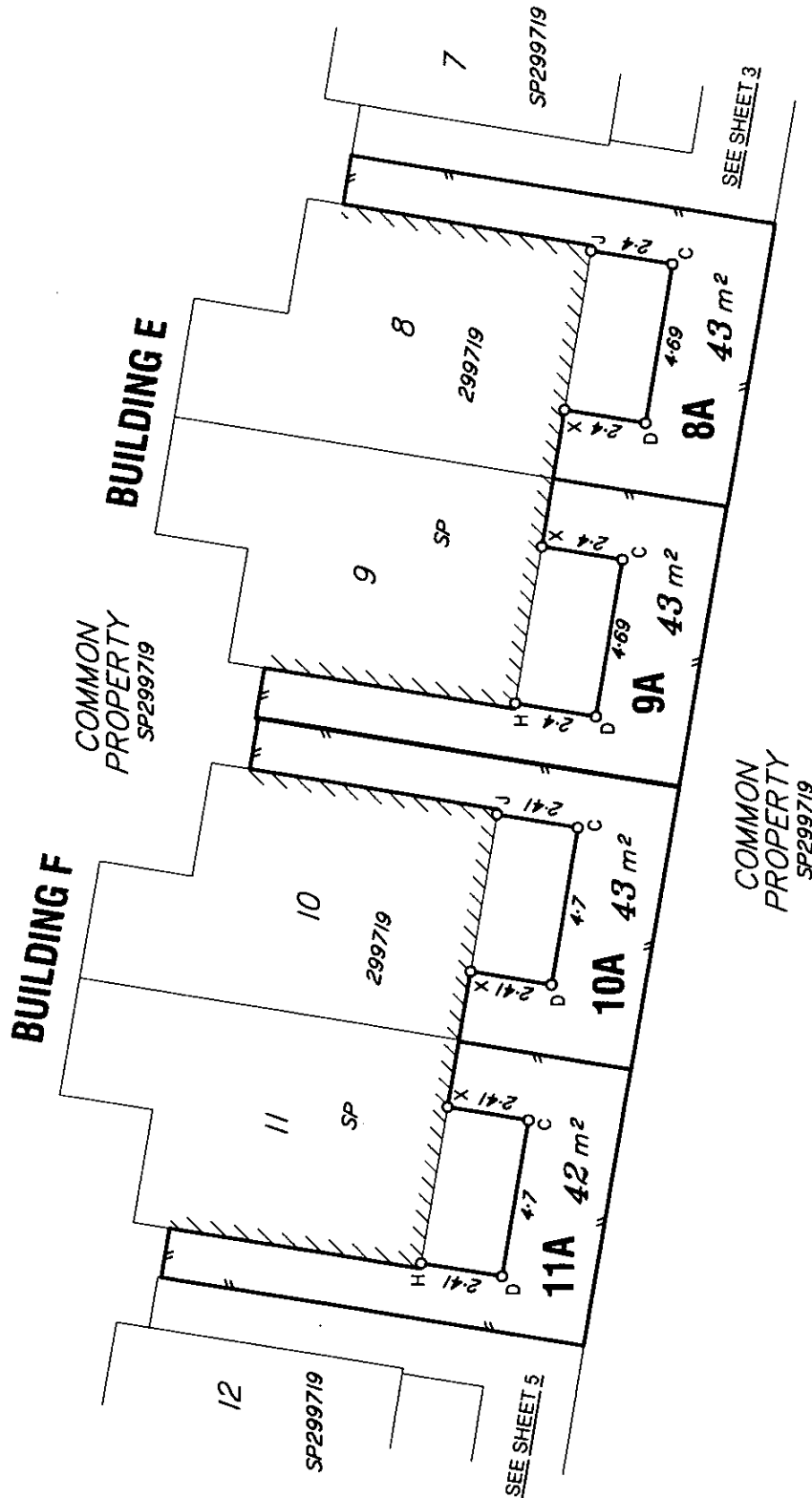
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- - - Denotes line of fence
- A NW Cor Post
- B NE Cor Post
- C SE Cor Post
- D SW Cor Post
- H Cor Bldg 0-16NW
- I Cor Bldg 0-16NE
- J Cor Bldg 0-16SE
- K Cor Bldg 0-16SW
- X Drill Hole

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Lengths are in Metres.



Drawing Number  
SB3456-05

Sheet	No
3	15
Version	
B	

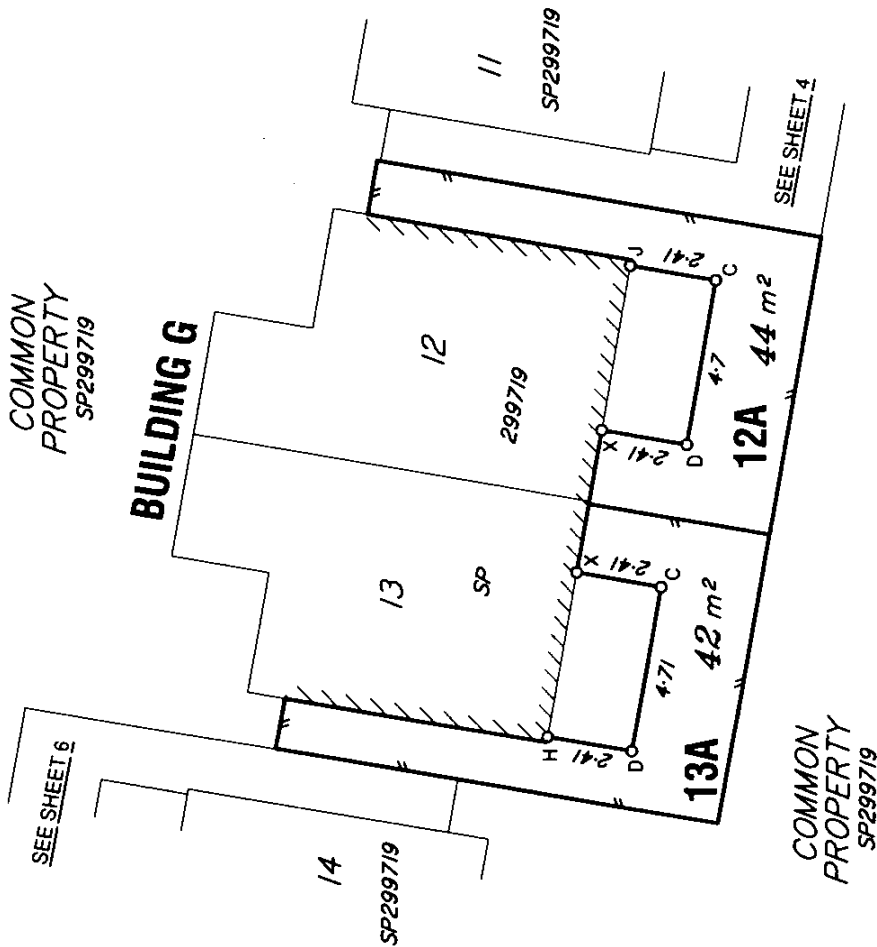


## LEVEL A

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- C SE Cor Post
- D SW Cor Post
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- I Cor Bldg 0-16NE
- J Cor Bldg 0-16SE
- K Cor Bldg 0-16SW
- X Drill Hole

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Lengths are in Metres.

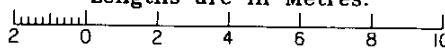
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4	15
Drawing Number	Version
SB3456-05	B



## LEVEL A

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- C SE Cor Post
- D SW Cor Post
- H Cor Bldg 0.16NW
- I Cor Bldg 0.16NE
- J Cor Bldg 0.16SE
- K Cor Bldg 0.16SW
- X Drill Hole

Scale 1:200 @ A4  
Lengths are in Metres.

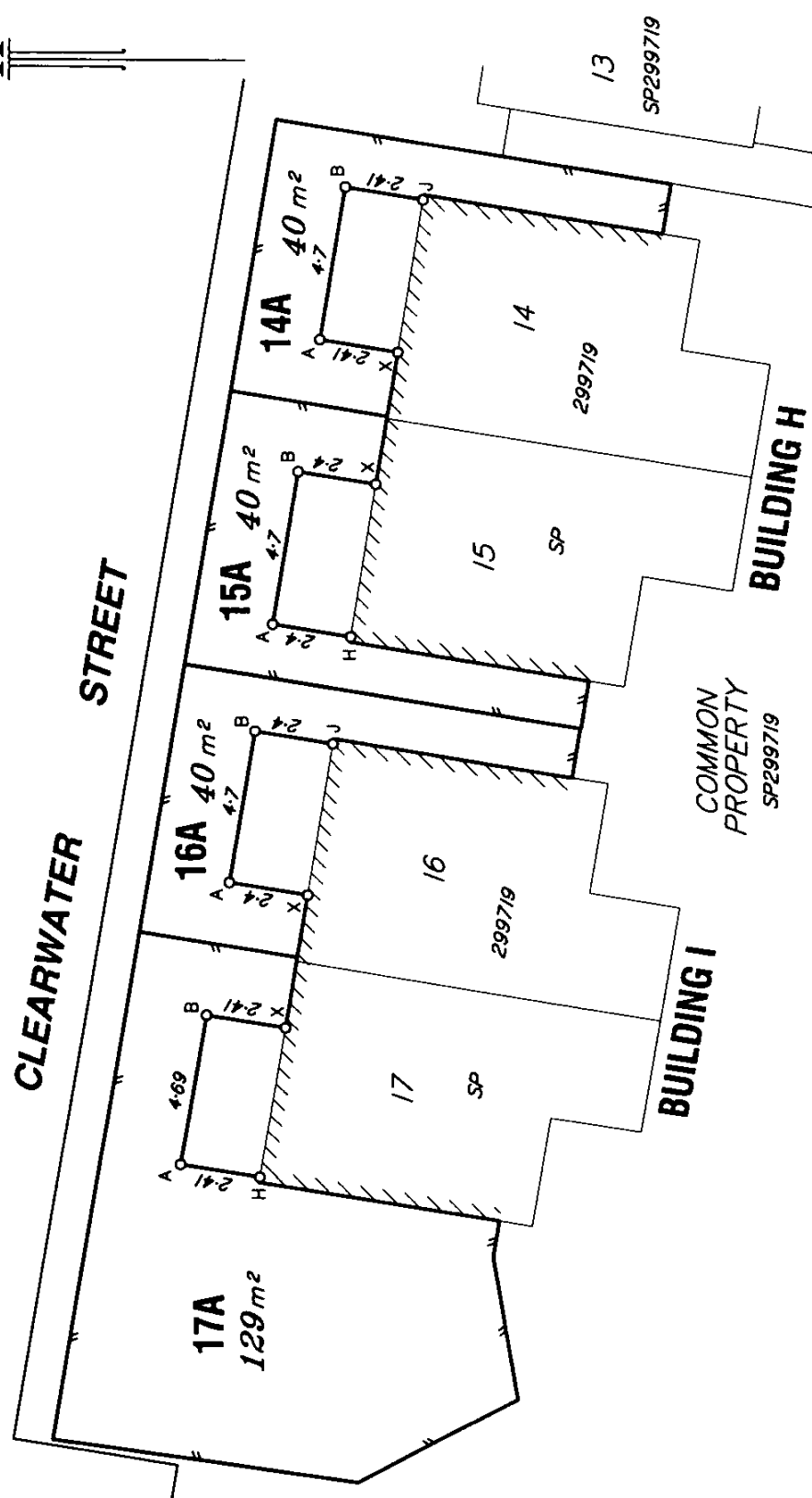


Sheet	No
5	15

Drawing Number
SB3456-05

Version
B

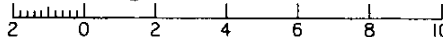
SEE SHEET 5



# LEVEL A

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- B NE Cor Post
- C SE Cor Post
- D SW Cor Post
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- I Cor Bldg 0-16NE
- J Cor Bldg 0-16SE
- K Cor Bldg 0-16SW
- X Drill Hole

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Lengths are in Metres.

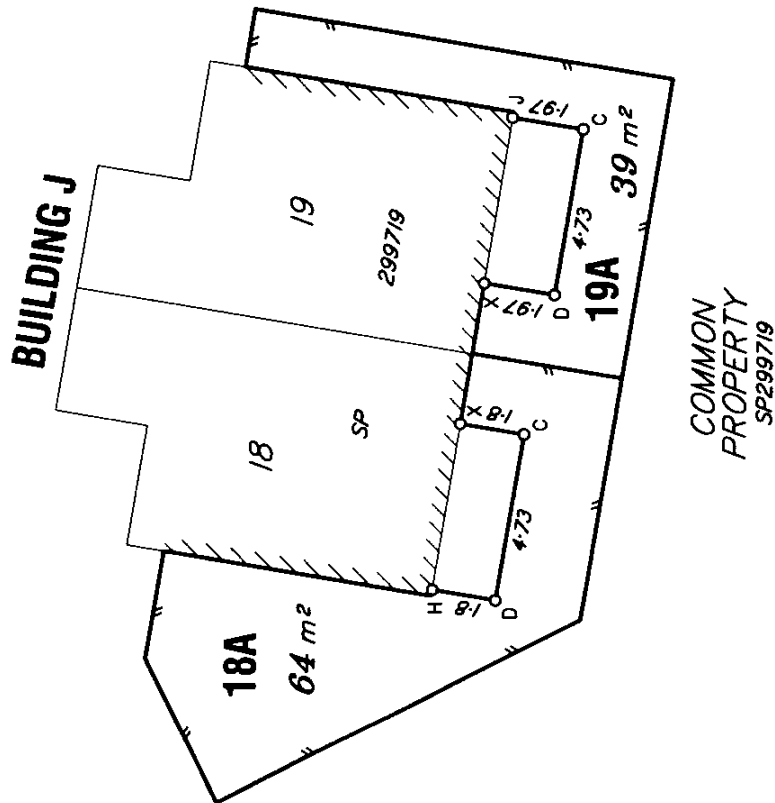


Sheet	No
6	15

Drawing Number  
SB3456-05

Version  
B

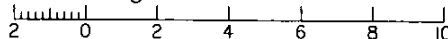




## LEVEL A

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- I Cor Bldg 0-16NE
- J Cor Bldg 0-16SE
- K Cor Bldg 0-16SW
- X Drill Hole

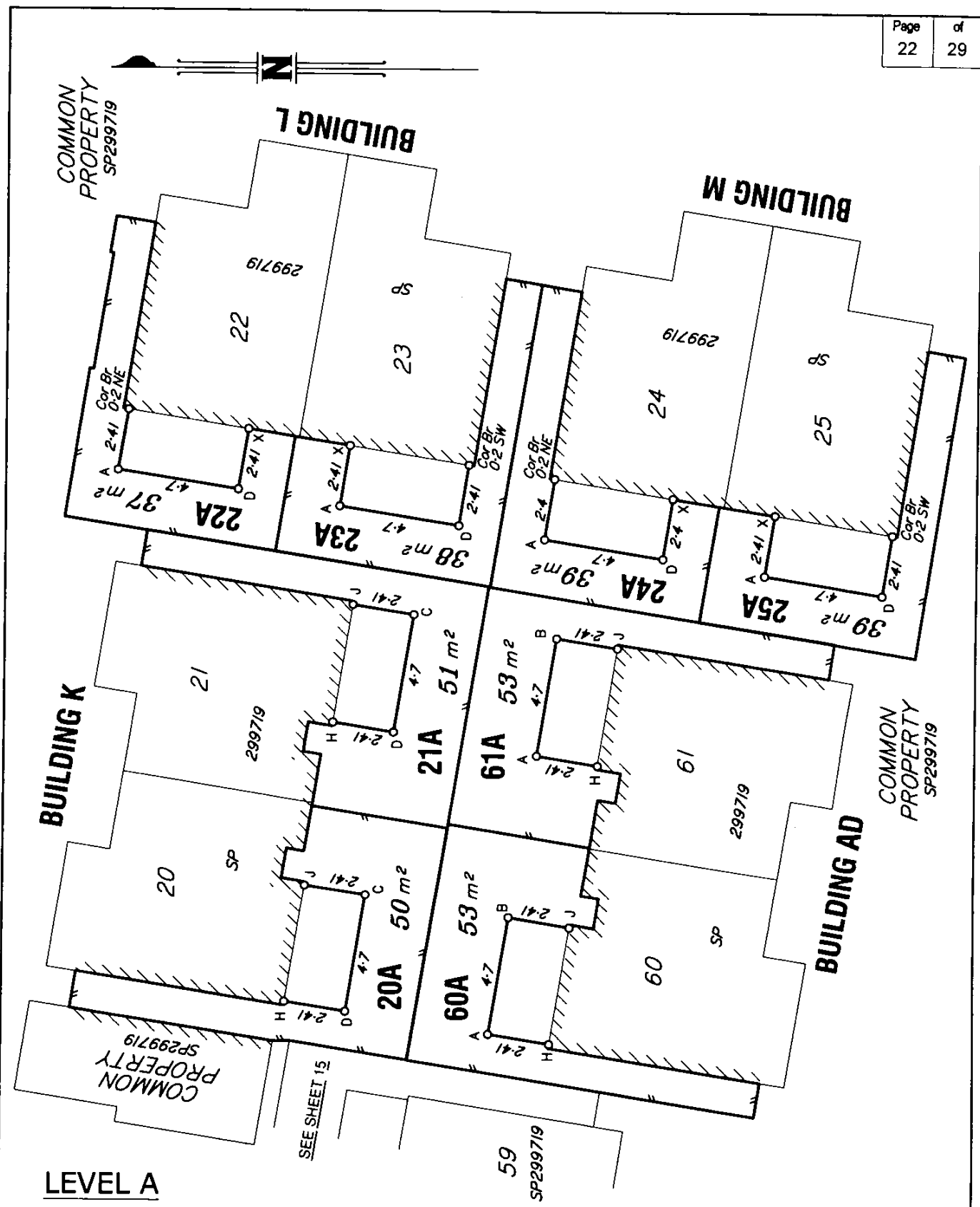
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Lengths are in Metres.



Sheet	No
7	15

Drawing Number  
SB3456-05

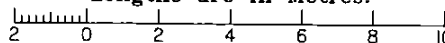
Version  
B



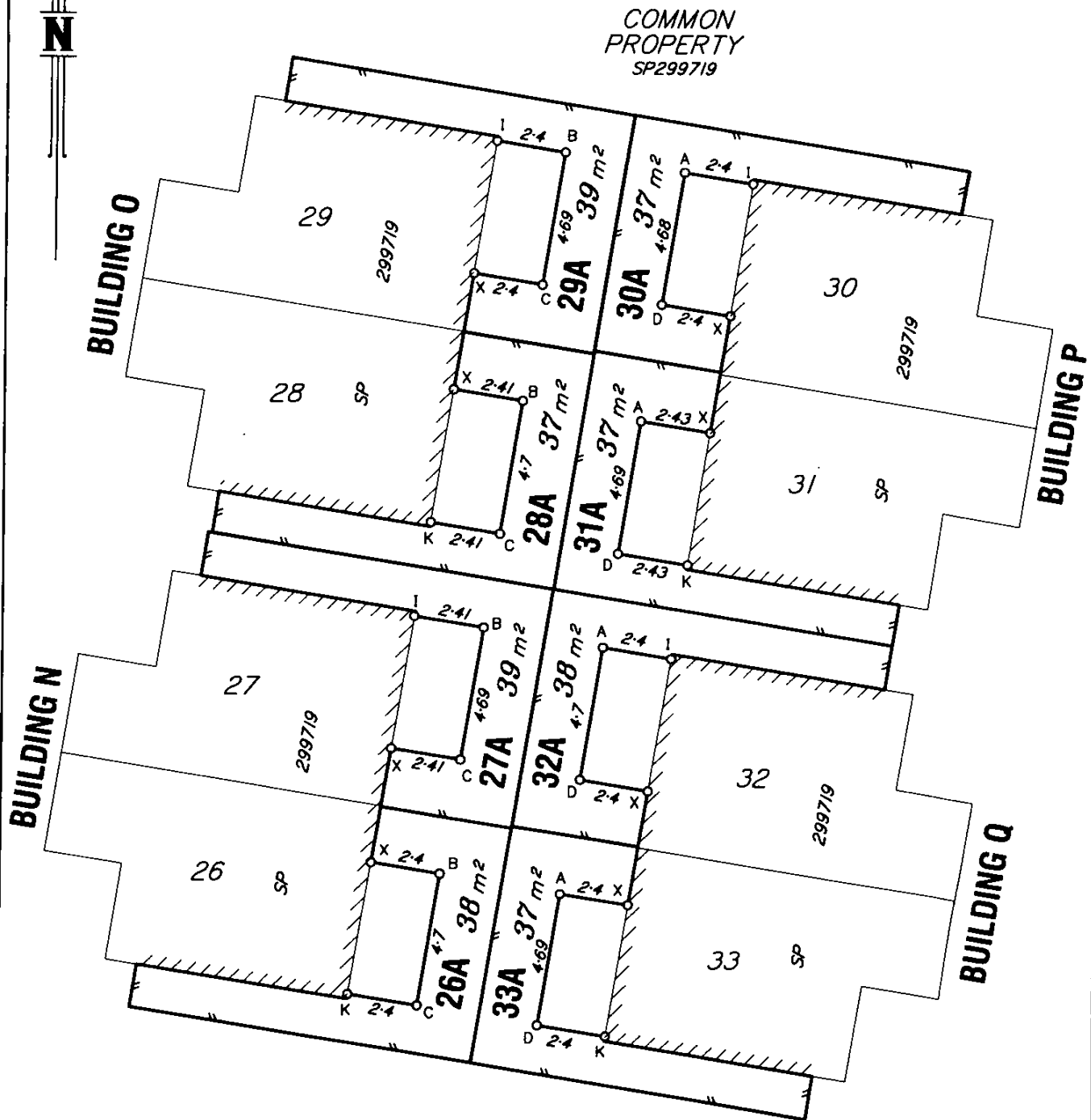
# LEVEL A

- Denotes face of building
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- A NW Cor Post
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- C SE Cor Post
- D SW Cor Post
- H Cor Bldg 0-16NW
- I Cor Bldg 0-16NE
- J Cor Bldg 0-16SE
- K Cor Bldg 0-16SW
- X Drill Hole

Scale 1:200 @ A4  
Lengths are in Metres.



Sheet	No
8	15
Drawing Number	Version
SB3456-05	B

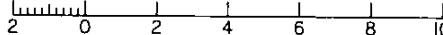


## LEVEL A

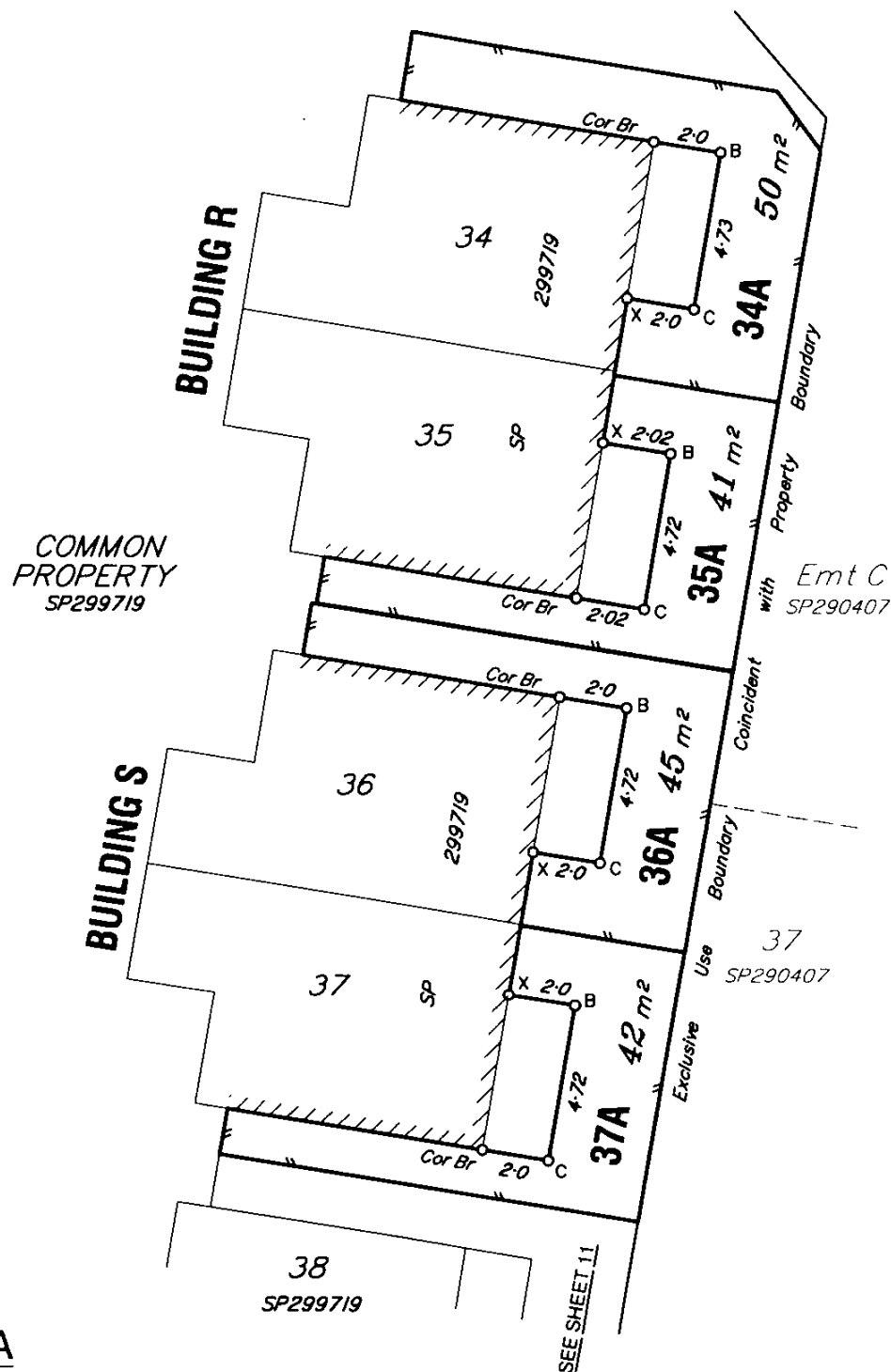
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- I Cor Bldg 0-16NE
- J Cor Bldg 0-16SE
- K Cor Bldg 0-16SW
- X Drill Hole

COMMON  
PROPERTY  
SP299719

Scale 1:200 @ A4  
Lengths are in Metres.



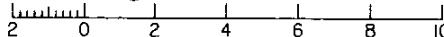
Sheet	No
9	15
Drawing Number	Version
SB3456-05	B



## LEVEL A

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- A NW Cor Post
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- C SE Cor Post
- D SW Cor Post
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- I Cor Bldg 0-16<sup>NE</sup>
- J Cor Bldg 0-16<sup>SE</sup>
- K Cor Bldg 0-16<sup>SW</sup>
- X Drill Hole

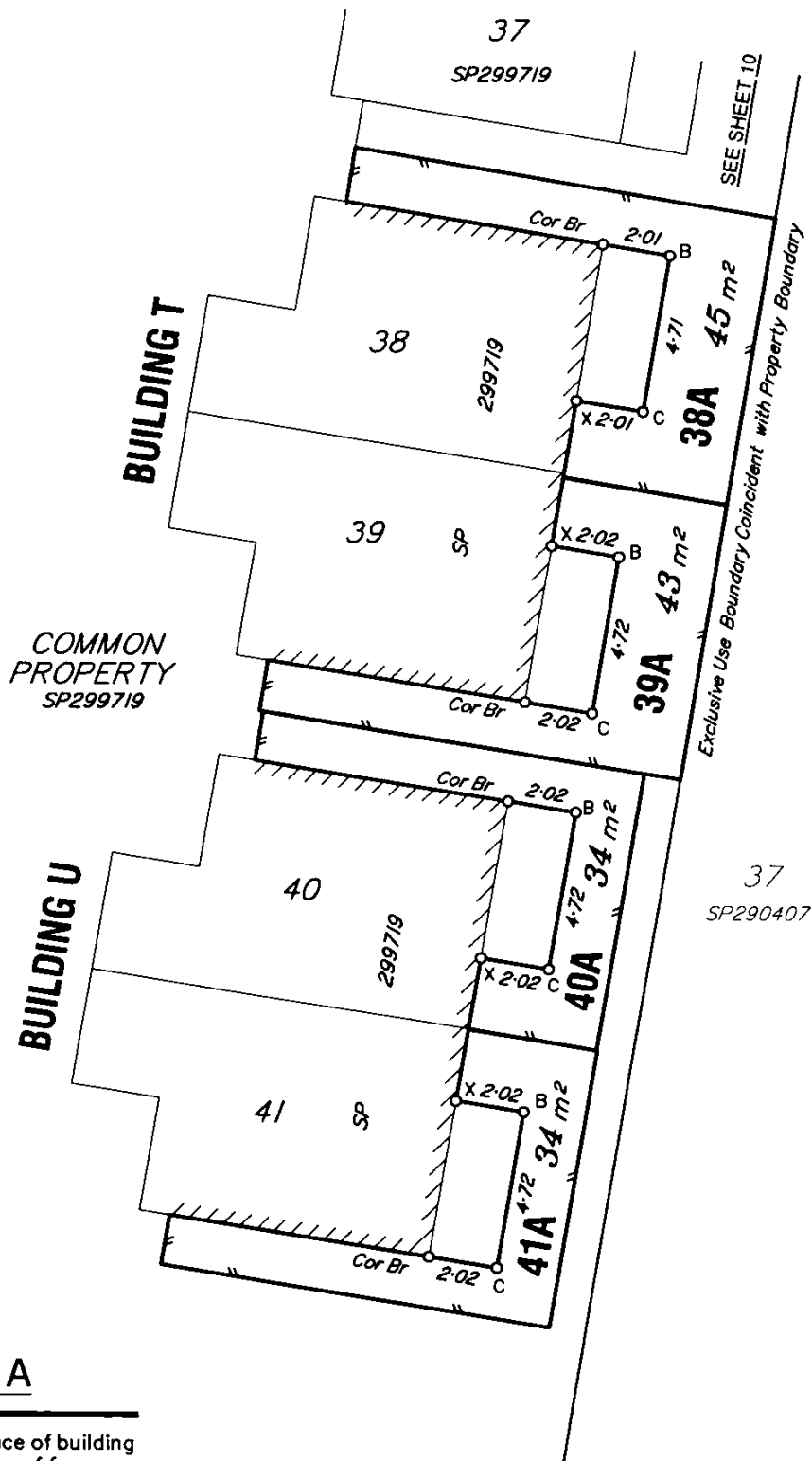
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Lengths are in Metres.



Sheet	No
10	15

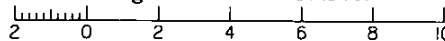
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SB3456-05

Version  
B



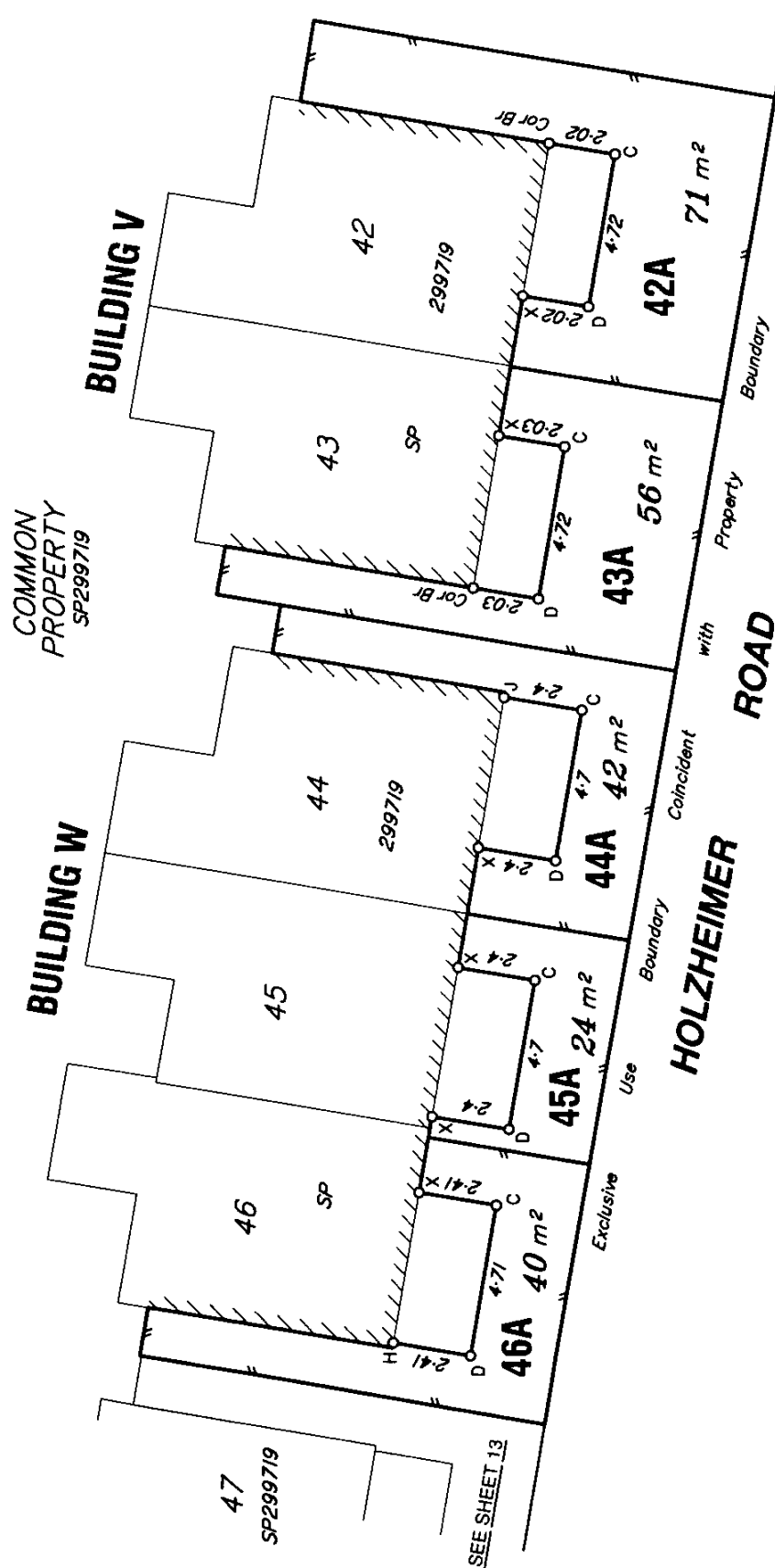
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- K Cor Bldg 0-16SW
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Scale 1:200 @ A4  
Lengths are in Metres.



Sheet	No
11	15

Drawing Number	Version
SB3456-05	B



# LEVEL A

- Denotes face of building
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- A NW Cor Post
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- J Cor Bldg 0-16SE
- K Cor Bldg 0-16SW
- X Drill Hole

Scale 1:200 @ A4  
Lengths are in Metres.

Sheet	No
12	15

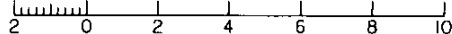
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Version  
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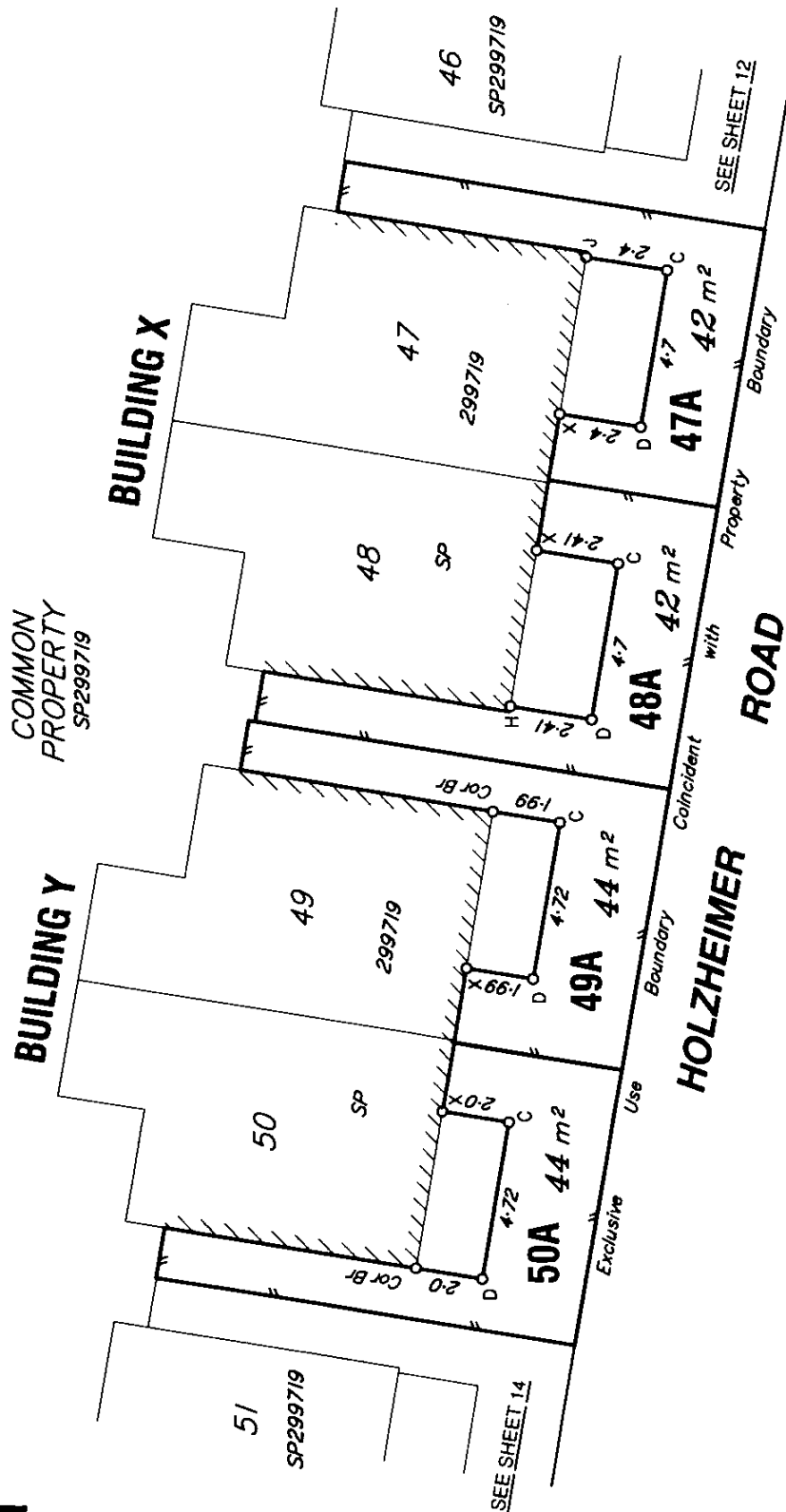
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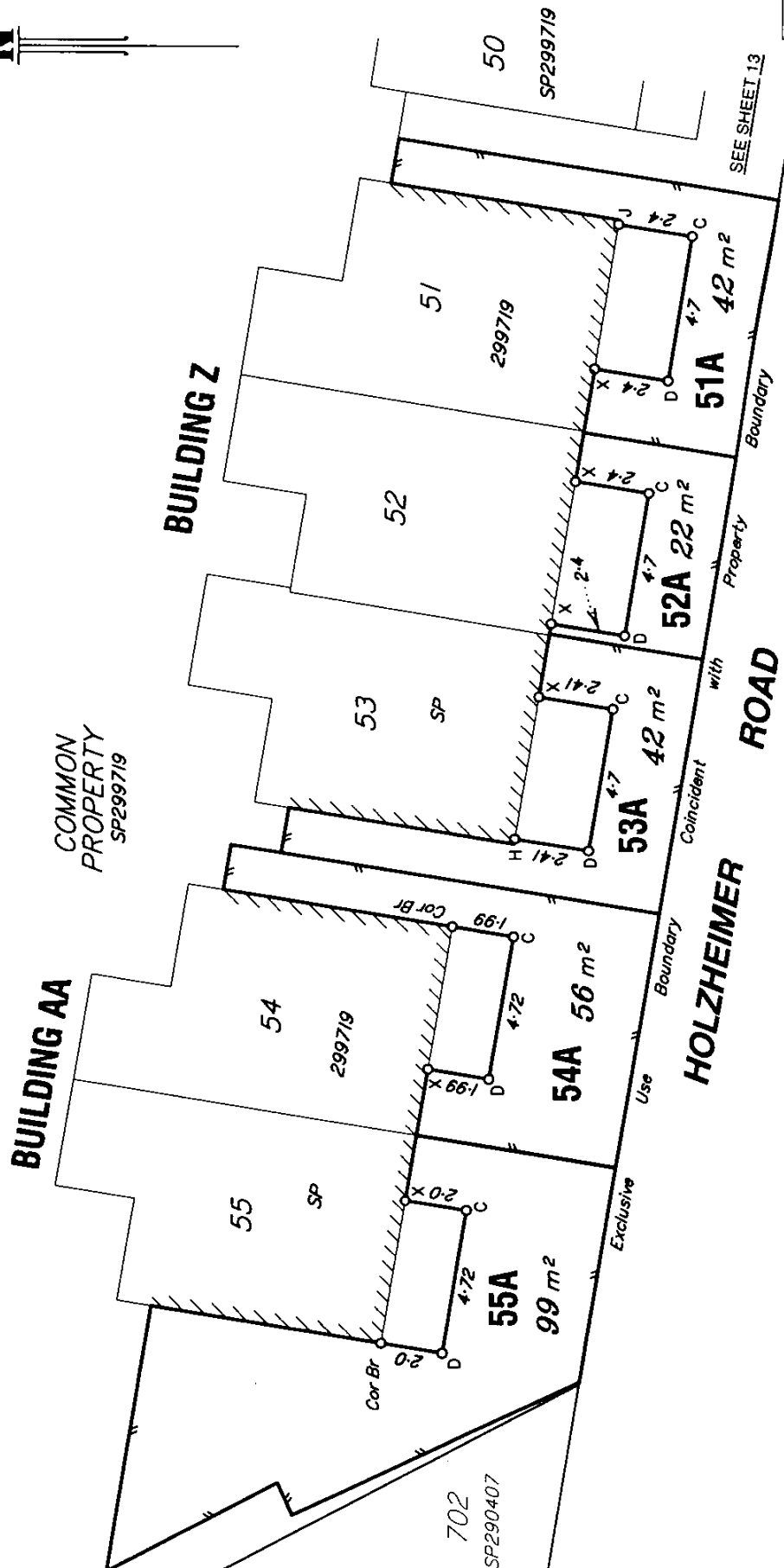
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- K Cor Bldg 0-16SW
- X Drill Hole

Scale 1:200 © A4  
Lengths are in Metres.



Drawing Number	Version
SB3456-05	B





## LEVEL A

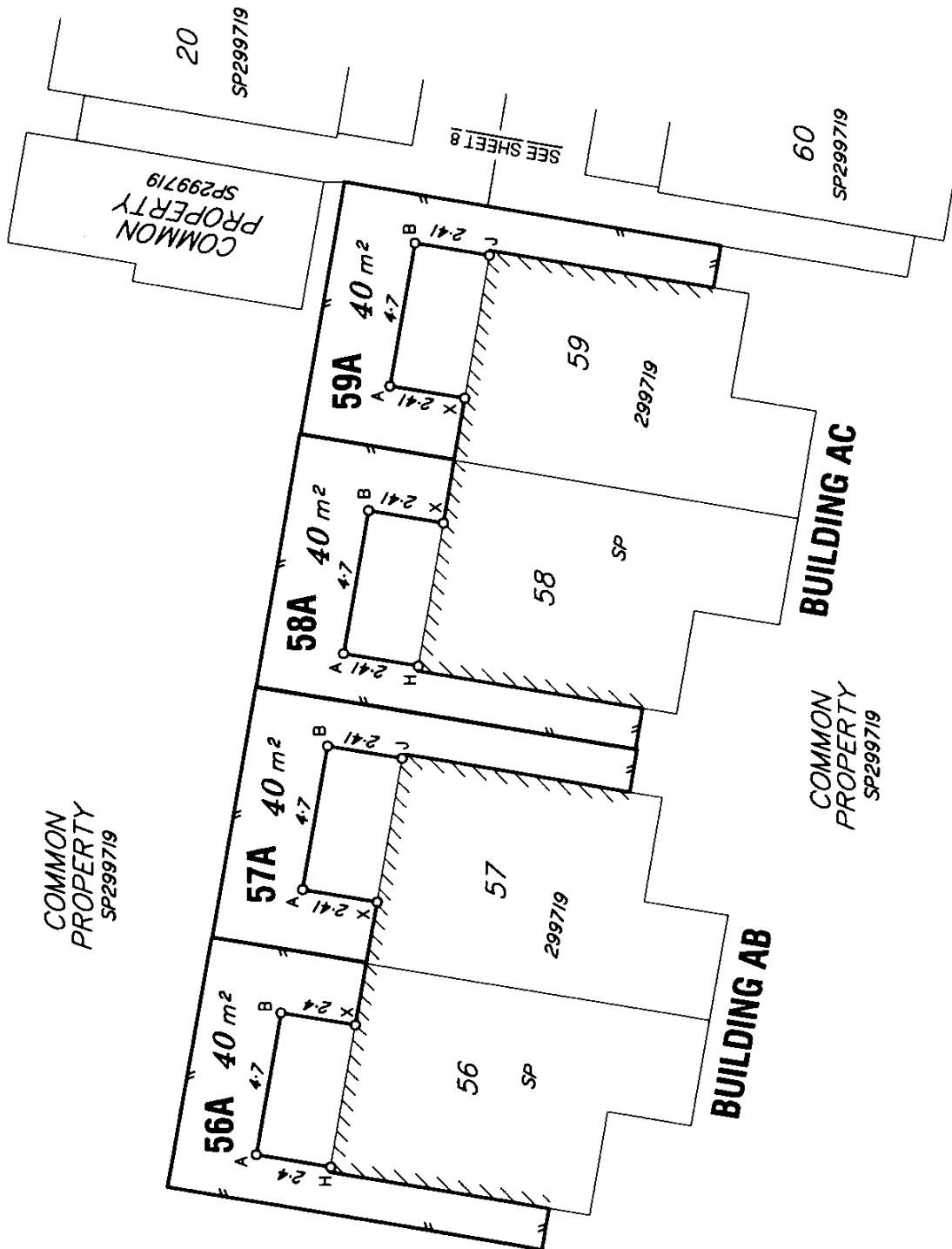
- Denotes face of building
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- K Cor Bldg 0-16SW
- X Drill Hole

Scale 1:200 @ A4  
Lengths are in Metres.

Drawing Number  
SB3456-05

Sheet	No
14	15
Version	B





## LEVEL A

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- A NW Cor Post
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- D SW Cor Post
- H Cor Bldg 0-16NW
- I Cor Bldg 0-16NE
- J Cor Bldg 0-16SE
- K Cor Bldg 0-16SW
- X Drill Hole

Scale 1:200 @ A4  
Lengths are in Metres.

Sheet	No
15	15
Drawing Number	Version
SB3456-05	B

**General tenancy agreement (Form 18a)**

Residential Tenancies and Rooming Accommodation Act 2008

**Part 1 Tenancy details****Item 1****1.1 Lessor**

Name/trading name ACN 635 973 894 WATERS &amp; BROSNA CUSTODIAL Pty Ltd

Address

01/06 CLEARWATER ST

BETHANIA

QLD

Postcode 4205

**1.2 Phone**

Mobile

0478 086 834

Email

bethania@marsa.com.au

**Item 2****2.1 Tenant/s**

1. Full name/s MAURICE PRATT

Phone

Email

Emergency contact full name/s

Emergency contact phone

Emergency contact email

2. Full name/s JANE RIDDELL

Phone

Email

Emergency contact full name/s

Emergency contact phone

Emergency contact email

3. Full name/s

Phone

Email

Emergency contact full name/s

Emergency contact phone

Emergency contact email

**2.2 Address for service (if different from address of the premises in item 5.1)** Attach a separate list**Item 3****3.1 Agent** If applicable. See clause 43

Full name/trading name Marsa Pty Ltd T/as Marsa Pty Ltd

Address

PO Box 1026

Oxley

QLD

Postcode 4075

**3.2 Phone**

Mobile

0417075837

Email

admin@marsa.com.au



# General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



## Item 4 Notices may be given to

(Indicate if the email is different from item 1, 2 or 3 above)

### 4.1 Lessor

Email Yes ☐ No ☐ [REDACTED] Facsimile Yes ☐ No ☐ [REDACTED]

### 4.2 Tenant/s

Email Yes ☒ No ☐ [REDACTED] Facsimile Yes ☐ No ☐ [REDACTED]

### 4.3 Agent

Email Yes ☒ No ☐ bethania@marsa.com.au Facsimile Yes ☐ No ☐ [REDACTED]

## Item 5 5.1 Address of the rental premises

02/70 Clearwater Street

Bethania Qld Postcode 4205

### 5.2 Inclusions provided.

For example, furniture or other household goods let with the premises. Attach list if necessary

AS PER ENTRY CONDITION REPORT

### 5.3 Details of current repair orders for the rental premises or inclusions

N/A

## Item 6 6.1 The term of the agreement is

☒ fixed term agreement ☐ periodic agreement

6.2 Starting on 11 / 02 / 2025 6.3 Ending on 11 / 02 / 2026

Fixed term agreements only. For continuation of tenancy agreement, see clause 6

## Item 7 Rent

\$ \$475.00 per ☒ week ☐ fortnight ☐ month See clause 8(1)

## Item 8 Rent must be paid on the

TUESDAY day of each WEEK

Insert day. See clause 8(2)

Insert week, fortnight or month

## Item 9 Methods of rent payment

Insert the ways the rent must be paid. See clause 8(3)

DIRECT DEPOSIT

Details for direct credit

BSB no. 034 108 Bank/building society/credit union WESTPAC BANK

Account no. 486079 Account name MARSAPTY LTD

Payment reference 002JUNCTPRATT

## Item 10 Place of rent payment

Insert where the rent must be paid. See clause 8(5) to 8(7)

WESTPAC BRANCH

## Item 10a Day of last rent increase

Insert the day the rent was last increased for the premises

06 / 02 / 2024

Note: The lessor/lessor's agent must not increase, or propose to increase, the rent payable by a tenant less than 12 months after the last rent increase for the residential premises. Rent increase requirements do not apply to exempt lessors. The Act provides definitions for an exempt lessor.



**General tenancy agreement (Form 18a)**  
Residential Tenancies and Rooming Accommodation Act 2008



**Item 11** Rental bond amount  See clause 13

**Item 12** 12.1 The services supplied to the premises for which the tenant must pay See clause 16

Electricity ☒ Yes ☐ No

Any other service that a tenant must pay ☒ Yes ☐ No

Gas ☐ Yes ☐ No

Type  See special terms (page 11)

Phone ☒ Yes ☐ No

12.2 Is the tenant to pay for water supplied to the premises See clause 17

☒ Yes ☐ No

**Item 13** If the premises is not individually metered for a service under item 12.1, the apportionment of the cost of the service for which the tenant must pay.

For example, insert the percentage of the total charge the tenant must pay. See clause 16(c)

Electricity

Any other service stated in item 12.1

Gas

See special terms (page 11)

Phone

**Item 14** How services must be paid for Insert for each how the tenant must pay. See clause 16(c)

Electricity

Gas

Phone

Any other service stated in item 12.1  
See special terms (page 11)

**Item 15** Number of persons allowed to reside at the premises  See clause 23

**Item 16** 16.1 Are there any body corporate by-laws applicable to the occupation of the premises by a tenant? ☒ Yes ☐ No  
See clause 22

16.2 Has the tenant been given a copy of the relevant by-laws See clause 22 ☒ Yes ☐ No

**Item 17** The type and number of pets approved by the lessor to be kept at the premises See clauses 33A to 33D

Type  Number  Type  Number

**Item 18** 18.1 Name and telephone number of the lessor's nominated repairer for each of the following repairs

Electrical repairs  Phone

Plumbing repairs  Phone

Other repairs  Phone

18.2 Are the nominated repairers the tenant's first point of contact for notifying the need for emergency repairs? See clause 31(4)

☐ Yes

☒ No - please provide lessor contact details below

Name  Phone



## General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



## Part 2 Standard Terms

### Division 1 Preliminary

#### 1 Interpretation

In this agreement -

- (a) a reference to **the premises** includes a reference to any inclusions for the premises stated in this agreement for item 5.2; and
- (b) a reference to a numbered section is a reference to the section in the Act with that number; and
- (c) a reference to a numbered item is a reference to the item with that number in part 1; and
- (d) a reference to a numbered clause is a reference to the clause of this agreement with that number.

#### 2 Terms of a general tenancy agreement

- (1) This part states, under the *Residential Tenancies and Rooming Accommodation Act 2008 (the Act)*, section 55, the standard terms of a general tenancy agreement.
- (2) The Act also imposes duties on, and gives entitlements to, the lessor and tenant that are taken to be included as terms of this agreement.
- (3) The lessor and tenant may agree on other terms of this agreement (**special terms**).
- (4) A duty or entitlement under the Act overrides a standard term or special term if the term is inconsistent with the duty or entitlement.
- (5) A standard term overrides a special term if they are inconsistent.

*Note* - Some breaches of this agreement may also be an offence under the Act, for example, if -

- the lessor or the lessor's agent enters the premises in contravention of the rules of entry under sections 192 to 199; or
- the tenant does not sign and return the condition report to the lessor or the lessor's agent under section 65.

- (6) In accordance with section 61 of the Act, a General Tenancy Agreement must include the day the rent for the premises was last increased, within the meaning of section 93, at the time the agreement is entered into. However, this does not apply if the lessor is an exempt lessor.

#### 3 More than 1 lessor or tenant

- (1) This clause applies if more than 1 person is named in this agreement for item 1 or 2.
- (2) Each lessor named in this agreement for item 1 must perform all of the lessor's obligations under this agreement.
- (3) Each tenant named in this agreement for item 2 -
  - (a) holds their interest in the tenancy as a tenant in common unless a special term states the tenants are joint tenants; and
  - (b) must perform all the tenant's obligations under this agreement.

### Division 2 Period of tenancy

#### 4 Start of tenancy

- (1) The tenancy starts on the day stated in this agreement for item 6.2.
- (2) However, if no day is stated or if the stated day is before the signing of this agreement, the tenancy starts when the tenant is or was given a right to occupy the premises.

#### 5 Entry condition report - s 65

- (1) The lessor must prepare, in the approved form, sign and give the tenant 1 copy of a condition report for the premises.
- (2) The copy must be given to the tenant on or before the day the tenant occupies the premises under this agreement.
- (3) The tenant must mark the copy of the report to show any parts the tenant disagrees with, and sign and return the copy to the lessor not later than 7 days after the later of the following days -
  - (a) the day the tenant occupies the premises;

(b) the day the tenant is given the copy of the condition report.  
*Note* - A well completed condition report can be very important to help the parties if there is a dispute about the condition of the premises when the tenancy started. For more information about condition reports, see the information statement.

- (4) After the copy of the condition report is returned to the lessor by the tenant, the lessor must copy the condition report and return it to the tenant within 14 days.
- (5) However, the lessor does not have to prepare a condition report for the premises if -
  - (a) this agreement has the effect of continuing the tenant's right to occupy the premises under an earlier residential tenancy agreement; and
  - (b) in accordance with the Act, a condition report was prepared for the premises for the earlier residential tenancy agreement.
- (6) If a condition report is not prepared for this agreement because subclause (5) applies, the condition report prepared for the earlier residential tenancy agreement is taken to be the condition report for this agreement.

#### 6 Continuation of fixed term agreement - s 70

- (1) This clause applies if -
  - (a) this agreement is a fixed term agreement; and
  - (b) none of the following notices are given, or agreements or applications made before the day the term ends (the **end day**) -
    - (i) a notice to leave;
    - (ii) a notice of intention to leave;
    - (iii) an abandonment termination notice;
    - (iv) a notice, agreement or application relating to the death of a sole tenant under section 277(7);
    - (v) a written agreement between the lessor and tenant to end the agreement.
- (2) This agreement, other than a term about this agreement's term, continues to apply after the end day on the basis that the tenant is holding over under a periodic agreement.

*Note* - For more information about the notices, see the information statement.

#### 7 Costs apply to early ending of fixed term agreement - s 357A

- (1) This clause applies if -
  - (a) this agreement is a fixed term agreement; and
  - (b) the tenant ends this agreement before the term ends in a way not permitted under the Act.
- (2) The tenant must pay the reletting costs under section 357A(3).  
*Note* - For when the tenant may end this agreement early under the Act, see clause 36 and the information statement.
- (3) This clause does not apply if, after experiencing domestic violence, the tenant ends this agreement or the tenant's interest in this agreement under chapter 5, part 1, division 3, subdivision 2A of the Act.

### Division 3 Rent

#### 8 When, how and where rent must be paid - ss 83 and 85

- (1) The tenant must pay the rent stated in this agreement for item 7.
- (2) The rent must be paid at the times stated in this agreement for item 8.
- (3) The rent must be paid -
  - (a) in a way stated in this agreement for item 9; or
  - (b) in the way agreed after the signing of this agreement by -
    - (i) the lessor or tenant giving the other party a notice proposing the way; and
    - (ii) the other party agreeing to the proposal in writing; or



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- (c) if the lessor intends to change the way rent is paid to a way that is not stated in this agreement for item 9 and no way is agreed to after the signing of this agreement – in a way the lessor proposes by written notice to the tenant under section 84A.
- (4) The lessor must give the tenant written notice advising of the costs associated with the ways to pay rent offered to the tenant that the tenant would not reasonably be aware of if the lessor or lessor's agent knows or could reasonably be expected to find out about the costs.
- (5) The rent must be paid at the place stated in this agreement for item 10.
- (6) However, if, after the signing of this agreement, the lessor gives a notice to the tenant stating a different place for payment and the place is reasonable, the rent must be paid at the place while the notice is in force.
- (7) If no place is stated in this agreement for item 10 and there is no notice stating a place, the rent must be paid at an appropriate place.  
*Examples of an appropriate place –*
  - the lessor's address for service
  - the lessor's agent's office

### 9 Rent in advance - s 87

The lessor may require the tenant to pay rent in advance only if the payment is not more than –

- (a) for a periodic agreement – 2 weeks rent; or
- (b) for a fixed term agreement – 1 month rent.

*Note – Under section 87(2), the lessor or the lessor's agent must not require a payment of rent under this agreement in a period for which rent has already been paid.*

### 10 Rent increases - ss 91 and 93

- (1) If the lessor proposes to increase the rent, the lessor must give notice of the proposal to the tenant.
- (2) The notice must state the amount of the increased rent and the day from when it is payable.
- (3) The day stated must not be earlier than the later of the following –
  - (a) 2 months after the notice is given;
  - (b) 12 months after the last rent increase for the premises under section 93.
- (4) Subject to an order of a tribunal, the increased rent is payable from the day stated in the notice, and this agreement is taken to be amended accordingly.
- (5) However, the increased rent is payable by the tenant only if –
  - (a) the rent is increased in compliance with this clause; and
  - (b) the increased rent is not payable before the end of the minimum period before the rent may be increased under section 93; and
  - (c) the increase in rent does not relate to –
    - (i) compliance of the premises or inclusions with the prescribed minimum housing standards; or
    - (ii) keeping a pet or working dog at the premises.
- (6) Also, if this agreement is a fixed term agreement, the rent may not be increased before the term ends unless –
  - (a) this agreement provides for the rent increase; and
  - (b) this agreement states the amount of the increase or how the amount of the increase is to be worked out; and
  - (c) the increase is made in compliance with the matters mentioned in paragraph (b).

### 11 Application to tribunal about excessive increase - s 92

- (1) After the lessor gives the tenant notice of a proposed rent increase, the tenant may apply to the tribunal for an order setting aside or reducing the increase if the tenant believes the increase –
  - (a) is excessive; or
  - (b) is not payable under clause 10.

- (2) However, the application must be made –
  - (a) within 30 days after the notice is received; and
  - (b) for a fixed term agreement – before the term ends.

### 12 Rent decreases - s 94

Under section 94, the rent may decrease in certain situations.

*Note – For details of the situations, see the information statement.*

## Division 4 Rental bond

### 13 Rental bond required - ss 111 and 116

- (1) If a rental bond is stated in this agreement for item 11, the tenant must pay to the lessor or the lessor's agent the rental bond amount –
  - (a) if a special term requires the bond to be paid at a stated time – at the stated time; or
  - (b) if a special term requires the bond to be paid by instalments – by instalments; or
  - (c) otherwise – when the tenant signs this agreement.
- Note – There is a maximum bond that may be required. See section 146 and the information statement.*
- (2) The lessor or the lessor's agent must, within 10 days of receiving the bond or a part of the bond, pay it to the authority and give the authority a notice, in the approved form, about the bond.
- (3) The bond is intended to be available to financially protect the lessor if the tenant breaches this agreement.

*Example – The lessor may claim against the bond if the tenant does not leave the premises in the required condition at the end of the tenancy.*

*Note – For how to apply to the authority or a tribunal for the bond at the end of the tenancy, see the information statement and sections 125 to 141. Delay in applying may mean that payment is made on another application for payment.*

### 14 Increase in bond - s 154

- (1) The tenant must increase the rental bond if –
  - (a) the rent increases and the lessor gives notice to the tenant to increase the bond; and
  - (b) the notice is given at least 11 months after –
    - (i) this agreement started; or
    - (ii) if the bond has been increased previously by a notice given under this clause – the day stated in the notice, or the last notice, for making the increase.
- (2) The notice must state the increased amount and the day by which the increase must be made.
- (3) For subclause (2), the day must be at least 1 month after the tenant is given the notice.

## Division 5 Outgoings

### 15 Outgoings - s 163

- (1) The lessor must pay all charges, levies, premiums, rates or taxes for the premises, other than a service charge.  
*Examples –*  
body corporate levies, council general rates, sewerage charges, environment levies, land tax
- (2) This clause does not apply if –
  - (a) the lessor is the State; and
  - (b) rent is not payable under the agreement; and
  - (c) the tenant is an entity receiving financial or other assistance from the State to supply rented accommodation to persons.

### 16 General service charges - ss 164 and 165

The tenant must pay a service charge, other than a water service charge, for a service supplied to the premises during the tenancy if –

- (a) the tenant enjoys or shares the benefit of the service; and
- (b) the service is stated in this agreement for item 12.1; and



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- (c) either -
- (i) the premises are individually metered for the service; or
  - (ii) this agreement states for item 13 how the tenant's apportionment of the cost of the service is to be worked out; and
- (d) this agreement states for item 14 how the tenant must pay for the service.

*Note* - Section 165(3) limits the amount the tenant must pay.

## 17 Water service charges - ss 164, 166 and 166A

- (1) The tenant must pay an amount for the water consumption charges for the premises if -
- (a) the tenant is enjoying or sharing the benefit of a water service to the premises; and
  - (b) the premises are individually metered for the supply of water or water is supplied to the premises by delivery by means of a vehicle; and
  - (c) this agreement states for item 12.2 that the tenant must pay for water supplied to the premises.
- Note* - A water consumption charge does not include the amount of a water service charge that is a fixed charge for the water service.
- (2) However, the tenant does not have to pay an amount -
- (a) that is more than the amount of the water consumption charges payable to the relevant water supplier; or
  - (b) that is a fixed charge for the water service to the premises.
- (3) Also, the tenant does not have to pay an amount for a reasonable quantity of water supplied to the premises for a period if, during the period, the premises are not water efficient for section 166.

*Note* - For details about water efficiency, see the information statement.

- (4) In deciding what is a reasonable quantity of water for subclause (3), regard must be had to the matters mentioned in section 169(4)(a) to (e).
- (5) The lessor must give the tenant copies of relevant documents about the amount payable to the relevant water supplier within 4 weeks after the lessor receives the documents.
- (6) The tenant is not required to pay an amount for the water consumption charges if the tenant has not received a copy of the documents about the amount payable to the relevant water supplier.
- (7) Subclause (9) applies if water consumption charges are payable for a period that includes part but not all of a period specified, or to be specified, in a water consumption charges document.
- (8) The tenant may be required to pay an amount calculated under section 166A using -
- (a) a meter reading for the premises recorded in a condition report; and
  - (b) a reasonable estimate of the volume of water supplied to the premises during the period for which water consumption charges are payable by the tenant mentioned in subclause (8); and
  - (c) the rate used to calculate the water consumption charge stated in the most recent water consumption charges document.
- (9) The tenant must pay the amount of the charge to the lessor within 1 month of the lessor giving the tenant copies of relevant documents about the incurring of the amount.
- (10) In this clause -

**water consumption charge**, for premises, means the variable part of a water service charge assessed on the volume of water supplied to the premises.

**water consumption charges document** means a document, issued to the lessor by the relevant water supplier, stating the amount of water consumption charges for the premises that are payable to the supplier.

*Note* - If there is a dispute about how much water (or any other service charge) the tenant should pay, the lessor or the tenant may attempt to resolve the dispute by conciliation. See the information statement for details.

## Division 6 Rights and obligations concerning the premises during tenancy

### Subdivision 1 Occupation and use of premises

#### 18 No legal impediments to occupation - s 181

The lessor must ensure there is no legal impediment to occupation of the premises by the tenant as a residence for the term of the tenancy if, when entering into this agreement, the lessor knew about the impediment or ought reasonably to have known about it.

*Examples of possible legal impediments -*

- if there is a mortgage over the premises, the lessor might need to obtain approval from the mortgagee before the tenancy can start
- a certificate might be required under the *Building Act 1975* before the premises can lawfully be occupied
- the zoning of the land might prevent use of a building on the land as a residence

#### 19 Vacant possession and quiet enjoyment - ss 182 and 183

- (1) The lessor must ensure the tenant has vacant possession of the premises (other than a part of the premises that the tenant does not have a right to occupy exclusively) on the day the tenant is entitled to occupy the premises under this agreement.
- Editor's note* - Parts of the premises where the tenant does not have a right to occupy exclusively may be identified in a special term.
- (2) The lessor must take reasonable steps to ensure the tenant has quiet enjoyment of the premises.
- (3) The lessor or the lessor's agent must not interfere with the reasonable peace, comfort or privacy of the tenant in using the premises.

#### 20 Lessor's right to enter the premises - ss 192-199

The lessor or the lessor's agent may enter the premises during the tenancy only if the obligations under sections 192 to 199 have been complied with.

*Note* - See the information statement for details.

#### 21 Tenant's use of premises - ss 10 and 184

- (1) The tenant may use the premises only as a place of residence or mainly as a place of residence or for another use allowed under a special term.
- (2) The tenant must not -
- (a) use the premises for an illegal purpose; or
  - (b) cause a nuisance by the use of the premises; or
- Examples of things that may constitute a nuisance -*
- using paints or chemicals on the premises that go onto or cause odours on adjoining land
  - causing loud noises
  - allowing large amounts of water to escape onto adjoining land
- (c) interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant; or
- (d) allow another person on the premises to interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant.

#### 22 Units and townhouses - s 69

- (1) The lessor must give the tenant a copy of any body corporate by-laws applicable to -
- (a) the occupation of the premises; or
  - (b) any common area available for use by the tenant with the premises.
- (2) The tenant must comply with the body corporate by-laws.
- (3) Subclause (1) does not apply if -
- (a) this agreement has the effect of continuing the tenant's right to occupy the premises under an earlier residential tenancy agreement; and
  - (b) the lessor gave the tenant a copy of the body corporate by-laws in relation to the earlier agreement.



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### 23 Number of occupants allowed

No more than the number of persons stated in this agreement for item 15 may reside at the premises.

### 24 - intentionally removed

## Subdivision 2 Standard of premises

### 25 Lessor's obligations - s 185

- (1) At the start of the tenancy, the lessor must ensure -
  - (a) the premises are clean; and
  - (b) the premises are fit for the tenant to live in; and
  - (c) the premises are in good repair; and
  - (d) the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises.
  - (e) the premises and inclusions otherwise comply with any prescribed minimum housing standards applying to the premises or inclusions.

- (2) While the tenancy continues, the lessor must -
  - (a) maintain the premises in a way that the premises remain fit for the tenant to live in; and
  - (b) maintain the premises in good repair; and
  - (c) ensure the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises; and
  - (d) keep any common area included in the premises clean.
  - (e) ensure the premises and inclusions otherwise comply with any prescribed minimum housing standards applying to the premises or inclusions

*Note* - For details about the maintenance, see the information statement.

- (3) However, the lessor is not required to comply with subclause (1)(c) or (2)(a) for any non-standard items and the lessor is not responsible for their maintenance if -
  - (a) the lessor is the State; and
  - (b) the non-standard items are stated in this agreement and this agreement states the lessor is not responsible for their maintenance; and
  - (c) the non-standard items are not necessary and reasonable to make the premises a fit place in which to live; and
  - (d) the non-standard items are not a risk to health or safety; and
  - (e) for fixtures - the fixtures were not attached to the premises by the lessor.

- (4) In this clause -
 

**non-standard items** means the fixtures attached to the premises and inclusions supplied with the premises stated in this agreement for item 5.2.

**premises** include any common area available for use by the tenant with the premises.

### 26 Tenant's obligations generally - s 188(2), (3) and (5)

- (1) The tenant must keep the premises clean, having regard to their condition at the start of the tenancy.
- (2) The tenant must not maliciously damage, or allow someone else to maliciously damage, the premises.
- (3) The tenant's obligations under this clause do not apply to the extent the obligations would have the effect of requiring the tenant to repair, or compensate the lessor for, damage to the premises or inclusions caused by an act of domestic violence experienced by the tenant.

## Subdivision 3 The dwelling

### 27 Fixtures or structural changes - ss 206A-209B

- (1) The tenant may attach a fixture, or make a structural change, to the premises only if the lessor agrees to the fixture's attachment or the structural change.

*Note* - Fixtures are generally items permanently attached to land or to a building that are intended to become part of the land or building. An attachment may include, for example, something glued, nailed or screwed to a wall.

- (2) The lessor's agreement must be written, describe the nature of the fixture or change and include any terms of the agreement.

*Examples of terms -*

- that the tenant may remove the fixture
- that the tenant must repair damage caused when removing the fixture
- that the lessor must pay for the fixture if the tenant can not remove it

- (3) If the lessor does agree, the tenant must comply with the terms of the lessor's agreement.
- (4) The lessor must not act unreasonably in failing to agree.
- (5) If the tenant attaches a fixture, or makes a structural change, to the premises without the lessor's agreement, the lessor may -
  - (a) take action for a breach of a term of this agreement; or
  - (b) waive the breach (that is, not take action for the breach) and treat the fixture or change as an improvement to the premises for the lessor's benefit (that is, treat it as belonging to the lessor, without having to pay the tenant for it).
- (6) A fixture may be attached, or a structural change may be made, to premises if the fixture or structural change -
  - (a) is necessary for a tenant's safety, security or accessibility; and
  - (b) is attached or made in the circumstances, and in accordance with any requirements, prescribed by regulation.

### 28 Supply of locks and keys - s 210

- (1) The lessor must supply and maintain all locks necessary to ensure the premises are reasonably secure.
- (2) The lessor must give the tenant, or if there is more than 1 tenant, 1 of the tenants, a key for each lock that -
  - (a) secures an entry to the premises; or
  - (b) secures a road or other place normally used to gain access to, or leave, the area or building in which the premises are situated; or
  - (c) is part of the premises.
- (3) If there is more than 1 tenant, the lessor must give the other tenants a key for the locks mentioned in subclause (2)(a) and (b).

### 29 Changing locks - ss 211 and 212

- (1) The lessor or tenant may change a lock at the premises only if -
  - (a) the other party to this agreement agrees to the change; or
  - (b) the lessor or tenant has a reasonable excuse for making the change; or
  - (c) the lessor or tenant believes the change is necessary because of an emergency; or
  - (d) the lock is changed to comply with an order of the tribunal.
- (2) However, the tenant may also change a lock at the premises if the tenant -
  - (a) believes the change is necessary to protect the tenant or another occupant of the premises from domestic violence; and
  - (b) engages a locksmith or other qualified tradesperson to change the lock.
- (3) The lessor or tenant must not act unreasonably in failing to agree to the change of a lock.
- (4) If the lessor or tenant changes the lock, the lessor or tenant must give the other party to this agreement a key for the changed lock, unless -
  - (a) the other party agrees to not being given the key; or
  - (b) a tribunal orders that the key not be given to the other party.
- (5) If the tenant changes a lock under subclause (2) and gives the lessor a key for the changed lock, the lessor must not give the key to any other person without the tenant's agreement or a reasonable excuse.
- (6) The right of the lessor or tenant to change a lock under this clause is subject to any of the following laws that apply to the premises -
  - (a) the *Body Corporate and Community Management Act 1997*;
  - (b) the *Building Units and Group Titles Act 1980*;
  - (c) a body corporate by-law



## Subdivision 4 Damage and repairs

### 30 Meaning of emergency and routine repairs - ss 214 and 215

- (1) **Emergency repairs** are works needed to repair any of the following –
  - (a) a burst water service or serious water service leak;
  - (b) a blocked or broken lavatory system;
  - (c) a serious roof leak;
  - (d) a gas leak;
  - (e) a dangerous electrical fault;
  - (f) flooding or serious flood damage;
  - (g) serious storm, fire or impact damage;
  - (h) a failure or breakdown of the gas, electricity or water supply to the premises;
  - (i) a failure or breakdown of an essential service or appliance on the premises for hot water, cooking or heating;
  - (j) a fault or damage that makes the premises unsafe or insecure;
  - (k) a fault or damage likely to injure a person, damage property or unduly inconvenience a resident of the premises;
  - (l) a serious fault in a staircase, lift or other common area of the premises that unduly inconveniences a resident in gaining access to, or using, the premises.
- (2) Also, **emergency repairs** are works needed for the premises or inclusions to comply with the prescribed minimum housing standards.
- (3) **Routine repairs** are repairs other than emergency repairs.

### 31 Nominated repairer for emergency repairs - s 216

- (1) The lessor's nominated repairer for emergency repairs of a particular type must be stated either –
  - (a) in this agreement for item 18; or
  - (b) in a written notice given by the lessor to the tenant.
- (2) Item 18 or the written notice must state –
  - (a) the name and telephone number of the nominated repairer; and
  - (b) whether or not the nominated repairer is the tenant's first point of contact for notifying of the need for emergency repairs.
- (3) The lessor must give written notice to the tenant of any change of the lessor's nominated repairer or the telephone number of the nominated repairer.
- (4) This clause does not apply if –
  - (a) the lessor has given the tenant a telephone number of the lessor; and
  - (b) under this agreement the lessor is to arrange for emergency repairs to be made to the premises or inclusions.

### 32 Notice of damage - s 217

- (1) If the tenant knows the premises have been damaged, the tenant must give notice as soon as practicable of the damage.
- (2) If the premises need routine repairs, the notice must be given to the lessor.
- (3) If the premises need emergency repairs, the notice must be given to –
  - (a) the nominated repairer for the repairs; or
  - (b) if there is no nominated repairer for the repairs or the repairer can not be contacted – the lessor.
- (4) This clause does not apply to the tenant for damage caused by an act of domestic violence experienced by the tenant.

### 33 Emergency repairs arranged by tenant - ss 218 and 219

- (1) The tenant may arrange for a suitably qualified person to make emergency repairs or apply to the tribunal under section 221 for orders about the repairs if –
  - (a) the tenant has been unable to notify the lessor or nominated repairer of the need for emergency repairs of the premises; or
  - (b) the repairs are not made within a reasonable time after notice is given.

- (2) The maximum amount that may be incurred for emergency repairs arranged to be made by the tenant is an amount equal to the amount payable under this agreement for 4 weeks rent.  
*Note* – For how the tenant may require reimbursement for the repairs, see sections 219(2) and (3) and 220 and the information statement.

## Subdivision 5 Pets

### 33A Keeping pets and other animals at premises – ss 184B and 184G

- (1) The tenant may keep a pet or other animal at the premises only with the approval of the lessor.
- (2) However, the tenant may keep a working dog at the premises without the lessor's approval.
- (3) The tenant has the approval of the lessor to keep a pet at the premises if keeping the pet at the premises is consistent with item 17.

#### Notes –

- 1 If item 17 states 2 cats, the tenant is approved by the lessor to keep up to 2 cats at the premises.
  - 2 For additional approvals to keep a pet or other animal at the premises see clause 33C.
- (4) An authorisation to keep the pet or working dog at the premises continues for the life of the pet or working dog and is not affected by any of the following matters –
    - (a) the ending of this agreement, if the tenant continues occupying the premises under a new agreement;
    - (b) a change in the lessor or lessor's agent;
    - (c) for a working dog – the retirement of the dog from the service the dog provided as a working dog.
  - (5) An authorisation to keep a pet, working dog or other animal at the premises may be restricted by a body corporate by-law or other law about keeping animals at the premises.

#### Examples –

- 1 The premises may be subject to a local law that limits the number or types of animals that may be kept at the premises.
- 2 The premises may be subject to a body corporate by-law that requires the tenant to obtain approval from the body corporate before keeping a pet at the premises.

### 33B Tenant responsible for pets and other animals - s 184C

- (1) The tenant is responsible for all nuisance caused by a pet or other animal kept at the premises, including, for example, noise caused by the pet or other animal.
- (2) The tenant is responsible for repairing any damage to the premises or inclusions caused by the pet or other animal.
- (3) Damage to the premises or inclusions caused by the pet or other animal is not fair wear and tear.

### 33C Request for approval to keep pet – ss 184D and 184E

- (1) The tenant may, using the approved form, request the lessor's approval to keep a stated pet at the premises.
- (2) The lessor must respond to the tenant's request within 14 days after receiving the request.
- (3) The lessor's response to the request must be in writing and state –
  - (a) whether the lessor approves or refuses the tenant's request; and
  - (b) if the lessor approves the tenant's request subject to conditions – the conditions of the approval, and  
*Note* – See clause 33D for limitations on conditions of approval to keep a pet at the premises.
  - (c) if the lessor refuses the tenant's request –
    - (i) the grounds for the refusal; and
    - (ii) the reasons the lessor believes the grounds for the refusal apply to the request.
- (4) The lessor may refuse the request for approval to keep a pet at the premises only on 1 or more of the following grounds –
  - (a) keeping the pet would exceed a reasonable number of animals being kept at the premises;



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- (b) the premises are unsuitable for keeping the pet because of a lack of appropriate fencing, open space or another thing necessary to humanely accommodate the pet;
  - (c) keeping the pet is likely to cause damage to the premises or inclusions that could not practicably be repaired for a cost that is less than the amount of the rental bond for the premises;
  - (d) keeping the pet would pose an unacceptable risk to the health and safety of a person, including, for example, because the pet is venomous;
  - (e) keeping the pet would contravene a law;
  - (f) keeping the pet would contravene a body corporate by-law applying to the premises;
  - (g) if the lessor proposed reasonable conditions for approval and the conditions comply with clause 33D – the tenant has not agreed to the conditions;
  - (h) the animal stated in the request is not a pet as defined in section 184A;
  - (i) another ground prescribed by a regulation under section 184E(1)(j).
- (5) The lessor is taken to approve the keeping of the pet at the premises if –
- (a) the lessor does not comply with subclause (2); or
  - (b) the lessor's response does not comply with subclause (3).

### 33D Conditions for approval to keep pet at premises – s 184F

- (1) The lessor's approval to keep a pet at the premises may be subject to conditions if the conditions –
  - (a) relate only to keeping the pet at the premises; and
  - (b) are reasonable having regard to the type of pet and the nature of the premises; and
  - (c) are stated in the written approval given to the tenant in a way that is consistent with clause 33C(3).
- (2) Without limiting subclause (1)(b), the following conditions of the lessor's approval are taken to be reasonable –
  - (a) if the pet is not a type of pet ordinarily kept inside – a condition requiring the pet to be kept outside at the premises;
  - (b) if the pet is capable of carrying parasites that could infest the premises – a condition requiring the premises to be professionally fumigated at the end of the tenancy;
  - (c) if the pet is allowed inside the premises – a condition requiring carpets in the premises to be professionally cleaned at the end of the tenancy.
- (3) A condition of the lessor's approval to keep a pet at the premises is void if the condition –
  - (a) would have the effect of the lessor contravening section 171 or 172; or
  - (b) would, as a term of this agreement, be void under section 173; or
  - (c) would increase the rent or rental bond payable by the tenant; or
  - (d) would require any form of security from the tenant.
- (4) For subclause (2), the premises are professionally fumigated, and carpets are professionally cleaned, if the fumigation and cleaning are done to a standard ordinarily achieved by businesses selling those services.

## Division 7 Restrictions on transfer or subletting by tenant

### 34 General – ss 238 and 240

- (1) Subject to clause 35, the tenant may transfer all or a part of the tenant's interest under this agreement, or sublet the premises, only if the lessor agrees in writing or if the transfer or subletting is made under a tribunal order.

- (2) The lessor must act reasonably in failing to agree to the transfer or subletting.
- (3) The lessor is taken to act unreasonably in failing to agree to the transfer or subletting if the lessor acts in a capricious or retaliatory way.
- (4) The lessor or the lessor's agent must not require the tenant to pay, or accept from the tenant, an amount for the lessor's agreement to a transfer or subletting by the tenant, other than an amount for the reasonable expenses incurred by the lessor in agreeing to the transfer or subletting.

### 35 State assisted lessors or employees of lessor – s 237

- (1) This clause applies if –
  - (a) the lessor is the State; or
  - (b) the lessor is an entity receiving assistance from the State to supply rented accommodation; or
  - (c) the tenant's right to occupy the premises comes from the tenant's terms of employment.
- (2) The tenant may transfer the whole or part of the tenant's interest under this agreement, or sublet the premises, only if the lessor agrees in writing to the transfer or subletting.

## Division 8 When agreement ends

### 36 Ending of agreement – s 277

- (1) This agreement ends only if –
  - (a) the lessor and tenant agree, in a separate written document, to end this agreement; or
  - (b) the lessor gives a notice to leave premises to the tenant under section 326 and the tenant hands over vacant possession of the premises to the lessor on or after the handover day; or
  - (c) the tenant gives a notice of intention to leave premises to the lessor under section 327 and hands over vacant possession of the premises to the lessor on or after the handover day; or
  - (d) the tenant vacates, or is removed from, the premises after receiving a notice from a mortgagee or appointed person under section 317; or
  - (e) the tenant abandons the premises and the period for which the tenant paid rent has ended; or
  - (f) the tribunal makes an order terminating this agreement.
- (2) Also, this agreement ends for a sole tenant if –
  - (a) the tenant gives the lessor a notice ending tenancy interest and hands over vacant possession of the premises; or
  - (b) the tenant dies.

*Note* – See section 324A for when this agreement ends if a sole tenant dies.

### 37 Condition premises must be left in – s 188(4) and (5)

- (1) At the end of the tenancy, the tenant must leave the premises, as far as possible, in the same condition they were in at the start of the tenancy, fair wear and tear excepted.  
*Examples of what may be fair wear and tear –*
  - wear that happens during normal use
  - changes that happen with ageing
- (2) The tenant's obligation mentioned in subclause (1) does not apply to the extent the obligation would have the effect of requiring the tenant to repair, or compensate the lessor for, damage to the premises or inclusions caused by an act of domestic violence experienced by the tenant.



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### 38 Keys

At the end of the tenancy, the tenant must return to the lessor all keys for the premises.

### 39 Tenant's forwarding address - s 205(2) and (3)

- (1) When handing over possession of the premises, the tenant must, if the lessor or the lessor's agent asks the tenant in writing to state the tenant's new residential address, tell the lessor or the agent the tenant's new residential address.
- (2) However, subclause (1) does not apply if -
  - (a) the tenant has a reasonable excuse for not telling the lessor or agent the new address; or
  - (b) after experiencing domestic violence, the tenant ended this agreement, or the tenant's interest in this agreement, under chapter 5, part 1, division 3, subdivision 2A of the Act.

### 40 Exit condition report - s 66

- (1) As soon as practicable after this agreement ends, the tenant must prepare, in the approved form, and sign a condition report for the premises and give 1 copy of the report to the lessor or the lessor's agent.  
*Example of what might be as soon as practicable* - when the tenant returns the keys to the premises to the lessor or the lessor's agent.  
*Note* - For the approved form for the condition report, see the information statement. The report may be very important in deciding who is entitled to a refund of the rental bond if there is a dispute about the condition of the premises.
- (2) The lessor or the lessor's agent must, within 3 business days after receiving the copy of the report -
  - (a) sign the copy; and
  - (b) if the lessor or agent does not agree with the report - show the parts of the report the lessor or agent disagrees with by marking the copy in an appropriate way; and
  - (c) if the tenant has given a forwarding address to the lessor or agent - make a copy of the report and return it to the tenant at the address.
- (3) The lessor or agent must keep a copy of the condition report signed by both parties for at least 1 year after this agreement ends.

### 41 Goods or documents left behind on premises - ss 363 and 364

- (1) The tenant must take all of the tenant's belongings from the premises at the end of the tenancy.
- (2) The lessor may not treat belongings left behind as the lessor's own property, but must deal with them under sections 363 and 364.  
*Note* - For details of the lessor's obligations under sections 363 and 364, see the information statement. They may include an obligation to store goods and may allow the lessor to sell goods and pay the net sale proceeds (after storage and selling costs) to the public trustee.

## Division 9 Miscellaneous

### 42 Supply of goods and services - s 171

- (1) The lessor or the lessor's agent must not require the tenant to buy goods or services from the lessor or a person nominated by the lessor or agent.
- (2) Subclause (1) does not apply to -
  - (a) a requirement about a service charge;  
*Note* - See section 164 for what is a service charge.
  - (b) a condition of an approval to keep a pet if the condition -
    - (i) requires the carpets to be cleaned, or the premises to be fumigated, at the end of the tenancy; and
    - (ii) complies with clause 33D; and
    - (iii) does not require the tenant to buy cleaning or fumigation services from a particular person or business.

### 43 Lessor's agent

- (1) The name and address for service of the lessor's agent is stated in this agreement for item 3.
- (2) Unless a special term provides otherwise, the agent may -
  - (a) stand in the lessor's place in any application to a tribunal by the lessor or the tenant; or
  - (b) do any thing else the lessor may do, or is required to do, under this agreement.

### 44 Notices

- (1) A notice under this agreement must be written and, if there is an approved form for the notice, in the approved form.  
*Note* - Download approved forms via the RTA website [rta.qld.gov.au](http://rta.qld.gov.au).
- (2) A notice from the tenant to the lessor may be given to the lessor's agent.
- (3) A notice may be given to a party to this agreement or the lessor's agent -
  - (a) by giving it to the party or agent personally; or
  - (b) if an address for service for the party or agent is stated in this agreement for item 1, 2 or 3 - by leaving it at the address, sending it by prepaid post as a letter to the address; or
  - (c) if a facsimile number for the party or agent is stated in this agreement for item 1, 2 or 3 and item 4 indicates that a notice may be given by facsimile - by sending it by facsimile to the facsimile number in accordance with the *Electronic Transactions (Queensland) Act 2001*; or
  - (d) if an email address for the party or agent is stated in this agreement for item 1, 2 or 3 and item 4 indicates that a notice may be given by email - by sending it electronically to the email address in accordance with the *Electronic Transactions (Queensland) Act 2001*.
- (4) A party or the lessor's agent may withdraw his or her consent to notices being given to them by facsimile or email only by giving notice to each other party that notices are no longer to be given to the party or agent by facsimile or email.
- (5) If no address for service is stated in this agreement for item 2 for the tenant, the tenant's address for service is taken to be the address of the premises.
- (6) A party or the lessor's agent may change his or her address for service, facsimile number or email address only by giving notice to each other party of a new address for service, facsimile number or email address.
- (7) On the giving of a notice of a new address for service, facsimile number or email address for a party or the lessor's agent, the address for service, facsimile number or email address stated in the notice is taken to be the party's or agent's address for service, facsimile number or email address stated in this agreement for item 1, 2 or 3.
- (8) Unless the contrary is proved -
  - (a) a notice left at an address for service is taken to have been received by the party to whom the address relates when the notice was left at the address; and
  - (b) a notice sent by post is taken to have been received by the person to whom it was addressed when it would have been delivered in the ordinary course of post; and
  - (c) a notice sent by facsimile is taken to have been received at the place where the facsimile was sent when the sender's facsimile machine produces a transmission report indicating all pages of the notice have been successfully sent; and
  - (d) a notice sent by email is taken to have been received by the recipient when the email enters the recipient's email server.



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**Part 3 Special terms** Insert any special terms here and/or attach a separate list if required. See clause 2(3) to 2(5)

Refer to attached special terms approved by the Real Estate Institute of Queensland.

AS PER SPECIAL TERMS AS PREVIOUSLY SIGNED

THE TENANT/S ACKNOWLEDGE THAT THE CAR PARKING FOR THE TENANTS IS THE GARAGE AND DRIVEWAY, PROVIDING YOUR VEHICLE DOES NOT EXTEND ONTO THE ROADWAY/GRASS OR INTO GARDEN BEDS. ALL OTHER VEHICLES MUST BE PARKED OUTSIDE OF THE COMPLEX.

THIS LEASE INCLUDES LAWN MOWING, WEEDING AND HEDGING OF THE BACKYARD

DURING YOUR TENANCY, IF YOU HAVE BEEN LOCKED OUT DUE TO MISSING OR MISPLACEMENT OF KEYS, AND REQUIRE THE PROPERTY MANAGER OUTSIDE OF BUSINESS HOURS (9AM-5PM) MONDAY TO FRIDAY, YOU WILL BE REQUIRED TO PAY A FEE DIRECTLY TO THE ONSITE MANAGER OF \$50 BEFORE THE KEYS ARE RELEASED. IF THE ONSITE MANAGER IS UNAVAILABLE AT THIS TIME YOU WILL BE REQUIRED AT COST TO YOURSELF TO ENGAGE THE SERVICES OF A LOCKSMITH.

LEASE AMENDMENT FEE- \$50 THAT DURING A TENANCY IF THE EXISTING TENANTS LISTED ON THE TENANCY AGREEMENT REQUIRE TO HAVE A TENANTS NAMES ADDED/REMOVED OR THE LEASE AMENDED PRIOR TO A LEASE RENEWAL THE TENANTS ARE RESPONSIBLE FOR THE LEASE AMENDMENT FEE FOR THESE CHANGES.

Names of Approved Occupants:

The tenant/s must receive a copy of the information statement (Form 17a) and a copy of any applicable by-laws if copies have not previously been given to the tenant/s. **Do not send to the RTA - give this form to the tenant/s, keep a copy for your records.**



Other languages: You can access a free interpreter service by calling the RTA on 1300 366 311 (Monday to Friday, 8:30am to 5:00pm).

**Signature of lessor/agent**

Name/trading name

MARSA PROPERTY MANAGEMENT

Signature

Date 22/01/2025

**Signature of tenant 1**

Print name

MAURICE PRATT

Signature

Date 20/1/25

**Signature of tenant 2**

Print name

JANE RIDDELL

Signature

Date 21/1/25

**Signature of tenant 3**

Print name

Signature

Date / /