

Seller Disclosure Report

Vendor/s

ROBERT WILLIAM RALPH, BRANDI-LEA RALPH

Property Address

UNIT 605 152 MIDDLE ST, CLEVELAND QLD 4163

Prepared On

Friday, August 15, 2025

In This Report

01 Disclosure Statement02 Searches

Disclosure Statement

Seller disclosure statement



Property Law Act 2023 section 99

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

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

WARNING - You must be given this statement <u>before you sign</u> the contract for the sale of the property.

This statement does not include information about:

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

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

Part 1 - Seller and property details

Seller ROBERT WILLIAM	RALPH, BRANDI-LEA RALPH	
Property address UNIT 60s (referred to as the "property" in this statement)	5 152 MIDDLE ST, CLEVELAND QLD 41	63
Lot on plan description Lot	605 on SP324763	
Community titles scheme or BUGTA scheme:	Is the property part of a community title	s scheme or a BUGTA scheme:
of Bodia scheme:	x Yes	□ No
	If Yes , refer to Part 6 of this statement for additional information	If No , please disregard Part 6 of this statement as it does not need to be completed

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

Title details	The seller gives or has given the buyer the following—		
	A title search for the property issued under the <i>Land Title Act 1994</i> showing interests registered under that Act for the property.	×	Yes
	A copy of the plan of survey registered for the property.	×	Yes

Registered encumbrances	Registered encumbrances, if any, are recorded on the title search, and may affect your use of property. Examples include easements, statutory covenants, leases and mortgages.							
	You should seek legal advice about your rights and obligations before signing the contract.							
Unregistered encumbrances	There are encumbrances not registered on the title that will continue							
(excluding statutory encumbrances)	Note —If the property is part of a community titles scheme or a BUGTA scheme it may be subject to and have the benefit of statutory easements that are NOT required to be disclosed.							
· · · · · · · · · · · · · · · · · · ·	Unregistered lease (if applicable)							
	If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows:							
	» the start and end day of the term of the lease:							
	» the amount of rent and bond payable:							
	» whether the lease has an option to renew:							
	Other unregistered agreement in writing (if applicable)							
	If the unregistered encumbrance is created by an agreement in writing, and is not an unregistered lease, a copy of the agreement is given, together with relevant plans, if any.							
	Unregistered oral agreement (if applicable)							
	If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows:							
Statutory encumbrances	There are statutory encumbrances that affect the property. Yes No							
circumstances	If Yes , the details of any statutory encumbrances are as follows:							
	Please refer to the attached Statutory Encumbrance Report Annexure and Maps for further information.							
Residential tenancy or rooming accommodation	The property has been subject to a residential tenancy agreement or a rooming accommodation agreement under the <i>Residential Tenancies</i> and <i>Rooming Accommodation Act 2008</i> during the last 12 months.							
agreement	If Yes , when was the rent for the premises or each of the residents' rooms last increased? (Insert date of the most recent rent increase for the premises or rooms)							
	Note —Under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> the rent for a residential premises may not be increased earlier than 12 months after the last rent increase for the premises.							
	As the owner of the property, you may need to provide evidence of the day of the last rent increase. You should ask the seller to provide this evidence to you prior to settlement.							

Part 3 – Land use, planning and environment

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

Zoning	The zoning of the property is (Insert zoning under the planning scheme ment Act 2012; the Integrated Resort Development Act 1987; the Mixed the State Development and Public Works Organisation Act 1971 or the State Development and Public Works Organisation Act 1971 or the State Development and Public Works Organisation Act 1971 or the State Development and Public Works Organisation Act 1971 or the State Development and Public Works Organisation Act 1971 or the State Development Act 2012; the Integrated Resort Development Act 2012; the Integrated	Use	Developme	nt A	ct 199;
Transport proposals and resumptions	The lot is affected by a notice issued by a Commonwealth, State or local government entity and given to the seller about a transport infrastructure proposal* to: locate transport infrastructure on the property; or alter the dimensions of the property.		Yes	×	No
	The lot is affected by a notice of intention to resume the property or any part of the property.		Yes	×	No
	If Yes , a copy of the notice, order, proposal or correspondence must be	give	en by the se	ller.	
· · · · · · · · · · · · · · · · · · ·	$\it re$ has the meaning defined in the <i>Transport Infrastructure Act 1994</i> . A $\it p$ ficial process to establish plans or options that will physically affect the			a re	solution
Contamination and environmental protection	The property is recorded on the Environmental Management Register or the Contaminated Land Register under the <i>Environmental Protection Act 1994</i> .		Yes	×	No
	The following notices are, or have been, given:				
	A notice under section 408(2) of the <i>Environmental Protection Act 1994</i> (for example, land is contaminated, show cause notice, requirement for site investigation, clean up notice or site management plan).		Yes	×	No
	A notice under section 369C(2) of the <i>Environmental Protection Act</i> 1994 (the property is a place or business to which an environmental enforcement order applies).		Yes	×	No
	A notice under section 347(2) of the <i>Environmental Protection Act</i> 1994 (the property is a place or business to which a prescribed transitional environmental program applies).		Yes	×	No
_		_		_	
Trees	There is a tree order or application under the <i>Neighbourhood</i> Disputes (Dividing Fences and Trees) Act 2011 affecting the property.		Yes	×	No
	If Yes , a copy of the order or application must be given by the seller.				
Heritage	The property is affected by the <i>Queensland Heritage Act 1992</i> or is included in the World Heritage List under the <i>Environment Protection and Biodiversity Conservation Act 1999</i> (Cwlth).		Yes	×	No
Flooding	Information about whether the property is affected by flooding or anot within a natural hazard overlay can be obtained from the relevant loca should make your own enquires. Flood information for the property material property of the Australian Flood Risk Information	l gov ay al	vernment a so be avail	nd y	ou
Vegetation, habitats	Information about vegetation clearing, koala habitats and other restric	rtion	s on devol	nm	ent of
and protected plants	the land that may apply can be obtained from the relevant State gover			hiii	ent Oi

Part 4 - Buildings and structures

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

Swimming pool	There is a relevant pool for the property.		Yes	×	No
	If a community titles scheme or a BUGTA scheme – a shared pool is located in the scheme.		Yes	×	No
	Pool compliance certificate is given.		Yes	×	No
	OR				
	Notice of no pool safety certificate is given.		Yes	×	No
Unlicensed building work under owner	Building work was carried out on the property under an owner builder permit in the last 6 years.		Yes	×	No
builder permit	A notice under section 47 of the Queensland Building and Construction must be given by the seller and you may be required to sign the notice prior to signing the contract.				
Notices and orders	There is an unsatisfied show cause notice or enforcement notice under the <i>Building Act 1975</i> , section 246AG, 247 or 248 or under the <i>Planning Act 2016</i> , section 167 or 168.		Yes	×	No
	The seller has been given a notice or order, that remains in effect, from a local, State or Commonwealth government, a court or tribunal, or other competent authority, requiring work to be done or money to be spent in relation to the property.		Yes	×	No
	If Yes , a copy of the notice or order must be given by the seller.				
Building Energy Efficiency Certificate	If the property is a commercial office building of more than 1,000m², a Certificate is available on the Building Energy Efficiency Register.	Bui	lding Energ	y Eff	iciency
Asbestos	The seller does not warrant whether asbestos is present within building the property. Buildings or improvements built before 1990 may contain containing materials (ACM) may have been used up until the early 200 become dangerous when damaged, disturbed, or deteriorating. Inform is available at the Queensland Government Asbestos Website (asbest common locations of asbestos and other practical guidance for homes).	n as 00s. natio	bestos. Asb Asbestos o on about as <u>ld.gov.au</u>) i	esto r AC best	os M may cos

Part 5 – Rates and services

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

Rates	Whichever of the following applies—		
	The total amount payable* for all rates stated in the most recent rate notice is	• ,	ount) for the property as
	Amount: \$324.08	Date Range: 1/07/2025 to 30/0	09/2025
	OR		
	The property is currently a rates exemp	ot lot.**	
	OR		
	The property is not rates exempt but n is issued by a local government for the		

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

Water	Whichever of the following applies—
	The total amount payable as charges for water services for the property as indicated in the most recent water services notice* is:
	Amount: \$241.42 Date Range: 1/07/2025 to 30/09/2025
	OR
	There is no separate water services notice issued for the lot; however, an estimate of the total amount payable for water services is:
	Amount: Insert estimated amount Date Range: Insert date range

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

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

Part 6 - Community titles schemes and BUGTA schemes

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

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

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

The property is included in a community titles scheme.

(If Yes, complete the information below)

Community Management Statement A copy of the most recent community management statement for the scheme as recorded under the Land Title Act 1994 or another Act is given to the buyer.	
Note —If the property is part of a community titles scheme, the community management statement for the scheme contains important information about the rights and obligations of owners of lots in the scheme including matters such as lot entitlements, by-laws and exclusive use areas.	!
Body Corporate Certificate A copy of a body corporate certificate for the lot under the Body Corporate and Community Management Act 1997, section 205(4) is given to the buyer. No No	
If No — An explanatory statement is given to the buyer that states: \Box Yes	
» a copy of a body corporate certificate for the lot is not attached; and	
» the reasons under section 6 of the Property Law Regulation 2024 why the seller has not been able to obtain a copy of the body corporate certificate for the lot.	
Statutory Warranties—If you enter into a contract, you will have implied warranties under the Body Corporate and Community Management Act 1997 relating to matters such as latent or patent defects in common property or body corporate assets; any actual, expected or continge financial liabilities that are not part of the normal operating costs; and any circumstances in relation to the affairs of the body corporate that will materially prejudice you as owner of the property. There will be further disclosure about warranties in the contract.	nt
Building Units and The property is included in a BUGTA scheme ☐ Yes ☒ No Group Titles Act (If Yes, complete the information below) 1980	
Body Corporate A copy of a body corporate certificate for the lot under the <i>Building</i> Units and Group Titles Act 1980, section 40AA(1) is given to the buyer. □ No	
If No — An explanatory statement is given to the buyer that states: \Box Yes	
» a copy of a body corporate certificate for the lot is not attached; and	
» the reasons under section 7 of the Property Law Regulation 2024 why the seller has not been able to obtain a copy of the body corporate certificate for the lot.	
Note —If the property is part of a BUGTA scheme, you will be subject to by-laws approved by the body corporate and other by-laws that regulate your use of the property and common property.	

 ¥ Yes

 \square No

Body Corporate

and Community

Signatures – SELLER

Signed by: Robert Ralph 48EA7B4930479149	Signed by: Brandi-lea Ralph 155C915124E77DAC	
Signature of seller	Signature of seller	
Robert Ralph	Brandi-lea Ralph	
Name of seller	Name of seller	
15/08/2025 12:13 pm	15/08/2025 11:48 am	
Date	Date	

Signatures – BUYER

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

Signature of buyer	Signature of buyer	
Name of buyer	Name of buyer	
Date	Date	

Searches

CURRENT TITLE SEARCH

QUEENSLAND TITLES REGISTRY PTY LTD

Request No: 52946874

Search Date: 12/08/2025 11:02 Title Reference: 51290041

Date Created: 29/07/2022

Previous Title: 15583068

50135103

REGISTERED OWNER

Dealing No: 721897810 11/08/2022

ROBERT WILLIAM RALPH

BRANDI-LEA RALPH JOINT TENANTS

ESTATE AND LAND

Estate in Fee Simple

LOT 605 SURVEY PLAN 324763

Local Government: REDLAND

COMMUNITY MANAGEMENT STATEMENT 55226

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by Deed of Grant No. 19539113 (ALLOT 5 SEC 24)
Deed of Grant No. 19539114 (ALLOT 6 SEC 24)

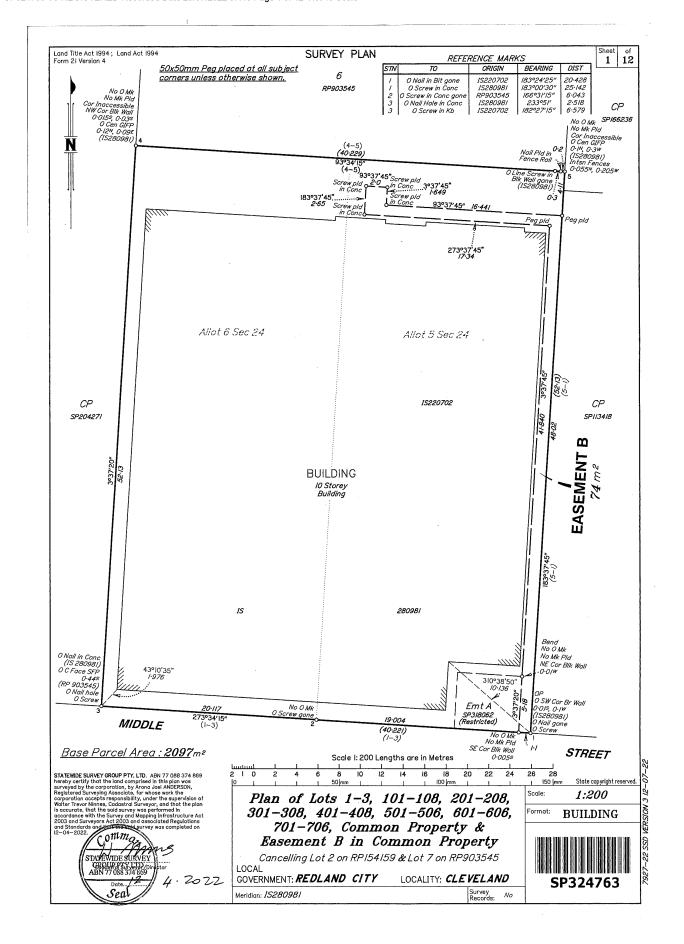
2. MORTGAGE No 722628954 21/07/2023 at 14:08 AFSH NOMINEES PTY LTD A.C.N. 143 937 437

ADMINISTRATIVE ADVICES - NIL UNREGISTERED DEALINGS - NIL

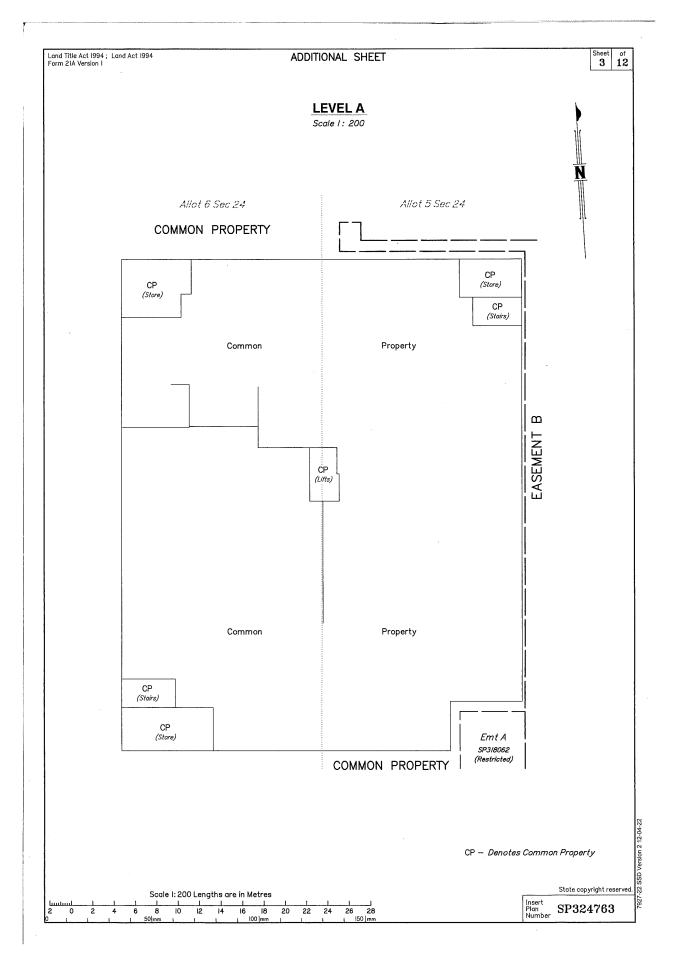
Caution - Charges do not necessarily appear in order of priority

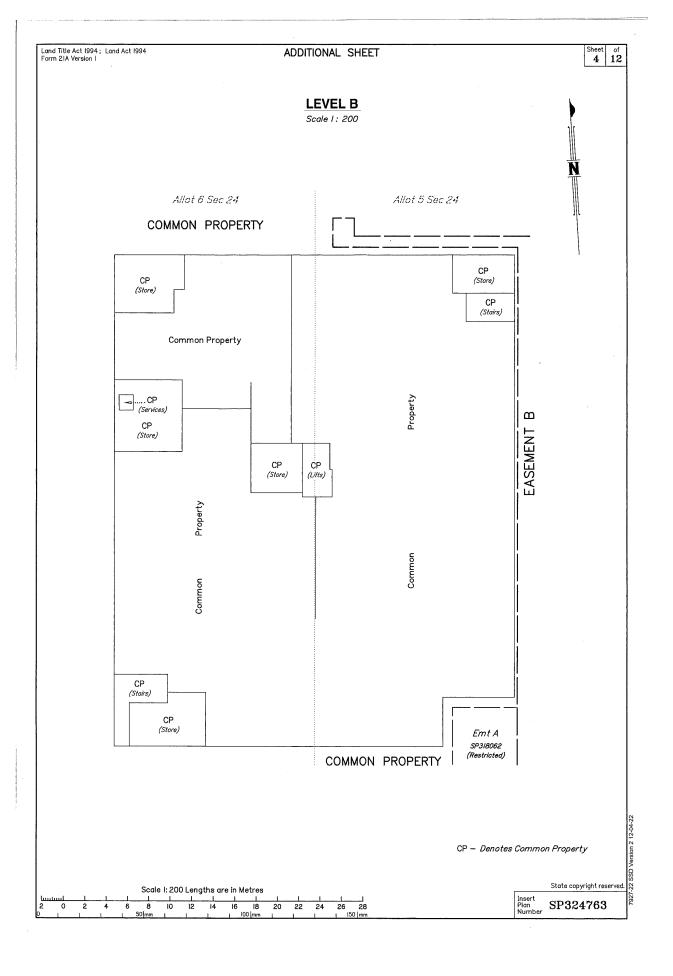
** End of Current Title Search **

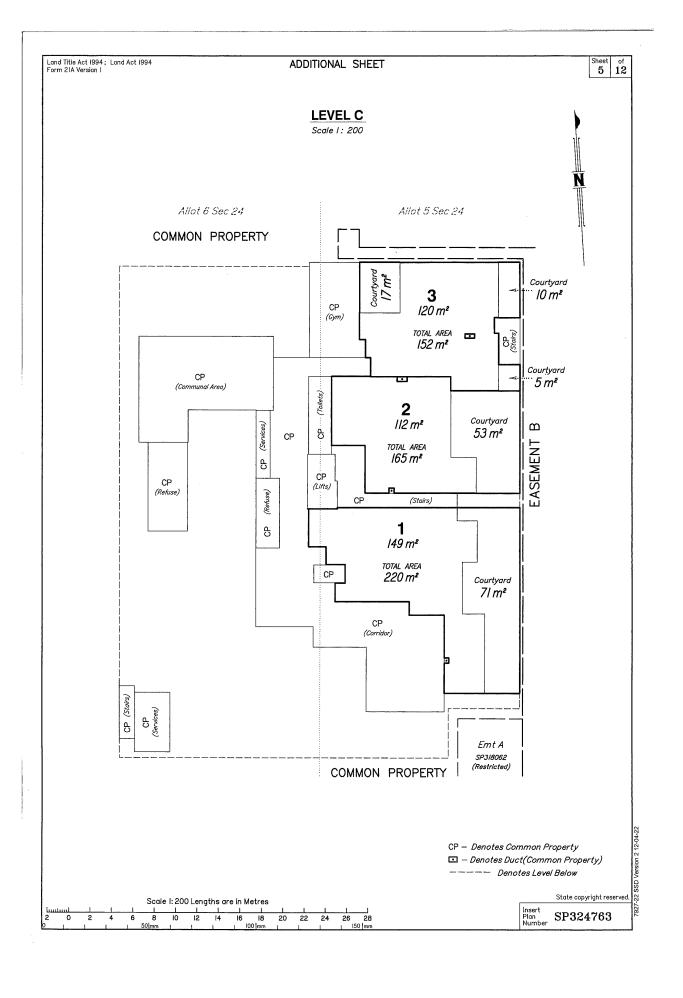
COPYRIGHT QUEENSLAND TITLES REGISTRY PTY LTD [2025] Requested By: D-ENQ INFOTRACK PTY LIMITED

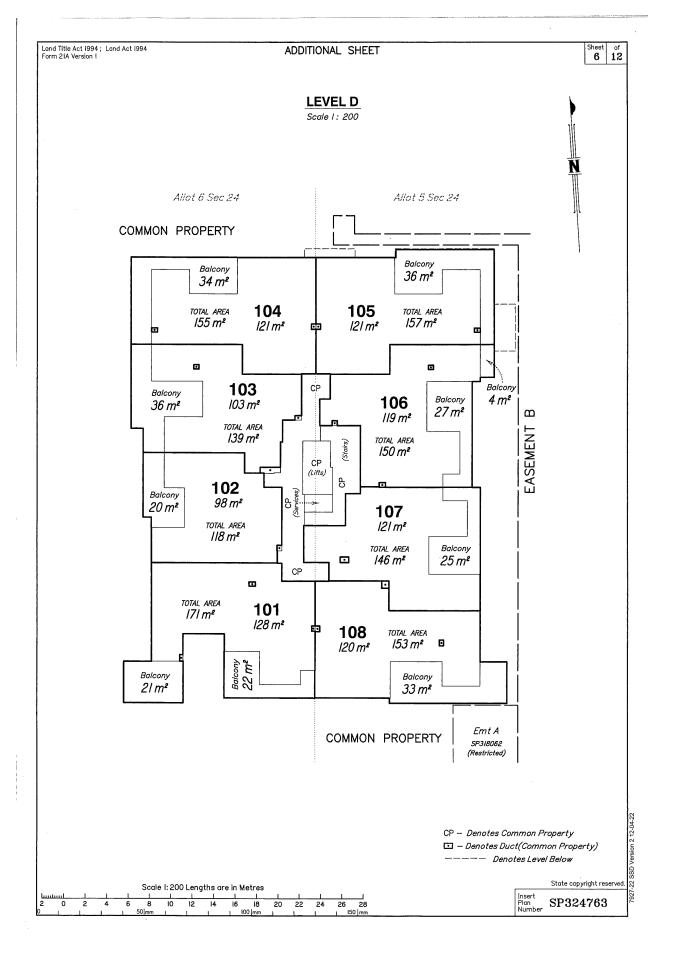


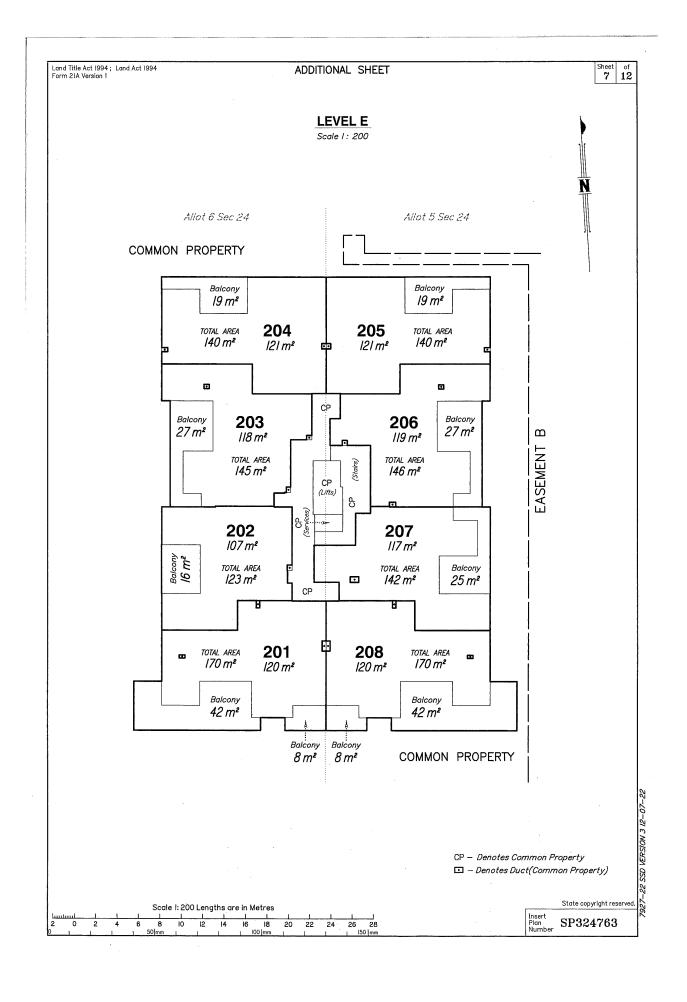
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					307,401-404,40		3,505,601-603,			
50135103		Lot 7 on RP	903545		1-3,101,104-	108,201,20	4-208,301,		E	EMTB
					304-308,401, 601,603-60					
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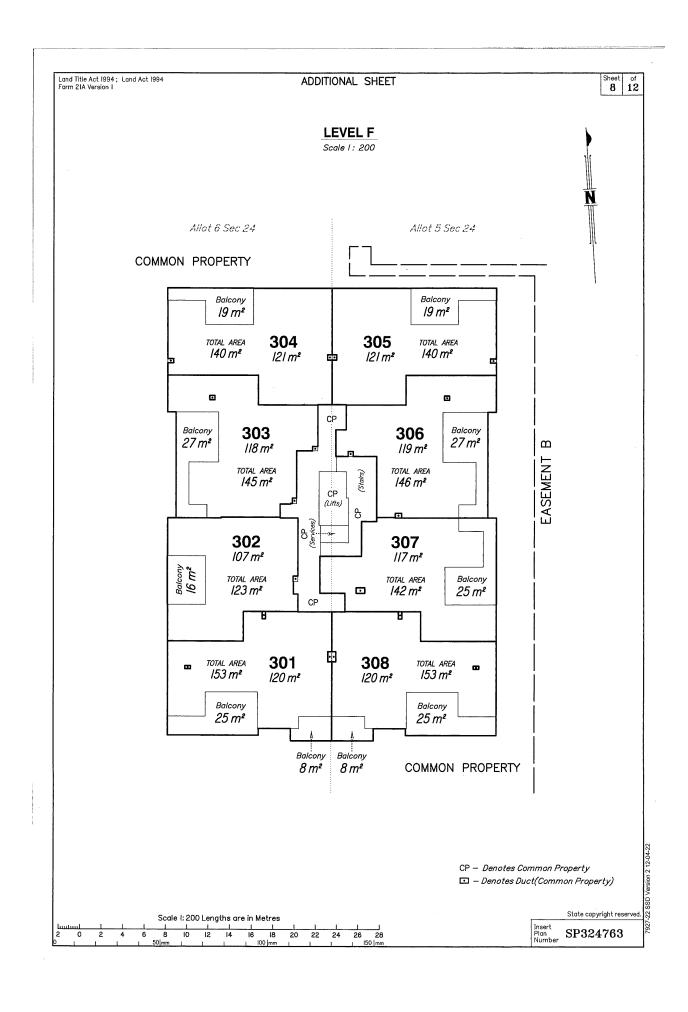


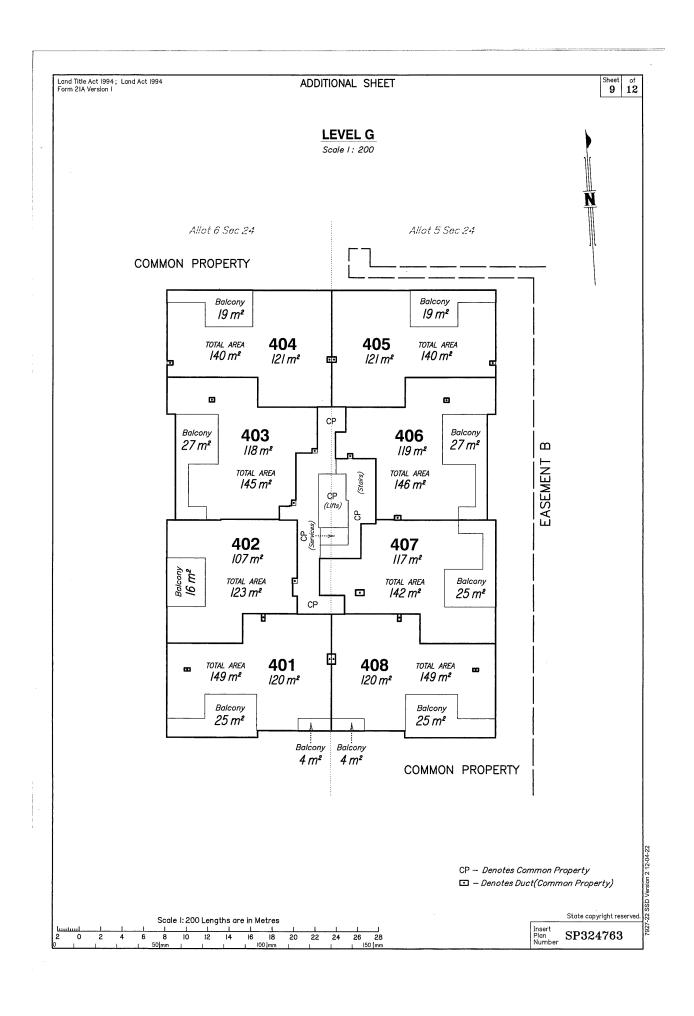


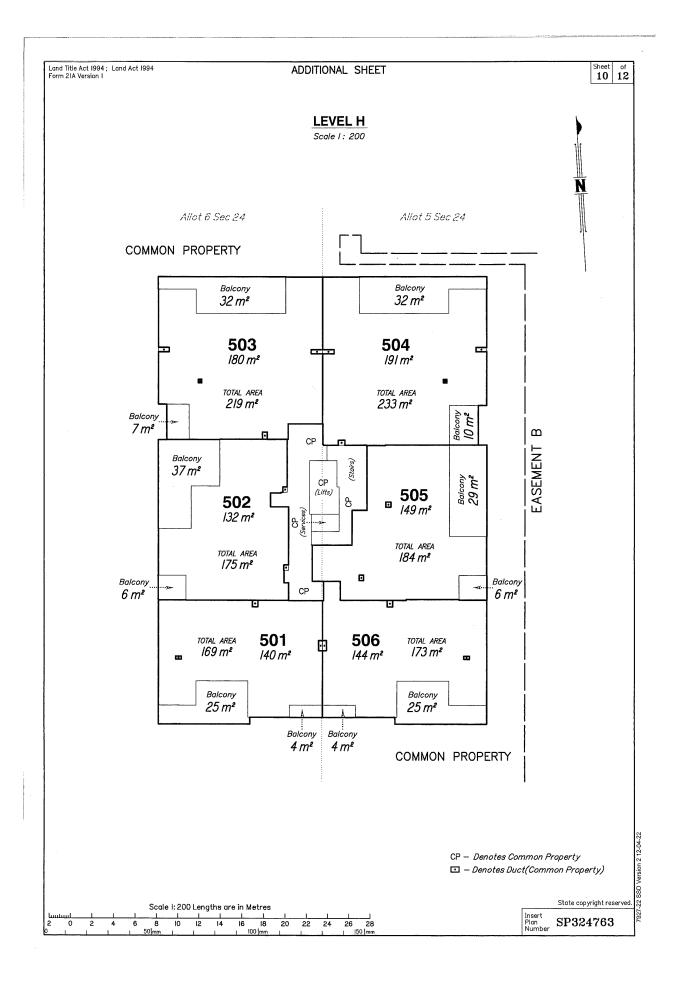


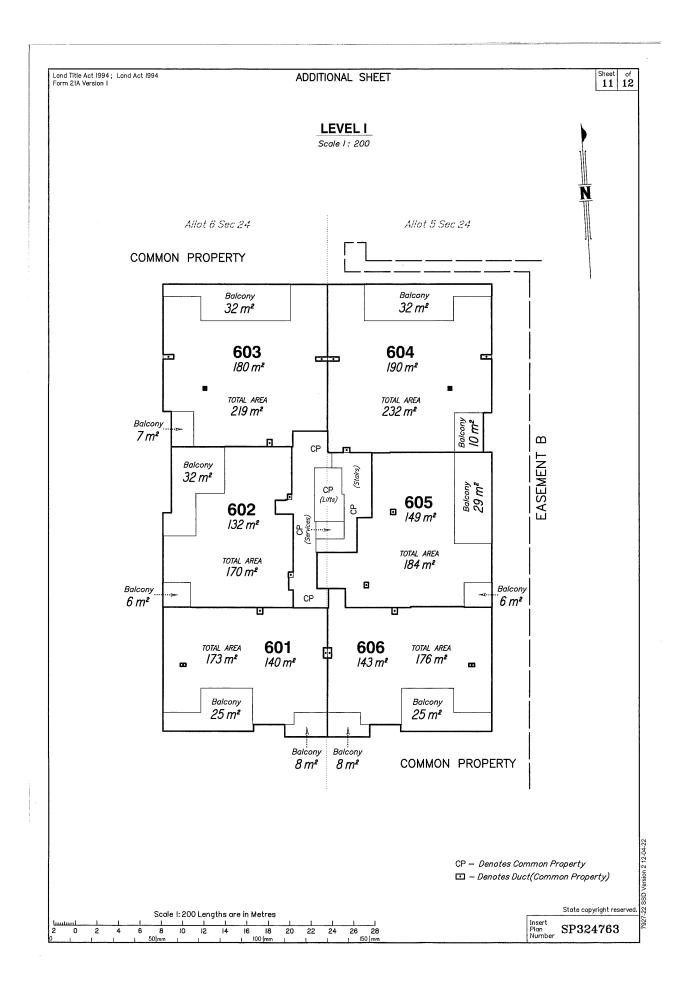


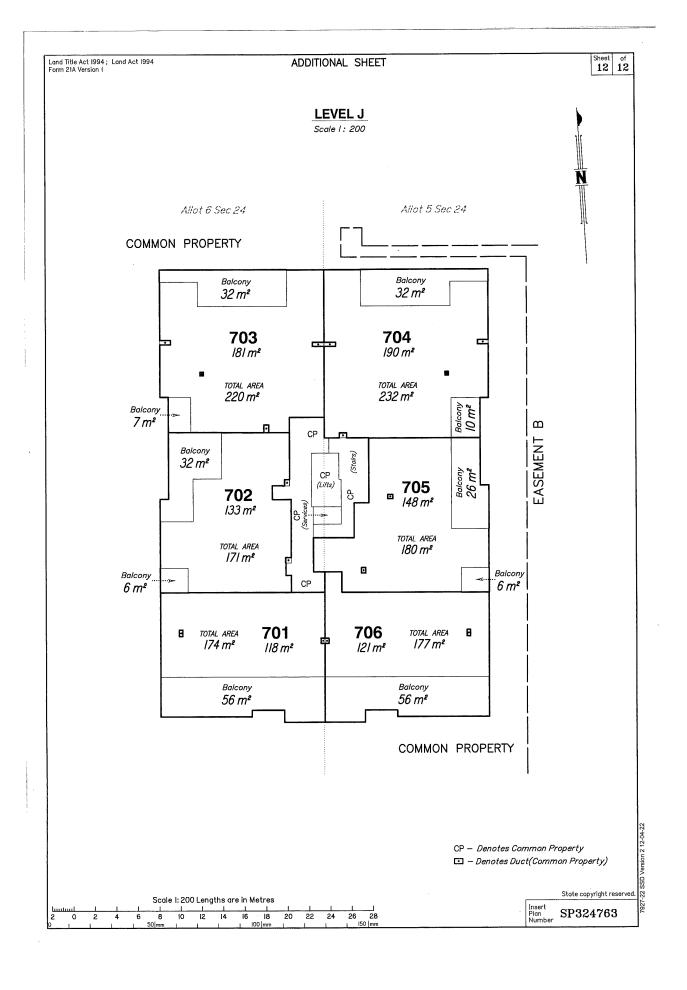












Property Fact Pack



u605/152 Middle Street Cleveland QLD 4163

YOUR DIGITAL COPY





At a glance

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



Easements



CONSIDERATIONS IDENTIFIED



Flood Risk



CONSIDERATIONS IDENTIFIED



Character



NO CONSIDERATIONS IDENTIFIED



Vegetation



NO CONSIDERATIONS IDENTIFIED



Environment



CONSIDERATIONS



Bushfire Risk



NO CONSIDERATIONS IDENTIFIED



Noise



CONSIDERATIONS IDENTIFIED

DATE OF REPORT

12th of August, 2025

ADDRESS

u605/152 MIDDLE STREET

LOT/PLAN

605/SP324763

COUNCIL

Redland

ZONING

 Medium Density Residential - Mdr4

UTILITIES

- Power
- Sewer
- Water

SCHOOL CATCHMENTS

- Cleveland SS
- Cleveland District SHS

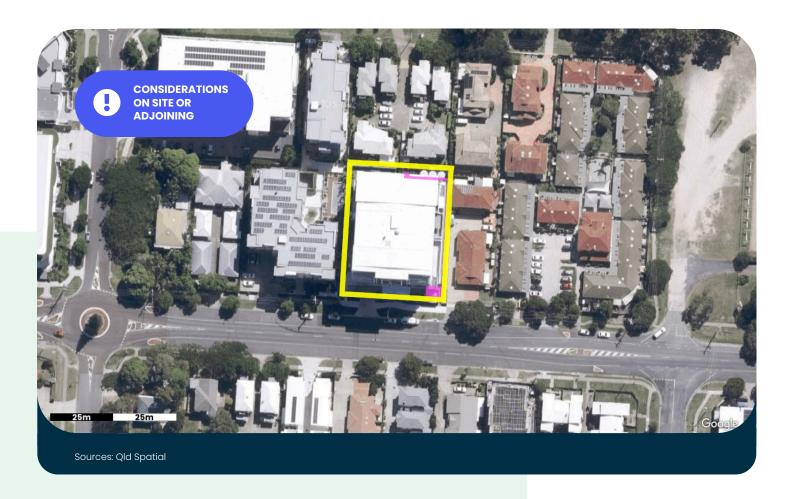
CLOSEST CITY

Logan City - 20km



Easements

What access rights exist over the property?



THINGS TO KNOW

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

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

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

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

Questions to ask

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

LEGEND

Selected Property

Easement



Flood Risk

Is the property in a potential flood area?



THINGS TO KNOW

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

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

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

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

Questions to ask

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

LEGEND

Selected Property

Stormtide Inundation Area - 2016

Coastal Flood Risk

Are there any coastal impacts that impact my property?



THINGS TO KNOW

Coastal flooding may occur when high tides, storm surges, or severe weather events push seawater inland. Rising sea levels and coastal erosion, caused by waves, tides, and human activities like vegetation removal, can make previously safe areas more vulnerable to flooding.

Building in a potential coastal flood area often requires government approval and mitigation measures. These can include raising floor heights, using materials resistant to saltwater, and installing erosion control features such as seawalls, revetments, or dune restoration.

It is important to check with your local authority (e.g. flood check and/or flood planning report) to understand flood risks and access detailed information. **Note:** Government coastal flood risk models provide general guidance but don't account for site-specific conditions or guarantee protection from flooding. They are primarily developed by local authorities to govern future development on that sites to mitigate risks for residents. Newly subdivided lots may have already considered flooding risks and developed above acceptable flood risk levels, rendering the mapping invalid. Check with your local authority or a qualified professional for specific requirements.

Questions to ask

- What are the building restrictions in a coastal flood area?
- Can building designs reduce flood and erosion risks?
- How does coastal erosion impact your property, and what measures can help?

LEGEND

Selected Property

Moderate To Low Possibility (State)



Character

Is the property in a character or heritage area?



THINGS TO KNOW

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

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

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

Questions to ask

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

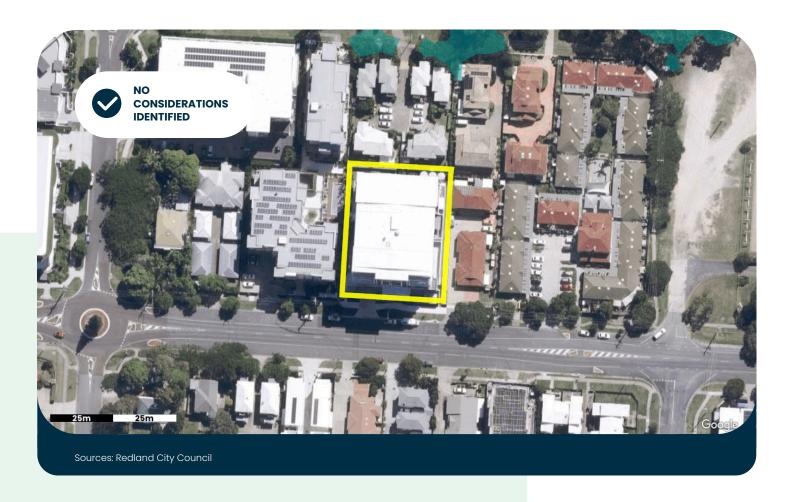
LEGEND

Selected Property



Vegetation

Is the property in an area with vegetation protection?



THINGS TO KNOW

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

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

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

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

Questions to ask

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

LEGEND

Selected Property

Environmental Significance - Mles



Environment

Are there any environmental values present on the property?



THINGS TO KNOW

Environmental values are areas identified by government authorities to help protect biodiversity through the planning system and environmental protection frameworks. These values may include:

- national parks and protected environmental areas
- protected species and their habitats
- important wetlands and waterways
- endangered or of concern regional ecosystems and riparian zones

If an environmental value is identified on your property, it's important to understand what this means for land use. In many cases, especially in urban or built-up areas, these values may not affect how you use or develop the land. However, they may place restrictions on construction or activities such as clearing native trees.

To find out what implications these values have for your property, consult a qualified environmental professional or contact the relevant government authority.

Note: The accompanying map highlights areas where restrictions may apply to vegetation clearing or land use restrictions. It is based on broad modelling assumptions and does not assess each site individually. In newly subdivided areas, environmental values may have already been considered during the subdivision approval process.

Questions to ask

- Where are the areas with environmental value located on the property?
- What type of vegetation or habitat is protected, and how does it contribute to local biodiversity?
- How might these environmental values influence development or use of the property?

LEGEND

Selected Property

Koala Priority Area



Bushfire Risk

Is the property in a potential bushfire area?



THINGS TO KNOW

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

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

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

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

Questions to ask

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

LEGEND

Selected Property



Steep Land

Is there significant slope on this property?



THINGS TO KNOW

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

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

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

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

Questions to ask

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

LEGEND

- Selected Property

 Property Est. Fall: ~0m
- Property High: ~3m
- Property Low: ~3m

8m

0m

Noise

Is the property in a potential noise area?



THINGS TO KNOW

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

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

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

Questions to ask

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

LEGEND

- Selected Property
- Moderate Potential Noise Area 68-73 Dba (Local Road)
- Moderate To Low Potential Noise Area - 63-68 Dba (Local Road)
- Low Potential Noise Area <63 Dba (Local Road)



Water

Are there any water pipes nearby?



THINGS TO KNOW

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

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

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

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

Questions to ask

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

LEGEND

Selected Property

Water Pipe

Sewer

Are there any sewer pipes nearby?



THINGS TO KNOW

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

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

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

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

Questions to ask

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

- Selected Property
- Sewer Connection
- Sewer Maintenance Structure
- Sewer Pipes



Stormwater

Are there stormwater pipes on or near the property?



THINGS TO KNOW

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

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

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

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

Questions to ask

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

- Selected Property
- Inlet Or Maintenance Structure
- Stormwater Pipe



Power

Are there any power lines on or near the property?



THINGS TO KNOW

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

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

Questions to ask

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

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

Zoning

What zone is my property?



THINGS TO KNOW

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

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

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

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

Questions to ask

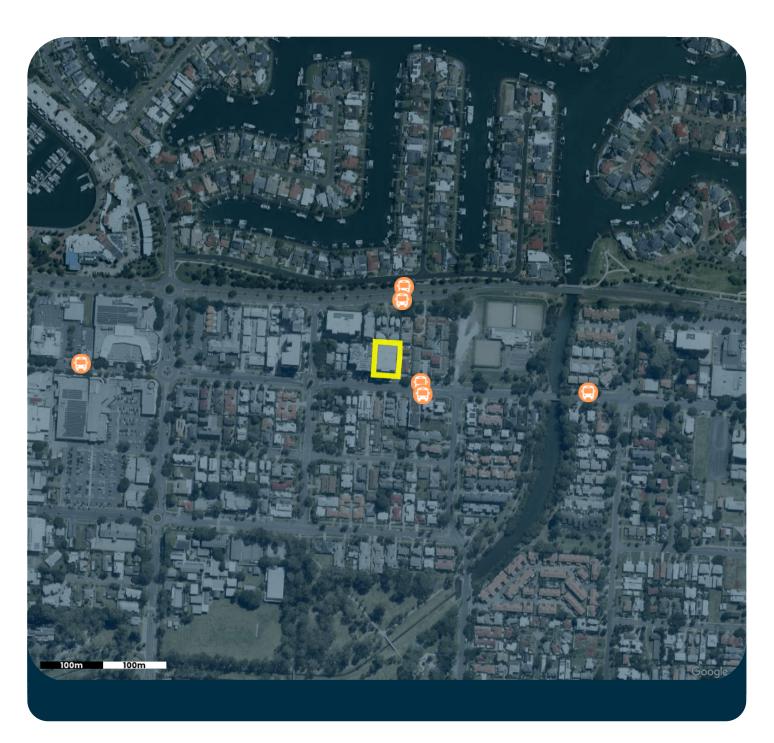
- What does the zoning and local plan mean for the property?
- What land uses are suitable for the applicable zone and/or local plan?

- Selected Property
- Medium Density Residential
- Medium Density Residential Mdr4
- Recreation And Open Space



Public Transport

Is there any public transport stops nearby?



LEGEND

Selected Property

Bus Stop

Boundary

View your property boundaries



LEGEND

Selected Property

DISCLAIMER

This report is provided by Develo Pty Ltd as a general guide only and is intended to support due diligence when considering a property. While care is taken to compile and present information from a variety of reliable third-party sources, including government and regulatory datasets, Dévelo Pty Ltd makes nó representations or warranties about the accuracy, currency, completeness, or suitability of the information provided.

Information displayed in this report may be derived from third-party data modelling, automated algorithms, and publicly available or licensed third-party datasets. All data is subject to change without notice and may not reflect recent developments, site-specific conditions, or council-approved amendments. Due to the limital constitutions of digital mapping, imagery distortion, and third-party data dependencies, all spatial dăta, infrastructure locations, distances, and risk indicators are indicative only.

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WHO ELSE COULD USE THIS REPORT

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

YOUR DIGITAL COPY



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d1c535



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

SEARCH RESPONSE

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

InfoTrack
PO Box 10314 Adelaide St Brisbane QLD 4001
Brisbane QLD 4001

Transaction ID: 51037168 EMR Site Id: 12 August 2025

Cheque Number: Client Reference:

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

Lot: 605 Plan: SP324763 605/152 MIDDLE ST CLEVELAND

EMR RESULT

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

CLR RESULT

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

ADDITIONAL ADVICE

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

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

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

Administering Authority



Department of Transport and Main Roads **Property Search - Advice to Applicant**

Property Search reference 936334 Date: 12/08/2025

Search Request reference: 170035411

Applicant details

Applicant: SearchX Ltd

orders@search-x.com.au

Buyer: SearchX Pty Ltd

Search response:

Your request for a property search on Lot 605 on Plan SP324763 at Unit 605 152 Middle St, Cleveland Qld 4163 has been processed.

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

Note:

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

Disclaimer:

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

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

Privacy Statement

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



Water Account Summary

General Enquiries: (07) 3829 8999 Email: rcc@redland.qld.gov.au Web: www.redland.qld.gov.au

Mr Robert W Ralph & Mrs Brandi-Lea Ralph Unit 605/152 Middle Street Cleveland QLD 4163

Property No.

450020

341.65

Property Location

Unit 605/152 Middle Street Cleveland QLD 4163 Lot 605 SP324763 Centra On Middle CTS

Billing Period

1 Jul 2025 - 30 Sep 2025

Your Water Meter Readings

Water Meter	Previous	Current	Number of	Previous	Current	Consumption	Is Reading
Serial	Read Date	Read Date	Days	Reading	Reading	(kilolitres)	Estimated?
20W114677	10/02/2025	15/05/2025	94	256	280	24	

Local Government Distribution and Retail Price

Residential water consumption	\$ 17.57
Residential boundary meter fixed water access 50mm	\$ 12.67
Sewerage	\$ 228.75

State Bulk Water Price

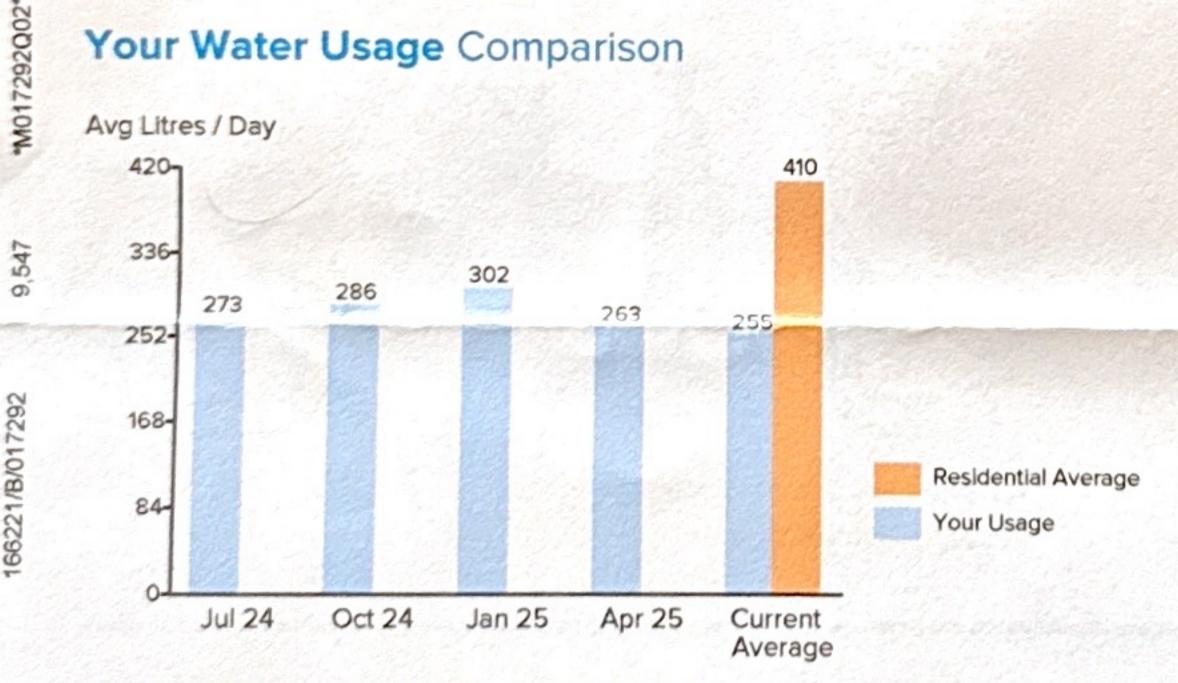
State Govt bulk water consumption	\$ 82.66

This amount is included on your Rate Notice - DO NOT PAY SEPARATELY

For comparison, the total water and wastewater billed on your last Rate Notice \$333.96

Your Water Usage Comparison

Total Water and Wastewater Charges



Please refer to the back page of this summary for further information.

Billing Enquiry?

For billing enquiries please contact Redland City Council Telephone: 3829 8999 Facsimile: 07 3829 8765

Cnr Bloomfield and Middle Streets, Cleveland Qld 4163 PO Box 21, Cleveland Qld 4163

email rcc@redland.qld.gov.au www.redland.qld.gov.au web

For water and wastewater 24 hour service enquiries please contact Redland City Council

Telephone: 3829 8999

Water and Sewerage Charges

- The water fixed access charge is billed in advance and is a set charge (based on meter size).
- The sewerage charge is billed in advance and is a set charge.
- Water consumption is charged per kilolitre and is based on water meter readings taken over the quarter (1 kilolitre = 1,000 litres).

For the 2024-2025 financial year the following water consumption charges apply:

Consumption Type	State Govt Bulk Water Price per kilolitre \$	Redland City Council Price per kilolitre \$	Total Price \$
Residential	3.444	0.732	4.176
Non Residential	3.444	1.674	5.118

Why am I charged a state bulk water price?

Since 2008, Seqwater has owned, operated and maintained bulk supply dams, reservoirs and water treatment plants. State Government legislation requires council to display the bulk water charges as a separate item on your water summary.

Estimated Readings

On occasion we may have trouble obtaining a meter reading for your property. Generally this happens in instances where the entry gate is locked, there is a dog or the meter is obstructed by vegetation. In these instances the meter reader will leave a self-read card in your letterbox if possible. You can avoid an estimated read by reading your water meter, completing the card and returning it to us as soon as possible.

If we have not received a meter reading we will estimate a reading based on your previous usage.

Ownership Change - Why am I Paying for Water used by the Previous Owner?

As part of the settlement of ownership transfer the majority of conveyance solicitors will request a water search in order to do a water charge adjustment for the purposes of financial settlement. The adjustment covers the previous owner's water usage up until settlement date. Therefore in the majority of instances the new owner is not paying the water used by the previous owner. However, should you have any concerns please contact your conveyance solicitor.

Checking for leaks

It is important to fix leaks or plumbing issues quickly.

Locating and fixing leaks will save water and help reduce your water consumption charge. If your current water usage noted on the previous page appears abnormal, please check for leaks.

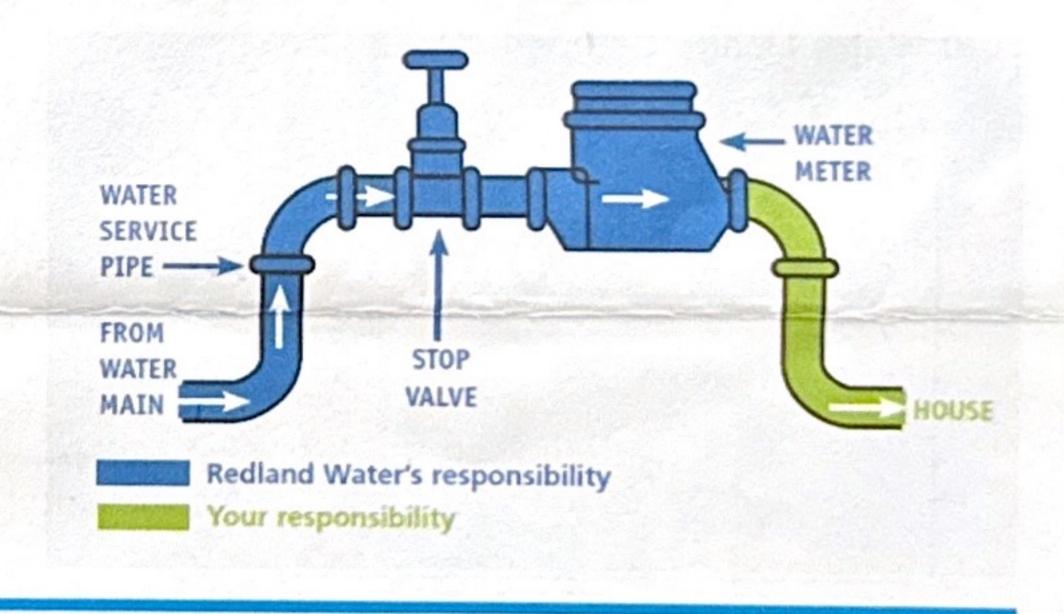
Do a test:

- Turn off all household water appliances and garden taps
- Read and record the black and red numbers on the water meter (or take a photo of the numbers with your smart phone). Your latest meter reading appears on the previous page.
- Wait an hour or two then check the meter reading again.

If any of the numbers have moved you may have a leak in your internal water infrastructure. If a leak is suspected you are encouraged to contact a licensed plumber.

Who owns the water meter?

Redland City Council owns the water meter, and the pipes that supply the services to the water meter.





Rate Notice

ABN 86 058 929 428

General Enquiries: (07) 3829 8999
Email: rcc@redland.qld.gov.au
Web: www.redland.qld.gov.au

Mr Robert W Ralph & Mrs Brandi-Lea Ralph Unit 605/152 Middle Street Cleveland QLD 4163

D-038

Property No.

450020

Valuation 2025-2026 \$52,116

Rating Category

1a

Billing Period

1 Jul 2025 - 30 Sep 2025

Property Location

Unit 605/152 Middle Street Cleveland QLD 4163 Lot 605 SP324763 Centra On Middle CTS

Due Date

15 Aug 2025

Rate Account Balance B/Fwd \$0.00

+

\$828.80

=

Total Amount Owing \$828.80

Summary of Charges

9,545

Payments made after 20/06/2025 may not be included	lin the colculation	of this rate notice
Total Amount Payable	\$	828.80
State Government Charges	\$	145.56
Council Water and Sewerage Charges	\$	258.99
Council Rates and Charges	\$	424.25
Balance Brought Forward	\$	0.00

See over the page for levy details and more payment options.

Sign up and save

Effective 01 October 2025, a Paper Notice Fee of \$1.70 (GST inclusive) will be introduced for quarterly rate notices if sent by mail. This charge helps cover the additional costs associated with issuing physical notices. To avoid this fee, make the switch to paperless billing before September 22, 2025, and receive your rate notice via email. By opting in, you'll also have the convenience of paying your rate notice online.

See the enclosed flyer for more details on how you can make the switch and save, or email rcc@redland.qld.gov.au quoting your Property ID and address.

Payment By **BPAY**



Biller Code: 53058 Ref: 4500202

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
* Using BPAY will not attract a card surcharge.

® Registered to BPAY Pty Ltd ABN 69 079 137 518

Payment Online



www.redland.qld.gov.au

Use your credit card to pay 24 hours 7 days per week.

Reference No: 4500202

* A card surcharge of 0.11% will

Payment By Phone



1300 300 943

apply

Visa, Mastercard. 24 hours. 7 days per week.

PHONE'

Reference No: 4500202

* A card surcharge of 0.11% will apply

If you are experiencing financial hardship please contact us to discuss options on 3829 8999.

Redland CITY COUNCIL

Remittance Advice By Mail

Post your payment with this cut-off slip to:

Redland City Council PO Box 21 Cleveland Qld 4163



Pay in Person at any Post Office



*2431 4500202

Account Summary

Property Number

450020

Mr Robert W Ralph & Mrs Brandi-Lea Ralph

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Property No: 450020	Period: 1 Jul 2025 - 30 Sep 2025	Issue Date: 14 July 2025
		Amount
Redland City Council Charges & Rebates		
General rate category 1a Min		\$337.00
Environment & coastal management		\$64.50
Landfill remediation		\$19.40
Redland City SES administration		\$1.85
Rural fire brigade		\$1.50
State Government Charges & Rebates		
Emergency management levy – Class A Grou	p 2	\$62.90

Important Notes

Future Issue & Due Dates: Q2 Issue Date 13 Oct 25 / Due Date 14 Nov 25 Q3 Issue Date 15 Jan 26 / Due Date 17 Feb 26 Q4 Issue Date 13 Apr 26 / Due Date 15 May 26

Interest: From 1 July 2025 to 30 June 2026 compound interest at the rate of 12.12% is payable on all overdue rates and charges (excluding non-rate items). If overdue rates are included in the opening balance of this rate notice they are accruing interest.

Balance of Account: If you would like to discuss a balance outstanding on your account or discuss payment options please contact us on (07) 3829 8999.

This rate notice is issued in accordance with the Local Government Regulation 2012 and Council's budget resolutions.

Louise Rusan, Chief Executive Officer.

Payment in Person Customer Service Centre's

Cleveland (Bloomfield St) Weekdays 8:30am to 4:30pm

Capalaba (Moreton Bay Rd), and Victoria Point Library (High Stree Weekdays 9am to 4:30pm

A card surcharge of 0.11% will apply to debit, credit and EFTPOS payments you make to Council for this rate notice. Using BPAY will not attract a surcharge.

Payment By Direct Debit

Download a Direct Debit Request from Council's website or phone (3829 8999 to request a form.

Complete and return by email to DirectDebitRates@redland.qld.gov.au Or By Post To Redland City Council, Direct Debit, PO Box 21, Cleveland QLD 4163

Use Centrepay to make regular Deductions from your Centrelink payments. Centrepay is a voluntary and easy payment option available to Centrelink customers. Go to humanservices.gov.au/Centrepay fo more information and to set up your Centrepay Deductions.

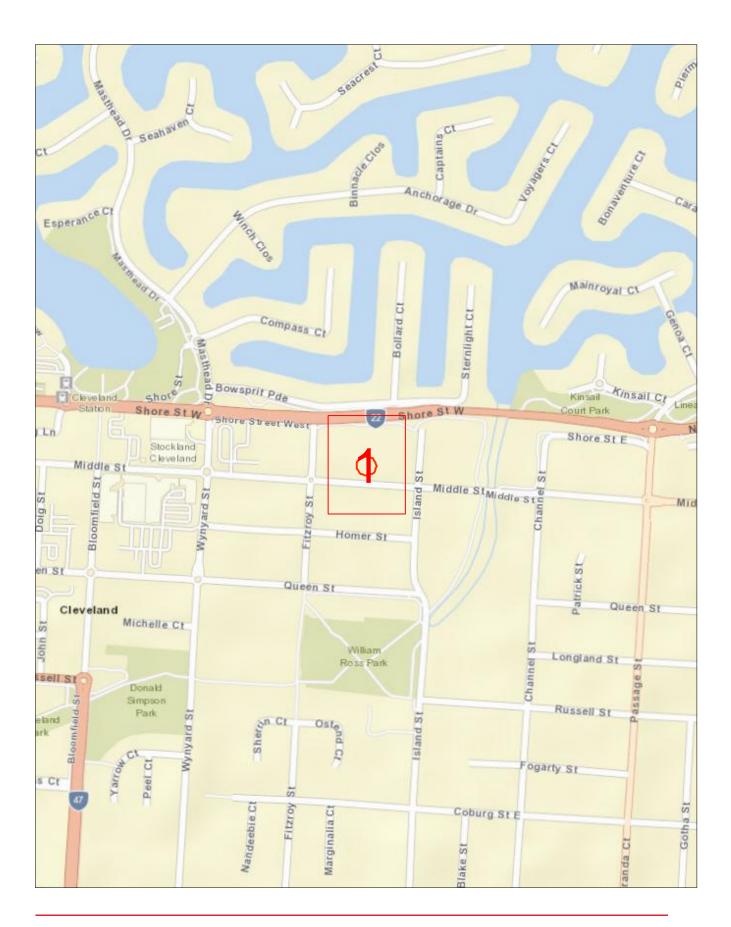
Credit Card Slip	Amount \$	Expiry Date
I hereby authorise the amount shown on this credit card slip to be charged against my credit card	Full Name on Card	
Property No. 450020	Signature	
VISA MASTERCARD	Daytime Phone No.	

Site 152 Middle Street

Address: Cleveland

Sequence 259404616 Number:

QLD 4163



Scale 1: 6000

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



Enquiry Area



Map Key Area



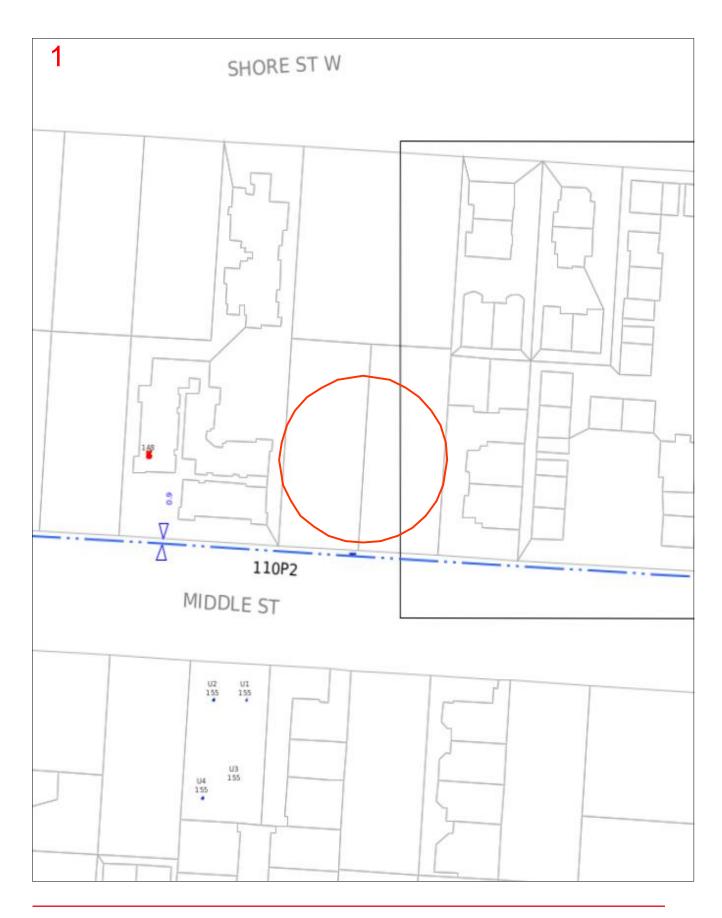
Site 152 Middle Street

Address: Cleveland

QLD 4163

Sequence 25 Number:

259404616



Scale 1: 700

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



Enquiry Area

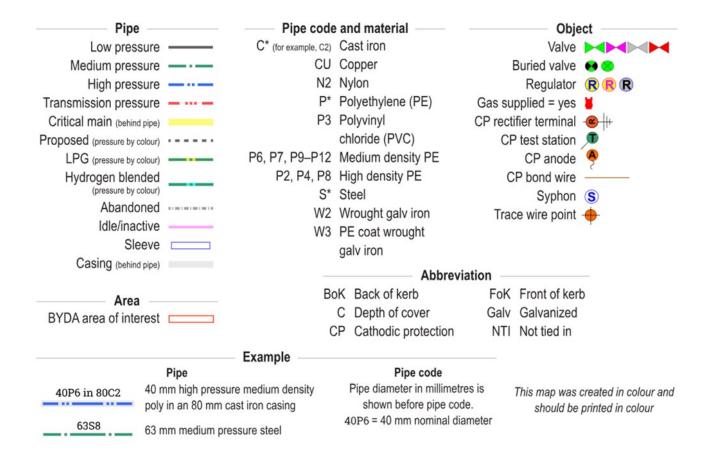


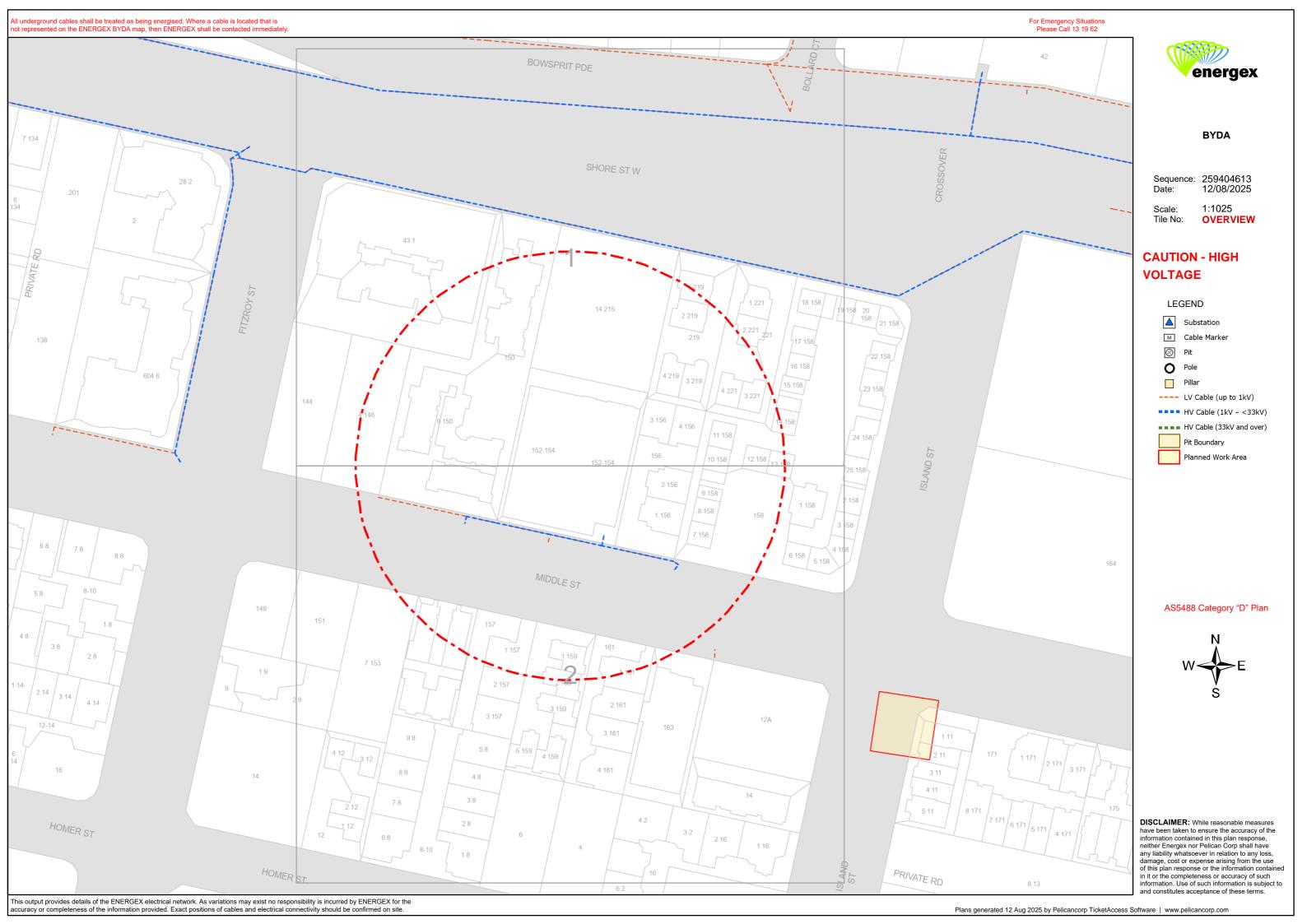
Map Key Area

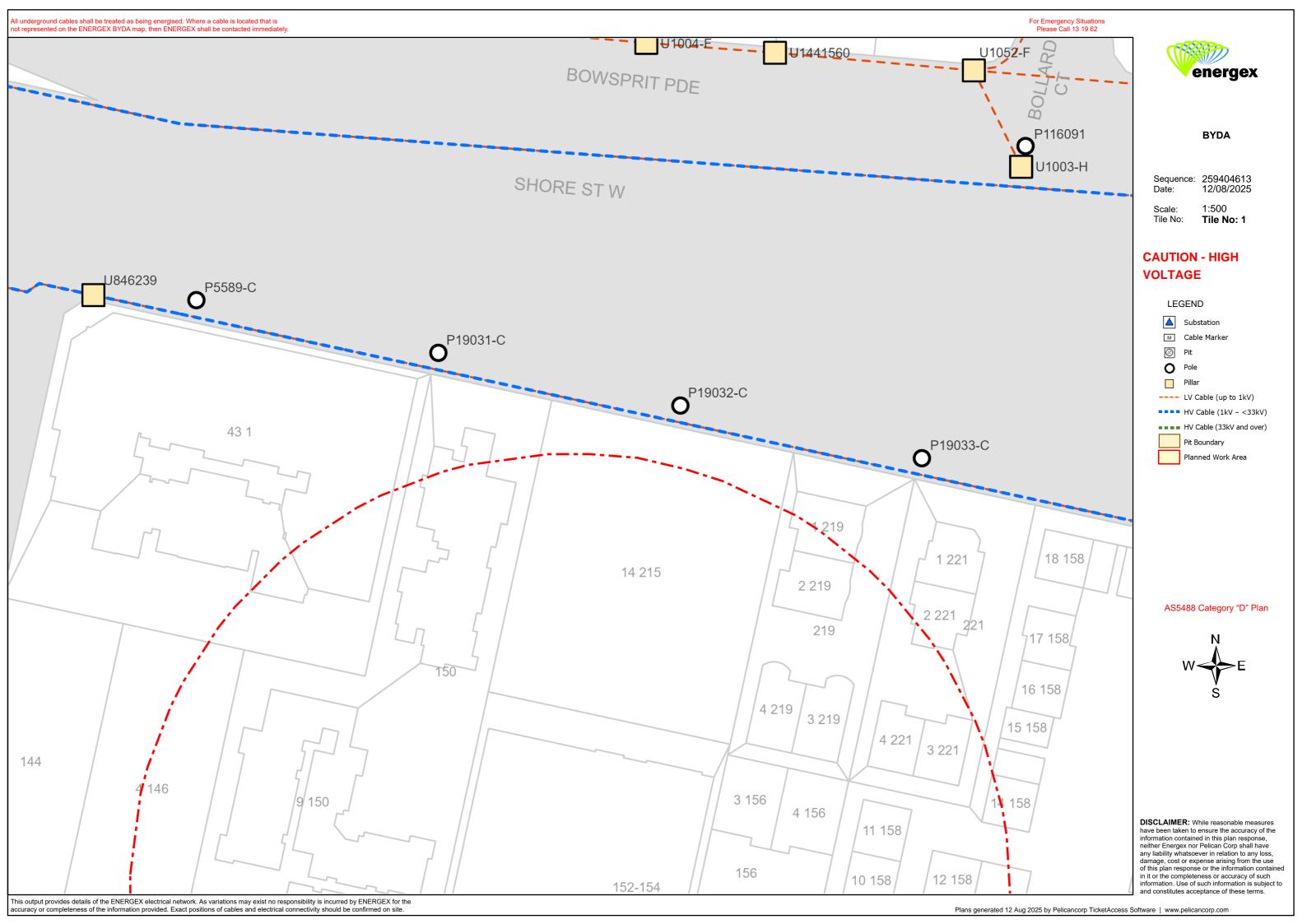


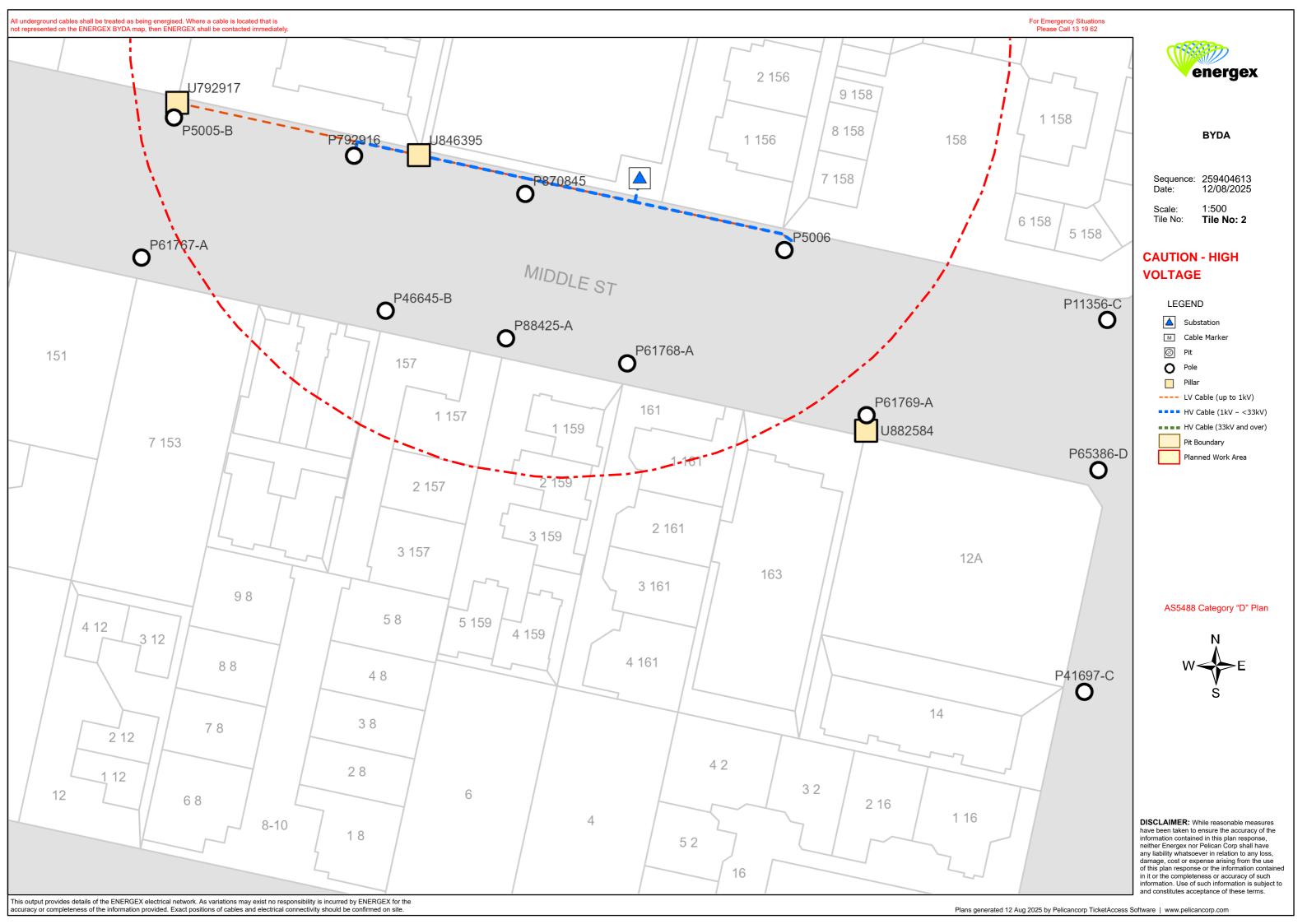


Legend









-+-	LEGEND nbn (i)
34	Parcel and the location
3	Pit with size "5"
(2E)	Power Pit with size "2E". Valid PIT Size: e.g. 2E, 5E, 6E, 8E, 9E, E, null.
	Manhole
\otimes	Pillar
PO - T- 25.0m P40 - 20.0m	Cable count of trench is 2. One "Other size" PVC conduit (PO) owned by Telstra (-T-), between pits of sizes, "5" and "9" are 25.0m apart. One 40mm PVC conduit (P40) owned by NBN, between pits of sizes, "5" and "9" are 20.0m apart.
-3 10.0m 9-	2 Direct buried cables between pits of sizes ,"5" and "9" are 10.0m apart.
<u>-0</u> ———	Trench containing any INSERVICE/CONSTRUCTED (Copper/RF/Fibre) cables.
- 9 9	Trench containing only DESIGNED/PLANNED (Copper/RF/Fibre/Power) cables.
- 9 9-	Trench containing any INSERVICE/CONSTRUCTED (Power) cables.
BROADWAY ST	Road and the street name "Broadway ST"
Scale	0 20 40 60 Meters 1:2000 1 cm equals 20 m



Emergency Contacts

You must immediately report any damage to the ${\bf nbn}^{\,{\rm m}}$ network that you are/become aware of. Notification may be by telephone - 1800 626 329.



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

Sequence Number: 259404612 Date Generated: 12 Aug 2025



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



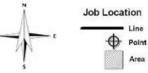




Scale: 1:2500 Printed on: 12 Aug 2025

Sequence Number: 259404612

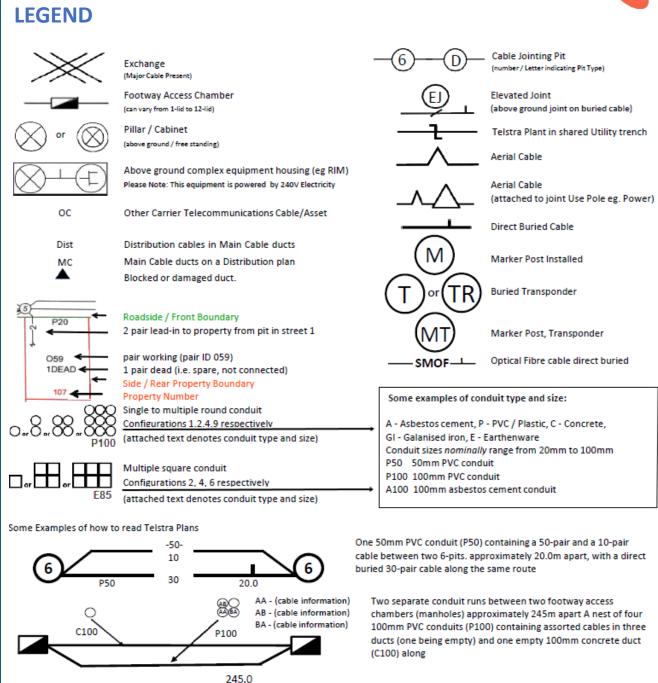
Location: 152 Middle Street, Cleveland, QLD 4163



Undergound Asset

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



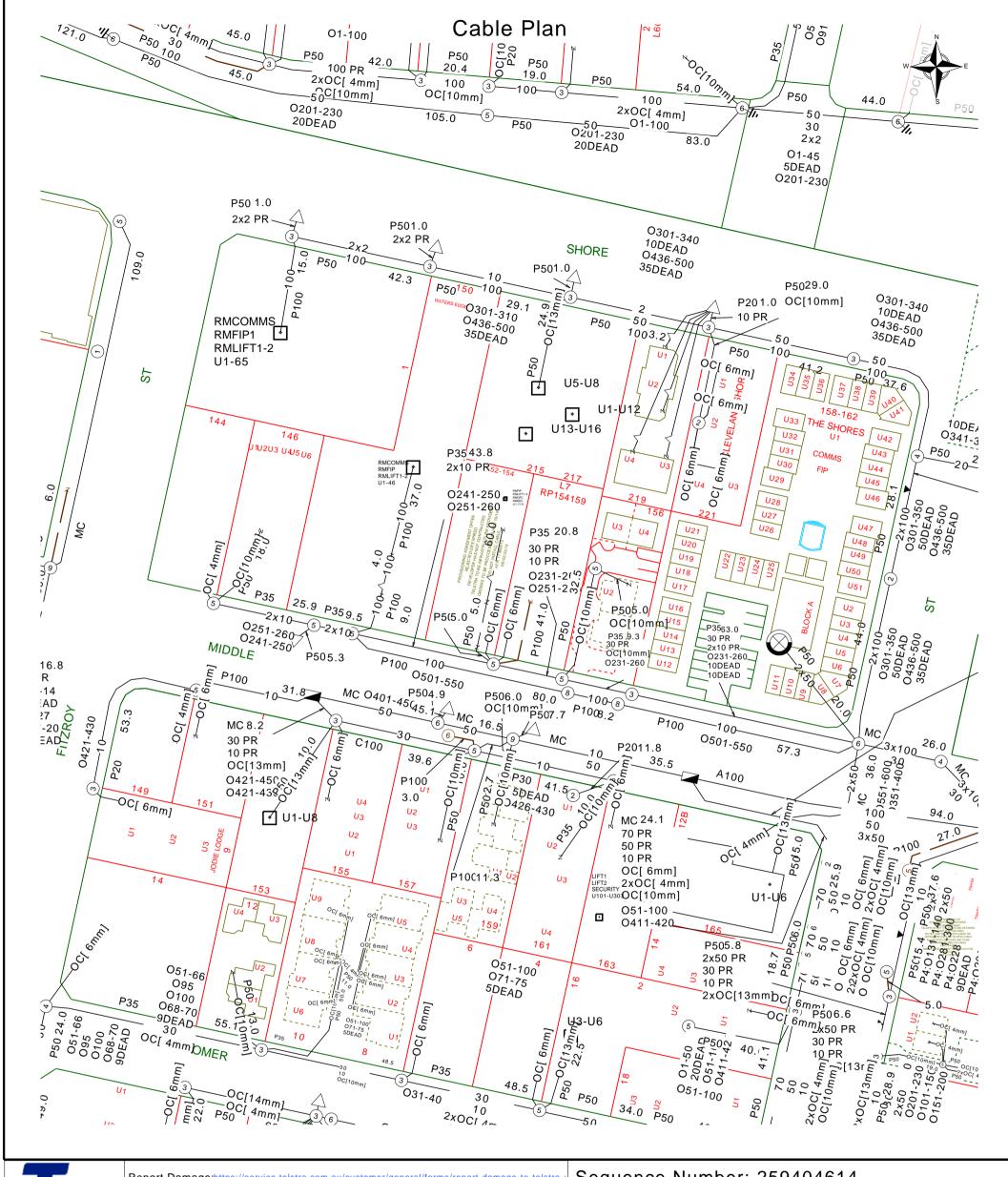


Protect our Network:

by maintaining the following distances from our assets:

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

For more info contact a <u>CERTLOC Certified Locating Organisation (CLO)</u> or Telstra Location Intelligence Team 1800 653 935



T

Report Damage:https://service.telstra.com.au/customer/general/forms/report-damage-to-telstra-ceph - 13 22 03

Email - Telstra.Plans@team.telstra.com Planned Services - ph 1800 653 935 (AEST bus hrs only) General Enquiries

TELSTRA LIMITED A.C.N. 086 174 781

Generated On 12/08/2025 11:33:33

Sequence Number: 259404614

CAUTION: Fibre optic and/ or major network present in plot area. Please read the Duty of Care and contact Telstra Plan Services should you require any assistance.

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

WARNING

Telstra plans and location information conform to Quality Level "D" of the Australian Standard AS 5488-Classification of Subsurface Utility Information.

As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D.

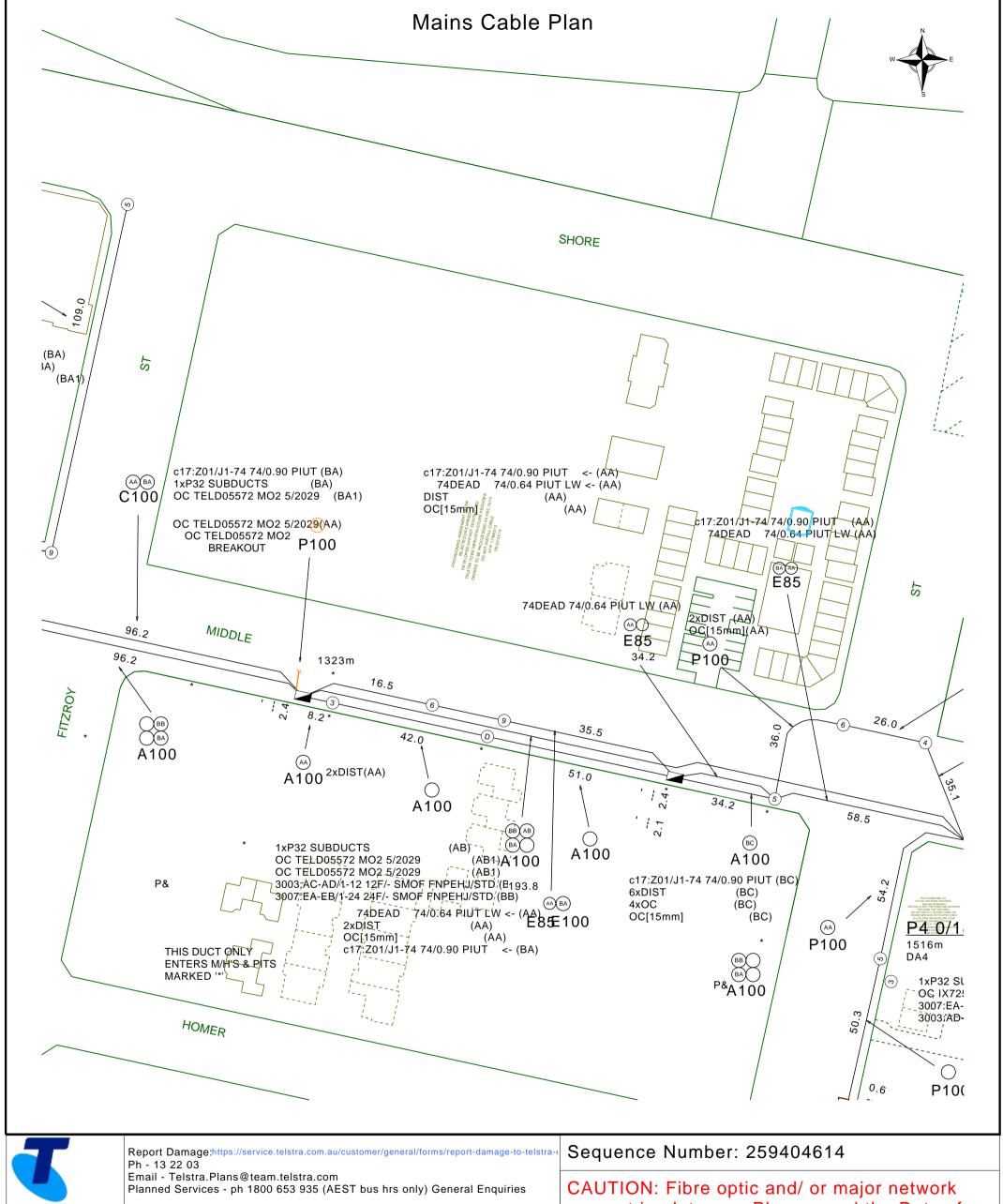
Refer to AS 5488 for further details. The exact position of Telstra assets can only be validated by physically exposing it.

Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy.

Further on site investigation is required to validate the exact location of Telstra plant prior to commencing construction work.

A Certified Locating Organisation is an essential part of the process to validate the exact location of Telstra assets and to ensure the asset is protected during construction works.

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



Generated On 12/08/2025 11:33:40

TELSTRA LIMITED A.C.N. 086 174 781

present in plot area. Please read the Duty of Care and contact Telstra Plan Services should you require any assistance.

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

WARNING

Telstra plans and location information conform to Quality Level "D" of the Australian Standard AS 5488-Classification of Subsurface Utility Information.

As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D.

Refer to AS 5488 for further details. The exact position of Telstra assets can only be validated by physically exposing it.

Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy.

Further on site investigation is required to validate the exact location of Telstra plant prior to commencing construction work.

A Certified Locating Organisation is an essential part of the process to validate the exact location of Telstra assets and to ensure the asset is protected during construction works.

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

General Information



Before you Dig Australia - BEST PRACTISE GUIDES

The five Ps of safe excavation

https://www.byda.com.au/before-you-dig/best-practice-guides/

OPENING ELECTRONIC MAP ATTACHMENTS -

Telstra Cable Plans are generated automatically in either PDF or DWF file types.

Dependent on the site address and the size of area selected. You may need to download and install free viewing software from the internet e.g.



DWF Map Files (all sizes over A3)

Autodesk Viewer (Internet Browser) https://viewer.autodesk.com/ or Autodesk Design Review http://usa.autodesk.com/design-review/ for DWF files. (Windows PC)



PDF Map Files (max size A3)

Adobe Acrobat Reader http://get.adobe.com/reader/



Telstra BYDA map related enquiries email Telstra.Plans@team.telstra.com 1800 653 935 (AEST Business Hours only)



REPORT ANY DAMAGE TO THE TELSTRA NETWORK IMMEDIATELY

Report online - https://www.telstra.com.au/forms/report-damage-to-telstraequipment

Ph: 13 22 03

If you receive a message asking for a phone or account number say:

"I don't have one" then say "Report Damage" then press 1 to speak to an operator.



Telstra New Connections / Disconnections 13 22 00



Telstra asset relocation enquiries: 1800 810 443 (AEST business hours only).

NetworkIntegrity@team.telstra.com

https://www.telstra.com.au/consumer-advice/digging-construction



Telstra Aerial Assets Group (overhead network) 1800 047 909



CERTLOC Certified Locating Organisation (CLO)

certloc.com.au/locators/

Only Telstra authorised personnel and CERTLOC Locators can access Telstra's Pit and Pipe Network.

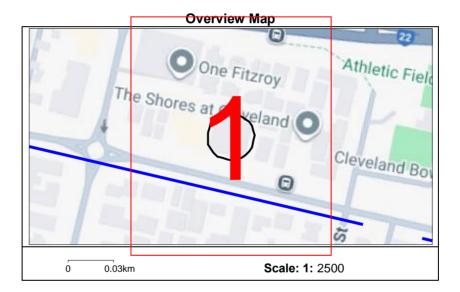
- Use suitably qualified and supervised professionals, particularly if you are working near assets that contain electricity cables or gas pipes.
- Ensure the below minimum clearance distances between the construction activities and the actual location of our assets are met. If you need clearance distances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

Minimum assets clearance distances.

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

PRIVACY & CONFIDENTIALITY

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





ipenetworks



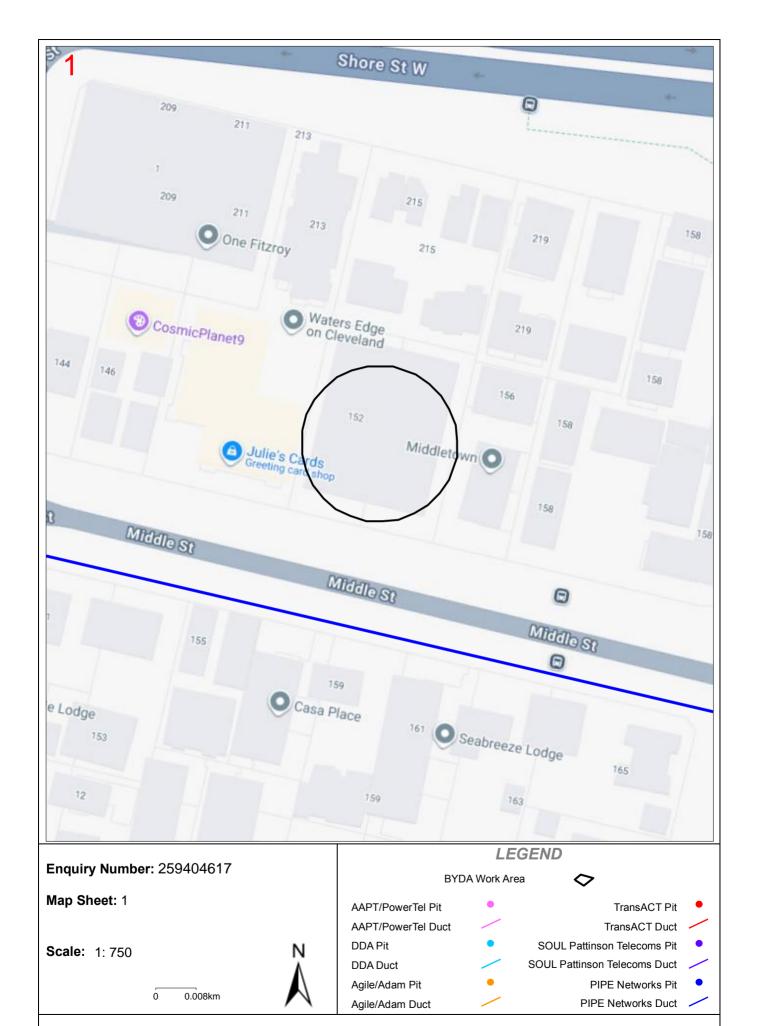








TPG Telecom Limited



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Statutory Encumbrance Report

Property: Unit 605, 152 Middle St, Cleveland QLD 4163

This report details statutory encumbrances that directly impact the property.

- 1. **Energex** Underground electrical infrastructure exists within the property boundaries, including energised underground cables and associated assets. Rights of access for operation, maintenance, inspection, and repair are reserved.
- 2. **NBN Co** Telecommunications infrastructure is located within the property boundaries, including fibre optic cables and associated fittings. Rights of access for inspection, maintenance, repair, and upgrades are reserved.
- 3. **Telstra Corporation Ltd** Underground telecommunications assets are present within the property boundaries, including conduits, cables, pits, and related equipment. Rights of access for inspection, maintenance, repair, and upgrade are reserved.
- 4. **Optus Networks Pty Ltd** Telecommunications infrastructure is located within the property boundaries, including fibre optic cables and associated fittings. Rights of access for inspection, maintenance, repair, and upgrades are reserved.
- 5. **Uecomm/TPG Telecom** Telecommunications infrastructure is located within the property boundaries, including ducts, pits, and fibre optic cables. Rights of access for inspection, maintenance, and repair are reserved.
- 6. **PIPE Networks Pty Ltd** Telecommunications infrastructure is located within the property boundaries, including pits, ducts, and fibre optic cables. Rights of access for inspection, maintenance, repair, and upgrades are reserved.





Cleveland Central Level 1, 91 Middle Street Cleveland QLD 4163

> 07 3479 9300 whittles.com.au

Whittles Australia Pty Ltd ABN 78 139 486 678

Dear Sir / Madam,

14/08/25

Please find attached a copy of the requested document. An exact copy has been requested and any dates in the pages that follow this cover letter are applicable to the original documents.

Any queries or concerns please do not hesitate to contact this office.

Yours faithfully,

Glen Nixon

Body Corporate Manager



Cleveland Central Level 1, 91 Middle Street Cleveland QLD 4163

> 07 3479 9300 whittles.com.au

Whittles Australia Pty Ltd ABN 78 139 486 678

B & R W RALPH CENTRA ON MIDDLE, 605 / 152 MIDDLE STREET CLEVELAND, QLD, 4163

Dear Sir/Madam

14/08/25

Please find attached the Information Certificate as requested for Lot 605 "CENTRA ON MIDDLE CTS 55226", 152 MIDDLE STREET, CLEVELAND.

Specific Information To This Lot:

No information

Upon settlement please ensure that a BCCM Form 8 is promptly supplied to Whittles at info.cleveland@whittles.com.au to ensure invoices are sent to the correct address.

Please include the buyer's current postal address, email address and phone numbers if possible and also if the property is being let the rental agent's details and where levy notices should be sent.

Yours faithfully

Glen Nixon

Body Corporate Manager



BCCM

Form 33

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

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

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

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

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

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

This certificate does not include information about:

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

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

The community management statement

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

The Office of the Commissioner for Body Corporate and Community Management

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

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

The information in this certificate is issued on 13/08/2025.

Becoming an owner

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

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

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

How to get more information

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

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

Contacting the body corporate

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

Name and number of the community titles scheme (Example - Seaview CTS 1234)

CENTRA ON MIDDLE CTS 55226

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:

Whittles Australia Pty Ltd Glen Nixon PO Box 539 Cleveland QLD 4163 info.cleveland@whittles.com.au

Accessing records

07 3479-9300

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

[X] The body corporate manager named above.

Property and community titles scheme details

Lot and plan details

Lot Number: 605

Plan type and number: SP 324763

Plan of subdivision: [] Standard Format [x] Building Format [] Volumetric Format

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

Regulation module						
There are 5 regulation modules for community titles schemes in Queensland. The regulation module that applies to the scheme determines matters such as the length of service contracts and how decisions are made.						
More information is available from www.qld.gov.au/buyingbodycorporate. The regulation module that applies to this scheme is the:						
[X] Accommodation Module						
NOTE: If the regulation module that applies to the scheme is the Specified Two-lot Schemes Module, then BCCM Form 34 should be used.						
Layered arrangements of community titles schemes						
A layered arrangement is a grouping of community titles schemes, made up of a principal scheme and one or more subsidiary schemes. Find more information at www.qld.gov.au/buyingbodycorporate.						
Is the scheme part of a layered arrangement of community titles schemes? [] Yes [X] No						
If yes, you should investigate the layered arrangement to obtain further details about your rights and obligations. The name and number of each community titles scheme part of the layered arrangement should be listed in the community management statement for the scheme given to you by the seller.						
Building management statement						
A building management statement is a document, which can be put in place in certain buildings, that sets out how property and shared facilities are accessed, maintained and paid for by lots in the building. It is an agreement between lot owners in the building that usually provides for supply of utility services, access, support and shelter, and insurance arrangements. A lot can be constituted by a community titles scheme's land.						
Does a building management statement apply to the community titles scheme?						
[] Yes [X] No						
If yes, you can obtain a copy of the statement from Titles Queensland: ww.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

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

Exclusive use areas

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

Are there any exclusive use by-laws or other allocations of common property in effect for the community titles scheme?				
x] Yes] No				
yes, the exclusive use by-laws or other allocations of common property for the schemes are: (select aleat apply)				
x] listed in the community management statement.] given with this certificate.				

Lot entitlements and financial information

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 f 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: 54

Total contribution schedule lot entitlements for all lots: 2516

Interest schedule

Interest schedule lot entitlement for the lot: 68

Total interest schedule lot entitlements for all lots: 3001

Statement of accounts

[X] 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 605 for the current financial year: \$4,990.00

Number of instalments: 4 (outlined below)

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

Discount for on-time payments (if applicable): 0.00%

Lot 00605 has no amounts currently payable.

Administrative Fund	Amount	Due Date	Date Paid
01/07/24 to 30/09/24	\$1,135.00	01/07/24	02/07/24
01/10/24 to 31/12/24	\$1,285.00	01/11/24	05/11/24
01/01/25 to 31/03/25	\$1,285.00	01/01/25	23/12/24
01/04/25 to 30/06/25	\$1,285.00	01/04/25	04/04/25
01/07/25 to 30/09/25 - Interim	\$1,285.00	01/07/25	04/07/25

Sinking fund contributions

Total amount of contributions (before any discount) for lot 605 for the current financial year: \$1,538.00

Number of instalments: 4 (outlined below)

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

Discount for on-time payments (if applicable): 0.00%

Lot 00605 has no amounts currently payable.

Sinking Fund	Amount	Due Date	Date Paid
01/07/24 to 30/09/24	\$374.00	01/07/24	02/07/24
01/10/24 to 31/12/24	\$388.00	01/11/24	05/11/24
01/01/25 to 31/03/25	\$388.00	01/01/25	23/12/24
01/04/25 to 30/06/25	\$388.00	01/04/25	04/04/25
01/07/25 to 30/09/25 - Interim	\$388.00	01/07/25	04/07/25

Special contributions (IF ANY)

Total amount of contributions (before any discount) for lot 605: \$881.00.

Number of instalments: 4 (outlined below)

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

Discount for on-time payments (if applicable): 0.00%

Lot 00605 has no amounts currently payable.

Insurance Fund	Amount	Due Date	Date Paid
01/07/24 to 30/09/24	\$335.00	01/07/24	02/07/24
01/10/24 to 31/12/24	\$182.00	01/11/24	05/11/24
01/01/25 to 31/03/25	\$182.00	01/01/25	23/12/24
01/04/25 to 30/06/25	\$182.00	01/04/25	04/04/25
01/07/25 to 30/09/25 - Interim	\$182.00	01/07/25	04/07/25

Other amounts payable by the lot owner

For the current financial year there are:

- [X] No other amounts payable for the lot.
- Amounts payable under exclusive use by-laws.
- [] Amounts payable under service agreements (that are not included in body corporate contributions for the lot.
- Other amounts payable.

Summary of amounts due but not paid by the current owner

At the date of this certificate:

[X] All payments for the lot are up to date.

Annual Contributions, Administration Fund	\$0.00
Annual Contributions, Sinking Fund	\$0.00
Special Contributions	\$0.00
Other Payments	\$0.00
Penalties	\$0.00
Total amount overdue	\$0.00

Common property and assets

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

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

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

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

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

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

[X] Yes -	you can	obtain a	copy 1	from	the l	body	corporate	records.
[] No								

Current sinking fund balance (as at date of certificate): \$152,682.01CR

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.

X	There are no authorised improvements to the	he common	property t	that the o	wner c	of the	lot is
resp	onsible for maintaining in good condition.						

[] Details of authorised improvements to the common property that the owner	of the lot	is responsible	ϵ
fo	or 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. [x] A copy of the body corporate register of assets is given with this certificate.
Insurance
The body corporate must insure the common property and assets for full replacement value and public risk.
 The body corporate must insure, for full replacement value, the following buildings where the lots in the scheme are created: under a building format plan of subdivision or volumetric format plan of subdivision - each building that contains an owner's lot (e.g. a unit or apartment); or under a standard format plan of subdivision - each building on a lot that has a common wall with a building on an adjoining lot.
Body corporate insurance policies
Details of each current insurance policy held by the body corporate including, for each policy, the: • type of policy; • name of the insurer; • sum insured; • amount of premium (\$41,165.00) • excess payable on a claim
are given with this certificate.
l
Alternative insurance
Where the body corporate is unable to obtain the required building insurance, an adjudicator may order that the body corporate take out alternative insurance. Information about alternative insurance is available from www.qld.gov.au/buyingbodycorporate.
Does the body corporate currently hold alternative insurance approved under an alternative insurance order?

[] Yes [X] No

Lot owner and occupier insurance

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

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

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

Contracts and authorisations

Caretaking service contractors and letting agents -

Accommodation Module, Commercial Module and Standard Module

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

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

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

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

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

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

Has the body corporate engaged a caretaking services conti	ractor for the scheme?
[x] Yes - Name of caretaking service contractor engaged:	Tim Stein & Tara Rowney
[] No	
Has the body corporate authorised a letting agent for the sc	cheme?
[x] Yes - Name of authorised letting agent: Tim Stein & T	Γara Rowney
[] No	

Embedded network electricity supply
Is there an arrangement to supply electricity to occupiers in the community titles scheme through an embedded network?
[] Yes [X] No
More information about embedded networks in community titles schemes is available from www.qld.gov.au/buyingbodycorporate.

Body corporate authority

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

Glen Nixon

Body Corporate Manager

13/08/2025

Copies of documents given with this certificate:

[X] by-laws for the scheme in c	onsolidated form (if applicable)
---------------------------------	----------------------------------

- [X] details of exclusive use by-laws or other allocations of common property (if applicable)
- [X] 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)
- [X] the register of assets (if applicable)
- [X] insurance policy details

TAX INVOICE

13/08/2025

Whittles Australia Pty Ltd ABN 78 139 486 678 PO Box 539 Cleveland QLD 4163

B & R W Ralph CENTRA ON MIDDLE 605 / 152 MIDDLE STREET CLEVELAND QLD 4163

DESCRIPTION: Searching and completing document for provisions of Section 206,

Body Corporate and Community Management Act 1997, Lot 00605 at 152 MIDDLE STREET, CLEVELAND

CENTRA ON MIDDLE CTS 55226

FEE: As prescribed \$114.10 PAID

TOTAL DUE: \$114.10 PAID

OWNER: B & R W Ralph

With Compliments

GENERAL REQUEST FORM 14 Version 4 QUEENSLAND TITLES REGISTRY Page 1 of 1 Land Title Act 1994, Land Act 1994 and Water Act 2000 **Duty Imprint** aling Number 723858255 EL 470 \$113.04 FICE USE ONLY 11/02/2025 16:03:39 Collection of information from this form is authorised by legislation and is used to maintain the publicly searchable records. For more information see the Department's website. Lodger Nature of request Lodger (Name, address & phone number) Code McCarthy Durie Lawyers REQUEST TO RECORD NEW COMMUNITY BE223A Po Box 178 MANAGEMENT STATEMENT FOR CENTRA ON Cleveland, Qld 4163 MIDDLE COMMUNITY TITLES SCHEME 55226 (07) 3370 5100 stepheng@mdl.com.au **Title Reference** 2. Lot on Plan Description COMMON PROPERTY OF CENTRA 51289995 ON MIDDLE Community Titles Scheme 55226 Registered Proprietor/State Lessee Body Corporate for CENTRA ON MIDDLE Community Titles Scheme 55226 Interest **NOT APPLICABLE** Applicant Body Corporate for CENTRA ON MIDDLE Community Titles Scheme 55226 6. Request I hereby request that: the NEW CMS deposited herewith which: a) Amends Schedule E of the existing CMS; b) Amends Schedule C of the existing CMS be recorded as the CMS for CENTRA ON MIDDLE Community Titles Scheme 55226

7. Execution by applicant

Execution Date

olicitor's Signature Maxi-Lee Glancy

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

QUEENSLAND TITLES REGISTRY FIRST/NEW COMMUNITY MANAGEMENT STATEMENT

Body Corporate and Community Management Act 1997

CMS Version 4 Page 1 of 25

55226

T BE LODGED TOGETHER RAL REQUEST AND IN THE

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

Office use only CMS LABEL NUMBER This statement incorporates and must include the following:

Schedule A - Schedule of lot entitlements

Schedule B - Explanation of development of scheme land

Schedule C - By-laws

Schedule D - Any other details

Accomodation Module

Schedule E - Allocation of exclusive use areas

1. Name of community titles scheme

CENTRA ON MIDDLE Community Titles Scheme 55226

2. Regulation module

Name of body corporate

Body Corporate for CENTRA ON MIDDLE Community Titles Scheme 55226

4. Scheme land

Lot on Plan Description

Title Reference

SEE ENLARGED PANEL

*Name and address of original owner Not Applicable 6. Reference to plan lodged with this statement

Not Applicable

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

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

Exempt pursuant to section 60(6) of the Body Corporate and Community Management Act 1997

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

8. Execution by original owner/Consent of body corporate

See Form 20 - BCCM Execution

1.	-	Titles Scheme (CTS) Name MIDDLE Community Titles Scheme	CTS Number 55226				
2.	Module Ty	pe of BCCM	Instrument being	executed (using this certificate)			
	Accommodati	on Module	New CMS	New CMS			
3.	Execution by	the Body Corporate for the abo	ove Scheme				
Sig	nature	MMan	Signature				
Sig	ner Name	David Rose	Signer Name	Shelley Gray			
Sig	ner Authority	Authority Chairperson		Secretary			
Entity (if applicable)		Entity (if applicable	e)				
Execution Date 21 January 2025		Execution Date	21 January 2025				
*By 6	executing above the E	Body Corporate confirms it is in compliance with	h Section 96 of the Body Corpo	rate and Community Management Act 1997.			

When this Form should be used:

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

Guidance

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

Signer Authority Guidance:

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

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

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

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

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

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

Privacy Statement

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

4.	Sche	me lan	d	
Lot	on Plan I	Descrip	otion	Title Reference
Lot	1	on	SP 324763	51289996
Lot	2	on	SP 324763	51289997
Lot	3	on	SP 324763	51289998
Lot	101	on	SP 324763	51289999
Lot	102	on	SP 324763	51290000
Lot	103	on	SP 324763	51290001
Lot	104	on	SP 324763	51290002
Lot	105	on	SP 324763	51290003
Lot	106	on	SP 324763	51290004
Lot	107	on	SP 324763	51290005
Lot	108	on	SP 324763	51290006
Lot	201	on	SP 324763	51290007
Lot	202	on	SP 324763	51290008
Lot	203	on	SP 324763	51290009
Lot	204	on	SP 324763	51290010
Lot	205	on	SP 324763	51290011
Lot	206	on	SP 324763	51290012
Lot	207	on	SP 324763	51290013
Lot	208	on	SP 324763	51290014
Lot	301	on	SP 324763	51290015
Lot	302	on	SP 324763	51290016
Lot	303	on	SP 324763	51290017
Lot	304	on	SP 324763	51290018
Lot	305	on	SP 324763	51290019
Lot	306	on	SP 324763	51290020
Lot	307	on	SP 324763	51290021
Lot	308	on	SP 324763	51290022
Lot	401	on	SP 324763	51290023
Lot	402	on	SP 324763	51290024
Lot	403	on	SP 324763	51290025
Lot	404	on	SP 324763	51290026
Lot	405	on	SP 324763	51290027
Lot	406	on	SP 324763	51290028
Lot	407	on	SP 324763	51290029
Lot	408	on	SP 324763	51290030
Lot	501	on	SP 324763	51290031
Lot	502	on	SP 324763	51290032
Lot	503	on	SP 324763	51290033
Lot	504	on	SP 324763	51290034
Lot	505	on	SP 324763	51290035
Lot	506	on	SP 324763	51290036
Lot	601	on	SP 324763	51290037
Lot	602	on	SP 324763	51290038

Lot	603	on	SP 324763	51290039
	604		SP 324763	51290040
Lot	004	on	SP 324703	* / - * * * * * * * * * * * * * * * * *
Lot	605	on	SP 324763	51290041
Lot	606	on	SP 324763	51290042
Lot	701	on	SP 324763	51290043
Lot	702	on	SP 324763	51290044
Lot	703	on	SP 324763	51290045
Lot	704	on	SP 324763	51290046
Lot	705	on	SP 324763	51290047
Lot	706	on	SP 324763	51290048
	DLE Con		r CENTRA ON Titles Scheme	51289995

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

	Lo	ot on Plar	1	Contribution	Interest
Lot	1	on	SP 324763	53	65
Lot	2	on	SP 324763	46	60
Lot	3	on	SP 324763	45	62
Lot	101	on	SP 324763	51	43
Lot	102	on	SP 324763	34	41
Lot	103	on	SP 324763	40	43
Lot	104	on	SP 324763	45	45
Lot	105	on	SP 324763	47	46
Lot	106	on	SP 324763	43	43
Lot	107	on	SP 324763	42	43
Lot	108	on	SP 324763	45	44
Lot	201	on	SP 324763	51	45
Lot	202	on	SP 324763	36	42
Lot	203	on	SP 324763	42	48
Lot	204	on	SP 324763	41	49
Lot	205	on	SP 324763	41	50
Lot	206	on	SP 324763	42	47
Lot	207	on	SP 324763	41	46
Lot	208	on	SP 324763	51	47
Lot	301	on	SP 324763	45	50
Lot	302	on	SP 324763	36	43
Lot	303	on	SP 324763	42	51
Lot	304	on	SP 324763	41	53
Lot	305	on	SP 324763	41	53
Lot	306	on	SP 324763	43	53
Lot	307	on	SP 324763	41	51
Lot	308	on	SP 324763	45	53
Lot	401	on	SP 324763	44	55
Lot	402	on	SP 324763	36	43
Lot	403	on	SP 324763	42	53
Lot	404	on	SP 324763	41	58
Lot	405	on	SP 324763	41	58
Lot	406	on	SP 324763	43	55
Lot	407	on	SP 324763	41	54
Lot	408	on	SP 324763	44	56
Lot	501	on	SP 324763	50	64
Lot	502	on	SP 324763	51	60
Lot	503	on	SP 324763	65	68
Lot	504	on	SP 324763	67	69
Lot	505	on	SP 324763	54	63
Lot	506	on	SP 324763	50	66
Lot	601	on	SP 324763	51	68
Lot	602	on	SP 324763	50	64

			TOTALS	2516	3001
Lot	706	on	SP 324763	52	73
Lot	705	on	SP 324763	53	72
Lot	704	on	SP 324763	67	81
Lot	703	on	SP 324763	65	79
Lot	702	on	SP 324763	50	69
Lot	701	on	SP 324763	52	71
Lot	606	on	SP 324763	51	70
Lot	605	on	SP 324763	54	68
Lot	604	on	SP 324763	67	75
Lot	603	on	SP 324763	65	73

Statement pursuant to ss 66(1)(db) and (dc) of the Body Corporate and Community Management Act 1997 (Qld):

1. Contribution Schedule Lot Entitlements

The Contribution Schedule Lot Entitlement (CSLE) for the lots in the scheme have been decided in accordance with the relativity principle.

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

- A. how the scheme was structured;
- B. the nature, features and characteristic of the lots included in the scheme;
- C. the purpose for which the lots are used;
- D. the impact the lots may have on the costs of maintaining the common property; and
- E. the market values of the lots included in the scheme.

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

A. How the scheme was structured

The scheme is not part of a layered scheme and does not have mixed use lots, therefore the structure of the scheme does not effect the calculation of the CSLE.

B. The nature, features and characteristic of the lots included in the scheme

All lots are considered similar in their nature, features and characteristic and therefore this factor was not considered relevant in the calculation of the CSLE.

C. The purpose for which the lots are used

All lots are in the scheme are used for a similar purpose and therefore this factor was not considered relevant in the calculation of the CSLE.

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

The Body Corporate is part of a Building Format Plan and is responsible for the repair and maintenance of common property within the scheme. This includes the external walls and windows, roof, utility infrastructure and utility services. In allocating the CSLE the following features or characteristics of lots in the scheme

increase the burden that the lot places on the Body Corporate expenditure for the maintenance, cleaning and repair of the common property on the following basis:

- (a) The external windows and doors of the lot. Additional entitlements are added depending on whether the lot has five, six, seven or eight external windows and doors (for example) for which the Body Corporate has a duty to maintain and clean.
- (b) The level of the building on which the lot is situated. Additional entitlements are added depending on the level of the building in which the lot is located. The higher the lot in the building, the higher the cost of maintaining, cleaning and repairing windows, external walls, stairs and the higher the cost of maintaining the lift.

2. Interest Schedule Lot Entitlements

The Market Value Principle has been used to determine the Interest Schedule Lot Entitlements. The Interest Schedule Lot Entitlements reflect the respective market values of the lots.

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

Section 66(1) (g) of the Body Corporate and Community Management Act 1997 does not apply.

SCHEDULE C BY-LAWS

1 INTERPRETATION AND DEFINITIONS

- 1.1 In these by-laws unless the context indicates a contrary intention:
 - 1.1.1 Headings throughout the By Laws are for guidance only and are not to be used as an aid in the interpretation of the By Laws;
 - 1.1.2 Plurals shall include the singular and singular the plural;
 - 1.1.3 References to either gender shall include a reference to the other gender;
 - 1.1.4 A person includes their executor, administrators, successors, substitutes (eg: persons taking by novation) and assignors;
 - 1.1.5 Words importing persons will include all bodies, corporations, associations, trusts, partnerships, instrumentalities and entities corporate or unincorporated and vice versa;
 - 1.1.6 Any obligation on the part of or for the benefit of two or more persons will be deemed to bind or benefit as the case may be, any two or more of them jointly and each of them severally;
 - 1.1.7 References to any legislation includes any legislation which amends or replaces that legislation;
 - 1.1.8 A reference to any thing includes the whole or each part of it; and
 - 1.1.9 In interpreting these by-laws no rules of construction will apply to the disadvantage of a party because that party was responsible for the drafting of these by-laws or any part of them.
- 1.2 Throughout these By Laws, the following terms will, where the context permits, have the following meanings:
 - 1.2.1 "The Act" means the *Body Corporate and Community Management* Act 1997 as amended from time to time.
 - 1.2.2 "Body Corporate" means the Body Corporate of proprietors of the Community Titles Scheme referred to in Item 1 on page 1 of this CMS.

- "Building" means a structure affixed to the Scheme Land of which the Lot or another Lot in the Scheme or the Common Property forms a part.
- 1.2.4 "Committee" means the committee of the Body Corporate elected in accordance with the Act.
- 1.2.5 "Common Property" means the common property, as defined in the Act and in the Plan.
- 1.2.6 "Invitee" means any person on the Scheme Land with the permission of an Occupier.
- 1.2.7 "Lot" means a Lot in the Community Titles Scheme and includes a unit constructed on the Lot.
- 1.2.8 "Original Owner" has the same meaning as in the Act.
- "Owner or Occupier" means a person who is bound by the By Laws. It includes an Owner or Occupier of a Lot as those terms are defined in the Act.
- 1.2.10 "Scheme Land" has the same meaning as in the Act.

2 NOISE

2.1 The Occupier of a Lot must not create noise likely to interfere with the peaceful enjoyment of a person lawfully on another Lot or the Common Property.

3 VEHICLES

- 3.1 The Occupier 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, except for the designated visitor parking which must remain available at all times for the sole use of visitors' vehicles.
- 3.2 An approval under subsection (3.1) must state the period for which it is given, with the exception of designated visitor parking.
- 3.3 The Body Corporate may cancel the approval by giving 7 days written notice to the Occupier, with the exception of designated visitor parking.

4 OBSTRUCTION

- 4.1 The Occupier of a Lot must not obstruct the lawful use of the Common Property by someone else.
- 4.2 No gates or security doors are to be placed at the entry of the scheme, preventing access to visitor car parking bays or Occupier's car parks.

5 DAMAGE TO LAWNS ETC.

- 5.1 The Occupier of a Lot must not, without the Body Corporate's written approval:-
 - (a) damage a lawn, garden, tree, shrub, plant or flower on the Common Property; or
 - (b) use a part of the Common Property as a garden; or
 - (c) re-organise the gardens on the Common Property
- 5.2 An approval under subsection (5.1) must state the period for which it is given.
- 5.3 However, the Body Corporate may cancel the approval by giving seven (7) days written notice to the Occupier.

6 DAMAGE TO COMMON PROPERTY

- 6.1 An Occupier of a Lot must not, without the Body Corporate's written approval, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the Common Property.
- 6.2 However, an Occupier may install a locking or safety device to protect the Lot against intruders, or a screen to prevent entry of animals or insects, if the device or screen is soundly built and is consistent with the colour, style and materials of the Building.
- 6.3 The Owner of a Lot must keep a device installed under subsection 6.2 in good order and repair.

7 BEHAVIOUR OF INVITEES

7.1 An Occupier of a Lot must take reasonable steps to ensure that the Occupier's Invitees do not behave in a way likely to interfere with the peaceful enjoyment of another Lot or the Common Property.

8 LEAVING OF RUBBISH ETC. ON THE COMMON PROPERTY

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

9 APPEARANCE OF LOT

- 9.1 The Occupier of a Lot must not, without the Body Corporate's written approval, make a change to the external appearance of the Lot unless the change is minor and does not detract from the amenity of the Lot and its surrounds.
- 9.2 The Occupier of a Lot must not, without the Body Corporate's written approval, 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.
- 9.3 By Law 9.2 does not apply to a real estate advertising sign for the sale or letting of the Lot if the sign is of a reasonable size.
- 9.4 An Occupier of a Lot must not, without the Body Corporate's written approval, install an air-conditioning system or device, television antenna, satellite dish or radio aerial on the Lot or in any exclusive use area allocated to a Lot.
- 9.5 External air conditioning or mechanical plant installations installed pursuant to 9.4 above must be appropriately screened.
- 9.6 Screening for any externally mounted air conditioning or mechanical plant installations must be carried out in accordance with the following requirements:-
 - (a) Unscreened installations on the Scheme Land must not be visible from the Common Property or another Lot; and
 - (b) Any installations which are required to be located on roof, wall or garden areas must be appropriately screened or shaped according to the acoustic requirements of the Body Corporate 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.
- 9.7 Any screens installed in accordance with subsection 9.6 may only be installed with the written approval of the body corporate in relation to the design and colour etc of the screen

10 STORAGE OF FLAMMABLE MATERIALS

- 10.1 The Occupier of a Lot must not, without the Body Corporate's written approval, store a flammable substance on the Common Property.
- 10.2 The Owner or Occupier of a Lot must not do or keep anything on his Lot which would increase the rate of fire insurance on the Building or any property on the subject land or which would conflict with the laws and / or regulations relating to fires or any insurance policy upon the Building or any property on the subject land, or the regulations or ordinances of any public authority for the time being in force.

- 10.3 However, this section does not apply to the storage of fuel in:-
 - (a) the fuel tank of a vehicle, boat, or internal combustion engine; or
 - (b) a tank kept on a vehicle or boat in which the fuel is stored under the requirements of the law regulating the storage of flammable liquid.

11 GARBAGE DISPOSAL

- 11.1 In this clause 11 these expressions have the meaning shown:-
 - (a) changeover area means the designated bin coral located on the ground floor of the building.
- 11.2 Occupiers must:-
 - (a) only place general waste in the bins located in the changeover area, either directly or by using the waste chute situated on each level of the Building
 - (b) if the Lot is situated on a level in a Building that has a recycling bin storage area, place recyclable waste in the recycling bins stored in the recycling bin storage area situated on that level or in the recycling bins located in the changeover area.
 - (c) not move any of the bins from the changeover area or the recycling bin storage area.
 - (d) comply with all local government local laws about disposal of garbage;
 - (e) ensure that the Occupier does not, in disposing of garbage, adversely affect the health, hygiene or comfort of the Occupiers of other lots;
 - (f) comply with any conditions notified in the changeover area as to what articles may be placed within the general and recyclable refuse bins, or how they may be wrapped or contained to prevent damage to the bins or compactor, and with all local authority By-Laws and ordinances relating to the disposal of garbage

12 APPROVALS AND KEEPING OF ANIMALS

- 12.1 A Lot Owner or Occupier must not:
 - (a) Keep or bring an animal on the Lot or Common Property; or
 - (b) Permit an invitee to keep or bring an animal on the Lot or Common Property.

Without first obtaining written approval from the Body Corporate.

- 12.2 Conditions for Approval
 - 12.2.1 Approval for keeping an animal is subject to the following conditions:
 - (a) The animal's presence on the Scheme land must not contravene any laws.
 - (b) Dogs and cats must be registered with a Local Council and microchipped.
 - (c) The animal is not allowed on Common Property except for transit purposes in or out of the Schemes land.
 - (d) The animal must be on a lead or adequately restrained while on Common Property.
 - (e) Animals must be carried or wheeled through the entrance foyer or walked through the basement carpark when entering or leaving the building.
 - (f) The animal must be kept in good health and free from fleas and parasites.
 - (g) The animal must not cause a nuisance or unreasonably interfere with any person's use or enjoyment of another Lot or Common Property.

- (h) Any animal waste must be disposed of properly to avoid noxious odours or contamination of the Scheme.
- (i) Reasonable steps must be taken to minimise the transfer of airborne allergens from the animal, such as regular vacuuming and grooming.
- 12.3 The Body Corporate Committee may withdraw approval if the Lot Owner, Occupier, or their invitee fails to comply with any of the stated conditions. Upon withdrawal of approval, the animal must be removed from the Scheme land at the Owners cost.
- 12.4 The approval applies only to the specific animal in the application and does not permit the keeping of additional, replacement, or substitute animals on the Lot.
- 12.5 A person with a disability under the *Guide, Hearing and Assistance Dogs Act* 2009 who relies on a guide, hearing or assistance dog and who has the right to be on a lot included in a Community Title Scheme, or on the Common Property, has the right to be accompanied by a guide, hearing or assistance dog while on the Lot or Common Property.
- 12.6 A person mentioned in subsection 12.5 who is the Owner or Occupier of a Lot included in a Community Titles Scheme has the right to keep a guide, hearing or assistance dog on the Lot.

13 DEBT RECOVERY

13.1 A person shall pay on demand the whole of the Body Corporate's costs and expenses (including solicitor and own client costs) such an amount deemed to be a liquidated debt due in recovery such levies or monies duly levied upon that person by the Body Corporate.

14 RECOVERY BY BODY CORPORATE

14.1 Where the Body Corporate expends money to make good damage caused by a breach of the Act or of these by-laws by any Owner or Occupier or by any of their guests, servants, employees, agents, children, Invitees and licensees, the Body Corporate 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.

15 AWARENESS OF BY-LAWS

15.1 All Occupiers must be advised of the requirements contained within this Community Management Statement.

16 COMPLAINTS AND APPLICATIONS

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

17 ENCLOSURE OF BALCONIES & TERRACES

17.1 Unless approved by the Body Corporate, all balconies and terraces shown on the approved drawings and documents, are to remain unenclosed with no shutters, glazing, louvers or similar permanent fixtures other than those consistent with the relevant Building Code and clearly depicted on the Approved Drawings.

18 DISPLAY UNIT

18.1 While the Original Owner remains an Owner of any Lots in the Building it and its officers, servants and/or agents shall be entitled to use any Lots of which it is registered Owner as a display units and shall be entitled to allow prospective purchasers to inspect such lots and for such purposes be able to use such signs advertising or display material in or about the Building and Common Property, as it thinks fit. Such signs shall be attractive and tasteful having regard to the general appearance of the Building, and shall not at any time, be more in terms of number and size, than is reasonably necessary PROVIDED HOWEVER that the Original Owner, its officers, servants and/or agents exercising its rights pursuant to this clause shall not cause any disruption or any inconvenience to any Owner in its use enjoyment and occupation of the Lots.

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19 USE OF LOTS

- 19.1 Each Lot must be used for residential purposes only and not for any illegal, unlawful or immoral purpose.
- 19.2 While the Original Owner remains an Owner of any Lot in the Building it and its officers, servants and/or agents shall be entitled to use:
 - 19.1.1 any Lot of which it is registered Owner for commercial and/or business purposes; and
 - 19.1.2 the visitor carparks for staff and customer parking,

20 USE OF COMMON PROPERTY

20.1 An Owner or Occupier of a Lot or their Invitees must not smoke cigarettes, cigars or other tobacco or narcotic products or consume narcotic substances on the Common Property.

21 MAINTENANCE OF AIR CONDITIONING EQUIPMENT

21.1 The Owner or Occupier of a Lot must maintain at its own cost the air conditioning equipment for its own Lot in good working order and repair in a good condition and generally to the satisfaction of the Body Corporate.

22 AIR-CONDITIONING

- 22.1 Owners and Occupiers acknowledge and accept that:-
 - (a) the Body Corporate has an obligation to recover the costs of it providing or procuring others to provide services or amenities from the users for those services or amenities;
 - (b) utility infrastructure comprising air-conditioning systems may be located on Common Property adjoining or proximate to lots in the Scheme or otherwise within boundaries of lots.
- 22.2 To the extent that air-conditioning equipment is located on and forms part of a lot (other than being located within a boundary structure) and supplies services to that lot, only the Owner of that lot acknowledges and accepts its obligations under the Act and Module to meet all costs of the operation, maintenance and replacement of the air-conditioning equipment.

23 REPAIRS

23.1 All repairs to lots will be carried out promptly and in a workmanlike manner by the Owners or Occupiers of the

24 VISITORS' CAR PARK

- 24.1 Access to visitor spaces for bona fide visitors must not be restricted, other than for normal maintenance and repair.
- 24.2 An Owner or Occupier of a lot must not park or stand any motor vehicle or other vehicle upon areas set aside for visitor car parking.
- 24.3 An Owner or Occupier of a lot must ensure that their invitees use the visitor car parking area only for its intended purpose of casual parking within the rules set form time to time by the Committee of the Body Corporate (which rules must provide that areas of casual parking must not be used for more than three (3) hours at a time.
- 24.4 Visitor car parks required under a development approval for the Scheme Land cannot be the subject of an allocation of exclusive rights under these by-laws.

25 USE OF RECREATION FACILITIES

25.1 In relation to the use of the outdoor barbecue area and adjacent recreation areas (Recreation Facilities) an

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Owner or Occupier must ensure:

- that invitees and guests do not use the same or any of them unless accompanied by an Owner or Occupier;
- (b) that children below the age of thirteen (13) years are accompanied by an adult Owner or Occupier exercising effective control over them when using the Recreation Facilities;
- (c) that glass containers or receptacles of any type are not taken to or allowed to remain in or immediately around the pool situated in the Common Property;
- (d) that caution is exercised at all times and their behaviour and that of their invitees does not interfere with the use and enjoyment of the Recreation Facilities by other persons;
- (e) that no use is made of the Recreation Facilities between the hours of 10.00pm and 7.00am or other house set from time to time by the Committee of the Body Corporate;
- (f) that the Owner or Occupier and their invitees and guests are suitably attired at all times; and
- (g) that the Owner or Occupier and their invitees and guests obey any lawful direction given to them by the Body Corporate or the Manager or as noted on any notices/signs in or near the Recreation Facilities.

26 RULES - RECREATION FACILITIES

26.1 The Committee may make rules relating to the use of the Recreation Facilities (including booking systems) not inconsistent with these by-laws and those rules must be observed by Owners and Occupiers.

27 MAINTENANCE OF RECREATION FACILITIES

27.1 An Owner or Occupier of a lot must not without proper authority operate, adjust or interfere with the operation of any equipment associated with the Recreation Facilities.

28 INSTRUCTIONS TO CONTRACTORS ETC

28.1 Owners must not directly instruct any contractors or workmen engaged or employed by the Body Corporate unless authorised by the Body Corporate, the Committee or the Manager.

29 RIGHT OF ENTRY

- 29.1 An Owner or Occupier, upon receiving reasonable notice from the Committee, must allow the Body Corporate or any contractors, sub-contractors, workmen or other person authorised by it (including the Manager as service contractor to the Body Corporate) the right of access to the relevant lot for the purpose of carrying out works, maintenance, reading meters or effecting repairs on any utility infrastructure or utility service or other system or service, whether to the relevant lot, to an adjoining lot, to Common Property or for any other purposes permitted under these by-laws, the Act or the Module.
- 29.2 If in the reasonable opinion of the Committee there is a matter of sufficient emergency no notice will be necessary to access under By-Law 29.1. Works or repairs will be at the expense of the Owner or Occupier of the lot in the case where the need for such works or repairs is due to any act or default of the Owner or Occupier or their guests, servants or agents. Any access under this by-law does not constitute trespass. The Committee in exercising the powers under this by-law must ensure that its servants, agents and employees cause as little inconvenience to the Owner or Occupier of the lot as is reasonable in the circumstances or for any other purpose permitted under these by-laws, the Act or the Module.
- 29.3 Without limiting anything in these by-laws, the Act or the Module, an Owner and Occupier must allow access through their lot to other Owners and Occupiers in the case of an emergency to access fire stairs or other emergency exits.

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30 FUNCTIONS OF BODY CORPORATE

- 30.1 The Body Corporate has the right in the exercise of its powers, duties and under the Act and the Module to:
 - (a) Provide services and amenities or cause third parties to do so, for the benefit of Owners and Occupiers and the Common Property including a permanent on-site caretaker to provide caretaking duties in respect of the Common Property, and other areas or features adjacent to or neighbouring the Scheme Land in respect of which the Body Corporate holds rights); and
 - (b) For the benefit of Owners and Occupiers authorise a person or entity to offer services and amenities to lot Owners and Occupiers on a voluntary basis including a letting service.
- 30.2 The Body Corporate is empowered under the Act and Module to enter into agreements in respect of the matters in By-Law 30.1 which may include any or all of the following and which may be established and be procured at the instigation of the Original Owner (subject to requirements under the Act and Module as to the terms and conditions of the relevant agreements):
 - (a) an agreement or agreements for the caretaking, security, management and/or maintenance of the Common Property and the letting of lots in the Scheme on behalf of Owners;
 - (b) an agreement or agreements for the appointment of a body corporate manager for the performance of (inter alia) certain duties and obligations of the secretary and treasurer of the Body Corporate and such other duties and obligations as the Body Corporate deems appropriate;
 - (c) an agreement or agreements for the purpose of better seeing to the proper functioning operation and management of the Scheme or building comprising the Scheme Land or for the purpose of ensuring the proper functioning of the duties and powers for the Body Corporate and of the Committee of the Body Corporate including under any agreement with the Body Corporate;
 - (d) an agreement with an energy provider and/or an energy resources consultant in relation to the provision of utility services to the Scheme Land and lots in the Scheme;
 - (e) an agreement with the Original Owner in connection with the progressive development of the Scheme Land and the recording of new Community Management Statements in consequence of the progressive development of the Scheme Land;
 - (f) an agreement with any person in relation to licensing or leasing any part of the Scheme Land or any other land outside of the Scheme Land;
 - (g) an agreement in relation to allowing members of the Scheme to use facilities located on other land and for the Body Corporate to contribute to the costs of maintenance, repair and replacement of such facilities (as rights comprising Body Corporate Assets); and
 - (h) an agreement or agreements for the provision of entertainment, telecommunication or other services and amenities to lots or the Common Property.

31 SECURITY

- 31.1 A security system may operate within the building in which Scheme Land is located and from within the Scheme Land. Utility infrastructure comprised in a security system may be Common Property for the Scheme or be the subject of utility infrastructure agreements under which ownership of the utility infrastructure is preserved to another party. Any security system may be part of an integrated services and communications system for the building in which the Scheme Land is located and be the subject of agreements with third parties in respect of the management and operation of the system and be controlled and regulated by those agreements or under the CMS.
- 31.2 The Body Corporate is not responsible to an Owner (and the Owner is not entitled to make any clam for compensation or damages) in the event of a failure of all or any of the security systems to operate in the manner in which they are intended (provided the Body Corporate has complied with its obligations in respect of maintenance of utility infrastructure for the system). Where the failure to operate arises from a malfunction

of the security equipment in a lot, then the Owner must allow the Body Corporate by its servants, agents or contractors to enter upon the lot (upon one (1) days notice) except in the case where the circumstances require immediate entry.

31.3 The Committee is entitled to make rules and regulations for the benefit of all Owners regulating the security system and the operation of it on the Scheme. Rules and regulations made by the Committee must not be inconsistent with these by-laws, the Act or Module. Owners must comply with and ensure compliance by Occupiers with rules and regulations made by the Committee and which are enforced from time to time.

32 EXCLUSIVE USE AND AUTHORISED ALLOCATIONS – CAR PARKING

- 32.1 Owners and Occupiers of lots have the exclusive use of or special rights about parts of the Common Property or areas the subject of rights comprising Body Corporate Assets for the purpose of car parking as described and identified in Schedule E and the relevant exclusive use plans annexed to this Community Management Statement.
- 32.2 The Original Owner or an agent of the Original Owner may allocate exclusive use of, or other special rights for, part of the Common Property or allocate rights comprising Body Corporate Assets to lots in the Scheme for the purpose of car parking.
- 32.3 The Original Owner or its agent, as the case requires, must provide details of authorised allocations to the Body Corporate within the time frames specified in the Act and ensure that the details of all authorised allocations made under this by-law are recorded in a new Community Management Statement as required under the Act and Module.
- 32.4 Areas the subject of an exclusive right under this by-law are to be used for car parking only and may, not be used for storage unless it is located within a built enclosure.
- 32.5 Owners and Occupiers must not create or allow a nuisance to be created in any such area.
- 32.6 Each Owner is responsible for keeping areas the subject of exclusive rights under this by-law clean from litter, residues, marks and oil.
- 32.7 The Original Owner or the Original Owners' agent (whichever authorised the allocation) may revoke the authorised allocation made under this by-law, but only with the written consent of the Owner of the lot that has the benefit of the authorised allocation.

33 EXCLUSIVE USE AND AUTHORISED ALLOCATIONS – STORAGE AREAS

- 33.1 Owners and Occupiers of lots have the exclusive use of or special rights about parts of the Common Property or areas the subject of rights comprising Body Corporate Assets for the purpose of storage as described and identified in Schedule E and the relevant exclusive use plans annexed to this Community Management Statement.
- 33.2 The Original Owner or an agent of the Original Owner may allocate exclusive use of or other special rights for parts of the Common Property or allocate rights comprising Body Corporate Assets to lots in the Scheme for the purpose of storage.
- 33.3 The Original Owner or its agent, as the case requires, must provide details or authorised allocations to the Body Corporate within the time frames specified in the Act and ensure that the details of all authorised allocations made under this by-law are recorded in a new Community Management Statement as required under the Act and the Module.
- 33.4 The areas the subject of the authorised allocation made under this by-law are to be used by the Occupiers of each lot as a storage space area only. The Occupier with the right to use the area the subject of the authorised allocation must comply with the terms of any by-law or other requirement (including those of government agencies) restricting the storage of flammable liquids, gases or other materials with respect to the storage space.

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33.5 Each Owner is responsible for keeping their exclusive use storage space and storage device clean and in a neat and tidy condition and must be responsible for the maintenance, operating costs and upkeep of the exclusive use storage space areas and any locker, cage or enclosure on the storage space. If an Owner fails to undertake such obligations, the Body Corporate may attend to such works and recover the costs of such works from the Owner as a liquidated debt.

34 SMOKING/E-CIGARETTE BAN IN COMMON AND OUTDOOR AREAS

- 34.1 A Lot-Owner, Occupier, or their invitees must not smoke, or permit the smoking of a tobacco product, e-cigarette or any other substance;
 - (a) Anywhere on the Common Property; or
 - (b) In a Lot or on the balcony of a Lot, in circumstances where another person's use or enjoyment of another Lot of Common Property is unreasonably interfered with by the smoke drift.
- 34.2 A Lot Owner, Occupier or their invitees must not dispose of cigarette butts, ash or e-cigarette utensils by throwing such items from the balcony of a Lot and must dispose of by putting such items in a closed container in the Lot.

For the purpose of this By-Law, the term e-cigarette includes devices commonly referred to as the following:

- Electronic cigarettes;
- Electronic nicotine delivery systems (ENDS);
- Electronic non-nicotine delivery systems (ENNDS);
- Alternative nicotine delivery systems (ANDS);
- Nicotine vaping products (NVP);
- · Personal vaporisers;
- · E-hookahs;
- Vape pens;
- Vapes.

35 E-BIKES AND E-SCOOTERS

- 35.1 To enhance the safety of residents and reduce the risk of property damage, an owner or occupier of a Lot must not, without the Body Corporate's prior written approval:
 - (a) Bring onto the Common Property; or
 - (b) Store or charge in a Lot.
- 35.2 An owner or occupier granted approval under this by-law must comply with all conditions of that approval, including but not limited to the following:
 - (a) The E-Device shall be carried or wheeled by walking it across the Common Property except for the basement car parks where, if ridden, the E-Device shall not exceed a maximum speed of five (5) KPH.
 - (b) In transporting the E-Device across the Common Property, the E-Device owner must ensure that it does not unreasonably interfere with or obstruct another person lawfully on the Common Property;
 - (c) Providing copies of the E-Device documentation confirming the E-Device has a manufacturer-approved battery and charger with an output voltage that matches the E-Device's rated battery voltage as specified by the manufacturer;
 - (d) The E-Device, its associated manufacturer-approved battery and charger and other related equipment shall:
 - (i) comply with all ongoing relevant laws, standards and regulations; and,
 - (ii) be kept and maintained in good condition.

- (e) The E-Device is not a device prohibited by legislation or regulation.
- (f) Charging the E-Device's battery must not occur:
 - (i) Within the Lot in a well-ventilated shaded area with reasonable space separating the E-Device from other chattels or flammable materials;
 - (ii) when the Owner, Occupier or E-Device owner is present. The E-Device shall not be left charging unattended for any time whatsoever; and
 - (iii) using the E-Device's manufacturer-approved charger and in accordance with the manufacturer's charging instructions.
- 35.3 If the owner or occupier fails to meet any of the approval conditions, the Body Corporate may withdraw its approval.
- 35.4 If the Body Corporate withdraws its approval, the owner or occupier must remove the E-Device from the scheme land at the Owners cost.

36 NUISANCE

- 36.1 A Lot Owner, occupier of a Lot, or their invitee must not use, or permit the use of, the Lot or the Common Property in a way that:
 - (a) Causes a nuisance or hazard; or
 - (b) Interferes unreasonably with the use or enjoyment of another Lot included in the scheme; or
 - (c) Interferes unreasonably with the use or enjoyment of he Common Property by a person who is lawfully on the common property.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

Statutory Easements and Services Location Diagram

Pursuant to section 66 (1) (d) (iii) of the *Body Corporate and Community Management Act 1997* each of the following Lots and Common Property is subject to and has benefit of the following statutory easements.

Pursuant to section 66 (1) (d) (ii) of the *Body Corporate and Community Management Act 1997*, a Services Location Diagram is attached entitled "Services Location Diagram and marked "C" -

	Lot on Plan Statutory Easement				Services Location Diagram
Lot	1	on	SP 324763	Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support	С
Lot	2	on	SP 324763	Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support	С
Lot	3	on	SP 324763	Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support	С
Lot	101	on	SP 324763	Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support	С
Lot	102	on	SP 324763	Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support	С
Lot	103	on	SP 324763	Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support	С
Lot	104	on	SP 324763	Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support	С
Lot	105	on	SP 324763	Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support	С

Lot	106	on	SP 324763	Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support	С
Lot	107	on	SP 324763	Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support	С
Lot	108	on	SP 324763	Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support	С
Lot	201	on	SP 324763	Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support	С
Lot	202	on	SP 324763	Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support	С
Lot	203	on	SP 324763	Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support	С
Lot	204	on	SP 324763	Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support	С
Lot	205	on	SP 324763	Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support	С
Lot	206	on	SP 324763	Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support	С
Lot	207	on	SP 324763	Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support	С
Lot	208	on	SP 324763	Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support	С
Lot	301	on	SP 324763	Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support	С
Lot	302	on	SP 324763	Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support	С
Lot	303	on	SP 324763	Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support	С
Lot	304	on	SP 324763	Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support	С
Lot	305	on	SP 324763	Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support	С
Lot	306	on	SP 324763	Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support	С
Lot	307	on	SP 324763	Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support	С
Lot	308	on	SP 324763	Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support	С
Lot	401	on	SP 324763	Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support	С
Lot	402	on	SP 324763	Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support	С
Lot	403	on	SP 324763	Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support	С
Lot	404	on	SP 324763	Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support	С
Lot	405	on	SP 324763	Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support	С
Lot	406	on	SP 324763	Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support	С
Lot	407	on	SP 324763	Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support	С
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Lot	408	on	SP 324763	Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support	С
Lot	501	on	SP 324763	Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support	С
Lot	502	on	SP 324763	Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support	C
Lot	503	on	SP 324763	Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support	С
Lot	504	on	SP 324763	Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support	С
Lot	505	on	SP 324763	Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support	С
Lot	506	on	SP 324763	Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support	С
Lot	601	on	SP 324763	Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support	С
Lot	602	on	SP 324763	Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support	С
Lot	603	on	SP 324763	Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support	С
Lot	604	on	SP 324763	Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support	С
Lot	605	on	SP 324763	Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support	С
Lot	606	on	SP 324763	Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support	С
Lot	701	on	SP 324763	Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support	С
Lot	702	on	SP 324763	Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support	С
Lot	703	on	SP 324763	Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support	С
Lot	704	on	SP 324763	Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support	С
Lot	705	on	SP 324763	Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support	С
Lot	706	on	SP 324763	Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support	С
Com	mon Pro	perty		Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support	С

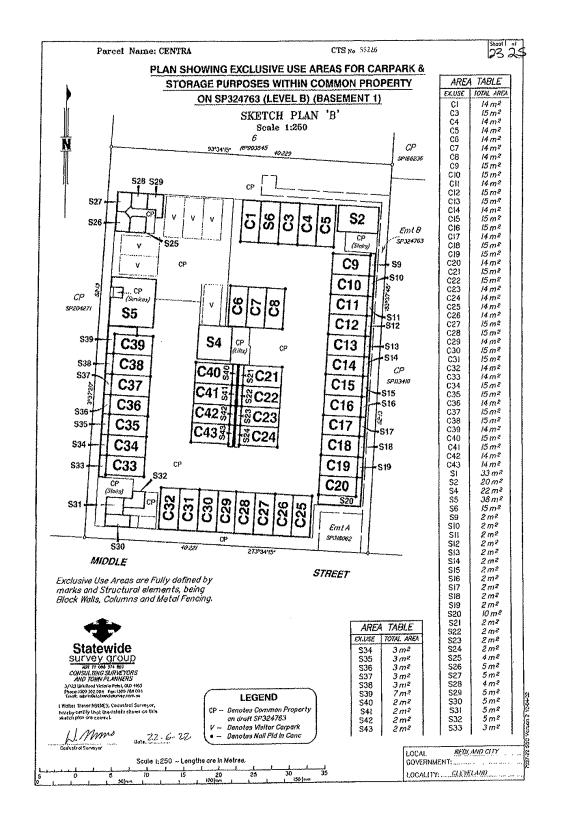
SCHEDULE E DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY

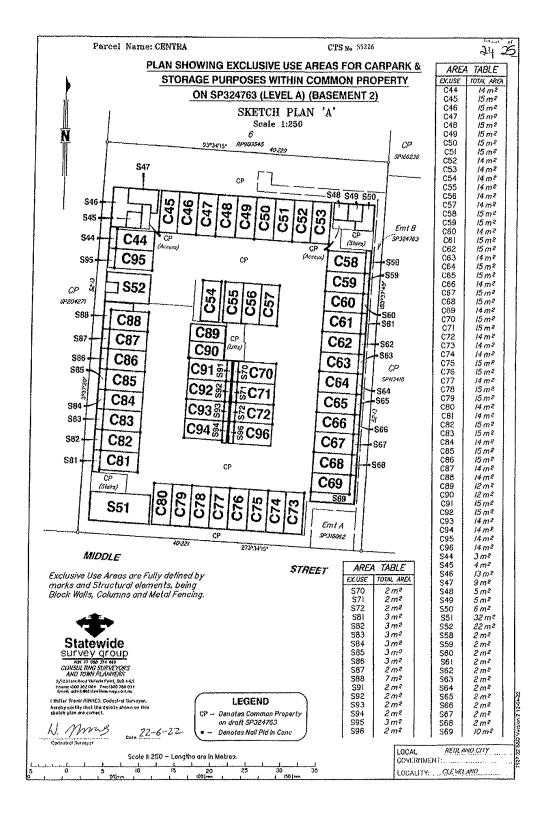
		Lot o	n Plan		Exclusive Use Area			Use	
				1	Carparking				
Lot	1	on	SP 324763	Area(s)	C43, C28	on Plan No	В	Carparking	
Lot	2	on	SP 324763	Area(s)	C9	on Plan No	В	Carparking	
Lot	3	on	SP 324763	Area(s)	C67	on Plan No	Α	Carparking	

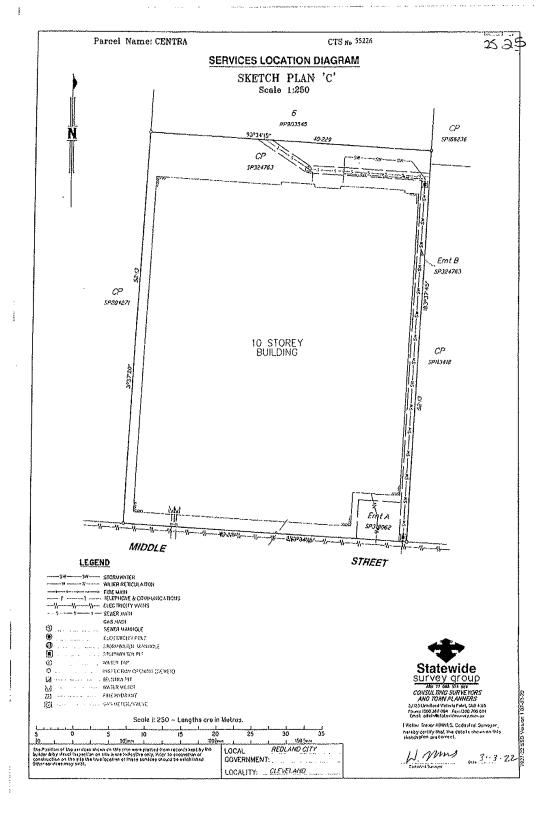
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Let 104 on SP 324763 Area(s) C94 on Plan No A Carparking C94 on Plan No A Carparking C94 on Plan No B Carparking C94 on Plan No B Carparking C95 On Plan No A	Lot	102	on			C41			.,,.,
Let 105	Lot	103	on	SP 324763		C42			Carparking
Lot 106	Lot	104	on	SP 324763					Carparking
Lot 107 on SP 324763 Area(s) C86, C76 on Plan No A Carparking Lot 108 on SP 324763 Area(s) C24, C27 on Plan No B Carparking Lot 201 on SP 324763 Area(s) C13 & C25 on Plan No B Carparking Lot 202 on SP 324763 Area(s) C10 & C54 on Plan No A Carparking Lot 203 on SP 324763 Area(s) C91 on Plan No A Carparking Lot 205 on SP 324763 Area(s) C66 & C75 on Plan No A Carparking Lot 205 on SP 324763 Area(s) C53 & C58 on Plan No A Carparking Lot 206 on SP 324763 Area(s) C68 & C14 on Plan No A Carparking Lot 207 on SP 324763 Area(s) C82 on Plan No	Lot	105	on	SP 324763		C84, C78			Carparking
Lot 108 on SP 324763 Area(s) C24, C27 on Plan No B Carparking Lot 202 on SP 324763 Area(s) C13 & C25 on Plan No B Carparking Lot 202 on SP 324763 Area(s) C10 & C54 on Plan No B Carparking Lot 202 on SP 324763 Area(s) C10 & C54 on Plan No A Carparking Lot 203 on SP 324763 Area(s) C92 & C74 on Plan No A Carparking Lot 205 on SP 324763 Area(s) C92 & C74 on Plan No A Carparking Lot 205 on SP 324763 Area(s) C66 & C75 on Plan No A Carparking Lot 205 on SP 324763 Area(s) C66 & C75 on Plan No A Carparking Lot 206 on SP 324763 Area(s) C66 & C75 on Plan No A Carparking Lot 207 on SP 324763 Area(s) C66 & C75 on Plan No B Carparking Lot 208 on SP 324763 Area(s) C66 & C14 on Plan No A Carparking Lot 301 on SP 324763 Area(s) C68 & C14 on Plan No B Carparking Lot 302 on SP 324763 Area(s) C68 & C14 on Plan No A Carparking Lot 302 on SP 324763 Area(s) C80, C81 on Plan No A Carparking Lot 303 on SP 324763 Area(s) C80, C81 on Plan No A Carparking Lot 304 on SP 324763 Area(s) C93 on Plan No A Carparking Lot 305 on SP 324763 Area(s) C85, C77 on Plan No A Carparking Lot 306 on SP 324763 Area(s) C85, C77 on Plan No A Carparking Lot 306 on SP 324763 Area(s) C85, C77 on Plan No B Carparking Lot 306 on SP 324763 Area(s) C65, C77 on Plan No B Carparking Lot 306 on SP 324763 Area(s) C75, C75 on Plan No B Carparking Lot 306 on SP 324763 Area(s) C75, C75 on Plan No B Carparking Lot 306 on SP 324763 Area(s) C75, C75 on Plan No B Carparking Lot 307 on SP 324763 Area(s) C75, C75 on Plan No B Carparking Lot 308 on SP 324763 Area(s) C75, C75 on Plan No B Carparking Lot 407 on SP 324763 Area(s) C75, C75 on Plan No B Carparking Lot 407 on SP 324763 Area(s) C75 on Plan No B Carparking Lot 407 on SP 324763 Area(s) C75 on Plan No A Carparking Lot 407 on SP 324763 Area(s) C75 on Plan No A Carparking Lot 407 on SP 324763 Area(s) C75 on Plan No A Carparking Lot 407 on SP 324763 Area(s) C75 on Plan No A Carparking Lot 407 on SP 324763 Area(s) C75 on Plan No A Carparking Lot 407 on SP 324763 Area(s) C75 on Plan No A Carparking Lot 504 on SP 324763 Area(s)	Lot	106	on	SP 324763	Area(s)	C7 & C21		В	Carparking
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Lot 204 on SP 324763	Lot	202	on	SP 324763	Area(s)	C10 & C54			Carparking
Lot 205 on SP 324763	Lot	203	on	SP 324763	Area(s)	C91	on Plan No	Α	Carparking
Lot 206 on SP 324763	Lot	204	on	SP 324763	Area(s)	C92 & C74	on Plan No	Α	Carparking
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	Lot	606	on	SP 324763	Area(s)	C68, C69 & C73		A&B	Carparking
Lot 702 on SP 324763 Area(s) C47 & C48 on Plan No A Carparking	Lot	701	on	SP 324763	Area(s)	C51 & C52	1	Α	Carparking
	Lot	702	on	SP 324763	Area(s)	C47 & C48	on Plan No	Α	Carparking

Lot	703	on	SP 324763	Area(s)	C11 & C12	on Plan No	В	Carparking
Lot	704	on	SP 324763	Area(s)	C3, C4, C5	on Plan No	В	Carparking
Lot	705	on	SP 324763	Area(s)	C17, C18	on Plan No	В	Carparking
Lot	706	on	SP 324763	Area(s)	C64 & C65	on Plan No	Α	Carparking
		I	I.	_ .				
					Storage			
Lot	1	on	SP 324763	Area(s)	\$43	on Plan No	В	Storage
Lot	2	on	SP 324763	Area(s)	\$9	on Plan No	В	Storage
Lot	3	on	SP 324763	Area(s)	S67	on Plan No	Α	Storage
Lot	101	on	SP 324763	Area(s)	\$83	on Plan No	Α	Storage
Lot	102	on	SP 324763	Area(s)	S41	on Plan No	В	Storage
Lot	103	on	SP 324763	Area(s)	S42	on Plan No	В	Storage
Lot	104	on	SP 324763	Area(s)	S94	on Plan No	Α	Storage
L.ot	105	on	SP 324763	Area(s)	S84	on Plan No	Α	Storage
Lot	106	on	SP 324763	Area(s)	S21 & S25	on Plan No	В	Storage
Lot	107	on	SP 324763	Area(s)	S86	on Plan No	Α	Storage
Lot	108	on	SP 324763	Area(s)	S24	on Plan No	В	Storage
Lot	201	on	SP 324763	Area(s)	S13	on Plan No	В	Storage
Lot	202	on	SP 324763	Area(s)	S10 & S50	on Plan No	В	Storage
Lot	203	on	SP 324763	Area(s)	\$91	on Plan No	Α	Storage
Lot	204	on	SP 324763	Area(s)	\$92	on Plan No	Α	Storage
Lot	205	on	SP 324763	Area(s)	\$66	on Plan No	A	Storage
Lot	206	on	SP 324763	Area(s)	\$40	on Plan No	В	Storage
Lot	207	on	SP 324763	Area(s)	S58	on Plan No	Α	Storage
Lot	208	on	SP 324763	Area(s)	S14	on Plan No	В	Storage
Lot	301	on	SP 324763	Area(s)	S81	on Plan No	Α	Storage
Lot	302	on	SP 324763	Area(s)	\$82	on Plan No	Α	Storage
Lot	303	on	SP 324763	Area(s)	\$93	on Plan No	Α	Storage
Lot	304	on	SP 324763	Area(s)	\$87	on Plan No	Α	Storage
Lot	305	on	SP 324763	Area(s)	\$85	on Plan No	Α	Storage
Lot	306	on	SP 324763	Area(s)	S15 & S28	on Plan No	В	Storage
Lot	307	on	SP 324763	Area(s)	\$37	on Plan No	В	Storage
Lot	308	on	SP 324763	Area(s)	S16	on Plan No	В	Storage
Lot	401	on	SP 324763	Area(s)	S6 & S48	on Plan No	A&B	Storage
Lot	402	on	SP 324763	Area(s)	\$70	on Plan No	Α	Storage
Lot	403	on	SP 324763	Area(s)	\$61	on Plan No	Α	Storage
Lot	404	on	SP 324763	Area(s)	\$33	on Plan No	В	Storage
Lot	405	on	SP 324763	Area(s)	S31, S34	on Plan No	В	Storage
Lot	406	on	SP 324763	Area(s)	S59 & S60	on Plan No	Α	Storage
Lot	407	on	SP 324763	Area(s)	S71	on Plan No	Α	Storage
Lot	408	on	SP 324763	Area(s)	S96	on Plan No	Α	Storage
Lot	501	on	SP 324763	Area(s)	S49	on Plan No	Α	Storage
Lot	502	on	SP 324763	Area(s)	S88	on Plan No	Α	Storage
Lot	503	on	SP 324763	Area(s)	\$19, \$20, \$51 & \$52	on Plan No	A&B	Storage
Lot	504	on	SP 324763	Area(s)	\$4	on Plan No	В	Storage

Lot	505	on	SP 324763	Area(s)	S44, S95 & S46	on Plan No	Α	Storage
Lot	506	on	SP 324763	Area(s)	S62 & S63	on Plan No	Α	Storage
Lot	601	on	SP 324763	Area(s)	S26	on Plan No	Α	Storage
Lot	602	on	SP 324763	Area(s)	S72	on Plan No	Α	Storage
Lot	603	on	SP 324763	Area(s)	S27, S29, S35 & S36	on Plan No	В	Storage
Lot	604	on	SP 324763	Area(s)	S22 & S23	on Plan No	В	Storage
Lot	605	on	SP 324763	Area(s)	\$38 & \$39	on Plan No	В	Storage
Lot	606	on	SP 324763	Area(s)	S47,S68 & S69	on Plan No	A&B	Storage
Lot	701	on	SP 324763	Area(s)	S32	on Plan No	В	Storage
Lot	702	on	SP 324763	Area(s)	S45	on Plan No	Α	Storage
Lot	703	on	SP 324763	Area(s)	\$11 & \$12	on Plan No	В	Storage
Lot	704	on	SP 324763	Area(s)	S2	on Plan No	В	Storage
Lot	705	on	SP 324763	Area(s)	S17 & S18	on Plan No	В	Storage
Lot	706	on	SP 324763	Area(s)	S64, S65 & S30	on Plan No	Α	Storage







Admin Fund Statement of Income & Expenditure

CENTRA ON MIDDLE CTS 55226 152 Middle Street CLEVELAND QLD 4163 1 July 2024 to 30 June 2025 Printed 11/07/25 14:14

FUND INCOME Contributions Contributions-Insurance Fund Interest-Contributions arrears TOTAL FUND INCOME FUND EXPENDITURE Air conditioning Caretaking Carpark Cleaning Common property Debt collection fees Debt collection fees Debt collection fees recovery Electrical Fencing Fire systems Garage	211,381.85 35,397.35 274.10 247,053.30 981.80 99,653.14	211,349.00 37,609.99 0.00 248,958.99	32.85 (2,212.64) 274.10 (1,905.69)	183,259.25 50,504.51 368.65 234,132.41
Contributions-Insurance Fund Interest-Contributions arrears TOTAL FUND INCOME FUND EXPENDITURE Air conditioning Caretaking Carpark Cleaning Common property Debt collection fees Debt collection fees recovery Electrical Fencing Fire systems	35,397.35 274.10 247,053.30 981.80	37,609.99 0.00	(2,212.64) 274.10	50,504.51 368.65
Contributions-Insurance Fund Interest-Contributions arrears TOTAL FUND INCOME FUND EXPENDITURE Air conditioning Caretaking Carpark Cleaning Common property Debt collection fees Debt collection fees recovery Electrical Fencing Fire systems	35,397.35 274.10 247,053.30 981.80	37,609.99 0.00	274.10	368.65
Interest-Contributions arrears TOTAL FUND INCOME FUND EXPENDITURE Air conditioning Caretaking Carpark Cleaning Common property Debt collection fees Debt collection fees recovery Electrical Fencing Fire systems	274.10 247,053.30 981.80			
FUND EXPENDITURE Air conditioning Caretaking Carpark Cleaning Common property Debt collection fees Debt collection fees recovery Electrical Fencing Fire systems	981.80	248,958.99	(1,905.69)	234 132 41
Air conditioning Caretaking Carpark Cleaning Common property Debt collection fees Debt collection fees recovery Electrical Fencing Fire systems				207,102.71
Caretaking Carpark Cleaning Common property Debt collection fees Debt collection fees recovery Electrical Fencing Fire systems				
Caretaking Carpark Cleaning Common property Debt collection fees Debt collection fees recovery Electrical Fencing Fire systems	99 653 14	380.00	(601.80)	1,250.00
Carpark Cleaning Common property Debt collection fees Debt collection fees recovery Electrical Fencing Fire systems	JJ.JJJ. 1 T	110,704.00	11,050.86	103,420.45
Cleaning Common property Debt collection fees Debt collection fees recovery Electrical Fencing Fire systems	0.00	3,000.00	3,000.00	0.00
Common property Debt collection fees Debt collection fees recovery Electrical Fencing Fire systems	637.63	0.00	(637.63)	0.00
Debt collection fees Debt collection fees recovery Electrical Fencing Fire systems	3,900.00	0.00	(3,900.00)	1,187.92
Debt collection fees recovery Electrical Fencing Fire systems	160.00	0.00	(160.00)	280.00
Electrical Fencing Fire systems	(160.00)	0.00	160.00	(280.00)
Fencing Fire systems	1,043.50	3,000.00	1,956.50	268.18
Fire systems	200.24	0.00	(200.24)	204.26
	10,883.87	13,340.00	2,456.13	9,647.17
Garage	0.00	2,400.00	2,400.00	0.00
Grounds	0.00	1,200.00	1,200.00	0.00
Health Club / Gym	814.00	1,000.00	186.00	0.00
Insurance renewals	37,670.29	37,610.00	(60.29)	45,322.85
Keys & Fobs	1,734.83	0.00	(1,734.83)	461.02
	0.00	1,500.00	1,500.00	0.00
Legal fees			,	
Lift	13,382.50	16,260.00	2,877.50	17,478.57
Local Government charges	102.76	0.00	(102.76)	0.00
Management - Additional services fee	243.02	1,000.00	756.98	706.64
Management - Agreed Services	7,141.16	9,416.26	2,275.10	9,019.33
Management - Asset Maintenance Services	727.68	861.68	134.00	855.25
Management - Disbursement Fees	2,895.83	4,134.00	1,238.17	3,921.42
Owner recovery	(1,406.49)	0.00	1,406.49	0.00
Pest control	400.00	600.00	200.00	400.00
Plumbing	1,068.91	2,200.00	1,131.09	595.45
Pool/Spa	2,237.50	2,360.00	122.50	2,221.22
Reports	0.00	0.00	0.00	1,120.91
Rubbish	19,307.06	19,000.00	(307.06)	17,737.96
Security	180.00	0.00	(180.00)	299.76
Taxation	650.00	1,150.00	500.00	1,150.00
Utilities-Electricity	19,759.29	18,000.00	(1,759.29)	11,927.53
Utilities-Water	139.19	1,000.00	860.81	321.68
Venue hire	0.00	0.00	0.00	181.82
Water Pumps	0.00	1,000.00	1,000.00	0.00
TOTAL FUND EXPENDITURE	224,347.71	251,115.94	26,768.23	229,699.39
FUND SURPLUS (DEFICIT)	22,705.59	(2,156.95)	20,7 00.23	4,433.02



Admin Fund Statement of Assets & Liabilities

CENTRA ON MIDDLE CTS 55226 152 Middle Street CLEVELAND QLD 4163 30 June 2025 Printed 11/07/25 14:14

	YTD Actual	Last Year
OWNERS FUNDS		
Balance Brought Forward Surplus/(Deficit) For Period	33,515.95 22,705.59	29,082.93 4,433.02
TOTAL FUNDS	56,221.54	33,515.95
ASSETS		
Cash at Bank (MBL) Receivables	106,694.68 1,309.50	69,395.75 1,734.15
TOTAL ASSETS	108,004.18	71,129.90
LIABILITIES		
Creditors GST control account Levies In Advance Unallocated Advances	10,737.79 (4,124.15) 42,863.00 2,306.00	0.00 (4,057.64) 41,018.00 1,242.02
TOTAL LIABILITIES	51,782.64	38,202.38
NET ASSETS	56,221.54	32,927.52



Sinking Fund Statement of Income & Expenditure

CENTRA ON MIDDLE CTS 55226 152 Middle Street CLEVELAND QLD 4163 1 July 2024 to 30 June 2025 Printed 11/07/25 14:14

YTD Actual	YTD Budget	Variance	Last Year
65,199.14	65,183.67	15.47	53,485.50
65,199.14	65,183.67	15.47	53,485.50
1,084.84 98.18	15,200.00 0.00	14,115.16 (98.18)	542.08 0.00
1,183.02	15,200.00	14,016.98	542.08
64,016.12	49,983.67	14,032.45	52,943.42
	65,199.14 65,199.14 1,084.84 98.18 1,183.02	65,199.14 65,183.67 65,199.14 65,183.67 1,084.84 15,200.00 98.18 0.00 1,183.02 15,200.00	65,199.14 65,183.67 15.47 65,199.14 65,183.67 15.47 1,084.84 15,200.00 14,115.16 98.18 0.00 (98.18) 1,183.02 15,200.00 14,016.98



Sinking Fund Statement of Assets & Liabilities

CENTRA ON MIDDLE CTS 55226 152 Middle Street CLEVELAND QLD 4163 30 June 2025 Printed 11/07/25 14:14

	YTD Actual	Last Year
OWNERS FUNDS		
Balance Brought Forward Surplus/(Deficit) For Period	72,208.81 64,016.12	19,265.39 52,943.42
TOTAL FUNDS	136,224.93	72,208.81
ASSETS		
Cash at Bank (MBL) Receivables	147,347.93 311.00	82,582.74 631.50
TOTAL ASSETS	147,658.93	83,214.24
LIABILITIES		
Levies In Advance	11,434.00	10,417.00
TOTAL LIABILITIES	11,434.00	10,417.00
NET ASSETS	136,224.93	72,797.24



Consolidated Statement of Assets & Liabilities

CENTRA ON MIDDLE CTS 55226 152 Middle Street CLEVELAND QLD 4163 30 June 2025 Printed 11/07/25 14:14

	YTD Actual	Last Year
OWNERS FUNDS		
Balance Brought Forward Surplus/(Deficit) For Period	105,724.76 86,721.71	48,348.32 57,376.44
TOTAL FUNDS	192,446.47	105,724.76
ASSETS		
Cash at Bank (MBL) Receivables	254,042.61 1,620.50	151,978.49 2,365.65
TOTAL ASSETS	255,663.11	154,344.14
LIABILITIES		
Creditors GST control account Levies In Advance Unallocated Advances	10,737.79 (4,124.15) 54,297.00 2,306.00	0.00 (4,057.64) 51,435.00 1,242.02
TOTAL LIABILITIES	63,216.64	48,619.38
NET ASSETS	192,446.47	105,724.76



Notes to the Financial Statements

CENTRA ON MIDDLE CTS 55226 152 Middle Street CLEVELAND QLD 4163 30 June 2025 Printed 11/07/25 14:14

Investments Nil

The following balances relate to amounts received or owing as at 30/06/2025

Receivables - Owner Arrears

Unit/Lot	t Details		Admin		Sinking	
		Contributions Ins	urance Fund Fir	nal notice fee	Contributions	C/Fwd
00105					9.00	9.00
00203		999.00	129.00	113.45	302.00	1,543.45
	Totals including GST (if applicable)	999.00	129.00	113.45	311.00	1,552.45

Receivables - Owner Arrears (continued)

Unit/Lot Details

	Totals including GST (if applicable)	1,552.45	68.05	1,620.50	_
00203		1,543.45	67.35	1,610.80	
00105		9.00	0.70	9.70	
		B/Fwd	Other	Total	

Debtors Nil

Allocated Advance Payments

Unit/Lot Details	Admin		Sinking	
	Contributions Ins	urance Fund	Contributions	Total
00002	1,095.00	161.00	331.00	1,587.00
00101	1,214.00	115.00	367.00	1,696.00
00102	809.00	110.00	245.00	1,164.00
00103	952.00	115.00	288.00	1,355.00
00104	1,071.00	121.00	324.00	1,516.00
00106	1,023.00	115.00	309.00	1,447.00
00108	1,071.00	118.00	324.00	1,513.00
00201	1,214.00	121.00	367.00	1,702.00
00202	857.00	113.00	259.00	1,229.00
00204	976.00	131.00	295.00	1,402.00
00205	976.00	134.00	295.00	1,405.00
00206	999.00	126.00	302.00	1,427.00
00207	976.00	123.00	295.00	1,394.00
00301	1,071.00	134.00	324.00	1,529.00
00303	999.00	137.00	302.00	1,438.00
00304	976.00	142.00	295.00	1,413.00
00305	976.00	142.00	295.00	1,413.00
00307	976.00	137.00	295.00	1,408.00



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Notes to the Financial Statements

CENTRA ON MIDDLE CTS 55226 152 Middle Street CLEVELAND QLD 4163 30 June 2025 Printed 11/07/25 14:14

Allocated Advance Payments (continued)

Unit/Lo	t Details	Admir	1	Sinking	
		Contributions Ins	surance Fund	Contributions	Total
00308		1,071.00	142.00	324.00	1,537.00
00403		999.00	142.00	302.00	1,443.00
00405		976.00	156.00	295.00	1,427.00
00406		1,023.00	148.00	309.00	1,480.00
00408		1,047.00	150.00	317.00	1,514.00
00502		1,214.00	161.00	367.00	1,742.00
00503		1,547.00	182.00	468.00	2,197.00
00504		1,594.00	185.00	482.00	2,261.00
00505		1,285.00	169.00	388.00	1,842.00
00506		1,190.00	177.00	360.00	1,727.00
00601		1,214.00	182.00	367.00	1,763.00
00602		1,190.00	172.00	360.00	1,722.00
00606		1,214.00	188.00	367.00	1,769.00
00702		1,190.00	185.00	360.00	1,735.00
00704		1,594.00	217.00	482.00	2,293.00
00706		1,237.00	196.00	374.00	1,807.00
	Totals	37,816.00	5,047.00	11,434.00	54,297.00

Outstanding Creditors

Creditor Ref	Details	Account	Amount
CPMU24 INV-0110	Caretaking 06/25	A27000	9,103.00
CPMU24 INV-0109	Cleaning 23/06/25	A28500	30.99
AIRS64 011978	Common property-Exhaust Fans 6 monthly	A29021	1,375.00
GYMW62 00020219	Health Club / Gym-Maintenance equipment f	A44003	228.80
	Totals		10,737.79

Unallocated Advance Payments

Unit/Lot Details	Admin
00103	145.00-
00206	563.00-
00207	510.00-
00303	488.00-
00503	600.00-
Totals	2,306.00-



Notes to the Financial Statements

CENTRA ON MIDDLE CTS 55226 152 Middle Street CLEVELAND QLD 4163 30 June 2025 Printed 11/07/25 14:14

Remuneration

Commissions received by Whittles are disclosed in the Services Agreement between the Body Corporate and Whittles
Commissions received by Whittles for the financial year of the body corporate: \$3,899.71



Summary of Significant Accounting Policies

CENTRA ON MIDDLE CTS 55226 152 Middle Street CLEVELAND QLD 4163 1 July 2024 to 30 June 2025 Printed 11/07/25 14:14

Basis of Preparation

The Body Corporate agent has prepared the financial statements on the basis that the Body Corporate is a non-reporting entity because there are no users dependent on general purpose financial statements. These financial statements are therefore special purpose financial statements that have been prepared to meet the information needs of members.

The financial statements have been prepared in accordance with the significant accounting policies disclosed below, which the Body Corporate agent has determined are appropriate to meet the purposes of preparation. Such accounting policies are consistent with the prior period unless otherwise stated.

Basis of Accounting

The financial statements have been prepared on a modified accruals basis and are based on historical costs. Income has been recorded when receivable from the owners and the expenses are recorded when approved for payment, unless otherwise stated. Further manual accruing of expenses may occur as instructed.

Cash and cash equivalents

Cash and cash equivalents comprise deposits held on call with banks and other short-term highly liquid investments which are readily convertible to known amounts of cash and which are subject to an insignificant risk of change in value.

Goods and Services Tax

Income, expenditure and assets of the Corporation are recognised net of the amount of Goods and Services Tax (GST), except where the GST incurred is not recoverable from the Australian Taxation Office (ATO).

Receivables and payables are stated inclusive of GST.

The net amount of GST payable to, or recoverable from, the ATO is presented as the GST Control Account on the Statement of Assets and Liabilities.

Income Tax

The income tax expense charged to the Statement of Income and Expenditure comprises current income tax expense (income) and is the tax payable on taxable income calculated using applicable income tax rates enacted, or substantially enacted, as at the end of the reporting period.

Current tax liabilities (assets) are therefore measured at amounts expected to be paid to (recovered from) the ATO.

Only the non-member income of the Corporation is assessable for income tax purposes, as member income is excluded under the principle of mutuality.



Centra Register of Assets

R
Quantity

13	12	11	10	9	8	7
Coasters	Gold Display Bowls	Side Tables (Timber)	Orange Chairs	Throws	Grey Chairs	Cushions
16	ω	2	2	3	2	13

21	20	19	18	17	16	15	14
Ornamental Balls	Long Side Table	Three Piece Side Table	Small Pot Plant	Rugs	Small Candles	Coffee Table	Small Fern Pot Plant
ω	1	1	1	2	2	2	1

28	27	26	25	24	23	22
Black Pineapple Book Ends	Small Gold Display Pots	Cascading Pot Plant (Fine Leaf)	Display Table Long	Gold Candle Holders	Samsung Frame TV	Mirror
2	2	1	1	3	1	1

35	34	33	32	31	30	29
Silver Sailing Boat	Purple Pot	Gold Sculptures	Medium Black & White Pot	Tall Grey & White Pot	Ornamental Goldfish	Turquoise Pot & Plant
1	1	2	1	1	1	Ь

42	41	40	39	38	37	36
Ornamental Clock	Large Red & Brown Vase	Small White Pot Plant	Square Turquoise Pot & Flowers	White Pineapple	Globe Sculpture	Small Black Pot Plant
Ъ	1	1	1	1	1	1
104 12 12 22 22 22 22 22 22 22 22 22 22 22						

48	Lobby	47	46	45	44	43
Grey Chairs		Hisense Bar Fridge	Kettle	Samsung Microwave	Head Sculpture	Small White Pot Plant
ω		1	1	1	1	Ъ
		Warner Planner				

54	53	52	51	50	49
Dark Timber Side Table	Long Side Table	Tall Pot Plants	Small Pot Plants	Small Side Table	Cushions
1	1	3	2	1	9

Hall	61	60	59	58	57	56	55
	Medium Gold Framed Print	Small Cream Pot & Flowers	Dark Round Side Tables	2-Seater Leather Lounges	Side Tables (Timber)	Large Gold Frame Paintings	Gold Leaf Display Plate
	1	1	2	2	2	2	1

65	64	Function Room	63	62
Cushions	L Shaped Cane Lounges	Room	Large Gold Frame Paintings	Construction Photos
13	2		2	9

71	70	69	68	67	66
Short Alum. Tables	Tall Alum. Charis	Tall Alum. Tables	2-Seater Cane Lounges	Large Pot Plants	Small Pot Plants
ω	8	2	2	2	3

		ns	Bathrooms
Total Control of the	1	Samsung Microwave	76
	1	Large Hisense Fridge	75
	3	Glass Candle Holders	74
	3	White Place Mats	73
	12	Short Alum. Chairs	72

81	80	79	78	Gym	77
Weights Bench	Treadmill	Combination Weights Machine	Exercise Bike		Plants
1	1	1	1		2

87	86	85	84	83	82
Gym Ball	Kettle Bells	Medicine Balls	Various Dumbbells	Weights Back	Floor Mat
1	2	2	14	1	17

92	91	90	89	Outdoor Furniture	88
Short Alum. Chairs	Short Alum. Tables	Large Black Pots	Large White Pots	-urniture	Display Trolley
12	3	6	2		Ъ

97	96	95	94	93
Large Square Grey Pots	Low Round White Pots	Large Square White Pots	Large Round Pots	Sun Beds
ω	12	ъ	2	2

99	98
Pool Sun Lounges	Large Round Black Pots
2	2



Certificate of Insurance

ABN 29 008 096 277

Glen Nixon
Body Corporate Centra CTS 55226
C/- Whittles Body Corporate Services
PO Box 539
CLEVELAND OLD 4163

Date: 15.07.2024 **Invoice No:** 14587462

This document certifies that the policy referred to below is currently intended to remain in force until 4:00pm on the expiry date shown and will remain in force until that date, unless the policy is cancelled, lapsed, varied or otherwise altered in accordance with the relevant policy conditions.

Class Residential Strata/Community Corporation

Insurer Longitude Insurance Pty Ltd

PO Box 1813

NORTH SYDNEY NSW 2059

Period 20.07.2024 to 20.07.2025

Policy No.

Important Notice

This certificate does not reflect in detail the policy terms and conditions and merely provides a brief summary of the insurance that is, to the best of our knowledge, in existence at the date we have issued this certificate. If you wish to obtain details of the policy terms, conditions, restrictions, exclusions or warranties, you must refer to the policy contract.

Disclaimer

In arranging this certificate, we do not guarantee that the insurance outlined will continue to remain in force for the period referred to as the policy may be cancelled or altered by either party to the contract at any time in accordance with the terms and conditions of the policy. We accept no responsibility or liability to advise any party who may be relying on this certificate of such alteration to, or cancellation of the policy of insurance.

Reference: MGA NBR B3257 2028210/000 Page No. 1

MGA Insurance Brokers Pty. Ltd. ABN 29 008 096 277 Level 2, 15 Carnaby Street

MAROOCHYDORE QLD 4558

Phone: 07 5409 3450 PO Box 1952 SUNSHINE PLAZA QLD 4558

COVERAGE SUMMARY

Body Corporate Centra CTS 55226 Residential Strata/Community Corporation

RESIDENTIAL STRATA/COMMUNITY CORPORATION

INSURED:

Body Corporate for Centra on Middle CTS 55226

SITUATION:

152 Middle Street, Cleveland QLD 4163

INTEREST INSURED:

Building Sum Insured Common Contents Sum Insured Loss of Rent/Temporary Accommodation	\$ \$ \$	43,829,100 438,291 6,574,365
Catastrophe/Emergency Cover		30%
Flood Storm Surge	\$	Not Insured Not Insured
Glass		Insured
Theft		Insured
Public Liability	\$	20,000,000
Voluntary Workers Weekly Benefit Capital Benefit	\$ \$	Insured 2,000 200,000
Fidelity	\$	100,000
Office Bearers Liability	\$	1,000,000
Machinery Breakdown	\$10	0000
Government Audit Costs	\$	30,000
Appeal expenses - common property health and safety breaches	\$	150,000
Legal Defence Expenses	\$	50,000
Lot owners fixtures and fixings	\$	300,000
Floating floors		Not Insured
Loss of Market Value		Not Insured
Workers Compensation (ACT, WA & TAS ONLY)		Not Insured
EXCESS: Standard Excess	\$2,	000

Reference: MGA NBR B3257 2028210/000 24.07.24 Page No. 2

MGA Insurance Brokers Pty. Ltd.

ABN 29 008 096 277 Level 2, 15 Carnaby Street MAROOCHYDORE QLD 4558

Phone: 07 5409 3450 PO Box 1952 SUNSHINE PLAZA QLD 4558

COVERAGE SUMMARY Body Corporate Centra CTS 55226 Residential Strata/Community Corporation

Flood Excess	\$2,000
Storm Surge Excess	\$2,000
Public Liability Excess	\$2,000
Voluntary Workers Excess	7 Days
Fidelity Excess	\$2 , 000
Office Bearers Liability Excess	\$2 , 000
Machinery Breakdown Excess	\$2 , 000
Water Chiller and Power Generators	\$5,000
Central A/C Units	\$2 , 000
Small A/C Units and Lifts Excess	\$2,000
Government Audit Excess	\$ 500
Appeal Expenses Excess	\$ 500
Lacal Defence Evnences Evcess	$$1.000 \pm 10$ % contribution

Legal Defence Expenses Excess \$1,000 + 10% contribution

Other excesses payable are shown in the Policy Wording

ADDITIONAL POLICY BENEFITS AND CONDITIONS:

Storm Surge - cover granted if Storm Surge is caused by and immediately follows a named tropical cyclone, We will pay for loss, destruction or damage to Your Building and Common Contents as a result of Storm Surge. The maximum We will pay is \$2,000,000 or the Sum Insured for Buildings shown in Your Schedule, whichever is the lesser, any one Event and in the aggregate for all Events in the Period of Insurance.

EQUIPMENT BREAKDOWN SUBLIMIT ENDORSEMENT

It is noted and agreed that in respect to Section 5 Equipment Breakdown, the maximum limits applying to certain Additional Benefits have been amended as follows:

- 3.1 Expediting Expenses up to \$25,000
- 3.3 By-laws up to \$25,000
- 3.4 Hazardous Substances up to \$10,000
- 3.5 Data Coverage up to \$5,000

In all other respects the policy section remains unchanged.

MAJOR EXCLUSIONS :Terrorism

Others As Per Policy

This Document is a Summary of Cover Only. Please refer to the Product Disclosure Statement for Full Policy Limitations and Additional Excesses

UNDERWRITING INFORMATION:

Year Built 2022 Primary Wall Construction Concrete

Secondary Wall Construction Not Applicable Roof Construction Colourbond Floor Construction Concrete

Aluminium Composite Panels No

Primary External Cladding:

N/A

Secondary External Cladding:

Reference: MGA NBR B3257 2028210/000 24.07.24 Page No. 3

MGA Insurance Brokers Pty. Ltd.
ABN 29 008 096 277
Level 2, 15 Carnaby Street
MAROOCHYDORE
OLD 4559 QLD 4558

Phone: 07 5409 3450 PO Box 1952 SUNSHINE PLAZA QLD 4558

COVERAGE SUMMARY

Body Corporate Centra CTS 55226 Residential Strata/Community Corporation

Heritage Listed	No
Fire Protection	
Sprinkler systems in the complex basement/carpark?	No
Sprinkler systems in the complex units?	No
Fire hose reels located throughout the complex?	Yes
Number of Units	53
Number of Levels	8
Number of Basements	2
Number of Lifts	2
Number of Pools/Spas	1
Number of Gyms	1
Number of Playgrounds	0
Number of Water Features	0
Number of Jetties/Wharfs	0
Number of Separate Buildings	0
% of EPS	0 %
% Commercial Tenants	0 %
Additional Construction Comments:	

Page No. 4 Reference: MGA NBR B3257 2028210/000 24.07.24

QUEENSLAND TITLES REGISTRY

GENERAL REQUEST

FORM 14 Version 4 Page 1 of 1

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

723858255

aling Number

Duty Imprint

EL 470 \$113.04 11/02/2025 16:03:39

FICE USE ONLY

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

1. Nature of request

REQUEST TO RECORD NEW COMMUNITY MANAGEMENT STATEMENT FOR CENTRA ON MIDDLE COMMUNITY TITLES SCHEME 55226 Lodger (Name, address & phone number)
McCarthy Durie Lawyers
Po Box 178
Cleveland, Qld 4163
(07) 3370 5100
stepheng@mdl.com.au

Lodger Code BE223A

2. Lot on Plan Description

COMMON PROPERTY OF CENTRA ON MIDDLE Community Titles Scheme 55226 **Title Reference**

51289995

3. Registered Proprietor/State Lessee

Body Corporate for CENTRA ON MIDDLE Community Titles Scheme 55226

4. Interest

NOT APPLICABLE

Applicant

Body Corporate for CENTRA ON MIDDLE Community Titles Scheme 55226

6. Request

I hereby request that: the NEW CMS deposited herewith which:

- a) Amends Schedule E of the existing CMS;
- b) Amends Schedule C of the existing CMS

be recorded as the CMS for CENTRA ON MIDDLE Community Titles Scheme 55226

7. Execution by applicant

Execution Date

Solicitor's Signature Maxi-Lee Glancy

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

QUEENSLAND TITLES REGISTRY FIRST/NEW COMMUNITY MANAGEMENT STATEMENT

Body Corporate and Community Management Act 1997

CMS Version 4 Page 1 of 25

55226

T BE LODGED TOGETHER RAL REQUEST AND IN THE

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

Office use only
CMS LABEL NUMBER

This statement incorporates and must include the following:

Schedule A - Schedule of lot entitlements

Schedule B - Explanation of development of scheme land

Schedule C - By-laws

Schedule D - Any other details

Accomodation Module

Schedule E - Allocation of exclusive use areas

1. Name of community titles scheme

CENTRA ON MIDDLE Community Titles Scheme 55226

2. Regulation module

3. Name of body corporate

Body Corporate for CENTRA ON MIDDLE Community Titles Scheme 55226

4. Scheme land

Lot on Plan Description

Title Reference

SEE ENLARGED PANEL

*Name and address of original owner Not Applicable Reference to plan lodged with this statement Not Applicable

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

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

Exempt pursuant to section 60(6) of the Body Corporate and Community Management Act 1997

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

8. Execution by original owner/Consent of body corporate

See Form 20 - BCCM Execution

1.	-	itles Scheme (CTS) Name IDDLE Community Titles Scheme	CTS Number 55226		
2.	. Module Type of BCCM Scheme		Instrument being executed (using this certificate)		
	Accommodation	on Module	New CMS		
3.	Execution by	the Body Corporate for the abov	re Scheme		
Sig	ınature	1/Ma	Signature		
Sig	ner Name	David Rose	Signer Name	Shelley Gray	
Signer Authority Chair		Chairperson	Signer Authority	Secretary	
Entity (if applicable)		Entity (if applicable	e)		
Execution Date 21 January 2025		Execution Date	21 January 2025		
*D., ,	avocuting above the D	adv Corporate confirms it is in compliance with	Section OF of the Bady Corne	rote and Community Management Act 1007	

When this Form should be used:

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

Guidance

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

Signer Authority Guidance:

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

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

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

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

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

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

Privacy Statement

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

4.	Sche	eme lan	d	
Lot	on Plan	Descrip	otion	Title Reference
Lot	1	on	SP 324763	51289996
Lot	2	on	SP 324763	51289997
Lot	3	on	SP 324763	51289998
Lot	101	on	SP 324763	51289999
Lot	102	on	SP 324763	51290000
Lot	103	on	SP 324763	51290001
Lot	104	on	SP 324763	51290002
Lot	105	on	SP 324763	51290003
Lot	106	on	SP 324763	51290004
Lot	107	on	SP 324763	51290005
Lot	108	on	SP 324763	51290006
Lot	201	on	SP 324763	51290007
Lot	202	on	SP 324763	51290008
Lot	203	on	SP 324763	51290009
Lot	204	on	SP 324763	51290010
Lot	205	on	SP 324763	51290011
Lot	206	on	SP 324763	51290012
Lot	207	on	SP 324763	51290013
Lot	208	on	SP 324763	51290014
Lot	301	on	SP 324763	51290015
Lot	302	on	SP 324763	51290016
Lot	303	on	SP 324763	51290017
Lot	304	on	SP 324763	51290018
Lot	305	on	SP 324763	51290019
Lot	306	on	SP 324763	51290020
Lot	307	on	SP 324763	51290021
Lot	308	on	SP 324763	51290022
Lot	401	on	SP 324763	51290023
Lot	402	on	SP 324763	51290024
Lot	403	on	SP 324763	51290025
Lot	404	on	SP 324763	51290026
Lot	405	on	SP 324763	51290027
Lot	406	on	SP 324763	51290028
Lot	407	on	SP 324763	51290029
Lot	408	on	SP 324763	51290030
Lot	501	on	SP 324763	51290031
Lot	502	on	SP 324763	51290032
Lot	503	on	SP 324763	51290033
Lot	504	on	SP 324763	51290034
Lot	505	on	SP 324763	51290035
Lot	506	on	SP 324763	51290036
Lot	601	on	SP 324763	51290037
Lot	602	on	SP 324763	51290038

Lot	603	on	SP 324763	51290039
Lot	604	on	SP 324763	51290040
Lot	605	on	SP 324763	51290041
Lot	606	on	SP 324763	51290042
Lot	701	on	SP 324763	51290043
Lot	702	on	SP 324763	51290044
Lot	703	on	SP 324763	51290045
Lot	704	on	SP 324763	51290046
Lot	705	on	SP 324763	51290047
Lot	706	on	SP 324763	51290048
			r CENTRA ON	51289995
			Titles Scheme	
5522	6			

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan		1	Contribution	Interest	
Lot	1	on	SP 324763	53	65
Lot	2	on	SP 324763	46	60
Lot	3	on	SP 324763	45	62
Lot	101	on	SP 324763	51	43
Lot	102	on	SP 324763	34	41
Lot	103	on	SP 324763	40	43
Lot	104	on	SP 324763	45	45
Lot	105	on	SP 324763	47	46
Lot	106	on	SP 324763	43	43
Lot	107	on	SP 324763	42	43
Lot	108	on	SP 324763	45	44
Lot	201	on	SP 324763	51	45
Lot	202	on	SP 324763	36	42
Lot	203	on	SP 324763	42	48
Lot	204	on	SP 324763	41	49
Lot	205	on	SP 324763	41	50
Lot	206	on	SP 324763	42	47
Lot	207	on	SP 324763	41	46
Lot	208	on	SP 324763	51	47
Lot	301	on	SP 324763	45	50
Lot	302	on	SP 324763	36	43
Lot	303	on	SP 324763	42	51
Lot	304	on	SP 324763	41	53
Lot	305	on	SP 324763	41	53
Lot	306	on	SP 324763	43	53
Lot	307	on	SP 324763	41	51
Lot	308	on	SP 324763	45	53
Lot	401	on	SP 324763	44	55
Lot	402	on	SP 324763	36	43
Lot	403	on	SP 324763	42	53
Lot	404	on	SP 324763	41	58
Lot	405	on	SP 324763	41	58
Lot	406	on	SP 324763	43	55
Lot	407	on	SP 324763	41	54
Lot	408	on	SP 324763	44	56
Lot	501	on	SP 324763	50	64
Lot	502	on	SP 324763	51	60
Lot	503	on	SP 324763	65	68
Lot	504	on	SP 324763	67	69
Lot	505	on	SP 324763	54	63
Lot	506	on	SP 324763	50	66
Lot	601	on	SP 324763	51	68
Lot	602	on	SP 324763	50	64
L			<u>I</u> .	.1	

	TOTALS			2516	3001
Lot	706	on	SP 324763	52	73
Lot	705	on	SP 324763	53	72
Lot	704	on	SP 324763	67	81
Lot	703	on	SP 324763	65	79
Lot	702	on	SP 324763	50	69
Lot	701	on	SP 324763	52	71
Lot	606	on	SP 324763	51	70
Lot	605	on	SP 324763	54	68
Lot	604	on	SP 324763	67	75
Lot	603	on	SP 324763	65	73

Statement pursuant to ss 66(1)(db) and (dc) of the Body Corporate and Community Management Act 1997 (Qld):

1. Contribution Schedule Lot Entitlements

The Contribution Schedule Lot Entitlement (CSLE) for the lots in the scheme have been decided in accordance with the relativity principle.

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

- A. how the scheme was structured;
- B. the nature, features and characteristic of the lots included in the scheme;
- C. the purpose for which the lots are used;
- D. the impact the lots may have on the costs of maintaining the common property; and
- E. the market values of the lots included in the scheme.

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

A. How the scheme was structured

The scheme is not part of a layered scheme and does not have mixed use lots, therefore the structure of the scheme does not effect the calculation of the CSLE.

B. The nature, features and characteristic of the lots included in the scheme

All lots are considered similar in their nature, features and characteristic and therefore this factor was not considered relevant in the calculation of the CSLE.

C. The purpose for which the lots are used

All lots are in the scheme are used for a similar purpose and therefore this factor was not considered relevant in the calculation of the CSLE.

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

The Body Corporate is part of a Building Format Plan and is responsible for the repair and maintenance of common property within the scheme. This includes the external walls and windows, roof, utility infrastructure and utility services. In allocating the CSLE the following features or characteristics of lots in the scheme

increase the burden that the lot places on the Body Corporate expenditure for the maintenance, cleaning and repair of the common property on the following basis:

- (a) The external windows and doors of the lot. Additional entitlements are added depending on whether the lot has five, six, seven or eight external windows and doors (for example) for which the Body Corporate has a duty to maintain and clean.
- (b) The level of the building on which the lot is situated. Additional entitlements are added depending on the level of the building in which the lot is located. The higher the lot in the building, the higher the cost of maintaining, cleaning and repairing windows, external walls, stairs and the higher the cost of maintaining the lift.

2. Interest Schedule Lot Entitlements

The Market Value Principle has been used to determine the Interest Schedule Lot Entitlements. The Interest Schedule Lot Entitlements reflect the respective market values of the lots.

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

Section 66(1) (g) of the Body Corporate and Community Management Act 1997 does not apply.

SCHEDULE C BY-LAWS

1 INTERPRETATION AND DEFINITIONS

- 1.1 In these by-laws unless the context indicates a contrary intention:
 - 1.1.1 Headings throughout the By Laws are for guidance only and are not to be used as an aid in the interpretation of the By Laws;
 - 1.1.2 Plurals shall include the singular and singular the plural;
 - 1.1.3 References to either gender shall include a reference to the other gender;
 - 1.1.4 A person includes their executor, administrators, successors, substitutes (eg: persons taking by novation) and assignors;
 - 1.1.5 Words importing persons will include all bodies, corporations, associations, trusts, partnerships, instrumentalities and entities corporate or unincorporated and vice versa;
 - 1.1.6 Any obligation on the part of or for the benefit of two or more persons will be deemed to bind or benefit as the case may be, any two or more of them jointly and each of them severally;
 - 1.1.7 References to any legislation includes any legislation which amends or replaces that legislation;
 - 1.1.8 A reference to any thing includes the whole or each part of it; and
 - 1.1.9 In interpreting these by-laws no rules of construction will apply to the disadvantage of a party because that party was responsible for the drafting of these by-laws or any part of them.
- 1.2 Throughout these By Laws, the following terms will, where the context permits, have the following meanings:
 - 1.2.1 "The Act" means the *Body Corporate and Community Management* Act 1997 as amended from time to time.
 - 1.2.2 "Body Corporate" means the Body Corporate of proprietors of the Community Titles Scheme referred to in Item 1 on page 1 of this CMS.

- 1.2.3 "Building" means a structure affixed to the Scheme Land of which the Lot or another Lot in the Scheme or the Common Property forms a part.
- 1.2.4 "Committee" means the committee of the Body Corporate elected in accordance with the Act.
- 1.2.5 "Common Property" means the common property, as defined in the Act and in the Plan.
- 1.2.6 "Invitee" means any person on the Scheme Land with the permission of an Occupier.
- 1.2.7 "Lot" means a Lot in the Community Titles Scheme and includes a unit constructed on the Lot.
- 1.2.8 "Original Owner" has the same meaning as in the Act.
- 1.2.9 "Owner or Occupier" means a person who is bound by the By Laws. It includes an Owner or Occupier of a Lot as those terms are defined in the Act.
- 1.2.10 "Scheme Land" has the same meaning as in the Act.

2 NOISE

2.1 The Occupier of a Lot must not create noise likely to interfere with the peaceful enjoyment of a person lawfully on another Lot or the Common Property.

3 VEHICLES

- 3.1 The Occupier 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, except for the designated visitor parking which must remain available at all times for the sole use of visitors' vehicles.
- 3.2 An approval under subsection (3.1) must state the period for which it is given, with the exception of designated visitor parking.
- 3.3 The Body Corporate may cancel the approval by giving 7 days written notice to the Occupier, with the exception of designated visitor parking.

4 OBSTRUCTION

- 4.1 The Occupier of a Lot must not obstruct the lawful use of the Common Property by someone else.
- 4.2 No gates or security doors are to be placed at the entry of the scheme, preventing access to visitor car parking bays or Occupier's car parks.

5 DAMAGE TO LAWNS ETC.

- 5.1 The Occupier of a Lot must not, without the Body Corporate's written approval:-
 - (a) damage a lawn, garden, tree, shrub, plant or flower on the Common Property; or
 - (b) use a part of the Common Property as a garden; or
 - (c) re-organise the gardens on the Common Property
- 5.2 An approval under subsection (5.1) must state the period for which it is given.
- 5.3 However, the Body Corporate may cancel the approval by giving seven (7) days written notice to the Occupier.

6 DAMAGE TO COMMON PROPERTY

- 6.1 An Occupier of a Lot must not, without the Body Corporate's written approval, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the Common Property.
- 6.2 However, an Occupier may install a locking or safety device to protect the Lot against intruders, or a screen to prevent entry of animals or insects, if the device or screen is soundly built and is consistent with the colour, style and materials of the Building.
- 6.3 The Owner of a Lot must keep a device installed under subsection 6.2 in good order and repair.

7 BEHAVIOUR OF INVITEES

7.1 An Occupier of a Lot must take reasonable steps to ensure that the Occupier's Invitees do not behave in a way likely to interfere with the peaceful enjoyment of another Lot or the Common Property.

8 LEAVING OF RUBBISH ETC. ON THE COMMON PROPERTY

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

9 APPEARANCE OF LOT

- 9.1 The Occupier of a Lot must not, without the Body Corporate's written approval, make a change to the external appearance of the Lot unless the change is minor and does not detract from the amenity of the Lot and its surrounds.
- 9.2 The Occupier of a Lot must not, without the Body Corporate's written approval, 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.
- 9.3 By Law 9.2 does not apply to a real estate advertising sign for the sale or letting of the Lot if the sign is of a reasonable size.
- 9.4 An Occupier of a Lot must not, without the Body Corporate's written approval, install an air-conditioning system or device, television antenna, satellite dish or radio aerial on the Lot or in any exclusive use area allocated to a Lot.
- 9.5 External air conditioning or mechanical plant installations installed pursuant to 9.4 above must be appropriately screened.
- 9.6 Screening for any externally mounted air conditioning or mechanical plant installations must be carried out in accordance with the following requirements:-
 - (a) Unscreened installations on the Scheme Land must not be visible from the Common Property or another Lot; and
 - (b) Any installations which are required to be located on roof, wall or garden areas must be appropriately screened or shaped according to the acoustic requirements of the Body Corporate 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.
- 9.7 Any screens installed in accordance with subsection 9.6 may only be installed with the written approval of the body corporate in relation to the design and colour etc of the screen

10 STORAGE OF FLAMMABLE MATERIALS

- 10.1 The Occupier of a Lot must not, without the Body Corporate's written approval, store a flammable substance on the Common Property.
- 10.2 The Owner or Occupier of a Lot must not do or keep anything on his Lot which would increase the rate of fire insurance on the Building or any property on the subject land or which would conflict with the laws and / or regulations relating to fires or any insurance policy upon the Building or any property on the subject land, or the regulations or ordinances of any public authority for the time being in force.

- 10.3 However, this section does not apply to the storage of fuel in:-
 - (a) the fuel tank of a vehicle, boat, or internal combustion engine; or
 - (b) a tank kept on a vehicle or boat in which the fuel is stored under the requirements of the law regulating the storage of flammable liquid.

11 GARBAGE DISPOSAL

- 11.1 In this clause 11 these expressions have the meaning shown:-
 - (a) changeover area means the designated bin coral located on the ground floor of the building.
- 11.2 Occupiers must:-
 - (a) only place general waste in the bins located in the changeover area, either directly or by using the waste chute situated on each level of the Building
 - (b) if the Lot is situated on a level in a Building that has a recycling bin storage area, place recyclable waste in the recycling bins stored in the recycling bin storage area situated on that level or in the recycling bins located in the changeover area.
 - (c) not move any of the bins from the changeover area or the recycling bin storage area.
 - (d) comply with all local government local laws about disposal of garbage;
 - (e) ensure that the Occupier does not, in disposing of garbage, adversely affect the health, hygiene or comfort of the Occupiers of other lots;
 - (f) comply with any conditions notified in the changeover area as to what articles may be placed within the general and recyclable refuse bins, or how they may be wrapped or contained to prevent damage to the bins or compactor, and with all local authority By-Laws and ordinances relating to the disposal of garbage

12 APPROVALS AND KEEPING OF ANIMALS

- 12.1 A Lot Owner or Occupier must not:
 - (a) Keep or bring an animal on the Lot or Common Property; or
 - (b) Permit an invitee to keep or bring an animal on the Lot or Common Property.

Without first obtaining written approval from the Body Corporate.

- 12.2 Conditions for Approval
 - 12.2.1 Approval for keeping an animal is subject to the following conditions:
 - (a) The animal's presence on the Scheme land must not contravene any laws.
 - (b) Dogs and cats must be registered with a Local Council and microchipped.
 - (c) The animal is not allowed on Common Property except for transit purposes in or out of the Schemes land.
 - (d) The animal must be on a lead or adequately restrained while on Common Property.
 - (e) Animals must be carried or wheeled through the entrance foyer or walked through the basement carpark when entering or leaving the building.
 - (f) The animal must be kept in good health and free from fleas and parasites.
 - (g) The animal must not cause a nuisance or unreasonably interfere with any person's use or enjoyment of another Lot or Common Property.

- (h) Any animal waste must be disposed of properly to avoid noxious odours or contamination of the Scheme.
- (i) Reasonable steps must be taken to minimise the transfer of airborne allergens from the animal, such as regular vacuuming and grooming.
- 12.3 The Body Corporate Committee may withdraw approval if the Lot Owner, Occupier, or their invitee fails to comply with any of the stated conditions. Upon withdrawal of approval, the animal must be removed from the Scheme land at the Owners cost.
- The approval applies only to the specific animal in the application and does not permit the keeping of additional, replacement, or substitute animals on the Lot.
- 12.5 A person with a disability under the *Guide, Hearing and Assistance Dogs Act* 2009 who relies on a guide, hearing or assistance dog and who has the right to be on a lot included in a Community Title Scheme, or on the Common Property, has the right to be accompanied by a guide, hearing or assistance dog while on the Lot or Common Property.
- 12.6 A person mentioned in subsection 12.5 who is the Owner or Occupier of a Lot included in a Community Titles Scheme has the right to keep a guide, hearing or assistance dog on the Lot.

13 DEBT RECOVERY

13.1 A person shall pay on demand the whole of the Body Corporate's costs and expenses (including solicitor and own client costs) such an amount deemed to be a liquidated debt due in recovery such levies or monies duly levied upon that person by the Body Corporate.

14 RECOVERY BY BODY CORPORATE

14.1 Where the Body Corporate expends money to make good damage caused by a breach of the Act or of these by-laws by any Owner or Occupier or by any of their guests, servants, employees, agents, children, Invitees and licensees, the Body Corporate 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.

15 AWARENESS OF BY-LAWS

15.1 All Occupiers must be advised of the requirements contained within this Community Management Statement.

16 COMPLAINTS AND APPLICATIONS

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

17 ENCLOSURE OF BALCONIES & TERRACES

17.1 Unless approved by the Body Corporate, all balconies and terraces shown on the approved drawings and documents, are to remain unenclosed with no shutters, glazing, louvers or similar permanent fixtures other than those consistent with the relevant Building Code and clearly depicted on the Approved Drawings.

18 DISPLAY UNIT

18.1 While the Original Owner remains an Owner of any Lots in the Building it and its officers, servants and/or agents shall be entitled to use any Lots of which it is registered Owner as a display units and shall be entitled to allow prospective purchasers to inspect such lots and for such purposes be able to use such signs advertising or display material in or about the Building and Common Property, as it thinks fit. Such signs shall be attractive and tasteful having regard to the general appearance of the Building, and shall not at any time, be more in terms of number and size, than is reasonably necessary PROVIDED HOWEVER that the Original Owner, its officers, servants and/or agents exercising its rights pursuant to this clause shall not cause any disruption or any inconvenience to any Owner in its use enjoyment and occupation of the Lots.

19 USE OF LOTS

- 19.1 Each Lot must be used for residential purposes only and not for any illegal, unlawful or immoral purpose.
- 19.2 While the Original Owner remains an Owner of any Lot in the Building it and its officers, servants and/or agents shall be entitled to use:
 - 19.1.1 any Lot of which it is registered Owner for commercial and/or business purposes; and
 - 19.1.2 the visitor carparks for staff and customer parking,

20 USE OF COMMON PROPERTY

20.1 An Owner or Occupier of a Lot or their Invitees must not smoke cigarettes, cigars or other tobacco or narcotic products or consume narcotic substances on the Common Property.

21 MAINTENANCE OF AIR CONDITIONING EQUIPMENT

21.1 The Owner or Occupier of a Lot must maintain at its own cost the air conditioning equipment for its own Lot in good working order and repair in a good condition and generally to the satisfaction of the Body Corporate.

22 AIR-CONDITIONING

- 22.1 Owners and Occupiers acknowledge and accept that:-
 - (a) the Body Corporate has an obligation to recover the costs of it providing or procuring others to provide services or amenities from the users for those services or amenities;
 - (b) utility infrastructure comprising air-conditioning systems may be located on Common Property adjoining or proximate to lots in the Scheme or otherwise within boundaries of lots.
- To the extent that air-conditioning equipment is located on and forms part of a lot (other than being located within a boundary structure) and supplies services to that lot, only the Owner of that lot acknowledges and accepts its obligations under the Act and Module to meet all costs of the operation, maintenance and replacement of the air-conditioning equipment.

23 REPAIRS

23.1 All repairs to lots will be carried out promptly and in a workmanlike manner by the Owners or Occupiers of the lots.

24 VISITORS' CAR PARK

- 24.1 Access to visitor spaces for bona fide visitors must not be restricted, other than for normal maintenance and repair.
- 24.2 An Owner or Occupier of a lot must not park or stand any motor vehicle or other vehicle upon areas set aside for visitor car parking.
- 24.3 An Owner or Occupier of a lot must ensure that their invitees use the visitor car parking area only for its intended purpose of casual parking within the rules set form time to time by the Committee of the Body Corporate (which rules must provide that areas of casual parking must not be used for more than three (3) hours at a time.
- 24.4 Visitor car parks required under a development approval for the Scheme Land cannot be the subject of an allocation of exclusive rights under these by-laws.

25 USE OF RECREATION FACILITIES

25.1 In relation to the use of the outdoor barbecue area and adjacent recreation areas (Recreation Facilities) an

Owner or Occupier must ensure:

- (a) that invitees and guests do not use the same or any of them unless accompanied by an Owner or Occupier;
- (b) that children below the age of thirteen (13) years are accompanied by an adult Owner or Occupier exercising effective control over them when using the Recreation Facilities;
- (c) that glass containers or receptacles of any type are not taken to or allowed to remain in or immediately around the pool situated in the Common Property;
- (d) that caution is exercised at all times and their behaviour and that of their invitees does not interfere with the use and enjoyment of the Recreation Facilities by other persons;
- (e) that no use is made of the Recreation Facilities between the hours of 10.00pm and 7.00am or other house set from time to time by the Committee of the Body Corporate;
- (f) that the Owner or Occupier and their invitees and guests are suitably attired at all times; and
- (g) that the Owner or Occupier and their invitees and guests obey any lawful direction given to them by the Body Corporate or the Manager or as noted on any notices/signs in or near the Recreation Facilities.

26 RULES - RECREATION FACILITIES

26.1 The Committee may make rules relating to the use of the Recreation Facilities (including booking systems) not inconsistent with these by-laws and those rules must be observed by Owners and Occupiers.

27 MAINTENANCE OF RECREATION FACILITIES

27.1 An Owner or Occupier of a lot must not without proper authority operate, adjust or interfere with the operation of any equipment associated with the Recreation Facilities.

28 INSTRUCTIONS TO CONTRACTORS ETC

28.1 Owners must not directly instruct any contractors or workmen engaged or employed by the Body Corporate unless authorised by the Body Corporate, the Committee or the Manager.

29 RIGHT OF ENTRY

- 29.1 An Owner or Occupier, upon receiving reasonable notice from the Committee, must allow the Body Corporate or any contractors, sub-contractors, workmen or other person authorised by it (including the Manager as service contractor to the Body Corporate) the right of access to the relevant lot for the purpose of carrying out works, maintenance, reading meters or effecting repairs on any utility infrastructure or utility service or other system or service, whether to the relevant lot, to an adjoining lot, to Common Property or for any other purposes permitted under these by-laws, the Act or the Module.
- 29.2 If in the reasonable opinion of the Committee there is a matter of sufficient emergency no notice will be necessary to access under By-Law 29.1. Works or repairs will be at the expense of the Owner or Occupier of the lot in the case where the need for such works or repairs is due to any act or default of the Owner or Occupier or their guests, servants or agents. Any access under this by-law does not constitute trespass. The Committee in exercising the powers under this by-law must ensure that its servants, agents and employees cause as little inconvenience to the Owner or Occupier of the lot as is reasonable in the circumstances or for any other purpose permitted under these by-laws, the Act or the Module.
- 29.3 Without limiting anything in these by-laws, the Act or the Module, an Owner and Occupier must allow access through their lot to other Owners and Occupiers in the case of an emergency to access fire stairs or other emergency exits.

30 FUNCTIONS OF BODY CORPORATE

- 30.1 The Body Corporate has the right in the exercise of its powers, duties and under the Act and the Module to:
 - (a) Provide services and amenities or cause third parties to do so, for the benefit of Owners and Occupiers and the Common Property including a permanent on-site caretaker to provide caretaking duties in respect of the Common Property, and other areas or features adjacent to or neighbouring the Scheme Land in respect of which the Body Corporate holds rights); and
 - (b) For the benefit of Owners and Occupiers authorise a person or entity to offer services and amenities to lot Owners and Occupiers on a voluntary basis including a letting service.
- 30.2 The Body Corporate is empowered under the Act and Module to enter into agreements in respect of the matters in By-Law 30.1 which may include any or all of the following and which may be established and be procured at the instigation of the Original Owner (subject to requirements under the Act and Module as to the terms and conditions of the relevant agreements):
 - (a) an agreement or agreements for the caretaking, security, management and/or maintenance of the Common Property and the letting of lots in the Scheme on behalf of Owners;
 - (b) an agreement or agreements for the appointment of a body corporate manager for the performance of (inter alia) certain duties and obligations of the secretary and treasurer of the Body Corporate and such other duties and obligations as the Body Corporate deems appropriate;
 - (c) an agreement or agreements for the purpose of better seeing to the proper functioning operation and management of the Scheme or building comprising the Scheme Land or for the purpose of ensuring the proper functioning of the duties and powers for the Body Corporate and of the Committee of the Body Corporate including under any agreement with the Body Corporate;
 - (d) an agreement with an energy provider and/or an energy resources consultant in relation to the provision of utility services to the Scheme Land and lots in the Scheme;
 - (e) an agreement with the Original Owner in connection with the progressive development of the Scheme Land and the recording of new Community Management Statements in consequence of the progressive development of the Scheme Land;
 - (f) an agreement with any person in relation to licensing or leasing any part of the Scheme Land or any other land outside of the Scheme Land;
 - (g) an agreement in relation to allowing members of the Scheme to use facilities located on other land and for the Body Corporate to contribute to the costs of maintenance, repair and replacement of such facilities (as rights comprising Body Corporate Assets); and
 - (h) an agreement or agreements for the provision of entertainment, telecommunication or other services and amenities to lots or the Common Property.

31 SECURITY

- 31.1 A security system may operate within the building in which Scheme Land is located and from within the Scheme Land. Utility infrastructure comprised in a security system may be Common Property for the Scheme or be the subject of utility infrastructure agreements under which ownership of the utility infrastructure is preserved to another party. Any security system may be part of an integrated services and communications system for the building in which the Scheme Land is located and be the subject of agreements with third parties in respect of the management and operation of the system and be controlled and regulated by those agreements or under the CMS.
- 31.2 The Body Corporate is not responsible to an Owner (and the Owner is not entitled to make any clam for compensation or damages) in the event of a failure of all or any of the security systems to operate in the manner in which they are intended (provided the Body Corporate has complied with its obligations in respect of maintenance of utility infrastructure for the system). Where the failure to operate arises from a malfunction

- of the security equipment in a lot, then the Owner must allow the Body Corporate by its servants, agents or contractors to enter upon the lot (upon one (1) days notice) except in the case where the circumstances require immediate entry.
- 31.3 The Committee is entitled to make rules and regulations for the benefit of all Owners regulating the security system and the operation of it on the Scheme. Rules and regulations made by the Committee must not be inconsistent with these by-laws, the Act or Module. Owners must comply with and ensure compliance by Occupiers with rules and regulations made by the Committee and which are enforced from time to time.

32 EXCLUSIVE USE AND AUTHORISED ALLOCATIONS – CAR PARKING

- Owners and Occupiers of lots have the exclusive use of or special rights about parts of the Common Property or areas the subject of rights comprising Body Corporate Assets for the purpose of car parking as described and identified in Schedule E and the relevant exclusive use plans annexed to this Community Management Statement.
- 32.2 The Original Owner or an agent of the Original Owner may allocate exclusive use of, or other special rights for, part of the Common Property or allocate rights comprising Body Corporate Assets to lots in the Scheme for the purpose of car parking.
- 32.3 The Original Owner or its agent, as the case requires, must provide details of authorised allocations to the Body Corporate within the time frames specified in the Act and ensure that the details of all authorised allocations made under this by-law are recorded in a new Community Management Statement as required under the Act and Module.
- 32.4 Areas the subject of an exclusive right under this by-law are to be used for car parking only and may, not be used for storage unless it is located within a built enclosure.
- 32.5 Owners and Occupiers must not create or allow a nuisance to be created in any such area.
- 32.6 Each Owner is responsible for keeping areas the subject of exclusive rights under this by-law clean from litter, residues, marks and oil.
- 32.7 The Original Owner or the Original Owners' agent (whichever authorised the allocation) may revoke the authorised allocation made under this by-law, but only with the written consent of the Owner of the lot that has the benefit of the authorised allocation.

33 EXCLUSIVE USE AND AUTHORISED ALLOCATIONS – STORAGE AREAS

- Owners and Occupiers of lots have the exclusive use of or special rights about parts of the Common Property or areas the subject of rights comprising Body Corporate Assets for the purpose of storage as described and identified in Schedule E and the relevant exclusive use plans annexed to this Community Management Statement.
- 33.2 The Original Owner or an agent of the Original Owner may allocate exclusive use of or other special rights for parts of the Common Property or allocate rights comprising Body Corporate Assets to lots in the Scheme for the purpose of storage.
- 33.3 The Original Owner or its agent, as the case requires, must provide details or authorised allocations to the Body Corporate within the time frames specified in the Act and ensure that the details of all authorised allocations made under this by-law are recorded in a new Community Management Statement as required under the Act and the Module.
- 33.4 The areas the subject of the authorised allocation made under this by-law are to be used by the Occupiers of each lot as a storage space area only. The Occupier with the right to use the area the subject of the authorised allocation must comply with the terms of any by-law or other requirement (including those of government agencies) restricting the storage of flammable liquids, gases or other materials with respect to the storage space.

33.5 Each Owner is responsible for keeping their exclusive use storage space and storage device clean and in a neat and tidy condition and must be responsible for the maintenance, operating costs and upkeep of the exclusive use storage space areas and any locker, cage or enclosure on the storage space. If an Owner fails to undertake such obligations, the Body Corporate may attend to such works and recover the costs of such works from the Owner as a liquidated debt.

34 SMOKING/E-CIGARETTE BAN IN COMMON AND OUTDOOR AREAS

- 34.1 A Lot-Owner, Occupier, or their invitees must not smoke, or permit the smoking of a tobacco product, e-cigarette or any other substance;
 - (a) Anywhere on the Common Property; or
 - (b) In a Lot or on the balcony of a Lot, in circumstances where another person's use or enjoyment of another Lot of Common Property is unreasonably interfered with by the smoke drift.
- 34.2 A Lot Owner, Occupier or their invitees must not dispose of cigarette butts, ash or e-cigarette utensils by throwing such items from the balcony of a Lot and must dispose of by putting such items in a closed container in the Lot.

For the purpose of this By-Law, the term e-cigarette includes devices commonly referred to as the following:

- Electronic cigarettes;
- Electronic nicotine delivery systems (ENDS);
- Electronic non-nicotine delivery systems (ENNDS);
- Alternative nicotine delivery systems (ANDS);
- Nicotine vaping products (NVP);
- Personal vaporisers;
- E-hookahs;
- · Vape pens;
- Vapes.

35 E-BIKES AND E-SCOOTERS

- To enhance the safety of residents and reduce the risk of property damage, an owner or occupier of a Lot must not, without the Body Corporate's prior written approval:
 - (a) Bring onto the Common Property; or
 - (b) Store or charge in a Lot.
- 35.2 An owner or occupier granted approval under this by-law must comply with all conditions of that approval, including but not limited to the following:
 - (a) The E-Device shall be carried or wheeled by walking it across the Common Property except for the basement car parks where, if ridden, the E-Device shall not exceed a maximum speed of five (5) KPH.
 - (b) In transporting the E-Device across the Common Property, the E-Device owner must ensure that it does not unreasonably interfere with or obstruct another person lawfully on the Common Property;
 - (c) Providing copies of the E-Device documentation confirming the E-Device has a manufacturer-approved battery and charger with an output voltage that matches the E-Device's rated battery voltage as specified by the manufacturer;
 - (d) The E-Device, its associated manufacturer-approved battery and charger and other related equipment shall;
 - (i) comply with all ongoing relevant laws, standards and regulations; and,
 - (ii) be kept and maintained in good condition.

- (e) The E-Device is not a device prohibited by legislation or regulation.
- (f) Charging the E-Device's battery must not occur:
 - (i) Within the Lot in a well-ventilated shaded area with reasonable space separating the E-Device from other chattels or flammable materials;
 - (ii) when the Owner, Occupier or E-Device owner is present. The E-Device shall not be left charging unattended for any time whatsoever; and
 - (iii) using the E-Device's manufacturer-approved charger and in accordance with the manufacturer's charging instructions.
- 35.3 If the owner or occupier fails to meet any of the approval conditions, the Body Corporate may withdraw its approval.
- 35.4 If the Body Corporate withdraws its approval, the owner or occupier must remove the E-Device from the scheme land at the Owners cost.

36 NUISANCE

- 36.1 A Lot Owner, occupier of a Lot, or their invitee must not use, or permit the use of, the Lot or the Common Property in a way that:
 - (a) Causes a nuisance or hazard; or
 - (b) Interferes unreasonably with the use or enjoyment of another Lot included in the scheme; or
 - (c) Interferes unreasonably with the use or enjoyment of he Common Property by a person who is lawfully on the common property.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

Statutory Easements and Services Location Diagram

Pursuant to section 66 (1) (d) (iii) of the *Body Corporate and Community Management Act 1997* each of the following Lots and Common Property is subject to and has benefit of the following statutory easements.

Pursuant to section 66 (1) (d) (ii) of the *Body Corporate and Community Management Act 1997*, a Services Location Diagram is attached entitled "Services Location Diagram and marked "C" -

	Lot on Plan			Statutory Easement	Services Location Diagram		
Lot	1	on	SP 324763	Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support	С		
Lot	2	on	SP 324763	Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support	С		
Lot	3	on	SP 324763	Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support	С		
Lot	101	on	SP 324763	Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support	С		
Lot	102	on	SP 324763	Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support	С		
Lot	103	on	SP 324763	Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support	С		
Lot	104	on	SP 324763	Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support	С		
Lot	105	on	SP 324763	Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support	С		

106	on	SP 324763	Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support	С
107	on	SP 324763	Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support	С
108	on	SP 324763	Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support	С
201	on	SP 324763	Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support	С
202	on	SP 324763	Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support	С
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Lot	702	on	SP 324763	Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support	С
Lot	703	on	SP 324763	Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support	С
Lot	704	on	SP 324763	Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support	С
Lot	705	on	SP 324763	Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support	С
Lot	706	on	SP 324763	Telstra, Electricity, Stormwater, Water, Sewer, Projections, Shelter, Support	С
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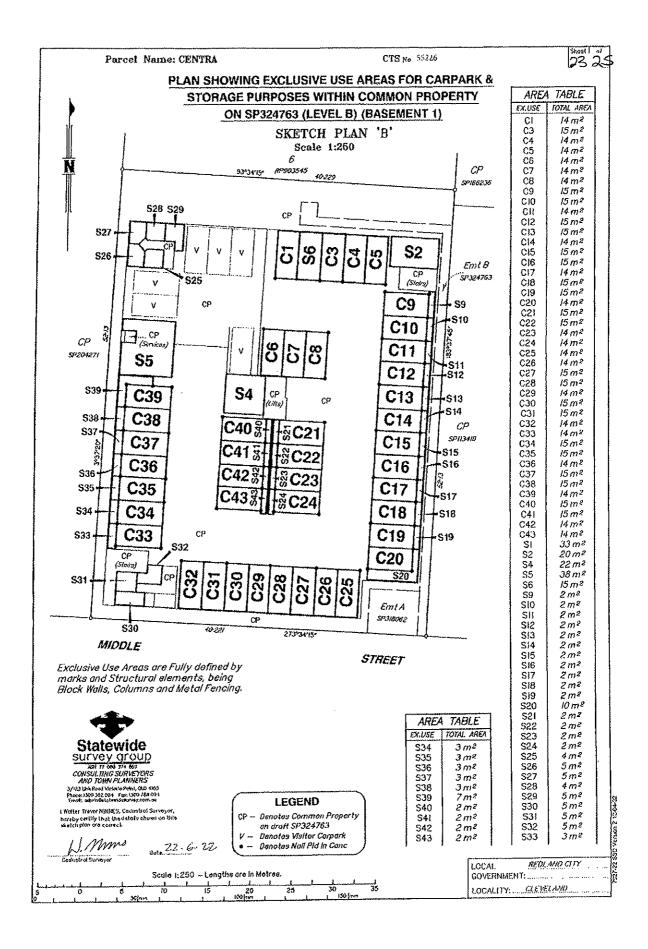
SCHEDULE E DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY

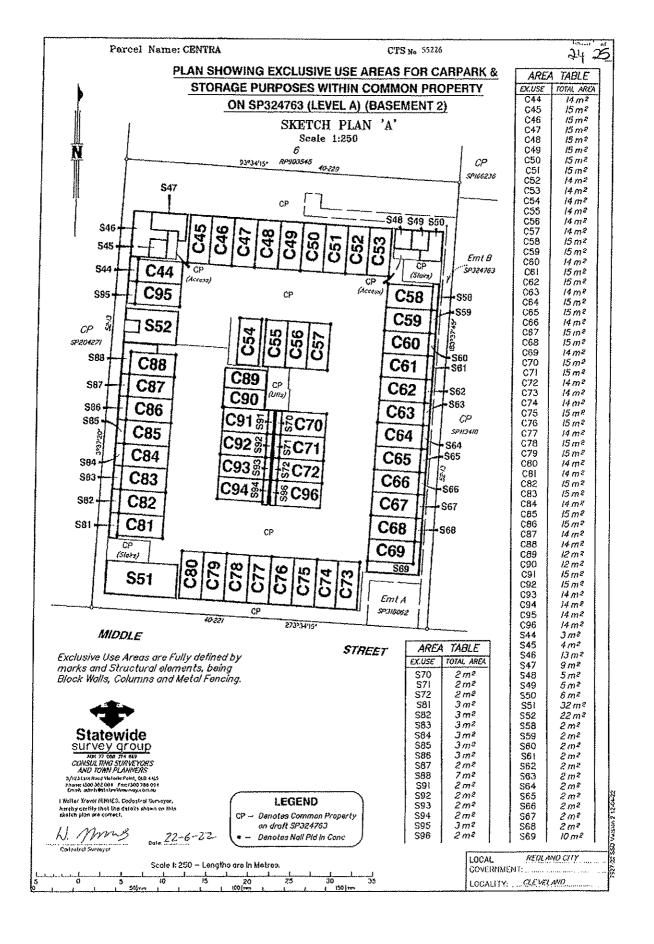
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					Carparking			
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Lot	2	on	SP 324763	Area(s)	C9	on Plan No	В	Carparking
Lot	3	on	SP 324763	Area(s)	C67	on Plan No	Α	Carparking

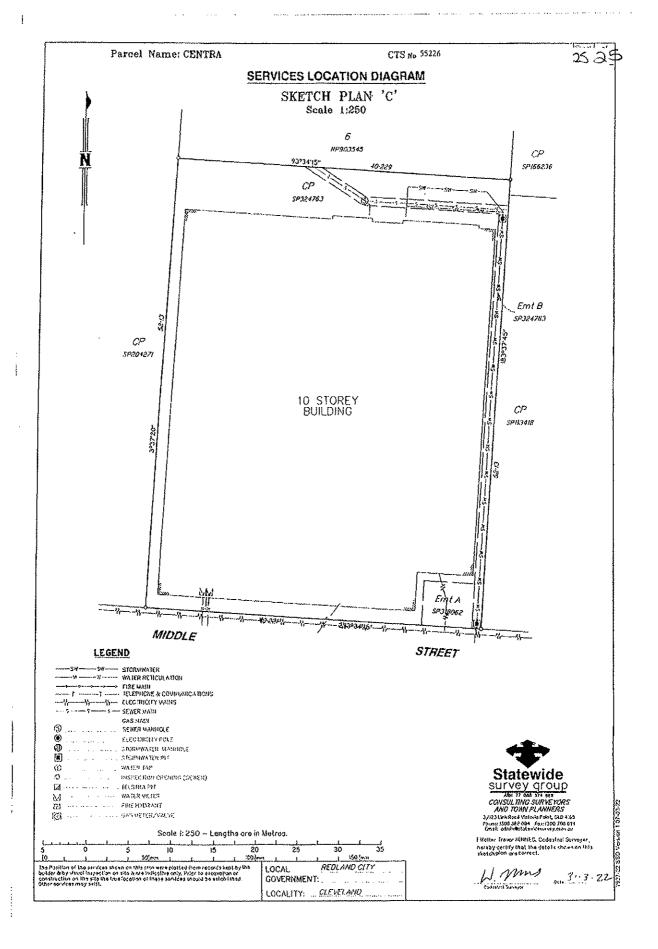
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Lot 2		on	SP 324763	Area(s)	C86, C76	on Plan No	Α	Carparking
Lot 2		on	SP 324763	Area(s)	C24, C27	on Plan No	В	Carparking
	201	on	SP 324763	Area(s)	C13 & C25	on Plan No	В	Carparking
h	202	on	SP 324763	Area(s)	C10 & C54	on Plan No	В	Carparking
Lot 2	203	on	SP 324763	Area(s)	C91	on Plan No	Α	Carparking
Lot 2	204	on	SP 324763	Area(s)	C92 & C74	on Plan No	Α	Carparking
Lot 2	205	on	SP 324763	Area(s)	C66 & C75	on Plan No	Α	Carparking
Lot 2	206	on	SP 324763	Area(s)	C40 & C26	on Plan No	В	Carparking
Lot 2	207	on	SP 324763	Area(s)	C53 & C58	on Plan No	Α	Carparking
	208	on	SP 324763	Area(s)	C6 & C14	on Plan No	В	Carparking
	301	on	SP 324763	Area(s)	C80, C81	on Plan No	Α	Carparking
	302	on	SP 324763	Area(s)	C82	on Plan No	А	Carparking
	303	on	SP 324763	Area(s)	C93	on Plan No	Α	Carparking
I	304	on	SP 324763	Area(s)	C87 & C90	on Plan No	Α	Carparking
ļ	305	on	SP 324763	Area(s)	C85, C77	on Plan No	Α	Carparking
	306	on	SP 324763	Area(s)	C15	on Plan No	В	Carparking
	307	on	SP 324763	Area(s)	C37, C30	on Plan No	В	Carparking
	308	on	SP 324763	Area(s)	C8, C16	on Plan No	В	Carparking
	401	on	SP 324763	Area(s)	C1	on Plan No	В	Carparking
	402	on	SP 324763	Area(s)	C70	on Plan No	Α	Carparking
	403	on	SP 324763	Area(s)	C61	on Plan No	Α	Carparking
Lot 4	404	on	SP 324763	Area(s)	C32, C33	on Plan No	В	Carparking
	405	on	SP 324763	Area(s)	C31 & C34	on Plan No	В	Carparking
}	406	on	SP 324763	Area(s)	C59 & C60	on Plan No	Α	Carparking
Lot 4	407	on	SP 324763	Area(s)	C55 & C71	on Plan No	Α	Carparking
\vdash	408	on	SP 324763	Area(s)	C29 & C96	on Plan No	А	Carparking
	501	on	SP 324763	Area(s)	C50 & C49	on Plan No	Α	Carparking
\vdash	502	on	SP 324763	Area(s)	C88 & C89	on Plan No	Α	Carparking
	503	on	SP 324763	Area(s)	C19, C20 &	on Plan No	В	Carparking
ļ	504	on	SP 324763	Area(s)	C45 & C46	on Plan No	Α	Carparking
	505	on	SP 324763	Area(s)	C44 & C95	on Plan No	Α	Carparking
Lot 5	506	on	SP 324763	Area(s)	C62 & C63	on Plan No	Α	Carparking
Lot 6	601	on	SP 324763	Area(s)	C57 & C56	on Plan No	Α	Carparking
Lot 6	602	on	SP 324763	Area(s)	C72	on Plan No	Α	Carparking
Lot 6	603	on	SP 324763	Area(s)	C35 & C36	on Plan No	В	Carparking
Lot 6	604	on	SP 324763	Area(s)	C22 & C23	on Plan No	В	Carparking
Lot (605	on	SP 324763	Area(s)	C38 & C39	on Plan No	В	Carparking
	606	on	SP 324763	Area(s)	C68, C69 & C73	on Plan No	A & B	Carparking
Lot	701	on	SP 324763	Area(s)	C51 & C52	on Plan No	Α	Carparking
Lot	702	on	SP 324763	Area(s)	C47 & C48	on Plan No	Α	Carparking

Lot	703	on	SP 324763	Area(s)	C11 & C12	on Plan No	В	Carparking
Lot	704	on	SP 324763	Area(s)	C3, C4, C5	on Plan No	В	Carparking
Lot	705	on	SP 324763	Area(s)	C17, C18	on Plan No	В	Carparking
Lot	706	on	SP 324763	Area(s)	C64 & C65	on Plan No	Α	Carparking
						-1		
					Storage			
Lot	1	on	SP 324763	Area(s)	\$43	on Plan No	В	Storage
Lot	2	on	SP 324763	Area(s)	\$9	on Plan No	В	Storage
Lot	3	on	SP 324763	Area(s)	S67	on Plan No	Α	Storage
Lot	101	on	SP 324763	Area(s)	S83	on Plan No	А	Storage
Lot	102	on	SP 324763	Area(s)	S41	on Plan No	В	Storage
Lot	103	on	SP 324763	Area(s)	S42	on Plan No	В	Storage
Lot	104	on	SP 324763	Area(s)	S94	on Plan No	Α	Storage
Lot	105	on	SP 324763	Area(s)	S84	on Plan No	А	Storage
Lot	106	on	SP 324763	Area(s)	S21 & S25	on Plan No	В	Storage
Lot	107	on	SP 324763	Area(s)	S86	on Plan No	Α	Storage
Lot	108	on	SP 324763	Area(s)	S24	on Plan No	В	Storage
Lot	201	on	SP 324763	Area(s)	S13	on Plan No	В	Storage
Lot	202	on	SP 324763	Area(s)	S10 & S50	on Plan No	В	Storage
Lot	203	on	SP 324763	Area(s)	S91	on Plan No	A	Storage
Lot	204	on	SP 324763	Area(s)	S92	on Plan No	Α	Storage
Lot	205	on	SP 324763	Area(s)	\$66	on Plan No	Α	Storage
Lot	206	on	SP 324763	Area(s)	S40	on Plan No	В	Storage
Lot	207	on	SP 324763	Area(s)	S58	on Plan No	Α	Storage
Lot	208	on	SP 324763	Area(s)	S14	on Plan No	В	Storage
Lot	301	on	SP 324763	Area(s)	S81	on Plan No	Α	Storage
Lot	302	on	SP 324763	Area(s)	S82	on Plan No	Α	Storage
Lot	303	on	SP 324763	Area(s)	S93	on Plan No	Α	Storage
Lot	304	on	SP 324763	Area(s)	S87	on Plan No	Α	Storage
Lot	305	on	SP 324763	Area(s)	S85	on Plan No	Α	Storage
Lot	306	on	SP 324763	Area(s)	S15 & S28	on Plan No	В	Storage
Lot	307	on	SP 324763	Area(s)	S37	on Plan No	В	Storage
Lot	308	on	SP 324763	Area(s)	S16	on Plan No	В	Storage
Lot	401	on	SP 324763	Area(s)	S6 & S48	on Plan No	A&B	Storage
Lot	402	on	SP 324763	Area(s)	S70	on Plan No	Α	Storage
Lot	403	on	SP 324763	Area(s)	S61	on Plan No	Α	Storage
Lot	404	on	SP 324763	Area(s)	\$33	on Plan No	В	Storage
Lot	405	on	SP 324763	Area(s)	S31, S34	on Plan No	В	Storage
Lot	406	on	SP 324763	Area(s)	S59 & S60	on Plan No	Α	Storage
Lot	407	on	SP 324763	Area(s)	S71	on Plan No	Α	Storage
Lot	408	on	SP 324763	Area(s)	S96	on Plan No	Α	Storage
Lot	501	on	SP 324763	Area(s)	S49	on Plan No	Α	Storage
Lot	502	on	SP 324763	Area(s)	S88	on Plan No	Α	Storage
Lot	503	on	SP 324763	Area(s)	S19, S20, S51 & S52	on Plan No	A&B	Storage
Lot	504	on	SP 324763	Area(s)	\$4	on Plan No	В	Storage

Lot	505	on	SP 324763	Area(s)	S44, S95 & S46	on Plan No	Α	Storage
Lot	506	on	SP 324763	Area(s)	S62 & S63	on Plan No	Α	Storage
Lot	601	on	SP 324763	Area(s)	S26	on Plan No	Α	Storage
Lot	602	on	SP 324763	Area(s)	S72	on Plan No	Α	Storage
Lot	603	on	SP 324763	Area(s)	S27, S29, S35 & S36	on Plan No	В	Storage
Lot	604	on	SP 324763	Area(s)	S22 & S23	on Plan No	В	Storage
Lot	605	on	SP 324763	Area(s)	S38 & S39	on Plan No	В	Storage
Lot	606	on	SP 324763	Area(s)	S47,S68 & S69	on Plan No	A&B	Storage
Lot	701	on	SP 324763	Area(s)	S32	on Plan No	В	Storage
Lot	702	on	SP 324763	Area(s)	S45	on Plan No	Α	Storage
Lot	703	on	SP 324763	Area(s)	S11 & S12	on Plan No	В	Storage
Lot	704	on	SP 324763	Area(s)	\$2	on Plan No	В	Storage
Lot	705	on	SP 324763	Area(s)	S17 & S18	on Plan No	В	Storage
Lot	706	on	SP 324763	Area(s)	S64, S65 & S30	on Plan No	Α	Storage







CENTRA ON MIDDLE CTS 55226

ABN: 63559956645 152 Middle Street CLEVELAND QLD 4163

Accounts enquiries: (07) 3479 9300 Accounts email: accounts.cleveland@whittles.com.au

TAX INVOICE

B & R W Ralph Unit 605 152 Middle Street CLEVELAND QLD 4163 Your account number **RALP00**

Date of issue 21 May 2025

Total amount payable

\$1855.00

New charges due for payment 1 Jul 2025

Property Address Lot 605,152 Middle Street CLEVELAND QLD 4163

Lot number 605 Unit number 605

Details	Period	Amount	GST Incl	Total
Admin Fund Contributions	01/07/25 to 30/09/25	1285.00	116.82	1285.00
Admin Fund Contributions-Insurance Fund	01/07/25 to 30/09/25	182.00	16.55	182.00
Sinking Fund Contributions	01/07/25 to 30/09/25	388.00	35.27	388.00
				1855.00

TOTAL DUE IF PAID BY 01/07/25 (Includes GST of \$168.64)

\$1855.00

Interest at the rate of 30% per annum is payable on overdue levies



DEFT Reference Number 2514130016055

Date due 1 Jul 2025 Amount due \$1855.00

Plan: 055226 Lot: 00605 Account: RALP00



*496 251413001 6055

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 $Registration is \, not \, required \, for \, one-off \, credit \, card \, payments.$

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Australia Post

Present this bill at any Post Office to make cheque or EFTPOS payments.





Vendor/s

ROBERT WILLIAM RALPH, BRANDI-LEA RALPH

Property Address

UNIT 605 152 MIDDLE ST, CLEVELAND QLD 4163