

# Seller disclosure statement



Queensland  
Government

Property Law Act 2023 section 99

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

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

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

## This statement does not include information about:

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

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

## Part 1 – Seller and property details

Seller Clare and Samuel Butler

Property address 1303/25 Charlotte Street  
(referred to as the  
“property” in this  
statement) Chermside, QLD, 4032

Lot on plan description L1303 SP174484

Community titles scheme  
or BUGTA scheme:

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

☒ **Yes**

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

☐ **No**

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

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

### Title details

#### The seller gives or has given the buyer the following—

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

☒ **Yes**

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

☒ **Yes**



<b>Registered encumbrances</b>	<p>Registered encumbrances, if any, are recorded on the title search, and may affect your use of the property. Examples include easements, statutory covenants, leases and mortgages.</p> <p>You should seek legal advice about your rights and obligations before signing the contract.</p>
<b>Unregistered encumbrances (excluding statutory encumbrances)</b>	<p>There are encumbrances not registered on the title that will continue <input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b> to affect the property after <b>settlement</b>.</p> <p><b>Note</b>—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 <b>NOT</b> required to be disclosed.</p> <p><b>Unregistered lease (if applicable)</b></p> <p>If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows:</p> <ul style="list-style-type: none"> <li>» the start and end day of the term of the lease:</li> <li>» the amount of rent and bond payable:</li> <li>» whether the lease has an option to renew:</li> </ul> <p><b>Other unregistered agreement in writing (if applicable)</b></p> <p>If the unregistered encumbrance is created by an agreement in writing, and is not an unregistered lease, a copy of the agreement is given, together with relevant plans, if any. <input type="checkbox"/> <b>Yes</b></p> <p><b>Unregistered oral agreement (if applicable)</b></p> <p>If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows:</p>
<b>Statutory encumbrances</b>	<p>There are statutory encumbrances that affect the property. <input type="checkbox"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b></p> <p><i>If <b>Yes</b>, the details of any statutory encumbrances are as follows:</i></p>
<b>Residential tenancy or rooming accommodation agreement</b>	<p>The property has been subject to a residential tenancy agreement or a rooming accommodation agreement under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> during the last 12 months. <input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b></p> <p>If <b>Yes</b>, when was the rent for the premises or each of the residents' rooms last increased? <i>(Insert date of the most recent rent increase for the premises or rooms)</i> 09/09/2024</p> <p><b>Note</b>—Under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> the rent for a residential premises may not be increased earlier than 12 months after the last rent increase for the premises.</p> <p>As the owner of the property, you may need to provide evidence of the day of the last rent increase. You should ask the seller to provide this evidence to you prior to settlement.</p>



## Part 3 – Land use, planning and environment

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

<b>Zoning</b>	<p>The zoning of the property is <i>(Insert zoning under the planning scheme, the Economic Development Act 2012; the Integrated Resort Development Act 1987; the Mixed Use Development Act 1993; the State Development and Public Works Organisation Act 1971 or the Sanctuary Cove Resort Act 1985, as applicable)</i>:</p> <p>MU2 - Mixed Use</p>		
<b>Transport proposals and resumptions</b>	<p>The lot is affected by a notice issued by a Commonwealth, State or local government entity and given to the seller about a transport infrastructure proposal* to: locate transport infrastructure on the property; or alter the dimensions of the property.</p> <p>The lot is affected by a notice of intention to resume the property or any part of the property.</p> <p><i>If Yes, a copy of the notice, order, proposal or correspondence must be given by the seller.</i></p>	<input type="checkbox"/> <b>Yes</b>	<input checked="" type="checkbox"/> <b>No</b>
<b>Contamination and environmental protection</b>	<p>The property is recorded on the Environmental Management Register or the Contaminated Land Register under the <i>Environmental Protection Act 1994</i>.</p> <p><b>The following notices are, or have been, given:</b></p> <p>A notice under section 408(2) of the <i>Environmental Protection Act 1994</i> (for example, land is contaminated, show cause notice, requirement for site investigation, clean up notice or site management plan).</p> <p>A notice under section 369C(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which an environmental enforcement order applies).</p> <p>A notice under section 347(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which a prescribed transitional environmental program applies).</p>	<input type="checkbox"/> <b>Yes</b>	<input checked="" type="checkbox"/> <b>No</b>
<b>Trees</b>	<p>There is a tree order or application under the <i>Neighbourhood Disputes (Dividing Fences and Trees) Act 2011</i> affecting the property.</p> <p><i>If Yes, a copy of the order or application must be given by the seller.</i></p>	<input type="checkbox"/> <b>Yes</b>	<input checked="" type="checkbox"/> <b>No</b>
<b>Heritage</b>	<p>The property is affected by the <i>Queensland Heritage Act 1992</i> or is included in the World Heritage List under the <i>Environment Protection and Biodiversity Conservation Act 1999</i> (Cwlth).</p>	<input type="checkbox"/> <b>Yes</b>	<input checked="" type="checkbox"/> <b>No</b>
<b>Flooding</b>	<p>Information about whether the property is affected by flooding or another natural hazard or within a natural hazard overlay can be obtained from the relevant local government and you should make your own enquires. Flood information for the property may also be available at the <a href="#">FloodCheck Queensland</a> portal or the <a href="#">Australian Flood Risk Information</a> portal.</p>		
<b>Vegetation, habitats and protected plants</b>	<p>Information about vegetation clearing, koala habitats and other restrictions on development of the land that may apply can be obtained from the relevant State government agency.</p>		



## Part 4 – Buildings and structures

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

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



## Part 5 – Rates and services

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

<b>Rates</b>	<b>Whichever of the following applies—</b>
The total amount payable* for all rates and charges (without any discount) for the property as stated in the most recent rate notice is:	
Amount: 550.80	Date Range: 01/07/2025-30/09/2025
OR	
The property is currently a rates exempt lot.**	<input type="checkbox"/>
OR	
The property is not rates exempt but no separate assessment of rates is issued by a local government for the property.	<input type="checkbox"/>

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

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

	Whichever of the following applies—
Water	<p>The total amount payable as charges for water services for the property as indicated in the most recent water services notice* is:</p> <p>Amount: 296.75                      Date Range: 20/12/2024-27/03/2025</p> <p>OR</p> <p>There is no separate water services notice issued for the lot; however, an estimate of the total amount payable for water services is:</p> <p>Amount:                      Date Range:</p>

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



## Part 6 – Community titles schemes and BUGTA schemes

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

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

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

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

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



# Signatures – SELLER



Signature of seller

Clare Butler

Name of seller

06-09-2025

Date



Signature of seller

Sam Butler

Name of seller

05-09-2025

Date

# Signatures – BUYER

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

Signature of buyer

Signature of buyer

Name of buyer

Name of buyer

Date

Date



CURRENT TITLE SEARCH  
QUEENSLAND TITLES REGISTRY PTY LTD

Request No: 53201929

Search Date: 02/09/2025 10:03

Title Reference: 50977190

Date Created: 21/01/2015

Previous Title: 50926736

REGISTERED OWNER

Dealing No: 721871362 29/07/2022

CLARE DAPHNE BUTLER

SAMUEL LEWIS BUTLER

JOINT TENANTS

ESTATE AND LAND

Estate in Fee Simple

LOT 1303 SURVEY PLAN 174484

Local Government: BRISBANE CITY

COMMUNITY MANAGEMENT STATEMENT 46851

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by  
Deed of Grant No. 10109221 (POR 573)

2. MORTGAGE No 721871363 29/07/2022 at 16:04  
COMMONWEALTH BANK OF AUSTRALIA A.C.N. 123 123 124

ADMINISTRATIVE ADVICES - NIL

UNREGISTERED DEALINGS - NIL

Caution - Charges do not necessarily appear in order of priority

\*\* End of Current Title Search \*\*

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Requested By: D-ENQ EQUIFAX



Land Title Act 1994 : Land Act 1994  
Form 21 Version 3

## SURVEY PLAN

Sheet 1 of 7

REFERENCE		MARKS		
STN	TO	BRG	DIST	REMARKS
4	OIP	94°44'25"	0.534	9/RP213406
4	(Bent, Base Good)			
4	O Screw in Conc	140°31'20"	2.833	16/IS246897
5	O Nail in Bit Gone	98°36'05"	2.173	26/SP174500
5	Screw in MH Fd	4°49'	7.172	
7	O Nail in Conc	130°04'	11.671	5/SP271889
8	O Screw in Conc	283°00'30"	12.761	13/SP271838

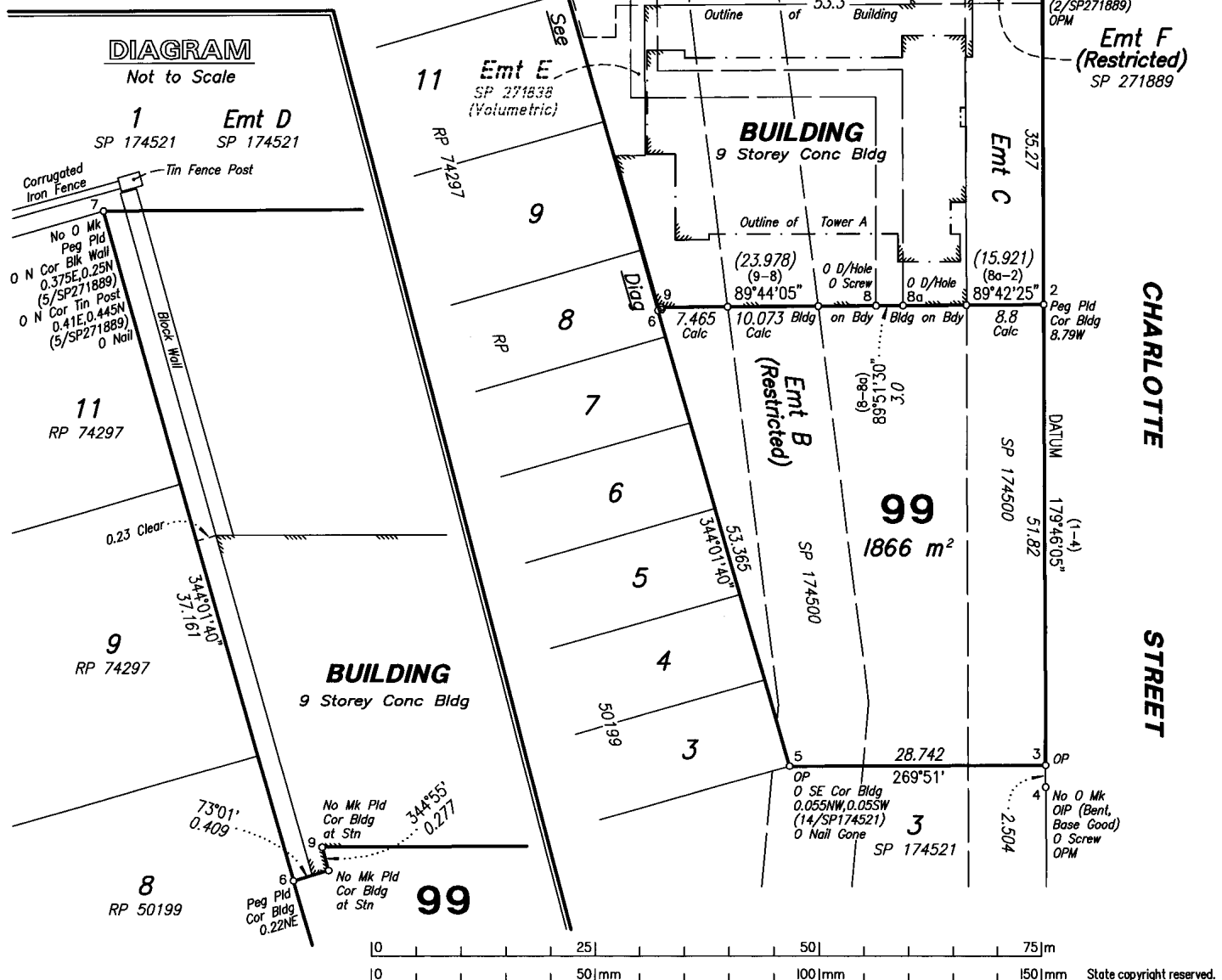
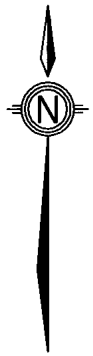
PERMANENT		MARKS		
PM	BRG	DIST	No.	REMARKS
1-OPM	27°01'10"	38.117	167636	2/SP271889
4-OPM	72°53'20"	15.932	160027	6/SP174521

Base Parcel Area . . . 1707 m<sup>2</sup>  
(1-2-8a-8-9-6-7-1)

Lot 99 is a Standard Format Lot.

— · — · — Denotes outline of Tower A

For Lateral Aspect Diagrams A & B  
See Sheet 7.



RPS Australia East Pty Ltd (ACN 140 292 762) hereby certify that the land comprised in this plan was surveyed by the corporation, by Daniel Alan COATES, surveying graduate, for whose work the corporation accepts responsibility, under the supervision of Gregg PURCELL, cadastral surveyor and that the plan is accurate, that the said survey was performed in accordance with the Survey and Mapping Infrastructure Act 2003 and Surveyors Act 2003 and associated Regulations and Standards and that the said survey was completed on 27/10/2014.

... ... Authorised Delegate  
... 25.11.14 ... Date

**PLAN OF**  
**LOTS 99, 1101-1110, 1201-1210, 1301-1310,**  
**1401-1410, 1501-1510, 1601-1610, 1701-1709**  
**& COMMON PROPERTY**  
**Cancelling Lot 2 on SP 174521**

LOCAL BRISBANE  
GOVERNMENT: CITY COUNCIL LOCALITY: CHERMSIDE  
Meridian: of SP 271838 Survey Records: NO

Scale: 1: 500

Format: BUILDING



SP 174484



**716264096****\$6369.40**

16/01/2015 13:03

**BE 400 NT**

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

5. Lodged by

Cooper Grace Ward Lawyers  
 Level 21, 400 George Street  
 BRISBANE QLD 4000  
 GPO Box 834, Brisbane 4001

Ref. LMD2-10113152 Ph: 3231 2941

131B.

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

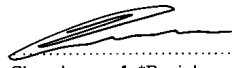
1. Certificate of Registered Owners or Lessees.

I/We ORMEAU PROPERTIES PTY LTDA.C.N. 086 934 401

(Names in full)

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

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

 DIRECTOR SECRETARY  
 Signature of \*Registered Owners \*Lessees  
ORMEAU PROPERTIES PTY LTD  
ACN 086 934 401

\* Rule out whichever is inapplicable

2. Planning Body Approval.

\* BRISBANE CITY COUNCIL

hereby approves this plan in accordance with the:

% SUSTAINABLE PLANNING ACT 2009

Dated this 18th day of December, 2014

Concurrence #  
Helen Nivins #  
Deputy #

\* Insert the name of the Planning Body.

% Insert applicable approving legislation.

# Insert designation of signatory or delegation

3. Plans with Community Management Statement :

CMS Number : 46851Name : The Arbour on Charlotte

4. References :

Dept File :  
 Local Govt :  
 Surveyor : 21565-1

6. Existing

Created

Title Reference	Description	New Lots	Road	Secondary Interests
50928736	Lot 2 on SP 174521	99, 1101-1110, 1201-1210, 1301-1310, 1401-1410, 1501-1510, 1601-1610, 1701-1709 & Common Property	-	-

Mortgage

Lots Fully Encumbered

Lots Partially Encumbered

715687498	99, 1101-1110, 1201-1210, 1301-1310, 1401-1410, 1501-1510, 1601-1610 & 1701-1709	-
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Easement

Lots to be Encumbered

715357086 (Emt B on SP 174500)	99 & Common Property
715357087 (Emt C on SP 174500)	99, 1110, 1210, 1310, 1410, 1510, 1610, 1709 & Common Property
716264062 (Emt E on SP 271838)	Common Property
716192542 (Emt F on SP 271889)	Common Property

Encroachment notice issued to the owner(s) of Lot 11 on RP 74297 and  
 Lots 1 & 2 on SP 174521 on 14/10/2014, in accordance with s.18 of the  
 Survey and Mapping Infrastructure Regulation 2014 (Vide SP 271889).

Easement

Lots Fully Benefited

Lots Partially Benefited

715357093 (Emt D on SP 174521)	Common Property 99, 1101-1110, 1201- 1210, 1301-1310, 1401- 1410, 1501-1510, 1601- 1610 & 1701-1709	-
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99, 1101-1110,  
1201-1210, 1301-1310,  
1401-1410, 1501-1510,  
1601-1610, 1701-1709  
& Common Property

Por 573

Lots

Orig

7. Orig Grant Allocation :

8. Map Reference :

9543-33414

9. Parish :

KEDRON

10. County :

STANLEY

11. Passed &amp; Endorsed :

By : RPS Australia East Pty LtdDate : 26/11/14 23/12/14Signed : [Signature] 15.1.15Designation : Cadastral SurveyorDevelopment Approval : 08/08/2014

12. Building Format Plans only.

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

[Signature] 25.11.14  
 Authorised Delegate Date  
 Cadastral Surveyor/Director  
 \* delete words not required

13. Lodgement Fees :

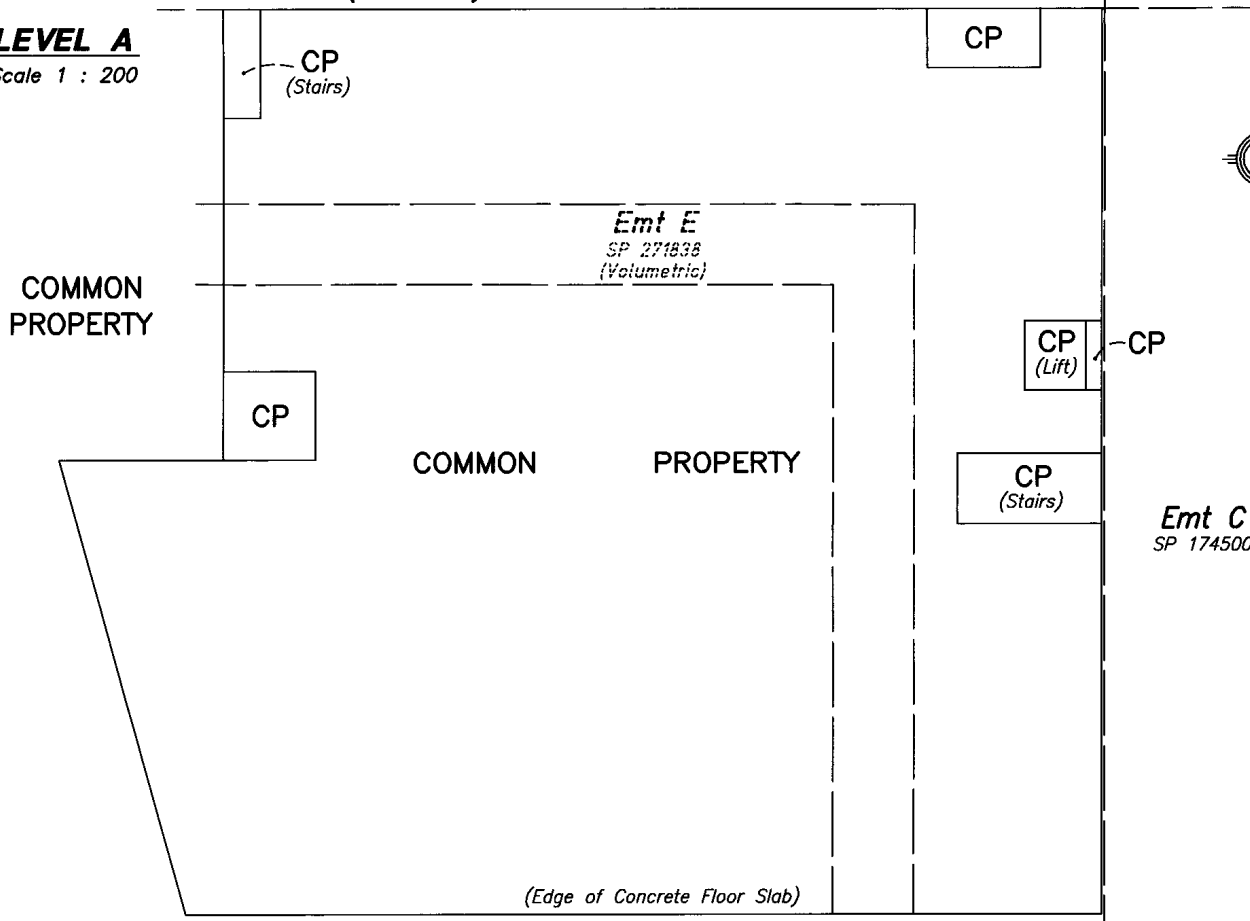
Survey Deposit \$ .....  
 Lodgement \$ .....  
 ..... New Titles \$ .....  
 Photocopy \$ .....  
 Postage \$ .....  
 TOTAL \$ .....

14. Insert Plan Number

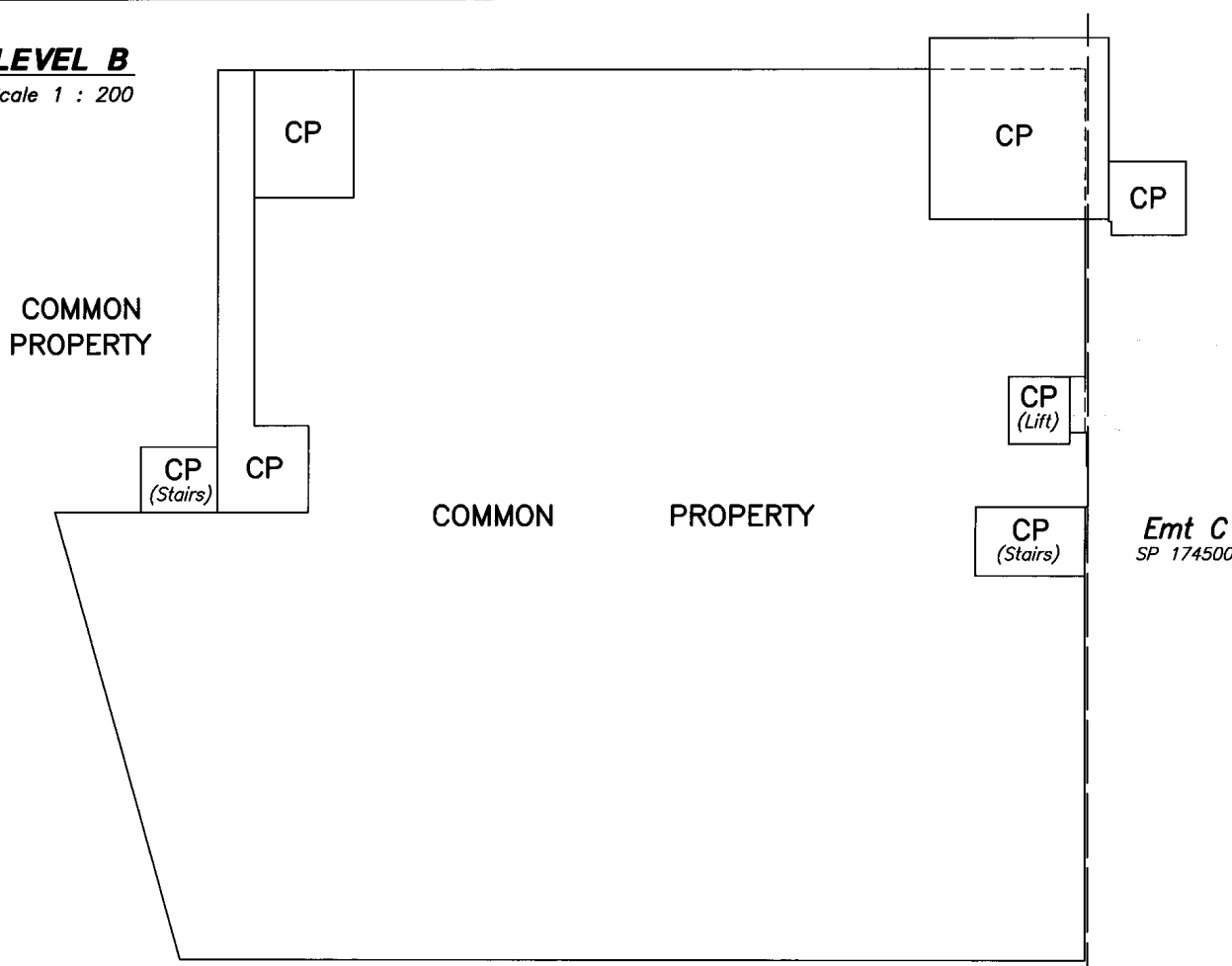
**SP174484**



**LEVEL A**  
Scale 1 : 200

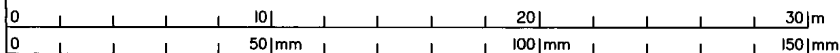


**LEVEL B**  
Scale 1 : 200



--- denotes Outline of Level Below

CP denotes Common Property



State copyright reserved.

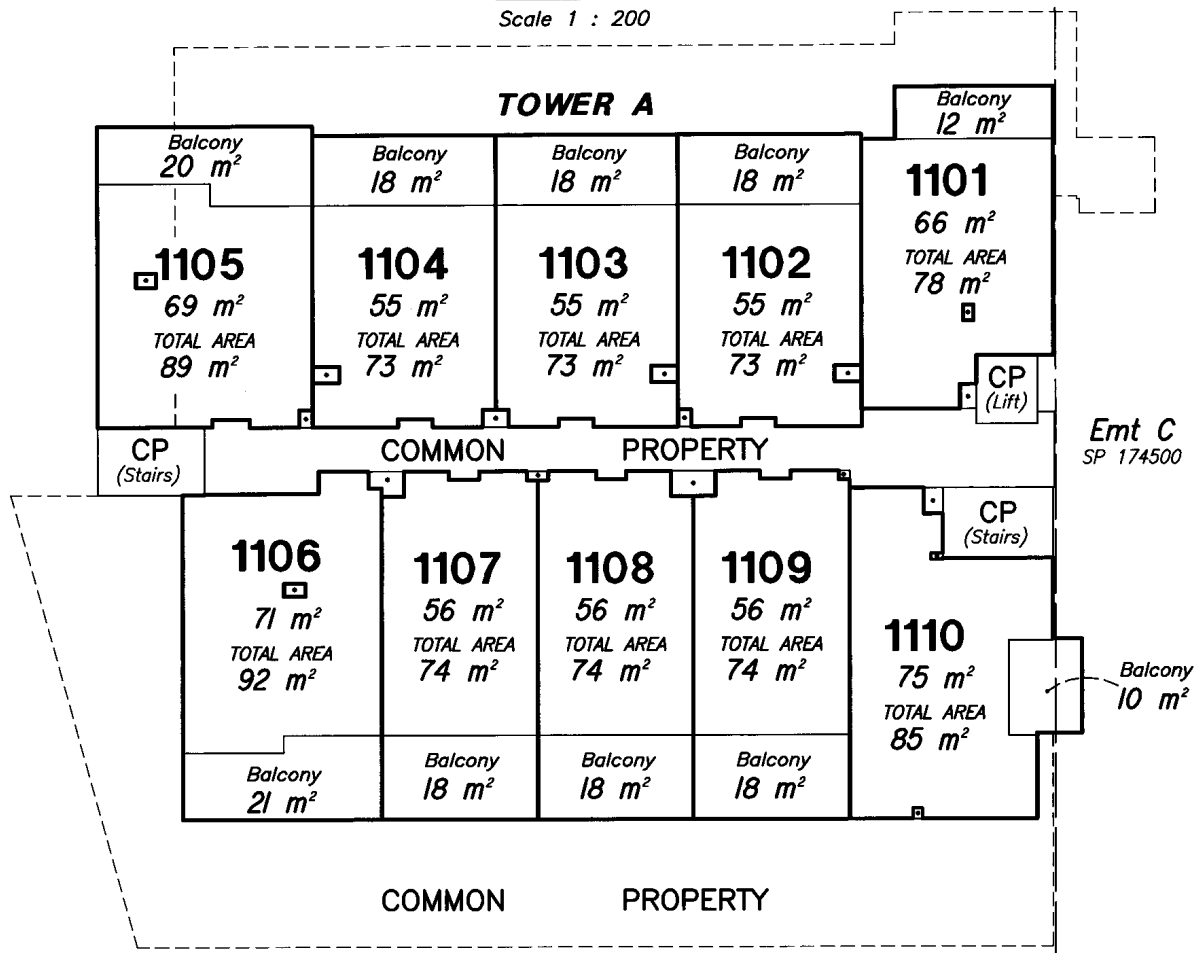
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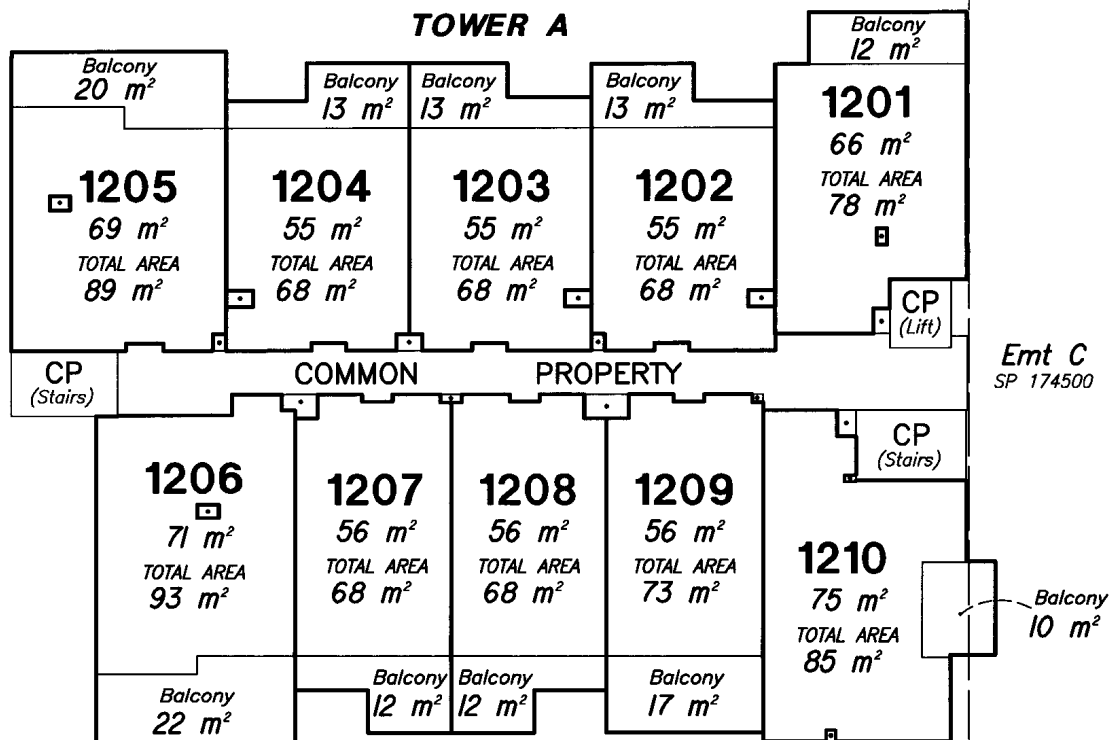
## ADDITIONAL SHEET

**LEVEL C**

Scale 1 : 200

Sheet  
3 of  
7**LEVEL D**

Scale 1 : 200

**TOWER A**

--- denotes Outline of Level Below

□ denotes Common Property (Duct)

CP denotes Common Property

COMMON

PROPERTY

0 10 20 30 m  
0 50 100 150 mm

State copyright reserved.

Insert  
Plan  
Number**SP174484**

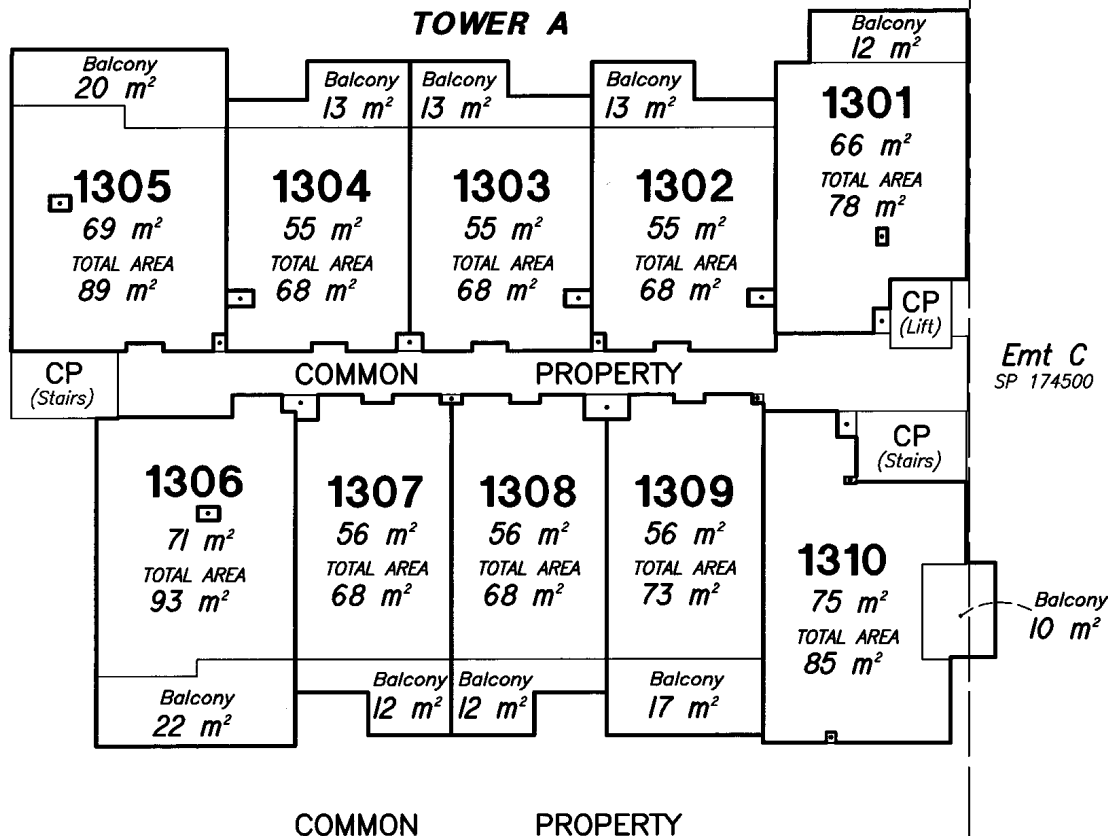




**LEVEL E**

Scale 1 : 200

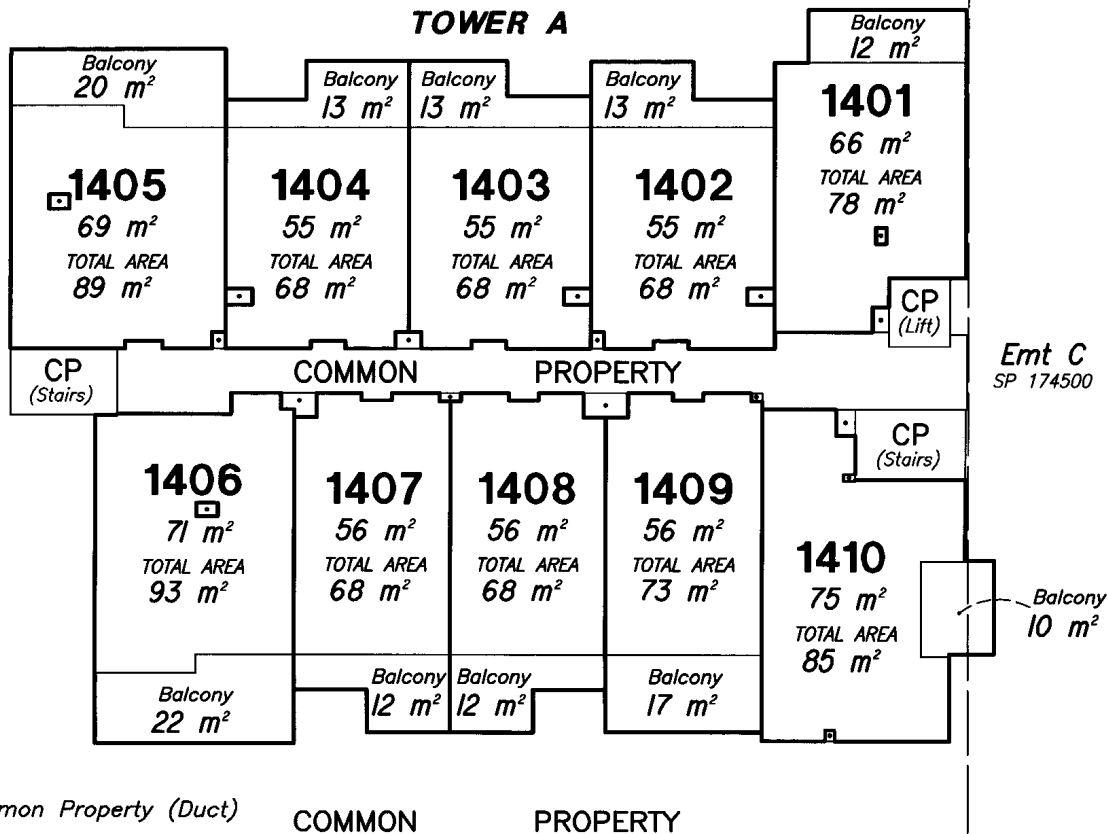
**TOWER A**



**LEVEL F**

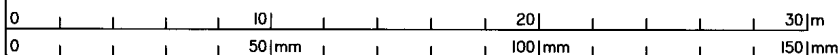
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**TOWER A**



□ denotes Common Property (Duct)  
CP denotes Common Property

COMMON PROPERTY



State copyright reserved.

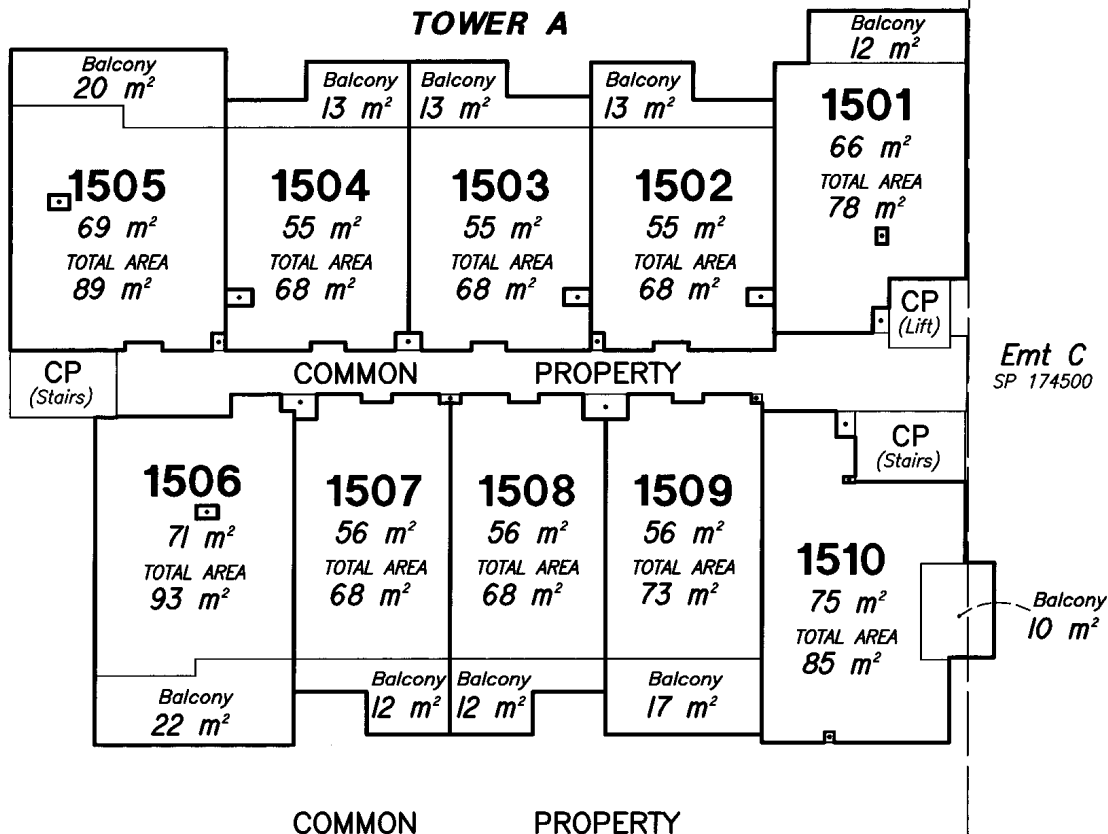
Insert  
Plan  
Number

**SP174484**

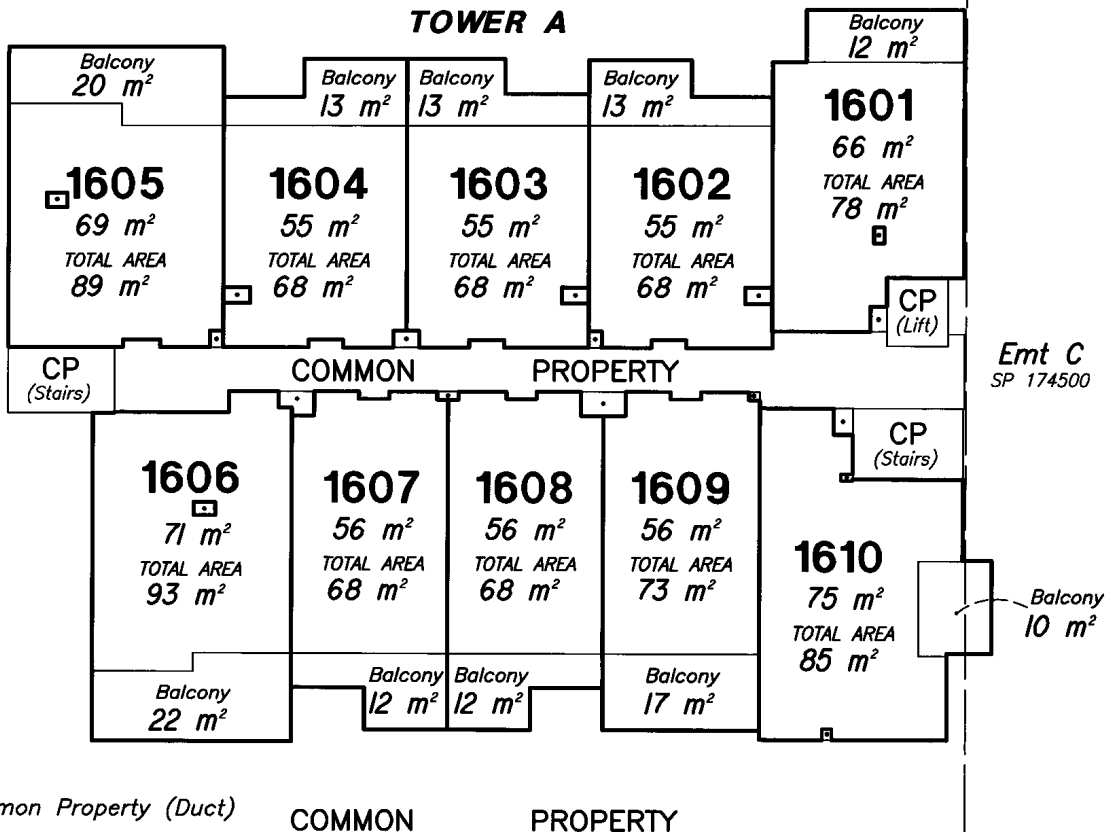


**LEVEL G**

Scale 1 : 200

**TOWER A****LEVEL H**

Scale 1 : 200

**TOWER A**

□ denotes Common Property (Duct)  
CP denotes Common Property

COMMON PROPERTY

0 10 20 30 m  
0 50 100 150 mm

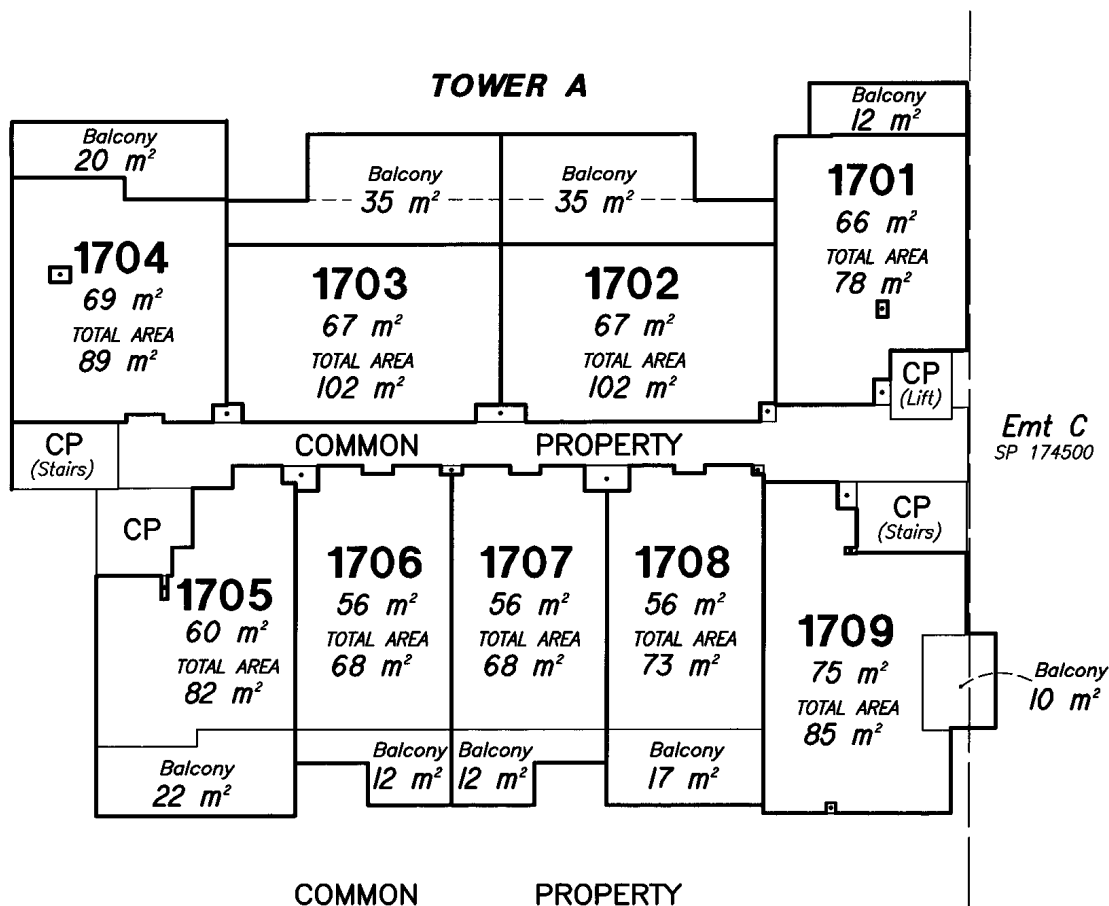
State copyright reserved.

Insert  
Plan  
Number**SP174484**



**LEVEL 1**

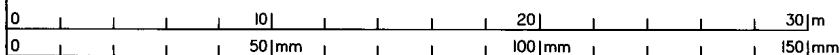
Scale 1 : 200



--- denotes Outline of Level Below

■ denotes Common Property (Duct)

CP denotes Common Property

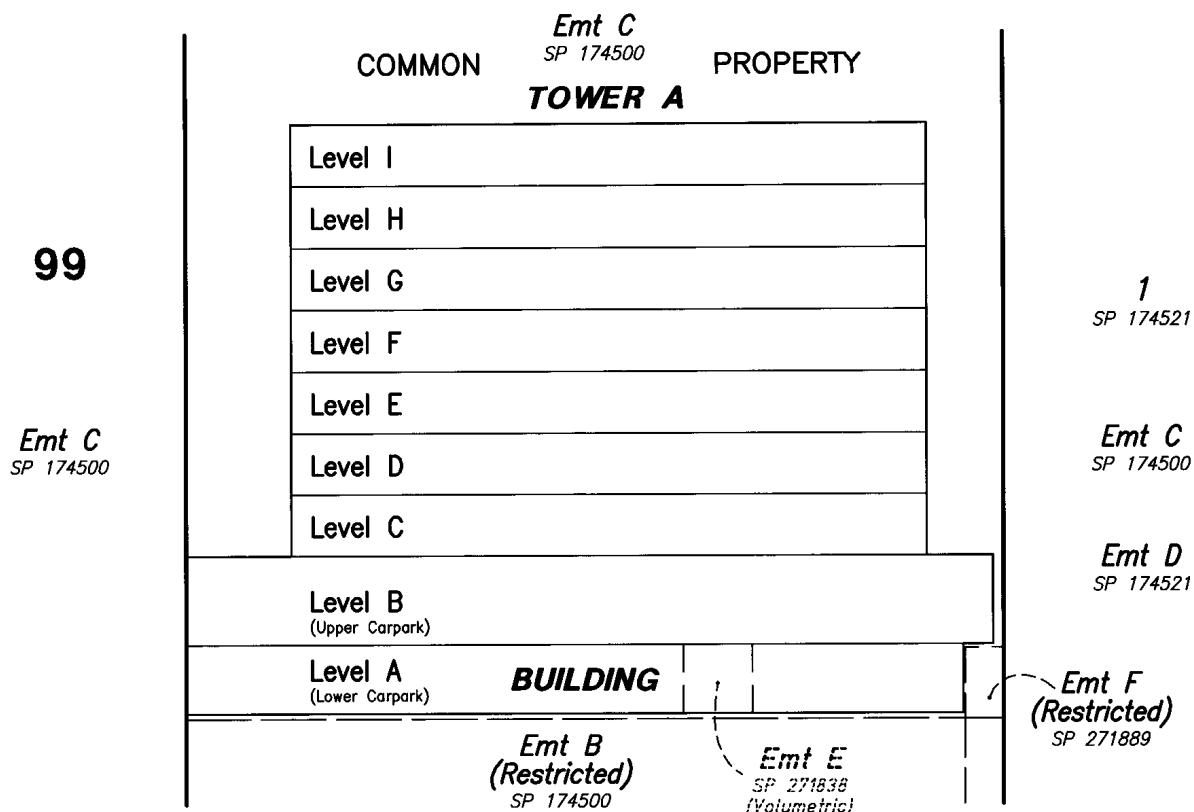
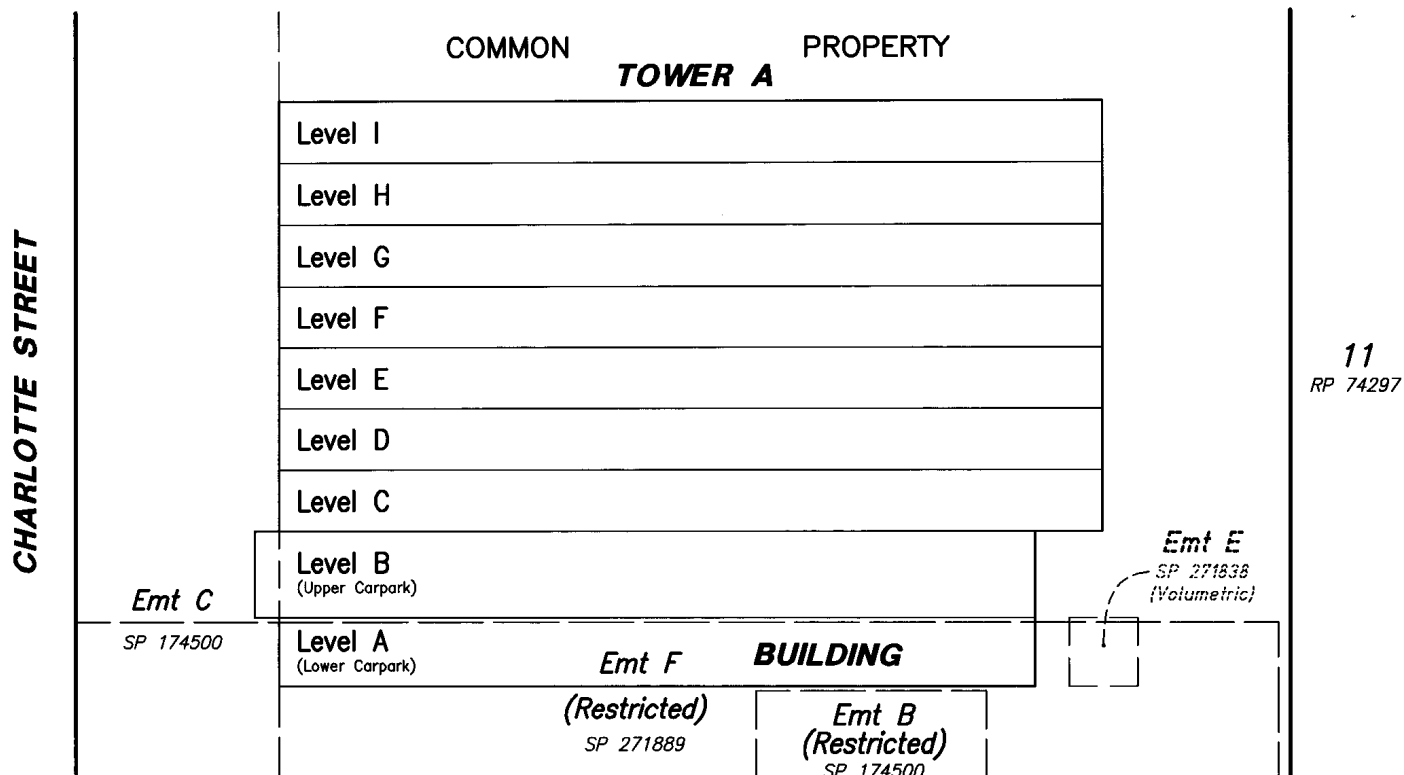


State copyright reserved.

Insert  
Plan  
Number**SP174484**



## ADDITIONAL SHEET

Sheet  
7 of  
7LATERAL ASPECT DIAGRAM A(View Looking West from Charlotte Street)  
(Not to Scale)LATERAL ASPECT DIAGRAM B(View Looking South from Lot 1 on SP 174521)  
(Not to Scale)

Note:  
Ramps in Lower Carpark & Upper Carparks  
have not been shown for clarity.

State copyright reserved.

Insert  
Plan  
Number**SP174484**



**BCCM****Form 33**

Department of Justice

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

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

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

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

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

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

This certificate does not include information about:

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

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

**The community management statement**

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



## The Office of the Commissioner for Body Corporate and Community Management

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

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

**The information in this certificate is issued on 02/09/2025**

### Becoming an owner

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

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

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

### How to get more information

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

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

## Contacting the body corporate

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

### Name and number of the community titles scheme

**The Arbour on Charlotte**

CTS No. **46851**

### Body corporate manager

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

### Is there a body corporate manager for the scheme?

Yes. The body corporate manager is:

Name: **Jess Norberry**

Company: **BCsystems**

Phone: **07 3899 0299**

Email: **info@bcsystems.com.au**

### Accessing records

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

The body corporate manager named above.



## Property and community titles scheme details

### Lot and plan details

Lot number: **1303**

Plan type and number: **SP174484**

Plan of subdivision: **BUILDING FORMAT PLAN**

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

### Regulation module

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

More information is available from [www.qld.gov.au/buyingbodycorporate](http://www.qld.gov.au/buyingbodycorporate).

**The regulation module that applies to this scheme is the:**

**Accommodation**

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

### Layered arrangements of community titles schemes

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

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

**No**

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

### Building management statement

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

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

**No**

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



## By-laws and exclusive use areas

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

### What by-laws apply?

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

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

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

### General by-laws

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

### Exclusive use areas

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

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

Yes

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

**listed in the Community Management Statement**

## Lot entitlements and financial information

### Lot entitlements

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

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



## Contribution schedule

Contribution schedule lot entitlement for the lot: **69**

Total contribution schedule lot entitlements for all lots: **10,482**

## Interest schedule

Interest schedule lot entitlement for the lot: **85**

Total interest schedule lot entitlements for all lots: **13,686**

## Statement of accounts

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

## Owner contributions (levies)

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

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

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

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

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

## Body corporate debts

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

## Owner contributions and amounts owing

### Administrative fund contributions

Total amount of contributions (before any discount) for lot **1303** for the current financial year: \$ **2,534.38**

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

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

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

Due date	Amount due	Amount due if discount applied	Paid
01/01/25	546.62	546.62	24/12/24
01/04/25	546.62	546.62	24/02/25
01/07/25	720.57	720.57	04/06/25
01/10/25	720.57	720.57	
01/01/26	652.60	652.60	
01/04/26	652.60	652.60	



Amount overdue **Nil**  
Amount Unpaid including amounts billed not yet due **\$720.57**

### Sinking fund contributions

Total amount of contributions (before any discount) for lot **1303** for the current financial year: \$ **912.74**

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

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

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

Due date	Amount due	Amount due if discount applied	Paid
01/01/25	201.69	201.69	24/12/24
01/04/25	201.69	201.69	24/02/25
01/07/25	254.68	254.68	04/06/25
01/10/25	254.68	254.68	
01/01/26	256.06	256.06	
01/04/26	256.06	256.06	

Amount overdue **Nil**  
Amount Unpaid including amounts billed not yet due **\$254.68**

### Special contributions - Administrative Fund (IF ANY)

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

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

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

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

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

Due date	Amount due	Amount due if discount applied	Paid
----------	------------	--------------------------------	------

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

### Special contributions - Sinking Fund (IF ANY)

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

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

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

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

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

Due date	Amount due	Amount due if discount applied	Paid
----------	------------	--------------------------------	------



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

#### Other contributions

	Due date	Amount due	Amount due if discount applied	Paid
Insurance Fund	01/01/25	133.70	133.70	24/12/24
Insurance Fund	01/04/25	133.70	133.70	24/02/25
Insurance Fund	01/07/25	138.81	138.81	04/06/25
Insurance Fund	01/10/25	138.81	138.81	
Insurance Fund	01/01/26	149.85	149.85	
Insurance Fund	01/04/26	149.85	149.85	

#### Other amounts payable by the lot owner

Purpose	Fund	Amount	Due date	Amount
---------	------	--------	----------	--------

No other amounts payable for the lot.

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

At the date of this certificate

Annual contributions	<b>Nil</b>
Special contributions	<b>Nil</b>
Other contributions	<b>Nil</b>
Other payments	<b>Nil</b>
Penalties	<b>Nil</b>
Total amount overdue (Total Amount Unpaid including not yet due \$1,114.06)	<b>Nil</b>

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

### Common property and assets

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

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

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

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



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

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

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

**Current sinking fund balance (as at date of certificate): \$ 677,882.85**

#### Improvements to common property the lot owner is responsible for

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

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

#### Body corporate assets

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

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

Description	Type	Acquisition	Supplier	Original Cost	Cost To Date	Market Value
Lenovo laptop	Office Equipment	26/03/24		\$0.00	\$0.00	\$2,110.46

## Insurance

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

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

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

#### Body corporate insurance policies

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

TYPE/COMPANY	POLICY NO.	SUM INSURED	PREMIUM	DUE DATE	EXCESS
BUILDING CHU UNDERWRITING	HU0029887	70,166,030.00	96,307.70	21/10/25	\$5,000 Claims \$1,000 Legal \$1,000 Machinery breakdown
FLOOD CHU UNDERWRITING	HU0029887	INCLUDED		21/10/25	\$5,000 Claims \$1,000 Legal \$1,000 Machinery breakdown
FLOATING FLOORS CHU UNDERWRITING	HU0029887	INCLUDED		21/10/25	\$5,000 Claims \$1,000 Legal \$1,000 Machinery breakdown
PUBLIC LIABILITY CHU UNDERWRITING	HU0029887	20,000,000.00	Included	21/10/25	\$5,000 Claims \$1,000 Legal \$1,000 Machinery breakdown
OFFICE BEARERS LIA CHU UNDERWRITING	HU0029887	5,000,000.00	Included	21/10/25	\$5,000 Claims \$1,000 Legal \$1,000 Machinery breakdown



### Body corporate insurance policies

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

TYPE/COMPANY	POLICY NO.	SUM INSURED	PREMIUM	DUE DATE	EXCESS
COMMON AREA CONTENTS CHU UNDERWRITING	HU0029887	483,561.00		21/10/25	\$5,000 Claims \$1,000 Legal \$1,000 Machinery breakdown
LOSS RENT/TEMP ACCOM CHU UNDERWRITING	HU0029887	10,524,904.00		21/10/25	\$5,000 Claims \$1,000 Legal \$1,000 Machinery breakdown
FIDELITY GUARANTEE CHU UNDERWRITING	HU0029887	100,000.00		21/10/25	\$5,000 Claims \$1,000 Legal \$1,000 Machinery breakdown
CATASTROPHE CHU UNDERWRITING	HU0029887	10,524,904.00		21/10/25	\$5,000 Claims \$1,000 Legal \$1,000 Machinery breakdown
MACHINERY BREAKDOWN CHU UNDERWRITING	HU0029887	100,000.00		21/10/25	\$5,000 Claims \$1,000 Legal \$1,000 Machinery breakdown
GOV AUDIT COSTS CHU UNDERWRITING	HU0029887	25,000.00		21/10/25	\$5,000 Claims \$1,000 Legal \$1,000 Machinery breakdown
LOT OWNERS FIXTURES CHU UNDERWRITING	HU0029887	250,000.00		21/10/25	\$5,000 Claims \$1,000 Legal \$1,000 Machinery breakdown
APPEAL EXPENSES CHU UNDERWRITING	HU0029887	100,000.00		21/10/25	\$5,000 Claims \$1,000 Legal \$1,000 Machinery breakdown
LEGAL DEFENCE EXP CHU UNDERWRITING	HU0029887	50,000.00		21/10/25	\$5,000 Claims \$1,000 Legal \$1,000 Machinery breakdown
VOLUNTARY WORKERS CHU UNDERWRITING	HU0029887	\$200,000/\$2,000		21/10/25	\$5,000 Claims \$1,000 Legal \$1,000 Machinery breakdown
FUSION CHU UNDERWRITING	HU0029887	Up to \$5,000		21/10/25	\$5,000 Claims \$1,000 Legal \$1,000 Machinery breakdown

### Alternative insurance

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

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

**No**

### Lot owner and occupier insurance

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

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

More information about insurance in community titles schemes is available from your solicitor or [www.qld.gov.au/buyingbodycorporate](http://www.qld.gov.au/buyingbodycorporate)



## Contracts and authorisations

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

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

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

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

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

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

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

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

**Yes - Name of caretaking service contractor engaged:** Lazy Daze Pty Ltd ACN 100 236 691

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

**Yes - Name of authorised letting agent:** Lazy Daze Pty Ltd ACN 100 236 691

### Embedded network electricity supply

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

**No**

More information about embedded networks in community titles schemes is available from [www.qld.gov.au/buyingbodycorporate](http://www.qld.gov.au/buyingbodycorporate).

### Body corporate authority

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

**Name/s** BCsystems

**Positions/s held** Body Corporate Manager

**Date** 02/09/2025

**Signature/s** \_\_\_\_\_





**Copies of documents given with this certificate:**

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



# The Arbour on Charlotte CTS 46851

25-27 Charlotte St Chermside QLD 4032

## BALANCE SHEET

AS AT 31 DECEMBER 2024

	ACTUAL 31/12/2024	ACTUAL 31/12/2023
<b><u>OWNERS FUNDS</u></b>		
Administrative Fund	(11,638.23)	47,452.20
Sinking Fund	592,329.43	482,085.15
<b><u>TOTAL</u></b>	<b><u>\$ 580,691.20</u></b>	<b><u>\$ 529,537.35</u></b>
<b><u>THESE FUNDS ARE REPRESENTED BY</u></b>		
<b><u>CURRENT ASSETS</u></b>		
Gst On Capital	12,423.35	11,555.87
Cash At Bank	186,516.94	77,639.02
Accrued Income	14,664.74	0.00
B O Q Stratacash A/C 1	101,766.63	100,000.00
B O Q Stratacash A/C 3	260,883.29	260,000.00
B O Q Stratacash A/C 4	52,341.34	81,176.55
Prepaid Expenses	75,806.80	74,009.59
Levies Billed Not Yet Due	135,205.42	126,159.34
Levies Pre-Paid	1,447.06	951.13
Levies In Arrears	1,087.78	410.98
Other Arrears	777.89	725.95
Sundry Debtors	4,969.30	1,474.00
Second Debtors	0.00	30,702.91
<b><u>TOTAL ASSETS</u></b>	<b><u>847,890.54</u></b>	<b><u>764,805.34</u></b>
<b><u>LIABILITIES</u></b>		
Gst Clearing A/C	(4,085.53)	(5,721.88)
Creditors	25,318.01	12,581.64
Accrued Expenses	19,729.47	17,694.33
Levies Billed Not Yet Due	135,205.42	126,159.34
Levies Pre-Paid	1,447.06	951.13
Levies In Advance	89,584.91	83,603.43
<b><u>TOTAL LIABILITIES</u></b>	<b><u>267,199.34</u></b>	<b><u>235,267.99</u></b>
<b><u>NET ASSETS</u></b>	<b><u>\$ 580,691.20</u></b>	<b><u>\$ 529,537.35</u></b>



# The Arbour on Charlotte CTS 46851

25-27 Charlotte St Chermside QLD 4032

## STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JANUARY 2024 TO 31 DECEMBER 2024

	ACTUAL 01/01/24-31/12/24	BUDGET 01/01/24-31/12/24	%	ACTUAL 01/01/23-31/12/23
<b><u>ADMINISTRATIVE FUND</u></b>				
<b><u>INCOME</u></b>				
Levies - Administrative Fund	318,002.75	318,000.00	100.00	295,005.81
Insurance Premium Reimbursemnt	82,170.94	82,170.00	100.00	54,990.56
Interest On Overdue Levies	946.88	0.00		2,209.37
Gst On Income	(36,379.46)	(36,379.09)	100.00	(31,817.88)
<b>TOTAL ADMIN. FUND INCOME</b>	<b>364,741.11</b>	<b>363,790.91</b>		<b>320,387.86</b>
<b><u>EXPENDITURE - ADMIN. FUND</u></b>				
<b><u>AUDIT &amp; TAXATION COSTS</u></b>				
Independent Audit Fee	2,050.95	2,050.95	100.00	0.00
Independent Audit File Prep	1,101.10	1,101.10	100.00	0.00
Bas Lodgement	1,012.00	1,012.00	100.00	990.00
Income Tax Return	220.00	220.00	100.00	209.00
<b><u>BANK &amp; FINANCIAL CHARGES</u></b>				
Stratapay Transaction Fee	641.63	700.00	91.66	639.35
<b><u>UTILITIES</u></b>				
Electricity - Common Areas	39,399.75	29,500.00	133.56	29,270.17
Electricity Govt Rebate No Gst	(2,218.75)	0.00	0.00	0.00
Cold Water - Common -No Gst	10,893.57	13,800.00	78.94	13,787.94
<b><u>INSURANCE</u></b>				
Insurance Premium	81,494.91	82,612.00	98.65	82,612.46
Insurance Stamp Duty - No Gst	7,292.26	7,317.00	99.66	7,317.46
Insurance Claim Expenses	0.00	0.00	0.00	6,033.50
Insurance Excess Scheme No Gst	0.00	5,000.00	0.00	0.00
<b><u>CARETAKER/BUILDING MANAGER</u></b>				
Caretaker Contract	207,290.66	203,487.11	101.87	192,792.26
<b><u>PROFESSIONAL ADVICE/FEEES</u></b>				
Legal Advice/Fees	0.00	5,000.00	0.00	4,957.37
Debt Recovery	50.60	0.00		38.50
Land Titles/Search Fees	176.14	0.00		165.41
Advice - Maintenance	44.00	0.00		0.00
<b><u>LICENCES &amp; PERMITS FEE</u></b>				
Backflow Registration - No Gst	438.00	800.00	54.75	766.00
Software & Records Storage	3,303.30	3,303.30	100.00	3,303.30
<b><u>COMPLIANCE</u></b>				
Report - Sinking Fund	1,640.00	0.00		0.00
<b><u>FIRE PROTECTION</u></b>				
Fire - R & M General	3,272.50	3,500.00	93.50	3,578.65
Fire - Equipment Contract 1	0.00	5,000.00	0.00	1,512.50
Fire - Emergency/Exit Lights	0.00	700.00	0.00	603.45
Fire - Compliance Activities	1,232.00	0.00		0.00



# The Arbour on Charlotte CTS 46851

25-27 Charlotte St Chermside QLD 4032

## STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JANUARY 2024 TO 31 DECEMBER 2024

	ACTUAL 01/01/24-31/12/24	BUDGET 01/01/24-31/12/24	%	ACTUAL 01/01/23-31/12/23
<b><u>LIFT</u></b>				
Lift Contract	12,047.64	12,036.00	100.10	11,247.86
Lift R&M	407.00	1,000.00	40.70	0.00
Lift Registration Fee - No Gst	852.63	1,700.00	50.15	1,677.14
Lift Phone	290.40	1,200.00	24.20	1,153.90
<b><u>CLEANING</u></b>				
Cleaning - General	1,286.49	1,000.00	128.65	980.00
Cleaning - Garbage Bins	1,213.03	0.00		0.00
Cleaning - Garbage Chute	2,189.00	0.00		1,738.00
<b><u>PEST CONTROL</u></b>				
Pest Control Treatment	3,876.40	1,320.00	293.67	1,320.00
<b><u>ELECTRICAL</u></b>				
R&M - Electrical General	936.54	3,700.00	25.31	3,710.04
R&M - Rcd/Safety Switch	600.00	0.00		0.00
Thermal Inspection	1,244.10	0.00		0.00
<b><u>AIR CONDITIONING/HVAC</u></b>				
R&M - Air Conditioning	0.00	0.00	0.00	243.36
R&M - Hvac Equipment	579.02	1,000.00	57.90	0.00
<b><u>PLUMBING</u></b>				
Plumbing General	4,148.19	1,000.00	414.82	312.40
Backflow Device Testing	979.00	1,000.00	97.90	979.00
Pump Maintenance	1,485.00	1,000.00	148.50	902.00
<b><u>BUILDING GENERAL</u></b>				
R&M - Building General	2,141.74	5,000.00	42.83	0.00
R&M - Garage Doors	0.00	0.00	0.00	1,341.89
R&M - Roller Doors	3,855.45	1,500.00	257.03	0.00
R&M - Locks/Keys	561.94	500.00	112.39	0.00
<b><u>GARDENS/GROUNDS</u></b>				
R&M - Grounds General	87.38	200.00	43.69	0.00
R&M - Irrigation	550.00	0.00		0.00
R&M - Trees	950.00	0.00		0.00
<b><u>EQUIPMENT/FURNITURE</u></b>				
R&M -Garbage Chute	636.24	400.00	159.06	396.00
R&M - Garbage Compactor	0.00	1,100.00	0.00	1,106.11
<b><u>SECURITY</u></b>				
Security General	0.00	0.00	0.00	4,735.45
R&M - Intercom/Access Control	6,154.78	5,000.00	123.10	0.00
<b><u>BODY CORPORATE MANAGEMENT</u></b>				
Fixed Price -Management Time	16,646.62	16,647.69	99.99	16,164.48
Fixed Additional Secretarial	3,492.46	3,690.51	94.63	3,390.75
Fixed Price - Disbursements	6,659.02	6,658.98	100.00	6,465.03
Variable Disbursements	219.38	1,300.00	16.88	1,103.29



# The Arbour on Charlotte CTS 46851

25-27 Charlotte St Chermside QLD 4032

## STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JANUARY 2024 TO 31 DECEMBER 2024

	ACTUAL 01/01/24-31/12/24	BUDGET 01/01/24-31/12/24	%	ACTUAL 01/01/23-31/12/23
<b><u>MISC</u></b>				
Prior Year Adjustment	30,680.36	0.00		0.00
<b><u>PRIOR MANAGERS CHARGES</u></b>				
Prev Mgr - Ppst	22.55	0.00		0.00
<b><u>GST</u></b>				
Gst On Expenses	(40,295.44)	(36,767.26)	109.60	(40,652.28)
<b><u>TOTAL ADMIN. EXPENDITURE</u></b>	<b>423,831.54</b>	<b>396,289.38</b>		<b>366,891.74</b>
<b><u>SURPLUS / DEFICIT</u></b>	<b>\$ (59,090.43)</b>	<b>\$ (32,498.47)</b>		<b>\$ (46,503.88)</b>
Opening Admin. Balance	47,452.20	47,452.20	100.00	93,956.08
<b><u>ADMINISTRATIVE FUND BALANCE</u></b>	<b>\$ (11,638.23)</b>	<b>\$ 14,953.73</b>		<b>\$ 47,452.20</b>



# The Arbour on Charlotte CTS 46851

25-27 Charlotte St Chermside QLD 4032

## STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JANUARY 2024 TO 31 DECEMBER 2024

	ACTUAL 01/01/24-31/12/24	BUDGET 01/01/24-31/12/24	%	ACTUAL 01/01/23-31/12/23
<b><u>SINKING FUND</u></b>				
<b><u>INCOME</u></b>				
Levies - Sinking Fund	122,555.76	122,547.00	100.01	122,555.76
<b><u>INTEREST</u></b>				
Interest Received	6,201.12	10,000.00	62.01	13,209.43
Accrued Interest	14,664.74	0.00		(961.65)
Gst On Income	(11,141.44)	(11,140.64)	100.01	(11,141.44)
<b><u>TOTAL SINKING FUND INCOME</u></b>	<b>132,280.18</b>	<b>121,406.36</b>		<b>123,662.10</b>
<b><u>EXPENDITURE - SINKING FUND</u></b>				
<b><u>FIRE</u></b>				
Fire - R&M General	2,033.90	0.00		0.00
Fire Equipment	0.00	4,258.00	0.00	0.00
Fire - Detectors/Speakers	418.00	0.00		4,587.00
Fire - Extinguishers	0.00	0.00	0.00	2,365.28
<b><u>LIFT</u></b>				
Lift - Communication	1,490.50	0.00		0.00
<b><u>CLEANING</u></b>				
Cleaning - Pressure Cleaning	0.00	0.00	0.00	1,408.00
<b><u>ELECTRICAL</u></b>				
Electrical General	0.00	3,042.00	0.00	0.00
Electrical - Lighting	0.00	7,300.00	0.00	0.00
<b><u>PLUMBING</u></b>				
Plumbing - General	0.00	6,083.00	0.00	1,397.26
Pumps - General	0.00	4,867.00	0.00	0.00
<b><u>BUILDING</u></b>				
Building General	0.00	0.00	0.00	4,070.00
Windows	0.00	0.00	0.00	126,108.78
Waterproofing	8,936.95	10,000.00	89.37	0.00
Carpets	0.00	0.00	0.00	3,235.00
Roller Doors	0.00	5,475.00	0.00	0.00
Painting - Interior	0.00	0.00	0.00	29,920.00
<b><u>GARDENS/GROUNDS</u></b>				
Gardens - Mulching	9,535.68	0.00		0.00
<b><u>SECURITY</u></b>				
Cctv Cameras	0.00	9,125.00	0.00	0.00
<b><u>IT/COMMUNICATION</u></b>				
Computer	2,110.46	0.00		0.00
<b><u>TAXATION</u></b>				
Payg Instalment Tax	0.00	0.00	0.00	130.00
Payg Instalment Tax Adjustment	(260.00)	0.00	0.00	(275.60)



# The Arbour on Charlotte CTS 46851

25-27 Charlotte St Chermside QLD 4032

## STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JANUARY 2024 TO 31 DECEMBER 2024

	ACTUAL 01/01/24-31/12/24	BUDGET 01/01/24-31/12/24	%	ACTUAL 01/01/23-31/12/23
<b><u>GST</u></b>				
Gst On Expenses	(2,229.59)	(4,559.11)	48.90	(15,735.57)
<b><u>TOTAL SINK. FUND EXPENDITURE</u></b>	<b><u>22,035.90</u></b>	<b><u>45,590.89</u></b>		<b><u>157,210.15</u></b>
<b><u>SURPLUS / DEFICIT</u></b>	<b><u>\$ 110,244.28</u></b>	<b><u>\$ 75,815.47</u></b>		<b><u>\$ (33,548.05)</u></b>
Opening Sinking Fund Balance	482,085.15	482,085.15	100.00	515,633.20
<b><u>SINKING FUND BALANCE</u></b>	<b><u>\$ 592,329.43</u></b>	<b><u>\$ 557,900.62</u></b>		<b><u>\$ 482,085.15</u></b>



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

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

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

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

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

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

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

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

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

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

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

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

*The owner must:*

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

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

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

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

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

Improvements to common property include both:

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

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



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

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

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

### Historical improvements

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

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

### Improvement as a 'removal' of something

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

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

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

### **Further right to information**

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

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



# THE ARBOUR ON CHARLOTTE CTS 46851

## Lot Improvements

Account No	Name	Details
02101303	BUTLER S & C	2025/02/27 - Approval to install hybrid flooring



Queensland Titles Registry Pty Ltd  
 ABN 23 648 568 101

**Search Date:** 02/09/2025 14:43

**Request No:** 53210616

## SCHEME NAME

THE ARBOUR ON CHARLOTTE COMMUNITY TITLES SCHEME 46851

## BODY CORPORATE ADDRESS

BODY CORPORATE SYSTEMS PTY LTD  
 PO BOX 743  
 MORNINGSIDE QLD  
 4170

## COMMUNITY MANAGEMENT STATEMENT No: 46851

Title	Lot	Plan	Title	Lot	Plan
50977166	CP	SP 174484	50977168	1101	SP 174484
50977169	1102	SP 174484	50977170	1103	SP 174484
50977171	1104	SP 174484	50977172	1105	SP 174484
50977173	1106	SP 174484	50977174	1107	SP 174484
50977175	1108	SP 174484	50977176	1109	SP 174484
50977177	1110	SP 174484	50977178	1201	SP 174484
50977179	1202	SP 174484	50977180	1203	SP 174484
50977181	1204	SP 174484	50977182	1205	SP 174484
50977183	1206	SP 174484	50977184	1207	SP 174484
50977185	1208	SP 174484	50977186	1209	SP 174484
50977187	1210	SP 174484	50977188	1301	SP 174484
50977189	1302	SP 174484	50977190	1303	SP 174484
50977191	1304	SP 174484	50977192	1305	SP 174484
50977193	1306	SP 174484	50977194	1307	SP 174484
50977195	1308	SP 174484	50977196	1309	SP 174484
50977197	1310	SP 174484	50977198	1401	SP 174484
50977199	1402	SP 174484	50977200	1403	SP 174484
50977201	1404	SP 174484	50977202	1405	SP 174484
50977203	1406	SP 174484	50977204	1407	SP 174484
50977205	1408	SP 174484	50977206	1409	SP 174484
50977207	1410	SP 174484	50977208	1501	SP 174484
50977209	1502	SP 174484	50977210	1503	SP 174484
50977211	1504	SP 174484	50977212	1505	SP 174484
50977213	1506	SP 174484	50977214	1507	SP 174484
50977215	1508	SP 174484	50977216	1509	SP 174484
50977217	1510	SP 174484	50977218	1601	SP 174484
50977219	1602	SP 174484	50977220	1603	SP 174484
50977221	1604	SP 174484	50977222	1605	SP 174484
50977223	1606	SP 174484	50977224	1607	SP 174484
50977225	1608	SP 174484	50977226	1609	SP 174484
50977227	1610	SP 174484	50977228	1701	SP 174484
50977229	1702	SP 174484	50977230	1703	SP 174484
50977231	1704	SP 174484	50977232	1705	SP 174484



Queensland Titles Registry Pty Ltd  
 ABN 23 648 568 101

**CMS Number:** 46851

**COMMUNITY MANAGEMENT STATEMENT No: 46851 (Continued)**

Title	Lot	Plan		Title	Lot	Plan	
50977233	1706	SP	174484	50977234	1707	SP	174484
50977235	1708	SP	174484	50977236	1709	SP	174484
51075105	2101	SP	266297	51075106	2102	SP	266297
51075107	2103	SP	266297	51075108	2104	SP	266297
51075109	2105	SP	266297	51075110	2106	SP	266297
51075111	2107	SP	266297	51075112	2108	SP	266297
51075113	2109	SP	266297	51075114	2110	SP	266297
51075115	2201	SP	266297	51075116	2202	SP	266297
51075117	2203	SP	266297	51075118	2204	SP	266297
51075119	2205	SP	266297	51075120	2206	SP	266297
51075121	2207	SP	266297	51075122	2208	SP	266297
51075123	2209	SP	266297	51075124	2210	SP	266297
51075125	2301	SP	266297	51075126	2302	SP	266297
51075127	2303	SP	266297	51075128	2304	SP	266297
51075129	2305	SP	266297	51075130	2306	SP	266297
51075131	2307	SP	266297	51075132	2308	SP	266297
51075133	2309	SP	266297	51075134	2310	SP	266297
51075135	2401	SP	266297	51075136	2402	SP	266297
51075137	2403	SP	266297	51075138	2404	SP	266297
51075139	2405	SP	266297	51075140	2406	SP	266297
51075141	2407	SP	266297	51075142	2408	SP	266297
51075143	2409	SP	266297	51075144	2501	SP	266297
51075145	2502	SP	266297	51075146	2503	SP	266297
51075147	2504	SP	266297	51075148	2505	SP	266297
51075149	2506	SP	266297	51075150	2507	SP	266297
51075151	2508	SP	266297	51075152	2509	SP	266297
51075153	2601	SP	266297	51075154	2602	SP	266297
51075155	2603	SP	266297	51075156	2604	SP	266297
51075157	2605	SP	266297	51075158	2606	SP	266297
51075159	2607	SP	266297	51075160	2608	SP	266297
51075161	2609	SP	266297	51075162	2701	SP	266297
51075163	2702	SP	266297	51075164	2703	SP	266297
51075165	2704	SP	266297	51075166	2705	SP	266297
51075167	2706	SP	266297	51075168	2707	SP	266297
51075169	2708	SP	266297	51075170	2709	SP	266297
51075171	2801	SP	266297	51075172	2802	SP	266297
51075173	2803	SP	266297	51075174	2804	SP	266297
51075175	2805	SP	266297	51075176	2806	SP	266297
51075177	2807	SP	266297	51075178	2808	SP	266297

**COMMUNITY MANAGEMENT STATEMENT Dealing No: 723315116**

\*\* End of Community Titles Scheme Search \*\*



QUEENSLAND TITLES REGISTRY

## GENERAL REQUEST

FORM 14 Version 4

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

Duty Imprint

Page 1 of 1

**723315116**

ing Number

**EC 470 \$109.31****11/06/2024 12:59:16****CE USE ONLY**m is authorised by legislation and is  
records. For more information see

the Department's website.

**1. Nature of request**Request to Record New Community Management  
Statement for The Arbour On Charlotte Community  
Titles Scheme 46851**Lodger** (Name, address, E-mail & phone number)Body Corporate Systems  
PO Box 743, Morningside QLD 4170  
info@bcsystems.com.au  
07 3899 0299**Lodger  
Code****2. Lot on Plan Description**

Common Property of The Arbour On Charlotte Community Titles Scheme 46851

**Title Reference**

50977166

**3. Registered Proprietor/State Lessee**

Body Corporate for The Arbour On Charlotte Community Titles Scheme 46851

**4. Interest**

Fee Simple

**5. Applicant**

Body Corporate for The Arbour On Charlotte Community Titles Scheme 46851

**6. Request**

I hereby request that:

the new Community Management Statement deposited herewith which amends Schedule C of the  
existing Community Management Statement be recorded as the Community Management  
Statement for The Arbour On Charlotte Community Titles Scheme 46851.**7. Execution by applicant**

Chairperson/Secretary

03/06/2024  
**Execution Date** **Treasurer**  
**Applicant's or Solicitor's Signature**

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



**46851**

BE LODGED TOGETHER WITH  
QUEST 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*  
*Schedule E - Allocation of exclusive use areas*

**1. Name of community titles scheme**

The Arbour on Charlotte Community Titles Scheme  
46851

**2. Regulation module**

Accommodation Module

**3. Name of body corporate**

The Arbour on Charlotte Community Titles Scheme 46851

**4. Scheme land**

Lot on Plan Description  
Common Property of The Arbour on Charlotte Community Titles Scheme 46851  
See Enlarged Panel

Title Reference  
50977166

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

Not Applicable

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

Not Applicable

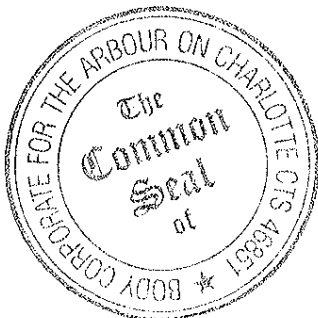
# first community management statement only

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

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

.....signed  
.....name and designation  
.....name of Local Government

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



03 / 06 / 2024  
Execution Date

03 / 06 / 2024  
Execution Date

.....  
Chairperson/Secretary  
.....  
Treasurer/Committee member

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

**Privacy Statement**

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Title Reference [50977166]

4. Scheme Land

Lot on Plan Description	Title Reference
Common property of the Arbour on Charlotte CTS 46851	50977166
Lot 1101 on SP174484	50977168
Lot 1102 on SP174484	50977169
Lot 1103 on SP174484	50977170
Lot 1104 on SP174484	50977171
Lot 1105 on SP174484	50977172
Lot 1106 on SP174484	50977173
Lot 1107 on SP174484	50977174
Lot 1108 on SP174484	50977175
Lot 1109 on SP174484	50977176
Lot 1110 on SP174484	50977177
Lot 1201 on SP174484	50977178
Lot 1202 on SP174484	50977179
Lot 1203 on SP174484	50977180
Lot 1204 on SP174484	50977181
Lot 1205 on SP174484	50977182
Lot 1206 on SP174484	50977183
Lot 1207 on SP174484	50977184
Lot 1208 on SP174484	50977185
Lot 1209 on SP174484	50977186
Lot 1210 on SP174484	50977187
Lot 1301 on SP174484	50977188
Lot 1302 on SP174484	50977189
Lot 1303 on SP174484	50977190
Lot 1304 on SP174484	50977191
Lot 1305 on SP174484	50977192
Lot 1306 on SP174484	50977193
Lot 1307 on SP174484	50977194
Lot 1308 on SP174484	50977195
Lot 1309 on SP174484	50977196
Lot 1310 on SP174484	50977197
Lot 1401 on SP174484	50977198
Lot 1402 on SP174484	50977199
Lot 1403 on SP174484	50977200
Lot 1404 on SP174484	50977201
Lot 1405 on SP174484	50977202
Lot 1406 on SP174484	50977203
Lot 1407 on SP174484	50977204
Lot 1408 on SP174484	50977205
Lot 1409 on SP174484	50977206
Lot 1410 on SP174484	50977207
Lot 1501 on SP174484	50977208
Lot 1502 on SP174484	50977209
Lot 1503 on SP174484	50977210
Lot 1504 on SP174484	50977211
Lot 1505 on SP174484	50977212
Lot 1506 on SP174484	50977213
Lot 1507 on SP174484	50977214
Lot 1508 on SP174484	50977215
Lot 1509 on SP174484	50977216
Lot 1510 on SP174484	50977217
Lot 1601 on SP174484	50977218
Lot 1602 on SP174484	50977219
Lot 1603 on SP174484	50977220
Lot 1604 on SP174484	50977221



Title Reference [50977166]

Lot 1605 on SP174484	50977222
Lot 1606 on SP174484	50977223
Lot 1607 on SP174484	50977224
Lot 1608 on SP174484	50977225
Lot 1609 on SP174484	50977226
Lot 1610 on SP174484	50977227
Lot 1701 on SP174484	50977228
Lot 1702 on SP174484	50977229
Lot 1703 on SP174484	50977230
Lot 1704 on SP174484	50977231
Lot 1705 on SP174484	50977232
Lot 1706 on SP174484	50977233
Lot 1707 on SP174484	50977234
Lot 1708 on SP174484	50977235
Lot 1709 on SP174484	50977236
Lot 2101 on SP266297	51075105
Lot 2102 on SP266297	51075106
Lot 2103 on SP266297	51075107
Lot 2104 on SP266297	51075108
Lot 2105 on SP266297	51075109
Lot 2106 on SP266297	51075110
Lot 2107 on SP266297	51075111
Lot 2108 on SP266297	51075112
Lot 2109 on SP266297	51075113
Lot 2110 on SP266297	51075114
Lot 2201 on SP266297	51075115
Lot 2202 on SP266297	51075116
Lot 2203 on SP266297	51075117
Lot 2204 on SP266297	51075118
Lot 2205 on SP266297	51075119
Lot 2206 on SP266297	51075120
Lot 2207 on SP266297	51075121
Lot 2208 on SP266297	51075122
Lot 2209 on SP266297	51075123
Lot 2210 on SP266297	51075124
Lot 2301 on SP266297	51075125
Lot 2302 on SP266297	51075126
Lot 2303 on SP266297	51075127
Lot 2304 on SP266297	51075128
Lot 2305 on SP266297	51075129
Lot 2306 on SP266297	51075130
Lot 2307 on SP266297	51075131
Lot 2308 on SP266297	51075132
Lot 2309 on SP266297	51075133
Lot 2310 on SP266297	51075134
Lot 2401 on SP266297	51075135
Lot 2402 on SP266297	51075136
Lot 2403 on SP266297	51075137
Lot 2404 on SP266297	51075138
Lot 2405 on SP266297	51075139
Lot 2406 on SP266297	51075140
Lot 2407 on SP266297	51075141
Lot 2408 on SP266297	51075142
Lot 2409 on SP266297	51075143
Lot 2501 on SP266297	51075144
Lot 2502 on SP266297	51075145
Lot 2503 on SP266297	51075146



Title Reference [50977166]

Lot 2504 on SP266297	51075147
Lot 2505 on SP266297	51075148
Lot 2506 on SP266297	51075149
Lot 2507 on SP266297	51075150
Lot 2508 on SP266297	51075151
Lot 2509 on SP266297	51075152
Lot 2601 on SP266297	51075153
Lot 2602 on SP266297	51075154
Lot 2603 on SP266297	51075155
Lot 2604 on SP266297	51075156
Lot 2605 on SP266297	51075157
Lot 2606 on SP266297	51075158
Lot 2607 on SP266297	51075159
Lot 2608 on SP266297	51075160
Lot 2609 on SP266297	51075161
Lot 2701 on SP266297	51075162
Lot 2702 on SP266297	51075163
Lot 2703 on SP266297	51075164
Lot 2704 on SP266297	51075165
Lot 2705 on SP266297	51075166
Lot 2706 on SP266297	51075167
Lot 2707 on SP266297	51075168
Lot 2708 on SP266297	51075169
Lot 2709 on SP266297	51075170
Lot 2801 on SP266297	51075171
Lot 2802 on SP266297	51075172
Lot 2803 on SP266297	51075173
Lot 2804 on SP266297	51075174
Lot 2805 on SP266297	51075175
Lot 2806 on SP266297	51075176
Lot 2807 on SP266297	51075177
Lot 2808 on SP266297	51075178



ENLARGED PANEL

Title Reference [50977166]

Lot on Plan	Contribution	Interest
LOT 1101 ON SP174484	78	95
LOT 1102 ON SP174484	70	81
LOT 1103 ON SP174484	70	81
LOT 1104 ON SP174484	70	81
LOT 1105 ON SP174484	80	95
LOT 1106 ON SP174484	80	93
LOT 1107 ON SP174484	70	79
LOT 1108 ON SP174484	70	79
LOT 1109 ON SP174484	70	79
LOT 1110 ON SP174484	79	93
LOT 1201 ON SP174484	78	97
LOT 1202 ON SP174484	69	83
LOT 1203 ON SP174484	69	83
LOT 1204 ON SP174484	69	83
LOT 1205 ON SP174484	80	97
LOT 1206 ON SP174484	80	94
LOT 1207 ON SP174484	70	80
LOT 1208 ON SP174484	70	80
LOT 1209 ON SP174484	70	80
LOT 1210 ON SP174484	79	94
LOT 1301 ON SP174484	78	99
LOT 1302 ON SP174484	69	85
LOT 1303 ON SP174484	69	85
LOT 1304 ON SP174484	69	85
LOT 1305 ON SP174484	80	99
LOT 1306 ON SP174484	80	96
LOT 1307 ON SP174484	70	82
LOT 1308 ON SP174484	70	82
LOT 1309 ON SP174484	70	82
LOT 1310 ON SP174484	79	96
LOT 1401 ON SP174484	78	100
LOT 1402 ON SP174484	69	86
LOT 1403 ON SP174484	69	86
LOT 1404 ON SP174484	69	86
LOT 1405 ON SP174484	80	100
LOT 1406 ON SP174484	80	98
LOT 1407 ON SP174484	70	84
LOT 1408 ON SP174484	70	84
LOT 1409 ON SP174484	70	84
LOT 1410 ON SP174484	79	98
LOT 1501 ON SP174484	78	102



# SCHEDULE

## Title Reference [50977166]

LOT 1502 ON SP174484	69	88
LOT 1503 ON SP174484	69	88
LOT 1504 ON SP174484	69	88
LOT 1505 ON SP174484	80	102
LOT 1506 ON SP174484	80	99
LOT 1507 ON SP174484	70	85
LOT 1508 ON SP174484	70	85
LOT 1509 ON SP174484	70	85
LOT 1510 ON SP174484	79	99
LOT 1601 ON SP174484	78	104
LOT 1602 ON SP174484	69	89
LOT 1603 ON SP174484	69	89
LOT 1604 ON SP174484	69	89
LOT 1605 ON SP174484	80	104
LOT 1606 ON SP174484	80	101
LOT 1607 ON SP174484	70	87
LOT 1608 ON SP174484	70	87
LOT 1609 ON SP174484	70	87
LOT 1610 ON SP174484	79	101
LOT 1701 ON SP174484	78	105
LOT 1702 ON SP174484	81	105
LOT 1703 ON SP174484	82	105
LOT 1704 ON SP174484	80	105
LOT 1705 ON SP174484	71	88
LOT 1706 ON SP174484	70	88
LOT 1707 ON SP174484	70	88
LOT 1708 ON SP174484	70	88
LOT 1709 ON SP174484	79	103
LOT 2101 ON SP266297	67	84
LOT 2102 ON SP266297	67	84
LOT 2103 ON SP266297	67	84
LOT 2104 ON SP266297	79	115
LOT 2105 ON SP266297	79	117
LOT 2106 ON SP266297	67	78
LOT 2107 ON SP266297	67	78
LOT 2108 ON SP266297	79	109
LOT 2109 ON SP266297	67	76
LOT 2110 ON SP266297	78	104
LOT 2201 ON SP266297	67	85
LOT 2202 ON SP266297	67	85
LOT 2203 ON SP266297	67	85
LOT 2204 ON SP266297	79	116



# SCHEDULE

Title Reference [50977166]

LOT 2205 ON SP266297	79	119
LOT 2206 ON SP266297	67	79
LOT 2207 ON SP266297	67	79
LOT 2208 ON SP266297	79	110
LOT 2209 ON SP266297	67	78
LOT 2210 ON SP266297	78	105
LOT 2301 ON SP266297	67	86
LOT 2302 ON SP266297	67	86
LOT 2303 ON SP266297	67	86
LOT 2304 ON SP266297	79	117
LOT 2305 ON SP266297	79	120
LOT 2306 ON SP266297	67	80
LOT 2307 ON SP266297	67	80
LOT 2308 ON SP266297	79	111
LOT 2309 ON SP266297	67	79
LOT 2310 ON SP266297	78	106
LOT 2401 ON SP266297	79	125
LOT 2402 ON SP266297	67	88
LOT 2403 ON SP266297	79	119
LOT 2404 ON SP266297	79	121
LOT 2405 ON SP266297	67	81
LOT 2406 ON SP266297	67	81
LOT 2407 ON SP266297	79	112
LOT 2408 ON SP266297	67	80
LOT 2409 ON SP266297	78	107
LOT 2501 ON SP266297	79	126
LOT 2502 ON SP266297	67	89
LOT 2503 ON SP266297	79	120
LOT 2504 ON SP266297	79	123
LOT 2505 ON SP266297	67	83
LOT 2506 ON SP266297	67	83
LOT 2507 ON SP266297	79	114
LOT 2508 ON SP266297	67	81
LOT 2509 ON SP266297	78	109
LOT 2601 ON SP266297	79	128
LOT 2602 ON SP266297	67	90
LOT 2603 ON SP266297	79	121
LOT 2604 ON SP266297	79	124
LOT 2605 ON SP266297	67	84
LOT 2606 ON SP266297	67	84
LOT 2607 ON SP266297	79	115
LOT 2608 ON SP266297	67	83



Title Reference [50977166]

LOT 2609 ON SP266297	78	110
LOT 2701 ON SP266297	79	129
LOT 2702 ON SP266297	67	91
LOT 2703 ON SP266297	79	123
LOT 2704 ON SP266297	79	125
LOT 2705 ON SP266297	67	85
LOT 2706 ON SP266297	67	85
LOT 2707 ON SP266297	79	116
LOT 2708 ON SP266297	67	84
LOT 2709 ON SP266297	78	111
LOT 2801 ON SP266297	79	130
LOT 2802 ON SP266297	67	93
LOT 2803 ON SP266297	79	124
LOT 2804 ON SP266297	79	126
LOT 2805 ON SP266297	67	86
LOT 2806 ON SP266297	67	86
LOT 2807 ON SP266297	79	119
LOT 2808 ON SP266297	78	113
<b>TOTALS</b>	<b>10,482</b>	<b>13,686</b>

#### PRINCIPLES FOR DECIDING THE CONTRIBUTION LOT ENTITLEMENT

As required by Chapter 2 of the *Body Corporate and Community Management Act 1997 (Qld)*, the contribution schedule lot entitlements have been calculated using the Equality Principle. In having reference to the below factors, it is just and equitable for there to be a variation in the contribution schedule lot entitlements.

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

The Contribution Schedule Lot Entitlements ("CSLE") for the Scheme are not equal. The CSLE for each residential Lot varies between a minimum of 69 and a maximum of 82. The difference in Lot Entitlements recognises that the nature, features and characteristics of the Lots result in a differential burden on the costs of the Body Corporate for repair and maintenance of the Common Property; however do not impact on how much each Lot should contribute to certain Body Corporate costs such as secretarial fees, audit fees, printing, postage and outlays. When allocating the CSLE each of the factors stated below impacts on the allocation in the following ways:

##### 1. Structure of the Scheme

The Arbour on Charlotte Community Titles Scheme is a basic scheme being developed in 2 stages. Despite the staging of the scheme it is considered that this factor does not contribute to any differences in the Lot Entitlements.

##### 2. Nature, Features and Characteristics of the lots in the Scheme

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

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



Title Reference [50977166]

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

#### PRINCIPLES FOR DECIDING THE INTEREST LOT ENTITLEMENT

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

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

#### 1. INTERPRETATION

##### 1.1 Meaning of Words

The following words have these meanings in this Schedule B of the Community Management Statement unless a contrary intention appears:

**Act** means the *Body Corporate and Community Management Act 1997 (Qld)*.

**CMS** means this community management statement.

**CTS** means the community titles scheme to which this CMS applies.

**Development Lot** means any Lot which is intended by the Original Owner to be further subdivided, or which may possibly at some time in the future be subdivided, to create a Lot or Lots that are intended to be become Scheme Land. A Development Lot may be created by adding a lot to the CTS, subdivision of one or more existing Development Lots or by amalgamation of existing or future lots.

**Lot** means a lot means a lot that is Scheme Land within the meaning of the Act.

**Original Owner** means Ormeau Properties Pty Ltd its nominees, assigns and successors in title and where the context requires, any related entity of the Original Owner.

**Owner** has the meaning defined by the Act and includes successors in title and assigns of the Owner.

**Scheme Land** means all the land contained in the Scheme.

##### 1.2 Rules of Interpretation

In this Schedule B of the CMS unless a contrary intention appears:

- (a) a reference to this Schedule B of the CMS includes a replacement of it;
- (b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (c) the singular includes the plural and vice versa;
- (d) a reference to a person includes a firm, a body corporate, an unincorporated association or an authority; and
- (e) a reference to a person includes a reference to the persons executors, administrators, successors, substitutes (including, but not limited to persons taking by novation) and assigns.

#### 2. FUTURE DEVELOPMENT

##### 2.1 Proposed future development



Title Reference [50977166]

- (a) At the date of this CMS, there is no layered arrangement, and no layered arrangement is presently proposed.
- (b) This CTS is being developed in a number of stages by the construction of buildings and infrastructure and further subdivision of land and Development Lots (which may also be done in stages) to create the developed CTS.
- (c) Buildings and other improvements may be built on Lots either before or after they are created by subdivision.
- (d) The future stages, when they occur, will be subdivided by registration of standard format, building format or volumetric plans to create Lots and possibly, common property for this CTS.

**2.2 Lots**

- (a) Lots may be created in any order, at any time.
- (b) The Owner of a Development Lot may remove the whole or any part of that Lot from the CTS at any time. If the whole or any part of a Development Lot is removed from the CTS, then the CTS will comprise any remaining Lots and existing common property.
- (c) From time to time, Lots or a part of a Lot or common property may be removed from the Scheme Land as is deemed necessary by the Original Owner in its absolute discretion.
- (d) Lots may be amalgamated with other Lots or parts of Lots from time to time.
- (e) Lots and common property constituting Scheme Land may be amalgamated and subdivided (by standard, building or volumetric format plans) from time to time including but without limitation subdivision of common property into one or more Lots.

**2.3 Addition of other land to the Scheme**

- (a) Additional land may be added to the Scheme as a lot or as common property together with such additional land (if any) created upon closure of any road or the transfer of any land to the Original Owner by any authority, or any other land adjoining or in reasonable proximity to the Scheme Land.
- (b) Subject to this CMS for the purpose of adjusting or specifying lot entitlements as a consequence of the addition of land to the CTS:
  - (1) the contribution schedule lot entitlements for each Lot created will be calculated in accordance with clause 3 herein; and
  - (2) the interest schedule lot entitlements for each Lot created will be calculated in accordance with clause 4 herein.

**2.4 Exclusive Use/Special Privileges Area**

- (a) Exclusive use rights and/or special privilege areas may be granted from time to time over body corporate assets or common property of this CTS
  - (1) in favour of Lots included in this CTS;
  - (2) in favour of any Service Contractor and/or Letting Agent; and/or
  - (3) as determined and allocated by the Original Owner from time to time whether pursuant to a bylaw contained in Schedule C or otherwise including but without limitation exclusive use or special privilege rights over car parking, storage, gardens and grounds spaces constructed or to be constructed on common property.

**2.5 Buildings and other development**

- (a) Buildings on Scheme Land may be enlarged, erected, refurbished or rebuilt or structurally altered from time to time.
- (b) The whole or any part of the Scheme Land may be redeveloped from time to time.
- (c) Work may be carried out in, on, over or under land constituting Scheme Land.



Title Reference [50977166]

- (d) Land or a building, or work on, over or under land or a building may be used for such purposes as are determined from time to time by the Original Owner and/or the body corporate including (but without limitation) use for any residential or commercial purposes; facilities including recreational facilities and meeting facilities; easements including statutory or other easements including (but without limitation) easements for access and services; common property; other facilities to support the uses of adjacent land.

**2.6 Stages**

- (a) The development of the Scheme Land will be in stages.
- (b) If one or more of the stages does not proceed, it will not hinder another stage from proceeding.
- (c) The stages may be carried out and developed in any order as determined by:
- (1) the Original Owner and/or its nominee; and/or
  - (2) the local government or any other authority.

**2.7 Changes to Aspects of the CTS**

Market, economic and site conditions, the requirements of the local government and any other relevant authorities, and the type, extent and conditions of approvals may mean that changes are made to:

- (a) the number of stages;
- (b) the size of each stage;
- (c) the configuration of Lots in each stage;
- (d) the predominant purpose of each stage (including the use of Lots);
- (e) the timing of each stage;
- (f) the number of Lots;
- (g) the size of Lots;
- (h) the position and size of roads;
- (i) the extent and location of common property; and
- (j) the CMS (including this Schedule B).

**2.8 Covenants and Agreements**

The Original Owner and/or the body corporate is allowed to grant all easements, covenants and enter into all agreements required by any relevant authority, utilities or services providers. This may include without limitation any or all of the following:

- (a) the granting, surrendering or amending of any registered easements and/or covenants;
- (b) the dedication of any land to any authority;
- (c) the granting of rights in relation to access to or use of common property; and/or
- (d) agreements with respect to the maintenance of any land or facility within the general vicinity of the Scheme,

and the terms of such agreements shall be at the absolute discretion of the Original Owner.

**3. CALCULATION OF CONTRIBUTION SCHEDULE LOT ENTITLEMENTS**

**3.1 Current Entitlements**

The contribution schedule lot entitlements ("CSLEs") for Lots in the CTS in the current stage are set out in Schedule A of the CMS.

**3.2 Calculation for future stages and Development Lots**

This clause explains how the CSLEs for Lots created by subdivision, amalgamation and development generally in the future will be calculated:

CSLE = Base + Factor for Accommodation + Factor for Support & Shelter

Where:

Base = 51

Factor for Accommodation = 7 multiplied by the number of approved bedrooms

Factor for Support & Shelter = 0.2 multiplied by the total area of the Lot



**Title Reference [50977166]**

The CSLE is rounded up to the nearest whole number.

**3.3 Changes to CLLEs**

The Original Owner can at any time amend clause 3 herein. Any changes made will, so far as possible, reflect the same principles, but shall be at the direction and the absolute discretion of the Original Owner.

**3.4 Calculation of the aggregate of CSLEs**

The aggregate of the CSLEs is calculated as the sum of all contribution schedule lot entitlements for all Lots in the CTS. The aggregate will change from time to time as new Lots are created, or the CTS is altered in other ways.

**4. CALCULATION OF INTEREST SCHEDULE LOT ENTITLEMENTS**

**4.1 Current Entitlements**

The interest schedule lot entitlements ("ISLEs") for Lots in the CTS in the current stage are set out in Schedule A of the CMS.

**4.2 Calculation for future stages and Development Lots**

This clause explains how the ISLEs for Lots created by subdivision, amalgamation and development generally in the future will be calculated:

$$\text{ISLE} = \text{Market Value} \times 0.00025$$

Where:

Market Value = the market value of the Lot as determined by the Original Owner.

The ISLE is rounded up to the nearest whole number.

**4.3 Changes to ISLEs**

The Original Owner can at any time amend clause 4 herein. Any changes made will, so far as possible, reflect the same principles, but shall be at the direction and the absolute discretion of the Original Owner.

**4.4 Calculation of the aggregate of ISLEs**

The aggregate of the ISLEs is calculated as the sum of all interest schedule lot entitlements for all Lots in the CTS. The aggregate will change from time to time as new Lots are created, or the CTS is altered in other ways.

**SCHEDULE C BY-LAWS**

**PART 1 - INTERPRETATION**

**1. Interpretation**

1.1 These By-Laws are to be interpreted in accordance with the following rules:

- (a) terms not defined in this CMS but defined in the Act have the meanings given to them in the Act;
- (b) headings are included for convenience only and do not affect interpretation;
- (c) words in the singular include the plural and vice versa;
- (d) words indicating any gender indicate the appropriate gender;
- (e) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (f) a reference to a person is to be construed as a reference to an individual, body corporate, unincorporated association, partnership, joint venture or government body;



Title Reference 150977166]

- (g) a reference to any document (including this document) include references to the document as amended, consolidated, supplemented, novated or replaced;
- (h) a reference to a statute includes a reference to or citation of all enactments amending or consolidating the statute and to an enactment substituted for the statute;
- (i) monetary references are references to Australian currency;  
  
where these By-Laws say that something can or must be done by the Body Corporate then that thing may be done by the Committee unless there is a legal restriction on the Committee doing so;
- (k) all By-Laws must be construed so as to be valid, legal and enforceable in all respects. If any By-Law is illegal, invalid or unenforceable it is to be read down to such extent as may be necessary to ensure that it is legal, valid or enforceable as may be reasonable in the circumstances so as to give valid operation of a partial character. If any such By-Law cannot be read down it, is deemed void and is severed and the remaining By-Laws are not in any way affected or impaired;
- (l) these By-Laws must be read in conjunction with the Owners and Occupiers obligations under the Act.

**2. Definitions**

2.1 In these By-Laws unless a contrary intention appears:

- (a) **Act** means the *Body Corporate and Community Management Act 1997 (Q/d)* and the Regulation Module applying to the Scheme.
- (b) **Authority** means any body, government or otherwise, or person having or exercising control over the use or operation of the Scheme.
- (c) **Body Corporate** means the body corporate created upon establishment of the Scheme.
- (d) **Breach** means any breach, potential breach or threatened breach by an Owner, Occupier or Invitee of:
  - (1) these By-Laws;
  - (2) the Act;
  - (3) this CMS;
  - (4) any registered covenant or easement over the Common Property; or
  - (5) any rules relating to the Common Property made by the Committee pursuant to these By-Laws.
- (e) **By-Laws** means the by-laws or any specified part of them.
- (f) **CMS** means this community management statement.
- (g) **Committee** means the Committee of the Body Corporate appointed pursuant to the Act.
- (h) **Committee's Representative** means a member of the Committee or other person or body appointed from time to time for the purpose of representing the Committee.  
  
**Common Property** means the common property of the Scheme.
- (j) **Costs** includes any cost, charge, expense, administration fee, outgoing, payment or other expenditure of any nature whatsoever, including, where appropriate, all legal fees on a solicitor and own client (indemnity basis) and the costs of rectifying any Breach, or making good any damage caused by any Breach.
- (k) **Council** means the Brisbane City Council.
- (l) **Heavy Vehicle** includes a motor vehicle in excess of 3 tonnes weight loaded and includes, irrespective of weight all mobile/motor homes, towed caravans, boats and campervans.
- (m) **Invitee** includes a tenant, guest, servant, employee, agent, member of the family, contractor, customer, visitor, invitee or licensee of an Owner or Occupier.



**Title Reference [509771661]**

- (n) Law means any statute, rule, regulation, proclamation, ordinance, by-law or statutory instrument.
- (o) Letting Agent means the person or corporation who from time to time holds an authorisation to act as the letting agent for the Scheme.
- (p) Lot means a lot in the Scheme and includes all improvements constructed on a lot and any areas of Common Property attaching to a lot under an exclusive use By-Law.
- (q) Motor Vehicle includes motor bikes and scooters, but does not include Heavy Vehicles.
- (r) Notice means any notice in writing, any statement in writing, any written material and any other written communication.
- (s) Occupier means any occupier of a Lot and includes:
  - (1) the Owner (where the context requires, even if the owner is not in occupation of the Lot);
  - (2) a mortgagee in possession of a Lot;
  - (3) a tenant or lessee (registered or otherwise) of a Lot or part of a Lot; and
  - (4) includes an occupier of part of a Lot.
- (t) Original Owner means Ormeau Properties Pty Ltd its nominees, assigns and successors in title and where the context requires, any related entity of the Original Owner.
- (u) Owner has the meaning defined by the Act and includes successors in title and assigns of the Owner.
- (v) Service Contractor means the person or corporation appointed by the Body Corporate from time to time as service contractor to, amongst other things, keep the Common Property maintained in good order and repair.
- (w) Scheme means The Arbour on Charlotte community titles scheme.
- (x) Scheme Land means all the land contained in the Scheme.
- (y) Secretary means the Secretary of the Body Corporate.
- (z) Speed Limit means 10 kilometres per hour or such other speed nominated by the committee

**PART 2 —COMPLIANCE WITH CMS, BY-LAWS RULES AND NOTICES**

**3. Observance of By-Laws and peaceful enjoyment**

- 3.1 Occupiers must observe and ensure that the By-Laws are observed by their Invitees.
- 3.2 Occupiers must not behave in a manner likely to interfere with the peaceful enjoyment of other Occupiers.
- 3.3 An Owner whose Lot is the subject of a lease, licence or tenancy agreement must take reasonable steps to ensure that any lessee, licensee, tenant or other Occupier and their Invitees comply with and observe these By-Laws.
- 3.4 An Owner must give a copy of these By-Laws to any Occupier of the Lot

**4. Committee rules**

- 4.1 The Committee may make, amend, delete or add to, from time to time, rules relating to the Common Property and/or assets of the Body Corporate and in particular (without limitation) in relation the use of any improvements on or facilities within the Common Property and/or assets of the Body Corporate not inconsistent with these By-Laws, unless and until they are disallowed or revoked by the Body Corporate in general meeting.
- 4.2 Occupiers must comply with any rules relating to Common Property and/or assets of the Body Corporate made under this By-Law

**5. Instructions to contractors etc.**

- 5.1 Occupiers must not directly instruct any contractors or workmen employed by the Body Corporate unless



**Title Reference [50977166]**

authorised in writing by the Body Corporate.

**6. Notices to be observed**

- 6.1 Occupiers and Invitees must observe the terms of any Notice displayed in the Common Property and/or assets of the Body Corporate by authority of the Body Corporate, Committee or Authority.

**7. Throwing or dumping objects**

- 7.1 Occupiers and Invitees must:

- (a) not deposit or throw upon the Common Property or the exterior of a Lot any rubbish, dirt, dust or other material likely to interfere with the peaceful use and enjoyment of another Occupier or Invitee;
- (b) not throw or allow to fall or permit to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of any window, door or balcony (if any) of a Lot;
- (c) lawfully dispose of any rubbish; and
- (d) follow all directions of the Committee with respect to the disposal of rubbish within the Scheme.

- 7.2 The Committee is empowered to clear away (at the cost of any offending Occupier or Invitee) all such rubbish, dirt, dust, paper, refuse, cigarette butts or other material or substance and repair any damage.

**8. Moving in/out of Scheme**

- 8.1 All moving of furniture and other materials in and out of the Scheme, regardless of size, must be booked through the Service Contractor, who will nominate a time and lift to be used for the purposes of such moving.  
Protective lift curtains may be required to be used for all moves.

**PART 3 - VEHICLES**

**9. Visitor parking**

- 9.1 (1) An Occupier 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.
- (2) An approval under subsection (1) must state the period for which it is given, with the exception of designated visitor parking.
- (3) However, the Body Corporate may cancel the approval by giving 7 days written notice to the Occupier, with the exception of designated visitor parking.

**10. Heavy Vehicles**

- 10.1 Heavy Vehicles are not permitted on Common Property and/or assets of the Body Corporate without the prior written permission of the Committee which can be given or withheld at its absolute discretion.

**11. Speed Limit**

- 11.1 Occupiers must not exceed the Speed Limit while driving any vehicle on Scheme Land. Occupiers must use their best endeavours to ensure that their Invitees do not exceed the Speed Limit.

**12. Bicycles**

- 12.1 Bicycles shall only be stored in the areas and racks provided by the Body Corporate (if any) and must be locked to prevent theft. Bicycles may only be brought into and out of the Scheme by way of the car park entry.
- 12.2 No motor bikes or scooters are to be stored or allowed to stand in any areas designated for bicycles.



**Title Reference [50977166]**

**13. Removal**

- 13.1 The Committee is empowered to remove, at the expense of the vehicle's owner, vehicles parked illegally on Common Property by towing or other means.

**PART 4 - OBLIGATIONS IN RESPECT OF LOTS**

**14. Use of Lots**

- 14.1 Subject to these By-Laws (including without limitation the rights of the Service Contractor and Letting Agent under Part 8), Lots must be used only for residential purposes.
- 14.2 Lots must not be used:
- (a) for any purposes that may cause a nuisance or hazard or in any manner likely to interfere with the peaceful enjoyment of other Occupiers or any person lawfully using Scheme Land;
  - (b) for any illegal or immoral purposes that will interfere with the good reputation of the Scheme; or
  - (c) for any purpose that may endanger the safety or good reputation of persons residing within the Scheme.
- 14.3 Occupiers may, providing that it is lawful to do so, carry out a home occupational business from a Lot and may receive visitors for that purpose provided:
- (a) the use does not conflict with the rights of any Service Contractor or Letting Agent under these By-Laws or otherwise appointed by the Body Corporate;
  - (b) the use is lawful and all necessary permits and insurances for the use are held;
  - (c) the use does not unreasonably interfere with the amenity of other Occupiers; and
  - (d) the Occupier obeys the reasonable directions and requirements of the Committee.

**15. Maintenance of Lots**

- 15.1 Occupiers must:
- (a) maintain their Lot and keep it clean and free of rubbish and vermin;
  - (b) keep accessible windows and glass clean;
  - (c) maintain and repair their Lot so that it is not offensive in appearance to other Occupiers; and
  - (d) ensure that all balconies and terraces that form part of their Lot do not leak resulting in water escaping into other Lots or Common Property.
- 15.2 If the Committee gives the Occupier reasonable notice of the intention to enter the Lot for inspection or to carry out works, the Occupier must permit representatives and agents of the Body Corporate access to the Lot at all reasonable times for the purpose of inspection and carrying out works to rectify any Breach.
- 15.3 An Occupier of a Lot which contains any garden area or feature plants must maintain that area or plants so as to be tidy in appearance and facilitate the Scheme being visually uniform.

**16. Structural matters**

- 16.1 An Owner or Occupier must not:
- (a) make any structural alterations to the Lot (including any alteration to gas, water, electrical or similar installations or installation of any air-conditioning system); or
  - (b) do anything which might affect the structural integrity of the improvements on the Scheme Land,
- without the prior written consent of the Committee. The Owner or Occupier must obtain any other approval required by law.



**Title Reference [50977166]**

**17. Changes to external appearance**

17.1 An Owner or Occupier may not do anything to change the external appearance of the Lot without the prior written consent of the Committee and consent of the Council (if required). For example, this means an Owner or Occupier must not:

- (a) enclose the balcony of the Lot;
- (b) place or construct any improvement on the Lot which can be seen from the outside of the Lot;
- (c) fix any antennae or aerial to the Lot;
- (d) affix shutters, awnings, tinting or security screens on any door or window;
- (e) hang curtains or other window trimmings in the Lot except curtains with a white or neutral backing;  
alter any landscaping or garden;
- (g) hang washing, bedding or other articles, display any sign, banner, advertisement or similar articles, use any part of the Lot for storage (except exclusive use storage areas), keep any oversized plants (as determined in the opinion of the Committee) and install any aerials, receivers or the like if it is visible from the outside of the Lot.

**18. Treatment of balconies and terraces**

18.1 All balconies and terraces are to remain unenclosed with no shutters, glazing, louvers or similar permanent structures other than those consistent with any requirement of the Council, clearly depicted on approved Council drawings.

**19. Security**

19.1 Occupiers must:

- (a) lock or securely fasten all doors and window whenever the Lot is not occupied;
- (b) after entry or exit, close and lock any door, gate, roller door or other means of entry to the Scheme Land or an asset of the Body Corporate which are intended to prevent unauthorised access;
- (c) keep all keys and other security devices in a safe place and immediately report to the Body Corporate or Service Contractor any keys or other security devices which may be lost or stolen.

**20. Security screens**

20.1 An Owner or Occupier must not affix security screens to any window or door without the prior consent of the Committee. Only security screens which have the appearance of insect screens and do not detract from the appearance of the building will be approved. Diamond mesh, grills and similar coverings will not be approved.

**21. Consent to alterations**

21.1 The following procedure applies to an application for consent to alterations:

- (a) the Owner must submit a written request together with plans and specifications to the Committee;
- (b) the Committee may submit the plans to an architect, engineer or other consultant nominated by it, if they consider they need specialised advice;
- (c) the Committee may impose conditions on the approval of the plans and specifications; and
- (d) all fees and costs incurred by the Committee must be paid by the Owner.



**Title Reference [50977166]**

**22. Hard flooring**

- 22.1 An owner of a lot must not install, cause or permit to be installed or place in or upon any part of the lot hard flooring (such as timber vinyl, tiles, marble, laminate or any other similar material) unless the owner of the lot has obtained the written approval of the body corporate.
- 22.2 Any approval issued by the body corporate shall attached the following conditions, in addition to any other conditions which the committee may impose:
- (1) The flooring (as installed) must achieve a sound impact isolation rating of lower than or equal to 50 (LnTw);
  - (2) The lot owner must have the flooring (as installed) tested by a property qualified acoustic testing professional and supply a report within 21 days after installation to the committee, to prove the minimum sound performance rating has been met.
- 22.3 The owner or occupier of a lot remains liable to the other owners and occupiers and to the body corporate in accordance with any applicable by-law regulating noise or nuisance, even in circumstances where the body corporate has approved the installation of hard flooring in the lot.
- 22.4 Where the rating of the completed flooring does not meet the standard detailed in this by-law, the owner must within 90 days and at its own cost, cause the flooring to be removed and/or have any necessary procedures or additional work undertaken in order for the flooring to comply with the requirements

**23. Carpet**

- 23.1 An owner may install new carpet to the lot to replace existing hard flooring or existing carpet without obtaining a specific approval from the body corporate. An owner who undertakes work under this part must:
- (1) Install a high-quality underlay below the carpet to isolate sound to achieve a sound impact isolation rating of lower than or equal to 50 (LnTw).
  - (2) Provide the committee with evidence as to the sound rating of the new carpet only upon the committee's reasonable request.
- 23.2 The owner or occupier of a lot remains liable to the other owners and occupiers and to the body corporate in accordance with any applicable by-law regulating noise or nuisance, even in circumstances where the body corporate has approved the installation of hard flooring in the lot.
- 23.3 Where the rating of the completed flooring does not meet the standard detailed in this by-law, the owner must within 90 days and at its own cost, cause the flooring to be removed and/or have any necessary procedures or additional work undertaken in order for the flooring to comply with the requirements.

**24. Air-conditioning units located on Common Property**

- 24.1 Air-conditioning units for Lots may be located on Common Property (such as on the roof of the Scheme building).
- 24.2 Responsibility for the maintenance of air-conditioning units which service individual Lots are:
- (a) Owner or Occupier:
    - (1) must maintain the air-conditioning unit and any associated infrastructure for their Lot in good working order (and for the avoidance of doubt, the Body Corporate is not responsible for the same); and



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- (2) is responsible for *the* air-conditioning unit and any associated infrastructure for their Lot in all respects including any loss or damage to or caused by the same (and as such, it is up to the Owner or Occupier to hold all appropriate insurances as the Body Corporate is not responsible for insuring the air-conditioning units or associated infrastructure).
- (b) Body Corporate must:
  - (1) keep the area in which the units are maintained generally in a clean and tidy condition (subject to the prevailing conditions if the units are located outdoors);
  - (2) allow access to the area during business hours to a licensed contractor of an Owner or Occupier upon at least 2 days' notice from the Owner or Occupier;
  - (3) maintain the Common Property area generally [but if any such maintenance is required due to damage caused by an Owner or Occupier (other than fair wear and tear) the Body Corporate can charge the relevant Owner or Occupier the Cost of the same].
  - (4) maintain utility infrastructure and other Body Corporate fixtures within the area [but if any such action is required due to damage caused by an Owner or Occupier (other than fair wear and tear) the Body Corporate can charge the relevant Owner or Occupier the Cost].

**25. Clearance of post boxes**

- 25.1 Occupiers (and if the Lot is vacant, Owners) must regularly clear the post box for the Lot and follow all directions of the Committee as to the use of post boxes.

**26. Nuisance**

- 26.1 Occupiers and Invitees must not make or permit any noise likely to unreasonably interfere with the peaceful enjoyment of other Occupiers.
- 26.2 Occupiers must take all practical means to minimise annoyance to other Occupiers including by closing doors, windows and curtains and taking such other further reasonable steps as may be within their power.
- 26.3 Invitees leaving after 11.00pm must be requested to leave quietly. Quietness must also be observed when an Occupier returns or leaves late at night or in early morning hours.
- 26.4 Occupiers must not operate any electronic device or equipment which interferes with any domestic appliance or apparatus lawfully in use within the Scheme.
- 26.5 Occupiers must be appropriately dressed at all times when visible from Common Property, other Lots or outside the Scheme.

**27. Infectious diseases**

- 27.1 Occupiers must:
  - (a) immediately give Notice to the Body Corporate of any serious infectious disease contracted by an Occupier or Invitee; and
  - (b) include in such Notice details of all relevant information related to that disease.

**28. Insurance**

- 28.1 Occupiers must not bring onto, do or keep anything in or on their Lots which may increase the rate of insurance for the Scheme or which may conflict with the law relating to fire or safety, or any insurance policy for the Scheme or the regulations of any Authority.



**Title Reference [50977166]**

**PART 5 - OBLIGATIONS RELATING TO USE OF COMMON PROPERTY, ASSETS OF THE BODY CORPORATE AND LOTS**

**29. Garbage disposal**

- 29.1 Garbage must be kept in a clean dry garbage receptacle within a Lot or on Common Property designated by the Committee.
- 29.2 Occupiers must not, in disposing of garbage, adversely affect the health, hygiene or comfort of other Occupiers and Invitees.
- 29.3 Occupiers must not put any rubbish, dirt or other offensive material on the Common Property or an asset of the Body Corporate and must directly dispose of any rubbish generated within or located within that Occupier's Lot.
- 29.4 Occupiers must in using any garbage chute, ensure:
- (a) no glass or boxes are deposited in the chute; and
  - (b) all rubbish is securely fastened in a bag.
- 29.5 The Committee may:
- (a) clear away all rubbish, dirt or other material located on the Common Property, an asset of the Body Corporate or within a Lot;
  - (b) repair any damage caused to the Common Property, an asset of the Body Corporate or the Lot by any rubbish, dirt or other material,
- at the cost of the Owner of the offending Lot.
- 29.6 The Body Corporate has the power to devise and adopt a garbage storage removal system from time to time. Any system must first be approved by Council's waste service division and must be complied with by Occupiers.

**30. Flammable substances**

- 30.1 Occupiers must not, without the written permission of the Committee, store a flammable substance on the Common Property or a Body Corporate Asset (other than fuel in a vehicle).
- 30.2 Occupiers must not, without the written permission of the Committee, store a flammable substance on the Lot unless the substance is used or intended to be used for domestic purposes (such as reticulated gas for cooking or a gas bottle for an external BBQ).

**31. Keeping of pets**

- 31.1 Subject to section 181 of *the Act* and this By-Law, Occupiers may not keep or bring any animal on Scheme Land. An Owner or Occupier may keep one animal (ie. one dog or one cat) only in a Lot as long as:
- (a) the Occupier gives the Committee prior notice of its intention to keep the animal and details of the type, size and registration of the animal;
  - (b) the animal:
    - (1) weighs less than 15 kilograms (fully grown);
    - (2) notification must be given to the building manager with the required details (ie. Information of the pet, name, pet owner prior to entry into the building).
    - (3) if required by any Authority, registered and micro-chipped;
    - (4) is a domesticated pet; and
    - (5) does not disturb Occupiers or create any safety or amenity issues as to Scheme Land.
- 31.2 The onus of proving that the animal complies with this By-Law is on the Owner or Occupier.



**Title Reference [50977166]**

- 31.3 A person may not allow an animal to be permitted by this By-Law onto the Common Property or an asset of the Body Corporate unless the person is carrying the animal or the animal is otherwise suitably restrained. An Occupier who has an approval animal is absolutely liable to each other Owner and Occupier and their respective Invitees for any unreasonable nuisance or injury to any person or damage to any property caused by the animal.

**32. Auction sales**

- 32.1 Occupiers must not permit any auction sale to be conducted or take place within their Lot or upon the Common Property or an asset of the Body Corporate without the prior written permission of the Committee.

**33. Use of facilities**

- 33.1 Occupiers must use facilities in the Lots, the Common Property, and any asset of the Body Corporate properly and not for any purpose for which they or it were not intended for use.

**PART 6 — OBLIGATIONS IN RESPECT OF COMMON PROPERTY AND ASSETS OF THE BODY CORPORATE**

**34. Obstruction**

- 34.1 Occupiers must not:

- (a) interfere with:
  - (1) the lawful use of the Common Property or an asset of the Body Corporate;
  - (2) the use of access ways, footpaths or driveways on the Common Property or an asset of the Body Corporate or any easement giving access to or through Scheme Land; or
- (b) use access ways, footpaths or driveways for any purpose other than access.

**35. Accidents and insurance claims**

- 35.1 Occupiers must:

- (a) give Notice to the Body Corporate of any accident which occurs or arises out of or relates to Common Property and/or assets of the Body Corporate;
- (b) include in such Notice, all details of the accident which would be normally required by an insurer; and
- (c) provide all such assistance with any insurance claim arising out of such accident as is reasonably required by the Body Corporate.

**36. Damage**

- 36.1 Occupiers must not damage or remove for their own purposes any lawn, garden or plant on Common Property without the written consent of the Committee.
- 36.2 Occupiers must not alter, operate, damage or in any way deface any structure that forms part of the Common Property or an asset of the Body Corporate without the written consent of the Committee.
- 36.3 Occupiers must promptly notify the Body Corporate of any damage to or defect in any services, connections or fixtures which comprise part of the Common Property or any damage or defect to any asset of the Body Corporate.

**PART 7 — BODY CORPORATE POWERS**

**37. Breach**

- 37.1 If an Owner or Occupier commits a Breach, the Body Corporate may give the Owner and Occupier a Notice to remedy the Breach within 14 days.
- 37.2 If the Owner or Occupier fails to remedy the Breach, the Body Corporate may, on a further 3 days' Notice to the Owner and Occupier, enter the Lot (or any applicable Common Property or asset of the Body Corporate to which an exclusive use right applies) and carry out any necessary works to remedy the Breach.
- 37.3 If an Owner commits a Breach and the Committee deems it to be an emergency situation, the Body Corporate



**Title Reference [50977166]**

may immediately enter the Lot or any other relevant area, and carry out the necessary works to remedy the Breach.

- 37.4 For the avoidance of doubt, the Body Corporate may recover its Costs in respect of that Breach in accordance with these By-Laws and under the Act.

**38. Inspection of Lots**

- 38.1 Occupiers must (upon 3 days' Notice except in the case of an emergency when no Notice is required) permit representatives of the Body Corporate to access their Lot to:

- (a) conduct inspections;
- (b) test any equipment within the Lot;
- (c) trace and repair any leakage or defect in equipment within the Lot at the expense of the Owner;
- (d) read any meter situation within the Lot; and
- (e) maintain any equipment (including mechanical exhaust equipment) within the Lot at the expense of the Owner.

- 38.2 If an Owner does not permit access, the Body Corporate may affect entry and will not be liable for any damage occasioned to the Lot or any structure on the Lot in effecting the entry.

- 38.3 The Body Corporate, in exercising its powers under these By-Laws will ensure that it causes little inconvenience to the Occupier as is reasonable in the circumstances.

**39. Recovery of Costs**

- 39.1 If an Occupier or Invitee commits a Breach, the Owner of the relevant Lot must pay on demand the whole of the Body Corporate's Costs in respect of that Breach, which amount will be deemed to be a liquidated debt.

- 39.2 Where the Body Corporate incurs Costs as a result of a Breach, the Body Corporate will be entitled and the Committee may, in its absolute discretion:

- (a) seek and order of an Adjudicator under the Act requiring the Owner who committed the Breach, or who is responsible for the Breach (if the Breach was committed by an Occupier or Invitee) to pay the Body Corporate's Costs; or
- (b) recover its Costs as a debt in an action in any court of competent jurisdiction from the Owner who committed the Breach or who is responsible for the Breach (if the Breach was committed by an Occupier or Invitee).

**40. Levies**

- 40.1 If:

- (a) a contribution levied under the Act is unpaid 30 days after it falls due for payment; or
- (b) Costs due are unpaid 30 days after demand is made by the Body Corporate, then the Owner will have committed a Breach.

- 40.2 If, at the time a person becomes the Owner, another person is liable in respect of the Lot to pay a contribution or interest on a contribution, the Owner is jointly and severally liable with the other person for the payment of the contribution or interest.

- 40.3 Unpaid contributions and interest and all Costs associated with the collecting of unpaid amounts are recoverable by the Body Corporate as a liquidated debt.

**41. Correspondence**

- 41.1 All complaints and applications to the Body Corporate or the Committee must be addressed in writing to the Secretary and not to any other member of the Committee.



**Title Reference [50977166]**

**42. Security system**

- 42.1 The Body Corporate is empowered to establish and maintain a system in order to keep the Scheme secure which may include the keeping of a master key for the Scheme which enables entry into Lots. The Body Corporate may give a copy of only such master key to the Service Contractor.
- 42.2 For the avoidance of doubt the security system may restrict the access of Occupiers to certain areas of Common Property or assets of the Body Corporate within the Scheme such as lift motor rooms etc. and may only permit access via lifts to areas and passageways on certain levels (that is access to the level of the relevant Lot and not all levels).
- 42.3 If the Body Corporate operates a security system, no Occupier may interfere with that system or alter any locking device preventing entry to their Lot without the prior approval of the Committee.

**43. Fire alarms**

- 43.1 Occupiers who cause any fire or other alarm to be set off must pay the costs of the Body Corporate incurred as a result, including any call out charges of the emergency services.

**PART 8 - LETTING AGENT AND SERVICE CONTRACTOR**

**44. Letting Agent — exclusive letting right**

- 44.1 While the Letting Agent holds an authorisation from the Body Corporate to act as a letting agent for the Scheme, the Letting Agent may conduct a letting agent's business from the Scheme to the exclusion of all others.
- 44.2 The Letting Agent may, with the prior written consent of the Committee, affix and display on the Common Property such signs and advertisements as may be reasonably required by the Letting Agent in the performance of its duties and in the exercise of its right under any agreement entered into between the Letting Agent and the Body Corporate.

**45. Service Contractor — exclusive right**

- 45.1 While the Service Contractor holds an appointment from the Body Corporate to manage and maintain the Common Property (in accordance with the terms of that appointment), the Service Contractor may provide its services to the Body Corporate to the exclusion of all others.

**46. Letting Agent and Service Contractor — Body Corporate's obligations**

- 46.1 Whilst the Letting Agent holds an authorisation from the Body Corporate to act as a letting agent for the Scheme and/or the Service Contractor holds an appointment from the Body Corporate to manage and maintain the Common Property ("the Agreements"), the Body Corporate:
  - (a) will not directly or indirectly provide any of the services set out in the Agreements;
  - (b) will not permit any person, including its staff to carry on or render or be concerned in any business which competes with the business carried on by the Letting Agent or Service Contractor under the Agreements;
  - (c) will not enter into with any other person an agreement, authority or appointment which is similar to the Agreements (unless as to a new appointment to commence following expiry of an appointment);
  - (d) will not make any part of the Common Property or an asset of the Body Corporate available to any person for the purpose of conducting any business which competes with the business carried on by the Letting Agent or Service Contractor under the Agreements.

**47. Letting Agent and Service Contractor's Offices**

- 47.1 Subject to this By-Law 46, at any time, only two Lots or areas (by way of exclusive use by-laws or occupation authorities) (**Letting Agent and Service Contractor's Offices**) may be used as offices from which to perform the duties of the Letting Agent or Service Contractor (as applicable).



**Title Reference [50977166]**

47.2 The Letting Agent's and Service Contractor's Offices must be:

- (a) as nominated initially in writing by the Original Owner to the Body Corporate;
- (b) one Lot only if the Letting Agent and Service Contractor are the same or related persons or entities;
- (c) amended at the request of the Letting Agent or Service Contractor with the consent of the Body Corporate (which cannot be unreasonably withheld).

47.3 For the avoidance of doubt, the Letting Agent or Service Contractor may perform their obligations from an approved area whether within or outside the Scheme dependent on the terms of the Agreements, and as such, from time to time, there may not be a Letting Agent and/or Service Contractor's Office within the Scheme.

**PART 9 —ORIGINAL OWNER**

**48. Original Owner's rights**

48.1 The Original Owner and its contractors agents and those authorised by it, will be entitled:

- (a) to place such signs and other advertising and display material in or about a Lot or the Common Property which signs will must comply with all laws;
- (b) together with persons authorised by it, to pass over the Common Property (with or without vehicles and equipment) to gain access to and egress from any part of the Scheme Land;
- (c) to carry out any building (including construction) of any improvements, or any other things done on the Scheme Land and no objection will be made to the noise, nuisance or other inconvenience which might arise from that;
- (d) to use the Common Property or other Lots in the Scheme to:
  - (1) give access to and egress from any part of the Scheme Land with or without vehicles and equipment (or either of them); and
  - (2) to store building materials, vehicles, equipment or fill on the Scheme Land.

**49. Prevent undue interference**

49.1 In exercising its rights under this By-Law, the Original Owner will use reasonable endeavours to prevent undue interference with the enjoyment by Lot Owners and Occupiers of their respective Lots and the Common Property.

**50. Construction or building operations**

50.1 While any construction or building operations are occurring on or adjacent to the Scheme Land, Owners and Occupiers and their Invitees must comply with the reasonable directions of the Original Owner (and persons authorised by it). In particular, they must comply with any altered traffic vehicle and pedestrian flow directions.

**51. Sale of Lots**

51.1 The Original Owner, it and its respective servants or agents are entitled:

- (a) to use any Lot, or permit any Lot to be used, for the purposes of a display unit;
- (b) to place such signs and other advertising and display material in or about a Lot or the Common Property which signs will must comply with all laws;



**Title Reference [50977166]**

- (c) together with persons authorised by it, to pass over the Common Property to gain access to and egress from any Lot the Original Owner owns or leases.

**PART 10 - BULK SUPPLIES OF UTILITIES**

**52. Utility Management System**

- 52.1 The Body Corporate may purchase, rent, lease or otherwise acquire and may install, use, run and maintain a utility management system for the Scheme.

**53. Power to contract for utilities**

- 53.1 The Body Corporate shall have the power to enter into a contract or agreement for the purchase of reticulated gas, electricity, water (including hot water), data and communications services or other commercially available utilities ("utilities"), on the most economical basis, for the whole Scheme from the relevant supplier and on such terms as the Body Corporate deems appropriate.

**54. Power to sell**

- 54.1 The Body Corporate shall have the power to sell utilities to each Owner or Occupier. Each or Occupier must purchase and use all utilities to be consumed in its Lot direct from the Body Corporate and must not purchase utilities from any other source, unless agreed to in writing by the Body Corporate.
- 54.2 The Body Corporate shall not be required to supply to any Owner or Occupier utilities beyond those requirements which the relevant supplier could supply at any particular time.

**55. Separate meters**

- 55.1 The Body Corporate must arrange (only where practicable) for the installation of a separate utilities meter for each Lot. However, unless some other appropriate arrangement has been made, the cost of repair and replacement of such utilities meter shall be the responsibility of the relevant Owner.
- 55.2 Unless some other appropriate arrangement is made, the Service Contractor or his agent shall be responsible for reading all utilities meters to determine individual utilities consumption on a regular monthly basis (or such other period as approved by the Body Corporate) and shall promptly submit details of the readings to the responsible party, to enable the billing of accounts to Owners and Occupiers.
- 55.3 Unless some other arrangement is made by the utilities supplier, the Service Contractor or his agent also shall be responsible to carry out final readings of utilities meters that may be required, provided however that the owner or occupier of any Lot requiring a final reading, must, in writing, promptly inform the Service Contractor of the proposed date for a final reading of the utilities meter to enable the billing of the final account to the relevant Owner or Occupier. The Body Corporate shall not be responsible for any final readings and subsequent billing of accounts to Owners or Occupiers, which have not been carried out due to late or no written notice having been given by the relevant Owner or Occupier.

**56. Pricing and payments**

- 56.1 Subject to these By-Laws, the price to be charged by the Body Corporate to each Owner or Occupier for such supply shall be approximately at the same rate and governed by the same conditions as would be imposed from time to time by the appropriate supplier if such supplier were supplying the utility direct to each Owner or Occupier.
- 56.2 The Body Corporate, or its agent, shall render accounts to each Owner or Occupier from time to time and such accounts shall be payable to the Body Corporate, or its agent within 14 days.
- 56.3 A reasonable administrative fee, if requested, shall be payable by the Body Corporate to its agent, or the Service Contractor or such other person approved by the Body Corporate, for the billing of any accounts to each Owner and Occupier, including, if requested, any additional fees required relevant to any accounts in arrears, and any additional fees relating to the recovery of any amount of the unpaid account or accounts.



**Title Reference [50977166]**

- 56.4 In respect of an account which has been rendered pursuant to this By-Law, an Owner is liable, jointly and severally with any person who is liable to pay that utilities account when that Owner became the Owner of the Lot.
- 56.5 In the event that an account for the supply of utilities is not paid by its due date for payment, then the Body Corporate shall be entitled to:
- (a) apply a late payment fee at the rate of 2.5% for each month that the outstanding amount is in arrears, calculated on the amount outstanding as at the stipulated due date;
  - (b) recover the amount of the unpaid account or accounts (whether or not a formal demand has been made) as a liquidated debt due to it in any court of competent jurisdiction;
  - (c) disconnect the supply of utilities to the relevant Lot;
  - (d) charge a reconnection fee to restore the supply of utilities to the relevant Lot.
- 56.6 The Body Corporate, or its agent, may, from time to time, determine a security deposit is to be paid by Owners and/or Occupiers before supply of the reticulated utilities, as a guarantee against non-payment. All or part of such security deposit (as is required) may be used by the Body Corporate or its agent to reduce any amount owing by the relevant Owner or Occupier in relation to the supply of reticulated utilities to the relevant Lot.
- 57. No liability of Body Corporate**
- 57.1 The Body Corporate shall not, under any circumstances whatsoever, be responsible or liable for any failure of the
- 57.2 supply of utilities due to breakdowns, repairs, maintenance, strikes, accidents or causes of any class or description.
- 58. Requirement to maintain**
- 58.1 The Owner or Occupier shall ensure that any utilities installation while it remains connected to the utilities supply
- 58.2 is maintained free from any defect that is likely to cause fire, likely to cause a person to sustain an injury or present any safety hazard. Immediately upon demand the Owner or Occupier of a Lot shall make available to the Committee, Service Contractor or its agent, any utilities installation in the Lot for inspection.
- 59. Restrictions on supply**
- 59.1 Where, due to limitations in the utilities supply, the Body Corporate is satisfied that, for the purposes of ensuring
- 59.2 at all times a regular, efficient and constant supply of utilities within the limits of the supply of utilities, it is necessary to restrict the utilities that may be used by any or all Owners or Occupiers, the Body Corporate may impose such restrictions as aforesaid in such manner and to such extent as it considers necessary in the circumstances including the prohibition of the use of specified utilities articles.



**Title Reference [50977166]**

**PART 11 - EXCLUSIVE USE**

**60. Exclusive use — car parking and storage**

- 60.1 Owners are entitled to the exclusive use of that part of the Common Property or an asset of the Body Corporate presently identified in Schedule E or as allocated by the Original Owner (or a solicitor acting on behalf of the Original Owner as the Original Owner's agent) and notified to the Body Corporate during the period ending 1 year after the recording of this CMS for the purposes of section 174 of the Act for the purposes of car parking or storage as described in Schedule E.
- 60.2 Car spaces which have storage areas adjacent to them to which there is no means of access other than through the car space may only be reallocated under an agreed allocation under section 171(3)(b)(ii) of the Act if the storage area is also subject to the agreed allocation so that, at all time, there is a lawful means of access to the storage area.
- 60.3 For the purposes of section 171(3)(b)(i) of the Act, an allocation under this By-Law may be revoked, but only if the Owner of the Lot agrees in writing before the revocation.

**61. What car spaces and storage areas can be used for**

- 61.1 All car spaces must:
- (a) only be used for the parking of a single Motor Vehicle in each parking bay, and if required by the development not be used by vehicles larger than a specified size (as required if applicable by the relevant development approvals;
  - (b) not be used for the parking of any Heavy Vehicle, servicing or repairing any vehicle or washing any vehicle (unless in an area approved by the Body Corporate for that relevant activity);
  - (c) not be used for storage, except storage of household furniture and residential belongings in a storage area allocated for that purpose or a storage device approved by the Body Corporate.
- 61.2 An Owner or Occupier having the exclusive use of a car space:
- (a) must ensure that any Motor Vehicle on the car space:
    - (1) is in sound mechanical condition and roadworthy; and
    - (2) is parked so that it does not protrude beyond the boundaries of the car space;
  - (b) cannot without the prior written consent of the Committee, enclose a car space or install any improvements on the car space
- 61.3 All storage areas may only be used for of household furniture and residential belongings [save an except for any areas allocated for use by a Service Contractor or Letting Agent which may be used for storage in connection with such activities].

**62. Other rules applying to exclusive use areas**

- 62.1 An Owner or Occupier who has the exclusive use of a car space and storage area ("exclusive use areas") must not:
- (a) litter or deposit rubbish on the exclusive use area;
  - (b) store any hazardous substance on the exclusive use area;
  - (c) use the exclusive use area in a way that may crease a nuisance to any other person.



**Title Reference [50977166]**

**63. Maintenance of exclusive use areas**

63.1 Responsibility for the maintenance of exclusive use car spaces and storage areas is:

- (a) Owner or Occupier:
  - (1) must keep the area in a clean and tidy condition and free from pests and vermin [if the Owner or Occupier fails to do so the Body Corporate may arrange specialist pest treatment (in addition to any regular pest treatment)];
  - (2) must clean any oil or other spills;
  - (3) allow the Body Corporate reasonable access to the area for the purposes of this By-Law;
  - (4) not install any fixtures or fittings without the permission of the Committee;
  - (5) is responsible for the personal property (including any vehicle) contained or stored in the area and any loss or damage to or caused by the same.
- (b) Body Corporate must:
  - (1) maintain utility infrastructure (such as car park and storage space lighting);
  - (2) maintain the structure generally [but if any such maintenance is required due to damage caused by an Owner or Occupier (other than fair wear and tear) the Body Corporate can charge the relevant Owner or Occupier the Cost of the same].
  - (3) repaint walls, line marking, numbering, repair of utility infrastructure and other Body Corporate fixtures within the area [but if any such action is required due to damage caused by an Owner or Occupier (other than fair wear and tear) the Body Corporate can charge the relevant Owner or Occupier the Cost].

63.2 All Owners and Occupiers authorise the Body Corporate to periodically clean and hose the exclusive use areas, and Owners and Occupiers must remove any Motor Vehicles or other items as required on reasonable notice from the Body Corporate.

**PART 12 — OCCUPATION AUTHORITY**

**64. Occupation Authority**

- 64.1 In accordance with the Regulation (Regulation 134) the Body Corporate may, by ordinary resolution, give a person (a property occupier) who is a service contractor or letting agent an authority (an occupation authority) to occupy a particular part of the common property for particular purposes to enable:
- (a) if the property occupier is a service contractor—the property occupier to perform obligations under the property occupier's engagement as a service contractor; or
  - (b) if the property occupier is a letting agent—the property occupier to operate as a letting agent

**PART 13 - DEVELOPMENT APPROVAL REQUIREMENTS**

**65. CMS requirements**

In accordance with conditions 8 and 59 of the development approval for the Scheme (Council reference A003460439):

**Balconies and Terraces to Remain Unenclosed**

*All balconies and terraces shown on the approved drawings and documents, are to remain unenclosed with no shutters, glazing, louvres or similar permanent fixtures other than those consistent with the relevant Brisbane Planning Scheme Codes/Policies and clearly depicted on the approved drawings. Any Community Management Statement is to contain a by-law which reflects the requirements of this condition.*



**Title Reference [50977166]**

**SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED**

**STATUTORY EASEMENTS** – Lots affected by statutory easements are:

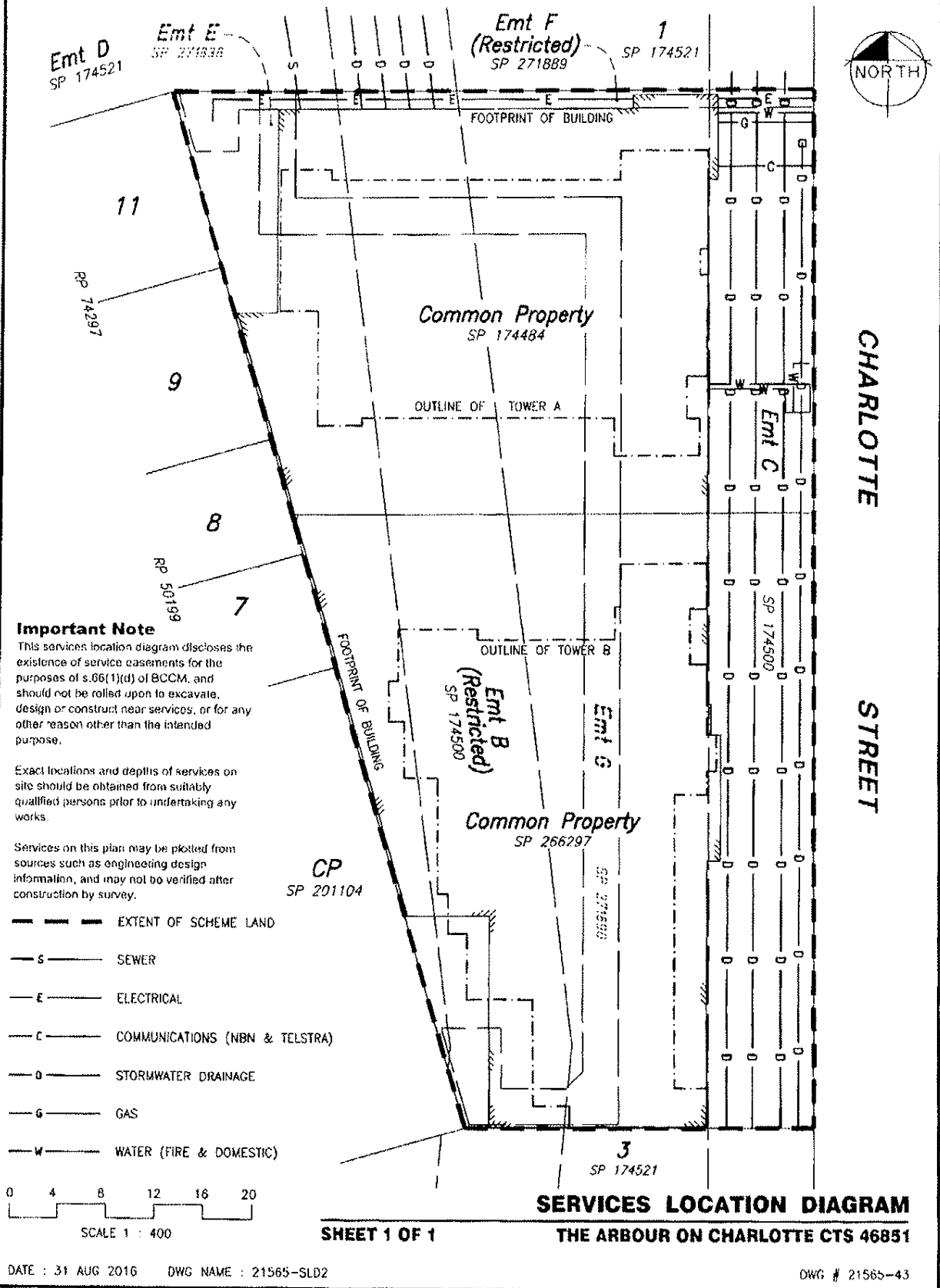
Easements for lateral or subjacent support	Common Property Lots 1101-1110, 1201-1210, 1301-1310, 1401-1410, 1501-1510, 1601-1610, 1701-1709 on SP174484 Lots 2101-2210, 2201-2210, 2301-2310, 2401-2409, 2501-2509, 2601-2609, 2701-2709, 2801-2808 on SP266297
Easements for utility services and utility infrastructure	Common Property Lots 1101-1110, 1201-1210, 1301-1310, 1401-1410, 1501-1510, 1601-1610, 1701-1709 on SP174484 Lots 2101-2210, 2201-2210, 2301-2310, 2401-2409, 2501-2509, 2601-2609, 2701-2709, 2801-2808 on SP266297
Easements for shelter	Common Property Lots 1101-1110, 1201-1210, 1301-1310, 1401-1410, 1501-1510, 1601-1610, 1701-1709 on SP174484 Lots 2101-2210, 2201-2210, 2301-2310, 2401-2409, 2501-2509, 2601-2609, 2701-2709, 2801-2808 on SP266297
Easements for projections	-
Easements for maintenance of buildings close to boundaries	-

**SERVICES LOCATION DIAGRAM** – Attached services location diagram 21565-43\_SLD.



# THE ARBOUR ON CHARLOTTE C.T.S. 46851

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SCHEDULE E DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY
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Lot on Plan	Purpose - car parking space(s)	Purpose - storage space(s)
Lot 1309 on SP174484	Area C1 on plan 21565-38C	
Lot 1104 on SP174484	Area C2 on plan 21565-38C	
Lot 1405 on SP174484	Area C3 on plan 21565-38C	
Lot 1607 on SP174484	Area C5 on plan 21565-38C	
Lot 1101 on SP174484	Area C7 on plan 21565-38C	
Lot 1501 on SP174484	Area C8 on plan 21565-38C	
Lot 1305 on SP174484	Area C9 on plan 21565-38C	
Lot 1308 on SP174484	Area C10 on plan 21565-38C	
Lot 1610 on SP174484	Area C11 on plan 21565-38C	
Lot 1709 on SP174484	Area C12 on plan 21565-38C	
Lot 1306 on SP174484	Area C13 on plan 21565-38C	
Lot 1504 on SP174484	Area C14 on plan 21565-38C	
Lot 1204 on SP174484	Area C15 on plan 21565-38C	
Lot 1105 on SP174484	Area C16 on plan 21565-38C	
Lot 1301 on SP174484	Area C17 on plan 21565-38C	
Lot 1404 on SP174484	Area C18 on plan 21565-38C	
Lot 1109 on SP174484	Area C19 on plan 21565-38C	
Lot 1509 on SP174484	Area C20 on plan 21565-38C	
Lot 1107 on SP174484	Area C21 on plan 21565-38C	
Lot 1108 on SP174484	Area C22 on plan 21565-39C	
Lot 1708 on SP174484	Area C23 on plan 21565-38C	
Lot 1606 on SP174484	Area C24 on plan 21565-38C	
Lot 1202 on SP174484	Area C25 on plan 21565-38C	
Lot 1102 on SP174484	Area C26 on plan 21565-38C	
Lot 1207 on SP174484	Area C27 on plan 21565-38C	
Lot 1503 on SP174484	Area C28 on plan 21565-38C	
Lot 1604 on SP174484	Area C29 on plan 21565-38C	
Lot 1602 on SP174484	Area C30 on plan 21565-38C	
Lot 1209 on SP174484	Area C31 on plan 21565-39C	
Lot 1605 on SP174484	Area C32 on plan 21565-39C	
Lot 1601 on SP174484	Area C33 on plan 21565-39C	
Lot 1110 on SP174484	Area C34 on plan 21565-39C	
Lot 1106 on SP174484	Area C35 on plan 21565-39C	
Lot 1206 on SP174484	Area C36 on plan 21565-39C	
Lot 1410 on SP174484	Area C37 on plan 21565-39C	
Lot 1407 on SP174484	Area C38 on plan 21565-39C	
Lot 1510 on SP174484	Area C39 on plan 21565-39C	
Lot 1310 on SP174484	Area C40 on plan 21565-39C	
Lot 1103 on SP174484	Area C41 on plan 21565-39C	
Lot 1406 on SP174484	Area C42 on plan 21565-39C	
Lot 1409 on SP174484	Area C43 on plan 21565-39C	
Lot 1608 on SP174484	Area C44 on plan 21565-39C	
Lot 1203 on SP174484	Area C45 on plan 21565-39C	
Lot 1705 on SP174484	Area C46 on plan 21565-39C	
Lot 1609 on SP174484	Area C47 on plan 21565-39C	
Lot 1507 on SP174484	Area C49 on plan 21565-39C	
Lot 1205 on SP174484	Area C50 on plan 21565-39C	
Lot 1401 on SP174484	Area C51 on plan 21565-39C	
Lot 1701 on SP174484	Area C53 on plan 21565-39C	
Lot 1302 on SP174484	Area C54 on plan 21565-39C	
Lot 1210 on SP174484	Area C55 on plan 21565-39C	
Lot 1707 on SP174484	Area C4 on plan 21565-41	



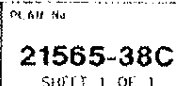
Lot 1706 on SP174484	Area C6 on plan 21565-41	
Lot 1201 on SP174484	Area C48 on plan 21565-42	
Lot 1402 on SP174484	Area C52 on plan 21565-42	
Lot 1603 on SP174484	Area C56 on plan 21565-42	
Lot 1303 on SP174484	Area C57 on plan 21565-42	
Lot 1408 on SP174484	Area C58 on plan 21565-42	
Lot 1505 on SP174484	Area C59 on plan 21565-42	
Lot 1208 on SP174484	Area C60 on plan 21565-42	
Lot 2706 on SP266297	Area C61 on plan 21565-42	
Lot 2303 on SP266297	Area C62 on plan 21565-42	
Lot 2707 on SP266297	Area C63 on plan 21565-42	
Lot 1307 on SP174484	Area C64 on plan 21565-42	
Lot 2409 on SP266297	Area C65 on plan 21565-42	
Lot 2201 on SP266297	Area C66 on plan 21565-42	
Lot 1304 on SP174484	Area C67 on plan 21565-42	
Lot 1502 on SP174484	Area C68 on plan 21565-42	
Lot 2605 on SP266297	Area C69 on plan 21565-42	
Lot 2606 on SP266297	Area C70 on plan 21565-42	
Lot 2504 on SP266297	Area C71 on plan 21565-42	
Lot 2103 on SP266297	Area C72 on plan 21565-42	
Lot 2102 on SP266297	Area C73 on plan 21565-42	
Lot 2202 on SP266297	Area C74 on plan 21565-42	
Lot 2705 on SP266297	Area C75 on plan 21565-42	
Lot 2609 on SP266297	Area C76 on plan 21565-42	
Lot 2801 on SP266297	Area C77 on plan 21565-42	
Lot 2203 on SP266297	Area C78 on plan 21565-42	
Lot 2402 on SP266297	Area C79 on plan 21565-42	
Lot 2806 on SP266297	Area C80 on plan 21565-42	
Lot 2604 on SP266297	Area C81 on plan 21565-42	
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Lot 2104 on SP266297	Area C83 on plan 21565-42	
Lot 2307 on SP266297	Area C84 on plan 21565-42	
Lot 2502 on SP266297	Area C85 on plan 21565-42	
Lot 2403 on SP266297	Area C86 on plan 21565-42	
Lot 2803 on SP266297	Area C87 on plan 21565-42	
Lot 2505 on SP266297	Area C88 on plan 21565-42	
Lot 2602 on SP266297	Area C89 on plan 21565-42	
Lot 2702 on SP266297	Area C90 on plan 21565-42	
Lot 2709 on SP266297	Area C91 on plan 21565-42	
Lot 2608 on SP266297	Area C92 on plan 21565-42	
Lot 2508 on SP266297	Area C93 on plan 21565-42	
Lot 2701 on SP266297	Area C94 on plan 21565-42	
Lot 2404 on SP266297	Area C95 on plan 21565-42	
Lot 2808 on SP266297	Area C96 on plan 21565-42	
Lot 2807 on SP266297	Area C97 on plan 21565-42	
Lot 2509 on SP266297	Area C98 on plan 21565-42	
Lot 1403 on SP174484	Area C99 on plan 21565-41	



Lot 1506 on SP174484	Area C100 on plan 21565-41	
Lot 1702 on SP174484	Area C101 on plan 21565-41	
Lot 1508 on SP174484	Area C102 on plan 21565-41	
Lot 1703 on SP174484	Area C103 on plan 21565-41	
Lot 2406 on SP266297	Area C104 on plan 21565-41	
Lot 2506 on SP266297	Area C105 on plan 21565-41	
Lot 2708 on SP266297	Area C106 on plan 21565-41	
Lot 2805 on SP266297	Area C107 on plan 21565-41	
Lot 2405 on SP266297	Area C108 on plan 21565-41	
Lot 2206 on SP266297	Area C109 on plan 21565-41	
Lot 2207 on SP266297	Area C110 on plan 21565-41	
Lot 2208 on SP266297	Area C111 on plan 21565-41	
Lot 2209 on SP266297	Area C112 on plan 21565-41	
Lot 2507 on SP266297	Area C113 on plan 21565-41	
Lot 2607 on SP266297	Area C114 on plan 21565-41	
Lot 2407 on SP266297	Area C115 on plan 21565-41	
Lot 2108 on SP266297	Area C116 on plan 21565-41	
Lot 2107 on SP266297	Area C117 on plan 21565-41	
Lot 2106 on SP266297	Area C118 on plan 21565-41	
Lot 2210 on SP266297	Area C119 on plan 21565-41	
Lot 2401 on SP266297	Area C120 on plan 21565-41	
Lot 2308 on SP266297	Area C121 on plan 21565-41	
Lot 2309 on SP266297	Area C122 on plan 21565-41	
Lot 2204 on SP266297	Area C123 on plan 21565-41	
Lot 2802 on SP266297	Area C124 on plan 21565-41	
Lot 2101 on SP266297	Area C125 on plan 21565-41	
Lot 2503 on SP266297	Area C126 on plan 21565-41	
Lot 2603 on SP266297	Area C127 on plan 21565-41	
Lot 2302 on SP266297	Area C128 on plan 21565-41	
Lot 2601 on SP266297	Area C129 on plan 21565-41	
Lot 2501 on SP266297	Area C130 on plan 21565-41	
Lot 2703 on SP266297	Area C131 on plan 21565-41	
Lot 2301 on SP266297	Area C132 on plan 21565-41	
Lot 2205 on SP266297	Area C133 on plan 21565-41	
Lot 2306 on SP266297	Area C134 on plan 21565-41	
Lot 2305 on SP266297	Area C135 on plan 21565-41	
Lot 2310 on SP266297	Area C136 on plan 21565-41	
Lot 2304 on SP266297	Area C137 on plan 21565-41	
Lot 2804 on SP266297	Area C138 on plan 21565-41	
Lot 2704 on SP266297	Area C139 on plan 21565-41	
Lot 2105 on SP266297	Area C140 on plan 21565-41	
Lot 2110 on SP266297	Area C141 on plan 21565-41	
Lot 2109 on SP266297	Area C142 on plan 21565-41	
Lot 1704 on SP174484	Area C143 on plan 21565-41	



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34	41





# 'THE ARBOUR ON CHARLOTTE' COMMUNITY TITLES SCHEME 46851

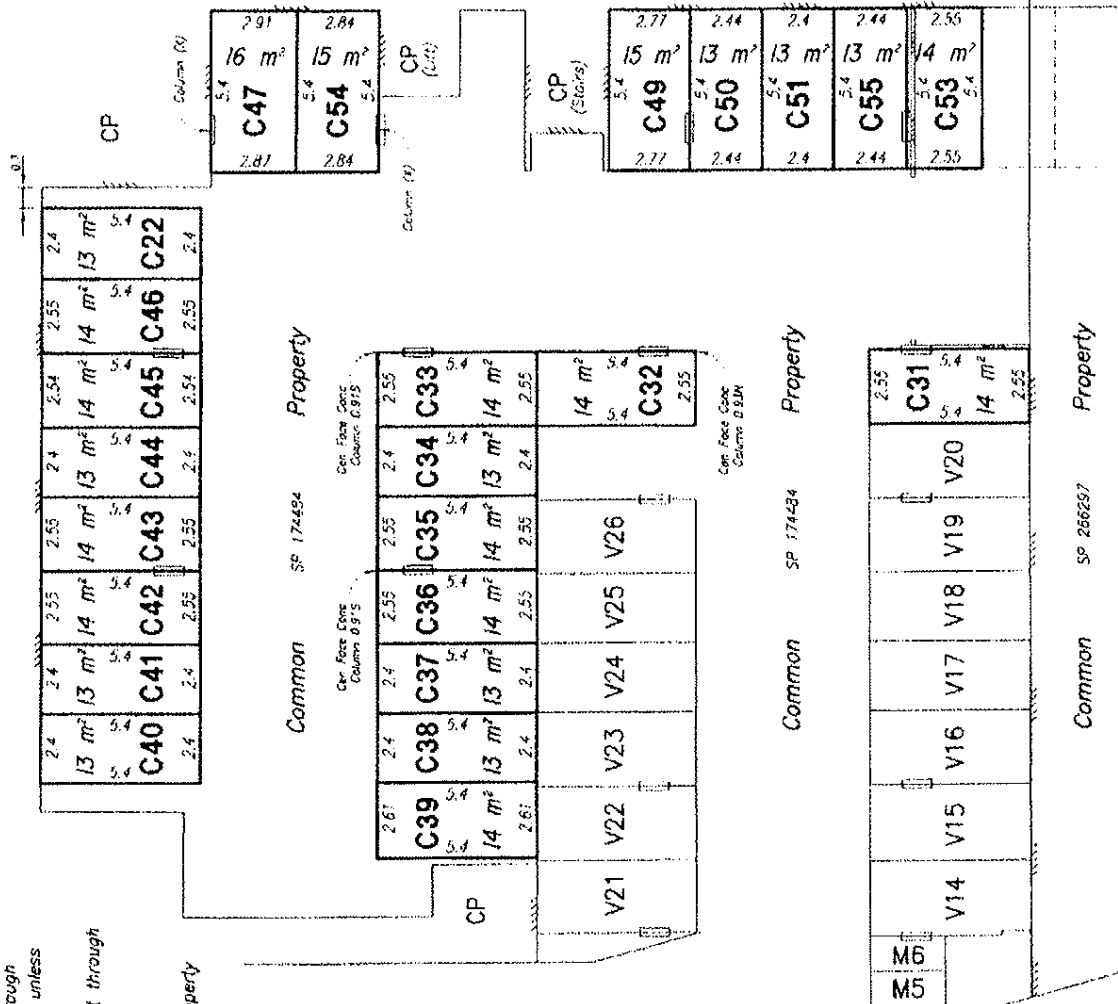
Sheet 35 of 41



## LEVEL B

## LEGEND

- Denotes Boundary through Centreline of Column unless indicated otherwise.
- Denotes Boundary not through Centreline of Column
- Denotes Face of Wall
- CP Denotes Common Property on SP 174484



We, RPS Australia East Pty Ltd (ACN 140292762) Cadastre Surveyor, certify that the details shown on this sketch plan are correct.

Authorised Delegate

9.10.16

Date

## SKETCH PLAN FOR EXCLUSIVE USE PURPOSES

Over Part of Common Property  
on Level B of 'The Arbour on Charlotte'  
C.T.S. 46851

LOCAL GOVERNMENT: **BRISBANE CITY COUNCIL** LOCALITY: **CHERMSIDE**

PARTIAL: **KEDRON** COUNTY: **STANLEY**  
MURKIN: **SP174484** DATE: **16/09/16** DRAWN: **KCH/DA** SURVEYED: **LPC/DC**

**RPS**

REGISTERED PROFESSIONAL  
SURVEYOR  
No. 123456789  
10/10/2010  
10/10/2010  
10/10/2010  
10/10/2010

A3

PLAN No.  
**21565-39C**

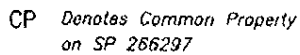
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SHEET 1 OF 1



Sheet	of
36	44

SP 174484

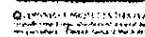



 Authorised Delegate  
 4.10.16 Date

Over Part of Common Property  
on Level A of 'The Arbour on Charlotte'  
CTS 46851

LOCAL  
GOVERNMENT: **BRISBANE CITY** LOCALITY: **CHERMSIDE**

MEETHRA	SP266297	DATE 19/09/16	DRAWN CC	SURVEYED DA
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A3

AN No.

**21565-41**

PAGE 1 OF 3

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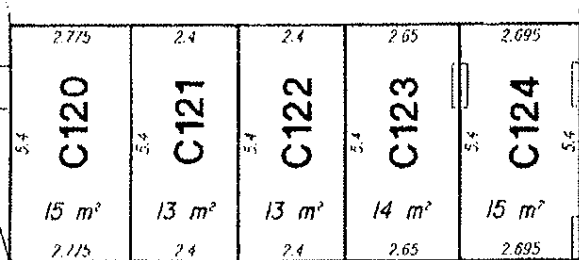
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SP 266297

Can A Force  
Column  
J B.S.

1st Cor  
Vol 0.935



M7	2.5	(1.2)
3 m <sup>e</sup>		
M8	2.5	(1.2)
3 m <sup>e</sup>		
M9	2.5	(1.2)
3 m <sup>e</sup>		
M10	2.5	(1.2)
3 m <sup>e</sup>		
M11	2.5	(1.2)
3 m <sup>e</sup>		
M12	2.5	(1.2)
3 m <sup>e</sup>		
M13	2.5	(1.2)
3 m <sup>e</sup>		

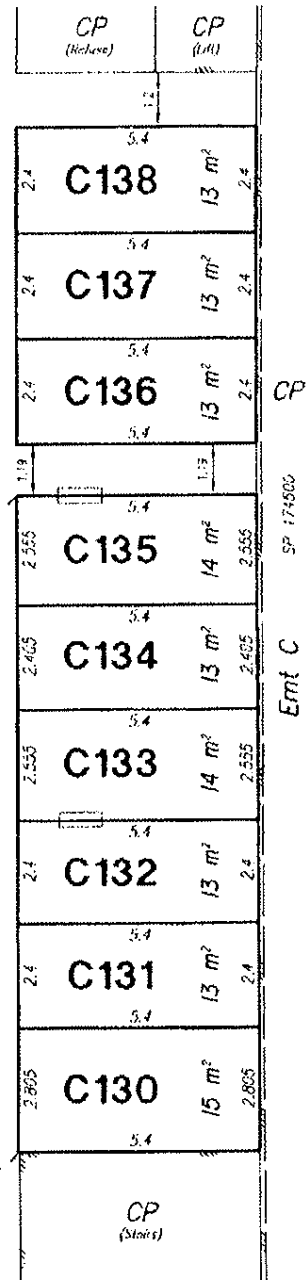
2.837	2.4	13 m <sup>2</sup>	5.4	C125	2.4
2.837	2.4	15 m <sup>2</sup>	5.4	C126	2.837
2.837	2.4	15 m <sup>2</sup>	5.4	C127	2.837
2.837	2.4	13 m <sup>2</sup>	5.4	C128	2.4
2.837	2.4	15 m <sup>2</sup>	5.4	C129	2.837

Can W Face  
Column 0.31L

1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 835. 836. 837. 838. 839. 840.

Gen face  
Column

0.0.58



 Donotes Centroline of Column

~~Denotes~~ Denotes Face of Wall

CP Denotes Common Property  
on SP 266297

PLAN NO.

**21565-41**

SHEET 2 OF 3



# 'THE ARBOUR ON CHARLOTTE' COMMUNITY TITLES SCHEME 46851

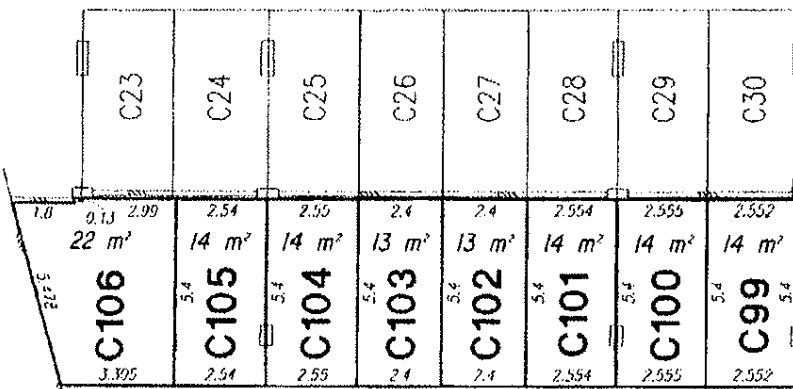
Sheet of  
38 of 41

## LEVEL A



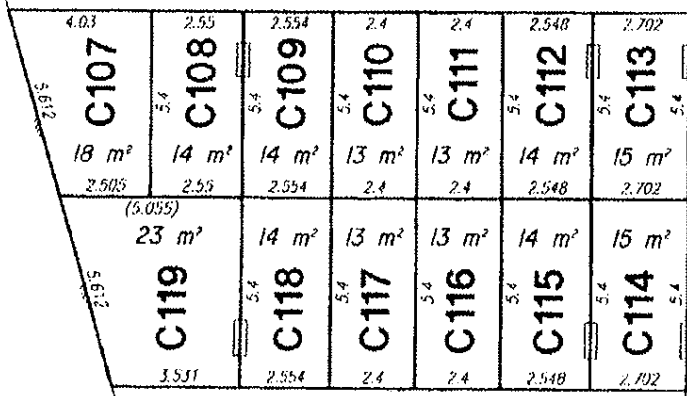
### Common Property

SP 174484



### Common Property

SP 266297



### Common Property

SP 266297

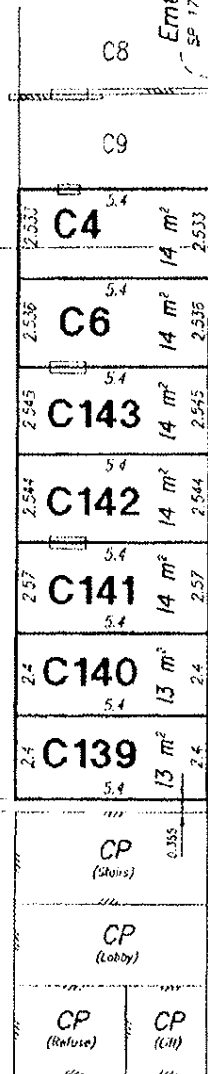
### LEGEND

- Denotes Centreline of Column
- Denotes Face of Wall
- CP Denotes Common Property on SP 266297

Emt 6  
SP 174484

Emt 5  
SP 277488

Emt C  
SP 174500

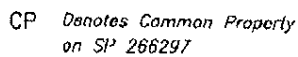


PLAN No  
21565-41  
SHEET 3 OF 3



|       |    |
|-------|----|
| Sheet | of |
| 39    | 41 |

50 17484



- Authorized Delegate

4.10.16c

**Uote**

LOCAL  
GOVERNMENT: **BRISBANE CITY** LOCALITY: **CHERMSIDE**

|          |          |      |          |       |    |          |    |
|----------|----------|------|----------|-------|----|----------|----|
| MERIDIAN | SP266297 | DATE | 19/09/16 | DRAWN | GC | SURVEYED | DA |
|----------|----------|------|----------|-------|----|----------|----|

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A3

Pl. AN No.

**21565-42**

SHEET 1 OF 3

DWG FILE: 21565.X07.BY

1 CHECKED BY ( )



# 'THE ARBOUR ON CHARLOTTE' COMMUNITY TITLES SCHEME 46851

Sheet of  
40 of 41

## LEVEL B

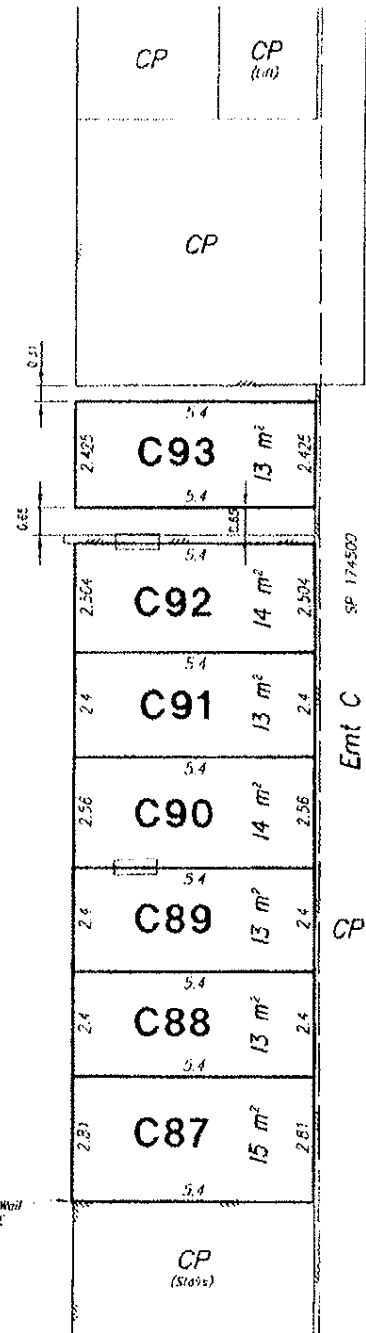
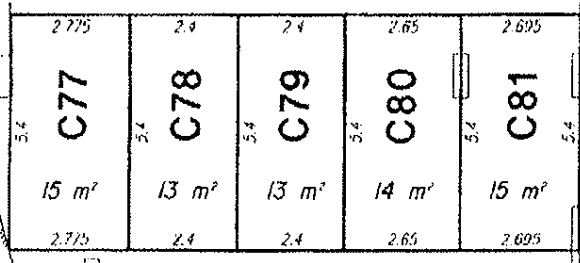


Common Property

SP 266297

NE Cor Column  
0.915

Gen N Face  
Column  
0.885



## LEGEND

Denotes Centreline of Column

Denotes Face of Wall

CP Denotes Common Property  
on SP 266297

Pt 456 Ha

21565-42

SHEET 2 OF 3



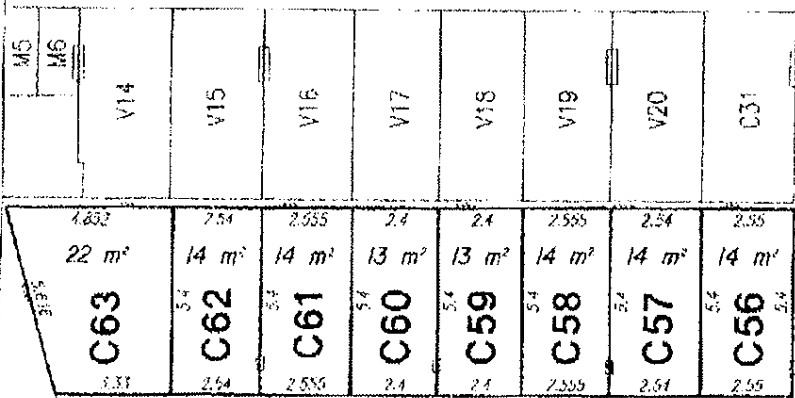
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Sheet of  
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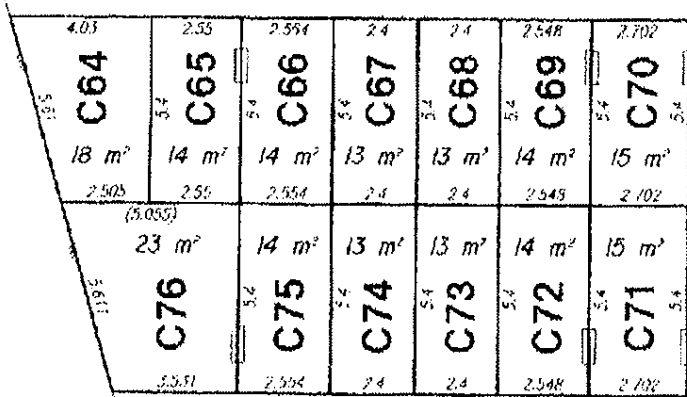
## LEVEL B



Common Property  
SP 174484



Common Property  
SP 266297

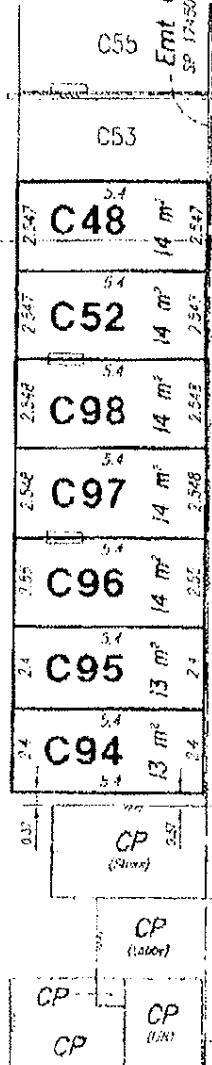


Can S Face  
Column  
0.98m

Can N Face  
Column  
0.98m

Can S Face  
Column  
0.98m

CP  
Emt C  
SP 174500



## LEGEND

- Denotes Centreline of Column
- Denotes Face of Wall
- CP Denotes Common Property on SP 266297

PLAN NO.  
21565-42  
SHEET 3 OF 3





## CERTIFICATE OF COMPLETION

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**Exchange Date:** Not Applicable

**No. of Signatures:** 2

### Signature Logs

**Signer:** Clare Butler

**Email Address:** clambutler@gmail.com

**Status:** Signed

**IP Address:** 2a02:26f7:e480:5704:0:5000:0:e

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**Signed Date:** 06/09/2025 11:17:23 AM (AEST)

**Signature:** 

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**Signer:** Sam Butler

**Email Address:** sam.butler2@wsp.com

**Status:** Signed

**IP Address:** 49.255.106.196

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