

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 Oliver Cooke

Property address 4/9 Figgis Street
(referred to as the
“property” in this
statement) Kedron, QLD, 4031

Lot on plan description L4 BUP100922

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**

Registered encumbrances	Registered encumbrances, if any, are recorded on the title search, and may affect your use of the property. Examples include easements, statutory covenants, leases and mortgages. You should seek legal advice about your rights and obligations before signing the contract.
Unregistered encumbrances (excluding statutory encumbrances)	There are encumbrances not registered on the title that will continue to affect the property after settlement. ☐ Yes ☒ No Note—If the property is part of a community titles scheme or a BUGTA scheme it may be subject to and have the benefit of statutory easements that are NOT required to be disclosed. Unregistered lease (if applicable) If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows: » the start and end day of the term of the lease: » the amount of rent and bond payable: » whether the lease has an option to renew: Other unregistered agreement in writing (if applicable) If the unregistered encumbrance is created by an agreement in writing, and is not an unregistered lease, a copy of the agreement is given, together with relevant plans, if any. ☐ Yes Unregistered oral agreement (if applicable) If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows:
Statutory encumbrances	There are statutory encumbrances that affect the property. ☐ Yes ☒ No <i>If Yes, the details of any statutory encumbrances are as follows:</i>
Residential tenancy or rooming accommodation agreement	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. ☒ Yes ☐ No If Yes, when was the rent for the premises or each of the residents' rooms last increased? <i>(Insert date of the most recent rent increase for the premises or rooms)</i> 22/04/2023 Note—Under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> the rent for a residential premises may not be increased earlier than 12 months after the last rent increase for the premises. As the owner of the property, you may need to provide evidence of the day of the last rent increase. You should ask the seller to provide this evidence to you prior to settlement.

Part 3 – Land use, planning and environment

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

Zoning	The zoning of the property is <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>: LMR2 - Low-Medium Density Residential		
Transport proposals and resumptions	The lot is affected by a notice issued by a Commonwealth, State or local government entity and given to the seller about a transport infrastructure proposal* to: locate transport infrastructure on the property; or alter the dimensions of the property. The lot is affected by a notice of intention to resume the property or any part of the property. <i>If Yes, a copy of the notice, order, proposal or correspondence must be given by the seller.</i>	☐ Yes	☒ No
Contamination and environmental protection	The property is recorded on the Environmental Management Register or the Contaminated Land Register under the <i>Environmental Protection Act 1994</i>. The following notices are, or have been, given: A notice under section 408(2) of the <i>Environmental Protection Act 1994</i> (for example, land is contaminated, show cause notice, requirement for site investigation, clean up notice or site management plan). 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). 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).	☐ Yes	☒ No
Trees	There is a tree order or application under the <i>Neighbourhood Disputes (Dividing Fences and Trees) Act 2011</i> affecting the property. <i>If Yes, a copy of the order or application must be given by the seller.</i>	☐ Yes	☒ No
Heritage	The property is affected by the <i>Queensland Heritage Act 1992</i> or is included in the World Heritage List under the <i>Environment Protection and Biodiversity Conservation Act 1999</i> (Cwlth).	☐ Yes	☒ No
Flooding	Information about whether the property is affected by flooding or another natural hazard or within a natural hazard overlay can be obtained from the relevant local government and you should make your own enquires. Flood information for the property may also be available at the FloodCheck Queensland portal or the Australian Flood Risk Information portal.		
Vegetation, habitats and protected plants	Information about vegetation clearing, koala habitats and other restrictions on development of the land that may apply can be obtained from the relevant State government agency.		

Part 4 – Buildings and structures

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

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

Part 5 – Rates and services

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

Rates	Whichever of the following applies—
	The total amount payable* for all rates and charges (without any discount) for the property as stated in the most recent rate notice is:
	Amount: 548.82 Date Range: 01/07/2025-30/09/2025
	OR
	The property is currently a rates exempt lot.** ☐
	OR
	The property is not rates exempt but no separate assessment of rates is issued by a local government for the property. ☐

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

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

Water	Whichever of the following applies—
	The total amount payable as charges for water services for the property as indicated in the most recent water services notice* is:
	Amount: 356 Date Range: 28/03/2025-22/06/2025
	OR
	There is no separate water services notice issued for the lot; however, an estimate of the total amount payable for water services is:
	Amount: Date Range:

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

Part 6 – Community titles schemes and BUGTA schemes

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

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

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

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

Building Units and Group Titles Act 1980	The property is included in a BUGTA scheme ☐ Yes ☒ No <i>(If Yes, complete the information below)</i>
Body Corporate Certificate	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. ☐ Yes ☐ No <i>If No</i>— An explanatory statement is given to the buyer that states: ☐ Yes » a copy of a body corporate certificate for the lot is not attached; and » the reasons under section 7 of the <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. Note—If the property is part of a BUGTA scheme, you will be subject to by-laws approved by the body corporate and other by-laws that regulate your use of the property and common property.

Signatures – SELLER



Signature of seller

Signature of seller

Oliver Cooke

Name of seller

Name of seller

10-09-2025

Date

Date

Signatures – BUYER

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

Signature of buyer

Signature of buyer

Name of buyer

Name of buyer

Date

Date

CURRENT TITLE SEARCH
QUEENSLAND TITLES REGISTRY PTY LTD

Request No: 53174374

Search Date: 29/08/2025 14:14

Title Reference: 50029681

Date Created: 10/11/1994

Previous Title: 11929108

REGISTERED OWNER

Dealing No: 721034342 23/08/2021

OLIVER DANIEL COOKE

ESTATE AND LAND

Estate in Fee Simple

LOT 4 BUILDING UNIT PLAN 100922
Local Government: BRISBANE CITY
COMMUNITY MANAGEMENT STATEMENT 17918

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10073169 (POR 104)

2. MORTGAGE No 721034343 23/08/2021 at 14:09
MACQUARIE BANK LIMITED A.C.N. 008 583 542

ADMINISTRATIVE ADVICES - NIL

UNREGISTERED DEALINGS - NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

COPYRIGHT QUEENSLAND TITLES REGISTRY PTY LTD [2025]

Requested By: D-ENQ EQUIFAX

Building Units and Group Titles Act 1980 — 1983
BUILDING UNITS AND GROUP TITLES REGULATIONS 1980
(Form 1)

Regulation 8(1)
Sheet No. 1 of 8 Sheets
Annexure 1 to SHEET 1 made
21 MAR 1995

NAME OF BUILDING "OLIVER PLACE"

BUILDING UNITS PLAN NO. 100922

SIGNATURE OF REGISTERED PROPRIETOR:

[Handwritten signatures]

NAME OF REGISTERED PROPRIETOR: DAVID JOHN PORTER, ALAN RICHARD PORTER,
GREGORY DAVID MANN & ANDREW PETER GRONIS, AS TENANTS IN COMMON,
IN THE SHARES OF $\frac{1}{6}$ $\frac{1}{6}$ $\frac{1}{3}$ & $\frac{1}{3}$ RESPECTIVELY.

ADDRESS: 539 ELLISON RD ASPLEY Q 4034

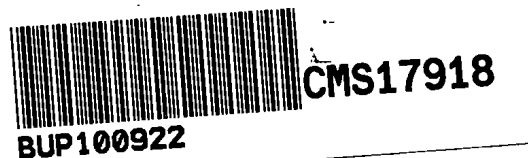
REFERENCE TO TITLE VOLUME 1929, FOLIO 108

DESCRIPTION OF PARCEL: LOT 23 ON RP 45331

COUNTY: STANLEY

PARISH: KEDRON

CITY: BRISBANE



NAME OF BODY CORPORATE:
THE PROPRIETORS "OLIVER PLACE"
BUILDING UNITS PLAN NO.

100922

ADDRESS at which documents
may be served:

"OLIVER PLACE"
9 FIGGIS STREET
KEDRON QLD 4031

BUILDING UNITS PLAN No.:

100922

REGISTERED: REGISTERED

10 NOV 1994

EXAM. INIT.

REGISTRAR OF TITLES

A. T. REID

Appointed Officer

BRISBANE CITY COUNCIL

Surveyor's Reference: 94/109

Local Authority Reference:

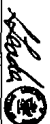
CISP

ANNEXURE (TO SHEET NO. 1 OF BUILDING UNITS PLAN NO. 100922 ON

21 MAR 1995  i.

REGISTRAR OF TITLES.

700432213 NOTIFICATION OF CHANGE OF BY LAWS RECORDED

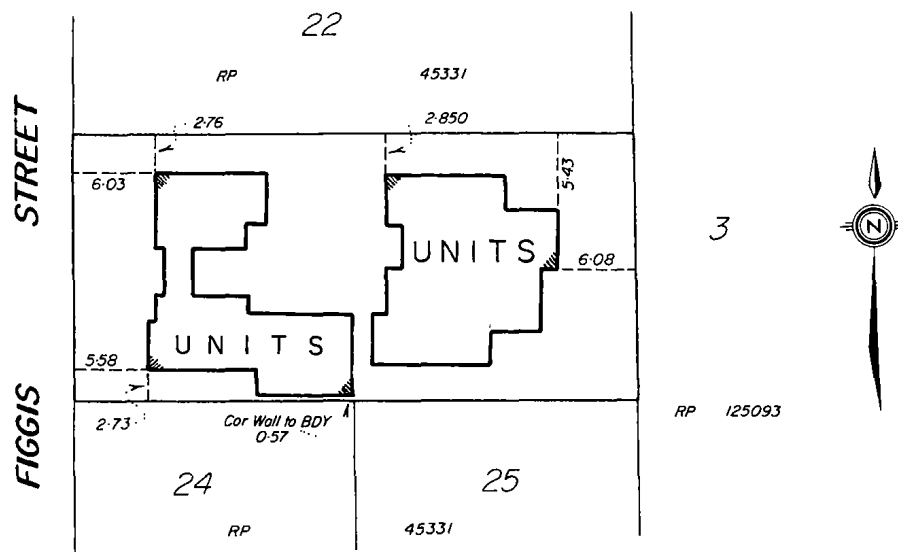
21 MAR 1995  i.

6

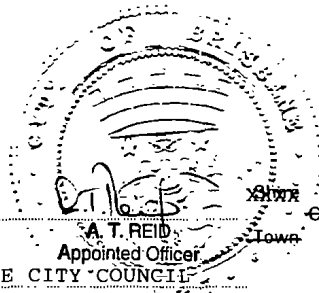
Name of Building: "OLIVER PLACE"

Regulation 8(1)
Sheet No 2 of 8 Sheets

BUILDING UNITS PLAN NO. 100922



SCALE: 1:400


A. T. REID
Appointed Officer
BRISBANE CITY COUNCIL
Clerk

Name of Building: "OLIVER PLACE"

Regulation 8(1)
Sheet No 3 of 8 Sheets

BUILDING UNITS PLAN NO. 160922

☒ DONALD THALLON (SURVEYS) PTY LTD . of BRISBANE

licensed surveyor registered under the Surveyors Act 1977-1983 hereby certify that —

- (a) The building shown on the "building units plan/~~building units plan of subdivision~~ to which this certificate is annexed is within the external surface boundaries of the parcel the subject of the said plan subject to paragraph (b) of this certificate;
- (b) (i) Where eaves or guttering project beyond such boundaries an appropriate easement has been granted as an appurtenance of the parcel; and
(ii) Where that projection is over a road the local authority has consented thereto pursuant to the ordinances or by-laws as the case may be.
- (c) That the company has physically inspected the building known as "Oliver Place" and that:-

DATED this _____ day of _____ 19____

- (i) It conforms to the Building Units Plan as submitted herewith.
- (ii) The lots are numbered in accordance with the numbering on the Building Units Plan.
- (iii) Areas designated as parts of lots (including garages) have been suitably identified and structurally divided.
- (iv) All lots in the building are physically connected to each other in an approved manner.

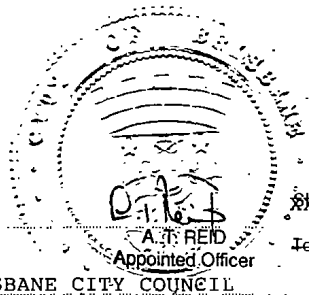


LICENSED SURVEYOR /DIRECTOR

LICENSED SURVEYOR/DIRECTOR

DATED this 24TH
*Delete whichever is inapplicable

day of JUNE 1994



XXXX Clerk—
Town

BRISBANE CITY COUNCIL

Building Units and Group Titles Act 1980
BUILDING UNITS AND GROUP TITLES REGULATIONS 1980
(Form 3)

Regulation 8(1)
Sheet No. 4 of 8 Sheets

Name of Building: "OLIVER PLACE"

BUILDING UNITS PLAN NO. 100922

CERTIFICATE OF LOCAL AUTHORITY

Brisbane City Council hereby certifies that the proposed subdivision of the parcel as illustrated in the abovementioned plan has been approved by the Brisbane City Council and that all the requirements of the City of Brisbane Act 1924—1982 City of Brisbane Town Planning Act 1964—1982 as modified by the Building Units and Group Titles Act 1980 have been complied with in regard to the subdivision.

DATED this

7th.

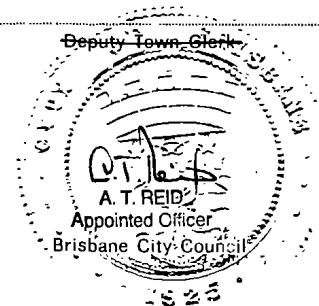
day of

SEPTEMBER

, 1994

.....
~~Lord Mayor~~

.....
~~Deputy Town Clerk~~



Name of Building "OLIVER PLACE"

Regulation 8(1)
Sheet No 5 of 8 Sheets

BUILDING UNITS PLAN NO. 100922

I, *John Graham Nicholls*, of *Brisbane*

~~*an architect within the meaning of the Architects Act 1962 — 1971.~~

*a building surveyor appointed by the Council + *BRISBANE City Council*

~~*a building inspector appointed by the Council~~

hereby certify that the building shown on the *building units plan/~~building units plan of subdivision~~

to which this certificate is annexed has been substantially completed in accordance with plans

and specifications approved by *the Council + *BRISBANE City Council*.

~~/a designated officer of the Council~~

DATED this

sixth

day of

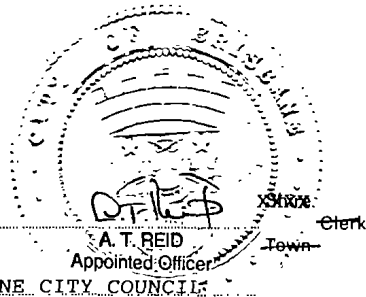
September

, 19*94*.

J. G. Nicholls.
~~*Architect/building surveyor/building inspector~~

* Delete whichever is inapplicable

† Insert name of local authority



Building Units and Group Titles Act 1980
BUILDING UNITS AND GROUP TITLES REGULATIONS 1980
(Form 8)

Regulation 8(1)
Sheet No 6 of 8 Sheets

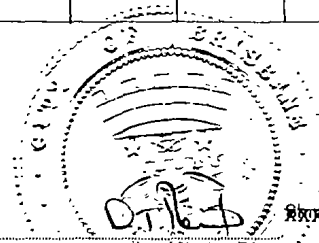
BUILDING UNITS PLAN NO. 100922

SCHEDULE OF LOT ENTITLEMENTS AND REFERENCE TO
CURRENT CERTIFICATE OF TITLE

Lot No.	Level	Entitlement	Current C's T.		Lot No.	Level	Entitlement	Current C's T.	
			Vol.	Fol.				Vol.	Fol.
1	A & B	2	50029678						
2	A & B	2	50029679						
3	A & B	2	50029680						
4	A & B	2	50029681						
AGGREGATE		8			AGGREGATE				

SIGNATURE OF REGISTERED PROPRIETOR:

[Handwritten Signature]
Dorothy [unclear]
[unclear]



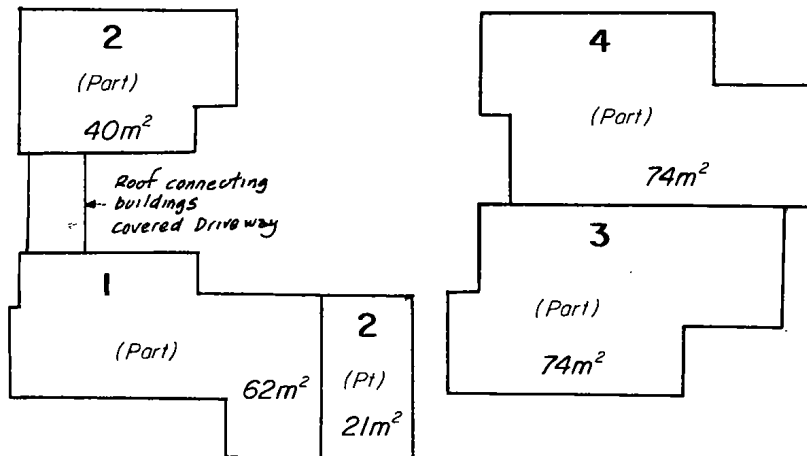
[Handwritten Signature]
A. J. REID
Appointed Clerk
BRISBANE CITY Council

Name of Building: "OLIVER PLACE"

Regulation 8(1)
Sheet No 7 of 8 Sheets

BUILDING UNITS PLAN NO. 100922

LEVEL A



Amendments by Donald Thallon (Surveys) Pty Ltd.

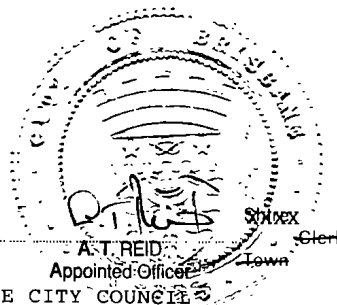
R. Hall
Licensed Surveyor
7-11-94 Director

Scale: 1:200

Floor areas are approximate only.

SIGNATURE OF REGISTERED PROPRIETOR:

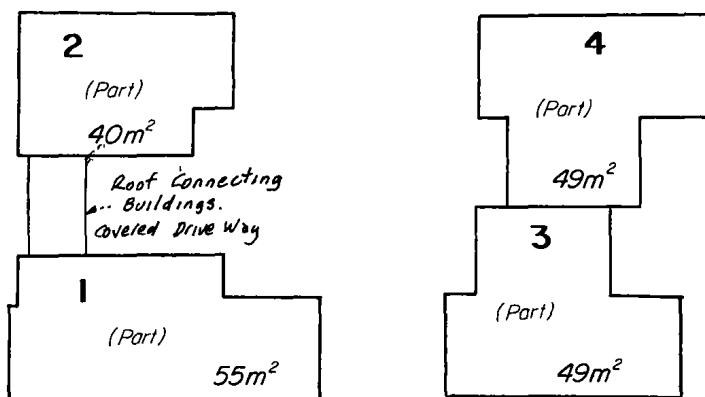
[Signature]
[Signature]
[Signature]



Name of Building: "OLIVER PLACE"

BUILDING UNITS PLAN NO. 100922

LEVEL B



Amendments by Donald Thallon (Surveys) Pty Ltd.

[Signature]

Licensed Surveyor

7-11-94 Director

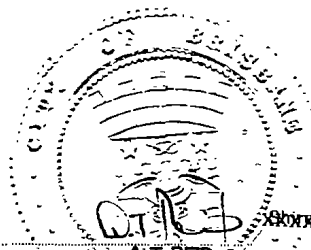


Scale: 1:200

Floor areas are approximate only.

SIGNATURE OF REGISTERED PROPRIETOR:

[Signature]
[Signature]
[Signature]



A. J. REID
Appointed Officer
BRISBANE CITY COUNCIL

Clerk

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

This certificate does not include information about:

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

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

The community management statement

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

The Office of the Commissioner for Body Corporate and Community Management

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

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

The information in this certificate is issued on 04 / September / 2025

Becoming an owner

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

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

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

How to get more information

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

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

Contacting the body corporate

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

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

BODY CORPORATE OLIVER PLACE CTS17918

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: Company:

Phone: Email:

☒ No

Accessing records

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

☐ The body corporate manager named above.

☒ The following person:

Name: Albert Medic

Role: Sec/Treasurer

Phone: 0403318384

Email: albertmedic@hotmail.com

Property and community titles scheme details

Lot and plan details

Lot number: 4

Plan type and number (Example – BUP 1234): CTS 17918 BUP 100922

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

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

Regulation module

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

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

The regulation module that applies to this scheme is the:

☐ Accommodation ☐ Commercial ☐ Small Schemes ☒ Standard

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

Layered arrangements of community titles schemes

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

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

☐ Yes

☒ No

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

Building management statement

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

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

☐ Yes

☒ No

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

By-laws and exclusive use areas

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

What by-laws apply?

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

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

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

General by-laws

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

Exclusive use areas

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

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

☒ Yes

☐ No

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

☐ listed in the community management statement.

☒ given with this certificate.

Lot entitlements and financial information

Lot entitlements

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

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

Contribution schedule

Contribution schedule lot entitlement for the lot: 2

Total contribution schedule lot entitlements for all lots: 8

Interest schedule

Interest schedule lot entitlement for the lot: 2

Total interest schedule lot entitlements for all lots: 8

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 lot4 for the current financial year: \$ 1520

Number of instalments: 2 (outlined below)

Monthly penalty for overdue contributions (if applicable):0..... %

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

Due date	Amount due	Amount due if discount applied	Paid
31 / 01 / 2025	\$ 760	\$ _____	☒ Yes ☐ No
30 / 07 / 2025	\$ 760	\$ _____	☐ Yes ☒ No
.... / /	\$ _____	\$ _____	☐ Yes ☐ No
.... / /	\$ _____	\$ _____	☐ Yes ☐ No

Sinking fund contributions

Total amount of contributions (before any discount) for lot 4 for the current financial year: \$ 1120

Number of instalments: 2 (outlined below)

Monthly penalty for overdue contributions (if applicable):0..... %

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

Due date	Amount due	Amount due if discount applied	Paid
31 / 01 / 2025	\$560	\$ _____	☐ Yes ☒ No
31 / 07 / 2025	\$ 560	\$ _____	☐ Yes ☒ No
.... / /	\$ _____	\$ _____	☐ Yes ☐ No
.... / /	\$ _____	\$ _____	☐ Yes ☐ No

Special contributions (IF ANY)

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

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

Number of instalments: (outlined below)

Monthly penalty for overdue contributions (if applicable): %

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

Due date	Amount due	Amount due if discount applied	Paid
.... / /	\$ _____	\$ _____	☐ Yes ☐ No
.... / /	\$ _____	\$ _____	☐ Yes ☐ No
.... / /	\$ _____	\$ _____	☐ Yes ☐ No
.... / /	\$ _____	\$ _____	☐ Yes ☐ No

Other amounts payable by the lot owner

For the current financial year there are:

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

Summary of amounts due but not paid by the current owner

At the date of this certificate:

- ☐ All payments for the lot are up to date.
- ☒ The following amounts are due but not yet paid for the lot:
 - ☒ Overdue contributions: \$1540.....
 - ☐ Penalties on overdue contributions: \$0.....
 - ☐ Other amounts due but not paid: \$0.....

Total amounts due but not paid: \$ 1540

☐ No

Current sinking fund balance (as at date of certificate): \$\$ 11,900.00.....

Improvements to common property the lot owner is responsible for

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

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

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

Body corporate assets

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

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

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

Common property and assets

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

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

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

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

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

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

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

☐ No

Current sinking fund balance (as at date of certificate): \$\$ 11,900.00.....

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.

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

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

Insurance

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

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

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

Body corporate insurance policies

☒ Details of each current insurance policy held by the body corporate including, for each policy, the:

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

are given with this certificate.

Alternative insurance

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

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

☐ Yes

☒ No

Lot owner and occupier insurance

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

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

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

Contracts and authorisations

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

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

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

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

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

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

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

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

- ☐ Yes - Name of caretaking service contractor engaged:
- ☒ No

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

- ☐ Yes - Name of authorised letting agent:
- ☒ No

Embedded network electricity supply

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

- ☐ Yes
- ☒ No

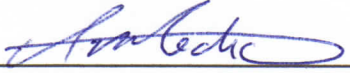
More information about embedded networks in community titles schemes is available from www.qld.gov.au/buyingbodycorporate.

Body corporate authority

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

Name/s Albert Medic

Position/s held Sec Treasurer

Signature/s  _____

Date 04/09/2025

Copies of documents given with this certificate:

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

Body Corporate Statement of Account

Prepared for inclusion with BCCM Form 33 – Body Corporate Certificate

Scheme Name: BODY CORPORATE FOR OLIVER PLACE**Community Titles Scheme Number:** CTS1798**Lot Number:** 4**Owner Name:** Oliver D Cooke**Unit/Property Address:** 4/9 Figgis Street KEDRON Q 4031**Statement Date:** 04 / 09 / 2025

Financial Summary (as at statement date)

Description	Period / Due Date	Debit (\$)	Credit (\$)	Balance (\$)
Admin Fund Levy	31/01/2025 30/07/2025	760.00 760.00		1,520.00
Sinking Fund Levy	31/01/2025 30/07/2025	560.00 560.00		2,640.00
Payments Received	07/08/2025		1,100	1,540.00
TOTAL OUTSTANDING / CREDIT BALANCE				1,540.00

Signature:**Date:** 04 / 09 / 2025

INCOME AND EXPENSE STATEMENT

For Year Ended 31st Dec 2024

		Actual 2024	Actual 2023	Budget 2025
INCOME				
Adminstration Contribution				
Unit - 1	1560.00			
Unit - 2	1560.00			
Unit - 3	1560.00			
Unit - 4	1560.00	6240.00	5980.00	6080.00
Bank Interest		560.45	265.86	400.00
BC Search Receipt			70.00	
TOTAL INCOME		\$6,800.45	\$6,315.86	\$6,480.00
EXPENSES				
Bank Charges		3.90	1.95	5.00
Electricity		372.16	401.06	460.00
Building Insurance		5013.58	4935.10	5500.00
General Maintenance				
yard		9.10	61.25	15.00
Carpark line marking			30.00	
Admin/Tax/Maint/Post		120.00	120.00	120.00
Pest Control				450.00
Income Tax		84.75	10.00	112.00
TOTAL EXPENSES		\$5,603.49	\$5,559.36	\$6,662.00
SURPLUS / (DEFICIT)		\$1,196.96	\$756.50	-\$182.00

BALANCE SHEET

As At 31st December 2024

PROPRIETORS FUNDS

Operating Balance B/Fwd	2023	2991.87	
Add - Operating profit	2024	1196.96	
Add - Overdue Admin Funds			
		<u>4188.83</u>	

Sinking Fund B/Fwd	2023	21494.00	
Add - Sinking fund Contributions	2024	4096.00	
Add - Overdue Sinking Funds			
		<u>25590.00</u>	

NET CONTRIBUTIONS	<u><u>\$29,778.83</u></u>
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Funds Represented by:

CURRENT ASSETS

Accounts Receivable (overdue fees)			0
Cash at Bank:			
Admin Fund		4188.83	
Sinking Fund - Term Deposit A/c	8731.16		
Sinking Fund	<u>638.84</u>	<u>9370.00</u>	13558.83

SINKING FUND EXPENSES

North Fence/Retaining wall	14460.00	
South Fence (U3)	<u>1760.00</u>	16220.00

Less CURRENT LIABILITIES

Accounts Payable		0.00
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NET ASSETS	<u><u>\$29,778.83</u></u>
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STRATA COMMUNITY - POLICY SCHEDULE

We have pleasure in inviting You to renew Your Policy with Us on the terms and conditions detailed within this invitation. As outlined in Your PDS and Policy Wording, certain Sums Insured may have been indexed.

Please ensure that You carefully review this invitation to renew, including the Important Information section which outlines Your Duty to take reasonable care not to make a misrepresentation, together with Your PDS and Policy Wording and notify Us of any amendments required as soon as possible.

THE INSURED

POLICY NUMBER	QRSC20005864
OUR REFERENCE	QTE10367370
PDS AND POLICY WORDING	Residential Strata Product Disclosure Statement and Policy Wording SCI034-Policy-RS-PPW-02/2021 Supplementary Product Disclosure Statement SCIA-036_SPDS_RSC-10/2021
THE INSURED SITUATION	Body Corporate for Oliver Place Community Title Scheme 17918 9 Figgis Street, Kedron, QLD, 4031
PERIOD OF INSURANCE	Commencement Date: 4:00pm on 24/11/2024 Expiry Date: 4:00pm on 24/11/2025
INTERMEDIARY	J.W. BELL & ASSOCIATES PTY. LTD.

POLICY LIMITS / SUMS INSURED

SECTION 1	PART A	1. Building	\$1,956,922
		Common Area Contents	\$16,904
		2. Terrorism Cover under Section 1 Part A2	Applies
	PART B	Loss of Rent/Temporary Accommodation	\$293,538
	OPTIONAL COVERS	1. Flood	Not Included
		2. Floating Floors	Included
SECTION 2	Liability		\$20,000,000
SECTION 3	Voluntary Workers		Included
SECTION 5	Fidelity Guarantee		\$100,000
SECTION 6	Office Bearers' Liability		\$1,000,000
SECTION 7	Machinery Breakdown		Not Included
SECTION 8	Catastrophe		\$293,538
SECTION 9	PART A	Government Audit Costs – Professional Fees	\$25,000
	PART B	Appeal Expenses	\$100,000

	PART C	Legal Defence Expenses	\$50,000
SECTION 10	Lot Owners' Fixtures and Improvements		\$300,000
SECTION 11	Loss of Lot Market Value		Not Included

EXCESS

You must pay or contribute the amount of any Excess and/or Contribution as specified below or in accordance with the relevant Section of the Policy wording for each claim. Should more than one Excess be payable for any claim arising from the one Event, such excesses will not be aggregated and the highest single level of Excess only will apply.

SECTION 1	\$1,000	Burst Pipes and/or Resultant Water Damage from Burst Pipe, Overflow or Rainwater
	\$500	Insured Property
SECTION 9	\$1,000	Legal Defence Expenses and 10% Contribution

PREMIUM

We have pleasure in offering our cover for an average amount of **\$1,205.27 per lot** based on 4 lots within your scheme.

Base Premium	Premium GST	Stamp Duty	<i>PREMIUM</i>	Admin Fee	Admin Fee GST	TOTAL
\$3,837.43	\$383.74	\$379.91	\$4,601.08	\$200.00	\$20.00	\$4,821.08

Intermediary Commission	Intermediary Commission GST
\$767.50	\$76.76

PREMIUM COMPARISON

The following comparative information is included to help you understand how your premium compares to last year.

	Last year's Aggregated Premium*	Current Renewal Premium
Base Premium	\$3,979.50	\$3,837.43
Goods and Services Tax (GST)	\$397.94	\$383.74
Stamp Duty	\$376.16	\$379.91
Total Premium	\$4,753.60	\$4,601.08
Agency Fee and GST	\$198.00	\$220.00

***Important qualification**

Last year's Aggregate Premium is the total premium paid to us for your insurance in the last year. If you have changed your cover in any way mid term during the last year's policy and/or at renewal (for example increasing your cover amount or adding additional cover) the above premium comparison may not be on a like-for-like basis. You can ask for more information.

Additional notes

The 'Agency Fee and GST' reflects the administration fee(s) charged by Strata Community Insurance only. Where you have engaged an insurance broker, the figures do not include any fees charged by them.

It is important to note there are a number of factors that may affect premium, such as: increased cost of claims; changes to your building sum insured arising from valuations or indexation; changes to government taxes, levies and duties; application or otherwise of terrorism levies consistent with the *Terrorism and Cyclone Insurance Act 2003* (Cth); and other matters.

If you would like further information or would like to discuss your premiums, please contact Strata Community Insurance.

IMPORTANT INFORMATION

This renewal notice has been issued by Strata Community Insurance Agencies Pty Ltd, ABN 72 165 914 009, AFS Licence No. 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFS Licence No. 234708. You should refer to the Product Disclosure Statement and insurance Policy Wording (PDS and Policy) and this notice to consider whether the Policy is suitable for Your needs and circumstances. The PDS and Policy are available from our website: www.stratacommunityinsure.com.au. This is also where You can locate Your workers compensation documentation (if applicable) <https://stratacommunityinsure.com.au/products/forms-documents/>. Alternatively You can contact us for a copy. If You have previously provided a Workers Compensation wages declaration and Your circumstances have changed please provide an updated wages declaration.

Your Duty to take reasonable care not to make a misrepresentation

You must take reasonable care not to make a misrepresentation to Us. This responsibility applies until We renew Your Policy so if anything changes prior to Your Policy's renewal date You need to tell Us.

You must answer Our questions honestly, accurately and to the best of Your knowledge. A misrepresentation includes a statement that is false, partially false, or which does not fairly reflect the truth. It is not misrepresentation if You do not answer a question or Your answer is obviously not complete or is irrelevant to the question asked.

The responsibility to take reasonable care not to make a misrepresentation applies to everyone who will be insured under the Policy. If You are answering questions on behalf of anyone, We will treat Your answers or representations as theirs.

Whether or not You have taken reasonable care not to make a misrepresentation is to be determined having regard to all relevant circumstances, including the type of insurance, who it is intended to be sold to, whether You are represented by a broker, Your particular characteristics and circumstances We are aware of.

If You do not meet the above Duty, We may reject or not fully pay Your claim and/or cancel Your Policy. If the misrepresentation was deliberate or reckless, this is an act of fraud, and We may treat Your Policy as if it never existed.

If Our information or questions are unclear, You can contact Strata Community Insurance on 1300 724 678 or visit stratacommunityinsure.com.au.

Cooling Off Period

You have 21 days after buying or renewing Your Policy to decide if it meets Your needs and You wish to continue. If You notify Us within this period that You wish to cancel Your Policy as from its start date, we will refund Your premium less any government taxes or duties that are non-refundable or remain payable by Us but we will not refund any Policy administration or instalment fees. This cooling off right does not apply if You have made or are entitled to make a claim. Even after the cooling off period ends You still have cancellation rights, however we may deduct certain amounts from any refund (see "Cancelling Your Policy" in the PDS and Policy).

Claims made notice

Section 6 of the Policy operates on a 'claims made and notified' basis. This means that, subject to the provisions of Section 6, where You give notice in writing to Us of any facts that might give rise to a claim against You as soon as reasonably practicable after You become aware of those facts but before the expiry of the Period of Insurance, You may have rights under Section 40(3) of the *Insurance Contracts Act 1984* (Cth) to be indemnified in respect of any claim subsequently made against You arising from those facts notwithstanding that the claim is made after the expiry of the Period of Insurance.

Any such rights arise under the legislation only, in that the terms of the Policy and the effect of the Section, subject to the continuous cover special conditions, is that You are not covered for claims made against You after the expiry of the Period of Insurance.

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Search Date: 04/09/2025 15:58

Request No: 53247540

SCHEME NAME

OLIVER PLACE COMMUNITY TITLES SCHEME 17918

BODY CORPORATE ADDRESS

9 FIGGIS STREET
KEDRON QLD
4031

COMMUNITY MANAGEMENT STATEMENT No: 17918

Title	Lot	Plan	Title	Lot	Plan
50029677	CP	BUP 100922	50029678	1	BUP 100922
50029679	2	BUP 100922	50029680	3	BUP 100922
50029681	4	BUP 100922			

COMMUNITY MANAGEMENT STATEMENT Dealing No: 704190987

** End of Community Titles Scheme Search **

STANDARD COMMUNITY MANAGEMENT STATEMENT
Section 285. Body Corporate and Community Management Act 1997

Dealing: 704190987
Title Reference:50029677
Lodgment: 1075138
Date: 15/07/2000 13:09:45

1. Name of Community Title Scheme

OLIVER PLACE

2. Regulation Module

Body Corporate and Community Management (Standard Module) Regulation 1997

3. Name of Body Corporate

BODY CORPORATE FOR OLIVER PLACE COMMUNITY TITLES SCHEME 17918

4. Address for service of documents on the body corporate

9 FIGGIS STREET
KEDRON QLD 4031

5. By-Laws

Taken to be those in effect as at 13 July 2000
[section 285 (5)(a) Body Corporate and Community Management Act 1997]

6. Contribution Schedule

7. Interest Schedule

Lot	Entitlement	Lot	Entitlement
1 in BUP100922	2	1 in BUP100922	2
2 in BUP100922	2	2 in BUP100922	2
3 in BUP100922	2	3 in BUP100922	2
4 in BUP100922	2	4 in BUP100922	2

Total Lots: 4 Aggregate 8 Total Lots: 4 Aggregate 8

***** End *****

Schedule 3 By Laws

These 12 by-laws are intended to assist in maintaining a peaceful / enjoyable multi-dwelling living environment for all occupants. Should any occupant have any questions / concerns please contact your respective leasing representative or the Body Corporate.

1. **Noise.** A Proprietor or Occupier of a lot shall not upon the parcel create any noise likely to interfere with the peaceful enjoyment of the proprietor or occupier of another lot or any person lawfully using common property.
2. **Vehicles.** Save where a by-law made pursuant to section 30(7) authorizes him or her to do so, a proprietor or occupier of a lot shall not park or stand any motor or other vehicle upon common property except with the consent in writing of the body corporate. (Refer Note 1)
3. **Obstruction.** A Proprietor or Occupier of a lot shall not obstruct lawful use of common property by any person.
4. **Damage to lawns etc., on Common property.** A Proprietor or Occupier of a lot shall not :-
 - (a) Damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon common property: or
 - (b) Except with the consent in writing of the body corporate, use for his or her own purposes as a garden any portion of the common property.
- 5.(1) **Damage to common property.** A proprietor or occupier of a lot shall not mark, paint, drive nails or screws or the like into or otherwise damage or deface, any structure that forms part of the common property except with the consent in writing of the body corporate. But this by-law does not prevent a proprietor or person Authorised by the proprietor from installing:-
 - (a) any locking or other safety device for protection of his or her lot against intruders: or
 - (b) any screen or other device to prevent entry of animals or insects upon his or her lot.
- (2) Provided that the locking or other safety device or as the case may be, screen or other device is constructed in a competent manner, is maintained in a state of good and serviceable repair by the proprietor and does not detract from the amenity of the building.
6. **Behaviour of invitees.** A Proprietor or Occupier of a lot shall take all reasonable steps to ensure that his or her invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the proprietor or occupier of another lot or of any person lawfully using the common property.
7. **Depositing rubbish etc. on common property.** A Proprietor or Occupier of a lot shall not deposit or throw upon the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the proprietor or occupier of another lot or of any person lawfully using the common property.
8. **Appearance of building.** In the case of a building units plan, a proprietor or occupier of a lot shall not, except with the consent in writing of the body corporate, an any washing, towel, bedding, clothing or other article or display any sign, advertisement, placard, banner, pamphlet or like matter on any part of his or her lot in such a way as to be visible from outside the building.

9. Storage of flammable liquids etc. A proprietor or occupier of a lot shall not, except with the consent in writing of the body corporate, use or store upon his or her lot or upon the common property any flammable chemical, liquid or gas or other flammable material, other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes or any such chemical, liquid, as or other material in a fuel tank or motor vehicle or internal combustion engine.

10. Garbage disposal. A proprietor or occupier of a lot shall :-

(a) save were the body corporate provides some other means of disposal of garbage, maintain within his or her lot, or on such part of the common property as may be authorized by the body corporate, in clean and dry condition and adequately covered, a receptacle for garbage; (Refer Note 2)

(b) comply with all local government local laws and ordinances relating to the disposal of garbage;

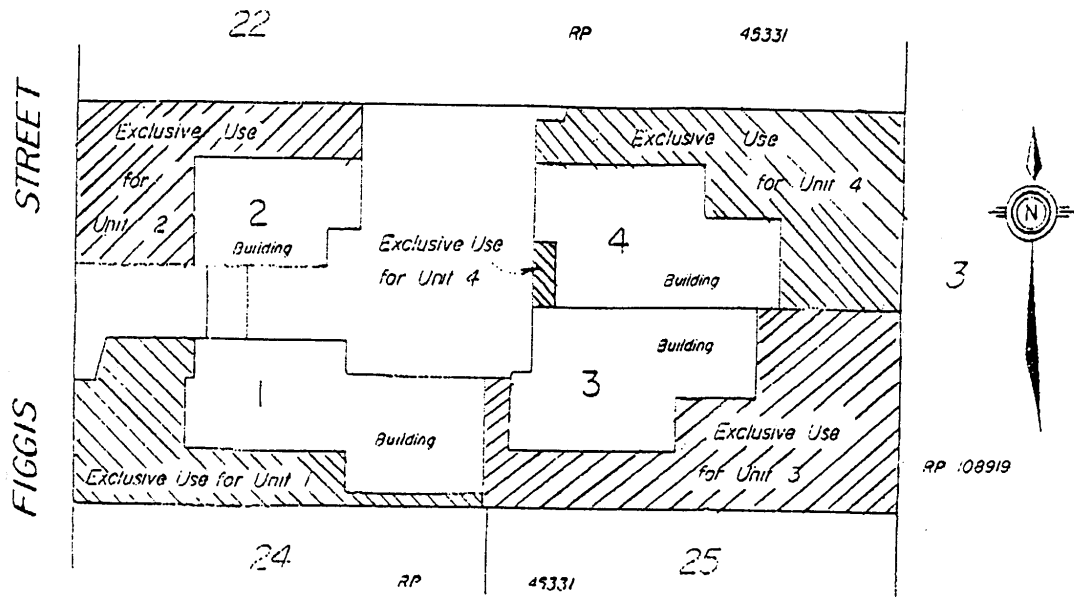
(c.) ensure that the health, hygiene and comfort of the proprietor or occupier of any other lot is not adversely affected by his or her disposal of garbage.

11. Keeping of animals. Subject to section 30(12), a proprietor or occupier of a lot shall not, without the approval in writing of the body corporate, keep any animal upon his or her lot or the common property.

12 Exclusive use - common property. The proprietors for the time being of lot nos 1 to 4 (inclusive) shall be entitled to the exclusive use and enjoyment for themselves and their licensees of that part of those parts of the common property as is outlined in black and identified by reference to lot number on the plan annexed hereto, which plan was tabled at this meeting and which was included in the notification of change of by-laws to be registered in the Department of freehold Land Titles. Each proprietor to whom exclusive use is given by this by-law shall keep and maintain the said part or parts of the common property together with the fixtures, if any, attached thereon in a state of good and serviceable repair.

Note 1: Oliver Place complex has available 3 Visitor car park spaces on common property. The body corporate members at current time consents to each lot the use of any and only 1 of the available 3 designated car park spaces on a first in first served basis. Should more than 1 car park be required by a single lot on a repetitive and or continuous basis, further written permission must be obtained from the body corporate who will subsequently seek consent from occupants from min of 2 other lots willing to compromise their access.

Note 2: Oliver Place complex does not have designated storage area on common property for garbage disposal bins. Should any lot have particular need to store bins on common property written permission must be obtained from the body corporate.





CERTIFICATE OF COMPLETION

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