

BCCM**Form 33**

Department of Justice

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

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

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

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

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

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

This certificate does not include information about:

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

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

The community management statement

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

The Office of the Commissioner for Body Corporate and Community Management

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

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

The information in this certificate is issued on 11/09/2025

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

On the Rise

CTS No. **49380**

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: **Alecia Holden**

Phone: **07 3726 0050**

Company: **Cassels Strata Management**

Email: **info@casselsstrata.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: **1**

Plan type and number: **SP 280277**

Plan of subdivision: **BUILDING FORMAT PLAN**

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

Regulation module

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

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

The regulation module that applies to this scheme is the:

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?

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. 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:

‘ Exclusive Use By-Laws’ is contained within Schedule C and ‘ Exclusive Use Allocation’ is contained within Schedule E of the attached Community Management Statement (CMS).

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: **1,080**

Total contribution schedule lot entitlements for all lots: **10,000**

Interest schedule

Interest schedule lot entitlement for the lot: **1,105**

Total interest schedule lot entitlements for all lots: **10,001**

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 **1** for the current financial year: \$ **2,127.60**

Number of instalments: **2** (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
01/11/24	1,144.80	1,144.80	28/10/24
01/05/25	982.80	982.80	02/05/25
01/11/25	982.80	982.80	
Amount overdue			Nil
Amount Unpaid including amounts billed not yet due			Nil

Sinking fund contributions

Total amount of contributions (before any discount) for lot **1** for the current financial year: \$ **702.00**

Number of instalments: **2** (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
01/11/24	399.60	399.60	28/10/24
01/05/25	302.40	302.40	02/05/25
01/11/25	302.40	302.40	
Amount overdue			Nil
Amount Unpaid including amounts billed not yet due			Nil

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
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Amount overdue	Nil
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Amount Unpaid including amounts billed not yet due	Nil
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Other contributions

	Due date	Amount due	Amount due if discount applied	Paid
Insurances	01/11/24	320.45	320.45	28/10/24
Insurances	01/05/25	221.00	221.00	02/05/25
Insurances	01/11/25	221.00	221.00	

Other amounts payable by the lot owner

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

Summary of amounts due but not paid by the current owner

At the date of this certificate

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

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

Common property and assets

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

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

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

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

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

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

Yes - you can obtain a copy from the body corporate records - last sinking fund report: 15/02/22

Current sinking fund balance (as at date of certificate): \$ 42,433.92

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.

Seller to disclose

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

Description	Type	Acquisition	Supplier	Original Cost	Cost To Date	Market Value
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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 B: DIB I: HUTCH	HRS11107704	3,335,062.00	6,351.00	31/10/25	Insured Property \$1,000 Earthquake (addition) \$500 Legal Defence: \$1,000 + 10% contribution
LOSS OF RENT/TEMP AC B: DIB I: HUTCH	HRS11107704	500,259.00		31/10/25	Insured Property \$1,000 Earthquake (addition) \$500 Legal Defence: \$1,000 + 10% contribution
FLOATING FLOORS B: DIB I: HUTCH	HRS11107704	Selected		31/10/25	Insured Property \$1,000 Earthquake (addition) \$500 Legal Defence: \$1,000 + 10% contribution
LIABILITY B: DIB I: HUTCH	HRS11107704	20,000,000.00		31/10/25	Insured Property \$1,000 Earthquake (addition) \$500 Legal Defence: \$1,000 + 10% contribution
VOLUNTARY WORKERS B: DIB I: HUTCH	HRS11107704	200,000/2k		31/10/25	Insured Property \$1,000 Earthquake (addition) \$500 Legal Defence: \$1,000 + 10% contribution
FIDELITY GUARANTEE B: DIB I: HUTCH	HRS11107704	100,000.00		31/10/25	Insured Property \$1,000 Earthquake (addition) \$500 Legal Defence: \$1,000 + 10% contribution
OFFICE BEARERS B: DIB I: HUTCH	HRS11107704	1,000,000.00		31/10/25	Insured Property \$1,000 Earthquake (addition) \$500 Legal Defence: \$1,000 + 10% contribution
CATASTROPHE B: DIB I: HUTCH	HRS11107704	1,000,519.00		31/10/25	Insured Property \$1,000 Earthquake (addition) \$500 Legal Defence: \$1,000 + 10% contribution
GOV AUDIT COSTS B: DIB I: HUTCH	HRS11107704	25,000.00		31/10/25	Insured Property \$1,000 Earthquake (addition) \$500 Legal Defence: \$1,000 + 10% contribution
APPEAL EXPESNES B: DIB I: HUTCH	HRS11107704	100,000.00		31/10/25	Insured Property \$1,000 Earthquake (addition) \$500 Legal Defence: \$1,000 + 10% contribution
LOT OWNERS FIXTURES B: DIB I: HUTCH	HRS11107704	300,000.00		31/10/25	Insured Property \$1,000 Earthquake (addition) \$500 Legal Defence: \$1,000 + 10% contribution
LEGAL DEFENCE B: DIB I: HUTCH	HRS11107704	50,000.00		31/10/25	Insured Property \$1,000 Earthquake (addition) \$500 Legal Defence: \$1,000 + 10% contribution
CYBER B: DIB I: HUTCH	HRS11107704	10,000.00		31/10/25	Insured Property \$1,000 Earthquake (addition) \$500 Legal Defence: \$1,000 + 10% contribution

Alternative insurance

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

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

No

Lot owner and occupier insurance

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

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

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

Contracts and authorisations

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

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

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

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

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

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

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

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

No

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

No

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.

Body corporate authority

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

Name/s Cassels Strata Management

Positions/s held Strata Management Company

Date 11/09/2025

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

On the Rise CTS 49380

8 Wakefield Street Alderley QLD 4051

BALANCE SHEET

AS AT 11 SEPTEMBER 2025

	ACTUAL 11/09/2025	ACTUAL 31/10/2024
<u>OWNERS FUNDS</u>		
Administrative Fund	10,695.61	4,735.78
Sinking Fund	42,433.92	37,640.42
<u>TOTAL</u>	<u>\$ 53,129.53</u>	<u>\$ 42,376.20</u>
<u>THESE FUNDS ARE REPRESENTED BY</u>		
<u>CURRENT ASSETS</u>		
Cash At Bank	53,091.03	52,403.52
Other Arrears	55.00	0.00
Prepayments	0.00	6,365.21
<u>TOTAL ASSETS</u>	<u>53,146.03</u>	<u>58,768.73</u>
<u>LIABILITIES</u>		
Creditors	16.50	(3.85)
Accruals	0.00	1,068.45
Levies In Advance	0.00	12,732.72
Other Payments In Advance	0.00	2,595.21
<u>TOTAL LIABILITIES</u>	<u>16.50</u>	<u>16,392.53</u>
<u>NET ASSETS</u>	<u>\$ 53,129.53</u>	<u>\$ 42,376.20</u>

On the Rise CTS 49380

8 Wakefield Street Alderley QLD 4051

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 NOVEMBER 2024 TO 11 SEPTEMBER 2025

	ACTUAL 01/11/24-11/09/25	BUDGET 01/11/24-31/10/25	VARIANCE %	ACTUAL 01/11/23-31/10/24
<u>ADMINISTRATIVE FUND</u>				
<u>INCOME</u>				
Levies - Administrative Fund	19,700.00	19,691.92	100.04	21,000.00
Insurance Reimbursement	4,900.49	4,856.58	100.90	5,200.52
<u>TOTAL ADMIN. FUND INCOME</u>	24,600.49	24,548.50		26,200.52
<u>EXPENDITURE - ADMIN. FUND</u>				
<u>ACCOUNTING FEES</u>				
Audit Fees	0.00	770.00	0.00	770.00
Income Tax - Lodgement Fees	275.00	250.00	110.00	242.00
<u>ADMINISTRATION FEES</u>				
Administration Fees	1,683.88	1,850.00	91.02	1,794.38
Administration Fees - Other	742.06	920.00	80.66	895.07
Disbursements - Contract	1,247.87	1,184.00	105.39	1,148.72
Disbursements - Other	0.00	68.00	0.00	65.50
<u>BANKING FEES</u>				
Transaction Fees	(19.49)	50.00	(38.98)	47.99
<u>CLEANING</u>				
Cleaning	132.00	3,535.00	3.73	3,432.00
<u>COMMON UTILITIES</u>				
Electricity	1,591.71	2,250.00	70.74	2,186.58
Electricity - Government Rebat	(893.75)	0.00	0.00	(406.25)
Water Consumption	83.29	30.00	277.63	12.88
<u>FIRE CONTROL</u>				
Fire - Annual Audit	423.50	423.50	100.00	385.00
Fire - Contract	586.86	605.00	97.00	586.86
Fire - Repairs & Maintenance	0.00	860.00	0.00	827.99
<u>GENERAL MAINTENANCE</u>				
R & M - Building	1,131.50	1,000.00	113.15	1,538.90
R & M - Electrical	1,925.00	500.00	385.00	396.00
R & M - Garage Doors	0.00	1,000.00	0.00	0.00
R & M - Mowing Expense	3,971.00	0.00		0.00
R & M - Gutter Cleaning	0.00	1,300.00	0.00	0.00
R & M - Keys & Locks	(110.00)	0.00	0.00	0.00
<u>INSURANCE</u>				



CASSELS
STRATA SOLUTION
SPECIALISTS

BRISBANE 07 3726 0050
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On the Rise CTS 49380

8 Wakefield Street Alderley QLD 4051

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 NOVEMBER 2024 TO 11 SEPTEMBER 2025

	ACTUAL	BUDGET	VARIANCE	ACTUAL
	01/11/24-11/09/25	01/11/24-31/10/25	%	01/11/23-31/10/24
Insurance - Building	5,870.23	4,856.58	120.87	5,693.70
Insurance - All Other Premiums	0.00	1,494.42	0.00	1,493.88
<u>PEST CONTROL</u>				
Termite Inspection	0.00	1,500.00	0.00	1,353.00
<u>PROFESSIONAL FEES</u>				
Work Health & Safety	0.00	0.00	0.00	231.00
Contract Compliance	0.00	100.00	0.00	97.56
<u>TOTAL ADMIN. EXPENDITURE</u>	18,640.66	24,546.50		22,792.76
<u>SURPLUS / DEFICIT</u>	\$ 5,959.83	\$ 2.00		\$ 3,407.76
Opening Admin. Balance	4,735.78	4,735.78	100.00	1,328.02
<u>ADMINISTRATIVE FUND BALANCE</u>	\$ 10,695.61	\$ 4,737.78		\$ 4,735.78



CASSELS
STRATA SOLUTION
SPECIALISTS

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8 Wakefield Street Alderley QLD 4051

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 NOVEMBER 2024 TO 11 SEPTEMBER 2025

	ACTUAL 01/11/24-11/09/25	BUDGET 01/11/24-31/10/25	VARIANCE %	ACTUAL 01/11/23-31/10/24
<u>SINKING FUND</u>				
<u>INCOME</u>				
Levies - Sinking Fund	6,500.00	6,500.00	100.00	6,000.00
<u>TOTAL SINKING FUND INCOME</u>	<u>6,500.00</u>	<u>6,500.00</u>		<u>6,000.00</u>
<u>EXPENDITURE - SINKING FUND</u>				
Building Repairs	1,310.50	0.00		3,352.04
Gardens & Grounds	396.00	0.00		0.00
<u>TOTAL SINK. FUND EXPENDITURE</u>	<u>1,706.50</u>	<u>0.00</u>		<u>3,352.04</u>
<u>SURPLUS / DEFICIT</u>	<u>\$ 4,793.50</u>	<u>\$ 6,500.00</u>		<u>\$ 2,647.96</u>
Opening Sinking Fund Balance	37,640.42	37,640.42	100.00	34,992.46
<u>SINKING FUND BALANCE</u>	<u>\$ 42,433.92</u>	<u>\$ 44,140.42</u>		<u>\$ 37,640.42</u>

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Search Date: 11/09/2025 14:20

Request No: 53328947

SCHEME NAME

ON THE RISE COMMUNITY TITLES SCHEME 49380

BODY CORPORATE ADDRESS

CASSELS STRATA
PO BOX 1152
MILTON QLD
4064

COMMUNITY MANAGEMENT STATEMENT No: 49380

Title	Lot	Plan	Title	Lot	Plan
51067556	CP	SP 280277	51067557	1	SP 280277
51067558	2	SP 280277	51067559	3	SP 280277
51067560	4	SP 280277	51067561	5	SP 280277
51067562	6	SP 280277	51067563	7	SP 280277
51067564	8	SP 280277	51067565	9	SP 280277

COMMUNITY MANAGEMENT STATEMENT Dealing No: 717661329

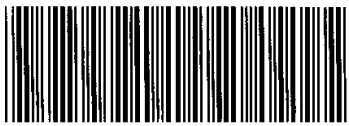
** End of Community Titles Scheme Search **

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

GENERAL REQUEST

Duty Imprint

FORM 14 Version 4
Page 1 of 1



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\$175.00

22/11/2016 10:41

TE 460

<http://www.lra.qld.gov.au/about/privacy/index.html>

1. Nature of request	Lodger (Name, address, E-mail & phone number)	Lodger Code
Request to record First Community Management Statement for On the Rise Community Titles Scheme	Connolly Suthers Lawyers PO Box 991 Townsville, QLD, 4810 Phone: 4771 5664	711

2. Lot on Plan Description	Title Reference
LOT 5 ON RP 59895	12255137

3. Registered Proprietor/State Lessee
10 WAKEFIELD ST PTY LTD A.C.N. 605 134 683

4. Interest
NOT APPLICABLE

5. Applicant
10 WAKEFIELD ST PTY LTD A.C.N. 605 134 683

6. Request

I hereby request that: the First Community Management Statement deposited herewith be recorded as the Community Management Statement for On the Rise Community Titles Scheme and that Cassels Strata, PO Box 1152, Milton, Qld, 4064 be recorded as the address for service on the body corporate for the Scheme.

7. Execution by applicant

Renee Maree Lovelady Tomas
Solicitor

17/11/2016

Execution Date

Renee Maree Lovelady Tomas
Applicant's or Solicitor's Signature

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

49380

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 On the Rise Community Titles Scheme	2. Regulation module Standard Module
3. Name of body corporate Body Corporate for On the Rise Community Titles Scheme	
4. Scheme land	
Lot on Plan Description	Title Reference
Lot 1 on SP 280277	12255137
Lot 2 on SP 280277	12255137
Lot 3 on SP 280277	12255137
Lot 4 on SP 280277	12255137
Lot 5 on SP 280277	12255137
Lot 6 on SP 280277	12255137
Lot 7 on SP 280277	12255137
Lot 8 on SP 280277	12255137
Lot 9 on SP 280277	12255137
Common Property for On the Rise Community Titles Scheme	
5. #Name and address of original owner 10 Wakefield St Pty Ltd ACN 605 134 683 319 Given Terrace Paddington QLD 4064 # first community management statement only	6. Reference to plan lodged with this statement SP 280277
7. Local Government community management statement notation	
Rita Salazar Kelly signed Rita Kelly, Team Manager, Express Services, Delegate name and designation Brisbane City Council name of Local Government	
8. Execution by original owner/Consent of body corporate	
10 / 11 / 16 Execution Date	10 WAKEFIELD ST PTY LTD ACN 605 134 683 DIRECTOR DIRECTOR *Execution *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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**SCHEDULE / ENLARGED PANEL /
ADDITIONAL PAGE / DECLARATION**

Title Reference [12255137]

SCHEDULE A			SCHEDULE OF LOT ENTITLEMENTS		
Lot on Plan			Contribution	Interest	
Lot	1	SP 280277	1080	1105	
Lot	2	SP 280277	1080	1105	
Lot	3	SP 280277	1130	1162	
Lot	4	SP 280277	1096	1052	
Lot	5	SP 280277	1096	1052	
Lot	6	SP 280277	1096	1052	
Lot	7	SP 280277	1067	996	
Lot	8	SP 280277	1253	1350	
Lot	9	SP 280277	1102	1127	
TOTALS			10000	10001	

CALCULATION OF LOT ENTITLEMENTS

Contribution Schedule Lot Entitlements

The contributions schedule lot entitlements for the Scheme are not equal.

The contributions schedule lot entitlements for this Scheme have been allocated in accordance with the relativity principle stated in Section 46A(2) of the Act having regard to:-

- (a) the structure of the Scheme;
- (b) the nature, features and characteristics of the Lots in the Scheme; and
- (c) the purpose for which the Lots are used;
- (d) the impact the lots may have on the costs of maintaining the common property;
- (e) the market values of the lots.

In determining the contribution schedule lot entitlements for the scheme using the relativity principle:

- (a) the scheme is not part of a layered scheme and is not being developed progressively as such this factor was not considered relevant when calculating the contribution schedule lot entitlements;
- (b) all lots are similar in terms of their nature, features and characteristics as such this factor was not considered relevant in deciding the contribution schedule lot entitlements;
- (c) all of the lots will be used for residential purposes as such this factor was not considered relevant in deciding the contribution schedule lot entitlements;
- (d) the lots in the scheme have been created under a building format plan and the body corporate is responsible for the repair and maintenance of common property. The following factors increase the burden that a particular lot places on the body corporate's cost for the maintenance, cleaning and repair of the common property:
 - (i) the area of the lot – additional contribution schedule lot entitlements are allocated to a lot the larger the lot is because there will a greater demand on the support and shelter costs;
 - (ii) the number of potential occupants – larger lots can cater for a greater number of potential occupants and thereby have the potential to place a greater burden on the common property and additional contribution schedule lot entitlements are allocated to take this into account.

This results in larger lots having a greater demand on the body corporate's expenditure for the maintenance, cleaning and repair of the common property. The relationship between the lots in the context of this factor was

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considered relevant in deciding the contribution schedule lot entitlements because it places a differential burden on the costs of the body corporate for the maintenance, cleaning and repair of the common property.

- (e) the market values of the lots was not considered relevant in deciding the contribution schedule lot entitlements.

Interest Schedule Lot Entitlements

The interest schedule lot entitlements for this Scheme have been allocated in accordance with the market value principle stated in Section 46B of the Act having regard to anticipated market value of the Lots in the Scheme.

SCHEDULE B	EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND
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Sections 66(1)(f) and (g) of the Body Corporate and Community Management Act, 1997 do not apply.

SCHEDULE C	BY-LAWS
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DEFINITIONS

In these By-Laws:-

- (1) "Act" means the *Body Corporate and Community Management Act, 1997*;
- (2) "Approved Drawings and Documents" means the plans approved by the Brisbane City Council for the Scheme;
- (3) "Body Corporate" means the Body Corporate for the On the Rise Community Titles Scheme;
- (4) "Building" means the buildings contained within the Scheme Land;
- (5) "Common Property" means the Common Property for the Scheme;
- (6) "Committee" means the committee for the Body Corporate;
- (7) "Lot" means a lot in the Scheme;
- (8) "Owner" means the registered Owner and occupants of a Lot;
- (9) "Scheme" means the On the Rise Community Titles Scheme containing the Lots and the Common Property;
- (10) "Scheme Land" means the Lots and Common Property contained within the Scheme;
- (11) "Services" means all water, sewerage, electricity, gas, telecommunications, fire, security, elevator and other services or systems located within the Scheme Land.

1. Vehicles

- 1.1 Owners must not park or stand any motor vehicle on any part of the Common Property or any other areas within the Building which provide vehicular access other than designated parking spaces without the approval in writing of the Body Corporate. Any approval given by the Body Corporate may be withdrawn on seven (7) days notice in writing.

2. Use of Roadways and Walkways

- 2.1 The roadways and walkways which provide access to and throughout the Building shall not be obstructed by an Owner or used by an Owner for any purpose other than ingress and egress to and from their Lots or parking areas.
- 2.2 The occupier of a lot must not, without the Body Corporate's written approval:-
- (a) park a vehicle, or allow a vehicle to stand, on the Common Property, or;
 - (b) permit an invitee to park a vehicle, or allow a vehicle to stand, on the Common Property, except for the designated visitor parking which must remain available at all times for the sole use of visitors' vehicles.

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- 2.3 An approval under by-law 2.2 must state the period for which it is given, with the exception of designated visitor parking.
- 2.4 However, the Body Corporate may cancel the approval by giving 7 days written notice to the occupier, with the exception of designated visitor parking.
- 2.2 Owners shall not:-
- (a) drive or permit to be driven any motor vehicles in excess of two (2) tonnes weight within the Building;
 - (b) permit any boat, trailer, caravan, campervan or mobile home onto Scheme Land without first obtaining the consent of the Body Corporate;
 - (d) exceed the speed limit of 5 kilometres per hour.
3. Obstruction
- 3.1 Owners shall not:-
- (a) obstruct the lawful use of Common Property by any person;
 - (b) interfere with or obstruct any contractors from performing their duties or exercising their rights.
4. Damage and use of gardens on Common Property
- 4.1 Owners shall not:-
- (a) damage any lawn or landscaping situated upon Common Property; or
 - (b) except with the approval in writing of the Body Corporate, use any part of the Common Property as a garden.
5. Damage to Common Property
- 5.1 Owners shall not mark, paint 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 Owners or a person authorised by them from installing:-
- (a) any locking or other safety device for protection of a Lot against intruders; or
 - (b) any insect screen or other device to prevent entry of animals or insects upon a Lot in accordance with these by-laws.
- 5.2 Any locking or safety device or insect screening must be installed in a workman-like manner and be maintained in a state of good and serviceable repair by the Owner.
6. Depositing Rubbish on Common Property
- 6.1 Owners shall not deposit or throw upon the Common Property any rubbish, dirt, cigarette butts or anything else likely to interfere with the peaceful enjoyment of the Common Property.
7. Instructions to Contractors
- 7.1 Owners shall not directly instruct any contractors or workmen employed by the Body Corporate unless authorised to do so.
8. Garbage Disposal
- 8.1 Owners shall:-
- (a) Dispose of their garbage in the appropriate receptacles, and shall assist in keeping those areas clean and dry;
 - (b) comply with all Local Authority by-laws and ordinances relating to the disposal of garbage;
 - (c) ensure that the health, hygiene and comfort of Owners of any other Lot is not adversely affected by the Owners disposal of their garbage.

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9. Appearance of Building

9.1 Owners shall not:-

- (a) except with the consent in writing of the Body Corporate, hang any washing, towel, bedding, clothing or other article or display any sign, advertisement, placard, banner, pamphlet or like matter on any part of a Lot in such a way as to be visible from outside the Lot, the Common Property or any other Lot;
- (b) without the Body Corporate's written approval, make a change to the external appearance of the Lot;
- (c) erect on the Lot or Common Property any outside wireless or television aerials and satellite dishes (or similar devices) without the written approval of the Body Corporate;
- (d) install, renovate or replace curtains, vertical blinds or other windows and door covers visible from outside the Lot unless such curtains have white backing or some other backing or other colour backing approved by the Body Corporate;
- (e) place any items on the balcony or terrace of a Lot with the exception of chairs, tables, barbecues and pot plants without the consent in writing of the Body Corporate, and shall keep such areas neat and tidy and well presented at all times.

10. Inflammable Liquids, Gases or Other Materials

- 10.1 Owners shall not bring onto, or do anything in a Lot which shall increase the rate of fire insurance for the Scheme or which may conflict with the laws and/or regulations relating to fires or any insurance policy held over the Scheme or the regulations of any Public Authority.

11. Keeping of Animals

- 11.1 Owners shall be entitled to keep a domestic animal within their Lot or any exclusive use area attached to their Lot, provided that the animal weighs less than 20 kilograms and does not create any noise or in any other way interfere with any other Owner's peaceful enjoyment of their Lot or the Common Property in the Scheme. Owners may not keep an animal that is more than 20 kilograms in weight on the Scheme Land without first obtaining the written consent of the Body Corporate which may be granted or refused at that Body Corporate's discretion.
- 11.2 Any damage caused to Common Property by an animal must be rectified by the Owner of the animal.
- 11.3 If any animal kept on the Lot or within any exclusive use area attached to the Lot causes any disturbance to adjoining owners, the Body Corporate may, at its discretion, provide written notice to the Owner of the disturbance and if the disturbance continues after that notice is given, the Body Corporate may provide the Owner with notice that the animal may no longer be kept on the Scheme Land and in that event, the Owner must make arrangements to have the animal removed from the Scheme Land within fourteen (14) days of receiving the notice from the Body Corporate.
- 11.4 This by law is subject to the provisions contained in the *Guide, Hearing and Assistance Dogs Act, 2009* (Qld). A person is entitled to be accompanied by a guide dog while on a Lot or the Common Property and, if the person is an Owner, is entitled to keep a guide dog on the Lot and any exclusive use area attached to the Lot.

12. Right of Entry

- 12.1 Owners shall, upon receiving reasonable notice from the Body Corporate, allow the Body Corporate or any contractors, sub-contractors, workmen or other person authorised by it, the right of access to a Lot for the purpose of carrying out works or effecting repairs on any Services.

13. Noise

- 13.1 Owners, their guests, servants or agents shall not make or permit to be made any noise likely to interfere in any way with the peaceful enjoyment of other Owners of Lots or any person lawfully using the Common Property. In particular Owners shall not hold or permit to be held any social gathering in a Lot which would cause any noise which interferes with the peace and quiet enjoyment of any other Owner, at any time of day or night and shall comply with all statutory and Local Authority noise regulations.

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- 13.2 In the event of any unavoidable noise emanating from a Lot at any time the Owner shall take all practical steps to minimise the noise emanating and the annoyance to other Owners by closing all doors, windows and curtains of the Lot;
- 13.3 Owners shall not operate or permit to be operated upon a Lot any radio, two way radio, short wave radio, transmitter, telecommunications device or electronic equipment which interferes with any domestic appliance or apparatus (including a radio or television receiver) lawfully in use upon the Common Property or in another Lot.
- 14. Use of Lots**
- 14.1 All Lots must be used as a private residence only. Owners shall not allow Lots to be used for any purpose which may cause a nuisance or hazard, is illegal or immoral, or may endanger the safety or good reputation of persons residing within the Scheme.
- 15. Alteration to Lots and Common Property**
- 15.1 Any alterations made to Lots or fixtures or fittings attached to Lots shall be carried out by registered tradesmen and in accordance with Local Authority requirements.
- 15.2 Owners shall not be entitled to carry out any alterations to Lots affecting any structural walls contained within the Lot or carry out any other works which may affect the structural integrity of the Lot or the Building.
- 15.3 Any alteration made to Common Property or fixture or fitting attached to Common Property, whether made or attached with or without the approval of the Body Corporate, shall, be repaired and maintained by the Owner who made the alteration or attached the fixtures or fittings to the Common Property.
- 15.4 All balconies and terraces shown on the Approved Drawings and Documents, are to remain unenclosed with no shutters, glazing, louvers or similar permanent fixtures other than those consistent with the relevant Brisbane Planning Scheme Codes/Policies and clearly depicted on the Approved Drawings.
- 16. Maintenance of Lots**
- 16.1 Owners shall be responsible for the maintenance of Lots and shall ensure that Lots are kept and maintained so as not to be offensive in appearance to other Lot Owners through the accumulation of excess rubbish or otherwise and shall take all practical steps to prevent infestation by vermin and/or insects.
- 17. Replacement of Glass**
- 17.1 Windows shall be kept clean and promptly replaced by the Owner of the Lot with fresh glass of the same kind and weight as at present if broken or cracked.
- 18. Behaviour of Invitees**
- 18.1 Owners shall take all reasonable steps to ensure that their invitees do not behave in a manner likely to interfere with the peaceful enjoyment of Owners of other Lots or any other person lawfully using Common Property or other areas within the Building.
- 18.2 Owners shall be liable to compensate the Body Corporate in respect of all damage to the Common Property or personal property owned by the Body Corporate caused by an Owner or their invitees.
- 18.3 Where a Lot is subject to a lease or a licence agreement, Owners shall take all reasonable steps, including taking any action available under such lease or license agreement, to ensure that the lessee or licensee or any other occupants comply with the provisions of these by-laws.
- 18.4 The duties and obligations imposed by these by-laws on Owners shall be observed not only by the Owners but also by the tenants, guests, servants, employees, agents, children, invitees and licensees of such Owner.
- 18.5 Where the Body Corporate expends money to make good damage caused by a breach of the Act, or of these by-laws by any Owner the Committee shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the Owner of the Lot at the time when the breach occurred.

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19. Auction Sales and Open Houses

19.1 Owners shall not permit any open house or auction sale to be conducted within a Lot or on Common Property without the prior approval in writing of the Committee of the Body Corporate.

20. Correspondence and Requests to the Secretary of the Body Corporate

20.1 All complaints, applications or requests to the Body Corporate or its Committee shall be addressed in writing to the Manager of the Body Corporate.

21. Display Unit

21.1 Whilst the Original Owner remains an owner of any Lot, it and its officers and/or agents shall be entitled to use any Lot of which it remains an owner as a display unit and shall be entitled to allow prospective purchasers to inspect any display unit and for such purposes shall be entitled to use such signs advertising or display material in or about the Common Property as it thinks fit, such signs shall be attractive and tasteful having regard to the general appearance of the parcel, and shall not at any time, and from time to time, be more in terms of number and size than is reasonably necessary.

22. Copy of By-laws to be Produced

22.1 Where a Lot is leased or rented, the Owner shall provide the lessee or tenant with a copy of the by-laws for the time being in force in respect of the Scheme.

23. Recovery of Costs and Levies

23.1 Owners shall pay on demand the whole of the Body Corporate costs and expenses (including Solicitor and own client costs) and any tax payable on these levies including Goods and Services Tax (if any) which amounts shall be deemed to be a liquidated debt due, in recovering all and any levies or monies duly levied upon such Owner by the Body Corporate pursuant to the Act.

24. Power of Committee

24.1 The Committee may make rules relating to the maintenance and use of the Common Property not inconsistent with these by-laws and the same shall be observed by Owners unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Body Corporate.

25. Grounds and Gardens Maintenance

25.1 Owners shall not ring bark, cut down, lop, remove, poison, injure or wilfully destroy the whole of any part of any tree or shrub located on the Common Property without first making written application to and gaining written approval from the Committee.

25.2 Owners shall not plant any additional trees and shrubs on a Lot or Common Property without the prior written permission of the Body Corporate.

26. Office Bearers

26.1 Every member for the time being of the Committee of the Body Corporate shall be indemnified by the Body Corporate out of its funds and assets against personal liability for the acts, omissions, neglects or defaults of any other members of the Committee or for any loss or liability occasioned to the Body Corporate by any judgement or oversight on his part or for any other loss, damage or misfortune whatever which shall happen during the course of the execution of the duties of office or in relation thereto and shall be further indemnified in similar manner against any liability incurred by the member defending any proceedings, whether criminal or civil, in respect of any such act, omission, neglect, default, error or oversight.

27. Security Screens

27.1 Owners may, with the consent of the Committee:-

- (a) Install security screens and security doors in a colour to match the window frames of their Lot;
- (b) Owners shall be responsible for all costs associated with the purchase, installation, repair and maintenance of these additions.

Title Reference [12255137]

28. Power of Body Corporate to Enter into Agreements

28.1 The Body Corporate shall have the power by ordinary resolution of an annual general meeting or extraordinary general meeting of its members convened in accordance with the provisions of the Act to enter into agreements:-

- (a) for the purpose of the supply of electricity to the Scheme Land;
- (b) for the maintenance of any security system or fire fighting system on the Scheme Land;
- (c) for the management, maintenance and repair of the Building and Common Property;
- (d) for the gardening and cleaning of the Common Property;
- (e) for the repair and maintenance of any lifts on the Scheme Land.

28.2 The Body Corporate shall not:-

- (a) allow any person or corporation other than the duly appointed contractors to use any part of the Building or Common Property;
- (b) allow any person or corporation other than a duly appointed caretaker, letting agent or contractor to provide any services to the Body Corporate from any part of the Building or Common Property.

29. Security Equipment

29.1 All security equipment installed on Common Property and used in connection with the provision of security for the Scheme Land shall, with the exception of that equipment installed upon any Lot, be and remain the property of the Body Corporate. All security equipment (with the exception of that equipment installed upon any Lot which shall be maintained at the cost and expense of the Owner of the Lot) the property of the Body Corporate shall be repaired and maintained at the cost and expense of the Body Corporate.

29.2 In no circumstances shall the Body Corporate be responsible to an Owner (and the Owner shall not be entitled to make any claim for compensation or damages) in the event of a failure of any of the security systems put in place by the Body Corporate.

29. Security Access Cards and Keys

29.1 If the Body Corporate in the exercise of any of its powers under these by-laws restricts an Owner access to any part of the Common Property by means of a lock or similar security device it may make such a number of keys or operating systems as it determines available to Owners free of charge and thereafter may at its discretion make additional numbers thereof available to Owners on payment of such reasonable charge as may be determined from time to time by the Body Corporate.

29.2 Owners to whom any key or operating system is provided pursuant to these by-laws shall exercise a high degree of caution and responsibility in making the same available for use and shall take reasonable precautions (which shall include an appropriate covenant in any lease or licence of a Lot by such Owner) to ensure the key or operating system is returned to the Owner or the Body Corporate upon the lessee ceasing to be an occupier of the Lot.

29.3 Owners shall not without the prior approval in writing of the Body Corporate duplicate the key or operating system and shall take all reasonable precautions to ensure that the key or operating system is not lost or handed to any other person other than another Lot Owner.

29.4 Owners shall notify the Body Corporate immediately if a key or operating system is destroyed or lost.

30. Exclusive Use of Carparks

30.1 The Owner of each Lot identified in Schedule E is granted the exclusive use of the carparking space identified in Schedule E and on the Exclusive Use Allocation Plan on the following conditions:-

- (a) the Owner shall not store any item in the carparking space without the consent of the Body Corporate;
- (b) the Owner is responsible for keeping the carparking space in a clean and tidy condition and, failing that, the Body Corporate may do so at the Owner's expense;

Title Reference [12255137]

- (c) the Owner acknowledges that services for the building may run through and across the car parking areas and Owners must allow any service contractors appointed by the Body Corporate access to the car parking areas for the purpose of maintaining, repairing or replacing the services.

30.2 Owners shall not construct any structure in a car parking space without the consent of the Body Corporate.

31. Exclusive Use of Courtyard

31.1 The Owner of each Lot identified in Schedule E is granted the exclusive use of the courtyard identified in Schedule E and on the Exclusive Use Allocation Plan on the following conditions:-

- (a) the Owner will be responsible for maintaining all improvements constructed within the courtyard;
- (b) Owners will be responsible for maintaining the lawns, gardens, trees and shrubs established within the courtyard and shall keep the yard in a clean and tidy condition at all times;
- (c) Owners will not allow any tree shrubs or weeds to become overgrown and encroach into an adjoining Lot;
- (d) Owners must allow any service contractor who is appointed by the Body Corporate access to their courtyard for the purpose of maintaining, repairing or replacing any services which run through the courtyard; and
- (e) Owners may construct improvements within their courtyard, with the consent of the Body Corporate, provided that the Owner complies with all Local Authority requirements in respect to the construction of the improvements.

SCHEDULE D	OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED
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1. Statutory Easements

The Lots will be affected by statutory easements. The Lots affected and the type of statutory easements affecting the Lots are as follows:-

LOT AFFECTED	TYPE OF STATUTORY EASEMENT
Lots 1-9 on SP 280277	Lateral or subjacent support, utility services and infrastructure, shelter and projection
Common property for On the Rise Community Titles Scheme	Lateral or subjacent support, utility services and infrastructure, shelter and projection

2. Services Location Diagram

A services location diagram showing the location of any implied Statutory Easements for utility services and infrastructure is attached to this Statement.

Title Reference [12255137]

- (c) the Owner acknowledges that services for the building may run through and across the car parking areas and Owners must allow any service contractors appointed by the Body Corporate access to the car parking areas for the purpose of maintaining, repairing or replacing the services.

36.1 Owners shall not construct any structure in a car parking space without the consent of the Body Corporate.

30. Exclusive Use of Courtyard

30.1 The Owner of each Lot identified in Schedule E is granted the exclusive use of the courtyard identified in Schedule E and on the Exclusive Use Allocation Plan on the following conditions:-

- (a) the Owner will be responsible for maintaining all improvements constructed within the courtyard;
- (b) Owners will be responsible for maintaining the lawns, gardens, trees and shrubs established within the courtyard and shall keep the yard in a clean and tidy condition at all times;
- (c) Owners will not allow any tree shrubs or weeds to become overgrown and encroach into an adjoining Lot;
- (d) Owners must allow any service contractor who is appointed by the Body Corporate access to their courtyard for the purpose of maintaining, repairing or replacing any services which run through the courtyard; and
- (e) Owners may construct improvements within their courtyard, with the consent of the Body Corporate, provided that the Owner complies with all Local Authority requirements in respect to the construction of the improvements.

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

1. Statutory Easements

The Lots will be affected by statutory easements. The Lots affected and the type of statutory easements affecting the Lots are as follows:-

LOT AFFECTED	TYPE OF STATUTORY EASEMENT
Lots 1-9 on SP 280277	Lateral or subjacent support, utility services and infrastructure, shelter and projection
Common property for On the Rise Community Titles Scheme	Lateral or subjacent support, utility services and infrastructure, shelter and projection

2. Services Location Diagram

A services location diagram showing the location of any implied Statutory Easements for utility services and infrastructure is attached to this Statement.

**SCHEDULE / ENLARGED PANEL /
ADDITIONAL PAGE / DECLARATION**

Title Reference [12255137]

SCHEDULE E	DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY
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Lot on Plan	Exclusive Use Area	Use
Lot 1 on SP 280277	Area E on attached drawing no. 4920/A Area K on attached drawing no. 4920/A	Carpark Courtyard
Lot 2 on SP 280277	Area A on attached drawing no. 4920/A Area J on attached drawing no. 4920/A	Carpark Courtyard
Lot 3 on SP 280277	Area F on attached drawing no. 4920/A	Carpark
Lot 4 on SP 280277	Area H on attached drawing no. 4920/A	Carpark
Lot 5 on SP 280277	Area G on attached drawing no. 4920/A	Carpark
Lot 6 on SP 280277	Area B on attached drawing no. 4920/A	Carpark
Lot 7 on SP 280277	Area I on attached drawing no. 4920/A	Carpark
Lot 8 on SP 280277	Areas C & D on attached drawing no. 4920/A	Carpark
Lot 9 on SP 280277	Area L on attached drawing no. 4920/A	Carpark

Title References

SERVICES LOCATION DIAGRAM 'A'

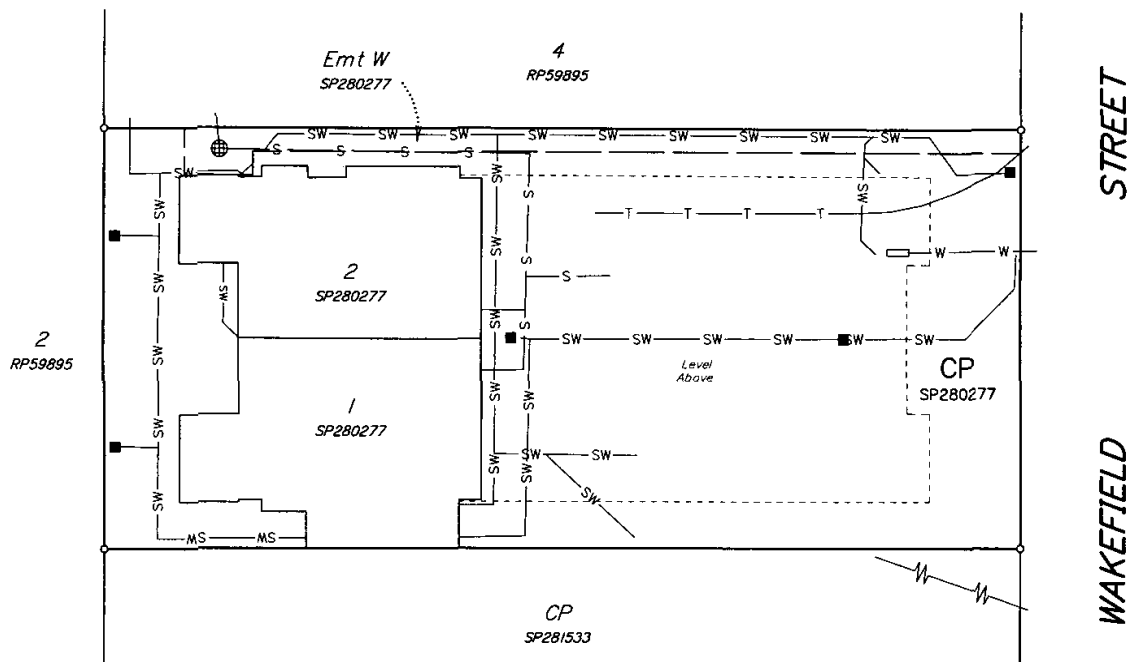
For Lots 1-9 & Common
Property on SP280277

Locality of Alderley

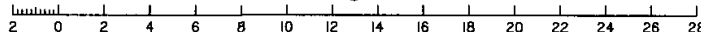
NOTES:

1. Plan Drawn to scale on A3 sheet.
2. Plan prepared from information supplied by builder.
3. Community Title Scheme Name: 'On the Rise'
4. Community Title Scheme Number:

—T—T—T— Telstra
—W—W—W— Overhead Power
—S—S—S— Sewer
—SW—SW—SW— Stormwater
—W—W—W— Water



Scale 1:200 - Lengths are in Metres.



Scale 1:200



Brisbane
PO Box 361 Radd Highway QLD 4004
Ph: 07 3115 5800
E: brian@dtsgroup.com.au

Machay

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For registration plan MUST be to scale.
(DO NOT REDUCE OR ENLARGE)

Date: 28/10/2016
Surveyor: AC
Drawn: AnV
Job No: BNE150382
Acad: B150382Sld1.dwg
A3 4921/A

SHEET

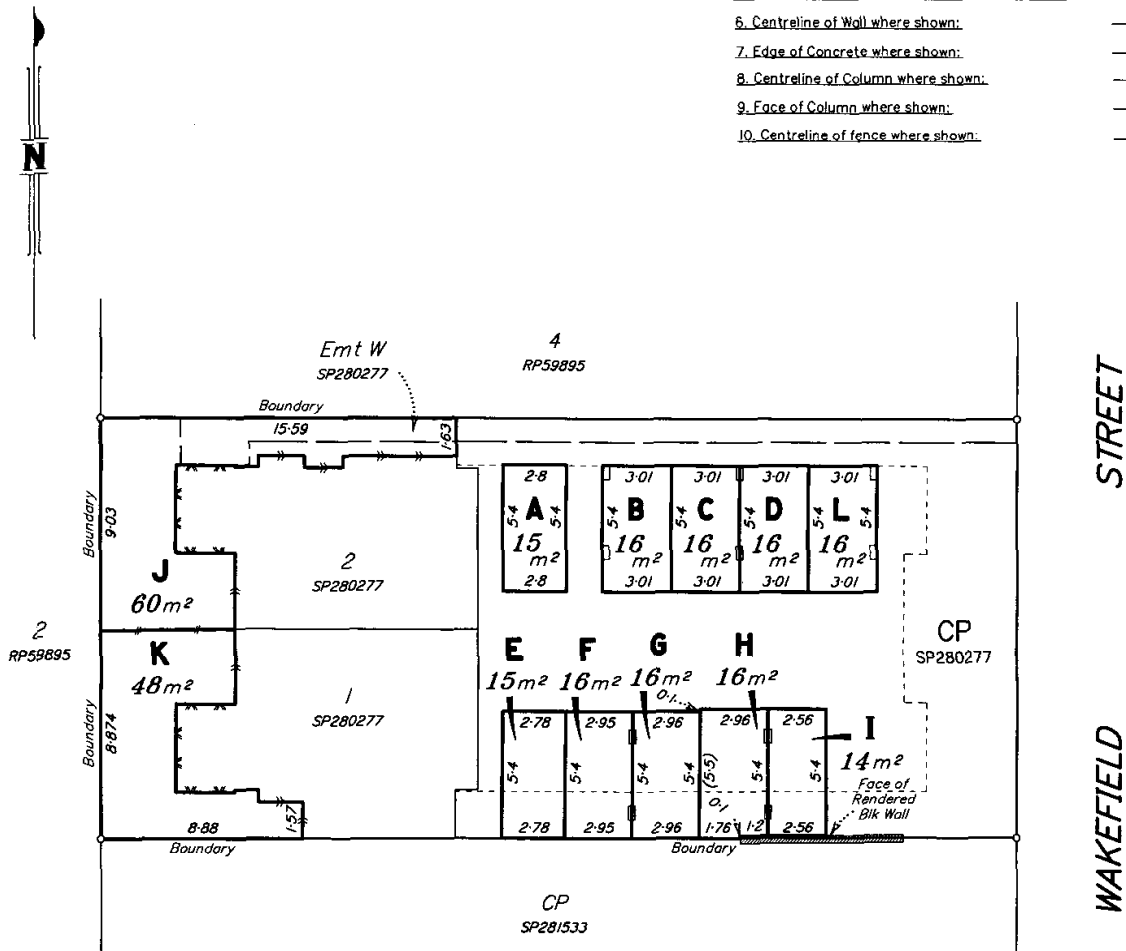
Title References

**PLAN FOR EXCLUSIVE USE PURPOSES
SKETCH 'B'**

Exclusive Use Areas A-L
Covering Part of Common Property
on level "A" of SP280277

NOTES:

1. Plan Drawn to scale on A3 sheet.
2. Title Reference: .
3. Community Title Scheme Name: 'On the Rise'
4. Community Title Scheme Number:
5. Restricted to the underside of Level B where shown: -----
6. Centreline of Wall where shown: ————>>———
7. Edge of Concrete where shown: ————x x———
8. Centreline of Column where shown: ————□———
9. Face of Column where shown: ————□———
10. Centreline of fence where shown: ————#———



DTS GROUP QLD PTY LTD ACN 010 000 843
Cadastral Surveyor, certify that the details on
this sketch plan are correct.

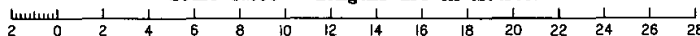


Director

Director

9.11.16
Date

Scale 1:200 - Lengths are in Metres.



Scale 1:200

Date: 25/10/2016
Surveyor: AC
Drawn: AnV
Project: BNE150382
Acad: B150382Eu1.dwg
A3 4920/B

SHEET

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JAS ANZ



For registration plan MUST be to scale.
(DO NOT REDUCE OR ENLARGE)