Seller disclosure statement



Property Law Act 2023 section 99

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

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

WARNING - You must be given this statement 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 Emily Jane Cansdal	e and Trent Michael Gibson	
Property address 3/1 Brocks (referred to as the "property" in this statement)	man Street, Kedron, QLD 4031	
Lot on plan description 3 SF	P278110	
Community titles scheme	Is the property part of a community title	s scheme or a BUGTA scheme:
or BUGTA scheme:	✓ Yes	□ No
	If Yes, refer to Part 6 of this statement for additional information	If No , please disregard Part 6 of this statement as it does not need to be completed

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

Title details	The seller gives or has given the buyer the following—			
	A title search for the property issued under the <i>Land Title Act 1994</i> showing interests registered under that Act for the property.	V	Yes	
	A copy of the plan of survey registered for the property.	V	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	There are encumbrances not registered on the title that will continue $\ \square$ Yes $\ \triangledown$ No to affect the property after settlement.				
(excluding statutory encumbrances)	Note —If the property is part of a community titles scheme or a BUGTA scheme it may be subject to and have the benefit of statutory easements that are NOT required to be disclosed.				
circumstances,	Unregistered lease (if applicable)				
	If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows:				
	» the start and end day of the term of the lease:				
	» the amount of rent and bond payable:				
	» whether the lease has an option to renew:				
	Other unregistered agreement in writing (if applicable)				
	If the unregistered encumbrance is created by an agreement in writing, and is not an unregistered lease, a copy of the agreement is given, together with relevant plans, if any.				
	Unregistered oral agreement (if applicable)				
	If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows:				
Statutory encumbrances	There are statutory encumbrances that affect the property. \Box Yes \Box No				
encumplances	If Yes , the details of any statutory encumbrances are as follows:				
Residential tenancy or rooming accommodation	The property has been subject to a residential tenancy agreement or a ✓ Yes rooming accommodation agreement under the <i>Residential Tenancies</i> and <i>Rooming Accommodation Act 2008</i> during the last 12 months.				
agreement	If Yes , when was the rent for the premises or each of the residents' rooms last increased? (Insert date of the most recent rent increase for the premises or rooms)				
	Note —Under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> the rent for a residential premises may not be increased earlier than 12 months after the last rent increase for the premises.				
	As the owner of the property, you may need to provide evidence of the day of the last rent increase. You should ask the seller to provide this evidence to you prior to settlement.				

Part 3 – Land use, planning and environment

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

Zoning	The zoning of the property is (Insert zoning under the planning scheme, 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):				
	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.		Yes	V	No
	The lot is affected by a notice of intention to resume the property or any part of the property.		Yes	V	No
	If Yes , a copy of the notice, order, proposal or correspondence must be	give	en by the se	eller.	
•	re has the meaning defined in the <i>Transport Infrastructure Act 1994</i> . A <i>p</i> ficial process to establish plans or options that will physically affect the	•		a re	solution
Contamination and environmental protection	The property is recorded on the Environmental Management Register or the Contaminated Land Register under the <i>Environmental Protection Act 1994</i> .		Yes	V	No
	The following notices are, or have been, given:				
	A notice under section 408(2) of the <i>Environmental Protection Act 1994</i> (for example, land is contaminated, show cause notice, requirement for site investigation, clean up notice or site management plan).		Yes	V	No
	A notice under section 369C(2) of the <i>Environmental Protection Act</i> 1994 (the property is a place or business to which an environmental enforcement order applies).		Yes	V	No
	A notice under section 347(2) of the <i>Environmental Protection Act</i> 1994 (the property is a place or business to which a prescribed transitional environmental program applies).		Yes	V	No
_					
Trees	There is a tree order or application under the <i>Neighbourhood</i> Disputes (Dividing Fences and Trees) Act 2011 affecting the property.		Yes	✓	No
	If Yes , a copy of the order or application must be given by the seller.				
Heritage	The property is affected by the <i>Queensland Heritage Act 1992</i> or is included in the World Heritage List under the <i>Environment Protection and Biodiversity Conservation Act 1999</i> (Cwlth).		Yes	V	No
Flooding	Information about whether the property is affected by flooding or anot within a natural hazard overlay can be obtained from the relevant loca should make your own enquires. Flood information for the property ma FloodCheck Queensland portal or the Australian Flood Risk Information	l gov ay al	ernment a so be avail	nd y	ou
Vegetation, habitats and protected plants	Information about vegetation clearing, koala habitats and other restrict the land that may apply can be obtained from the relevant State gover			opm	ent of

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	V	No			
Unlicensed building work under owner	Building work was carried out on the property under an owner builder permit in the last 6 years.		Yes	V	No			
builder permit	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.							
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	V	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	V	No			
	If Yes , a copy of the notice or order must be given by the seller.							
Building Energy Efficiency Certificate	If the property is a commercial office building of more than 1,000m², a Certificate is available on the Building Energy Efficiency Register.	a Bui	lding Energ	ţy Eff	iciency			
Asbestos	The seller does not warrant whether asbestos is present within buildi the property. Buildings or improvements built before 1990 may containing materials (ACM) may have been used up until the early 200 become dangerous when damaged, disturbed, or deteriorating. Informis available at the Queensland Government Asbestos Website (asbestos and other practical guidance for home	in as 00s. natio	bestos. Asl Asbestos c on about as <u>ld.gov.au</u>)	besto or AC sbest	os M may tos			

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—		
Rates	winchever of the following applies—		
	The total amount payable* for all rates stated in the most recent rate notice is	• • •	ount) for the property as
	Amount: 548.80	Date Range: 1/07/25-30/09/2	5
	OR		
	The property is currently a rates exemp	t lot.**	
	OR		
	The property is not rates exempt but no is issued by a local government for the	•	

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

Water	Whichever of the following applies—	
	The total amount payable as charges for recent water services notice* is:	r water services for the property as indicated in the most
	Amount: 312.41	Date Range: 29/03/25-26/06/25
OR		
	e issued for the lot; however, an estimate of the total	
	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.

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

Part 6 - Community titles schemes and BUGTA schemes

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

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

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

The property is included in a community titles scheme.

and Community Management Act 1997	(If Yes, complete the information below)				
Community Management Statement	A copy of the most recent community management statement for the scheme as recorded under the <i>Land Title Act 1994</i> or another Act is given to the buyer.	V	Yes		
	Note —If the property is part of a community titles scheme, the community statement for the scheme contains important information about the rowners of lots in the scheme including matters such as lot entitlement use areas.	ights	and obliga	ation	
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
	If No — 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				
	why the reasons under section 6 of the Property Law Regulation 2024 why the seller has not been able to obtain a copy of the body corporate certificate for the lot.				
Statutory Warranties	Statutory Warranties —If you enter into a contract, you will have implie <i>Body Corporate</i> and <i>Community Management Act 1997</i> relating to mat patent defects in common property or body corporate assets; any actifinancial liabilities that are not part of the normal operating costs; and relation to the affairs of the body corporate that will materially prejudit property. There will be further disclosure about warranties in the cont	ters ual, o d any ice y	such as lat expected o y circumsta	ent or r con inces	or tingent s in
		_			
Building Units and Group Titles Act 1980	The property is included in a BUGTA scheme (If Yes, complete the information below)		Yes	V	No
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
	If No — 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 Property Law Regulation 2024 why the seller has not been able to obtain a copy of the body corporate certificate for the lot.				
	Note —If the property is part of a BUGTA scheme, you will be subject to body corporate and other by-laws that regulate your use of the proper	-			

✓ Yes

□ No

Body Corporate

Signatures – SELLER Messon Signature of seller Signature of seller Emily Cansdale Trent Gibson Name of seller Name of seller 28-08-2025 29-08-2025 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

Date

Name of buyer

Date

Office of the Commissioner for Body Corporate and Community Management

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.

FIRST/NEW COMMUNITY MANAGEMENT STATEMENT

CMS Version 3 Page 1 of 13

Body Corporate and Community Management Act 1997

THIS STATEMENT MUST BE LODGED TOGETHER WITH A FORM 14 GENERAL REQUEST AND IN THE CASE OF A NEW STATEMENT MUST BE LODGED WITHIN THREE (3) MONTHS OF THE DATE OF CONSENT BY THE BODY CORPORATE

> Office use only CMS LABEL NUMBER

This statement incorporates and must include the following:

Schedule A - Schedule of lot entitlements

Schedule B - Explanation of development of scheme land

Schedule C - By-laws

Schedule D - Any other details

Schedule E - Allocation of exclusive use areas

1.	Name	of	community	titles	scheme
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Brockman Place Community Titles Scheme

2. Regulation module

Small Schemes Module

3. Name of body corporate

Body Corporate for Brockman Place Community Titles Scheme

Scheme land

Lot on Plan Description Common Property of Brockman Place Community Titles Scheme Lots 1 to 3 on SP 278110

County Stanley Parish Kedron Title Reference 12109223

Name and address of original owner

Trent Michael Gibson and Emily Jane Cansdale

187 Stafford Road

KEDRON QLD 4031

6. Reference to plan lodged with this statement

SP 278110

first community management statement only

•	LUCAI	Government	community	management	statement	notation

MAK AIN JOOLE - TEXM

EXPREJS SERVICESname and designation

Brisbane City Council......name of Local Government

Execution by original owner/Consent of body corporate

28,6,15 **Execution Date**

28,6,15 **Execution Date**

TRENT MICHAEL GIBSON

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

Privacy Statement

Collection of this information is authorised by the Body Corporate and Community Management Act 1997 and is used to maintain the publicly searchable registers in the land registry. For more information about privacy in NR&W see the Department's website.

SCHEDULE A	SCHEDULE OF LOT ENTITLEMENTS
OUILDOLL A	OCHEDOLE OF LOT FIAITIFFIAILIATION

Lot on Plan	Contribution	Interest
Lot 1 on SP278110	1	1
Lot 2 on SP 278110	1	1
Lot 3 on SP 278110	1	1
TOTALS	3	3

CALCULATION OF CONTRIBUTION SCHEDULE LOT ENTITLEMENTS

The contribution scheme lot entitlements for the scheme have been decided in accordance with the equality principle under section 46A of the Body Corporate and Community Management Act 1997.

le contribution schedule lot entitlements for all lots in the scheme are equal.

CALCULATION OF INTEREST SCHEDULE LOT ENTITLEMENTS

The interest schedule lot entitlements reflect the respective market values of the lots in the scheme.

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

The scheme is a basic scheme and will not be further developed.

SCHEDULE C BY-LAWS

1. Interpreting these By-Laws

1.1 Definitions

- (1) Certain words are used throughout these by-laws. Unless the context requires otherwise:
 - (a) Act means the Body Corporate and Community Management Act 1997;
 - (b) lot means a Lot in the Scheme;
 - (c) **owner** means the owner of a lot;
 - (d) Regulation Module means the regulation module which applies to the Scheme; and
 - (e) **utility** means electricity, gas, water, cable TV and the like.
- (2) Other terms which are defined in the Act, such as "Body Corporate", "Committee", "Common Property", "Community Titles Scheme", "Occupier", "Original Owner" and "Scheme Land" have the meaning given to them in the Act.

1.2 Interpretation

These general rules of interpretation apply in these by-laws:

- (1) Reference to:
 - (a) the singular includes the plural and the plural includes the singular;
 - (b) one gender includes each other gender;
 - (c) a person includes a company; and
 - (d) an item or thing includes any part of it.
- (2) References to statutes include all statutes amending, consolidating or replacing them.
- (3) Headings are for guidance only and do not affect the interpretation of these by-laws.
- (4) Reference to a particular section in a statute includes amending or replacing provisions irrespective of the section number.

1.3 Act

These by-laws must be read in conjunction with owners and occupiers' obligations under the Act and the Regulation Module, for example:

(1) Act

s.163	Power to enter lot
s.165	Interference with easements of support or shelter
s.166	Interference with utility services
s.167	Nuisances
ss.182-188	By-law contraventions

(2) Regulation Module

s.104	Condition of lot – obligations of owners and occupiers
s.105	Body Corporate may carry out work required of owners and occupiers
ss.107-109	Exclusive use by-laws
s.117	Improvements affecting insurance premium
s.122	Use affecting insurance premium.

1.4 Application of by-laws

The owner or occupier of a lot is responsible for ensuring that any person the owner or occupier invites onto the scheme land (for example, children, visitors, contractors, tenants, licensees) complies with these by-laws.

2. Use and Maintenance of Lots

2.1 Use of Lots

Lots may only be used for residential purposes.

2.2 Maintenance/replacement of improvements

The owner of a lot must maintain all improvements on the lot (including landscaping) in good condition and, where necessary, renew or replace worn or damaged improvements with materials of the same type and appearance. The owner must comply with Part 3 in carrying out any work under this by-law.

2.3 Maintenance of lots

The occupier of a lot must:

- (1) keep the interior of the lot in a clean condition;
- (2) take all practical steps to prevent infestation by vermin and insects;
- (3) turn off all water taps in the lot after use;
- (4) not deposit rubbish or other unsuitable material in toilets, sinks, drains or other water apparatus or otherwise use them for any inappropriate purpose;
- (5) not use plumbing, gas and electrical equipment for any purpose other than which they were designed;
- (6) keep windows clean; and
- (7) except where it is the responsibility of the Body Corporate under the Regulation Module, replace all cracked or broken glass with new glass of the same type and appearance.

2.4 Nuisance

Without limiting s.167 of the Act:

- no noxious or offensive trade or activity may be carried on the scheme land;
- (2) televisions, radios and musical instruments must be reasonably controlled so they do not cause annoyance to other occupiers;
- (3) machinery, tools or other things which emit loud noises or noxious odours or which may interfere with television or radio reception may not be used on the scheme land; and
- (4) people entering or leaving lots after 11:00pm must do so quietly.

2.5 Security

The occupier of a lot must:

- (1) lock or securely fasten all doors and windows in the lot whenever the lot is not occupied; and
- (2) after entry or exit, close and lock any door, gate, roller door or other means of entry to the scheme land or the scheme building which is intended to prevent unauthorised access to the scheme land or building.

2.6 Hazardous substances

Occupiers must not:

- (1) store or use any hazardous or flammable substance on the scheme land (except normal quantities of usual household substances or fuel in the tank of a vehicle permitted to be on the scheme land); or
- (2) bring anything onto the scheme land which may increase the cost of insurance or breach any fire safety laws.

2.7 Garbage disposal

- (1) Garbage must be disposed of in the way provided by the Body Corporate. Occupiers must comply with all local authority laws about the disposal of garbage and must ensure the health and comfort of other occupiers is not adversely affected by the occupier's disposal of garbage.
- (2) An occupier of a lot must not throw or allow any paper, rubbish, cigarette butts or other refuse to fall out of any window, door or balcony of a lot.

2.8 Hanging things from lots

The occupier of a lot must not:

- (1) hang washing, towels, clothing or other articles so they are visible from outside the lot; or
- (2) display any sign, banner or advertisement on any part of the lot or scheme land so it is visible from outside the lot. However a letting agent authorised by the Body Corporate may display reasonable signage as long as it does not detract from the general amenity of the scheme land.

2.9 Auctions

Auction sales must not be conducted on the scheme land without the prior written consent of the committee.

2.10 Pets

- (1) Subject to s.181 of the Act and this by-law, the occupier of a lot must not keep or bring any animal on the scheme land. An owner or occupier may keep 1 dog or cat only in a lot as long as:
 - (a) the occupier provides details of the type and size of the animal to the Body Corporate and obtains the prior written consent of the Body Corporate to keep the animal;
 - (b) the animal is a domesticated pet; and
 - (c) the animal does not disturb others.
- (2) The onus on proving that an animal complies with this by-law is on the occupier. A person may not allow an animal permitted by this by-law onto the common property unless he or she is carrying the animal.

3. Changes to lots

3.1 Structural matters

An owner or occupier of a lot must not:

- (1) make any structural alterations to the lot (including any alteration to gas, water, or electrical installations or installation of any air conditioning system); or
- (2) do anything which might affect the structural integrity of the scheme building;

without the prior written consent of the committee. The owner or occupier must also obtain any other approval required by law.

3.2 Changes to external appearance

An owner or occupier of a lot may not do anything to change the external appearance of a lot without the prior written consent of the committee. For example, this means an owner or occupier must not:

- (1) enclose the balcony of a lot;
- (2) place or construct any improvement on the lot which can be seen from outside the lot;
- (3) affix any antenna or aerial to the lot;
- (4) affix shutters, awnings, tinting or security screens on any door or window:
- (5) hang any curtains in the lot, except curtains with a white backing; or
- (6) alter any landscaping or garden.

3.3 Security screens

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

3.4 Consent to alterations

The following procedure applies to an application for consent under Part 3:

- (1) the owner must submit a written request together with plans and specifications to the committee;
- (2) the committee may submit the plans to an architect, engineer or other consultant nominated by it;
- (3) the committee may impose conditions on the approval of the plans and specifications; and
- (4) all fees and costs incurred by the committee must be paid by the owner.

4. Use of Common Property

4.1 Prohibited activities

An owner or occupier of a lot or other person on the scheme land must not:

- (1) obstruct the lawful use of the common property by any person;
- (2) damage or misuse any structure on the common property;
- (3) create a nuisance whilst on the common property;
- (4) damage any lawn, garden or plant on the common property;
- (5) install equipment of any type on the common property;
- (6) leave any rubbish, other than in receptacles provided by the Body Corporate for that purpose, or store any equipment or material on the common property.

4.2 Driving and parking of vehicles

- (1) Heavy vehicles (over 2 tonnes tare) may not be brought onto the common property.
- (2) Vehicles may not be parked on the scheme land except:
 - (a) on areas designated by the Body Corporate as "visitor parking areas"; and
 - (b) in car spaces allocated to the lots.
- (3) A vehicle may only be driven on the scheme land by a licensed driver and only if the vehicle may be lawfully driven on a public road.
- (4) All drivers must comply with traffic signs.
- (5) Caravans, camper vans, mobile homes, boats, trailers or bicycles may not be parked on the scheme land.
- (6) Areas designated by the Body Corporate as car wash bays may only be used for washing cars. Car washing must be done promptly and all rubbish removed from the designated area.

4.3 Notice of accidents

An occupier who becomes aware of any accident, defect or dangerous situation on the common property must promptly give reasonable details to the property manager or the committee.

4.4 Restricted access areas

The Body Corporate may secure (and restrict access to) parts of the common property reasonably required for:

- (1) utility infrastructure and other services (for example electrical sub-stations, telephone exchanges); and
- (2) storage of equipment for use in the management and administration of the scheme land.

5. Non-Payment of Body Corporate Levies

5.1 Recovery costs

An owner must pay the Body Corporate on demand all costs and expenses incurred by the Body Corporate in recovering levies or other monies payable by the owner under the Act or these by-laws. These costs include, for example, lawyers' fees (including GST) incurred in connection with any proceedings against the owner.

5.2 Recovery

The costs in by-law 5.1:

- (1) may be entered against the owner's levy account;
- (2) are deemed to be a liquidated debt recoverable from the owner in any court of competent jurisdiction.

Rights of Original Owner

6.1 Construction and marketing rights

Nothings in these by-laws prevents the original owner from:

- (1) passing over the common property (with other people authorised by it and with vehicles and machinery);
- (2) carrying out construction work on the scheme land as necessary to complete the development of the scheme land (including digging the scheme land, interfering with utility infrastructure so long as any damage or interruption is made good by the original owner as soon as reasonably practicable);
- (3) using any lot for display purposes; and
- (4) placing a reasonable number of signs or advertising or display material on or about the scheme land for the sale or letting of lots in the scheme.

7. Exclusive Use By-Law – Car parking

7.1 Identification of exclusive use areas

The owner or occupier of each lot in Column A of Schedule E has the exclusive use and enjoyment of the area identified in Column B of Schedule E as indicated on the **attached** sketch plan marked "Exclusive Use Areas".

7.2 Permitted use of exclusive use areas

An exclusive use area may only be used for the purpose specified in Column C of Schedule E.

7.3 Rules about use of car spaces

An owner or occupier who has the exclusive use of a car space under this by-law:

(1) may only use the car space for parking a motor vehicle which is in a roadworthy condition;

- (2) must not litter or deposit rubbish on the car space;
- (3) must not store any hazardous substance in the car space;
- (4) must not use the car space in a way which may create a nuisance to any other person on the scheme land; and
- (5) may not use car spaces for the parking of caravans, camper vans, mobile homes, boats or trailers.

7.4 Vehicles

- (1) The occupier of a lot must not, without the body corporate's written approval:
 - (a) park a vehicle, or allow a vehicle to stand, on the common property; or
 - (b) permit an invitee to park a vehicle, or allow a vehicle to stand, on the common property, except for the designated visitor parking which must remain available at all times for the sole use of visitors' vehicles.
- (2) An approval under clause 7.4(1) must state the period for which it is given, with the exception of designated visitor parking.
- (3) However, the body corporate may cancel the approval by giving 7 days written notice to the occupier, with the exception of designated visitor parking.

8. Bulk Supply of Utilities

- 8.1 The Body Corporate may, at its election, supply or engage another person to supply utilities to owners or occupiers in the scheme and in that case the following will apply:
 - (1) The Body Corporate may enter into a contract for the purchase of reticulated utilities on the most economical basis, for the whole of the scheme from the relevant authority and may sell reticulated utility to each owner or occupier in the scheme, provided, in respect of electricity supply, the Body Corporate's charge must not exceed the lowest available tariff to the owner or occupier for supply of the electricity direct from the relevant electricity authority.
 - (2) Each owner or occupier must purchase and use all the utilities consumed in the owner's or occupier's lot direct from the Body Corporate and must not purchase a utility from another source.
 - (3) The Body Corporate is not required to supply to any owner or occupier, utility requirements beyond those requirements which the relevant authority could supply at any particular time.
 - (4) The Body Corporate may charge for the services, including for the installation of, and the cost associated with utility infrastructure for the services but only to the extent necessary for reimbursing the Body Corporate for supplying the services.
 - (5) The Body Corporate may render accounts to each owner or occupier and such accounts are payable to the Body Corporate within 14 days of the delivery of such accounts.
 - (6) In respect of an account which has been rendered pursuant to these by-laws, the owner or occupier is liable, jointly and severally, with any other person who was liable to pay that electricity account when that owner or occupier became the owner or occupier of that lot.

- (7) If a proper account for the supply of a reticulated utility is not paid by its due date for payment, then the Body Corporate is entitled to:
 - (a) recover the amount of the unpaid account or accounts, whether or not a formal demand has been made, as a liquidated debt due to it in any court of competent jurisdiction; and/or
 - (b) disconnect the supply of the reticulated utility to the relevant lot;
- (8) the Body Corporate is not, under any circumstances whatsoever, responsible or liable for any failure of the supply of utility due to breakdowns, repairs, maintenance, strikes, accidents or causes of any class or description; and
- (9) the Body Corporate may from time to time, determine a security deposit to be paid by each owner or occupier who is connected to the supply of the reticulated utility as a guarantee against non-payment of accounts for the supply of the reticulated utility.

HEDULE D

OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

LOTS AFFECTED BY STATUTORY EASEMENTS

Statutory Easement	Lots affected
Easements for lateral or subjacent support (Land Title Act 1994, s.115N)	Lots 1 to 3 and common property
Easements for utility services and utility infrastructure (<i>Land Title Act 1994</i> , ss.1150O and 115P)	Lots 1 to 3 and common property
Easements for shelter (Land Title Act 1994, s.115R)	Lots 1 to 3 and common property

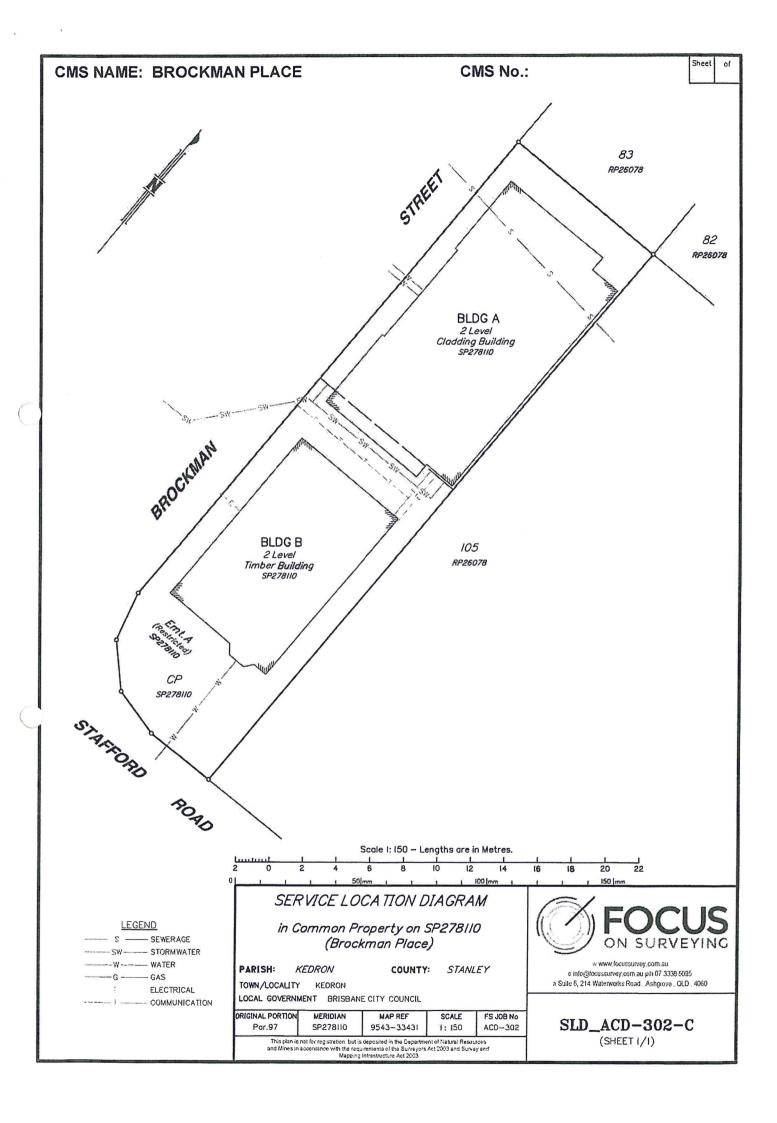
SERVICES LOCATION DIAGRAM

Service Location Diagram forms Annexure A.

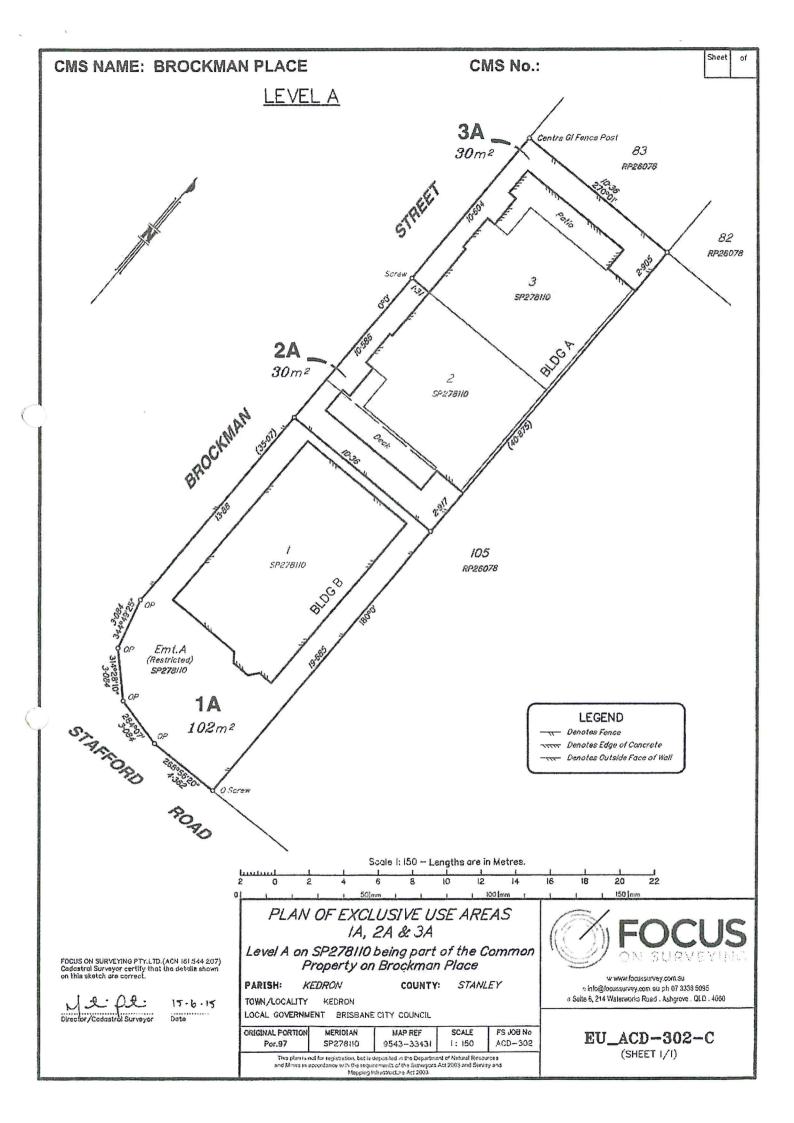
SCHEDULE E DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY

"A"	"B"	"C"
Lot on Plan	Exclusive Use Area (as shown on Annexure B Exclusive Use Plans)	Purpose
Lot 1 on SP278110	1A	Courtyard
Lot 2 on SP 278110	2A	Courtyard
Lot 3 on SP 278110	ЗА	Courtyard

Annexure A Service Location Diagram



Annexure B Exclusive Use Plans





Community Titles Scheme Search

Queensland Titles Registry Pty Ltd ABN 23 648 568 101

Search Date: 01/08/2025 14:55

Request No: 52825047

SCHEME NAME

BROCKMAN PLACE COMMUNITY TITLES SCHEME 47509

BODY CORPORATE ADDRESS

PO BOX 743 MORNINGSIDE QLD 4170

COMMUNITY MANAGEMENT STATEMENT No: 47509

Title	Lot	Plan		Title	Lot	Plan	
51001265	CP	SP	278110	51001266	1	SP	278110
51001267	2	SP	278110	51001268	3	SP	278110

COMMUNITY MANAGEMENT STATEMENT Dealing No: 716629268

^{**} End of Community Titles Scheme Search **

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 01/08/2025

Becoming an owner

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

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

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

How to get more information

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

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

Contacting the body corporate

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

Name and number of the community titles scheme

Brockman Place CTS No. 47509

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: Ashleigh Robinson Company: BCsystems

Phone: 07 3899 0299 Email: info@bcsystems.com.au

Accessing records

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

The body corporate manager named above.

Property and community titles scheme details

Lot and plan details

Lot number: 3

Plan type and number: SP278110

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:

Small

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:

listed in the Community Management Statement

Lot entitlements and financial information

Lot entitlements

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

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

Contribution schedule

Contribution schedule lot entitlement for the lot: 1.00

Total contribution schedule lot entitlements for all lots: 3.00

Interest schedule

Interest schedule lot entitlement for the lot: 1.00

Total interest schedule lot entitlements for all lots: 3.00

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 3 for the current financial year: \$ \$2,000.00

Number of instalments: 4 (outlined below)

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

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

Due date	Amount due	Amount due if discount applied	Paid
01/08/24	400.00	400.00	28/06/24
01/11/24	400.00	400.00	30/10/24
01/03/25	600.00	600.00	26/02/25
01/05/25	600.00	600.00	29/04/25
01/08/25	600.00	600.00	30/07/25
01/11/25	600.00	600.00	

Amount overdue

Nil

Amount Unpaid including amounts billed not yet due

\$0.00

Sinking fund contributions

Total amount of contributions (before any discount) for lot 3 for the current financial year: \$ \$1,200.00

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

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

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

Due date	Amount due	Amount due if discount applied	Paid
01/08/24	400.00	400.00	28/06/24
01/11/24	400.00	400.00	30/10/24
01/03/25	200.00	200.00	26/02/25
01/05/25	200.00	200.00	29/04/25
01/08/25	200.00	200.00	30/07/25
01/11/25	200.00	200.00	

Amount overdue \$0.00

Amount Unpaid including amounts billed not yet due \$0.00

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): %

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

Due date Amount due Amount due if discount applied Paid

Amount overdue

Amount Unpaid including amounts billed not yet due \$0.00

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): %

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

Due date Amount due Amount due if discount applied Paid

Nil

Amount overdue

Nil

Amount Unpaid including amounts billed not yet due

Nil

Other amounts payable by the lot owner

Purpose Fund Amount Due date Amount

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.gld.gov.au/buyingbodycorporate.

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

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

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

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

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

Current sinking fund balance (as at date of certificate): \$ 29,334.73

Improvements to common property the lot owner is responsible for

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

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

Body corporate assets

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

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

Description Type Acquisition Supplier Original Cost Cost To Date Market Value

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 DU	JE DATE	EXCESS
BUILDING Suncorp	HPS028099345	1,396,200.00	4,376.62		\$500.00 standard \$200 water damage \$500 theft or burglary, malicious acts
PUBLIC LIABILITY Suncorp	HPS028099345	20,000,000.00	:		\$500.00 standard \$200 water damage \$500 theft or burglary, malicious acts

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.gld.gov.au/buvingbodycorporate

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 BCsystems

Positions/s held Body Corporate Manager

Date 01/08/2025

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



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

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

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

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

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

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

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

The following information is provided by the Queensland Government:

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

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

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

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

The owner must:

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

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

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

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

How to identify a specific obligation

Improvements to common property include both:

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

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

Common examples of improvements:

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

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

Historical improvements

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

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

Improvement as a 'removal' of something

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

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

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

Further right to information

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

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

Brockman Place CTS 47509

BALANCE SHEET

AS AT 31 JULY 2025

	ACTU 31/07/2		TUAL 07/2024
OWNERS FUNDS			
Administrative Fund	(1,7	77.28)	(911.18)
Sinking Fund	•	34.73	25,124.73
TOTAL	\$ 26,9	57.45	\$ 24,213.55
THESE FUNDS ARE REPRESENTED BY			
CURRENT ASSETS			
Cash At Bank	14,3	357.45	25,013.55
B O Q Stratacash A/C 1	15,0	00.00	0.00
TOTAL ASSETS	29,3	57.45	25,013.55
LIABILITIES			
Levies In Advance	2,4	00.00	800.00
TOTAL LIABILITIES	2,4	100.00	800.00
NET ASSETS	\$ 26,9	57.45	\$ 24,213.55

Brockman Place CTS 47509

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 AUGUST 2024 TO 31 JULY 2025

	ACTUAL 01/08/24-31/07/25	BUDGET 01/08/24-31/07/25	VARIANCE %	ACTUAL 01/08/23-31/07/24
ADMINISTRATIVE FUND				
INCOME				
Administrative Fund Levy	6,000.00	6,000.00	100.00	4,320.00
Sundry	0.00	0.00	0.00	(1,191.26)
Interest On Overdue Levies	10.00	0.00		9.00
TOTAL ADMIN. FUND INCOME	6,010.00	6,000.00		3,137.74
EXPENDITURE - ADMIN. FUND				
AUDIT & TAXATION COSTS				
Income Tax Return	220.00	200.00	110.00	154.00
BANK & FINANCIAL CHARGES				
Stratapay Transaction Fee	8.90	10.00	89.00	7.20
UTILITIES				
Cold Water - Common -No Gst	0.00	10.00	0.00	4.20
INSURANCE				
Insurance Premium	4,015.25	3,222.73	124.59	3,222.73
Insurance Stamp Duty - No Gst	361.37	290.05	124.59	290.05
PROFESSIONAL ADVICE/FEES				
Advice - Strata Additional	299.10	50.00	598.20	220.00
Advice - Maintenance	77.00	0.00		0.00
LICENCES & PERMITS FEE				
Software & Records Storage	68.81	60.00	114.68	53.40
Other Council Doc - No Gst	0.00	50.00	0.00	42.13
PEST CONTROL				
Pest Control Treatment	0.00	300.00	0.00	0.00
Annual Termite Inspection	0.00	0.00	0.00	250.00
PLUMBING				
Plumbing General	4.35	0.00		0.00
GARDENS/GROUNDS				
R&M - Grounds General	400.00	840.00	47.62	370.00
R&M - Fencing	550.00	0.00		0.00
BODY CORPORATE MANAGEMENT				
Fixed Price -Management Time	668.88	833.05	80.29	792.00
Fixed Price - Disbursements	156.24	0.00		0.00
Variable Disbursements	46.20	0.00		0.00
GST	0.070.40	F 00F 00		- 40 4
TOTAL ADMIN. EXPENDITURE	6,876.10	5,865.83		5,405.71
SURPLUS / DEFICIT	\$ (866.10)	\$ 134.17		\$ (2,267.97)
Opening Admin. Balance	(911.18)	(911.18)	100.00	1,356.79
ADMINISTRATIVE FUND BALANCE	\$ (1,777.28)	\$ (777 <u>.</u> 01)		\$ (911.18)

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 AUGUST 2024 TO 31 JULY 2025

	ACTUAL	BUDGET	VARIANCE	ACTUAL
	01/08/24-31/07/25	01/08/24-31/07/25	%	01/08/23-31/07/24
SINKING FUND				
INCOME				
Sinking Fund Levies	3,600.00	3,600.00	100.00	3,978.00
INTEREST				
Interest On Overdue Levies	10.00	0.00		8.30
TOTAL SINKING FUND INCOME	3,610.00	3,600.00		3,986.30
EXPENDITURE - SINKING FUND				
GST				
TOTAL SINK. FUND EXPENDITURE	0.00	0.00		0.00
SURPLUS / DEFICIT	\$ 3,610.00	\$ 3,600.00		\$ 3,986.30
Opening Sinking Fund Balance	25,124.73	25,124.73	100.00	21,138.43
SINKING FUND BALANCE	\$ 28,734.73	\$ 28,724.73		<u>\$ 25,124.73</u>



Disclosure Statement

Body Corporate and Community Management Act 1997 Section 206

Body Corporate:	Body Corporate For: BROCKMAN PLACE Community Title Scheme: 47509 Lot No: 3 on SP278110					09		
		BROCKMAN STREET, K	EDDON		1∩21			
Secretary of Body Corporate:	Name: TREN Postal Addre Email: info@l		IINGSID	E QLD				
Manager:	Address: 106	/621 WYNNUM ROAD, N	/ORNIN	GSIDE	E QLD 4170			
	Telephone: 3	3899 0299						
Body Corporate Committee:	Is there a cor	mmittee for the Body Co	orporate	?		∑ Yes	☐ No	
		ommittee, is the body c perform the functions of	· ·		~	Yes	⊠ No	
Annual Contributions and Levies:	Current Fina	ncial Year End: 31/07/2	2025	Cu	ırrent Levy Y	ear Issuec	l: 31/07/2025	
	If the "Current Financial Year" and the "Current Levy Year Issued" differ then the levies quoted in this disclosure statement are for the Current Levy Year Issued . Full year levies will be issued at the scheme's next AGM, within three months of EFY. This document will remain current until that AGM is held, and new yearly levies are issued.							
	Administrative Fund Payable by This Lot:							
	Period Issued:	01/08/2024 - 31/10/2024	Due D	ate:	1/08/2024	Payable:	\$400.00	
	Period Issued:	01/11/2024 - 31/01/2025	Due D	ate:	1/11/2024	Payable:	\$400.00	
	Period Issued:	01/02/2025 - 30/04/2025	Due D	ate:	1/02/2025	Payable:	\$600.00	
	Period Issued:	01/05/2025 - 31/07/2025	Due D	ate:	1/05/2025	Payable:	\$600.00	
	DISCOUNT PA	AID BY DUE DATE:	NIL	GRO	OSS LEVY PA	YABLE:	\$2,000.00	
	Sinking Fund	d Payable by This Lot:						
	Period Issued:	01/08/2024 - 31/10/2024	Due D	ate:	1/08/2024	Payable:	\$400.00	
	Period Issued:	01/11/2024 - 31/01/2025	Due D	ate:	1/11/2024	Payable:	\$400.00	
	Period Issued:	01/02/2025 - 30/04/2025	Due D	ate:	1/02/2025	Payable:	\$200.00	
	Period Issued:	01/05/2025 - 31/07/2025	Due D	ate:	1/05/2025	Payable:	\$200.00	
	DISCOUNT PA	AID BY DUE DATE:	NIL	GRO	OSS LEVY PA	YABLE:	\$1,200.00	
	Other:							
		xt periods starting 1/08/ dministrative Fund \$6 0					the last AGM	
Schedule of Lot	- Contribution	Schedule Lot Entitleme	ent:	1	Aggre	gate: 3		
Entitlements:	Interest Sche	edule Lot Entitlements:		1	Aggre	gate: 3		

Improvements on Common Property for Which Buyer Will Be Responsible:	NOTHING SIGHTEE	O IN RECORDS PROVIDED	
Body Corporate Assets Required To Be Recorded:	NOTHING SIGHTEI	D IN RECORDS PROVIDED	
Information Prescribed under Regulation Module:	SMALL SCHEMES I	MODULE - NIL	
Financial Statement Balances		nd: \$-1,010.33 as at 22/07/2 734.37 as at 22/07/2025	025
Insurance	Insurer: Policy No: Building: Public Liability: Other:	SUNCORP HPS028099345 \$1,466,000 \$20,000,000 NIL NOTED. POLICY E	XPIRES 21/06/2026
Signing:	-		
	Seller / Sellers Age	nt	Witness – not required if signed electronically
	Date		
Buyer's Acknowledgement:	The Buyer acknowle	edges having received and	I read this statement from the Seller
	Buyer / Buyers Age	ent	Witness – not required if signed electronically
	Date		

BROCKMAN PLACE CTS 47509

1 Brockman Street Kedron QLD 4031

Ledger Report

22 July 2025

Name: Trei	nt Gibson & Emily (Cansdale	Account Number:	02100003	
			Lot Number:	3	
			Unit Number:	3	
			StrataPay Number:		
Date	Description	Fund	Reference	Amount	Balance
	Brought Forward			690.00	690.00
18/08/23	Admin Fund	Admin Fund	R0000033	-360.00	330.00
18/08/23	Sinking Fund	Sinking Fund	RA000033	-330.00	0.00
31/10/23	01/11/23 to 31/01/24	Admin Fund	10000081	360.00	360.00
31/10/23	01/11/23 to 31/01/24	Sinking Fund	10000084	332.00	692.00
06/11/23	Admin Fund	Admin Fund	R0000035	-360.00	332.00
06/11/23	Sinking Fund	Sinking Fund	RA000035	-332.00	0.00
12/02/24	01/02/24 to 30/04/24	Admin Fund	10000087	360.00	360.00
12/02/24	01/02/24 to 30/04/24	Sinking Fund	10000090	332.00	692.00
08/03/24	Admin Fund	Admin Fund	R0000039	-360.00	332.00
08/03/24	Sinking Fund	Sinking Fund	RA000039	-332.00	0.00
21/03/24	01/05/24 to 31/07/24	Admin Fund	10000093	360.00	360.00
21/03/24	01/05/24 to 31/07/24	Sinking Fund	10000096	332.00	692.00
31/05/24	Interest to 31/05/24	Overdue Interest	J0000748	17.30	709.30
07/06/24	Arrears Notice Fee	Other	M000001	25.30	734.60
10/06/24	Admin Fund	Admin Fund	R0000042	-360.00	374.60
10/06/24	Sinking Fund	Sinking Fund	RA000042	-332.00	42.60
10/06/24	Overdue Interest	Overdue Interest	RB000042	-9.00	33.60
10/06/24	Overdue Interest	Overdue Interest	RC000042	-8.30	25.30
10/06/24	Other	Other	RD000042	-25.30	0.00
21/06/24	01/08/24 to 31/10/24	Admin Fund	10000099	400.00	400.00
21/06/24	01/08/24 to 31/10/24	Sinking Fund	10000102	400.00	800.00
28/06/24	Admin Fund	Admin Fund	R0000043	-400.00	400.00
28/06/24	Sinking Fund	Sinking Fund	RA000043	-400.00	0.00
20/09/24	01/11/24 to 31/01/25	Admin Fund	10000105	400.00	400.00
20/09/24	01/11/24 to 31/01/25	Sinking Fund	10000108	400.00	800.00
30/10/24	Admin Fund	Admin Fund	R0000046	-400.00	400.00
30/10/24	Sinking Fund	Sinking Fund	RA000046	-400.00	0.00
31/01/25	01/02/25 to 30/04/25	Admin Fund	10000111	600.00	600.00
31/01/25	01/02/25 to 30/04/25	Sinking Fund	10000114	200.00	800.00
26/02/25	Admin Fund	Admin Fund	R0000051	-600.00	200.00
26/02/25	Sinking Fund	Sinking Fund	RA000051	-200.00	0.00
20/03/25	01/05/25 to 31/07/25	Admin Fund	10000117	600.00	600.00
20/03/25	01/05/25 to 31/07/25	Sinking Fund	10000120	200.00	800.00
29/04/25	Admin Fund	Admin Fund	R0000053	-600.00	200.00
29/04/25	Sinking Fund	Sinking Fund	RA000053	-200.00	0.00
20/06/25	01/08/25 to 31/10/25	Admin Fund	10000123	600.00	600.00
20/06/25	01/08/25 to 31/10/25	Sinking Fund	10000126	200.00	800.00

BALANCE SHEET

AS AT 22 JULY 2025

	ACTUAL 22/07/2025	ACTUAL 31/07/2024
OWNERS FUNDS		
Administrative Fund	(1,010.03)	(911.18)
Sinking Fund	28,734.73	25,124.73
TOTAL	\$ 27,724.70	\$ 24,213.55
THESE FUNDS ARE REPRESENTED BY		
CURRENT ASSETS		
Cash At Bank	13,524.70	25,013.55
B O Q Stratacash A/C 1	15,000.00	0.00
TOTAL ASSETS	28,524.70	25,013.55
LIABILITIES		
Levies In Advance	800.00	800.00
TOTAL LIABILITIES	800.00	800.00
NET ASSETS	\$ 27,724.70	\$ 24,213.55

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 AUGUST 2024 TO 22 JULY 2025

	ACTUAL 01/08/24-22/07/25	BUDGET 01/08/24-31/07/25	VARIANCE %	ACTUAL 01/08/23-31/07/24
ADMINISTRATIVE FUND				
INCOME Administrative Fund Levy	6,000.00	6,000.00	100.00	4,320.00
Sundry	0.00	0.00	0.00	(1,191.26)
Interest On Overdue Levies	10.00	0.00		9.00
TOTAL ADMIN. FUND INCOME	6,010.00	6,000.00		3,137.74
EXPENDITURE - ADMIN. FUND				
AUDIT & TAXATION COSTS				
Income Tax Return	220.00	200.00	110.00	154.00
BANK & FINANCIAL CHARGES				
Stratapay Transaction Fee	7.15	10.00	71.50	7.20
UTILITIES				
Cold Water - Common -No Gst	0.00	10.00	0.00	4.20
INSURANCE				
Insurance Premium	4,015.25	3,222.73	124.59	3,222.73
Insurance Stamp Duty - No Gst	361.37	290.05	124.59	290.05
PROFESSIONAL ADVICE/FEES				
Advice - Strata Additional	160.60	50.00	321.20	220.00
LICENCES & PERMITS FEE				
Software & Records Storage	68.81	60.00	114.68	53.40
Other Council Doc - No Gst	0.00	50.00	0.00	42.13
PEST CONTROL				
Pest Control Treatment	0.00	300.00	0.00	0.00
Annual Termite Inspection	0.00	0.00	0.00	250.00
PLUMBING				
Plumbing General	4.35	0.00		0.00
GARDENS/GROUNDS				
R&M - Grounds General	400.00	840.00	47.62	370.00
BODY CORPORATE MANAGEMENT				
Fixed Price -Management Time	668.88	833.05	80.29	792.00
Fixed Price - Disbursements	156.24	0.00		0.00
Variable Disbursements	46.20	0.00		0.00
GST				
TOTAL ADMIN. EXPENDITURE	6,108.85	5,865.83		5,405.71
SURPLUS / DEFICIT	\$ (98.85)	<u>\$ 134.17</u>		\$ (2,267.97)
Opening Admin. Balance	(911.18)	(911.18)	100.00	1,356.79
ADMINISTRATIVE FUND BALANCE	\$ (1,010.03)	<u>\$ (777.01)</u>		<u>\$ (911.18)</u>

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 AUGUST 2024 TO 22 JULY 2025

	ACTUAL 01/08/24-22/07/25	BUDGET 01/08/24-31/07/25	VARIANCE %	ACTUAL 01/08/23-31/07/24
SINKING FUND				
INCOME				
Sinking Fund Levies	3,600.00	3,600.00	100.00	3,978.00
INTEREST				
Interest On Overdue Levies	10.00	0.00		8.30
TOTAL SINKING FUND INCOME	3,610.00	3,600.00		3,986.30
EXPENDITURE - SINKING FUND				
<u>GST</u>				
TOTAL SINK. FUND EXPENDITURE	0.00	0.00		0.00
SURPLUS / DEFICIT	\$ 3,610.00	\$ 3,600.00		\$ 3,986.30
Opening Sinking Fund Balance	25,124.73	25,124.73	100.00	21,138.43
SINKING FUND BALANCE	\$ 28,734.73	\$ 28,724.73		\$ 25,124.73

CURRENT TITLE SEARCH QUEENSLAND TITLES REGISTRY PTY LTD

Request No: 52734640

Search Date: 25/07/2025 13:21 Title Reference: 51001268
Date Created: 21/08/2015

Previous Title: 12109223

REGISTERED OWNER

Dealing No: 716629281 15/07/2015

TRENT MICHAEL GIBSON

EMILY JANE CANSDALE JOINT TENANTS

ESTATE AND LAND

Estate in Fee Simple

LOT 3 SURVEY PLAN 278110

Local Government: BRISBANE CITY COMMUNITY MANAGEMENT STATEMENT 47509

EASEMENTS, ENCUMBRANCES AND INTERESTS

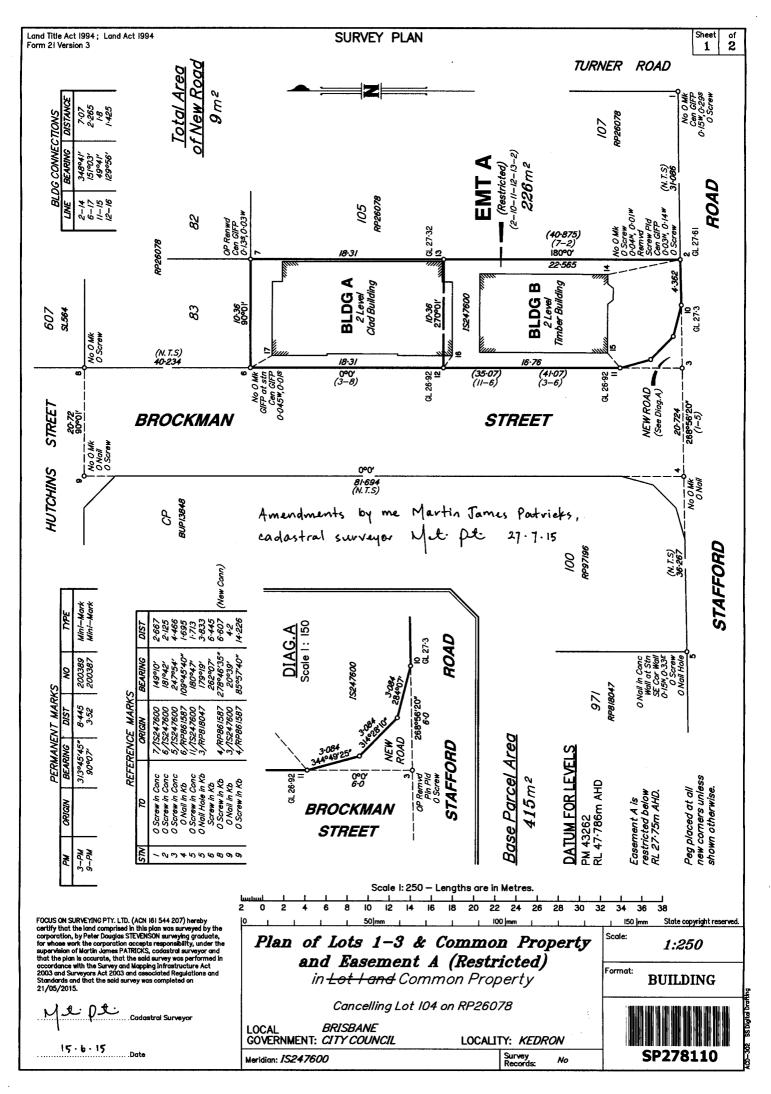
- 1. Rights and interests reserved to the Crown by Deed of Grant No. $10052071 \; (POR \; 97)$
- 2. MORTGAGE No 717052565 05/02/2016 at 10:49
 NATIONAL AUSTRALIA BANK LIMITED A.B.N. 12 004 044 937

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



716629281

BE 400 NT

\$624.70 15/07/2015 15:03 WARNING: Folded or Mutilated Plans will not be accepted.

Plans may be rolled.

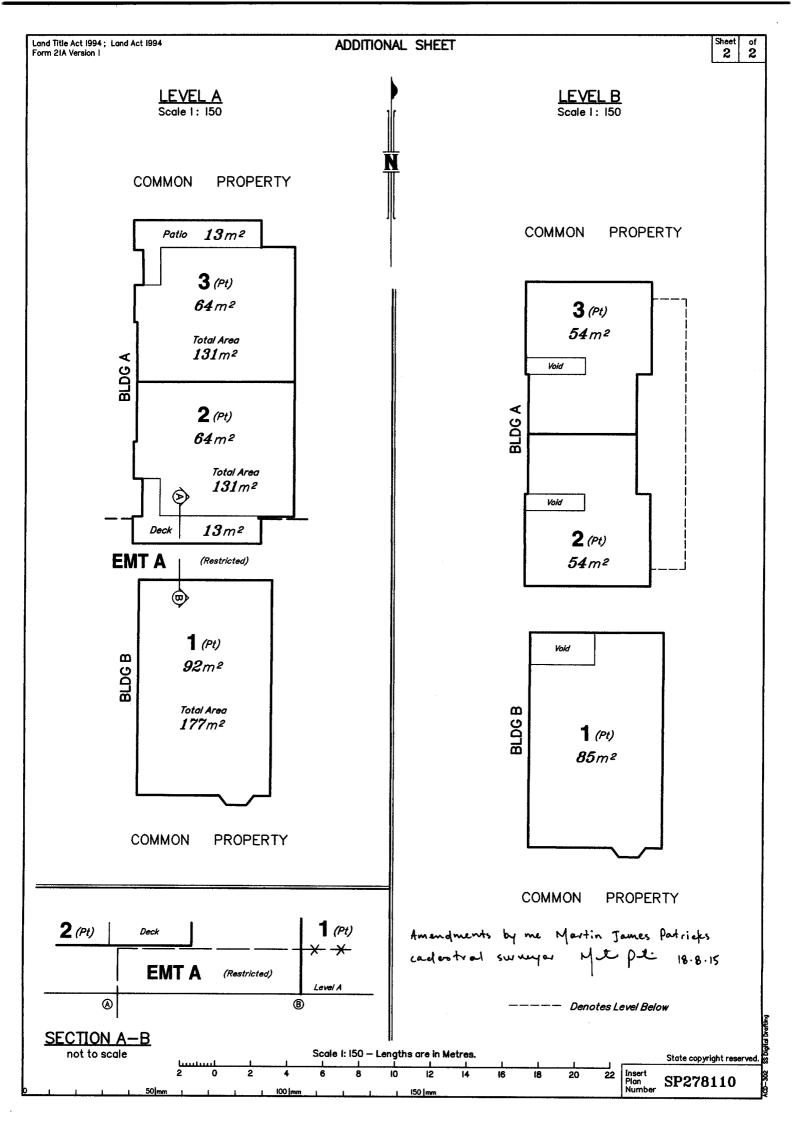
Information may not be placed in the outer margins.

5. Lodged by Paxton-

Paxton-Hall Lawyers

2240

		(Include address, phone number, reference, and Lodger Code)							
1. Certificate of Registered Owners or Lessees.		6. Existing			Created				
t/we TRENT MICHAEL GIBSON		Title Reference Description		New L	ots	Road	Secondary Interests		
	JOINT TENNANTS	12109223	Lot 104 d	on RP26078	l−3 &	CP	New Rd	Emt A	
(Names in full)			•	MORTO	GAGE ALL	OCATIO	DNS		
*as Registered Owners of this land agree to this plan an	d dedicate the Public Use	Mort	tgage	Lots Full	ly Encumbe	red Lo	ts Parti	ally Encumbered	
Land as shown hereon in accordance with Section 50 of t *ae Lessess of this land agree to this plan.	the Land Title Act 1994.	7148	35542		I-3	1-			
Signature of *Registered Owners *Leasees-									
Hanslale				·					
* Rule out whichever is inapplicable 2. Planning Body Approval. * BRISBANE CITY COUNCIL hereby approves this plan in accordance with the: % SUSTAINABLE PLANNING ACT 2009									
		:						al Date: 11-07-2014 Plans only.	
		1-3	& CP	Por.	07 16	certify that	:	of to determine, no part	
			ots	Orig	, 01	f the buildin	g shown or	this plan encroaches	
		7. Orig Gr					building o	oac; nown on thic plan — i ng [±] lote and read —	
Dated this day of	Jly 2015	8. Map Re		: -33431	Ċ	M.L. adastral Sui	rveyor/Dir		
Styre #)	9. Parish		ORON	13	s. Lodgem Survey De	posit	\$	
DELEGATE #		ю. County	10. County : STANLEY			Lodgement \$New Titles \$			
# Insert the name of the Planning Body. % I # Insert designation of signatory or delegation	nsert applicable approving legislation.	ıı. Passed	& Endor	rsed:		Photocop Postage	У	\$ \$	
3. Plans with Community Management Statement :	4.References:	By: 19.	S.1 Martin	James Patric	ks	TOTAL		\$	
CMS Number: 4.7509	Dept File :	Date:	~ዮ.` 5	6 · 15 -27	- Jan	1 1 /			
Name: BROCKMAN PLACE	Local Govt : Surveyor : ACD-302	Signed : Designa	- 1	Cadastral Surv]	i. Insert Plan Number	SP	278110	



CERTIFICATE OF COMPLETION



Date Generated: 29/08/2025 11:49:36 AM (AEST)

Document Details

Subject: SignAnything - 3/1 Brockman Street, Kedron, QLD, 4031

Document Pages: 47 Exchanged by: Not Applicable
Certificate Pages: 1 Exchange Date: Not Applicable

Status: Signed No. of Signatures: 2

Signature Logs

Signer: Emily Cansdale

Email Address: emcansdale@gmail.com

Status: Signed

IP Address: 49.182.144.30

Supervised By:

Email Sent Date: 28/08/2025 01:00:19 PM (AEST) Signed Date: 29/08/2025 11:49:31 AM (AEST)

Signature:

Signer: Trent Gibson

Email Address: trentgibbo@hotmail.com

Status: Signed

IP Address: 49.197.157.198

Supervised By:

Email Sent Date: 28/08/2025 01:00:19 PM (AEST)
Signed Date: 28/08/2025 02:21:29 PM (AEST)

Signature:

Signer:

Email Address:

Status:

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Email Sent Date:

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Signature: