

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 07/10/2025

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

Garraways

CTS No. **50743**

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: **Joseph Steward**

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: **13**

Plan type and number: **SP 278912**

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: **718**

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

Interest schedule

Interest schedule lot entitlement for the lot: **746**

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

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 **13** for the current financial year: \$ **3,496.66**

Number of instalments: **2** (outlined below)

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

Monthly penalty for overdue contributions (if applicable): **0.00** %

Period	Due date	Amount due	Amount due if discount applied	Paid
01/11/24 to 30/04/25	01/11/24	1,536.52	1,536.52	26/09/24
01/05/25 to 31/10/25	01/05/25	1,960.14	1,960.14	28/03/25
01/11/25****30/04/26	01/11/25	1,744.74	1,744.74	03/10/25
Amount overdue				(\$1,744.74)
Amount Unpaid including amounts billed not yet due				Nil

Sinking fund contributions

Total amount of contributions (before any discount) for lot **13** for the current financial year: \$ **933.40**

Number of instalments: **2** (outlined below)

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

Monthly penalty for overdue contributions (if applicable): **0.00** %

Period	Due date	Amount due	Amount due if discount applied	Paid
01/11/24 to 30/04/25	01/11/24	466.70	466.70	26/09/24
01/05/25 to 31/10/25	01/05/25	466.70	466.70	28/03/25
01/11/25****30/04/26	01/11/25	466.70	466.70	03/10/25
Amount overdue				(\$466.70)
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): **0.00** %

Period	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): **0.00** %

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

Amount overdue **Nil**

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

Other contributions

	Period	Due date	Amount due	Amount due if discount applied	Paid
Insurances	01/11/24 to 30/04/25	01/11/24	253.64	253.64	26/09/24
Insurances	01/05/25 to 31/10/25	01/05/25	238.72	238.72	28/03/25
Insurances	01/11/25 to 30/04/26	01/11/25	246.18	246.18	03/10/25

Other amounts payable by the lot owner

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

No other amounts payable for the lot.

Summary of amounts due but not paid by the current owner

At the date of this certificate

Annual contributions	(\$2,211.44)
Special contributions	Nil
Other contributions	Nil
Other payments	Nil
Penalties	Nil
Total amount overdue (Total Amount Unpaid including not yet due \$0.00)	(\$2,211.44)

(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: 07/03/23

Current sinking fund balance (as at date of certificate): \$ 48,933.70

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

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: Strata Community Ins	POL11012392	6,051,210.00	8,372.00	31/10/25	\$1,000 Legal Defence \$1,000+10%
COMMON CONTENTS B: DIB I: Strata Community Ins	POL11012392	60,512.00		31/10/25	\$1,000 Legal Defence \$1,000+10%
LOT OWNERS FIXTURES B: DIB I: Strata Community Ins	POL11012392	300,000.00		31/10/25	\$1,000 Legal Defence \$1,000+10%
LOSS OF RENT/TEMP AC B: DIB I: Strata Community Ins	POL11012392	907,682.00		31/10/25	\$1,000 Legal Defence \$1,000+10%
FLOATING FLOORS B: DIB I: Strata Community Ins	POL11012392	Insured		31/10/25	\$1,000 Legal Defence \$1,000+10%
VOLUNTARY WORKERS B: DIB I: Strata Community Ins	POL11012392	200,000/2k		31/10/25	\$1,000 Legal Defence \$1,000+10%
OFFICE BEARERS B: DIB I: Strata Community Ins	POL11012392	1,000,000.00		31/10/25	\$1,000 Legal Defence \$1,000+10%
FIDELITY GUARANTEE B: DIB I: Strata Community Ins	POL11012392	100,000.00		31/10/25	\$1,000 Legal Defence \$1,000+10%
PUBLIC LIABILITY B: DIB I: Strata Community Ins	POL11012392	10,000,000.00		31/10/25	\$1,000 Legal Defence \$1,000+10%
TAXATION & AUDIT COS B: DIB I: Strata Community Ins	POL11012392	25,000.00		31/10/25	\$1,000 Legal Defence \$1,000+10%
LEGAL DEFENCE B: DIB I: Strata Community Ins	POL11012392	50,000.00		31/10/25	\$1,000 Legal Defence \$1,000+10%
APPEAL EXPENSES B: DIB I: Strata Community Ins	POL11012392	100,000.00		31/10/25	\$1,000 Legal Defence \$1,000+10%

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 07/10/2025

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

Garraways CTS 50743

8 Alice Street Kedron QLD 4031

BALANCE SHEET

AS AT 07 OCTOBER 2025

	ACTUAL 07/10/2025	ACTUAL 31/10/2024
<u>OWNERS FUNDS</u>		
Administrative Fund	14,484.62	3,189.57
Sinking Fund	48,933.70	35,933.70
<u>TOTAL</u>	<u>\$ 63,418.32</u>	<u>\$ 39,123.27</u>
<u>THESE FUNDS ARE REPRESENTED BY</u>		
<u>CURRENT ASSETS</u>		
Cash At Bank	66,010.58	50,822.54
Prepayments	0.00	9,930.30
<u>TOTAL ASSETS</u>	<u>66,010.58</u>	<u>60,752.84</u>
<u>LIABILITIES</u>		
Creditors	134.64	(13.20)
Accruals	0.00	1,556.06
Levies In Advance	2,211.44	17,985.97
Other Payments In Advance	246.18	2,100.74
<u>TOTAL LIABILITIES</u>	<u>2,592.26</u>	<u>21,629.57</u>
<u>NET ASSETS</u>	<u>\$ 63,418.32</u>	<u>\$ 39,123.27</u>

Garraways CTS 50743

8 Alice Street Kedron QLD 4031

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 NOVEMBER 2024 TO 07 OCTOBER 2025

	ACTUAL 01/11/24-07/10/25	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	48,700.00	48,667.49	100.07	42,800.00
Insurance Reimbursement	6,600.00	6,569.51	100.46	6,800.00
TOTAL ADMIN. FUND INCOME	55,300.00	55,237.00		49,600.00
<u>EXPENDITURE - ADMIN. FUND</u>				
<u>ACCOUNTING FEES</u>				
Audit Fees	0.00	500.00	0.00	0.00
Income Tax - Lodgement Fees	275.00	250.00	110.00	242.00
<u>ADMINISTRATION FEES</u>				
Administration Fees	3,201.20	2,800.00	114.33	2,656.28
Administration Fees - Other	2,109.90	2,000.00	105.50	1,540.66
Disbursements - Contract	2,122.20	1,550.00	136.92	1,608.05
Disbursements - Other	0.00	500.00	0.00	92.07
<u>BANKING FEES</u>				
Transaction Fee	27.95	100.00	27.95	86.30
<u>CLEANING</u>				
Cleaning	660.00	3,700.00	17.84	4,125.00
Cleaning - Bin Service	1,320.00	2,100.00	62.86	2,046.00
Cleaning - Garbage Chute	0.00	0.00	0.00	154.00
<u>COMMON UTILITIES</u>				
Electricity	1,728.97	2,650.00	65.24	2,360.15
Electricity - Government Rebat	(968.75)	0.00	0.00	(406.25)
Water Consumption	1,015.14	1,500.00	67.68	3,060.33
<u>COUNCIL FEES</u>				
Backflow Registration	76.00	75.00	101.33	73.00
Backflow Testing	0.00	125.00	0.00	132.00
<u>FIRE CONTROL</u>				
Fire - Annual Audit	724.00	725.00	99.86	724.00
Fire - Contract	3,272.50	3,250.00	100.69	2,146.90
Fire - Repairs & Maintenance	0.00	2,500.00	0.00	6,149.00
<u>GENERAL MAINTENANCE</u>				
R & M - Building	0.00	1,500.00	0.00	1,730.71
R & M - Doors	330.00	0.00		0.00



Garraways CTS 50743

8 Alice Street Kedron QLD 4031

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 NOVEMBER 2024 TO 07 OCTOBER 2025

	ACTUAL	BUDGET	VARIANCE	ACTUAL
	01/11/24-07/10/25	01/11/24-31/10/25	%	01/11/23-31/10/24
R & M - Electrical	1,774.14	1,500.00	118.28	748.00
R & M - Garage Doors	1,098.80	0.00		0.00
R & M - Gardens & Grounds	8,785.70	2,500.00	351.43	3,872.55
R & M - Plumbing	814.00	650.00	125.23	0.00
INSURANCE				
Insurance - Building	8,372.00	6,569.51	127.44	6,869.62
Insurance - Stamp Duty	0.00	650.36	0.00	0.00
Insurance - All Other Premiums	0.00	1,152.13	0.00	1,803.47
LIFT EXPENSES				
Lift - Registration	287.04	290.00	98.98	287.04
Lift - Service & Maintenance	0.00	3,000.00	0.00	0.00
Lift - Telephone	561.78	0.00		501.85
Lift - Contract	5,712.38	4,660.00	122.58	5,164.07
PEST CONTROL				
Pest Control	440.00	220.00	200.00	220.00
Termite Inspection	0.00	220.00	0.00	220.00
PROFESSIONAL FEES				
Insurance Valuation	0.00	0.00	0.00	403.00
Work Health & Safety	265.00	300.00	88.33	0.00
Contractor Compliance	0.00	100.00	0.00	97.56
TOTAL ADMIN. EXPENDITURE	44,004.95	47,637.00		48,707.36
SURPLUS / DEFICIT	\$ 11,295.05	\$ 7,600.00		\$ 892.64
Opening Admin. Balance	3,189.57	3,189.57	100.00	2,296.93
ADMINISTRATIVE FUND BALANCE	\$ 14,484.62	\$ 10,789.57		\$ 3,189.57



Garraways CTS 50743

8 Alice Street Kedron QLD 4031

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 NOVEMBER 2024 TO 07 OCTOBER 2025

	ACTUAL 01/11/24-07/10/25	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	13,000.00	13,000.00	100.00	13,000.00
<u>TOTAL SINKING FUND INCOME</u>	13,000.00	13,000.00		13,000.00
<u>EXPENDITURE - SINKING FUND</u>				
Building Repairs	0.00	0.00	0.00	4,217.15
Fire Control	0.00	0.00	0.00	6,583.50
<u>TOTAL SINK. FUND EXPENDITURE</u>	0.00	0.00		10,800.65
<u>SURPLUS / DEFICIT</u>	<u>\$ 13,000.00</u>	<u>\$ 13,000.00</u>		<u>\$ 2,199.35</u>
Opening Sinking Fund Balance	35,933.70	35,933.70	100.00	33,734.35
<u>SINKING FUND BALANCE</u>	<u>\$ 48,933.70</u>	<u>\$ 48,933.70</u>		<u>\$ 35,933.70</u>

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Search Date: 08/10/2025 12:25

Request No: 53636395

SCHEME NAME

GARRAWAYS COMMUNITY TITLES SCHEME 50743

BODY CORPORATE ADDRESS

MAA PROPERTY PTY LTD,
C/- PO BOX 1152,
MILTON, QLD
4064

COMMUNITY MANAGEMENT STATEMENT No: 50743

Title	Lot	Plan		Title	Lot	Plan	
51120686	CP	SP	278912	51120687	1	SP	278912
51120688	2	SP	278912	51120689	3	SP	278912
51120690	4	SP	278912	51120691	5	SP	278912
51120692	6	SP	278912	51120693	7	SP	278912
51120694	8	SP	278912	51120695	9	SP	278912
51120696	10	SP	278912	51120697	11	SP	278912
51120698	12	SP	278912	51120699	13	SP	278912
51120700	14	SP	278912				

COMMUNITY MANAGEMENT STATEMENT Dealing No: 718823189

** End of Community Titles Scheme Search **

Dealing Number



OFFICE USE ONLY

Privacy Statement

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

1. Nature of request

Request to Record New Community Management
Statement for Garraways Community Titles Scheme
50743

Lodger (Name, address, E-mail & phone number)

Nicholsons Solicitors

GPO Box 454

BRISBANE QLD 4001

Telephone No: (07) 3226 3944

Lodger Code

250A

2. Lot on Plan Description

Common Property for Garraways Community Titles
Scheme 50743

Title Reference

11578082

3. Registered Proprietor/State Lessee

Body Corporate for Garraways Community Titles Scheme 50743

4. Interest

Fee Simple

5. Applicant

Body Corporate for Garraways Community Titles Scheme 50743

6. Request

I hereby request that the First Community Management Statement deposited herewith which amends Schedule E of the existing Community Management Statement to be recorded as the Community Management Statement for Body Corporate for Garraways Community Titles Scheme 50743

7. Execution by applicant



Body Corporate for Garraways Community
Titles Scheme 50743

13/3/18
Execution Date

.....
Applicant's or Solicitor's Signature

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

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

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

Office use only
CMS LABEL NUMBER

1. Name of community titles scheme
Garraways Community Titles Scheme 50743

2. Regulation module
Standard Module

3. Name of body corporate
Body Corporate for Garraways Community Titles Scheme 50743

4. Scheme land
Lot on Plan Description
See Enlarged Panel
Title Reference

5. *Name and address of original owner
Not Applicable

6. Reference to plan lodged with this statement
Not Applicable

first community management statement only

7. Local Government community management statement notation
Not Applicable pursuant to section 60(6) of the Body Corporate and
Community Management Act 1997 signed
..... name and designation
..... name of Local Government

8. Execution by original owner/Consent of body corporate



MARK GARDNER.
Signing for and on
behalf of MAA PROPERTY
PT LTD ATF THE MAA
PROPERTY TRUST

13/3/18
Execution Date

Body Corporate for Garraways Community Titles
Scheme 50743
ANDREW GARDNER
Signing for and on behalf of
MAA PROPERTY PTY LTD ATF THE
Chairperson/Secretary MAA PROPERTY TRUST

.....
Committee Member

*Execution

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

Privacy Statement

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

Title Reference [51120686]

This is the enlarged panel referred to in Item 4 of the CMS

4. Lot on Plan Description	County	Parish	Title Reference
Common Property of Garraways Community Titles Scheme	STANLEY	KEDRON	51120686
Lot 1 on SP278912	STANLEY	KEDRON	51120687
Lot 2 on SP278912	STANLEY	KEDRON	51120688
Lot 3 on SP278912	STANLEY	KEDRON	51120689
Lot 4 on SP278912	STANLEY	KEDRON	51120690
Lot 5 on SP278912	STANLEY	KEDRON	51120691
Lot 6 on SP278912	STANLEY	KEDRON	51120692
Lot 7 on SP278912	STANLEY	KEDRON	51120693
Lot 8 on SP278912	STANLEY	KEDRON	51120694
Lot 9 on SP278912	STANLEY	KEDRON	51120695
Lot 10 on SP278912	STANLEY	KEDRON	51120696
Lot 11 on SP278912	STANLEY	KEDRON	51120697
Lot 12 on SP278912	STANLEY	KEDRON	51120698
Lot 13 on SP278912	STANLEY	KEDRON	51120699
Lot 14 on SP278912	STANLEY	KEDRON	51120700

Title Reference 51120686

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot No. on Plan	Contribution	Interest
Lot 1 on SP 278912	761	860
Lot 2 on SP 278912	731	762
Lot 3 on SP 278912	740	787
Lot 4 on SP 278912	672	584
Lot 5 on SP 278912	670	592
Lot 6 on SP 278912	731	738
Lot 7 on SP 278912	743	746
Lot 8 on SP 278912	672	584
Lot 9 on SP 278912	670	592
Lot 10 on SP 278912	718	738
Lot 11 on SP 278912	729	746
Lot 12 on SP 278912	725	779
Lot 13 on SP 278912	718	746
Lot 14 on SP 278912	720	746
TOTAL	10000	10000

EXPLANATION OF CONTRIBUTION SCHEDULE LOT ENTITLEMENTS

1.	The Contribution Schedule Lot Entitlements ("CSLE") for each Lot included in the Scheme have been calculated in accordance with the relativity principle.
2.	<p>The CSLE for each lot included in the Scheme have been allocated having regard to:</p> <ul style="list-style-type: none"> (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.
3.	The relative difference in lot entitlements recognises that the factors stated above do not impact on how much each lot should contribute to certain Body Corporate costs (such as secretarial fees, audit fees, printing postage and outlays) which should be apportioned equally, but the structure of the scheme and the features and characteristics of the lots result in a differential burden on some costs of the Body Corporate for repair and maintenance of the common property.
4.	<p>When allocating the lot entitlements to be included in the CSLE, each of the factors stated above impacts on the allocation in the following ways:</p> <p>Structure of the Scheme</p> <p>The Body Corporate is a single basic scheme and is not part of a layered arrangement or subject to a Building Management Statement. It has no shared facilities either burdening or benefiting it.</p> <p>Nature, Feature and Characteristics of the Lots in the Scheme</p> <p>The Body Corporate is responsible for the repair and maintenance of common property within the Scheme. This includes the recreation facilities, foyers, lifts, external walls and windows, roof, utility infrastructure and utility services. In allocating the CSLE the following features or characteristics of lots in the Scheme increase the burden that the lot places on the Body Corporate expenditure for the maintenance, cleaning and repair of the common property on the following basis:</p> <ul style="list-style-type: none"> (a) Gross Floor Area of the lot. Additional entitlements are added depending on the size of the lot. The larger the lot the greater demand on the support and shelter costs.

Title Reference 51120686

The Purpose for which the Lots are Used

Each of the lots in the scheme are used for residential/accommodation purposes and consequently this factor does not contribute to any differences in the lot entitlements.

EXPLANATION OF INTEREST SCHEDULE LOT ENTITLEMENTS

- | | |
|----|--|
| 1. | The Interest Schedule Lot Entitlements ("ISLE") for the Scheme have been calculated in accordance with the market value principle to reflect the respective market values of the Lots. |
|----|--|

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

Section 66(1)(f) and (g) of the Body Corporate and Community Management Act are not applicable.

SCHEDULE C BY-LAWS

1 NOISE

- 1.1 An Owner or occupier of a Lot, their servant or agents shall not make, or permit, any noise in the Lot or on Common Property which will be likely to interfere in any way with the peaceful enjoyment of other Owners or occupiers of Lots or those having business with them or of any person lawfully using the Common Property.
- 1.2 In the event of any unavoidable noise in a Lot at any time, the Owner or occupier thereof shall take all practical means to minimise annoyance to other Owners or occupiers of Lots by closing all doors windows and curtains of its Lot and also such further steps as may be within his power for the same purpose.
- 1.3 All musical instruments, radios, television receivers and sound equipment shall be controlled so that the sound is reasonable and does not cause an annoyance to any other Owner or occupier of a Lot. Such equipment and instruments shall not be operated between the hours of 9:00 pm and 8:00 am in such a manner as to be audible at all to any other Owner or occupier of a Lot.
- 1.4 Quiet playing of musical instruments is permissible to a reasonable extent at any time during the hours of 8:00 am to 9:00 pm. Practising during the said hours is permissible but for not longer than one (1) hour at a time, or for a total of more than three (3) hours in any day.
- 1.5 An Owner or occupier of a Lot shall not hold, or permit to be held, any social gathering in its Lot by which there shall be any noise which interferes with the quiet enjoyment of its Lot by any other Owner or occupier of a Lot at any time of day or night.
- 1.6 An Owner or occupier of a Lot shall request guests leaving after 11:00 pm to leave quietly and quietness shall be observed when an Owner or occupier of a Lot returns to the building after 10:00 pm and before 7:00 am.

2 DAMAGE TO COMMON PROPERTY

- 2.1 An Owner or occupier of a Lot shall not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property except with the consent in writing of the Body Corporate, but this By-law does not prevent an Owner or person authorised by it from installing:
- (a) any locking or other safety device for protection of its Lot against intruders; or
 - (b) any screen or other device to prevent entry of animals or insects upon its Lot;

Title Reference 51120686

provided that the locking or other safety device or, screen or other device as the case may be, is constructed in a workman-like manner, is maintained in a state of good and serviceable repair by the owner and does not detract from the good appearance of the building (as determined by the committee of the body corporate).

3 DAMAGE TO LAWNS, ETC ON COMMON PROPERTY AND BODY CORPORATE ASSETS

3.1 An Owner or occupier of a Lot shall not, subject to any Exclusive Use By-Law to the contrary:-

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon common property or any body corporate asset; or
- (b) use for its own purposes as a garden any portion of the common property.

4 OBSTRUCTIONS

An Owner or occupier of a Lot shall not obstruct lawful use of Common Property by any person.

5 CORRESPONDENCE

All complaints or applications to the Body Corporate shall be addressed in writing to the Secretary of the Body Corporate or to the Body Corporate Manager.

6 RIGHT OF ENTRY

- 6.1 An Owner or occupier of a Lot, upon receiving reasonable notice from the Body Corporate, shall allow the Body Corporate or any contractors, sub-contractors, workmen or other person authorised by it, the right of access to its Lot for the purpose of carrying out works or effecting repairs on mains, pipes, wires or connections of any water, sewerage, drainage, gas, electricity, telephone or other system or service, whether to its Lot or to an adjoining Lot or Common Property, or to ensure that the By-laws are being observed also as to allow fulfilment of the conditions of any Building Management Statement affecting the Scheme.
- 6.2 Such repair, maintenance or renewal shall be at the expense of the Owner of the relevant Lot in cases where the need for such repair, maintenance, repair or renewal is due to any act or default of the Owner or the occupier of its Lot.
- 6.3 If not so permitted the Body Corporate, its servants, agents, employees, contractors or the Body Corporate Manager may effect entry and such entry shall not constitute trespass.
- 6.4 The Body Corporate or the Body Corporate Manager, in exercising this power, shall ensure that agents, servants, employees or contractors cause as little inconvenience to an Owner or occupier of a Lot as is reasonable in the circumstances.

7 VEHICLES AND USE OF PRIVATE ROADS AND OTHER COMMON PROPERTY

- 7.1 The private roadway, pathways, driveways, carpark and other Common Property and any easement giving access to the Scheme shall not be obstructed by any Owner or the tenants, guests, servants, employees, children, invitees, licensees of an Owner or any of them or used by them for any purpose other than the reasonable ingress and egress to and from their respective Lots or the designated visitor parking areas provided.
- 7.2 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

Title Reference 51120686

- (b) permit an invitee to park a vehicle, or allow a vehicle to stand, on the common property, except for the designated visitor parking areas which must remain available at all times for the sole use of visitors' vehicles.

7.3 An approval under section 7.2 must state the period for which it is given, with the exception of designated visitor parking. However, the body corporate may cancel the approval by giving 7 days written notice to the occupier, with the exception of designated visitor parking.

7.4 The Body Corporate must ensure that:-

- (a) visitor car parking spaces are available for use at all times by bona fide visitors, guests or invitees of the occupants of lots;
- (b) maintain the acoustic damping of any metal grills, metal plates or similar which are subject to vehicular traffic so as to prevent environmental nuisance; and
- (c) any visitor car parking space remains unimpeded by landscaping, water tanks, storage (temporary or otherwise), gates or any other fitting, fixture or structure to provide 24 hour un restricted access for bona fide visitors.

8 SPEED LIMIT

8.1 An Owner or occupier of a Lot shall not exceed the speed limit nominated by the Body Corporate in a Committee meeting from time to time (the "speed limit") while driving any motor propelled vehicle on the Common Property and shall use its best endeavours to ensure that its invitees do not exceed the speed limit in such circumstances. The speed limit for the time being shall be 10 kph.

9 REFUSE DISPOSAL, ETC, ON COMMON PROPERTY

9.1 An Owner or occupier of a Lot shall not throw or allow to fall or permit or suffer to be thrown or fall, any object or substance out of the window or doors or from any balcony of its Lot, or down any staircase, passage, or skylight, or from the roof or passageway of the buildings. Any cost of remedying any damage, or of cleaning caused by a breach of this By-law, shall be borne by the Owner of the relevant Lot.

9.2 An Owner or occupier of a Lot shall comply with all directions of the Body Corporate and the Local Authority on disposal of refuse and further:

- (a) save where the body corporate provides some other means of disposal of refuse, maintain within its lot or on such part of the common property as may be authorised by the body corporate, in a clean and dry condition and adequately covered, a receptacle for the sole purpose of the collection of refuse;
- (b) empty bottles, boxes, used containers, pellets and similar items shall be stored tidily and, as far as possible, out of sight;
- (c) ensure that the health, hygiene and comfort of the Owner or occupier of any other Lot is not adversely affected by its disposal of garbage;
- (d) keep car spaces tidy and free of litter; and
- (e) ensure that any perishable items such as meat, fish, fruit etc are not placed in receptacles for periods longer than 24 hours prior to Local Authority collection.

Title Reference 51120686

9.3 The Owner and Occupier of each Lot:-

- (a) acknowledges that the body corporate may enter into any service contract in respect of disposal of refuse at the scheme, including in respect of any bin compactor system adopted by the body corporate;
- (b) must ensure that any refuse bin (for example a wheelie bin) exclusively servicing that lot is placed on the curb for collection by the local authority and is removed from the curb and placed back in any allocated refuse bin area or within the lot on the day of collection;
- (c) must ensure that the refuse bin exclusively servicing that lot is at all times kept free of vermin (eg. maggots) and must cause the bin to be washed and disinfected regularly;
- (d) will as reasonably possible comply with any recycling initiatives of the local authority and/or body corporate and in particular will use any recycling bin (shared or otherwise) only for the purpose of recycling and will not put any other refuse or item not suitable for recycling in a recycling bin; and
- (e) must comply with the directions and requests of the committee with respect to refuse and the safe operation of any bin compactor system.

10 KEEPING OF ANIMALS

- 10.1 An Occupier may keep animals upon their Lot or the Common Property only with the prior written approval of the Committee which may be granted with or without conditions or refused at the discretion of the Committee. If conditions are imposed, the Occupier must comply with those conditions.
- 10.2 A person mentioned in the *Guide, Hearing and Assistance Dogs Act 2009* (Qld) Section 8 who is an Occupier has the right to keep a guide dog on the Lot. The Occupier must use their best endeavours to keep the guide dog quiet at all times, that the guide dog remains on a lead at all times when on Common Property and that all animal excrement is cleaned up.

11 WINDOWS

- 11.1 Windows shall be kept clean and if broken or cracked, be promptly replaced by the Body Corporate with fresh glass of the same kind, type, colour and weight and if the damage to the window is caused by or as a result of any action or inaction of the Owner or occupier of the Lot then the cost of replacement shall be a debt due and owing by the Owner to the Body Corporate.

12 EXTERNAL APPEARANCE OR STRUCTURE OF A LOT

12.1 Subject to these By-Laws:-

- (a) An Owner or occupier of a Lot shall not, except with the consent in writing of the Body Corporate, hang towels, bedding, clothing or other articles, display any sign, advertisement, placard, banner, pamphlet or like matter on any part of its Lot in such a way as to be visible from outside the building;
- (b) No external blinds or awnings shall be erected without the previous consent in writing of the Committee of the Body Corporate;
- (c) An Owner or occupier of a Lot shall not alter the external colour scheme of any improvement on its Lot without prior approval in writing from the Body Corporate pursuant to a resolution of the Body Corporate;
- (d) Any alteration made to Common Property or fixture or fitting attached to Common Property by any Owner or occupier of a Lot, whether made or attached with or without the approval of the Body Corporate, shall be repaired and maintained by the Owner of the said Lot;

Title Reference 51120686

- (e) Any consent or approval given by the Body Corporate pursuant to these By-laws shall, if practicable, be revocable upon notice to the Owner or occupier for the time being having the benefit of such consent or approval;
- (f) An Owner or occupier of a Lot shall, as soon as practicable after becoming aware of any defect in the Common Property or in any personal property vested in the Body Corporate or of any accident associated therewith, give notice to the Secretary or to the Body Corporate Manager;
- (g) An Owner or occupier of a Lot shall not erect an outside wireless, television antenna or satellite receiver without the prior written consent of the Committee of the Body Corporate;
- (h) An Owner or occupier of a Lot shall not make any structural alteration to its Lot, including any alterations to gas, water or electrical installation or any alterations to any other improvements constructed on the Lot, without the prior written consent of the Committee of the Body Corporate;
- (i) An Owner or occupier of a Lot shall not install, remove or replace any curtain backing, blind or window tinting, unless the colour and design has prior written consent of the Committee of the Body Corporate. In giving such consent the Body Corporate should ensure that, as far as practicable, all Lots present a uniform appearance when viewed from the outside of the buildings;
- (j) An Owner or occupier of a Lot shall not install in any part of the Lot, particularly any balconies forming part of the Lot, any fixtures, fittings, furniture or other items which may be viewed from outside the Building which the Committee of the Body Corporate considers (in its absolute discretion) detrimentally effects the aesthetic and/or uniform appearance of the Building when viewed from the outside and will, if requested to do so, remove any offending addition or item when requested to do so by the Committee of the Body Corporate;
- (k) No alteration, installation or erection referred to in this clause 12, shall be carried out except as between the hours of 9.00 am and 5.00 pm; and
- (l) No alteration will be permitted if the proposed alteration will contravene the Town Plan or any other requirements of the Local Authority from time to time and in particular (but without limitation) the external details of the building, façade treatment and external materials, colours and finishes are to be generally consistent with the drawings approved by the Local Authority.

13 AIR CONDITIONING

- 13.1 Subject to the existing Air Conditioners installed at the commencement of this Scheme, any Air Conditioners shall not be installed on any Lot or Common Property without prior written consent of the Committee of the Body Corporate such consent to be given on the submission of full design specifications of the proposed air conditioning to be installed to the Body Corporate. Consent may be given conditionally and particular regard shall be had to noise and or emissions of the proposed airconditioning system. Subject to the consent, an Owner or occupier of a Lot shall choose the location of any airconditioners with care so that same does not cause discomfort to neighbours. Evaporative airconditioners shall be low profile and be of neutral colour so as not to be visible from the street and no window air conditioners shall be allowed.
- 13.2 Each owner must ensure that screening for any externally mounted air conditioning or mechanical plan installations accord with the following requirements:-
- (a) no unscreened installations on the site are to be visible from the surrounding site; and
 - (b) any installation which is required to be located on a roof, wall or garden area is to be appropriately screened or shaped according to the requirements of the approved local authority development

Title Reference 51120686

package and so as to integrate in a complimentary manner with the overall design of the roof, wall or garden area in which the installation is to be located.

14 INFECTIOUS DISEASES

- 14.1 In the event of any infectious disease, which may require notification by virtue of any Statute, Regulation or Ordinance, happening in any Lot, the Owner or occupier of such Lot shall give written notice thereof and pay to the Committee the expenses incurred by the Committee of disinfecting the Lot and any part of the Common Property required to be disinfected and replacing any articles or things the destruction of which may be rendered necessary by such disease and shall at all times comply with any State or Local Authority Act or Regulation.

15 STORAGE OF FLAMMABLE LIQUIDS, GAS OR OTHER MATERIALS

- 15.1 An Owner or occupier of a Lot shall not bring to, do, or keep anything in its Lot which may make void, or increase the rate of, fire insurance on any property shown in the Scheme or which may conflict with the Law or Regulations or Ordinances relating to fires or any insurance policy upon any property shown in the Scheme or the Regulations or Ordinances of any State or Local Authority for the time being in force.
- 15.2 An Owner or occupier of a Lot, shall not use any chemicals, burning fluids, acetylene gas or alcohol in lighting or heating the premises, nor in any other way cause or increase the risk of fire or explosion in its Lot.

16 USE OF LOTS

- 16.1 An Owner or occupier of a Lot shall not use that Lot or permit the same to be used otherwise than as a private residence nor for any purpose that may cause a nuisance or hazard or for any illegal or immoral purpose or for any other purpose that may endanger the safety or good reputation of persons residing within the development provided that the Lot may be used as a home office on a condition that such use does not in any way interfere with the peaceful enjoyment of other Lot Owners or occupiers and the Lot is not used as an office for a real estate agent or a letting agent.
- 16.2 An Owner or occupier of a Lot shall not operate or permit to be operated upon any Lot or Common Property any radio, short wave radio, transmitter, telecommunications device or electronic equipment so as to interfere with any domestic appliance or apparatus (including a radio or television receiver) lawfully in use upon the Common Property or in any other Lot;
- 16.3 An Owner or occupier of a Lot shall not use any water closets or other fixtures in the building for any purpose other than for which they were constructed and shall not deposit or throw any sweepings, rubbish or solid matter into the same or otherwise cause the obstruction of Common Property drainage services;
- 16.4 A Owner or occupier of a Lot shall not store any material, article or thing in the under croft of the building. The under croft of the building is to be used for its intended purpose only being the conveyance of stormwater; and
- 16.5 An Owner or occupier of a Lot shall keep the same in a good state of preservation and cleanliness and shall take all reasonable steps to control and exterminate therein all vermin, insects or other pests.

17 BEHAVIOUR OF INVITEES

- 17.1 An Owner or occupier of a Lot shall take all reasonable steps to ensure that its invitees comply with the provisions of these By-laws when upon a Lot or Common Property and in the event of its inability for any reason to ensure such compliance by any invitee it shall thereupon:-

(a) withdraw the invitation of that person to be upon a Lot or Common Property; and

Title Reference 51120686

(b) ensure that such person immediately leaves the Scheme.

17.2 The Owner or occupier of a Lot shall be liable to compensate the Body Corporate in respect of all damage to the Common Property or personal property vested in it caused by such Owner or occupier or their invitees.

17.3 An Owner of a Lot which is the subject of a lease or licence agreement shall take all reasonable steps, including any action available to it under any such lease or licence agreement, to ensure that any lessee or licensee or other occupier of the Lot or their invitees comply with the provisions of the By-laws.

18 TRADESMEN

18.1 An Owner or occupier of a Lot shall not directly instruct any contractor or workmen employed by the Body Corporate unless so authorised.

19 REMOVALS

19.1 An Owner or occupier of a Lot shall not move any furniture, piano or safe into or out of its Lot without having given prior notice to the person contracted as the Caretaker and Letting Agent for the Body Corporate or the Committee of the Body Corporate and the moving must be done in the manner, by the route and at the time directed by the Caretaker and Letting Agent or Committee.

20 SECURITY OF THE BUILDING

20.1 The Body Corporate shall take all reasonable steps to ensure the security of the Building and Body Corporate personal property and the observance of these By-laws and without limiting the generality of the foregoing may:

(a) close off any part of the Common Property not required for ingress or egress to a Lot or car parking space on either a temporary or permanent basis or otherwise restrict the access to, or use, by Owners or occupiers of any such part of the Common Property;

(b) permit any designated part of the Common Property to be used by any security person, firm or company (to the exclusion of Owners or occupiers generally) as a means of monitoring the security and general safety of the Building; and

(c) obtain, install and maintain locks, alarms communications systems and other security devices.

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

20.3 An Owner or occupier of a Lot to whom any key or any operation system is given pursuant to these By-laws shall exercise a high degree of caution and responsibility in making the same available for use by any other person using or occupying a Lot and shall take reasonable precautions (which shall include an appropriate covenant in any lease or licence of a Lot to any such occupier) to ensure return thereof to the Owner, upon the user or occupier ceasing to be a user or occupier.

20.4 An Owner or occupier of a Lot into whose possession any key or operating system referred to in these By-laws has come shall not without the prior approval in writing of the Committee duplicate the same or cause or permit the same to be duplicated and shall take all reasonable precautions to ensure that the

Title Reference 51120686

same is not lost or handed to any person other than another Owner or occupier of a Lot and is not disposed of otherwise than by returning it to the Committee.

- 20.5 An Owner or occupier of a Lot who is issued with a key or operating system referred to in these By-laws shall immediately notify the Body Corporate if the same is lost or misplaced.
- 20.6 An Owner or occupier of a Lot shall securely fasten all doors and windows to its Lot on all occasions when the Lot is left unoccupied, and the Body Corporate, its servants, agents or the Body Corporate Manager, shall have the right, without committing trespass, to enter and fasten any doors or windows.

21 DISPLAY UNITS/SIGNAGE

- 21.1 While the original Owner remains an Owner of any Lot in the Building Format Plan, it and its officers, servants and/or agents, shall be entitled to use any Lot or part of a Lot of which it is the registered Owner or over which it is granted occupancy rights as a display unit or sales office and shall be entitled to allow prospective purchasers to inspect the improvements on the Lot.
- 21.2 While the original Owner remains an Owner of any Lot in the Building Format Plan, the original Owner may erect signs, advertising or display material in or about the improvement of a Lot owned by it (notwithstanding that same may infringe other provisions of these By-laws) or on Common Property.

22 STORAGE

- 22.1 The Committee of the Body Corporate may at any time designate any appropriate part of the Common Property to be used as a storeroom for the purposes of the storage of materials by any contractor engaged by the Body Corporate and may determine rules by which any such contractor and/or other any persons nominated by the Committee are given access to such designated storerooms.

23 NOTICE OF AUCTION

- 23.1 An Owner or occupier of a Lot shall not without the prior written notice of the Committee of the Body Corporate conduct an on-site auction of a Lot.

24 MISCELLANEOUS

- 24.1 If the Body Corporate incurs, or is required to pay, any costs or expenses (including legal costs calculated on a solicitor and own client basis) in respect of any action taken against any Lot Owner (which expression shall for the purposes of this By-law mean and include any former Owner of the relevant Lot) due to default by that Owner in the payment of any monies to the Body Corporate or to a breach of the By-laws or for any other reason, such Owner shall forthwith pay on demand to the Body Corporate such costs and expenses as a liquidated debt.

25 EXCLUSIVE USE COURTYARDS

- 25.1 The Owner or Occupier of each of the Lots listed under the heading "Courtyards Exclusive Use Area" in Schedule E shall have the exclusive use of those parts of the Common Property as shown on the Exclusive Use Plans. The Owner or Occupier shall at all times keep the exclusive use area clean and clear of rubbish and will not store in or on the exclusive use area any unsightly items and will remove from those areas any items immediately upon being directed to do so by the Committee of the Body Corporate (but the Body Corporate shall retain all obligations under the Act in respect of Common Property).
- 25.2 The owners or occupiers of a Lot to which this By-Law relates, will at all reasonable times allow the any contractor employed by the Body Corporate access to the Exclusive Use Area to carry out an obligation of the Body Corporate under the Act.

Title Reference 51120686

- 25.3 To avoid any doubt, and subject to the Act, each Owner or Occupier is responsible for the repair and maintenance of its Exclusive Use Area including the maintenance of any lawns or gardens within the Exclusive Use Area.
- 25.4 An Owner or Occupier must not construct any structure on the Exclusive Use Area without first obtaining the written consent of the Body Corporate.
- 25.5 The owner having the benefit of the Exclusive Use Area will not without the consent of the committee, alter any plants or landscaping within the Exclusive Use Area which consent will not be unreasonably withheld provided all plants and landscaping is at all times maintained in the manner (including as to height, thickness and type of trees and shrubs) required by the Committee having regard to the aesthetics and presentation of the building generally and the privacy and/or view preferences of other owners in the Scheme and further provided that the cost of any altered landscaping must be borne and paid by the owner having the benefit of the Exclusive Use Area.

26 EXCLUSIVE USE CAR PARKS

- 26.1 The Owner or Occupier of each of the Lots listed under the heading "Carparks Exclusive Use Area" in Schedule E shall have the exclusive use of those parts of the Common Property as shown opposite the respective Lot numbers in Schedule E for the purposes of carparking only. The Owner or Occupier shall at all times keep the exclusive use area clean and clear of rubbish and will not store in or on the exclusive use area any items and will remove from those areas any items immediately upon being directed to do so by the Committee of the Body Corporate (but the Body Corporate shall retain all obligations under the Act in respect of Common Property).
- 26.2 The owners or occupiers of a Lot to which this By-Law relates, will at all reasonable times allow the any contractor employed by the Body Corporate access to the Exclusive Use Area to carry out an obligation of the Body Corporate under the Act.
- 26.3 To avoid any doubt, and subject to the Act, each Owner or Occupier is responsible for the repair and maintenance of its Exclusive Use Area including removing any oil stains.
- 26.4 An Owner or Occupier must not construct any structure on the Exclusive Use Area without first obtaining the written consent of the Body Corporate.

27 INTENTIONALLY DELETED

28 ADDITIONAL EXCLUSIVE USE AREA

- 28.1 Subject to the provisions of the Act, the Body Corporate Committee and the Body Corporate (as necessary) will at the request of the Original Owner and upon the provision of any necessary exclusive use plans by the Original Owner approve and consent to the granting of exclusive use to any Lot Owner(s) of any part of Common Property and will authorise the signing of any New Community Management Statement necessary to give effect to the grant of exclusive use provided all reasonable costs are borne by the Original Owner.

29 NO SMOKING ON COMMON PROPERTY

- 29.1 An Owner, occupier or any guest or invitee shall not smoke on any part of Common Property.
- 29.2 The Body Corporate Committee may in its discretion, authorise smoking on those areas of the Common Property which are outside the Building and any other structures on Common Property.

Title Reference 51120686

30 SECURITY CAMERAS

- 30.1 In the event that security cameras are installed in the Building, the Body Corporate Committee may determine policy for the operation of those cameras and storage and destruction of any tapes.

31 BALCONIES AND TERRACES

- 31.1 An Owner or occupier of a Lot will not enclose any balcony or terrace with shutters, glazing, louvres or other similar permanent structures other than those clearly depicted on the local authority approved drawings for the Lot and consistent with the Brisbane City Plan 2014 without first obtaining in writing the approval of:-

- (a) the local authority; and
- (b) (after the approval of the local authority has been given) the Committee of the Body Corporate.

32 BULK SUPPLY OF UTILITIES

- 32.1 The Body Corporate may at its election supply or engage another person to supply utilities in the Scheme and in such case the following will apply:-

- (a) "Utility" means: electricity, gas, water, cable TV and the like;
- (b) the Body Corporate has the power to enter into a contract for the purchase of reticulated Utility, on the most economical basis, for the Scheme from the relevant authority;
- (c) the Body Corporate has the power to sell or cause or authorise to be sold reticulated Utility to each Owner or occupier in the Scheme provided, however, that in respect of electricity supply, the Body Corporate's charge must not exceed the lowest available tariff to the relevant Owner or occupier for supply of the electricity direct from the relevant Electricity Authority;
- (d) each Owner or occupier must purchase and use all Utility consumed in the Owner's or occupier's Lot direct from the Body Corporate and other entity as directed or required or authorised by the Body Corporate and must not purchase that Utility from any other source;
- (e) 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;
- (f) the Body Corporate or entity supplying the relevant Utility ("the Supply Entity") may charge for the services (including for the installation of, and the costs associated with, utility infrastructure for the services) but only to the extent reasonably necessary for reimbursing the Body Corporate or the Supply Entity for supplying the services;
- (g) the Body Corporate or the Supply Entity may render accounts to each Owner or occupier and such accounts are payable to the Body Corporate or the Supply Entity within fourteen (14) days of the delivery of such accounts;
- (h) in respect of an account which has been rendered pursuant to these By-laws, then an Owner or occupier is liable, jointly and severally with any person who was liable to pay that electricity account when that Owner or occupier became the Owner or occupier of that Lot;
- (i) in the event that a proper account for the supply of reticulated Utility is not paid by its due date for payment, then a Body Corporate or the Supply Entity is entitled to:-

Title Reference 51120686

- (i) 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
- (ii) disconnect the supply or reticulated Utility to the relevant Lot;
- (j) 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;
- (k) the Body Corporate or the Supply Entity 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 reticulated Utility.

33 RECOVERY OF BODY CORPORATE'S COSTS

- 33.1 If the Body Corporate incurs, or is required to pay, any costs or expenses (including legal costs calculated on a solicitor and own client basis) in respect of any action taken against any Lot Owner (which expression shall for the purposes of this By-law mean and include any former Owner of the relevant Lot) due to default by that Owner in the payment of any monies to the Body Corporate or to a breach of the By-laws or for any other reason, such Owner shall forthwith pay on demand to the Body Corporate such costs and expenses as a liquidated debt.

34 DEVELOPMENT APPROVAL – LOCAL AUTHORITY

- 34.1 When obliged by the conditions of any Development Approval, the Body Corporate and Lot Owners shall maintain and not contravene the conditions of approval for the Scheme issued by the Brisbane City Council.

35 ACCESS / SWIPE CARDS

- 35.1 The Body Corporate may implement an access/swipe card system in respect of certain parts of Common Property whereby:
- (a) The Committee may issue swipe or access cards to Owners or Occupiers over certain areas of Common Property on the basis that:
 - (i) An Owner or Occupier who accepts a swipe or access card may be responsible for a proportion of cleaning costs as determined by the Committee acting reasonably;
 - (ii) An Owner or Occupier must use the area in a responsible and respectful manner and must ensure as little disturbance to other occupiers as possible;
 - (iii) The Owner or Occupier is responsible for the cost of any stolen or lost card;
 - (iv) The Owner or Occupier must comply with all directions of the Committee in respect of the use of the area (failing which an Owner or Occupier's entitlement to a swipe or access card may be revoked).
- 35.2 Each Owner and Occupier agrees to comply in all respects with any policy implemented by the body corporate in respect of such access/swipe cards.

Title Reference 51120686

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

1 SERVICES LOCATION DIAGRAM

1.1 A Services Location Diagram is attached.

2 STATUTORY EASEMENTS

2.1 Each of the Lots and Common Property in the Scheme may be affected by the following statutory easements pursuant to Sections 115M and 115S of the *Land Title Act 1994* (Qld):

- (a) easements for support;
- (b) easements in favour of lots for utility services and utility infrastructure;
- (c) easements in favour of Common Property for utility services and utility infrastructure;
- (d) easements for shelter;
- (e) easements for projections; and
- (f) easements for maintenance or replacement of a building on or close to the boundary of a lot.

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

Lot No. on Plan	'Courtyard Exclusive Use Area' – by-law 25	'Carparks Exclusive Use Area' – by-law 26
Lot 1 on SP 278912	Area "R" on EU Plan marked "C"	Areas "J" & "Q" on EU Plan marked "B"
Lot 2 on SP 278912	Area "S" on EU Plan marked "C"	Area "N" on EU Plan marked "B"
Lot 3 on SP 278912	Area "T" on EU Plan marked "C"	Areas "H" & "G" on EU Plan marked "B"
Lot 4 on SP 278912	Not Applicable	Area "K" on EU Plan marked "B"
Lot 5 on SP 278912	Not Applicable	Area "M" on EU Plan marked "B"
Lot 6 on SP 278912	Not Applicable	Area "D" on EU Plan marked "B"
Lot 7 on SP 278912	Not Applicable	Area "B" on EU Plan marked "B"
Lot 8 on SP 278912	Not Applicable	Area "C" on EU Plan marked "B"
Lot 9 on SP 278912	Not Applicable	Area "F" on EU Plan marked "B"
Lot 10 on SP 278912	Not Applicable	Area "E" on EU Plan marked "B"
Lot 11 on SP 278912	Not Applicable	Area "L" on EU Plan marked "B"
Lot 12 on SP 278912	Not Applicable	Area "O" on EU Plan marked "B"
Lot 13 on SP 278912	Not Applicable	Area "I" on EU Plan marked "B"
Lot 14 on SP 278912	Not Applicable	Areas "A" & "P" on EU Plan marked "B"

Title Reference 51120686

EXCLUSIVE USE PLAN - "C"

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

Exclusive Use Areas R-T
Covering Part of Common Property
on level "B" of SP278912

NOTES:

1. Plan Drawn to scale on A3 sheet.

2. Title Reference:

3. Community Title Scheme Name: 'GARRAWAYS'

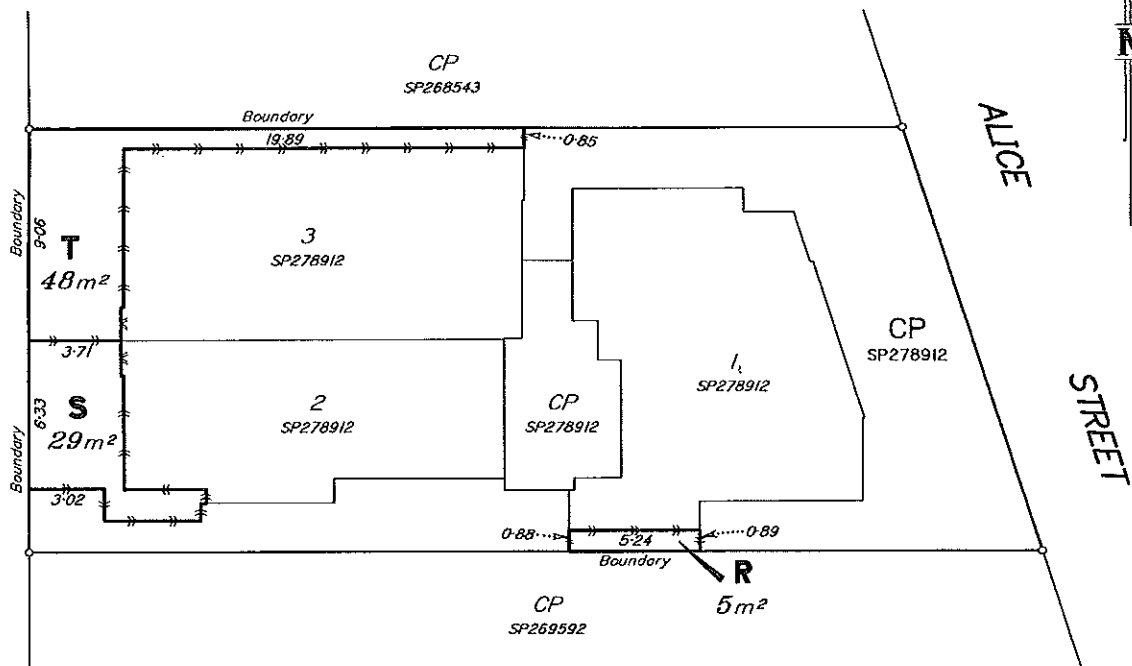
4. Community Title Scheme Number:

5. Centreline of Wall where shown: —>—>—

6. Centreline of Fence where shown: —#—#—

7. Edge of Conc where shown: —v—v—

GALLAGHER
TERRACE

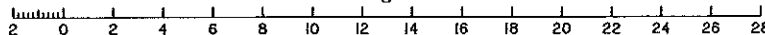


DTS GROUP QLD PTY LTD ACN 010 000 843
Cadastral Surveyor, certify that the details on
this sketch plan are correct.



Director
Director
29.5.17
Date

Scale 1:200 - Lengths are in Metres.



Scale 1:200



Brisbane
PO Box 2128, West End QLD 4101
Ph: 07 3511 0020
bs@dtsgroup.com.au

Mackay
PO Box 11131, Valley Creek QLD 4743
Ph: 07 2773 7110
mk@dtsgroup.com.au

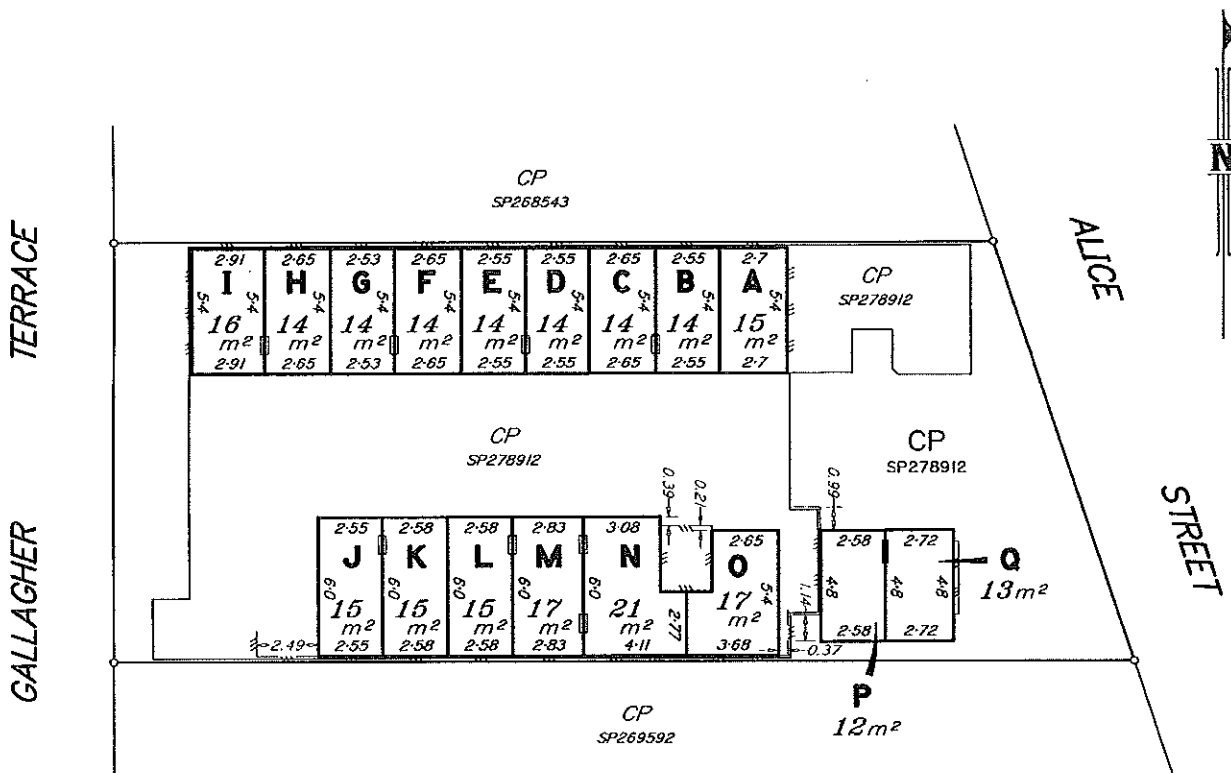


For registration plan MUST be to scale.
(DO NOT REDUCE OR ENLARGE)

Date: 12/05/2017
Surveyor: AC
Drawn: AnV
Project: BNE140820
Acad: B140820Eu1.dwg
A3 4876/C

Title References

1. Plan Drawn to scale on A3 sheet.
2. Title Reference :
3. Community Title Scheme Name: 'GARRAWAYS'
4. Community Title Scheme Number:
5. Face of Wa' where shown:
6. Centreline of Column where shown:



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

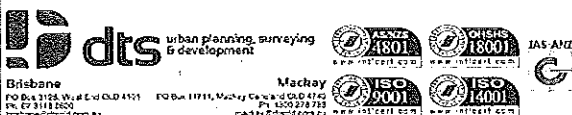


[Signature]
Director
[Signature]
Director
24.5.17
Date

Scale 1950 Longitude 1911

Date: 12/05/2017
 Surveyor: AC
 Drawn: AnV
 Project: BNE140820
 Acad: B140820Eul.dwg
 A3 4876/B

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



Title Reference 51120686

SERVICES LOCATION DIAGRAM

SERVICES LOCATION DIAGRAM 'A'

For Lots 1-14 & Common
Property on SP278912

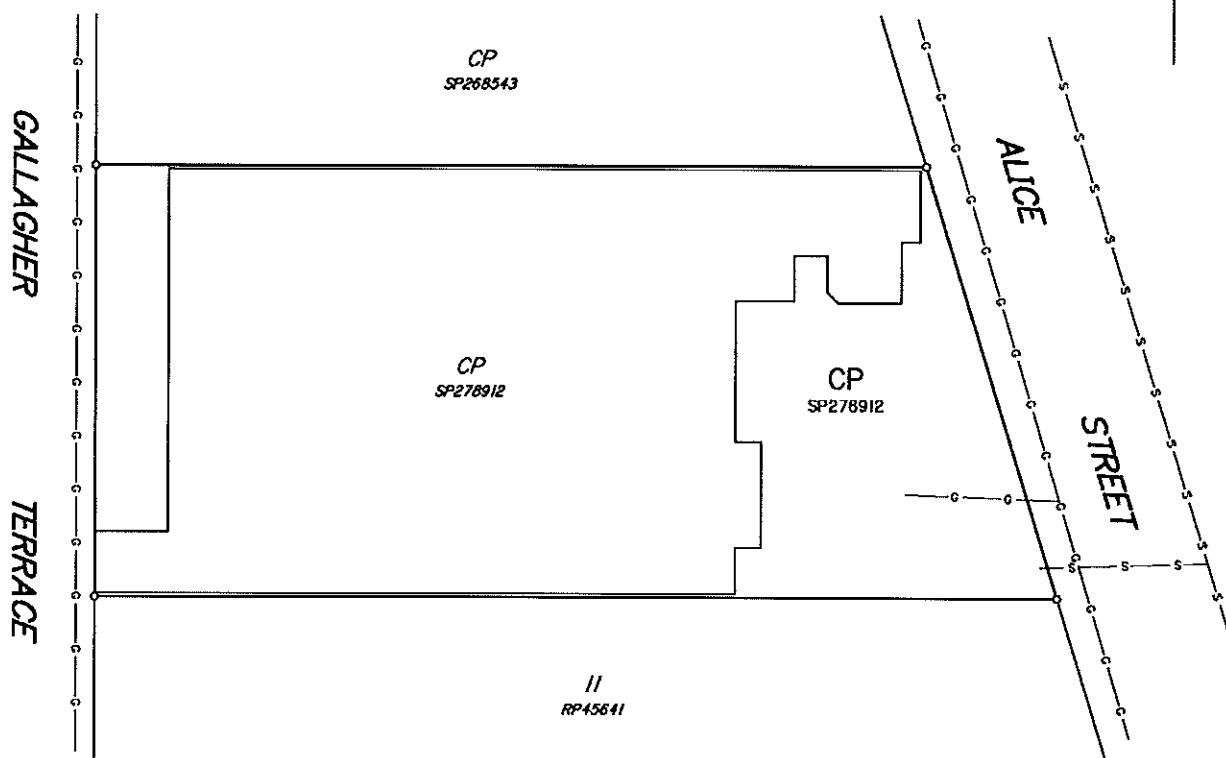
Parish of Kedron
County of Stanley

This plan has been prepared by DTS Group QLD P/L
Consulting Cadastral Surveyor Reg No. 3115 for
MAA Property Pty Ltd ATF The MAA
Property Trust
for the purpose of identifying the approximate
location and size of lots in the proposed
multi unit development at
8 Alice Street, Kedron
The areas and any dimensions shown are approximate and
have been determined from architectural drawings supplied
by GWAC Homes (Building Designers). The proposed units
have not been constructed and DTS Group QLD accept no
responsibility for any amendments to unit location, area
and shape that may occur during construction.
This note is an integral part of this plan. This plan may not
be reproduced without this notation being included.

NOTES

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

The Seller, under the Contract Terms, is entitled to make
variations and changes to the Lot, including to its location,
area & dimensions. Without limitation, if the area of the Lot
on the registered survey plan is not more than 5% different
from the area shown on this Preliminary Plan, the variation
is deemed to be a "Minor Variation" (as defined in the
Contract Terms) and the Buyer, under the Contract Terms,
has no right to "Object" (as that term is defined in the
Contract Terms).



- T—T—T— Telstra
- UE— Underground Electricity
- S—S— Sewer
- SW—SW— Stormwater
- W—W— Water
- G—G— Gas

Scale 1:200 - Lengths are in Metres.
2 0 2 4 6 8 10 12 14 16 18 20 22 24 26 28

dts urban planning, surveying
& development
Brisbane PO Box 361 Paddington QLD 4064
Ph: 07 3114 0000
brisbane@dtsd.com.au

Machay PO Box 11711, Mackay Queensland QLD 4743
Ph: 1300 276 783
machay@dtsd.com.au



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

Scale 1:200

Date: 11/02/2016
Surveyor: ***
Drawn: AnV
Job No: BNE140820
Acad: B140820Eul.dwg
A3 4875/A

SHEET

COMMITTEE MEETING MOTION

Body Corporate for **Garraways CTS 50743**

New Community Management Statement

THAT the Body Corporate consent to record a new community management statement (**CMS**) that differs from the current CMS by amending Schedule E as follows:

1. the exclusive use area "L" currently allocated to Lot 6 is reallocated to Lot 11 by way of an agreed reallocation between the respective owners of Lot 11 and Lot 6; and
2. the exclusive use area "D" currently allocated to Lot 11 is reallocated to Lot 6 by way of an agreed reallocation between the respective owners of Lot 11 and Lot 6.

AND THAT any two members of the Committee be authorised to execute and affix the Body Corporate's seal to the new CMS and do all things necessary to record the new CMS with the Titles Office at the Department of Natural Resources and Mines within three months of the date of this resolution being resolved in favour.

COMMITTEE MEETING MOTION

Body Corporate for **Garraways CTS 50743**

New Community Management Statement

THAT the Body Corporate consent to record a new community management statement (**CMS**) that differs from the current CMS by amending Schedule E as follows:

1. the exclusive use area "J" currently allocated to Lot 6 is reallocated to Lot 1 by way of an agreed reallocation between the respective owners of Lot 1 and Lot 6; and
2. the exclusive use area "L" currently allocated to Lot 1 is reallocated to Lot 6 by way of an agreed reallocation between the respective owners of Lot 1 and Lot 6.

AND THAT any two members of the Committee be authorised to execute and affix the Body Corporate's seal to the new CMS and do all things necessary to record the new CMS with the Titles Office at the Department of Natural Resources and Mines within three months of the date of this resolution being resolved in favour.

REALLOCATION AGREEMENT

Dated this day of 2018.

BETWEEN: MAA PROPERTY PTY LTD A.C.N. 151 054 723 AS TRUSTEE UNDER INSTRUMENT 716391668

AND: Mariano Le Mura & Josephine Alfina Le Mura

We, MAA PROPERTY PTY LTD A.C.N. 151 054 723 AS TRUSTEE UNDER INSTRUMENT 716391668, the owner of Lot 1, and MARIANO LE MURA & JOSEPHINE ALFINA LE MURA Owner of Lot 6, agree to:

1. A reallocation of exclusive use areas so that:
 - a. Exclusive use areas identified as "J" on Exclusive Use Area – Sketch 'B' is allocated to Lot 1; and
 - b. Exclusive use area "L" on Exclusive Use Area – Sketch 'B' is allocated to Lot 6;

EXECUTED for and on behalf of MAA Property Pty
Ltd A.C.N. 151 054 723 as trustee under
instrument 716391668

Authorised Signatory

Print Full Name

EXECUTED by Mariano Le Mura

Mariano Le Mura

EXECUTED by Josephine Alfina Le Mura

Josephine Alfina Le Mura

REALLOCATION AGREEMENT

Dated this day of 2018.

**BETWEEN: MAA PROPERTY PTY LTD A.C.N. 151 054 723 AS TRUSTEE UNDER
INSTRUMENT 716391668**

AND: Mahsa Homayounfard

We, MAA PROPERTY PTY LTD A.C.N. 151 054 723 AS TRUSTEE UNDER INSTRUMENT 716391668, the owner of Lot 6, and MAHSA HOMAYOUNFARD proposed Owner of Lot 11, agree to:

1. A reallocation of exclusive use areas so that:-
 - a. Exclusive use area identified as "D" on Exclusive Use Area – Sketch 'B' is allocated to Lot 6; and
 - b. Exclusive use area identified as "L" on Exclusive Use Area – Sketch 'B' is allocated to Lot 11;

EXECUTED for and on behalf of MAA Property Pty
Ltd A.C.N. 151 054 723 as trustee under
instrument 716391668

Authorised Signatory

Print Full Name

EXECUTED by **Mahsa Homayounfard**

Mahsa Homayounfard