

Seller disclosure statement



Queensland
Government

Property Law Act 2023 section 99

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

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

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

This statement does not include information about:

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

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

Part 1 – Seller and property details

Seller

Property address

(referred to as the
“property” in this
statement)

Lot on plan description

Community titles scheme
or BUGTA scheme:

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

☐ **Yes**

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

☐ **No**

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

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

Title details

The seller gives or has given the buyer the following—

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

☐ **Yes**

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

☐ **Yes**

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

Part 3 – Land use, planning and environment

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

Zoning	The zoning of the property is <i>(Insert zoning under the planning scheme, the Economic Development Act 2012; the Integrated Resort Development Act 1987; the Mixed Use Development Act 1993; the State Development and Public Works Organisation Act 1971 or the Sanctuary Cove Resort Act 1985, as applicable)</i> :		
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.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	The lot is affected by a notice of intention to resume the property or any part of the property.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	<i>If Yes, a copy of the notice, order, proposal or correspondence must be given by the seller.</i>		

* *Transport infrastructure* has the meaning defined in the *Transport Infrastructure Act 1994*. A *proposal* means a resolution or adoption by some official process to establish plans or options that will physically affect the property.

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> .	<input type="checkbox"/> Yes	<input type="checkbox"/> 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).	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	A notice under section 369C(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which an environmental enforcement order applies).	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	A notice under section 347(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which a prescribed transitional environmental program applies).	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Trees	There is a tree order or application under the <i>Neighbourhood Disputes (Dividing Fences and Trees) Act 2011</i> affecting the property.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	<i>If Yes, a copy of the order or application must be given by the seller.</i>		

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).	<input type="checkbox"/> Yes	<input type="checkbox"/> No
-----------------	---	-------------------------------------	------------------------------------

Flooding	Information about whether the property is affected by flooding or another natural hazard or within a natural hazard overlay can be obtained from the relevant local government and you should make your own enquires. Flood information for the property may also be available at the FloodCheck Queensland portal or the Australian Flood Risk Information portal.		
-----------------	---	--	--

Vegetation, habitats and protected plants	Information about vegetation clearing, koala habitats and other restrictions on development of the land that may apply can be obtained from the relevant State government agency.		
--	---	--	--

Part 4 – Buildings and structures

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

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

Part 5 – Rates and services

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

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

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

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

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

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

Part 6 – Community titles schemes and BUGTA schemes

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

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

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

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

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

Signatures – SELLER



Signature of seller

Signature of seller

Name of seller

Name of seller

Date

Date

Signatures – BUYER

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

Signature of buyer

Signature of buyer

Name of buyer

Name of buyer

Date

Date

CURRENT TITLE SEARCH
QUEENSLAND TITLES REGISTRY PTY LTD

Request No: 53976167

Search Date: 05/11/2025 10:00

Title Reference: 50572119

Date Created: 14/09/2005

Previous Title: 11204029

REGISTERED OWNER

Dealing No: 722189095 19/12/2022

LUKE TYRON GALLOW

ZOE AMELIA MORLAND JOINT TENANTS

ESTATE AND LAND

Estate in Fee Simple

LOT 4 SURVEY PLAN 181551
Local Government: BRISBANE CITY
COMMUNITY MANAGEMENT STATEMENT 34433

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 19509074 (POR 152)
2. MORTGAGE No 722189096 19/12/2022 at 14:07
COMMONWEALTH BANK OF AUSTRALIA A.C.N. 123 123 124

ADMINISTRATIVE ADVICES - NIL

UNREGISTERED DEALINGS - NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

COPYRIGHT QUEENSLAND TITLES REGISTRY PTY LTD [2025]
Requested By: D-ENQ EQUIFAX

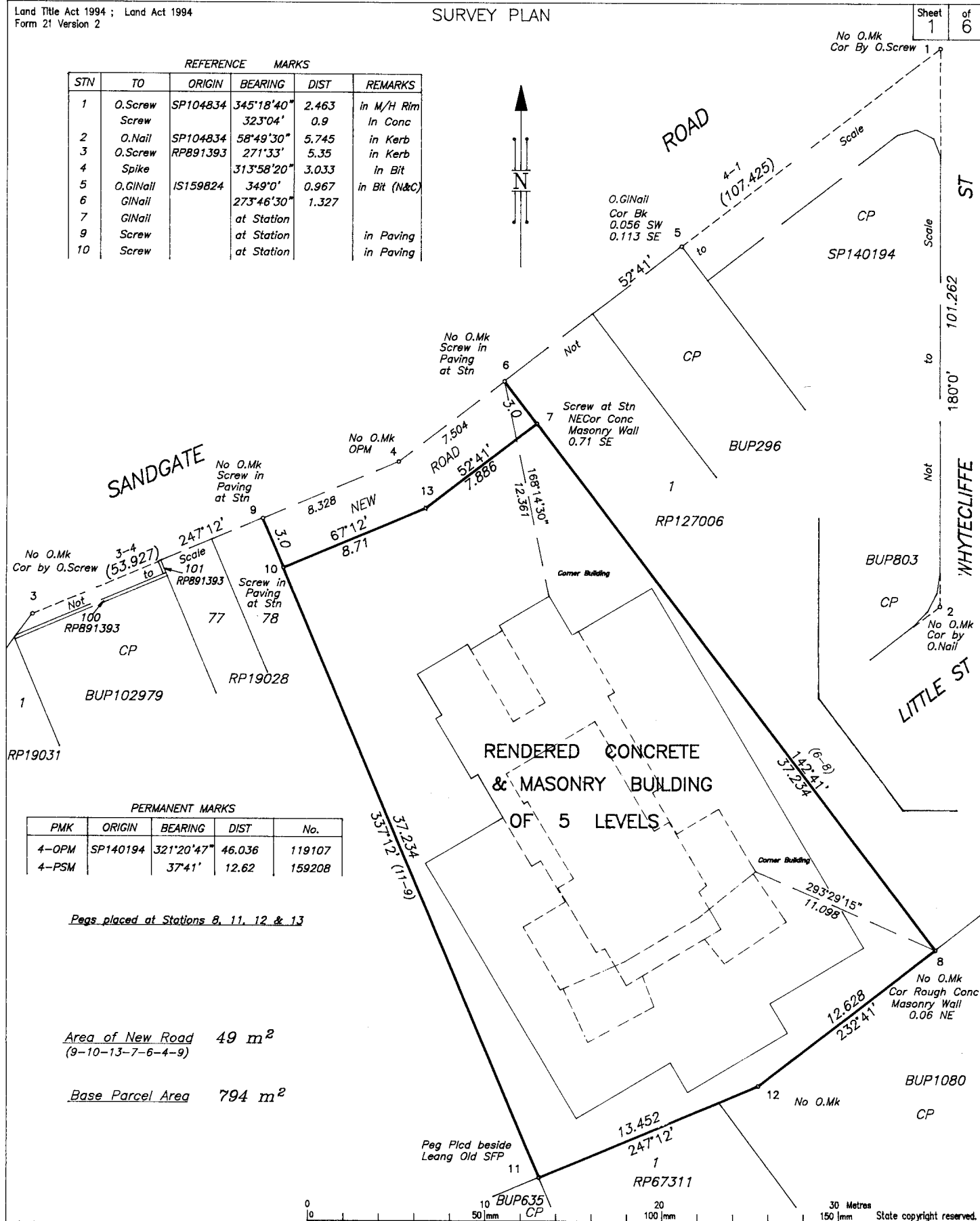
Land Title Act 1994 ; Land Act 1994
Form 21 Version 2

SURVEY PLAN

Sheet 1 of 6

REFERENCE MARKS

STN	TO	ORIGIN	BEARING	DIST	REMARKS
1	O.Screw	SP104834	345°18'40"	2.463	in M/H Rim
	Screw		323°04'	0.9	In Conc
2	O.Nail	SP104834	58°49'30"	5.745	in Kerb
3	O.Screw	RP891393	271°33'	5.35	in Kerb
4	Spike		313°58'20"	3.033	in Bit
5	O.GINail	IS159824	349°0'	0.967	in Bit (N&C)
6	GINail		273°46'30"	1.327	
7	GINail				
9	Screw		at Station		in Paving
10	Screw		at Station		in Paving



PERMANENT MARKS

PMK	ORIGIN	BEARING	DIST	No.
4-OPM	SP140194	321°20'47"	46.036	119107
4-PSM		37°41'	12.62	159208

Pegs placed at Stations 8, 11, 12 & 13

Area of New Road 49 m²
(9-10-13-7-6-4-9)Base Parcel Area 794 m²

I, Alexander Ronald POLLOCK, hereby certify that I have surveyed the land comprised in this plan and that this plan is accurate, that the said survey was performed in accordance with the Survey and Mapping Infrastructure Act 2003 and Surveyors Act 2003 and associated Regulations and Standards and that the said survey was completed on 23rd May, 2005

A.R. Pollock
Cadastral Surveyor
Date: 22/6/2005

PLAN OF

Lots 1 to 6 & Common Property
Cancelling Lots 79 & 80 on RP19028

PARISH: ENOGGERA

COUNTY: Stanley

Meridian: RP19028

F/N: No

Scale: 1:200

Format: Building



SP181551

Plan Status:

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

708965076

\$610.40
09/09/2005 12:09

BE 400 NT

Registered

s. Lodged by

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

1. Certificate of Registered Owners or Lessees.

I/We Eric SVANBERG
Maria Pasquina SVANBERG as Trustee
under Instrument of Trust No.700010850
Trustee

(Names in full)

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

* as Lessees of this land agree to this plan.

Signature of * Registered Owners * ~~Lessees~~

* Rule out whichever is inapplicable

2. Local Government Certificate.

* **BRISBANE CITY COUNCIL**
hereby approves this plan in accordance with the :

% **INTEGRATED PLANNING ACT 1997**

Development
Approval Date :- 24/3/04

Dated this 26th day of August 2005

JANINE ELIZABETH BOYD
Appointed Officer

* Insert the name of the Local Government.
Insert designation of signatory or delegation

% Insert Integrated Planning Act 1997 or
Local Government (Planning & Environment) Act 1990

3. Plans with Community Management Statement :

CMS Number : 34433
Name : ROCMAR

4. References :

Dept File :
Local Govt :
Surveyor :

Existing			Created		
Title Reference	Lot	Plan	Lots	Emts	Road
11204029	79	RP19028	1 to 6 & Common Property		Rd
11204029	80	RP19028	1, 3-6 & Common Property		Rd

Por.152 1-6 & Common Property

Orig Lots

7. Portion Allocation :

a. Map Reference :
9543-33423

a. Locality :
Albion

10. Local Government :
Brisbane C.C.

11. Passed & Endorsed :

By : A.R. Pollack
Date : 22/6/2005
Signed : A.R. Pollack
Designation : Cadastral Surveyor

12. Building Format Plans only.

I certify that :
* As far as it is practical to determine, no part
of the building shown on this plan encroaches
onto adjoining lots or road;
* Part of the building shown on this plan
encroaches onto adjoining lots and road.
A.R. Pollack * 22/6/2005
Cadastral Surveyor/Director Date
*delete words not required

13. Lodgement Fees :

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

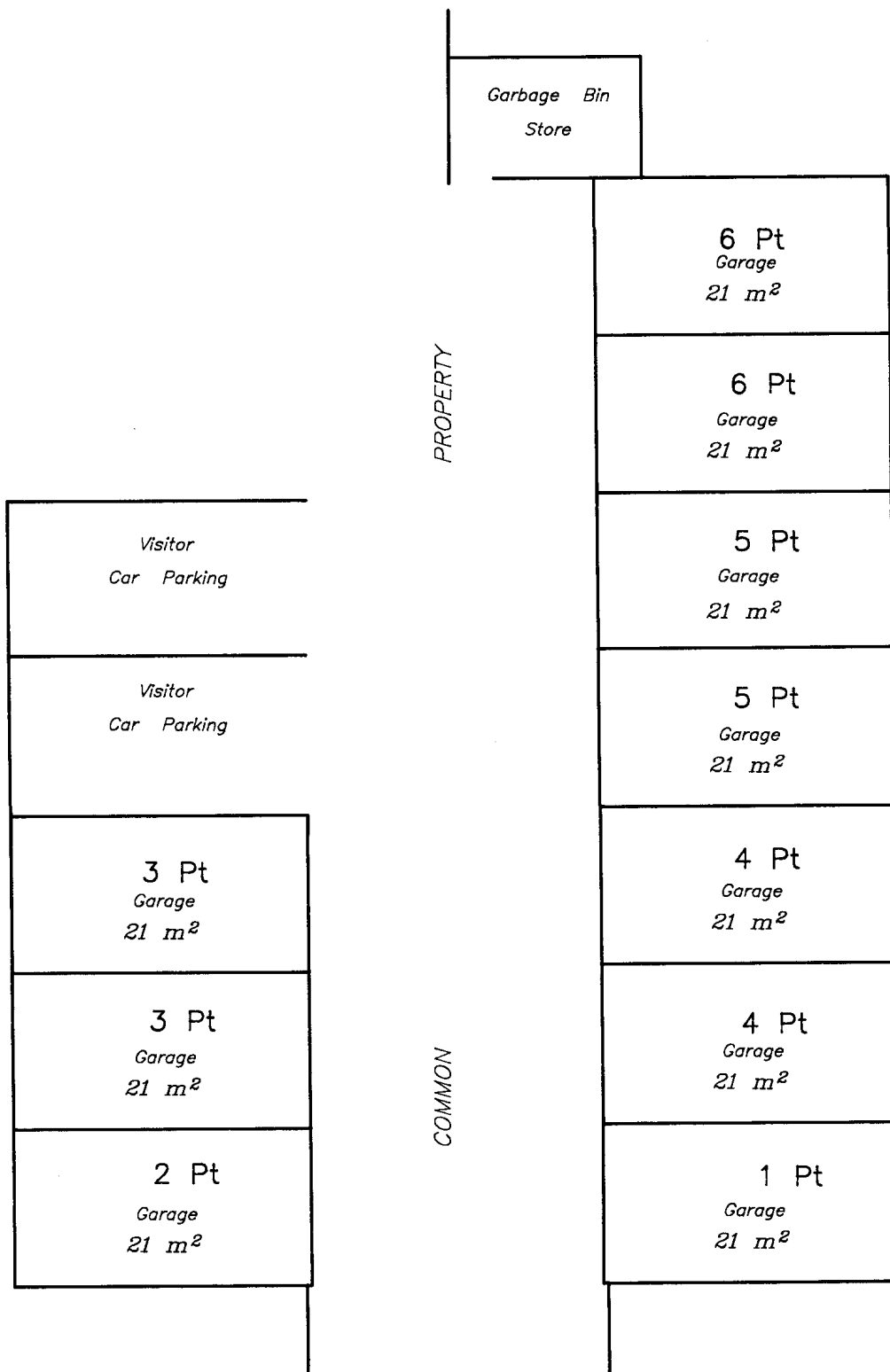
14. Insert
Plan
Number

SP181551

LEVEL A
(Car Parking)

COMMON

PROPERTY



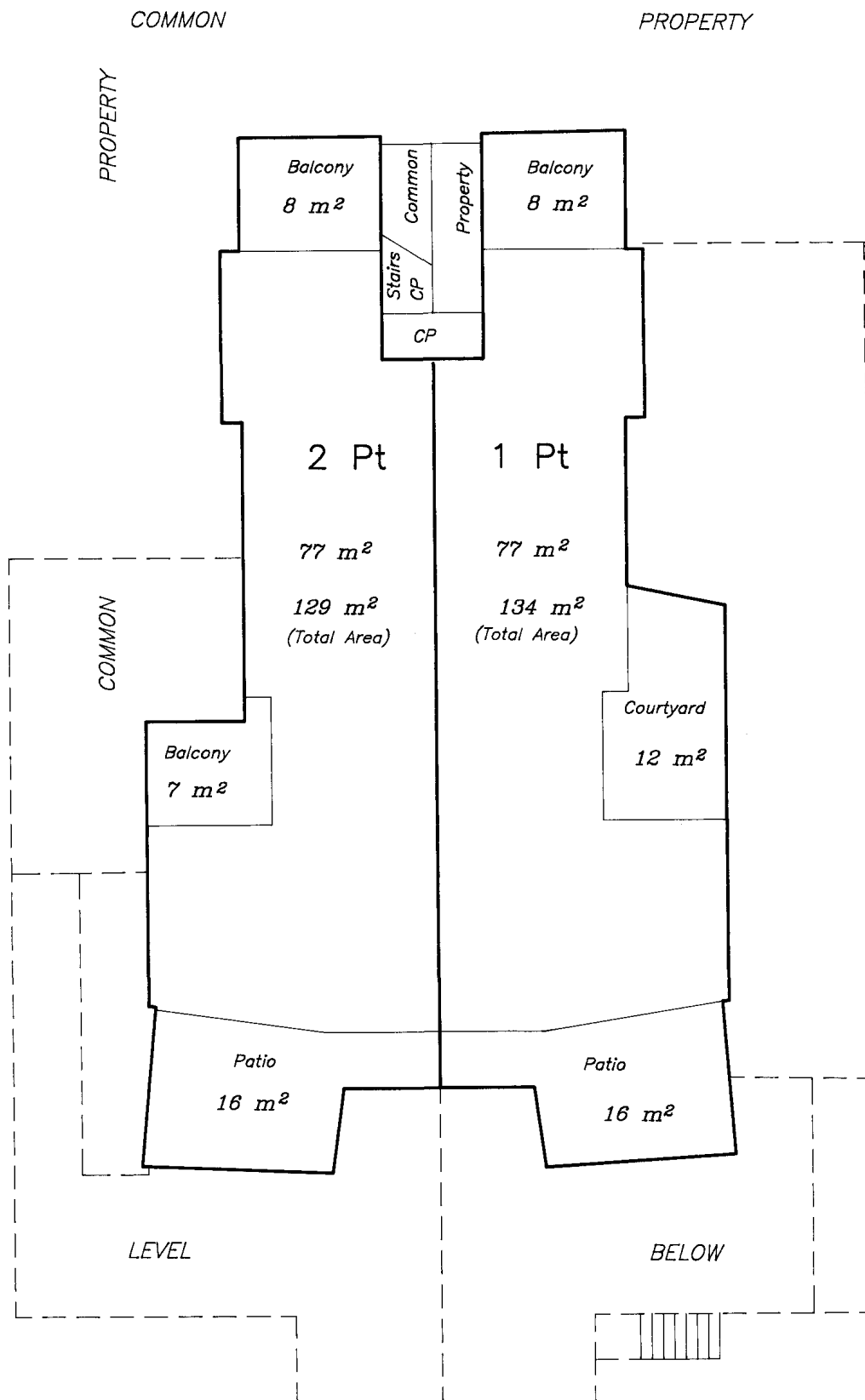
Scale:- 1:100

State copyright reserved.

Insert
Plan
Number

SP181551

LEVEL B



Scale:- 1:100

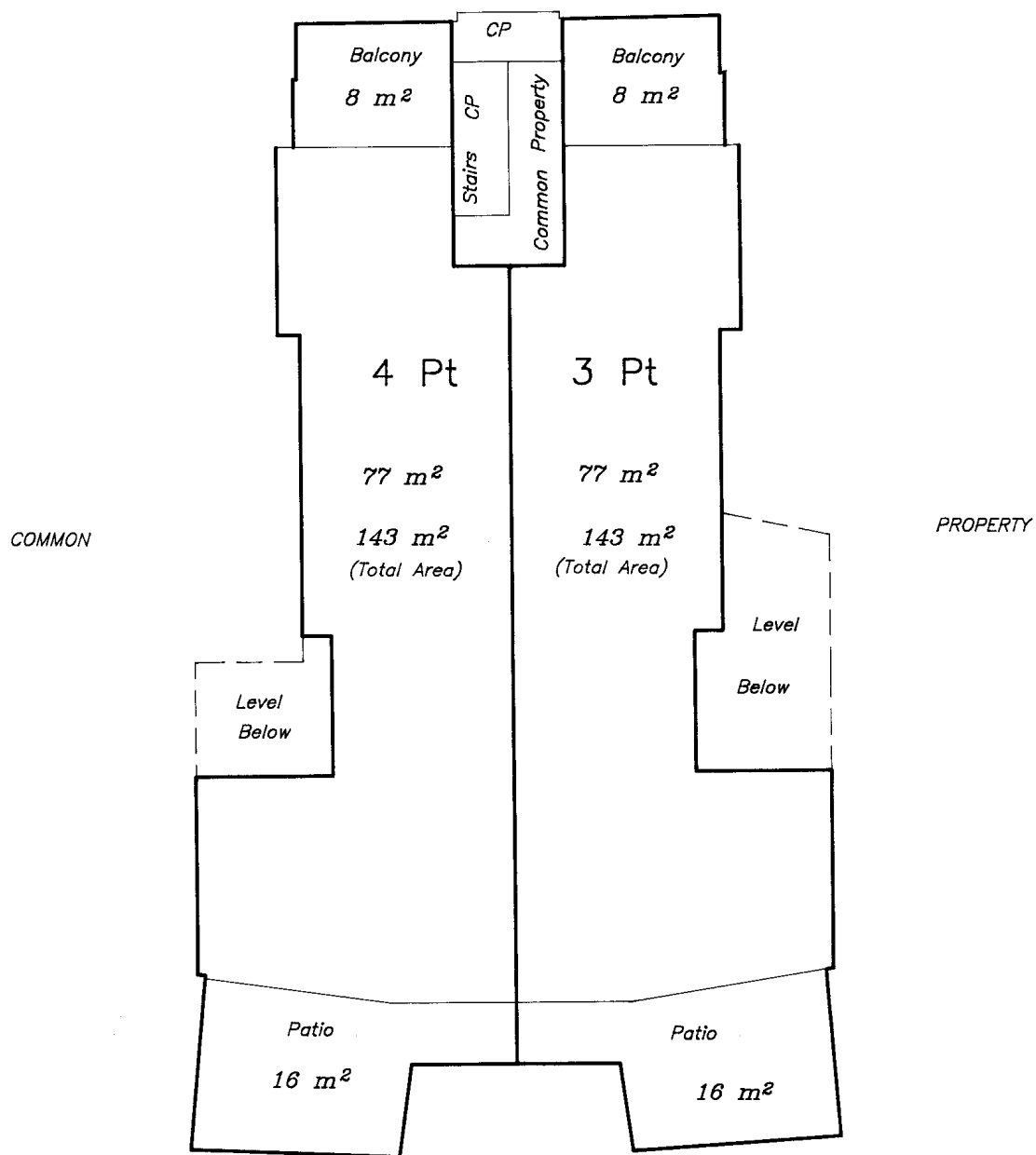
0 5 10 15 Metres
0 50 mm 100 mm 150 mm

State copyright reserved.

Insert
Plan
Number

SP181551

LEVEL C



Scale:- 1:100

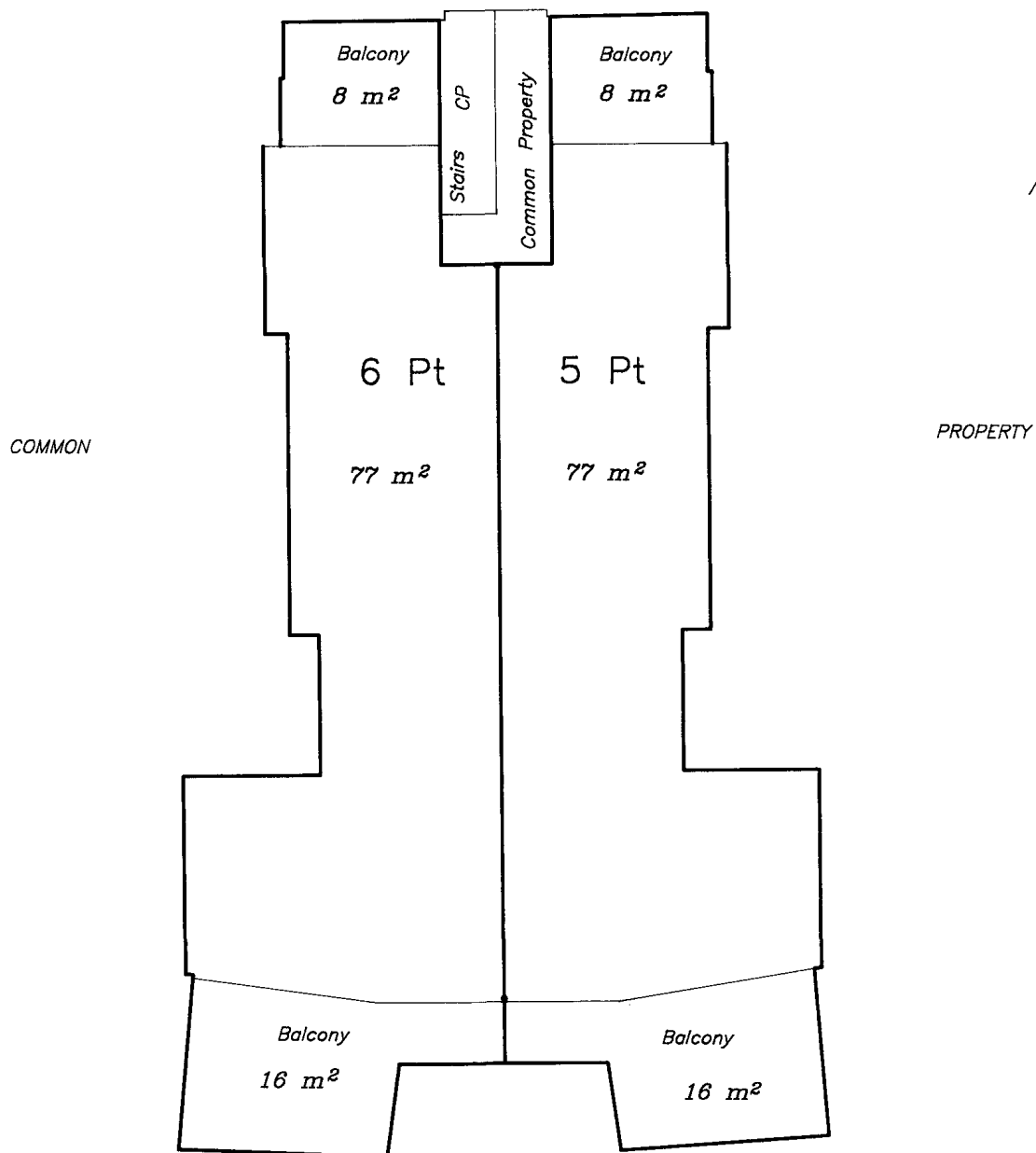
0 5 10 15 Metres
0 50 mm 100 mm 150 mm

State copyright reserved.

Insert
Plan
Number

SP181551

LEVEL D



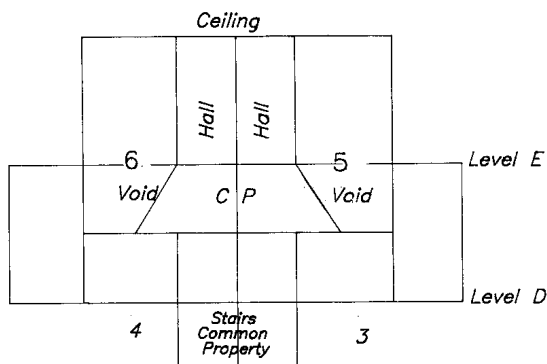
Scale:- 1:100



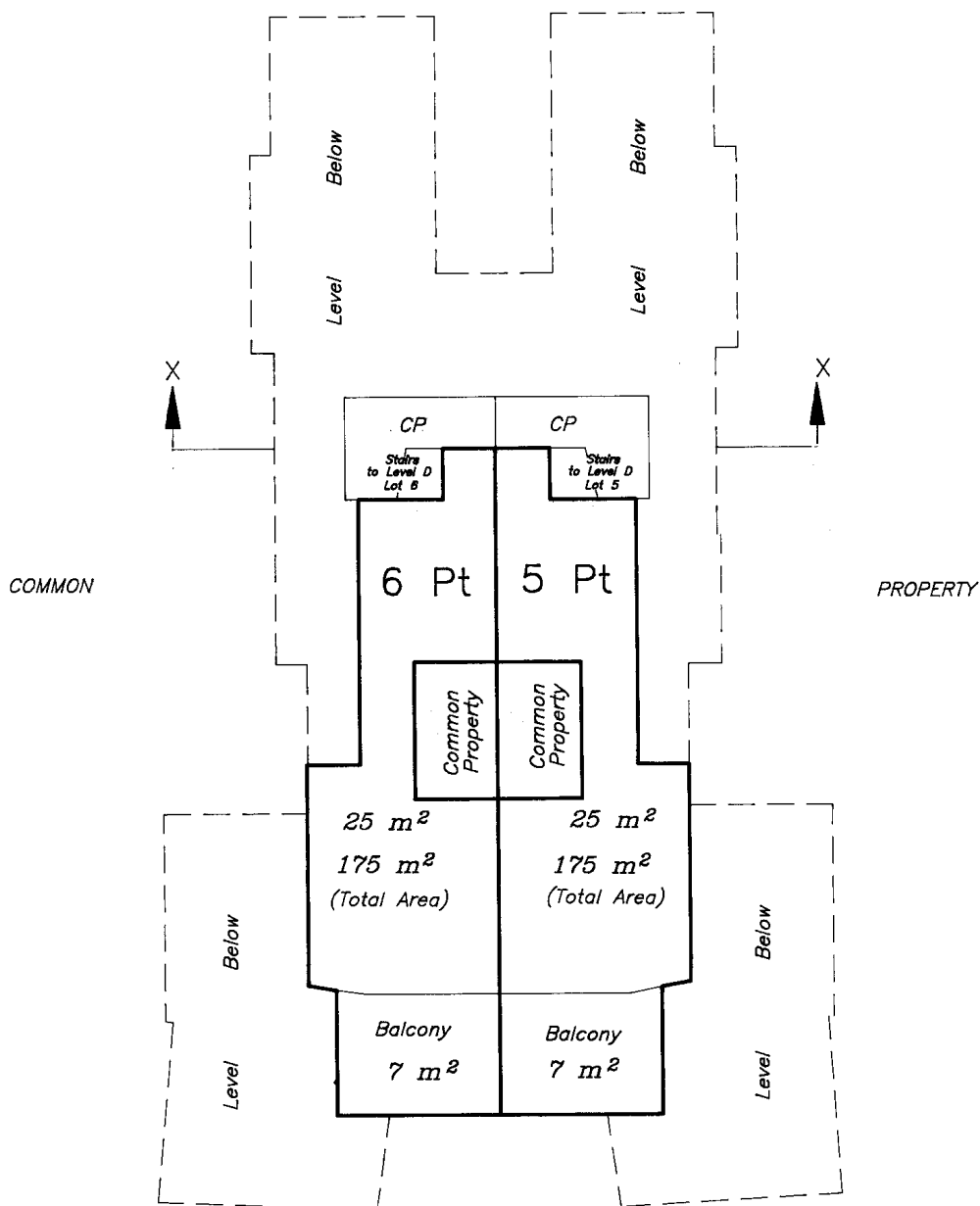
State copyright reserved.

Insert
Plan
Number

SP181551



LEVEL E



Scale:- 1:100



State copyright reserved.

Insert Plan Number

SP181551

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 24/11/2025

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

ROCMAR

CTS No. 34433

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: **Melissa Cumming**

Phone: **07 3262 3527**

Company: **Yule Strata Pty Ltd**

Email: **contactus@yulestrata.com.au**

Accessing records

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

The body corporate is responsible for keeping the body corporate's records and the body corporate manager assists the body corporate with its compliance obligations in this regard

Property and community titles scheme details

Lot and plan details

Lot number: **4**

Plan type and number: **181551**

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?

No

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

Date of Resolution	Lot Description	Conditions
--------------------	-----------------	------------

Lot entitlements and financial information

Lot entitlementments

Lot entitlementments 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 entitlementments – a contribution schedule of lot entitlementments and an interest schedule of lot entitlementments, outlining the entitlementments for each lot in the scheme. The contribution schedule lot entitlementment 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 entitlementment 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 entitlementments and therefore may pay different contributions to the body corporate's expenses.

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

Contribution schedule

Contribution schedule lot entitlementment for the lot: **1**

Total contribution schedule lot entitlementments for all lots: **6**

Interest schedule

Interest schedule lot entitlementment for the lot: **1**

Total interest schedule lot entitlementments for all lots: **6**

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 **4** for the current financial year: \$ **3,340.00**

Number of instalments: **4** (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
01/09/24 to 30/11/24	01/09/24	835.00	835.00	24/07/24
01/12/24 to 28/02/25	01/12/24	835.00	835.00	25/02/25
01/03/25 to 31/05/25	01/03/25	835.00	835.00	01/04/25
01/06/25 to 31/08/25	01/06/25	835.00	835.00	20/06/25
01/09/25****30/11/25	01/09/25	835.00	835.00	19/08/25
01/12/25****28/02/26	01/12/25	835.00	835.00	11/11/25
			Amount overdue	(\$835.00)
			Amount Unpaid including amounts billed not yet due	Nil

Sinking fund contributions

Total amount of contributions (before any discount) for lot **4** for the current financial year: \$ **1,540.00**

Number of instalments: **4** (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
01/09/24 to 30/11/24	01/09/24	370.00	370.00	24/07/24
01/12/24 to 28/02/25	01/12/24	370.00	370.00	04/03/25
01/03/25 to 31/05/25	01/03/25	400.00	400.00	29/04/25
01/06/25 to 31/08/25	01/06/25	400.00	400.00	20/06/25
01/09/25****30/11/25	01/09/25	400.00	400.00	16/09/25
01/12/25****28/02/26	01/12/25	400.00	400.00	
			Amount overdue	(\$130.00)
			Amount Unpaid including amounts billed not yet due	\$270.00

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): **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 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	(\$965.00)
Special contributions	Nil
Other contributions	Nil
Other payments	Nil
Penalties	Nil
Total amount overdue (Total Amount Unpaid including not yet due \$270.00)	(\$965.00)

(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

Current sinking fund balance (as at date of certificate): \$ 22,261.15

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 below

Date	Description	Conditions
------	-------------	------------

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 CHU Insurance	HU0006069989	3,128,965.00		06/09/26	
PUBLIC LIABILITY CHU Insurance	HU0006069989	30,000,000.00		06/09/26	
OFFICE BEARERS CHU Insurance	HU0006069989	5,000,000.00		06/09/26	
CONTENTS CHU Insurance	HU0006069989	6,078.00		06/09/26	
LOSS OF RENT CHU Insurance	HU0006069989	469,344.00		06/09/26	
FIDELITY GUARANTEE CHU Insurance	HU0006069989	250,000.00		06/09/26	
LOT OWNERS FIXTURES CHU Insurance	HU0006069989	250,000.00		06/09/26	
AUDIT & APPEAL COSTS CHU Insurance	HU0006069989	175,000.00		06/09/26	
VOLUNTARY WORKERS CHU Insurance	HU0006069989	200,000/2,000		06/09/26	

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 Yule Strata Pty Ltd

Positions/s held Body Corporate Manager

Date 24/11/2025

Signature/s Thuat Nguyen



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

QUEENSLAND TITLES REGISTRY
Land Title Act 1994, Land Act 1994

GENERAL REQUEST

FORM 14 Version 4
Page 1 of 14

724154509

EC 470 \$113.04
26/06/2025 10:02:26

Billing Number

Duty Imprint

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 a new community management statement for Rocmar Community Titles Scheme 34433

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

Grace Lawyers
PO Box 12962
George Street QLD 4003
brenton.schoch@gracelawyers.com.au
07 3102 4120

Lodger Code

2437

2. Lot on Plan Description

Common Property of Rocmar Community Titles Scheme 34433

Title Reference

50572115

3. Registered Proprietor/State Lessee

Body Corporate for Rocmar Community Titles Scheme 34433

4. Interest

Not Applicable

5. Applicant

Body Corporate for Rocmar Community Titles Scheme 34433

6. Request

I hereby request that: the new CMS deposited herewith which amends Schedule C and Schedule D, be recorded as the new Community Management Statement for Rocmar Community Titles Scheme 34433.

7. Execution by applicant

26/6/2025
Execution Date

Brenton Schoch
Solicitor

Applicant's Solicitor's Signature

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

34433

GISTRY
unity

NEW COMMUNITY MANAGEMENT STATEMENT

NEW CMS Version 1
Page 2 of 14

THIS CMS MUST BE DEPOSITED WITH:

- A FORM 14 GENERAL REQUEST; AND
- A FORM 18C (IF NO EXEMPTION TO THE PLANNING BODY CMS NOTATION APPLIES).

A NEW CMS 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

Rocmar Community Titles Scheme 34433

2. Regulation module

Standard Module

3. Name of body corporate

Body Corporate for Rocmar Community Titles Scheme 34433

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. New CMS exemption to planning body community management statement notation (if applicable*)

Insert exemption clause (if no exemption – insert 'N/A' or 'not applicable')

NOT APPLICABLE PURSUANT TO S. 60(6) OF THE BODY CORPORATE AND COMMUNITY MANAGEMENT ACT 1997

*If there is no exemption or for a first community management statement (CMS), a Form 18C must be deposited with the Request to record the CMS.

8. Consent of body corporate

See Form 20 – BCCM Execution

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.

ROCMAR COMMUNITY TITLES SCHEME 34433

4. Scheme Land


Lot on Plan Description	Title Reference
Common Property of Rocmar Community Titles Scheme 34433	50572115
Lot 1 on SP 181551	50572116
Lot 2 on SP 181551	50572117
Lot 3 on SP 181551	50572118
Lot 4 on SP 181551	50572119
Lot 5 on SP 181551	50572120
Lot 6 on SP 181551	50572121

**BCCM EXECUTION /
RELEVANT CERTIFICATE**

1. Community Titles Scheme (CTS) Name	CTS Number
Rocmar	34433

2. Module Type of BCCM Scheme	Instrument being executed (using this certificate)
Standard Module	New CMS

3. Execution by the Body Corporate for the above Scheme*

Signature		Signature	
Signer Name	Brenton Schoch	Signer Name	
Signer Authority	Legal Practitioner acting for the Body Corporate	Signer Authority	
Entity (if applicable)	Grace Lawyers	Entity (if applicable)	
Execution Date	26/6/2025	Execution Date	

*By executing above the Body Corporate confirms it is in compliance with Section 96 of the *Body Corporate and Community Management Act 1997*.

When this Form should be used:

This form should be used for the execution by a Body Corporate of any Titles Instrument other than a Form 14.

Guidance

Please refer to Parts [45-2060] to [45-2081] of the Land Title Practice Manual for guidance on completion and execution of this form and refer to Part 45 generally for further guidance on titles instruments involving Community Titles Schemes. Some brief guidance on the completion of Item 3 has been included below for the quick reference of those who are already familiar with executions of titles instruments by a Body Corporate.

Signer Authority Guidance:

Representative of a Registered Owner means a natural person (individual) whose name is recorded on the body corporate's roll as the representative of the registered owner of a lot that is included in the scheme – Refer to Part [45-2070-1] of the Land Title Practice Manual.

Registered Owner – Individual means a natural person (individual) who is the registered owner of a lot that is included in the scheme. If a lot is owned by 2 or more people, it is acceptable for only one of the registered owners to sign the relevant certificate – Refer to Part [45-2070-2] of the Land Title Practice Manual.

Registered Owner - Corporation means the officeholder of the position of 'Director' or 'Secretary' for the corporate entity that is the registered owner of the lot. It is acceptable for only one office holder (Director or Secretary) of a Corporate Entity to execute on behalf of the Corporation in this instance, as by doing so they confirm they are signing as Agent on behalf of the Corporation and hold the requisite authority to do so – Refer to Part [45-2070-4] of the Land Title Practice Manual. The name and A.C.N of the corporation must be included in the 'Entity' field.

Body Corporate Manager under Chapter 3, Part 5 means a Body Corporate Manager appointed under Chapter 3, Part 5 of the respective Module Regulations to perform the functions of the body corporate committee. This is applicable only to Standard Module, Small Schemes Module and Accommodation Modules. This type of body corporate manager should not be confused with the more common type of body corporate manager that assists with the administration of the body corporate - Refer to Part [45-2070-5] of the Land Title Practice Manual.

Person specified as Signatory in the Body Corporate resolution authorising the transaction means the person identified (by name) and specifically authorised in the body corporate resolution, as the person who should execute the instrument. By signing in this way, the person signing confirms that they are one and the same person as is specified in the resolution to sign the instrument and that they have the authority to sign it. A copy of the resolution is not required to be deposited with this form to confirm this authority – Refer to Part [45-2060] of the Land Title Practice Manual.

Constructing Authority - Authorised Officer means the officer for the Constructing Authority that is authorised to execute on behalf of the Body Corporate pursuant to Section 12A of the *Acquisition of Land Act 1967* and Section 51 or 51A of the *Body Corporate and Community Management Act 1997*. The name of the Authorised Officer must be completed in the 'Signer Name' field, and the name of the Constructing Authority e.g. 'Department of Transport and Main Roads' must be entered into the 'Entity' section – Refer to Part [45-2068] of the Land Title Practice Manual.

SCHEDULE A SCHEDULE OF ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 1 on SP 181551	1	1
Lot 2 on SP 181551	1	1
Lot 3 on SP 181551	1	1
Lot 4 on SP 181551	1	1
Lot 5 on SP 181551	1	1
Lot 6 on SP 181551	1	1
TOTALS	6	6

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

Sections 66(1)(f) & (g) of the *Body Corporate and Community Management Act 1997* are not applicable.

SCHEDULE C BY-LAWS**1. Noise, nuisance and behaviour**

- (1) The occupier of a lot must not create noise likely to interfere with the peaceful enjoyment of a person lawfully on another lot or the common property.
- (2) An occupier must not use, or permit the use of, a lot or the common property in a way that:
 - (a) causes a nuisance or hazard;
 - (b) interferes unreasonably with the use and enjoyment of another lot; or
 - (c) interferes unreasonably with the use or enjoyment of the common property.
- (3) An occupier must exercise effective control over any children while on scheme land as to ensure they comply with by-law 1(2).

2. 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 section (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.

3. Towing

- (1) In the event that an owner or occupier breaches by-law 2(1) the Body Corporate may, at its discretion and via its duly appointed committee, authorise and appoint a company (the Company) to place a

notification (the notification) on the offending Vehicle requesting the owner or occupier remove the offending Vehicle from the prohibited area, within 24 hours.

- (2) In this event, the Body Corporate and its duly appointed committee will not be responsible for any further actions associated with the placement of the notification. Any dispute will be a matter exclusively between the owner or occupier and the Company.
- (3) In the event that an owner or occupier continues to breach by-law 2(1) by failing to remove the offending Vehicle (irrespective of the notification being given), the Body Corporate may, at its discretion and via its duly appointed committee, authorise and appoint the Company to carry out the removal of the offending Vehicle from the scheme land. In this event the Body Corporate will not be responsible for any further actions associated with the removal or retrieval of such Vehicle. Any dispute will be a matter exclusively between the relevant owner or occupier and the Company.
- (4) The Body Corporate and its duly appointed committee will not be held liable for any charges, costs or invoices associated with the Company's services. The matter will be exclusively between the relevant owner and occupier and the Company.
- (5) The Body Corporate and its duly appointed Committee will not be held liable for any action performed pursuant to the abovementioned by-laws.

Vehicle means any type of car, motor bike or other form of transport which the Committee (acting reasonably) designates as a 'vehicle' from time to time.

4. Electric Vehicle charging

- (1) An owner or occupier must ensure that all charging devices used are compliant and are stored in a safe manner within the manufacturer's specifications and not used in a way which would cause a hazard or increase the risk of harm, injury or damage to persons or property.
- (2) An owner or occupier must only charge an Electric Vehicle within his/her own allocated garage space.
- (3) An owner or occupier must not, without the Body Corporates' written approval, use the common property power to charge an Electric Vehicle.
- (4) An owner or occupier must not, without the Body Corporates' written approval, install a charging device/charging station on their lot or the common property.

Electric Vehicle means all types of vehicles powered by electricity, including but not limited to electric cars, electric motorcycles, electric scooters, electric skateboards, electric hover boards and any other equivalent means of electric transportation.

5. Obstruction

The pathways and driveways on the common property and any easement giving access to the scheme land shall not be obstructed by any of the proprietor or occupiers or invitees or licensees of lots or used by them for any purpose other than the reasonable ingress to and egress from their respective lots and to and from their exclusive use areas (if any) and no proprietor or occupier of a lot shall park or stand or permit to be parked or stood upon common property (other than the part of the common property over which the proprietor or occupier has exclusive use) any vehicle except with the consent in writing of the body corporate.

6. Damage to lawns etc.

- (1) The occupier of a lot must not, without the body corporate's written approval-
 - (a) damage a lawn, garden, tree, shrub, plant or flower on the common property, or
 - (b) use a part of the common property as a garden.
- (2) An approval under subsection (1) must state the period for which it is given.
- (3) However, the body corporate may cancel the approval by giving 7 days written notice to the occupier.

7. Damage to common property

- (1) An occupier of a lot must not, without the body corporate's written approval, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the common property.
- (2) However, an occupier may install a locking or safety device to protect the lot against intruders, or a screen to prevent entry of animals or insects, if the device or screen is soundly built and is consistent with the colour, style and materials of the building.
- (3) The owner of a lot must keep a device installed under subsection (2) in good order and repair.

8. Behaviour of invitees

- (1) A proprietor or occupier of a lot must take all reasonable steps to ensure that the invitees of the proprietor or occupier do not behave in a way likely to interfere with the peaceful enjoyment of another lot or the common property.
- (2) A proprietor of a lot which is the subject of a lease or licence agreement shall take all reasonable steps, including any action available under any such lease or licence agreement, to ensure that any lease or license or other occupier of the lot or their invitees employees and agents comply with the provisions of the by-laws.
- (3) The proprietor 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 an invitee of the proprietor or occupier of their invitees.
- (4) Where these by-laws restrict the behaviour or activity of a proprietor or occupier there shall be imposed upon that proprietor or occupier the obligation not to cause or permit that behaviour or activity.

9. Leaving of rubbish on the common property

The occupier of a lot must not leave rubbish or other materials on the common property in a way or place likely to interfere with the enjoyment of the common property by someone else.

10. Appearance of lot

- (1) The occupier of a lot must not, without the body corporate's written approval, make a change to the external appearance of the lot unless the change is minor and does not detract from the amenity of the lot and its surrounds.
- (2) The occupier of a lot must not, without the body corporate's written approval –
 - (a) hang washing, bedding or another cloth article if the article is visible from another lot or the common property, or from outside the scheme land; or
 - (b) display a sign, advertisement, placard, banner, pamphlet, or similar article if the article is visible from another lot or the common property, or from outside the scheme land.
- (3) This section does not apply to a lot created under a standard format plan of subdivision.

11. Storage of flammable materials

- (1) The occupier of a lot must not, without the body corporate's written approval, store a flammable substance on the common property.
- (2) The occupier of a lot must not, without the body corporate's written approval, store a flammable substance on the lot unless the substance is used or intended for use for domestic purposes.
- (3) However, this section does not apply to the storage of fuel in –
 - (a) the fuel tank of a vehicle, boat or internal combustion engine; or

- (b) a tank kept on a vehicle or boat in which the fuel is stored under the requirements of the law regulating the storage or flammable liquid.

12. Garbage disposal

- (1) Unless the body corporate provides some other way of garbage disposal, the occupier of a lot must –
 - (a) keep a receptacle for garbage in a clean and dry condition and adequately covered on the lot, or on a part of the common property designated by the body corporate for the purpose;
 - (b) store the general refuse wheelie bins within each occupier's gate.
- (2) The occupier of a lot must –
 - (a) comply with all local government local laws about disposal of garbage; and
 - (b) ensure that the occupier does not, in disposing of garbage, adversely affect the health, hygiene or comfort of the occupiers of other lots.
 - (c) Ensure that they, in disposing of garbage, do not leak garbage fluids onto the common property. The occupier must clean any leakage on the common property from the disposal of garbage as soon as reasonably practical.
- (3) The Body Corporate shall be responsible for internal (on site) collection of refuse anti recyclables from the common property. To this extent the Body Corporate shall:-
 - (a) enter into an agreement with the Brisbane City Councils City Waste Services to provide a bulk bin collection service to the common property;
 - (b) indemnify Brisbane City Council and its agents in respect of any damage to the pavement and other driving surfaces; and
 - (c) shall notify future owners of individual lots that the developments has been approved on the basis that an indemnity for refuse collection vehicles to enter the property.

13. Keeping of animals

- (1) An occupier must not, except with the committee's written approval:
 - (a) bring or keep an animal on a lot or the common property; or
 - (b) permit an invitee to bring or keep an animal on a lot or the common property.
- (2) An approval given under this by-law may be given on conditions, as the committee considers reasonable and appropriate in the circumstances.
- (3) In seeking approval, an occupier must provide to the committee such information which the committee reasonably requests in order to consider the application, including (however not limited to) information going to the animal's species, colour, name, health, history, registration and vaccination status, and exhibited behaviours.
- (4) In addition, any approval will always be subject to the following conditions:
 - (a) the animal must be kept within the lot and/or exclusive use area (ensuring however that the animal does not cause a nuisance to other occupiers and is suitably contained within such area);
 - (b) the animal must be restrained or carried when leaving or entering the lot;
 - (c) the animal must not be allowed to urinate or defecate on common property;
 - (d) the animal must be domesticated;
 - (e) the animal must be toilet trained;
 - (f) any mess caused by the animal must be cleaned up, including ensuring any offensive smells are eliminated as soon as possible;
 - (g) the animal must be kept free of vermin and disease;
 - (h) the animal must be properly groomed;

- (i) if requested by the committee, the owner of the animal must supply a veterinary certificate as to the animal's health;
 - (j) the animal must not make any noise or cause any disturbance that is likely to interfere with the enjoyment of the occupier of another lot or any person lawfully using the common property;
 - (k) all local government requirements must be complied with as regards the animal (including as regards registration of the animal).
- (5) An occupier must comply with any reasonable request of the committee to ensure that all applicable conditions of approval are met. If any conditions are not met, the approval may be withdrawn by the committee, however the committee must first give the occupier a reasonable opportunity to respond to any contravention of the conditions.
 - (6) Continued confirmed complaints regarding an animal may result in the approval being withdrawn.
 - (7) An application for written approval for an animal under by-law 13(1)(a) by an occupier, who is not the owner, must be accompanied by a consent from the owner of the lot.
 - (8) This by-law does not apply to a person who has a right to be accompanied by a guide, hearing or assistance dog under the *Guide, Hearing or Assistance Dogs Act 2009*.
 - (9) Where an animal is approved pursuant to this by-law, that approval will not apply to any replacement or additional animal/s. Upon the passing of a prior approved pet the owner/occupier must seek a new approval for any future animal.
 - (10) Prior approvals given will not be affected by this by-law.
 - (11) For the purpose of this by-law, a reference to an 'animal' includes (but is not limited to) dogs, cats, fish, birds, snakes, lizards and crustaceans.

14. Recovery of Body Corporate

If the body corporate expends money to make good damage caused by a breach of the Act or of these by-laws by any proprietor or by any tenants, guests, servants, employees, agents, children, invitees or licensees of the proprietor or any of them the body corporate may recover the amount so expended as a debt in any action in any court of competent jurisdiction from the proprietor of the lot at the time when the breach occurred.

15. Illegal Use of a Lot Prohibited

A proprietor or occupier of a lot must not use (or permit) the lot or the common property for any illegal, unlawful or immoral purpose.

16. Duties of a Proprietor

A proprietor or occupier of a lot ("the lot") must:

- (1) Permit the body corporate and its agents, at all reasonable times on notice (except in case of emergency when no notice shall be required), to enter the lot for the purpose of inspecting the same and maintaining, repairing or renewing pipes, wires, cables and ducts for the time being existing in the lot and capable of being used in connection with the enjoyment of any other lot or common property, or for the purpose of ensuring that the by-laws are being observed.
- (2) Forthwith carry out all work that may be ordered by any competent public authority or local government in respect of the lot other than such work as may be for the benefit of the building generally, and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of the lot;
- (3) Repair and maintain the lot in good and repair, (reasonable wear and tear and damage by fire, storm), and keep the lot clear and free of vermin infestation;
- (4) Only use and enjoy the common property in such a manner as will not unreasonably interfere with the use and enjoyment thereof by other proprietors or tenants or their invitees, licensees, employees, servants and agents;
- (5) Not use the lot (or permit) the same to be used in such manner or for such purpose as shall cause a nuisance or hazard to any occupier of another lot (whether a proprietor or not) or the associates and staff of such occupier;

- (6) Notify the body corporate forthwith upon any change of ownership, lease or sub-lease, or of any mortgage or other similar dealing in connection with the lot;
- (7) Not without the consent in writing of the body corporate or the relevant government authority, as necessary, perform any works or erect any structure to allow the same in on or to the lot which will in any way alter the external appearance of the building or the layout and construction of the services being the property of the body corporate;
- (8) Not allow outside radio or television aerials or telecommunication reception dishes or bowls or other similar apparatus to be erected without written permission of the body corporate;
- (9) Not allow any structural alteration to be made to any lot, (including any alteration to gas, water or electrical installations) without the prior permission in writing of the body corporate (other than as may be allowed in accordance with the Act or the regulation module applicable to the Community Titles Scheme) or the relevant government authority), as necessary;
- (10) Not allow any extended blinds or awnings (other than those installed and incorporated by the original proprietor in the development of the building) to be erected without the prior consent in writing of the body corporate;
- (11) Ensure that the windows in the lot are kept clean, and ensure those windows are promptly repaired with fresh glass of the same kind and weight as at present if the window glass becomes broken or cracked in any case where the replacement of such broken or cracked glass is not the responsibility of the body corporate;
- (12) Not waste water, and shall ensure that all water taps in the lot or on common property are properly turned off after use;
- (13) Give to the body corporate prompt notice of any accident to or defect in the water pipes, gas pipes, electric installations or fixtures in the lot which comes to his knowledge, and allow the body corporate full authority (by its agents or servants) in the circumstances having regard to the urgency involved, to examine or make such repairs or renovations as they may deem necessary for the safety and preservation of the building as often as may be necessary;
- (14) Give a copy of these By-laws to the lessee or tenant or other occupier of any lot;
- (15) Not do anything on a lot or on common property which might prejudice or increase the cost of any insurances held by the body corporate.

17. Pipes and Drains

The water closets, conveniences and other water apparatus (including waste pipes and drains installed in the lots and in the common property) shall not be used for any purpose other than the purpose for which they were constructed, and no sweepings or rubbish or other unsuitable substance shall be deposited therein. Any damage or blockage resulting to such water closets, conveniences and water apparatus (including waste pipes and drains installed in the lots and in the common property) from misuse or negligence, irrespective of whether the damage or misuse is caused by such proprietor's own actions or those of his tenants, servants, employees, agents, invitees or licensees shall be the responsibility of the owner.

18. Air-Conditioning

- (1) Air-conditioning units switching the lots are located within the relevant lot and are the property of the proprietor of the lot.
- (2) The air-conditioning units are to be maintained by the proprietor of the lot and at the proprietor's cost.
- (3) The air-conditioning units are not to be moved or removed without the consent of the body corporate.

19. Exclusive use for courtyard

- (1) The proprietor of Lots 1 & 2 have the exclusive use of the area shown in Schedule E in the First Community Management Statement for Rocmar and the sketch plan marked "A" to the said Schedule E.

- (2) The proprietor and occupier enjoying from time to time the exclusive use of the courtyard area shall keep and maintain that part of the common property to which the proprietor and/or occupier is entitled to use exclusively clean and tidy and generally in good order, maintenance and repair to the same extent as the duties that are otherwise imposed upon the Body Corporate pursuant to the provisions of the Act and Regulations Mode.
- (3) The exclusive use are referred to in by-law 19(1) may be used for courtyards only.

20. Balconies and Terraces

All balconies and terraces shown on the approved drawings and document, are to remain unenclosed with no shutters, glazing, louvres or similar permanent structures other than those clearly depicted on the approved drawings.

21. Screening to Air-Conditioning Units

A proprietor of a Lot or the Body Corporate as the case may be shall maintain suitable screening to all air conditioning units, lift motor rooms, plant and service facilities located at the top of or on the external face of the building with materials that are consistent with materials used elsewhere on the facade of the building. In particular, ensure that any proposed external air conditioning units positioned within individual balcony areas are screened at all times from any location outside the site.

22. Smoking

- (1) An owner, occupier or invitee must not Smoke on the common property.
- (2) An owner, occupier or invitee must not Smoke anywhere on scheme land (including, but not limited to, on common property and within a lot (including on a balcony, terrace or courtyard of a lot)) so as to:
- (a) cause a nuisance or hazard to another owner, occupier or invitee;
 - (b) interfere unreasonably with the use and enjoyment of another lot; or
 - (c) interfere unreasonably with the use or enjoyment of the common property.
- (3) Any Smoke drift caused by an owner, occupier or invitee must not cause an unreasonable interference, nuisance and/or hazard to another owner, occupier or invitee's use and enjoyment of another lot or common property.

Smoke means, to hold or otherwise have control over an ignited smoking product (including vapes and similar products)

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

Statutory Easement and Service Easement Allocation Matrix

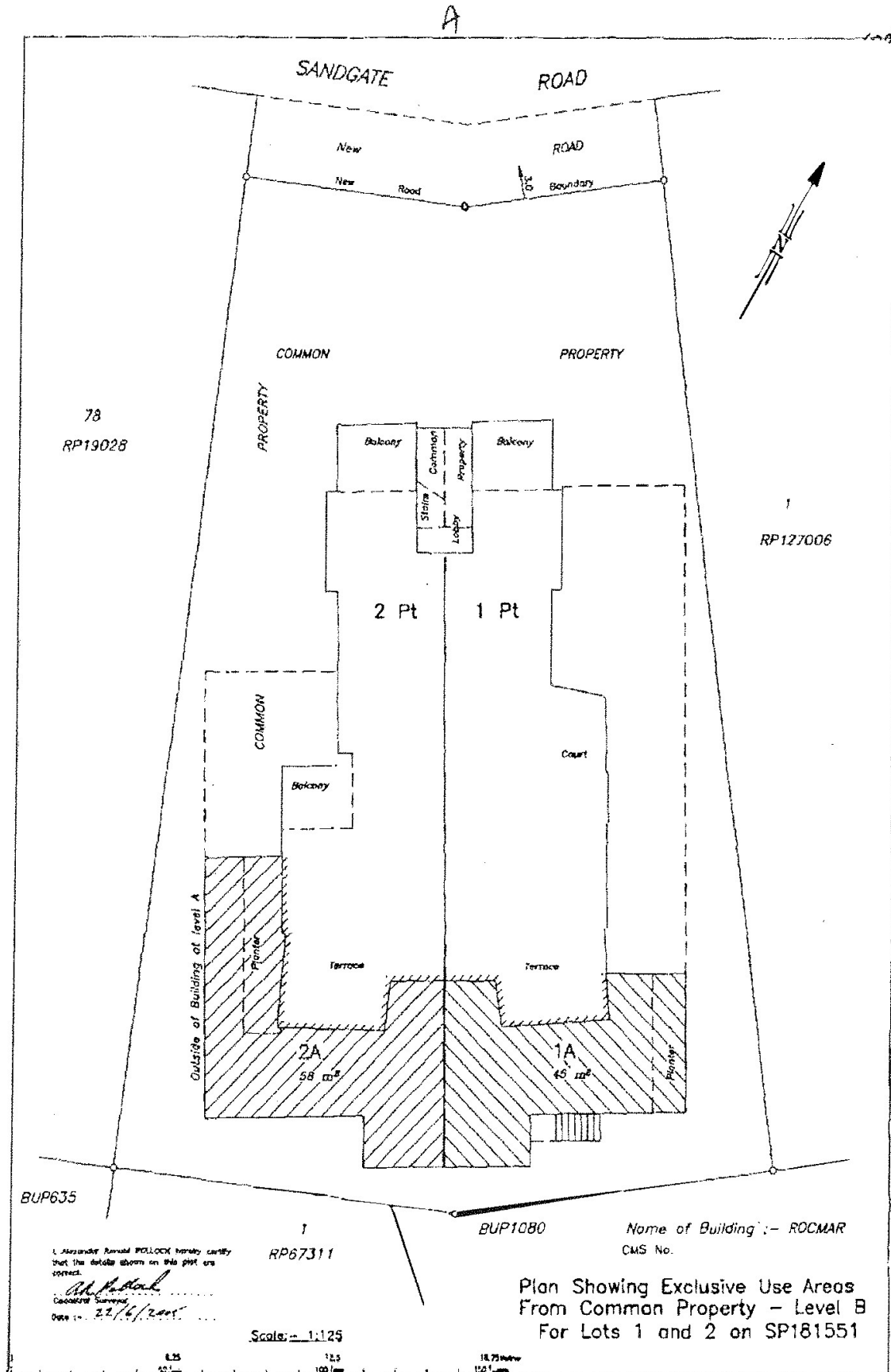
LOTS AFFECTED BY SERVICE EASEMENTS AND STATUTORY EASEMENTS

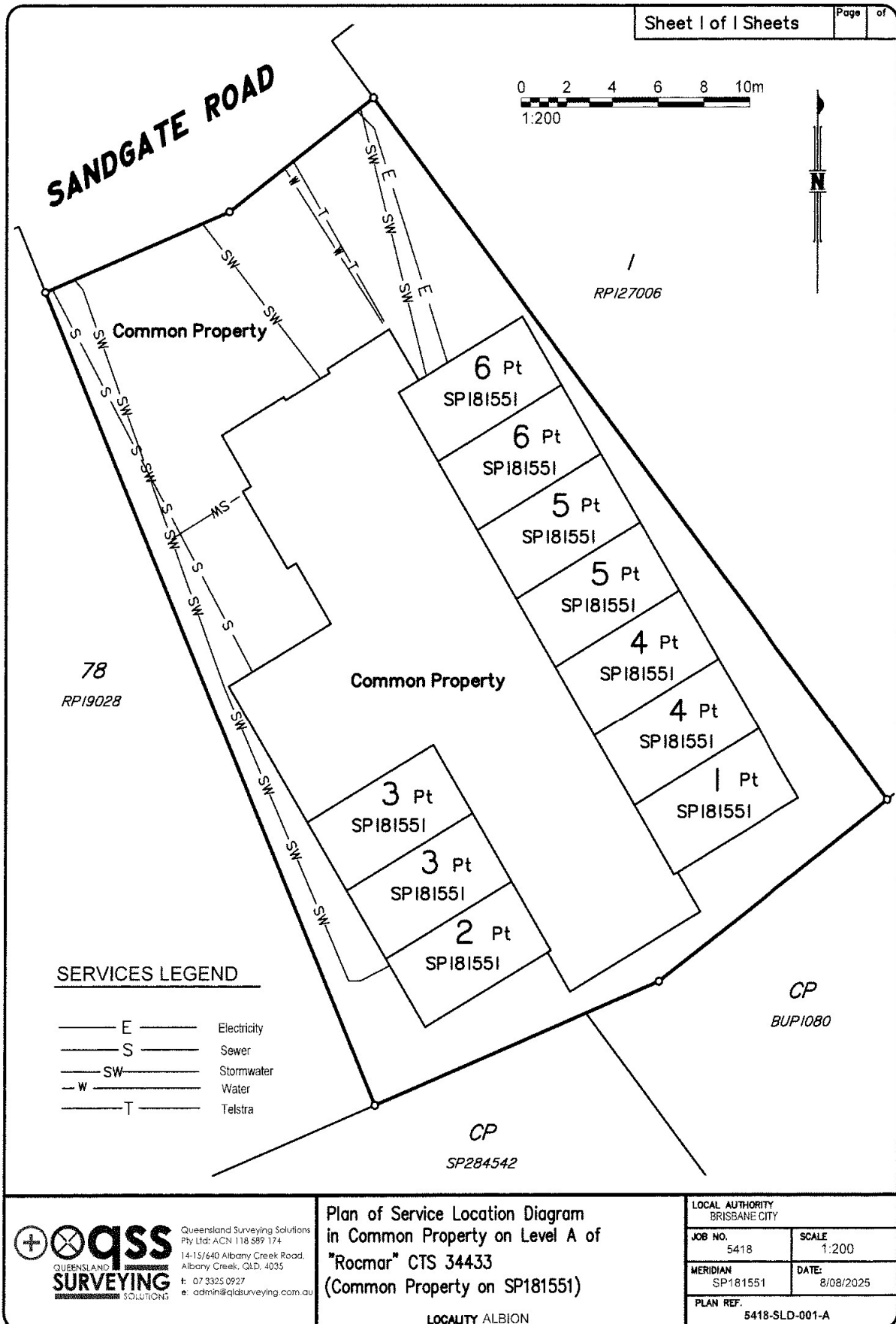
Lot on Plan	Statutory Easement	Service Location Diagram showing Service Easements
CP of Rocmar	Water, electricity, telephone, sewerage, drainage, support, shelter and protection	Annexure "B" (page 14 of 14)
Lots 1-6 on SP 181551	Water, electricity, telephone, sewerage, drainage, support, shelter and protection	Annexure "B" (page 14 of 14)

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

Exclusive Use – Courtyard as per Schedule and Plan marked "A" attached

Lot on Plan	Exclusive Use Area
Lot 1 on SP 181551	Area marked "1A" on Plan of Exclusive Use marked "A"
Lots 2 on SP 181551	Area marked "2A" on Plan of Exclusive Use marked "A"







Level 14, 260 Queen Street
Brisbane QLD 4000

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0006069989
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	06/09/2025 to 06/09/2026 at 4:00pm
The Insured	BODY CORPORATE FOR ROCMAR COMMUNITY TITLE SCHEME 34433
Situation	415 SANDGATE ROAD ALBION QLD 4010

Policies Selected

Policy 1 – Insured Property

Building: \$3,128,965

Common Area Contents: \$6,078

Loss of Rent & Temporary Accommodation (total payable): \$469,344

Policy 2 – Liability to Others

Sum Insured: \$30,000,000

Policy 3 – Voluntary Workers

Death: \$200,000

Total Disablement: \$2,000 per week

Policy 4 – Fidelity Guarantee

Sum Insured: \$250,000

Policy 5 – Office Bearers' Legal Liability

Sum Insured: \$5,000,000

Policy 6 – Machinery Breakdown

Not Selected

Policy 7 – Catastrophe Insurance

Not Selected

Policy 8 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000

Appeal expenses – common property health & safety breaches: \$100,000

Legal Defence Expenses: \$50,000

Policy 9 – Lot owners' fixtures and improvements (per lot)

Sum Insured: \$250,000



Flood Cover is included.

Date Printed

10/11/2025

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

YULESTRATA

BODY CORPORATE MANAGERS

Level 1 - 38 Hudson Road, Albion QLD 4010

PO Box 76, Clayfield QLD 4011

ROCMAR CTS 34433

415 Sandgate Road Albion Qld 4010

BALANCE SHEET

AS AT 31 AUGUST 2025

	ACTUAL 31/08/2025	ACTUAL 31/08/2024
<u>OWNERS FUNDS</u>		
Administrative Fund	10,972.66	5,670.08
Sinking Fund	21,755.27	65,087.97
<u>TOTAL</u>	<u>\$ 32,727.93</u>	<u>\$ 70,758.05</u>
<u>THESE FUNDS ARE REPRESENTED BY</u>		
<u>CURRENT ASSETS</u>		
Cash At Bank	40,394.43	71,698.03
Prepayments	0.00	6,266.92
<u>TOTAL ASSETS</u>	<u>40,394.43</u>	<u>77,964.95</u>
<u>LIABILITIES</u>		
Creditors	2,825.00	3,544.40
Accrued Expenses	57.00	0.00
Levies In Advance	4,784.50	3,662.50
<u>TOTAL LIABILITIES</u>	<u>7,666.50</u>	<u>7,206.90</u>
<u>NET ASSETS</u>	<u>\$ 32,727.93</u>	<u>\$ 70,758.05</u>

YULESTRATA

BODY CORPORATE MANAGERS

Level 1 - 38 Hudson Road, Albion QLD 4010

PO Box 76, Clayfield QLD 4011

ROCMAR CTS 34433

415 Sandgate Road Albion Qld 4010

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 SEPTEMBER 2024 TO 31 AUGUST 2025

	ACTUAL	BUDGET	ACTUAL
	01/09/24-31/08/25	01/09/24-31/08/25	01/09/23-31/08/24
<u>ADMINISTRATIVE FUND</u>			
<u>INCOME</u>			
Levies - Administrative Fund	20,040.00	20,040.00	20,040.00
<u>TOTAL ADMIN. FUND INCOME</u>	20,040.00	20,040.00	20,040.00
<u>EXPENDITURE - ADMIN. FUND</u>			
Accounting - Tax Return Fee	66.00	66.00	66.00
Auditors - Audit Services	453.20	453.20	0.00
Bank Charges	54.80	35.00	29.15
Building Repairs	0.00	250.00	0.00
Cleaning And/Or Gardening	2,981.00	7,000.00	6,843.68
Electrical Repairs	0.00	250.00	0.00
Fire Control	1,970.10	2,500.00	2,380.40
Insurance - Premium	6,266.92	6,266.92	5,467.47
Land Valuation To Owners	13.20	13.20	0.00
Management Fees	883.00	888.00	875.00
Management Fees - Additional	478.40	0.00	742.50
Management Fees - Disbursement	420.00	420.00	404.00
Monthly Status Report	155.00	155.00	144.00
Pest Control	495.00	1,000.00	891.00
Plumbing & Drainage	0.00	500.00	0.00
Postage At Cost	30.00	25.00	21.60
Software Support	85.80	85.80	56.10
Storage Of Records	44.00	44.00	33.00
Taxation - Return Preparation	143.00	143.00	132.00
Utilities - Electricity	0.00	500.00	0.00
Utilities - Water & Sewerage	0.00	175.00	0.00
Quotes/Work Orders Issued	198.00	440.00	363.00
<u>TOTAL ADMIN. EXPENDITURE</u>	14,737.42	21,210.12	18,448.90
<u>SURPLUS / DEFICIT</u>	\$ 5,302.58	\$ (1,170.12)	\$ 1,591.10
Opening Admin. Balance	5,670.08	5,670.08	4,078.98
<u>ADMINISTRATIVE FUND BALANCE</u>	\$ 10,972.66	\$ 4,499.96	\$ 5,670.08

YULESTRATA

BODY CORPORATE MANAGERS

Level 1 - 38 Hudson Road, Albion QLD 4010

PO Box 76, Clayfield QLD 4011

ROCMAR CTS 34433

415 Sandgate Road Albion Qld 4010

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 SEPTEMBER 2024 TO 31 AUGUST 2025

	ACTUAL	BUDGET	ACTUAL
	01/09/24-31/08/25	01/09/24-31/08/25	01/09/23-31/08/24
<u>SINKING FUND</u>			
<u>INCOME</u>			
Levies - Sinking Fund	9,240.00	9,240.00	8,700.00
<u>TOTAL SINKING FUND INCOME</u>	9,240.00	9,240.00	8,700.00
<u>EXPENDITURE - SINKING FUND</u>			
Building Repairs	40,068.60	0.00	3,330.00
Building Survey & Audit	1,144.00	0.00	0.00
Electrical Works	546.70	0.00	847.00
Fire Protection	0.00	0.00	1,056.00
Gardens & Grounds	0.00	0.00	1,783.29
Legal Fees	2,165.35	0.00	0.00
Plumbing & Drainage	6,160.95	0.00	1,155.00
Pump Replacement/Major Works	2,487.10	0.00	825.00
<u>TOTAL SINK. FUND EXPENDITURE</u>	52,572.70	0.00	8,996.29
<u>SURPLUS / DEFICIT</u>	\$ (43,332.70)	\$ 9,240.00	\$ (296.29)
Opening Sinking Fund Balance	65,087.97	65,087.97	65,384.26
<u>SINKING FUND BALANCE</u>	\$ 21,755.27	\$ 74,327.97	\$ 65,087.97

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Search Date: 24/11/2025 14:09

Request No: 54212195

SCHEME NAME

ROCMAR COMMUNITY TITLES SCHEME 34433

BODY CORPORATE ADDRESS

PO BOX 76
CLAYFIELD QLD
4011

COMMUNITY MANAGEMENT STATEMENT No: 34433

Title	Lot	Plan	Title	Lot	Plan
50572115	CP	SP 181551	50572116	1	SP 181551
50572117	2	SP 181551	50572118	3	SP 181551
50572119	4	SP 181551	50572120	5	SP 181551
50572121	6	SP 181551			

COMMUNITY MANAGEMENT STATEMENT Dealing No: 724154509

** End of Community Titles Scheme Search **