

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 28/11/2025

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

KURANDA - 17 MITCHELL STREET

CTS No. **26318**

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: **Katrina Whitehouse**

Phone: **(07) 3220 9400**

Company: **Archers BCM (Brisbane) Pty Ltd**

Email: **brisbane@abcm.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: **12**

Plan type and number: **114277**

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:

given with this certificate and listed below

Date of Resolution	Lot Description	Conditions
09/12/98	1 Area 1 on EU Plan, bylaw 32	Exclusive use
09/12/98	2 Area 2 on EU plan	By-Law 32 - Carpark
09/12/98	3 Area 3 on EU plan	By-Law 32 - Carpark
09/12/98	4 Area 4 on EU plan	By-Law 32 - Carpark
09/12/98	5 Area 5 on EU plan	By-Law 32 - Carpark
09/12/98	6 Area 6 on EU plan	By-Law 32 - Carpark
09/12/98	7 Area 7 on EU plan	By-Law 32 - Carpark
09/12/98	8 Area 8 on EU plan	By-Law 32 - Carpark
09/12/98	9 Area 9 on EU plan	By-Law 32 - Carpark
09/12/98	10 Area 10 on EU plan	By-Law 32 - Carpark
09/12/98	11 Area 11 on EU plan	By-Law 32 - Carpark
09/12/98	12 Area 12 on EU plan	By-Law 32 - Carpark
09/12/98	13 Area 13 on EU plan	By-Law 32 - Carpark

given with this certificate and listed below

Date of Resolution	Lot Description	Conditions
09/12/98	14 Area 14 on EU plan	By-Law 32 - Carpark
09/12/98	15 Area 15 on EU plan	By-Law 32 - Carpark
09/12/98	16 Area 16 on EU plan	By-Law 32 - Carpark

Lot entitlements and financial information

Lot entitlements

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

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

Contribution schedule

Contribution schedule lot entitlement for the lot: **1.00**

Total contribution schedule lot entitlements for all lots: **16.00**

Interest schedule

Interest schedule lot entitlement for the lot: **1.00**

Total interest schedule lot entitlements for all lots: **16.00**

Statement of accounts

The most recent statement of accounts prepared by the body corporate for the notice of the annual general meeting for the scheme is given with this certificate.

Owner contributions (levies)

The contributions (levies) paid by each lot owner towards body corporate expenses is determined by the budgets approved at the annual general meeting of the body corporate.

You need to pay contributions to the body corporate's administrative fund for recurrent spending and the sinking fund for capital and non-recurrent spending.

If the Commercial Module applies to the community titles scheme, there may also be a promotion fund that owners of lots have agreed to make payments to.

WARNING: You may have to pay a special contribution if a liability arises for which no or inadequate provision has been made in the body corporate budgets.

The contributions payable by the owner of the lot that this certificate relates to are listed over the page.

Body corporate debts

If any contributions or other body corporate debt (including penalties or reasonably incurred recovery costs) owing in relation to the lot are not paid before you become the owner of the property, **YOU WILL BE LIABLE TO PAY THEM TO THE BODY CORPORATE.** Before signing the contract, you should make sure that the contract addresses this or provides for an appropriate adjustment at settlement.

Owner contributions and amounts owing

Administrative fund contributions

Total amount of contributions (before any discount) for lot **12** for the current financial year: \$ **\$3,735.38**

Number of instalments: **4** (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
01/12/24	799.22	799.22	28/11/24
01/03/25	799.22	799.22	27/02/25
01/06/25	1,068.47	1,068.47	29/05/25
01/09/25	1,068.47	1,068.47	27/08/25
01/12/25	933.84	933.84	27/11/25
01/03/26	933.84	933.84	

Amount overdue **(\$933.84)**

Amount Unpaid including amounts billed not yet due **\$0.00**

Sinking fund contributions

Total amount of contributions (before any discount) for lot **12** for the current financial year: \$ **\$3,812.88**

Number of instalments: **4** (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
01/12/24	437.00	437.00	28/11/24
01/03/25	437.00	437.00	27/02/25
01/06/25	1,469.44	1,469.44	29/05/25
01/09/25	1,469.44	1,469.44	27/08/25
01/12/25	953.22	953.22	27/11/25
01/03/26	953.22	953.22	

Amount overdue **(\$953.22)**

Amount Unpaid including amounts billed not yet due **\$0.00**

Special contributions - Administrative Fund (IF ANY)

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

Total amount of contributions (before any discount) **Nil**

Number of instalments: **0** (outlined below)

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

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

Due date	Amount due	Amount due if discount applied	Paid
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Amount overdue **Nil**

Amount Unpaid including amounts billed not yet due **\$0.00**

Special contributions - Sinking Fund (IF ANY)

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

Total amount of contributions (before any discount) **Nil**

Number of instalments: **0** (outlined below)

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

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

Due date	Amount due	Amount due if discount applied	Paid
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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
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Summary of amounts due but not paid by the current owner

At the date of this certificate

Annual contributions	(\$1,887.06)
Special contributions	Nil
Other contributions	Nil
Other payments	Nil
Penalties	Nil
Total amount overdue (Total Amount Unpaid including not yet due \$0.00)	(\$1,887.06)

(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: 14/12/21

Current sinking fund balance (as at date of certificate): \$ 72,277.01

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
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Body corporate assets

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

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

Description	Type	Acquisition	Supplier	Original Cost	Cost To Date	Market Value
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Insurance

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

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

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

Body corporate insurance policies

Details of each current insurance policy held by the body corporate including, for each policy, are given with this certificate.

TYPE/COMPANY	POLICY NO.	SUM INSURED	PREMIUM	DUE DATE	EXCESS
BUILDING CHU UNDERWRITING	TBA	7,851,198.00	15,608.56	30/11/26	2,000 All Other Claims 5,000 Water Damage / Burst Pipes
PUBLIC LIABILITY CHU UNDERWRITING	TBA	20,000,000.00	Included	30/11/26	2,000 All Other Claims 5,000 Water Damage / Burst Pipes
OFFICE BEARERS CHU UNDERWRITING	TBA	5,000,000.00	Included	30/11/26	2,000 All Other Claims 5,000 Water Damage / Burst Pipes
LOSS OF RENT CHU UNDERWRITING	TBA	1,177,679.00	Included	30/11/26	2,000 All Other Claims 5,000 Water Damage / Burst Pipes
BUILDING CATASTROPHE CHU UNDERWRITING	TBA	2,355,359.00	Included	30/11/26	2,000 All Other Claims 5,000 Water Damage / Burst Pipes

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 Archers BCM (Brisbane) Pty Ltd

Positions/s held Body Corporate Manager

Date 28/11/2025

Signature/s *K. Whitehouse*

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

KURANDA - 17 MITCHELL STREET CTS 26318

BALANCE SHEET

AS AT 30 NOVEMBER 2024

	ACTUAL 30/11/2024	ACTUAL 30/11/2023
<u>OWNERS FUNDS</u>		
Administrative Fund	(3,743.26)	(1,996.74)
Sinking Fund	52,499.83	107,762.45
<u>TOTAL</u>	<u>\$ 48,756.57</u>	<u>\$ 105,765.71</u>
<u>THESE FUNDS ARE REPRESENTED BY</u>		
<u>ASSETS</u>		
Cash At Bank	63,389.68	108,923.13
Other Arrears	33.00	0.00
Sundry Debtors	658.33	17.15
Prepayments	1,058.10	12,801.31
<u>TOTAL ASSETS</u>	<u>65,139.11</u>	<u>121,741.59</u>
<u>LIABILITIES</u>		
Provision For Income Tax	0.00	25.50
Sundry Creditors	1,864.80	1,492.85
Accrued Expenses	2,155.54	333.06
All Levies Rec'd In Advance	12,362.20	14,124.47
<u>TOTAL LIABILITIES</u>	<u>16,382.54</u>	<u>15,975.88</u>
<u>NET ASSETS</u>	<u>\$ 48,756.57</u>	<u>\$ 105,765.71</u>

KURANDA - 17 MITCHELL STREET CTS 26318

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 DECEMBER 2023 TO 30 NOVEMBER 2024

	ACTUAL 01/12/23-30/11/24	ACTUAL 01/12/22-30/11/23	BUDGET 01/12/23-30/11/24
<u>ADMINISTRATIVE FUND</u>			
<u>INCOME</u>			
Levies - Administrative Fund	51,150.08	45,276.22	51,150.00
TOTAL ADMIN. FUND INCOME	51,150.08	45,276.22	51,150.00
<u>EXPENDITURE - ADMIN. FUND</u>			
<u>BANK CHARGES</u>			
Transaction Fees	14.45	12.35	15.00
<u>BODY CORPORATE MANAGEMENT</u>			
Audit Assistance Fee	0.00	0.00	160.00
Disbursements	4,125.63	2,679.74	2,700.00
Secretarial Fees - Additional	2,825.46	753.96	1,000.00
Secretarial Fees	4,561.98	4,728.53	4,480.00
Disbursements - Additional	390.04	238.70	250.00
<u>COMMUNITY POWER</u>			
Electricity	1,891.96	1,573.26	1,888.00
Archers Electricity Rebate	(464.66)	(409.63)	0.00
Qld Govt. Relief	(411.25)	0.00	0.00
<u>INSURANCE</u>			
Fire - Contract	1,312.17	1,219.96	1,286.00
Fire - Evacuation Plan	0.00	220.00	0.00
Fire - Repairs & Maintenance	1,574.96	415.80	1,000.00
Fire - Occupier's Statement	0.00	220.00	0.00
Fire - Annual Audit	825.00	371.00	750.00
<u>INSURANCE</u>			
Insurance - Premiums	10,945.50	9,714.93	10,946.00
Insurance - Stamp Duty	818.87	714.81	819.00
Insurance - Claims	0.00	4,225.10	0.00
Insurance - Refunds	0.00	(4,225.10)	0.00
Insurance - Excess Paid	0.00	500.00	0.00
<u>PEST CONTROL</u>			
Pest Control	950.00	916.00	2,000.00
<u>PROFESSIONAL FEES</u>			
Prep Of Income Tax Return	187.00	187.00	200.00
Work Place Health & Safety	501.00	0.00	456.00

KURANDA - 17 MITCHELL STREET CTS 26318

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 DECEMBER 2023 TO 30 NOVEMBER 2024

	ACTUAL	ACTUAL	BUDGET
	01/12/23-30/11/24	01/12/22-30/11/23	01/12/23-30/11/24
<u>REPAIRS & MAINTENANCE</u>			
R & M - Building	3,726.08	1,254.80	1,200.00
R & M - Gardens & Grounds	18,247.91	17,890.58	18,000.00
R & M - Electrical	874.50	1,452.00	1,500.00
R & M - Plumbing	0.00	534.18	500.00
<u>YEAR END ADJUSTMENTS</u>			
Prior Year Deficit	0.00	0.00	2,000.00
<u>TOTAL ADMIN. EXPENDITURE</u>	52,896.60	45,187.97	51,150.00
<u>SURPLUS / DEFICIT</u>	\$ (1,746.52)	\$ 88.25	\$ 0.00
Opening Admin. Balance	(1,996.74)	(2,084.99)	(1,996.74)
<u>ADMINISTRATIVE FUND BALANCE</u>	\$ (3,743.26)	\$ (1,996.74)	\$ (1,996.74)

KURANDA - 17 MITCHELL STREET CTS 26318

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 DECEMBER 2023 TO 30 NOVEMBER 2024

	ACTUAL 01/12/23-30/11/24	ACTUAL 01/12/22-30/11/23	BUDGET 01/12/23-30/11/24
<u>SINKING FUND</u>			
<u>INCOME</u>			
Levies - Sinking Fund	24,915.84	23,391.04	24,916.00
Special Sinking Fund Levy	64,000.00	0.00	0.00
Interest Income	0.00	1,497.49	(706.00)
Interest Receivable	0.00	(162.74)	0.00
<u>TOTAL SINKING FUND INCOME</u>	88,915.84	24,725.79	24,210.00
<u>EXPENDITURE - SINKING FUND</u>			
Building Repairs	77,702.48	0.00	0.00
Consultancy	0.00	1,613.70	0.00
Fencing	0.00	3,300.00	0.00
Gates	0.00	937.44	0.00
Income Tax	(25.50)	25.50	0.00
Roof	63,480.00	0.00	0.00
Tree Trimming	3,021.48	6,171.00	0.00
<u>TOTAL SINK. FUND EXPENDITURE</u>	144,178.46	12,047.64	0.00
<u>SURPLUS / DEFICIT</u>	\$ (55,262.62)	\$ 12,678.15	\$ 24,210.00
Opening Sinking Fund Balance	107,762.45	95,084.30	107,762.45
<u>SINKING FUND BALANCE</u>	\$ 52,499.83	\$ 107,762.45	\$ 131,972.45

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Search Date: 01/12/2025 10:43

Request No: 54294096

SCHEME NAME

KURANDA - 17 MITCHELL ST COMMUNITY TITLES SCHEME 26318

BODY CORPORATE ADDRESS

BUGT MANAGEMENT
LEVEL 9
344 QUEEN STREET
BRISBANE QLD
4001

COMMUNITY MANAGEMENT STATEMENT No: 26318

Title	Lot	Plan	Title	Lot	Plan
50247787	CP	SP 114277	50247788	1	SP 114277
50247789	2	SP 114277	50247790	3	SP 114277
50247791	4	SP 114277	50247792	5	SP 114277
50247793	6	SP 114277	50247794	7	SP 114277
50247795	8	SP 114277	50247796	9	SP 114277
50247797	10	SP 114277	50247798	11	SP 114277
50247799	12	SP 114277	50247800	13	SP 114277
50247801	14	SP 114277	50247802	15	SP 114277
50247803	16	SP 114277			

COMMUNITY MANAGEMENT STATEMENT Dealing No: 718721176

** End of Community Titles Scheme Search **

GENERAL REQUEST

Duty Imprint



718721176

\$88.00

01/05/2018 14:20

BE 470

1. Nature of request

Request to record New Community Management
Statement for Kuranda – 17 Mitchell St Community
Titles Scheme 26318

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

Lodger
Code

018A

WILKINSON & BOYNTON

Hynes

2. Lot on Plan Description

Common Property for Kuranda – 17
Mitchell St Community Titles Scheme
26318

Title Reference

50247787

3. Registered Proprietor/State Lessee

Body Corporate for Kuranda – 17 Mitchell St Community Titles Scheme 26318

4. Interest

Not applicable

5. Applicant

Body Corporate for Kuranda – 17 Mitchell St Community Titles Scheme 26318

6. Request

I hereby request that: The New Community Management Statement deposited herewith which amends Schedule C of the existing Community Management Statement be recorded as the Community Management Statement for Kuranda – 17 Mitchell St Community Titles Scheme 26318.

7. Execution by applicant

1,5,18
Execution Date

Applicant's or Solicitor's Signature

Todd Alexander Garsden, Solicitor

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

26318

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

Kuranda – 17 Mitchell St Community Titles Scheme
26318

2. Regulation module

Standard Module

3. Name of body corporate

Body Corporate for Kuranda – 17 Mitchell St Community Titles Scheme 26318

4. Scheme land

Lot on Plan Description
Common Property of Kuranda –
17 Mitchell St Community Titles
Scheme 26318

Title Reference
50247787

Lots 1 to 16 in SP 114277

50247788 –
50247803(inclusive)

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 s60(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



16 / 04 / 18
Execution Date

H. Leung

*Chairperson / Secretary

A. McDonald

*Committee Member

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

Privacy Statement

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

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 1 on SP 114277	1	1
Lot 2 on SP 114277	1	1
Lot 3 on SP 114277	1	1
Lot 4 on SP 114277	1	1
Lot 5 on SP 114277	1	1
Lot 6 on SP 114277	1	1
Lot 7 on SP 114277	1	1
Lot 8 on SP 114277	1	1
Lot 9 on SP 114277	1	1
Lot 10 on SP 114277	1	1
Lot 11 on SP 114277	1	1
Lot 12 on SP 114277	1	1
Lot 13 on SP 114277	1	1
Lot 14 on SP 114277	1	1
Lot 15 on SP 114277	1	1
Lot 16 on SP 114277	1	1
TOTALS	16	16

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

The land is not intended to be developed progressively.

SCHEDULE C BY-LAWS**PART A – PRELIMINARY****1 Structure**

1.1 These by-laws are set out in the following structure:

- (a) Part A – Preliminary
- (b) Part B – Interferences
- (c) Part C – Works
- (d) Part D – Regulation of use
- (e) Part E – Exclusive use

2 Definitions and interpretation

2.1 The terms set out in these by-laws mean:

- (a) **'Act'** means the *Body Corporate Community Management Act 1997*(Qld).
- (b) **'Body Corporate'** means the Body Corporate established upon the registration of the Scheme.
- (c) **'Christmas Period'** means the period between (and including) the days of 1 December and 7 January each year.
- (d) **'Common Property'** means Scheme Land that is not included in a Lot.

- (e) **'Improvement'** means the erection of a building, a structural change or a non-structural change of any kind or the carrying out of any works.
 - (f) **'Lot'** means a lot in the Scheme.
 - (g) **'Occupier'** means any person that occupies a Lot.
 - (h) **'Owner'** means an owner of a Lot.
 - (i) **'Regulation Module'** means the regulation module of the Act that applies to the Scheme as identified in Item 2 of this community management statement.
 - (j) **'Scheme'** means Kuranda - 17 Mitchell St CTS 26318.
 - (k) **'Scheme Land'** means any land within the Scheme, including any Lot or the Common Property.
 - (l) **'Social Function'** means a gathering of number of people that causes other Owners or Occupiers to be excluded from the use and enjoyment of part or all of the Common Property.
 - (m) **'Smoke'** means to hold or otherwise have control over an ignited smoking product.
 - (n) **'Vehicle'** includes but is not limited to all types of automobiles, motor cycles, scooters, trucks, bicycles, boats, trailers, caravans, camper vans, mobile homes, golf buggies, Segways, skateboards, rollerblades or any other equivalent means of transportation.
 - (o) **'Visitor'** means a person who is invited in any capacity onto Scheme Land by an Owner, Occupier or a Visitor.
- 2.2 In the interpretation of these by-laws, terms used in these by-laws may be interpreted by reference to how those terms are defined in the Act and Regulation Module.
- 2.3 If there is an inconsistency between a by-law and the Act or Regulation Module, the Act or Regulation Module prevails to the extent of the inconsistency.
- 2.4 The singular includes the plural and vice versa.
- 2.5 Words importing a gender include other genders.

3 Applicability of these by-laws

- 3.1 An Owner whose Lot is subject to a lease, licence or tenancy agreement must take reasonable steps to ensure that any lessee, licensee, tenant or other Occupier and their Visitors comply with and observe these by-laws.
- 3.2 Occupiers must:
- (a) comply with these by-laws to the extent they apply to an Owner; and
 - (b) ensure that the by-laws are complied with by their Visitors to the extent they apply to an Occupier.

4 Tenancies

- 4.1 If an Owner lets their Lot for a term of three months or more, the Owner must, as soon as practicable, give the Body Corporate notice of:
- (a) the name of the tenant and all Occupiers;
 - (b) the service address of the tenant;
 - (c) the term of the tenancy;
 - (d) the name and service address of the Owner's letting agent for the tenancy; and
 - (e) any other information the Body Corporate may reasonably require.

5 Application and approval process

- 5.1 This by-law applies where an Owner or Occupier makes an application to the Body Corporate or otherwise seeks to obtain the Body Corporate's consent.
- 5.2 When deciding whether to approve any application made by an Owner or Occupier (the Applicant) under these by-laws, the Body Corporate may:
- (a) take into account previous approvals under these by-laws provided to the Applicant and the Applicant's compliance with any conditions of previous approvals;

- (b) request the Applicant to provide all information reasonably required to make a decision, where the Body Corporate may make as many requests as reasonably necessary;
 - (c) grant its approval on reasonable and relevant conditions; or
 - (d) refuse any application if it is reasonable to do so.
- 5.3 An Owner or Occupier of a Lot granted approval under these by-laws must comply with any conditions of that approval, failing which, the Body Corporate may withdraw that approval after the Applicant has been provided with a reasonable opportunity to remedy any non-compliance.
- 5.4 Any approval under these by-laws by the Body Corporate is invalid and read down or severed to the extent it is inconsistent with the Act or Regulation Module.

PART B - INTERFERENCES

6 Noise and nuisances

- 6.1 An Owner or 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 or enjoyment of another Lot; or
 - (c) interferes unreasonably with the use or enjoyment of the Common Property by a person who is lawfully on the Common Property.

7 Obstruction

- 7.1 An Owner or Occupier must not, without the written approval of the Body Corporate:
- (a) obstruct, or permit the obstruction of, the lawful use of the Common Property or another Lot by someone else; or
 - (b) use as storage, or place items on, the Common Property.

8 Smoking

- 8.1 An Owner or Occupier must not Smoke, or permit any Visitors to Smoke:
- (a) in a completely or substantially enclosed area on the Common Property;
 - (b) on the Common Property such that it unreasonably interferes with the use or enjoyment of another person in a Lot or the Common Property; or
 - (c) in their Lot such that it unreasonably interferes with the use or enjoyment of another person in a Lot or the Common Property.

9 Auctions

- 9.1 An Owner must not permit any auction to take place on their Lot or the Common Property without the written approval of the Body Corporate.

10 Garage sales

- 10.1 An Owner must not permit any garage sale to take place on their Lot or the Common Property without the written approval of the Body Corporate.

11 Parking

- 11.1 An Owner or Occupier must not, without the written approval of the Body Corporate:
- (a) park a Vehicle or allow a Vehicle to stand, on any part of the Common Property (other than in an exclusive use area); or
 - (b) permit a Visitor to park a Vehicle or allow a Vehicle to stand, on the Common Property (other than a designated visitor car parking bay).

12 Vehicles

- 12.1 Vehicles must be operated in accordance with all public road rules and must not be driven at a speed that creates a danger to property or persons.

13 Communications

- 13.1 Owners and Occupiers must only communicate and interact with the Body Corporate and other Owners and Occupiers in a reasonable manner and not in any way which may (including, but not limited to) be:
- (a) an annoyance;
 - (b) a nuisance;
 - (c) threatening or intimidating;
 - (d) defamatory; or
 - (e) anti-social.

PART C - WORKS

14 Damage

- 14.1 An Owner or Occupier must not damage, deface or alter any part of the Common Property without the written approval of the Body Corporate.

15 Common Property Improvements

- 15.1 An Owner or Occupier must not make any Improvement to the Common Property without the written approval of the Body Corporate.

16 Boundary Improvements

- 16.1 An Owner or Occupier must not, without the written approval of the Body Corporate, make any Improvements to:
- (a) railings, parapets and balustrades on (whether precisely, or for all practical purposes) the boundary of a Lot and common property or the boundary of a Lot and another Lot;
 - (b) doors, fences, windows and associated fittings situated in a boundary wall separating a Lot from common property or the boundary of a Lot and another Lot; or
 - (c) roofing membranes that are not common property but that provide protection for lots or common property.

17 Structural Improvements

- 17.1 An Owner or Occupier must not, without the written approval of the Body Corporate, make any structural alterations to:
- (a) foundation structures;
 - (b) roofing structures providing protection; or
 - (c) essential supporting framework, including but not limited to load-bearing walls.

18 Lot Improvements

- 18.1 An Owner or Occupier must not make any Improvement (other than minor cosmetic work that does not in any way affect, alter or otherwise impact the Common Property or another Lot) to their Lot without the written approval of the Body Corporate.

19 External appearance of a lot

- 19.1 The Owner or Occupier of a Lot must not (other than installing reasonable temporary Christmas themed decorations during the Christmas Period) do anything which changes the external appearance of the Lot (including without limitation, an improvement or the placement of an item), if it will result in a change of the appearance of the Lot being visible from another Lot or the Common Property, or from outside the Scheme Land, without the Body Corporate's written approval.

20 Floor coverings

- 20.1 An Owner or Occupier must ensure that all flooring areas within the Lot are covered, treated or otherwise used to the extent sufficient to prevent the transmission of noise to another Lot or the Common Property that interferes unreasonably with the peaceful enjoyment of a Lot or the Common Property by another person.

PART D – REGULATION OF USE

21 Pets

- 21.1 Unless a person who has the right to be accompanied by an assistance animal under any statute, an Owner or Occupier must not, without the Body Corporate's written approval:
- (a) bring or keep an animal on the Lot or the Common Property; or
 - (b) permit a Visitor to bring or keep an animal on the Lot or Common Property.
- 21.2 When keeping a pet in the Scheme, in addition to any other requirements under these by-laws, an approval by the Committee, the Act or the Regulation Module the Owner or Occupier must:
- (a) ensure that when passing through common property the animal will be suitably restrained or carried;
 - (b) register the animal with the local council;
 - (c) ensure that the animal is kept within the Lot and not allowed to roam, dig, soil or otherwise damage Common Property or another Lot;
 - (d) dispose of any animal waste left on the Common Property immediately in a suitable garbage receptacle; and
 - (e) ensure the animal carries a name tag identifying the animal and its Owners.

22 Alienation

- 22.1 An Owner or Occupier must not, without the written approval of the Body Corporate:
- (a) use, take, or in any other way appropriate any part of the Common Property for their sole or exclusive use unless authorised by another by-law; or
 - (b) alienate in any way any part of the common property; or
 - (c) interfere with the lawful use and enjoyment of Common Property by other Owners or Occupiers.

23 Common Property Garbage

- 23.1 An Owner or Occupier must not leave garbage or other materials on the Common Property except in a designated garbage receptacle.
- 23.2 An Owner or Occupier must:
- (a) comply with any local authority by-laws or local laws about the disposal of garbage that apply to the Scheme;
 - (b) place all recyclable rubbish in the recycling receptacles;
 - (c) remove all rubbish from their Lot at least weekly;
 - (d) keep their Lot free of pests and vermin;
 - (e) not, in disposing of garbage, adversely affect the health, hygiene or comfort of other Owners or Occupiers;
 - (f) not leave bulky items or furniture (including white goods) in the designated garbage receptacles, but must dispose of these items in a suitable place outside the Scheme land;
 - (g) not cause damage to the garbage receptacles;
 - (h) not overfill the garbage receptacles; and
 - (i) not allow rubbish to become stuck to the garbage receptacles or liquids to run in the garbage receptacles.

24 Dangerous substances

- 24.1 An Owner or Occupier must not, without the Body Corporate's written approval, store a flammable or dangerous substance on a Lot unless the substance is:

- (a) used or intended to be used for domestic purposes; or
- (b) fuel stored within a fuel tank of a vehicle, boat, or internal combustion engine in which the fuel is stored under the requirements of any law regulating the storage of flammable materials.

25 Removals

25.1 An Owner or Occupier shall not move any furniture into or out of a Lot without:

- (a) reasonable notice being given to the Body Corporate (having regard to matters including, but not limited to, the amount and size of furniture to be moved); and
- (b) taking adequate measures to minimise damage to the Common Property and any other Lot in the Scheme.

26 No interference

26.1 An Owner or Occupier must not, without the written approval of the Body Corporate:

- (a) interfere with, hinder, harass or otherwise obstruct contractors or employees engaged by the Body Corporate; or
- (b) give instructions to contractors or employees on the Scheme Land engaged by the Body Corporate.

27 Interference with support, shelter, utility infrastructure

27.1 An Owner or Occupier must not, without the written approval of the Body Corporate, interfere or permit interference with:

- (a) support or shelter provided for a Lot or the Common Property;
- (b) utility infrastructure or utility services; or
- (c) body corporate assets.

28 Health and safety

28.1 Owners and Occupiers must give notice as soon as reasonably practicable to the Body Corporate after becoming aware of any:

- (a) infectious disease which is present at the Scheme requiring notification by statute or ordinance;
- (b) accident or incident causing personal injury or any property or other damage which occurs on Scheme Land; or
- (c) other event that may affect the insurance of the Body Corporate, health or safety of owners or occupiers or may otherwise create liability for the Body Corporate.

29 Social functions

29.1 An Owner or Occupier must not use an area of the Common Property for the purposes of a Social Function without the written approval of the Body Corporate.

30 Use of lots

30.1 Without the approval of the Body Corporate, an Owner or Occupier may not use their Lot for anything other than:

- (a) residential purposes; or
- (b) a home office.

30.2 An Owner or Occupier of a Lot shall not use, or permit the use of, their Lot for any purpose which may be illegal, immoral or bring the Scheme into disrepute.

31 Letterbox

31.1 An Owner or Occupier of a Lot must not interfere with the letterbox designated for another Lot or the Body Corporate.

PART E – EXCLUSIVE USE**32 Exclusive Use****32.1 Exclusive Use of Car Parks**

May have the exclusive use of the car parking spaces allocated on the attached sketch plan for parking, manouvering, loading or unloading vehicles, but for no other purpose. The Committee may re-allocate car spaces from one lot to another at the request of the registered owner of those lots. The Body Corporate, not the owner of the relevant lot, will remain responsible for its duties under S.114 of the Act.

32.2 Exclusive Use of Courtyards

May have the exclusive use of the courtyards allocated on the attached sketch plan for a private garden but for no other purpose. The owner of the relevant lot, not the body corporate, will be responsible for the duties under S.114 of the Act.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

Nil

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

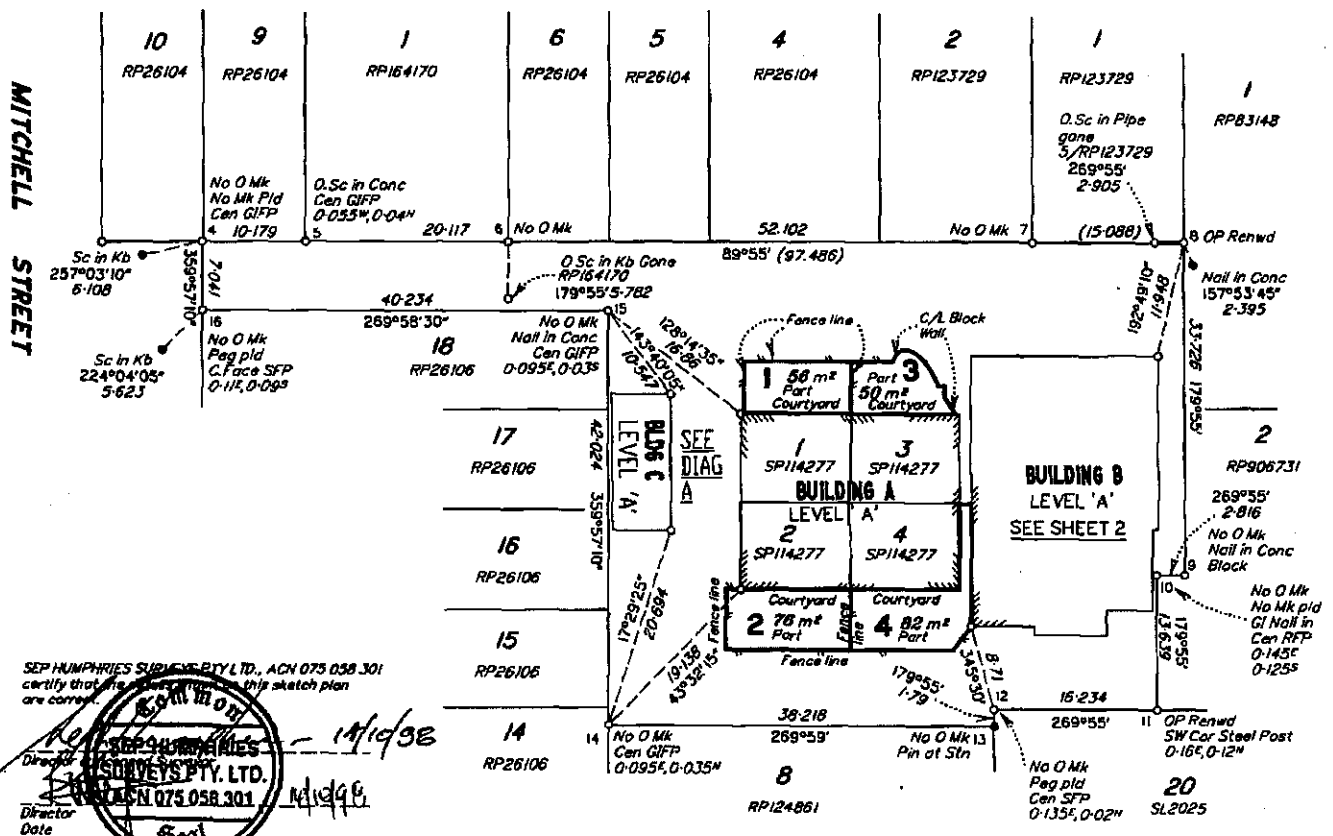
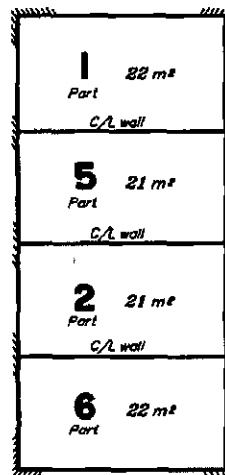
Lot on SP	
Lot 1 on SP 114277	1
Lot 2 on SP 114277	2
Lot 3 on SP 114277	3
Lot 4 on SP 114277	4
Lot 5 on SP 114277	5
Lot 6 on SP 114277	6
Lot 7 on SP 114277	7
Lot 8 on SP 114277	8
Lot 9 on SP 114277	9
Lot 10 on SP 114277	10
Lot 11 on SP 114277	11
Lot 12 on SP 114277	12
Lot 13 on SP 114277	13
Lot 14 on SP 114277	14
Lot 15 on SP 114277	15
Lot 16 on SP 114277	16

"KURANDA - 17 MITCHELL ST"
COMMUNITY TITLES SCHEME 26318
 PLAN OF EXCLUSIVE USE OF COMMON PROPERTY

LEVEL A
 SCALE 1: 500

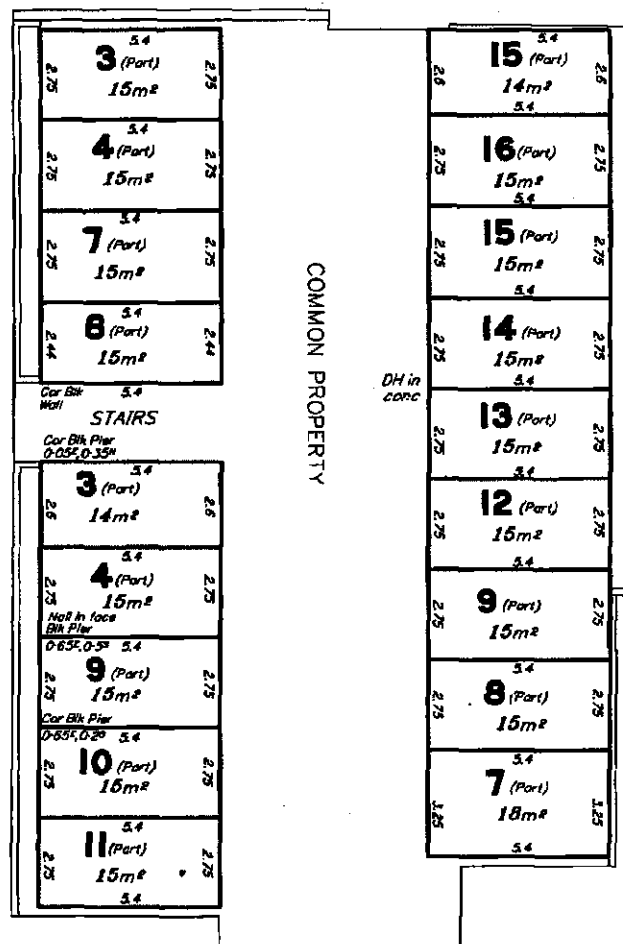
DIAG A

BUILDING C
 Scale 1: 150



"KURANDA - 17 MITCHELL ST."
COMMUNITY TITLES SCHEME 26318
PLAN OF EXCLUSIVE USE OF COMMON PROPERTY
LEVEL A
BUILDING B
SCALE 1:150

Note: All corners are marked with Nail in conc
 unless shown otherwise.



SEP HUMPHRIES SURVEYING PTY LTD., ACN 075 058 301
 certify that the information on this sketch plan
 are correct.

Director
 Date 14/10/93