

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 Amy Elizabeth Kelso and Mark Wade Kelso

Property address 12/17 Mitchell Street

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

Kedron, QLD 4031

Lot on plan description L12 SP114277

Community titles scheme
or BUGTA scheme:

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

☒ **Yes**

☐ **No**

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

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

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

Title details

The seller gives or has given the buyer the following—

A title search for the property issued under the *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 checked="" 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> <p>» the start and end day of the term of the lease: <input type="text" value="Insert date range"/></p> <p>» the amount of rent and bond payable: <input type="text" value="Insert amount of rent and bond"/></p> <p>» whether the lease has an option to renew: <input type="text" value="Insert option to renew information"/></p> <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> <div style="border: 1px solid black; padding: 5px; min-height: 100px;"> <p>Insert names of parties to the agreement, term of the agreement and any amounts payable by the owner of the property</p> </div> |
| Statutory encumbrances | <p>There are statutory encumbrances that affect the property. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>If Yes, the details of any statutory encumbrances are as follows:</i></p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div> |
| 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 checked="" 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>) <input type="text" value="31/08/2024"/></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> : | | |
| | <div>LMR2</div> | | |
| 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 checked="" 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 checked="" 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 checked="" 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 checked="" 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 checked="" 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 checked="" 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 checked="" 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 checked="" 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 | <p>There is a relevant pool for the property.</p> <p>If a community titles scheme or a BUGTA scheme – a shared pool is located in the scheme.</p> <p>Pool compliance certificate is given.</p> <p>OR</p> <p>Notice of no pool safety certificate is given.</p> | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Unlicensed building work under owner builder permit | <p>Building work was carried out on the property under an owner builder permit in the last 6 years.</p> <p><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></p> | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Notices and orders | <p>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.</p> <p>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.</p> <p><i>If Yes, a copy of the notice or order must be given by the seller.</i></p> | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Building Energy Efficiency Certificate | <p>If the property is a commercial office building of more than 1,000m², a Building Energy Efficiency Certificate is available on the Building Energy Efficiency Register.</p> | | |
| Asbestos | <p>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.</p> | | |

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: <input type="text" value="548.80"/> Date Range: <input type="text" value="01/01/26-31/03/2026"/> |
| | 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: <input type="text" value="335.18"/> Date Range: <input type="text" value="23/09/25-15/12/25"/> |
| | 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: <input type="text" value="Insert estimated amount"/> Date Range: <input type="text" value="Insert 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 | The property is included in a community titles scheme. (If Yes, complete the information below) | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Community Management Statement | A copy of the most recent community management statement for the scheme as recorded under the <i>Land Title Act 1994</i> or another Act is given to the buyer. 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. | <input checked="" type="checkbox"/> Yes | |
| Body Corporate Certificate | A copy of a body corporate certificate for the lot under the <i>Body Corporate and Community Management Act 1997</i> , section 205(4) is given to the buyer. <i>If No</i> — An explanatory statement is given to the buyer that states: » 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. | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Statutory Warranties | 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. | | |

| | | | |
|---|--|--|---|
| Building Units and Group Titles Act 1980 | The property is included in a BUGTA scheme (If Yes, complete the information below) | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Body Corporate Certificate | A copy of a body corporate certificate for the lot under the <i>Building Units and Group Titles Act 1980</i> , section 40AA(1) is given to the buyer. <i>If No</i> — An explanatory statement is given to the buyer that states: » 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. 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. | <input type="checkbox"/> Yes <input type="checkbox"/> Yes | <input type="checkbox"/> No |

Signatures – SELLER

Amy Kelso

Signature of seller

Amy Kelso

Name of seller

11-01-2026

Date

Mark Kelso

Signature of seller

Mark Kelso

Name of seller

11-01-2026

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

Name of buyer

Date

Signature of buyer

Name of buyer

Date

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**

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

Phone: **(07) 3220 9400**

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 |
|----------|------------|--------------------------------|------|

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 |
|----------|------------|--------------------------------|------|

Amount overdue **Nil**

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

Other amounts payable by the lot owner

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

Summary of amounts due but not paid by the current owner

At the date of this certificate

| | |
|---|---------------------|
| Annual contributions | (\$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 |
|------|-------------|------------|
|------|-------------|------------|

Body corporate assets

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

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

| Description | Type | Acquisition | Supplier | Original Cost | Cost To Date | Market Value |
|-------------|------|-------------|----------|---------------|--------------|--------------|
|-------------|------|-------------|----------|---------------|--------------|--------------|

Insurance

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

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

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

Body corporate insurance policies

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

| TYPE/COMPANY | POLICY NO. | SUM INSURED | PREMIUM | 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 **



718721176

\$88.00

01/05/2018 14:20

BE 470

1. Nature of requestRequest 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 DescriptionCommon 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 applicant11/5/18
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

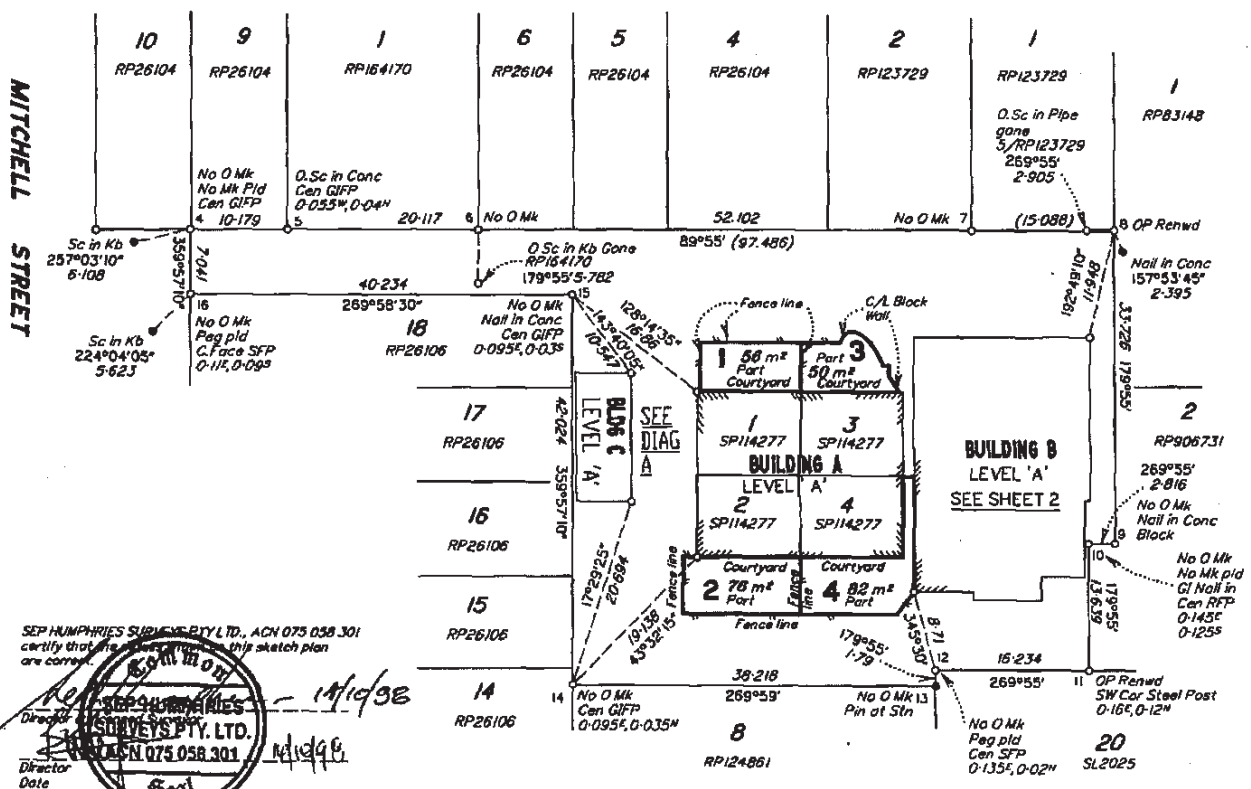
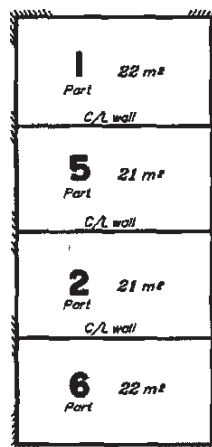
| Lot on SP | |
|---------------------|----|
| Lot 1 on SP 114277 | 1 |
| Lot 2 on SP 114277 | 2 |
| Lot 3 on SP 114277 | 3 |
| Lot 4 on SP 114277 | 4 |
| Lot 5 on SP 114277 | 5 |
| Lot 6 on SP 114277 | 6 |
| Lot 7 on SP 114277 | 7 |
| Lot 8 on SP 114277 | 8 |
| Lot 9 on SP 114277 | 9 |
| Lot 10 on SP 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

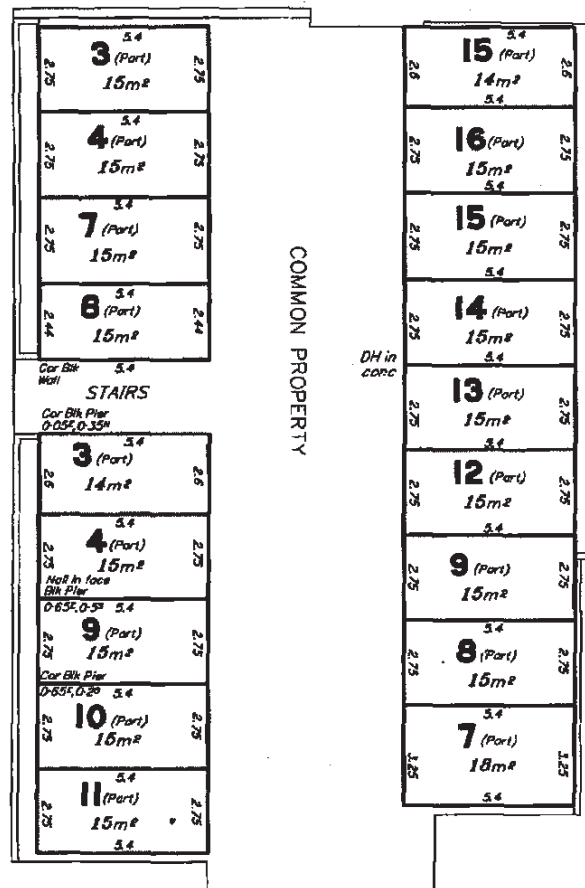
PLAN OF EXCLUSIVE USE OF COMMON PROPERTY

LEVEL A

BUILDING B

SCALE 1:150

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



SEP HUMPHRIES SURVEYORS PTY LTD, ACN 075 058 301
certify that the contents of this sketch plan are correct

Director
Date 14/10/93

14/10/93

CURRENT TITLE SEARCH
QUEENSLAND TITLES REGISTRY PTY LTD

Request No: 54617294

Search Date: 06/01/2026 09:38

Title Reference: 50247799

Date Created: 09/12/1998

Previous Title: 15350237

REGISTERED OWNER

Dealing No: 715948958 12/08/2014

AMY ELIZABETH KELSO

MARK WADE KELSO JOINT TENANTS

ESTATE AND LAND

Estate in Fee Simple

LOT 12 SURVEY PLAN 114277

Local Government: BRISBANE CITY

COMMUNITY MANAGEMENT STATEMENT 26318

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10116003 (POR 110)

ADMINISTRATIVE ADVICES - NIL

UNREGISTERED DEALINGS - NIL

** End of Current Title Search **

COPYRIGHT QUEENSLAND TITLES REGISTRY PTY LTD [2026]

Requested By: D-ENQ EQUIFAX



703023319

\$1150.00
23/11/1998 16:04

BE 400 NT

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

Registered

s. Lodged by

Carter Newell
183

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

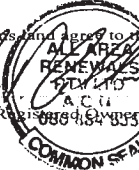
1 Certificate of Registered Owners or Lessees.

I/We **ALL AREA RENEWALS Pty. Ltd.**

(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 **ALL AREA RENEWALS Pty. Ltd.**
088 484 833

* Rule out whichever is inapplicable

2 Local Government Approval.

* **BRISBANE CITY COUNCIL**

hereby approves this plan in accordance with the :

* Local Government (Planning and Environment) Act 1990
subject to the granting of Easements A,B,C and D for drainage (underground) purposes to the Council. The granting of Easement E for drainage (overland flow) purposes to the Council.Dated this **19th** day of **November 1998****A. T. REID**
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 : **25196 26318**
Name : "Kuranda - 17 Mitchell St"

4. References :

Dept File :
Local Govt :
Surveyor : **260203**

6 Existing

| Title Reference | Lot | Plan | Lots | Ems | Road |
|-----------------|-----|----------|------------------------|-------|------|
| 15350237 | 1 | RPI43745 | 1-16 & Common Property | A - E | |

MORTGAGE ALLOCATIONS

| Mortgage | Lots Fully Encumbered | Lots Partially Encumbered |
|-----------|------------------------|---------------------------|
| 702582190 | 1-16 & Common Property | |
| 702711571 | 1-16 & Common Property | |

BENEFIT EASEMENT ALLOCATIONS

| Easement | Lots Fully Benefited | Lots Partially Benefited |
|-----------|----------------------|--------------------------|
| 601650946 | 3,4,7 & 8 | 1,2,5,6,9,10,13 & 14 |

110

1-16

Orig

Lots

7 Portion Allocation :

8. Map Reference :
9543-334319. Locality :
KEDRON10. Local Government :
BRISBANE C. C.

11. Passed & Endorsed :

By :

Date :

Signed :

Designation :

12. Building Format Plans only.

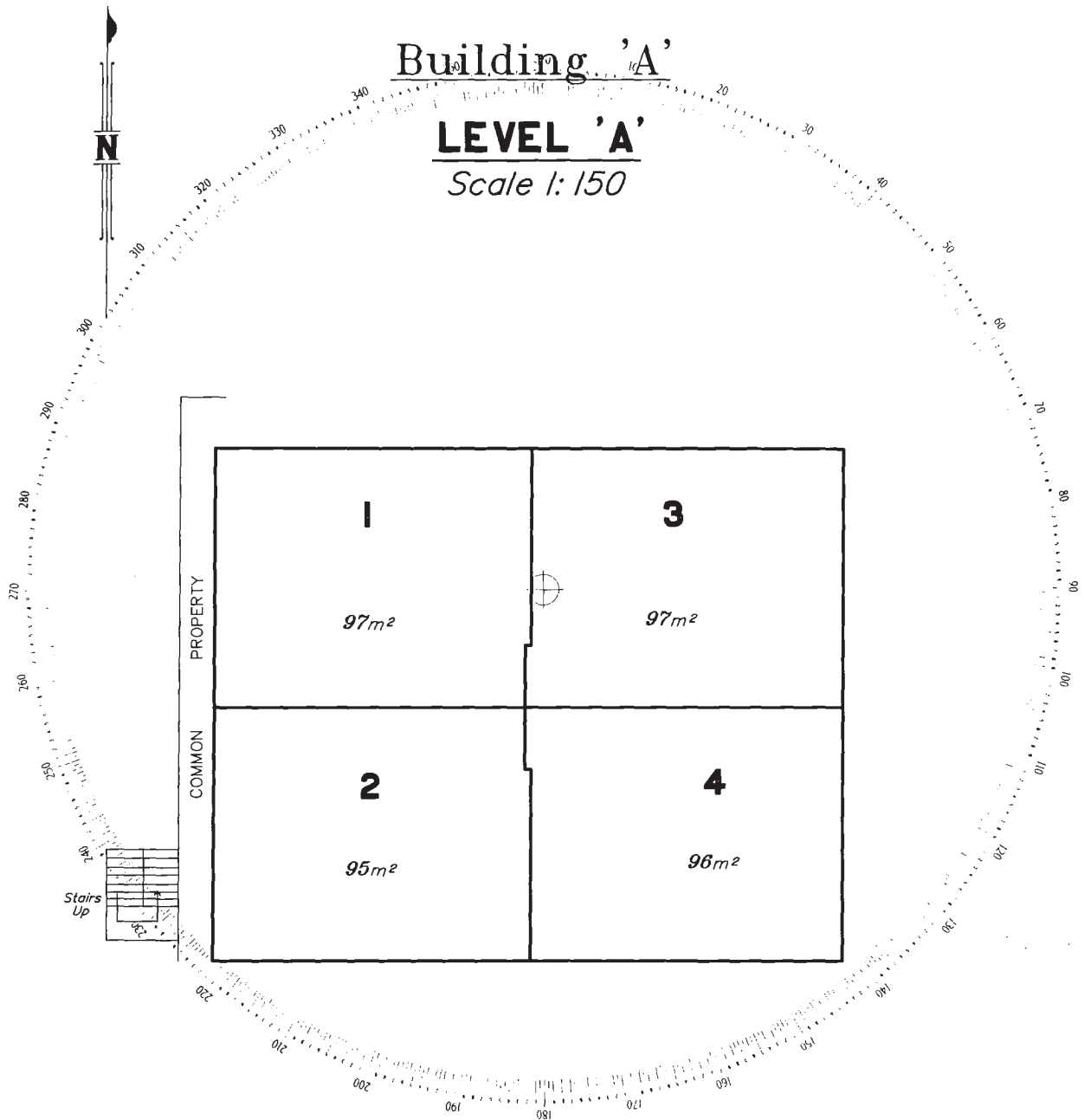
I certify that :

* 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~~**Joseph Humphreys** 14/10/98
Licensed Surveyor/Director Date
* delete words not required

13 Lodgement Fees :

21 Survey Deposit \$ **415**
Lodgement \$ **87**
16 New Titles \$ **640**
Photocopy \$ **8**
Postage \$
TOTAL \$ **1150**14 Insert Plan Number
SP114277



Scale copyright reserved

Insert
Plan
Number **SP114277**

7.5m
50mm

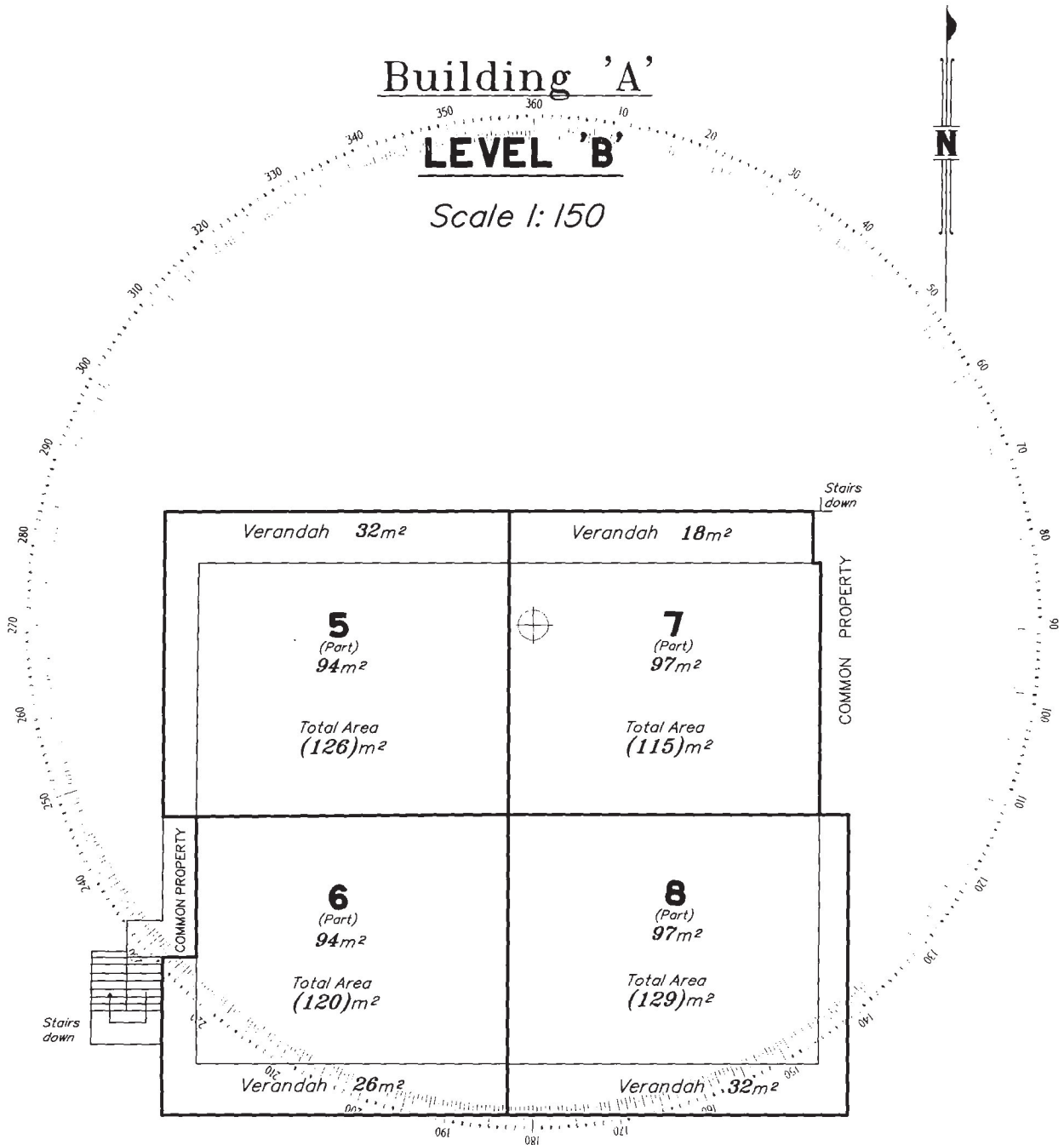
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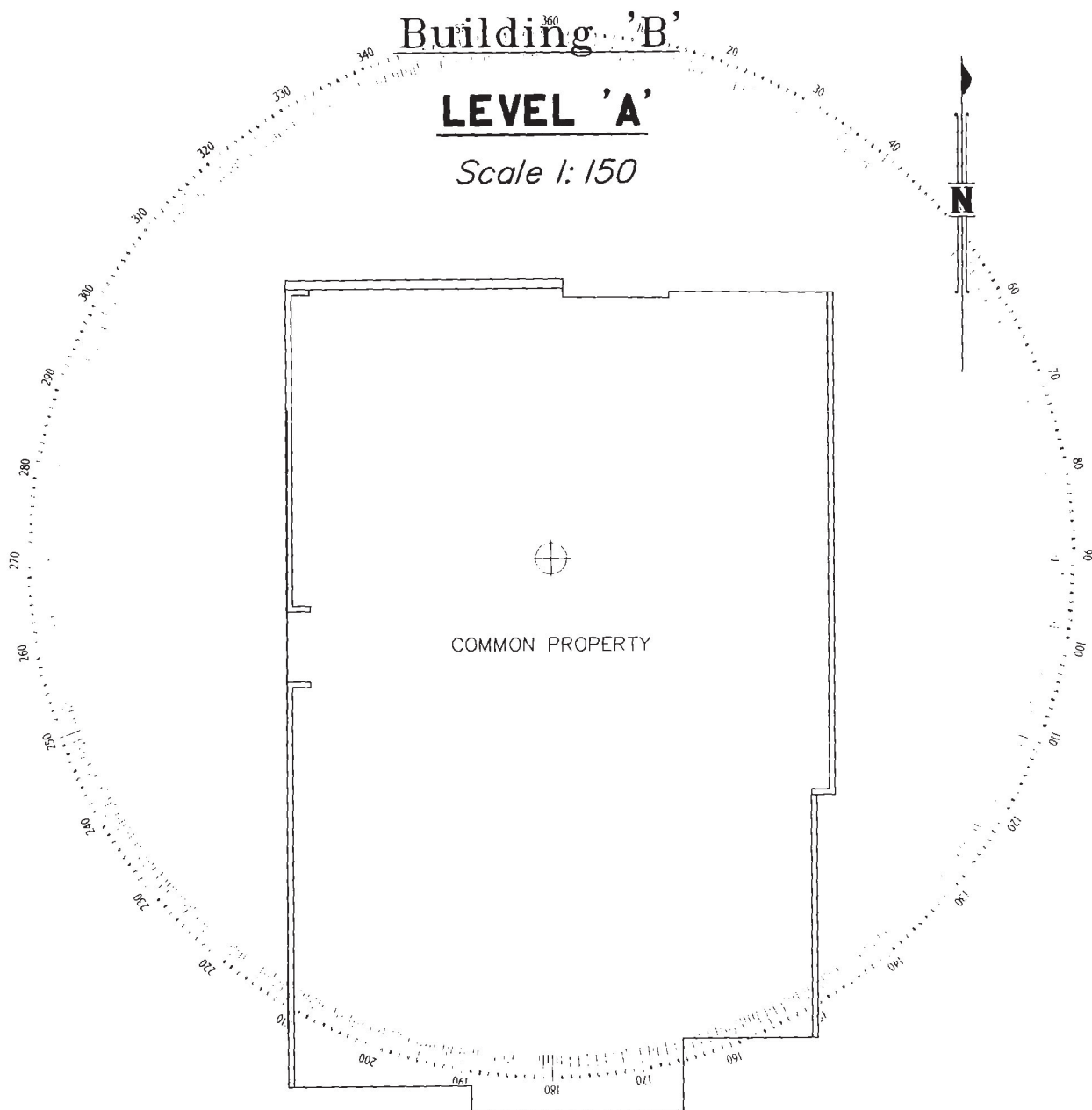
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150mm

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LEVEL 'B'

Scale 1:150

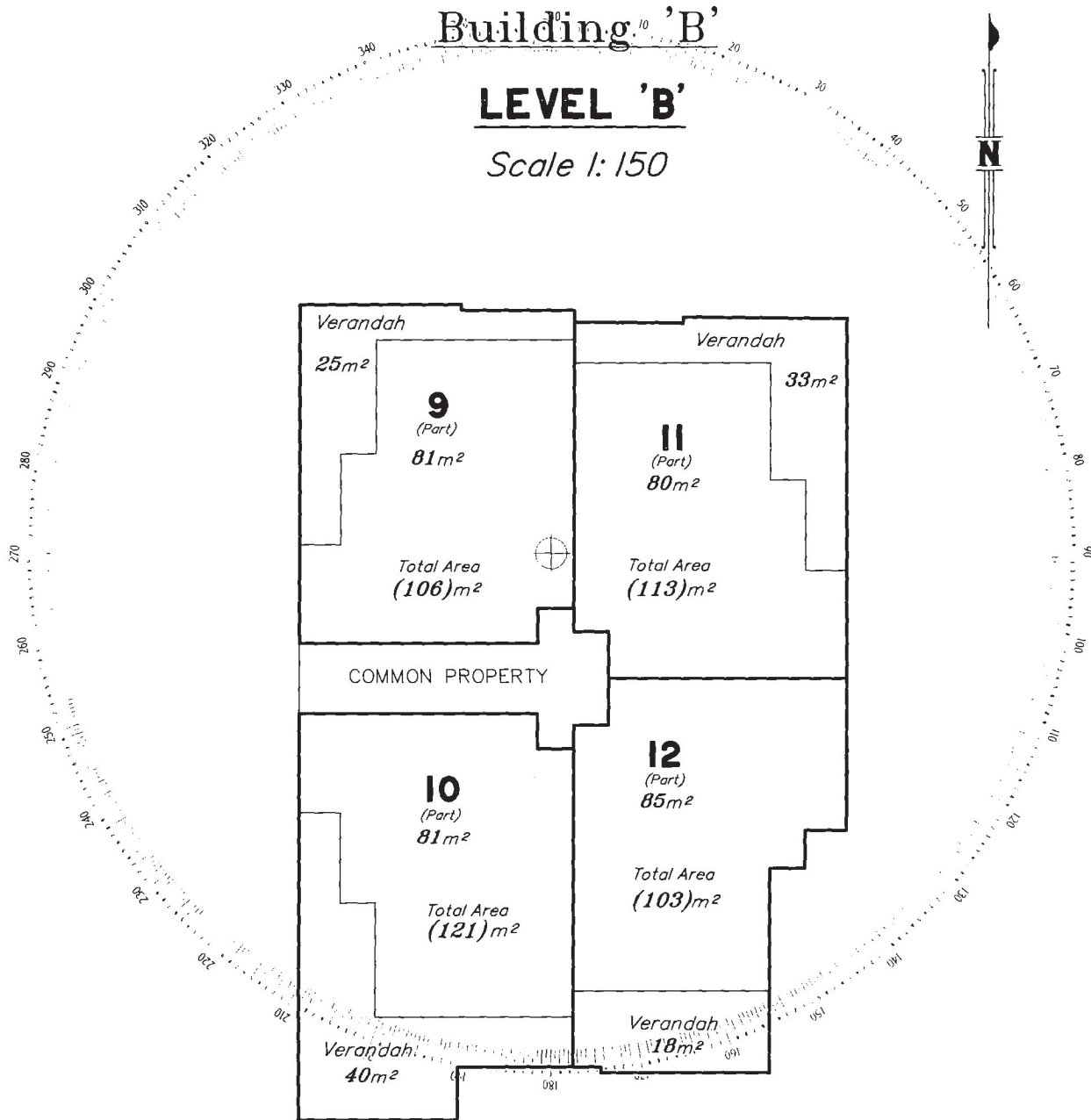




Building¹⁰ 'B'

LEVEL 'B'

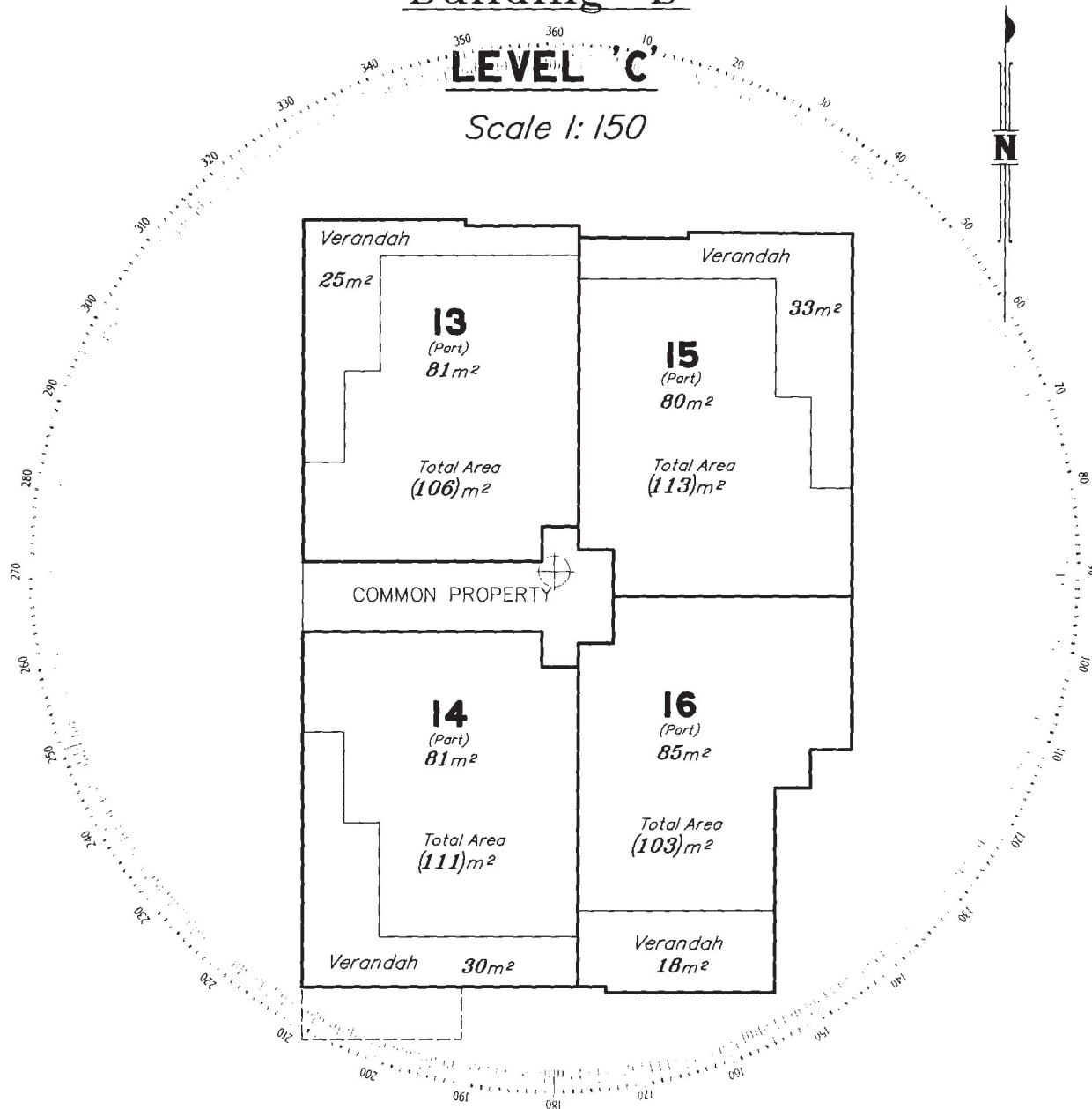
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Building 'B'

LEVEL 'C'

Scale 1:150



Denotes level below

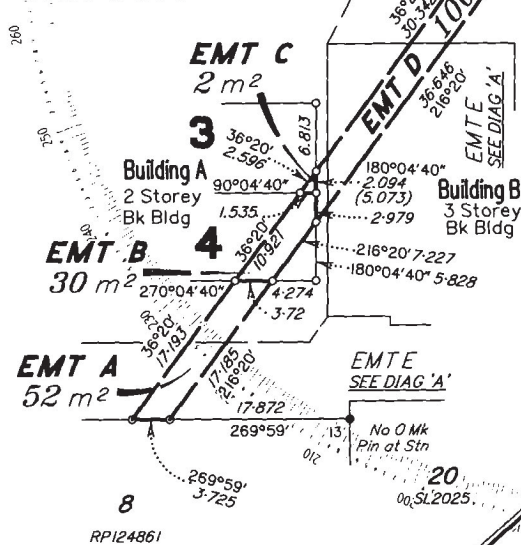
Building 'C' LEVEL 'A'

Scale 1: 150

LEVEL 'A'

DIAGRAM 'B'

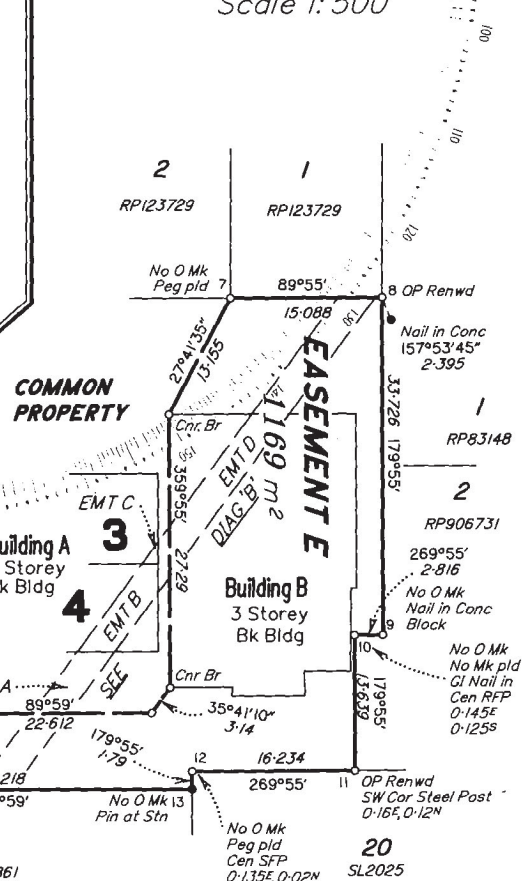
Scale 1: 500



LEVEL 'A'

DIAGRAM 'A'

Scale 1: 500



Proposed Easements A, B, C, D & E
are restricted in height to RL20.25 AHD
Datum for Levels: PM46113
RL36.840 AHD

State copyright reserve

Insert
Plan
Number SP114277



CERTIFICATE OF COMPLETION

Date Generated: 11/01/2026 07:26:38 PM (AEST)

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Exchanged by: Not Applicable

Exchange Date: Not Applicable

No. of Signatures: 2

Signature Logs

Signer: Mark Kelso

Email Address: kelsomwkelso@gmail.com

Status: Signed

IP Address: 125.168.247.154

Supervised By:

Email Sent Date: 08/01/2026 08:57:49 AM (AEST)

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Signature: *Mark Kelso*

Signer: Amy Kelso

Email Address: kelsomwkelso@gmail.com

Status: Signed

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Signer:

Email Address:

Status:

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Signature: