

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 12/01/2026

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

Evolve Apartments

CTS No. **49806**

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: **Tony Stevenson**

Company: **BCsystems**

Phone: **07 3899 0299**

Email: **info@bcsystems.com.au**

Accessing records

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

The body corporate manager named above.

Property and community titles scheme details

Lot and plan details

Lot number: **106**

Plan type and number: **SP 266217**

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:

Accommodation

NOTE: If the regulation module that applies to the scheme is the Specified Two-lot Schemes Module, then BCCM Form 34 should be used.

Layered arrangements of community titles schemes

A layered arrangement is a grouping of community titles schemes, made up of a principal scheme and one or more subsidiary schemes. Find more information at www.qld.gov.au/buyingbodycorporate

Is the scheme part of a layered arrangement of community titles schemes?

No

If yes, you should investigate the layered arrangement to obtain further details about your rights and obligations. The name and number of each community titles scheme part of the layered arrangement should be listed in the community management statement for the scheme given to you by the seller.

Building management statement

A building management statement is a document, which can be put in place in certain buildings, that sets out how property and shared facilities are accessed, maintained and paid for by lots in the building. It is an agreement between lot owners in the building that usually provides for supply of utility services, access, support and shelter, and insurance arrangements. A lot can be constituted by a community titles scheme's land.

Does a building management statement apply to the community titles scheme?

No

If yes, you can obtain a copy of the statement from Titles Queensland: www.titlesqld.com.au. You should seek legal advice about the rights and obligations under the building management statement before signing the contract -for example, this can include costs the body corporate must pay in relation to shared areas and services.

By-laws and exclusive use areas

The body corporate may make by-laws (rules) about the use of common property and lots included in the community titles scheme. You must comply with the by-laws for the scheme. By-laws can regulate a wide range of matters, including noise, the appearance of lots, carrying out work on lots (including renovations), parking, requirements for body corporate approval to keep pets, and whether smoking is permitted on outdoor areas of lots and the common property. However, by-laws cannot regulate the type of residential use of lots that may lawfully be used for residential purposes. You should read the by-laws before signing a contract.

What by-laws apply?

The by-laws that apply to the scheme are specified in the community management statement for the scheme provided to you by the seller.

The community management statement will usually list the by-laws for the scheme. If the statement does not list any by-laws, Schedule 4 of the Body Corporate and Community Management Act 1997 will apply to the scheme.

In some older schemes, the community management statement may state that the by-laws as at 13 July 2000 apply. In these cases, a document listing the by-laws in consolidated form must be given with this certificate.

General by-laws

The community management statement includes the complete set of by-laws that apply to the scheme.

Exclusive use areas

Individual lots may be granted exclusive use of common property or a body corporate asset, for example, a courtyard, car park or storage area. The owner of a lot to whom exclusive use rights are given will usually be required to maintain the exclusive use area unless the exclusive use by-law or other allocation of common property provides otherwise.

Are there any exclusive use by-laws or other allocations of common property in effect for the community titles scheme?

Yes

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

listed in the Community Management Statement

Lot entitlements and financial information

Lot entitlements

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

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

Contribution schedule

Contribution schedule lot entitlement for the lot: **127**

Total contribution schedule lot entitlements for all lots: **9,995**

Interest schedule

Interest schedule lot entitlement for the lot: **104**

Total interest schedule lot entitlements for all lots: **9,993**

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 **106** for the current financial year: \$ **2,541.28**

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

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

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

Period	Due date	Amount due	Amount due if discount applied	Paid
01/03/25 to 31/05/25	01/03/25	618.49	618.49	27/02/25
01/06/25 to 31/08/25	01/06/25	618.49	618.49	29/05/25
01/09/25 to 30/11/25	01/09/25	652.15	652.15	28/08/25
01/12/25 to 28/02/26	01/12/25	652.15	652.15	28/11/25
01/03/26****31/05/26	01/03/26	698.88	698.88	
01/06/26****31/08/26	01/06/26	698.88	698.88	

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

Sinking fund contributions

Total amount of contributions (before any discount) for lot **106** for the current financial year: \$ **1,197.62**

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

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

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

Period	Due date	Amount due	Amount due if discount applied	Paid
01/03/25 to 31/05/25	01/03/25	261.62	261.62	27/02/25
01/06/25 to 31/08/25	01/06/25	261.62	261.62	29/05/25
01/09/25 to 30/11/25	01/09/25	337.19	337.19	28/08/25
01/12/25 to 28/02/26	01/12/25	337.19	337.19	28/11/25
01/03/26****31/05/26	01/03/26	329.31	329.31	
01/06/26****31/08/26	01/06/26	329.31	329.31	

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

Special contributions - Administrative Fund (IF ANY)

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

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

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

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

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

Period	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**

Special contributions - Sinking Fund (IF ANY)

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

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

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

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

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

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 contributions

	Period	Due date	Amount due	Amount due if discount applied	Paid
Insurances	01/03/25 to 31/05/25	01/03/25	145.81	145.81	27/02/25
Insurances	01/06/25 to 31/08/25	01/06/25	145.81	145.81	29/05/25
Insurances	01/09/25 to 30/11/25	01/09/25	115.23	115.23	28/08/25
Insurances	01/12/25 to 28/02/26	01/12/25	115.23	115.23	28/11/25
Insurances	01/03/26 to 31/05/26	01/03/26	137.07	137.07	
Insurances	01/06/26 to 31/08/26	01/06/26	137.07	137.07	

Other amounts payable by the lot owner

Purpose	Fund	Amount	Due date	Amount
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No other amounts payable for the lot.

Summary of amounts due but not paid by the current owner

At the date of this certificate

Annual contributions	Nil
Special contributions	Nil
Other contributions	Nil
Other payments	Nil
Penalties	Nil
Total amount overdue <small>(Total Amount Unpaid including not yet due \$0.00)</small>	Nil

(An amount in brackets indicates a credit or a payment made before the due date)

Common property and assets

When you buy a lot in a community titles scheme, you also own a share in the common property and assets for the scheme. Common property can include driveways, lifts and stairwells, and shared facilities. Assets can include gym equipment and pool furniture.

The body corporate is usually responsible for maintaining common property in a good and structurally sound condition. An owner is usually responsible for maintaining common property or assets that their lot has been allocated exclusive use of, or for maintaining improvements to common property or utility infrastructure that is only for the benefit of their lot. The body corporate may have additional maintenance responsibilities, depending on the plan of subdivision the scheme is registered under. For more information, visit www.qld.gov.au/buyingbodycorporate.

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

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

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

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

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

Current sinking fund balance (as at date of certificate): \$ 196,972.87

Improvements to common property the lot owner is responsible for

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

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

Body corporate assets

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

A copy of the body corporate register assets is given with this certificate below

Description	Type	Acquisition	Supplier	Original Cost	Cost To Date	Market Value
Dep-umbrella 16/10	Furniture & Fittings	16/10/18	FEBRIVILLE PTY LTD info@ultrashade.com.au	\$3,200.00	\$0.00	\$3,200.00
New umbrlla 30/10	Furniture & Fittings	30/10/18	FEBRIVILLE PTY LTD info@ultrashade.com.au	\$4,808.00	\$0.00	\$4,808.00
eq45 salt CHLORINATOR With bluetooth App co	Plant and Machinery	23/07/20	Poolwerx Albany Creek	\$0.00	\$0.00	\$2,995.00
Pool pump	Plant and Machinery	19/04/21	POOL WERX ALBANY CREEK 15/720 Albany Creek Road ALBANY CREEK QLD 4035	\$1,899.00	\$0.00	\$1,899.00

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 LONGITUDE INSURANCE PTY LTD	LNG-STR-20140099	45,071,569.00	57,872.15	10/02/26	\$2,000 Insured, \$5,000 Water Damage/burst pipes \$2,000 earthquake
FLOOD LONGITUDE INSURANCE PTY LTD	LNG-STR-20140099	NOT INCLUDED		10/02/26	\$2,000 Insured, \$5,000 Water Damage/burst pipes \$2,000 earthquake
FLOATING FLOORS LONGITUDE INSURANCE PTY LTD	LNG-STR-20140099	NOT INCLUDED		10/02/26	\$2,000 Insured, \$5,000 Water Damage/burst pipes \$2,000 earthquake
COMMON AREA CONTENTS LONGITUDE INSURANCE PTY LTD	LNG-STR-20140099	450,715.00		10/02/26	\$2,000 Insured, \$5,000 Water Damage/burst pipes \$2,000 earthquake
LOSS RENT/TEMP ACCOM LONGITUDE INSURANCE PTY LTD	LNG-STR-20140099	6,760,735.00		10/02/26	\$2,000 Insured, \$5,000 Water Damage/burst pipes \$2,000 earthquake, \$1000 Legal Expense
PUBLIC LIABILITY LONGITUDE INSURANCE PTY LTD	LNG-STR-20140099	20,000,000.00		10/02/26	\$2,000 Insured, \$5,000 Water Damage/burst pipes \$2,000 earthquake
VOLUNTARY WORKERS LONGITUDE INSURANCE PTY LTD	LNG-STR-20140099	\$200,000/\$2,000		10/02/26	\$2,000 Insured, \$5,000 Water Damage/burst pipes \$2,000 earthquake
FIDELITY GUARANTEE LONGITUDE INSURANCE PTY LTD	LNG-STR-20140099	100,000.00		10/02/26	\$2,000 Insured, \$5,000 Water Damage/burst pipes \$2,000 earthquake
OFFICE BEARERS LIA LONGITUDE INSURANCE PTY LTD	LNG-STR-20140099	1,000,000.00		10/02/26	\$2,000 Insured, \$5,000 Water Damage/burst pipes \$2,000 earthquake
CATASTROPHE LONGITUDE INSURANCE PTY LTD	LNG-STR-20140099	13,521,471.00		10/02/26	\$2,000 Insured, \$5,000 Water Damage/burst pipes \$2,000 earthquake
GOV AUDIT COSTS LONGITUDE INSURANCE PTY LTD	LNG-STR-20140099	30,000.00		10/02/26	\$2,000 Insured, \$5,000 Water Damage/burst pipes \$2,000 earthquake
APPEAL EXPENSES LONGITUDE INSURANCE PTY LTD	LNG-STR-20140099	150,000.00		10/02/26	\$2,000 Insured, \$5,000 Water Damage/burst pipes \$2,000 earthquake
LEGAL DEFENCE LONGITUDE INSURANCE PTY LTD	LNG-STR-20140099	50,000.00		10/02/26	\$2,000 Insured, \$5,000 Water Damage/burst pipes \$2,000 earthquake
LOT OWNERS FIXTURES LONGITUDE INSURANCE PTY LTD	LNG-STR-20140099	300,000.00		10/02/26	\$2,000 Insured, \$5,000 Water Damage/burst pipes \$2,000 earthquake

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?

Yes - Name of caretaking service contractor engaged: HAISHON PTY LTD ACN 627 876 680

Has the body corporate authorised a letting agent for the scheme?

Yes - Name of authorised letting agent: HAISHON PTY LTD ACN 627 876 680

Embedded network electricity supply

Is there an arrangement to supply electricity to occupiers in the community titles scheme through an embedded network?

Yes

More information about embedded networks in community titles schemes is available from www.qld.gov.au/buyingbodycorporate.

Body corporate authority

This certificate is signed and given under the authority of the body corporate.

Name/s BCsystems

Positions/s held Body Corporate Manager

Date 12/01/2026

Signature/s _____



Copies of documents given with this certificate:

- by-laws for the scheme in consolidated form (if applicable)
- details of exclusive use by-laws or other allocations of common property (if applicable)
- the most recent statement of accounts
- details of amounts payable to the body corporate for another reason (if applicable)
- details of improvements the owner is responsible for (if applicable)
- the register of assets (if applicable)
- insurance policy details

Evolve Apartments CTS 49806

39-41 Thomas Street Chermside Qld 4032

BALANCE SHEET

AS AT 28 FEBRUARY 2025

	ACTUAL 28/02/2025	ACTUAL 29/02/2024
<u>OWNERS FUNDS</u>		
Administrative Fund	17,961.34	21,175.13
Sinking Fund	164,011.28	166,657.96
<u>TOTAL</u>	<u>\$ 181,972.62</u>	<u>\$ 187,833.09</u>
 <u>THESE FUNDS ARE REPRESENTED BY</u>		
 <u>CURRENT ASSETS</u>		
Gst On Capital	8,110.23	7,751.22
Cash At Bank	41,177.55	104,892.09
Accrued Income	2,592.16	2,198.96
B O Q Stratacash A/C 2	70,982.68	0.00
B O Q Stratacash A/C 3	74,367.43	70,000.00
Prepaid Expenses	58,086.60	50,044.75
Levies Billed Not Yet Due	83,275.50	78,438.33
Levies Pre-Paid	5,937.16	6,825.22
Levies In Arrears	1,707.46	769.60
Other Arrears	1,130.66	5,103.28
Interest On Overdue Levies	152.43	69.44
Sundry Debtors (Utilities)	0.00	4,618.05
<u>TOTAL ASSETS</u>	<u>347,519.86</u>	<u>330,710.94</u>
 <u>LIABILITIES</u>		
Gst Clearing A/C	(77.75)	2,206.01
Creditors	659.11	2,190.42
Accrued Expenses	12,574.99	2,742.30
Levies Billed Not Yet Due	83,275.50	78,438.33
Levies Pre-Paid	5,937.16	6,825.22
Levies In Advance	53,657.27	43,849.65
Other Payments In Advance	9,520.96	6,625.92
<u>TOTAL LIABILITIES</u>	<u>165,547.24</u>	<u>142,877.85</u>
 <u>NET ASSETS</u>	 <u>\$ 181,972.62</u>	 <u>\$ 187,833.09</u>

Evolve Apartments CTS 49806

39-41 Thomas Street Chermside Qld 4032

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 MARCH 2024 TO 28 FEBRUARY 2025

	ACTUAL 01/03/24-28/02/25	BUDGET 01/03/24-28/02/25	%	ACTUAL 01/03/23-29/02/24
<u>ADMINISTRATIVE FUND</u>				
<u>INCOME</u>				
Levies - Administrative Fund	185,447.14	185,450.00	100.00	176,611.72
Insurance Premium Reimbursemnt	50,944.42	50,950.00	99.99	36,584.39
Interest On Overdue Levies	754.12	0.00		1,128.01
Gst On Income	(21,490.12)	(21,490.91)	100.00	(19,381.48)
<u>TOTAL ADMIN. FUND INCOME</u>	215,655.56	214,909.09		194,942.64
<u>EXPENDITURE - ADMIN. FUND</u>				
<u>AUDIT & TAXATION COSTS</u>				
Independent Audit Fee	1,447.60	1,381.60	104.78	1,381.60
Independent Audit File Prep	569.80	569.80	100.00	569.80
Bas Lodgement	1,012.00	1,012.00	100.00	1,001.00
Income Tax Return	220.00	220.00	100.00	220.00
<u>BANK & FINANCIAL CHARGES</u>				
Stratapay Transaction Fee	536.56	400.00	134.14	376.65
<u>UTILITIES</u>				
Electricity - Bulk Supply	16,919.37	10,100.00	167.52	10,099.47
Electricity - Recovery	(8,063.28)	(9,800.00)	82.28	(9,772.04)
Electricity Govt Rebate No Gst	(487.50)	0.00	0.00	0.00
Gas - Supply	0.00	1,000.00	0.00	(1,024.93)
Cold Water - Common -No Gst	7,184.56	10,000.00	71.85	8,694.43
Utility Consultant/Advice	0.00	0.00	0.00	1,650.00
Utility Billing	0.00	7,000.00	0.00	5,786.66
Utility Billing - Recovery	0.00	(7,200.00)	0.00	(5,985.05)
Utilities Arrears - Bad Debt	4,618.05	0.00		0.00
<u>INSURANCE</u>				
Insurance Premium	48,038.31	47,761.95	100.58	47,113.59
Insurance Stamp Duty - No Gst	4,243.78	4,221.85	100.52	4,176.38
Insurance Claim Rec - No Gst	0.00	0.00	0.00	1,320.00
Insurance Excess Scheme No Gst	0.00	2,000.00	0.00	0.00
<u>CARETAKER/BUILDING MANAGER</u>				
Caretaker Contract	101,652.66	101,652.69	100.00	97,263.87
<u>PROFESSIONAL ADVICE/FEES</u>				
Debt Recovery	160.60	0.00		0.00
Advice - Strata Additional	2,521.50	3,000.00	84.05	3,014.90
Advice - Maintenance	44.00	0.00		0.00
<u>LICENCES & PERMITS FEE</u>				
Backflow Registration - No Gst	447.00	250.00	178.80	0.00
Software & Records Storage	1,709.40	1,709.40	100.00	1,709.40
<u>COMPLIANCE</u>				
Report - Insurance Valuation	0.00	0.00	0.00	1,067.00
Anchor Point Testing	682.00	0.00		0.00

Evolve Apartments CTS 49806

39-41 Thomas Street Chermside Qld 4032

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 MARCH 2024 TO 28 FEBRUARY 2025

	ACTUAL 01/03/24-28/02/25	BUDGET 01/03/24-28/02/25	%	ACTUAL 01/03/23-29/02/24
<u>FIRE PROTECTION</u>				
Fire - R & M General	0.00	6,500.00	0.00	0.00
Fire - Equipment Contract 1	2,453.04	9,500.00	25.82	3,433.03
Fire - Emergency/Exit Lights	404.82	0.00		4,081.00
Fire - Doors R&M	0.00	0.00	0.00	220.00
Fire - Panel/Alarm	0.00	0.00	0.00	484.00
Fire - Qfes Monitoring	3,040.05	3,050.00	99.67	3,040.05
Fire - Hydrant	0.00	0.00	0.00	935.00
Fire - Hoses	0.00	0.00	0.00	88.00
Fire - Pumps	0.00	0.00	0.00	110.00
Fire - Sprinkler System	0.00	0.00	0.00	473.00
Fire - Compliance Activities	0.00	0.00	0.00	99.00
<u>LIFT</u>				
Lift Contract	11,599.78	12,030.00	96.42	11,454.84
Lift R&M	434.50	2,000.00	21.72	3,174.60
Lift Registration Fee - No Gst	945.48	500.00	189.10	1,402.62
Lift Phone	520.85	500.00	104.17	462.00
<u>CLEANING</u>				
Cleaning - General	2,742.08	500.00	548.42	530.20
Cleaning - Carpark	0.00	3,000.00	0.00	2,948.00
Cleaning - Pressure Clean	495.00	0.00		0.00
Cleaning - Garbage Chute	3,292.58	2,100.00	156.79	2,046.00
<u>PEST CONTROL</u>				
Pest Control Treatment	1,175.00	1,000.00	117.50	998.00
<u>ELECTRICAL</u>				
R&M - Electrical General	2,428.92	1,000.00	242.89	363.00
R&M - Rcd/Safety Switch	480.71	0.00		0.00
<u>PLUMBING</u>				
Plumbing General	1,942.37	1,000.00	194.24	780.00
Backflow Device Testing	280.50	300.00	93.50	280.50
<u>BUILDING GENERAL</u>				
R&M - Building General	2,288.00	1,000.00	228.80	0.00
R&M - Doors	0.00	1,000.00	0.00	1,894.79
R&M - Roller Doors	0.00	2,000.00	0.00	1,727.00
R&M - Locks/Keys	1,085.01	500.00	217.00	694.88
R&M - Painting	0.00	500.00	0.00	1,320.00
<u>GARDENS/GROUNDS</u>				
R&M - Grounds General	495.00	500.00	99.00	495.00
<u>EQUIPMENT/FURNITURE</u>				
R&M - Equipment	0.00	250.00	0.00	161.14
R&M -Garbage Chute	286.00	0.00		0.00
<u>POOL/SPA</u>				

Evolve Apartments CTS 49806

39-41 Thomas Street Chermside Qld 4032

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 MARCH 2024 TO 28 FEBRUARY 2025

	ACTUAL 01/03/24-28/02/25	BUDGET 01/03/24-28/02/25	%	ACTUAL 01/03/23-29/02/24
Pool Maintenance	1,632.40	3,000.00	54.41	4,984.74
Pool Fence Safety Inspe No Gst	44.26	50.00	88.52	41.05
SECURITY				
Security General	1,210.00	0.00		0.00
R&M - Intercom/Access Control	308.00	250.00	123.20	246.40
BODY CORPORATE MANAGEMENT				
Fixed Price -Management Time	13,756.53	13,857.49	99.27	13,182.65
Fixed Price - Disbursements	5,336.86	5,366.16	99.45	5,104.48
Variable Disbursements	281.29	1,000.00	28.13	874.89
MISC				
Prior Year Adjustment	(1,915.81)	0.00	0.00	0.00
GST				
Gst On Expenses	(21,630.28)	(20,955.59)	103.22	(22,212.54)
TOTAL ADMIN. EXPENDITURE	218,869.35	226,577.35		214,580.05
SURPLUS / DEFICIT	\$ (3,213.79)	\$ (11,668.26)		\$ (19,637.41)
Opening Admin. Balance	21,175.13	21,175.13	100.00	40,812.54
ADMINISTRATIVE FUND BALANCE	\$ 17,961.34	\$ 9,506.87		\$ 21,175.13

Evolve Apartments CTS 49806

39-41 Thomas Street Chermside Qld 4032

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 MARCH 2024 TO 28 FEBRUARY 2025

	ACTUAL 01/03/24-28/02/25	BUDGET 01/03/24-28/02/25	%	ACTUAL 01/03/23-29/02/24
<u>SINKING FUND</u>				
<u>INCOME</u>				
Levies - Sinking Fund	78,420.80	78,420.00	100.00	75,422.33
<u>INTEREST</u>				
Interest Received	3,151.15	4,000.00	78.78	3,321.16
Accrued Interest	2,592.16	0.00		1,404.99
Gst On Income	(7,129.16)	(7,129.09)	100.00	(6,856.58)
<u>TOTAL SINKING FUND INCOME</u>	77,034.95	75,290.91		73,291.90
<u>EXPENDITURE - SINKING FUND</u>				
<u>FEE/REPORTS</u>				
Project Engineer	0.00	0.00	0.00	11,000.00
Professional Fees Other	17,734.20	13,695.00	129.49	0.00
<u>FIRE</u>				
Fire - Exit/Emergency Lighting	5,493.91	0.00		0.00
<u>LIFT</u>				
Lift - Project Costs	5,478.00	0.00		0.00
<u>ELECTRICAL</u>				
Electrical General	18,639.50	0.00		0.00
Electrical - Lighting	0.00	6,085.25	0.00	0.00
Electrical - Wiring	0.00	18,639.50	0.00	0.00
<u>PLUMBING</u>				
Plumbing - General	0.00	5,000.00	0.00	0.00
Pumps - General	9,310.71	0.00		0.00
<u>BUILDING</u>				
Building General	0.00	25,000.00	0.00	3,629.81
Windows	1,897.50	0.00		0.00
Waterproofing	20,831.80	0.00		0.00
Painting - Linemarking	6,050.88	0.00		0.00
<u>FACILITIES/EQUIPMENT</u>				
Furniture - Outdoor	0.00	0.00	0.00	1,237.00
Furniture - Indoor	0.00	0.00	0.00	529.00
<u>POOL/SPA</u>				
Pool - Equipment	1,780.00	0.00		0.00
<u>TAXATION</u>				
Income Tax - Payment/Adjustmnt	393.90	0.00		0.00
<u>GST</u>				
Gst On Expenses	(7,928.77)	(6,219.99)	127.47	(1,438.71)
<u>TOTAL SINK. FUND EXPENDITURE</u>	79,681.63	62,199.76		14,957.10
<u>SURPLUS / DEFICIT</u>	\$ (2,646.68)	\$ 13,091.15		\$ 58,334.80

Evolve Apartments CTS 49806

39-41 Thomas Street Chermside Qld 4032

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 MARCH 2024 TO 28 FEBRUARY 2025

	ACTUAL	BUDGET	%	ACTUAL
	01/03/24-28/02/25	01/03/24-28/02/25		01/03/23-29/02/24
Opening Sinking Fund Balance	<u>166,657.96</u>	<u>166,657.96</u>	<u>100.00</u>	<u>108,323.16</u>
<u>SINKING FUND BALANCE</u>	<u>\$ 164,011.28</u>	<u>\$ 179,749.11</u>		<u>\$ 166,657.96</u>

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

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

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

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

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

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

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

The following information is provided by the Queensland Government:

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

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

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

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

The owner must:

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

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

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

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

How to identify a specific obligation

Improvements to common property include both:

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

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

Common examples of improvements:

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

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

Historical improvements

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

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

Improvement as a 'removal' of something

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

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

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

Further right to information

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

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

Queensland Titles Registry Pty Ltd
 ABN 23 648 568 101

Search Date: 13/01/2026 09:58

Request No: 54682398

SCHEME NAME

EVOLVE APARTMENTS COMMUNITY TITLES SCHEME 49806

BODY CORPORATE ADDRESS

BODY CORPORATE SYSTEMS PTY LTD
 PO BOX 743
 MORNINGSIDE QLD
 4170

COMMUNITY MANAGEMENT STATEMENT No: 49806

Title	Lot	Plan	Title	Lot	Plan
51086391	CP	SP 266217	51086392	1	SP 266217
51086393	2	SP 266217	51086394	101	SP 266217
51086395	102	SP 266217	51086396	103	SP 266217
51086397	104	SP 266217	51086398	105	SP 266217
51086399	106	SP 266217	51086400	107	SP 266217
51086401	108	SP 266217	51086402	109	SP 266217
51086403	201	SP 266217	51086404	202	SP 266217
51086405	203	SP 266217	51086406	204	SP 266217
51086407	205	SP 266217	51086408	206	SP 266217
51086409	207	SP 266217	51086410	208	SP 266217
51086411	209	SP 266217	51086412	301	SP 266217
51086413	302	SP 266217	51086414	303	SP 266217
51086415	304	SP 266217	51086416	305	SP 266217
51086417	306	SP 266217	51086418	307	SP 266217
51086419	308	SP 266217	51086420	401	SP 266217
51086421	402	SP 266217	51086422	403	SP 266217
51086423	404	SP 266217	51086424	405	SP 266217
51086425	406	SP 266217	51086426	407	SP 266217
51086427	408	SP 266217	51086428	501	SP 266217
51086429	502	SP 266217	51086430	503	SP 266217
51086431	504	SP 266217	51086432	505	SP 266217
51086433	506	SP 266217	51086434	507	SP 266217
51086435	508	SP 266217	51086436	601	SP 266217
51086437	602	SP 266217	51086438	603	SP 266217
51086439	604	SP 266217	51086440	605	SP 266217
51086441	606	SP 266217	51086442	607	SP 266217
51086443	608	SP 266217	51086444	701	SP 266217
51086445	702	SP 266217	51086446	703	SP 266217
51086447	704	SP 266217	51086448	705	SP 266217
51086449	706	SP 266217	51086450	707	SP 266217
51086451	708	SP 266217	51086452	801	SP 266217
51086453	802	SP 266217	51086454	803	SP 266217
51086455	804	SP 266217	51086456	805	SP 266217

Queensland Titles Registry Pty Ltd
 ABN 23 648 568 101

CMS Number:	49806
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COMMUNITY MANAGEMENT STATEMENT No: 49806 (Continued)

Title	Lot	Plan		Title	Lot	Plan	
51086457	806	SP	266217	51086458	807	SP	266217
51086459	808	SP	266217	51086460	901	SP	266217
51086461	902	SP	266217	51086462	903	SP	266217
51086463	904	SP	266217	51086464	905	SP	266217
51086465	906	SP	266217				

COMMUNITY MANAGEMENT STATEMENT Dealing No: 718665220

** End of Community Titles Scheme Search **

QUEENSLAND TITLES REGISTRY

GENERAL REQUEST

FORM 14 Version 4
Page 1 of 1

Duty Imprint



718665220

\$88.00

29/03/2018 15:49

BE 470

the Department's website.

1. Nature of requestREQUEST TO RECORD NEW COMMUNITY
MANAGEMENT STATEMENT FOR EVOLVE
APARTMENTS COMMUNITY TITLES SCHEME
49806**Lodger** (Name, address, E-mail & phone number)HWL EBSWORTH LAWYERS
GPO BOX 2033, BRISBANE QLD 4001
PH: 07 3169 4927
EMAIL: rmcadoo@hwle.com.au
REF:JDW:RLM:303852**Lodger
Code****88A****2. Lot on Plan Description**COMMON PROPERTY FOR EVOLVE APARTMENTS
COMMUNITY TITLES SCHEME 49806**Title Reference**

51086391

3. Registered Proprietor/State Lessee

BODY CORPORATE FOR EVOLVE APARTMENTS COMMUNITY TITLES SCHEME 49806

4. Interest

NOT APPLICABLE

5. Applicant

BODY CORPORATE FOR EVOLVE APARTMENTS COMMUNITY TITLES SCHEME 49806

6. Request

I hereby request that: THE NEW COMMUNITY MANAGEMENT STATEMENT DEPOSITED HERewith, WHICH AMENDS SCHEDULE E OF THE EXISTING COMMUNITY MANAGEMENT STATEMENT, BE RECORDED AS THE COMMUNITY MANAGEMENT STATEMENT FOR EVOLVE APARTMENTS COMMUNITY TITLES SCHEME 49806.

7. Execution by applicant12/03/18
Execution DateRachel Lee McAdoo - Solicitor
Applicant's or Solicitor's Signature

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

THIS STATEMENT MUST BE LODGED TOGETHER WITH
A FORM 14 GE
A NEW STATEMENT
(3) MONTHS (BY THE
BODY CORPORATE

49806

IN THE CASE OF
WITHIN THREE
MONTHS BY THE

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**
Evolve Apartments community titles scheme 49806

2. **Regulation module**
Accommodation Module

3. **Name of body corporate**
Body Corporate for Evolve Apartments community titles scheme 49806

4. **Scheme land**

Lot on Plan Description	Title Reference
Common Property for Evolve Apartments CTS 49806	51086391
Lots 1, 2, 101 to 109, 201 to 209, 301 to 308, 401 to 408, 501 to 508, 601 to 608, 701 to 708, 801 to 808 and 901 to 906 on SP 266217	51086392 - 51086465

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**

..... signed

..... name and designation

Brisbane City Council name of Local Government

8. **Execution by original owner/Consent of body corporate**



23/03/2018
Execution Date

Executed by the **Body Corporate for Evolve Apartments**
community titles scheme 49806

[Signature]
.....
Chairman

[Signature]
.....
Secretary
*Execution

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

Privacy Statement

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

Evolve Apartments community titles scheme 49806

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution Entitlement	Interest Entitlement
Lot 1 on SP 266217	178	252
Lot 2 on SP 266217	129	114
Lot 101 on SP 266217	140	150
Lot 102 on SP 266217	138	141
Lot 103 on SP 266217	129	108
Lot 104 on SP 266217	127	107
Lot 105 on SP 266217	137	164
Lot 106 on SP 266217	127	104
Lot 107 on SP 266217	137	146
Lot 108 on SP 266217	127	107
Lot 109 on SP 266217	136	134
Lot 201 on SP 266217	140	146
Lot 202 on SP 266217	138	141
Lot 203 on SP 266217	129	104
Lot 204 on SP 266217	132	120
Lot 205 on SP 266217	138	161
Lot 206 on SP 266217	127	103
Lot 207 on SP 266217	137	137
Lot 208 on SP 266217	127	104
Lot 209 on SP 266217	136	134
Lot 301 on SP 266217	137	132
Lot 302 on SP 266217	126	99
Lot 303 on SP 266217	129	102
Lot 304 on SP 266217	134	125
Lot 305 on SP 266217	135	131
Lot 306 on SP 266217	135	131

Evolve Apartments community titles scheme 49806

Lot on Plan	Contribution Entitlement	Interest Entitlement
Lot 307 on SP 266217	138	146
Lot 308 on SP 266217	138	141
Lot 401 on SP 266217	137	134
Lot 402 on SP 266217	126	101
Lot 403 on SP 266217	129	104
Lot 404 on SP 266217	134	128
Lot 405 on SP 266217	135	132
Lot 406 on SP 266217	135	132
Lot 407 on SP 266217	138	147
Lot 408 on SP 266217	138	143
Lot 501 on SP 266217	137	135
Lot 502 on SP 266217	126	102
Lot 503 on SP 266217	129	105
Lot 504 on SP 266217	134	129
Lot 505 on SP 266217	135	134
Lot 506 on SP 266217	135	134
Lot 507 on SP 266217	138	149
Lot 508 on SP 266217	138	144
Lot 601 on SP 266217	137	137
Lot 602 on SP 266217	126	104
Lot 603 on SP 266217	129	107
Lot 604 on SP 266217	134	131
Lot 605 on SP 266217	135	135
Lot 606 on SP 266217	135	135
Lot 607 on SP 266217	138	150
Lot 608 on SP 266217	138	146
Lot 701 on SP 266217	137	138
Lot 702 on SP 266217	126	105
Lot 703 on SP 266217	129	108

Evolve Apartments community titles scheme 49806

Lot on Plan	Contribution Entitlement	Interest Entitlement
Lot 704 on SP 266217	134	132
Lot 705 on SP 266217	135	137
Lot 706 on SP 266217	135	137
Lot 707 on SP 266217	138	153
Lot 708 on SP 266217	138	147
Lot 801 on SP 266217	137	140
Lot 802 on SP 266217	126	107
Lot 803 on SP 266217	129	110
Lot 804 on SP 266217	134	135
Lot 805 on SP 266217	135	138
Lot 806 on SP 266217	135	138
Lot 807 on SP 266217	138	156
Lot 808 on SP 266217	138	150
Lot 901 on SP 266217	154	240
Lot 902 on SP 266217	137	147
Lot 903 on SP 266217	130	116
Lot 904 on SP 266217	159	261
Lot 905 on SP 266217	135	155
Lot 906 on SP 266217	139	161
TOTAL	9995	9993

PRINCIPLES FOR DECIDING THE CONTRIBUTION LOT ENTITLEMENT FOR A LOT

1. The contribution schedule principle under section 46(7) of the *Body Corporate and Community Management Act 1997* (BCCM Act) on which the contribution schedule lot entitlements for the community titles scheme has been decided is the relativity principle.
2. The relativity principle referred to in paragraph 1 above is the principle that the lot entitlements must clearly demonstrate the relationship between the lots in the community titles scheme by reference to one or more particular relevant factors.
3. Section 46A(3) of the BCCM Act states that a relevant factor (as referred to in paragraph 2 above) may, and may only, be any of the following:
 - a. how the community titles scheme is structured;
 - b. the nature, features and characteristics of the lots;

Evolve Apartments community titles scheme 49806

- c. the purposes for which the lots are used;
 - d. the impact the lots may have on the costs of maintaining the common property;
 - e. the market values of the lots.
4. Individual contribution schedule lot entitlements for the community titles scheme were decided by reference to the following factors:
- a. the nature, features and characteristics of the lots in the community titles scheme;
 - b. the purposes for which the lots in the community titles scheme are used; and
 - c. the impact the lots in the community titles scheme may have on the costs of maintaining the common property within the community titles scheme,

and, in having reference to these factors, it is considered just and equitable for there to be a variation, ranging from a minimum of 126 to a maximum of 178 in the contribution schedule lot entitlements for the community titles scheme.

5. After having decided to use the relativity principle and by reference to the factors referred to in paragraph 4 above, the individual contribution lot entitlements for the community titles scheme were decided on the basis that certain features or characteristics of lots in the community titles scheme impact on the costs to the body corporate of repairing, maintaining, capital replacement and cleaning the common property, for example:
- a. a lot which has a greater external surface area will have a higher contribution schedule lot entitlement than a lot which has a smaller external surface area because there is a higher cost of repairing, maintaining, replacing and cleaning that part of the common property surrounding the lot with the greater external surface area;
 - b. the greater the floor area of a lot, the greater the prospective demand on the common property to protect, support, service and generally benefit the lot with corresponding greater cost to the body corporate in the provision of and in the repair, maintenance, capital replacement and, as applicable, cleaning of the common property provided to the lot; and
 - c. lots in the community titles scheme are used for residential purposes however, two lots are for retail purposes and therefore these two lots have a greater impact on the costs to the body corporate of repairing, maintaining, capital replacement and cleaning the common property.

PRINCIPLES FOR DECIDING THE INTEREST LOT ENTITLEMENT FOR A LOT

1. The interest schedule lot entitlements for lots in the community titles scheme reflect the respective market values of the lots in the scheme.

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

Sections 66(1)(f) and (g) of the *Body Corporate and Community Management Act 1997 (Qld)* do not apply.

SCHEDULE C BY-LAWS

PART 1 – INTERPRETATION

1. Interpretation

These By-Laws are to be interpreted in accordance with the following rules:

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- (a) Terms not defined in this CMS but defined in the BCCM Act have the meanings given to them in the BCCM Act.
- (b) Headings are for guidance only and are not to be used as an aid in interpretation.
- (c) Plurals include the singular and singular include the plural.
- (d) Reference to either gender includes a reference to the other gender.
- (e) Reference to the whole includes any part of the whole.
- (f) A reference to a statute, ordinance, code or other Law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.
- (g) In any combination or list of options, the use of the word "or" is not used as a word of limitation.
- (h) The use of the word "including" and any similar expression is not used as a word of limitation.
- (i) A reference to a person includes a firm, a body corporate, an unincorporated association or an authority.
- (j) Where these By-Laws say that something can or must be done by the Body Corporate then that thing may be done by the Committee unless there is a legal restriction on the Committee doing so.
- (k) All By-Laws must be construed so as to be valid, legal or enforceable in all respects. If any By-Law is illegal, invalid or unenforceable it is to be read down to such extent as may be necessary to ensure that it is legal, valid or enforceable as may be reasonable in the circumstances so as to give a valid operation of a partial character. If any such By-Law cannot be read down it, is deemed void and is severed and the remaining By-Laws are not in any way affected or impaired.

2. Definitions

In this CMS, unless the contrary intention appears:

- (a) **BCCM Act** means the *Body Corporate and Community Management Act 1997* and the Regulation Module applying to the Scheme.
- (b) **Authority** means any body, government or otherwise, or person having or exercising control over the use or the operation of the Scheme.
- (c) **Body Corporate** means the body corporate created upon establishment of the Scheme.
- (d) **Breach** means any breach, potential breach or threatened breach by an Owner, Occupier or Invitee of:
 - (i) these By-Laws;
 - (ii) the BCCM Act;
 - (iii) this CMS;
 - (iv) any registered covenant, easement or other encumbrance over the Common Property; or
 - (v) any rules relating to the Common Property made by the Committee pursuant to these By-Laws.

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- (e) **By-Laws** means these by-laws or any specified part of them.
- (f) **CMS** means this community management statement.
- (g) **Committee** means the committee of the Body Corporate appointed pursuant to the BCCM Act.
- (h) **Committee's Representative** means a member of the Committee or other person or body appointed from time to time for the purpose of representing the Committee.
- (i) **Common Property** means the common property of the Scheme.
- (j) **Costs** includes any cost, charge, expense, outgoing, payment or other expenditure of any nature whatsoever, including where appropriate:
 - (i) legal fees on a solicitor and own client basis; and
 - (ii) the cost of rectifying any Breach, or making good any damage caused by a Breach.
- (k) **Council** means Brisbane City Council.
- (l) **Display Unit** means a Lot or Lots used by the original owner or its nominee to promote further sales of Lots in the Scheme.
- (m) **Heavy Vehicle** means a motor vehicle in excess of 3 tonnes weight loaded and includes, irrespective of their weight, mobile homes, towed caravans and boats, campervans and motor homes.
- (n) **Invitee** includes a tenant, guest, servant, employee, agent, member of the family, contractor, customer, visitor, invitee and licensee of an Owner or Occupier.
- (o) **Law** means any statute, rule, regulation, proclamation, ordinance or by-law or statutory instrument.
- (p) **Letting Agent** means the person who from time to time holds an authorisation to act as the letting agent for the Scheme.
- (q) **Lot** means a lot in the Scheme and includes all improvements constructed on a lot and any areas of Common Property attaching to a lot under an exclusive use by-law allocation.
- (r) **Lot Utility Infrastructure** means utility infrastructure which is not Common Property as contemplated by section 20(1)(b) of the BCCM Act.
- (s) **Motor Vehicles** includes motorbikes but does not include Heavy Vehicles.
- (t) **Notice** means any notice in writing, statement in writing, any written material and any other written communication.
- (u) **Occupier** means any occupier of a Lot and includes:
 - (i) the Owner (where the context requires, even if the owner is not in actual occupation of the Lot);
 - (ii) a mortgagee in possession of a Lot;
 - (iii) a tenant or lessee (registered or otherwise) of a Lot or a part of a Lot ; and
 - (iv) includes an occupier of a part of a Lot.

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- (v) **Original Owner** means Open Corporation Funds Management Limited ACN 154 921 730 as trustee under instrument no 715394773 and 715394777 or any other party nominated in writing to the Body Corporate by Open Corporation Funds Management Limited ACN 154 921 730 as trustee under instrument no 715394773 and 715394777 or by a party which has already been nominated to the Body Corporate.
- (w) **Owner** has the meaning defined by the BCCM Act and includes the successors in title and assigns of the Owner.
- (x) **Person** includes any corporation or association whether incorporate or not and bodies politic.
- (y) **Pets** means dogs, cats, birds and other animals kept as pets.
- (z) **Service Contractor** means the person or corporation appointed by the Body Corporate from time to time as service contractor to, amongst other things, keep the Common Property maintained and in good order and repair.
- (aa) **Scheme** means Evolve Apartments community titles scheme.
- (bb) **Scheme Land** means all the land contained in the Scheme.
- (cc) **Secretary** means the secretary of the Body Corporate.
- (dd) **Speed Limit** means 20 kilometres per hour or such other speed nominated by the Committee from time to time.

PART 2 – COMPLIANCE WITH CMS, BY-LAWS, RULES AND NOTICES

3. Observance of By-Laws and Peaceful Enjoyment

- 3.1 Occupiers must observe and ensure that their Invitees observe these By-Laws.
- 3.2 Occupiers must not behave in a manner likely to interfere with the peaceful enjoyment of other Occupiers.
- 3.3 An Owner whose Lot is the subject of a lease, licence or tenancy agreement must take all reasonable steps to ensure that any lessee, licensee, tenant or other Occupier or their Invitees comply with and observe these By-Laws.
- 3.4 An Owner must give a copy of these By-Laws to any Occupier of a Lot.

4. Rules Relating to Common Property

- 4.1 The Committee may make, amend, delete or add to, from time to time, rules relating to the Common Property and/or assets of the Body Corporate and in particular (without limitation) in relation to the use of any improvements on or facilities within the Common Property not inconsistent with these By-Laws, unless and until they are disallowed or revoked by the Body Corporate in general meeting.
- 4.2 Occupiers must comply with any rules relating to the Common Property and/or assets of Body Corporate made under this By-Law.

5. Instructions to Contractors etc

Occupiers must not directly instruct any contractors or workmen employed by the Body Corporate unless authorised in writing by the Body Corporate.

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6. Notices to be Observed

Occupiers and Invitees must observe the terms of any Notice displayed in the Common Property by authority of the Body Corporate or the Committee or of any lawful authority.

7. Throwing or Dropping Objects

Occupiers must not throw, drop or allow to throw any object or substance from their Lot or the Common Property in or onto another Lot or the Common Property or to outside of the Scheme.

PART 3 - VEHICLES

8. Vehicles

8.1 An Owner or Occupier of a Lot must not, without the Body Corporate's written approval:

- (a) park a vehicle or allow a vehicle to stand on the Common Property; or
- (b) permit an Invitee to park a vehicle or allow a vehicle to stand on the Common Property, except for the designated visitor parking which must remain available at all times for the sole use of visitor's vehicles.

8.2 An approval under sub-section 1 must state the period for which it is given, with the exception of designated visitor parking.

8.3 However, the Body Corporate may cancel the approval by giving 7 days written notice to the Owner or Occupier, with the exception of designated visitor parking.

8.4 The Committee is empowered to remove, at the expense of the vehicle's owner, vehicles parked illegally on Common Property by towing or other means.

8.5 Unless approved in writing by the Committee, Heavy Vehicles must not be parked in a Lot's allocated parking space.

8.6 Vehicles parked within the Scheme must be kept clean and in a roadworthy condition.

9. Car Washing

Washing of vehicles shall only occur in designated areas.

10. Bicycle Racks

Bicycles shall only be stored in bicycle racks provided by the Body Corporate and must be locked to prevent theft. Bicycles may only be brought into and out of the Scheme by way of the carpark entry.

11. Speed Limits

Occupiers must not exceed the Speed Limit while driving any vehicle on the Common Property. Occupiers must use their best endeavours to ensure that their Invitees do not exceed the Speed Limit.

PART 4 – OBLIGATIONS IN RESPECT OF LOTS

12. Use of Lots

12.1 Subject to these By-Laws (including, without limitation, the rights of the Service Contractor and Letting Agent under Part 8), Lots must be used only for residential purposes.

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12.2 Lots must not be used:

- (a) for any purpose that may cause a nuisance or hazard or is in any manner likely to interfere with the peaceful enjoyment of other Occupiers or any person lawfully using the Common Property;
- (b) for any illegal or immoral purpose that will interfere with the good reputation of the Scheme; or
- (c) for any purpose that may endanger the safety or good reputation of persons residing within the Scheme.

12.3 Occupiers may, providing that it is lawful to do so, carry out a home occupation or business from a Lot and may receive visitors for that purpose providing:

- (a) the use does not conflict with the rights of any Service Contractor or Letting Agent under these By-Laws or otherwise appointed by the Body Corporate;
- (b) the use is lawful and all necessary permits and insurances for the use are held;
- (c) the use does not unreasonably interfere with the amenity of other Occupiers; and
- (d) the Occupier obeys the reasonable directions and requirements of the Committee.

12.4 Lots 1 and 2 may be used for retail or commercial purposes but may not be used for the purposes of a real estate agency (including the letting of properties) other than by the Letting Agent or with the written consent of the Letting Agent.

13. Maintenance of Lots

13.1 Occupiers must:

- (a) maintain their Lot and keep it clean and free of rubbish and vermin;
- (b) keep accessible windows and glass clean;
- (c) maintain and repair their Lot so that it is not offensive in appearance to other Occupiers; and
- (d) ensure that all balconies and terraces forming part of their Lot do not leak resulting in water escaping into other Lots or Common Property.

13.2 If the Committee gives the Occupier reasonable notice of the intention to enter the Lot for inspection or to carry out works, an Occupier must permit representatives, agents and contractors of the Body Corporate access to the Lot at all reasonable times for the purpose of inspection and carrying out works to rectify any Breach.

14. Alteration to Lots

14.1 An Owner or Occupier must not alter a Lot in any way without the approval in writing of the Committee.

14.2 No approval of the Committee is necessary in respect of minor maintenance of the internal area of the Lot such as painting of internal walls and replacement of carpet providing that the colours of such finishes which are visible from outside of the Lot are in keeping with the colours used in the Scheme generally.

14.3 An Owner must submit plans and specifications and any other details required by the Body Corporate to the Committee in respect of any proposed alterations.

14.4 The Committee must not unreasonably withhold its consent to an alteration, and may give its consent subject to reasonable conditions.

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- 14.5 An approval given by the Committee to an alteration (in particular the installation of shutters) is conditional upon the Owner first obtaining all necessary Council approvals to the alteration.
- 14.6 Unless specifically shown as such on the Council approved plans for the Scheme, balconies and terraces are to remain unenclosed and there are to be no shutters, glazing, louvers, blinds or similar structures on balconies and terraces.
- 14.7 For avoidance of doubt, Owners must not make alterations to the floor finishes of their Lots, except to replace with a finish which is the same as that installed by the Original Owner without approval in writing of the Committee which may be given subject to conditions. The Committee in giving any such approval must ensure that the finishes installed do not permit the transfer of noise from the floor of a Lot into a Lot located below the relevant Lot in the building such as maybe the case when using wooden floorboards or parquetry as the floor finishes.
- 14.8 Air-conditioning systems may only be installed in exclusive use areas designated for installation or in areas, including within a Lot, designated by the Committee. All such systems must comply with all relevant standards in respect of noise omissions and otherwise as directed by the Committee.
- 15. Appearance of Lots**
- 15.1 The purpose of this By-Law is to ensure that the Scheme remains at all times:
- (a) visually uniform;
 - (b) tidy in appearance; and
 - (c) having garden areas and plants which are compatible and conform with the landscaping of the Scheme generally.
- 15.2 Unless approved in writing by the Committee, an Occupier must not:
- (a) hang any washing, bedding or other articles;
 - (b) display any sign, banner, advertisement or similar articles;
 - (c) use any part of the Lot for storage (except exclusive use storage areas);
 - (d) keep any oversized plants (as determined in the opinion of the Committee); and
 - (e) install any aerials, receivers or the like,
- if it is visible from outside of the Lot.
- 15.3 An Occupier must not hang curtains or blinds, apply window tinting or install screens or similar devices which are visible from outside of the Lot unless first approved in writing by the Committee. The Committee must have regard to the purpose of this By-Law in giving any approval.
- 15.4 An Occupier of a Lot which contains any garden area or feature plants must maintain that area or plants so as to achieve the purpose of this By-Law.
- 16. Clearance of Post Boxes**
- Occupiers (and if the Lot is vacant, Owners) must regularly clear the post box for the Lot.

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17. Nuisance

- 17.1 Occupiers and Invitees must not make or permit any noise likely to unreasonably interfere with the peaceful enjoyment of other Occupiers.
- 17.2 Occupiers must take all practical means to minimise annoyance to other Occupiers including by closing doors, windows and curtains and taking such further reasonable steps as may be within their power.
- 17.3 Invitees leaving after 11.00 pm must be requested to leave quietly. Quietness must also be observed when an Occupier returns late at night or in early morning hours.
- 17.4 Occupiers must not operate any electronic device or equipment which interferes with any domestic appliance or apparatus lawfully in use within the Scheme.
- 17.5 Occupiers must be appropriately dressed at all times when visible from Common Property, other Lots or outside the Scheme.

18. Infectious Diseases

Occupiers must:

- (a) immediately give Notice to the Body Corporate of any serious infectious disease contracted by the Occupier or an Invitee; and
- (b) include in such Notice details of all relevant information related to that disease.

19. Insurance

Occupiers must not bring on to, do or keep any thing in or on their Lots which may increase the rate of insurance of the Scheme or which may conflict with the laws relating to fires or any insurance policy for the Scheme or the regulations of any public authority.

PART 5 – OBLIGATIONS RELATING TO BOTH THE USE OF THE COMMON PROPERTY AND LOTS

20. Garbage Disposal

- 20.1 Garbage must be kept in a clean and dry garbage receptacle within a Lot or on Common Property designated by the Committee.
- 20.2 Occupiers must not, in disposing of garbage, adversely affect the health, hygiene or comfort of other Occupiers.
- 20.3 Occupiers must not put any rubbish, dirt or other offensive material on the Common Property and must directly dispose of any rubbish generated within or located within that Occupier's Lot.
- 20.4 The Committee may:
- (a) clear away all rubbish, dirt or other material located on the Common Property or within a Lot; and
- (b) repair any damage caused to the Common Property or the Lot by any rubbish, dirt or other material,
- at the cost of the Owner of the offending Lot.
- 20.5 The Body Corporate has the power to devise and adopt a garbage storage removal system from time to time. Any system must be first approved by Council's waste service division and must be complied with by Occupiers.

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20.6 The Body Corporate must give and is empowered to give any indemnities in favour of the Brisbane City Council or other Authority as required to facilitate the removal of garbage including in relation to damage caused to improvements and infrastructure by garbage removal vehicles.

21. Flammable Substances

21.1 Occupiers must not, without the written permission of the Committee, store a flammable substance on the Common Property.

21.2 Occupiers must not, without the written permission of the Committee, store a flammable substance on the Lot unless the substance is used or intended to be used for domestic purposes.

22. Keeping of Pets

22.1 Any Occupiers keeping Pets must comply with the following conditions;

- (a) dogs and cats must wear an identification tag, tattoo or micro chip;
- (b) all Pets, if required by law to be licensed or registered, are licensed or registered;
- (c) clean and remove any mess left on Common Property by any Pet under their control;
- (d) ensure that dogs and cats are appropriately restrained while on Common Property;
- (e) ensure Pets are at all times kept clean, quiet, controlled and within their Lot;
- (f) all Pets are not allowed in the recreation area; and
- (g) a maximum of 2 Pets are allowed within a Lot at any time.

22.2 If an Occupier fails to comply with the conditions in By-Law 24.1, the Committee may, at the cost of the Owner of the offending Lot, remove a Pet from within the Scheme.

22.3 The Committee may, at the cost of the Owner of the offending Lot, remove a Pet from within the Scheme if the Pet is disturbing others, in the Committee's reasonable opinion.

22.4 Occupiers mentioned in section 5 of the *Guide, Hearing and Assistance Dogs Act 2009 (Qld)* have the right to be accompanied by a guide dog while within the Scheme.

23. Auction Sales

Occupiers must not permit any auction sale to be conducted or to take place within their Lot or upon the Common Property without the prior written permission of the Committee.

24. Use of Facilities

Occupiers must use facilities in Lots and within the Common Property properly and not for any purpose for which they were not intended for use.

PART 6 – OBLIGATIONS IN RESPECT OF COMMON PROPERTY

25. Obstruction

Occupiers must not:

- (a) interfere with the lawful use of the Common Property; or

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- (b) interfere with the use of access ways, footpaths or driveways on the Common Property or any easement giving access to or through the Common Property; or
- (c) use access ways, footpaths or driveways on the Common Property for any purpose other than access.

26. Accidents On Common Property

Occupiers must:

- (a) give Notice to the Body Corporate of any accident which occurs or arises out of or relates to Common Property;
- (b) include in such Notice, all details of the accident which would be normally required by an insurer; and
- (c) provide all such assistance with any insurance claim arising out of such accident as is reasonably required by the Body Corporate.

27. Damage to Common Property

- 27.1 Occupiers must not damage or remove or use for their own purposes any lawn, garden or plant on Common Property without the written consent of the Committee.
- 27.2 Occupiers must not alter, operate, damage or in any way deface any structure that forms part of the Common Property without the written consent of the Committee.

28. Notice of Damage

Occupiers must promptly notify the Body Corporate of any damage to or defect in any service, connection or fixtures which comprise part of the Common Property.

29. No Smoking

Occupiers must not at any time smoke cigarettes or any other substance whilst on Common Property.

30. Lot Utility Infrastructure located on Common Property

30.1 Lot Utility Infrastructure may, subject to consent of the Committee (such consent not to be unreasonably withheld), be located on Common Property such as roof top areas. No consent is required for Lot Utility Infrastructure which is installed by the Original Owner.

30.2 Owners are responsible for:

- (a) the repair, maintenance and replacement of: and
- (b) any loss or damage to,

Lot Utility Infrastructure.

30.3 The Body Corporate must allow access to service contractor of Owners to the area of Common Property where the Lot Utility Infrastructure is located at all reasonable times and upon reasonable notice to enable Owners to comply with this By-law.

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PART 7 – THE BODY CORPORATE

31. Empowering By-Law

- 31.1 The Body Corporate is empowered to negotiate and to enter into such agreements and deeds for administration, caretaking, maintenance, services and security (collectively "Services") as it decides in its discretion are to its benefit.
- 31.2 The Body Corporate is further empowered to regulate the provision of any Services throughout the Scheme and contributions toward the cost of the Services.
- 31.3 Without limitation and by way of example, under this By-law the Body Corporate may enter into arrangements with service contractors for the purchase and supply to the Body Corporate and Occupiers of telecommunications, electricity, gas, hot water, chilled water (to enable the operation of air-conditioning systems) etc ("Utilities"). Under such an arrangement, Occupiers may be charged, by either the Body Corporate or a service contractor, either a flat fee or a fee based on use (or a combination of both) for the consumption of the Utilities as well as administration charges. The Committee may, from time to time, make, delete or add to rules relating to such arrangements. Occupiers, as a condition of the supply of the Utilities, must comply with any such rules and may have to enter into supply agreements with the contractors as a condition of the supply of the Utilities.

32. Breach

- 32.1 If an Occupier commits a Breach, the Body Corporate may give the Owner and Occupier a Notice to remedy the Breach within 14 days.
- 32.2 If the Owner or Occupier fail to remedy the Breach, the Body Corporate may, on a further 3 days Notice to the Owner and Occupier, enter the Lot and carry out any necessary works to remedy the Breach.
- 32.3 If an Occupier commits a Breach and the Committee deems it to be an emergency situation, the Body Corporate may immediately enter the Lot and carry out the necessary works to remedy the Breach.
- 32.4 For avoidance of doubt, the Body Corporate may recover its costs in respect of that Breach in accordance with these By-Laws and under the BCCM Act.

33. Inspection of Lots

- 33.1 Occupiers must permit, (upon 3 day's Notice, except in the case of an emergency when no notice is required) representatives of the Body Corporate to access their Lot to:
- (a) conduct inspections;
 - (b) test any equipment within the Lot;
 - (c) trace and repair any leakage or defect in equipment within the Lot at the expense of the Owner;
 - (d) read any meter situated within the Lot; and
 - (e) maintain any equipment (including mechanical exhaust equipment) within the Lot at the expense of the Owner.
- 33.2 If an Occupier does not permit access, the Body Corporate may effect entry and will not be liable for any damage occasioned to the Lot or any structure on the Lot in effecting the entry.
- 33.3 The Body Corporate, in exercising its powers under this By-Law, will ensure that it causes as little inconvenience to the Occupier as is reasonable in the circumstances.

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34. Recovery of Costs

- 34.1 If an Occupier or Invitee commits a Breach, the Owner of the relevant Lot must pay on demand the whole of the Body Corporate's Costs in respect of that Breach, which amount will be deemed to be a liquidated debt.
- 34.2 Where the Body Corporate incurs Costs as a result of a Breach, the Body Corporate will be entitled to and the Committee may, in its absolute discretion:
- (a) seek an order of an Adjudicator under the BCCM Act requiring the Owner who committed the Breach, or who is responsible for the Breach (if the Breach was committed by an Occupier of Invitee), to pay the Body Corporate's Costs; or
 - (b) recover its Costs as a debt in an action in any Court of competent jurisdiction from the Owner who committed the Breach or who is responsible for the Breach (if the Breach was committed by an Occupier of Invitee).

35. Levies

- 35.1 If a contribution levied under the BCCM Act is unpaid 30 days after it falls due for payment, then the Owner will have committed a Breach. The amount of the unpaid contribution will bear interest at an annual rate to be determined by the Committee from time to time. If no such determination has been made, then at a rate of 2½ % per month or any part month.
- 35.2 If, at the time a person becomes the Owner, another person is liable in respect of the Lot to pay a contribution or interest on a contribution, the Owner is jointly and severally liable with the other person for the payment of the contribution or interest.
- 35.3 Unpaid contributions and interest and all Body Corporate administrative costs and legal costs (on a solicitor and own client basis) associated with collecting the unpaid amounts are recoverable by the Body Corporate as a liquidated debt.

36. Correspondence

All complaints or applications to the Body Corporate or the Committee must be addressed in writing to the Secretary and not to any other member of the Committee.

37. Security System

- 37.1 The Body Corporate is empowered to establish and maintain a system in order to keep the Scheme secure which may include the keeping of a master key for the Scheme which enables entry into Lots. The Body Corporate may give a copy of any such master key to the Service Contractor and / or Letting Agent.
- 37.2 For avoidance of doubt, the security system may restrict the access of Occupiers to certain areas of Common Property within the Scheme such as lift motor rooms, meeting rooms, storage areas etc and may only permit access to lift foyer areas and passage ways to Occupiers (and their Invitees) of Lots which are situated on the same floor as the lift foyer areas and passage ways.
- 37.3 If the Body Corporate operates a security system, no Occupier may interfere with that system or alter any locking device preventing entry to their Lot without the prior written approval of the Committee.

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38. Fire Alarms

Occupiers who cause the fire alarm to be set off must pay the Costs of the Body Corporate incurred as a result, including any call out charges of the Fire Brigade.

PART 8 –LETTING AGENT

39. Letting Agent – Exclusive Letting Rights

39.1 While the Letting Agent holds an authorisation from the Body Corporate to act as a letting agent for the Scheme, the Letting Agent may conduct a letting and selling agents business from the Scheme to the exclusion of all others.

39.2 The Letting Agent may affix and display on the Common Property such signs and advertisements as may be reasonably required by the Letting Agent in the performance of its duties and in the exercise of its rights under any agreement entered into between the Letting Agent and the Body Corporate.

40. Service Contractor – Exclusive Rights

While the Service Contractor holds an appointment from the Body Corporate to manage and maintain the Common Property, the Service Contractor may provide its services to the Body Corporate (in accordance with the terms of that appointment) to the exclusion of all others.

41. Letting Agent and Service Contractor – Body Corporate's Obligations

41.1 Whilst the Letting Agent holds an authorisation from the Body Corporate to act as letting agent for the Scheme and / or the Service Contractor holds an appointment from the Body Corporate to manage and maintain the Common Property (the "Agreements"), the Body Corporate;

- (a) will not directly or indirectly provide any of the services set out in the Agreements;
- (b) will not permit any person, including its staff to carry on or render or be concerned in any business which competes with the business carried on by the Letting Agent or Service Contractor under the Agreements;
- (c) will not enter into with any other person an agreement, authority or appointment which is similar to the Agreements; and
- (d) the Body Corporate will not make any part of the Common Property available to any person for the purpose of conducting any business which competes with the business carried on by the Letting Agent or Service Contractor under the Agreements.

PART 9 - THE ORIGINAL OWNER

42. Display Unit and Promotional Functions

Despite anything else in these By-Laws, the Original Owner may:

- (a) use any Lot, or permit any Lot to be used, for the purposes of a Display Unit; and
- (b) erect signage, or permit signage to be erected within the Scheme (provided this complies with all laws); and
- (c) carry out promotional and marketing functions from the Common Property (but must minimise the disturbance to Occupiers in doing so).

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43. No Objection

The Original Owner is permitted to use and damage the Common Property for the purpose of developing the Scheme. If any damage is caused to the Common Property or anything on the Common Property, the Original Owner will make good the damage at its expense.

44. Lease or Licence of Common Property

Despite anything else in these By-laws, the Original Owner may by notice to the Body Corporate direct the Body Corporate to grant a lease or licence over areas of Common Property to utility providers or retailers on such terms and conditions as the Original Owner determines. If that happens, the Body Corporate is required to grant the lease or licence as directed by the Original Owner and such grant may be effected without the authority of a resolution without dissent or special resolution of the Body Corporate as contemplated by Section 159(4) of the Accommodation Module. Without limitation, the lease or licence may be granted on the basis that the lessee or licensee pays the Original Owner a fee for procuring the grant of the lease or licence which fee will be retained by the Original Owner for its total benefit. For example, the Original Owner may give a notice to the Body Corporate for a lease or licence for the following matters:

- (a) a lease of the rooftop area to a telecommunications provider for the installation and use of telecommunications equipment;
- (b) a licence to a coffee shop operator in respect of part of the ground floor foyer or other common property area; or
- (c) a lease in favour of an electricity utility supplier for the keeping of electricity infrastructure.

PART 10 – EXCLUSIVE USE

45. Exclusive Use Areas and Assets

Specific Identification in by-law

45.1 Occupiers for the time being of Lots identified in Schedule E are entitled to the exclusive use to the rights and enjoyment of or other special rights about that part of the Common Property ("EU Areas") or those Body Corporate assets ("EU Assets"):

- (a) specifically identified in Schedule E; and
- (b) for the purposes set out in Schedule E.

45.2 For the purposes of Section 171(3)(b)(i) of the BCCM Act, an allocation under this By-Law may stop applying to a Lot only if the Owner of the Lot agrees in writing (to the revocation) before the allocation is revoked under this By-Law. For avoidance of doubt, this By-Law provides for the revocation of an allocation.

45.3 Owners of Lots to which this exclusive use By-Law attaches must:

- (a) at their own expense, keep the EU Areas and EU Assets neat and tidy; and
- (b) if directed by the Body Corporate, at their own expense, maintain the EU Assets.

45.4 EU Areas and EU Assets which are not kept tidy and clean, will be tidied and cleaned by the Body Corporate at the expense of the Owner of the Lot to which the exclusive use By-Law attaches.

45.5 EU Assets which are not maintained in accordance with this By-law, will be maintained by the Body Corporate at the expense of the Owner of the Lot to which the exclusive use By-Law attaches.

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- 45.6 EU Areas and/or EU Assets to be used for purposes of parking and storage must:
- (a) only be used for the purposes of parking and storage as designated; and
 - (b) not be enclosed, unless enclosed by the Original Owner, without written approval of the Committee. If approval is given, only methods of enclosure and storage systems approved in writing by the Committee may be used.
- 45.7 EU Areas and/or EU Assets which are parking spaces which have EU Areas and/or EU Assets that are storage areas adjacent to them to which there is no means of access other than through the parking space must not be surrendered and/or re-allocated under either an authorised allocation or an agreed allocation (under Section 171(1)(b) of the BCCM Act) unless the adjacent storage area is also surrendered and/or re-allocated so that, at all times, there is a lawful means of access to the storage area.

Authorised Allocations

- 45.8 The Original Owner is authorised to allocate for the exclusive use to the rights and enjoyment of or other special rights about Common Property and Body Corporate assets for the purposes of this By-Law and Section 171(1)(b)(i) of the BCCM Act ("Authorised Allocations").
- 45.9 The Authorised Allocations may be made at any time during the "base allocation period" as that term is defined in Section 174(2)(a) of the BCCM Act.
- 45.10 The Authorised Allocations are effected by the Original Owner giving details of the allocations to the Body Corporate, including:
- (a) the Lot to which the allocation will attach;
 - (b) the area of Common Property or Body Corporate asset allocated; and
 - (c) the Purpose of the allocation.
- 45.11 If a notification of an Authorised Allocation is made, the Body Corporate must comply with the provisions of Section 175 of the BCCM Act in relation to lodging a request to record a new community management statement.
- 45.12 In this By-Law, "Purposes" means:
- (a) parking purposes;
 - (b) storage area purposes;
 - (c) courtyard area purposes;
 - (d) forecourt area purposes;
 - (e) private open space;
 - (f) bin storage purposes;
 - (g) driveway purposes;
 - (h) balcony area purposes;
 - (i) motorbike parking spaces;

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- (j) bicycle parking spaces;
- (k) air-conditioning unit keeping purposes;
- (l) solar panel and associated equipment keeping purposes;
- (m) antenna and other communications devices keeping purposes;
- (n) toilet and/or washroom use purposes;
- (o) signage area purposes;
- (p) access purposes;
- (q) general recreational area purposes; and
- (r) to the extent lawful, any other lawful purpose determined by the Original Owner.

45.13 In accordance with Section 171(1)(b)(i) of the BCCM Act, the Original Owner is authorised under this By-Law to make Authorised Allocations and the Authorised Allocations may be carried out or effected by the Original Owner or any Original Owner's agent.

PART 11 – CONDITIONS OF DEVELOPMENT

46. Noise Treatments and Standards

46.1 The Scheme achieves or betters the criteria stated in AS2107 for noise standards. The Scheme complies with the Noise Assessment Reports prepared by Noise Measurement Services, dated 23 November 2007 (Report 1113-1) and 30 January 2008 (Report 113-2), and SLR Heggies Global Environmental Solutions, dated 15 December 2010 ("Noise Standards").

46.2 The Body Corporate must comply with the Noise Standards at all times.

SCHEDULE D	ANY OTHER DETAILS
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Statutory Easements

Lots affected by statutory easements are as follows:

Lots on Plan or Common Property	Statutory Easement
Lots 1, 2, 101 to 109, 201 to 209, 301 to 308, 401 to 408, 501 to 508, 601 to 608, 701 to 708, 801 to 808, 901 to 906 on SP 266217 and Common Property	Support
Lots 1, 2, 101 to 109, 201 to 209, 301 to 308, 401 to 408, 501 to 508, 601 to 608, 701 to 708, 801 to 808, 901 to 906 on SP 266217 and Common Property	Utility Services and Utility Infrastructure
Lots 1, 2, 101 to 109, 201 to 209, 301 to 308, 401 to 408, 501 to 508, 601 to 608, 701 to 708, 801 to 808, 901 to 906 on SP 266217 and Common Property	Shelter
Not applicable	Projections
Not applicable	Maintenance of building close to boundary

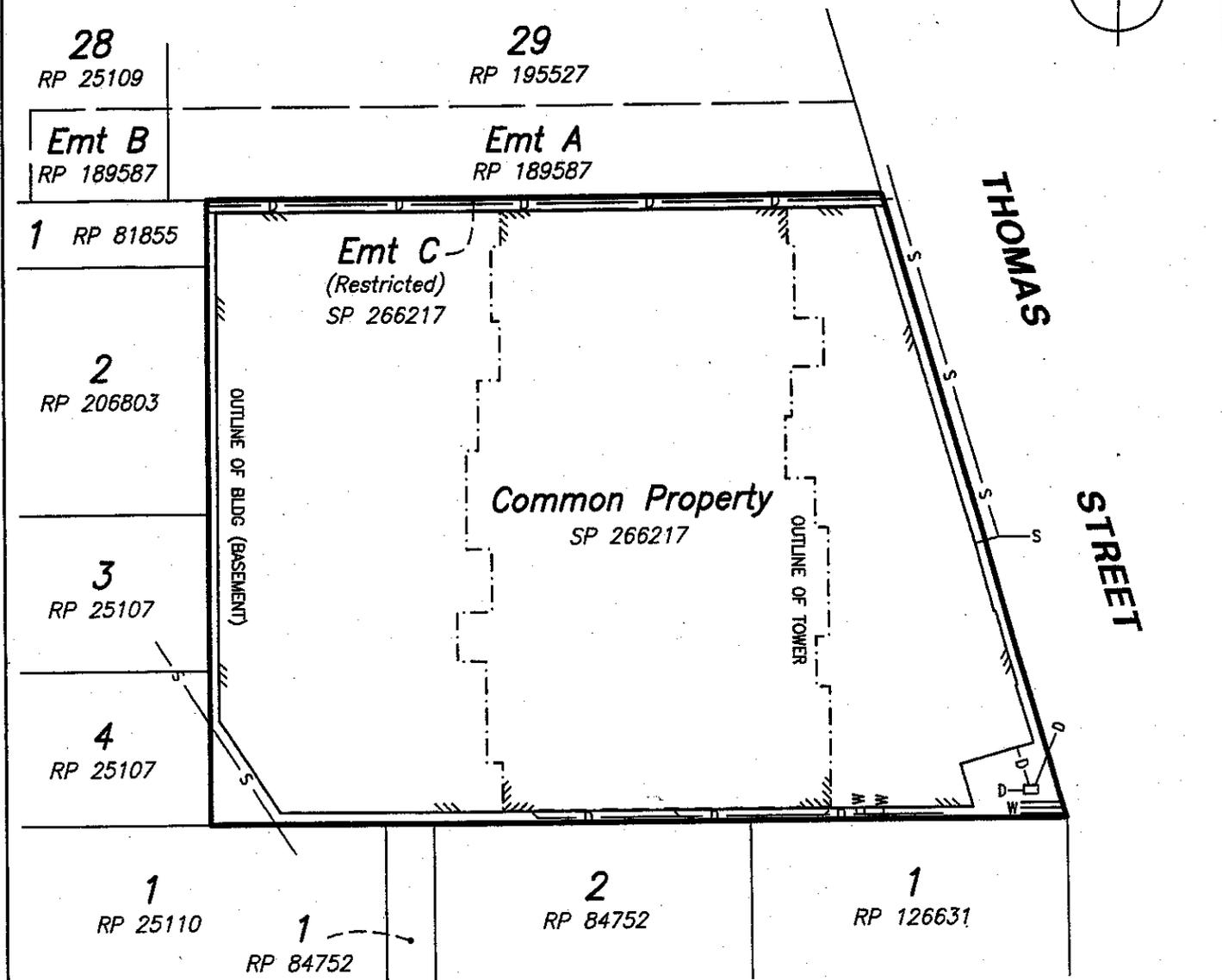
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Services Location Diagram

Service Easement	Lots and / or Common Property affected	Services Location Diagram
Stormwater	Common Property on SP 266217	Services Location Diagram attached and marked "SLD"
Sewerage Reticulation	Common Property on SP 266217	Services Location Diagram attached and marked "SLD"
Potable & Recycled Water Reticulation	Common Property on SP 266217	Services Location Diagram attached and marked "SLD"

"SLD"

EVOLVE APARTMENTS CTS



Important Note

This services location diagram discloses the existence of service easements for the purposes of s.66(1)(d) of BCCM, and should not be relied upon to excavate, design or construct near services, or for any other reason other than the intended purpose.

Exact locations and depths of services on site should be obtained from suitably qualified persons prior to undertaking any works.

Services on this plan may be plotted from sources such as engineering design information, and may not be verified after construction by survey.

SERVICES LOCATION DIAGRAM EVOLVE APARTMENTS CTS

SHEET 1 OF 1

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SCHEDULE E ALLOCATION OF EXCLUSIVE USE AREAS

Lot on Plan	By-law 45 – Exclusive Use Area on Plan attached marked "A"	Purpose	By-law 45 – Exclusive Use Area on Plan attached marked "A"	Purpose
Lot 1 on SP 266217	C.4 / C.5 / TC.6 / TC.7 / TC.8 / TC.9 / TC.10 / TC.11 / TC.12 / TC.90	Parking	S.1 / S.4 / S.5	Storage
Lot 2 on SP 266217	TC.13 / TC.14 / C.15 / C.16	Parking	S.8 / S.9 / S.10 / S.11	Storage
Lot 101 on SP 266217	C.86	Parking	S.29	Storage
Lot 102 on SP 266217	C.17 / C.43	Parking	S.14 / S.18 / S.20	Storage
Lot 103 on SP 266217	SC.51	Parking		
Lot 104 on SP 266217	SC.50	Parking		
Lot 105 on SP 266217	TC.66 / TC.67	Parking	S.28	Storage
Lot 106 on SP 266217	SC.49	Parking		
Lot 107 on SP 266217	C.31	Parking		
Lot 108 on SP 266217	C.3	Parking	M1 / M2	Motorcycle parking
Lot 109 on SP 266217	C.37	Parking		
Lot 201 on SP 266217	TC.60 / TC.61	Parking		
Lot 202 on SP 266217	C.45	Parking		
Lot 203 on SP 266217	SC.54	Parking		
Lot 204 on SP 266217	SC.47	Parking		
Lot 205 on SP 266217	TC.62 / TC.63	Parking	S.30	Storage
Lot 206 on SP 266217	C.99	Parking	S.22 / S.23	Storage
Lot 207 on SP 266217	C.18	Parking		
Lot 208 on SP 266217	C.23	Parking		
Lot 209 on SP 266217	C.92	Parking		
Lot 301 on SP 266217	SC.48	Parking		
Lot 302 on SP 266217	C.2	Parking		

Evolve Apartments community titles scheme 49806

Lot on Plan	By-law 45 – Exclusive Use Area on Plan attached marked "A"	Purpose	By-law 45 – Exclusive Use Area on Plan attached marked "A"	Purpose
Lot 303 on SP 266217	C.20	Parking		
Lot 304 on SP 266217	C.89	Parking		
Lot 305 on SP 266217	C.88	Parking		
Lot 306 on SP 266217	C.87	Parking		
Lot 307 on SP 266217	C.19	Parking		
Lot 308 on SP 266217	C.98	Parking		
Lot 401 on SP 266217	C.1	Parking		
Lot 402 on SP 266217	C.100	Parking		
Lot 403 on SP 266217	C.32	Parking		
Lot 404 on SP 266217	C.82	Parking		
Lot 405 on SP 266217	C.80	Parking		
Lot 406 on SP 266217	C.36	Parking		
Lot 407 on SP 266217	TC.58 / TC.59	Parking		
Lot 408 on SP 266217	C.22	Parking		
Lot 501 on SP 266217	C.46	Parking		
Lot 502 on SP 266217	C.94	Parking		
Lot 503 on SP 266217	C.93	Parking		
Lot 504 on SP 266217	C.83	Parking		
Lot 505 on SP 266217	C.38	Parking	S.24	Storage
Lot 506 on SP 266217	C.39	Parking		
Lot 507 on SP 266217	C.40	Parking		
Lot 508 on SP 266217	C.41	Parking		
Lot 601 on SP 266217	C.27	Parking		
Lot 602 on SP 266217	C.81	Parking		
Lot 603 on SP 266217	C.84	Parking		

Evolve Apartments community titles scheme 49806

Lot on Plan	By-law 45 – Exclusive Use Area on Plan attached marked "A"	Purpose	By-law 45 – Exclusive Use Area on Plan attached marked "A"	Purpose
Lot 604 on SP 266217	C.95	Parking		
Lot 605 on SP 266217	C.96	Parking		
Lot 606 on SP 266217	C.97	Parking		
Lot 607 on SP 266217	C.26	Parking	S.17	Storage
Lot 608 on SP 266217	SC.55	Parking	S.12	Storage
Lot 701 on SP 266217	C.85	Parking		
Lot 702 on SP 266217	SC.53	Parking		
Lot 703 on SP 266217	C.25	Parking		
Lot 704 on SP 266217	C.24	Parking		
Lot 705 on SP 266217	C.21	Parking	S.27	Storage
Lot 706 on SP 266217	SC.30	Parking		
Lot 707 on SP 266217	TC.64 / TC.65	Parking		
Lot 708 on SP 266217	SC.29 / SC.52	Parking		
Lot 801 on SP 266217	C.101	Parking	S.25	Storage
Lot 802 on SP 266217	C.44	Parking	S.19	Storage
Lot 803 on SP 266217	C.33	Parking		
Lot 804 on SP 266217	C.34	Parking		
Lot 805 on SP 266217	C.35	Parking		
Lot 806 on SP 266217	SC.28	Parking	S.26	Storage
Lot 807 on SP 266217	TC.68 / TC.69	Parking		
Lot 808 on SP 266217	TC.70 / TC.71	Parking		
Lot 901 on SP 266217	TC.72 / TC.73	Parking	S.16	Storage
Lot 902 on SP 266217	TC.74 / TC.75	Parking		
Lot 903 on SP 266217	C.42	Parking	M3 / M4	Motorcycle parking
Lot 904 on SP 266217	TC.76 / TC.77	Parking	S.15	Storage

Evolve Apartments community titles scheme 49806

Lot on Plan	By-law 45 – Exclusive Use Area on Plan attached marked "A"	Purpose	By-law 45 – Exclusive Use Area on Plan attached marked "A"	Purpose
Lot 905 on SP 266217	TC.78 / TC.79	Parking		
Lot 906 on SP 266217	SC.56 / SC.57	Parking	S.13	Storage

"A"

"EVOLVE APARTMENTS" COMMUNITY TITLES SCHEME

- CP Denotes Common Property on SP 266217
- ▬▬▬ Denotes Face of Wall
- Denotes Column
- |— Denotes Centreline of Column unless noted otherwise
- |— Denotes Centreline of Fence

LEVEL A
(Basement Level 2)

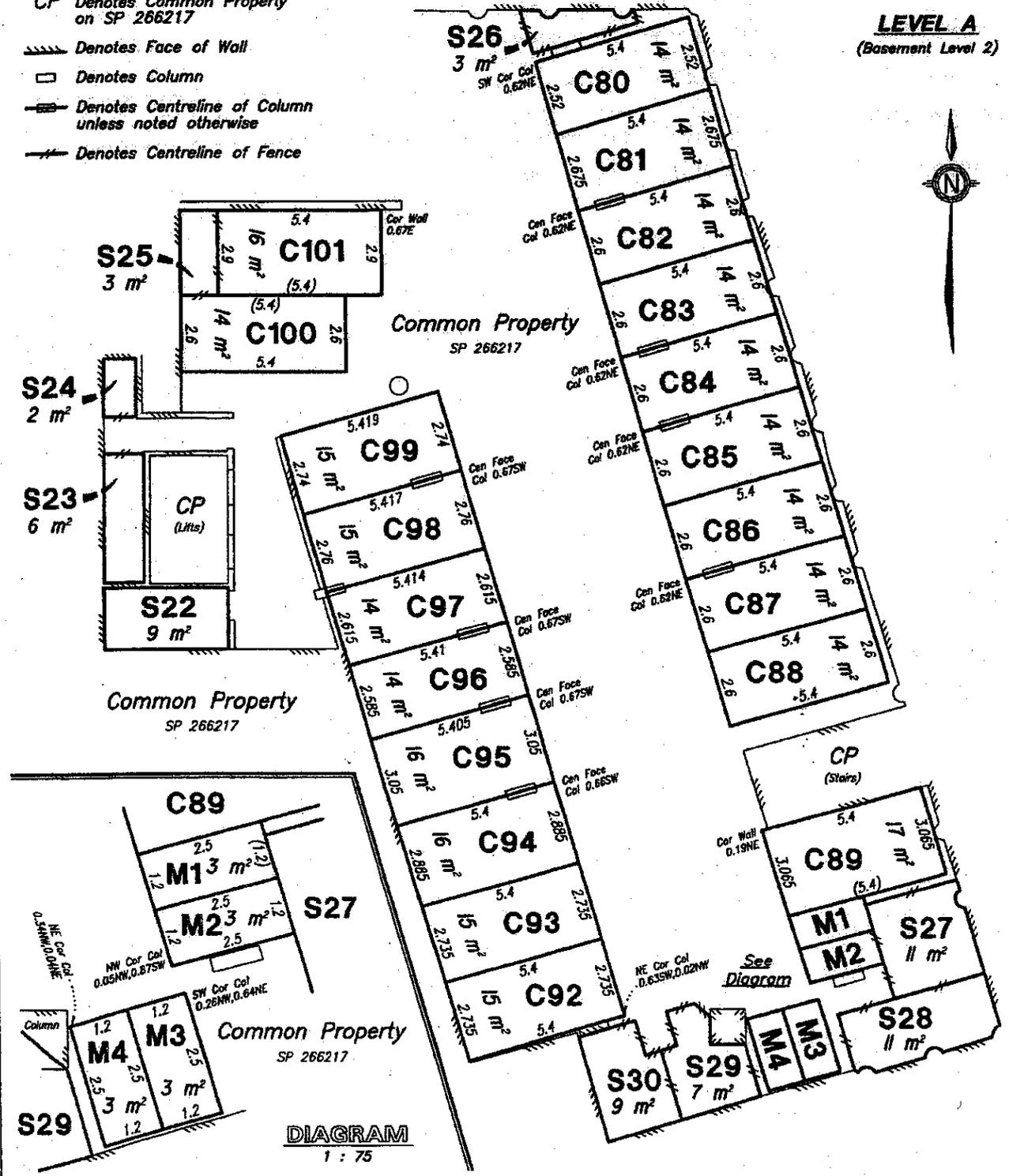


DIAGRAM
1 : 75

We RPS Australia East Pty Ltd (ACN 140282762) Cadastral Surveyor, certify that the details shown on this sketch plan are correct.

[Signature]
..... Authorised Delegate
1.2.17 Date

SKETCH PLAN FOR EXCLUSIVE USE PURPOSES
Over Part of the Common Property
on Level A of
"Evolve Apartments" CTS



RPS Australia East Pty Ltd
ACN 140 282 762
APN 44 193 287 762
745 Ann Street
PO Box 1658
Fortitude Valley QLD 4006
T +61 7 3237 8800
F +61 7 3237 8833
W rpsgroup.com.au

A3

PLAN No.
119499-8
SHEET 1 OF 1

LOCAL GOVERNMENT: **BRISBANE CITY** LOCALITY: **CHERMSIDE**

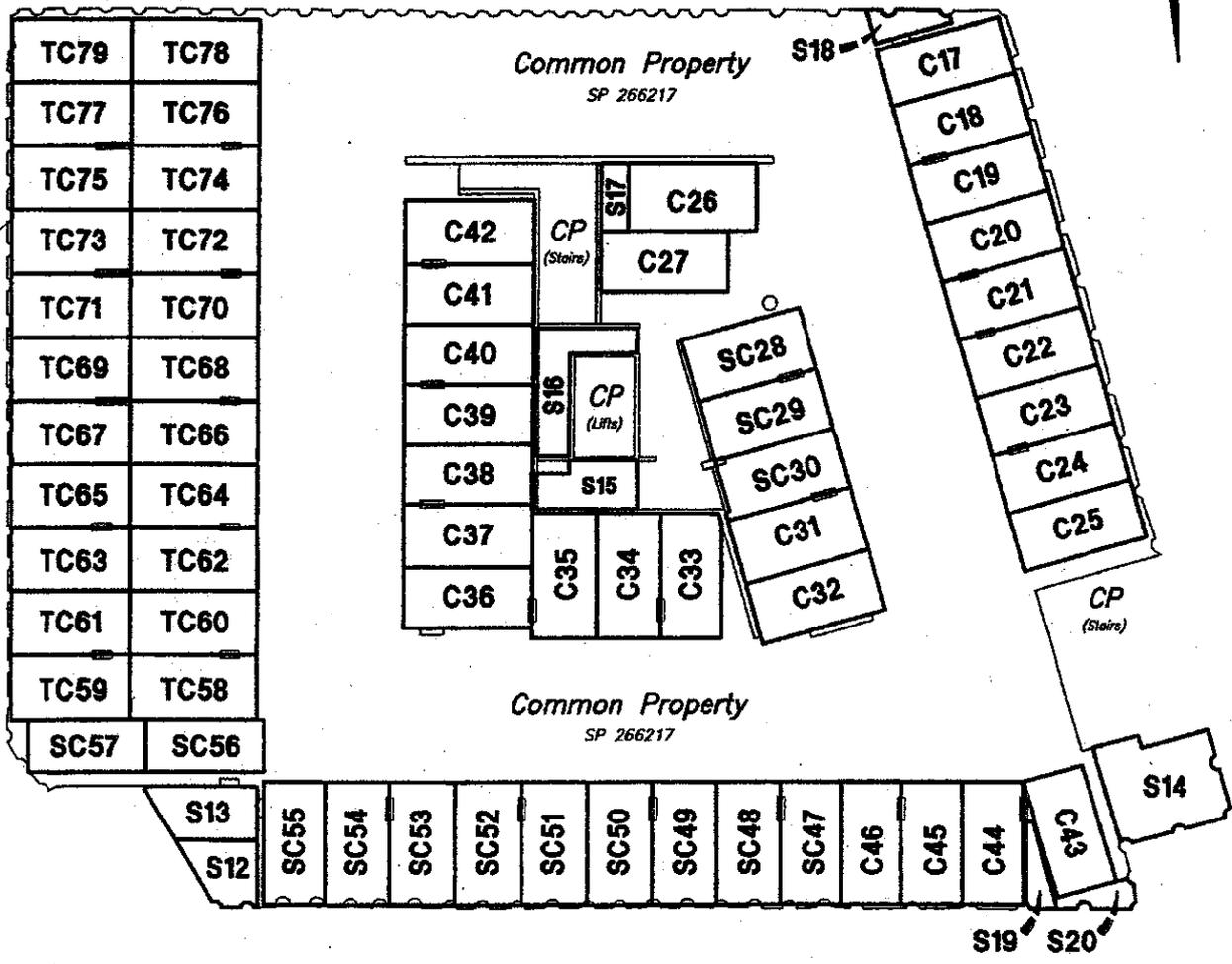
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"A"

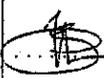
"EVOLVE APARTMENTS" COMMUNITY TITLES SCHEME

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LEVEL B
(Basement Level 1)



CP Denotes Common Property on SP 266217

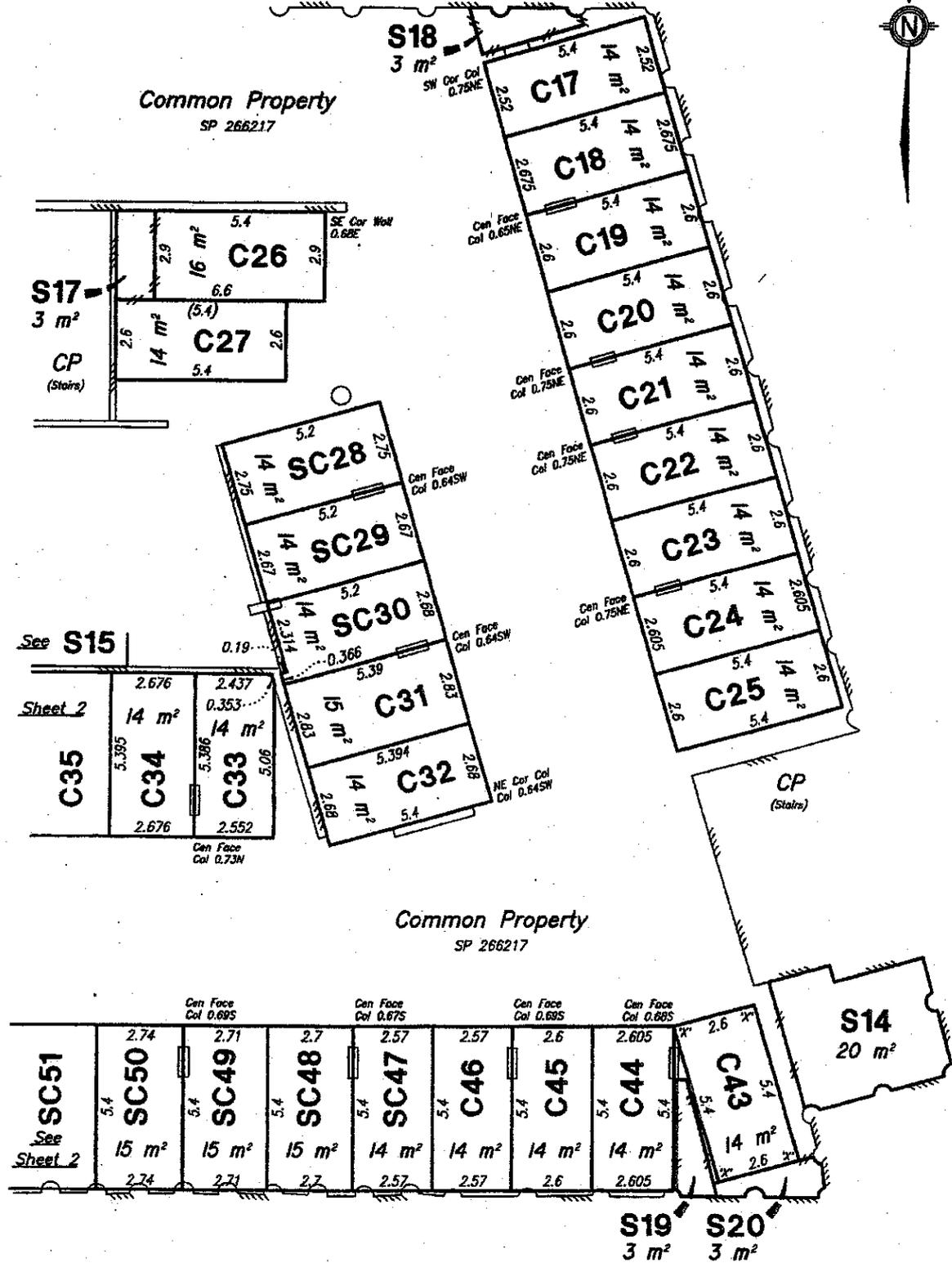
<p>We RPS Australia East Pty Ltd (ACN 140292762) Cadastral Surveyor, certify that the details shown on this sketch plan are correct.</p> <p> Authorized Delegate</p> <p>1.2.17 Date</p>	<p>SKETCH PLAN FOR EXCLUSIVE USE PURPOSES</p> <p>Over Part of the Common Property on Level B of "Evolve Apartments" CTS</p>			<p>RPS</p> <p><small>© COPYRIGHT PROTECTS THIS PLAN. Unauthorised reproduction or dissemination not permitted. Please contact the author.</small></p> <p>RPS Australia East Pty Ltd ACN 140 292 762 ABN 64 510 225 702 743 Ann Street PO Box 1558 Fortitude Valley QLD 4006 T +61 7 3237 6880 F +61 7 3237 8833 W rpsrps.com.au</p>
	<p>LOCAL GOVERNMENT: BRISBANE CITY LOCALITY: CHERMSIDE</p>	<p>PLAN No. A3</p>	<p>119499-9 SHEET 1 OF 3</p>	
<p>MERIDIAN: SP266217</p>	<p>DATE: 9 FEB 17</p>	<p>DRAWN: GC</p>	<p>SURVEYED: NM</p>	<p>CHECKED BY: CJM</p>

"A"

"EVOLVE APARTMENTS" COMMUNITY TITLES SCHEME

Sheet of
30 31

LEVEL B
(Basement Level 1)



CP Denotes Common Property on SP 266217 □ Denotes Column 'X' Denotes Screw in Conc Pld
 --- Denotes Face of Wall —|— Denotes Centreline of Column unless noted otherwise —|— Denotes Centreline of Fence

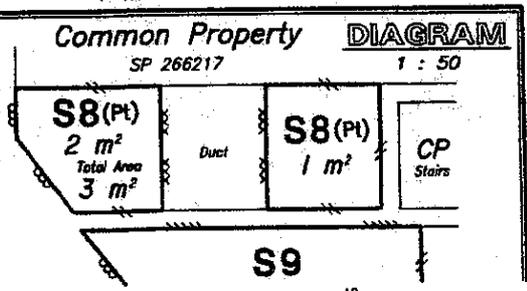
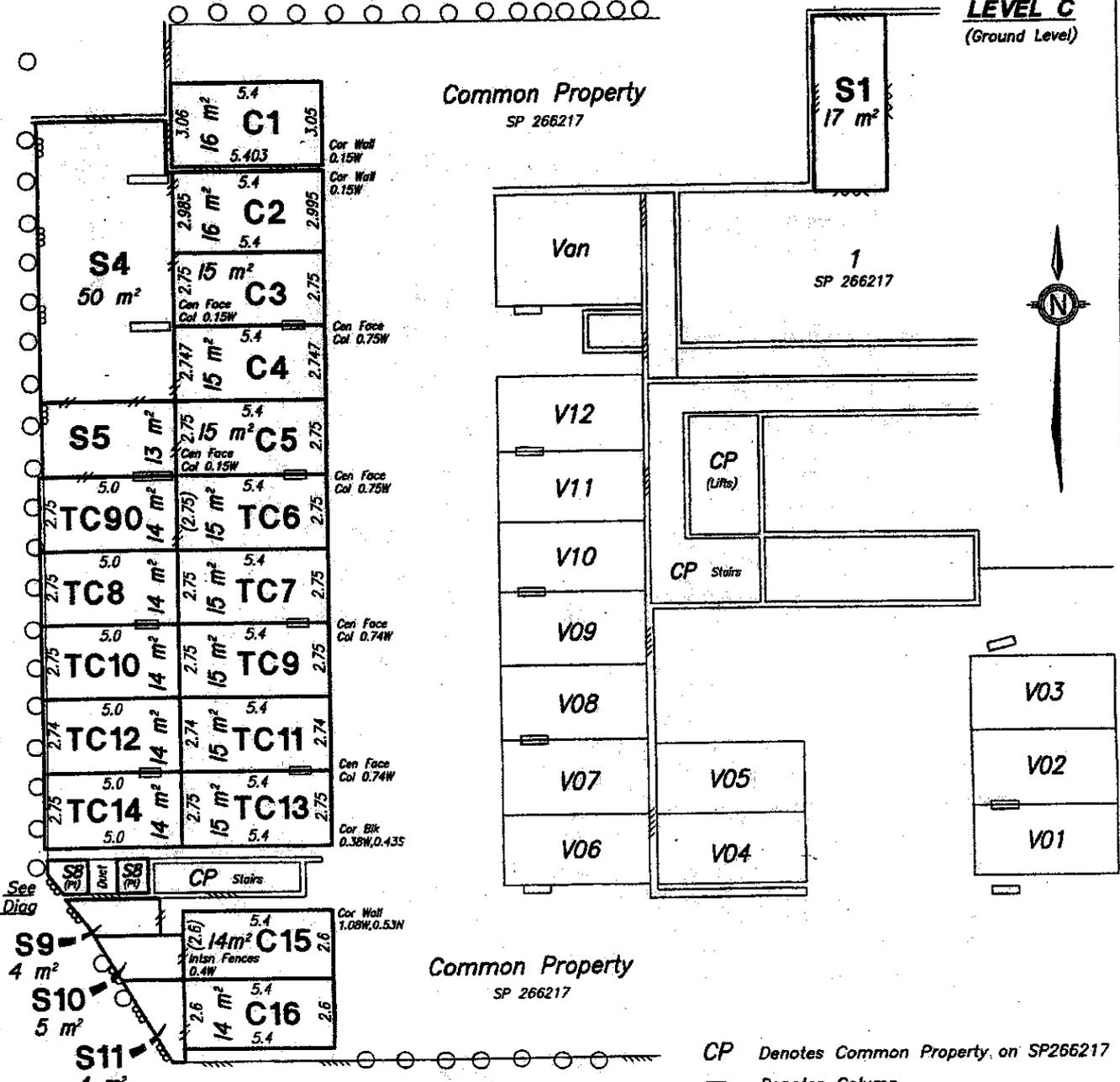
PLAN No.
119499-9
SHEET 3 OF 3

0 6.25 12.5 18.75 m

"A"

"EVOLVE APARTMENTS" COMMUNITY TITLES SCHEME

LEVEL C
(Ground Level)



- CP Denotes Common Property on SP266217
- Denotes Column
- Denotes Centreline of Column unless noted otherwise
- Denotes Face of Wall
- Denotes Centreline of Fence/Wall
- Denotes Face of Capping Beam
- Denotes Face of Duct
- Denotes Edge of Conc Slab

We RPS Australia East Pty Ltd (ACN 140292762) Cadastral Surveyor, certify that the details shown on this sketch plan are correct.

[Signature] Authorised Delegate

14-2-17 Date

SKETCH PLAN FOR EXCLUSIVE USE PURPOSES
Over Part of the Common Property
on Level C of
"Evolve Apartments" CTS

LOCAL GOVERNMENT: **BRISBANE CITY** LOCALITY: **CHERMSIDE**

MERIDIAN. SP266217 DATE. 13/02/17 DRAWN. GC SURVEYED. NM CHECKED BY. CM

RPS
 RPS Australia East Pty Ltd
 ACN 140 292 762
 ABN 44 140 262 762
 243 Ann Street
 PO Box 1350
 Fortitude Valley QLD 4006
 T +61 7 3237 6360
 F +61 7 3237 6353
 W rpsgroup.com.au

PLAN No.
A3

119499-10
 SHEET 1 OF 1

DWG FILE: 119499-XJ-01