

## 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](http://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](http://www.qld.gov.au/searchofadjudicatorsorders).

**The information in this certificate is issued on 29/01/2026**

### 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

**BUNYA HEIGHTS**

CTS No. **51677**

### 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: **Samantha Platts**

Phone: **07 5519 9000**

Company: **QBS Strata Management**

Email: [reception@qbsmanagement.com.au](mailto:reception@qbsmanagement.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: **2**

Plan type and number: **296450**

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](http://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](http://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](http://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:**

Date of Resolution	Lot Description	Conditions
03/07/18	ALL For specific courtyard	refer to CMS

## Lot entitlements and financial information

### Lot entitlements

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

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

### Contribution schedule

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

Total contribution schedule lot entitlements for all lots: **27**

### Interest schedule

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

Total interest schedule lot entitlements for all lots: **27**

### 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 **2** for the current financial year: \$ **2,390.00**

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
01/07/25 to 30/09/25	01/07/25	640.00	640.00	10/06/25
01/10/25 to 31/12/25	01/10/25	640.00	640.00	18/09/25
01/01/26 to 31/03/26	01/01/26	555.00	555.00	15/01/26
01/04/26 to 30/06/26	01/04/26	555.00	555.00	
01/07/26****30/09/26	01/07/26	598.00	598.00	
01/10/26****31/12/26	01/10/26	598.00	598.00	
Amount overdue				<b>Nil</b>
Amount Unpaid including amounts billed not yet due				<b>Nil</b>

### Sinking fund contributions

Total amount of contributions (before any discount) for lot **2** for the current financial year: \$ **906.00**

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
01/07/25 to 30/09/25	01/07/25	184.00	184.00	10/06/25
01/10/25 to 31/12/25	01/10/25	184.00	184.00	18/09/25
01/01/26 to 31/03/26	01/01/26	269.00	269.00	15/01/26
01/04/26 to 30/06/26	01/04/26	269.00	269.00	
01/07/26****30/09/26	01/07/26	226.00	226.00	
01/10/26****31/12/26	01/10/26	226.00	226.00	
Amount overdue				<b>Nil</b>
Amount Unpaid including amounts billed not yet due				<b>Nil</b>

### 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	<b>Nil</b>
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Amount Unpaid including amounts billed not yet due	<b>Nil</b>
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### 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	<b>Nil</b>
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Amount Unpaid including amounts billed not yet due	<b>Nil</b>
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### Other contributions

	Period	Due date	Amount due	Amount due if discount applied	Paid
Insurance	01/07/25 to 30/06/26	01/07/25	763.00	763.00	02/07/25
Insurance	01/07/26 to 30/06/27	01/07/26	778.00	778.00	

### 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
<b>Total amount overdue</b> (Total Amount Unpaid including not yet due \$0.00)	<b>Nil</b>

(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](http://www.qld.gov.au/buyingbodycorporate).

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

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

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

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

Yes - you can obtain a copy from the body corporate records - last sinking fund report: 14/09/23

**Current sinking fund balance (as at date of certificate): \$ 47,126.79**

## Improvements to common property the lot owner is responsible for

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

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

Date	Description	Conditions
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## Body corporate assets

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

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

## 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-20372674	13,179,294.00	18,904.63	18/07/26	EQuake \$2000+as per policy / Audit \$500 Legal \$1000+10% / Other Claims \$2000
RENT LOSS/ALT ACCOM Longitude Insurance Pty Ltd	LNG-STR-20372674	1,976,894.00	18,904.63	18/07/26	EQuake \$2000+as per policy / Audit \$500 Legal \$1000+10% / Other Claims \$2000
COMMON AREA CONTENTS Longitude Insurance Pty Ltd	LNG-STR-20372674	131,793.00	18,904.63	18/07/26	EQuake \$2000+as per policy / Audit \$500 Legal \$1000+10% / Other Claims \$2000
PUBLIC LIABILITY Longitude Insurance Pty Ltd	LNG-STR-20372674	20,000,000.00	18,904.63	18/07/26	EQuake \$2000+as per policy / Audit \$500 Legal \$1000+10% / Other Claims \$2000
VOLUNTARY WORKERS Longitude Insurance Pty Ltd	LNG-STR-20372674	200,000.00	18,904.63	18/07/26	EQuake \$2000+as per policy / Audit \$500 Legal \$1000+10% / Other Claims \$2000
FIDELITY GUARANTEE Longitude Insurance Pty Ltd	LNG-STR-20372674	100,000.00	18,904.63	18/07/26	EQuake \$2000+as per policy / Audit \$500 Legal \$1000+10% / Other Claims \$2000
OFFICE BEARERS Longitude Insurance Pty Ltd	LNG-STR-20372674	1,000,000.00	18,904.63	18/07/26	EQuake \$2000+as per policy / Audit \$500 Legal \$1000+10% / Other Claims \$2000
BUILDING CATASTROPHE Longitude Insurance Pty Ltd	LNG-STR-20372674	15%	18,904.63	18/07/26	EQuake \$2000+as per policy / Audit \$500 Legal \$1000+10% / Other Claims \$2000
LOT OWNER FIXTURE/IM Longitude Insurance Pty Ltd	LNG-STR-20372674	300,000.00	18,904.63	18/07/26	EQuake \$2000+as per policy / Audit \$500 Legal \$1000+10% / Other Claims \$2000
FLOOD COVER Longitude Insurance Pty Ltd	LNG-STR-20372674	Included	18,904.63	18/07/26	EQuake \$2000+as per policy / Audit \$500 Legal \$1000+10% / Other Claims \$2000

## 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](http://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](http://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:** Consolidated Property Management Pty Ltd

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

**Yes - Name of authorised letting agent:** Consolidated Property Management Pty Ltd

**Embedded network electricity supply**

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

**No**

More information about embedded networks in community titles schemes is available from [www.qld.gov.au/buyingbodycorporate](http://www.qld.gov.au/buyingbodycorporate).

**Body corporate authority**

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

**Name/s** QBS Strata Management

**Positions/s held** Body Corporate Manager

**Date** 29/01/2026



**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



## BUNYA HEIGHTS CTS 51677

114 Bunya Road Everton Hills Qld 4053

### BALANCE SHEET

AS AT 23 JANUARY 2026

	ACTUAL	ACTUAL
	23/01/2026	30/06/2025
<b>OWNERS FUNDS</b>		
Administrative Fund	13,576.28	2,463.23
Sinking Fund	47,126.79	37,053.59
<b>TOTAL</b>	<b>\$ 60,703.07</b>	<b>\$ 39,516.82</b>

#### THESE FUNDS ARE REPRESENTED BY

#### CURRENT ASSETS

Cash At Bank	59,920.19	65,457.97
Levies In Arrears	824.52	0.00
<b>TOTAL ASSETS</b>	<b>60,744.71</b>	<b>65,457.97</b>

#### LIABILITIES

Creditors	40.78	(691.71)
Levies In Advance	0.86	14,011.86
Other Payments In Advance	0.00	12,621.00
<b>TOTAL LIABILITIES</b>	<b>41.64</b>	<b>25,941.15</b>

<b>NET ASSETS</b>	<b>\$ 60,703.07</b>	<b>\$ 39,516.82</b>
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## BUNYA HEIGHTS CTS 51677

114 Bunya Road Everton Hills Qld 4053

### STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JULY 2025 TO 23 JANUARY 2026

	ACTUAL	BUDGET	ACTUAL
	01/07/25-23/01/26	01/07/25-30/06/26	01/07/24-30/06/25
<b>ADMINISTRATIVE FUND</b>			
<b>INCOME</b>			
Levies - Admin Fund	49,545.00	64,530.00	69,012.00
Levies - Insurance	20,601.00	20,601.00	14,250.06
Interest On Overdue Levies	100.48	0.00	20.60
<b>TOTAL ADMIN FUND INCOME</b>	<b>70,246.48</b>	<b>85,131.00</b>	<b>83,282.66</b>
<b>EXPENDITURE</b>			
Audit Fees	1,155.00	1,250.00	1,155.00
Bank Charges	0.00	20.00	6.35
Bank Charges (Gst)	5.00	0.00	0.00
Body Corporate Admin	3,834.18	6,150.00	5,863.51
Income Tax Preparation	260.00	300.00	250.00
Cleaning	1,158.96	2,200.00	2,036.25
Electricity	85.35	850.00	(742.41)
Fees & Permits	0.00	200.00	120.00
Grounds And Gardens	338.00	200.00	0.00
Insurance - Build / Public Lia	18,904.63	18,950.00	18,732.80
Caretakers Fees	26,722.56	46,100.00	44,730.83
R & M - Building	1,068.87	1,180.00	726.00
Fire Protection	462.00	1,050.00	924.00
Plumbing	220.00	250.00	220.00
Pest Control	2,410.00	3,300.00	3,200.00
Communications & Outlays	1,733.53	2,950.00	2,813.37
Software Fees	293.77	550.00	475.58
Rates	481.58	50.00	0.00
<b>TOTAL ADMIN FUND EXPENDITURE</b>	<b>59,133.43</b>	<b>85,550.00</b>	<b>80,511.28</b>
<b>SURPLUS / DEFICIT</b>			
	<b>\$ 11,113.05</b>	<b>\$ (419.00)</b>	<b>\$ 2,771.38</b>
Opening Balance	2,463.23	2,463.23	(308.15)
<b>ADMINISTRATIVE FUND BALANCE</b>	<b>\$ 13,576.28</b>	<b>\$ 2,044.23</b>	<b>\$ 2,463.23</b>



## BUNYA HEIGHTS CTS 51677

114 Bunya Road Everton Hills Qld 4053

### STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JULY 2025 TO 23 JANUARY 2026

	ACTUAL	BUDGET	ACTUAL
01/07/25-23/01/26	01/07/25-30/06/26	01/07/24-30/06/25	

#### **SINKING FUND**

##### **INCOME**

Levies - Sinking Fund	17,199.00	24,462.00	19,980.00
<b><u>TOTAL SINKING FUND INCOME</u></b>	<b><u>17,199.00</u></b>	<b><u>24,462.00</u></b>	<b><u>19,980.00</u></b>

##### **EXPENDITURE**

Cleaning	0.00	0.00	880.00
Consultancy	0.00	0.00	300.00
R & M Building	1,760.00	0.00	0.00
Storm Water Maintenance	5,365.80	0.00	4,559.50
<b><u>TOTAL SINKING FUND EXPENDITURE</u></b>	<b><u>7,125.80</u></b>	<b><u>0.00</u></b>	<b><u>5,739.50</u></b>

##### **SURPLUS / DEFICIT**

Opening Balance	37,053.59	37,053.59	22,813.09
<b><u>SINKING FUND BALANCE</u></b>	<b><u>\$ 47,126.79</u></b>	<b><u>\$ 61,515.59</u></b>	<b><u>\$ 37,053.59</u></b>

## CONTRACTS REGISTER

## BUNYA HEIGHTS CTS 51677

Contractor Name & Address	Details of Duties	Delegated Powers	Basis of Remuneration	Commencement Date	Term of Contract	Options	Copy of Agreement on File	Workers Comp No	Termination Date	Name of Financier	Date of Advice from Financier	Withdrawal
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**Consolidated Property Management Pty Ltd**

Unit 1 Treetops 36 Bunya Road EVERTON HILLS QLD	Caretaker/Building Manager	Monthly	18/07/18	25 Years
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**QBS Strata Management Pty Ltd**

PO Box 1079 OXENFORD QLD 4210	Body Corporate Manager	Body Corporate Manager	Quarterly	01/10/23	One Year	Y
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**Spel Environmental integrated Water Solutions**

P O Box 7138 SILVERWATER NSW 2128	Covers the Monitoring and servicing of the SPEL Stormsacks and SPEL Filters	SPEL onsite visits 3 x per annum \$1,500 per annum plus Replace 7 Stormsacks and 6 Spel Filters - cost spread over 10 years \$1,925 per annum - total per annum cost \$3,425.00 plus GST	18/07/18	10 YEARS
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## BUNYA HEIGHTS CTS 51677

ABN 70 197 540 105

### STATEMENT

Statement Period			
01 Jul 25 to 23 Jan 26			
A/c Number	2		
Lot Number	2	Unit Number	2

Transfer Date: 16/11/18

Last Certificate Issued: 07/11/18

Page Number

Date	Type	Details	Reference	Debit	Credit	Balance
01/07/25	Admin Fund - General	Brought forward				-1,237.00
01/07/25	Sink. Fund - General	01/07/25 to 30/09/25	I0001683	640.00		-597.00
01/07/25	Insurance	01/07/25 to 30/06/26	I0001710	184.00		-413.00
02/07/25	Receipt	Insurance	I0001737	763.00		350.00
20/08/25	Admin Fund - General	01/10/25 to 31/12/25	R0000826		350.00	0.00
20/08/25	Sink. Fund - General	01/10/25 to 31/12/25	I0001764	640.00		640.00
01/09/25	Receipt	Admin Fund - General	I0001791	184.00		824.00
18/09/25	Receipt	Admin Fund - General	R0000833		624.00	200.00
18/09/25	Receipt	Sink. Fund - General	R0000838		16.00	184.00
19/11/25	Admin Fund - General	01/01/26 to 31/03/26	RA000838		184.00	0.00
19/11/25	Sink. Fund - General	01/01/26 to 31/03/26	I0001818	555.00		555.00
26/11/25	Receipt	Admin Fund - General	I0001845	269.00		824.00
31/12/25	Receipt	Admin Fund - General	R0000864		124.00	700.00
15/01/26	Receipt	Admin Fund - General	R0000879		400.00	300.00
15/01/26	Receipt	Admin Fund - General	R0000890		31.00	269.00
		Sink. Fund - General	RA000890		269.00	0.00
					\$3,235.00	\$3,235.00
						Nil
Over 90 Days	90 Days	60 Days	30 Days	Current	BALANCE DUE:	
0.00	0.00	0.00	0.00	0.00	Date Paid	Amount Paid



CARD OR  
DIRECT DEBIT

DEFT Reference Number:  
261935688 1000 0000 029

Visit [www.deft.com.au](http://www.deft.com.au) to pay by direct debit.

Pay in-store at Australia Post by cheque or EFTPOS  
All cheques must be made payable to:  
Body Corporate for Bunya Heights CTS 51677



\*496 261935688 10000000029



Biller Code: 96503  
Ref: 261935688 1000 0000 029

Lot 2/ Unit 2  
Bunya Heights

Internet & Telephone Banking - BPAY  
Make this payment from your preferred bank account  
BPAY® Registered to BPAY Pty Ltd ABN 69 079 137 518

TOTAL AMOUNT DUE  
DUE DATE

\$0.00

Queensland Titles Registry Pty Ltd  
ABN 23 648 568 101

Search Date: 28/01/2026 11:40

Request No: 54842736

**SCHEME NAME**

BUNYA HEIGHTS COMMUNITY TITLES SCHEME 51677

**BODY CORPORATE ADDRESS**

UNIT 3/ 3 NORTHWOOD STREET  
UPPER COOMERA  
QLD  
4209

**COMMUNITY MANAGEMENT STATEMENT No: 51677**

Title	Lot	Plan		Title	Lot	Plan
51152628	CP	SP	296450	51152629	1	SP 296450
51152630	2	SP	296450	51152631	3	SP 296450
51152632	4	SP	296450	51152633	5	SP 296450
51152634	6	SP	296450	51152635	7	SP 296450
51152636	8	SP	296450	51152637	9	SP 296450
51152638	10	SP	296450	51152639	11	SP 296450
51152640	12	SP	296450	51152641	13	SP 296450
51152642	14	SP	296450	51152643	15	SP 296450
51152644	16	SP	296450	51152645	17	SP 296450
51152646	18	SP	296450	51152647	19	SP 296450
51152648	20	SP	296450	51152649	21	SP 296450
51152650	22	SP	296450	51152651	23	SP 296450
51152652	24	SP	296450	51152653	25	SP 296450
51152654	26	SP	296450	51152655	27	SP 296450

**COMMUNITY MANAGEMENT STATEMENT Dealing No: 718850194**

\*\* End of Community Titles Scheme Search \*\*

Dealing Number

718850194



## OFFICE USE ONLY

## Privacy Statement

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## 1. Nature of request

REQUEST TO RECORD FIRST COMMUNITY MANAGEMENT STATEMENT FOR BUNYA HEIGHTS COMMUNITY TITLES SCHEME

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

Tobin King Lateef

Lodger

Code

BE218A

GPO Box 713

BRISBANE QLD 4001

BFK:AC:1801915

## 2. Lot on Plan Description

Title Reference

15106221

LOT 115 CP SL11116

## 3. Registered Proprietor/State Lessee

BUNRO PTY LTD A.C.N. 608 844 499 TRUSTEE UNDER INSTRUMENT 717986745

BUNRO PTY LTD A.C.N. 608 844 499 TRUSTEE UNDER INSTRUMENT 717986745

## 4. Interest

FEE SIMPLE

## 5. Applicant

BUNRO PTY LTD A.C.N. 608 844 499 TRUSTEE UNDER INSTRUMENT 717986745

BUNRO PTY LTD A.C.N. 608 844 499 TRUSTEE UNDER INSTRUMENT 717986745

## 6. Request

I hereby request that: the First Community Management Statement deposited herewith be recorded as the CMS for BUNYA HEIGHTS Community Titles Scheme and that Unit 3 / 3 Northwood Street, Upper Coomera QLD 4209 be recorded as an address for service on the body corporate for the scheme.

## 7. Execution by applicant

3/7/2018

Execution Date


  
BEDE FARRELL KING, 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 GENERAL REQUEST AND IN THE CASE OF A NEW STATEMENT MUST BE LODGED WITHIN THREE (3) MONTHS OF THE DATE OF CONSENT BY THE BODY CORPORATE

*Office use only*  
CMS LABEL NUMBER

This statement incorporates and must include the following:

Schedule A - Schedule of lot entitlements  
Schedule B - Explanation of development of scheme land  
Schedule C - By-laws  
Schedule D - Any other details  
Schedule E - Allocation of exclusive use areas

2. Regulation module

Accommodation Module

1. Name of community titles scheme

Bunya Heights Community Titles Scheme

3. Name of body corporate

Body Corporate for Bunya Heights Community Titles Scheme

4. Scheme land

Lot on Plan Description

Title Reference

Lots 1 to 27 on SP 296450

15106221 (title to issue)

Common Property of Bunya Heights CTS

15106221 (title to issue)

5. #Name and address of original owner

Bunro Pty Ltd A.C.N 608 884 449 trustee under instrument 717986745 and Bunro Pty Ltd A.C.N 608 884 449 trustee under instrument 717986745  
PO Box 2214  
Tingalpa QLD 4173

6. Reference to plan lodged with this statement

SP 296450

# first community management statement only

7. Local Government community management statement notation

*MJ 2/7/18* signed

MARIO ALBERTI DELEGATED OFFICER  
TEAM LEADER PLANNING

name and designation

Moreton Bay Regional Council..... name of Local Government

8. Execution by original owner/Consent of body corporate

12/06/2018  
Execution Date

*[Signature]*  
Bunro Pty Ltd A.C.N. 608 844 499 trustee under instrument 717986745  
by its duly constituted Attorney BEDE FARRELL KING under registered  
Power of Attorney No. 718255499

*[Signature]*  
Bunro Pty Ltd A.C.N. 608 844 499 trustee under instrument 717986745  
by its duly constituted Attorney BEDE FARRELL KING under registered  
Power of Attorney No. 718255499

\*Execution

\*Original owner to execute for a first community management statement

\*Body corporate to execute for a new community management statement

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**SCHEDULE A**      **SCHEDULE OF LOT ENTITLEMENTS**

Lot on Plan	Contribution	Interest
1 on SP 296450	1	1
2 on SP 296450	1	1
3 on SP 296450	1	1
4 on SP 296450	1	1
5 on SP 296450	1	1
6 on SP 296450	1	1
7 on SP 296450	1	1
8 on SP 296450	1	1
9 on SP 296450	1	1
10 on SP 296450	1	1
11 on SP 296450	1	1
12 on SP 296450	1	1
13 on SP 296450	1	1
14 on SP 296450	1	1
15 on SP 296450	1	1
16 on SP 296450	1	1
17 on SP 296450	1	1
18 on SP 296450	1	1
19 on SP 296450	1	1
20 on SP 296450	1	1
21 on SP 296450	1	1
22 on SP 296450	1	1
23 on SP 296450	1	1
24 on SP 296450	1	1
25 on SP 296450	1	1
26 on SP 296450	1	1
27 on SP 296450	1	1
<b>TOTALS</b>	<b>27</b>	<b>27</b>

1. It is acknowledged that where two or more Lots are owned by the one Owner, the Owner may amalgamate the Lots to create one Lot. In such circumstances the lot entitlements of the Lots being amalgamated will be added together to give the lot entitlement for the new Lot.
2. For the purposes of Section 66(1)(dc) of the *Body Corporate and Community Management Act 1997* ("the Act"), the Interest Schedule Lot Entitlements reflect the respective market values of the Lots.
3. For the purposes of with Section 66(1)(db) of the Act the contribution schedule principle under Section 46(7) of the Act on which the Contribution Schedule Lot Entitlements have been decided is the Equality Principle.

**SCHEDULE B**      **EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND**

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

**SCHEDULE C**      **BY-LAWS**
**DEFINITIONS**

In these by-laws, the following words have the following meaning, unless the context otherwise requires:

“Act” the *Body Corporate and Community Management Act 1997* as amended from time to time. If the Act is repealed, then the replacement Act.

“Approved Drawings” or “Approved Drawings and Documents” means the drawings, plans and related documents as approved under the terms of the Council Decision Notice made on 10 March 2017 (Reference DA/31336/2016/V2M) and all including all amended plans/documents approved by Council on 19 April 2017 (Reference DA/31336/2016/XC/1) and all generally in accordance plans approved by Council on 29 September 2017 (Reference DA/31336/2016/XA/1) and all further permits and/or documents requiring approval under that decision notice and any future amendments made to that decision notice.

“Body Corporate” means the Body Corporate created upon the establishment of the Scheme pursuant to the Act.

“Body Corporate Manager” means the person, its officers, employees, agents or contractors appointed by the Body Corporate at any time pursuant to the Act as the manager of the Body Corporate.

“Building/s” means the building/s and all improvements comprised in the Development (including the building of which the Lot will be part).

“Building Manager” means the person, its officers, employees, agents or contractors appointed by the Body Corporate at any time in writing to act as the Service Contractor for the Scheme as that term is defined in the Act for the better management, control, use and enjoyment of the Common Property and for the better exercise and performance of the Body Corporate’s powers and duties.

“Committee” means the Body Corporate Committee appointed pursuant to the Act.

“Common Property” means the common property created upon establishment of the Scheme and being so much of the Building and Scheme Land which is not comprised in any Lot.

“Council” means the Moreton Bay Regional Council.

“Decision Notice” means the Council Decision Notice specified in the Approved Drawings and Documents.

“Development” means the residential complex comprising of twenty-seven (27) lots for residential purposes, facilities and the Common Property of the Scheme.

“Lot” means a lot in the Scheme.

“Occupier” means the Owner or a person or entity who occupies or uses a Lot with the consent of the Owner.

“Original Owner” means Bunro Pty Ltd A.C.N 608 884 449 trustee under instrument 717986745 and Bunro Pty Ltd A.C.N 608 884 449 trustee under instrument 717986745.

“Owner” means the registered Owner from time to time of a Lot.

“Owner’s Invitees” or “Invitees” means each of the Owners or if the case may be the Occupiers officers, employees, agents, visitors, invitees, lessees, licensees, contractors and other claiming through or under the Owner or Occupier.

“Regulation Module” means the *Body Corporate and Community Management (Accommodation Module) Regulation 2008*.

“Scheme” means the Bunya Heights Community Titles Scheme established pursuant to the Act.

“Scheme Land” means all the land referred to in the Building Format Plan for the Scheme.

#### **RULES FOR INTERPRETATION**

In these by-laws unless the context indicated a contrary intention:-

- (a) references to any right, power or authority of the Body Corporate or Committee to do any thing extend to all people authorised by them;
- (b) references to a Lot, the Common Property, Building, Land or to any thing includes any part of it;

- (c) any obligation on an Owner not to do any act or thing includes an obligation not to permit such act or thing to be done and to prevent such act or thing being done by the Occupiers and Owner's Invitees;
- (d) any obligation on an Owner to do any act or thing includes an obligation to ensure such act or thing is done by the Occupiers and Owner's Invitees;
- (e) words denoting the singular include the plural number and vice versa;
- (f) words importing a gender include any gender;
- (g) words denoting a natural person include companies, partnerships, trusts, or bodies corporate;
- (h) headings are for convenience only and do not affect the interpretation of these by-laws;
- (i) derivatives of any word or expression defined in these by-laws will have a corresponding meaning;
- (j) any notice to be given or any consent or approval required to be obtained from the Body Corporate or Committee under these by-laws must be given or obtained in writing; and
- (k) anything to be done by the Body Corporate may be done by the Committee if authorised by the Act.

## **BY-LAWS**

### **1. Car Parks**

- (a) The following vehicles are permitted to be parked in a Lot's car park either forming part of the Lot or allocated to the Lot by way of exclusive use ("Car Park"): motor car or motor bike.
- (b) The Occupier of a lot must not, without the Body Corporates' written approval:-
  - (i) park a vehicle, or allow a vehicle to stand on the Common Property;
  - (ii) permit an invitee to park a vehicle, or allow a vehicle to stand, on the Common Property, except for designated visitor parking which must remain available at all times for the sole use of visitors' vehicles.
- (c) An approval under **by-law 1(b)** must state the period for which it is given, with the exception of designated visitor parking.
- (d) However, the Body Corporate may cancel the approval by giving 7 days written notice to the Occupier, with the exception of designated visitor parking.
- (e) The following vehicles are only permitted to be parked in a Lot's Car Park after obtaining the written approval of the Committee: boat, trailer, caravan, campervan or mobile home.
- (f) An Owner or Occupier must not reside in a caravan, campervan or the like parked on Common Property or the Lot or the Lot's Car Park at any time whatsoever.
- (g) The Body Corporate has the authority of the Owner of a Lot and is empowered to organise cleaning services for the Car Parks forming part of a Lot or the subject of exclusive use area/s except where the Car Park is an enclosed garage and to pay for any such service out of administration fund levies.

### **2. Roads and Other Common Property**

An Owner or Occupier shall not:-

- (a) obstruct the roadways, pathways, drives and other Common Property and any easement giving access to the Land or be used by them for any purpose other than the reasonable ingress and egress to and from their respective Lots or a Lot's Car Park;

- (b) park a vehicle, or allow a vehicle to stand, on the Common Property, unless that part of the Common Property is allocated to their Lot by way of exclusive use;
- (c) drive or permit to be driven any vehicle in excess of two (2) tonnes weight onto or over the Common Property other than such vehicles necessary to complete the construction and/or occupation of any Building erected on the Land, and any vehicles entitled by any statute and/or local authority ordinances;
- (d) permit any Invitees' vehicles to park or allow a vehicle to stand on the Common Property, except for the designated visitor car parks which must remain available at all times for the sole use for visitors for the purpose of casual car parking;
- (e) exceed the speed limit signed throughout the Development;
- (f) allow children under the age of thirteen (13) to cycle, skateboard, rollerblade or scooter on the roadways, pathways, drives and other Common Property unless they are accompanied by an adult Owner or Occupier exercising effective control and supervision over them and any such activity is to be in accordance with applicable Legislation (*Transport Operations Road Use Management - Road Rules Regulation 2009*), at the time as if the roadway within the Common Property was a public roadway; and
- (g) allow service vehicles used by tradesmen, builders or contractors working on Lots be parked or driven on the Common Property between the hours of 6.00pm and 7.00am each day. The Owner or Occupier of a Lot must ensure that the roadways are cleaned at the end of each day where a vehicle driven by a builder tradesmen or contractor invited onto the Common Property by the Owner or Occupier leaves marks, debris or other material on the roadway.

### 3. Obstruction

An Owner shall not obstruct lawful use of the Common Property by any person.

### 4. Damage to Common Property

An Owner shall not:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon the Common Property; or
- (b) except with the consent in writing of the Committee, use for his own purposes as a garden any portion of the Common Property;
- (c) mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property unless written approval is given by the Committee.

### 5. Depositing Rubbish etc. on Common Property

An Owner shall not deposit or throw upon the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of any other Owner or Occupier or any person lawfully using the Common Property.

### 6. Garbage Disposal

An Owner shall:

- (a) save where the Body Corporate provides some other means of disposal of garbage, maintain within their Lot, or on such part of the Common Property as may be authorised by the Body Corporate, in clean and dry condition and adequately covered, a receptacle for garbage;
- (b) where individual refuse and recycle bins are provided, transfer those bins to the bin collection points on the collection day, retrieve them after collection and return them to their respective storage places on the same day;
- (c) only dispose of rubbish in ways approved by or specified by the Committee;

- (d) comply with all local authority by laws and ordinances relating to the disposal of garbage;
- (e) ensure that the health, hygiene and comfort of the Owner or Occupier of any other Lot is not adversely affected by their disposal of garbage;
- (f) shall not restrict access to the Common Property by the Council or Body Corporate, or their contractors or workmen, in collecting and disposing of rubbish;
- (g) not place any object or item in the serviced bulk bins (if any) or in the general vicinity of the serviced bin enclosures (if any) which is inappropriate or which might break or shatter or cause damage or injury to the serviced bulk bins or their enclosure. Any damage or blockage to the serviced bulk bins or their enclosure resulting from misuse or negligence shall be borne by the relevant Owner whether caused by the actions of the Owner, Occupiers or Invitees.

## 7. Appearance of Buildings

- (a) The Committee has established rules and standards (including specifications) in relation to items affecting the appearance of a Building. An Owner must comply with any such rules and standards. Such standards included but not limited to:-
  - (i) An Owner shall not hang any washing, towel, bedding, clothing or other article or display any sign, advertisement, placard, banner, pamphlet or like matter on any part of their Lot or any part of an exclusive use area(s) allocated to their Lot in such a way as to be visible from the Common Property or any other Lot;
  - (ii) An Owner shall not cause to have erected any sign, advertisement, placard, banner, pamphlet or like matter on any part of the Common Property whatsoever;
  - (iii) An Owner shall not close in balconies, terraces or courtyards (which must remain unenclosed with no shutters, glazing, louvers or similar permanent structures unless otherwise approved by the Council);
  - (iv) An Owner shall not erect on their Lot or any part of the Common Property outside wireless and television aerials and satellite dishes (or similar devices) without the written permission of the Committee;
  - (v) An Owner of a Lot which contains a balcony, terrace, courtyard or garden area, pot plants or planter box is responsible for the maintenance of such balcony, terrace, courtyard or garden area, pot plant or planter box, whether it is part of the title to the Lot or part of the Lot by way of exclusive use;
  - (vi) An Owner must ensure that all trees, shrubs, creepers and plants in or on any balcony, terrace, courtyard or garden area, pot or planter box contained on their Lot or on part of an exclusive use area(s) allocated to their Lot:
    - (1) are kept and maintained in good health and condition;
    - (2) do not extend beyond the boundaries of the Lot or the exclusive use area(s) allocated to their Lot; and
    - (3) do not obstruct the views from any other Lot or interfere with the use and enjoyment of any other Lot.
  - (vii) An Owner must take care when watering or carrying out maintenance on any balcony, terrace, courtyard or garden area, pot or planter box contained on their Lot or on part of an exclusive use area(s) allocated to their Lot so as to cause minimum disturbance to any other Owner or Occupier;
  - (viii) An Owner shall not install external blinds or sun control devices upon the exterior of a Lot or on part of an exclusive use area(s) allocated to a Lot without the written permission of the Committee and if applicable, the Council;

(ix) An Owner shall not install externally mounted air conditioners or mechanical plant to a Lot or on part of an exclusive use area(s) allocated to a Lot without the written permission of the Committee and if applicable, the Council.

(b) The Committee may implement any additional rules and standards as it considers appropriate.

#### 8. Inflammable Liquids Gases or Other Materials

An Owner shall not bring to, do or keep anything in their Lot or in an exclusive use area(s) allocated to their Lot which shall increase the rate of fire insurance on any other Lot or the Common Property of the Scheme or which may conflict with the laws and/or regulations relating to fires or any insurance policy upon any other Lot or the Common Property of the Scheme or the regulations or ordinances of any public authority for the time being in force. Gas cooking barbecues are permitted within the Lots or an exclusive use area(s) allocated to the Lot.

#### 9. Keeping of Animals

(a) Subject to the provision of the Act an Owner shall not keep any animal upon its Lot or the Common Property without the prior written approval of the Committee.

(b) Upon written approval of the Committee, an Owner may keep one (1) (unless otherwise approved by the Committee) cat and/or dog on the Lot on the following conditions:

(i) The animal must not disturb other Occupiers;

(ii) The animal must be a domesticated pet;

(iii) The animal must be toilet trained;

(iv) The animal must be licensed and immunised;

(v) The animal must be carried or kept on a leash whilst on Common Property other than Common Property to which the Owner of the Lot has exclusive use right;

(vi) The animal must wear an identification tag clearly showing the animal's Owner, address and telephone number;

(vii) The animal must be kept clean, quiet and controlled at all times whilst on the Lot and on a leash when on Common Property;

(viii) The Owner of an animal must clean up after the animal whilst the animal is on the Common Property;

(ix) The Owner of an animal must not leave the animal alone on a balcony of a Lot overnight;

(x) The Owner of an animal must not leave the animal alone inside a Lot overnight;

(xi) The Owner of an animal must take appropriate measures to ensure the animal is not allowed to escape onto the Common Property or any other Lot.

(c) Subject to **by-law 9(b)**, an Owner must obtain written approval from the Committee to bring or permit an Invitee to bring an animal onto the Lot or the Common Property.

(d) In addition to the conditions set out in **by-law 9(b)**, the Committee may implement any further conditions as it deems appropriate.

(e) If challenged, the Owner has the onus of proof (balance of probabilities) with respect to the matters contained in this by-law. The Body Corporate may order an animal to be removed from the Lot if any conditions set out in this by-law and by the Committee are not met.

#### 10. Auction Sales

An Owner shall not permit any auction sale to be conducted or to take place in their Lot or within any part of the Development without the prior written approval of the Committee.

#### 11. Right of Entry

An Owner, upon receiving reasonable notice from the Body Corporate, shall allow the Body Corporate or any contractors, sub-contractors, workmen or other person authorised by it, the right of access to their Lot for the purpose of carrying out works or effecting repairs on mains, pipes, wires or connections of any water, sewerage, drainage, gas, electricity, telephone or other system or service, whether to their Lot or to an adjoining Lot.

#### 12. Noise

- (a) An Owner shall not make or permit any noise likely to interfere in any way with the peaceful enjoyment of any other Owner or Occupier or of any person lawfully using the Common Property. In particular, an Owner shall not hold or permit to be held any social gathering in their Lot which would cause any noise which unlawfully interferes with the peace and quietness of any other Owner or Occupier, at any time of day or night and in particular shall comply in all respects with the *Noise Abatement Act 1979* and the *Environmental Protection (Noise) Policy 1997*, as amended.
- (b) In the event of any unavoidable noise in a Lot at any time, the Owner shall take all practical means to minimise annoyance to other Owners or Occupiers by closing all doors, windows and curtains of their Lot and also such further steps as may be within their power for the same purpose.
- (c) Invitees leaving between the hours of 10.00pm and 7.00am shall be requested by their hosts to leave quietly. Quietness also shall be observed when an Owner or Occupier returns to or leaves their Lot between the hours of 10.00pm and 7.00am.
- (d) An Owner shall not operate or permit to be operated within their Lot or any part of the Common Property any radio, two way radio, short wave radio, transmitter, telecommunications device or electronic equipment so as to interfere with any domestic appliance or apparatus (including a radio or television receiver) lawfully in use upon the Common Property or in any other Lot.

#### 13. Use of Lots

An Owner shall not use a Lot or permit the same to be used otherwise than as a residence, except for the Building Manager's lot (if any) which may be used in accordance with **by-law 36** and save and except the Original Owner who may use or cause to be used any Lot in accordance with **by-law 24**, nor for any purpose that may cause a nuisance or hazard or for any illegal or immoral purpose or for any other purpose that may endanger the safety or good reputation of persons residing within the Development.

#### 14. Infectious Diseases

In the event of any infectious disease which may require notification by virtue of any Statute, Regulation or Ordinance happening in any Lot, the Owner of such Lot shall give written notice thereof and any other information which may be required relative thereto to the Committee and shall pay to the Committee the expenses incurred by the Committee of disinfecting the Lot and any part of the Common Property required to be disinfected and replacing any articles or things the destruction of which may be rendered necessary by such disease.

#### 15. Alteration to Lots, Buildings and Common Property

- (a) An Owner of a Lot must not without the Committee's written approval make a change to the external or internal structure of the Lot or the external appearance of the Lot at any time.
- (b) An Owner of a Lot must not without the Committee's written approval and any conditions imposed by the Committee remove or install any hard floor surfaces unless it achieves a minimum field impact isolation class of 55 under relevant Building Code Regulations and is suitably acoustically treated.
- (c) An Owner of a Lot must not interfere with any acoustic treatments made to the Building.
- (d) An Owner of a Lot shall not construct or permit the construction or erection of any fence, pergola, screen, awning or other structure or outbuilding of any kind within or upon a Lot or on Common Property without the approval in writing of the Committee and if applicable the Council.

- (e) Any alteration made to the Common Property or any fixture or fitting attached to the Common Property by an Owner or Occupier, whether made or attached with or without the approval of the Committee, shall, unless otherwise provided by resolution of a general meeting or of a meeting of the Committee, be repaired and maintained by that Owner of which the aforesaid Owner was such Owner.
- (f) There shall be no external structural alterations or extensions or repainting of a Building without written approval of the Committee. An Owner shall submit to the Committee all plans and specifications for any such structural alteration or extension.
- (g) An Owner shall not alter the external colour scheme of a Building without the written approval of the Committee pursuant to a resolution of a meeting of the Body Corporate. In giving such approvals, the Committee shall ensure so far as practicable that the external colour scheme used in Buildings presents a uniform appearance when viewed from Common Property or any other Lot and complies with the Decision Notice.

16. Window Coverings / Tinting

An Owner shall not install, remove or replace any window coverings (including without limitation, a shutter, curtain, curtain backing, blind or window tinting) unless the colour and design has the written approval of the Committee. In giving such approvals, the Committee shall ensure so far as practicable that curtain backing and window tinting used in all Lots presents a uniform appearance when viewed from Common Property or any other Lot. However, the consent of the Body Corporate will not be required provided the backing of the window covering is white as seen from the exterior of the Building.

17. Maintenance of Lots and Rainwater Tanks (if any)

- (a) An Owner shall be responsible for the maintenance of their Lot and shall ensure that their Lot is so kept and maintained as not to be offensive in appearance to any other Owner or Occupier through the accumulation of excess rubbish or otherwise.
- (b) All Lots are to be so maintained as to prevent the excessive growth of grass and other vegetation making Lots unsightly, increasing fire risks or contributing to the spread of noxious weeds to other Lots.
- (c) The Body Corporate shall be responsible for the care and maintenance of the garden area between the front of the Building created on each Lot and the Common Property adjoining the roadway to ensure uniformity of appearance of all Lots within the Development.
- (d) The Owner or Occupier must maintain and ensure that any rainwater tanks installed upon their Lot or the exclusive use area allocated to a Lot, are kept free of mosquito larvae at all times and comply with any Council rules and regulations relating to the maintenance of rainwater tanks.

18. Replacement of Glass

Windows shall be kept clean and promptly replaced by the Owner of that Lot at their expense with fresh glass of the same kind and weight as at present if broken or cracked. This by-law does not prohibit an Owner from making a claim on the Body Corporate insurance.

19. Taps

An Owner shall not waste water and shall see that all water taps in their Lot are promptly turned off after use. Should the Lot be unoccupied for a period of more than a month, then the stopcock on the hot water system must be turned off.

20. Water Closets and Conveniences and Fire Hydrants

- (a) The water closets and conveniences and any other water apparatus including waste pipes, drains and fire hydrants located on the Common Property shall not be used for any purposes other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance shall be deposited therein.

(b) Any damage or blockage resulting to such water closets, conveniences, water apparatus, waste pipes, fire hydrants and drains from misuse or negligence shall be borne by the Owner whether the same is caused by their own actions or their Invitees or Occupiers.

## 21. Behaviour of Invitees

(a) An Owner shall take all reasonable steps to ensure that their Invitees do not behave in a manner likely to interfere with the peaceful enjoyment of any other Owner or Occupier or of any person lawfully using the Common Property.

(b) An Owner shall be liable to compensate the Body Corporate in respect of all damage to the Common Property or personal property vested in it caused by such Owner or their Invitees or Occupiers.

(c) An Owner of a Lot which is the subject of a lease or licence agreement shall take all reasonable steps, including any action available to them under any such lease or licence agreement, to ensure that any Occupier or their Invitees comply with the provisions of the by-laws.

(d) The duties and obligations imposed by these by-laws on an Owner shall be observed not only by the Owner but also by the Occupiers and the Owner's Invitees.

(e) Where the Body Corporate expends money to make good damage caused by a breach of the Act or of these by-laws by any Owner or Occupier or Invitees or any of them, the Committee shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the Owner at the time when the breach occurred.

## 22. Notice of Defect

An Owner shall give the Committee and/or the Building Manager prompt notice of any accident to or defect in the water pipes, gas pipes, electric installations or fixtures in their Lot or any part of the Common Property which comes to their knowledge and the Committee and/or the Building Manager shall have authority by its agents or servants in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as it may deem necessary for the safety and preservation of the Development and improvements contained within it as often as may be necessary.

## 23. Duties of the Body Corporate

(a) The Body Corporate shall ensure that the overall appearance of the Development shall remain uniform and as such will perform the duty of the Owners to repaint the external surfaces of all Buildings requiring such repainting and will ensure that all such external surfaces are kept in a state of good repair and reasonable wear and tear, not unlike the duties of a Body Corporate constituted by the registration of a building format plan. All expenses incurred as a result of this by-law shall be paid from funds contributed to the Sinking Fund.

(b) Authority to expend funds in excess of the prescribed amount pursuant to the Act to perform work required by this by-law may be given to the Committee by an ordinary resolution of the Body Corporate at a general meeting to which at least two quotations for the performance of this work have been tabled for consideration.

(c) Insurance

(i) In addition to insurance effected pursuant to the Act, the Body Corporate shall insure and keep insured all Buildings within the Development and any improvements thereon under a damage policy to the reinstatement or replacement value thereof.

(ii) The Body Corporate shall effect and keep current in respect of all improvements made in the Development, property damage insurance in the joint names of those persons recorded from time to time on the roll as Owners of the Lots in the Scheme in an amount nominated by the Body Corporate in a general meeting from time to time. Such insurance shall be taken out with a reputable insurance company and shall cover the rebuilding and/or repair of the Buildings due to damage and destruction by fire, storm, tempest, explosion or any other occurrence usually provided for in such insurance cover.

- (iii) All insurance premiums payable by the Body Corporate under this by-law shall be paid from funds contributed to the Administrative Fund.
- (iv) An Owner shall be responsible for the insurance of Owners fixtures as defined in the Act including all electrical equipment, carpets, drapes and improvements within their Lot.

24. Display Unit

While the Original Owner remains an Owner whether by lease, licence or otherwise of any Lot, it and its officers, servants and/or agents shall be entitled to use any Lot of which it remains an Owner as a display Lot and shall be entitled to allow prospective purchasers or any other person with the authority of the Original Owner to inspect any such Lot and for such purposes shall be entitled to use such signs, advertising or display material in or about the Lot and the Development as it thinks fit. Such signs shall be attractive and tasteful having regard to the general appearance of the Development and shall not at any time and from time to time be more in terms of number and size than is reasonably necessary.

25. Instructions to Contractors etc.

An Owner shall not directly instruct any contractors or workmen employed by the Body Corporate unless so authorised.

26. Correspondence

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

27. Requests to the Secretary

An Owner shall direct all requests for consideration of any particular matter to be referred to the Committee or to the Secretary and not to the Chairman or any member of the Committee.

28. Notices

An Owner and their Invitees shall observe the terms of any notice displayed in the Common Property by authority of the Committee or of any statutory authority.

29. Copy of By-Laws to be Produced Upon Request

Where any Lot or Common Property is leased or rented, otherwise than to an Owner, the lessor or, as the case may be, landlord shall upon the request of the lessee or tenant produce or cause to be produced to the lessee or tenant for their inspection a copy of these by-laws for the time being in force in respect of the Scheme.

30. Power of Committee

The Committee may make rules relating to the Common Property or any other facilities provided, not inconsistent with these by-laws and the same shall be observed by the Owners or Occupiers and their Invitees unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Body Corporate.

31. Recovery of Costs

- (a) An Owner shall pay on demand the whole of the Body Corporate costs and expenses (including solicitor and own client costs), which amount shall be deemed to be a liquidated debt due, in recovering all and any levies or moneys duly levied upon such Owner by the Body Corporate pursuant to the Act.
- (b) Where the Body Corporate expends money to make good damage caused by a breach of the Act or of these by-laws by any Owner or Occupier or their Invitees or any of them, the Committee shall be entitled to recover the amount so expended as a debt in an action in any Court of competent jurisdiction from the Owner of the Lot at the time when the breach occurred.
- (c) Interest

If a contribution levied under the Act is unpaid thirty (30) days after it falls due for payment, then 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 resolution has been made, then at a rate of 2% per month or any part thereof.

(d) Joint Liability

If, at the time a person becomes the Owner of a Lot, another person is liable in respect of the Lot to pay interest on a contribution, the Owner is jointly and severally liable with the other person for the payment of the interest.

(e) Character of Interest

The amount of any interest is recoverable by the Body Corporate as a liquidated debt.

32. Restricted Access Areas

The Body Corporate must ensure that any parts of the Common Property used for:-

- (a) electrical substations or control panels; or
- (b) fire service control panels; or
- (c) telephone exchanges; or
- (d) other services to the Lots and Common Property,

are kept locked unless there is a legal requirement to the contrary. Owners or Occupiers of a Lot may not enter or open or tamper with such areas without the consent of the Body Corporate.

33. Moving of Furniture

An Owner shall give at least twenty-four (24) hours notice to the Body Corporate or its representative before any furniture, fittings or equipment may be moved in or out of any Lot. Any such moving must be done in a manner and at the time directed by the representative of the Body Corporate PROVIDED THAT nothing restricts the movement of such items if they can be safely and adequately moved by one person and are of a nature such that damage cannot be occasioned to any items of Common Property or of property belonging to the Owner of any other Lot. The cost to repair any damage resulting from such movement shall be borne by the Owner.

34. Energy Supply

(a) If permitted by relevant legislation governing the supply of electricity and/or gas ("Energy") the Body Corporate may:-

- (i) cause to be established and to be maintained an electricity supply system and/or gas supply system ("System") for the Development; and
- (ii) as an on-supplier:-
  - (1) purchase Energy from an Energy supplier; and
  - (2) on-supply Energy to Owners.

(b) The Body Corporate may enter into agreements, contracts, licences, leases or other arrangements of any nature in connection with:-

- (i) the supply of Energy to the Body Corporate by an Energy supplier;
- (ii) the on-supply of Energy to Owners;
- (iii) the installation of service infrastructure and its uses in connection with the System,

including, without limitation, agreements contemplated by the Regulation Module for the Scheme setting out the basis on which charges are made for supply of Energy and the recovery of the costs to the Body Corporate of supplying that service.

- (c) The Body Corporate must calculate charges for Energy supply to Owners only as permitted under the relevant legislation governing on-supply or, if there is not applicable legislative provision, levy charges only to the extent required to ensure that the Body Corporate complies with its obligations to recover the costs of supplying the service to Owners.
- (d) If the Body Corporate charges Owners a tariff rate for the supply of Energy which is higher than the rate at which the Body Corporate purchases Energy from the supplier, any surplus funds generated in the hands of the Body Corporate as a result must be applied by the Body Corporate to its Administrative Fund in reduction of liabilities of the Body Corporate and, in this way, for the benefit of the Owners.
- (e) If the Body Corporate operates and maintains a System under this by-law, it may:-
  - (i) enter into agreements with Owners for the supply of Energy through the System, setting out the terms on which the Body Corporate will charge for the provision of services under the System and recover the costs of providing that service (as required by the Act and the Regulation Module for the Scheme) including charges for:-
    - (1) Energy supply;
    - (2) installation and connection to the System;
    - (3) servicing and maintenance of the System to the extent it is utilised in the provision of the service to a particular Owner;
    - (4) disconnection and reconnection fees;
    - (5) advance payments or security deposits to be provided in connection with Energy supply through the System.
  - (ii) establish the basis of Energy charges for those Owners which are not supplied by separate meter (if any) and for any Common Property based on an estimate of consumption taking into account the number and type of fittings, points, installations, plant and equipment, and appliances and the use to which those are put by the relevant Owner or the Body Corporate;
  - (iii) establish a system of accounts and invoices in connection with the supply of Energy through the System and render those accounts to Owners as appropriate;
  - (iv) recover any amounts when due and payable from any Owner under applicable accounts rendered and if an account is unpaid by the due date:
    - (1) recover the amount of the unpaid account or accounts (whether or not a formal demand has been made) as a liquidated debt due to it in any Court of competent jurisdiction;
    - (2) recover interest on any unpaid account;
    - (3) disconnect the supply of Energy to the relevant Owner;
    - (4) charge a reconnection fee to restore Energy supply to that Owner;
    - (5) increase the advance payment or security deposit for Energy supply to the relevant Owner.
- (f) The Body Corporate is not liable for any loss or damage suffered by any Owner as a result of any failure of the supply of Energy due to breakdowns, repairs, maintenance, strikes, accidents or any other causes affecting the System.
- (g) The Body Corporate is not required to supply any Owner with Energy to any greater extent than the Energy supplier from which the Body Corporate obtains supply could provide at any given time.

(h) Each Owner must:-

- (i) allow the Body Corporate and its agents, contractors, or employees access to any service infrastructure used in connection with Energy supply under the System;
- (ii) comply with all requirements of the Body Corporate imposed in connection with Energy supply through the System;
- (iii) maintain any service infrastructure used in connection with the System and which is located in or on a Lot and which is used in connection with Energy supply under the System.

(i) Nothing in this by-law obliges an Owner to purchase Energy from the Body Corporate or limits or restricts the rights of any Owner to utilise service infrastructure under any implied easement or other right contained in the Act or other applicable legislation.

### 35. Bulk Supply of Utilities

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

- (a) "Utility" means: water (potable and non-potable), telecommunications, cable TV and the like;
- (b) The Body Corporate has the power to enter into a contract for the purchase of reticulated Utility, on the most economical basis, for the whole of the Development from any relevant Utility provider;
- (c) The Body Corporate has the power to sell reticulated Utility to each Owner or Occupier in the Development;
- (d) The Body Corporate is not required to supply to any Owner or Occupier Utility requirements beyond those requirements which the relevant Utility supplier could supply at any particular time;
- (e) The Body Corporate may charge for the Utility services (including for the installation of, and the costs associated with, infrastructure for the Utility services) but only to the extent necessary for reimbursing the Body Corporate for supplying the Utility services;
- (f) The Body Corporate may render accounts to each Owner or Occupier as appropriate;
- (g) In respect of an account which has been rendered pursuant to this by-law, then an Owner or Occupier is liable, jointly and severally with any person who was liable to pay that account when the Owner or Occupier became the Owner or Occupier of that Lot;
- (h) In the event that a proper account for the supply of reticulated Utility is not paid by its due date for payment, then the Body Corporate is entitled to:-
  - (1) recover the amount of the unpaid account or accounts (whether or not a formal demand has been made) as a liquidated debt due to it in any Court of competent jurisdiction;
  - (2) disconnect the supply of reticulated Utility to the relevant Lot;
  - (3) recover interest on any unpaid account;
  - (4) charge a reconnection fee to restore the Utility supply to that Owner;
  - (5) increase the advance payment or security deposit for the Utility supply to the relevant Owner.
- (i) The Body Corporate is not, under any circumstances whatsoever, responsible or liable for any failure of the supply of Utility due to breakdowns, repairs, maintenance, strikes, accidents or causes of any class or description;
- (j) The Body Corporate may, from time to time, determine a security deposit to be paid by each Owner or Occupier who is connected to the supply of the reticulated Utility as a guarantee against non-payment of accounts for the supply of the reticulated Utility.

(k) Nothing in this by-law obliges an Owner to purchase reticulated Utility from the Body Corporate or limits or restricts the rights of any Owner to utilise service infrastructure under any implied easement or other right contained in the Act or other applicable legislation.

36. Management of the Common Property and Special Privileges Use of Common Property

(a) For as long as there is in existence an agreement with the Body Corporate for the Building Manager to provide services for the control, management and administration of the Common Property (a "Service Contractor Agreement") and/or an agreement for the Letting Agent to provide letting and ancillary services to such Owners or Occupiers who wish to avail themselves of such services (a "Letting Agreement") then:-

- (i) The Body Corporate will not itself, directly or indirectly, provide any of the services set out in the Service Contractor Agreement and/or Letting Agreement;
- (ii) The Body Corporate will not enter into with any other person or entity an agreement similar to the Service Contractor Agreement and/or Letting Agreement;
- (iii) The Building Manager and the Letting Agent will be entitled to erect or display signs or notices in or on the Common Property advertising any of the services it provides pursuant to the Service Contractor Agreement and/or Letting Agreement;
- (iv) The Body Corporate may confer on the Building Manager and the Letting Agent special privileges in respect of part(s) of the Common Property to use same in connection with the business carried out pursuant to the Service Contractor Agreement and/or the Letting Agreement;
- (v) The Body Corporate must not grant to any other person or corporation the right to conduct any business of a similar nature to the letting business from within the Development nor must the Body Corporate (or any of its members individually) directly or indirectly conduct or attempt to conduct any business of a similar nature to the letting business from within the Development; and
- (vi) The Body Corporate must not make any part of the Common Property available to any person or corporation for the purpose of conducting a letting business.

(b) The Body Corporate may use or authorise the use of appropriate parts of the Common Property to store equipment used for the performance of the Body Corporate's duties pursuant to the Act in respect of any Common Property. These areas (if any) may be locked and access prohibited without the authority of the Body Corporate.

37. Security for Lots

(a) An Owner or person authorised by him is permitted to install:-

- (i) any locking or other safety device for protection of their Lot against intruders; or
- (ii) any screen or other device to prevent entry of animals or insects upon their Lot,

provided that the locking or other safety device or, as the case may be, screen or other device is constructed in a workmanlike manner, is maintained in a state of good and serviceable repair by the Owner and does not detract from the amenity of the Building. All doors and windows to the premises shall be securely fastened on all occasions when the premises are left unoccupied and the Committee reserves the right to enter and fasten same if left insecurely fastened.

(b) An Owner shall not disclose to any person other than any other person residing in the Development with the authority of the Owner or Occupier, the security code (if any) advised from time to time to the Owner or Occupier by the Body Corporate for security gate(s) and/or doors (if any) erected within the Development for the purposes of gaining access to any part of the Development.

38. Dividing Fences

An Owner shall not erect any fence on the Lot without the written approval of the Committee and unless the same is of a construction approved by the Committee.

### 39. Exclusive Use – Private Courtyard

(a) The Owner for the time being of each Lot set out in Schedule E:

- (i) is entitled to the exclusive use and enjoyment of that part of the Common Property allocated to the Lot in Schedule E and identified on the plans attached and marked Annexure "A" ("Exclusive Use Area"); and
- (ii) may only use the Exclusive Use Area for the Purpose identified in Schedule E and on the conditions specified in **by-law 39(d)**.

(b) The Committee may implement any further rules in relation to Exclusive Use Area allocated to the Lot as it deems appropriate.

(c) The Owner of each Lot is responsible for the cost of the maintenance and operating costs of the Exclusive Use Area.

(d) The Purpose identified in Schedule E has the following meaning:-

**"Private Courtyard"** means that the Exclusive Use Area may only be used for the purposes of a private courtyard provided that the Owner must:-

(i) maintain the Private Courtyard by:

- (1) ensuring any fittings, paved areas, plants and retaining walls etc. located in the Private Courtyard are kept in a clean and tidy condition and in a state of good and serviceable repair;
- (2) ensuring any plants located in the Private Courtyard are maintained in a good and healthy condition;
- (3) promptly removing any plant (if it dies) located in the Private Courtyard and replacing it with another plant of a variety approved by the Committee;
- (4) ensuring no root invasive species of plant be grown within any part of the Private Courtyard;
- (5) not removing any plant located in the Private Courtyard without the prior written approval of the Committee;
- (6) not planting any plant in the Private Courtyard without the prior written approval of the Committee;
- (7) not storing on or in the Private Courtyard any items deemed to adversely impact the appearance of the Private Courtyard and will immediately remove from the Private Courtyard any such items upon being directed to do so by the Body Corporate;
- (8) maintaining any clothes drying facilities;
- (9) complying with the terms and conditions of any Easement in favour of Council registered over part of the Private Courtyard protecting parts of the Stormwater Management Systems located within the Development.

(ii) allow access to the Private Courtyard by the Building Manager or any other service contractor engaged by the Body Corporate from time to time for the purposes of:

- (1) carrying out works and/or effect repairs on common services, such as drains, pipes, connections and services generally including, but not limited to gas, water, sewerage, Easement areas, electricity and other service or systems relating to the Common Property;
- (2) reading of meters applicable to these common services where the meters and/or services are located in the Private Courtyard; and

(3) inspection, treatment or other activity as deemed necessary by the Committee in relation to the prevention and/or management of termite (or other similar pest) infestation,

whereby access may only be reasonable obtained via the Private Courtyard.

#### 40. Development Approval Conditions

The Body Corporate and Owners and Occupiers acknowledge that certain conditions of the Decision Notice apply to the Development and to the extent that all such conditions are not separately set out in this Community Management Statement or otherwise provided for by the establishment of the Scheme, the Body Corporate and Owners or Occupiers agree that they are aware of the following conditions:-

##### (a) Maintain the Development

The Body Corporate must maintain the approved Development (including but not limited to landscaping, parking, visitor car parking, communal bicycle storage facilities, privacy screening, signage, driveways and other external spaces) generally in accordance with the Approved Drawings and Documents and any relevant Council engineering or other approval required by the Decision Notice.

##### (b) Car Parking Provision

The Body Corporate must at all times maintain at least forty-eight (48) vehicle parks within the Development consisting of:-

- (i) Forty (40) vehicle parks for Occupiers;
- (ii) Eight (8) vehicle parks for visitors; and
- (iii) One (1) space for a vehicle wash bay.

All vehicle parks, driveways and the vehicle wash bay as shown on the Approved Drawings must not be used for any other purpose.

##### (c) Landscape Requirements

The Body Corporate must at all times maintain landscaping within the Development generally in accordance with the *Landscape Design Code and Planning Scheme Policy 30* of the *PineRiversPlan* which includes the following:-

- (i) A landscape strip with a minimum depth of 2.0m along Bunya Road where not constrained by pedestrian or vehicle access;
- (ii) Installation and maintenance of four (4) street trees on Bunya Road.

##### (d) Communal Open Space and/or Recreation Areas

The Body Corporate must at all times maintain communal open space and/or recreation areas to cater for the need of residents as shown on the Approved Drawings and Documents ("Communal Open Space") including the maintenance of all landscaping located within the Communal Open Space generally in accordance with the *Landscape Design Code and Planning Scheme Policy 30* of the *PineRiversPlan*.

##### (e) Bin Storage Requirements and Collection Locations

- (i) The Body Corporate must maintain a waste management program approved by Council in accordance with the Decision Notice.
- (ii) The Body Corporate must at all times manage waste in accordance with Council's *General Waste and Recyclable Waste Storage and Collection for Residence and Commercial Developments* (Policy No 12-2150-041) and *Technical Guidelines* or as amended.
- (iii) All Lots including those facing Bunya Road must use the bulk bin facility provided on the internal road of the Development as shown on the Approved Drawing and Documents ("Bulk Bin Facility").

(iv) The Body Corporate must at all times maintain the Bulk Bin Facility in accordance with the Approved Drawing and Documents.

(f) Stormwater Management Requirements

(i) The Body Corporate must maintain and manage the ongoing operation of the stormwater management measures and drainage works ("Stormwater Management Systems") in accordance with:-

- (1) the approved Site Based Stormwater Management Plan forming part of the Approved Drawings and Documents and Council's superseded Pine Rivers Planning Scheme and design standards ("Stormwater Management Plan"); and
- (2) the terms and conditions of any Easement in favour of Council registered over part or parts of the Stormwater Management Systems.

(ii) The Body Corporate is responsible for the ongoing operation and maintenance of the stormwater quality and quantity mitigation devices constructed within the Stormwater Management System ("Stormwater Management Devices") in accordance with the Stormwater Management Plan to ensure the design discharge parameters are maintained for the life of the Development.

(iii) The Stormwater Management Devices are to be maintained at regular intervals after commencement of the use of the lots within the Development by a suitably qualified contractor ("Maintenance Contractor") in accordance with the Stormwater Management Plan.

(iv) A certificate of compliance from the Maintenance Contractor is to be kept on site and in the Body Corporate's records and made available to Council Officers upon successful completion of each maintenance procedure ("Maintenance Certificates").

(v) Maintenance Certificates are to be kept on site and in the Body Corporate's records for a minimum of two (2) years.

(g) Rainwater Tanks

(i) Where the Committee and if applicable, the Council consent to the installation of any external rainwater tanks, hot water tanks, gas bottles, air conditioners or mechanical plant to a Lot or the exclusive use area allocated to a Lot, such external installations must be:-

- (1) located in the rear setback of a Lot; or
- (2) located in the side setbacks of a Lot and including screening (eg. fencing or landscaping) from view of any road frontage; or
- (3) entirely underground where located in the front setback.

(h) Fire Hydrants

The fire hydrant facilities provided are to be maintained at all times in effective operating order in a manner prescribed in Australian Standard AS1851 (2013) – Routine Service of Fire Protection Systems and Equipment (as amended from time to time) and in accordance with the Decision Notice.

41. Car Wash Bay

(a) The Car Wash Bay located in Development is to be available for use by all Owners and Occupiers.

(b) When using the Car Wash Bay an Owner or Occupier must ensure:-

- (i) the Car Wash Bay is only used between the hours of 9.00am and 7.00pm or as otherwise determined by the Committee;
- (ii) the Car Wash Bay is only used by an Owner or Occupier;

- (iii) no use shall be made of the Car Wash Bay which involves damage, inconvenience or nuisance to any other Owner or Occupier or Invitee nor which causes damage to the surface, fixture or fittings of the Car Wash Bay;
- (iv) water is not wasted by ensuring all taps are promptly turned off after use;
- (v) the Car Wash Bay is only be used for its intended purposes;
- (vi) the Car Wash Bay is kept clean and not left it in an untidy or littered state after use.

(c) An Owner or Occupier must not use any other part of the Common Property for the purpose of cleaning their motor vehicle other than the Car Wash Bay.

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

1. Services Location Diagram

Service Easements as defined in the *Body Corporate and Community Management Act 1997* are present on the parcel. The appropriate location of these services are shown on the Services Location Diagram attached and marked Annexure "B".

2. Statutory and Service Easements

Each Lot, as specified below, to the extent applicable and necessary having regard to the relatives positioning of the Lots in respect of each other has the benefit and burden of the statutory and service easements as follows:

<b>Lot on Plan</b>	<b>Statutory Easement</b>	<b>Service Easement</b>
1 on SP 296450	support, shelter, projection & utility infrastructure	sewerage, telephone/NBN, electricity, stormwater, water, drainage
2 on SP 296450	support, shelter, projection & utility infrastructure	sewerage, telephone/NBN, electricity, stormwater, water, drainage
3 on SP 296450	support, shelter, projection & utility infrastructure	sewerage, telephone/NBN, electricity, stormwater, water, drainage
4 on SP 296450	support, shelter, projection & utility infrastructure	sewerage, telephone/NBN, electricity, stormwater, water, drainage
5 on SP 296450	support, shelter, projection & utility infrastructure	sewerage, telephone/NBN, electricity, stormwater, water, drainage
6 on SP 296450	support, shelter, projection & utility infrastructure	sewerage, telephone/NBN, electricity, stormwater, water, drainage
7 on SP 296450	support, shelter, projection & utility infrastructure	sewerage, telephone/NBN, electricity, stormwater, water, drainage
8 on SP 296450	support, shelter, projection & utility infrastructure	sewerage, telephone/NBN, electricity, stormwater, water, drainage
9 on SP 296450	support, shelter, projection & utility infrastructure	sewerage, telephone/NBN, electricity, stormwater, water, drainage
10 on SP 296450	support, shelter, projection & utility infrastructure	sewerage, telephone/NBN, electricity, stormwater, water, drainage
11 on SP 296450	support, shelter, projection & utility infrastructure	sewerage, telephone/NBN, electricity, stormwater, water, drainage
12 on SP 296450	support, shelter, projection & utility infrastructure	sewerage, telephone/NBN, electricity, stormwater, water, drainage
13 on SP 296450	support, shelter, projection & utility infrastructure	sewerage, telephone/NBN, electricity, stormwater, water, drainage
14 on SP 296450	support, shelter, projection & utility infrastructure	sewerage, telephone/NBN, electricity, stormwater, water, drainage
15 on SP 296450	support, shelter, projection & utility infrastructure	sewerage, telephone/NBN, electricity, stormwater, water, drainage
16 on SP 296450	support, shelter, projection & utility infrastructure	sewerage, telephone/NBN, electricity, stormwater, water, drainage
17 on SP 296450	support, shelter, projection & utility infrastructure	sewerage, telephone/NBN, electricity, stormwater,

Lot on Plan	Statutory Easement	Service Easement
	infrastructure	water, drainage
18 on SP 296450	support, shelter, projection & utility infrastructure	sewerage, telephone/NBN, electricity, stormwater, water, drainage
19 on SP 296450	support, shelter, projection & utility infrastructure	sewerage, telephone/NBN, electricity, stormwater, water, drainage
20 on SP 296450	support, shelter, projection & utility infrastructure	sewerage, telephone/NBN, electricity, stormwater, water, drainage
21 on SP 296450	support, shelter, projection & utility infrastructure	sewerage, telephone/NBN, electricity, stormwater, water, drainage
22 on SP 296450	support, shelter, projection & utility infrastructure	sewerage, telephone/NBN, electricity, stormwater, water, drainage
23 on SP 296450	support, shelter, projection & utility infrastructure	sewerage, telephone/NBN, electricity, stormwater, water, drainage
24 on SP 296450	support, shelter, projection & utility infrastructure	sewerage, telephone/NBN, electricity, stormwater, water, drainage
25 on SP 296450	support, shelter, projection & utility infrastructure	sewerage, telephone/NBN, electricity, stormwater, water, drainage
26 on SP 296450	support, shelter, projection & utility infrastructure	sewerage, telephone/NBN, electricity, stormwater, water, drainage
27 on SP 296450	support, shelter, projection & utility infrastructure	sewerage, telephone/NBN, electricity, stormwater, water, drainage
Common Property of Bunya Heights CTS	support, shelter, projection & utility infrastructure	sewerage, telephone/NBN, electricity, stormwater, water, drainage

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

LOT ON PLAN	EXCLUSIVE USE AREA	PURPOSE
1 on SP 296450	1A	Private Courtyard
2 on SP 296450	2A	Private Courtyard
3 on SP 296450	3A	Private Courtyard
4 on SP 296450	4A	Private Courtyard
5 on SP 296450	5A	Private Courtyard
6 on SP 296450	6A	Private Courtyard
7 on SP 296450	7A	Private Courtyard
8 on SP 296450	8A	Private Courtyard
9 on SP 296450	9A	Private Courtyard
10 on SP 296450	10A	Private Courtyard
11 on SP 296450	11A	Private Courtyard
12 on SP 296450	12A	Private Courtyard
13 on SP 296450	13A	Private Courtyard
14 on SP 296450	14A	Private Courtyard
15 on SP 296450	15A	Private Courtyard
16 on SP 296450	16A	Private Courtyard
17 on SP 296450	17B	Private Courtyard
18 on SP 296450	18B	Private Courtyard
19 on SP 296450	19B	Private Courtyard
20 on SP 296450	20B	Private Courtyard
21 on SP 296450	21A	Private Courtyard
	21B	Private Courtyard
22 on SP 296450	22A	Private Courtyard
	22B	Private Courtyard
23 on SP 296450	23B	Private Courtyard
24 on SP 296450	24B	Private Courtyard
25 on SP 296450	25B	Private Courtyard
26 on SP 296450	26B	Private Courtyard

LOT ON PLAN	EXCLUSIVE USE AREA	PURPOSE
27 on SP 296450	27A	Private Courtyard
	27B	Private Courtyard

(As specified on the plan attached and marked Annexure "A" to be used for the purposes and on the conditions outlined in by-law 39)

**ANNEXURE "A"**

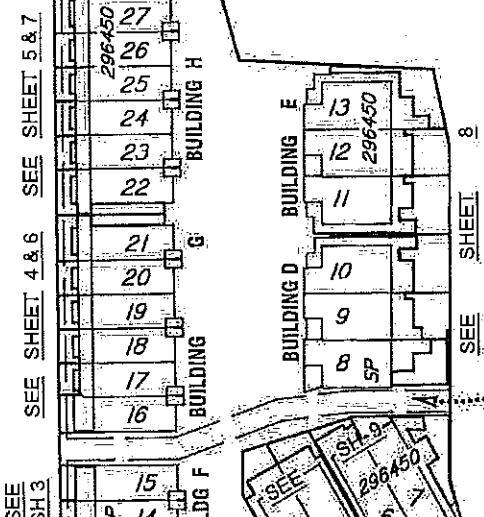
2

SP140139

15  
124788

16

17 RP

30  
RPI24788Emt A  
SP296450Emt D  
RPI24847

## Notes:

Exclusive use areas are defined by structural features unless dimensioned.

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Walter Consulting Group Pty Ltd (ACN 147 343 084) hereby certify that the details shown in this sketch plan are correct.

29-6-2018

Authorised Delegate

Date



W O L T E R  
consulting group

Planning  Urban Design  Landscape  Environment  Surveying

Scale 1:1000 @ A4  
Lengths are in Metres.

10 0 10 20 30

## Sketch of Exclusive Use Areas

over part of Common Property on  
SP296450 Levels A and B

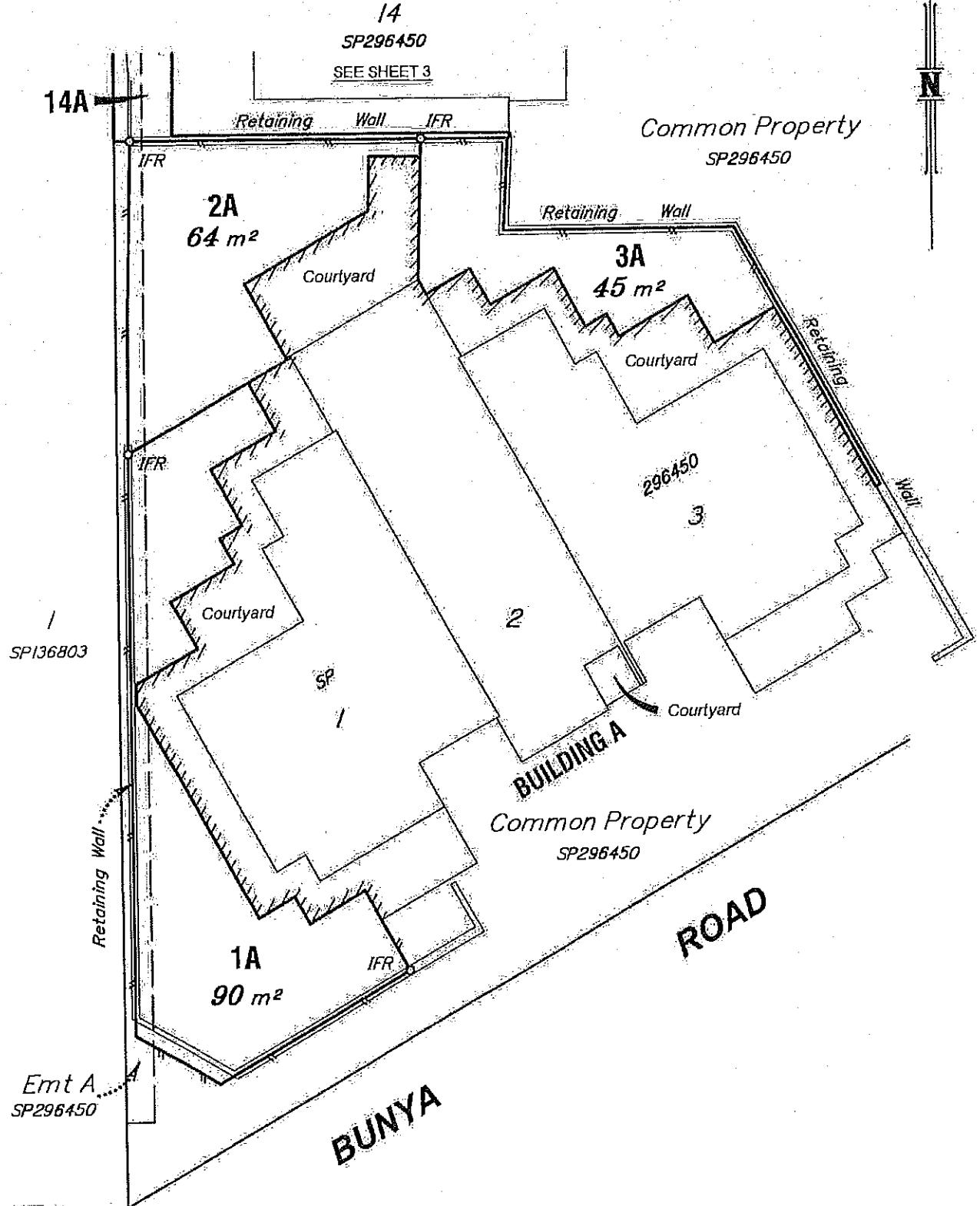
Bunya Heights Community Titles Scheme

Title Reference:

Surveyor BT	Stage
29-06-2018	1 of 9
Drawing Number	
SB3514-03	Version N

DR

Page of



## LEVEL A

Denotes face of building/edge of concrete  
 Denotes line of fence  
 IFR Denotes intersection of fence rails

Scale 1:200 @ A4  
Lengths are in Metres.

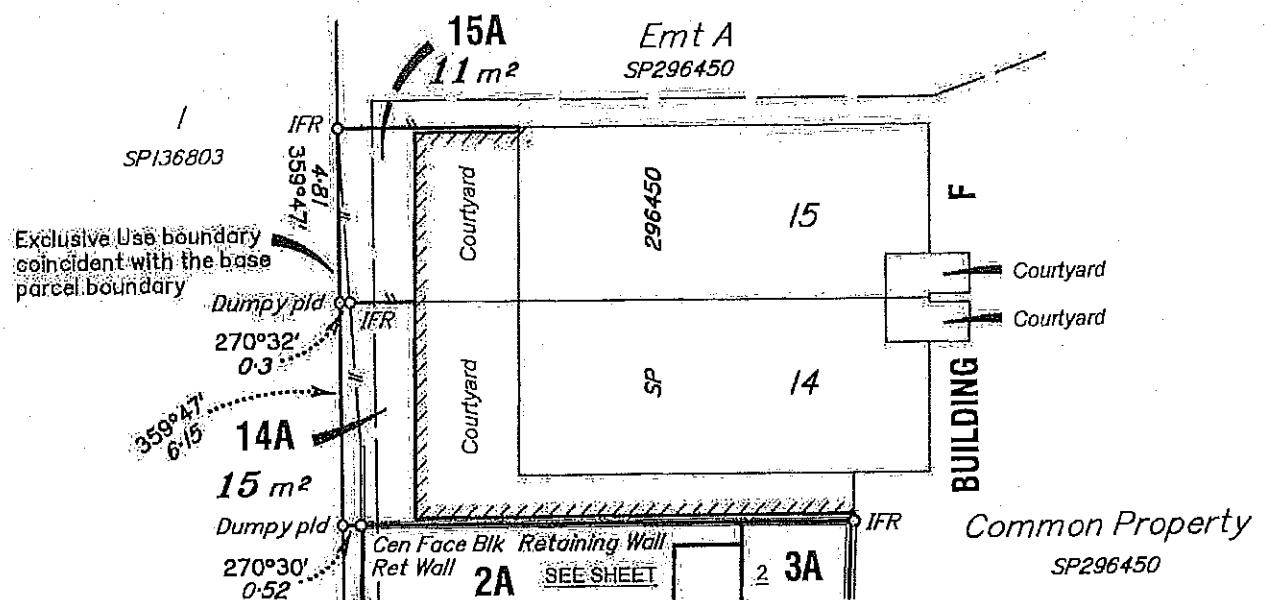
Sheet No

2 9

### Version

Drawing Number  
SB3514-03

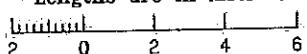
### Version



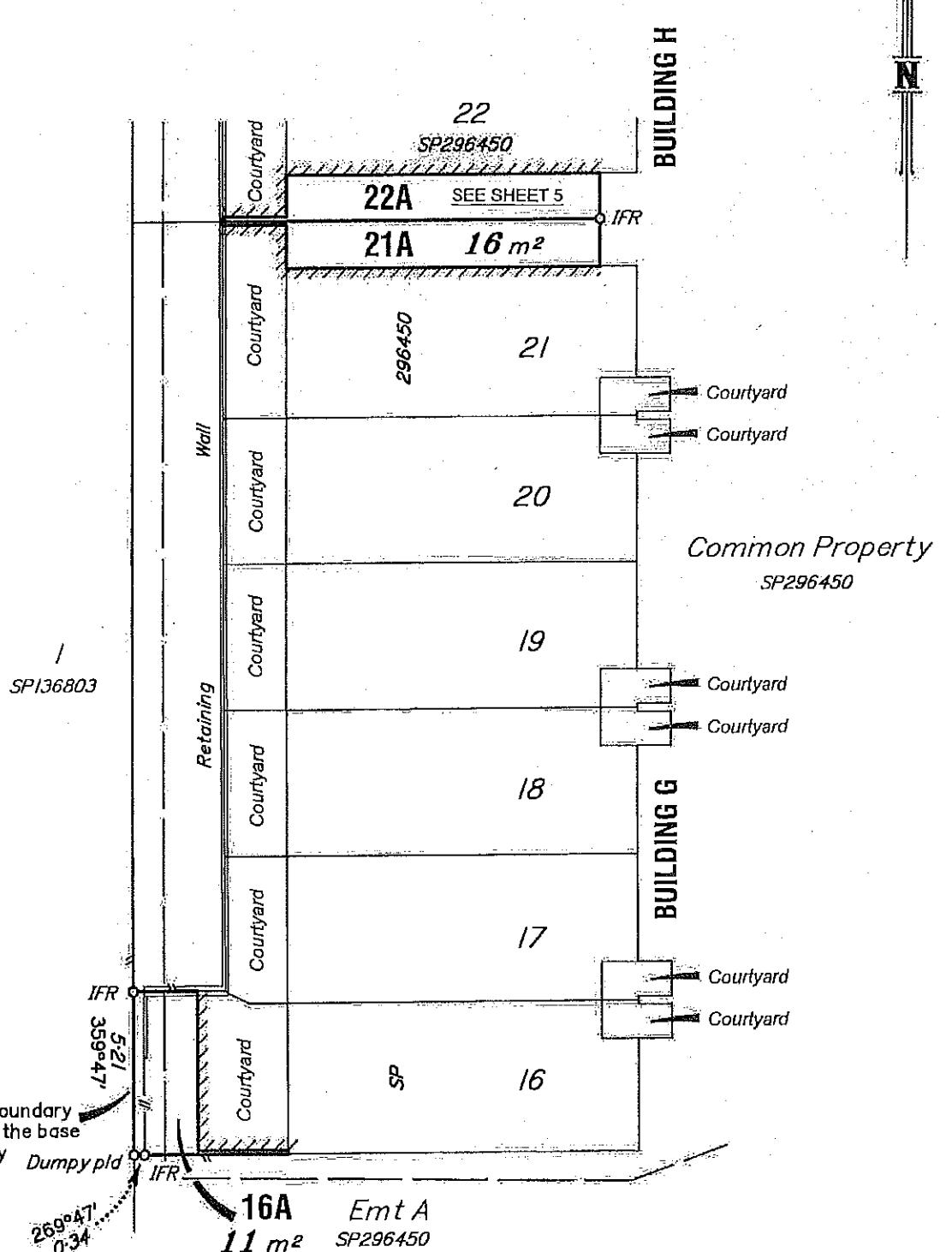
## LEVEL A

Denotes face of building/edge of concrete  
Denotes line of fence  
IFR Denotes intersection of fence rails

Scale 1:200 @ A4  
Lengths are in Metres.



	Sheet	No
	3	9
Drawing Number		Version
SB3514-03		N



Exclusive Use boundary  
coincident with the base  
parcel boundary *Dumpyard*

coincident with the base  
parcel boundary. *Dumeyold*

## LEVEL A

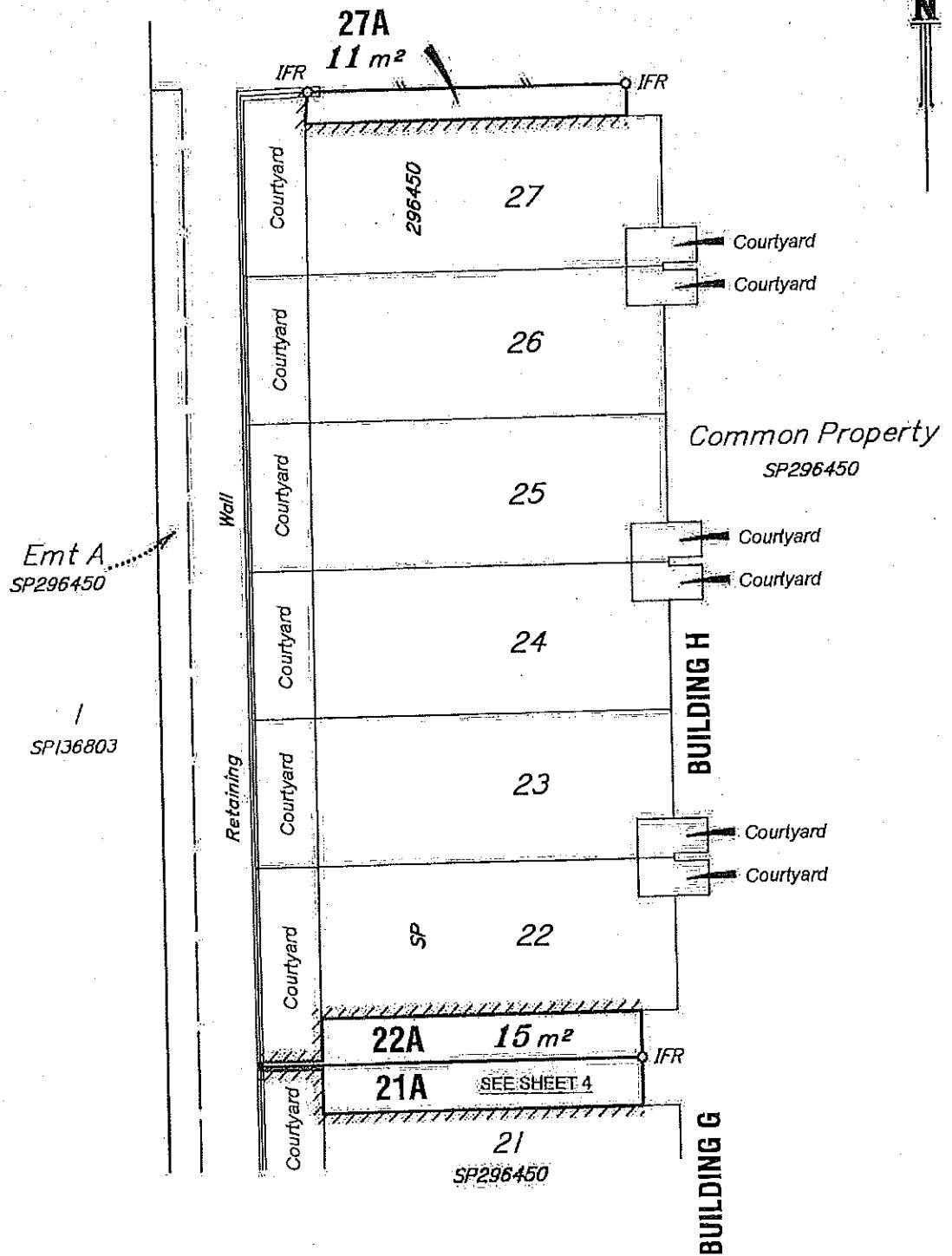
Denotes face of building/edge of concrete  
Denotes line of fence  
IFR Denotes intersection of fence rails

Scale 1:200 @ A4  
Lengths are in Metres.

Sheet	No
4	9
Version	

Drawing Number  
SB3514-03

**Version**

**LEVEL A**

Denotes face of building/edge of concrete  
 Denotes line of fence  
 IFR Denotes intersection of fence rails

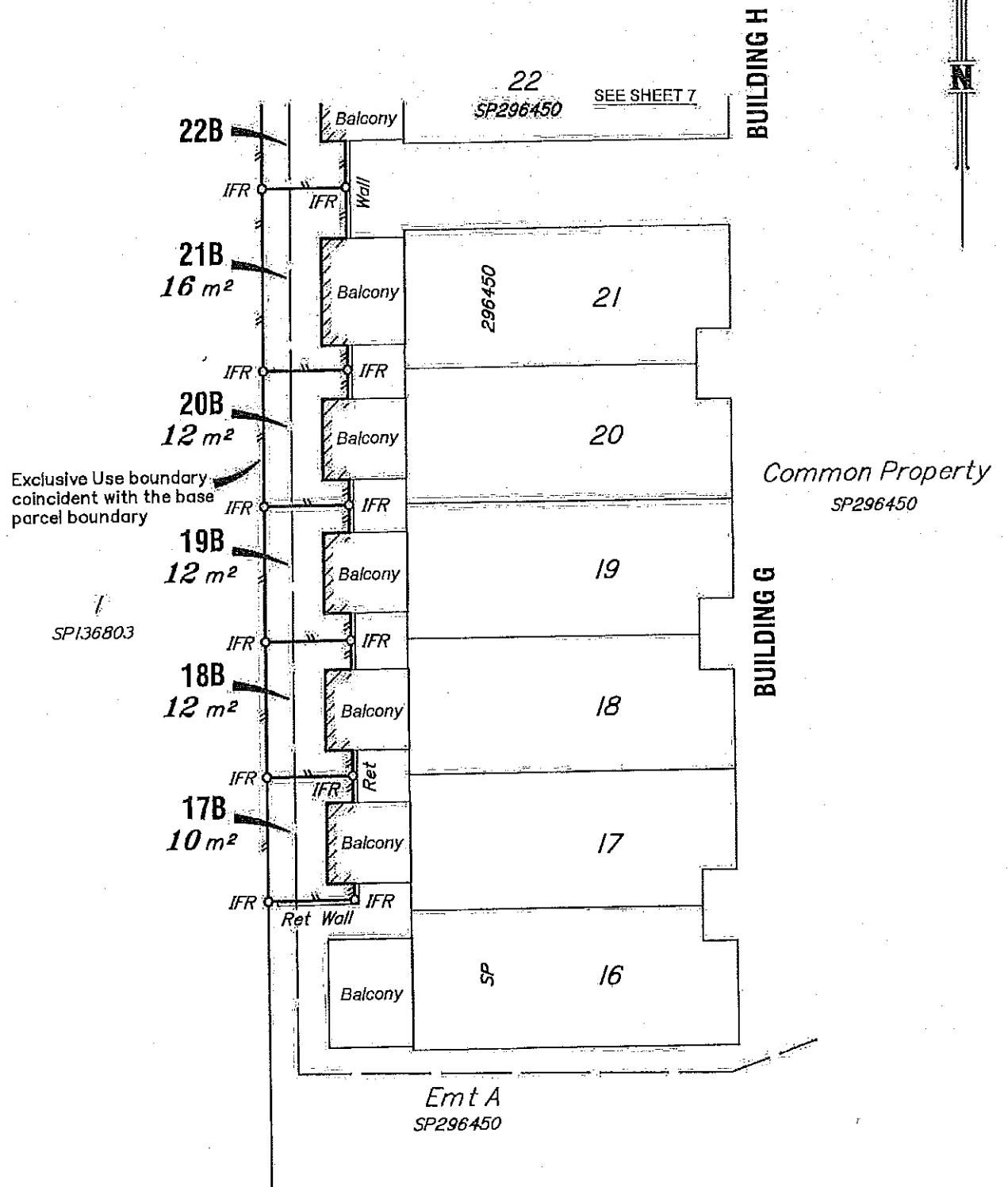
Scale 1:200 @ A4  
 Lengths are in Metres.

0 2 4 6

Sheet No  
 5 9

Drawing Number  
 SB3514-03

Version  
 N



## LEVEL B

Denotes face of building/edge of concrete  
Denotes line of fence  
IFR Denotes Intersection of fence rails

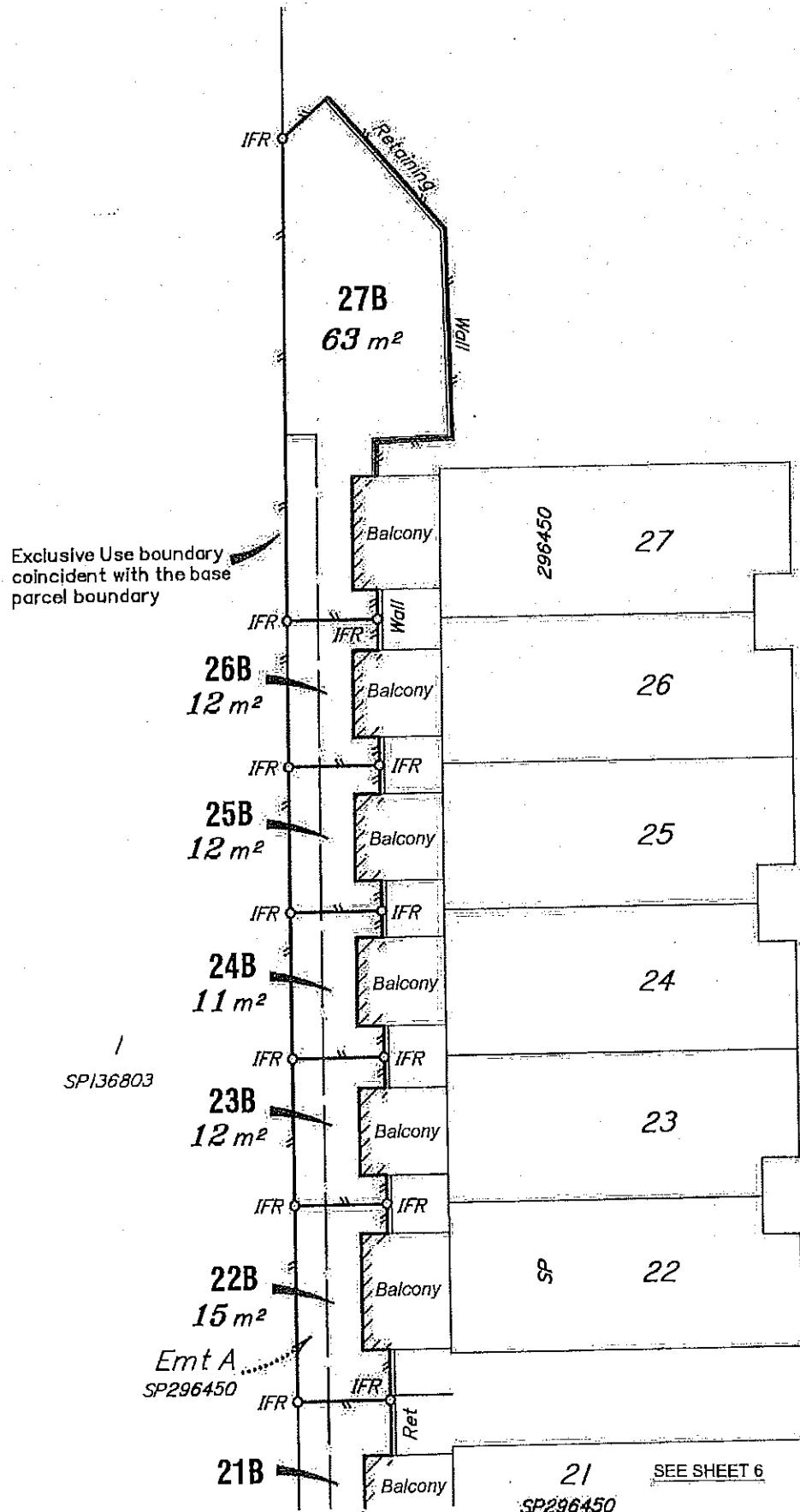
Scale 1:200 @ A4  
Lengths are in Metres.

Lengths are in metres.

Sheet	No
6	9

Drawing Number  
**SB3514-03**

Version N



## LEVEL B

Denotes face of building/edge of concrete  
Denotes line of fence  
Denotes intersection of fence rails

Scale 1:200 @ A4  
Lengths are in Metres.

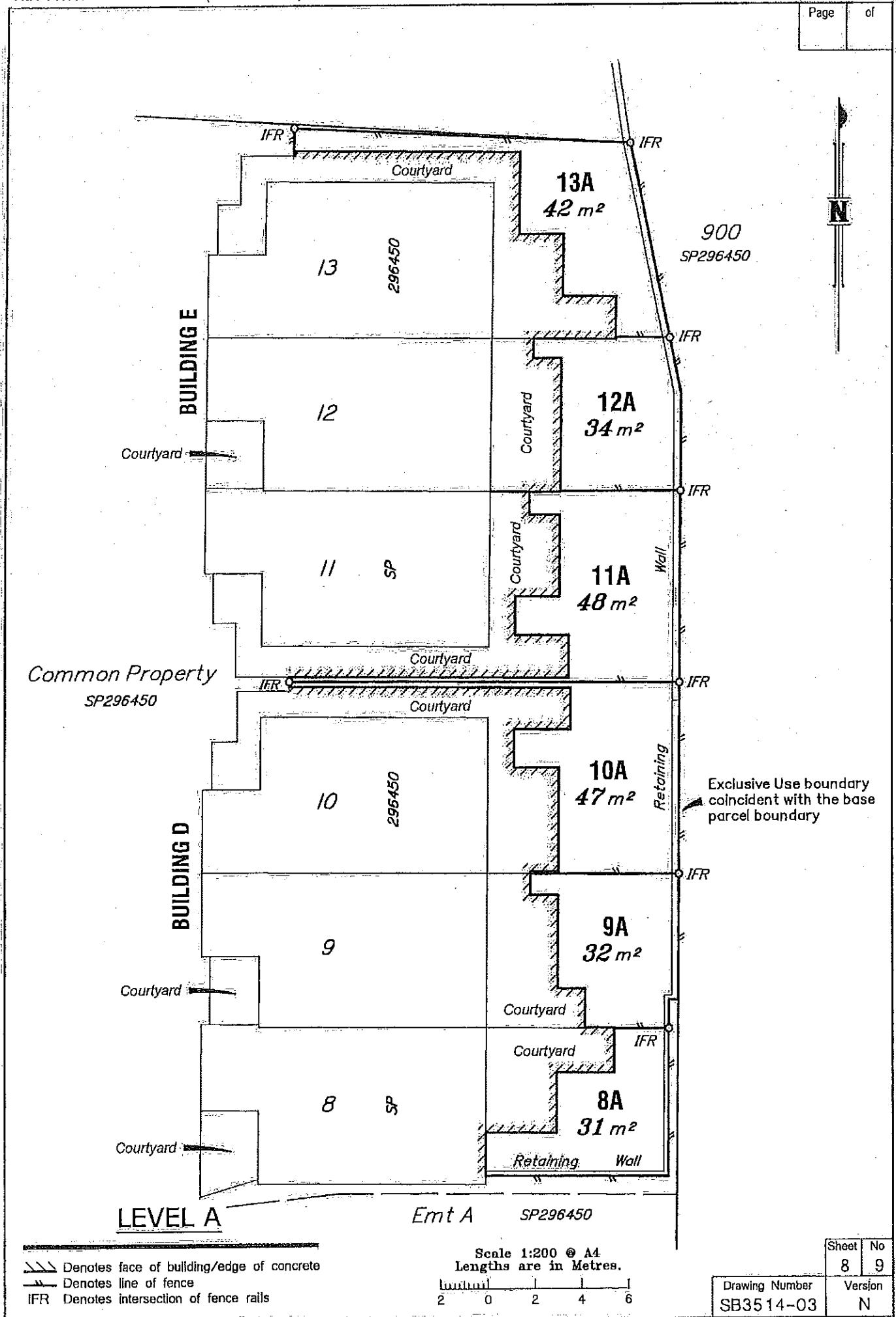
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7

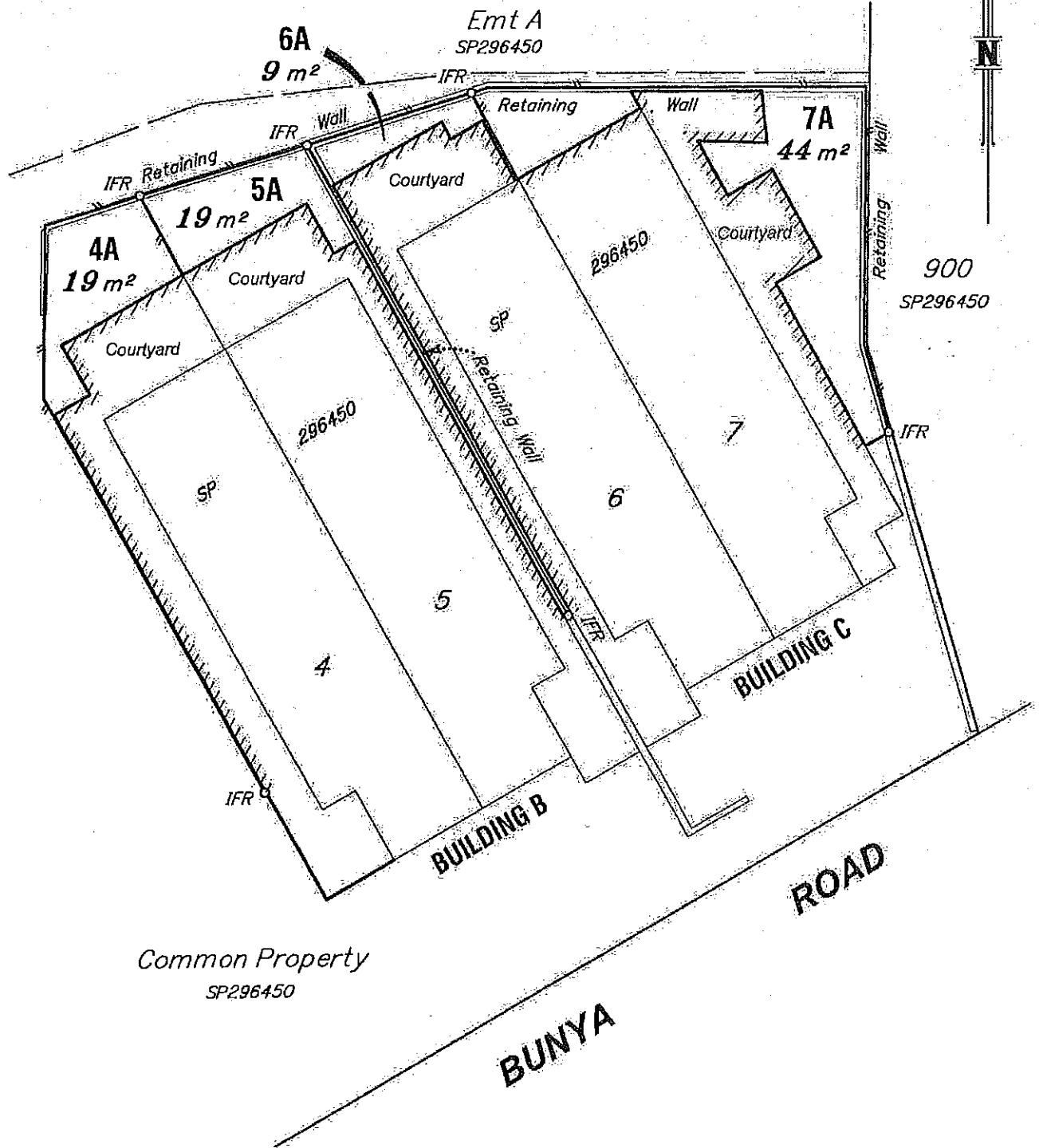
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### Version

Drawing Number  
SB3514-03



Page \_\_\_\_\_ of \_\_\_\_\_

LEVEL A

 Denotes face of building/edge of concrete  
 Denotes line of fence  
 IFR Denotes intersection of fence rails

Scale 1:200 @ A4  
Lengths are in Metres.

0 2 4 6

Sheet No:  
9 9

Drawing Number: SB3514-03 Version: N

**ANNEXURE "B"**

## LEGEND

- G — U/G Electricity Line
- NBN — NBN Line
- S — Sewer Line
- RW — Roofwater Line
- W — Water Main
- SW — Stormwater Line
- SM — Stormwater Manhole
- — Switch Board
- Tele Pit
- + — Community Light
- — Bunker Light
- ST — Stormwater Gully Trap
- W — Water Meter
- FH — Fire Hydrant



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Fax: (07) 3908 1112  
Email: admin@ardevelopments.com.au

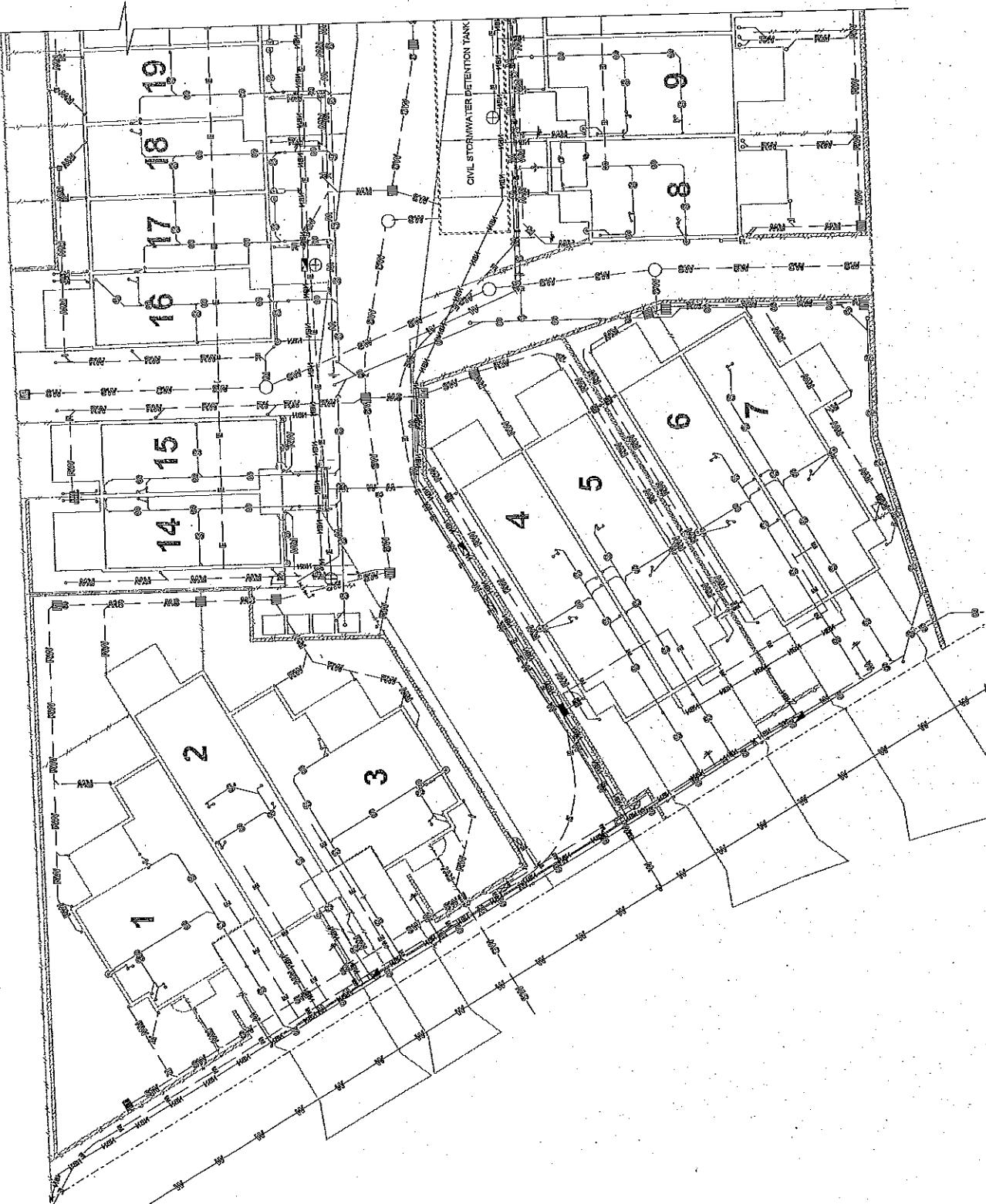
Project Name

BUNYA HEIGHTS CTS  
114 Bunya Road, Everton HillsSERVICE LOCATION  
DIAGRAM

Drawing Title:

Scale 1:250 @ A3 - Lengths are in Metres

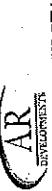
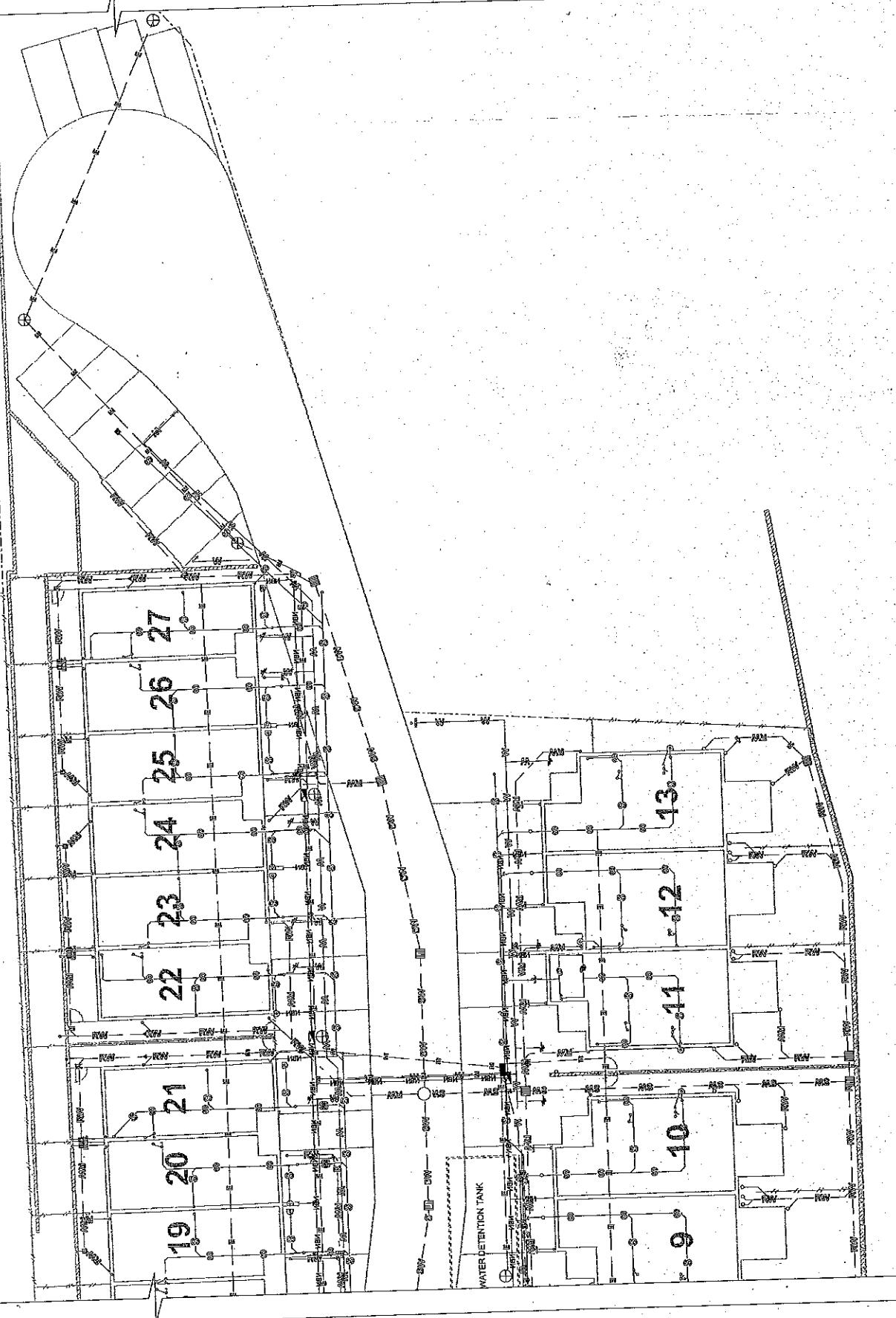
C	Date: 27/06/16
Scale: 1:250 on A3	Drawn By: QN
Status: FINAL	Checked By: BT
Plot Date:	02/07/2016
Drawing Number: 15106221	





## LEGEND

- E — U/G Electricity Line
- NBN — NBN Line
- S — Sower Line
- RW — Roofwater Line
- W — Water Main
- SW — Stormwater Line
- SM — Stormwater Manhole
- SB — Switch Board
- TP — Tele Pkt
- CL — Community Light
- BL — Bunker Light
- SGT — Stormwater Gully Trap
- WM — Water Meter
- FH — Fire Hydrant



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Project Name:

BUNYA HEIGHTS CTS  
114 Bunya Road, Everton Hills

Drawing Title:

SERVICE LOCATION  
DIAGRAM

C Date: 27.06.18

Scale: 1:250 on A3 Drawn By: QN

Status: FINAL Checked By: BT

Plot Date: 07/07/2018

Scale 1:250 @ A3 - Lengths are in Metres

