

Seller disclosure statement



Queensland
Government

Property Law Act 2023 section 99

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

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

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

This statement does not include information about:

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

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

Part 1 – Seller and property details

Seller John Ralph Schell and Amy Batticciotto

Property address 46/217 Murphy Road

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

Geebung, QLD, 4034

Lot on plan description L49 SP124330

Community titles scheme
or BUGTA scheme:

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

☒ **Yes**

☐ **No**

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

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

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

Title details

The seller gives or has given the buyer the following—

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

☒ **Yes**

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

☒ **Yes**

Registered encumbrances	<p>Registered encumbrances, if any, are recorded on the title search, and may affect your use of the property. Examples include easements, statutory covenants, leases and mortgages.</p> <p>You should seek legal advice about your rights and obligations before signing the contract.</p>
Unregistered encumbrances (excluding statutory encumbrances)	<p>There are encumbrances not registered on the title that will continue <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No to affect the property after settlement.</p> <p>Note—If the property is part of a community titles scheme or a BUGTA scheme it may be subject to and have the benefit of statutory easements that are NOT required to be disclosed.</p> <p>Unregistered lease (if applicable)</p> <p>If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows:</p> <p>» the start and end day of the term of the lease: <input type="text" value="Insert date range"/></p> <p>» the amount of rent and bond payable: <input type="text" value="Insert amount of rent and bond"/></p> <p>» whether the lease has an option to renew: <input type="text" value="Insert option to renew information"/></p> <p>Other unregistered agreement in writing (if applicable)</p> <p>If the unregistered encumbrance is created by an agreement in writing, and is not an unregistered lease, a copy of the agreement is given, together with relevant plans, if any. <input type="checkbox"/> Yes</p> <p>Unregistered oral agreement (if applicable)</p> <p>If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows:</p> <div style="border: 1px solid black; padding: 5px; min-height: 100px;"> <p>Insert names of parties to the agreement, term of the agreement and any amounts payable by the owner of the property</p> </div>
Statutory encumbrances	<p>There are statutory encumbrances that affect the property. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>If Yes, the details of any statutory encumbrances are as follows:</i></p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div>
Residential tenancy or rooming accommodation agreement	<p>The property has been subject to a residential tenancy agreement or a rooming accommodation agreement under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> during the last 12 months. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, when was the rent for the premises or each of the residents' rooms last increased? (<i>Insert date of the most recent rent increase for the premises or rooms</i>) <input type="text"/></p> <p>Note—Under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> the rent for a residential premises may not be increased earlier than 12 months after the last rent increase for the premises.</p> <p>As the owner of the property, you may need to provide evidence of the day of the last rent increase. You should ask the seller to provide this evidence to you prior to settlement.</p>

Part 3 – Land use, planning and environment

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

Zoning	The zoning of the property is <i>(Insert zoning under the planning scheme, the Economic Development Act 2012; the Integrated Resort Development Act 1987; the Mixed Use Development Act 1993; the State Development and Public Works Organisation Act 1971 or the Sanctuary Cove Resort Act 1985, as applicable)</i> :		
	<div>LDR</div>		
Transport proposals and resumptions	The lot is affected by a notice issued by a Commonwealth, State or local government entity and given to the seller about a transport infrastructure proposal* to: locate transport infrastructure on the property; or alter the dimensions of the property.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	The lot is affected by a notice of intention to resume the property or any part of the property.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	<i>If Yes, a copy of the notice, order, proposal or correspondence must be given by the seller.</i>		

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

Contamination and environmental protection	The property is recorded on the Environmental Management Register or the Contaminated Land Register under the <i>Environmental Protection Act 1994</i> .	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	The following notices are, or have been, given:		
	A notice under section 408(2) of the <i>Environmental Protection Act 1994</i> (for example, land is contaminated, show cause notice, requirement for site investigation, clean up notice or site management plan).	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	A notice under section 369C(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which an environmental enforcement order applies).	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	A notice under section 347(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which a prescribed transitional environmental program applies).	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

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

Heritage	The property is affected by the <i>Queensland Heritage Act 1992</i> or is included in the World Heritage List under the <i>Environment Protection and Biodiversity Conservation Act 1999</i> (Cwlth).	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
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Flooding	Information about whether the property is affected by flooding or another natural hazard or within a natural hazard overlay can be obtained from the relevant local government and you should make your own enquires. Flood information for the property may also be available at the FloodCheck Queensland portal or the Australian Flood Risk Information portal.
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Vegetation, habitats and protected plants	Information about vegetation clearing, koala habitats and other restrictions on development of the land that may apply can be obtained from the relevant State government agency.
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Part 4 – Buildings and structures

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

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

Part 5 – Rates and services

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

Rates

Whichever of the following applies—

The total amount payable* for all rates and charges (without any discount) for the property as stated in the most recent rate notice is:

Amount: Date Range:

OR

The property is currently a rates exempt lot.** ☐

OR

The property is not rates exempt but no separate assessment of rates ☐ is issued by a local government for the property.

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

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

Water

Whichever of the following applies—

The total amount payable as charges for water services for the property as indicated in the most recent water services notice* is:

Amount: Date Range:

OR

There is no separate water services notice issued for the lot; however, an estimate of the total amount payable for water services is:

Amount: Date Range:

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

Part 6 – Community titles schemes and BUGTA schemes

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

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

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

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

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

Signatures – SELLER

Amy Batticciotto

Signature of seller

Amy Batticciotto

Name of seller

24-01-2026

Date

John Schell

Signature of seller

John Schell

Name of seller

24-01-2026

Date

Signatures – BUYER

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

Signature of buyer

Signature of buyer

Name of buyer

Name of buyer

Date

Date

CURRENT TITLE SEARCH
QUEENSLAND TITLES REGISTRY PTY LTD

Request No: 54618551

Search Date: 06/01/2026 10:31

Title Reference: 50294590

Date Created: 07/01/2000

Previous Title: 50204924

REGISTERED OWNER

Dealing No: 721011529 13/08/2021

AMY BATTICCIOTTO
JOHN RALPH SCHELL

JOINT TENANTS

ESTATE AND LAND

Estate in Fee Simple

LOT 49 SURVEY PLAN 124330
Local Government: BRISBANE CITY
COMMUNITY MANAGEMENT STATEMENT 23093

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10219151 (POR 395)
2. MORTGAGE No 721011530 13/08/2021 at 11:45
WESTPAC BANKING CORPORATION A.C.N. 007 457 141

ADMINISTRATIVE ADVICES - NIL
UNREGISTERED DEALINGS - NIL

Caution - Charges do not necessarily appear in order of priority

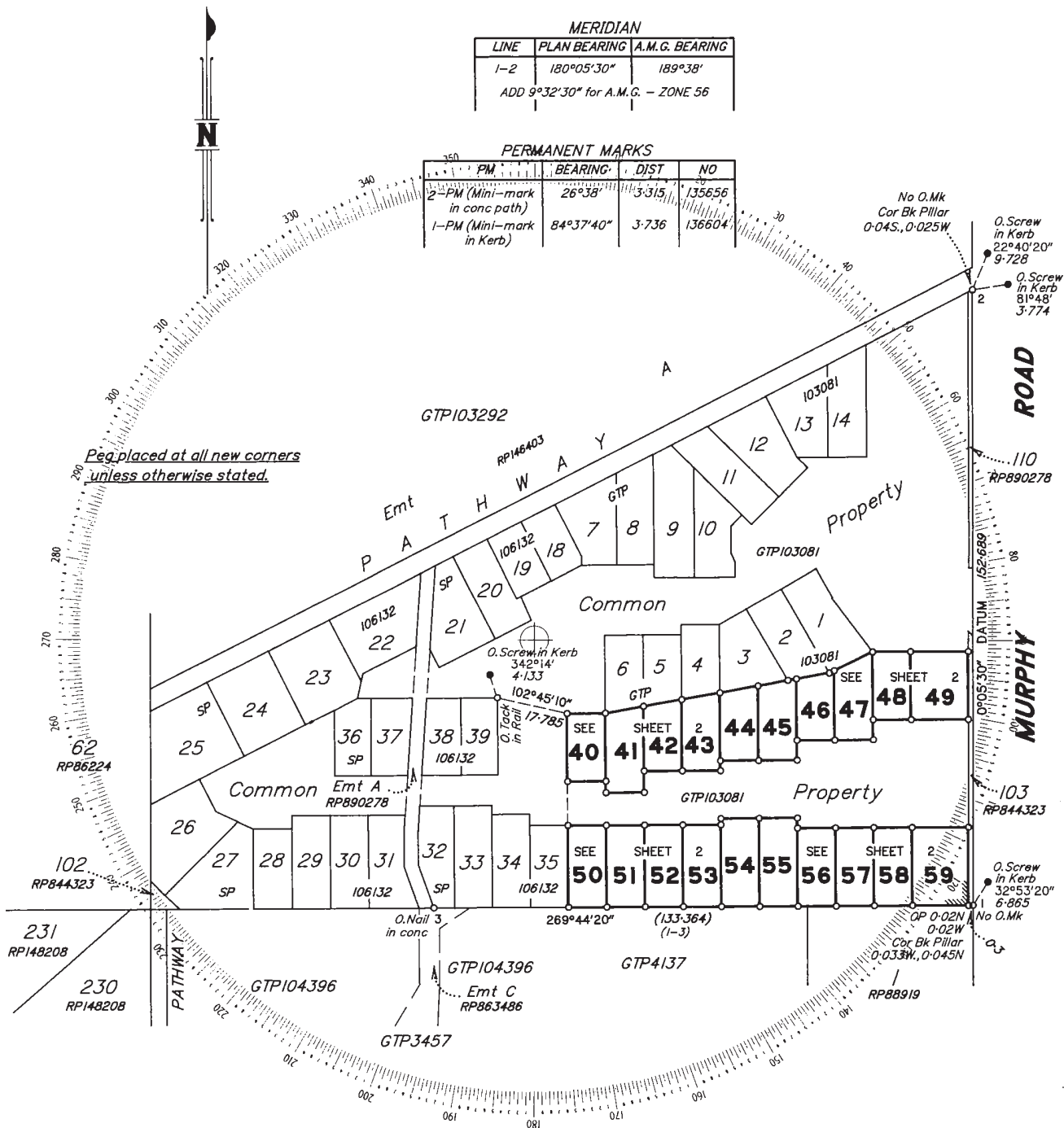
** End of Current Title Search **

COPYRIGHT QUEENSLAND TITLES REGISTRY PTY LTD [2026]
Requested By: D-ENQ EQUIFAX

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

SURVEY PLAN

Sheet 1 of 2



I, Errol Joseph DELLER hereby certify that I have surveyed the land comprised in this plan by Geoffrey Paul Adcock Licensed Surveyor, for whose work I accept responsibility, that the plan is accurate, that the said survey was performed in accordance with the Surveyors Act 1977 and the Surveyors Regulation 1992 and that the said survey was completed on 2nd December 1999.

Date: 3/12/99

Licensed Surveyor

Plan of LOTS 40-59

Cancelling Lot 17 on GTP106684

PARISH: KEDRON

COUNTY: Stanley

Meridian: SPI06132

F/N's NO

Scale: 1:1000

Format: STANDARD



SP124330

Plan Status:


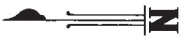
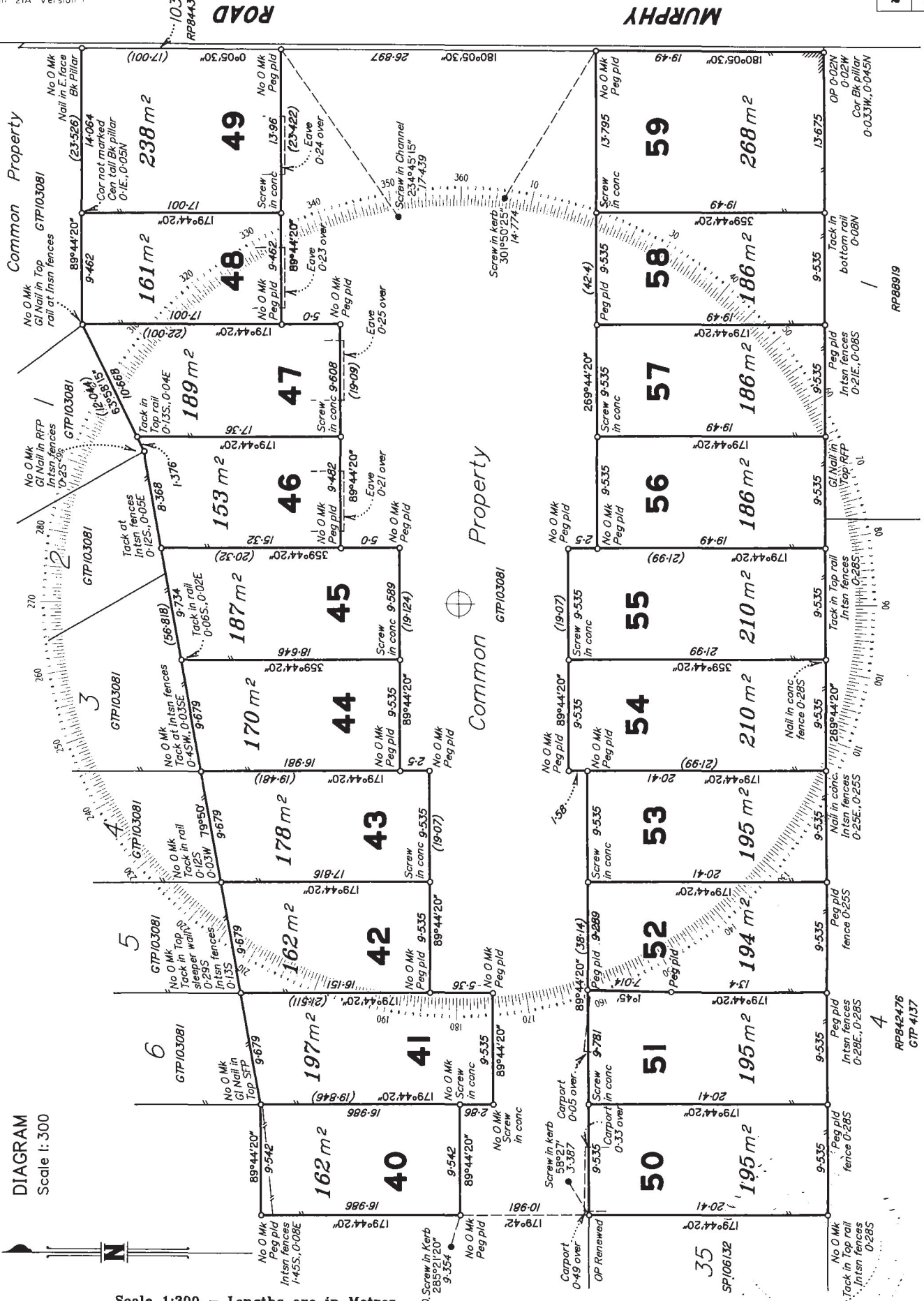
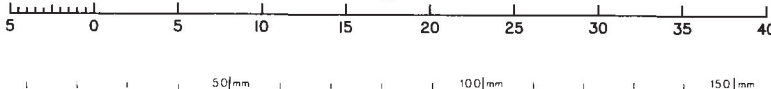
<p>703799074</p> <p>\$1295.00</p> <p>07/01/2000 09:15</p> <p>BE 400 NT</p>		<p>WARNING : Folded or Mutilated Plans will not be accepted.</p> <p>Plans may be rolled.</p> <p>Information may not be placed in the outer margins.</p>																			
<p>1 Certificate of Registered Owners or Lessees.</p> <p>I/We JEZER DEVELOPMENTS PTY LTD A.C.N. 067 192 956</p> <p>(Names in full)</p> <p>*as Registered Owners of this land agree to this plan and dedicate the Public Use Land as shown hereon in accordance with Section 50 of the Land Title Act 1994.</p> <p>*as Lessees of this land agree to this plan.</p> <p>Signature of *Registered Owners *Lessees</p> <div style="display: flex; justify-content: space-around; align-items: center;">  <div style="text-align: center;"> <p><i>Michael O'Neil</i> Michael O'Neil DIRECTOR</p> <p><i>Doris Ting</i> Doris Ting DIRECTOR</p> </div> </div> <p><small>* Rule out whichever is inapplicable</small></p>		<p>5 Lodged by PETER ANDERSON</p> <p>(Include address, phone number, reference, and Lodger Code)</p>																			
<p>2. Local Government Approval.</p> <p>* BRISBANE CITY COUNCIL</p> <p>hereby approves this plan in accordance with the :</p> <p>% INTEGRATED PLANNING ACT 1997</p> <p>Dated this <u>23rd</u> day of <u>December, 1999</u></p> <p><i>Leslie Howard Acworth</i> LESLIE HOWARD ACWORTH Appointed Officer</p> <p><small>* Insert the name of the Local Government. % Insert Integrated Planning Act 1997 or Local Government (Planning & Environment) Act 1990</small></p>		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="3">6 Existing</th> <th colspan="3">Created</th> </tr> <tr> <th>Title Reference</th> <th>Lot</th> <th>Plan</th> <th>Lots</th> <th>Emiss</th> <th>Road</th> </tr> <tr> <td>50204924</td> <td>17</td> <td>GTP106684</td> <td>40-59</td> <td></td> <td></td> </tr> </table> <p>7. Portion Allocation :</p> <p>8. Map Reference : CC25 9543-34323</p> <p>9. Locality : GEEBUNG</p> <p>10. Local Government : BRISBANE C. C.</p> <p>11. Passed & Endorsed :</p> <p>By : E.J. DELLER Date : 24/12/99 Signed : <i>[Signature]</i> Designation : Licensed Surveyor</p>		6 Existing			Created			Title Reference	Lot	Plan	Lots	Emiss	Road	50204924	17	GTP106684	40-59		
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Title Reference	Lot	Plan	Lots	Emiss	Road																
50204924	17	GTP106684	40-59																		
<p>3 Plans with Community Management Statement :</p> <p>CMS Number : 23093</p> <p>Name : ASPLEY OUTLOOK</p>		<p>4 References :</p> <p>Dept File : 98/5172</p> <p>Local Govt : 98/5172</p> <p>Surveyor : 98/5172</p>																			
<p>12 Building Format Plans only.</p> <p>I certify that :</p> <p>* As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or road;</p> <p>* Part of the building shown on this plan encroaches onto adjoining * lots and road</p> <p>Licensed Surveyor/Director * Date</p> <p><small>* delete words not required</small></p>		<p>13 Lodgement Fees :</p> <table style="width: 100%;"> <tr> <td>Survey Deposit</td> <td style="text-align: right;">\$ 400.00</td> </tr> <tr> <td>Lodgement</td> <td style="text-align: right;">\$ 87.00</td> </tr> <tr> <td>20 New Titles</td> <td style="text-align: right;">\$ 800.00</td> </tr> <tr> <td>Photocopy</td> <td style="text-align: right;">\$ 8.00</td> </tr> <tr> <td>Postage</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>TOTAL</td> <td style="text-align: right;">\$ 1295.00</td> </tr> </table>		Survey Deposit	\$ 400.00	Lodgement	\$ 87.00	20 New Titles	\$ 800.00	Photocopy	\$ 8.00	Postage	\$	TOTAL	\$ 1295.00						
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TOTAL	\$ 1295.00																				
<p>14 Insert Plan Number</p> <p>SP124330</p>		<p>14 Insert Plan Number</p> <p>SP124330</p>																			

DIAGRAM
Scale 1: 300



Scale 1:300 - Lengths are in Metres.



Insert
Plan
Number
SP124330

State Copyright reserved.

BCCM**Form 33**

Department of Justice

Body corporate certificate*Body Corporate and Community Management Act 1997, section 205(4)**This form is effective from 1 August 2025*

For the sale of a lot included in a community titles scheme under the Body Corporate and Community Management Act 1997 (other than a lot to which the Body Corporate and Community Management (Specified Two-lot Schemes Module) Regulation 2011 applies).

WARNING - Do not sign a contract to buy a property in a community titles scheme until you have read and understood the information in this certificate. Obtain independent legal advice if needed.

You may rely on this certificate against the body corporate as conclusive evidence of matters stated in the certificate, except any parts where the certificate contains an error that is reasonably apparent.

This certificate contains important information about the lot and community titles scheme named in the certificate, including:

- becoming an owner and contacting the body corporate
- details of the property and community titles scheme
- by-laws and exclusive use areas
- lot entitlements and financial information
- owner contributions and amounts owing
- common property and assets
- insurance
- contracts and authorisations

This certificate does not include information about:

- physical defects in the common property or buildings in the scheme;
- body corporate expenses and liabilities for which the body corporate has not fixed contributions;
- current, past or planned body corporate disputes or court actions;
- orders made against the body corporate by an adjudicator, a tribunal or a court;
- matters raised at recent committee meetings or body corporate meetings; or
- the lawful use of lots, including whether a lot can be used for short-term letting.

Search applicable planning laws, instruments and documents to find out what your lot can be used for. If you are considering short-term letting your lot, contact your solicitor, the relevant local government or other planning authority to find out about any approvals you will need or if there are any restrictions on short-term letting. It is possible that lots in the community titles scheme are being used now or could in future be used lawfully or unlawfully for short-term or transient accommodation.

The community management statement

Each community titles scheme has a community management statement (CMS) recorded with Titles Queensland, which contains important information about the rights and obligations of the owners of lots in the scheme. The seller must provide you with a copy of the CMS for the scheme before you sign a contract.

The Office of the Commissioner for Body Corporate and Community Management

The Office of the Commissioner for Body Corporate and Community Management provides an information and education service and a dispute resolution service for those who live, invest or work in community titles schemes. Visit www.qld.gov.au/bodycorporate.

You can ask for a search of adjudicators orders to find out if there are any past or current dispute applications lodged for the community titles scheme for the lot you are considering buying www.qld.gov.au/searchofadjudicatorsorders.

The information in this certificate is issued on 13/01/2026

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

ASPLEY OUTLOOK

CTS No. **23093**

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: **Sam Gleeson**

Company: **United Strata Management**

Phone: **1300275876**

Email: **mail@usmg.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: **49**

Plan type and number: **23093**

Plan of subdivision: **STANDARD FORMAT PLAN**

The plan of subdivision applying to a lot determines maintenance and insurance responsibilities.

Regulation module

There are 5 regulation modules for community titles schemes in Queensland. The regulation module that applies to the scheme determines matters such as the length of service contracts and how decisions are made.

More information is available from www.qld.gov.au/buyingbodycorporate.

The regulation module that applies to this scheme is the:

Accommodation

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

Layered arrangements of community titles schemes

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

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

No

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

Building management statement

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

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

No

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

By-laws and exclusive use areas

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

What by-laws apply?

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

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

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

General by-laws

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

Exclusive use areas

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

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

No

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

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

Lot entitlements and financial information

Lot entitlementments

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

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

Contribution schedule

Contribution schedule lot entitlementment for the lot: **7**

Total contribution schedule lot entitlementments for all lots: **398**

Interest schedule

Interest schedule lot entitlementment for the lot: **7**

Total interest schedule lot entitlementments for all lots: **398**

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 **49** for the current financial year: \$ **3,620.54**

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

Discount for on-time payments (if applicable): **20** %

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

Period	Due date	Amount due	Amount due if discount applied	Paid
01/11/24 to 31/01/25	01/11/24	938.77	751.02	08/05/25
01/02/25 to 30/04/25	01/02/25	938.77	751.02	08/05/25
01/05/25 to 31/07/25	01/06/25	871.50	697.20	01/09/25
01/08/25 to 31/10/25	01/08/25	871.50	697.20	01/09/25
01/11/25****31/01/26	01/11/25	905.10	724.08	04/11/25
01/02/26****30/04/26	01/02/26	905.10	724.08	
			Amount overdue	Nil
			Amount Unpaid including amounts billed not yet due	\$905.10

Sinking fund contributions

Total amount of contributions (before any discount) for lot **49** for the current financial year: \$ **446.18**

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

Discount for on-time payments (if applicable): **20** %

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

Period	Due date	Amount due	Amount due if discount applied	Paid
01/11/24 to 31/01/25	01/11/24	97.51	78.01	08/05/25
01/02/25 to 30/04/25	01/02/25	97.51	78.01	08/05/25
01/05/25 to 31/07/25	01/06/25	125.58	100.46	01/09/25
01/08/25 to 31/10/25	01/08/25	125.58	100.46	01/09/25
01/11/25****31/01/26	01/11/25	111.58	89.26	04/11/25
01/02/26****30/04/26	01/02/26	111.58	89.26	
			Amount overdue	Nil
			Amount Unpaid including amounts billed not yet due	\$111.58

Special contributions - Administrative Fund (IF ANY)

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

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

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

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

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

Period	Due date	Amount due	Amount due if discount applied	Paid
				Amount overdue Nil
				Amount Unpaid including amounts billed not yet due Nil

Special contributions - Sinking Fund (IF ANY)

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

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

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

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

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

Due date	Amount due	Amount due if discount applied	Paid
			Amount overdue Nil
			Amount Unpaid including amounts billed not yet due Nil

Other contributions

	Period	Due date	Amount due	Amount due if discount applied	Paid
Fence Fund	01/11/24 to 31/01/25	01/11/24	128.65	102.92	08/05/25
Fence Fund	01/02/25 to 30/04/25	01/02/25	128.65	102.92	08/05/25
Fence Fund	01/05/25 to 31/07/25	01/06/25	128.65	102.92	01/09/25
Fence Fund	01/08/25 to 31/10/25	01/08/25	128.65	102.92	01/09/25
Fence Fund	01/11/25 to 31/01/26	01/11/25	128.65	102.92	04/11/25
Fence Fund	01/02/26 to 30/04/26	01/02/26	128.65	102.92	

Other amounts payable by the lot owner

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

No other amounts payable for the lot.

Summary of amounts due but not paid by the current owner

At the date of this certificate

Annual contributions	Nil
Special contributions	Nil
Other contributions	Nil
Other payments	Nil
Penalties	Nil
Total amount overdue (Total Amount Unpaid including not yet due \$1,145.33)	Nil

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

Common property and assets

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

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

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

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

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

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

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

Current sinking fund balance (as at date of certificate): \$ 294,083.25

Improvements to common property the lot owner is responsible for

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

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

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

Body corporate assets

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

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

Insurance

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

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

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

Body corporate insurance policies

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

TYPE/COMPANY	POLICY NO.	SUM INSURED	PREMIUM	DUE DATE	EXCESS
BUILDING AXIS UNDERWRITING	P-025347	26,950,000.00	0.00	13/09/26	
LOSS OF RENT AXIS UNDERWRITING	P-025347	4,042,500.00		13/09/26	
PUBLIC LIABILITY AXIS UNDERWRITING	P-025347	30,000,000.00		13/09/26	
FIDELITY GUARANTEE AXIS UNDERWRITING	P-025347	100,000.00		13/09/26	
OFFICE BEARERS AXIS UNDERWRITING	P-025347	5,000,000.00		13/09/26	
VOLUNTARY WORKERS AXIS UNDERWRITING	P-025347	\$200,000/2,000		13/09/26	
GOVT AUDIT COSTS AXIS UNDERWRITING	P-025347	\$100,000/\$25,000		13/09/26	
LEGAL EXPENSES AXIS UNDERWRITING	P-025347	50,000.00		13/09/26	

Alternative insurance

Where the body corporate is unable to obtain the required building insurance, an adjudicator may order that the body corporate take out alternative insurance. Information about alternative insurance is available from www.qld.gov.au/buyingbodycorporate.

Does the body corporate currently hold alternative insurance approved under an alternative insurance order?

No

Lot owner and occupier insurance

The occupier is responsible for insuring the contents of the lot and any public liability risks which might occur within the lot.

The owner is responsible for insuring buildings that do not share a common wall if the scheme is registered under a standard format plan of subdivision, unless the body corporate has set up a voluntary insurance scheme and the owner has opted-in.

More information about insurance in community titles schemes is available from your solicitor or www.qld.gov.au/buyingbodycorporate

Contracts and authorisations

Caretaking service contractors and letting agents – Accommodation Module, Commercial Module and Standard Module

A body corporate may engage service contractors to provide services to the body corporate to assist in the management of the scheme.

If the Standard Module, Accommodation Module, or Commercial Module apply to a community titles scheme, the body corporate may also authorise a person to conduct a letting agent business for the scheme, that is, to act as the agent of owners of lots in the scheme who choose to use the person's services for the letting of their lot.

A service contractor who is also authorised to be a letting agent for the scheme is called a caretaking service contractor. Together, an agreement to engage a person as a caretaking service contractor and authorise a person as a letting agent is typically referred to as 'management rights'.

The maximum term of a service contract or authorisation entered into by a body corporate is:

- 10 years if the Standard Module applies to the scheme; and
- 25 years if the Accommodation Module or Commercial Module applies to the scheme.

You may inspect the body corporate records to find information about any engagements or authorisations entered into by the body corporate, including the term of an engagement or authorisation and, for an engagement, duties required to be performed and remuneration payable by the body corporate.

Has the body corporate engaged a caretaking services contractor for the scheme?

Yes - Name of caretaking service contractor engaged: D & E Property Management Pty Ltd

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

Yes - Name of authorised letting agent: D & E 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.

Body corporate authority

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

Name/s United Strata Management

Positions/s held Body Corporate Manager

Date 13/01/2026

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

ASPLEY OUTLOOK CTS 23093

217 Murphy Road Geebung Qld 4034

BALANCE SHEET

AS AT 13 JANUARY 2026

	ACTUAL 13/01/2026	ACTUAL 31/10/2025
<u>OWNERS FUNDS</u>		
Administrative Fund	(24,848.46)	605.50
Sinking Fund	294,083.25	291,244.91
<u>TOTAL</u>	<u>\$ 269,234.79</u>	<u>\$ 291,850.41</u>
<u>THESE FUNDS ARE REPRESENTED BY</u>		
<u>CURRENT ASSETS</u>		
Bank Balance Admin Fund	134,537.95	143,825.47
Investment Account 1	131,796.14	130,000.00
Bank Balance Sinking Fund	14,349.14	19,213.20
Levies In Arrears	2,395.57	2,161.92
Other Arrears	389.30	389.30
Prepaid Expenses	0.00	38,655.54
<u>TOTAL ASSETS</u>	<u>283,468.10</u>	<u>334,245.43</u>
<u>LIABILITIES</u>		
Gst Clearing Account	455.86	(895.02)
Creditors	857.26	857.26
Accruals	0.00	733.86
Next Year Discounts	0.00	(10,013.66)
Levies In Advance	11,393.30	45,831.48
Other Payments In Advance	1,526.89	5,881.10
<u>TOTAL LIABILITIES</u>	<u>14,233.31</u>	<u>42,395.02</u>
<u>NET ASSETS</u>	<u>\$ 269,234.79</u>	<u>\$ 291,850.41</u>

ASPLEY OUTLOOK CTS 23093

217 Murphy Road Geebung Qld 4034

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 NOVEMBER 2025 TO 13 JANUARY 2026

	ACTUAL 01/11/25-13/01/26	BUDGET 01/11/25-31/10/26	VARIANCE %	ACTUAL 01/11/24-31/10/25
<u>ADMINISTRATIVE FUND</u>				
<u>INCOME</u>				
Levies - Administrative Fund	46,783.09	202,390.00	23.12	187,136.44
Discount - Admin Fund	(9,850.25)	(40,478.00)	24.33	(34,149.57)
Other Levies	0.00	0.00	0.00	90.90
Interest On Investments	0.00	0.00	0.00	315.62
TOTAL ADMIN. FUND INCOME	36,932.84	161,912.00		153,393.39
<u>EXPENDITURE - ADMIN. FUND</u>				
Accounting	625.00	1,700.00	36.76	2,101.36
Building Repairs	3,070.00	5,000.00	61.40	136.36
Caretaker	14,299.70	87,500.00	16.34	85,418.94
Consultancy	0.00	2,000.00	0.00	1,889.23
Electrical Repairs	0.00	0.00	0.00	200.00
Fence & Gate Maintenance	0.00	0.00	0.00	945.00
Fire Prtcn-Repairs & Servicing	0.00	1,000.00	0.00	0.00
Garden & Grounds	2,665.00	3,200.00	83.28	0.00
Insurance - Excess	0.00	0.00	0.00	1,818.18
Insurance - Premium	35,669.19	37,370.00	95.45	38,820.67
Insurance - Premium Stamp Duty	3,177.26	3,350.00	94.84	306.53
Legal & Debt Collection Fee	0.00	0.00	0.00	1,760.00
Management Fees	1,325.32	8,072.00	16.42	9,534.49
Management Fees - Additional	702.00	3,000.00	23.40	3,220.47
Management Fees - Disbursement	1,236.87	4,200.00	29.45	4,472.12
Pool, Spas & Saunas	204.55	1,000.00	20.46	979.72
Sundry Expense	0.00	0.00	0.00	251.58
Telephone & Internet Charges	100.00	620.00	16.13	422.75
Transaction Fees	45.77	200.00	22.88	173.74
Utilities - Electricity	(733.86)	3,700.00	(19.83)	3,171.33
TOTAL ADMIN. EXPENDITURE	62,386.80	161,912.00		155,622.47
<u>SURPLUS / DEFICIT</u>	<u>\$ (25,453.96)</u>	<u>\$ 0.00</u>		<u>\$ (2,229.08)</u>
Opening Admin. Balance	605.50	605.50	100.00	2,834.58
<u>ADMINISTRATIVE FUND BALANCE</u>	<u>\$ (24,848.46)</u>	<u>\$ 605.50</u>		<u>\$ 605.50</u>

ASPLEY OUTLOOK CTS 23093

217 Murphy Road Geebung Qld 4034

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 NOVEMBER 2025 TO 13 JANUARY 2026

	ACTUAL 01/11/25-13/01/26	BUDGET 01/11/25-31/10/26	VARIANCE %	ACTUAL 01/11/24-31/10/25
<u>SINKING FUND</u>				
<u>INCOME</u>				
Levies - Sinking Fund	5,767.38	24,648.00	23.40	36,363.92
Discount - Sinking Fund	(1,173.91)	(6,162.00)	19.05	(6,808.41)
Fence Fund Levy	6,649.65	29,257.77	22.73	13,299.30
Fence Fund Discount	(1,476.92)	(5,851.55)	25.24	(2,379.07)
Interest On Investments	1,796.14	0.00		4,032.93
<u>TOTAL SINKING FUND INCOME</u>	11,562.34	41,892.22		44,508.67
<u>EXPENDITURE - SINKING FUND</u>				
Fire Control	0.00	0.00	0.00	3,203.27
Fence & Gate Maintenance	0.00	0.00	0.00	3,045.00
Gardens / Trees / Landscaping	8,724.00	0.00		3,040.91
General Replacements	0.00	79,883.00	0.00	590.91
Income Tax Instalments	0.00	0.00	0.00	1,213.50
Intercom & Security System	0.00	0.00	0.00	3,110.00
<u>TOTAL SINK. FUND EXPENDITURE</u>	8,724.00	79,883.00		14,203.59
<u>SURPLUS / DEFICIT</u>	\$ 2,838.34	\$ (37,990.78)		\$ 30,305.08
Opening Sinking Fund Balance	291,244.91	291,244.91	100.00	260,939.83
<u>SINKING FUND BALANCE</u>	\$ 294,083.25	\$ 253,254.13		\$ 291,244.91

CERTIFICATE OF CURRENCY

This policy described below is current until 4:00pm on the Expiry Date shown unless cancelled.

Policy Number: P-025347

Policy Class: Axis Residential Strata Insurance Policy

Insured: CTS 23093 - Aspley Outlook

Interested Party:

Interest Insured:

Location: 217 Murphy Road

GEEBUNG

State: QLD

Postcode: 4034

Inception Date: 4:00pm on 13th September 2025

Expiry Date: 4:00pm on 13th September 2026

Sums Insured:	1. Buildings	\$	26,950,000
	Common Contents	\$	269,500
	Loss of Rent	\$	4,042,500
	Option Cover: Floating Floors		Insured
	Option Cover: Loss of Lot/Unit Market Value		Not Insured
	Option Cover: Catastrophe Cover	0 %	Not Insured
	Option Cover: Flood		Not Available
	2. Public or Legal Liability	\$	30,000,000
	3. Personal Accident	\$	200,000/2000
	4. Fidelity Guarantee	\$	100,000
	5. Machinery Breakdown	\$	
	6. Office Bearers Legal Liability	\$	5,000,000
	7. Government Audit Costs & Legal Expenses		
	Appeal Expenses	\$	100,000
	Audit Fees	\$	25,000
	Legal Defence Expenses	\$	50,000

Conditions: As Per Quotation, Policy Wording and Endorsements

Underwriters: XL INSURANCE COMPANY SE (Australia Branch)

Date: 16 September 2025



Axis Underwriting Services Pty Ltd
as Agents of the Insurers

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Search Date: 13/01/2026 11:17

Request No: 54685723

SCHEME NAME

ASPLEY OUTLOOK COMMUNITY TITLES SCHEME 23093

BODY CORPORATE ADDRESS

BODY CORPORATE SERVICES PTY LTD
PO BOX 466
TOOWONG QLD
4066

COMMUNITY MANAGEMENT STATEMENT No: 23093

Title	Lot	Plan	Title	Lot	Plan
50089614	CP	GTP 103081	50089615	1	GTP 103081
50089616	2	GTP 103081	50089617	3	GTP 103081
50089618	4	GTP 103081	50089619	5	GTP 103081
50089620	6	GTP 103081	50089621	7	GTP 103081
50089622	8	GTP 103081	50089623	9	GTP 103081
50089624	10	GTP 103081	50089625	11	GTP 103081
50089626	12	GTP 103081	50089627	13	GTP 103081
50089628	14	GTP 103081	50223482	18	SP 106132
50223483	19	SP 106132	50223484	20	SP 106132
50223485	21	SP 106132	50223486	22	SP 106132
50223487	23	SP 106132	50223488	24	SP 106132
50223489	25	SP 106132	50223490	26	SP 106132
50223491	27	SP 106132	50223492	28	SP 106132
50223493	29	SP 106132	50223494	30	SP 106132
50223495	31	SP 106132	50223496	32	SP 106132
50223497	33	SP 106132	50223498	34	SP 106132
50223499	35	SP 106132	50223500	36	SP 106132
50223501	37	SP 106132	50223502	38	SP 106132
50223503	39	SP 106132	50294581	40	SP 124330
50294582	41	SP 124330	50294583	42	SP 124330
50294584	43	SP 124330	50294585	44	SP 124330
50294586	45	SP 124330	50294587	46	SP 124330
50294588	47	SP 124330	50294589	48	SP 124330
50294590	49	SP 124330	50294591	50	SP 124330
50294592	51	SP 124330	50294593	52	SP 124330
50294594	53	SP 124330	50294595	54	SP 124330
50294596	55	SP 124330	50294597	56	SP 124330
50294598	57	SP 124330	50294599	58	SP 124330
50294600	59	SP 124330			

COMMUNITY MANAGEMENT STATEMENT Dealing No: 720072817

** End of Community Titles Scheme Search **

QUEENSLAND TITLES REGISTRY

GENERAL REQUEST

FORM 14 Version 4
Page 1 of 1

720072817

\$93.00

26/05/2020 15:27

BE 470

Duty Imprint

Client No: 1052167

Duties Act 2001

Transaction No: _____

Duty Paid \$ _____

Exempt ☐

UTI \$ _____

Signed _____

Date ____/____/____

- | | | |
|---|--|----------------------------|
| 1. Nature of request
Request to record new community management statement for Aspley Outlook Community Titles Scheme 23093 | Lodger (Name, address, email & phone number)
MAHONEYS
GPO Box 3311
Brisbane Qld 4001
E-mail: info@mahoneys.com.au
Tel: 07 3007 3777 Ref: 22055 | Lodger Code
101A |
| 2. Lot on Plan Description
Common Property of Aspley Outlook Community Titles Scheme 23093 | Title Reference
50089614 | |
| 3. Registered Proprietor/State Lessee
Body Corporate for Aspley Outlook Community Titles Scheme 23093 | | |
| 4. Interest
Not applicable | | |
| 5. Applicant
Body Corporate for Aspley Outlook Community Titles Scheme 23093 | | |
| 6. Request
I hereby request that the new CMS deposited herewith which amends Schedule C of the existing CMS be recorded as the CMS for Aspley Outlook Community Titles Scheme 23093 | | |
| 7. Execution by applicant | | |

26/05/2020
Execution Date

 William Benjamin Kenny
 Applicant 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
CASE OF
WITHIN
CONSEI

23093

IN THE
DGED
ITE OF

This statement incorporates and must include
the following:

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

- | | |
|--|---|
| 1. Name of community titles scheme | 2. Regulation module |
| Aspley Outlook Community Titles Scheme 23093 | Accommodation |
| 3. Name of body corporate | |
| Body Corporate for Aspley Outlook Community Titles Scheme 23093 | |
| 4. Scheme land | |
| Lot on Plan Description | Title Reference |
| Common Property for Aspley Outlook Community Titles Scheme 23093 | 50089614 |
| Lot 1 - 14 (inclusive) on GTP 103081 | 50089615 - 50089628 (inclusive) |
| Lot 18 - 39 (inclusive) on SP 106132 | 50223482 - 50223503 (inclusive) |
| Lot 40 - 59 (inclusive) on SP 124330 | 50294581 - 50294600 (inclusive) |
| 5. *Name and address of original owner | 6. Reference to plan lodged with this statement |
| Not applicable | N/A |

first community management statement only

7. Local Government community management statement notation

..... signed

Not applicable pursuant to s.60(6) of the Body Corporate and Community Management Act 1997

..... name and designation

..... name of Local Government

8. Execution by original owner/Consent of body corporate



Execution Date

21/5/2020

[Signature]
SECRETARY
[Signature]
CHAIRPERSON

*Execution

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

Privacy Statement

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

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SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 1 in GTP 103081	7	7
Lot 2 in GTP 103081	7	7
Lot 3 in GTP 103081	7	7
Lot 4 in GTP 103081	7	7
Lot 5 in GTP 103081	7	7
Lot 6 in GTP 103081	7	7
Lot 7 in GTP 103081	7	7
Lot 8 in GTP 103081	7	7
Lot 9 in GTP 103081	7	7
Lot 10 in GTP 103081	7	7
Lot 11 in GTP 103081	7	7
Lot 12 in GTP 103081	7	7
Lot 13 in GTP 103081	7	7
Lot 14 in GTP 103081	7	7
Lot 18 on SP 106132	7	7
Lot 19 on SP 106132	7	7
Lot 20 on SP 106132	7	7
Lot 21 on SP 106132	7	7
Lot 22 on SP 106132	8	8
Lot 23 on SP 106132	8	8
Lot 24 on SP 106132	8	8
Lot 25 on SP 106132	8	8
Lot 26 on SP 106132	8	8
Lot 27 on SP 106132	8	8
Lot 28 on SP 106132	7	7
Lot 29 on SP 106132	7	7
Lot 30 on SP 106132	7	7
Lot 31 on SP 106132	7	7
Lot 32 on SP 106132	7	7
Lot 33 on SP 106132	7	7
Lot 34 on SP 106132	7	7
Lot 35 on SP 106132	7	7
Lot 36 on SP 106132	7	7
Lot 37 on SP 106132	7	7
Lot 38 on SP 106132	7	7
Lot 39 on SP 106132	7	7

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Lot 40 on SP 124330	7	7
Lot 41 on SP124330	7	7
Lot 42 on SP 124330	7	7
Lot 43 on SP 124330	7	7
Lot 44 on SP 124330	7	7
Lot 45 on SP 124330	7	7
Lot 46 on SP 124330	7	7
Lot 47 on SP 124330	7	7
Lot 48 on SP 124330	7	7
Lot 49 on SP 124330	7	7
Lot 50 on SP 124330	7	7
Lot 51 on SP 124330	7	7
Lot 52 on SP 124330	7	7
Lot 53 on SP 124330	7	7
Lot 54 on SP 124330	7	7
Lot 55 on SP 124330	7	7
Lot 56 on SP 124330	7	7
Lot 57 on SP 124330	7	7
Lot 58 on SP 124330	7	7
Lot 59 on SP 124330	7	7
TOTALS	398	398

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

Not applicable

SCHEDULE C BY-LAWS

1. DEFINITIONS

In these by-laws the following definitions apply:

- (a) **Approved Pet:** a Pet granted approval under by-law 17;
- (b) **Authority:** any body, government or otherwise, or person having or exercising control over the use or operation of the Scheme;
- (c) **Council:** Brisbane City Council;
- (d) **Pet Information:**
 - (i) name;

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- (ii) age;
 - (iii) breed;
 - (iv) lot number;
 - (v) documentary confirmation that the pet:
 - A is appropriately registered or licensed;
 - B has been micro-chipped (including the micro-chip number);
 - C has been vaccinated;
 - D has been treated for fleas, ticks and worms; and
 - E is insured if property is damaged, or someone is injured, falls ill or is killed, as a result of an incident involving the animal and that the Body Corporate is listed as a named insured on the relevant policy;
 - (vi) a colour photograph of the animal; and
 - (vii) the name of the occupier who is the primary owner and point of contact for the Approved Pet along with a mobile telephone number for the Occupier and an alternative point of contact.
- (e) **Pets:**
- (i) includes dogs, cats, birds and other animals normally kept as pets;
 - (ii) does not include exotic animals or other animals which are inappropriate for a residential development such as the Scheme including, for example, farm animals, snakes or wildlife.

2. SECURITY OF COMPLEX.

- (a) A proprietor or occupier, shall not under any circumstances, disclose to any person other than the proprietor's / occupier's resident family, the security code advised from time to time to the proprietor/s or occupier/s by the Body Corporate and/or the On-site Manager, for the security gate/s erected at the entrance of the Complex.
- (b) A proprietor or occupier shall not under any circumstances allow any security key/s to be provided to any person/s that are not the proprietor/s / occupier/s family.
- (c) All residents of the Complex will observe the lock-up times as advised from time to time by the Body Corporate or On-site Manager, for the front pedestrian gate. Any resident shall, if using during lock-up periods, duly re-lock the gate so as to provide afterhours security for all residents.

3. NOISE

- (a) A proprietor or occupier of a lot, their guests, servants or agents shall not make or permit any noise likely to interfere in any way with the peaceful enjoyment of other proprietors or occupiers of lots or of any person lawfully using the Common Property. In particular, no proprietor or occupier of a lot shall hold or permit to be held any social gathering in his lot which would cause any noise which unlawfully interferes with the peace and quietness of any other proprietor or occupier of a lot, at any time of day or night and in particular shall comply in all respects with the Noise Abatement Act 1979, as amended.

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- (b) In the event of any unavoidable noise in a lot at any time, the proprietor or occupier thereof shall take all practical means to minimise annoyance to other proprietors or occupiers of lots by closing all doors, windows and curtains of his lot and also such further steps as may be within his power for the same purpose.
- (c) Guests leaving after 11.00 pm shall be requested by their hosts to leave quietly. Basic courtesy of keeping all noise to a minimum is expected when a proprietor or occupier of a lot returns to the dwelling late at night or early morning hours.
- (d) A proprietor or occupier of a lot shall not operate or permit to be operated upon the parcel 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.

4. SPEED LIMIT WITHIN COMPLEX

- (a) For the safety and quiet enjoyment of other proprietors and occupiers, each proprietor or occupier of a lot, shall strictly observe the speed limit of 10 km per hour within the complex boundaries.
- (b) Any invitee, visitor or authorised person/s of a proprietor or occupier must also strictly observe this speed limit, and the responsibility of informing such person/s is the responsibility of the lot proprietor/s or occupier/s

5. BEHAVIOUR OF INVITEES

- (a) A proprietor or occupier of a lot shall take all reasonable steps to ensure that his invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the proprietor or occupier or another lot or of any person lawfully using Common Property.
- (b) The proprietor or occupier of a lot shall be liable to compensate the Body Corporate in respect of all damage to the Common Property or personal property vested in it caused by such proprietor or occupier or their invitees.
- (c) A proprietor of a lot which is the subject of a lease or license agreement shall take all reasonable steps, including any action available to him under any such lease or license agreement, to ensure that any lessee or licensee or other occupier of the lot or their invitees comply with the provisions of the By-Laws.
- (d) The duties and obligations imposed by these By-Laws on a proprietor or occupier of a lot shall be observed not only by the proprietor or occupier but also by the guests, servants, employees, agents, children, invitees and licensees of such proprietor or occupier.
- (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 proprietor or occupier of a lot or the guests, servants, employees, agents, children, invitees and licensees of the proprietor or occupier of a lot 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 proprietor of the lot at the time when the breach occurred.

6. RECREATIONAL CONVEYANCES

The definition of recreational conveyances in this section includes but is not limited to, the use of, bicycles, scooters, skateboards and rollerblades.

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- (a) A proprietor or occupier of a lot shall not permit the use of any of the subject conveyances in or around the tennis court and playground area, and the recreational / BBQ area, by him or any of his invitees at any time.
- (b) Such conveyances are to be stored as necessary in the racks or designated area provided outside the tennis court fence and are not to be placed or left on pathways, roadways, nor in gardens or car parking spaces.
- (c) A proprietor or occupier of a lot shall at all times cause the user of any recreational conveyance to wear suitable safety attire which may include but not limited to suitable clothing, helmets, shin, knee, wrist and elbow guards.
- (d) The Committee of the Body Corporate may make rules with respect to the use of the recreational conveyances that are not inconsistent with these By-laws.

7. USE OF THE SWIMMING POOL

In relation to the use of the swimming pool and adjacent areas a proprietor or occupier of a lot shall ensure:-

- (a) that his invitees and guests do not use the same or any of them unless their host adult proprietor or adult occupier accompanies them;
- (b) that children below the age of 13 years are not permitted inside the pool gate or around the same unless accompanied by their host adult proprietor or adult occupier, exercising effective control over them;
- (c) that alcoholic beverages or foodstuffs are not taken inside the pool gate or consumed in or around the pool surrounds;
- (d) that glass containers or receptacles of any type are not taken inside the pool gate or allowed to remain in or around the pool surrounds;
- (e) that he and his invitees shall exercise caution at all times and shall not run or splash, or behave in any manner that is likely to interfere with the use and enjoyment of the pool by other persons;
- (f) that no use is made of the swimming pool and surrounding areas between the hours of 10.00 pm and 6 am.

8. MAINTENANCE OF SWIMMING POOL

A proprietor or occupier of a lot shall not without proper authority operate, adjust or interfere with the operation of any equipment associated with the swimming pool or add any chemical or other substance to the same.

9. USE OF RECREATIONAL / BBQ AREA

All proprietors and occupiers may use the recreational / BBQ area constructed on the Common Property subject to following rules which shall, where appropriate, apply to all guests or invitees of the proprietors or occupiers.

- (a) No use shall be made of the recreational / BBQ area which involves damage, inconvenience or nuisance to any proprietor or occupier or invitee nor which causes damage to the surface, fixtures or fittings of the recreational / BBQ area.

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- (b) The recreational / BBQ area shall not be used by a guest or invitee unless accompanied by their host adult proprietor or adult occupier.
- (c) That no use is made of the recreational / BBQ area between the hours of 10.00 pm and 6.30 am.
- (d) Immediately following use, the BBQ plate, sink bench top and surrounding area, is to be left in a clean condition and free of any foodstuffs, beverages or litter.
- (e) The toilet door is to be kept closed following use.
- (f) The occupier of a lot must not without the Body Corporate's approval conduct large social gatherings or parties that interfere with the enjoyment of other proprietors or occupiers of lots or any person lawfully using the Common Property. A proprietor or occupier of a lot must take reasonable steps to ensure that all behaviours, including their invitees, are respectful of the proprietors and occupiers of surrounding lots, and conduct the event for a reasonable limited amount of time that would also permit other proprietors or occupiers of lots to enjoy peaceful use of the Common Property and recreational / BBQ area.
- (g) The Committee of the Body Corporate may make rules with respect to the use of the recreational / BBQ area that are not inconsistent with these By-laws.

10. USE OF TENNIS COURT AND PLAYGROUND AREA

All proprietors and occupiers may use the tennis court and playground facilities constructed on the Common Property subject to following rules which shall, where appropriate, apply to all guests or invitees of the proprietors or occupiers.

- (a) No use shall be made of the tennis court and playground area which involves damage, inconvenience or nuisance to any proprietor or occupier or invitee nor which causes damage to the surface, fixtures or fittings of the tennis court and playground area.
- (b) The tennis court and playground area shall not be used by a guest or invitee unless accompanied by their host adult proprietor or adult occupier.
- (c) That no use is made of the tennis court and playground area between the hours of 10.00 pm and 6.30 am.
- (d) The Committee of the Body Corporate may make rules with respect to the use of the tennis court and playground area that are not inconsistent with these By-laws.

11. USE OF LOTS

Subject to By-law 42, each lot shall be used only as a private residence. A proprietor or occupier of a lot shall not use that lot or permit the use of any lot for any business activity or operations, be it for profit or otherwise, 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 parcel.

12. VEHICLES

- (a) Save where a properly made exclusive use By-law authorises him to do so, a proprietor or occupier of a lot shall not park or stand any motor or other vehicle upon Common Property, including roadways, visitor's car spaces, or a lot's lawn and garden area, except with the consent in writing of the Body Corporate Committee.

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- (b) All vehicles shall, at all times, be kept in a roadworthy and the like condition.
- (c) The occupier of a lot must not permit an invitee to park a vehicle or allow a vehicle to stand on the Common Property, other than in a regulated parking area designated as being available for visitor vehicles.
- (d) A proprietor or occupier shall not permit any vehicle in excess of (2) tonnes weight, or any vehicle, caravan, trailer, boat, or any such item, onto, or over Common Property, that where its length, height or width would be considered excessive or unreasonable to be housed or stored within or on a lot.
- (e) A proprietor or occupier shall not operate or allow the operation of any vehicle within a lot or Common Property, which would interfere with the quiet enjoyment of other residents within the Complex.

13. CAR SPACES

- (a) A proprietor or occupier of a lot is only entitled to park vehicles upon his lot, in the allocated space provided, that being, one vehicle in the garage, one vehicle on the hardstand in front of garage, and one vehicle in the carport if provided on that lot.
- (b) Car space is to be kept tidy and free of litter.
- (c) The proprietor of Lot 13 (caretaker's residence) has the sole use of two (2) parking bays situated on the common property adjacent to the caretaker's lot and marked as "reserved"

14. VISITORS' CAR PARK

- (a) A proprietor or occupier of a lot shall not park or stand any motor vehicles or other vehicles upon areas set aside for visitor car parking.
- (b) A proprietor or occupier of a lot shall ensure that their invitees use the visitor car parking area only for its intended purpose of casual parking.

15. PRIVATE ROADS AND OTHER COMMON PROPERTY

The private roadways, pathways, drives and other Common Property and any easement giving access to the land shall not be obstructed by any proprietor or the tenants, guests, servants, employees, agents children invitees, licensees of a proprietor or any of them or used by them for any purpose other than the reasonable ingress and egress to and from their respective lots or the parking areas provided.

A proprietor or occupier of a lot shall not:

- 2.1. drive or permit to be driven any motor 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 residence erected on the land, and any motor vehicles entitled by any statute and/or local authority ordinances;
- 2.2. permit any invitees' vehicles to be parked on the roadway forming part of the common area at any time. Any invitees shall park their vehicles in the vehicles in the visitors' parking bays on the Common Property and shall use such area only for its intended purpose of casual parking.

Title Reference 50089614**16. DEPOSITING RUBBISH ETC., ON COMMON PROPERTY**

A proprietor or occupier of a lot shall not deposit rubbish or like material on any part of the Common Property except in receptacles intended for that without the consent in writing of the Body Corporate Committee.

17. GARBAGE DISPOSAL

A proprietor or occupier of a lot shall -

- (a) save where the Body Corporate provides some other means of disposal of garbage, maintain within his 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) that such receptacle/s must be permanently housed behind the building line, within a lot's fenced area, except for the day of collection as notified by the local authority from time to time, where the receptacle/s must be placed and positioned on the footpath directly in front of the unit.
- (c) comply with all local authority By-Laws and ordinances relating to the disposal of garbage.
- (d) ensure that the health, hygiene and comfort of the proprietor or occupier of any other lot are not adversely affected by his disposal of garbage

18. KEEPING OF ANIMALS

- (a) Subject to section 181 of the Act, occupiers must not, without the Committee's prior written approval, bring or keep an animal in a Lot, or on Common Property or permit an invitee to bring or keep an animal in a Lot or on Common Property.
- (b) It will be deemed to be reasonable for the Committee to withhold its consent to a request for approval to bring or keep an animal in a Lot or Common Property if the animal the subject of the request:
 - (i) will, when fully grown, be of such weight as to be considered, in the reasonable opinion of the Committee, to be unsuitable to reside in a Lot;
 - (ii) has been declared a dangerous, menacing or restricted dog (or similar) by the Council or any other Authority;
 - (iii) is a breed that falls within the category (or substantially meets the description) of prohibited breeds as declared by the Council or any other Authority;
 - (iv) is an exotic animal or an animal unable to be lawfully kept as a domestic pet in Queensland;
 - (v) is, in the reasonable opinion of the Body Corporate, an animal of a type not ordinarily or able reasonably to be kept as a domestic pet in a townhouse complex.
- (c) Subject to the discretion of the Committee, where the Approved Pet is a dog or cat, it will be further deemed to be a condition of any approval granted to an Occupier to bring or keep the animal in a Lot or on Common Property (regardless of whether or not notice of such conditions is given to the Occupier at the time of approval) that the Approved Pet, as appropriate:
 - (i) is micro-chipped;
 - (ii) is licensed or registered with Council, and evidence of registration or license is provided to the Committee within 7 days of being requested to do so;

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- (iii) is either:
 - A carried; or
 - B leashed when traversing on, over or through Common Property;
- (iv) is not permitted to be:
 - A on Common Property save for the purpose of entering or exiting the Scheme;
 - B in any Recreation Area at any time;
- (v) is vaccinated and evidence of vaccination be provided to the Committee within 7 days of being requested to do so;
- (vi) is treated for fleas, ticks and worms;
- (vii) is toilet trained (and not permitted to toilet on Common Property including gardens);
- (viii) is not left alone in a Lot for extended periods;
- (ix) wears a collar bearing a tag containing the name and contact details of the owner of the animal;
- (x) is regularly bathed;
- (xi) is comprehensively insured against property damage, personal injury, illness or death as a result of an incident involving the animal and that the Body Corporate is listed as a named insured on the relevant policy;
- (xii) does not cause or create a nuisance to other occupiers in the Scheme;
- (xiii) does not soil, damage or create a mess on Common Property.
- (d) The Committee may devise and adopt a system for the recording of information about Approved Pets. An occupier seeking such an approval must provide to the Committee at the time of making an application (and again if reasonably requested at any time during the time the Approved Pet resides in a Lot):
 - (i) the Pet Information; and
 - (ii) such further or other information as the Committee may reasonably require for the compilation of a pet register in accordance with this By-law.
- (e) An approval under this by-law relates only to the original pet the subject of the approval and any replacement will require the further written approval of the Committee.
- (f) The Committee may revoke an approval under this By-law upon a breach by the occupier or the Approved Pet of any part of this By-law or condition of approval.

19. APPEARANCE OF BUILDING – EXTERNAL

- (a) A proprietor or occupier of a lot shall not, except with the consent in writing of the Body Corporate Committee, hang any washing, towel, bedding or clothing or other article or display any sign, advertisement, placard, banner, pamphlet or like matter on any part of his lot in such a way as to be visible from the Common Property or any other lot.

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- (b) A proprietor or occupier of a lot shall not at any time place or house in front of the building alignment, or on common property, any personal belongings or items other than footwear and / or a suitably complying garden type table and chair settings. These items may be placed on the front patio area, provided always that they are kept in a clean and tidy state, and do not distract from the overall appearance of the lot
- (c) Proprietors or an occupier of a lot may install an extend-a-line clothes-line within their lot, provided that prior approval is granted by the Body Corporate Committee as to the position and model/make clothes line to install.
- (d) A proprietor or occupier of a lot shall not permit the installation of any air-conditioning unit/s upon a lot or common property, without the consent in writing of the Body Corporate Committee.

The Body Corporate Committee will not unreasonably withhold consent for any split-system units, where the main body of the air-conditioning unit is housed behind the fence line of a lot and is not visible from Common Property.

The installation of any box type air-conditioning unit, that is visible from Common Property, shall not be permitted.

20. MAINTENANCE OF LOTS

- (a) Each proprietor shall be responsible for the maintenance of his lot and shall ensure that his lot is so kept and maintained as not to be offensive in appearance to other lot owners through the accumulation of excess rubbish or otherwise. Further, 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 weed to other lots.
- (b) The Body Corporate shall be responsible for the care and maintenance of the garden area between the front of the building erected on each lot and the Common Property adjoining the roadway to ensure uniformity of appearance of all lots in the complex.

21. DAMAGE TO LAWNS, ETC., ON COMMON PROPERTY

A proprietor or occupier of a lot shall not:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon Common Property; or
- (b) except with the consent in writing of the Body Corporate Committee, use for his own purposes as a garden any portion of the Common Property.

22. DAMAGE TO COMMON PROPERTY

A proprietor or occupier of a lot shall not mark, paint, drive nails or screw or the like into, or otherwise damage or deface, any structure that forms part of the Common Property except with the consent in writing of the Body Corporate Committee.

23. INSTRUCTIONS TO CONTRACTORS ETC.

The proprietors or occupiers of lots shall not directly instruct any contractors or workmen employed by the Body Corporate unless so authorised.

Title Reference 50089614**24. OBSTRUCTION**

A proprietor of a lot shall not obstruct lawful use of Common Property by any person.

25. SECURITY OF LOTS

(a) A proprietor or person authorised by him is permitted to install:

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

provided that the locking or other safety device or, as the case may be, screen or other device is constructed in a workman-like manner, is maintained in a state of good and serviceable repair by the proprietor 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.

26. RIGHT OF ENTRY

A proprietor, 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 of his lot for the purpose of carrying out works effecting repairs on mains, pipes, wires or connections of any water, sewerage, drainage, gas electricity, telephone or other system or service, whether to his lot or to an adjoining lot.

27. ALTERATION TO LOTS AND COMMON PROPERTY

- (a) A proprietor or occupier 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 Body Corporate Committee.
- (b) Any alteration made to Common Property or fixture attached to Common Property by any proprietor or occupier of a lot, whether made or attached with or without the approval of the Body Corporate Committee, shall unless otherwise provided by resolution of a general meeting or of a meeting of the Committee, be repaired and maintained by the proprietor for the time being of the lot of which the aforesaid proprietor or occupier was such proprietor or occupier.
- (c) There shall be no external structural alteration or extensions or repainting to a lot without the approval in writing of the Body Corporate Committee. A proprietor shall submit to the Body Corporate's architect all plans and specifications for any such structural alteration or extension.

28. DIVIDING FENCES

A proprietor of a lot shall not without the consent in writing of the Body Corporate Committee erect any fence on the lot unless the same is of a construction approved by the Body Corporate Committee.

29. INFLAMMABLE LIQUIDS, GASES OR OTHER MATERIALS

A proprietor or occupier of a lot shall not bring to, do or keep anything in his lot which shall increase the rate of fire insurance on any property on the group title plan or which may conflict with the laws and/or regulations relating to fires or any insurance policy upon any property on the group title plan or the regulations or ordinances of any Public Authority for the time being in force.

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Gas cooking barbecues are permitted within the lots, provided that they are permanently housed and operated behind the building line of each lot, within a fenced area.

30. AUCTION SALES

A proprietor or occupier of a lot shall not permit any auction sale or garage sale of chattels to be conducted or to take place in his lot or in the dwelling upon the scheme without the prior approval in writing of the Committee of the Body Corporate.

31. WATER CLOSETS

Water closets and conveniences and other water apparatus including waste pipes and drains shall not be used for any purposes other than those for which they were constructed and no sweepings or rubbish or other than those substances shall be deposited therein. Any damage or blockage resulting to such water negligence shall be borne by the proprietor whether the same is caused by his own actions or those of his servants, agents, licensees or invitees.

32. TAPS

- (a) A proprietor or occupier of a lot shall not waste water and shall see that all water taps in his lot are promptly turned off after use.
- (b) Should the lot be unoccupied for a period of more than a month, then the stopcock on the hot water system will be turned off.

33. REPLACEMENT OF GLASS

Windows shall be kept clean and promptly replaced by the proprietor or occupier of the lot at his expense with fresh glass of the same kind and weight as at present if broken or cracked. This By-Law does not prohibit a proprietor from making a claim on the Body Corporate insurance.

34. CURTAINS, VENETIAN BLINDS AND WINDOW TINTING

A proprietor shall not hang curtains, install venetian blinds, or apply window tinting visible from outside the lot unless those curtains have a white backing, unless such colour and design have been approved by the Committee of the Body Corporate. A proprietor shall not install, renovate and/or replace a curtain backing or window tinting without having the colour and design of same approved by the Committee. In giving such approvals, the Committee shall ensure so far as practicable that curtain backing and window tinting used in all units presents a uniform appearance when viewed from Common Property or any other lot.

35. INFECTIOUS DISEASES

In the event of any infectious diseases which may require notification by virtue of any Statute Regulation or Ordinance happening in any lot the proprietor or occupier of such lot shall give written notice thereof and any other information which may be required relative thereto to the Committee and shall pay 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 diseases.

Title Reference 50089614**36. DUTIES OF THE BODY CORPORATE**

- (a) The Body Corporate shall ensure that the overall appearance of the parcel shall remain uniform and as such will perform the duty of the proprietors to repaint the external surfaces of all buildings requiring such repainting situated within the parcel 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 Units Plan.
 - (i) All expenses incurred as a result of this By-law shall be paid from funds contributed to the Sinking Fund.
 - (ii) Authority to expend funds in excess of the prescribed statutory amount 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.
 - (iii) A proprietor, mortgagee or occupier shall not alter the external colour scheme of his lot without prior approval in writing from the Body Corporate Committee pursuant to a resolution of the Body Corporate Committee.
- (b) **Insurance**
 - (i) In addition to the prescribed statutory insurance the Body Corporate shall insure and keep insured all buildings on the Common Property 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 to the parcel, property damage insurance in the joint names of those persons recorded from time to time on the roll as proprietors of the lots in the parcel in an amount nominated by the Body Corporate in 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 in a valid claimable event defined in the Policy document.
 - (iii) All insurance premiums payable by the Body Corporate under this By-law shall be paid from funds contributed to the administrative fund.
 - (iv) Each Proprietor/s is responsible to be aware of limitations and exclusions that may apply as Insurance cover is renewed annually.
 - (v) Owner/s are responsible for selecting their own insurance coverage for non-permanent fixtures on their own private lot, such as electrical equipment, carpets, drapes and improvements.

37. 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.

38. REQUESTS TO THE SECRETARY

A proprietor or occupier of a lot shall direct all requests for consideration of any particular matter to be referred to the Committee or the Body Corporate to the Secretary and not to the Chairman or any member of the Committee.

Title Reference 50089614**39. NOTICES**

A proprietor or occupier of a lot his servants, agents, licenses and invitees shall observe the terms of any notice displayed in the Common Property by authority of the Committee of the Body Corporate or of any statutory authority.

40. NOTICE OF DEFECT

A proprietor or occupier of a lot shall give the Committee and/or the caretaker prompt notice of any accidents to or defect in the water pipes, gas pipes, electric installations or fixtures which comes to his knowledge and the Committee shall have the 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 building as often as may be necessary.

41. COPY OF BY-LAWS TO BE PRODUCED UPON REQUEST

Where any lot or Common Property is leased or rented, otherwise than to a proprietor of a lot, 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 his inspection a copy of the By-laws for the time being in force in respect of the plan.

42. POWER OF COMMITTEE

The Committee may make rules relating to the Common Property and in particular in relation to the swimming pool, spa, children's playground area, gazebo and barbecue area or other facilities, not inconsistent with these By-laws and the same shall be observed by the proprietors or occupiers of lots unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Body Corporate.

43. RECOVERY OF COSTS

Where the Body Corporate expends money to make good damage caused by a breach of the Act or of these By-laws by any proprietor or the tenant, guest, servants, employees, agents, children, invitees or licensees of the proprietor 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 proprietor of the lot at the time when the breach occurred.

44. INTEREST

- (a) If a contribution lawfully levied is unpaid 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 Body Corporate by ordinary resolution in general meeting from time to time.

Joint Liability

- (b) If, at the time a person becomes the proprietor of a lot, another person is liable in respect of the lot to pay interest on a contribution, the proprietor is jointly and severally liable with the other person for the payment of the interest.

Character of Interest

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

Title Reference 50089614**45. MANAGEMENT AND LETTING SERVICES**

Lot 13 may be used as a residence and also as an office, for the purpose of and incidental to the conduct of a management and letting business.

46. SATELLITE DISH

That the Body Corporate be authorised to install satellite dishes, antennae and other devices upon the common property as part of the communication systems for the benefit of all proprietors.

47. IMPROVEMENTS / UPGRADES TO PRIVATE LOTS

A proprietor or occupier of a lot shall direct all requests for alterations, improvements or additions to their private lot in writing to the Body Corporate Committee, or Resident Manager to onforward to the Body Corporate Committee for consideration. An application form will be provided upon request.

Approval for alterations and installations is based upon adherence to guidelines established for the particular type of alteration or improvement such as:

- Satellite Dishes / Foxtel
- Air Conditioning Units
- Solar PV Panels
- Whirly Birds & Solar Powered Roof Vents
- Patio (roofed) extension
- Garden / Tool Sheds

The approval process is inclusive while seeking to protect a standardised approach in the Complex.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

Nil

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

Nil



CERTIFICATE OF COMPLETION

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No. of Signatures: 2

Signature Logs

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Email Address: amybatticciotto@outlook.com

Status: Signed

IP Address: 118.208.31.198

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Signer: Amy Batticciotto

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