

**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](http://www.qld.gov.au/bodycorporate).

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

**The information in this certificate is issued on 02/02/2026**

### 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

**BIRCHGROVE RESIDENTIAL COMMUNITY**

CTS No. **36876**

### 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: **Roger Macfarlaine**

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

Phone: **(07) 3220 9400**

Email: **brisbane@abcm.com.au**

### Accessing records

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

The body corporate manager named above.

# Property and community titles scheme details

## Lot and plan details

Lot number: **8**

Plan type and number: **201776**

Plan of subdivision: **BUILDING FORMAT PLAN**

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

## Regulation module

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

More information is available from [www.qld.gov.au/buyingbodycorporate](http://www.qld.gov.au/buyingbodycorporate).

**The regulation module that applies to this scheme is the:**

**Accommodation**

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

## Layered arrangements of community titles schemes

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

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

**No**

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

## Building management statement

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

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

**No**

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

## By-laws and exclusive use areas

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

### What by-laws apply?

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

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

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

### General by-laws

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

### Exclusive use areas

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

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

**Yes**

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

**given with this certificate and listed below**

Date of Resolution	Lot	Description	Conditions
24/05/07	00001	AREA 1A	EXCLUSIVE USE AREA MARKED 1A ON EXCLUSIVE USE PLANS
24/05/07	00002	AREA 2A	EXCLUSIVE USE AREA MARKED 2A ON EXCLUSIVE USE PLANS
24/05/07	00003	AREA 3A	EXCLUSIVE USE AREA MARKED 3A ON EXCLUSIVE USE PLANS
24/05/07	00004	AREA 4A	EXCLUSIVE USE AREA MARKED 4A ON EXCLUSIVE USE PLANS
24/05/07	00005	AREA 5A	EXCLUSIVE USE AREA MARKED 5A ON EXCLUSIVE USE PLANS
24/05/07	00006	AREA 6A	EXCLUSIVE USE AREA MARKED 6A ON EXCLUSIVE USE PLANS
24/05/07	00007	AREA 7A	EXCLUSIVE USE AREA MARKED 7A ON EXCLUSIVE USE

**given with this certificate and listed below**

Date of Resolution	Lot	Description	Conditions
			PLANS
24/05/07	00008	Exclusive Use Area marked 8A on the attached Exclusive Use Plans	EU - By Laws - 31.2  EXCLUSIVE USE AREA MARKED 8A ON EXCLUSIVE USE PLANS
24/05/07	00009	AREA 9A	EXCLUSIVE USE AREA MARKED 9A ON EXCLUSIVE USE PLANS
24/05/07	00010	AREA MARKED 10A ON THE EXCLUSIVE USE PLANS	EU By-Laws 31.2 (k)  EXCLUSIVE USE AREA MARKED 10A ON EXCLUSIVE USE PLANS
24/05/07	00011	AREA 11A	EXCLUSIVE USE AREA MARKED 11A ON EXCLUSIVE USE PLANS
24/05/07	00012	AREA 12A	EXCLUSIVE USE AREA MARKED 12A ON EXCLUSIVE USE PLANS
24/05/07	00013	AREA 13A	EXCLUSIVE USE AREA MARKED 13A ON EXCLUSIVE USE PLANS
24/05/07	00014	AREA 14A	EXCLUSIVE USE AREA MARKED 14A ON EXCLUSIVE USE PLANS
24/05/07	00015	AREA 15A	EXCLUSIVE USE AREA MARKED 15A ON EXCLUSIVE USE PLANS
24/05/07	00016	AREA 16A	EXCLUSIVE USE AREA MARKED 16A ON EXCLUSIVE USE PLANS
24/05/07	00017	AREA 17A	EXCLUSIVE USE AREA MARKED 17A ON EXCLUSIVE USE PLANS
24/05/07	00018	AREA 18A	EXCLUSIVE USE AREA MARKED 18A ON EXCLUSIVE USE PLANS
24/05/07	00019	AREA 19A	EXCLUSIVE USE AREA MARKED 19A ON EXCLUSIVE USE PLANS
24/05/07	00020	AREA 20A	EXCLUSIVE USE AREA MARKED 20A ON EXCLUSIVE USE PLANS
24/05/07	00021	AREA 21A	EXCLUSIVE USE AREA MARKED 21A ON EXCLUSIVE USE PLANS
24/05/07	00022	AREA 22A	EXCLUSIVE USE AREA MARKED 22A ON EXCLUSIVE USE PLANS
24/05/07	00023	AREA 23A	EXCLUSIVE USE AREA MARKED 23A ON EXCLUSIVE USE PLANS
24/05/07	00024	AREA 24A	EXCLUSIVE USE AREA MARKED 24A ON EXCLUSIVE USE PLANS
24/05/07	00025	AREA 25A	EXCLUSIVE USE AREA MARKED 25A ON EXCLUSIVE USE PLANS
24/05/07	00026	AREA 26A	EXCLUSIVE USE AREA MARKED 26A ON EXCLUSIVE USE PLANS
24/05/07	00027	AREA 27A	EXCLUSIVE USE AREA MARKED 27A ON EXCLUSIVE USE PLANS
24/05/07	00028	AREA 28A	EXCLUSIVE USE AREA MARKED 28A ON EXCLUSIVE USE PLANS
24/05/07	00029	AREA 29A	EXCLUSIVE USE AREA MARKED 29A ON EXCLUSIVE USE

**given with this certificate and listed below**

Date of Resolution    Lot Description    Conditions  
PLANS

**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: **1**  
Total contribution schedule lot entitlementments for all lots: **29**

**Interest schedule**

Interest schedule lot entitlementment for the lot: **10**  
Total interest schedule lot entitlementments for all lots: **296**

**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 **8** for the current financial year: \$ **2,881.04**

Number of instalments: **4** (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
01/05/25 to 31/07/25	01/05/25	568.05	568.05	21/03/25
01/08/25 to 31/10/25	01/08/25	568.05	568.05	06/08/25
01/11/25 to 31/01/26	01/11/25	872.47	872.47	03/11/25
01/02/26 to 30/04/26	01/02/26	872.47	872.47	
01/05/26****31/07/26	01/05/26	720.26	720.26	
01/08/26****31/10/26	01/08/26	720.26	720.26	
			Amount overdue	<b>\$872.47</b>
			Amount Unpaid including amounts billed not yet due	<b>\$872.47</b>

### Sinking fund contributions

Total amount of contributions (before any discount) for lot **8** for the current financial year: \$ **758.62**

Number of instalments: **4** (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
01/05/25 to 31/07/25	01/05/25	230.01	230.01	02/05/25
01/08/25 to 31/10/25	01/08/25	230.01	230.01	06/08/25
01/11/25 to 31/01/26	01/11/25	149.30	149.30	03/11/25
01/02/26 to 30/04/26	01/02/26	149.30	149.30	
01/05/26****31/07/26	01/05/26	189.66	189.66	
01/08/26****31/10/26	01/08/26	189.66	189.66	
			Amount overdue	<b>\$149.30</b>
			Amount Unpaid including amounts billed not yet due	<b>\$149.30</b>

**Special contributions - Administrative Fund (IF ANY)**

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

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

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

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

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

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

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

**Special contributions - Sinking Fund (IF ANY)**

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

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

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

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

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

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

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

**Other contributions**

	Period	Due date	Amount due	Amount due if discount applied	Paid
Insurance Fund	01/05/25 to 31/07/25	01/05/25	123.78	123.78	02/05/25
Insurance Fund	01/08/25 to 31/10/25	01/08/25	123.78	123.78	06/08/25
Insurance Fund	01/11/25 to 31/01/26	01/11/25	170.82	170.82	03/11/25
Insurance Fund	01/02/26 to 30/04/26	01/02/26	170.82	170.82	
Insurance Fund	01/05/26 to 31/07/26	01/05/26	147.30	147.30	
Insurance Fund	01/08/26 to 31/10/26	01/08/26	147.30	147.30	

**Other amounts payable by the lot owner**

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

## Summary of amounts due but not paid by the current owner

At the date of this certificate

Annual contributions		<b>\$1,021.77</b>
Special contributions		<b>Nil</b>
Other contributions		<b>\$170.82</b>
Other payments		<b>Nil</b>
Penalties		<b>Nil</b>
Total amount overdue	(Total Amount Unpaid including not yet due \$1,192.59)	<b>\$1,192.59</b>

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

## Common property and assets

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

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

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

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

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

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

Yes - you can obtain a copy from the body corporate records - last sinking fund report: 19/10/21

**Current sinking fund balance (as at date of certificate): \$ 102,710.37**

## 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
17/02/22	Solar Installation within the Lot 8	As per the approval letter Date 17/02/2022

### Body corporate assets

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

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

Description	Type	Acquisition	Supplier	Original Cost	Cost To Date	Market Value
RE108 high pressure cleaner	Plant and Machinery	27/04/12	Arborlink	\$0.00	\$0.00	\$299.00
FAAC 400 CBAC Motor - Refurbis	Plant and Machinery	12/07/16		\$0.00	\$0.00	\$856.50
Blower Vac Electric RYOBI	Plant and Machinery	09/11/17	Purchased - Bunnings	\$0.00	\$0.00	\$127.55

### 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 Strata Community Insurance	QRSC21003576	10,620,254.00	15,049.12	31/05/26	2,000 Standard 1,000 Legal Claims
PUBLIC LIABILITY Strata Community Insurance	QRSC21003576	10,000,000.00	Included	31/05/26	2,000 Standard 1,000 Legal Claims
OFFICE BEARERS Strata Community Insurance	QRSC21003576	1,000,000.00	Included	31/05/26	2,000 Standard 1,000 Legal Claims
BUILDING CATASTROPHE Strata Community Insurance	QRSC21003576	1,593,038.00	Included	31/05/26	2,000 Standard 1,000 Legal Claims

### Alternative insurance

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

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

**No**

## Lot owner and occupier insurance

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

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

More information about insurance in community titles schemes is available from your solicitor or [www.qld.gov.au/buyingbodycorporate](http://www.qld.gov.au/buyingbodycorporate)

## Contracts and authorisations

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

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

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

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

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

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

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

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

**Yes - Name of caretaking service contractor engaged:** King Lee Investments Pty Ltd

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

**Yes - Name of authorised letting agent:** King Lee Investments Pty Ltd

## Embedded network electricity supply

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

**No**

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

## Body corporate authority

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

**Name/s** Archers BCM (Brisbane) Pty Ltd

**Positions/s held** Body Corporate Manager

**Date** 02/02/2026

**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

# BIRCHGROVE RESIDENTIAL COMMUNITY CTS 36876

## BALANCE SHEET

AS AT 30 APRIL 2025

	ACTUAL 30/04/2025	ACTUAL 30/04/2024
<b><u>PROPRIETORS FUND</u></b>		
Administrative Fund	2,795.13	13,961.35
Sinking Fund	80,348.45	71,894.07
<b><u>TOTAL</u></b>	<b><u>\$ 83,143.58</u></b>	<b><u>\$ 85,855.42</u></b>
<b><u>THESE FUNDS ARE REPRESENTED BY</u></b>		
<b><u>ASSETS</u></b>		
Cash At Bank	61,213.23	75,997.75
Investment - Macquarie 1	50,000.00	30,000.00
Accrued Interest	17.67	351.62
Sundry Debtors	39.22	41.48
Prepayments	2,187.50	2,051.59
Second Debtors	2,143.90	0.00
<b><u>TOTAL ASSETS</u></b>	<b><u>115,601.52</u></b>	<b><u>108,442.44</u></b>
<b><u>LIABILITIES</u></b>		
Provision For Income Tax	594.60	211.80
Creditors	7,605.64	62.00
Sundry Creditors	565.71	27.23
Accrued Expenses	3,752.04	1,664.68
All Levies Rec'd In Advance	19,939.95	20,621.31
<b><u>TOTAL LIABILITIES</u></b>	<b><u>32,457.94</u></b>	<b><u>22,587.02</u></b>
<b><u>NET ASSETS</u></b>	<b><u>\$ 83,143.58</u></b>	<b><u>\$ 85,855.42</u></b>

# BIRCHGROVE RESIDENTIAL COMMUNITY CTS 36876

## STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 MAY 2024 TO 30 APRIL 2025

	ACTUAL 01/05/24-30/04/25	ACTUAL 01/05/23-30/04/24	BUDGET 01/05/24-30/04/25
<b><u>ADMINISTRATIVE FUND</u></b>			
<b><u>INCOME</u></b>			
Levies - Administrative Fund	65,893.82	77,470.06	65,894.00
Levies - Insurance	14,655.06	13,144.10	14,655.00
<b><u>TOTAL ADMIN. FUND INCOME</u></b>	<b>80,548.88</b>	<b>90,614.16</b>	<b>80,549.00</b>
<b><u>EXPENDITURE - ADMIN. FUND</u></b>			
Bank Charges	39.75	44.15	50.00
<b><u>BODY CORPORATE MANAGEMENT</u></b>			
Audit Assistance Fee	350.90	0.00	288.00
Disbursements	3,554.42	2,079.23	2,154.00
Secretarial Fees - Additional	(119.46)	456.50	750.00
Secretarial Fees	5,714.50	5,548.17	5,748.00
Disbursements - Additional	691.09	1,464.11	0.00
Caretaker	57,989.45	55,793.48	57,801.00
Community Power	539.40	1,187.28	1,405.00
Council Fees	821.50	660.93	800.00
Returning Officer	99.00	0.00	0.00
Website Maintenance	396.00	0.00	0.00
Insurance	14,521.56	13,004.42	14,655.00
Pest Control	520.00	520.00	539.00
Professional Fees	2,947.45	242.00	1,142.00
Work Place Health & Safety	0.00	769.00	704.00
Repairs & Maintenance	2,871.16	1,896.49	5,750.00
Telephone	778.38	736.16	763.00
Year End Adjustments	0.00	0.00	(12,000.00)
<b><u>TOTAL ADMIN. EXPENDITURE</u></b>	<b>91,715.10</b>	<b>84,401.92</b>	<b>80,549.00</b>
<b><u>SURPLUS / DEFICIT</u></b>	<b>\$ (11,166.22)</b>	<b>\$ 6,212.24</b>	<b>\$ 0.00</b>
Opening Admin Balance	13,961.35	7,749.11	13,961.35
<b><u>ADMINISTRATIVE FUND BALANCE</u></b>	<b>\$ 2,795.13</b>	<b>\$ 13,961.35</b>	<b>\$ 13,961.35</b>

# BIRCHGROVE RESIDENTIAL COMMUNITY CTS 36876

## STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 MAY 2024 TO 30 APRIL 2025

	ACTUAL 01/05/24-30/04/25	ACTUAL 01/05/23-30/04/24	BUDGET 01/05/24-30/04/25
<b><u>SINKING FUND</u></b>			
<b><u>INCOME</u></b>			
Levies - Sinking Fund	26,681.16	21,999.98	26,681.00
Interest Income	2,450.77	1,174.27	337.00
Interest Receivable	(333.95)	103.81	0.00
<b><u>TOTAL SINKING FUND INCOME</u></b>	<b>28,797.98</b>	<b>23,278.06</b>	<b>27,018.00</b>
<b><u>EXPENDITURE - SINKING FUND</u></b>			
Building Repairs	9,289.70	17,690.20	18,315.00
Consultancy - Professional	3,740.00	0.00	0.00
Electrical	4,340.00	0.00	0.00
Income Tax	498.90	211.80	101.00
Security Cameras	2,475.00	1,435.00	0.00
<b><u>TOTAL SINK. FUND EXPENDITURE</u></b>	<b>20,343.60</b>	<b>19,337.00</b>	<b>18,416.00</b>
<b><u>SURPLUS / DEFICIT</u></b>	<b>\$ 8,454.38</b>	<b>\$ 3,941.06</b>	<b>\$ 8,602.00</b>
Opening Sinking Fund Balance	71,894.07	67,953.01	71,894.07
<b><u>SINKING FUND BALANCE</u></b>	<b>\$ 80,348.45</b>	<b>\$ 71,894.07</b>	<b>\$ 80,496.07</b>

Queensland Titles Registry Pty Ltd  
 ABN 23 648 568 101

**Search Date:** 02/02/2026 11:00

**Request No:** 54891671

## SCHEME NAME

BIRCHGROVE RESIDENTIAL COMMUNITY COMMUNITY TITLES SCHEME 36876

## BODY CORPORATE ADDRESS

PO BOX 253  
 FORTITUDE VALLEY QLD  
 4006

## COMMUNITY MANAGEMENT STATEMENT No: 36876

Title	Lot	Plan	Title	Lot	Plan
50664972	CP	SP 201776	50664973	1	SP 201776
50664974	2	SP 201776	50664975	3	SP 201776
50664976	4	SP 201776	50664977	5	SP 201776
50664978	6	SP 201776	50664979	7	SP 201776
50664980	8	SP 201776	50664981	9	SP 201776
50664982	10	SP 201776	50664983	11	SP 201776
50664984	12	SP 201776	50664985	13	SP 201776
50664986	14	SP 201776	50664987	15	SP 201776
50664988	16	SP 201776	50664989	17	SP 201776
50664990	18	SP 201776	50664991	19	SP 201776
50664992	20	SP 201776	50664993	21	SP 201776
50664994	22	SP 201776	50664995	23	SP 201776
50664996	24	SP 201776	50664997	25	SP 201776
50664998	26	SP 201776	50664999	27	SP 201776
50665000	28	SP 201776	50665001	29	SP 201776

## COMMUNITY MANAGEMENT STATEMENT Dealing No: 718265848

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

**718265848**

\$88.00

11/09/2017 14:35

**BE 470**

- | 1. Nature of request                                                                                                      | Lodger (Name, address, E-mail & phone number)                                                                                                                                                                                                                                                                | Lodger Code       |
|---------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| Request to record a new Community Management Statement for Birchgrove Residential Community Community Titles Scheme 36876 | <b>WILKINSON &amp; BOYNTON</b>                                                                                                                                                                                                                                                                               | OIBA<br><br>Hynes |
| 2. Lot on Plan Description                                                                                                | Title Reference                                                                                                                                                                                                                                                                                              |                   |
| Common Property of Birchgrove Residential Community Community Titles Scheme 36876                                         | 50664972                                                                                                                                                                                                                                                                                                     |                   |
| 3. Registered Proprietor/State Lessee                                                                                     | Body Corporate for Birchgrove Residential Community Community Titles Scheme 36876                                                                                                                                                                                                                            |                   |
| 4. Interest                                                                                                               | Not Applicable                                                                                                                                                                                                                                                                                               |                   |
| 5. Applicant                                                                                                              | Body Corporate for Birchgrove Residential Community Community Titles Scheme 36876                                                                                                                                                                                                                            |                   |
| 6. Request                                                                                                                | I hereby request that: the new Community Management Statement deposited herewith which amends Schedule C of the existing Community Management Statement be recorded as the Community Management Statement for Birchgrove Residential Community Community Titles Scheme 36876.                                |                   |
| 7. Execution by applicant                                                                                                 | <p>8 9 1 1 7<br/>Execution Date</p> <p><br/>Applicant's or Solicitor's Signature<br/>Todd Alexander Garsden, Solicitor</p> <p>Note: A Solicitor is required to print full name if signing on behalf of the Applicant</p> |                   |

**36876**

**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**

Birchgrove Residential Community Community Titles Scheme 36876

**2. Regulation module**

ACCOMMODATION

**3. Name of body corporate**

Body Corporate for Birchgrove Residential Community Community Titles Scheme 36876

**4. Scheme land**

Lot on Plan Description

Common Property of Birchgrove Residential Community CTS 36876

See enlarged panel

Title Reference

50664972

**5. #Name and address of original owner**

Not applicable

**6. Reference to plan lodged with this statement**

Not applicable

# first community management statement only

**7. Local Government community management statement notation**

Not applicable pursuant to s60(6) of the Body Corporate and Community Management Act 1997

.....signed

.....name and designation

.....name of Local Government

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



9/8/17  
Execution Date

.....  
*K Russell*  
 .....  
 Chairperson/ Secretary

.....  
*[Signature]*  
 .....  
 \*Committee Member

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

**Privacy Statement**

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

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**Title Reference 50664972**

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**4. Scheme Land**

Lot on Plan Description	Title Reference
The Common Property of Birchgrove Residential Community Community Titles Scheme 36876	50664972
Lot 1 on SP 201776	50664973
Lot 2 on SP 201776	50664974
Lot 3 on SP 201776	50664975
Lot 4 on SP 201776	50664976
Lot 5 on SP 201776	50664977
Lot 6 on SP 201776	50664978
Lot 7 on SP 201776	50664979
Lot 8 on SP 201776	50664980
Lot 9 on SP 201776	50664981
Lot 10 on SP 201776	50664982
Lot 11 on SP 201776	50664983
Lot 12 on SP 201776	50664984
Lot 13 on SP 201776	50664985
Lot 14 on SP 201776	50664986
Lot 15 on SP 201776	50664987
Lot 16 on SP 201776	50664988
Lot 17 on SP 201776	50664989
Lot 18 on SP 201776	50664990
Lot 19 on SP 201776	50664991
Lot 20 on SP 201776	50664992
Lot 21 on SP 201776	50664993
Lot 22 on SP 201776	50664994
Lot 23 on SP 201776	50664995
Lot 24 on SP 201776	50664996
Lot 25 on SP 201776	50664997
Lot 26 on SP 201776	50664998
Lot 27 on SP 201776	50664999
Lot 28 on SP 201776	50665000
Lot 29 on SP 201776	50665001

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<b>SCHEDULE A</b>	<b>SCHEDULE OF LOT ENTITLEMENTS</b>
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Lot on Plan	Contribution	Interest
Lot 1 on SP 201776	1	10
Lot 2 on SP 201776	1	10
Lot 3 on SP 201776	1	10
Lot 4 on SP 201776	1	10
Lot 5 on SP 201776	1	10
Lot 6 on SP 201776	1	8
Lot 7 on SP 201776	1	8
Lot 8 on SP 201776	1	10
Lot 9 on SP 201776	1	10
Lot 10 on SP 201776	1	10
Lot 11 on SP 201776	1	10
Lot 12 on SP 201776	1	10
Lot 13 on SP 201776	1	10
Lot 14 on SP 201776	1	10
Lot 15 on SP 201776	1	10
Lot 16 on SP 201776	1	10
Lot 17 on SP 201776	1	10
Lot 18 on SP 201776	1	10
Lot 19 on SP 201776	1	10
Lot 20 on SP 201776	1	10
Lot 21 on SP 201776	1	12
Lot 22 on SP 201776	1	12
Lot 23 on SP 201776	1	10
Lot 24 on SP 201776	1	10
Lot 25 on SP 201776	1	10
Lot 26 on SP 201776	1	12
Lot 27 on SP 201776	1	12
Lot 28 on SP 201776	1	10
Lot 29 on SP 201776	1	12
<b>TOTALS</b>	<b>29</b>	<b>296</b>

<b>SCHEDULE B</b>	<b>EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND</b>
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Section 66(1)(f) & (g) of the Body Corporate Community Management Act 1997 do not apply.

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

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

- (a) Part A – Preliminary
- (b) Part B – Interferences
- (c) Part C – Works
- (d) Part D – Regulation of use
- (e) Part E - Council and development restrictions
- (f) Part F – Exclusive use

**2 Definitions and interpretation**

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

- (a) **'Act'** means the *Body Corporate Community Management Act 1997(Qld)*.
- (b) **'Body Corporate'** means the Body Corporate established upon the registration of the Scheme.
- (c) **'Caretaking Service Contractor'** means a service contractor for the Scheme who is also a letting agent for the Scheme.
- (d) **'Christmas Period'** means the period between (and including) the days of 1 December and 7 January each year.
- (e) **'Common Property'** means Scheme Land that is not included in a Lot.
- (f) **'Improvement'** means the erection of a building, a structural change or a non-structural change of any kind or the carrying out of any works.
- (g) **'Lot'** means a lot in the Scheme.
- (h) **'Occupier'** means any person that occupies a Lot.
- (i) **'Owner'** means an owner of a Lot.
- (j) **'Regulation Module'** means the regulation module of the Act that applies to the Scheme as identified in Item 2 of this community management statement.
- (k) **'Scheme'** means Birchgrove Residential Community CTS 36876.
- (l) **'Scheme Land'** means any land within the Scheme, including any Lot or the Common Property.
- (m) **'Social Function'** means a gathering of number of people that causes other Owners or Occupiers to be excluded from the use and enjoyment of part or all of the Common Property.
- (n) **'Smoke'** means to hold or otherwise have control over an ignited smoking product.
- (o) **'Vehicle'** includes but is not limited to all types of automobiles, motor cycles, scooters, trucks, bicycles, boats, trailers, caravans, camper vans, mobile homes, golf buggies, Segways, skateboards, rollerblades or any other equivalent means of transportation.
- (p) **'Visitor'** means a person who is invited in any capacity onto Scheme Land by an Owner, Occupier or a Visitor.

2.2 In the interpretation of these by-laws, terms used in these by-laws may be interpreted by reference to how those terms are defined in the Act and Regulation Module.

2.3 If there is an inconsistency between a by-law and the Act or Regulation Module, the Act or Regulation Module prevails to the extent of the inconsistency.

2.4 The singular includes the plural and vice versa.

2.5 Words importing a gender include other genders.

**3 Applicability of these by-laws**

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

**4 Tenancies**

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

**5 Application and approval process**

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- 5.1 This by-law applies where an Owner or Occupier makes an application to the Body Corporate or otherwise seeks to obtain the Body Corporate's consent.
- 5.2 When deciding whether to approve any application made by an Owner or Occupier (the Applicant) under these by-laws, the Body Corporate may:
- (a) take into account previous approvals under these by-laws provided to the Applicant and the Applicant's compliance with any conditions of previous approvals;
  - (b) request the Applicant to provide all information reasonably required to make a decision, where the Body Corporate may make as many requests as reasonably necessary;
  - (c) grant its approval on reasonable and relevant conditions; or
  - (d) refuse any application if it is reasonable to do so.
- 5.3 An Owner or Occupier of a Lot granted approval under these by-laws must comply with any conditions of that approval, failing which, the Body Corporate may withdraw that approval after the Applicant has been provided with a reasonable opportunity to remedy any non-compliance.
- 5.4 Any approval under these by-laws by the Body Corporate is invalid and read down or severed to the extent it is inconsistent with the Act or Regulation Module.

**PART B - INTERFERENCES****6 Noise and nuisances**

---

- 6.1 An Owner or Occupier must not use, or permit the use of, a Lot or the Common Property in a way that:
- (a) causes a nuisance or hazard;
  - (b) interferes unreasonably with the use or enjoyment of another Lot; or
  - (c) interferes unreasonably with the use or enjoyment of the Common Property by a person who is lawfully on the Common Property.

**7 Obstruction**

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

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**8 Smoking**

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

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**9 Auctions**

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

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**10 Garage sales**

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

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**11 Parking**

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

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**12 Vehicles**

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

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**13 Communications**

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

**PART C - WORKS**

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**14 Damage**

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

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**15 Common Property Improvements**

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

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**16 Boundary Improvements**

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- 16.1 An Owner or Occupier must not, without the written approval of the Body Corporate, make any Improvements to:

- (a) railings, parapets and balustrades on (whether precisely, or for all practical purposes) the boundary of a lot and common property or the boundary of a lot and another lot;
- (b) doors, fences, windows and associated fittings situated in a boundary wall separating a lot from common property or the boundary of a lot and another lot; or
- (c) roofing membranes that are not common property but that provide protection for lots or common property.

## **17 Structural Improvements**

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

## **18 Lot Improvements**

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- 18.1 An Owner or Occupier must not make any Improvement (other than minor cosmetic work that does not in any way affect, alter or otherwise impact the Common Property or another Lot) to their Lot without the written approval of the Body Corporate.
- 18.2 In applying for the Body Corporate's approval under this by-law, in addition to any other requirements under these by-laws, the Act or the Regulation Module:
- (a) the Owner or Occupier must provide the Body Corporate in writing with the following information at least two weeks prior to the Improvement taking place or otherwise as soon as practicable:
    - (i) approximate scope and duration of the proposed Improvement;
    - (ii) any expected noise or disturbance that may unreasonably interfere with any lawful use of a Lot or the Common Property;
    - (iii) details of any contractors (including removalists) engaged to perform any works related to the Improvement; and
    - (iv) any other information reasonably necessary to mitigate any potential risk or nuisance.
  - (b) the Owner or Occupier must notify the Body Corporate, as soon as practicable, of any material changes to the intended scope, duration or method of performance of the proposed works related to the Improvement or any other information previously provided to the Body Corporate.

## **19 External appearance of a lot**

---

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

## **PART D – REGULATION OF USE**

### **20 Pets**

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- 20.1 Unless a person who has the right to be accompanied by an assistance animal under any statute, an Owner or Occupier must not, without the Body Corporate's written approval:
- (a) bring or keep an animal on the Lot or the Common Property; or
  - (b) permit a Visitor to bring or keep an animal on the Lot or Common Property.
- 20.2 When keeping a pet in the Scheme, in addition to any other requirements under these by-laws, an approval by the Committee, the Act or the Regulation Module the Owner or Occupier must:
- (a) ensure that when passing through common property the animal will be suitably restrained or carried;
  - (b) register the animal with the local council;

- (c) ensure that the animal is kept within the Lot and not allowed to roam, dig, soil or otherwise damage Common Property or another Lot;
- (d) dispose of any animal waste left on the Common Property immediately in a suitable garbage receptacle; and
- (e) ensure the animal carries a name tag identifying the animal and its Owners.

## **21 Alienation**

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

- (a) use, take, or in any other way appropriate any part of the Common Property for their sole or exclusive use unless authorised by another by-law; or
- (b) alienate in any way any part of the common property; or
- (c) interfere with the lawful use and enjoyment of Common Property by other Owners or Occupiers.

## **22 Common Property Garbage**

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22.1 An Owner or Occupier must not leave garbage or other materials on the Common Property except in a designated garbage receptacle.

22.2 An Owner or Occupier must:

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

## **23 Dangerous substances**

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

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

## **24 Removals**

---

24.1 An Owner or Occupier shall not move any furniture into or out of a lot without:

- (a) approval being given by the Body Corporate if the furniture is large, bulky or requires temporary exclusive use of any part of the common property (i.e. using a lift); and
- (b) taking adequate measures to minimise damage to the Common Property and any other Lot in the Scheme.

## **25 No interference**

---

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

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

**26 Interference with support, shelter, utility infrastructure**

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- 26.1 An Owner or Occupier must not, without the written approval of the Body Corporate, interfere or permit interference with:
- (a) support or shelter provided for a Lot or the Common Property;
  - (b) utility infrastructure or utility services; or
  - (c) body corporate assets.

**27 Health and safety**

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- 27.1 Owners and Occupiers must give notice as soon as reasonably practicable to the Body Corporate after becoming aware of any:
- (a) infectious disease which is present at the Scheme requiring notification by statute or ordinance;
  - (b) accident or incident causing personal injury or any property or other damage which occurs on Scheme Land; or
  - (c) other event that may affect the insurance of the Body Corporate, health or safety of owners or occupiers or may otherwise create liability for the Body Corporate.

**28 Social functions**

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

**29 Use of lots**

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- 29.1 Without the approval of the Body Corporate, an Owner or Occupier may not use their Lot for anything other than:
- (a) residential purposes; or
  - (b) a home office that does not compete with the Caretaking Service Contractor; or
  - (c) if the Owner or Occupier is a Caretaking Service Contractor, for:
    - (i) the purposes of management of the Scheme;
    - (ii) the letting or sales of Lots in the Scheme on behalf of the Owners and the rendering of such other services to Owners and Occupiers; and
    - (iii) the letting and sales of Lots outside the Scheme and the rendering of such other services.
- 29.2 An Owner or Occupier of a lot shall not use, or permit the use of, their Lot for any purpose which may be illegal, immoral or bring the Scheme into disrepute.

**30 Letterbox**

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

**PART E – COUNCIL AND DEVELOPMENT RESTRICTIONS****31 Balconies and Terraces**

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- 31.1 All balconies and terraces on scheme land as shown on the approved drawings and documents approved by the Brisbane City Council are to remain unenclosed with no shutters, glazing, louvres or similar permanent structures other than those consistent with the relevant "Brisbane City Plan 2000 – Residential Code" and clearly depicted on the approved drawings.

**PART F – EXCLUSIVE USE****32 Exclusive Use**

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**31.1 Access**

- (a) Notwithstanding the allocation by the Body Corporate of any exclusive use area or the granting of any rights whatsoever with respect to common property, all owners shall ensure that where necessary access will be provided to the appropriate authorities for the reading, repair and maintenance of gas and or water metres and ancillary equipment which may be located on or in that common property. If the areas are gated or enclosed keys and or access will be provided as and when required.

**31.2 Exclusive Use Areas**

The body corporate shall execute all documents as may be required to register any exclusive use areas with the Department of Natural Resources and also to make authorised allocations in respect of common property.

- (b) The proprietors for the time being of Lot 1 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 1A, the proprietors for the time being of Lot 1 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason the proprietors of Lot 1 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 1. The proprietor of Lot 1 shall attend to payment of same without delay.

- (c) The proprietors for the time being of Lot 2 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 2A, the proprietors for the time being of Lot 2 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason the proprietors of Lot 2 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 2. The proprietor of Lot 2 shall attend to payment of same without delay.

- (d) The proprietors for the time being of Lot 3 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 3A, the proprietors for the time being of Lot 3 being responsible to keep that area in a clean and tidy condition shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason, the proprietors of Lot 3 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 3. The proprietor of Lot 3 shall attend to payment of same without delay.

- (e) The proprietors for the time being of Lot 4 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 4A, the proprietors for the time being of Lot 4 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason, the proprietors of Lot 4 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 4. The proprietor of Lot 4 shall attend to payment of same without delay.

- (f) The proprietors for the time being of Lot 5 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 5A, the proprietors for the time being of Lot 5 being responsible to keep that area in a clean and tidy

condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason, the proprietors of Lot 5 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 5. The proprietor of Lot 5 shall attend to payment of same without delay.

- (g) The proprietors for the time being of Lot 6 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 6A, the proprietors for the time being of Lot 6 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason, the proprietors of Lot 6 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 6. The proprietor of Lot 6 shall attend to payment of same without delay.

- (h) The proprietors for the time being of Lot 7 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 7A, the proprietors for the time being of Lot 7 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason, the proprietors of Lot 7 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 7. The proprietor of Lot 7 shall attend to payment of same without delay.

- (i) The proprietors for the time being of Lot 8 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 8A, the proprietors for the time being of Lot 8 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason, the proprietors of Lot 8 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 8. The proprietor of Lot 8 shall attend to payment of same without delay.

- (j) The proprietors for the time being of Lot 9 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 9A, the proprietors for the time being of Lot 9 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason, the proprietors of Lot 9 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 9. The proprietor of Lot 9 shall attend to payment of same without delay.

- (k) The proprietors for the time being of Lot 10 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 10A, the proprietors for the time being of Lot 10 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason, the proprietors of Lot 10 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 10. The proprietor of Lot 10 shall attend to payment of same without delay.

- (l) The proprietors for the time being of Lot 11 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 11A, the proprietors for the time being of Lot 11 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.
- If, for any reason, the proprietors of Lot 11 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 11. The proprietor of Lot 11 shall attend to payment of same without delay.
- (m) The proprietors for the time being of Lot 12 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 12A, the proprietors for the time being of Lot 12 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.
- If, for any reason, the proprietors of Lot 12 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 12. The proprietor of Lot 12 shall attend to payment of same without delay.
- (n) The proprietors for the time being of Lot 13 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 13A, the proprietors for the time being of Lot 13 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.
- If, for any reason, the proprietors of Lot 13 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 13. The proprietor of Lot 13 shall attend to payment of same without delay.
- (o) The proprietors for the time being of Lot 14 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 14A, the proprietors for the time being of Lot 14 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.
- If, for any reason, the proprietors of Lot 14 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 14. The proprietor of Lot 14 shall attend to payment of same without delay.
- (p) The proprietors for the time being of Lot 15 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 15A, the proprietors for the time being of Lot 15 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.
- If, for any reason, the proprietors of Lot 15 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 15. The proprietor of Lot 15 shall attend to payment of same without delay.
- (q) The proprietors for the time being of Lot 16 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 16A, the proprietors for the time being of Lot 16 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.
- If, for any reason, the proprietors of Lot 16 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping

and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 16. The proprietor of Lot 16 shall attend to payment of same without delay.

- (r) The proprietors for the time being of Lot 17 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 17A, the proprietors for the time being of Lot 17 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason, the proprietors of Lot 17 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 17. The proprietor of Lot 17 shall attend to payment of same without delay.

- (s) The proprietors for the time being of Lot 18 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 18A, the proprietors for the time being of Lot 18 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason, the proprietors of Lot 18 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 18. The proprietor of Lot 18 shall attend to payment of same without delay.

- (t) The proprietors for the time being of Lot 19 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 19A, the proprietors for the time being of Lot 19 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason, the proprietors of Lot 19 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 19. The proprietor of Lot 19 shall attend to payment of same without delay.

- (u) The proprietors for the time being of Lot 20 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 20A, the proprietors for the time being of Lot 20 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason, the proprietors of Lot 20 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 20. The proprietor of Lot 20 shall attend to payment of same without delay.

- (v) The proprietors for the time being of Lot 21 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 21A, the proprietors for the time being of Lot 21 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason, the proprietors of Lot 21 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 21. The proprietor of Lot 21 shall attend to payment of same without delay.

- (w) The proprietors for the time being of Lot 22 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 22A, the proprietors for the time being of Lot 22 being responsible to keep that area in a clean and

tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason, the proprietors of Lot 22 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 22. The proprietor of Lot 22 shall attend to payment of same without delay.

- (x) The proprietors for the time being of Lot 23 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 23A, the proprietors for the time being of Lot 23 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason, the proprietors of Lot 23 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 23. The proprietor of Lot 23 shall attend to payment of same without delay.

- (y) The proprietors for the time being of Lot 24 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 24A, the proprietors for the time being of Lot 24 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason, the proprietors of Lot 24 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 24. The proprietor of Lot 24 shall attend to payment of same without delay.

- (z) The proprietors for the time being of Lot 25 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 25A, the proprietors for the time being of Lot 25 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason, the proprietors of Lot 25 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 25. The proprietor of Lot 25 shall attend to payment of same without delay.

- (aa) The proprietors for the time being of Lot 26 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 26A, the proprietors for the time being of Lot 26 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason, the proprietors of Lot 26 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 26. The proprietor of Lot 26 shall attend to payment of same without delay.

- (bb) The proprietors for the time being of Lot 27 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 27A, the proprietors for the time being of Lot 27 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason, the proprietors of Lot 27 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 27. The proprietor of Lot 27 shall attend to payment of same without delay.

- (cc) The proprietors for the time being of Lot 28 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 28A, the proprietors for the time being of Lot 28 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason, the proprietors of Lot 28 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 28. The proprietor of Lot 28 shall attend to payment of same without delay.

- (dd) The proprietors for the time being of Lot 29 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 29A, the proprietors for the time being of Lot 29 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason, the proprietors of Lot 29 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 29. The proprietor of Lot 29 shall attend to payment of same without delay.

SCHEDULE D	OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED
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A Services Location Diagram is attached entitled "Services Location Diagram"

Lots on Plan or CP	Statutory Easement	Service Location Diagram
Lot 1 on SP 201776	Gas Line, Sewer Line, Stormwater, Electricity (Overhead & Underground), Telephone, Water, Projections, Shelter Support	Page 19-21
Lot 2 on SP 201776	Gas Line, Sewer Line, Stormwater, Electricity (Overhead & Underground), Telephone, Water, Projections, Shelter Support	Page 19-21
Lot 3 on SP 201776	Gas Line, Sewer Line, Stormwater, Electricity (Overhead & Underground), Telephone, Water, Projections, Shelter Support	Page 19-21
Lot 4 on SP 201776	Gas Line, Sewer Line, Stormwater, Electricity (Overhead & Underground), Telephone, Water, Projections, Shelter Support	Page 19-21
Lot 5 on SP 201776	Gas Line, Sewer Line, Stormwater, Electricity (Overhead & Underground), Telephone, Water, Projections, Shelter Support	Page 19-21
Lot 6 on SP 201776	Gas Line, Sewer Line, Stormwater, Electricity (Overhead & Underground), Telephone, Water, Projections, Shelter Support	Page 19-21
Lot 7 on SP 201776	Gas Line, Sewer Line, Stormwater, Electricity (Overhead & Underground), Telephone, Water, Projections, Shelter Support	Page 19-21
Lot 8 on SP 201776	Gas Line, Sewer Line, Stormwater, Electricity (Overhead & Underground),	Page 19-21

	Telephone, Water, Projections, Shelter Support	
Lot 9 on SP 201776	Gas Line, Sewer Line, Stormwater, Electricity (Overhead & Underground), Telephone, Water, Projections, Shelter Support	Page 19-21
Lot 10 on SP 201776	Gas Line, Sewer Line, Stormwater, Electricity (Overhead & Underground), Telephone, Water, Projections, Shelter Support	Page 19-21
Lot 11 on SP 201776	Gas Line, Sewer Line, Stormwater, Electricity (Overhead & Underground), Telephone, Water, Projections, Shelter Support	Page 19-21
Lot 12 on SP 201776	Gas Line, Sewer Line, Stormwater, Electricity (Overhead & Underground), Telephone, Water, Projections, Shelter Support	Page 19-21
Lot 13 on SP 201776	Gas Line, Sewer Line, Stormwater, Electricity (Overhead & Underground), Telephone, Water, Projections, Shelter Support	Page 19-21
Lot 14 on SP 201776	Gas Line, Sewer Line, Stormwater, Electricity (Overhead & Underground), Telephone, Water, Projections, Shelter Support	Page 19-21
Lot 15 on SP 201776	Gas Line, Sewer Line, Stormwater, Electricity (Overhead & Underground), Telephone, Water, Projections, Shelter Support	Page 19-21
Lot 16 on SP 201776	Gas Line, Sewer Line, Stormwater, Electricity (Overhead & Underground), Telephone, Water, Projections, Shelter Support	Page 18-21
Lot 17 on SP 201776	Gas Line, Sewer Line, Stormwater, Electricity (Overhead & Underground), Telephone, Water, Projections, Shelter Support	Page 19-21
Lot 18 on SP 201776	Gas Line, Sewer Line, Stormwater, Electricity (Overhead & Underground), Telephone, Water, Projections, Shelter Support	Page 19-21
Lot 19 on SP 201776	Gas Line, Sewer Line, Stormwater, Electricity (Overhead & Underground), Telephone, Water, Projections, Shelter Support	Page 19-21
Lot 20 on SP 201776	Gas Line, Sewer Line, Stormwater, Electricity (Overhead & Underground), Telephone, Water, Projections, Shelter Support	Page 19-21
Lot 21 on SP 201776	Gas Line, Sewer Line, Stormwater, Electricity (Overhead & Underground), Telephone, Water, Projections, Shelter Support	Page 19-21

Lot 22 on SP 201776	Gas Line, Sewer Line, Stormwater, Electricity (Overhead & Underground), Telephone, Water, Projections, Shelter Support	Page 19-21
Lot 23 on SP 201776	Gas Line, Sewer Line, Stormwater, Electricity (Overhead & Underground), Telephone, Water, Projections, Shelter Support	Page 19-21
Lot 24 on SP 201776	Gas Line, Sewer Line, Stormwater, Electricity (Overhead & Underground), Telephone, Water, Projections, Shelter Support	Page 19-21
Lot 25 on SP 201776	Gas Line, Sewer Line, Stormwater, Electricity (Overhead & Underground), Telephone, Water, Projections, Shelter Support	Page 19-21
Lot 26 on SP 201776	Gas Line, Sewer Line, Stormwater, Electricity (Overhead & Underground), Telephone, Water, Projections, Shelter Support	Page 19-21
Lot 27 on SP 201776	Gas Line, Sewer Line, Stormwater, Electricity (Overhead & Underground), Telephone, Water, Projections, Shelter Support	Page 19-21
Lot 28 on SP 201776	Gas Line, Sewer Line, Stormwater, Electricity (Overhead & Underground), Telephone, Water, Projections, Shelter Support	Page 19-21
Lot 29 on SP 201776	Gas Line, Sewer Line, Stormwater, Electricity (Overhead & Underground), Telephone, Water, Projections, Shelter Support	Page 19-21
Common Property on SP 201776	Gas Line, Sewer Line, Stormwater, Electricity (Overhead & Underground), Telephone, Water, Projections, Shelter Support	Page 19-21

DETAILS REQUIRED BY THE REGULATION MODULE TO BE INCLUDED – STATUTORY EASEMENTS

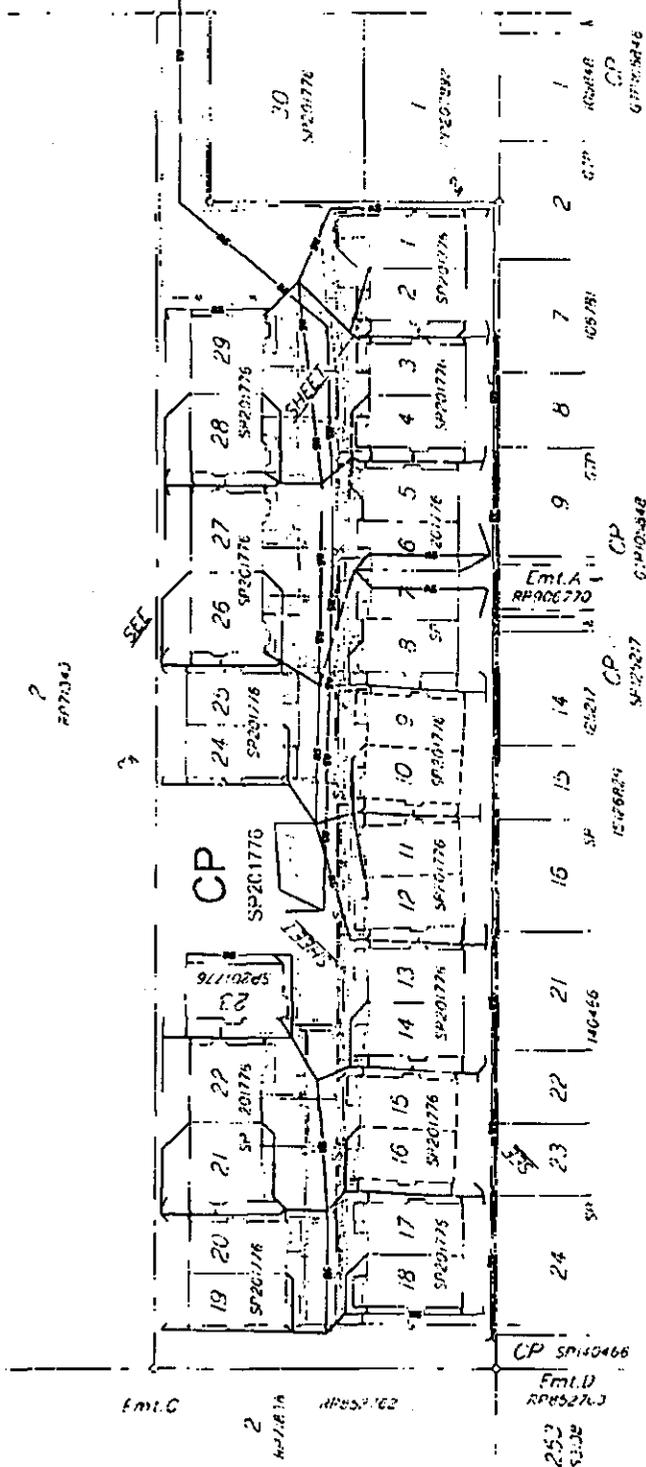
DETAILS PERMITTED BY THE REGULATION MODULE TO BE INCLUDED – NIL

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

THE LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY ARE AS FOLLOWS:

Lot 1 on SP 201776	Exclusive Use Area marked 1A on the attached Exclusive Use Plans
Lot 2 on SP 201776	Exclusive Use Area marked 2A on the attached Exclusive Use Plans
Lot 3 on SP 201776	Exclusive Use Area marked 3A on the attached Exclusive Use Plans
Lot 4 on SP 201776	Exclusive Use Area marked 4A on the attached Exclusive Use Plans
Lot 5 on SP 201776	Exclusive Use Area marked 5A on the attached Exclusive Use Plans
Lot 6 on SP 201776	Exclusive Use Area marked 6A on the attached Exclusive Use Plans
Lot 7 on SP 201776	Exclusive Use Area marked 7A on the attached Exclusive Use Plans
Lot 8 on SP 201776	Exclusive Use Area marked 8A on the attached Exclusive Use Plans
Lot 9 on SP 201776	Exclusive Use Area marked 9A on the attached Exclusive Use Plans
Lot 10 on SP 201776	Exclusive Use Area marked 10A on the attached Exclusive Use Plans
Lot 11 on SP 201776	Exclusive Use Area marked 11A on the attached Exclusive Use Plans
Lot 12 on SP 201776	Exclusive Use Area marked 12A on the attached Exclusive Use Plans
Lot 13 on SP 201776	Exclusive Use Area marked 13A on the attached Exclusive Use Plans
Lot 14 on SP 201776	Exclusive Use Area marked 14A on the attached Exclusive Use Plans
Lot 15 on SP 201776	Exclusive Use Area marked 15A on the attached Exclusive Use Plans
Lot 16 on SP 201776	Exclusive Use Area marked 16A on the attached Exclusive Use Plans
Lot 17 on SP 201776	Exclusive Use Area marked 17A on the attached Exclusive Use Plans
Lot 18 on SP 201776	Exclusive Use Area marked 18A on the attached Exclusive Use Plans
Lot 19 on SP 201776	Exclusive Use Area marked 19A on the attached Exclusive Use Plans
Lot 20 on SP 201776	Exclusive Use Area marked 20A on the attached Exclusive Use Plans
Lot 21 on SP 201776	Exclusive Use Area marked 21A on the attached Exclusive Use Plans
Lot 22 on SP 201776	Exclusive Use Area marked 22A on the attached Exclusive Use Plans
Lot 23 on SP 201776	Exclusive Use Area marked 23A on the attached Exclusive Use Plans
Lot 24 on SP 201776	Exclusive Use Area marked 24A on the attached Exclusive Use Plans
Lot 25 on SP 201776	Exclusive Use Area marked 25A on the attached Exclusive Use Plans
Lot 26 on SP 201776	Exclusive Use Area marked 26A on the attached Exclusive Use Plans
Lot 27 on SP 201776	Exclusive Use Area marked 27A on the attached Exclusive Use Plans
Lot 28 on SP 201776	Exclusive Use Area marked 28A on the attached Exclusive Use Plans
Lot 29 on SP 201776	Exclusive Use Area marked 29A on the attached Exclusive Use Plans

GROTH ROAD



'B'

FOR CLARITY OF SERVICES  
SEE SHEETS 2 & 3

- ELECTRICITY
- WATER
- STORMWATER
- SEWERAGE
- TELECOMMUNICATIONS
- GAS

**STEVE TOOHEY SURVEY**  
CONSULTING SURVEYOR Pty Ltd  
P O Box 805, BROWNS PLAINS B. C. 4118  
Wembley Plains Shopping Centre,  
Wembley Road, Browns Plains, Qld  
Telephone (07) 3800 4331  
Facsimile (07) 3806 2989  
Email: [mat@stsurvey.com.au](mailto:mat@stsurvey.com.au)

**SERVICE LOCATION DIAGRAM  
IN COMMON PROPERTY OF  
"BIRCHGROVE RESIDENTIAL COMMUNITY"  
COMMUNITY TITLES SCHEME NO. 36876.....**

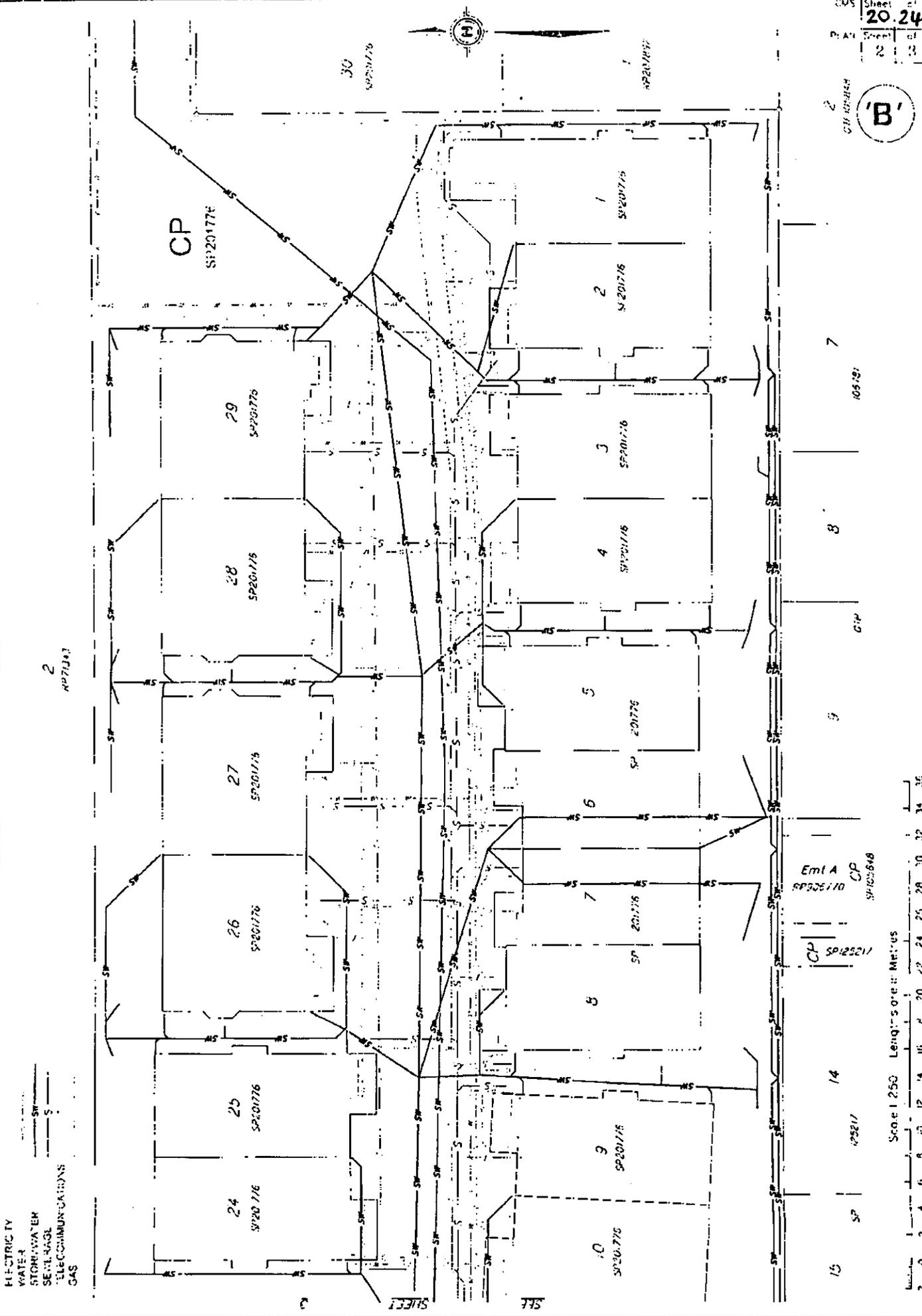
PARISH: **KEDRON** COUNTY: **Stanley** LOCAL AUTHORITY: **BRISBANE C.C.**

Vendor	SP201776	Map Ref	9543-34371	Scale	1:750
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DRAWN - S. LANGFELDS

50664972

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ELECTRIC (E)  
WATER (W)  
STORMWATER (SW)  
SEWER (S)  
ELECTRICAL (E)  
GAS (G)  
COMMUNICATIONS (C)

Scale: 1:250 Lengths are in Meters

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SP125211 CP  
SP125211 CP

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SHEET

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**21** of **24**  
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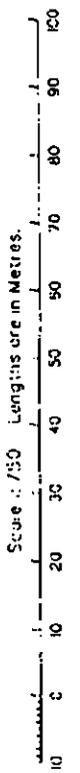
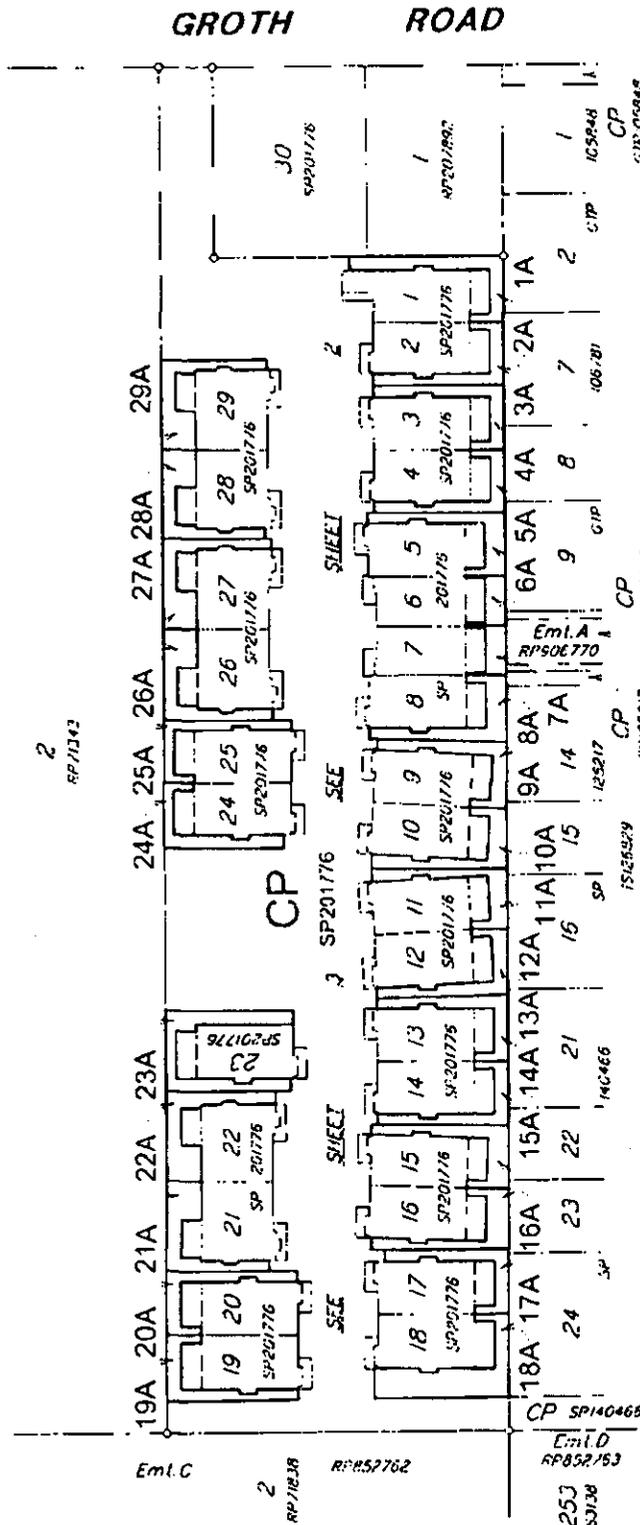
260  
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CVS	Sheet	of
	22	24
P.A.	Sheet	of
	1	3

'A'

**LEVEL A**



Areas 1A-29A are fully covered by strata title.

- Denotes fence
- - - - - Denotes face of 500
- ==== Denotes edge of Concrete

STEVE TOMMIE SURVEY PTY. LTD ACN 088 845 384  
 certify that the details shown on this sheet  
 are in accordance with the original plans.



Date 27-3-2017

**PLAN OF EXCLUSIVE USE OF COMMON PROPERTY  
 IN "BIRCHGROVE RESIDENTIAL COMMUNITY"  
 COMMUNITY TITLES SCHEME NO. 36876**

PARISH: <b>KEDRON</b>	COUNTY: <b>Stanley</b>	LOCAL AUTHORITY: <b>BRISBANE C.C.</b>
Metric: <b>SP201776</b>	Map Ref: <b>9543-34321</b>	Scale: <b>1:750</b>

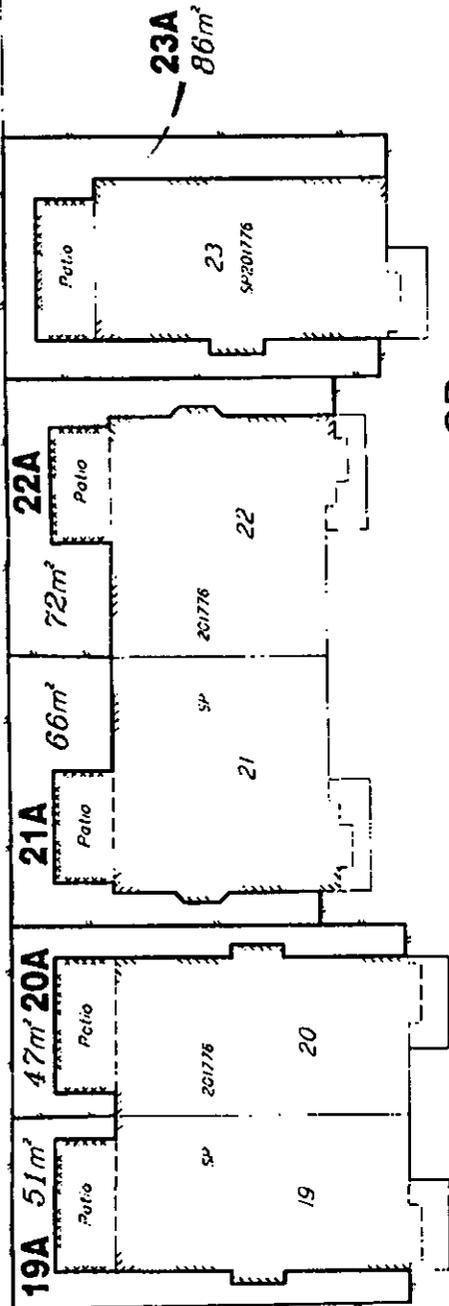
DRAWN - STANFIELDS 51070243



# LEVEL A

Scale 1:250

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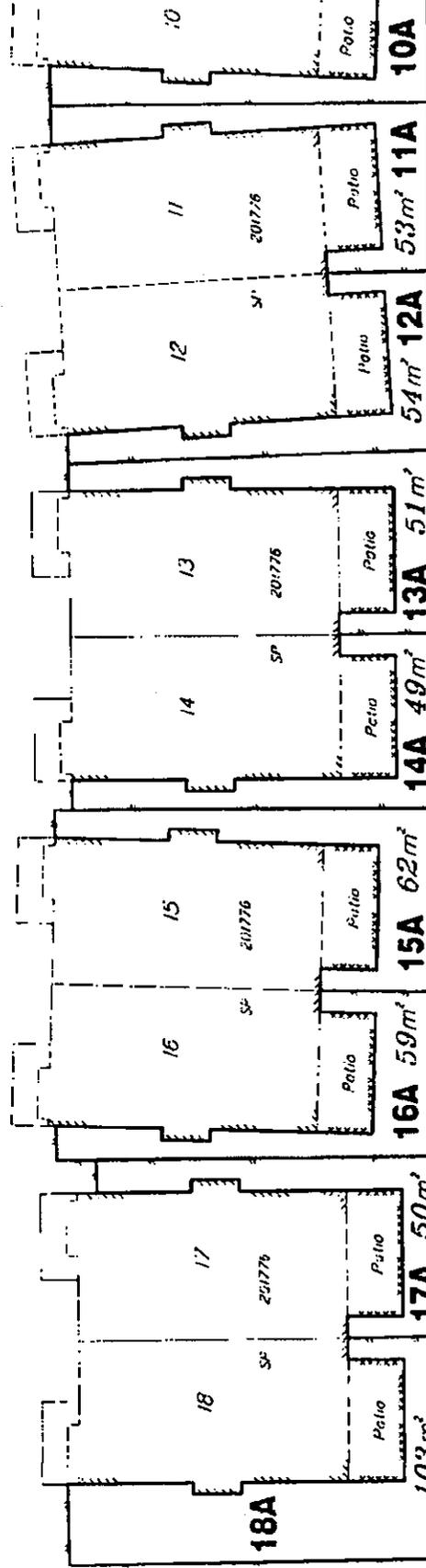
SP201776

Eml.C

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RP716JH

RP452762



Eml.D  
 RP852763  
 253  
 5308

CP

SP140465

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140465

SP 125217  
 1572829

Scale 1:250 - Lengths are in Metres



Sheet	24	of	24	
PLAN	Sheet	3	of	3

SHEET 2