

Seller disclosure statement



Queensland
Government

Property Law Act 2023 section 99

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

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

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

This statement does not include information about:

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

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

Part 1 – Seller and property details

Seller Travis James Langton and Isabelle Margaret Thwaites

Property address 20/11 Riding Road
(referred to as the
“property” in this
statement) Hawthorne, QLD, 4171

Lot on plan description L20 SP200094

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

Yes

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

No

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

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

Title details

The seller gives or has given the buyer the following—

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

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

Registered encumbrances	<p>Registered encumbrances, if any, are recorded on the title search, and may affect your use of the property. Examples include easements, statutory covenants, leases and mortgages.</p> <p>You should seek legal advice about your rights and obligations before signing the contract.</p>
Unregistered encumbrances (excluding statutory encumbrances)	<p>There are encumbrances not registered on the title that will continue <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No to affect the property after settlement.</p> <p>Note—If the property is part of a community titles scheme or a BUGTA scheme it may be subject to and have the benefit of statutory easements that are NOT required to be disclosed.</p> <p>Unregistered lease (if applicable)</p> <p>If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows:</p> <ul style="list-style-type: none"> » the start and end day of the term of the lease: » the amount of rent and bond payable: » whether the lease has an option to renew: <p>Other unregistered agreement in writing (if applicable)</p> <p>If the unregistered encumbrance is created by an agreement in writing, and is not an unregistered lease, a copy of the agreement is given, together with relevant plans, if any. <input type="checkbox"/> Yes</p> <p>Unregistered oral agreement (if applicable)</p> <p>If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows:</p>
Statutory encumbrances	<p>There are statutory encumbrances that affect the property. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>If Yes, the details of any statutory encumbrances are as follows:</i></p>
Residential tenancy or rooming accommodation agreement	<p>The property has been subject to a residential tenancy agreement or a rooming accommodation agreement under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> during the last 12 months. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, when was the rent for the premises or each of the residents' rooms last increased? <i>(Insert date of the most recent rent increase for the premises or rooms)</i></p> <p>Note—Under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> the rent for a residential premises may not be increased earlier than 12 months after the last rent increase for the premises.</p> <p>As the owner of the property, you may need to provide evidence of the day of the last rent increase. You should ask the seller to provide this evidence to you prior to settlement.</p>

Part 3 – Land use, planning and environment

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

Zoning	The zoning of the property is (<i>Insert zoning under the planning scheme, the Economic Development Act 2012; the Integrated Resort Development Act 1987; the Mixed Use Development Act 1993; the State Development and Public Works Organisation Act 1971 or the Sanctuary Cove Resort Act 1985, as applicable</i>): LMR2 - Low-Medium Density Residential		
Transport proposals and resumptions	The lot is affected by a notice issued by a Commonwealth, State or local government entity and given to the seller about a transport infrastructure proposal* to: locate transport infrastructure on the property; or alter the dimensions of the property.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	The lot is affected by a notice of intention to resume the property or any part of the property.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	<i>If Yes, a copy of the notice, order, proposal or correspondence must be given by the seller.</i>		
* <i>Transport infrastructure</i> has the meaning defined in the <i>Transport Infrastructure Act 1994</i> . A <i>proposal</i> means a resolution or adoption by some official process to establish plans or options that will physically affect the property.			
Contamination and environmental protection	The property is recorded on the Environmental Management Register or the Contaminated Land Register under the <i>Environmental Protection Act 1994</i> .	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	The following notices are, or have been, given:		
	A notice under section 408(2) of the <i>Environmental Protection Act 1994</i> (for example, land is contaminated, show cause notice, requirement for site investigation, clean up notice or site management plan).	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	A notice under section 369C(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which an environmental enforcement order applies).	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	A notice under section 347(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which a prescribed transitional environmental program applies).	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Trees	There is a tree order or application under the <i>Neighbourhood Disputes (Dividing Fences and Trees) Act 2011</i> affecting the property.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	<i>If Yes, a copy of the order or application must be given by the seller.</i>		
Heritage	The property is affected by the <i>Queensland Heritage Act 1992</i> or is included in the World Heritage List under the <i>Environment Protection and Biodiversity Conservation Act 1999</i> (Cwlth).	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Flooding	Information about whether the property is affected by flooding or another natural hazard or within a natural hazard overlay can be obtained from the relevant local government and you should make your own enquires. Flood information for the property may also be available at the FloodCheck Queensland portal or the Australian Flood Risk Information portal.		
Vegetation, habitats and protected plants	Information about vegetation clearing, koala habitats and other restrictions on development of the land that may apply can be obtained from the relevant State government agency.		

Part 4 – Buildings and structures

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

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

Part 6 – Community titles schemes and BUGTA schemes

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

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

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

Body Corporate and Community Management Act 1997	<p>The property is included in a community titles scheme. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>(If Yes, complete the information below)</i></p>
Community Management Statement	<p>A copy of the most recent community management statement for the scheme as recorded under the <i>Land Title Act 1994</i> or another Act is given to the buyer. <input checked="" type="checkbox"/> Yes</p> <p>Note—If the property is part of a community titles scheme, the community management statement for the scheme contains important information about the rights and obligations of owners of lots in the scheme including matters such as lot entitlements, by-laws and exclusive use areas.</p>
Body Corporate Certificate	<p>A copy of a body corporate certificate for the lot under the <i>Body Corporate and Community Management Act 1997</i>, section 205(4) is given to the buyer. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>If No</i>— An explanatory statement is given to the buyer that states: <input type="checkbox"/> Yes</p> <ul style="list-style-type: none"> » a copy of a body corporate certificate for the lot is not attached; and » the reasons under section 6 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot.
Statutory Warranties	<p>Statutory Warranties—If you enter into a contract, you will have implied warranties under the <i>Body Corporate and Community Management Act 1997</i> relating to matters such as latent or patent defects in common property or body corporate assets; any actual, expected or contingent financial liabilities that are not part of the normal operating costs; and any circumstances in relation to the affairs of the body corporate that will materially prejudice you as owner of the property. There will be further disclosure about warranties in the contract.</p>
Building Units and Group Titles Act 1980	<p>The property is included in a BUGTA scheme <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>(If Yes, complete the information below)</i></p>
Body Corporate Certificate	<p>A copy of a body corporate certificate for the lot under the <i>Building Units and Group Titles Act 1980</i>, section 40AA(1) is given to the buyer. <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>If No</i>— An explanatory statement is given to the buyer that states: <input type="checkbox"/> Yes</p> <ul style="list-style-type: none"> » a copy of a body corporate certificate for the lot is not attached; and » the reasons under section 7 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot. <p>Note—If the property is part of a BUGTA scheme, you will be subject to by-laws approved by the body corporate and other by-laws that regulate your use of the property and common property.</p>

Signatures – SELLER

Travis Langton



Signature of seller

Signature of seller

Travis Langton

Isabelle Thwaites

Name of seller

Name of seller

03-02-2026

02-02-2026

Date

Date

Signatures – BUYER

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

Signature of buyer

Signature of buyer

Name of buyer

Name of buyer

Date

Date

CURRENT TITLE SEARCH
QUEENSLAND TITLES REGISTRY PTY LTD

Request No: 54858280
Search Date: 29/01/2026 10:56

Title Reference: 50867663
Date Created: 14/12/2011

Previous Title: 13085131
50503122

REGISTERED OWNER

Dealing No: 721265239 18/11/2021

TRAVIS JAMES LANGTON
ISABELLE MARGARET THWAITES JOINT TENANTS

ESTATE AND LAND

Estate in Fee Simple

LOT 20 SURVEY PLAN 200094
Local Government: BRISBANE CITY
COMMUNITY MANAGEMENT STATEMENT 43200

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10067002 (POR 72B)
Deed of Grant No. 19503192 (POR 72A)
2. MORTGAGE No 721265240 18/11/2021 at 13:16
BANK OF QUEENSLAND LIMITED A.C.N. 009 656 740

ADMINISTRATIVE ADVICES - NIL
UNREGISTERED DEALINGS - NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

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

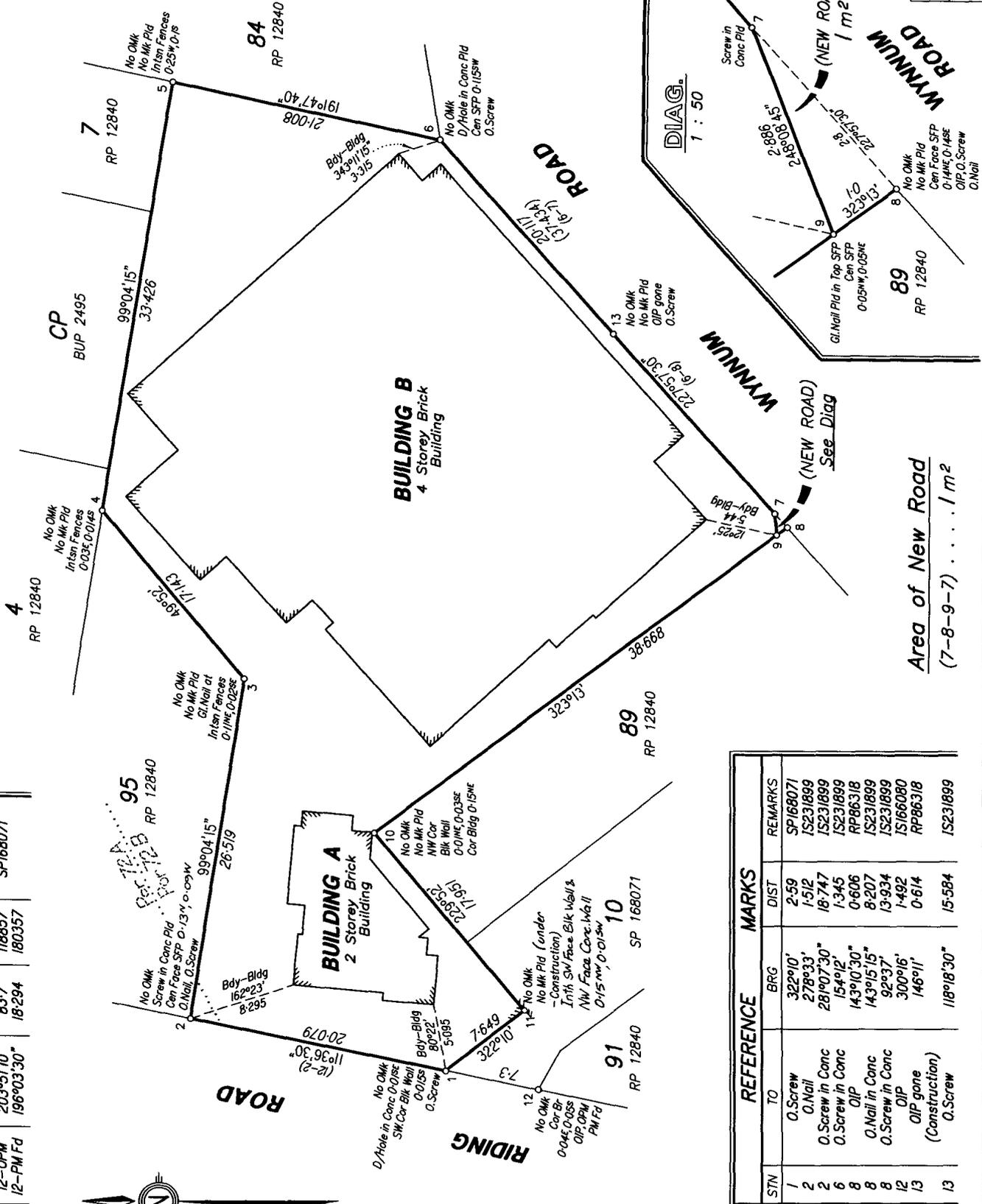
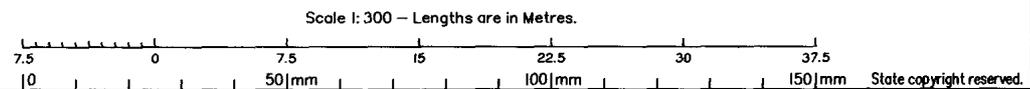
Land Title Act 1994 : Land Act 1994
Form 21 Version 2

SURVEY PLAN

Sheet 1 of 5

Base Parcel Area 2161m²

PERMANENT MARKS		
PM	BRG	DIST
12-OPM	203°51'10"	83.7
12-PM Fd	196°03'30"	18.294
	No.	REMARKS
	118857	SP168071
	180357	



REFERENCE MARKS			
STN	TO	BRG	DIST
1	O.Screw	322°10'	2.59
2	O.Nail	278°33'	1.512
6	O.Screw in Conc	281°07'30"	18.747
8	O.Screw in Conc	154°12'	1.345
8	OIP	143°10'30"	0.606
8	O.Nail in Conc	143°15'15"	8.207
8	O.Screw in Conc	92°37'	1.934
12	OIP	300°16'	1.492
13	OIP gane (Construction)	146°11'	0.614
13	O.Screw	118°18'30"	15.554
		REMARKS	
		SP168071	
		IS231899	
		IS231899	
		IS231899	
		RP66318	
		IS231899	
		IS166080	
		RP66318	
		IS231899	

I, Kenneth Edward McDONALD, hereby certify that the land comprised in this plan was surveyed by, Ryan Matthew GREER registered surveying associate for whose work I accept responsibility and that the plan is accurate, that the said survey was performed in accordance with the Survey and Mapping Infrastructure Act 2003 and Surveyors Act 2003 and associated Regulations and Standards and that the said survey was completed on 21/10/2011.

24/10/2011 *K. McDonald*
Date Cadastral Surveyor

PLAN OF
LOTS 1 - 27 & Common Property
Cancelling Lots 85 & 86 on RP12840, Lot 2 on RP66318 & Lot 11 on SP168071
PARISH: **BULIMBA** COUNTY: **Stanley**
Meridian: of IS 231899 F/N's: NO

Scale: **1:300**
Format: **BUILDING**

SP200094
Plan Status:

714196775

\$2385.55
05/12/2011 10:52

BH 400 NT

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

Registered

5. Lodged by *CSM*
*P.O. BOX 3100,
LOGANHOLME, 4119
PH 88064688
LODGER CODE: BH030*

(Include address, phone number, and Lodger Code)

1. Certificate of Registered Owners or Lessees.

1/We REGAL EAGLE PTY. LTD. A.C.N. 139 920 273

(Names in full)

*as Registered Owners of this land agree to this plan and dedicate the Public Use Land as shown hereon in accordance with Section 50 of the Land Title Act 1994.

*as Lessees of this land agree to this plan. *REGAL EAGLE PTY LTD
ACN 139 920 273*

[Signature] DIRECTOR
[Signature] DIRECTOR
Signature of *Registered Owners *Lessees-

6. Existing

Existing			Created		
Title Reference	Lot	Plan	Lots	Interests	Road
11319183	85	RP 12840	6-8, 15-17, 24, 25 & CP	-	-
11319183	86	RP 12840	5-10, 14-19, 23-27 & CP	-	-
13085131	2	RP 86318	2-5, 10, 11-14, 19, 20-23, 27 & CP	-	-
50503122	11	SP 168071	1-3, 10, 11, 20 & CP	-	-

MORTGAGE

LOTS FULLY ENCUMBERED

LOTS PARTIALLY ENCUMBERED

713696090

1-27

-

* Rule out whichever is inapplicable

2. Local Government Certificate.

* BRISBANE CITY COUNCIL

hereby approves this plan in accordance with the:

% INTEGRATED PLANNING ACT 1997

Dated this *Second* day of *December, 2011*

[Signature]
LESLIE HOWARD ACWORTH
Appointed Officer

* Insert the name of the Local Government
Insert designation of signatory or delegation

% Insert Integrated Planning Act 1997 or
Local Government (Planning & Environment) Act 1990

3. Plans with Community Management Statement :

CMS Number : 43200
Name : "MIRADOR"

4. References :

Dept File :
Local Govt :
Surveyor : 08121

7. Portion Allocation :

Por.72A	CP
Por.72B	1-27 & CP
Orig	Lots

8. Map Reference :

9543-33234

9. Locality :

HAWTHORNE

10. Local Government :

BRISBANE CITY COUNCIL

11. Passed & Endorsed :

By : Ken McDONALD
Date : 24/10/2011
Signed : *[Signature]*
Designation : Cadastral Surveyor

Development Approval : 23/7/2008

12. Building Format Plans only.

I certify that :
* As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or road;

* Part of the building shown on this plan encroaches onto adjoining lots and road.
[Signature] 11/12/2011
Cadastral Surveyor/Director * Date
* delete words not required

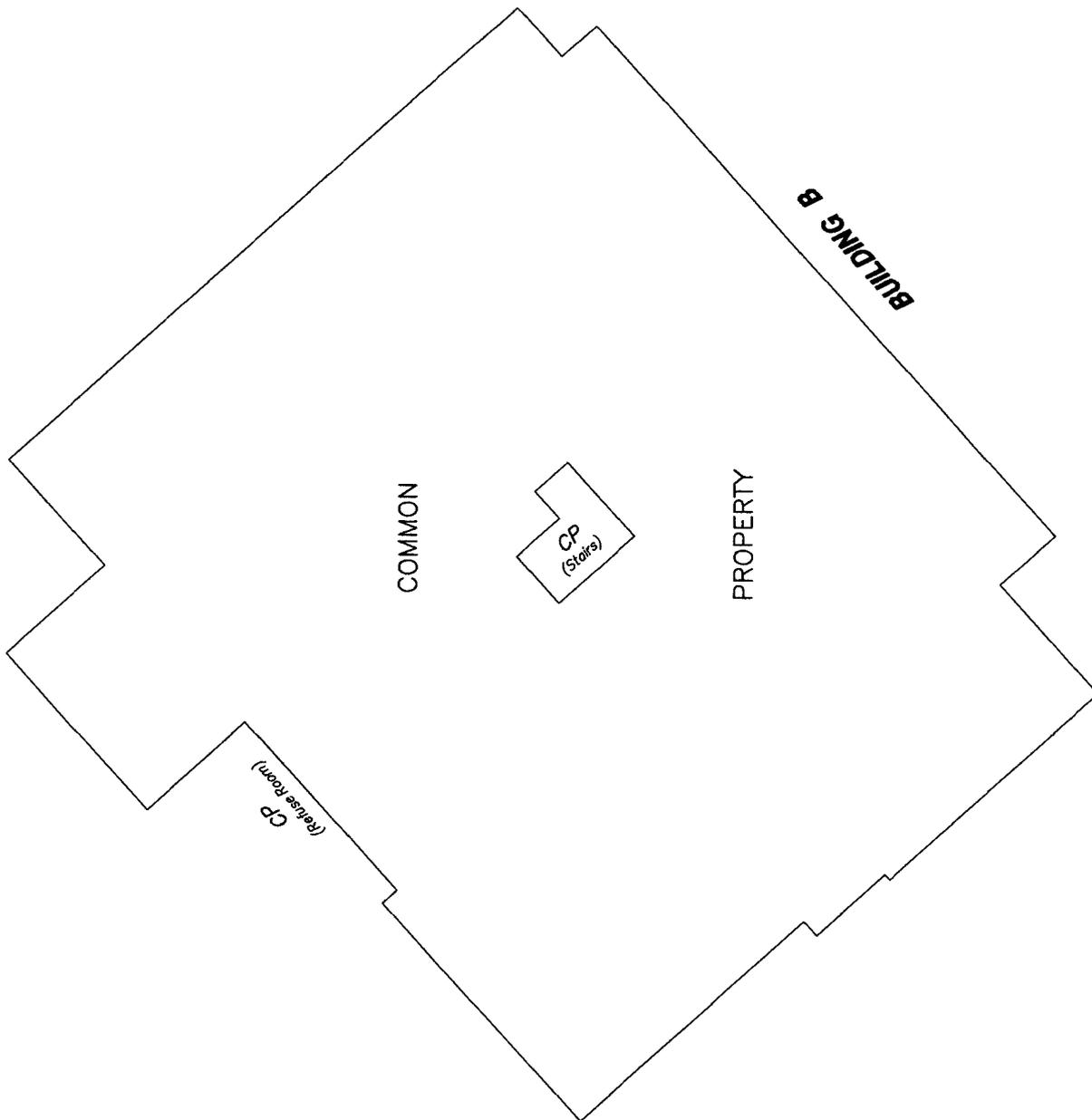
13. Lodgement Fees :

Survey Deposit \$
Lodgement \$
..... New Titles \$
Photocopy \$
Postage \$
TOTAL \$

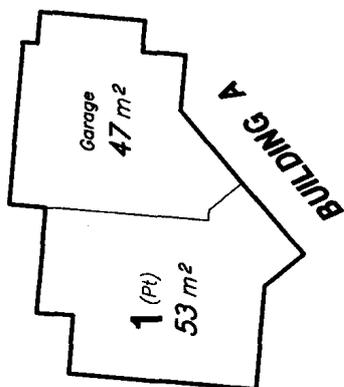
14. Insert Plan Number

SP200094

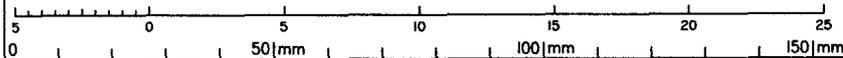
C.P. - Denotes Common Property



LEVEL A
GROUND
Scale 1 : 200

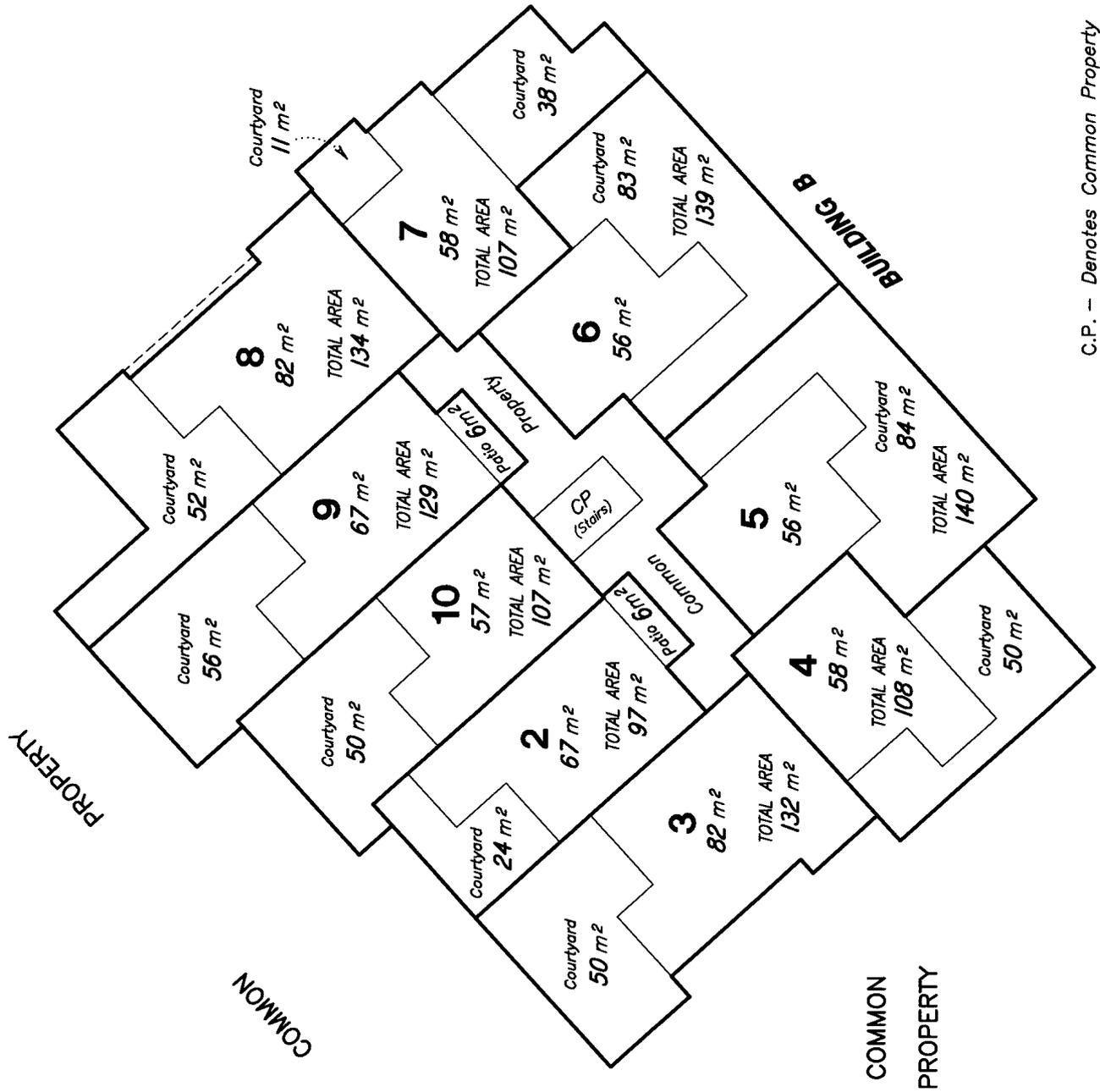


Scale 1: 200 - Lengths are in Metres.



State copyright reserved.

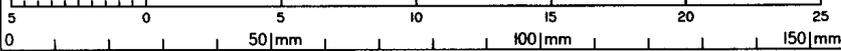
Insert Plan Number **SP200094**



C.P. -- Denotes Common Property
- - - - Denotes Level Below



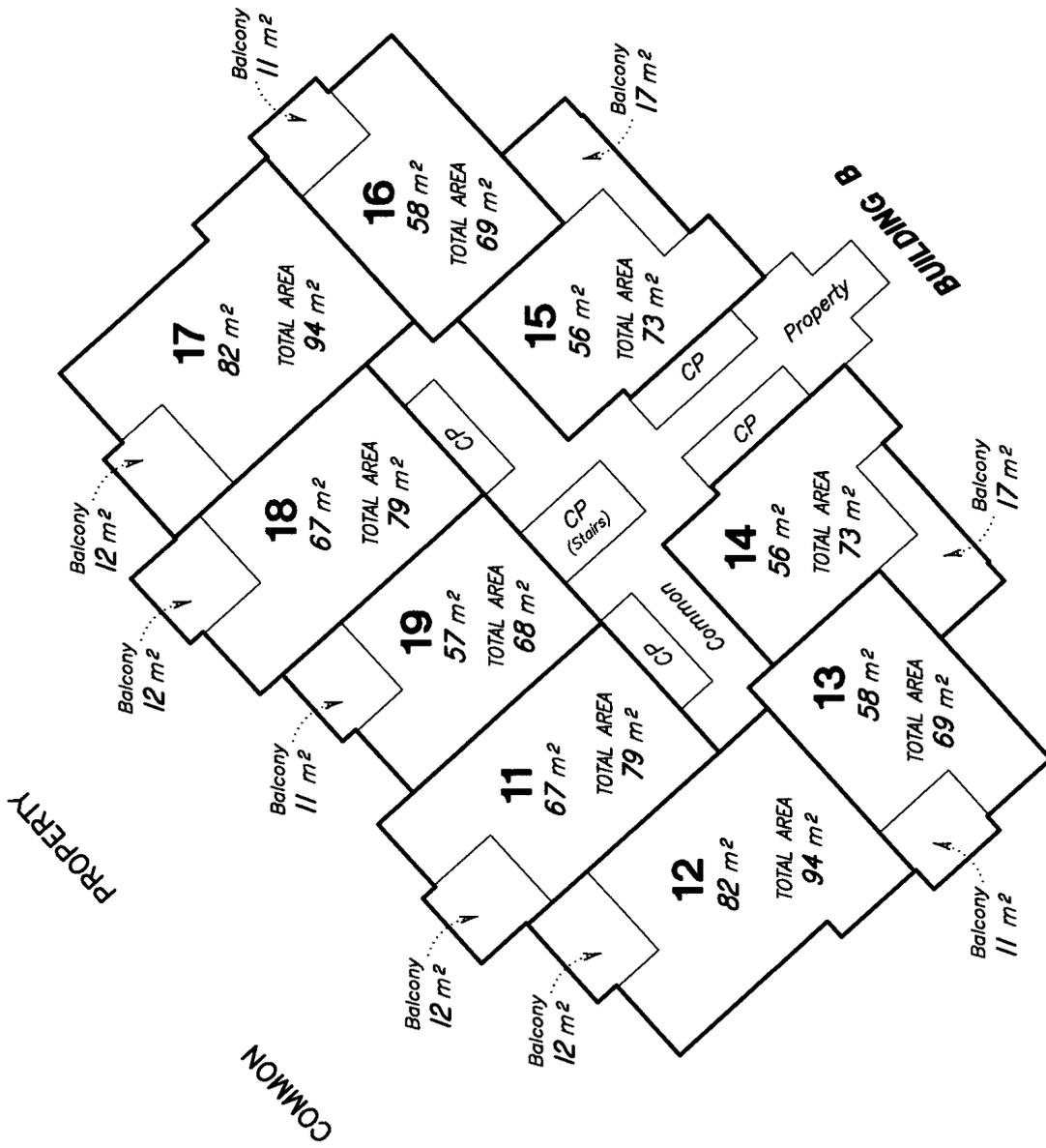
Scale 1:200 - Lengths are in Metres.



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Insert Plan Number **SP200094**

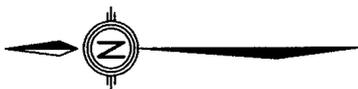
08/21



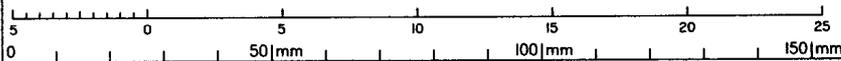
PROPERTY

COMMON

C.P. — Denotes Common Property
--- Denotes Level Below



Scale 1:200 — Lengths are in Metres.



State copyright reserved.

Insert Plan Number **SP200094**

08/21

BCCM**Form 33**

Department of Justice

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

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

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

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

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

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

This certificate does not include information about:

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

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

The community management statement

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

The Office of the Commissioner for Body Corporate and Community Management

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

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

The information in this certificate is issued on 28/01/2026

Becoming an owner

When you become an owner of a lot in a community titles scheme, you:

- automatically become a member of the body corporate and have the right to participate in decisions about the scheme;
- must pay contributions towards the body corporate's expenses in managing the scheme; and
- must comply with the body corporate by-laws.

You must tell the body corporate that you have become the owner of a lot in the scheme within 1 month of settlement. You can do this by using the BCCM Form 8 Information for body corporate roll. Fines may apply if you do not comply.

How to get more information

You can inspect the body corporate records which will provide important information about matters not included in this certificate. To inspect the body corporate records, you can contact the person responsible for keeping body corporate records (see below), or you can engage the services of a search agent. Fees will apply.

Planning and development documents can be obtained from the relevant local government or other planning authority. Some relevant documents, such as the development approval, may be available from the body corporate, depending on when and how the body corporate was established.

Contacting the body corporate

The body corporate is an entity made up of each person who owns a lot within a community titles scheme.

Name and number of the community titles scheme

MIRADOR

CTS No. 43200

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: **Gerard McMahon**

Company: **ALPHA STRATA**

Phone: **07 5444 2755**

Email: **info@alpha-strata.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: **20**

Plan type and number: **SP 200094**

Plan of subdivision: **BUILDING FORMAT PLAN**

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

Regulation module

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

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

The regulation module that applies to this scheme is the:

Accommodation

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

Layered arrangements of community titles schemes

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

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

No

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

Building management statement

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

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

No

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

By-laws and exclusive use areas

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

What by-laws apply?

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

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

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

General by-laws

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

Exclusive use areas

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

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

Yes

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

listed in the community management statement

Lot entitlements and financial information

Lot entitlements

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

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

Contribution schedule

Contribution schedule lot entitlement for the lot: **40**
 Total contribution schedule lot entitlements for all lots: **1,100**

Interest schedule

Interest schedule lot entitlement for the lot: **382**
 Total interest schedule lot entitlements for all lots: **10,000**

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 **20** for the current financial year: \$ **2,840.00**

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

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

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

Period	Due date	Amount due	Amount due if discount applied	Paid
01/12/24 to 28/02/25	01/12/24	635.60	635.60	25/11/24
01/03/25 to 31/05/25	01/03/25	635.60	635.60	02/04/25
01/06/25 to 31/08/25	01/07/25	784.40	784.40	25/06/25
01/09/25 to 30/11/25	01/09/25	784.40	784.40	26/08/25
01/12/25****28/02/26	01/12/25	710.00	710.00	25/11/25
01/03/26****31/05/26	01/03/26	710.00	710.00	

Amount overdue **Nil**
 Amount Unpaid including amounts billed not yet due **\$710.00**

Sinking fund contributions

Total amount of contributions (before any discount) for lot **20** for the current financial year: \$ **1,760.00**

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

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

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

Period	Due date	Amount due	Amount due if discount applied	Paid
01/12/24 to 28/02/25	01/12/24	391.20	391.20	25/11/24
01/03/25 to 31/05/25	01/03/25	391.20	391.20	02/04/25
01/06/25 to 31/08/25	01/07/25	488.80	488.80	25/06/25
01/09/25 to 30/11/25	01/09/25	488.80	488.80	26/08/25
01/12/25****28/02/26	01/12/25	440.00	440.00	25/11/25
01/03/26****31/05/26	01/03/26	440.00	440.00	

Amount overdue **Nil**
 Amount Unpaid including amounts billed not yet due **\$440.00**

Special contributions - Administrative Fund (IF ANY)

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

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

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

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

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

Period	Due date	Amount due	Amount due if discount applied	Paid

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

Special contributions - Sinking Fund (IF ANY)

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

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

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

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

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

Due date	Amount due	Amount due if discount applied	Paid

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

Other contributions

	Period	Due date	Amount due	Amount due if discount applied	Paid
Insurance Levy	01/12/24 to 28/02/25	01/12/24	171.90	171.90	25/11/24
Insurance Levy	01/03/25 to 31/05/25	01/03/25	171.90	171.90	02/04/25
Insurance Levy	01/06/25 to 31/08/25	01/07/25	156.62	156.62	25/06/25
Insurance Levy	01/09/25 to 30/11/25	01/09/25	156.62	156.62	26/08/25
Insurance Levy	01/12/25 to 28/02/26	01/12/25	164.26	164.26	25/11/25
Insurance Levy	01/03/26 to 31/05/26	01/03/26	164.26	164.26	

Other amounts payable by the lot owner

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

Summary of amounts due but not paid by the current owner

At the date of this certificate

Annual contributions	Nil
Special contributions	Nil
Other contributions	Nil
Other payments	Nil
Penalties	Nil
Total amount overdue <small>(Total Amount Unpaid including not yet due \$1,314.26)</small>	Nil

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

Common property and assets

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

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

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

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

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

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

Yes - you can obtain a copy from the body corporate records - last sinking fund report: 04/05/23

Current sinking fund balance (as at date of certificate): \$ 205,865.73

Improvements to common property the lot owner is responsible for

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

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

Body corporate assets

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

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

Insurance

The body corporate must insure the common property and assets for full replacement value and public risk. The body corporate must insure, for full replacement value, the following buildings where the lots in the scheme are created:

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

Body corporate insurance policies

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

TYPE/COMPANY	POLICY NO.	SUM INSURED	PREMIUM	DUE DATE	EXCESS
BUILDING Longitude Insurance	LNG-STR-20205842	11,765,267.00	17,555.54	06/12/26	\$2,000 basic and as per policy wording \$5,000 fire, \$500 audit, \$1,000 legal
PUBLIC LIABILITY Longitude Insurance	LNG-STR-20205842	20,000,000.00		06/12/26	
OFFICE BEARERS Longitude Insurance	LNG-STR-20205842	1,000,000.00		06/12/26	
COMMON CONTENTS Longitude Insurance	LNG-STR-20205842	117,653.00		06/12/26	
PERSONAL ACCID. VOL. Longitude Insurance	LNG-STR-20205842	200,000/2k		06/12/26	
FIDELITY GUARANTEE Longitude Insurance	LNG-STR-20205842	100,000.00		06/12/26	
LOSS RENT / TEMP ACC Longitude Insurance	LNG-STR-20205842	1,764,790.00		06/12/26	
LOT OWNERS FIXTURES Longitude Insurance	LNG-STR-20205842	300,000.00		06/12/26	
BUILDING CATASTROPHE Longitude Insurance	LNG-STR-20205842	3,529,580.00		06/12/26	
LEGAL EXPENSES Longitude Insurance	LNG-STR-20205842	50,000.00		06/12/26	
GOVERNMENT AUDIT COS Longitude Insurance	LNG-STR-20205842	30,000.00		06/12/26	
WH&S BREACHES Longitude Insurance	LNG-STR-20205842	150,000.00		06/12/26	

Alternative insurance

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

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

No

Lot owner and occupier insurance

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

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

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

Contracts and authorisations

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

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

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

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

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

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

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

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

Yes - Name of caretaking service contractor engaged: Bodhitree W Property Management Services Pty Ltd ACN 622 811 769

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

Yes - Name of authorised letting agent: Bodhitree W Property Management Services Pty Ltd ACN 622 811 769

Embedded network electricity supply

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

Yes

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

Body corporate authority

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

Name/s ALPHA STRATA

Positions/s held Body Corporate Manager

Date 28/01/2026

Signature/s _____



Copies of documents given with this certificate:

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

MIRADOR CTS 43200

Contractor Name & Address	Details of Duties	Delegated Powers	Basis of Remuneration	Commencement Date	Term of Contract	Options	Copy of Agreement on File	Workers Comp No	Termination Date	Name of Financier	Date of Advice from Financier	Withdrawal
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Alpha Strata

PO Box 907 CALOUNDRA QLD 4551	Refer Administration Agreement		Refer Administration Agreement	01/04/25	1 year				31/03/26			
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Bodhitree W Property Management Services Pty Ltd ACN 622 811 769

1109/123 Cavendish Road COORPAROO QLD 4151	Caretaking/Letting		Monthly in arrears	04/07/12	25 years				03/07/37			
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Locality Planning Energy

Foundation Place Level 8 8 Market Lane MAROOCHYDORE QLD 4558	Supply & bill electricity		Refer agreement	01/06/25	1 year				31/05/26			
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Foundation Place Level 8 8 Market Lane MAROOCHYDORE QLD 4558	Supply & billing hot water		As per usage	10/04/21	10 Years		Y					
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Suite 306 55 Plaza Parade MAROOCHYDORE QLD 4558	Solar panel install & elec supply		As per agreement	31/05/22	10 years				30/05/32			
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Locality Planning Energy Pty Ltd

PO Box 5737 MAROOCHYDORE QLD 4558	Cold water recovery	Refer Agreement	Refer Agreement	01/07/24	10 years							
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Queensland Door Doctor

PO Box 237 JIMBOOBMA QLD 4280	Service Carpark Entry Door		Six monthly service	19/02/19	Month to Month							
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MIRADOR CTS 43200

11 Riding Road Hawthorne Qld 4171

BALANCE SHEET

AS AT 30 NOVEMBER 2025

	ACTUAL 30/11/2025	ACTUAL 30/11/2024
<u>OWNERS FUNDS</u>		
Administrative Fund	(3,540.08)	392.80
Sinking Fund	193,963.22	152,981.25
<u>TOTAL</u>	<u>\$ 190,423.14</u>	<u>\$ 153,374.05</u>
 <u>THESE FUNDS ARE REPRESENTED BY</u>		
 <u>CURRENT ASSETS</u>		
Cash At Bank	74,183.59	87,640.83
Investment Mat 07/06/26 4.00%	135,000.00	80,000.00
Other Arrears	0.00	50.00
Secondary Debtors	0.16	0.00
<u>TOTAL ASSETS</u>	209,183.75	167,690.83
 <u>LIABILITIES</u>		
Arrears Clearing Acc	350.00	50.00
Levies In Advance	16,218.47	12,304.78
Other Payments In Advance	2,192.14	1,962.00
<u>TOTAL LIABILITIES</u>	18,760.61	14,316.78
 <u>NET ASSETS</u>	 <u>\$ 190,423.14</u>	 <u>\$ 153,374.05</u>

MIRADOR CTS 43200

11 Riding Road Hawthorne Qld 4171

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 DECEMBER 2024 TO 30 NOVEMBER 2025

	ACTUAL	BUDGET	ACTUAL
	01/12/24-30/11/25	01/12/24-30/11/25	01/12/23-30/11/24
<u>ADMINISTRATIVE FUND</u>			
<u>INCOME</u>			
Levies - Administrative Fund	78,100.00	78,100.00	70,400.00
Insurance Levy	17,200.00	17,200.00	18,000.00
Interest On Overdue Levies	59.67	0.00	93.28
<u>TOTAL ADMIN. FUND INCOME</u>	95,359.67	95,300.00	88,493.28
<u>EXPENDITURE - ADMIN. FUND</u>			
Bank - Stratapay Fees	54.69	150.00	126.51
Bank Charges (Gst Incl)	0.00	0.00	29.85
Body Corporate Administration	5,002.34	5,075.00	3,872.17
Body Corporate Addtnl Svcs	2,227.00	2,000.00	2,732.62
Caretaker	29,148.36	29,800.00	28,616.64
Cleaning Materials	2,722.81	2,500.00	2,118.60
Cleaning Services	5,891.60	6,300.00	5,891.60
Committee Expenses	2,400.00	2,400.00	2,400.00
Community Power	4,138.65	3,600.00	1,483.44
Consultants Fees	0.00	1,000.00	4,950.00
Disbursements	2,997.72	3,000.00	2,825.17
Extra Refuse Removal-Inc Tax	0.00	80.00	22.50
Fire Equip - Contract Mntnce	3,832.02	4,000.00	4,669.02
Fire Equipment Rep & Maint	1,204.94	2,000.00	298.10
Gardening Expenses	3,050.00	3,000.00	3,060.75
Insurance	17,177.96	17,176.00	16,545.90
Legal Expenses	10,639.37	3,000.00	0.00
Licences & Permits (Excl Gst)	0.00	150.00	146.00
Pest Control	490.00	550.00	490.00
Prepare Tax Returns	260.00	260.00	419.50
Rep & Maint - Building	1,200.00	3,000.00	1,815.00
Rep & Maint - Doors & Windows	564.30	1,000.00	3,201.00
Rep & Maint - Electrical	2,763.00	1,000.00	0.00
Rep & Maint - Plumbing	1,920.00	1,000.00	1,905.12
Stratamax Fees	0.00	0.00	237.60
Water Usage - No Tax	1,607.79	3,000.00	2,528.99
<u>TOTAL ADMIN. EXPENDITURE</u>	99,292.55	95,041.00	90,386.08
<u>SURPLUS / DEFICIT</u>	\$ (3,932.88)	\$ 259.00	\$ (1,892.80)

MIRADOR CTS 43200

11 Riding Road Hawthorne Qld 4171

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 DECEMBER 2024 TO 30 NOVEMBER 2025

	ACTUAL	BUDGET	ACTUAL
	01/12/24-30/11/25	01/12/24-30/11/25	01/12/23-30/11/24
Opening Admin. Balance	392.80	392.80	2,285.60
<u>ADMINISTRATIVE FUND BALANCE</u>	<u>\$ (3,540.08)</u>	<u>\$ 651.80</u>	<u>\$ 392.80</u>

MIRADOR CTS 43200

11 Riding Road Hawthorne Qld 4171

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 DECEMBER 2024 TO 30 NOVEMBER 2025

	ACTUAL 01/12/24-30/11/25	BUDGET 01/12/24-30/11/25	ACTUAL 01/12/23-30/11/24
<u>SINKING FUND</u>			
<u>INCOME</u>			
Levies - Sinking Fund	48,400.00	48,400.00	43,010.00
Interest Received	4,665.67	2,000.00	0.00
<u>TOTAL SINKING FUND INCOME</u>	53,065.67	50,400.00	43,010.00
<u>EXPENDITURE - SINKING FUND</u>			
Building	8,785.00	3,000.00	5,854.24
Electrical	979.00	0.00	2,159.50
Fencing	2,319.70	13,000.00	0.00
General Repairs	0.00	0.00	3,080.00
Painting	0.00	7,500.00	0.00
Plumbing	0.00	0.00	4,577.10
<u>TOTAL SINK. FUND EXPENDITURE</u>	12,083.70	23,500.00	15,670.84
<u>SURPLUS / DEFICIT</u>	\$ 40,981.97	\$ 26,900.00	\$ 27,339.16
Opening Sinking Fund Balance	152,981.25	152,981.25	125,642.09
<u>SINKING FUND BALANCE</u>	\$ 193,963.22	\$ 179,881.25	\$ 152,981.25

Register Of Authorisations Affecting Common Property

MIRADOR CTS 43200

Lot No	Date of Resolution	Authority Given To	Description of Area	Conditions
There are no items to report!				

Queensland Titles Registry Pty Ltd
 ABN 23 648 568 101

Search Date: 29/01/2026 08:48

Request No: 54854508

SCHEME NAME

MIRADOR COMMUNITY TITLES SCHEME 43200

BODY CORPORATE ADDRESS

PO BOX 907
 CALOUNDRA QLD
 4551

COMMUNITY MANAGEMENT STATEMENT No: 43200

Title	Lot	Plan	Title	Lot	Plan
50867643	CP	SP 200094	50867644	1	SP 200094
50867645	2	SP 200094	50867646	3	SP 200094
50867647	4	SP 200094	50867648	5	SP 200094
50867649	6	SP 200094	50867650	7	SP 200094
50867651	8	SP 200094	50867652	9	SP 200094
50867653	10	SP 200094	50867654	11	SP 200094
50867655	12	SP 200094	50867656	13	SP 200094
50867657	14	SP 200094	50867658	15	SP 200094
50867659	16	SP 200094	50867660	17	SP 200094
50867661	18	SP 200094	50867662	19	SP 200094
50867663	20	SP 200094	50867664	21	SP 200094
50867665	22	SP 200094	50867666	23	SP 200094
50867667	24	SP 200094	50867668	25	SP 200094
50867669	26	SP 200094	50867670	27	SP 200094

COMMUNITY MANAGEMENT STATEMENT Dealing No: 714196763

** End of Community Titles Scheme Search **



714196763

\$132.50

05/12/2011 10:49

BH 460

1. Nature of requestREQUEST TO RECORD FIRST COMMUNITY
MANAGEMENT STATEMENT FOR MIRADOR
COMMUNITY TITLES SCHEME**Lodger** (Name, address, E-mail & phone number)Campbell Staines & Mellifont
PO Box 3100
LOGANHOLME QLD 4129
PH: 07 3806 4488
Ref: GPM**Lodger
Code**
030**2. Lot on Plan Description****County****Parish****Title Reference**

LOT 11 ON SP 168071

STANLEY

BULIMBA

50503122

LOT 2 ON RP 86318

STANLEY

BULIMBA

13085131

LOT 85 ON RP 12840

STANLEY

BULIMBA

11319183

LOT 86 ON RP 12840

STANLEY

BULIMBA

11319183

3. Registered Proprietor/State Lessee

REGAL EAGLE PTY LTD ACN 139 920 273

4. Interest

FEE SIMPLE

5. Applicant

REGAL EAGLE PTY LTD ACN 139 920 273

6. Request

I hereby request that: the first CMS deposited herewith be recorded as the Community Management Statement for Mirador Community Titles Scheme and that 178 Albion Road, Windsor QLD 4060 be recorded as the address for service of the body corporate of the scheme.

7. Execution by applicant

2/12/2011

Execution Date

GREGORY PAUL MELLIFONT,
Solicitor

Applicant's or Solicitor's Signature

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

43200

Office use only

CMS LABEL NUMBER

This statement incorporates and must include the following:

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

<p>1. Name of community titles scheme Mirador</p>	<p>2. Regulation module Accommodation</p>												
<p>3. Name of body corporate Body Corporate for Mirador Community Titles Scheme</p>													
<p>4. Scheme land</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;">Lot on Plan Description</th> <th style="width: 15%;">County</th> <th style="width: 15%;">Parish</th> <th style="width: 30%;">Title Reference</th> </tr> </thead> <tbody> <tr> <td>Common Property for Mirador Community Titles Scheme</td> <td>Stanley</td> <td>Bulimba</td> <td>11319183) New 13085131) titles</td> </tr> <tr> <td>Lots 1 - 27 on SP200094</td> <td>Stanley</td> <td>Bulimba</td> <td>50503122) to) issue</td> </tr> </tbody> </table>		Lot on Plan Description	County	Parish	Title Reference	Common Property for Mirador Community Titles Scheme	Stanley	Bulimba	11319183) New 13085131) titles	Lots 1 - 27 on SP200094	Stanley	Bulimba	50503122) to) issue
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<p>5. Name and address of original owner # Regal Eagle Pty Ltd ACN 139 920 273 5 Carnoustie Court, Robina, Qld, 4226</p>	<p>6. Reference to plan lodged with this statement SP 200094</p>												

7. Local Government community management statement notation

Marisa Menin signed

MARISA MENIN PRINCIPAL PLANNER name and designation

..... name of Local Government

Brisbane City Council

8. Execution by original owner/Consent of body corporate

Regal Eagle Pty Ltd ACN 139 920 273

31/10/2011

Execution Date

[Signature]
Director

[Signature]
Director/Secretary
***Execution**

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

Privacy Statement

Collection of this information is authorised by 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 NR&W see <http://www.nrw.qld.gov.au/about/privacy/index.html>.

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS
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Lot on Plan	Contribution	Interest
Lot 1 on SP200094	50	543
Lot 2 on SP200094	40	370
Lot 3 on SP200094	45	403
Lot 4 on SP200094	40	353
Lot 5 on SP200094	40	358
Lot 6 on SP200094	40	358
Lot 7 on SP200094	40	361
Lot 8 on SP200094	45	403
Lot 9 on SP200094	40	378
Lot 10 on SP200094	40	345
Lot 11 on SP200094	40	370
Lot 12 on SP200094	40	394
Lot 13 on SP200094	40	337
Lot 14 on SP200094	40	345
Lot 15 on SP200094	40	345
Lot 16 on SP200094	40	337
Lot 17 on SP200094	40	394
Lot 18 on SP200094	40	370
Lot 19 on SP200094	40	320
Lot 20 on SP200094	40	382
Lot 21 on SP200094	40	394
Lot 22 on SP200094	40	350
Lot 23 on SP200094	40	353
Lot 24 on SP200094	40	353
Lot 25 on SP200094	40	361
Lot 26 on SP200094	40	386
Lot 27 on SP200094	40	337
TOTALS	1100	10000

Unequal Lot Entitlements

Principles for deciding the Lot Entitlements for each Lot

1. The Contribution Schedule Lot Entitlements

The relativity principle is the principle that has been used for deciding the contribution schedule lot entitlements for the Lots included in this Scheme.

1(A) As required by Section 46A of the *Body Corporate and Community Management Act 1997*, in applying the relativity principle for the contribution schedule lot entitlements for the scheme regard has been had to the following relevant factors:

- (a) how the community titles scheme is structured;
- (b) the nature, features and characteristics of the lots in the scheme;
- (c) the purpose for which the lots are used
- (d) the impact the lots may have on the costs of maintaining the common property; and
- (e) the market value of the lots.

(B) On the basis of these factors, and applying the relativity principle, it is just and equitable for there to be a variation in the contribution schedule lot entitlements for the scheme. The contribution

schedule lot entitlements for all lots varies between a minimum of 40 out of a total of 1,100 and a maximum of 50 out of a total of 1,100.

The difference in lot entitlements recognises that the factors stated above do not impact on how much each lot should contribute to certain body corporate costs such as bank fees, secretarial fees, audit fees, printing, postage and outlays and that all lots should contribute equally to those body corporate costs. However, the structure of the scheme and the features and characteristics of the lots result in a differential burden on the costs of the body corporate for repair and maintenance of the common property. When allocating the lot entitlements to be included in the lot entitlement contribution schedule, each of the factors stated above impacts on the allocation in the following ways.

(a) Structure of the scheme

The community titles scheme is a basic community titles scheme. The common property facilities (for example: major thoroughfares/corridors and landscaping) are part of the community titles scheme. This factor does not contribute to the differences in the contribution schedule lot entitlements.

(b) Nature features and characteristics of the lots in the scheme

All of the Lots are part of a building on a building format plan. The body corporate is only responsible for the repair and maintenance of common property within the scheme. This includes the external walls, windows of the building, roof, utility infrastructure and utility services. In allocating the contribution schedule lot entitlements, the following features or characteristics of lots in the scheme increase the burden the lots places on the body corporate expenditure for the maintenance, cleaning and repair of the common property on the following bases:

(i) The external common property that benefits the lot:

The external surface area of the lot, which as part of the common property comprises, amongst other things: the exterior walls which require painting and maintenance, window frames and fittings and glass, screens and louvers, roofing membrane and materials. The greater the exposure of the lot to the common property, the greater the common property to be maintained by the body corporate and consequently the greater the lot entitlement. Therefore units that have a greater perimeter of external wall have a greater contribution schedule lot entitlement and contribution. For this scheme, the majority of the lots will have the same impact on costs and therefore the same contribution schedule lot entitlement. Lots 3 and 8 do however have a greater impact than all of the other lots, except lot 1, which has a greater impact than all other lots.

(ii) The internal common property that benefits that lot

The internal common property comprises, amongst other things, utility infrastructure, pipes and electrical wiring. These all require maintenance and replacement. Therefore units that enjoy a great amount of these, especially with regard to special authority or exclusive use to enjoy areas that benefit from this property, have a greater lot entitlement and contribution. For this scheme, the majority of the lots will have the same impact on costs and therefore the same contribution schedule lot entitlement. Lots 3 and 8 do however have a greater impact than all of the other lots, except lot 1, which has a greater impact than all other lots.

(c) The purpose for which lots are used

All of the Lots are to be used for residential purposes and this factor does not contribute in any way to the differences in the contribution schedule lot entitlements.

(d) The impact the lots may have on the costs of maintaining the common property

The details referred to under paragraph (b) above are also relevant to consideration of matters relating to this factor. The number of potential occupants in a lot may also have an impact on the cost of maintaining those parts of the common property that are subject to wear and tear by residents. That has not been given any consideration in determining the differences in lot entitlements in this scheme.

(e) The market value of the lots

The market value of the lots in this scheme are different, however the differences in market value is attributable, in the main, to the matters referred to in paragraph (b) above. As those matters have

already been taken into account when considering other factors, this factor does not contribute in any way to the differences in the contribution schedule lot entitlements.

2. The Interest Schedule Lot Entitlements

The market value principle is the principle that has been used for deciding the interest schedule lot entitlements for the Lots included in this Scheme.

SCHEDULE B	EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND
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Sections 66(1)(f) and (g) of the Body Corporate and Community Management Act 1997 are not applicable.

SCHEDULE C	BY-LAWS
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1. Interpretation

In these By-Laws, except where inconsistent with the context, the following terms have the following meanings:-

- (a) **"the Act"** means the Body Corporate and Community Management Act 1997;
- (b) **"the Building"** means the building or buildings contained within the Scheme Land;
- (c) **"Common Property"** means all land contained in the Community Titles Scheme that is not included in a Lot;
- (d) **"Committee"** means the committee of the Body Corporate elected or otherwise appointed from time to time as provided for in the Regulation Module;
- (e) **"the Community Management Statement"** means the community management statement to which these By-Laws are annexed;
- (f) **"the Community Titles Scheme"** means the community titles scheme identified in Item 1 of the Community Management Statement;
- (g) **"Lot"** means a Lot in the Community Titles Scheme;
- (h) **"Management Caretaking and Letting Agreement"** means an agreement made between the Body Corporate and the Manager to provide services for the control, management and administration of the Common Property and to provide letting and ancillary services to the owners and occupiers of any Lot.
- (i) **"Management Caretaking and Letting Service"** means the business of carrying out the caretaking duties in respect of the Common Property and the conduct of a letting agent business;
- (j) **"the Manager"** means a person or corporation who has been engaged and/or authorised by the Body Corporate to supply caretaking and/or management and/or letting services for the benefit of the Common Property or Lots included in the Community Titles Scheme;
- (k) **"Original Owner"** means the person identified in Item 5 of the Community Management Statement and includes successors or assigns;
- (l) **"Regulated Parking Area"** means an area of the Scheme Land designated as being available for use by visitors, owners or occupiers of Lots included in the Scheme, for parking vehicles;

- (m) **“Regulation Module”** means the regulation module identified in Item 2 of the Community Management Statement;
- (n) **“Scheme Land”** means the scheme land identified in Item 4 of the Community Management Statement and includes the Lots and the Common Property and all improvements thereon.

2. Noise

- 2.1 An owner or occupier of a Lot and their servants or agents must not make, or permit, any noise in the Lot or upon the Common Property which is likely to interfere in any way with the peaceful enjoyment of other owners or occupiers of Lots or any person lawfully using the Common Property.
- 2.2 In the event of unavoidable noise in a Lot at any time, the owner or occupier of a Lot must take all practical steps to minimise the effect of the noise on other owners or occupiers of Lots by closing all doors, windows and curtains of its Lot and such further steps as may be necessary.
- 2.3 All musical instruments, radios, television receivers and sound equipment must be controlled so that the sound is reasonable and does not cause an annoyance to any other owner or occupier of a Lot. Such equipment and instruments shall not be operated between the hours 10.00pm and 7.00am in such a manner as to be audible at all to any other owner or occupier of a Lot.
- 2.4 An owner or occupier of a Lot must not permit a social gathering in its Lot to cause any noise which interferes with the quiet enjoyment of any other owners or occupiers of Lots at any time of the day or night.
- 2.5 An owner or occupier of a Lot must request guests leaving after 10.00pm to leave quietly and quietness must be observed when an owner or occupier of a Lot returns to the Building after 10.00pm and before 7.00am.

3. Vehicles

- 3.1 The owner or occupier of a Lot may:-
 - (a) park a vehicle in an exclusive use area allocated to the owner's Lot;
 - (b) permit an invitee to park a vehicle in a Regulated Parking Area.
- 3.2 The owner or occupier of a Lot must not, without the written approval of the Committee:-
 - (a) park a vehicle, or allow a vehicle to stand, in the Common Property except in an exclusive use area allocated to that particular Lot; or
 - (b) permit an invitee to park a vehicle, or allow a vehicle to stand, on the Common Property, other than in a Regulated Parking Area.
- 3.3 An approval under subsection 3.2 must state the period for which it is given, however, the Body Corporate may cancel the approval by giving 7 days written notice to the owner or occupier, *with the exception of the designated visitor parking.*
- 4. **Obstruction** The owner or occupier of a Lot must not obstruct the lawful use of the Common Property by someone else.

5. Damage to lawns etc

- 5.1 The owner or occupier of a Lot must not, without the Body Corporate's written approval:-
 - (a) damage a lawn, garden, shrub, plant or flower on the Common Property; or

(b) use a part of the Common Property as a garden.

5.2 An approval under subsection 5.1 must state the period for which it is given.

5.3 However, the Body Corporate may cancel the approval by giving 7 days written notice to the occupier.

6. **Damage to Common Property and Body Corporate Assets**

6.1 An owner or occupier of a Lot must not, without the Body Corporate's written approval, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the Common Property.

6.2 An owner or occupier of a Lot must not mark damage or deface any Body Corporate asset.

6.3 However, an owner or occupier may install a locking or safety device to protect the Lot against intruders, or a screen to prevent the entry of animals or insects, if the device or screen is soundly built and is consistent with the colour, style and materials of the building.

6.4 The owner of a Lot must keep a device installed under subsection 6.3 in good order and repair.

7. **Behaviour of invitees** An owner or occupier of a Lot must take reasonable steps to ensure that the owner's or occupier's invitees do not behave in a way likely to interfere with the peaceful enjoyment of another Lot or the Common Property.

8. **Leaving rubbish etc on the Common Property** The owner or occupier of a Lot must not leave rubbish or other materials on the Common Property in a way or place likely to interfere with the enjoyment of the Common Property by someone else.

9. **Appearance of Lot**

9.1 The owner or occupier of a Lot must not, without the Body Corporate's written approval, make a change to the external appearance of the Lot unless the change is minor and does not detract from the amenity of the Lot and its surrounds.

9.2 The owner or occupier of a Lot must not, without the Body Corporate's written approval:-

(a) hang washing, bedding, or other cloth article if the article is visible from another Lot or the Common Property, or from outside the Scheme Land; or

(b) display a for sale notice, sign, advertisement, placard, banner, pamphlet or similar article if the sign or article is visible from another Lot or the Common Property, or from outside the Scheme Land.

9.3 Section 9.2(b) does not apply to a Lot while it remains in the ownership of the original owner of the Scheme Land.

9.4 An owner or occupier of a Lot which contains a balcony, courtyard or private yard is responsible for the maintenance of that area and must ensure that all plants are kept in good condition. Any plant growth must not extend beyond the boundaries of any Lot or exclusive use area or interfere in the use and enjoyment of any other Lot.

9.5 All balconies and courtyards or private yards must remain unenclosed with no shutters, glazing, louvres or similar permanent fixtures other than those consistent with the "Brisbane City Plan 2000 – Residential Code" and clearly depicted on the drawings approved by the Brisbane City Council under the decision notice dated 23 July 2008 in respect of development application No. A001994173.

- 9.6 All Lots must be kept clean and free from infestation by vermin and insects.
- 9.7 An owner or occupier of a Lot which contains or has the benefit of exclusive use of a balcony, courtyard or private yard may keep and use a barbeque within that area. Any barbeque must be of a reasonable size taking into account the size of the outdoor area so that it does not detract from the appearance of the Lot. Any barbeque must not extend beyond the boundaries of any Lot or exclusive use area or interfere with the use and enjoyment of any other Lot.
- 10. Storage of flammable materials**
- 10.1 The owner or occupier of a Lot must not, without the Body Corporate's written approval, store a flammable substance on the Common Property.
- 10.2 The owner or occupier of a Lot must not, without the Body Corporate's written approval, store a flammable substance on the Lot unless the substance is used or intended for use for domestic purposes.
- 10.3 However, this section does not apply to the storage of fuel in:-
- (a) the fuel tank of a vehicle, boat, or internal combustion engine; or
 - (b) a tank kept on a vehicle or boat in which fuel is stored under the requirements of the law regulating the storage of flammable liquid.
- 11. Garbage disposal**
- 11.1 Unless the Body Corporate provides some other way of garbage disposal, the owner or occupier of a Lot must keep a receptacle for garbage in a clean and dry condition and adequately covered on the Lot, or on a part of the Common Property designated by the Body Corporate for the purpose.
- 11.2 The owner or occupier of a Lot must:-
- (a) comply with all local government local laws about disposal of garbage; and
 - (b) ensure that the owner or occupier does not, in disposing of garbage, adversely affect the health, hygiene or comfort of the occupiers of other Lots.
- 12. Keeping of animals**
- 12.1 Subject to the Act and this By-Law the owner or occupier of a Lot must not, without the Body Corporate's written approval, which may be refused in the absolute discretion of the Body Corporate:-
- (a) bring or keep an animal on the Lot or the Common Property; or
 - (b) permit an invitee to bring or keep an animal on the Lot or the Common Property.
- 12.2 Notwithstanding clause 12.1, the Body Corporate will not unreasonably refuse consent to allow each owner or occupier to keep one small dog (not exceeding 10kg in weight) or small cat, in the owner's Lot and to access the Lot over the common Property subject to the right of the Body Corporate to require the owner or occupier to remove the animal in circumstances where the owner is in breach of this By-Law 12 or the animal is otherwise creating a nuisance or annoyance to other owners or occupiers of the building.
- 12.3 An owner or occupier must ensure that the animal is quiet at all times, wear an identification tag at all times, remains on a lead at all times when on Common Property and that all animal excrement is cleaned up.

13. **External Appearance** No works may be performed in on or to a Lot which will in any way alter the external appearance of the Lot without the consent in writing of the Body Corporate.
14. **Structural Alteration** No structural alteration may be made to a Lot (including any alteration to water electrical installations or work for the purpose of enclosing in any manner the balcony (if any) of any Lot) without the prior permission in writing of the Body Corporate.
15. **External Blinds and Security Screens** No external blinds, security screens or fly screens may be erected without the previous consent in writing of the Body Corporate.
16. **Curtains, blinds, shutters etc.** Curtains, blinds or shutters visible from outside the Lot must have a backing of a colour and design approved by the Body Corporate. In giving its approval the Body Corporate must ensure so far as practicable that the curtain, blind or shutter backings used in all Lots present a uniform appearance when viewed from outside the Scheme Land. The Body Corporate must not unreasonably refuse consent to white backed curtains or timber shutters of a white or natural timber colour.
17. **Wireless and Television Aerials** No outside wireless or television aerials may be erected without the previous consent in writing of the Body Corporate.
18. **Windows and Glass** The internal and external faces of all windows must be kept clean and promptly replaced with fresh glass of the same kind and weight as at present if broken or cracked.
19. **Water Apparatus** The water closets conveniences and other water apparatus including waste pipes and drains must not be used for any purposes other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance may be deposited in them. The cost of rectifying any damage or blockage resulting from misuse or negligence must be borne by the owner of the Lot concerned.
20. **Repair** Prompt notice must be given of any accident to or defect in the water pipes gas pipes electric installations or fixtures.
21. **Storage** Empty bottles, boxes, used containers and similar items must be stored tidily and so far as possible, out of sight. The Body Corporate may designate parts of the Common Property as storage areas and may make rules as to the use of the storage areas by the owners.
22. **Car Spaces** Car spaces must be kept tidy and free of litter. No items may be stored in car spaces, except motor vehicles, bicycles and motor bikes unless stored in an approved storage locker. No storage locker may be installed unless the consent of the Body Corporate is first obtained.
23. **Insurance** An owner or occupier of a Lot must not do anything in its Lot which increases the rate of fire insurance payable by the Body Corporate or which may conflict with the laws and/or regulations about fires or any insurance policy.
24. **Auction Sale** Owners will not permit any auction sale to be conducted or take place on the Common Property without consent of the Body Corporate. This By-Law does not apply to the original owner. Nothing contained in this By-Law prohibits an auction sale being conducted in a Lot.
25. **Rules** The Body Corporate may make rules about the Common Property not inconsistent with these By-Laws. All rules must be observed by the owners or occupiers of Lots until they have been revoked by an ordinary resolution at a general meeting of the owners. Without

limiting the powers of the Body Corporate under this By-Law, the Body Corporate may make rules regarding smoking on Common Property within the Building.

26. **Display Unit** The original owner of the Scheme Land may until it has sold all Lots in the Community Titles Scheme open and maintain a display unit and erect on the Common Property those signs and display notices as it considers appropriate to assist in its marketing.
27. **Security** The Body Corporate may take all reasonable steps to ensure the security of the Body Corporate assets and the observance of these By-Laws and without limitation:-
- 27.1 close off any part of the Common Property not required for access to a Lot or car parking space on either a temporary or permanent basis or otherwise restrict the access to or use of any part of the Common Property;
- 27.2 permit any designated part of the Common Property to be used by any security person, firm or company (to the exclusion of owners and occupiers generally) as a means of monitoring the security and general safety of the Scheme Land;
- 27.3 obtain, install and maintain locks, alarms, communication systems and other security devices.
28. **Storage Areas** The Committee may, from time to time, designate part or parts of the Common Property as storage areas and the owners are entitled to use such storage areas for storage purposes, subject to any rules which the Committee may from time to time make relating to the use of such storage areas.
29. **Permitted Use of Lots**
- 29.1 The Lots in the Community Titles Scheme may only be used for residential purposes.
- 29.2 Where a car space, balcony, storage area or private yard forms part of a Lot then the area must only be used for its designated purpose.
- 29.3 An owner or occupier must not use a Lot for any purpose which is illegal.
30. **Supply of Utilities** The Body Corporate may at its election supply or engage another person to supply Utilities in the Community Titles Scheme and if so the following will apply:-
- 30.1 the Body Corporate has the power to enter into a contract for the purchase of Utilities, on the most economical basis, for the whole of the Community Titles Scheme from the relevant authority;
- 30.2 the Body Corporate has the power to sell Utilities to each owner or occupier in the Community Titles Scheme;
- 30.3 the Body Corporate may (at the relevant Owner's expense) arrange for the installation of separate meters for each Lot to measure consumption of any of the Utilities in the Lot;
- 30.4 if the Body Corporate sells Utilities to owners/occupiers, each owner or occupier must purchase and use all Utilities consumed in the owner's or occupier's Lot direct from the Body Corporate and must not purchase electricity from any other source;
- 30.5 the Body Corporate is not required to supply to any owner or occupier any Utilities beyond those Utility Services which the relevant authority is able to supply at any particular time;
- 30.6 the Body Corporate may charge for the Utilities (including for the installation of, and the costs associated with, utility infrastructure for the measurement of consumption of services) but only to the extent necessary for reimbursing the Body Corporate for the cost (including labour) of

supplying the Utilities and the cost of measuring consumption and collection of tariffs for consumption.

- 30.7 The Body Corporate may engage a service contractor to purchase Utilities on behalf of the Body Corporate, supply utilities to the owners or occupiers of Lots in the Scheme, read consumption on Utility meters and collect a reasonable fee for providing the service.
- 30.8 The Body Corporate may render accounts to each owner or occupier. The accounts are payable to the Body Corporate within fourteen (14) days of the delivery;
- 30.9 in respect of an account which has been rendered pursuant to these By-Laws, then an owner or occupier is liable, jointly and severally with any person who was liable to pay the Utilities accounts when that owner or occupier became the owner or occupier of that Lot;
- 30.10 in the event that a proper account for the supply of Utilities is not paid by its due date for payment, then the Body Corporate is entitled to:-
- 30.11 recover the amount of the unpaid account or accounts (whether or not a formal demand has been made) as a liquidated debt due to it in any Court of Competent Jurisdiction; and/or
- 30.12 disconnect the supply of Utilities to the relevant Lot;
- 30.13 the Body Corporate is not, under any circumstances whatsoever, responsible or liable for any failure of the supply of Utilities due to breakdowns, repairs, maintenance, strikes, accidents or causes of any class or description.
- 30.14 the Body Corporate may, from time to time, determine a security deposit to be paid by each owner or occupier who is connected to the supply of the Utilities as a guarantee against non-payment of accounts for the supply of the Utilities.
- 30.15 In this By-Law, "**Utilities**" means at the election of the Body Corporate any one or more of the following:-
- (a) reticulated electricity;
 - (b) water;
 - (c) hot water;
 - (d) gas.

31. **Security Systems**

- 31.1 All security equipment installed on the Common Property and used in connection with the provision of security for the Scheme Land will, with the exception of that equipment installed upon any Lot be and remain the property of the Body Corporate.
- 31.2 The Body Corporate may make rules and regulations for the operation and use of the security equipment and owners and occupiers must ensure compliance with the rules and regulations until revoked or amended by resolution of the Body Corporate.
- 31.3 The owners and occupiers of Lots acknowledge that the security keying system is designed to enhance the security and safety of occupants in the Building and must keep keys safe and report the loss of any keys to the Body Corporate or its representative. The Body Corporate may in its discretion limit the number of keys to the Common Property available to owners of Lots and must maintain a register of all key allocations.
- 31.4 The Body Corporate is not responsible to any owner or occupier in the event of any failure or malfunction of the security system.

32. **Air Conditioning**

- 32.1 The owner of a Lot must not alter, replace or modify any air conditioning unit which services the Lot without the prior approval of the Body Corporate and provided the owner complies with all of the following:-
- (a) The air conditioning unit is a modern split system.
 - (b) The air conditioning unit is located within the Lot and the condenser located on the balcony of the Lot or in an area of common property designated by the Body Corporate.
 - (c) The location of any part of the air conditioning unit is screened with a material approved by the Body Corporate so that is not able to be seen externally.
 - (d) The air conditioning unit is installed by a reputable contractor approved by the Body Corporate.
 - (e) Suitable provision is made for the run off of excess water from the condenser.
 - (f) A sound attenuating device is installed which reduces the noise level emanating from the condenser to a level which is acceptable to the Body Corporate.
 - (g) The condenser is mounted in a manner which keeps any vibration to a minimum.
- 32.2 No other form of air-conditioning other than the type referred to in By-Law 32.1 may be installed without the approval of the Body Corporate which may be granted or refused in the absolute discretion of the Body Corporate.
- 32.3 The Body Corporate is deemed to have approved all air conditioning units installed by the original owner during construction.
- 32.4 The owner or occupier of the Lot must not remove an air conditioning unit without the prior written consent of the Body Corporate.
- 32.5 The owner or occupier of the Lot must at its cost:-
- (a) maintain the air conditioning unit which services its Lot in a good and proper working order and repair; and
 - (b) replace any part of the air-conditioning system which is worn out or broken.
- 33. Cable TV, PABX and Video System**
- 33.1 The Body Corporate will have the power and authority to:-
- (a) permit any person to install cabling, wiring, ducting, conduits, amplifiers, satellite dish and any other equipment ("**the Equipment**") necessary for the provision of a PABX system or similar telephone exchange system, cable television services, video system, satellite services and similar services to the Scheme Land; and
 - (b) enter into agreements for the provision of such PABX system, cable television services or video system with any such provider of such services or similar services on such terms and conditions as the Body Corporate may determine in its absolute discretion.
- 33.2 The Body Corporate may approve and ratify any agreements evidencing the grant of the rights referred to in By-Law 33.1 and any ancillary documents relating to those agreements or any amendments, variations and/or assignments of those agreements which may be entered into by the Body Corporate prior to the date on which this By-Law is registered in the Department of Natural Resources and Water.

34. Management

34.1 The Body Corporate is empowered to enter into any agreement for the purpose of providing a Management Caretaking and Letting service to the Scheme Land.

34.2 The appointed Manager is entitled to enter all Scheme Land for the purpose of carrying out its obligations pursuant to the Management Caretaking and Letting Agreement, whether to a Lot or to an adjoining Lot or Common Property, or to ensure that the By-laws are being observed.

35. Right of Entry

35.1 An owner or occupier of a Lot, upon receiving reasonable notice from the Body Corporate (except in the case of an emergency where no notice is required), shall allow the Body Corporate or the Manager or any contractors, sub-contractors, workmen or other person authorised by it, the right of access to its Lot for the purpose of carrying out works or effecting repairs on mains, pipes, wires or connections of any water, sewerage, drainage, gas, electricity, telephone or other system or service, whether to its Lot or to an adjoining Lot or Common Property, or to ensure that the By-laws are being observed.

35.2 Such repair, maintenance or renewal shall be at the expense of the owner of the relevant Lot in cases where the need for such repair, maintenance, repair or renewal is due to any act or default of the owner or the occupier of its Lot.

35.3 If not so permitted the Body Corporate, its servants, agents, employees, contractors or the Manager, may effect entry and such entry shall not constitute trespass.

35.4 An owner or occupier of a Lot shall allow the Body Corporate or Manager or any contractors, sub-contractors, workmen or other person authorised by it, the right of access to the Lot for the purpose of:-

(a) cleaning the interior and exterior of all windows and glass doors; and

(b) reading electricity and air conditioning meters.

35.5 the Body Corporate or the Manager, in exercising this power, shall ensure that agents, servants, employees or contractors cause as little inconvenience to an owner or occupier of a Lot as is reasonable in the circumstances.

36. Special Privileges

While there is a Management Caretaking and Letting Agreement:-

36.1 The Body Corporate will not itself, directly or indirectly, provide any of the services set out in the Management Caretaking and Letting Agreement;

36.2 The Body Corporate will not allow any person or company other than the party to those agreements to provide, from the Scheme Land, any of the services set out in the Management Caretaking and Letting Agreement;

36.3 The Body Corporate will not enter into with any other person or entity an agreement similar to the Management Caretaking and Letting Agreement;

36.4 The Body Corporate must not grant to any other person or corporation the right to conduct any business of a similar nature to the letting business from within the Scheme Land nor must the Body Corporate (or any of its members individually) directly or indirectly conduct or attempt to conduct any business of a similar nature to the letting business from within the Scheme Land;

36.5 The Body Corporate must not make any part of the Common Property available to any persons or corporation for the purpose of conducting a letting business; and

36.6 The Body Corporate will continue to be responsible to carry out its duties pursuant to the *Body Corporate and Community Management Act* in respect of any Common Property for which special privileges have been granted pursuant to this By-Law.

37. Car Park Exclusive Use

37.1 The owner or occupier for the time being of each relevant Lot in the Community Titles Scheme is entitled to the exclusive use and enjoyment for itself and its licensees as a car space of that part or those parts of the Common Property as is allocated in Schedule E and identified by reference to Lot number on the sketch marked "EU" attached to Schedule E.

37.2 The owner or occupier must keep and maintain the area of exclusive use granted to it clean and tidy and in a state of good repair.

37.3 If the owner or occupier fails to keep and maintain the area of exclusive use granted to it, the Body Corporate may enter the exclusive use area and carry out maintenance and repair and recover the cost from the owner.

37.4 The right of exclusive use to use the car space extends only to the underside of any pipes, ducts, cables, lights or other services that are suspended from the underside of the slab in the car park and does not extend to the underside of the slab. The owner or occupier must not object to the installation, maintenance or repair of such services by the Body Corporate or to any access required through the exclusive use area for that purpose.

38. Storage Areas Exclusive Use

38.1 The owner or occupier for the time being of each relevant Lot in the Community Titles Scheme is entitled to the exclusive use and enjoyment for itself and its licensees as a storage area of that part or those parts of the Common Property as is allocated in Schedule E and identified by reference to Lot number on the sketch marked "EU" attached to Schedule E.

38.2 The owner or occupier must keep and maintain the area of exclusive use granted to it clean and tidy and in a state of good repair.

38.3 If the owner or occupier fails to keep and maintain the area of exclusive use granted to it, the Body Corporate may enter the exclusive use area and carry out maintenance and repair and recover the cost from the owner.

39. Courtyards Exclusive Use

39.1 The owner or occupier for the time being of each relevant Lot in the Community Titles Scheme is entitled to the exclusive use and enjoyment for itself and its licensees as a Courtyard of that part or those parts of the Common Property as is allocated in Schedule E and identified by reference to Lot number on the sketch marked "EU" attached to Schedule E.

39.2 The owner or occupier must keep and maintain the area of exclusive use granted to it clean and tidy and in a state of good repair.

39.3 If the owner or occupier fails to keep and maintain the area of exclusive use granted to it, the Body Corporate may enter the exclusive use area and carry out maintenance and repair and recover the cost from the owner.

40. Additional Exclusive Use Areas

40.1 The Original Owner may (during the first twelve (12) months after establishment of the Community Titles Scheme) by giving written notice to the Body Corporate allocate parts of the

Common Property for the exclusive use of particular lot owners for any of the purposes contained in By-Laws 37, 38 and 39.

40.2 If the Original Owner makes an allocation of Common Property in accordance with By-Law 40.1, then the Committee and the Body Corporate (as necessary) will:-

- (a) at the request of the original owner ;
- (b) at the cost of the original owner; and
- (c) upon the provision of the necessary exclusive use plans by the original owner

approve and consent to the grant and/or allocation of exclusive use to any owner(s) of any part of Common Property and will authorise the signing and recording of any New Community Management Statement necessary to give effect to the grant and/or allocation of exclusive use.

41. **Bicycle Storage Areas**

The Body Corporate may make rules regarding the use and operation of the bicycle storage areas on the Common Property.

42. **Clothes Drying Racks**

The Body Corporate may make rules regarding the use and operation of the clothes drying racks on the Common Property.

43. **Installation of Hard Flooring**

No hard floors (including tiles and wooden floor coverings) may be installed in a lot or exclusive use area after establishment of the Scheme unless the prior written consent of the Body corporate is obtained. As a condition of approval, the Body Corporate will require that the floor achieves a minimum Field Impact Isolation Class (FIIC) of 60 or higher if required by the Building Code of Australia. Any floor installed which does not meet this rating requirement must be removed or repaired at the lot owner's expense to ensure the floor complies with the rating requirement

44. **Exclusive Use**

Each of the lots shall have exclusive use of the part of the common property referred to in Schedule E and described in the attached plans marked "EU1" and "EU2" and described below.

Lot Number	Area and purpose of exclusive use allocated to Lot on the exclusive use plans annexed marked "EU"
Lot 1 on SP200094	Courtyard – 1A on attached plan EU1
Lot 2 on SP200094	Car park – AB on attached plan EU1
Lot 3 on SP200094	Car parks – R & T on attached plan EU1
Lot 4 on SP200094	Car park – B on attached plan EU1 and Courtyard 4A on attached plan EU2

Lot 5 on SP200094	Car park – J on attached plan EU1
Lot 6 on SP200094	Car park – AA on attached plan EU1
Lot 7 on SP200094	Car park – S on attached plan EU1
Lot 8 on SP200094	Car parks – O & Q – Storage – S6 on attached plan EU1
Lot 9 on SP200094	Car park – U - Storage – S9 on attached plan EU1
Lot 10 on SP200094	Car park – Z on attached plan EU1
Lot 11 on SP200094	Car park – L on attached plan EU1
Lot 12 on SP200094	Car park – P - Storage – S4 on attached plan EU1
Lot 13 on SP200094	Car park – V on attached plan EU1
Lot 14 on SP200094	Car park – W on attached plan EU1
Lot 15 on SP200094	Car park – X on attached plan EU1
Lot 16 on SP200094	Car park – Y on attached plan EU1
Lot 17 on SP200094	Car park – K – Storage – S5 on attached plan EU1
Lot 18 on SP200094	Car park – N on attached plan EU1
Lot 19 on SP200094	Car park – M on attached plan EU1
Lot 20 on SP200094	Car park – A – Storage – S8 on attached plan EU1
Lot 21 on SP200094	Car park – E – Storage – S3 on attached plan EU1
Lot 22 on SP200094	Car park – F – Storage – S7 on attached plan EU1
Lot 23 on SP200094	Car park – H on attached plan EU1
Lot 24 on SP200094	Car park – I on attached plan EU1
Lot 25 on SP200094	Car park – C – Storage – S1 on attached plan EU1
Lot 26 on SP200094	Car park – D – Storage – S2 on attached plan EU1
Lot 27 on SP200094	Car park – G on attached plan EU1

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

A services location diagram is attached and marked "A"

Lots on Plan	Statutory Easement	Service Location Diagrams
Common Property of Mirador CTS on SP200094	Water, Electricity, Gas, Telstra, Stormwater, Sewer, Shelter and Support	Diagram A – Page 21 of 21
Lot 1 on SP 200094	Water, Electricity, Gas, Telstra, Stormwater, Sewer, Shelter and Support	Diagram A – Page 21 of 21
Lot 2 on SP 200094	Water, Electricity, Gas, Telstra, Stormwater, Sewer, Shelter and Support	Diagram A – Page 21 of 21
Lot 3 on SP 200094	Water, Electricity, Gas, Telstra, Stormwater, Sewer, Shelter and Support	Diagram A – Page 21 of 21
Lot 4 on SP 200094	Water, Electricity, Gas, Telstra, Stormwater, Sewer, Shelter and Support	Diagram A – Page 21 of 21
Lot 5 on SP 200094	Water, Electricity, Gas, Telstra, Stormwater, Sewer, Shelter and Support	Diagram A – Page 21 of 21
Lot 6 on SP 200094	Water, Electricity, Gas, Telstra, Stormwater, Sewer, Shelter and Support	Diagram A – Page 21 of 21
Lot 7 on SP 200094	Water, Electricity, Gas, Telstra, Stormwater, Sewer, Shelter and Support	Diagram A – Page 21 of 21
Lot 8 on SP 200094	Water, Electricity, Gas, Telstra, Stormwater, Sewer, Shelter and Support	Diagram A – Page 21 of 21
Lot 9 on SP 200094	Water, Electricity, Gas, Telstra, Stormwater, Sewer, Shelter and Support	Diagram A – Page 21 of 21
Lot 10 on SP 200094	Water, Electricity, Gas, Telstra, Stormwater, Sewer, Shelter and Support	Diagram A – Page 21 of 21
Lot 11 on SP 200094	Water, Electricity, Gas, Telstra, Stormwater, Sewer, Shelter and Support	Diagram A – Page 21 of 21
Lot 12 on SP 200094	Water, Electricity, Gas, Telstra, Stormwater, Sewer, Shelter and Support	Diagram A – Page 21 of 21
Lot 13 on SP 200094	Water, Electricity, Gas, Telstra, Stormwater, Sewer, Shelter and Support	Diagram A – Page 21 of 21
Lot 14 on SP 200094	Water, Electricity, Gas, Telstra, Stormwater, Sewer, Shelter and Support	Diagram A – Page 21 of 21
Lot 15 on SP 200094	Water, Electricity, Gas, Telstra, Stormwater, Sewer, Shelter and Support	Diagram A – Page 21 of 21
Lot 16 on SP 200094	Water, Electricity, Gas, Telstra, Stormwater, Sewer, Shelter and Support	Diagram A – Page 21 of 21
Lot 17 on SP 200094	Water, Electricity, Gas, Telstra, Stormwater, Sewer, Shelter and Support	Diagram A – Page 21 of 21

	Support	
Lot 18 on SP 200094	Water, Electricity, Gas, Telstra, Stormwater, Sewer, Shelter and Support	Diagram A – Page 21 of 21
Lot 19 on SP 200094	Water, Electricity, Gas, Telstra, Stormwater, Sewer, Shelter and Support	Diagram A – Page 21 of 21
Lot 20 on SP 200094	Water, Electricity, Gas, Telstra, Stormwater, Sewer, Shelter and Support	Diagram A – Page 21 of 21
Lot 21 on SP 200094	Water, Electricity, Gas, Telstra, Stormwater, Sewer, Shelter and Support	Diagram A – Page 21 of 21
Lot 22 on SP 200094	Water, Electricity, Gas, Telstra, Stormwater, Sewer, Shelter and Support	Diagram A – Page 21 of 21
Lot 23 on SP 200094	Water, Electricity, Gas, Telstra, Stormwater, Sewer, Shelter and Support	Diagram A – Page 21 of 21
Lot 24 on SP 200094	Water, Electricity, Gas, Telstra, Stormwater, Sewer, Shelter and Support	Diagram A – Page 21 of 21
Lot 25 on SP 200094	Water, Electricity, Gas, Telstra, Stormwater, Sewer, Shelter and Support	Diagram A – Page 21 of 21
Lot 26 on SP 200094	Water, Electricity, Gas, Telstra, Stormwater, Sewer, Shelter and Support	Diagram A – Page 21 of 21
Lot 27 on SP 200094	Water, Electricity, Gas, Telstra, Stormwater, Sewer, Shelter and Support	Diagram A – Page 21 of 21

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

Lot Number	Area and purpose of exclusive use allocated to Lot on the exclusive use plans annexed marked "EU"
Lot 1 on SP200094	Courtyard – 1A on attached plan EU1
Lot 2 on SP200094	Car park – AB on attached plan EU1
Lot 3 on SP200094	Car parks – R & T on attached plan EU1
Lot 4 on SP200094	Car park – B on attached plan EU1 and Courtyard 4A on attached plan EU2
Lot 5 on SP200094	Car park – J on attached plan EU1
Lot 6 on SP200094	Car park – AA on attached plan EU1
Lot 7 on SP200094	Car park – S on attached plan EU1
Lot 8 on SP200094	Car parks – O & Q – Storage – S6 on attached plan EU1
Lot 9 on SP200094	Car park – U - Storage – S9 on attached plan EU1
Lot 10 on SP200094	Car park – Z on attached plan EU1
Lot 11 on SP200094	Car park – L on attached plan EU1
Lot 12 on SP200094	Car park – P - Storage – S4 on attached plan EU1
Lot 13 on SP200094	Car park – V on attached plan EU1
Lot 14 on SP200094	Car park – W on attached plan EU1
Lot 15 on SP200094	Car park – X on attached plan EU1
Lot 16 on SP200094	Car park – Y on attached plan EU1
Lot 17 on SP200094	Car park – K – Storage – S5 on attached plan EU1
Lot 18 on SP200094	Car park – N on attached plan EU1
Lot 19 on SP200094	Car park – M on attached plan EU1
Lot 20 on SP200094	Car park – A – Storage – S8 on attached plan EU1
Lot 21 on SP200094	Car park – E – Storage – S3 on attached plan EU1

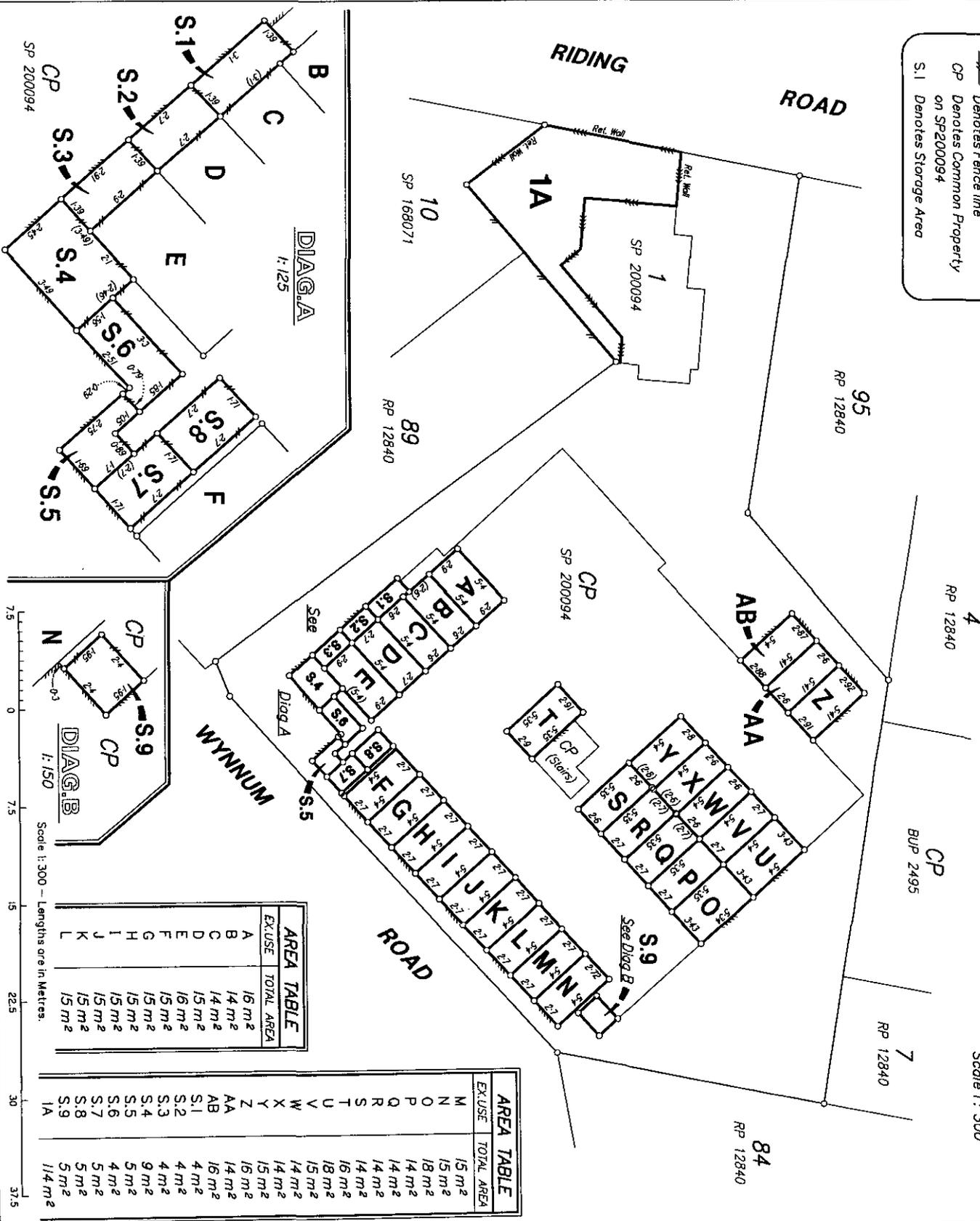
Lot 22 on SP200094	Car park – F – Storage – S7 on attached plan EU1
Lot 23 on SP200094	Car park – H on attached plan EU1
Lot 24 on SP200094	Car park – I on attached plan EU1
Lot 25 on SP200094	Car park – C – Storage – S1 on attached plan EU1
Lot 26 on SP200094	Car park – D – Storage – S2 on attached plan EU1
Lot 27 on SP200094	Car park – G on attached plan EU1

"MIRADOR" C.T.S

LEVEL A
(BUILDING B-GROUND LEVEL)
Scale 1 : 300

LEGEND

- Denotes Inside Face of Wall
- Denotes Centreline of Wall
- Denotes Fence line
- CP Denotes Common Property on SP200094
- S.1 Denotes Storage Area

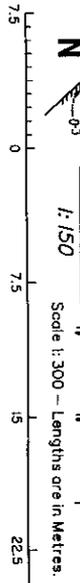


DIAG.A
1:125

DIAG.B
1:150

AREA	EX USE	TOTAL AREA
A		16 m ²
B		14 m ²
C		14 m ²
D		15 m ²
E		16 m ²
F		15 m ²
G		15 m ²
H		15 m ²
I		15 m ²
J		15 m ²
K		15 m ²
L		15 m ²

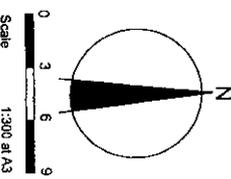
AREA	EX USE	TOTAL AREA
M		15 m ²
N		15 m ²
O		18 m ²
P		14 m ²
Q		14 m ²
R		14 m ²
S		14 m ²
T		16 m ²
U		18 m ²
V		15 m ²
W		14 m ²
X		14 m ²
Y		15 m ²
Z		15 m ²
AA		14 m ²
AB		16 m ²
AB.1		4 m ²
S.1		4 m ²
S.2		4 m ²
S.3		9 m ²
S.4		5 m ²
S.5		5 m ²
S.6		5 m ²
S.7		5 m ²
S.8		5 m ²
S.9		114 m ²



I, Kenneth Edward McDonald, Cadastral Surveyor, hereby certify that the details shown on this sketch plan are correct.

Kenneth McDonald
Cadastral Surveyor Date 3/10/2011

REVISION	DATE	ZONE



Ken McDonald
SURVEYS
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Surveyor KM Nov 2011
Drawn SS Nov 2011
Checked KM Nov 2011
Approved KM Nov 2011

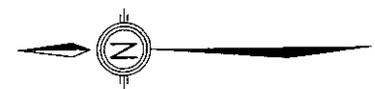
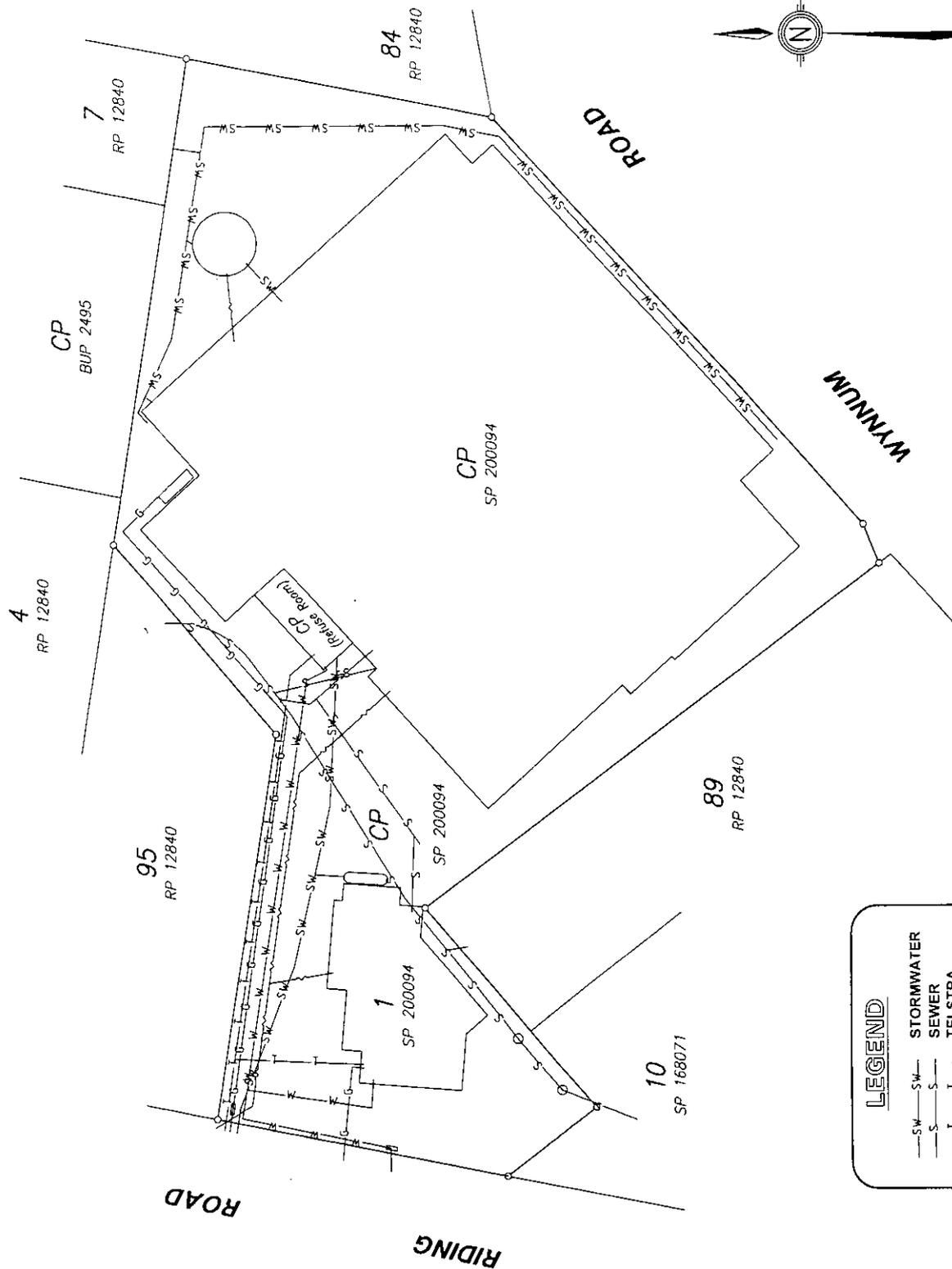
MIRADOR - SKETCH PLAN FOR EXCLUSIVE USE PURPOSES
Over part of Common Property on Level A of "MIRADOR" C.T.S.

Parish of BULIMBA, County of STANLEY,
Drawing No. 08121-01 Rev D
Sheet No. 1 of 1 08121-exuse.dwg A3

" MIRADOR " C.T.S

(A)

CP -- Denotes Common Property

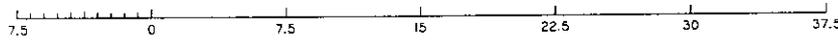


LEVEL A
Scale 1 : 300

LEGEND

- SW — SW — STORMWATER
- S — S — SEWER
- T — T — TELSTRA
- W — W — WATER
- E — E — ELECTRICAL
- G — G — GAS

Scale 1:300 - Lengths are in Metres.



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Surveyed	KEM	OCT'11
Drawn	SS	19-10-2011
Checked	KEM	NOV'11
Approved	KEM	NOV'11

SERVICES LOCATION DIAGRAM

Over part of Common Property
 on Level A of " MIRADOR "
 C.T.S
 Original Portion.

Parish: BULIMBA

County: Stanley

Cad File	08121_SLD	Map Reference	9543-34324	Dwg No.	08121	Rev	A	A3
Mendian	SP200094	Local Authority	Brisbane City Council					



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