

Seller disclosure statement

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

Property address

(referred to as the
"property" in this
statement)

Lot on plan description

Community titles scheme
or BUGTA scheme:

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

Yes

No

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

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

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

Title details

The seller gives or has given the buyer the following—

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

Yes

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

Yes

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

Part 3 – Land use, planning and environment

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

Zoning	The zoning of the property is (<i>Insert zoning under the planning scheme, the Economic Development Act 2012; the Integrated Resort Development Act 1987; the Mixed Use Development Act 1993; the State Development and Public Works Organisation Act 1971 or the Sanctuary Cove Resort Act 1985, as applicable</i>):	
	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>	
	<small>* <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.</small>	
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 checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
	If a community titles scheme or a BUGTA scheme – a shared pool is located in the scheme.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
	Pool compliance certificate is given.	<input checked="" 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. <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>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
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 5 – Rates and services

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

Rates

Whichever of the following applies—

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

Amount:

Date Range:

OR

The property is currently a rates exempt lot.**

OR

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

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

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

Water

Whichever of the following applies—

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

Amount:

Date Range:

OR

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

Amount:

Date Range:

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

Part 6 – Community titles schemes and BUGTA schemes

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

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

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

Body Corporate and Community Management Act 1997	The property is included in a community titles scheme. <i>(If Yes, complete the information below)</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
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.</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>	<input checked="" type="checkbox"/> Yes	
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.</p> <p><i>If No</i>— An explanatory statement is given to the buyer that states:</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. 	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
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>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Building Units and Group Titles Act 1980	The property is included in a BUGTA scheme <i>(If Yes, complete the information below)</i>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
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.</p> <p><i>If No</i>— An explanatory statement is given to the buyer that states:</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>	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Signatures – SELLER



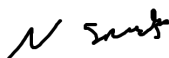
Signature of seller

David Simmonds

Name of seller

28/01/2026

Date



Signature of seller

Nicole Simmonds

Name of seller

28/01/2026

Date

Signatures – BUYER

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

Signature of buyer

Name of buyer

Date

Signature of buyer

Name of buyer

Date

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Title Reference: 50610190	Search Date: 22/01/2026 09:47
Date Title Created: 29/05/2006	Request No: 54790960
Previous Title: 16091246, 17178232	

ESTATE AND LAND

Estate in Fee Simple

LOT 3 SURVEY PLAN 184105

Local Government: SUNSHINE COAST

COMMUNITY MANAGEMENT STATEMENT 35435

REGISTERED OWNER

Dealing No: 720098026 11/06/2020

DAVID SIMMONDS

NICOLE SIMMONDS

JOINT TENANTS

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10046207 (POR 2)
2. MORTGAGE No 720098027 11/06/2020 at 14:30
MACQUARIE BANK LIMITED A.C.N. 008 583 542

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

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

SURVEY PLAN

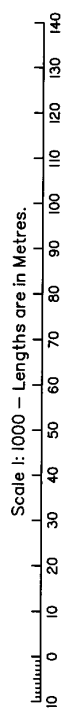
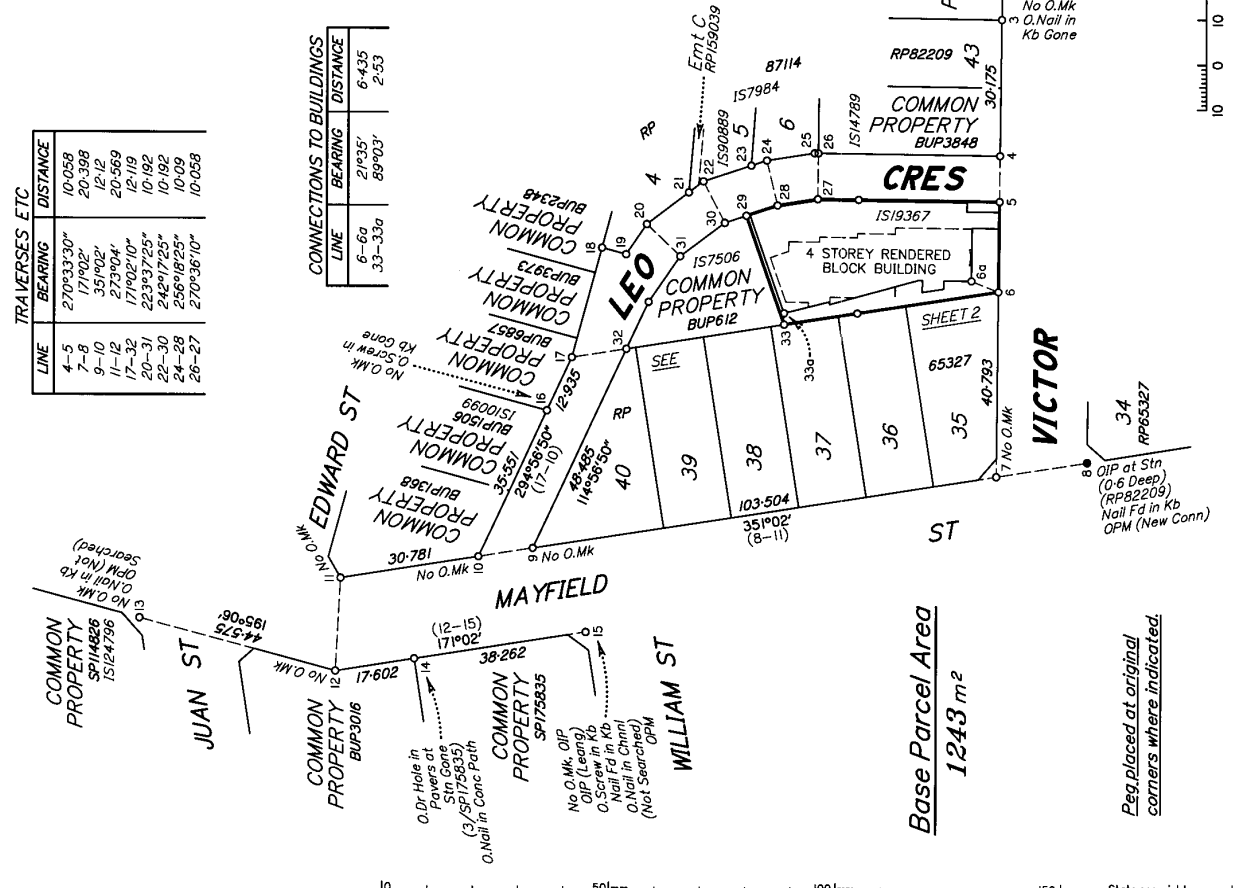
Sheet 1 of 4

STN	TO	ORIGIN	BEARING	DIST
1	OIP	6/ RP185622	90°33'30"	1.942
1	OIP	6/ RP185622	32°40'8"10"	3.017
2	Nail Fd in Kb	2/ RP220965	140°51'10"	4.103
2	Screw Fd in Kb	2/ RP220965	140°51'10"	7.155
3	O Nail in Kb	3/ RP220965	162°12'	10.405
4	O Nail in Kb	3/ RP220965	162°12'	5.41
4	O Nail in Kb	3/ RP220965	162°46'	3.45
5	O Nail in Kb	15/3367	173°43'	6.566
5	O Nail in Kb	8/ RP185622	90°33'30"	1.048
6	Screw in Kb	185°14'	185°14'	2.975
6	Screw in Kb	185°14'	185°14'	5.668
7	Nail Fd in Kb	263°54'	263°54'	5.075
8	R/S Nail in Kb	281°31'	281°31'	3.028
9	O Nail in Kb	169°39'	169°39'	1.99
14	O Nail in Conc Path	15/24796	38°30'25"	3.91
15	O Nail in Kb	3/ SP175835	32°00'25"	0.085
15	O Nail in Kb	15/150272	10°24'25"	0.948
15	O Nail in Kb	15/150272	143°25'25"	2.778
15	O Nail in Chnl	180°43'	180°43'	2.97
15	O Nail in Chnl	126°36'25"	126°36'25"	3.26
16	O Nail in Kb	157506	165°04'50"	1.603
17	O Nail in Kb	8/ RP8214	109°04'50"	1.006
17	O Nail in Kb	15/3367	195°06'10"	1.62
18	O/R/S Nail in Kb	1530689	253°59'	9.697
19	Nail Fd in Kb	187°25'	187°25'	2.925
20	Dr Hole Fd in Kb	197°25'	197°25'	2.045
21	Screw Fd in Kb	174°10'	174°10'	1.9
21	O Nail in Kb	157984	274°46'125"	2.263
23	O Nail in Kb	157984	274°46'125"	0.461
23	O Nail in Kb	1590889	289°21'	0.69
26	O Nail in Kb	1514789	270°36'10"	1.9
26	Nail Fd in Kb	1514789	215°44'	2.315
26	Nail Fd in Kb	1514789	215°06'	2.34

PM	ORIGIN	BEARING	DIST	NO
8-OPM (New Conn)	RP226818	169°51'40"	170.87	19452
13-OPM (Not Searched)	1/ SP175835	283°40'10"	232.82	19446
15-OPM	5/ SP175835	168°50'10"	90.032	19451

LINE	BEARING	DISTANCE
4-5	270°33'30"	10.058
7-8	171°02'	20.308
9-10	35°10'2"	12.12
11-12	273°04'	20.569
17-18	171°02'10"	10.058
20-31	233°33'25"	10.058
22-30	242°17'55"	10.058
24-28	256°18'25"	10.058
26-27	270°36'10"	10.058

LINE	BEARING	DISTANCE
6-6a	21°35'	6.435
33-33a	89°03'	2.53



LIVINGSTONE GROUP - (07) 5438 7666

LIVINGSTONE (QLD) PTY. LTD., (ACN 107 964 634) T/A Livingstone Group hereby certify that the land comprised in this plan was surveyed by the corporation, by Bruce LIVINGSTONE, cadastral surveyor, for whose work the corporation accepts responsibility, and that the plan is accurate, in 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 28/4/06.

[Signature]
Director
Date: 10/5/06

0 50mm 100mm 150mm State copyright reserved.

Plan of Lots 1-5 & Common Property

Cancelling Lots 2 & 3 on RP87114

PARISH: **MOOLOOLAH** COUNTY: **Canning**

Meridian: **Vide RP87114** F/N's: **No**

Scale: **1:1000**

Format: **BUILDING**

SP184105

Plan Status:

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

709625620

NR 400 NT

\$546.20
25/05/2006 12:36

Registered

5. Lodged by *Lodger Code 066*
LIVINGSTONE GROUP
PO BOX 501
BUDDINA QLS 4575
PHONE: 5436 7666
(Include address, phone number, reference, and Lodger Code)

1. Certificate of Registered Owners or Lessees.

1/We ANTONIO MONACO
TRUSTEE UNDER INSTRUMENT'S 706261029 & 706261049

(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.

Signature of *Registered Owners *Lessees

* Rule out whichever is inapplicable

2. Local Government Approval.

* MAROOCHY SHIRE COUNCIL
hereby approves this plan in accordance with the:
% INTEGRATED PLANNING ACT 1997

Dated this 12th day of MAY 2006

MICHAEL HENDERSON # A
UNIT COORDINATOR # DELEGATED OFFICER
WORKS ASSESSMENT

* Insert the name of the Local Government. % Insert Integrated Planning Act 1997 or
Insert designation of signatory or delegation Local Government (Planning & Environment) Act 1990

3. Plans with Community Management Statement :

CMS Number : 35435
Name : 'LEO CRESCENT APARTMENTS'

4. References :

Dept File :
Local Govt :
Surveyor : 2936

Existing			Created		
Title Reference	Lot	Plan	Lots	Emts	Road
16091246	2	RP87114	3, 4 & 5		
17178232	3	RP87114	1, 2, 3 & 5		

MORTGAGE ALLOCATIONS

Mortgage	Lots Fully Encumbered	Lots Partially Encumbered
706261059	4	3 & 5
707984528	1 & 2	3 & 5
709416591	1, 2, 3, 4 & 5	

Amendment made by me
[Signature] 24/5/06
CADASTRAL SURVEYOR

DEVELOPMENT APPROVAL DATE : 23/12/04

1-5 & C/P	POR 2
Lots	Orig

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] 11/5/06
Cadastral Surveyor/Director * Date
* delete words not required

7. Portion Allocation :

8. Map Reference :
9544-43122

9. Locality :
ALEXANDRA HEADLAND

10. Local Government :
MAROOCHY S. C.

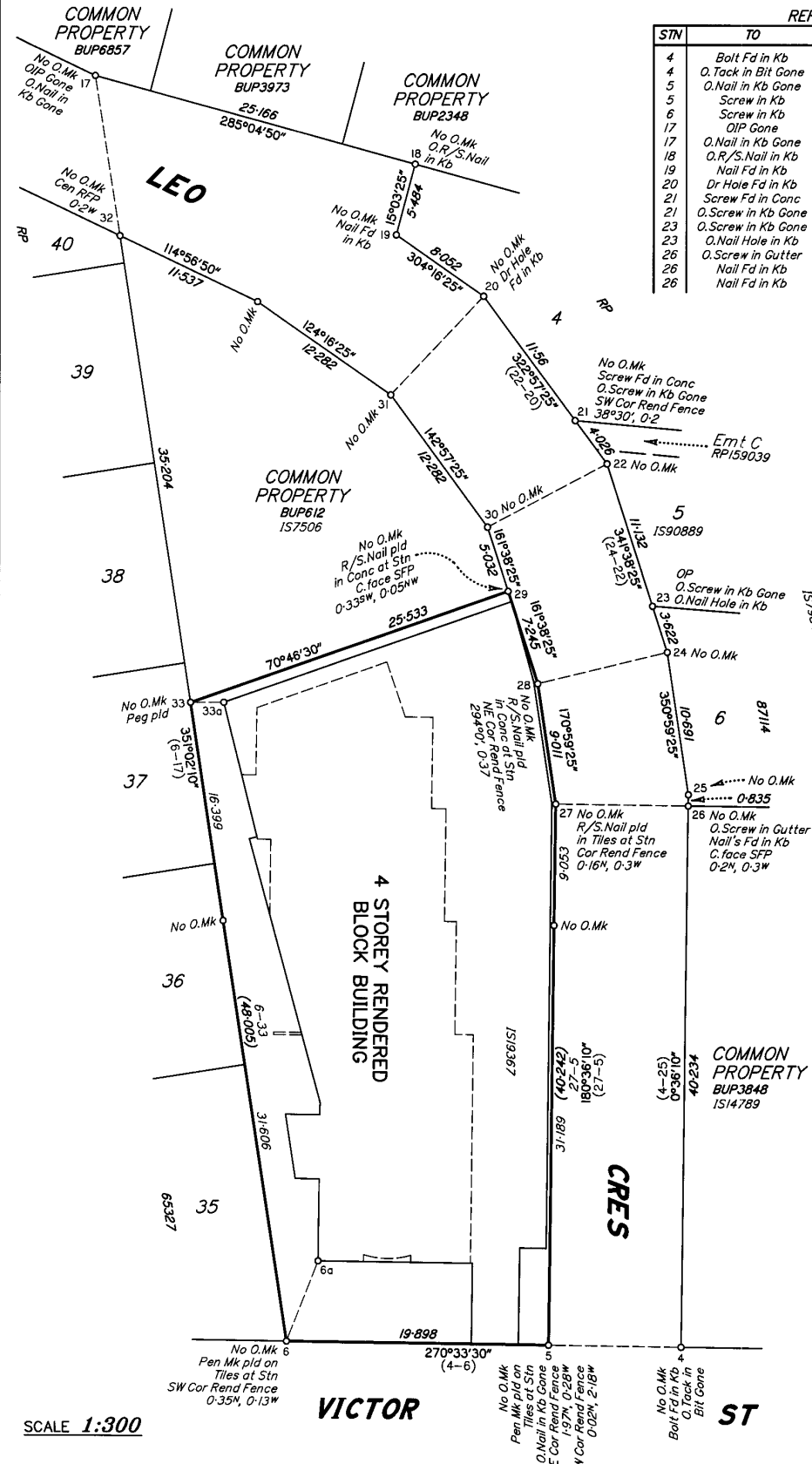
11. Passed & Endorsed :

By : Bruce Livingstone
Date : 11/5/06
Signed : *[Signature]*
Designation : Cadastral Surveyor

13. Lodgement Fees :

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

14. Insert Plan Number **SP184105**



REFERENCE MARKS

STN	TO	ORIGIN	BEARING	DIST
4	Bolt Fd in Kb		162°46'	3-45
4	O.Tack in Bit Gone	1S19367	173°43'	6-566
5	O.Nail in Kb Gone	8/RP185622	90°33'30"	1-048
5	Screw in Kb		185°14'	2-975
6	Screw in Kb		195°50'40"	5-668
17	O.P. Gone	8/RP87114	105°04'50"	1-006
17	O.Nail in Kb Gone	1S19367	195°06'10"	1-62
18	O.R/S.Nail in Kb	1S90889	253°59'	9-097
19	Nail Fd in Kb		153°27'	2-525
20	Dr Hole Fd in Kb		187°25'	2-345
21	Screw Fd in Conc		247°10'	1-13
21	O.Screw in Kb Gone	1S7984	274°54'25"	2-263
23	O.Screw in Kb Gone	1S7984	274°05'25"	0-491
23	O.Nail Hole in Kb	1S90889	289°21'	0-619
26	O.Screw in Gutter	1S14789	270°36'10"	1-8
26	Nail Fd in Kb		215°48'	2-315
26	Nail Fd in Kb		215°06'	2-34

TRAVERSES ETC

LINE	BEARING	DISTANCE
4-5	270°33'30"	10-058
17-32	171°02'10"	12-119
20-31	223°37'25"	10-192
22-30	242°17'25"	10-192
24-28	256°18'25"	10-09
26-27	270°36'10"	10-058

CONNECTIONS TO BUILDINGS

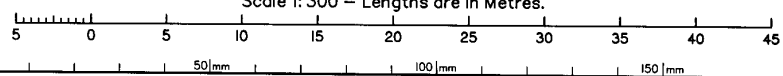
LINE	BEARING	DISTANCE
6-6a	21°35'	6-435
33-33a	89°03'	2-53

Peg placed at original corners where indicated.

Base Parcel Area
1243 m²

SCALE 1:300

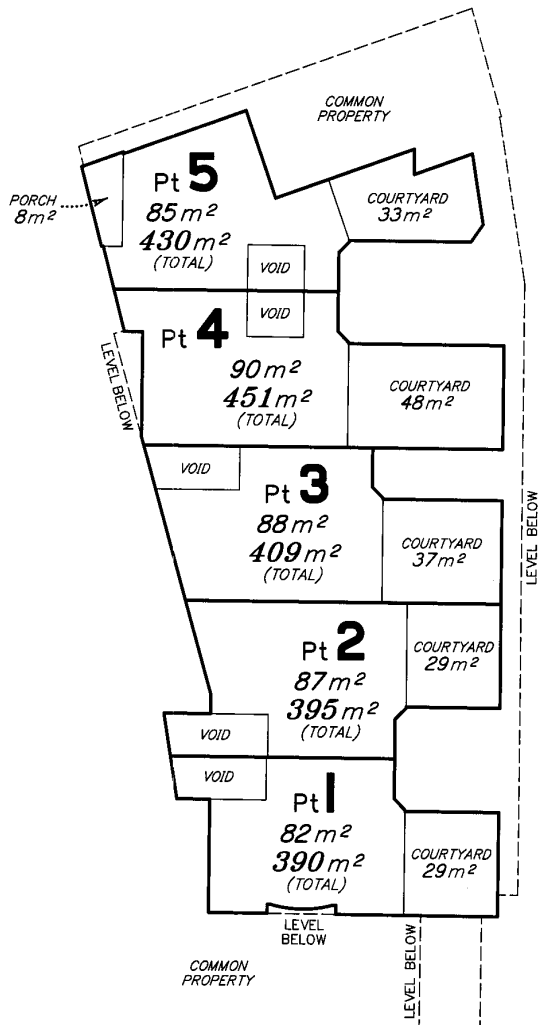
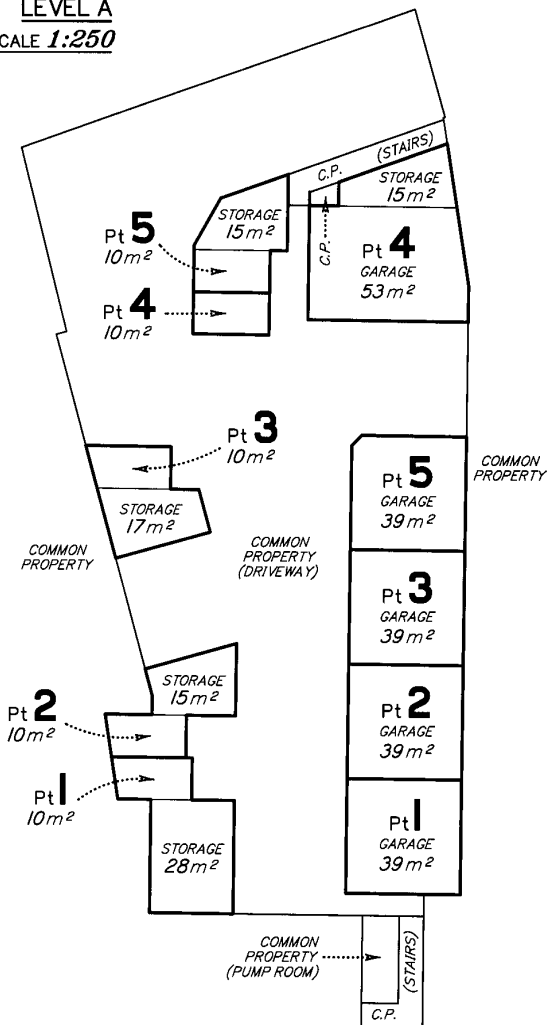
Scale 1:300 - Lengths are in Metres.



State copyright reserved.

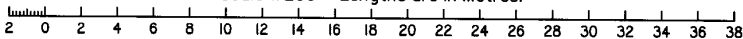
Insert Plan Number
SPI84105

LEVEL A
SCALE 1:250



LEVEL B
SCALE 1:250

Scale 1:250 - Lengths are in Metres.

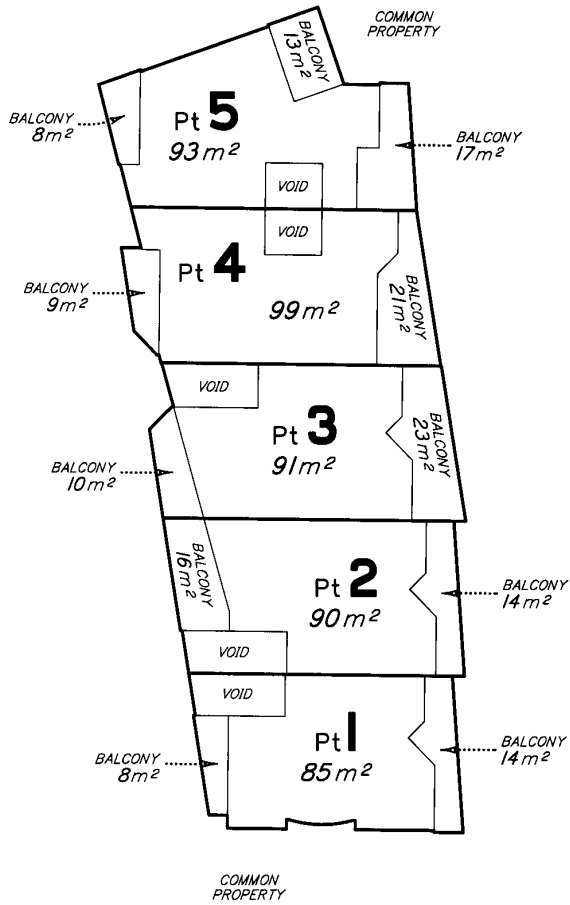


State copyright reserved.

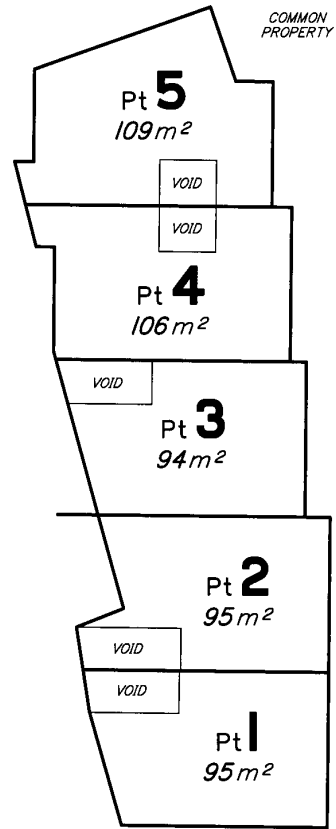
Insert Plan Number SPI84105

236

LEVEL C
SCALE 1:250



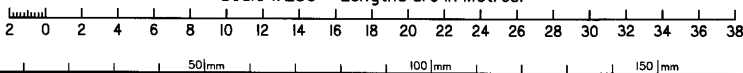
The upper extent of these lots at this level are defined by the projection of the upper limits of the stairwells.



COMMON PROPERTY

LEVEL D
ROOF GARDEN
SCALE 1:250

Scale 1:250 – Lengths are in Metres.



State copyright reserved.

Insert Plan Number

SPI84105



QUEENSLAND
GOVERNMENT

Department of Transport and Main Roads

Property Search - Advice to Applicant

Property Search reference **984467**

Date: 22/01/2026

Search Request reference: **184127201**

Applicant details

Applicant: Olivia Garnham

o.garnham@bytherules.com.au

Buyer: not known not known

Search response:

Your request for a property search on Lot 3 on Plan SP184105 at Unit 3 8 Leo Cr, Alexandra Headland Qld 4572 has been processed.

At this point in time the Department of Transport and Main Roads has no land requirement from the specified property.

Note:

1. Development proposed on this property may require approval under the Planning Act. This may include referral to the State Assessment and Referral Agency for assessment of the impacts to state transport corridors and infrastructure.
2. New or changed access between this property and a state transport corridor will require approval under the Transport Infrastructure Act.
3. To see what other State Government planning has been identified in your area, please refer to the online DA Mapping system. Refer to the State Transport interests under the SARA layers to identify what interests TMR has in your locality.
< <https://planning.dsdmip.qld.gov.au/maps/sara-da>>
4. Any properties located in proximity to a current or future State transport corridor may be affected by noise. For existing corridors, refer to the online SPP interactive mapping system. Select the Information Purposes and refer to the Transport Infrastructure. If the property is located in a mandatory transport noise corridor then Mandatory Part 4.4 of the Queensland Development Code will apply.
< <https://planning.dsdmip.qld.gov.au/maps/spp>>

Disclaimer:

Any information supplied by this Department of Transport and Main Roads' (TMR) property search is provided on the basis that you will use your own judgement to independently evaluate, assess and verify the information's completeness, suitability, purpose and usefulness.

Without limitation, TMR is under no liability for any negligence, claim, loss or damage (including consequential or indirect loss or lost time, profits, savings, contracts, revenue, interest, business opportunities, goodwill or damage to reputation) however caused (whether by negligence or otherwise) that may be suffered or incurred or that may arise directly or indirectly out of any act or omission on its part in connection with the use and reliance upon, and the provision of this property search, including loss or damage caused by any delays in providing this property search to the party who requested the information or any errors, misdescriptions, incompleteness and inaccuracies in the information. TMR excludes all warranties, representations, terms, conditions and undertakings in respect of the completeness, quality, accuracy, suitability or fitness of the information contained in this property search for your purpose. You acknowledge that the information provided is indicative only and may be subject to change.

Privacy Statement:

The personal information collected on this property search is required to enable TMR to communicate with you regarding your enquiry. The information recorded will not be disclosed to a third party without your consent or unless required or authorised to do so by law.



Department of the Environment, Tourism, Science and Innovation (DETSI)
ABN 46 640 294 485
GPO Box 2454, Brisbane QLD 4001, AUSTRALIA
www.detsi.qld.gov.au

SEARCH RESPONSE
ENVIRONMENTAL MANAGEMENT REGISTER (EMR)
CONTAMINATED LAND REGISTER (CLR)

InfoTrack PTY LTD
PO Box 10314, Adelaide Street
Brisbane QLD 4001

Transaction ID: 51106260 EMR Site Id: 22 January 2026
Cheque Number:
Client Reference:

This response relates to a search request received for the site:

Lot: 3 Plan: SP184105
3/8 LEO CR
ALEXANDRA HEADLAND

EMR RESULT

The above site is NOT included on the Environmental Management Register.

CLR RESULT

The above site is NOT included on the Contaminated Land Register.

ADDITIONAL ADVICE

All search responses include particulars of land listed in the EMR/CLR when the search was generated.
The EMR/CLR does NOT include:-

1. land which is contaminated land (or a complete list of contamination) if DETSI has not been notified
2. land on which a notifiable activity is being or has been undertaken (or a complete list of activities) if DETSI has not been notified

If you have any queries in relation to this search please email emr.clr.registry@detsi.qld.gov.au

Administering Authority

A pool safety certificate is required in Queensland when selling or leasing a property with a regulated pool.
This form is to be used for the purposes of sections 246AA and 246AK of the *Building Act 1975*.

1. Pool safety certificate number

Identification number: PSC0265742

2. Location of the swimming pool

Property details are usually shown on the title documents and rates notices

Street address:

8 LEO CRES

ALEXANDRA HEADLAND QLD

Postcode

4

5

7

2

Lot and plan details:

9999/SP/184105

Local government area:

SUNSHINE COAST REGIONAL

3. Exemptions or alternative solutions for the swimming pool (if applicable)

If an exemption or alternative solution is applicable to the swimming pool please state this. This will help provide pool owners with a concise and practical explanation of the exemption or alternative solution. It will also help to ensure the ongoing use of the pool and any future modifications do not compromise compliance with the pool safety standard.

No disability exemption applies; No impracticality exemption applies

No alternative solution applies

4. Pool properties

Shared pool

Non-shared pool

Number of pools

1

5. Pool safety certificate validity

Effective date:

0 4 / 0 9 / 2 0 2 5

Expiry date:

0 4 / 0 9 / 2 0 2 6

6. Certification

I certify that I have inspected the swimming pool and I am reasonably satisfied that, under the *Building Act 1975*, the pool is a complying pool.

Name:

SIMON JOHN HUDSON

Pool safety inspector
licence number:

PS100939

Signature:

Other important information that could help save a young child's life

It is the pool owner's responsibility to ensure that the pool (including the barriers for the pool) is properly maintained at all times to comply with the pool safety standard under the *Building Act 1975*. High penalties apply for non-compliance. Parents should also consider beginning swimming lessons for their young children from an early age. Please visit

<https://www.qbcc.qld.gov.au/your-property/swimming-pools/pool-safety-standard> for further information about swimming pool safety. This pool safety certificate does not certify that a building development approval has been given for the pool or the barriers for the pool. You can contact your local government to ensure this approval is in place.

Privacy statement

The Queensland Building and Construction Commission is collecting personal information as required under the *Building Act 1975*. This information may be stored by the QBCC, and will be used for administration, compliance, statistical research and evaluation of pool safety laws. Your personal information will be disclosed to other government agencies, local government authorities and third parties for purposes relating to administering and monitoring compliance with the Building Act 1975. Personal information will otherwise only be disclosed to third parties with your consent or unless authorised or required by law.

RTI: The information collected on this form will be retained as required by the *Public Records Act 2002* and other relevant Acts and regulations, and is subject to the Right to Information regime established by the *Right to Information Act 2009*.

This is a public document and the information in this form will be made available to the public.

QUEENSLAND TITLES REGISTRY
Land Title Act 1994, Land Act 1994 and Water Act 2000

GENERAL REQUEST

FORM 14 Version 4
Page 1 of 1

Duty Imprint



716315392

\$78.80 e

16/02/2015 12:39

NR 470

<p>1. Nature of request Request to record new Community Management Statement for the Body Corporate for Leo Crescent Apartments Community Titles Scheme 35435</p>	<p>Lodger (Name, address, E-mail & phone number) Bakers Lawyers PO Box 466 Maroochydore Queensland 4558 07 5443 5666 Ref: CB:LS:141116</p>	<p>Lodger Code NR851</p>
--	---	-------------------------------------

2. Lot on Plan Description	County	Parish	Title Reference
Common property of Leo Crescent Apartments Community Titles Scheme 35435	Canning	Mooloolah	50610187

3. Registered Proprietor/State Lessee
Body Corporate for Leo Crescent Apartments Community Titles Scheme 35435

4. Interest

FEE SIMPLE

5. Applicant
Body Corporate for Leo Crescent Apartments Community Titles Scheme 35435

6. Request

I hereby request that: the attached Community Management Statement, which amends scheme land and Schedules D and E of the existing statement, be recorded as the CMS for Leo Crescent Apartments CTS 35435.

7. Execution by applicant



Body Corporate For Leo Crescent
Apartments CTS 35435

5 12 15
Execution Date

Chairman _____
Secretary/Treasurer _____
Applicant's or Solicitor's Signature

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

35435

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

CONSENT BY THE BODY CORPORATE
Office use only
CMS LABEL NUMBER

1. Name of community titles scheme	2. Regulation module
LEO CRESCENT APARTMENTS COMMUNITY TITLES SCHEME 35435	Small Schemes Module

3. Name of body corporate
BODY CORPORATE FOR LEO CRESCENT APARTMENTS COMMUNITY TITLES SCHEME CTS 35435

4. Scheme land				
Lot on Plan Description	County	Parish	Title Reference	
See Enlarged Panel				

5. Name and address of original owner #	6. Reference to plan lodged with this statement
	SP 184105

first community management statement only

7. Local Government community management statement notation
Not applicable pursuant to s60(6) of the *Body Corporate and Community Management Act 1997*.

..... signed
..... name and designation
..... name of Local Government

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

Execution Date
5, 2, 15



[Signature] Chairman
[Signature] Secretary/Treasurer

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

Privacy Statement

The information from this form is collected under the authority of the Body Corporate and Community Management Act 1997 and is used for the purpose of maintaining the publicly searchable registers in the land registry.

Title Reference [Leo Crescent Apartments CTS 35435]

4. Scheme Land

Lot on Plan Description	County	Parish	Title Reference
Common Property of Leo Crescent Apartments Community Titles Scheme CTS	Canning	Mooloolah	50610187
Lot 1 on SP 184105	Canning	Mooloolah	50610188
Lot 2 on SP 184105	Canning	Mooloolah	50610189
Lot 3 on SP 184105	Canning	Mooloolah	50610190
Lot 4 on SP 184105	Canning	Mooloolah	50610191
Lot 5 on SP 184105	Canning	Mooloolah	50610192

Title Reference [Leo Crescent Apartments CTS 35435]

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 1 on SP 184105	1	1
Lot 2 on SP 184105	1	1
Lot 3 on SP 184105	1	1
Lot 4 on SP 184105	1	1
Lot 5 on SP 184105	1	1
TOTALS	5	5

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

The scheme is not being further developed.

SCHEDULE C BY-LAWS**1 Definitions and Interpretation****1.1 Definitions**

In these By-Laws:

- (1) "Act" means Body Corporate and Community Management Act 1997 or legislation which replaces it;
- (2) "Body Corporate" means the body corporate for the Scheme;
- (3) "Body Corporate Asset" means a body corporate asset of the Scheme;
- (4) "Committee" means the committee of the Body Corporate elected in accordance with the Act;
- (5) "Common Property" means the common property of the Scheme;
- (6) "Costs" means any costs, charges, expenses, outgoings, payments or other expenditure of any nature and, where appropriate, includes reasonable fees and disbursements payable to contractors, consultants, accountants and lawyers;
- (7) "Improvements" means:
 - (a) any addition or alteration to the Common Property or any Body Corporate Asset; or
 - (b) the installation of any fixtures, equipment, appliances or other apparatus on the Common Property.
- (8) "Invitee" means any guest, visitor, licensee or agent of an Owner or an Occupier who may be on a Lot or the Common Property with or without invitation;
- (9) "Lot" means a lot in the Scheme;
- (10) "Occupier" means an occupier of a Lot as defined in Schedule 4 of the Act and includes the Owner;

Title Reference [Leo Crescent Apartments CTS 35435]

- (11) "Owner" means the registered owner of a Lot;
- (12) "Requirement" means any requirement or authorisation of any statutory body, local authority, governmental or other authority necessary or desirable under applicable law or regulation and includes the provisions of any statute, ordinance or by-law under the Act;
- (13) "Scheme" means the Leo Crescent Apartments Community Titles Scheme;
- (14) "Services" means all gas, electricity, telephone, water, sewerage, fire prevention, ventilation and air conditioning services and all other services or systems provided in the Scheme or available for the Lot;
- (15) "Service Infrastructure" means any infrastructure for the provision of Services to the Scheme or any Lot;
- (16) "Small Schemes Module" means the Body Corporate and Community Management (Small Schemes Module) Regulation 1997; and
- (17) "Vehicle" means any motor car, motor cycle, truck, van, bus, articulated vehicle, caravan, trailer, boat trailer including any boat and any other form of transport or vehicle designed for movement upon wheels.

1.2 Interpretations

- (1) Reference to:
 - (a) the singular includes a plural and the plural includes the singular;
 - (b) a person means a person bound by these By-laws and includes a Body Corporate, an unincorporated association or an authority; and
 - (c) a statute, regulation, or provision of a statute or regulation ("Statutory Provision") includes:
 - (i) that Statutory Provision as amended or re-enacted from time to time; and
 - (ii) a statute, regulation or provision enacted in replacement of that Statutory Provision.
- (2) "Including" and similar expressions are not words of limitation.
- (3) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (4) Headings are for convenience only and do not form part of these By-laws or affect interpretation.
- (5) Unless the context requires otherwise, words that have a defined meaning in the Act have the same meaning in these By-laws.

2 Noise

- 2.1 An occupier of a lot shall not create any noise likely to interfere with the peaceful enjoyment of a person lawfully occupying another Lot or the common property.
- 2.2 An Occupier must ensure:-
 - (1) The volume of all musical instruments, radios, televisions and sound equipment played or operated by the Occupier or its invitees in the Lot is kept at a reasonably low level at all times;
 - (2) No social gathering of people occurs on the Lot which may result in noise or the presence of such people interfering with the peaceful enjoyment of a person lawfully on another Lot or the Common Property;
 - (3) No musical instrument is practiced in the Lot between 10.00pm and 8.00am; and

Title Reference [Leo Crescent Apartments CTS 35435]

(4) Any invitee departing the Lot after 11.00pm leaves quietly.

2.3 In the event of any unavoidable noise in a Lot, the Occupier must take all practicable steps to minimise such noise or likely annoyance to other Occupiers including the closing of doors, windows and curtains in the Lot.

3 Vehicles

3.1 An Occupier must not, without the Body Corporate's written approval –

(a) park a vehicle, or allow a vehicle to stand on the Common Property; or

(b) permit an invitee to park a vehicle, or allow a vehicle to stand on the Common Property.

3.2 An approval under By-law 3.1 must state the period for which it is given and must specify the area or areas of Common Property on which the Vehicle may be parked.

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

4 Obstruction

An Occupier must not obstruct lawful use of Common Property by any person.

5 Damage to lawns, gardens and landscaping

5.1 The Occupier must not, without the Body Corporate's written approval –

(a) damage any lawn, garden, tree, shrub, plant or flower on the Common Property; or

(b) use for his or her own purposes as a garden any portion of the Common Property.

5.2 An approval under By-law 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

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

6.2 However, an Owner may install a locking or safety device to protect the Lot against intruders, or a screen to prevent 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.

6.3 The Owner must keep the device installed under By-law 6.2 in good order and repair.

7 Behaviour of invitees

An Occupier must take all reasonable steps to ensure that invitees do not behave in a manner likely to interfere with the peaceful enjoyment of another Lot or the Common Property.

8 Leaving of rubbish etc. on Common Property

An Occupier must not leave rubbish or other material on the Common Property in any way or place likely to interfere with the enjoyment of Common Property by someone else.

9 Appearance of Lot

Title Reference [Leo Crescent Apartments CTS 35435]

- 9.1 An Occupier 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 An Occupier must not, without the Body Corporate's written approval:-
- (1) hang washing, bedding, or another cloth article if the article is visible from another Lot or the Common Property, or from outside the Scheme land; or
 - (2) display a sign, advertisement, placard, banner, pamphlet or similar article if the article is visible from another Lot or the Common Property, or from outside the Scheme land.

10 Storage of flammable materials

- 10.1 An Occupier must not, without the Body Corporate's written approval, store a flammable substance on the Common Property.
- 10.2 An Occupier 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, By-laws 10.1 and 10.2 do not apply to the storage of fuel in:-
- (1) the fuel tank of a vehicle, boat or internal combustion engine; or
 - (2) a tank kept on a vehicle or boat in which the 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, an Occupier 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 An Occupier must:-
- (1) comply with all Requirements about disposal of garbage;
 - (2) ensure that the health, hygiene and comfort of other persons is not adversely affected by the disposal of the Occupier's garbage;
 - (3) use any garbage receptacle provided by the Body Corporate and separate where necessary, any garbage so that full use is made of any recycling program implemented by the Local Government; and
 - (4) ensure that all empty bottles, boxes, used containers and similar items are stored so that they are not visible from another Lot or Common Property.

12 Keeping of animals

- 12.1 Subject to Section 181 of the Act, an Occupier must not, without the Body Corporate's written approval,
- (1) bring or keep an animal on the Lot or Common Property; or
 - (2) permit invitees to bring or keep an animal on the Lot or Common Property.
- 12.2 An approval given by the Body Corporate under by-law 12.1 must be on the following conditions:-
- (1) the relevant animal must be restricted to the Occupier's Lot and any area set aside for the exclusive use of that Lot;

Title Reference [Leo Crescent Apartments CTS 35435]

- (2) the animal must be properly restrained or controlled at all times;
 - (3) the Occupier of Invitee must prevent the animal from causing a nuisance, by noise or otherwise, at all times; and
 - (4) the approval relates only to the specified animal.
- 12.3 If any of the conditions specified in By-law 12.2 are contravened, the Body Corporate or the Committee may after two warnings to the Occupier, require the immediate and permanent removal of the animal from the Lot and Common Property.

13 Skateboards, Scooters and Rollerblades

An Occupier must not, without the Body Corporate's written approval:-

- (1) Ride a skateboard, scooter or rollerblades on the Common Property; or
- (2) Permit invitees to ride a skateboard, scooter or rollerblades on the Common Property.

14 Aerials

An Occupier must not erect any television or radio aerials or other communication receivers on the Common Property or a Lot without the prior written of the Body Corporate.

15 Air-conditioning equipment

An occupier must not install any air-conditioning equipment on the outside of the Lot without first obtaining the written consent of the Body Corporate.

16 Structural Alterations or Renovations to a Lot

16.1 For the purposes of the By-law "Works" means:-

- (1) structural alterations; or
- (2) works associated with any Services,

to the Lot.

16.2 An Occupier must not undertake any Works without first obtaining the written consent of the Committee. When requesting the Committee's approval, the Occupier must provide to the Committee the following minimum information in relation to the proposed Works:-

- (1) plans of the proposed Works;
- (2) a proposed construction timetable; and
- (3) details of the contractors to undertake the proposed Works.

16.3 In giving its consent to any Works to be undertaken by an Occupier, the Committee:-

- (1) must act reasonably; and
- (2) may impose any conditions to apply to the construction of the Works.

16.4 In addition to any conditions imposed by the Committee under By-law 16.3, the Occupier must ensure that the approved Works are undertaken:-

Title Reference [Leo Crescent Apartments CTS 35435]

- (1) in a proper and workmanlike manner;
 - (2) in accordance with the plans and specifications approved by the Committee;
 - (3) in accordance with all Requirements; and
 - (4) without any interference to the Services.
- 16.5 An Occupier must rectify, to the satisfaction of the Committee and at the cost of the Occupier, any damage caused to the Common Property as a result of the construction of the Works.

17 Improvements to Common Property

- 17.1 An Occupier must not make any Improvements without the prior written consent of the Body Corporate.
- 17.2 In giving its consent to any Improvement, the Body Corporate may:-
- (1) obtain advice from consultants; and
 - (2) recover the costs of obtaining advice from consultants from the person seeking the Body Corporate's consent.
- 17.3 Any improvement approved by the Body corporate under this By-law:-
- (1) must comply with all Requirements; and
 - (2) must be maintained and repaired by the Occupier unless excused buy the Body Corporate.
- 17.4 The Body Corporate may remove any unauthorised improvement and recover the costs of doing so from the person responsible for the Improvement.

18 Auction Sale

An Owner must not allow any auction sale to be conducted within the Owner's Lot or from Common Property without the prior written consent of the Body Corporate.

19 Use of Services

All Occupiers and Invitees must:-

- (1) observe all Requirements in the use of the Services;
- (2) not use the Services for any purpose other than the purposes for which they were constructed;
- (3) not overload any Services or Service Infrastructure;
- (4) not waste water and ensure that all water taps in the Lot are turned off when not in use.

20 Windows

An Occupier must:-

- (1) Keep the windows in its Lot clean; and
- (2) Promptly replace, at the Occupier's expense, any window which is broken or cracked with new glass of the same kind and weight as currently installed.

Title Reference [Leo Crescent Apartments CTS 35435]**21 Copy of By-Laws**

A non-resident Owner must provide any tenant or other occupier of its Lot with a copy of these By-laws.

22 Recovery of Costs

If requested by the Body Corporate, an Owner of a Lot must pay to the Body Corporate as a liquidated debt immediately due and owing the Body Corporate's Costs of:-

- (1) recovering levies or other monies payable by that Owner to the Body Corporate; or
- (2) undertaking an obligation of that Owner or an Occupier of the Lot under the Act, the Small Schemes Module or these By-laws; or
- (3) remedying a breach by that Owner or an Occupier of the Lot of the Act, the Small Schemes Module or these By-laws.

23 Interest

The Body Corporate may charge and recover interest at an annual rate determined by the Body Corporate by ordinary resolution in general meeting on any unpaid levies or other monies payable by an Owner to the Body Corporate.

24 Exclusive Use

The Body Corporate grants to the Owner of each Lot the exclusive use and enjoyment of those areas of the Common Property as allocated and for the purposes specified in Schedule "E" and identified in the attached sketch plan marked "B" on the following conditions:-

- (1) the Owner is responsible for the cost of maintaining its exclusive use area including any improvements installed on the exclusive use area in accordance with Section 84(2) of the Small Schemes Module;
- (2) the Owner must not construct any structure on the exclusive use area without first obtaining the written consent of the Body Corporate;
- (3) the Owner must allow the Body Corporate access at all times to the exclusive use area to enable inspection and maintenance, if necessary.

Title Reference [Leo Crescent Apartments CTS 35435]

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

LOT ON PLAN OR COMMON PROPERTY	TYPES OF STATORY EASEMENT-SERVICES	SERVICES DIAGRAM REFERENCE
Lot 1 on SP 184105 Lot 2 on SP 184105 Lot 3 on SP 184105 Lot 4 on SP 184105 Lot 5 on SP 184105 Common Property of Community Titles Scheme	<ul style="list-style-type: none"> (a) An easement for lateral and subjacent support pursuant to section 115 N of the Land Title Act 1994 ("LTA"); (b) An easement for supplying utility services to the lot and establishing and maintaining utility infrastructure reasonably necessary for supplying the utility services pursuant to section 115O of the LTA; (c) An easement in favour of the common property of the Scheme against the lot for supplying utility services to the common property and establishing and maintaining utility infrastructure reasonably necessary for supplying utility services to the common property pursuant to section 115P of the LTA; (d) An easement for shelter pursuant to section 115Q of the LTA; and (e) An easement for projections pursuant to section 115R of the LTA; and (f) An easement for maintenance of the building close to the boundary pursuant to section 115S of the LTA. 	Services Location Diagram – attached sketch plan marked "A"

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

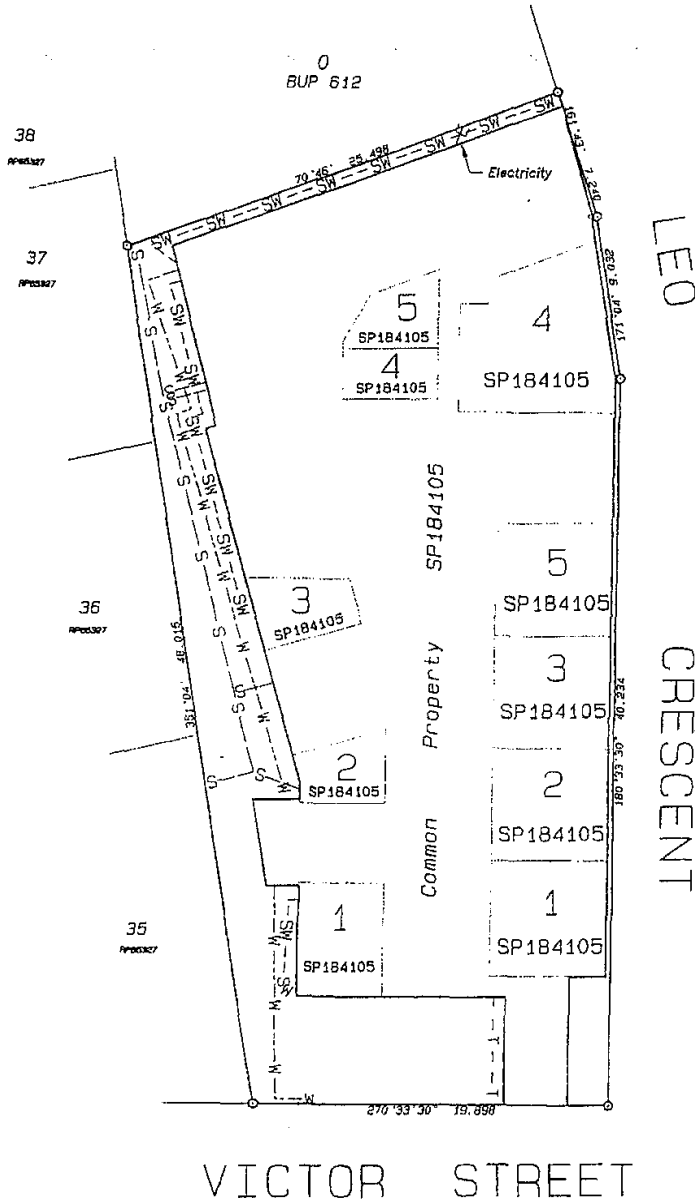
LOT NO.	EXCLUSIVE USE AREA ON ATTACHED EXCLUSIVE USE AREA PLAN MARKED 'A'	USE
1	A	Garden
2	B	Garden
3	C	Garden
4	D	Garden
5	E	Garden

LOT NO.	EXCLUSIVE USE AREA ON ATTACHED EXCLUSIVE USE AREA PLAN MARKED 'C'	USE
3	C2	Garden

'LEO CRESCENT APARTMENTS'
COMMUNITY TITLES SCHEME No.

PLAN OF SERVICES IN THE COMMON PROPERTY ON LEVEL A ON SP184105
 SKETCH PLAN - SERVICES

A
 PAGE 11 OF 13



LEGEND ---T---T Telstra ---W---W Water ---S---S Sewer Line ---SW---SW Stormwater Drainage ---E---E Electricity	SCALE 1: 250 0 METRES 12.5 24 36.5	SKETCH PLAN OF SERVICES IN THE COMMON PROPERTY OF LEVEL A, COMMUNITY TITLES SCHEME No. 0 LEO CRESCENT ON SP184105 APARTMENTS	
	PARISH MDOLLOOLAH COUNTY CANNING	CLIENT A. MONACO	
	ORIGINAL O. POR 2 LOCALITY ALEXANDRA HEADLAND	LIVINGSTONE GROUP 214 NICKLIN WAY KARANA 4575 P.O. BOX 501 BUDDINA 4575	
	MAP REF 9544-43122 MERIDIAN RP87114	TELEPHONE (07) 5436 7666 FAX (07) 5437 6608 EMAIL survey@livingstones.net.au	
	LOCAL AUTHORITY MAROOCHY S.C.	JOB NO 2936	

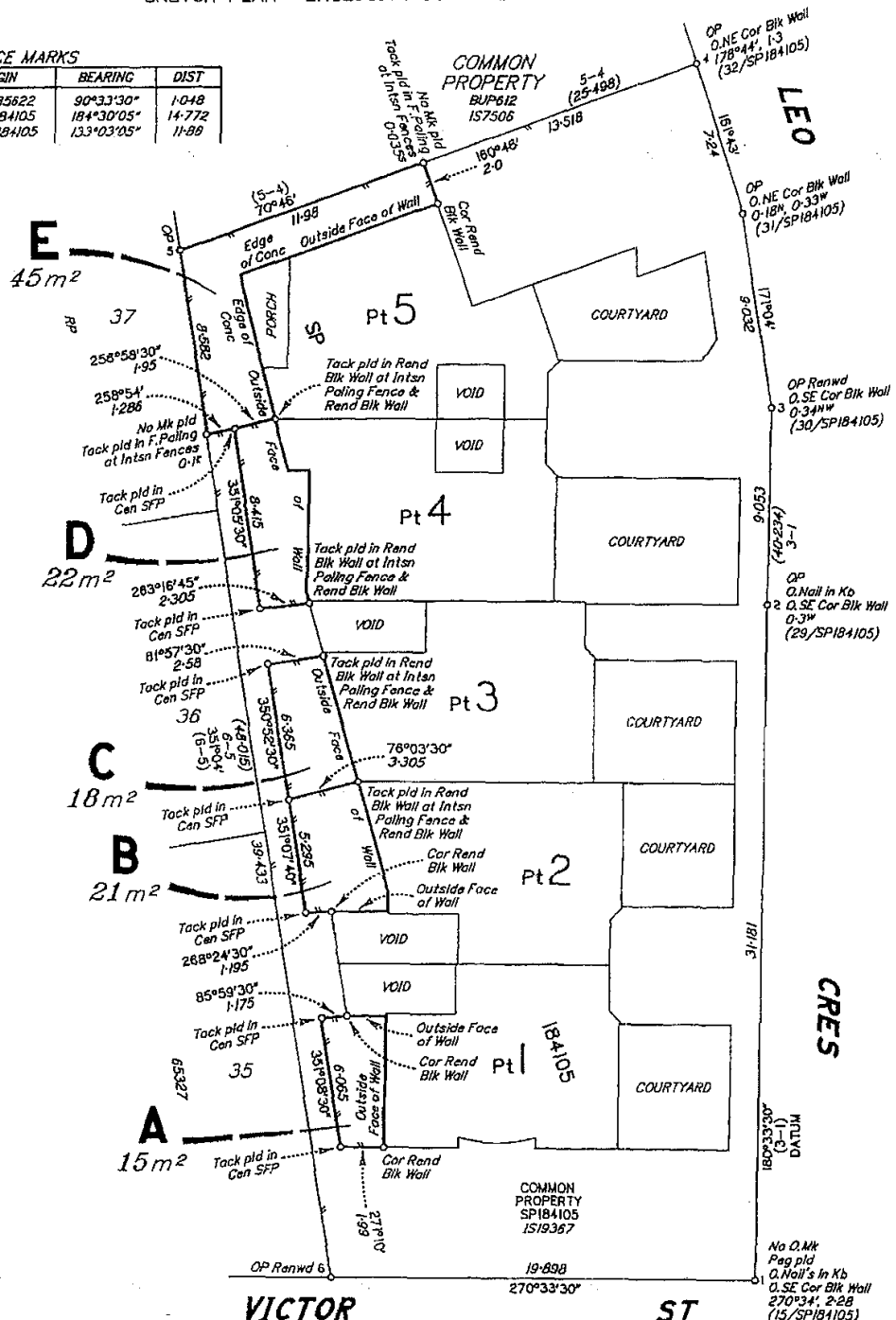
**LEO CRESCENT APARTMENTS
COMMUNITY TITLES SCHEME NO.**

PLAN OF EXCLUSIVE USE AREAS IN THE COMMON PROPERTY ON LEVEL B ON SPI84105
SKETCH PLAN - EXCLUSIVE USE AREAS

'B'

STN	TO	ORIGIN	BEARING	DIST
1	O.Nail in Kb	8/TP185622	90°33'30"	1-048
1	O.Nail in Kb	15/SPI84105	184°30'05"	14-772
2	O.Nail in Kb	29/SPI84105	133°03'05"	11-88

REFERENCE MARKS



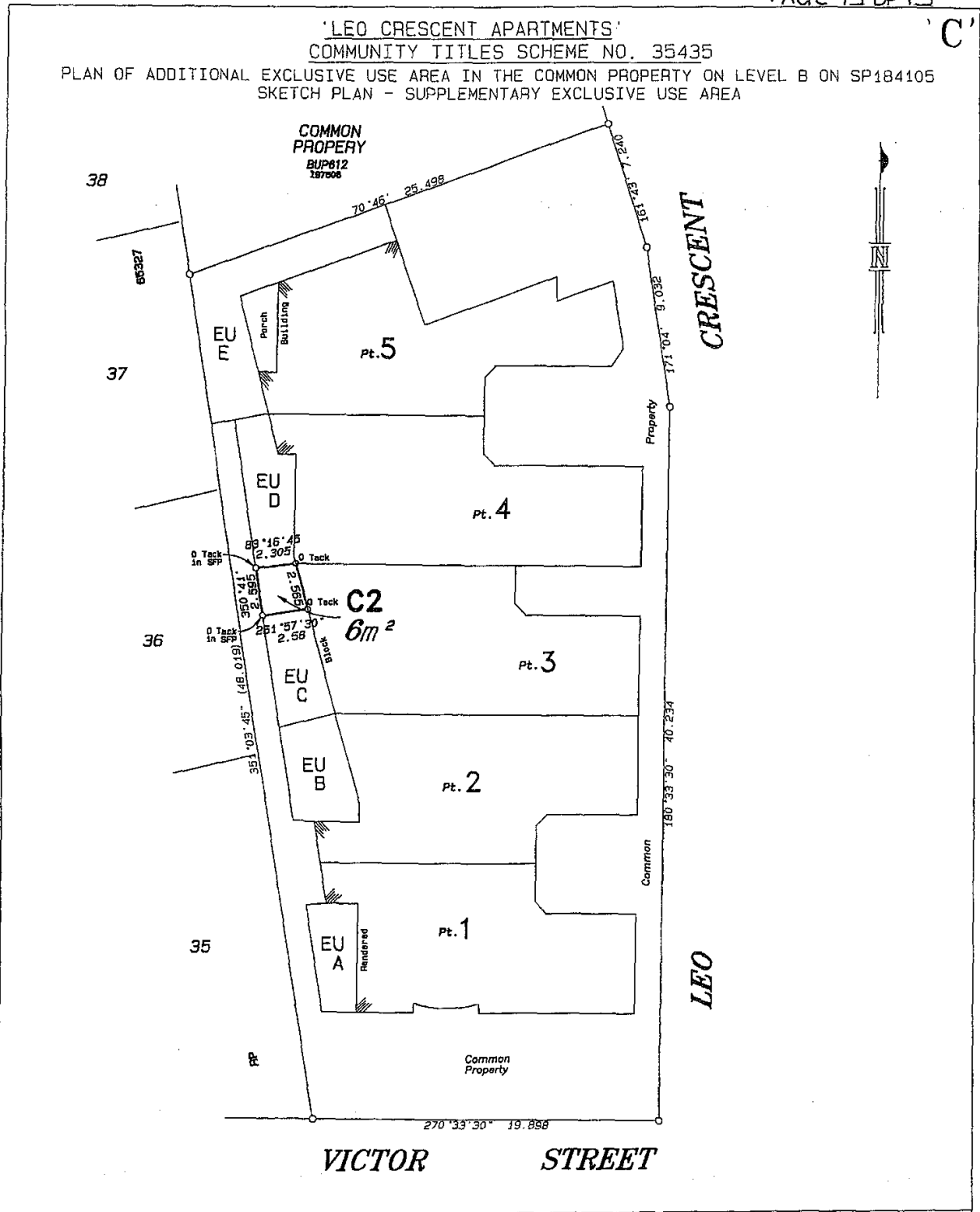
LIVINGSTONE (QLD) PTY. LTD., (ACN 107 984 634) T/A Livingstone Group hereby certify that the land comprised in this plan was surveyed by the corporation, by Bruce LIVINGSTONE, cadastral surveyor, for whose work the corporation accepts responsibility, and that the plan is accurate, that the said survey 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 15/5/06.

[Signature]
Director
Date 15/5/06

SCALE	1:200
PARISH	MOOLOOLAH
COUNTY	CANNING
ORIGINAL	PPR 2
LOCALITY	ALEXANDRA HEADLAND
MAP REF	9544-43122
MERIDIAN	SPI84105
LOCAL AUTHORITY	MARDOCHY S. C.

SKETCH PLAN OF EXCLUSIVE USE AREAS IN THE COMMON PROPERTY ON LEVEL B, COMMUNITY TITLES SCHEME No. LEO CRESCENT APARTMENTS ON SPI84105.

LIVINGSTONE GROUP		Client
TELEPHONE (07) 5436 7666	FAX (07) 5437 6608	A. MONACO
EMAIL survey@livingstones.net.au		
214 NICKLIN WAY WARANA 4575	P.O. BOX 501 BUDDINA 4575	Job No. 2936



Livingstone (Qld) Pty. Ltd., (ACN 107 964 534) 1/A Livingstone Group hereby certify that the details shown on this plan are correct. Director and Cadastral Surveyor 11/12/2014 Date	SCALE 1:200	0 METRES 10.0 20.0 30.0	
	PARISH MOOLOOLAH	SKETCH PLAN OF ADDITIONAL EXCLUSIVE USE AREA IN COMMON PROPERTY OF LEVEL B, COMMUNITY TITLES SCHEME No. 35435, LEO CRESCENT APARTMENTS, SP 184105	
	COUNTY CANNING	LIVINGSTONE GROUP	
	ORIGINAL POR 2	TELEPHONE (07) 5444 2922 FAX (07) 5444 2977 EMAIL offices@livingstones.net.au	Client Fletcher
	LOCALITY ALEXANDRA HEADLAND	24 PARKANA CRESCENT WARANA 4575	P.O. BOX 501 BUDDINA 4575
	MAP REF 9544-43122	MERIDIAN AP87114	LOCAL AUTHORITY'S, C.R.C.

2036

Jab No. 6372-EU

Title Reference [50610187]

Statement about alteration or minor correction to Land Registry Form

Form being altered or corrected: CMS

Name of authorised person or solicitor:

Leanne Gael Swan

Name of authorised person's firm or employer (legal practice, commercial lender or settlement agency):

Bakers Lawyers

Item/s being altered or corrected:


8

Details of alteration or minor correction:

Insertion of "Consent of body corporate"

Party represented (where signed by solicitor):

Body Corporate


.....
Authorised person's or Solicitor's Signature



the small block strata co.

NSW

QLD

SA

TAS

VIC

WA

specialists of value strata

PO Box 1547 Noosa Heads QLD 4567

T (07) 5473 3444 F (07) 5470 2752 E smallblockqld@cstm.com.au

cstm.com.au/smallblock

ABN 97 828 410 292

28 January 2026

LEO CRESCENT APARTMENTS CTS 35435
Not registered for GST

INFOTRACK PTY LTD
PO Box 10314 Adelaide Street
BRISBANE QLD 4000

Ref

Re	Lot	3	LEO CRESCENT APARTMENTS CTS 35435
Fee	84.10		Paid

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

LEO CRESCENT APARTMENTS

CTS No. **35435**

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: **Shireze Van Der Walt**

Company: **The Small Block Strata Company**

Phone: **0754733400**

Email: **admin@soundbcm.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: **3**

Plan type and number: **184105**

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:

Small

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:

given with this certificate and listed below

Date of Resolution	Lot Description	Conditions
15/05/06	1-5 Garden	

Lot entitlements and financial information

Lot entitlements

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

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

Contribution schedule

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

Total contribution schedule lot entitlements for all lots: **5**

Interest schedule

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

Total interest schedule lot entitlements for all lots: **5**

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 **3** for the current financial year: \$ **6,840.26**

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

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

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

Period	Due date	Amount due	Amount due if discount applied	Paid
01/04/25 to 30/06/25	01/04/25	2,686.31	2,149.05	24/03/25
01/07/25 to 30/09/25	01/07/25	2,686.31	2,149.05	24/06/25
01/10/25 to 31/12/25	01/10/25	733.82	587.06	23/09/25
01/01/26 to 31/03/26	01/01/26	733.82	587.06	29/12/25
01/04/26****30/06/26	01/04/26	855.03	684.02	
Amount overdue				Nil
Amount Unpaid including amounts billed not yet due				Nil

Sinking fund contributions

Total amount of contributions (before any discount) for lot **3** for the current financial year: \$ **1,800.00**

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

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

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

Period	Due date	Amount due	Amount due if discount applied	Paid
01/04/25 to 30/06/25	01/04/25	450.00	360.00	24/03/25
01/07/25 to 30/09/25	01/07/25	450.00	360.00	24/06/25
01/10/25 to 31/12/25	01/10/25	450.00	360.00	23/09/25
01/01/26 to 31/03/26	01/01/26	450.00	360.00	29/12/25
01/04/26****30/06/26	01/04/26	450.00	360.00	
01/07/26****30/09/26	01/07/26	450.00	360.00	
Amount overdue				Nil
Amount Unpaid including amounts billed not yet due				Nil

Special contributions - Administrative Fund (IF ANY)

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

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

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

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

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

Period	Due date	Amount due	Amount due if discount applied	Paid
--------	----------	------------	--------------------------------	------

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 amounts payable by the lot owner

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

No other amounts payable for the lot.

Summary of amounts due but not paid by the current owner

At the date of this certificate

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

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

Common property and assets

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

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

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

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

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

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

No

Current sinking fund balance (as at date of certificate): \$ 38,692.53

Improvements to common property the lot owner is responsible for

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

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

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

Body corporate assets

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

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

Insurance

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

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

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

Body corporate insurance policies

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

TYPE/COMPANY	POLICY NO.	SUM INSURED	PREMIUM	DUE DATE	EXCESS
BUILDING HUTCH UNDERWRITING	HRS11087580	62,703,387.00	15,683.88	28/08/26	Excess \$2000 See policy
PUBLIC LIABILITY HUTCH UNDERWRITING	HRS11087580	20,000,000.00		28/08/26	Excess \$2000 See policy
LAST VALUATION WHITTAKER & ASSOCIATES				09/06/26	Valuation Conducted 090621 Recommendation \$5,910,234

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?

No

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

No

Embedded network electricity supply

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

No

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

Body corporate authority

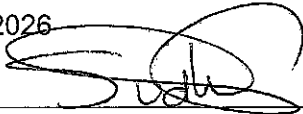
This certificate is signed and given under the authority of the body corporate.

Name/s The Small Block Strata Company

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

Residential Strata Insurance

Certificate of Currency

Policy Number: HRS11087580
UMR: B200800000STR2024



Certificate Date	28 July, 2025
Insurer	Issued by Hutch Underwriting Pty Ltd on behalf of certain underwriters at Lloyd's
Period of Cover	4:00pm Local Time 28/08/2025 to 4:00pm Local Time 28/08/2026
Insured	Body Corporate for 8 Leo Crescent CTS 35435
Interested Parties	None
Situation	Leo Crescent Apartments 8 Leo Crescent, ALEXANDRA HEADLAND, QLD, 4572

Cover

Section 1 Insured Property	Selected
Building Sum Insured	\$6,703,387
Common Area Contents	\$67,033
Temporary Accommodation Costs and Loss of Rent	\$1,005,508
Flood	Not Selected
Additional Catastrophe Cover	15%
Additional Catastrophe Cover	\$1,005,508
Unit Owners' Fixtures and Improvements	Selected
Unit Owners' Fixtures and Improvements	\$670,339
Section 2 Property Owner's Legal Liability	Selected
Limit of Liability	\$20,000,000
Section 3 Voluntary Workers	Selected
Death	\$100,000
Total Disablement (per week)	\$1,000
Section 4 Fidelity Guarantee	Selected
Sum Insured	\$100,000
Section 5 Office Bearers Legal Liability	Selected
Limit of Liability	\$1,000,000
Section 6 Machinery Breakdown	Selected
Sum Insured	\$100,000
Section 7 Government Audit and Related Covers	Selected
Part A: Government Audit Expenses	\$25,000

The Clear Way to Better Cover

W: hutchunderwriting.com.au T: 1 300 256 056

Hutch Underwriting Pty Ltd ABN 846 552 56 134, L8, 17 Bridge Street, Sydney, NSW, 2000.

Hutch is an Authorised Representative (number 001296345) of CoverRadar Group Pty Ltd, ABN 146 412 25 809, AFS Licence number 523647, of L8, 17 Bridge Street, Sydney, NSW, 2000

Residential Strata Insurance

Certificate of Currency

Policy Number: HRS11087580
UMR: B200800000STR2024



Part B: Health & Safety Legal Expenses \$100,000

Part C: Legal Expenses \$50,000

Section 8 Cyber

Cyber Coverage Sum Insured \$10,000

Policy Wording

Hutch Residential Strata version HRS8

Imposed Conditions

Condition # 1

Name Pool Signage

Code HSE06

Related Cover Liability to Others

Wording It is understood and agreed that the General Conditions part of the Policy is amended to include the following condition which must be complied with by the Body Corporate:

Pool Signage

Any pools and spas for which You are responsible for must meet Your statutory and local council rules at all times, which include registration, fencing and signage. Evidence of registration, fencing and signage must be provided upon request from Us.

If the above condition is not complied with by You, subject always to the provisions of the Insurance Contracts Act 1984, We may be entitled to refuse to pay a or reduce any liability in respect of a claim under this Policy by the amount which fairly represents the extent to which the Our interests were prejudiced as a result of Your breach of the above condition.

This Policy has been issued by Hutch Underwriting Pty Ltd ABN 846 552 56 134, of L8, 17 Bridge Street, Sydney, NSW, 2000, Authorised Representative number 001296345 on behalf of certain underwriters at Lloyds and confirms that on the Date of Issue a policy existing for the Period of Insurance and sums insured shown herein.

Hutch is an authorised representative of CoverRadar Group Pty Ltd ABN 146 412 25 809 AFS Licence number 523647 of L8, 17 Bridge Street, Sydney, NSW, 2000.

The Policy may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this certificate without further notice to the holder of this certificate.

It is issued as a matter of information only and does not confer any rights on the holder or any noted interested parties. This certificate does not amend, extend, replace, negate or override the benefits, terms, conditions and exclusions as described in the Schedule documents together with the Product Disclosure Statement and insurance policy wording.

The Clear Way to Better Cover

W: hutchunderwriting.com.au T: 1 300 256 056

Hutch Underwriting Pty Ltd ABN 846 552 56 134, L8, 17 Bridge Street, Sydney, NSW, 2000.

Hutch is an Authorised Representative (number 001296345) of CoverRadar Group Pty Ltd, ABN 146 412 25 809, AFS Licence number 523647, of L8, 17 Bridge Street, Sydney, NSW, 2000

LEO CRESCENT APARTMENTS CTS 35435

8 Leo Crescent Alexandra Headland Qld 4572 Comm Spend \$7,500 /1,500 PI

BALANCE SHEET

AS AT 28 JANUARY 2026

	ACTUAL 28/01/2026	ACTUAL 31/03/2025
<u>OWNERS FUNDS</u>		
Administrative Fund	3,175.62	4,051.95
Sinking Fund	38,692.53	39,642.47
<u>TOTAL</u>	<u>\$ 41,868.15</u>	<u>\$ 43,694.42</u>
<u>THESE FUNDS ARE REPRESENTED BY</u>		
<u>CURRENT ASSETS</u>		
Cash At Bank	41,588.55	56,239.67
Levies In Arrears	279.60	0.00
<u>TOTAL ASSETS</u>	41,868.15	56,239.67
<u>LIABILITIES</u>		
Next Year Discounts	0.00	(3,136.30)
Levies In Advance	0.00	15,681.55
<u>TOTAL LIABILITIES</u>	0.00	12,545.25
<u>NET ASSETS</u>	<u>\$ 41,868.15</u>	<u>\$ 43,694.42</u>

LEO CRESCENT APARTMENTS CTS 35435

8 Leo Crescent Alexandra Headland Qld 4572 Comm Spend \$7,500 /1,500 PI

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 APRIL 2025 TO 28 JANUARY 2026

	ACTUAL 01/04/25-28/01/26	BUDGET 01/04/25-31/03/26	VARIANCE %	ACTUAL 01/04/24-31/03/25
<u>ADMINISTRATIVE FUND</u>				
<u>INCOME</u>				
Levies - Administrative Fund	34,201.30	34,201.25	100.00	53,726.30
Discount - Admin Fund	(6,693.41)	(6,840.25)	97.85	(10,745.20)
Interest On Overdue Levies	28.64	0.00		0.00
<u>TOTAL ADMIN. FUND INCOME</u>	27,536.53	27,361.00		42,981.10
<u>EXPENDITURE - ADMIN. FUND</u>				
Accounting Fees	38.50	39.00	98.72	38.50
Bank Charges	0.75	0.00		0.00
Stratapay Transaction Fee	0.75	0.00		0.00
Body Corporate Administration	1,418.88	1,720.00	82.49	1,662.00
Cleaning Common Areas	572.00	242.00	236.36	220.00
Fees & Permits	200.00	517.00	38.68	470.00
Gas	420.59	300.00	140.20	309.31
Grounds & Gardens - Labour	2,948.00	4,528.00	65.11	4,312.00
Grounds & Gardens - Supplies	146.45	150.00	97.63	137.08
Insurance	15,683.88	16,739.00	93.70	15,217.05
Light & Power	1,339.85	1,204.00	111.28	1,003.27
<u>MAINTENANCE</u>				
- Electrical	88.00	160.00	55.00	159.71
- Fire Protection	522.50	488.00	107.07	444.40
- General	308.00	100.00	308.00	88.00
- Pest Control	2,170.00	2,205.00	98.41	2,100.00
- Plumbing	804.00	943.00	85.26	898.00
- Pool Repairs And Servicing	176.00	0.00		0.00
- Pool Chemicals	1,244.88	839.00	148.38	799.26
Management Fees Additional Svc	0.00	286.00	0.00	286.00
Outdoor Furniture	0.00	0.00	0.00	125.87
Rates - Council & Water	329.83	401.00	82.25	364.81
<u>TOTAL ADMIN. EXPENDITURE</u>	28,412.86	30,861.00		28,635.26
<u>SURPLUS / DEFICIT</u>	\$ (876.33)	\$ (3,500.00)		\$ 14,345.84
Opening Admin. Balance	4,051.95	4,051.95	100.00	(10,293.89)
<u>ADMINISTRATIVE FUND BALANCE</u>	\$ 3,175.62	\$ 551.95		\$ 4,051.95

LEO CRESCENT APARTMENTS CTS 35435

8 Leo Crescent Alexandra Headland Qld 4572 Comm Spend \$7,500 /1,500 PI

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 APRIL 2025 TO 28 JANUARY 2026

	ACTUAL 01/04/25-28/01/26	BUDGET 01/04/25-31/03/26	VARIANCE %	ACTUAL 01/04/24-31/03/25
<u>SINKING FUND</u>				
<u>INCOME</u>				
Levies - Sinking Fund	9,000.00	9,000.00	100.00	9,000.00
Discount - Sinking Fund	(1,620.00)	(1,800.00)	90.00	(1,800.00)
<u>TOTAL SINKING FUND INCOME</u>	7,380.00	7,200.00		7,200.00
<u>EXPENDITURE - SINKING FUND</u>				
Building R & M	8,329.94	0.00		1,378.85
<u>TOTAL SINK. FUND EXPENDITURE</u>	8,329.94	0.00		1,378.85
<u>SURPLUS / DEFICIT</u>	<u>\$ (949.94)</u>	<u>\$ 7,200.00</u>		<u>\$ 5,821.15</u>
Opening Sinking Fund Balance	39,642.47	39,642.47	100.00	33,821.32
<u>SINKING FUND BALANCE</u>	<u>\$ 38,692.53</u>	<u>\$ 46,842.47</u>		<u>\$ 39,642.47</u>

LEO CRESCENT APARTMENTS CTS 35435

8 Leo Crescent Alexandra Headland Qld 4572 Comm Spend \$7,500 /1,500 PI

BALANCE SHEET

AS AT 31 MARCH 2025

	ACTUAL 31/03/2025	ACTUAL 31/03/2024
<u>OWNERS FUNDS</u>		
Administrative Fund	4,051.95	(10,293.89)
Sinking Fund	39,642.47	33,821.32
<u>TOTAL</u>	<u>\$ 43,694.42</u>	<u>\$ 23,527.43</u>
<u>THESE FUNDS ARE REPRESENTED BY</u>		
<u>CURRENT ASSETS</u>		
Cash At Bank	56,239.67	31,514.88
<u>TOTAL ASSETS</u>	<u>56,239.67</u>	<u>31,514.88</u>
<u>LIABILITIES</u>		
Accruals	0.00	723.25
Next Year Discounts	(3,136.30)	(1,816.04)
Levies In Advance	15,681.55	9,080.24
<u>TOTAL LIABILITIES</u>	<u>12,545.25</u>	<u>7,987.45</u>
<u>NET ASSETS</u>	<u>\$ 43,694.42</u>	<u>\$ 23,527.43</u>

LEO CRESCENT APARTMENTS CTS 35435

8 Leo Crescent Alexandra Headland Qld 4572 Comm Spend \$7,500 /1,500 PI

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 APRIL 2024 TO 31 MARCH 2025

	ACTUAL 01/04/24-31/03/25	BUDGET 01/04/24-31/03/25	VARIANCE %	ACTUAL 01/04/23-31/03/24
<u>ADMINISTRATIVE FUND</u>				
<u>INCOME</u>				
Levies - Administrative Fund	53,726.30	53,726.25	100.00	28,526.10
Discount - Admin Fund	(10,745.20)	(10,745.25)	100.00	(5,445.09)
Interest On Overdue Levies	0.00	0.00	0.00	53.60
<u>TOTAL ADMIN. FUND INCOME</u>	42,981.10	42,981.00		23,134.61
<u>EXPENDITURE - ADMIN. FUND</u>				
Accounting Fees	38.50	39.00	98.72	38.50
Body Corporate Administration	1,662.00	1,662.00	100.00	1,606.00
Cleaning Common Areas	220.00	0.00		0.00
Fees & Permits	470.00	200.00	235.00	200.00
Gas	309.31	300.00	103.10	246.60
Grounds & Gardens - Labour	4,312.00	4,048.00	106.52	4,048.00
Grounds & Gardens - Supplies	137.08	320.00	42.84	289.92
Insurance	15,217.05	18,806.00	80.92	17,096.16
Light & Power	1,003.27	1,593.00	62.98	1,328.11
<u>MAINTENANCE</u>				
- Electrical	159.71	0.00		0.00
- Fences	0.00	132.00	0.00	132.00
- Fire Protection	444.40	305.00	145.70	274.56
- General	88.00	264.00	33.33	264.00
- Pest Control	2,100.00	2,163.00	97.09	2,060.00
- Plumbing	898.00	1,320.00	68.03	1,452.00
- Pool Repairs And Servicing	0.00	0.00	0.00	24.20
- Pool Chemicals	799.26	640.00	124.88	609.26
Management Fees Additional Svc	286.00	154.00	185.71	192.50
Outdoor Furniture	125.87	0.00		0.00
Rates - Council & Water	364.81	571.00	63.89	518.96
Refuse	0.00	170.00	0.00	167.75
<u>TOTAL ADMIN. EXPENDITURE</u>	28,635.26	32,687.00		30,548.52
<u>SURPLUS / DEFICIT</u>	<u>\$ 14,345.84</u>	<u>\$ 10,294.00</u>		<u>\$ (7,413.91)</u>
Opening Admin. Balance	(10,293.89)	(10,293.89)	100.00	(2,879.98)
<u>ADMINISTRATIVE FUND BALANCE</u>	<u>\$ 4,051.95</u>	<u>\$ 0.11</u>		<u>\$ (10,293.89)</u>

LEO CRESCENT APARTMENTS CTS 35435

8 Leo Crescent Alexandra Headland Qld 4572 Comm Spend \$7,500 /1,500 PI

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 APRIL 2024 TO 31 MARCH 2025

	ACTUAL 01/04/24-31/03/25	BUDGET 01/04/24-31/03/25	VARIANCE %	ACTUAL 01/04/23-31/03/24
<u>SINKING FUND</u>				
<u>INCOME</u>				
Levies - Sinking Fund	9,000.00	9,000.00	100.00	16,875.00
Discount - Sinking Fund	(1,800.00)	0.00	0.00	(3,206.25)
Other Levies	0.00	0.00	0.00	650.00
<u>TOTAL SINKING FUND INCOME</u>	7,200.00	9,000.00		14,318.75
<u>EXPENDITURE - SINKING FUND</u>				
Building R & M	1,378.85	0.00		6,688.41
<u>TOTAL SINK. FUND EXPENDITURE</u>	1,378.85	0.00		6,688.41
<u>SURPLUS / DEFICIT</u>	<u>\$ 5,821.15</u>	<u>\$ 9,000.00</u>		<u>\$ 7,630.34</u>
Opening Sinking Fund Balance	<u>33,821.32</u>	<u>33,821.32</u>	100.00	<u>26,190.98</u>
<u>SINKING FUND BALANCE</u>	<u>\$ 39,642.47</u>	<u>\$ 42,821.32</u>		<u>\$ 33,821.32</u>

QUEENSLAND LAND REGISTRY **FIRST/NEW COMMUNITY MANAGEMENT STATEMENT**
Body Corporate and Community Management Act 1997

CMS Version 2
Page 1 of 10



This statement incorporates and must include the following:

THIS STATEMENT MUST BE LODGED TOGETHER WITH A FORM 14 GENERAL REQUEST AND IN THE CASE OF A NEW STATEMENT MUST BE LODGED WITHIN THREE (3) MONTHS OF THE DATE OF CONSENT BY THE BODY CORPORATE

- 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

Office use only

CMS LABEL NUMBER

1. Name of community titles scheme LEO CRESCENT APARTMENTS COMMUNITY TITLES SCHEME	2. Regulation module Small Schemes Module
--	---

Name of body corporate

BODY CORPORATE FOR LEO CRESCENT APARTMENTS COMMUNITY TITLES SCHEME CTS

4. Scheme land

Lot on Plan Description	County	Parish	Title Reference
See Enlarged Panel			

5. Name and address of original owner #

ANTONIO MONACO AS TRUSTEE UNDER INSTRUMENT 706261029
PO BOX 1250
MOOLOOLABA QLD 4557

6. Reference to plan lodged with this statement

SP 184105

first community management statement only

7. Local Government community management statement notation

signed

MICHAEL HENDERSON UNIT CO-ORDINATOR WORKS ASSESSMENT name and designation

MAROOCHY SHIRE COUNCIL name of Local Government

8. Execution by original owner/Consent of body corporate

Execution Date

15 / 5 / 06

*Execution

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

Privacy Statement

The information from this form is collected under the authority of the Body Corporate and Community Management Act 1997 and is used for the purpose of maintaining the publicly searchable registers in the land registry.

4. Scheme Land

Lot on Plan Description	County	Parish	Title Reference
Common Property of Leo Crescent Apartments Community Titles Scheme CTS	Canning	Mooloolah	16091246
Lot 1 on SP 184105	Canning	Mooloolah	
Lot 2 on SP 184105	Canning	Mooloolah	
Lot 3 on SP 184105	Canning	Mooloolah	
Lot 4 on SP 184105	Canning	Mooloolah	
Lot 5 on SP 184105	Canning	Mooloolah	

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS
--

Lot on Plan	Contribution	Interest
Lot 1 on SP	1	1
Lot 2 on SP	1	1
Lot 3 on SP	1	1
Lot 4 on SP	1	1
Lot 5 on SP	1	1
TOTALS	5	5

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

The scheme is not being further developed.

SCHEDULE C BY-LAWS

1 Definitions and Interpretation

1.1 Definitions

In these By-Laws:

- (1) "Act" means Body Corporate and Community Management Act 1997 or legislation which replaces it;
- (2) "Body Corporate" means the body corporate for the Scheme;
- (3) "Body Corporate Asset" means a body corporate asset of the Scheme;
- (4) "Committee" means the committee of the Body Corporate elected in accordance with the Act;
- (5) "Common Property" means the common property of the Scheme;
- (6) "Costs" means any costs, charges, expenses, outgoings, payments or other expenditure of any nature and, where appropriate, includes reasonable fees and disbursements payable to contractors, consultants, accountants and lawyers;
- (7) "Improvements" means:
 - (a) any addition or alteration to the Common Property or any Body Corporate Asset; or
 - (b) the installation of any fixtures, equipment, appliances or other apparatus on the Common Property.
- (8) "Invitee" means any guest, visitor, licensee or agent of an Owner or an Occupier who may be on a Lot or the Common Property with or without invitation;
- (9) "Lot" means a lot in the Scheme;
- (10) "Occupier" means an occupier of a Lot as defined in Schedule 4 of the Act and includes the Owner;
- (11) "Owner" means the registered owner of a Lot;

Leo Crescent Apartments Community Titles Scheme

Page 4 of 10

- (12) "Requirement" means any requirement or authorisation of any statutory body, local authority, governmental or other authority necessary or desirable under applicable law or regulation and includes the provisions of any statute, ordinance or by-law under the Act;
- (13) "Scheme" means the Leo Crescent Apartments Community Titles Scheme;
- (14) "Services" means all gas, electricity, telephone, water, sewerage, fire prevention, ventilation and air conditioning services and all other services or systems provided in the Scheme or available for the Lot;
- (15) "Service Infrastructure" means any infrastructure for the provision of Services to the Scheme or any Lot;
- (16) "Small Schemes Module" means the Body Corporate and Community Management (Small Schemes Module) Regulation 1997; and
- (17) "Vehicle" means any motor car, motor cycle, truck, van, bus, articulated vehicle, caravan, trailer, boat trailer including any boat and any other form of transport or vehicle designed for movement upon wheels.

1.2 Interpretations

- (1) Reference to:
- (a) the singular includes a plural and the plural includes the singular;
- (b) a person means a person bound by these By-laws and includes a Body Corporate, an unincorporated association or an authority; and
- (c) a statute, regulation, or provision of a statute or regulation ("Statutory Provision") includes:
- (i) that Statutory Provision as amended or re-enacted from time to time; and
- (ii) a statute, regulation or provision enacted in replacement of that Statutory Provision.
- (2) "Including" and similar expressions are not words of limitation.
- (3) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (4) Headings are for convenience only and do not form part of these By-laws or affect interpretation.
- (5) Unless the context requires otherwise, words that have a defined meaning in the Act have the same meaning in these By-laws.

Noise

2.1 An occupier of a lot shall not create any noise likely to interfere with the peaceful enjoyment of a person lawfully occupying another Lot or the common property.

2.2 An Occupier must ensure:-

- (1) The volume of all musical instruments, radios, televisions and sound equipment played or operated by the Occupier or its invitees in the Lot is kept at a reasonably low level at all times;
- (2) No social gathering of people occurs on the Lot which may result in noise or the presence of such people interfering with the peaceful enjoyment of a person lawfully on another Lot or the Common Property;
- (3) No musical instrument is practiced in the Lot between 10.00pm and 8.00am; and
- (4) Any invitee departing the Lot after 11.00pm leaves quietly.

2.3 In the event of any unavoidable noise in a Lot, the Occupier must take all practicable steps to minimise such noise or likely annoyance to other Occupiers including the closing of doors, windows and curtains in the Lot.

3 Vehicles

Leo Crescent Apartments Community Titles Scheme

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3.1 An Occupier must not, without the Body Corporate's written approval –

- (a) park a vehicle, or allow a vehicle to stand on the Common Property; or
- (b) permit an invitee to park a vehicle, or allow a vehicle to stand on the Common Property.

3.2 An approval under By-law 3.1 must state the period for which it is given and must specify the area or areas of Common Property on which the Vehicle may be parked.

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

4 Obstruction

An Occupier must not obstruct lawful use of Common Property by any person.

5 Damage to lawns, gardens and landscaping

5.1 The Occupier must not, without the Body Corporate's written approval –

- (a) damage any lawn, garden, tree, shrub, plant or flower on the Common Property; or
- (b) use for his or her own purposes as a garden any portion of the Common Property.

5.2 An approval under By-law 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

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

6.2 However, an Owner may install a locking or safety device to protect the Lot against intruders, or a screen to prevent 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.

6.3 The Owner must keep the device installed under By-law 6.2 in good order and repair.

7 Behaviour of invitees

An Occupier must take all reasonable steps to ensure that invitees do not behave in a manner likely to interfere with the peaceful enjoyment of another Lot or the Common Property.

Leaving of rubbish etc. on Common Property

An Occupier must not leave rubbish or other material on the Common Property in any way or place likely to interfere with the enjoyment of Common Property by someone else.

9 Appearance of Lot

9.1 An Occupier 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 An Occupier must not, without the Body Corporate's written approval:-

- (1) hang washing, bedding, or another cloth article if the article is visible from another Lot or the Common Property, or from outside the Scheme land; or
- (2) display a sign, advertisement, placard, banner, pamphlet or similar article if the article is visible from another Lot or the Common Property, or from outside the Scheme land.

10 Storage of flammable materials

Leo Crescent Apartments Community Titles Scheme

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- 10.1 An Occupier must not, without the Body Corporate's written approval, store a flammable substance on the Common Property.
- 10.2 An Occupier 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, By-laws 10.1 and 10.2 do not apply to the storage of fuel in:-
- (1) the fuel tank of a vehicle, boat or internal combustion engine; or
 - (2) a tank kept on a vehicle or boat in which the 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, an Occupier 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 An Occupier must:-
- (1) comply with all Requirements about disposal of garbage;
 - (2) ensure that the health, hygiene and comfort of other persons is not adversely affected by the disposal of the Occupier's garbage;
 - (3) use any garbage receptacle provided by the Body Corporate and separate where necessary, any garbage so that full use is made of any recycling program implemented by the Local Government; and
 - (4) ensure that all empty bottles, boxes, used containers and similar items are stored so that they are not visible from another Lot or Common Property.
- 12 Keeping of animals**
- 12.1 Subject to Section 181 of the Act, an Occupier must not, without the Body Corporate's written approval;
- (1) bring or keep an animal on the Lot or Common Property; or
 - (2) permit invitees to bring or keep an animal on the Lot or Common Property.
- 12.2 An approval given by the Body Corporate under by-law 12.1 must be on the following conditions:-
- (1) the relevant animal must be restricted to the Occupier's Lot and any area set aside for the exclusive use of that Lot;
 - (2) the animal must be properly restrained or controlled at all times;
 - (3) the Occupier of Invitee must prevent the animal from causing a nuisance, by noise or otherwise, at all times; and
 - (4) the approval relates only to the specified animal.
- 12.3 If any of the conditions specified in By-law 12.2 are contravened, the Body Corporate or the Committee may after two warnings to the Occupier, require the immediate and permanent removal of the animal from the Lot and Common Property.
- 13 Skateboards, Scooters and Rollerblades**
- An Occupier must not, without the Body Corporate's written approval:-
- (1) Ride a skateboard, scooter or rollerblades on the Common Property; or
 - (2) Permit invitees to ride a skateboard, scooter or rollerblades on the Common Property.

14 Aerials

An Occupier must not erect any television or radio aerials or other communication receivers on the Common Property or a Lot without the prior written consent of the Body Corporate.

15 Air-conditioning equipment

An occupier must not install any air-conditioning equipment on the outside of the Lot without first obtaining the written consent of the Body Corporate.

16 Structural Alterations or Renovations to a Lot

16.1 For the purposes of the By-law "Works" means:-

- (1) structural alterations; or
- (2) works associated with any Services,

to the Lot.

16.2 An Occupier must not undertake any Works without first obtaining the written consent of the Committee. When requesting the Committee's approval, the Occupier must provide to the Committee the following minimum information in relation to the proposed Works:-

- (1) plans of the proposed Works;
- (2) a proposed construction timetable; and
- (3) details of the contractors to undertake the proposed Works.

16.3 In giving its consent to any Works to be undertaken by an Occupier, the Committee:-

- (1) must act reasonably; and
- (2) may impose any conditions to apply to the construction of the Works.

16.4 In addition to any conditions imposed by the Committee under By-law 16.3, the Occupier must ensure that the approved Works are undertaken:-

- (1) in a proper and workmanlike manner;
- (2) in accordance with the plans and specifications approved by the Committee;
- (3) in accordance with all Requirements; and
- (4) without any interference to the Services.

16.5 An Occupier must rectify, to the satisfaction of the Committee and at the cost of the Occupier, any damage caused to the Common Property as a result of the construction of the Works.

17 Improvements to Common Property

17.1 An Occupier must not make any Improvements without the prior written consent of the Body Corporate.

17.2 In giving its consent to any Improvement, the Body Corporate may:-

- (1) obtain advice from consultants; and
- (2) recover the costs of obtaining advice from consultants from the person seeking the Body Corporate's consent.

17.3 Any improvement approved by the Body corporate under this By-law:-

Leo Crescent Apartments Community Titles Scheme

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- (1) must comply with all Requirements; and
- (2) must be maintained and repaired by the Occupier unless excused by the Body Corporate.

17.4 The Body Corporate may remove any unauthorised improvement and recover the costs of doing so from the person responsible for the improvement.

18 Auction Sale

An Owner must not allow any auction sale to be conducted within the Owner's Lot or from Common Property without the prior written consent of the Body Corporate.

19 Use of Services

All Occupiers and Invitees must:-

- (1) observe all Requirements in the use of the Services;
- (2) not use the Services for any purpose other than the purposes for which they were constructed;
- (3) not overload any Services or Service Infrastructure;
- (4) not waste water and ensure that all water taps in the Lot are turned off when not in use.

20 Windows

An Occupier must:-

- (1) Keep the windows in its Lot clean; and
- (2) Promptly replace, at the Occupier's expense, any window which is broken or cracked with new glass of the same kind and weight as currently installed.

21 Copy of By-Laws

A non-resident Owner must provide any tenant or other occupier of its Lot with a copy of these By-laws.

22 Recovery of Costs

If requested by the Body Corporate, an Owner of a Lot must pay to the Body Corporate as a liquidated debt immediately due and owing the Body Corporate's Costs of:-

- (1) recovering levies or other monies payable by that Owner to the Body Corporate; or
- (2) undertaking an obligation of that Owner or an Occupier of the Lot under the Act, the Small Schemes Module or these By-laws; or
- (3) remedying a breach by that Owner or an Occupier of the Lot of the Act, the Small Schemes Module or these By-laws.

23 Interest

The Body Corporate may charge and recover interest at an annual rate determined by the Body Corporate by ordinary resolution in general meeting on any unpaid levies or other monies payable by an Owner to the Body Corporate.

24 Exclusive Use

The Body Corporate grants to the Owner of each Lot the exclusive use and enjoyment of those areas of the Common Property as allocated and for the purposes specified in Schedule "E" and identified in the attached sketch plan marked "A" on the following conditions:-

Leo Crescent Apartments Community Titles Scheme

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- (1) the Owner is responsible for the cost of maintaining its exclusive use area including any improvements installed on the exclusive use area in accordance with Section 84(2) of the Small Schemes Module;
- (2) the Owner must not construct any structure on the exclusive use area without first obtaining the written consent of the Body Corporate;
- (3) the Owner must allow the Body Corporate access at all times to the exclusive use area to enable inspection and maintenance, if necessary.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

N/A

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

LOT NO.	EXCLUSIVE USE AREA ON ATTACHED EXCLUSIVE USE AREA PLAN MARKED 'A'	USE
1	A	Garden
2	B	Garden
3	C	Garden
4	D	Garden
5	E	Garden

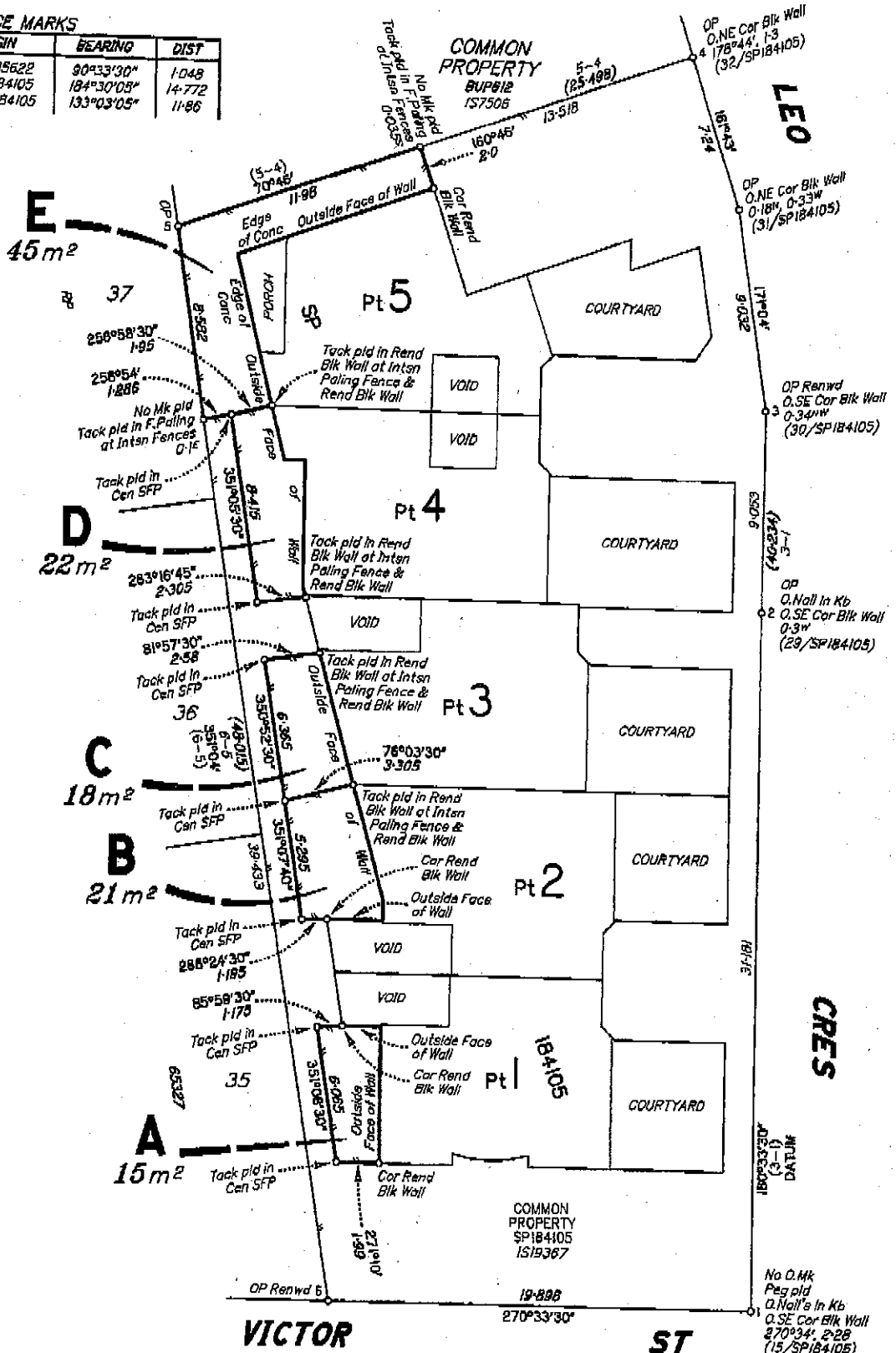
LEO CRESCENT APARTMENTS COMMUNITY TITLES SCHEME NO.

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A

PLAN OF EXCLUSIVE USE AREAS IN THE COMMON PROPERTY ON LEVEL B ON SP184105 SKETCH PLAN - EXCLUSIVE USE AREAS

STN	TO	ORIGIN	BEARING	DIST
1	O.Nall in Kb	B/RP185622	90°33'30"	1.048
1	O.Nall in Kb	15/SP184105	184°30'03"	14.772
2	O.Nall in Kb	29/SP184105	133°03'05"	11.86



VICTOR ST

ST

CRESCENT

LIVINGSTONE (QLD) PTY. LTD., (ACN 107 864 634) T/A Livingstone Group hereby certify that the land comprised in this plan was surveyed by the corporation, by Bruce LIVINGSTONE, cadastral surveyor, for whose work the corporation accepts 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 16/3/06.

[Signature]
Director
16/3/06
Date

SCALE	1: 200
PARISH	MOOLOOLAH
COUNTY	CANNING
ORIGINAL	FOR 2
LOCALITY	ALEXANDRA HEADLAND
MAP REF	9544-43122
MERIDIAN	SP184105
LOCAL AUTHORITY	MAROOCHY S. C.

SKETCH PLAN OF EXCLUSIVE USE AREAS IN THE COMMON PROPERTY ON LEVEL B, COMMUNITY TITLES SCHEME No. LEO CRESCENT APARTMENTS ON SP184105.

LIVINGSTONE GROUP

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Client
A. MONACO

Job No. **2936**