

Seller disclosure statement



Queensland
Government

Property Law Act 2023 section 99

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

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

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

This statement does not include information about:

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

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

Part 1 – Seller and property details

Seller Robert Chalmers and Elisa Pascale

Property address 403/3 Gallagher Terrace

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

Kedron, QLD, 4031

Lot on plan description L30 SP316182

Community titles scheme
or BUGTA scheme:

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

Yes

No

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

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

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

Title details

The seller gives or has given the buyer the following—

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

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

Registered encumbrances	<p>Registered encumbrances, if any, are recorded on the title search, and may affect your use of the property. Examples include easements, statutory covenants, leases and mortgages.</p> <p>You should seek legal advice about your rights and obligations before signing the contract.</p>
Unregistered encumbrances (excluding statutory encumbrances)	<p>There are encumbrances not registered on the title that will continue <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No to affect the property after settlement.</p> <p>Note—If the property is part of a community titles scheme or a BUGTA scheme it may be subject to and have the benefit of statutory easements that are NOT required to be disclosed.</p> <p>Unregistered lease (if applicable)</p> <p>If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows:</p> <p>» the start and end day of the term of the lease: <input type="text" value="Insert date range"/></p> <p>» the amount of rent and bond payable: <input type="text" value="Insert amount of rent and bond"/></p> <p>» whether the lease has an option to renew: <input type="text" value="Insert option to renew information"/></p> <p>Other unregistered agreement in writing (if applicable)</p> <p>If the unregistered encumbrance is created by an agreement in writing, and is not an unregistered lease, a copy of the agreement is given, together with relevant plans, if any. <input type="checkbox"/> Yes</p> <p>Unregistered oral agreement (if applicable)</p> <p>If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows:</p> <div style="border: 1px solid black; padding: 5px; min-height: 100px;"> <p>Insert names of parties to the agreement, term of the agreement and any amounts payable by the owner of the property</p> </div>
Statutory encumbrances	<p>There are statutory encumbrances that affect the property. <input checked="" type="checkbox"/> Yes <input 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; padding: 5px; min-height: 100px;"> <p>BUILDING MANAGEMENT STATEMENT No 720056404</p> </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>):		
	MDR - 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 type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	If a community titles scheme or a BUGTA scheme – a shared pool is located in the scheme.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Pool compliance certificate is given.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	OR Notice of no pool safety certificate is given.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Unlicensed building work under owner builder permit	Building work was carried out on the property under an owner builder permit in the last 6 years.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	<i>A notice under section 47 of the Queensland Building and Construction Commission Act 1991 must be given by the seller and you may be required to sign the notice and return it to the seller prior to signing the contract.</i>		
Notices and orders	There is an unsatisfied show cause notice or enforcement notice under the <i>Building Act 1975</i> , section 246AG, 247 or 248 or under the <i>Planning Act 2016</i> , section 167 or 168.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	The seller has been given a notice or order, that remains in effect, from a local, State or Commonwealth government, a court or tribunal, or other competent authority, requiring work to be done or money to be spent in relation to the property. <i>If Yes, a copy of the notice or order must be given by the seller.</i>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Building Energy Efficiency Certificate	If the property is a commercial office building of more than 1,000m ² , a Building Energy Efficiency Certificate is available on the Building Energy Efficiency Register.		
Asbestos	The seller does not warrant whether asbestos is present within buildings or improvements on the property. Buildings or improvements built before 1990 may contain asbestos. Asbestos containing materials (ACM) may have been used up until the early 2000s. Asbestos or ACM may become dangerous when damaged, disturbed, or deteriorating. Information about asbestos is available at the Queensland Government Asbestos Website (asbestos.qld.gov.au) including common locations of asbestos and other practical guidance for homeowners.		

Part 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>If No— 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>		
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>If No— 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

R. Chalmers

Signature of seller

Robert Chalmers

Name of seller

24-02-2026

Date

E. Pascale

Signature of seller

Elisa Pascale

Name of seller

24-02-2026

Date

Signatures – BUYER

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

Signature of buyer

Signature of buyer

Name of buyer

Name of buyer

Date

Date

CURRENT TITLE SEARCH
QUEENSLAND TITLES REGISTRY PTY LTD

Request No: 53975732

Search Date: 05/11/2025 09:47

Title Reference: 51238419

Date Created: 02/12/2020

Previous Title: 51219295

REGISTERED OWNER

Dealing No: 720485486 21/12/2020

ELISA PASCALE

ROBERT LACHLAN CHALMERS JOINT TENANTS

ESTATE AND LAND

Estate in Fee Simple

LOT 30 SURVEY PLAN 316182
Local Government: BRISBANE CITY
COMMUNITY MANAGEMENT STATEMENT 54075

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10080199 (POR 137)
2. BUILDING MANAGEMENT STATEMENT No 720056404 15/05/2020 at 12:30
benefiting and burdening the lot
3. MORTGAGE No 722327902 06/03/2023 at 13:36
WESTPAC BANKING CORPORATION A.C.N. 007 457 141

ADMINISTRATIVE ADVICES - NIL

UNREGISTERED DEALINGS - NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

COPYRIGHT QUEENSLAND TITLES REGISTRY PTY LTD [2025]

Requested By: D-ENQ EQUIFAX

Land Title Act 1994 ; Land Act 1994
Form 21 Version 4

SURVEY PLAN

Sheet **1** of **12**

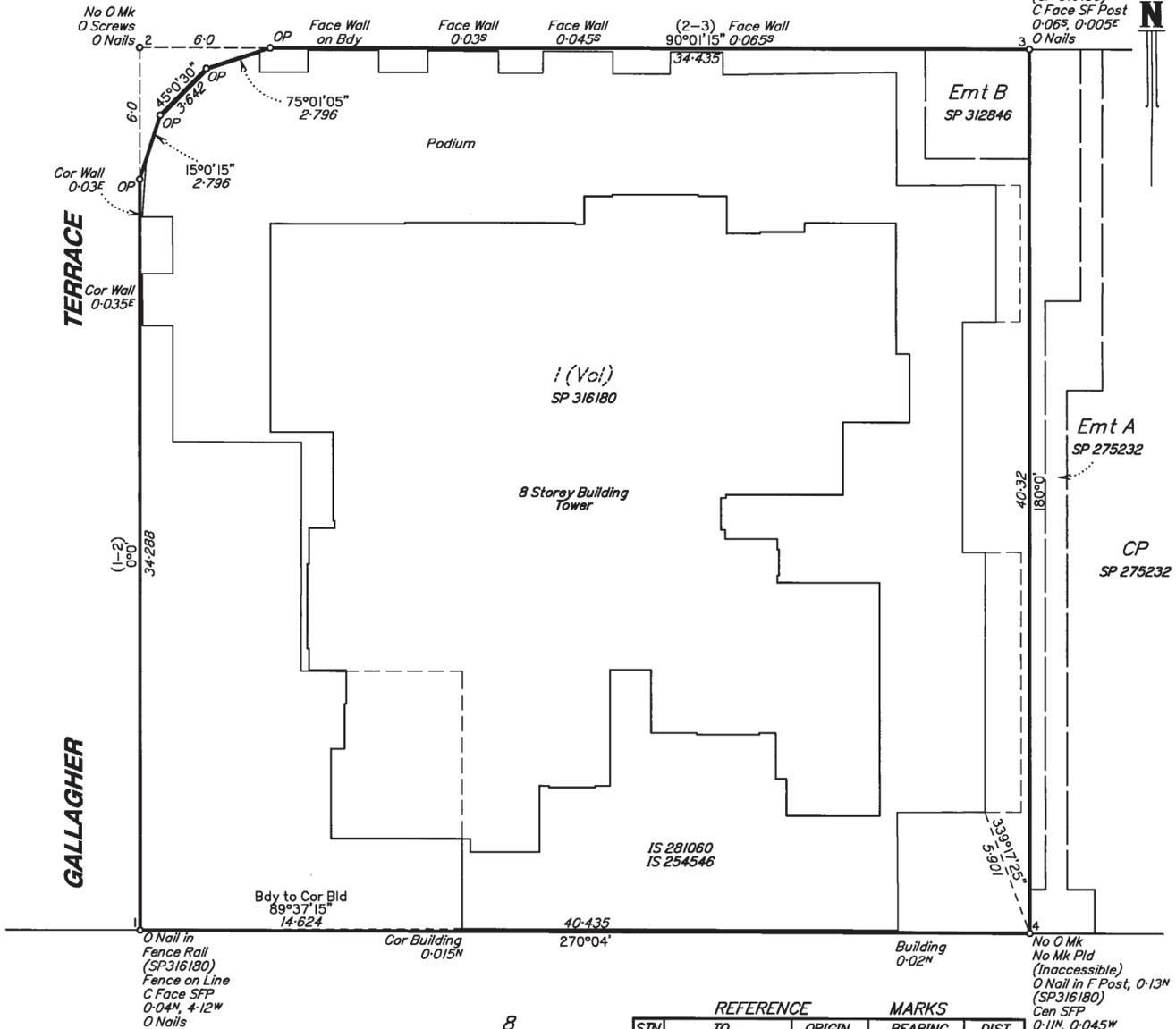
Amendments by Statewide Survey Group
PTY LTD (ABN 77088 374 869) on 16/11/2020

W. Mms
DIRECTOR

LAWLEY

STREET

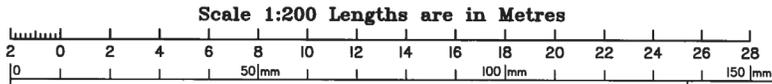
O Nail in Conc
(SP 316180)
C Face SF Post
0-065, 0-005E
O Nails



8
RP 897648

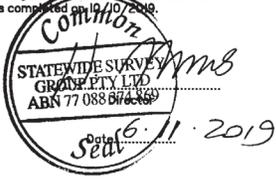
STN	TO	ORIGIN	BEARING	DIST
1	O Nail in Kerb	SP 312846	288°06'30"	16-407
1	O Nail in Conc Path	IS 281060	281°31'	17-529
2	O Nail in Kerb	IS 281060	285°05'	3-733
2	O Screw in Kerb	IS 254546	343°57'	3-827
2	O Nail in Kerb	IS 281060	279°13'15"	20-755
2	O Nail in Conc Path	SP 312846	311°58'35"	28-551
3	O Nail in Kerb	IS 281060	357°19'30"	15-639
3	O Nail in Kerb	SP 275232	30°48'30"	20-284

Base Parcel Area : 1620m²



State copyright reserved.

STATEWIDE SURVEY GROUP PTY. LTD. ABN 77 088 374 869
herby certify that the land comprised in this plan was
surveyed by the corporation, by Perry Lester WARRELL,
Cadastral Surveyor, for whose work the corporation accepts
responsibility, and that the plan is accurate, and 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 10/10/2019.



**Plan of Lots 10-15, 20-25,
30-35, 40-45, 50-55
and Common Property
Cancelling Lot 900 on SP 316180**

LOCAL
GOVERNMENT: **BRISBANE CITY** LOCALITY: **KEDRON**

Meridian: **IS 281060**

Survey
Records: **No**

Scale: **1:200**

Format: **BUILDING**

SP316182

7631-19 ETC

W/D + R/G 18/11/20

720380867

720404729

\$3480.00

\$3480.00

18/11/2020 13:32

BE 400 NT

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

5. Lodged by

(Include address, phone number, reference, and Lodger Code)

1. Certificate of Registered Owners or Lessees.

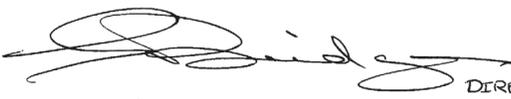
I/We **BIRCHIE.PTY.LTD.A.C.N.166.845.610...AS.TRUSTEE**
UNDER INSTRUMENTS 716377189, 715938953 & 716226510.

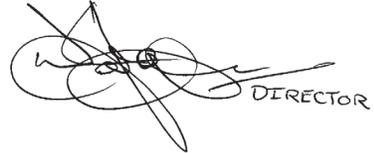
(Names in full)

* 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


DIRECTOR


DIRECTOR

* Rule out whichever is inapplicable

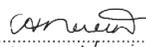
2. Planning Body Approval.

* **BRISBANE CITY COUNCIL**

hereby approves this plan in accordance with the:

% **PLANNING ACT 2016**

Dated this 17th day of September, 2020

 #
Helen Nevin
(Delegate) #

* Insert the name of the Planning Body.
Insert designation of signatory or delegation

% Insert applicable approving legislation.

3. Plans with Community Management Statement :

CMS Number : **54075**
Name : **AVANTI HIGHLIFE**

4. References :

Dept File :
Local Govt : **A005384921**
Surveyor : **7631-19**

6. Existing		Created		
Title Reference	Description	New Lots	Road	Secondary Interests
51219295	Lot 900 on SP316180	10-15, 20-25, 30-35, 40-45, 50-55, CP	-	-

MORTGAGE ALLOCATION TABLE

Mortgage	Lots Fully Encumbered	Lots Partially Encumbered
No. 715994899	-	10, 14, 15, 20, 24, 25, 30, 34, 35, 40, 44, 45, 50, 54, 55
No. 716315673	11, 21, 31, 41, 51	10, 12, 13, 14, 15, 20, 22, 23, 24, 25, 30, 32, 33, 34, 35, 40, 42, 43, 44, 45, 50, 52, 53, 54, 55
No. 716534633	-	12, 13, 22, 23, 32, 33, 42, 43, 52, 53
No 720343934	10-15, 20-25, 30-35, 40-45, 50-55	

ENCUMBRANCE EASEMENT ALLOCATION TABLE

Easement	Lot to be Encumbered
No. 719768825 Emt. B on SP 312846	CP

Survey Reinstatement Report.
Plans Used: SP275232, SP312846, SP316180, IS281060, IS254546.
Boundaries reinstated in accordance with recent identification survey IS281060 using reference marks at Stns 1, 2 & 3.

SP312846 & SP316180 to register prior to the registration of this plan.

BUILDING MANAGEMENT STATEMENT	LOTS TO BE ENCUMBERED	LOTS TO BE BENEFITED
No 720056404	10-15, 20-25, 30-35, 40-45, 50-55, CP	10-15, 20-25, 30-35, 40-45, 50-55, CP

Date of Development Approval: **15th April 2019...**

9. 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

Cadastral Surveyor/Director * **6-11-2019**
Date
*delete words not required

10. Lodgement Fees :

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

10-15, 20-25, 30-35, 40-45, 50-55 & CP	Por I37
Lots	Orig

7. Orig Grant Allocation :

8. Passed & Endorsed :

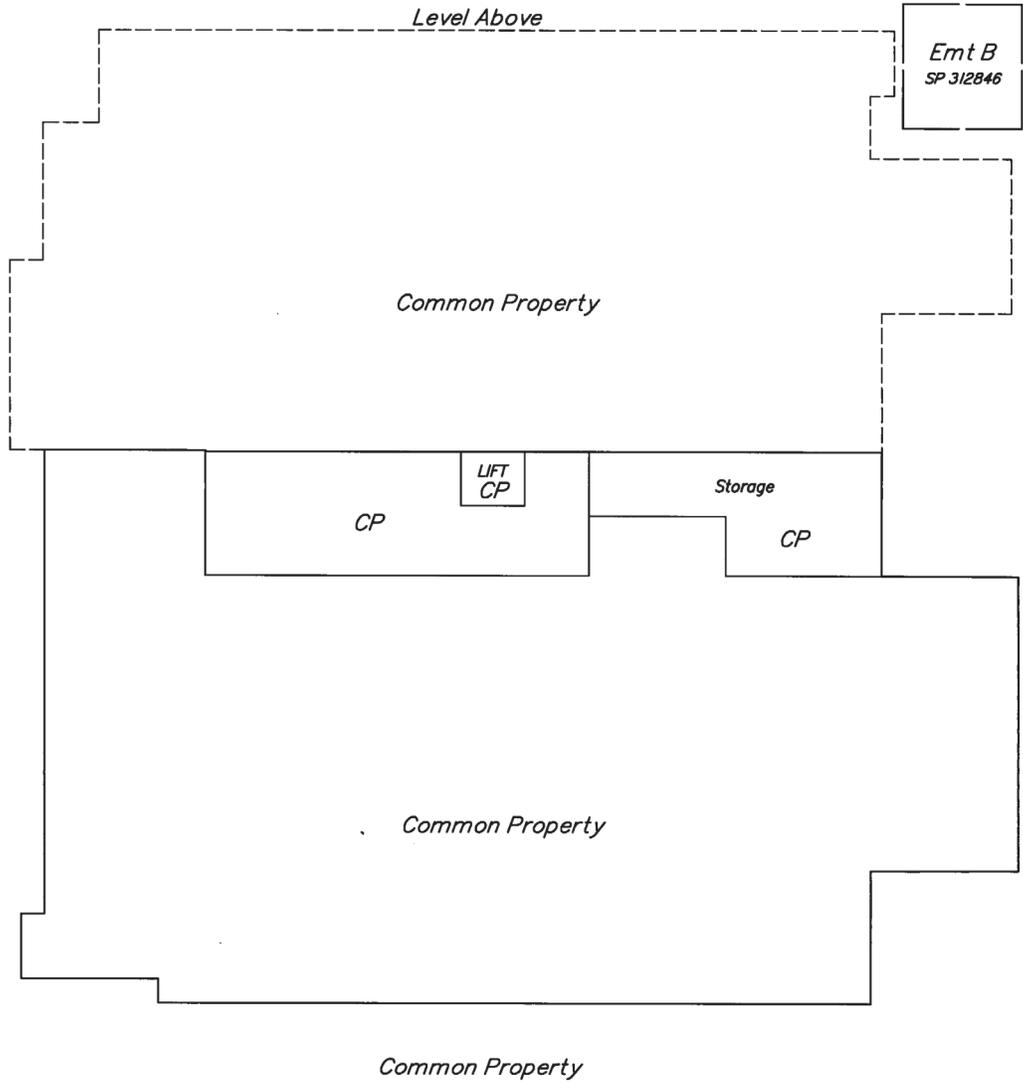
By: STATEWIDE SURVEY GROUP PTY. LTD.
Date: **6-11-2019** ~~8-11-2020~~ ~~16-11-20~~
Signed: **W. MMS** 23-11-20
Designation: CADASTRAL SURVEYOR/DIRECTOR

II. Insert Plan Number **SP 316182**

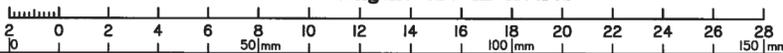
LEVEL A

Scale 1:200

CP..... Denotes Common Property
----- Denotes Level Above



Scale 1:200 Lengths are in Metres



State copyright reserved.

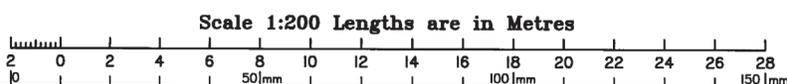
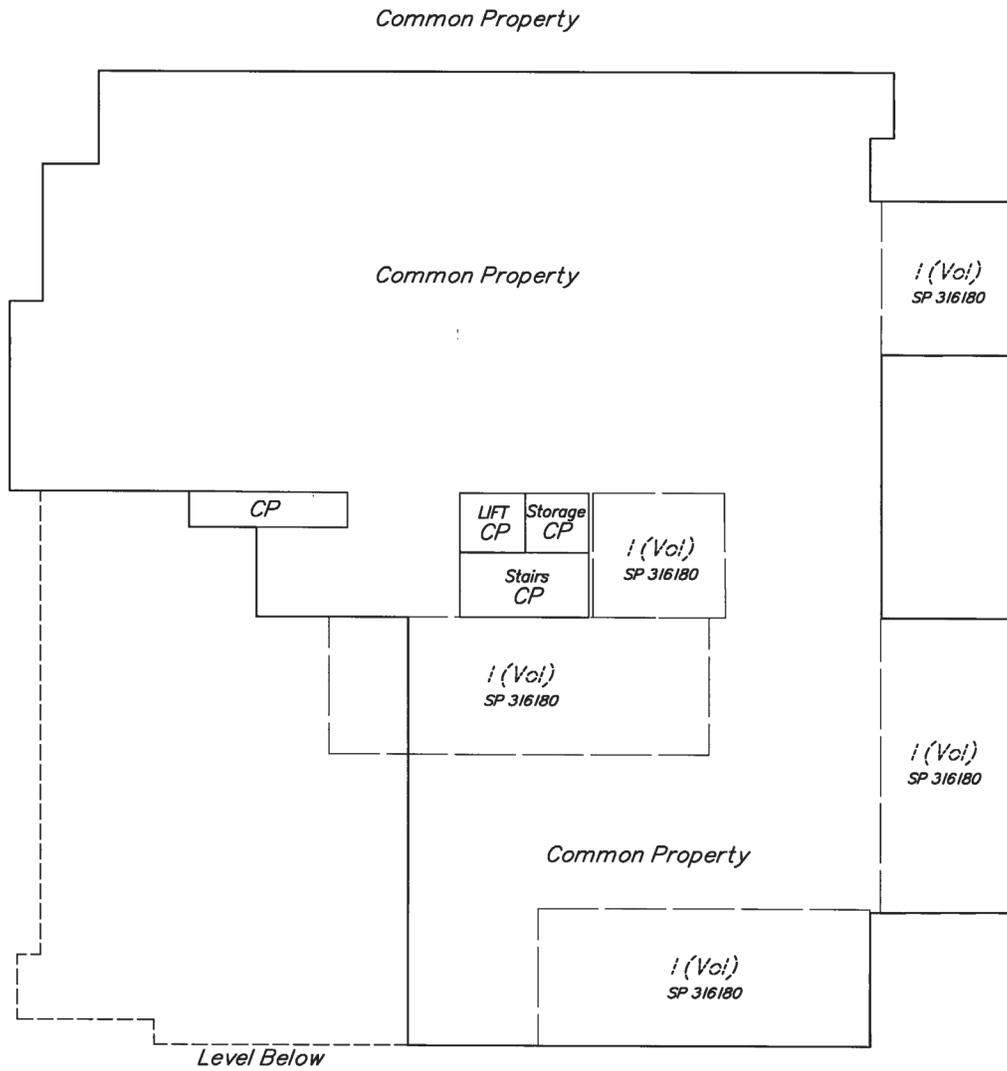
Insert Plan Number **SP 316182**

7631-19 ETC

LEVEL B

Scale 1:200

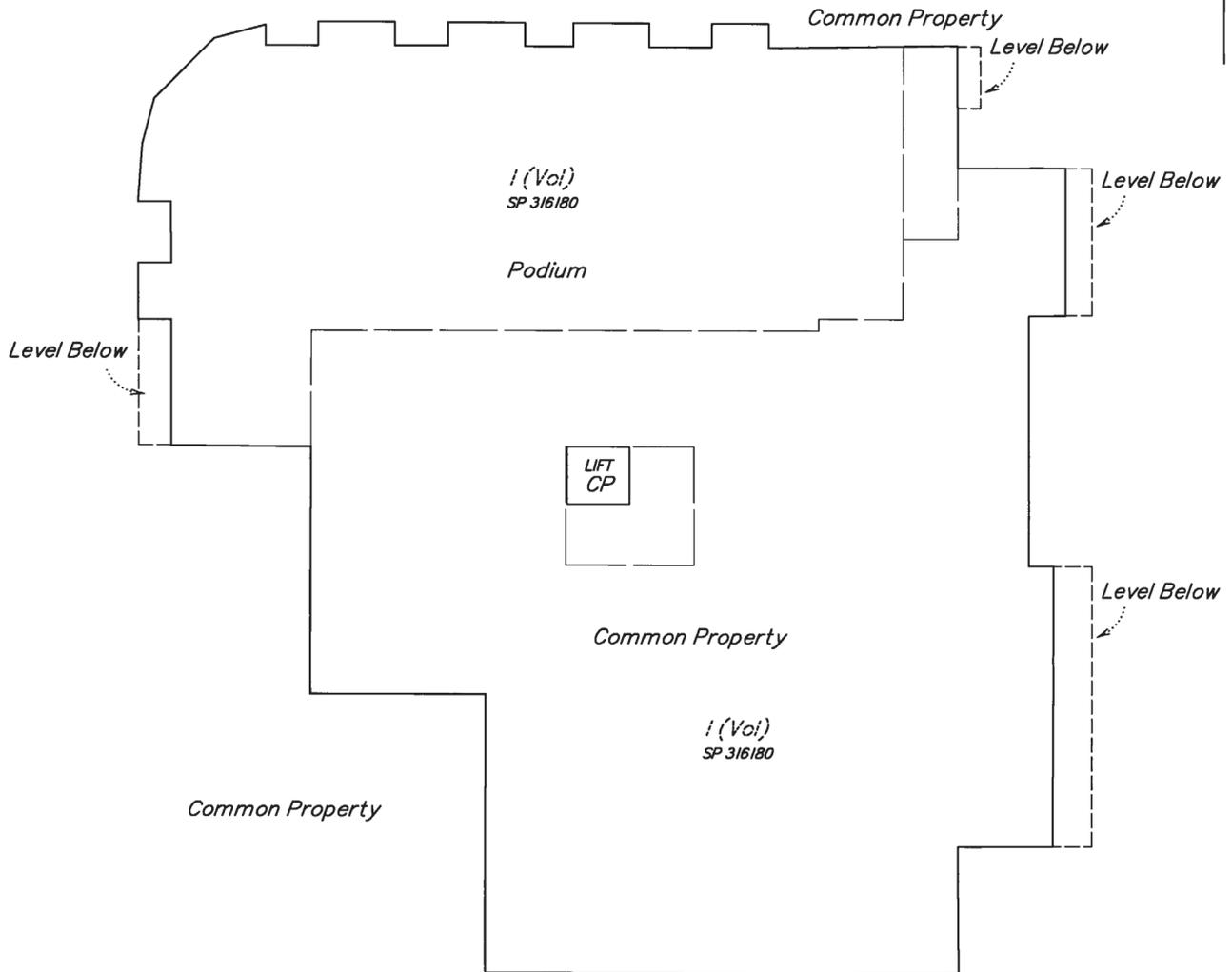
CP..... Denotes Common Property
 - - - - - Denotes Level Below
 ———— Denotes Volumetric Lot 1 on SP316180



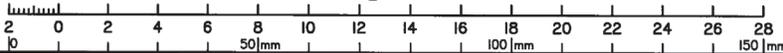
LEVEL C

Scale 1:200

- CP..... Denotes Common Property
- Denotes Level Below
- Denotes Volumetric Lot 1 on SP316180



Scale 1:200 Lengths are in Metres



State copyright reserved.

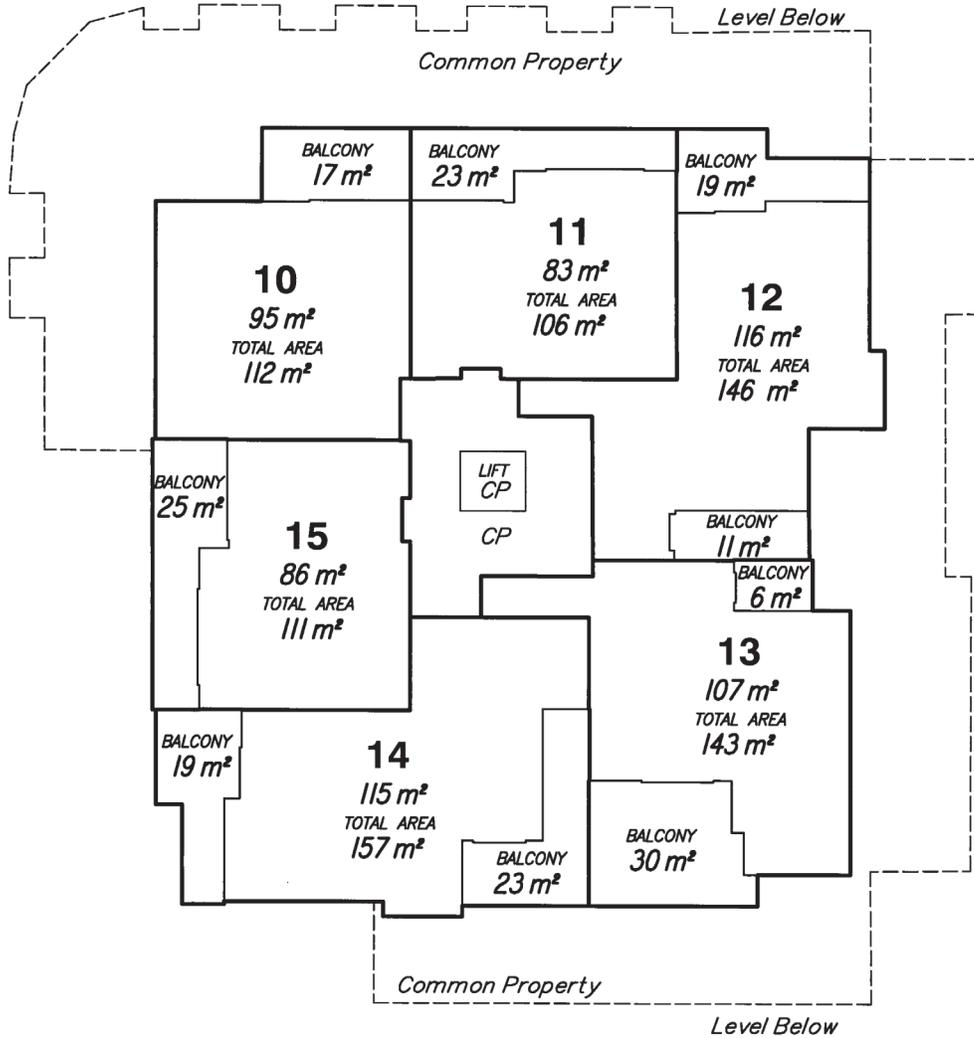
Insert Plan Number **SP 316182**

7631-19 ETG

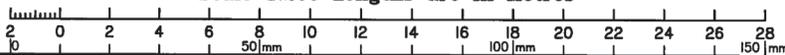
LEVEL D

Scale 1:200

CP..... Denotes Common Property
----- Denotes Level Below



Scale 1:200 Lengths are in Metres



State copyright reserved.

Insert Plan Number **SP 316182**

7631-19 ETG

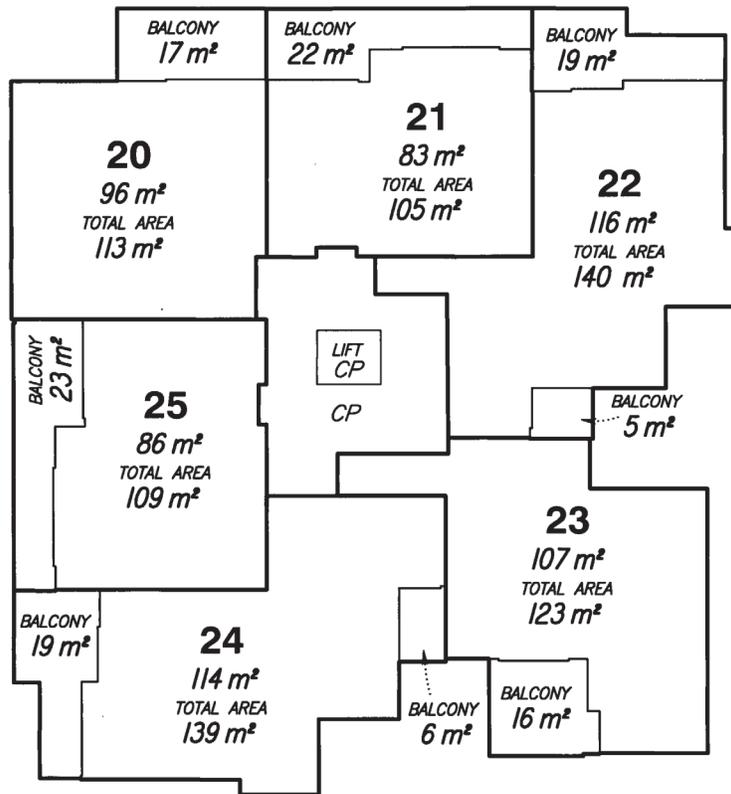
LEVEL E

Scale 1:200

CP..... Denotes Common Property

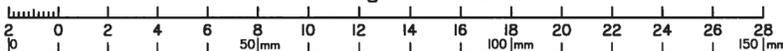


Common Property



Common Property

Scale 1:200 Lengths are in Metres



State copyright reserved.

Insert Plan Number **SP 316182**

7631-19 ETC

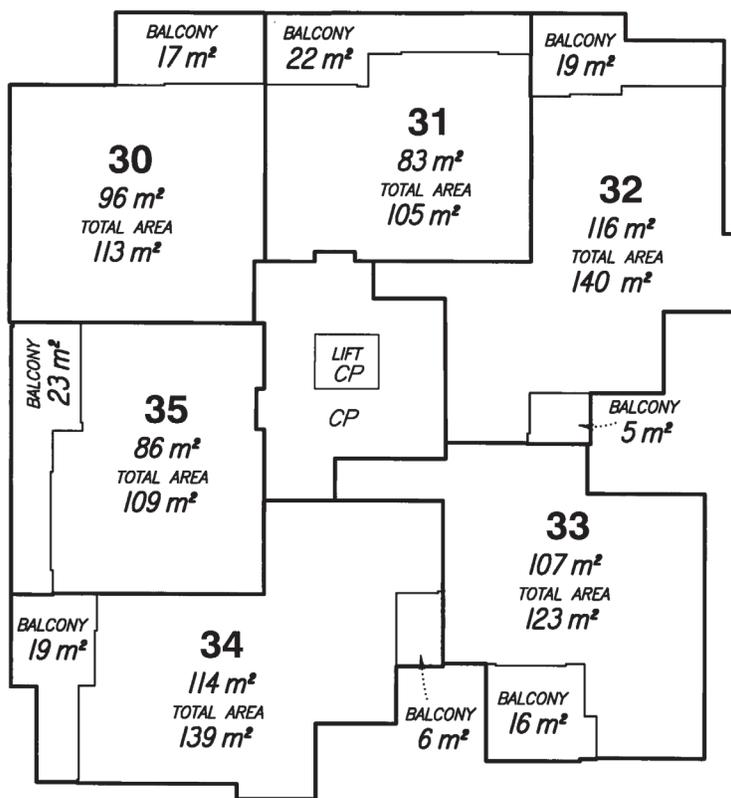
LEVEL F

Scale 1:200

CP..... Denotes Common Property

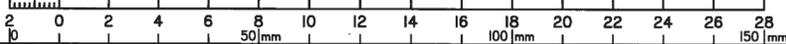


Common Property



Common Property

Scale 1:200 Lengths are in Metres



State copyright reserved.

Insert Plan Number **SP 316182**

7631-19 ETC

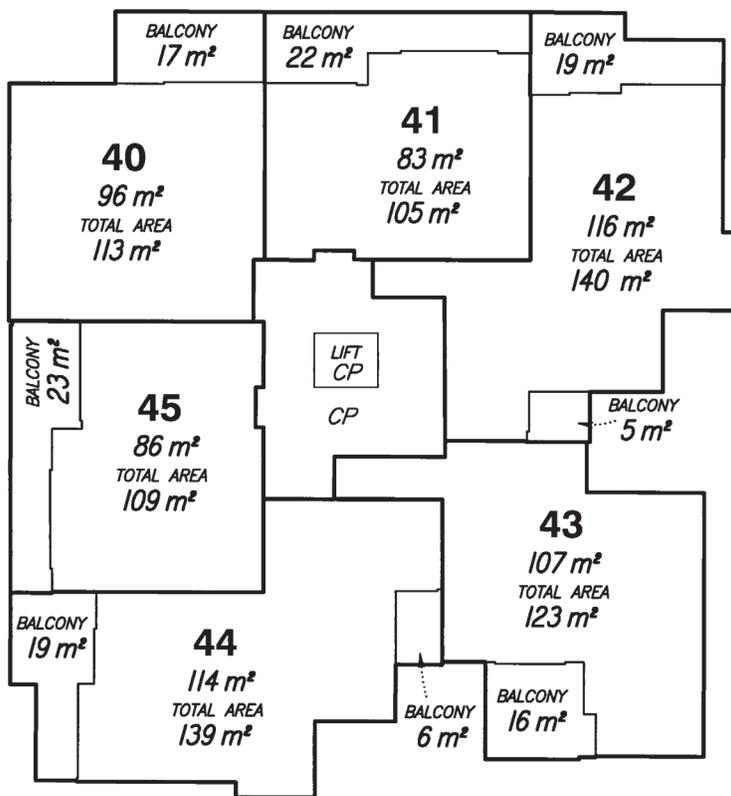
LEVEL G

Scale 1:200

CP..... Denotes Common Property

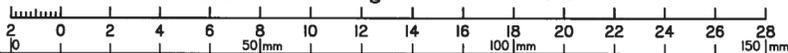


Common Property



Common Property

Scale 1:200 Lengths are in Metres



State copyright reserved.

Insert Plan Number **SP 316182**

7631-19 ETC

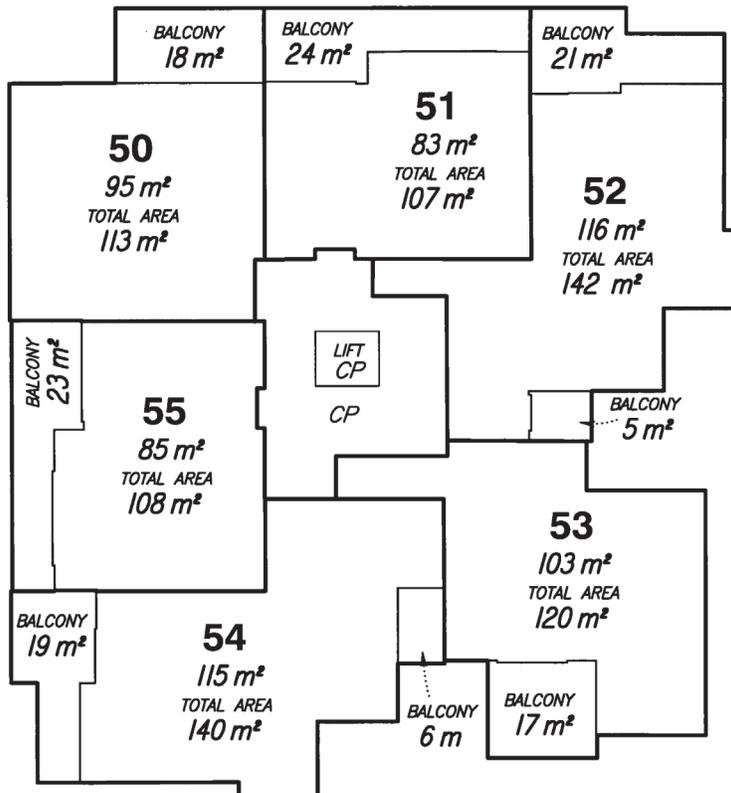
LEVEL H

Scale 1:200

CP..... Denotes Common Property

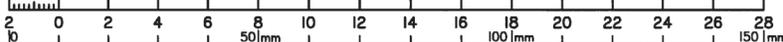


Common Property



Common Property

Scale 1:200 Lengths are in Metres



State copyright reserved.

Insert Plan Number **SP 316182**

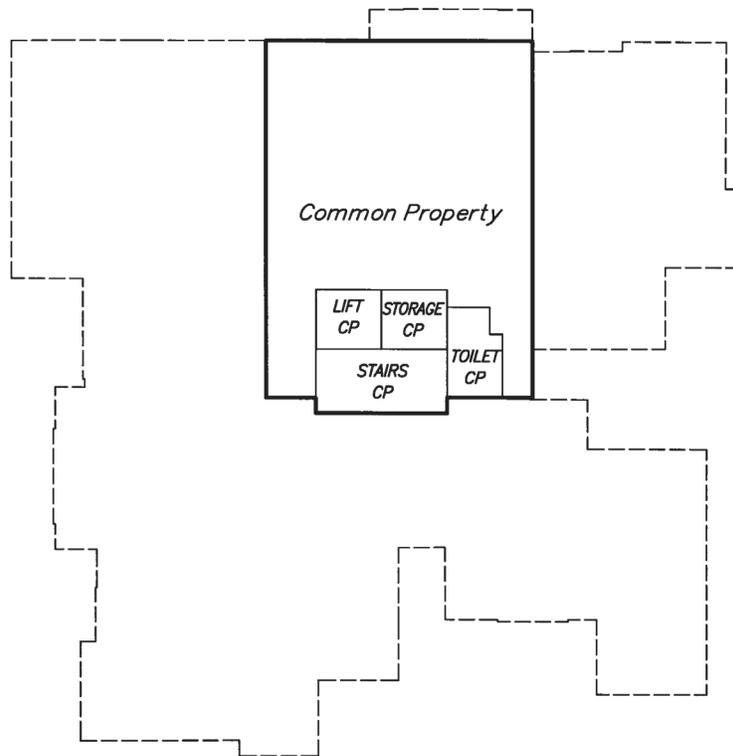
LEVEL I

Scale 1:200

CP..... Denotes Common Property
----- Denotes Level Below

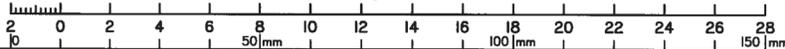


Common Property



Common Property

Scale 1:200 Lengths are in Metres



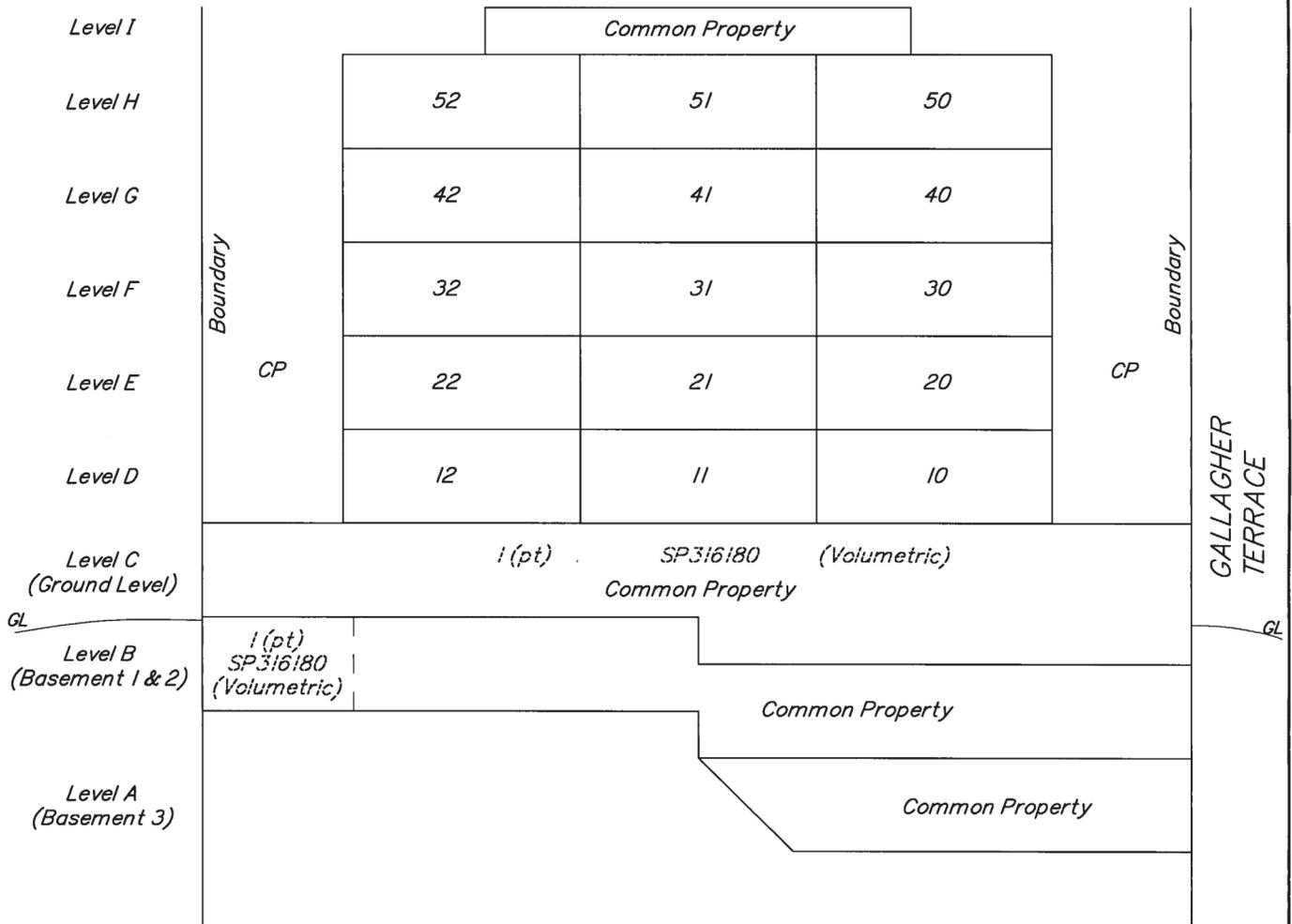
State copyright reserved.

Insert Plan Number **SP 316182**

7631-19 ETC

LATERAL ASPECT DIAGRAM

NOT TO SCALE



LOOKING FROM THE NORTH (FROM LAWLEY STREET)

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 06/11/2025

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

AVANTI HIGHLIFE

CTS No. **54075**

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: **Maree Cathcart**

Company: **Capitol Strata Mgmt (Bris) P/L**

Phone: **1300 551 019**

Email: **enquiries@capitolbca.com.au**

Accessing records

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

NO

Property and community titles scheme details

Lot and plan details

Lot number: **30**

Plan type and number: **SP 316182**

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:

Standard

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:

Date of Resolution	Lot Description	Conditions
02/12/20	30 CARPARK	AS PER CMS

Lot entitlements and financial information

Lot entitlements

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

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

Contribution schedule

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

Total contribution schedule lot entitlements for all lots: **30**

Interest schedule

Interest schedule lot entitlement for the lot: **31**

Total interest schedule lot entitlements for all lots: **1,000**

Statement of accounts

The most recent statement of accounts prepared by the body corporate for the notice of the annual general meeting for the scheme is given with this certificate.

Owner contributions (levies)

The contributions (levies) paid by each lot owner towards body corporate expenses is determined by the budgets approved at the annual general meeting of the body corporate.

You need to pay contributions to the body corporate's administrative fund for recurrent spending and the sinking fund for capital and non-recurrent spending.

If the Commercial Module applies to the community titles scheme, there may also be a promotion fund that owners of lots have agreed to make payments to.

WARNING: You may have to pay a special contribution if a liability arises for which no or inadequate provision has been made in the body corporate budgets.

The contributions payable by the owner of the lot that this certificate relates to are listed over the page.

Body corporate debts

If any contributions or other body corporate debt (including penalties or reasonably incurred recovery costs) owing in relation to the lot are not paid before you become the owner of the property, YOU WILL BE LIABLE TO PAY THEM TO THE BODY CORPORATE. Before signing the contract, you should make sure that the contract addresses this or provides for an appropriate adjustment at settlement.

Owner contributions and amounts owing

Administrative fund contributions

Total amount of contributions (before any discount) for lot **30** for the current financial year: \$ **3,696.04**

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

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

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

Period	Due date	Amount due	Amount due if discount applied	Paid
01/12/24 to 28/02/25	01/12/24	449.85	449.85	29/10/24
01/03/25 to 31/05/25	01/03/25	449.85	449.85	17/01/25
01/06/25 to 31/08/25	17/08/25	1,398.17	1,398.17	06/08/25
01/09/25 to 30/11/25	01/09/25	1,398.17	1,398.17	06/08/25
01/12/25****28/02/26	01/12/25	1,398.17	1,398.17	21/10/25
01/03/26****31/05/26	01/03/26	1,398.17	1,398.17	

Amount overdue **(\$1,398.17)**

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

Sinking fund contributions

Total amount of contributions (before any discount) for lot **30** for the current financial year: \$ **760.00**

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

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

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

Period	Due date	Amount due	Amount due if discount applied	Paid
01/12/24 to 28/02/25	01/12/24	190.00	190.00	29/10/24
01/03/25 to 31/05/25	01/03/25	190.00	190.00	28/01/25
01/06/25 to 31/08/25	17/08/25	190.00	190.00	06/08/25
01/09/25 to 30/11/25	01/09/25	190.00	190.00	06/08/25
01/12/25****28/02/26	01/12/25	190.00	190.00	04/11/25
01/03/26****31/05/26	01/03/26	190.00	190.00	

Amount overdue **(\$190.00)**

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: **24/04/24** (Access the body corporate records for more information).

Total amount of contributions (before any discount) **\$220.00**

Number of instalments: **2** (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
01/12/24	110.00	110.00	29/10/24
01/03/25	110.00	110.00	10/02/25
		Amount overdue	Nil
	Amount Unpaid including amounts billed not yet due		Nil

Other contributions

	Period	Due date	Amount due	Amount due if discount applied	Paid
Insurance Levy	01/12/24 to 28/02/25	01/12/24	234.05	234.05	29/10/24
Insurance Levy	01/03/25 to 31/05/25	01/03/25	234.05	234.05	28/01/25
Insurance Levy	01/06/25 to 31/08/25	17/08/25	294.79	294.79	06/08/25
Insurance Levy	01/09/25 to 30/11/25	01/09/25	294.79	294.79	06/08/25
Insurance Levy	01/12/25 to 28/02/26	01/12/25	264.43	264.43	
Insurance Levy	01/03/26 to 31/05/26	01/03/26	264.43	264.43	

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		(\$1,588.17)
Special contributions		Nil
Other contributions		(\$211.83)
Other payments		Nil
Penalties		Nil
Total amount overdue	(Total Amount Unpaid including not yet due \$52.60)	(\$1,800.00)

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

Common property and assets

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

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

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

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

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

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

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

Current sinking fund balance (as at date of certificate): \$ 16,229.90

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.

There are no authorised improvements to the common property that the owner is responsible for maintaining in good condition

Body corporate assets

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

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

Description	Type	Acquisition	Supplier	Original Cost	Cost To Date	Market Value
Corfu Table 220x100cm	Furniture & Fittings	04/12/20	Birchie Pty Ltd	\$0.00	\$0.00	\$1,209.94
Gunmetal						
Astra Dining Chair	Furniture & Fittings	04/12/20	Birchie Pty Ltd	\$0.00	\$0.00	\$1,980.52
teak top						

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 CHU Underwriting Agencies	HU0006073682	20,183,496.00	32,863.57	02/12/25	\$2,000
PUBLIC LIABILITY CHU Underwriting Agencies	HU0006073682	30,000,000.00	Included	02/12/25	
COMMON CONTENTS CHU Underwriting Agencies	HU0006073682	201,835.00	Included	02/12/25	
LOSS OF RENT CHU Underwriting Agencies	HU0006073682	3,027,524.00	Included	02/12/25	
FIDELITY GUARANTEE CHU Underwriting Agencies	HU0006073682	250,000.00	Included	02/12/25	
VOLUNTARY WORKERS CHU Underwriting Agencies	HU0006073682	200,000.00	Included	02/12/25	
OFFICE BEARERS CHU Underwriting Agencies	HU0006073682	5,000,000.00	Included	02/12/25	
MACHINERY BREAKDOWN CHU Underwriting Agencies	HU0006073682	100,000.00	Included	02/12/25	\$2,500
CATASTROPHE CHU Underwriting Agencies	HU0006073682	3,027,524.00	Included	02/12/25	
LEGAL EXPENSES CHU Underwriting Agencies	HU0006073682	50,000.00	Included	02/12/25	
LOT OWNERS IMPROVEME CHU Underwriting Agencies	HU0006073682	250,000.00	Included	02/12/25	
FLOOD CHU Underwriting Agencies	HU0006073682	Included	Included	02/12/25	

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
FLOATING FLOORS CHU Underwriting Agencies	HU0006073682	Included	Included	02/12/25	
COMMISSION CHU Underwriting Agencies	HU0006073682	3,925.59	Included	02/12/25	

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 Capitol Strata Mgmt (Bris) P/L

Positions/s held Body Corporate Manager

Date 06/11/2025

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



Level 14, 260 Queen Street
Brisbane QLD 4000

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0006073682
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	02/12/2023 to 02/12/2024 at 4:00pm
The Insured	BODY CORPORATE FOR AVANTI HIGHLIFE COMMUNITY TITLE SCHEME 54075
Situation	26 LAWLEY STREET KEDRON QLD 4031
Additional description	26-30 LAWLEY STREET KEDRON QLD 4031

Policies Selected

Policy 1 – Insured Property

Building: \$19,222,377
Common Area Contents: \$192,224
Loss of Rent & Temporary Accommodation (total payable): \$2,883,356

Policy 2 – Liability to Others

Sum Insured: \$30,000,000

Policy 3 – Voluntary Workers

Death: \$200,000
Total Disablement: \$2,000 per week

Policy 4 – Fidelity Guarantee

Sum Insured: \$250,000

Policy 5 – Office Bearers' Legal Liability

Sum Insured: \$5,000,000

Policy 6 – Machinery Breakdown

Sum Insured: \$100,000

Policy 7 – Catastrophe Insurance

Sum Insured: \$2,883,356
Extended Cover - Loss of Rent & Temporary Accommodation: \$432,503
Escalation in Cost of Temporary Accommodation: \$144,167
Cost of Removal, Storage and Evacuation: \$144,167

Policy 8 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000
Appeal expenses – common property health & safety breaches: \$100,000



Legal Defence Expenses: \$50,000

Policy 9 – Lot owners' fixtures and improvements (per lot)

Sum Insured: \$250,000

Flood Cover is included.

Date Printed

01/12/2023

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

AVANTI HIGHLIFE CTS 54075

3 Gallagher Terrace Cnr Lawley Street Kedron Qld 4031

BALANCE SHEET

AS AT 06 NOVEMBER 2025

	ACTUAL 06/11/2025	ACTUAL 30/11/2024
<u>OWNERS FUNDS</u>		
Administrative Fund	49,667.35	(5,515.18)
Sinking Fund	16,229.90	12,521.06
<u>TOTAL</u>	<u>\$ 65,897.25</u>	<u>\$ 7,005.88</u>

THESE FUNDS ARE REPRESENTED BY

CURRENT ASSETS

Cash At Bank	76,701.20	13,953.75
Prepaid Expenses	0.00	323.41
Levies In Arrears	2,725.70	146.77
Other Arrears	907.32	568.35
Sundry Debtors	0.00	15,597.46
Secondary Debtors	11,008.96	7,585.26

TOTAL ASSETS

91,343.18 **38,175.00**

LIABILITIES

Creditors	13,808.27	1,536.56
Accruals	0.00	5,372.74
Levies In Advance	10,376.64	18,673.02
Other Payments In Advance	1,261.02	5,586.80

TOTAL LIABILITIES

25,445.93 **31,169.12**

NET ASSETS

\$ 65,897.25 **\$ 7,005.88**

AVANTI HIGHLIFE CTS 54075

3 Gallagher Terrace Cnr Lawley Street Kedron Qld 4031

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 DECEMBER 2024 TO 06 NOVEMBER 2025

	ACTUAL	BUDGET	ACTUAL
	01/12/24-06/11/25	01/12/24-30/11/25	01/12/23-30/11/24
<u>ADMINISTRATIVE FUND</u>			
<u>INCOME</u>			
Levies - Administrative Fund	110,881.20	110,881.22	53,391.00
Sundry	(36.37)	0.00	0.00
Insurance Levy	34,118.76	34,118.78	29,980.00
Interest On Overdue Levies	371.20	0.00	199.22
<u>TOTAL ADMIN. FUND INCOME</u>	145,334.79	145,000.00	83,570.22
<u>EXPENDITURE - ADMIN. FUND</u>			
Bank Charges (Gst Incl)	121.37	274.94	270.08
Bms Exp - Maint Coordination	0.00	47.59	46.75
Bms Exp - Income Tax Returns	0.00	97.35	95.63
Bms Exp - Management Fees	2,252.28	1,003.43	968.01
Bms Exp - Disbursements	0.00	136.98	134.56
Bms Exp - Fixed Disbursements	2,252.28	2,365.01	2,323.20
Bms Exp - Stratamax License	0.00	30.45	29.92
Cleaning	6,841.16	7,603.44	7,469.00
Contribution To Bms - A.F Levy	(2,252.28)	2,502.95	2,252.28
Community Power	8,785.24	6,920.93	6,798.56
Community Power - Gov. Rebate	0.00	0.00	(650.00)
Consultant's Fees	462.00	0.00	0.00
Fees & Permits	1,258.08	1,253.23	1,231.08
Fire Protection	1,017.48	6,500.00	4,146.92
Income Tax Returns	324.50	162.37	159.50
Insurance	35,592.75	34,118.78	31,017.08
Insurance Loan Interest	0.00	3,241.28	2,944.59
Legal Expenses	0.00	61.58	60.50
R & M - Building General	(352.00)	26,617.00	11,412.53
R & M - Plumbing	864.60	24,000.00	964.92
R & M - Grounds Contractor	14,200.38	4,364.77	4,255.18
R & M - Lifts	2,950.78	3,281.60	3,223.58
R & M - Electrical	3,954.86	2,259.72	2,219.77
Management Fees	4,542.40	4,231.71	4,156.89
Management Fees Additional Svc	1,090.16	2,110.11	2,072.90
Maintenance Co-Ordination	985.71	934.69	918.17
Pest Control	0.00	758.00	744.60
Disbursements	1,246.22	1,202.75	1,181.49
Stratamax License Fee	242.00	437.84	430.10
Fixed Disbursements	2,380.25	2,004.37	1,968.93
Telephone	423.50	71.38	70.12
Water Rates	334.54	232.01	227.91
Workplace Health & Safety	634.00	645.41	634.00
<u>TOTAL ADMIN. EXPENDITURE</u>	90,152.26	139,471.67	93,778.75

AVANTI HIGHLIFE CTS 54075

3 Gallagher Terrace Cnr Lawley Street Kedron Qld 4031

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 DECEMBER 2024 TO 06 NOVEMBER 2025

	ACTUAL	BUDGET	ACTUAL
	01/12/24-06/11/25	01/12/24-30/11/25	01/12/23-30/11/24
<u>SURPLUS / DEFICIT</u>	<u>\$ 55,182.53</u>	<u>\$ 5,528.33</u>	<u>\$ (10,208.53)</u>
Opening Admin. Balance	(5,515.18)	(5,515.18)	4,693.35
<u>ADMINISTRATIVE FUND BALANCE</u>	<u>\$ 49,667.35</u>	<u>\$ 13.15</u>	<u>\$ (5,515.18)</u>

AVANTI HIGHLIFE CTS 54075

3 Gallagher Terrace Cnr Lawley Street Kedron Qld 4031

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 DECEMBER 2024 TO 06 NOVEMBER 2025

	ACTUAL	BUDGET	ACTUAL
	01/12/24-06/11/25	01/12/24-30/11/25	01/12/23-30/11/24
<u>SINKING FUND</u>			
<u>INCOME</u>			
Levies - Sinking Fund	22,800.00	22,800.00	21,330.00
Special Sinking Fund Levy	6,600.00	0.00	6,600.00
Interest Received	(0.98)	0.00	0.00
Insurance Claim Proceeds	1,256.80	0.00	0.00
<u>TOTAL SINKING FUND INCOME</u>	30,655.82	22,800.00	27,930.00
<u>EXPENDITURE - SINKING FUND</u>			
Fences	0.00	4,857.00	0.00
Garage Doors	9,258.92	0.00	0.00
Fire Equipment	12,011.76	11,590.00	710.60
Maintenance	0.00	5,038.00	6,619.28
Maintenance - Lift	0.00	0.00	1,785.85
Maintenance - Plumbing	0.00	0.00	2,227.56
Maintenance - Gardens&Grounds	176.00	5,000.00	0.00
Electrical/Lighting	3,001.90	5,208.00	3,852.20
Lift Repairs	2,498.40	0.00	4,603.28
Signage	0.00	0.00	476.30
<u>TOTAL SINK. FUND EXPENDITURE</u>	26,946.98	31,693.00	20,275.07
<u>SURPLUS / DEFICIT</u>	\$ 3,708.84	\$ (8,893.00)	\$ 7,654.93
Opening Sinking Fund Balance	12,521.06	12,521.06	4,866.13
<u>SINKING FUND BALANCE</u>	\$ 16,229.90	\$ 3,628.06	\$ 12,521.06

Queensland Titles Registry Pty Ltd
 ABN 23 648 568 101

Search Date: 07/11/2025 08:11

Request No: 54006399

SCHEME NAME

AVANTI HIGHLIFE COMMUNITY TITLES SCHEME 54075

BODY CORPORATE ADDRESS

CAPITOL STRATA MANAGEMENT (BRIS) PTY LTD
 PO BOX 326
 ALDERLEY QLD
 4051

COMMUNITY MANAGEMENT STATEMENT No: 54075

Title	Lot	Plan	Title	Lot	Plan
51238406	CP	SP 316182	51238407	10	SP 316182
51238408	11	SP 316182	51238409	12	SP 316182
51238410	13	SP 316182	51238411	14	SP 316182
51238412	15	SP 316182	51238413	20	SP 316182
51238414	21	SP 316182	51238415	22	SP 316182
51238416	23	SP 316182	51238417	24	SP 316182
51238418	25	SP 316182	51238419	30	SP 316182
51238420	31	SP 316182	51238421	32	SP 316182
51238422	33	SP 316182	51238423	34	SP 316182
51238424	35	SP 316182	51238425	40	SP 316182
51238426	41	SP 316182	51238427	42	SP 316182
51238428	43	SP 316182	51238429	44	SP 316182
51238430	45	SP 316182	51238431	50	SP 316182
51238432	51	SP 316182	51238433	52	SP 316182
51238434	53	SP 316182	51238435	54	SP 316182
51238436	55	SP 316182			

COMMUNITY MANAGEMENT STATEMENT Dealing No: 720641444

** End of Community Titles Scheme Search **

GENERAL REQUEST

Duty Imprint



720641444

\$95.00

10/03/2021 09:14

BE 470

1. Nature of requestRequest to record new Community Management
Statement for Avanti Highlife Community Titles
Scheme 54075**Lodger** (Name, address, E-mail & phone number)Capitol Body Corporate Administration
PO Box 326, ALDERLEY QLD 4051
Phone: (07) 3622 3900
Email: team@capitolbca.com.au**Lodger
Code****2. Lot on Plan Description**

See enlarged panel

Title Reference**3. Registered Proprietor/State Lessee**

Body Corporate for Avanti Highlife Community Titles Scheme 54075

4. Interest

Fee simple

5. Applicant

Body Corporate for Avanti Highlife Community Titles Scheme 54075

6. RequestI hereby request that: the new CMS deposited herewith which amends *Schedule A to amend typographical error in total of Interest Lot Entitlements* be recorded as the CMS for Avanti Highlife Community Titles Scheme 54075**7. Execution by applicant**

the Applicant

18/2/21
Execution Date

Chairperson/Secretary/ Treasurer

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

T
A
A
(S
C

54075

This statement incorporates and must include the following:

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

1. Name of community titles scheme	2. Regulation module
Avanti Highlife Community Titles Scheme 54075	Standard

3. Name of body corporate
Body Corporate for Avanti Highlife Community Titles Scheme 54075

4. Scheme land
~~Lot on Plan Description~~
 Common Property of Avanti Highlife CTS 54075 Title Reference 51238406
~~Refer Enlarged Panel~~

5. #Name and address of original owner	6. Reference to plan lodged with this statement
Not applicable	Not applicable

first community management statement only

7. Local Government community management statement notation
Not applicable pursuant to Section 60 (6) of the *Body Corporate and Community Management Act 1997 (Qld)*.

8. Execution by original owner/Consent of body corporate



18/2/21
Execution Date

[Signature]
.....
Chairperson/Secretary/Treasurer

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

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

Title Reference 51238406

Item A SCHEME LAND

Description of Lot	Title Reference
Common Property for Avanti Highlife Community Titles Scheme 54075	51238406
Lot 10 on SP 316182	51238407
Lot 11 on SP 316182	51238408
Lot 12 on SP 316182	51238409
Lot 13 on SP 316182	51238410
Lot 14 on SP 316182	51238411
Lot 15 on SP 316182	51238412
Lot 20 on SP 316182	51238413
Lot 21 on SP 316182	51238414
Lot 22 on SP 316182	51238415
Lot 23 on SP 316182	51238416
Lot 24 on SP 316182	51238417
Lot 25 on SP 316182	51238418
Lot 30 on SP 316182	51238419
Lot 31 on SP 316182	51238420
Lot 31 on SP 316182	51238421
Lot 33 on SP 316182	51238422
Lot 34 on SP 316182	51238423
Lot 35 on SP 316182	51238424
Lot 40 on SP 316182	51238425
Lot 41 on SP 316182	51238426
Lot 42 on SP 316182	51238427
Lot 43 on SP 316182	51238428
Lot 44 on SP 316182	51238429
Lot 45 on SP 316182	51238430
Lot 50 on SP 316182	51238431
Lot 51 on SP 316182	51238432
Lot 52 on SP 316182	51238433
Lot 53 on SP 316182	51238434
Lot 54 on SP 316182	51238435
Lot 55 on SP 316182	51238436

SCHEDULE A	SCHEDULE OF LOT ENTITLEMENTS
-------------------	-------------------------------------

Lot on Plan	Contribution	Interest
Lot 10 on S.P. 316182	1	31
Lot 11 on S.P. 316182	1	28
Lot 12 on S.P. 316182	1	38
Lot 13 on S.P. 316182	1	32
Lot 14 on S.P. 316182	1	38
Lot 15 on S.P. 316182	1	28
Lot 20 on S.P. 316182	1	31
Lot 21 on S.P. 316182	1	28
Lot 22 on S.P. 316182	1	39
Lot 23 on S.P. 316182	1	33
Lot 24 on S.P. 316182	1	39
Lot 25 on S.P. 316182	1	28
Lot 30 on S.P. 316182	1	31
Lot 31 on S.P. 316182	1	28
Lot 32 on S.P. 316182	1	39
Lot 33 on S.P. 316182	1	34
Lot 34 on S.P. 316182	1	39
Lot 35 on S.P. 316182	1	28
Lot 40 on S.P. 316182	1	32
Lot 41 on S.P. 316182	1	28
Lot 42 on S.P. 316182	1	39
Lot 43 on S.P. 316182	1	35
Lot 44 on S.P. 316182	1	39
Lot 45 on S.P. 316182	1	28
Lot 50 on S.P. 316182	1	32
Lot 51 on S.P. 316182	1	29
Lot 52 on S.P. 316182	1	41
Lot 53 on S.P. 316182	1	35
Lot 54 on S.P. 316182	1	41
Lot 55 on S.P. 316182	1	29
TOTALS	30	1000

Principles for deciding the Lot Entitlements for each Lot

1. The Contribution Schedule Lot Entitlements

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

2. The Interest Schedule Lot Entitlements

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

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

Not applicable

SCHEDULE C	BY-LAWS
-------------------	----------------

1 Interpretation

- 1.1 Headings are included for convenience only and are not to be used as an aid in the interpretation of these by-laws.
- 1.2 Plurals will include the singular and singular the plural. References to either gender will include a reference to the other gender. References to persons include natural persons, bodies corporate, corporations sole, governments, governmental authorities and all other entities at law.
- 1.3 Where these by-laws provide that something will not be done, a Member will not attempt to do that thing or permit that thing to be done.
- 1.4 In these by-laws, unless the context otherwise requires, where the Body Corporate is to consent to some act or thing, the Body Corporate may give or withhold its consent at its discretion, or may give the consent subject to conditions.
- 1.5 Where these by-laws provide that a Member must obtain the approval or consent of the Body Corporate, that approval or consent may be given by the Committee.
- 1.6 A reference to a by-law includes any variation or replacement of that by-law.
- 1.7 Where a term or expression is used in these by-laws and it is not defined in these by-laws it will (if applicable) have the meaning given to it in the Act or the Regulation Module applying to the Scheme.
- 1.8 In these by-laws, unless the context otherwise requires: -
- "Act" means the *Body Corporate and Community Management Act 1997(as amended)*;
- "Associate" has the same meaning as in the Act;
- "Body Corporate" means the body corporate formed under the Act on establishment of the Scheme;
- "Building" means the building or buildings and other fixed structures erected on the Scheme Land;
- "Building Management Statement" means any building management statement to be registered that affects the Scheme Land;
- "Caretaker" means the person authorised by the Body Corporate in writing to be a caretaker of the Building for the better management, control, use and enjoyment of the Building and of the Common Property;
- "Committee" means the committee of the Body Corporate elected in accordance with the Act;

"Common Property" means the common property of the Scheme;

"Letting Agent" means that person authorised by the Body Corporate in writing to be a letting agent for the purposes of letting Lots in the Scheme;

"Lot" or "Lots" means a lot or lots in the Scheme;

"Management Statement" means the Community Management Statement containing these By-Laws;

"Manager" means the person or persons appointed by the Body Corporate at any time pursuant to the Act for the better management, control, use and enjoyment of the Common Property and for the better exercise and performance of the Body Corporate's powers and duties.

"Member" or "Members" means a person or persons who is or are bound by these by-laws. It includes an owner, a tenant or occupier of a Lot or any of their guests, servants, employees, agents, children, invitees and licensees;

"Original Owner" means Birchie Pty Ltd ATF The Burradoo Trust A.C.N. 166845610, all of P.O. Box 951, SPIT JUNCTION NSW 2088 together with its successors and assigns;

"Requirement" means any requirement, or authorization, 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;

"Scheme" means the Scheme referred to in the Community Management Statement containing these By-Laws to be called the Avanti Highlife Community Titles Scheme;

"Scheme Land" means all the land in the Scheme;

"Services" means all gas, electricity, telephone, water, sewerage, fire prevention, ventilation, air conditioning services and security services and all other services or systems provided in the Scheme or available for the Lot;

"Service Infrastructure" means any infrastructure for the provision of Services to the Scheme or any Lot.

"Building Management Statement" means any building management statement to be registered that affects the Scheme Land;

Noise

2. The Occupier of a lot must not create noise likely to interfere with the peaceful enjoyment of a person lawfully on another lot or the common property.

Vehicles

3.(1) The Occupier of a lot 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, except for the designated visitor parking which must remain available at all times for the sole use of visitor's vehicles.

(2) An approval under subsection (1) must state the period for which it is given, with the exception of designated visitor parking.

(3) However, the body corporate may cancel the approval by giving 7 days written notice to the occupier, with the exception of designated visitor parking.

(4) The 7 visitor car parking spaces that are comprised of 5 car spaces, 1 space for people with disabilities and 1 space for a van must:

- (a) Be used by bona fide visitor to the premises only;
- (b) Be clearly labelled as "Visitor parking"; and
- (c) Remain unimpeded by landscaping, water tanks, storage (temporary or otherwise), gates or any other fitting, fixture or structure to provide 24 hour unrestricted access for bona fide visitors.

Obstruction

4. The occupier of a lot must not obstruct the lawful use of the common property by someone else.

Damage to lawns etc.

- 5.(1) The occupier of a lot must not, without the body corporate's written approval -
- (a) damage a lawn, garden, tree, shrub, plant or flower on the common property; or
 - (b) use a part of the common property as a garden.
- (2) An approval under subsection (1) must state the period for which it is given.
- (3) However, the body corporate may cancel the approval by giving 7 days written notice to the occupier.

Damage to common property

- 6.(1) An occupier of a lot must not, without the body corporate's written approval, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the common property.
- (2) However, an occupier 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 color, style and materials of the building.
- (3) The owner of a lot must keep a device installed under subsection (2) in good order and repair.

Behaviour of invitees

7. An occupier of a lot must take reasonable steps to ensure that the occupier's invitees do not behave in a way likely to interfere with the peaceful enjoyment of another lot or the common property.

Leaving of rubbish etc. on the common property

8. The occupier of a lot must not leave the rubbish or other materials on the common property in a way or place likely to interfere with the enjoyment of the common property by someone else.

Appearance of lot

- 9.(1) The occupier of a lot must not, without the body corporate's written approval, make a change to the external appearance of the lot unless the change is minor and does not detract from the amenity of the lot and its surrounds.
- (2) The occupier of a lot must not, without the body corporate's written approval -
- (a) 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
 - (b) 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.
- (3) Notwithstanding the provisions of clause 9.(1) above, the occupier of a lot shall not enclose any balcony or terrace shown on the Brisbane City Council approved drawings and documents for the scheme and such balconies and terraces are to remain unenclosed with no shutters, glazing, louvres or similar permanent

structures other than those consistent with the relevant Brisbane Planning Scheme Codes/Policies and clearly depicted on the approved drawings.

- (4) All air conditioning, lift motor rooms, plant and service facilities located at the top or on the external face of the building must be screened and maintained. This must be done in accordance with BCC Approval Package (Council File Reference A005471960) dated 12/08/2020.

Storage of flammable materials

10.(1) The occupier of a lot must not, without the body corporate's written approval, store a flammable substance on the common property.

(2) The occupier of a lot must not, without the body corporate's written approval, store a flammable substance on the lot unless the substance is used or intended for use for domestic purposes.

(3) However, this section does not apply to the storage of fuel in -

- (a) the fuel tank of a vehicle, boat, or internal combustion engine; or
- (b) a tank kept on a vehicle or boat in which the fuel is stored under the requirements of the law regulating the storage of flammable liquid.

Garbage disposal

11.(1) Unless the body corporate provides some other way of garbage disposal, the occupier of a lot must keep a receptacle for garbage in a clean and dry condition and adequately covered on the lot.

(2) The occupier of a lot must -

- (a) comply with all local government local laws about disposal of garbage; and
- (b) ensure that the occupier does not, in disposing of garbage, adversely affect the health, hygiene or comfort of the occupiers of other lots.

(3) The occupier of a lot must not do anything that would result in the Body Corporate not complying with the Approval Conditions, in particular the condition requiring the storage and collection of refuse bins as per the relevant condition requiring removal in accordance with the plans and documents imposed by the Brisbane City Council and by arrangement with a waste contractor.

Animals

12.(1) The occupier of a lot may keep one (1) cat or one (1) dog on the lot and then only with the body corporate's prior written approval, which shall not be unreasonably withheld. The occupier to whom an approval is given shall not without the prior written approval of the body corporate -

- (a) bring or keep another animal on the lot or the common property; or
- (b) permit an invitee to bring, or keep another animal, on the lot or the common property.

(2) Any approval for the keeping of an animal granted by the body corporate may be granted with or without conditions. If conditions are imposed then the occupier shall comply with those conditions. Should the occupier fail to comply with any conditions that are imposed, then the approval may be withdrawn at the discretion of the committee.

Cleanliness

- 13(1). The occupier of a lot must keep that lot clean and pest free.
- (2) The occupier of a lot must not do anything that would result in the Body Corporate not complying with the Brisbane City Council Approval Conditions, in particular the conditions relating to the cleanliness of the common property areas.

Security System

- 14(1) The body corporate may operate a security system under which-
- (a) parts of the common property are secured against entry by unauthorised persons; and
 - (b) locks and other security devices or procedures are used to implement the security system
- (2) The body corporate is not liable for any loss or damage suffered to persons or property because;-
- (a) the security system fails or there is unauthorised entry to any part of the common property; or
 - (b) the security system is not operating.

Auction Sale

- 15(1) An owner of a lot must not permit any auction sale to be conducted or to take place on the common property without the written consent of the body corporate, but this by-law does not prohibit an auction sale being conducted in a lot.
- (2) An occupier of a lot must not permit any garage sale or similar sale to be conducted or to take place in the garage that forms part of a lot or any garage area or other area over which that occupier has a right of exclusive use without the written consent of the body corporate.

Expenditure of body corporate funds

16. Where the body corporate expends any of its funds to rectify any breach of any law or these by-laws by an occupier of a lot, the body corporate may recover the amount spent as a debt from the owner of that lot by commencing proceedings against him.

Legal Proceedings

17. The body corporate may commence or authorise the commencement of legal proceedings against any owner of a lot that owes money to the body corporate. The committee and/or the body corporate manager may take such action as they consider necessary to collect any levies that are overdue by 90 days or more, such action to include engaging either a debt collection agent or a solicitor with all costs of such action (including legal costs on a solicitor and own client basis) to be paid by the body corporate in the first instance, but debited to the account of the owner whose levies are in arrears

Interest

18. If any moneys owing to the body corporate are unpaid 30 days after the due date for payment, the body corporate may charge interest on those moneys at such rate as the body corporate may from time to time determine. Unless and until the body corporate by ordinary resolution in general meeting decides to the contrary, the rate of interest to be charged shall be determined to be 2.5 percent per month.

Contractors and Workmen

19. Except with the written consent of the body corporate, no occupier or owner of a lot will give directions to any contractors or workmen employed by the body corporate.

Rules

20. The body corporate committee may make rules about the common property and body corporate assets not inconsistent with these by-laws. All such rules must be observed by the owners and occupiers of lots but such rules will be of no effect unless ratified by an ordinary resolution of owners passed at a general meeting of the owners held within 12 months of their commencement.

Bicycles, etc

21. An occupier of a lot must not without the written approval of the body corporate ride or permit the riding of any bicycle, skateboard, roller blades or similar thing on the common property.

By-laws to be displayed

22. If an owner lets or leases a lot then the owner must give to the tenant or occupier a copy of these by-laws and must keep a copy of them displayed in a prominent place on the lot.

Landscaping

23. The body corporate and the Owners shall ensure that the landscaping is at all times maintained in accordance with a detailed landscape plan, as approved by the Brisbane City Council.

Building Management Statement

24. (a) All occupiers must observe the terms of any Building Management Statement that affects their Lot or the Scheme.

(b) The Committee is empowered to appoint one of their members to represent the Body Corporate on any management group established under any Building Management Statement.

Authorised Allocation

25.(1) The owner of a lot will be entitled to the exclusive use and enjoyment of those parts of the common property nominated in writing as an authorised allocation by the original proprietor to the body corporate within 12 months after the recording of the Community Management Statement which includes this by-law.

- (2) Each occupier of a lot to which an authorised allocation attaches must:-
- (a) use it in a way not likely to interfere with the peaceful enjoyment of another lot or the common property including another exclusive use area;
 - (b) keep the area in good repair and condition and be responsible for all repairs and maintenance within that area
 - (c) use it only for the purpose for which the allocation was granted; and
 - (d) keep it tidy and free from rubbish.

Exclusive Use

26.(1) The owner of the lots identified in Schedule E is entitled to exclusive use of the area allocated therein and as identified on the sketch plans marked "A" and "B" attached hereto.

- (2) Each occupier of the lot identified in Schedule E as being entitled to the exclusive use of a certain area must:-
- (a) use it in a way not likely to interfere with the peaceful enjoyment of the other lot or the common property;
 - (b) keep the area in good repair and condition and be responsible for all repairs and maintenance within that area
 - (c) use it only for the purpose for which the allocation was granted; and
 - (d) keep it tidy and free from rubbish.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED**Statutory Easement Allocation Matrix**

Lots Affected by Service Easements and Statutory Easements

Lots on Plan	Statutory Easement	Service Location Diagram Showing Service Easements
Common Property of Avanti Highlife CTS 54075	Stormwater Drain, Sewer, Water Supply Electricity	The diagram marked "C" attached hereto
Lot 10 on S.P. 316182	Sewerage, drainage, support shelter and projection	The diagram marked "C" attached hereto
Lot 11 on S.P. 316182	Sewerage, drainage, support shelter and projection	The diagram marked "C" attached hereto
Lot 12 on S.P. 316182	Sewerage, drainage, support shelter and projection	The diagram marked "C" attached hereto
Lot 13 on S.P. 316182	Sewerage, drainage, support shelter and projection	The diagram marked "C" attached hereto
Lot 14 on S.P. 316182	Sewerage, drainage, support shelter and projection	The diagram marked "C" attached hereto
Lot 15 on S.P. 316182	Sewerage, drainage, support shelter and projection	The diagram marked "C" attached hereto
Lot 20 on S.P. 316182	Sewerage, drainage, support shelter and projection	The diagram marked "C" attached hereto
Lot 21 on S.P. 316182	Sewerage, drainage, support shelter and projection	The diagram marked "C" attached hereto
Lot 22 on S.P. 316182	Sewerage, drainage, support shelter and projection	The diagram marked "C" attached hereto
Lot 23 on S.P. 316182	Sewerage, drainage, support shelter and projection	The diagram marked "C" attached hereto
Lot 24 on S.P. 316182	Sewerage, drainage, support shelter and projection	The diagram marked "C" attached hereto
Lot 25 on S.P. 316182	Sewerage, drainage, support shelter and projection	The diagram marked "C" attached hereto
Lot 30 on S.P. 316182	Sewerage, drainage, support shelter and projection	The diagram marked "C" attached hereto
Lot 31 on S.P. 316182	Sewerage, drainage, support shelter and projection	The diagram marked "C" attached hereto
Lot 32 on S.P. 316182	Sewerage, drainage, support shelter and projection	The diagram marked "C" attached hereto
Lot 33 on S.P. 316182	Sewerage, drainage, support shelter and projection	The diagram marked "C" attached hereto
Lot 34 on S.P. 316182	Sewerage, drainage, support shelter and projection	The diagram marked "C" attached hereto
Lot 35 on S.P. 316182	Sewerage, drainage, support shelter and projection	The diagram marked "C" attached hereto
Lot 40 on S.P. 316182	Sewerage, drainage, support shelter and projection	The diagram marked "C" attached hereto
Lot 41 on S.P. 316182	Sewerage, drainage, support shelter and projection	The diagram marked "C" attached hereto
Lot 42 on S.P. 316182	Sewerage, drainage, support shelter and projection	The diagram marked "C" attached hereto
Lot 43 on S.P. 316182	Sewerage, drainage, support shelter and projection	The diagram marked "C" attached hereto
Lot 44 on S.P. 316182	Sewerage, drainage, support shelter and projection	The diagram marked "C" attached hereto
Lot 45 on S.P. 316182	Sewerage, drainage, support shelter and projection	The diagram marked "C" attached hereto

Lot 50 on S.P. 316182	Sewerage, drainage, support shelter and projection	The diagram marked "C" attached hereto
Lot 51 on S.P. 316182	Sewerage, drainage, support shelter and projection	The diagram marked "C" attached hereto
Lot 52 on S.P. 316182	Sewerage, drainage, support shelter and projection	The diagram marked "C" attached hereto
Lot 53 on S.P. 316182	Sewerage, drainage, support shelter and projection	The diagram marked "C" attached hereto
Lot 54 on S.P. 316182	Sewerage, drainage, support shelter and projection	The diagram marked "C" attached hereto
Lot 55 on S.P. 316182	Sewerage, drainage, support shelter and projection	The diagram marked "C" attached hereto

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

Lot 10 on S.P. 316182	CP18 on the Plan marked "B" attached	Car Park
Lot 11 on S.P. 316182	CP19 on the Plan marked "B" attached	Car Park
Lot 12 on S.P. 316182	CP24 & CP25 on the Plan marked "A" attached	Car Park
Lot 13 on S.P. 316182	CP14 on the Plan marked "B" attached	Car Park
Lot 14 on S.P. 316182	CP16 & CP17 on the Plan marked "B" attached	Car Park
Lot 15 on S.P. 316182	CP15 on the Plan marked "B" attached	Car Park
Lot 20 on S.P. 316182	CP12 on the Plan marked "B" attached	Car Park
Lot 21 on S.P. 316182	CP13 on the Plan marked "B" attached	Car Park
Lot 22 on S.P. 316182	CP37 & CP38 on the Plan marked "A" attached	Car Park
Lot 23 on S.P. 316182	CP10 on the Plan marked "B" attached	Car Park
Lot 24 on S.P. 316182	CP26 & CP27 on the Plan marked "A" attached	Car Park
Lot 25 on S.P. 316182	CP 11 on the Plan marked "B" attached	Car Park
Lot 30 on S.P. 316182	CP08 on the Plan marked "B" attached	Car Park
Lot 31 on S.P. 316182	CP09 on the Plan marked "B" attached	Car Park
Lot 32 on S.P. 316182	CP39 & CP40 on the Plan marked "A" attached	Car Park
Lot 33 on S.P. 316182	CP34 on the Plan marked "A" attached	Car Park
Lot 34 on S.P. 316182	CP20 & CP21 on the Plan marked "A" attached	Car Park
Lot 35 on S.P. 316182	CP07 on the Plan marked "B" attached	Car Park
Lot 40 on S.P. 316182	CP05 on the Plan marked "B" attached	Car Park
Lot 41 on S.P. 316182	CP06 on the Plan marked "B" attached	Car Park
Lot 42 on S.P. 316182	CP32 & CP33 on the Plan marked "A" attached	Car Park

Lot 43 on S.P. 316182	CP23 on the Plan marked "A" attached	Car Park
Lot 44 on S.P. 316182	CP35 & CP36 on the Plan marked "A" attached	Car Park
Lot 45 on S.P. 316182	CP04 on the Plan marked "B" attached	Car Park
Lot 50 on S.P. 316182	CP02 on the Plan marked "B" attached	Car Park
Lot 51 on S.P. 316182	CP03 on the Plan marked "B" attached	Car Park
Lot 52 on S.P. 316182	CP28 & CP29 on the Plan marked "A" attached	Car Park
Lot 53 on S.P. 316182	CP22 on the Plan marked "A" attached	Car Park
Lot 54 on S.P. 316182	CP30 & CP31 on the Plan marked "A" attached	Car Park
Lot 55 on S.P. 316182	CP01 on the Plan marked "B" attached	Car Park

PLAN SHOWING EXCLUSIVE USE AREAS FOR CARPARKS
 PURPOSES WITHIN COMMON PROPERTY ON SP 316182

SKETCH PLAN 'A'
 Scale 1:250
 Level A-(Basement 3)

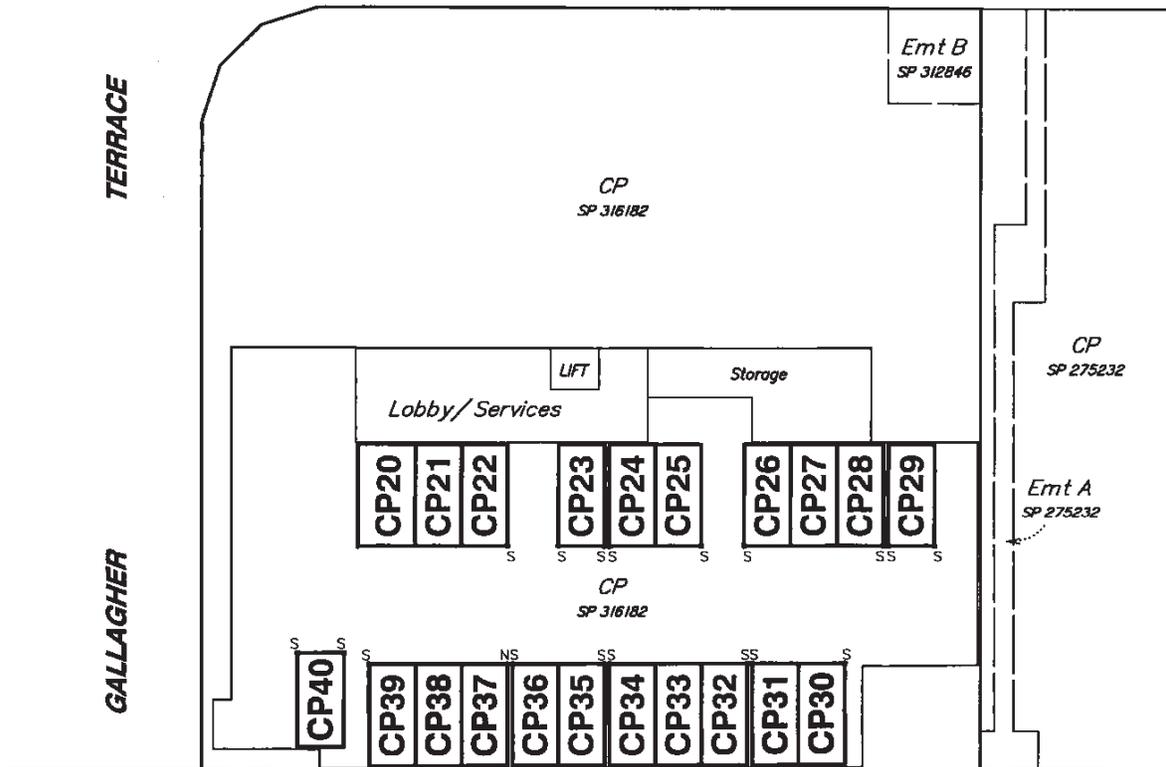


LAWLEY

STREET

TERRACE

GALLAGHER



8
 RP 897648

Ex Use Identifier	Area	Ex Use Identifier	Area
CP20	16m ²	CP31	13m ²
CP21	13m ²	CP32	13m ²
CP22	13m ²	CP33	13m ²
CP23	13m ²	CP34	13m ²
CP24	13m ²	CP35	13m ²
CP25	13m ²	CP36	13m ²
CP26	13m ²	CP37	13m ²
CP27	13m ²	CP38	13m ²
CP28	13m ²	CP39	13m ²
CP29	13m ²	CP40	12m ²
CP30	13m ²		

S - Denotes Screw in Conc
 N - Denotes Nail in Conc



Statewide survey group

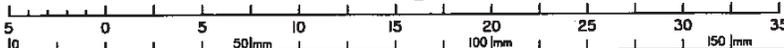
ABN 77 088 374 869
 CONSULTING SURVEYORS
 AND TOWN PLANNERS
 3/123 Link Road Victoria Point, QLD 4185
 Phone: 1300 382 084 Fax: 1300 788 084
 Email: info@statewidesurvey.com.au

I Walter Trevor NINNES, Cadastral Surveyor,
 hereby certify that the details shown on this sketch
 plan are correct.

W. Ninnes
 Cadastral Surveyor

Date: 6.11.19

Scale 1:250 - Lengths are in Metres.



LOCAL GOVERNMENT: BRISBANE CITY COUNCIL
 LOCALITY: KEDRON

7631-701-19 ETC

**PLAN SHOWING EXCLUSIVE USE AREAS FOR CARPARKS
 PURPOSES WITHIN COMMON PROPERTY ON SP 316182**

SKETCH PLAN 'B'
 Scale 1:250
 Level B-(Basement 1 & 2)

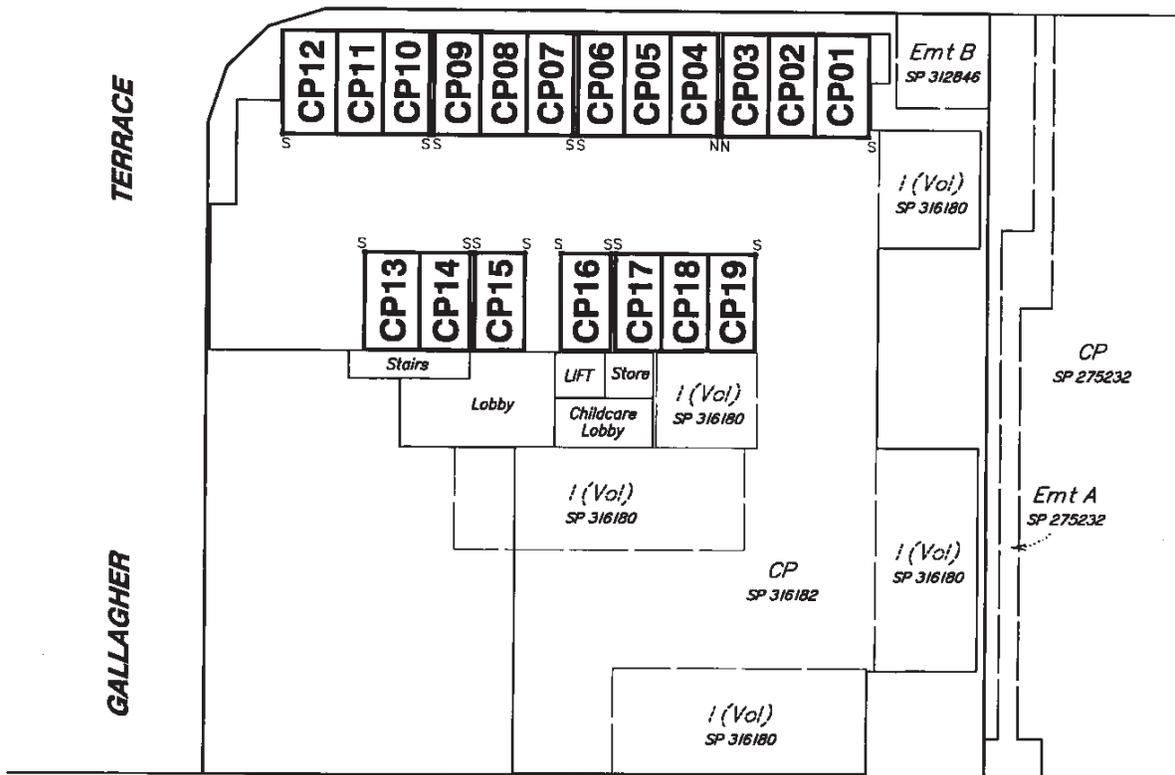


LAWLEY

STREET

TERRACE

GALLAGHER



8
 RP 897648

Ex Use Identifier	Area	Ex Use Identifier	Area
CP01	15m ²	CP11	13m ²
CP02	13m ²	CP12	15m ²
CP03	13m ²	CP13	13m ²
CP04	13m ²	CP14	13m ²
CP05	13m ²	CP15	13m ²
CP06	13m ²	CP16	13m ²
CP07	13m ²	CP17	13m ²
CP08	13m ²	CP18	13m ²
CP09	13m ²	CP19	13m ²
CP10	13m ²		12m ²

S - Denotes Screw in Conc
 N - Denotes Nail in Conc



**Statewide
 survey group**

ARN 77 058 374 882
 CONSULTING SURVEYORS
 AND TOWN PLANNERS
 3/123 Link Road Victoria Park, QLD 4165
 Phone: 1300 382 094 Fax: 1300 788 084
 Email: info@statewidesurvey.com.au

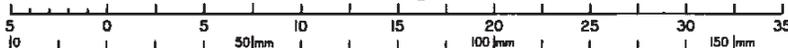
I Walter Trevor NINNES, Cadastral Surveyor,
 hereby certify that the details shown on this sketch
 plan are correct.

W. Ninnes
 Cadastral Surveyor

Date: 6.11.19

Exclusive Use Areas are Fully
 defined by Structural elements
 being walls or Screws.

Scale 1:250 - Lengths are in Metres.



LOCAL BRISBANE CITY
 GOVERNMENT: COUNCIL
 LOCALITY: KEDRON

7631-702-19 ETC

LEGEND

- WATER METER
- INSPECTION OPENING (SEWER)
- TELSTRA PIT
- SEWER MANHOLE
- ELECTRICITY BOX
- ELECTRICITY PIT
- ELECTRICITY POLE
- STORMWATER MANHOLE
- SEPTIC TANK
- GULLY TRAP
- FIELD INLET
- BOUNDARY CORNER
- FIRE HYDRANT
- VALVE
- GAS METER
- TELSTRA
- WATER MAIN
- FENCE
- OVERHEAD ELECTRICITY
- UNDERGROUND ELECTRICITY
- SEWERAGE
- STORMWATER
- DRAIN
- GAS

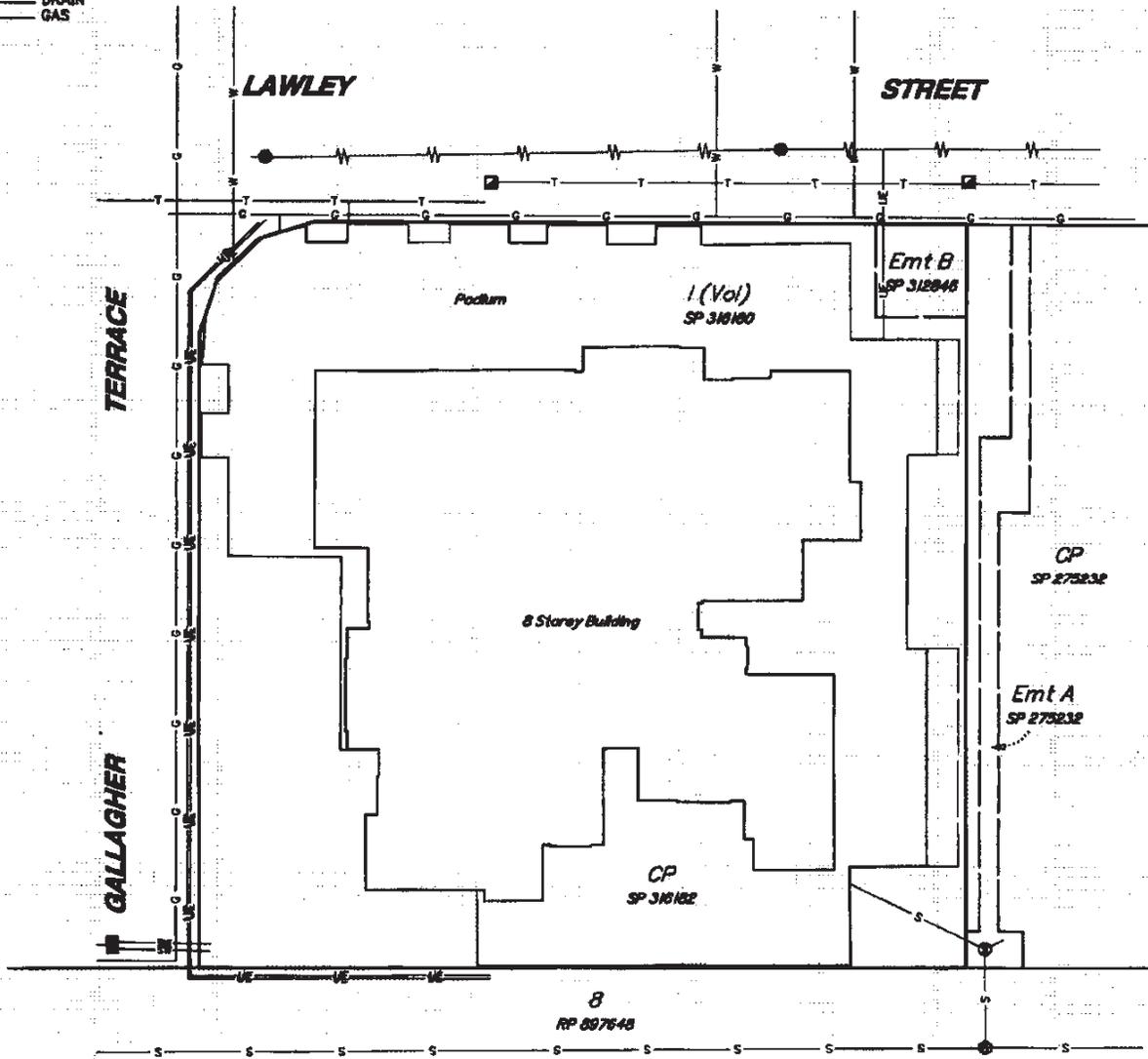
ADDITIONAL SHEET
 PARCEL NAME: AVANTI HIGHLIFE

CTS No 54075

Sheet 15 of 15

SERVICES LOCATION DIAGRAM

SKETCH PLAN 'C'
 Scale 1:250



Scale 1:250 -- Lengths are in Metres.



The Position of the services shown on this plan were plotted from records kept by the holder. It is by visual inspection on site it is not definitive only. Prior to excavation or construction on the site the true location of these services should be established. Other services may exist.

LOCAL GOVERNMENT: BRISBANE CITY COUNCIL
 LOCALITY: KEDRON



Statewide survey group
 1388 77 088 374 888
 CONSULTING SURVEYORS
 AND TOWN PLANNERS
 3/123 Link Road, Victoria Point, QLD 4165
 Phone: 1300 382 084 Fax: 1300 788 084
 Email: info@statewidesurvey.com.au

I, Walter Trevor HINES, Cadastral Surveyor, hereby certify that the details shown on this sketch plan are correct.

W. Hines
 Director Date: 6.11.19

763-703-18 ETS

2 March 2021

The Registrar
Dept Environment, Resources, Mines
GPO Box 1401
BRISBANE QLD 4001

Dear Sir/Madam,

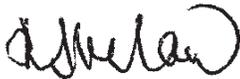
Body Corporate for Avanti Highlife CTS 54075

The body corporate encloses for lodgement:

- Form 14 general request
- New CMS
- Credit card authorisation \$95.00 for registration fee

Regards,

On behalf of the committee for the body corporate



Vickie Sutherland
Business Development Team
Direct: (07) 3622 3977
vickie@capitolbca.com.au

7 April 2021

The Registrar
Brisbane Titles Registry Office
GPO Box 1401
BRISBANE QLD 4001

Dear Sir/Madam,

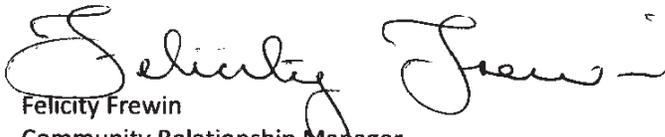
Body Corporate for Avanti Highlife CTS 54705

The body corporate encloses for lodgement:

- Requisition notice
- Amended CMS
- Credit card payment request for requisition fee

Regards,

On behalf of the committee for the body corporate



Felicity Frewin
Community Relationship Manager
Direct: (07) 3622 3971
felicity@capitolbca.com.au



CERTIFICATE OF COMPLETION

Date Generated: 24/02/2026 11:30:29 AM (AEST)

Document Details

Subject: SignAnything - 403/3 Gallagher Terrace, Kedron, QLD, 4031

Document Pages: 56

Certificate Pages: 1

Status: Signed

Exchanged by: Not Applicable

Exchange Date: Not Applicable

No. of Signatures: 2

Signature Logs

Signer: Elisa Pascale

Email Address: Elisapascale88@gmail.com

Status: Signed

IP Address: 120.22.3.128

Supervised By:

Email Sent Date: 24/02/2026 10:40:25 AM (AEST)

Signed Date: 24/02/2026 11:30:26 AM (AEST)

Signature: 

Signer: Robert Chalmers

Email Address: roblchalmers@gmail.com

Status: Signed

IP Address: 120.22.3.239

Supervised By:

Email Sent Date: 24/02/2026 10:40:25 AM (AEST)

Signed Date: 24/02/2026 10:41:47 AM (AEST)

Signature: 

Signer:

Email Address:

Status:

IP Address:

Supervised By:

Email Sent Date:

Signed Date:

Signature: