

Seller disclosure statement

Property Law Act 2023 section 99

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

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

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

This statement does not include information about:

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

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

Part 1 – Seller and property details

Seller	Lucy Katherine Godfrey and Benjamin John Murphy
Property address (referred to as the “property” in this statement)	17/216 Trouts Road McDowall, QLD, 4053
Lot on plan description	L17 SP143102

Community titles scheme or BUGTA scheme:	Is the property part of a community titles scheme or a BUGTA scheme:	
	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
	<i>If Yes, refer to Part 6 of this statement for additional information</i>	<i>If No, please disregard Part 6 of this statement as it does not need to be completed</i>

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 <i>Land Title Act 1994</i> showing interests registered under that Act for the property. <input checked="" type="checkbox"/> Yes
	A copy of the plan of survey registered for the property. <input checked="" type="checkbox"/> Yes

Registered encumbrances	<p>Registered encumbrances, if any, are recorded on the title search, and may affect your use of the property. Examples include easements, statutory covenants, leases and mortgages.</p> <p>You should seek legal advice about your rights and obligations before signing the contract.</p>
Unregistered encumbrances (excluding statutory encumbrances)	<p>There are encumbrances not registered on the title that will continue <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No to affect the property after settlement.</p> <p>Note—If the property is part of a community titles scheme or a BUGTA scheme it may be subject to and have the benefit of statutory easements that are NOT required to be disclosed.</p> <p>Unregistered lease (if applicable)</p> <p>If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows:</p> <ul style="list-style-type: none"> » the start and end day of the term of the lease: <input type="text" value="Insert date range"/> » the amount of rent and bond payable: <input type="text" value="Insert amount of rent and bond"/> » whether the lease has an option to renew: <input type="text" value="Insert option to renew information"/> <p>Other unregistered agreement in writing (if applicable)</p> <p>If the unregistered encumbrance is created by an agreement in writing, and is not an unregistered lease, a copy of the agreement is given, together with relevant plans, if any. <input type="checkbox"/> Yes</p> <p>Unregistered oral agreement (if applicable)</p> <p>If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows:</p> <div style="border: 1px solid black; padding: 5px; min-height: 100px;"> <p>Insert names of parties to the agreement, term of the agreement and any amounts payable by the owner of the property</p> </div>
Statutory encumbrances	<p>There are statutory encumbrances that affect the property. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>If Yes, the details of any statutory encumbrances are as follows:</i></p> <div style="border: 1px solid black; min-height: 100px;"></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> :		
	DC1 District Centre		
Transport proposals and resumptions	The lot is affected by a notice issued by a Commonwealth, State or local government entity and given to the seller about a transport infrastructure proposal* to: locate transport infrastructure on the property; or alter the dimensions of the property.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	The lot is affected by a notice of intention to resume the property or any part of the property.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	<i>If Yes, a copy of the notice, order, proposal or correspondence must be given by the seller.</i>		
* <i>Transport infrastructure</i> has the meaning defined in the <i>Transport Infrastructure Act 1994</i> . A <i>proposal</i> means a resolution or adoption by some official process to establish plans or options that will physically affect the property.			
Contamination and environmental protection	The property is recorded on the Environmental Management Register or the Contaminated Land Register under the <i>Environmental Protection Act 1994</i> .	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	The following notices are, or have been, given:		
	A notice under section 408(2) of the <i>Environmental Protection Act 1994</i> (for example, land is contaminated, show cause notice, requirement for site investigation, clean up notice or site management plan).	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	A notice under section 369C(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which an environmental enforcement order applies).	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	A notice under section 347(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which a prescribed transitional environmental program applies).	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Trees	There is a tree order or application under the <i>Neighbourhood Disputes (Dividing Fences and Trees) Act 2011</i> affecting the property.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	<i>If Yes, a copy of the order or application must be given by the seller.</i>		
Heritage	The property is affected by the <i>Queensland Heritage Act 1992</i> or is included in the World Heritage List under the <i>Environment Protection and Biodiversity Conservation Act 1999</i> (Cwlth).	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Flooding	Information about whether the property is affected by flooding or another natural hazard or within a natural hazard overlay can be obtained from the relevant local government and you should make your own enquires. Flood information for the property may also be available at the FloodCheck Queensland portal or the Australian Flood Risk Information portal.		
Vegetation, habitats and protected plants	Information about vegetation clearing, koala habitats and other restrictions on development of the land that may apply can be obtained from the relevant State government agency.		

Part 4 – Buildings and structures

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

Swimming pool	There is a relevant pool for the property.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	If a community titles scheme or a BUGTA scheme – a shared pool is located in the scheme.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
	Pool compliance certificate is given.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
	OR Notice of no pool safety certificate is given.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Unlicensed building work under owner builder permit	Building work was carried out on the property under an owner builder permit in the last 6 years.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	<i>A notice under section 47 of the Queensland Building and Construction Commission Act 1991 must be given by the seller and you may be required to sign the notice and return it to the seller prior to signing the contract.</i>		
Notices and orders	There is an unsatisfied show cause notice or enforcement notice under the <i>Building Act 1975</i> , section 246AG, 247 or 248 or under the <i>Planning Act 2016</i> , section 167 or 168.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	The seller has been given a notice or order, that remains in effect, from a local, State or Commonwealth government, a court or tribunal, or other competent authority, requiring work to be done or money to be spent in relation to the property. <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	<p>The property is included in a community titles scheme. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>(If Yes, complete the information below)</i></p>
Community Management Statement	<p>A copy of the most recent community management statement for the scheme as recorded under the <i>Land Title Act 1994</i> or another Act is given to the buyer. <input checked="" type="checkbox"/> Yes</p> <p>Note—If the property is part of a community titles scheme, the community management statement for the scheme contains important information about the rights and obligations of owners of lots in the scheme including matters such as lot entitlements, by-laws and exclusive use areas.</p>
Body Corporate Certificate	<p>A copy of a body corporate certificate for the lot under the <i>Body Corporate and Community Management Act 1997</i>, section 205(4) is given to the buyer. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>If No</i>— An explanatory statement is given to the buyer that states: <input type="checkbox"/> Yes</p> <ul style="list-style-type: none"> » a copy of a body corporate certificate for the lot is not attached; and » the reasons under section 6 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot.
Statutory Warranties	<p>Statutory Warranties—If you enter into a contract, you will have implied warranties under the <i>Body Corporate and Community Management Act 1997</i> relating to matters such as latent or patent defects in common property or body corporate assets; any actual, expected or contingent financial liabilities that are not part of the normal operating costs; and any circumstances in relation to the affairs of the body corporate that will materially prejudice you as owner of the property. There will be further disclosure about warranties in the contract.</p>
Building Units and Group Titles Act 1980	<p>The property is included in a BUGTA scheme <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>(If Yes, complete the information below)</i></p>
Body Corporate Certificate	<p>A copy of a body corporate certificate for the lot under the <i>Building Units and Group Titles Act 1980</i>, section 40AA(1) is given to the buyer. <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>If No</i>— An explanatory statement is given to the buyer that states: <input type="checkbox"/> Yes</p> <ul style="list-style-type: none"> » a copy of a body corporate certificate for the lot is not attached; and » the reasons under section 7 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot. <p>Note—If the property is part of a BUGTA scheme, you will be subject to by-laws approved by the body corporate and other by-laws that regulate your use of the property and common property.</p>

Signatures – SELLER

Lucy Katherine Godfrey



Signature of seller

Signature of seller

Lucy Katherine Godfrey

Benjamin John Murphy

Name of seller

Name of seller

07-04-2026

07-04-2026

Date

Date

Signatures – BUYER

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

Signature of buyer

Signature of buyer

Name of buyer

Name of buyer

Date

Date

CURRENT TITLE SEARCH
QUEENSLAND TITLES REGISTRY PTY LTD

Request No: 55662376

Search Date: 07/04/2026 08:21

Title Reference: 50385145

Date Created: 04/03/2002

Previous Title: 50350713

REGISTERED OWNER

Dealing No: 723064113 13/02/2024

BENJAMIN JOHN MURPHY
LUCY KATHERINE GODFREY JOINT TENANTS

ESTATE AND LAND

Estate in Fee Simple

LOT 17 SURVEY PLAN 143102
Local Government: BRISBANE CITY
COMMUNITY MANAGEMENT STATEMENT 30090

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10272176 (POR 595)
2. MORTGAGE No 723064114 13/02/2024 at 15:10
TEACHERS MUTUAL BANK LIMITED A.C.N. 087 650 459

ADMINISTRATIVE ADVICES - NIL
UNREGISTERED DEALINGS - NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

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

BUILDING CONNECTIONS

LINE	BEARING	DISTANCE
9-A	149°11'45"	14.965
B-C	117°33'30"	3.0
D-4	87°31'35"	15.685
4-E	225°12'40"	15.065
F-H	175°11'	3.085
J-Y	283°42'40"	21.295
X-G	79°45'45"	20.89
I-K	157°52'15"	11.646
L-5	153°38'55"	7.64
M-N	269°55'30"	3.035
O-P	269°55'30"	3.0
Q-6	206°41'50"	7.67
B-R	79°34'25"	13.915
S-T	22°58'25"	5.647
U-V	21°40'30"	3.0
W-9	10°16'	34.377
A-B	117°33'30"	13.8
C-D	117°33'30"	20.54
E-F	173°01'	20.54
H-I	180°08'	20.54
I-J	270°08'	8.483
G-F	83°01'	8.483
K-L	179°55'30"	8.483
L-M	269°55'30"	27.28
N-O	269°55'30"	20.54
P-Q	269°55'30"	13.8
R-S	359°55'30"	13.8
T-U	21°40'30"	13.8
V-W	21°40'30"	13.8
Y-X	359°55'30"	13.8

Area of Base Parcel
7259 m²

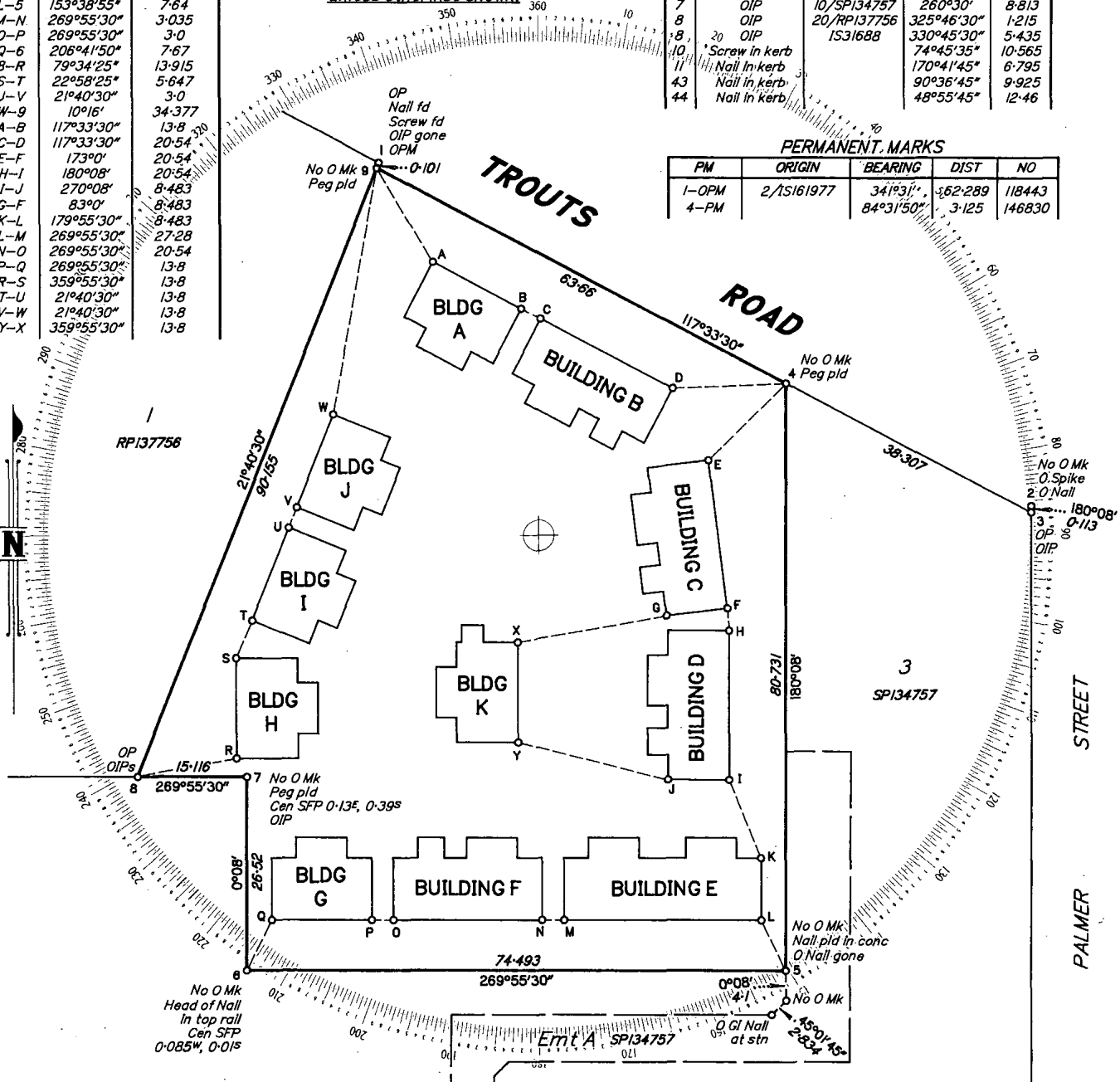
Peg placed at all new corners unless otherwise shown.

REFERENCE MARKS

STN	TO	ORIGIN	BEARING	DIST
1	OIP gone	18/RP137756	154°49'	0.855
1	Hilt in kerb fd		13°06'	4.715
1	Screw in kerb fd		354°01'	10.835
2	O Hilt in kerb	5/S161977	339°28'	5.169
2	O Spike in bit	5/S161977	1°03'	12.228
3	OIP	3a/RP137780	175°29'	1.048
5	O Nail gone	12/SPI34757	245°05'45"	10.348
6	Screw in kerb		209°17'	11.535
7	OIP	10/SPI34757	260°30'	8.813
8	OIP	20/RP137756	325°46'30"	1.215
8	OIP	1531688	330°45'30"	5.435
10	Screw in kerb		74°45'35"	10.565
11	Nail in kerb		170°41'45"	6.795
43	Nail in kerb		90°36'45"	8.925
44	Nail in kerb		48°55'45"	12.46

PERMANENT MARKS

PM	ORIGIN	BEARING	DIST	NO
1-OPM	2/S161977	341°31'	352.289	118443
4-PM		84°31'50"	3.125	146830



Buildings A to K are two storey
For Level A See Sheet 2
For Level B See Sheet 3

HILLOCC PTY LTD ACN 067 844 133
herby certify that the company has surveyed
the land comprised in this plan by
Charles Anthony HAWKINS (Licensed Surveyor)
for whose work the Company accepts responsibility, that
the plan is accurate, that the field survey was
performed in accordance with the Surveyors Act 1977
and the Surveyors Regulation 1992, and that the said
survey was completed on 06.02.2002.

COMMON SEAL
OF
HILLOCC PTY LTD
David Hilliam
Licensed Surveyor & Director
Date 11/02/2002

Metres 30m 60m 90m
0 50mm 100mm 150mm State copyright reserved.

PLAN OF
Lots 1 to 28 and Common Property
Cancelling Lot 4 on SPI34757

PARISH: **KEDRON** COUNTY: **Stanley**

Meridian: SPI34757 F/N's: NO

Scale: **1:600**
Format: **BUILDING**

SP143102

Plan Status:

705430640

\$1790.80
26/02/2002 15:14

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.

Registered

5. Lodged by

PHILIP USHER CONSTRUCTIONS PTY LTD
PO Box 2146
CRESTMEAD QLD 4132
PHONE: (07) 3800 1666
REF: GT LODGER CODE: 506
(Include address, phone number, reference, and Lodger Code)

1. Certificate of Registered Owners or Lessees.

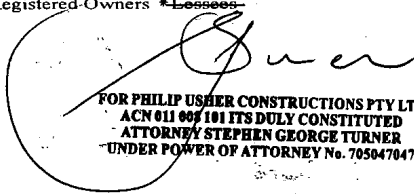
I/We PHILIP USHER CONSTRUCTIONS PTY LTD
ACN 011 008 101

(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


FOR PHILIP USHER CONSTRUCTIONS PTY LTD
ACN 011 008 101 ITS DULY CONSTITUTED
ATTORNEY STEPHEN GEORGE TURNER
UNDER POWER OF ATTORNEY No. 705047047

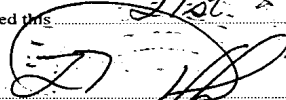
* Rule out whichever is inapplicable

2. Local Government Approval

* **BRISBANE CITY COUNCIL**

hereby approves this plan in accordance with the :

% **INTEGRATED PLANNING ACT 1997**

Dated this 21st day of February 2002

LESLIE HOWARD ACWORTH
Appointed Officer

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

3. Plans with Community Management Statement :

CMS Number : 30090
Name : EVERTON GLADES

4. References :

Dept File :
Local Govt :
Surveyor : 4917/00

6. Existing

Title Reference	Lot	Plan	Created	Emts	Road
50350713	4	SP134757	1 to 28 and Common Property	-	-

BENEFIT EASEMENT ALLOCATION

Easement	Lots to be Benefited
704714204 (Emt A/SPI34757)	1 to 28 and CP

Por 595

1 to 28 and Common Property

Orig

Lots

7. Portion Allocation :

8. Map Reference :
9443-22112

12. Building Format Plans only.

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

WJ Siller 11/02/2002
Licensed Surveyor/Director Date
* delete words not required

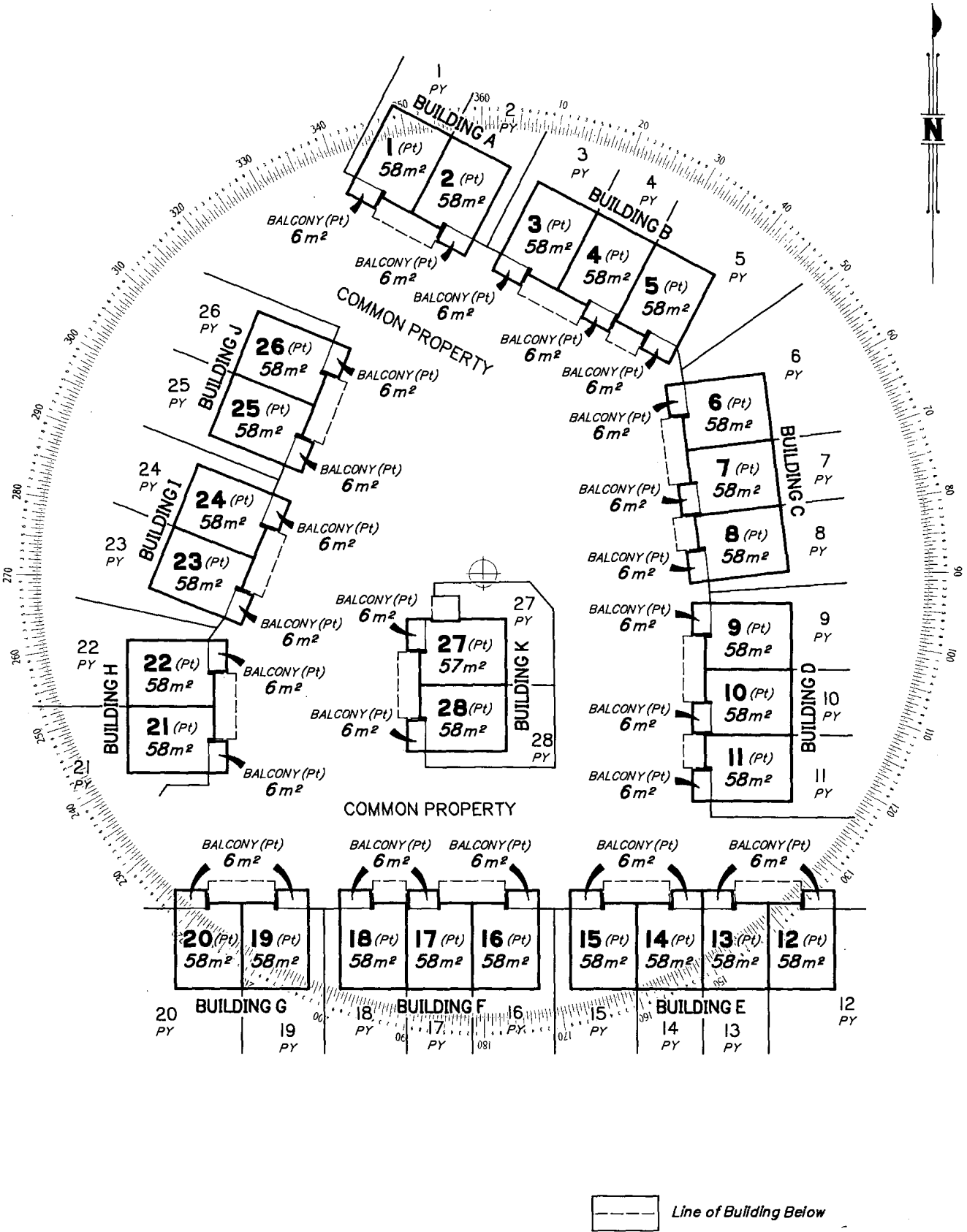
9. Locality :
MCDOWALL

13. Lodgement Fees :
Survey Deposit \$ 536.80
Lodgement \$ 99
28 New Titles \$ 1155
Photocopy \$
Postage \$
TOTAL \$ 1790.80

11. Passed & Endorsed :

By : HILLOCC PTY LTD
ACN 067 844 133
Date : 11/02/2002
Signed : WJ Siller
Designation : LIAISON OFFICER

14. Insert Plan Number
SPI43102



LEVEL B
Scale 1:400

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

1. Pool safety certificate number

 Identification number:
2. Location of the swimming pool

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

Street address:

Postcode

Lot and plan details:

Local government area:

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

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

4. Pool properties

Shared pool

Non-shared pool

Number of pools

5. Pool safety certificate validity

Effective date:

Expiry date:

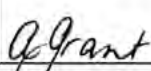
6. Certification

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

Name:

 Pool safety inspector
licence number:

Signature:



 Angela Grant
T/A Pool Safety Angel
M: 0488 908 888

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

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

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

Privacy statement

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

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

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



Rate Account

COPY

Dedicated to a better Brisbane

Property Location: 17/216 TROUTS RD
MCDOWALL

Issue Date 9 Jan 2026

MS LUCY K GODFREY & MR BENJAMIN J MURPHY
EVERTON GLADES
17/216 TROUTS RD
MCDOWALL QLD 4053

Account number

Bill number

Enquiries

(07) 3403 8888
24 hours 7 days

Account Period
1 Jan 2026 - 31 Mar 2026

TAX INVOICE

Total GST on this Tax Invoice
\$0.18



Make a statement.
Go paperless!

Switch to paperless billing and access your rates notice anytime, anywhere.

You can also opt-in for a free SMS reminder of your bill's due date

Visit brisbane.qld.gov.au/rates to sign up and help keep Brisbane clean, green and sustainable.



The rates and charges set out in this notice are levied by the service of this notice and are due and payable within 30 days of the issue date. Full payment by the Due Date includes Discount and/or Rounding (where applicable).

Payment assistance - If you would like to arrange a payment extension or a payment plan please contact Council on (07) 3403 8888.

Nett Amount Payable

\$450.05

Due Date

9 February 2026

Summary of Charges

Opening Balance	0.00
Brisbane City Council Rates & Charges	400.20
Brisbane City Council Miscellaneous Charges	1.98
State Government Charges	62.90
Gross Amount	465.08
Discount and/or Rounding (where applicable)	15.03 CR
Nett Amount Payable	450.05

If mailing your payment please tear off this slip and return with payment. Please do not staple this slip. See reverse for payment methods.



Pay in person at any Post Office

MS LUCY K GODFREY & MR BENJAMIN J MURPHY

Due Date

9 Feb 2026



50

Gross Amount
\$465.08

Nett Amount

\$450.05

Rating and rebate information

As a ratepayer, it is your responsibility to ensure that the charges and rating category are correct and matches your property's predominant use.

Rating information and Category - general rates are calculated based on the land valuation issued by the Queensland Government and the rating category of the property. Please refer to the rating category statement or visit brisbane.qld.gov.au/rating-categories for more information.

Change your contact details - It is important you advise Council of changes to your phone number, postal and email addresses by phone on 07 3403 8888 or visit brisbane.qld.gov.au/change-rates-contact-details to notify us online.

Rebates - Council offers a range of rates rebates, including pensioner, not for profit and owner occupier. Phone 07 3403 8888 or visit brisbane.qld.gov.au/rates-rebates for more information.

Interest - Compounding interest of 12.12% per annum will accrue daily on any amount owing immediately after the due date.

Payment options



Online

To pay online go to brisbane.qld.gov.au/pay-rates
Payment is accepted by American Express, MasterCard or Visa credit card*. Minimum payment \$10.



Direct Debit

Pay a nominated amount by Direct Debit transfer from your cheque or savings account. To apply please visit brisbane.qld.gov.au/pay-rates and complete the online form.



By Mobile

Download the Sniip app to your iPhone or Android device, create your account, select 'Scan to Pay Bills' and scan the circular QR code to pay now. (*Sniip is not available for iPads or tablets.*) Payment is accepted by American Express, MasterCard or Visa credit card*. Minimum payment \$10.



Mail

Allow sufficient time for mail delivery as payment must be received on or before the due date to receive discount.

Return the bottom slip with cheque made payable to Brisbane City Council to:

Brisbane City Council
GPO Box 1434
BRISBANE QLD 4001



Telephone and Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: bpay.com.au
Minimum payment \$10.

©Registered to BPAY Pty Ltd ABN 69 079 137 518

BPAY VIEW

Contact your participating bank or financial institution to register to receive your future Rate Accounts electronically. When registering, your BPAY View Registration number is our Account number located on Page 3 of this account.



Instore

Pay in-store at Australia Post
Billpay Code: *439



Phone Pay

Call 1300 309 311 to pay by American Express, MasterCard or Visa credit card*. Minimum payment \$10.



Brisbane City Council Customer Centre

Pay at any Customer Centre. Payment is accepted by cash, cheque, debit card, MasterCard or Visa credit card*. Minimum payment \$10.

* For credit and debit cards a surcharge may apply at time of payment. Details can be found at brisbane.qld.gov.au/about-council/rates-and-payments

Use and Disclosure Notice

Your property ownership and rates details are used for a range of Council functions and to provide services to you.

English

If you need this information in another language, please phone the Translating and Interpreting Service (TIS) on 131450 and ask to be connected to Brisbane City Council on (07) 3403 8888.

Italian

Per avere queste informazioni in un'altra lingua, telefonate al TIS (*Translating and Interpreting Service*, cioè Servizio Traduttori e Interpreti) al numero 131450 e chiedete di essere collegati con il numero (07) 3403 8888 del municipio di Brisbane (*Brisbane City Council*).

Spanish

Si necesitara esta información en otro idioma, se le ruega llamar al Servicio de Traducción e Interpretación [*"TIS"*], teléfono 131450, y pedir conexión con el Municipio de Brisbane, teléfono (07) 3403 8888.

Chinese 如果您需要用另一種語言獲悉此文件的內容，請致電 131450 到翻譯與傳譯服務部 (TIS)，請他們給您轉接 (07) 3403 8888 到布里斯本 (Brisbane) 市政廳。

Property Details**COPY****Owner****MS LUCY K GODFREY & MR BENJAMIN J MURPHY****Property Location****17/216 TROUTS RD
MCDOWALL****Real Property Description L.17 SP.143102 PAR KEDRON 1/28**

Valuation effective from	01 Jul 2023	\$110,714
	01 Jul 2024	\$110,714
	01 Jul 2025	\$132,143
Averaged Rateable Valuation (A R V)		\$117,857

Account Details

Account number 5000 0000 3988 711

Opening Balance

Closing Balance Of Last Bill	465.08
Payment Received - 08-Nov-2025	450.05CR
Discount/Rounding Allowed	15.03CR
Total	0.00

Period : 01 Jan 2026 - 31 Mar 2026**Brisbane City Council Rates & Charges**

General Rates - Category 10 (Annually 0.2661 Cents In The A R V \$) @ Parity Factor (P/F) 1.067709	249.67
Waste Utility Charge - 1 Charge(S) @ \$128.24 Qtr	128.24
Bushland Preservation Levy Category 10 (Annual 0.0098 Cents In The A R V \$) @ P/F 1.067709	9.18
Environmental Mgt Compliance Levy Category 10 (Annual 0.014 Cents In The A R V \$) @ P/F 1.067709	13.11
Total	400.20

Brisbane City Council Miscellaneous Charges

Rate Notice Paper Fee	1.98 *
Total	1.98

State Government Charges

Emergency Management Levy - Group 2	62.90
Total	62.90

*** Denotes items subject to GST.****Other Information**

Your rating category statement can be found by visiting our website at brisbane.qld.gov.au and entering 'how rates are calculated'. The category statement will provide information about each rating category.

The Queensland Government waste levy for general waste is now \$125 per tonne. Council has received a payment of \$36,822,816 for the 2025-26 financial year from the Queensland Government to mitigate impacts from the Waste Levy on households. This payment is only around 70% of the amount required to be paid by Council to the Queensland Government as a levy for household waste to landfill. The Waste Utility Charge covers costs associated with managing waste in Brisbane, including the gap between the Queensland Government levy charged to Council and the 70% rebate received by Council.

Bill Number

Page 3 of 3

**Water and Sewerage
Quarterly Account**

BENJAMIN JOHN MURPHY & LUCY KATHERINE GODFREY
17/216 TROUTS RD
MCDOWALL QLD 4053

Property Location: EVERTON GLADES 17
216 TROUTS ROAD
MCDOWALL 4053

Customer reference number	[REDACTED]
Bill number	[REDACTED]
Date issued	16/12/2025
Total due	\$362.84
Current charges due date	21/01/2026

Your water usage

Water usage (kL)	32.27
Days charged	82

Average daily water usage (litres)

Current period	394
Same period last year	269

Account Summary Period 20/09/2025 - 10/12/2025

Your Last Account

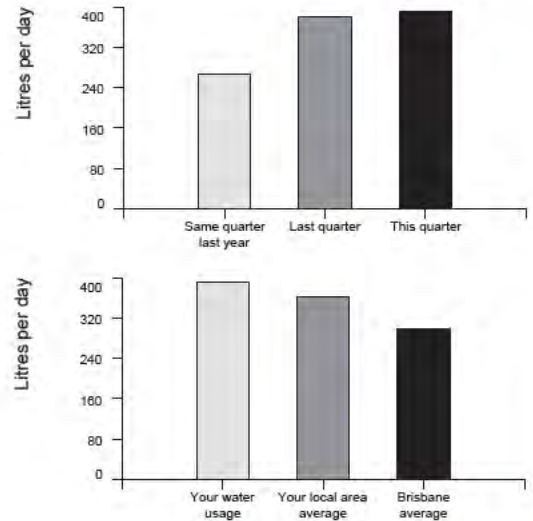
Amount Billed	\$404.31
Amount Paid	\$404.31CR

Your Current Account

Balance	\$0.00
Current Charges	\$362.84

Total Due **\$362.84**

If full payment is not received by the due date, simple interest (at an annual interest rate of 11%) will apply to each outstanding transaction.



Direct debit
To arrange automatic payment from your bank account, visit www.urbanutilities.com.au/directdebit

Telephone and internet banking - BPAY®
Contact your bank or financial institution to make this payment from your cheque, savings, credit card, debit or transaction account.
BPAY View® View and pay this bill using internet banking. More info: www.bpay.com.au
® Registered to BPAY Pty Ltd ABN 69 079 137 518

Internet
Pay your account online using MasterCard or Visa credit card at www.urbanutilities.com.au/creditcard
Payment by credit card will incur a surcharge. We accept Mastercard or Visa credit cards.

Payment options

By phone
Call 1300 123 141 to pay your account using your MasterCard or Visa card.

Mail
Tear off this slip and return with your cheque payment to Queensland Urban Utilities PO Box 963, Parramatta, NSW 2124

In person
Pay in person at Australia Post with cash, cheque, money order, debit card or any branch of the Commonwealth Bank with cash or cheque.

Amount paid

Date paid

Receipt number

YOUR CHARGES for 20/09/2025 - 10/12/2025 (82 days)

Your meter readings

Serial Number	Read Date	Reading	Usage	Comment
FES2400271	20/09/2025	2750		
	11/12/2025	3654	904kL	
Boundary Meter	Your share percentage is 3.570000 Your share of usage is 32.27			

Water Usage

State bulk water price

State Bulk Water Charge 2025/26	32.27kL @ \$3.517000/kL	\$113.49
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Urban Utilities distributor-retailer price

Tier 1 usage 2025/26	32.27kL @ \$0.981000/kL	\$31.65
Subtotal		\$145.14

Water Services

Urban Utilities water service charge

Water service charge 2025/26	82 days	\$56.90
Subtotal		\$56.90

Sewerage Services

Urban Utilities sewerage service charge

Sewerage service charge 2025/26	82 days	\$160.80
Subtotal		\$160.80

Water usage \$145.14

Water services \$56.90

Sewerage services \$160.80

Your total charges 20/09/2025 - 10/12/2025 \$362.84

Customer ref. no. [REDACTED]

EVERTON GLADES 17
216 TROUTS ROAD
MCDOWALL 4053

 **Your usage was 32.27 kilolitres.**
That's an average of 394 litres per day.



Heat and rain can impact the water and wastewater networks, but we work 24/7 to prepare.

SEE WHAT WE'RE DOING:



INTERPRETER SERVICE 13 14 50

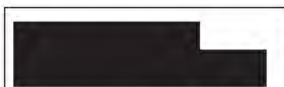
当您需蒙口译员时，请致电 13 14 50。
اتصل على الرقم 13 14 50 عندما تكون بحاجة إلى مترجم فوري.
Khi bạn cần thông ngôn, xin gọi số 13 14 50
통역사가 필요하시면 13 14 50 으로 연락하십시오.
Quando necessita un interprete llame al 13 14 50

© Urban Utilities 2025

Tear off slip and return with your cheque payment to PO Box 963, Parramatta, NSW 2124. See reverse for payment options.



Water and Sewerage Account
In Person / Mail Payment Advice
Name: BENJAMIN JOHN
MURPHY & LUCY KATHERINE
GODFREY



BPAY® this payment via Internet or phone banking.
BPAY View® - View and pay this bill using internet banking.
To use the **QR code**, use the reader within your mobile banking app.
More info: www.bpay.com.au

Commonwealth Bank
Commonwealth Bank of Australia
ABN 48 123 123 124
240 Queen Street, Brisbane, QLD



Date

Cash

Teller Stamp & Initials

Cheques



Current charges due date
21/01/2026

For Credit **Urban Utilities**
Trans Code User ID

Customer Reference No.



Total Due

\$ 362.84

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 12/03/2026

Becoming an owner

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

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

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

How to get more information

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

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

Contacting the body corporate

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

Name and number of the community titles scheme

Everton Glades

CTS No. 30090

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: **Joseph Steward**

Company: **Cassels Strata Management**

Phone: **07 3726 0050**

Email: **info@casselsstrata.com.au**

Accessing records

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

The body corporate manager named above.

Property and community titles scheme details

Lot and plan details

Lot number: **17**

Plan type and number: **143102**

Plan of subdivision: **BUILDING FORMAT PLAN**

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

Regulation module

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

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

The regulation module that applies to this scheme is the:

Accommodation

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

Layered arrangements of community titles schemes

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

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

No

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

Building management statement

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

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

No

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

By-laws and exclusive use areas

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

What by-laws apply?

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

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

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

General by-laws

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

Exclusive use areas

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

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

No

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

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

Lot entitlements and financial information

Lot 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: **28**

Interest schedule

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

Total interest schedule lot entitlements for all lots: **28**

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 **17** for the current financial year: \$ **4,773.06**

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
01/03/25 to 31/05/25	01/03/25	950.27	950.27	04/03/25
01/06/25 to 31/08/25	01/06/25	950.27	950.27	02/06/25
01/09/25 to 30/11/25	01/09/25	1,436.26	1,436.26	25/08/25
01/12/25 to 28/02/26	01/12/25	1,436.26	1,436.26	28/11/25
01/03/26****31/05/26	01/03/26	1,193.27	1,193.27	02/03/26
01/06/26****31/08/26	01/06/26	1,193.27	1,193.27	
			Amount overdue	Nil
			Amount Unpaid including amounts billed not yet due	Nil

Sinking fund contributions

Total amount of contributions (before any discount) for lot **17** for the current financial year: \$ **1,767.86**

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
01/03/25 to 31/05/25	01/03/25	395.66	395.66	04/03/25
01/06/25 to 31/08/25	01/06/25	395.66	395.66	02/06/25
01/09/25 to 30/11/25	01/09/25	488.27	488.27	25/08/25
01/12/25 to 28/02/26	01/12/25	488.27	488.27	28/11/25
01/03/26****31/05/26	01/03/26	441.96	441.96	02/03/26
01/06/26****31/08/26	01/06/26	441.93	441.93	
			Amount overdue	Nil
			Amount Unpaid including amounts billed not yet due	Nil

Special contributions - Administrative Fund (IF ANY)

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

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

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

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

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

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

Special contributions - Sinking Fund (IF ANY)

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

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

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

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

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

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

Other amounts payable by the lot owner

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

No other amounts payable for the lot.

Summary of amounts due but not paid by the current owner

At the date of this certificate

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

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

Common property and assets

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

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

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

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

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

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

Yes - you can obtain a copy from the body corporate records - last sinking fund report: 07/04/21

Current sinking fund balance (as at date of certificate): \$ 164,509.03

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.

Seller to disclose

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
RAINWATER TANK 3,000 Litre EGR River/Gum	Plant and Machinery	05/06/07	McCracken's Water Services P/L PO Box 923 ARCHERFIELD QLD 4108	\$0.00	\$0.00	\$1,095.00
Shindaiwa D22 hedge trimmer Shindaiwa P230 pole pruner att	Plant and Machinery	15/03/10	Bill Jacksons Mowerland 16 Magura Street, ENOGGERA. Qld. 4051	\$0.00	\$0.00	\$830.00

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
4892210813961	Plant and Machinery	26/01/15	Bunnings Stafford	\$178.00	\$0.00	\$259.00
Line Trimmer Ryobi Petrol			450 Stafford Rd			
30CC 2STR RKT30CETG			STAFFORD QLD 4053			
Blower cordless	Plant and Machinery	26/07/16	Bunnings	\$0.00	\$0.00	\$229.00
Kit RYOBI			Stafford			
4 Burner Hooded Jumbuck	Furniture & Fittings	30/11/16	Bunnings Stafford	\$0.00	\$0.00	\$288.00
Line trimmer cordless RYOBI	Plant and Machinery	06/01/17	Bunnings Stafford	\$0.00	\$0.00	\$229.00
HEDGE TRIMMER	Plant and Machinery	26/03/18	Bunnings Stafford	\$0.00	\$0.00	\$239.00
Ryobi Hedge trim kit						
Automatic pool cleaner	Plant and Machinery	01/03/19	Bunnings Stafford	\$0.00	\$0.00	\$99.95
HEDGE TRIMMER CORDLESS	Plant and Machinery	02/03/26	BUNNINGS			\$499.00
RYOBI						
36v						

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 B: DIB I: Longitude Res	LNG-STR-20240247	15,897,333.00	39,260.22	30/04/26	\$1,000 Insured Property \$2,000 Legal Defence+10% \$5,000 Water Damage/Burst Pipes; Storm & Rainwater \$5,000
COMMON AREA CONTENTS B: DIB I: Longitude Res	LNG-STR-20240247	155,973.00		30/04/26	\$1,000 Insured Property \$2,000 Legal Defence+10% \$5,000 Water Damage/Burst Pipes; Storm & Rainwater \$5,000
LOSS OF RENT/TEMP AC B: DIB I: Longitude Res	LNG-STR-20240247	2,384,600.00		30/04/26	\$1,000 Insured Property \$2,000 Legal Defence+10% \$5,000 Water Damage/Burst Pipes; Storm & Rainwater \$5,000
FLOOD B: DIB I: Longitude Res	LNG-STR-20240247	Included		30/04/26	\$1,000 Insured Property \$2,000 Legal Defence+10% \$5,000 Water Damage/Burst Pipes; Storm & Rainwater \$5,000
LIABILITY B: DIB I: Longitude Res	LNG-STR-20240247	20,000.00		30/04/26	\$1,000 Insured Property \$2,000 Legal Defence+10% \$5,000 Water Damage/Burst Pipes; Storm & Rainwater \$5,000
VOLUNTARY WORKERS B: DIB I: Longitude Res	LNG-STR-20240247	\$200,000/2k		30/04/26	\$1,000 Insured Property \$2,000 Legal Defence+10% \$5,000 Water Damage/Burst Pipes; Storm & Rainwater \$5,000
FIDELITY GUARANTEE B: DIB I: Longitude Res	LNG-STR-20240247	100,000.00		30/04/26	\$1,000 Insured Property \$2,000 Legal Defence+10% \$5,000 Water Damage/Burst Pipes; Storm & Rainwater \$5,000
OFFICE BEARERS B: DIB I: Longitude Res	LNG-STR-20240247	1,000,000.00		30/04/26	\$1,000 Insured Property \$2,000 Legal Defence+10% \$5,000 Water Damage/Burst Pipes; Storm & Rainwater \$5,000
CATASTROPHE B: DIB I: Longitude Res	LNG-STR-20240247	30%		30/04/26	\$1,000 Insured Property \$2,000 Legal Defence+10% \$5,000 Water Damage/Burst Pipes; Storm & Rainwater \$5,000

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
GOV AUDIT COSTS B: DIB I: Longitude Res	LNG-STR-20240247	30,000.00		30/04/26	\$1,000 Insured Property \$2,000 Legal Defence+10% \$5,000 Water Damage/Burst Pipes; Storm & Rainwater \$5,000
WORKPLACE HEALTH & S B: DIB I: Longitude Res	LNG-STR-20240247	150,000.00		30/04/26	\$1,000 Insured Property \$2,000 Legal Defence+10% \$5,000 Water Damage/Burst Pipes; Storm & Rainwater \$5,000
LEGAL DEFENCE EXP B: DIB I: Longitude Res	LNG-STR-20240247	50,000.00		30/04/26	\$1,000 Insured Property \$2,000 Legal Defence+10% \$5,000 Water Damage/Burst Pipes; Storm & Rainwater \$5,000
LOT OWNERS FIXTURES B: DIB I: Longitude Res	LNG-STR-20240247	\$300,000 (per lot)		30/04/26	\$1,000 Insured Property \$2,000 Legal Defence+10% \$5,000 Water Damage/Burst Pipes; Storm & Rainwater \$5,000

Alternative insurance

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

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

No

Lot owner and occupier insurance

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

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

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

Contracts and authorisations

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

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

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

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

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

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

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

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

Yes - Name of caretaking service contractor engaged: GNS Management Pty Ltd

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

Yes - Name of authorised letting agent: GNS Management Pty Ltd

Embedded network electricity supply

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

No

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

Body corporate authority

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

Name/s Cassels Strata Management

Positions/s held Strata Management Company

Date 12/03/2026

Signature/s _____



Copies of documents given with this certificate:

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



Everton Glades CTS 30090

216 Trouts Road Mcdowall Qld 4053

BALANCE SHEET

AS AT 12 MARCH 2026

	ACTUAL 12/03/2026	ACTUAL 28/02/2026
<u>OWNERS FUNDS</u>		
Administrative Fund	35,241.49	11,142.19
Sinking Fund	164,509.03	153,259.14
<u>TOTAL</u>	<u>\$ 199,750.52</u>	<u>\$ 164,401.33</u>
<u>THESE FUNDS ARE REPRESENTED BY</u>		
<u>CURRENT ASSETS</u>		
Cash At Bank	197,853.13	184,093.33
Levies In Arrears	5,195.22	1,924.53
Other Arrears	320.36	320.36
Prepayments	0.00	6,634.92
<u>NON-CURRENT ASSETS</u>		
<u>TOTAL ASSETS</u>	203,368.71	192,973.14
<u>LIABILITIES</u>		
Gst Clearing A/C	2,876.13	(1,189.29)
Provision For Income Tax	113.00	0.00
Creditors	551.85	2,255.00
Accruals	0.00	1,329.98
Levies In Advance	77.21	26,176.12
<u>TOTAL LIABILITIES</u>	3,618.19	28,571.81
<u>NET ASSETS</u>	<u>\$ 199,750.52</u>	<u>\$ 164,401.33</u>

Everton Glades CTS 30090

216 Trouts Road Mcdowall Qld 4053

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 MARCH 2026 TO 12 MARCH 2026

	ACTUAL 01/03/26-12/03/26	BUDGET 01/03/26-28/02/27	%	ACTUAL 01/03/25-28/02/26
<u>ADMINISTRATIVE FUND</u>				
<u>INCOME</u>				
Levies - Administrative Fund	30,374.15	0.00		121,496.08
Interest On Overdue Levies	0.00	0.00	0.00	747.18
<u>TOTAL ADMIN. FUND INCOME</u>	30,374.15	0.00		122,243.26
<u>EXPENDITURE - ADMIN. FUND</u>				
<u>ACCOUNTING FEES</u>				
Audit Fees	(690.00)	0.00	0.00	1,076.40
Bas Preparation	0.00	0.00	0.00	1,380.00
Income Tax - Lodgement Fees	0.00	0.00	0.00	250.00
<u>ADMINISTRATION FEES</u>				
Administration Fees	345.32	0.00		3,980.76
Administration Fees - Other	10.00	0.00		1,721.66
Disbursements - Contract	276.39	0.00		3,289.82
Disbursements - Other	0.00	0.00	0.00	363.70
<u>BANKING FEES</u>				
Transaction Fee	0.00	0.00	0.00	116.99
<u>CARETAKING FEES</u>				
Caretaker	0.00	0.00	0.00	50,298.06
<u>COMMON UTILITY</u>				
Electricity	(253.58)	0.00	0.00	1,285.90
Electricity - Government Rebat	0.00	0.00	0.00	(313.44)
Electricity Solar Rebate	0.00	0.00	0.00	(7.38)
<u>COUNCIL FEES</u>				
Council Rates	0.00	0.00	0.00	14.35
Backflow Registration	0.00	0.00	0.00	76.00
Backflow Testing	71.82	0.00		135.00
<u>FIRE CONTROL</u>				
Fire - Annual Audit	0.00	0.00	0.00	522.73
Fire - Repairs & Maintenance	0.00	0.00	0.00	716.00
<u>GENERAL MAINTENANCE</u>				
R & M - Building	0.00	0.00	0.00	3,257.27
R & M - Electrical	0.00	0.00	0.00	640.85
R & M - Gardens & Grounds	453.64	0.00		217.57



Everton Glades CTS 30090

216 Trouts Road Mcdowall Qld 4053

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 MARCH 2026 TO 12 MARCH 2026

	ACTUAL	BUDGET	%	ACTUAL
	01/03/26-12/03/26	01/03/26-28/02/27		01/03/25-28/02/26
R & M - Gates	0.00	0.00	0.00	350.00
INSURANCE				
Insurance - Building	5,480.86	0.00		31,271.83
Insurance - Stamp Duty	532.35	0.00		3,036.34
PEST CONTROL				
Termite Inspection	0.00	0.00	0.00	2,363.64
POOL & SAUNA				
Pool - Inspections Fees	0.00	0.00	0.00	270.00
Pool - Repairs & Maint.	48.05	0.00		2,574.66
PROFESSIONAL FEES				
Legal Fees	0.00	0.00	0.00	6,010.50
TOTAL ADMIN. EXPENDITURE	6,274.85	0.00		114,899.21
SURPLUS / DEFICIT	\$ 24,099.30	\$ 0.00		\$ 7,344.05
Opening Admin. Balance	11,142.19	11,142.19	100.00	3,798.14
ADMINISTRATIVE FUND BALANCE	\$ 35,241.49	\$ 11,142.19		\$ 11,142.19



Everton Glades CTS 30090

216 Trouts Road Mcdowall Qld 4053

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 MARCH 2026 TO 12 MARCH 2026

	ACTUAL 01/03/26-12/03/26	BUDGET 01/03/26-28/02/27	%	ACTUAL 01/03/25-28/02/26
<u>SINKING FUND</u>				
<u>INCOME</u>				
Levies - Sinking Fund	11,249.89	0.00		45,000.08
<u>TOTAL SINKING FUND INCOME</u>	11,249.89	0.00		45,000.08
<u>EXPENDITURE - SINKING FUND</u>				
Building Repairs	0.00	0.00	0.00	2,858.64
Roofing	0.00	0.00	0.00	7,154.59
<u>TOTAL SINK. FUND EXPENDITURE</u>	0.00	0.00		10,013.23
<u>SURPLUS / DEFICIT</u>	<u>\$ 11,249.89</u>	<u>\$ 0.00</u>		<u>\$ 34,986.85</u>
Opening Sinking Fund Balance	153,259.14	153,259.14	100.00	118,272.29
<u>SINKING FUND BALANCE</u>	<u>\$ 164,509.03</u>	<u>\$ 153,259.14</u>		<u>\$ 153,259.14</u>

Queensland Titles Registry Pty Ltd
 ABN 23 648 568 101

Search Date: 13/03/2026 09:32

Request No: 55396038

SCHEME NAME

EVERTON GLADES COMMUNITY TITLES SCHEME 30090

BODY CORPORATE ADDRESS

CASSELS STRATA
 PO BOX 1152
 MILTON
 QLD
 4064

COMMUNITY MANAGEMENT STATEMENT No: 30090

Title	Lot	Plan	Title	Lot	Plan
50385128	CP	SP 143102	50385129	1	SP 143102
50385130	2	SP 143102	50385131	3	SP 143102
50385132	4	SP 143102	50385133	5	SP 143102
50385134	6	SP 143102	50385135	7	SP 143102
50385136	8	SP 143102	50385137	9	SP 143102
50385138	10	SP 143102	50385139	11	SP 143102
50385140	12	SP 143102	50385141	13	SP 143102
50385142	14	SP 143102	50385143	15	SP 143102
50385144	16	SP 143102	50385145	17	SP 143102
50385146	18	SP 143102	50385147	19	SP 143102
50385148	20	SP 143102	50385149	21	SP 143102
50385150	22	SP 143102	50385151	23	SP 143102
50385152	24	SP 143102	50385153	25	SP 143102
50385154	26	SP 143102	50385155	27	SP 143102
50385156	28	SP 143102			

COMMUNITY MANAGEMENT STATEMENT Dealing No: 724574584

** End of Community Titles Scheme Search **

GENERAL REQUEST

Duty Imprint

724574584

Number

EL 470 \$116.04

16/12/2025 10:39:22

OFFICE USE ONLY

authorised by legislation and is
ords. For more information see

Priv
Coll
used
the Department's website.

1. Nature of request

Request to record new Community Management
Statement for Everton Glades Community Titles
Scheme 30090

Lodger (Name, address, E-mail & phone number)

Redchip Lawyers
Locked Bag 2, Fortitude Valley BE2805
Ph: 32236100

**Lodger
Code**

2. Lot on Plan Description

Common Property of Everton Glades
Community Titles Scheme 30090

Title Reference
50385128

3. Registered Proprietor/State Lessee

Body Corporate for Everton Glades Community Titles Scheme 30090

4. Interest

NOT APPLICABLE

5. Applicant

Body Corporate for Everton Glades Community Titles Scheme 30090

6. Request

I hereby request that: the New Community Management Statement deposited herewith which amends Schedule C of the existing Community Management Statement be recorded as the New Community Management Statement for Everton Glades Community Titles Scheme 30090.

7. Execution by applicant

Body Corporate for Everton Glades Community
Titles Scheme 30090

.....
Applicant's Signature
Chairperson / ~~Secretary~~

9, 12, 2025
Execution Date

.....
Applicant's Signature
Committee member

30090

REGISTRY
community

NEW COMMUNITY MANAGEMENT STATEMENT

NEW CMS Version 1
Page 1 of 13

THIS CMS MUST BE DEPOSITED WITH:

- A FORM 14 GENERAL REQUEST; AND
- A FORM 18C (IF NO EXEMPTION TO THE PLANNING BODY CMS NOTATION APPLIES).

A NEW CMS MUST BE LODGED WITHIN THREE (3) MONTHS OF THE DATE OF CONSENT BY THE BODY CORPORATE

Office use only
CMS LABEL NUMBER

This statement incorporates and must include the following:

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

1. Name (including number) of CTS Everton Glades Community Titles Scheme 30090	2. Regulation module ACCOMMODATION MODULE
3. Name of body corporate Body Corporate for Everton Glades Community Titles Scheme 30090	
4. Scheme land Lot on Plan Description Common property of Everton Glades Community Titles Scheme 30090 Lots 1 to 28 (inclusive) on SP 143102	3. Title Reference 50385128 50385129 – 50385156 (inclusive)
5. Name and address of original owner NOT APPLICABLE	6. Reference to plan lodged with this statement (if applicable) NOT APPLICABLE
7. New CMS exemption to planning body community management statement notation (if applicable*) Insert exemption clause (if no exemption – insert 'N/A' or 'not applicable') Not applicable pursuant to section 60(6) of the <i>Body Corporate and Community Management Act 1997</i> .	
*If there is no exemption, a Form 18C must be deposited with the Request to record the CMS.	
8. Consent of body corporate	

See Form 20 – BCCM Execution

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 Titles Queensland website.

1. Community Titles Scheme (CTS) Name	CTS Number
Everton Glades	30090

2. Module Type of BCCM Scheme	Instrument being executed (using this certificate)
Accommodation Module	CMS

3. Execution by the Body Corporate for the above Scheme*

Signature	<u>CTaylor</u>	Signature	<u>T. Gillespie</u>
Signer Name	<u>CHRISTOPHER TAYLOR</u>	Signer Name	<u>Tracy Gillespie</u>
Signer Authority	<u>CHAIR PERSON</u>	Signer Authority	<u>COMMITTEE MEMBER</u>
Entity (if applicable)	<u></u>	Entity (if applicable)	<u></u>
Execution Date	<u>9/12/2025</u>	Execution Date	<u>9/12/25</u>

*By executing above the Body Corporate confirms it is in compliance with Section 96 of the *Body Corporate and Community Management Act 1997*.

When this Form should be used:

This form should be used for the execution by a Body Corporate of any Titles Instrument other than a Form 14.

Guidance

Please refer to Parts [45-2060] to [45-2081] of the Land Title Practice Manual for guidance on completion and execution of this form and refer to Part 45 generally for further guidance on titles instruments involving Community Titles Schemes. Some brief guidance on the completion of Item 3 has been included below for the quick reference of those who are already familiar with executions of titles instruments by a Body Corporate.

Signer Authority Guidance:

Representative of a Registered Owner means a natural person (individual) whose name is recorded on the body corporate's roll as the representative of the registered owner of a lot that is included in the scheme – Refer to Part [45-2070-1] of the Land Title Practice Manual.

Registered Owner – Individual means a natural person (individual) who is the registered owner of a lot that is included in the scheme. If a lot is owned by 2 or more people, it is acceptable for only one of the registered owners to sign the relevant certificate – Refer to Part [45-2070-2] of the Land Title Practice Manual.

Registered Owner - Corporation means the officeholder of the position of 'Director' or 'Secretary' for the corporate entity that is the registered owner of the lot. It is acceptable for only one office holder (Director or Secretary) of a Corporate Entity to execute on behalf of the Corporation in this instance, as by doing so they confirm they are signing as Agent on behalf of the Corporation and hold the requisite authority to do so – Refer to Part [45-2070-4] of the Land Title Practice Manual. The name and A.C.N of the corporation must be included in the 'Entity' field.

Body Corporate Manager under Chapter 3, Part 5 means a Body Corporate Manager appointed under Chapter 3, Part 5 of the respective Module Regulations to perform the functions of the body corporate committee. This is applicable only to Standard Module, Small Schemes Module and Accommodation Modules. This type of body corporate manager should not be confused with the more common type of body corporate manager that assists with the administration of the body corporate - Refer to Part [45-2070-5] of the Land Title Practice Manual.

Person specified as Signatory in the Body Corporate resolution authorising the transaction means the person identified (by name) and specifically authorised in the body corporate resolution, as the person who should execute the instrument. By signing in this way, the person signing confirms that they are one and the same person as is specified in the resolution to sign the instrument and that they have the authority to sign it. A copy of the resolution is not required to be deposited with this form to confirm this authority – Refer to Part [45-2060] of the Land Title Practice Manual.

Constructing Authority - Authorised Officer means the officer for the Constructing Authority that is authorised to execute on behalf of the Body Corporate pursuant to Section 12A of the *Acquisition of Land Act 1967* and Section 51 or 51A of the *Body Corporate and Community Management Act 1997*. The name of the Authorised Officer must be completed in the 'Signer Name' field, and the name of the Constructing Authority e.g. 'Department of Transport and Main Roads' must be entered into the 'Entity' section – Refer to Part [45-2068] of the Land Title Practice Manual.

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 1 on SP 143102	1	1
Lot 2 on SP 143102	1	1
Lot 3 on SP 143102	1	1
Lot 4 on SP 143102	1	1
Lot 5 on SP 143102	1	1
Lot 6 on SP 143102	1	1
Lot 7 on SP 143102	1	1
Lot 8 on SP 143102	1	1
Lot 9 on SP 143102	1	1
Lot 10 on SP 143102	1	1
Lot 11 on SP 143102	1	1
Lot 12 on SP 143102	1	1
Lot 13 on SP 143102	1	1
Lot 14 on SP 143102	1	1
Lot 15 on SP 143102	1	1
Lot 1 on SP 143102	1	1
Lot 16 on SP 143102	1	1
Lot 17 on SP 143102	1	1
Lot 18 on SP 143102	1	1
Lot 19 on SP 143102	1	1
Lot 20 on SP 143102	1	1
Lot 21 on SP 143102	1	1
Lot 22 on SP 143102	1	1
Lot 23 on SP 143102	1	1
Lot 24 on SP 143102	1	1
Lot 25 on SP 143102	1	1
Lot 26 on SP 143102	1	1
Lot 27 on SP 143102	1	1
Lot 28 on SP 143102	1	1
TOTALS	28	28

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

Sections 66(1)(f) and (g) of the *Body Corporate and Community Management Act 1997* are not applicable.

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

1. Structure

1.1 These By-Laws are set out in the following structure:

- (a) Part A – Preliminary
- (b) Part B – Interferences
- (c) Part C – Works
- (d) Part D – Regulation of use

2. Definitions and Interpretations

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

- (a) Act means the Body Corporate Community Management Act 1997 (Qld).
- (b) Body Corporate means the Body Corporate established upon the registration of the Scheme.
- (c) Caretaking Service Contractor means a service contractor for the Scheme who is also a letting agent for the Scheme.
- (d) Common Property means Scheme Land that is not included in a Lot.
- (e) Improvement means the erection of a building, a structural change or a non-structural change of any kind or the carrying out of any works.
- (f) Lot means a lot in the Scheme.
- (g) Occupier means any person that occupies a Lot.
- (h) Owner means an owner of a Lot.
- (i) Regulation Module means the regulation module of the Act that applies to the Scheme as identified in Item 2 of this community management statement.
- (j) Scheme means Everton Glades CTS 30090.
- (k) Scheme Land means any land within the Scheme, including any Lot and the Common Property.
- (l) Social Function means a gathering of a number of people that causes other Owners or Occupiers to be excluded from the use and enjoyment of part or all of the Common Property.
- (m) Smoke means:
 - (i) for a smoking product other than a personal vaporiser or a hookah—smoke, hold or otherwise have control over an ignited smoking product; or
 - (ii) for a personal vaporiser—inhale through the vaporiser; or

- (iii) for a hookah—inhalation through the hookah.
 - (n) Vehicle includes but is not limited to all types of automobiles, motorcycles, scooters, trucks, bicycles, boats, trailers, caravans, camper vans, mobile homes, golf buggies, segways, skateboards, rollerblades or any other equivalent means of transportation.
 - (o) Visitor means a person who is invited in any capacity onto Scheme Land by an Owner, Occupier or a Visitor.
- 2.2 In the interpretation of these by-laws, terms used in these by-laws may be interpreted by reference to how those terms are defined in the Act and Regulation Module.
- 2.3 If there is an inconsistency between a by-law and the Act or Regulation Module, the Act or Regulation Module prevails to the extent of the inconsistency.
- 2.4 The singular includes the plural and vice versa.
- 2.5 Words importing a gender include other genders.

3. Applicability of these by-laws

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

4. Tenancies

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

5. Application and Approval Process

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

6. Development Approvals

- 6.1 All Development Approvals for the Scheme must be complied with. Any breach of the Development Approvals will constitute a breach of this by-law which will be enforced in accordance with the Act and Regulation Module.

7. Easements

- 7.1 An Owner or Occupier must:
- (a) duly observe the obligations of any easement imposed on the Body Corporate to such extent as they may apply to an Owner or Occupier; and
 - (b) not, without the written approval of the Body Corporate, undertake or permit anything which may cause or contribute to a breach of any easement on the part of the Body Corporate.
- 7.2 Any written approval provided pursuant to these by-laws does not relieve the Owner or Occupier from obligations to obtain any necessary consents under the easement (if any are required).

PART B – INTERFERENCES

8. Noise and Nuisances

- 8.1 An Owner or Occupier must not use, or permit the use of, a Lot or the Common Property in a way that:
- (a) causes a nuisance or hazard;
 - (b) interferes unreasonably with the use or enjoyment of another Lot; or

- (c) interferes unreasonably with the use or enjoyment of the Common Property by a person who is lawfully on the Common Property.

9. Obstruction

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

- (a) obstruct, or permit the obstruction of, the lawful use of the Common Property or another Lot by someone else; or
- (b) use as storage, or place items on, the Common Property (unless otherwise permitted under these by-laws).

10. Smoking

10.1 An Owner or Occupier must not Smoke, or permit any Visitors to Smoke:

- (a) in a completely or substantially enclosed area on the Common Property;
- (b) on the Common Property such that it causes a nuisance or hazard or interferes unreasonably with the use or enjoyment of another Lot or the Common Property; or
- (c) in their Lot such that it causes a nuisance or hazard or interferes unreasonably with the use or enjoyment of another Lot or the Common Property.

11. Auctions

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

12. Garage sales

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

13. Parking

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

- (a) park a Vehicle or allow a Vehicle to stand, on any part of the Common Property (other than in an exclusive use area); or
- (b) permit a Visitor to park a Vehicle or allow a Vehicle to stand, on the Common Property (other than in a designated visitor car parking bay or exclusive use area).

14. Vehicles

- 14.1 Vehicles must be operated in accordance with all public road rules and must not be operated in a manner that creates a nuisance or hazard or interferes unreasonably with the use or enjoyment of another Lot or the Common Property.

15. Electric Vehicle Charging

- 15.1 An Owner or Occupier must not make any Improvement to the Common Property or their Lot in respect of electric Vehicle charging, including the installation of electric Vehicle charging infrastructure, which includes an electric Vehicle charger and specialised cable, without the prior written approval of the Body Corporate.
- 15.2 An Owner or Occupier must not (and must not allow a Visitor to) use an existing power point to the Common Property or their Lot in respect of electric Vehicle charging, without the prior written approval of the Body Corporate.

16. Communications

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

PART C – WORKS

17. Damage

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

18. Common Property Improvements

- 18.1 An Owner or Occupier must not make any Improvement to the Common Property without the written approval of the Body Corporate.
- 18.2 A Caretaking Service Contractor may without the consent of the Body Corporate display signs or notices for the purposes of letting any Lot for lease in the Scheme in or about the Common Property provided they are in keeping with the amenity of the Scheme.
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19. Improvements to Body Corporate Items

- 19.1 An Owner or Occupier must not, without the written approval of the Body Corporate, make any Improvements to:
- (a) railings, parapets and balustrades on (whether precisely, or for all practical purposes) the boundary of a Lot and common property or the boundary of a Lot and another Lot;
 - (b) doors, fences, windows and associated fittings situated in a boundary wall separating a Lot from common property or the boundary of a Lot and another Lot;
 - (c) roofing membranes that are not common property but that provide protection for lots or common property;
 - (d) foundation structures;
 - (e) roofing structures providing protection; and
 - (f) essential supporting framework, including but not limited to load-bearing walls.
-

20. Lot Improvements

- 20.1 An Owner or Occupier must not make any Improvement (other than minor cosmetic work that does not in any way affect, alter or otherwise impact the Common Property or another Lot) to their Lot without the written approval of the Body Corporate.
-

21. External Appearance of a Lot

- 21.1 The Owner or Occupier of a Lot must not 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) if it will result in a change of the appearance of the Lot being visible from another Lot or the Common Property, or from outside the Scheme Land, without the Body Corporate's written approval.

PART D – REGULATION OF USE

22. Animals

- 22.1 Subject to section 181 of the Act, an Owner or Occupier must not, without the Body Corporate's written approval:
- (a) bring or keep an animal on the Lot or the Common Property; or
 - (b) permit a Visitor to bring or keep an animal on the Lot or Common Property.
- 22.2 When keeping an animal in the Scheme, in addition to any other requirements under these by-laws, an approval by the Committee, the Act or the Regulation Module the Owner or Occupier must:
- (a) ensure that when passing through common property the animal will be suitably restrained or carried;
 - (b) register the animal with the local council;
 - (c) ensure that the animal is kept within the Lot and not allowed to roam, dig, soil or otherwise damage Common Property or another Lot;
 - (d) dispose of any animal waste left on the Common Property immediately in a suitable garbage receptacle; and
 - (e) ensure the animal carries a name tag identifying the animal and its owner.

23. Alienation

- 23.1 An Owner or Occupier must not, without the written approval of the Body Corporate:
- (a) use, take, or in any other way appropriate any part of the Common Property for their sole or exclusive use unless authorised by another by-law;
 - (b) alienate in any way any part of the Common Property unless authorised by another by-law; or
 - (c) interfere with the lawful use and enjoyment of Common Property by other Owners or Occupiers.

24. Common Property Garbage

- 24.1 An Owner or Occupier must not leave garbage or other materials on the Common Property except in a designated garbage receptacle.
- 24.2 An Owner or Occupier must:
- (a) keep its own garbage receptacle;
 - (b) keep such garbage receptacle in a clean and dry condition and adequately covered on:
 - (i) its Lot; or

- (ii) a part of the Common Property designated by the Body Corporate for such purpose; and
- (c) not deposit any garbage or other materials in a garbage receptacle designated for another Lot.
- (d) comply with any local authority by-laws or local laws about the disposal of garbage that apply to the Scheme;
- (e) keep their Lot free of pests and vermin;
- (f) not, in disposing of garbage, adversely affect the health, hygiene or comfort of other Owners or Occupiers;
- (g) not leave bulky items or furniture (including white goods) in the designated garbage receptacles, but must dispose of these items in a suitable place outside the Scheme land;
- (h) not cause damage to the garbage receptacles;
- (i) not overfill the garbage receptacles; and
- (j) not allow rubbish to become stuck to the garbage receptacles or liquids to run in the garbage receptacles.

25. Dangerous Substances

- 25.1 An Owner or Occupier must not, without the Body Corporate's written approval, store a flammable or dangerous item or substance on a Lot unless the item or substance is:
- (a) used or intended to be used for domestic purposes; or
 - (b) fuel stored within a fuel tank of a vehicle, boat, or internal combustion engine in which the fuel is stored under the requirements of any law regulating the storage of flammable materials.

26. Removals

- 26.1 An Owner or Occupier shall not move any furniture into or out of a Lot without:
- (a) reasonable notice being given to the Body Corporate (having regard to matters including, but not limited to, the amount and size of furniture to be moved); and
 - (b) taking adequate measures to prevent damage to the Common Property and any other Lot in the Scheme.

27. No interference

- 27.1 An Owner or Occupier must not, without the written approval of the Body Corporate:
- (a) interfere with, hinder, harass or otherwise obstruct contractors or employees engaged by the Body Corporate; or
 - (b) give instructions to contractors or employees on the Scheme Land engaged by the Body Corporate.

28. Interference with Support, Shelter, Utility Infrastructure

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

29. Health and Safety

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

30. Social Functions

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

31. Use of Lots

- 31.1 Without the approval of the Body Corporate, an Owner or Occupier may not use their Lot for anything other than:
- (a) residential purposes; or
 - (b) a home office that does not compete with the Caretaking Service Contractor; or
 - (c) if the Owner or Occupier is a Caretaking Service Contractor, for:
 - (i) the purposes of management of the Scheme;
 - (ii) the letting or sales of Lots in the Scheme on behalf of the Owners and the rendering of such other services to Owners and Occupiers; and
 - (iii) the letting and sales of Lots outside the Scheme and the rendering of such other services.

31.2 An Owner or Occupier of a Lot shall not use, or permit the use of, their Lot for any purpose which may be illegal, immoral or bring the Scheme into disrepute.

32. Letterbox

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

33. Pool

33.1 Owners, Occupiers and their Visitors may use the pool, subject to compliance with the following conditions:

- (a) the use must not cause damage to the Scheme Land or Body Corporate assets;
- (b) the use must not cause a nuisance or hazard or interfere unreasonably with the use or enjoyment of another Lot or the Common Property (through noise or otherwise);
- (c) the use must not interfere with the maintenance or upkeep of the pool or the surrounding areas;
- (d) a person using the pool must be supervised if their conduct and capability reasonably requires them to be supervised (as an example without limitation, a person who is not a confident swimmer must be supervised if they are not able to stand when using the pool);
- (e) the pool and pool area must be left clean and tidy after use; and
- (f) glass must not be brought into the area.

33.2 Owners and Occupiers may not exclusively use the pool seating area on the Common Property without approval by the Body Corporate.

34. Security

34.1 An Owner or Occupier of a Lot must not, without the written approval of the Body Corporate:

- (a) interfere or tamper with a Security Access Device;
- (b) copy a Security Access Device;
- (c) give a Security Access Device to a person other than an Owner, Occupier or Visitor; or
- (d) use a Security Access Device to access a Lot or Common Property that they are not authorised to access.

SCHEDULE D	OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED
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Not Applicable.

SCHEDULE E	DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY
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Not Applicable.



CERTIFICATE OF COMPLETION

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