

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 02/03/2026

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

VILLA YARALLA

CTS No. 37370

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: **Debbie Brauer**

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

Phone: **1300 551 019**

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

Accessing records

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

The body corporate manager named above.

Property and community titles scheme details

Lot and plan details

Lot number: **4**

Plan type and number: **203824**

Plan of subdivision: **BUILDING FORMAT PLAN**

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

Regulation module

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

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

The regulation module that applies to this scheme is the:

Standard

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

Layered arrangements of community titles schemes

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

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

No

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

Building management statement

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

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

No

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

By-laws and exclusive use areas

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

What by-laws apply?

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

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

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

General by-laws

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

Exclusive use areas

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

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

Yes

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

given with this certificate and listed below

Date of Resolution	Lot	Description	Conditions
31/08/07	1	Area '1A' onPlan No. C880-02-B	Per CMS
31/08/07	2	Area '2A' onPlan No. C880-02-B	Per CMS
31/08/07	3	Area '3A' onPlan No. C880-02-B	Per CMS
31/08/07	4	Area '4A' onPlan No. C880-02-B	Per CMS
31/08/07	9	Area '9A' onPlan No. C880-02-B	Per CMS

Lot entitlements and financial information

Lot entitlements

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

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

Contribution schedule

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

Total contribution schedule lot entitlements for all lots: **10**

Interest schedule

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

Total interest schedule lot entitlements for all lots: **10**

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 **4** for the current financial year: \$ **2,400.00**

Number of instalments: **2** (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
01/10/25 to 31/03/26	01/10/25	1,300.00	1,300.00	19/08/25
01/04/26 to 30/09/26	01/04/26	1,100.00	1,100.00	23/02/26
01/10/26****31/03/27	01/10/26	1,200.00	1,200.00	
Amount overdue				(\$1,100.00)
Amount Unpaid including amounts billed not yet due				Nil

Sinking fund contributions

Total amount of contributions (before any discount) for lot **4** for the current financial year: \$ **2,000.00**

Number of instalments: **2** (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
01/10/25 to 31/03/26	01/10/25	956.00	956.00	19/08/25
01/04/26 to 30/09/26	01/04/26	1,044.00	1,044.00	23/02/26
01/10/26****31/03/27	01/10/26	1,000.00	1,000.00	
Amount overdue				(\$1,044.00)
Amount Unpaid including amounts billed not yet due				Nil

Special contributions - Administrative Fund (IF ANY)

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

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

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

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

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

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

Special contributions - Sinking Fund (IF ANY)

Date determined: (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
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Amount overdue	Nil
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Amount Unpaid including amounts billed not yet due	Nil
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Other amounts payable by the lot owner

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

Summary of amounts due but not paid by the current owner

At the date of this certificate

Annual contributions	(\$2,144.00)
Special contributions	Nil
Other contributions	Nil
Other payments	Nil
Penalties	Nil
Total amount overdue	(\$2,144.00)

(Total Amount Unpaid including not yet due \$0.00)

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

Common property and assets

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

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

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

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

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

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

Yes - you can obtain a copy from the body corporate records - last sinking fund report: 15/02/23

Current sinking fund balance (as at date of certificate): \$ 81,309.97

Improvements to common property the lot owner is responsible for

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

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

Date	Description	Conditions
23/11/11	6 Solar panels installed on lot 7 roof (North face) in 2012.	Per original res 23/11/11
23/11/11	Approval to all owners to install solar on roof above their unit with roof space divided equally between upper & lower owners	Per resolution
07/02/08	Approval for installation of pay tv dish & infrastructure	Per resolution
07/02/08	Approval to install split system air conditioners with all parts situated on the lot	Per resolution

Body corporate assets

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

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

Insurance

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

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

Body corporate insurance policies

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

TYPE/COMPANY	POLICY NO.	SUM INSURED	PREMIUM	DUE DATE	EXCESS
BUILDING LONGITUDE INSURANCE	LNG-STR-20043452	7,830,665.00	14,664.77	03/09/26	\$2,000 all claims & as per policy
PUBLIC LIABILITY LONGITUDE INSURANCE	LNG-STR-20043452	50,000,000.00	Included	03/09/26	
COMMON CONTENTS LONGITUDE INSURANCE	LNG-STR-20043452	78,306.00	Included	03/09/26	
LOSS OF RENT LONGITUDE INSURANCE	LNG-STR-20043452	1,174,600.00	Included	03/09/26	
FIDELITY GUARANTEE LONGITUDE INSURANCE	LNG-STR-20043452	100,000.00	Included	03/09/26	
VOLUNTARY WORKERS LONGITUDE INSURANCE	LNG-STR-20043452	200,000.00	Included	03/09/26	
OFFICE BEARERS LONGITUDE INSURANCE	LNG-STR-20043452	5,000,000.00	Included	03/09/26	
CATASTROPHE LONGITUDE INSURANCE	LNG-STR-20043452	2,349,200.00	Included	03/09/26	
GOVERNMENT AUDIT COS LONGITUDE INSURANCE	LNG-STR-20043452	30,000.00	Included	03/09/26	
WH&S APPEAL EXPENSES LONGITUDE INSURANCE	LNG-STR-20043452	150,000.00	Included	03/09/26	
LEGAL EXPENSES LONGITUDE INSURANCE	LNG-STR-20043452	50,000.00	Included	03/09/26	\$1,000 all claims + 10% contribution
LOT OWNERS IMPROVEME LONGITUDE INSURANCE	LNG-STR-20043452	300,000.00	Included	03/09/26	
FLOOD LONGITUDE INSURANCE	LNG-STR-20043452	Insured	Included	03/09/26	\$2,000 all claims
FLOATING FLOORS LONGITUDE INSURANCE	LNG-STR-20043452	Insured	Included	03/09/26	
COMMISSION LONGITUDE INSURANCE	LNG-STR-20043452	1,659.16	Included	03/09/26	

Alternative insurance

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

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

No

Lot owner and occupier insurance

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

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

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

Contracts and authorisations

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

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

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

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

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

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

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

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

No

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

No

Embedded network electricity supply

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

No

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

Body corporate authority

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

Name/s Capitol Strata Mgmt (Bris) P/L

Positions/s held Body Corporate Manager

Date 02/03/2026

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

VILLA YARALLA CTS 37370

50 Pilba Street Chermside Qld 4032

BALANCE SHEET

AS AT 02 MARCH 2026

	ACTUAL 02/03/2026	ACTUAL 30/09/2025
<u>OWNERS FUNDS</u>		
Administrative Fund	14,067.79	21,104.12
Sinking Fund	81,309.97	75,824.45
<u>TOTAL</u>	<u>\$ 95,377.76</u>	<u>\$ 96,928.57</u>
 <u>THESE FUNDS ARE REPRESENTED BY</u>		
 <u>CURRENT ASSETS</u>		
Cash At Bank	42,585.16	57,398.34
Term Deposit Macquarie	56,397.31	55,847.33
Other Arrears	153.20	0.00
<u>TOTAL ASSETS</u>	<u>99,135.67</u>	<u>113,245.67</u>
 <u>LIABILITIES</u>		
Payg Clearing Account	0.00	150.00
Creditors	(530.09)	(147.20)
Accruals	0.00	522.30
Levies In Advance	4,288.00	15,792.00
<u>TOTAL LIABILITIES</u>	<u>3,757.91</u>	<u>16,317.10</u>
 <u>NET ASSETS</u>	 <u>\$ 95,377.76</u>	 <u>\$ 96,928.57</u>

VILLA YARALLA CTS 37370

50 Pilba Street Chermside Qld 4032

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 OCTOBER 2025 TO 02 MARCH 2026

	ACTUAL	BUDGET	ACTUAL
	01/10/25-02/03/26	01/10/25-30/09/26	01/10/24-30/09/25
<u>ADMINISTRATIVE FUND</u>			
<u>INCOME</u>			
Levies - Administrative Fund	13,000.00	24,000.00	26,300.00
Interest On Overdue Levies	56.40	0.00	0.00
<u>TOTAL ADMIN. FUND INCOME</u>	13,056.40	24,000.00	26,300.00
<u>EXPENDITURE - ADMIN. FUND</u>			
Bank Charges (Gst Incl)	4.75	20.00	18.85
Community Power	(83.40)	800.00	827.99
Community Power - Gov. Rebate	(75.00)	0.00	(1,212.50)
Fire Protection	0.00	379.00	379.00
Income Tax Returns	324.50	324.50	324.50
Insurance	14,142.47	14,664.77	522.30
R & M - Building General	0.00	700.00	623.89
R & M - Plumbing	0.00	200.00	0.00
R & M - Grounds Contractor	3,745.00	4,700.00	4,666.21
R & M - Electrical	0.00	200.00	0.00
Management Fees	794.73	1,940.00	1,845.77
Management Fees Additional Svc	474.37	1,500.00	1,498.90
Maintenance Co-Ordination	0.00	300.00	0.00
Pest Control	0.00	920.00	828.00
Disbursements	206.70	700.00	679.27
Stratamax License Fee	36.69	90.00	88.08
Fixed Disbursements	360.00	875.00	835.43
Water Rates	161.92	400.00	386.11
Workplace Health & Safety	0.00	334.00	334.00
<u>TOTAL ADMIN. EXPENDITURE</u>	20,092.73	29,047.27	12,645.80
<u>SURPLUS / DEFICIT</u>	\$ (7,036.33)	\$ (5,047.27)	\$ 13,654.20
Opening Admin. Balance	21,104.12	21,104.12	7,449.92
<u>ADMINISTRATIVE FUND BALANCE</u>	\$ 14,067.79	\$ 16,056.85	\$ 21,104.12

VILLA YARALLA CTS 37370

50 Pilba Street Chermside Qld 4032

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 OCTOBER 2025 TO 02 MARCH 2026

	ACTUAL	BUDGET	ACTUAL
	01/10/25-02/03/26	01/10/25-30/09/26	01/10/24-30/09/25
<u>SINKING FUND</u>			
<u>INCOME</u>			
Levies - Sinking Fund	9,560.00	20,000.00	17,700.00
Interest Received	549.98	0.00	2,437.46
<u>TOTAL SINKING FUND INCOME</u>	10,109.98	20,000.00	20,137.46
<u>EXPENDITURE - SINKING FUND</u>			
Fire Equipment	0.00	0.00	440.55
Income Tax	419.10	500.00	522.00
Maintenance	1,810.00	0.00	458.00
Maintenance - Garden & Grounds	99.36	0.00	0.00
Maintenance - Fences & Gates	1,840.00	16,057.25	0.00
Installment Tax	456.00	0.00	150.00
<u>TOTAL SINK. FUND EXPENDITURE</u>	4,624.46	16,557.25	1,570.55
<u>SURPLUS / DEFICIT</u>	\$ 5,485.52	\$ 3,442.75	\$ 18,566.91
Opening Sinking Fund Balance	75,824.45	75,824.45	57,257.54
<u>SINKING FUND BALANCE</u>	\$ 81,309.97	\$ 79,267.20	\$ 75,824.45



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PO Box 326, Alderley QLD 4051 | 1300 55 10 19
ABN 95 606 973 773

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VILLA YARALLA CTS 37370

50 Pilba Street
Chermside Qld 4032

CREDITORS BALANCE REPORT

02 March 2026

<u>Account No</u>	<u>Name</u>	<u>Amount</u>
08200083	Origin - 130112	530.09
Total		530.09

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Search Date: 04/03/2026 08:07

Request No: 55271154

SCHEME NAME

VILLA YARALLA COMMUNITY TITLES SCHEME 37370

BODY CORPORATE ADDRESS

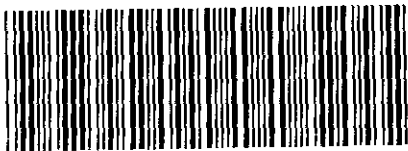
CAPITOL BODY CORPORATE ADMINISTRATION
PO BOX 326
ALDERLEY QLD
4051

COMMUNITY MANAGEMENT STATEMENT No: 37370

Title	Lot	Plan	Title	Lot	Plan
50688317	CP	SP 203824	50688318	1	SP 203824
50688319	2	SP 203824	50688320	3	SP 203824
50688321	4	SP 203824	50688322	5	SP 203824
50688323	6	SP 203824	50688324	7	SP 203824
50688325	8	SP 203824	50688326	9	SP 203824
50688327	10	SP 203824			

COMMUNITY MANAGEMENT STATEMENT Dealing No: 710956672

** End of Community Titles Scheme Search **



710956672

\$115.00

31/08/2007 15:32

BE 460

**1. Nature of request**REQUEST TO RECORD FIRST COMMUNITY
MANAGEMENT STATEMENT FOR VILLA YARALLA
COMMUNITY TITLES SCHEME**Lodger** (Name, address, E-mail & phone number)Bennett & Philp, Solicitors
Level 16, 15 Adelaide Street
Brisbane Qld 4000
enquiries@bennettphilp.com.au
Ph: 07 3001 2999**Lodger
Code**

98

2. Lot on Plan Description**County****Parish****Title Reference**

LOT 68 ON RP 67189

STANLEY

KEDRON

14409076

LOT 69 ON RP 67189

STANLEY

KEDRON

14436021

LOT 70 ON RP 67189

STANLEY

KEDRON

16769077

LOT 71 ON RP 67189

STANLEY

KEDRON

18192165

3. Registered Proprietor/State Lessee

KEDRON-WAVELL SERVICES CLUB INC.

4. Interest

NOT APPLICABLE

5. Applicant

KEDRON-WAVELL SERVICES CLUB INC.

6. Request

I hereby request that: the first CMS deposited here with be recorded as the CMS for Villa Yaralla Community Titles Scheme and that Capitol Body Corporate Administration, 52 Playfield Street, Chermside QLD 4032 be recorded as address for service on the body corporate for the scheme

7. Execution by applicant31,08,07
Execution Date
Applicant's or Solicitor's Signature

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

KELLIE MAY KEENAN
SOLICITOR

37370

This statement incorporates and must include the following:

LODGED WITHIN THREE (3) MONTHS OF THE DATE OF CONSENT BY THE BODY CORPORATE

Office use only
CMS LABEL NUMBER

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

1. Name of community titles scheme	2. Regulation module		
Villa Yaralla Community Titles Scheme	Standard		
3. Name of body corporate			
Body Corporate for Villa Yaralla Community Titles Scheme			
4. Scheme land			
Lot on Plan Description	County	Parish	Title Reference
Common Property for Villa Yaralla Community Titles Scheme	Stanley	Kedron	
Lots 1-10 on SP ¹⁰ (plan no) _{203824 BHP}	Stanley ^{BP}	Kedron ^{BP}	
5. Name and address of original owner #	6. Reference to plan lodged with this statement		
Kedron-Wavell Services Club Inc PO Box 107 CHERMSIDE QLD 4032	203824 BHP SP (plan no)		

RECEIVED ON
 20 AUG 2007
 BY DEVELOPMENT ASSESSMENT
 CUSTOMER SERVICE UNIT

7. Local Government community management statement notation

..... T Whitlaw signed

TRUDY WHITLAW SENIOR TOWN PLANNER name and designation

..... BRISBANE CITY COUNCIL name of Local Government

8. Execution by original owner/Consent of body corporate

Execution Date

31712007

[Signature] President
 BHP
 *Execution
 [Signature] Treasurer

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

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

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

Lot on Plan ^{BA}	Contribution	Interest
1 on SP 203824	1	1
2 on SP 203824	1	1
3 on SP 203824	1	1
4 on SP 203824	1	1
5 on SP 203824	1	1
6 on SP 203824	1	1
7 on SP 203824	1	1
8 on SP 203824	1	1
9 on SP 203824	1	1
10 on SP 203824	1	1
	10	10

The contribution schedule lot entitlements for the scheme are equal.

1. Structure of the Scheme

The community titles scheme is a scheme in a community titles scheme. The common property facilities (for example: swimming pool, major thoroughfares/corridors and landscaping) are part of the community titles scheme.

2. Nature features and characteristics of the lots in the scheme

All of the lots are used for residential purposes and are part of a building on a building format plan. The body corporate is responsible for the repair and maintenance of common property within the scheme. This includes the common foyer, lift, lift well, external walls and windows of the building, roof, utility infrastructure and utility services.

3. The purpose for which the lots are used

Each of the lots in the scheme are used for residential purposes.

SCHEDULE B - EXPLANATION OF THE DEVELOPMENT OF THE SCHEME LAND - Not applicable ^{BAF}

SCHEDULE C BY-LAWS

The By-laws in Schedule 2 of the Act will not apply to the scheme and the following By-laws will apply.

1. INTERPRETATION

- 1.1 Headings throughout these By-laws are for guidance only and are not to be used as an aid in the interpretation of these By-laws.
- 1.2 Plurals include the singular and singular the plural.
- 1.3 References to either gender shall include a reference to the other gender.
- 1.4 Reference to the whole includes any part of the whole.
- 1.5 Throughout these By-laws, the following terms will, where the context so admits, have the meanings ascribed to them.

"Act" means the *Body Corporate and Community Management Act 1997* and the Regulation Module applying to the Scheme;

"approval" means the development approval issued by Brisbane City Council.

"Body Corporate" means the Body Corporate established upon the registration of the Community Titles Scheme.

"By-laws" means these By-laws or any specified part of them.

"Caretaker" means the person engaged from time to time by the Body Corporate to perform certain caretaking and related duties on behalf of the Body Corporate.

"Common Property" means the common property referred to in the Community Titles Scheme.

"Committee" means the Committee of the Body Corporate appointed pursuant to the Act.

"Committee's Representative" means a member of the Committee appointed from time to time for the purpose of representing the Committee.

"Community Titles Scheme" means Villa Yaralla.

"designated visitor parking" means those car spaces designated on Drawing no. BT05031DA-02 or such other areas designated as visitor parking by the Body Corporate, forming part of the common property of Villa Yaralla for the sole use by visitors to the Scheme Land.

"Lot" or "Lots" means a lot in the Community Titles Scheme.

"Manager" means the person or corporation appointed by the Body Corporate from time to time as caretaker to, amongst other things, keep the Common Property in good order.

"Original Owner" has the meaning ascribed to it in section 13 of the Act (and includes any mortgagee of the Original Owner).

"Scheme Land" means all the land contained in the Community Titles Scheme.

"Person" included a company.

"Secretary" means the Secretary of the Body Corporate.

2. USE OF THE LOT

2.1 Each Lot will be used for residential purposes only.

3. APPEARANCE OF THE LOT

3.1 No structural alterations shall be made to any Lot (including any alteration to gas, water or electrical installations or work for the purpose of enclosing in any manner whatsoever the balcony (if any) of any Lot including the installation of any air conditioning system) without the prior written consent of the Body Corporate or Committee and in accordance with the approval.

3.2 The owner or occupier of a Lot shall not, except with the written consent of the Body Corporate, make a change in the external appearance of the Lot or the Common Property nor cause to be constructed or placed upon any part of the Lot which can be viewed from outside the Lot any materials or items without the prior written consent of the Committee.

3.3 An owner or occupier of a Lot shall not, except with the written consent of the Body Corporate, hang any washing, towels, bedding, clothing or other article or display any sign, advertisement, placard, banner, pamphlet or like matter on any part of their Lot or the Common Property in such a way as to be visible from outside the building.

3.4 The Manager is permitted to display reasonable signs or notices on the Scheme Land offering for sale or lease any Lot but signs or notices must not detract from the overall appearance of the development.

3.5 ~~All balconies and terraces shown on the approved drawings and documents attached to the approval are to remain unenclosed with no shutters, glazing, louvres or similar permanent structures other than those consistent with the relevant Brisbane City Plan 2000 Residential Code and clearly depicted on the approved drawings attached to the approval.~~
Any street elevation on balconies is to remain unenclosed with no shutters, glazing, louvres or similar permanent structures to be applied at any stage. BCP

3.6 Where a balcony is exposed and unshaded an owner or occupier may with the consent of the Body Corporate or Committee cause to be erected a shade sail to cover the balcony. The owner or occupier must prior to obtaining the consent of the Body Corporate or Committee provide to the Body Corporate or Committee all information regarding the erection of such shade sail including but not limited to its height, width, materials to be used, colour and such other information as the Body

Corporate or Committee shall reasonable require. The consent of the Body Corporate or Committee shall not be unreasonably withheld.

- 3.7 Subject to By-law 3.1 any externally mounted air-conditioning or mechanical plant installation must be screened if it could be visible from surrounding sites and any installations located on roof, wall or garden areas are to be appropriately screened or shaped according to the acoustic requirements of the approval and so as to integrate in a complementary manner with the overall design of the roof, wall or garden area in which the installation is to be located.

4. WINDOWS

- 4.1 The windows of the Lot will be kept clean and promptly replaced with fresh glass of the same kind, colour and weight as prior to its replacement if broken or cracked.
- 4.2 Subject to By-law 4.3, no window will be covered with aluminium foil or similar reflective material or tinted and no shutters, awnings or other window cover shall be affixed externally to any building or visible from the exterior of the building.
- 4.3 Security screens may be installed over windows with the prior written consent of the Committee as to the type, quality, colour and style of security screen. Such consent may be withheld in the absolute discretion of the Committee.
- 4.4 An owner must not hang curtains visible from outside the Lot unless those curtains have a white backing, or unless such colour and design have been approved by the Committee.
- 4.5 An owner must not install, renovate and/or replace a curtain backing without having the colour and design of same approved by the Committee. In giving such approvals, the Committee must ensure, so far as practicable, that the curtain backing used in all Lots have colours sympathetic to the tones and improvements on the Scheme Land and present an aesthetic appearance when viewed from the Common Property or any other Lot.

5. KEEPING OF ANIMALS

- 5.1 The occupier or owner of a Lot must not, without the written approval of the Body Corporate, bring or keep any animals on the Lot or the Common Property or permit an invitee to bring or keep an animal on the Lot or the Common Property. The approval of the Committee may be refused or granted with or without reasonable conditions.
- 5.2 Note that section 181 of the Act provides as follows:
- (1) A person mentioned in the *Guide Dogs Act 1972*, section 181, who has the right be on a lot included in a community titles scheme, or on the common property, has the right to be accompanied by a guide dog while on the lot or common property.
 - (2) A person mentioned in subsection (1) who is the owner or occupier of a lot included in a community titles scheme has the right to keep a guide dog on the lot.
 - (3) A By-law cannot exclude a right given by this section.

6. SECURITY

- 6.1 All doors and windows to any Lot shall be securely fastened on all occasions when the Lot is left unoccupied and the Committee reserves the right to enter and fasten the same if left insecurely fastened.
- 6.2 If the Committee of the Body Corporate in the exercise of any of its powers under these By-laws restricts the access of proprietors or occupiers in any part of the Common Property by means of any lock or similar security device it may make such number of keys or operating systems as it determines available to proprietors free of charge and thereafter may at its discretion make additional numbers thereof available to proprietors free of charge and thereafter may at its discretion make additional numbers thereof available to proprietors upon payment of such a reasonable charge as may be determined from time to time by the Committee.
- 6.3 A proprietor of a Lot to whom a key or operating system is given pursuant to these By-laws shall exercise a high degree of caution and responsibility in making the same available for use by any

occupier of a Lot and shall take reasonable precautions to ensure return thereof to the proprietor of the Body Corporate upon the occupier ceasing to be an occupier.

6.4 A proprietor or occupier of a Lot into whose possession any key or operating system referred to in these By-laws has come shall not without the prior written approval of the Body Corporate duplicate the same or cause or permit the same to be duplicated.

6.5 A proprietor or occupier of a Lot who is issued with a key or operating system referred to in these By-laws shall immediately notify the Body Corporate if same is lost or misplaced.

7. NUISANCE

7.1 No noxious or offensive trade or activity shall be carried out upon the Scheme Land or in any Lot including anything which may interfere with the peaceful enjoyment of the owners and occupiers of other Lots or any other person lawfully using the Common Property including but not limited to the foregoing:

- (i) loud noise, noxious odours, exterior speakers, horns, whistles, bells or other sound devices (excluding security or warning devices used for such purposes), large power equipment or tools.
- (ii) All musical instruments, wireless, radiograms, television sets, stereos and the like shall be controlled so that the sound arising from them is reasonable and will not cause annoyance to other proprietors and occupiers of Lots on the Scheme Land.

8. VEHICLES

8.1 The occupier of a lot must not; without the Body Corporate's written approval:-

- (i) park a vehicle, or allow a vehicle to stand, on the Common Property; or
- (ii) permit an invitee to park a vehicle, or allow a vehicle to stand, on the Common Property, except for the designated visitor parking which must remain at all times available at all times for the sole use of visitors vehicles.

8.2 *An approval under 8.1 must state the period for which it is given, with the exception of designated visitor parking.*
~~The designated visitor car parks shall be those car parks identified on Drawing No. BT05031DA-02 or such other areas designated as visitor parking by the Body Corporate, forming part of the Common Property of Villa Yaralla.~~

8.3 *However the Body Corporate may cancel the approval by giving 7 days written notice to the occupier, with the exception of designated visitor parking.*

9. OBSTRUCTION

9.1 An owner or occupier of a Lot shall not obstruct lawful use of Common Property by any person.

10. DAMAGE TO LAWNS ETC.

10.1 A owner or occupier of a Lot shall not:

- (i) damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon the Common Property; or
- (ii) use for their own purposes as a garden any portion of the Common Property without the written approval of the Body Corporate.

11. DAMAGE TO COMMON PROPERTY AND ASSETS

11.1 A owner or occupier of a Lot shall not mark, paint, drive nails or screws or other objects into, or otherwise damage or deface, a structure that forms part of the Common Property.

12. DEPOSIT RUBBISH ETC ON COMMON PROPERTY

12.1 An owner or occupier of a Lot shall not:

- (i) deposit or throw upon the Common Property any rubbish, dirt, or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using the Common Property; or
- (ii) throw or allow to fall or permit or cause to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of any window, door, skylight or balcony (if any) of the Lot.

13. GARBAGE DISPOSAL

- 13.1 Unless the Body Corporate provides some other way of garbage disposal, the owner or occupier of a Lot must keep a receptacle for garbage in a clean and dry condition and adequately covered on the Lot, or on a part of the Common Property designated by the Body Corporate for the purpose.
- 13.2 The owner or occupier of a Lot must comply with all local government laws about disposal of garbage and ensure that the occupier does not, in disposing of garbage, adversely affect the health, hygiene or comfort of the occupiers of other Lots.

14. CARRIAGE OF GOODS IN LIFTS

- 14.1 The owner or occupier of a Lot shall not convey nor allow the carriage of goods in the lift such as large furniture, push bikes or any other object likely to damage or dirty the interior of the lift without the prior written permission of the Body Corporate.
- 14.2 The Committee may, by majority resolution, make rules and regulations restricting or forbidding the carriage of goods in the building lift.

15. STORAGE OF FLAMMABLE MATERIALS

- 15.1 An owner or occupier of a Lot shall not, except with the written consent of the Body Corporate, use or store upon their Lot or upon the Common Property any flammable chemical, liquid or gas or other flammable material, other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes.
- 15.2 This By-law does not apply to the storage of fuel in a motor vehicle or internal combustion engine.

16. NOTIFICATION OF ACCIDENTS

- 17.1 An owner or occupier of a Lot must give to the Committee prompt notice of any accident to or defect in any water pipes, gas pipes, electric installations or fixtures which comes to their knowledge. The Committee will make such repairs or renovations as it may deem necessary for the safety and preservation of any Lot or any buildings on the Scheme Land.

17. INSPECTION OF LOTS

- 17.1 The Committee and its servants, agents and contractors may upon twenty four (24) hours notice in writing enter upon a Lot for the following purposes:
 - (i) test any electrical, gas or water installation or equipment thereon;
 - (ii) to trace and repair any leakage or defect in the said installations or equipment at the expense of the owner or occupier of the Lot concerned.
- 17.2 The Committee in exercising this power will ensure that its servants, agents and employees cause as little inconvenience to the owner or occupier as is reasonable in the circumstances.

18. POWER OF BODY CORPORATE TO ENTER AGREEMENTS

- 18.1 The Body Corporate shall have the power by ordinary resolution at an annual general meeting or extraordinary general meeting of its members convened in accordance with the provisions of the Act to appoint a manager and caretaker and grant to the manager or caretaker certain exclusive rights for the purposes of management and caretaking of the parcel and to restrict the rights of other lots owners in respect of management and caretaking and enter into agreements:
 - (i) for the purchase of electricity;
 - (ii) for the maintenance if any security systems on or crossing the Common Property;
 - (iii) for the purpose of management and caretaking of the parcel and the building;such agreements to be in a form acceptable to the Body Corporate.

19. MISCELLANEOUS

Recovery of Legal Costs

19.1 If the Body Corporate takes legal action to recover levies then the person or company against whom the legal action is taken must pay the Body's Corporate legal costs and expenses on a solicitor and own client basis.

Recovery of monies spent by Body Corporate

19.2 Where an owner, occupier, employee, agent, spouse or child cause damage through a breach of these By-laws and the Body Corporate spends money to make good that damage then the owner must indemnify the Body Corporate for the amount spent.

19.3 This obligation applies to amounts that are payable by the Body Corporate but have not been paid.

Recovery of cost of false alarms

19.4 Where an owner, occupier, employee, agent, spouse or child causes the security system or the fire alarm system to signal a false alarm and the Body Corporate incurs expense in answering that alarm the owner must indemnify the Body Corporate for the amount spent.

19.5 This By-law applies to amounts that are payable by the Body Corporate but have not been paid.

19.6 This By-law does not apply to false alarms caused by faults in the security or fire alarm system.

Pay Television

19.7 The Body Corporate may allow a pay television supplier to install equipment on the Common Property and connect that equipment to any common electricity supply to provide for pay television connections to Lots and the Body Corporate may enter into an agreement for that purpose.

20. EXCLUSIVE USE

20.1 The Original Owner may allocate the exclusive use of part of the common property ("Area") to the Lots nominated in writing from the Original Owner to the Body Corporate.

20.2 The owners of such Lots:

- (i) together with people authorised by them are entitled to only use the Area for the purposes as nominated;
- (ii) subject to 20.3, 20.4 and 20.5, must at their own expense keep the Area clean and tidy;
- (iii) subject to 20.3, 20.4 and 20.5, are responsible for the maintenance and operating costs of the Area;
- (iv) must, when air conditioning plant and equipment is within the Area, allow access to the Area by all persons so that the air conditioning plant and equipment can be maintained, repaired, checked, replaced and generally kept in good repair and condition and in working order. If the Area is secured by locked doors or similar structure, the owner of the Lot having the benefit of exclusive use of the Area must give the Caretaker keys, access codes, remote controls or other devices so that the Area can be accessed at all times.

20.3 Where the Area may be used as a courtyard the Body Corporate and those authorised by it are entitled to enter upon the Area to mow, fertilise and otherwise attend to any maintenance of lawns and gardens in the Area. The owner must pay on demand to the Body Corporate the costs incurred in carrying out such activities including any administrative costs incurred or charged to the Body Corporate in collecting such costs.

20.4 Where the Area may be used as internal building access:

- (i) the Body Corporate must arrange for the maintenance of the Area (including the costs of maintenance, operation, repair and replacement of the lifts and any other plant and equipment located within the Area). Such costs include the expenses incurred or charged to the Body Corporate in establishing separate accounts to hold funds received under this By-law and the expenses of collecting the payments due under this By-law from Lot owners. All such costs and expenses must be shared between the owners of the Lots to which the exclusive use attaches on the basis of the proportion the Lot entitlement of their Lot bears to the lot entitlements of all lots from time to time having the benefit of the Area. The costs must be paid by the relevant owners when demanded by the Body Corporate.

- (ii) The Body Corporate is authorised, but not obliged to open, maintain and operate separate bank or similar accounts to hold and disburse money collected under this By-law.

20.5 Where the Area may be used for Car Park Access

- (i) the Body Corporate is responsible for keeping the Area clean and tidy;
- (ii) the Lot owners to which the exclusive use attaches will be entitled to keys, access codes, remote controls or similar devices ("keys") so that only they, together with other who require similar access, can gain access by vehicle to the relevant car space allocated to their Lot. Each Lot owner will be entitled to one (1) key per car space or such other number that the Committee decides. The Committee may require bonds or security deposits to be given for any keys issued.
- (iii) the designation "Car Park Access" means the Area may be used for access to and exit from the relevant car space with or without vehicles and motor cycles.

20.6 Where the Area may be used as car space, the area must be predominantly used for that purpose but areas within the car space suitable for storage of items can be used for such storage. The owner of a Lot to which the car space exclusive use attaches may make improvements to the car space to provide additional storage facilities provided the owner obtains the approval of the Committee which approval shall not be unreasonably withheld or delayed.

20.7 An owner of a Lot must not park any motor vehicle on the Common Property unless the exclusive use of that part of the Common Property has been allocated to the owner of the Lot for that purpose.

20.8 The grant of exclusive use and enjoyment is made subject to the relevant owner allowing the Body Corporate, the Committee and its properly appointed agents, access at all times to such Area for any proper purpose.

21. BULK SUPPLY OF UTILITIES

21.1 The body corporate may at its election supply or engage another person to supply utilities in the Scheme and in such case the following will apply:-

- (i) "Utility" means: electricity, gas, water, cable TV and the like;
- (ii) the Body Corporate has the power to enter into a contract for the purchase of reticulated utility, on the most economical basis, for the whole of the Scheme from the relevant authority;
- (iii) the Body Corporate has the power to sell reticulated Utility to each owner or occupier in the Scheme provided, however, that in respect of electricity supply, the Body Corporate's charge must not exceed the lowest available tariff to the relevant owner or occupier for supply of the electricity direct from the relevant electricity authority;
- (iv) each owner or occupier must purchase and use all Utility consumed in the owner's occupier's lot direct from the Body Corporate and must not purchase Utility from any other source;
- (v) the Body Corporate is not required to supply to any owner or occupier Utility requirements beyond those requirements which the relevant authority could supply at any particular time;
- (vi) the Body Corporate may charge for the services (including for the installation of, and the costs associated with, utility infrastructure for the services) but only to the extent necessary for reimbursing the Body Corporate for supplying the services;
- (vii) the Body Corporate may render accounts to each owner or occupier and such accounts are payable to the Body Corporate within fourteen (14) days of the delivery of such accounts;
- (viii) in respect of an account which has been rendered pursuant to these by-laws, then a owner or occupier is liable, jointly and severally with any person who was liable to pay that electricity account when that owner or occupier became the owner or occupier of that lot;
- (ix) in the event that a proper account for the supply of reticulated Utility is not paid by its due date for payment, then the body corporate is entitled to:

- (a) recover the amount of the unpaid account or accounts (whether or not a formal demand has been made) as a liquidated debt due to it in any court of competent jurisdiction; and/or
- (b) disconnect the supply of reticulated Utility to the relevant lot;
- (x) the Body Corporate is not, under any circumstances whatsoever, responsible or liable for any failure of the supply of Utility due to breakdowns, repairs, maintenance, strikes, accidents or causes of any class or description;
- (xi) the Body Corporate may, from time to time, determine a security deposit to be paid by each owner or occupier who is connected to the supply of the reticulated Utility as a guarantee against non-payment of accounts for the supply of reticulated Utility.

~~SCHEME~~

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

Statutory Easements

Pursuant to section 66(1)(d)(iii) of the *Body Corporate and Community Management Act 1997* each of the following lots and common property is subject to and has the benefit of the following easements:

Lots and CP on SP [plan]	Statutory Easement
Common Property of SP [plan] 203824 BP	Support, utility services, utility infrastructure and shelter
All lots in the Scheme as shown in Schedule A	Support, utility services, utility infrastructure and shelter

Services Location Diagram

~~With respect to Section 66(1)(d)(iii) of the *Body Corporate and Community Management Act 1997*, the building footprint extends to the boundaries of the common property of the scheme described as Villa Yaralla Community Titles Scheme except for a negligible amount (approximately 0-100mm), such that it is impracticable to prepare a Services Location Diagram for service easements outside the building footprint.~~

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

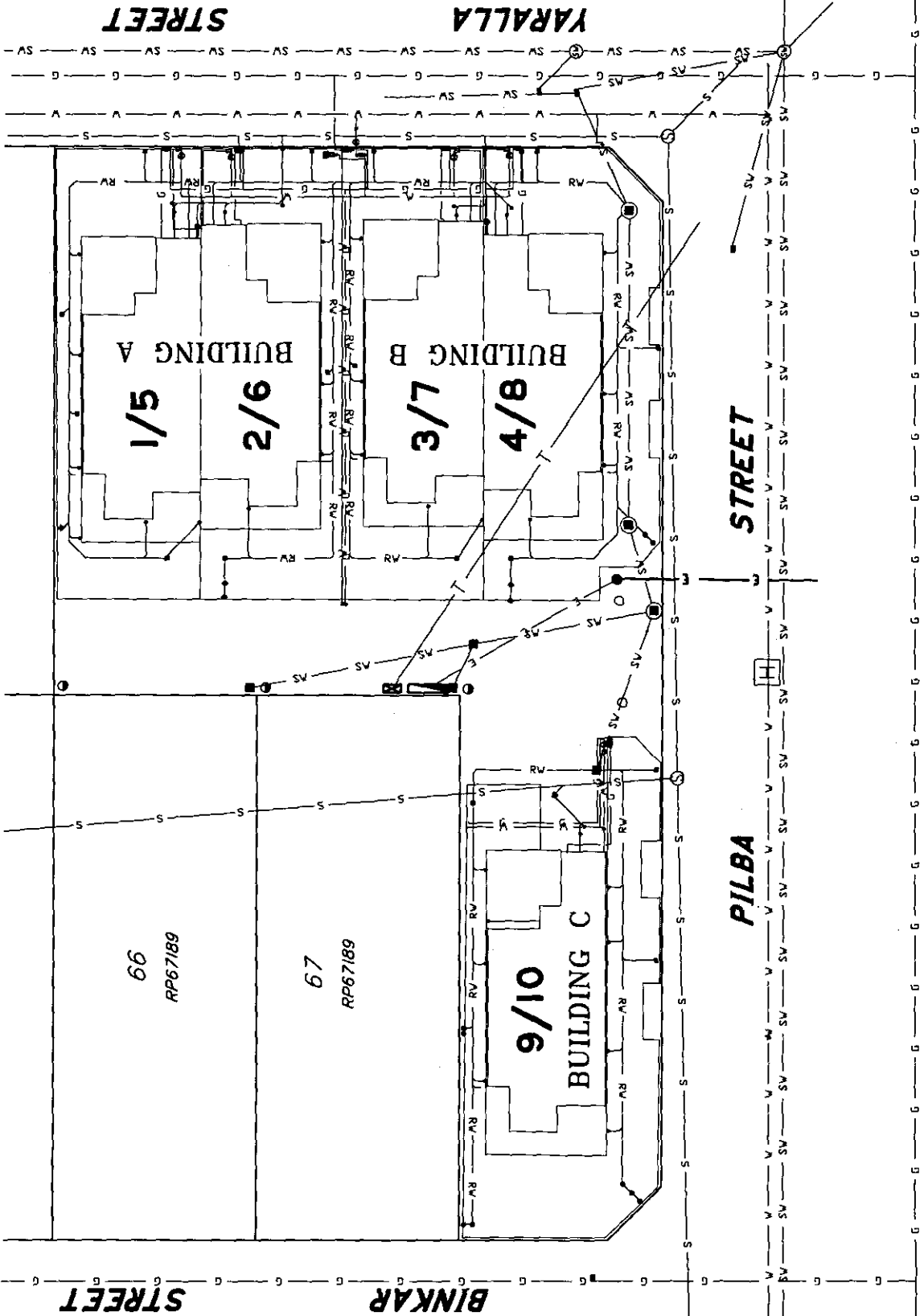
Lot	Area	Purpose
Lot 1 on SP203824	The area marked "1A" on the attached Plan No. C880-02-B BP	Yard
Lot 2 on SP203824	The area marked "2A" on the attached Plan No. C880-02-B BP	Yard
Lot 3 on SP203824	The area marked "3A" on the attached Plan No. C880-02-B BP	Yard
Lot 4 on SP203824	The area marked "4A" on the attached Plan No. C880-02-B BP	Yard
Lot 9 on SP203824	The area marked "9A" on the attached Plan No. C880-02-B BP	Yard

Lots on Plan or CP	Service Location	lots on Plan or CP	Service Location
Lot 1 on SP 203824	RW	lot 6 on SP 203824	RW
Lot 2 on SP 203824	RW	lot 7 on SP 203824	T, RW
Lot 3 on SP 203824	T, RW	lot 8 on SP 203824	T, RW
Lot 4 on SP 203824	T, RW	lot 9 on SP 203824	RW
lot 5 on SP 203824	RW	lot 10 on SP 203824	RW
CP	SW, TRW, G, S, WE		

BP

LEGEND

- Sewer Line
- U/G Telstra Line
- U/G Electricity line
- O/H Electricity line
- Rooftop Water Line
- Water Main
- Stormwater Line
- Gas Line
- Tele Pit
- Elec Pole
- Light Fitting
- Gully Trap
- Stormwater Manhole Lid
- Rooftop Water Manhole Lid
- Fire Hydrant
- IG Cap
- Sewer Manhole Lid



Services Location Diagram
10/07/07
VILLA YARALLA
YARALLA ST. CHERMSIDE

IMPORTANT NOTE
 This plan has been prepared from Drainage Water and Gas drawings prepared by BRW Enterprises Pty Ltd. & Electrical plans prepared by DMA Project Solutions PTY LTD. Service locations are indicative only. Underground Telstra cables have been placed adjacent to underground electricity cables.

Scale 1:300 @ A3 - Lengths are in Metres.



1. Lot on Plan Description	County	Parish	Title Reference
Lot 68 on RP 67189	Stanley	Kedron	14409076
Lot 69 on RP 67189	Stanley	Kedron	14436021
Lot 70 on RP 67189	Stanley	Kedron	16769077
Lot 71 on RP 67189	Stanley	Kedron	18192165

2. Instrument/document being consented to

Instrument/document type Community Management Statement

Dated 03/07/2007

Names of parties Kedron-Wavell Services Club Inc.

3. Instrument/document under which consent required

Instrument/document type Mortgage

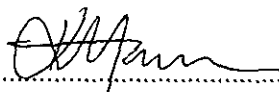
Dealing No. 710005700

Name of consenting party Westpac Banking Corporation ABN 33 007 457 141

4. Execution by consenting party

The party identified in item 3 consents to the registration of the instrument/document identified in item 2.


Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994


.....signature
KERRY HANSEN
.....full name
Commissioner for Declarations
Reg 77960
.....qualification
Witnessing Officer

(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

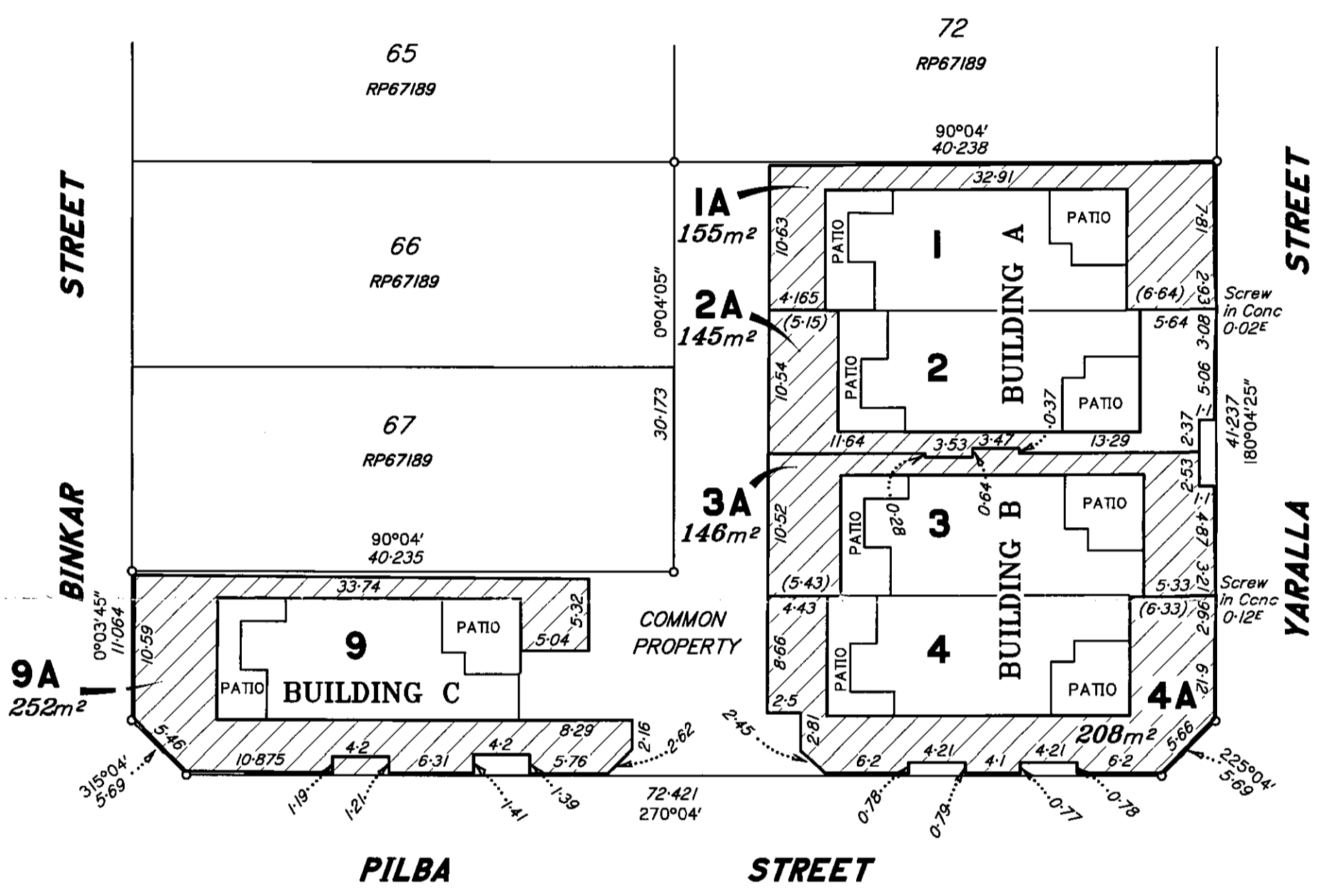
Westpac Banking Corporation ABN 33 007 457 141
by its duly constituted attorney Tier Three under
power of attorney No 704554851.

16/10/07
Execution Date


.....
Consenting Party's Signature
GREG THOMASSON

Privacy Statement

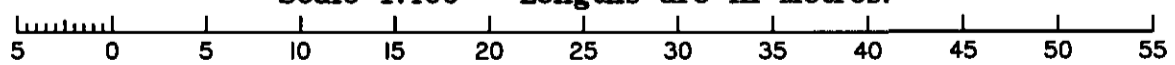
Collection of this information is authorised by the Land Title Act 1994 the Land Act 1994 and the Water Act 2000 and is used to maintain the publicly searchable registers in the land registry and the water register. For more information about privacy in NR&W, see the department's website.



I, ANTHONY WILLIAM GERAGHTY, CADASTRAL SURVEYOR,
 CERTIFY THAT THE DETAILS SHOWN ON THIS SKETCH
 PLAN ARE CORRECT.

DATE... 22-06-2007.
 CADASTRAL SURVEYOR

Scale 1:400 - Lengths are in Metres.



NOTES:
 EXCLUSIVE USE AREAS ARE DEFINED BY THE FACES OF
 BUILDING WALLS, THE EDGE OF CONCRETE PATIOS, THE
 CENTRELINE OF TIMBER FENCES AND INTERNAL FACE OF
 BLOCK WALLS, UNLESS OTHERWISE NOTED.

AREAS AND DIMENSIONS ARE SUBJECT TO SURVEY &
 REGISTRATION OF PLANS IN THE DEPARTMENT OF NATURAL
 RESOURCES & WATER.

0 50mm 100mm 150mm State copyright reserved.

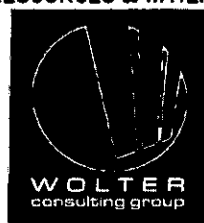
**Plan of Exclusive Use Areas of
 Common Property on SP203824
 LEVEL A**

VILLA YARALLA C.T.S.

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

Scale: **1:400**

C880-02-B



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