

# Seller disclosure statement



Queensland  
Government

Property Law Act 2023 section 99

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

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

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

## This statement does not include information about:

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

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

## Part 1 – Seller and property details

Seller

Property address

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

Lot on plan description

Community titles scheme  
or BUGTA scheme:

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

**Yes**

**No**

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

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

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

### Title details

**The seller gives or has given the buyer the following—**

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

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

<b>Registered encumbrances</b>	<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>
<b>Unregistered encumbrances (excluding statutory encumbrances)</b>	<p>There are encumbrances not registered on the title that will continue <input type="checkbox"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b> to affect the property after <b>settlement</b>.</p> <p><b>Note</b>—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 <b>NOT</b> required to be disclosed.</p> <p><b>Unregistered lease (if applicable)</b></p> <p>If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows:</p> <p>» the start and end day of the term of the lease: <input type="text" value="Insert date range"/></p> <p>» the amount of rent and bond payable: <input type="text" value="Insert amount of rent and bond"/></p> <p>» whether the lease has an option to renew: <input type="text" value="Insert option to renew information"/></p> <p><b>Other unregistered agreement in writing (if applicable)</b></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"/> <b>Yes</b></p> <p><b>Unregistered oral agreement (if applicable)</b></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>
<b>Statutory encumbrances</b>	<p>There are statutory encumbrances that affect the property. <input type="checkbox"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b></p> <p><i>If <b>Yes</b>, the details of any statutory encumbrances are as follows:</i></p> <div style="border: 1px solid black; min-height: 100px;"></div>
<b>Residential tenancy or rooming accommodation agreement</b>	<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"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b></p> <p>If <b>Yes</b>, 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><b>Note</b>—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.

<b>Zoning</b>	The zoning of the property is ( <i>Insert zoning under the planning scheme, the Economic Development Act 2012; the Integrated Resort Development Act 1987; the Mixed Use Development Act 1993; the State Development and Public Works Organisation Act 1971 or the Sanctuary Cove Resort Act 1985, as applicable</i> ):		
	LMR2 - Low-Medium Density Residential		
<b>Transport proposals and resumptions</b>	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"/> <b>Yes</b>	<input checked="" type="checkbox"/> <b>No</b>
	The lot is affected by a notice of intention to resume the property or any part of the property.	<input type="checkbox"/> <b>Yes</b>	<input checked="" type="checkbox"/> <b>No</b>
	<i>If <b>Yes</b>, a copy of the notice, order, proposal or correspondence must be given by the seller.</i>		
<i>* Transport infrastructure has the meaning defined in the Transport Infrastructure Act 1994. A proposal means a resolution or adoption by some official process to establish plans or options that will physically affect the property.</i>			
<b>Contamination and environmental protection</b>	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"/> <b>Yes</b>	<input checked="" type="checkbox"/> <b>No</b>
	<b>The following notices are, or have been, given:</b>		
	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"/> <b>Yes</b>	<input checked="" type="checkbox"/> <b>No</b>
	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"/> <b>Yes</b>	<input checked="" type="checkbox"/> <b>No</b>
	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"/> <b>Yes</b>	<input checked="" type="checkbox"/> <b>No</b>
<b>Trees</b>	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"/> <b>Yes</b>	<input checked="" type="checkbox"/> <b>No</b>
	<i>If <b>Yes</b>, a copy of the order or application must be given by the seller.</i>		
<b>Heritage</b>	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"/> <b>Yes</b>	<input checked="" type="checkbox"/> <b>No</b>
<b>Flooding</b>	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 <a href="#">FloodCheck Queensland</a> portal or the <a href="#">Australian Flood Risk Information</a> portal.		
<b>Vegetation, habitats and protected plants</b>	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.

<b>Swimming pool</b>	There is a relevant pool for the property.	<input type="checkbox"/> <b>Yes</b>	<input checked="" type="checkbox"/> <b>No</b>
	If a community titles scheme or a BUGTA scheme – a shared pool is located in the scheme.	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
	Pool compliance certificate is given.	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
	OR Notice of no pool safety certificate is given.	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
<b>Unlicensed building work under owner builder permit</b>	Building work was carried out on the property under an owner builder permit in the last 6 years.	<input type="checkbox"/> <b>Yes</b>	<input checked="" type="checkbox"/> <b>No</b>
	<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>		
<b>Notices and orders</b>	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"/> <b>Yes</b>	<input checked="" type="checkbox"/> <b>No</b>
	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 <b>Yes</b>, a copy of the notice or order must be given by the seller.</i>	<input type="checkbox"/> <b>Yes</b>	<input checked="" type="checkbox"/> <b>No</b>
<b>Building Energy Efficiency Certificate</b>	If the property is a commercial office building of more than 1,000m <sup>2</sup> , a Building Energy Efficiency Certificate is available on the Building Energy Efficiency Register.		
<b>Asbestos</b>	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 ( <a href="http://asbestos.qld.gov.au">asbestos.qld.gov.au</a> ) 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.**

<b>Body Corporate and Community Management Act 1997</b>	<b>The property is included in a community titles scheme.</b> <i>(If Yes, complete the information below)</i>	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
<b>Community Management Statement</b>	<p>A copy of the most recent community management statement for the scheme as recorded under the <i>Land Title Act 1994</i> or another Act is given to the buyer.</p> <p><b>Note</b>—If the property is part of a community titles scheme, the community management statement for the scheme contains important information about the rights and obligations of owners of lots in the scheme including matters such as lot entitlements, by-laws and exclusive use areas.</p>	<input checked="" type="checkbox"/> <b>Yes</b>	
<b>Body Corporate Certificate</b>	<p>A copy of a body corporate certificate for the lot under the <i>Body Corporate and Community Management Act 1997</i>, section 205(4) is given to the buyer.</p> <p><b>If No</b>— An explanatory statement is given to the buyer that states:</p> <ul style="list-style-type: none"> <li>» a copy of a body corporate certificate for the lot is not attached; and</li> <li>» 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.</li> </ul>	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
<b>Statutory Warranties</b>	<p><b>Statutory Warranties</b>—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>		
<b>Building Units and Group Titles Act 1980</b>	<b>The property is included in a BUGTA scheme</b> <i>(If Yes, complete the information below)</i>	<input type="checkbox"/> <b>Yes</b>	<input checked="" type="checkbox"/> <b>No</b>
<b>Body Corporate Certificate</b>	<p>A copy of a body corporate certificate for the lot under the <i>Building Units and Group Titles Act 1980</i>, section 40AA(1) is given to the buyer.</p> <p><b>If No</b>— An explanatory statement is given to the buyer that states:</p> <ul style="list-style-type: none"> <li>» a copy of a body corporate certificate for the lot is not attached; and</li> <li>» 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.</li> </ul> <p><b>Note</b>—If the property is part of a BUGTA scheme, you will be subject to by-laws approved by the body corporate and other by-laws that regulate your use of the property and common property.</p>	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>

## Signatures – SELLER

*Nicole Arian*

*Faraz Ghasemzadeh*

\_\_\_\_\_  
Signature of seller

\_\_\_\_\_  
Signature of seller

\_\_\_\_\_  
Nicole Arian

\_\_\_\_\_  
Faraz Ghasemzadeh

\_\_\_\_\_  
Name of seller

\_\_\_\_\_  
Name of seller

\_\_\_\_\_  
04-03-2026

\_\_\_\_\_  
04-03-2026

\_\_\_\_\_  
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: 55171551

Search Date: 24/02/2026 11:01

Title Reference: 50688321

Date Created: 23/10/2007

Previous Title: 14436021

REGISTERED OWNER

Interest

Dealing No: 722902890 24/11/2023

NICOLE MONA ARIAN  
FARAZ GHASEMZADEH

TENANTS IN COMMON  
TENANTS IN COMMON

1/5  
4/5

AS TENANTS IN COMMON

ESTATE AND LAND

Estate in Fee Simple

LOT 4 SURVEY PLAN 203824  
Local Government: BRISBANE CITY  
COMMUNITY MANAGEMENT STATEMENT 37370

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by  
Deed of Grant No. 10139186 (POR 562)
2. MORTGAGE No 724429342 21/10/2025 at 13:36  
COMMONWEALTH BANK OF AUSTRALIA A.C.N. 123 123 124

ADMINISTRATIVE ADVICES - NIL  
UNREGISTERED DEALINGS - NIL

Caution - Charges do not necessarily appear in order of priority

\*\* End of Current Title Search \*\*

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

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

SURVEY PLAN

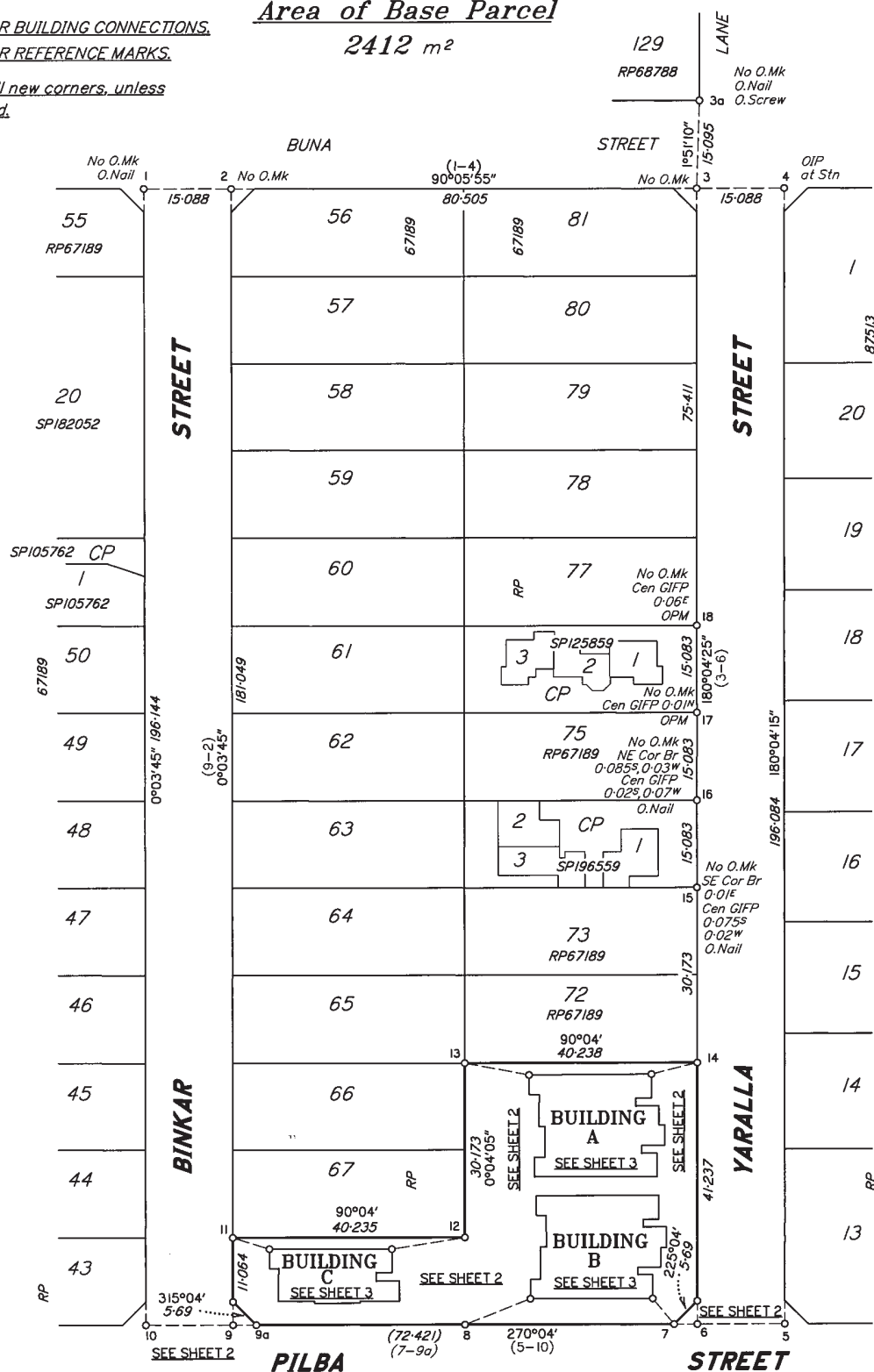
Area of Base Parcel

2412 m<sup>2</sup>

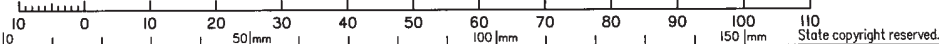
SEE SHEET 2 FOR BUILDING CONNECTIONS.

SEE SHEET 2 FOR REFERENCE MARKS.

Peg placed at all new corners, unless otherwise stated.



Scale 1:750 - Lengths are in Metres.



Walter Group Holdings Pty Ltd (ACN 121 396 174) hereby certify that the land comprised in this plan was surveyed by the corporation, by Nigel Boyd DONALDSON, registered surveying graduate for whose work the corporation accepts responsibility, under the supervision of Anthony William GERAGHTY, cadastral surveyor and that the plan is accurate, that the said survey was performed in accordance with the Survey and Mapping Infrastructure Act 2003 and Surveyors Act 2003 and associated Regulations and Standards and that the said survey was completed on 05-08-2007.



Director  
*[Signature]*  
Director

Date 20-08-2007

Plan of Lots 1 - 10 & Common Property

Cancelling Lots 68-71 on RP67189

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

Meridian: *SPI05762*

F/N's: *No*

Scale: **1:750**

Format: **BUILDING**



**SP203824**

Plan Status:

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

**710956699**

\$920.10  
31/08/2007 15:34

**BE 400 NT**

Registered

5. Lodged by

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

1. Certificate of Registered Owners or Lessees.  
+/We **KEDRON-WAVELL SERVICES CLUB INC.**

Existing			Created		
Title Reference	Lot	Plan	Lots	Emts	Road
14409076	68	RP67189	9,10,CP	_____	_____
14436021	69	RP67189	3,4,7,8,CP	_____	_____
16769077	70	RP67189	2,3,6,7,CP	_____	_____
18192165	71	RP67189	1,2,5,6,CP	_____	_____

(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 156 of the Land Title Act 1994.

\* as Lessees of this land agree to this plan



Signature of \*Registered Owners \*Lessees: *[Signatures]* **Treasurer**

**MORTGAGE ALLOCATIONS**

Mortgage	Lots Fully Encumbered	Lots Partially Encumbered
708786160	9,10	CP
710005700	1-10,CP	_____
708786138	1-8	CP

\* 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 28th day of August 2007

*Jodie Genders* #  
**JODIE ANNE GENDERS**  
Appointed Officer #

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

3. Plans with Community Management Statement:

CMS Number: 37370  
Name: **VILLA YARALLA**

4. References:

Dept File:  
Local Govt:  
Surveyor: **C880**

Date of Development Approval: 03/03/2006

1-10,CP	562
Lots	Orig

7. Portion Allocation:

8. Map Reference:  
**9543-33413**

9. Locality:  
**CHERMSIDE**

10. Local Government:  
**BRISBANE CITY**

11. Passed & Endorsed:

By: **Wolter Group Holdings Pty Ltd**  
Date: **20-08-2007**  
Signed: *[Signature]*  
Designation: **Liaison Officer**

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~~

Cadastral Surveyor/Director \* **20-08-2007**  
Date  
\*delete words not required

13. Lodgement Fees:

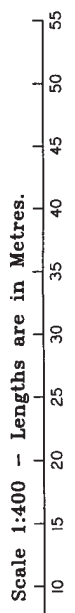
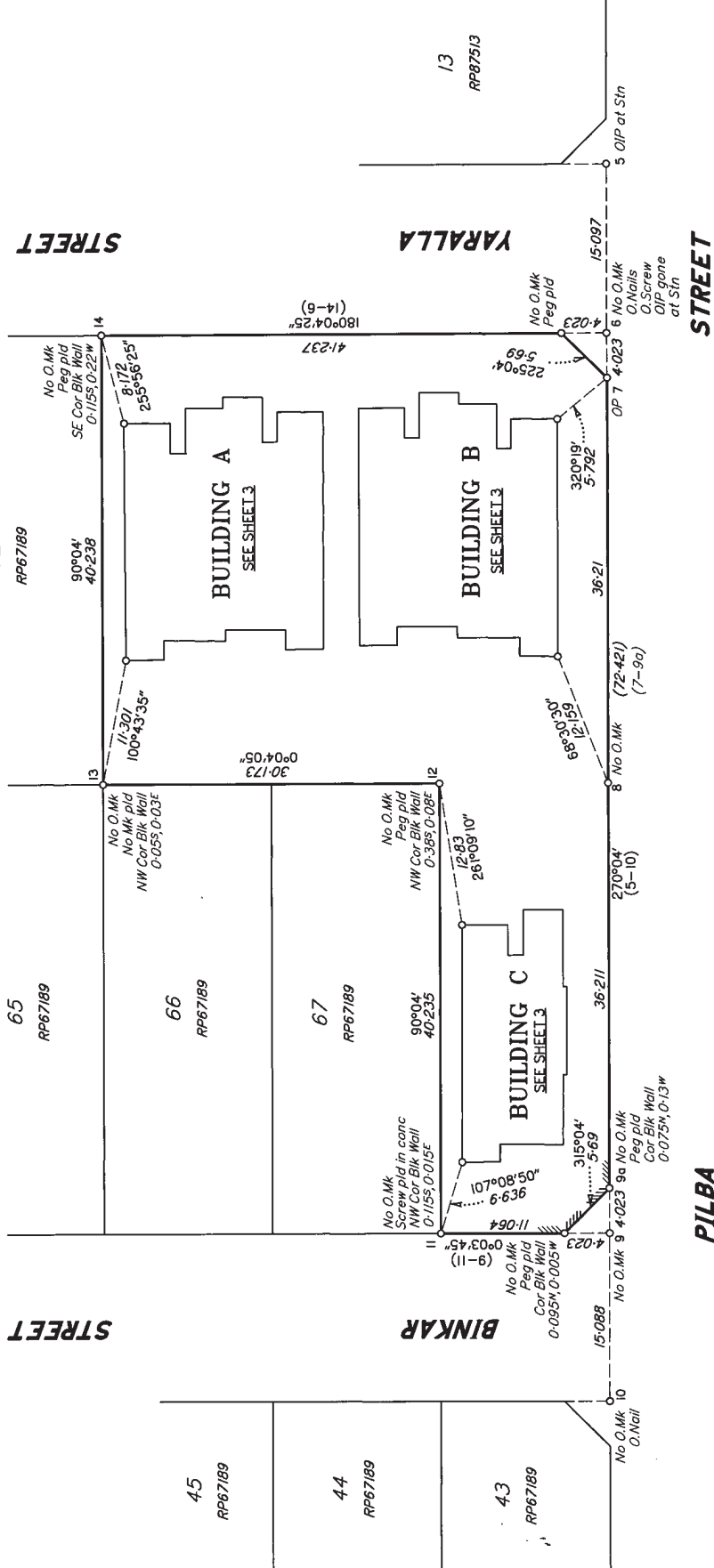
Survey Deposit \$ .....  
Lodgement \$ .....  
..... New Titles \$ .....  
Photocopy \$ .....  
Postage \$ .....  
TOTAL \$ .....

14. Insert Plan Number **SP203824**



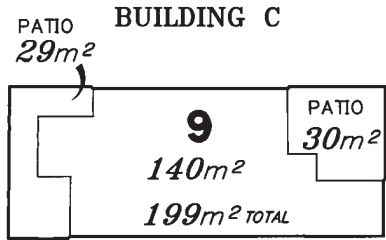
PERMANENT MARKS			
PM	ORIGIN	BEARING	DIST
17-OPM (New Ref)	IS205417	102°48'	3-845
18-OPM	IS205417	30°44'55"	23-497

REFERENCE MARKS				
STN	TO	ORIGIN	BEARING	DIST
1	O.Nail in Kerb	SP105762	37°11'30"	15-955
3a	O.Screw in Kerb	RP900783	140°10'	2-966
3b	O.Nail in Kerb	SP105762	104°46'	9-084
4	OIP	RP67189	at Station	
5	OIP gone	RP67189	at Station	
6	O.Nail in Manhole Surround (New Ref)	SP105762	107°12'	1-19
6	O.Nail in Kerb	IS200278	123°22'	1-895
6	O.Screw in Kerb	IS200278	121°04'	1-9
6	O.Nail in Kerb	IS200278	82°32'20"	12-77
8	Screw in Conc	SP105762	153°22'	21-372
10	O.Nail in Kerb	IS200278	143°24'30"	19-176
14	Screw in Kerb	IS200278	287°56'30"	13-369
15	Screw in Kerb	IS200278	91°42'	12-232
16	O.Nail in Kerb (New Ref)	IS200278	108°58'55"	3-64
		IS200278	87°14'10"	3-638

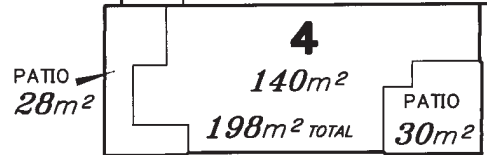
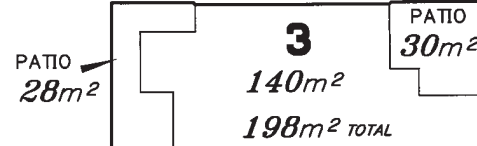
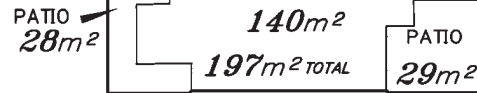
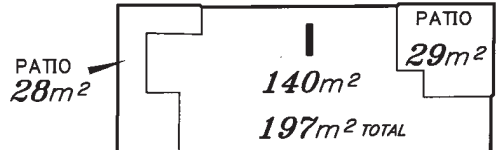


**LEVEL A**

SCALE 1:300



COMMON  
PROPERTY



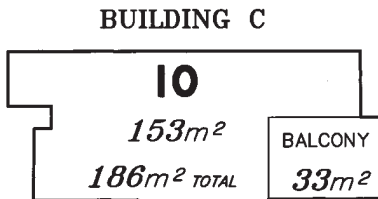
BUILDING A

BUILDING B

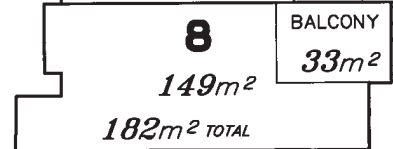
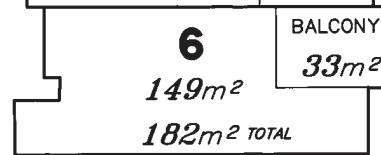
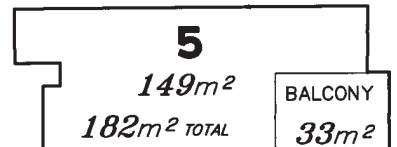


**LEVEL B**

SCALE 1:300



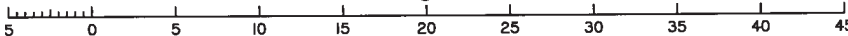
COMMON  
PROPERTY



BUILDING A

BUILDING B

Scale 1:300 - Lengths are in Metres.



State copyright reserved.

Insert Plan Number **SP203824**

**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](http://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](http://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](http://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](http://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](http://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	<b>(\$1,100.00)</b>
			Amount Unpaid including amounts billed not yet due	<b>Nil</b>

### 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	<b>(\$1,044.00)</b>
			Amount Unpaid including amounts billed not yet due	<b>Nil</b>

### 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	<b>Nil</b>
			Amount Unpaid including amounts billed not yet due	<b>Nil</b>

**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	<b>Nil</b>
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Amount Unpaid including amounts billed not yet due	<b>Nil</b>
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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	<b>(\$2,144.00)</b>
Special contributions	<b>Nil</b>
Other contributions	<b>Nil</b>
Other payments	<b>Nil</b>
Penalties	<b>Nil</b>
<b>Total amount overdue</b>	<b>(\$2,144.00)</b>

(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](http://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](http://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](http://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](http://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
<b><u>OWNERS FUNDS</u></b>		
Administrative Fund	14,067.79	21,104.12
Sinking Fund	81,309.97	75,824.45
<b><u>TOTAL</u></b>	<b><u>\$ 95,377.76</u></b>	<b><u>\$ 96,928.57</u></b>
<b><u>THESE FUNDS ARE REPRESENTED BY</u></b>		
<b><u>CURRENT ASSETS</u></b>		
Cash At Bank	42,585.16	57,398.34
Term Deposit Macquarie	56,397.31	55,847.33
Other Arrears	153.20	0.00
<b><u>TOTAL ASSETS</u></b>	<b><u>99,135.67</u></b>	<b><u>113,245.67</u></b>
<b><u>LIABILITIES</u></b>		
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
<b><u>TOTAL LIABILITIES</u></b>	<b><u>3,757.91</u></b>	<b><u>16,317.10</u></b>
<b><u>NET ASSETS</u></b>	<b><u>\$ 95,377.76</u></b>	<b><u>\$ 96,928.57</u></b>

# 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
<b><u>ADMINISTRATIVE FUND</u></b>			
<b>INCOME</b>			
Levies - Administrative Fund	13,000.00	24,000.00	26,300.00
Interest On Overdue Levies	56.40	0.00	0.00
<b><u>TOTAL ADMIN. FUND INCOME</u></b>	<b>13,056.40</b>	<b>24,000.00</b>	<b>26,300.00</b>
<b><u>EXPENDITURE - ADMIN. FUND</u></b>			
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
<b><u>TOTAL ADMIN. EXPENDITURE</u></b>	<b>20,092.73</b>	<b>29,047.27</b>	<b>12,645.80</b>
<b><u>SURPLUS / DEFICIT</u></b>	<b>\$ (7,036.33)</b>	<b>\$ (5,047.27)</b>	<b>\$ 13,654.20</b>
Opening Admin. Balance	21,104.12	21,104.12	7,449.92
<b><u>ADMINISTRATIVE FUND BALANCE</u></b>	<b>\$ 14,067.79</b>	<b>\$ 16,056.85</b>	<b>\$ 21,104.12</b>

# 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
<b><u>SINKING FUND</u></b>			
<b>INCOME</b>			
Levies - Sinking Fund	9,560.00	20,000.00	17,700.00
Interest Received	549.98	0.00	2,437.46
<b>TOTAL SINKING FUND INCOME</b>	<b>10,109.98</b>	<b>20,000.00</b>	<b>20,137.46</b>
<b><u>EXPENDITURE - SINKING FUND</u></b>			
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
<b>TOTAL SINK. FUND EXPENDITURE</b>	<b>4,624.46</b>	<b>16,557.25</b>	<b>1,570.55</b>
<b><u>SURPLUS / DEFICIT</u></b>	<b>\$ 5,485.52</b>	<b>\$ 3,442.75</b>	<b>\$ 18,566.91</b>
Opening Sinking Fund Balance	75,824.45	75,824.45	57,257.54
<b><u>SINKING FUND BALANCE</u></b>	<b>\$ 81,309.97</b>	<b>\$ 79,267.20</b>	<b>\$ 75,824.45</b>



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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
<b>Total</b>		<b>530.09</b>

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 \*\*

## GENERAL REQUEST

Duty Imprint

FORM 14 Version 4

Page 1 of 1



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 applicant**31,08,07  
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

- Rule A - Schedule of lot entitlements
- Rule 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
<div style="border: 1px solid black; padding: 5px; text-align: center;"> <p><b>RECEIVED ON</b></p> <p>20 AUG 2007</p> <p>BY DEVELOPMENT ASSESSMENT CUSTOMER SERVICE UNIT</p> </div>	
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 <sup>10</sup> <u>203824</u> <sup>lot</sup> <u>Stanley</u> <sup>lot</sup> <u>Kedron</u>	
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	<u>203824</u> <sup>lot</sup> SP <u>[plan no]</u>
# first community management statement only	

7. Local Government community management statement notation

..... T Whitlaw ..... signed

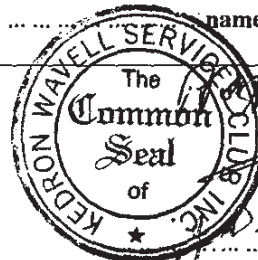
TRUDY WHITLAW SENIOR TOWN PLANNER ..... name and designation

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

8. Execution by original owner/Consent of body corporate

Execution Date

3/7/2007



[Signature] President  
\*Execution

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

**Privacy Statement**

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

**SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS**

Lot on Plan	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
	<b>10</b>	<b>10</b>

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**  
**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 of 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.

**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 <sup>BP</sup>	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.~~

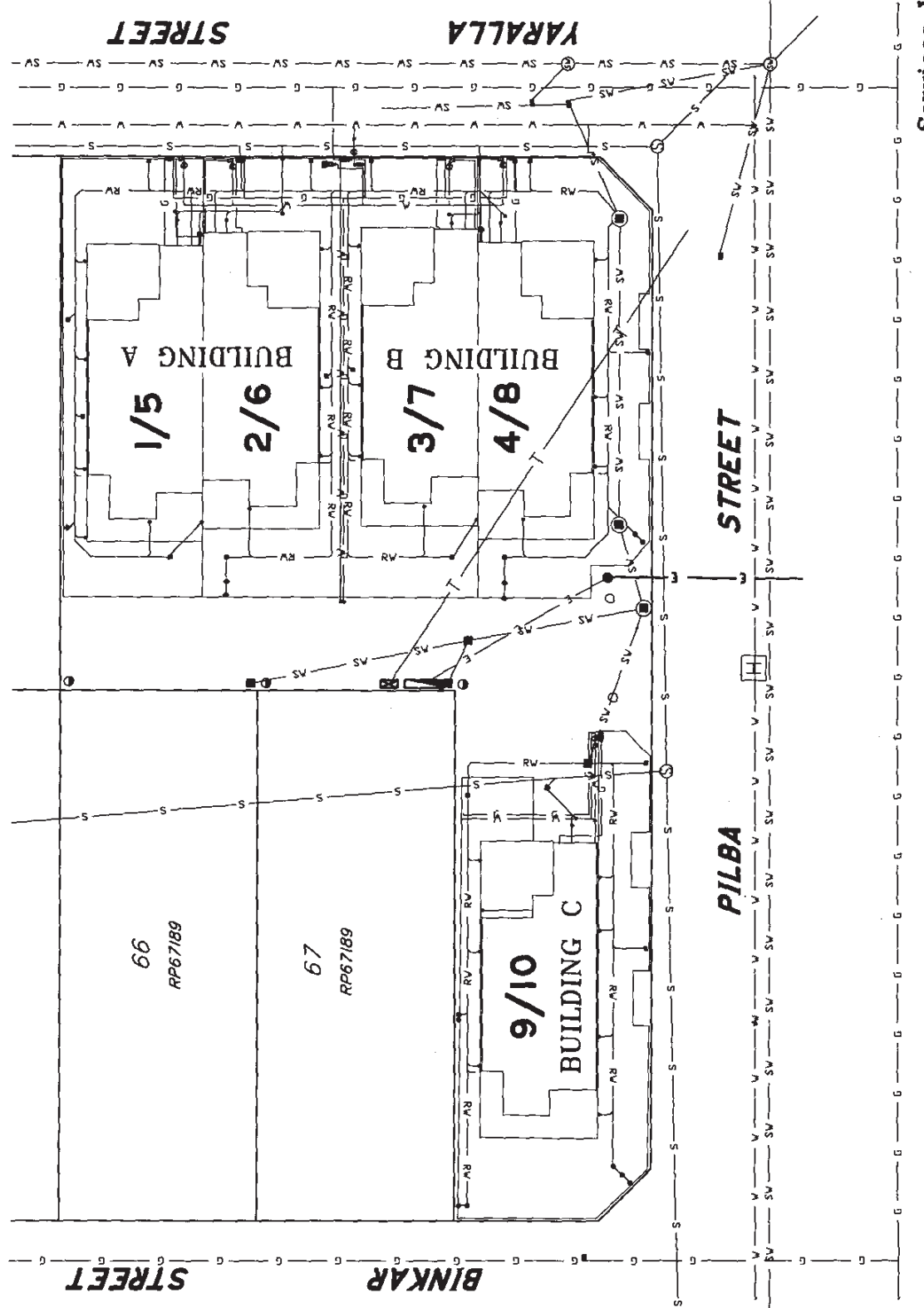
**SCHEDULE E DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY**

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

**LEGEND**

—	Sewer Line
—	U/G Telex Line
—	U/G Electricity line
—	O/H Electricity line
—	Roadwater Line
—	Water Main
—	Stormwater Line
—	Gas Line
—	Tele PH
—	Elec Box
—	Elec Pole
—	Light Fitting
—	Gully Trap
—	Stormwater Manhole Lid
—	Roadwater Manhole Lid
—	Fire Hydrant
—	IO 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 Telextra 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

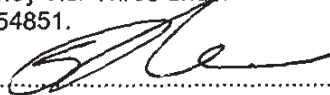
The party identified in item 3 consents to the registration of the instrument/document identified in item 2.

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**  
.....qualification  
Reg 77960

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

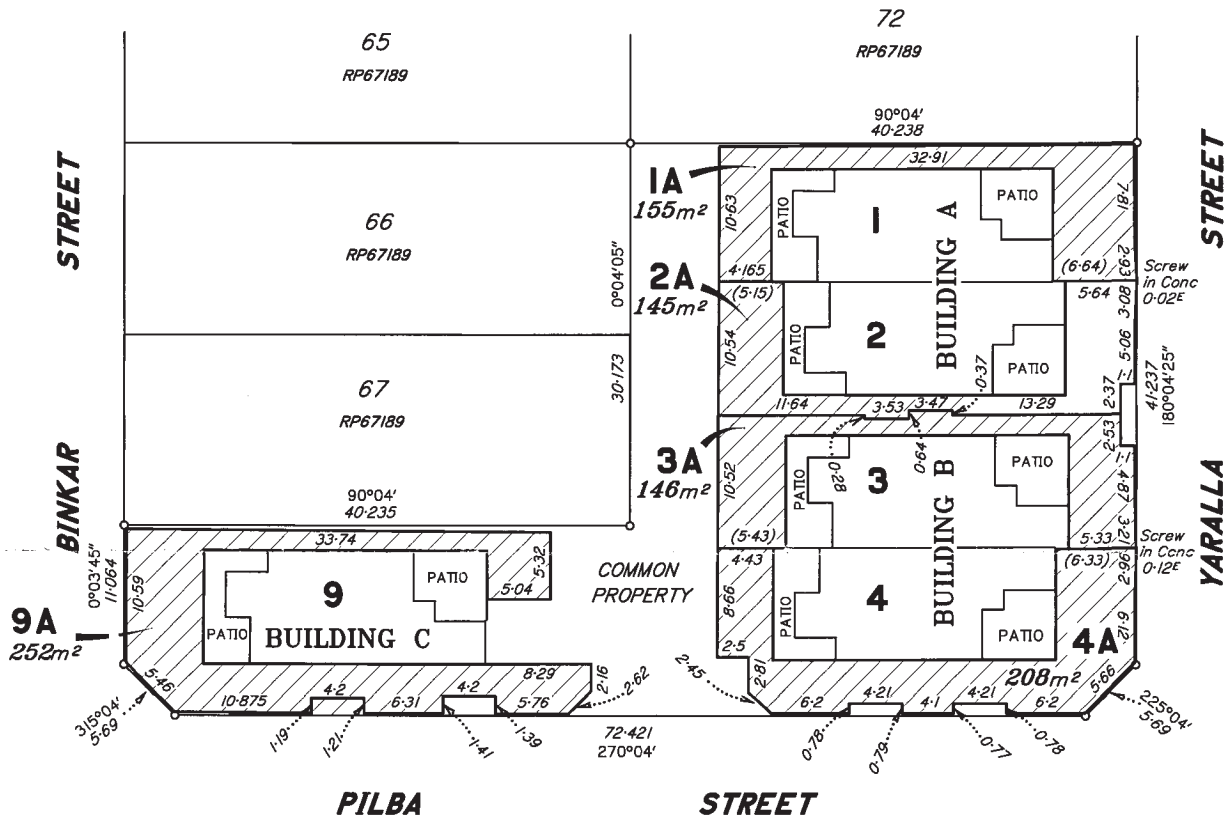
16/10/07  
Execution Date

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

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

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.

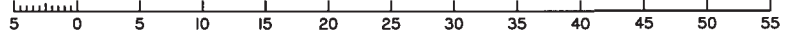


I, ANTHONY WILLIAM GERAGHTY, CADASTRAL SURVEYOR,  
CERTIFY THAT THE DETAILS SHOWN ON THIS SKETCH  
PLAN ARE CORRECT.

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.



LICENSED SURVEYORS ■ TOWN PLANNERS  
■ DEVELOPMENT CONSULTANTS

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[wolterconsulting.com.au](http://www.wolterconsulting.com.au)

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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## CERTIFICATE OF COMPLETION

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**Exchange Date:** Not Applicable

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### Signature Logs

**Signer:** Nicole Arian

**Email Address:** nicolearian9@gmail.com

**Status:** Signed

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**Email Sent Date:** 04/03/2026 09:26:25 AM (AEST)

**Signed Date:** 04/03/2026 09:35:33 AM (AEST)

**Signature:** *Nicole Arian*

---

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**Status:** Signed

**IP Address:** 122.199.4.224

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