

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 27/05/2026

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

PARKSIDE KEDRON

CTS No. **49156**

Body corporate manager

Bodies corporate often engage a body corporate manager to handle administrative functions.

Is there a body corporate manager for the scheme?

Yes. The body corporate manager is:

Name: **Maree Cathcart**

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

Phone: **1300 551 019**

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

Accessing records

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

The body corporate manager named above.

Property and community titles scheme details

Lot and plan details

Lot number: **606**

Plan type and number: **274672**

Plan of subdivision: **BUILDING FORMAT PLAN**

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

Regulation module

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

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

The regulation module that applies to this scheme is the:

Accommodation

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

Layered arrangements of community titles schemes

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

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

No

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

Building management statement

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

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

No

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

By-laws and exclusive use areas

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

What by-laws apply?

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

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

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

General by-laws

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

Exclusive use areas

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

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

Yes

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

listed in the community management statement

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: **22**
 Total contribution schedule lot entitlements for all lots: **1,000**

Interest schedule

Interest schedule lot entitlement for the lot: **23**
 Total interest schedule lot entitlements for all lots: **1,000**

Statement of accounts

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

Owner contributions (levies)

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

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

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

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

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

Body corporate debts

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

Owner contributions and amounts owing

Administrative fund contributions

Total amount of contributions (before any discount) for lot **606** for the current financial year: \$ **2,860.00**

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

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

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

Period	Due date	Amount due	Amount due if discount applied	Paid
01/10/25 to 31/12/25	01/10/25	762.30	762.30	01/10/25
01/01/26 to 31/03/26	01/01/26	762.30	762.30	31/12/25
01/04/26 to 30/06/26	01/04/26	667.70	667.70	02/04/26
01/07/26 to 30/09/26	01/07/26	667.70	667.70	
01/10/26****31/12/26	01/10/26	715.00	715.00	
01/01/27****31/03/27	01/01/27	715.00	715.00	

Amount overdue **Nil**
 Amount Unpaid including amounts billed not yet due **\$667.70**

Sinking fund contributions

Total amount of contributions (before any discount) for lot **606** for the current financial year: \$ **1,540.00**

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

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

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

Period	Due date	Amount due	Amount due if discount applied	Paid
01/10/25 to 31/12/25	01/10/25	433.84	433.84	01/10/25
01/01/26 to 31/03/26	01/01/26	433.84	433.84	31/12/25
01/04/26 to 30/06/26	01/04/26	336.16	336.16	02/04/26
01/07/26 to 30/09/26	01/07/26	336.16	336.16	
01/10/26****31/12/26	01/10/26	385.00	385.00	
01/01/27****31/03/27	01/01/27	385.00	385.00	

Amount overdue **Nil**
 Amount Unpaid including amounts billed not yet due **\$336.16**

Special contributions - Administrative Fund (IF ANY)

Date determined: **22/12/25** (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
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Amount overdue **Nil**
 Amount Unpaid including amounts billed not yet due **Nil**

Special contributions - Sinking Fund (IF ANY)

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

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

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

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

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

Due date Amount due Amount due if discount applied Paid

Amount overdue **Nil**

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

Other contributions

	Period	Due date	Amount due	Amount due if discount applied	Paid
Insurance Levy	01/10/25 to 31/12/25	01/10/25	154.56	154.56	01/10/25
Insurance Levy	01/01/26 to 31/03/26	01/01/26	154.56	154.56	31/12/25
Insurance Levy	01/04/26 to 30/06/26	01/04/26	108.10	108.10	02/04/26
Insurance Levy	01/07/26 to 30/09/26	01/07/26	108.10	108.10	
Insurance Levy	01/10/26 to 31/12/26	01/10/26	131.33	131.33	
Insurance Levy	01/01/27 to 31/03/27	01/01/27	131.33	131.33	

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		Nil
Special contributions		Nil
Other contributions		Nil
Other payments		Nil
Penalties		Nil
Total amount overdue	(Total Amount Unpaid including not yet due \$1,111.96)	Nil

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

Common property and assets

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

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

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

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

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

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

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

Current sinking fund balance (as at date of certificate): \$ 361,310.68

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
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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-20052312	26,046,563.00	28,154.33	30/09/26	2,000 as per policy 3,000 Water Damage / Burst Pipes
PUBLIC LIABILITY LONGITUDE INSURANCE	LNG-STR-20052312	20,000,000.00	Included	30/09/26	
COMMON CONTENTS LONGITUDE INSURANCE	LNG-STR-20052312	260,466.00	Included	30/09/26	
LOSS OF RENT LONGITUDE INSURANCE	LNG-STR-20052312	3,906,984.00	Included	30/09/26	
FIDELITY GUARANTEE LONGITUDE INSURANCE	LNG-STR-20052312	100,000.00	Included	30/09/26	
VOLUNTARY WORKERS LONGITUDE INSURANCE	LNG-STR-20052312	Insured	Included	30/09/26	
OFFICE BEARERS LONGITUDE INSURANCE	LNG-STR-20052312	5,000,000.00	Included	30/09/26	
MACHINERY BREAKDOWN LONGITUDE INSURANCE	LNG-STR-20052312	50,000.00	Included	30/09/26	
GOVERNMENT AUDIT COS LONGITUDE INSURANCE	LNG-STR-20052312	30,000.00	Included	30/09/26	
WH&S APPEAL EXPENSES LONGITUDE INSURANCE	LNG-STR-20052312	150,000.00	Included	30/09/26	
LEGAL EXPENSES LONGITUDE INSURANCE	LNG-STR-20052312	50,000.00	Included	30/09/26	
LOT OWNERS IMPROVEME LONGITUDE INSURANCE	LNG-STR-20052312	300,000.00	Included	30/09/26	
COMMISSION LONGITUDE INSURANCE	LNG-STR-20052312	Nil	Included	30/09/26	

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?

Yes - Name of caretaking service contractor engaged: Mr Peter & Mel Shikin

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

Yes - Name of authorised letting agent: Peter Shikin & Batsirai Melinda Shikin

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 27/05/2026

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

PARKSIDE KEDRON CTS 49156

38-42 Gallagher Terrace Kedron Qld 4031

BALANCE SHEET

AS AT 27 MAY 2026

	ACTUAL 27/05/2026	ACTUAL 30/09/2025
<u>OWNERS FUNDS</u>		
Administrative Fund	31,802.70	23,984.98
Sinking Fund	361,310.68	314,975.15
<u>TOTAL</u>	<u>\$ 393,113.38</u>	<u>\$ 338,960.13</u>
<u>THESE FUNDS ARE REPRESENTED BY</u>		
<u>CURRENT ASSETS</u>		
Cash At Bank	373,143.52	359,762.14
Term Deposit Macquarie	23,864.21	22,858.44
Prepaid Expenses	0.00	3,334.16
Other Arrears	1,428.32	70.64
<u>TOTAL ASSETS</u>	<u>398,436.05</u>	<u>386,025.38</u>
<u>LIABILITIES</u>		
Gst Clearing A/C	2,801.30	(763.40)
Creditors	0.00	7,079.40
Accruals	0.00	4,325.40
Levies In Advance	2,309.87	32,459.05
Other Payments In Advance	211.50	3,964.80
<u>TOTAL LIABILITIES</u>	<u>5,322.67</u>	<u>47,065.25</u>
<u>NET ASSETS</u>	<u>\$ 393,113.38</u>	<u>\$ 338,960.13</u>

PARKSIDE KEDRON CTS 49156

38-42 Gallagher Terrace Kedron Qld 4031

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 OCTOBER 2025 TO 27 MAY 2026

	ACTUAL	BUDGET	ACTUAL
	01/10/25-27/05/26	01/10/25-30/09/26	01/10/24-30/09/25
<u>ADMINISTRATIVE FUND</u>			
<u>INCOME</u>			
Levies - Administrative Fund	90,590.91	130,000.00	120,000.00
Insurance Levy	16,490.91	22,840.00	21,272.72
Interest On Overdue Levies	119.82	0.00	374.72
Gst On Income	0.00	(13,000.00)	0.00
<u>TOTAL ADMIN. FUND INCOME</u>	107,201.64	139,840.00	141,647.44
<u>EXPENDITURE - ADMIN. FUND</u>			
Audit Fees	0.00	1,308.00	1,270.00
Bank Charges (Gst Incl)	89.15	125.00	118.02
Bas Preparation Fee	620.00	1,272.00	1,240.00
Caretaker	38,813.98	69,054.29	67,043.11
Cleaning Carpets	780.00	600.00	0.00
Community Power	7,453.83	10,500.00	10,135.81
Community Power - Gov. Rebate	(68.18)	0.00	(325.00)
Fees & Permits	550.78	550.00	531.89
Fire Protection	7,293.55	9,000.00	8,811.77
Income Tax Returns	295.00	320.00	295.00
Insurance	23,539.30	32,377.00	22,558.47
Insurance-Stamp Duty	2,261.10	3,237.00	2,164.00
Insurance Valuation	0.00	0.00	2,056.37
R & M - Building General	463.75	1,000.00	1,004.83
R & M - Doors	260.00	0.00	0.00
R & M - Plumbing	(318.18)	550.00	527.54
R & M - Grounds Contractor	0.00	300.00	113.72
R & M - Gates	0.00	500.00	0.00
R & M - Airconditioning	412.75	1,300.00	1,226.85
R & M - Lifts	3,803.60	8,000.00	7,421.64
R & M - Electrical	580.00	500.00	0.00
Management Fees	3,498.99	6,020.00	5,812.33
Management Fees Additional Svc	1,784.56	3,000.00	4,644.15
Maintenance Co-Ordination	297.00	700.00	693.00
Pest Control	3,567.27	3,825.00	3,613.63
Disbursements	579.48	1,300.00	1,264.59
Stratamax License Fee	210.00	380.00	360.00
Fixed Disbursements	1,456.90	2,250.00	2,419.17
Telephone	399.48	550.00	519.60
Water Rates	77.45	150.00	93.93
Workplace Health & Safety	682.36	834.00	780.91
<u>TOTAL ADMIN. EXPENDITURE</u>	99,383.92	159,502.29	146,395.33
<u>SURPLUS / DEFICIT</u>	<u>\$ 7,817.72</u>	<u>\$ (19,662.29)</u>	<u>\$ (4,747.89)</u>

PARKSIDE KEDRON CTS 49156

38-42 Gallagher Terrace Kedron Qld 4031

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 OCTOBER 2025 TO 27 MAY 2026

	ACTUAL	BUDGET	ACTUAL
	01/10/25-27/05/26	01/10/25-30/09/26	01/10/24-30/09/25
Opening Admin. Balance	23,984.98	23,984.98	28,732.87
<u>ADMINISTRATIVE FUND BALANCE</u>	<u>\$ 31,802.70</u>	<u>\$ 4,322.69</u>	<u>\$ 23,984.98</u>

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38-42 Gallagher Terrace Kedron Qld 4031

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 OCTOBER 2025 TO 27 MAY 2026

	ACTUAL	BUDGET	ACTUAL
	01/10/25-27/05/26	01/10/25-30/09/26	01/10/24-30/09/25
<u>SINKING FUND</u>			
<u>INCOME</u>			
Levies - Sinking Fund	49,745.45	70,000.00	68,036.38
Interest Received	1,005.77	0.00	1,036.54
Insurance Claim Proceeds	0.00	0.00	6,982.60
Gst On Income	0.00	(6,500.00)	0.00
<u>TOTAL SINKING FUND INCOME</u>	50,751.22	63,500.00	76,055.52
<u>EXPENDITURE - SINKING FUND</u>			
Fire Equipment	1,607.50	2,865.00	4,350.20
Maintenance	0.00	254,175.00	2,644.46
Maintenance - Lift	1,901.80	0.00	9,018.50
Maintenance - Locks	906.39	0.00	0.00
Electrical/Lighting	0.00	2,188.00	515.00
Security Equipm.	0.00	2,708.00	0.00
<u>TOTAL SINK. FUND EXPENDITURE</u>	4,415.69	261,936.00	16,528.16
<u>SURPLUS / DEFICIT</u>	\$ 46,335.53	\$ (198,436.00)	\$ 59,527.36
Opening Sinking Fund Balance	314,975.15	314,975.15	255,447.79
<u>SINKING FUND BALANCE</u>	\$ 361,310.68	\$ 116,539.15	\$ 314,975.15

Queensland Titles Registry Pty Ltd
 ABN 23 648 568 101

Search Date: 28/05/2026 10:00

Request No: 56302925

SCHEME NAME

PARKSIDE KEDRON COMMUNITY TITLES SCHEME 49156

BODY CORPORATE ADDRESS

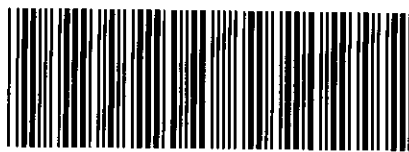
CAPITOL BODY CORPORATE
 PO BOX 326
 ALDERLEY QLD
 4051

COMMUNITY MANAGEMENT STATEMENT No: 49156

Title	Lot	Plan	Title	Lot	Plan
51059946	CP	SP 274672	51059947	101	SP 274672
51059948	102	SP 274672	51059949	103	SP 274672
51059950	104	SP 274672	51059951	105	SP 274672
51059952	106	SP 274672	51059953	107	SP 274672
51059954	201	SP 274672	51059955	202	SP 274672
51059956	203	SP 274672	51059957	204	SP 274672
51059958	205	SP 274672	51059959	206	SP 274672
51059960	207	SP 274672	51059961	208	SP 274672
51059962	301	SP 274672	51059963	302	SP 274672
51059964	303	SP 274672	51059965	304	SP 274672
51059966	305	SP 274672	51059967	306	SP 274672
51059968	307	SP 274672	51059969	308	SP 274672
51059970	401	SP 274672	51059971	402	SP 274672
51059972	403	SP 274672	51059973	404	SP 274672
51059974	405	SP 274672	51059975	406	SP 274672
51059976	407	SP 274672	51059977	408	SP 274672
51059978	501	SP 274672	51059979	502	SP 274672
51059980	503	SP 274672	51059981	504	SP 274672
51059982	505	SP 274672	51059983	506	SP 274672
51059984	507	SP 274672	51059985	508	SP 274672
51059986	601	SP 274672	51059987	602	SP 274672
51059988	603	SP 274672	51059989	604	SP 274672
51059990	605	SP 274672	51059991	606	SP 274672

COMMUNITY MANAGEMENT STATEMENT Dealing No: 717537728

** End of Community Titles Scheme Search **



717537728

\$175.00

26/09/2016 14:13

BE 460

Information about privacy in this form see the department's website.

- | | | |
|--|---|--------------------------------|
| 1. Nature of request
REQUEST TO RECORD FIRST COMMUNITY
MANAGEMENT STATEMENT FOR PARKSIDE
KEDRON COMMUNITY TITLES SCHEME | Lodger (Name, address, E-mail & phone number)
Ferguson Cannon Lawyers
Level 3, 360 Queens Street, Brisbane QLD
4000
n.casey@fclawyers.com.au
(07) 5409 7862 | Lodger
Code
2484 |
| 2. Lot on Plan Description
LOT 16 ON RP 41701
LOT 17 ON RP 41701
LOT 18 ON RP 41701
LOT 19 ON RP 41701 | Title Reference
12038069
12038069
11921165
11921165 | |
| 3. Registered Proprietor/State Lessee
LIMITLESS KEDRON PTY LTD ACN 168 268 782 AS TRUSTEE UNDER INSTRUMENT 716230490 & 716344292
AND BROSBUILD PTY LTD ACN 151 504 255 AS TRUSTEE UNDER INSTRUMENT 716230490 & 716344292
AND BROSBUILD PTY LTD ACN 151 504 255 AS TRUSTEE UNDER INSTRUMENT 716230490 & 716344292 | | |
| 4. Interest
NOT APPLICABLE | | |
| 5. Applicant
LIMITLESS KEDRON PTY LTD ACN 168 268 782 AS TRUSTEE UNDER INSTRUMENT 716230490 & 716344292
AND BROSBUILD PTY LTD ACN 151 504 255 AS TRUSTEE UNDER INSTRUMENT 716230490 & 716344292
AND BROSBUILD PTY LTD ACN 151 504 255 AS TRUSTEE UNDER INSTRUMENT 716230490 & 716344292 | | |
| 6. Request
I hereby request that: the first CMS deposited herewith be recorded as the CMS for Parkside Kedron Community Titles Scheme and that C/- Capitol Body Corporate, PO Box 326, Alderley QLD 4051 be recorded as address for service on the body corporate for the scheme. | | |
| 7. Execution by applicant | | |

26/09/2016

Execution Date


 Nicholas Stephen Casey, Solicitor

Applicant's or Solicitor's Signature

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

This statement incorporates and must include the following:

49156

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

1. Name of community titles scheme PARKSIDE KEDRON COMMUNITY TITLES SCHEME	2. Regulation module ACCOMMODATION
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3. Name of body corporate
Body Corporate for Parkside Kedron Community Titles Scheme

4. Scheme land

Lot on Plan Description COMMON PROPERTY FOR PARKSIDE KEDRON COMMUNITY TITLES SCHEME LOTS 1-45 ON SP 274672	Title Reference TO ISSUE FROM 12038069 & 11921165
Lot 101-107; 201-208; 301-308; 401-408; 501-508; 601-606 ON SP 274672	TO ISSUE FROM 12038069 & 11921165

5. *Name and address of original owner Limitless Kedron Pty Ltd ACN 168 268 782 as trustee of The Barr Kedron Trust; and Brosbuild Pty Ltd ACN 151 504 255 as trustee for The Kedron No.2 Trust; and Brosbuild Pty Ltd ACN 151 504 255 as trustee for The Kedron No.3 Trust PO BOX 2162, NEW FARM QLD 4005	6. Reference to plan lodged with this statement SP 274672
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first community management statement only

7. Local Government community management statement notation

..... *G.K. Soole* signed
GILL SOOLE - TEAM MANAGER - EXPRESS SERVICES - DELEGATE
..... name and designation

BRISBANE CITY COUNCIL name of Local Government

8. Execution by original owner/Consent of body corporate

[Signature]
Sole Director/Secretary
Limitless Kedron Pty Ltd ACN 168 268 782 as trustee of The Barr Kedron Trust.
***Execution**
*Original owner to execute for a first community management statement

22/08/2016
Execution Date

[Signature]
Director
Brosbuild Pty Ltd ACN 151 504 255 as trustee for The Kedron No.2 Trust and as
..... trustee for The Kedron No.3 Trust
***Execution**
*Original owner to execute for a first community management statement

22/08/2016
Execution Date

Privacy Statement

Collection of this information is authorised by the Body Corporate and Community Management Act 1997 and is used to maintain the publicly searchable registers in the land registry. For more information about privacy in NR&W see the Department's website.

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 101 on SP 274672	22	21
Lot 102 on SP 274672	22	21
Lot 103 on SP 274672	22	22
Lot 104 on SP 274672	21	19
Lot 105 on SP 274672	22	21
Lot 106 on SP 274672	22	21
Lot 107 on SP 274672	22	22
Lot 201 on SP 274672	22	22
Lot 202 on SP 274672	22	22
Lot 203 on SP 274672	22	22
Lot 204 on SP 274672	22	22
Lot 205 on SP 274672	22	22
Lot 206 on SP 274672	22	21
Lot 207 on SP 274672	22	21
Lot 208 on SP 274672	22	22
Lot 301 on SP 274672	23	22
Lot 302 on SP 274672	22	22
Lot 303 on SP 274672	22	22
Lot 304 on SP 274672	22	22
Lot 305 on SP 274672	22	22
Lot 306 on SP 274672	22	22
Lot 307 on SP 274672	22	22
Lot 308 on SP 274672	22	22
Lot 401 on SP 274672	22	22
Lot 402 on SP 274672	22	22

Lot on Plan	Contribution	Interest
Lot 403 on SP 274672	22	22
Lot 404 on SP 274672	23	22
Lot 405 on SP 274672	22	22
Lot 406 on SP 274672	22	22
Lot 407 on SP 274672	22	22
Lot 408 on SP 274672	23	22
Lot 501 on SP 274672	22	22
Lot 502 on SP 274672	22	22
Lot 503 on SP 274672	22	22
Lot 504 on SP 274672	23	23
Lot 505 on SP 274672	22	23
Lot 506 on SP 274672	22	22
Lot 507 on SP 274672	22	22
Lot 508 on SP 274672	22	23
Lot 601 on SP 274672	25	29
Lot 602 on SP 274672	25	29
Lot 603 on SP 274672	23	23
Lot 604 on SP 274672	22	22
Lot 605 on SP 274672	22	22
Lot 606 on SP 274672	22	23
TOTAL	1000	1000

1 PRINCIPLES FOR DECIDING THE CONTRIBUTION LOT ENTITLEMENT FOR A LOT

1.1 The Contribution Schedule Lot Entitlements for the Community Titles Scheme are not equal. In accordance with Section 46(7) of the *Body Corporate and Community Management Act 1997 (Qld)*, the contribution schedule lot entitlements for the Community Titles Scheme have been decided using the relativity principle having regard to the following factors:

- (a) Structure of the Community Titles Scheme;
- (b) Nature, features and characteristics of the Lots in the Community Titles Scheme;

- (c) Purpose for which the Lots are used;
- (d) Market value of the Lots; and
- (e) The impact the lots may have on the costs of maintaining the common property.

1.2 The factors in paragraphs 1.1(a), 1.1(c) and 1.1(d) have no impact on the determination of the contribution schedule lot entitlements for the Community Titles Scheme. On the basis of the factors in paragraph 1.1(c), it is just and equitable for there to be a variation in the Contribution Schedule Lot Entitlements for the Community Titles Scheme. The Contribution Schedule Lot Entitlements for Lots in the Community Titles Scheme ranges from a minimum of 16 out of a total of 1,002 and a maximum of 18 out of a total of 1,002.

1.3 The difference in Lot Entitlements recognises that the factors stated above do not impact on how much each Lot should contribute to certain Body Corporate costs such as bank fees, secretarial fees, audit fees, printing, postage and outlays and that all Lots should contribute equally to those Body Corporate costs. However, the structure of the Scheme and the features and characteristics of the Lots result in a differential burden on the costs of the Body Corporate for repair and maintenance of the Common Property. When allocating the lot entitlements to be included in the Lot Entitlement Contribution Schedule, each of the factors stated above impacts on the allocation in the following ways.

(a) Structure of the scheme

The Community Titles Scheme is a basic Community Titles Scheme. The Common Property facilities (for example: major thoroughfares/corridors and landscaping) are part of the Community Titles Scheme. This factor does not contribute to the differences in the Contribution Schedule Lot Entitlements.

(b) Nature, features and characteristics of the Lots in the Community Titles Scheme

All of the Lots 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 Community Titles Scheme. This includes the common foyer, lifts and lift wells, external walls and windows of the building, roof and any utility and other infrastructure owned by the Body Corporate. In deciding the Contribution Schedule Lot Entitlements, the following features or characteristics of Lots in the Community Titles Scheme increase the cost to the Body Corporate for maintenance, cleaning and repair of the Common Property:

- (i) The external surface area of a Lot, which comprises part of the Common Property, including the exterior walls which require painting and maintenance, balustrades, window frames and fittings and glass, metal screens and louvers, roofing membranes and materials. For example, a Lot which has a larger area of external wall will have a higher Contribution Schedule Lot Entitlement due to the greater cost of cleaning, maintenance, repair etc for that perimeter.
- (ii) The Common Property inside the building which benefits a Lot. For example, fire detection and prevention devices, fire fighting equipment (which may include water sprinklers), common area carpets, electrical wiring, pipes which require maintenance, repair and replacement by the Body Corporate.
- (iii) The gross floor area of a Lot. Depending on the size of a Lot, the Lot's contribution schedule entitlements may be higher to reflect the Lot's greater demand on support and shelter and the associated costs to the Body Corporate.

For this scheme, there are three (3) groups of Lots and within those groups, the Lots will have the same impact on costs and therefore the same Contribution Schedule Lot Entitlement. Some Lots have an internal area of approximately 87m² and larger external areas than the others, so those lots have a Contribution Schedule Lot Entitlement of 18. Other Lots have an internal area of approximately 80m² and those lots have a Contribution Schedule Lot Entitlement of 17. The remaining Lots have an internal area of approximately 56m² to 62m² and smaller external areas than the others, so those lots have a Contribution Schedule Lot Entitlement of 16. The Lots with an entitlement of 18 have a greater

impact than all of the other Lots. The lots with an entitlement of 17 have a lesser impact than the Lots with an entitlement of 18, but a greater impact than the Lots with an entitlement of 16. The Lots with an entitlement of 16 have a lesser impact than all of the other Lots.

(c) The Purpose for which Lots are used

Lots in the Community Titles Scheme are used for residential purposes. This factor does not contribute to any variance in the contribution schedule lot entitlements for the Community Titles Scheme.

(d) Market Value

The market value of the Lots in this Scheme are different, however the differences in market value is attributable to the matters referred to in paragraph 1.3(a) above. As those matters have already been taken into account when considering other factors, this factor does not contribute in any way to the differences in the contribution schedule lot entitlements.

(e) The impact the Lots may have on the cost of maintaining the Common Property.

The details referred to under paragraph (b) above are also relevant to consideration of matters relating to this factor. The number of potential occupants in a Lot may also have an impact on the cost of maintaining those parts of the Common Property that are subject to wear and tear by occupants. That has not been given any consideration in determining the differences in Lot Entitlements in this Scheme.

2 PRINCIPLES FOR DECIDING THE INTEREST LOT ENTITLEMENT FOR A LOT

In accordance with section 46(8) of the *Body Corporate and Community Management Act 1997 (Qld)*, the interest schedule lot entitlements for the community titles scheme have been calculated using the market value principle. That is, the interest schedule lot entitlements reflect the respective market values of the Lots in the Community Titles Scheme.

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

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

SCHEDULE C BY-LAWS

The By-laws for Parkside Kedron Community Titles Scheme are set on in this Schedule:

1 DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

1.2 In these By-laws:

- (a) **"Act"** means *Body Corporate and Community Management Act 1997 (Qld)* and the regulation module that applies to the Scheme or legislation which replaces it;
- (b) **"Authority"** means any body, government or otherwise, or person having or exercising control over the use or the operation of the Scheme;
- (c) **"Air Conditioning Equipment"** means the air conditioning plant including piping, electrical, installation and duct work in a Lot or on the Common Property for the purposes of providing conditioned air to the Lot;

- (d) **"Body Corporate"** means the body corporate for the Scheme;
- (e) **"Body Corporate Asset"** means any property, other than Common Property held or owned by the Body Corporate, for the benefit or on behalf of the Owners;
- (f) **"Body Corporate Manager"** means the person engaged by the Body Corporate as the body corporate manager for the Scheme;
- (g) **"Breach"** means any breach, potential breach or threatened breach by an Owner, Occupier or Invitee of:
 - (i) these By-laws;
 - (ii) the Act;
 - (iii) this CMS;
 - (iv) any covenant or easement over the Common Property; or
 - (v) any rules to the Common Property made by the Committee pursuant to these By-laws.
- (h) **"By-laws"** means these by-laws or any specified part of them;
- (i) **"CMS"** means community management statement;
- (j) **"Committee"** means the committee of the Body Corporate appointed pursuant to the Act;
- (k) **"Committee's Representative"** means a member of the Committee or other person or body appointed from time to time for the purpose of representing the Committee;
- (l) **"Common Property"** means the common property for the Scheme;
- (m) **"Community Titles Scheme"** means the Scheme;
- (n) **"Costs"** means any costs, charges, expenses, outgoings, payments or other expenditure of any nature and, where appropriate, includes reasonable fees and disbursements payable to contractors, consultants, accountants and lawyers, and the costs of rectifying any Breach, or making good any damage caused by a Breach;
- (o) **"Development"** means the development known as Parkside Kedron situated at 59 & 63 Latham Street, Chermside in the State of Queensland
- (p) **"Display Unit"** means a Lot or Lots used by the original owner or its nominee to promote further sales of Lots in the Development.
- (q) **"Heavy Vehicle"** means a motor vehicle in excess of 3 tones weight loaded and includes, irrespective of their weight, mobile homes, towed caravans and boats, campervans and motor homes.
- (r) **"Improvements"** means:
 - (i) any addition or alteration to the Common Property or any Body Corporate Asset; or
 - (ii) the installation of any fixtures, equipment, appliance or other apparatus on the Common Property or any Body Corporate Asset;
- (s) **"Invitees"** means each of the Owner's agents, visitors, tenants, guests licensees or others (with or without invitation) who may be on a Lot or the Scheme Land;
- (t) **"Law"** means any statute, rule, regulation, proclamation, ordinance or by-law or statutory instrument;
- (u) **"Letting Agency Agreement"** means an agreement between the Body Corporate and the Letting Agent authorising the Letting Agent to conduct a letting business from the Scheme;
- (v) **"Letting Agent"** means the person authorised by the Body Corporate to conduct a Letting Agent Business for the Scheme,

- (w) **"Letting Agent's Office"** means the Lot(s) or other area of the Scheme (if any) that the Letting Agent has been granted authority or right to use the area nominated from time to time by the Body Corporate for the Letting Agent to conduct the business of the Letting Agent and for other purposes which may be authorised in any agreement between the Body Corporate and the Letting Agent;
- (x) **"Lot"** means a lot in the Scheme;
- (y) **"Management Agreement"** means an agreement between the Body Corporate and the Manager engaging the Manager to caretake and maintain the Scheme;
- (z) **"Manager"** means the person or corporation appointed by the Body Corporate from time to time to, amongst other things, keep the Common Property maintained and in good order and repair;
- (aa) **"Manager's Lot"** means the Lot(s) nominated from time to time (if any) by the Manager from which the Manager is to perform its duties;
- (bb) **"Motor Vehicles"** includes motorbikes but does not include Heavy Vehicles;
- (cc) **"Notice"** means any notice in writing, statement in writing, any written material and any other written communication;
- (dd) **"Occupier"** means occupier as defined in Part 4 of the Act;
- (ee) **"Owner"** has the meaning defined by the Act and includes the successor in title and assigns of the Owner;
- (ff) **"Person"** includes any corporation or association whether incorporated or not and bodies corporate;
- (gg) **"Pets"** means dogs, cats, birds and fish;
- (hh) **"Requirement"** means any requirement, or authorisation, of any statutory body, local authority, governmental or other authority necessary or desirable under applicable law or regulation and includes the provisions of any statute, ordinance or By-law;
- (ii) **"Scheme"** means the Parkside Kedron Community Titles Scheme containing the Lots and the Common Property;
- (jj) **"Scheme Land"** means all the land contained in the Scheme;
- (kk) **"Secretary"** means the secretary of the Body Corporate;
- (ll) **"Services"** means all gas, electricity, telephone, water, sewerage, fire prevention, ventilation, air conditioning, hydraulic elevator and security services and all other services or systems provided in the Scheme or available for the Lot;
- (mm) **"Service infrastructure"** means any infrastructure for the provision of Services to the Scheme or any Lot; and
- (nn) **"Speed Limit"** means 20 kilometres per hour or such other speed nominated by the Committee from time to time.

1.3 Interpretations

- (a) Reference to:
 - (i) the singular includes the plural and the plural includes the singular;
 - (ii) a person means a person bound by these By-laws and includes a body corporate, an unincorporated association or any authority; and
 - (iii) a statute, regulation or provision of a state or regulation ("Statutory Provision") includes:
 - A that Statutory Provision as amended or re-enacted from time to time; and
 - B a statute, regulation or provision enacted in replacement of that Statutory Provision.

- (b) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning;
- (c) Headings are for convenience only and do not form part of these By-laws or affect interpretation;
- (d) Unless the context requires otherwise, words that have a defined meaning in the Act have the same meaning as these By-laws;
- (e) Terms that are not defined in this CMS but defined in the Act have the meanings given to them in the Act;
- (f) Terms that are not defined in Schedule A but are defined in this Schedule C have the meanings given to them in this Schedule C;
- (g) Reference to either gender includes a reference to the other gender;
- (h) Reference to the whole includes any part of the whole;
- (i) A reference to a person includes a firm, a Body Corporate, and unincorporated association or an authority;
- (j) Where these By-laws say that something can or must be done by the Body Corporate then that thing may be done by the Committee unless there is a legal restriction on the Committee doing so;
- (k) All By-laws must be construed so as to be valid, legal or enforceable in all respects. If any By-law is illegal, invalid or unenforceable it is to be read down to such extent as may be necessary to ensure that it is legal, valid or enforceable as may be reasonable in the circumstances so as to give a valid operation of a partial character. If any such By-law cannot be read down, it is deemed void and is severed and the remaining By-laws are not in any way affected or impaired.

2 NOISE & NUISANCE

- 2.1 An Owner and Occupier must not create noise likely to interfere with the peaceful enjoyment of a person lawfully on another Lot or the Common Property.
- 2.2 An Owner and Occupier must ensure:
 - (a) the volume of all musical instruments, radios, televisions and sound equipment played or operated by the Owner or its Invitees in the Lot is kept at a reasonably low level at all times; and
 - (b) no social gathering of people occurs on the Lot which may result in noise or the presence of such people interfering with the peaceful enjoyment of a person on another Lot or on the Common Property.
- 2.3 Occupiers must take all practical means to minimise annoyance to other Occupiers including by closing doors, windows and curtains and taking such further reasonable steps as may be within their power.
- 2.4 Invitees leaving after 11.00 pm must be requested to leave quietly. Quietness must also be observed when an Occupier returns late at night or in early morning hours.
- 2.5 Occupiers must not operate any electronic device or equipment which interferes with any domestic appliance or apparatus lawfully in use within the Scheme.
- 2.6 Occupiers must be appropriately dressed at all times when visible from Common Property, other Lots or outside the Scheme.

3 OBSTRUCTION OF COMMON PROPERTY

- 3.1 Occupiers must not:

- (a) Interfere with the lawful use of the Common Property;
- (b) Interfere with the use of access ways, footpaths or driveways on the Common Property or any easement giving access to or from Common Property;
- (c) Use access ways, footpaths or driveways on the Common Property for any purpose other than access.

4 VEHICLES & PARKING

- 4.1 An Owner must not, without the Body Corporate's written approval:
- (a) park any vehicle in areas set aside for visitor car parking (if any); or
 - (b) park any vehicles in areas set aside for another Owner or Occupier; or
 - (c) permit any Invitees' vehicles to be parked on the Common Property other than in the areas set aside for visitor car parking (if any).
- 4.2 An approval under By-law 4.1 must state the period for which it is given.
- 4.3 However, the Body Corporate may cancel the approval by giving 7 days written notice to the Owner.
- 4.4 Unless approved in writing by the Committee, Heavy Vehicles must not be parked in a Lots allocated carparking space.
- 4.5 Vehicles parked within the Scheme must be kept clean and in a roadworthy condition.
- 4.6 Washing of vehicles shall only occur in designated areas.
- 4.7 Occupiers must not exceed the Speed Limit while driving any vehicle on the Common Property. Occupiers must use their best endeavours to ensure that their Invitees do not exceed the Speed Limit.

5 IMPROVEMENTS TO COMMON PROPERTY

- 5.1 An Owner must not make any improvements to the Common Property without the prior written consent of the Body Corporate.
- 5.2 In giving its consent to any improvement, the Body Corporate may:
- (a) obtain advice from consultants; and
 - (b) recover the costs obtaining advice from consultants from the person seeking the Body Corporate's consent.
- 5.3 Any improvement made or sought to be made by an Owner:
- (a) will be maintained and repaired by the Owner unless the Body Corporate agrees to the contrary by resolution in a general meeting; and
 - (b) will comply with all Requirements.
- 5.4 The Body Corporate may remove any unauthorised improvement and recover the costs of doing so from the person responsible for the Improvement.

6 GARBAGE DISPOSAL

- 6.1 An Owner must:
- (a) if no receptacle is provided by the Body Corporate, maintain a receptacle for garbage;

- (i) within the Owner's Lot; or
 - (ii) on that part of the Common Property set aside for location of garbage receptacles.
- (b) comply with all Requirements relating to the disposal of garbage including any requirement of the Body Corporate and arrange for the regular removal of garbage from the Lot;
 - (c) ensure that the health, hygiene and comfort of other persons is not adversely affected by disposal of the Owner's garbage;
 - (d) use any garbage receptacle provided by the Body Corporate and separate, where necessary, any garbage so that full use is made of the receptacles provided by the Body Corporate and any recycling program implemented by the Local Government; and
 - (e) not place or dispose of any glass bottles or metal containers in the garbage chutes forming part of the Common Property.

6.2 The Committee may

- (a) clear away all rubbish, dirt or other material located on the Common Property or within a Lot; and
- (b) repair any damage caused to the Common Property or the Lot by any rubbish, dirt or other material, at the cost of the Owner of the offending Lot.

6.3 The Body Corporate has the power to devise and adopt a garbage storage removal system from time to time. Any system must be first approved by Council waste service division and must be complied with by Occupiers.

7 SIGNAGE

7.1 An Owner must not allow a sign on any part of the Common Property or the Owner's Lot without the prior written consent of the Body Corporate.

7.2 The Body Corporate may remove a sign to which it has not consented at the expense of the relevant Owner.

7.3 An Owner must return the Common Property or that part of the Owner's Lot to its original condition when a sign is removed.

8 ANTENNA RADIOS

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

9 AUCTION SALE

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

10 USE OF LOTS

10.1 An Owner must:

- (a) not obstruct the lawful use of the Common Property by someone else;
- (b) observe all Requirements in connection with the use of the Owner's Lot;
- (c) maintain the Owner's Lot in good order and condition;

- (d) pay to the Body Corporate any costs incurred by the Body Corporate in upgrading any Services or Service Infrastructure to accommodate any equipment which an Owner wishes to install in a Lot;
 - (e) lock all doors and fasten all windows in the Owner's Lot when the Lot is not occupied;
 - (f) not waste water and ensure that all water taps in the Owner's Lot are turned off after use;
 - (g) not to carry on or permit any noxious or offensive act, trade, business or occupation or call from a Lot;
 - (h) not to cause disturbance to other persons lawfully using any Lot or Common Property;
 - (i) not object (where the Body Corporate has signed a Management Agreement and/or a Letting Agreement), to the Manager named in the Management Agreement and/or the Letting Agent named in the Letting Agency Agreement using the Manager's Lot and/or Occupation Authority Area (as defined in those agreements) or any other lot in the Scheme as determined by the Manager or Letting Agent for the purpose of the conduct of the businesses permitted by those agreements;
 - (j) comply with all and any conditions which are contained in the benefit easements;
 - (k) comply with any Requirement relating to the fire doors located internally within a lot; and
 - (l) comply with all rules, regulations and directions at any time put in place in respect of the use and enjoyment of the servient tenements in the benefit easements.
- 10.2 Subject to these By-laws and the rights of the Manager and Letting Agent under the Letting Agency Agreement and the Management Agreement, use of the Lots must be for residential purposes only.
- 10.3 Lots must not be used:
- (a) for any purpose that may cause a nuisance or hazard or is in any manner likely to interfere with the peaceful enjoyment of other Occupiers or any person lawfully using the Common Property;
 - (b) for any illegal or immoral purpose that will interfere with the good reputation of the Scheme; or
 - (c) for any purpose that may endanger the safety or good reputation of persons residing within the Scheme.
- 10.4 Occupiers may, providing that it is lawful to do so, carry out a home occupation or business from a Lot and may receive visitors for that purpose providing:
- (a) the use does not conflict with the rights of the Manager or the Letting Agent under these By-laws or compete with the business conducted by the Manager or Letting Agent under a Management Agreement or a Letting Agency Agreement;
 - (b) the use is lawful and all necessary permits and insurances for the use are held;
 - (c) the use does not unreasonably interfere with the amenity of other Occupiers; and
 - (d) the Occupier obeys the reasonable directions and requirements of the Committee.

11 RIGHT OF ENTRY

- 11.1 The Body Corporate may enter a Lot with workmen and other authorised persons and necessary materials and appliances to:
- (a) comply with any Requirement involving the destruction of noxious animals, rodents or other pests; and
 - (b) carry out any repairs, alterations, renovations, inspections, extensions or works in relation to any Services or Service Infrastructure.
- 11.2 In the case of emergency no notice will be required under By-Law 11.1.

- 11.3 Anything undertaken by the Body Corporate under this By-Law will be paid for by the Owner of the relevant Lot where the need for the Body Corporate to do that thing is due to any act or default of the Owner.
- 11.4 In exercising its rights under this By-law the Body Corporate must ensure that it causes as little inconvenience to the Owner of the Lot as is reasonable in the circumstances.
- 11.5 The Body Corporate, its servants or agents may enter a Lot at any time to fasten any doors, windows or locks and such entry will not constitute a trespass.

12 BODY CORPORATE RIGHTS

- 12.1 The Body Corporate may take steps to ensure the security of the Lots in the Scheme and the observance of these By-laws by any Owner or Occupier, including, without limitation:
- (a) restricting access to any part of the Common Property whether on a temporary or permanent basis including areas used for the location of Services and Service Infrastructure;
 - (b) allowing a designated part of the Common Property to be used by any security person, firm or company;
 - (c) obtaining, installing and maintaining locks, alarms, communications systems and other security devices; or
 - (d) determining rules under which persons are given access to any part of the Common Property.

13 INVITEES

- 13.1 An Owner will take all reasonable steps to ensure that Invitees do not obstruct any other person's use of the Common Property or an Owner's Lot.
- 13.2 An Owner will compensate the Body Corporate for all damage to the Common Property caused by Invitees.
- 13.3 An Owner of a Lot will take all reasonable steps to ensure that Invitees comply with these By-laws.

14 NOTICE OF DEFECT

- 14.1 An Owner must promptly notify the Committee of any damage to or defect in any of the Services.
- 14.2 The Body Corporate may make repairs or renovations as it deems necessary for the safety and preservation of the Common Property, Body Corporate Assets and Services and Service infrastructure.

15 REQUEST TO SECRETARY

- 15.1 An Owner will direct any requests for consideration of any matter to be referred to the Body Corporate or the Committee to the Secretary of the Body Corporate Manager.

16 NOTICES

- 16.1 All notices displayed on the Common Property by the Committee or any statutory authority will be complied with by the Owners.

17 COPY OF BY-LAWS

- 17.1 Owners will provide any tenant or other Occupier of the Lot with a copy of these By-laws.

18 POWER OF COMMITTEE

- 18.1 The Committee may make rules (in addition to those specifically provided for elsewhere in these By-laws) relating to the Common Property or Body Corporate Assets which are not inconsistent with these By-laws or any Requirement and those rules are binding on the Owners.
- 18.2 Occupiers must comply with any rules relating to the Common Property and/or assets of Body Corporate made under this By-law.

19 RECOVERY OF COSTS

- 19.1 The Body Corporate may recover its costs as a liquidated debt immediately due, in connection with:
- (a) recovery of levies or other moneys payable by an Owner to the Body Corporate; or
 - (b) (under these By-laws, the Act or the Accommodation Module), undertaking an obligation of any Owner under By-laws; or
 - (c) (under these By-laws, the Act or the Accommodation Module), undertaking an obligation remedying a Breach of these By-laws by an Owner,
- from the relevant Owner.
- 19.2 Where the Body Corporate incurs Costs as a result of a Breach, the Body Corporate will be entitled to and the Committee may, in its absolute discretion:
- (a) seek an order of an Adjudicator under the Act requiring the Owner who committed the Breach, or who is responsible for the Breach (if the Breach was committed by an Occupier or Invitee), to pay the Body Corporate's Costs; or
 - (b) recover its Costs as a debt in an action in any Court of competent jurisdiction from the Owner who committed the Breach or who is responsible for the Breach (if the Breach was committed by an Occupier or Invitee).

20 INTEREST

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

21 SALE OF LOTS

- 21.1 The Original Owner and its agents and any person authorised by it may:
- (a) use any Lot as a display unit and sales unit;
 - (b) despite other provisions in these By-laws, place any signs and other advertising and display material in and about the Lot and about the Common Property; and
 - (c) together with persons authorised by it, pass over the Common Property to gain access to and egress from any Lot.

22 BICYCLES

- 22.1 The occupier of a Lot will not, without the Body Corporate's written approval:
- (a) ride a bicycle, skateboard or roller blades on the Common Property; or
 - (b) permit an Invitee to ride a bicycle, skateboard or roller blades on the Common Property.

22.2 Bicycles shall only be stored in bicycle racks provided by the Body Corporate and must be locked to prevent theft. Bicycles may only be brought into and out of the Scheme by way of the car park entry.

23 LIFT

23.1 When using the lift an Owner or Invitee must observe any notices displayed in the Lift or at the entrance to or exit from the Lift by any statutory authority or by the Body Corporate.

24 SECURITY SYSTEM

24.1 The Body Corporate may operate a security system under which:-

- (a) parts of the Common Property are secured against entry by unauthorised persons; and
- (b) locks and other security devices or procedures are used to implement the security system.

24.2 The Body Corporate is not liable for any loss or damage suffered to persons or property because:

- (a) the security system fails or there is unauthorised entry to any part of the Common Property; or
- (b) the security system is not operating.

24.3 The Committee may employ servants or agents to operate the security system.

25 INTERNET PROVIDER SERVICE

25.1 The Letting Agent may operate an internet provider service in the Scheme and may install, lay, use, repair, maintain and replace cabling and other equipment necessary for the operation of such a service throughout the Lots and Common Property.

25.2 The Letting Agent may charge Owners for the use of the internet provider service operated under By-law 25.1.

26 EXCLUSIVE USE AREAS AND ASSETS

Specific identification in By-law

26.1 Occupiers, for the time being, of Lots identified in Schedule E are entitled to the exclusive use to the rights and enjoyment of or other special rights about that part of the Common Property ("EU Areas") or those Body Corporate assets ("EU Assets"):

- (a) specifically identified in Schedule E; and
- (b) for the purposes set out in Schedule E.

26.2 For the purposes of Section 171 (3)(b)(i) of the Act, an allocation under this By-law may stop applying to a Lot only if the Owner of the Lot agrees in writing to the revocation before the allocation is revoked under this By-law. For avoidance of doubt, this By-law provides for the revocation of an allocation.

26.3 Owners of Lots to which this exclusive use By-law attaches must:

- (a) at their own expense, keep the EU Areas neat and tidy;
- (b) at their own expense, maintain the EU Assets; and
- (c) as far as is lawful, perform the duties of the Body Corporate in respect of the EU Areas and EU Assets.

26.4 EU Areas which are not kept tidy and clean, will be tidied and cleaned by the Body Corporate at the expense of the Owner of the Lot to which the exclusive use By-law attaches;

- 26.5 EU Assets which are not maintained will be maintained by the Body Corporate at the expense of the Owner of the Lot to which the exclusive use By-law attaches.
- 26.6 EU Areas to be used for purposes of car parking and storage must:
- (a) only be used for the purposes of car parking and storage as designated; and
 - (b) not be enclosed, unless enclosed by the Original Owner, without written approval of the Committee. If approval is given, only methods of enclosure and storage systems approved in writing by the Committee may be used.
- 26.7 EU Areas which are car parking spaces which have EU Areas that are storage areas adjacent to them to which there is no means of access other than through the car parking space must not be surrendered and/or reallocated under either an authorised allocation or an agreed in allocation (under Section 171(1)(b) of the Act) unless the adjacent storage area is also surrendered and/or re-allocated so that, at all times there is a lawful means of access to the storage area.

Authorised Allocations

- 26.8 The Original Owner is authorised to allocate for the exclusive use to the rights and enjoyment of or other special rights about Common Property and Body Corporate assets for the purposes of this By-law and Section 171(1)(b)(i) of the Act ("Authorised Allocations").
- 26.9 The Authorised Allocations may be made at any time during the "base allocation period" as that term is defined in Section 174(2)(a) of the Act
- 26.10 The Authorised Allocations are effected by the Original Owner giving details of the allocations to the Body Corporate, including:
- (a) the Lot to which the allocation will attach;
 - (b) the area of Common Property or Body Corporate asset allocated; and
 - (c) the Purpose of the allocation.
- 26.11 If a notification of an Authorised Allocation is made, the Body Corporate must comply with the provisions of Section 175 of the Act in relation to lodging a request to record a new community management statement
- 26.12 In this By-law, "Purposes" means:
- (a) car parking purposes;
 - (b) storage area purposes;
 - (c) courtyard area purposes;
 - (d) balcony area purposes;
 - (e) air-conditioning unit keeping purposes;
 - (f) antenna and other communications devices keeping purposes;
 - (g) toilet and/or washroom use purposes;
 - (h) signage area purposes;
 - (i) access purposes;
 - (j) general recreational area purposes; and
 - (k) to the extent lawful, any-other lawful purpose determined by the Original Owner.

26.13 In accordance with Section 171(b)(i) of the Act the Original Owner is authorised under these By-laws to make Authorised Allocations and the Authorised Allocations may be carried out or effected by the Original Owner or any Original Owner's agent.

27 GAS BARBEQUES

27.1 An Owner must not store or operate a gas barbeque on the balcony of the Lot without first obtaining the written consent of the Committee. When requesting the Committee's approval for a gas barbeque, the Owner must provide to the Committee the following minimum information:

- (a) details of the make, model and specifications of the gas barbeque;
- (b) the number of gas burners installed in the gas barbeque;
- (c) the size of the gas cylinder serving the gas barbeque; and
- (d) the rating, classification and proposed location of a fire extinguisher within the Owner's Lot for dealing with a gas barbeque fire.

27.2 In giving its consent to the storage and operation of a gas barbeque on the balcony of a Lot, the Committee may impose any conditions the Committee considers necessary to ensure the Body Corporate complies with any Requirements relating to the storage, operation, maintenance and inspection of a gas barbeque on the balcony of a Lot.

27.3 In addition to any conditions imposed by the Committee under By-law 27.2, the Owner must comply with the following:

- (a) the gas barbeque must be of steel construction and not incorporate materials such as timber or plastic in the construction (unless they are non-combustible) with the exception of attachments such as handles, knobs and similar attachments of a minor nature;
- (b) the gas barbeque must not contain more than 4 gas burners;
- (c) the gas cylinder serving the gas barbeque must be limited to a maximum of 4.5 kg;
- (d) the Owner must locate the gas barbeque in spaces on the balcony of the Lot which are naturally ventilated;
- (e) The Owner must ensure that all combustible items such as furniture, wall fixtures and pots are located a minimum of 1.5 metres from the closest edge of the gas barbeque;
- (f) the Owner must ensure there are no combustible items located above the gas barbeque;
- (g) the Owner must ensure the gas barbeque is not located adjacent to openings such as sliding balcony doors or sliding windows;
- (h) the Owner must implement a set procedure for dealing with a gas barbeque fire without endangering the Owner or Invitees or risking the spread of fire. As a minimum requirement, the Owner must install to the satisfaction of the Committee a suitably rated and classified fire extinguisher and must maintain the fire extinguisher in good condition;
- (i) the Owner must install a safety sign in the form approved by the Committee detailing the inspection, maintenance and safe use regimes for the gas barbeque in a location immediately adjacent to the gas barbeque;
- (j) the Owner must pay the manufacturing costs of the safety sign required under By-law 27.3(i) when requested by the Committee.

27.4 An approval given by the Committee under By-law 27.2 will relate only to the specified gas barbeque. If an Owner intends to replace an approved gas barbeque, the Owner must repeat the process of seeking the written consent of the Committee for the proposed replacement gas barbeque in accordance with By-law 27.1.

- 27.5 If an Owner contravenes any of the conditions of approval imposed by the Committee or any of the conditions specified in By-law 27.3, the Body Corporate or the Committee may after giving two warnings to the Owner require the immediate and permanent removal of the gas barbeque from the Lot.
- 27.6 The Body Corporate, its servants or agents may enter a Lot at any time to inspect and test the operation of an approved gas barbeque and to check the Owner's compliance with the requirements for the storage and operation of an approved gas barbeque under this By-law and such entry will not constitute a trespass.

28 DAMAGE TO GARDENS AND LANDSCAPING

- 28.1 The Owner must not without the Body Corporate's written approval:
- (a) damage a garden, tree, shrub, plant or flower on the Common Property; or
 - (b) use part of the Common Property as a garden.
- 28.2 An approval under By-law 28.1 must state the period for which it is given.
- 28.3 However, the Body Corporate may cancel the approval by giving 7 days written notice to the Owner.

29 DAMAGE TO COMMON PROPERTY

- 29.1 An Owner must not without the Body Corporate's written approval, mark, paint drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the Common Property.
- 29.2 However, an Owner may install a locking or safety device to protect the Lot against intruders, or a screen to prevent entry of animals or insects, if the device or screen is soundly built and is consistent with the colour, style and materials of the Scheme building.
- 29.3 An Owner must keep a device installed under By-law 29.2 in good order and repair.
- 29.4 Occupiers must not alter, operate, damage or in any way deface any structure that forms part of the Common Property without the written consent of the Committee.

30 APPEARANCE OF A LOT

- 30.1 The purpose of this By-law is to ensure that the Scheme remains at all times:
- (a) visually uniform;
 - (b) tidy in appearance; and
 - (c) having garden areas and plants which are compatible and conform with the landscaping of the Scheme generally.
- 30.2 An Owner must not without the Body Corporate's written approval, make a change to the external appearance of the Lot unless the change is minor and does not detract from the amenity of the Lot and its surrounds
- 30.3 An Owner must not, without the Body Corporate's written approval:
- (a) hang washing, bedding, or another cloth article if the article is visible from another Lot or the Common Property, or from outside the Scheme Land; or
 - (b) hang curtains visible from outside the Lot unless the colour and design of the backing of the curtains has first been approved in writing by the Committee; or

- (c) permanently store household items on the balconies of the Lot except for outdoor furniture, an electric barbeque, a gas barbeque approved under By-law 27 and a limited number of pot plants; or
 - (d) display a sign, advertisement, placard, banner, pamphlet or similar article so that the article is visible from another Lot or the Common Property, or from outside the Scheme Land; or
 - (e) An Owner must not install, renovate or replace a curtain backing without first obtaining the approval in writing of the Committee to the colour and design of the curtain backing, in giving its approval, the Committee must ensure that the appearance of the curtain backing of all Lots is as uniform as possible when viewed from outside the Scheme Land.
- 30.4 An Occupier of a Lot which contains any garden area or feature plants must maintain that area or plants so as to achieve the purpose of this By-law.

31 STORAGE OF FLAMMABLE MATERIALS

- 31.1 An Owner must not, without the Body Corporate's written approval, store a flammable substance on the Common Property.
- 31.2 An Owner must not, without the Body Corporate's written approval, store a flammable substance on the Lot unless the substance is used or intended for use for domestic purposes.
- 31.3 However, By-laws 31.1 and 31.2 do not apply to the storage of:-
- (a) fuel in the fuel tank of a vehicle, boat, or internal combustion engine; or
 - (b) fuel in a tank kept on a vehicle or boat in which the fuel is stored under the requirements of the law regulating the storage of a flammable liquid; or
 - (c) flammable substance stored by the Manager for the purpose of undertaking its duties and obligations.
- 31.4 Despite By-law 31.2 an Owner must not store or operate a gas barbeque on the balcony of the Lot unless the Owner has first obtained the Body Corporate's written approval for the use of a nominated gas barbeque on the balcony of the Owner's Lot under By-law 27.

32 KEEPING OF ANIMALS

- 32.1 Subject to section 181 of the Act and any law or regulation (including local government By-laws) relating to the keeping of animals, an owner or occupier of a Lot shall not without the prior written approval of the Body Corporate or the Committee bring or keep any animal on its Lot or on the Common Property or permit any Invitee to bring or keep any animal on the Lot or the Common Property.
- 32.2 Any such approval may be given subject to the following conditions determined by the Body Corporate or the Committee:
- (a) the relevant animal must be restricted to the Owner or Occupiers' Lot and any area set aside for the exclusive use of that Lot;
 - (b) the animal must be properly restrained or controlled at all times;
 - (c) the Owner or Occupier must prevent such animal from causing a nuisance, whether by noise or otherwise, at all times; and
 - (d) any approval granted extends only to the individual animal specified in the approval.
- 32.3 If any of the conditions specified in By-law 32.2 are contravened the Body Corporate or the Committee may after giving 2 warnings to the Owner or to the Occupier require the immediate and permanent removal of the animal from the Lot and Common Property.

33 AIR-CONDITIONING

- 33.1 An Owner must maintain at its own cost the Air Conditioning Equipment for its Lot in good working order and condition and generally to the satisfaction of the Body Corporate.
- 33.2 If the Body Corporate is of the reasonable opinion that an Owner is not maintaining the Air Conditioning Equipment in accordance with By-law 33.1, then the Body Corporate and any contractor authorised by it may enter the Lot at all reasonable times upon reasonable notice to the Owner to affect any necessary repairs and maintenance to the Air Conditioning Equipment.
- 33.3 The Body Corporate may recover the costs of carrying out the works referred to in By-law 33.2 from the Owner as a debt.
- 33.4 Approval shall be granted to any Owner to install additional air conditioning unit(s) ("unit") on Common Property. Such Body Corporate approval shall be taken as given when the following is complied with:-
- (a) A written application for approval shall be submitted to the Body Corporate;
 - (b) An application must contain sufficient details to the satisfaction of the committee to enable appropriate consideration of the application;
 - (c) Sufficient details are to include (but are limited to) a sketch plan indicating positioning, size, colour and style of such unit;
 - (d) Committee approval may be effected by an authorising endorsement of a majority of committee members on the written application;
 - (e) All units must be of a high standard and installed by a competent tradesperson;
 - (f) All units must be kept in clean condition and good state of repair by the owner or occupier at all times;
 - (g) All costs relating to such units shall be borne by the relevant Owner and the Body Corporate shall not be responsible for any costs whatsoever in relation to such units;
 - (h) All necessary precautions shall be taken to ensure the units do not cause any unnecessary noise or nuisance to other occupiers in the complex, or adjoining neighbours.

34 STRUCTURAL ALTERATIONS OR RENOVATIONS TO A LOT.

- 34.1 For the purposes of this By-law "Works" includes:-
- (a) structural alterations; or
 - (b) renovation works; or
 - (c) works associated with any Services, to the Lot.
- 34.2 An Owner must not undertake any Works without first obtaining the written consent of the Committee. When requesting the Committee's approval, the Owner must provide to the Committee the following minimum information in relation to the proposed Works:-
- (a) plans of the proposed Works;
 - (b) a proposed construction timetable; and
 - (c) details of the contractors to undertake the proposed Works.
- 34.3 In giving its consent to any Works to be undertaken by an Owner, the Committee:-
- (a) must act reasonably; and

- (b) may impose conditions to apply to the construction of the Works.
- 34.4 In addition to any conditions imposed by the Committee under By-law 34.3, the Owner must ensure that the approved Works are undertaken:-
- (a) in a proper and workmanlike manner;
 - (b) in accordance with the plans and specifications approved by the Committee;
 - (c) in accordance with all Requirements; and
 - (d) without any interference to the Services.
- 34.5 An Owner must rectify to the satisfaction of the Committee and at the cost of the Owner any damage caused to the Common Property as a result of the construction of the Works.
- 34.6 Unless specifically shown as such on the Council approved plans for the Scheme, balconies and terraces are to remain unenclosed and there are to be no shutters, glazing, louvers, blinds or similar structures on balconies and terraces.
- 34.7 For avoidance of doubt, Owners must not make alterations to the floor finish to replace the floor finish installed by the Original Owner without approval in writing of the Committee which may be given subject to conditions. The Committee in giving any such approval must ensure that the finishes installed do not permit the transfer of noise from the floor or a Lot into a Lot located below the relevant Lot in the building such as using wooden floorboards or parquetry as the floor finishes.
- 34.8 Air-conditioning systems may only be installed in exclusive use areas designated for installation or in areas, including within a Lot, and designated by the Committee. All such systems must comply with all relevant standards in respect of noise omissions and otherwise as directed by the Committee.

35 MAINTENANCE OF LOTS

- 35.1 Occupiers must
- (a) maintain their Lot and keep it clean and free of rubbish and vermin;
 - (b) keep accessible windows and glass clean;
 - (c) maintain and repair their Lot so that it is not offensive in appearance to other Occupiers; and
 - (d) ensure that all balconies and terraces forming part of their Lot do not leak resulting in water escaping into other Lots or Common Property.
- 35.2 If the Committee gives the Occupier reasonable notice of the intention to enter the Lot for inspection or to carry out works, an Occupier must permit representatives and agents of the Body Corporate access to the Lot at all reasonable times for the purpose of inspection and carrying out works to rectify any Breach.

36 CLEARING OF POST BOXES

- 36.1 Occupiers (and if the Lot is vacant, Owners) must regularly clear the post box for the Lot.

37 INFECTIOUS DISEASES

- 37.1 Occupiers must:
- (a) immediately give Notice to the Body Corporate of any serious infectious disease contracted by the Occupier or an invitee; and
 - (b) include in such Notice details of all relevant information related to that disease.

38 INSURANCE

- 38.1 Occupiers must not bring on to, do or keep anything in or on their Lots which may increase the rate of insurance of the Scheme or which may conflict with the laws relating to fires or any insurance policy for the Scheme or the regulations of any public authority.

39 USE OF FACILITIES

- 39.1 Occupiers must use facilities in Lots and within the Common Property properly and not for any purpose for which they were not intended for use.

40 NO SMOKING

- 40.1 Occupiers must not at any time smoke cigarettes or any other substance whilst on Common Property.
40.2 In Lots, cigarette ash must not be dropped off balconies or out of windows.

41 EMPOWERING BY-LAW

- 41.1 The Body Corporate is empowered to negotiate and to enter into such agreements and deeds for administration, caretaking, maintenance, services and security (collectively "Services") as it decides in its discretion are to its benefit.
- 41.2 The Body Corporate is further empowered to regulate the provision of any Services throughout the Scheme and contributions toward the cost of the Services.
- 41.3 Without limitation and by way of example, under this By-law the Body Corporate may enter into arrangements with a third party ("Service Managers") for the purchase and supply to the Body Corporate and Occupiers of electricity, gas, chilled water (to enable the operation of air-conditioning systems) etc ("Consumables"). Under such an arrangement Occupiers may be charged, by either the Body Corporate or a Service Manager, either a flat fee or a fee based on use (or a combination of both) for the consumption of the Consumables as well as administration charges. The Committee may, from time to time, make, delete or add to rules relating to such arrangements. Occupiers, as a condition of the supply of the Consumables, must comply with any such rules.

42 BREACH

- 42.1 If an Occupier commits a Breach, the Body Corporate may give the Owner and Occupier a Notice to remedy the Breach within 14 days.
- 42.2 If the Owner or Occupier fails to remedy the Breach, the Body Corporate may, on a further 3 days Notice to the Owner and Occupier, enter the Lot and carry out any necessary works to remedy the Breach.
- 42.3 If an Occupier commits a Breach and the Committee deems it to be an emergency situation, the Body Corporate may immediately enter the Lot and carry out the necessary works to remedy the Breach.
- 42.4 For avoidance of doubt, the Body Corporate may recover its costs in respect of that Breach in accordance with these By-laws and under the Act.

43 LEVIES

- 43.1 If a contribution levy pursuant to the Act is unpaid 30 days after it falls due for payment, then the Owner will have committed a Breach. Interest must be charged on the amount of unpaid contribution at an annual rate to be determined by the Committee from time to time, unless otherwise the Committee

determines not to charge interest. If no such determination has been made then interest must be charged at a rate of two-and-a half percent per a month or any part month.

- 43.2 A joint Owner or co-Owner of a Lot is jointly and severally liable for the payment of contribution levies and any applicable interest.
- 43.3 Unpaid contributions and interests and all Body Corporate administrative costs and legal costs (on a solicitor and owned client basis) associated with collecting the unpaid amounts are recoverable by the Body Corporate as a liquidated debt.

44 CORRESPONDENCE

- 44.1 All complaints or applications to the Body Corporate or the Committee must be addressed in writing to the Secretary and not to any other member of the Committee.

45 FIRE ALARMS

- 45.1 Occupiers who cause the fire alarm to be set off must pay the costs of the Body Corporate incurred as a result, including any call out charges of the Fire Brigade.
- 45.2 Occupiers must not without the written permission of the Committee, store a flammable substance on the Lot unless the substance is used or intended to be used for domestic purposes.

46 LETTING AGENT

- 46.1 While the Letting Agent holds an authorisation from the Body Corporate to act as a Letting Agent for the Scheme, the Letting Agent may conduct a Letting Agents business from the Scheme to the exclusion of all others.
- 46.2 Despite anything to the contrary in these By-laws, the Letting Agent may affix and display on the Common Property such signs and advertisements as may be reasonably required by the Letting Agent in the performance of its services and in the exercise of its rights under any agreement entered into between the Letting Agent and the Body Corporate.

47 MANAGER – EXCLUSIVE RIGHTS

- 47.1 While the Manager holds an appointment from the Body Corporate to manage and maintain the Common Property (in accordance with the terms of that appointment), the Manager may provide its services to the Body Corporate to the exclusion of all others.

48 LETTING AGENT AND MANAGER

- 48.1 Whilst the Letting Agent holds an authorisation from the Body Corporate to act as Letting Agent for the Scheme and/or the Manager holds an appointment from the Body Corporate to manage and maintain the Common Property (the "Agreements"), the Body Corporate:
- (a) will not directly or indirectly provide any of the services set out in the Agreements;
 - (b) will not permit any person, including its staff to carry on or render or be concerned in any business which competes with the business carried on by the Letting Agent or Manager under the Agreements;
 - (c) will not enter into with any other person an agreement, authority or appointment which is similar to the Agreements; or

- (d) the Body Corporate will not make any part of the Common Property available to any person for the purpose of conducting any business which competes with the business carried on by the Letting Agent or Manager under the Agreements.

49 ORIGINAL OWNER

- 49.1 Whilst the Original Owner remains an Owner of any Lot in the development, the Original Owner and its contractors, agents and those authorised by it will be entitled to:
- (a) undertake works necessary to complete the Development, including excavation, general earthworks, the installation of drainage, utility services, irrigation, construction of improvements;
 - (b) enter onto land within the Development with any vehicles, workers or equipment to undertake the works;
 - (c) bring heavy earthmoving equipment onto the Common Property or other Lots in the Development owned by the Original Owner in order to complete the Development; and
 - (d) use the Common Property or other Lots in the Development owned by the Original Owner to:
 - (i) give access to and egress from any part of the Development with or without vehicles and equipment (or either of them); and
 - (ii) store building materials, vehicles, equipment or fill.
- 49.2 In exercising its rights under this By-law, the Original Owner will use reasonable endeavours to prevent undue interference with the enjoyment by Occupiers of their respective Lot and the Common Property;
- 49.3 While any construction or building operations are occurring within the Development, Occupiers must comply with the reasonable directions of the Original Owner (and persons authorised by it). While any construction or building operations are occurring within the Development, Occupiers must comply with the reasonable directions of the Original Owner (and persons authorised by it). In particular, they must comply with any altered traffic (vehicle and pedestrian) flow directions.
- 49.4 Occupiers must not object to any noise, nuisance or other inconvenience which may arise as a result of the Original Owner exercising its rights under this By-law.

50 DISPLAY UNIT AND PROMOTIONAL FUNCTIONS

- 50.1 Despite anything else in these By-laws, the Original Owner may:
- (a) use any Lot or permit any Lot to be used, for the purposes of a Display Unit; and
 - (b) erect signage, or permit signage to be erected within the Scheme (provided this complies with all laws);
 - (c) carry out any promotional and marketing functions from the Common Property (but must minimise the disturbance to Occupiers in doing so).

SCHEDULE D	OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED
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All lots in the Scheme are affected by the following types of Statutory Easements:-

1. An easement for lateral and subjacent support pursuant to Section 115N of the Land Title Act 1994 ("LTA");
2. An easement for supplying utility services to the lot and establishing and maintaining utility infrastructure reasonable necessary for supplying the utility services pursuant to section 115O of the LTA;
3. An easement in favour of the Common Property of the Scheme against the lot for supplying utility services to the Common Property and establishing and maintaining utility infrastructure reasonably necessary for supplying utility services to the Common Property pursuant to section 115P of the LTA;
4. An easement for shelter pursuant to section 115Q of the LTA;
5. An easement for projections pursuant to section 115R of the LTA;
6. An easement for maintenance or replacement of a building on or close to the boundary of a lot pursuant to section 115S of the LTA;
7. Services for scheme located on the attached Service Location Diagram marked "Plan A".

Lot on Plan	Statutory Easement	Service Location Diagrams
Common Property	Communications, electricity, gas, sewerage, storm water, water	See diagram attached and marked "SLD-A"
LOTS 101-107;201-208;301-308;401-408;501-508;601-606 ON SP 274672	Communications, electricity, gas, sewerage, storm water, water	See diagram attached and marked "SLD-A"

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

Lot on Plan	Exclusive Use Area of Common Property	Use
Lot 101 on SP 274672	Area EU101 on attached Sketch Plan marked "EUA-B"	Car park
Lot 102 on SP 274672	Area EU102 on attached Sketch Plan marked "EUA-B"	Car park
Lot 103 on SP 274672	Area EU103 on attached Sketch Plan marked "EUA-B"	Car park
Lot 104 on SP 274672	Area EU104 on attached Sketch Plan marked "EUA-B"	Car park
Lot 105 on SP 274672	Area EU105 on attached Sketch Plan marked "EUA-B"	Car park
Lot 106 on SP 274672	Area EU106 on attached Sketch Plan marked "EUA-B"	Car park
Lot 107 on SP 274672	Area EU107 on attached Sketch Plan marked "EUA-B"	Car park
Lot 201 on SP 274672	Area EU201 on attached Sketch Plan marked "EUA-A"	Car park
Lot 202 on SP 274672	Area EU202 on attached Sketch Plan marked "EUA-A"	Car park
Lot 203 on SP 274672	Area EU203 on attached Sketch Plan marked "EUA-A"	Car park
Lot 204 on SP 274672	Area EU204 on attached Sketch Plan marked "EUA-A"	Car park
Lot 205 on SP 274672	Area EU205 on attached Sketch Plan marked "EUA-A"	Car park
Lot 206 on SP 274672	Area EU206 on attached Sketch Plan marked "EUA-B"	Car park
Lot 207 on SP 274672	Area EU207 on attached Sketch Plan marked "EUA-B"	Car park
Lot 208 on SP 274672	Area EU208 on attached Sketch Plan marked "EUA-B"	Car park
Lot 301 on SP 274672	Area EU301 on attached Sketch Plan marked "EUA-A"	Car park
Lot 302 on SP 274672	Area EU302 on attached Sketch Plan marked "EUA-A"	Car park
Lot 303 on SP 274672	Area EU303 on attached Sketch Plan marked "EUA-A"	Car park
Lot 304 on SP 274672	Area EU304 on attached Sketch Plan marked "EUA-A"	Car park
Lot 305 on SP 274672	Area EU305 on attached Sketch Plan marked "EUA-A"	Car park

Lot on Plan	Exclusive Use Area of Common Property	Use
Lot 306 on SP 274672	Area EU306 on attached Sketch Plan marked "EUA-A"	Car park
Lot 307 on SP 274672	Area EU307 on attached Sketch Plan marked "EUA-A"	Car park
Lot 308 on SP 274672	Area EU308 on attached Sketch Plan marked "EUA-A"	Car park
Lot 401 on SP 274672	Area EU401 on attached Sketch Plan marked "EUA-A"	Car park
Lot 402 on SP 274672	Area EU402 on attached Sketch Plan marked "EUA-A"	Car park
Lot 403 on SP 274672	Area EU403 on attached Sketch Plan marked "EUA-A"	Car park
Lot 404 on SP 274672	Area EU404 on attached Sketch Plan marked "EUA-A"	Car park
Lot 405 on SP 274672	Area EU405 on attached Sketch Plan marked "EUA-A"	Car park
Lot 406 on SP 274672	Area EU406 on attached Sketch Plan marked "EUA-A"	Car park
Lot 407 on SP 274672	Area EU407 on attached Sketch Plan marked "EUA-A"	Car park
Lot 408 on SP 274672	Area EU408 on attached Sketch Plan marked "EUA-A"	Car park
Lot 501 on SP 274672	Area EU501 on attached Sketch Plan marked "EUA-A"	Car park
Lot 502 on SP 274672	Area EU502 on attached Sketch Plan marked "EUA-A"	Car park
Lot 503 on SP 274672	Area EU503 on attached Sketch Plan marked "EUA-A"	Car park
Lot 504 on SP 274672	Area EU504 on attached Sketch Plan marked "EUA-A"	Car park
Lot 505 on SP 274672	Area EU505 on attached Sketch Plan marked "EUA-A"	Car park
Lot 506 on SP 274672	Area EU506 on attached Sketch Plan marked "EUA-A"	Car park
Lot 507 on SP 274672	Area EU507 on attached Sketch Plan marked "EUA-A"	Car park
Lot 508 on SP 274672	Area EU508 on attached Sketch Plan marked "EUA-A"	Car park
Lot 601 on SP 274672	Area EU601A and EU601B on attached Sketch Plan marked "EUA-A"	Car park
Lot 601 on SP 274672	Area EU601C on attached Sketch Plan marked "EUA-A"	Storage

Lot on Plan	Exclusive Use Area of Common Property	Use
Lot 602 on SP 274672	Area EU602 on attached Sketch Plan marked "EUA-A"	Car park
Lot 602 on SP 274672	Area EU601D on attached Sketch Plan marked "EUA-A"	Storage
Lot 603 on SP 274672	Area EU603A and EU603B on attached Sketch Plan marked "EUA-A"	Car park
Lot 604 on SP 274672	Area EU604 on attached Sketch Plan marked "EUA-A"	Car park
Lot 605 on SP 274672	Area EU605 on attached Sketch Plan marked "EUA-A"	Car park
Lot 606 on SP 274672	Area EU606 on attached Sketch Plan marked "EUA-A"	Car park

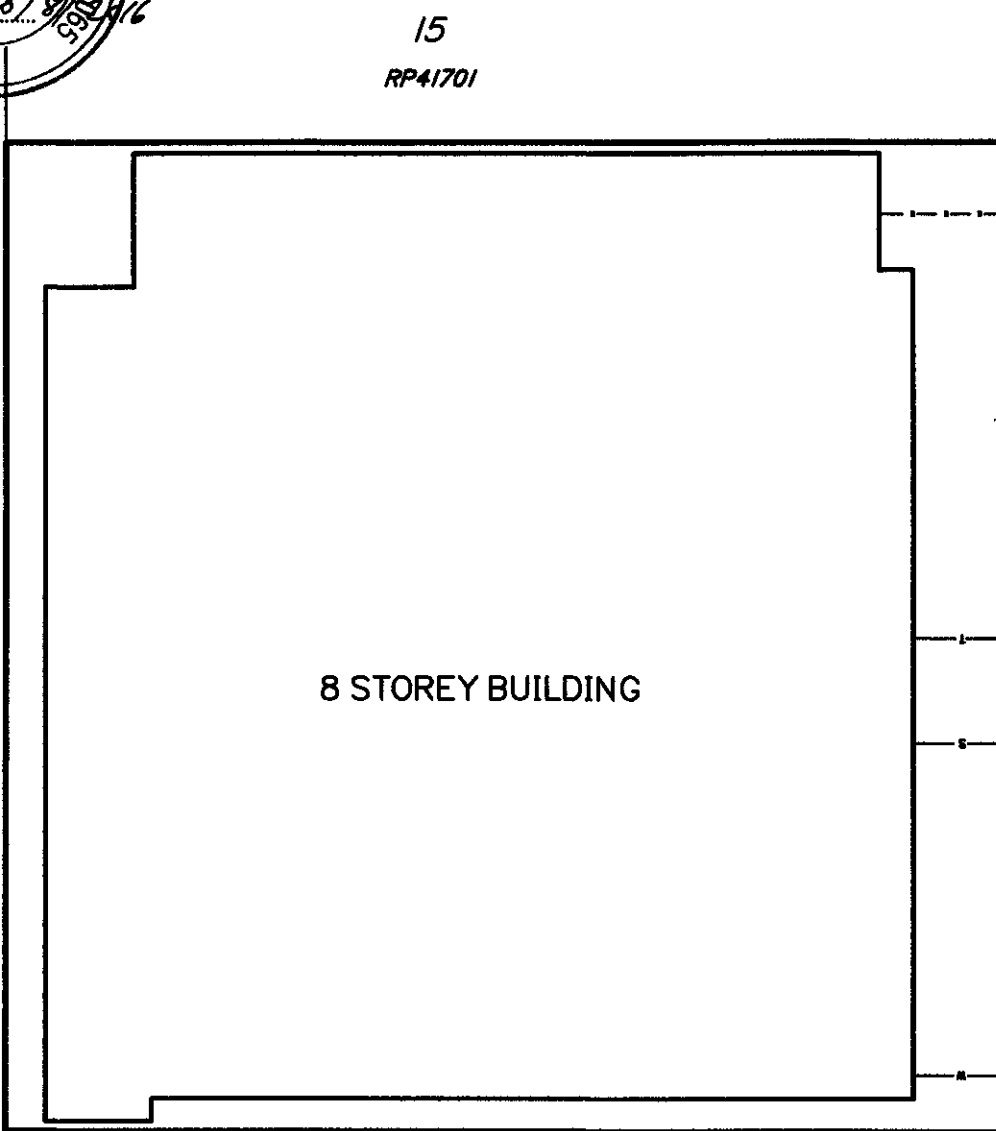
WM SURVEYS PTY LTD - Cadastral Surveyors
 (ACN 133 397 065) hereby certify that the
 details shown on this site plan are correct.

CMS

Sheet of



15
 RP41701



GALLAGHER STREET

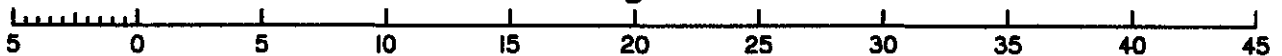
36
 RP48263

8 STOREY BUILDING

20
 RP41701

Note : Service locations drawn from
 information supplied by builder.

Scale 1:300 - Lengths are in Metres.



LEGEND

- S — Sewerage
- W — Water
- E — Power
- SW — Stormwater
- T — Telstra
- G — Gas

Name of C.T.S.

PARKSIDE KEDRON C.T.S.

Description

SERVICE LOCATION DIAGRAM

**PARKSIDE KEDRON C.T.S.
 COMMON PROPERTY ON SP274672**

Brisbane City Council

WM SURVEYS PTY LTD

P.O.Box 7220
 Brendale QLD. 4500
 www.wmsurveys.com.au
 Ph 0419 685 538 Fax 07 3882 5168
 ACN 133 397 065 ABN 91 133 397 065

Issue:

A

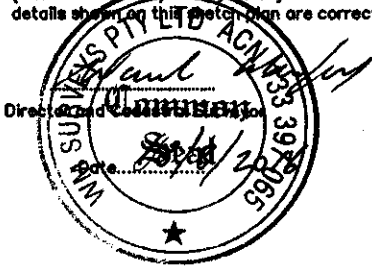
Ref.

**1464
 SLD-A**

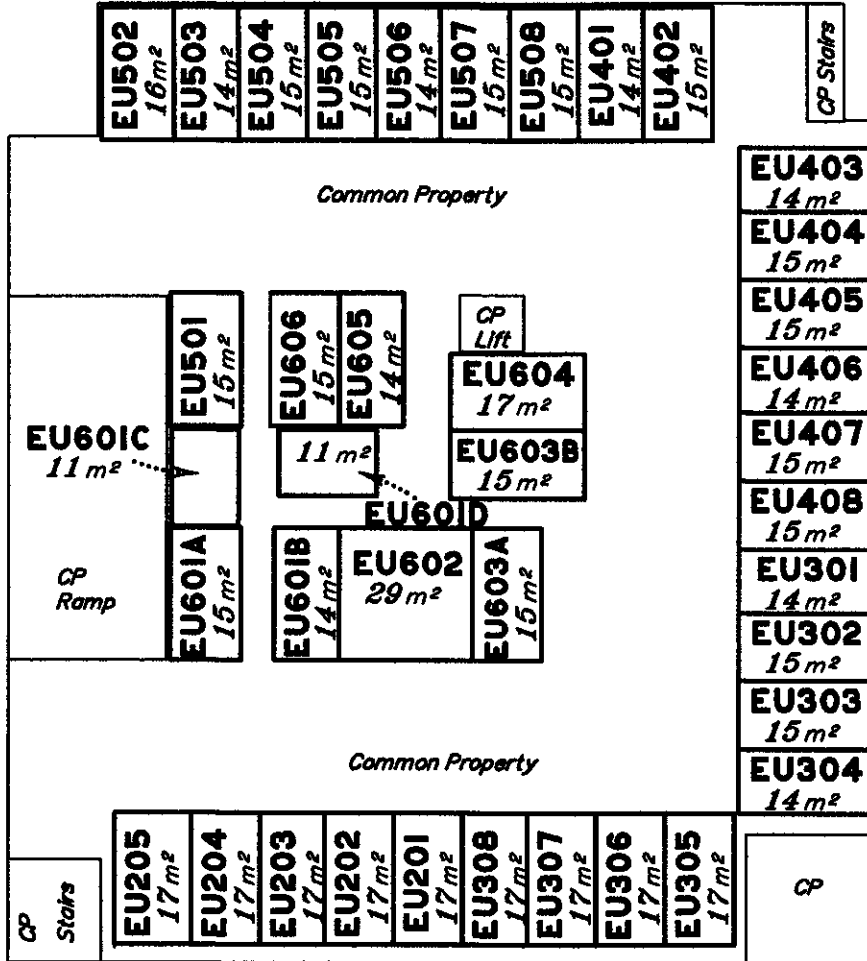
Date
 18/10/2014

Drafted
 WMS

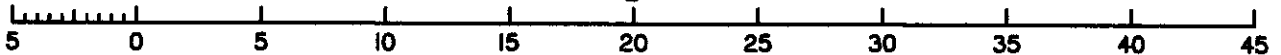
Scale in Metres.
 1:300 at A4



Common Property



Scale 1:300 - Lengths are in Metres.



NOTE:
This plan is of an Exclusive Use Survey only and as such is not registered by the Registrar of Titles. Subsequent registered or other surveys in this area may affect the boundary definition shown on this plan. Any difference so caused to the boundary definition shown on this plan are beyond the control of WM SURVEYS Pty Ltd who can accept no responsibility for such differences.

EXCLUSIVE USE AREAS EU201-205, 301-308, 401-408, 501-508 & 601-606 ARE FULLY BOUNDED AND FULLY DEFINED BY WALLS AND LINE MARKING.

Name of C.T.S. **PARKSIDE KEDRON C.T.S.**
Description **EXCLUSIVE USE AREAS LEVEL A PARKSIDE KEDRON C.T.S. COMMON PROPERTY ON SP274672**
Brisbane City Council

WM SURVEYS PTY LTD
P.O.Box 7220
Brendale QLD. 4500
www.wmsurveys.com.au
Ph 0419 685 538 Fax 07 3882 5168
ACN 133 397 065 ABN 91 133 397 065

Date 18/10/2014

Drafted WMS

Scale in Metres. 1:300 at A4

Issue: A

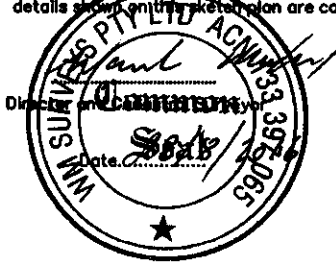
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EUA-A

WM SURVEYS PTY LTD, Cadastral Surveyors
 (ACN 133 397 065) hereby certify that the
 details shown on this sketch plan are correct.

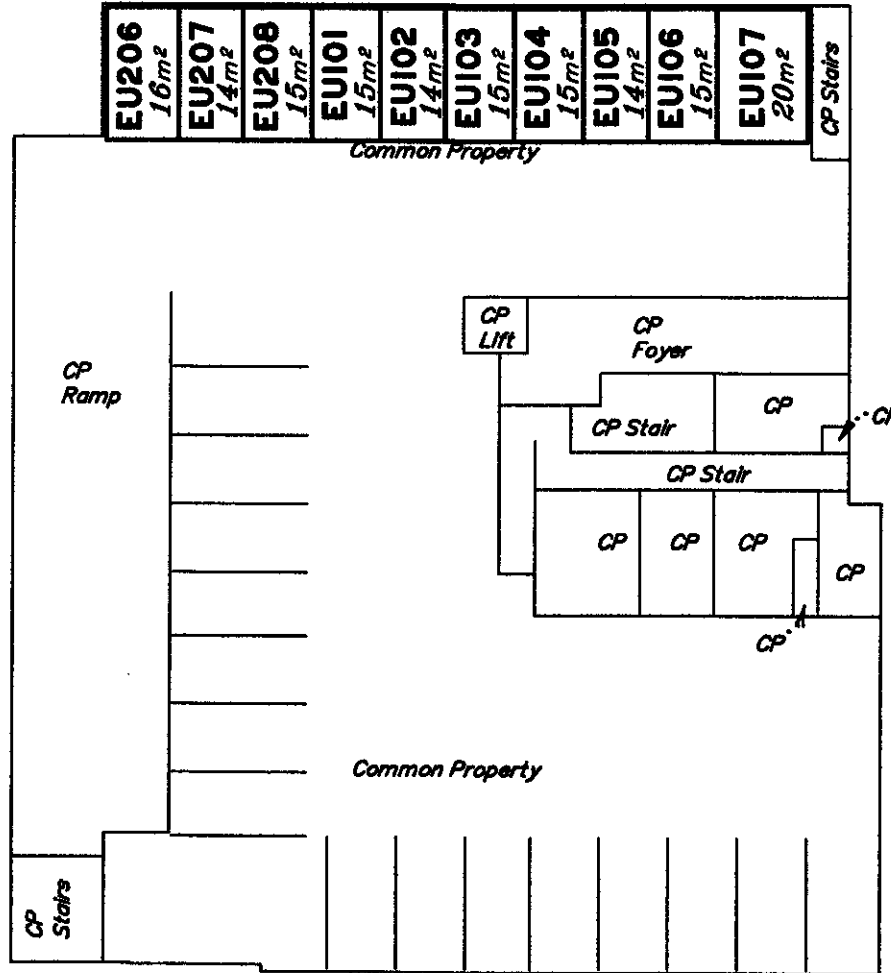
LEVEL B

CMS

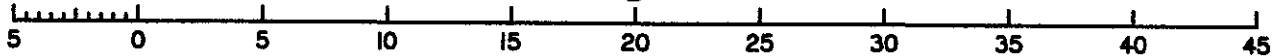
Sheet of



Common Property



Scale 1:300 - Lengths are in Metres.



NOTE:
 This plan is of an Exclusive Use Survey only and as such is not registered by the Registrar of Titles. Subsequent registered or other surveys in this area may affect the boundary definition shown on this plan. Any differences so caused to the boundary definition shown on this plan are beyond the control of WM SURVEYS Pty Ltd who can accept no responsibility for such differences.

Name of C.T.S.
PARKSIDE KEDRON C.T.S.

Description
**EXCLUSIVE USE AREAS
 LEVEL B
 PARKSIDE KEDRON C.T.S.
 COMMON PROPERTY ON SP274672**

Brisbane City Council

WM SURVEYS PTY LTD

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 Ph 0419 685 538 Fax 07 3882 5168
 ACN 133 397 065 ABN 91 133 397 065

Scale in Metres.
1:300 at A4

Issue:
A

Ref.
**1464
 EUA-B**

Date
18/10/2014

Drafted
WMS

1. Lot on Plan Description	County	Parish	Title Reference
LOT 16 ON REGISTERED PLAN 41701			12038069
LOT 17 ON REGISTERED PLAN 41701			12038069
LOT 18 ON REGISTERED PLAN 41701			11921165
LOT 19 ON REGISTERED PLAN 41701			11921165

2. Instrument/document being consented to

Instrument/document type FIRST COMMUNITY MANAGEMENT STATEMENT
Dated ^{N.L.}
22/09/2016
Names of parties LIMITLESS KEDRON PTY LTD A.C.N. 168 268 782 TRUSTEE
UNDER INSTRUMENT 716344292 & 716230490, BROSBUILD PTY
LTD A.C.N. 151 504 255 TRUSTEE UNDER INSTRUMENT
716344292 & 716230490 AND BROSBUILD PTY LTD A.C.N. 151 504
255 TRUSTEE UNDER INSTRUMENT 716344292 & 716230490

3. Instrument/document under which consent required

Instrument/document type MORTGAGE
Dealing No. 716344293
Name of consenting party SUNCORP-METWAY LIMITED A.B.N. 66 010 831 722 AUSTRALIAN CREDIT
LICENCE 229882

4. Execution by consenting party

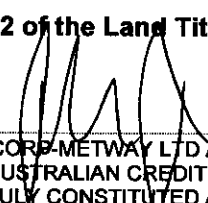
The party identified in item 3 consents to the registration of the instrument/document identified in item 2.

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

signature

full name

qualification


SUNCORP-METWAY LTD A.B.N. 66 010 831
722 AUSTRALIAN CREDIT LICENCE 229882 BY
ITS DULY CONSTITUTED ATTORNEY UNDER
POWER OF ATTORNEY NUMBER 600004094
Joanne Kathryn Partington LEVEL 1 ATTORNEY

23/09/2016

Witnessing Officer

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

Execution Date

Consenting Party's Signature



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.

Title Reference [12038069, 11921165]

Statement about alteration or minor correction to Land Registry Form

Form being altered or corrected: Form 18 – General Consent

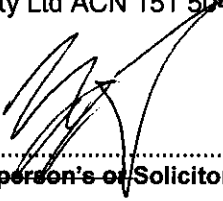
Name of authorised person or solicitor: Nicholas Stephen Casey

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

Item/s being altered or corrected: Item 2

Details of alteration or minor correction: Correction of typographical error – correct date is 22 / 09 / 2016, not 22 / 08 / 2016 (originally inserted)

Party represented (where signed by solicitor): Limitless Kedron Pty Ltd ACN 168 268 782 as trustee under instrument 716344292 & 716230490, Brosbuild Pty Ltd ACN 151 504 255 as trustee under instrument 716344292 & 716230490 and Brosbuild Pty Ltd ACN 151 504 255 as trustee under instrument 716344292 & 716230490



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

Name of authorised person or solicitor:

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

Item/s being altered or corrected:

Details of alteration or minor correction:

Party represented (where signed by solicitor):

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