

# Seller disclosure statement



Queensland  
Government

Property Law Act 2023 section 99

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

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

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

## This statement does not include information about:

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

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

## Part 1 – Seller and property details

Seller Bert for Short PTY LTD

Property address 505/35 Hercules Street

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

Hamilton, QLD, 4007

Lot on plan description L505 SP241590

Community titles scheme  
or BUGTA scheme:

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

**Yes**

**No**

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

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

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

### Title details

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

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

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

<b>Registered encumbrances</b>	<p>Registered encumbrances, if any, are recorded on the title search, and may affect your use of the property. Examples include easements, statutory covenants, leases and mortgages.</p> <p>You should seek legal advice about your rights and obligations before signing the contract.</p>
<b>Unregistered encumbrances (excluding statutory encumbrances)</b>	<p>There are encumbrances not registered on the title that will continue <input type="checkbox"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b> to affect the property after <b>settlement</b>.</p> <p><b>Note</b>—If the property is part of a community titles scheme or a BUGTA scheme it may be subject to and have the benefit of statutory easements that are <b>NOT</b> required to be disclosed.</p> <p><b>Unregistered lease (if applicable)</b></p> <p>If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows:</p> <ul style="list-style-type: none"> <li>» the start and end day of the term of the lease: <input type="text" value="Insert date range"/></li> <li>» the amount of rent and bond payable: <input type="text" value="Insert amount of rent and bond"/></li> <li>» whether the lease has an option to renew: <input type="text" value="Insert option to renew information"/></li> </ul> <p><b>Other unregistered agreement in writing (if applicable)</b></p> <p>If the unregistered encumbrance is created by an agreement in writing, and is not an unregistered lease, a copy of the agreement is given, together with relevant plans, if any. <input type="checkbox"/> <b>Yes</b></p> <p><b>Unregistered oral agreement (if applicable)</b></p> <p>If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows:</p> <div style="border: 1px solid black; padding: 5px; min-height: 100px;"> <p>Insert names of parties to the agreement, term of the agreement and any amounts payable by the owner of the property</p> </div>
<b>Statutory encumbrances</b>	<p>There are statutory encumbrances that affect the property. <input type="checkbox"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b></p> <p><i>If <b>Yes</b>, the details of any statutory encumbrances are as follows:</i></p> <div style="border: 1px solid black; min-height: 100px;"></div>
<b>Residential tenancy or rooming accommodation agreement</b>	<p>The property has been subject to a residential tenancy agreement or a rooming accommodation agreement under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> during the last 12 months. <input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b></p> <p>If <b>Yes</b>, when was the rent for the premises or each of the residents' rooms last increased? (<i>Insert date of the most recent rent increase for the premises or rooms</i>) <input type="text" value="25/09/2024"/></p> <p><b>Note</b>—Under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> the rent for a residential premises may not be increased earlier than 12 months after the last rent increase for the premises.</p> <p>As the owner of the property, you may need to provide evidence of the day of the last rent increase. You should ask the seller to provide this evidence to you prior to settlement.</p>

## Part 3 – Land use, planning and environment

**WARNING TO BUYER** – You may not have any rights if the current or proposed use of the property is not lawful under the local planning scheme. You can obtain further information about any planning and development restrictions applicable to the lot, including in relation to short-term letting, from the relevant local government.

<b>Zoning</b>	The zoning of the property is ( <i>Insert zoning under the planning scheme, the Economic Development Act 2012; the Integrated Resort Development Act 1987; the Mixed Use Development Act 1993; the State Development and Public Works Organisation Act 1971 or the Sanctuary Cove Resort Act 1985, as applicable</i> ):		
	EC - Emerging Community		
<b>Transport proposals and resumptions</b>	The lot is affected by a notice issued by a Commonwealth, State or local government entity and given to the seller about a transport infrastructure proposal* to: locate transport infrastructure on the property; or alter the dimensions of the property.	<input type="checkbox"/> <b>Yes</b>	<input checked="" type="checkbox"/> <b>No</b>
	The lot is affected by a notice of intention to resume the property or any part of the property.	<input type="checkbox"/> <b>Yes</b>	<input checked="" type="checkbox"/> <b>No</b>
	<i>If <b>Yes</b>, a copy of the notice, order, proposal or correspondence must be given by the seller.</i>		
<small>* <i>Transport infrastructure</i> has the meaning defined in the <i>Transport Infrastructure Act 1994</i>. A <i>proposal</i> means a resolution or adoption by some official process to establish plans or options that will physically affect the property.</small>			
<b>Contamination and environmental protection</b>	The property is recorded on the Environmental Management Register or the Contaminated Land Register under the <i>Environmental Protection Act 1994</i> .	<input type="checkbox"/> <b>Yes</b>	<input checked="" type="checkbox"/> <b>No</b>
	<b>The following notices are, or have been, given:</b>		
	A notice under section 408(2) of the <i>Environmental Protection Act 1994</i> (for example, land is contaminated, show cause notice, requirement for site investigation, clean up notice or site management plan).	<input type="checkbox"/> <b>Yes</b>	<input checked="" type="checkbox"/> <b>No</b>
	A notice under section 369C(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which an environmental enforcement order applies).	<input type="checkbox"/> <b>Yes</b>	<input checked="" type="checkbox"/> <b>No</b>
	A notice under section 347(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which a prescribed transitional environmental program applies).	<input type="checkbox"/> <b>Yes</b>	<input checked="" type="checkbox"/> <b>No</b>
<b>Trees</b>	There is a tree order or application under the <i>Neighbourhood Disputes (Dividing Fences and Trees) Act 2011</i> affecting the property.	<input type="checkbox"/> <b>Yes</b>	<input checked="" type="checkbox"/> <b>No</b>
	<i>If <b>Yes</b>, a copy of the order or application must be given by the seller.</i>		
<b>Heritage</b>	The property is affected by the <i>Queensland Heritage Act 1992</i> or is included in the World Heritage List under the <i>Environment Protection and Biodiversity Conservation Act 1999</i> (Cwlth).	<input type="checkbox"/> <b>Yes</b>	<input checked="" type="checkbox"/> <b>No</b>
<b>Flooding</b>	Information about whether the property is affected by flooding or another natural hazard or within a natural hazard overlay can be obtained from the relevant local government and you should make your own enquires. Flood information for the property may also be available at the <a href="#">FloodCheck Queensland</a> portal or the <a href="#">Australian Flood Risk Information</a> portal.		
<b>Vegetation, habitats and protected plants</b>	Information about vegetation clearing, koala habitats and other restrictions on development of the land that may apply can be obtained from the relevant State government agency.		

## Part 4 – Buildings and structures

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

<b>Swimming pool</b>	There is a relevant pool for the property.	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
	If a community titles scheme or a BUGTA scheme – a shared pool is located in the scheme.	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
	Pool compliance certificate is given.	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
	OR Notice of no pool safety certificate is given.	<input type="checkbox"/> <b>Yes</b>	<input checked="" type="checkbox"/> <b>No</b>
<b>Unlicensed building work under owner builder permit</b>	Building work was carried out on the property under an owner builder permit in the last 6 years.	<input type="checkbox"/> <b>Yes</b>	<input checked="" type="checkbox"/> <b>No</b>
	<i>A notice under section 47 of the Queensland Building and Construction Commission Act 1991 must be given by the seller and you may be required to sign the notice and return it to the seller prior to signing the contract.</i>		
<b>Notices and orders</b>	There is an unsatisfied show cause notice or enforcement notice under the <i>Building Act 1975</i> , section 246AG, 247 or 248 or under the <i>Planning Act 2016</i> , section 167 or 168.	<input type="checkbox"/> <b>Yes</b>	<input checked="" type="checkbox"/> <b>No</b>
	The seller has been given a notice or order, that remains in effect, from a local, State or Commonwealth government, a court or tribunal, or other competent authority, requiring work to be done or money to be spent in relation to the property.  <i>If <b>Yes</b>, a copy of the notice or order must be given by the seller.</i>	<input type="checkbox"/> <b>Yes</b>	<input checked="" type="checkbox"/> <b>No</b>
<b>Building Energy Efficiency Certificate</b>	If the property is a commercial office building of more than 1,000m <sup>2</sup> , a Building Energy Efficiency Certificate is available on the Building Energy Efficiency Register.		
<b>Asbestos</b>	The seller does not warrant whether asbestos is present within buildings or improvements on the property. Buildings or improvements built before 1990 may contain asbestos. Asbestos containing materials (ACM) may have been used up until the early 2000s. Asbestos or ACM may become dangerous when damaged, disturbed, or deteriorating. Information about asbestos is available at the Queensland Government Asbestos Website ( <a href="http://asbestos.qld.gov.au">asbestos.qld.gov.au</a> ) including common locations of asbestos and other practical guidance for homeowners.		

## Part 5 – Rates and services

**WARNING TO BUYER** – The amount of charges imposed on you may be different to the amount imposed on the seller.

### Rates

#### Whichever of the following applies—

The total amount payable\* for all rates and charges (without any discount) for the property as stated in the most recent rate notice is:

Amount:  Date Range:

OR

The property is currently a rates exempt lot.\*\*

OR

The property is not rates exempt but no separate assessment of rates is issued by a local government for the property.

\*Concessions: A local government may grant a concession for rates. The concession will not pass to you as buyer unless you meet the criteria in section 120 of the *Local Government Regulation 2012* or section 112 of the *City of Brisbane Regulation 2012*.

\*\* An exemption for rates applies to particular entities. The exemption will not pass to you as buyer unless you meet the criteria in section 93 of the *Local Government Act 2009* or section 95 of the *City of Brisbane Act 2010*.

### Water

#### Whichever of the following applies—

The total amount payable as charges for water services for the property as indicated in the most recent water services notice\* is:

Amount:  Date Range:

OR

There is no separate water services notice issued for the lot; however, an estimate of the total amount payable for water services is:

Amount:  Date Range:

\* A water services notices means a notice of water charges issued by a water service provider under the *Water Supply (Safety and Reliability) Act 2008*.

## Part 6 – Community titles schemes and BUGTA schemes

(If the property is part of a community titles scheme or a BUGTA scheme this Part must be completed)

**WARNING TO BUYER** – If the property is part of a community titles scheme or a BUGTA scheme and you purchase the property, you will become a member of the body corporate for the scheme with the right to participate in significant decisions about the scheme and you will be required to pay contributions towards the body corporate’s expenses in managing the scheme. You will also be required to comply with the by-laws. By-laws will regulate your use of common property and the lot.

**For more information about living in a body corporate and your rights and obligations, contact the Office of the Commissioner for Body Corporate and Community Management.**

<b>Body Corporate and Community Management Act 1997</b>	<b>The property is included in a community titles scheme.</b> <i>(If Yes, complete the information below)</i>	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
<b>Community Management Statement</b>	A copy of the most recent community management statement for the scheme as recorded under the <i>Land Title Act 1994</i> or another Act is given to the buyer.  <b>Note</b> —If the property is part of a community titles scheme, the community management statement for the scheme contains important information about the rights and obligations of owners of lots in the scheme including matters such as lot entitlements, by-laws and exclusive use areas.	<input checked="" type="checkbox"/> <b>Yes</b>	
<b>Body Corporate Certificate</b>	A copy of a body corporate certificate for the lot under the <i>Body Corporate and Community Management Act 1997</i> , section 205(4) is given to the buyer.  <i>If No</i> — An explanatory statement is given to the buyer that states:  » a copy of a body corporate certificate for the lot is not attached; and  » the reasons under section 6 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot.	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
<b>Statutory Warranties</b>	<b>Statutory Warranties</b> —If you enter into a contract, you will have implied warranties under the <i>Body Corporate and Community Management Act 1997</i> relating to matters such as latent or patent defects in common property or body corporate assets; any actual, expected or contingent financial liabilities that are not part of the normal operating costs; and any circumstances in relation to the affairs of the body corporate that will materially prejudice you as owner of the property. There will be further disclosure about warranties in the contract.		
<b>Building Units and Group Titles Act 1980</b>	<b>The property is included in a BUGTA scheme</b> <i>(If Yes, complete the information below)</i>	<input type="checkbox"/> <b>Yes</b>	<input checked="" type="checkbox"/> <b>No</b>
<b>Body Corporate Certificate</b>	A copy of a body corporate certificate for the lot under the <i>Building Units and Group Titles Act 1980</i> , section 40AA(1) is given to the buyer.  <i>If No</i> — An explanatory statement is given to the buyer that states:  » a copy of a body corporate certificate for the lot is not attached; and  » the reasons under section 7 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot.  <b>Note</b> —If the property is part of a BUGTA scheme, you will be subject to by-laws approved by the body corporate and other by-laws that regulate your use of the property and common property.	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>

# Signatures – SELLER



Signature of seller

Claire Turner

Name of seller

01-06-2026

Date



Signature of seller

Garry Turner

Name of seller

01-06-2026

Date

# Signatures – BUYER

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

Signature of buyer

Name of buyer

Date

Signature of buyer

Name of buyer

Date

CURRENT TITLE SEARCH  
QUEENSLAND TITLES REGISTRY PTY LTD

Request No: 56323249

Search Date: 29/05/2026 11:52

Title Reference: 51106080

Date Created: 08/08/2017

Previous Title: 51105602

REGISTERED OWNER

Dealing No: 723546917 19/09/2024

BERT FOR SHORT PTY LTD A.C.N. 632 848 321

ESTATE AND LAND

Estate in Fee Simple

LOT 505 SURVEY PLAN 241590  
Local Government: BRISBANE CITY  
COMMUNITY MANAGEMENT STATEMENT 50356

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by  
Deed of Grant No. 40036071 (Lot 269 on SP 135370)
2. BUILDING MANAGEMENT STATEMENT No 710148022 01/12/2006 at 11:13  
benefiting and burdening the lot
3. AMENDMENT No 714430919 24/04/2012 at 15:48  
BUILDING MANAGEMENT STATEMENT: 710148022
4. BUILDING MANAGEMENT STATEMENT No 710148143 01/12/2006 at 11:24  
benefiting and burdening the lot
5. AMENDMENT No 713625938 14/12/2010 at 15:20  
BUILDING MANAGEMENT STATEMENT: 710148143
6. BUILDING MANAGEMENT STATEMENT No 718171066 24/07/2017 at 14:38  
benefiting and burdening the lot

ADMINISTRATIVE ADVICES - NIL

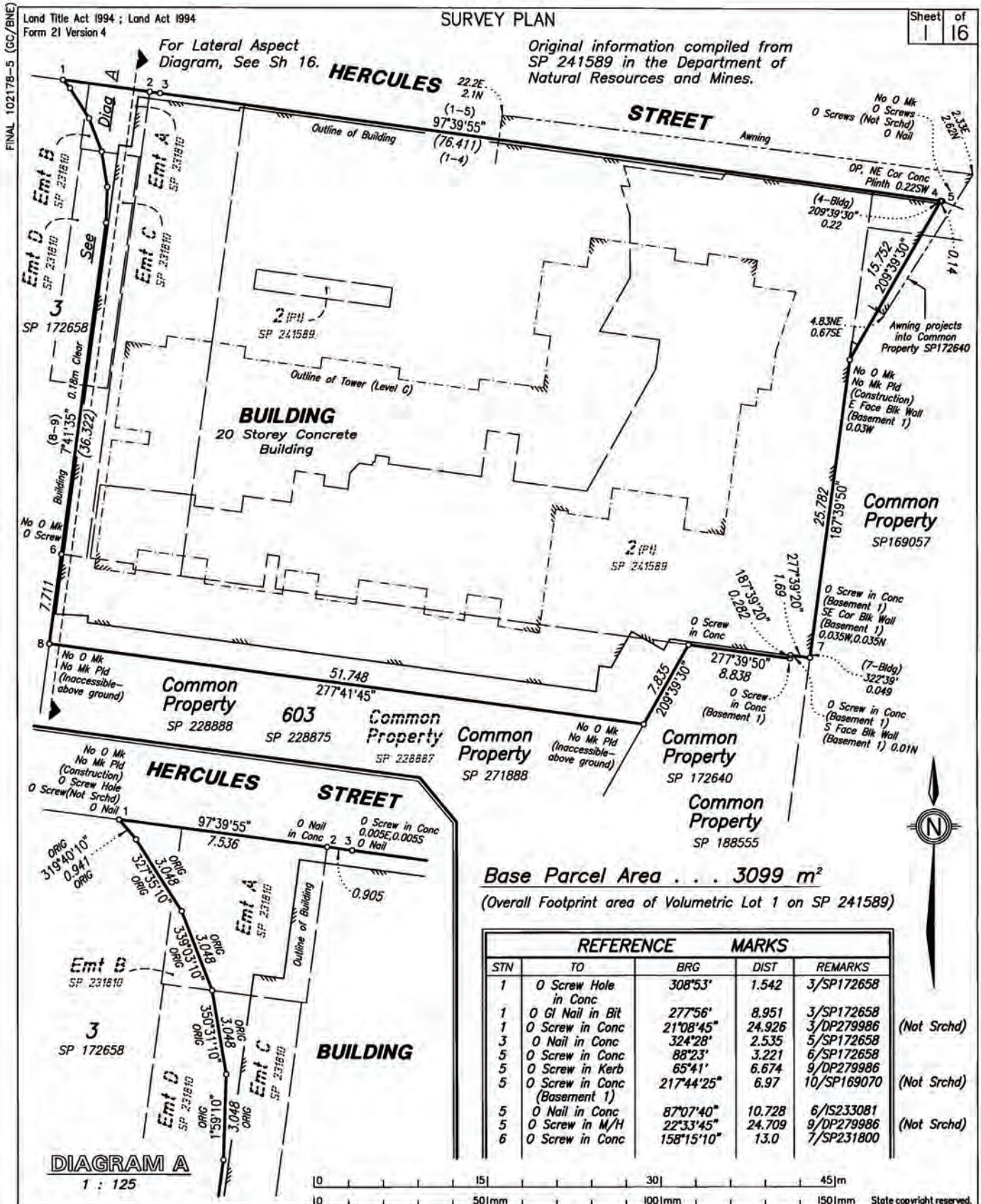
UNREGISTERED DEALINGS - NIL

Caution - Charges do not necessarily appear in order of priority

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

COPYRIGHT QUEENSLAND TITLES REGISTRY PTY LTD [2026]

Requested By: D-ENQ EQUIFAX



RPS Australia East Pty Ltd (ACN 140 292 762) hereby certify that the land comprised in this plan was surveyed by the corporation, by Nicholas James BARDSELY, surveying graduate, for whose work the corporation accepts responsibility, under the supervision of Geoffrey Roy WILSON, cadastral surveyor and that the plan is accurate, that the said survey was performed in accordance with the Survey and Mapping Infrastructure Act 2003 and Surveyors Act 2003 and associated Regulations and Standards and that the said survey was completed on 8/5/2017.

*[Signature]*  
Authorised Delegate

6/6/17 Date

**PLAN OF LOTS 100-102, 201, 202, 301-316, 401-416, 501-516, 601-616, 701-716, 801-816, 901-916, 1001-1016, 1101-1116, 1201-1216, 1301-1316, 1401-1416, 1501-1516, 1601-1616 & COMMON PROPERTY**

**Cancelling Lot 1 on SP 241589**

LOCAL GOVERNMENT: BRISBANE CITY LOCALITY: HAMILTON

Meridian: SP 172657

Survey Records NO

Scale: **1 : 300**

Format: **BUILDING**

  
**SP241590**

**718171090**

\$22117.00  
24/07/2017 14:51

**BE 400 NT**

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

5. Lodged by  
*Molding Redlich*  
*B 2032 A*

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

1. Certificate of Registered Owners or Lessees.  
I/We HERCULES NORTSHORE PTY LTD  
A.C.N. 146 311 659

(Names in full)  
\* as Registered Owners of this land agree to this plan and dedicate the Public Use Land as shown hereon in accordance with Section 50 of the Land Title Act 1994.  
\* as Lessees of this land agree to this plan.

Signature of \*Registered Owners \*Lessees *Angus William Johnson*  
**DIRECTOR**

*Huw Marius van Hoffen*  
**SECRETARY**

Corrected/added 01/11/18 in accordance with  
Section 15 Land Title Act 1994 /  
Section 291 Land Act 1994  
See Dealing No.  
**719079281**  
Registrar of Titles **M.J.B 19/11/18**



\* Rule out whichever is inapplicable

2. Planning Body Approval  
\* **MINISTER FOR ECONOMIC DEVELOPMENT QUEENSLAND**

hereby approves this plan in accordance with the:  
% **ECONOMIC DEVELOPMENT ACT 2012**

Dated this 22 day of June 2017

**MINISTER FOR ECONOMIC DEVELOPMENT QUEENSLAND**  
BY ITS AUTHORISED DELEGATE

*Jeanne Stone*

*J.H. Kee*

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

3. Plans with Community Management Statement :  
CMS Number : 50356  
Name : 35 HERCULES ST

4. References :  
Dept File :  
Local Govt :  
Surveyor : 10217B-5

6. Existing		Created		
Title Reference	Description	New Lots	Road	Secondary Interests
To Issue from 50824237	Lot 1 on SP 241589	100-102, 201, 202, 301-316, 401-416, 501-516, 601-616, 701-716, 801-816, 901-916, 1001-1016, 1101-1116, 1201-1216, 1301-1316, 1401-1416, 1501-1516, 1601-1616 & COMMON PROPERTY	-	-

*Building Management Statements 710148022, 710148143 & To Issue are to encumber and benefit all lots & Common Property created on this plan.*

Easement		Lots to be Encumbered
716894428	(Emt A on SP 231810)	Common Property
716894428	(Emt C on SP 231810)	Common Property

Mortgage	Lots Fully Encumbered	Lots Partially Encumbered
717081313	100-102, 201, 202, 301-316, 401-416, 501-516, 601-616, 701-716, 801-816, 901-916, 1001-1016, 1101-1116, 1201-1216, 1301-1316, 1401-1416, 1501-1516 & 1601-1616	-

*Amendments by RPS Australia East Pty Ltd  
ACN 140292762 Authorized Delegate *AL*  
Date *4.8.17**

*No notification regarding the Awning has been issued to owner(s) of Hercules Street as it is part of the BCC development approval.*

*All lots defined on this plan are wholly contained within the base parcel and Encroachment of the building into other lots resolved by Building Management Statements 716894428, To Issue & 716894428, 710148022, 710148143*

*No notification regarding the Awning has been issued to owner(s) of adjoining Common Property on SP 172640 as its projection is resolved by BMS 710148022 & 710148143.*

Development Approval : 5/3/2014

9. Building Format Plans only.  
I certify that:  
\* As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or road;  
\* Part of the building shown on this plan encroaches on to adjoining \*lots and road  
*AL* 6/6/17  
Authorised Delegate  
Cadastral Surveyor/Director\*  
\*delete words not required

100-102, 201, 202, 301-316, 401-416, 501-516, 601-616, 701-716, 801-816, 901-916, 1001-1016, 1101-1116, 1201-1216, 1301-1316, 1401-1416, 1501-1516, 1601-1616 & COMMON PROPERTY	Lot 269 on SP 135370
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Lots	Orig
------	------

7. Orig Grant Allocation :

8. Passed & Endorsed :  
By: RPS Australia East Pty Ltd  
Date: 30/6/17  
Signed: W. Buckley  
Designation: Cadastral Surveyor

10. Lodgement Fees :

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

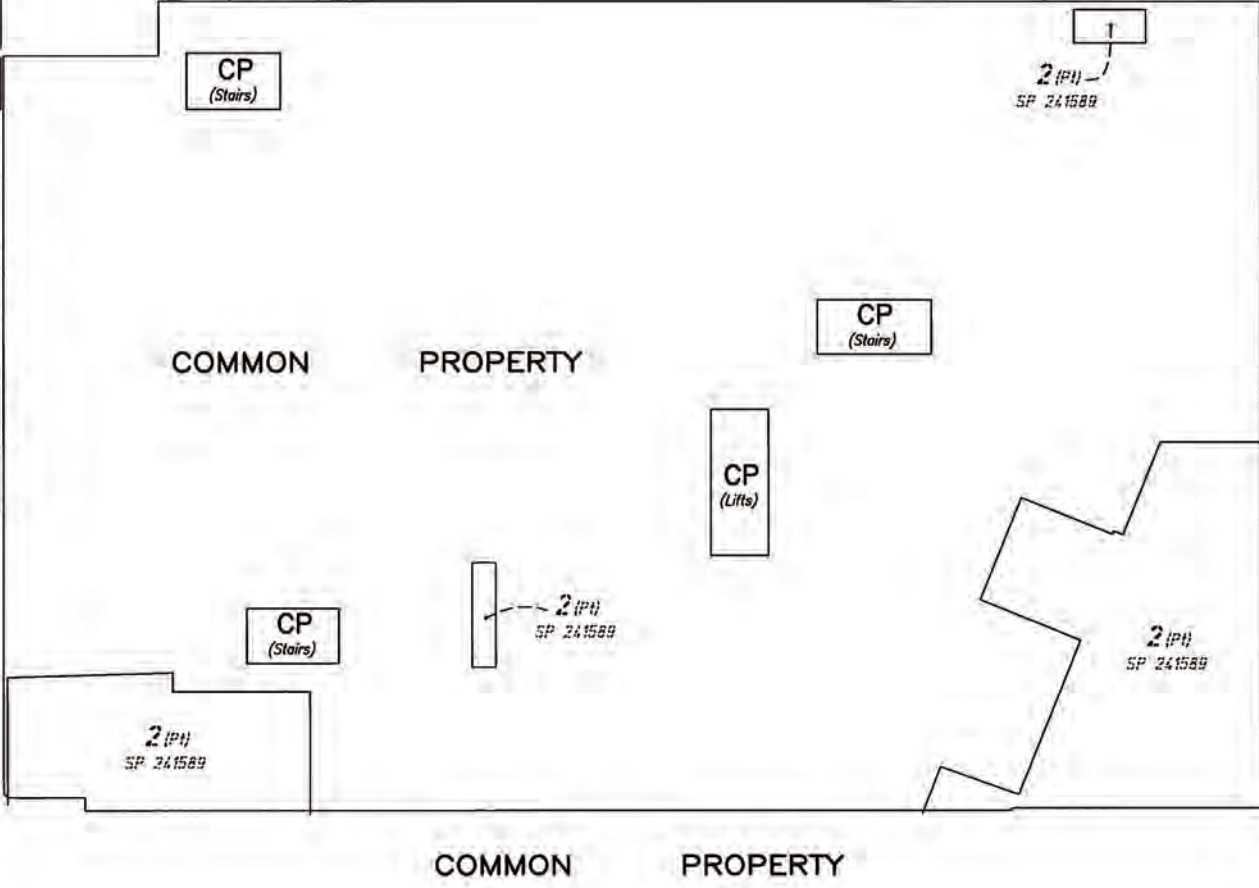
11. Insert Plan Number  
**SP241590**

**LEVEL A**

Scale 1 : 250



Emt A SP 23160  
Emt C SP 23160



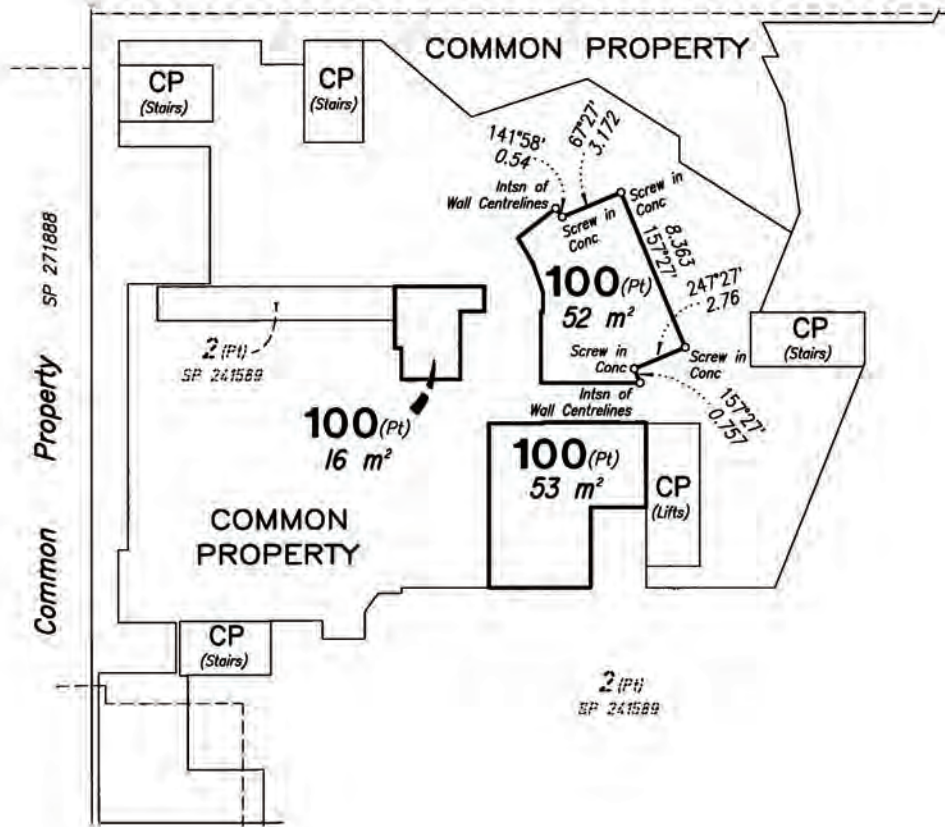
CP denotes Common Property



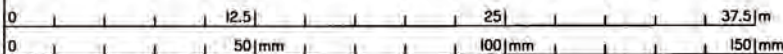
State copyright reserved.

Insert Plan Number **SP241590**

**LEVEL B**  
Scale 1 : 250

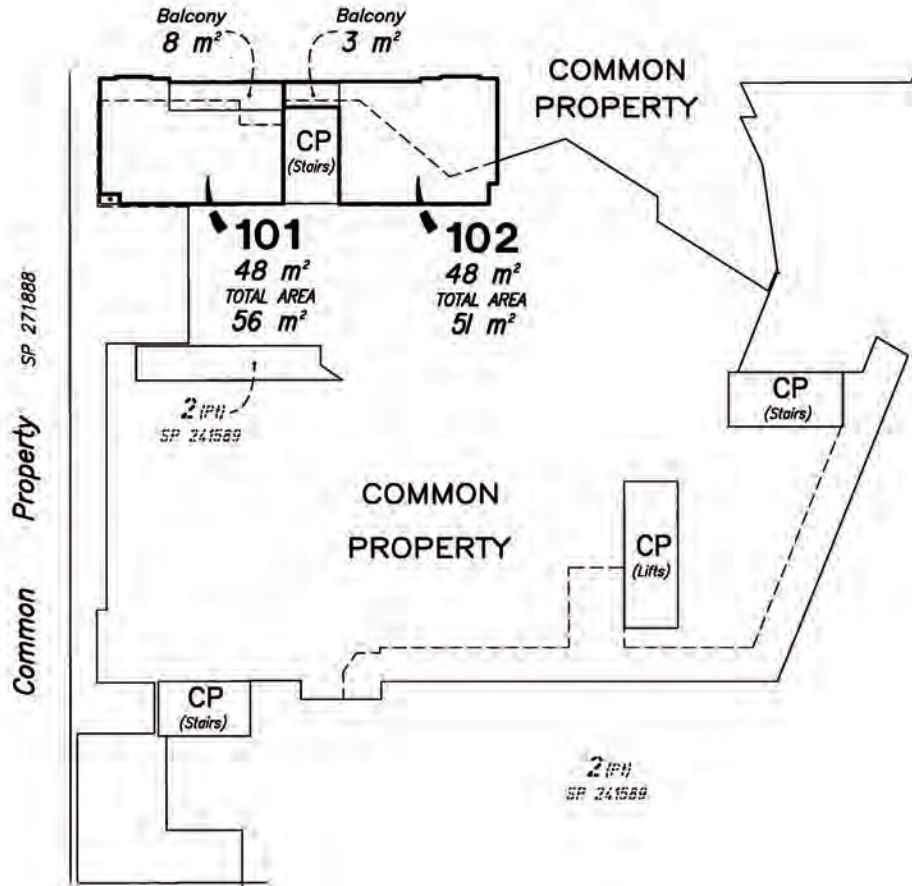



CP denotes Common Property  
--- denotes Outline of Level Below



**LEVEL C**

Scale 1 : 250



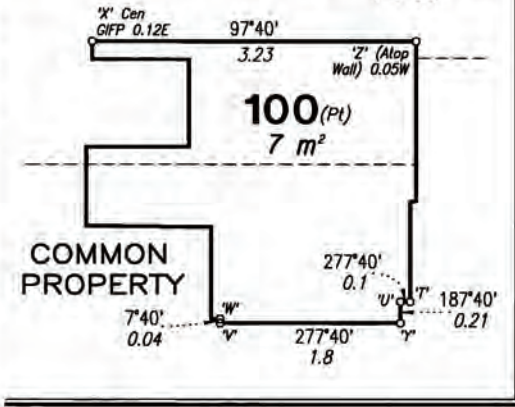
- CP denotes Common Property
- denotes Outline of Level Below
-  denotes Common Property (Duct)



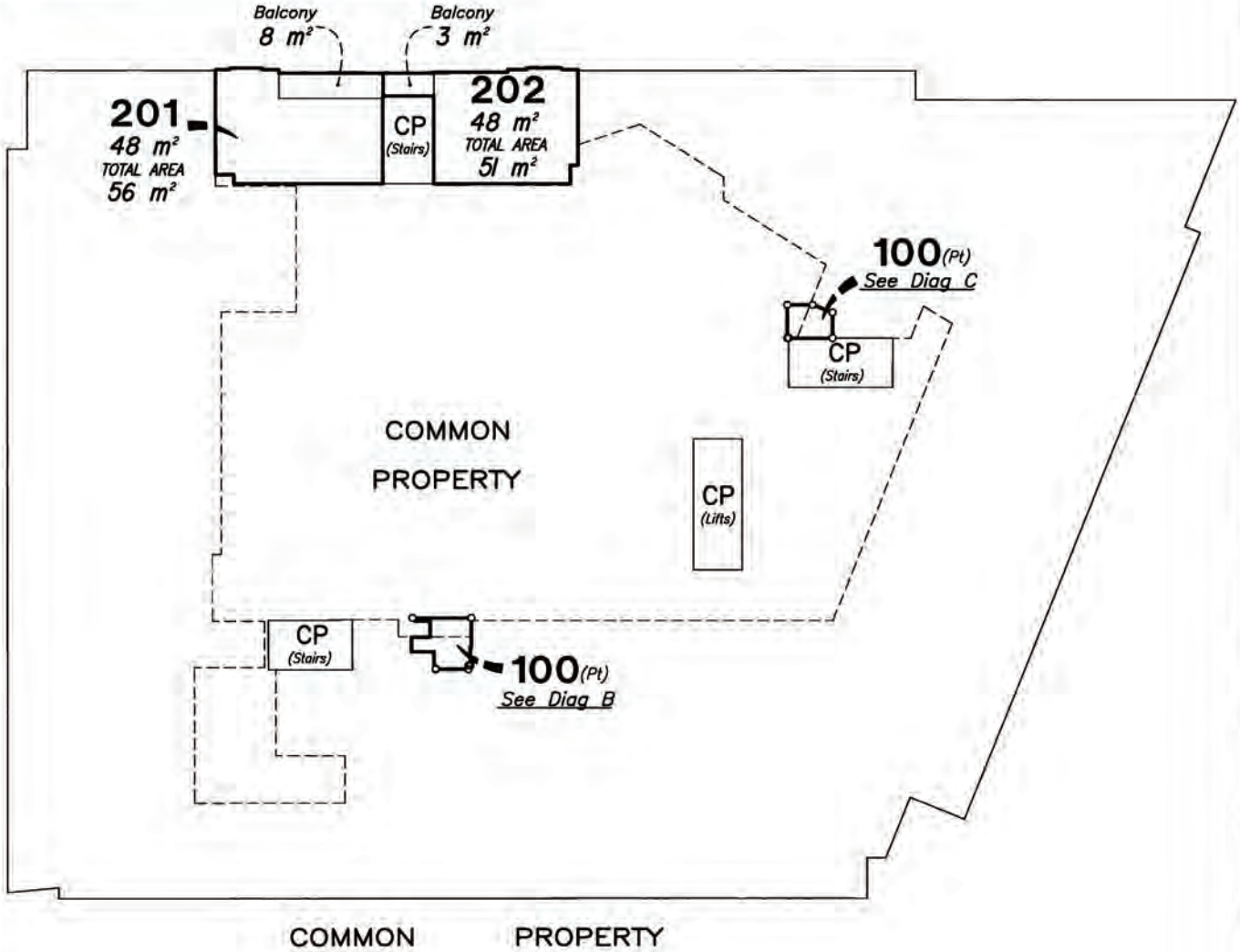
**DIAGRAM B**

ADDITIONAL SHEET

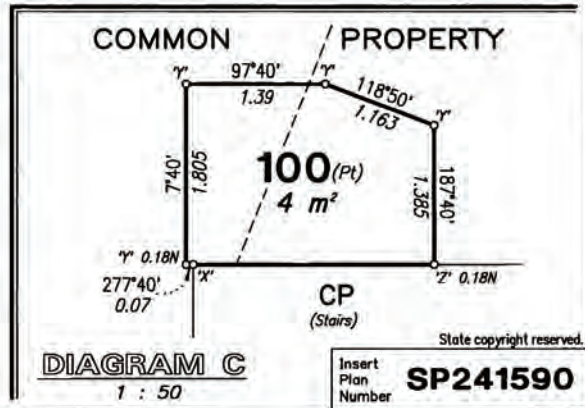
1 : 50



**LEVEL D**  
Scale 1 : 250



- 'T' denotes No Mk Pld, Cen S Face Column
- 'U' denotes No Mk Pld, SW Cor Column 0.055W, Cen GIFF 0.09S
- 'V' denotes No Mk Pld, SW Cor Wall 0.055S, Cen GIFF 0.08E
- 'W' denotes No Mk Pld, Cen E Face of Wall
- 'X' denotes No Mk Pld, Intersection of Wall Centrelines
- 'Y' denotes No Mk Pld, Cen GIFF
- 'Z' denotes No Mk Pld (Inaccessible—Wall Centreline), Cen GIFF
- CP denotes Common Property
- denotes Outline of Level Below



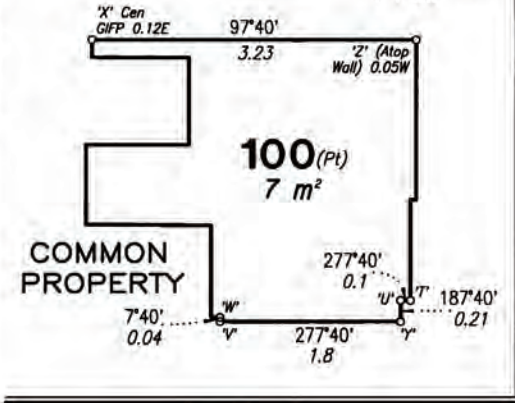
**DIAGRAM C**  
1 : 50

State copyright reserved.  
Insert Plan Number **SP241590**

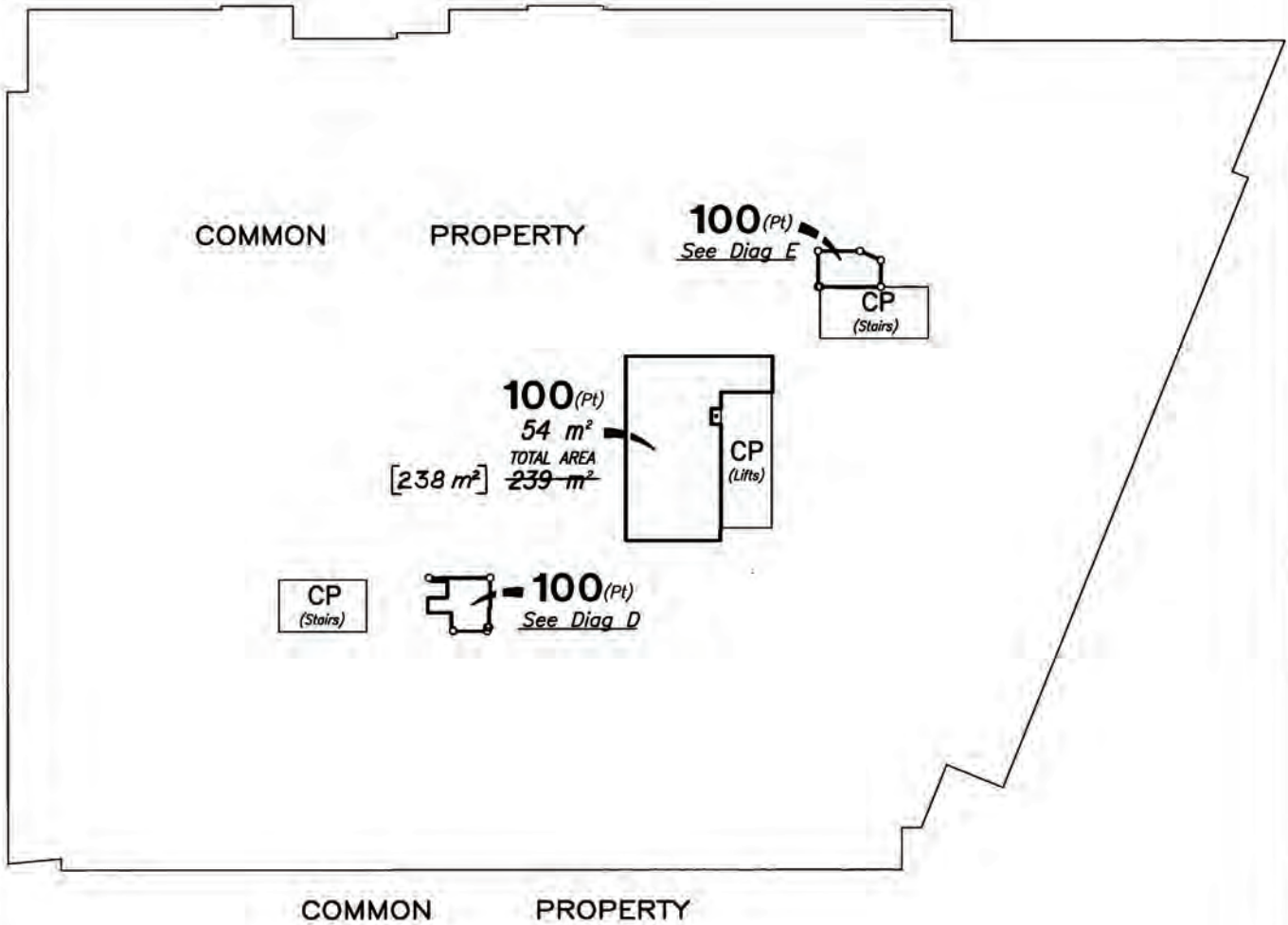
**DIAGRAM D**

ADDITIONAL SHEET

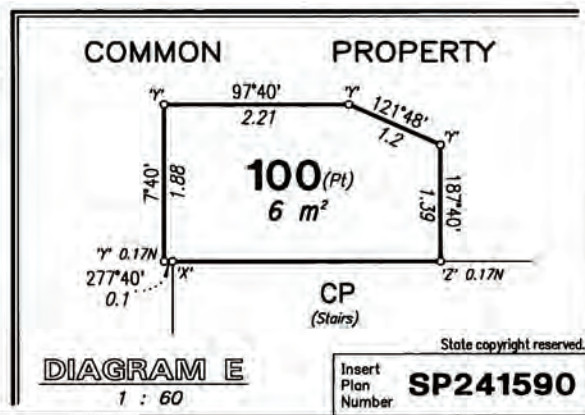
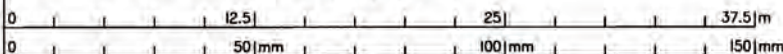
1 : 50



**LEVEL E**  
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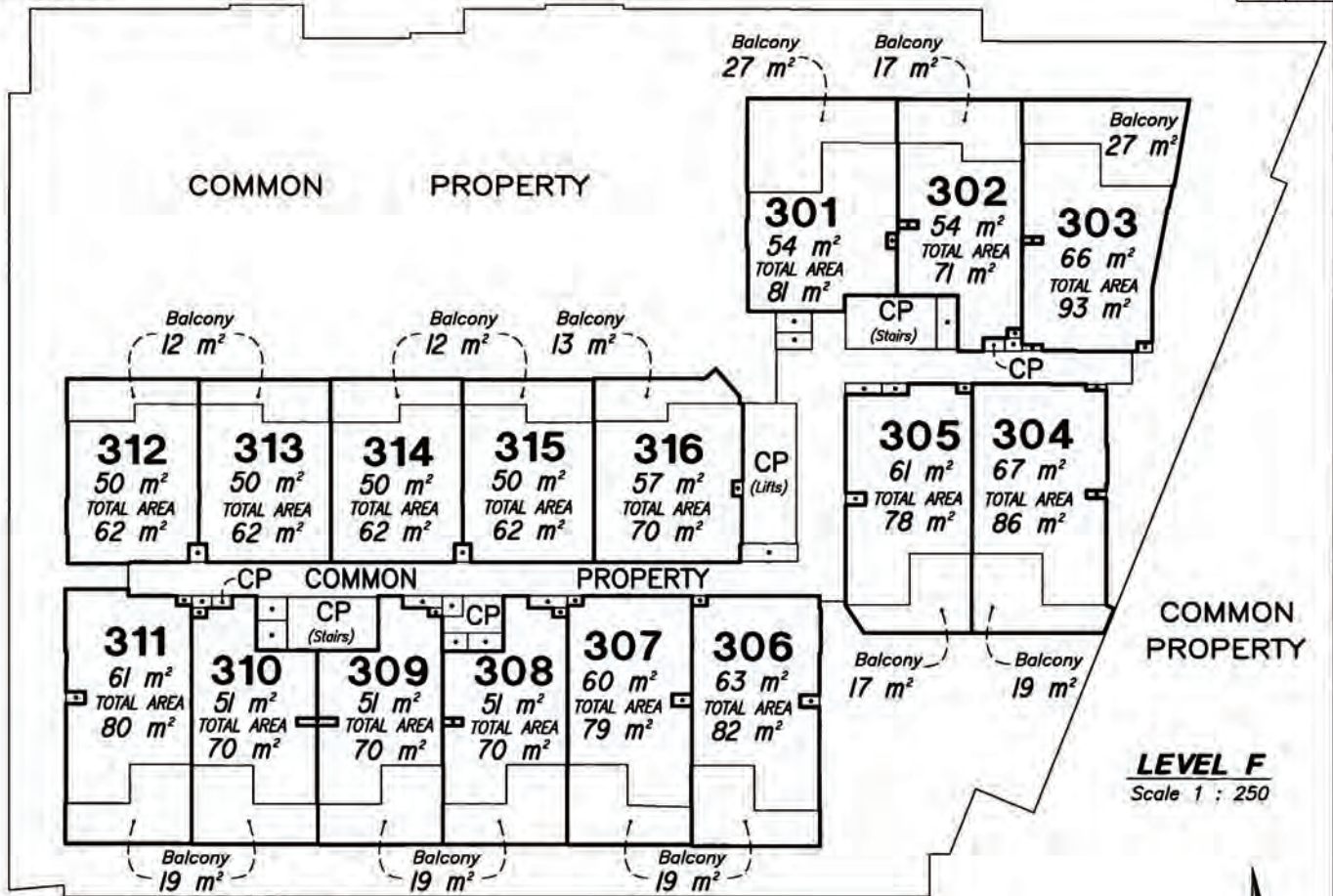


- 'T' denotes No Mk Pld, Cen S Face Column
- 'U' denotes No Mk Pld, SW Cor Column 0.055W, Cen GIFF 0.09S
- 'V' denotes No Mk Pld, SW Cor Wall 0.055S, Cen GIFF 0.08E
- 'W' denotes No Mk Pld, Cen E Face of Wall
- 'X' denotes No Mk Pld, Intersection of Wall Centrelines
- 'Y' denotes No Mk Pld, Cen GIFF
- 'Z' denotes No Mk Pld (Inaccessible-Wall Centreline), Cen GIFF
- CP denotes Common Property
- denotes Common Property (Duct)



**DIAGRAM E**  
1 : 60

State copyright reserved.  
Insert Plan Number **SP241590**



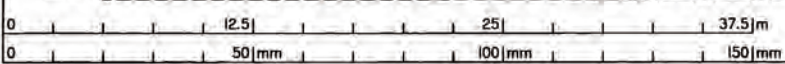
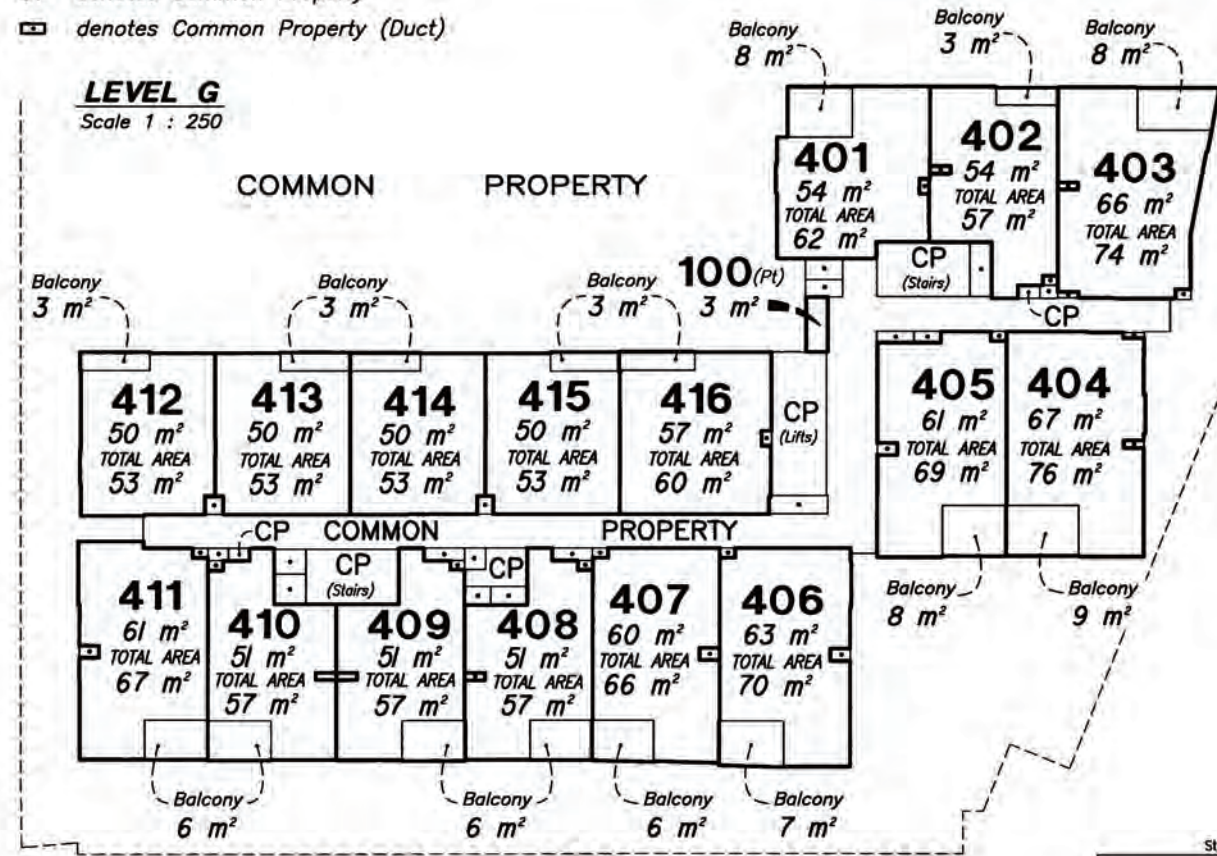
COMMON PROPERTY

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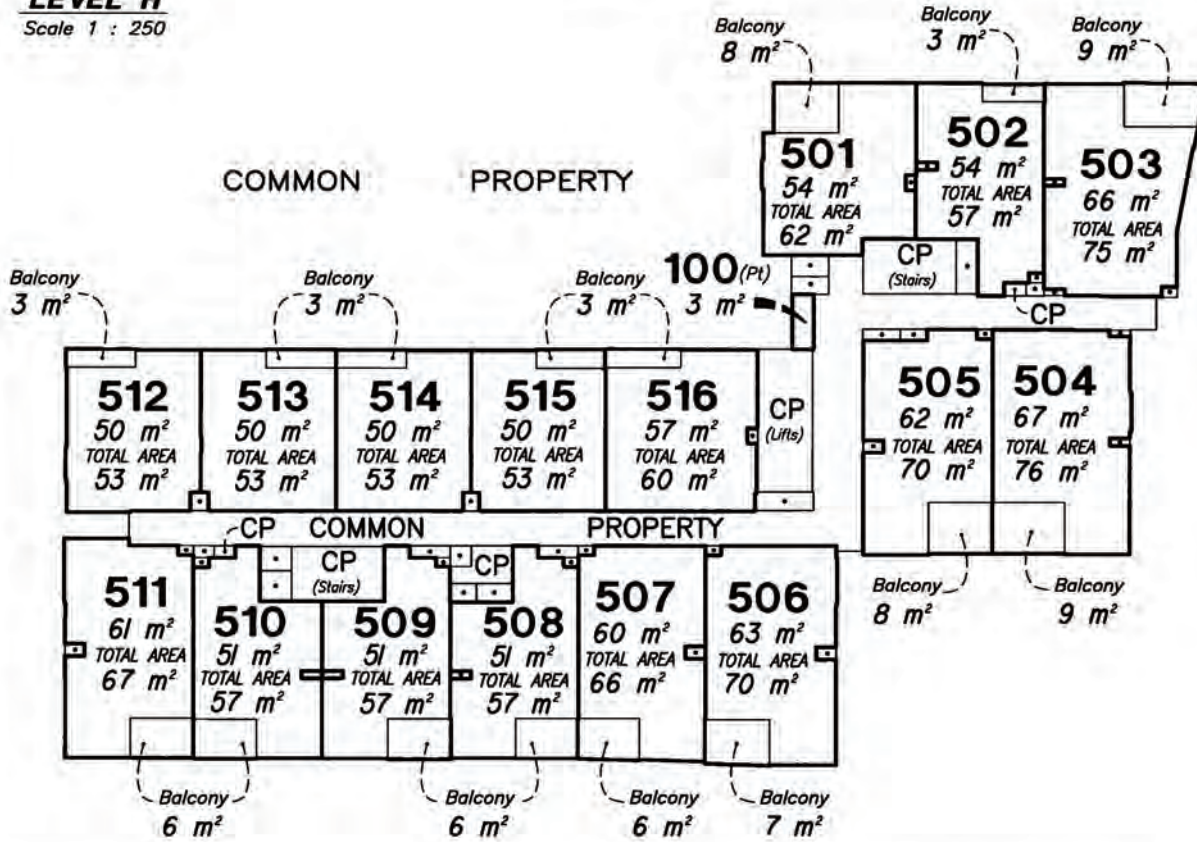
- denotes Outline of Level Below
- CP denotes Common Property
- denotes Common Property (Duct)

**LEVEL G**  
Scale 1 : 250



**LEVEL H**

Scale 1 : 250

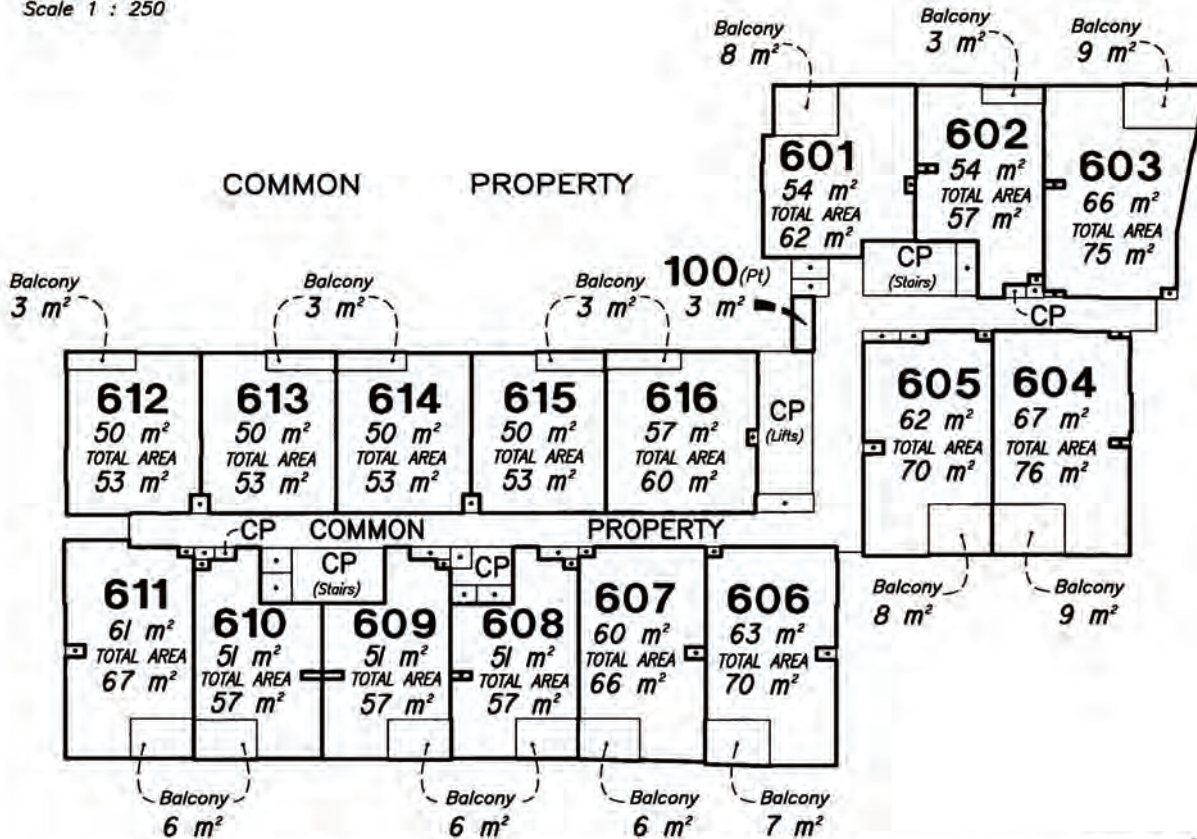


CP denotes Common Property  
☐ denotes Common Property (Duct)



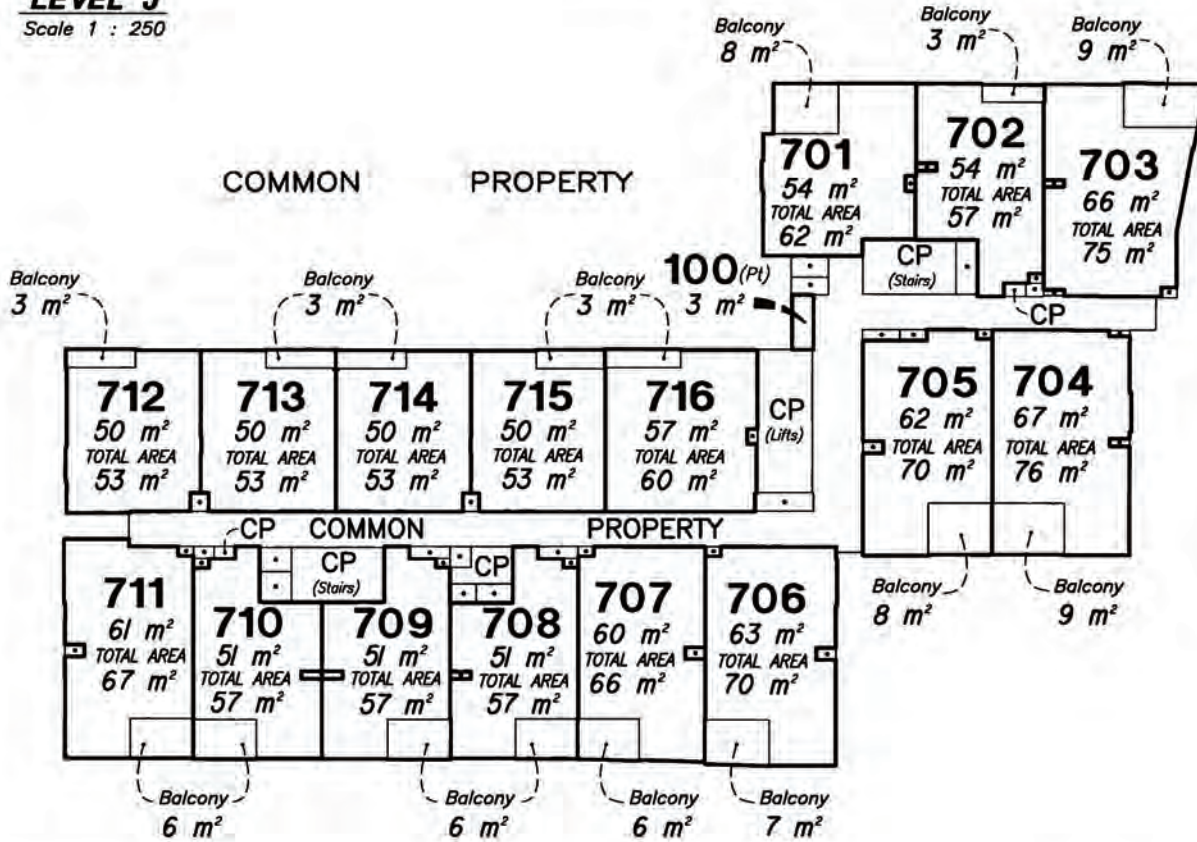
**LEVEL I**

Scale 1 : 250



**LEVEL J**

Scale 1 : 250

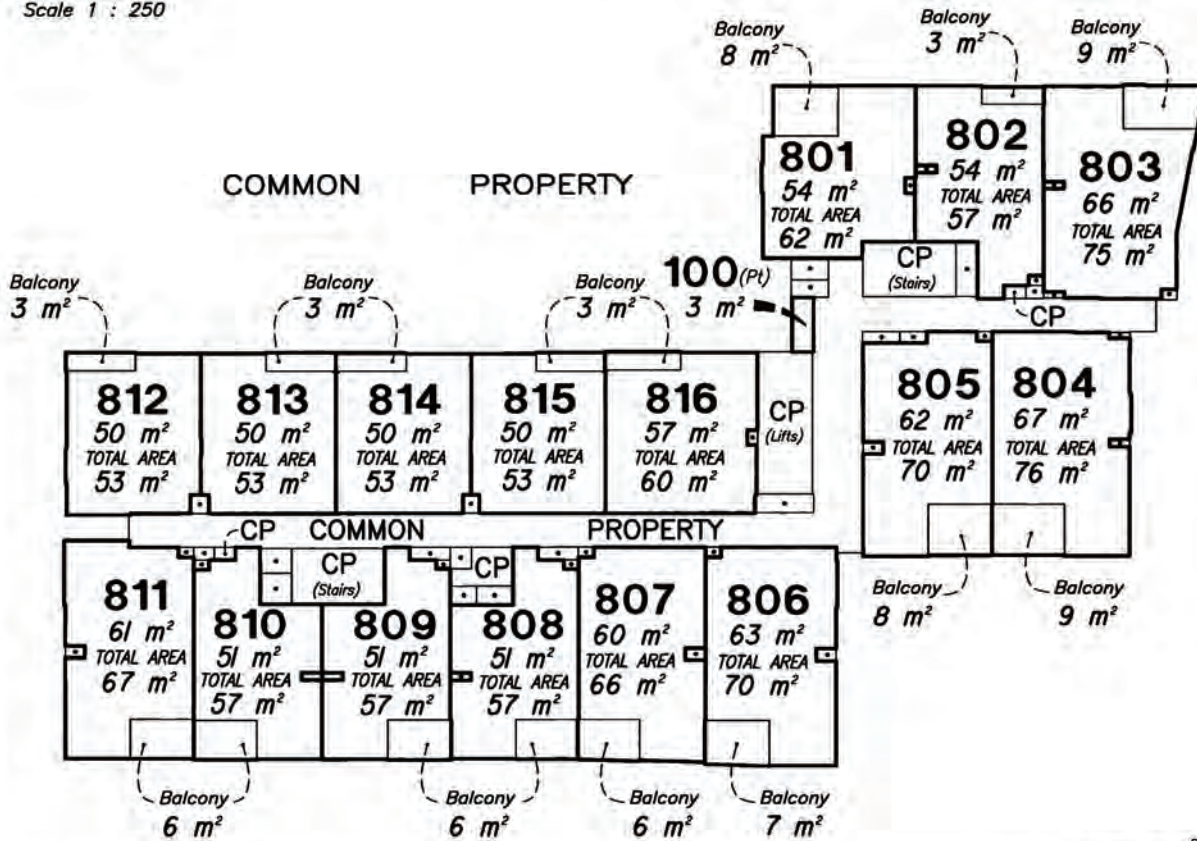


CP denotes Common Property  
□ denotes Common Property (Duct)

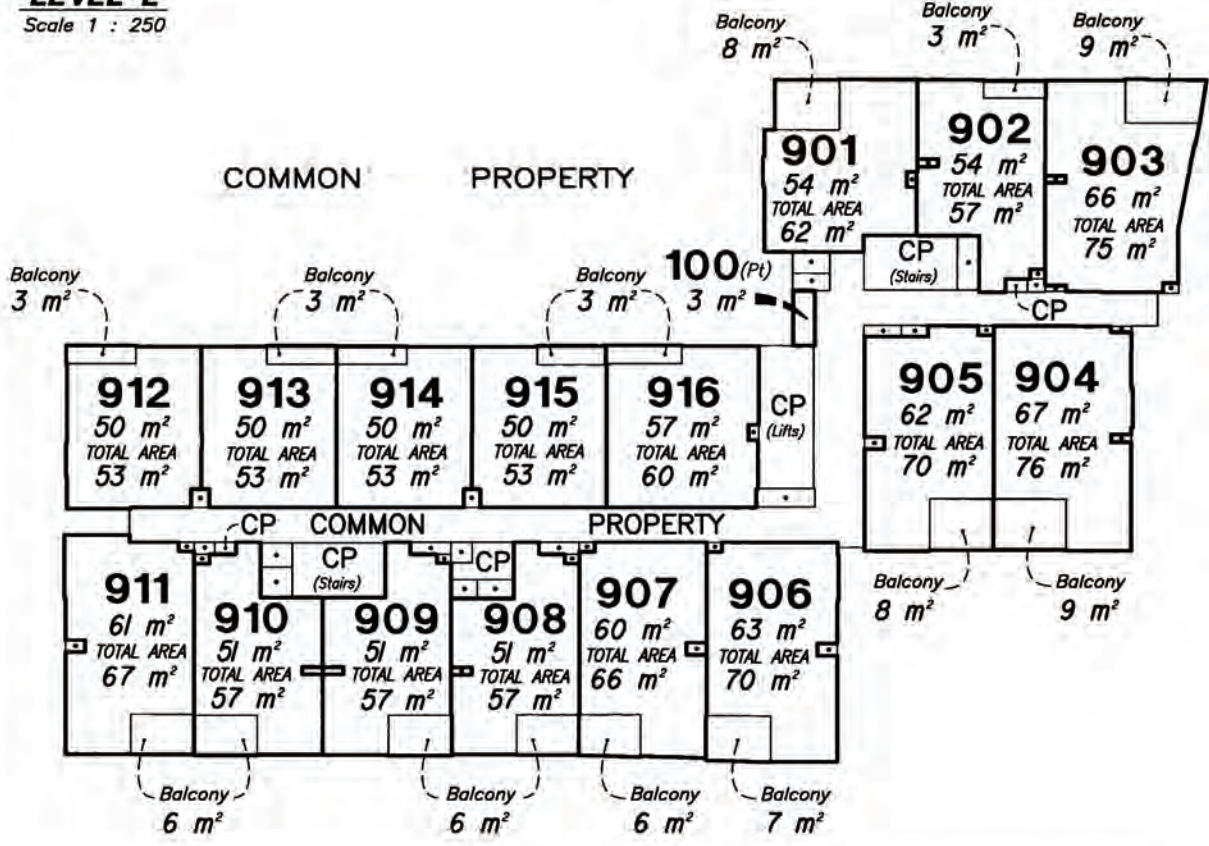


**LEVEL K**

Scale 1 : 250



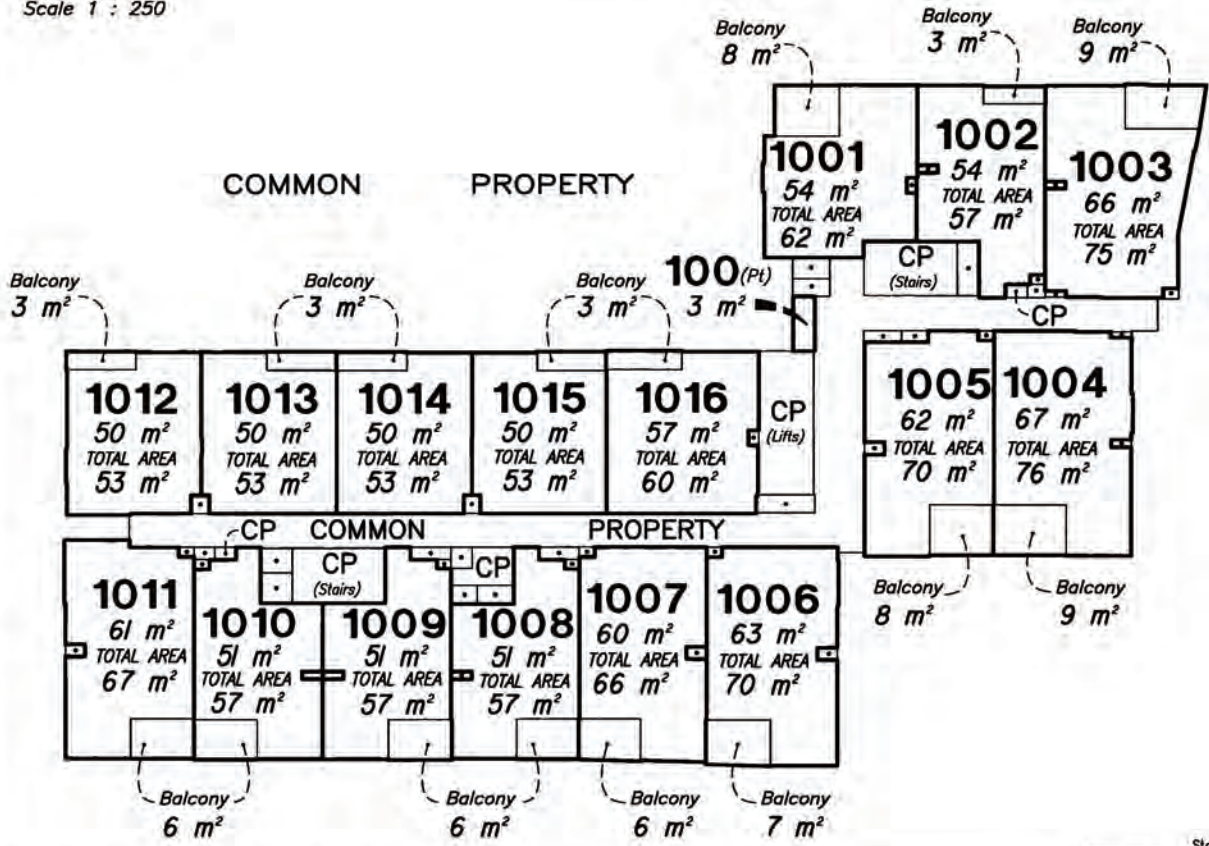
**LEVEL L**  
Scale 1 : 250



CP denotes Common Property  
□ denotes Common Property (Duct)

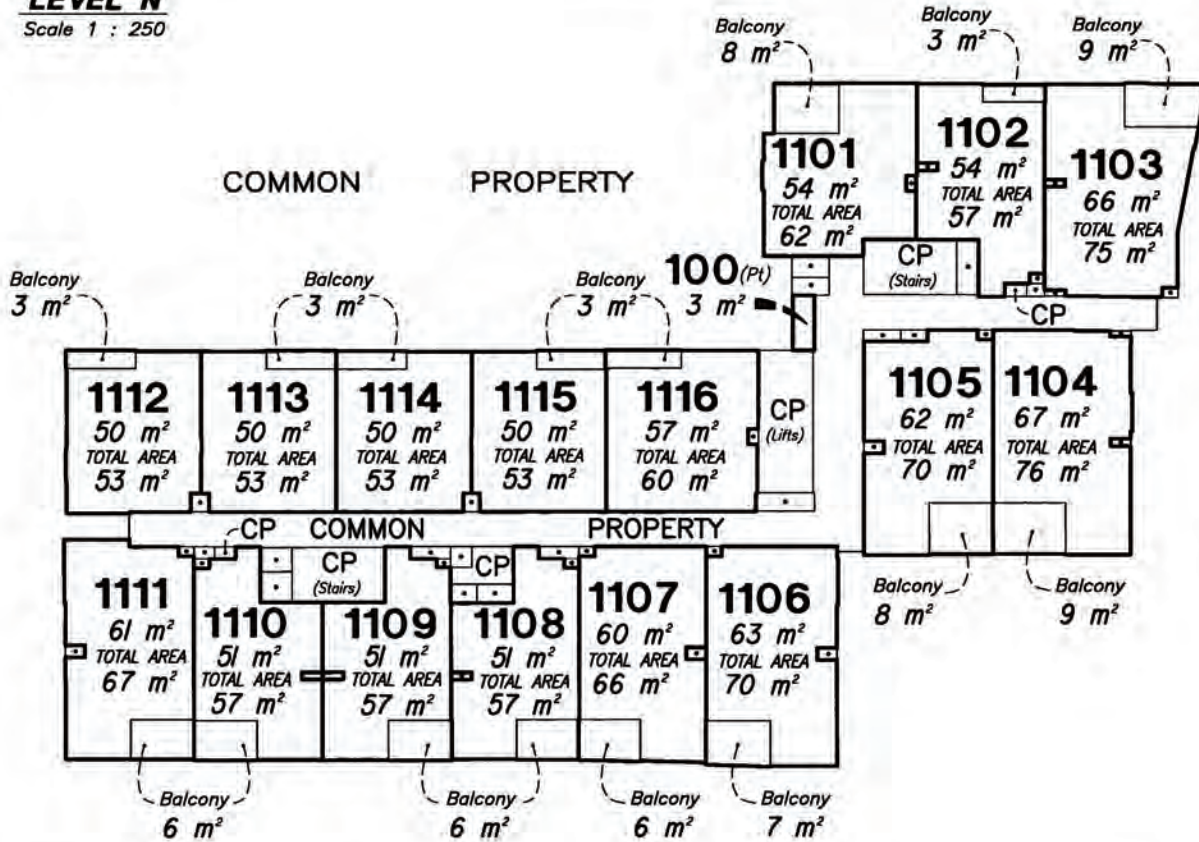


**LEVEL M**  
Scale 1 : 250



**LEVEL N**

Scale 1 : 250

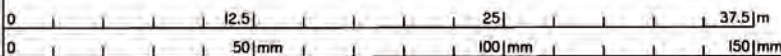
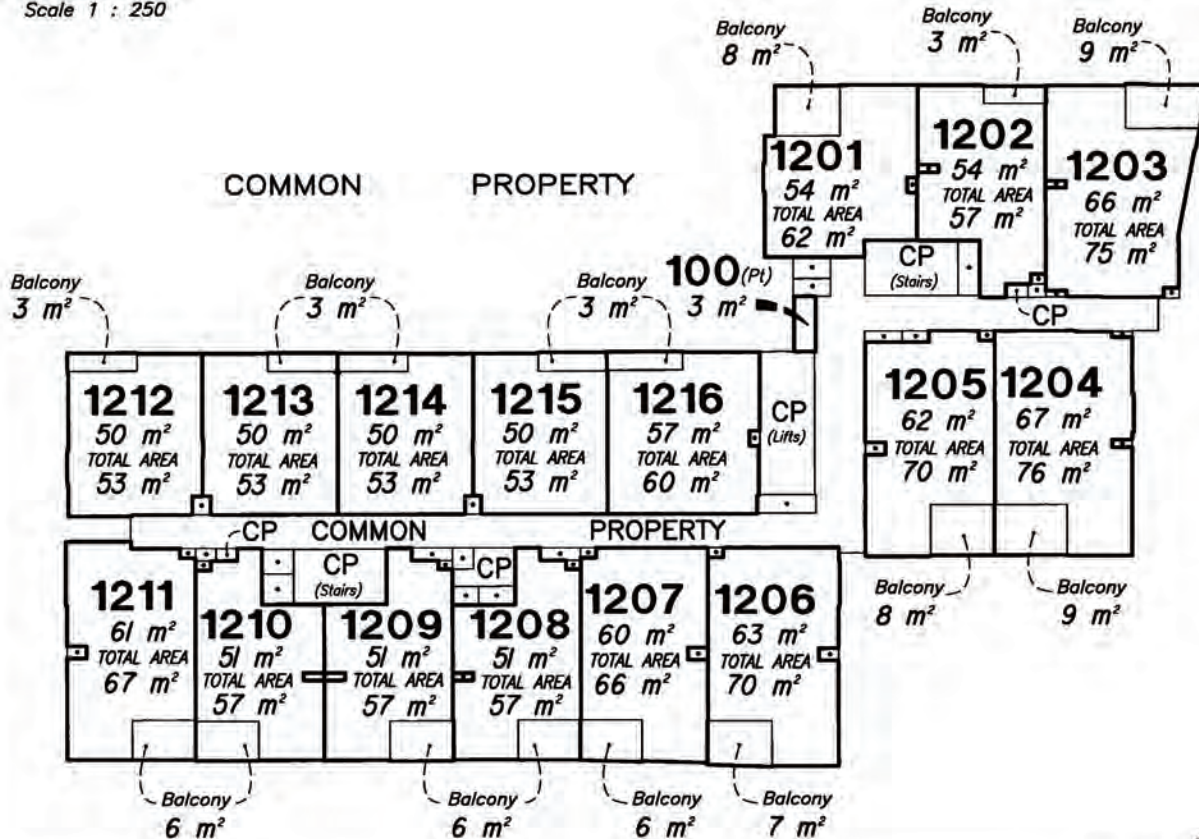


CP denotes Common Property  
□ denotes Common Property (Duct)



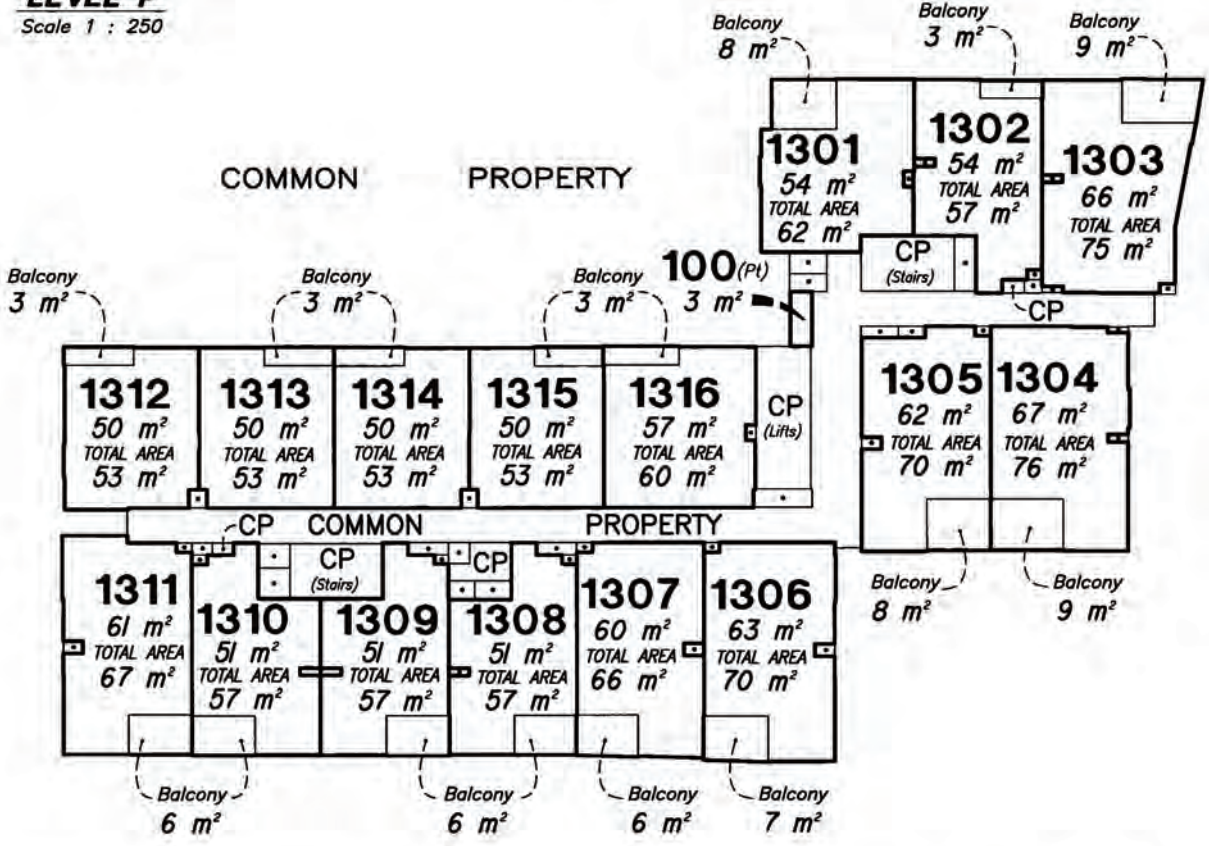
**LEVEL O**

Scale 1 : 250



**LEVEL P**

Scale 1 : 250

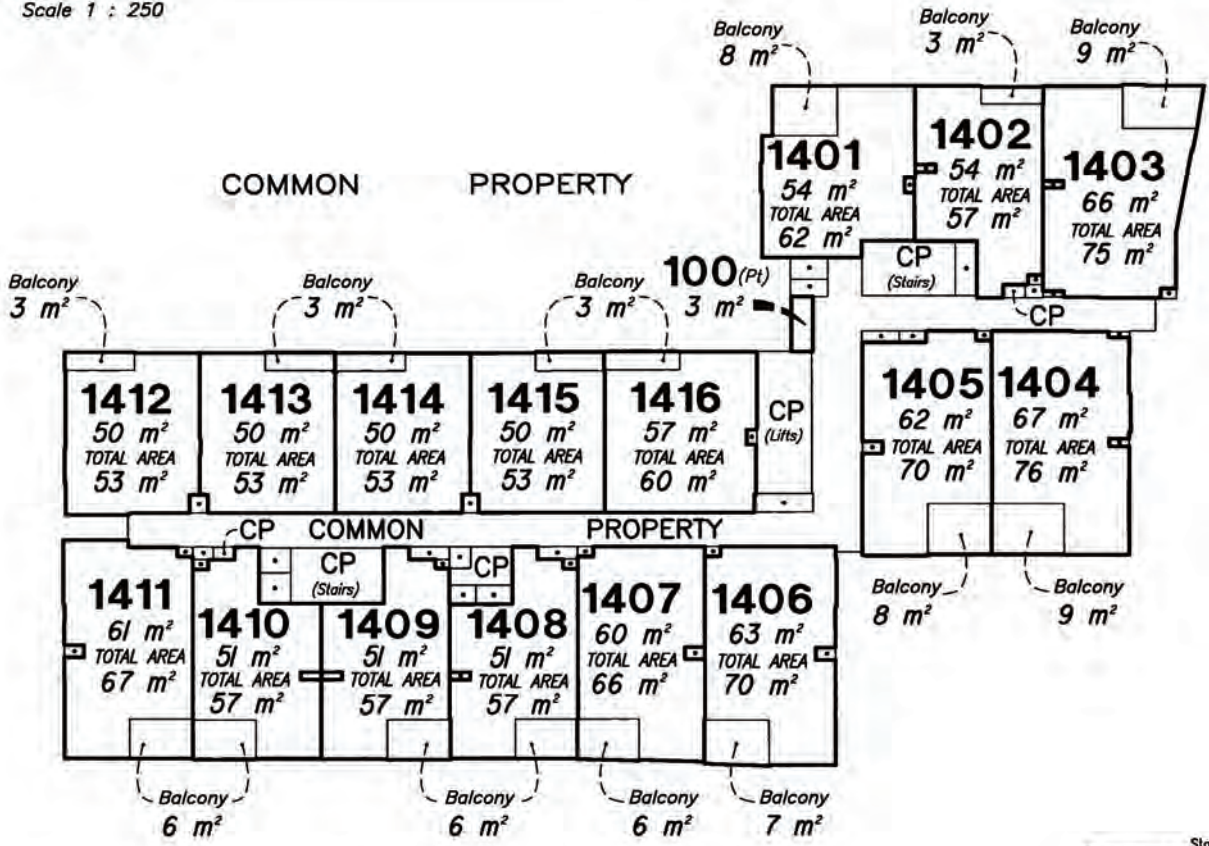


CP denotes Common Property  
□ denotes Common Property (Duct)



**LEVEL Q**

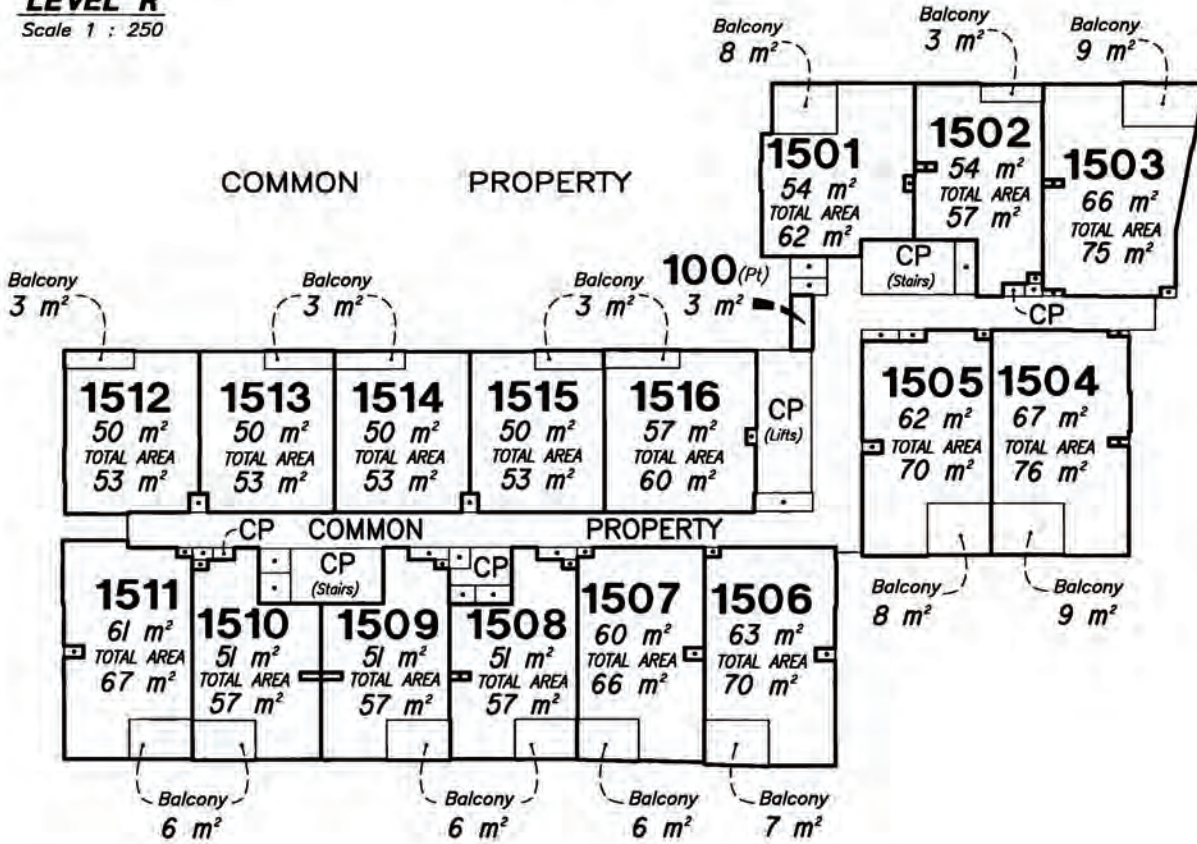
Scale 1 : 250



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Insert Plan Number **SP241590**

**LEVEL R**

Scale 1 : 250

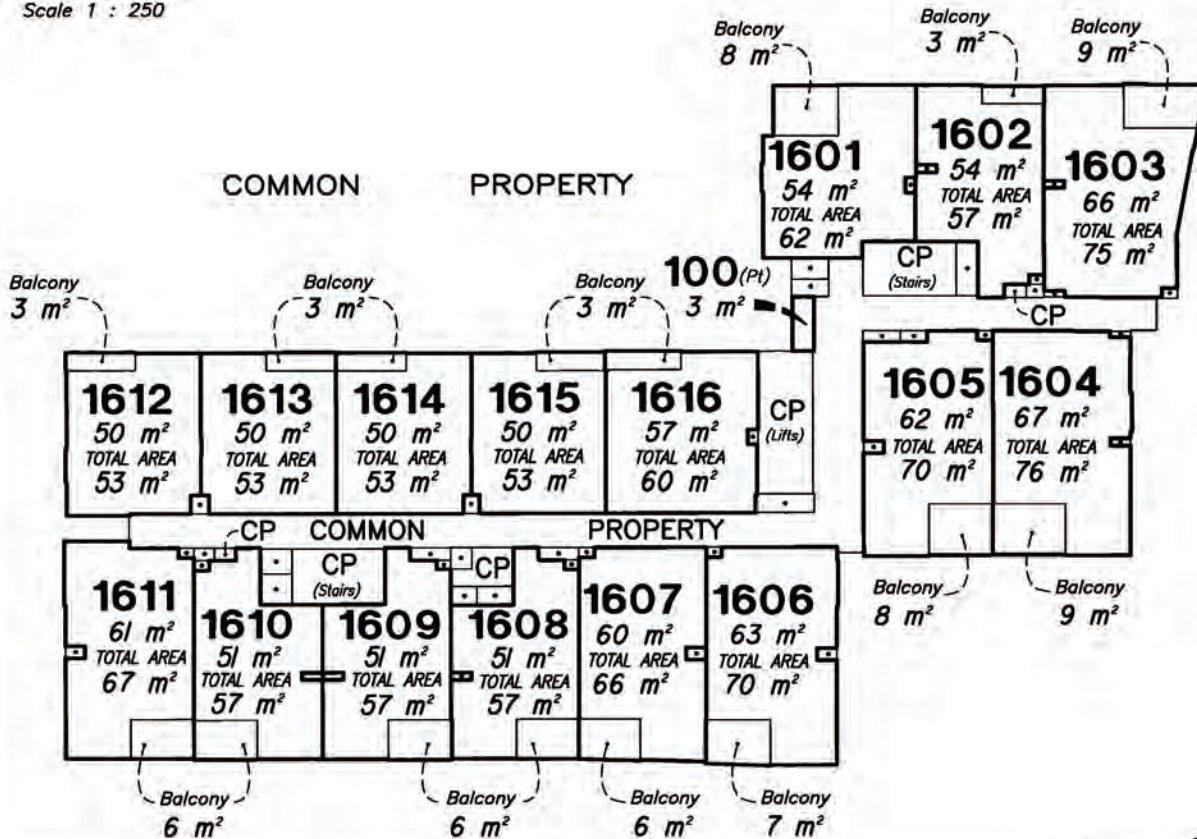


CP denotes Common Property  
□ denotes Common Property (Duct)

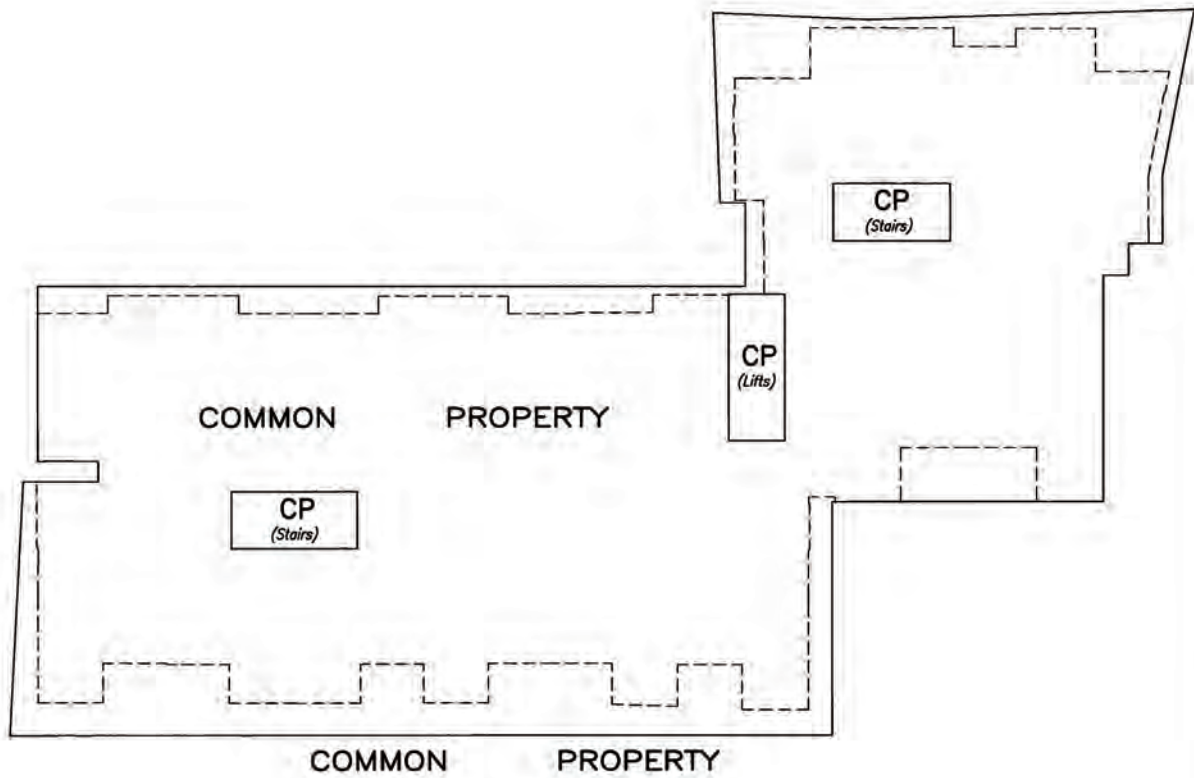


**LEVEL S**

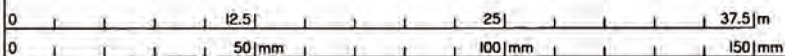
Scale 1 : 250



**LEVEL T**  
Scale 1 : 250

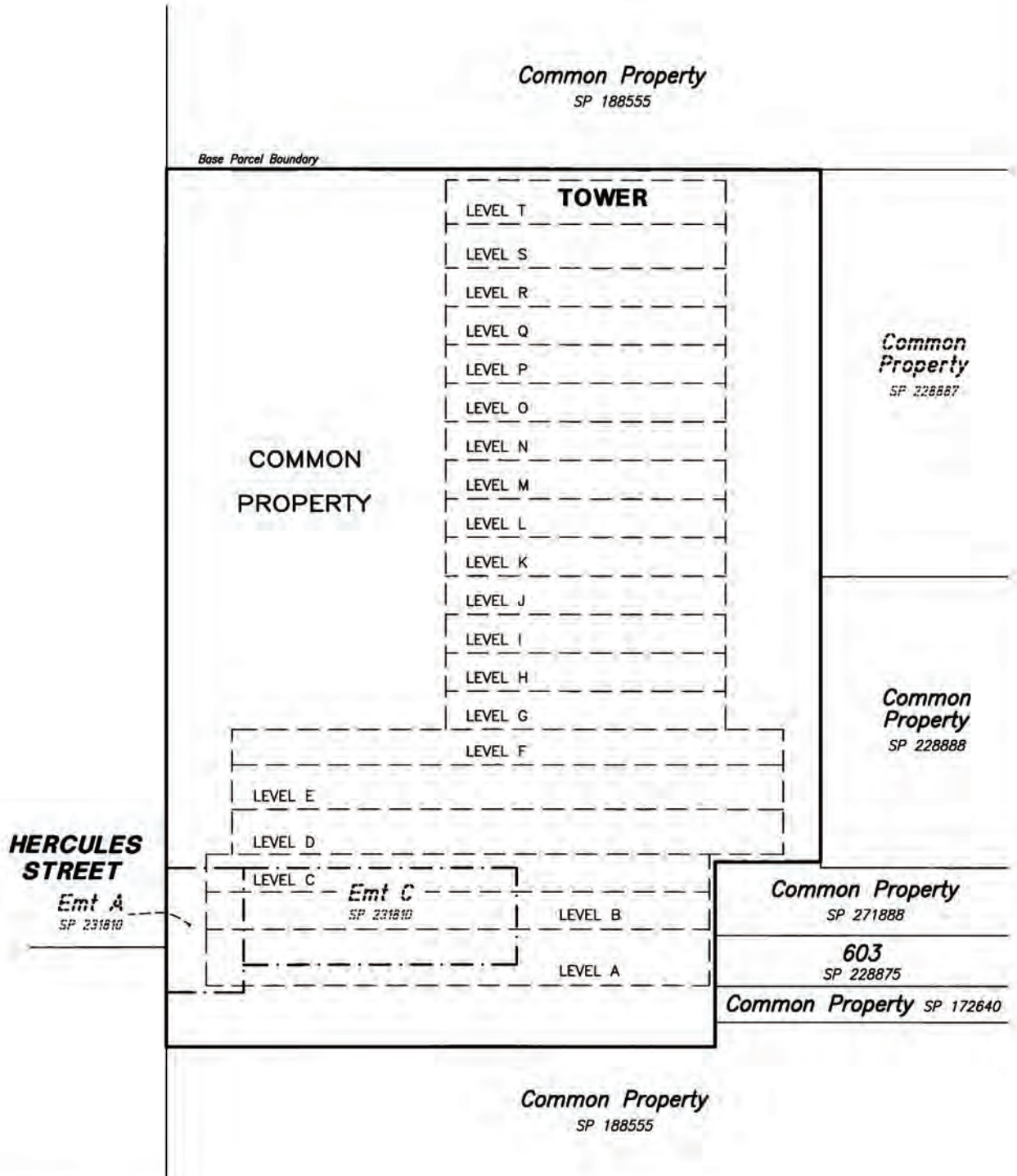


CP denotes Common Property  
--- denotes Outline of Level Below



**LATERAL ASPECT DIAGRAM**

(View Looking East)  
Not to Scale



Note :  
Easement A on SP 231810 & Easement C on  
SP 231810 only burden Common Property.

--- denotes extent of Volumetric  
Easements A & C on SP231810.

**BCCM****Form 33**

Department of Justice

**Body corporate certificate***Body Corporate and Community Management Act 1997, section 205(4)**This form is effective from 1 August 2025*

*For the sale of a lot included in a community titles scheme under the Body Corporate and Community Management Act 1997 (other than a lot to which the Body Corporate and Community Management (Specified Two-lot Schemes Module) Regulation 2011 applies).*

**WARNING - Do not sign a contract to buy a property in a community titles scheme until you have read and understood the information in this certificate. Obtain independent legal advice if needed.**

You may rely on this certificate against the body corporate as conclusive evidence of matters stated in the certificate, except any parts where the certificate contains an error that is reasonably apparent.

This certificate contains important information about the lot and community titles scheme named in the certificate, including:

- becoming an owner and contacting the body corporate
- details of the property and community titles scheme
- by-laws and exclusive use areas
- lot entitlements and financial information
- owner contributions and amounts owing
- common property and assets
- insurance
- contracts and authorisations

This certificate does not include information about:

- physical defects in the common property or buildings in the scheme;
- body corporate expenses and liabilities for which the body corporate has not fixed contributions;
- current, past or planned body corporate disputes or court actions;
- orders made against the body corporate by an adjudicator, a tribunal or a court;
- matters raised at recent committee meetings or body corporate meetings; or
- the lawful use of lots, including whether a lot can be used for short-term letting.

Search applicable planning laws, instruments and documents to find out what your lot can be used for. If you are considering short-term letting your lot, contact your solicitor, the relevant local government or other planning authority to find out about any approvals you will need or if there are any restrictions on short-term letting. It is possible that lots in the community titles scheme are being used now or could in future be used lawfully or unlawfully for short-term or transient accommodation.

**The community management statement**

Each community titles scheme has a community management statement (CMS) recorded with Titles Queensland, which contains important information about the rights and obligations of the owners of lots in the scheme. The seller must provide you with a copy of the CMS for the scheme before you sign a contract.

## The Office of the Commissioner for Body Corporate and Community Management

The Office of the Commissioner for Body Corporate and Community Management provides an information and education service and a dispute resolution service for those who live, invest or work in community titles schemes. Visit [www.qld.gov.au/bodycorporate](http://www.qld.gov.au/bodycorporate).

You can ask for a search of adjudicators orders to find out if there are any past or current dispute applications lodged for the community titles scheme for the lot you are considering buying [www.qld.gov.au/searchofadjudicatorsorders](http://www.qld.gov.au/searchofadjudicatorsorders).

### The information in this certificate is issued on 28/05/2026

#### 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

35 Hercules St

CTS No. 50356

#### 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: **Sam Kumbukage**

Company: **Ernst Body Corporate Mgt BNE**

Phone: **(07) 3620 0600**

Email: **brisbane@ebcm.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: **505**

Plan type and number: **SP241590**

Plan of subdivision: **BUILDING FORMAT PLAN**

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

### Regulation module

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

More information is available from [www.qld.gov.au/buyingbodycorporate](http://www.qld.gov.au/buyingbodycorporate).

**The regulation module that applies to this scheme is the:**

**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](http://www.qld.gov.au/buyingbodycorporate)

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

**No**

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

### Building management statement

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

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

**Yes**

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

## By-laws and exclusive use areas

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

### What by-laws apply?

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

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

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

### General by-laws

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

### Exclusive use areas

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

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

**Yes**

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

#### given with this certificate and listed below

Date of Resolution	Lot Description	Conditions
24/07/17	ALL Exclusive Use Car Parks	By Law 10 Schedule E
24/07/17	ALL Exclusive Use Storage Spaces	By Law 11 Schedule E

## 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: **929**

Total contribution schedule lot entitlements for all lots: **209,461**

### Interest schedule

Interest schedule lot entitlement for the lot: **611**

Total interest schedule lot entitlements for all lots: **121,913**

### 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 **505** for the current financial year: \$ **4,634.77**  
 Number of instalments: **3** (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
01/08/25 to 30/11/25	01/08/25	1,691.24	1,691.24	02/07/25
01/12/25 to 31/03/26	15/12/25	1,471.72	1,471.72	24/11/25
01/04/26 to 31/07/26	01/04/26	1,471.81	1,471.81	20/02/26
01/08/26****30/11/26	01/08/26	1,544.93	1,544.93	
			Amount overdue	<b>Nil</b>
			Amount Unpaid including amounts billed not yet due	<b>Nil</b>

**Sinking fund contributions**

Total amount of contributions (before any discount) for lot **505** for the current financial year: \$ **2,097.78**  
 Number of instalments: **3** (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
01/08/25 to 30/11/25	01/08/25	699.26	699.26	02/07/25
01/12/25 to 31/03/26	15/12/25	699.26	699.26	24/11/25
01/04/26 to 31/07/26	01/04/26	699.26	699.26	20/02/26
01/08/26****30/11/26	01/08/26	699.26	699.26	
			Amount overdue	<b>Nil</b>
			Amount Unpaid including amounts billed not yet due	<b>Nil</b>

**Special contributions - Administrative Fund (IF ANY)**

Date determined: **06/11/25** (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
--------	----------	------------	--------------------------------	------

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
Building Insurance	01/08/25 to 30/11/25	01/08/25	208.72	208.72	02/07/25
Building Insurance	01/12/25 to 31/03/26	15/12/25	279.35	279.35	24/11/25
Building Insurance	01/04/26 to 31/07/26	01/04/26	279.41	279.41	01/04/26

**Other amounts payable by the lot owner**

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

No other amounts payable for the lot.

### Summary of amounts due but not paid by the current owner

At the date of this certificate

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

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

## Common property and assets

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

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

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

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

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

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

Yes - you can obtain a copy from the body corporate records - last sinking fund report: 18/07/24

**Current sinking fund balance (as at date of certificate): \$ 2,174,742.61**

### 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
------	-------------	------------

### Body corporate assets

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

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

Description	Type	Acquisition	Supplier	Original Cost	Cost To Date	Market Value
PlusSalt Chlorinator	Plant and Machinery	15/06/21	QUEENSLAND POOL SOLUTIONS PO Box 3107 BRAKEN RIDGE QLD 4017	\$1,465.46	\$0.00	\$1,465.46
Salt Chlorinator	Plant and Machinery	15/06/21	QUEENSLAND POOL SOLUTIONS PO Box 3107 BRAKEN RIDGE QLD 4017	\$1,465.46	\$0.00	\$1,465.46

### 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 CHUBB (HONAN)	04GS018100	584,959,346.00	189,912.36	31/03/27	\$10,000 See policy wording
COMMON CONTENTS CHUBB (HONAN)	04GS018100			31/03/27	\$10,000 See policy wording
LOSS OF RENT CHUBB (HONAN)	04GS018100	141,870,007.00		31/03/27	\$10,000 See policy wording
PUBLIC LIABILITY CHUBB (HONAN)	93213840	50,000,000.00	14,142.21	31/03/27	\$10,000 See policy wording
OFFICE BEARER LIAB CHUBB (HONAN)	93213840	5,000,000.00		31/03/27	\$10,000 See policy wording
FIDELITY GUARANTEE CHUBB (HONAN)	93213840	100,000.00		31/03/27	\$10,000 See policy wording
VOLUNTARY WORKERS CHUBB (HONAN)	93213840	250,000.00		31/03/27	\$10,000 See policy wording

## 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
MACHINERY BREAKDOWN CHUBB (HONAN)	04GS018100	2,000,000.00		31/03/27	\$10,000 See policy wording
LEGAL DEFENCE EXP. CHUBB (HONAN)	93213840	100,000.00		31/03/27	\$10,000 See policy wording
AUDIT EXPENSES CHUBB (HONAN)	93213840	30,000.00		31/03/27	\$10,000 See policy wording
APPEAL EXPENSES CHUBB (HONAN)	93213840	150,000.00		31/03/27	\$10,000 See policy wording
FLOOD CHUBB (HONAN)	04GS018100	5,000,000.00		31/03/27	\$10,000 See policy wording
PAINT CHUBB (HONAN)	04GS018100			31/03/27	\$10,000 See policy wording
STORM SURGE CHUBB (HONAN)	04GS018100	5,000,000.00		31/03/27	\$10,000 See policy wording

## Alternative insurance

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

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

**No**

## Lot owner and occupier insurance

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

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

More information about insurance in community titles schemes is available from your solicitor or [www.qld.gov.au/buyingbodycorporate](http://www.qld.gov.au/buyingbodycorporate)

## Contracts and authorisations

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

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

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

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

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

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

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

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

**Yes - Name of caretaking service contractor engaged:** Alcyone Group Pty Ltd

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

**Yes - Name of authorised letting agent:** Alcyone Group Pty Ltd

**Embedded network electricity supply**

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

**No**

More information about embedded networks in community titles schemes is available from [www.qld.gov.au/buyingbodycorporate](http://www.qld.gov.au/buyingbodycorporate).

**Body corporate authority**

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

**Name/s** Ernst Body Corporate Mgt BNE

**Positions/s held** Body Corporate Manager

**Date** 28/05/2026

**Signature/s** *Jayleen Tuhivai*

**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

# 35 Hercules St CTS 50356

35 Hercules Street Hamilton, Brisbane Qld 4007

## BALANCE SHEET

AS AT 28 MAY 2026

	ACTUAL 28/05/2026	ACTUAL 31/07/2025
<b><u>OWNERS FUND</u></b>		
Administrative Fund	995,484.64	617,525.04
Sinking Fund	2,174,742.61	1,779,883.67
<b><u>TOTAL</u></b>	<b><u>\$ 3,170,227.25</u></b>	<b><u>\$ 2,397,408.71</u></b>

### **THESE FUNDS ARE REPRESENTED BY**

#### **CURRENT ASSETS**

Cash At Bank	1,228,033.28	1,141,304.75
Term Deposit 1	231,536.69	224,950.87
Term Deposit 2	205,547.95	200,000.00
Term Deposit 3	230,197.52	223,649.79
Term Deposit 4	550,631.66	539,980.00
Term Deposit 5	206,955.89	200,000.00
Term Deposit 6	110,904.93	107,819.95
Term Deposit 7	168,147.21	161,100.41
Term Deposit 8	317,780.06	308,420.00
Interest Receivable	0.00	11,835.09
Prepaid Expenses	0.00	126,156.37
Sundry Debtors	0.00	4,649.41
Sundry Debtors (Utilities)	(44,087.03)	(101,013.69)
Levies - Billed Not Due	0.00	580,630.61
Levies - Prepayments	28,107.03	10,784.96
Levies - In Arrears	11,059.98	0.00
Other Arrears	4,607.13	11,111.43
<b><u>TOTAL ASSETS</u></b>	<b><u>3,249,422.30</u></b>	<b><u>3,751,379.95</u></b>

#### **LIABILITIES**

G S T Clearing Account	(33,787.69)	(12,888.25)
P A Y G Clearing Account	1,552.94	696.79
Creditors	57,770.95	15,004.08
Accrued Expenses	0.00	401,970.46
Levies - Billed Not Due	0.00	527,846.00
Levies - Prepayments	25,551.82	9,804.60
Levies - In Advance	28,107.03	382,304.84
Other Advance Payments	0.00	29,232.72
<b><u>TOTAL LIABILITIES</u></b>	<b><u>79,195.05</u></b>	<b><u>1,353,971.24</u></b>

#### **NET ASSETS**

	<b><u>\$ 3,170,227.25</u></b>	<b><u>\$ 2,397,408.71</u></b>
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# 35 Hercules St CTS 50356

35 Hercules Street Hamilton, Brisbane Qld 4007

## STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 AUGUST 2025 TO 28 MAY 2026

	ACTUAL 01/08/25-28/05/26	BUDGET 01/08/25-31/07/26	%	ACTUAL 01/08/24-31/07/25
<b><u>ADMINISTRATIVE FUND</u></b>				
<b><u>INCOME</u></b>				
Levies - Administrative Fund	950,000.99	950,000.00	100.00	1,039,992.92
Discount - Admin Fund	(0.02)	0.00	0.00	0.00
Special Admin Fund Levy	0.00	0.00	0.00	184,992.17
Interest On Overdue Levies	1,512.47	0.00		1,264.45
<b>TOTAL ADMIN. FUND INCOME</b>	<b>951,513.44</b>	<b>950,000.00</b>		<b>1,226,249.54</b>
<b><u>EXPENDITURE - ADMIN. FUND</u></b>				
Bank Charges	85.31	35.00	243.74	86.84
Bms Administration	1,176.67	1,000.00	117.67	962.50
Bms Expenses	(275,947.30)	100,000.00	(275.95)	86,493.07
Bms Settlement	0.00	197,709.00	0.00	0.00
Bms - Reimb. Retail Lots	(12,735.60)	(17,600.00)	72.36	(13,239.03)
Caretaking Agreement	341,022.77	422,453.00	80.72	411,353.81
Cleaning General - Bldg. Mgr.	0.00	6,500.00	0.00	1,050.00
Cleaning - Carpets	9,240.00	9,240.00	100.00	12,320.00
Cleaning - Hygiene Service	2,762.07	2,900.00	95.24	2,839.90
Cleaning - Material	2,356.32	12,500.00	18.85	17,818.53
Cleaning - Chute	1,785.00	0.00		0.00
Cleaning - Windows	7,053.00	2,700.00	261.22	1,650.00
Consultants Fees	0.00	3,500.00	0.00	3,335.00
Electricity - Bulk Power	220,496.32	293,500.00	75.13	278,435.43
Electricity-Bulk Power-Reimb.	(144,683.51)	(240,000.00)	60.28	(175,256.45)
Elect-Qld Gov't Rebates Rec'd	0.00	0.00	0.00	(299,000.00)
Elect-Qld Gov't Rebates Paid	0.00	0.00	0.00	297,700.00
Electricity - Bulk - Admin	29,089.02	47,000.00	61.89	46,130.68
Electricity-Bulk-Admin-Reimb.	(41,368.61)	(44,200.00)	93.59	(43,837.43)
Fees & Permits	886.27	1,700.00	52.13	1,364.89
Garbage Towing/Removal	0.00	1,000.00	0.00	0.00
Insur. - Premium	271,063.52	154,839.00	175.06	131,202.14
Insur.Premium Reimb.(Building)	(139,213.69)	(139,216.00)	100.00	(113,589.70)
Insur. - Claim Excess Paid	0.00	0.00	0.00	10,000.00
Insur. - Stamp Duty - No Gst	25,581.71	14,917.00	171.49	11,892.41
Insurance Claim Paid	0.00	0.00	0.00	32,359.08
Insur. - Claim Refund	0.00	0.00	0.00	(32,368.17)
Electronic Records	4,366.16	4,700.00	92.90	4,631.46
Legal Exp. - General	21,237.93	50,000.00	42.48	129,075.88
P P & O - General	1,715.84	2,500.00	68.63	1,342.90
P P & O - Fixed Contract	22,584.14	27,251.00	82.87	26,274.72
R & M - Air Conditioning	10,179.36	18,000.00	56.55	15,214.50
R & M - Building	19,018.41	17,000.00	111.87	17,152.19
R & M - Electrical	14,114.77	14,000.00	100.82	17,642.73
R & M - Fire Equipment	25,550.83	40,000.00	63.88	58,042.40
R & M - Gardens & Grounds	549.77	5,000.00	11.00	2,744.09

# 35 Hercules St CTS 50356

35 Hercules Street Hamilton, Brisbane Qld 4007

## STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 AUGUST 2025 TO 28 MAY 2026

	ACTUAL 01/08/25-28/05/26	BUDGET 01/08/25-31/07/26	%	ACTUAL 01/08/24-31/07/25
R & M - Grease Traps	0.00	2,300.00	0.00	0.00
R & M - Keys & Locks	1,850.41	500.00	370.08	1,260.68
R & M - Lifts	18,308.18	22,000.00	83.22	20,968.32
R & M - Pest Control	8,836.29	8,500.00	103.96	8,414.00
R & M - Plant & Equip.	13,742.99	8,000.00	171.79	4,336.13
R & M - Plumbing	16,138.22	0.00		0.00
R & M - Pool, Spa, Sauna	2,573.32	4,500.00	57.18	3,430.13
R & M - Security Equipment	3,412.50	5,000.00	68.25	2,215.27
Signs	0.00	2,500.00	0.00	6,189.09
Secretarial - Admin	25,165.11	28,500.00	88.30	27,480.00
Secretarial - Additional	18,520.00	14,900.00	124.30	23,601.05
Secretarial-Utilities	1,000.00	1,500.00	66.67	1,300.00
Sundry Expenses	(1,384.60)	0.00	0.00	0.00
Tax Fee - Income Tax	0.00	400.00	0.00	375.00
Tax Fee (Bas)	1,125.00	1,500.00	75.00	1,500.00
Telephone - Fire & Lifts	8,465.96	3,800.00	222.79	3,223.19
Water Charges	25,629.12	35,189.00	72.83	33,514.53
Workplace Legislat. Compliance	3,299.86	3,100.00	106.45	2,142.54
Prior Year Adjustment	8,905.00	0.00		(34,984.97)
<b>TOTAL ADMIN. EXPENDITURE</b>	<b>573,553.84</b>	<b>1,151,117.00</b>		<b>1,046,789.33</b>
<b>SURPLUS /(DEFICIT)</b>	<b>\$ 377,959.60</b>	<b>\$ (201,117.00)</b>		<b>\$ 179,460.21</b>
Opening Admin. Balance	617,525.04	617,525.04	100.00	438,064.83
<b>ADMINISTRATIVE FUND BALANCE</b>	<b>\$ 995,484.64</b>	<b>\$ 416,408.04</b>		<b>\$ 617,525.04</b>

# 35 Hercules St CTS 50356

35 Hercules Street Hamilton, Brisbane Qld 4007

## STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 AUGUST 2025 TO 28 MAY 2026

	ACTUAL 01/08/25-28/05/26	BUDGET 01/08/25-31/07/26	%	ACTUAL 01/08/24-31/07/25
<b><u>SINKING FUND</u></b>				
<b><u>INCOME</u></b>				
Levies - Sinking Fund	429,985.38	430,000.00	100.00	430,004.72
Interest Received - Sink Fund	55,780.89	65,000.00	85.82	72,483.12
Interest Accrued Sf	(11,835.09)	8,500.00	(139.24)	11,835.09
Interest Received - Ato	0.00	0.00	0.00	11.32
<b><u>TOTAL SINKING FUND INCOME</u></b>	<b>473,931.18</b>	<b>503,500.00</b>		<b>514,334.25</b>
<b><u>EXPENDITURE - SINKING FUND</u></b>				
Air Cond. Equipment	25,964.72	20,000.00	129.82	86,497.14
Building	1,055.00	15,000.00	7.03	9,959.29
Bms - Reimb. Retail Lots	(2,033.75)	(4,500.00)	45.19	(4,359.92)
Fire Doors	0.00	4,000.00	0.00	0.00
Emergency Lighting	5,272.00	2,000.00	263.60	427.09
Electrical Equipment	0.00	5,000.00	0.00	7,719.00
Fire Equipment	3,137.99	5,000.00	62.76	0.00
Gym Equipment	7,871.82	0.00		0.00
<b><u>INCOME TAX SF</u></b>				
Income Tax - Payg S.F	12,694.15	15,000.00	84.63	16,495.43
Income Tax - Payg Provision	5,736.30	0.00		(341.00)
Keys & Locks	0.00	1,000.00	0.00	2,778.94
Lifts	8,400.00	5,000.00	168.00	0.00
Plant & Equipment	1,587.48	15,000.00	10.58	16,562.75
Painting	37,573.41	47,000.00	79.94	111,736.60
Pool - Equipment	2,427.56	2,500.00	97.10	1,486.96
Security System / Equipment	66,894.31	60,000.00	111.49	55,217.00
Wharf	(69,443.59)	0.00	0.00	0.00
Prior Year Adjustment	(28,065.16)	0.00	0.00	0.00
<b><u>TOTAL SINK. FUND EXPENDITURE</u></b>	<b>79,072.24</b>	<b>192,000.00</b>		<b>304,179.28</b>
<b><u>SURPLUS/(DEFICIT)</u></b>	<b>\$ 394,858.94</b>	<b>\$ 311,500.00</b>		<b>\$ 210,154.97</b>
Opening Sinking Fund Balance	1,779,883.67	1,779,883.67	100.00	1,569,728.70
<b><u>SINKING FUND BALANCE</u></b>	<b>\$ 2,174,742.61</b>	<b>\$ 2,091,383.67</b>		<b>\$ 1,779,883.67</b>

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# 35 HERCULES ST CTS 50356

ABN 17 582 295 709

## STATEMENT

Statement Period	
01 Aug 24 to 28 May 26	
A/c Number	42
Lot Number	505
Unit Number	

Transfer Date: 19/09/24

Last Certificate Issued: 12/09/24

Page Number

Date	Type	Details	Reference	Debit	Credit	Balance
		Brought forward				0.00
01/08/24	Administrative Fund	01/08/24 to 30/11/24	I0013553	1,643.31		1,643.31
01/08/24	Sinking Fund	01/08/24 to 30/11/24	I0013782	609.61		2,252.92
01/08/24	Building Insurance	01/08/24 to 30/11/24	I0014011	201.81		2,454.73
01/08/24	Receipt	Administrative Fund	R0005776		1,643.31	811.42
01/08/24	Receipt	Sinking Fund	RA005776		609.61	201.81
01/08/24	Receipt	Building Insurance	RB005776		201.81	0.00
30/10/24	Administrative Fund	01/12/24 to 31/03/25	I0014240	1,715.31		1,715.31
30/10/24	Sinking Fund	01/12/24 to 31/03/25	I0014469	744.13		2,459.44
30/10/24	Building Insurance	01/12/24 to 31/03/25	I0014698	212.20		2,671.64
17/12/24	Receipt	Administrative Fund	R0006087		1,715.31	956.33
17/12/24	Receipt	Sinking Fund	RA006087		744.13	212.20
17/12/24	Receipt	Building Insurance	RB006087		212.20	0.00
17/12/24	Receipt	Other	RC006087		44.00	-44.00
20/02/25	Administrative Fund	01/04/25 to 31/07/25	I0014927	1,715.21		1,671.21
20/02/25	Admin. Fund Special	01/04/25	I0015156	902.52		2,573.73
20/02/25	Sinking Fund	01/04/25 to 31/07/25	I0015385	744.13		3,317.86
20/02/25	Building Insurance	01/04/25 to 31/07/25	I0015614	212.20		3,530.06
				\$8,700.43	\$5,170.37	\$3,530.06
Over 90 Days	90 Days	60 Days	30 Days	Current	<b>BALANCE DUE: Nil</b>	
0.00	0.00	0.00	0.00	0.00	Date Paid	Amount Paid



Tel: 1300 552 311 Ref: 9753 2125 4	<b>Telephone:</b> Call this number to pay by credit card. International +613 8648 0158	
www.stratamax.com.au Ref: 9753 2125 4	<b>Internet:</b> Visit this website to make a secure credit card payment over the internet.	
www.stratapay.com/ddr Ref: 9753 2125 4	<b>Direct Debit:</b> Make auto payments directly from your nominated bank account or credit card.	

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<b>Bill Code: 96503</b> Ref: 211814603 1000 0000 426	<b>BPay:</b> Contact your participating financial institution to make a payment from your cheque or savings account. BPAY® Registered to BPAY Pty Ltd ABN 69 079 137 518
<b>In Person:</b> Pay in-store at Australia Post by cheque or EFTPOS All cheques must be made payable to: BODY CORPORATE FOR 35 HERCULES ST CTS 50356	

<b>LOT/UNIT</b>	<b>STRATAPAY REFERENCE NO.</b>
Lot 505/ Unit	9753 2125 4
<b>DUE DATE</b>	
35 HERCULES ST	
<b>MANAGED BY</b>	<b>AMOUNT</b>
EBCM	<b>\$0.00</b>



\*496 211814603 10000000426

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# 35 HERCULES ST CTS 50356

ABN 17 582 295 709

## STATEMENT

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Statement Period	
01 Aug 24 to 28 May 26	
A/c Number	42
Lot Number	505
Unit Number	

Page Number

Date	Type	Details	Reference	Debit	Credit	Balance
04/03/25	Receipt	Administrative Fund	R0006170		1,671.21	1,858.85
04/03/25	Receipt	Admin. Fund Special	RA006170		902.52	956.33
04/03/25	Receipt	Sinking Fund	RB006170		744.13	212.20
04/03/25	Receipt	Building Insurance	RC006170		212.20	0.00
20/06/25	Administrative Fund	01/08/25 to 30/11/25	I0015843	1,691.24		1,691.24
20/06/25	Sinking Fund	01/08/25 to 30/11/25	I0016072	699.26		2,390.50
20/06/25	Building Insurance	01/08/25 to 30/11/25	I0016301	208.72		2,599.22
02/07/25	Receipt	Administrative Fund	R0006504		1,691.24	907.98
02/07/25	Receipt	Sinking Fund	RA006504		699.26	208.72
02/07/25	Receipt	Building Insurance	RB006504		208.72	0.00
13/11/25	Administrative Fund	01/12/25 to 31/03/26	I0016530	1,471.72		1,471.72
13/11/25	Sinking Fund	01/12/25 to 31/03/26	I0016759	699.26		2,170.98
13/11/25	Building Insurance	01/12/25 to 31/03/26	I0016988	279.35		2,450.33
24/11/25	Receipt	Administrative Fund	R0006800		1,471.72	978.61
24/11/25	Receipt	Sinking Fund	RA006800		699.26	279.35
24/11/25	Receipt	Building Insurance	RB006800		279.35	0.00
01/12/25	Receipt	Administrative Fund	R0006846		2,450.33	-2,450.33
20/02/26	Administrative Fund	01/04/26 to 31/07/26	I0017217	1,471.81		-978.52
20/02/26	Sinking Fund	01/04/26 to 31/07/26	I0017446	699.26		-279.26
20/02/26	Building Insurance	01/04/26 to 31/07/26	I0017675	279.41		0.15
01/04/26	Receipt	Building Insurance	R0007200		0.15	0.00
				\$16,200.46	\$16,200.46	\$0.00

# CONTRACTS REGISTER

## 35 HERCULES ST CTS 50356

Contractor Name & Address	Details of Duties	Delegated Powers	Basis of Remuneration	Commencement Date	Term of Contract	Options	Copy of Agreement on File	Workers Comp No	Termination Date	Name of Financier	Date of Advice from Financier	Withdrawal
<b>Alcyone Group Pty Ltd</b>												
35 Hercules Street Hamilton Qld 4007	Caretaking Duties		\$412,148.98 pa + GST + CPI	23/08/17	25 years	5 years	Y			Suncorp	22/02/18	
35 Hercules Street Hamilton Qld 4007	Letting agent		No Cost to BC	23/08/17	25 years		Y			Suncorp	22/02/18	
<b>Ernst Body Corporate Management Pty Ltd</b>												
HQ South, Level 2 520 Wickham Street Fortitude Valley Qld 4006			As per agreement	30/10/25	1 year		Y					
<b>Origin Energy Retail Limited</b>												
264-278 George Street Sydney NSW 2000	Installation, Operation & Maintenance of Central Hot Water System		As per contract	11/08/17	6 months	roll over every 6 months						

35 HERCULES ST CTS 50356  
Statement Pursuant to Section 206 (2) (c)

PRINCIPLES FOR DECIDING THE CONTRIBUTION LOT ENTITLEMENT FOR A LOT

1. The contribution schedule principle under section 46(7) of the Body Corporate and Community Management Act 1997 (BCCM Act) on which the contribution schedule lot entitlements for the community titles scheme has been decided is the relativity principle.
2. The relativity principle referred to in paragraph 1 above the principle that the lot entitlements must clearly demonstrate the relationship between the lots in the community titles scheme by reference to one or more particular relevant factors.
3. Section 46A(3) of the BCCM Act states that a relevant factor (as referred to in paragraph 2 above) may, and may only, be any of the following:
  - a. how the community titles scheme is structured;
  - b. the nature, features and characteristics of the lots;
  - c. the purposes for which the lots are used;
  - d. the impact the lots may have on the costs of maintaining the common property;
  - e. the market values of the lots.
4. Individual contribution schedule lot entitlements for the community titles scheme were decided by reference to the following factors:
  - a. The nature, features and characteristics of the lots in the community titles scheme;
  - b. The purposes for which the lots in the community titles scheme are used; and
  - c. The impact the lots in the community titles scheme may have on the costs of maintaining the common property within the community titles scheme,and, in having reference to these factors, it is considered just and equitable for there to be a variation, ranging from a minimum of 867 to a maximum of 981, in the contribution schedule lot entitlements for the community titles scheme.
5. After having decided to use the relativity principle and by reference to the factors referred to in paragraph 4 above, the individual contribution lot entitlements for the community titles scheme were decided on the basis that certain features or characteristics of lots in the community titles scheme impact on the costs to the body corporate of repairing, maintaining, capital replacement and cleaning the common property, for example:
  - a. a lot which has a greater external surface area will have a higher contribution schedule lot entitlement than a lot which has a smaller external surface area because there is a higher cost of repairing,

maintaining, replacing and cleaning that part of the common property surrounding the lot with the greater external surface area; and

- b. the greater the floor area of a lot, the greater the prospective demand on the common property to protect, support, service and generally benefit the lot with corresponding greater cost to the body corporate in the provision of and in the repair, maintenance, capital replacement and, as applicable, cleaning of the common property provided to the lot.

#### PRINCIPLES FOR DECIDING THE INTEREST LOT ENTITLEMENT FOR A LOT

The interest schedule lot entitlements for lots in the community titles scheme reflect the respective market values of the lots and are calculated using the market value principle.

**35 HERCULES ST CTS 50356**

**REGISTER OF IMPROVEMENTS ON COMMON  
PROPERTY FOR WHICH INDIVIDUAL LOT OWNERS  
ARE RESPONSIBLE**

1. By-Laws

The following by-laws may potentially relate to improvement/s on the common property that the lot owner will be liable to maintain.

By-Laws relating to exclusive use:

<u>By-Law No.</u>	<u>Relevant Lots</u>	<u>Subject of By-Law</u>
10	Per Schedule C	Exclusive use car parks
12	Per Schedule C	Exclusive use area
	Per Schedule C	
	Per Schedule C	

By-Laws other than Exclusive Use By-Laws:

<u>By-Law No</u>	<u>Relevant Lots</u>	<u>Subject of By-Law</u>
8	All	Supply of services to Lots

2. Agreements

The following agreements may potentially relate to improvements on the common property that the lot owner is liable to maintain.

NIL



Chubb Insurance Australia Limited  
ABN: 23 001 642 020 AFSL: 239687  
Grosvenor Place  
Level 38, 225 George Street  
Sydney NSW 2000, Australia  
O +61 2 9335 3200  
www.chubb.com/au

Date Issued: 01 April 2026

# Certificate of Currency

This Certificate of Currency confirms the following **Policy** is current at the date stated below. Please refer to **Policy** documents for full terms and conditions.

Certificate of Currency	
<b>Named Insured:</b>	Portside Complex comprising:-  Hercules Northshore CTS 50356;  Infinity at Portside – CTS 36408 & lots 101 – 163 + CP on SP172615;  Pinnacle at Portside – CTS 47105 & Lots 20001 – 21405 + CP on SP2133402;  Promenade Hamilton Apartments – CTS 43582 & Lots 4001 – 4172 + CP on SP 206823;  Loft at Portside – CTS 36241 & Lots 301 – 312 + CP on SP174567;  Flare at Portside – CTS 36243 & Lots 801 – 896 + CP on SP169057;  Brisbane Cruise Terminal – Viaduct Servicing & Laneway as Lot 904 on SP231750;  Hercules at Portside – CTS 36408 & Lot 921 on SP231800;  Link at Portside – CTS 46906 & Lots 901 – 948 + CP on SP228888;  Portside Wharf Building 2 - Lot 911 Retail, Plaza & Roadways and Lot 817 Wharf Only;;  Portside Wharf Commercial - CTS 36242, Common Property - Plaza, etc;  Proximity Hamilton CTS48584; and  Principal Body Corporate on Precinct - CTS 36407
Indemnity to Others (Section 5, General Liability Insurance Only)	Not Applicable

Policy Number:	04GS018100	
Insurance:	Commercial Strata Insurance	
Wording	Chubb Strata Insurance ChubbSTRATA01PDS0224	
<b>Period of Insurance:</b>	From:	4.00pm on 31 March 2026, Local Standard Time
	To:	4.00pm on 31 March 2027, Local Standard Time
The Insurer:	Section 1	52.50% Chubb Insurance Australia Limited
	Section 2	52.50% Chubb Insurance Australia Limited
	Section 3	52.50% Chubb Insurance Australia Limited
	Section 4-10	Not Insured
<b>Insured Location</b>	39 Hercules Street, Hamilton QLD 4007	
<b>Limits of Liability</b>		
Section 1: Property Damage Insurance	<b>Buildings and Common Property</b>	AUD 584,959,346
	<b>Common Contents</b>	Not Insured
	<b>Catastrophe</b>	AUD 58,495,935
Section 2: Machinery Breakdown Insurance	AUD 2,000,000	
Section 3: Consequential Loss Insurance	AUD 141,870,007	
Combined Section 1 - Property Damage Insurance and Section 3 - Consequential Loss Insurance Limit of Liability	AUD 785,000,000	
Section 4: Crime Insurance	Not Insured	
Section 5: General Liability Insurance	<b>Personal Injury</b>	Not Insured
	<b>Property Damage</b>	Not Insured
Section 6: Environmental Impairment Liability Insurance	Not Insured	

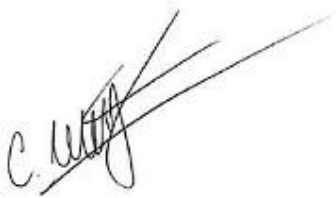
Section 7: Management Committee Liability Insurance	Not Insured	
Section 8: Audit Expenses Insurance	Not Insured	
Section 9: Appeal Expenses Insurance	Not Insured	
Section 10: Voluntary Workers Insurance	<b>Accident</b> each occurrence Limit	Not Insured
	<b>Accident</b> aggregate Limit	Not Insured

All the values on this Certificate of Currency are correct as at 01 April 2026 and may only be subject to change within the **Period of Insurance** by written agreement between the Insurer and the **Insured**.

The insurance afforded by the policies described in this Certificate is subject to all terms, exclusions and conditions of such policies.

This Certificate is furnished as a matter of information only and does not constitute an insurance contract upon which claims can be made. **Policy** terms and conditions incorporate provisions which may enable Insurers to cancel or vary the **Policy** on the happening of prescribed circumstances or events (i.e. non-payment of premium). Therefore, this confirmation of insurance is not to be construed as guaranteeing that the **Policy** will remain in force throughout the **Period of Insurance** as specified herein.

Signed:



Clayton McCarthy  
Strata Underwriter

---

Authorised Officer, Chubb Insurance Australia Limited  
ABN 23 001 642 020 AFSL 239687



Chubb Insurance Australia Limited  
ABN: 23 001 642 020 AFSL: 239687  
Grosvenor Place  
Level 38, 225 George Street  
Sydney NSW 2000, Australia  
O +61 2 9335 3200  
www.chubb.com/au

Date Issued: 09 April 2026

## Certificate of Currency

This Certificate of Currency confirms the following **Policy** is current at the date stated below. Please refer to **Policy** documents for full terms and conditions.

Certificate of Currency		
<b>Named Insured:</b>	Hercules Northshore CTS 50356 - Ancillary	
Indemnity to Others (Section 5, General Liability Insurance Only)	Not Applicable	
Policy Number:	93213840	
Insurance:	Commercial Strata Insurance	
Wording	Chubb Strata Insurance ChubbSTRATA01PDS0224	
<b>Period of Insurance:</b>	From:	4.00pm on 31 March 2026, Local Standard Time
	To:	4.00pm on 31 March 2027, Local Standard Time
The Insurer:	Section 1	Not Insured
	Section 2	Not Insured
	Section 3	Not Insured
	Section 4-10	100.00% Chubb Insurance Australia Limited
<b>Insured Location</b>	Hercules Street, Hamilton QLD 4007	

Limits of Liability		
Section 1: Property Damage Insurance	<b>Buildings and Common Property</b>	Not Insured
	<b>Common Contents</b>	Not Insured
	<b>Catastrophe</b>	Not Insured
Section 2: Machinery Breakdown Insurance	Not Insured	
Section 3: Consequential Loss Insurance	Not Insured	
Combined Section 1 - Property Damage Insurance and Section 3 - Consequential Loss Insurance Limit of Liability	Not Insured	
Section 4: Crime Insurance	AUD 100,000	
Section 5: General Liability Insurance	<b>Personal Injury</b>	AUD 50,000,000 in respect of any one <b>Occurrence</b>
	<b>Property Damage</b>	AUD 50,000,000 in respect of any one <b>Occurrence</b>
Section 6: Environmental Impairment Liability Insurance	Not Insured	
Section 7: Management Committee Liability Insurance	AUD 5,000,000 in the aggregate <b>Period of Insurance</b>	
Section 8: Audit Expenses Insurance	AUD 30,000	
Section 9: Appeal Expenses Insurance	AUD 150,000	
Section 10: Voluntary Workers Insurance	<b>Accident</b> each occurrence Limit	AUD 200,000
	<b>Accident</b> aggregate Limit	AUD 200,000 in the aggregate <b>Period of Insurance</b>

All the values on this Certificate of Currency are correct as at 09 April 2026 and may only be subject to change within the **Period of Insurance** by written agreement between the Insurer and the **Insured**.

The insurance afforded by the policies described in this Certificate is subject to all terms, exclusions and conditions of such policies.

This Certificate is furnished as a matter of information only and does not constitute an insurance contract upon which claims can be made. **Policy** terms and conditions incorporate provisions which may enable Insurers to cancel or vary the **Policy** on the happening of prescribed circumstances or events (i.e. non-payment of premium). Therefore, this confirmation of insurance is not to be construed as guaranteeing that the **Policy** will remain in force throughout the **Period of Insurance** as specified herein.

Signed:

A handwritten signature in black ink, appearing to read 'C. McCarthy', with a long, sweeping horizontal stroke extending to the right.

Clayton McCarthy  
Senior Strata Underwriter

---

Authorised Officer, Chubb Insurance Australia Limited  
ABN 23 001 642 020 AFSL 239687

Queensland Titles Registry Pty Ltd  
 ABN 23 648 568 101

Search Date: 29/05/2026 10:00

Request No: 56319845

## SCHEME NAME

35 HERCULES ST COMMUNITY TITLES SCHEME 50356

## BODY CORPORATE ADDRESS

PO BOX 10374  
 SOUTHPORT QLD  
 4215

## COMMUNITY MANAGEMENT STATEMENT No: 50356

Title	Lot	Plan	Title	Lot	Plan
51106038	CP	SP 241590	51106039	100	SP 241590
51106040	101	SP 241590	51106041	102	SP 241590
51106042	201	SP 241590	51106043	202	SP 241590
51106044	301	SP 241590	51106045	302	SP 241590
51106046	303	SP 241590	51106047	304	SP 241590
51106048	305	SP 241590	51106049	306	SP 241590
51106050	307	SP 241590	51106051	308	SP 241590
51106052	309	SP 241590	51106053	310	SP 241590
51106054	311	SP 241590	51106055	312	SP 241590
51106056	313	SP 241590	51106057	314	SP 241590
51106058	315	SP 241590	51106059	316	SP 241590
51106060	401	SP 241590	51106061	402	SP 241590
51106062	403	SP 241590	51106063	404	SP 241590
51106064	405	SP 241590	51106065	406	SP 241590
51106066	407	SP 241590	51106067	408	SP 241590
51106068	409	SP 241590	51106069	410	SP 241590
51106070	411	SP 241590	51106071	412	SP 241590
51106072	413	SP 241590	51106073	414	SP 241590
51106074	415	SP 241590	51106075	416	SP 241590
51106076	501	SP 241590	51106077	502	SP 241590
51106078	503	SP 241590	51106079	504	SP 241590
51106080	505	SP 241590	51106081	506	SP 241590
51106082	507	SP 241590	51106083	508	SP 241590
51106084	509	SP 241590	51106085	510	SP 241590
51106086	511	SP 241590	51106087	512	SP 241590
51106088	513	SP 241590	51106089	514	SP 241590
51106090	515	SP 241590	51106091	516	SP 241590
51106092	601	SP 241590	51106093	602	SP 241590
51106094	603	SP 241590	51106095	604	SP 241590
51106096	605	SP 241590	51106097	606	SP 241590
51106098	607	SP 241590	51106099	608	SP 241590
51106100	609	SP 241590	51106101	610	SP 241590
51106102	611	SP 241590	51106103	612	SP 241590
51106104	613	SP 241590	51106105	614	SP 241590

Queensland Titles Registry Pty Ltd  
 ABN 23 648 568 101

**CMS Number:** 50356

**COMMUNITY MANAGEMENT STATEMENT No: 50356 (Continued)**

Title	Lot	Plan	Title	Lot	Plan
51106106	615	SP 241590	51106107	616	SP 241590
51106108	701	SP 241590	51106109	702	SP 241590
51106110	703	SP 241590	51106111	704	SP 241590
51106112	705	SP 241590	51106113	706	SP 241590
51106114	707	SP 241590	51106115	708	SP 241590
51106116	709	SP 241590	51106117	710	SP 241590
51106118	711	SP 241590	51106119	712	SP 241590
51106120	713	SP 241590	51106121	714	SP 241590
51106122	715	SP 241590	51106123	716	SP 241590
51106124	801	SP 241590	51106125	802	SP 241590
51106126	803	SP 241590	51106127	804	SP 241590
51106128	805	SP 241590	51106129	806	SP 241590
51106130	807	SP 241590	51106131	808	SP 241590
51106132	809	SP 241590	51106133	810	SP 241590
51106134	811	SP 241590	51106135	812	SP 241590
51106136	813	SP 241590	51106137	814	SP 241590
51106138	815	SP 241590	51106139	816	SP 241590
51106140	901	SP 241590	51106141	902	SP 241590
51106142	903	SP 241590	51106143	904	SP 241590
51106144	905	SP 241590	51106145	906	SP 241590
51106146	907	SP 241590	51106147	908	SP 241590
51106148	909	SP 241590	51106149	910	SP 241590
51106150	911	SP 241590	51106151	912	SP 241590
51106152	913	SP 241590	51106153	914	SP 241590
51106154	915	SP 241590	51106155	916	SP 241590
51106156	1001	SP 241590	51106157	1002	SP 241590
51106158	1003	SP 241590	51106159	1004	SP 241590
51106160	1005	SP 241590	51106161	1006	SP 241590
51106162	1007	SP 241590	51106163	1008	SP 241590
51106164	1009	SP 241590	51106165	1010	SP 241590
51106166	1011	SP 241590	51106167	1012	SP 241590
51106168	1013	SP 241590	51106169	1014	SP 241590
51106170	1015	SP 241590	51106171	1016	SP 241590
51106172	1101	SP 241590	51106173	1102	SP 241590
51106174	1103	SP 241590	51106175	1104	SP 241590
51106176	1105	SP 241590	51106177	1106	SP 241590
51106178	1107	SP 241590	51106179	1108	SP 241590
51106180	1109	SP 241590	51106181	1110	SP 241590
51106182	1111	SP 241590	51106183	1112	SP 241590
51106184	1113	SP 241590	51106185	1114	SP 241590
51106186	1115	SP 241590	51106187	1116	SP 241590
51106188	1201	SP 241590	51106189	1202	SP 241590
51106190	1203	SP 241590	51106191	1204	SP 241590
51106192	1205	SP 241590	51106193	1206	SP 241590
51106194	1207	SP 241590	51106195	1208	SP 241590
51106196	1209	SP 241590	51106197	1210	SP 241590

Queensland Titles Registry Pty Ltd  
 ABN 23 648 568 101

**CMS Number:** 50356

**COMMUNITY MANAGEMENT STATEMENT No: 50356 (Continued)**

Title	Lot	Plan	Title	Lot	Plan
51106198	1211	SP 241590	51106199	1212	SP 241590
51106200	1213	SP 241590	51106201	1214	SP 241590
51106202	1215	SP 241590	51106203	1216	SP 241590
51106204	1301	SP 241590	51106205	1302	SP 241590
51106206	1303	SP 241590	51106207	1304	SP 241590
51106208	1305	SP 241590	51106209	1306	SP 241590
51106210	1307	SP 241590	51106211	1308	SP 241590
51106212	1309	SP 241590	51106213	1310	SP 241590
51106214	1311	SP 241590	51106215	1312	SP 241590
51106216	1313	SP 241590	51106217	1314	SP 241590
51106218	1315	SP 241590	51106219	1316	SP 241590
51106220	1401	SP 241590	51106221	1402	SP 241590
51106222	1403	SP 241590	51106223	1404	SP 241590
51106224	1405	SP 241590	51106225	1406	SP 241590
51106226	1407	SP 241590	51106227	1408	SP 241590
51106228	1409	SP 241590	51106229	1410	SP 241590
51106230	1411	SP 241590	51106231	1412	SP 241590
51106232	1413	SP 241590	51106233	1414	SP 241590
51106234	1415	SP 241590	51106235	1416	SP 241590
51106236	1501	SP 241590	51106237	1502	SP 241590
51106238	1503	SP 241590	51106239	1504	SP 241590
51106240	1505	SP 241590	51106241	1506	SP 241590
51106242	1507	SP 241590	51106243	1508	SP 241590
51106244	1509	SP 241590	51106245	1510	SP 241590
51106246	1511	SP 241590	51106247	1512	SP 241590
51106248	1513	SP 241590	51106249	1514	SP 241590
51106250	1515	SP 241590	51106251	1516	SP 241590
51106252	1601	SP 241590	51106253	1602	SP 241590
51106254	1603	SP 241590	51106255	1604	SP 241590
51106256	1605	SP 241590	51106257	1606	SP 241590
51106258	1607	SP 241590	51106259	1608	SP 241590
51106260	1609	SP 241590	51106261	1610	SP 241590
51106262	1611	SP 241590	51106263	1612	SP 241590
51106264	1613	SP 241590	51106265	1614	SP 241590
51106266	1615	SP 241590	51106267	1616	SP 241590

**COMMUNITY MANAGEMENT STATEMENT Dealing No: 724611189**

\*\* End of Community Titles Scheme Search \*\*

**GENERAL REQUEST**

Duty Imprint

**724611189**

Number

EC 470 \$116.04

05/01/2026 15:23:20

**OFFICE USE ONLY**Priv  
Collis authorised by legislation and is  
used to maintain publicly searchable records. For more information see  
the Department's website.

Client No: 1052167

Duties Act 2001

Transaction No: \_\_\_\_\_

Duty Paid \$ \_\_\_\_\_

Exempt 

UTI \$ \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_/\_\_\_/\_\_\_

**1. Nature of request**REQUEST TO RECORD NEW COMMUNITY  
MANAGEMENT STATEMENT FOR 35  
HERCULES ST COMMUNITY TITLES SCHEME  
50356**Lodger** (Name, address, E-mail & phone number)MAHONEYS  
GPO Box 3311  
Brisbane Qld 4001  
E-mail: info@mahoneys.com.au  
Tel: 07 3007 3777 Ref: 30980**Lodger  
Code**  
BE 2763**2. Lot on Plan Description**COMMON PROPERTY OF 35 HERCULES ST  
COMMUNITY TITLES SCHEME 50356**Title Reference**

51106038

**3. Registered Proprietor/State Lessee**

BODY CORPORATE FOR 35 HERCULES ST COMMUNITY TITLES SCHEME 50356

**4. Interest**


NOT APPLICABLE

**5. Applicant**

BODY CORPORATE FOR 35 HERCULES ST COMMUNITY TITLES SCHEME 50356

**6. Request**

I hereby request that the New Community Management Statement deposited herewith which amends Schedule C be recorded as the New Community Management Statement for 35 Hercules St Community Titles Scheme 50356.

**7. Execution by applicant**5,11,26  
**Execution Date**

  
**Applicant's or Solicitor's Signature**  
 John Neville Mahoney

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

50356

THIS STATEMENT IS TO BE DEPOSITED WITH:  
A FORM 18C (IF NO EXEMPTION TO THE  
PLANNING BODY CMS NOTATION APPLIES).

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

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

*Office use only*  
CMS LABEL NUMBER

**This statement incorporates and must  
include the following:**

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

**1. Name (including number) of CTS**

35 HERCULES ST COMMUNITY TITLES SCHEME  
50356

**2. Regulation module**

ACCOMODATION

**3. Name of body corporate**

BODY CORPORATE FOR 35 HERCULES ST COMMUNITY TITLES SCHEME 50356

**4. Scheme Land**

**Lot on Plan Description**

SEE ENLARGED PANEL

**Title Reference**

51106038

**5. Name and address of original owner**

NOT APPLICABLE

**6. Reference to plan lodged with this statement  
(if applicable)**

NOT APPLICABLE

**7. New CMS exemption to planning body community management statement notation (if applicable\*)**

Insert exemption clause (if no exemption – insert 'N/A' or 'not applicable')

Not applicable pursuant to section 60(6) of the *Body Corporate and Community Management Act 1997* (Qld).

\*If there is no exemption, a Form 18C must be deposited with the Request to record the CMS.

**8. Consent of body corporate**

**See Form 20 – BCCM Execution**

**Privacy Statement**

Collection of information from this form is authorised by legislation and is used to maintain publicly searchable records. For more information see the  
Titles Queensland website.

<b>1. Community Titles Scheme (CTS) Name</b>	<b>CTS Number</b>
35 Hercules St Community Titles Scheme	50356
<b>2. Module Type of BCCM Scheme</b>	<b>Instrument being executed (using this certificate)</b>
Accommodation Module	New CMS

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

Signature		Signature	
Signer Name	<u>Robert James Pullar</u>	Signer Name	<u>Huw Marius van Hoffen</u>
Signer Authority	<u>CHAIR PERSON</u>	Signer Authority	<u>TREASURER</u>
Entity (if applicable)	<u></u>	Entity (if applicable)	<u></u>
Execution Date	<u>11/12/2025</u>	Execution Date	<u>11/12/2025</u>

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

**When this Form should be used:**

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

**Guidance**

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

**Signer Authority Guidance:**

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

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

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

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

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

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

## ENLARGED PANEL

## 4. Scheme Land

Lot on Plan Description	Title Reference
Common Property of 35 Hercules St community titles scheme 50356	51106038
Lot 100 on SP241590	51106039
Lot 101 on SP241590	51106040
Lot 102 on SP241590	51106041
Lot 201 on SP241590	51106042
Lot 202 on SP241590	51106043
Lot 301 on SP241590	51106044
Lot 302 on SP241590	51106045
Lot 303 on SP241590	51106046
Lot 304 on SP241590	51106047
Lot 305 on SP241590	51106048
Lot 306 on SP241590	51106049
Lot 307 on SP241590	51106050
Lot 308 on SP241590	51106051
Lot 309 on SP241590	51106052
Lot 310 on SP241590	51106053
Lot 311 on SP241590	51106054
Lot 312 on SP241590	51106055
Lot 313 on SP241590	51106056
Lot 314 on SP241590	51106057
Lot 315 on SP241590	51106058
Lot 316 on SP241590	51106059
Lot 401 on SP241590	51106060
Lot 402 on SP241590	51106061
Lot 403 on SP241590	51106062
Lot 404 on SP241590	51106063
Lot 405 on SP241590	51106064
Lot 406 on SP241590	51106065
Lot 407 on SP241590	51106066
Lot 408 on SP241590	51106067
Lot 409 on SP241590	51106068
Lot 410 on SP241590	51106069
Lot 411 on SP241590	51106070
Lot 412 on SP241590	51106071
Lot 413 on SP241590	51106072
Lot 414 on SP241590	51106073
Lot 415 on SP241590	51106074
Lot 416 on SP241590	51106075
Lot 501 on SP241590	51106076
Lot 502 on SP241590	51106077
Lot 503 on SP241590	51106078
Lot 504 on SP241590	51106079
Lot 505 on SP241590	51106080
Lot 506 on SP241590	51106081
Lot 507 on SP241590	51106082
Lot 508 on SP241590	51106083
Lot 509 on SP241590	51106084
Lot 510 on SP241590	51106085
Lot 511 on SP241590	51106086

## ENLARGED PANEL

Lot 512 on SP241590	51106087
Lot 513 on SP241590	51106088
Lot 514 on SP241590	51106089
Lot 515 on SP241590	51106090
Lot 516 on SP241590	51106091
Lot 601 on SP241590	51106092
Lot 602 on SP241590	51106093
Lot 603 on SP241590	51106094
Lot 604 on SP241590	51106095
Lot 605 on SP241590	51106096
Lot 606 on SP241590	51106097
Lot 607 on SP241590	51106098
Lot 608 on SP241590	51106099
Lot 609 on SP241590	51106100
Lot 610 on SP241590	51106101
Lot 611 on SP241590	51106102
Lot 612 on SP241590	51106103
Lot 613 on SP241590	51106104
Lot 614 on SP241590	51106105
Lot 615 on SP241590	51106106
Lot 616 on SP241590	51106107
Lot 701 on SP241590	51106108
Lot 702 on SP241590	51106109
Lot 703 on SP241590	51106110
Lot 704 on SP241590	51106111
Lot 705 on SP241590	51106112
Lot 706 on SP241590	51106113
Lot 707 on SP241590	51106114
Lot 708 on SP241590	51106115
Lot 709 on SP241590	51106116
Lot 710 on SP241590	51106117
Lot 711 on SP241590	51106118
Lot 712 on SP241590	51106119
Lot 713 on SP241590	51106120
Lot 714 on SP241590	51106121
Lot 715 on SP241590	51106122
Lot 716 on SP241590	51106123
Lot 801 on SP241590	51106124
Lot 802 on SP241590	51106125
Lot 803 on SP241590	51106126
Lot 804 on SP241590	51106127
Lot 805 on SP241590	51106128
Lot 806 on SP241590	51106129
Lot 807 on SP241590	51106130
Lot 808 on SP241590	51106131
Lot 809 on SP241590	51106132
Lot 810 on SP241590	51106133
Lot 811 on SP241590	51106134
Lot 812 on SP241590	51106135
Lot 813 on SP241590	51106136
Lot 814 on SP241590	51106137
Lot 815 on SP241590	51106138
Lot 816 on SP241590	51106139

## ENLARGED PANEL

Lot 901 on SP241590	51106140
Lot 902 on SP241590	51106141
Lot 903 on SP241590	51106142
Lot 904 on SP241590	51106143
Lot 905 on SP241590	51106144
Lot 906 on SP241590	51106145
Lot 907 on SP241590	51106146
Lot 908 on SP241590	51106147
Lot 909 on SP241590	51106148
Lot 910 on SP241590	51106149
Lot 911 on SP241590	51106150
Lot 912 on SP241590	51106151
Lot 913 on SP241590	51106152
Lot 914 on SP241590	51106153
Lot 915 on SP241590	51106154
Lot 916 on SP241590	51106155
Lot 1001 on SP241590	51106156
Lot 1002 on SP241590	51106157
Lot 1003 on SP241590	51106158
Lot 1004 on SP241590	51106159
Lot 1005 on SP241590	51106160
Lot 1006 on SP241590	51106161
Lot 1007 on SP241590	51106162
Lot 1008 on SP241590	51106163
Lot 1009 on SP241590	51106164
Lot 1010 on SP241590	51106165
Lot 1011 on SP241590	51106166
Lot 1012 on SP241590	51106167
Lot 1013 on SP241590	51106168
Lot 1014 on SP241590	51106169
Lot 1015 on SP241590	51106170
Lot 1016 on SP241590	51106171
Lot 1101 on SP241590	51106172
Lot 1102 on SP241590	51106173
Lot 1103 on SP241590	51106174
Lot 1104 on SP241590	51106175
Lot 1105 on SP241590	51106176
Lot 1106 on SP241590	51106177
Lot 1107 on SP241590	51106178
Lot 1108 on SP241590	51106179
Lot 1109 on SP241590	51106180
Lot 1110 on SP241590	51106181
Lot 1111 on SP241590	51106182
Lot 1112 on SP241590	51106183
Lot 1113 on SP241590	51106184
Lot 1114 on SP241590	51106185
Lot 1115 on SP241590	51106186
Lot 1116 on SP241590	51106187
Lot 1201 on SP241590	51106188
Lot 1202 on SP241590	51106189
Lot 1203 on SP241590	51106190
Lot 1204 on SP241590	51106191
Lot 1205 on SP241590	51106192

## ENLARGED PANEL

Lot 1206 on SP241590	51106193
Lot 1207 on SP241590	51106194
Lot 1208 on SP241590	51106195
Lot 1209 on SP241590	51106196
Lot 1210 on SP241590	51106197
Lot 1211 on SP241590	51106198
Lot 1212 on SP241590	51106199
Lot 1213 on SP241590	51106200
Lot 1214 on SP241590	51106201
Lot 1215 on SP241590	51106202
Lot 1216 on SP241590	51106203
Lot 1301 on SP241590	51106204
Lot 1302 on SP241590	51106205
Lot 1303 on SP241590	51106206
Lot 1304 on SP241590	51106207
Lot 1305 on SP241590	51106208
Lot 1306 on SP241590	51106209
Lot 1307 on SP241590	51106210
Lot 1308 on SP241590	51106211
Lot 1309 on SP241590	51106212
Lot 1310 on SP241590	51106213
Lot 1311 on SP241590	51106214
Lot 1312 on SP241590	51106215
Lot 1313 on SP241590	51106216
Lot 1314 on SP241590	51106217
Lot 1315 on SP241590	51106218
Lot 1316 on SP241590	51106219
Lot 1401 on SP241590	51106220
Lot 1402 on SP241590	51106221
Lot 1403 on SP241590	51106222
Lot 1404 on SP241590	51106223
Lot 1405 on SP241590	51106224
Lot 1406 on SP241590	51106225
Lot 1407 on SP241590	51106226
Lot 1408 on SP241590	51106227
Lot 1409 on SP241590	51106228
Lot 1410 on SP241590	51106229
Lot 1411 on SP241590	51106230
Lot 1412 on SP241590	51106231
Lot 1413 on SP241590	51106232
Lot 1414 on SP241590	51106233
Lot 1415 on SP241590	51106234
Lot 1416 on SP241590	51106235
Lot 1501 on SP241590	51106236
Lot 1502 on SP241590	51106237
Lot 1503 on SP241590	51106238
Lot 1504 on SP241590	51106239
Lot 1505 on SP241590	51106240
Lot 1506 on SP241590	51106241
Lot 1507 on SP241590	51106242
Lot 1508 on SP241590	51106243
Lot 1509 on SP241590	51106244
Lot 1510 on SP241590	51106245

ENLARGED PANEL

Lot 1511 on SP241590	51106246
Lot 1512 on SP241590	51106247
Lot 1513 on SP241590	51106248
Lot 1514 on SP241590	51106249
Lot 1515 on SP241590	51106250
Lot 1516 on SP241590	51106251
Lot 1601 on SP241590	51106252
Lot 1602 on SP241590	51106253
Lot 1603 on SP241590	51106254
Lot 1604 on SP241590	51106255
Lot 1605 on SP241590	51106256
Lot 1606 on SP241590	51106257
Lot 1607 on SP241590	51106258
Lot 1608 on SP241590	51106259
Lot 1609 on SP241590	51106260
Lot 1610 on SP241590	51106261
Lot 1611 on SP241590	51106262
Lot 1612 on SP241590	51106263
Lot 1613 on SP241590	51106264
Lot 1614 on SP241590	51106265
Lot 1615 on SP241590	51106266
Lot 1616 on SP241590	51106267

<b>SCHEDULE A</b>	<b>SCHEDULE OF LOT ENTITLEMENTS</b>
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Lot on Plan	Contribution	Interest
Lot 100 on SP 241590	350	255
Lot 101 on SP 241590	863	435
Lot 102 on SP 241590	863	435
Lot 201 on SP 241590	867	435
Lot 202 on SP 241590	867	435
Lot 301 on SP 241590	897	548
Lot 302 on SP 241590	887	505
Lot 303 on SP 241590	943	664
Lot 304 on SP 241590	939	690
Lot 305 on SP 241590	930	629
Lot 306 on SP 241590	931	621
Lot 307 on SP 241590	930	603
Lot 308 on SP 241590	885	505
Lot 309 on SP 241590	885	505
Lot 310 on SP 241590	885	505
Lot 311 on SP 241590	931	603
Lot 312 on SP 241590	875	417
Lot 313 on SP 241590	875	417
Lot 314 on SP 241590	875	417
Lot 315 on SP 241590	875	417
Lot 316 on SP 241590	883	523
Lot 401 on SP 241590	882	528
Lot 402 on SP 241590	876	486
Lot 403 on SP 241590	929	644
Lot 404 on SP 241590	932	670
Lot 405 on SP 241590	925	609
Lot 406 on SP 241590	924	601
Lot 407 on SP 241590	921	583
Lot 408 on SP 241590	876	486
Lot 409 on SP 241590	876	486
Lot 410 on SP 241590	876	486
Lot 411 on SP 241590	921	583
Lot 412 on SP 241590	871	398
Lot 413 on SP 241590	871	398
Lot 414 on SP 241590	871	398
Lot 415 on SP 241590	871	398
Lot 416 on SP 241590	879	503
Lot 501 on SP 241590	886	531
Lot 502 on SP 241590	881	488
Lot 503 on SP 241590	933	646
Lot 504 on SP 241590	936	673
Lot 505 on SP 241590	929	611
Lot 506 on SP 241590	928	603
Lot 507 on SP 241590	926	586
Lot 508 on SP 241590	881	488
Lot 509 on SP 241590	881	488
Lot 510 on SP 241590	881	488
Lot 511 on SP 241590	926	586
Lot 512 on SP 241590	875	400
Lot 513 on SP 241590	875	400

Lot on Plan	Contribution	Interest
Lot 514 on SP 241590	875	400
Lot 515 on SP 241590	875	400
Lot 516 on SP 241590	883	505
Lot 601 on SP 241590	890	533
Lot 602 on SP 241590	885	490
Lot 603 on SP 241590	937	648
Lot 604 on SP 241590	941	675
Lot 605 on SP 241590	933	613
Lot 606 on SP 241590	932	605
Lot 607 on SP 241590	930	588
Lot 608 on SP 241590	885	490
Lot 609 on SP 241590	885	490
Lot 610 on SP 241590	885	490
Lot 611 on SP 241590	930	588
Lot 612 on SP 241590	880	402
Lot 613 on SP 241590	880	402
Lot 614 on SP 241590	875	402
Lot 615 on SP 241590	880	402
Lot 616 on SP 241590	887	508
Lot 701 on SP 241590	895	535
Lot 702 on SP 241590	889	492
Lot 703 on SP 241590	942	651
Lot 704 on SP 241590	945	677
Lot 705 on SP 241590	937	615
Lot 706 on SP 241590	936	608
Lot 707 on SP 241590	934	590
Lot 708 on SP 241590	889	492
Lot 709 on SP 241590	889	492
Lot 710 on SP 241590	889	492
Lot 711 on SP 241590	934	590
Lot 712 on SP 241590	884	404
Lot 713 on SP 241590	884	404
Lot 714 on SP 241590	884	404
Lot 715 on SP 241590	884	404
Lot 716 on SP 241590	891	510
Lot 801 on SP 241590	899	537
Lot 802 on SP 241590	893	494
Lot 803 on SP 241590	946	653
Lot 804 on SP 241590	949	679
Lot 805 on SP 241590	942	618
Lot 806 on SP 241590	941	610
Lot 807 on SP 241590	938	592
Lot 808 on SP 241590	893	494
Lot 809 on SP 241590	893	494
Lot 810 on SP 241590	893	494
Lot 811 on SP 241590	938	592
Lot 812 on SP 241590	888	406
Lot 813 on SP 241590	888	406
Lot 814 on SP 241590	888	406
Lot 815 on SP 241590	888	406
Lot 816 on SP 241590	896	512
Lot 901 on SP 241590	903	539

Lot on Plan	Contribution	Interest
Lot 902 on SP 241590	898	497
Lot 903 on SP 241590	950	655
Lot 904 on SP 241590	953	681
Lot 905 on SP 241590	946	620
Lot 906 on SP 241590	945	612
Lot 907 on SP 241590	943	594
Lot 908 on SP 241590	898	497
Lot 909 on SP 241590	898	497
Lot 910 on SP 241590	898	497
Lot 911 on SP 241590	943	594
Lot 912 on SP 241590	892	409
Lot 913 on SP 241590	892	409
Lot 914 on SP 241590	892	409
Lot 915 on SP 241590	892	409
Lot 916 on SP 241590	900	514
Lot 1001 on SP 241590	907	543
Lot 1002 on SP 241590	902	500
Lot 1003 on SP 241590	954	658
Lot 1004 on SP 241590	958	685
Lot 1005 on SP 241590	950	623
Lot 1006 on SP 241590	949	615
Lot 1007 on SP 241590	947	598
Lot 1008 on SP 241590	902	500
Lot 1009 on SP 241590	902	500
Lot 1010 on SP 241590	902	500
Lot 1011 on SP 241590	947	598
Lot 1012 on SP 241590	897	412
Lot 1013 on SP 241590	897	412
Lot 1014 on SP 241590	897	412
Lot 1015 on SP 241590	897	412
Lot 1016 on SP 241590	904	517
Lot 1101 on SP 241590	912	546
Lot 1102 on SP 241590	906	503
Lot 1103 on SP 241590	959	662
Lot 1104 on SP 241590	962	688
Lot 1105 on SP 241590	954	626
Lot 1106 on SP 241590	953	619
Lot 1107 on SP 241590	917	601
Lot 1108 on SP 241590	906	503
Lot 1109 on SP 241590	906	503
Lot 1110 on SP 241590	906	503
Lot 1111 on SP 241590	951	601
Lot 1112 on SP 241590	901	415
Lot 1113 on SP 241590	901	415
Lot 1114 on SP 241590	901	415
Lot 1115 on SP 241590	901	415
Lot 1116 on SP 241590	908	521
Lot 1201 on SP 241590	916	549
Lot 1202 on SP 241590	910	506
Lot 1203 on SP 241590	963	665
Lot 1204 on SP 241590	966	691
Lot 1205 on SP 241590	959	630

Lot on Plan	Contribution	Interest
Lot 1206 on SP 241590	958	622
Lot 1207 on SP 241590	955	604
Lot 1208 on SP 241590	910	506
Lot 1209 on SP 241590	910	506
Lot 1210 on SP 241590	910	506
Lot 1211 on SP 241590	955	604
Lot 1212 on SP 241590	905	418
Lot 1213 on SP 241590	905	418
Lot 1214 on SP 241590	905	462
Lot 1215 on SP 241590	905	462
Lot 1216 on SP 241590	913	524
Lot 1301 on SP 241590	920	553
Lot 1302 on SP 241590	915	510
Lot 1303 on SP 241590	967	668
Lot 1304 on SP 241590	970	695
Lot 1305 on SP 241590	963	633
Lot 1306 on SP 241590	962	625
Lot 1307 on SP 241590	960	608
Lot 1308 on SP 241590	949	510
Lot 1309 on SP 241590	915	510
Lot 1310 on SP 241590	915	510
Lot 1311 on SP 241590	960	608
Lot 1312 on SP 241590	909	466
Lot 1313 on SP 241590	909	466
Lot 1314 on SP 241590	909	466
Lot 1315 on SP 241590	909	466
Lot 1316 on SP 241590	917	527
Lot 1401 on SP 241590	924	556
Lot 1402 on SP 241590	919	513
Lot 1403 on SP 241590	971	671
Lot 1404 on SP 241590	975	698
Lot 1405 on SP 241590	967	636
Lot 1406 on SP 241590	966	629
Lot 1407 on SP 241590	964	611
Lot 1408 on SP 241590	919	513
Lot 1409 on SP 241590	919	513
Lot 1410 on SP 241590	919	513
Lot 1411 on SP 241590	964	611
Lot 1412 on SP 241590	913	469
Lot 1413 on SP 241590	913	469
Lot 1414 on SP 241590	913	469
Lot 1415 on SP 241590	913	469
Lot 1416 on SP 241590	921	531
Lot 1501 on SP 241590	928	559
Lot 1502 on SP 241590	923	516
Lot 1503 on SP 241590	976	675
Lot 1504 on SP 241590	979	701
Lot 1505 on SP 241590	971	640
Lot 1506 on SP 241590	970	632
Lot 1507 on SP 241590	968	614
Lot 1508 on SP 241590	923	516
Lot 1509 on SP 241590	923	516

Lot on Plan	Contribution	Interest
Lot 1510 on SP 241590	923	516
Lot 1511 on SP 241590	968	614
Lot 1512 on SP 241590	918	472
Lot 1513 on SP 241590	918	472
Lot 1514 on SP 241590	918	472
Lot 1515 on SP 241590	918	472
Lot 1516 on SP 241590	925	534
Lot 1601 on SP 241590	933	563
Lot 1602 on SP 241590	927	520
Lot 1603 on SP 241590	980	678
Lot 1604 on SP 241590	983	704
Lot 1605 on SP 241590	976	643
Lot 1606 on SP 241590	975	635
Lot 1607 on SP 241590	972	618
Lot 1608 on SP 241590	927	520
Lot 1609 on SP 241590	927	520
Lot 1610 on SP 241590	927	520
Lot 1611 on SP 241590	972	618
Lot 1612 on SP 241590	922	476
Lot 1613 on SP 241590	922	476
Lot 1614 on SP 241590	922	476
Lot 1615 on SP 241590	922	476
Lot 1616 on SP 241590	930	537
<b>TOTALS</b>	<b>209461</b>	<b>121913</b>

#### PRINCIPLES FOR DECIDING THE CONTRIBUTION LOT ENTITLEMENT FOR A LOT

1. The contribution schedule principle under section 46(7) of the *Body Corporate and Community Management Act 1997* (BCCM Act) on which the contribution schedule lot entitlements for the community titles scheme has been decided is the relativity principle.
2. The relativity principle referred to in paragraph 1 above is the principle that the lot entitlements must clearly demonstrate the relationship between the lots in the community titles scheme by reference to one or more particular relevant factors.
3. Section 46A(3) of the BCCM Act states that a relevant factor (as referred to in paragraph 2 above) may and may only be any of the following:
  - a. how the community titles scheme is structured;
  - b. the nature, features and characteristics of the lots;
  - c. the purposes for which the lots are used;
  - d. the impact the lots may have on the costs of maintaining the common property;
  - e. the market values of the lots.
4. Individual contribution schedule lot entitlements for the community titles scheme were decided by reference to the following factors:
  - a. the nature, features and characteristics of the lots in the community titles scheme;
  - b. the purposes for which the lots in the community titles scheme are used; and
  - c. the impact the lots in the community titles scheme may have on the costs of maintaining the common property within the community titles scheme,

and, in having reference to the following factors, it is considered just and equitable for there to be a variation, ranging from a minimum of 867 to a maximum of 981, in the contribution schedule lot entitlements for the community titles scheme.

5. After having decided to use the relativity principle and by reference to the factors referred to in paragraph 4 above, the individual contribution lot entitlements for the community titles scheme were decided on the basis that certain features or characteristics of lots in the community titles scheme impact on the costs to the body corporate of repairing, maintaining, capital replacement and cleaning the common property, for example:
  - a. a lot which has a greater external surface area will have a higher contribution schedule lot entitlement than a lot which has a smaller external surface area because there is a higher cost of repairing, maintaining, replacing and cleaning that part of the common property surrounding the lot with the greater external surface area; and
  - b. the greater the floor area of a lot, the greater the prospective demand on the common property to protect, support, service and generally benefit the lot with corresponding greater cost to the body corporate in the provision of and in the repair, maintenance, capital replacement and, as applicable, cleaning of the common property provided to the lot.

#### **PRINCIPLES FOR DECIDING THE INTEREST LOT ENTITLEMENT FOR A LOT**

The interest schedule lot entitlements for lots in the community titles scheme reflect the respective market values of the lots and are calculated using the market value principle.

<b>SCHEDULE B</b>	<b>EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND</b>
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The Scheme is a basic scheme and is not part of a layered arrangement.  
The Scheme will not be further developed.

**SCHEDULE C BY-LAWS****1. Interpretation****1.1 Definitions**

Words and phrases defined in the Body Corporate and Community Management Act 1997 have the same meaning in this document unless the context indicates otherwise.

In these by-laws the following terms have these meanings unless the contrary intention appears:

**Act** means the Body Corporate and Community Management Act 1997 and includes all regulations made under it.

**Air Conditioning Central Plant** means the air conditioning plant and equipment installed in the Building that provides cooling and heating for the Building.

**Air Conditioning Management System** means the air conditioning management system installed in the Building that measures the individual use the Air Conditioning Central Plant for each lot in the Building including, without limitation, air conditioning plant and equipment and associated software systems.

**BMS** means any BMS registered over the Scheme land or a part of it.

**BMS Areas** means any shared access areas referred to in the BMS.

**Building** means the building containing the lots in the Scheme and includes, where the context permits or requires, any other buildings or improvements on or within the Scheme land.

**Body Corporate** means the body corporate for the Scheme.

**Common Property** means the common property for the Scheme.

**Dining Terrace** means the dining terrace on the south-east corner of level 3 of the Building.

**Invitee** means any person on the scheme land with the permission of an Occupier.

**Key** means any device used to operate a lock to a door in the Scheme.

**Lot** means a lot in the Scheme.

**Manager's Lot** means Lot 100 on SP241590.

**Occupier** means an owner of a lot, a tenant of a lot, a licensee of a lot, or any person resident in a lot.

**Planning Scheme** means the planning scheme that includes the Scheme land.

**Scheme** means the community titles scheme for which this is the community management statement.

A reference to "you", or "your" means every person who is bound by these by-laws, other than the Body Corporate.

**1.2 Interpretation**

In these by laws:

- (a) the singular includes the plural and vice versa and words importing a gender include other genders; and
- (b) other grammatical forms of defined words or expressions have corresponding meanings; and

- (c) "person" includes a firm, a body corporate, an unincorporated association or an authority; and
- (d) a reference to:
  - (i) a document includes any variation or replacement of it and all schedules, annexures and exhibits to the document; and
  - (ii) a law includes regulations and other instruments under it and amendments or replacements of any of them; and
  - (iii) a thing includes the whole and each part of it; and
  - (iv) a group of persons includes all of them collectively, any two or more of them collectively and each of them individually; and
- (e) "including" when introducing a list of items does not limit the meaning of the words to which the list relates to those items or to items of a similar kind.

### **1.3 Obligations and rights extend to exclusive use areas**

Obligations, restrictions and rights in these by-laws:

- (a) relating to Lots also apply to exclusive use areas except as expressly stated in these by-laws; and
- (b) relating to Common Property do not apply to exclusive use areas except as expressly stated in these by-laws.

Provisions of the Act relating to Common Property continue to apply to exclusive use areas except to the extent they are lawfully modified in these by-laws.

## **2. General Rules**

### **2.1 Use of Lots**

- (a) The Manager's Lot may be used as a building manager's office, for letting or sale of Lots and for other purposes allowed by law.
- (b) Lots may only be used as residences and for ancillary purposes allowed from time to time under the Planning Scheme. However, Lots must not at any time be used for sex work.

### **2.2 Noise**

You must not make or allow any noise in a Lot or on the Common Property or in any BMS Area that would unreasonably interfere with the enjoyment by others of a Lot or the Common Property. If noise is unavoidable then it must be reasonably minimised.

### **2.3 No obstruction of other lawful use**

You must not obstruct the lawful use of the Common Property or in any BMS Area by other people.

### **2.4 Rubbish on the common property**

You must not throw or leave rubbish on the Common Property or in any BMS Area except in bins provide by the Body Corporate and you must promptly clean up any mess you make on the Common Property or in any BMS Area.

### **2.5 Children must be supervised**

Children under seven years of age must be supervised by a responsible person over 15 years of age while on the Common Property.

**2.6 External appearances of Lots**

You must not (without the prior written consent of the Body Corporate) paint, affix or display any sign, advertisement, notice, poster, placard, banner, pamphlet or similar article or hang and washing, towels, clothing, bedding or other articles so that they are visible from outside your Lot or your exclusive use area, other than washing hung on a clothes line of the type and in the location applicable on the creation of the Scheme.

**2.7 Smoking**

You must not smoke in any part of the Common Property.

**2.8 Compliance with Laws and BMSs**

- (a) You must not store or use flammable materials in your Lot or the Common Property, unless you have written consent from the Body Corporate. However, you may keep reasonable quantities of things that are normally kept in a home.
- (b) You must not have or use a gas barbecue, pizza oven or any form of cooking appliance that requires a flame on your balcony.
- (c) You must not do anything that may breach any laws about fire safety or that might reasonably be expected to increase fire insurance premiums for the Scheme.

**2.9 Fire risks and fire insurance**

- (a) You must not store or use flammable materials in your Lot or the Common Property, unless you have written consent from the Body Corporate. However, you may keep reasonable quantities of things that are normally kept in a home.
- (b) You must not have or use a gas barbecue, pizza oven or any form of cooking appliance that requires a flame on your balcony.
- (c) You must not do anything that may breach any laws about fire safety or that might reasonably be expected to increase fire insurance premiums for the Scheme.

**2.10 Fire Alarms**

- (a) You must ensure that you do not cause a false fire alarm.
- (b) You will be responsible for all costs of the Body Corporate incurred as a result of causing any fire alarm to be set off, including all call out charges of the Fire Brigade.

**2.11 Skateboards etc**

Skateboards, roller blades, bicycles, go-carts and similar things must not be ridden on the Common Property.

**2.12 Pets**

- (a) With the exception of a pet that is a guide, hearing or assistance dog (that you have a right to have in your Lot and on the Common Property under section 181 of the Act), you must not without the Body Corporate's written approval:
  - (i) bring or keep an animal in your Lot or the Common Property; or
  - (ii) permit an invitee to your Lot to bring or keep an animal in your Lot or the Common Property.
- (b) If you are given approval under this by-law, you must:
  - (i) ensure that the animal is not a nuisance, if it is a dog then being a nuisance includes barking and being aggressive;

- (ii) not allow the animal to wander on the Common Property and it must be carried, in an appropriate pet cage, or be on a leash when outside your Lot;
  - (iii) not allow it to go to the toilet on the Common Property;
  - (iv) ensure that if your animal urinates or defecates on Common Property then you must immediately clean up any mess;
  - (v) ensure that the animal does not create foul odours or pest problems in your Lot;
  - (vi) ensure that all dogs and cats wear identification tags;
  - (vii) ensure that no animals enter the pool, BBQ or other recreational areas on the Common Property;
- (c) If you fail to comply with the conditions in by-law 2.12(b), the committee of the Body Corporate may at your cost remove the animal from the Scheme.
- (d) Animals that are not pets are not permitted within the Scheme.

### **2.13 Post Box Clearance**

You must regularly clear your post box.

### **2.14 Use of plumbing etc.**

The plumbing, gas and electrical equipment and systems in your Lot must not be used for any purpose for which they were not designed. You must turn off the hot and cold water supply and gas supply to your Lot if your Lot will be unoccupied for more than a month. If you do not comply with this by-law, you agree that a representative of the Body Corporate may enter your Lot and turn off any cold water supply and gas supply to your Lot.

### **2.15 Damage and interference with equipment**

- (a) You must not damage any part of the Common Property or any Body Corporate assets, including lawns, gardens and furniture owned by the Body Corporate.
- (b) You must not interfere with any plant and equipment in the Common Property or in the BMS Areas.

### **2.16 Deliveries with trade access**

- (a) All tradespeople must enter and leave the Building through the car park.
- (b) All deliveries of furniture or large goods must be through the loading dock. The ground floor foyer must not be used for this purpose without the prior consent of the Body Corporate.
- (c) The Body Corporate will manage access to the loading docks and lifts in the Building and you must not use a loading dock or lift unless that has been booked with the Body Corporate.

### **2.17 Air conditioning Residual Current Device**

The switching off of a Residual Current Device circuit breaker installed in a Lot and being part of the Air Conditioning Plant will affect not just the air conditioning for that Lot but for the air conditioning for the entire floor where that Lot is located. Doing so is also a breach of section 166 of the Act for which a penalty of 100 penalty units applies. You must not switch off such a Residual Current Device circuit breaker without the prior written consent of the Committee.

### 3. Pool, Dining Terrace and other Facilities

#### 3.1 Rules for use

- (a) The following rules apply to the pool, Dining Terrace and the barbecue areas on the Common Property:
  - (i) you must accompany your Invitees when they are using these facilities; and
  - (ii) you must not use the pool or the barbecue areas between 9.00 p.m. and 6.00 a.m.; and
  - (iii) you must not take any glass into the pool area or fitness room;
  - (iv) children under the age of twelve (12) must be accompanied by an adult;
  - (v) when you have finished using a barbecue area you must clean the barbecue plate and the tables and chairs and remove all of your rubbish; and
  - (vi) you must clean and remove all rubbish from the Dining Terrace after using it; and
  - (vii) The Body Corporate may close these facilities when necessary for maintenance or other work.
- (b) If you fail to clean the barbecue area or Dining Terrace as set out in by-law 3.1(a), the Body Corporate may clean the areas and recover the cost of doing so from you.
- (c) The following rules apply to the fitness room:
  - (i) the fitness room is limited to people 16 years and over in all circumstances;
  - (ii) the fitness room is a quiet area and must only be used for exercise between the hours of 6.00 a.m. and 9.00 p.m.;
  - (iii) no alcoholic drinks are allowed in the fitness room;
  - (iv) you must sit or lie on a towel when using the gym equipment and wipe off the equipment after you use it, and you must wear closed-in shoes, a shirt and pants at all times;
  - (v) you must only use the equipment in the way and for the purposes for which it is designed and intended;
  - (vi) you must not move equipment unless moving it is a normal expectation for its use;
  - (vii) when you finish using equipment you must:
    - A put it back, if it has been moved;
    - B turn it off unless another person is waiting to use it;
  - (viii) you must not alter any equipment or change or change settings other than as a necessarily required for the proper use of the equipment;
  - (ix) you must not try to repair equipment if it is broken or not functioning; and
  - (x) you must not remove any equipment from the fitness room except with the specific authority of the Body Corporate.

### 3.2 Booking facilities

- (a) The Body Corporate may operate a booking system for the barbecue areas and the Dining Terrace. If there is a booking system, the Body Corporate:
  - (i) may set time-periods to allow reasonable use of those facilities; and
  - (ii) may set a maximum advance period during which bookings will be taken; and
  - (iii) may set a maximum number of bookings that can be taken from the occupiers of a Lot in a particular period (for example, no more than 3 bookings a month), but this must not be used to prevent people using a facility when it will otherwise be unoccupied; and
  - (iv) may appoint someone (such as a resident caretaker) to manage the bookings; and
  - (v) must take reasonable steps to ensure that all occupiers are able to have fair and reasonable access to the facilities; and
  - (vi) may ban a person from making bookings for up to three months if, more than twice in 30 days, the person makes a booking and does not use it or cancel it more than 24 hours in advance.
- (b) The Body Corporate may keep the Dining Terrace locked when not being used and in that event must ensure that residents are able to obtain the keys to use it when they have a booking or they are otherwise unoccupied.
- (c) If a booking system applies to a facility then you may not use that facility unless you have a booking or there is no booking for the time you are using it.

## 4. Security

### 4.1 Locking your doors and windows

- (a) Windows and external doors in Lots must be locked when nobody is in the Lot.
- (b) You must not alter the security locking device installed on the entry door to your lot or install any deadbolt locks, security screens, other similar locking devices on your entry door to your Lot without Body Corporate approval (which will not be granted if the installation of any such device will compromise compliance by the Body Corporate or you with any relevant law including, without limitation, fire safety laws).

### 4.2 Body corporate to control building security

The Body Corporate must provide a security Key and access control system (security system) regulating access to and within the Scheme. This security system may restrict your access to floors of the Building that only contain other Lots. The security system may include the keeping of a master Key for the Scheme which enables entry into Lots. The Body Corporate may give a copy of any such master Key to any manager, caretaker or letting agent for the Building.

### 4.3 Security system

- (a) Under the security system, the Keys and access controls provided for individual Lots will allow access to:
  - (i) the Building; and
  - (ii) the floor containing your Lot;
  - (iii) the car park; and
  - (iv) some facilities in the Common Property.

- (b) The following rules apply to the security system:
- (i) the Body Corporate must supply Keys to each owner of a Lot; and
  - (ii) the Body Corporate need not supply you with additional or replacement Keys unless you pay the costs of those Keys; and
  - (iii) if you lose a Key you must notify the Body Corporate as soon as possible; and
  - (iv) the Body Corporate must cancel Keys that are reasonably believed to be lost; and
  - (v) you must comply with the security system, including closing doors and gates; and
  - (vi) you must not do anything that may affect the operation of the security system; and
  - (vii) you must advise the Body Corporate of the name of any occupant or other person (other than a lot owner or immediate members of a lot owner's family) to whom you propose to provide a Key; and
  - (viii) the Body Corporate may cancel Keys that it reasonably believes are being held or used by persons who should have been but were not notified to the Body Corporate under by-law 4.3(b)(vii); and
  - (ix) you must keep Keys in a secure, non-public area at all times when Keys are not with you personally.
- (c) The Body Corporate may also provide Keys and access controls to its employees and contractors. The access given to employees and contractors must be limited to the needs of their jobs.

## **5. Cleaning, maintenance, alterations, etc**

### **5.1 Cleaning and maintenance for Lots**

- (a) You must keep your Lot:
- (i) clean and remove rubbish at least weekly; and
  - (ii) maintained in good condition and you must repair any problems with internal plumbing and wiring.
- (b) Your cleaning obligation applies to any exclusive use area for your Lot, unless the relevant exclusive use by-law says that the Body Corporate is responsible for cleaning the area.
- (c) You must maintain your Lot in good condition. You must maintain the plant and equipment, wiring and plumbing that is in your Lot or that exclusively serves your Lot so that the plant and equipment is safe and operates properly. You must comply with the manufacturer's recommendations about periodic maintenance and servicing for the air conditioner for your Lot (if any). This by-law does not oblige you to maintain plant and equipment, wiring and plumbing that, under the Act, is the responsibility of the Body Corporate.

### **5.2 Plants and gardens**

If you have plants on your balcony or a garden in your Lot then you must keep them in good condition. Any dead plants must be removed. If you have a garden then you must keep it reasonably free of weeds. This by-law also applies to any exclusive use area you have that includes a garden or lawn.

### **5.3 Pest Control**

You must keep your Lot free of pests (including termites) to the extent you reasonably can. You must treat the Lot for pests in accordance with treatment schedules specified by the Body Corporate from time to time and give the Body Corporate evidence that you have complied with this obligation. The Body Corporate may elect to have pest treatments for the common property or for the whole of the Scheme Land.

#### 5.4 Alterations and improvements to Common Property

- (a) You must not:
  - (i) alter the Common Property or Body Corporate property; or
  - (ii) install equipment or machinery of any type on the Common Property, unless you have written approval from the Body Corporate.
- (b) The Body Corporate must not unreasonably refuse this approval and may specify acceptable external window and balcony coverings, locks and security bars that can be installed without specific approval.

#### 5.5 Notice of damage

You must promptly notify the Body Corporate of any damage found to any water or gas pipes, electrical or service cables and other fixtures which comprise part of the Common Property.

#### 5.6 Floors and ceilings

You must not change flooring and ceiling materials without consent from the Body Corporate. That consent must not be unreasonably refused if your proposed change will not result in additional noise travelling to other Lots.

#### 5.7 Other alterations to Lots

- (a) You must not alter your Lot, including by enclosing balconies and terraces with shutters, glazing, louvres or similar permanent fixtures, in a way that is contrary to a requirement of the Planning Scheme or a development approval for the Scheme.
- (b) The external appearance of window coverings, like blinds and curtains in your Lot, must be approved by the Body Corporate. The Body Corporate may set standards, such as the colour of curtain linings. If a standard is set then it may be used without further reference to the Body Corporate.
- (c) You must not make alterations to the exterior of your Lot without the prior written consent of the Body Corporate.
- (d) You must not remove or weaken a load-bearing wall in your Lot without the approval of the Body Corporate, which must not be unreasonably refused, but may be given subject to conditions.
- (e) You must not install, replace or otherwise alter any air conditioning plant or equipment in your Lot without the approval of the Body Corporate, which will not be unreasonably refused if the Body Corporate are satisfied that the air conditioning plant and equipment is compatible with the Air Conditioning Management System or the Air Conditioning Central Plant. The Body Corporate may request that you obtain a certificate from the manufacturer of the Air Conditioning Central Plant certifying that the new or altered air conditioning plant or equipment is compatible with the Air Conditioning Management System and the Air Conditioning Central Plant.

#### 5.8 Requirements about works

If you make alterations to, or install things on, the Common Property or your Lot then you must:

- (a) comply with conditions imposed by the Body Corporate when approval was given for the work (this does not mean all alterations to your Lot must be approved by the Body Corporate); and
- (b) first obtain any approvals required by-law for the work and give copies of those approvals to the Body Corporate; and
- (c) ensure that the work is done properly by appropriately skilled and qualified tradespeople; and
- (d) complete the work as soon as reasonably possible after you start; and
- (e) clean up any mess and fix any damage caused by the work; and

- (f) keep the alterations or things installed in good condition at all times.

## **6. Rubbish and rubbish bins**

- (a) You must put your household rubbish only in the chutes and bins provided in the Building for that rubbish and you must comply with Body Corporate directions about:
  - (i) bags and wrapping for rubbish;
  - (ii) where to put glass and recyclable rubbish.
- (b) Other rubbish bins on the Common Property are only for general rubbish created while on the Common Property and not for household rubbish.
- (c) You must comply with Brisbane City Council requirements about the material that is put into the recycling bins.

## **7. Management**

### **7.1 Plant room security**

The Body Corporate must keep the following areas of the Common Property locked:

- (a) electrical substations or control panels; and
- (b) fire service control panels; and
- (c) rooms containing telecommunication and data exchanges or hubs; and
- (d) plant and machinery rooms,

unless doing so would be contrary to a law. You must not enter or open these areas unless you have written approval from the Body Corporate.

### **7.2 Store rooms for the Body Corporate**

The Body Corporate may use appropriate parts of the Common Property to store equipment used for gardening, cleaning and maintenance. These storage areas may be locked and you must not enter them without consent from the Body Corporate.

### **7.3 Letting service**

The only person who may provide a letting service from any part of the Scheme land is a person who has a letting authority from the Body Corporate and is the owner or occupier of the Manager's Lot.

## **8. Supply of services to Lots**

### **8.1 Services to which this by-law applies**

This by-law applies to the supply of any of the following services in the Scheme to Lots:

- (a) hot water from a central hot water system;
- (b) gas for the air conditioning system in Lots;
- (c) town water;
- (d) any form of energy;
- (e) any data, television or telecommunications service.

In this by-law these are called the **Utility Services**.

## 8.2 Engagement for supply

Under the Act, the Body Corporate may engage a person to supply Utility Services for the benefit of Lots and Common Property. If the Body Corporate engages a person to supply a Utility Service to Lots then you must not take the Utility Service from the relevant supply system unless:

- (a) if the supply of that Utility Service to your Lot is able to be metered, connected to Air Conditioning Central Plant and Air Conditioning Management System and there is a functioning supply meter to measure the supply to your Lot; and
- (b) there is a current agreement with the relevant contractor for the supply of the Utility Service to your Lot.

## 8.3 Supply of Utility Services by Body Corporate requires agreement

- (a) By-law 8.3(b) applies where:
  - (i) the Body Corporate is the supplier of a Utility Service to Lots; and
  - (ii) the Body Corporate is required or entitled to charge for the supply of that Utility Service to the Lots.
- (b) The Body Corporate must not supply the Utility Service to your Lot, and you must not take the Utility Service from the relevant supply system, unless:
  - (i) if the supply of that Utility Service to your Lot is able to be metered, there is a functioning supply meter to measure the supply to your Lot; and
  - (ii) there is a current agreement with the Body Corporate for the supply of the Utility Service to your Lot (**Supply Agreement**) and the Body Corporate has not suspended the supply to your Lot.

## 8.4 Requirements for Supply Agreements

A Supply Agreement with the Body Corporate:

- (a) must comply with any requirements of the law; and
- (b) must oblige the owner or occupier of the Lot to pay the Body Corporate for the supply of the Utility Service during billing periods determined by the Body Corporate committee (which must be the same for each Lot); and
- (c) must provide that the amount payable for a Utility Service supplied to a Lot is to be the aggregate of:
  - (i) the fees and costs that the Body Corporate incurs in respect of the Utility Service specifically for the supply to the Lot, such as a fee paid to a contractor for meter reading, or a fee paid to a body corporate manager for billing services;
  - (ii) the cost of the quantity of the Utility Service supplied to the Lot; and
  - (iii) to the extent reasonable possible, the balance of the cost to the Body Corporate of the relevant Utility Service, divided between the Lots and Common Property in proportion to the metered supply to each Lot in the billing period; and
- (d) may include arrangements to secure payments to the Body Corporate, including any of the following:
  - (i) a system for the pre-payment of the service using meters that will cut off the supply when the amount prepaid is used up (which may also include emergency reserve provisions);
  - (ii) payment of a security deposit determined from time to time by the Body Corporate committee (which must be calculated on the same basis for each Lot);

- (e) entitle the Body Corporate to cut off the supply of the Utility Service to a Lot if the owner or occupier of the Lot does not pay an account within the payment period specified by the Body Corporate committee (which must be the same for each Lot).

### 8.5 Entitlement to Supply Agreement

- (a) The Body Corporate may refuse to enter into a Supply Agreement for a Lot with a person who is not the owner of the Lot. The Body Corporate need not apply this rule consistently and may apply this rule as the Body Corporate considers necessary to minimise the risk of bad debts.
- (b) The Body Corporate must not refuse to enter into a Supply Agreement with you if:
  - (i) you are the owner of the Lot; and
  - (ii) you have paid any required security deposit or supply prepayment; and
  - (iii) you are not in arrears for the previous supply of a Utility Service and by-law 8.6 does not apply to you.

### 8.6 Restrictions about arrears

The Body Corporate may only require you to pay arrears incurred with respect to your Lot under a Supply Agreement with another person (**Defaulting Party**) if:

- (a) the arrears were incurred while you own the Lot (whether by your tenant or another person living in the Lot); or
- (b) you become the owner of the Lot as trustee, executor or beneficiary of the estate of the Defaulting Party or of a person to whom paragraph 8.6(a) would apply; or
- (c) you own the Lot because of a transfer relating to a family or defacto law matter between you and the Defaulting Party or between you and a person to whom paragraph 8.6(a) would apply.

This by-law does not give the Body Corporate the power to claim these arrears from you. However, the Body Corporate may make the payment of these arrears a condition of entering into a Supply Agreement with you.

### 8.7 No interference

You must not in any circumstances interfere with a Utility Service meter for your Lot or any of the plant and equipment under which a Utility Service is supplied to your Lot or any part of the Air Conditioning Management System, other than to carry out maintenance that:

- (a) is your responsibility; and
- (b) has been approved in writing by the Body Corporate and is carried out by a tradesperson approved by the Body Corporate.

This by-law does not apply to pipes within your Lot that only service your Lot.

## 9. Parking and driving

### 9.1 Bicycles

- (a) Bicycles must be kept in a bicycle storage area in the Common Property or an exclusive use area for your Lot.
- (b) The Body Corporate may create a secure bicycle store to which by-law 4 will apply.

## **9.2 Exclusive use bicycle store**

The Manager's Lot has the exclusive use of the bicycle storage area identified on the allocation table in Schedule E for the occupier use for providing a secure bicycle storage service for the occupiers of other Lots by agreement with them. This is an exclusive use by-law that attaches to the Manager's Lot.

## **9.3 Driving and parking**

- (a) You may only drive on the parts of the Common Property designed for that purpose. The maximum speed limit is 10 kilometres per hour.
- (b) Car parks identified by the Body Corporate as visitor car parks are for the use of visitors only and must not be used by occupants of lots.
- (c) You may only park in the exclusive use car park, if any, for your Lot. Exclusive use car parks may be used only for cars and similar vehicles up to 2.5 tonne gross vehicle mass.

## **10. Exclusive use car parks**

### **10.1 Rights attach to Lots**

The rights given in this by-law attach to the relevant Lots.

### **10.2 Specified rights of exclusive use**

The Lots set out in Schedule E have the exclusive use of the car parks marked on the attached plans respectively identified in Schedule E.

### **10.3 Car park exclusive use allocations**

The original owner for the Scheme is authorised to allocate to Lots the exclusive use of car parks that are shown on the exclusive use car parking plan and have not been allocated to a Lot. To make allocations under this by-law, the original owner must give the Body Corporate:

- (a) a written notice that states the Lots for which exclusive use car parks are to be allocated and the car parks to be respectively allocated for the exclusive use of those Lots; and
- (b) written consent to the allocations from the registered owner(s) of the relevant Lots.

The original owner can make allocations under this by-law any number of times.

### **10.4 Reallocations and recording allocations and reallocations**

- (a) Lot owners may agree to reallocate exclusive use car parks in the way allowed under the Act.
- (b) The Body Corporate must take all steps required to formalise authorised allocations and agreed reallocations of exclusive use car parks. The Lot owners who agree a reallocation are responsible for registering the new community management statement required to record the reallocation (unless the new statement will include other changes) and must pay the registration fees and the Body Corporate's costs of the preparation of the new statement.

### **10.5 Other matters about exclusive use car parks**

- (a) Exclusive use car parks may only be used for parking: bicycles, registered cars, registered utility vehicles, registered motorcycles, boats on registered trailers, registered box trailers and registered four wheel drive vehicles.
- (b) A bicycle, vehicle or trailer must not be parked in a car park unless all parts of the vehicle or trailer are within the exclusive use area.

- (c) You must not carry out any maintenance or repair work or external cleaning on a bicycle, vehicle or trailer while it is in an exclusive use car park. However, emergency repairs are permitted to the extent they are required to make a vehicle or trailer mobile.
- (d) The Body Corporate is entitled to pass through an exclusive use car park where necessary to obtain access to a part of the Common Property. This right also applies to a service contractor or letting agent who requires access to Common Property, including an occupation authority area.

## **10.6 Storage cages**

You may not install a storage cage within your exclusive use car park without prior written consent from the Body Corporate.

## **10.7 Cleaning and maintenance**

The Body Corporate is responsible for cleaning, maintaining and repairing the exclusive use car parks, other than:

- (a) cleaning or repair required because of a breach of this by-law 10 by the owner or occupier of the relevant Lot; and
- (b) the removal of grease and oil stains and spills.

As far as reasonably possible without damaging the car park surface, you must keep your exclusive use car park free of grease and oil stains and spills. If you do not comply with your obligations under this by-law 10, a representative of the Body Corporate may do so at your cost.

## **11. Storage spaces**

### **11.1 Rights attach to Lots**

The rights given in this by-law attach to the relevant Lots.

### **11.2 Specified rights of exclusive use**

The owners of the Lots set out in Schedule E have the exclusive use of the storage spaces marked on the attached plans respectively identified in Schedule E.

### **11.3 Original owner allocations**

The original owner for the Scheme is authorised to allocate to Lots the exclusive use of storage spaces. To make allocations under this by-law, the original owner must give the Body Corporate:

- (a) an exclusive use plan that identifies the storage spaces for which exclusive use is to be allocated; and
- (b) a written notice that states the Lots for which exclusive use storage spaces are to be allocated and the storage spaces to be respectively allocated for the exclusive use of those Lots; and
- (c) written consent to the allocations from the registered owner(s) of the relevant Lots.

The original owner can make allocations under this by-law any number of times.

### **11.4 Reallocations**

- (a) Lot owners may agree to reallocate exclusive use storage spaces in the way allowed under the Act.
- (b) The Body Corporate must take all steps required to formalise the authorised allocations and agreed reallocations of exclusive use storage spaces.

## **11.5 Maintenance**

The Lot owners with exclusive use rights are responsible for cleaning and maintaining their exclusive use storage spaces. To be clear, by-laws about, fire systems and services, cleaning, pest control and rubbish removal for Lots also apply to the exclusive use storage spaces. The Body Corporate is responsible for structural maintenance of the exclusive use storage spaces.

## **11.6 Alterations require Body Corporate's approval**

Lot owners may not make improvements or alterations to exclusive use storage areas, without the Body Corporate's written approval. Alterations may be permitted in the instance of privacy, of an agreed colour, style and to a height that does not interfere with the sprinkler system.

## **Access through storage spaces to Common Property**

The Common Property is authorised to pass through an exclusive use storage space when necessary to obtain access to Common Property. If utility infrastructure is behind an exclusive use storage space then the owner and occupier of the relevant Lot must ensure that the Body Corporate has a key for the storage space if necessary to obtain access to that utility infrastructure.

## **12. Exclusive use area**

### **12.1 Special rights**

The owner of lot 100 has the exclusive use of the area M1 identified in the allocation table for the following purposes:

- (a) installing and operating vending machines or otherwise selling goods to and providing services for occupants of the Building;
- (b) installing and operating information displays and signs, reading materials, internet and communications facilities

and associated furnishings and equipment.

The occupier of the Manager's Lot may use the general power outlets and communications connections in this exclusive use area when exercising these rights.

The rights given in this by-law attach to the Manager's Lot.

### **12.2 Cleaning and maintenance**

The Body Corporate is responsible for cleaning, maintaining and repairing the exclusive area, other than repair required because of damage caused by the occupier of the Manager's Lot.

## **13. Other matters**

### **13.1 Obligations of occupiers who are not owners of Lots**

- (a) An occupier of a Lot who is not the owner of the Lot must comply with obligations of the owner of the Lot with respect to cleaning and pest control for the Lot and exclusive use areas for the Lot.
- (b) The imposition of maintenance obligations on the owner of a Lot under these by-laws does not prevent the owner from passing that obligation onto an occupier of a Lot.
- (c) The obligation of an owner of a Lot to comply with maintenance, repair or replacement obligations in these by-laws is not affected because the owner has entered into an agreement under which another person is also obliged to comply with those obligations.
- (d) An obligation of a tenant under these by-laws is not affected even though, under the tenant's tenancy agreement or tenancy law, the landlord is required to comply with the obligation.

### 13.2 Invitees and children

You must make sure that your Invitees and children comply with these by-laws.

### 13.3 Recovery of money spent by Body Corporate

If you, or your guest, child, employee, contractor or agent, damage the Common Property or any Body Corporate asset and the Body Corporate incurs a cost fixing that damage, then you must, on demand, pay the Body Corporate the amount it spent.

### 13.4 Pay television and communications services

This by-law applies if a person wants to supply pay television or communications services to Lots. The Body Corporate may allow that person to install equipment on Common Property and to connect that equipment to the common electricity supply. The Body Corporate may enter into an agreement with the person with respect to the installation, ownership, operation, maintenance and removal of the equipment.

### 13.5 Display unit

Despite any other by-law, the original owner may use any Lot it owns as a display unit and may have signs and other sales advertising materials and displays on the common property while the original owner owns any Lot.

### 13.6 State Development, Infrastructure and Planning Mandated Conditions

- (a) The development approval for the Scheme requires that this community management statement contain the following provisions:
- (i) the Building must incorporate all elements of sustainability (P1 to P15) as per recommendations in the approved sustainability report prepared by Cundall for Citimark, titled ULDA Development Application: Sustainability 10002360 Building 6, Hercules St, Hamilton, Rev C dated 9 September 2010;
  - (ii) a suitable system of lighting must be operated from dusk to dawn within all areas where the public will be given access, including car parking areas;
  - (iii) all external lighting areas lights the Building, particularly entrances and vegetated areas but does not overspill into other buildings or the sky;
  - (iv) all external lighting is in accordance with AS4282-1997 Control of the Obtrusive Effects of Outdoor Lighting so as not to cause nuisance to nearby residents or passing motorists;
  - (v) lighting over publically accessible footpaths covered by permanent awnings to a minimum of 20 lux (horizontal plan) at footpath level;
  - (vi) the Body Corporate must provide and maintain unimpeded and safe 24-hour public access through the public plaza area linking Hercules Street with the Portside Wharf Retail Mall, and ensure that access ways are designed to cater for disable persons in accordance with "Australian Standard AS 1428.1";
  - (vii) all balconies are to remain unenclosed with no shutters, glazing, louvres or similar permanent structures; and
  - (viii) all recommendations to mitigate potential noise impacts made in the Environmental Amenity Impact Assessment report will be incorporated into the project design and during the construction and operational stages.
- (b) References in this by-law 13 to drawings, documents, clauses etc are references to those things contained in the development approval for the Scheme.

**13.7 Liquor licence application**

The Body Corporate is authorised to provide consent on behalf of each Lot owner concerning an application for a liquor licence.

<b>SCHEDULE D</b>	<b>OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED</b>
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Lots affected by statutory easements

<b>Lots on plan and common property</b>	<b>Type of easement</b>
Lots 100 – 102, 201 – 202, 301 – 316, 401 – 416, 501 – 516, 601 – 616, 701 – 716, 801 – 816, 901 – 916, 1001 – 1016, 1101 – 1116, 1201 – 1216, 1301 – 1316, 1401 – 1416, 1501 – 1516, 1601 – 1616 on SP 241590	Support
Lots 100 – 102, 201 – 202, 301 – 316, 401 – 416, 501 – 516, 601 – 616, 701 – 716, 801 – 816, 901 – 916, 1001 – 1016, 1101 – 1116, 1201 – 1216, 1301 – 1316, 1401 – 1416, 1501 – 1516, 1601 – 1616 on SP 241590	Shelter
Lots 100 – 102, 201 – 202, 301 – 316, 401 – 416, 501 – 516, 601 – 616, 701 – 716, 801 – 816, 901 – 916, 1001 – 1016, 1101 – 1116, 1201 – 1216, 1301 – 1316, 1401 – 1416, 1501 – 1516, 1601 – 1616 on SP 241590	Services
Lots 100 – 102, 201 – 202, 301 – 316, 401 – 416, 501 – 516, 601 – 616, 701 – 716, 801 – 816, 901 – 916, 1001 – 1016, 1101 – 1116, 1201 – 1216, 1301 – 1316, 1401 – 1416, 1501 – 1516, 1601 – 1616 on SP 241590	Support, shelter and services

<b>SCHEDULE E</b>	<b>DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY</b>
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<b>Lot on Plan</b>	<b>Purpose</b>	<b>Area on Exclusive Use Sketch Plan attached</b>
Lot 100 on SP 241590	Exclusive use area under by-law 12 Exclusive use storage under by-law 9.2	M1
Lot 100 on SP 241590	Exclusive use storage under by-law 9.2	M2
Lot 120 on SP 241590		
Lot 201 on SP 241590		
Lot 202 on SP 241590		
Lot 301 on SP 241590	Exclusive Use Car park under by-law 10.2	C.1
Lot 302 on SP 241590	Exclusive Use Car park under by-law 10.2	C.117
Lot 303 on SP 241590	Exclusive Use Car park under by-law 10.2	TC.96 and TC.97
Lot 304 on SP 241590	Exclusive Use Car park under by-law 10.2 Exclusive Use Storage under by-law 11.2	C.17 SB39
Lot 305 on SP 241590	Exclusive Use Car park under by-law 10.2	C.59
Lot 306 on SP 241590	Exclusive Use Car park under by-law 10.2	C.58
Lot 306 on SP 241590	Exclusive Use Car park under by-law 10.2	C.58
Lot 307 on SP 241590	Exclusive Use Car park under by-law 10.2	C.135
Lot 308 on SP 241590	Exclusive Use Car park under by-law 10.2	C.115
Lot 309 on SP 241590	Exclusive Use Car park under by-law 10.2	C.114
Lot 310 on SP 241590	Exclusive Use Car park under by-law 10.2	C.113
Lot 311 on SP 241590	Exclusive Use Car park under by-law 10.2	C.134
Lot 312 on SP 241590		
Lot 313 on SP 241590		
Lot 314 on SP 241590		
Lot 315 on SP 241590		
Lot 316 on SP 241590	Exclusive Use Car park under by-law 10.2	SC.177
Lot 401 on SP 241590	Exclusive Use Car park under by-law 10.2	C.123
Lot 402 on SP 241590	Exclusive Use Car park under by-law 10.2	SC.38

Lot on Plan	Purpose	Area on Exclusive Use Sketch Plan attached
Lot 403 on SP 241590	Exclusive Use Car park under by-law 10.2	C.61
Lot 404 on SP 241590	Exclusive Use Car park under by-law 10.2	C.100
Lot 405 on SP 241590	Exclusive Use Car park under by-law 10.2	C.60
Lot 406 on SP 241590	Exclusive Use Car park under by-law 10.2	C.52
Lot 407 on SP 241590	Exclusive Use Car park under by-law 10.2	C.184
Lot 408 on SP 241590	Exclusive Use Car park under by-law 10.2	SC.37
Lot 409 on SP 241590	Exclusive Use Car park under by-law 10.2	SC.36
Lot 410 on SP 241590	Exclusive Use Car park under by-law 10.2	SC.35
Lot 411 on SP 241590	Exclusive Use Car park under by-law 10.2	C.185
Lot 412 on SP 241590		
Lot 413 on SP 241590		
Lot 414 on SP 241590		
Lot 415 on SP 241590		
Lot 416 on SP 241590	Exclusive Use Car park under by-law 10.2	C.186
Lot 501 on SP 241590	Exclusive Use Car park under by-law 10.2	C.125
Lot 502 on SP 241590	Exclusive Use Car park under by-law 10.2	SC.176
Lot 503 on SP 241590	Exclusive Use Car park under by-law 10.2	C.106
Lot 504 on SP 241590	Exclusive Use Car park under by-law 10.2	C.107
Lot 505 on SP 241590	Exclusive Use Car park under by-law 10.2	C.108
Lot 506 on SP 241590	Exclusive Use Car park under by-law 10.2	C.70
Lot 507 on SP 241590	Exclusive Use Car park under by-law 10.2	C.129
Lot 508 on SP 241590	Exclusive Use Car park under by-law 10.2	SC.98
Lot 509 on SP 241590	Exclusive Use Car park under by-law 10.2	SC.99
Lot 510 on SP 241590	Exclusive Use Car park under by-law 10.2	SC.109
Lot 511 on SP 241590	Exclusive Use Car park under by-law 10.2	C.128
Lot 512 on SP 241590		
Lot 513 on SP 241590		
Lot 514 on SP 241590		
Lot 515 on SP 241590		
Lot 516 on SP 241590	Exclusive Use Car park under by-law 10.2	C.124
Lot 601 on SP 241590	Exclusive Use Car park under by-law 10.2	C.142
Lot 602 on SP 241590	Exclusive Use Car park under by-law 10.2 Exclusive Use Storage under by-law 11.2	SC.81 S109
Lot 603 on SP 241590	Exclusive Use Car park under by-law 10.2	C.103
Lot 604 on SP 241590	Exclusive Use Car park under by-law 10.2	C.102
Lot 605 on SP 241590	Exclusive Use Car park under by-law 10.2	C.101
Lot 606 on SP 241590	Exclusive Use Car park under by-law 10.2	C.69
Lot 607 on SP 241590	Exclusive Use Car park under by-law 10.2	C.131
Lot 608 on SP 241590	Exclusive Use Car park under by-law 10.2 Exclusive Use Storage under by-law 11.2	SC.78 S112
Lot 609 on SP 241590	Exclusive Use Car park under by-law 10.2 Exclusive Use Storage under by-law 11.2	SC.159 S209
Lot 610 on SP 241590	Exclusive Use Car park under by-law 10.2 Exclusive Use Storage under by-law 11.2	SC.156 S212
Lot 611 on SP 241590	Exclusive Use Car park under by-law 10.2	C.130
Lot 612 on SP 241590		
Lot 613 on SP 241590		
Lot 614 on SP 241590		
Lot 615 on SP 241590		
Lot 616 on SP 241590	Exclusive Use Car park under by-law 10.2	C.143
Lot 701 on SP 241590	Exclusive Use Car park under by-law 10.2	C.140
Lot 702 on SP 241590	Exclusive Use Car park under by-law 10.2	C.21
Lot 703 on SP 241590	Exclusive Use Car park under by-law 10.2	C.105
Lot 704 on SP 241590	Exclusive Use Car park under by-law 10.2 Exclusive Use Storage under by-law 11.2	C.40 SB03
Lot 705 on SP 241590	Exclusive Use Car park under by-law 10.2	C.104

Lot on Plan	Purpose	Area on Exclusive Use Sketch Plan attached
Lot 706 on SP 241590	Exclusive Use Car park under by-law 10.2	C.53
Lot 707 on SP 241590	Exclusive Use Car park under by-law 10.2	C.179
Lot 708 on SP 241590	Exclusive Use Car park under by-law 10.2 Exclusive Use Storage under by-law 11.2	C.7 SB49
Lot 709 on SP 241590	Exclusive Use Car park under by-law 10.2	C.22
Lot 710 on SP 241590	Exclusive Use Car park under by-law 10.2	C.23
Lot 711 on SP 241590	Exclusive Use Car park under by-law 10.2	C.178
Lot 712 on SP 241590		
Lot 713 on SP 241590		
Lot 714 on SP 241590		
Lot 715 on SP 241590		
Lot 716 on SP 241590	Exclusive Use Car park under by-law 10.2	C.139
Lot 801 on SP 241590	Exclusive Use Car park under by-law 10.2	C.137
Lot 802 on SP 241590	Exclusive Use Car park under by-law 10.2	C.67
Lot 803 on SP 241590	Exclusive Use Car park under by-law 10.2	C.3
Lot 804 on SP 241590	Exclusive Use Car park under by-law 10.2	C.41
Lot 805 on SP 241590	Exclusive Use Car park under by-law 10.2	SC.39
Lot 806 on SP 241590	Exclusive Use Car park under by-law 10.2	C.54
Lot 807 on SP 241590	Exclusive Use Car park under by-law 10.2	C.181
Lot 808 on SP 241590	Exclusive Use Car park under by-law 10.2	C.19
Lot 809 on SP 241590	Exclusive Use Car park under by-law 10.2	C.20
Lot 810 on SP 241590	Exclusive Use Car park under by-law 10.2	C.66
Lot 811 on SP 241590	Exclusive Use Car park under by-law 10.2	C.180
Lot 812 on SP 241590		
Lot 813 on SP 241590		
Lot 814 on SP 241590		
Lot 815 on SP 241590		
Lot 816 on SP 241590	Exclusive Use Car park under by-law 10.2	C.127
Lot 901 on SP 241590	Exclusive Use Car park under by-law 10.2	C.112
Lot 902 on SP 241590	Exclusive Use Car park under by-law 10.2	SC.155
Lot 903 on SP 241590	Exclusive Use Car park under by-law 10.2 Exclusive Use Storage under by-law 11.2	C.14 SB42
Lot 904 on SP 241590	Exclusive Use Car park under by-law 10.2 Exclusive Use Storage under by-law 11.2	C.15 SB41
Lot 905 on SP 241590	Exclusive Use Car park under by-law 10.2 Exclusive Use Storage under by-law 11.2	C.16 SB40
Lot 906 on SP 241590	Exclusive Use Car park under by-law 10.2	C.55
Lot 907 on SP 241590	Exclusive Use Car park under by-law 10.2	C.183
Lot 908 on SP 241590	Exclusive Use Car park under by-law 10.2	SC.154
Lot 909 on SP 241590	Exclusive Use Car park under by-law 10.2	C.153
Lot 910 on SP 241590	Exclusive Use Car park under by-law 10.2	C.136
Lot 911 on SP 241590	Exclusive Use Car park under by-law 10.2	C.182
Lot 912 on SP 241590		
Lot 913 on SP 241590		
Lot 914 on SP 241590		
Lot 915 on SP 241590		
Lot 916 on SP 241590	Exclusive Use Car park under by-law 10.2	C.152
Lot 1001 on SP 241590	Exclusive Use Car park under by-law 10.2	C.141
Lot 1002 on SP 241590	Exclusive Use Car park under by-law 10.2	C.148
Lot 1003 on SP 241590	Exclusive Use Car park under by-law 10.2 Exclusive Use Storage under by-law 11.2	C.11 SB45
Lot 1004 on SP 241590	Exclusive Use Car park under by-law 10.2 Exclusive Use Storage under by-law 11.2	C.12 SB44
Lot 1005 on SP 241590	Exclusive Use Car park under by-law 10.2 Exclusive Use Storage under by-law 11.2	C.13 SB43
Lot 1006 on SP 241590	Exclusive Use Car park under by-law 10.2	C.65

Lot on Plan	Purpose	Area on Exclusive Use Sketch Plan attached
Lot 1007 on SP 241590	Exclusive Use Car park under by-law 10.2	C.76
Lot 1008 on SP 241590	Exclusive Use Car park under by-law 10.2	C.149
Lot 1009 on SP 241590	Exclusive Use Car park under by-law 10.2	C.150
Lot 1010 on SP 241590	Exclusive Use Car park under by-law 10.2	C.151
Lot 1011 on SP 241590	Exclusive Use Car park under by-law 10.2	C.51
Lot 1012 on SP 241590		
Lot 1013 on SP 241590		
Lot 1014 on SP 241590		
Lot 1015 on SP 241590		
Lot 1016 on SP 241590	Exclusive Use Car park under by-law 10.2	C.116
Lot 1101 on SP 241590	Exclusive Use Car park under by-law 10.2	C.133
Lot 1102 on SP 241590	Exclusive Use Car park under by-law 10.2	C.167
Lot 1103 on SP 241590 Lot	Exclusive Use Car park under by-law 10.2 Exclusive Use Storage under by-law 11.2	C.8 SB48
1104 on SP 241590	Exclusive Use Car park under by-law 10.2 Exclusive Use Storage under by-law 11.2	C.9 SB47
Lot 1105 on SP 241590	Exclusive Use Car park under by-law 10.2 Exclusive Use Storage under by-law 11.2	C.10 SB46
Lot 1106 on SP 241590	Exclusive Use Car park under by-law 10.2	C.64
Lot 1107 on SP 241590	Exclusive Use Car park under by-law 10.2	C.74
Lot 1108 on SP 241590	Exclusive Use Car park under by-law 10.2	C.166
Lot 1109 on SP 241590	Exclusive Use Car park under by-law 10.2	C.192
Lot 1110 on SP 241590	Exclusive Use Car park under by-law 10.2	C.191
Lot 1111 on SP 241590	Exclusive Use Car park under by-law 10.2	C.75
Lot 1112 on SP 241590		
Lot 1113 on SP 241590		
Lot 1114 on SP 241590		
Lot 1115 on SP 241590		
Lot 1116 on SP 241590	Exclusive Use Car park under by-law 10.2	C.138
Lot 1201 on SP 241590	Exclusive Use Car park under by-law 10.2	C.126
Lot 1202 on SP 241590	Exclusive Use Car park under by-law 10.2	C.89
Lot 1203 on SP 241590	Exclusive Use Car park under by-law 10.2 Exclusive Use Storage under by-law 11.2	C.4 SB52
Lot 1204 on SP 241590	Exclusive Use Car park under by-law 10.2 Exclusive Use Storage under by-law 11.2	C.2 SB01
Lot 1205 on SP 241590	Exclusive Use Car park under by-law 10.2 Exclusive Use Storage under by-law 11.2	C.5 SB51
Lot 1206 on SP 241590	Exclusive Use Car park under by-law 10.2	C.57
Lot 1207 on SP 241590	Exclusive Use Car park under by-law 10.2	C.72
Lot 1208 on SP 241590	Exclusive Use Car park under by-law 10.2	C.88
Lot 1209 on SP 241590	Exclusive Use Car park under by-law 10.2	C.111
Lot 1210 on SP 241590	Exclusive Use Car park under by-law 10.2	C.110
Lot 1211 on SP 241590	Exclusive Use Car park under by-law 10.2	C.73
Lot 1212 on SP 241590		
Lot 1213 on SP 241590		
Lot 1214 on SP 241590		
Lot 1215 on SP 241590		
Lot 1216 on SP 241590	Exclusive Use Car park under by-law 10.2	C.132
Lot 1301 on SP 241590	Exclusive Use Car park under by-law 10.2	C.42
Lot 1302 on SP 241590	Exclusive Use Car park under by-law 10.2	C.43
Lot 1303 on SP 241590	Exclusive Use Car park under by-law 10.2 Exclusive Use Storage under by-law 11.2	C.162 SB206
Lot 1304 on SP 241590	Exclusive Use Car park under by-law 10.2 Exclusive Use Storage under by-law 11.2	C.161 S207
Lot 1305 on SP 241590	Exclusive Use Car park under by-law 10.2 Exclusive Use Storage under by-law 11.2	C.160 S208

Lot on Plan	Purpose	Area on Exclusive Use Sketch Plan attached
Lot 1306 on SP 241590	Exclusive Use Car park under by-law 10.2 Exclusive Use Storage under by-law 11.2	C.158 S210
Lot 1307 on SP 241590	Exclusive Use Car park under by-law 10.2 Exclusive Use Storage under by-law 11.2	C.157 S211
Lot 1308 on SP 241590	Exclusive Use Car park under by-law 10.2	C.44
Lot 1309 on SP 241590	Exclusive Use Car park under by-law 10.2	C.45
Lot 1310 on SP 241590	Exclusive Use Car park under by-law 10.2	C.118
Lot 1311 on SP 241590	Exclusive Use Car park under by-law 10.2 Exclusive Use Storage under by-law 11.2	C.6 SB50
Lot 1312 on SP 241590	Exclusive Use Car park under by-law 10.2	SC.187
Lot 1313 on SP 241590	Exclusive Use Car park under by-law 10.2	SC.188
Lot 1314 on SP 241590	Exclusive Use Car park under by-law 10.2	SC.189
Lot 1315 on SP 241590	Exclusive Use Car park under by-law 10.2	SC.190
Lot 1316 on SP 241590	Exclusive Use Car park under by-law 10.2	C.77
Lot 1401 on SP241590	Exclusive Use Car park under by-law 10.2	C.71
Lot 1402 on SP 241590	Exclusive Use Car park under by-law 10.2	C.50
Lot 1403 on SP 241590	Exclusive Use Car park under by-law 10.2 Exclusive Use Storage under by-law 11.2	C.80 S110
Lot 1404 on SP 241590	Exclusive Use Car park under by-law 10.2	TC.174 and TC.175
Lot 1405 on SP 241590	Exclusive Use Car park under by-law 10.2 Exclusive Use Storage under by-law 11.2	C.79 S111
Lot 1406 on SP 241590	Exclusive Use Car park under by-law 10.2 Exclusive Use Storage under by-law 11.2	C.165 S203
Lot 1407 on SP 241590	Exclusive Use Car park under by-law 10.2 Exclusive Use Storage under by-law 11.2	C.164 S204
Lot 1408 on SP 241590	Exclusive Use Car park under by-law 10.2	C.49
Lot 1409 on SP 241590	Exclusive Use Car park under by-law 10.2	C.48
Lot 1410 on SP 241590	Exclusive Use Car park under by-law 10.2	C.47
Lot 1411 on SP 241590	Exclusive Use Car park under by-law 10.2 Exclusive Use Storage under by-law 11.2	C.163 S205
Lot 1412 on SP 241590	Exclusive Use Car park under by-law 10.2	SC.34
Lot 1413 on SP 241590	Exclusive Use Car park under by-law 10.2	SC.25
Lot 1414 on SP 241590	Exclusive Use Car park under by-law 10.2	SC.18
Lot 1415 on SP 241590	Exclusive Use Car park under by-law 10.2	SC.24
Lot 1416 on SP 241590	Exclusive Use Car park under by-law 10.2	C.46
Lot 1501 on SP 241590	Exclusive Use Car park under by-law 10.2	C.63
Lot 1502 on SP 241590	Exclusive Use Car park under by-law 10.2	C.122
Lot 1503 on SP 241590	Exclusive Use Car park under by-law 10.2	TC.172 and TC.173
Lot 1504 on SP 241590	Exclusive Use Car park under by-law 10.2 Exclusive Use Storage under by-law 11.2	TC.168 and TC.169 S202
Lot 1505 on SP 241590	Exclusive Use Car park under by-law 10.2	TC.170 and TC.171
Lot 1506 on SP 241590	Exclusive Use Car park under by-law 10.2 Exclusive Use Storage under by-law 11.2	C.84 S106
Lot 1507 on SP 241590	Exclusive Use Car park under by-law 10.2 Exclusive Use Storage under by-law 11.2	C.83 S107
Lot 1508 on SP 241590	Exclusive Use Car park under by-law 10.2	C.121
Lot 1509 on SP 241590	Exclusive Use Car park under by-law 10.2	C.120
Lot 1510 on SP 241590	Exclusive Use Car park under by-law 10.2	C.119
Lot 1511 on SP 241590	Exclusive Use Car park under by-law 10.2 Exclusive Use Storage under by-law 11.2	C.82 S108
Lot 1512 on SP 241590	Exclusive Use Car park under by-law 10.2	SC.29
Lot 1513 on SP 241590	Exclusive Use Car park under by-law 10.2	SC.28
Lot 1514 on SP 241590	Exclusive Use Car park under by-law 10.2	SC.27
Lot 1515 on SP 241590	Exclusive Use Car park under by-law 10.2	SC.26
Lot 1516 on SP 241590	Exclusive Use Car park under by-law 10.2	C.68
Lot 1601 on SP 241590	Exclusive Use Car park under by-law 10.2	C.56

Lot on Plan	Purpose	Area on Exclusive Use Sketch Plan attached
Lot 1602 on SP 241590	Exclusive Use Car park under by-law 10.2	C.147
Lot 1603 on SP 241590	Exclusive Use Car park under by-law 10.2	TC.94 and TC.95
Lot 1604 on SP 241590	Exclusive Use Car park under by-law 10.2 Exclusive Use Storage under by-law 11.2	TC.90 and TC.91 S102
Lot 1605 on SP 241590	Exclusive Use Car park under by-law 10.2	TC.92 and TC.93
Lot 1606 on SP 241590	Exclusive Use Car park under by-law 10.2 Exclusive Use Storage under by-law 11.2	C.87 S103
Lot 1607 on SP 241590	Exclusive Use Car park under by-law 10.2 Exclusive Use Storage under by-law 11.2	C.86 S104
Lot 1608 on SP 241590	Exclusive Use Car park under by-law 10.2	C.146
Lot 1609 on SP 241590	Exclusive Use Car park under by-law 10.2	C.145
Lot 1610 on SP 241590	Exclusive Use Car park under by-law 10.2	C.144
Lot 1611 on SP 241590	Exclusive Use Car park under by-law 10.2 Exclusive Use Storage under by-law 11.2	C.85 S105
Lot 1612 on SP 241590	Exclusive Use Car park under by-law 10.2	SC.30
Lot 1613 on SP 241590	Exclusive Use Car park under by-law 10.2	SC.31
Lot 1614 on SP 241590	Exclusive Use Car park under by-law 10.2	SC.32
Lot 1615 on SP 241590	Exclusive Use Car park under by-law 10.2	SC.33
Lot 1616 on SP 241590	Exclusive Use Car park under by-law 10.2	C.62

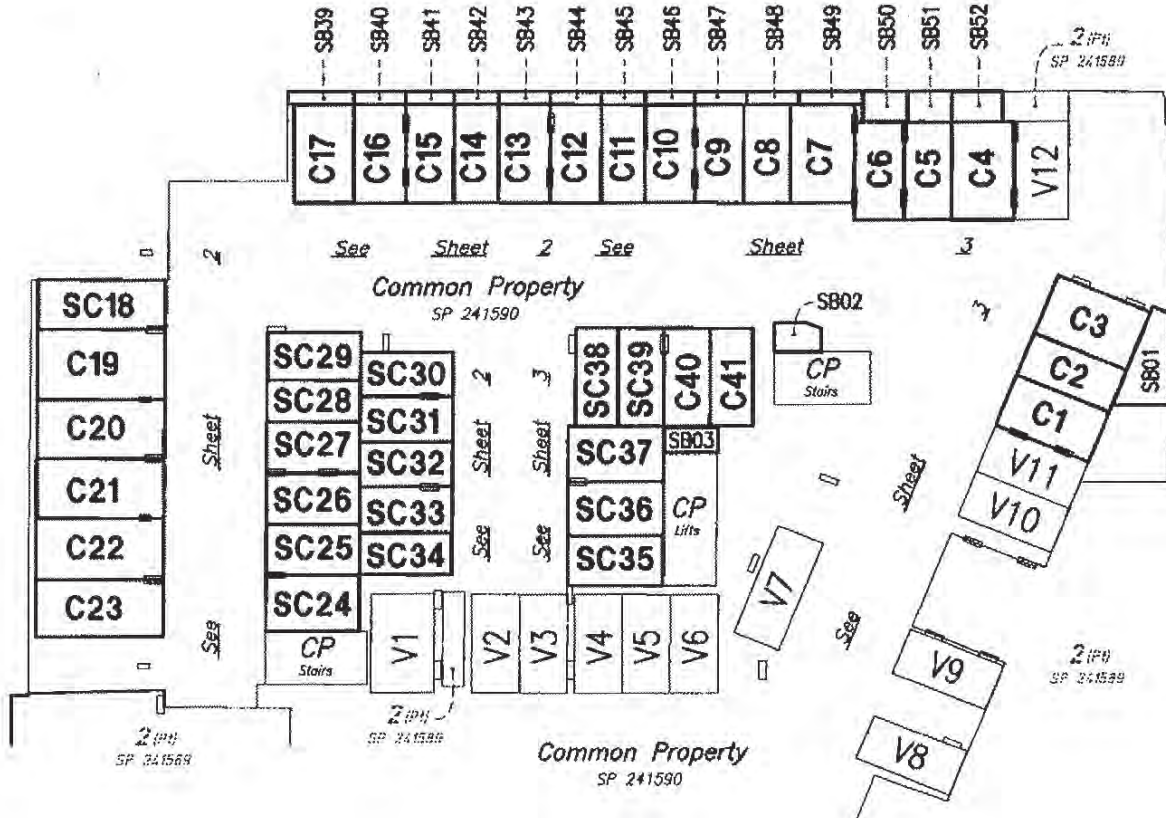
35 HERCULES STREET COMMUNITY TITLES SCHEME 50356

"35 HERCULES ST" COMMUNITY TITLES SCHEME

Sheet of



**LEVEL A**  
(Basement Level)



CP Denotes Common Property on SP 241590

We RPS Australia East Pty Ltd (ACN 140292762) Cadastral Surveyor, certify that the details shown on this sketch plan are correct.

*[Signature]*  
Authorised Delegate

7/08/17 Date

**SKETCH PLAN FOR EXCLUSIVE USE PURPOSES**  
Over Part of the Common Property on Level A of "35 Hercules St" CTS



RPS Australia East Pty Ltd  
ACN 140 292 762  
ABN 44 140 292 762  
142 Ave Street  
PO Box 1529  
Forthside Valley QLD 4006  
T +61 7 3277 8833  
F +61 7 3277 8833  
W www.rps.com.au

A3

PLAN No.  
**102178-14**  
SHEET 1 OF 3

LOCAL GOVERNMENT: **BRISBANE CITY** LOCALITY: **HAMILTON**

MERIDIAN. SP241590 DATE. 28/8/17 DRAWN. GC SURVEYED. NB

CHECKED BY

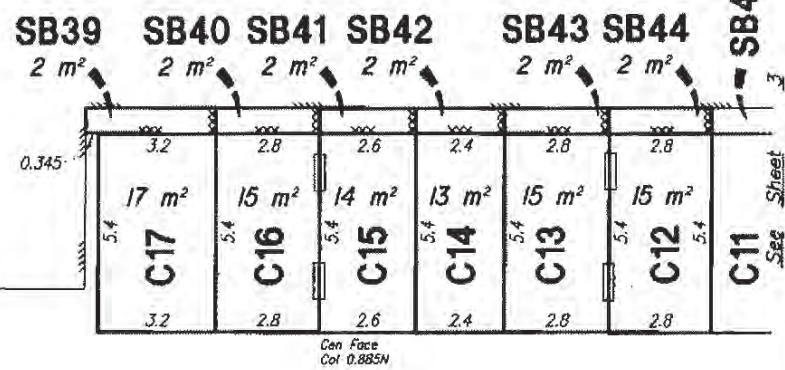
35 HERCULES STREET COMMUNITY TITLES SCHEME 50356

"35 HERCULES ST" COMMUNITY TITLES SCHEME

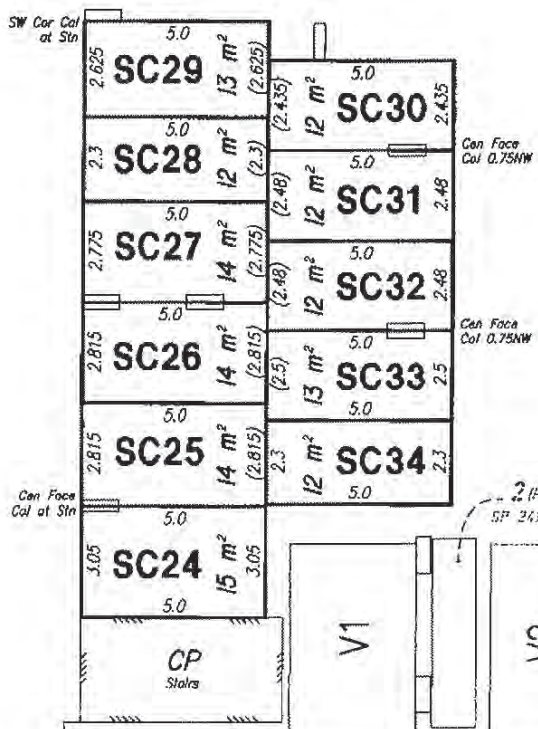
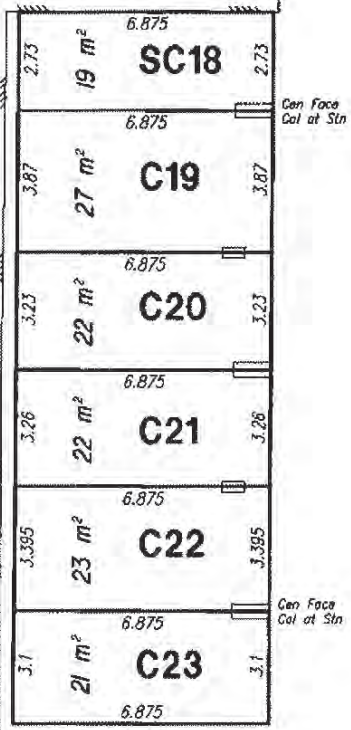
Sheet of



**LEVEL A**  
(Basement Level)



Common Property  
SP 241590



Common Property  
SP 241590

- Denotes Face of Wall
- Denotes Column
- Denotes Boundary through Centreline of Column
- CP Denotes Common Property on SP 241590
- Denotes Chain Link Fence

PLAN No.  
**102178-14**  
SHEET 2 OF 3

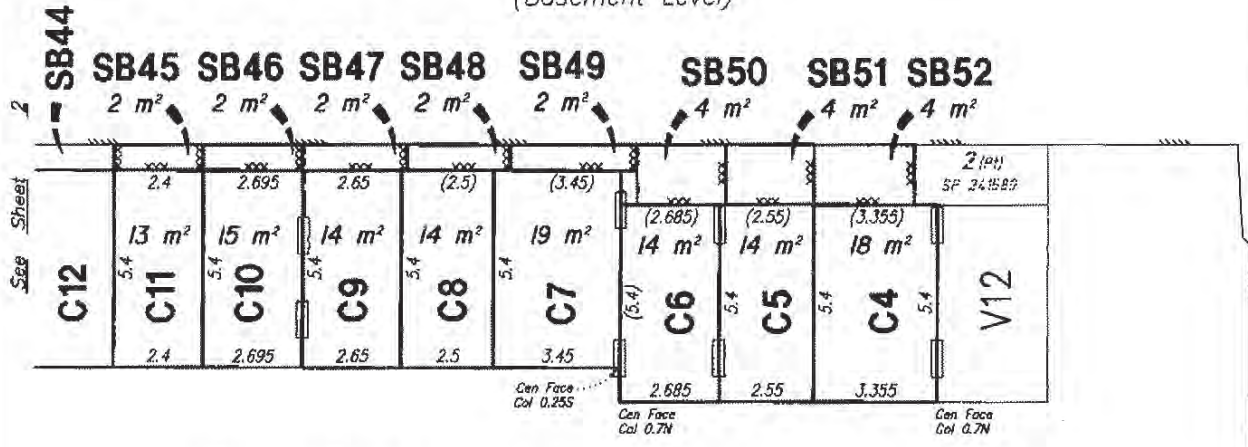
0 6.25 12.5 18.75m

35 HERCULES STREET COMMUNITY TITLES SCHEME 50356

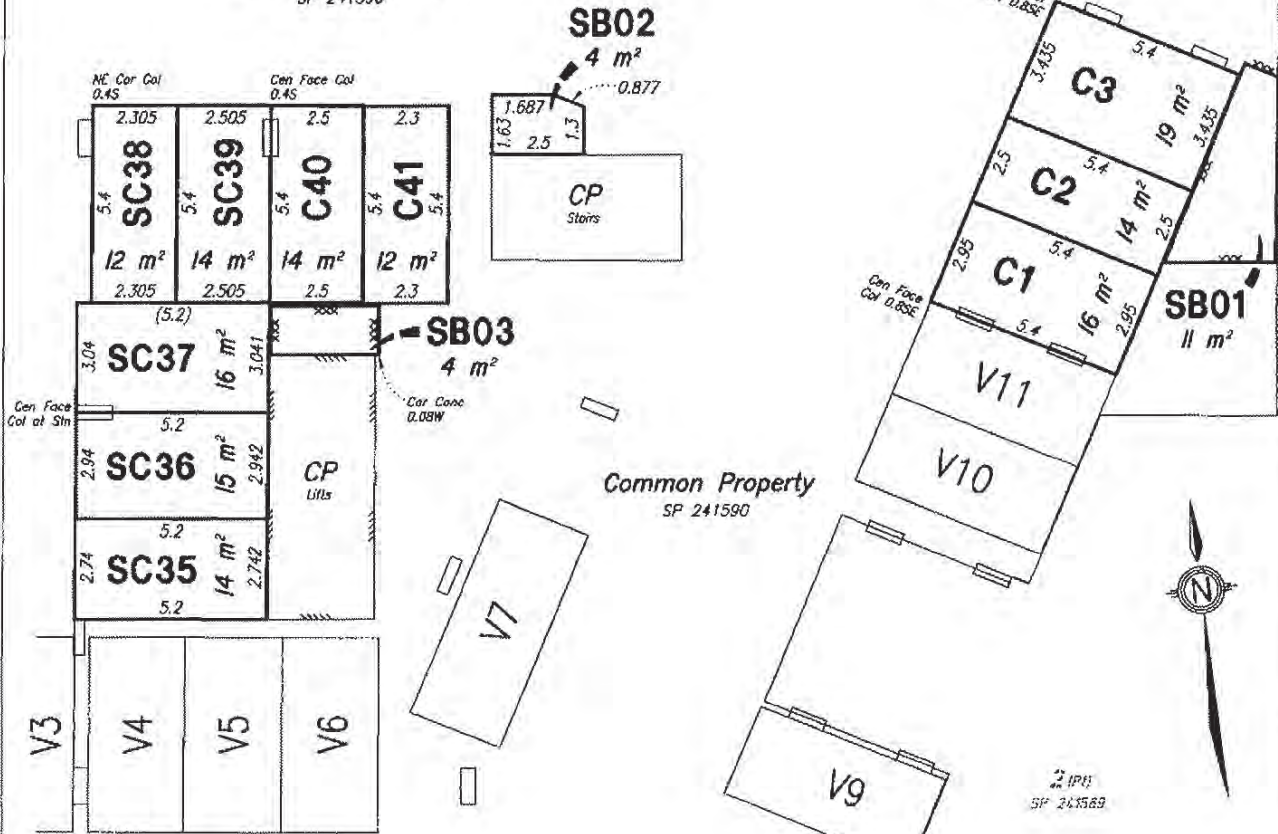
"35 HERCULES ST" COMMUNITY TITLES SCHEME

Sheet of

**LEVEL A**  
(Basement Level)



**Common Property**  
SP 241590



CP Denotes Common Property on SP 241590

Denotes Face of Wall

Denotes Chain Link Fence

Denotes Column

Denotes Boundary through Centreline of Column



PLAN No.  
**102178-14**  
SHEET 3 OF 3

0 6.25 12.5 18.75m

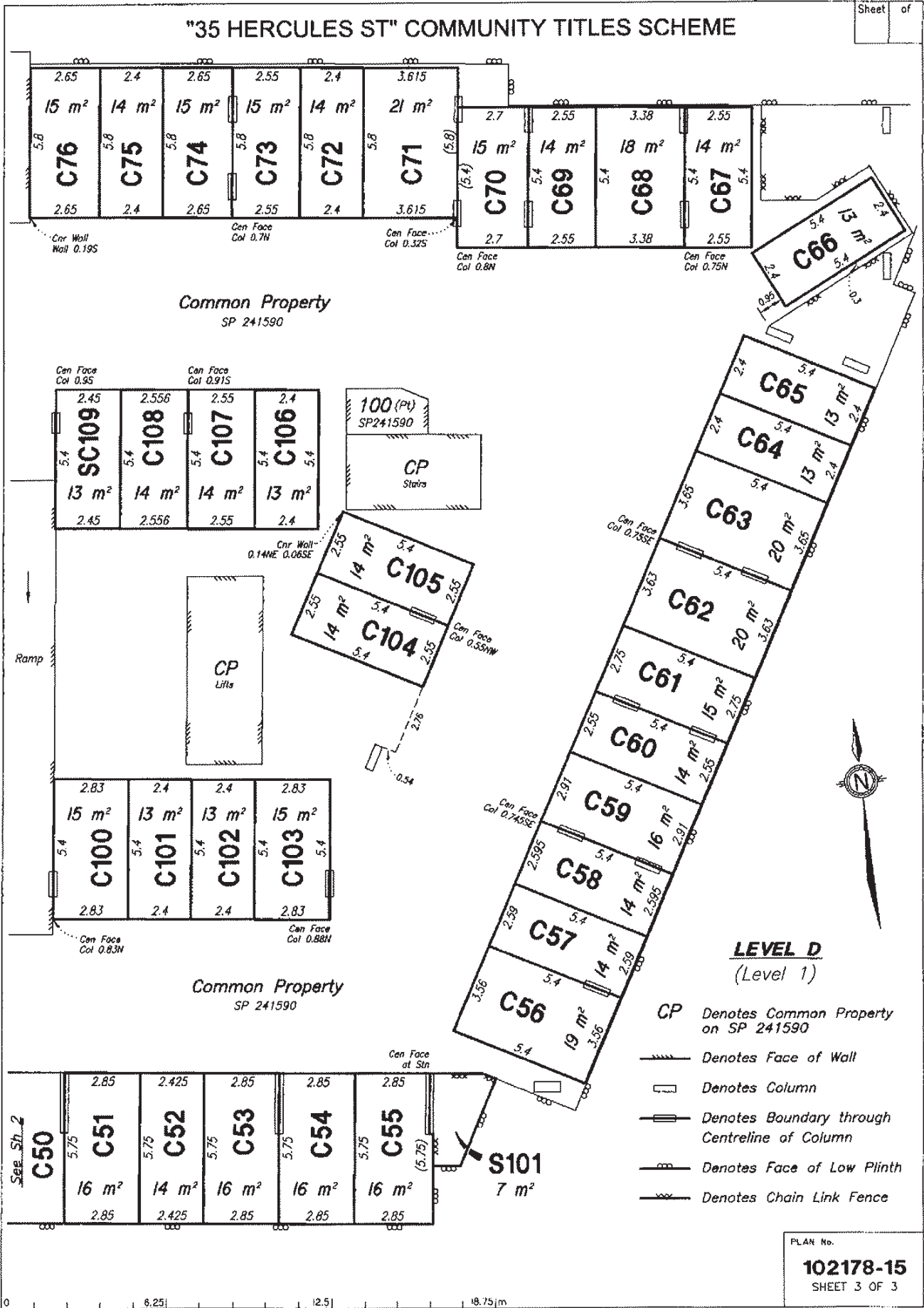




35 HERCULES STREET COMMUNITY TITLES SCHEME 50356

Sheet of

"35 HERCULES ST" COMMUNITY TITLES SCHEME



Common Property  
SP 241590

Common Property  
SP 241590

**LEVEL D**  
(Level 1)

- CP Denotes Common Property on SP 241590
- Denotes Face of Wall
- Denotes Column
- Denotes Boundary through Centreline of Column
- Denotes Face of Low Plinth
- Denotes Chain Link Fence

PLAN No.  
**102178-15**  
SHEET 3 OF 3

0 6.25 12.5 18.75m

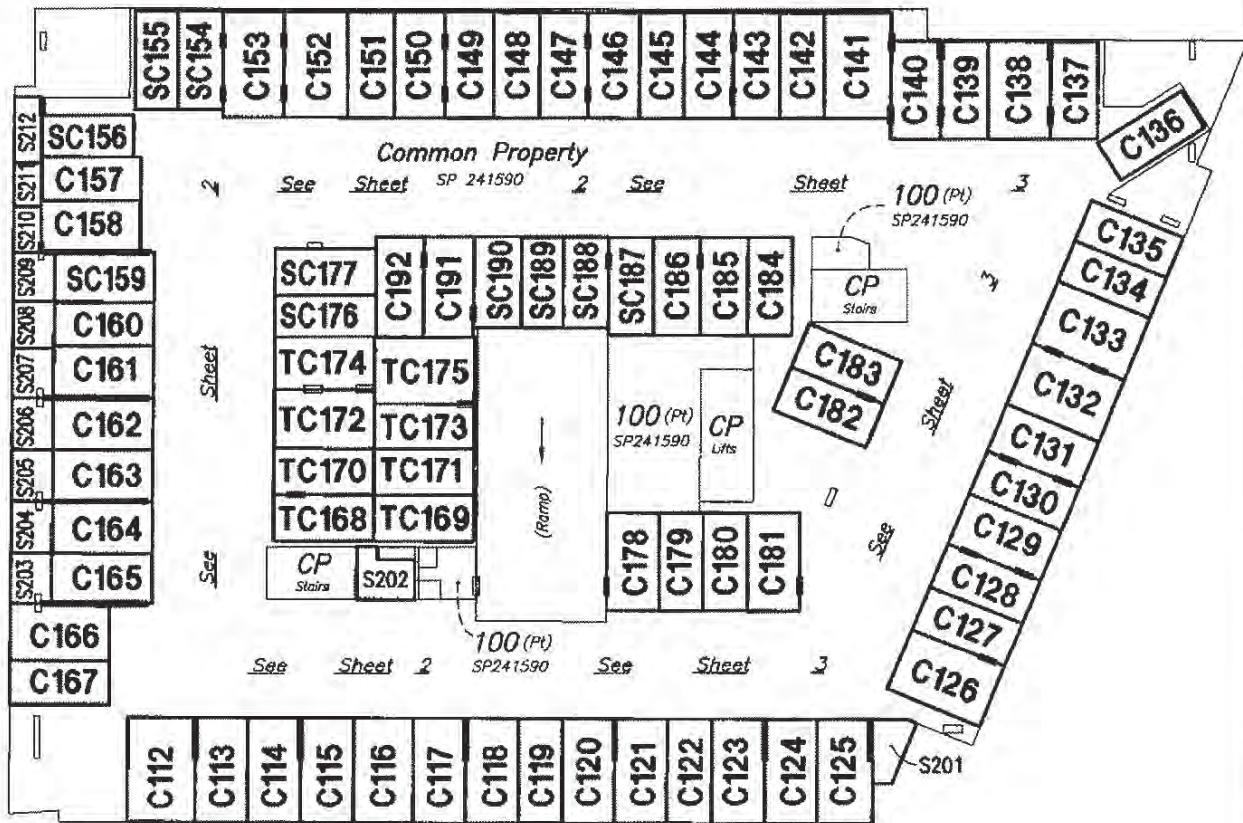
35 HERCULES STREET COMMUNITY TITLES SCHEME 50356

"35 HERCULES ST" COMMUNITY TITLES SCHEME

Sheet of



**LEVEL E**  
(Level 2)



CP Denotes Common Property on SP 241590

We RPS Australia East Pty Ltd (ACN 140292762) Cadastral Surveyor, certify that the details shown on this sketch plan are correct.

*[Signature]*  
..... Authorised Delegate

7/08/17 Date

**SKETCH PLAN FOR EXCLUSIVE USE PURPOSES**  
Over Part of the Common Property  
on Level E of "35 Hercules St"  
CTS

LOCAL GOVERNMENT: **BRISBANE CITY** LOCALITY: **HAMILTON**

MERIDIAN: SP241590 DATE: 28/06/17 DRAWN: GC SURVEYED: NE



RPS Australia East Pty Ltd  
ACN 140 292 762  
ASX 14 510 372 162  
743 Ann Street  
PO Box 1558  
Brisbane QLD 4000  
T +61 7 2237 6600  
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A3

PLAN No

**102178-16**

SHEET 1 OF 3

DWG FILE:102178-XU-L2

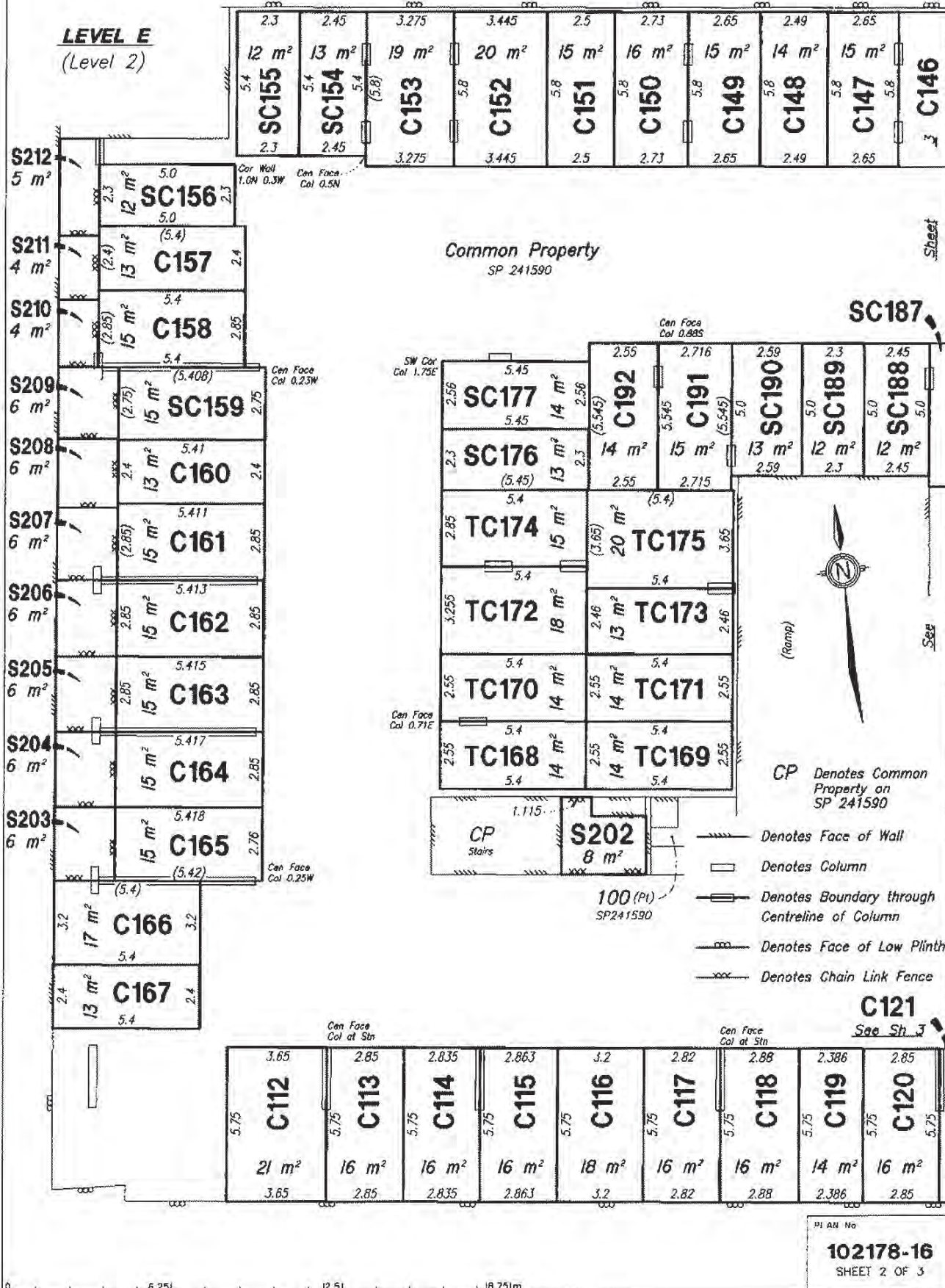
CHECKED BY

35 HERCULES STREET COMMUNITY TITLES SCHEME 50356

"35 HERCULES ST" COMMUNITY TITLES SCHEME

Sheet of

**LEVEL E**  
(Level 2)



- CP Denotes Common Property on SP 241590
- Denotes Face of Wall
- Denotes Column
- Denotes Boundary through Centreline of Column
- Denotes Face of Low Plinth
- Denotes Chain Link Fence

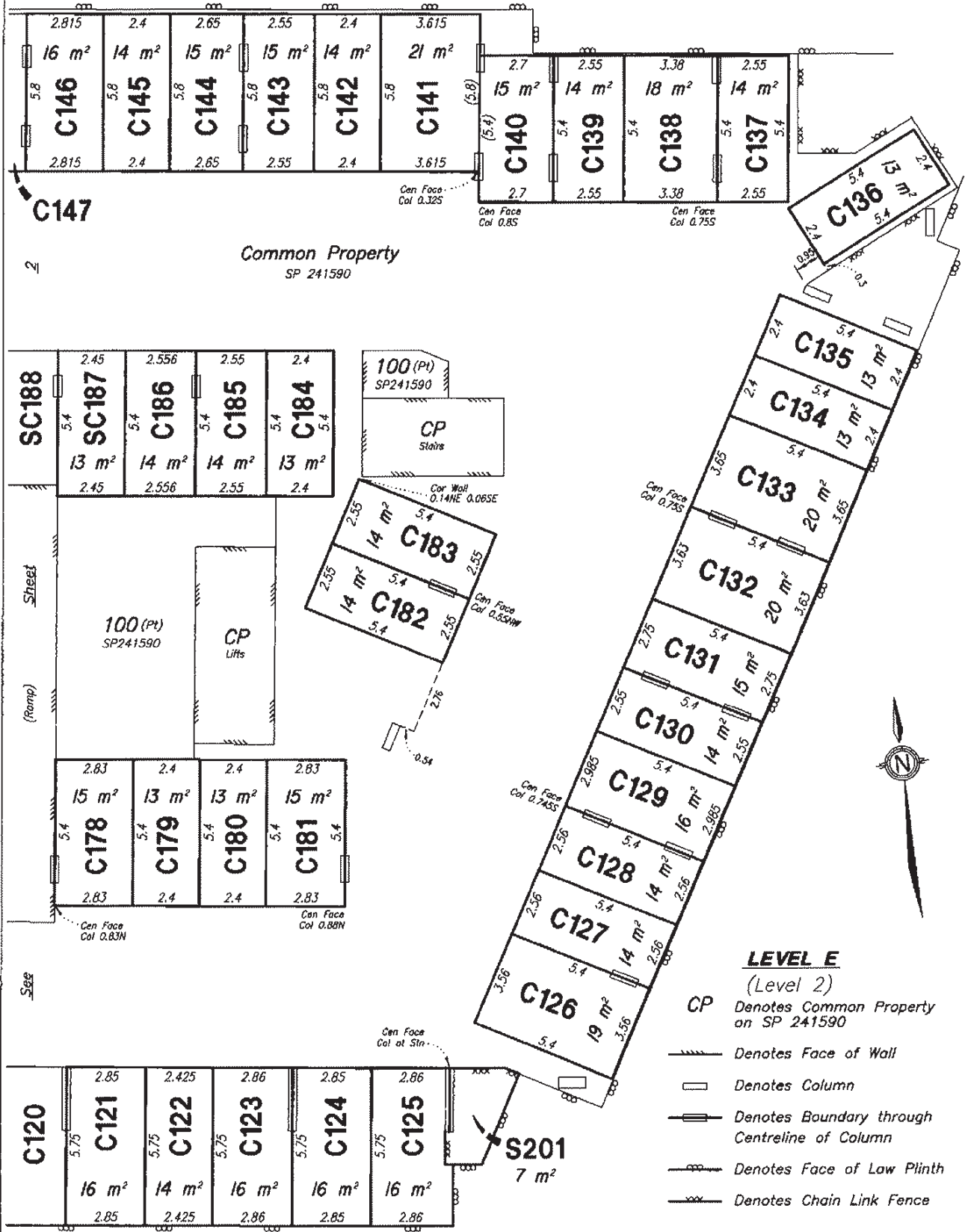


PLAN No  
**102178-16**  
SHEET 2 OF 3

35 HERCULES STREET COMMUNITY TITLES SCHEME 50356

Sheet of

"35 HERCULES ST" COMMUNITY TITLES SCHEME



**LEVEL E**

(Level 2)

- CP Denotes Common Property on SP 241590
- Denotes Face of Wall
- Denotes Column
- Denotes Boundary through Centreline of Column
- Denotes Face of Low Plinth
- Denotes Chain Link Fence

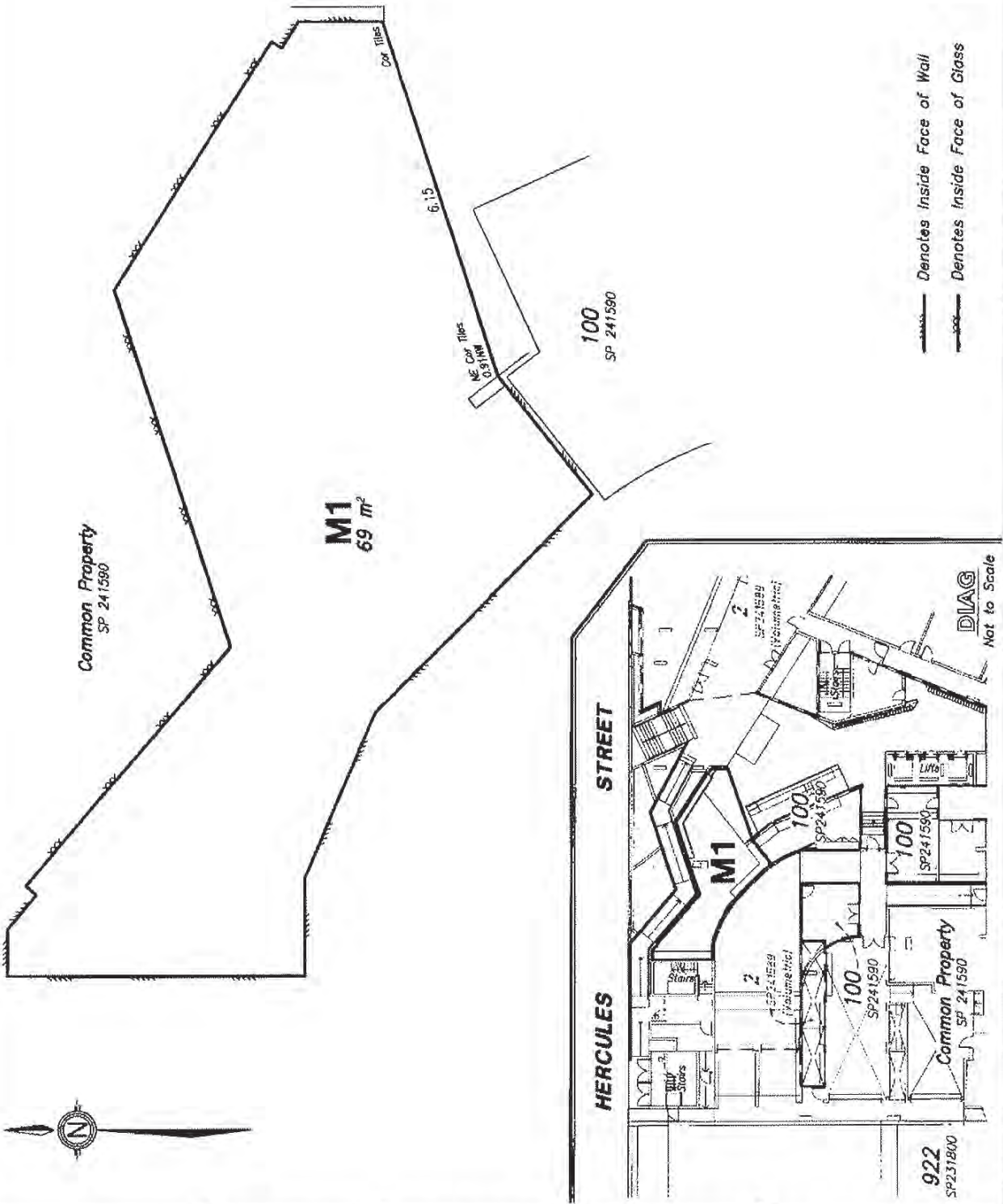
PLAN No.  
**102178-16**  
SHEET 3 OF 3

0 6.25 12.5 18.75m

35 HERCULES STREET COMMUNITY TITLES SCHEME 50356

"35 HERCULES ST" COMMUNITY TITLES SCHEME

Sheet of



We RPS Australia East Pty Ltd (ACN 140292762)  
 Cadastral Surveyor, certify that the details shown  
 on this sketch plan are correct.

*S. H. H.*  
 Authorised Delegate

22/06/2017 Date

**SKETCH PLAN FOR SPECIAL RIGHTS PLAN**  
 Over Part of the Common Property  
 on Level B on  
 "35 Hercules St" CTS

**RPS**  
 RPS Australia East Pty Ltd  
 ACN 140 292 762  
 ABN 64 140 292 762  
 143 Ave 5 Street  
 PO Box 1514  
 Fortitude Valley QLD 4006  
 T: 61 7 5511 8898  
 F: 61 7 5511 8815  
 M: 08 4500 0004

PLAN No.  
**102178-17**  
 SHEET 1 OF 1

A3  
 DWG FILE: 102178-SRP-Q1  
 CHECKED BY: GW

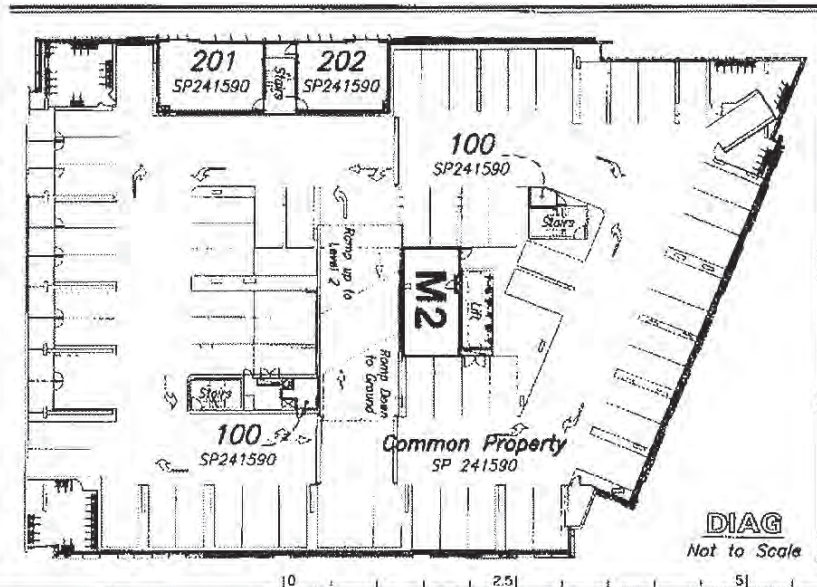
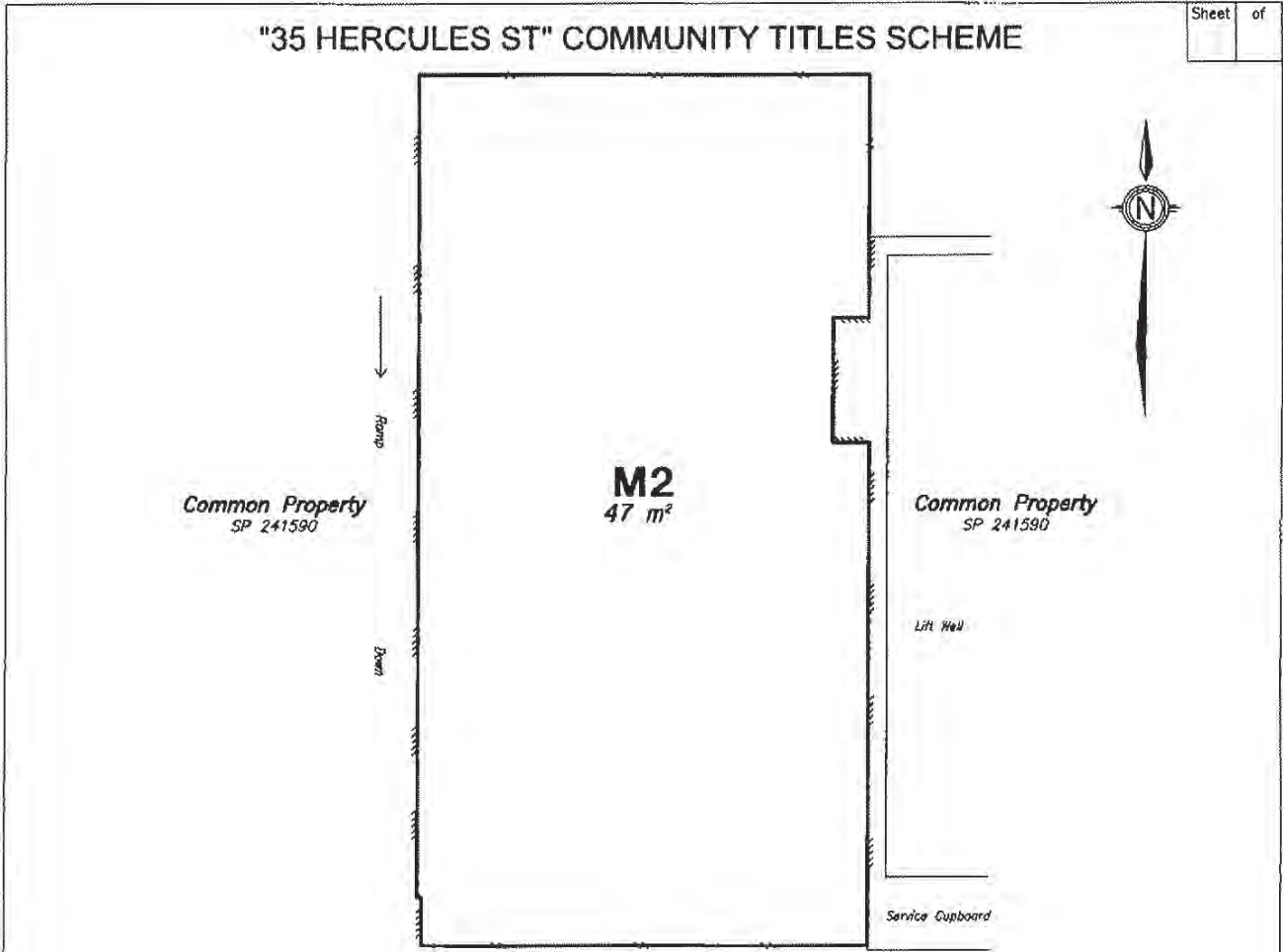
LOCAL GOVERNMENT: **BRISBANE CITY** LOCALITY: **HAMILTON**

MERIDIAN, SP 241590 DATE: 22/06/17 DRAWN: TJE SURVEYED:

35 HERCULES STREET COMMUNITY TITLES SCHEME 50356

"35 HERCULES ST" COMMUNITY TITLES SCHEME

Sheet of



Denotes Inside Face of Wall  
 Denotes centerline of Mesh Fence

DIAG  
 Not to Scale

We RPS Australia East Pty Ltd (ACN 140292762)  
 Cadastral Surveyor, certify that the details shown  
 on this sketch plan are correct.

*[Signature]*  
 Authorized Delegate

4/07/2017 Date

**SKETCH PLAN FOR SPECIAL RIGHTS PLAN**  
**Over Part of the Common Property**  
**on Level D on**  
**"35 Hercules St" CTS**

LOCAL GOVERNMENT: **BRISBANE CITY** LOCALITY: **HAMILTON**

MERIDIAN, SP 241590 DATE: 22/06/17 DRAWN: TJE SURVEYED:

 RPS Australia East Pty Ltd ACN 140 292 762 ABN 44 140 292 762 743 Ann Street PO Box 1550 Fortitude Valley QLD 4006 T: 61 7 3237 8608 F: 61 7 3237 8623 W: rpsgroup.com.au	PLAN No.
	<b>102178-18</b>
DWG FILE: 102178-SP-L1	SHEET 1 OF 1
CHECKED BY: CW	

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

1. Pool safety certificate number

Identification number: PSC0292774

2. Location of the swimming pool

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

Street address:

35 HERCULES ST

HAMILTON QLD

Postcode

4

0

0

7

Lot and plan details:

921/SP/231800

Local government area:

BRISBANE CITY

3. Exemptions, Performance solutions, or Special conditions for the swimming pool (If applicable)

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

No disability exemption applies; No impracticality exemption applies

No performance solution applies

4. Pool properties

Shared pool

Non-shared pool

Number of pools

1

5. Pool safety certificate validity

Effective date:

2 8 / 0 4 / 2 0 2 6

Expiry date:

2 8 / 0 4 / 2 0 2 7

6. Certification

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

Name:

CHRISTOPHER JOHN APPLETON

Pool safety inspector licence number:

PS101661

Signature:

Chris Appleton

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

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

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

Privacy statement

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

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

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



## CERTIFICATE OF COMPLETION

Date Generated: 01/06/2026 11:21:24 AM (AEST)

### Document Details

**Subject:** SignAnything - 505/35 Hercules Street, Hamilton, QLD, 4007

**Document Pages:** 101

**Certificate Pages:** 1

**Status:** Signed

**Exchanged by:** Not Applicable

**Exchange Date:** Not Applicable

**No. of Signatures:** 2

### Signature Logs

**Signer:** Claire Turner

**Email Address:** claire.turner@outlook.com.au

**Status:** Signed

**IP Address:** 1.146.32.253

**Supervised By:**

**Email Sent Date:** 01/06/2026 10:38:49 AM (AEST)

**Signed Date:** 01/06/2026 11:21:21 AM (AEST)

**Signature:**

---

**Signer:** Garry Turner

**Email Address:** garry.turner1@outlook.com

**Status:** Signed

**IP Address:** 1.132.30.50

**Supervised By:**

**Email Sent Date:** 01/06/2026 10:38:49 AM (AEST)

**Signed Date:** 01/06/2026 10:43:33 AM (AEST)

**Signature:**

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**Signer:**

**Email Address:**

**Status:**

**IP Address:**

**Supervised By:**

**Email Sent Date:**

**Signed Date:**

**Signature:**