

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 **KIM AMANDA EXMANN**

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

4/42 ARTHUR STREET, EAST TOOWOOMBA QLD 4350

Lot on plan description

4/SP239932

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**

Registered encumbrances	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. You should seek legal advice about your rights and obligations before signing the contract.						
Unregistered encumbrances (excluding statutory encumbrances)	There are encumbrances not registered on the title that will continue to affect the property after settlement. ☒ Yes ☐ No Note—If the property is part of a community titles scheme or a BUGTA scheme it may be subject to and have the benefit of statutory easements that are NOT required to be disclosed. Unregistered lease (if applicable) If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows: <table border="1" data-bbox="973 510 1484 694"> <tr> <td>» the start and end day of the term of the lease:</td> <td>20/04/2026 - 26/04/2027</td> </tr> <tr> <td>» the amount of rent and bond payable:</td> <td>\$500 RENT per week - \$2,000 BOND</td> </tr> <tr> <td>» whether the lease has an option to renew:</td> <td>NIL</td> </tr> </table> Other unregistered agreement in writing (if applicable) 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. ☐ Yes Unregistered oral agreement (if applicable) If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows:	» the start and end day of the term of the lease:	20/04/2026 - 26/04/2027	» the amount of rent and bond payable:	\$500 RENT per week - \$2,000 BOND	» whether the lease has an option to renew:	NIL
» the start and end day of the term of the lease:	20/04/2026 - 26/04/2027						
» the amount of rent and bond payable:	\$500 RENT per week - \$2,000 BOND						
» whether the lease has an option to renew:	NIL						
Statutory encumbrances	There are statutory encumbrances that affect the property. ☒ Yes ☐ No <i>If Yes, the details of any statutory encumbrances are as follows:</i> As per Annexed Before You Dig Search						
Residential tenancy or rooming accommodation agreement	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. ☒ Yes ☐ No If Yes, when was the rent for the premises or each of the residents' rooms last increased? (<i>Insert date of the most recent rent increase for the premises or rooms</i>) 2 March 2026 Note—Under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> the rent for a residential premises may not be increased earlier than 12 months after the last rent increase for the premises. 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.						

Part 3 – Land use, planning and environment

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

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

Part 4 – Buildings and structures

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

Swimming pool	There is a relevant pool for the property. If a community titles scheme or a BUGTA scheme – a shared pool is located in the scheme. Pool compliance certificate is given. OR Notice of no pool safety certificate is given.	☐ Yes ☒ No ☐ Yes ☐ No ☐ Yes ☐ No ☐ Yes ☐ No
Unlicensed building work under owner builder permit	Building work was carried out on the property under an owner builder permit in the last 6 years. <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>	☐ Yes ☒ No
Notices and orders	There is an unsatisfied show cause notice or enforcement notice under the <i>Building Act 1975</i>, section 246AG, 247 or 248 or under the <i>Planning Act 2016</i>, section 167 or 168. The seller has been given a notice or order, that remains in effect, from a local, State or Commonwealth government, a court or tribunal, or other competent authority, requiring work to be done or money to be spent in relation to the property. <i>If Yes, a copy of the notice or order must be given by the seller.</i>	☐ Yes ☒ No ☐ Yes ☒ No
Building Energy Efficiency Certificate	If the property is a commercial office building of more than 1,000m², a Building Energy Efficiency Certificate is available on the Building Energy Efficiency Register.	
Asbestos	The seller does not warrant whether asbestos is present within buildings or improvements on the property. Buildings or improvements built before 1990 may contain asbestos. Asbestos containing materials (ACM) may have been used up until the early 2000s. Asbestos or ACM may become dangerous when damaged, disturbed, or deteriorating. Information about asbestos is available at the Queensland Government Asbestos Website (asbestos.qld.gov.au) including common locations of asbestos and other practical guidance for homeowners.	

Part 5 – Rates and services

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

Rates	Whichever of the following applies—
	The total amount payable* for all rates and charges (without any discount) for the property as stated in the most recent rate notice is:
	Amount: \$1341.01 Date Range: 01/01/2026 - 30/06/2026
	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: \$397.27 Date Range: 01/01/2026 - 30/06/2026
	OR
	There is no separate water services notice issued for the lot; however, an estimate of the total amount payable for water services is:
	Amount: Date Range:

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

Part 6 – Community titles schemes and BUGTA schemes

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

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

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

Body Corporate and Community Management Act 1997	The property is included in a community titles scheme. ☒ Yes ☐ No (If Yes, complete the information below)
Community Management Statement	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. ☒ Yes Note—If the property is part of a community titles scheme, the community management statement for the scheme contains important information about the rights and obligations of owners of lots in the scheme including matters such as lot entitlements, by-laws and exclusive use areas.
Body Corporate Certificate	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. ☒ Yes ☐ No If No— An explanatory statement is given to the buyer that states: ☐ Yes » a copy of a body corporate certificate for the lot is not attached; and » the reasons under section 6 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot.
Statutory Warranties	Statutory Warranties—If you enter into a contract, you will have implied warranties under the <i>Body Corporate and Community Management Act 1997</i> relating to matters such as latent or patent defects in common property or body corporate assets; any actual, expected or contingent financial liabilities that are not part of the normal operating costs; and any circumstances in relation to the affairs of the body corporate that will materially prejudice you as owner of the property. There will be further disclosure about warranties in the contract.

Building Units and Group Titles Act 1980	The property is included in a BUGTA scheme ☐ Yes ☒ No (If Yes, complete the information below)
Body Corporate Certificate	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. ☐ Yes ☐ No If No— An explanatory statement is given to the buyer that states: ☐ Yes » 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. Note—If the property is part of a BUGTA scheme, you will be subject to by-laws approved by the body corporate and other by-laws that regulate your use of the property and common property.

Signatures – SELLER



Signature of seller

Signature of seller

KIM AMANDA EXMANN

Name of Seller

Name of Seller

10/06/2026

Date

Date

Signatures – BUYER

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

Signature of buyer

Signature of buyer

Name of buyer

Name of buyer

Date

Date

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Title Reference:	50854744	Search Date:	05/06/2026 16:56
Date Title Created:	16/08/2011	Request No:	56416508
Previous Title:	11696196		

ESTATE AND LAND

Estate in Fee Simple

LOT 4 SURVEY PLAN 239932

Local Government: TOOWOOMBA

COMMUNITY MANAGEMENT STATEMENT 42773

REGISTERED OWNER

Dealing No: 724461472 03/11/2025

KIM AMANDA EXMANN

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10372093 (ALLOT 19 SEC 59)
2. MORTGAGE No 724473126 07/11/2025 at 13:37
CREDIT UNION AUSTRALIA LTD A.C.N. 087 650 959

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

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

SURVEY PLAN

Sheet 1 of 2

PERMANENT MARKS

PM	ORIGIN	BEARING	DIST	NO
1-OPM	RP189447	247°08'35"	0.7	1271
5-OPM	RP163890	119°47'	0.024	13212
8-OPM	IS142132	84°55'	4.376	116257
11-OPM	RP163890	225°0'	0.853	114

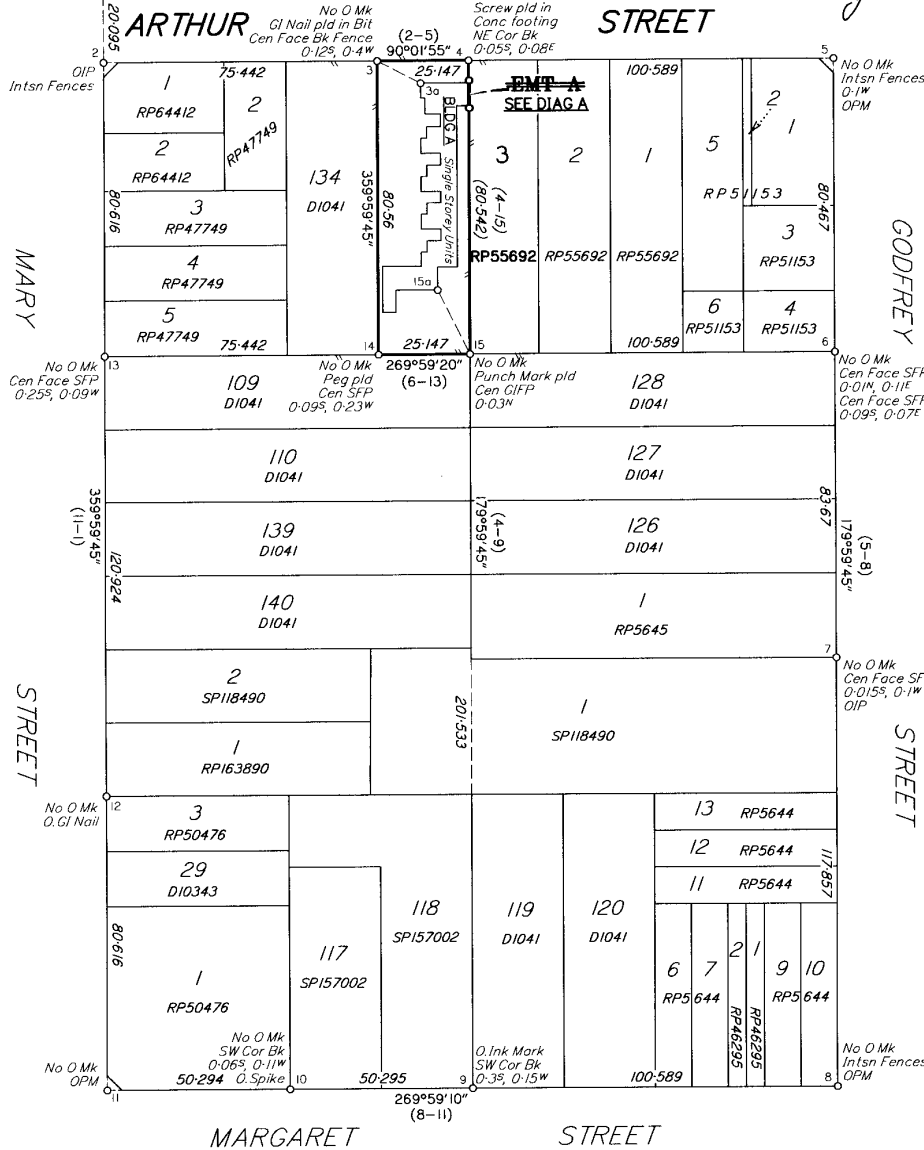
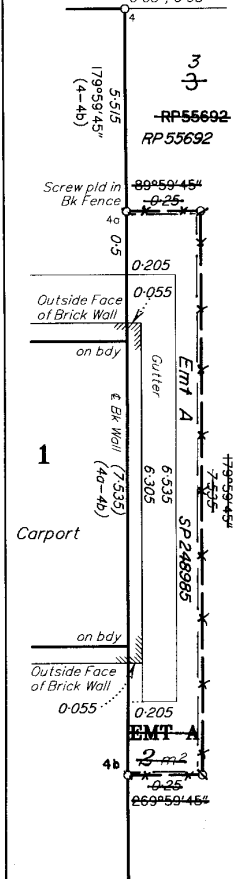
REFERENCE MARKS

STN	TO	ORIGIN	BEARING	DIST
2	OIP	RP163890	at	stn
2	Screw in Bit		309°17'	2.46
3	Screw in Bit		294°42'	4.351
4	Screw in Bit		9°32'	1.344
6	Screw in Conc		88°04'	4.605
7	OIP	IS140358	49°15'	3.238
9	Screw in Bit		194°35'	2.553
10	O Spike	SP157002	179°13'	0.892
11	Screw in Bit		194°10'	4.841
12	O GI Nail in Bit	SP157002	263°10'	1.955
13	Screw in Bit		247°41'	2.534

Base Parcel Area ... 2026 m²

CONNECTIONS TO BUILDING

LINE	BEARING	DISTANCE
3-3a	117°24'	13.414
15-15a	333°436'	19.69

Amendments by BYRNE SURVEYORS PTY LTD
(ACN 132444850)Director *Robert Byrne* 2-8-2011DIAGRAM A
Not to ScaleARTHUR STREET
No O Mk
Screw pld in
Conc footing
NE Cor Bk
0.053, 0.086

Scale 1:1250 - Lengths are in Metres.

10 0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 180 190 State copyright reserved.

BYRNE SURVEYORS PTY LTD (ACN 132 444 850) hereby certify that the land comprised in this plan was surveyed by the corporation, by Daniel Kenneth MAHER, Surveying Associate, for whose work the corporation accepts responsibility, under the supervision of Peter Thomas EATON, 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 07/03/2011.

Robert Byrne
Robert Byrne
Director

Peter Thomas Eaton
Peter Thomas Eaton
Director

Date 29-3-11

Plan of Lots 1-6 &
Common Property

Cancelling Lot 133 on D1041

and Emt A in Lot 3 on RP55692

PARISH: DRAYTON

COUNTY: Aubigny

Meridian: RP163890

F/N's: No

Scale: 1:1250

Format: BUILDING



SP239932

Plan Status:

WITHDRAWN & RE-ENTERED - 15/8/11

~~713973170~~

714008567

\$739.30

\$739.30

12/08/2011 13:58

TA 400 NT

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

Registered

Lodged by

Murdoch Lawyers

714964

PO Box 963

Toowoomba QLD 4350

PH: 07 4616 9575

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

1. Certificate of Registered Owners or Lessees.

I/We ACORA PTY LTD
A.C.N. 079 041 704

~~TERRY DOUGLAS BURNES~~

(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

A.J. Jenner, Sole Director
ACORA PTY LTD
ACN 079 041 704

* Rule out whichever is inapplicable

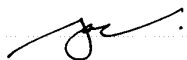
2. Local Government Approval.

* Toowoomba Regional Council

hereby approves this plan in accordance with the:

% SUSTAINABLE PLANNING ACT 2009

Dated this 14th day of July 2011



Authorised Signatory

#

* Insert the name of the Local Government. % Insert Integrated Planning Act 1997 or

Insert designation of signatory or delegation Local Government (Planning & Environment) Act 1990

3. Plans with Community Management Statement:

CMS Number: 42773

Name: "TIPPENDALE COURT"

4. References:

Dept File:

Local Govt: 567/2011/2495

Surveyor: 11/31

6. Existing

Created

Title Reference	Lot	Plan	Lots	Emts	Road
11696196 12262130	133 3	D1041 RP55692	1-6 & Common Property	★	

MORTGAGE ALLOCATIONS

Mortgage	Lots Fully Encumbered	Lots Partially Encumbered
713695352	1-6	

BENEFIT EASEMENT ALLOCATION

Easement	Lots Fully Benefited	Lots Partially Benefited
To Issue	Common Property	

Encroachment notice issued to the owners of Lot 3 on RP55692 and
Lot 133 on D1041 on the 29 March 2011, in accordance with s19 of the
Survey and Mapping Infrastructure Regulation 2004.

No development approval necessary

All lots defined on this plan are wholly
contained within the base parcel.

Allot 19 Sec 59 1-6 & Common
Property

Orig Lots

7. Portion Allocation:

8. Map Reference:
9242-11132

9. Locality:
EAST TOOWOOMBA

10. Local Government:
TOOWOOMBA REGIONAL

11. Passed & Endorsed:

By: R.A. BYRNE

Date: 29-3-11

Signed: R.A. Byrne

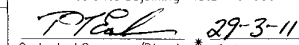
Designation: Cadastral Surveyor

12. Building Format Plans only.

I certify that:

* As far as it is practical to determine, no part
of the building shown on this plan encroaches
onto adjoining lots or road;

* Part of the building shown on this plan
encroaches onto adjoining * lots and road

 29-3-11
Cadastral Surveyor/Director * Date
* delete words not required

13. Lodgement Fees:

Survey Deposit \$

Lodgement \$

New Titles \$

Photocopy \$

Postage \$

TOTAL \$

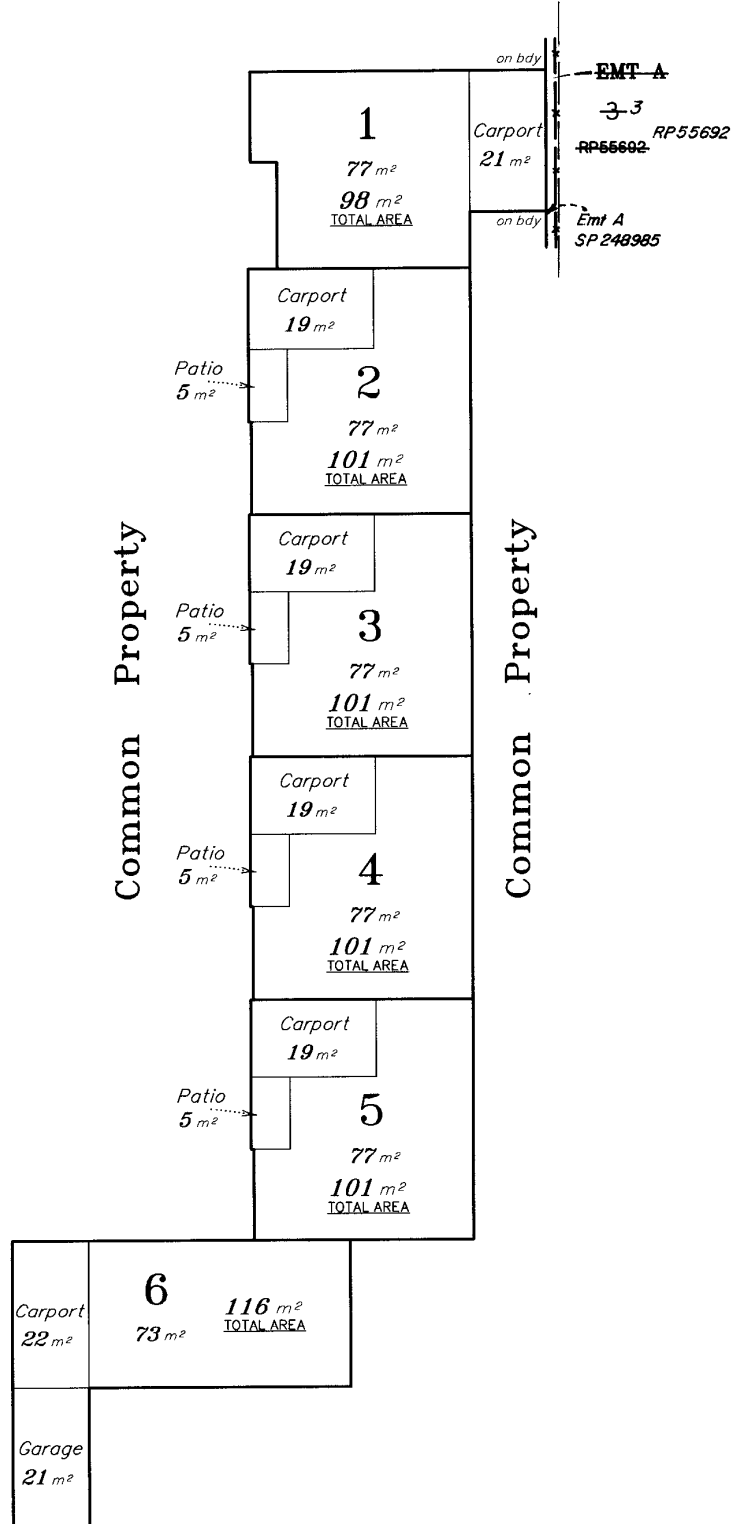
14. Insert
Plan
Number

SP239932

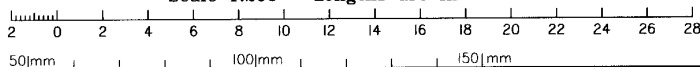


BLDG A

Level A



Scale 1:200 - Lengths are in Metres.



State copyright reserved.

Insert
Plan
Number

SP239932

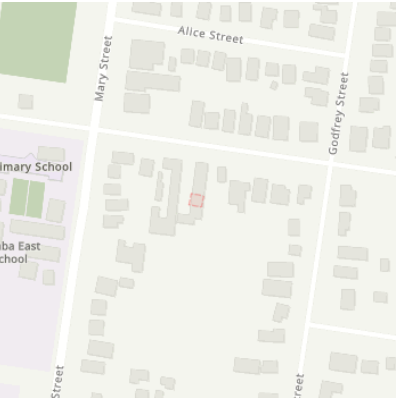
Contact Details

Contact	Contact number	Company	Enquirer ID
Chelsea McDonald	0499 418 278	Enterprise Legal	3732520
Email	Address		
chelsea@enterpriselegal.com.au	11 Annand Street Toowoomba City QLD 4350		

Job Site and Enquiry Details

WARNING: The map below only displays the location of the proposed job site and does not display any asset owners' pipe or cables. The area highlighted has been used only to identify the participating asset owners, who will send information to you directly.

Enquiry date	Start date	End date	On behalf of	Job purpose	Locations	Onsite activities
10/06/2026	10/06/2026	10/06/2027	Other Conveyancing	Design	Both Road, Nature Strip, Footpath	Conveyancing



Check that the location of the job site is correct. If not, you must submit a new enquiry.

If the scope of works change or plan validity dates expire, you must submit a new enquiry.

Do NOT dig without plans. Safe excavation is your responsibility. If you don't understand the plans or how to proceed safely, please contact the relevant asset owners.

User Reference	Address	Notes/description
40 Arthur Street	40 Arthur Street East Toowoomba QLD 4350	-

Your Responsibility and Duty of Care

- Lodging an enquiry does not authorise project commencement.** Before starting work, you must obtain all necessary information from all affected asset owners.
- If you don't receive plans within 2 business days, contact the asset owner & quote their sequence number.
- Always follow the 5Ps of Safe Excavation (page 2), and locate assets before commencing work.
- Ensure you comply with State legislative requirements for Duty of Care and safe digging.
- If you damage an underground asset, you MUST advise the asset owner immediately.
- By using the BYDA service, you agree to the [Privacy Policy](#) and [Term of Use](#).
- For more information on safe digging practices, visit www.byda.com.au

Asset Owner Details

Below is a list of asset owners with underground infrastructure in and around your job site. It is your responsibility to identify the presence of these assets. Plans issued by Members are indicative only unless specified otherwise. Note: not all asset owners are registered with BYDA. You must contact asset owners not listed here directly.

Referral ID (Seq. no)	Authority Name	Phone	Status
274273660	APA Group Gas Networks (90073)	1800 085 628	NOTIFIED
274273659	Ergon QLD	13 10 46	NOTIFIED
274273658	NBN Co Qld	1800 687 626	NOTIFIED
274273661	Telstra QLD Regional	1800 653 935	NOTIFIED
274273657	Toowoomba Regional Council	13 18 72	NOTIFIED

END OF UTILITIES LIST

Site 40 Arthur Street
Address: East Toowoomba
QLD 4350

Sequence 274273660
Number:



Scale 1: 6000

Map Sources: Esri, Garmin, HERE, FAO, NOAA, USGS,
© OpenStreetMap contributors, and the GIS User Community



Enquiry Area

Map Key Area



Sequence Number: 274273660



Map Sources: Esri, Garmin, HERE, FAO, NOAA, USGS,
© OpenStreetMap contributors, and the GIS User Community



Map Key Area



Legend

PIPE LEGEND: GAS TYPE AND PRESSURE

	Low pressure	Medium pressure	High pressure	Transmission
Natural gas				
Natural gas – proposed				
LPG (yellow dash)	not applicable			not applicable
Hydrogen blended (aqua dash)	not applicable			not applicable

PIPE LEGEND: SPECIAL DESIGNATION

	Low pressure	Medium pressure	High pressure	Transmission
Critical main (yellow highlight)				
Casing (grey highlight)				not applicable

These designations typically apply to any pipe type and pressure

PIPE LEGEND: OTHER STATUS

Abandoned pipe	
Idle or inactive pipe	

ABBREVIATION

BoK	Back of kerb	FoK	Front of kerb
C	Depth of cover	NTI	Not tied in
CP	Cathodic protection		

OBJECT SYMBOLS

Valve		CP test station		Syphon	
Buried valve		CP anode		Marker	
Regulator station		CP bond wire		Part service ^A	
Gas connected property		CP rectifier terminal			

^AA live gas service terminated underground within the property boundary, available for future extension to the gas meter.

PIPE CODE AND MATERIAL

P*	Polyethylene (PE)	CU	Copper
P3	Polyvinyl chloride (PVC)	N2	Nylon
S*	Steel	W2	Wrought galv iron
C*	Cast iron	W3	PE coat wrought galv iron

INTERPRETATION EXAMPLE

	High pressure, 40 mm polyethylene in an 80 mm cast iron casing
	Medium pressure, 63 mm steel

Pipe diameter in millimetres is shown before pipe code.
40P6 = 40 mm nominal diameter

This map was created in colour and should be printed in colour



BYDA

Sequence: 274273659
Date: 10/06/2026

Scale: 1:500
Tile No: **OVERVIEW**

LEGEND

- Substation
- Cable Marker
- Pit
- Pole
- Pillar
- LV Cable (up to 1kV)
- HV Cable (1kV - <33kV)
- HV Cable (33kV and over)
- Pit Boundary
- Planned Work Area

AS5488 Category "D" Plan



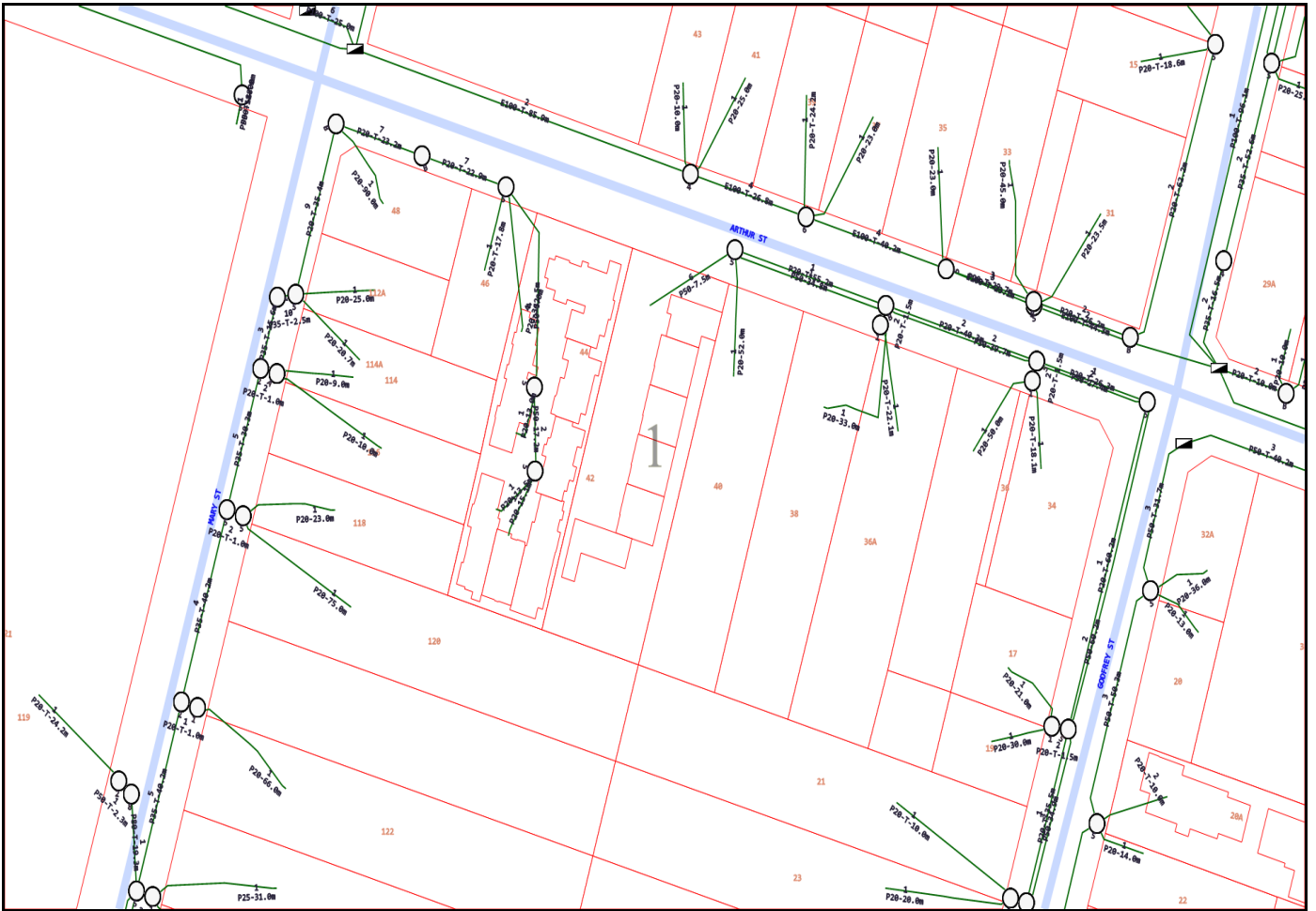
DISCLAIMER: While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither Ergon Energy Network nor Pelican Corp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in it or the completeness or accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.



LEGEND



	Parcel and the location
	Pit with size "5"
	Power Pit with size "2E". Valid PIT Size: e.g. 2E, 5E, 6E, 8E, 9E, E, null.
	Manhole
	Pillar
	Cable count of trench is 2. One "Other size" PVC conduit (PO) owned by Telstra (-T-), between pits of sizes, "5" and "9" are 25.0m apart. One 40mm PVC conduit (P40) owned by NBN, between pits of sizes, "5" and "9" are 20.0m apart.
	2 Direct buried cables between pits of sizes, "5" and "9" are 10.0m apart.
	Trench containing any INSERVICE/CONSTRUCTED (Copper/RF/Fibre) cables.
	Trench containing only DESIGNED/PLANNED (Copper/RF/Fibre/Power) cables.
	Trench containing any INSERVICE/CONSTRUCTED (Power) cables.
	Road and the street name "Broadway ST"
Scale	0 20 40 60 Meters 1:2000 1 cm equals 20 m



Emergency Contacts

You must immediately report any damage to the **nbn™** network that you are/become aware of. Notification may be by telephone - 1800 626 329.



Legend

- BYDA Enquiry Area
- Abandoned Water Pipe
- Water Hydrant
- Reticulation Main
- Trunk Main
- Water Service
- Stormwater Pipe
- Sewer Gravity Main
- Sewer Manhole
- Sewer Service
- Street Tree

Whilst all due care has been taken in the preparation of this plan / information, the accuracy of the provided information cannot be guaranteed.

All information MUST be verified on site. Please refer any discrepancies to Toowoomba Regional Council by phoning 131 872.

No part of this plan is to be reproduced without Toowoomba Regional Council permission.

Refer to the attached Disclaimer for more information.



End of document

i This document may exclude some files (eg. DWF or ZIP files)

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Your Toowoomba STRATA Contact:
Coral Tranter
07 4639 1955

FORM 33 - BODY CORPORATE CERTIFICATE COVER SHEET

Please find attached the following:-

- Form 33 - Body Corporate Certificate
- Register of Assests
- Register of Authorisation Affecting the Lots
- Register of Leases and Licences
- By-Laws
- Community Management Statement
- Building Management Statement (if applicable)
- Sinking Fund Forecast (most recent if held)
- Financial Statements (most recent)
- Certificate of Currency for Insurance (If applicable)
- Other Required Certificates (if applicable)



Toowoomba
STRATA

Toowoomba Strata Pty Ltd
ABN 73 010 319 892

1/200 Hume Street
PO Box 2244
TOOWOOMBA QLD 4350

T 07 4639 1955

E email@toowoombastrata.com.au
W www.toowoombastrata.com.au

Details of the Subject Lot

Lot Number	4
Unit Number	4
Scheme Name	TIPPENDALE COURT CTS 42773
Building Address	42 ARTHUR STREET, EAST TOOWOOMBA
Certificate Date	08/06/2026

Seller Details

Owner	Kim Amanda Exmann	Office Must match request
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Warning - Levies!

The attached statement only includes amounts owing up to 08/06/2026. New levy amounts can easily be added after 08/06/2026, for example:-

- Standard levies if a new levy period has occurred since 08/06/2026
- Special levies if the levies are only approved after 08/06/2026
- Debt Collection levies can only be issued once the costs are known and this might only happen after 08/06/2026
- Interest and penalties levies issued after 08/06/2026

Prior to settlement (eg the morning of settlement) we recommend you obtain a new certificate or as a minimum telephone the office to check the balance owing.

Finally, even checking on the morning of settlement will not discover levies that might issue immediately after settlement. For example, if an EGM is due to be held the day after settlement and that meeting includes the issuing of a special levy. Prior to settlement a proper and thorough search of the body corporate records should be conducted.

This Statement does not have an indefinite life as circumstances change (eg levies change, insurances change etc). Accordingly, if you have any doubts you should check the currency of the document prior to issuing to a prospective purchaser. Additional fees will apply if a new document needs to be produced (regardless if no changes do actually happen).

Warning!

New Owners become jointly and severally liable for all amounts owing.

166 Payment and recovery of body corporate debts

(3) A liability to pay a body corporate debt in relation to a lot is enforceable jointly and severally against each of the following persons-

(a) a person who was the owner of the lot when the debt became payable;

(b) a person, including a mortgagee in possession, who becomes an owner of the lot before the debt is paid.

FORM 33 - BODY CORPORATE CERTIFICATE

NEED MORE INFORMATION!

Toowoomba STRATA's role

It is **not** the role of Toowoomba Strata staff to provide advice about this Form 33. If you do have questions you need to direct those questions to your legal advisor. Please do **not** be offended if we kindly ask you to chat through your questions with your legal advisor. It is always best to telephone your legal adviser, it is their job to protect your interests that is why you pay them!

Free Search Items

Do you need more information for free, for example:

- Architectural plans (if held)
- Easement documentation (if any)
- Engineering plans (if held)
- Financial Statements (more than just one year)
- Minutes of General Meetings (from establishment)
- Minutes of Committee Meetings (from establishment)
- Survey plans (which helps determine maintenance responsibility)
- etc

All of these items are freely available at <https://www.toowoombastrata.com.au/bodies-corporate-library>

Paid Search Items (currently \$77 to receive all records electronically)

Would you like to read even more, including all correspondence, email etc - you should conduct a search of the body corporate records at <https://www.toowoombastrata.com.au/shop>. This means you receive every document Toowoomba Strata holds in relation to the body corporate.

Understanding the law

The Act <https://www.legislation.qld.gov.au/view/html/inforce/current/act-1997-028>

Accommodation Module <https://www.legislation.qld.gov.au/view/html/inforce/current/sl-2020-0229>

Commercial Module <https://www.legislation.qld.gov.au/view/html/inforce/current/sl-2020-0230>

Small Schemes Module <https://www.legislation.qld.gov.au/view/html/asmade/sl-2020-0231>

Specified Two-Lot Module <https://www.legislation.qld.gov.au/view/html/inforce/current/sl-2011-0305>

Standard Module <https://www.legislation.qld.gov.au/view/html/inforce/current/sl-2020-0233>

Government Buying Information

www.qld.gov.au/buyingbodycorporate

Building Condition Reports

Consider if a building condition report should be undertaken. This will help identify:

- Current maintenance items that require attention
- Future maintenance items that will require future attention
- Analysis of the current sinking fund balance and current sinking fund levies against the future maintenance requirements (most providers do **NOT** undertake this analysis ... but they should!)

Note: While the lot you are purchasing maybe in perfect condition, it is important to remember that you are part of an entire building. For example, the lot at the other end of the complex may require underpinning, the sinking fund is inadequate, you maybe forced to pay a special levy to fund the underpinning repair works.

BODY CORPORATE CERTIFICATE

The information in this certificate is issued on **08/06/2026**.

Name of Scheme	TIPPENDALE COURT CTS 42773	Lot	4
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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.

For the sale of a lot included in a community titles scheme under the *Body Corporate and Community Management Act 1997*. 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;
- the lawful use of lots, including whether a lot can be used for short-term letting; or
- *for schemes under specified two-lot schemes module*, body corporate decisions made by lot owner agreements (other than lot owner agreements about agreed body corporate expenses).

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

The community management statement

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

The Office of the Commissioner for Body Corporate and Community Management

The Office of the Commissioner for Body Corporate and Community Management provides an information and education service and a dispute resolution service for those who live, invest or work in community titles schemes. Visit www.qld.gov.au/bodycorporate. You can ask for a search of adjudicators orders to find out if there are any past or current dispute applications lodged for the community titles scheme for the lot you are considering buying www.qld.gov.au/searchofadjudicatorsorders.

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.

For schemes under specified two-lot schemes module, a body corporate under the Body Corporate and Community Management (Specified Two-lot Schemes Module) Regulation 2011 consists of the owners of the two lots in the scheme. The two lot owners make body corporate decisions by agreement (called 'lot owner agreements').

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 community titles scheme	TIPPENDALE COURT CTS 42773
Address of community titles scheme	42 ARTHUR STREET, EAST TOOWOOMBA QLD 4350
Body corporate manager	Bodies corporate often engage a body corporate manager to handle administrative functions. The body corporate manager for the scheme: Toowoomba STRATA ABN: 73010319892 PO Box 2244 TOOWOOMBA QLD 4350 Ph: 0746391955 email@toowoombastrata.com.au
Accessing records	Who is responsible for keeping the body corporate's records? - The body corporate manager named above.

Property and community titles scheme details

Lot number	4
Plan number	SP 239932
Plan of subdivision	Building Format Plan The plan of subdivision applying to a lot determines maintenance and insurance responsibilities.
Regulation module	Standard 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.
Layered arrangements of community titles schemes	A layered arrangement is a grouping of community titles schemes, made up of a principal scheme and one or more subsidiary schemes. Find more information at www.qld.gov.au/buyingbodycorporate. Is the scheme part of a layered arrangement of community titles schemes? - No If yes, you should investigate the layered arrangement to obtain further details about your rights and obligations. The name and number of each community titles scheme part of the layered arrangement should be listed in the community management statement for the scheme given to you by the seller.
Building management statement	A building management statement is a document, which can be put in place in certain buildings, that sets out how property and shared facilities are accessed, maintained and paid for by lots in the building. It is an agreement between lot owners in the building that usually provides for supply of utility services, access, support and shelter, and insurance arrangements. A lot can be constituted by a community titles scheme's land. Does a building management statement apply to the community titles scheme? - No If yes, you can obtain a copy of the statement from Titles Queensland at www.titlessql.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 by-laws are listed in the community management statement, or a consolidated set of by-laws is given with this certificate.
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? - Refer By-Laws and/or the Community Management Statement (CMS) If yes, the exclusive use by-laws or other allocations of common property for the schemes are listed in the community management statement and/or given with this certificate.

Lot entitlements and financial information

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

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

Contribution schedule	Contribution schedule lot entitlement for the lot: 1 Total contribution schedule lot entitlements for all lots: 6
Interest schedule	Interest schedule lot entitlement for the lot: 1 Total interest schedule lot entitlements for all lots: 6
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

WARNING! The following pages disclose owners contributions and amounts owing for the current financial year ONLY.

This means levies that have been approved that fall outside of the current financial year are not disclosed in this certificate.

To ensure full disclosure of these amounts the final attachments to the certificate are:

- **Levy Transaction Summary (including all levies approved for both the current year and future years)**
- **Levy Notice (if a balance is outstanding)**

Owner contributions and amounts owing - see WARNING previous page**Administrative fund contributions**

Total amount of contributions (before any discount) for Lot 4 for the current financial year	\$2,483.40
Number of instalments	4 (if there are more rows in the below tables than the number of instalments, they will be blank)
Monthly penalty for overdue contributions (if applicable)	0%
Discount for on-time payments (if applicable)	10.00%

Due Date	Details	Amount	Discount	Paid
31/08/2025	Standard Levy Contribution Schedule (01/08/2025 - 31/10/2025)	\$666.69	\$66.65 if paid by 31/08/2025	Fully Paid
30/11/2025	Standard Levy Contribution Schedule (01/11/2025 - 31/01/2026)	\$605.57	\$60.55 if paid by 30/11/2025	Fully Paid
28/02/2026	Standard Levy Contribution Schedule (01/02/2026 - 30/04/2026)	\$605.57	\$60.55 if paid by 28/02/2026	Fully Paid
31/05/2026	Standard Levy Contribution Schedule (01/05/2026 - 31/07/2026)	\$605.57	\$60.55 if paid by 31/05/2026	Fully Paid
			if paid by	
			if paid by	
			if paid by	
			if paid by	
			if paid by	
			if paid by	
			if paid by	
			if paid by	

Sinking fund contributions

Total amount of contributions (before any discount) for Lot 4 for the current financial year	\$961.10
Number of instalments	4
Monthly penalty for overdue contributions (if applicable)	0%
Discount for on-time payments (if applicable)	10.00%

Due Date	Details	Amount	Discount	Paid
31/08/2025	Standard Levy Contribution Schedule (01/08/2025 - 31/10/2025)	\$111.11	\$11.10 if paid by 31/08/2025	Fully Paid
30/11/2025	Standard Levy Contribution Schedule (01/11/2025 - 31/01/2026)	\$283.33	\$28.35 if paid by 30/11/2025	Fully Paid
28/02/2026	Standard Levy Contribution Schedule (01/02/2026 - 30/04/2026)	\$283.33	\$28.35 if paid by 28/02/2026	Fully Paid
31/05/2026	Standard Levy Contribution Schedule (01/05/2026 - 31/07/2026)	\$283.33	\$28.35 if paid by 31/05/2026	Fully Paid
			if paid by	
			if paid by	

Special contributions (if any)

You can access the body corporate records for more information.

Total amount of contributions (before any discount) for Lot 4	\$4,405.00
Monthly penalty for overdue contributions (if applicable)	0%
Discount for on-time payments (if applicable)	10.00%

Due Date	Details	Amount	Discount	Paid
11/12/2025	Bitumen Driveway Maintenance approved at AGM held on 29th October 2025	\$4,405.00	\$0.00 if paid by 11/12/2025	Fully Paid
			if paid by	
			if paid by	
			if paid by	
			if paid by	
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Other amounts payable by the lot owner (if any)

For the current financial year there are:

Amounts payable under exclusive use by-laws	
Amounts payable under service agreements (that are not included in body corporate contributions for the lot)	
Other amounts payable (see explanation given with this certificate)	

Summary of amounts due but not paid by the current owner

At the date of this certificate 08/06/2026, the following amounts are due but not yet paid for the lot.
A \$0.00 or Nil balance indicates that all payments for the lot are up to date.

Overdue annual contributions	\$0.00
Overdue special contributions	\$0.00
Penalties on overdue contributions	\$0.00
Other amounts due but not paid	
Total amounts due but not paid	\$0.00
Total amount in credit (if applicable) Credit balance on the lot and payments made before due date.	\$0.00

Common property and assets

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

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

Sinking fund forecast and balance (maintenance and replacement of common property / assets)	The body corporate must have a sinking fund to pay for future capital expenses, such as repairs or replacement of common property and assets. The body corporate must raise enough money in its sinking fund budget each year to provide for spending for the current year and to reserve an amount to meet likely spending for 9 years after the current year. If there is not enough money in the sinking fund at the time maintenance is needed, lot owners will usually have to pay additional contributions. Prior to signing a contract, you should consider whether the current sinking fund balance is appropriate to meet likely future capital expenditure. Does the body corporate have a current sinking fund forecast that estimates future capital expenses and how much money needs to be accumulated in the sinking fund? - Yes If yes, you can obtain a copy from the body corporate records. Current administrative fund balance (as at date of certificate): \$465.28 Current sinking fund balance (as at date of certificate): \$11,844.74 Current Total fund balance (as at date of certificate): \$12,310.02 Warning! The existence of a sinking fund forecast does NOT mean the body corporate has an adequately funded Sinking Fund. A prudent due diligence of the future maintenance requirements should still be undertaken. A sinking fund forecast can often never fully estimate unknown or hidden items eg the condition of underground services. Finally, a sinking fund forecast will provide recommended contributions, however, often these recommendations are NOT followed which means the chance of special levies remains high due to not properly funding the sinking fund.
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. Are there any authorised improvements to the common property that the owner of the lot is responsible for maintaining in good condition? - Yes If yes, details given with this certificate. Warning! Lot owners often make unauthorised improvements eg installation of whirly birds, skylights, awnings, pergola covering, paving courtyards etc. All improvements are meant to be approved by the body corporate and recorded in the Register of Authorisations Affecting the Common Property. However, unauthorised improvements still occur and the current lot owner is responsible for the maintenance of these unauthorised improvements.
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 of assets is given with this certificate (if any).

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.

Warning! Please ensure you fully understand if the buildings and all lots are insured by the body corporate. Often, a body corporate formed under a standard format plan of subdivision will have a building and infrastructure insurance policy that does **NOT** insure the lots and only insures common infrastructure eg common property fencing, roads, gates etc.

Body corporate insurance policies	Details of each current insurance policy held by the body corporate are given with this certificate. This includes, for each policy, the: - type of policy; - name of the insurer; - sum insured; - amount of premium; and - excess payable on a claim.
Alternative insurance	Where the body corporate is unable to obtain the required building insurance, an adjudicator may order that the body corporate take out alternative insurance. Information about alternative insurance is available from www.qld.gov.au/buyingbodycorporate. Does the body corporate currently hold alternative insurance approved under an alternative insurance order? - No
Lot owner and occupier insurance	The occupier is responsible for insuring the contents of the lot and any public liability risks which might occur within the lot. The owner is responsible for insuring buildings that do not share a common wall if the scheme is registered under a standard format plan of subdivision, unless the body corporate has set up a voluntary insurance scheme and the owner has opted-in. More information about insurance in community titles schemes is available from your solicitor or www.qld.gov.au/buyingbodycorporate. Warning! The occupier is responsible for insuring the contents of the lot and any public liability risks which might occur within the lot. Contents includes carpets, curtains, dishwashers, furniture and personal belongings.

Contracts and authorisations

Caretaking service contractors and letting agents	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: - 1 year if the Specified Two-lot Schemes Module applies to the scheme; - 10 years if the Standard Module applies to the scheme; and - 25 years if the Accommodation Module or Commercial Module applies to the scheme. You may inspect the body corporate records to find information about any engagements or authorisations entered into by the body corporate, including the term of an engagement or authorisation and, for an engagement, duties required to be performed and remuneration payable by the body corporate. Has the body corporate engaged a caretaking services contractor for the scheme? - No If yes, name of caretaking service contractor engaged: Has the body corporate authorised a letting agent for the scheme? - No If yes, name of authorised letting agent:
Embedded network supply	Are there arrangement/s to supply any of the below services to occupiers in the community titles scheme through an embedded network? Electricity: No Hot Water / Gas: No Internet / Data: No More information about embedded networks in community titles schemes is available from www.qld.gov.au/buyingbodycorporate. Warning! The existence of an embedded network generally means you have no choice of electrical retailer. For example, it is generally impossible for an occupier to use a different "main stream" electrical retailer.

Body corporate authority

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

Name/s	Jason Elliott on behalf of Toowoomba Strata Pty Ltd
Position/s held	Sole Director of Toowoomba Strata Pty Ltd duly appointed body corporate manager
Signature/s	
Date	08/06/2026

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 - certificate of currency
- insurance - certificate of insurance or another similar renewal document that shows information regarding the premium paid (depending which is held on file)

Exclusive Use Areas (or similar areas) – FAQ's

	Exclusive Use Area	Private Yard	Part of the lot	Common property
How recorded	Drawn as part of the by-laws applying to the body corporate. These by-laws can either be within the Community Management Statement or as a Change of By-Laws for pre 1997 bodies corporate	Drawn as part of the Survey Plan. Only applies to Building Format Plans drawn after 1997	Drawn as part of the lot boundaries. Only applies to Standard Format Plans (and Group Title Plans)	Sometimes areas are physically fenced off but are NOT connected legally to the lot at all ie they remain common property.
Maintenance Responsibility	Mostly by the lot owner (but not always) you need to read the associated by-laws	By the lot owner	By the lot owner	By the body corporate. However, sometimes access to these areas is impossible other coming through the lot.
Improvements to the area eg paving, tool lockers, water tanks etc	Only with the permission of the body corporate	Only with the permission of the body corporate	Only with the permission of the body corporate	Only with the permission of the body corporate

Exclusive Use Car Parks

Never assume adjacent car parks are for the exclusive use of the lot. Almost certainly they are not allocated to the lot (even if often occupied by an occupant). You **MUST** read the by-laws to determine rights (if the by-laws say nothing then that means no right exists).

Never assume parking in front of garages or in the driveway is OK. Almost certainly the area is simply common property and not carparking at all. You **MUST** read the by-laws to determine rights (if the by-laws say nothing then that means no right exists).

Sinking Fund Forecast and Balance FAQ's

There is no current sinking fund forecast!	Some bodies corporate choose NOT to obtain a professional sinking fund forecast. Often the cost of obtaining a sinking fund forecast is the reason for not obtaining the forecast. This would never be a sound recommendation.
The body corporate is not contributing the amounts suggested by the sinking fund forecast?	Some bodies corporate choose NOT to contribute the suggested amount. Often contributing the suggested amount would significantly increase levies and some bodies are not prepared to pay significantly higher levies. This would never be a sound recommendation.
Is the sinking fund forecast a guarantee of the future expenditure?	No! It is impossible to predict the future. Some maintenance issues will arise sooner than predicted. Some maintenance issues will cost more than predicted. Some maintenance items are impossible to predict (eg underground services).
The sinking fund seems very low!	This happens when maintenance issues happen sooner than predicted or were not predicted at all. This happens when a maintenance costs are more than predicted. Also, this happens when insufficient contributions are made to the sinking the fund. NEVER assume the sinking fund will always hold enough money for every maintenance issue that will arise.
Does having a sinking fund forecast guarantee a well-funded sinking fund?	No! Because maintenance issues happen sooner than predicted or were not predicted at all. Maintenance issues may be more expensive than predicted. Also, this happens when insufficient contributions are made to the sinking the fund.
What is the correct sinking fund balance?	That is an impossible question! Also, some people would prefer lower contributions and accept the risk of special levies whereas others would prefer a very conservative and extremely well fund sinking fund.
The building is brand new does that means the sinking fund levies should be very low?	No! Nothing stays brand new forever! Everything starts to age immediately, paintwork, fencing, retaining walls, the roof, underground services etc
Does the original owner prefer to have lower sinking fund levies?	Yes! The original owner will often argue that the building is brand new under the builder's warranty and will need nothing spent for 10+ years. However, every building starts aging and deteriorating on day 1 and not after 10+ years. The original owner and their real estate agent prefer to market the body corporate with "low levies".
How are special levies avoided?	The are only two ways to avoid special levies: • Ensure the sinking fund has a very high and conservative balance (even that is not a guarantee) • Delay maintenance (but that may not be possible eg the sewer needs replacement now)
What questions should I be asking?	How old is the building? What is the condition of the building? What is the sinking fund balance compared to the forecasted balance? Is the body corporate contributing the recommended amounts? Then just be conservative!

Asset Register
42773 TIPPENDALE COURT 42 ARTHUR STREET

Printed: 08/06/2026 01:28 pm User: Janine Dayrit

Page 1

Description	Type	Acquisition Method	Date Acquired	Acquired From	Original Cost	Cost to Date	Market Value
Nil							

Authorisations Affecting Lots

42773 TIPPENDALE COURT 42 ARTHUR STREET

Printed: 08/06/2026 01:28 pm User: Janine Dayrit

Page 1

Lot No	Resolution Date	Description	Conditions
4	18/08/11	Installation of Air Conditioners	Contact Toowoomba STRATA for full terms and conditions
4	18/08/11	Installation of Water Tanks	Contact Toowoomba STRATA for full terms and conditions
4	18/08/11	Installation of Pavers	Contact Toowoomba STRATA for full terms and conditions
4	18/08/11	Installation of Pergolas	Contact Toowoomba STRATA for full terms and conditions
4	28/10/24	Installation of a Solar Panels	Contact Toowoomba STRATA for full terms and conditions

BY-LAWS – TIPPENDALE COURT CTS 42773

1 Noise

The occupier of a lot must not create noise likely to interfere with the peaceful enjoyment of a person lawfully on another lot or the common property.

2 Vehicles

(1) The occupier of a lot must not -

- (a) park a vehicle, or allow a vehicle to stand, in a regulated parking area; or
- (b) without the approval of the body corporate, park a vehicle, or allow a vehicle to stand, on any other part of the common property; or
- (c) permit an invitee to park a vehicle, or allow a vehicle to stand, on the common property, other than in a regulated parking area.

(2) An approval under subsection (1)(b) must state the period for which it is given.

(3) The body corporate may cancel the approval by giving 7 days written notice to the occupier.

(4) In this section -

regulated parking area means an area of scheme land designated as being available for use, by invitees of occupiers of lots included in the scheme, for parking vehicles.

3 Obstruction

The occupier of a lot must not obstruct the lawful use of the common property by someone else.

4 Damage to lawns etc.

(1) The occupier of a lot must not, without the body corporate's written approval -

- (a) damage a lawn, garden, tree, shrub, plant or flower on the common property; or
- (b) use a part of the common property as a garden.

(2) An approval under subsection (1) must state the period for which it is given.

(3) However, the body corporate may cancel the approval by giving 7 days written notice to the occupier.

5 Damage to common property

(1) An occupier of a lot must not, without the body corporate's written approval, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the common property.

(2) However, an occupier may install a locking or safety device to protect the lot against intruders, or a screen to prevent entry of animals or insects, if the device or screen is soundly built and is consistent with the colour, style and materials of the building.

(3) The owner of a lot must keep a device installed under subsection (2) in good order and repair.

6 Behaviour of invitees

An occupier of a lot must take reasonable steps to ensure that the occupier's invitees do not behave in a way likely to interfere with the peaceful enjoyment of another lot or someone else's peaceful enjoyment of the common property.

7 Leaving of rubbish etc. on the common property

The occupier of a lot must not leave rubbish or other materials on the common property in a way or place likely to interfere with the enjoyment of the common property by someone else.

8 Appearance of lot

- (1) The occupier of a lot must not, without the body corporate's written approval, make a change to the external appearance of the lot unless the change is minor and does not detract from the amenity of the lot and its surrounds.
- (2) The occupier of a lot must not, without the body corporate's written approval -
 - (a) hang washing, bedding, or another cloth article if the article is visible from another lot or the common property, or from outside the scheme land; or
 - (b) display a sign, advertisement, placard, banner, pamphlet or similar article if the article is visible from another lot or the common property, or from outside the scheme land.
- (3) Subsection (2)(b) does not apply to a real estate advertising sign for the sale or letting of the lot if the sign is of a reasonable size.
- (4) This section does not apply to a lot created under a standard format plan of subdivision.

9 Storage of flammable materials

- (1) The occupier of a lot must not, without the body corporate's written approval, store a flammable substance on the common property.
- (2) The occupier of a lot must not, without the body corporate's written approval, store a flammable substance on the lot unless the substance is used or intended for use for domestic purposes.
- (3) However, this section does not apply to the storage of fuel in -
 - (a) the fuel tank of a vehicle, boat, or internal combustion engine; or
 - (b) a tank kept on a vehicle or boat in which the fuel is stored under the requirements of the law regulating the storage of flammable liquid.

10 Garbage disposal

- (1) Unless the body corporate provides some other way of garbage disposal, the occupier of a lot must keep a receptacle for garbage in a clean and dry condition and adequately covered on the lot, or on a part of the common property designated by the body corporate for the purpose.
- (2) The occupier of a lot must -
 - (a) comply with all of the following laws about the disposal of garbage—
 - (i) if the lot is in an urban development area—UDA by-laws, and any local laws that apply;
 - (ii) if the lot is not in an urban development area—local laws; and
 - (b) ensure that the occupier does not, in disposing of garbage, adversely affect the health, hygiene or comfort of the occupiers of other lots.

11 Keeping of animals

- (1) The occupier of a lot must not, without the body corporate's written approval—

- (a) bring or keep an animal on the lot or the common property; or
 - (b) permit an invitee to bring or keep an animal on the lot or the common property.
- (2) The occupier must obtain the body corporate's written approval before bringing, or permitting an invitee to bring, an animal onto the lot or the common property.
- (3) An occupier may, notwithstanding by-laws 11(1) and 11(2), keep either a small cat or a small dog on the following terms and conditions:-
- (a) the small cat or small dog must be kept completely within the lot and must be prevented from wandering onto common property; and
 - (b) the small cat or small dog must be kept and managed in accordance with all relevant Local Authority's or Council's By-laws in relation to the keeping of cats and dogs generally; and
 - (c) the small cat or small dog must not create noise likely to interfere with the peaceful enjoyment of a person lawfully on another lot or the common property; and
 - (d) in the event a cat or dog kept pursuant to this by-law was to defecate on the common property or another owners lot the owner of offending cat or dog must appropriately clean up after it.
- (4) An occupier may, notwithstanding by-laws 11(1) and 11(2), keep fish, birds and other common household pets on the following terms and conditions:-
- (a) the animals must be kept completely within the lot and must be prevented from wandering onto common property; and
 - (b) the animals must be kept and managed in accordance with all relevant Local Authority's or Council's By-laws in relation to the keeping of animals; and
 - (c) the animals must not create noise likely to interfere with the peaceful enjoyment of a person lawfully on another lot or the common property; and
 - (d) in the event an animal kept pursuant to this by-law was to defecate on the common property or another owners lot the owner of offending animal must appropriately clean up after it.

12 Exclusive Use – Courtyards

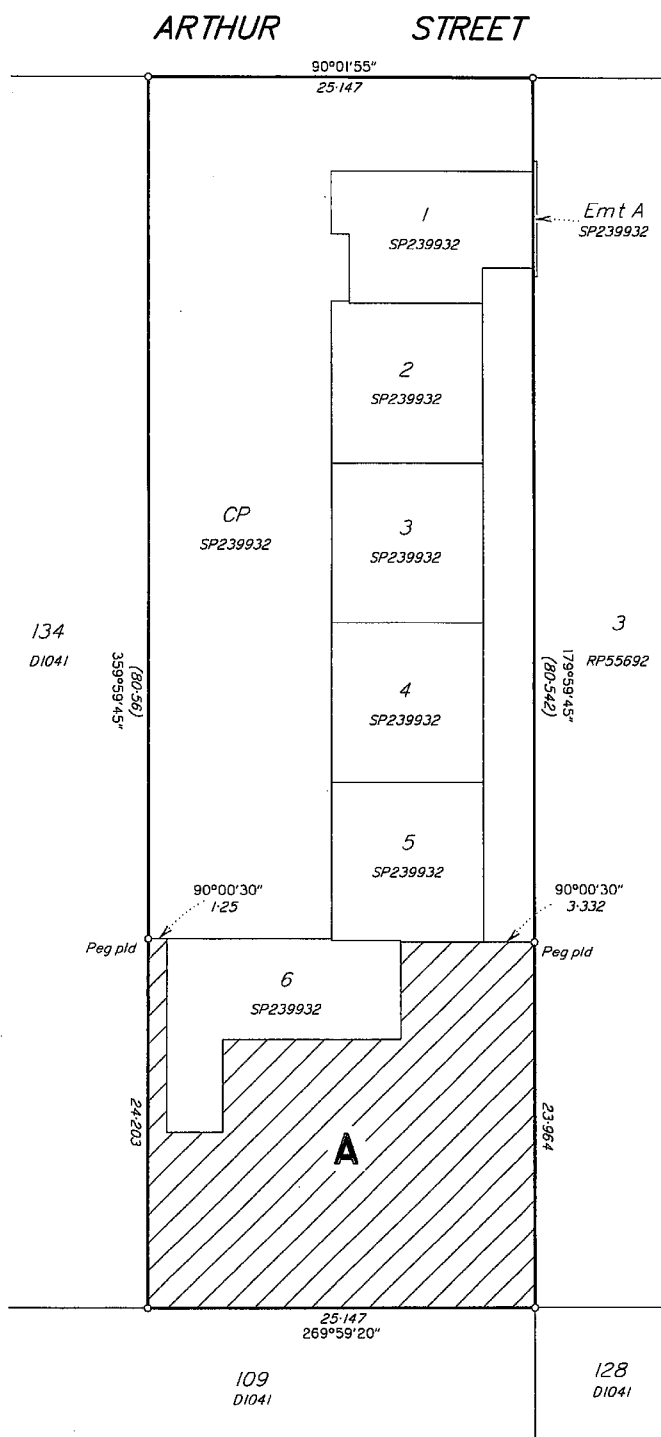
- (1) The owners of lots have exclusive use of courtyard areas on the common property identified in Schedule E and on the attached plan marked A.
- (2) An owner with an exclusive use courtyard area is liable, in respect of that exclusive use courtyard area, for the maintenance of and operating costs of the exclusive use courtyard area (excluding any common utility infrastructure contained within the exclusive use courtyard area).
- (3) An owner with an exclusive use courtyard area must not damage, dig-up, block, obstruct, hinder etc any common utility infrastructure contained within the exclusive use courtyard area.
- (4) An owner with an exclusive use courtyard area must allow the body corporate or another owner appropriate access to service and maintain any common utility infrastructure contained within the exclusive use courtyard area.
- (5) An owner with an exclusive use courtyard area must allow the body corporate or another owner appropriate access to read and maintain any electricity or other utility meter contained within the exclusive use courtyard area.

SCHEDULE E

DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY

Lot on Plan	Exclusive Use of Common Property	Use
Lot 6 on SP 239932	Area A on attached sketch plan marked A	Courtyard

Page of

EXCLUSIVE USE PLAN A – “TIPPENDALE COURT”

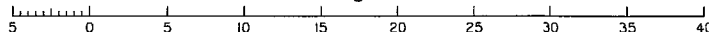
EXCLUSIVE USE AREAS FOR LOTS 1-6 ON SP239932

I, Peter Thomas Eaton, Cadastral Surveyor, certify that the information shown on this sketch is correct.

PTE
CADASTRAL SURVEYOR

DATE 19-4-11

Scale 1:300 – Lengths are in Metres.



UNIT	EXCLUSIVE USE	AREA (sqm)
6	A	485

QUEENSLAND LAND REGISTRY
Land Title Act 1994, Land Act 1994 and Water Act 2000

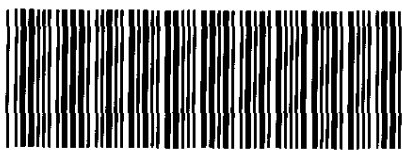
GENERAL REQUEST

FORM 14 Version 4

Page 1 of 1

Duty Imprint

[WITHDRAWN & RE-ENTERED - 15/8/11]
~~713973407~~



714008565

\$127.90

\$127.90

12/08/2011 13:58

TA 460

1. Nature of request

Request to record First Community
Management Statement for Tippendale
Court Community Titles Scheme

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

Murdoch Lawyers
PO Box 963
Toowoomba QLD 4350
carolyn@murdochsl.com.au

Lodger

Code

TA964

2. Lot on Plan Description

LOT 133 ON CP D1041

County

AUBIGNY

Parish

DRAYTON

Title Reference

11696196

3. Registered Proprietor/State Lessee

ACORA PTY LTD ACN 079 041 704

4. Interest

FEE SIMPLE

5. Applicant

ACORA PTY LTD ACN 079 041 704

6. Request

I hereby request that: the First CMS deposited herewith be recorded as the Community Management Statement for Tippendale Court Community Titles Scheme and that C/- Toowoomba Strata Title Management Pty Ltd, PO Box 2244, Toowoomba QLD 4350 be recorded as the address for service of the body corporate of the scheme.

7. Execution by applicant

21 / 7 / 2011

Execution Date

Applicant's or Solicitor's Signature

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

ANTHONY DOUGLAS RANDALL
SOLICITOR

42773

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

Office use only

CMS LABEL NUMBER

1. Name of community titles scheme	2. Regulation module		
Tippendale Court Community Titles Scheme	Standard Module		
3. Name of body corporate			
Body Corporate for Tippendale Court Community Titles Scheme			
4. Scheme land			
Description of Lot	County	Parish	Title Reference
Common Property of Tippendale Court CTS	Aubigny	Drayton	11696196 previous
Lots 1 to 6 on SP 239932	Aubigny	Drayton	11696196 previous
5. Name and address of original owner #		6. Reference to plan lodged with this statement	
Acora Pty Ltd A.C.N. 079 041 704 239 McGovern Road HEADINGTON HILL QLD 4361		Survey Plan 239932	

first community management statement only

7. Local Government community management statement notation	
 <u>S.W. SOMERS, GENERAL MANAGER, PLANNING & DEVELOPMENT GROUP</u> <u>TOOWOOMBA REGIONAL COUNCIL</u>	signed name and designation name of Local Government

8. Execution by original owner/Consent of body corporate

Execution Date

19-05-2011

* Execution

ACORA PTY LTD
 ACN 079 041 704

 Sole Director

Privacy Statement

Collection of this information is authorised by the Body Corporate and Community Management 1997 and is used to maintain the publicly searchable registers in the land registry. For more information about privacy in NR & W see <http://www.nrw.qld.gov.au/about/privacy/index.html>

Title Reference 11696196

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 1 on SP 239932	1	1
Lot 2 on SP 239932	1	1
Lot 3 on SP 239932	1	1
Lot 4 on SP 239932	1	1
Lot 5 on SP 239932	1	1
Lot 6 on SP 239932	1	1

TOTALS	6	6
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Section 66(1)(db)(i) – Statement regarding the Contribution Schedule Principal

The Contribution Schedule Principal under Section 46(7) on which the contribution schedule lot entitlements have been decided is the "Equality Principal".

Section 66(dc)(i) – Statement regarding Interest Schedule Lot Entitlements

The interest schedule lot entitlements reflect the respective market values of the lots.

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

No further development intended.

Section 66 (1) (f) & (g) of the Body Corporate and Community Management Act 1997 is not applicable

SCHEDULE C BY-LAWS

1 Noise

The occupier of a lot must not create noise likely to interfere with the peaceful enjoyment of a person lawfully on another lot or the common property.

2 Vehicles

(1) The occupier of a lot must not -

- (a) park a vehicle, or allow a vehicle to stand, in a regulated parking area; or
- (b) without the approval of the body corporate, park a vehicle, or allow a vehicle to stand, on any other part of the common property; or
- (c) permit an invitee to park a vehicle, or allow a vehicle to stand, on the common property, other than in a regulated parking area.

(2) An approval under subsection (1)(b) must state the period for which it is given.

(3) The body corporate may cancel the approval by giving 7 days written notice to the occupier.

Title Reference 11696196

- (4) In this section -

regulated parking area means an area of scheme land designated as being available for use, by invitees of occupiers of lots included in the scheme, for parking vehicles.

3 Obstruction

The occupier of a lot must not obstruct the lawful use of the common property by someone else.

4 Damage to lawns etc.

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7 Leaving of rubbish etc. on the common property

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- (b) display a sign, advertisement, placard, banner, pamphlet or similar article if the article is visible from another lot or the common property, or from outside the scheme land.

Title Reference 11696196

- (3) Subsection (2)(b) does not apply to a real estate advertising sign for the sale or letting of the lot if the sign is of a reasonable size.

- (4) This section does not apply to a lot created under a standard format plan of subdivision.

9 Storage of flammable materials

- (1) The occupier of a lot must not, without the body corporate's written approval, store a flammable substance on the common property.

- (2) The occupier of a lot must not, without the body corporate's written approval, store a flammable substance on the lot unless the substance is used or intended for use for domestic purposes.

- (3) However, this section does not apply to the storage of fuel in -

- (a) the fuel tank of a vehicle, boat, or internal combustion engine; or
- (b) a tank kept on a vehicle or boat in which the fuel is stored under the requirements of the law regulating the storage of flammable liquid.

10 Garbage disposal

- (1) Unless the body corporate provides some other way of garbage disposal, the occupier of a lot must keep a receptacle for garbage in a clean and dry condition and adequately covered on the lot, or on a part of the common property designated by the body corporate for the purpose.

- (2) The occupier of a lot must -

- (a) comply with all of the following laws about the disposal of garbage—
 - (i) if the lot is in an urban development area—UDA by-laws, and any local laws that apply;
 - (ii) if the lot is not in an urban development area—local laws; and
- (b) ensure that the occupier does not, in disposing of garbage, adversely affect the health, hygiene or comfort of the occupiers of other lots.

11 Keeping of animals

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- (a) the small cat or small dog must be kept completely within the lot and must be prevented from wandering onto common property; and
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- (c) the small cat or small dog must not create noise likely to interfere with the peaceful enjoyment of a person lawfully on another lot or the common property.

Title Reference 11696196

- (d) in the event a cat or dog kept pursuant to this by-law was to defecate on the common property or another owners lot the owner of offending cat or dog must appropriately clean up after it.
- (4) An occupier may, notwithstanding by-laws 11(1) and 11(2), keep fish, birds and other common household pets on the following terms and conditions:-
- (a) the animals must be kept completely within the lot and must be prevented from wandering onto common property; and
 - (b) the animals must be kept and managed in accordance with all relevant Local Authority's or Council's By-laws in relation to the keeping of animals; and
 - (c) the animals must not create noise likely to interfere with the peaceful enjoyment of a person lawfully on another lot or the common property; and
 - (d) in the event an animal kept pursuant to this by-law was to defecate on the common property or another owners lot the owner of offending animal must appropriately clean up after it.
- 12 Exclusive Use – Courtyards**
- (1) The owners of lots have exclusive use of courtyard areas on the common property identified in Schedule E and on the attached plan marked A.
 - (2) An owner with an exclusive use courtyard area is liable, in respect of that exclusive use courtyard area, for the maintenance of and operating costs of the exclusive use courtyard area (excluding any common utility infrastructure contained within the exclusive use courtyard area).
 - (3) An owner with an exclusive use courtyard area must not damage, dig-up, block, obstruct, hinder etc any common utility infrastructure contained within the exclusive use courtyard area.
 - (4) An owner with an exclusive use courtyard area must allow the body corporate or another owner appropriate access to service and maintain any common utility infrastructure contained within the exclusive use courtyard area.
 - (5) An owner with an exclusive use courtyard area must allow the body corporate or another owner appropriate access to read and maintain any electricity or other utility meter contained within the exclusive use courtyard area.

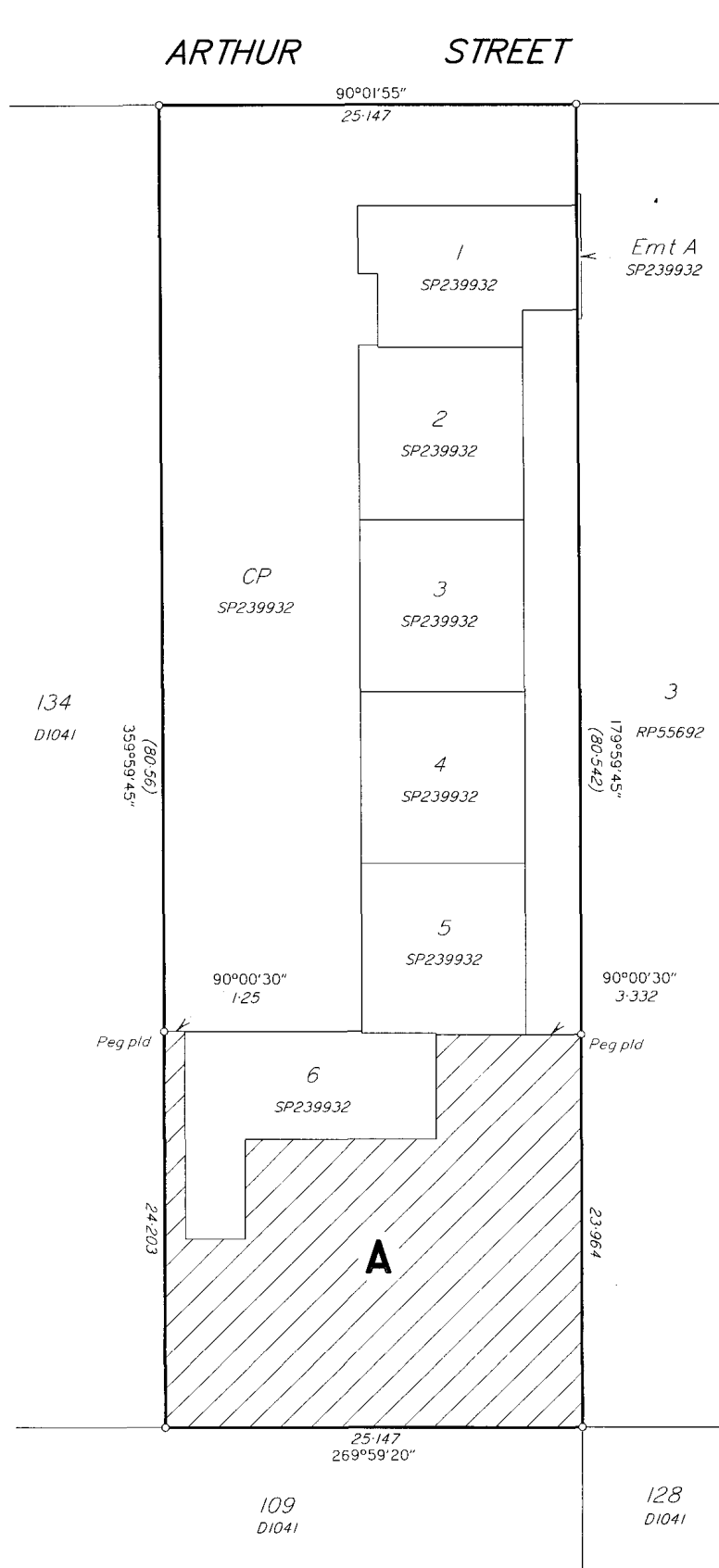
SCHEDULE D**OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED**

Not applicable

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

Lot on Plan	Exclusive Use of Common Property	Use
Lot 6 on SP 239932	Area A on attached sketch plan marked A	Courtyard

EXCLUSIVE USE PLAN A – "TIPPENDALE COURT"

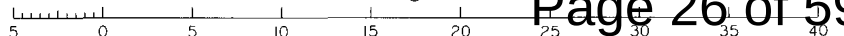


EXCLUSIVE USE AREAS FOR LOTS 1-6 ON SP239932

I, Peter Thomas Eaton, Cadastral Surveyor, certify that the information shown on this sketch is correct.

UNIT	EXCLUSIVE USE	AREA (sqm)
6	A	485

Scale 1:300 - Lengths are in Metres.



PTE
CADASTRAL SURVEYOR

DATE 19-4-11

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

SURVEY PLAN

Sheet 1 of 2

PERMANENT MARKS

PM	ORIGIN	BEARING	DIST	NO
1-OPM	RP189447	247°08'35"	0-7	1271
5-OPM	RP163890	119°47'	0-024	13212
8-OPM	IS142132	84°55'	4-376	116257
11-OPM	RP163890	225°0'	0-853	114

REFERENCE MARKS

STN	TO	ORIGIN	BEARING	DIST
2	OIP	RP163890	at	stn
2	Screw in Bit		309°17'	2-46
3	Screw in Bit		294°42'	4-351
4	Screw in Bit		9°32'	1-344
6	Screw in Conc		88°04'	4-605
7	OIP	IS140358	49°15'	3-238
9	Screw in Bit		194°35'	2-553
10	O.Spike	SP157002	179°13'	0-892
11	Screw in Bit		194°10'	4-841
12	O.Gl Nail in Bit	SP157002	263°10'	1-955
13	Screw in Bit		247°41'	2-534

Base Parcel Area ... 2026 m²

CONNECTIONS TO BUILDING

LINE	BEARING	DISTANCE
3-3a	117°24'	13-414
15-15a	333°36'	19-69

Amendments by BYRNE SURVEYORS PTY LTD
(ACN 132444850)

Director *Robert Byrne* 2-8-2011

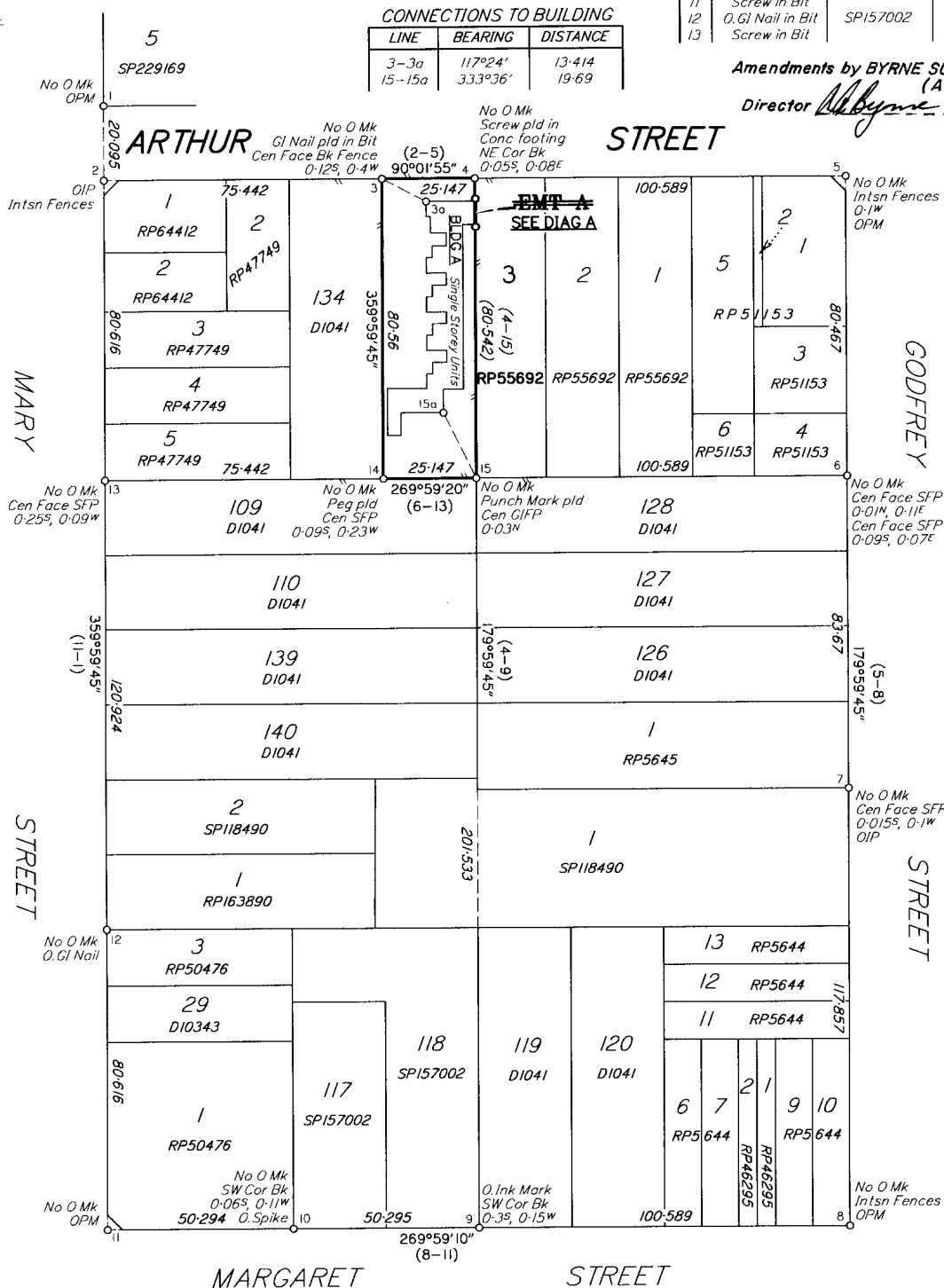
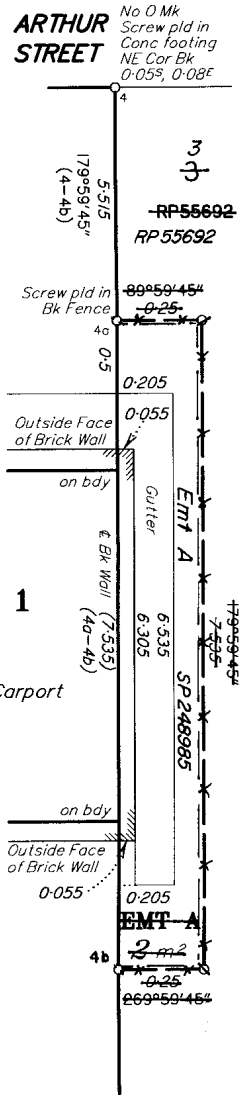
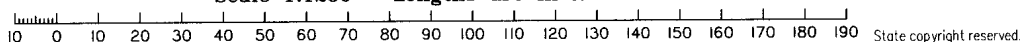


DIAGRAM A Not to Scale



Scale 1:1250 - Lengths are in Metres.



BYRNE SURVEYORS PTY LTD (ACN 132 444 850) hereby certify that the land comprised in this plan was surveyed by the corporation, by Daniel Kenneth MAHER, Surveying Associate, for whose work the corporation accepts responsibility, under the supervision of Peter Thomas EATON, 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 07/03/2011.

Robert Byrne
Robert Andrew Byrne
Director

Peter Thomas Eaton
Peter Thomas Eaton
Director

Date 29-3-11

Plan of Lots 1-6 & Common Property

Cancelling Lot 133 on DI041

and Emt A in Lot 3 on RP55692

PARISH: DRAYTON

COUNTY: Aubigny

Meridian: RP163890

F/N's: No

Scale: 1:1250

Format: BUILDING



SP239932

Plan Status:

WITHDRAWN & RE-ENTERED - 15/8/11

~~713973170~~

714008567

\$739.30

\$739.30

12/08/2011 13:58

TA 400 NT

WARNING : Folded or Mutilated Plans will not be accepted.

Plans may be rolled.

Information may not be placed in the outer margins.

Registered

5. Lodged by

Murdock Lawyers

PO Box 963

719164

Toowoomba QLD 4350

PH: 07 4616 9575

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

1. Certificate of Registered Owners or Lessees.

I/We ACORA PTY LTD
A.C.N. 079 041 704~~TERRY DOUGLAS BURNES~~

(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

A.J. Jenner sole Director
ACORA PTY LTD
ACN 079 041 704

6. Existing

Title Reference	Lot	Plan	Created	Emts	Road
11696196 12262138	133 3	D1041 RP55692	1-6 & Common Property	★	

MORTGAGE ALLOCATIONS

Mortgage	Lots Fully Encumbered	Lots Partially Encumbered
713695352	1-6	

BENEFIT EASEMENT ALLOCATION

Easement	Lots Fully Benefited	Lots Partially Benefited
To ISSUE	Common Property	

Encroachment notice issued to the owners of Lot 3 on RP55692 and
Lot 133 on D1041 on the 29 March 2011, in accordance with s19 of the
Survey and Mapping Infrastructure Regulation 2004.

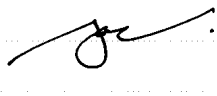
* Rule out whichever is inapplicable

2. Local Government Approval.

* Toowoomba Regional Council
hereby approves this plan in accordance with the:

% SUSTAINABLE PLANNING Act 2009

Dated this 14th day of July 2011


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

3. Plans with Community Management Statement:

CMS Number: 42773

Name: "TIPPENDALE COURT"

4. References:

Dept File:
Local Govt: 567/2011/2495
Surveyor: 11/31

Allot 19 Sec 59

1-6 & Common
Property

Orig

Lots

7. Portion Allocation:

8. Map Reference:

9242-11132

9. Locality:

EAST TOOWOOMBA

10. Local Government:

TOOWOOMBA REGIONAL

11. Passed & Endorsed:

By: R.A. BYRNE

Date: 29-3-11

Signed: R.A. Byrne

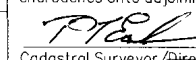
Designation: Cadastral Surveyor

No development approval necessary

All lots defined on this plan are wholly
contained within the base parcel.

12. Building Format Plans only.

I certify that:

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

 29-3-11
Cadastral Surveyor/Director * Date
* delete words not required

13. Lodgement Fees:

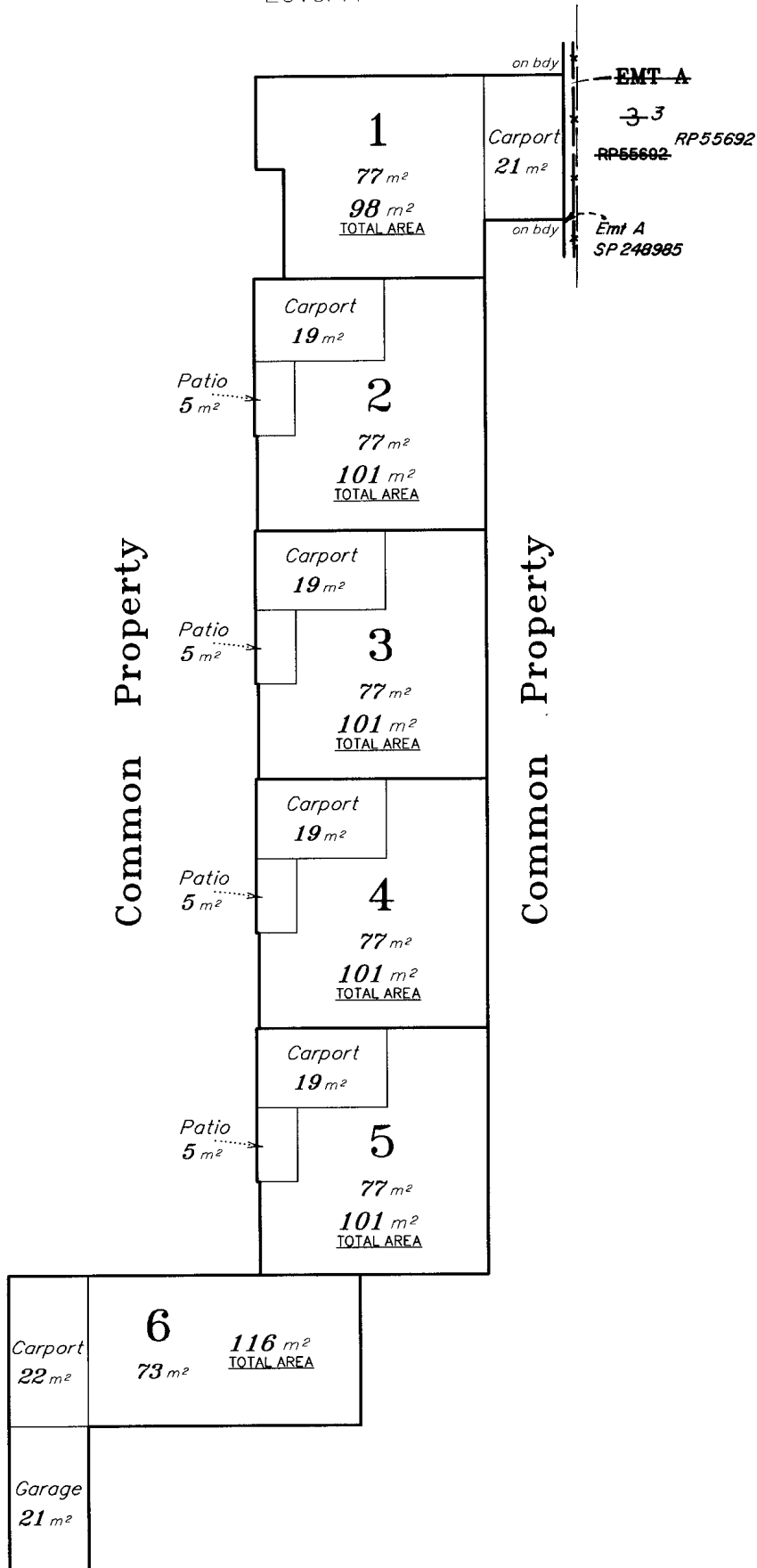
Survey Deposit	\$
Lodgement	\$
— New Titles	\$
Photocopy	\$
Postage	\$
TOTAL	\$

14. Insert
Plan
Number
SP289932
Page 28 of 59

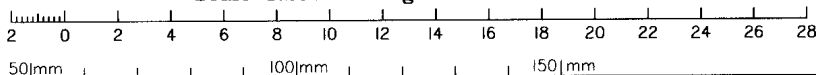


BLDG A

Level A



Scale 1:200 - Lengths are in Metres.



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Sinking Fund Forecast

Tippendale Court

42 Arthur Street

East Toowoomba QLD 4350

Community Title Scheme 42773



Report details

Inspection date:	29/08/2023
Inspector:	Bruce Simpson

6/09/2023

The Body Corporate
Tippendale Court
42 Arthur Street
East Toowoomba QLD 4350

Dear Committee Members,

Thank you for appointing our company to conduct your Sinking Fund Forecast.

Based on our survey of your property, we have determined that the Body Corporate will need to increase its contributions in the short term to cover its forecast sinking fund expenses. We recommend that the levies initially be set at the level shown in this report. Once the short-term expenses have been paid for, we recommend that this report be updated to confirm that the levies can be reduced to the level shown in this report.

This forecast should be updated regularly to account for actual changes in construction and maintenance costs, unanticipated changes in the property's condition over time, changes in legal requirements and any discrepancies between the forecast and actual sinking fund balances. Regular updates also create peace of mind and assist the Body Corporate to manage the risk of litigation from individual owners (current and future) for breaches of its duty to maintain the common property by providing reasonable, up-to-date estimates of the cost of necessary maintenance work and repairs.

Key Report Data Levies Summary – First Financial Year

Levy Per Unit Entitlement (Total sinking fund levy divided by unit entitlements)	\$44.45
Total Unit Entitlements	6
Total Sinking Fund Levy	\$266.70

The data used to arrive at the above figures is in the attached report. It is designed for ease of reading. For your convenience here is your Report Index:

Report Index	Page No.
Owners Report Summary	Section 1
Building Details and Report Inputs Page	3
15 Year Cash Flow Tracking & Graph with New Levies	4
15 Year Cash Flow Tracking & Graph with Old Levies	5
Report Detail	Section 2
15 Year Anticipated Expenditure Table	6
Building Data List from Property Inspection	8
Inspector's Building Report & Building Specific Report Notes	14
Report Notes	15

All services provided by Solutions in Engineering are supplied on the basis of our 'Supply Terms and Conditions' which are available from our Office and from our website www.solutionsinengineering.com

If you have any questions regarding your report or need our specialised services in Professional Safety Reports, Insurance Valuations, Maintenance Reports, Asbestos Audits or Balustrade Testing call us on 1300 136 036 or email enquiry@solutionsinengineering.com.

Yours sincerely,



The Team at Solutions in Engineering

Building Details & Report Inputs

Supplied information

Building Name	Tippendale Court
Building Address	42 Arthur Street East Toowoomba QLD 4350
Community Title Scheme No.	42773
Plan Type	Building Format Plan
Registered Plan Date/Year of Construction	1970
Number of Unit Entitlements	6
Number of Units	6
Estimated Sinking Fund Balance	\$1,433
Starting date of Financial Year for Report	1/08/2023
GST Status	Not Registered for GST
Current Sinking Fund Levy per Lot Entitlement	44.45

Report assumptions & information

Assumed Interest Rate on invested funds (For funds over \$10,000) Years 1 - 3	1.70%
Assumed Interest Rate on invested funds (For funds over \$10,000) Years 4 - 15	3.00%
Company Taxation Rate	25.00%
Interest on Invested Funds – Based on Assumed Interest Rate minus Company Taxation Rate. Calculated only on Sinking Fund balances over \$10,000 - Years 1 - 3	1.28%
Interest on Invested Funds – Based on Assumed Interest Rate minus Company Taxation Rate. Calculated only on Sinking Fund balances over \$10,000 - Years 4 - 15	2.25%
Contingency Allowance - For minor and/or unforeseen expenses	8%
Assumed Rate of Inflation for Building Maintenance Costs - Based on average annual building cost increase over the past five years.	3.00%
Forecast Period - Number of years the plan forecasts	15 years

15 Year Levy Table

Year	Year To	Total Contribution	Contribution per Lot Entitlement	Quarterly Contribution
1	31/07/2024	266.70	44.45	11.11
2	31/07/2025	13,335.00	2,222.50	555.63
3	31/07/2026	13,735.05	2,289.18	572.30
4	31/07/2027	14,147.10	2,357.85	589.46
5	31/07/2028	5,658.84	943.14	235.79
6	31/07/2029	5,828.61	971.44	242.86
7	31/07/2030	6,003.47	1,000.58	250.15
8	31/07/2031	6,183.57	1,030.60	257.65
9	31/07/2032	6,369.08	1,061.51	265.38
10	31/07/2033	6,560.15	1,093.36	273.34
11	31/07/2034	6,756.95	1,126.16	281.54
12	31/07/2035	6,959.66	1,159.94	289.99
13	31/07/2036	7,168.45	1,194.74	298.69
14	31/07/2037	7,383.50	1,230.58	307.65
15	31/07/2038	7,605.01	1,267.50	316.88

15 Year Cash Flow Tracking Sheet

The table below shows the cash flow starting with the anticipated 'Opening Balance' at the start of the first financial year which you provided to us. We then add the 'Total Levy Contributions' for the year and any 'Interest' on balances greater than \$10,000. Any 'Anticipated Expenses' (including contingency allowance) are then allowed for leaving a 'Closing Balance' for the year which in turn becomes the 'Opening Balance' for the following year. In summary:

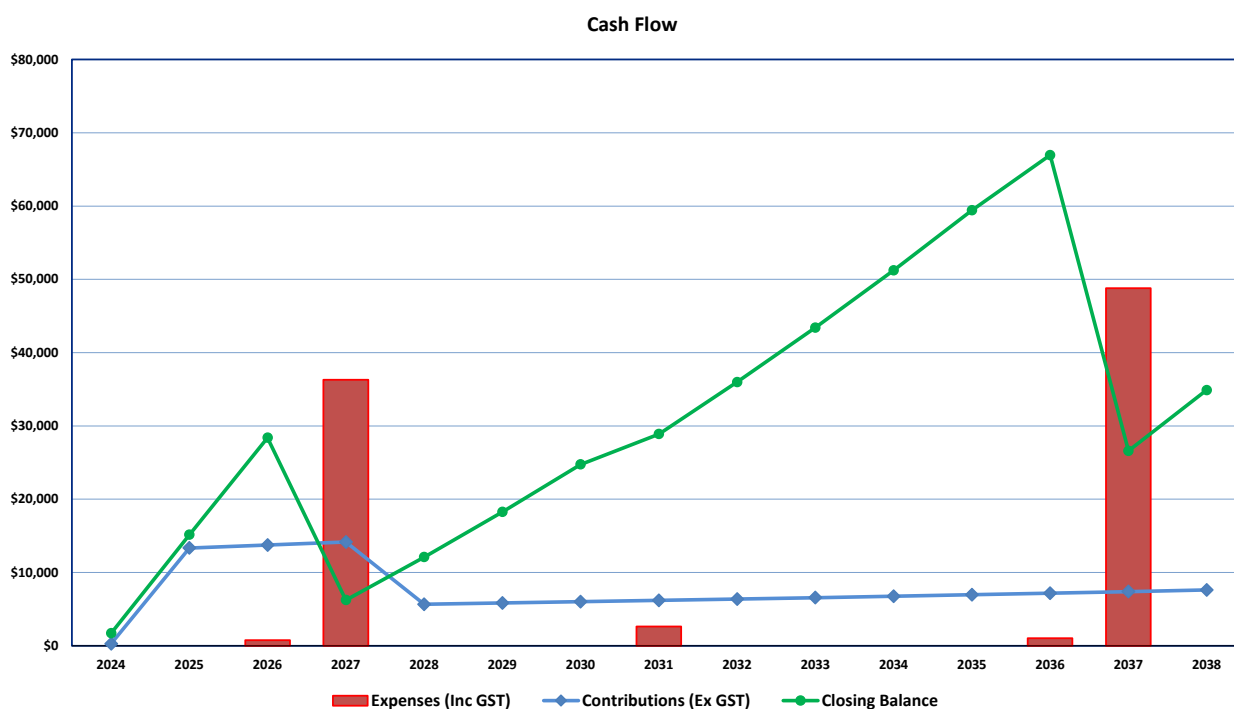
$$\text{Opening Balance} + \text{Total Levy Contributions} + \text{Interest} - \text{Anticipated Expenses} = \text{Closing Balance}$$

Year	Year To	Opening Balance	Total Levy Contributions (Exc. GST)	Interest (After Tax)	Anticipated Expenses (Inc. GST)	Closing Balance
1	31/07/2024	1,433.00	266.70	0.00	0.00	1,699.70
2	31/07/2025	1,699.70	13,335.00	107.10	0.00	15,141.80
3	31/07/2026	15,141.80	13,735.05	276.80	769.00	28,384.65
4	31/07/2027	28,384.65	14,147.10	0.00	36,303.00	6,228.75
5	31/07/2028	6,228.75	5,658.84	203.81	0.00	12,091.40
6	31/07/2029	12,091.40	5,828.61	337.63	0.00	18,257.64
7	31/07/2030	18,257.64	6,003.47	478.34	0.00	24,739.45
8	31/07/2031	24,739.45	6,183.57	596.56	2,635.00	28,884.58
9	31/07/2032	28,884.58	6,369.08	721.56	0.00	35,975.22
10	31/07/2033	35,975.22	6,560.15	883.24	0.00	43,418.61
11	31/07/2034	43,418.61	6,756.95	1,052.93	0.00	51,228.49
12	31/07/2035	51,228.49	6,959.66	1,230.94	0.00	59,419.09
13	31/07/2036	59,419.09	7,168.45	1,405.94	1,034.00	66,959.48
14	31/07/2037	66,959.48	7,383.50	1,040.79	48,788.00	26,595.77
15	31/07/2038	26,595.77	7,605.01	683.96	0.00	34,884.74

15 Year Cash Flow Graph

The graph below tracks the 'Contributions' (the amount collected in levies), the projected 'Closing balance' of the sinking fund and the likely 'Expenses' for each year of this forecast. The three lines in the graph are:

- Contributions line - Total sinking fund contributions per year.
- Expenses line – Total anticipated expenses in each year.
- Closing balance line – Shows the amount left in the fund bank account at the end of the year after all anticipated expenses have been allowed for.



What will happen if you stay with your current levy amount?

The table and graph below use the same information as on the previous page except they show the cash flow for the scheme if you do not vary your current levy amount.

15 Year Cash Flow Tracking Sheet

The table below shows the cash flow for the entirety of the forecast. In summary:

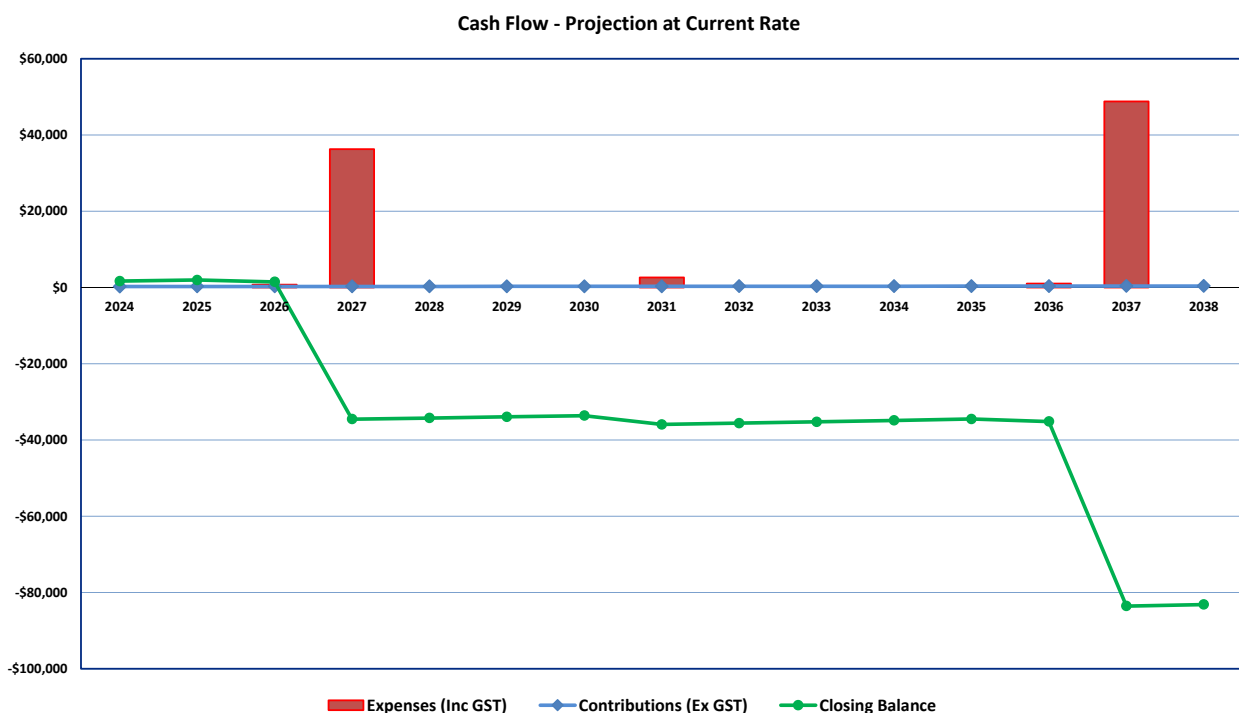
Opening Balance + Total Levy Contributions + Interest – Anticipated Expenses = Closing Balance

Year	Year To	Opening Balance	Total Levy Contributions (Exc. GST)	Interest (After Tax)	Anticipated Expenses (Inc. GST)	Closing Balance
1	31/07/2024	1,433.00	266.70	0.00	0.00	1,699.70
2	31/07/2025	1,699.70	274.70	0.00	0.00	1,974.40
3	31/07/2026	1,974.40	282.94	0.00	769.00	1,488.34
4	31/07/2027	1,488.34	291.43	0.00	36,303.00	-34,523.23
5	31/07/2028	-34,523.23	300.17	0.00	0.00	-34,223.06
6	31/07/2029	-34,223.06	309.18	0.00	0.00	-33,913.88
7	31/07/2030	-33,913.88	318.46	0.00	0.00	-33,595.42
8	31/07/2031	-33,595.42	328.01	0.00	2,635.00	-35,902.41
9	31/07/2032	-35,902.41	337.85	0.00	0.00	-35,564.56
10	31/07/2033	-35,564.56	347.99	0.00	0.00	-35,216.57
11	31/07/2034	-35,216.57	358.43	0.00	0.00	-34,858.14
12	31/07/2035	-34,858.14	369.18	0.00	0.00	-34,488.96
13	31/07/2036	-34,488.96	380.26	0.00	1,034.00	-35,142.70
14	31/07/2037	-35,142.70	391.67	0.00	48,788.00	-83,539.03
15	31/07/2038	-83,539.03	403.42	0.00	0.00	-83,135.61

15 Year Cash Flow Graph

The graph below tracks the 'Contributions' (the amount collected in levies), the projected 'Closing balance' of the sinking fund and the likely 'Expenses' for each year of this forecast. The three lines in the graph are:

- Contributions line - Total sinking fund contributions per year.
- Expenses line – Total anticipated expenses in each year.
- Closing balance line – Shows the amount left in the fund bank account at the end of the year after all anticipated expenses have been allowed for.



Anticipated Expenditures Table Year 1 - 15

This table shows when expenses will occur in the next 15 years. From left to right the columns are:

'Expenditure Items' - lists the different areas and items of expenditure.

'Current Cost' - shows the current maintenance expenditure costs in today's dollars.

Year 1 to 15 - shows the costs in the year in which they occur including the 'Assumed Rate of Inflation' compounded annually until the cost is due.

At the bottom on each column, there are three lines. Firstly, a **'Grand Total (Inc. GST)'** followed by a line calculating the **'Contingency Allowance (Inc. GST)'** for unforeseen and minor expenses and finally **'Total Expenses (Inc. GST)'** for that year. Please note: This page rounds figures to the nearest whole dollar.

Expenditure Item	Current Cost	Year 1 (2024)	Year 2 (2025)	Year 3 (2026)	Year 4 (2027)	Year 5 (2028)	Year 6 (2029)	Year 7 (2030)	Year 8 (2031)	Year 9 (2032)	Year 10 (2033)	Year 11 (2034)	Year 12 (2035)	Year 13 (2036)	Year 14 (2037)	Year 15 (2038)
1. BUILDING EXTERIOR																
Repaint selected external walls	4,240	-	-	-	4,633	-	-	-	-	-	-	-	-	-	6,227	-
Repaint ceilings	326	-	-	-	356	-	-	-	-	-	-	-	-	-	479	-
Repaint columns, trim and posts	8,862	-	-	-	9,684	-	-	-	-	-	-	-	-	-	13,014	-
Repaint downpipes	1,001	-	-	-	1,094	-	-	-	-	-	-	-	-	-	1,470	-
Repaint & seal eaves lining	4,315	-	-	-	4,715	-	-	-	-	-	-	-	-	-	6,337	-
Repaint timber door	1,075	-	-	-	1,175	-	-	-	-	-	-	-	-	-	1,579	-
Repair selected external walls (Total: 162 m2) - 5%	578	-	-	-	632	-	-	-	-	-	-	-	-	-	849	-
Replace signage	300	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Replace electrical switchboard (Unable to locate)	12,500	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sub Total (Incl. GST)		0	0	0	22,289	0	0	0	0	0	0	0	0	0	29,955	0
2. ROOFING																
Repair tiled roofing (Total: 760 m2) - 10%	4,828	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Repair tiled roof ridge capping (Total: 121 lm) - 10%	541	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Repaint eaves guttering	4,431	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Repaint fascia	5,347	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Repair fascia (Total: 169 lm) - 10%	605	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Repair eaves guttering (Total: 169 lm) - 10%	1,124	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sub Total (Incl. GST)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3. PRELIMINARIES																
Work access and site setup	2,500	-	-	-	2,732	-	-	-	-	-	-	-	-	-	3,671	-
Sub Total (Incl. GST)		0	0	0	2,732	0	0	0	0	0	0	0	0	0	3,671	0

Expenditure Item	Current Cost	Year 1 (2024)	Year 2 (2025)	Year 3 (2026)	Year 4 (2027)	Year 5 (2028)	Year 6 (2029)	Year 7 (2030)	Year 8 (2031)	Year 9 (2032)	Year 10 (2033)	Year 11 (2034)	Year 12 (2035)	Year 13 (2036)	Year 14 (2037)	Year 15 (2038)
4. CAR PARK, WALKWAYS & DRIVEWAY																
Repair concrete (Total: 390 m2) - 5%	1,313	-	-	-	-	-	-	-	1,615	-	-	-	-	-	-	-
Replace metal drainage grate	250	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Repaint concrete driveway	5,825	-	-	-	6,365	-	-	-	-	-	-	-	-	-	8,554	-
Sub Total (Incl. GST)		0	0	0	6,365	0	0	0	1,615	0	0	0	0	0	8,554	0
5. GARAGE DOORS																
Repaint Single Garage Door	178	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Replace garage doors - Standard	2,263	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sub Total (Incl. GST)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6. FENCING AND WALLS																
Replace mailbox	464	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Repair timber paling fences (50% shared cost) (Total: 99 lm) - 10%	671	-	-	712	-	-	-	-	825	-	-	-	-	957	-	-
Replace timber paling fences (50% shared cost)	6,644	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Repaint timber picket fences	730	-	-	-	798	-	-	-	-	-	-	-	-	-	1,072	-
Repaint blockwork wall	1,309	-	-	-	1,430	-	-	-	-	-	-	-	-	-	1,922	-
Sub Total (Incl. GST)		0	0	712	2,228	0	0	0	825	0	0	0	0	957	2,994	0
Grand Total (Incl. GST)		0	0	712	33,614	0	0	0	2,440	0	0	0	0	957	45,174	0
Contingency Allowance (Incl. GST)		0	0	57	2,689	0	0	0	195	0	0	0	0	77	3,614	0
Grand Total Expenses (Incl. Contingency Allowance and GST)		0	0	769	36,303	0	0	0	2,635	0	0	0	0	1,034	48,788	0

Building Data List from the Property Inspection for Tippendale Court

This table has all the data collected by the building inspector while inspecting the complex. The columns from left to right are:

'Items' – identifies and describes the maintenance item

'Qty' – lets you know the quantity of that item in scope

'Unit' – is the unit rate used to measure the quantity

'Rate' – is the cost of each unit in dollars

'Value' - is the quantity (Qty) multiplied by the Rate (\$)

'Next Due' - is the remaining life in years until an item needs money spent on it.

'Total Life' - is the total life of the item after it is replaced, repaired or repainted.

'Comments' - details any useful explanatory notes for the item.

Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Comments
1. BUILDING EXTERIOR							
Repaint selected external walls	162	m2	26.17	4,240.00	4	10	Ongoing painting program
Repaint ceilings	12	m2	27.13	326.00	4	10	Ongoing painting program
Repaint columns, trim and posts	211	1	42.00	8,862.00	4	10	Ongoing painting program
Repaint downpipes	33	lm	30.34	1,001.00	4	10	Ongoing painting program
Repaint & seal eaves lining	169	lm	25.53	4,315.00	4	10	Ongoing painting program
Repaint timber door	10	ea.	107.48	1,075.00	4	10	Ongoing painting program
Repair selected external walls (Total: 162 m2) - 5%	9	m2	64.25	578.00	4	10	Repair as required
Replace signage	6	ea.	50.00	300.00	18	30	Repair as required
Replace electrical switchboard (Unable to locate)	1	item	12,500.00	12,500.00	28	40	As required - Quotes required
2. ROOFING							
Repair tiled roofing (Total: 760 m2) - 10%	76	m2	63.53	4,828.00	38	10	Repair as required
Repair tiled roof ridge capping (Total: 121 lm) - 10%	13	lm	41.64	541.00	38	10	Repair as required
Repaint eaves guttering	169	lm	26.22	4,431.00	16	10	Ongoing painting program
Repaint fascia	169	lm	31.64	5,347.00	16	10	Ongoing painting program
Repair fascia (Total: 169 lm) - 10%	17	lm	35.56	605.00	16	10	Repair as required
Repair eaves guttering (Total: 169 lm) - 10%	17	lm	66.09	1,124.00	16	10	Repair as required
3. PRELIMINARIES							
Work access and site setup	1	item	2,500.00	2,500.00	4	10	As required - Quotes required
4. CAR PARK, WALKWAYS & DRIVEWAY							
Repair concrete (Total: 390 m2) - 5%	20	m2	65.67	1,313.00	8	10	Repair as required/ Estimate only - quotations required
Replace metal drainage grate	1	ea	250.00	250.00	18	30	As required
Repaint concrete driveway	225	m2	25.89	5,825.00	4	10	Ongoing painting program
5. GARAGE DOORS							
Repaint Single Garage Door	1	ea.	177.75	178.00	16	10	Ongoing painting program
Replace garage doors - Standard	1	ea.	2,262.93	2,263.00	28	40	Replace as required

Items	Qty	Unit	Rate (\$)	Value (\$)	Next Due	Total Life	Comments
6. FENCING AND WALLS							
Replace mailbox	6	ea.	77.34	464.00	18	30	Replace as required
Repair timber paling fences (50% shared cost) (Total: 99 lm) - 10%	10	lm	67.11	671.00	3	5	Repair as required
Replace timber paling fences (50% shared cost)	99	lm	67.11	6,644.00	28	40	Replace as required
Repaint timber picket fences	8	lm	91.25	730.00	4	10	Ongoing painting program
Repaint blockwork wall	50	m2	26.17	1,309.00	4	10	Ongoing painting program



Building Photo Section

Item Group

BUILDING EXTERIOR



Item Group**ROOFING****PRELIMINARIES**

Item Group**CAR PARK, WALKWAYS & DRIVEWAY****GARAGE DOORS**

Item Group**FENCING AND WALLS**

Inspector's Report for Tippendale Court

1. **INFLATION** - It is necessary to offset the effects of inflation on construction materials and labour costs and to ensure that adequate funds are available to provide for major works. These major works can frequently become necessary as the property ages but cannot be reliably forecast this far in advance. Based on historical data and current trends, we anticipate that construction and maintenance costs will increase by 50% every 15 years. The fund balance will be reviewed in light of current price levels and the state of the property at the time of each update.
2. **UPDATES** - We recommend that this report is updated every 3 years to ensure that it captures market variations and any changes to the property itself.
3. **ADMINISTRATION EXPENSES** - We assume that small repairs & improvements, regular maintenance items are financed via the administration fund and therefore are not included in this report.
4. **FINANCIAL YEAR ALREADY STARTED** - Starting levies in this report have already been set. Any adjustments will be made from the following financial year onwards.
5. **TREES** - Trees should be maintained below the height of guttering and clear of buildings wherever possible to prevent premature corrosion of the roof, flashings, gutters, and downpipes. Root systems should also be kept away from buildings, driveways and walkways to prevent structural damage. Removal of trees may be required in some cases.
6. **PAINT QUOTATIONS** - It is recommended that quotations are obtained for painting well in advance of when the work is to be carried out to allow for any shortfall or excess in funds. The costs estimated for painting are as accurate as possible but will vary from actual painting quotations.
7. **PAINT SERVICE-LIFE** - Paint serves to protect a surface as well as improving its appearance. Paint seals the surface from water, salt, or air pollutants. Although paint may hold its appearance for at least ten years before cracking and/or peeling occurs, it may become porous and lose its protective abilities before this point.
8. **PAINTED METAL** - Some painted metal items show signs of wear and/or damage. Repainting these items is recommended in the short term, but full replacement of these items should be considered and planned for well in advance.
9. **POWDER COAT REPAINT** - Powder coated surfaces have a lengthy maintenance-free period when new. After this period, these surfaces may be repainted to maintain their appearance. It is important to note that powder coated surfaces will require special preparation for repainting.
10. **ELEVATING WORKING PLATFORMS** - Funds allocated for elevating working platforms (EWP's) can be used for many types of access equipment including, but not limited to; scaffolding, boom lifts, cherry pickers, etc.
11. **BOUNDARY FENCES OR WALLS** - Maintenance of fences or walls between properties is regulated under the Neighbourhood Disputes (Dividing Fences and Trees) Act 2011, which states that neighbours have equal responsibility for dividing fences or walls (excluding retaining walls). As such, a 50% rate has been used for all maintenance work on boundary fences or walls.
12. **BOUNDARY RETAINING WALLS** - The law regarding retaining walls dividing properties is not settled and therefore the responsibility for maintaining them varies depending on a range of factors including who built the retaining wall, whose property it is on, and who benefits from its construction. For the purpose of this report we have presumed that the maintenance costs will be shared equally with neighbouring properties. As such, a 50% rate has been used for all maintenance work on boundary retaining walls.
13. **TILED ROOFS** - Tiled roofs may have a service life of 60 years or more with proper care and maintenance.
14. **HEIGHT ALLOWANCE** - Funds allocated for painting & remedial works can be used for many types of access equipment including, but not limited to scaffolding, boom lifts, cherry pickers, rope access, etc.
15. **ALUMINIUM** - Aluminium materials and structures may have a service life of 40 years or more with proper care and maintenance.

Report Notes

Sinking Fund Forecast (QLD)

This forecast satisfies the current requirements of Section 160 of the Body Corporate and Community Management (Standard Module) Regulation 2020. The Regulation states:-

160 Budgets

(1) The body corporate must, by ordinary resolution, adopt 2 budgets for each financial year -

- (a) the administrative fund budget*
- (b) the sinking fund budget*

(3) The sinking fund budget must-

- (a) allow for raising a reasonable capital amount both to provide for necessary and reasonable spending from the sinking fund for the financial year, and also to reserve an appropriate proportional share of amounts necessary to be accumulated to meet anticipated major expenditure over at least the next nine years after the financial year, having regard to-*
 - (i) anticipated expenditure of a capital or non-recurrent nature; and*
 - (ii) the periodic replacement of items of a major capital nature; and*
 - (iii) other expenditure that should reasonably be met from capital, and*
- (b) fix the amount to be raised by way of contribution to cover the capital amount mentioned in paragraph(a).*

THIS REPORT DEALS WITH THE SINKING FUND BUDGET.

Figures used and updates - The figures used in the forecast are typical for this type of building and normal usage. The Body Corporate has some discretion in the timing of most maintenance items. The purpose of this forecast is to ensure funds are available when required to cover foreseeable expenses.

Contingency - A contingency has been allowed for any unforeseen expenses. Please refer to the second page of the report.

Interest, Taxation and Inflation - The standard interest rate used by Solutions in Engineering is based on the Reserve Bank of Australia's (RBA) historical series for Cash Management and Online Savings Account interest rates for the past previous fifteen years. The company tax rate is applied to interest income unless Solutions in Engineering is advised that the Body Corporate is exempt from tax on external income. The standard inflation rate used by Solutions in Engineering is based upon the entire RBA historical series for Construction, Manufacturing and Property Services inflation, commencing March 1999. While historical figures are not an accurate predictor of specific future outcomes, over the life of this report (fifteen years), interest rates and inflation should approach long-term averages. Changes in economic conditions may affect the accuracy of these figures. This report should be updated at regular intervals to ensure that any such changes are taken into account.

Administration Budget - Items of a recurrent nature that are covered by the administration budget such as maintenance contract for lifts, fire protection equipment, air conditioners, cleaning and gardening are not included. Neither are items of a minor recurrent nature with varying life spans such as light bulbs and exit light battery packs.

Safety - The inspection does not cover safety issues.

Lifts - Due to the many types of lift contracts covering varying parts and aspects of lift maintenance, no allowance is made unless instructed by the Body Corporate Committee/Representative.

Fire Maintenance - We have assumed that the Fire Maintenance Contractor has covered the Fire Maintenance Items; no allowance is made unless instructed by the Body Corporate Committee/Representative.

Items with Indefinite Lives - There is no allowance for replacement of items that, if properly maintained, should last indefinitely, (unless otherwise requested by the body corporate); for example: sanitary fittings and lift carriage interiors. This forecast deals only with estimating the timing of physical obsolescence.

Improvements - The Body Corporate may resolve to undertake improvements not related to normal maintenance. No allowance has been made for these items unless instructed.

Defects - No allowance has been made for correction of defects resulting from faulty construction except where nominated in the report. The inspectors report summarises only issues observed during our inspection and is not a structural report.

Ongoing Maintenance Programs - The lives of some items overall may have been extended indefinitely due to the use of an ongoing maintenance program. When there is any doubt in our minds about how and when an item may need replacement or maintenance, we give control to the Body Corporate. With allowances for ongoing maintenance programs, allow funds to be available for maintenance, gradual replacement or in some cases accumulation of funds for total replacement in the long term. The lives of some items can vary considerably, especially with issues such as:

- Usage.
- Accidental damage to floor tiles, which may or may not be still available or in stock.
- Fences can be maintained and replaced gradually or all at once.
- Metal and Aluminium Balustrades can last anywhere between 10 and 50 years, depending on the original quality, coatings (painting) and maintenance.
- Concrete driveways that have been cracked but are still perfectly sound and serviceable.
- Pumps and Fans can last indefinitely or wear out relatively quickly. This often depends on the quality of internal construction and finish.

Updates - The forecast is made with the best available data at this time. The forecast should be upgraded at regular intervals. We recommend a minimum of bi-annual updates.

Your FREE amendment (conditions) - In order to ensure that this service is provided to all clients in an efficient and productive manner we ask that you fully review your report and list anything you would like changed in a single email allowing for the requested amendments to be dealt with in one effort. Due to the extra work involved and inefficiency created by an incomplete initial amendment request further amendments requests will be charged for based on the hours and effort required.

Supply terms and conditions - All services provided by Solutions in Engineering are supplied on the basis of **Supply Terms and Conditions** which are available from our Office and from our website www.solutionsinengineering.com

Please read the information and the notes on the Inspector's report to gain the most from this report.

BODY CORPORATE FOR TIPPENDALE COURT CTS 42773
42 Arthur Street, East Toowoomba Qld 4350



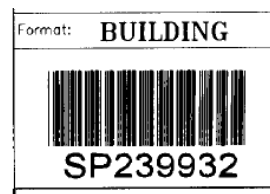
Key Dates

Date Scheme Registered	16 August 2011
Date on Certificate of Classification	Fire Separation Upgrade 20 June 2011 (indicative of when building was complete)
Building Classification	1a

Survey Plan Details

Survey Plan Number	Lots 1 to 6 on SP 239932
Type of Plan	Building * Format Plan

* meaning generally the body corporate is responsible to maintain the building



Staging Information

This complex was not staged from a titling point of view

Regulation Module

Standard Module

Courtyards – Lot 6 only

Exclusive Use Courtyards (owners must maintain their exclusive use courtyards **not** the body corporate per the by-laws)

Note: Do **not** do anything to your private yard or exclusive use courtyard that effects natural drainage eg paving
 Do **not** dig up your private yard or exclusive use courtyard – damage to common property services can happen

Carparking Entitlements

Garage – **Yes (1 x single garage)**

Outside car spaces – **Nil** (all outside spaces are visitor spaces)

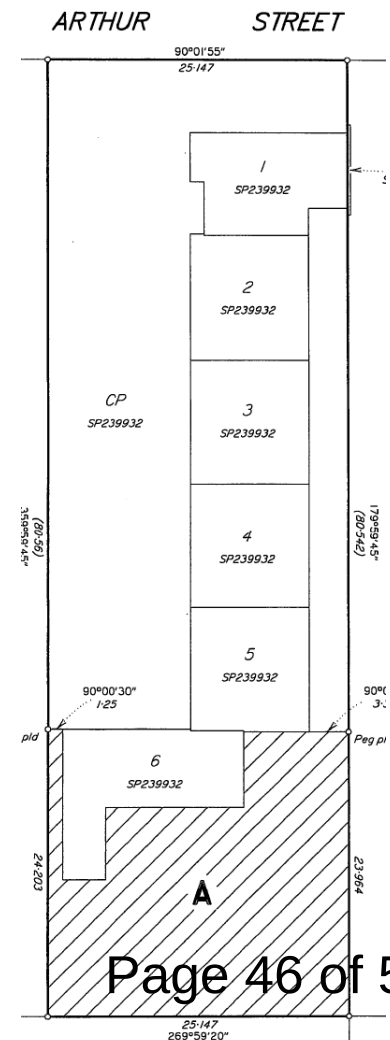
Is parking in the driveway or in front of garages permitted? **No**

Pets

Yes the by-laws are small pet friendly – refer by-laws for full conditions

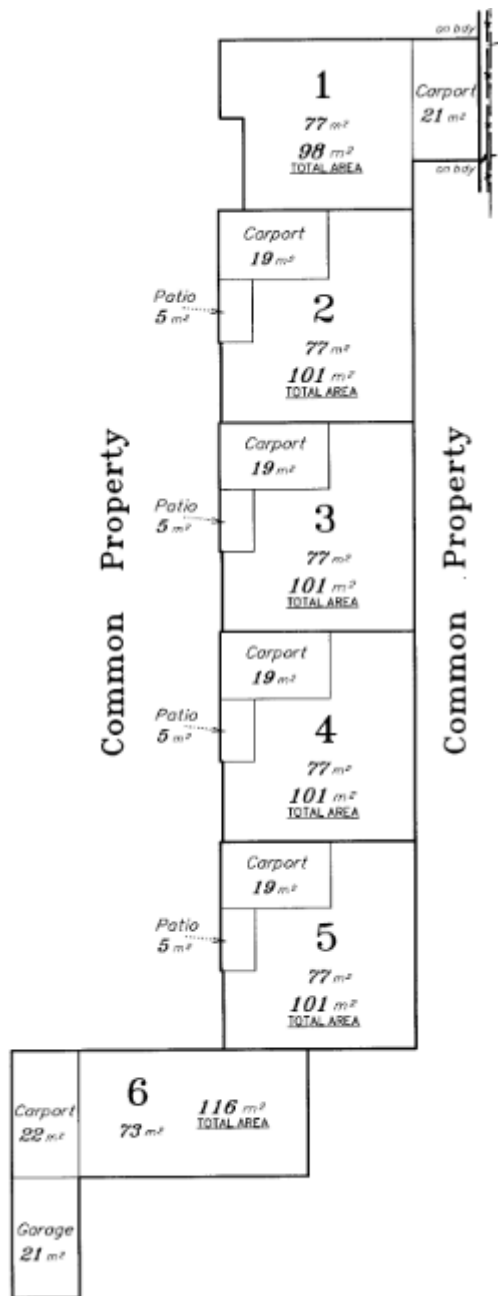
Bin Storage

Either fully within any bin enclosure(s) or within the unit ie in the garage or in the courtyard



Carport & Patio Ceilings

All carport ceilings form part of the lot and remain the responsibility of each owner to maintain.



Recent Major Works

Type of work	Contractor	Date	Amount
Roof repairs	 Roof Remedies QLD	13 June 2024	\$8,063.00
Paint gables		27 November 2023	\$1,397.00
Roof inspection		25 October 2023	\$1,295.00
Termite barrier	Razor Pest Control	9 October 2022	\$2,090.00
Roof repairs		18 November 2020	\$3,877.85
Termite damage repairs	 Toowoomba Building and Maintenance	22 January 2018	\$2,909.50
Burst poly pipe		7 March 2017	\$1,039.50
Replace gutters		5 October 2016	\$4,631.00
Clear drain blockage		5 January 2015	\$1,140.00
Pipe relining		2013	\$3,025.00
Fencing	D & C Blake	2012	\$2,596.00



STRATA COMMUNITY SCHEDULE

Please ensure that You carefully review this Schedule, including the Important Information section which outlines Your Duty to take reasonable care not to make a misrepresentation, together with Your PDS and Policy Wording.

THE INSURED

POLICY NUMBER	QRSC15005089
OUR REFERENCE	QTE10488639
PDS AND POLICY WORDING	Residential Strata Product Disclosure Statement and Policy Wording SCI034-Policy-RS-PPW-02/2021 Supplementary Product Disclosure Statement SCIA-036_SPDS_RSC-10/2021
THE INSURED SITUATION	Body Corporate for Tippendale Court Community Title Scheme 42773 42 Arthur Street, East Toowoomba, QLD, 4350
PERIOD OF INSURANCE	Commencement Date: 4:00pm on 31/08/2025 Expiry Date: 4:00pm on 31/08/2026
INTERMEDIARY	Toowoomba Strata Pty Ltd
ADDRESS	PO Box 2244, Toowoomba QLD, 4350
DATE OF ISSUE	20/08/2025

POLICY LIMITS / SUMS INSURED

SECTION 1	PART A	1. Building	\$2,082,578
		Common Area Contents	Not Included
	PART B	2. Terrorism Cover under Section 1 Part A2	Applies
		Loss of Rent/Temporary Accommodation	\$312,387
	OPTIONAL COVERS	1. Flood	Not Included
		2. Floating Floors	Not Included
SECTION 2	Liability		\$20,000,000
SECTION 3	Voluntary Workers		Included
SECTION 5	Fidelity Guarantee		\$100,000
SECTION 6	Office Bearers' Liability		Not Included
SECTION 7	Machinery Breakdown		Not Included
SECTION 8	Catastrophe		Not Included
SECTION 9	PART A	Government Audit Costs – Professional Fees	\$25,000
	PART B	Appeal Expenses	\$100,000
	PART C	Legal Defence Expenses	\$50,000
SECTION 10	Lot Owners' Fixtures and Improvements		\$300,000

EXCESS

You must pay or contribute the amount of any Excess and/or Contribution as specified below or in accordance with the relevant Section of the Policy wording for each claim. Should more than one Excess be payable for any claim arising from the one Event, such excesses will not be aggregated and the highest single level of Excess only will apply.

SECTION 1	\$1,000	Insured Property
SECTION 9	\$1,000	Legal Defence Expenses and 10% Contribution

PREMIUM

Base Premium	Levies	Premium GST	Stamp Duty	PREMIUM	Admin Fee	Admin Fee GST	TOTAL
\$3,336.73	\$0.00	\$333.67	\$330.33	\$4,000.73	\$200.00	\$20.00	\$4,220.73

Intermediary Commission	Intermediary Commission GST
\$667.35	\$66.73

This document has been issued by Strata Community Insurance Agencies Pty Ltd (ABN 72 165 914 009) and will be a tax invoice for GST purposes when you make a payment.

PAYMENT OPTIONS

The amount of \$4,220.73 is due by 31/08/2025.

Pay in 3 easy steps



Please check

- All documents
- Refer to 'Important Information' attached
- Advise us if anything needs changing



To make changes

- Please call 1300 SCINSURE (1300 724 678)
- Email yourcover@scinsure.com.au



To pay

- Follow the 'How to Pay' instructions, please contact us for further payment methods

How to Pay



DIRECT DEBIT – INSTALMENT

Please contact our office for Direct Debit Request and Agreement



EFT / DIRECT DEPOSIT

Strata Community Insurance Trust Account
Our Reference QTE10488639
ANZ Bank BSB: 012-013
Account number: 215745659



Telephone & Internet Banking - BPAY®

Please contact our office to get your unique reference code.

Biller Code: 236620

Ref: 104886394

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

More info: www.bpay.com.au



CHEQUE

Send your cheque, together with the payment slip below to:

Payable to: Strata Community Insurance
Mail to: PO Box 631, North Sydney, NSW, 2059



CREDIT CARD at

www.stratacommunityinsure.com.au

Invoice Number QTE10488639



**STRATA COMMUNITY
INSURANCE**

PAYMENT SLIP Please complete this slip for cheque payments only

Reference Number QTE10488639
The Insured Body Corporate for Tippendale Court
Community Title Scheme 42773
Address 42 Arthur Street
East Toowoomba
QLD 4350

Amount Due:

\$4,220.73

Amount paid:

\$

Please add amount paid

IMPORTANT INFORMATION

This Policy has been issued by Strata Community Insurance Agencies Pty Ltd ABN 72 165 914 009 AFS Licence No. 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFS Licence No. 234708. It forms part of Your contract of insurance and You should refer to it together with the Product Disclosure Statement and insurance Policy wording (PDS and Policy) to consider whether the benefits, terms, conditions and exclusions of your Policy remain relevant and suitable for Your needs and circumstances. The PDS and Policy are available from our website [www.stratacommunityinsure.com.au](http://stratacommunityinsure.com.au) this is also where You can locate Your workers compensation documentation (if applicable) <http://stratacommunityinsure.com.au/products/forms-documents/> alternatively You can contact us for a copy. If You have previously provided a Workers Compensation wages declaration and Your circumstances have changed please provide an updated wages declaration, which can also be found on our website.

Your Duty to take reasonable care not to make a misrepresentation

You must take reasonable care not to make a misrepresentation to Us. This responsibility applies until We issue You with a Policy for the first time or agree to renew, extend, vary/change, or reinstate Your Policy.

You must answer Our questions honestly, accurately and to the best of Your knowledge. A misrepresentation includes a statement that is false, partially false, or which does not fairly reflect the truth. It is not misrepresentation if You do not answer a question or if Your answer is obviously incomplete or irrelevant to the question asked.

The responsibility to take reasonable care not to make a misrepresentation applies to everyone who will be insured under the Policy. If You are answering questions on behalf of anyone, We will treat Your answers or representations as theirs.

Whether or not You have taken reasonable care not to make a misrepresentation is to be determined having regard to all relevant circumstances, including the type of insurance, who it is intended to be sold to, whether You are represented by a broker, Your particular characteristics and circumstances We are aware of.

If You do not meet the above Duty, We may reject or not fully pay Your claim and/or cancel Your Policy. If the misrepresentation was deliberate or reckless, this is an act of fraud, and We may treat Your Policy as if it never existed.

If Our information or questions are unclear, You can contact Strata Community Insurance on 1300 724 678 or visit stratacommunityinsure.com.au.

Cooling Off Period

You have 21 days after buying or renewing Your Policy to decide if it meets Your needs and You wish to continue. If You notify Us within this period that You wish to cancel Your Policy as from its start date, we will refund Your premium less any government taxes or duties that are non-refundable or remain payable by Us but we will not refund any Policy administration or instalment fees. This cooling off right does not apply if You have made or are entitled to make a claim. Even after the cooling off period ends You still have cancellation rights, however we may deduct certain amounts from any refund (see "Cancelling Your Policy" in the PDS and Policy).

Claims made notice

Section 6 of the Policy operates on a 'claims made and notified' basis. This means that, subject to the provisions of Section 6, where You give notice in writing to Us of any facts that might give rise to a claim against You as soon as reasonably practicable after You become aware of those facts but before the expiry of the Period of Insurance, You may have rights under Section 40(3) of the *Insurance Contracts Act 1984* (Cth) to be indemnified in respect of any claim subsequently made against You arising from those facts notwithstanding that the claim is made after the expiry of the Period of Insurance.

Any such rights arise under the legislation only, in that the terms of the Policy and the effect of the Section, subject to the continuous cover special conditions, is that You are not covered for claims made against You after the expiry of the Period of Insurance.



CERTIFICATE OF CURRENCY

THE INSURED

POLICY NUMBER	QRSC15005089
PDS AND POLICY WORDING	Residential Strata Product Disclosure Statement and Policy Wording SCI034-Policy-RS-PPW-02/2021 Supplementary Product Disclosure Statement SCIA-036_SPDS_RSC-10/2021
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DATE OF ISSUE	20/08/2025

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	OPTIONAL COVERS	1. Flood	Not Included
		2. Floating Floors	Not Included
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SECTION 6	Office Bearers' Liability		Not Included
SECTION 7	Machinery Breakdown		Not Included
SECTION 8	Catastrophe		Not Included
SECTION 9	PART A	Government Audit Costs – Professional Fees	\$25,000
	PART B	Appeal Expenses	\$100,000
	PART C	Legal Defence Expenses	\$50,000
SECTION 10	Lot Owners' Fixtures and Improvements		\$300,000
SECTION 11	Loss of Lot Market Value		Not Included

This certificate of currency has been issued by Strata Community Insurance Agencies Pty Ltd, ABN 72 165 914 009, AFSL 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFSL 234708 and confirms that on the Date of Issue a policy existed for the Period of Insurance and sums insured shown herein. The Policy may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this notice without further notice to the holder of this notice. It is issued as a matter of information only and does not confer any rights on the holder.

This certificate does not amend, extend, replace, negate or override the benefits, terms, conditions and exclusions as described in the Schedule documents together with the Product Disclosure Statement and insurance policy wording.

Balance Sheet - C.T.S. 42773

"TIPPENDALE COURT"

42 ARTHUR STREET, EAST TOOWOOMBA, QLD 4350

For the Financial Period 01/08/2024 to 31/07/2025

FINAL

	Administrative	Sinking	TOTAL THIS YEAR
Assets			
Cash At Bank ITO SP42773	\$111.93	\$7,497.06	\$7,608.99
Total Assets	\$111.93	\$7,497.06	\$7,608.99
Liabilities			
Levies Paid in Advance	\$1,679.23	\$100.01	\$1,779.24
Total Liabilities	\$1,679.23	\$100.01	\$1,779.24
Net Assets	\$(1,567.30)	\$7,397.05	\$5,829.75
Owners Funds			
Opening Balance	\$(2,426.18)	\$6,901.54	\$4,475.36
Net Income For The Period	\$858.88	\$495.51	\$1,354.39
Total Owners Funds	\$(1,567.30)	\$7,397.05	\$5,829.75

Income and Expenditure Statement - C.T.S. 42773 "TIPPENDALE COURT"

42 ARTHUR STREET, EAST TOOWOOMBA, QLD 4350

For the Financial Period 01/08/2024 to 31/07/2025

FINAL

Administrative Fund

	TOTAL THIS YEAR	Last Year Actual
Income		
Bank Interest	\$11.48	\$25.63
Levy Income	\$15,500.34	\$14,099.70
Levy Income Prompt Payment Discount	\$(1,526.24)	\$(1,338.24)
Total Administrative Fund Income	\$13,985.58	\$12,787.09
Expenses		
Bank Charges	\$0.00	\$0.00
Body Corporate Management	\$1,732.83	\$1,915.16
Garden & Lawn Maintenance	\$4,744.50	\$3,308.00
Insurance	\$3,790.72	\$3,648.68
Photocopying, Postage etc	\$232.25	\$222.74
Preparation of Tax Return	\$180.00	\$180.00
Repairs & Maintenance	\$2,374.40	\$4,343.90
Software Licensing Charge (inc Electronic Voting)	\$72.00	\$72.00
Total Administrative Fund Expenses	\$13,126.70	\$13,690.48
Administrative Fund Surplus/Deficit	\$858.88	\$(903.39)
Opening Balance for the period	\$(2,426.18)	\$(1,522.79)
Closing Balance for the period	\$(1,567.30)	\$(2,426.18)

Income and Expenditure Statement - C.T.S. 42773 "TIPPENDALE COURT"

42 ARTHUR STREET, EAST TOOWOOMBA, QLD 4350

For the Financial Period 01/08/2024 to 31/07/2025

FINAL

Sinking Fund

	TOTAL THIS YEAR	Last Year Actual
Income		
Levy Income	\$2,499.96	\$1,566.60
Levy Income Prompt Payment Discount	\$(230.45)	\$(147.45)
Total Sinking Fund Income	\$2,269.51	\$1,419.15
Expenses		
Building Maintenance & Improvements	\$880.00	\$0.00
Insurance Valuation Report	\$0.00	\$385.00
Pest Control - Sinking	\$300.00	\$0.00
Plumbing Maintenance & Improvements	\$594.00	\$0.00
Roof Maintenance	\$0.00	\$9,358.00
Sinking Fund Assessment Report	\$0.00	\$538.00
Sinking Funding Provision	\$0.00	\$0.00
Total Sinking Fund Expenses	\$1,774.00	\$10,281.00
Sinking Fund Surplus/Deficit	\$495.51	\$(8,861.85)
Opening Balance for the period	\$6,901.54	\$15,763.39
Closing Balance for the period	\$7,397.05	\$6,901.54

OWNER TRANSACTION SUMMARY from 01/11/25 to 31/10/26
All Schedules

C.T.S.: 42773	Units: 6	Lots: 6
Building Address: 42 ARTHUR STREET		
:		
Suburb: EAST TOOWOOMBA	State: QLD	Post Code: 4350
Building Name: TIPPENDALE COURT	ABN: 32 260 359 791	
GST?: No	Manager: Coral Tranter	
Lot#: 4	Unit#: 4	Units of Entitlement: 1
Owner Name: Kim Amanda Exmann	Contribution Schedule: 1	Paid To: 31/07/26

Interest Schedule: 1

Levies									
Due Date	Reference	Details	Total Due	Paid	Discount	Unpaid	Arrears	Interest Due	GST
30/11/25	236	Standard Levy Contribution Schedule from 01/11/2025 to 31/01/2026	\$888.90	\$888.90	\$88.90	\$0.00	\$0.00	\$0.00	\$0.00
		FULLY PAID							
		Admin	\$605.57	\$605.57	\$60.55	\$0.00	\$0.00	\$0.00	\$0.00
		Sinking	\$283.33	\$283.33	\$28.35	\$0.00	\$0.00	\$0.00	\$0.00
11/12/25	251	Bitumen Driveway Maintenance approved at AGM held on 29th October 2025	\$4,405.00	\$4,405.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		FULLY PAID							
		Admin	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		Sinking	\$4,405.00	\$4,405.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
28/02/26	237	Standard Levy Contribution Schedule from 01/02/2026 to 30/04/2026	\$888.90	\$888.90	\$88.90	\$0.00	\$0.00	\$0.00	\$0.00
		FULLY PAID							
		Admin	\$605.57	\$605.57	\$60.55	\$0.00	\$0.00	\$0.00	\$0.00
		Sinking	\$283.33	\$283.33	\$28.35	\$0.00	\$0.00	\$0.00	\$0.00
31/05/26	238	Standard Levy Contribution Schedule from 01/05/2026 to 31/07/2026	\$888.90	\$888.90	\$88.90	\$0.00	\$0.00	\$0.00	\$0.00
		FULLY PAID							
		Admin	\$605.57	\$605.57	\$60.55	\$0.00	\$0.00	\$0.00	\$0.00
		Sinking	\$283.33	\$283.33	\$28.35	\$0.00	\$0.00	\$0.00	\$0.00
31/08/26	239	Standard Levy Contribution Schedule from 01/08/2026 to 31/10/2026	\$888.90	\$0.00	\$0.00	\$888.90	\$0.00	\$0.00	\$0.00
		UNPAID							
		Admin	\$605.57	\$0.00	\$0.00	\$605.57	\$0.00	\$0.00	\$0.00
		Sinking	\$283.33	\$0.00	\$0.00	\$283.33	\$0.00	\$0.00	\$0.00
Levy Totals for the Period 01/11/25 to 31/10/26			\$7,960.60	\$7,071.70	\$266.70	\$888.90	\$0.00	\$0.00	\$0.00

Receipts									
Date	Reference	Details	Admin	Sinking	Total	Discount	Interest Paid	GST	

Levy Table		
FULLY PAID	the levy has been paid in full	Review levy period if settlement adjustments are needed
PARTIALLY PAID	the levy has been partially paid but not overdue yet	Review levy period if settlement adjustments are needed
PAID IN ADVANCE	The levy has been paid in advance	Review levy period if settlement adjustments are needed
OVERDUE	the levy is either owing or partly owing and past the due date	Must be taken into account at settlement
UNPAID	the levy is <u>not</u> past its due date	Review periods as may need to be taken into account at settlement
Total Due: \$x.xx as at dd/mm/yy = only what is past the due date		

OWNER TRANSACTION SUMMARY from 01/11/25 to 31/10/26
All Schedules

C.T.S.: 42773	Units of Entitlement: 1	Paid To: 31/07/26
Lot#: 4 Unit#: 4	Contribution Schedule: 1	
Owner Name: Kim Amanda Exmann	Interest Schedule: 1	Interest: \$0.00
		Total Due: \$0.00 as at 08/06/26

Receipts(Continued)								
Date	Reference	Details	Admin	Sinking	Total	Discount	Interest Paid	GST
11/11/25	423	Standard Levy Contribution Schedule for 01/11/2025 to 31/01/2026 Receipt; bpay-payment - DEFT Bpay 0000002895	\$605.57	\$283.33	\$888.90	\$88.90	\$0.00	\$0.00
24/11/25	428	Bitumen Driveway Maintenance approved at AGM held on 29th October 2025 Receipt; bpay-payment - DEFT Bpay 0000002895	\$0.00	\$4,405.00	\$4,405.00	\$0.00	\$0.00	\$0.00
02/03/26	451	Standard Levy Contribution Schedule for 01/02/2026 to 30/04/2026 Receipt; bpay-payment - DEFT Bpay 0000002895	\$605.57	\$283.33	\$888.90	\$88.90	\$0.00	\$0.00
08/05/26	463	Standard Levy Contribution Schedule for 01/05/2026 to 31/07/2026 Receipt; bpay-payment - DEFT Bpay 0000002895	\$605.57	\$283.33	\$888.90	\$88.90	\$0.00	\$0.00
Receipt Totals for the Period 01/11/25 to 31/10/26			\$1,816.71	\$5,254.99	\$7,071.70	\$266.70	\$0.00	\$0.00

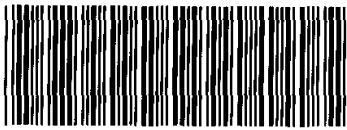
QUEENSLAND LAND REGISTRY
Land Title Act 1994, Land Act 1994 and Water Act 2000

GENERAL REQUEST

Duty Imprint

FORM 14 Version 4
Page 1 of 1

[WITHDRAWN & RE-ENTERED - 15/8/11]
~~713972407~~



714008565

\$127.90

\$127.90

12/08/2011 13:58

TA 460

1. Nature of request

Request to record First Community
Management Statement for Tippendale
Court Community Titles Scheme

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

Murdoch Lawyers
PO Box 963
Toowoomba QLD 4350
carolyn@murdochs.com.au

Lodger

Code

TA964

2. Lot on Plan Description	County	Parish	Title Reference
LOT 133 ON CP D1041	AUBIGNY	DRAYTON	11696196

3. Registered Proprietor/State Lessee
ACORA PTY LTD ACN 079 041 704

4. Interest

FEE SIMPLE

5. Applicant

ACORA PTY LTD ACN 079 041 704

6. Request

I hereby request that: the First CMS deposited herewith be recorded as the Community Management Statement for Tippendale Court Community Titles Scheme and that C/- Toowoomba Strata Title Management Pty Ltd, PO Box 2244, Toowoomba QLD 4350 be recorded as the address for service of the body corporate of the scheme.

7. Execution by applicant

21 / 7 / 2011

Execution Date

Applicant's or Solicitor's Signature

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

ANTHONY DOUGLAS RANDALL
SOLICITOR

42773

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

Office use only

CMS LABEL NUMBER

1. Name of community titles scheme Tippendale Court Community Titles Scheme	2. Regulation module Standard Module												
3. Name of body corporate Body Corporate for Tippendale Court Community Titles Scheme													
4. Scheme land <table border="1"> <thead> <tr> <th>Description of Lot</th> <th>County</th> <th>Parish</th> <th>Title Reference</th> </tr> </thead> <tbody> <tr> <td>Common Property of Tippendale Court CTS</td> <td>Aubigny</td> <td>Drayton</td> <td>11696196 previous</td> </tr> <tr> <td>Lots 1 to 6 on SP 239932</td> <td>Aubigny</td> <td>Drayton</td> <td>11696196 previous</td> </tr> </tbody> </table>		Description of Lot	County	Parish	Title Reference	Common Property of Tippendale Court CTS	Aubigny	Drayton	11696196 previous	Lots 1 to 6 on SP 239932	Aubigny	Drayton	11696196 previous
Description of Lot	County	Parish	Title Reference										
Common Property of Tippendale Court CTS	Aubigny	Drayton	11696196 previous										
Lots 1 to 6 on SP 239932	Aubigny	Drayton	11696196 previous										
5. Name and address of original owner # Acora Pty Ltd A.C.N. 079 041 704 239 McGovern Road HEADINGTON HILL QLD 4361	6. Reference to plan lodged with this statement Survey Plan 239932												
# first community management statement only													
7. Local Government community management statement notation  <u>S.W. SOMERS, GENERAL MANAGER, PLANNING & DEVELOPMENT GROUP</u> <u>TOOLOOMBA REGIONAL COUNCIL</u> signed name and designation name of Local Government													
8. Execution by original owner/Consent of body corporate Execution Date <u>19-05-2011</u> * Execution													

ACORA PTY LTD
 ACN 079 041 704
 Al Jensen Sole Director

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

Privacy Statement

Collection of this information is authorised by the Body Corporate and Community Management 1997 and is used to maintain the publicly searchable registers in the land registry. For more information about privacy in NR & W see <http://www.nrw.qld.gov.au/about/privacy/index.html>

**SCHEDULE / ENLARGED PANEL /
ADDITIONAL PAGE / DECLARATION**

Title Reference 11696196

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 1 on SP 239932	1	1
Lot 2 on SP 239932	1	1
Lot 3 on SP 239932	1	1
Lot 4 on SP 239932	1	1
Lot 5 on SP 239932	1	1
Lot 6 on SP 239932	1	1

TOTALS	6	6
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Section 66(1)(db)(i) – Statement regarding the Contribution Schedule Principal

The Contribution Schedule Principal under Section 46(7) on which the contribution schedule lot entitlements have been decided is the "Equality Principal".

Section 66(dc)(i) – Statement regarding Interest Schedule Lot Entitlements

The interest schedule lot entitlements reflect the respective market values of the lots.

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

No further development intended.

Section 66 (1) (f) & (g) of the Body Corporate and Community Management Act 1997 is not applicable

SCHEDULE C BY-LAWS

1 Noise

The occupier of a lot must not create noise likely to interfere with the peaceful enjoyment of a person lawfully on another lot or the common property.

2 Vehicles

(1) The occupier of a lot must not -

- (a) park a vehicle, or allow a vehicle to stand, in a regulated parking area; or
- (b) without the approval of the body corporate, park a vehicle, or allow a vehicle to stand, on any other part of the common property; or
- (c) permit an invitee to park a vehicle, or allow a vehicle to stand, on the common property, other than in a regulated parking area.

(2) An approval under subsection (1)(b) must state the period for which it is given.

(3) The body corporate may cancel the approval by giving 7 days written notice to the occupier.

Title Reference 11696196

- (4) In this section -

regulated parking area means an area of scheme land designated as being available for use, by invitees of occupiers of lots included in the scheme, for parking vehicles.

3 Obstruction

The occupier of a lot must not obstruct the lawful use of the common property by someone else.

4 Damage to lawns etc.

- (1) The occupier of a lot must not, without the body corporate's written approval -

- (a) damage a lawn, garden, tree, shrub, plant or flower on the common property; or
- (b) use a part of the common property as a garden.

- (2) An approval under subsection (1) must state the period for which it is given.

- (3) However, the body corporate may cancel the approval by giving 7 days written notice to the occupier.

5 Damage to common property

- (1) An occupier of a lot must not, without the body corporate's written approval, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the common property.

- (2) However, an occupier may install a locking or safety device to protect the lot against intruders, or a screen to prevent entry of animals or insects, if the device or screen is soundly built and is consistent with the colour, style and materials of the building.

- (3) The owner of a lot must keep a device installed under subsection (2) in good order and repair.

6 Behaviour of invitees

An occupier of a lot must take reasonable steps to ensure that the occupier's invitees do not behave in a way likely to interfere with the peaceful enjoyment of another lot or someone else's peaceful enjoyment of the common property.

7 Leaving of rubbish etc. on the common property

The occupier of a lot must not leave rubbish or other materials on the common property in a way or place likely to interfere with the enjoyment of the common property by someone else.

8 Appearance of lot

- (1) The occupier of a lot must not, without the body corporate's written approval, make a change to the external appearance of the lot unless the change is minor and does not detract from the amenity of the lot and its surrounds.

- (2) The occupier of a lot must not, without the body corporate's written approval -

- (a) hang washing, bedding, or another cloth article if the article is visible from another lot or the common property, or from outside the scheme land; or
- (b) display a sign, advertisement, placard, banner, pamphlet or similar article if the article is visible from another lot or the common property, or from outside the scheme land.

Title Reference 11696196

- (3) Subsection (2)(b) does not apply to a real estate advertising sign for the sale or letting of the lot if the sign is of a reasonable size.

- (4) This section does not apply to a lot created under a standard format plan of subdivision.

9 Storage of flammable materials

- (1) The occupier of a lot must not, without the body corporate's written approval, store a flammable substance on the common property.

- (2) The occupier of a lot must not, without the body corporate's written approval, store a flammable substance on the lot unless the substance is used or intended for use for domestic purposes.

- (3) However, this section does not apply to the storage of fuel in -

- (a) the fuel tank of a vehicle, boat, or internal combustion engine; or
- (b) a tank kept on a vehicle or boat in which the fuel is stored under the requirements of the law regulating the storage of flammable liquid.

10 Garbage disposal

- (1) Unless the body corporate provides some other way of garbage disposal, the occupier of a lot must keep a receptacle for garbage in a clean and dry condition and adequately covered on the lot, or on a part of the common property designated by the body corporate for the purpose.

- (2) The occupier of a lot must -

- (a) comply with all of the following laws about the disposal of garbage—
 - (i) if the lot is in an urban development area—UDA by-laws, and any local laws that apply;
 - (ii) if the lot is not in an urban development area—local laws; and
- (b) ensure that the occupier does not, in disposing of garbage, adversely affect the health, hygiene or comfort of the occupiers of other lots.

11 Keeping of animals

- (1) The occupier of a lot must not, without the body corporate's written approval—

- (a) bring or keep an animal on the lot or the common property; or
- (b) permit an invitee to bring or keep an animal on the lot or the common property.

- (2) The occupier must obtain the body corporate's written approval before bringing, or permitting an invitee to bring, an animal onto the lot or the common property.

- (3) An occupier may, notwithstanding by-laws 11(1) and 11(2), keep either a small cat or a small dog on the following terms and conditions:-

- (a) the small cat or small dog must be kept completely within the lot and must be prevented from wandering onto common property; and
- (b) the small cat or small dog must be kept and managed in accordance with all relevant Local Authority's or Council's By-laws in relation to the keeping of cats and dogs generally; and
- (c) the small cat or small dog must not create noise likely to interfere with the peaceful enjoyment of a person lawfully on another lot or the common property; and

**SCHEDULE / ENLARGED PANEL /
ADDITIONAL PAGE / DECLARATION**

Title Reference 11696196

- (d) in the event a cat or dog kept pursuant to this by-law was to defecate on the common property or another owners lot the owner of offending cat or dog must appropriately clean up after it.
- (4) An occupier may, notwithstanding by-laws 11(1) and 11(2), keep fish, birds and other common household pets on the following terms and conditions:-
- (a) the animals must be kept completely within the lot and must be prevented from wandering onto common property; and
- (b) the animals must be kept and managed in accordance with all relevant Local Authority's or Council's By-laws in relation to the keeping of animals; and
- (c) the animals must not create noise likely to interfere with the peaceful enjoyment of a person lawfully on another lot or the common property; and
- (d) in the event an animal kept pursuant to this by-law was to defecate on the common property or another owners lot the owner of offending animal must appropriately clean up after it.

12 Exclusive Use – Courtyards

- (1) The owners of lots have exclusive use of courtyard areas on the common property identified in Schedule E and on the attached plan marked A.
- (2) An owner with an exclusive use courtyard area is liable, in respect of that exclusive use courtyard area, for the maintenance of and operating costs of the exclusive use courtyard area (excluding any common utility infrastructure contained within the exclusive use courtyard area).
- (3) An owner with an exclusive use courtyard area must not damage, dig-up, block, obstruct, hinder etc any common utility infrastructure contained within the exclusive use courtyard area.
- (4) An owner with an exclusive use courtyard area must allow the body corporate or another owner appropriate access to service and maintain any common utility infrastructure contained within the exclusive use courtyard area.
- (5) An owner with an exclusive use courtyard area must allow the body corporate or another owner appropriate access to read and maintain any electricity or other utility meter contained within the exclusive use courtyard area.

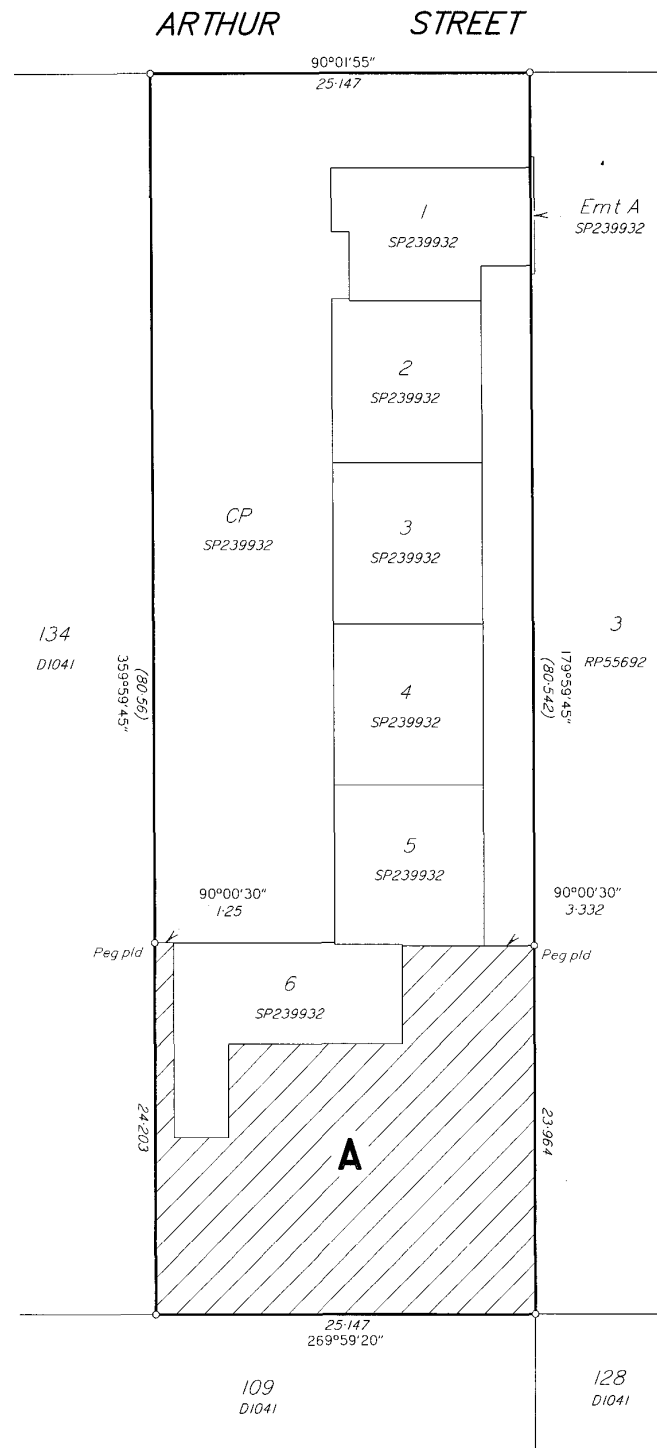
SCHEDULE D	OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED
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Not applicable

SCHEDULE E	DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY
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Lot on Plan	Exclusive Use of Common Property	Use
Lot 6 on SP 239932	Area A on attached sketch plan marked A	Courtyard

EXCLUSIVE USE PLAN A – "TIPPENDALE COURT"



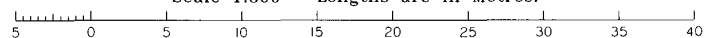
EXCLUSIVE USE AREAS FOR LOTS 1-6 ON SP239932

I, Peter Thomas Eaton, Cadastral Surveyor, certify that the information shown on this sketch is correct.

PTE
CADASTRAL SURVEYOR

DATE 19-4-11

Scale 1:300 - Lengths are in Metres.



UNIT	EXCLUSIVE USE	AREA (sqm)
6	A	485