



WALLACE DAVIES  
SOLICITORS

***Form 2 Seller Disclosure  
Statement***

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[www.wallacedavies.com](http://www.wallacedavies.com)

# 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 John Christopher Hacking

Property address 3/146 Prince Edward Parade,

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

Scarborough, QLD 4020

Lot on plan description Lot 3 on SP164102

Title Reference: 50610902

Community titles scheme  
or BUGTA scheme:

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

☒ **Yes**

☐ **No**

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

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

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

### Title details

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

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

☒ **Yes**

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

☒ **Yes**

|                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|---------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Registered encumbrances</b>                                      | <p>Registered encumbrances, if any, are recorded on the title search, and may affect your use of the property. Examples include easements, statutory covenants, leases and mortgages.</p> <p>You should seek legal advice about your rights and obligations before signing the contract.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Unregistered encumbrances (excluding statutory encumbrances)</b> | <p>There are encumbrances not registered on the title that will continue <input type="checkbox"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b> to affect the property after <b>settlement</b>.</p> <p><b>Note</b>—If the property is part of a community titles scheme or a BUGTA scheme it may be subject to and have the benefit of statutory easements that are <b>NOT</b> required to be disclosed.</p> <p><b>Unregistered lease (if applicable)</b></p> <p>If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows:</p> <p>» the start and end day of the term of the lease: <input type="text"/></p> <p>» the amount of rent and bond payable: <input type="text"/></p> <p>» whether the lease has an option to renew: <input type="text"/></p> <p><b>Other unregistered agreement in writing (if applicable)</b></p> <p>If the unregistered encumbrance is created by an agreement in writing, and is not an unregistered lease, a copy of the agreement is given, together with relevant plans, if any. <input type="checkbox"/> <b>Yes</b></p> <p><b>Unregistered oral agreement (if applicable)</b></p> <p>If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows:</p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div> |
| <b>Statutory encumbrances</b>                                       | <p>There are statutory encumbrances that affect the property. <input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b></p> <p><i>If <b>Yes</b>, the details of any statutory encumbrances are as follows:</i></p> <div style="border: 1px solid black; padding: 5px;"> <p>Building Management Statement No 709515780 12.04.2006 at 11:35 benefiting and burdening the lot.</p> <p>All statutory rights relating to water supply, sewerage, drainage, electricity, telephone, and other services in, passing through, or over the property, whether or not protected by registered easement.</p> </div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Residential tenancy or rooming accommodation agreement</b>       | <p>The property has been subject to a residential tenancy agreement or a rooming accommodation agreement under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> during the last 12 months. <input type="checkbox"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b></p> <p>If <b>Yes</b>, when was the rent for the premises or each of the residents' rooms last increased? (<i>Insert date of the most recent rent increase for the premises or rooms</i>) <input type="text"/></p> <p><b>Note</b>—Under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> the rent for a residential premises may not be increased earlier than 12 months after the last rent increase for the premises.</p> <p>As the owner of the property, you may need to provide evidence of the day of the last rent increase. You should ask the seller to provide this evidence to you prior to settlement.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

## Part 3 – Land use, planning and environment

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

|                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |  |
|---------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| <b>Zoning</b>                                     | <p>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>:</p> <div style="border: 1px solid black; padding: 5px; width: fit-content;">General Residential - Next Generation Neighbourhood</div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |  |
| <b>Transport proposals and resumptions</b>        | <p>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. <span style="float: right;"><input type="checkbox"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b></span></p> <p>The lot is affected by a notice of intention to resume the property or any part of the property. <span style="float: right;"><input type="checkbox"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b></span></p> <p><i>If <b>Yes</b>, a copy of the notice, order, proposal or correspondence must be given by the seller.</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |  |
| <b>Contamination and environmental protection</b> | <p>The property is recorded on the Environmental Management Register or the Contaminated Land Register under the <i>Environmental Protection Act 1994</i>. <span style="float: right;"><input type="checkbox"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b></span></p> <p><b>The following notices are, or have been, given:</b></p> <p>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). <span style="float: right;"><input type="checkbox"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b></span></p> <p>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). <span style="float: right;"><input type="checkbox"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b></span></p> <p>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). <span style="float: right;"><input type="checkbox"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b></span></p> |  |  |
| <b>Trees</b>                                      | <p>There is a tree order or application under the <i>Neighbourhood Disputes (Dividing Fences and Trees) Act 2011</i> affecting the property. <span style="float: right;"><input type="checkbox"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b></span></p> <p><i>If <b>Yes</b>, a copy of the order or application must be given by the seller.</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |  |
| <b>Heritage</b>                                   | <p>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). <span style="float: right;"><input type="checkbox"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b></span></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |  |
| <b>Flooding</b>                                   | <p>Information about whether the property is affected by flooding or another natural hazard or within a natural hazard overlay can be obtained from the relevant local government and you should make your own enquires. Flood information for the property may also be available at the <a href="#">FloodCheck Queensland</a> portal or the <a href="#">Australian Flood Risk Information</a> portal.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |  |
| <b>Vegetation, habitats and protected plants</b>  | <p>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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |  |  |



## Part 4 – Buildings and structures

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

|                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                   |                                                                                                                                                                                    |
|------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Swimming pool</b>                                       | <p>There is a relevant pool for the property.</p> <p>If a community titles scheme or a BUGTA scheme – a shared pool is located in the scheme.</p> <p>Pool compliance certificate is given.</p> <p>OR</p> <p>Notice of no pool safety certificate is given.</p>                                                                                                                                                                                                                                                                                                                               | <p><input type="checkbox"/> <b>Yes</b></p> <p><input checked="" type="checkbox"/> <b>Yes</b></p> <p><input checked="" type="checkbox"/> <b>Yes</b></p> <p><input type="checkbox"/> <b>Yes</b></p> | <p><input checked="" type="checkbox"/> <b>No</b></p> <p><input type="checkbox"/> <b>No</b></p> <p><input type="checkbox"/> <b>No</b></p> <p><input type="checkbox"/> <b>No</b></p> |
| <b>Unlicensed building work under owner builder permit</b> | <p>Building work was carried out on the property under an owner builder permit in the last 6 years.</p> <p><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></p>                                                                                                                                                                                                                                            | <p><input type="checkbox"/> <b>Yes</b></p>                                                                                                                                                        | <p><input checked="" type="checkbox"/> <b>No</b></p>                                                                                                                               |
| <b>Notices and orders</b>                                  | <p>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.</p> <p>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.</p> <p><i>If <b>Yes</b>, a copy of the notice or order must be given by the seller.</i></p>                                           | <p><input type="checkbox"/> <b>Yes</b></p> <p><input type="checkbox"/> <b>Yes</b></p>                                                                                                             | <p><input checked="" type="checkbox"/> <b>No</b></p> <p><input checked="" type="checkbox"/> <b>No</b></p>                                                                          |
| <b>Building Energy Efficiency Certificate</b>              | <p>If the property is a commercial office building of more than 1,000m<sup>2</sup>, a Building Energy Efficiency Certificate is available on the Building Energy Efficiency Register.</p>                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                   |                                                                                                                                                                                    |
| <b>Asbestos</b>                                            | <p>The seller does not warrant whether asbestos is present within buildings or improvements on the property. Buildings or improvements built before 1990 may contain asbestos. Asbestos containing materials (ACM) may have been used up until the early 2000s. Asbestos or ACM may become dangerous when damaged, disturbed, or deteriorating. Information about asbestos is available at the Queensland Government Asbestos Website (<a href="http://asbestos.qld.gov.au">asbestos.qld.gov.au</a>) including common locations of asbestos and other practical guidance for homeowners.</p> |                                                                                                                                                                                                   |                                                                                                                                                                                    |

## Part 5 – Rates and services

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

### Rates

#### Whichever of the following applies—

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

Amount:  Date Range:

OR

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

OR

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

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

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

### Water

#### Whichever of the following applies—

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

Amount:  Date Range:

OR

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

Amount:  Date Range:

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

## Part 6 – Community titles schemes and BUGTA schemes

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

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

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

|                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                |                                    |
|---------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|------------------------------------|
| <b>Body Corporate and Community Management Act 1997</b> | <b>The property is included in a community titles scheme.</b><br><i>(If Yes, complete the information below)</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <input checked="" type="checkbox"/> <b>Yes</b> | <input type="checkbox"/> <b>No</b> |
| <b>Community Management Statement</b>                   | <p>A copy of the most recent community management statement for the scheme as recorded under the <i>Land Title Act 1994</i> or another Act is given to the buyer.</p> <p><b>Note</b>—If the property is part of a community titles scheme, the community management statement for the scheme contains important information about the rights and obligations of owners of lots in the scheme including matters such as lot entitlements, by-laws and exclusive use areas.</p>                                                                                                          | <input checked="" type="checkbox"/> <b>Yes</b> |                                    |
| <b>Body Corporate Certificate</b>                       | <p>A copy of a body corporate certificate for the lot under the <i>Body Corporate and Community Management Act 1997</i>, section 205(4) is given to the buyer.</p> <p><i>If No</i>— An explanatory statement is given to the buyer that states:</p> <ul style="list-style-type: none"> <li>» a copy of a body corporate certificate for the lot is not attached; and</li> <li>» the reasons under section 6 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot.</li> </ul>                     | <input checked="" type="checkbox"/> <b>Yes</b> | <input type="checkbox"/> <b>No</b> |
| <b>Statutory Warranties</b>                             | <p><b>Statutory Warranties</b>—If you enter into a contract, you will have implied warranties under the <i>Body Corporate and Community Management Act 1997</i> relating to matters such as latent or patent defects in common property or body corporate assets; any actual, expected or contingent financial liabilities that are not part of the normal operating costs; and any circumstances in relation to the affairs of the body corporate that will materially prejudice you as owner of the property. There will be further disclosure about warranties in the contract.</p> |                                                |                                    |

|                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                     |                                               |
|-------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-----------------------------------------------|
| <b>Building Units and Group Titles Act 1980</b> | <b>The property is included in a BUGTA scheme</b><br><i>(If Yes, complete the information below)</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <input type="checkbox"/> <b>Yes</b> | <input checked="" type="checkbox"/> <b>No</b> |
| <b>Body Corporate Certificate</b>               | <p>A copy of a body corporate certificate for the lot under the <i>Building Units and Group Titles Act 1980</i>, section 40AA(1) is given to the buyer.</p> <p><i>If No</i>— An explanatory statement is given to the buyer that states:</p> <ul style="list-style-type: none"> <li>» a copy of a body corporate certificate for the lot is not attached; and</li> <li>» the reasons under section 7 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot.</li> </ul> <p><b>Note</b>—If the property is part of a BUGTA scheme, you will be subject to by-laws approved by the body corporate and other by-laws that regulate your use of the property and common property.</p> | <input type="checkbox"/> <b>Yes</b> | <input type="checkbox"/> <b>No</b>            |

## Signatures – SELLER

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

\_\_\_\_\_  
John Christopher Hacking

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date

## Signatures – BUYER

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

\_\_\_\_\_  
Signature of buyer

\_\_\_\_\_  
Name of buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of buyer

\_\_\_\_\_  
Name of buyer

\_\_\_\_\_  
Date

Queensland Titles Registry Pty Ltd  
ABN 23 648 568 101

|                            |                 |                     |                  |
|----------------------------|-----------------|---------------------|------------------|
| <b>Title Reference:</b>    | <b>50610902</b> | <b>Search Date:</b> | 18/08/2026 11:45 |
| <b>Date Title Created:</b> | 02/06/2006      | <b>Request No:</b>  | 57281507         |
| <b>Previous Title:</b>     | 50606733        |                     |                  |

#### ESTATE AND LAND

Estate in Fee Simple

LOT 3 SURVEY PLAN 164102

Local Government: MORETON BAY

COMMUNITY MANAGEMENT STATEMENT 35389

#### REGISTERED OWNER

Dealing No: 720779464 10/05/2021

JOHN CHRISTOPHER HACKING

#### EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by  
Deed of Grant No. 10082170 (POR 240)
2. BUILDING MANAGEMENT STATEMENT No 709515780 12/04/2006 at 11:35  
benefiting and burdening the lot
3. MORTGAGE No 724712892 23/02/2026 at 16:24  
PERPETUAL CORPORATE TRUST LIMITED A.C.N. 000 341 533

#### 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

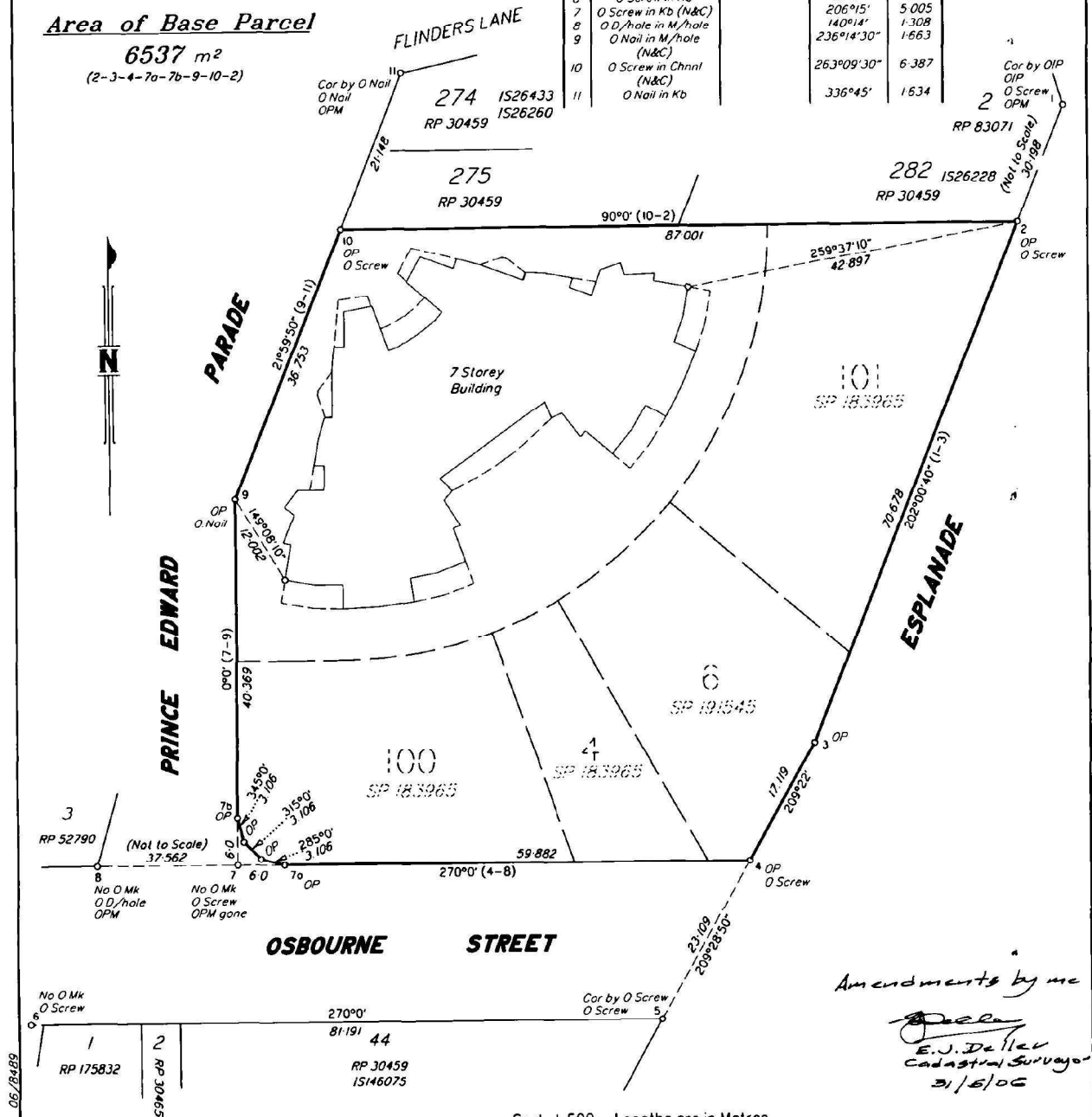
## REFERENCE MARKS

Sheet 1 of 109

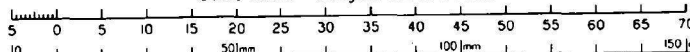
## PERMANENT MARKS

| PM         | REMARKS | BEARING    | DIST   | NO     |
|------------|---------|------------|--------|--------|
| 1-OPM      |         | 12°08'20"  | 37.864 | 51066  |
| 7-OPM gone |         | 179°43'    | 1.0    | 56567  |
| 8-OPM      |         | 221°34'45" | 21.171 | 46783  |
| 11-OPM     | RCC1619 | 270°32'25" | 26.697 | 752466 |

## Area of Base Parcel

6537 m<sup>2</sup>  
(2-3-4-7a-7b-9-10-2)

Scale 1:500 - Lengths are in Metres.



I, Errol Joseph De la Cruz hereby certify that the land comprised in this plan was surveyed by Geoffrey Paul ADGCOCK, Cadastral Surveyor for whose work I accept responsibility 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 7th April 2005

*E.J. De la Cruz*  
Cadastral Surveyor

Date 12/4/06

## Plan of LOTS 1-34 &amp; Common Property

Cancelling Lot 11 on SP183965

PARISH: REDCLIFFE COUNTY: Stanley

Meridian: wide SP115723

F/N's: No

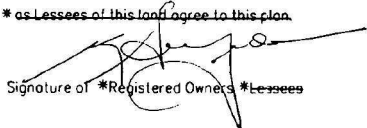
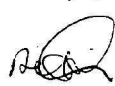
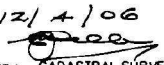
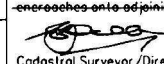
Scale: 1:500

Format: BUILDING



SP164102

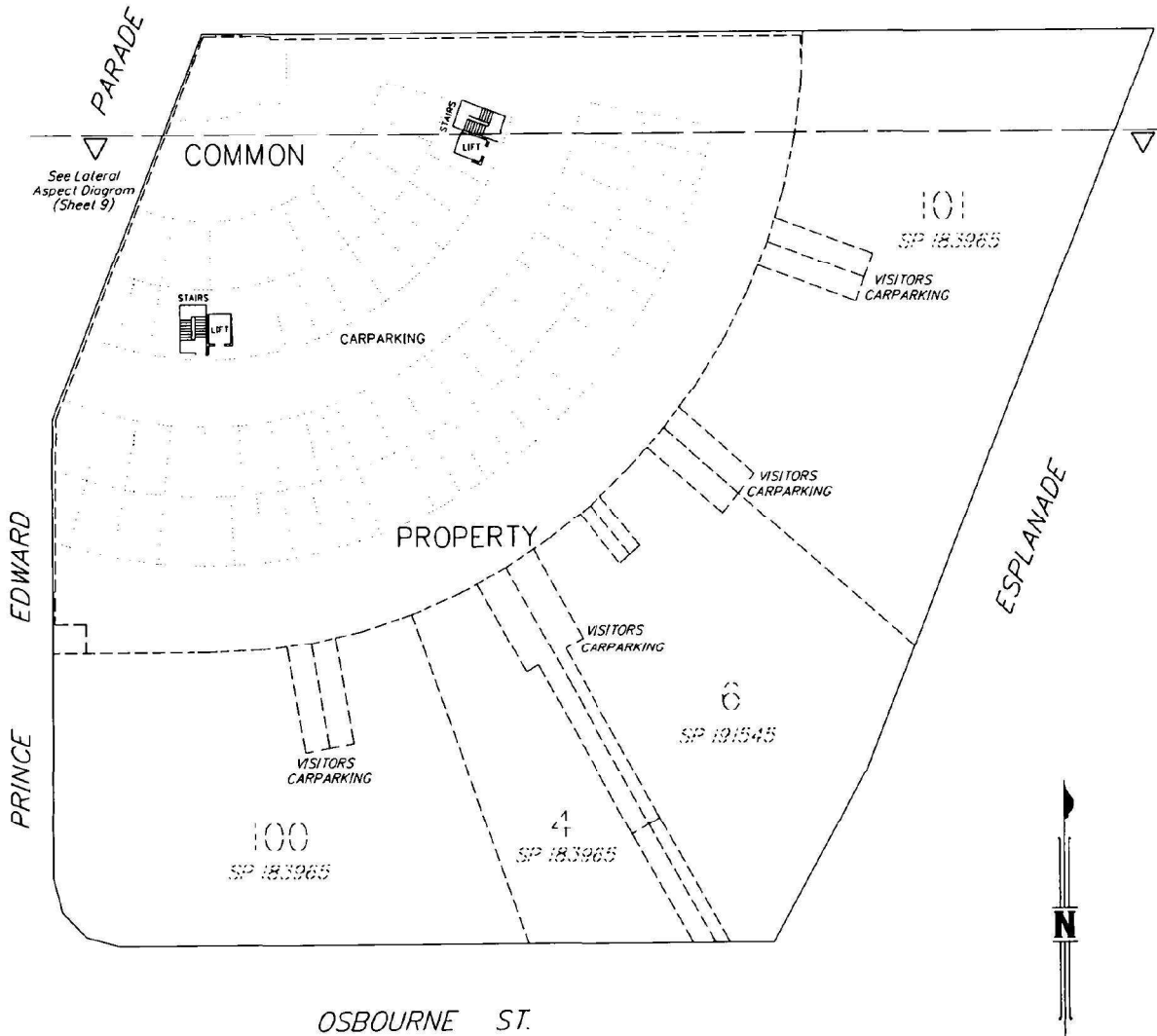
Plan Status:

| <p style="font-size: 1.2em; font-weight: bold;">709594113</p> <p style="text-align: right;">\$2408.00<br/>15/05/2006 15:42</p> <p><b>BE 400 NT</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |           | <p><b>WARNING : Folded or Mutilated Plans will not be accepted.</b><br/>Plans may be rolled.<br/>Information may not be placed in the outer margins.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                        |                |      |           |    |            |                 |           |      |         |      |              |           |    |          |                        |  |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|----------------|------|-----------|----|------------|-----------------|-----------|------|---------|------|--------------|-----------|----|----------|------------------------|--|--|
| <p>1 Certificate of Registered Owners or Lessees.</p> <p>1/We <b>SEYMOUR ADMINISTRATION PTY LTD</b><br/><b>A.C.N. 078 885 177</b></p> <p>(Names in full)</p> <p>* 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.</p> <p>* as Lessees of this land agree to this plan</p> <p style="text-align: center;"> <br/>       Signature of *Registered Owners *Lessees     </p> <p>* Rule out whichever is inapplicable</p>        |           | <p>5 Lodged by <span style="float: right;">172</span><br/> <b>Stibbs Barbeler</b><br/> <b>Level 4, 33 Queen Street</b><br/> <b>Brisbane</b><br/>       Ref: FRS: MPF: 13305<br/> <small>(Include address, phone number, reference, and Lodger Code)</small></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                        |                |      |           |    |            |                 |           |      |         |      |              |           |    |          |                        |  |  |
| <p>2 Local Government Approval.</p> <p>* <b>REDCLIFFE CITY COUNCIL</b><br/>hereby approves this plan in accordance with the:</p> <p>% <b>INTEGRATED PLANNING ACT, 1997</b></p> <p>Dated this <u>TWELTH</u> day of <u>MAY 2006</u></p> <p><b>ROBERT FRAZER HOLMES</b> # </p> <p><b>CHIEF EXECUTIVE OFFICER</b> #</p> <p><small>* Insert the name of the Local Government. % Insert Integrated Planning Act 1997 or<br/># Insert designation of signatory or delegation Local Government (Planning &amp; Environment) Act 1990</small></p> |           | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2">6. Existing</th> <th colspan="3">Created</th> </tr> <tr> <th>Title Reference</th> <th>Lot</th> <th>Plan</th> <th>Lots</th> <th>Emts</th> <th>Road</th> </tr> <tr> <td>50606733</td> <td>11</td> <td>SP183965</td> <td>1-34 &amp; Common Property</td> <td></td> <td></td> </tr> </table> <p>7. Portion Allocation :</p> <p>8. Map Reference :<br/><b>9543-43212</b></p> <p>9. Locality :<br/><b>SCARBOROUGH</b></p> <p>10. Local Government :<br/><b>REDCLIFFE CITY COUNCIL</b></p> <p>11. Passed &amp; Endorsed :</p> <p>By: <b>EJ DELLER</b><br/>       Date: <b>12/4/06</b><br/>       Signed: <br/>       Designation: <b>CADASTRAL SURVEYOR</b></p> |                        | 6. Existing    |      | Created   |    |            | Title Reference | Lot       | Plan | Lots    | Emts | Road         | 50606733  | 11 | SP183965 | 1-34 & Common Property |  |  |
| 6. Existing                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |           | Created                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                        |                |      |           |    |            |                 |           |      |         |      |              |           |    |          |                        |  |  |
| Title Reference                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Lot       | Plan                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Lots                   | Emts           | Road |           |    |            |                 |           |      |         |      |              |           |    |          |                        |  |  |
| 50606733                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 11        | SP183965                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | 1-34 & Common Property |                |      |           |    |            |                 |           |      |         |      |              |           |    |          |                        |  |  |
| <p>3 Plans with Community Management Statement :</p> <p>CMS Number : <b>35389</b></p> <p>Name : <b>THE BAY SCARBOROUGH</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |           | <p>4 References :</p> <p>Dept File :<br/>Local Govt :<br/>Surveyor : <b>06/8489</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                        |                |      |           |    |            |                 |           |      |         |      |              |           |    |          |                        |  |  |
| <p>12 Building Format Plans only.</p> <p>I certify that:</p> <ul style="list-style-type: none"> <li>As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or road;</li> <li><del>Part of the building shown on this plan encroaches onto adjoining lots and road</del></li> </ul> <p> <b>12/4/06</b><br/>       Cadastral Surveyor/Director Date<br/> <small>*delete words not required</small></p>                                                                        |           | <p>13 Lodgement Fees :</p> <table style="width: 100%;"> <tr> <td>Survey Deposit</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Lodgement</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>New Titles</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Photocopy</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Postage</td> <td style="text-align: right;">\$</td> </tr> <tr> <td><b>TOTAL</b></td> <td style="text-align: right;"><b>\$</b></td> </tr> </table>                                                                                                                                                                                                                                                                                                                         |                        | Survey Deposit | \$   | Lodgement | \$ | New Titles | \$              | Photocopy | \$   | Postage | \$   | <b>TOTAL</b> | <b>\$</b> |    |          |                        |  |  |
| Survey Deposit                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | \$        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                        |                |      |           |    |            |                 |           |      |         |      |              |           |    |          |                        |  |  |
| Lodgement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                        |                |      |           |    |            |                 |           |      |         |      |              |           |    |          |                        |  |  |
| New Titles                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | \$        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                        |                |      |           |    |            |                 |           |      |         |      |              |           |    |          |                        |  |  |
| Photocopy                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                        |                |      |           |    |            |                 |           |      |         |      |              |           |    |          |                        |  |  |
| Postage                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | \$        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                        |                |      |           |    |            |                 |           |      |         |      |              |           |    |          |                        |  |  |
| <b>TOTAL</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>\$</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                        |                |      |           |    |            |                 |           |      |         |      |              |           |    |          |                        |  |  |
| <p>14. Insert Plan Number</p> <p style="text-align: right; font-weight: bold;">SP164102</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |           | <p>15. Insert Plan Number</p> <p style="text-align: right; font-weight: bold;">SP164102</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                        |                |      |           |    |            |                 |           |      |         |      |              |           |    |          |                        |  |  |

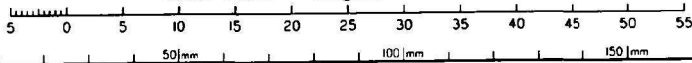
**DIAGRAM  
LEVEL A**

SCALE 1:400

**COMMON PROPERTY  
BASEMENT CAR PARKING**



Scale 1:400 - Lengths are in Metres.



State copyright reserved.

Insert  
Plan  
Number **SP164102**

**LEVEL A**

SCALE 1:300

**COMMON PROPERTY**

**BASEMENT CAR PARKING**



See Lateral  
Aspect Diagram  
(Sheet 9)

PARADE

COMMON



CARPARKING

PRINCE EDWARD

PROPERTY

VISITORS  
CARPARKING

100  
SP 18.3965

4  
SP 18.3965

VISITORS  
CARPARKING

OSBOURNE ST.

4  
SHEET  
ON  
DIAGRAM  
SEE

Scale 1:300 - Lengths are in Metres.

5 0 5 10 15 20 25 30 35 40 45

0 50mm 100mm 150mm

State copyright reserved

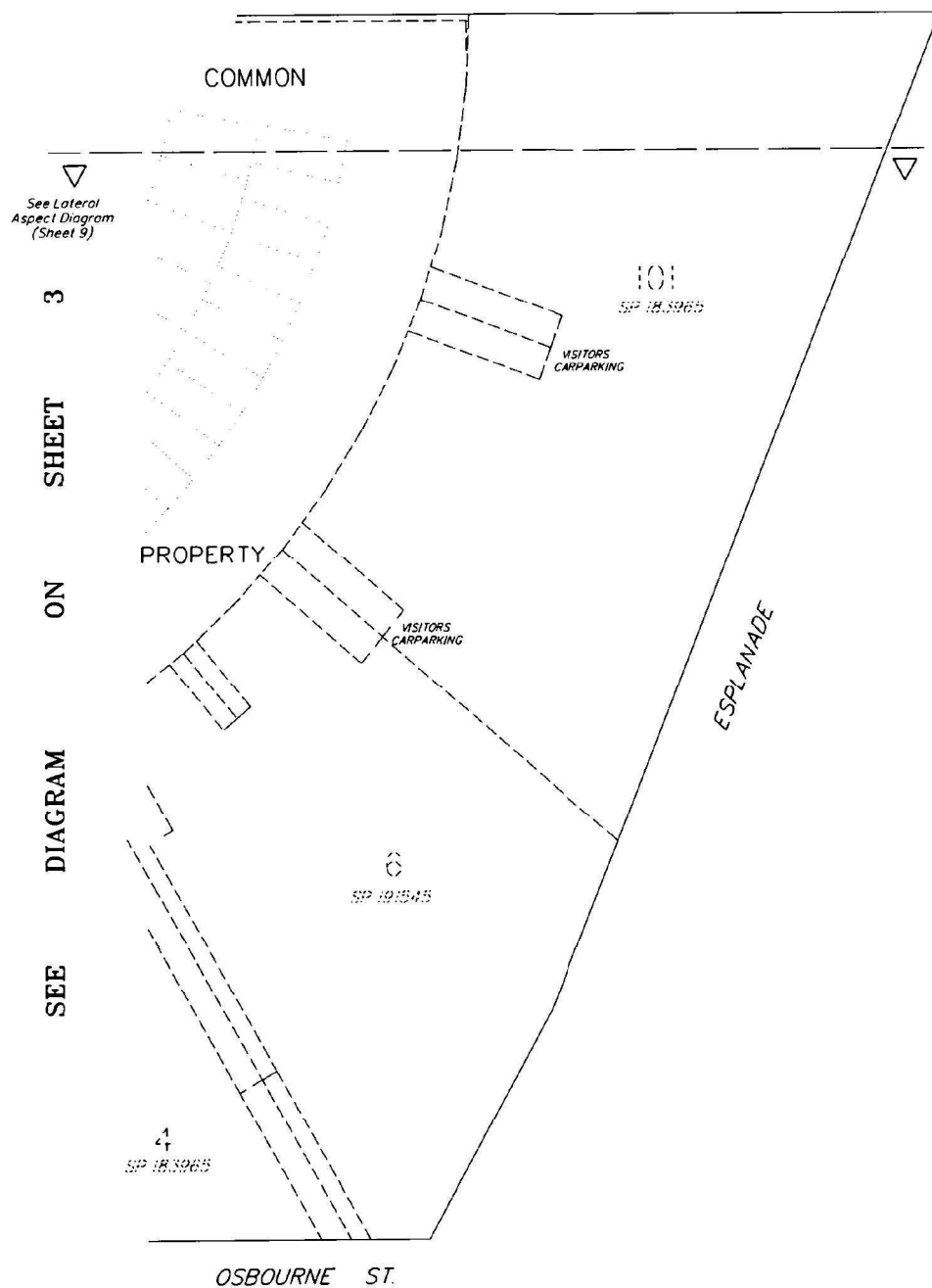
Insert  
Plan  
Number

**SP164102**

**LEVEL A**

SCALE 1:300

**COMMON PROPERTY**  
BASEMENT CAR PARKING



Scale 1:300 - Lengths are in Metres.

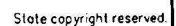
0 5 10 15 20 25 30 35 40 45

0 50mm 100mm 150mm

State copyright reserved.

Insert  
Plan  
Number **SP164102**

SCALE 1: 300

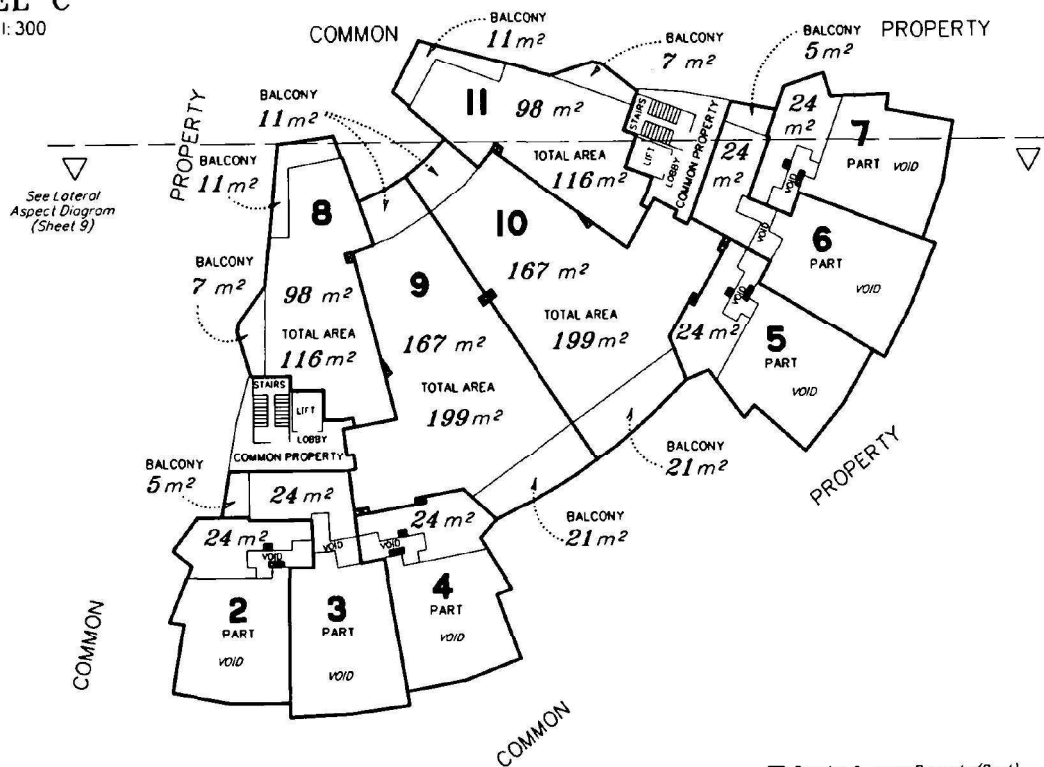


Insert  
Plan  
Number **SP164102**



## LEVEL C

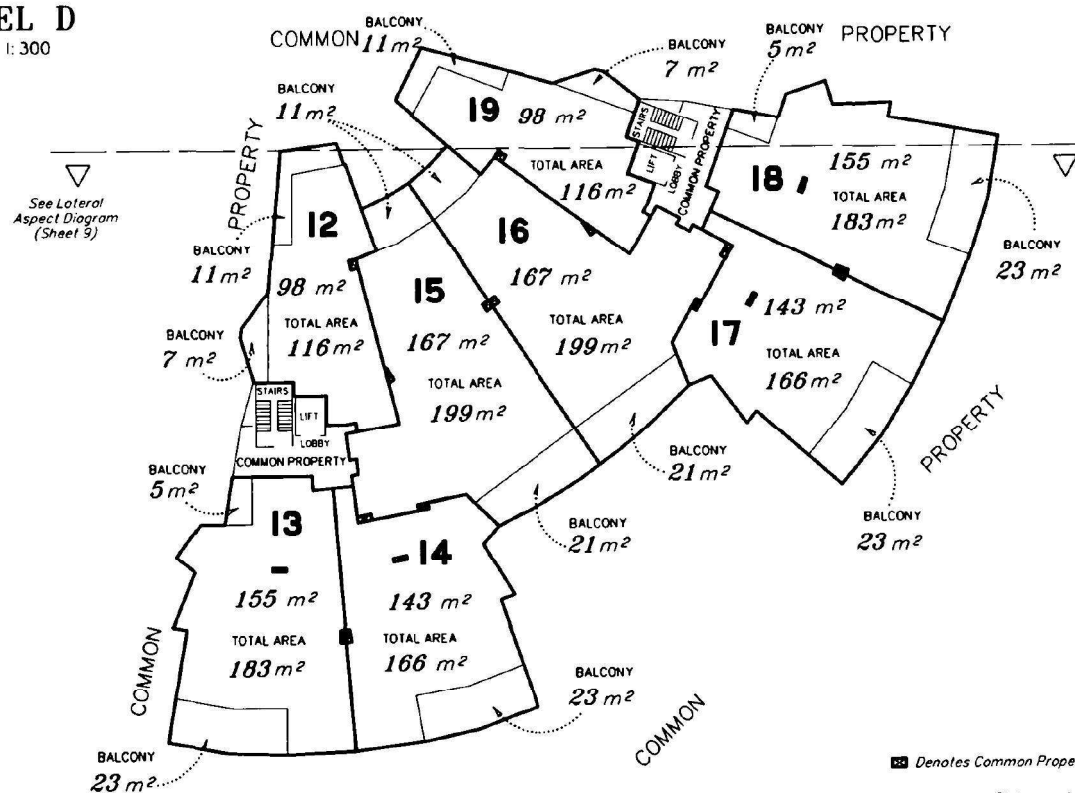
SCALE 1:300



**DB** Denotes Common Property (Duct)

## LEVEL D

SCALE 1:300



 Denotes Common Property (Duct)

State copyright reserved.

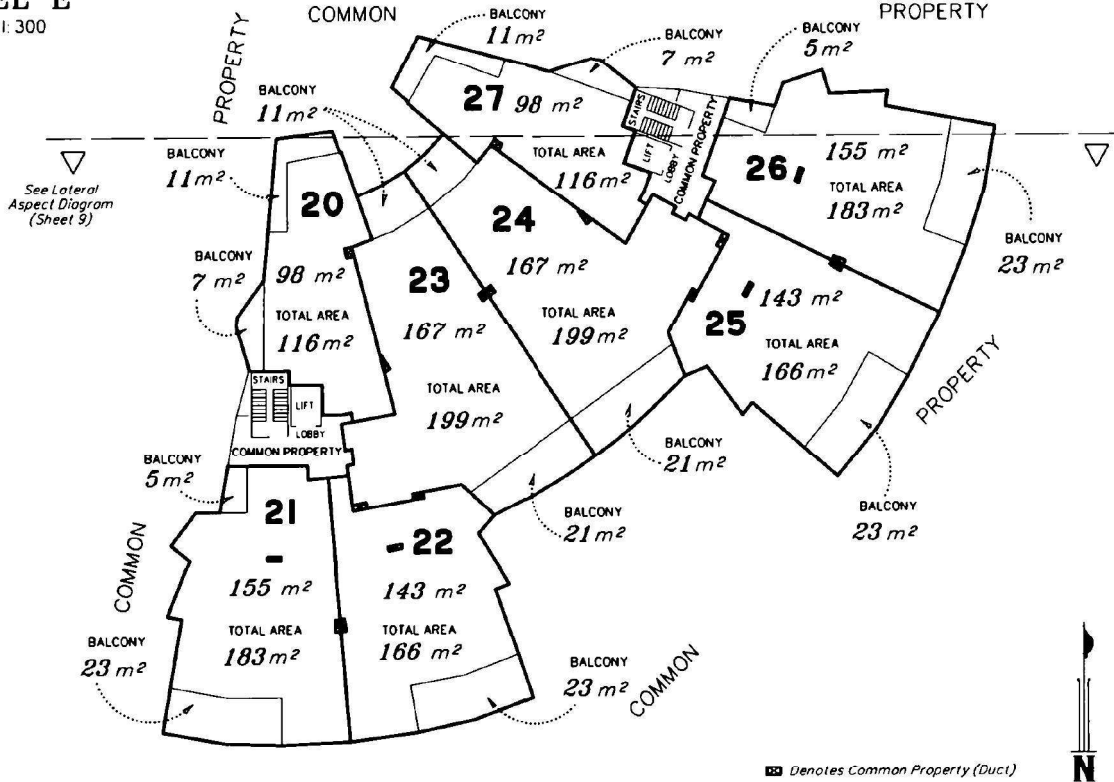
**Scale 1:300 - Lengths are in Metres.**

Insert  
Plan  
Number

SP164102

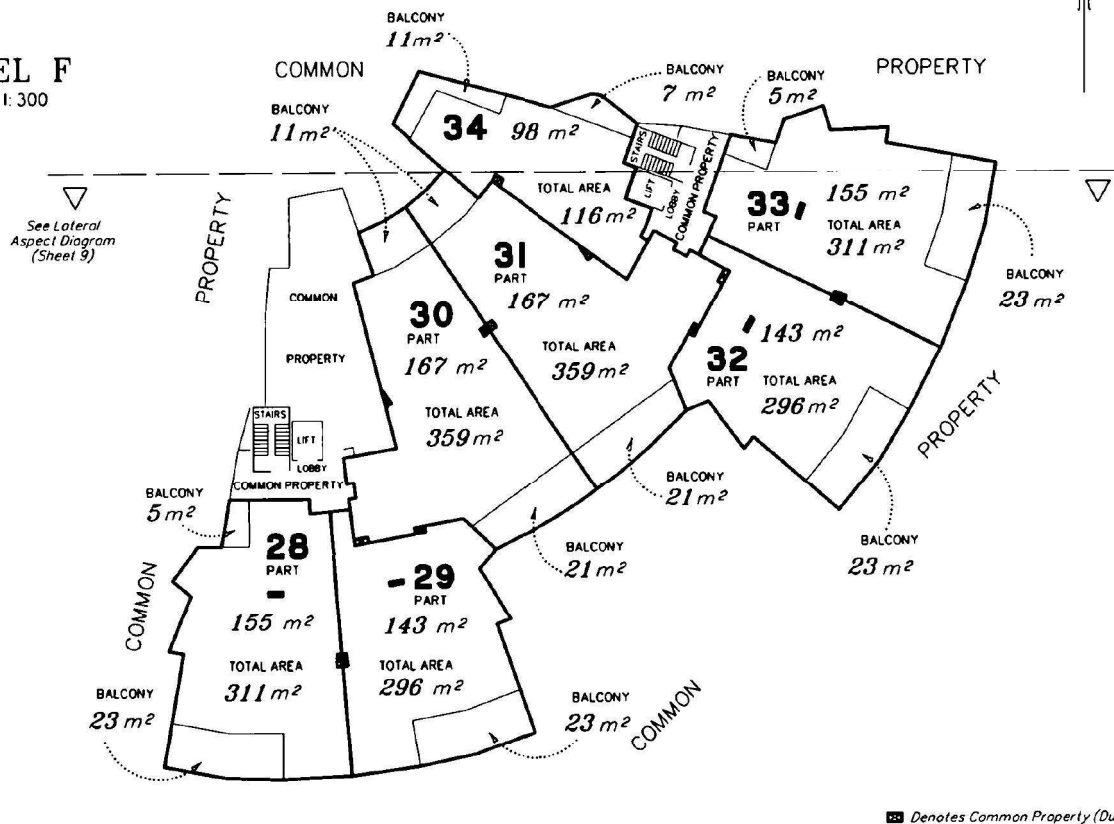
# LEVEL E

SCALE 1:300

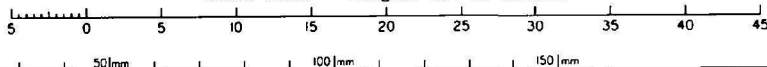


# LEVEL F

SCALE 1:300



Scale 1:300 - Lengths are in Metres.

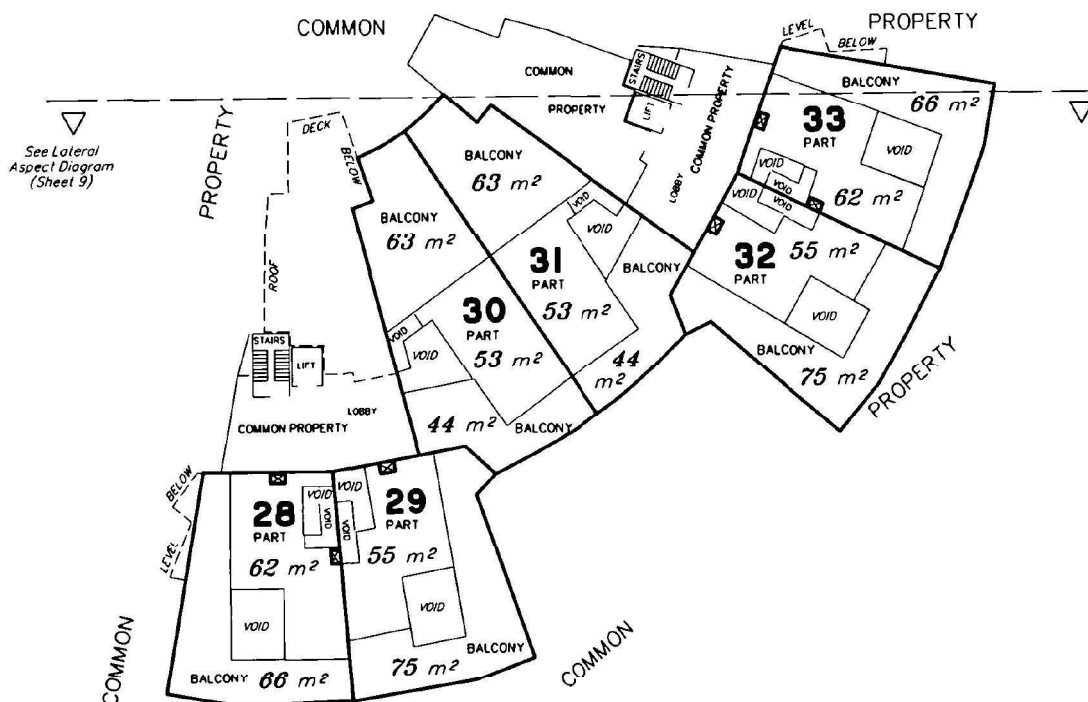


Denotes Common Property (Duct)

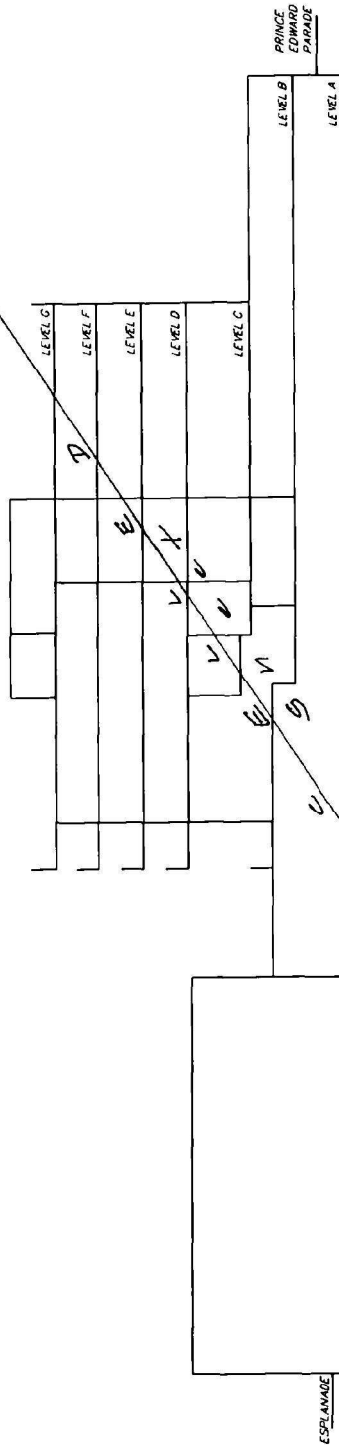
State copyright reserved.

Insert Plan Number SP164102

SCALE 1:300



Insert  
Plan  
Number **SP164102**



***NORTH-EAST LATERAL VIEW***

Scale 1:300 - Lengths are in Metres.



Scale 1:300 - Lengths are in Metres.

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

**1. Pool safety certificate number**

Identification number: PSC0265143

**2. Location of the swimming pool**

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

Street address:

146 PRINCE EDWARD PDE

SCARBOROUGH QLD

Postcode

4

0

2

0

Lot and plan details:

9999/SP/164102

Local government area:

MORETON BAY REGIONAL

**3. Exemptions or alternative solutions for the swimming pool (if applicable)**

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

No disability exemption applies; No impracticality exemption applies

No alternative solution applies

**4. Pool properties**

Shared pool



Non-shared pool



Number of pools

1

**5. Pool safety certificate validity**

Effective date:

3

0

/

0

8

/

2

0

2

5

Expiry date:

3

0

/

0

8

/

2

0

2

6

**6. Certification**

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

Name:

Simon James Van Praagh

Pool safety inspector  
licence number:

PS15082246

Signature:

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

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

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

**Privacy statement**

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

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

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

# Tree orders register

The tree orders register shows orders affecting land made under the Neighbourhood Dispute (Dividing Fences and Trees) Act 2011, including who is responsible for carrying out the order and the timeframe.

You can search for a tree order by entering a suburb, street name, order name (e.g. NDR019) or the name of the applicant or respondent in the matter.

The tree orders register shows orders affecting land made under the *Neighbourhood Dispute (Dividing Fences and Trees) Act 2011*, including who is responsible for carrying out the order and the timeframe.

Orders are added to the register within 14 days of the order being made. The tree register does not list tree dispute applications or pending proceedings. To identify existing applications, you can request a [search of the register of proceedings](#).

**No results found.**

Search for

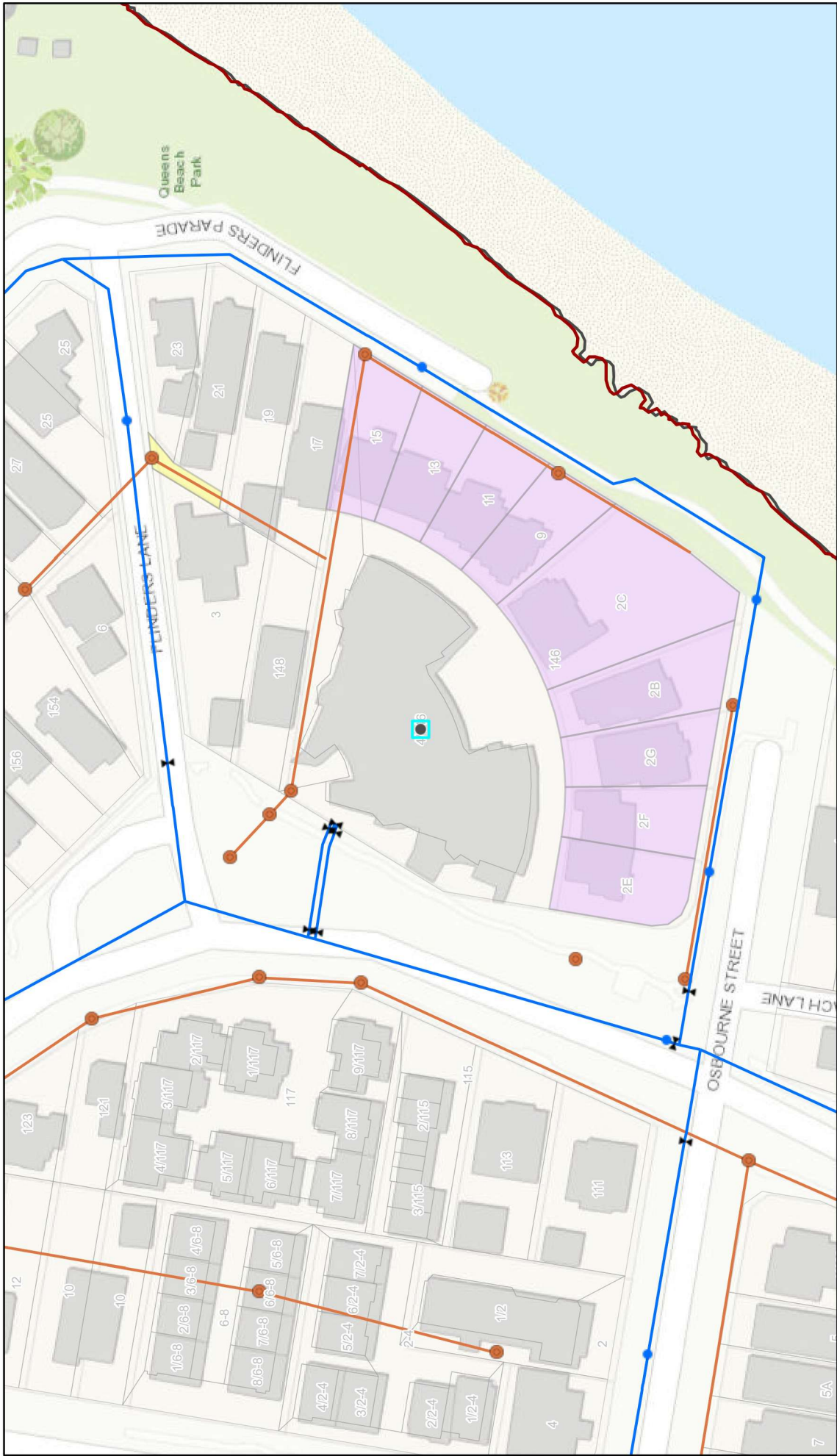
3/146 Prince Edward Parade, Scarborough

Submit

| Date of order | Order                                     | Address                                        |
|---------------|-------------------------------------------|------------------------------------------------|
| 06/08/2026    | <a href="#">NDR212-25 (PDF, 99.0 KB)</a>  | 38 Abingdon Street, Woolloongabba, QLD 4102    |
| 06/08/2026    | <a href="#">NDR229-25 (PDF, 616.3 KB)</a> | 25 Larwon Tce, SOUTHPORT, QLD 4215             |
| 22/07/2026    | <a href="#">NDR003-26 (PDF, 119.6 KB)</a> | 4 Schwartz Street BUDERIM QLD 4556             |
| 22/07/2026    | <a href="#">NDR082-26 (PDF, 49.3 KB)</a>  | 8 Elizabeth Farm Court, Maroochydore, QLD 4558 |
| 17/07/2026    | <a href="#">NDR163-25 (PDF, 88.9 KB)</a>  | 1/14 Nungo Street, PACIFIC PARADISE, QLD 4564  |
| 14/07/2026    | <a href="#">NDR198-25 (PDF, 358.8 KB)</a> | 218 Toohey Road TARRAGINDI QLD 4121            |
| 06/07/2026    | <a href="#">NDR021-25 (PDF, 48.6 KB)</a>  | 37 Hinkler Parade MAROOCHYDORE QLD 4558        |
| 29/06/2026    | <a href="#">NDR159-25 (PDF, 285.8 KB)</a> | 52 Sunbird Chase PARREARRA QLD 4575            |
| 26/06/2026    | <a href="#">NDR139-25 (PDF, 490.3 KB)</a> | 102 Dickson Way POINT LOOKOUT QLD 4183         |



# Unitywater Map



8/18/2026, 11:48:50 AM

Water System Valve

Stop Valve - Open

Water Hydrant

Hydrant

Reticulation Main

Sewer Gravity Main

Reticulation Main

Cadastre

Easement

Volumetric

Participating Councils PIA

Unitywater Operational Area

1:1,128

0 0.01 0.03 0.05

0 0.01 0.03 0.05

0 0.01 0.03 0.05

0 0.01 0.03 0.05



# Rate notice

**Customer Service Centres**

Caboolture - 2 Hasking Street, Caboolture  
Redcliffe - 1 Irene Street, Redcliffe  
Strathpine - 220 Gympie Road, Strathpine

**Postal Address**

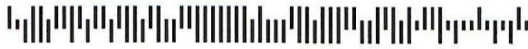
PO Box 159  
CABOOLTURE QLD 4510

**Customer Service**

Ph: 1300 522 192

ABN: 92 967 232 136

[www.moretonbay.qld.gov.au](http://www.moretonbay.qld.gov.au)



P183MBCRAT18\_A4MA02/E-256/S-275/I-549/036

John C Hacking  
21 Enterprise Court  
NEWPORT QLD 4020

This information was prepared on 30 June 2026 for the period  
01 July 2026 to 30 September 2026

**Property number: 619082**

**Property location:**

Unit 3 146 Prince Edward Parade  
SCARBOROUGH QLD 4020

**Property description:** Lot 3 SP 164102

**Valuation:** \$108,925

**Rating category:** General Rate - Category U3N (Residential  
Units CTS Non Owner Occupied)

*Rate 13 Jul 26*

**Rate notice summary**

Issue date: 09 July 2026

|                        |                |
|------------------------|----------------|
| Your last bill         | \$695.81       |
| Payments / adjustments | \$-695.81      |
|                        | =              |
| Opening balance        | \$0.00         |
|                        | +              |
| New rates and charges  | \$721.25       |
|                        | =              |
| Total due              | \$721.25       |
| Due date               | 11 August 2026 |

If you have established a flexible payment plan, your scheduled amount will continue to be debited as arranged.

To view or change an existing flexible payment plan, or to set up a new plan, please visit [payble.moretonbay.qld.gov.au](http://payble.moretonbay.qld.gov.au)

**Go paperless!**

Receive your rates and reminders via email



Easy



Convenient



Sustainable

A \$2.50 paper notice fee will apply to all quarterly rate notices\* received by post.



To register now scan the QR code  
or visit [moretonbay.qld.gov.au/eRates](http://moretonbay.qld.gov.au/eRates).

\*Ratepayers who receive a Council pensioner rebate or self-funded retiree rebate will be exempt from the fee for the rate notice issued for their principal place of residence.

**Easy ways to pay****BPAY**

Bill code: 339457

Reference number: 50 1814 0890 0619 0827

**PHONE**

Call (07) 3480 6349 (Mastercard and Visa only)

Reference number: 50 1814 0890 0619 0827

**ONLINE**

Scan the QR code or visit  
[www.moretonbay.qld.gov.au/pay-your-rates](http://www.moretonbay.qld.gov.au/pay-your-rates)

Reference number: 50 1814 0890 0619 0827



Pay in-store at Australia Post



\*2471 501814089006190827

**IN PERSON**

Pay at any of Council's Customer Service Centres  
Mon to Fri 8.30am - 5pm

**MAIL**

Send your payment and remittance slip to:  
Moreton Bay City Council  
PO Box 159  
CABOOLTURE QLD 4510

If you are having difficulty paying, please call Council as soon as possible so we can assist you in setting up a payment plan schedule or visit [www.moretonbay.qld.gov.au/rates](http://www.moretonbay.qld.gov.au/rates)



Mr J C Hacking  
Unit 3/146 Prince Edward Pde  
SCARBOROUGH QLD 4020

N251665398030  
16 May 26

## WATER AND SEWERAGE YOUR BILL

**1300 086 489**  
Emergencies and faults 24 Hours, 7 days  
Account enquiries 8am-5pm Mon-Fri

**unitywater.com**  
ABN 89 791 717 472

Account number 100002253  
Payment reference 1000 0225 31  
Property Unit 3/146 Prince Edward Pde,  
SCARBOROUGH, QLD

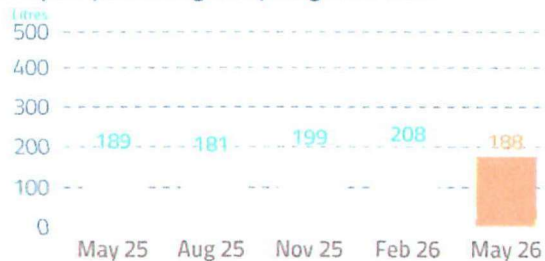
Bill number 7128700929  
Billing period 12 Feb 2026  
91 days to 13 May 2026  
Issue date 15 May 2026  
Approximate date of next meter reading 4 Aug 2026

### Your account activity

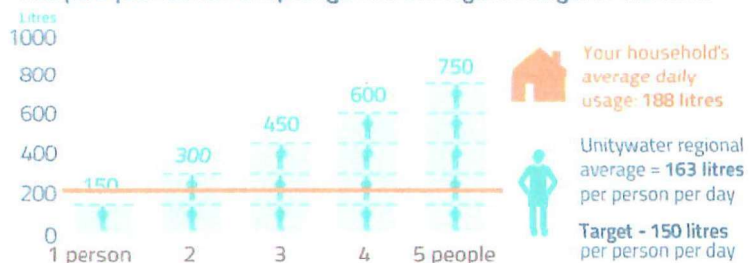
|                |                          |         |             |                             |
|----------------|--------------------------|---------|-------------|-----------------------------|
| Your last bill | Payments/<br>adjustments | Balance | New charges | Total due                   |
| \$395.16       | -\$395.16                | \$0.00  | +\$365.27   | <b>\$365.27</b>             |
|                |                          |         |             | Due date <b>15 Jun 2026</b> |

8% interest per annum, compounding daily, will apply to any amount not paid by the due date.

#### Compare your average daily usage over time



#### Compare your current daily usage with our regional target of 150 litres



## What does *your water* bill pay for?

Your investment in safe and reliable water and wastewater services.

Learn more at [unitywater.com/yourwaterbill](https://unitywater.com/yourwaterbill)



### Easy ways to pay For other payment options - see over



BPAY

Bill Code: 130393

Ref: 1000 0225 31

Contact your bank or financial institution to pay from your cheque, savings, debit, credit card or transaction account.

Find out more at [bpay.com.au](https://bpay.com.au)

© Registered to BPAY Pty Ltd ABN 69 079 137 518



Direct Debit

Login to My Account at [unitywater.com](https://unitywater.com) to set up automatic payments from your bank account or credit card or call us for assistance.

**SmoothPay**

Smooth out your bill payments across the year with regular fortnightly or monthly payments, interest free. Find out more at [unitywater.com/smoothpay](https://unitywater.com/smoothpay)

19 February 2026

THE BAY SCARBOROUGH CTS 35389  
Registered for GST

ABN: 53 012 748 172

### **Tax Invoice**

WALLACE DAVIES SOLICITORS  
UNIT 3, 146 PRINCE EDWARD PARA  
SCARBOROUGH, QLD 4020

Ref

Re Lot 3 THE BAY SCARBOROUGH CTS 35389

Fee 84.10 Paid

Above Fee includes GST

Please find following your body corporate certificate to assist you meet your seller disclosure requirements. Under the Property Law Regulation 2024 the seller is obligated to provide this 'prescribed certificate' to a buyer before the buyer signs the sales contract.

A purchaser is entitled to make a request to inspect the Body Corporate Records after entering the contract as noted in the body corporate certificate.

Note: If this body corporate certificate is being used to assist with settlement purposes, please note the below payment method for settlement payments only. Do not use this to make payment if at any time an updated certificate is requested.

BSB 067-970  
StrataPay Ref 158103178

Biller Code 74625  
StrataPay Ref 158103178

Capitol is part of the Bright & Duggan Property Group, any questions regarding this Certificate should be directed to Customer Care at Bright & Duggan phone 07 5532 1900.



**BCCM****Form 33**

Department of Justice

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

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

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

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

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

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

This certificate does not include information about:

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

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

**The community management statement**

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

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

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

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

**The information in this certificate is issued on 19/02/2026**

### Becoming an owner

When you become an owner of a lot in a community titles scheme, you:

- automatically become a member of the body corporate and have the right to participate in decisions about the scheme;
- must pay contributions towards the body corporate's expenses in managing the scheme; and
- must comply with the body corporate by-laws.

You must tell the body corporate that you have become the owner of a lot in the scheme within 1 month of settlement. You can do this by using the BCCM Form 8 – Information for body corporate roll. Fines may apply if you do not comply.

### How to get more information

You can inspect the body corporate records which will provide important information about matters not included in this certificate. To inspect the body corporate records, you can contact the person responsible for keeping body corporate records (see below), or you can engage the services of a search agent. Fees will apply.

Planning and development documents can be obtained from the relevant local government or other planning authority. Some relevant documents, such as the development approval, may be available from the body corporate, depending on when and how the body corporate was established.

## Contacting the body corporate

The body corporate is an entity made up of each person who owns a lot within a community titles scheme.

### Name and number of the community titles scheme

**THE BAY SCARBOROUGH**

CTS No. **35389**

### Body corporate manager

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

#### Is there a body corporate manager for the scheme?

Yes. The body corporate manager is:

Name: **Ben MacCarthy**

Phone: **1300 551 019**

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

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

### Accessing records

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

The body corporate manager named above.



## Property and community titles scheme details

### Lot and plan details

Lot number: **3**

Plan type and number: **164102**

Plan of subdivision: **BUILDING FORMAT PLAN**

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

### Regulation module

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

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

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

**Accommodation**

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

### Layered arrangements of community titles schemes

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

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

**No**

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

### Building management statement

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

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

**Yes**

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

## By-laws and exclusive use areas

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

### What by-laws apply?

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

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

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

### General by-laws

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

### Exclusive use areas

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

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

**Yes**

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

**given with this certificate and listed below**

| Date of Resolution | Lot Description                | Conditions |
|--------------------|--------------------------------|------------|
| 02/02/18           | All Assigned Car Parking Space | As per CMS |
| 02/02/18           | Private Courtyard              | as per CMS |



## Lot entitlements and financial information

### Lot entitlementments

Lot entitlementments 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 entitlementments – a contribution schedule of lot entitlementments and an interest schedule of lot entitlementments, outlining the entitlementments for each lot in the scheme. The contribution schedule lot entitlementment 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 entitlementment 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 entitlementments and therefore may pay different contributions to the body corporate's expenses.

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

### Contribution schedule

Contribution schedule lot entitlementment for the lot: **271**

Total contribution schedule lot entitlementments for all lots: **10,000**

### Interest schedule

Interest schedule lot entitlementment for the lot: **440**

Total interest schedule lot entitlementments for all lots: **23,025**

### Statement of accounts

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

### Owner contributions (levies)

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

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

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

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

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

### Body corporate debts

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



## Owner contributions and amounts owing

### Administrative fund contributions

Total amount of contributions (before any discount) for lot **3** for the current financial year: \$ **3,907.82**

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

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

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

| Period                                             | Due date | Amount due | Amount due if discount applied | Paid              |
|----------------------------------------------------|----------|------------|--------------------------------|-------------------|
| 01/06/25 to 31/08/25                               | 01/06/25 | 978.31     | 978.31                         | 23/04/25          |
| 01/09/25 to 30/11/25                               | 01/09/25 | 978.31     | 978.31                         | 22/07/25          |
| 01/12/25 to 28/02/26                               | 01/12/25 | 975.60     | 975.60                         | 22/10/25          |
| 01/03/26 to 31/05/26                               | 01/03/26 | 975.60     | 975.60                         | 05/02/26          |
| 01/06/26****31/08/26                               | 01/06/26 | 1,024.38   | 1,024.38                       |                   |
| 01/09/26****30/11/26                               | 01/09/26 | 1,024.38   | 1,024.38                       |                   |
| Amount overdue                                     |          |            |                                | <b>(\$975.60)</b> |
| Amount Unpaid including amounts billed not yet due |          |            |                                | <b>Nil</b>        |

### Sinking fund contributions

Total amount of contributions (before any discount) for lot **3** for the current financial year: \$ **2,102.96**

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

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

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

| Period                                             | Due date | Amount due | Amount due if discount applied | Paid              |
|----------------------------------------------------|----------|------------|--------------------------------|-------------------|
| 01/06/25 to 31/08/25                               | 01/06/25 | 525.74     | 525.74                         | 23/04/25          |
| 01/09/25 to 30/11/25                               | 01/09/25 | 525.74     | 525.74                         | 22/07/25          |
| 01/12/25 to 28/02/26                               | 01/12/25 | 525.74     | 525.74                         | 22/10/25          |
| 01/03/26 to 31/05/26                               | 01/03/26 | 525.74     | 525.74                         | 05/02/26          |
| 01/06/26****31/08/26                               | 01/06/26 | 552.84     | 552.84                         |                   |
| 01/09/26****30/11/26                               | 01/09/26 | 552.84     | 552.84                         |                   |
| Amount overdue                                     |          |            |                                | <b>(\$525.74)</b> |
| Amount Unpaid including amounts billed not yet due |          |            |                                | <b>Nil</b>        |

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

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

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

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

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

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

| Period | Due date | Amount due | Amount due if discount applied                     | Paid       |
|--------|----------|------------|----------------------------------------------------|------------|
|        |          |            |                                                    |            |
|        |          |            | Amount overdue                                     | <b>Nil</b> |
|        |          |            | Amount Unpaid including amounts billed not yet due | <b>Nil</b> |

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

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

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

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

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

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

| Due date | Amount due | Amount due if discount applied | Paid                                               |
|----------|------------|--------------------------------|----------------------------------------------------|
|          |            |                                |                                                    |
|          |            |                                | Amount overdue                                     |
|          |            |                                | Amount Unpaid including amounts billed not yet due |

**Other contributions**

|                | Period               | Due date | Amount due | Amount due if discount applied | Paid     |
|----------------|----------------------|----------|------------|--------------------------------|----------|
| Insurance Levy | 01/06/25 to 31/08/25 | 01/06/25 | 259.60     | 259.60                         | 23/04/25 |
| Insurance Levy | 01/09/25 to 30/11/25 | 01/09/25 | 259.60     | 259.60                         | 22/07/25 |
| Insurance Levy | 01/12/25 to 28/02/26 | 01/12/25 | 264.00     | 264.00                         | 22/10/25 |
| Insurance Levy | 01/03/26 to 31/05/26 | 01/03/26 | 264.00     | 264.00                         | 05/02/26 |
| Insurance Levy | 01/06/26 to 31/08/26 | 01/06/26 | 277.20     | 277.20                         |          |
| Insurance Levy | 01/09/26 to 30/11/26 | 01/09/26 | 277.20     | 277.20                         |          |

**Other amounts payable by the lot owner**

| Purpose | Fund  | Amount | Due date | Amount |
|---------|-------|--------|----------|--------|
| Other   | Other | 428.65 |          | 216.28 |

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

At the date of this certificate

|                                                                         |                     |
|-------------------------------------------------------------------------|---------------------|
| Annual contributions                                                    | <b>(\$1,501.34)</b> |
| Special contributions                                                   | <b>Nil</b>          |
| Other contributions                                                     | <b>(\$264.00)</b>   |
| Other payments                                                          | <b>Nil</b>          |
| Penalties                                                               | <b>Nil</b>          |
| Total amount overdue (Total Amount Unpaid including not yet due \$0.00) | <b>(\$1,765.34)</b> |

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

## Common property and assets

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

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

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

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

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

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

Yes - you can obtain a copy from the body corporate records - last sinking fund report: 28/10/19

**Current sinking fund balance (as at date of certificate): \$ 194,276.78**

### Improvements to common property the lot owner is responsible for

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



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

| Date | Description | Conditions |
|------|-------------|------------|
|------|-------------|------------|

### Body corporate assets

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

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

| Description | Type                | Acquisition | Supplier                                                                 | Original Cost | Cost To Date | Market Value |
|-------------|---------------------|-------------|--------------------------------------------------------------------------|---------------|--------------|--------------|
| CHLORINATOR | Plant and Machinery | 24/07/14    | REDCLIFFE PEST CONTROL SERVICE                                           | \$1,050.00    | \$0.00       | \$1,050.00   |
| CHLORINATOR | Plant and Machinery | 24/07/14    | REDCLIFFE CITY POOL DOCTOR<br>92 Eversleigh Road<br>SCARBOROUGH QLD 4020 | \$1,050.00    | \$0.00       | \$1,050.00   |

### Insurance

The body corporate must insure the common property and assets for full replacement value and public risk.

The body corporate must insure, for full replacement value, the following buildings where the lots in the scheme are created:

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

### Body corporate insurance policies

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

| TYPE/COMPANY                                      | POLICY NO.  | SUM INSURED   | PREMIUM   | DUE DATE | EXCESS        |
|---------------------------------------------------|-------------|---------------|-----------|----------|---------------|
| BUILDING<br>Strata Community Insurance            | POL11126161 | 49,366,602.00 | 52,302.51 | 02/06/26 | As per Policy |
| PUBLIC LIABILITY<br>Strata Community Insurance    | POL11126161 | 50,000,000.00 | Included  | 02/06/26 |               |
| COMMON CONTENTS<br>Strata Community Insurance     | POL11126161 | 493,666.00    | Included  | 02/06/26 |               |
| LOSS OF RENT<br>Strata Community Insurance        | POL11126161 | 7,404,990.00  | Included  | 02/06/26 |               |
| FIDELITY GUARANTEE<br>Strata Community Insurance  | POL11126161 | 100,000.00    | Included  | 02/06/26 |               |
| VOLUNTARY WORKERS<br>Strata Community Insurance   | POL11126161 | Insured       | Included  | 02/06/26 |               |
| OFFICE BEARERS<br>Strata Community Insurance      | POL11126161 | 5,000,000.00  | Included  | 02/06/26 |               |
| MACHINERY BREAKDOWN<br>Strata Community Insurance | POL11126161 | 100,000.00    | Included  | 02/06/26 |               |

### Body corporate insurance policies

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

| TYPE/COMPANY                                       | POLICY NO.  | SUM INSURED  | PREMIUM  | DUE DATE | EXCESS                                           |
|----------------------------------------------------|-------------|--------------|----------|----------|--------------------------------------------------|
| CATASTROPHE<br>Strata Community Insurance          | POL11126161 | 7,404,990.00 | Included | 02/06/26 |                                                  |
| GOVERNMENT AUDIT COS<br>Strata Community Insurance | POL11126161 | 25,000.00    | Included | 02/06/26 |                                                  |
| WH&S APPEAL EXPENSES<br>Strata Community Insurance | POL11126161 | 100,000.00   | Included | 02/06/26 |                                                  |
| LEGAL EXPENSES<br>Strata Community Insurance       | POL11126161 | 50,000.00    | Included | 02/06/26 | \$1,000 legal defence expense + 10% Contribution |
| LOT OWNERS IMPROVEME<br>Strata Community Insurance | POL11126161 | 300,000.00   | Included | 02/06/26 |                                                  |
| TERRORISM<br>Strata Community Insurance            | POL11126161 | Insured      | Included | 02/06/26 |                                                  |
| COMMISSION<br>Strata Community Insurance           | POL11126161 | Nil          | Included | 02/06/26 |                                                  |

### Alternative insurance

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

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

**No**

### Lot owner and occupier insurance

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

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

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

## Contracts and authorisations

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

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



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

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

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

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

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

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

**No**

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

**No**

#### Embedded network electricity supply

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

**No**

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

### Body corporate authority

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

**Name/s** Capitol Strata Mgmt (Red) P/L

**Positions/s held** Body Corporate Manager

**Date** 19/02/2026

**Signature/s** \_\_\_\_\_



#### Copies of documents given with this certificate:

- by-laws for the scheme in consolidated form (if applicable)
- details of exclusive use by-laws or other allocations of common property (if applicable)
- the most recent statement of accounts
- details of amounts payable to the body corporate for another reason (if applicable)
- details of improvements the owner is responsible for (if applicable)
- the register of assets (if applicable)
- insurance policy details

# THE BAY SCARBOROUGH CTS 35389

146 Prince Edward Parade Scarborough Qld 4020

## BALANCE SHEET

AS AT 19 FEBRUARY 2026

|                            | ACTUAL<br>19/02/2026        | ACTUAL<br>31/05/2025        |
|----------------------------|-----------------------------|-----------------------------|
| <b><u>OWNERS FUNDS</u></b> |                             |                             |
| Administrative Fund        | 130,364.51                  | 130,747.06                  |
| Sinking Fund               | 194,276.78                  | 201,605.02                  |
| <b><u>TOTAL</u></b>        | <b><u>\$ 324,641.29</u></b> | <b><u>\$ 332,352.08</u></b> |

### THESE FUNDS ARE REPRESENTED BY

#### **CURRENT ASSETS**

|                            |                          |                          |
|----------------------------|--------------------------|--------------------------|
| Cash At Bank               | 75,669.20                | 129,067.56               |
| Petty Cash - E Waters      | 300.00                   | 300.00                   |
| Term Deposit Macquarie     | 20,636.85                | 19,779.86                |
| Term Deposit Macquarie (2) | 39,446.48                | 38,665.65                |
| Term Deposit Macquarie (3) | 44,790.42                | 43,877.76                |
| Term Deposit Macquarie (4) | 54,351.36                | 53,275.49                |
| Term Deposit Macquarie (5) | 24,535.44                | 24,008.70                |
| Term Deposit Macquarie (7) | 81,131.43                | 79,389.64                |
| Prepaid Expenses           | 0.00                     | 1,710.00                 |
| Prepaid Tax                | 2,665.00                 | 1,933.00                 |
| Hot Water Arrears          | 1,874.90                 | (718.95)                 |
| Other Arrears              | 0.00                     | 60.92                    |
| Sundry Debtors             | (1,863.00)               | (1,173.07)               |
| Secondary Debtors          | (474.94)                 | 783.36                   |
| <b><u>TOTAL ASSETS</u></b> | <b><u>343,063.14</u></b> | <b><u>390,959.92</u></b> |

#### **LIABILITIES**

|                                 |                         |                         |
|---------------------------------|-------------------------|-------------------------|
| Gst Clearing A/C                | (2,683.75)              | (6,479.10)              |
| Payg Clearing Account           | 1,770.00                | 440.00                  |
| Withholding Tax Clearing A/C    | (767.00)                | 0.00                    |
| Payroll Clearing Account        | (1,764.00)              | 0.00                    |
| Creditors                       | (143.00)                | 5,008.22                |
| Accruals                        | (1,863.00)              | 7,291.36                |
| Levies In Advance               | 20,422.60               | 44,745.21               |
| Other Payments In Advance       | 3,450.00                | 7,602.15                |
| <b><u>TOTAL LIABILITIES</u></b> | <b><u>18,421.85</u></b> | <b><u>58,607.84</u></b> |

|                          |                             |                             |
|--------------------------|-----------------------------|-----------------------------|
| <b><u>NET ASSETS</u></b> | <b><u>\$ 324,641.29</u></b> | <b><u>\$ 332,352.08</u></b> |
|--------------------------|-----------------------------|-----------------------------|

# THE BAY SCARBOROUGH CTS 35389

146 Prince Edward Parade Scarborough Qld 4020

## STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JUNE 2025 TO 19 FEBRUARY 2026

|                                         | ACTUAL            | BUDGET            | ACTUAL            |
|-----------------------------------------|-------------------|-------------------|-------------------|
|                                         | 01/06/25-19/02/26 | 01/06/25-31/05/26 | 01/06/24-31/05/25 |
| <b><u>ADMINISTRATIVE FUND</u></b>       |                   |                   |                   |
| <b><u>INCOME</u></b>                    |                   |                   |                   |
| Levies - Administrative Fund            | 98,363.63         | 144,200.00        | 124,727.26        |
| Insurance Levy                          | 37,258.63         | 54,799.50         | 47,305.92         |
| Interest On Overdue Levies              | 735.46            | 0.00              | 268.83            |
| Easement Contributions                  | 3,265.86          | 4,000.00          | 2,436.63          |
| Income - Fob Keys                       | 0.00              | 500.00            | 395.00            |
| Gst On Income                           | 0.00              | (18,090.86)       | 0.00              |
| <b><u>TOTAL ADMIN. FUND INCOME</u></b>  | <b>139,623.58</b> | <b>185,408.64</b> | <b>175,133.64</b> |
| <b><u>EXPENDITURE - ADMIN. FUND</u></b> |                   |                   |                   |
| Bank Charges (Gst Incl)                 | 117.77            | 175.00            | 194.09            |
| Bas Preparation Fee                     | 930.00            | 1,250.00          | 1,195.00          |
| Cleaning                                | 143.09            | 500.00            | 0.00              |
| Cleaning Supplies                       | 277.62            | 1,200.00          | 2,033.94          |
| Community Power                         | 18,359.16         | 31,000.00         | 28,018.11         |
| Hot Water - Community Reimb             | (9,206.10)        | (11,800.00)       | (11,931.51)       |
| Hot Water - Billing                     | 400.00            | 1,000.00          | 800.00            |
| Committee Expense                       | 272.15            | 500.00            | 644.46            |
| Facility Management Fees                | 0.00              | 0.00              | 971.00            |
| Fees & Permits                          | 969.56            | 1,000.00          | 723.93            |
| Fire Protection                         | 11,069.47         | 12,500.00         | 13,522.67         |
| Income Tax Returns                      | 295.00            | 300.00            | 295.00            |
| Insurance                               | 44,050.49         | 44,050.00         | 47,697.26         |
| Insurance-Stamp Duty                    | 3,846.97          | 3,846.00          | 4,163.04          |
| Insurance Valuation                     | 0.00              | 1,000.00          | 0.00              |
| Insurance Workers Compensation          | 0.00              | 200.00            | 0.00              |
| Legal Expenses                          | 0.00              | 0.00              | 55.00             |
| R & M - Building General                | 2,193.55          | 56,000.00         | 1,881.68          |
| R & M - Doors                           | 0.00              | 3,000.00          | 569.09            |
| R & M - Plumbing                        | 0.00              | 13,000.00         | 1,899.11          |
| R & M - Grounds Contractor              | 0.00              | 1,000.00          | 160.73            |
| R & M - Airconditioning                 | 1,610.00          | 0.00              | 0.00              |
| R & M - Garage Door Servicing           | 734.00            | 2,000.00          | 875.94            |
| R & M - Lifts                           | 12,593.70         | 13,000.00         | 15,106.82         |
| R & M - Locks/Keys                      | 363.91            | 500.00            | 508.54            |
| R & M - Electrical                      | 4,504.12          | 4,000.00          | 4,182.37          |
| R & M - Plumbing                        | 7,464.00          | 10,000.00         | 0.00              |
| Management Fees                         | 3,511.35          | 5,500.00          | 5,176.50          |
| Management Fees Additional Svc          | 2,149.25          | 2,900.00          | 2,809.29          |
| Pest Control                            | 0.00              | 500.00            | 0.00              |
| Disbursements                           | 1,292.35          | 1,700.00          | 1,641.39          |
| Stratamax License Fee                   | 181.36            | 575.00            | 385.37            |

# THE BAY SCARBOROUGH CTS 35389

146 Prince Edward Parade Scarborough Qld 4020

## STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JUNE 2025 TO 19 FEBRUARY 2026

|                                           | ACTUAL                      | BUDGET                       | ACTUAL                      |
|-------------------------------------------|-----------------------------|------------------------------|-----------------------------|
|                                           | 01/06/25-19/02/26           | 01/06/25-31/05/26            | 01/06/24-31/05/25           |
| Security                                  | 1,099.00                    | 500.00                       | 0.00                        |
| Swimming Pool Maintenance                 | 2,794.03                    | 4,500.00                     | 3,838.56                    |
| Swimming Pool Chemicals                   | 1,737.73                    | 1,500.00                     | 1,144.55                    |
| Telephone                                 | 1,029.00                    | 1,000.00                     | 1,199.09                    |
| Wages                                     | 22,535.00                   | 37,500.00                    | 33,072.00                   |
| Superannuation                            | 2,688.60                    | 4,687.50                     | 3,708.35                    |
| <b><u>TOTAL ADMIN. EXPENDITURE</u></b>    | <b>140,006.13</b>           | <b>250,083.50</b>            | <b>166,541.37</b>           |
| <b><u>SURPLUS / DEFICIT</u></b>           | <b><u>\$ (382.55)</u></b>   | <b><u>\$ (64,674.86)</u></b> | <b><u>\$ 8,592.27</u></b>   |
| Opening Admin. Balance                    | 130,747.06                  | 130,747.06                   | 122,154.79                  |
| <b><u>ADMINISTRATIVE FUND BALANCE</u></b> | <b><u>\$ 130,364.51</u></b> | <b><u>\$ 66,072.20</u></b>   | <b><u>\$ 130,747.06</u></b> |



# THE BAY SCARBOROUGH CTS 35389

146 Prince Edward Parade Scarborough Qld 4020

## STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JUNE 2025 TO 19 FEBRUARY 2026

|                                            | ACTUAL                      | BUDGET                       | ACTUAL                      |
|--------------------------------------------|-----------------------------|------------------------------|-----------------------------|
|                                            | 01/06/25-19/02/26           | 01/06/25-31/05/26            | 01/06/24-31/05/25           |
| <b><u>SINKING FUND</u></b>                 |                             |                              |                             |
| <b><u>INCOME</u></b>                       |                             |                              |                             |
| Levies - Sinking Fund                      | 52,909.08                   | 77,600.00                    | 67,090.90                   |
| Interest Received                          | 5,894.88                    | 8,000.00                     | 11,637.58                   |
| Insurance Claim Proceeds                   | 0.00                        | 0.00                         | 2,486.36                    |
| Gst On Income                              | 0.00                        | (7,054.54)                   | 0.00                        |
| <b><u>TOTAL SINKING FUND INCOME</u></b>    | <b>58,803.96</b>            | <b>78,545.46</b>             | <b>81,214.84</b>            |
| <b><u>EXPENDITURE - SINKING FUND</u></b>   |                             |                              |                             |
| Fire Equipment                             | 0.00                        | 55,000.00                    | 0.00                        |
| Income Tax                                 | 321.30                      | 500.00                       | 3,424.80                    |
| Intercom Systems                           | 0.00                        | 500.00                       | 0.00                        |
| Insurance Claim Costs                      | 0.00                        | 2,000.00                     | 2,227.28                    |
| Maintenance                                | 22,242.44                   | 0.00                         | 6,898.60                    |
| Maintenance - Bldg Rectificatn             | 0.00                        | 10,000.00                    | 10,658.50                   |
| Maintenance - Doors                        | (976.88)                    | 0.00                         | 6,684.53                    |
| Maintenance - Plumbing                     | 3,800.00                    | 0.00                         | 2,334.64                    |
| Maintenance - Hot Water System             | 0.00                        | 3,000.00                     | 0.00                        |
| Maintenance - Gardens&Grounds              | 0.00                        | 3,000.00                     | 3,160.11                    |
| Maintenance - Tiling                       | 0.00                        | 0.00                         | 409.09                      |
| Electrical/Lighting                        | 2,573.16                    | 0.00                         | 0.00                        |
| Painting                                   | 35,981.45                   | 41,981.00                    | 39,297.30                   |
| Lift Upgrade                               | 0.00                        | 0.00                         | 6,984.00                    |
| Installment Tax                            | 718.00                      | 0.00                         | 0.00                        |
| Swimming Pool                              | 1,472.73                    | 0.00                         | 2,021.09                    |
| <b><u>TOTAL SINK. FUND EXPENDITURE</u></b> | <b>66,132.20</b>            | <b>115,981.00</b>            | <b>84,099.94</b>            |
| <b><u>SURPLUS / DEFICIT</u></b>            | <b><u>\$ (7,328.24)</u></b> | <b><u>\$ (37,435.54)</u></b> | <b><u>\$ (2,885.10)</u></b> |
| Opening Sinking Fund Balance               | 201,605.02                  | 201,605.02                   | 204,490.12                  |
| <b><u>SINKING FUND BALANCE</u></b>         | <b><u>\$ 194,276.78</u></b> | <b><u>\$ 164,169.48</u></b>  | <b><u>\$ 201,605.02</u></b> |

## THE BAY SCARBOROUGH CTS 35389

146 Prince Edward Parade  
Scarborough Qld 4020

### CREDITORS BALANCE REPORT

19 February 2026

| <u>Account No</u> | <u>Name</u>           | <u>Amount</u> |
|-------------------|-----------------------|---------------|
| 08200003          | Australian Tax Office | 143.00        |
| <b>Total</b>      |                       | <b>143.00</b> |

Scheme Name: THE BAY SCARBOROUGH COMMUNITY TITLES SCHEME 35389

Body Corp. Addr: CAPITOL BODY CORPORATE ADMINISTRATION REDCLIFFE  
PO BOX 1020  
REDCLIFFE QLD  
4020

COMMUNITY MANAGEMENT STATEMENT No: 35389

| Title    | Lot | Plan      |
|----------|-----|-----------|
| 50610899 | CP  | SP 164102 |
| 50610900 | 1   | SP 164102 |
| 50610901 | 2   | SP 164102 |
| 50610902 | 3   | SP 164102 |
| 50610903 | 4   | SP 164102 |
| 50610904 | 5   | SP 164102 |
| 50610905 | 6   | SP 164102 |
| 50610906 | 7   | SP 164102 |
| 50610907 | 8   | SP 164102 |
| 50610908 | 9   | SP 164102 |
| 50610909 | 10  | SP 164102 |
| 50610910 | 11  | SP 164102 |
| 50610911 | 12  | SP 164102 |
| 50610912 | 13  | SP 164102 |
| 50610913 | 14  | SP 164102 |
| 50610914 | 15  | SP 164102 |
| 50610915 | 16  | SP 164102 |
| 50610916 | 17  | SP 164102 |
| 50610917 | 18  | SP 164102 |
| 50610918 | 19  | SP 164102 |
| 50610919 | 20  | SP 164102 |
| 50610920 | 21  | SP 164102 |
| 50610921 | 22  | SP 164102 |
| 50610922 | 23  | SP 164102 |
| 50610923 | 24  | SP 164102 |
| 50610924 | 25  | SP 164102 |
| 50610925 | 26  | SP 164102 |
| 50610926 | 27  | SP 164102 |
| 50610927 | 28  | SP 164102 |
| 50610928 | 29  | SP 164102 |
| 50610929 | 30  | SP 164102 |
| 50610930 | 31  | SP 164102 |
| 50610931 | 32  | SP 164102 |
| 50610932 | 33  | SP 164102 |
| 50610933 | 34  | SP 164102 |

COMMUNITY MANAGEMENT STATEMENT Dealing No: 718556406

\*\* End of CMS Search Statement \*\*

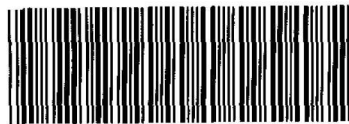




QUEENSLAND LAND REGISTRY  
Land Title Act 1994 and Land Act 1994 and Water Act 2000

## GENERAL REQUEST

FORM 14 Version 4  
Page 1 of 1



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registers in the land registry and the water register. For more information about  
privacy in DERM see the department's website

## 1. Nature of request

To record a new Community Management Statement for  
The Bay Scarborough Community Titles Scheme 35389

## Lodger

Capitol Body Corporate Administration  
PO Box 1020  
REDCLIFFE QLD 4020  
PHONE: 3622 3900  
Email: [reception@capitolbca.com.au](mailto:reception@capitolbca.com.au)

Lodger  
Code

## 2. Description of Lot

## County

## Parish

## Title Reference

Common Property of The Bay  
Scarborough Community Titles Scheme  
35389

Stanley

Redcliffe

50610899

## 3. Registered Proprietor / Crown Lessee

Body Corporate for The Bay Scarborough Community Titles Scheme 35389

## 4. Interest

Fee Simple

## 5. Applicant

Body Corporate for The Bay Scarborough Community Titles Scheme 35389

## 6. Request

I hereby request that: The new community management statement deposited herewith which amends Schedule C being  
the by-laws of the existing community management statement be recorded as the new community management statement  
for The Bay Scarborough Community Titles Scheme 35389.

## 7. Execution by applicant

## Execution Date

## Applicant's or Solicitor's Signature



31/10/2018

31/1/18

Chairperson

Secretary / Treasurer

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

35389

This statement incorporates and must  
include the following:

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

1. Name of community titles scheme

The Bay Scarborough Community Titles Scheme 35389

2. Regulation module

Standard Module

3. Name of body corporate

Body Corporate for The Bay Scarborough Community Titles Scheme 35389

4. Scheme land

| Lot on Plan Description                                              | County  | Parish    | Title Reference                 |
|----------------------------------------------------------------------|---------|-----------|---------------------------------|
| Common Property of The Bay Scarborough Community Titles Scheme 35389 | Stanley | Redcliffe | 50610899                        |
| Lots 1 - 34 (inclusive) in SP164102                                  | Stanley | Redcliffe | 50610900 - 50610933 (inclusive) |

5. #Name and address of original Proprietor

Not applicable

6. Reference to plan lodged with this statement

Not applicable

# first community management statement only

7. Local Government community management statement notation

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

..... Signed

..... name and designation

..... name of Local Government

8. Consent of body corporate



31/10/2018  
Execution Date

Chairperson

Secretary / Treasurer

\*Execution

\*Original Proprietor 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 Act 1997* and is used to maintain the publicly searchable registers in the land registry. For more information about privacy in NR&W see the Department's website.

**SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS**

| <b>Lot on Plan</b>  | <b>Contribution</b> | <b>Interest</b> |
|---------------------|---------------------|-----------------|
| Lot 1 on SP 164102  | 260                 | 380             |
| Lot 2 on SP 164102  | 276                 | 470             |
| Lot 3 on SP 164102  | 271                 | 440             |
| Lot 4 on SP 164102  | 276                 | 485             |
| Lot 5 on SP 164102  | 277                 | 475             |
| Lot 6 on SP 164102  | 272                 | 435             |
| Lot 7 on SP 164102  | 278                 | 485             |
| Lot 8 on SP 164102  | 261                 | 390             |
| Lot 9 on SP 164102  | 279                 | 685             |
| Lot 10 on SP 164102 | 279                 | 690             |
| Lot 11 on SP 164102 | 261                 | 385             |
| Lot 12 on SP 164102 | 260                 | 410             |
| Lot 13 on SP 164102 | 305                 | 675             |
| Lot 14 on SP 164102 | 301                 | 655             |
| Lot 15 on SP 164102 | 308                 | 720             |
| Lot 16 on SP 164102 | 308                 | 725             |
| Lot 17 on SP 164102 | 301                 | 670             |
| Lot 18 on SP 164102 | 305                 | 680             |
| Lot 19 on SP 164102 | 260                 | 410             |
| Lot 20 on SP 164102 | 290                 | 430             |
| Lot 21 on SP 164102 | 305                 | 695             |
| Lot 22 on SP 164102 | 301                 | 685             |
| Lot 23 on SP 164102 | 308                 | 745             |
| Lot 24 on SP 164102 | 308                 | 750             |
| Lot 25 on SP 164102 | 301                 | 685             |
| Lot 26 on SP 164102 | 305                 | 695             |
| Lot 27 on SP 164102 | 260                 | 435             |
| Lot 28 on SP 164102 | 336                 | 1100            |
| Lot 29 on SP 164102 | 333                 | 1150            |
| Lot 30 on SP 164102 | 343                 | 1220            |
| Lot 31 on SP 164102 | 343                 | 1250            |
| Lot 32 on SP 164102 | 333                 | 1180            |
| Lot 33 on SP 164102 | 336                 | 1250            |
| Lot 34 on SP 164102 | 260                 | 480             |
| <b>TOTALS</b>       | <b>10000</b>        | <b>23025</b>    |

**SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND**

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

**SCHEDULE C BY-LAWS**

These are the By-Laws for The Bay Scarborough Community Titles Scheme 35389 which have effect in accordance with the Body Corporate and Community Management Act 1997.

**1. DEFINITIONS AND INTERPRETATION**

1.1 In these By-laws, the following words have the following meaning unless the context otherwise requires:

- (a) **"Act"**: the Body Corporate and Community Management Act 1997 as amended from time to time. If the act is repealed, then the replacement Act;
- (b) **"Body Corporate"**: the body corporate created upon the establishment of the Scheme pursuant to the Act;
- (c) **"Body Corporate Assets"**: the equipment and other goods and chattels located on the Common Property owned by the Body Corporate;
- (d) **"Body Corporate Manager"**: the person appointed by the Body Corporate at any time pursuant to the Act as the manager of the body corporate;
- (e) **"Building"**: the building and all improvements comprised in the scheme;
- (f) **"Building Manager"**: the person appointed by the Body Corporate at any time pursuant to the Act for the better management, control use and enjoyment of the Common Property and for the better exercise and performance of the Body Corporate's powers and duties;
- (g) **"Committee"**: the committee of the Body Corporate appointed pursuant to the Act;
- (h) **"Common Property"**: the common property created upon establishment of the Scheme and being so much of the building and land which is not comprised in any lot;
- (i) **"CMS"**: the Community Management Statement for the Scheme;
- (j) **"Land"**: all the land referred to in the Building Format Plan for the Scheme;
- (k) **"Letting Agent"**: the person authorised by the Body Corporate at any time pursuant to the Act as a letting agent for the Scheme;
- (l) **"Lot"**: a lot in the scheme;
- (m) **"Owner"**: the registered owner or occupier from time to time of a lot;
- (n) **"Owner's Invitees"**: each of the Owner's officers, employees, agents, visitors, invitees, lessees and others claiming through or under the owner;
- (o) **"Regulations"**: the Body Corporate and Community Management (Standard Module) regulation 1997 or such other Regulation Module applying to the Scheme from time to time;
- (p) **"Scheme"**: The Bay Scarborough Community Titles Scheme established pursuant to the Act;
- (q) **"Swimming Pool Area"**: the swimming pool and adjacent areas.

1.2 In these by-laws, unless the context otherwise requires:

- (a) Referenced to any right, power or authority of the Body Corporate or Committee to do anything extends to all people authorised by them;
- (b) References to a Lot, the Common Property, Building, Land or to any thing includes any part of it;
- (c) Any obligation on an Owner not to do any act of thing includes an obligation not to permit such act or thing to be done and to prevent such act of thing being done by the Owners Invitees;



- (e) words denoting the singular include the plural number and vice versa;
- (f) words importing a gender include any gender;
- (g) words denoting a natural person include companies, partnerships, trusts or bodies corporate;
- (h) headings are for convenience only and do not affect the interpretation of these by-laws;
- (i) derivatives of any word or expression defined in these By-laws will have a corresponding meaning;
- (j) any notice to be given or any consent or approval required to be obtained from the Body Corporate or committee under these By-laws must be given or obtained in writing; and
- (k) anything to be done by the Body Corporate may be done by the Committee if authorised by the Act.

## 2. NOISE

2.1 An owner must not create any noise likely to interfere with the peaceful enjoyment of the owner of another lot or of any person lawfully using common property.

2.2 An owner will:

- (a) not permit any musical instrument to be practised or played in his lot between the hours of 9.00pm and 7.00am. If a musical instrument is practised or played between the hours of 7.00am to 9.00pm, then such practise must not extend beyond a period of one (1) hour at any one time or for a total of more than two (2) hours during any day;
- (b) not hold any social gathering in his lot which is likely to breach by-law 2.1;
- (c) not allow radios, radiograms, television sets, stereos, or the like to emit noise so as to breach by-law 2.1;

And in any event the sound emanating from a lot must not cause the average maximum corrected sound levels to exceed the background sound level at any adjacent residences (including any one or more of the lots) by more than 5dB(A).

2.3 An owner must:

- (a) cause as little noise as is reasonable possible when leaving or returning to the building between the hours of 9.00pm and 9.00am; and
- (b) request the owner's invitees who leave or enter the building after 9.00pm to do so quietly.

2.4 In the event of any unavoidable noise in a lot at any time, the owner must take all practical means to minimise annoyance and disturbance to owners of other lots.

2.5 An owner:

- (a) must not install or cause to be installed or place in or upon any part of the lots, hard flooring such as timber, tiles, marble or any such similar material ("the works") unless the owner has first obtained written approval from the body corporate. The body corporate may impose conditions upon the granting of such approval;
- (b) must comply with any conditions imposed by the body corporate when granting its approval to the works including any conditions which are imposed to prevent noise arising in any way out of the installation or use of the works from being transmitted from the lot to another lot;
- (c) acknowledges that any approval by the body corporate to the works does not in any way relieve the owner of his responsibility under this by-law;

- (d) agrees that in the event that any noise arises in any way out of the installation or use of the works which is transmitted from the lot to another lot, then the owner will at his expense, remove the works from the lot upon receiving written notice from the body corporate to do so, or otherwise must comply with any reasonable direction given by the body corporate to mitigate any such noise.

### 3. OBSTRUCTION

An owner must not obstruct the lawful use of common property by any other person, and must not interfere with or obstruct:

- (a) The Body corporate Manager, the Building Manager or the Letting Agent from;
  - (i) performing their duties or exercising their rights; or
  - (ii) using any part of the Common Property designated by the Body Corporate for use by them.
- (b) The pathways and driveways of the land or any easements giving access to and from the land for any purpose other than the reasonable ingress to and egress from the owner's lot, the building or the land.

### 4. VEHICLES

4.1 A resident of a Lot must not, except where a By-Law authorises them to do so, or where they have the Body Corporate's consent, park or stand any vehicle upon Common Property other than in the areas provided.

4.2 Vehicles must be driven safely and at a safe speed, as per signage.

### 5. DAMAGE TO GARDENS

An owner must not:

- (a) Damage any lawn, garden, tree, shrub, plant or flower which is part of or situated upon common property (including exclusive use areas); or
- (b) Except with the body corporate's consent, use for his own purposes as a garden any portion of the common property (including exclusive use areas).

### 6. DAMAGE TO COMMON PROPERTY

An owner must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface the common property and/or body corporate assets except with the body corporate's consent. This by-law does not prevent an owner, or person authorised by him, from installing:

- (a) Any locking or other safety device for the protection of his lot against intruders; or
- (b) Any screen or other device to the interior of his lot to prevent entry of animals or insects upon his lot.

Where such device is first approved by the body corporate and is constructed and installed in a workman-like manner, is maintained in a state of good and serviceable repair by the owner and does not detract from the amenity of the building.

### 7. RUBBISH DISPOSAL

A resident must:

- (a) Not throw, or allow falling, any paper, rubbish, refuse, cigarette butts or any other thing out of the windows or doors or down the staircase. From balconies, from the roof or in passageways of the building;
- (b) Not deposit or throw upon the Common Property any rubbish, cigarette butts, dirt, dust or other thing likely to interfere with the peaceful enjoyment of the Resident of another Lot or of any person lawfully using the Common property;

- (c) Except where the Body Corporate provides some other means of disposal of garbage, maintain and use within the Lot, or such part of the Common property as may be authorized by the Body Corporate, in clean and dry condition, an adequately covered receptacle for garbage;
- (d) When disposing of garbage through a garbage chute, ensure that all garbage is securely contained within double plastic bags and also ensure that the area surrounding the garbage chute is left clean and tidy, with no uncovered garbage to be left in the area. ;
- (e) Comply with local authority by-laws and ordinances relating to the disposal of garbage;
- (f) Ensure that the health, hygiene and comfort of the Resident r of any Lot not adversely affected by his disposal of garbage; and
- (g) Comply with any reasonable direction of the Body Corporate. In relation to the disposal or recycling of garbage.
- (h) Recyclable items such as bottles, cans, papers, cardboard, etc. must be taken down to the refuse area. When using the recycling bins, wash cans, bottles (milk, orange juice, etc.) for both health and reduce odors. At no time put food scraps or plastic bags in recycle bins.
- (i) Meat and fish scraps should be frozen until the Tuesday morning, and then placed in the garbage bin
- (j) The rubbish bins are for HOUSEHOLD rubbish only. All other THROW AWAYS (INCLUDING LARGE BOXES AND PACKING MATERIALS) to be taken to Council dump at Duffield Road. This is a free service.

#### 8. KEEPING LOTS CLEAN

All lots must be kept clean and all practicable steps must be taken to prevent infestation by vermin and/or insects.

#### 9. APPEARANCE OF BUILDING

9.1 An owner will not, except with the Body Corporate consent:

- (a) Make any change to his Lot whether internal or external which affects the external appearance of his Lot.
- (b) Hang anything (for example washing, towel, bedding or other article) or display anything (for example signs, advertisements, placards or banners) on any part of his Lot so as to be visible from outside the building.

9.2 An owner must:

- (a) Lodge a written application to the body corporate to install any shutter system to their balcony and/or terrace;
- (b) All applications must be in accordance with the Minimum Shutter Specification as approved by the body corporate;
- (c) An owner must ensure that all balconies and terraces are not enclosed by, glazing, louvers or similar permanent structure as required by Local Authority.
- (d) Cost of removal and maintenance of installed shutters, must always be the responsibility of the owners.

9.3 An Owner of a Lot which contains a balcony , terrace, roof terrace or garden area, pot plants or planter box is responsible for the maintenance of such balcony, terrace, roof terrace, or garden area, pot plant or planter box, whether it is part of the title to the Lot or part of the Lot by way of exclusive use. An Owner must take care when watering or carrying out any maintenance so as to cause minimum disturbance to other Residents.

9.4 A Resident must ensure that all trees, shrubs, plants in or on any balcony, terrace, roof terrace or garden

area, pot or plant box:

- (a) Are kept and maintained in good health and condition.
- (b) Do not extend beyond the boundaries of the Lot; and
- (c) Do not obstruct the views from another Lot or interfere with the use and enjoyment of another Lot.

#### **10. USE OF EXTERNAL AREAS**

An owner must not (except with the body corporate's consent and the obtaining of all other approvals required by law, install, construct, erect or affix anything whatsoever on the balcony, roof terrace or external areas of his lot).

#### **11. WINDOWS**

Windows in any lot must be kept clean and promptly replaced with fresh glass of the same kind, colour and weight as at present if broken or cracked.

#### **12. CURTAINS/WINDOW COVERING**

Except for inside lots, an owner must not hang or install curtains or other window coverings or install any fixtures which are visible from outside the lot unless they are within the colour scheme and design which have been approved by the body corporate. An owner must not install, renovate and/or replace a curtain backing or window tinting without having the colour and design of it approved by the body corporate. In giving such approvals, the body corporate must ensure, so far as practicable, that curtain backings and tinting used in any lot represents a uniform appearance when viewed from outside the building.

#### **13. AERIALS**

Outside radio, satellite or television aerials, receiver dishes or similar devices must not be erected or installed without the body corporate's consent.

#### **14. STRUCTURAL ALTERATIONS**

14.1 No structural alteration is to be made to any lot (including alterations to gas, water, electrical installation or other services or work for the purpose of enclosing in any way whatsoever the balcony or terrace areas of any lot or the installation of any air conditioning system) without the body corporate's consent and all other approvals required by law.

14.2 In making a renovation or alteration to a lot, an owner must:

- (a) Rectify any damage sustained to the common property.
- (b) Not remove or interfere with any load bearing wall or support without the body corporate's consent.

An owner must allow the body corporate to inspect the lot and give to it, upon request, any plans and specifications it considers necessary to enable it to give its approval.

#### **15. MOVEMENT OF FURNITURE, FITTINGS AND EQUIPMENT**

An owner must give at least 24 hours' notice to the Building Manager before any furniture, fittings or equipment is moved in or out of a lot. It must be moved in accordance with the body corporate's directions. This by-law will not apply if they can be safely and adequately moved by one person without damage to the common property or the property of other owners.

#### **16. REPAIRS**

All repairs to any lot must be carried out promptly and in a workmanlike manner by the owners. The body corporate may give notice to any owner regarding any aspect of their lot requiring repair or maintenance work, and may liaise with the owner in relation to the carrying out of the repair or maintenance work.

**17. NOTICE OF ACCIDENT**

An owner must give the body corporate prompt notice of any accident to, need to repair or defect in the water pipes, gas pipes, electrical installations, services or fixtures or the common property which comes to his knowledge. The body corporate will have authority, having regard to the urgency in the circumstances, to examine or make such repairs or renovations as may be necessary for the safety and preservation of the building as often as may be necessary.

**18. INSTRUCTIONS TO CONTRACTORS**

No owner will give any instructions to body corporate contractors. All requests must be submitted in writing to the Body Corporate Manager, Building Manager or Secretary of the Body Corporate.

**19. STORAGE OF FLAMMABLE LIQUIDS, ETC**

19.1 Except with the body corporate's consent or as may otherwise be approved by the body corporate, an owner must not use or store any flammable chemical, liquid, gas or other flammable substance upon:

- (a) His lot, except for those used or intended to be used for domestic purposes; or
- (b) The common property, except for any such substance used or intended to be used in a fuel tank of a motor vehicle or internal combustion engine.

19.2 An owner must not without the consent of the body corporate, bring on to, do or keep anything in his lot or the common property which may invalidate, suspend or increase the premium for any insurance policy on the building or any property on the land or which may conflict with the laws and/or regulations relating to fires or any such insurance policy or the regulations or ordinances of any public authority for the time being in force.

19.3 Paragraphs 19.1 and 19.2 do not apply to any flammable substances used or stored by the Body Corporate Manager or Building Manager in performing their duties.

**20. WATER WASTAGE**

An owner must ensure that all water taps in his lot or on the common property are properly turned off after use.

**21. WATER APPARATUS**

The toilets, conveniences and other water apparatus (including waste pipes and drains) must not be used for any purpose other than those for which they were constructed and no sweepings or rubbish, or other unsuitable substance may be deposited in them. Any costs or expenses resulting from damage or blockage to them from misuse or negligence must be borne by the owner.

**22. KEEPING OF ANIMALS**

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

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

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

22.3 In deciding whether or not to consent an occupier of a lot keeping an animal on the lot, the following conditions may be required by the body corporate-

- (a) A report by a suitable qualified veterinarian regarding the suitability of a pet to live in the complex;
- (b) The pet is kept within the lot;
- (c) The pet does not cause a nuisance to or disturb any other lot owner or occupier.



- (d) The pet is prohibited anywhere within the pool area;
- (e) The pet is restrained when on common property and is carried whilst in entry lobbies, individual floor lobbies and lifts;
- (f) The pet is domesticated, kept clean, quiet and controlled at all times, whilst within the lot and whenever on common property.
- (g) The pet does not go to the toilet nor run loose whilst on common property. The owner will subject to a cleaning fee for breach of this condition.
- (h) The pet wears an identification tag clearly showing the owner's name, address and telephone number;
- (i) A photo of the pet is supplied to body corporate manager;
- (j) The consent will only apply to the existing pet and shall not apply to any further subsequent or replacement pet;
- (k) That the pet not be a risk to the health or create unacceptable distress to an occupant in the event that the pet escapes the control of the owner;
- (l) Whether it is appropriate and humane to keep such an animal on the lot.

### 23. INFECTIOUS DISEASES

In the event of any infectious disease which may require notification by virtue of any statute, regulation or ordinance affecting any person in any lot, the owner of such lot must:

- (a) Give, or cause to be given, such notice and any other information which may also be required and give a copy of such notice and information to the body corporate; and
- (b) Pay to the body corporate the expenses of disinfecting the building, the land or the common property, where necessary, and replacing any articles or things the destruction of which may be rendered necessary by such disease.

### 24. USE OF LOTS

24.1 An owner must not use his lot for any purpose which may be illegal or unlawful or be injurious to the reputation of the Scheme. In particular:

- (a) The lot must be used for residential and home office purposes only;
- (b) Car spaces or storage spaces in a lot or in the common property which must only be used for their intended purpose and must be kept tidy and free of litter; and
- (c) The lot (one only) which is approved from time to time by the body corporate which may, in addition to residential purposes, be also used for performing the duties under the Building Management Agreements and Letting Authority entered into between the Body Corporate and the Building Manager.

24.2 An owner must, at his own cost, promptly comply with all laws relating to the lot, including, without limitation, any requirements, notices and orders of any relevant authority.

### 25. AUCTION SALE

No auction may be conducted on the land without the body corporate's approval and any directions given by the Body Corporate Manager or Building Manager must be complied with.

### 26. SECURITY OF LOTS

All doors and windows to any lot must be securely fastened on all occasions when the lot is left unoccupied. The body corporate reserves the right to enter and fasten the locks if left insecurely fastened.

**27. SWIMMING POOL AND SPA AREA**

- 27.1 A resident must ensure that the Swimming Pool and Spa Area are not used:
- (a) By the resident's Invitees unless accompanied by the resident, unless permission is granted by the resident.
  - (b) By children below the age of 13 years unless accompanied by an adult exercising effective control over them;
  - (c) Between the hours of 9.00pm and 6.00 am without the Body Corporate's consent and
  - (d) In a manner that is likely to interfere with the peaceful enjoyment of any other Owner or any person lawfully using the Common Property.
- 27.2 A resident must also ensure that:
- (a) Alcoholic beverages are not taken into or consumed;
  - (b) Glass containers or receptacles of any type are not taken into or allowed to remain; and
  - (c) Caution is exercised at all times and there is no running, jumping, diving or splashing;
- In or around the Swimming Pool Area
- 27.3
- (a) The Spa will be heated to 37 degrees and the Spa heater will be on at all times.
  - (b) Pool rules and resuscitation techniques are displayed in the Swimming Pool and Spa Area. Please comply with them;
  - (c) Ensure you and your guests dry off prior to leaving the Swimming Pool and Spa Area.

**28. GYM**

- 28.1 A Resident must ensure that the Gym is not used:
- (a) By the Resident's invitees unless given permission of the resident.
  - (b) By children below the age of 13 years unless accompanied by an adult exercising effective control over them;
  - (c) Between the hours of 9.00 pm and 6.00am without the Body Corporate consent and
  - (d) In a manner that is likely to interfere with the peaceful enjoyment of any other Resident or any person lawfully using the Common Property.
- 28.2 A Resident must also ensure that:
- (a) Alcoholic beverages are not taken into or consumed; and
  - (b) Glass containers or receptacles of any type are not taken into or allowed to remain; and
  - (c) Caution is exercised at all times, while using the Gym.
  - (d) Gym rules are displayed in the Gym. Please comply with them;
  - (e) Gym must be left in a clean and dry condition after using any gym apparatus.
- 28.3 The Body Corporate is empowered to change the times for the use of the Gym or formulate such other rules relating to the use of the Gym.

**29. SECURITY SYSTEM**

- 29.1 The body corporate has authority to operate a security system for the land, including the implementation of security procedures and equipment designed to prevent unauthorised entry of the land. It may operate the security system itself or delegate that responsibility to someone else or retain someone else to operate the security system.
- 29.2 An owner must comply with the security system and must not do anything which may detrimentally affect the security system or its operation.
- 29.3 The body corporate is not responsible or liable for loss or damage sustained by anybody caused, directly or indirectly, by:
- (a) The security system not working, or not working properly or as well as it could work; or
  - (b) Somebody making an unauthorised entry on to the land.
- 29.4 If the body corporate restricts access of the owners to any part of the common property by means of a lock or similar security device, it may make such a number of keys or operating systems as it determines available to owners, free of charge. Thereafter, the body corporate may, at its discretion, make additional numbers thereof available to owners upon payment of a reasonable charge as determined from time to time by the body corporate.
- 29.5 An owner to whom any key or operating system is given must exercise a high degree of caution and responsibility in making it available for use by any other person and must take reasonable precautions (which includes the insertion of an appropriate covenant in any lease, licence or other agreement for the occupancy of a lot) to ensure its return to the owner or the body corporate upon that person ceasing to be an occupier.
- 29.6 An owner into whose possession any key or operating system has come must not, without the body corporate's approval, duplicate them and must take all reasonable precautions to ensure that they are not lost or handed to any other person who is not another owner and that they are not disposed of except than by returning them to the body corporate.
- 29.7 An owner who is issued with a key or operating system must immediately notify the body corporate if it is lost or misplaced. Any costs for the replacement or supply of additional keys or operating system must be borne by that owner.
- 29.8 The body corporate may make keys or operative systems available to anyone having rights under the Community Management Statement.

**30. FIRE CONTROL**

- 30.1 An owner must not use or interfere with any fire safety equipment, except in the case of an emergency, and must not obstruct fire stairs or fire escapes.
- 30.2 The body corporate or an owner must, with respect to the Scheme or the Lot, as appropriate:
- (a) Consult with any relevant authority as to an appropriate fire alarm and fire sprinkler system for the Scheme or the Lot;
  - (b) Ensure that all adequate equipment is obtained and maintained so as to prevent fire or the spread of fire or from the Scheme or the Lot to the satisfaction of all relevant authorities; and
  - (c) Take all reasonable steps to ensure compliance with fire laws with respect to the Scheme or the Lot.
- 30.3 An owner must take all reasonable care to avoid setting off smoke detectors installed in his lot. The body corporate is entitled to recover any costs levied by the Fire Brigade or other relevant authority from any owner responsible for false activations of the fire alarm.

**31. EXCLUSIVE USE**

- 31.1 The body corporate may, subject to the Act and from time to time allocate to a lot the right to exclusive use and enjoyment, or authorise an owner to exclusively occupy any part of the common property.
- 31.2 An owner to whom an allocation is made or authorisation is granted pursuant to this by-law 31:
- (a) Will be entitled to the exclusive use and enjoyment, subject to any rights of access required to that exclusive use, or other part of the common property.
  - (b) Must only use the exclusive use area for the purposes for which they are designed;
  - (c) Must not create a nuisance;
  - (d) Must at the owner's cost, ensure that the exclusive use area is at all times kept in good repair and in a clean and tidy condition; and
  - (e) Will, with respect to his allocated space, be responsible, at the owner's own cost, for the duties of the body corporate under the Act.

**32. COMMUNICATIONS EQUIPMENT**

The body corporate recognises that there may be an agreement in place with a communications carrier for the installation of cabling, wiring, ducting, conducting, amplifiers and other necessary equipment required for the provision of services to the building and each lot. The body corporate must:

- (a) Allow a person to install all cabling, wiring, ducting, conduits, amplifiers and any other necessary equipment to enable owners to connect to such services; and
- (b) Provide a supply of electricity, at the cost of the body corporate, if needed for any component to facilitate the instalment on common property.

**33. BULK SUPPLY OF UTILITY**

The body corporate may purchase, rent, lease or otherwise acquire and may install, use, run and maintain a utility management system in the building. If so:

- (a) The body corporate may enter into a contract for the purpose of reticulated electricity, gas or other commercially available energy ("utility"), on the most economical basis, for the whole of the building from the relevant authority;
- (b) The body corporate may sell utility to each other;
- (c) Each owner must purchase and use all utility consumed in his lot direct from the body corporate and must not purchase utility from any other source;
- (d) The body corporate must arrange for the installation of separate utility meters for each lot;
- (e) The body corporate will not be required to supply to any owner any utility requirements beyond those requirements which the relevant authority could supply at any particular time.
- (f) The price to be charged by the body corporate to each owner for such supply must be at the same rate and governed by the same conditions as would be imposed from time to time by the relevant authority if that authority were supplying utility direct to each owner;
- (g) The body corporate must render accounts to each owner which must be paid to the body corporate within 14 days of delivery of the account;
- (h) An owner will be liable for payment of a utility account jointly or severally with any person who was liable to pay that account when that owner became the owner of the relevant lot;
- (i) If a proper utility account is not paid by its due date for payment, the body corporate will be entitled to:

- (i) Recover the amount of unpaid account (whether or not a formal demand has been made) as a liquidated debt due; and/or
- (ii) Disconnect the supply of utility to the relevant lot;
- (j) The body corporate will not, under any circumstances, be responsible or liable for any failure of the supply of utility due to breakdowns, repairs, maintenance, strikes, accidents or cases of any kind; and
- (k) The body corporate must, from time to time, determine the amount of a security deposit to be paid by each owner whose lot is connected for the supply of the reticulated utility as a guarantee against non-payment of accounts or money under paragraph (i).

#### **34. BODY CORPORATE TO BE PERMITTED TO ENTER**

Upon one (1) business days' notice to the owner, the body corporate may:

- (a) Inspect the interior of any lot; and
- (b) Test the water, energy or other services or equipment therein and may trace and repair any leakage or defect in those installation or equipment at the owner's expense where the leakage or defect is due to any act or negligence of such owner or the owner's invitees.

If the body corporate is not permitted entry by the owner, the body corporate may effect an entry. The body corporate, in exercising these powers, will ensure that as little inconvenience is caused to the owner as is reasonable in the circumstances.

#### **35. BODY CORPORATE MAY EMPLOY**

The body corporate may employ, for and on behalf of the body corporate, such agents and servants as it thinks fit in connection and with the exercise and performance of the powers, authorities, duties and functions of the body corporate.

#### **36. RULES MAY BE MADE**

The committee may make house rules relating to the Common Property (or other matters contemplated by these by-laws), which must not be inconsistent with these by-laws, and which may be disallowed or revoked by a majority resolution at a general meeting of the owners. This includes a house rule restricting or prohibiting smoking on the common property.

#### **37. RECOVERY OF COSTS**

37.1 An owner must pay on demand the whole of the body corporate's costs and expenses (including Solicitor's costs on a full indemnity basis) in connection with:

- (a) Recovering levies or other money payable to the body corporate pursuant to the Act duly levied upon the relevant owner by the body corporate or otherwise pursuant to these by-laws;
- (b) All legal or other proceedings concluded in favour of the body corporate taken by or against the relevant owner;
- (c) Any damage to the Common Property or personal property vested in the body corporate which is caused or contributed by the relevant owner or the owner's invitees;
- (d) Any damage caused by a breach of the Act or of these by-laws by any owner or the owner's invitees.

37.2 The amount of any such costs will be deemed to be a liquidated debt due by the owner to the body corporate.

If an owner fails to pay any costs upon demand, the body corporate may:

- (a) Take action for the recovery of those costs in a Court of Competent Jurisdiction; and/or



- (b) Enter such costs and expenses against the levy account with respect to the relevant lot.

37.3 If a contribution levied under Body Corporate and Community Management Act 1997 is unpaid thirty (30) days after its falls due for payment, then the amount of the unpaid contribution will bear interest at an annual rate to be determined by the body corporate committee from time to time. If no such resolution has been made, then at a rate of 2% per month or any part thereof.

37.4 In this by-law, references to an owner will include a reference to a mortgagee in possession of an owner's lot.

### **38. DISPLAY UNIT**

38.1 While the original owner (as defined in the Act) remains an owner of any lot in the Scheme, it and its officers, servants and/or agents will be entitled to utilise any lot of which it remains an owner, as a display unit, for the purpose of allowing prospective or lessees of any lot to inspect the lot and, notwithstanding by-law 25, to conduct any auction or sales activity for that lot or any other lot.

38.2 The original owner will be entitled, for the purposes of exercising its rights under by-law 38.1:

- (a) To place such signs and other advertising and display material in and about the Building, and on and about any parts of the common property; and
- (b) To full and interrupted access to the Building and Land for itself and its officers, servants and/or agents.

### **39. BEHAVIOUR OF INVITEES**

39.1 The duties and obligations imposed by these by-laws on an owner must be observed not only by the owner, but by the owner's invitees and any mortgagee in possession of the lot.

39.2 Any owner of a lot which is the subject of a lease, license or other agreement for occupation must ensure, and must take any action available to him under any such agreement to ensure that the occupier of the lot and the owner's invitees comply with these by-laws. In particular, a copy of these by-laws (or a summary of them approved by the body corporate) must be exhibited in a prominent place in the lot.

### **40. LETTER BOXES**

An owner must ensure that his letter box (if one is provided) is regularly cleared and any unwanted material properly disposed of.

### **41. NOTICES**

An owner must observed the terms of any notice displayed by authority of the body corporate or of any statutory authority.

### **42. AIR CONDITIONERS**

42.1 Each owner is responsible for the maintenance and repair of their split air conditioning system according to the manufacturer's recommendation.

42.2 Where part of the split air conditioning system is located on common property, an owner and/or an owner's contractor may access the split air conditioning system for the purposes of maintenance, repair and replacement provided that:

- (a) Any work is carried out in a good and workmanlike manner; and
- (b) The Common Property is kept in a clean and tidy condition.

### **43. COMMUNAL BBQ AREA**

- (a) Resident or the resident's invitee shall notify the Body Corporate in writing via the Body Corporate's mail box when they wish to book the Communal BBQ Area for functions etc. With Lot number, date, time frame, if they would utilize the BBQ, contact details, etc.;

- (b) Residents may use the facilities in the Communal BBQ Area, at any times, within the specified times, as long as it has not been booked by a Resident, and permission was granted.
- (c) The barbeque to be cleaned after your use and left in a good condition ready for the next booking;
- (d) The Body Corporate to be notified if the BBQ LPG bottle is low or empty needed to be exchanged ready for the next use of the Communal Area;
- (e) All rubbish to be removed from the Communal Area and disposed of in the refuse bins located in the Basement;
- (f) The area to be left clean, tables and chairs wiped down then stacked neatly against the wall;
- (g) Gate to be closed and access doors to the Lobby to be securely locked.

#### 44. ROOF DECK ACCESS

44.1 A resident must ensure that the Moreton Tower Roof Deck Area (Level R) {Level G on SP164102) are not used:

- (a) By the resident's Invitees unless accompanied by the resident;
- (b) By children below the age of 13 years unless accompanied by an adult exercising effective control over them;
- (c) Between the hours of 9.00pm and 6.00am without the Body Corporate consent and
- (d) In a manner that is likely to interfere with the peaceful enjoyment of any other Resident or any person lawfully using the Common Property.
- (e) All rubbish to be removed from the Common Property and disposed of in the refuse bins located in the Basement;
- (f) The area to be left in a clean condition.

44.2 A resident must ensure that the Stradbroke Tower Roof Deck Areas (Level P (level F on SP164102) plus Roof (level G on SP164102) are not used:

- (a) Without prior consent obtained from the Body Corporate or their appointee. Once consent is granted a key and fob will be issued for period required. All keys and fobs must be returned;
- (b) By the resident's Invitees unless accompanied by the resident;
- (c) By children below the age of 13 years unless accompanied by an adult exercising effective control over them;
- (d) Between the hours of 9.00pm and 6.00am without the Body Corporate consent and;
- (e) In a manner that is likely to interfere with the peaceful enjoyment of any other Owner or any person lawfully using the Common Property.
- (f) All rubbish to be removed from the Common Property and disposed of in the refuse bins located in the Basement;
- (g) The area/s to be left in a clean condition

#### 45. PENETRATIONS TO BALCONIES, TERRACES, DECK FLOORS

45.1 An owner must:

- (a) Apply to the Body Corporate for consent to drill into balcony, terraces or deck flooring to affix any items.

- (b) Make every effort to repair the waterproofing when installing the fixing points.
- (c) Accept responsibility for any damage to Lot/s below that may be caused by any penetration.
- (d) When selling the Lot remove fixing points, bolts, etc. and make good the waterproofing OR transfer the responsibility for any future damage to the new Owner.

|                   |                                                        |
|-------------------|--------------------------------------------------------|
| <b>SCHEDULE D</b> | <b>OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED</b> |
|-------------------|--------------------------------------------------------|

| Lot on Plan         | Statutory Easements                                                                 |
|---------------------|-------------------------------------------------------------------------------------|
| Lot 1 on SP 164102  | Support, water, sewerage, communications, electricity and air conditioning          |
| Lot 2 on SP 164102  | Shelter, support, water, sewerage, communications, electricity and air conditioning |
| Lot 3 on SP 164102  | Shelter, support, water, sewerage, communications, electricity and air conditioning |
| Lot 4 on SP 164102  | Shelter, support, water, sewerage, communications, electricity and air conditioning |
| Lot 5 on SP 164102  | Shelter, support, water, sewerage, communications, electricity and air conditioning |
| Lot 6 on SP 164102  | Shelter, support, water, sewerage, communications, electricity and air conditioning |
| Lot 7 on SP 164102  | Shelter, support, water, sewerage, communications, electricity and air conditioning |
| Lot 8 on SP 164102  | Shelter, support, water, sewerage, communications, electricity and air conditioning |
| Lot 9 on SP 164102  | Shelter, support, water, sewerage, communications, electricity and air conditioning |
| Lot 10 on SP 164102 | Shelter, support, water, sewerage, communications, electricity and air conditioning |
| Lot 11 on SP 164102 | Shelter, support, water, sewerage, communications, electricity and air conditioning |
| Lot 12 on SP 164102 | Shelter, support, water, sewerage, communications, electricity and air conditioning |
| Lot 13 on SP 164102 | Shelter, support, water, sewerage, communications, electricity and air conditioning |
| Lot 14 on SP 164102 | Shelter, support, water, sewerage, communications, electricity and air conditioning |
| Lot 15 on SP 164102 | Shelter, support, water, sewerage, communications, electricity and air conditioning |
| Lot 16 on SP 164102 | Shelter, support, water, sewerage, communications, electricity and air conditioning |
| Lot 17 on SP 164102 | Shelter, support, water, sewerage, communications, electricity and air conditioning |
| Lot 18 on SP 164102 | Shelter, support, water, sewerage, communications, electricity and air conditioning |
| Lot 19 on SP 164102 | Shelter, support, water, sewerage, communications, electricity and air conditioning |
| Lot 20 on SP 164102 | Shelter, support, water, sewerage, communications, electricity and air conditioning |
| Lot 21 on SP 164102 | Shelter, support, water, sewerage, communications, electricity and air conditioning |
| Lot 22 on SP 164102 | Shelter, support, water, sewerage, communications, electricity and air conditioning |
| Lot 23 on SP 164102 | Shelter, support, water, sewerage, communications, electricity and air conditioning |
| Lot 24 on SP 164102 | Shelter, support, water, sewerage, communications, electricity and air conditioning |
| Lot 25 on SP 164102 | Shelter, support, water, sewerage, communications, electricity and air conditioning |

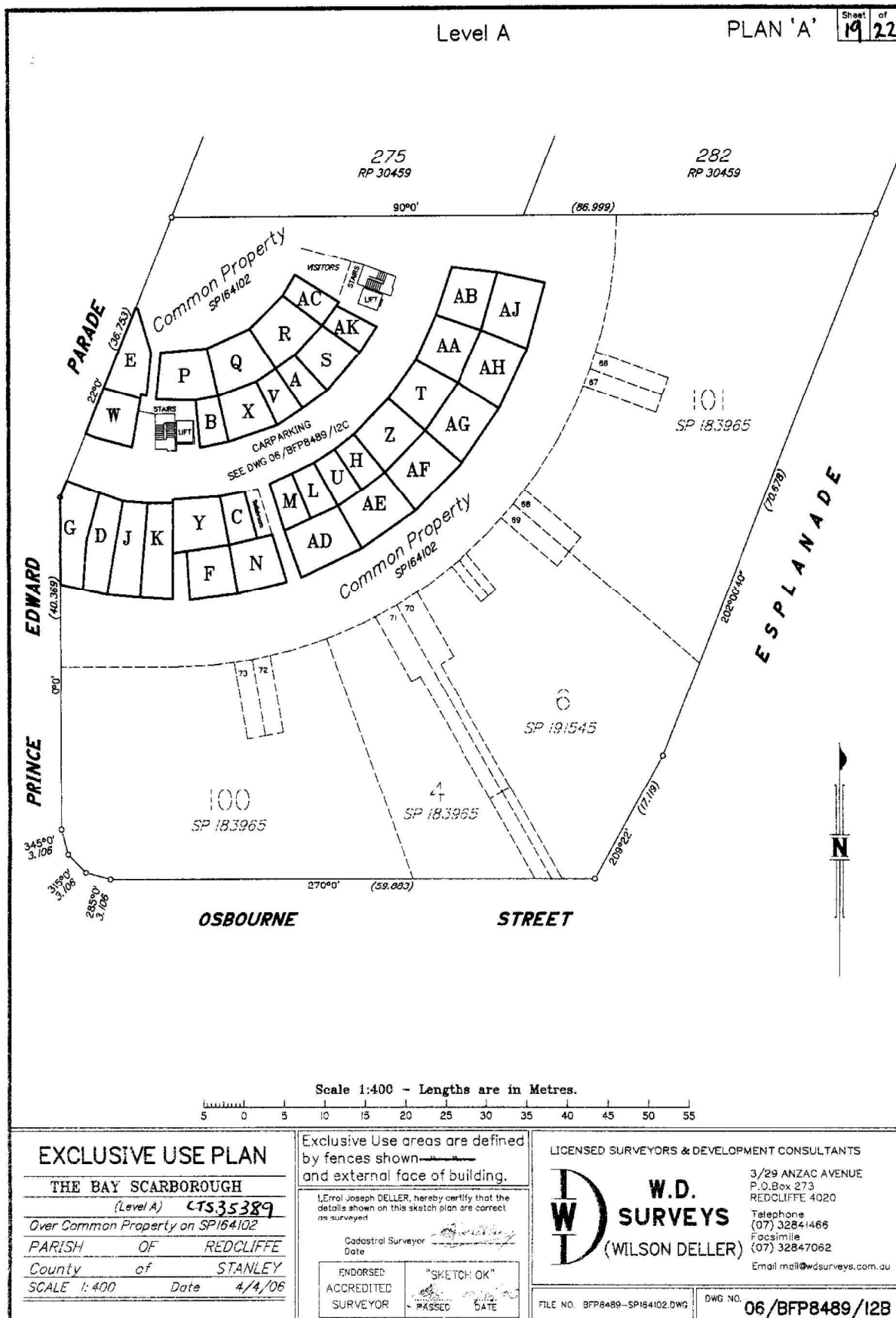
|                     |                                                                                     |
|---------------------|-------------------------------------------------------------------------------------|
| Lot 26 on SP 164102 | Shelter, support, water, sewerage, communications, electricity and air conditioning |
| Lot 27 on SP 164102 | Shelter, support, water, sewerage, communications, electricity and air conditioning |
| Lot 28 on SP 164102 | Shelter, support, water, sewerage, communications, electricity and air conditioning |
| Lot 29 on SP 164102 | Shelter, support, water, sewerage, communications, electricity and air conditioning |
| Lot 30 on SP 164102 | Shelter, support, water, sewerage, communications, electricity and air conditioning |
| Lot 31 on SP 164102 | Shelter, support, water, sewerage, communications, electricity and air conditioning |
| Lot 32 on SP 164102 | Shelter, support, water, sewerage, communications, electricity and air conditioning |
| Lot 33 on SP 164102 | Shelter, support, water, sewerage, communications, electricity and air conditioning |
| Lot 34 on SP 164102 | Shelter, water, sewerage, communications, electricity and air conditioning          |

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

| Lot on Plan         | Exclusive Use Area                                                                                                                           |
|---------------------|----------------------------------------------------------------------------------------------------------------------------------------------|
| Lot 1 on SP 164102  | Exclusive Use Area A on Plan 06/BFP8489/12C for carparking and Exclusive Use Area A on Plan 06/BFP8489/20 for courtyard/landscaped area      |
| Lot 2 on SP 164102  | Exclusive Use Area B on Plan 06/BFP8489/12C for carparking and Exclusive Use Areas B & C on Plan 06/BFP8489/20 for courtyard/landscaped area |
| Lot 3 on SP 164102  | Exclusive Use Area C on Plan 06/BFP8489/12C for carparking and Exclusive Use Area D on Plan 06/BFP8489/20 for courtyard/landscaped area      |
| Lot 4 on SP 164102  | Exclusive Use Area D on Plan 06/BFP8489/12C for carparking and Exclusive Use Areas E & F on Plan 06/BFP8489/20 for courtyard/landscaped area |
| Lot 5 on SP 164102  | Exclusive Use Area E on Plan 06/BFP8489/12C for carparking and Exclusive Use Areas G & H on Plan 06/BFP8489/20 for courtyard/landscaped area |
| Lot 6 on SP 164102  | Exclusive Use Area F on Plan 06/BFP8489/12C for carparking and Exclusive Use Area J on Plan 06/BFP8489/20 for courtyard/landscaped area      |
| Lot 7 on SP 164102  | Exclusive Use Area G on Plan 06/BFP8489/12C for carparking and Exclusive Use Area K & L on Plan 06/BFP8489/20 for courtyard/landscaped area  |
| Lot 8 on SP 164102  | Exclusive Use Area H on Plan 06/BFP8489/12C for carparking                                                                                   |
| Lot 9 on SP 164102  | Exclusive Use Area J on Plan 06/BFP8489/12C for carparking                                                                                   |
| Lot 10 on SP 164102 | Exclusive Use Area K on Plan 06/BFP8489/12C for carparking                                                                                   |
| Lot 11 on SP 164102 | Exclusive Use Area L on Plan 06/BFP8489/12C for carparking                                                                                   |
| Lot 12 on SP 164102 | Exclusive Use Area M on Plan 06/BFP8489/12C for carparking                                                                                   |
| Lot 13 on SP 164102 | Exclusive Use Area N on Plan 06/BFP8489/12C for carparking                                                                                   |
| Lot 14 on SP 164102 | Exclusive Use Area P on Plan 06/BFP8489/12C for carparking                                                                                   |
| Lot 15 on SP 164102 | Exclusive Use Area Q on Plan 06/BFP8489/12C for carparking                                                                                   |
| Lot 16 on SP 164102 | Exclusive Use Area R on Plan 06/BFP8489/12C for carparking                                                                                   |
| Lot 17 on SP 164102 | Exclusive Use Area S on Plan 06/BFP8489/12C for carparking                                                                                   |
| Lot 18 on SP 164102 | Exclusive Use Area T on Plan 06/BFP8489/12C for carparking                                                                                   |
| Lot 19 on SP 164102 | Exclusive Use Area U on Plan 06/BFP8489/12C for carparking                                                                                   |
| Lot 20 on SP 164102 | Exclusive Use Area V on Plan 06/BFP8489/12C for carparking                                                                                   |
| Lot 21 on SP 164102 | Exclusive Use Area W on Plan 06/BFP8489/12C for carparking                                                                                   |
| Lot 22 on SP 164102 | Exclusive Use Area X on Plan 06/BFP8489/12C for carparking                                                                                   |
| Lot 23 on SP 164102 | Exclusive Use Area Y on Plan 06/BFP8489/12C for carparking                                                                                   |
| Lot 24 on SP 164102 | Exclusive Use Area Z on Plan 06/BFP8489/12C for carparking                                                                                   |
| Lot 25 on SP 164102 | Exclusive Use Area AA on Plan 06/BFP8489/12C for carparking                                                                                  |
| Lot 26 on SP 164102 | Exclusive Use Area AB on Plan 06/BFP8489/12C for carparking                                                                                  |

|                     |                                                             |
|---------------------|-------------------------------------------------------------|
| Lot 27 on SP 164102 | Exclusive Use Area AC on Plan 06/BFP8489/12C for carparking |
| Lot 28 on SP 164102 | Exclusive Use Area AD on Plan 06/BFP8489/12C for carparking |
| Lot 29 on SP 164102 | Exclusive Use Area AE on Plan 06/BFP8489/12C for carparking |
| Lot 30 on SP 164102 | Exclusive Use Area AF on Plan 06/BFP8489/12C for carparking |
| Lot 31 on SP 164102 | Exclusive Use Area AG on Plan 06/BFP8489/12C for carparking |
| Lot 32 on SP 164102 | Exclusive Use Area AH on Plan 06/BFP8489/12C for carparking |
| Lot 33 on SP 164102 | Exclusive Use Area AJ on Plan 06/BFP8489/12C for carparking |
| Lot 34 on SP 164102 | Exclusive Use Area AK on Plan 06/BFP8489/12C for carparking |

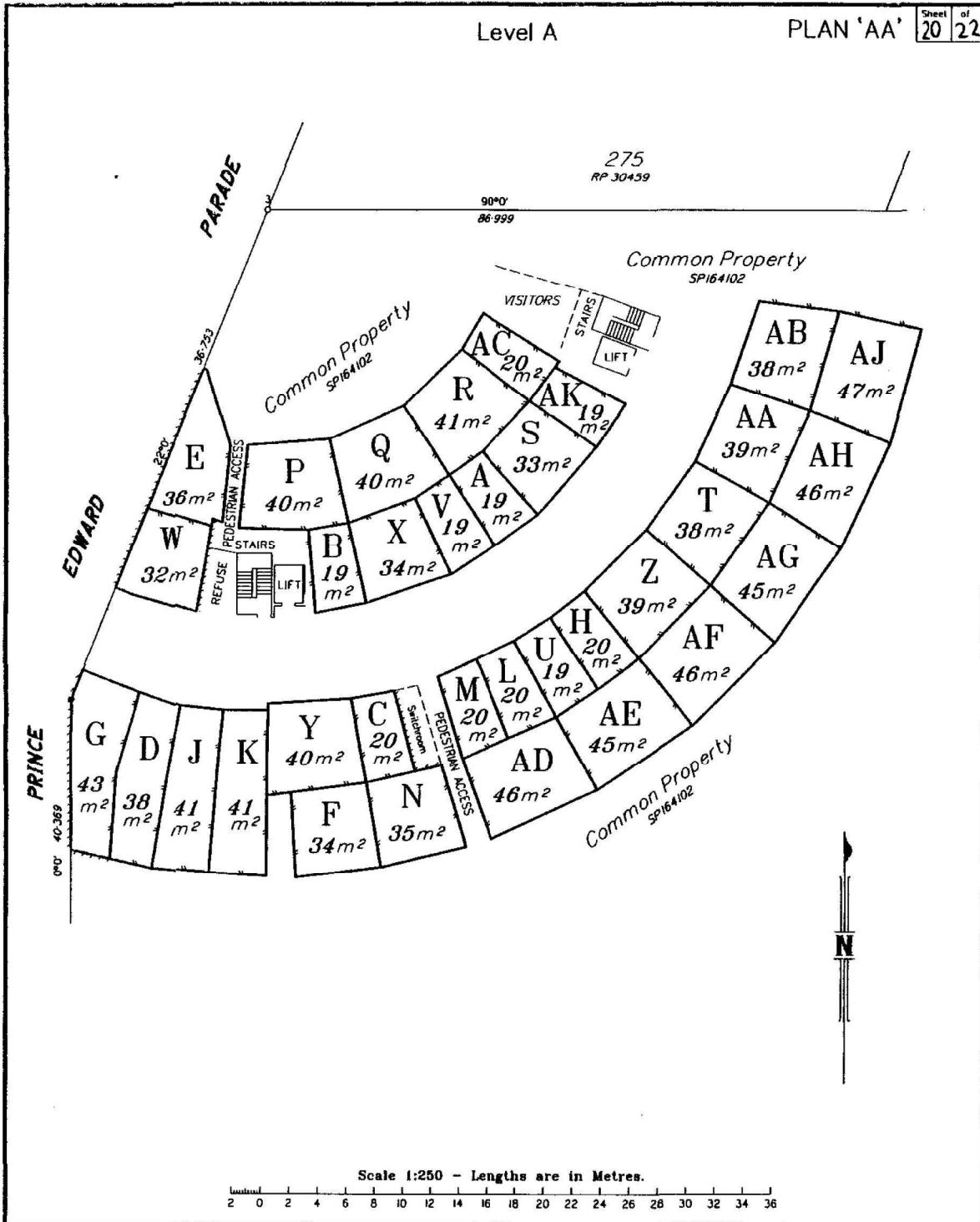




Level A

PLAN 'AA'

Sheet 20 of 22



# EXCLUSIVE USE PLAN

THE BAY SCARBOROUGH

(Level A) CTS 35389

Over Common Property on SPI64102

PARISH OF REDCLIFFE

County of STANLEY

SCALE 1:250 Date 4/4/06

Exclusive Use areas are defined by fences shown and external face of building.

I, Errol Joseph DELLER, hereby certify that the details shown on this sketch plan are correct as surveyed

Cadastral Surveyor Date

ENDORSED ACCREDITED SURVEYOR

"SKETCH OK" 15/5/06

LICENSED SURVEYORS & DEVELOPMENT CONSULTANTS

**W.D. SURVEYS**  
(WILSON DELLER)

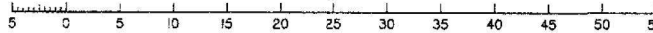
3/29 ANZAC AVENUE  
P.O. Box 273  
REDCLIFFE 4020

Telephone (07) 32841466  
Facsimile (07) 32847062

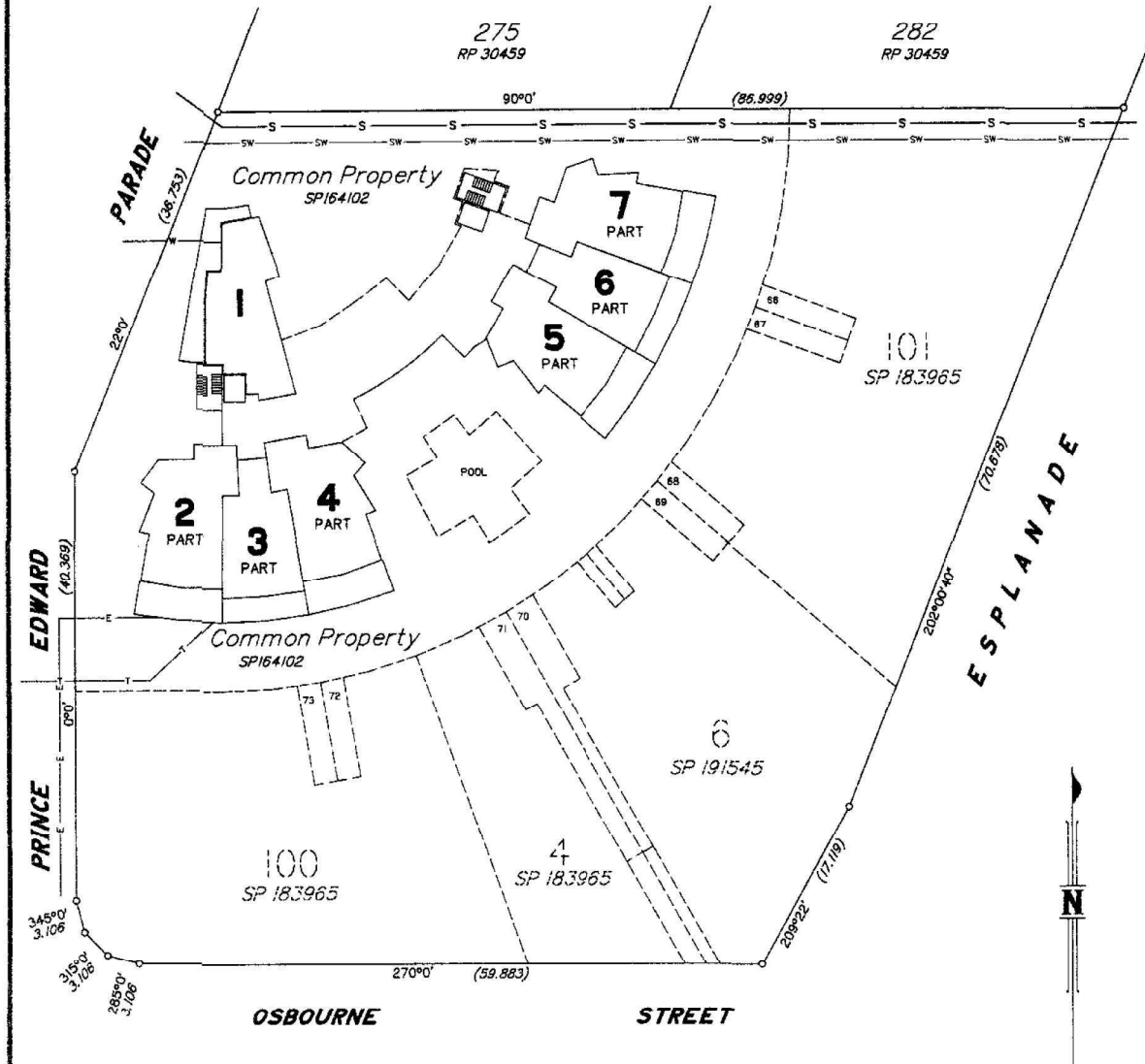
Email mail@wdsurveys.com.au

FILE NO. BFP8489-SPI64102 DWG

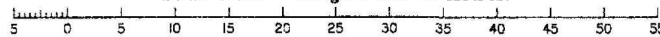
DWG NO. 06/BFP8489/12C



DWG NO. 06/BFP8489/20



Scale 1:400 - Lengths are in Metres.



### SERVICES LOCATION DIAGRAM

THE BAY SCARBOROUGH CTS 35389  
over Common Property on SP164102  
PARISH OF REDCLIFFE  
County of Stanley  
SCALE 1:400 Date 4/4/06

#### LEGEND

—E—E—E— ELECTRICITY  
—S—S—S— SEWER  
—SW—SW—SW— STORMWATER  
—W—W—W— WATER  
—T—T—T— TELSTRA

#### LICENSED SURVEYORS & DEVELOPMENT CONSULTANTS

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FILE NO.  
BFP8489-SP164102.DWG

DWG NO.  
06/BFP8489/14