



# Seller Disclosure Report

**Seller(s)**

SUELLEN LOUISE SCROOPE

**Property Address**

UNIT 25  
64 GROTH RD  
BOONDALL QLD 4034

**Prepared on**

Tuesday, 16 June 2026

**Enquire Now**  
[searchassist.com.au](https://searchassist.com.au)



# Seller disclosure statement



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      SUELLEN LOUISE SCROOPE

Property address      UNIT 25  
(referred to as the      64 GROTH RD  
"property" in this      BOONDALL QLD 4034  
statement)

Lot on plan description      LOT 25 ON SP201776

Community titles      Is the property part of a community titles scheme or a BUGTA scheme:  
scheme or 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. | <input checked="" type="checkbox"/> Yes |
|               | A copy of the plan of survey registered for the property.                                                                          | <input checked="" type="checkbox"/> Yes |

|                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|--------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Registered encumbrances                                      | <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>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Unregistered encumbrances (excluding statutory encumbrances) | <p>There are encumbrances not registered on the title that will continue to affect the property after settlement. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><b>Note</b>—If the property is part of a community titles scheme or a BUGTA scheme it may be subject to and have the benefit of statutory easements that are <b>NOT</b> required to be disclosed.</p> <p><b>Unregistered lease (if applicable)</b></p> <p>If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows:</p> <p>» the start and end day of the term of the lease: <input type="text" value="Not applicable"/></p> <p>» the amount of rent and bond payable: <input type="text" value="Not applicable"/></p> <p>» whether the lease has an option to renew: <input type="text" value="Not applicable"/></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"/> Yes</p> <p><b>Unregistered oral agreement (if applicable)</b></p> <p>If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows:</p> <div style="border: 1px solid black; padding: 10px; min-height: 50px;"> <p>Not applicable</p> </div> |
| Statutory encumbrances                                       | <p>There are statutory encumbrances that affect the property. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If <b>Yes</b>, the details of any statutory encumbrances are as follows:</p> <div style="border: 1px solid black; padding: 10px;"> <p>All statutory rights relating to water supply, sewerage, drainage, electricity, telephone and other installations, services or utilities in, passing through or over the Land, whether or not protected by registered easement.</p> <p>Refer to the attached Annexure: Statutory Encumbrances Summary</p> </div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Residential tenancy or rooming accommodation agreement       | <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"/> Yes <input checked="" type="checkbox"/> No</p> <p>If <b>Yes</b>, when was the rent for the premises or each of the residents' rooms last increased? <i>(Insert date of the most recent rent increase for the premises or rooms)</i> <input type="text" value="Not applicable"/></p> <p><b>Note</b>—Under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> the rent for a residential premises may not be increased earlier than 12 months after the last rent increase for the premises.</p> <p>As the owner of the property, you may need to provide evidence of the day of the last rent increase. You should ask the seller to provide this evidence to you prior to settlement.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

## Part 3 – Land use, planning and environment

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

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

## Part 4 – Buildings and structures

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

|                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                             |
|------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Swimming pool</b>                                       | <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"/> Yes <input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</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"/> Yes <input checked="" type="checkbox"/> No</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</p> <p>If Yes, a copy of the notice or order must be given by the seller.</p>                                                                   | <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</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.

|              |                                                                                                                                                 |
|--------------|-------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Rates</b> | <b>Whichever of the following applies—</b>                                                                                                      |
|              | 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: <input type="text" value="\$402.18"/> Date Range: <input type="text" value="01.01.2026 - 31.03.2026"/>                                  |
|              | OR                                                                                                                                              |
|              | The property is currently a rates exempt lot. ** <input type="checkbox"/>                                                                       |
|              | OR                                                                                                                                              |
|              | The property is not rates exempt but no separate assessment of rates is issued by a local government for the property. <input type="checkbox"/> |

\*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*.

|              |                                                                                                                                        |
|--------------|----------------------------------------------------------------------------------------------------------------------------------------|
| <b>Water</b> | <b>Whichever of the following applies—</b>                                                                                             |
|              | The total amount payable as charges for water services for the property as indicated in the most recent water services notice* is:     |
|              | Amount: <input type="text" value="\$229.79"/> Date Range: <input type="text" value="22.09.2025 - 16.12.2025"/>                         |
|              | 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: <input type="text" value="Not applicable"/> Date Range: <input type="text" value="Not applicable"/>                            |

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

Part 6 – Community titles schemes and BUGTA schemes

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

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

|                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                             |                                        |
|--------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|----------------------------------------|
| Body Corporate and Community Management Act 1997 | The property is included in a community titles scheme.<br>(If Yes, complete the information below)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <input checked="" type="checkbox"/> Yes                                     | <input type="checkbox"/> No            |
| Community Management Statement                   | A copy of the most recent community management statement for the scheme as recorded under the <i>Land Title Act 1994</i> or another Act is given to the buyer.<br><br><b>Note</b> —If the property is part of a community titles scheme, the community management statement for the scheme contains important information about the rights and obligations of owners of lots in the scheme including matters such as lot entitlements, by-laws and exclusive use areas.                                                                                                                                                                                                                                      | <input checked="" type="checkbox"/> Yes                                     |                                        |
| Body Corporate Certificate                       | A copy of a body corporate certificate for the lot under the Body Corporate and Community Management Act 1997, section 205(4) is given to the buyer.<br><br>If <b>No</b> — An explanatory statement is given to the buyer that states:<br><br>» a copy of a body corporate certificate for the lot is not attached; and<br>» the reasons under section 6 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot.                                                                                                                                                                                                         | <input checked="" type="checkbox"/> Yes<br><br><input type="checkbox"/> Yes | <input type="checkbox"/> No            |
| Statutory Warranties                             | <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.                                                                                                                             |                                                                             |                                        |
| Building Units and Group Titles Act 1980         | The property is included in a BUGTA scheme<br>(If Yes, complete the information below)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <input type="checkbox"/> Yes                                                | <input checked="" type="checkbox"/> No |
| Body Corporate Certificate                       | A copy of a body corporate certificate for the lot under the <i>Building Units and Group Titles Act 1980</i> , section 40AA(1) is given to the buyer.<br><br>If <b>No</b> — An explanatory statement is given to the buyer that states:<br>» a copy of a body corporate certificate for the lot is not attached; and<br>» 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.<br><br><b>Note</b> —If the property is part of a BUGTA scheme, you will be subject to by-laws approved by the body corporate and other by-laws that regulate your use of the property and common property. | <input type="checkbox"/> Yes<br><br><input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> No |

Signatures – SELLER



Signature of seller

Pauline & Joanne Ianna

Name of seller

22/6/2026 | 11:56 AM AEST

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



## Current Title Search

Queensland Titles Registry Pty Ltd  
ABN 23 648 568 101

|                            |                 |                     |                  |
|----------------------------|-----------------|---------------------|------------------|
| <b>Title Reference:</b>    | <b>50664997</b> | <b>Search Date:</b> | 15/06/2026 15:03 |
| <b>Date Title Created:</b> | 24/05/2007      | <b>Request No:</b>  | 56515158         |
| <b>Previous Title:</b>     | 17248082        |                     |                  |

### ESTATE AND LAND

Estate in Fee Simple

LOT 25 SURVEY PLAN 201776

Local Government: BRISBANE CITY

COMMUNITY MANAGEMENT STATEMENT 36876

### REGISTERED OWNER

Dealing No: 715416556 08/11/2013

SUELLEN LOUISE SCROOPE

### EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by  
Deed of Grant No. 10120097 (POR 255)

### ADMINISTRATIVE ADVICES

NIL

### UNREGISTERED DEALINGS

NIL

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

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

# SURVEY PLAN

Sheet 1 of 5

## REFERENCE MARKS

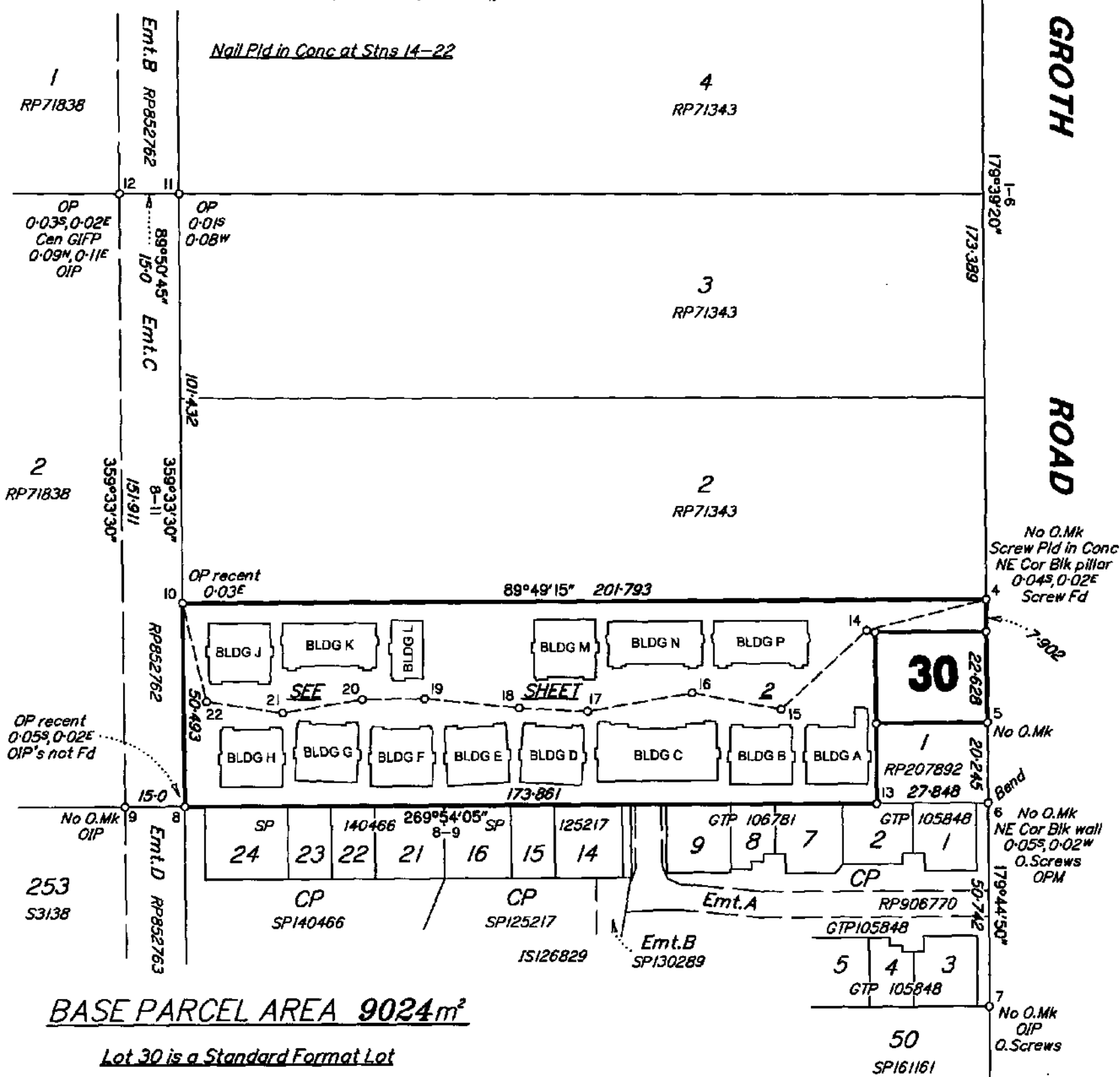
| STN | TO                              | ORIGIN   | BEARING    | DIST   |
|-----|---------------------------------|----------|------------|--------|
| 1   | OIP                             | IS29396  | 89°49'     | 0-625  |
| 2   | O.Screw in Kb                   | IS126829 | 124°06'50" | 5-429  |
| 3   | OIP gone                        | RP207892 | 91°50'30"  | 0-577  |
| 4   | Nail in Kb                      |          | 63°44'     | 18-258 |
| 4   | Screw in Chnl Fd                |          | 76°09'30"  | 18-884 |
| 4   | Screw in Kb                     |          | 80°45'30"  | 20-46  |
| 4   | Screw in Kb                     |          | 87°33'50"  | 28-993 |
| 6   | O.Screw in Chnl                 | IS126829 | 74°55'30"  | 4-805  |
| 6   | O.Screw in Kb                   | RP207892 | 100°12'50" | 15-905 |
| 7   | OIP                             | IS126829 | 108°52'50" | 3-988  |
| 7   | O.Screw in M/H                  | IS126829 | 14°31'20"  | 8-706  |
| 7   | O.Screw in Kb                   | IS126829 | 69°15'40"  | 17-609 |
| 8   | OIP not Fd (under fill)         |          | 180°38'50" | 0-536  |
| 8   | OIP not Fd (under fill)         | RP71343  | 359°33'30" | 0-604  |
| 8   | OIP not Fd (under fill)         | RP207892 | 2°14'05"   | 2-7    |
| 9   | OIP                             | RP852762 | 276°57'    | 0-77   |
| 12  | OIP                             | RP852762 | 276°58'30" | 0-994  |
| 13  | OIP not searched (inaccessible) | IS126829 | 180°28'50" | 2-84   |

New Ref

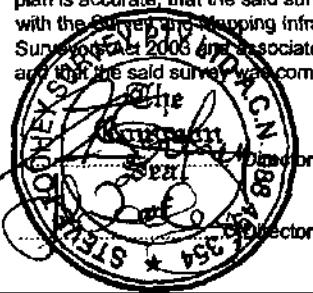
New Ref

## PERMANENT MARKS

| PM      | ORIGIN   | BEARING    | DIST   | NO     |
|---------|----------|------------|--------|--------|
| 2-PM Fd |          | 111°24'10" | 27-071 | 2431   |
| 6-OPM   | SP140466 | 168°38'50" | 20-661 | 136623 |



STEVE TOOHEY SURVEY PTY. LTD. ACN 088 495 354  
 hereby certify that the land comprised in this plan was surveyed by  
 the corporation, by Terence William DAHLER cadastral surveyor  
 for whose work the corporation accepts responsibility and that the  
 plan is accurate, that the said survey was performed in accordance  
 with the Survey and Mapping Infrastructure Act 2003 and  
 Survey Regulations 2006 and associated Regulations and Standards  
 and that the said survey was completed on 12/3/2007.



Date: 27-3-07

PARISH: KEDRON

COUNTY: Stanley

Meridian: RP207892

F/N's: No

Plan Status:

DRAWN - STANFELDS  
 ST070243  
 06/11/4

710573395

\$2208.40  
18/05/2007 15:39

BE 400 NT

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

Registered

5. Lodged by

260  
PHV LAW  
PO BOX 253  
PORT TUDK VALLEY 7006  
3620 1111

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

## 1. Certificate of Registered Owners or Lessees.

I/We PROPERTY APPLICATIONS PTY. LTD., ACN.093.732.579

(Names in full)

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

\* as Lessees of this land agree to this plan.

Signature of \* Registered Owners \* Lessees

Paul Anahie  
DIRECTORJim Lami  
DIRECTOR  
DIRECTORFOR & ON BEHALF OF  
PROPERTY APPLICATIONS PTY. LTD.  
ACN. 093 732 579

\* Rule out whichever is inapplicable

## 2. Local Government Approval.

\* BRISBANE CITY COUNCIL

hereby approves this plan in accordance with the :

% INTEGRATED PLANNING ACT 1997Dated this 27<sup>th</sup> day of May, 2007LESLIE HOWARD ACWORTH  
Appointed Officer\* Insert the name of the Local Government.  
# Insert designation of signatory or delegation% Insert Integrated Planning Act 1997 or  
Local Government (Planning & Environment) Act 1990

## 3. Plans with Community Management Statement :

CMS Number : 36876Name : BIRCHGROVE RESIDENTIAL COMMUNITY

## 4. References :

Dept File :

Local Govt :

Surveyor : 061114

## 6. Existing

| Title Reference | Lot | Plan     | Lots      | Emts | Road |
|-----------------|-----|----------|-----------|------|------|
| 17248082        | 2   | RP207892 | 1-30 & CP |      |      |

## Created

## BENEFIT EASEMENT ALLOCATIONS

| Easement  | Lots Fully Benefited | Lots Partially Benefited |
|-----------|----------------------|--------------------------|
| 702011786 | 1-30 & CP            |                          |

ENCROACHMENT NOTICE ISSUED TO THE OWNER(S) OF LOT 2 ON  
GTP105848 & LOT 1 ON RP207892 ON 23/03/2007, IN ACCORDANCE WITH  
S19 OF THE SURVEY AND MAPPING INFRASTRUCTURE REGULATION 2004.

Por.255

1-30 &amp; CP

Orig

Lots

## 7. Portion Allocation :

## 8. Map Reference :

9543-34321

## 9. Locality :

BOONDALL

## 10. Local Government :

BRISBANE CITY COUNCIL

## 11. Passed &amp; Endorsed :

By : STEVE TOOHEY SURVEY PTY LTD  
ACN 088 495 354Date : 27-03-2007Signed : [Signature]Designation : Liaison Officer

Development Approval : 24th September 2004

## 12. Building Format Plans only.

I certify that :

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

~~\* Part of the building shown on this plan encroaches onto adjoining lots and road~~[Signature] 27-3-07  
Cadastral Surveyor/Director \* Date  
\*delete words not required

## 13. Lodgement Fees :

Survey Deposit \$ .....

Lodgement \$ .....

..... New Titles \$ .....

Photocopy \$ .....

Postage \$ .....

TOTAL \$ .....

14. Insert  
Plan  
Number

SP201776

57070243

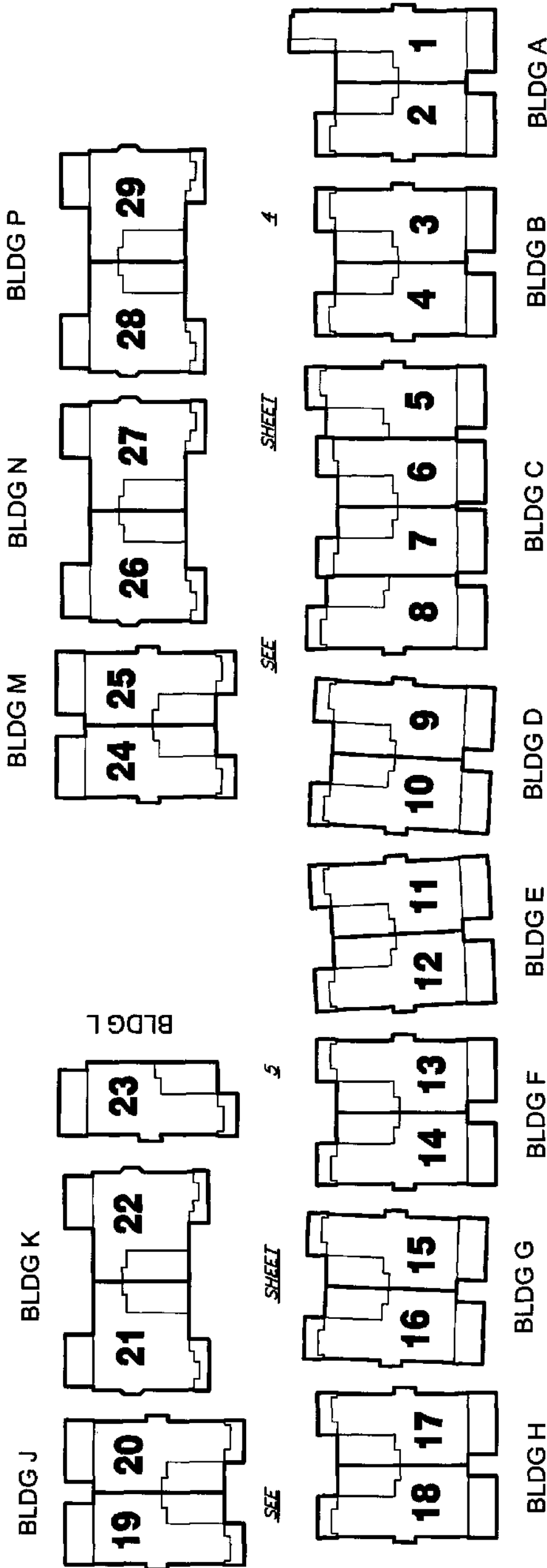
|       |    |
|-------|----|
| Sheet | of |
| 2     | 5  |





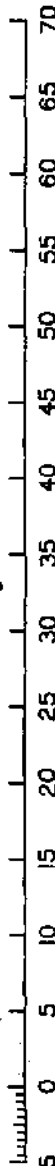
**LEVEL A**  
Scale 1:500

COMMON PROPERTY



COMMON PROPERTY

Scale 1:500 - Lengths are in Metres.



Insert  
Plan  
Number

**SP201776**

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ST070243 DRAWN - STANFIELD'S

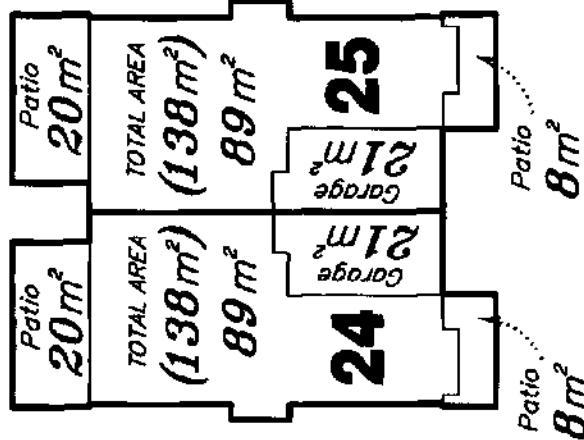
06/11/14



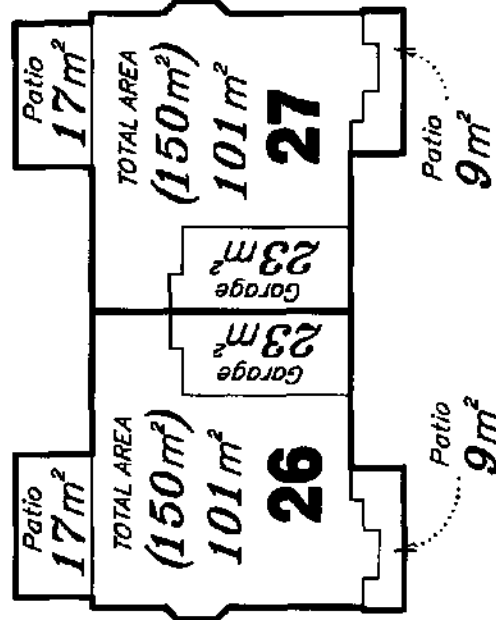
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Scale 1:300

COMMON PROPERTY

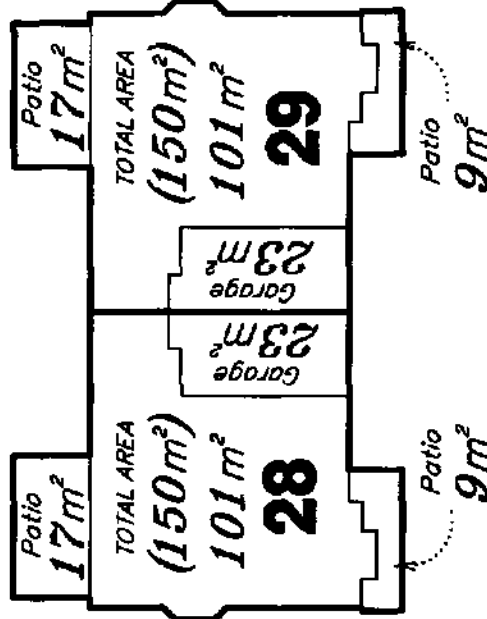
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BLDGN



BLDGP

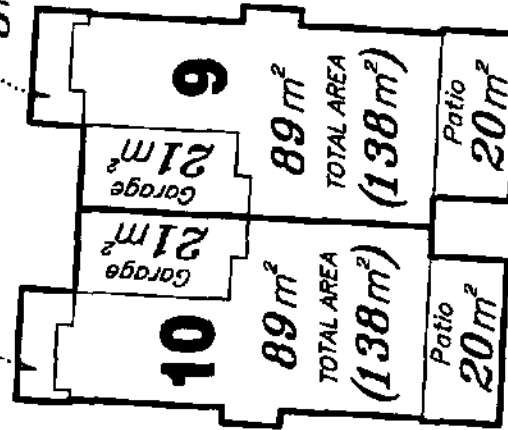


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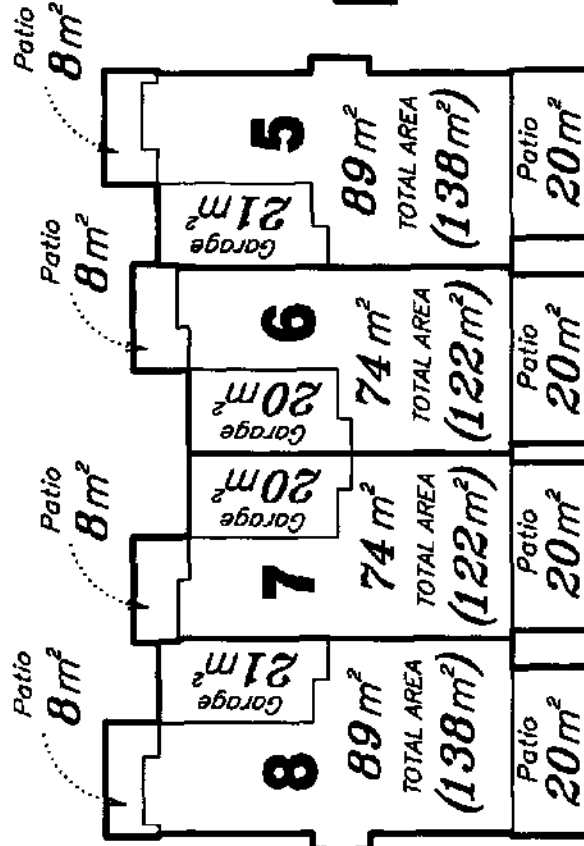
COMMON PROPERTY

SEE

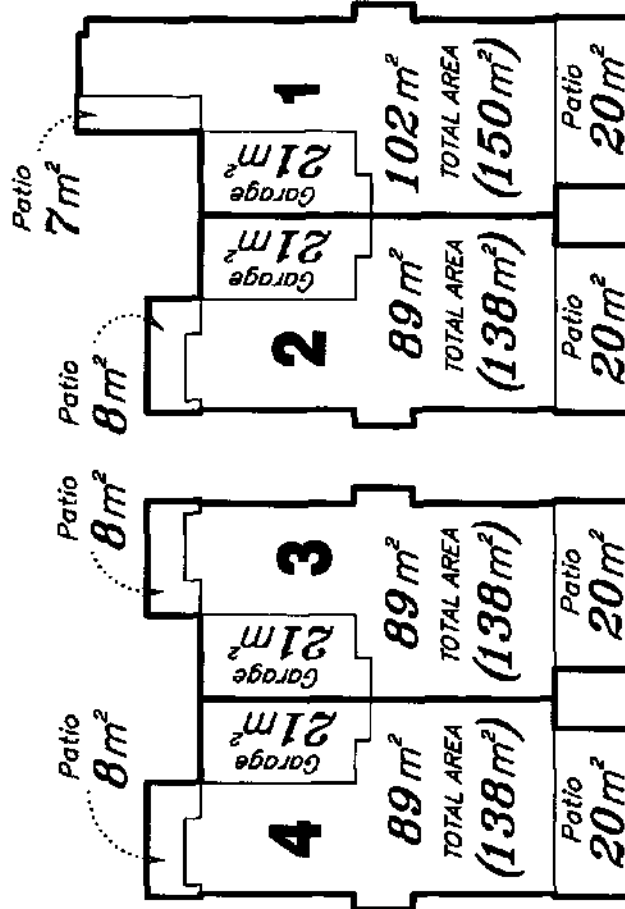
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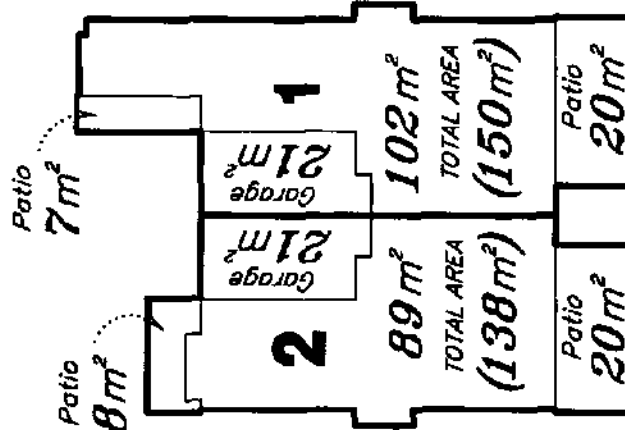
BLDGC



BLDGB



BLDGA



COMMON PROPERTY

Scale 1:300 - Lengths are in Metres.





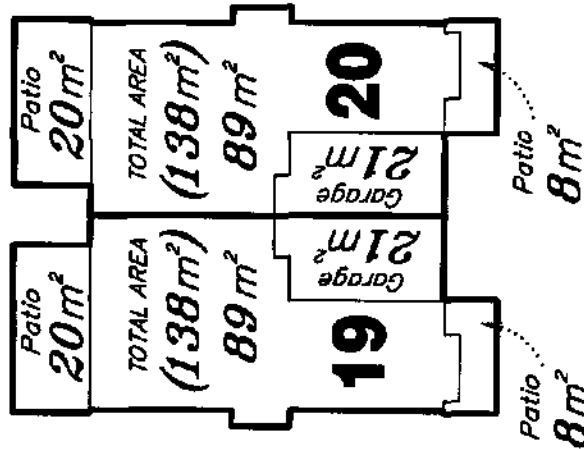
SEE

SHEET

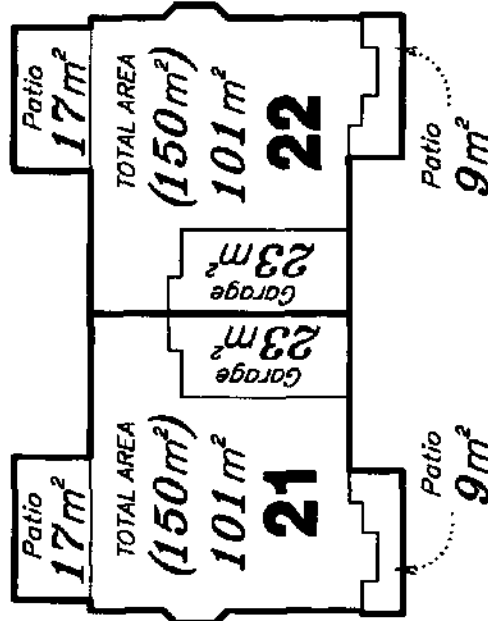
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COMMON PROPERTY

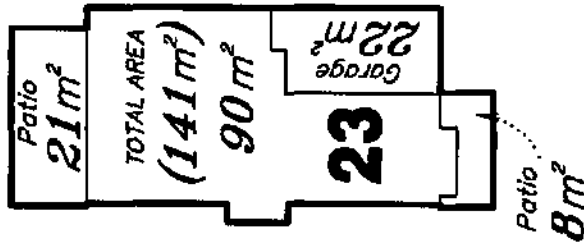
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BLDG K

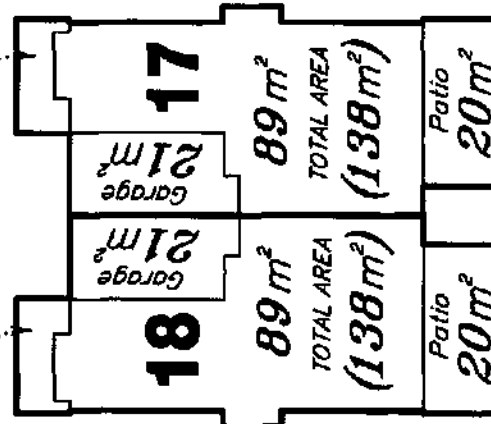


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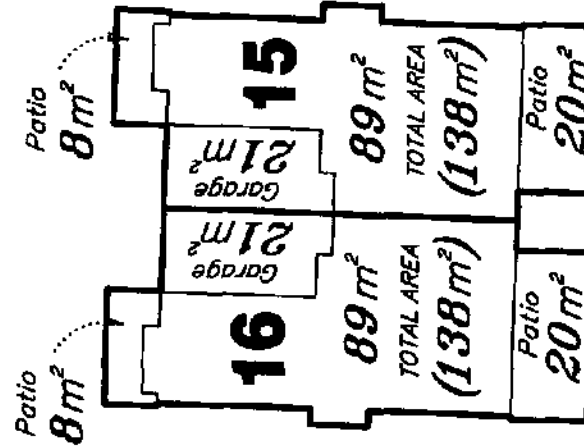


COMMON PROPERTY

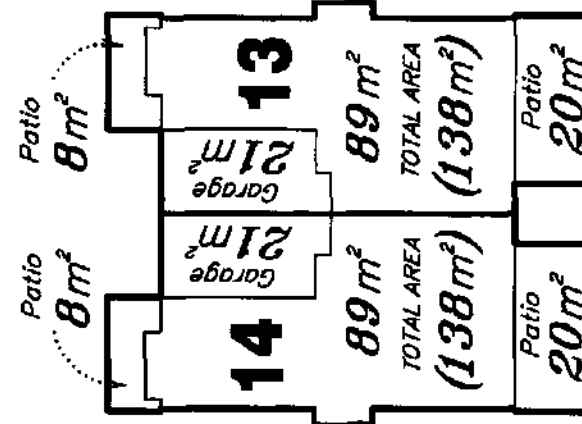
BLDG H



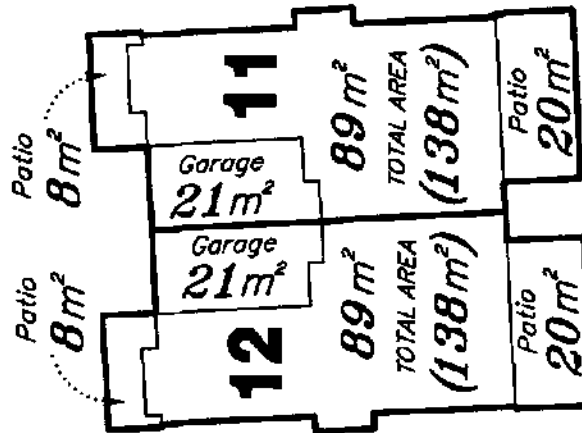
BLDG G



BLDG F



BLDG E



COMMON PROPERTY

LEVEL A

Scale 1:300

Scale 1:300 - Lengths are in Metres.



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Insert  
Plan  
Number

SP201776

ST070243 DRAWN - STANFIELDS

06/114

## APPENDIX: DETAILS OF STATUTORY ENCUMBRANCES

UNIT 25 BIRCHGROVE RESIDENTIAL COMMUNITY 64 GROTH RD BOONDALL

### BEFORE YOU DIG AUSTRALIA (BYDA) REPORT

An online search via BYDA has been undertaken for the property the subject of this seller disclosure statement. The encumbrances are described in the Statutory Encumbrances Summary. Plans from each provider have also been included. It should be noted that the Plans are indicitive only in relation to the exact location of the service.

#### **BYDA report results summary**

The BYDA report has returned results for the below statutory encumbrances. Details are as described in the report itself:

APA Group Gas Networks - As a gas and electricity infrastructure provider, has a statutory encumbrance over the property where their infrastructure (like pipelines or power lines) is located.

These encumbrances allow APA Group to access and maintain their assets on private land, even if not explicitly registered on the property

Brisbane City Council - Stormwater drainage and related infrastructure owned by the council are located within the property boundaries. These assets must remain unobstructed to ensure service delivery and maintenance access.

Energex - Underground high-voltage and low-voltage electrical infrastructure is located within the property boundaries. These assets form part of the electricity distribution network and must remain accessible for operation, maintenance and upgrade activities.

NBN Co - Data & Telecommunications infrastructure is situated within the property. This includes underground fibre optic cabling and associated pits that provide services to the premises

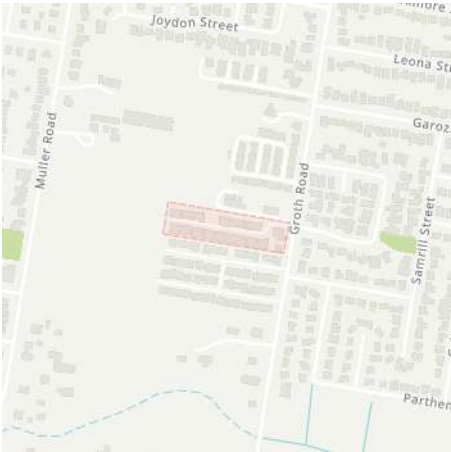
Urban Utilities - Potable water supply pipelines recycled water networks, and sewer mains owned by Urban Utilities are situated within the property boundaries. These assets are critical to service delivery and must remain accessible for inspection, maintenance and repair.

Telstra Qld South East - Data & Telecommunications infrastructure is situated within the property. This includes underground fibre optic cabling and associated pits that provide services to the premises

Job ID 53426685  
**Order 9535**



[Review responses online](#) ↗



Received 6 of 6 responses  
**All responses received**  
64 Groth Road, Boondall QLD 4034  
Job dates  
16/06/2026 → 31/07/2026  
These plans expire on  
13 Jul 2026  
Lodged by  
Jan Davies

| Authority                        | Status   | Page |
|----------------------------------|----------|------|
| ✉ BYDA Confirmation              |          | 2    |
| 🏠 APA Group Gas Networks (70710) | Received | 4    |
| 🏠 Brisbane City Council          | Received | 57   |
| 🏠 Energex QLD                    | Received | 62   |
| 🏠 NBN Co Qld                     | Received | 107  |
| 🏠 Queensland Urban Utilities     | Received | 121  |
| 🏠 Telstra QLD South East         | Received | 126  |

Job No 53426685



byda.com.au

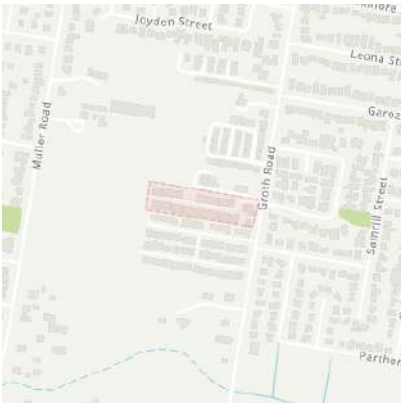
Contact Details

|                              |                |                                                   |             |
|------------------------------|----------------|---------------------------------------------------|-------------|
| Contact                      | Contact number | Company                                           | Enquirer ID |
| Jan Davies                   | 0408 924 549   | Search Assist Qld                                 | 3715256     |
| Email                        |                | Address                                           |             |
| admin@strataassistqld.com.au |                | PO Box 10623 Adelaide Street<br>Brisbane QLD 4000 |             |

Job Site and Enquiry Details

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

|              |            |            |              |             |           |                   |
|--------------|------------|------------|--------------|-------------|-----------|-------------------|
| Enquiry date | Start date | End date   | On behalf of | Job purpose | Locations | Onsite activities |
| 15/06/2026   | 16/06/2026 | 31/07/2026 | Private      | Design      | Private   | Conveyancing      |



- Check that the location of the job site is correct. If not, you must submit a new enquiry.
- If the scope of works change or plan validity dates expire, you must submit a new enquiry.
- Do NOT dig without plans. Safe excavation is your responsibility. If you don't understand the plans or how to proceed safely, please contact the relevant asset owners.

|                |                                    |                   |
|----------------|------------------------------------|-------------------|
| User Reference | Address                            | Notes/description |
| Order 9535     | 64 Groth Road<br>Boondall QLD 4034 | -                 |

Your Responsibility and Duty of Care

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

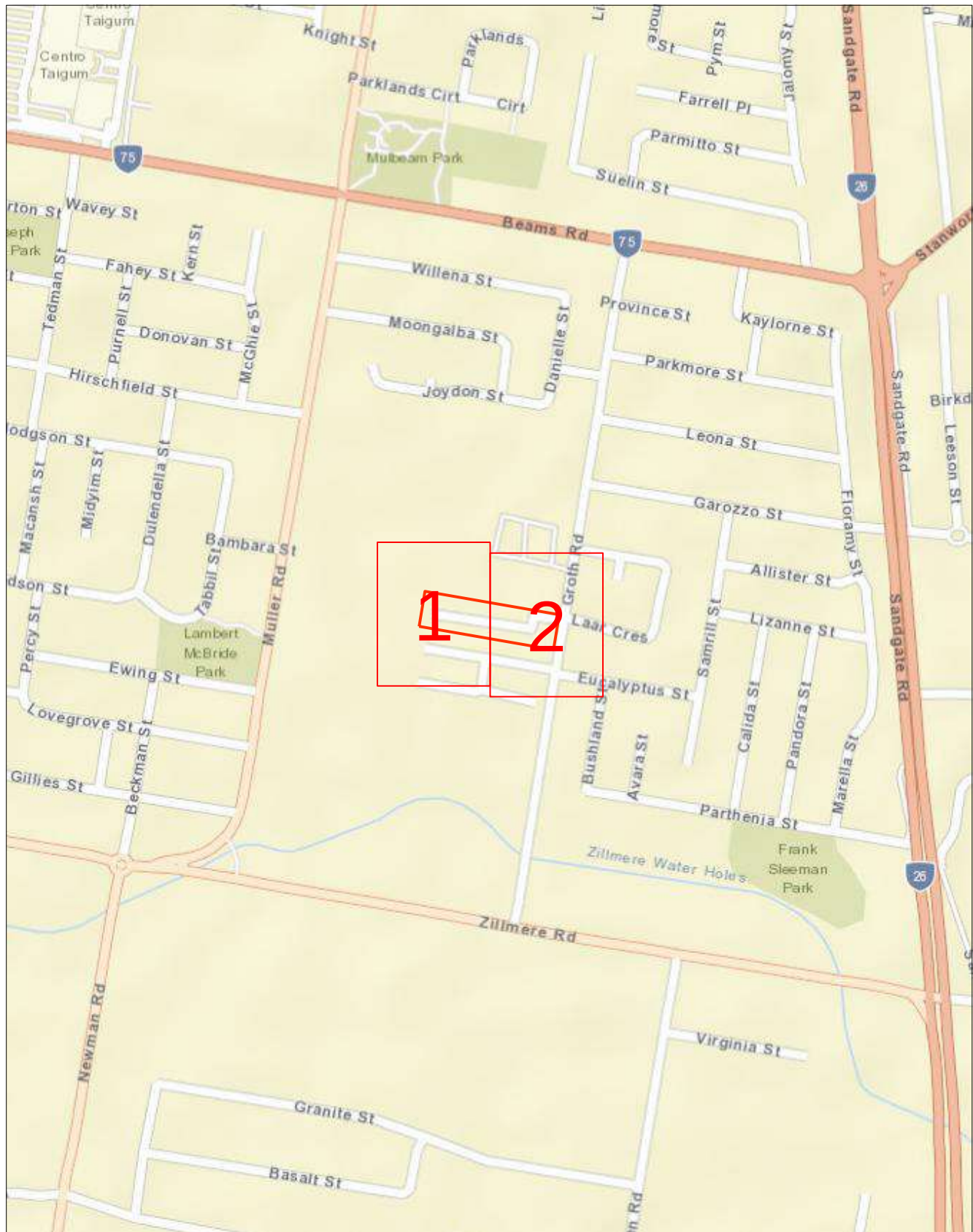
Asset Owner Details

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

| Referral ID (Seq. no) | Authority Name                 | Phone          | Status   |
|-----------------------|--------------------------------|----------------|----------|
| 274535894             | APA Group Gas Networks (70710) | 1800 085 628   | NOTIFIED |
| 274535893             | Brisbane City Council          | (07) 3403 8888 | NOTIFIED |
| 274535896             | Energex QLD                    | 13 12 53       | NOTIFIED |
| 274535892             | NBN Co Qld                     | 1800 687 626   | NOTIFIED |
| 274535895             | Queensland Urban Utilities     | 13 26 57       | NOTIFIED |
| 274535897             | Telstra QLD South East         | 1800 653 935   | NOTIFIED |

END OF UTILITIES LIST

**Sequence Number:** 274535894



Scale 1: 6000

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



## Enquiry Area

### Map Key Area



1



7

Site 64 Groth Road  
Address: Boondall  
QLD 4034

Sequence 274535894  
Number:



Scale 1: 700

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



Enquiry Area

Map Key Area



## Legend

### PIPE LEGEND: GAS TYPE AND PRESSURE

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

### PIPE LEGEND: SPECIAL DESIGNATION

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

These designations typically apply to any pipe type and pressure

### PIPE LEGEND: OTHER STATUS

|                       |  |
|-----------------------|--|
| Abandoned pipe        |  |
| Idle or inactive pipe |  |

### ABBREVIATION

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

### OBJECT SYMBOLS

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

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

### PIPE CODE AND MATERIAL

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

### INTERPRETATION EXAMPLE

|  |                                                                |
|--|----------------------------------------------------------------|
|  | High pressure, 40 mm polyethylene in an 80 mm cast iron casing |
|--|----------------------------------------------------------------|

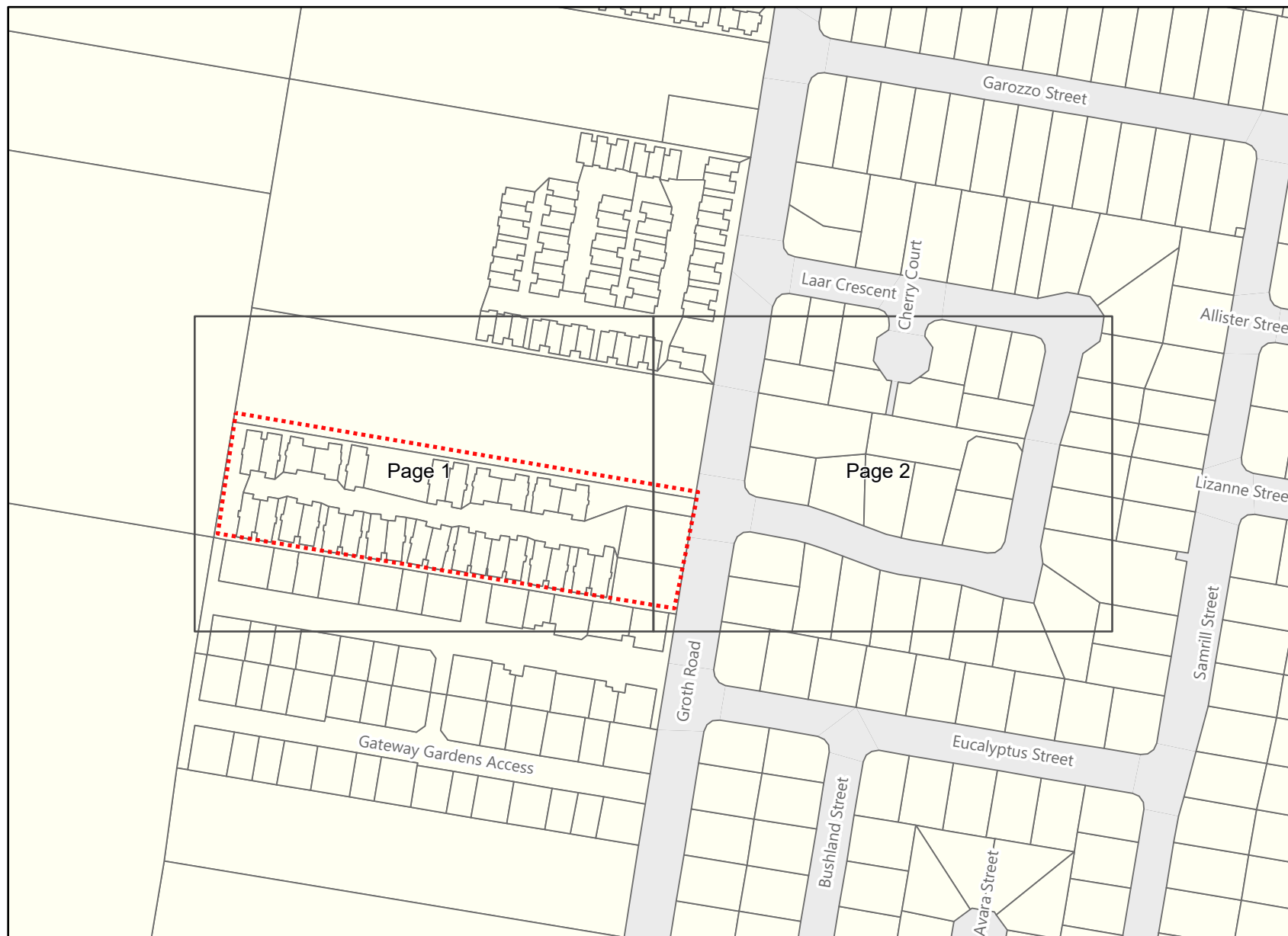
|  |                              |
|--|------------------------------|
|  | Medium pressure, 63 mm steel |
|--|------------------------------|

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

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



**Job # 53426685**  
**Seq # 274535893**  
 Provider: Brisbane City Council  
 Telephone: (07) 3403 8888



- Legend**
- BYDA Enquiry
  - Detailed map page

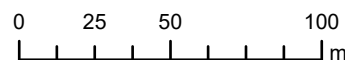
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Caution: This map may contain the locations of abandoned underground asbestos pipes. Council gives no warranty to the completeness or accuracy of these records. Appropriate care needs to be taken in all cases.

In an emergency contact Brisbane City Council on 07 3403 8888

**Index Sheet**



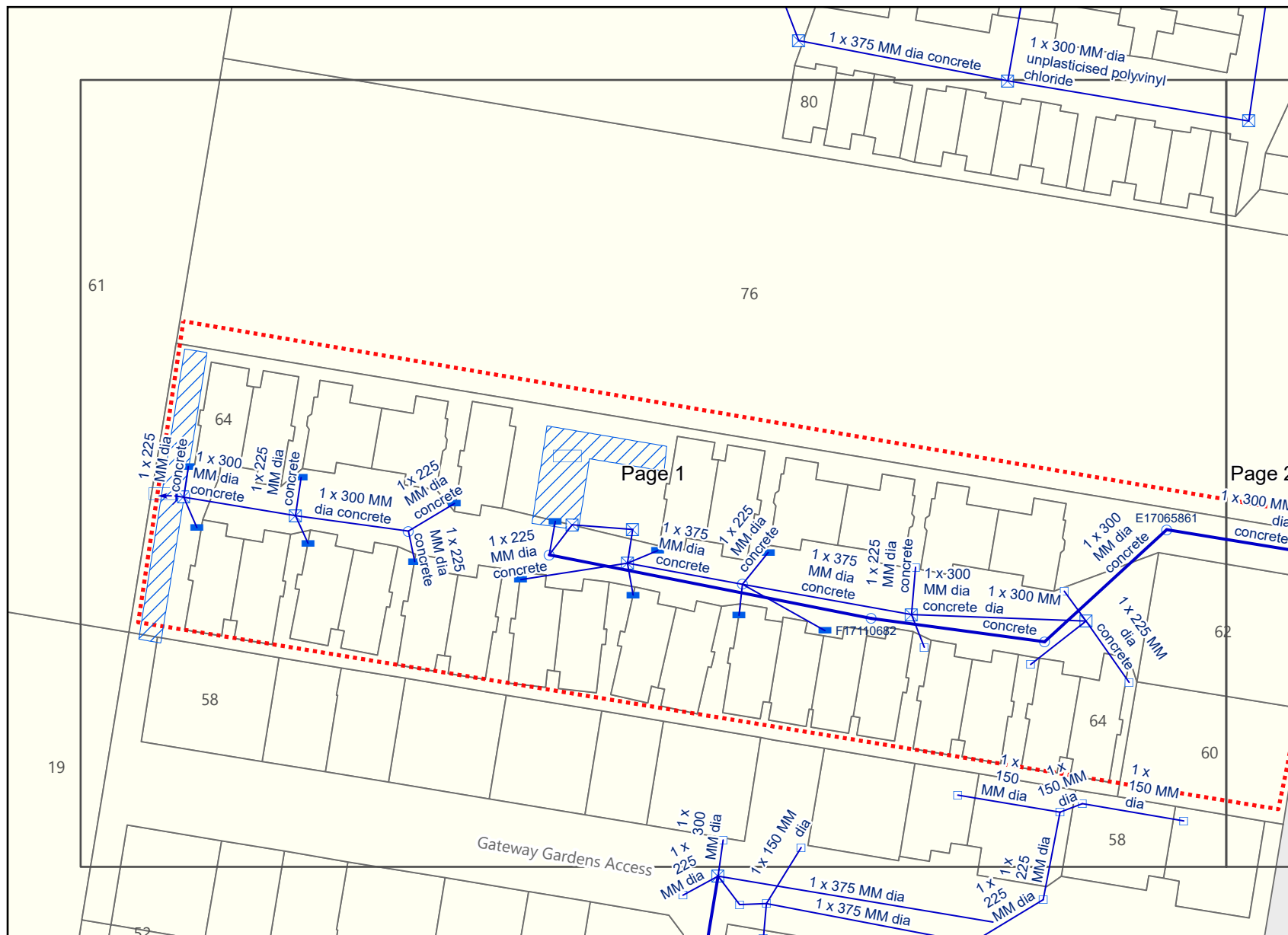
Scale 1:2,500



Plans generated by  
 SmarterWX™ Automate



**Job # 53426685**  
**Seq # 274535893**  
 Provider: Brisbane City Council  
 Telephone: (07) 3403 8888

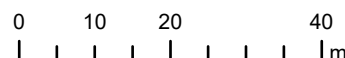


- Legend**
- BYDA Enquiry
  - Stormwater Network**
    - Stormwater Drain
    - Stormwater Gully / Roofwater Connection
    - Stormwater Maintenance Hole
    - Stormwater Roofwater Pit
    - Stormwater Gully Pit
    - ⊠ Stormwater Field Inlet
    - Stormwater Quality Improvement Device
    - ➔ Pipe End Outlet
    - Stormwater Treatment Asset - Area

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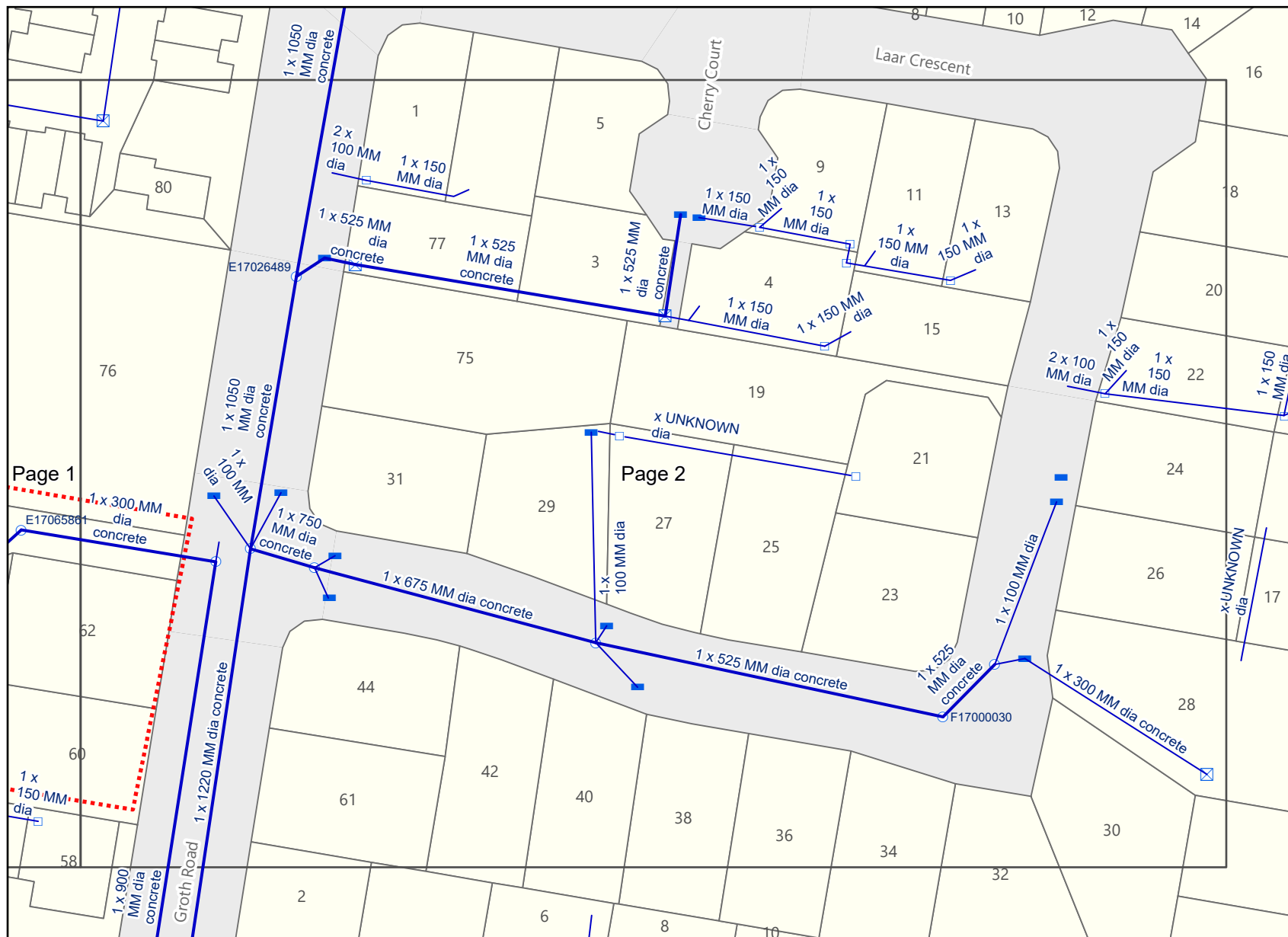
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**Job # 53426685**  
**Seq # 274535893**  
 Provider: Brisbane City Council  
 Telephone: (07) 3403 8888



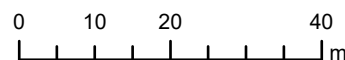
### Legend

- ⋯ BYDA Enquiry
- Stormwater Network**
  - Stormwater Drain
  - Stormwater Gully / Roofwater Connection
  - Stormwater Maintenance Hole
  - Stormwater Roofwater Pit
  - Stormwater Gully Pit
  - ⊠ Stormwater Field Inlet

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BYDA

Sequence: 274535896  
Date: 15/06/2026

Scale: 1:1025  
Tile No: **OVERVIEW**

**CAUTION - HIGH VOLTAGE**

LEGEND

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

AS5488 Category "D" Plan



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



BYDA

Sequence: 274535896  
Date: 15/06/2026  
Scale: 1:500  
Tile No: **Tile No: 1**

**CAUTION - HIGH VOLTAGE**

LEGEND

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

AS5488 Category “D” Plan



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BYDA

Sequence: 274535896  
Date: 15/06/2026  
Scale: 1:500  
Tile No: **Tile No: 2**

**CAUTION - HIGH VOLTAGE**

LEGEND

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

AS5488 Category "D" Plan



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BYDA

Sequence: 274535896  
Date: 15/06/2026  
Scale: 1:500  
Tile No: **Tile No: 3**

**CAUTION - HIGH VOLTAGE**

LEGEND

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

AS5488 Category "D" Plan



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BYDA

Sequence: 274535896  
Date: 15/06/2026  
Scale: 1:500  
Tile No: **Tile No: 4**

**CAUTION - HIGH VOLTAGE**

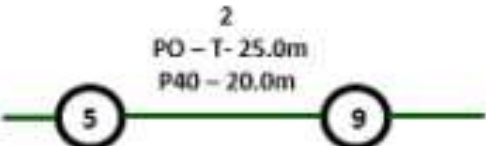
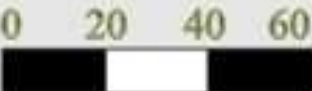
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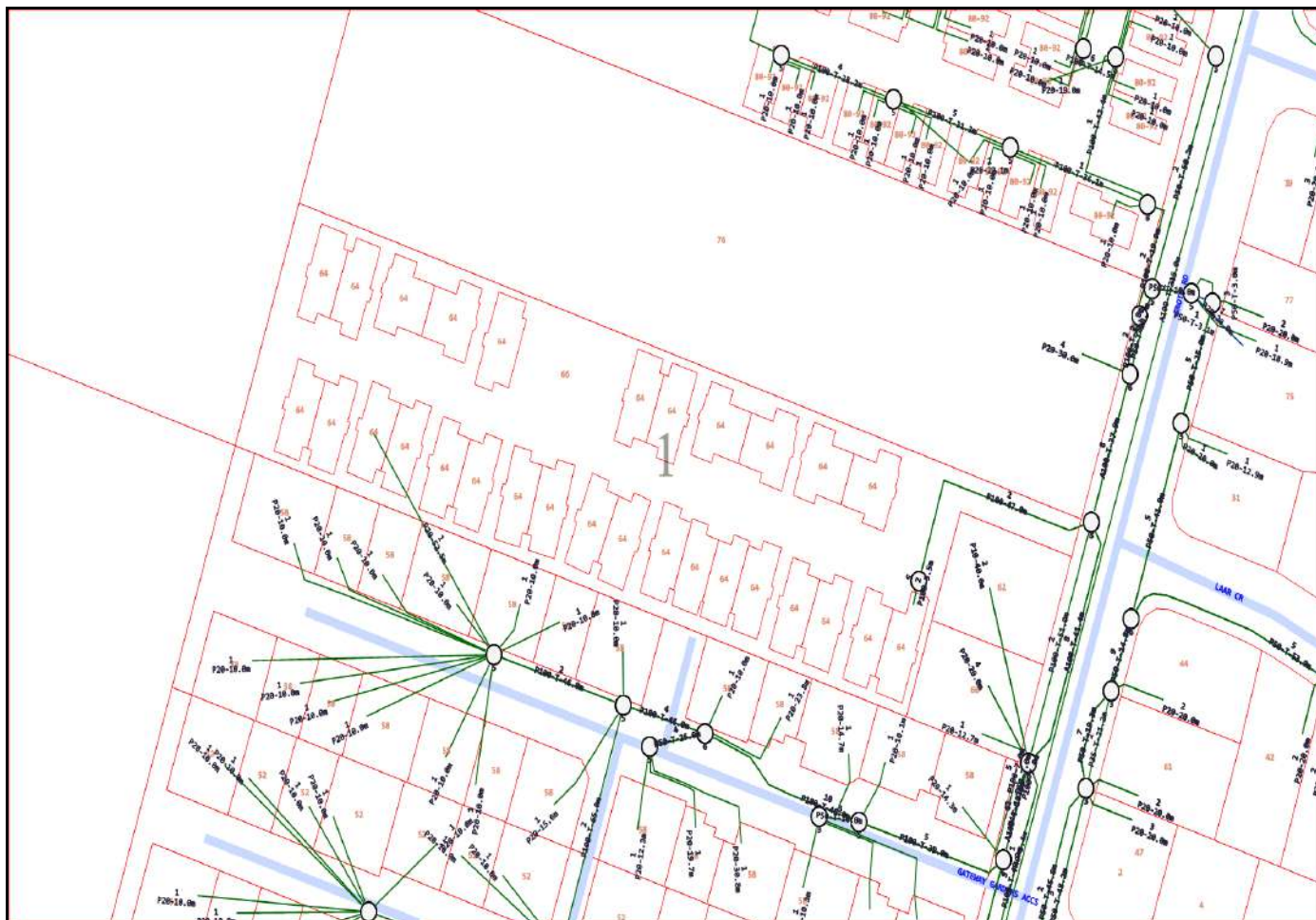
- Substation
- Cable Marker
- Pit
- Pole
- Pillar
- LV Cable (up to 1kV)
- HV Cable (1kV - <33kV)
- HV Cable (33kV and over)
- Pit Boundary
- Planned Work Area

AS5488 Category "D" Plan



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|                                                                                     |                                                                                                                                                                                                                                              |
|-------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    | <div data-bbox="1123 353 1455 479">  </div> <div data-bbox="671 421 887 470"> <h1>LEGEND</h1> </div>                                                      |
|    | Parcel and the location                                                                                                                                                                                                                      |
|    | Pit with size "5"                                                                                                                                                                                                                            |
|    | Power Pit with size "2E".<br>Valid PIT Size: e.g. 2E, 5E, 6E, 8E, 9E, E, null.                                                                                                                                                               |
|    | Manhole                                                                                                                                                                                                                                      |
|   | Pillar                                                                                                                                                                                                                                       |
|  | Cable count of trench is 2.<br>One "Other size" PVC conduit (PO) owned by Telstra (-T-), between pits of sizes, "5" and "9" are 25.0m apart.<br>One 40mm PVC conduit (P40) owned by NBN, between pits of sizes, "5" and "9" are 20.0m apart. |
|  | 2 Direct buried cables between pits of sizes, "5" and "9" are 10.0m apart.                                                                                                                                                                   |
|  | Trench containing any <b>INSERVICE/CONSTRUCTED</b> (Copper/RF/Fibre) cables.                                                                                                                                                                 |
|  | Trench containing only <b>DESIGNED/PLANNED</b> (Copper/RF/Fibre/Power) cables.                                                                                                                                                               |
|  | Trench containing any <b>INSERVICE/CONSTRUCTED</b> (Power) cables.                                                                                                                                                                           |
|  | Road and the street name "Broadway ST"                                                                                                                                                                                                       |
| <div data-bbox="331 1899 411 1935"> Scale </div>                                    | <div data-bbox="657 1899 1251 2016">  <div data-bbox="1008 1899 1251 2016"> Meters<br/>1:2000<br/>1 cm equals 20 m </div> </div>                          |



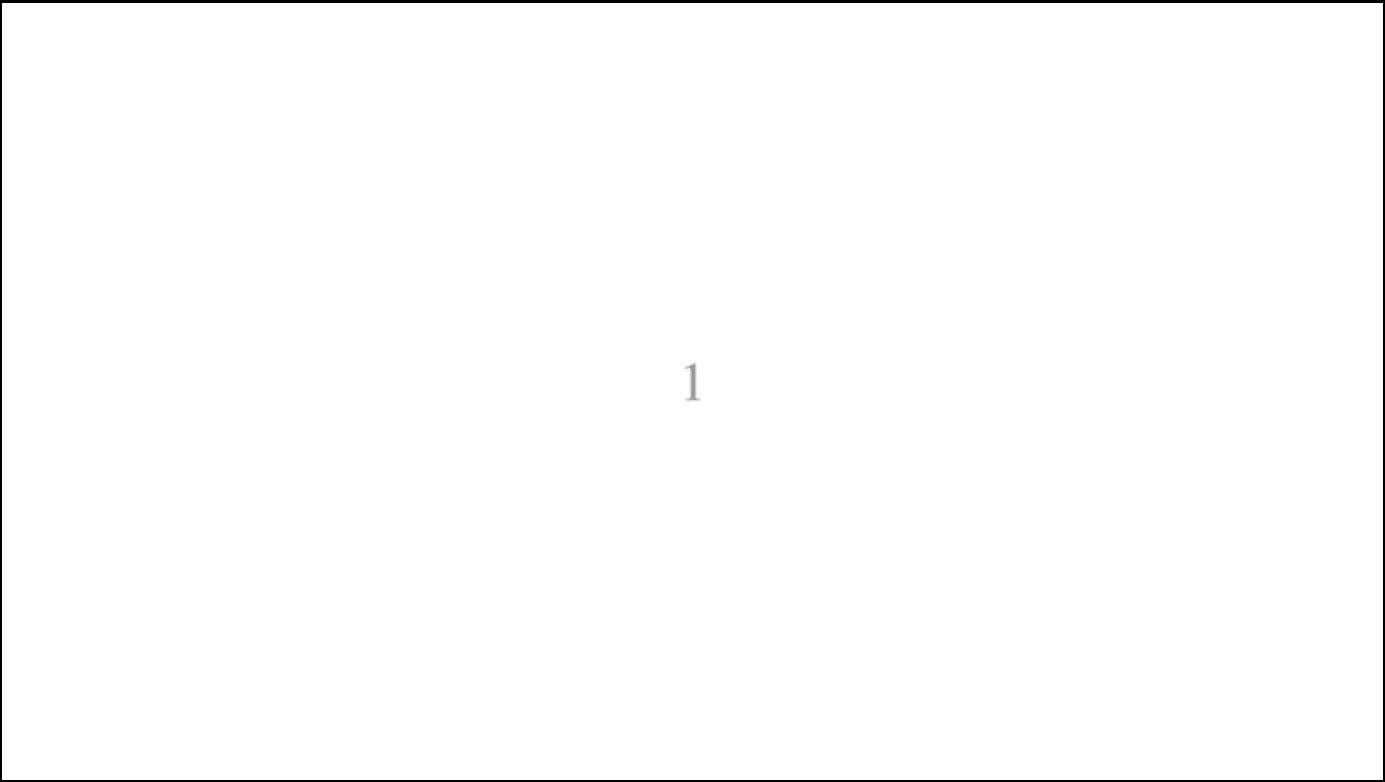
## Emergency Contacts

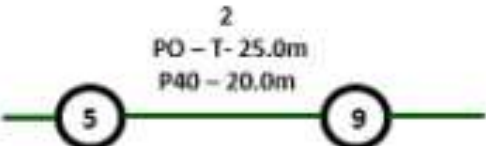
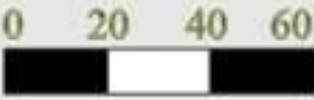
You must immediately report any damage to the **nbn™** network that you are/become aware of. Notification may be by telephone - 1800 626 329.

**To:** Jan Davies  
**Phone:** Not Supplied  
**Fax:** Not Supplied  
**Email:** searches@searchassist.com.au

|                                   |                                       |                                                                                     |
|-----------------------------------|---------------------------------------|-------------------------------------------------------------------------------------|
| <b>Dial before you dig Job #:</b> | 53426685                              |  |
| <b>Sequence #</b>                 | 274535892                             |                                                                                     |
| <b>Issue Date:</b>                | 15/06/2026                            |                                                                                     |
| <b>Location:</b>                  | 64 Groth Road , Boondall , QLD , 4034 |                                                                                     |

Indicative Plans are tiled below to demonstrate how to layout and read nbn asset plans



|                                                                                     |                                                                                                                                                                                                                                              |
|-------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    | <div data-bbox="1123 353 1453 479">  </div> <div data-bbox="671 421 887 472"> <h1>LEGEND</h1> </div>                                                      |
|    | Parcel and the location                                                                                                                                                                                                                      |
|    | Pit with size "5"                                                                                                                                                                                                                            |
|    | Power Pit with size "2E".<br>Valid PIT Size: e.g. 2E, 5E, 6E, 8E, 9E, E, null.                                                                                                                                                               |
|    | Manhole                                                                                                                                                                                                                                      |
|   | Pillar                                                                                                                                                                                                                                       |
|  | Cable count of trench is 2.<br>One "Other size" PVC conduit (PO) owned by Telstra (-T-), between pits of sizes, "5" and "9" are 25.0m apart.<br>One 40mm PVC conduit (P40) owned by NBN, between pits of sizes, "5" and "9" are 20.0m apart. |
|  | 2 Direct buried cables between pits of sizes, "5" and "9" are 10.0m apart.                                                                                                                                                                   |
|  | Trench containing any <b>INSERVICE/CONSTRUCTED</b> (Copper/RF/Fibre) cables.                                                                                                                                                                 |
|  | Trench containing only <b>DESIGNED/PLANNED</b> (Copper/RF/Fibre/Power) cables.                                                                                                                                                               |
|  | Trench containing any <b>INSERVICE/CONSTRUCTED</b> (Power) cables.                                                                                                                                                                           |
|  | Road and the street name "Broadway ST"                                                                                                                                                                                                       |
| <div data-bbox="331 1899 411 1944"> Scale </div>                                    | <div data-bbox="655 1899 1251 2020">  <div data-bbox="1007 1899 1251 2020"> Meters<br/>1:2000<br/>1 cm equals 20 m </div> </div>                          |



## Emergency Contacts

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

Urban Utilities - Water, Recycled Water and Sewer Infrastructure





N



Map Scale  
1:1000

**Before You Dig Australia- Urban Utilities Water, Recycled Water and Sewer Infrastructure**

**BYDA Reference No: 274535895**

Date BYDA Ref Received: 15/06/2026

Date BYDA Job to Commence: 16/06/2026

Date BYDA Map Produced: 15/06/2026

This Map is valid for 30 days

Produced By: Urban Utilities

**Sewer**

● Infrastructure

● Major Infrastructure

— Network Pipelines

▨ Network Structures

**Water**

● Infrastructure

◆ Major Infrastructure

— Network Pipelines

▨ Network Structures

--- Water Service (Indicative only)

**Recycled Water**

● Infrastructure

◆ Major Infrastructure

— Network Pipelines

▨ Network Structures

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

The plans are indicative and approximate only and provided without warranties of any kind, express or implied including in relation to accuracy, completeness, correctness, currency or fitness for purpose.

Urban Utilities takes no responsibility and accepts no liability for any loss, damage, costs or liability that may be incurred by any person acting in reliance on the information provided on the plans.

This plan should be used as guide only. Any dimensions should be confirmed on site by the relevant authority.

Based on or contains data provided by the State of Queensland (Department of Natural Resources and Mines) [2020]. In consideration of the State permitting the use of this data you acknowledge and agree that the State gives no warranty in relation to the data (including accuracy, liability in negligence) for any loss, damage or costs (including consequential damage) relating to any use of the data. Data must not be used for direct marketing or be used in breach of the privacy laws. © State of Queensland Department of Natural Resources and Mines [2020]

For further information, please call Urban Utilities on 13 26 57 (8am-6pm weekdays). Faults and emergencies 13 23 64 (24/7).

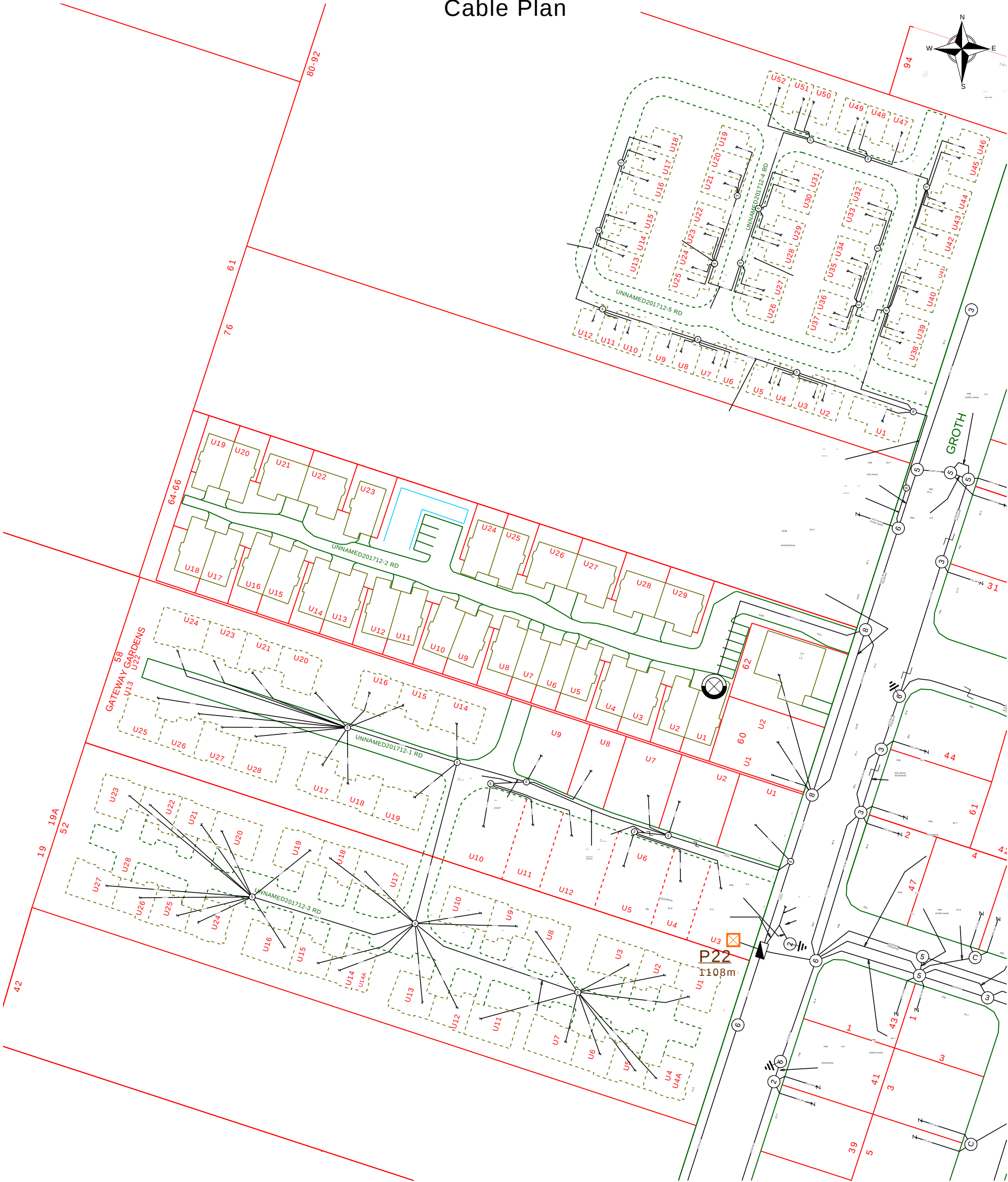
[www.urbanutilities.com.au](http://www.urbanutilities.com.au)

ABN 86 673 835 011

Plans generated 15 Jun 2026 by PelicanCorp TicketAccess Software | www.pelicanCorp.com

AU.Urban Utilities - Response Plan.docx (2020)

Cable Plan



Report Damage:<https://service.telstra.com.au/customer/general/forms/report-damage-to-telstra/>  
Ph - 13 22 03  
Email - Telstra.Plans@team.telstra.com  
Planned Services - ph 1800 653 935 (AEST bus hrs only) General Enquiries

TELSTRA LIMITED A.C.N. 086 174 781

Generated On 15/06/2026 14:46:01

Sequence Number: 274535897

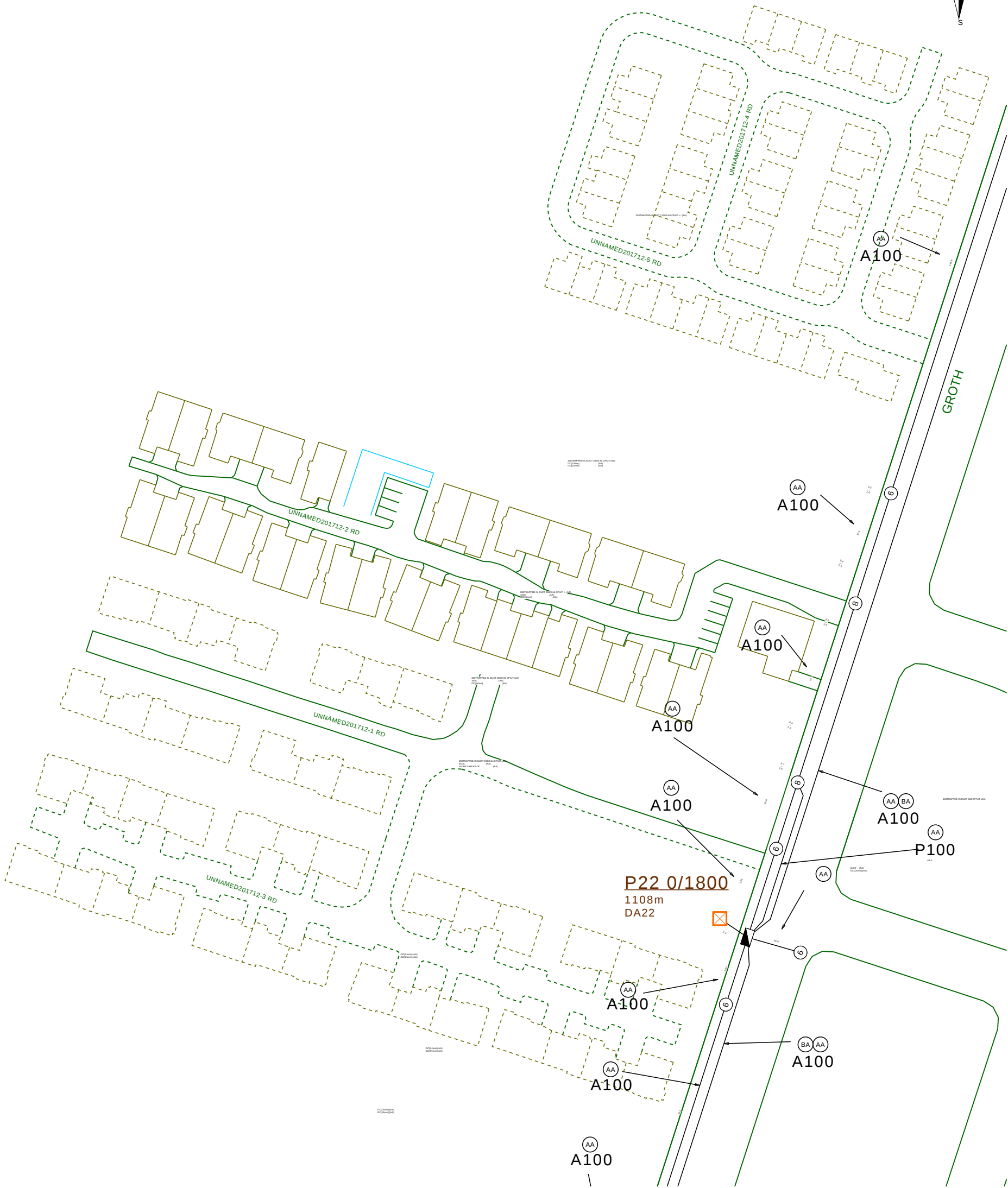
Please read Duty of Care prior to any excavating

The above plan must be viewed in conjunction with the Mains Cable Plan on the following page

**WARNING**  
Telstra plans and location information conform to Quality Level "D" of the Australian Standard AS 5488-Classification of Subsurface Utility Information. As such,Telstra supplied location information is indicative only.Spatial accuracy is not applicable to Quality Level D. Refer to AS 5488 for further details. The exact position of Telstra assets can only be validated by physically exposing it. Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy. Further on site investigation is required to validate the exact location of Telstra plant prior to commencing construction work. A Certified Locating Organisation is an essential part of the process to validate the exact location of Telstra assets and to ensure the asset is protected during construction works.

See the Steps- Telstra Duty of Care that was provided in the email response.

Mains Cable Plan



Report Damage:<https://service.telstra.com.au/customer/general/forms/report-damage-to-telstra->  
Ph - 13 22 03  
Email - [Telstra.Plans@team.telstra.com](mailto:Telstra.Plans@team.telstra.com)  
Planned Services - ph 1800 653 935 (AEST bus hrs only) General Enquiries

TELSTRA LIMITED A.C.N. 086 174 781

Generated On 15/06/2026 14:46:03

Sequence Number: 274535897

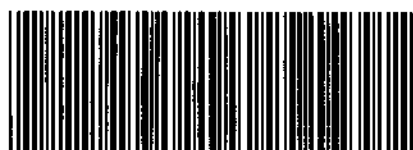
Please read Duty of Care prior to any excavating

The above plan must be viewed in conjunction with the Mains Cable Plan on the following page

**WARNING**  
Telstra plans and location information conform to Quality Level "D" of the Australian Standard AS 5488-Classification of Subsurface Utility Information. As such,Telstra supplied location information is indicative only.Spatial accuracy is not applicable to Quality Level D. Refer to AS 5488 for further details. The exact position of Telstra assets can only be validated by physically exposing it. Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy. Further on site investigation is required to validate the exact location of Telstra plant prior to commencing construction work. A Certified Locating Organisation is an essential part of the process to validate the exact location of Telstra assets and to ensure the asset is protected during construction works.

See the Steps- Telstra Duty of Care that was provided in the email response.





718265848

\$88.00

11/09/2017 14:35

BE 470

1. Nature of request

Request to record a new Community Management  
Statement for Birchgrove Residential Community  
Community Titles Scheme 36876

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

WILKINSON & BOYNTON

Lodger  
Code

OIBA

Hynes

2. Lot on Plan Description

Common Property of Birchgrove  
Residential Community Community  
Titles Scheme 36876

Title Reference

50664972

3. Registered Proprietor/State Lessee

Body Corporate for Birchgrove Residential Community Community Titles Scheme 36876

4. Interest

Not Applicable

5. Applicant

Body Corporate for Birchgrove Residential Community Community Titles Scheme 36876

6. Request

I hereby request that: the new Community Management Statement deposited herewith which amends Schedule C of the existing Community Management Statement be recorded as the Community Management Statement for Birchgrove Residential Community Community Titles Scheme 36876.

7. Execution by applicant

8 9 1 17  
Execution Date

Applicant's or Solicitor's Signature  
Todd Alexander Garsden, Solicitor

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

This statement incorporates and must include the following:

# 36876

- 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

Birchgrove Residential Community Community Titles Scheme 36876

## 2. Regulation module

ACCOMMODATION

## 3. Name of body corporate

Body Corporate for Birchgrove Residential Community Community Titles Scheme 36876

## 4. Scheme land

Lot on Plan Description

Common Property of Birchgrove Residential Community CTS 36876

See enlarged panel

Title Reference

50664972

## 5. #Name and address of original owner

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 s60(6) of the Body Corporate and Community Management Act 1997

.....signed

.....name and designation

.....name of Local Government

## 8. Execution by original owner/Consent of body corporate



9/8/17  
Execution Date

*H Russell*

Chairperson/ Secretary

*Donald*

\*Committee Member

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

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

### Privacy Statement

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

## Title Reference 50664972

**4. Scheme Land**

| Lot on Plan Description                                                                     | Title Reference |
|---------------------------------------------------------------------------------------------|-----------------|
| The Common Property of Birchgrove<br>Residential Community Community<br>Titles Scheme 36876 | 50664972        |
| Lot 1 on SP 201776                                                                          | 50664973        |
| Lot 2 on SP 201776                                                                          | 50664974        |
| Lot 3 on SP 201776                                                                          | 50664975        |
| Lot 4 on SP 201776                                                                          | 50664976        |
| Lot 5 on SP 201776                                                                          | 50664977        |
| Lot 6 on SP 201776                                                                          | 50664978        |
| Lot 7 on SP 201776                                                                          | 50664979        |
| Lot 8 on SP 201776                                                                          | 50664980        |
| Lot 9 on SP 201776                                                                          | 50664981        |
| Lot 10 on SP 201776                                                                         | 50664982        |
| Lot 11 on SP 201776                                                                         | 50664983        |
| Lot 12 on SP 201776                                                                         | 50664984        |
| Lot 13 on SP 201776                                                                         | 50664985        |
| Lot 14 on SP 201776                                                                         | 50664986        |
| Lot 15 on SP 201776                                                                         | 50664987        |
| Lot 16 on SP 201776                                                                         | 50664988        |
| Lot 17 on SP 201776                                                                         | 50664989        |
| Lot 18 on SP 201776                                                                         | 50664990        |
| Lot 19 on SP 201776                                                                         | 50664991        |
| Lot 20 on SP 201776                                                                         | 50664992        |
| Lot 21 on SP 201776                                                                         | 50664993        |
| Lot 22 on SP 201776                                                                         | 50664994        |
| Lot 23 on SP 201776                                                                         | 50664995        |
| Lot 24 on SP 201776                                                                         | 50664996        |
| Lot 25 on SP 201776                                                                         | 50664997        |
| Lot 26 on SP 201776                                                                         | 50664998        |
| Lot 27 on SP 201776                                                                         | 50664999        |
| Lot 28 on SP 201776                                                                         | 50665000        |
| Lot 29 on SP 201776                                                                         | 50665001        |

**SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS**

| Lot on Plan         | Contribution | Interest   |
|---------------------|--------------|------------|
| Lot 1 on SP 201776  | 1            | 10         |
| Lot 2 on SP 201776  | 1            | 10         |
| Lot 3 on SP 201776  | 1            | 10         |
| Lot 4 on SP 201776  | 1            | 10         |
| Lot 5 on SP 201776  | 1            | 10         |
| Lot 6 on SP 201776  | 1            | 8          |
| Lot 7 on SP 201776  | 1            | 8          |
| Lot 8 on SP 201776  | 1            | 10         |
| Lot 9 on SP 201776  | 1            | 10         |
| Lot 10 on SP 201776 | 1            | 10         |
| Lot 11 on SP 201776 | 1            | 10         |
| Lot 12 on SP 201776 | 1            | 10         |
| Lot 13 on SP 201776 | 1            | 10         |
| Lot 14 on SP 201776 | 1            | 10         |
| Lot 15 on SP 201776 | 1            | 10         |
| Lot 16 on SP 201776 | 1            | 10         |
| Lot 17 on SP 201776 | 1            | 10         |
| Lot 18 on SP 201776 | 1            | 10         |
| Lot 19 on SP 201776 | 1            | 10         |
| Lot 20 on SP 201776 | 1            | 10         |
| Lot 21 on SP 201776 | 1            | 12         |
| Lot 22 on SP 201776 | 1            | 12         |
| Lot 23 on SP 201776 | 1            | 10         |
| Lot 24 on SP 201776 | 1            | 10         |
| Lot 25 on SP 201776 | 1            | 10         |
| Lot 26 on SP 201776 | 1            | 12         |
| Lot 27 on SP 201776 | 1            | 12         |
| Lot 28 on SP 201776 | 1            | 10         |
| Lot 29 on SP 201776 | 1            | 12         |
| <b>TOTALS</b>       | <b>29</b>    | <b>296</b> |

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

Section 66(1)(f) & (g) of the Body Corporate Community Management Act 1997 do not apply.

|                   |                |  |
|-------------------|----------------|--|
| <b>SCHEDULE C</b> | <b>BY-LAWS</b> |  |
|-------------------|----------------|--|

**PART A – PRELIMINARY****1 Structure**

1.1 These by-laws are set out in the following structure:

- (a) Part A – Preliminary
- (b) Part B – Interferences
- (c) Part C – Works
- (d) Part D – Regulation of use
- (e) Part E – Council and development restrictions
- (f) Part F – Exclusive use

**2 Definitions and interpretation**

2.1 The terms set out in these by-laws mean:

- (a) **'Act'** means the *Body Corporate Community Management Act 1997*(Qld).
- (b) **'Body Corporate'** means the Body Corporate established upon the registration of the Scheme.
- (c) **'Caretaking Service Contractor'** means a service contractor for the Scheme who is also a letting agent for the Scheme.
- (d) **'Christmas Period'** means the period between (and including) the days of 1 December and 7 January each year.
- (e) **'Common Property'** means Scheme Land that is not included in a Lot.
- (f) **'Improvement'** means the erection of a building, a structural change or a non-structural change of any kind or the carrying out of any works.
- (g) **'Lot'** means a lot in the Scheme.
- (h) **'Occupier'** means any person that occupies a Lot.
- (i) **'Owner'** means an owner of a Lot.
- (j) **'Regulation Module'** means the regulation module of the Act that applies to the Scheme as identified in Item 2 of this community management statement.
- (k) **'Scheme'** means Birchgrove Residential Community CTS 36876.
- (l) **'Scheme Land'** means any land within the Scheme, including any Lot or the Common Property.
- (m) **'Social Function'** means a gathering of number of people that causes other Owners or Occupiers to be excluded from the use and enjoyment of part or all of the Common Property.
- (n) **'Smoke'** means to hold or otherwise have control over an ignited smoking product.
- (o) **'Vehicle'** includes but is not limited to all types of automobiles, motor cycles, scooters, trucks, bicycles, boats, trailers, caravans, camper vans, mobile homes, golf buggies, Segways, skateboards, rollerblades or any other equivalent means of transportation.
- (p) **'Visitor'** means a person who is invited in any capacity onto Scheme Land by an Owner, Occupier or a Visitor.

2.2 In the interpretation of these by-laws, terms used in these by-laws may be interpreted by reference to how those terms are defined in the Act and Regulation Module.

2.3 If there is an inconsistency between a by-law and the Act or Regulation Module, the Act or Regulation Module prevails to the extent of the inconsistency.

2.4 The singular includes the plural and vice versa.

2.5 Words importing a gender include other genders.

### **3 Applicability of these by-laws**

- 3.1 An Owner whose Lot is subject to a lease, licence or tenancy agreement must take reasonable steps to ensure that any lessee, licensee, tenant or other Occupier and their Visitors comply with and observe these by-laws.
- 3.2 Occupiers must:
  - (a) comply with these by-laws to the extent they apply to an Owner; and
  - (b) ensure that the by-laws are complied with by their Visitors to the extent they apply to an Occupier.

### **4 Tenancies**

- 4.1 If an Owner lets their Lot for a term of three months or more, the Owner must, as soon as practicable, give the Body Corporate notice of:
  - (a) the name of the tenant and all Occupiers;
  - (b) the service address of the tenant;
  - (c) the term of the tenancy;
  - (d) the name and service address of the Owner's letting agent for the tenancy; and
  - (e) any other information the Body Corporate may reasonably require.

### **5 Application and approval process**

- 5.1 This by-law applies where an Owner or Occupier makes an application to the Body Corporate or otherwise seeks to obtain the Body Corporate's consent.
- 5.2 When deciding whether to approve any application made by an Owner or Occupier (the Applicant) under these by-laws, the Body Corporate may:
  - (a) take into account previous approvals under these by-laws provided to the Applicant and the Applicant's compliance with any conditions of previous approvals;
  - (b) request the Applicant to provide all information reasonably required to make a decision, where the Body Corporate may make as many requests as reasonably necessary;
  - (c) grant its approval on reasonable and relevant conditions; or
  - (d) refuse any application if it is reasonable to do so.
- 5.3 An Owner or Occupier of a Lot granted approval under these by-laws must comply with any conditions of that approval, failing which, the Body Corporate may withdraw that approval after the Applicant has been provided with a reasonable opportunity to remedy any non-compliance.
- 5.4 Any approval under these by-laws by the Body Corporate is invalid and read down or severed to the extent it is inconsistent with the Act or Regulation Module.

## **PART B - INTERFERENCES**

### **6 Noise and nuisances**

- 6.1 An Owner or Occupier must not use, or permit the use of, a Lot or the Common Property in a way that:
  - (a) causes a nuisance or hazard;
  - (b) interferes unreasonably with the use or enjoyment of another Lot; or
  - (c) interferes unreasonably with the use or enjoyment of the Common Property by a person who is lawfully on the Common Property.

### **7 Obstruction**

- 7.1 An Owner or Occupier must not, without the written approval of the Body Corporate:
  - (a) obstruct, or permit the obstruction of, the lawful use of the Common Property or another Lot by someone else; or
  - (b) use as storage, or place items on, the Common Property.

---

**8 Smoking**

---

8.1 An Owner or Occupier must not Smoke, or permit any Visitors to Smoke:

- (a) in a completely or substantially enclosed area on the Common Property;
- (b) on the Common Property such that it unreasonably interferes with the use or enjoyment of another person in a Lot or the Common Property; or
- (c) in their Lot such that it unreasonably interferes with the use or enjoyment of another person in a Lot or the Common Property.

---

**9 Auctions**

---

9.1 An Owner must not permit any auction to take place on their Lot or the Common Property without the written approval of the Body Corporate.

---

**10 Garage sales**

---

10.1 An Owner must not permit any garage sale to take place on their Lot or the Common Property without the written approval of the Body Corporate.

---

**11 Parking**

---

11.1 An Owner or Occupier must not, without the written approval of the Body Corporate:

- (a) park a Vehicle or allow a Vehicle to stand, on any part of the Common Property (other than in an exclusive use area); or
- (b) permit a Visitor to park a Vehicle or allow a Vehicle to stand, on the Common Property (other than a designated visitor car parking bay).

---

**12 Vehicles**

---

12.1 Vehicles must be operated in accordance with all public road rules and must not be driven at a speed that creates a danger to property or persons.

---

**13 Communications**

---

13.1 Owners and Occupiers must only communicate and interact with the Body Corporate and other Owners and Occupiers in a reasonable manner and not in any way which may (including, but not limited to) be:

- (a) an annoyance;
- (b) a nuisance;
- (c) threatening or intimidating;
- (d) defamatory; or
- (e) anti-social.

---

**PART C - WORKS**

---

---

**14 Damage**

---

14.1 An Owner or Occupier must not damage, deface or alter any part of the Common Property without the written approval of the Body Corporate.

---

**15 Common Property Improvements**

---

15.1 An Owner or Occupier must not make any Improvement to the Common Property without the written approval of the Body Corporate.

---

**16 Boundary Improvements**

---

16.1 An Owner or Occupier must not, without the written approval of the Body Corporate, make any Improvements to:

---

- (a) railings, parapets and balustrades on (whether precisely, or for all practical purposes) the boundary of a lot and common property or the boundary of a lot and another lot;
- (b) doors, fences, windows and associated fittings situated in a boundary wall separating a lot from common property or the boundary of a lot and another lot; or
- (c) roofing membranes that are not common property but that provide protection for lots or common property.

## **17 Structural Improvements**

---

17.1 An Owner or Occupier must not, without the written approval of the Body Corporate, make any structural alterations to:

- (a) foundation structures;
- (b) roofing structures providing protection; or
- (c) essential supporting framework, including but not limited to load-bearing walls.

## **18 Lot Improvements**

---

18.1 An Owner or Occupier must not make any Improvement (other than minor cosmetic work that does not in any way affect, alter or otherwise impact the Common Property or another Lot) to their Lot without the written approval of the Body Corporate.

18.2 In applying for the Body Corporate's approval under this by-law, in addition to any other requirements under these by-laws, the Act or the Regulation Module:

- (a) the Owner or Occupier must provide the Body Corporate in writing with the following information at least two weeks prior to the Improvement taking place or otherwise as soon as practicable:
  - (i) approximate scope and duration of the proposed Improvement;
  - (ii) any expected noise or disturbance that may unreasonably interfere with any lawful use of a Lot or the Common Property;
  - (iii) details of any contractors (including removalists) engaged to perform any works related to the Improvement; and
  - (iv) any other information reasonably necessary to mitigate any potential risk or nuisance.
- (b) the Owner or Occupier must notify the Body Corporate, as soon as practicable, of any material changes to the intended scope, duration or method of performance of the proposed works related to the Improvement or any other information previously provided to the Body Corporate.

## **19 External appearance of a lot**

---

19.1 The Owner or Occupier of a lot must not (other than installing reasonable temporary Christmas themed decorations during the Christmas Period) do anything which changes the external appearance of the Lot (including without limitation, an improvement or the placement of an item), if it will result in a change of the appearance of the Lot being visible from another Lot or the Common Property, or from outside the Scheme Land, without the Body Corporate's written approval.

## **PART D – REGULATION OF USE**

## **20 Pets**

---

20.1 Unless a person who has the right to be accompanied by an assistance animal under any statute, an Owner or Occupier must not, without the Body Corporate's written approval:

- (a) bring or keep an animal on the Lot or the Common Property; or
- (b) permit a Visitor to bring or keep an animal on the Lot or Common Property.

20.2 When keeping a pet in the Scheme, in addition to any other requirements under these by-laws, an approval by the Committee, the Act or the Regulation Module the Owner or Occupier must:

- (a) ensure that when passing through common property the animal will be suitably restrained or carried;
- (b) register the animal with the local council;

- (c) ensure that the animal is kept within the Lot and not allowed to roam, dig, soil or otherwise damage Common Property or another Lot;
- (d) dispose of any animal waste left on the Common Property immediately in a suitable garbage receptacle; and
- (e) ensure the animal carries a name tag identifying the animal and its Owners.

## **21 Alienation**

---

21.1 An Owner or Occupier must not, without the written approval of the Body Corporate:

- (a) use, take, or in any other way appropriate any part of the Common Property for their sole or exclusive use unless authorised by another by-law; or
- (b) alienate in any way any part of the common property; or
- (c) interfere with the lawful use and enjoyment of Common Property by other Owners or Occupiers.

## **22 Common Property Garbage**

---

22.1 An Owner or Occupier must not leave garbage or other materials on the Common Property except in a designated garbage receptacle.

22.2 An Owner or Occupier must:

- (a) comply with any local authority by-laws or local laws about the disposal of garbage that apply to the Scheme;
- (b) remove all rubbish from their Lot at least weekly;
- (c) keep their Lot free of pests and vermin;
- (d) not, in disposing of garbage, adversely affect the health, hygiene or comfort of other Owners or Occupiers;
- (e) not leave bulky items or furniture (including white goods) in the designated garbage receptacles, but must dispose of these items in a suitable place outside the Scheme land;
- (f) not cause damage to the garbage receptacles;
- (g) not overfill the garbage receptacles; and
- (h) not allow rubbish to become stuck to the garbage receptacles or liquids to run in the garbage receptacles.

## **23 Dangerous substances**

---

23.1 An Owner or Occupier must not, without the Body Corporate's written approval, store a flammable or dangerous substance on a Lot unless the substance is:

- (a) used or intended to be used for domestic purposes; or
- (b) fuel stored within a fuel tank of a vehicle, boat, or internal combustion engine in which the fuel is stored under the requirements of any law regulating the storage of flammable materials.

## **24 Removals**

---

24.1 An Owner or Occupier shall not move any furniture into or out of a lot without:

- (a) approval being given by the Body Corporate if the furniture is large, bulky or requires temporary exclusive use of any part of the common property (i.e. using a lift); and
- (b) taking adequate measures to minimise damage to the Common Property and any other Lot in the Scheme.

## **25 No Interference**

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25.1 An Owner or Occupier must not, without the written approval of the Body Corporate:

- (a) interfere with, hinder, harass or otherwise obstruct contractors or employees engaged by the Body Corporate; or
- (b) give instructions to contractors or employees on the Scheme Land engaged by the Body Corporate.

## **26 Interference with support, shelter, utility infrastructure**

- 26.1 An Owner or Occupier must not, without the written approval of the Body Corporate, interfere or permit interference with:
- (a) support or shelter provided for a Lot or the Common Property;
  - (b) utility infrastructure or utility services; or
  - (c) body corporate assets.

## **27 Health and safety**

- 27.1 Owners and Occupiers must give notice as soon as reasonably practicable to the Body Corporate after becoming aware of any:
- (a) infectious disease which is present at the Scheme requiring notification by statute or ordinance;
  - (b) accident or incident causing personal injury or any property or other damage which occurs on Scheme Land; or
  - (c) other event that may affect the insurance of the Body Corporate, health or safety of owners or occupiers or may otherwise create liability for the Body Corporate.

## **28 Social functions**

- 28.1 An Owner or Occupier must not use an area of the Common Property for the purposes of a Social Function without the written approval of the Body Corporate.

## **29 Use of lots**

- 29.1 Without the approval of the Body Corporate, an Owner or Occupier may not use their Lot for anything other than:
- (a) residential purposes; or
  - (b) a home office that does not compete with the Caretaking Service Contractor; or
  - (c) if the Owner or Occupier is a Caretaking Service Contractor, for:
    - (i) the purposes of management of the Scheme;
    - (ii) the letting or sales of Lots in the Scheme on behalf of the Owners and the rendering of such other services to Owners and Occupiers; and
    - (iii) the letting and sales of Lots outside the Scheme and the rendering of such other services.
- 29.2 An Owner or Occupier of a lot shall not use, or permit the use of, their Lot for any purpose which may be illegal, immoral or bring the Scheme into disrepute.

## **30 Letterbox**

- 30.1 An Owner or Occupier of a Lot must not interfere with the letterbox designated for another Lot or the Body Corporate.

# **PART E – COUNCIL AND DEVELOPMENT RESTRICTIONS**

## **31 Balconies and Terraces**

- 31.1 All balconies and terraces on scheme land as shown on the approved drawings and documents approved by the Brisbane City Council are to remain unenclosed with no shutters, glazing, louvres or similar permanent structures other than those consistent with the relevant "Brisbane City Plan 2000 – Residential Code" and clearly depicted on the approved drawings.

**PART F – EXCLUSIVE USE****32 Exclusive Use**

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**31.1 Access**

- (a) Notwithstanding the allocation by the Body Corporate of any exclusive use area or the granting of any rights whatsoever with respect to common property, all owners shall ensure that where necessary access will be provided to the appropriate authorities for the reading, repair and maintenance of gas and or water metres and ancillary equipment which may be located on or in that common property. If the areas are gated or enclosed keys and or access will be provided as and when required.

**31.2 Exclusive Use Areas**

The body corporate shall execute all documents as may be required to register any exclusive use areas with the Department of Natural Resources and also to make authorised allocations in respect of common property.

- (b) The proprietors for the time being of Lot 1 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 1A, the proprietors for the time being of Lot 1 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason the proprietors of Lot 1 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 1. The proprietor of Lot 1 shall attend to payment of same without delay.

- (c) The proprietors for the time being of Lot 2 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 2A, the proprietors for the time being of Lot 2 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason the proprietors of Lot 2 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 2. The proprietor of Lot 2 shall attend to payment of same without delay.

- (d) The proprietors for the time being of Lot 3 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 3A, the proprietors for the time being of Lot 3 being responsible to keep that area in a clean and tidy condition shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason, the proprietors of Lot 3 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 3. The proprietor of Lot 3 shall attend to payment of same without delay.

- (e) The proprietors for the time being of Lot 4 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 4A, the proprietors for the time being of Lot 4 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason, the proprietors of Lot 4 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 4. The proprietor of Lot 4 shall attend to payment of same without delay.

- (f) The proprietors for the time being of Lot 5 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 5A, the proprietors for the time being of Lot 5 being responsible to keep that area in a clean and tidy

condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason, the proprietors of Lot 5 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 5. The proprietor of Lot 5 shall attend to payment of same without delay.

- (g) The proprietors for the time being of Lot 6 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 6A, the proprietors for the time being of Lot 6 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason, the proprietors of Lot 6 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 6. The proprietor of Lot 6 shall attend to payment of same without delay.

- (h) The proprietors for the time being of Lot 7 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 7A, the proprietors for the time being of Lot 7 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason, the proprietors of Lot 7 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 7. The proprietor of Lot 7 shall attend to payment of same without delay.

- (i) The proprietors for the time being of Lot 8 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 8A, the proprietors for the time being of Lot 8 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason, the proprietors of Lot 8 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 8. The proprietor of Lot 8 shall attend to payment of same without delay.

- (j) The proprietors for the time being of Lot 9 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 9A, the proprietors for the time being of Lot 9 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason, the proprietors of Lot 9 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 9. The proprietor of Lot 9 shall attend to payment of same without delay.

- (k) The proprietors for the time being of Lot 10 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 10A, the proprietors for the time being of Lot 10 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason, the proprietors of Lot 10 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 10. The proprietor of Lot 10 shall attend to payment of same without delay.

- (l) The proprietors for the time being of Lot 11 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 11A, the proprietors for the time being of Lot 11 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason, the proprietors of Lot 11 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 11. The proprietor of Lot 11 shall attend to payment of same without delay.

- (m) The proprietors for the time being of Lot 12 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 12A, the proprietors for the time being of Lot 12 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason, the proprietors of Lot 12 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 12. The proprietor of Lot 12 shall attend to payment of same without delay.

- (n) The proprietors for the time being of Lot 13 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 13A, the proprietors for the time being of Lot 13 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason, the proprietors of Lot 13 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 13. The proprietor of Lot 13 shall attend to payment of same without delay.

- (o) The proprietors for the time being of Lot 14 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 14A, the proprietors for the time being of Lot 14 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason, the proprietors of Lot 14 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 14. The proprietor of Lot 14 shall attend to payment of same without delay.

- (p) The proprietors for the time being of Lot 15 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 15A, the proprietors for the time being of Lot 15 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason, the proprietors of Lot 15 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 15. The proprietor of Lot 15 shall attend to payment of same without delay.

- (q) The proprietors for the time being of Lot 16 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 16A, the proprietors for the time being of Lot 16 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason, the proprietors of Lot 16 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping

and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 16. The proprietor of Lot 16 shall attend to payment of same without delay.

- (r) The proprietors for the time being of Lot 17 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 17A, the proprietors for the time being of Lot 17 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason, the proprietors of Lot 17 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 17. The proprietor of Lot 17 shall attend to payment of same without delay.

- (s) The proprietors for the time being of Lot 18 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 18A, the proprietors for the time being of Lot 18 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason, the proprietors of Lot 18 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 18. The proprietor of Lot 18 shall attend to payment of same without delay.

- (t) The proprietors for the time being of Lot 19 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 19A, the proprietors for the time being of Lot 19 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason, the proprietors of Lot 19 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 19. The proprietor of Lot 19 shall attend to payment of same without delay.

- (u) The proprietors for the time being of Lot 20 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 20A, the proprietors for the time being of Lot 20 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason, the proprietors of Lot 20 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 20. The proprietor of Lot 20 shall attend to payment of same without delay.

- (v) The proprietors for the time being of Lot 21 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 21A, the proprietors for the time being of Lot 21 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason, the proprietors of Lot 21 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 21. The proprietor of Lot 21 shall attend to payment of same without delay.

- (w) The proprietors for the time being of Lot 22 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 22A, the proprietors for the time being of Lot 22 being responsible to keep that area in a clean and

tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason, the proprietors of Lot 22 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 22. The proprietor of Lot 22 shall attend to payment of same without delay.

- (x) The proprietors for the time being of Lot 23 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 23A, the proprietors for the time being of Lot 23 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason, the proprietors of Lot 23 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 23. The proprietor of Lot 23 shall attend to payment of same without delay.

- (y) The proprietors for the time being of Lot 24 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 24A, the proprietors for the time being of Lot 24 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason, the proprietors of Lot 24 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 24. The proprietor of Lot 24 shall attend to payment of same without delay.

- (z) The proprietors for the time being of Lot 25 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 25A, the proprietors for the time being of Lot 25 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason, the proprietors of Lot 25 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 25. The proprietor of Lot 25 shall attend to payment of same without delay.

- (aa) The proprietors for the time being of Lot 26 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 26A, the proprietors for the time being of Lot 26 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason, the proprietors of Lot 26 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 26. The proprietor of Lot 26 shall attend to payment of same without delay.

- (bb) The proprietors for the time being of Lot 27 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 27A, the proprietors for the time being of Lot 27 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason, the proprietors of Lot 27 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 27. The proprietor of Lot 27 shall attend to payment of same without delay.

- (cc) The proprietors for the time being of Lot 28 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 28A, the proprietors for the time being of Lot 28 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason, the proprietors of Lot 28 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 28. The proprietor of Lot 28 shall attend to payment of same without delay.

- (dd) The proprietors for the time being of Lot 29 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 29A, the proprietors for the time being of Lot 29 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason, the proprietors of Lot 29 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 29. The proprietor of Lot 29 shall attend to payment of same without delay.

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

A Services Location Diagram is attached entitled "Services Location Diagram"

| Lots on Plan or CP | Statutory Easement                                                                                                     | Service Location Diagram |
|--------------------|------------------------------------------------------------------------------------------------------------------------|--------------------------|
| Lot 1 on SP 201776 | Gas Line, Sewer Line, Stormwater, Electricity (Overhead & Underground), Telephone, Water, Projections, Shelter Support | Page 19-21               |
| Lot 2 on SP 201776 | Gas Line, Sewer Line, Stormwater, Electricity (Overhead & Underground), Telephone, Water, Projections, Shelter Support | Page 19-21               |
| Lot 3 on SP 201776 | Gas Line, Sewer Line, Stormwater, Electricity (Overhead & Underground), Telephone, Water, Projections, Shelter Support | Page 19-21               |
| Lot 4 on SP 201776 | Gas Line, Sewer Line, Stormwater, Electricity (Overhead & Underground), Telephone, Water, Projections, Shelter Support | Page 19-21               |
| Lot 5 on SP 201776 | Gas Line, Sewer Line, Stormwater, Electricity (Overhead & Underground), Telephone, Water, Projections, Shelter Support | Page 19-21               |
| Lot 6 on SP 201776 | Gas Line, Sewer Line, Stormwater, Electricity (Overhead & Underground), Telephone, Water, Projections, Shelter Support | Page 19-21               |
| Lot 7 on SP 201776 | Gas Line, Sewer Line, Stormwater, Electricity (Overhead & Underground), Telephone, Water, Projections, Shelter Support | Page 19-21               |
| Lot 8 on SP 201776 | Gas Line, Sewer Line, Stormwater, Electricity (Overhead & Underground),                                                | Page 19-21               |

|                     |                                                                                                                        |            |
|---------------------|------------------------------------------------------------------------------------------------------------------------|------------|
|                     | Telephone, Water, Projections, Shelter Support                                                                         |            |
| Lot 9 on SP 201776  | Gas Line, Sewer Line, Stormwater, Electricity (Overhead & Underground), Telephone, Water, Projections, Shelter Support | Page 19-21 |
| Lot 10 on SP 201776 | Gas Line, Sewer Line, Stormwater, Electricity (Overhead & Underground), Telephone, Water, Projections, Shelter Support | Page 19-21 |
| Lot 11 on SP 201776 | Gas Line, Sewer Line, Stormwater, Electricity (Overhead & Underground), Telephone, Water, Projections, Shelter Support | Page 19-21 |
| Lot 12 on SP 201776 | Gas Line, Sewer Line, Stormwater, Electricity (Overhead & Underground), Telephone, Water, Projections, Shelter Support | Page 19-21 |
| Lot 13 on SP 201776 | Gas Line, Sewer Line, Stormwater, Electricity (Overhead & Underground), Telephone, Water, Projections, Shelter Support | Page 19-21 |
| Lot 14 on SP 201776 | Gas Line, Sewer Line, Stormwater, Electricity (Overhead & Underground), Telephone, Water, Projections, Shelter Support | Page 19-21 |
| Lot 15 on SP 201776 | Gas Line, Sewer Line, Stormwater, Electricity (Overhead & Underground), Telephone, Water, Projections, Shelter Support | Page 19-21 |
| Lot 16 on SP 201776 | Gas Line, Sewer Line, Stormwater, Electricity (Overhead & Underground), Telephone, Water, Projections, Shelter Support | Page 18-21 |
| Lot 17 on SP 201776 | Gas Line, Sewer Line, Stormwater, Electricity (Overhead & Underground), Telephone, Water, Projections, Shelter Support | Page 19-21 |
| Lot 18 on SP 201776 | Gas Line, Sewer Line, Stormwater, Electricity (Overhead & Underground), Telephone, Water, Projections, Shelter Support | Page 19-21 |
| Lot 19 on SP 201776 | Gas Line, Sewer Line, Stormwater, Electricity (Overhead & Underground), Telephone, Water, Projections, Shelter Support | Page 19-21 |
| Lot 20 on SP 201776 | Gas Line, Sewer Line, Stormwater, Electricity (Overhead & Underground), Telephone, Water, Projections, Shelter Support | Page 19-21 |
| Lot 21 on SP 201776 | Gas Line, Sewer Line, Stormwater, Electricity (Overhead & Underground), Telephone, Water, Projections, Shelter Support | Page 19-21 |

|                              |                                                                                                                                 |            |
|------------------------------|---------------------------------------------------------------------------------------------------------------------------------|------------|
| Lot 22 on SP 201776          | Gas Line, Sewer Line, Stormwater,<br>Electricity (Overhead & Underground),<br>Telephone, Water, Projections, Shelter<br>Support | Page 19-21 |
| Lot 23 on SP 201776          | Gas Line, Sewer Line, Stormwater,<br>Electricity (Overhead & Underground),<br>Telephone, Water, Projections, Shelter<br>Support | Page 19-21 |
| Lot 24 on SP 201776          | Gas Line, Sewer Line, Stormwater,<br>Electricity (Overhead & Underground),<br>Telephone, Water, Projections, Shelter<br>Support | Page 19-21 |
| Lot 25 on SP 201776          | Gas Line, Sewer Line, Stormwater,<br>Electricity (Overhead & Underground),<br>Telephone, Water, Projections, Shelter<br>Support | Page 19-21 |
| Lot 26 on SP 201776          | Gas Line, Sewer Line, Stormwater,<br>Electricity (Overhead & Underground),<br>Telephone, Water, Projections, Shelter<br>Support | Page 19-21 |
| Lot 27 on SP 201776          | Gas Line, Sewer Line, Stormwater,<br>Electricity (Overhead & Underground),<br>Telephone, Water, Projections, Shelter<br>Support | Page 19-21 |
| Lot 28 on SP 201776          | Gas Line, Sewer Line, Stormwater,<br>Electricity (Overhead & Underground),<br>Telephone, Water, Projections, Shelter<br>Support | Page 19-21 |
| Lot 29 on SP 201776          | Gas Line, Sewer Line, Stormwater,<br>Electricity (Overhead & Underground),<br>Telephone, Water, Projections, Shelter<br>Support | Page 19-21 |
| Common Property on SP 201776 | Gas Line, Sewer Line, Stormwater,<br>Electricity (Overhead & Underground),<br>Telephone, Water, Projections, Shelter<br>Support | Page 19-21 |

DETAILS REQUIRED BY THE REGULATION MODULE TO BE INCLUDED – STATUTORY EASEMENTS

DETAILS PERMITTED BY THE REGULATION MODULE TO BE INCLUDED – NIL

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

THE LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY ARE AS FOLLOWS:

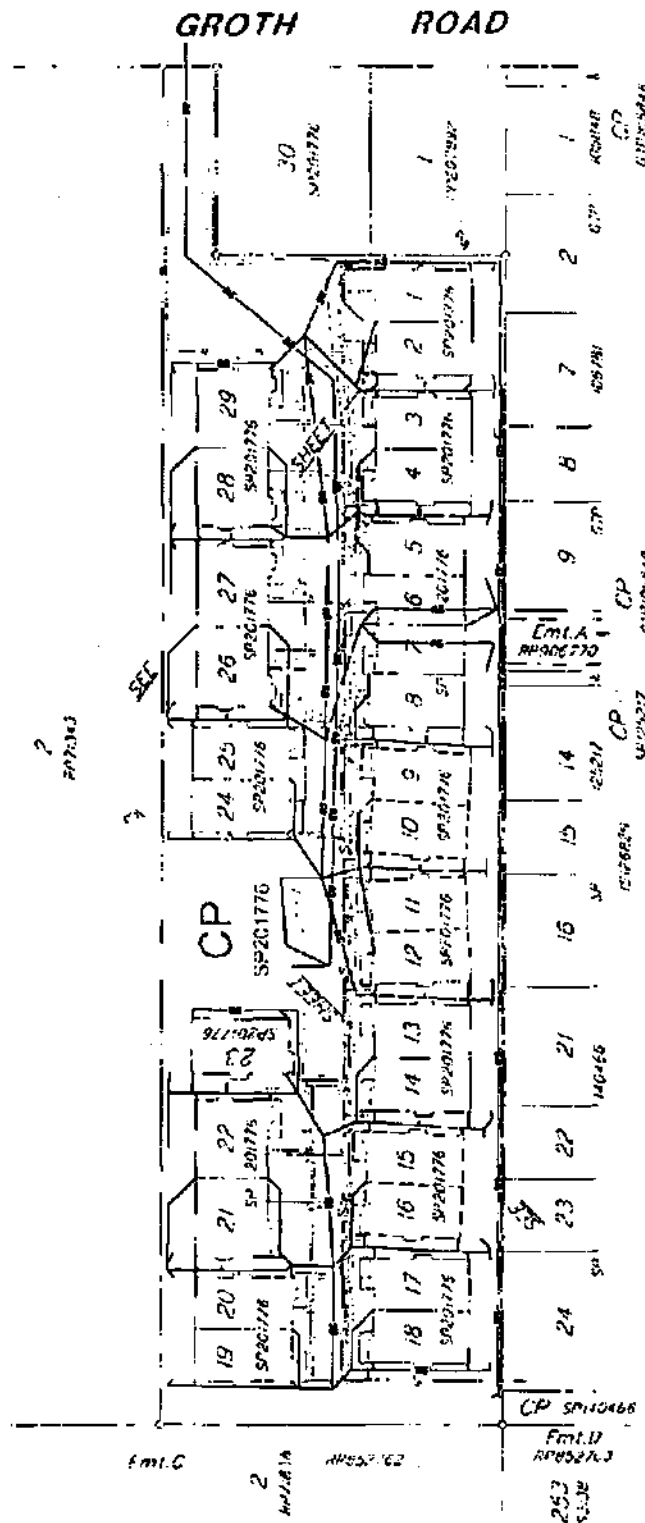
|                     |                                                                   |
|---------------------|-------------------------------------------------------------------|
| Lot 1 on SP 201776  | Exclusive Use Area marked 1A on the attached Exclusive Use Plans  |
| Lot 2 on SP 201776  | Exclusive Use Area marked 2A on the attached Exclusive Use Plans  |
| Lot 3 on SP 201776  | Exclusive Use Area marked 3A on the attached Exclusive Use Plans  |
| Lot 4 on SP 201776  | Exclusive Use Area marked 4A on the attached Exclusive Use Plans  |
| Lot 5 on SP 201776  | Exclusive Use Area marked 5A on the attached Exclusive Use Plans  |
| Lot 6 on SP 201776  | Exclusive Use Area marked 6A on the attached Exclusive Use Plans  |
| Lot 7 on SP 201776  | Exclusive Use Area marked 7A on the attached Exclusive Use Plans  |
| Lot 8 on SP 201776  | Exclusive Use Area marked 8A on the attached Exclusive Use Plans  |
| Lot 9 on SP 201776  | Exclusive Use Area marked 9A on the attached Exclusive Use Plans  |
| Lot 10 on SP 201776 | Exclusive Use Area marked 10A on the attached Exclusive Use Plans |
| Lot 11 on SP 201776 | Exclusive Use Area marked 11A on the attached Exclusive Use Plans |
| Lot 12 on SP 201776 | Exclusive Use Area marked 12A on the attached Exclusive Use Plans |
| Lot 13 on SP 201776 | Exclusive Use Area marked 13A on the attached Exclusive Use Plans |
| Lot 14 on SP 201776 | Exclusive Use Area marked 14A on the attached Exclusive Use Plans |
| Lot 15 on SP 201776 | Exclusive Use Area marked 15A on the attached Exclusive Use Plans |
| Lot 16 on SP 201776 | Exclusive Use Area marked 16A on the attached Exclusive Use Plans |
| Lot 17 on SP 201776 | Exclusive Use Area marked 17A on the attached Exclusive Use Plans |
| Lot 18 on SP 201776 | Exclusive Use Area marked 18A on the attached Exclusive Use Plans |
| Lot 19 on SP 201776 | Exclusive Use Area marked 19A on the attached Exclusive Use Plans |
| Lot 20 on SP 201776 | Exclusive Use Area marked 20A on the attached Exclusive Use Plans |
| Lot 21 on SP 201776 | Exclusive Use Area marked 21A on the attached Exclusive Use Plans |
| Lot 22 on SP 201776 | Exclusive Use Area marked 22A on the attached Exclusive Use Plans |
| Lot 23 on SP 201776 | Exclusive Use Area marked 23A on the attached Exclusive Use Plans |
| Lot 24 on SP 201776 | Exclusive Use Area marked 24A on the attached Exclusive Use Plans |
| Lot 25 on SP 201776 | Exclusive Use Area marked 25A on the attached Exclusive Use Plans |
| Lot 26 on SP 201776 | Exclusive Use Area marked 26A on the attached Exclusive Use Plans |
| Lot 27 on SP 201776 | Exclusive Use Area marked 27A on the attached Exclusive Use Plans |
| Lot 28 on SP 201776 | Exclusive Use Area marked 28A on the attached Exclusive Use Plans |
| Lot 29 on SP 201776 | Exclusive Use Area marked 29A on the attached Exclusive Use Plans |

Title Reference 50664972

Page 19 of 24

19 24  
1 3

'B'



**STEVE TOOHEY SURVEY**  
CONSULTING SURVEYOR Pty Ltd

10/15/2016 10:15 AM AT 10/15/2016 10:15 AM  
P O Box 804, BROWNS PLAINS B.C. 4118  
Wentley Plains Shopping Centre,  
Wentley Road, Browns Plains, Qld  
Telephone (07) 3830 4331  
Facsimile (07) 3806 2989  
Email: [madd@stsurvey.com.au](mailto:madd@stsurvey.com.au)

**SERVICE LOCATION DIAGRAM  
IN COMMON PROPERTY OF  
"BIRCHGROVE RESIDENTIAL COMMUNITY"  
COMMUNITY TITLES SCHEME NO. 36876**

PARISH: **KEDRON**

COUNTY: **Stanley**

LOCAL AUTHORITY: **BRISBANE C.C.**

Version: **SP201726**

Map Ref:

9343-34321

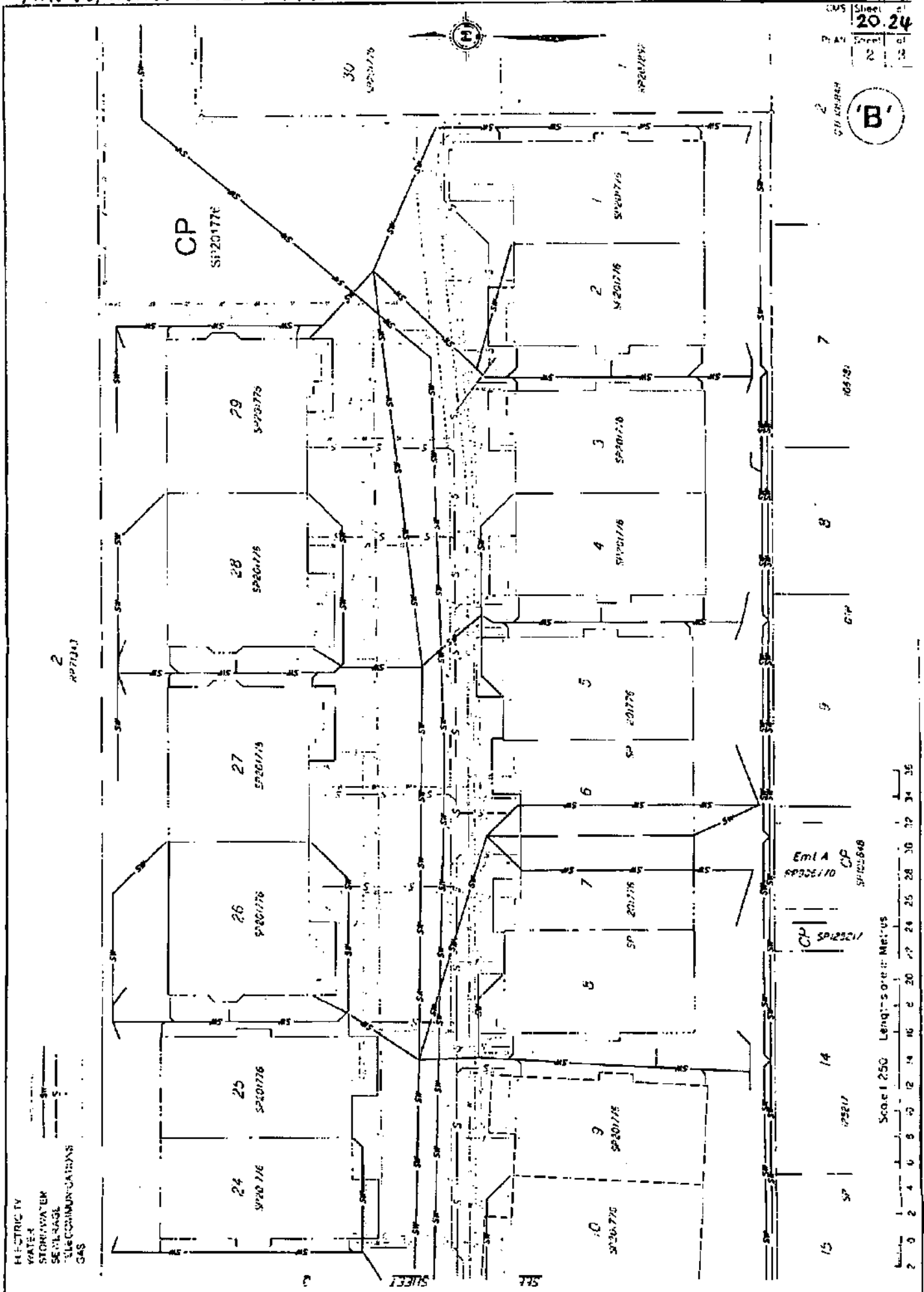
Scale:

1:750

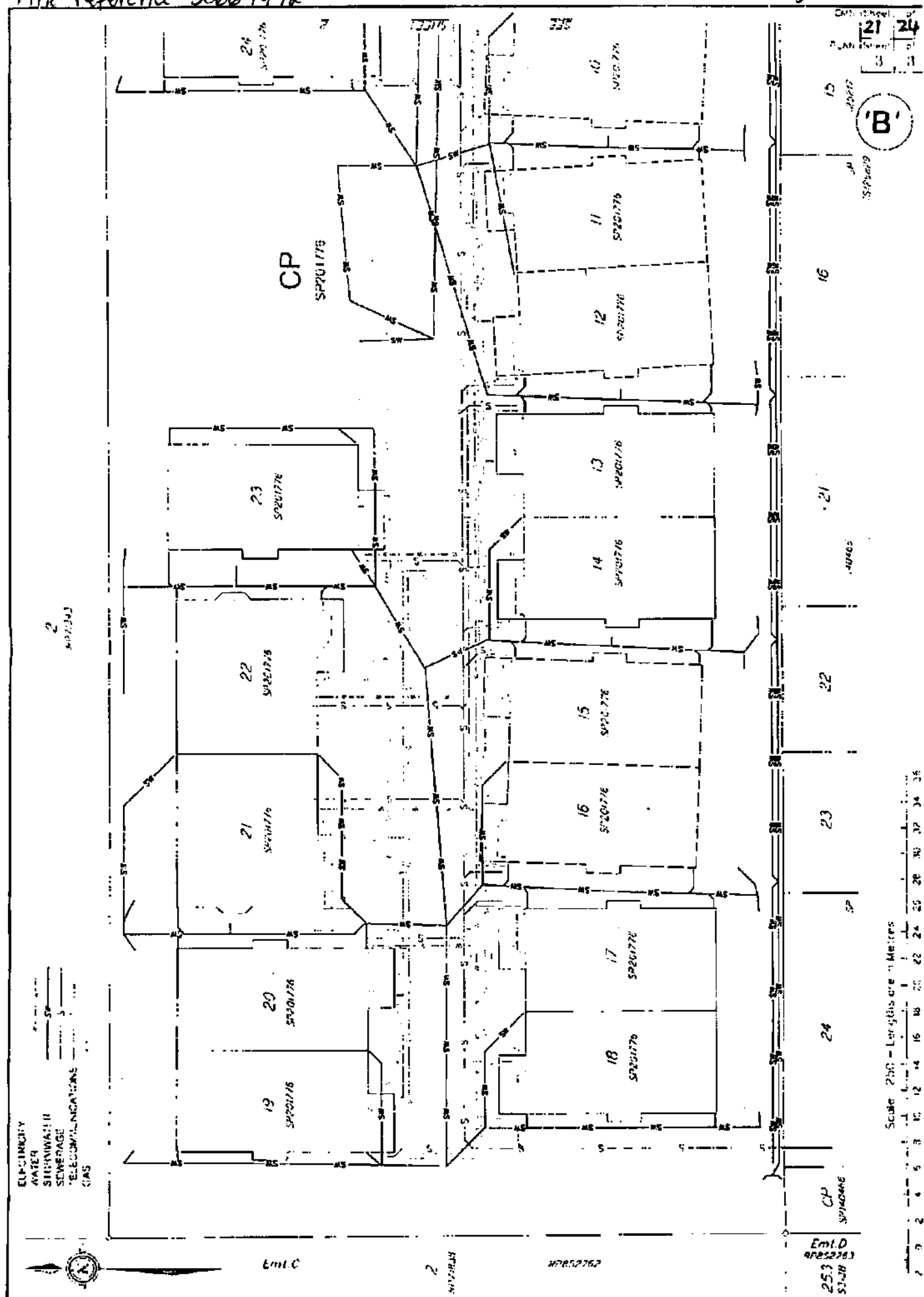
GRAPH - STANDARD

5/2/2016

|           |       |    |
|-----------|-------|----|
| AMS       | Sheet | of |
|           | 20    | 24 |
| Dr. A. L. | Sheet | of |
|           | 2     | 13 |



Title Reference 50664972



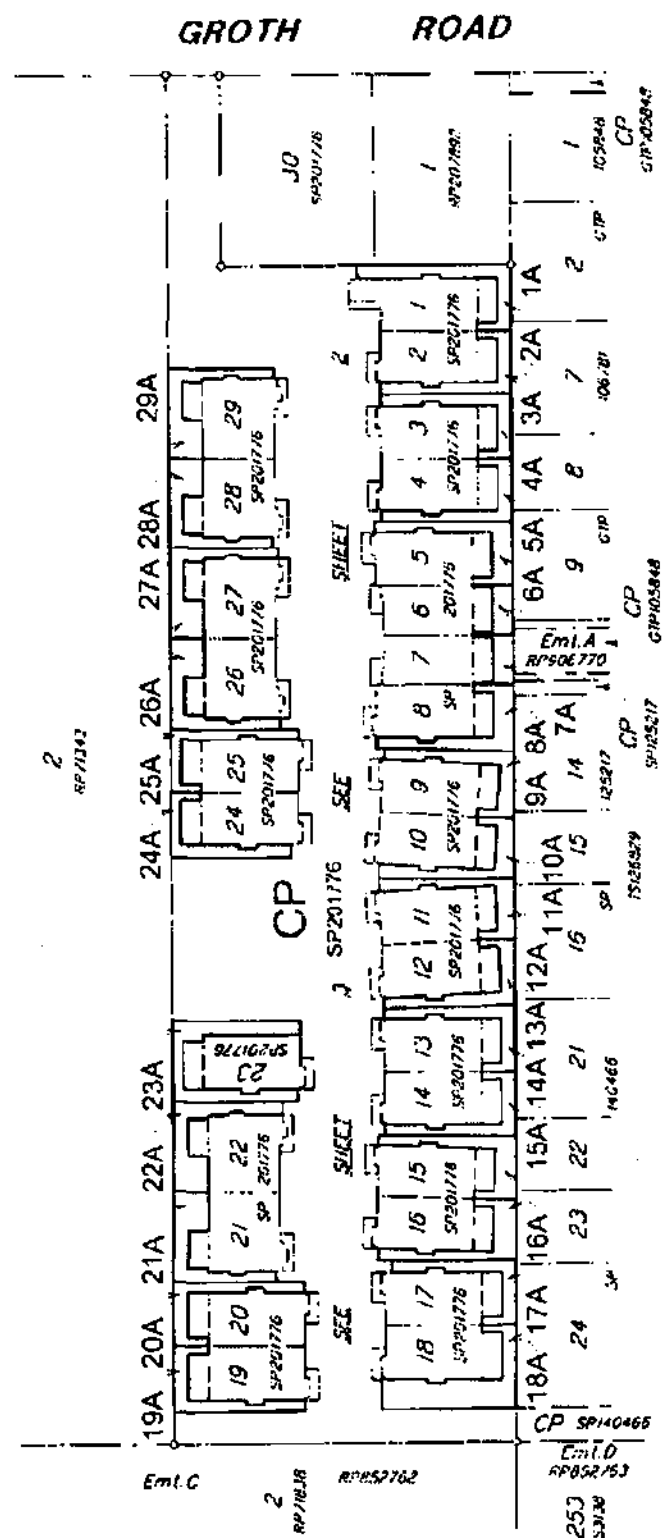
Title Reference 50664972

Page 22 of 24

|      |       |    |
|------|-------|----|
| CVS  | Sheet | of |
|      | 22    | 24 |
| P.A. | Sheet | of |
|      | 1     | 3  |

'A'

# LEVEL A



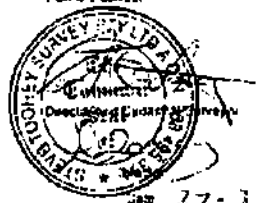
Scale 1:750 Lengths are in Metres.



Areas 1A-24A are fully covered by technical features

- Service fence
- Demarcation of EUC
- Demarcation edge of Cattle

STEVE FOXLEY SURVEY PTY LTD ACN 088 845 546  
certify that the details shown on this sketch  
are true and correct



## PLAN OF EXCLUSIVE USE OF COMMON PROPERTY IN "BIRCHGROVE RESIDENTIAL COMMUNITY" COMMUNITY TITLES SCHEME NO. 36876

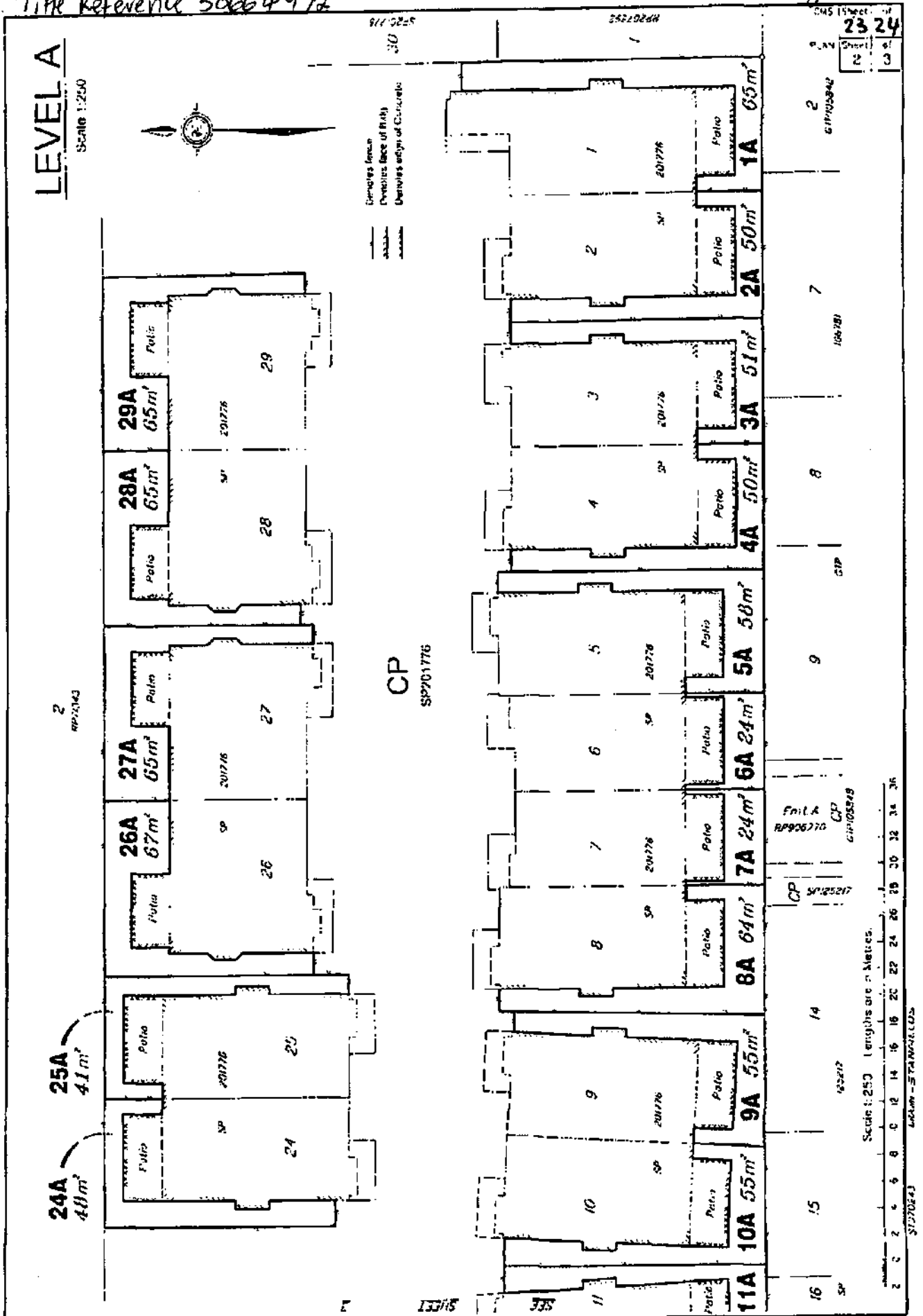
|                         |                            |                                       |
|-------------------------|----------------------------|---------------------------------------|
| PARISH: <b>KEDRON</b>   | COUNTY: <b>Stanley</b>     | LOCAL AUTHORITY: <b>BRISBANE C.C.</b> |
| Metric: <b>SP201776</b> | Map Ref: <b>9543-34321</b> | Scale: <b>1:750</b>                   |

STANLEY - STANFELDS

51070240

Title Reference 50664972

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Title Reference 50664972

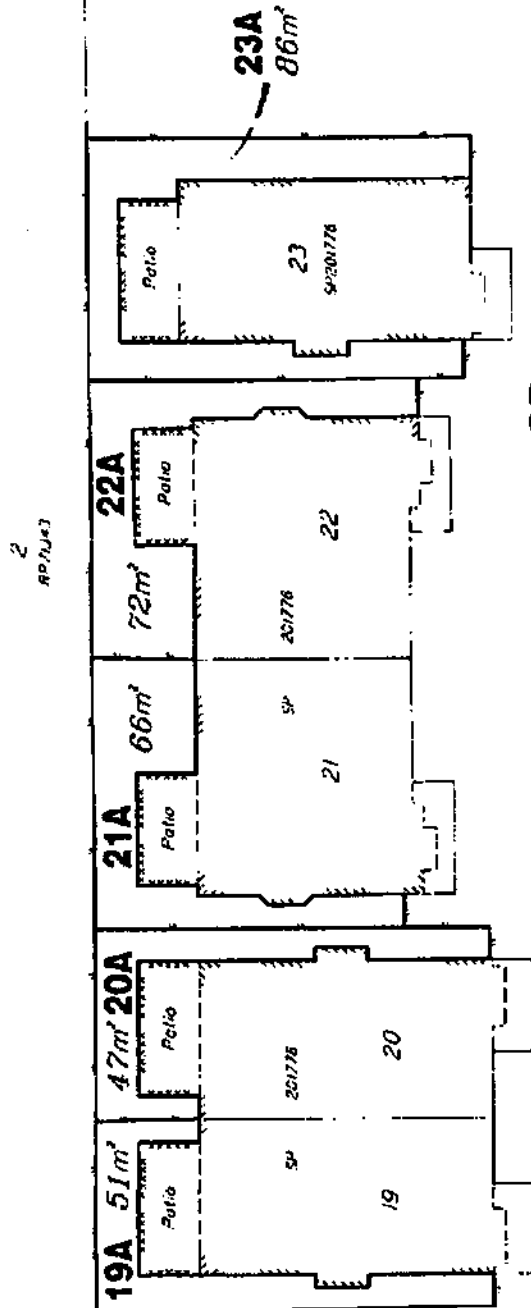
Page 24 of 24

# LEVEL A

Scale 1:250

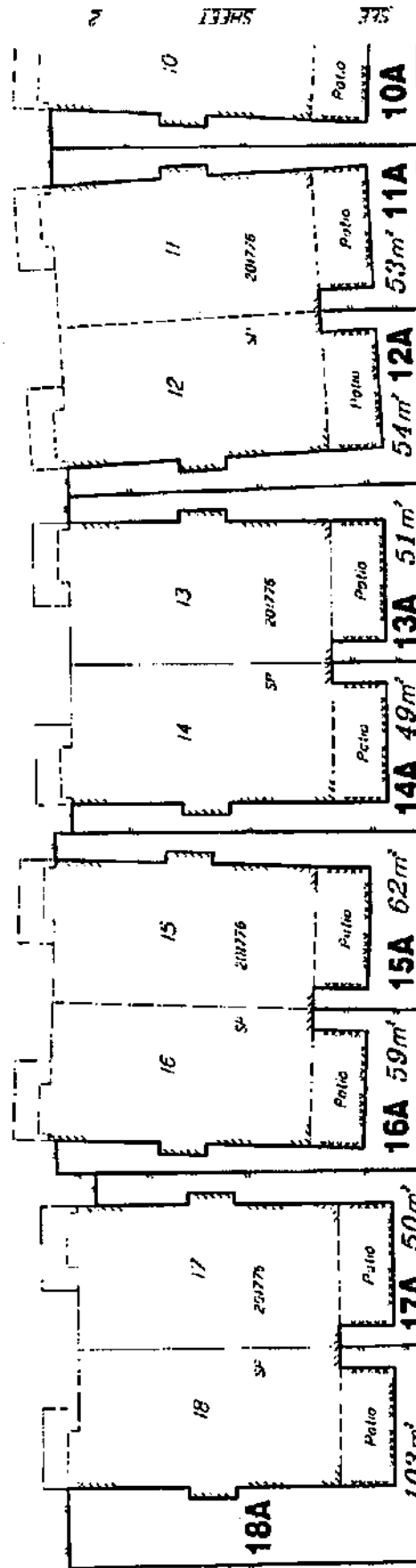


--- Denotes fence  
--- Denotes face of Wall  
--- Denotes edge of Concrete



CP

SP201776



Eml.D  
SP140465

CP

SP140465

24

23

22

21

16

15

10

9

8

7

Page 24 of 24

Scale 1:250 - Lengths are in Metres



1:250 = 0.762 METRES

1:250 = 0.762 METRES

**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 17/06/2026**

### 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

**BIRCHGROVE RESIDENTIAL COMMUNITY**

CTS No. **36876**

### 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: **Kellie Byrne**

Company: **Archers BCM (Brisbane) Pty Ltd**

Phone: **(07) 3220 9400**

Email: **brisbane@abcm.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: **25**

Plan type and number: **201776**

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?**

**No**

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

## By-laws and exclusive use areas

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

### What by-laws apply?

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

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

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

### General by-laws

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

### Exclusive use areas

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

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

**Yes**

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

**given with this certificate and listed below**

| Date of Resolution | Lot   | Description | Conditions                                          |
|--------------------|-------|-------------|-----------------------------------------------------|
| 24/05/07           | 00001 | AREA 1A     | EXCLUSIVE USE AREA MARKED 1A ON EXCLUSIVE USE PLANS |
| 24/05/07           | 00002 | AREA 2A     | EXCLUSIVE USE AREA MARKED 2A ON EXCLUSIVE USE PLANS |
| 24/05/07           | 00003 | AREA 3A     | EXCLUSIVE USE AREA MARKED 3A ON EXCLUSIVE USE PLANS |
| 24/05/07           | 00004 | AREA 4A     | EXCLUSIVE USE AREA MARKED 4A ON EXCLUSIVE USE PLANS |
| 24/05/07           | 00005 | AREA 5A     | EXCLUSIVE USE AREA MARKED 5A ON EXCLUSIVE USE PLANS |
| 24/05/07           | 00006 | AREA 6A     | EXCLUSIVE USE AREA MARKED 6A ON EXCLUSIVE USE PLANS |
| 24/05/07           | 00007 | AREA 7A     | EXCLUSIVE USE AREA MARKED 7A ON EXCLUSIVE USE       |

**given with this certificate and listed below**

| Date of Resolution | Lot   | Description                                                                  | Conditions                                                                         |
|--------------------|-------|------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
|                    |       |                                                                              | PLANS                                                                              |
| 24/05/07           | 00008 | Exclusive Use<br>Area marked 8A<br>on the attached<br>Exclusive Use<br>Plans | EU - By Laws - 31.2<br><br>EXCLUSIVE USE AREA MARKED 8A ON EXCLUSIVE USE<br>PLANS  |
| 24/05/07           | 00009 | AREA 9A                                                                      | EXCLUSIVE USE AREA MARKED 9A ON EXCLUSIVE USE<br>PLANS                             |
| 24/05/07           | 00010 | AREA MARKED<br>10A ON THE<br>EXCLUSIVE USE<br>PLANS                          | EU By-Laws 31.2 (k)<br><br>EXCLUSIVE USE AREA MARKED 10A ON EXCLUSIVE USE<br>PLANS |
| 24/05/07           | 00011 | AREA 11A                                                                     | EXCLUSIVE USE AREA MARKED 11A ON EXCLUSIVE USE<br>PLANS                            |
| 24/05/07           | 00012 | Area marked 12A<br>on the attached<br>exclusive use<br>plans                 | By- Laws - EU 31.2                                                                 |
| 24/05/07           | 00013 | AREA 13A                                                                     | EXCLUSIVE USE AREA MARKED 13A ON EXCLUSIVE USE<br>PLANS                            |
| 24/05/07           | 00014 | AREA 14A                                                                     | EXCLUSIVE USE AREA MARKED 14A ON EXCLUSIVE USE<br>PLANS                            |
| 24/05/07           | 00015 | AREA 15A                                                                     | EXCLUSIVE USE AREA MARKED 15A ON EXCLUSIVE USE<br>PLANS                            |
| 24/05/07           | 00016 | AREA 16A                                                                     | EXCLUSIVE USE AREA MARKED 16A ON EXCLUSIVE USE<br>PLANS                            |
| 24/05/07           | 00017 | AREA 17A                                                                     | EXCLUSIVE USE AREA MARKED 17A ON EXCLUSIVE USE<br>PLANS                            |
| 24/05/07           | 00018 | AREA 18A                                                                     | EXCLUSIVE USE AREA MARKED 18A ON EXCLUSIVE USE<br>PLANS                            |
| 24/05/07           | 00019 | AREA 19A                                                                     | EXCLUSIVE USE AREA MARKED 19A ON EXCLUSIVE USE<br>PLANS                            |
| 24/05/07           | 00020 | AREA 20A                                                                     | EXCLUSIVE USE AREA MARKED 20A ON EXCLUSIVE USE<br>PLANS                            |
| 24/05/07           | 00021 | AREA 21A                                                                     | EXCLUSIVE USE AREA MARKED 21A ON EXCLUSIVE USE<br>PLANS                            |
| 24/05/07           | 00022 | AREA 22A                                                                     | EXCLUSIVE USE AREA MARKED 22A ON EXCLUSIVE USE<br>PLANS                            |
| 24/05/07           | 00023 | AREA 23A                                                                     | EXCLUSIVE USE AREA MARKED 23A ON EXCLUSIVE USE<br>PLANS                            |
| 24/05/07           | 00024 | AREA 24A                                                                     | EXCLUSIVE USE AREA MARKED 24A ON EXCLUSIVE USE<br>PLANS                            |
| 24/05/07           | 25    | Area marked 25A<br>on the attached<br>exclusive use<br>plans                 | By- Laws - EU 31.2                                                                 |
| 24/05/07           | 00026 | AREA 26A                                                                     | EXCLUSIVE USE AREA MARKED 26A ON EXCLUSIVE USE<br>PLANS                            |
| 24/05/07           | 00027 | AREA 27A                                                                     | EXCLUSIVE USE AREA MARKED 27A ON EXCLUSIVE USE                                     |

**given with this certificate and listed below**

| Date of Resolution | Lot   | Description | Conditions                                           |
|--------------------|-------|-------------|------------------------------------------------------|
|                    |       |             | PLANS                                                |
| 24/05/07           | 00028 | AREA 28A    | EXCLUSIVE USE AREA MARKED 28A ON EXCLUSIVE USE PLANS |
| 24/05/07           | 00029 | AREA 29A    | EXCLUSIVE USE AREA MARKED 29A ON EXCLUSIVE USE PLANS |

## Lot entitlements and financial information

### Lot entitlements

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

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

### Contribution schedule

Contribution schedule lot entitlement for the lot: **1**

Total contribution schedule lot entitlements for all lots: **29**

### Interest schedule

Interest schedule lot entitlement for the lot: **10**

Total interest schedule lot entitlements for all lots: **296**

### 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 **25** for the current financial year: \$ **2,881.04**

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

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

Monthly penalty for overdue contributions (if applicable): **0.00** %

| Period                                             | Due date | Amount due | Amount due if discount applied | Paid       |
|----------------------------------------------------|----------|------------|--------------------------------|------------|
| 01/05/25 to 31/07/25                               | 01/05/25 | 568.05     | 568.05                         | 03/04/25   |
| 01/08/25 to 31/10/25                               | 01/08/25 | 568.05     | 568.05                         | 09/07/25   |
| 01/11/25 to 31/01/26                               | 01/11/25 | 872.47     | 872.47                         | 03/10/25   |
| 01/02/26 to 30/04/26                               | 01/02/26 | 872.47     | 872.47                         | 27/01/26   |
| 01/05/26****31/07/26                               | 01/05/26 | 720.26     | 720.26                         | 29/04/26   |
| 01/08/26****31/10/26                               | 01/08/26 | 720.26     | 720.26                         |            |
| Amount overdue                                     |          |            |                                | <b>Nil</b> |
| Amount Unpaid including amounts billed not yet due |          |            |                                | <b>Nil</b> |

### Sinking fund contributions

Total amount of contributions (before any discount) for lot **25** for the current financial year: \$ **758.62**

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

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

Monthly penalty for overdue contributions (if applicable): **0.00** %

| Period                                             | Due date | Amount due | Amount due if discount applied | Paid       |
|----------------------------------------------------|----------|------------|--------------------------------|------------|
| 01/05/25 to 31/07/25                               | 01/05/25 | 230.01     | 230.01                         | 03/04/25   |
| 01/08/25 to 31/10/25                               | 01/08/25 | 230.01     | 230.01                         | 09/07/25   |
| 01/11/25 to 31/01/26                               | 01/11/25 | 149.30     | 149.30                         | 03/10/25   |
| 01/02/26 to 30/04/26                               | 01/02/26 | 149.30     | 149.30                         | 27/01/26   |
| 01/05/26****31/07/26                               | 01/05/26 | 189.66     | 189.66                         | 29/04/26   |
| 01/08/26****31/10/26                               | 01/08/26 | 189.66     | 189.66                         |            |
| Amount overdue                                     |          |            |                                | <b>Nil</b> |
| Amount Unpaid including amounts billed not yet due |          |            |                                | <b>Nil</b> |



### Other amounts payable by the lot owner

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

No other amounts payable for the lot.

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

At the date of this certificate

|                                                                         |     |
|-------------------------------------------------------------------------|-----|
| Annual contributions                                                    | Nil |
| Special contributions                                                   | Nil |
| Other contributions                                                     | Nil |
| Other payments                                                          | Nil |
| Penalties                                                               | Nil |
| Total amount overdue (Total Amount Unpaid including not yet due \$0.00) | Nil |

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

## Common property and assets

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

The body corporate is usually responsible for maintaining common property in a good and structurally sound condition. An owner is usually responsible for maintaining common property or assets that their lot has been allocated exclusive use of, or for maintaining improvements to common property or utility infrastructure that is only for the benefit of their lot. The body corporate may have additional maintenance responsibilities, depending on the plan of subdivision the scheme is registered under. For more information, visit [www.qld.gov.au/buyingbodycorporate](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: 19/10/21

**Current sinking fund balance (as at date of certificate): \$ 110,427.31**

## 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 |
|-----------------------------|---------------------|-------------|----------------------|---------------|--------------|--------------|
| RE108 high pressure cleaner | Plant and Machinery | 27/04/12    | Arborlink            | \$0.00        | \$0.00       | \$299.00     |
| FAAC 400 CBAC Motor -       | Plant and Machinery | 12/07/16    |                      | \$0.00        | \$0.00       | \$856.50     |
| Refurbis                    |                     |             |                      |               |              |              |
| Blower Vac Electric RYOBI   | Plant and Machinery | 09/11/17    | Purchased - Bunnings | \$0.00        | \$0.00       | \$127.55     |

## 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             | QRSC21003576 | 11,151,267.00 | 16,015.18 | 31/05/27 | 2,000 Standard<br>1,000 Legal Claims |
| PUBLIC LIABILITY<br>Strata Community Insurance     | QRSC21003576 | 10,000,000.00 | Included  | 31/05/27 | 2,000 Standard<br>1,000 Legal Claims |
| OFFICE BEARERS<br>Strata Community Insurance       | QRSC21003576 | 1,000,000.00  | Included  | 31/05/27 | 2,000 Standard<br>1,000 Legal Claims |
| BUILDING CATASTROPHE<br>Strata Community Insurance | QRSC21003576 | 1,672,690.00  | Included  | 31/05/27 | 2,000 Standard<br>1,000 Legal Claims |

### Alternative insurance

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

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

**No**

### Lot owner and occupier insurance

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

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

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

## Contracts and authorisations

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

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

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

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

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

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

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

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

**Yes - Name of caretaking service contractor engaged:** King Lee Investments Pty Ltd

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

**Yes - Name of authorised letting agent:** King Lee Investments Pty Ltd

### Embedded network electricity supply

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

**No**

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

### Body corporate authority

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

**Name/s** Archers BCM (Brisbane) Pty Ltd

**Positions/s held** Body Corporate Manager

**Date** 17/06/2026

**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

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# BIRCHGROVE RESIDENTIAL COMMUNITY CTS 36876

64-66 Groth Road Boondall Qld 4034

## BALANCE SHEET

AS AT 30 APRIL 2026

|                                              | ACTUAL<br>30/04/2026        | ACTUAL<br>30/04/2025       |
|----------------------------------------------|-----------------------------|----------------------------|
| <b><u>PROPRIETORS FUND</u></b>               |                             |                            |
| Administrative Fund                          | 929.84                      | 2,795.13                   |
| Sinking Fund                                 | 104,953.20                  | 80,348.45                  |
| <b><u>TOTAL</u></b>                          | <b><u>\$ 105,883.04</u></b> | <b><u>\$ 83,143.58</u></b> |
| <b><u>THESE FUNDS ARE REPRESENTED BY</u></b> |                             |                            |
| <b><u>ASSETS</u></b>                         |                             |                            |
| Cash At Bank                                 | 80,085.19                   | 61,213.23                  |
| Investment - Macquarie 1                     | 50,000.00                   | 50,000.00                  |
| Accrued Interest                             | 26.03                       | 17.67                      |
| Sundry Debtors                               | 82.58                       | 39.22                      |
| Prepayments                                  | 2,447.73                    | 2,187.50                   |
| Second Debtors                               | 2,143.90                    | 2,143.90                   |
| <b><u>TOTAL ASSETS</u></b>                   | <b><u>134,785.43</u></b>    | <b><u>115,601.52</u></b>   |
| <b><u>LIABILITIES</u></b>                    |                             |                            |
| Provision For Income Tax                     | 0.00                        | 594.60                     |
| Creditors                                    | 0.00                        | 7,605.64                   |
| Sundry Creditors                             | 968.94                      | 565.71                     |
| Accrued Expenses                             | 2,372.15                    | 3,752.04                   |
| All Levies Rec'd In Advance                  | 25,561.30                   | 19,939.95                  |
| <b><u>TOTAL LIABILITIES</u></b>              | <b><u>28,902.39</u></b>     | <b><u>32,457.94</u></b>    |
| <b><u>NET ASSETS</u></b>                     | <b><u>\$ 105,883.04</u></b> | <b><u>\$ 83,143.58</u></b> |

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# BIRCHGROVE RESIDENTIAL COMMUNITY CTS 36876

64-66 Groth Road Boondall Qld 4034

## STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 MAY 2025 TO 30 APRIL 2026

|                                         | ACTUAL<br>01/05/25-30/04/26 | BUDGET<br>01/05/25-30/04/26 | ACTUAL<br>01/05/24-30/04/25 |
|-----------------------------------------|-----------------------------|-----------------------------|-----------------------------|
| <b><u>ADMINISTRATIVE FUND</u></b>       |                             |                             |                             |
| <b><u>INCOME</u></b>                    |                             |                             |                             |
| Levies - Administrative Fund            | 83,550.16                   | 83,550.00                   | 65,893.82                   |
| Levies - Insurance                      | 17,440.22                   | 17,440.00                   | 14,655.06                   |
| <b><u>TOTAL ADMIN. FUND INCOME</u></b>  | <b>100,990.38</b>           | <b>100,990.00</b>           | <b>80,548.88</b>            |
| <b><u>EXPENDITURE - ADMIN. FUND</u></b> |                             |                             |                             |
| <b><u>BANK CHARGES</u></b>              |                             |                             |                             |
| Transaction Fees                        | 45.95                       | 100.00                      | 39.75                       |
| <b><u>BODY CORPORATE MANAGEMENT</u></b> |                             |                             |                             |
| Audit Assistance Fee                    | 0.00                        | 300.00                      | 350.90                      |
| Disbursements                           | 5,680.38                    | 3,000.00                    | 3,554.42                    |
| Secretarial Fees - Additional           | 2,453.55                    | 750.00                      | (119.46)                    |
| Secretarial Fees                        | 6,686.63                    | 7,000.00                    | 5,714.50                    |
| Disbursements - Additional              | 1,457.20                    | 0.00                        | 691.09                      |
| <b><u>CARETAKER</u></b>                 |                             |                             |                             |
| Caretaker Fees                          | 59,761.19                   | 59,000.00                   | 57,989.45                   |
| <b><u>COMMUNITY POWER</u></b>           |                             |                             |                             |
| Electricity                             | 1,231.64                    | 600.00                      | 1,689.09                    |
| Archers Electricity Rebate              | (379.27)                    | 0.00                        | (418.44)                    |
| Qld Govt. Relief                        | 0.00                        | 0.00                        | (731.25)                    |
| <b><u>COUNCIL FEES</u></b>              |                             |                             |                             |
| Council Rates                           | 9.62                        | 0.00                        | 51.31                       |
| Water Rates - No Gst                    | 364.86                      | 800.00                      | 770.19                      |
| <b><u>FIRE CONTROL</u></b>              |                             |                             |                             |
| Fire - Safety Report                    | 545.00                      | 0.00                        | 0.00                        |
| <b><u>GENERAL EXPENSES</u></b>          |                             |                             |                             |
| Returning Officer                       | 660.00                      | 0.00                        | 99.00                       |
| Website Maintenance                     | 0.00                        | 0.00                        | 396.00                      |
| <b><u>INSURANCE</u></b>                 |                             |                             |                             |
| Insurance - Premiums                    | 13,983.85                   | 16,000.00                   | 13,511.18                   |
| Insurance - Stamp Duty                  | 1,031.92                    | 1,440.00                    | 1,010.38                    |
| <b><u>PEST CONTROL</u></b>              |                             |                             |                             |
| Pest Control                            | 825.00                      | 500.00                      | 520.00                      |

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64-66 Groth Road Boondall Qld 4034

## STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 MAY 2025 TO 30 APRIL 2026

|                                           | ACTUAL               | BUDGET             | ACTUAL                |
|-------------------------------------------|----------------------|--------------------|-----------------------|
|                                           | 01/05/25-30/04/26    | 01/05/25-30/04/26  | 01/05/24-30/04/25     |
| <b><u>PROFESSIONAL FEES</u></b>           |                      |                    |                       |
| Audit Fees                                | 0.00                 | 900.00             | 1,012.00              |
| Consultancy Fees                          | 880.00               | 0.00               | 0.00                  |
| Legal Fees                                | 0.00                 | 0.00               | 1,693.45              |
| Prep Of Income Tax Return                 | 264.00               | 250.00             | 242.00                |
| Work Place Health & Safety                | 0.00                 | 650.00             | 0.00                  |
| <b><u>REPAIRS &amp; MAINTENANCE</u></b>   |                      |                    |                       |
| R & M - Building                          | 4,720.17             | 6,000.00           | 1,403.69              |
| R & M - Gardens & Grounds                 | 405.99               | 500.00             | 218.82                |
| R & M - Electrical                        | 2,469.82             | 700.00             | 698.65                |
| R & M - Plumbing                          | 0.00                 | 500.00             | 275.00                |
| R & M - Security System                   | 198.00               | 500.00             | 275.00                |
| R & M - Gates                             | 0.00                 | 1,000.00           | 0.00                  |
| <b><u>TELEPHONE</u></b>                   |                      |                    |                       |
| Telephone                                 | (439.83)             | 500.00             | 778.38                |
| <b><u>TOTAL ADMIN. EXPENDITURE</u></b>    | <b>102,855.67</b>    | <b>100,990.00</b>  | <b>91,715.10</b>      |
| <b><u>SURPLUS / DEFICIT</u></b>           | <b>\$ (1,865.29)</b> | <b>\$ 0.00</b>     | <b>\$ (11,166.22)</b> |
| Opening Admin Balance                     | 2,795.13             | 2,795.13           | 13,961.35             |
| <b><u>ADMINISTRATIVE FUND BALANCE</u></b> | <b>\$ 929.84</b>     | <b>\$ 2,795.13</b> | <b>\$ 2,795.13</b>    |

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64-66 Groth Road Boondall Qld 4034

## STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 MAY 2025 TO 30 APRIL 2026

|                                            | ACTUAL               | BUDGET              | ACTUAL              |
|--------------------------------------------|----------------------|---------------------|---------------------|
|                                            | 01/05/25-30/04/26    | 01/05/25-30/04/26   | 01/05/24-30/04/25   |
| <b><u>SINKING FUND</u></b>                 |                      |                     |                     |
| <b><u>INCOME</u></b>                       |                      |                     |                     |
| Levies - Sinking Fund                      | 21,999.98            | 22,000.00           | 26,681.16           |
| Interest Income                            | 2,001.81             | 337.00              | 2,450.77            |
| Interest Receivable                        | 8.36                 | 0.00                | (333.95)            |
| <b><u>TOTAL SINKING FUND INCOME</u></b>    | <b>24,010.15</b>     | <b>22,337.00</b>    | <b>28,797.98</b>    |
| <b><u>EXPENDITURE - SINKING FUND</u></b>   |                      |                     |                     |
| Building Repairs                           | 0.00                 | 10,000.00           | 9,289.70            |
| Consultancy - Professional                 | 0.00                 | 0.00                | 3,740.00            |
| Electrical                                 | 0.00                 | 0.00                | 4,340.00            |
| Income Tax                                 | (594.60)             | 101.00              | 498.90              |
| Security Cameras                           | 0.00                 | 0.00                | 2,475.00            |
| <b><u>TOTAL SINK. FUND EXPENDITURE</u></b> | <b>(594.60)</b>      | <b>10,101.00</b>    | <b>20,343.60</b>    |
| <b><u>SURPLUS / DEFICIT</u></b>            | <b>\$ 24,604.75</b>  | <b>\$ 12,236.00</b> | <b>\$ 8,454.38</b>  |
| Opening Sinking Fund Balance               | 80,348.45            | 80,348.45           | 71,894.07           |
| <b><u>SINKING FUND BALANCE</u></b>         | <b>\$ 104,953.20</b> | <b>\$ 92,584.45</b> | <b>\$ 80,348.45</b> |

|            |         |
|------------|---------|
| SCHEDULE C | BY-LAWS |
|------------|---------|

## PART A – PRELIMINARY

### 1 Structure

1.1 These by-laws are set out in the following structure:

- (a) Part A – Preliminary
- (b) Part B – Interferences
- (c) Part C – Works
- (d) Part D – Regulation of use
- (e) Part E - Council and development restrictions
- (f) Part F – Exclusive use

### 2 Definitions and interpretation

2.1 The terms set out in these by-laws mean:

- (a) **'Act'** means the *Body Corporate Community Management Act 1997*(Qld).
- (b) **'Body Corporate'** means the Body Corporate established upon the registration of the Scheme.
- (c) **'Caretaking Service Contractor'** means a service contractor for the Scheme who is also a letting agent for the Scheme.
- (d) **'Christmas Period'** means the period between (and including) the days of 1 December and 7 January each year.
- (e) **'Common Property'** means Scheme Land that is not included in a Lot.
- (f) **'Improvement'** means the erection of a building, a structural change or a non-structural change of any kind or the carrying out of any works.
- (g) **'Lot'** means a lot in the Scheme.
- (h) **'Occupier'** means any person that occupies a Lot.
- (i) **'Owner'** means an owner of a Lot.
- (j) **'Regulation Module'** means the regulation module of the Act that applies to the Scheme as identified in Item 2 of this community management statement.
- (k) **'Scheme'** means Birchgrove Residential Community CTS 36876.
- (l) **'Scheme Land'** means any land within the Scheme, including any Lot or the Common Property.
- (m) **'Social Function'** means a gathering of number of people that causes other Owners or Occupiers to be excluded from the use and enjoyment of part or all of the Common Property.
- (n) **'Smoke'** means to hold or otherwise have control over an ignited smoking product.
- (o) **'Vehicle'** includes but is not limited to all types of automobiles, motor cycles, scooters, trucks, bicycles, boats, trailers, caravans, camper vans, mobile homes, golf buggies, Segways, skateboards, rollerblades or any other equivalent means of transportation.
- (p) **'Visitor'** means a person who is invited in any capacity onto Scheme Land by an Owner, Occupier or a Visitor.

2.2 In the interpretation of these by-laws, terms used in these by-laws may be interpreted by reference to how those terms are defined in the Act and Regulation Module.

2.3 If there is an inconsistency between a by-law and the Act or Regulation Module, the Act or Regulation Module prevails to the extent of the inconsistency.

2.4 The singular includes the plural and vice versa.

2.5 Words importing a gender include other genders.

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**3 Applicability of these by-laws**

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- 3.1 An Owner whose Lot is subject to a lease, licence or tenancy agreement must take reasonable steps to ensure that any lessee, licensee, tenant or other Occupier and their Visitors comply with and observe these by-laws.
- 3.2 Occupiers must:
- (a) comply with these by-laws to the extent they apply to an Owner; and
  - (b) ensure that the by-laws are complied with by their Visitors to the extent they apply to an Occupier.

---

**4 Tenancies**

---

- 4.1 If an Owner lets their Lot for a term of three months or more, the Owner must, as soon as practicable, give the Body Corporate notice of:
- (a) the name of the tenant and all Occupiers;
  - (b) the service address of the tenant;
  - (c) the term of the tenancy;
  - (d) the name and service address of the Owner's letting agent for the tenancy; and
  - (e) any other information the Body Corporate may reasonably require.

---

**5 Application and approval process**

---

- 5.1 This by-law applies where an Owner or Occupier makes an application to the Body Corporate or otherwise seeks to obtain the Body Corporate's consent.
- 5.2 When deciding whether to approve any application made by an Owner or Occupier (the Applicant) under these by-laws, the Body Corporate may:
- (a) take into account previous approvals under these by-laws provided to the Applicant and the Applicant's compliance with any conditions of previous approvals;
  - (b) request the Applicant to provide all information reasonably required to make a decision, where the Body Corporate may make as many requests as reasonably necessary;
  - (c) grant its approval on reasonable and relevant conditions; or
  - (d) refuse any application if it is reasonable to do so.
- 5.3 An Owner or Occupier of a Lot granted approval under these by-laws must comply with any conditions of that approval, failing which, the Body Corporate may withdraw that approval after the Applicant has been provided with a reasonable opportunity to remedy any non-compliance.
- 5.4 Any approval under these by-laws by the Body Corporate is invalid and read down or severed to the extent it is inconsistent with the Act or Regulation Module.

**PART B - INTERFERENCES**

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**6 Noise and nuisances**

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- 6.1 An Owner or Occupier must not use, or permit the use of, a Lot or the Common Property in a way that:
- (a) causes a nuisance or hazard;
  - (b) interferes unreasonably with the use or enjoyment of another Lot; or
  - (c) interferes unreasonably with the use or enjoyment of the Common Property by a person who is lawfully on the Common Property.

---

**7 Obstruction**

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- 7.1 An Owner or Occupier must not, without the written approval of the Body Corporate:
- (a) obstruct, or permit the obstruction of, the lawful use of the Common Property or another Lot by someone else; or
  - (b) use as storage, or place items on, the Common Property.

---

**8 Smoking**

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- 8.1 An Owner or Occupier must not Smoke, or permit any Visitors to Smoke:
- (a) in a completely or substantially enclosed area on the Common Property;
  - (b) on the Common Property such that it unreasonably interferes with the use or enjoyment of another person in a Lot or the Common Property; or
  - (c) in their Lot such that it unreasonably interferes with the use or enjoyment of another person in a Lot or the Common Property.

---

**9 Auctions**

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- 9.1 An Owner must not permit any auction to take place on their Lot or the Common Property without the written approval of the Body Corporate.

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**10 Garage sales**

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- 10.1 An Owner must not permit any garage sale to take place on their Lot or the Common Property without the written approval of the Body Corporate.

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**11 Parking**

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- 11.1 An Owner or Occupier must not, without the written approval of the Body Corporate:
- (a) park a Vehicle or allow a Vehicle to stand, on any part of the Common Property (other than in an exclusive use area); or
  - (b) permit a Visitor to park a Vehicle or allow a Vehicle to stand, on the Common Property (other than a designated visitor car parking bay).

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**12 Vehicles**

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- 12.1 Vehicles must be operated in accordance with all public road rules and must not be driven at a speed that creates a danger to property or persons.

---

**13 Communications**

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- 13.1 Owners and Occupiers must only communicate and interact with the Body Corporate and other Owners and Occupiers in a reasonable manner and not in any way which may (including, but not limited to) be:
- (a) an annoyance;
  - (b) a nuisance;
  - (c) threatening or intimidating;
  - (d) defamatory; or
  - (e) anti-social.

**PART C - WORKS**

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**14 Damage**

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- 14.1 An Owner or Occupier must not damage, deface or alter any part of the Common Property without the written approval of the Body Corporate.

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**15 Common Property Improvements**

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- 15.1 An Owner or Occupier must not make any Improvement to the Common Property without the written approval of the Body Corporate.

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**16 Boundary Improvements**

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- 16.1 An Owner or Occupier must not, without the written approval of the Body Corporate, make any Improvements to:

- (a) railings, parapets and balustrades on (whether precisely, or for all practical purposes) the boundary of a lot and common property or the boundary of a lot and another lot;
- (b) doors, fences, windows and associated fittings situated in a boundary wall separating a lot from common property or the boundary of a lot and another lot; or
- (c) roofing membranes that are not common property but that provide protection for lots or common property.

## **17 Structural Improvements**

---

- 17.1 An Owner or Occupier must not, without the written approval of the Body Corporate, make any structural alterations to:
- (a) foundation structures;
  - (b) roofing structures providing protection; or
  - (c) essential supporting framework, including but not limited to load-bearing walls.

## **18 Lot Improvements**

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- 18.1 An Owner or Occupier must not make any Improvement (other than minor cosmetic work that does not in any way affect, alter or otherwise impact the Common Property or another Lot) to their Lot without the written approval of the Body Corporate.
- 18.2 In applying for the Body Corporate's approval under this by-law, in addition to any other requirements under these by-laws, the Act or the Regulation Module:
- (a) the Owner or Occupier must provide the Body Corporate in writing with the following information at least two weeks prior to the Improvement taking place or otherwise as soon as practicable:
    - (i) approximate scope and duration of the proposed Improvement;
    - (ii) any expected noise or disturbance that may unreasonably interfere with any lawful use of a Lot or the Common Property;
    - (iii) details of any contractors (including removalists) engaged to perform any works related to the Improvement; and
    - (iv) any other information reasonably necessary to mitigate any potential risk or nuisance.
  - (b) the Owner or Occupier must notify the Body Corporate, as soon as practicable, of any material changes to the intended scope, duration or method of performance of the proposed works related to the Improvement or any other information previously provided to the Body Corporate.

## **19 External appearance of a lot**

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- 19.1 The Owner or Occupier of a lot must not (other than installing reasonable temporary Christmas themed decorations during the Christmas Period) do anything which changes the external appearance of the Lot (including without limitation, an improvement or the placement of an item), if it will result in a change of the appearance of the Lot being visible from another Lot or the Common Property, or from outside the Scheme Land, without the Body Corporate's written approval.

# **PART D – REGULATION OF USE**

## **20 Pets**

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- 20.1 Unless a person who has the right to be accompanied by an assistance animal under any statute, an Owner or Occupier must not, without the Body Corporate's written approval:
- (a) bring or keep an animal on the Lot or the Common Property; or
  - (b) permit a Visitor to bring or keep an animal on the Lot or Common Property.
- 20.2 When keeping a pet in the Scheme, in addition to any other requirements under these by-laws, an approval by the Committee, the Act or the Regulation Module the Owner or Occupier must:
- (a) ensure that when passing through common property the animal will be suitably restrained or carried;
  - (b) register the animal with the local council;

- (c) ensure that the animal is kept within the Lot and not allowed to roam, dig, soil or otherwise damage Common Property or another Lot;
- (d) dispose of any animal waste left on the Common Property immediately in a suitable garbage receptacle; and
- (e) ensure the animal carries a name tag identifying the animal and its Owners.

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**21 Alienation**

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21.1 An Owner or Occupier must not, without the written approval of the Body Corporate:

- (a) use, take, or in any other way appropriate any part of the Common Property for their sole or exclusive use unless authorised by another by-law; or
- (b) alienate in any way any part of the common property; or
- (c) interfere with the lawful use and enjoyment of Common Property by other Owners or Occupiers.

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**22 Common Property Garbage**

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22.1 An Owner or Occupier must not leave garbage or other materials on the Common Property except in a designated garbage receptacle.

22.2 An Owner or Occupier must:

- (a) comply with any local authority by-laws or local laws about the disposal of garbage that apply to the Scheme;
- (b) remove all rubbish from their Lot at least weekly;
- (c) keep their Lot free of pests and vermin;
- (d) not, in disposing of garbage, adversely affect the health, hygiene or comfort of other Owners or Occupiers;
- (e) not leave bulky items or furniture (including white goods) in the designated garbage receptacles, but must dispose of these items in a suitable place outside the Scheme land;
- (f) not cause damage to the garbage receptacles;
- (g) not overfill the garbage receptacles; and
- (h) not allow rubbish to become stuck to the garbage receptacles or liquids to run in the garbage receptacles.

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**23 Dangerous substances**

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23.1 An Owner or Occupier must not, without the Body Corporate's written approval, store a flammable or dangerous substance on a Lot unless the substance is:

- (a) used or intended to be used for domestic purposes; or
- (b) fuel stored within a fuel tank of a vehicle, boat, or internal combustion engine in which the fuel is stored under the requirements of any law regulating the storage of flammable materials.

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**24 Removals**

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24.1 An Owner or Occupier shall not move any furniture into or out of a lot without:

- (a) approval being given by the Body Corporate if the furniture is large, bulky or requires temporary exclusive use of any part of the common property (i.e. using a lift); and
- (b) taking adequate measures to minimise damage to the Common Property and any other Lot in the Scheme.

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**25 No interference**

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25.1 An Owner or Occupier must not, without the written approval of the Body Corporate:

- (a) interfere with, hinder, harass or otherwise obstruct contractors or employees engaged by the Body Corporate; or
- (b) give instructions to contractors or employees on the Scheme Land engaged by the Body Corporate.

## **26 Interference with support, shelter, utility infrastructure**

- 26.1 An Owner or Occupier must not, without the written approval of the Body Corporate, interfere or permit interference with:
- (a) support or shelter provided for a Lot or the Common Property;
  - (b) utility infrastructure or utility services; or
  - (c) body corporate assets.

## **27 Health and safety**

- 27.1 Owners and Occupiers must give notice as soon as reasonably practicable to the Body Corporate after becoming aware of any:
- (a) infectious disease which is present at the Scheme requiring notification by statute or ordinance;
  - (b) accident or incident causing personal injury or any property or other damage which occurs on Scheme Land; or
  - (c) other event that may affect the insurance of the Body Corporate, health or safety of owners or occupiers or may otherwise create liability for the Body Corporate.

## **28 Social functions**

- 28.1 An Owner or Occupier must not use an area of the Common Property for the purposes of a Social Function without the written approval of the Body Corporate.

## **29 Use of lots**

- 29.1 Without the approval of the Body Corporate, an Owner or Occupier may not use their Lot for anything other than:
- (a) residential purposes; or
  - (b) a home office that does not compete with the Caretaking Service Contractor; or
  - (c) if the Owner or Occupier is a Caretaking Service Contractor, for:
    - (i) the purposes of management of the Scheme;
    - (ii) the letting or sales of Lots in the Scheme on behalf of the Owners and the rendering of such other services to Owners and Occupiers; and
    - (iii) the letting and sales of Lots outside the Scheme and the rendering of such other services.
- 29.2 An Owner or Occupier of a lot shall not use, or permit the use of, their Lot for any purpose which may be illegal, immoral or bring the Scheme into disrepute.

## **30 Letterbox**

- 30.1 An Owner or Occupier of a Lot must not interfere with the letterbox designated for another Lot or the Body Corporate.

# **PART E – COUNCIL AND DEVELOPMENT RESTRICTIONS**

## **31 Balconies and Terraces**

- 31.1 All balconies and terraces on scheme land as shown on the approved drawings and documents approved by the Brisbane City Council are to remain unenclosed with no shutters, glazing, louvres or similar permanent structures other than those consistent with the relevant "Brisbane City Plan 2000 – Residential Code" and clearly depicted on the approved drawings.

**PART F – EXCLUSIVE USE****32 Exclusive Use**

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**31.1 Access**

- (a) Notwithstanding the allocation by the Body Corporate of any exclusive use area or the granting of any rights whatsoever with respect to common property, all owners shall ensure that where necessary access will be provided to the appropriate authorities for the reading, repair and maintenance of gas and or water metres and ancillary equipment which may be located on or in that common property. If the areas are gated or enclosed keys and or access will be provided as and when required.

**31.2 Exclusive Use Areas**

The body corporate shall execute all documents as may be required to register any exclusive use areas with the Department of Natural Resources and also to make authorised allocations in respect of common property.

- (b) The proprietors for the time being of Lot 1 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 1A, the proprietors for the time being of Lot 1 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason the proprietors of Lot 1 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 1. The proprietor of Lot 1 shall attend to payment of same without delay.

- (c) The proprietors for the time being of Lot 2 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 2A, the proprietors for the time being of Lot 2 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason the proprietors of Lot 2 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 2. The proprietor of Lot 2 shall attend to payment of same without delay.

- (d) The proprietors for the time being of Lot 3 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 3A, the proprietors for the time being of Lot 3 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason, the proprietors of Lot 3 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 3. The proprietor of Lot 3 shall attend to payment of same without delay.

- (e) The proprietors for the time being of Lot 4 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 4A, the proprietors for the time being of Lot 4 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason, the proprietors of Lot 4 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 4. The proprietor of Lot 4 shall attend to payment of same without delay.

- (f) The proprietors for the time being of Lot 5 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 5A, the proprietors for the time being of Lot 5 being responsible to keep that area in a clean and tidy

condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason, the proprietors of Lot 5 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 5. The proprietor of Lot 5 shall attend to payment of same without delay.

- (g) The proprietors for the time being of Lot 6 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 6A, the proprietors for the time being of Lot 6 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason, the proprietors of Lot 6 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 6. The proprietor of Lot 6 shall attend to payment of same without delay.

- (h) The proprietors for the time being of Lot 7 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 7A, the proprietors for the time being of Lot 7 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason, the proprietors of Lot 7 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 7. The proprietor of Lot 7 shall attend to payment of same without delay.

- (i) The proprietors for the time being of Lot 8 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 8A, the proprietors for the time being of Lot 8 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason, the proprietors of Lot 8 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 8. The proprietor of Lot 8 shall attend to payment of same without delay.

- (j) The proprietors for the time being of Lot 9 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 9A, the proprietors for the time being of Lot 9 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason, the proprietors of Lot 9 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 9. The proprietor of Lot 9 shall attend to payment of same without delay.

- (k) The proprietors for the time being of Lot 10 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 10A, the proprietors for the time being of Lot 10 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason, the proprietors of Lot 10 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 10. The proprietor of Lot 10 shall attend to payment of same without delay.

- (l) The proprietors for the time being of Lot 11 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 11A, the proprietors for the time being of Lot 11 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason, the proprietors of Lot 11 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 11. The proprietor of Lot 11 shall attend to payment of same without delay.

- (m) The proprietors for the time being of Lot 12 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 12A, the proprietors for the time being of Lot 12 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason, the proprietors of Lot 12 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 12. The proprietor of Lot 12 shall attend to payment of same without delay.

- (n) The proprietors for the time being of Lot 13 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 13A, the proprietors for the time being of Lot 13 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason, the proprietors of Lot 13 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 13. The proprietor of Lot 13 shall attend to payment of same without delay.

- (o) The proprietors for the time being of Lot 14 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 14A, the proprietors for the time being of Lot 14 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason, the proprietors of Lot 14 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 14. The proprietor of Lot 14 shall attend to payment of same without delay.

- (p) The proprietors for the time being of Lot 15 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 15A, the proprietors for the time being of Lot 15 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason, the proprietors of Lot 15 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 15. The proprietor of Lot 15 shall attend to payment of same without delay.

- (q) The proprietors for the time being of Lot 16 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 16A, the proprietors for the time being of Lot 16 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason, the proprietors of Lot 16 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping

and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 16. The proprietor of Lot 16 shall attend to payment of same without delay.

- (r) The proprietors for the time being of Lot 17 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 17A, the proprietors for the time being of Lot 17 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason, the proprietors of Lot 17 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 17. The proprietor of Lot 17 shall attend to payment of same without delay.

- (s) The proprietors for the time being of Lot 18 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 18A, the proprietors for the time being of Lot 18 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason, the proprietors of Lot 18 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 18. The proprietor of Lot 18 shall attend to payment of same without delay.

- (t) The proprietors for the time being of Lot 19 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 19A, the proprietors for the time being of Lot 19 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason, the proprietors of Lot 19 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 19. The proprietor of Lot 19 shall attend to payment of same without delay.

- (u) The proprietors for the time being of Lot 20 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 20A, the proprietors for the time being of Lot 20 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason, the proprietors of Lot 20 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 20. The proprietor of Lot 20 shall attend to payment of same without delay.

- (v) The proprietors for the time being of Lot 21 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 21A, the proprietors for the time being of Lot 21 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason, the proprietors of Lot 21 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 21. The proprietor of Lot 21 shall attend to payment of same without delay.

- (w) The proprietors for the time being of Lot 22 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 22A, the proprietors for the time being of Lot 22 being responsible to keep that area in a clean and

tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason, the proprietors of Lot 22 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 22. The proprietor of Lot 22 shall attend to payment of same without delay.

- (x) The proprietors for the time being of Lot 23 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 23A, the proprietors for the time being of Lot 23 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason, the proprietors of Lot 23 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 23. The proprietor of Lot 23 shall attend to payment of same without delay.

- (y) The proprietors for the time being of Lot 24 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 24A, the proprietors for the time being of Lot 24 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason, the proprietors of Lot 24 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 24. The proprietor of Lot 24 shall attend to payment of same without delay.

- (z) The proprietors for the time being of Lot 25 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 25A, the proprietors for the time being of Lot 25 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason, the proprietors of Lot 25 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 25. The proprietor of Lot 25 shall attend to payment of same without delay.

- (aa) The proprietors for the time being of Lot 26 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 26A, the proprietors for the time being of Lot 26 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason, the proprietors of Lot 26 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 26. The proprietor of Lot 26 shall attend to payment of same without delay.

- (bb) The proprietors for the time being of Lot 27 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 27A, the proprietors for the time being of Lot 27 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason, the proprietors of Lot 27 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 27. The proprietor of Lot 27 shall attend to payment of same without delay.

- (cc) The proprietors for the time being of Lot 28 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 28A, the proprietors for the time being of Lot 28 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason, the proprietors of Lot 28 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 28. The proprietor of Lot 28 shall attend to payment of same without delay.

- (dd) The proprietors for the time being of Lot 29 shall be entitled to the exclusive use and enjoyment of that part of the common property allocated in Schedule E and identified on the sketch plan annexed hereto and marked 29A, the proprietors for the time being of Lot 29 being responsible to keep that area in a clean and tidy condition and shall be responsible for the maintenance, cleaning, mowing, tidying and if necessary, replanting of all lawns and all other landscaping and other improvements located within that area.

If, for any reason, the proprietors of Lot 29 do not keep that area in a clean and tidy condition and attend to maintenance, cleaning, mowing, tidying and if necessary replanting of all lawns and all other landscaping and other improvements located in that area, then in that event the body corporate shall attend to same as required and demand payment of any invoice relating to works or services carried out from the proprietor of Lot 29. The proprietor of Lot 29 shall attend to payment of same without delay.

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

A Services Location Diagram is attached entitled "Services Location Diagram"

| <b>Lots on Plan or CP</b> | <b>Statutory Easement</b>                                                                                              | <b>Service Location Diagram</b> |
|---------------------------|------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| Lot 1 on SP 201776        | Gas Line, Sewer Line, Stormwater, Electricity (Overhead & Underground), Telephone, Water, Projections, Shelter Support | Page 19-21                      |
| Lot 2 on SP 201776        | Gas Line, Sewer Line, Stormwater, Electricity (Overhead & Underground), Telephone, Water, Projections, Shelter Support | Page 19-21                      |
| Lot 3 on SP 201776        | Gas Line, Sewer Line, Stormwater, Electricity (Overhead & Underground), Telephone, Water, Projections, Shelter Support | Page 19-21                      |
| Lot 4 on SP 201776        | Gas Line, Sewer Line, Stormwater, Electricity (Overhead & Underground), Telephone, Water, Projections, Shelter Support | Page 19-21                      |
| Lot 5 on SP 201776        | Gas Line, Sewer Line, Stormwater, Electricity (Overhead & Underground), Telephone, Water, Projections, Shelter Support | Page 19-21                      |
| Lot 6 on SP 201776        | Gas Line, Sewer Line, Stormwater, Electricity (Overhead & Underground), Telephone, Water, Projections, Shelter Support | Page 19-21                      |
| Lot 7 on SP 201776        | Gas Line, Sewer Line, Stormwater, Electricity (Overhead & Underground), Telephone, Water, Projections, Shelter Support | Page 19-21                      |
| Lot 8 on SP 201776        | Gas Line, Sewer Line, Stormwater, Electricity (Overhead & Underground),                                                | Page 19-21                      |