

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

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

Unit 40/ 24-26 Lipscombe Road, Deception Bay QLD 4508

Lot on plan
description

LOT 40 SURVEY PLAN 170901

Community titles scheme or
BUGTA scheme:

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

Yes ☒

No ☐

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

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

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

Title details

The seller gives or has given the buyer the following

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

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

Registered encumbrances

Registered encumbrances, if any, are recorded on the title search, and may affect your use of the property. Examples include easements, statutory covenants, leases and mortgages.

You should seek legal advice about your rights and obligations before signing the contract.

Unregistered encumbrances(excluding statutory encumbrances)	There are encumbrances not registered on the title that will continue ☐ Yes ☒ No to affect the property after settlement. NoteIf the property is part of a community titles scheme or a BUGTA scheme it may be subject to and have the benefit of statutory easements that are NOT required to be disclosed. Unregistered lease (if applicable) If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows: the start and end day of the term of the lease: the amount of rent and bond payable: whether the lease has an option to renew: Other unregistered agreement in writing (if applicable) If the unregistered encumbrance is created by an agreement in writing, and is not an unregistered lease, a copy of the agreement is ☐ Yes given, together with relevant plans, if any. Other unregistered agreement in writing (if applicable) Unregistered oral agreement (if applicable) If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows:
Statutory encumbrances	There are statutory encumbrances that affect the property. ☒ Yes ☐ No If Yes, the details of any statutory encumbrances are as follows: All statutory rights relating to water supply, sewerage, drainage, electricity, internet, telephone, and other services passing through or over the property, whether protected by registered or statutory easements, including but not limited to any infrastructure or public authority rights identified in this Form 2, including Annexures.
Residential tenancy or rooming accommodation agreement	The property has been subject to a residential tenancy agreement or a rooming accommodation agreement under the Residential Tenancies and Rooming Accommodation Act 2008 during the last 12 months. Yes ☒ No If Yes, when was the rent for the premises or each of the residents rooms last increased? (Insert date of the most recent rent increase for the premises or rooms) NoteUnder the Residential Tenancies and Rooming Accommodation Act 2008 the rent for a residential premises may not be increased earlier than 12 months after the last rent increase for the premises. As the owner of the property, you may need to provide evidence of the day of the last rent increase. You should ask the seller to provide this evidence to you prior to settlement.

Part 3 Land use, planning and environment

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

Zoning	The zoning of the property is (Insert zoning under the planning scheme, the Economic Development Act 2012; the Integrated Resort Development Act 1987; the Mixed Use Development Act 199; the State Development and Public Works Organisation Act 1971 or the Sanctuary Cove Resort Act 1985, as applicable): General Residential - Suburban Neighbourhood
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Transport proposals and resumptions	There are encumbrances not registered on the title that will continue to affect the property after settlement. ☐ Yes ☒ No The lot is affected by a notice of intention to resume the property or any part of the property. ☐ Yes ☒ No If Yes, a copy of the notice, order, proposal or correspondence must be given by the seller.
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* *Transport infrastructure* has the meaning defined in the Transport Infrastructure Act 1994. A proposal means a resolution or adoption by some official process to establish plans or options that will physically affect the property.

Contamination and environmental protection	The property is recorded on the Environmental Management Register or the Contaminated Land Register under the Environmental Protection Act 1994. ☐ Yes ☒ No The following notices are, or have been, given: A notice under section 408(2) of the Environmental Protection Act 1994 (for example, land is contaminated, show cause notice, requirement for site investigation, clean up notice or site management plan). ☐ Yes ☒ No A notice under section 369C(2) of the Environmental Protection Act 1994 (the property is a place or business to which an environmental enforcement order applies). ☐ Yes ☒ No A notice under section 347(2) of the Environmental Protection Act 1994 (the property is a place or business to which a prescribed transitional environmental program applies). ☐ Yes ☒ No
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Trees	There is a tree order or application under the Neighbourhood Disputes (Dividing Fences and Trees) Act 2011 affecting the property. ☐ Yes ☒ No If Yes, a copy of the order or application must be given by the seller.
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Heritage	The property is affected by the Queensland Heritage Act 1992 or is included in the World Heritage List under the Environment Protection and Biodiversity Conservation Act 1999 (Cwlth). ☐ Yes ☒ No
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Flooding	Information about whether the property is affected by flooding or another natural hazard or within a natural hazard overlay can be obtained from the relevant local government and you should make your own enquires. Flood information for the property may also be available at the FloodCheck Queensland portal or the Australian Flood Risk Information portal.
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Vegetation, habitats and protected plants	Information about vegetation clearing, koala habitats and other restrictions on development of the land that may apply can be obtained from the relevant State government agency
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Part 4 Buildings and structures

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

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

Part 5 Rates and services

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

Rates

Whichever of the following applies

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

Amount

\$ 531.15

Date Range: 1/4/2026 to 30/6/2026

Or

The property is currently a rates exempt lot.**

☐

Or

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

☐

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

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

Water

Whichever of the following applies

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

Amount

\$ 415.50

Date Range: 17/3/2026 to 17/6/2026

Or

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

Amount \$

Date Range:

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

Part 6 Community titles schemes and BUGTA schemes

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

WARNING TO BUYER If the property is part of a community titles scheme or a BUGTA scheme and you purchase the property, you will become a member of the body corporate for the scheme with the right to participate in significant decisions about the scheme and you will be required to pay contributions towards the body corporates 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. (If Yes, complete the information below) ☒ Yes ☐ No
Community Management Statement	A copy of the most recent community management statement for the scheme as recorded under the Land Title Act 1994 or another Act is ☒ Yes given to the buyer. Note If the property is part of a community titles scheme, the community management statement for the scheme contains important information about the rights and obligations of owners of lots in the scheme including matters such as lot entitlements, by-laws and exclusive use areas
Body Corporate Certificate	A copy of a body corporate certificate for the lot under the Body Corporate and Community Management Act 1997, section 205(4) is ☒ Yes ☐ No given to the buyer. If No An explanatory statement is given to the buyer that states: ☐ Yes - a copy of a body corporate certificate for the lot is not attached; and - the reasons under section 6 of the Property Law Regulation 2024 why the seller has not been able to obtain a copy of the body corporate certificate for the lot.
Statutory Warranties	Statutory Warranties If you enter into a contract, you will have implied warranties under the Body Corporate and Community Management Act 1997 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 (If Yes, complete the information below) ☐ Yes ☒ No
Body Corporate Certificate	A copy of a body corporate certificate for the lot under the Building Units and Group Titles Act 1980, section 40AA(1) is ☐ Yes ☐ No given to the buyer. If No An explanatory statement is given to the buyer that states: ☐ Yes - a copy of a body corporate certificate for the lot is not attached; and - the reasons under section 7 of the Property Law Regulation 2024 why the seller has not been able to obtain a copy of the body corporate certificate for the lot. Note If the property is part of a BUGTA scheme, you will be subject to by-laws approved by the body corporate and other by-laws that regulate your use of the property and common property.

Signatures *SELLER*

Signature of seller



24/06/2026, 10:30

This form is signed by one seller under the authority of all sellers
pursuant to section 97(2)(b) of the Property Law Act 2023.
ERIN ALYCE CARMELITO

Date

Signatures *BUYER*

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

Signature of buyer

Signature of buyer

Name of buyer

Name of buyer

Date

Date

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Title Reference:	50563838	Search Date:	19/06/2026 16:49
Date Title Created:	15/07/2005	Request No:	56593116
Previous Title:	50480073		

ESTATE AND LAND

Estate in Fee Simple

LOT 40 SURVEY PLAN 170901

Local Government: MORETON BAY

COMMUNITY MANAGEMENT STATEMENT 32212

REGISTERED OWNER

Dealing No: 723702631 27/11/2024

ERIN ALYCE CARMELITO

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 10437133 (POR 510)
2. MORTGAGE No 723702632 27/11/2024 at 13:06
WESTPAC BANKING CORPORATION A.C.N. 007 457 141

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

TRAVERSES ETC		
LINE	BEARING	DISTANCE
1-6	37°12'	39.694
6-7	106°48'45"	33.585
6-8	0°09'20"	47.908
6-G	15°15'30"0"	14.572
6-H	19°448'45"	13.204
6-I	252°05'30"	9.106
6-J	336°16'30"	21.423
7-A	20°50'10"	10.289
7-B	59°43'55"	18.99
7-C	132°51'35"	20.998
7-D	16°00'40"	15.107
7-E	220°50'15"	10.726
7-F	244°59'40"	19.048
8-9	99°04'	41.975
8-10	0°09'20"	44.995
8-K	202°28'	22.832
8-L	278°30'40"	8.76
8-M	31°43'37"	12.163
8-N	344°30'50"	32.108
8-O	25°35'30"	18.942
8-P	50°05'	10.634
8-U	147°00'10"	14.865
8-V	162°14'50"	26.455
9-Q	32°35'57'10"	13.41
9-R	36°52'20"	13.545
9-S	13°13'32'20"	10.8
9-T	243°36'10"	15.962
10-11	9°09'20"	40.191
10-W	234°53'30"	11.856
10-X	328°17'50"	18.328
10-Y	27°13'40"	26.383
10-Z	46°22'50"	16.129
10-AE	126°58'20"	14.674
10-AF	148°32'20"	22.366
10-12	0°09'20"	46.186
11-AA	32°44'740"	13.24
11-AB	37°50'10"	13.632
11-AC	132°22'45"	12.817
11-AD	236°14'40"	15.732
12-13	57°10'25"	18.555
12-AG	202°34'	25.32
12-AH	264°21'	9.734
12-AI	107°17'10"	12.102
12-AJ	13°55'33"	18.197
12-AK	260°29'45"	22.994
13-AL	298°24'	25.706
13-AO	60°51'10"	22.177
13-AN	105°04'40"	20.005
13-AP	112°19'20"	36.27
13-14	172°08'05"	17.689
14-AO	48°59'50"	16.557
14-AR	57°52'50"	14.742
14-AS	123°20'40"	14.899
14-15	1°41'45"	32.084
15-AT	114°07'20"	12.697
15-AU	259°50'20"	32.4
15-AV	287°54'40"	33.488
15-AW	213°03'50"	12.327
15-AX	253°05'20"	25.032
15-1	72°51'10"	30.747

BASE PARCEL AREA 2.026 ha

PERMANENT MARKS				
PM	ORIGIN	BEARING	DIST	NO
17-OPM	SP161493	1°05'20"	44-868	80470
17-OPM	SP161493	22°04'	85-424	80469

REFERENCE MARKS				
STN	TO	ORIGIN	BEARING	DIST
1	OIP	IS174662	338°28'	2.917
1	OIP	IS174662	309°16'	5.053
2	OIP	IS174662	151°19'	1.798
2	Screw in M/H		216°37'	4.126
3	OIP	RP851662	353°24'20"	0.468
4	OIP	IS174662	314°52'	1.053
4	Screw in Conc		178°33'	4.373
4	Screw in Conc		152°22'	6.255
5	OIP	IS174662	266°22'	3.898
16	O.Nail in M/H	IS174662	62°52'	4.379
16	O.Screw in Kb	IS174662	137°25'30"	9.483
17	Screw in O'way		128°58'	7.74
17	Q.Screw in Kb	IS174662	355°59'	11.481

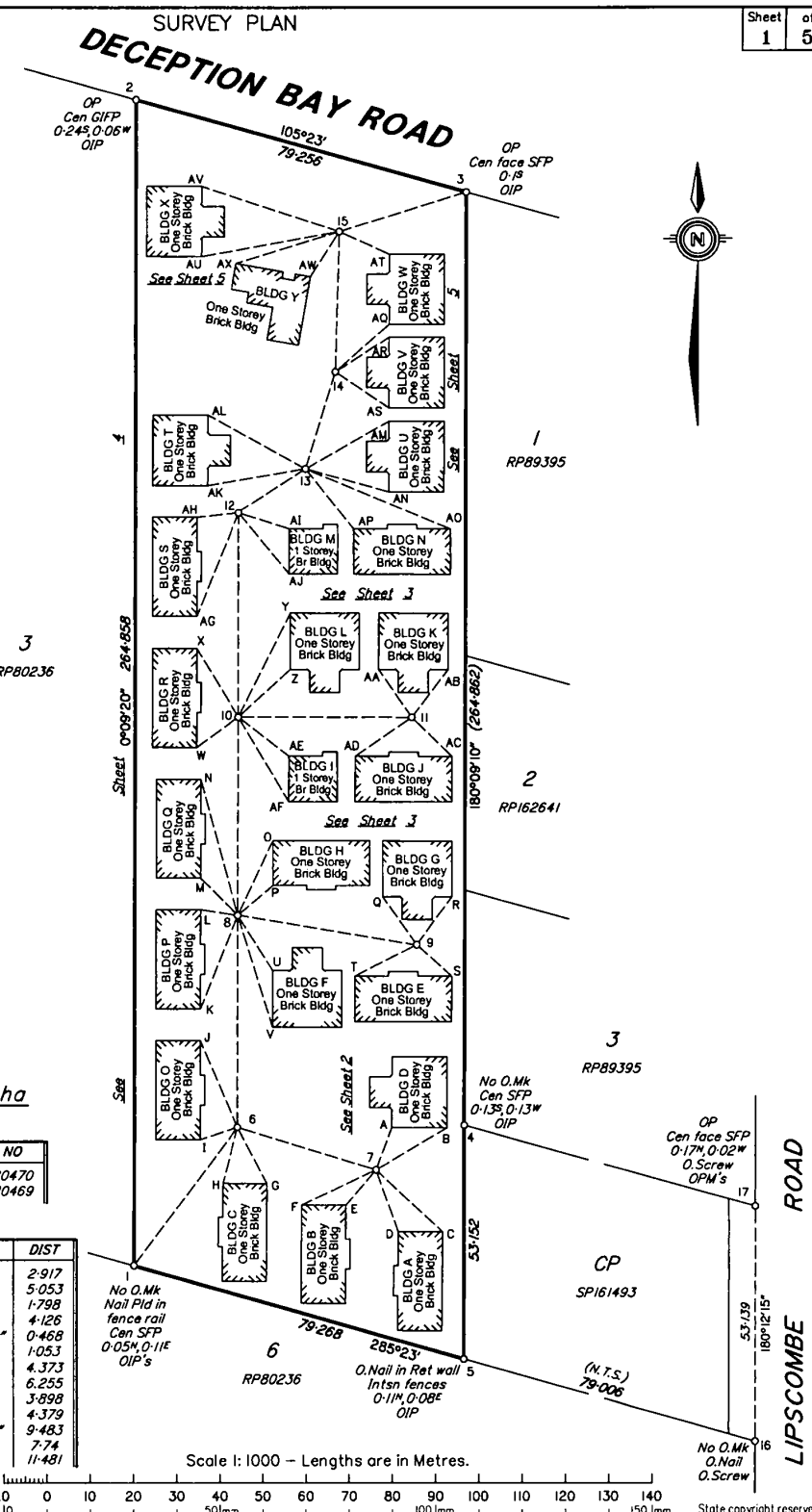
STEVE TOOHEY SURVEY PTY. LTD. ACN 088 495 354
hereby certify that the company has by Terence William DAHLER
surveyed the land comprised in this plan and that the plan is
accurate, that the said survey was performed in accordance with
the Survey and Mapping Infrastructure Act 2003 and Surveyors
Act 2003 and associated Regulations and Standards and that the
said survey was completed on 27/5/2005..



Director

Director

Date 8-06-2005



Plan of Lots 11-57 & Common Property

Cancelling Lot 901 on SP161493

PARISH: REDCLIFFE

COUNTY: *Stanley*

Meridian: SP16/493

F/N's:	No
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Scale: 1:1000

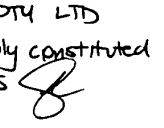
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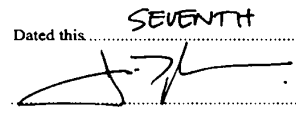
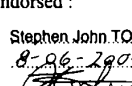


SP 170901

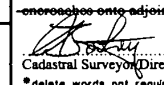
Plan Status:

708811516 \$3242.60 11/07/2005 14:12 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 WILKINSON & ROYALTON (Include address, phone number, reference, and Lodger Code)	

1. Certificate of Registered Owners or Lessees. 1/We <u>BLUE WATER HOLDINGS PTY LTD ACN 094 486 674</u> <u>BERSHAD PTY LTD ACN 080 426 053</u> (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 <u>BLUE WATER HOLDINGS (AUST) PTY LTD</u> <u>ACN 094 486 674 by its duly constituted</u> <u>Attorney GEORGE MAKRIDAKIS</u> <u>under Power of Attorney Reg.</u> <u>No. 708726012</u> <u>BERSHAD PTY LTD ACN 080 426 053</u>  <u>DIRECTOR</u>  <u>DIRECTOR</u> * Rule out whichever is inapplicable				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="3">6. Existing</th> <th colspan="3">Created</th> </tr> <tr> <th>Title Reference</th> <th>Lot</th> <th>Plan</th> <th>Lots</th> <th>Emts</th> <th>Road</th> </tr> <tr> <td>50480073</td> <td>901</td> <td>SP161493</td> <td>11-57 & CP</td> <td></td> <td></td> </tr> </table>				6. Existing			Created			Title Reference	Lot	Plan	Lots	Emts	Road	50480073	901	SP161493	11-57 & CP		
6. Existing			Created																						
Title Reference	Lot	Plan	Lots	Emts	Road																				
50480073	901	SP161493	11-57 & CP																						

2. Local Government Approval. * CABOOLTURE SHIRE COUNCIL hereby approves this plan in accordance with the : % Integrated Planning Act 1997 Dated this <u>SEVENTH</u> day of <u>JULY</u> 2005  # <u> </u> Delegated Officer # * Insert the name of the Local Government. % Insert Integrated Planning Act 1997 or # Insert designation of signatory or delegation Local Government (Planning & Environment) Act 1990		No Development Approval Necessary <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Por. 510</td> <td style="width: 80%;">11-57 & CP</td> </tr> <tr> <td>Orig</td> <td>Lots</td> </tr> </table> 7. Portion Allocation : 8. Map Reference : 9543-43341 9. Locality : DECEPTION BAY 10. Local Government : CABOOLTURE S.C. 11. Passed & Endorsed : By : <u>Stephen John TOOHEY</u> Date : <u>8-06-2005</u> Signed :  Designation : <u>Cadastral Surveyor</u>		Por. 510	11-57 & CP	Orig	Lots
Por. 510	11-57 & CP						
Orig	Lots						

3. Plans with Community Management Statement : CMS Number : 32212 Name : <u>ASTONVILLA</u>	4. References : Dept File : Local Govt : <u>MCU-2003-1143</u> Surveyor : <u>041030</u>
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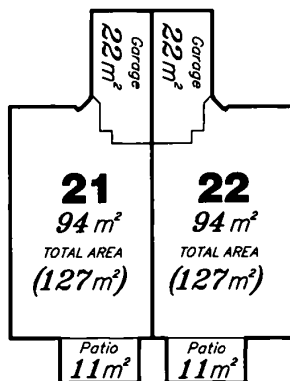
12. Building Format Plans only. I certify that : * As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or road; * Part of the building shown on this plan encroaches onto adjoining lots and road.  # <u>8-06-05</u> Cadastral Surveyor/Director Date * delete words not required													
13. Lodgement Fees : <table style="width: 100%;"> <tr> <td>Survey Deposit</td> <td style="text-align: right;">\$ <u>937.05</u></td> </tr> <tr> <td>Lodgement</td> <td style="text-align: right;">\$ <u>108.30</u></td> </tr> <tr> <td>47 New Titles</td> <td style="text-align: right;">\$ <u>2197.25</u></td> </tr> <tr> <td>Photocopy</td> <td style="text-align: right;">\$ <u> </u></td> </tr> <tr> <td>Postage</td> <td style="text-align: right;">\$ <u> </u></td> </tr> <tr> <td>TOTAL</td> <td style="text-align: right;">\$ <u>3242.60</u></td> </tr> </table>		Survey Deposit	\$ <u>937.05</u>	Lodgement	\$ <u>108.30</u>	47 New Titles	\$ <u>2197.25</u>	Photocopy	\$ <u> </u>	Postage	\$ <u> </u>	TOTAL	\$ <u>3242.60</u>
Survey Deposit	\$ <u>937.05</u>												
Lodgement	\$ <u>108.30</u>												
47 New Titles	\$ <u>2197.25</u>												
Photocopy	\$ <u> </u>												
Postage	\$ <u> </u>												
TOTAL	\$ <u>3242.60</u>												
14. Insert Plan Number SP170901													

LEVEL A

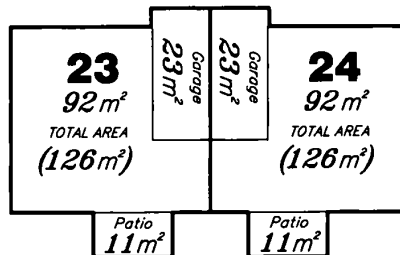
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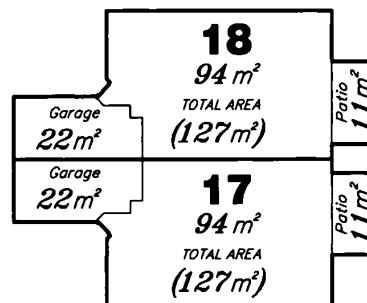
BUILDING F



BUILDING E

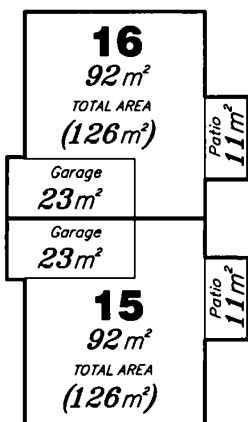


BUILDING D

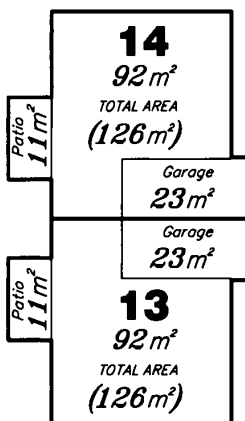


COMMON PROPERTY

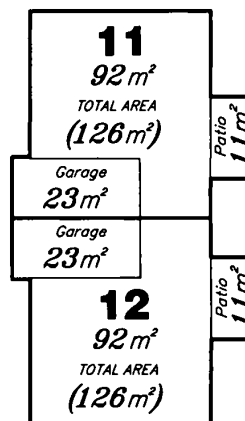
BUILDING C



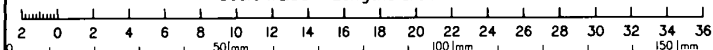
BUILDING B



BUILDING A



Scale 1:250 – Lengths are in Metres.



State copyright reserved

Insert Plan Number **SP170901**

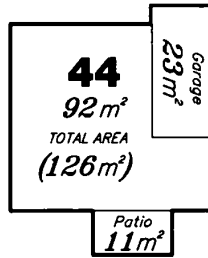
ST040481 DRAWN - STANFELDS 04/03/00

LEVEL A

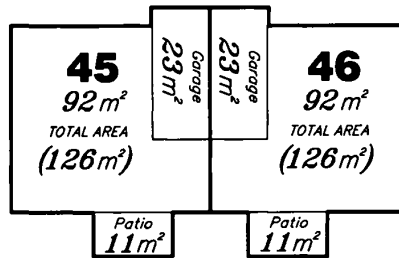
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BUILDING M



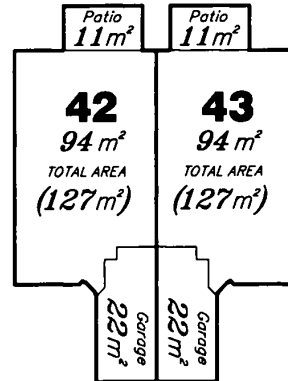
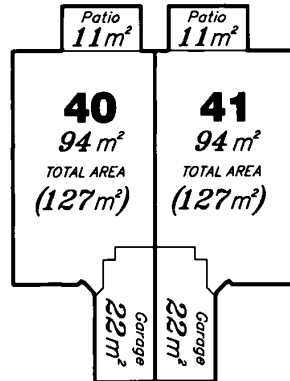
BUILDING N



BUILDING L

COMMON PROPERTY

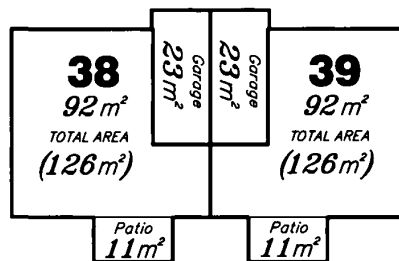
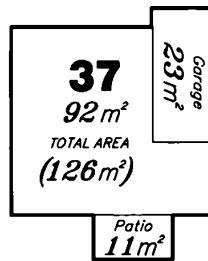
BUILDING K



COMMON PROPERTY

BUILDING I

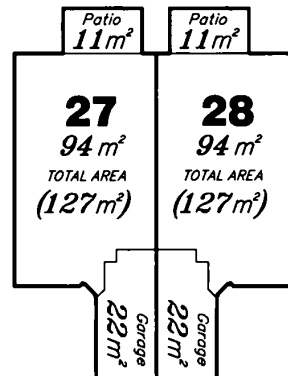
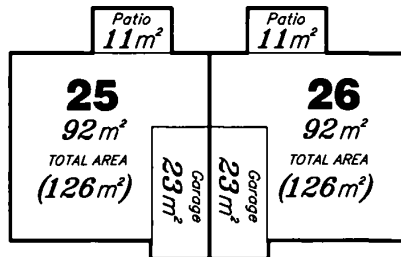
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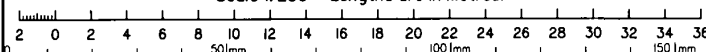
BUILDING H

COMMON PROPERTY

BUILDING G



Scale 1:250 - Lengths are in Metres.



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Insert
Plan
Number **SP170901**

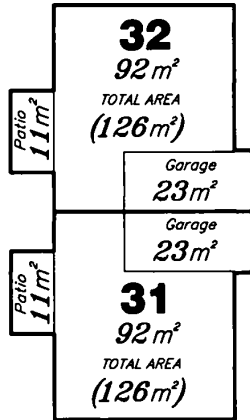
ST040481 DRAWN - STANFIELDS 04/03/0

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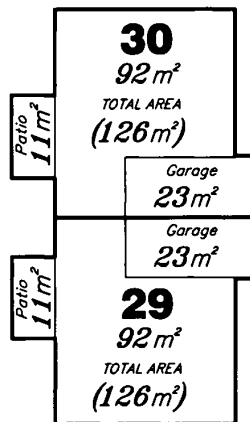
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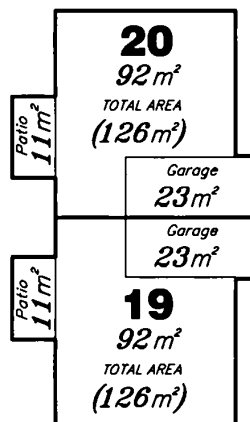
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BUILDING P

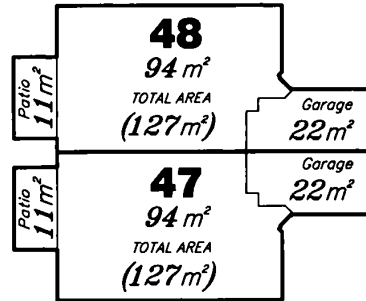


BUILDING O

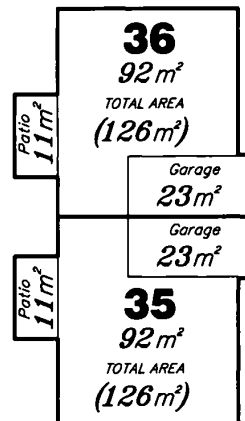


COMMON PROPERTY

BUILDING T

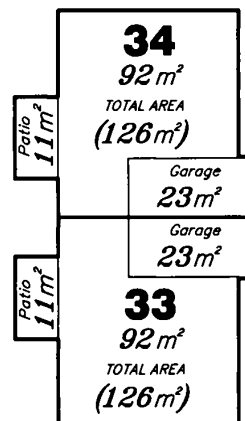


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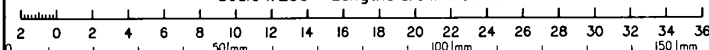


COMMON PROPERTY

BUILDING R



Scale 1:250 - Lengths are in Metres.



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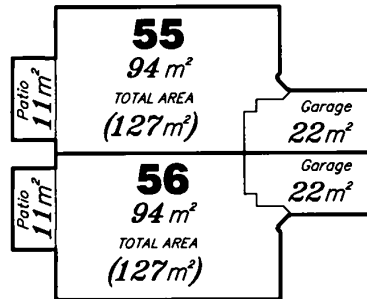
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ST040481 DRAWN - STANFELDS 04/03/00

LEVEL A

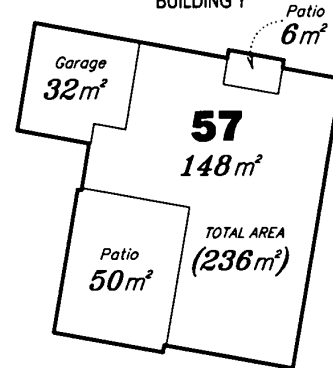
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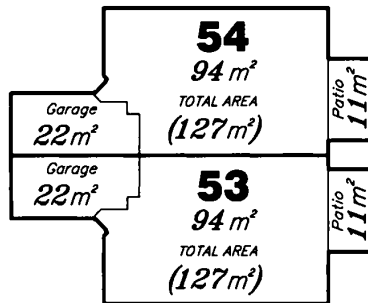


COMMON PROPERTY

BUILDING Y

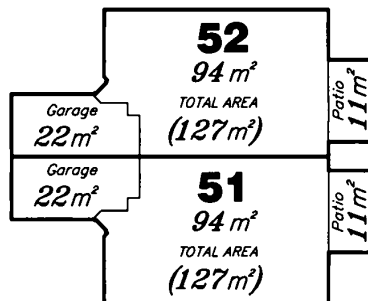


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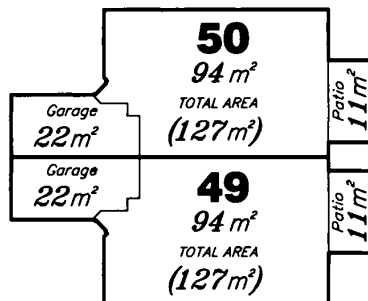


COMMON PROPERTY

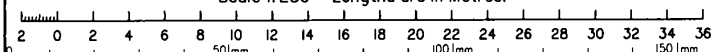
BUILDING V



BUILDING U



Scale 1:250 - Lengths are in Metres.



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Insert
Plan
Number **SP170901**

ST040481 DRAWN - STANFELDS

Scheme Name: ASTONVILLA COMMUNITY TITLES SCHEME 32212

Body Corp. Addr: STRATA INFLUENCE AUSTRALIA PTY LTD
PO BOX 716
SURFERS PARADISE
QLD
4217

COMMUNITY MANAGEMENT STATEMENT No: 32212

Title	Lot	Plan
50480062	CP	SP 161493
50480063	1	SP 161493
50480064	2	SP 161493
50480065	3	SP 161493
50480066	4	SP 161493
50480067	5	SP 161493
50480068	6	SP 161493
50480069	7	SP 161493
50480070	8	SP 161493
50480071	9	SP 161493
50480072	10	SP 161493
50563809	11	SP 170901
50563810	12	SP 170901
50563811	13	SP 170901
50563812	14	SP 170901
50563813	15	SP 170901
50563814	16	SP 170901
50563815	17	SP 170901
50563816	18	SP 170901
50563817	19	SP 170901
50563818	20	SP 170901
50563819	21	SP 170901
50563820	22	SP 170901
50563821	23	SP 170901
50563822	24	SP 170901
50563823	25	SP 170901
50563824	26	SP 170901
50563825	27	SP 170901
50563826	28	SP 170901
50563827	29	SP 170901
50563828	30	SP 170901
50563829	31	SP 170901
50563830	32	SP 170901
50563831	33	SP 170901
50563832	34	SP 170901
50563833	35	SP 170901
50563834	36	SP 170901
50563835	37	SP 170901
50563836	38	SP 170901
50563837	39	SP 170901
50563838	40	SP 170901
50563839	41	SP 170901

Title	Lot	Plan
50563840	42	SP 170901
50563841	43	SP 170901
50563842	44	SP 170901
50563843	45	SP 170901
50563844	46	SP 170901
50563845	47	SP 170901
50563846	48	SP 170901
50563847	49	SP 170901
50563848	50	SP 170901
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50563850	52	SP 170901
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50563852	54	SP 170901
50563853	55	SP 170901
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COMMUNITY MANAGEMENT STATEMENT Dealing No: 714570859

** End of CMS Search Statement **

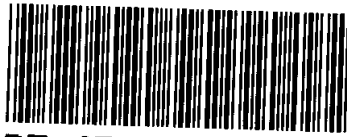
COPYRIGHT QUEENSLAND TITLES REGISTRY PTY LTD [2026]
Requested By: D-ENQ INFOTRACK PTY LIMITED

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

GENERAL REQUEST

FORM 14 Version 4
Page 1 of 14

Duty Imprint



714570859

\$98.30

\$99.20

16/07/2012 13:58

BE 470

privacy in LRM see the Department

1. Nature of request

To record a new Community Management Statement for
Astonvilla Community Titles Scheme 32212

Lodger

Capitol Body Corporate Administration
PO Box 1020
REDCLIFFE Q 4020
PHONE: 3622 3920
Email: redcliffe@capitolbca.com.au

Lodger

Code

2. Description of Lot

County

Parish

Title Reference

Common Property of Astonvilla
Community Titles Scheme 32212

Stanley

Redcliffe

50480062

3. Registered Proprietor / Crown Lessee

Body Corporate for Astonvilla Community Titles Scheme 32212

4. Interest

Fee Simple

5. Applicant

Body Corporate for Astonvilla Community Titles Scheme 32212

6. Request

I hereby request that: The New CMS deposited herewith which amends Schedule C being the By-Laws of the existing Community Management Statement is recorded as the Community Management Statement for Astonvilla Community Titles Scheme 32212.

7. Execution by applicant

Execution Date

Applicant's or Solicitor's Signature



6.7.12

6.7.12

Chairperson

Secretary

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

32212

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

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

CMS LABEL NUMBER

1. Name of community titles scheme

Astonvilla Community Titles Scheme 32212

2. Regulation module

Accommodation Module

3. Name of body corporate

Body Corporate for Astonvilla Community Titles Scheme 32212

4. Scheme land

Lot on Plan Description	County	Parish	Title Reference
Common Property of Astonvilla Community Titles Scheme 32212	Stanley	Redcliffe	50480062
Lots 1 - 10 (inclusive) on SP 161493	Stanley	Redcliffe	50480063 - 50480072
Lots 11 - 57 (inclusive) on SP 170901	Stanley	Redcliffe	50563809 - 50563855

5. *Name and address of original Proprietor

Not applicable

6. Reference to plan lodged with this statement

Not applicable

first community management statement only

7. Local Government community management statement notation

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

..... Signed

..... name and designation

..... name of Local Government

8. Consent of body corporate



6, 7, 12
Execution Date

Chairperson

Secretary

***Execution**

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

Privacy Statement

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

SCHEDULE A	SCHEDULE OF LOT ENTITLEMENTS
-------------------	-------------------------------------

Lot on Plan	Contribution	Interest
Lot 1 on SP 161493	164	158
Lot 2 on SP 161493	164	158
Lot 3 on SP 161493	164	158
Lot 4 on SP 161493	164	158
Lot 5 on SP 161493	164	158
Lot 6 on SP 161493	164	164
Lot 7 on SP 161493	164	164
Lot 8 on SP 161493	164	164
Lot 9 on SP 161493	164	164
Lot 10 on SP 161493	164	164
Lot 11 on SP 170901	164	164
Lot 12 on SP 170901	164	164
Lot 13 on SP 170901	164	164
Lot 14 on SP 170901	164	164
Lot 15 on SP 170901	164	164
Lot 16 on SP 170901	164	164
Lot 17 on SP 170901	164	158
Lot 18 on SP 170901	164	158
Lot 19 on SP 170901	164	164
Lot 20 on SP 170901	164	164
Lot 21 on SP 170901	164	158
Lot 22 on SP 170901	164	158
Lot 23 on SP 170901	164	164
Lot 24 on SP 170901	164	164
Lot 25 on SP 170901	164	164
Lot 26 on SP 170901	164	164
Lot 27 on SP 170901	164	158
Lot 28 on SP 170901	164	158
Lot 29 on SP 170901	164	164
Lot 30 on SP 170901	164	164
Lot 31 on SP 170901	164	164
Lot 32 on SP 170901	164	164
Lot 33 on SP 170901	164	164
Lot 34 on SP 170901	164	164
Lot 35 on SP 170901	164	164
Lot 36 on SP 170901	164	164
Lot 37 on SP 170901	164	164
Lot 38 on SP 170901	164	164

Lot 39 on SP 170901	164	164
Lot 40 on SP 170901	164	158
Lot 41 on SP 170901	164	158
Lot 42 on SP 170901	164	158
Lot 43 on SP 170901	164	158
Lot 44 on SP 170901	164	164
Lot 45 on SP 170901	164	164
Lot 46 on SP 170901	164	164
Lot 47 on SP 170901	164	158
Lot 48 on SP 170901	164	158
Lot 49 on SP 170901	164	158
Lot 50 on SP 170901	164	158
Lot 51 on SP 170901	164	158
Lot 52 on SP 170901	164	158
Lot 53 on SP 170901	164	158
Lot 54 on SP 170901	164	158
Lot 55 on SP 170901	164	158
Lot 56 on SP 170901	164	158
Lot 57 on SP 170901	176	199
TOTALS	9360	9233

STATEMENT AS TO WHY CONTRIBUTION LOT ENTITLEMENTS ARE NOT EQUAL

Section 46(7) of the Body Corporate and Community Management Act 1997 provides

"For the contribution schedule...the respective lot entitlements must be equal, except to the extent to which it is just and equitable for them not to be equal."

Factors for deciding the contribution lot entitlement for a lot

Section 46(8) states that the factors to take into account when deciding the contribution lot entitlement are as follows:-

- (a) How the scheme is structured; and
- (b) The nature, features and characteristics of the lots included in the scheme; and
- (c) The purposes for which the lots are used.

Methodology for calculation

The appropriate methodology to adopt, and which has been applied in this instance, is to determine the extent to which it is just and equitable for the lot entitlements to be other than equal, based on a "user pays" principle. It is just and equitable for lot owners to contribute to the costs of their Body Corporate in a proportion equivalent to the share of the costs that are:

- (a) Incurred by the Body Corporate because of the particular lot, or
- (b) Benefiting the lot.

The approach requires a line-by-line analysis of the costs in the financial statements and an assessment as to whether benefit or causation is the most appropriate factor when attributing that cost.

A line-by-line analysis has occurred for the budgeted expenditure. This line-by-line analysis identified costs, in the sinking fund forecast, that should be shared between lots on a basis other than equally. These costs were categorised as "support and shelter costs."

Support and shelter costs

Typically, these are the types of costs that would occur regularly in community title schemes and would require contribution lot entitlements to be other than equal. However, these types of costs are only a small proportion of a typical budget and would justify only a minor variation from the equal assumption.

In a building formal plan the body corporate is required to maintain the exterior of the lot and the utility infrastructure. For example, lots with exteriors of differing shapes, sizes and styles will place a varying drain on the resources of the Body Corporate. Also larger lots will have a larger drain on the costs of maintaining and providing the utility infrastructure. We believe this is what is directly meant by Subsection 46(8)(b) when it provides that regard must be had to the nature, features and characteristics of the lots included in the Scheme. Consequently contribution lot entitlements should be, and are, unequal to this extent for the manager's lot, which is of a size and character substantially different to the other townhouse lots.

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

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

SCHEDULE C BY-LAWS

1. **Noise.** The Occupier of a Lot must not create noise likely to interfere with the peaceful enjoyment of a person lawfully on another lot or the common property
2. **Vehicles.**
 - (1) The occupier of a lot is permitted to park one vehicle:
 - (a) on the common area in front of their garage, providing the vehicle doesn't cause any interference with traffic flow within the complex
 - or
 - (b) in the designated visitor parking areas.
 - (2) The occupier is not permitted to allow an invitee to park a vehicle, or allow a vehicle to stand on the common property except for the designated visitor parking which must remain available at all times for the use of visitors' vehicles. In any event, visitors must not stand a vehicle in the designated visitor parking for more than 24 hours.
 - (3) Where a vehicle has been parked on the common property (including designated visitor parking areas) in contravention of this by-law, the Body Corporate may have the vehicle towed without reference to the occupier or invitee.
 - (4) Vehicles parked in the complex must have the appearance of being in good condition (e.g. no wrecks, badly damaged, on blocks, engines missing, etc)
3. **Obstruction.** The occupier of a lot must not obstruct lawful use of common property by someone else.
4. **Damage to lawns etc.** The occupier of a lot must not, without the Body Corporate's written approval
 - (a) damage any lawn, garden, tree, shrub, plant or flower on the common property;
 - (b) use part of the common property as a garden

The approval must state the period for which it is given. However the Body Corporate may cancel the approval by giving seven (7) days notice to the occupier.
5. **Damage to common property.**
 - (a) An occupier of a lot must not, without the Body Corporate's written approval, mark, plant, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the common property.
 - (b) However an occupier may install a locking or safety device to protect the lot against intruders, or a screen to prevent any entry of animals or insects, if the device or screen is soundly built and is consistent with the colour style and materials of the building.
 - (c) The owner of a lot must keep a device installed under subsection (b) in good order and repair.
6. **Behaviour of Invitees.** An occupier of a lot must take reasonable steps to ensure that the occupier's invitees do not behave in a manner likely to interfere with the peaceful enjoyment of another lot or common property.

7. **Leaving of Rubbish etc. on the Common Property.** The occupier of a lot must not leave rubbish or other materials on the common property in a way or place likely to interfere with the peaceful enjoyment of the common property.

8. **Appearance of Lot.**

- (a) The occupier of a lot must not, without the Body Corporate's written approval, make a change to the external appearance of the lot.
- (b) The occupier of a lot must not, without the Body Corporate's written approval:-
 - (i) Hang washing, bedding or another cloth article if the article is visible from another lot or the common property, or outside the scheme land; or
 - (ii) Display a sign, advertisement, placard, banner, pamphlet or similar article if the article is visible from another lot or the common property, or outside the scheme land, the erection of a sign or advertising hoarding may require approval from the Caboolture Shire Council.
 - (iii) Install an air condition system

9. **Storage of Flammable Materials.**

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

10. **Garbage Disposal.**

- (a) Unless the Body Corporate provides some other way of garbage disposal, the occupier of a lot must keep a receptacle for garbage in a clean and dry condition and adequately covered on the lot, or on any exclusive use common property allocated to the lot. The receptacle must not be visible.
- (b) The occupier of a lot must:
 - (i) comply with all local government laws about disposal of garbage;
 - (ii) ensure that the occupier does not, in disposing garbage, adversely affect the health, hygiene or comfort of the occupiers of other lots; and
 - (iii) place garbage bins in the designated bin pick up area on the day for collection and remove them from common property.

11. **Keeping of Animals.**

11.1 Subject to section 181 of the Act, an occupier (owner or tenant) is entitled to keep pets on a lot provided such pets can be safely and humanely housed within the lot and not cause unreasonable nuisance, noise, injury to persons or damage to property. Tenants will require the prior approval of the lot owner before any pet can be brought in to the lot. A lot owner's decision does not require explanation.

11.2 Any approval given under By-law 11.1 is subjected to the following conditions:-

- (a) Each lot owner or occupier is liable to all other lot owners and occupiers for any unreasonable nuisance, noise, injury to any person or damage to any property caused by any pet brought or kept upon the Scheme land by that lot owner or occupier of a lot.
- (b) The pet must be properly restrained and controlled at all times when outside the lot.
- (c) Each lot owner is absolutely responsible to clean up after any pets brought or kept at the scheme land by that lot owner or occupier.

- (d) Each lot owner or occupier must make every attempt to minimise the adverse impact of such pets (particularly cats) on fauna in the lots and on common property.
 - (e) Any approval extends to the individual animal specified in the approval.
 - (f) If any of the preceding clauses, 11.3.1 to 11.3.5, are breached, the Committee will breach the owner of lot occupier. After giving two warnings to the lot owner or occupier for the same breach, the Committee can require the immediate and permanent removal of the pet from the Scheme land.
12. **By-Laws to be exhibited.** A copy of these By-Laws (or a précis thereof approved by the Committee) shall be exhibited in a prominent place in any lot made available for letting.
13. **Swimming Pool.**
- 13.1 The rules for use of any swimming pool area on the Common Property are:
- (a) it must not be used between 9.30pm and 7.00am; and
 - (b) your guests must be accompanied by you; and
 - (c) things made of glass must not be taken inside the swimming pool enclosure; and
 - (d) doors and gates to any swimming pool enclosure must be kept closed.
- The Committee may close the swimming pool area for Maintenance or similar purposes.
- 13.2 You must clean any mess you make while using the swimming pool area and remove your garbage.
14. **Common Property.**
- 14.1 The Body Corporate may:
- (a) designate any appropriate part of the Common Property to be used as a store room; and
 - (b) determine rules (for security purposes only) under which people are given access to a store room.
- 14.2 The Body Corporate must ensure:
- (a) electrical substations or control panels; and
 - (b) fire service control panels; and
 - (c) telephone exchanges; and
 - (d) other services to the Lots and Common Property
- Are kept locked unless there is a legal requirement to the contrary. You must not enter or open those areas without the consent of the Body Corporate.
- 14.3 The Body Corporate may use appropriate parts of the Common Property to store equipment used for the performance of the Body Corporate's duties in respect of the Common Property. Any such areas may be locked and access is prohibited without the authority of the Body Corporate.
- 14.4 A person appointed by the Body Corporate as caretaker and letting agent for the building may use the Manager's Lot to provide caretaking services for the Body Corporate and to let units in the building.
- 14.5 Subject to by-law 14.4, you must not use a Lot or the Common Property to conduct a business of letting units in the building.
- 14.6 The Body Corporate may enter into an agreement with a person allowing or requiring that person to conduct a letting business from a Lot. The agreement may:
- (a) bind the Body Corporate to enforce by-law 14.6; and
 - (b) allow the person to provide other services to occupiers of units in the Building, such as the collection of dry cleaning, cleaning, hiring line, beds, furniture and electrical equipment; and
 - (c) authorise the person to erect signage for the letting business on the common property; and

(d) be included in an agreement appointing a person to be a service contractor for the Body Corporate.

15. Exclusive use areas.

- 15.1 The registered owners of the Lots set out in Schedule E are entitled to the exclusive use and enjoyment of the areas marked on the attached plan "A" for the purpose set out in schedule E.
- 15.2 You are responsible for cleaning and day to day maintenance of your exclusive use areas (if any) and the Body Corporate is responsible for structural repairs of these areas. If the occupier fails to clean and maintain the exclusive use area (eg. The garden/lawn of an exclusive use area courtyard is not looked after to the required standard) the Body Corporate may enter upon the area and restore it to the appropriate standard, and the cost of the restoration charged to the owner of the lot.
16. **Compliance by Tenants.** The duties and obligations imposed by these By-Laws on a proprietor of a lot shall be observed not only by the owner but by the proprietors, tenants, agents, servants, employees, agents, children, invitees and licensees.
17. **Complaints or Applications.** All complaints or applications to the Body Corporate or its Committee must be addressed in writing to the Secretary or to the Body Corporate Manager of the Body Corporate.
18. **Pay Television.** The Body Corporate may allow a suitably qualified person approved by the committee to install all cabling, wiring, ducting, conduits, amplifiers and any other necessary equipment to the parcel to enable unit owners to connect to cable television. The Body Corporate is authorised to enter into agreements about the subject matter by this By-law.
19. **Bank Overdraft.** Without derogating from any powers, authorities, duties and functions conferred or imposed on it by or under the Body Corporate and Community Management Act or elsewhere under these By-laws, the committee of the Body Corporate shall be empowered to enter into agreement with the person or persons or corporation or corporations as the committee in its absolute discretion shall decide, to borrow monies or secure an overdraft account from a bank upon such terms and conditions as may be agreed upon by the parties.
20. **Recovery of Money Spent.** Where the Body Corporate expends money to make good damage or spends money to commence and engage in legal proceedings caused by a breach in the Act or elsewhere under these By-laws by any owner or the tenants, guests, servants, employees, agents, children, invitees or licensee of the proprietor or any of them, the committee shall be entitled to recover the amount and recover as a debt in any action in any Court of competent jurisdiction from the owner of the lot at the time when the breach occurred.
21. **Bad Debts.** A person (which expression shall extend to corporations) shall pay on demand the whole of the Body Corporate costs and expenses (including solicitor and own client costs) such amount deemed to be a liquidated debt due in recovering such levies or moneys duly levied upon that person by the corporate pursuant to the Body Corporate and Community Management Act 1997.
22. **Real Estate Signage.**
- 22.1 Real Estate signage is to be placed in the area designated by the Committee and shall remain in place for a period of not more than three months from the date of the property being place on the market.
- 22.2 Real Estate signage shall not remain on the property for a period greater than three months without written approval from the Committee.
- 22.3 Real Estate signage must be promptly removed within 10 days of the property being sold.

SCHEDULE D	OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED
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Nil

SCHEDULE E	DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY
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Lot on Plan	Exclusive Use Area	Purpose
Lot 1 on SP 161493	That area marked "1A" on the attached Plan "A"	Courtyard
Lot 2 on SP 161493	That area marked "2A" on the attached Plan "A"	Courtyard
Lot 3 on SP 161493	That area marked "3A" on the attached Plan "A"	Courtyard
Lot 4 on SP 161493	That area marked "4A" on the attached Plan "A"	Courtyard
Lot 5 on SP 161493	That area marked "5A" on the attached Plan "A"	Courtyard

Lot 6 on SP 161493	That area marked "6A" on the attached Plan "A"	Courtyard
Lot 7 on SP 161493	That area marked "7A" on the attached Plan "A"	Courtyard
Lot 8 on SP 161493	That area marked "8A" on the attached Plan "A"	Courtyard
Lot 9 on SP 161493	That area marked "9A" on the attached Plan "A"	Courtyard
Lot 10 on SP 161493	That area marked "10A" on the attached Plan "A"	Courtyard
Lot 11 on SP 170901	That area marked "11A" on the attached Plan "A"	Courtyard
Lot 12 on SP 170901	That area marked "12A" on the attached Plan "A"	Courtyard
Lot 13 on SP 170901	That area marked "13A" on the attached Plan "A"	Courtyard
Lot 14 on SP 170901	That area marked "14A" on the attached Plan "A"	Courtyard
Lot 15 on SP 170901	That area marked "15A" on the attached Plan "A"	Courtyard
Lot 16 on SP 170901	That area marked "16A" on the attached Plan "A"	Courtyard
Lot 17 on SP 170901	That area marked "17A" on the attached Plan "A"	Courtyard
Lot 18 on SP 170901	That area marked "18A" on the attached Plan "A"	Courtyard
Lot 19 on SP 170901	That area marked "19A" on the attached Plan "A"	Courtyard
Lot 20 on SP 170901	That area marked "20A" on the attached Plan "A"	Courtyard
Lot 21 on SP 170901	That area marked "21A" on the attached Plan "A"	Courtyard
Lot 22 on SP 170901	That area marked "22A" on the attached Plan "A"	Courtyard
Lot 23 on SP 170901	That area marked "23A" on the attached Plan "A"	Courtyard
Lot 24 on SP 170901	That area marked "24A" on the attached Plan "A"	Courtyard
Lot 25 on SP 170901	That area marked "25A" on the attached Plan "A"	Courtyard
Lot 26 on SP 170901	That area marked "26A" on the attached Plan "A"	Courtyard
Lot 27 on SP 170901	That area marked "27A" on the attached Plan "A"	Courtyard
Lot 28 on SP 170901	That area marked "28A" on the attached Plan "A"	Courtyard
Lot 29 on SP 170901	That area marked "29A" on the attached Plan "A"	Courtyard
Lot 30 on SP 170901	That area marked "30A" on the attached Plan "A"	Courtyard
Lot 31 on SP 170901	That area marked "31A" on the attached Plan "A"	Courtyard
Lot 32 on SP 170901	That area marked "32A" on the attached Plan "A"	Courtyard
Lot 33 on SP 170901	That area marked "33A" on the attached Plan "A"	Courtyard
Lot 34 on SP 170901	That area marked "34A" on the attached Plan "A"	Courtyard
Lot 35 on SP 170901	That area marked "35A" on the attached Plan "A"	Courtyard
Lot 36 on SP 170901	That area marked "36A" on the attached Plan "A"	Courtyard
Lot 37 on SP 170901	That area marked "37A" on the attached Plan "A"	Courtyard
Lot 38 on SP 170901	That area marked "38A" on the attached Plan "A"	Courtyard

Lot 39 on SP 170901	That area marked "39A" on the attached Plan "A"	Courtyard
Lot 40 on SP 170901	That area marked "40A" on the attached Plan "A"	Courtyard
Lot 41 on SP 170901	That area marked "41A" on the attached Plan "A"	Courtyard
Lot 42 on SP 170901	That area marked "42A" on the attached Plan "A"	Courtyard
Lot 43 on SP 170901	That area marked "43A" on the attached Plan "A"	Courtyard
Lot 44 on SP 170901	That area marked "44A" on the attached Plan "A"	Courtyard
Lot 45 on SP 170901	That area marked "45A" on the attached Plan "A"	Courtyard
Lot 46 on SP 170901	That area marked "46A" on the attached Plan "A"	Courtyard
Lot 47 on SP 170901	That area marked "47A" on the attached Plan "A"	Courtyard
Lot 48 on SP 170901	That area marked "48A" on the attached Plan "A"	Courtyard
Lot 49 on SP 170901	That area marked "49A" on the attached Plan "A"	Courtyard
Lot 50 on SP 170901	That area marked "50A" on the attached Plan "A"	Courtyard
Lot 51 on SP 170901	That area marked "51A" on the attached Plan "A"	Courtyard
Lot 52 on SP 170901	That area marked "52A" on the attached Plan "A"	Courtyard
Lot 53 on SP 170901	That area marked "53A" on the attached Plan "A"	Courtyard
Lot 54 on SP 170901	That area marked "54A" on the attached Plan "A"	Courtyard
Lot 55 on SP 170901	That area marked "55A" on the attached Plan "A"	Courtyard
Lot 56 on SP 170901	That area marked "56A" on the attached Plan "A"	Courtyard
Lot 57 on SP 170901	That area marked "57A" on the attached Plan "A"	Courtyard and storage

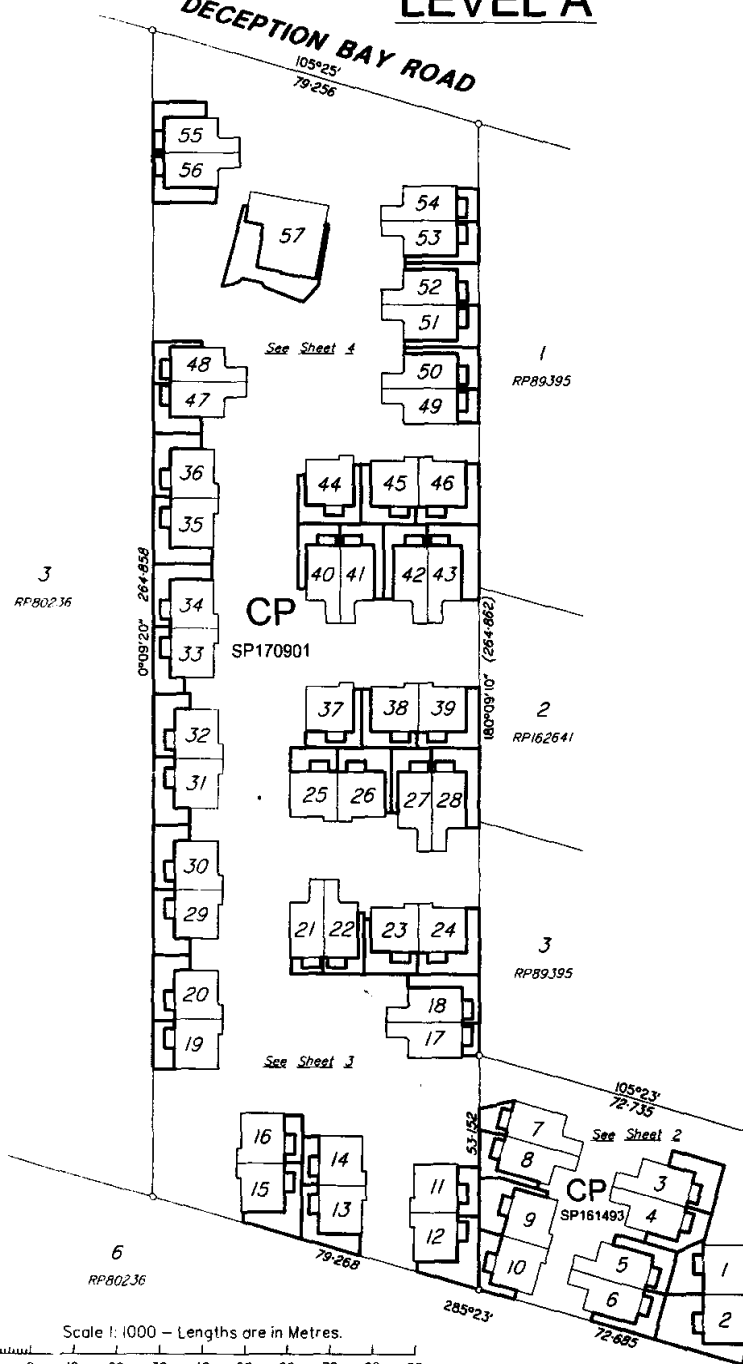
ASTONVILLA C.T.S. 32212

Sheet 10 of 13

'A'

LEVEL A

DECEPTION BAY ROAD



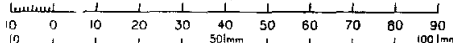
STEVE TOOHEY SURVEY PTY LTD ACN 088 485 354
certify that the details shown on this sketch
plan are correct.



10-06-05
Date

Areas 1A-30A are fully bounded
by structural features.

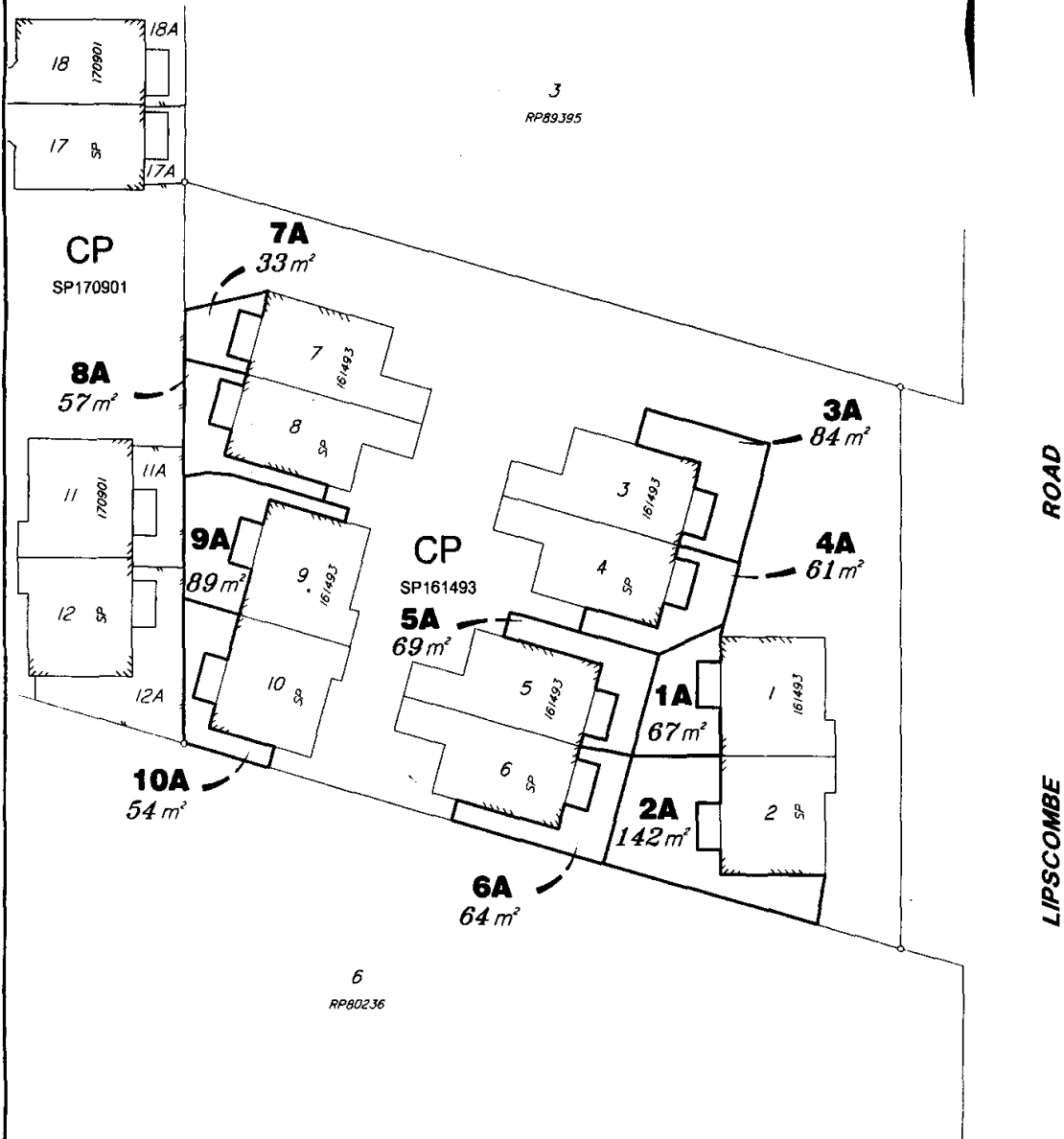
Scale 1:1000 - Lengths are in Metres.



PLAN OF EXCLUSIVE USE OF COMMON PROPERTY IN ASTONVILLA COMMUNITY TITLES SCHEME NO.32212

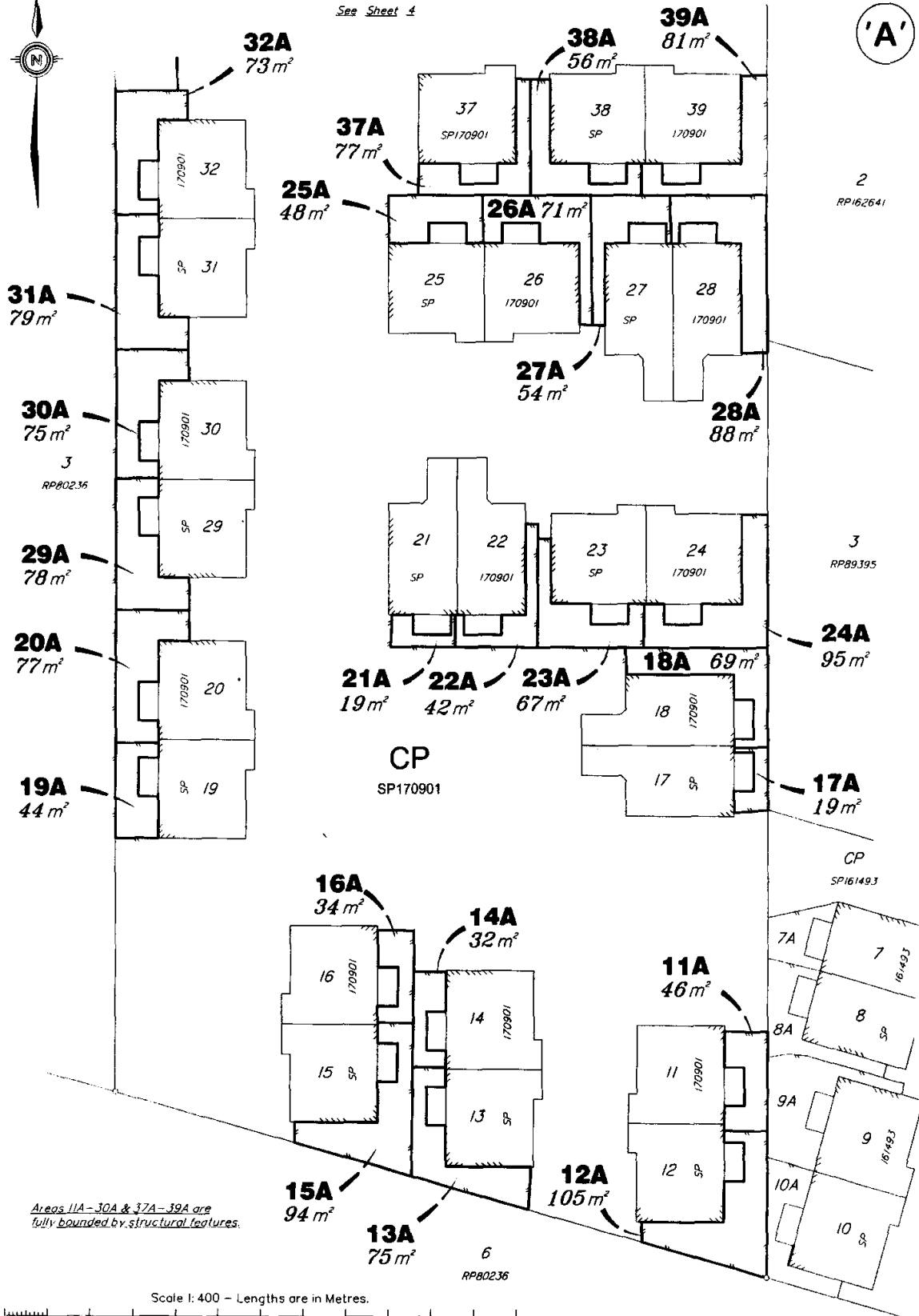
PARISH: **REDCLIFFE** COUNTY: **Stanley** LOCAL AUTHORITY: **CABOOLTURE S.C.**

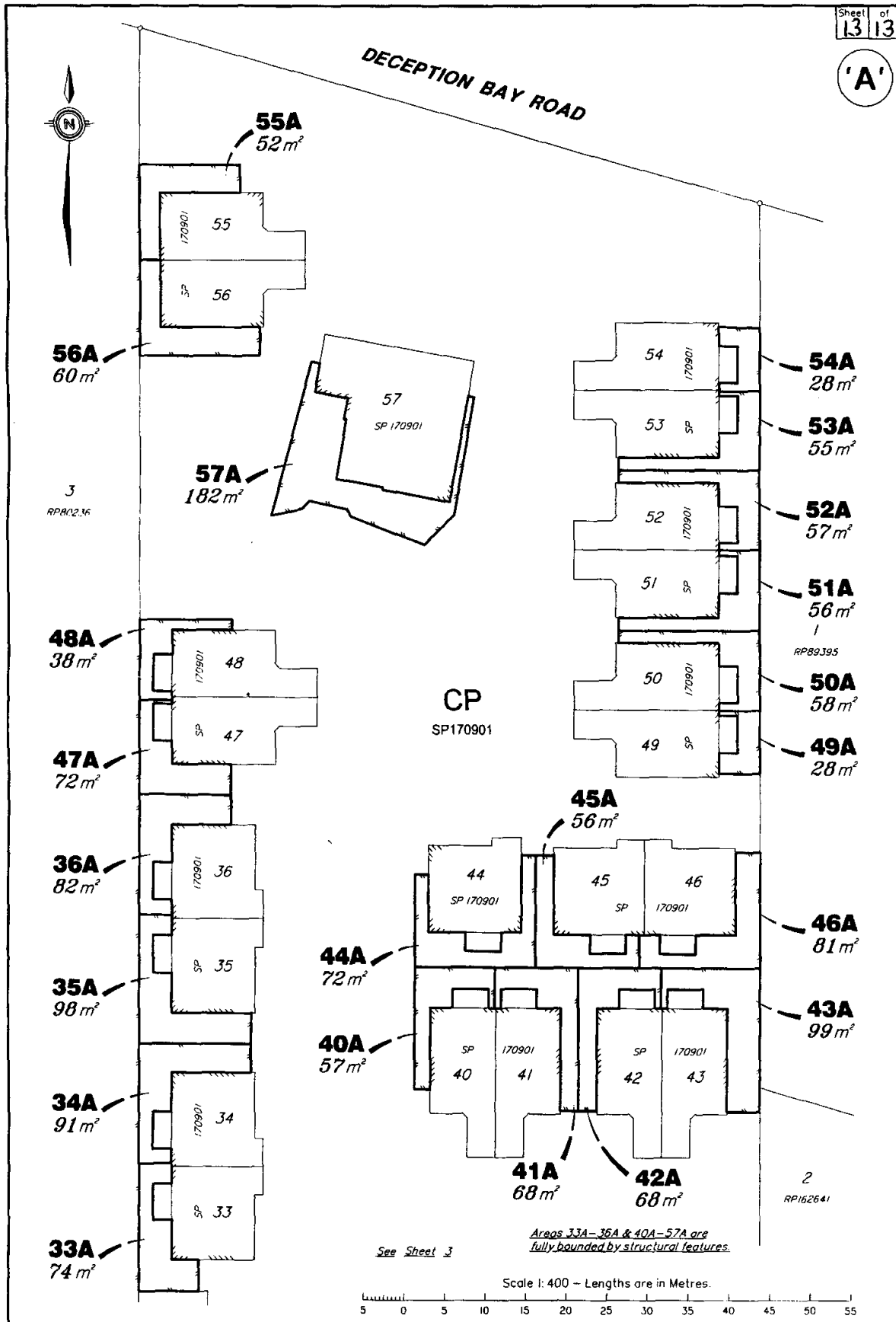
Meridian: SP170901 Map Ref: 9543-43341 Scale: 1:1000



'A'

See Sheet 4





BCCM**Form 33**

Department of Justice

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

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

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

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

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

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

This certificate does not include information about:

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

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

The community management statement

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

The Office of the Commissioner for Body Corporate and Community Management

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

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

The information in this certificate is issued on 23/06/2026

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

ASTONVILLA

CTS No. **32212**

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 Bowen**

Phone: **07 5535 8989**

Company: **Strata Influence Australia**

Email: **admin@stratainfluence.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: **40**

Plan type and number: **170901**

Plan of subdivision: **BUILDING FORMAT PLAN**

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

Regulation module

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

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

The regulation module that applies to this scheme is the:

Accommodation

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

Layered arrangements of community titles schemes

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

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

No

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

Building management statement

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

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

No

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

By-laws and exclusive use areas

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

What by-laws apply?

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

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

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

General by-laws

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

Exclusive use areas

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

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

Yes

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

listed in the community management statement

Lot entitlements and financial information

Lot entitlements

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

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

Contribution schedule

Contribution schedule lot entitlement for the lot: **164**

Total contribution schedule lot entitlements for all lots: **9,360**

Interest schedule

Interest schedule lot entitlement for the lot: **158**

Total interest schedule lot entitlements for all lots: **9,233**

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 **40** for the current financial year: \$ **3,294.08**

Number of instalments: **3** (outlined below)

Discount for on-time payments (if applicable): **20** %

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

Period	Due date	Amount due	Amount due if discount applied	Paid
01/02/26 to 31/05/26	01/02/26	1,077.56	862.05	30/12/25
01/06/26 to 30/09/26	15/06/26	1,108.26	886.61	19/05/26
01/10/26 to 31/01/27	01/10/26	1,108.26	886.61	
01/02/27****31/05/27	01/02/27	1,098.03	878.42	
Amount overdue				Nil
Amount Unpaid including amounts billed not yet due				Nil

Sinking fund contributions

Total amount of contributions (before any discount) for lot **40** for the current financial year: \$ **1,763.56**

Number of instalments: **3** (outlined below)

Discount for on-time payments (if applicable): **20** %

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

Period	Due date	Amount due	Amount due if discount applied	Paid
01/02/26 to 31/05/26	01/02/26	397.42	317.94	30/12/25
01/06/26 to 30/09/26	15/06/26	683.06	546.45	19/05/26
01/10/26 to 31/01/27	01/10/26	683.08	546.46	
01/02/27****31/05/27	01/02/27	587.86	470.29	
Amount overdue				Nil
Amount Unpaid including amounts billed not yet due				Nil

Special contributions - Administrative Fund (IF ANY)

Date determined: **15/05/26** (Access the body corporate records for more information).

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

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

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

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

Period	Due date	Amount due	Amount due if discount applied	Paid
Amount overdue				Nil
Amount Unpaid including amounts billed not yet due				Nil

Special contributions - Sinking Fund (IF ANY)

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

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

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

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

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

Due date	Amount due	Amount due if discount applied	Paid
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Amount overdue

Nil

Amount Unpaid including amounts billed not yet due

Nil

Other contributions

	Period	Due date	Amount due	Amount due if discount applied	Paid
Insurance Levy	01/02/26 to 31/05/26	01/02/26	146.88	117.50	30/12/25
Insurance Levy	01/06/26 to 30/09/26	15/06/26	163.40	130.72	19/05/26
Insurance Levy	01/10/26 to 31/01/27	01/10/26	163.40	130.72	
Insurance Levy	01/02/27 to 31/05/27	01/02/27	157.89	126.31	

Other amounts payable by the lot owner

Purpose	Fund	Amount	Due date	Amount
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No other amounts payable for the lot.

Summary of amounts due but not paid by the current owner

At the date of this certificate

Annual contributions	Nil
Special contributions	Nil
Other contributions	Nil
Other payments	Nil
Penalties	Nil
Total amount overdue (Total Amount Unpaid including not yet due \$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.

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

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

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

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

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

Current sinking fund balance (as at date of certificate): \$ 221,850.56

Improvements to common property the lot owner is responsible for

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

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

Date	Description	Conditions
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Body corporate assets

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

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
INST TABLE,BENCHES	Furniture & Fittings		MLR SALES & CONSULTING P/L PO Box 3057 NEWSTEAD QLD 4006	\$671.00	\$0.00	\$671.00
7000 LT WATER TANK	Plant and Machinery	16/07/08	RAINMAN TANKS & INSTALLATIONS	\$4,428.00	\$0.00	\$0.00
OUTDOOR SETTING TABLE, CHAIRS	Furniture & Fittings	25/10/11	BUNNINGS - ROTHWELL	\$0.00	\$0.00	\$249.00
CREEPY CRAWLEY	Plant and Machinery	07/02/12	ATLANTIC POOL SERVICES	\$0.00	\$0.00	\$550.00
PRESSURE CLEANER	Plant and Machinery	19/04/12	BUNNINGS ROTHWELL	\$299.00	\$0.00	\$299.00
PRINTER	Office Equipment	29/11/13	GNSA MANAGEMENT PTY LTD 57/24 Lipscombe Road Deception Bay QLD 4508	\$44.98	\$0.00	\$44.98

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 CHU (DIRECT INSURANCE BROKERS)	HU0006170757	17,824,939.00	24,949.52	11/05/27	\$2,000 Each & Every Claim Also Refer to Policy Schedule
PUBLIC LIABILITY CHU (DIRECT INSURANCE BROKERS)	HU0006170757	20,000,000.00		11/05/27	Refer to Policy Schedule
COMMON CONTENTS CHU (DIRECT INSURANCE BROKERS)	HU0006170757	178,249.00		11/05/27	\$2,000 Each & Every Claim Also Refer to Policy Schedule
LOSS OF RENT CHU (DIRECT INSURANCE BROKERS)	HU0006170757	2,673,740.00		11/05/27	\$2,000 Each & Every Claim Also Refer to Policy Schedule
FIDELITY GUARANTEE CHU (DIRECT INSURANCE BROKERS)	HU0006170757	250,000.00		11/05/27	Refer to Policy Schedule
VOLUNTARY WORKERS CHU (DIRECT INSURANCE BROKERS)	HU0006170757	\$300,000/\$3,000		11/05/27	Refer to Policy Schedule
OFFICE BEARERS CHU (DIRECT INSURANCE BROKERS)	HU0006170757	5,000,000.00		11/05/27	Refer to Policy Schedule
CATASTROPHE CHU (DIRECT INSURANCE BROKERS)	HU0006170757	2,673,740.00		11/05/27	Refer to Policy Schedule
WORKPLACE H & S CHU (DIRECT INSURANCE BROKERS)	HU0006170757	100,000.00		11/05/27	Refer to Policy Schedule
LEGAL EXPENSES CHU (DIRECT INSURANCE BROKERS)	HU0006170757	50,000.00		11/05/27	Refer to Policy Schedule
LOT OWNERS IMPROVEME CHU (DIRECT INSURANCE BROKERS)	HU0006170757	250,000.00		11/05/27	Refer to Policy Schedule
GOVT AUDIT FEES CHU (DIRECT INSURANCE BROKERS)	HU0006170757	25,000.00		11/05/27	Refer to Policy Schedule

Alternative insurance

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

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

No

Lot owner and occupier insurance

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

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

More information about insurance in community titles schemes is available from your solicitor or www.qld.gov.au/buyingbodycorporate

Contracts and authorisations

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

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

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

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

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

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

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

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

Yes - Name of caretaking service contractor engaged: T & J Brothers Pty Ltd

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

Yes - Name of authorised letting agent: T & J Brothers 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.

Body corporate authority

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

Name/s Strata Influence Australia

Positions/s held Body Corporate Manager

Date 23/06/2026

Signature/s

Kellie Bowen-Burgess

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



ASTONVILLA CTS 32212

24 Lipscombe Road Deception Bay Qld 4508

BALANCE SHEET

AS AT 31 JANUARY 2026

	ACTUAL 31/01/2026	ACTUAL 31/01/2025
<u>PROPRIETORS FUNDS</u>		
Administrative Fund	19,557.42	9,555.12
Sinking Fund	183,721.73	158,305.51
<u>TOTAL</u>	<u>\$ 203,279.15</u>	<u>\$ 167,860.63</u>
<u>THESE FUNDS ARE REPRESENTED BY</u>		
<u>CURRENT ASSETS</u>		
Bank Balance Administrative Fu	28,333.58	(103,031.44)
Mbl #297974123	131,441.21	126,000.00
Bank Balance Sinking Fund	81,955.05	175,195.25
Levies Billed Not Due	92,764.73	87,679.96
Levies - Prepayments	2,635.08	524.88
Levies In Arrears	2,121.10	5,213.34
Other Arrears	568.13	2,186.98
<u>TOTAL ASSETS</u>	<u>339,818.88</u>	<u>293,768.97</u>
<u>LIABILITIES</u>		
Gst Clearing A/C	(698.19)	1,255.58
Arrears Clearing Account	(30.80)	308.00
Creditors	4,802.00	638.59
Accrued Expenses	4,104.73	7,868.90
Next Year Discounts	(7,334.30)	(6,508.43)
Levies Billed Not Due	92,302.47	87,679.96
Levies - Prepayments	2,395.54	477.15
Levies In Advance	37,678.68	31,057.28
Other Advance Payments	3,319.60	3,131.31
<u>TOTAL LIABILITIES</u>	<u>136,539.73</u>	<u>125,908.34</u>
<u>NET ASSETS</u>	<u>\$ 203,279.15</u>	<u>\$ 167,860.63</u>



ASTONVILLA CTS 32212

24 Lipscombe Road Deception Bay Qld 4508

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 FEBRUARY 2025 TO 31 JANUARY 2026

	ACTUAL 01/02/25-31/01/26	BUDGET 01/02/25-31/01/26	VARIANCE %	ACTUAL 01/02/24-31/01/25
<u>ADMINISTRATIVE FUND</u>				
<u>INCOME</u>				
Levies - Administrative Fund	167,725.59	167,725.24	100.00	165,246.54
Discount - Admin Fund	(31,977.37)	(28,513.29)	112.15	(28,650.64)
Insurance Levy	23,408.31	23,408.18	100.00	20,900.16
Insurance Discount	(4,352.86)	(3,979.39)	109.39	(3,547.92)
Interest On Overdue Levies	405.53	0.00		1,454.22
<u>TOTAL ADMIN. FUND INCOME</u>	155,209.20	158,640.74		155,402.36
<u>EXPENDITURE - ADMIN. FUND</u>				
Audit Fees	0.00	1,550.00	0.00	1,530.00
Bank Charges (Inc Gst)	298.90	250.00	119.56	248.83
Bas Preparation Fee	720.00	1,000.00	72.00	890.00
Caretaker	93,388.89	95,311.45	97.98	92,535.39
Community Light & Power	2,553.38	1,500.00	170.23	1,363.87
Community Power - Gov. Rebate	(231.25)	0.00	0.00	(797.73)
Committee Expense	133.42	0.00		0.00
Consultant's Fees	1,913.55	0.00		0.00
Fees & Permits	0.00	215.00	0.00	45.00
Fire Protection	0.00	800.00	0.00	767.50
Income Tax Returns	250.00	275.00	90.91	250.00
Insurance	17,698.15	20,559.84	86.08	18,357.00
Insurance Stamp Duty	1,716.47	1,759.84	97.54	1,571.29
Legal Expenses	190.54	0.00		0.00
Maintenance	2,538.16	3,000.00	84.61	2,885.91
R & M - Doors	0.00	2,000.00	0.00	0.00
Maintenance Plumbing & Gutters	4,028.60	4,000.00	100.72	8,222.86
Maintenance Gardens & Grounds	2,462.47	3,500.00	70.36	6,709.37
Maintenance Electrical	1,232.77	2,000.00	61.64	0.00
Maintenance Fences	240.00	3,000.00	8.00	1,218.18
Maintenance Roof	0.00	4,500.00	0.00	3,470.00
Maintenance Plant & Equipment	689.00	500.00	137.80	0.00
Management Fees	10,830.00	10,830.00	100.00	10,070.00
Management Fees Additional Svc	0.00	0.00	0.00	855.72
Pest Control	1,160.00	2,750.00	42.18	180.00
Disbursements	0.00	0.00	0.00	1,078.39
Stratamax License Fee	0.00	500.00	0.00	456.00



ASTONVILLA CTS 32212

24 Lipscombe Road Deception Bay Qld 4508

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 FEBRUARY 2025 TO 31 JANUARY 2026

	ACTUAL	BUDGET	VARIANCE	ACTUAL
	01/02/25-31/01/26	01/02/25-31/01/26	%	01/02/24-31/01/25
Security / Cctv	356.83	0.00		0.00
Security	0.00	385.00	0.00	0.00
Swimming Pool Maintenance	2,282.45	2,000.00	114.12	1,817.73
Swimming Pool Chemicals	754.57	1,000.00	75.46	735.82
Telephone	0.00	0.00	0.00	385.46
<u>TOTAL ADMIN. EXPENDITURE</u>	145,206.90	163,186.13		154,846.59
<u>SURPLUS / DEFICIT</u>	<u>\$ 10,002.30</u>	<u>\$ (4,545.39)</u>		<u>\$ 555.77</u>
Opening Admin. Balance	9,555.12	9,555.12	100.00	8,999.35
<u>ADMINISTRATIVE FUND BALANCE</u>	<u>\$ 19,557.42</u>	<u>\$ 5,009.73</u>		<u>\$ 9,555.12</u>



ASTONVILLA CTS 32212

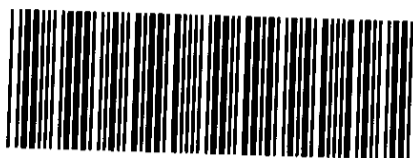
24 Lipscombe Road Deception Bay Qld 4508

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 FEBRUARY 2025 TO 31 JANUARY 2026

	ACTUAL 01/02/25-31/01/26	BUDGET 01/02/25-31/01/26	VARIANCE %	ACTUAL 01/02/24-31/01/25
<u>SINKING FUND</u>				
<u>INCOME</u>				
Levies - Sinking Fund	61,861.10	61,861.09	100.00	44,077.09
Discount - Sinking Fund	(11,964.48)	(10,516.39)	113.77	(7,658.74)
Interest Received	5,441.21	8,500.00	64.01	6,184.54
Interest Fr Ato	7.04	0.00		0.00
<u>TOTAL SINKING FUND INCOME</u>	55,344.87	59,844.70		42,602.89
<u>EXPENDITURE - SINKING FUND</u>				
Equipment	1,473.18	0.00		0.00
Fences	0.00	2,600.00	0.00	3,259.73
Income Tax	2,092.80	1,855.00	112.82	618.00
Legal Expenses	0.00	0.00	0.00	4,113.25
Maintenance - Doors	0.00	0.00	0.00	2,119.09
Landscaping, Lawns & Gardens	0.00	7,500.00	0.00	863.64
Plumbing & Gutters	23,669.38	35,000.00	67.63	4,236.36
Electrical/Lighting	1,338.74	0.00		2,408.05
Prov. For Major Expenditure	1,354.55	10,000.00	13.55	0.00
Swimming Pool	0.00	2,000.00	0.00	0.00
<u>TOTAL SINK. FUND EXPENDITURE</u>	29,928.65	58,955.00		17,618.12
<u>SURPLUS / DEFICIT</u>	<u>\$ 25,416.22</u>	<u>\$ 889.70</u>		<u>\$ 24,984.77</u>
Opening Sinking Fund Balance	158,305.51	158,305.51	100.00	133,320.74
<u>SINKING FUND BALANCE</u>	<u>\$ 183,721.73</u>	<u>\$ 159,195.21</u>		<u>\$ 158,305.51</u>

Duty Imprint



714570859

\$98.30

\$99.20

16/07/2012 13:58

BE 470

privacy in LRM see the copy...

1. Nature of request

To record a new Community Management Statement for Astonvilla Community Titles Scheme 32212

Lodger

Capitol Body Corporate Administration
PO Box 1020
REDCLIFFE Q 4020
PHONE: 3622 3920
Email: redcliffe@capitolbca.com.au

Lodger

Code

2. Description of Lot

County

Parish

Title Reference

Common Property of Astonvilla
Community Titles Scheme 32212

Stanley

Redcliffe

50480062

3. Registered Proprietor / Crown Lessee

Body Corporate for Astonvilla Community Titles Scheme 32212

4. Interest

Fee Simple

5. Applicant

Body Corporate for Astonvilla Community Titles Scheme 32212

6. Request

I hereby request that: The New CMS deposited herewith which amends Schedule C being the By-Laws of the existing Community Management Statement is recorded as the Community Management Statement for Astonvilla Community Titles Scheme 32212.

7. Execution by applicant



Execution Date

6.7.12

6.7.12

Applicant's or Solicitor's Signature

[Signature]

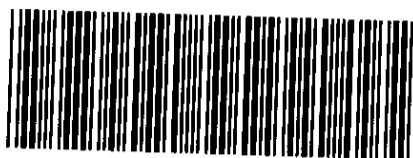
Chairperson

[Signature]

Secretary

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

Duty Imprint



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[Signature]

Chairperson

[Signature]

Secretary

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32212

This statement incorporates and must
include the following:

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

CMS LABEL NUMBER

1. Name of community titles scheme

Astonvilla Community Titles Scheme 32212

2. Regulation module

Accommodation Module

3. Name of body corporate

Body Corporate for Astonvilla Community Titles Scheme 32212

4. Scheme land

Lot on Plan Description	County	Parish	Title Reference
Common Property of Astonvilla Community Titles Scheme 32212	Stanley	Redcliffe	50480062
Lots 1 - 10 (inclusive) on SP 161493	Stanley	Redcliffe	50480063 - 50480072
Lots 11 - 57 (inclusive) on SP 170901	Stanley	Redcliffe	50563809 - 50563855

5. *Name and address of original Proprietor

Not applicable

6. Reference to plan lodged with this statement

Not applicable

first community management statement only

7. Local Government community management statement notation

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

..... Signed

..... name and designation

..... name of Local Government

8. Consent of body corporate



6, 7, 12
Execution Date

Chairperson

Secretary

*Execution

*Original Proprietor to execute for a first community management statement

*Body corporate to execute for a new community management statement

Privacy Statement

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

32212

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Schedule A - Schedule of Lot entitlements
Schedule B - Explanation of development of scheme land
Schedule C - By-laws
Schedule D - Any other details
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Astonvilla Community Titles Scheme 32212

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Body Corporate for Astonvilla Community Titles Scheme 32212

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Lot on Plan Description	County	Parish	Title Reference
Common Property of Astonvilla Community Titles Scheme 32212	Stanley	Redcliffe	50480062
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SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 1 on SP 161493	164	158
Lot 2 on SP 161493	164	158
Lot 3 on SP 161493	164	158
Lot 4 on SP 161493	164	158
Lot 5 on SP 161493	164	158
Lot 6 on SP 161493	164	164
Lot 7 on SP 161493	164	164
Lot 8 on SP 161493	164	164
Lot 9 on SP 161493	164	164
Lot 10 on SP 161493	164	164
Lot 11 on SP 170901	164	164
Lot 12 on SP 170901	164	164
Lot 13 on SP 170901	164	164
Lot 14 on SP 170901	164	164
Lot 15 on SP 170901	164	164
Lot 16 on SP 170901	164	164
Lot 17 on SP 170901	164	158
Lot 18 on SP 170901	164	158
Lot 19 on SP 170901	164	164
Lot 20 on SP 170901	164	164
Lot 21 on SP 170901	164	158
Lot 22 on SP 170901	164	158
Lot 23 on SP 170901	164	164
Lot 24 on SP 170901	164	164
Lot 25 on SP 170901	164	164
Lot 26 on SP 170901	164	164
Lot 27 on SP 170901	164	158
Lot 28 on SP 170901	164	158
Lot 29 on SP 170901	164	164
Lot 30 on SP 170901	164	164
Lot 31 on SP 170901	164	164
Lot 32 on SP 170901	164	164
Lot 33 on SP 170901	164	164
Lot 34 on SP 170901	164	164
Lot 35 on SP 170901	164	164
Lot 36 on SP 170901	164	164
Lot 37 on SP 170901	164	164
Lot 38 on SP 170901	164	164

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 1 on SP 161493	164	158
Lot 2 on SP 161493	164	158
Lot 3 on SP 161493	164	158
Lot 4 on SP 161493	164	158
Lot 5 on SP 161493	164	158
Lot 6 on SP 161493	164	164
Lot 7 on SP 161493	164	164
Lot 8 on SP 161493	164	164
Lot 9 on SP 161493	164	164
Lot 10 on SP 161493	164	164
Lot 11 on SP 170901	164	164
Lot 12 on SP 170901	164	164
Lot 13 on SP 170901	164	164
Lot 14 on SP 170901	164	164
Lot 15 on SP 170901	164	164
Lot 16 on SP 170901	164	164
Lot 17 on SP 170901	164	158
Lot 18 on SP 170901	164	158
Lot 19 on SP 170901	164	164
Lot 20 on SP 170901	164	164
Lot 21 on SP 170901	164	158
Lot 22 on SP 170901	164	158
Lot 23 on SP 170901	164	164
Lot 24 on SP 170901	164	164
Lot 25 on SP 170901	164	164
Lot 26 on SP 170901	164	164
Lot 27 on SP 170901	164	158
Lot 28 on SP 170901	164	158
Lot 29 on SP 170901	164	164
Lot 30 on SP 170901	164	164
Lot 31 on SP 170901	164	164
Lot 32 on SP 170901	164	164
Lot 33 on SP 170901	164	164
Lot 34 on SP 170901	164	164
Lot 35 on SP 170901	164	164
Lot 36 on SP 170901	164	164
Lot 37 on SP 170901	164	164
Lot 38 on SP 170901	164	164

Lot 39 on SP 170901	164	164
Lot 40 on SP 170901	164	158
Lot 41 on SP 170901	164	158
Lot 42 on SP 170901	164	158
Lot 43 on SP 170901	164	158
Lot 44 on SP 170901	164	164
Lot 45 on SP 170901	164	164
Lot 46 on SP 170901	164	164
Lot 47 on SP 170901	164	158
Lot 48 on SP 170901	164	158
Lot 49 on SP 170901	164	158
Lot 50 on SP 170901	164	158
Lot 51 on SP 170901	164	158
Lot 52 on SP 170901	164	158
Lot 53 on SP 170901	164	158
Lot 54 on SP 170901	164	158
Lot 55 on SP 170901	164	158
Lot 56 on SP 170901	164	158
Lot 57 on SP 170901	176	199
TOTALS	9360	9233

STATEMENT AS TO WHY CONTRIBUTION LOT ENTITLEMENTS ARE NOT EQUAL

Section 46(7) of the Body Corporate and Community Management Act 1997 provides

"For the contribution schedule...the respective lot entitlements must be equal, except to the extent to which it is just and equitable for them not to be equal."

Factors for deciding the contribution lot entitlement for a lot

Section 46(8) states that the factors to take into account when deciding the contribution lot entitlement are as follows:-

- (a) How the scheme is structured; and
- (b) The nature, features and characteristics of the lots included in the scheme; and
- (c) The purposes for which the lots are used.

Methodology for calculation

The appropriate methodology to adopt, and which has been applied in this instance, is to determine the extent to which it is just and equitable for the lot entitlements to be other than equal, based on a "user pays" principle. It is just and equitable for lot owners to contribute to the costs of their Body Corporate in a proportion equivalent to the share of the costs that are:

- (a) Incurred by the Body Corporate because of the particular lot, or
- (b) Benefiting the lot.

The approach requires a line-by-line analysis of the costs in the financial statements and an assessment as to whether benefit or causation is the most appropriate factor when attributing that cost.

A line-by-line analysis has occurred for the budgeted expenditure. This line-by-line analysis identified costs, in the sinking fund forecast, that should be shared between lots on a basis other than equally. These costs were categorised as "support and shelter costs."

Lot 39 on SP 170901	164	164
Lot 40 on SP 170901	164	158
Lot 41 on SP 170901	164	158
Lot 42 on SP 170901	164	158
Lot 43 on SP 170901	164	158
Lot 44 on SP 170901	164	164
Lot 45 on SP 170901	164	164
Lot 46 on SP 170901	164	164
Lot 47 on SP 170901	164	158
Lot 48 on SP 170901	164	158
Lot 49 on SP 170901	164	158
Lot 50 on SP 170901	164	158
Lot 51 on SP 170901	164	158
Lot 52 on SP 170901	164	158
Lot 53 on SP 170901	164	158
Lot 54 on SP 170901	164	158
Lot 55 on SP 170901	164	158
Lot 56 on SP 170901	164	158
Lot 57 on SP 170901	176	199
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Support and shelter costs

Typically, these are the types of costs that would occur regularly in community title schemes and would require contribution lot entitlements to be other than equal. However, these types of costs are only a small proportion of a typical budget and would justify only a minor variation from the equal assumption.

In a building formal plan the body corporate is required to maintain the exterior of the lot and the utility infrastructure. For example, lots with exteriors of differing shapes, sizes and styles will place a varying drain on the resources of the Body Corporate. Also larger lots will have a larger drain on the costs of maintaining and providing the utility infrastructure. We believe this is what is directly meant by Subsection 46(8(b)) when it provides that regard must be had to the nature, features and characteristics of the lots included in the Scheme. Consequently contribution lot entitlements should be, and are, unequal to this extent for the manager's lot, which is of a size and character substantially different to the other townhouse lots.

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

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

SCHEDULE C BY-LAWS

1. **Noise.** The Occupier of a Lot must not create noise likely to interfere with the peaceful enjoyment of a person lawfully on another lot or the common property
2. **Vehicles.**
 - (1) The occupier of a lot is permitted to park one vehicle:
 - (a) on the common area in front of their garage, providing the vehicle doesn't cause any interference with traffic flow within the complex
 - or
 - (b) in the designated visitor parking areas.
 - (2) The occupier is not permitted to allow an invitee to park a vehicle, or allow a vehicle to stand on the common property except for the designated visitor parking which must remain available at all times for the use of visitors' vehicles. In any event, visitors must not stand a vehicle in the designated visitor parking for more than 24 hours.
 - (3) Where a vehicle has been parked on the common property (including designated visitor parking areas) in contravention of this by-law, the Body Corporate may have the vehicle towed without reference to the occupier or invitee.
 - (4) Vehicles parked in the complex must have the appearance of being in good condition (e.g. no wrecks, badly damaged, on blocks, engines missing, etc)
3. **Obstruction.** The occupier of a lot must not obstruct lawful use of common property by someone else.
4. **Damage to lawns etc.** The occupier of a lot must not, without the Body Corporate's written approval
 - (a) damage any lawn, garden, tree, shrub, plant or flower on the common property;
 - (b) use part of the common property as a garden

The approval must state the period for which it is given. However the Body Corporate may cancel the approval by giving seven (7) days notice to the occupier.
5. **Damage to common property.**
 - (a) An occupier of a lot must not, without the Body Corporate's written approval, mark, plant, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the common property.
 - (b) However an occupier may install a locking or safety device to protect the lot against intruders, or a screen to prevent any entry of animals or insects, if the device or screen is soundly built and is consistent with the colour style and materials of the building.
 - (c) The owner of a lot must keep a device installed under subsection (b) in good order and repair.
6. **Behaviour of Invitees.** An occupier of a lot must take reasonable steps to ensure that the occupier's invitees do not behave in a manner likely to interfere with the peaceful enjoyment of another lot or common property.

Support and shelter costs

Typically, these are the types of costs that would occur regularly in community title schemes and would require contribution lot entitlements to be other than equal. However, these types of costs are only a small proportion of a typical budget and would justify only a minor variation from the equal assumption.

In a building formal plan the body corporate is required to maintain the exterior of the lot and the utility infrastructure. For example, lots with exteriors of differing shapes, sizes and styles will place a varying drain on the resources of the Body Corporate. Also larger lots will have a larger drain on the costs of maintaining and providing the utility infrastructure. We believe this is what is directly meant by Subsection 46(8(b)) when it provides that regard must be had to the nature, features and characteristics of the lots included in the Scheme. Consequently contribution lot entitlements should be, and are, unequal to this extent for the manager's lot, which is of a size and character substantially different to the other townhouse lots.

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

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

SCHEDULE C BY-LAWS

1. **Noise.** The Occupier of a Lot must not create noise likely to interfere with the peaceful enjoyment of a person lawfully on another lot or the common property
2. **Vehicles.**
 - (1) The occupier of a lot is permitted to park one vehicle:
 - (a) on the common area in front of their garage, providing the vehicle doesn't cause any interference with traffic flow within the complex
 - or
 - (b) in the designated visitor parking areas.
 - (2) The occupier is not permitted to allow an invitee to park a vehicle, or allow a vehicle to stand on the common property except for the designated visitor parking which must remain available at all times for the use of visitors' vehicles. In any event, visitors must not stand a vehicle in the designated visitor parking for more than 24 hours.
 - (3) Where a vehicle has been parked on the common property (including designated visitor parking areas) in contravention of this by-law, the Body Corporate may have the vehicle towed without reference to the occupier or invitee.
 - (4) Vehicles parked in the complex must have the appearance of being in good condition (e.g. no wrecks, badly damaged, on blocks, engines missing, etc)
3. **Obstruction.** The occupier of a lot must not obstruct lawful use of common property by someone else.
4. **Damage to lawns etc.** The occupier of a lot must not, without the Body Corporate's written approval
 - (a) damage any lawn, garden, tree, shrub, plant or flower on the common property;
 - (b) use part of the common property as a garden

The approval must state the period for which it is given. However the Body Corporate may cancel the approval by giving seven (7) days notice to the occupier.
5. **Damage to common property.**
 - (a) An occupier of a lot must not, without the Body Corporate's written approval, mark, plant, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the common property.
 - (b) However an occupier may install a locking or safety device to protect the lot against intruders, or a screen to prevent any entry of animals or insects, if the device or screen is soundly built and is consistent with the colour style and materials of the building.
 - (c) The owner of a lot must keep a device installed under subsection (b) in good order and repair.
6. **Behaviour of Invitees.** An occupier of a lot must take reasonable steps to ensure that the occupier's invitees do not behave in a manner likely to interfere with the peaceful enjoyment of another lot or common property.

7. **Leaving of Rubbish etc. on the Common Property.** The occupier of a lot must not leave rubbish or other materials on the common property in a way or place likely to interfere with the peaceful enjoyment of the common property.
8. **Appearance of Lot.**
- (a) The occupier of a lot must not, without the Body Corporate's written approval, make a change to the external appearance of the lot.
 - (b) The occupier of a lot must not, without the Body Corporate's written approval:-
 - (i) Hang washing, bedding or another cloth article if the article is visible from another lot or the common property, or outside the scheme land; or
 - (ii) Display a sign, advertisement, placard, banner, pamphlet or similar article if the article is visible from another lot or the common property, or outside the scheme land, the erection of a sign or advertising hoarding may require approval from the Caboolture Shire Council.
 - (iii) Install an air condition system
9. **Storage of Flammable Materials.**
- (a) The occupier of a lot must not, without the Body Corporate's written approval, store a flammable substance on the common property.
 - (b) The occupier of a lot must not, without the Body Corporate's written approval, store a flammable substance on the lot unless the substance is used or intended for use for domestic purposes.
 - (c) However, this By-law does not apply to the storage of fuel in:
 - (i) The fuel tank of a vehicle, boat or internal combustion engine; or
 - (ii) A tank kept on a vehicle or boat in which the fuel is stored under the requirements of the law regulating the storage of flammable liquid.
10. **Garbage Disposal.**
- (a) Unless the Body Corporate provides some other way of garbage disposal, the occupier of a lot must keep a receptacle for garbage in a clean and dry condition and adequately covered on the lot, or on any exclusive use common property allocated to the lot. The receptacle must not be visible.
 - (b) The occupier of a lot must:
 - (i) comply with all local government laws about disposal of garbage;
 - (ii) ensure that the occupier does not, in disposing garbage, adversely affect the health, hygiene or comfort of the occupiers of other lots; and
 - (iii) place garbage bins in the designated bin pick up area on the day for collection and remove them from common property.
11. **Keeping of Animals.**
- 11.1 Subject to section 181 of the Act, an occupier (owner or tenant) is entitled to keep pets on a lot provided such pets can be safely and humanely housed within the lot and not cause unreasonable nuisance, noise, injury to persons or damage to property. Tenants will require the prior approval of the lot owner before any pet can be brought in to the lot. A lot owner's decision does not require explanation.
- 11.2 Any approval given under By-law 11.1 is subjected to the following conditions:-
- (a) Each lot owner or occupier is liable to all other lot owners and occupiers for any unreasonable nuisance, noise, injury to any person or damage to any property caused by any pet brought or kept upon the Scheme land by that lot owner or occupier of a lot.
 - (b) The pet must be properly restrained and controlled at all times when outside the lot.
 - (c) Each lot owner is absolutely responsible to clean up after any pets brought or kept at the scheme land by that lot owner or occupier.

7. **Leaving of Rubbish etc. on the Common Property.** The occupier of a lot must not leave rubbish or other materials on the common property in a way or place likely to interfere with the peaceful enjoyment of the common property.
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 - (b) The occupier of a lot must not, without the Body Corporate's written approval:-
 - (i) Hang washing, bedding or another cloth article if the article is visible from another lot or the common property, or outside the scheme land; or
 - (ii) Display a sign, advertisement, placard, banner, pamphlet or similar article if the article is visible from another lot or the common property, or outside the scheme land, the erection of a sign or advertising hoarding may require approval from the Caboolture Shire Council.
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 - (c) However, this By-law does not apply to the storage of fuel in:
 - (i) The fuel tank of a vehicle, boat or internal combustion engine; or
 - (ii) A tank kept on a vehicle or boat in which the fuel is stored under the requirements of the law regulating the storage of flammable liquid.
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 - (b) The pet must be properly restrained and controlled at all times when outside the lot.
 - (c) Each lot owner is absolutely responsible to clean up after any pets brought or kept at the scheme land by that lot owner or occupier.

- (d) Each lot owner or occupier must make every attempt to minimise the adverse impact of such pets (particularly cats) on fauna in the lots and on common property.
 - (e) Any approval extends to the individual animal specified in the approval.
 - (f) If any of the preceding clauses, 11.3.1 to 11.3.5, are breached, the Committee will breach the owner of lot occupier. After giving two warnings to the lot owner or occupier for the same breach, the Committee can require the immediate and permanent removal of the pet from the Scheme land.
12. **By-Laws to be exhibited.** A copy of these By-Laws (or a précis thereof approved by the Committee) shall be exhibited in a prominent place in any lot made available for letting.
13. **Swimming Pool.**
- 13.1 The rules for use of any swimming pool area on the Common Property are:
- (a) it must not be used between 9.30pm and 7.00am; and
 - (b) your guests must be accompanied by you; and
 - (c) things made of glass must not be taken inside the swimming pool enclosure; and
 - (d) doors and gates to any swimming pool enclosure must be kept closed.
- The Committee may close the swimming pool area for Maintenance or similar purposes.
- 13.2 You must clean any mess you make while using the swimming pool area and remove your garbage.
14. **Common Property.**
- 14.1 The Body Corporate may:
- (a) designate any appropriate part of the Common Property to be used as a store room; and
 - (b) determine rules (for security purposes only) under which people are given access to a store room.
- 14.2 The Body Corporate must ensure:
- (a) electrical substations or control panels; and
 - (b) fire service control panels; and
 - (c) telephone exchanges; and
 - (d) other services to the Lots and Common Property
- Are kept locked unless there is a legal requirement to the contrary. You must not enter or open those areas without the consent of the Body Corporate.
- 14.3 The Body Corporate may use appropriate parts of the Common Property to store equipment used for the performance of the Body Corporate's duties in respect of the Common Property. Any such areas may be locked and access is prohibited without the authority of the Body Corporate.
- 14.4 A person appointed by the Body Corporate as caretaker and letting agent for the building may use the Manager's Lot to provide caretaking services for the Body Corporate and to let units in the building.
- 14.5 Subject to by-law 14.4, you must not use a Lot or the Common Property to conduct a business of letting units in the building.
- 14.6 The Body Corporate may enter into an agreement with a person allowing or requiring that person to conduct a letting business from a Lot. The agreement may:
- (a) bind the Body Corporate to enforce by-law 14.6; and
 - (b) allow the person to provide other services to occupiers of units in the Building, such as the collection of dry cleaning, cleaning, hiring line, beds, furniture and electrical equipment; and
 - (c) authorise the person to erect signage for the letting business on the common property; and

- (d) Each lot owner or occupier must make every attempt to minimise the adverse impact of such pets (particularly cats) on fauna in the lots and on common property.
 - (e) Any approval extends to the individual animal specified in the approval.
 - (f) If any of the preceding clauses, 11.3.1 to 11.3.5, are breached, the Committee will breach the owner of lot occupier. After giving two warnings to the lot owner or occupier for the same breach, the Committee can require the immediate and permanent removal of the pet from the Scheme land.
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 - (b) your guests must be accompanied by you; and
 - (c) things made of glass must not be taken inside the swimming pool enclosure; and
 - (d) doors and gates to any swimming pool enclosure must be kept closed.
- The Committee may close the swimming pool area for Maintenance or similar purposes.
- 13.2 You must clean any mess you make while using the swimming pool area and remove your garbage.
14. **Common Property.**
- 14.1 The Body Corporate may:
- (a) designate any appropriate part of the Common Property to be used as a store room; and
 - (b) determine rules (for security purposes only) under which people are given access to a store room.
- 14.2 The Body Corporate must ensure:
- (a) electrical substations or control panels; and
 - (b) fire service control panels; and
 - (c) telephone exchanges; and
 - (d) other services to the Lots and Common Property
- Are kept locked unless there is a legal requirement to the contrary. You must not enter or open those areas without the consent of the Body Corporate.
- 14.3 The Body Corporate may use appropriate parts of the Common Property to store equipment used for the performance of the Body Corporate's duties in respect of the Common Property. Any such areas may be locked and access is prohibited without the authority of the Body Corporate.
- 14.4 A person appointed by the Body Corporate as caretaker and letting agent for the building may use the Manager's Lot to provide caretaking services for the Body Corporate and to let units in the building.
- 14.5 Subject to by-law 14.4, you must not use a Lot or the Common Property to conduct a business of letting units in the building.
- 14.6 The Body Corporate may enter into an agreement with a person allowing or requiring that person to conduct a letting business from a Lot. The agreement may:
- (a) bind the Body Corporate to enforce by-law 14.6; and
 - (b) allow the person to provide other services to occupiers of units in the Building, such as the collection of dry cleaning, cleaning, hiring line, beds, furniture and electrical equipment; and
 - (c) authorise the person to erect signage for the letting business on the common property; and

(d) be included in an agreement appointing a person to be a service contractor for the Body Corporate.

15. Exclusive use areas.

- 15.1 The registered owners of the Lots set out in Schedule E are entitled to the exclusive use and enjoyment of the areas marked on the attached plan "A" for the purpose set out in schedule E.
- 15.2 You are responsible for cleaning and day to day maintenance of your exclusive use areas (if any) and the Body Corporate is responsible for structural repairs of these areas. If the occupier fails to clean and maintain the exclusive use area (eg. The garden/lawn of an exclusive use area courtyard is not looked after to the required standard) the Body Corporate may enter upon the area and restore it to the appropriate standard, and the cost of the restoration charged to the owner of the lot.
16. **Compliance by Tenants.** The duties and obligations imposed by these By-Laws on a proprietor of a lot shall be observed not only by the owner but by the proprietors, tenants, agents, servants, employees, agents, children, invitees and licensees.
17. **Complaints or Applications.** All complaints or applications to the Body Corporate or its Committee must be addressed in writing to the Secretary or to the Body Corporate Manager of the Body Corporate.
18. **Pay Television.** The Body Corporate may allow a suitably qualified person approved by the committee to install all cabling, wiring, ducting, conduits, amplifiers and any other necessary equipment to the parcel to enable unit owners to connect to cable television. The Body Corporate is authorised to enter into agreements about the subject matter by this By-law.
19. **Bank Overdraft.** Without derogating from any powers, authorities, duties and functions conferred or imposed on it by or under the Body Corporate and Community Management Act or elsewhere under these By-laws, the committee of the Body Corporate shall be empowered to enter into agreement with the person or persons or corporation or corporations as the committee in its absolute discretion shall decide, to borrow monies or secure an overdraft account from a bank upon such terms and conditions as may be agreed upon by the parties.
20. **Recovery of Money Spent.** Where the Body Corporate expends money to make good damage or spends money to commence and engage in legal proceedings caused by a breach in the Act or elsewhere under these By-laws by any owner or the tenants, guests, servants, employees, agents, children, invitees or licensee of the proprietor or any of them, the committee shall be entitled to recover the amount and recover as a debt in any action in any Court of competent jurisdiction from the owner of the lot at the time when the breach occurred.
21. **Bad Debts.** A person (which expression shall extend to corporations) shall pay on demand the whole of the Body Corporate costs and expenses (including solicitor and own client costs) such amount deemed to be a liquidated debt due in recovering such levies or moneys duly levied upon that person by the corporate pursuant to the Body Corporate and Community Management Act 1997.
22. **Real Estate Signage.**
- 22.1 Real Estate signage is to be placed in the area designated by the Committee and shall remain in place for a period of not more than three months from the date of the property being place on the market.
- 22.2 Real Estate signage shall not remain on the property for a period greater than three months without written approval from the Committee.
- 22.3 Real Estate signage must be promptly removed within 10 days of the property being sold.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

Nil

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

Lot on Plan	Exclusive Use Area	Purpose
Lot 1 on SP 161493	That area marked "1A" on the attached Plan "A"	Courtyard
Lot 2 on SP 161493	That area marked "2A" on the attached Plan "A"	Courtyard
Lot 3 on SP 161493	That area marked "3A" on the attached Plan "A"	Courtyard
Lot 4 on SP 161493	That area marked "4A" on the attached Plan "A"	Courtyard
Lot 5 on SP 161493	That area marked "5A" on the attached Plan "A"	Courtyard

(d) be included in an agreement appointing a person to be a service contractor for the Body Corporate.

15. Exclusive use areas.

- 15.1 The registered owners of the Lots set out in Schedule E are entitled to the exclusive use and enjoyment of the areas marked on the attached plan "A" for the purpose set out in schedule E.
- 15.2 You are responsible for cleaning and day to day maintenance of your exclusive use areas (if any) and the Body Corporate is responsible for structural repairs of these areas. If the occupier fails to clean and maintain the exclusive use area (eg. The garden/lawn of an exclusive use area courtyard is not looked after to the required standard) the Body Corporate may enter upon the area and restore it to the appropriate standard, and the cost of the restoration charged to the owner of the lot.
16. **Compliance by Tenants.** The duties and obligations imposed by these By-Laws on a proprietor of a lot shall be observed not only by the owner but by the proprietors, tenants, agents, servants, employees, agents, children, invitees and licensees.
17. **Complaints or Applications.** All complaints or applications to the Body Corporate or its Committee must be addressed in writing to the Secretary or to the Body Corporate Manager of the Body Corporate.
18. **Pay Television.** The Body Corporate may allow a suitably qualified person approved by the committee to install all cabling, wiring, ducting, conduits, amplifiers and any other necessary equipment to the parcel to enable unit owners to connect to cable television. The Body Corporate is authorised to enter into agreements about the subject matter by this By-law.
19. **Bank Overdraft.** Without derogating from any powers, authorities, duties and functions conferred or imposed on it by or under the Body Corporate and Community Management Act or elsewhere under these By-laws, the committee of the Body Corporate shall be empowered to enter into agreement with the person or persons or corporation or corporations as the committee in its absolute discretion shall decide, to borrow monies or secure an overdraft account from a bank upon such terms and conditions as may be agreed upon by the parties.
20. **Recovery of Money Spent.** Where the Body Corporate expends money to make good damage or spends money to commence and engage in legal proceedings caused by a breach in the Act or elsewhere under these By-laws by any owner or the tenants, guests, servants, employees, agents, children, invitees or licensee of the proprietor or any of them, the committee shall be entitled to recover the amount and recover as a debt in any action in any Court of competent jurisdiction from the owner of the lot at the time when the breach occurred.
21. **Bad Debts.** A person (which expression shall extend to corporations) shall pay on demand the whole of the Body Corporate costs and expenses (including solicitor and own client costs) such amount deemed to be a liquidated debt due in recovering such levies or moneys duly levied upon that person by the corporate pursuant to the Body Corporate and Community Management Act 1997.
22. **Real Estate Signage.**
- 22.1 Real Estate signage is to be placed in the area designated by the Committee and shall remain in place for a period of not more than three months from the date of the property being place on the market.
- 22.2 Real Estate signage shall not remain on the property for a period greater than three months without written approval from the Committee.
- 22.3 Real Estate signage must be promptly removed within 10 days of the property being sold.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

Nil

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

Lot on Plan	Exclusive Use Area	Purpose
Lot 1 on SP 161493	That area marked "1A" on the attached Plan "A"	Courtyard
Lot 2 on SP 161493	That area marked "2A" on the attached Plan "A"	Courtyard
Lot 3 on SP 161493	That area marked "3A" on the attached Plan "A"	Courtyard
Lot 4 on SP 161493	That area marked "4A" on the attached Plan "A"	Courtyard
Lot 5 on SP 161493	That area marked "5A" on the attached Plan "A"	Courtyard

Lot 6 on SP 161493	That area marked "6A" on the attached Plan "A"	Courtyard
Lot 7 on SP 161493	That area marked "7A" on the attached Plan "A"	Courtyard
Lot 8 on SP 161493	That area marked "8A" on the attached Plan "A"	Courtyard
Lot 9 on SP 161493	That area marked "9A" on the attached Plan "A"	Courtyard
Lot 10 on SP 161493	That area marked "10A" on the attached Plan "A"	Courtyard
Lot 11 on SP 170901	That area marked "11A" on the attached Plan "A"	Courtyard
Lot 12 on SP 170901	That area marked "12A" on the attached Plan "A"	Courtyard
Lot 13 on SP 170901	That area marked "13A" on the attached Plan "A"	Courtyard
Lot 14 on SP 170901	That area marked "14A" on the attached Plan "A"	Courtyard
Lot 15 on SP 170901	That area marked "15A" on the attached Plan "A"	Courtyard
Lot 16 on SP 170901	That area marked "16A" on the attached Plan "A"	Courtyard
Lot 17 on SP 170901	That area marked "17A" on the attached Plan "A"	Courtyard
Lot 18 on SP 170901	That area marked "18A" on the attached Plan "A"	Courtyard
Lot 19 on SP 170901	That area marked "19A" on the attached Plan "A"	Courtyard
Lot 20 on SP 170901	That area marked "20A" on the attached Plan "A"	Courtyard
Lot 21 on SP 170901	That area marked "21A" on the attached Plan "A"	Courtyard
Lot 22 on SP 170901	That area marked "22A" on the attached Plan "A"	Courtyard
Lot 23 on SP 170901	That area marked "23A" on the attached Plan "A"	Courtyard
Lot 24 on SP 170901	That area marked "24A" on the attached Plan "A"	Courtyard
Lot 25 on SP 170901	That area marked "25A" on the attached Plan "A"	Courtyard
Lot 26 on SP 170901	That area marked "26A" on the attached Plan "A"	Courtyard
Lot 27 on SP 170901	That area marked "27A" on the attached Plan "A"	Courtyard
Lot 28 on SP 170901	That area marked "28A" on the attached Plan "A"	Courtyard
Lot 29 on SP 170901	That area marked "29A" on the attached Plan "A"	Courtyard
Lot 30 on SP 170901	That area marked "30A" on the attached Plan "A"	Courtyard
Lot 31 on SP 170901	That area marked "31A" on the attached Plan "A"	Courtyard
Lot 32 on SP 170901	That area marked "32A" on the attached Plan "A"	Courtyard
Lot 33 on SP 170901	That area marked "33A" on the attached Plan "A"	Courtyard
Lot 34 on SP 170901	That area marked "34A" on the attached Plan "A"	Courtyard
Lot 35 on SP 170901	That area marked "35A" on the attached Plan "A"	Courtyard
Lot 36 on SP 170901	That area marked "36A" on the attached Plan "A"	Courtyard
Lot 37 on SP 170901	That area marked "37A" on the attached Plan "A"	Courtyard
Lot 38 on SP 170901	That area marked "38A" on the attached Plan "A"	Courtyard

Lot 6 on SP 161493	That area marked "6A" on the attached Plan "A"	Courtyard
Lot 7 on SP 161493	That area marked "7A" on the attached Plan "A"	Courtyard
Lot 8 on SP 161493	That area marked "8A" on the attached Plan "A"	Courtyard
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Lot 36 on SP 170901	That area marked "36A" on the attached Plan "A"	Courtyard
Lot 37 on SP 170901	That area marked "37A" on the attached Plan "A"	Courtyard
Lot 38 on SP 170901	That area marked "38A" on the attached Plan "A"	Courtyard

Lot 39 on SP 170901	That area marked "39A" on the attached Plan "A"	Courtyard
Lot 40 on SP 170901	That area marked "40A" on the attached Plan "A"	Courtyard
Lot 41 on SP 170901	That area marked "41A" on the attached Plan "A"	Courtyard
Lot 42 on SP 170901	That area marked "42A" on the attached Plan "A"	Courtyard
Lot 43 on SP 170901	That area marked "43A" on the attached Plan "A"	Courtyard
Lot 44 on SP 170901	That area marked "44A" on the attached Plan "A"	Courtyard
Lot 45 on SP 170901	That area marked "45A" on the attached Plan "A"	Courtyard
Lot 46 on SP 170901	That area marked "46A" on the attached Plan "A"	Courtyard
Lot 47 on SP 170901	That area marked "47A" on the attached Plan "A"	Courtyard
Lot 48 on SP 170901	That area marked "48A" on the attached Plan "A"	Courtyard
Lot 49 on SP 170901	That area marked "49A" on the attached Plan "A"	Courtyard
Lot 50 on SP 170901	That area marked "50A" on the attached Plan "A"	Courtyard
Lot 51 on SP 170901	That area marked "51A" on the attached Plan "A"	Courtyard
Lot 52 on SP 170901	That area marked "52A" on the attached Plan "A"	Courtyard
Lot 53 on SP 170901	That area marked "53A" on the attached Plan "A"	Courtyard
Lot 54 on SP 170901	That area marked "54A" on the attached Plan "A"	Courtyard
Lot 55 on SP 170901	That area marked "55A" on the attached Plan "A"	Courtyard
Lot 56 on SP 170901	That area marked "56A" on the attached Plan "A"	Courtyard
Lot 57 on SP 170901	That area marked "57A" on the attached Plan "A"	Courtyard and storage

Lot 39 on SP 170901	That area marked "39A" on the attached Plan "A"	Courtyard
Lot 40 on SP 170901	That area marked "40A" on the attached Plan "A"	Courtyard
Lot 41 on SP 170901	That area marked "41A" on the attached Plan "A"	Courtyard
Lot 42 on SP 170901	That area marked "42A" on the attached Plan "A"	Courtyard
Lot 43 on SP 170901	That area marked "43A" on the attached Plan "A"	Courtyard
Lot 44 on SP 170901	That area marked "44A" on the attached Plan "A"	Courtyard
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Lot 46 on SP 170901	That area marked "46A" on the attached Plan "A"	Courtyard
Lot 47 on SP 170901	That area marked "47A" on the attached Plan "A"	Courtyard
Lot 48 on SP 170901	That area marked "48A" on the attached Plan "A"	Courtyard
Lot 49 on SP 170901	That area marked "49A" on the attached Plan "A"	Courtyard
Lot 50 on SP 170901	That area marked "50A" on the attached Plan "A"	Courtyard
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Lot 52 on SP 170901	That area marked "52A" on the attached Plan "A"	Courtyard
Lot 53 on SP 170901	That area marked "53A" on the attached Plan "A"	Courtyard
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Lot 55 on SP 170901	That area marked "55A" on the attached Plan "A"	Courtyard
Lot 56 on SP 170901	That area marked "56A" on the attached Plan "A"	Courtyard
Lot 57 on SP 170901	That area marked "57A" on the attached Plan "A"	Courtyard and storage

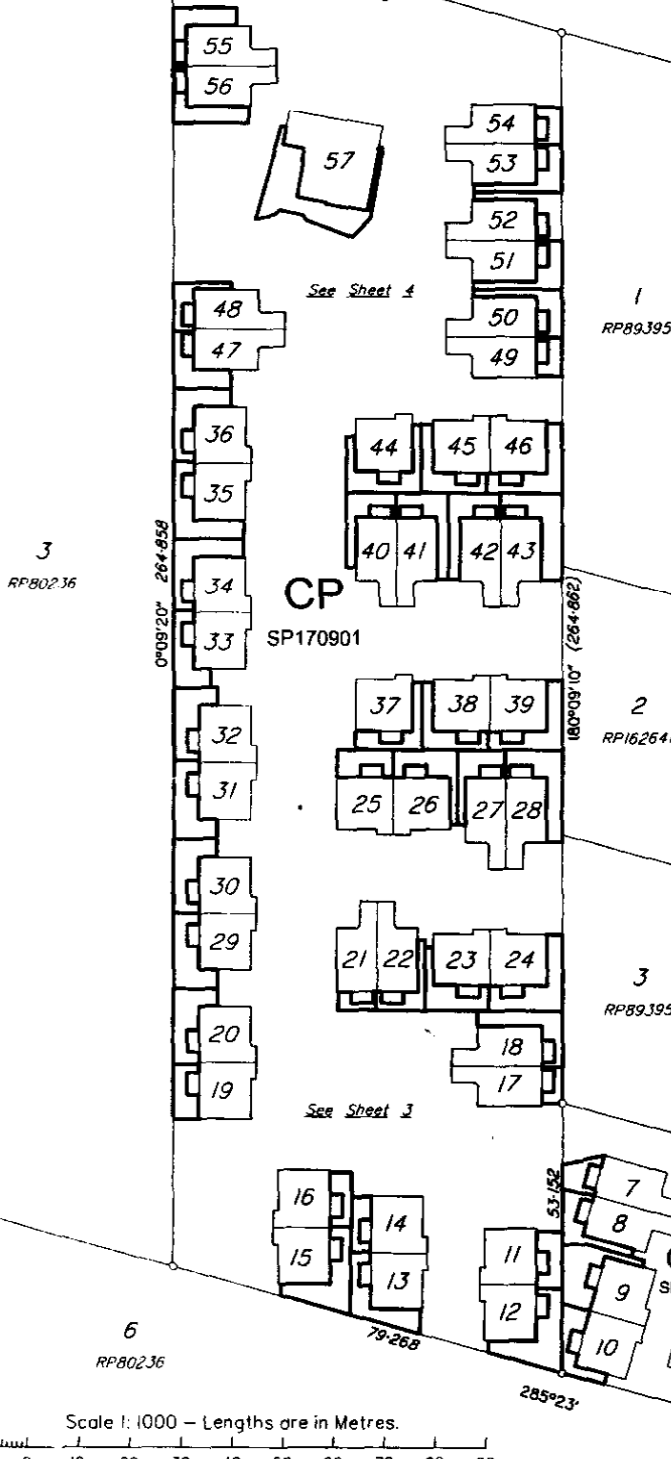
ASTONVILLA C.T.S. 32212

Sheet 10 of 13

LEVEL A

'A'

DECEPTION BAY ROAD
105°25'
79-256



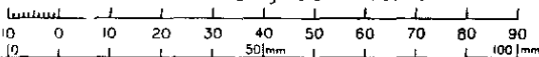
STEVE TOOHEY SURVEY PTY LTD ACN 088 495 354
certify that the details shown on this sketch
plan are correct.



10-06-05
Date

*Areas 1A-30A are fully bounded
by structural features.*

Scale 1:1000 - Lengths are in Metres.



PLAN OF EXCLUSIVE USE OF COMMON PROPERTY IN ASTONVILLA COMMUNITY TITLES SCHEME NO.32212

PARISH: **REDCLIFFE** COUNTY: **Stanley** LOCAL AUTHORITY: **CABOOLTURE S.C.**

Meridian: SP170901 Map Ref: 9543-43341 Scale: 1:1000

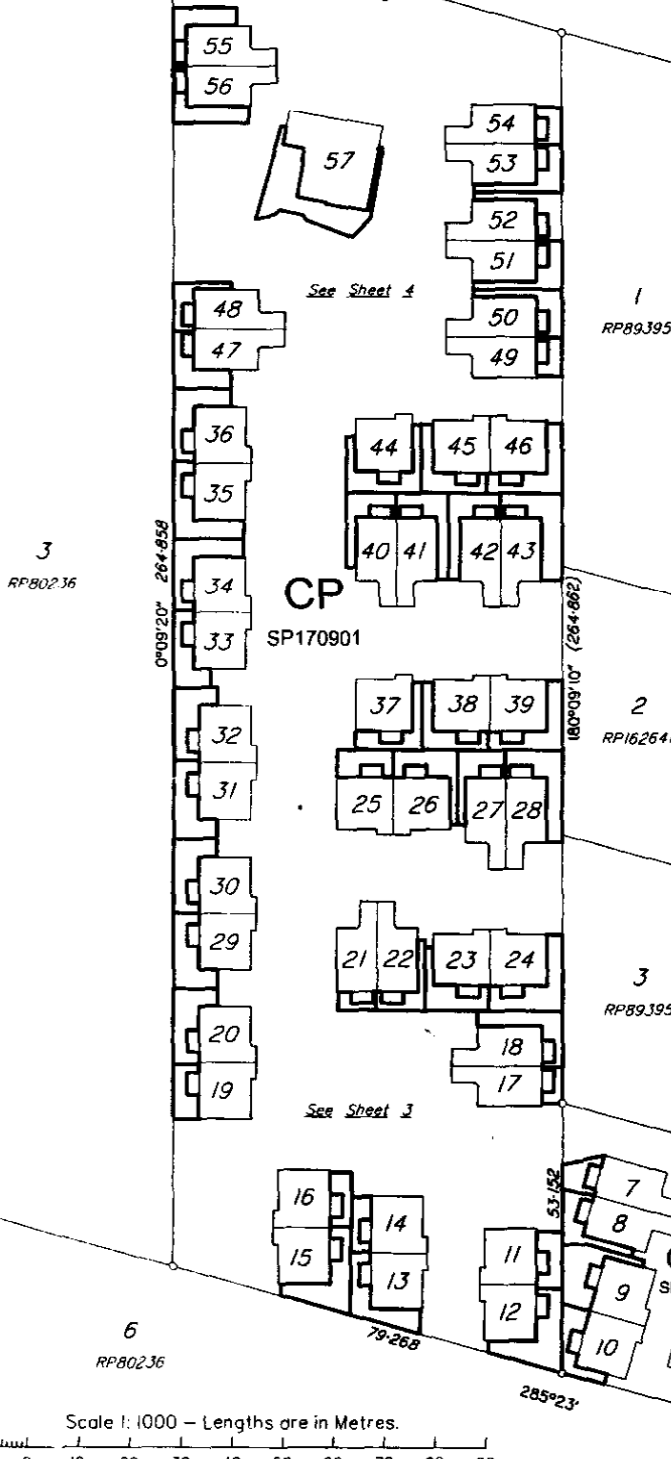
ASTONVILLA C.T.S. 32212

Sheet 10 of 13

LEVEL A

'A'

DECEPTION BAY ROAD
105°25'
79-256



STEVE TOOHEY SURVEY PTY LTD ACN 088 495 354
certify that the details shown on this sketch
plan are correct.



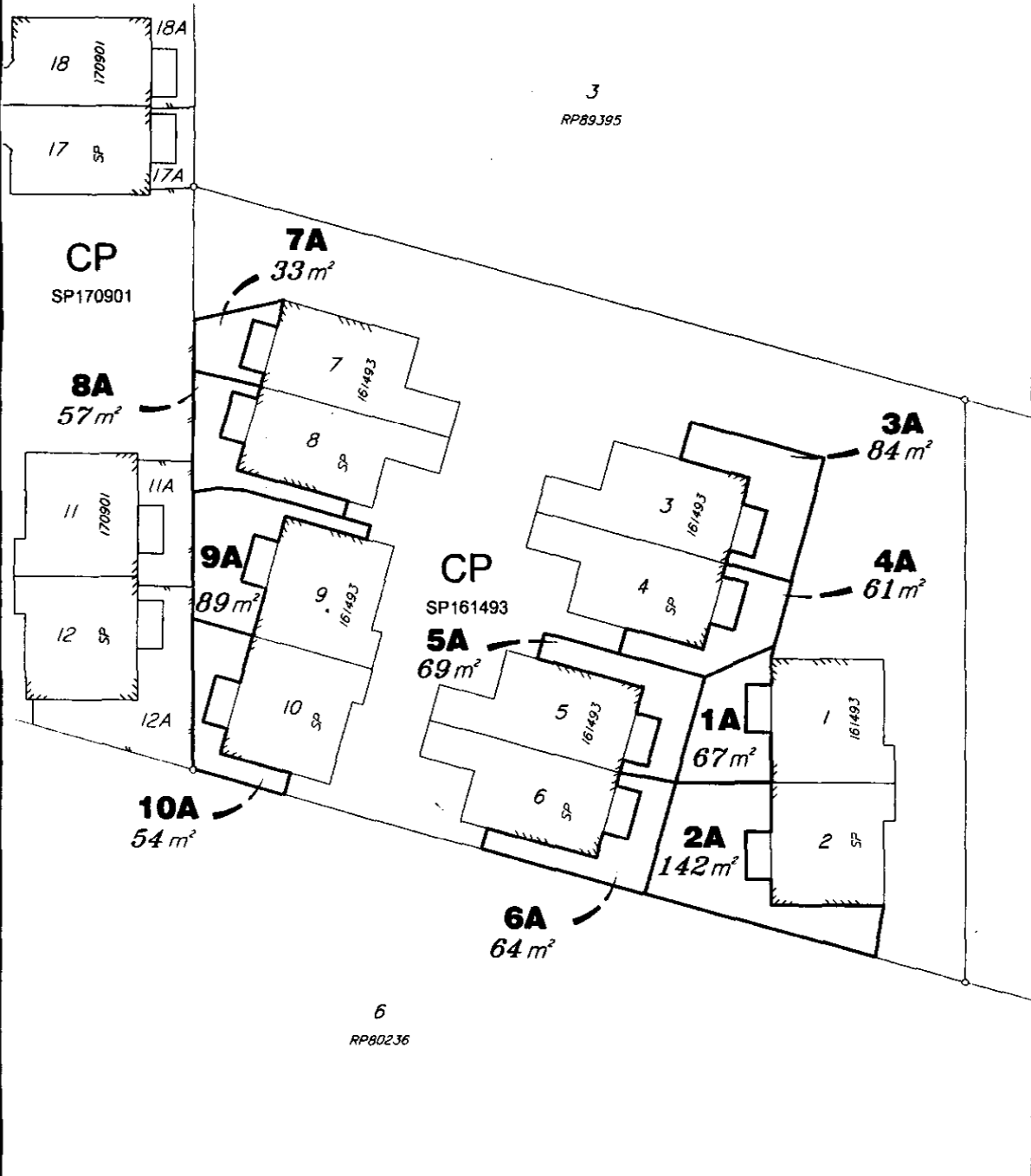
10-06-05
Date

*Areas 1A-30A are fully bounded
by structural features.*

PLAN OF EXCLUSIVE USE OF COMMON PROPERTY IN ASTONVILLA COMMUNITY TITLES SCHEME NO.32212

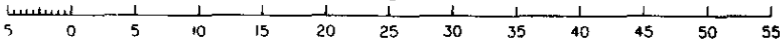
PARISH: **REDCLIFFE** COUNTY: **Stanley** LOCAL AUTHORITY: **CABOOLTURE S.C.**

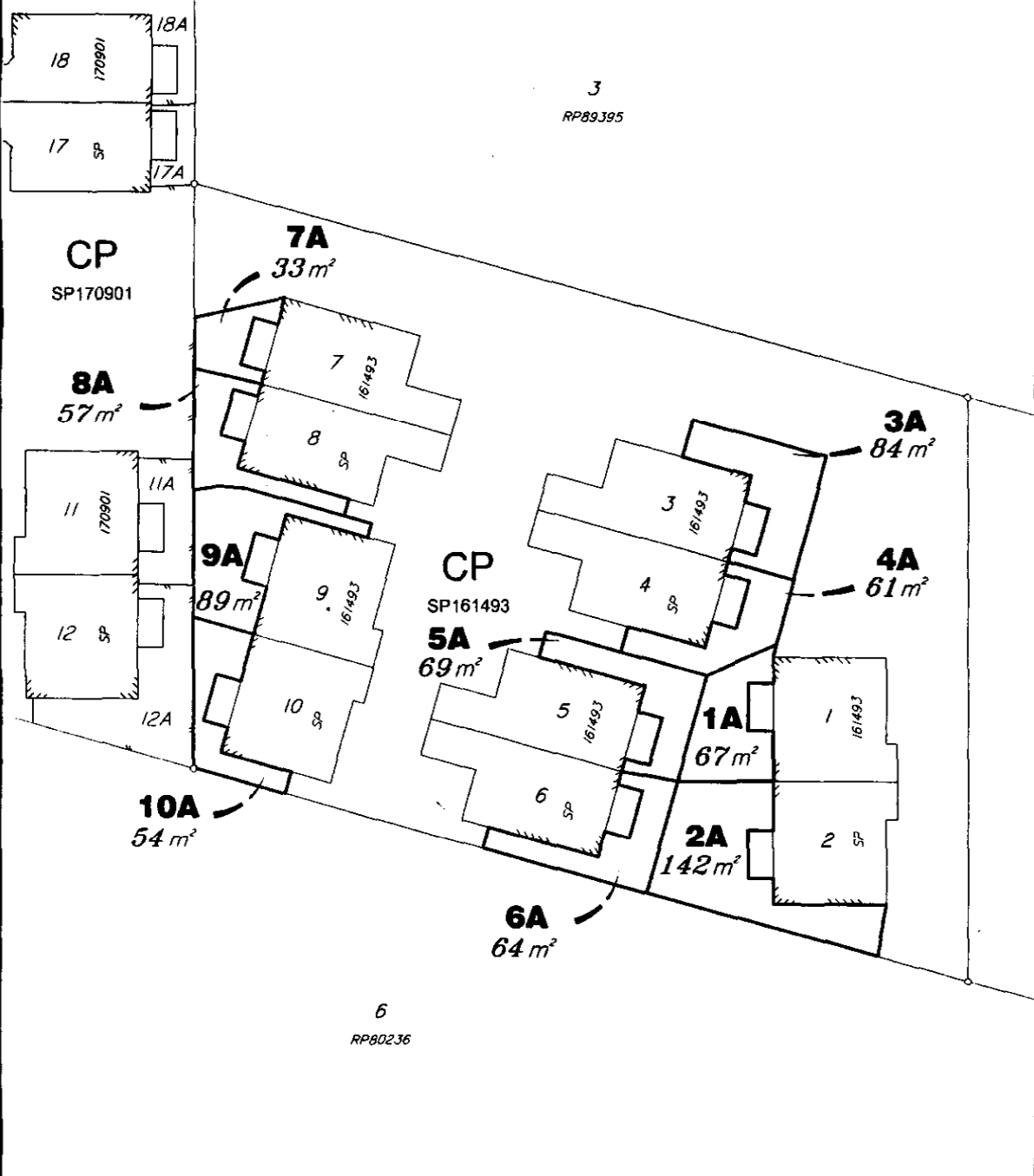
Meridian: SP170901 Map Ref: 9543-43341 Scale: 1:1000



Areas 1A-10A are fully bounded by structural features.

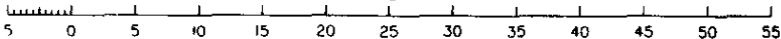
Scale 1:400 - Lengths are in Metres.



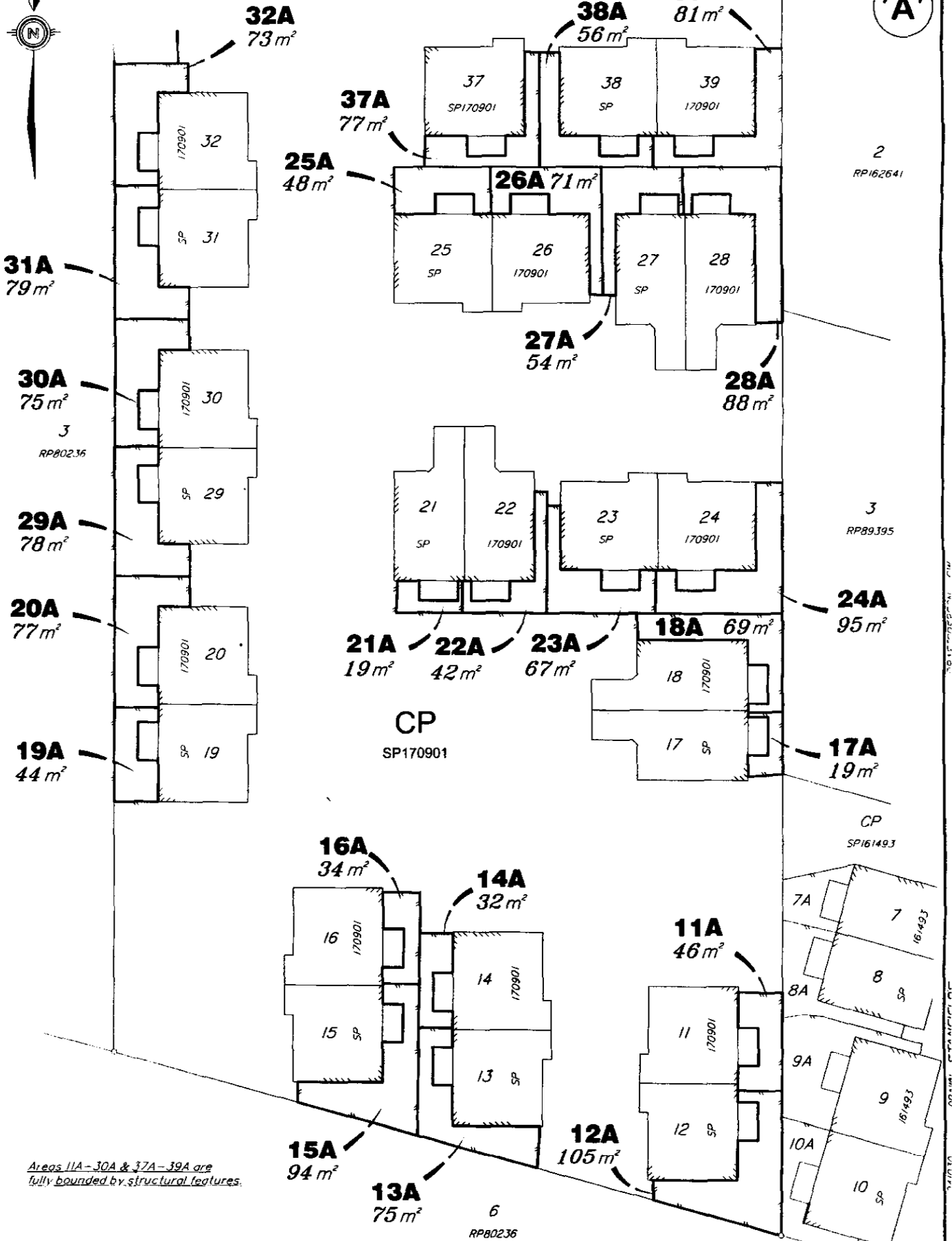


Areas 1A-10A are fully bounded by structural features.

Scale 1:400 - Lengths are in Metres.

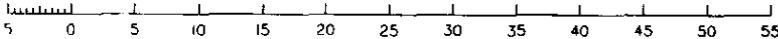


See Sheet 4

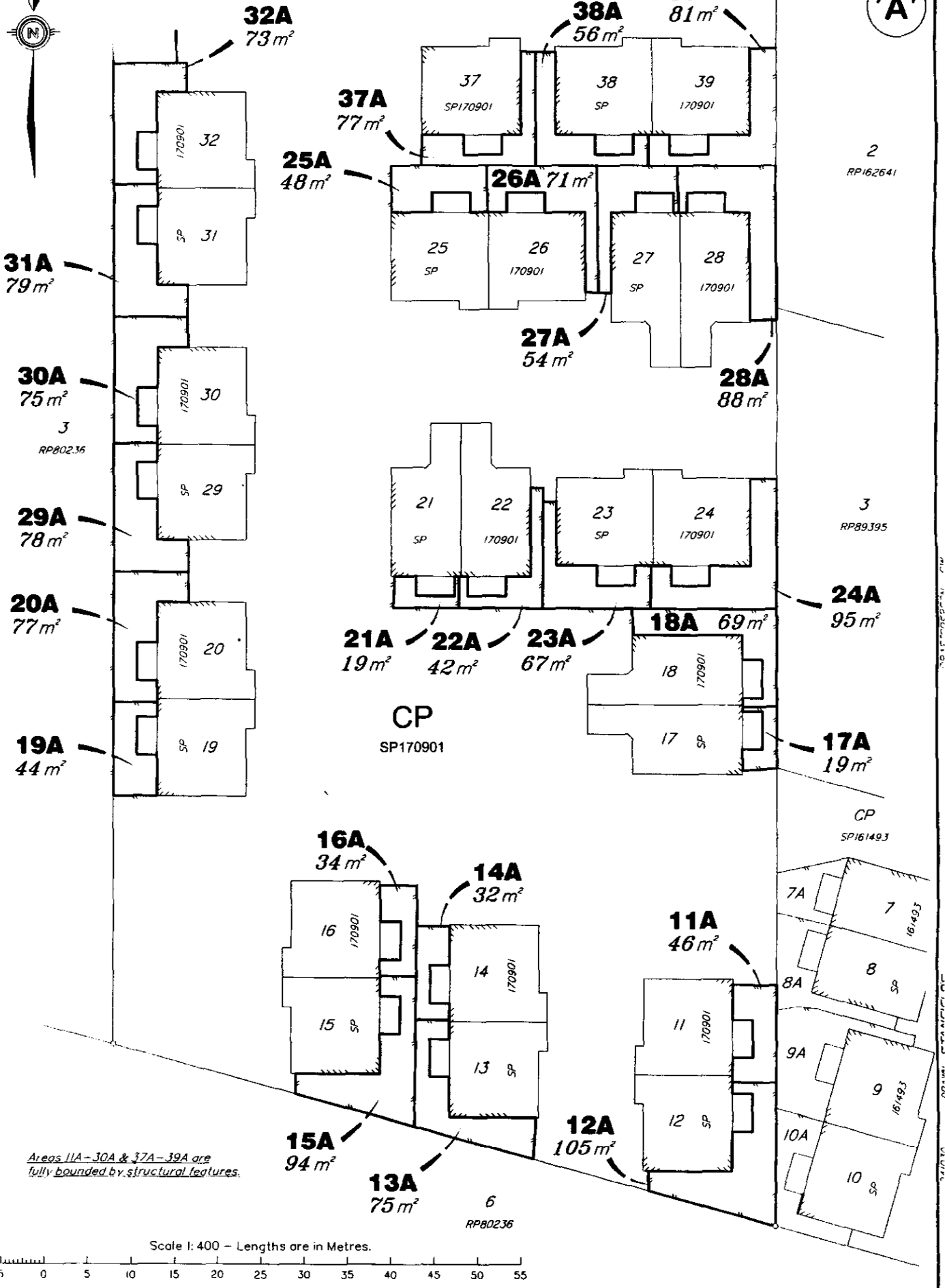


Areas 11A-30A & 37A-39A are fully bounded by structural features.

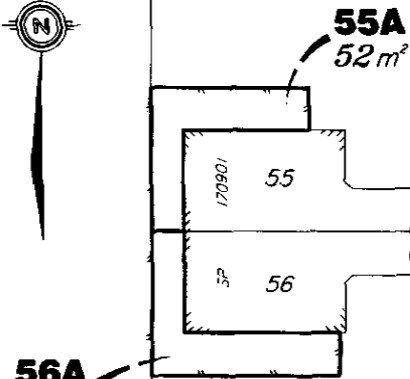
Scale 1:400 - Lengths are in Metres.



See Sheet 4

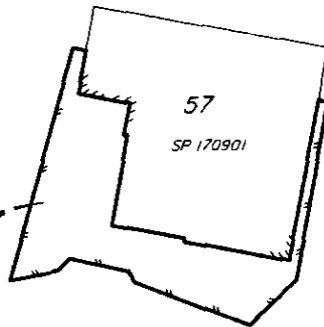


DECEPTION BAY ROAD



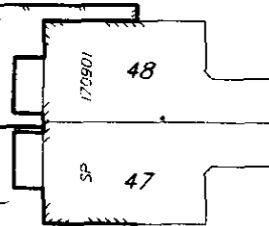
56A
60 m²

57A
182 m²



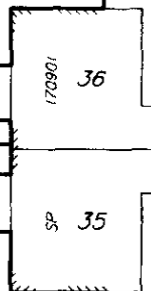
3
RPAC236

48A
38 m²



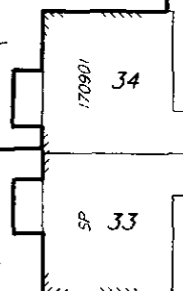
47A
72 m²

36A
82 m²



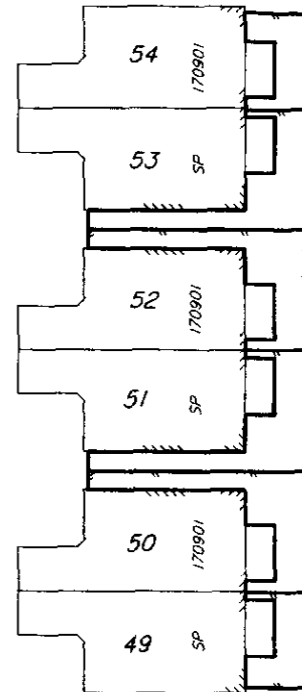
35A
98 m²

34A
91 m²



33A
74 m²

CP
SP170901



54A
28 m²

53A
55 m²

52A
57 m²

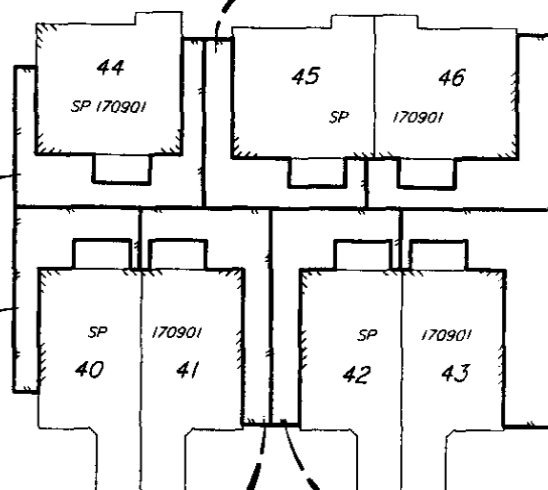
51A
56 m²

RP89395

50A
58 m²

49A
28 m²

45A
56 m²



44A
72 m²

40A
57 m²

46A
81 m²

43A
99 m²

41A
68 m²

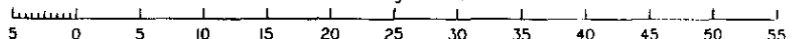
42A
68 m²

2
RP162641

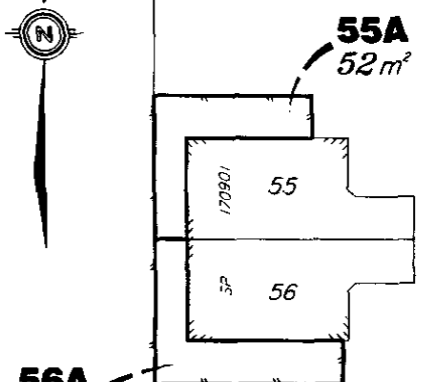
See Sheet 3

Areas 33A-36A & 40A-57A are fully bounded by structural features.

Scale 1: 400 - Lengths are in Metres.

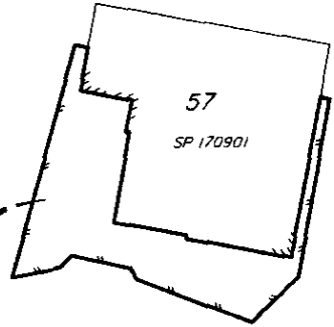


DECEPTION BAY ROAD

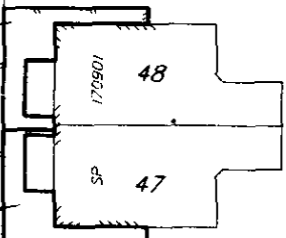


56A
60 m²

57A
182 m²

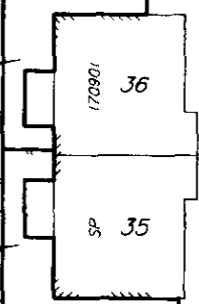


48A
38 m²



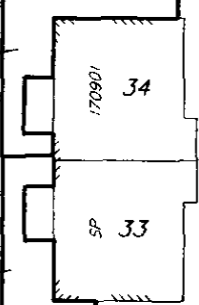
47A
72 m²

36A
82 m²



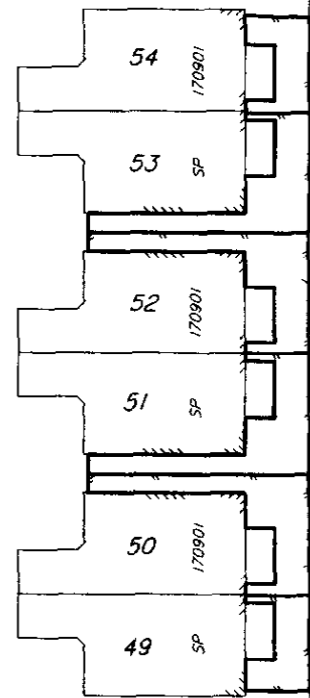
35A
98 m²

34A
91 m²



33A
74 m²

CP
SP170901



54A
28 m²

53A
55 m²

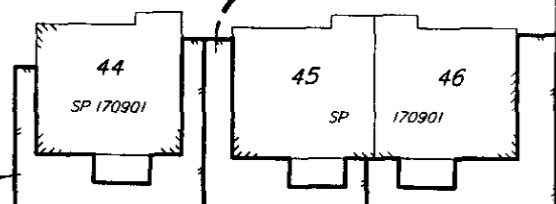
52A
57 m²

51A
56 m²

50A
58 m²

49A
28 m²

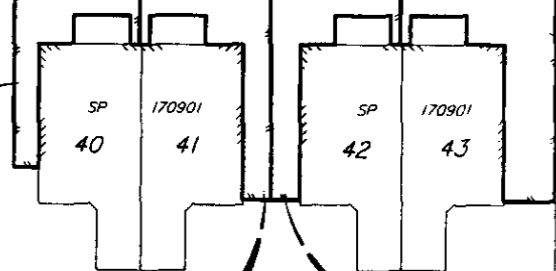
45A
56 m²



46A
81 m²

44A
72 m²

40A
57 m²



43A
99 m²

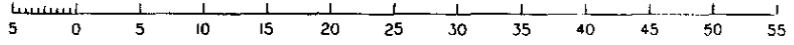
41A
68 m²

42A
68 m²

Areas 33A-36A & 40A-57A are fully bounded by structural features.

See Sheet 3

Scale 1: 400 - Lengths are in Metres.



2
RP162641

3
RPAC236

RP89395



Department of the Environment, Tourism, Science and Innovation (DETSI)
ABN 46 640 294 485
GPO Box 2454, Brisbane QLD 4001, AUSTRALIA
www.detsi.qld.gov.au

SEARCH RESPONSE
ENVIRONMENTAL MANAGEMENT REGISTER (EMR)
CONTAMINATED LAND REGISTER (CLR)

InfoTrack PTY LTD
PO Box 10314, Adelaide Street
Brisbane QLD 4001

Transaction ID: 51168334 EMR Site Id: 19 June 2026
Cheque Number:
Client Reference:

This response relates to a search request received for the site:
Lot: 40 Plan: SP170901
40/24 LIPSCOMBE RD
DECEPTION BAY

EMR RESULT

The above site is NOT included on the Environmental Management Register.

CLR RESULT

The above site is NOT included on the Contaminated Land Register.

ADDITIONAL ADVICE

All search responses include particulars of land listed in the EMR/CLR when the search was generated.
The EMR/CLR does NOT include:-

1. land which is contaminated land (or a complete list of contamination) if DETSI has not been notified
2. land on which a notifiable activity is being or has been undertaken (or a complete list of activities) if DETSI has not been notified

If you have any queries in relation to this search please email emr.clr.registry@detsi.qld.gov.au

Administering Authority

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

1. Pool safety certificate number

Identification number: PSC0283136

2. Location of the swimming pool

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

Street address:

24 LIPSCOMBE RD

DECEPTION BAY QLD

Postcode

4

5

0

8

Lot and plan details:

9999/SP/161493

Local government area:

MORETON BAY REGIONAL

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

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

No disability exemption applies; No impracticality exemption applies

No alternative solution applies

4. Pool properties

Shared pool

☒

Non-shared pool

☐

Number of pools

1

5. Pool safety certificate validity

Effective date:

0

4

/

0

2

/

2

0

2

6

Expiry date:

0

4

/

0

2

/

2

0

2

7

6. Certification

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

Name:

Mark Andrew FILDES

Pool safety inspector
licence number:

PS100728

Signature:

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

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

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

Privacy statement

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

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

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



Legend

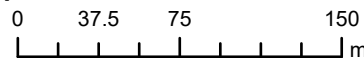
- BYDA Enquiry
- Detailed map page
- No dig site assets

Disclaimer: The Plan is provided in response to a Before You Dig request. While all reasonable care has been taken to ensure the accuracy of the information on this plan, its purpose is to provide a general indication of the location of City Of Moreton Bay infrastructure. The information provided may contain errors or omissions and the accuracy may not suit all users. A site inspection and investigation is recommended before commencement of any project based on this data.

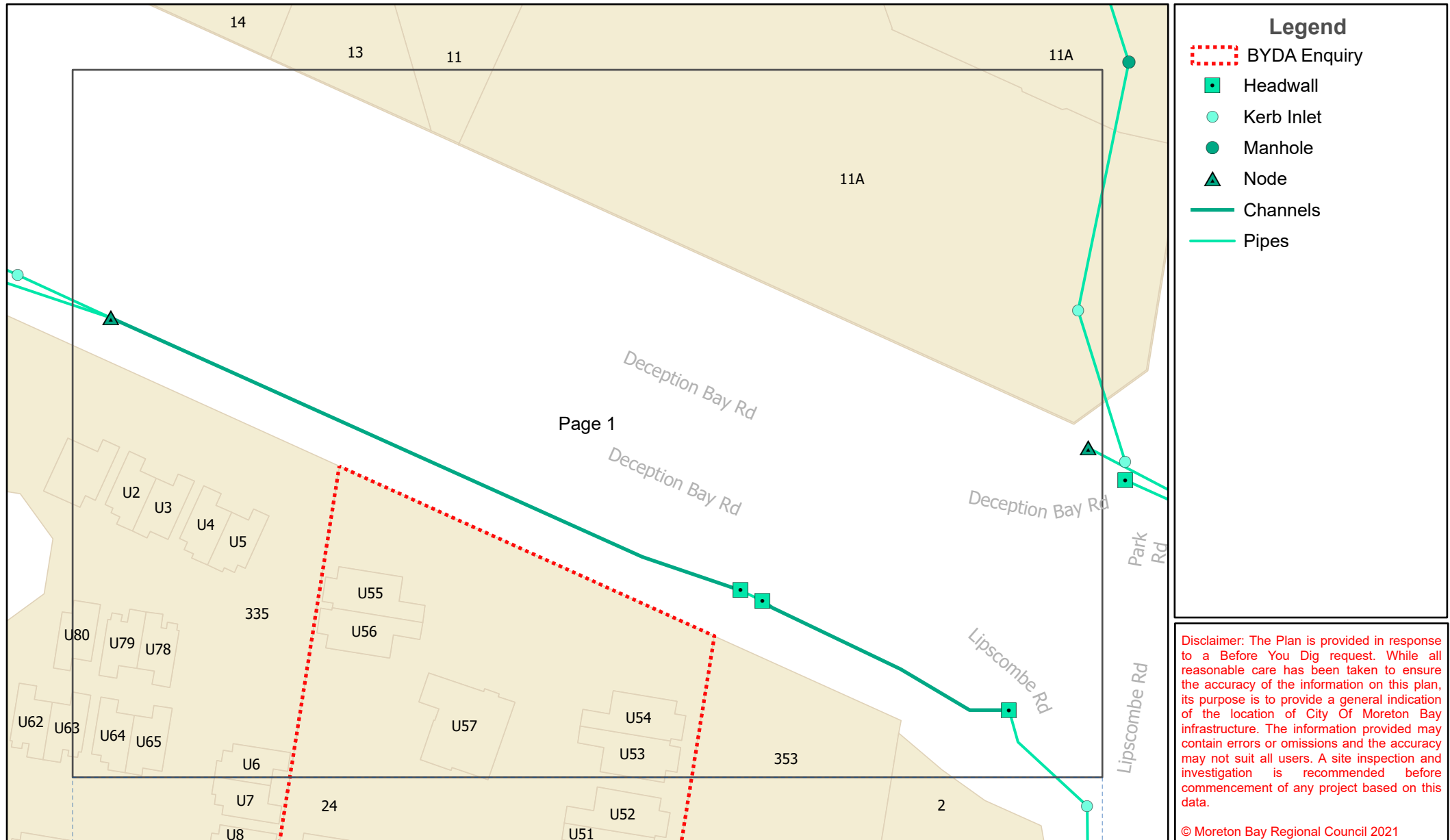
In an emergency contact City Of Moreton Bay on 1300 477 161

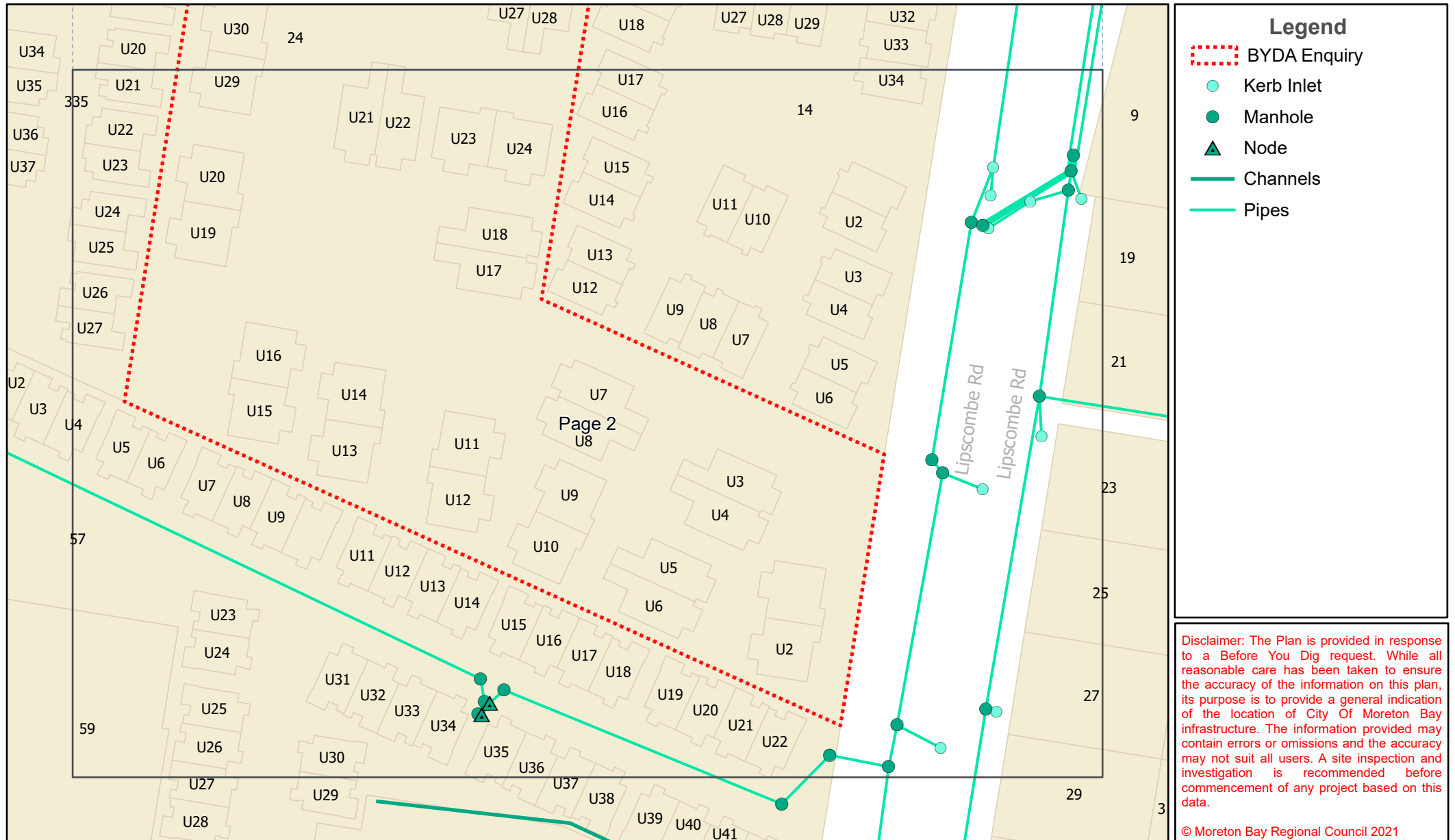
Index Sheet

Plans generated by SmarterWX™ Automate



Scale 1:3,500





UNITYWATER BYDA MAP

Sequence Number: 274831423
Job Number: 53476374
Printed On: 19/06/2026

Emergency Situations
Call Unitywater:
1300 086 489

This information on this plan is valid
for 30 days from "Printed On" date.

Legend

Extent of Unitywater Area

Water

- Water Pump Station
- Water Service
- Water Valve
- Water Pipe (Abandoned)
- Water Hydrant
- Water Fitting

Water Main

- Trunk Main
- Reticulation Main

Sewer

- Sewer Pump Station
- Sewer Maintenance Hole
- Sewer Valve
- Sewer Fitting

Sewer Gravity Main

- Trunk Main
- Reticulation Main
- Overflow Main
- Sewer Pipe (Abandoned)

Sewer Pressure Main

- Pressure Sewer
- Rising Main
- Vacuum Main
- Pressure Sewer Service
- Sewer Service

Recycled Water

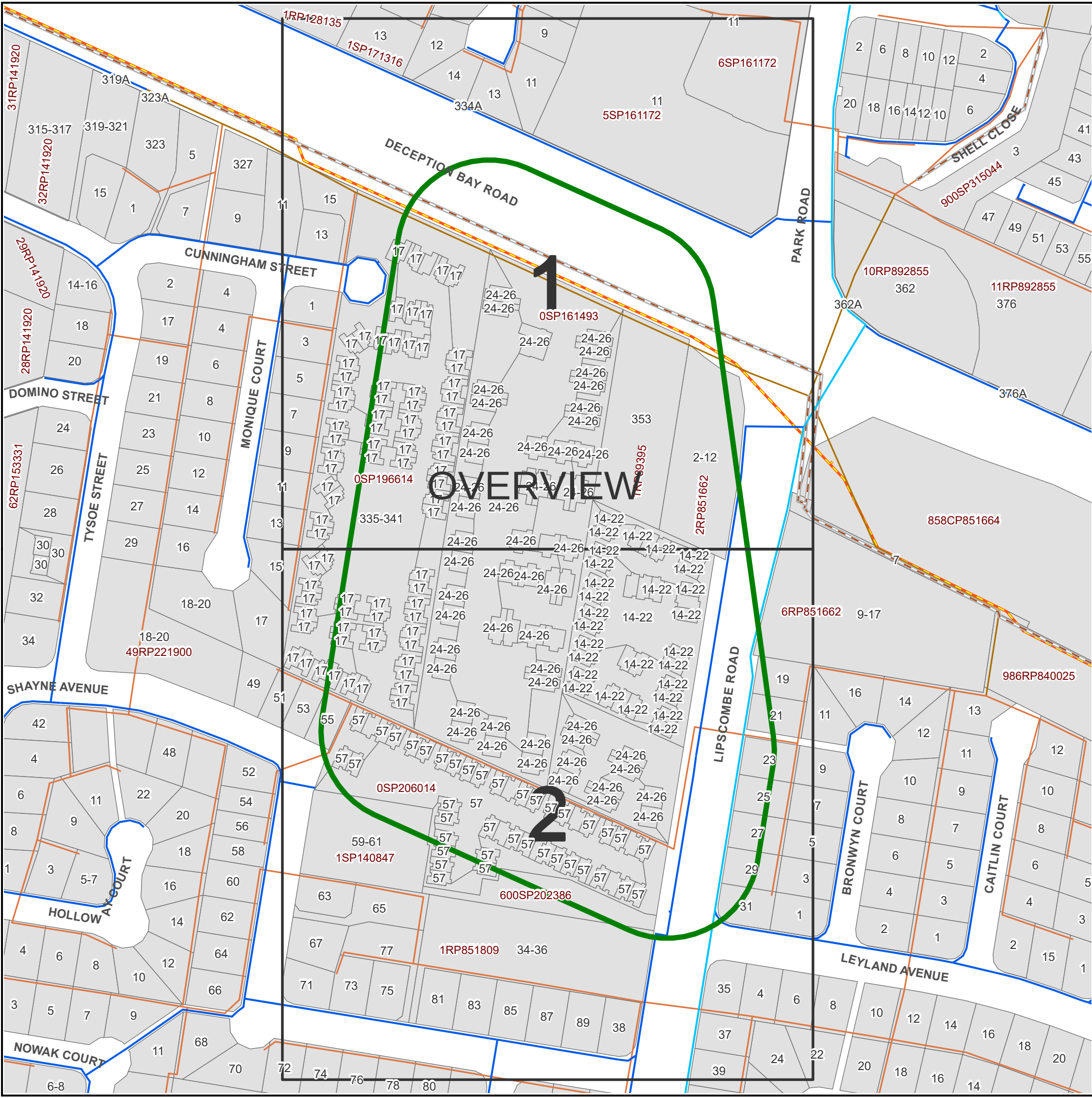
- Recycled Water Pump Station
- Recycled Water Valve
- Recycled Water Hydrant
- Recycled Water Fitting
- Recycled Water Pipe (Abandoned)
- Recycled Water Main

Scale: 1:2050
(If printed at 100%
on A3 size paper)



Before You Dig Australia
PO Box 953
Caboolture QLD 4510
Inquiries: 1300 0 Unity (1300 086 489) Email: dbyd@unitywater.com

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UNITYWATER BYDA MAP

Sequence Number: 274831423
Job Number: 53476374
Printed On: 19/06/2026

Emergency Situations
Call Unitywater:
1300 086 489

This information on this plan is valid
for 30 days from "Printed On" date.

Legend

Extent of Unitywater Area

Water

Water Pump Station

Water Service

Water Valve

Water Pipe (Abandoned)

Water Hydrant

Water Fitting

Water Main

Trunk Main

Reticulation Main

Sewer

Sewer Pump Station

Sewer Maintenance Hole

Sewer Valve

Sewer Fitting

Sewer Gravity Main

Trunk Main

Reticulation Main

Overflow Main

Sewer Pipe (Abandoned)

Sewer Pressure Main

Pressure Sewer

Rising Main

Vacuum Main

Pressure Sewer Service

Sewer Service

Recycled Water

Recycled Water Pump Station

Recycled Water Valve

Recycled Water Hydrant

Recycled Water Fitting

Recycled Water Pipe (Abandoned)

Recycled Water Main

Map Tile: 1
Scale: 1:1000
(If printed at 100%
on A3 size paper)

Before You Dig Australia
PO Box 953
Caboolture QLD 4510
Inquiries: 1300 0 Unity (1300 086 489) Email: dbyd@unitywater.com

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UNITYWATER BYDA MAP

Sequence Number: 274831423

Job Number: 53476374

Printed On: 19/06/2026

Emergency Situations

Call Unitywater:

1300 086 489

This information on this plan is valid
for 30 days from "Printed On" date.

Legend

	Extent of Unitywater Area	Sewer Gravity Main
Water		Trunk Main
PS	Water Pump Station	Reticulation Main
M	Water Service	Overflow Main
*	Water Valve	Sewer Pipe (Abandoned)
	Water Pipe (Abandoned)	Sewer Pressure Main
●	Water Hydrant	Pressure Sewer
F	Water Fitting	Rising Main
Water Main		Vacuum Main
	Trunk Main	Pressure Sewer Service
	Reticulation Main	Sewer Service
Sewer		Recycled Water
PS	Sewer Pump Station	PS
●	Sewer Maintenance Hole	*
*	Sewer Valve	●
F	Sewer Fitting	F
		Recycled Water Pipe (Abandoned)
		Recycled Water Main

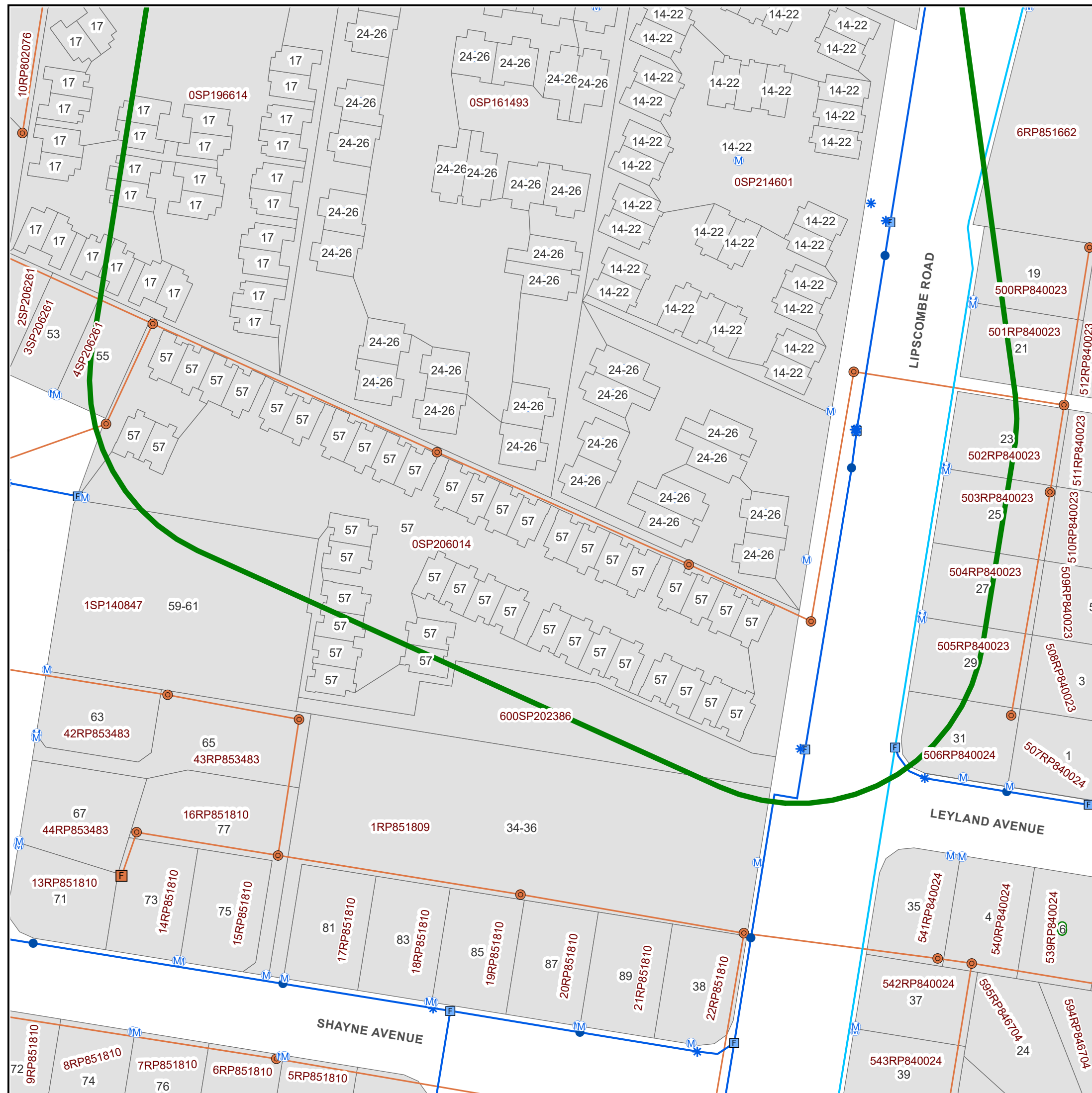
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Scale: 1:1000
(If printed at 100%
on A3 size paper)



Before You Dig Australia
PO Box 953
Caboolture QLD 4510

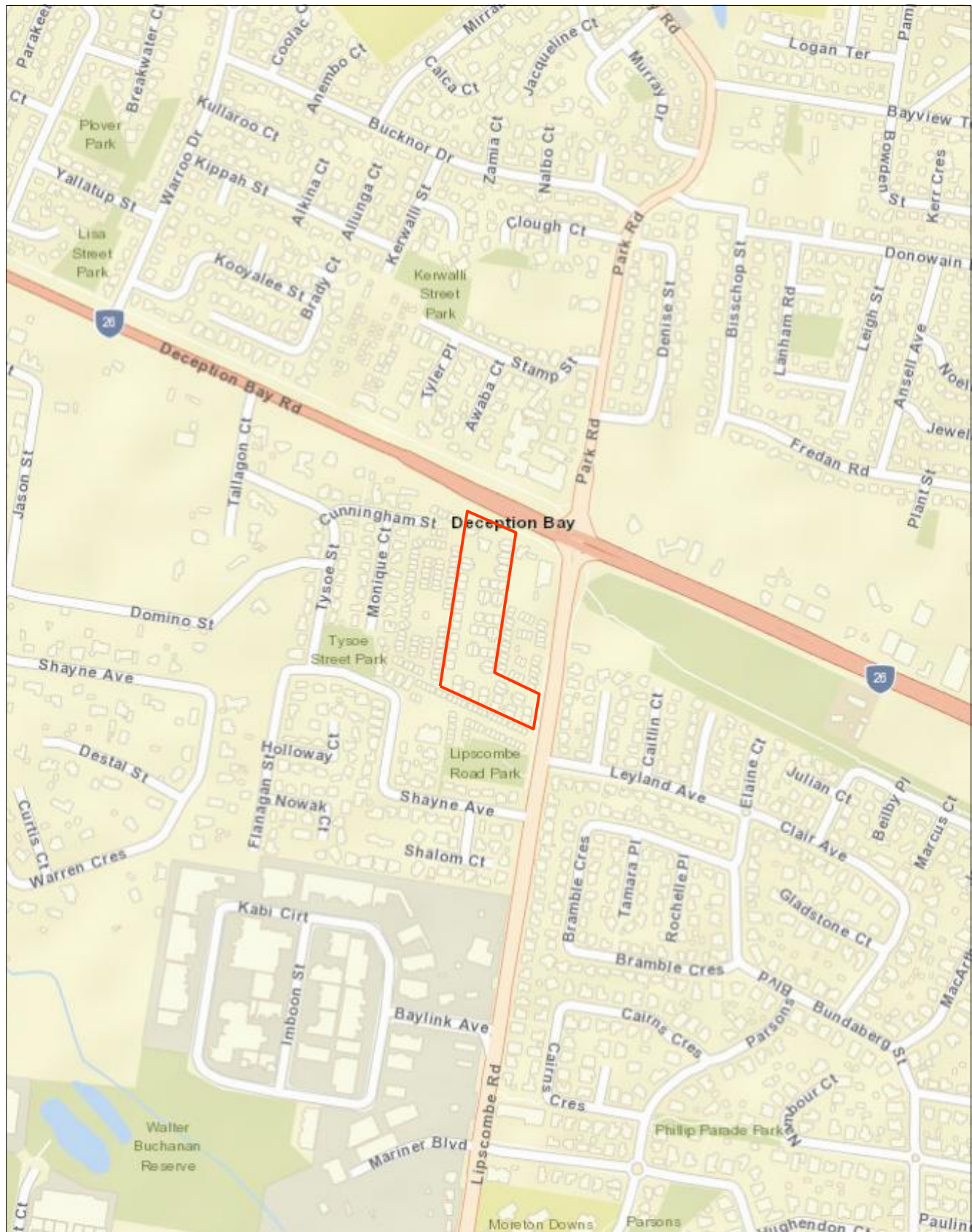
Inquiries: 1300 0 Unity (1300 086 489) Email: dbyd@unitywater.com

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Site Unit 40 24-26 Lipscombe Rd
Address: Deception Bay
QLD 4508

Sequence 274831424
Number:



Scale 1: 6000

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 ^A	
Gas connected property		CP rectifier terminal			

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

PIPE CODE AND MATERIAL

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

INTERPRETATION EXAMPLE

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

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

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

All underground cables shall be treated as being energised. Where a cable is located that is not represented on the ENERGEX BYDA map, then ENERGEX shall be contacted immediately.

For Emergency Situations
Please Call 13 19 62



BYDA

Sequence: 274831425
Date: 19/06/2026

Scale: 1:2050
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

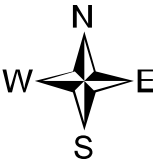
Sequence: 274831425
Date: 19/06/2026
Scale: 1:500
Tile No: **Tile No: 1**

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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All underground cables shall be treated as being energised. Where a cable is located that is not represented on the ENERGEX BYDA map, then ENERGEX shall be contacted immediately.

For Emergency Situations
Please Call 13 19 62



BYDA

Sequence: 274831425
Date: 19/06/2026

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: 274831425
Date: 19/06/2026

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: 274831425
Date: 19/06/2026

Scale: 1:500
Tile No: **Tile No: 4**

**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: 274831425
Date: 19/06/2026

Scale: 1:500
Tile No: **Tile No: 5**

**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



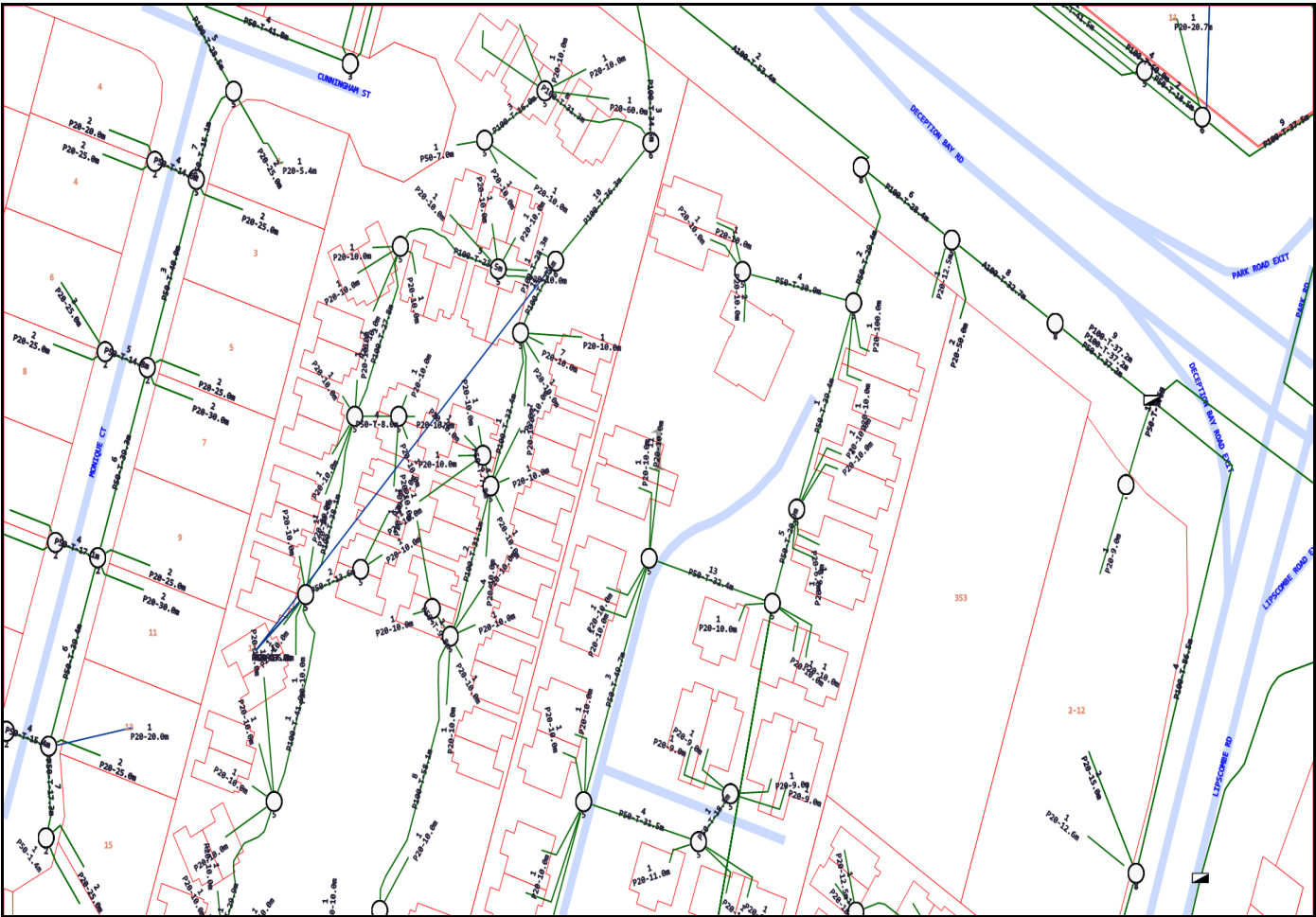
DISCLAIMER: While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither Energex nor Pelican Corp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information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

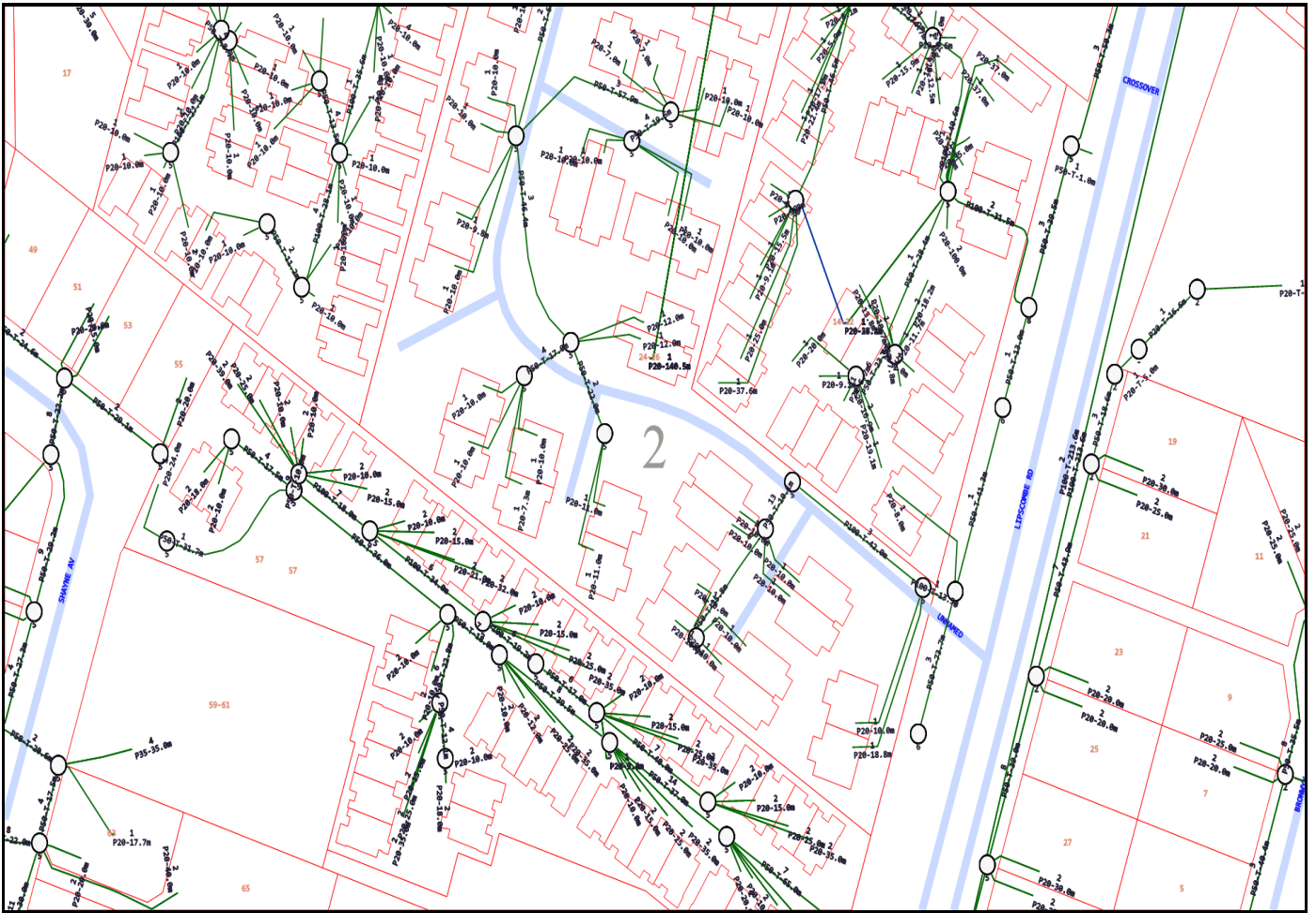


LEGEND



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





Emergency Contacts

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



WARNING: This document is confidential and may also be privileged. Confidentiality nor privilege is not waived or destroyed by virtue of it being transmitted to an incorrect addressee. Unauthorised use of the contents is therefore strictly prohibited. Any information contained in this document that has been extracted from our records is believed to be accurate, but no responsibility is assumed for any error or omission. Optus Plans and information supplied are valid for 30 days from the date of issue. If this timeline has elapsed, please raise a new enquiry.

Sequence Number: 274831422

Date Generated: 19 Jun 2026



For all Optus DBYD plan enquiries –
 Email: Fibre.Locations@optus.net.au
 For urgent onsite assistance contact 1800 505 777
 Optus Limited ACN 052 833 208



Type of Works	Clearance to Physical Location of Optus Asset
Heavy vehicle Traffic (over 3 tonnes)	Not to be driven across Optus conduits with less than 600mm of cover. Not to be driven across Optus direct buried cable with less than 1.2 meters of cover. Once off crossings permitted, multiple crossing (e.g. road construction or logging) will require Optus approval. Accredited Optus Asset Locator to physically expose the Optus asset to verify actual depth.
Mechanical Excavators, Farm Ploughing, Vertical Hole installation for water bore or fencing etc.	Not within 1 meter. Accredited Optus Asset Locator to physically expose the Optus asset to verify actual location.

ASSET CLEARANCES AFTER COMPLETION OF WORKS

All Optus pits and manholes must be a minimum of 1 meter from the back of any kerb, 3.5 meters of the road surface without a kerb or not within 15 meters of street intersection.

In urban areas Optus conduit must have the following minimum depth of cover:

- Footway 600mm;
- Roadway 1 meter at drain invert and at road centre crown.

In rural areas Optus conduit must have a minimum depth of cover of 1 meter and direct buried cable 1.2 meters.

In cases where it is considered that the above clearances cannot be maintained at the completion of works, advice must be sought from the relevant Optus Damages and Relocations Team (refer "Further Assistance").

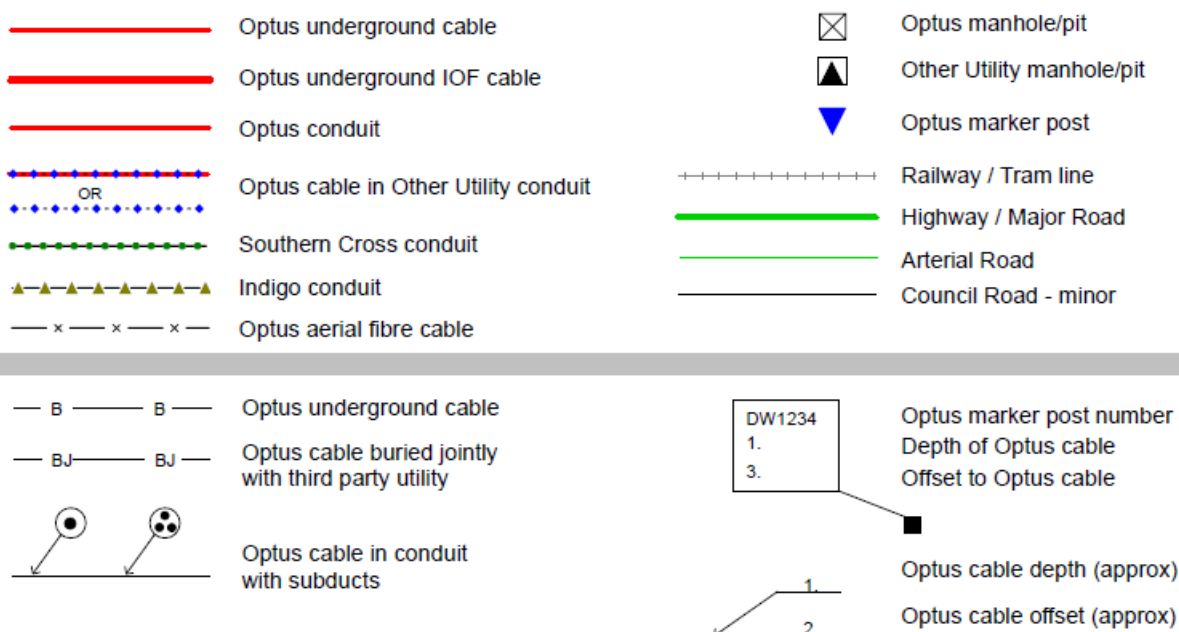
FURTHER ASSISTANCE

Further assistance on asset clearances, protection works, or relocation requirements can be obtained by contacting the relevant Optus Damages and Relocations Team on the following email address:

NFODamages&RelocationsDropbox@optus.com.au

Further assistance relating to asset location drawings etc. can be obtained by contacting the Optus Network Operations Asset Analysis Team on 1800 505 777.

OPTUS ENGINEERING DRAWING SYMBOLS





	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	Sequence Number: 274831426 CAUTION: Fibre optic and/ or major network present in plot area. Please read the Duty of Care and contact InfraCo Plan Services should you require any assistance.
TELSTRA LIMITED A.C.N. 086 174 781 Generated On 19/06/2026 16:53:09		

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.



	Report Damage: https://service.telstra.com.au/customer/general/forms/report-damage-to-telstra-t Ph - 13 22 03 Email - Telstra.Plans@team.telstra.com Planned Services - ph 1800 653 935 (AEST bus hrs only) General Enquiries	Sequence Number: 274831426
	TELSTRA LIMITED A.C.N. 086 174 781	CAUTION: Fibre optic and/ or major network present in plot area. Please read the Duty of Care and contact InfraCo Plan Services should you require any assistance.
	Generated On 19/06/2026 16:53:15	

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

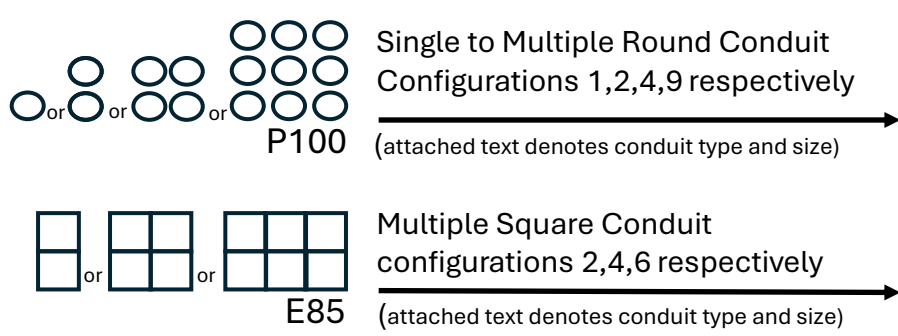
WARNING
Telstra plans and location information conform to Quality Level "D" of the Australian Standard AS 5488-Classification of Subsurface Utility Information. As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D. Refer to AS 5488 for 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.

LEGEND



	Leadin terminates at a Customer Address		Cable Jointing Pit Number / Letter indicating Pit type/size
	Exchange Major Cable Present		Elevated Joint (above ground joint on buried cable)
	Pillar / Cabinet Above ground Free Standing		Telstra Plant in shared Utility trench
	Above ground Complex Equipment Please note: Powered by 240v electricity		Aerial cable / or cable on wall
OC	Other Carrier Telecommunication Cable/ Asset. Not Telstra Owned		Aerial cable (attached to joint use Pole e.g., Power Pole)
DIST	Distribution cables in Main Cable Ducts		Marker Post Installed
MC	Main Cable ducts on a Distribution Plan		Buried Transponder
	Blocked or Damaged Duct		Marker Post & Transponder
	Footway Access Chamber (can vary between 1-lid to 12-lid)		Optical Fibre Cable Direct Buried
	NBN Pillar		Direct Buried Cable
	Third Party Owned Network Non-Telstra		nbn owned network



Some examples of conduit type and size:

A - Asbestos cement, P - PVC / Plastic, C - Concrete, GI - Galvanised Iron, E - Earthenware

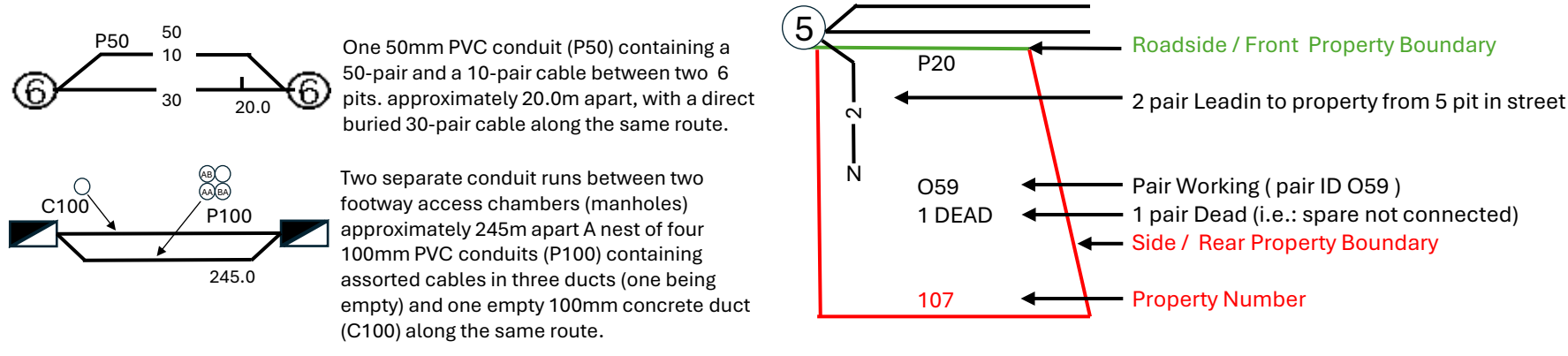
Conduit sizes nominally range from 20mm to 100mm

P50 50mm PVC conduit

P100 100mm PVC conduit

A100 100mm asbestos cement conduit

Some Examples of how to read Telstra Plans



The 5 Ps of Safe Excavation

<https://www.byda.com.au/before-you-dig/best-practice-guides/>

Plan Plan your job. Use the BYDA service at least one day before your job is due to begin, and ensure you have the correct plans and information required to carry out a safe project.	Prepare Prepare by communicating with asset owners if you need assistance. Look for clues onsite. Engage a Certified Locator.	Pothole Potholing is physically sighting the asset by hand digging or hydro vacuum extraction.	Protect Protecting and supporting the exposed infrastructure is the responsibility of the excavator. Always erect safety barriers in areas of risk and enforce exclusion zones.	Proceed Only proceed with your excavation work after planning, preparing, potholing (unless prohibited), and having protective measures in place.
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