



# Seller Disclosure Report

**Seller(s)**

PAMELA MAREE ROWE

**Property Address**

UNIT 133  
29 ROCHAT AVENUE  
BANYO QUEENSLAND 4014

**Prepared on**

Wednesday, 11 March 2026

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# Seller disclosure statement



Queensland  
Government

Property Law Act 2023 section 99

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

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

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

This statement does not include information about:

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

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

## Part 1 – Seller and property details

Seller PAMELA MAREE ROWE

Property address UNIT 133  
(referred to as the 29 ROCHAT AVENUE  
"property" in this BANYO QUEENSLAND 4014  
statement)

Lot on plan description LOT 133 ON SP292311

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

Yes

No

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

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

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

### Title details

The seller gives or has given the buyer the following—

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

Yes

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

Yes

<p><b>Registered encumbrances</b></p>	<p>Registered encumbrances, if any, are recorded on the title search, and may affect your use of the property. Examples include easements, statutory covenants, leases and mortgages.</p> <p>You should seek legal advice about your rights and obligations before signing the contract.</p>
<p><b>Unregistered encumbrances (excluding statutory encumbrances)</b></p>	<p>There are encumbrances not registered on the title that will continue to affect the property after <b>settlement</b>. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><b>Note</b>—If the property is part of a community titles scheme or a BUGTA scheme it may be subject to and have the benefit of statutory easements that are <b>NOT</b> required to be disclosed.</p> <p><b>Unregistered lease (if applicable)</b></p> <p>If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows:</p> <ul style="list-style-type: none"> <li>» the start and end day of the term of the lease: <input type="text" value="Not applicable"/></li> <li>» the amount of rent and bond payable: <input type="text" value="Not applicable"/></li> <li>» whether the lease has an option to renew: <input type="text" value="Not applicable"/></li> </ul> <p><b>Other unregistered agreement in writing (if applicable)</b></p> <p>If the unregistered encumbrance is created by an agreement in writing, and is not an unregistered lease, a copy of the agreement is given, together with relevant plans, if any. <input type="checkbox"/> Yes</p> <p><b>Unregistered oral agreement (if applicable)</b></p> <p>If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows:</p> <div style="border: 1px solid black; padding: 5px; min-height: 50px;"> <p>Not applicable</p> </div>
<p><b>Statutory encumbrances</b></p>	<p>There are statutory encumbrances that affect the property. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If <b>Yes</b>, the details of any statutory encumbrances are as follows:</p> <div style="border: 1px solid black; padding: 5px;"> <p>All statutory rights relating to water supply, sewerage, drainage, electricity, telephone and other installations, services or utilities in, passing through or over the Land, whether or not protected by registered easement. Refer to the attached Annexure: Statutory Encumbrances Summary</p> </div>
<p><b>Residential tenancy or rooming accommodation agreement</b></p>	<p>The property has been subject to a residential tenancy agreement or a rooming accommodation agreement under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> during the last 12 months. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If <b>Yes</b>, when was the rent for the premises or each of the residents' rooms last increased? <i>(Insert date of the most recent rent increase for the premises or rooms)</i> <input type="text" value="Not applicable"/></p> <p><b>Note</b>—Under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> the rent for a residential premises may not be increased earlier than 12 months after the last rent increase for the premises.</p> <p>As the owner of the property, you may need to provide evidence of the day of the last rent increase. You should ask the seller to provide this evidence to you prior to settlement.</p>

# Part 3 – Land use, planning and environment

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

**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 1993*; the *State Development and Public Works Organisation Act 1971* or the *Sanctuary Cove Resort Act 1985*, as applicable):

MDR Medium density residential

**Transport proposals and resumptions** The lot is affected by a notice issued by a Commonwealth, State or local government entity and given to the seller about a transport infrastructure proposal\* to: locate transport infrastructure on the property; or alter the

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.*

\* *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*

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

**Trees** There is a tree order or application under the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011* affecting the property.

If **Yes**, a copy of the order or application must be given by the seller.

Yes  No

**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

**Flooding** Information about whether the property is affected by flooding or another natural hazard or within a natural hazard overlay can be obtained from the relevant local government and you should make your own enquires. Flood information for the property may also be available at the [FloodCheck Queensland](#) portal or the [Australian Flood Risk Information](#) portal.

**Vegetation, habitats and protected plants** Information about vegetation clearing, koala habitats and other restrictions on development of the land that may apply can be obtained from the relevant State government agency.

# Part 4 – Buildings and structures

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

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

## Part 5 – Rates and services

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

### Rates

#### Whichever of the following applies—

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

Amount:

Date Range:

OR

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

OR

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

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

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

### Water

#### Whichever of the following applies—

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

Amount:

Date Range:

OR

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

Amount:

Date Range:

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

# Part 6 – Community titles schemes and BUGTA schemes

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

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

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

## Signatures – SELLER

*Pamela Rowe*

Signature of seller

Pamela Rowe

Name of seller

19/3/2026 | 11:29 AM AEST

Date

Signature of seller

Name of seller

Date

## Signatures – BUYER

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

Signature of buyer

Name of buyer

Date

Signature of buyer

Name of buyer

Date



Queensland Titles Registry Pty Ltd  
ABN 23 648 568 101

<b>Title Reference:</b> 51222916	<b>Search Date:</b> 11/03/2026 10:59
<b>Date Title Created:</b> 13/07/2020	<b>Request No:</b> 55363753
<b>Previous Title:</b> 51118904	

### ESTATE AND LAND

Estate in Fee Simple

LOT 133 SURVEY PLAN 292311

Local Government: BRISBANE CITY

COMMUNITY MANAGEMENT STATEMENT 53766

COMMUNITY MANAGEMENT STATEMENT 50702

### REGISTERED OWNER

Dealing No: 724253185 06/08/2025

PAMELA MAREE ROWE

### EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by  
Deed of Grant No. 10026021 (POR 226)
2. MORTGAGE No 724253186 06/08/2025 at 14:28  
MACQUARIE BANK LIMITED A.C.N. 008 583 542

### ADMINISTRATIVE ADVICES

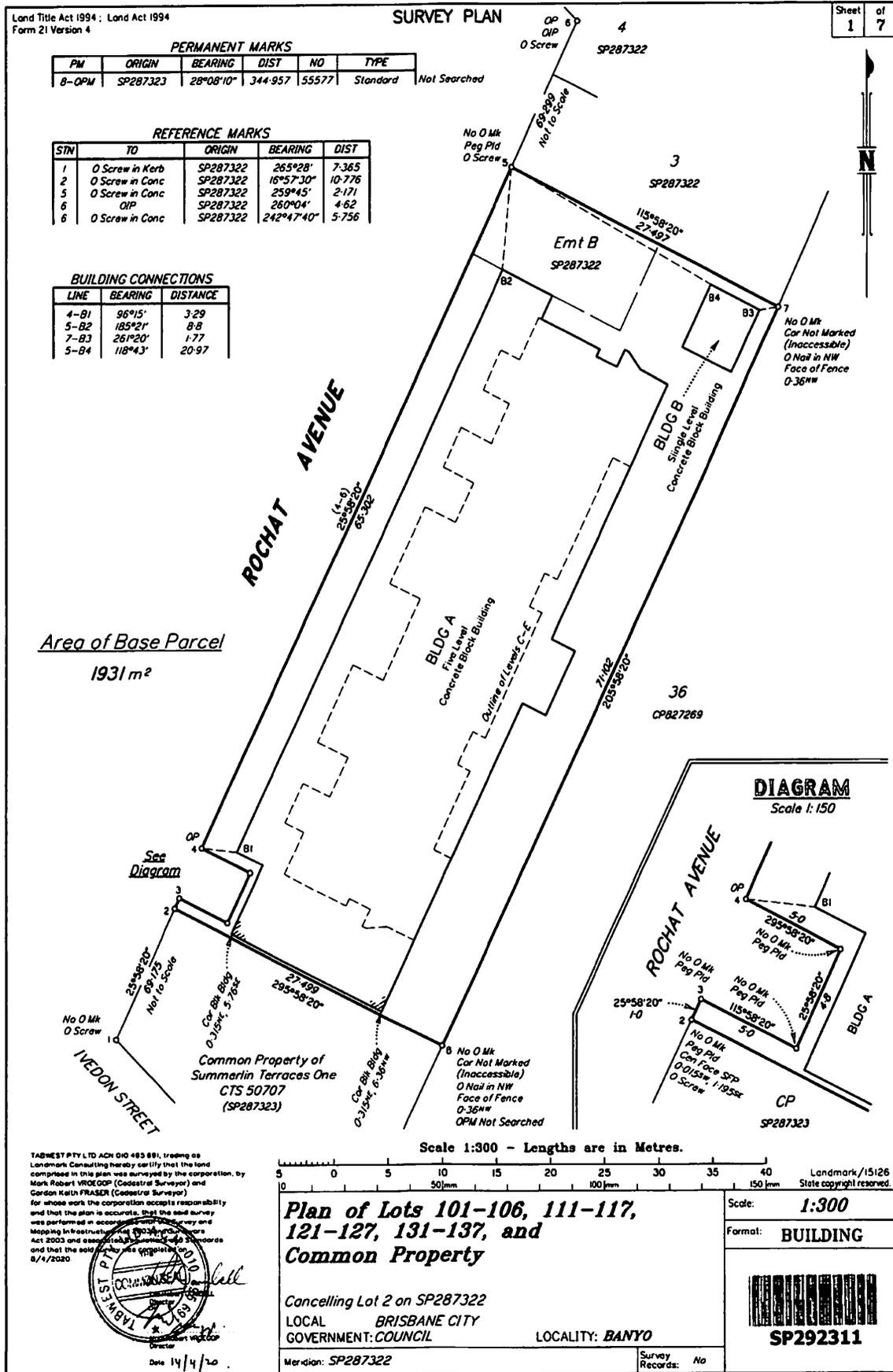
NIL

### UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

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



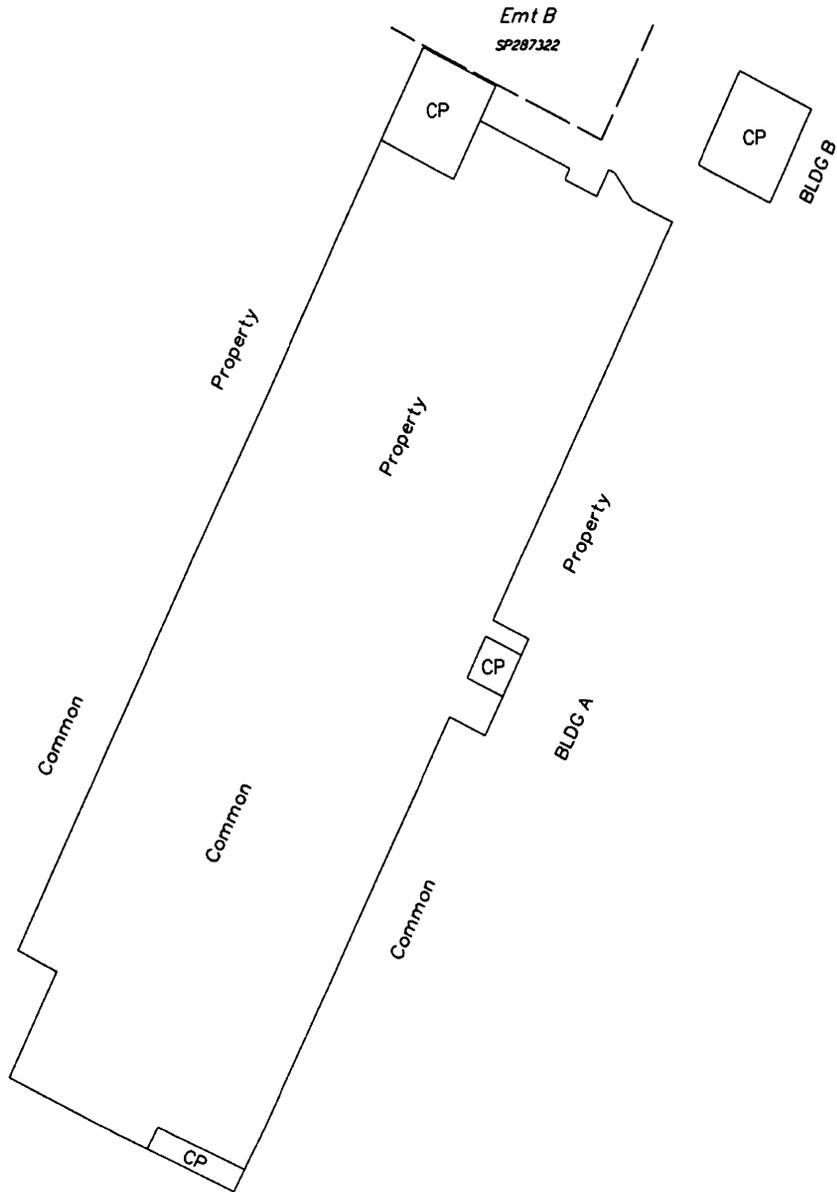
<p>Land Title Act 1994; Land Act 1994 Form 2(B) Version 1</p> <p style="text-align: center; font-size: 24pt;"><b>720138427</b></p> <p style="text-align: center;">BE 400 NT</p> <p style="text-align: right;">\$3110.00 03/07/2020 15:41</p>	<p><b>WARNING : Folded or Mutilated Plans will not be accepted.</b> Plans may be rolled. Information may not be placed in the outer margins.</p> <p style="text-align: right;">Sheet 2 of 7</p> <p>5. Lodged by <i>Cooper Grace Ward</i> 131B <i>GPO Box 834, Brisbane 4001</i> <i>07 3231 2444 Ref: ABW:10145420</i> <i>anita.wilson@cgw.com.au</i> <small>(Include address, phone number, reference, and Lodger Code)</small></p>																
<p>1. Certificate of Registered Owners or Lessees. 1/We IVEDON STREET PTY LTD A.C.N. 139 408 745</p> <p>(Names in full)</p> <p>* as Registered Owners of this land agree to this plan and dedicate the Public Use Land as shown herein in accordance with Section 50 of the Land Title Act 1994.</p> <p><del>** as Lessees of this land agree to this plan.</del></p> <p style="text-align: center;"><i>[Signature]</i></p> <p>Signature of *Registered Owners <del>Lessees</del></p> <p>Ivedon Street Pty Ltd ACN 139 408 745 by its attorney Adam McVe, under Power of Attorney No. 717563254 who certifies he has no notice of revocation of the power of attorney</p>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="2">6. Existing</th> <th colspan="2">Created</th> </tr> <tr> <th>Title Reference</th> <th>Description</th> <th>New Lots</th> <th>Road / Secondary Interests</th> </tr> <tr> <td>51118904</td> <td>Lot 2 on SP287322</td> <td>101-106, 111-117, 121-127, 131-137 &amp; CP</td> <td></td> </tr> </table> <p style="text-align: center;"><b>ENCUMBRANCE EASEMENT ALLOCATIONS</b></p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th>Easement</th> <th>Lots to be Encumbered</th> </tr> <tr> <td>718346925 Emt B on SP287322</td> <td>CP</td> </tr> </table>	6. Existing		Created		Title Reference	Description	New Lots	Road / Secondary Interests	51118904	Lot 2 on SP287322	101-106, 111-117, 121-127, 131-137 & CP		Easement	Lots to be Encumbered	718346925 Emt B on SP287322	CP
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Easement	Lots to be Encumbered																
718346925 Emt B on SP287322	CP																
<p>2. Planning Body Approval. * Brisbane City Council hereby approves this plan in accordance with the: % PLANNING ACT 2016</p> <p>Dated this 2<sup>nd</sup> day of July, 2020</p> <p style="text-align: center;"><i>[Signature]</i> <i>Helen Navin</i> <i>(Delegate)</i></p>	<p>9. Building Format Plans only. I certify that: * As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or road; * Part of the building shown on this plan encroaches onto adjoining lots and road</p> <p style="text-align: right;"><i>[Signature]</i> 14/4/20 Cadastral Surveyor/Director* Date <small>* delete words not required</small></p> <p>10. Lodgement Fees:</p> <table style="width:100%;"> <tr><td>Survey Deposit</td><td>\$</td></tr> <tr><td>Lodgement</td><td>\$</td></tr> <tr><td>New Titles</td><td>\$</td></tr> <tr><td>Photocopy</td><td>\$</td></tr> <tr><td>Postage</td><td>\$</td></tr> <tr><td>TOTAL</td><td>\$</td></tr> </table>	Survey Deposit	\$	Lodgement	\$	New Titles	\$	Photocopy	\$	Postage	\$	TOTAL	\$				
Survey Deposit	\$																
Lodgement	\$																
New Titles	\$																
Photocopy	\$																
Postage	\$																
TOTAL	\$																
<p>3. Plans with Community Management Statement: CMS Number: Not known 53766 Name: SUMMERLIN MAGNOLIA APARTMENTS CTS</p>	<p>7. Orig Grant Allocation: 101-106, 111-117, 121-127, 131-137 &amp; CP Por 226</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th>Lots</th> <th>Orig</th> </tr> <tr> <td></td> <td></td> </tr> </table> <p>8. Passed &amp; Endorsed: By: Tabwest Pty Ltd A.C.N. 610 495 691 Date: 14/4/20 Signed: <i>[Signature]</i> Designation: Cadastral Surveyor/Director</p>	Lots	Orig														
Lots	Orig																
<p>4. References: Dept File: Local Govt: A005440887 Surveyor: 15126</p>	<p>11. Insert Plan Number <b>SP292311</b></p>																

Land Title Act 1994 ; Land Act 1994  
Form 21A Version 1

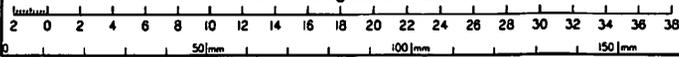
ADDITIONAL SHEET

Sheet 3 of 7

**LEVEL A**  
Scale 1:250



Scale 1:250 - Lengths are in Metres.



State copyright reserved.

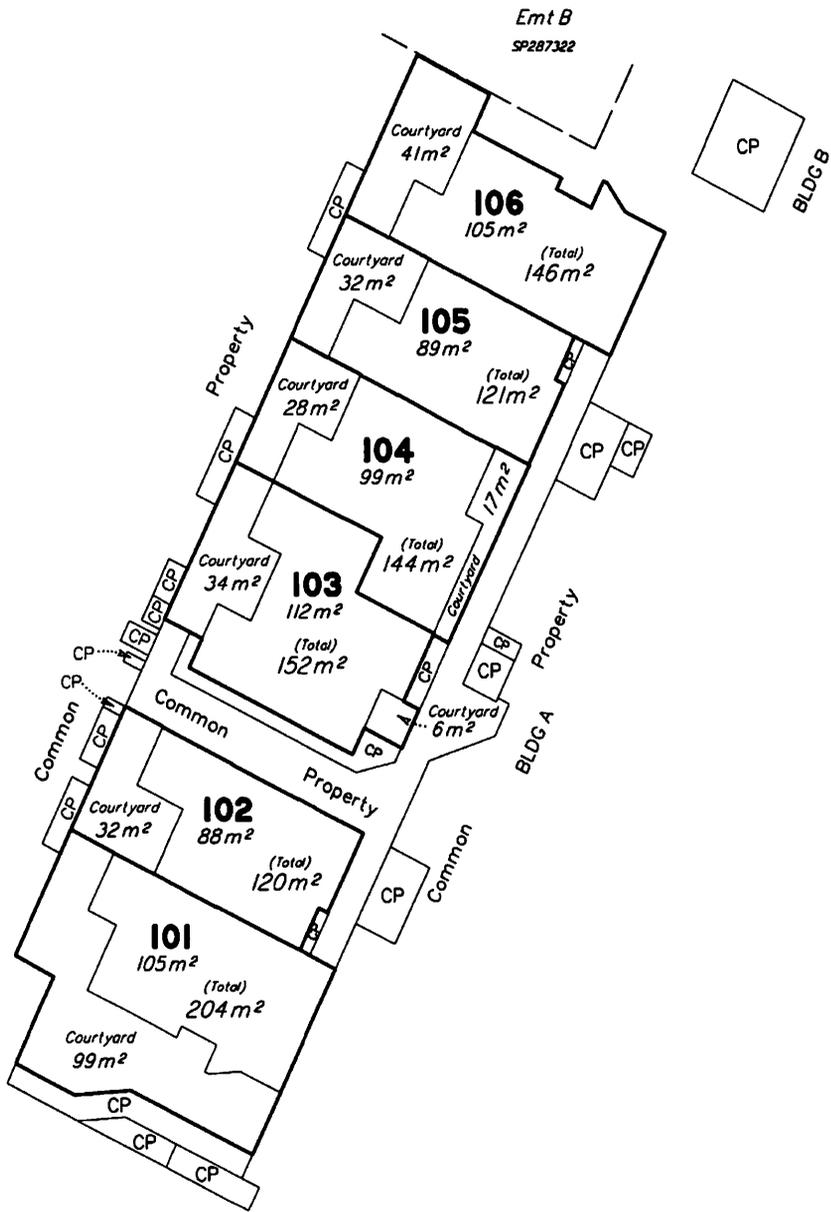
Insert Plan Number **SP292311**

Land Title Act 1994 ; Land Act 1994  
Form 21A Version 1

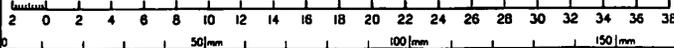
ADDITIONAL SHEET

Sheet 4 of 7

**LEVEL B**  
Scale 1:250



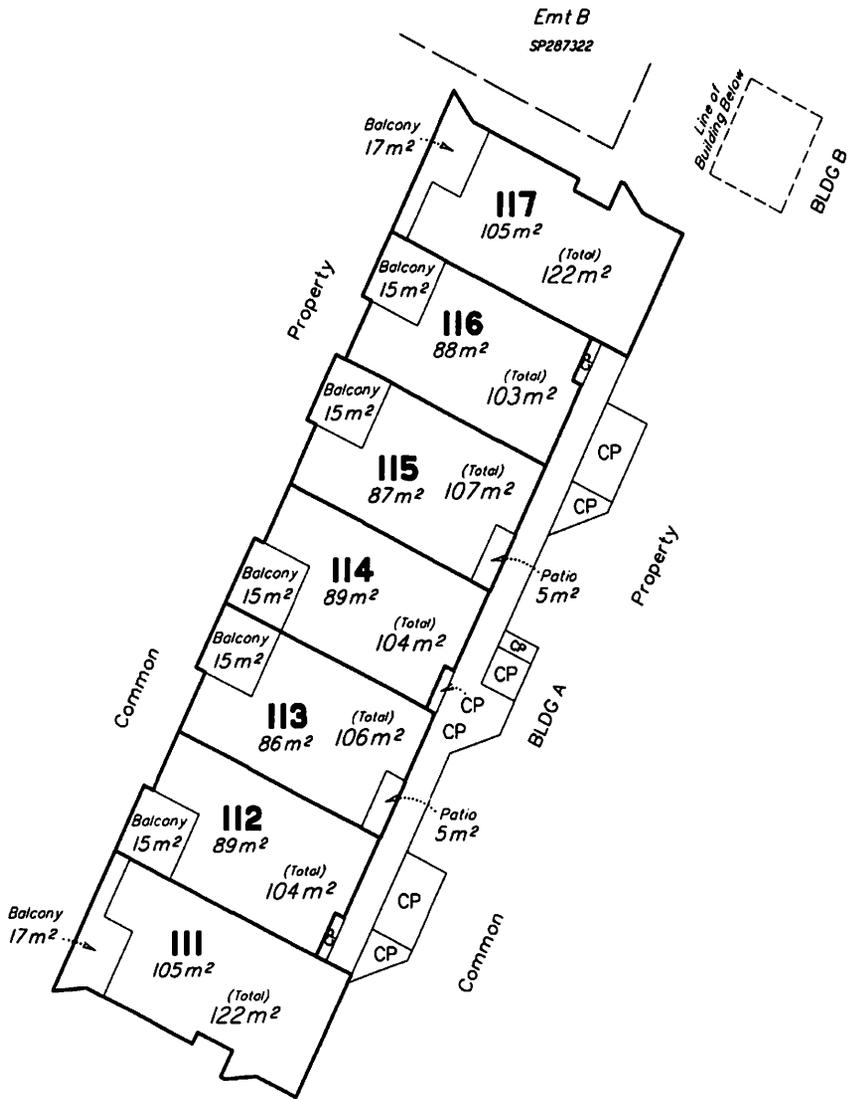
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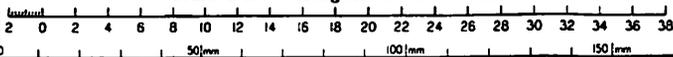
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Insert Plan Number **SP292311**

**LEVEL C**  
Scale 1:250



Scale 1:250 - Lengths are in Metres.



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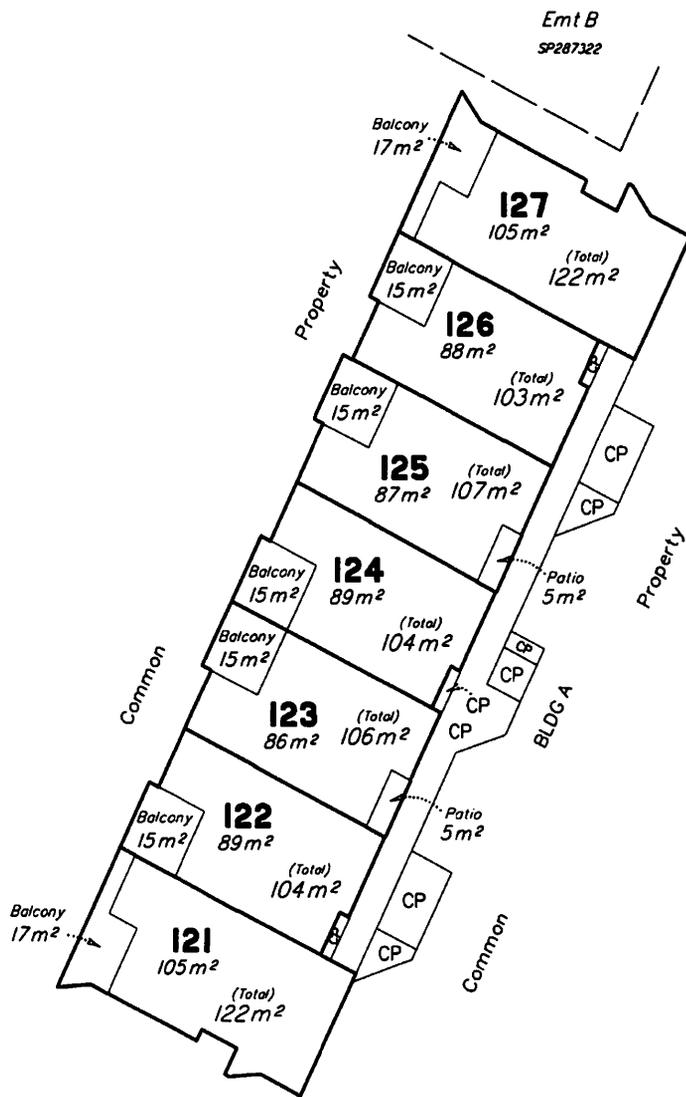
Insert Plan Number **SP292311**

Land Title Act 1994 ; Land Act 1994  
Form 21A Version 1

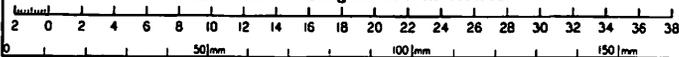
ADDITIONAL SHEET

Sheet 6 of 7

**LEVEL D**  
Scale 1:250



Scale 1:250 - Lengths are in Metres.



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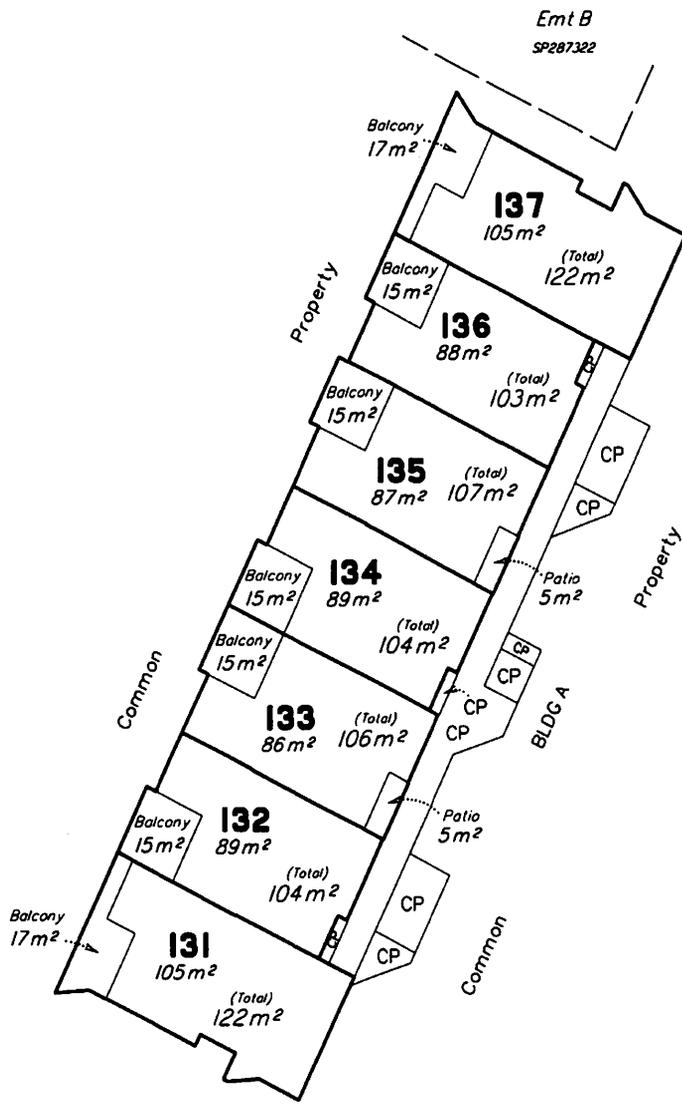
Insert Plan Number **SP292311**

Land Title Act 1994 ; Land Act 1994  
Form 21A Version 1

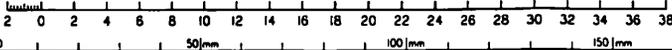
ADDITIONAL SHEET

Sheet 7 of 7

**LEVEL E**  
Scale 1:250



Scale 1:250 - Lengths are in Metres.



State copyright reserved.

Insert Plan Number **SP292311**

## APPENDIX: DETAILS OF STATUTORY ENCUMBRANCES

LOT 133 SUMMERLIN MAGNOLIA APARTMENTS - 29 ROCHAT AVENUE BANYO

### BEFORE YOU DIG AUSTRALIA (BYDA) REPORT

An online search via BYDA has been undertaken for the property the subject of the seller disclosure statement. The encumbrances are described in the attached report and if the encumbrance relates to infrastructure and the BYDA report has a plan showing the location of the infrastructure, a copy of the plan is included.

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

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

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

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

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

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

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



[Review responses online](#) ↗



Received 5 of 5 responses  
**All responses received**

29 Rochat Av, Banyo QLD 4014

Job dates  
 11/03/2026 → 31/05/2026

These plans expire on  
 8 Apr 2026

Lodged by  
 Jan Davies

Authority	Status	Page
✉ BYDA Confirmation		2
🏢 Brisbane City Council	Received	4
🏢 Energex QLD	Received	7
🏢 NBN Co Qld	Received	50
🏢 Queensland Urban Utilities	Received	61
🏢 Telstra QLD South East	Received	66





**BYDA**

Sequence: 269548418  
Date: 11/03/2026

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

**CAUTION - HIGH VOLTAGE**

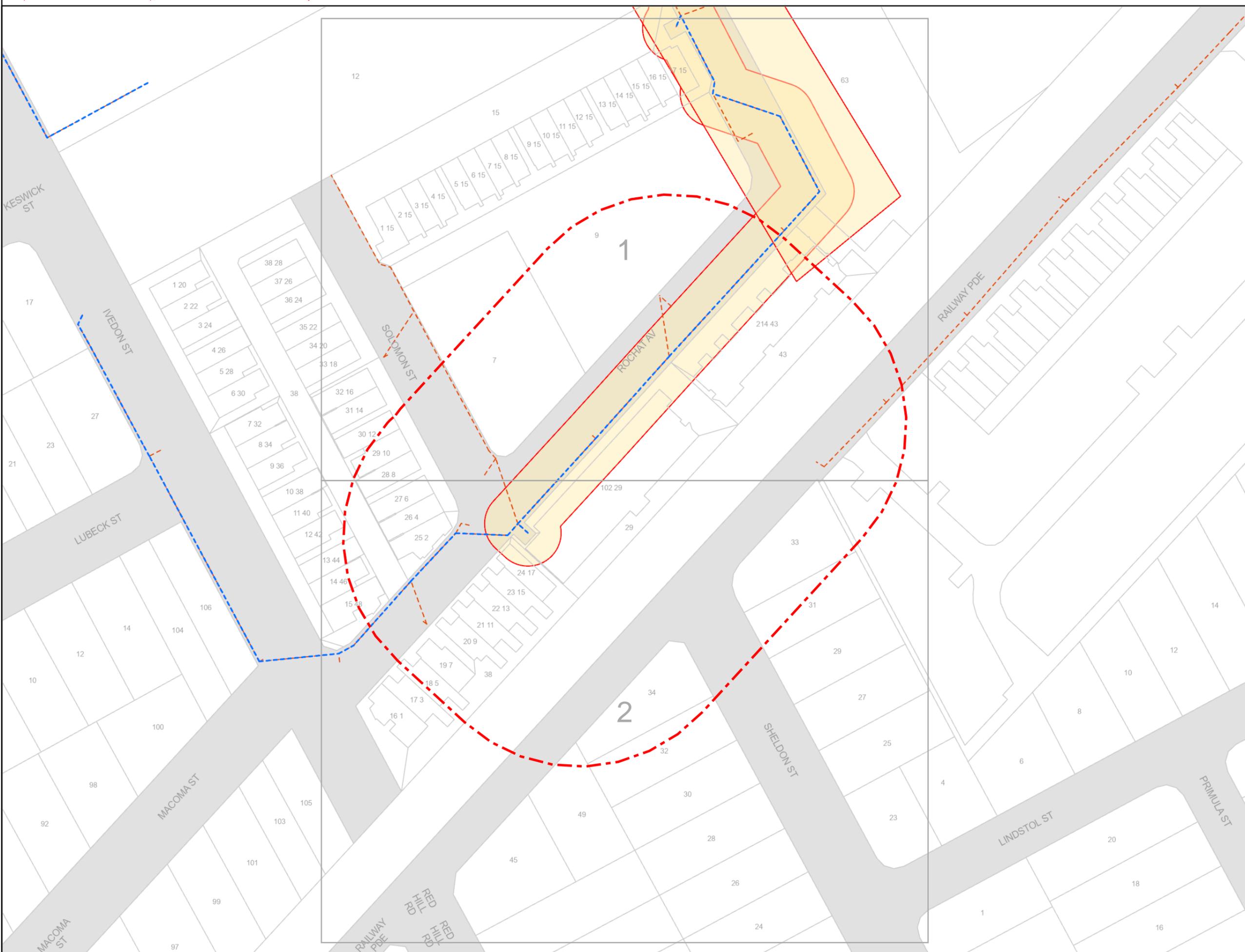
**LEGEND**

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

AS5488 Category "D" Plan



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





**BYDA**

Sequence: 269548418  
Date: 11/03/2026  
Scale: 1:500  
Tile No: **Tile No: 1**

**CAUTION - HIGH VOLTAGE**

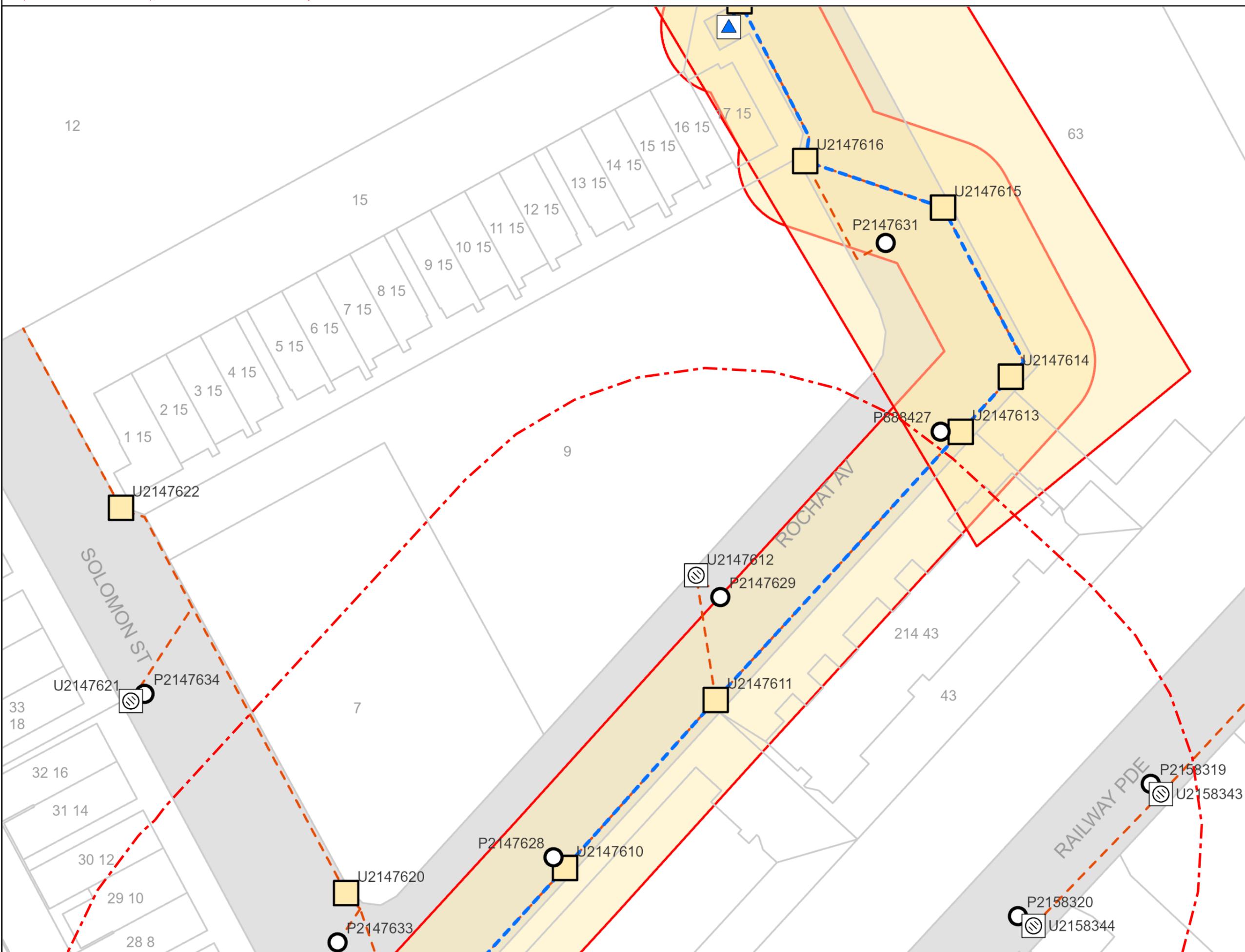
**LEGEND**

- 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



**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: 269548418  
Date: 11/03/2026  
Scale: 1:500  
Tile No: **Tile No: 2**

**CAUTION - HIGH VOLTAGE**

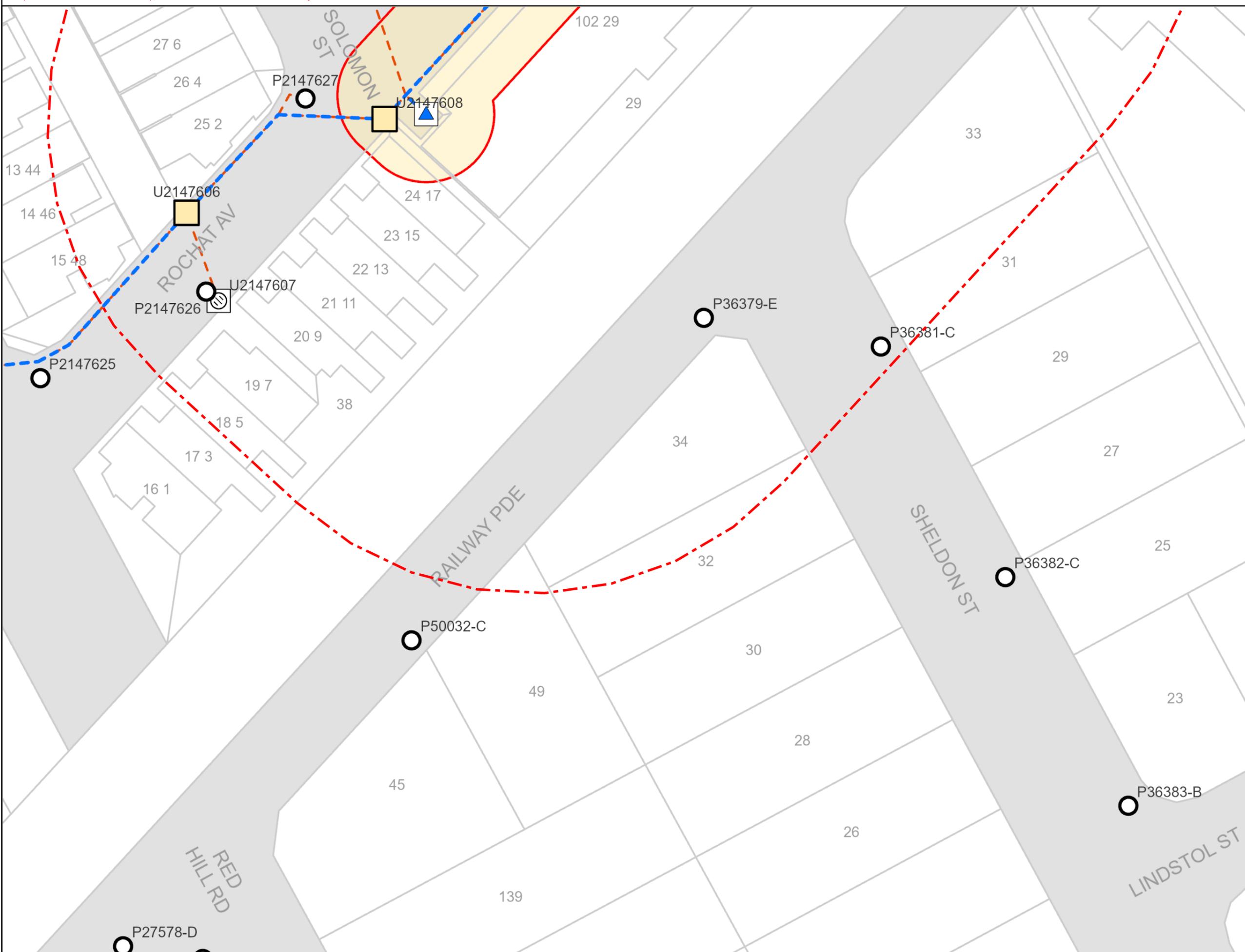
**LEGEND**

- 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



**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.

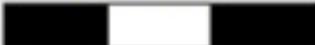


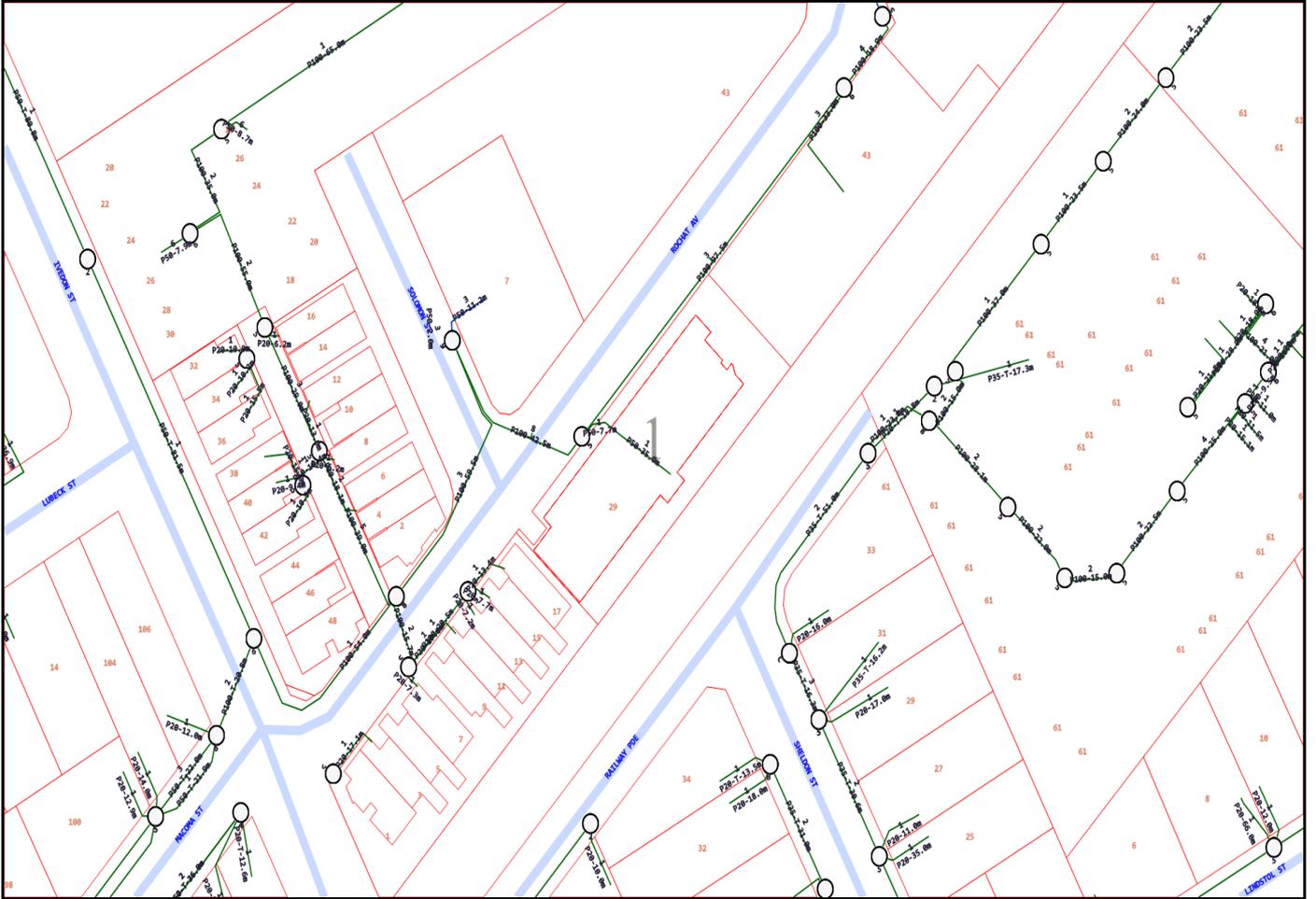
This output provides details of the ENERGEX electrical network. As variations may exist no responsibility is incurred by ENERGEX for the accuracy or completeness of the information provided. Exact positions of cables and electrical connectivity should be confirmed on site.



## LEGEND



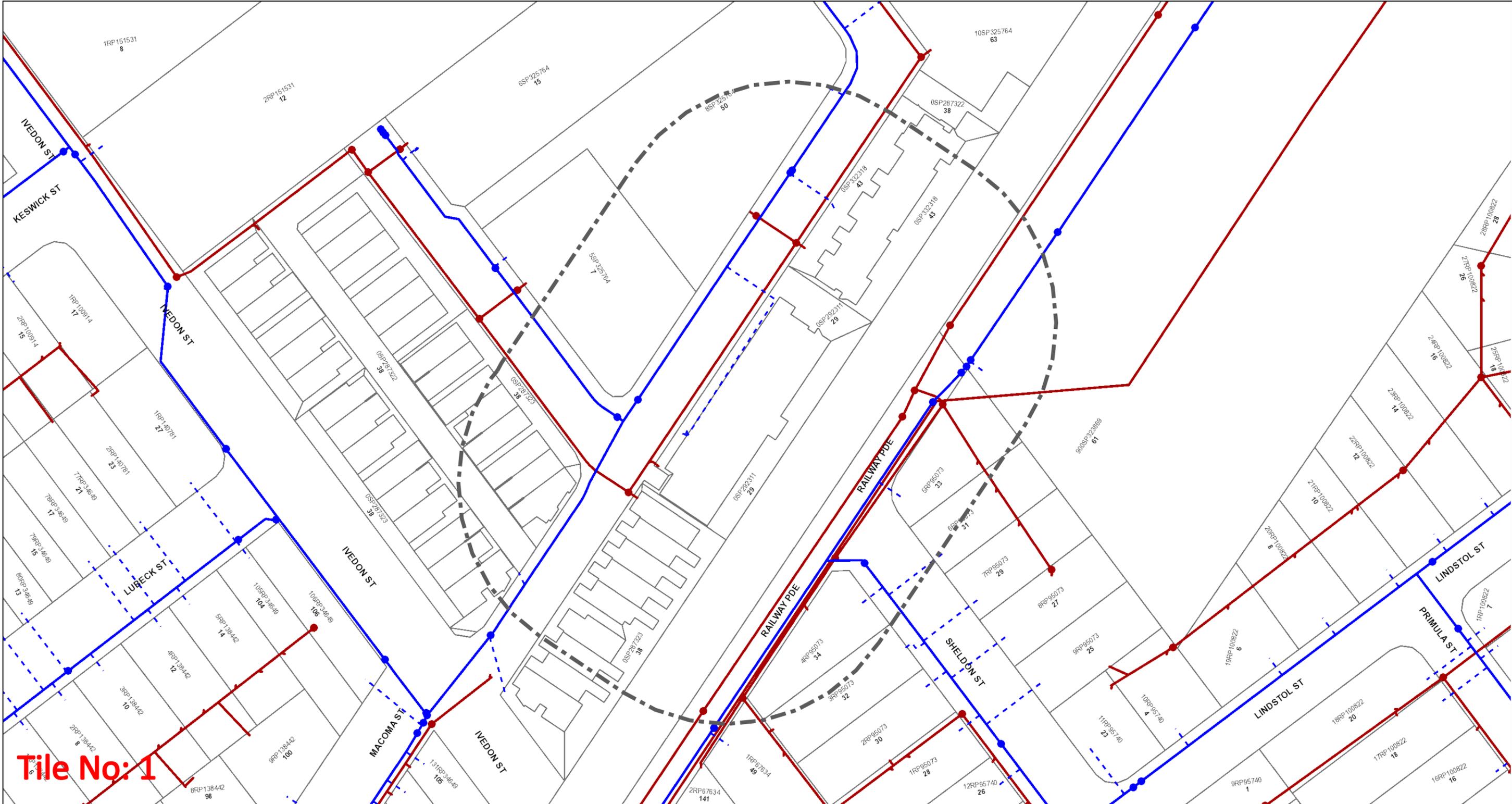
	Parcel and the location
	Pit with size "5"
	Power Pit with size "2E". Valid PIT Size: e.g. 2E, 5E, 6E, 8E, 9E, E, null.
	Manhole
	Pillar
<p style="text-align: center;">2 PO – T- 25.0m P40 – 20.0m</p> 	Cable count of trench is 2. One "Other size" PVC conduit (PO) owned by Telstra (-T-), between pits of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



## Emergency Contacts

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

# Urban Utilities - Water, Recycled Water and Sewer Infrastructure



 <p>N</p> <p>Map Scale 1:1000</p>	<p><b>Before You Dig Australia- Urban Utilities Water, Recycled Water and Sewer Infrastructure</b></p> <p><b>BYDA Reference No: 269548417</b></p> <p>Date BYDA Ref Received: 11/03/2026 Date BYDA Job to Commence: 11/03/2026 Date BYDA Map Produced: 11/03/2026</p> <p>This Map is valid for 30 days      Produced By: Urban Utilities</p>	<table border="0"> <tr> <th>Sewer</th> <th>Water</th> <th>Recycled Water</th> </tr> <tr> <td>● Infrastructure</td> <td>● Infrastructure</td> <td>● Infrastructure</td> </tr> <tr> <td>◆ Major Infrastructure</td> <td>◆ Major Infrastructure</td> <td>◆ Major Infrastructure</td> </tr> <tr> <td>— Network Pipelines</td> <td>— Network Pipelines</td> <td>— Network Pipelines</td> </tr> <tr> <td>▨ Network Structures</td> <td>▨ Network Structures</td> <td>▨ Network Structures</td> </tr> <tr> <td></td> <td>- - - Water Service (Indicative only)</td> <td></td> </tr> </table>	Sewer	Water	Recycled Water	● Infrastructure	● Infrastructure	● Infrastructure	◆ Major Infrastructure	◆ Major Infrastructure	◆ Major Infrastructure	— Network Pipelines	— Network Pipelines	— Network Pipelines	▨ Network Structures	▨ Network Structures	▨ Network Structures		- - - Water Service (Indicative only)		<p>While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither Urban Utilities nor PelicanCorp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in it or the completeness or accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.</p> <p>The plans are indicative and approximate only and provided without warranties of any kind, express or implied including in relation to accuracy, completeness, correctness, currency or fitness for purpose.</p> <p>Urban Utilities takes no responsibility and accepts no liability for any loss, damage, costs or liability that may be incurred by any person acting in reliance on the information provided on the plans.</p> <p>This plan should be used as guide only. Any dimensions should be confirmed on site by the relevant authority.</p> <p>Based on or contains data provided by the State of Queensland (Department of Natural Resources and Mines) [2020]. In consideration of the State permitting the use of this data you acknowledge and agree that the State gives no warranty in relation to the data (including accuracy, liability in negligence) for any loss, damage or costs (including consequential damage) relating to any use of the data. Data must not be used for direct marketing or be used in breach of the privacy laws. © State of Queensland Department of Natural Resources and Mines [2020]</p> <p>For further information, please call Urban Utilities on 13 26 57 (8am-6pm weekdays). Faults and emergencies 13 23 64 (24/7). <a href="http://www.urbanutilities.com.au">www.urbanutilities.com.au</a></p> <p>ABN 86 673 835 011</p>
Sewer	Water	Recycled Water																			
● Infrastructure	● Infrastructure	● Infrastructure																			
◆ Major Infrastructure	◆ Major Infrastructure	◆ Major Infrastructure																			
— Network Pipelines	— Network Pipelines	— Network Pipelines																			
▨ Network Structures	▨ Network Structures	▨ Network Structures																			
	- - - Water Service (Indicative only)																				



# Mains Cable Plan

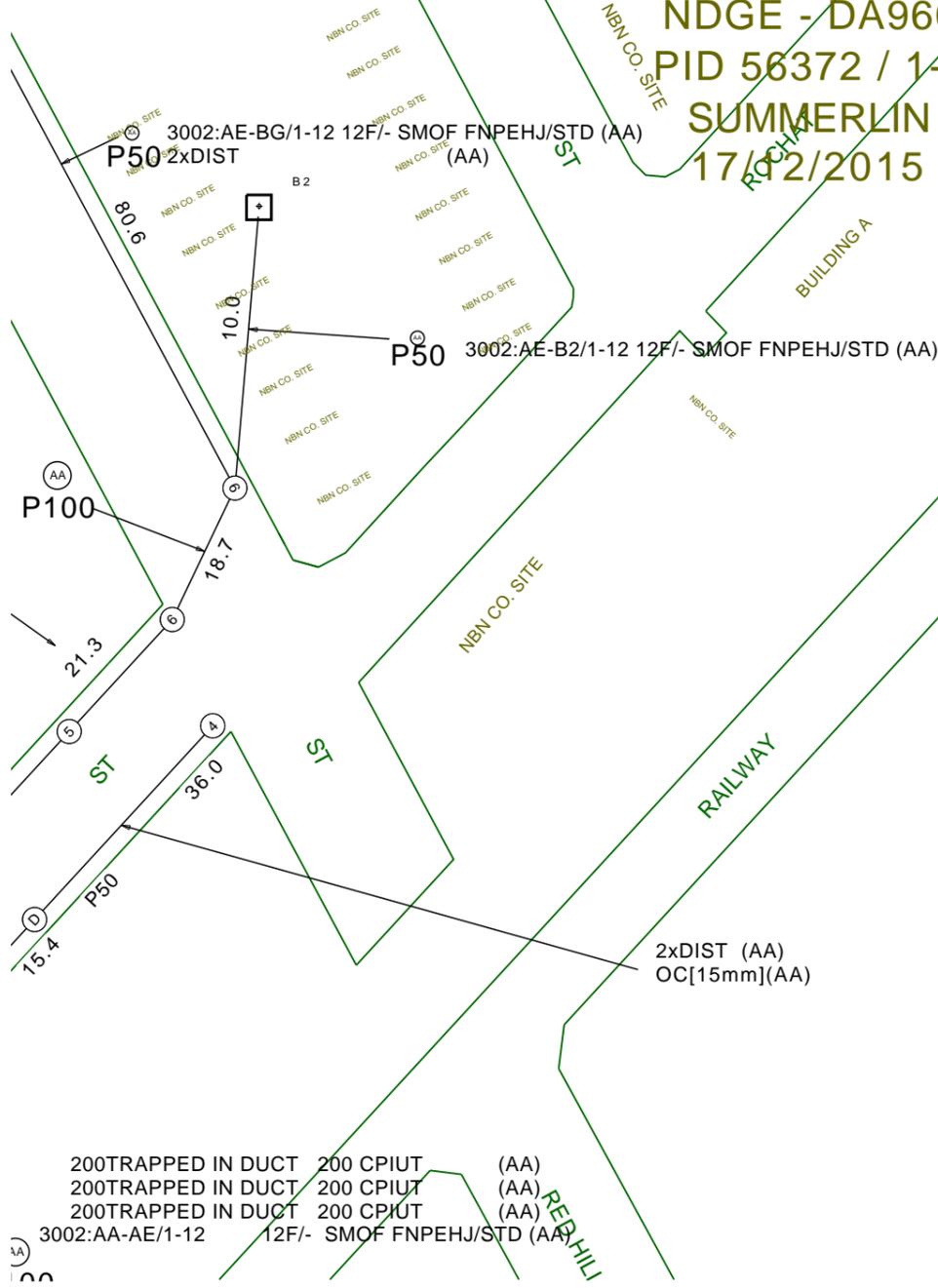


FNPEHJ/STD (AA)  
 FNPEHJC/STD <- (AA)  
 (AA)  
 (AA)  
 F/- SMOF FNPEHJ/STD (AA)  
 F/- SMOF FNPEHJC/STD <- (AA)  
 (AA)  
 12F/- SMOF FNPEHJ/STD (AA)  
 12F/- SMOF FNPEHJC/STD <- (AA)  
 (AA)

3002:BG-B68/1-12 12F/- SMOF FNPEHJC/STD (AA)  
 OC IX13402 DBOR01 03/2034 (AA)  
 :BG-B68/1-12 12F/- SMOF FNPEHJC/STD (AA)  
 X13402 DBOR01 03/2034 (AA)

3002:AE-BG/1-12 12F/- SMOF FNPEHJ/STD (AA)  
 2xDIST (AA)

**IPOLR NAME: NBN CO**  
**TELSTRA IS NOT THE NETWORK PROVIDER**  
**FOR THIS DA AREA**  
**DO NOT INSTALL TELSTRA CABLE OR**  
**ASSIGN SERVICES ON TELSTRA CABLE**  
**ALL TELSTRA SERVICES ARE TO BE**  
**ASSIGNED ON NBN CO CABLE**  
**NDGE - DA960**  
**PID 56372 / 1-7**  
**SUMMERLIN**  
**17/02/2015**



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: 269548416

TELSTRA LIMITED A.C.N. 086 174 781  
 Generated On 11/03/2026 12:15:51

**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.**

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

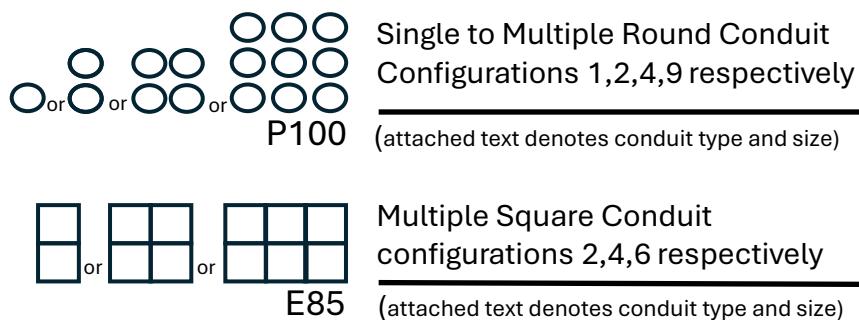
**WARNING**  
 Telstra plans and location information conform to Quality Level "D" of the Australian Standard AS 5488-Classification of Subsurface Utility Information. As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D. Refer to AS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

	<b>Lead-in terminates at a Customer Address</b>
	<b>Exchange</b> Major Cable Present
	<b>Pillar / Cabinet</b> Above ground Free Standing
	<b>Above ground Complex Equipment</b> Please note: Powered by 240v electricity
<b>OC</b>	Other Carrier Telecommunication Cable/ Asset. Not Telstra Owned
<b>DIST</b>	Distribution cables in Main Cable Ducts
<b>MC</b>	Main Cable ducts on a Distribution Plan
	Blocked or Damaged Duct
	Footway Access Chamber (can vary between 1-lid to 12-lid)
	NBN Pillar
	Third Party Owned Network Non-Telstra

	Cable Jointing Pit Number / Letter indicating Pit type/size
	Elevated Joint (above ground joint on buried cable)
	Telstra Plant in shared Utility trench
	Aerial cable / or cable on wall
	Aerial cable (attached to joint use Pole e.g., Power Pole)
	Marker Post Installed
	Buried Transponder
	Marker Post & Transponder
	Optical Fibre Cable Direct Buried
	Direct Buried Cable
	nbn owned network



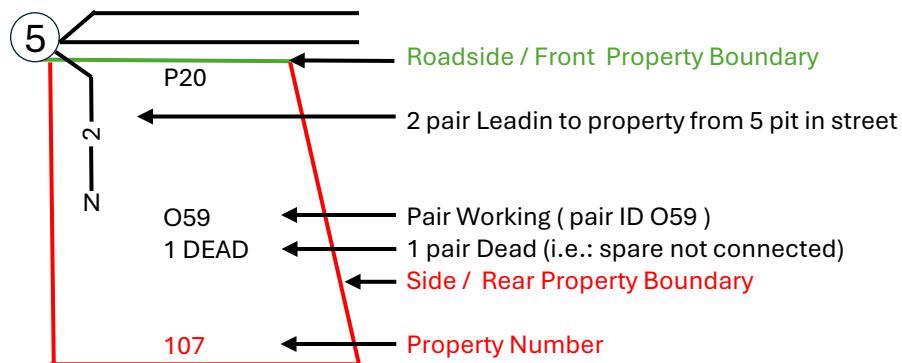
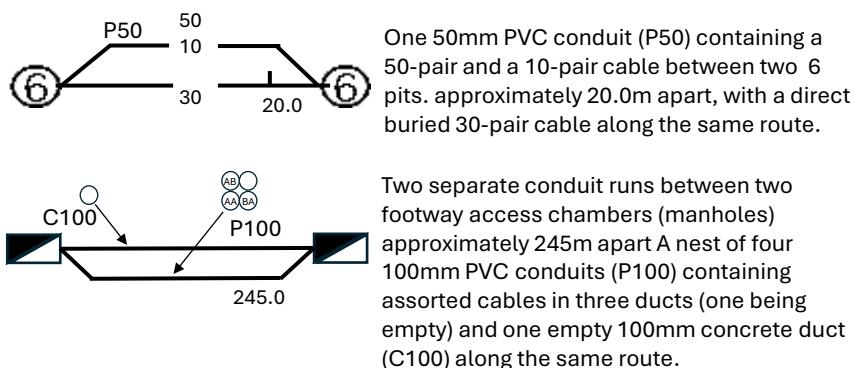
**Some examples of conduit type and size:**

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.

# BCCM

# Form 33

Department of Justice

## Body corporate certificate

*Body Corporate and Community Management Act 1997, section 205(4)*

*This form is effective from 1 August 2025*

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

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

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

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

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

This certificate does not include information about:

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

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

### The community management statement

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

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

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

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

### The information in this certificate is issued on 11/03/2026

#### 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

**SUMMERLIN MAGNOLIA APARTMENTS CTS 53766**

CTS No. **53766**

#### 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: **Strata Dynamics**

Company: **Strata Dynamics**

Phone: **07 3229 9185**

Email: **info@stratadynamics.com.au**

#### Accessing records

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

**Strata Dynamics**

## Property and community titles scheme details

### Lot and plan details

Lot number: **133**

Plan type and number: **SP292311**

Plan of subdivision: **BUILDING FORMAT PLAN**

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

### Regulation module

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

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

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

**Accommodation**

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

### Layered arrangements of community titles schemes

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

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

**Yes**

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

### Building management statement

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

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

**No**

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

## By-laws and exclusive use areas

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

### What by-laws apply?

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

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

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

### General by-laws

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

### Exclusive use areas

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

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

**Yes**

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

**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: **1,046**

Total contribution schedule lot entitlements for all lots: **27,015**

### Interest schedule

Interest schedule lot entitlement for the lot: **530**

Total interest schedule lot entitlements for all lots: **14,846**

### 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 **133** for the current financial year: \$ **4,559.10**

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

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

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

Period	Due date	Amount due	Amount due if discount applied	Paid
01/07/25 to 30/09/25	01/07/25	919.54	919.54	07/08/25
01/10/25 to 31/12/25	01/10/25	919.54	919.54	02/10/25
01/01/26 to 31/03/26	01/01/26	1,360.01	1,360.01	09/01/26
01/04/26 to 30/06/26	01/04/26	1,360.01	1,360.01	
01/07/26****30/09/26	01/07/26	1,139.83	1,139.83	
01/10/26****31/12/26	01/10/26	1,139.83	1,139.83	

Amount overdue **Nil**  
 Amount Unpaid including amounts billed not yet due **\$1,360.01**

**Sinking fund contributions**

Total amount of contributions (before any discount) for lot **133** for the current financial year: \$ **1,122.78**

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

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

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

Period	Due date	Amount due	Amount due if discount applied	Paid
01/07/25 to 30/09/25	01/07/25	251.67	251.67	07/08/25
01/10/25 to 31/12/25	01/10/25	251.67	251.67	02/10/25
01/01/26 to 31/03/26	01/01/26	309.72	309.72	09/01/26
01/04/26 to 30/06/26	01/04/26	309.72	309.72	
01/07/26****30/09/26	01/07/26	280.75	280.75	
01/10/26****31/12/26	01/10/26	280.75	280.75	

Amount overdue **Nil**  
 Amount Unpaid including amounts billed not yet due **\$309.72**

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

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

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

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

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

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

Period	Due date	Amount due	Amount due if discount applied	Paid

Amount overdue **Nil**  
 Amount Unpaid including amounts billed not yet due **Nil**

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

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

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

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

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

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

Due date	Amount due	Amount due if discount applied	Paid

Amount overdue **Nil**  
Amount Unpaid including amounts billed not yet due **Nil**

**Other contributions**

	Period	Due date	Amount due	Amount due if discount applied	Paid
Insurance Recovery	01/07/25 to 30/06/26	01/10/25	795.10	795.10	02/10/25
Insurance Recovery	01/04/26	01/04/26	208.26	208.26	

**Other amounts payable by the lot owner**

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

No other amounts payable for the lot.

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

At the date of this certificate

Annual contributions	<b>Nil</b>
Special contributions	<b>Nil</b>
Other contributions	<b>Nil</b>
Other payments	<b>Nil</b>
Penalties	<b>Nil</b>
Total amount overdue <small>(Total Amount Unpaid including not yet due \$1,877.99)</small>	<b>Nil</b>

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

**Common property and assets**

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

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

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

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

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

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

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

**Current sinking fund balance (as at date of certificate): \$ 45,050.52**

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

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

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

Date Description Conditions

**Body corporate assets**

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

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

Description	Type	Acquisition	Supplier	Original Cost	Cost To Date	Market Value
Various kitchenware x 24	Furniture & Fittings		Ikea	\$0.00	\$0.00	\$493.56
Billy bookcase - white stained oak veneer	Furniture & Fittings	03/09/20	Ikea	\$0.00	\$0.00	\$207.00
Ekenaset - armchair X 2	Furniture & Fittings	03/09/20	Ikea	\$0.00	\$0.00	\$598.00
Vittsjo - coffee table	Furniture & Fittings	03/09/20	Ikea	\$0.00	\$0.00	\$99.00
Table - Berkant x 2	Furniture & Fittings	03/09/20	Ikea	\$0.00	\$0.00	\$1,758.00
Navy Masters Chair x 20	Furniture & Fittings	03/09/20	Ikea	\$0.00	\$0.00	\$1,380.00
LG 65-inch Nano80 4K NanoCel Ai ThinQ Smart TV with stand	Furniture & Fittings	03/09/20	Harvey Norman	\$0.00	\$0.00	\$1,795.00
Matt grey pedal bin 30L X 2	Furniture & Fittings	03/09/20	Kmart	\$0.00	\$0.00	\$90.00
9 Piece Outdoor Dining Set Black Poly Rattan and Acacia Wood	Furniture & Fittings	03/09/20	Kogan	\$0.00	\$0.00	\$1,537.98
Skarpo - outdoor armchair X 10	Furniture & Fittings	03/09/20	Ikea	\$0.00	\$0.00	\$690.00
Reception desk 1500 (w) X 7850 (d) x 1100(h)	Furniture & Fittings	03/09/20	Ebay	\$0.00	\$0.00	\$550.00
Office chair	Furniture & Fittings	03/09/20	Officeworks	\$0.00	\$0.00	\$219.00
Blooms Canvas Wall Art	Furniture & Fittings	03/09/20	Anna Blatman	\$0.00	\$0.00	\$449.00

## Insurance

The body corporate must insure the common property and assets for full replacement value and public risk. The body corporate must insure, for full replacement value, the following buildings where the lots in the scheme are created:

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

### Body corporate insurance policies

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

TYPE/COMPANY	POLICY NO.	SUM INSURED	PREMIUM	DUE DATE	EXCESS
BUILDING CHU Insurance	HU0006047029	17,792,084.00	26,433.07	30/06/26	2,000 general claims, 1,000 machinery 2,000 unoccupancy

### Alternative insurance

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

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

**No**

### Lot owner and occupier insurance

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

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

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

## Contracts and authorisations

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

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

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

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

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

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

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

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

**Yes - Name of caretaking service contractor engaged:** SUNNY PAC PTY LTD

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

**Yes - Name of authorised letting agent:** SUNNY PAC PTY LTD

### Embedded network electricity supply

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

**Yes**

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

### Body corporate authority

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

**Name/s** Strata Dynamics

**Positions/s held** Body Corporate Manager

**Date** 11/03/2026

**Signature/s** Strata Dynamics

### 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

**SUMMERLIN MAGNOLIA APARTMENTS CTS 53766 CTS 53766**

29 Rochat Avenue Banyo Qld 4014

**BALANCE SHEET**

AS AT 30 JUNE 2025

	ACTUAL 30/06/2025	ACTUAL 30/06/2024
<b><u>PROPRIETORS FUNDS</u></b>		
Administrative Fund	(12,518.65)	5,643.05
Sinking Fund	37,604.14	40,525.65
<b><u>TOTAL</u></b>	<b><u>\$ 25,085.49</u></b>	<b><u>\$ 46,168.70</u></b>
<b><u>THESE FUNDS ARE REPRESENTED BY</u></b>		
<b><u>CURRENT ASSETS</u></b>		
Bank Balance Administrative Fu	(13,130.87)	(6,611.75)
Bank Balance Sinking Fund	45,640.15	43,086.88
Prepaid Expenses	7,538.40	30,236.43
Levies In Arrears	0.00	331.68
Other Arrears	2,805.22	131.57
<b><u>TOTAL ASSETS</u></b>	<b><u>42,852.90</u></b>	<b><u>67,174.81</u></b>
<b><u>LIABILITIES</u></b>		
Accrued Expenses	0.00	5,281.10
Levies In Advance	17,767.41	15,725.01
<b><u>TOTAL LIABILITIES</u></b>	<b><u>17,767.41</u></b>	<b><u>21,006.11</u></b>
<b><u>NET ASSETS</u></b>	<b><u>\$ 25,085.49</u></b>	<b><u>\$ 46,168.70</u></b>

# SUMMERLIN MAGNOLIA APARTMENTS CTS 53766 CTS 53766

29 Rochat Avenue Banyo Qld 4014

## STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JULY 2024 TO 30 JUNE 2025

	ACTUAL	BUDGET	ACTUAL
	01/07/24-30/06/25	01/07/24-30/06/25	01/07/23-30/06/24
<b><u>ADMINISTRATIVE FUND</u></b>			
<b><u>INCOME</u></b>			
Levies - Administrative Fund	95,000.99	95,000.00	88,722.74
Electricity Relief Rebate	650.00	0.00	0.00
Interest On Overdue Levies	639.85	0.00	489.78
<b><u>TOTAL ADMIN. FUND INCOME</u></b>	<b>96,290.84</b>	<b>95,000.00</b>	<b>89,212.52</b>
<b><u>EXPENDITURE - ADMIN. FUND</u></b>			
Administration Costs	15,929.99	10,000.00	16,791.40
Core Disbursements	2,437.56	2,650.00	2,509.05
Audit Cost	1,255.65	1,300.00	1,225.95
Arrears Admin	111.10	0.00	0.00
Bank Charges	111.35	200.00	152.75
Body Corp. Administration	3,812.40	4,100.00	3,921.91
Consultancy Fee	1,228.29	1,000.00	1,337.59
Electricity	4,437.35	4,500.00	4,402.83
Caretaker	30,159.33	30,650.00	29,169.18
Fees & Permits	633.23	650.00	627.23
Income Tax Return	401.50	450.00	415.25
Contribution To Pbc	31,971.24	20,000.00	19,006.38
Insurance	19,313.61	19,313.61	20,380.62
Insurance - Stamp Duty	1,565.16	1,565.16	1,680.02
Insurance Premium Recovery	(20,879.44)	(20,878.77)	(22,061.14)
Software	564.30	550.00	527.31
R & M - Building	2,030.75	2,000.00	598.50
R & M - Cleaning	1,540.00	1,500.00	1,452.00
R & M - Garden & Ground	0.00	500.00	0.00
R & M - Plumbing	885.50	1,000.00	649.00
R & M - Electrical	370.00	1,500.00	605.00
R & M - Lift	7,557.55	6,825.00	6,537.05
R & M - Pest Control	350.00	600.00	350.00
R & M - Fire Equipment	7,267.20	8,000.00	8,957.08
R & M - Plant & Equip	0.00	1,000.00	0.00
Telephone	231.00	250.00	226.05
Water	1,167.92	1,000.00	1,008.27
<b><u>TOTAL ADMIN. EXPENDITURE</u></b>	<b>114,452.54</b>	<b>100,225.00</b>	<b>100,469.28</b>

# SUMMERLIN MAGNOLIA APARTMENTS CTS 53766 CTS 53766

29 Rochat Avenue Banyo Qld 4014

## STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JULY 2024 TO 30 JUNE 2025

	ACTUAL	BUDGET	ACTUAL
	01/07/24-30/06/25	01/07/24-30/06/25	01/07/23-30/06/24
<b><u>SURPLUS / DEFICIT</u></b>	<b>\$ (18,161.70)</b>	<b>\$ (5,225.00)</b>	<b>\$ (11,256.76)</b>
Opening Admin. Balance	5,643.05	5,643.05	16,899.81
<b><u>ADMINISTRATIVE FUND BALANCE</u></b>	<b>\$ (12,518.65)</b>	<b>\$ 418.05</b>	<b>\$ 5,643.05</b>

# SUMMERLIN MAGNOLIA APARTMENTS CTS 53766 CTS 53766

29 Rochat Avenue Banyo Qld 4014

## STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JULY 2024 TO 30 JUNE 2025

	ACTUAL 01/07/24-30/06/25	BUDGET 01/07/24-30/06/25	ACTUAL 01/07/23-30/06/24
<b><u>SINKING FUND</u></b>			
<b><u>INCOME</u></b>			
Levies - Sinking Fund	25,999.18	26,000.00	21,487.84
<b><u>TOTAL SINKING FUND INCOME</u></b>	<b>25,999.18</b>	<b>26,000.00</b>	<b>21,487.84</b>
<b><u>EXPENDITURE - SINKING FUND</u></b>			
Insurance Claim Repairs	22,498.00	0.00	0.00
Insurance Claim Received	(22,498.00)	0.00	0.00
Building	2,407.90	5,000.00	7,322.19
Plumbing	12,522.40	0.00	0.00
Fire Equipment	12,802.39	5,000.00	22,088.17
Lift	1,188.00	0.00	0.00
<b><u>TOTAL SINK. FUND EXPENDITURE</u></b>	<b>28,920.69</b>	<b>10,000.00</b>	<b>29,410.36</b>
<b><u>SURPLUS / DEFICIT</u></b>	<b>\$ (2,921.51)</b>	<b>\$ 16,000.00</b>	<b>\$ (7,922.52)</b>
Opening Sinking Fund Balance	40,525.65	40,525.65	48,448.17
<b><u>SINKING FUND BALANCE</u></b>	<b>\$ 37,604.14</b>	<b>\$ 56,525.65</b>	<b>\$ 40,525.65</b>

# SUMMERLIN MAGNOLIA APARTMENTS CTS 53766

ABN 54 433 994 174

## STATEMENT

Pamela Maree Rowe  
 133/29 RoCHAT Avenue  
 BANYO QLD 4014

Statement Period			
01 Jul 24 to 11 Mar 26			
A/c No	23	Lot No	133
Page Number	1	Unit No	

Transfer Date: 06/08/25

Date	Type	Details	Reference	Debit	Credit	Balance
		Brought forward		463.25		463.25
01/07/24	Admin Fund	01/07/24 to 30/09/24	I0000968	858.87		1,322.12
01/07/24	Sinking Fund	01/07/24 to 30/09/24	I0000995	208.05		1,530.17
31/07/24	Journal	Interest to 31/07/24	J0002919	34.96		1,565.13
26/08/24	Admin Fund	01/10/24 to 31/12/24	I0001022	858.87		2,424.00
26/08/24	Sinking Fund	01/10/24 to 31/12/24	I0001049	208.05		2,632.05
26/08/24	Insurance Recovery	01/07/24 to 30/06/25	I0001076	745.39		3,377.44
31/08/24	Journal	Interest to 31/08/24	J0002974	34.96		3,412.40
30/09/24	Receipt	Admin Fund	R0000651		1,485.14	1,927.26
30/09/24	Receipt	Sinking Fund	RA000651		420.07	1,507.19
30/09/24	Receipt	Overdue Interest	RB000651		94.79	1,412.40
31/10/24	Journal	Interest to 31/10/24	J0003102	32.64		1,445.04
25/11/24	Admin Fund	01/01/25 to 31/03/25	I0001103	980.31		2,425.35
25/11/24	Sinking Fund	01/01/25 to 31/03/25	I0001130	295.29		2,720.64
30/11/24	Journal	Interest to 30/11/24	J0003144	32.64		2,753.28
31/12/24	Journal	Interest to 31/12/24	J0003207	32.64		2,785.92
31/01/25	Journal	Interest to 31/01/25	J0003274	64.53		2,850.45
24/02/25	Other	Instruct D/Collector	M0000039	115.50		2,965.95
<b>More details on next page...</b>				<b>\$4,965.95</b>	<b>\$2,000.00</b>	<b>\$2,965.95</b>

Over 90 Days	90 Days	60 Days	30 Days	Current	<b>BALANCE DUE:</b>	<b>\$1,877.99</b>
0.00	0.00	0.00	0.00	1,877.99	Date Paid	Amount Paid

### Payment Options

	Tel: 1300 552 311 Ref: 9757 5262 9	Telephone: Call this number to pay by credit card. International: +613 8648 0158 (charges apply).	
	www.stratapay.com.au Ref: 9757 5262 9	Internet: Make credit card payments online (charges apply). Visit www.stratapay.com.au	
	www.stratapay.com/ddr Ref: 9757 5262 9	Direct Debit: Make auto payments from your credit card* or bank account. Visit stratapay.com/ddr to register *Credit card charges apply.	
	Billcode: 74625 Ref: 9757 5262 9	BPay: Contact your participating financial institution to make a payment from your cheque or savings account using BPay. BPAY® Registered to BPAY Pty Ltd ABN 69 079 137 518	
	Billpay Code: 3599 Ref: 9757 5262 9	In Person: Present this bill in store at Australia Post to make cheque or EFTPOS payments.	
	Make cheque payable to: StrataPay 9757 5262 9	Mail: Send cheque with this slip by mail to: StrataPay, Locked Bag 9 GCMC, Bundall Qld 9726 Australia	
	BSB: 067-970 Acct No: 9757 5262 9 (Applies to this bill only)	Internet Banking - EFT: Use this BSB and Account Number to pay directly from your bank account in Australian Dollars (AUD). Account Name: StrataPay Bank: CBA, Sydney, Australia.	



StrataPay Reference

**9757 5262 9**

Amount

**\$1,877.99**

Due Date

**Per Notice**

STRATA DYNAMICS PTY LTD  
 53766/02100023 Lot 133/

Pamela Maree Rowe  
 133/29 RoCHAT Avenue  
 BANYO QLD 4014



\*3599 975752629

All payments made through StrataPay payment options are subject to User Terms and Conditions available at www.stratapay.com or by calling 1300 135 610 or email info@stratapay.com. By using the payment options provided by StrataPay you are taken to have read and understood these User Terms and Conditions prior to using StrataPay. Credit card acceptance is subject to notation above. Additional charges may apply.

# SUMMERLIN MAGNOLIA APARTMENTS CTS 53766

ABN 54 433 994 174

## STATEMENT

Pamela Maree Rowe  
 133/29 RoCHAT Avenue  
 BANYO QLD 4014

Statement Period			
01 Jul 24 to 11 Mar 26			
A/c No	23	Lot No	133
Page Number	2	Unit No	

Transfer Date: 06/08/25

Date	Type	Details	Reference	Debit	Credit	Balance
25/02/25	Other	StrataLegal#48264	M0000040	220.00		3,185.95
26/02/25	Admin Fund	01/04/25 to 30/06/25	I0001157	980.31		4,166.26
26/02/25	Sinking Fund	01/04/25 to 30/06/25	I0001184	295.29		4,461.55
28/02/25	Journal	Interest to 28/02/25	J0003341	64.53		4,526.08
25/03/25	Other	StrataLegal#48549	M0000043	2,758.94		7,285.02
26/03/25	Receipt	Admin Fund	R0000710		819.58	6,465.44
26/03/25	Receipt	Sinking Fund	RA000710		208.05	6,257.39
26/03/25	Receipt	Insurance Recovery	RB000710		745.39	5,512.00
26/03/25	Receipt	Overdue Interest	RC000710		226.98	5,285.02
31/03/25	Journal	Interest to 31/03/25	J0003420	20.20		5,305.22
08/04/25	Receipt	Admin Fund	R0000723		1,493.30	3,811.92
08/04/25	Receipt	Sinking Fund	RA000723		590.58	3,221.34
08/04/25	Receipt	Overdue Interest	RB000723		20.20	3,201.14
08/04/25	Receipt	Other	RC000723		395.92	2,805.22
27/05/25	Admin Fund	01/07/25 to 30/09/25	I0001211	919.54		3,724.76
27/05/25	Sinking Fund	01/07/25 to 30/09/25	I0001238	251.67		3,976.43
31/07/25	Journal	Interest to 31/07/25	J0003823	29.28		4,005.71
04/08/25	Other	StrataLegal#49683	M0000048 X	147.95		4,153.66
07/08/25	Receipt	Admin Fund	R0000755		919.54	3,234.12
07/08/25	Receipt	Sinking Fund	RA000755		251.67	2,982.45
07/08/25	Receipt	Overdue Interest	RB000755		29.28	2,953.17
07/08/25	Receipt	Other	RC000755		2,775.94	177.23
28/08/25	Admin Fund	01/10/25 to 31/12/25	I0001265	919.54		1,096.77
28/08/25	Sinking Fund	01/10/25 to 31/12/25	I0001292	251.67		1,348.44
28/08/25	Insurance Recovery	01/07/25 to 30/06/26	I0001319	795.10		2,143.54
10/09/25	Journal	Reverse Interest	J0003890		29.28	2,114.26
10/09/25	Other	StrataLegal#49683	M0000048 Y		147.95	1,966.31
02/10/25	Receipt	Admin Fund	R0000776		890.95	1,075.36
02/10/25	Receipt	Sinking Fund	RA000776		251.67	823.69
02/10/25	Receipt	Insurance Recovery	RB000776		795.10	28.59
02/10/25	Receipt	Other	RC000776		29.28	-0.69
26/11/25	Admin Fund	01/01/26 to 31/03/26	I0001346	1,360.01		1,359.32
26/11/25	Sinking Fund	01/01/26 to 31/03/26	I0001373	309.72		1,669.04
09/01/26	Receipt	Admin Fund	R0000804		1,359.32	309.72
09/01/26	Receipt	Sinking Fund	RA000804		309.72	0.00
25/02/26	Admin Fund	01/04/26 to 30/06/26	I0001400	1,360.01		1,360.01
25/02/26	Sinking Fund	01/04/26 to 30/06/26	I0001427	309.72		1,669.73
25/02/26	Insurance Recovery	01/04/26	I0001454	208.26		1,877.99
<b>More details on next page...</b>				<b>\$16,167.69</b>	<b>\$14,289.70</b>	<b>\$1,877.99</b>

### GENERAL REQUEST

Duty Imprint

Duties Act 2001

**723882116**

ing Number

EC 470 \$113.04

24/02/2025 10:13:45

## OFFICE USE ONLY

Client No: 1052167

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

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

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

Signed \_\_\_\_\_

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

Exempt

Collection or information from this form is authorised by legislation and is used to maintain publicly searchable records. For more information see the Department's website.

**1. Nature of request**

REQUEST TO RECORD NEW COMMUNITY MANAGEMENT STATEMENT FOR SUMMERLIN MAGNOLIA APARTMENTS COMMUNITY TITLES SCHEME 53766

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

MAHONEYS  
GPO Box 3311  
Brisbane Qld 4001  
E-mail: info@mahoneys.com.au  
Tel: 07 3007 3777 Ref: 34685

**Lodger Code**

BE 2763

**2. Lot on Plan Description**

Common Property for Summerlin Magnolia Apartments Community Titles Scheme 53766

**Title Reference**

51222893

**3. Registered Proprietor/State Lessee**

Body Corporate for Summerlin Magnolia Apartments Community Titles Scheme 53766

**4. Interest**

NOT APPLICABLE

**5. Applicant**

Body Corporate for Summerlin Magnolia Apartments Community Titles Scheme 53766

**6. Request**

I hereby request that: the new community management statement deposited herewith which amends Schedule C be recorded as the new community management statement for Summerlin Magnolia Apartments Community Titles Scheme 53766.

**7. Execution by applicant**

*Katya Alexandara Pridmore*

24/02/2025

**Execution Date**

*[Signature]*

**Applicant's or Solicitor's Signature**

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

**53766**

ED WITH:

- A FORM 14 GENERAL REQUEST; AND
- A FORM 18C (IF NO EXEMPTION TO THE PLANNING BODY CMS NOTATION APPLIES).

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

*Office use only*  
**CMS LABEL NUMBER**

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

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

<b>1. Name (including number) of CTS</b> Summerlin Magnolia Apartments Community Titles Scheme 53766	<b>2. Regulation module</b> Accommodation
---------------------------------------------------------------------------------------------------------	----------------------------------------------

<b>3. Name of body corporate</b> Body Corporate for Summerlin Magnolia Apartments Community Titles Scheme 53766
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<b>4. Scheme Land</b>	
<b>Lot on Plan Description</b>	<b>Title Reference</b>
Common Property of Summerlin Magnolia Apartments CTS 53766	51222893
Lots 101-106, 111-117, 121-127, 131-137 on SP292311	51222894 to 51222920 (inclusive)

<b>5. Name and address of original owner</b> NOT APPLICABLE	<b>6. Reference to plan lodged with this statement (if applicable)</b> NOT APPLICABLE
----------------------------------------------------------------	------------------------------------------------------------------------------------------

**7. New CMS exemption to planning body community management statement notation (if applicable\*)**  
 Insert exemption clause (if no exemption – insert 'N/A' or 'not applicable')  
 Not applicable pursuant to section 60(6) of the *Body Corporate and Community Management Act 1997 (Qld)*

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

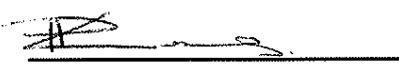
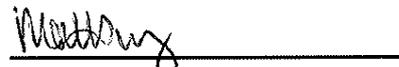
**8. Consent of body corporate**

**See Form 20 – BCCM Execution**

**BCCM EXECUTION /  
 RELEVANT CERTIFICATE**

<b>1. Community Titles Scheme (CTS) Name</b>	<b>CTS Number</b>
SUMMERLIN MAGNOLIA APARTMENTS	53766
<b>2. Module Type of BCCM Scheme</b>	<b>Instrument being executed (using this certificate)</b>
Accommodation Module	New CMS

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

Signature		Signature	
Signer Name	<u>Pamela Komes</u>	Signer Name	<u>Matthew Simpson</u>
Signer Authority	<u>Chairperson</u>	Signer Authority	<u>Body Corporate Manager</u>
Entity (if applicable)	_____	Entity (if applicable)	_____
Execution Date	<u>10-01-2025</u>	Execution Date	<u>10-01-2025</u>

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

**When this Form should be used:**

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

**Guidance**

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

**Signer Authority Guidance:**

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

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

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

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

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

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

**SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS**

<b>Lot on Plan</b>	<b>Contribution</b>	<b>Interest</b>
Lot 101 on SP292311	989	587
Lot 102 on SP292311	923	543
Lot 103 on SP292311	1074	632
Lot 104 on SP292311	1067	613
Lot 105 on SP292311	924	543
Lot 106 on SP292311	947	587
Lot 111 on SP292311	970	548
Lot 112 on SP292311	954	529
Lot 113 on SP292311	956	523
Lot 114 on SP292311	954	529
Lot 115 on SP292311	957	523
Lot 116 on SP292311	953	529
Lot 117 on SP292311	970	548
Lot 121 on SP292311	1016	570
Lot 122 on SP292311	999	533
Lot 123 on SP292311	1001	527
Lot 124 on SP292311	999	533
Lot 125 on SP292311	1002	527
Lot 126 on SP292311	998	533
Lot 127 on SP292311	1016	570
Lot 131 on SP292311	1061	574
Lot 132 on SP292311	1044	537
Lot 133 on SP292311	1046	530
Lot 134 on SP292311	1044	537
Lot 135 on SP292311	1047	530
Lot 136 on SP292311	1043	537
Lot 137 on SP292311	1061	574
<b>TOTALS</b>	<b>27,015</b>	<b>14,846</b>

**Deciding Contribution Schedule Lot Entitlements (CSLE)**

1. The Contribution Schedule Lot Entitlements (CSLE) for the scheme are not equal and have been based on the 'Relativity Principle'. As required by Section 46A of the Body Corporate and Community Management Act 1997, the CSLE for the scheme have been allocated having regard to:
  - (a) how the community titles scheme is structured;
  - (b) the nature, features and characteristics of the lots;
  - (c) the purposes for which the lots are used;
  - (d) the impact the lots may have on the costs of maintaining the common property; and
  - (e) the market values of the lots.
2. On the basis of these factors there is a variation in the CSLE for the scheme. The relative difference in lot entitlements recognises that the factors stated above do not impact on how much each lot should contribute to certain Body Corporate costs such as secretarial fees, audit fees, printing, postage and outlays, but the structure of the scheme and the features and characteristics of the lots result in a differential burden on the costs of the Body Corporate for such items as repairs and maintenance of some areas of the Common Property.

3. When allocating the lot entitlements to be included in the CSLE, each of the above factors impact on the allocation in the following ways:

(a) **Structure of the scheme**

The scheme is not part of a layered scheme and the structure of the scheme does not affect the CSLE.

(b) **Nature, Features and Characteristics of the Lots in the Scheme**

The Body Corporate is part of a Building Format Plan of subdivision so is responsible for the repairs and maintenance of Common Property within the scheme. This includes the landscaping, driveways, exterior walls and windows, roof, utility infrastructure and utility services to Common Property. In allocating CSLE the following features and characteristics of lots in the scheme increase the burden that the lot places on the body corporate expenditure for the maintenance, cleaning and repair of the Common Property:

- (i) The Area of the Lot. Additional entitlements are added depending on the size of the lot. The larger the lot the greater the demand on support and shelter costs.
- (ii) The number of potential Occupants. Not all lots have the same number of potential occupants. Larger lots that can cater to a greater number of occupants have the potential to create a greater burden on Common Property and additional lot entitlements are added to reflect this.
- (iii) The level of the building on which the lot is situated. Additional entitlements are added depending on the level of the building in which the lot is situated. The higher the lot in the building the higher the cost of maintaining, cleaning and repairing the exterior of the lot and the higher the burden placed on maintaining, operating and repairing the lifts.

(c) **The purpose for which the lots are used**

Each of the lots in the scheme are used for residential purposes and consequently this factor does not affect the lot entitlements.

(d) **The impact the lots may have on the costs of maintaining the common property**

The impact the lots may have on the costs of maintaining the common property affects the CSLE as outlined in item 3(b).

(e) **The market values of the lots**

The market value of the lots does not affect the CSLE.

In having reference to the above factors it is considered just and equitable for there to be a variation in the CSLE for lots within the scheme.

**Deciding Interest Schedule Lot Entitlements (ISLE)**

The Interest Schedule Lot Entitlements (ISLE) for the scheme are not equal and have been based on the 'Market Value Principle' as required by Section 46B of the Body Corporate and Community Management Act 1997.

<b>SCHEDULE B</b>	<b>EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND</b>
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In accordance with the layered arrangements identified in the community management statement for Summerlin CTS 50702.

<b>SCHEDULE C</b>	<b>BY-LAWS</b>
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The By-laws in Schedule 4 of the Act will not apply to the Scheme and the following By-Laws will apply:

## 1. INTERPRETATION

### 1.1 Rules of Interpretation

In these By-Laws unless a contrary intention appears:

- (a) headings throughout these By-Laws are for guidance only and are not to be used as an aid in the interpretation of these By-Laws;
- (b) the singular includes the plural and visa versa;
- (c) references to either gender shall include a reference to the other gender;
- (d) reference to the whole includes any part of the whole;
- (e) a reference to a statute, ordinance, code or other Law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (f) a reference to a person includes a firm, a body corporate, an unincorporated association or an authority;
- (g) where these By-Laws say that something can or must be done by the Body Corporate then that thing may be done by the committee unless there is a legal restriction on the committee doing so; and
- (h) all By-Laws must be construed so as not to be invalid, illegal or unenforceable in any respect but if any By-Law on its true interpretation is illegal, invalid or unenforceable that provision may be read down to such extent as may be necessary to ensure that it is not illegal, invalid or unenforceable and a may be reasonable in all the circumstances so as to give it a valid operation of a partial character. If any such By-Law or part cannot be so read down by such By-Law will be deemed to be void and severable and the remaining By-Laws or part must not in any way be affected or impaired.

### 1.2 Definitions

In these By-Laws unless a contrary intention appears, the following words have these meanings:

*Act* means the *Body Corporate and Community Management Act 1997 (Qld)* and the Regulation Module applying to the Scheme.

*Authority* means any body, Government or otherwise, or person having or exercising control over the use or operation of the Scheme.

*Body Corporate* means the Body Corporate created upon the establishment of the Scheme, and includes the successors in title and assigns of the Body Corporate, the registered lessee of the Common Property of the Body Corporate if any, and where the context permits, the Body Corporate's associates.

*Body Corporate Assets* means the personal property of the Body Corporate.

*By-Laws* means the By-Laws or any specified part of them.

*Caretaker Manager* means the person or corporation appointed by the Body Corporate from time to time as resident caretaker to, amongst other things, keep the Common Property in good order.

*Common Property* means the Common Property of the Scheme.

*Committee* means the Committee of the Body Corporate appointed pursuant to the Act.

*Cost(s)* includes any cost, charge, expense, outgoing, payment or other expenditure of any nature whatsoever, including, where appropriate, all legal fees on an indemnity basis.

*Heavy Vehicle* includes a motor vehicle in excess of three (3) tonnes weight unloaded.

*Invitee* in relation to Owner or Occupier of a Lot includes a tenant, guest, servant, employee, agent, member of the family, contractor, customer, visitor, invitee or licensee of:

- (a) an Owner or Occupier of a Lot; and

- (b) in the case of an Owner within the provisions of Section 19 of the Act, being the Body Corporate for a Lot which is itself scheme land for a subsidiary scheme, of Owners or Occupiers of a Lot in a subsidiary scheme.

*Law* means any statute, rule, regulation, proclamation, ordinance, By-Law or statutory instrument (as defined in the *Statutory Instruments Act 1992 (Qld)*), whether present or future and state, federal or otherwise.

*Local Government* means the Brisbane City Council.

*Lot* means a Lot in the Scheme to the maximum extent consistent with the Act and where lawful Section 18(4) of the Act shall not apply to the use of the term "Lot" in these By-Laws), includes a lot in any subsidiary scheme.

*Notice* means any notice in writing, any statement in writing, any written material and any other written communication.

*Occupier* includes the Owner (when the Owner is in occupation of the Lot) and includes a mortgagee in possession of a Lot and includes an occupier of a part of a Lot and for the sake of clarity, in the case of a Lot included in the Scheme which is scheme land for a subsidiary scheme, includes the occupier of a Lot or Common Property in the subsidiary scheme.

*Original Owner* has the meaning given to it in the Act and initially means Ivedon Street Pty Ltd A.C.N. 139 408 745.

*Owner* has the meaning ascribed to that term by the Act including by the Dictionary with the Act and the provisions of Section 19(a) of the Act, (and therefore includes the Body Corporate for a Lot included in the Scheme which Lot is itself scheme land for a subsidiary scheme) without limitation by Section 19(b) of the Act. Owner includes the successors in title and assigns of the Owner and the registered lessee of a Lot if any.

*Principal CTS* means Summerlin CTS 50702.

*Principal CTS CMS* means the community management statement for the Principal CTS.

*Recreation Areas* includes all the recreation and similar areas and facilities on the Scheme Land.

*Scheme* means Summerlin Magnolia Apartments CTS 53766.

*Scheme Land* means all the land contained in the Scheme.

*Secretary* means the Secretary of the Body Corporate.

*Subsidiary Scheme* means a community titles scheme, the scheme land of which forms part of the Scheme Land of the Scheme.

*Vehicles* includes motor bikes, but does not include motor vehicles in excess of three (3) tonnes weight loaded, caravans, campervans or mobile homes.

## **2. PRINCIPAL SCHEME BY-LAWS**

### **2.1 Layered arrangement effect on By-laws**

As a subsidiary scheme of the Principal CTS, each Owner is bound by the terms of the Principal CTS CMS.

The Body Corporate cannot adopt consent or record, a new community management statement (for the subsidiary scheme) which varies the By-Laws contained in, or incorporated by a reference into, its then existing community management statement unless such variation is first approved in writing by the Committee or the Body Corporate of this Scheme.

The Body Corporate of a Subsidiary Scheme (being deemed by the Act to be an Owner of a Lot (included in the Scheme) constituting a Subsidiary Scheme) must:

- (a) not suffer, permit or allow any Owner or Occupier of a Lot included in the Subsidiary Scheme or Invitee of such Owner or Occupier to do anything which (if done by an Owner or Occupier of a Lot included in this Scheme, would constitute a breach of these By-Laws);
- (b) take all action necessary, and available to it, to enforce its own Community Management Statement (including its By-Laws) if requested to do so by the Committee or the Body Corporate; and
- (c) not adopt consent or record, a new Community Management Statement (for the Subsidiary Scheme) which varies the By-Laws contained in, or incorporated by a reference into, its then existing Community Management Statement unless such variation is first approved in writing by the Committee or the Body Corporate of this Scheme.

## 2.2 Compliance

The By-Laws of this CTS and of any Subsidiary Schemes must:

- (a) comply with all laws (including by reason of any relevant orders issued from any court having jurisdiction);
- (b) comply with all requirements of any authority having jurisdiction including without limitation the Local Government (including without limitation all approvals); and
- (c) take into account the plans and statements (as are current from time to time) provided by the Original Owner including without limitation relating to environmental management, engineering management, fauna management, vegetation management, landscaping management and and/or acoustics.

## 2.3 Covenants and agreements

The Original Owner and/or Body Corporate shall have the power to grant all easements, covenants and enter into all agreements required by any relevant authority, utilities or service provider (including without limitation the Local Government). This may include without limitation:

- (a) the granting, surrendering or amending of any registered easements;
- (b) the granting, surrendering or amending of any registered covenants;
- (c) the dedication of any land (including as open space or road);
- (d) the granting of rights in relation to access to or use of common property; and/or
- (e) agreements with respect to the maintenance of any land or facility within the general vicinity of the CTS, and the terms of such agreements shall be at the absolute discretion of the Body Corporate.

## 3. PROTECTION OF COMMON PROPERTY

### 3.1 Landscaping

An Owner or Occupier of a Lot must not:

- (a) damage or remove any landscaping, lawn, garden, tree, shrub, plant or flower being part of or situated upon the Scheme Land; or
- (b) except with the prior written consent of the Body Corporate, use for his own purposes as a garden or landscaping area any portion of the Common Property.

### 3.2 Damage to Common Property or Lot

An Owner or Occupier of a Lot must not, without the Body Corporate's written approval, mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property or any Body Corporate Asset.

### 3.3 Depositing of rubbish on Common Property

An Owner or Occupier of a Lot must:

- (a) not deposit or throw upon the Common Property or the exterior of a Lot any rubbish, dirt, dust or other material likely to interfere with the peaceful use and enjoyment of another Owner or Occupier or of any person lawfully using the Common Property;
- (b) not throw or allow to fall or permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of any window, door, skylight or balcony (if any) of a Lot;
- (c) lawfully dispose of any rubbish located on the Lot; and
- (d) follow all directions of the Committee with respect to the disposal of rubbish within the Scheme.

The Committee is empowered in its absolute discretion to clear away (at the cost of any offending Owner or Occupier) all such rubbish, dirt, dust, paper, refuse, cigarette butts or other material or substance and repair any damage caused to the Common Property or Lot.

## 4. CONDUCT WITHIN THE SCHEME

### 4.1 Nuisance

An Owner or an Occupier of a Lot must not permit noxious or offensive trade or activity to be carried on upon the Scheme Land or in any Lot nor permit anything to be done thereon which may be, or may become an annoyance or nuisance to the neighbourhood or which may be likely to interfere with the peaceful enjoyment of the Owners and Occupiers of other Lots or any other person lawfully using the Common Property. In particular and without limitation:

- (a) no loud noises, noxious odours, exterior speakers, horns, whistles, bells or other sound devices, noisy or smoky vehicles or items which may unreasonably interfere with television or radio reception of any residence may be located used or placed on any portion of the Scheme Land or exposed to the view of other Owners or Occupiers without the prior written consent of the Body Corporate;
- (b) all musical instruments, wireless, radiograms, television sets, stereos and the like shall be controlled so that the sound arising therefrom is reasonable and will not cause annoyance to other Owners and Occupiers of Lots on the Scheme Land;
- (c) guests leaving after 11.00pm must be requested by their hosts to leave quietly and quietness must also be observed when Owners and Occupiers return to their Lots late at night or in the early morning hours; and
- (d) in the event of any unavoidable noise in a Lot at any time the Occupier or Owner thereof will take all practical means to minimise annoyance to other residents by closing all doors, windows and curtains of their Lot and also further steps as may be within their power for the same purpose.

### 4.2 Smoking

Owners and Occupiers must not Smoke on Scheme Land unless the smoking is in:

- (a) an inside area forming part of their lot or exclusive use area; and
- (b) a way that does not cause a nuisance, hazard or unreasonable interference with another person's use and enjoyment of the common property.

### 4.2 Obstruction

An Owner or Occupier of a Lot must not:

- (a) obstruct or interfere with:
  - (1) the Lawful use of the Common Property by any person; or
  - (2) the use of pathways and driveways on the Common Property and any easement giving access to the Common Property;
- (b) use pathways and driveways on the Common Property and any easement giving access to the Common Property for any other purpose than the reasonable ingress and egress to and from their particular Lot.

Occupiers (other than the Original Owner) must not directly instruct any contractors or workmen employed by the Body Corporate unless authorised in writing by the Body Corporate.

### 4.3 Accidents on Common Property

The Owner and Occupier of a Lot must:

- (a) give Notice in writing to the Body Corporate of any accident which:
  - (1) occurs on or arises out of or relates to Common Property; or
  - (2) involves the Owner, Occupier or any Invitee of the Owner or Occupier; and
- (b) include in such Notice, all details of such accident normally required by an insurer;
- (c) provide all such assistance with any insurance claim arising out of such accident as is reasonably required by the Body Corporate or its representatives; and
- (d) advise the Body Corporate in writing of any observed hazard, defect or damage observed on Common Property.

### 4.4 Storage of flammable materials

The Owner or Occupier of a Lot must not, without the Body Corporate's written approval, store a flammable substance on the Common Property. The Owner or 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. However, this section does not apply to storage of fuel in:

- (a) a fuel tank of a vehicle, boat or internal combustion engine; or

- (b) a tank kept on a vehicle or a boat in which the fuel is stored under the requirements of the Laws relating to the storage of flammable liquid.

#### **4.5 Use of services and facilities**

The Owner or Occupier of a Lot must use services and facilities in Lots and the Common Property properly and not for any purpose for which they were not designed.

#### **4.6 Notice of damage**

The Body Corporate must be promptly notified of any damage to or defect in water or gas pipes, electrical cables, service cables, utility infrastructure and other fixtures which comprise part of the Common Property.

#### **4.7 Insurance**

An Owner or Occupier of a Lot must not bring to, do or keep anything on his Lot which may increase the rate of insurance on his Lot or any other part of the Scheme Land which may conflict with the Laws and/or regulations relating to safety or any insurance policy for such Lot or Scheme Land or the regulations or ordinances or any public authority for the time being in force.

### **5. VEHICLES, PARKING AND DRIVING**

#### **5.1 Parking on Common Property**

- (1) An Occupier must not, without the Body Corporate's written approval:
- (a) park a vehicle, or allow a vehicle to stand, on the Common Property, or
  - (b) permit 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 sole use of visitors' vehicles.
- (2) An approval under subsection (1) must state the period for which it is given, with the exception of designated visitor parking.
- (3) However, the Body Corporate may cancel the approval by giving 7 days' Notice to the Occupier, with the exception of designated visitor parking.

#### **5.2 Ability to remove vehicles**

The Committee is empowered in its absolute discretion to secure the removal of all and any vehicles parked contrary to the By-Laws on the Common Property by towing or other available means. The offending Occupier or Owner is responsible for all Costs of the Body Corporate incurred by reason thereof.

#### **5.3 Heavy Vehicles**

Heavy Vehicles are not permitted on Common Property and/or assets of the Body Corporate without the prior written permission of the Committee which can be given or withheld at its absolute discretion. This By-law does not apply to the Original Owner (or at its direction).

#### **5.4 Speed limit**

Occupiers must not exceed the Speed Limit while driving any vehicle on Scheme Land. Occupiers must use their best endeavours to ensure that their Invitees do not exceed the Speed Limit.

#### **5.5 Bicycles**

Bicycles shall only be stored in the areas and racks provided by the Body Corporate (if any) and must be locked to prevent theft.

No motor bikes or scooters are to be stored or allowed to stand in any areas designated for bicycles.

## 6. USE OF LOTS

### 6.1 Peaceable use

Subject to this By-Law Lots may be used for any purpose permitted by Law.

No Occupier may use any Lot for a use which:

- (a) is illegal or unlawful;
- (b) may be injurious to the reputation of the CTS or Owners of Lot;
- (c) may interfere with other Owner's or Occupier's peaceful enjoyment of a Lot or Common Property;
- (d) may interfere with the general management of the common property and/or any Recreational Areas;
- (e) is contrary to any law or requirement of the Local Government; or
- (f) is inconsistent with the By-Laws of this CTS or of any Subsidiary Scheme.

### 6.2 Caretaker's Office

At any time, only one Lot (**Caretaker's Office**) included in a Scheme that is a Subsidiary Scheme may be used as an office from which to perform the duties of the Caretaker of the Common Property. The Caretaker's Office shall be:

- (a) initially the Caretaker's Office as may be nominated in writing by the Original Owner to the Body Corporate;
- (b) the Caretaker, while the Caretaker of Common Property for this Scheme, may designate another Lot which may be used for that purpose instead of the original nominated Lot. When this occurs, the original (or previously) nominated Lot may no longer be used for that purpose;
- (c) when the Caretaker ceases to be the Caretaker of Common Property for this Scheme, the Committee of this Scheme may nominate another Lot in a Scheme that is a Subsidiary Scheme of this Principal Scheme to be used as an office from which to perform the duties of the Caretaker of the Common Property. When this occurs, the original (or previously) nominated Lot may no longer be used for that purpose.

The process in this By-Law may be repeated each time a new Lot is designated as the Lot which may be used for conducting the business of caretaking and managing.

### 6.3 Letting Agent's Office

The Letting Agent's Office shall be:

- (a) initially, the Letting Agent's Office as may be nominated in writing by the Original Owner to the Body Corporate;
- (b) the Letting Agent, while that Letting Agent holds an authorisation from this Scheme to act as a Letting Agent for this Scheme may designate another Lot which may be used for that purpose instead of the original nominated Lot. When this occurs, the original (or previously) nominated Lot may no longer be used for that purpose;
- (c) when that Letting Agent ceases to hold an authorisation from the Scheme to act as a letting agent for this Scheme, the Committee of this Scheme may nominate another Lot included in a Scheme that is a Subsidiary Scheme of this Scheme to be used to conduct the business of a letting and selling agent for the Lots. When this occurs, the original (or previously) nominated Lot may no longer be used for that purpose.

The process in this By-Law, may be repeated each time a new Lot is designated as the Lot which may be used for conducting the business of a letting and selling agent for the Lots. The Letting Agent's office and Caretaker's Office may be the same Lot.

### 6.4 Maintenance of Lots

Occupiers must:

- (a) maintain their Lot and keep it clean and free of rubbish, insects and vermin;
- (b) keep accessible windows and glass clean;
- (c) maintain and repair their Lot so that it is not offensive in appearance to other Occupiers; and
- (d) ensure that all balconies and terraces that form part of their Lot do not leak resulting in water escaping into other Lots or Common Property.

If the Committee gives the Owner or Occupier reasonable notice of the intention to enter the Lot for inspection or to carry out works, the Occupier must permit representatives and agents of the Body Corporate access to the Lot

at all reasonable times for the purpose of inspection, carrying out works and carrying out works to rectify any Breach.

An Occupier of a Lot which contains any garden area or feature plants must maintain that area or plants so as to be tidy in appearance and facilitate the Scheme being visually uniform.

#### 6.5 Structural matters

An Owner or Occupier must not:

- (a) make any structural alterations to the Lot (including any alteration to gas, water, electrical or similar installations or installation of any air-conditioning system); or
- (b) do anything which might affect the structural integrity of the improvements on the Scheme Land, without the prior written consent of the Committee. The Owner or Occupier must obtain any other approval required by law.

#### 6.6 Changes to external appearance

An Owner or Occupier may not do anything to change the external appearance of the Lot without the prior written consent of the Committee and consent of the Local Authority (if required). For example, this means an Owner or Occupier must not:

- (a) enclose the balcony of the Lot;
- (b) place or construct any improvement on the Lot which can be seen from the outside of the Lot;
- (c) fix any antennae or aerial to the Lot;
- (d) affix shutters, awnings, tinting or security screens on any door or window except those similar in appearance to insect screens (with flat screening material and which to all intents and purposes would be viewed as an insect screen);
- (e) hang curtains or other window trimmings in the Lot except curtains with a white or neutral backing;
- (f) alter any landscaping or garden;
- (g) hang washing, bedding or other articles, display any sign, banner, advertisement or similar articles, use any part of the Lot for storage (except exclusive use storage areas), keep any oversized plants (as determined in the opinion of the Committee) and install any aerials, receivers or the like if it is visible from the outside of the Lot.

This By-law does not apply to the Original Owner (or at its direction).

#### 6.7 Treatment of balconies and terraces

All balconies and terraces are to remain unenclosed with no shutters, glazing, louvers or similar permanent structures other than those consistent with any requirement of the Local Authority, clearly depicted on approved Council drawings.

#### 6.8 Security

Occupiers must:

- (a) lock or securely fasten all doors and window whenever the Lot is not occupied;
- (b) after entry or exit, close and lock any door, gate, roller door or other means of entry to the Scheme Land or an asset of the Body Corporate which are intended to prevent unauthorised access; and
- (c) keep all keys and other security devices in a safe place and immediately report to the Body Corporate or Service Contractor any keys or other security devices which may be lost or stolen.

An Owner or Occupier must not affix security screens to any window or door without the prior consent of the Committee.

#### 6.9 Consent to alterations

The following procedure applies to an application for consent to alterations:

- (a) the Owner must submit a written request together with plans and specifications to the Committee;
- (b) the Committee may submit the plans to an architect, engineer or other consultant nominated by it, if they consider they need specialist advice;
- (c) the Committee may impose conditions on the approval of the plans and specifications; and
- (d) all fees and costs incurred by the Committee must be paid by the Owner.

#### 6.10 Air-conditioning units located on Common Property

Air-conditioning units for Lots may be located on Common Property. Responsibility for the maintenance of air-conditioning units which service individual Lots are:

- (a) Owner or Occupier:
  - (1) must maintain the air-conditioning unit and any associated infrastructure for their Lot in good working order [and for the avoidance of doubt, the Body Corporate is not responsible for the same]; and
  - (2) is responsible for the air-conditioning unit and any associated infrastructure for their Lot in all respects including any loss or damage to or caused by the same [and as such, it is up to the Owner or Occupier to hold all appropriate insurances as the Body Corporate is not responsible for insuring the air-conditioning units or associated infrastructure].
- (b) Body Corporate must:
  - (1) keep the area in which the units are maintained generally in a clean and tidy condition (subject to the prevailing conditions if the units are located outdoors);
  - (2) allow access to the area during business hours to a licensed contractor of an Owner or Occupier upon at least 2 days' Notice from the Owner or Occupier;
  - (3) maintain the Common Property area generally [but if any such maintenance is required due to damage caused by an Owner or Occupier (other than fair wear and tear) the Body Corporate can charge the relevant Owner or Occupier the Cost of the same];
  - (4) maintain utility infrastructure and other Body Corporate fixtures within the area [but if any such action is required due to damage caused by an Owner or Occupier (other than fair wear and tear) the Body Corporate can charge the relevant Owner or Occupier the Cost].

### 6.11 Garbage disposal

- 6.11.1 Garbage must be kept in a clean dry garbage receptacle within a Lot or on Common Property designated by the Committee.
- 6.11.2 Occupiers must not, in disposing of garbage, adversely affect the health, hygiene or comfort of other Occupiers and Invitees.
- 6.11.3 Occupiers must not put any rubbish, dirt or other offensive material on the Common Property or an asset of the Body Corporate and must directly dispose of any rubbish generated within or located within that Occupier's Lot.
- 6.11.4 Occupiers must in using any garbage chute, ensure:
  - (a) only items which fit freely be placed down the garbage chute;
  - (b) no glass or boxes are deposited in the chute; and
  - (c) all rubbish is securely fastened in a bag.
- 6.11.5 The Committee may:
  - (a) clear away all rubbish, dirt or other material located on the Common Property, an asset of the Body Corporate or within a Lot;
  - (b) repair any damage caused to the Common Property, an asset of the Body Corporate or the Lot by any rubbish, dirt or other material; and
  - (c) recover all costs associated with clearing the garbage chute if an oversized item blocks the garbage chute,
 at the cost of the Owner of the offending Lot.
- 6.11.6 The Body Corporate has the power to devise and adopt a garbage storage removal system from time to time. Any system must first be approved by Council's waste service division and must be complied with by Occupiers.

### 6.12 Clearance of post boxes

The Owner or Occupier of a Lot must regularly clear the post box for the Lot wherever located.

### 6.13 Access to Lot(s)

The Occupier of a Lot must permit the Body Corporate by itself, its servants, agents, consultants or contractors full and free access to the Lot with or without necessary equipment, tools, materials and machinery and to dig into, erect scaffolding upon and break the soil of the Lot where necessary for the purpose of:

- (a) installing, maintaining, repairing or replacing all or any cables, pipes, conduits, channels, manholes, chambers, inlets, drains, fittings or the like for the supply of all or any utility services (as defined in Schedule 4 of the Act) to the Lots and any other Lots or common property of the CTS; and

- (b) maintaining, repairing or replacing any retaining wall which forms part of the boundary of the Lot with the Common Property provided the Body Corporate must restore the Lot to the condition it was in immediately prior to its right of access being exercised.

#### **6.14 Notification of infectious diseases**

In the event any infectious disease which may require notification by virtue of any statute, regulation or ordinance affecting any person upon any Lot the Owner or Occupier of such Lot must give, or cause to be given, Notice thereof and any other information which may be required relating thereto to the Committee and shall pay to the Committee the expenses of disinfecting the Lot where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease.

#### **6.15 Auction sales**

Occupiers must not permit any auction sale to be conducted or take place within their Lot or upon the Common Property or an asset of the Body Corporate without the prior written permission of the Committee. This By-law does not apply to the Original Owner (or at its direction)

### **7. ANIMALS**

#### **7.1 Guide Dogs**

A person mentioned in the *Guide Dogs Act 1972 (Qld)*, Section 5, who has the right to be on a Lot or on the Common Property, has the right to be accompanied by a Guide Dog while on the Lot or the Common Property. A person mentioned in this By-Law, who is the Owner or Occupier of a Lot has the right to keep a Guide Dog on the Lot.

#### **7.2 Pets**

Subject to section 181 of the Act and this By-Law, Occupiers may not keep or bring any animal on Scheme Land unless in compliance with this By-Law.

An Owner or Occupier may keep one animal (ie. one dog or one cat) only in a Lot as long as:

- (d) the Occupier gives the Committee prior notice of its intention to keep the animal and details of the type, size and registration of the animal;
- (e) the animal:
- (1) weighs less than 10 kilograms;
  - (2) if required by any Authority, registered and micro-chipped;
  - (3) is a domesticated pet;
  - (4) is suitably restrained whilst on the Common Property or an asset of the Body Corporate; and
  - (5) does not disturb Occupiers or create any safety or amenity issues as to Scheme Land.

The onus of proving that the animal complies with this By-Law is on the Owner or Occupier. In the event that the Committee forms the reasonable view that the animal is not in compliance with this By-Law, it can require the removal of the animal.

An Owner or Occupier may keep a second or subsequent animal only with prior written approval of the Committee.

#### **7.3 Refusal of permission**

Despite anything else in this By-Law, the Body Corporate may refuse permission (and prohibit) to bring or keep a pet or other animal onto the Scheme Land by giving Notice to the Owner of the pet or other animal concerned if, in the reasonable opinion of the Body Corporate, the pet or other animal is a nuisance or a danger to other Owners or Occupiers or there has been a persistent breach of this By-Law.

#### **7.4 Liability**

Any Owner or Occupier of a Lot who brings, keeps or allows a pet or other animal onto the Scheme Land is responsible for and assumes all liability for the actions of the pet or other animal whether or not the Owner or Occupier had knowledge, notice or forewarning of the likelihood of such action.

#### **7.5 Detaining of animals**

Any pet or other animal in breach of this By-Law and/or found loose on the Scheme Land may be detained by the Body Corporate.

The Body Corporate is empowered in its absolute discretion to arrange for the removal of any pet or animal (in breach of these By-laws) by engaging a professional and in such instances the offending animal owner is responsible for all costs of the Body Corporate incurred by reason thereof, payable prior to release of the animal.

## **8. SECURITY**

### **8.1 Security system**

The Body Corporate has the power to operate a security system or systems for the Scheme Land including to implement security procedures and security equipment designed to prevent unauthorised entry to the Scheme Land.

### **8.2 Ability to delegate**

The Body Corporate may operate this security system itself or delegate that responsibility to someone else or retain someone else to operate the security system (including a person who is a service contractor within the meaning of the Act).

### **8.3 Compliance**

A Subsidiary Body Corporate and Owners and Occupiers of Lots must comply with the security systems and must not do anything that may detrimentally affect a security system or its operation.

### **8.4 No liability**

The Body Corporate is not responsible or liable for loss or damage suffered by a person and directly and indirectly caused by:

- (a) the security systems not working, or not working properly or not working as well as the systems could or should work; or
- (b) someone making an unauthorised entry to the Scheme Land.

### **8.5 Payments**

If Owners or Occupiers wish to have their Lot attached to the security system they will be required to pay additional fees to the Body Corporate, as determined by the Body Corporate.

## **9. PROPERTY**

### **9.1 Notice to be observed**

An Owner or Occupier of a Lot must observe the terms of any Notice displayed on any part of the Common Property or Body Corporate Asset by authority of the Committee or of any statutory authority.

### **9.2 Rules relating to Common Property**

The Committee may make, amend, delete or add to, from time to time, rules relating to the Common Property and/or Body Corporate Assets and in particular in relation to the use of any improvements on the Common Property including Recreation Areas and other facilities, not inconsistent with these By-Laws and the same must be observed by the Owners or Occupiers of Lots as is set out in these By-Laws, unless and until they are disallowed or revoked by majority resolution at a general meeting of the Body Corporate.

### **9.3 Rules relating to Recreation Areas**

Subject to the Act and the Regulation Module, the Committee may make rules relating to the management, occupation, use, and maintenance of the Recreation Areas and any improvements or alterations to it and the rules so made must be observed by the Owners or Occupiers entitled to use the Recreation Areas.

To the maximum extent possible, each By-Law applies to the use and enjoyment of the Recreation Areas by an Owner and/or Occupier of a Lot.

#### 9.4 Times for use of Recreation Areas

The Recreation Areas must not be used between the hours of 10pm and 6am or such hours as agreed by the Committee and the Caretaker Manager. If overcrowding is experienced in the use of Recreation Areas, the Caretaker Manager may arrange for the implementation of systems for the mutual benefit of all Owners and Occupiers of Lots in the Scheme Land.

#### 9.5 Rules for use of Recreation Areas

Each Owner and each Occupier of a Lot, when making use of the Recreation Areas must ensure:

- (a) Invitees and guests do not use the Recreation Areas unless an Owner or Occupier accompanies them at all times;
- (b) under no circumstance an Invitee or guest is given the Owner's or Occupier's electronic key fob to access the Recreation Areas;
- (c) for gatherings within the Recreation Areas of more than 4 people (including all children and the Owner or Occupier), the Owner or Occupier must book the area using the online (or any other designated) booking system;
- (d) children below the age of thirteen (13) years in all areas and in the case of the gym, below the age of sixteen (16) years, are not in or around the same unless accompanied by an adult Owner or Occupier exercising effective control over them;
- (e) all persons exercise caution and respect at all times and not behave in any manner that is likely to interfere with the use and enjoyment of the same by other persons;
- (f) there is no offensive language or behaviour in or around the same;
- (g) no person runs around or in the vicinity of any pool;
- (h) no person brings anything made of glass into or around the pools or fenced pool area;
- (i) all persons are adequately and respectfully clothed;
- (j) under no circumstance are alcoholic beverages (irrespective of packaging) taken into or consumed within the fenced pool area or the gym;
- (k) subject to rule (j), only conservative drinking of alcoholic beverages in or around the Recreation Areas;
- (l) subject to section 181 of the Act, no animals or pets are permitted in the fenced pool area; and
- (m) subject to rule (l), an Owner or Occupier who has a pet approved by the Committee pursuant to By-Law 7.2 may bring their pet in or around the Recreation Areas so long as
  - (1) the animal is suitably restrained, and in the case of a dog being on a leash, at all time;
  - (2) the animal does not disturb Occupiers, Owners, Invitees or guests or create any safety or amenity issues; and
  - (3) the Owner or Occupier immediately cleans up after the animal.

The onus of proving that the animal complies with this rule is on the Owner or Occupier. In the event the Committee forms the reasonable view that the animal is not in compliance with this rule, it can require for the animal to be prohibited from entering in or around the Recreation Areas.

In the event the Committee forms the reasonable view that an Owner or Occupier has not acted in compliance with this By-Law 9.5, upon reasonable notice to the Owner or Occupier the Committee can deactivate the Owner's or Occupier's electronic key fob accessing the Recreation Areas for a period of 1 month. In the event of further breaches from the Owner or Occupier, the Committee acting reasonably may permanently deactivate the Owner's or Occupier's electronic key fob accessing the Recreation Areas.

### 10. OBSERVANCE OF THE BY-LAWS AND DAMAGES

#### 10.1 Observance of the By-Laws

The Owner (including an Owner within the provisions of Section 19 of the Act (being the Body Corporate for a Lot which is itself Scheme Land for a Subsidiary Scheme) and Occupier of a Lot must ensure that:

- (a) the provisions of these By-Laws; and
- (b) the duties and obligations imposed by these By-Laws on an Owner or Occupier of a Lot, are observed and fulfilled not only by such Owner or Occupier but also by the invitees of the Owner or Occupier.

#### 10.2 Observance by Invitees

An Owner or Occupier of a Lot must take all reasonable steps to ensure that Invitees of the Owner or Occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or of any person lawfully using the Common Property.

An Owner of a Lot which is the subject of a lease, tenancy or licence must ensure the lessee, tenant or licensee receives a copy of the By-laws and must take all reasonable steps, including any action available under any such lease, tenancy or licence, to ensure that any lessee, tenant or licensee or other Occupier of the Lot or their Invitees, agents, contractors and employees comply with these By-laws.

### **10.3 Damage or money incurred by the Body Corporate**

Where the Body Corporate suffers damage as a result of or expends money (including GST) to rectify, to make good the damage caused by and/or to obtain legal or other advice or representation, in relation to a breach or potential breach of the Act including failure to pay any contributions, levies or monies payable to the Body Corporate pursuant to the Act or these By-Laws (all these By-Laws) by an Owner or Occupier of a Lot or any Invitees of such Owner or Occupier or of any of them, the Body Corporate may, in its absolute discretion:

- (a) seek and order of an Adjudicator under the Act requiring the Owner who committed the Breach, or who is responsible for the Breach (if the Breach was committed by an Occupier or Invitee) to pay the Body Corporate's Costs; or
- (b) recover its Costs as a debt in an action in any court of competent jurisdiction from the Owner who committed the Breach or who is responsible for the Breach (if the Breach was committed by an Occupier or Invitee).

### **10.4 Requirement to pay**

If the Body Corporate incurs costs or expenses because an Occupier does not pay an amount due to the Body Corporate or breaches these By-Laws, the Act or the Regulation, the Occupier must pay the Body Corporate those costs or expenses within 7 days of the Body Corporate demanding payment, as a Liquidated debt due to the Body Corporate.

## **11. BODY CORPORATE POWERS**

### **11.1 Breach**

If an Owner or Occupier commits a Breach, the Body Corporate may give the Owner and Occupier a Notice to remedy the Breach within 14 days.

If the Owner or Occupier fails to remedy the Breach, the Body Corporate may, on a further 3 days' Notice to the Owner and Occupier, enter the Lot (or any applicable Common Property or asset of the Body Corporate to which an exclusive use right applies) and carry out any necessary works to remedy the Breach.

If an Owner commits a Breach and the Committee deems it to be an emergency situation, the Body Corporate may immediately enter the Lot or any other relevant area, and carry out the necessary works to remedy the Breach.

For the avoidance of doubt, the Body Corporate may recover its Costs in respect of that Breach in accordance with these By-Laws and under the Act.

### **11.2 Inspection of Lots**

Occupiers must (upon 1 days' Notice except in the case of an emergency when no Notice is required) permit representatives of the Body Corporate to access their Lot to:

- (a) conduct inspections;
- (b) test any equipment within the Lot;
- (c) trace and repair any leakage or defect in equipment within the Lot at the expense of the Owner;
- (d) read any meter situation within the Lot; and
- (e) maintain any equipment (including mechanical exhaust equipment) within the Lot at the expense of the Owner.

If an Owner does not permit access, the Body Corporate may affect entry and will not be liable for any damage occasioned to the Lot or any structure on the Lot in effecting the entry.

The Body Corporate, in exercising its powers under these By-Laws will ensure that it causes little inconvenience to the Occupier as is reasonable in the circumstances.

### **11.3 Recovery of costs**

If an Occupier or Invitee commits a Breach, the Owner of the relevant Lot must pay on demand the whole of the Body Corporate's Costs in respect of that Breach, which amount will be deemed to be a liquidated debt.

Where the Body Corporate incurs Costs as a result of a Breach, the Body Corporate will be entitled and the Committee may, in its absolute discretion:

- (a) seek an order of an Adjudicator under the Act requiring the Owner who committed the Breach, or who is responsible for the Breach (if the Breach was committed by an Occupier or Invitee) to pay the Body Corporate's Costs; or
- (b) recover its Costs as a debt in an action in any court of competent jurisdiction from the Owner who committed the Breach or who is responsible for the Breach (if the Breach was committed by an Occupier or Invitee).

#### **11.4 Levies**

If a contribution levied under the Act is unpaid 30 days after it falls due for payment and/or Costs due are unpaid 30 days after demand is made by the Body Corporate, then the Owner will have committed a Breach.

If, at the time a person becomes the Owner, another person is liable in respect of the Lot to pay a contribution or interest on a contribution, the Owner is jointly and severally liable with the other person for the payment of the contribution or interest.

Unpaid contributions and interest and all Costs associated with the collecting of unpaid amounts are recoverable by the Body Corporate as a liquidated debt.

#### **11.5 Correspondence**

All complaints and applications to the Body Corporate or the Committee must be addressed in writing to the Secretary or Body Corporate Manager and not to any other member of the Committee.

### **12. CONSTRUCTION AND SALE OF LOTS**

#### **12.1 Original Owner**

Whilst the Original Owner and any person to whom the Original Owner assigns its rights under this By-Law remains the Owner of any Lot in the Scheme Land (whether a Lot in the Scheme or a Lot in a Subsidiary Scheme) the Original Owner and its contractors agents and those authorised by it, will be entitled:

- (a) together with persons authorised by it, to pass over the Common Property (with or without vehicles and equipment) to gain access to and egress from any part of the Scheme Land;
- (b) to carry out any building (including construction) of any improvements, or any other things done on the Scheme Land and no objection will be made to the noise, nuisance or other inconvenience which might arise from that; and
- (c) to use the Common Property or other Lots in the Scheme to:
  - (1) give access to and egress from any part of the Scheme Land with or without vehicles and equipment (or either of them); and
  - (2) to store building materials, vehicles, equipment or fill on the Scheme Land.

#### **12.2 Reasonable endeavours**

In exercising its rights under this By-Law, the Original Owner will use reasonable endeavours to prevent undue interference with the enjoyment by Lot Owners and Occupiers of their respective Lot and the Common Property.

#### **12.3 Reasonable directions**

While any construction or building operations are occurring on the Scheme Land, Lot Owners and Occupiers of Lots and the Invitees of the Owners or Occupiers must comply with the reasonable directions of the Original Owner (and persons authorised by it). In particular, they must comply with any altered traffic vehicle and pedestrian flow directions. The Original Owner may restrict access to Common Property for the purposes of construction and safety.

#### **12.4 Sale of Lots, promotional and marking functions**

Whilst the Original Owner remains the Owner of a Lot in the Scheme, it and its respective servants or agents will be entitled:

- (a) to place such signs and other advertising and display material in or about the Lot and about the Common Property which signs will in all respects be attractive and tasteful having regard to the visual and acoustic privacy of other Lots and the general aesthetics and amenity of the Scheme Land;
- (b) to carry out promotional and marketing activities on Scheme Land; and
- (c) together with persons authorised by it, to pass over the Common Property to gain access to and egress from any Lot.

### **12.5 Access During Construction**

An Owner or Occupier must cause all Heavy Vehicles involved in the construction of any works on the relevant Lot to pass over only Lots or Common Property approved by the Original Owner or the Committee.

### **12.6 Construction**

The Original Owner and contractors may enter upon the Common Property with vehicles to undertake and complete the construction works and any other work necessary to develop and construct a potential future stage or building. In particular the Original Owner is entitled to:

- (a) excavate and underpin against the Common Property or any part of the Site and exercise any and all other rights;
- (b) construct common facilities in any part of the Scheme Land which is or in any part of land shown on concept plan 2 in the Principal CTS CMS;
- (c) construct Utility Infrastructure and Utility Services and connect into existing Utility Infrastructure and Utility Services in the Scheme or in any part of land shown on concept plan 2 in the Principal CTS CMS; and
- (d) use the Common Property as an access way for vehicles and personnel.

## **13. BULK SUPPLY OF UTILITIES**

### **13.1 Utility management system**

The Body Corporate may purchase, rent, lease or otherwise acquire and may install, use, run and maintain a utility management system for the CTS.

### **13.2 Contracts/agreements**

The Body Corporate shall have the power to enter into a contract or agreement for the purchase of reticulated, gas, electricity, data and communications services or other commercially available utilities ("utilities"), on the most economical basis, for the whole CTS from the relevant supplier and on such terms as the Body Corporate in its absolute discretion deems appropriate.

### **13.3 Power to sell**

The Body Corporate shall have the power to sell utilities to each owner or occupier of a Lot in the Scheme, including those within Subsidiary Schemes. Each owner or occupier of a Lot must purchase and use all utilities to be consumed in its Lot direct from the Body Corporate and must not purchase utilities from any other source, unless agreed to in writing by the Body Corporate. The Body Corporate shall not be required to supply to any owner or occupier of a Lot utilities requirements beyond those requirements which the relevant supplier could supply at any particular time.

### **13.4 Separate meters**

Where the Body Corporate is operating a utility management system for the CTS, the Body Corporate must arrange where practicable for the installation of a separate utilities meter for each Lot to be connected to that system. However, unless some other appropriate arrangement has been made, the cost of repair and replacement of such utilities meter shall be the responsibility of the owner of the Lot.

### **13.5 Price**

Subject to these By-Laws, the price to be charged by the Body Corporate to each owner or occupier of a Lot for such supply shall be approximately at the same rate and governed by the same conditions as would be imposed from time to time by the appropriate supplier if such supplier were supplying energy direct to each owner or

occupier of a lot. The Body Corporate, or its agent, shall render accounts to each owner or occupier of a Lot from time to time and such accounts shall be payable to the Body Corporate, or its agent within 14 days.

### **13.6 Administrative Fee**

A reasonable administrative fee, if requested, shall be payable by the Body Corporate to its agent, or the Body Corporate Manager or such other person approved by the Body Corporate, for the billing of any accounts to each owner or occupier, including, if requested, any additional fees required relevant to any accounts in arrears, and any additional fees relating to the recovery of any amount of the unpaid account or accounts.

### **13.7 Liability of Owners**

In respect of an account which has been rendered pursuant to this By-law, an owner of a lot is liable, jointly and severally with any person who is liable to pay that utilities account when that owner became the owner of a Lot.

### **13.8 Late Payments**

In the event that an account for the supply of utilities is not paid by its due date for payment, then the Body Corporate shall be entitled to:

- (a) apply a late payment fee at the rate of 2.5% for each month that the outstanding amount is in arrears, calculated on the amount outstanding as at the stipulated due date;
- (b) recover the amount of the unpaid account or accounts (whether or not a formal demand has been made) as a liquidated debt due to it in any court of competent jurisdiction;
- (c) disconnect the supply of utilities to the relevant Lot; and
- (d) charge a reconnection fee to restore the supply of utilities to the relevant Lot.

### **13.9 No liability on Body Corporate**

The Body Corporate shall not, under any circumstances whatsoever, be responsible or liable for any failure of the supply of utilities due to breakdowns, repairs, maintenance, strikes, accidents or causes of any class or description.

### **13.10 Requirement to maintain**

The Owner or Occupier of a Lot shall ensure that any utilities installation while it remains connected to the utilities supply is maintained free from any defect that is likely to cause fire or likely to cause a person to sustain an injury. Immediately upon demand the Owner or Occupier of a Lot shall make available to the Committee or its agent, any utilities installation in the Lot for inspection.

### **13.11 Restrictions on supply**

Where, due to limitations in the utilities supply, the Body Corporate is satisfied that, for the purposes of ensuring at all times a regular, efficient and constant supply of utilities within the limits of the supply of utilities, it is necessary to restrict the utilities articles that may be used by the owner or occupier of a Lot, the Body Corporate may impose such restrictions as aforesaid in such manner and to such extent as it considers necessary in the circumstances including the prohibition of the use of specified utilities articles.

### **13.12 Reading of meters**

Unless some other appropriate arrangement is made, the Caretaker Manager or his agent shall be responsible for reading all utilities meters to determine individual utilities consumption on a regular monthly basis (or such other period as approved by the Body Corporate) and shall promptly submit details of the readings to the responsible party, to enable the billing of accounts to the owners or occupiers. Unless some other arrangement is made by the utilities supplier, the Caretaker Manager or his agent also shall be responsible to carry out final readings of utilities meters that may be required, provided however that the owner or occupier of any Lot requiring a final reading, must, in writing, promptly inform the Caretaker Manager of the proposed date for a final reading of the utilities meter to enable the billing of the final account to the relevant owner or occupier. The Body Corporate, Body Corporate Manager or such other person approved by the Body Corporate shall not, under any circumstances whatsoever, be responsible for any final readings and subsequent billing of accounts to owners or occupiers, which have not been carried out due to late or no written notice having been given by the relevant owner or occupier to the Caretaker Manager or his agent.

### **13.13 Security deposit**

The Body Corporate, or its agent, must, from time to time, determine the amount of a security deposit to be paid by each owner or occupier whose Lot is connected for the supply of the reticulated utilities, as a guarantee against non-payment of accounts or money under this By-Law. All or part of such security deposit (as is required) shall be used by the Body Corporate or its agent to reduce any amount owing by the relevant owner or occupier in relation to the supply of reticulated utilities to the relevant Lot.

#### **14. WATER**

##### **14.1 No waste**

An Occupier of a Lot shall not waste the water and shall see that all water taps in the Lot are promptly turned off after use and do not leak.

##### **14.2 Use**

The water closets, conveniences and other water apparatus including waste pipes and drains shall not be used for any purposes other than those for which they were constructed and designed, and no sweepings or rubbish or other unsuitable substances shall be deposited therein. Any damage or blocking resulting to such water closets, conveniences, water apparatus, waste pipes and drains from misuse or negligence shall be borne by the Owner whether the same was caused by his own actions or by his servants, agents, customers, invitees or guests.

#### **15. RESTRICTED ACCESS AREAS**

The Committee may keep locked and prohibit access to utility cupboards, storage areas, switchboards, substations and the like.

#### **16. EXCLUSIVE USE**

##### **16.1 Exclusive use – car parking and storage**

16.1.1 Owners are entitled to the exclusive use of that part of the Common Property or an asset of the Body Corporate presently identified in Schedule E or as allocated by the Original Owner (or a solicitor acting on behalf of the Original Owner as the Original Owner's agent) and notified to the Body Corporate during the period ending 1 year after the recording of this CMS for the purposes of section 174 of the Act for the purposes of car parking or storage.

16.1.2 For the purposes of section 171(3)(b)(i) of the Act, an allocation under this By-Law may be revoked, but only if the Owner of the Lot agrees in writing before the revocation.

##### **16.2 What car spaces and storage areas can be used for**

16.2.1 All car spaces must:

- (a) only be used for the parking of a single Vehicle in each parking bay, and if required by the development not be used by vehicles larger than a specified size (as required if applicable by the relevant development approvals);
- (b) not be used for the parking of any Heavy Vehicle, servicing or repairing any vehicle or washing any vehicle (unless in an area approved by the Body Corporate for that relevant activity);
- (c) not be used for storage, except storage of household furniture and residential belongings in a storage area allocated for that purpose or a storage device approved by the Body Corporate.

16.2.2 An Owner of Occupier having the exclusive use of a car space:

- (a) must ensure that any Vehicle on the car space:
  - (1) is in sound mechanical condition and roadworthy; and
  - (2) is parked so that it does not protrude beyond the boundaries of the car space;
- (b) cannot without the prior written consent of the Committee, enclose a car space or install any improvements on the car space.

16.2.3 All storage areas may only be used for of household furniture and residential belongings [save an except for any areas allocated for use by a Service Contractor or Letting Agent which may be used for storage in connection with such activities].

##### **16.3 Exclusive use – private yard**

16.3.1 Owners are entitled to the exclusive use of that part of Common Property presently identified in Schedule E or as allocated by the Original Owner (or a solicitor acting on behalf of the Original Owner as the Original Owner's agent) and notified to the Body Corporate during the period ending 1 year after the recording of this CMS for the purposes of section 174 of the Act for the purposes of a private yard.

16.3.2 For the purposes of section 171(3)(b)(i) of the Act, an allocation under this By-Law may be revoked, but only if the Owner of the Lot agrees in writing before the revocation.

#### **16.4 What private yard areas can be used for**

16.4.1 Exclusive use areas under By-Law 16.3 may only be used for normal residential purposes.

#### **16.5 Other rules applying to exclusive use areas**

16.5.1 An Owner or Occupier who has the exclusive use of a car space, storage or private yard ('exclusive use area') must not:

- (a) litter or deposit rubbish on the exclusive use area;
- (b) store any hazardous substance on the exclusive use area;
- (c) use the exclusive use area in a way that may create a nuisance to any other person (including by interfering with views).

#### **16.6 Maintenance of exclusive use areas**

16.6.1 Responsibility for the maintenance of exclusive use car spaces and storage areas is:

- (a) Owner or Occupier:
  - (1) must keep the area in a clean and tidy condition and free from pests and vermin [if the Owner or Occupier fails to do so the Body Corporate may arrange specialist pest treatment (in addition to any regular pest treatment)];
  - (2) must clean any oil or other spills;
  - (3) allow the Body Corporate reasonable access to the area for the purposes of this By-Law;
  - (4) not install any fixtures or fittings without the permission of the Committee;
  - (5) is responsible for the personal property (including any vehicle) contained or stored in the area and any loss or damage to or caused by the same;
  - (6) is responsible for the maintenance, repair and replacement of any garage door and associated fittings, fixtures and remotes (if applicable).
- (b) Body Corporate must:
  - (1) maintain utility infrastructure (such as car park and storage space lighting);
  - (2) maintain the structure generally [but if any such maintenance is required due to damage caused by an Owner or Occupier (other than fair wear and tear) the Body Corporate can charge the relevant Owner or Occupier the Cost of the same];
  - (3) repaint walls, line marking, numbering, repair of utility infrastructure and other Body Corporate fixtures within the area [but if any such action is required due to damage caused by an Owner or Occupier (other than fair wear and tear) the Body Corporate can charge the relevant Owner or Occupier the Cost].

16.6.2 All Owners and Occupiers authorise the Body Corporate to periodically clean and hose the exclusive use areas, and Owners and Occupiers must remove any Vehicles or other items as required on reasonable notice from the Body Corporate.

16.6.3 Responsibility for the maintenance of exclusive use private yards is:

- (a) Owner or Occupier:
  - (1) must keep the area in a clean and tidy condition and free from weeds, pests and vermin [if the Owner or Occupier fails to do so the Body Corporate may arrange specialist pest treatment (in addition to any regular pest treatment)];
  - (2) allow the Body Corporate reasonable access to the area for the purposes of this By-Law;
  - (3) not install any fixtures or fittings, or store any item in the area, without the permission of the Committee;
  - (4) keep the landscaping in the area in good condition, including by replacing any plants with similar plants in keeping with the original landscaping of the Common Property [if the Owner or Occupier fails to do so the Body Corporate may arrange the same with the Costs and the Body Corporate can charge the relevant Owner or Occupier the Cost];

- (5) not allow any item (including landscaping) to interfere with the views from any other lot or Common Property.
- (b) Body Corporate must:
  - (1) maintain utility infrastructure;
  - (2) maintain the structure generally [but if any such maintenance is required due to damage caused by an Owner or Occupier (other than fair wear and tear) the Body Corporate can charge the relevant Owner or Occupier the Cost of the same].

## 17. DEVELOPMENT APPROVAL REQUIREMENTS

### 17.1 In accordance with the development approval:

*All balconies and terraces shown on the approved DRAWINGS AND DOCUMENTS, must (a) remain unenclosed with no shutters, glazing, louvres or similar permanent fixtures, OR (b) ensure that balconies with solid balustrades and operable, moveable or adjustable screening are consistent with the relevant Brisbane Planning Scheme Codes and clearly depicted on the approved DRAWINGS AND DOCUMENTS.*

#### **Temporary Refuse Servicing Arrangement**

*The following provision has been included at the request of Brisbane City Council's Waste Department (**Council**).*

*Upon completion of the adjoining building to be known as Summerlin Lilly Residences, it is intended the Scheme and the scheme for Summerlin Lilly Residences will jointly have an internal refuse servicing arrangement with Council.*

*Until the Summerlin Lilly Residences scheme is established, Council requires for the Scheme's garbage receptacles to be temporarily transferred to the Ultimate Temporary Refuse Servicing Location (as shown on the annexed plan) for refuse collection.*

*Until the Summerlin Lilly Residences scheme is established, the Body Corporate must ensure the Caretaker Manager undertakes the following temporary refuse servicing arrangements:*

- (a) *garbage receptacles are collected from the refuse storage area on the basement level of the Scheme using an appropriately sized trailer;*
- (b) *garbage receptacles are secured to the trailer and the trailer is connected to an appropriate vehicle in accordance with Queensland vehicle standards;*
- (c) *garbage receptacles are lawfully transferred from the Scheme to the Ultimate Refuse Servicing Location along the public road Rochat Avenue;*
- (d) *garbage receptacles are unloaded and positioned in the designated storage location at the Ultimate Temporary Refuse Servicing Location; and*
- (e) *empty garbage receptacles are collected and returned to the refuse storage area on the basement level of the Scheme in the manner set out in clauses (b) and (c).*

## 18. TENANCIES

### 18.1 If an Owner lets their Lot for a term of three months or more, the Owner must, as soon as possible, give the Body Corporate notice of:

- (a) The name of the tenant and all other Occupiers;
- (b) The service address of the tenant;
- (c) The term of the tenancy;
- (d) All Vehicle Registration Information; and
- (e) The name and service address of the Owner's letting agent for the tenant.

### 18.2 If an Occupier causes any damage to the common property, the Owner must carry out any works, as necessary, to repair the damage to restore the Common Property to its original condition as soon as reasonably practicable.

## 19. MOVEMENT OF FURNITURE AND GOODS

- 19.1** Unless emergency circumstances exist or the Body Corporate has provided written approval to waive such conditions, all movement of furniture and goods in or out of a Lot must be carried out between the hours of 8.30am and 4.00pm, Monday to Friday (or at a time as approved by the Building Manager / Caretaker / Committee). At least 7 days' notice of the movement must be supplied to the Building Manager / Caretaker and approval must be granted prior to the movement.
- 19.2** Should there be any damage to the common property including lifts, the owner must carry out any works or reimburse the Body Corporate for costs to repair the damage to restore the Common Property to its original condition as soon as reasonably practicable

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

**1. STATUTORY EASEMENTS**

1.1 Pursuant to Section 66(1)(d)(ii) of the *Body Corporate and Community Management Act 1997 (Qld)*, each of the following lots and common property is the subject of the following easements:

Common Property/Lots	Types of Easement
Common Property Summerlin Magnolia Apartments CTS 53766 Lots 101-106, 111-117, 121-127, 131-137 on SP292311	(i) Lateral or subjacent support under the Land Title Act 1994, Section 115N; (ii) Utility services and utility infrastructure under the Land Title Act 1994, Section 115O and Section 115P; (iii) Shelter under the Land Title Act 1994, Section 115Q; and/or (iv) Any other easements necessary for support, utility services, utility infrastructure, shelter, projections, and/or maintenance of buildings.

**2. SERVICES LOCATION DIAGRAMS**

Attached Services Location Diagram No 15126.

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

Drawing No 15126 Sheets 1-4.

Lot on Plan	Exclusive use area – private yard
Lot 106 on SP292311	C106A

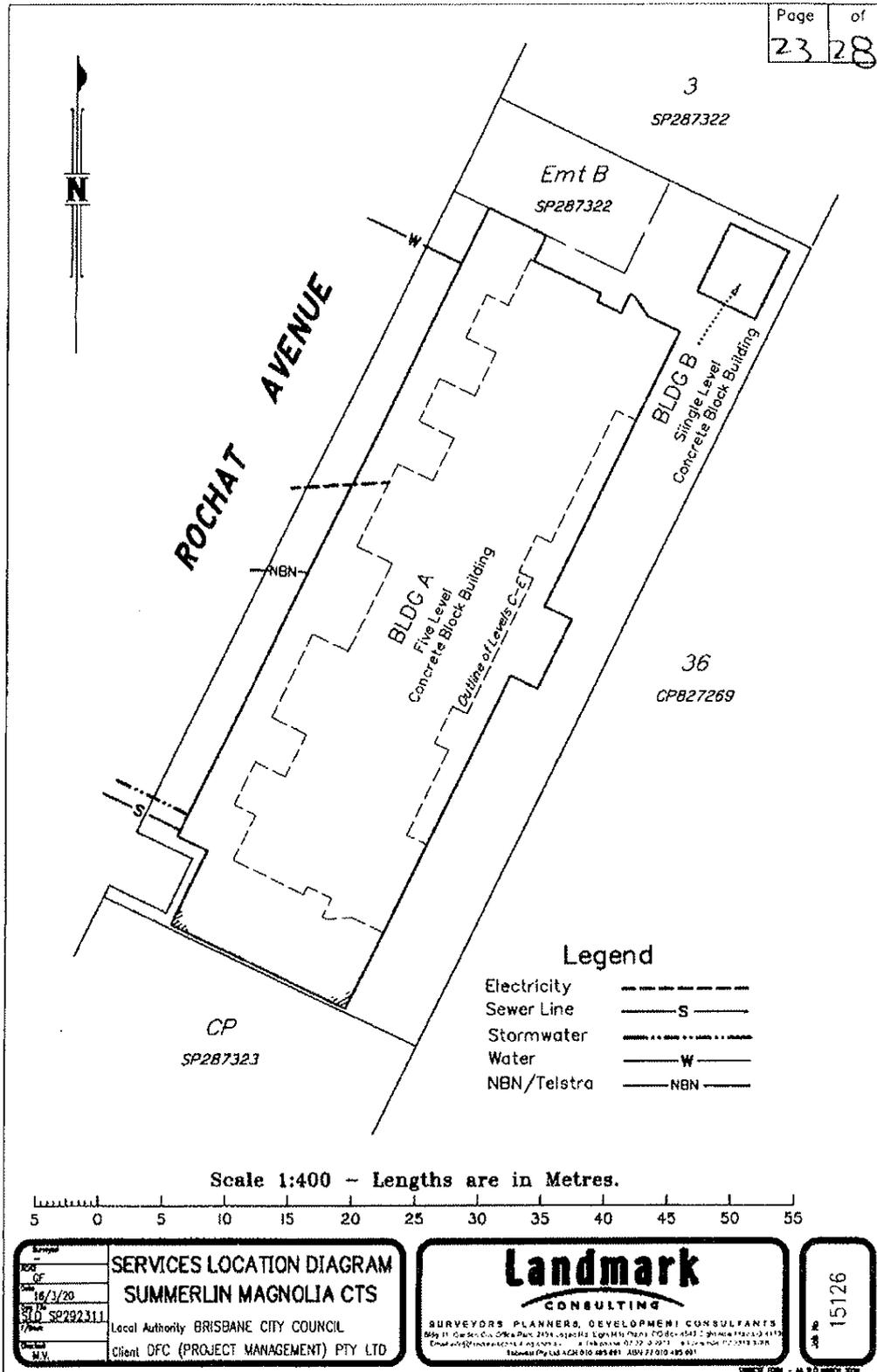
Lot on Plan	Exclusive use area – car parks	Exclusive use area – storage
Lot 101 on SP292311	C1 and C2	
Lot 102 on SP292311	C3	S12
Lot 103 on SP292311	C4 and C5	S4
Lot 104 on SP292311	C7 and C8	
Lot 105 on SP292311	C6	
Lot 106 on SP292311	C10 and C11	S13 and S14
Lot 111 on SP292311	C9	
Lot 112 on SP292311	C12	S1
Lot 113 on SP292311	C13	
Lot 114 on SP292311	C14	S2
Lot 115 on SP292311	C15	
Lot 116 on SP292311	C16	S5
Lot 117 on SP292311	C17	
Lot 121 on SP292311	C19 and C20	S3
Lot 122 on SP292311	C18	
Lot 123 on SP292311	C23	
Lot 124 on SP292311	C26	S8
Lot 125 on SP292311	C29	S11
Lot 126 on SP292311	C30	S10
Lot 127 on SP292311	C21 and C22	S7
Lot 131 on SP292311	C24 and C25	
Lot 132 on SP292311	C31	
Lot 133 on SP292311	C32	

Title Reference 5122893

Page 25 of 31

Lot 134 on SP292311	C33	
Lot 135 on SP292311	C34	
Lot 136 on SP292311	C35	
Lot 137 on SP292311	C27 and C28	S9

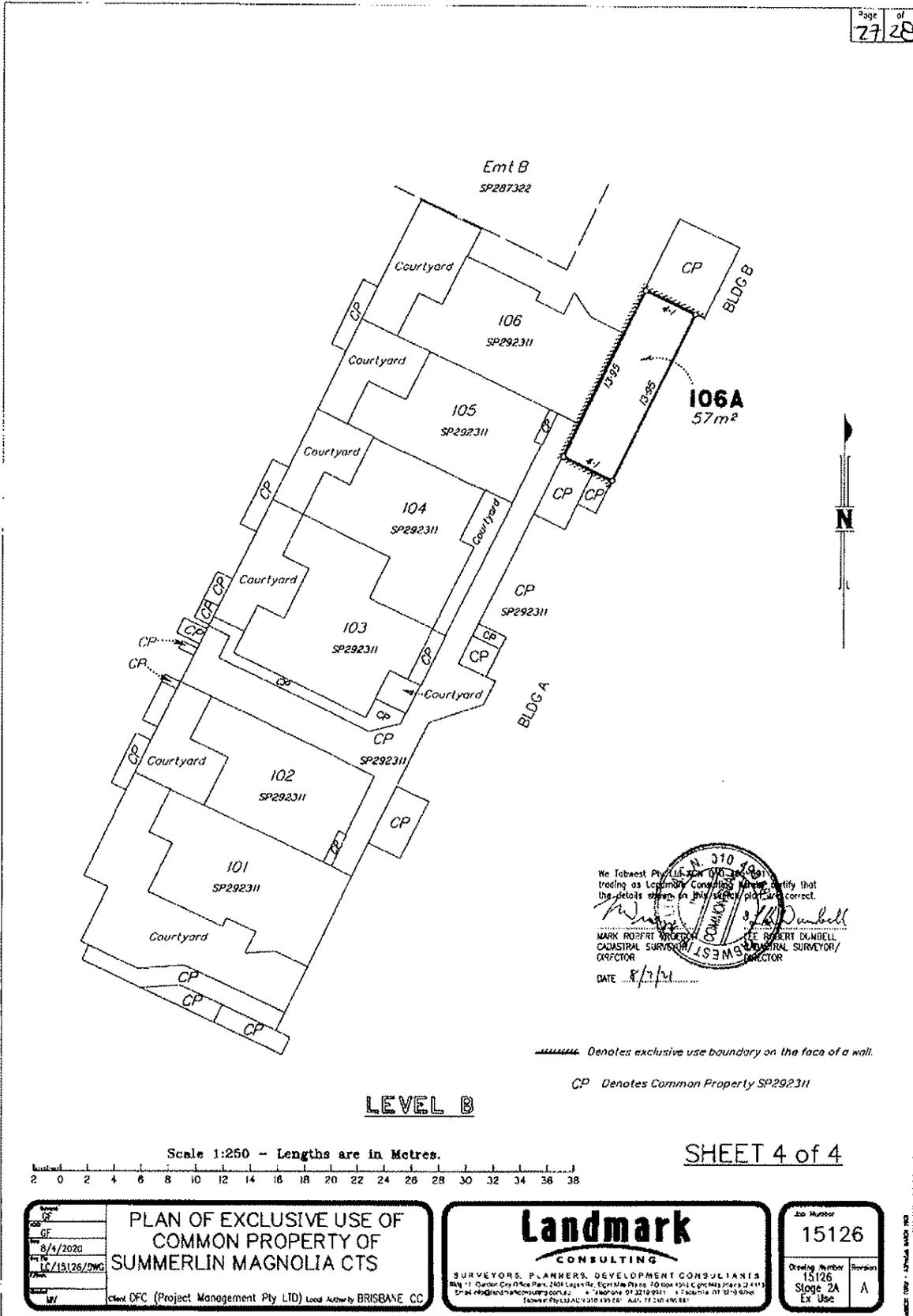
Services Location Diagram No 15126





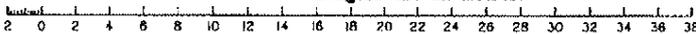






**LEVEL B**

Scale 1:250 - Lengths are in Metres.



SHEET 4 of 4

Date 8/1/2020 Drawn LC/13126/DMG Scale 1/1 Client DFC (Project Management Pty LTD) Local Authority: BRISBANE CC	<p align="center"><b>PLAN OF EXCLUSIVE USE OF COMMON PROPERTY OF SUMMERLIN MAGNOLIA CTS</b></p>
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**Landmark  
CONSULTING**

SURVEYORS, PLANNERS, DEVELOPMENT CONSULTANTS  
 Bldg 11, Garden City Office Park, 2601 Logan Rd, Eight Mile Plains, QLD 4013  
 Email: info@landmarkconsulting.com.au Phone: 07 3219 9211 Fax: 07 3219 9212  
 Website: www.landmarkconsulting.com.au A/CN: 77 230 09638

Job Number <b>15126</b>	Revision <b>A</b>
Drawing Number <b>15126</b>	
Stage <b>2A</b> Ex. Use	





Collective Insurance Brokers Pty Ltd  
 AFS 511427  
 ABN 27 625 475 434  
 Email: info@collectiveib.com.au

### RENEWAL TAX INVOICE

Summerlin Magnolia Apartments CTS53766  
 C/- Strata Dynamics  
 GPO Box 5256  
 Brisbane QLD 4001

Date: 13/06/2025  
 Invoice Number: 00252193  
 Account Executive: Zac Rheinberger  
 Broking Assistant: Zac Rheinberger

Thank you for using our services to arrange this insurance cover.

Brief details of cover arranged on your behalf are given below. You should refer to the policy documents issued by the insurer for complete policy terms and conditions.

Please read carefully the important notices attached regarding your Duty of Disclosure. Please do not hesitate to contact us with any questions you may have.

Type of Policy	CHU Residential Strata
Insured	Summerlin Magnolia Apartments CTS53766
Policy Description	29 Rochat Avenue, BANYO QLD 4014
Insurer	CHU Underwriting Agencies
Underwritten by	QBE Insurance Australia Ltd (CHU)
Policy Number	HU0006047029
Period of Insurance	30/06/2025 to 30/06/2026
Effective Date	30/06/2025

Premium	FSL	Insurer Policy Charge	Insurer Total GST	Stamp Duty	Broker Fee	Broker Fee GST	Invoice Total
\$15,430.19	\$ 0.00	\$ 150.00	\$1,558.00	\$1,527.61	\$1,757.90	\$ 175.79	<b>\$20,599.49</b>

#### Payment Options



Collective Insurance Brokers Pty Ltd

**DEFT Reference Number**  
**40557122521934**  
 Pay by credit card or registered bank account at [www.deft.com.au](http://www.deft.com.au).  
 Payments by credit card may attract a surcharge.

<b>Name:</b>	Summerlin Magnolia Apartments CTS53766
<b>Invoice No:</b>	00252193
<b>Total:</b>	<b>\$20,599.49</b>
<b>Due Date:</b>	14/07/2025



\*498 405571 22521934

Pay in-store at Australia Post by cheque or EFTPOS



**Bill Code: 20362**  
**Ref: 40557122521934**

Contact your participating financial institution to make BPAY payments using the biller code and reference number as detailed above

**Total Due:**

**\$20,599.49**

# SUMMARY OF COVER

<b>Residential Strata</b>	<b>Policy Number</b>	HU0006047029
	<b>Policy Period</b>	30/06/2025 to 30/06/2026
	<b>Effective Date</b>	30/06/2025

**The Insured:**

Summerlin Magnolia Apartments CTS53766	Plan Address	29 Rochat Avenue, BANYO QLD 4014
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**CHU UNDERWRITING - Residential**

		LIMITS / SUM INSURED	
<b>POLICY 1</b>	INSURED PROPERTY (Building)	\$	11,161,723
	Loss of Rent/Temp Accommodation (15%)	\$	1,674,258
	INSURED PROPERTY (Common Area Contents)	\$	111,617
	FLOOD		Included
<b>POLICY 2</b>	PUBLIC LIABILITY	\$	30,000,000
<b>POLICY 3</b>	VOLUNTARY WORKERS	\$	200,000/2,000
<b>POLICY 5</b>	FIDELITY GUARANTEE	\$	250,000
<b>POLICY 6</b>	OFFICE BEARER'S LIABILITY	\$	5,000,000
<b>POLICY 7</b>	MACHINERY BREAKDOWN	\$	100,000
	Loss of Rent/ Temp Accommodation (20%)		
<b>POLICY 8</b>	CATASTROPHE INSURANCE (Community Association)	\$	1,674,258
	Extended cover – Rent/Temp Accommodation	\$	251,138
	Escalation in Cost of Temp Accommodation	\$	83,712
	Cost of Storage Evacuation	\$	83,712
<b>POLICY 9</b>	Government Audit Costs	\$	25,000
	Appeal Expenses – common property health & safety breaches	\$	100,000
	Legal Defense Expenses	\$	50,000
<b>POLICY 10</b>	LOT OWNERS FIXTURES AND IMPROVEMENTS (per lot)	\$	250,000

**EXCESSES****POLICY 1**

Any event of any kind	\$	2,000
Unoccupancy	\$	2,000

**POLICY 7**

Machinery Breakdown	\$	1,000
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**POLICY 9**

Legal Defence Expenses	\$	1,000
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**SPECIAL TERMS AND CONDITIONS**

"Excesses – explanatory notes

Whenever an Excess and amount is shown in the Schedule or Policy Wording, You must pay or contribute the stated amount for each claim You make against the Insured Event.

Unoccupancy Excess

An additional Excess will apply to Policy 1 – Insured Property claims if fifty percent (50%) or more of the available Lots/Units are unoccupied at the time of loss.

The additional Excess payable will be shown on Your Policy Schedule.

Other excesses apply. These are listed on your Policy Schedule or described in the Policy Wording."

**INSURER**

CHU Underwriting Agencies Pty Ltd  
ABN 18 001 580 070 / AFS 243261  
Level 5, 1 Northcliff Street  
Milsons Point NSW 2061  
www.chu.com.au

**UNDERWRITTEN BY**

QBE Insurance (Australia) Ltd  
ABN 78 003 191 035 / AFSL 239545  
Level 5, 2 Park Street  
SYDNEY NSW 2000  
www.qbe.com.au

**INSURER PRODUCT DISCLOSURE STATEMENT & POLICY WORDING**

QM562-1023

**IMPORTANT NOTICES & INFORMATION**

We have prepared this document to assist you to understand important issues relating to your insurances. Please contact your Account Executive if you have any questions or require further advice/assistance.

**CANCELLATION CLAUSE**

If a cover is cancelled before the expiry of the period of Insurance, we will refund to you only the net return premium which we received from the Insurer. We will not refund any part of the brokerage/commission we receive for arranging cover.

**ESSENTIAL READING OF POLICY WORDING**

The policy wordings for your insurances are essential reading to understand what is protected by each policy. Read them carefully as soon as possible and contact us if you have any concerns about the extent of your cover.

**YOUR DUTY OF DISCLOSURE**

Before you enter into an insurance contract, you have a duty to tell the insurer anything that you know, or could reasonably be expected to know, may affect their decision to insure you and on what terms. You have this duty until they agree to insure you. You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell the insurer anything that:

- reduces the risk they insure you for; or
- is common knowledge; or
- they know or should know as an insurer; or
- they waive your duty to tell them about.

If you do not tell the insurer something you are required to, they may cancel your contract or reduce the amount they will pay you if you make a claim, or both. If your failure to tell them is fraudulent, they may refuse to pay a claim and treat the contract as if it never existed.

**NOTE**

Any change in occupation or relevant material facts must be advised in writing to our office. This Summary of Cover has been prepared for general reference only. Nothing obtained herein prevails over the terms, conditions and exclusions of the policy.

**DUTY OF GOOD FAITH**

Both parties to an insurance contract, the insurer and the insured, must act towards each other with the utmost good faith. If you fail to do so, the insurer can cancel your insurance. If the insurer fails to do so, you may be able to sue the insurer.

**REMUNERATION**

Collective Insurance Brokers Pty Ltd income	\$2,143.66
Authorised Representative	\$2,700.29

(exclusive of GST).

**GENERAL ADVICE WARNING**

We have provided you with general advice and not personal advice. In doing so, we have not taken into consideration your personal circumstances, specific objectives, financial situation or needs. You should therefore immediately review the advice together with your policy documentation to determine if they are appropriate for your personal circumstances and requirements.

**AVERAGE OR CO-INSURANCE**

Some policies contain an Average or Co-insurance clause. This means that if you insure for less than the full value of the property, your claim may be reduced in proportion to the amount of the under-insurance.

Some business interruption policies contain an Average/Co-Insurance clause which has a different application. Check your policy and contact us with any questions.

**CONTRACTS AND LEASES YOU SIGN**

If you sign a contract with an indemnity, "hold harmless" or release, it can invalidate your insurance – unless you obtain the Insurer's consent in advance. These clauses are often found in leases and other contracts you sign from time to time relating to your business. Do not sign a contract or lease without contacting us and/or taking legal advice as to whether the contract terms will prejudice your policy.

**LEASING, HIRING AND BORROWING PROPERTY**

When you lease, hire or borrow property, make sure that the contract clearly identifies who is responsible for insuring the property.

Industrial Special Risks policies automatically cover property which you are responsible to insure, subject to the policy excess. Public liability insurance may assist you meet claims relating to property damage to property which you lease or hire. A sub-limit usually applies to the amount you can claim for damage to property in your care, custody or control.

**ADDITIONAL INSURED AND NOTING INTERESTS**

If a person is to be named on your policy or insured as a co-insured or joint insured, notify us immediately so we can request this in advance from the insurer. Your property and liability policies will not provide automatic cover for the insurable interest of other parties (e.g., mortgagees, lessors).

Check with us whether the insurer will include someone else as an insured or note their interests before you agree to this in a contract or lease. We cannot guarantee that an insurer will agree to include someone as an insured under your policy or to note their interests on your policy.

**CLAIMS OCCURRING POLICIES**

Most of your policies do not provide indemnity in respect of events that occurred before the insurance commenced. They cover events that occur during the policy period.

**CLAIMS MADE POLICIES**

Some policies (e.g. professional indemnity insurance) provide cover on a "claims made" basis. This means that claims first advised to you (or made against you) and reported to your insurer during the policy period are insured under that policy, irrespective of when the incident causing the claim occurred. If you become aware of circumstances which could give rise to a claim, notify the insurer during the policy period.

Report all incidents that may give rise to a claim against you to the insurers immediately after they come to your attention and before the policy expires.

**INSURER SOLVENCY**

We do not warrant or guarantee the current or ongoing solvency or financial viability of the insurer because we have no control over the insurer's performance and this can be affected by many complex commercial and economic factors.

**INSURANCE BROKERS CODE OF PRACTICE & EXTERNAL DISPUTES RESOLUTION SERVICE**

Collective Insurance Brokers Pty Ltd subscribe to the Insurance Brokers Code of Practice and the Financial Ombudsman Service (FOS). FOS administer an independent and free external dispute resolution service for our clients.

Important\_Notices\_and\_Information\_1116

24 June 2025

Summerlin Magnolia Apartments  
C/- Strata Dynamics  
GPO Box 5256  
BRISBANE QLD 4001

Dear Zac Rheinberger,

RE: ALTERNATIVE PAYMENT METHOD

As one of our valued customers, we would like to bring to your attention an additional service we are able to provide to you through Elantis Premium Funding Limited. The service is Premium Funding, which is fast becoming the preferred method of payment for Insurance Premiums by many customers both large and small.

It allows you to pay your insurance premiums Monthly rather than by one upfront payment thus creating benefits for you such as more efficient cash flow management and better use of your working capital. The paperwork is very easy and the credit charges are tax deductible.

To help you evaluate the service we have calculated the cost to fund your premium of \$20,599.49 at \$2,221.18 per MONTHLY for 10 Monthly. The repayments are Monthly commencing on 30/06/2025 and may be made by bank transfer.

Should you wish to take advantage of this facility, please complete the documents attached and return to this office.

Yours faithfully,

Zac Rheinberger  
Collective Insurance Brokers Pty Ltd

24 June 2025



Summerlin Magnolia Apartments  
 CTS53766  
 C/- Strata Dynamics  
 GPO Box 5256  
 BRISBANE QLD 4001

On behalf of Elantis Premium Funding we are pleased to offer you the following funding terms:

<b>Inception/Renewal Date:</b>	<b>30/06/2025</b>
Total Premium	\$20,599.49
Less Deposit	\$0.00
Total Amount Financed	\$20,599.49
No of Repayments	10
Repayment Amount	\$2,221.18
Application Fee	\$60.00
Total Cost of Credit (Incl App Fee)	\$1,672.26
Total to be Repaid	\$22,271.75
Annual Percentage Rate	20.59%
Flat Interest Rate	7.83%
First Payment Due	30/06/2025
Last Payment Due	30/03/2026
<b>Total Initial Payment: (incl Application Fee)</b>	<b>\$2,281.18</b>
Included Repayments	1
<b>If the first payment of our loan is a past date, this amount will be due and payable immediately on approval.</b>	

**This quotation is valid for 15 days and approval is subject to a credit risk assessment. We reserve the right to amend the quotation if acceptance is outside the agreed terms.**

**Please be advised the initial payment and any outstanding instalments will be debited from your nominated bank account or credit card once your loan is approved.**

Kind Regards,

Collective Insurance Brokers Pty Ltd

# OFFER TO BORROW FOR INSURANCE PREMIUMS



The Borrower applies to ELANTIS PREMIUM FUNDING LIMITED, A.B.N 20 002 543 606 – of 50 Pitt Street, Sydney NSW 2000("Elantis") to pay for a loan to pay premiums and other charges) for insurance policies

## BORROWER DETAILS

A.C.N		A.B.N	
Borrower Name:	Summerlin Magnolia Apartments	Contact Name:	Zac Rheinberger
Trading Name:	CTS53766	Telephone:	0283195670
Street Address:	29 Rochat Ave	Mobile:	0283195670
	BANYO QLD 4014	Email:	zrheinberger@collectiveib.com.au
Postal Address:	C/- Strata Dynamics, GPO Box 5256	External Ref:	
	BRISBANE QLD 4001		

## INTERMEDIARY DETAILS

Intermediary: Collective Insurance Brokers Pty Ltd Contact Person: Zac Rheinberger

## FUNDED POLICY DETAILS

Insurer:	Policy Type:	Policy Number:	Inception Date:	Expiry Date:	Premium:
QBE Insurance Australia Limite	STR	HU0006047029	30/06/2025	30/06/2026	\$20,599.49
<b>Total:</b>					<b>\$20,599.49</b>

## LOAN CALCULATION

Total Premium (incl. FSL, S/Duty, GST)	\$20,599.49
Less Deposit (if applicable)	\$0.00
Total Amount Financed	\$20,599.49
Date of first Instalment	30/06/2025
Date of Last Instalment	30/03/2026

## INTEREST & INSTALMENT CALCULATION

Application Fee	\$60.00
Total Cost of Credit (Incl App Fee)	\$1,672.26
Total to be Repaid	\$22,271.75
Repayments <b>10</b>	\$2,221.18
<b>Total Initial Payment (Incl. Application Fee)</b>	<b>\$2,281.18</b>
Annual Percentage Rate	20.59%
Flat Interest Rate	7.83%

**Please note all outstanding instalments from the date of inception will be drawn when the funding agreement is approved.**

## TERMS OF THE OFFER

This is a signed offer ("Offer") made by the Borrower to borrow money from Elantis to fund the payment of the Total Premium which if accepted by Elantis constitutes a credit contract between Elantis and the Borrower ("Credit Contract") on the terms and conditions attached ("Terms and Conditions"). The Credit Contract comes into existence on the date Elantis pays the Total Premium (or any part of it) to the Intermediary. The Offer is valid for 15 days and acceptance of this Offer is subject to a satisfactory credit risk assessment of the Borrower. After the expiry of the Offer, Elantis can change the amounts or charges with the Borrower's consent, or on instructions from the Intermediary acting on behalf of the Borrower, or Elantis can require the Borrower to submit a new Offer.

### Warranties and Acknowledgements

The Borrower warrants that (i) all the information it has supplied to Elantis is true and correct and (ii) it has read and understood the Terms and Conditions.

### Renewal and/or Additional Insurance Premiums Funding Authorisation

The Borrower authorises the Intermediary to act as an authorised person with express authority to make an offer on behalf of the Borrower to Elantis to fund insurance premiums for the renewal, variation or endorsement of any Policy or any new Policy after this Offer is made and whilst the Intermediary acts as the Borrower's appointed Insurance Broker.

### Execution /Authority

The Borrower agrees to be bound by and comply with the Terms and Conditions. The person who has signed the Offer warrants they have authority to commit and bind the Borrower including in relation to the direct debit request below. Please ensure you state your position title to avoid delays in processing your loan.

[CLICK HERE TO ACCEPT THIS OFFER ELECTRONICALLY](#)

Print Full Name: \_\_\_\_\_

Signed, Sealed and Delivered as a Deed/Executed as a Deed by the Borrower: \_\_\_\_\_

Position Title: \_\_\_\_\_ Dated: \_\_\_\_/\_\_\_\_/\_\_\_\_

## PAYMENT

**Direct Debit Request:** The Borrower requests and authorises Elantis Premium Funding (User ID: 511800) to debit monies due under the Terms and Conditions of this Credit Contract between Elantis and ourselves through the Bulk Electronic Clearing System from my/our account identified below, subject to the Terms and Conditions of the Direct Debit Request Service Agreement between Elantis and its Financial Institution. The Borrower warrants that if the bank account or credit card details are those of a third party, the Borrower is authorised by the third party to provide their details for this purpose. The Direct Debit Request Service Agreement is available from Elantis – see [www.elantis.com.au](http://www.elantis.com.au). This authority shall remain in force until further notice.

Financial Institution Name: \_\_\_\_\_ BSB:    -

Account Name: \_\_\_\_\_ Account No:

**Credit Card Request:** If you wish to pay by Credit Card please accept this offer first by clicking on the blue button above that says 'Click Here to Accept This Offer Electronically.' \*Note Merchant Fees Apply\*. You can also use this link to enter your bank account details.

### DO NOT WRITE YOUR CREDIT CARD DETAILS ON THIS CONTRACT

If paying by Credit Card, Elantis will charge the Borrower a fee equal to the amount of any merchant fee charged to Elantis; Visa and Mastercard (0.90%). Elantis will charge the Borrower a dishonour fee of \$30.00 for each payment returned as dishonoured. Default Interest will be charged (as specified in our defined terms) and accruing daily on the outstanding instalment if it is not paid by the due date and for the period it remains outstanding. Elantis will charge a Cancellation Fee of \$100.00 for termination of this agreement following an event of Default. No Cancellation Fee will be charged where the Total Amount Financed is for Policies used wholly or predominantly for personal, domestic or household purposes.

## Terms and Conditions of the Premium Finance Agreement

### 1. Defined Terms

**Additional Charges** are those fees and charges described in clause 4.

**Default Interest Rate** means the Westpac Reference Lending Rate published by Westpac Banking Corporation from time to time plus 3%.

**Event of Default** is any one of the events described in clause 7.

**Intermediary** is the Borrower's Insurance Broker/agent involved in the placement of the Policy.

**Insurance Proceeds** is any and all moneys payable by the Insurer to an insured on cancellation of any Policy or upon the occurrence of any claim, event or circumstances covered by any of the Policy, including any refund of premium paid or payable by the Insurer in respect of the Policy.

**Interest Rate – Annual Percentage Rate (APR)** is the rate that is used to calculate the cost of the loan taking account of the reducing balance of the Loan Amount, expressed as an annual rate. For the purposes of calculating the APR, the cost of the loan is exclusive of fees.

The APR is indicative and assumes the loan starts on the inception date of the insurance policy(ies) being funded. The Total Repayment Amount (including Application Fee) will not exceed the sum shown even though the APR will differ if the date of acceptance of the offer is later than the inception date of the insurance policy. The APR is not a term of the offer and is provided to allow a simple comparison of insurance premium funding products. For further details see [APR Interest Rate – Flat](#) is the rate calculated as the Total Cost of Credit excluding the fees divided by the premium being funded. It does not take into account the Loan Term or reducing the balance of the loan.

**Policy** is the insurance policy or policies listed on page 1 and any other insurance policies agreed by Elantis.

**Potential Event of Default** means anything which with notice, time or both would become an Event of Default.

**Total Amount Financed** is shown on page 1 and represents the Total Premium less any deposit paid to Elantis.

**Total Cost of Credit** is calculated on the Total Amount Financed and includes all interest charges, GST and other statutory fees and charges payable for the loan plus the application fee.

**Total Premium** is shown on page 1 and includes the premium charged by Insurer, GST, fire services levy, stamp duty and any fees/brokerage/charges payable to the Intermediary or anyone else in relation to the Policy.

**Total to be Repaid** is the Total Amount Financed plus Total Cost of Credit.

All other capitalised terms including 'Application Fee', 'Date of First Instalment', 'Date of Last Instalment', 'Total Initial Payment' and 'Total to be Repaid' have the meaning given to them on page 1.

### 2. Provision of Finance and conditions precedent

(a) Upon acceptance of the Borrower's Offer, the Borrower must pay to Elantis the Total Initial Payment and the Application Fee (if applicable) by the Date of First Instalment.

(b) The obligations of Elantis under this agreement are subject to the following conditions precedent:

- (i) any representations and warranties by the Borrower in the Offer are true in all material respects and not misleading as though they had been made at each date in respect of the facts and circumstances then subsisting;
- (ii) no Event of Default or Potential Event of Default continues or will result from the provision of the financial accommodation; and
- (iii) the Borrower has made all required payments to Elantis including those under clause 2(a).

(c) Subject to the satisfaction of clause 2(b), Elantis will pay the Total Premium to the Intermediary or Insurer(s). Payment of the Total Premium to the Intermediary or Insurer is a full and complete discharge of Elantis' obligations under this agreement; and

(d) If a Policy allows payment by instalments, Elantis may pay the Total Premium by instalments on or before the dates due except where an Event of Default occurs.

### 3. Borrower's Payment Obligations

The Borrower must pay to Elantis the Total to be Repaid by equal monthly instalments.

Subsequent instalments must be paid on the same day of each month thereafter ending on the Date of the Last Instalment. The Total to be Repaid can be repaid at any time, by the Borrower, all outstanding amounts to Elantis. Subject to the terms of this Agreement, no further obligations to repay will apply after Elantis receives the Total Amount to be Repaid.

Any amount owing to Elantis must be paid by the Borrower in full without any withholding or deduction. The Borrower waives all rights of set-off, combination or counterclaim in relation to money owing under this agreement.

### 4. Fees and Charges

The following Additional Charges may be charged to reimburse Elantis for reasonable costs incurred in enforcing its rights under this agreement:

**Dishonour Fee** – incurred for each payment returned as dishonoured.

**Cancellation Fee** – may be charged for termination of this agreement following an Event of Default. No Cancellation Fee will be charged where the Total Amount Financed is for Policies used wholly or predominantly for personal, domestic or household purposes.

**Default Interest** – charged at the Default Interest Rate (as specified in our defined terms) and accruing daily on the outstanding instalment if it is not paid by the due

date and for the period it remains outstanding. Details of these fees are advised on [www.Elantis.com.au](http://www.Elantis.com.au) for Policies used wholly or predominantly for personal, domestic or household purposes.

**Dishonour Fee** – incurred for each payment returned as dishonoured. Details of these fees are advised on our website at: [www.elantis.com.au](http://www.elantis.com.au)

### 5. Security and Powers of Attorney

By signing the Offer, the Borrower authorises Elantis to make enquiries with each Insurer as to the nature, validity, currency and existence of the relevant Policy at any time before or after Elantis pays the Total Premium.

To secure its obligations under this agreement and any other agreement with Elantis, the Borrower:

- (a) absolutely assigns to Elantis the right to claim, demand, sue for, recover, settle and receive the Insurance Proceeds;
- (b) absolutely assigns to Elantis the right to cancel the Policy;
- (c) promises, whilst any part of the Total to be Repaid is unpaid, and/or while the Borrower remains indebted to Elantis under any other agreement, that it will:
  - (i) not do or allow anything which might prejudice the assignment under clause 5 or any security granted to Elantis; and
  - (ii) ensure that any Policy will remain free from all security interests other than any security interest granted to Elantis; and
- (d) for valuable consideration irrevocably appoints Elantis and any director, secretary or employee of Elantis or any related corporation as the Borrower's true and lawful attorney with power after the occurrence of an Event of Default to the extent allowed by law (and pursuant to clause 8) to cancel or otherwise deal with any Policy, to make, pursue and settle any claims in connection with any Policy, to receive and give receipts for Insurance Proceeds, receive notices from the insurer and otherwise deal with any Policy and Insurance Proceeds as the attorney considers desirable to ensure the Borrower pays the Total Amount Financed and all other moneys owing under this agreement to Elantis.

The Borrower agrees and accepts that as the Borrower's attorney, Elantis, any director, secretary or employee of Elantis or any related corporation may instruct the Intermediary in relation to the Policy and in accordance with this agreement, the Intermediary may act on those instructions as if they had been given by the Borrower.

The Borrower may upon prior written notice to Elantis, cancel any Policy funded under this agreement on the condition that the Insurance Proceeds are paid to Elantis to repay the Total to be Repaid and any other moneys owed to Elantis. To the maximum extent permitted by law, nothing shall affect Elantis' right to exercise its powers under this agreement. Upon payment of all money owing to it, Elantis' rights to any Insurance Proceeds in priority to the Borrower will cease immediately.

### 6. Intermediary Offers

The Borrower for valuable consideration irrevocably appoints the Intermediary and any director, secretary or employee of the Intermediary as the Borrower's true and lawful attorney with power to make an offer to Elantis to fund other insurance premiums for the Policy including for renewals, variations and endorsements to any Policy on behalf of the Borrower. Elantis may engage and communicate with the Intermediary or any director, secretary or employee of the Intermediary as the Borrower's attorney and representative and is entitled to rely on the instructions of the Intermediary and any information or representations made by them. Elantis relies on the accuracy of the information provided by it to by the Borrower, the Intermediary or by others on behalf of the Borrower. Elantis will not normally seek to verify or check any information provided to it by them. If Elantis, in its absolute discretion, accepts an offer to fund other insurance premiums for the Policy from the Intermediary, it will confirm with the Borrower or the Intermediary in writing the details of that funding and the funding will be provided on the terms and conditions contained in that document.

### 7. Events of Default

An Event of Default occurs if:

- (a) the Borrower fails to make a payment to Elantis when due and payable and if this is the first time the Borrower has defaulted, it will only be an Event of Default if the Borrower fails to make the payment within 7 days after a written notice of the default is given by Elantis;
- (b) any terms of a Policy or the Insurer interferes with Elantis' exercise of its rights upon the occurrence of an Event of Default;
- (c) a corporate Borrower becomes or may (on the granting of an application made or the passing of any resolution) become an externally administered body corporate within the meaning of the Corporations Act;
- (d) an individual Borrower commits an act of bankruptcy or a trustee in bankruptcy is appointed to an individual Borrower;
- (e) the Policy is cancelled or becomes or is claimed to be void or voidable;
- (f) the Borrower is not able to perform its obligations under this agreement or Elantis' security under this agreement is not exercisable in the manner intended by Elantis or has been or is likely to be prejudiced in some way;
- (g) any representation or warranty given by the Borrower to Elantis is materially false or misleading;
- (h) the Borrower breaches any other undertaking under this agreement it will only be an Event of Default if the Borrower fails to remedy the breach within 7 days after a written notice of the breach is given by Elantis;
- (i) there is a claim for a total or substantial loss of the property the subject of the Policy; or
- (j) a claim arises under the Policy and the Borrower fails to meet the Insurer's requirements.

### 8. Elantis' rights upon Event of Default

If an Event of Default occurs:

- (a) Elantis may terminate any of its obligations under this agreement;

- (b) Elantis may declare that any money owing to it under this agreement are immediately due and payable or payable on demand whereupon they shall become payable on demand;
- (c) the Borrower must upon demand by Elantis immediately pay any moneys which are due and payable to Elantis (including any Additional Charges, and any other reasonable costs and expenses which Elantis determines are attributable to the period up to the date of the demand);
- (d) Elantis may cancel or otherwise deal with any Policy, including exercising the Borrower's rights under any Policy and dealing with the Insurance Proceeds as it considers desirable to protect Elantis' position and recover money owing by the Borrower to Elantis;
- (e) Elantis may make and pursue (by legal action or otherwise) and settle any claim under any Policy and receive and give receipts for any money payable in connection with any Policy;
- (f) Elantis may apply any money received from or on account of the Borrower (including from Insurance Proceeds) against any of the Borrower's indebtedness to Elantis; and
- (g) Elantis is not obliged in any way to maintain the Policy or pay the Total Premium (or any instalment thereof) to an Insurer or Intermediary for the Policy.

**9. Demands and Notices**

For Borrowers where the Total Amount Financed is wholly or predominantly used for household, domestic or personal purposes, Elantis will not cancel the Policy unless the Borrower has breached its obligations under this agreement and only if after Elantis gives the Borrower 7 days' notice of cancellation of the Policy, the breach is not remedied by the Borrower within that time.

Any written demand or notice by Elantis may be signed by an officer or employee of Elantis. Elantis may serve demand or notice upon the Borrower by hand delivery or post to the address nominated by the Borrower on page 1, delivery to the Borrower's last known facsimile number or to the email address nominated by the Borrower on page 1.

A notice posted will be deemed received on the 3rd business day after posting. A notice sent by email will be deemed to be received immediately after sending. A notice sent by facsimile transmission will be deemed received on production of a transmission report showing the facsimile was sent to the Borrower's facsimile number without error. Any communication by or to the Intermediary will be regarded as having been given by or to the Borrower. Such communication sent by Elantis will be deemed received by the Borrower when it is received by the Intermediary.

**10. Commissions**

We may pay commission to the Intermediary (and/or other licensee or representatives involved in arranging the loan). The amount of the commission will be a percentage (%) of the Total Amount Financed. We pay this commission to the person entitled after the funded amount has been paid to the Intermediary or Insurer(s).

**11. Enforcement expenses/costs**

The Borrower must reimburse Elantis for all costs, expenses, fees (including, legal costs on a full indemnity basis) and interest reasonably incurred by Elantis in enforcing its rights under this agreement following an Event of Default.

**12. Indemnities and Releases**

To the maximum extent permitted by law:

- (a) the Borrower is, and remains, liable to repay amounts due and payable to Elantis including the Total to be Repaid under this agreement and any other agreement with Elantis, and no act or omission of Elantis or the Intermediary (other than any wilful misconduct, fraud or negligence of Elantis or its employees) will relieve the Borrower of that liability;
  - (b) Elantis is not liable in respect of any loss suffered by the Borrower whatsoever in respect of any conduct, misconduct, omission, delay, breach of duty or negligence of the Intermediary or the Insurer of any Policy;
  - (c) Elantis is not responsible to the Borrower or any other person for, or in respect of, the cancellation of any Policy where it has exercised its rights in accordance with this agreement, and the Borrower indemnifies Elantis and the Intermediary in relation to any claims arising out of such cancellation; and
  - (d) the Borrower indemnifies Elantis against all losses incurred arising from a breach of warranty in relation to a lack of authority of any person who has signed the Offer (including where an Offer has been made by the Intermediary in accordance with this agreement), other than any loss caused directly by the wilful misconduct, fraud or negligence of Elantis or its employees.
- Each indemnity is separate and independent of any other obligation under, and survives any termination of, this agreement.

**13. General**

- (a) Where the Borrower is 2 or more persons, this agreement binds them jointly and each severally.
- (b) References to the singular include the plural and vice versa.
- (c) The law of New South Wales governs this agreement.
- (d) The parties irrevocably and unconditionally submit to the jurisdiction of the courts of New South Wales.
- (e) Elantis may at any time assign its interest in this agreement.
- (f) The Borrower authorises Elantis to complete or correct any information on or missing from this document.
- (g) The Borrower consents to being given information in electronic form by Elantis, and acknowledges that anything done electronically in connection with the Offer and/or this agreement is as valid and enforceable as if it were done other than by electronic means.
- (h) If any part of this agreement is illegal or unenforceable, it will be severed from this agreement and neither that part nor its severance will affect the enforceability of the remainder of this agreement.
- (i) Time is of the essence in relation to the performance of the parties' obligations. No waiver or period of grace will apply unless given in writing by the other party.
- (j) Where no time is specified for payment of any amount payable in connection with this agreement, that amount shall be payable upon demand.

**PRIVACY**

Elantis Premium Funding Limited ("our", "us", "we") collects, discloses, handles and uses personal information and credit-related information about you to assess your Offer and decide whether to enter into a Credit Contract with you. By signing the Offer, you consent to us collecting, using, disclosing and handling your personal and credit-related information for the purposes explained below.

**How we collect, use and disclose your information**

We collect and use personal and credit-related information about you to enable us to assess the Offer, provide finance to you or establish, administer and manage the Credit Contract with you and exercise our rights when taking appropriate action if an Event of Default occurs. We also use it where there is fraud or a serious credit infringement; where required or authorised by law (including under the Anti-Money Laundering and Counter-Terrorism Financing Act 2009 (Cth), the Privacy Act 1988 (Cth) and the Credit Reporting Privacy Code ("CR Code"); and the Income Tax Assessment Act 1936 (Cth)); and to comply with our arrangements with credit reporting bodies.

We may contact you using the personal information you have supplied to inform you of products and services that may be of interest to you but we will give you the opportunity to unsubscribe if you don't want to receive it. If you do not provide the personal or credit-related information we require, we will be unable to provide finance to you or enter into a Credit Contract with you.

We may collect personal or credit-related information from you, the Intermediary, from the insurers, insurance brokers and agents, your bank and other financial institutions, your accountant(s), and other professional service providers, current and past employers, credit reporting bodies (CRBs), collection agents and finance or industry bodies.

**Exchanging information with CRBs**

The CRBs we usually deal with are Illion (contact details and privacy policy available at [www.illion.com.au/privacy-policy/](http://www.illion.com.au/privacy-policy/) and [www.illion.com.au/illion-credit-reporting-policy-australia/](http://www.illion.com.au/illion-credit-reporting-policy-australia/)) and Equifax (contact details and privacy policy available at [www.equifax.com.au/privacy](http://www.equifax.com.au/privacy) and [www.equifax.com.au/credit-reporting-policy](http://www.equifax.com.au/credit-reporting-policy)).

We may exchange your personal and credit-related information with CRBs to verify your identity, assess your finance application and provide/administer and manage your loan. If you fail to meet your payment obligations in relation to consumer credit or you commit a serious credit infringement, we may disclose this to a CRB. The types of information that may be provided to a CRB and our management of credit-related information are explained in our Privacy Policy and Privacy Statement – for more details see <https://www.elantis.com.au/resources/>

CRBs may include information in reports provided to other credit providers to assist them to assess your credit worthiness. However you have a right to request that a CRB: (i) not use or disclose your credit-related information if you believe on reasonable grounds that you have been or are likely to be a victim of fraud; and (ii) not use your credit-related information for the purposes of pre-screening of direct marketing by other credit providers (pre-screening is a process that enables a credit provider to determine whether you are ineligible to receive communications about credit offers from that provider, before those offers are sent). Please contact relevant CRBs by following the website links provided above if you require further information about CRBs use of your credit-related information.

**Target Market Determination**

A Target Market Determination (TMD) is required by law to be produced by us if you are a retail client obtaining funding for a retail product eg domestic car, house, travel or accident & illness insurance - the TMD provides information on:

- 1. who our Target Market for the product is;
- 2. any conditions or restrictions on who the product can be sold to;
- 3. events and circumstances that would reasonably suggest that this TMD is no longer appropriate and review periods; and
- 4. reporting obligations and periods.

The TMD for this product are available from us. Please refer to your funding documents for our contact details.

**Access, correction and complaints handling**

The privacy statement and privacy policy on our website (<https://www.elantis.com.au/resources/>) explain how we manage your personal and credit-related information, how you can access and seek correction of such information (including any credit eligibility information we hold about you), how you can complain about a breach of the Privacy Act (including the Australian Privacy Principles and Credit Reporting Code) and how we will deal with such a complaint. You can request a hard copy of the privacy statement by telephoning the number below.

If you wish to you can access the personal information we hold or make a complaint about the way we have handled your personal information, contact our Privacy Officer at:  
 Privacy Officer - Elantis Premium Funding  
 PO Box R1873  
 Sydney NSW 2000  
 Telephone: 1800 451 111  
 Email: [admin@elantis.com.au](mailto:admin@elantis.com.au)



Collective Insurance Brokers Pty Ltd  
 AFS 511427  
 ABN 27 625 475 434  
 Email: info@collectiveib.com.au

## ENDORSEMENT TAX INVOICE

Summerlin Magnolia Apartments CTS53766  
 C/- Strata Dynamics  
 GPO Box 5256  
 Brisbane QLD 4001

Date: 16/12/2025  
 Invoice Number: 00267615  
 Account Executive: Zac Rheinberger  
 Broking Assistant: Zac Rheinberger

Thank you for using our services to arrange this insurance cover.

Brief details of cover arranged on your behalf are given below. You should refer to the policy documents issued by the insurer for complete policy terms and conditions.

Please read carefully the important notices attached regarding your Duty of Disclosure. Please do not hesitate to contact us with any questions you may have.

Type of Policy	CHU Residential Strata
Insured	Summerlin Magnolia Apartments CTS53766
Policy Description	29 Rochat Avenue, BANYO QLD 4014
Insurer	CHU Underwriting Agencies
Underwritten by	QBE Insurance Australia Ltd (CHU)
Policy Number	HU0006047029
Period of Insurance	30/06/2025 to 30/06/2026
Effective Date	14/11/2025

Premium	FSL	Insurer Policy Charge	Insurer Total GST	Stamp Duty	Broker Fee	Broker Fee GST	Invoice Total
\$4,431.38	\$ 0.00	\$ 30.00	\$ 446.17	\$ 438.73	\$ 443.00	\$ 44.30	<b>\$5,833.58</b>

Insurer commission included within base premium = \$ 886.28 excl GST

### Payment Options



**Collective Insurance Brokers Pty Ltd**

**DEFT Reference Number**  
**40557122676159**

Pay by credit card or registered bank account at [www.deft.com.au](http://www.deft.com.au).  
 Payments by credit card may attract a surcharge.

<b>Name:</b>	Summerlin Magnolia Apartments CTS53766
<b>Invoice No:</b>	00267615
<b>Total:</b>	<b>\$5,833.58</b>
<b>Due Date:</b>	30/12/2025



\*498 405571 22676159

Pay in-store at Australia Post by cheque or EFTPOS



**Bill Code: 20362**  
**Ref: 40557122676159**

Contact your participating financial institution to make BPAY payments using the biller code and reference number as detailed above

**Total Due:**

**\$5,833.58**

# SUMMARY OF COVER

<b>Residential Strata</b>	<b>Policy Number</b>	HU0006047029
	<b>Policy Period</b>	30/06/2025 to 30/06/2026
	<b>Effective Date</b>	14/11/2025

**The Insured:**

Summerlin Magnolia Apartments CTS53766	Plan Address	29 Rochat Avenue, BANYO QLD 4014
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**CHU UNDERWRITING - Residential**

		LIMITS / SUM INSURED	
<b>POLICY 1</b>	INSURED PROPERTY (Building)	\$	17,792,084
	Loss of Rent/Temp Accommodation (15%)	\$	2,668,812
	INSURED PROPERTY (Common Area Contents)	\$	177,920
	FLOOD		Included
<b>POLICY 2</b>	PUBLIC LIABILITY	\$	30,000,000
<b>POLICY 3</b>	VOLUNTARY WORKERS	\$	200,000/2,000
<b>POLICY 5</b>	FIDELITY GUARANTEE	\$	250,000
<b>POLICY 6</b>	OFFICE BEARER'S LIABILITY	\$	5,000,000
<b>POLICY 7</b>	MACHINERY BREAKDOWN	\$	100,000
	Loss of Rent/ Temp Accommodation (20%)		
<b>POLICY 8</b>	CATASTROPHE INSURANCE (Community Association)	\$	2,668,812
	Extended cover – Rent/Temp Accommodation	\$	\$400,321
	Escalation in Cost of Temp Accommodation	\$	\$133,440
	Cost of Storage Evacuation	\$	\$133,440
<b>POLICY 9</b>	Government Audit Costs	\$	25,000
	Appeal Expenses – common property health & safety breaches	\$	100,000
	Legal Defense Expenses	\$	50,000
<b>POLICY 10</b>	LOT OWNERS FIXTURES AND IMPROVEMENTS (per lot)	\$	250,000

**EXCESSES**

**POLICY 1**

Any event of any kind	\$	2,000
Unoccupancy	\$	0

**POLICY 7**

Machinery Breakdown	\$	1,000
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**POLICY 9**

Legal Defence Expenses	\$	1,000
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**SPECIAL TERMS AND CONDITIONS**

Not Applicable

**INSURER**

CHU Underwriting Agencies Pty Ltd  
 ABN 18 001 580 070 / AFS 243261  
 Level 5, 1 Northcliff Street  
 Milsons Point NSW 2061  
[www.chu.com.au](http://www.chu.com.au)

**UNDERWRITTEN BY**

QBE Insurance (Australia) Ltd  
 ABN 78 003 191 035 / AFSL 239545  
 Level 5, 2 Park Street  
 SYDNEY NSW 2000  
[www.qbe.com.au](http://www.qbe.com.au)

**INSURER PRODUCT DISCLOSURE STATEMENT & POLICY WORDING**

QM562-1023

**IMPORTANT NOTICES & INFORMATION**

We have prepared this document to assist you to understand important issues relating to your insurances. Please contact your Account Executive if you have any questions or require further advice/assistance.

**CANCELLATION CLAUSE**

If a cover is cancelled before the expiry of the period of Insurance, we will refund to you only the net return premium which we received from the Insurer. We will not refund any part of the brokerage/commission we receive for arranging cover.

**ESSENTIAL READING OF POLICY WORDING**

The policy wordings for your insurances are essential reading to understand what is protected by each policy. Read them carefully as soon as possible and contact us if you have any concerns about the extent of your cover.

**YOUR DUTY OF DISCLOSURE**

Before you enter into an insurance contract, you have a duty to tell the insurer anything that you know, or could reasonably be expected to know, may affect their decision to insure you and on what terms. You have this duty until they agree to insure you. You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell the insurer anything that:

- reduces the risk they insure you for; or
- is common knowledge; or
- they know or should know as an insurer; or
- they waive your duty to tell them about.

If you do not tell the insurer something you are required to, they may cancel your contract or reduce the amount they will pay you if you make a claim, or both. If your failure to tell them is fraudulent, they may refuse to pay a claim and treat the contract as if it never existed.

**NOTE**

Any change in occupation or relevant material facts must be advised in writing to our office. This Summary of Cover has been prepared for general reference only. Nothing obtained herein prevails over the terms, conditions and exclusions of the policy.

**DUTY OF GOOD FAITH**

Both parties to an insurance contract, the insurer and the insured, must act towards each other with the utmost good faith. If you fail to do so, the insurer can cancel your insurance. If the insurer fails to do so, you may be able to sue the insurer.

**REMUNERATION DISCLOSURE**

<b>Itemised Insurance Costs</b>	
Base Premium (includes commission from insurer)	\$ 4,431.38 \$ 886.28 (20.0%)
ESL or FSL	\$ 0.00
Stamp Duty	\$ 438.73
Underwriting Agency Fee	\$ 30.00
Broker Fee (as a % of base premium)	\$ 443.00 (10.0%)
GST – all items	\$ 490.47
<b>Total Insurance Cost</b>	<b>\$ 5,833.58</b>
<b>Allocation of Strata Insurance Remuneration</b>	
Strata Management Company share of remuneration (ex GST)	\$ 775.50
Broker share of remuneration (ex GST)	\$ 553.78
Conflicts of Interest	Collective Insurance Brokers Pty Ltd (CIB) and your Strata Management Company (where applicable if acting as an Authorised Representative / Distributor of CIB), manage our fiduciary obligations and any conflict of interest that may arise, by acting in the insured's best interest at all times. As a member of the National Insurance Brokers Association, we adhere to their Code of Conduct, and we are licensed and regulated by the Australian Securities and Investments Commission. Important information about CIB and how we conduct our business with your Strata Management Company, are contained within the Financial Services Guide (FSG), provided with this report.
Best Interest Declaration	In preparing this broker advice, Collective Insurance Brokers and your strata management company (where applicable) have acted in the best interest of the insured at all times.  Jason Starr-Thomas – EGM CIB and Responsible Officer of Collective Insurance Brokers Pty Ltd

The above breakdown contains the following standard abbreviations;

Emergency Services Levy (ESL), Fire Service Levy (FSL) & Goods & Services Tax (GST)

### **GENERAL ADVICE WARNING**

We have provided you with general advice and not personal advice. In doing so, we have not taken into consideration your personal circumstances, specific objectives, financial situation or needs. You should therefore immediately review the advice together with your policy documentation to determine if they are appropriate for your personal circumstances and requirements.

### **AVERAGE OR CO-INSURANCE**

Some policies contain an Average or Co-insurance clause. This means that if you insure for less than the full value of the property, your claim may be reduced in proportion to the amount of the under-insurance.

Some business interruption policies contain an Average/Co-Insurance clause which has a different application. Check your policy and contact us with any questions.

### **CONTRACTS AND LEASES YOU SIGN**

If you sign a contract with an indemnity, "hold harmless" or release, it can invalidate your insurance – unless you obtain the Insurer's consent in advance. These clauses are often found in leases and other contracts you sign from time to time relating to your business. Do not sign a contract or lease without contacting us and/or taking legal advice as to whether the contract terms will prejudice your policy.

### **LEASING, HIRING AND BORROWING PROPERTY**

When you lease, hire or borrow property, make sure that the contract clearly identifies who is responsible for insuring the property.

Industrial Special Risks policies automatically cover property which you are responsible to insure, subject to the policy excess. Public liability insurance may assist you meet claims relating to property damage to property which you lease or hire. A sub-limit usually applies to the amount you can claim for damage to property in your care, custody or control.

### **ADDITIONAL INSURED AND NOTING INTERESTS**

If a person is to be named on your policy or insured as a co-insured or joint insured, notify us immediately so we can request this in advance from the insurer. Your property and liability policies will not provide automatic cover for the insurable interest of other parties (e.g., mortgagees, lessors).

Check with us whether the insurer will include someone else as an insured or note their interests before you agree to this in a contract or lease. We cannot guarantee that an insurer will agree to include someone as an insured under your policy or to note their interests on your policy.

### **CLAIMS OCCURRING POLICIES**

Most of your policies do not provide indemnity in respect of events that occurred before the insurance commenced. They cover events that occur during the policy period.

### **CLAIMS MADE POLICIES**

Some policies (e.g. professional indemnity insurance) provide cover on a "claims made" basis. This means that claims first advised to you (or made against you) and reported to your insurer during the policy period are insured under that policy, irrespective of when the incident causing the claim occurred. If you become aware of circumstances which could give rise to a claim, notify the insurer during the policy period.

Report all incidents that may give rise to a claim against you to the insurers immediately after they come to your attention and before the policy expires.

### **INSURER SOLVENCY**

We do not warrant or guarantee the current or ongoing solvency or financial viability of the insurer because we have no control over the insurer's performance and this can be affected by many complex commercial and economic factors.

### **INSURANCE BROKERS CODE OF PRACTICE & EXTERNAL DISPUTES RESOLUTION SERVICE**

Collective Insurance Brokers Pty Ltd subscribe to the Insurance Brokers Code of Practice and the Financial Ombudsman Service (FOS). FOS administer an independent and free external dispute resolution service for our clients.