

# Seller disclosure statement

Property Law Act 2023 section 99

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

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

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

**This statement does not include information about:**

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

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

## Part 1 Seller and property details

Seller THOMAS EDWARD OWENS and COLIN FRANCIS SEALEAF

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

2/ 98 River Terrace, Kangaroo Point QLD 4169

Lot on plan  
description

LOT 2 SURVEY PLAN 296081

Community titles scheme or  
BUGTA scheme:

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

Yes

No

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

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

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

**Title details**

The seller gives or has given the buyer the following

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

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

**Registered  
encumbrances**

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

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

<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 settlement. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><b>Note</b>If the property is part of a community titles scheme or a BUGTA scheme it may be subject to and have the benefit of statutory easements that are <b>NOT</b> required to be disclosed.</p> <p><b>Unregistered lease (if applicable)</b></p> <p>If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows:</p> <p>the start and end day of the term of the lease: <input type="text"/></p> <p>the amount of rent and bond payable: <input type="text"/></p> <p>whether the lease has an option to renew: <input type="text"/></p> <p><b>Other unregistered agreement in writing (if applicable)</b></p> <p>If the unregistered encumbrance is created by an agreement in writing, and is not an unregistered lease, a copy of the agreement is <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No given, together with relevant plans, if any.</p> <p><b>Other unregistered agreement in writing (if applicable)</b></p> <p>Unregistered oral agreement (if applicable)</p> <p>If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows:</p> <div style="border: 1px solid black; height: 150px; width: 100%;"></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, internet, telephone, and other services passing through or over the property, whether protected by registered or statutory easements, including but not limited to any infrastructure or public authority rights identified in this Form 2, including Annexures.</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 Residential Tenancies and Rooming Accommodation Act 2008 during the last 12 months. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If <b>Yes</b>, when was the rent for the premises or each of the residents rooms last increased? (Insert date of the most recent rent increase for the premises or rooms) <input type="text" value="23/06/2026"/></p> <p><b>Note</b>Under the Residential Tenancies and Rooming Accommodation Act 2008 the rent for a residential premises may not be increased earlier than 12 months after the last rent increase for the premises.</p> <p>As the owner of the property, you may need to provide evidence of the day of the last rent increase. You should ask the seller to provide this evidence to you prior to settlement.</p>

## Part 3 Land use, planning and environment

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

<b>Zoning</b>	The zoning of the property is (Insert zoning under the planning scheme, the Economic Development Act 2012; the Integrated Resort Development Act 1987; the Mixed Use Development Act 199; the State Development and Public Works Organisation Act 1971 or the Sanctuary Cove Resort Act 1985, as applicable):
	MDR - Medium Density Residential

<b>Transport proposals and resumptions</b>	There are encumbrances not registered on the title that will continue to affect the property after settlement. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	The lot is affected by a notice of intention to resume the property or any part of the property. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	If <b>Yes</b> , 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.

<b>Contamination and environmental protection</b>	The property is recorded on the Environmental Management Register or the Contaminated Land Register under the Environmental Protection Act 1994. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	<b>The following notices are, or have been, given:</b>
	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). <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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). <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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). <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

<b>Trees</b>	There is a tree order or application under the Neighbourhood Disputes (Dividing Fences and Trees) Act 2011 affecting the property. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	If <b>Yes</b> , a copy of the order or application must be given by the seller.

<b>Heritage</b>	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). <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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<b>Flooding</b>	Information about whether the property is affected by flooding or another natural hazard or within a natural hazard overlay can be obtained from the relevant local government and you should make your own enquires. Flood information for the property may also be available at the <a href="#">FloodCheck Queensland</a> portal or the <a href="#">Australian Flood Risk Information</a> portal.
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<b>Vegetation, habitats and protected plants</b>	Information about vegetation clearing, koala habitats and other restrictions on development of the land that may apply can be obtained from the relevant State government agency
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## Part 4 Buildings and structures

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

<b>Swimming pool</b>	There is a relevant pool for the property.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	If a community titles scheme or a BUGTA scheme a shared pool is located in the scheme.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	Pool compliance certificate is given.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	OR Notice of no pool safety certificate is given.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

<b>Unlicensed building work under owner builder permit</b>	Building work was carried out on the property under an owner builder permit in the last 6 years.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	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.		

<b>Notices and orders</b>	There is an unsatisfied show cause notice or enforcement notice under the Building Act 1975, section 246AG, 247 or 248 or under the Planning Act 2016, section 167 or 168.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	The seller has been given a notice or order, that remains in effect, from a local, State or Commonwealth government, a court or tribunal, or other competent authority, requiring work to be done or money to be spent in relation to the property.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	If <b>Yes</b> , a copy of the notice or order must be given by the seller.		

<b>Building Energy Efficiency Certificate</b>	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.		
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<b>Asbestos</b>	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.		
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## Part 5 Rates and services

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

<b>Rates</b>	<b>Whichever of the following applies</b>	
	The total amount payable* for all rates and charges (without any discount) for the property as stated in the most recent rate notice is:	
	Amount	\$ 548.82 Date Range: 1/4/2026 to 30/6/2026
	Or	
	The property is currently a rates exempt lot.**	<input type="checkbox"/>
	Or	
	The property is not rates exempt but no separate assessment of rates is issued by a local government for the property	<input type="checkbox"/>

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

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

<b>Water</b>	<b>Whichever of the following applies</b>	
	The total amount payable as charges for water services for the property as indicated in the most recent water services notice* is:	
	Amount	\$ 324.02 Date Range: 5/3/2026 to 21/5/2026
	Or	
	There is no separate water services notice issued for the lot; however, an estimate of the total amount payable for water services is:	
	Amount \$	<input type="text"/> Date Range: <input type="text"/>

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

## Part 6 Community titles schemes and BUGTA schemes

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

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

<b>Body Corporate and Community Management Act 1997</b>	The property is included in a community titles scheme. (If Yes, complete the information below) <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 Land Title Act 1994 or another Act is given to the buyer. <input checked="" type="checkbox"/> Yes <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
<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. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If <b>No</b> An explanatory statement is given to the buyer that states: <input type="checkbox"/> Yes <ul style="list-style-type: none"> <li>• a copy of a body corporate certificate for the lot is not attached; and</li> <li>• the reasons under section 6 of the Property Law Regulation 2024 why the seller has not been able to obtain a copy of the body corporate certificate for the lot.</li> </ul>
<b>Statutory Warranties</b>	<b>Statutory Warranties</b> If you enter into a contract, you will have implied warranties under the Body Corporate and Community Management Act 1997 relating to matters such as latent or patent defects in common property or body corporate assets; any actual, expected or contingent financial liabilities that are not part of the normal operating costs; and any circumstances in relation to the affairs of the body corporate that will materially prejudice you as owner of the property. There will be further disclosure about warranties in the contract.
<b>Building Units and Group Titles Act 1980</b>	<b>The property is included in a BUGTA scheme (If Yes, complete the information below)</b> <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 Building Units and Group Titles Act 1980, section 40AA(1) is given to the buyer. <input type="checkbox"/> Yes <input type="checkbox"/> No If <b>No</b> An explanatory statement is given to the buyer that states: <input type="checkbox"/> Yes <ul style="list-style-type: none"> <li>• a copy of a body corporate certificate for the lot is not attached; and</li> <li>• the reasons under section 7 of the Property Law Regulation 2024 why the seller has not been able to obtain a copy of the body corporate certificate for the lot.</li> </ul> <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.

**Signatures SELLER**

Signature of seller



17/06/2026, 20:43

Signature of seller

This form is signed by one seller under the authority of all sellers pursuant to section 97(2)(b) of the Property Law Act 2023.  
THOMAS EDWARD OWENS and COLIN FRANCIS SEALEAF

Name of seller

Date

Date

**Signatures BUYER**

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

Signature of buyer

Signature of buyer

Name of buyer

Name of buyer

Date

Date

Queensland Titles Registry Pty Ltd  
ABN 23 648 568 101

<b>Title Reference:</b> 51263353	<b>Search Date:</b> 17/06/2026 15:25
<b>Date Title Created:</b> 28/09/2021	<b>Request No:</b> 56555999
<b>Previous Title:</b> 15921178	

**ESTATE AND LAND**

Estate in Fee Simple

LOT 2 SURVEY PLAN 296081

Local Government: BRISBANE CITY

COMMUNITY MANAGEMENT STATEMENT 54742

**REGISTERED OWNER****INTEREST**

Dealing No: 721233225 05/11/2021

THOMAS EDWARD OWENS

99/100

COLIN FRANCIS SEALEAF

1/100

AS TENANTS IN COMMON

**EASEMENTS, ENCUMBRANCES AND INTERESTS**

1. Rights and interests reserved to the Crown by  
Deed of Grant No. 19551183 (ESA 62)
2. MORTGAGE No 721233226 05/11/2021 at 15:56  
AMP BANK LIMITED A.C.N. 081 596 009

**ADMINISTRATIVE ADVICES**

NIL

**UNREGISTERED DEALINGS**

NIL

Caution - Charges do not necessarily appear in order of priority

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

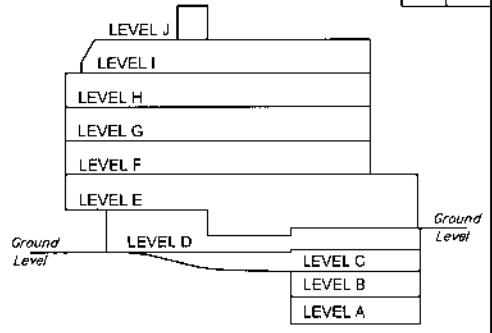
Land Title Act 1994; Land Act 1994  
Form 21 Version 4

SURVEY PLAN

Sheet 1 of 7

REFERENCE MARKS

STN	TO	ORIGIN	BEARING	DIST	
1	O.Screw in conc	1S258135	14°05'	1.0	
1	O.Screw in conc	1S258135	348°38'	3.425	
2	Screw in conc fd		347°59'	1.701	
3	Screw in conc		349°28'	5.442	
4	O.Screw in conc	1S258135	294°55'30"	2.004	
4	Screw in chnl		14°05'	2.16	
4	O.Nail in conc	1S283996	201°01'	3.799	N&C
6	O.Screw in conc	1S283996	at stn		
6	O.Screw in conc	1S258135	333°04'	1.34	

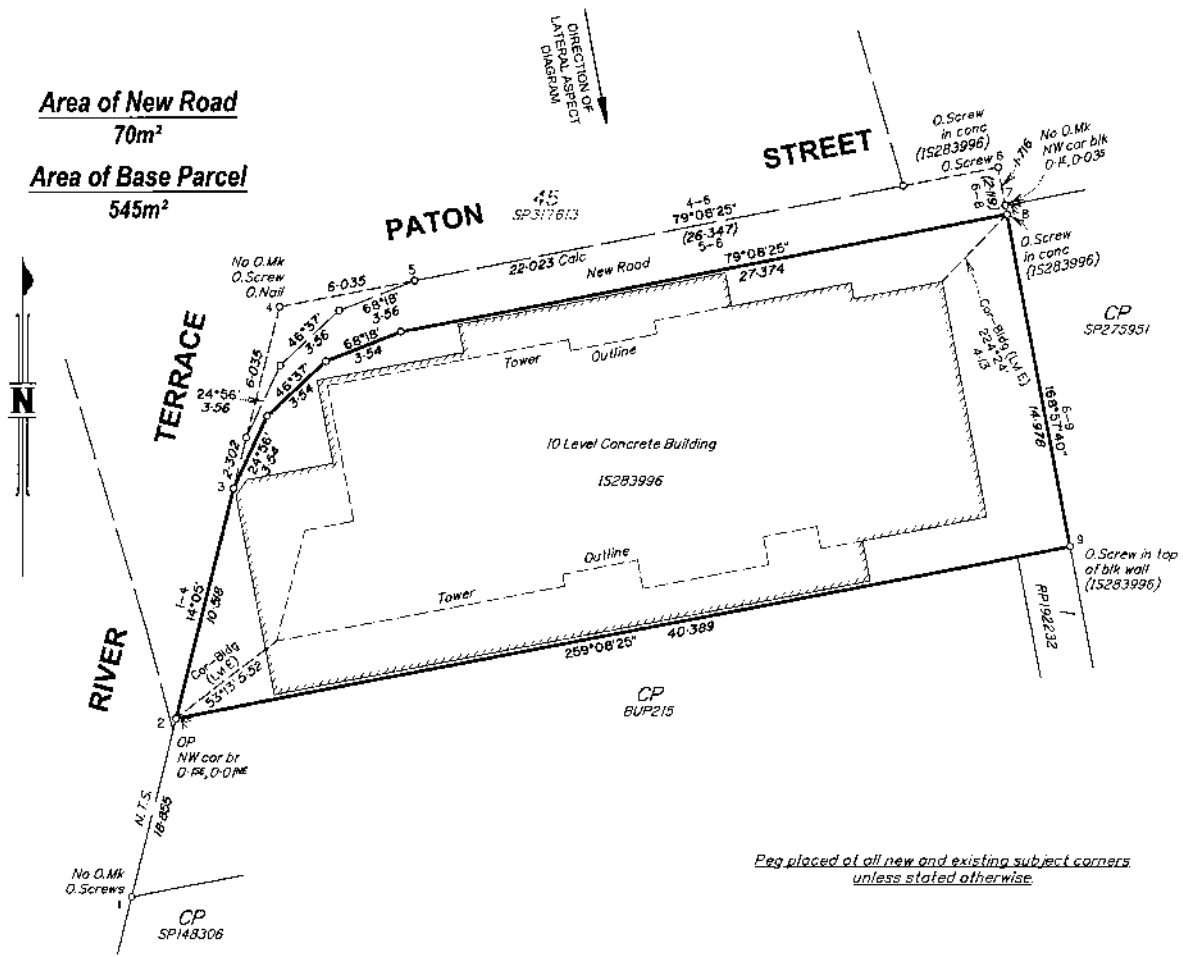


LATERAL ASPECT DIAG

(Viewed from the north) Scale 1:400

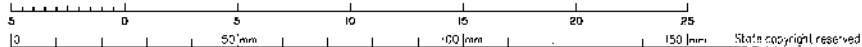
Area of New Road  
70m<sup>2</sup>

Area of Base Parcel  
545m<sup>2</sup>



Peg placed at all new and existing subject corners unless stated otherwise.

Scale 1: 200 - Lengths are in Metres.



SIMPSON RAYNER SURVEYS PTY LTD A.C.N. 078 818 167 hereby certify that the land comprised in this plan was surveyed by the corporation, by Joseph John CAU, Surveying Graduate, for whose work the corporation accepts responsibility, under the supervision of Michael John SIMPSON, Cadastral Surveyor and that the plan is accurate, that the said survey was performed in accordance with the Survey and Mapping Infrastructure Act 2003 and Surveyors Act 2003, and the Survey Regulations and Standards and that the said survey was completed on 06-07-2021.

*(Signature)*  
Director  
SIMPSON RAYNER SURVEYS PTY LTD  
A.C.N. 078 818 167  
Date: 26-7-2021

Plan of Lots 1, 2, 101, 102, 201, 202, 301, 302, 401, 402 and Common Property

Cancelling Lot 1 on RP149212

LOCAL GOVERNMENT: BRISBANE CITY LOCALITY: KANGAROO POINT

Meridian: 1S283996

Survey Records: No

Scale: 1:200

Format: BUILDING



SP296081

20107

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

**721112344**

**\$1434.00**  
22/09/2021 07:36

**BE 400 NT**

4. Lodged by

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

Existing		Created		
Title Reference	Description	New Lots	Road	Secondary Interests
15921178	Lot 1 on RPI49212	1, 2, 101, 102, 201, 202, 301, 302, 401, 402 & Common Property	New Road	-

**MORTGAGE ALLOCATIONS**

Mortgage	Lots Fully Encumbered	Lots Partially Encumbered
719088401	1, 2, 101, 102, 201, 202, 301, 302, 401, 402	-
719088402	1, 2, 101, 102, 201, 202, 301, 302, 401, 402	-

**ADMINISTRATIVE ADVICE ALLOCATIONS**

Administrative Advice	Lots to be Encumbered
720014408	1, 2, 101, 102, 201, 202, 301, 302, 401, 402

Reinstatement Report (in accordance with section 3.33.1 of the Cadastral Survey Requirements v7.1)

Reinstatement agrees with IS283996, IS258135, IS206767, IS194962, IS150906 and IS34372.

Development Approval : 31st March 2021

**6. 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;  
~~1. Part of the building shown on this plan encroaches onto adjoining lots and road.~~

  
Cadastral Surveyor/Director \* Date **26.7.21**  
\* delete words not required

**7. Lodgement Fees :**

Survey Deposit	\$ .....
Lodgement	\$ .....
___ New Titles	\$ .....
Photocopy	\$ .....
Postage	\$ .....
<b>TOTAL</b>	\$ .....

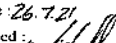
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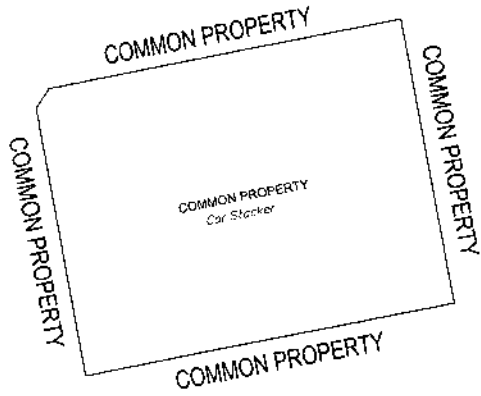
1, 2, 101, 102, 201, 202, 301, 302, 401, 402 and Common Property	ESA 62
Lots	Orig

2. Orig Grant Allocation :

3. References :  
Dept File :  
Local Govt :  
Surveyor : 20107

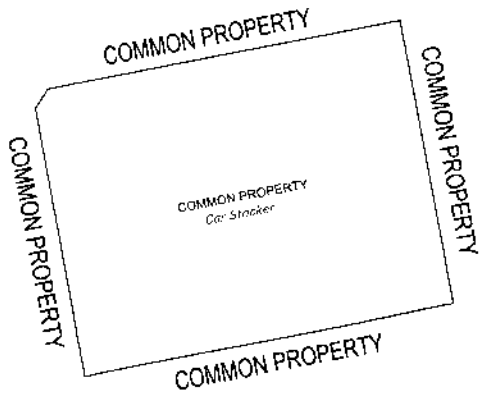
5. Passed & Endorsed :

By : **SIMPSON RAYNER SURVEYS**  
PTY LTD A.C.N. 078 818 167  
Date : **26.7.21**  
Signed :   
Designation : **CADASTRAL SURVEYOR**



**LEVEL A**  
Scale 1:150

**LEVEL B**  
Scale 1:150



Scale 1:150 - Lengths are in Metres.



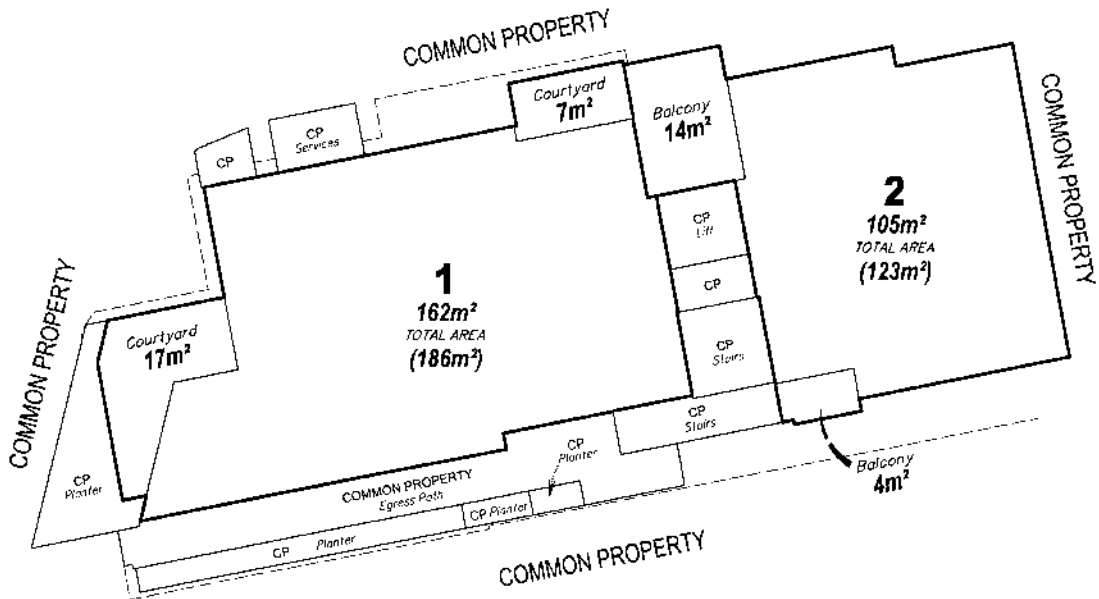
State copyright reserved.

Insert  
Plan  
Number

**SP296081**

2007





**LEVEL E**

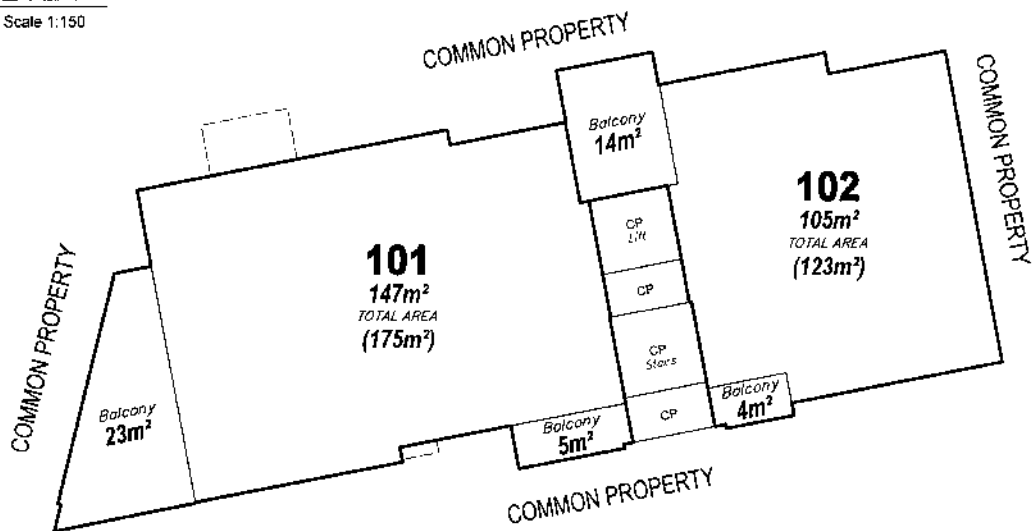
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**LEVEL F**

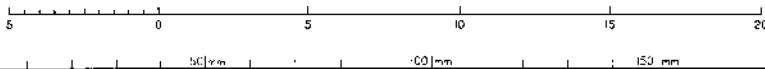
Scale 1:150



DENOTES LEVEL BELOW



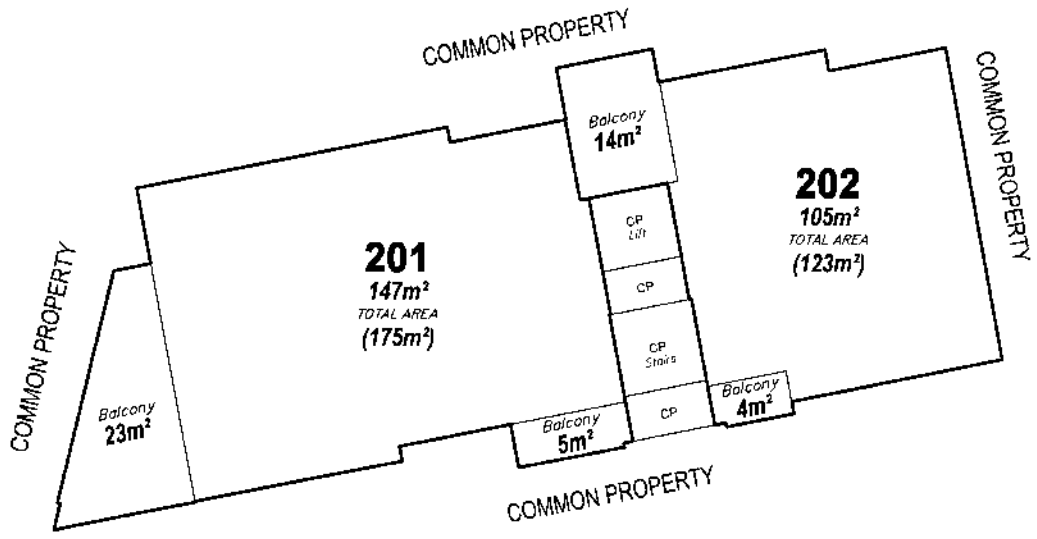
Scale 1:150 - Lengths are in Metres.



State copyright reserved.

Insert Plan Number **SP296081**

2002

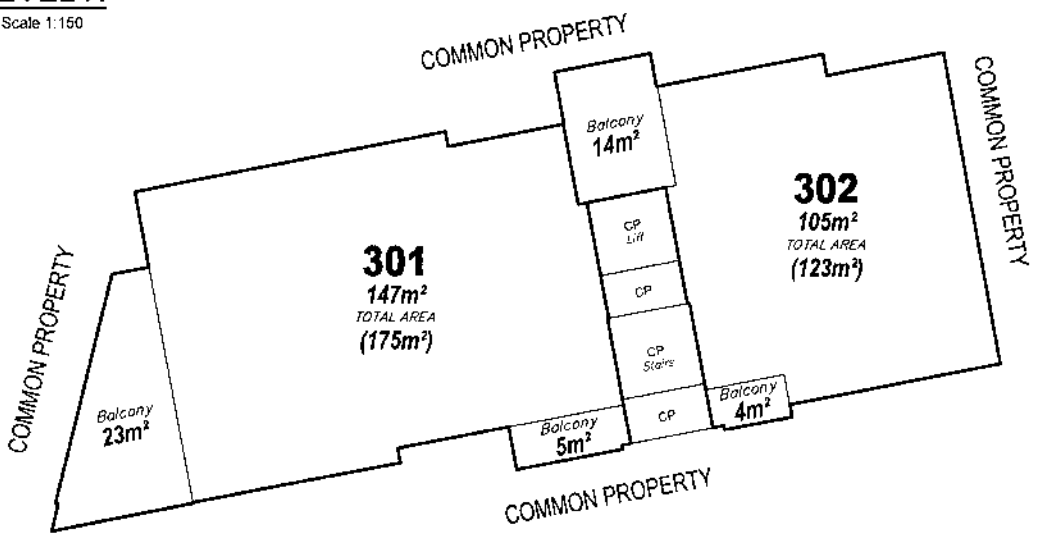


**LEVEL G**

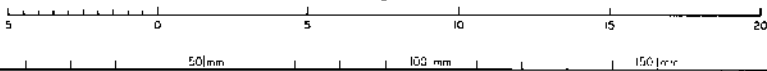
Scale 1:150

**LEVEL H**

Scale 1:150



Scale 1:150 - Lengths are in Metres.



State copyright reserved.

Insert Plans Number **SP296081**

2002



17 June 2026

PALISADE KANGAROO POINT CTS 54742  
Not registered for GST

Surch IT Pty Ltd

Ref

Re Lot 2 PALISADE KANGAROO POINT CTS 54742

Fee 84.10 Paid

Please find enclosed the Body Corporate Information Certificate.

This certificate contains details relating to body corporate contributions and other financial information as prescribed by the Act.

We recommend that prospective purchasers engage a professional body corporate records search agent to obtain a full inspection of the records.

This will ensure any matters such as contingent liabilities, insurance details, common property defects, or ongoing disputes are fully considered prior to purchase.

Should you require any further clarification regarding this certificate, please do not hesitate to contact our office.

Yours faithfully,  
Stratacare Australia  
On behalf of the body corporate

**BCCM****Form 33**

Department of Justice

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

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

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

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

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

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

This certificate does not include information about:

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

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

**The community management statement**

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

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

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

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

### The information in this certificate is issued on 17/06/2026

#### Becoming an owner

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

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

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

#### How to get more information

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

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

## Contacting the body corporate

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

#### Name and number of the community titles scheme

**PALISADE KANGAROO POINT**

CTS No. **54742**

#### 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: **Stuart Davis**

Phone: **07 34355300**

Company: **STRATA CARE AUSTRALIA PTY LTD**

Email: **reception@stratacare.com.au**

#### Accessing records

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

The body corporate manager named above.

## Property and community titles scheme details

### Lot and plan details

Lot number: **2**

Plan type and number: **SP296081**

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:**

**Standard**

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

### Layered arrangements of community titles schemes

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

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

**No**

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

### Building management statement

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

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

**No**

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

## By-laws and exclusive use areas

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

### What by-laws apply?

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

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

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

### General by-laws

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

### Exclusive use areas

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

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

**Yes**

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

**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: **965**

Total contribution schedule lot entitlements for all lots: **9,987**

**Interest schedule**

Interest schedule lot entitlement for the lot: **688**

Total interest schedule lot entitlements for all lots: **9,990**

**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 **2** for the current financial year: \$ **8,213.18**

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

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

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

Period	Due date	Amount due	Amount due if discount applied	Paid
01/09/25 to 31/12/25	01/09/25	1,479.44	1,479.44	12/08/25
01/01/26 to 30/04/26	05/01/26	3,366.87	3,366.87	24/12/25
01/05/26 to 31/08/26	01/05/26	3,366.87	3,366.87	22/04/26
01/09/26****31/12/26	01/09/26	3,011.48	3,011.48	
			Amount overdue	<b>Nil</b>
			Amount Unpaid including amounts billed not yet due	<b>Nil</b>

**Sinking fund contributions**

Total amount of contributions (before any discount) for lot **2** for the current financial year: \$ **4,831.28**  
 Number of instalments: **3** (outlined below)  
 Discount for on-time payments (if applicable): **0** %  
 Monthly penalty for overdue contributions (if applicable): **0.00** %

Period	Due date	Amount due	Amount due if discount applied	Paid
01/09/25 to 31/12/25	01/09/25	641.34	641.34	12/08/25
01/01/26 to 30/04/26	05/01/26	2,094.97	2,094.97	24/12/25
01/05/26 to 31/08/26	01/05/26	2,094.97	2,094.97	22/04/26
01/09/26****31/12/26	01/09/26	1,739.22	1,739.22	
			Amount overdue	<b>Nil</b>
			Amount Unpaid including amounts billed not yet due	<b>Nil</b>

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

Date determined: **03/12/25** (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): **0.00** %

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

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

Date determined: (Access the body corporate records for more information).  
 Total amount of contributions (before any discount) **\$4,830.79**  
 Number of instalments: **1** (outlined below)  
 Discount for on-time payments (if applicable): **0** %  
 Monthly penalty for overdue contributions (if applicable): **0.00** %

Due date	Amount due	Amount due if discount applied	Paid
01/09/25	4,830.79	4,830.79	29/10/25

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

### Other contributions

	Period	Due date	Amount due	Amount due if discount applied	Paid
Insurance Levy*	01/09/25 to 31/12/25	01/09/25	338.29	338.29	12/08/25
Insurance Levy*	01/01/26 to 30/04/26	05/01/26	288.04	288.04	24/12/25
Insurance Levy*	01/05/26 to 31/08/26	01/05/26	288.04	288.04	22/04/26
Insurance Levy*	01/09/26 to 31/12/26	01/09/26	304.78	304.78	

### Other amounts payable by the lot owner

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

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

At the date of this certificate

Annual contributions	<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	<b>Nil</b>

(Total Amount Unpaid including not yet due \$0.00)

(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): \$ 74,243.87**

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

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

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

Date	Description	Conditions
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**Body corporate assets**

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

The body corporate does not have any assets that it is required to record in its register

**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 LONGITUDE VIA HONAN INS. GROUP	LNG-STR-20295969	8,340,883.00	13,276.90	28/09/26	\$2,000 All Claims
PUBLIC LIABILITY LONGITUDE VIA HONAN INS. GROUP	LNG-STR-20295969	50,000,000.00		28/09/26	
VOLUNTARY WORKERS LONGITUDE VIA HONAN INS. GROUP	LNG-STR-20295969	200,000.00		28/09/26	

## Body corporate insurance policies

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

TYPE/COMPANY	POLICY NO.	SUM INSURED	PREMIUM	DUE DATE	EXCESS
WORKERS COMPENSATION Workcover Queensland	WSB211047458	200.00	200.00	30/06/26	
FIDELITY GUARANTEE LONGITUDE VIA HONAN INS. GROUP	LNG-STR-20295969	100,000.00		28/09/26	
OFFICE BEARERS LONGITUDE VIA HONAN INS. GROUP	LNG-STR-20295969	5,000,000.00		28/09/26	
MACHINERY BREAKDOWN LONGITUDE VIA HONAN INS. GROUP	LNG-STR-20295969	100,000.00		28/09/26	\$5,000 Water Chiller, Power Generators \$2,000 Central AC, Small AC, Lift & All Other Losses
LOSS RENT/TEMP ACCOM LONGITUDE VIA HONAN INS. GROUP	LNG-STR-20295969	1,251,133.00		28/09/26	\$2,000 All Claims
LEGAL EXPENSES LONGITUDE VIA HONAN INS. GROUP	LNG-STR-20295969	50,000.00		28/09/26	\$1,000 & 10% Contribution
FLOOD LONGITUDE VIA HONAN INS. GROUP	LNG-STR-20295969	INCLUDED		28/09/26	\$2,000 Each & Every Claim
COMMON CONTENTS LONGITUDE VIA HONAN INS. GROUP	LNG-STR-20295969	83,409.00		28/09/26	\$2,000 All Claims
BUILDING CATASTROPHE LONGITUDE VIA HONAN INS. GROUP	LNG-STR-20295969	1,251,883.00		28/09/26	
FLOATING FLOORS LONGITUDE VIA HONAN INS. GROUP	LNG-STR-20295969	INCLUDED		28/09/26	\$2,000 All Claims
AUDIT COSTS LONGITUDE VIA HONAN INS. GROUP	LNG-STR-20295969	30,000.00		28/09/26	
APPEAL EXPENSES WH&S LONGITUDE VIA HONAN INS. GROUP	LNG-STR-20295969	150,000.00		28/09/26	
LOT OWNERS FIXTURES LONGITUDE VIA HONAN INS. GROUP	LNG-STR-20295969	300,000.00		28/09/26	

## Alternative insurance

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

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

**No**

## Lot owner and occupier insurance

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

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

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

## Contracts and authorisations

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

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

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

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

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

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

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

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

**No**

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

**No**

### Embedded network electricity supply

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

**No**

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

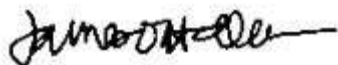
### Body corporate authority

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

**Name/s** James O'Hare

**Positions/s held** Director

**Date** 17/06/2026



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

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

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

## PALISADE KANGAROO POINT CTS 54742

98 River Terrace Kangaroo Point Qld 4169 Kangaroo Point

### BALANCE SHEET

AS AT 17 JUNE 2026

	ACTUAL 17/06/2026	ACTUAL 31/08/2025
<b><u>OWNERS FUNDS</u></b>		
Administrative Fund	11,543.89	(16,797.74)
Sinking Fund	74,243.87	(298.11)
<b><u>TOTAL</u></b>	<b><u>\$ 85,787.76</u></b>	<b><u>\$ (17,095.85)</u></b>
 <b><u>THESE FUNDS ARE REPRESENTED BY</u></b>		
 <b><u>CURRENT ASSETS</u></b>		
Cash At Bank	83,038.53	27,757.20
Prepaid Expenses	0.00	1,641.03
Levies In Arrears	8,061.42	0.00
Other Arrears	176.00	0.00
Insurance Arrears	692.88	0.00
<b><u>TOTAL ASSETS</u></b>	<b>91,968.83</b>	<b>29,398.23</b>
 <b><u>LIABILITIES</u></b>		
Accrued Expenses - Other	0.00	2,054.20
Creditors	0.00	16.77
Levies In Advance	6,181.07	41,030.87
Insurance Levies In Advance	0.00	3,392.24
<b><u>TOTAL LIABILITIES</u></b>	<b>6,181.07</b>	<b>46,494.08</b>
 <b><u>NET ASSETS</u></b>	<b><u>\$ 85,787.76</u></b>	<b><u>\$ (17,095.85)</u></b>

## PALISADE KANGAROO POINT CTS 54742

98 River Terrace Kangaroo Point Qld 4169 Kangaroo Point

### STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 SEPTEMBER 2025 TO 17 JUNE 2026

	ACTUAL	BUDGET	VARIANCE	ACTUAL
	01/09/25-17/06/26	01/09/25-31/08/26	%	01/09/24-31/08/25
<b><u>ADMINISTRATIVE FUND</u></b>				
<b><u>INCOME</u></b>				
Admin Fund Levies	85,000.03	85,000.00	100.00	43,745.08
Insurance Levy	13,276.92	13,276.90	100.00	14,034.96
<b><u>TOTAL ADMIN. FUND INCOME</u></b>	<b>98,276.95</b>	<b>98,276.90</b>		<b>57,780.04</b>
<b><u>EXPENDITURE - ADMIN. FUND</u></b>				
Bank Fee - Deft/Stratapay	10.45	20.00	52.25	11.55
Bc - Debt Recovery Legal	(594.00)	0.00	0.00	0.00
Cleaning - Bin, Bin Room	1,278.03	1,700.00	75.18	1,639.52
Cleaning - General	1,460.00	2,000.00	73.00	880.00
Cleaning - Materials	8.79	0.00		0.00
Compliance - Audit Fee	748.00	748.00	100.00	605.00
Compliance - Backflow Rego N	237.00	250.00	94.80	228.00
Fees - Legal Fee	0.00	0.00	0.00	1,477.27
Fees - Creditor Compliance	132.00	132.00	100.00	132.00
Fees - Land Valuation	0.00	0.00	0.00	99.00
Fire - Audit	0.00	0.00	0.00	442.00
Fire - System & Equipment	27,430.93	7,000.00	391.87	12,359.02
Insurance - Claim Refunds N	0.00	0.00	0.00	(8,990.38)
Insurance - Claim Expenses	0.00	0.00	0.00	13,429.58
Insurance - Premium	14,134.11	13,276.90	106.46	11,258.61
Insurance - Work Cover	277.00	300.00	92.33	277.00
Pest - Pest Control	105.11	180.00	58.39	0.00
Pest - Termite Inspection	0.00	180.00	0.00	0.00
R & M - Backflow Maintenance	352.00	350.00	100.57	335.50
R & M - Building	431.21	700.00	61.60	734.25
R & M - Electrical	1,622.50	2,000.00	81.12	0.00
R & M - Garden & Grounds	3,872.00	3,300.00	117.33	3,267.00
R & M - Keys & Locks	11.04	0.00		0.00
R & M - Lift Maintenance	6,795.32	6,200.00	109.60	6,077.36
R & M - Lift - Car	0.00	15,000.00	0.00	10,615.00
R & M - Plumbing	719.50	2,000.00	35.98	881.00
R & M - Storm Water	539.00	1,100.00	49.00	1,078.00
Reports - Building	0.00	0.00	0.00	3,035.73
Reports - Insurance Valuation	0.00	0.00	0.00	529.00
Utilities - Electricity Com Po	4,569.15	7,000.00	65.27	6,737.08

## PALISADE KANGAROO POINT CTS 54742

98 River Terrace Kangaroo Point Qld 4169 Kangaroo Point

### STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 SEPTEMBER 2025 TO 17 JUNE 2026

	ACTUAL	BUDGET	VARIANCE	ACTUAL
	01/09/25-17/06/26	01/09/25-31/08/26	%	01/09/24-31/08/25
Utilities - Gas	1,368.15	6,700.00	20.42	3,600.61
Utilities - Water & Sewerage	255.36	300.00	85.12	250.89
Bcm - Disbursements	641.70	790.88	81.14	770.04
Bcm - Income Tax Lodgement	0.00	330.00	0.00	330.00
Bcm - Additional	612.70	300.00	204.23	220.00
Bcm - Secretarial Contract	1,706.30	2,002.89	85.19	1,998.33
Bcm - Software Licence Fee	233.80	264.00	88.56	280.56
Bcm - Voc	55.00	110.00	50.00	165.00
Bcm - Work Order & Quotes	923.17	1,287.00	71.73	1,287.00
<b>TOTAL ADMIN. EXPENDITURE</b>	<b>69,935.32</b>	<b>75,521.67</b>		<b>76,040.52</b>
<b>SURPLUS / DEFICIT</b>	<b>\$ 28,341.63</b>	<b>\$ 22,755.23</b>		<b>\$ (18,260.48)</b>
Opening Admin. Balance	(16,797.74)	(16,797.74)	100.00	1,462.74
<b>ADMINISTRATIVE FUND BALANCE</b>	<b>\$ 11,543.89</b>	<b>\$ 5,957.49</b>		<b>\$ (16,797.74)</b>

## PALISADE KANGAROO POINT CTS 54742

98 River Terrace Kangaroo Point Qld 4169 Kangaroo Point

### STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 SEPTEMBER 2025 TO 17 JUNE 2026

	ACTUAL 01/09/25-17/06/26	BUDGET 01/09/25-31/08/26	VARIANCE %	ACTUAL 01/09/24-31/08/25
<b><u>SINKING FUND</u></b>				
<b><u>INCOME</u></b>				
Sinking Fund Levies	50,000.02	50,000.00	100.00	19,912.07
Special Levy	49,994.93	0.00		0.00
<b><u>TOTAL SINKING FUND INCOME</u></b>	<b>99,994.95</b>	<b>50,000.00</b>		<b>19,912.07</b>
<b><u>EXPENDITURE - SINKING FUND</u></b>				
Doors & Gates	1,056.00	0.00		0.00
Fire Control	0.00	0.00	0.00	4,059.00
Fire Control & Equipments	457.34	0.00		0.00
Building - Repairs	2,446.13	0.00		10,208.28
Electrical+Comm Lights	0.00	0.00	0.00	478.50
Lift Replacement/Upgrade	21,493.50	25,000.00	85.97	21,493.50
Anchor Points	0.00	25,000.00	0.00	0.00
Window Cleaning	0.00	11,500.00	0.00	0.00
<b><u>TOTAL SINK. FUND EXPENDITURE</u></b>	<b>25,452.97</b>	<b>61,500.00</b>		<b>36,239.28</b>
<b><u>SURPLUS / DEFICIT</u></b>	<b>\$ 74,541.98</b>	<b>\$ (11,500.00)</b>		<b>\$ (16,327.21)</b>
Opening Sinking Fund Balance	(298.11)	(298.11)	100.00	16,029.10
<b><u>SINKING FUND BALANCE</u></b>	<b>\$ 74,243.87</b>	<b>\$ (11,798.11)</b>		<b>\$ (298.11)</b>

## PALISADE KANGAROO POINT CTS 54742

98 River Terrace Kangaroo Point Qld 4169 Kangaroo Point

### BALANCE SHEET

AS AT 31 AUGUST 2025

	ACTUAL 31/08/2025	ACTUAL 31/08/2024
<b><u>OWNERS FUNDS</u></b>		
Administrative Fund	(16,797.74)	1,462.74
Sinking Fund	(298.11)	16,029.10
<b><u>TOTAL</u></b>	<b><u>\$ (17,095.85)</u></b>	<b><u>\$ 17,491.84</u></b>
 <b><u>THESE FUNDS ARE REPRESENTED BY</u></b>		
 <b><u>CURRENT ASSETS</u></b>		
Cash At Bank	27,757.20	43,243.96
Prepaid Expenses	1,641.03	3,230.49
<b><u>TOTAL ASSETS</u></b>	<b><u>29,398.23</u></b>	<b><u>46,474.45</u></b>
 <b><u>LIABILITIES</u></b>		
Accrued Expenses - Other	2,054.20	1,678.20
Accrued Expenses - Car Stacker	0.00	6,820.00
Creditors	16.77	1,521.30
Levies In Advance	41,030.87	16,197.99
Insurance Levies In Advance	3,392.24	2,765.12
<b><u>TOTAL LIABILITIES</u></b>	<b><u>46,494.08</u></b>	<b><u>28,982.61</u></b>
 <b><u>NET ASSETS</u></b>	<b><u>\$ (17,095.85)</u></b>	<b><u>\$ 17,491.84</u></b>

## PALISADE KANGAROO POINT CTS 54742

98 River Terrace Kangaroo Point Qld 4169 Kangaroo Point

### STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 SEPTEMBER 2024 TO 31 AUGUST 2025

	ACTUAL	BUDGET	VARIANCE	ACTUAL
	01/09/24-31/08/25	01/09/24-31/08/25	%	01/09/23-31/08/24
<b><u>ADMINISTRATIVE FUND</u></b>				
<b><u>INCOME</u></b>				
Admin Fund Levies	43,745.08	43,745.00	100.00	45,795.43
Insurance Levy	14,034.96	14,035.00	100.00	12,274.71
<b><u>TOTAL ADMIN. FUND INCOME</u></b>	<b>57,780.04</b>	<b>57,780.00</b>		<b>58,070.14</b>
<b><u>EXPENDITURE - ADMIN. FUND</u></b>				
Bank Fee - Deft/Stratapay	11.55	20.00	57.75	13.20
Cleaning - Bin, Bin Room	1,639.52	1,500.00	109.30	1,483.79
Cleaning - General	880.00	910.00	96.70	35.00
Compliance - Audit Fee	605.00	748.00	80.88	748.00
Compliance - Backflow Rego N	228.00	230.00	99.13	219.00
Compliance - Switchboard Test	0.00	0.00	0.00	281.66
Fees - Legal Fee	1,477.27	0.00		880.00
Fees & Permit - No Gst	0.00	250.00	0.00	168.90
Fees - Creditor Compliance	132.00	132.00	100.00	132.00
Fees - Land Valuation	99.00	0.00		0.00
Fire - Audit	442.00	445.00	99.33	0.00
Fire - System & Equipment	12,359.02	2,000.00	617.95	8,271.00
Insurance - Claim Refunds N	(8,990.38)	0.00	0.00	0.00
Insurance - Claim Expenses	13,429.58	0.00		0.00
Insurance - Premium	11,258.61	14,035.00	80.22	12,205.17
Insurance - Work Cover	277.00	280.00	98.93	277.00
Pest - Pest Control	0.00	170.00	0.00	340.00
Pest - Termite Inspection	0.00	170.00	0.00	340.00
R & M - Backflow Maintenance	335.50	330.00	101.67	319.00
R & M - Building	734.25	500.00	146.85	505.80
R & M - Electrical	0.00	1,000.00	0.00	1,578.07
R & M - Garden & Grounds	3,267.00	3,500.00	93.34	3,415.50
R & M - Keys & Locks	0.00	50.00	0.00	11.13
R & M - Lift Maintenance	6,077.36	6,000.00	101.29	5,861.12
R & M - Lift - Car	10,615.00	8,000.00	132.69	14,217.50
R & M - Plumbing	881.00	500.00	176.20	0.00
R & M - Storm Water	1,078.00	900.00	119.78	858.00
Reports - Building	3,035.73	0.00		0.00
Reports - Insurance Valuation	529.00	0.00		0.00
Reports - Wphs	0.00	0.00	0.00	794.00

## PALISADE KANGAROO POINT CTS 54742

98 River Terrace Kangaroo Point Qld 4169 Kangaroo Point

### STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 SEPTEMBER 2024 TO 31 AUGUST 2025

	ACTUAL	BUDGET	VARIANCE	ACTUAL
	01/09/24-31/08/25	01/09/24-31/08/25	%	01/09/23-31/08/24
Utilities - Electricity Com Po	6,737.08	7,927.00	84.99	6,606.46
Utilities - Gas	3,600.61	3,000.00	120.02	2,890.73
Utilities - Water & Sewerage	250.89	300.00	83.63	268.68
Bcm - Disbursements	770.04	770.00	100.01	770.04
Bcm - Income Tax Lodgement	330.00	330.00	100.00	330.00
Bcm - Additional	220.00	300.00	73.33	339.90
Bcm - Secretarial Contract	1,998.33	1,998.33	100.00	1,977.36
Bcm - Software Licence Fee	280.56	280.50	100.02	280.56
Bcm - Voc	165.00	110.00	150.00	275.00
Bcm - Work Order & Quotes	1,287.00	198.00	650.00	1,881.00
Prior Yr's Adjustment	0.00	0.00	0.00	6,416.03
<b>TOTAL ADMIN. EXPENDITURE</b>	<b>76,040.52</b>	<b>56,883.83</b>		<b>74,990.60</b>
<b>SURPLUS / DEFICIT</b>	<b>\$ (18,260.48)</b>	<b>\$ 896.17</b>		<b>\$ (16,920.46)</b>
Opening Admin. Balance	1,462.74	1,462.74	100.00	18,383.20
<b>ADMINISTRATIVE FUND BALANCE</b>	<b>\$ (16,797.74)</b>	<b>\$ 2,358.91</b>		<b>\$ 1,462.74</b>

## PALISADE KANGAROO POINT CTS 54742

98 River Terrace Kangaroo Point Qld 4169 Kangaroo Point

### STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 SEPTEMBER 2024 TO 31 AUGUST 2025

	ACTUAL 01/09/24-31/08/25	BUDGET 01/09/24-31/08/25	VARIANCE %	ACTUAL 01/09/23-31/08/24
<b><u>SINKING FUND</u></b>				
<b><u>INCOME</u></b>				
Sinking Fund Levies	19,912.07	19,912.00	100.00	21,419.09
<b><u>TOTAL SINKING FUND INCOME</u></b>	<b>19,912.07</b>	<b>19,912.00</b>		<b>21,419.09</b>
<b><u>EXPENDITURE - SINKING FUND</u></b>				
Fire Control	4,059.00	0.00		0.00
Fire Control & Equipments	0.00	0.00	0.00	4,460.50
Building - Repairs	10,208.28	0.00		895.00
Electrical+Comm Lights	478.50	0.00		0.00
Lift Maintenance	0.00	0.00	0.00	935.00
Lift Replacement/Upgrade	21,493.50	0.00		0.00
Cctv	0.00	0.00	0.00	9,608.00
<b><u>TOTAL SINK. FUND EXPENDITURE</u></b>	<b>36,239.28</b>	<b>0.00</b>		<b>15,898.50</b>
<b><u>SURPLUS / DEFICIT</u></b>	<b>\$ (16,327.21)</b>	<b>\$ 19,912.00</b>		<b>\$ 5,520.59</b>
Opening Sinking Fund Balance	16,029.10	16,029.10	100.00	10,508.51
<b><u>SINKING FUND BALANCE</u></b>	<b>\$ (298.11)</b>	<b>\$ 35,941.10</b>		<b>\$ 16,029.10</b>

Dealing Number



OFFICE USE ONLY

**Privacy Statement**

Collection of 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 Palisade Kangaroo Point Community Titles Scheme 54742

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

**Lodger Code**

**2. Lot on Plan Description**

Common Property of Palisade Kangaroo Point Community Titles Scheme 54742

**Title Reference**

51263351

**3. Registered Proprietor/State Lessee**

Body Corporate for Palisade Kangaroo Point Community Titles Scheme 54742

**4. Interest**

NOT APPLICABLE

**5. Applicant**

Body Corporate for Palisade Kangaroo Point Community Titles Scheme 54742

**6. Request**

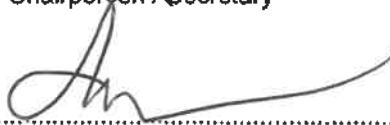
I hereby request that: the New Community Management Statement deposited herewith which amends Schedule C of the existing Community Management Statement be recorded as the New Community Management Statement for Palisade Kangaroo Point Community Titles Scheme 54742.

**7. Execution by applicant**

Body Corporate for Palisade Kangaroo Point Community Titles Scheme 54742

  
.....  
**Applicant's Signature**  
Chairperson / ~~Secretary~~

5 10/2/2025  
**Execution Date**

  
.....  
**Applicant's Signature**  
Committee member

**THIS CMS MUST BE DEPOSITED 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> Palisade Kangaroo Point Community Titles Scheme 54742	<b>2. Regulation module</b> STANDARD MODULE
<b>3. Name of body corporate</b> Body Corporate for Palisade Kangaroo Point Community Titles Scheme 54742	
<b>4. Scheme land</b> Lot on Plan Description Lots 1, 2, 101, 102, 201, 202, 301, 302, 401, 402 on SP296081 Common Property for Palisade Kangaroo Point Community Titles Scheme 54742	<b>3. Title Reference</b>  51263352 to 51263361 inclusive 51263351
<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
<b>7. New CMS exemption to planning body community management statement notation (if applicable*)</b> Insert exemption clause (if no exemption – insert 'N/A' or 'not applicable')  Not applicable pursuant to section 60(6) of the <i>Body Corporate and Community Management Act 1997</i> .	
*If there is no exemption, a Form 18C must be deposited with the Request to record the CMS.	
<b>8. Consent of body corporate</b>	

**See Form 20 – BCCM Execution**

**Privacy Statement**

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<b>1. Community Titles Scheme (CTS) Name</b>	<b>CTS Number</b>
Palisade Kangaroo Point	54742
<b>2. Module Type of BCCM Scheme</b>	<b>Instrument being executed (using this certificate)</b>
Standard Module	CMS

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

Signature		Signature	
Signer Name	DAVID JAMES GRACE	Signer Name	ROGER CARR
Signer Authority	CHAIR PERSON	Signer Authority	SECRETARY
Entity (if applicable)		Entity (if applicable)	
Execution Date	5 February 2025	Execution Date	05/02/2025

\*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.

<b>SCHEDULE A</b>	<b>SCHEDULE OF LOT ENTITLEMENTS</b>
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Lot on Plan	Contribution	Interest
LOT 1 ON SP296081	1016	996
LOT 2 ON SP296081	965	688
LOT 101 ON SP296081	1013	1069
LOT 102 ON SP296081	965	702
LOT 201 ON SP296081	1013	1143
LOT 202 ON SP296081	965	732
LOT 301 ON SP296081	1013	1216
LOT 302 ON SP296081	965	805
LOT 401 ON SP296081	1118	1686
LOT 402 ON SP296081	954	953
<b>TOTALS</b>	<b>9,987</b>	<b>9,990</b>

### Deciding principle for contribution schedule lot entitlements

#### CONTRIBUTION SCHEDULE LOT ENTITLEMENTS ("CSLE")

The CSLE have been decided on the "relativity principle" as that term is defined in the Body Corporate and Community Management Act 1997 ("BCCM"), which is the principle that the lot entitlements must clearly demonstrate the relationship between the lots by reference to 1 or more of the following factors. The relevant factors may only be one of the following:

1. How the community titles scheme is structured;
2. The nature, features and characteristics of the lots in the scheme;
3. The purpose for which the lots are used;
4. The impact the lots may have on the costs of maintaining the common property;
5. The market values of the lots in the scheme.

The individual CSLE for the lots were decided using the relativity principle based on the following factors:

#### How the community titles scheme is structured

The scheme is not part of a layered arrangement. Therefore the structure of the scheme does not affect the calculation of the CSLE. All of the lots in the scheme are similar in their nature, features and characteristics.

#### The nature, features and characteristics of the lots in the scheme

The Body Corporate is responsible for the repair and maintenance of common property in the scheme. This includes recreation facilities, foyers, lifts, external walls and windows, roof, utility infrastructure and utility services. In deciding the CSLE the following factors increase the burden that a particular lot places on the Body Corporate costs for the maintenance, repair and cleaning of the common property:

- (i) The area of the lot: additional CSLEs are allocated to a lot the greater the size of the lot because the larger the area of the lot the greater the demand on Body Corporate costs for support and shelter;
- (ii) The number of potential Occupiers: larger lots that can cater for a greater number of potential Occupiers have the potential to place a greater burden on common property and additional CSLEs are allocated to a larger lot to take this into account.

The relative difference in CSLEs recognises that the above factors do not impact on how much each lot should contribute to certain Body Corporate expenses such as secretarial fees, audit fees, printing, postage and outlays.

**The purposes for which the lots are used**

All lots are used for residential purposes and thus this factor is not considered relevant.

**The impact the lots have on the costs of maintaining the common property**

The lots in the scheme have been created under a building format plan and the Body Corporate is responsible for the repair and maintenance of the common property (eg. the exterior of the building including windows, foyers, lifts, utility infrastructure, utility services and other common property facilities). The larger the lot the greater the demand for support and shelter costs and the number of Occupiers are likely to be greater. This results in larger lots having a greater demand on the Body Corporate expenditure for the maintenance, cleaning and repair of common property. This factor has been considered relevant in calculating CSLE because it places a differential burden on the Body Corporate's costs for maintenance, cleaning and repair of common property.

**The market values of the lots**

The market values of the lots in the scheme have not affected the decision to allocate CSLE.

**Deciding principle for interest schedule lot entitlement**

The market value principle for deciding the ISLE for the lots in the scheme is the principle that the lot entitlements must reflect the respective market values of the lots, except to the extent which it is just and equitable in the circumstances for them not to reflect the respective market values.

The ISLE for the lots in the scheme have been decided in accordance with the market value principle.

<b>SCHEDULE B</b>	<b>EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND</b>
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Sections 66(1)(f) and (g) of the *Body Corporate and Community Management Act 1997* are not applicable.

<b>SCHEDULE C</b>	<b>BY-LAWS</b>
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**1 Definitions**

In these by-laws:

**Authority** includes any federal, state or local government, statutory or other authority, body or regulator.

**Body Corporate** means the body corporate for the Scheme.

**BCCMA** means the *Body Corporate and Community Management Act 1997* (Qld).

**Bicycle Space** means the area on the Scheme Land (being part of Common Property) containing bike racks for the storage of bicycles under by-law 42.

**Building** means any building on the Scheme Land.

**Carpark** means any part of the Scheme Land whether part of a Lot or Common Property containing bays for the parking of vehicles and includes any vehicle access way adjacent to the bays.

**Common Property** means the common property for the Scheme.

**Driveway** means any access way for vehicles on Scheme Land.

**Key** means a key, swipe card, remote control or other device used to unlock a door or gate.

**Letting Agent** means a letting agent authorised by the Body Corporate.

**Lot** means a lot in the Scheme.

**Occupier** has the meaning given by the *BCCMA*.

**Owner** has the meaning given by the *BCCMA*.

**Original Owner** means each person who immediately before the establishment of the Scheme is a registered owner of a lot under the *Land Title Act 1994* (Qld) that on establishment of the Scheme becomes Scheme Land.

**Parking Dimensions** means the Parking Dimensions contained in Annexure A of this community management statement.

**Platform** means a Platform set out in the Parking Dimensions.

**Regulation Module** means the regulation module specified in item 2 of this community management statement.

**Scheme** means the community titles scheme named in item 1 of this community management statement.

**Scheme Land** means the land described in item 4 of this community management statement.

**Service Contractor** means a service contractor engaged by the Body Corporate.

**Utility Services** means:

- (a) water supply;
- (b) electricity supply;
- (c) telecommunications services (for example, telephone and internet);
- (d) television and media services;
- (e) sewerage services;
- (f) drainage services;
- (g) air-conditioning or ventilation; and
- (h) any other reticulated supply of services.

**Utility Infrastructure** means any infrastructure (such as pipes, cables, meters and equipment) for the provision of Utility Services to a Lot or Common Property.

**Vehicle** includes but is not limited to all automobiles, motorcycles, scooters, trucks, bicycles, boats, trailers, caravans, camper vans, mobile homes, golf buggies, segways, skateboards, rollerblades or any other equivalent means of transportation.

**Visitor** means a person who is invited in any capacity onto Scheme Land by an Owner, Occupier or a Visitor.

## 2 Interpretation

In these by-laws:

- (a) the headings are for convenience only and do not affect interpretation;
- (b) a reference to:
  - (i) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;

- (ii) a person includes natural persons and corporations;
- (c) an obligation or discretion of the Body Corporate may be exercised by the committee for the Body Corporate if permitted by law;
- (d) the expression on a Lot includes:
  - (i) in a Lot; and
  - (ii) on the exterior of the Building that contains the Lot;
- (e) a singular word includes the plural, and vice versa;
- (f) a word which suggests one gender includes the other gender;
- (g) if a word is defined, another part of speech or grammatical form of that word has a corresponding meaning;
- (h) when an example is given of something, the example is not exhaustive and does not limit the scope of the thing.

### **3 Use of Lots**

- 3.1 Lots may only be used for residential purposes.
- 3.2 However, a Lot owned by:
- (a) a Service Contractor may be used for purposes associated with the Service Contractor's engagement;
  - (b) a Letting Agent may be used for purposes associated with the Letting Agent's authorisation; and
  - (c) the Original Owner may be used as a display unit and sales office for Lots.
- 3.3 An Owner may use a Lot for a home occupation or home business only with the written consent of the Body Corporate.
- 3.4 Without limiting the circumstances in which the Body Corporate may withhold consent under by-law 3.3, the Body Corporate may withhold consent where:
- (a) the occupation or business is likely to cause a nuisance to other Occupiers or otherwise adversely affect the use and enjoyment of Scheme Land by Occupiers;
  - (b) the occupation or business will compete with the business of a Service Contractor or Letting Agent; or
  - (c) the Occupier does not hold the permits or licences necessary for the occupation or business.
- 3.5 Lots may not be used for an illegal purpose.

### **4 Noise**

- 4.1 An Occupier must not create, or permit to be created, noise likely to interfere with the peaceful enjoyment by another Occupier of a Lot or Common Property.
- 4.2 Without limiting the generality of by-law 4.1, an Occupier must ensure that:
- (a) no musical instrument, television, radio, hi-fi system or other audio device;
  - (b) no power tool, appliance or equipment; and
  - (c) no social gathering of people,  
on the Occupier's Lot creates sound or noise which is audible from another Lot or Common Property between 10.00pm and 8.00am.
- 4.3 An Occupier must not remove or interfere with any acoustic treatment on the Occupier's Lot.

- 4.4 In by-law 4.3, **acoustic treatment** means any material, structure, fixture, fitting or configuration that is designed to reduce the passage of sound, and which was installed by the Original Owner.

## **5 Nuisance and obstruction**

- 5.1 An Occupier must not do anything that is likely to cause nuisance to a person on a Lot or Common Property.
- 5.2 An Occupier must not ride a bicycle, skateboard, scooter, segway, hoverboard or other wheeled device on Common Property. However, this does not prevent use of a wheelchair on Common Property where required for medical reasons.
- 5.3 An Occupier must not obstruct lawful use of Common Property by another person.
- 5.4 An Occupier must not obstruct any door, corridor or staircase used for emergency exit from a Building.
- 5.5 An Occupier must not obstruct a Service Contractor or Letting Agent from lawfully conducting their duties.

## **6 Smoking**

An Occupier must not smoke cigarettes or any other substance on Common Property.

## **7 Gardens**

An Occupier must not:

- (a) damage any lawn, garden, tree, plant or flower situated on Common Property; or
- (b) use a part of the Common Property as a private garden.

## **8 Damage to Common Property**

- 8.1 An Occupier must not:

- (a) mark;
- (b) paint;
- (c) drive nails or screws into; or
- (d) affix any thing to,

Common Property (including any part of a Building that is Common Property) without the prior written consent of the Body Corporate.

- 8.2 An Occupier must not damage or deface Common Property (including any part of a Building that is Common Property).
- 8.3 By-law 8.1 does not prevent an Occupier from installing an external security door on their Lot, provided it is constructed in a workmanlike manner, is maintained in good repair, and is consistent with the colour and presentation of the Building containing the Lot.

## **9 No dropping objects**

- 9.1 An Occupier must not throw or drop any thing from a window, balcony or roof of a Building.

## **10 Structural Alterations**

- 10.1 An Occupier must not:

- (a) make any structural alterations to a Lot; or
- (b) change any Utility Infrastructure in a Lot that also services another Lot or Common Property,

without the prior written consent of the Body Corporate.

- 10.2 An Occupier must not install air-conditioning in a Lot without the prior written consent of the Body Corporate which must not be unreasonably withheld.
- 10.3 An Occupier must not enclose any balcony, patio or roof terrace of a Lot (including with glass, louvres, awnings, blinds or shutters) without the prior written consent of the Body Corporate.
- 10.4 Any work done by an Occupier of the type mentioned in by-law 10.1, 10.2 or 10.3 must be done in accordance with applicable laws.

#### 11 Hard floors

- 11.1 An Occupier must not install hard floors, or hard floor finishes, in a Lot without the prior written consent of the Body Corporate which must not be unreasonably withheld.
- 11.2 Without limiting the circumstances in which it is reasonable for the Body Corporate to withhold consent under by-law 11.1, it is reasonable for the Body Corporate to withhold consent where the noise or vibrations from walking on the floor are likely to cause a nuisance to other Occupiers.
- 11.3 By-law 11.1 does not apply to hard floors or hard floor finishes installed in a Lot by the Original Owner.

#### 12 No Construction on Lot or Common Property

An Occupier must not erect or construct any fence, pergola, screen, shed, building or other structure on a Lot or Common Property without the prior written consent of the Body Corporate.

#### 13 External appearance of Lots

- 13.1 An Occupier must not:
- (a) hang any washing, bedding, clothing or other cloth article; or
  - (b) hang, affix or display any poster, banner, flag or similar item,  
on a Lot in such a way as to be visible from outside the Lot without the prior written consent of the Body Corporate.
- 13.2 An Occupier must not change the external appearance (or cause to be constructed on any part which can be viewed from the outside) of:
- (a) a Lot; or
  - (b) the Building that contains the Lot,
- including changing the colour scheme, without the prior written consent of the Body Corporate and the relevant Authority.
- 13.3 An Occupier must not allow the post box for the Occupier's Lot to overflow.
- 13.4 An Occupier of a Lot which contains a lawn or garden visible from outside the Lot must keep the lawn or garden in a tidy condition, remove weeds, and not allow the lawn or garden to become overgrown.

#### 14 Windows

- 14.1 An Occupier must:
- (a) keep the windows of the Occupier's Lot clean;  
and
  - (b) promptly replace the glass of any window in the Occupier's Lot that is broken or cracked with new glass of the same type.
- 14.2 An Occupier must not affix any screen (including a security grille), awning, shutter or other external covering to

a window without the prior written consent of the Body Corporate.

14.3 By-law 14.2 does not prevent the Occupier from installing:

- (a) a screen to prevent entry of animals or insects (commonly known as a fly screen); or
- (b) a security screen made of stainless steel mesh, provided it is constructed in a workmanlike manner, is maintained in good repair, and is consistent with the colour and presentation of the Building containing the Lot.

14.4 An Occupier may only hang a curtain, internal blind or other window finishing that is visible from outside a Lot:

- (a) if it is maintained in good repair, the backing is plain and unpatterned, and the colour is consistent with the colour of the Building containing the Lot; or
- (b) otherwise with the prior written consent of the Body Corporate.

14.5 In this by-law 14, **window** includes a glass sliding door.

## 15 Aerials

An Owner must not install or erect an aerial, satellite dish or similar device on a Lot or a Building without the prior written consent of the Body Corporate.

## 16 Exclusive use By-law – Special Rights – Car Park Sorter

### 16.1 Background

The car park sorter is a mechanical device forming part of the Common Property which includes parking spaces for Occupiers of the Scheme in a rational type mechanical arrangement (**Car Park Sorter**). The operation of the Car Park Sorter is configured such that:

- (a) car parks are accessed via a car lift on the ground floor;
- (b) allocations of car parks can be made for the use of Occupiers by way of special rights in order to secure the right of Occupiers to park cars;
- (c) the car park space within the Car Park Sorter to be used by an Occupier is specified in the Parking Dimensions;
- (d) notwithstanding sub-clause (c) above, particular types of car park spaces in terms of height clearances can be allocated by way of special rights for use by particular Occupiers.

### 16.2 Special rights – Car Park Sorter

- (a) The Occupiers of the Lots have the special right to park at any one time the number of vehicles and at the height clearance as set out in the table in Schedule E by utilising a car park space for car parking purposes within the Car Park Sorter as set out on in the table in Schedule E (**Car Sorter Area**).
- (b) The Body Corporate will issue an access device to Occupiers as part of the operation of the Car Park Sorter so that Occupiers may access car parks within the Car Park Sorter in accordance with the allocations in Schedule E.

### 16.3 Damage and Indemnity

- (a) Any damage caused by an Occupier to the Car Park Sorter must be paid for by the Occupier and if the Occupier is not the owner of the relevant Lot, it must be paid for by the Owner.
- (b) An Occupier using a car park within the Car Park Sorter must indemnify and keep indemnified the Body Corporate against any loss, damage, cost or expense the Body Corporate may suffer as a result of improper or negligent use of the Car Park Sorter by the Occupier or due to any non-compliance with this By-law by

the Occupier (or by any person using the car sorter or the Car Sorter Area with the permission of the Occupier or using the car sorter or Car Sorter Area utilising the security key or other device of the Occupier), and if the Occupier is not the Owner of the relevant Lot, the owner of the relevant lot indemnifies the Body Corporate as well as the Occupier.

#### 16.4 Other matters about special rights parking – Car Park Sorter

An Occupier agrees to comply with or accept the following:

- (a) the Body Corporate is responsible for arranging the maintenance and upkeep and capital replacement of the Car Park Sorter;
- (b) a person must not carry out any modifications, maintenance or repair work to the Car Park Sorter or any part of it;
- (c) an Occupier must only park the Occupier's vehicle on the platform in the Car Sorter Area assigned to it by the Body Corporate;
- (d) any vehicle must be driven in rear end first into the entry bay of any relevant Car Sorter Area and the driver must then exit the Car Sorter Area.
- (e) following the driver exiting the Car Sorter Area, the driver must use the security key or the key pad to enable the car sorter to park the vehicle;
- (f) the Car Park Sorter will on each occasion determine where any vehicle will be located;
- (g) to retrieve a vehicle from the Car Park Sorter, an Occupier must operate the security key or keypad in the Car Park Sorter to retrieve the Occupier's vehicle which will be returned to the exit bay, and a driver may only enter the vehicle when it is located in the exit bay;
- (h) in addition to the height clearances set out in Schedule E and the Parking Dimensions, only a vehicle complying with the following width, weight and length limits may be parked in the Car Park Sorter:
  - (i) width limit – 2.275 metres;
  - (ii) weight limit:
    - (A) on the ground level – 2.6 tonnes; and
    - (B) on any other levels – 2 tonnes.
  - (iii) length limit – 4.88 metres;
- (i) an Occupier may only use the Car Sorter Area for the storage and retrieval of the number of vehicles allocated to the Lot in Schedule E (which use will be common with the Occupiers allocated to the same Car Sorter Area);
- (j) an Occupier must not use the Car Sorter Area to park a vehicle if:
  - (i) the vehicle to be parked exceeds to permitted dimensions referred to in this By-law, in Schedule E and the Parking Dimensions;
  - (ii) the vehicle is not driven in rear end first; or
  - (iii) any doors, bonnets, boots, hatches or fuel caps of the vehicle are open;
- (k) an Occupier must ensure that no person or animal is in the vehicle while it is in the Car Sorter Area except for the driver driving the vehicle into the entry bay and the driver entering into the vehicle to drive it out of the exit bay after the vehicle has been retrieved from the parking bay;

- (l) any vehicle must not be left parked (except immediately before parking or after retrieval) in the entry or exit bays to the Car Park Sorter;
- (m) an Occupier must comply with all directions of the manufacturer of the Car Park Sorter and the Body Corporate, as to the proper, efficient and safe use of the Car Park Sorter and an Occupier must have reasonable regard for the convenience of other users including using any platform that may be allocated to the Occupier;
- (n) an Occupier must remove the Occupier's vehicle if required to enable the maintenance and repair of the Car Park Sorter on prior reasonable notice being given by the Body Corporate to the Occupier and the Occupier accepts that the Car Park Sorter may not be able to be used during any period of maintenance.
- (o) if the Car Park Sorter can only be operated by a security key or keypad, each Occupier will be entitled to one security key or other device which operated the Car Park Sorter;
- (p) an Occupier must not store any items of property in any Car Sorter Area or use it in any way to create a nuisance or obstruction or cause any damage to the Car Park Sorter or any vehicle in any Car Sorter Area;
- (q) an Occupier of a Lot must not litter any Car Sorter Area and ensure that it is left in a clean and tidy condition after use including removing any oil or chemical stains and, if the Occupier fails to do so, the Body Corporate may arrange for cleaning at the Cost of the Occupier which cost may be recovered from the Occupier; and
- (r) the Body Corporate must keep detailed accounts and records of all costs associated with the repair, maintenance and upkeep of the Car Park Sorter which costs are periodically levied to the Lots which have the benefit of the special rights of the parking spaces within the Car Park Sorter. Those costs are to be paid on an equal per space basis.

For example, if a Lot has the benefit of 2 spaces, it will be responsible for 2/110 share of the costs. The costs are to be levied on the owners of the relevant Lots at the same time as the contributions are levied.

- (s) unless the Body Corporate is advised in writing otherwise by the Owner (in circumstances where the Owner is not the Occupier) all costs associated with the repair, maintenance and upkeep of the Car Park Sorter will be charged to the Owner.

#### 16.5 Exclusive use allocations and reallocations

- (a) The Original Owner for the Scheme is authorised to allocate to Lots the special right to use of car parks within the Car Park Sorter that are not subject to existing special right grant.
- (b) To make allocations under this By-law, the Original owner must give the Body Corporate:
  - (i) A written notice that states the Lots for which the special right grant are to be allocated together with the type of car park space; and
  - (ii) Written consent to the allocations from the registered owner(s) of the relevant Lots.
- (c) The Original Owner can make allocations under this By-law any number of times and at all times allowed under the BCCMA.
- (d) Lot owners may agree to reallocate special rights for car parks within the Car Park Sorter in the way allowed under the BCCMA.
- (e) Special rights to use car parks within the Car Park Sorter allocated to a Lot under this By-law may be revoked by the Original Owner or the Body Corporate with the consent in writing of the owner of the relevant Lot.
- (f) Anything that the Original Owner may do under clause 16.5 may also be done by the agent of the Original Owner (which for avoidance of doubt may include an agent holding a power of attorney from the Original owner to do the things under this By-law that may be done by the Original owner).

#### 16.6 Recording allocations, reallocations and revocations

- (a) If special rights car park areas within the Car Park Sorter are allocated or reallocated or an allocated is revoked under this By-law then:
  - (i) The Body Corporate must take all steps required to formalise the authorised allocations and agreed reallocations and revocation of allocations; and
  - (ii) The new community management statement to record allocations and reallocations must show the allocations and reallocations the Schedule E including specifying the particular type of car park the subject of the allocation purpose that applies to the grant.
- (b) The Lot owners who agree a reallocation are responsible for registering the new community management statement required to record the reallocation (unless the new statement will include other changes) and must pay the registration fees and the Body Corporate's costs of the preparation of the new statement.

## 17 Bicycles

An Occupier must not store or park a bicycle on Common Property, except in:

- (a) the Bicycle Space in accordance with by-law 42; or
- (b) a storage area for the exclusive use of the Occupier.

## 18 Signs

18.1 An Occupier must not hang, affix or display any sign or advertisement:

- (a) on a Lot in such a way as to be visible from outside the Lot; or
- (b) on Common Property,  
without the prior written consent of the Body Corporate or any other relevant Authority

18.2 The Body Corporate will not withhold consent for signs displayed on a Lot or Common Property by:

- (a) a Service Contractor engaged as caretaker or manager for the Scheme; or
- (b) a Letting Agent,  
to advertise their identity, contact details and services. However the Body Corporate may impose conditions regarding the number, location and appearance of the signs.

18.3 Despite by-law 18.1, the Original Owner may hang, affix or display a sign or advertisement:

- (a) on a Lot owned by the Original Owner; or
- (b) on Common Property while the Original Owner owns a Lot,  
for the purposes of promoting the sale of Lots.

## 19 Auction Sales

19.1 An Occupier must not hold any auction sale on their Lot or on Common Property without the prior written consent of the Body Corporate.

19.2 Despite by-law 19.1, the Original Owner may hold an auction sale:

- (a) on a Lot owned by the Original Owner; or
- (b) on Common Property while the Original Owner owns a Lot,  
for the purposes of selling a Lot owned by the Original Owner.

**20 Garbage**

- 20.1 An Occupier must not leave garbage on Common Property, except as permitted by this by-law 20.
- 20.2 Unless the Body Corporate provides some other way of garbage disposal, an Occupier must:
- (a) keep a receptacle for garbage in a clean and dry condition and adequately covered on the Occupier's Lot, or on a part of the Common Property designated by the Body Corporate for the purpose;
  - (b) ensure that the receptacle for garbage is emptied regularly;
  - (c) comply with all laws relating to disposal of garbage; and
  - (d) ensure that the disposal of garbage does not adversely affect the health, hygiene or comfort of other Occupiers.
- 20.3 The Body Corporate must provide, or arrange for, a system of garbage disposal for Occupiers (**System**).
- 20.4 An Occupier must comply with that System and all directions of the Body Corporate and any relevant Authority in relation to the disposal and any recycling program implemented by any Authority.
- 20.5 The Body Corporate or a Service Contractor engaged as caretaker or manager for the Scheme will ensure that:
- (a) there are a sufficient number of receptacles located on the Common Property for the deposit of recyclable garbage (and in any event not less than the number of receptacles notified and required by any relevant Authority); and
  - (b) such receptacles are emptied regularly (and in any event not less than once each fortnight or at such other frequency as notified and required by any relevant Authority).

**21 Vermin**

An Occupier must keep their Lot:

- (a) free from; and
- (b) sufficiently clean to reduce the likelihood of, infestation by vermin or insects.

**22 Keeping of Animals**

- 22.1 An Occupier must not keep an animal on a Lot without the prior written consent of the Body Corporate.
- 22.2 However, an Occupier with a disability who relies on a guide, hearing or assistance dog may keep the dog on the Occupier's Lot.
- 22.3 Where the Body Corporate gives consent to the keeping of an animal on a Lot:
- (a) the Occupier must not permit the animal to leave the Occupier's Lot unless restrained (for example, by a leash);
  - (b) the Occupier must clean up after the animal when on Scheme Land; and
  - (c) the Occupier must ensure that the animal does not cause a nuisance to other Occupiers.
- 22.4 Where the Occupier breaches by-law 22.3 the Body Corporate may give notice to the Occupier revoking the Body Corporate's consent to keeping the animal on the Lot.

**23 Flammable substances**

- 23.1 An Occupier must not store a flammable or explosive substance on the Common Property.

23.2 An Occupier must not store a flammable or explosive substance on a Lot unless:

- (a) the substance is used for domestic purposes; or
- (b) otherwise, the Occupier obtains the prior written consent of the Body Corporate.

23.3 This by-law 23 does not apply to storage of fuel in the fuel tank of a vehicle.

#### 23.4 Lithium batteries

An Occupier must not charge lithium, lithium like or other rechargeable battery that can cause a hazard through being charged on the Common property or in a Lot without the consent in writing of the Committee.

#### 24 Security Surveillance System

24.1 The Body Corporate or a Service Contractor may operate a security surveillance system for the Scheme (for example, cameras, alarms).

24.2 An Occupier must not interfere with operation of the security system.

24.3 The Body Corporate is not liable to Owners for:

- (a) a failure of the security system; or
- (b) a failure of the person operating the security system,

to detect a risk or threat.

24.4 The Body Corporate may, on giving an Occupier reasonable notice, enter a Lot for the purposes of maintaining or repairing the security system.

#### 25 Lockable Common Areas

25.1 If the Body Corporate restricts the access to any part of the Common Property (including the Bicycle Space) by means of a locked door or gate, the Body Corporate must:

- (a) provide one Key to each Owner enabling access; and
- (b) where access requires a code, tell each Owner the code.

25.2 By-law 25.1 does not oblige the Body Corporate to provide a Key or code to an Owner for an area of Common Property containing Utility Infrastructure, unless that Owner owns or is responsible for maintaining the Utility Infrastructure.

25.3 The Body Corporate may provide additional Keys to an Owner or Occupier upon payment of a reasonable fee.

25.4 The Body Corporate must not provide a Key or code to any person unless the person is an Owner, Occupier, Service Contractor or Letting Agent.

25.5 Any person given a Key by the Body Corporate must take reasonable care of it.

25.6 If a Key is lost, the person to whom the Body Corporate gave the Key must:

- (a) notify the Body Corporate that the Key has been lost; and
- (b) pay a reasonable fee for replacement of the Key.

25.7 A person given a Key or code must not:

- (a) duplicate the Key; or
- (b) disclose the code to any other person.

25.8 A person entering or leaving an area of Common Property must ensure that any door or gate to the area, if

lockable, is locked after entering or leaving the area.

25.9 A person who ceases to be an Owner or Occupier must return all Keys to the Body Corporate.

## **26 Water apparatus**

26.1 An Occupier must not put anything in a toilet or drain on a Lot or Common Property that may cause a blockage.

26.2 If:

- (a) an Occupier breaches by-law 26.1; and
- (b) the Body Corporate or another Occupier incurs expense removing the blockage,  
the Body Corporate or that other Occupier may recover the cost of removing the blockage from the Occupier who caused the blockage.

26.3 An Occupier using a tap on Common Property must turn the tap off when not in use.

## **27 Moving in or out of Scheme**

A person must not use the main entry foyer of a Building to move furniture and other household items into or out of the Building, unless there is no other practicable means of doing so.

## **28 Utility Infrastructure**

28.1 An Occupier must not interfere with or overload Utility Infrastructure.

28.2 An Occupier must only use Utility Infrastructure for the purpose for which it was designed.

28.3 The Body Corporate may, on giving reasonable notice to an Occupier, enter the Occupier's Lot for the purposes of inspecting, maintaining, repairing and replacing Utility Infrastructure.

28.4 The Body Corporate in exercising its rights under by-law 28.3 must use reasonable endeavours to minimise inconvenience to the Occupier of the Lot.

## **29 Supply of Utility Services by Body Corporate**

29.1 This by-law 29:

- (a) is subject to any provision relating to the supply of services by the Body Corporate to Occupiers contained in the *BCCMA* or the *Regulation Module*; and
- (b) does not limit the type of services the Body Corporate may supply to Occupiers under the *BCCMA* or the *Regulation Module*.

29.2 In this by-law 29, where the context requires, a reference to Utility Services is a reference to Utility Services supplied or on-supplied by the Body Corporate to Occupiers.

29.3 The Body Corporate may:

- (a) establish and maintain a system for the supply of Utility Services for the Scheme;
- (b) purchase Utility Services from a supplier, and for that purpose enter into an agreement with the supplier;
- (c) on-supply Utility Services to Occupiers, and for that purpose enter into agreements with Occupiers;
- (d) charge Occupiers for the supply or on-supply of Utility Services;
- (e) charge Occupiers for the cost of installing, maintaining and operating Utility Infrastructure;
- (f) charge Occupiers for administrative costs associated with supplying or on-supplying Utility Services (for example, connection and disconnection fees, meter reading costs, interest on late payment, costs of issuing invoices, costs of recovering unpaid invoices); and
- (g) require payment of a security deposit by Occupiers as security for payment of the charges in paragraphs

(d), (e) and (f).

29.4 A charge by the Body Corporate under by-law 29.3(d) or 29.3(e):

- (a) may only be for an amount necessary to reimburse the Body Corporate for its costs; and
- (b) to the extent practicable, is recoverable only from users of the Utility Services.

29.5 Where practicable, usage of a Utility Service for a Lot must be measured by a separate meter. If a meter has not been installed in respect of a Lot by the Original Owner, the Body Corporate may install (or arrange for the installation) of a meter. The Body Corporate may enter a Lot to read the meter.

29.6 Where a separate meter for a Utility Service is not installed for a Lot, the Body Corporate may (acting reasonably) determine the amount payable by the Occupier for the Utility Service.

29.7 Subject to any agreement for the supply of Utility Services between the Body Corporate and an Occupier, the Body Corporate may disconnect a Utility Service to a Lot where:

- (a) the Occupier fails to pay an invoice for the Utility Service by the due date; and
- (b) the Body Corporate has given the Occupier at least 7 days written notice of its intention to disconnect the Utility Service.

29.8 The Body Corporate is not liable to an Occupier for a failure or interruption of, or deficiency in, supply or on-supply of a Utility Service. This does not affect any claim the Body Corporate may have against a supplier to the Body Corporate of the Utility Service.

### **30 Recreational Facilities**

30.1 The Body Corporate (or a Service Contractor) may run a booking system for use of recreational facilities on Common Property.

30.2 Where a booking system referred to in by-law 30.1 exists, an Occupier:

- (a) must comply with the booking system; and
- (b) must not use the relevant recreational facility when it is booked for use by another Occupier.

30.3 An Occupier must not permit an animal in any part of Common Property used for recreational purposes.

30.4 Despite by-law 30.3, an Occupier with a disability who relies on a guide, hearing or assistance dog may be accompanied by the dog on a part of Common Property used for recreational purposes.

30.5 An Occupier must not permit an invitee of the Occupier to use recreational facilities on Common Property without the Occupier accompanying the invitee.

### **31 Exclusive Use Areas**

31.1 The Occupier of each Lot specified in Schedule E has exclusive use of the exclusive use area identified for the Lot in Schedule E.

31.2 Also, the Original Owner (or their agent) may allocate to Lots the exclusive use of a part of Common Property in accordance with the *BCCMA*.

31.3 The Original Owner's authority under by-law 31.2 ends 1 year after the first community management statement for the Scheme is recorded, or at another time specified in the *BCCMA*.

31.4 The Occupier of a Lot to which this exclusive use by-law attaches:

- (a) must use the exclusive use area:
  - (i) only for the purpose specified in Schedule E;

- (ii) only for the purpose specified in an allocation under by-law 31.2; or
  - (iii) if no purpose is specified, only for the purpose for which it is designed;
- (b) must not make improvements to the exclusive use area without the prior written consent of the Body Corporate;
  - (c) must not enclose the exclusive use area (including by any fence, barrier, screen or wall) without the prior written consent of the Body Corporate;
  - (d) must permit access to the exclusive use area by the Body Corporate (or a person authorised by the Body Corporate) to:
    - (i) maintain, repair or replace Utility Infrastructure; or
    - (ii) ascertain if the Occupier is complying with this by-law 31.4;
  - (e) must keep the exclusive use area clean and tidy; and
  - (f) must maintain the exclusive use area in good condition.

31.5 By-law 31.4(f) does not oblige the Occupier to maintain:

- (a) the roof (unless the roof is an improvement made by the Occupier);
  - (b) foundation structures; or
  - (c) supporting framework and load bearing walls,
- of the exclusive use area.

## 32 Development Approval

32.1 The Body Corporate and Occupiers must comply with the following requirements of the development approval obtained by the Original Owner permitting development of the Scheme Land:

- (a) no balconies/verandas/terraces may be enclosed with solid balustrades, solid walls, fixed and/or operable, moveable or adjustable screening unless these features are clearly shown on the approved drawings and documents

## 33 Notice of Defects or Accidents

An Occupier must give notice to the Body Corporate of any:

- (a) defect in or damage to Common Property or Utility Infrastructure; or
  - (b) accident on Common Property causing injury to any person,
- of which the Occupier is aware.

## 34 Rules

34.1 The Body Corporate may make rules about the use of Common Property, for example:

- (a) the times when recreational areas may be used;
- (b) appropriate attire;
- (c) alcohol consumption;
- (d) supervision of children;
- (e) a speed limit for Carparks;

(f) time limit for visitor parking.

34.2 The rules must not be inconsistent with these by-laws.

34.3 The Body Corporate must give a copy of the rules to any Owner or Occupier who requests it.

### **35 Inspection by Body Corporate**

The Body Corporate may, on giving an Occupier reasonable notice, inspect a Lot or exclusive use area to ascertain if the Occupier is complying with these by-laws.

### **36 Cost recovery**

36.1 An Owner or Occupier must pay to the Body Corporate all reasonable costs to the Body Corporate of enforcing these by-laws against the Owner or Occupier.

36.2 Where the Body Corporate rectifies a breach by an Owner or Occupier of these by-laws, the Body Corporate may recover the reasonable cost of rectifying the breach from the Owner or Occupier.

### **37 Consents by Body Corporate**

37.1 Where a by-law states that an Occupier must not do a thing without the Body Corporate's consent:

- (a) the Body Corporate may ask the Occupier to provide information which is necessary to assess the request for consent;
- (b) a consent, if given, may be subject to conditions;
- (c) unless the by-law states that consent must not be unreasonably withheld, consent may be withheld for any reason.

37.2 Where the Body Corporate gives consent subject to conditions, and the Occupier breaches those conditions, the Body Corporate may revoke the consent by notice to the Occupier.

### **38 Body Corporate's powers**

38.1 Where a by-law gives the Body Corporate power or authority to do something (for example, to enter a Lot), that thing may be done by a person authorised by the Body Corporate.

38.2 For clarity, by-law 38.1 does not permit the Body Corporate to delegate its powers.

### **39 Application of by-laws to other persons**

39.1 Where a by-law places an obligation or restriction on an Occupier, the obligation or restriction also applies to a non-resident Owner.

39.2 An Occupier must take reasonable steps to ensure that the Occupier's invitees comply with these by-laws.

### **40 Further development**

40.1 While the Original Owner remains the Owner of a Lot, the Original Owner (including its employees and contractors) may:

- (a) carry out the construction of improvements, or do any other thing on Scheme Land in connection with development of the Scheme Land, as envisaged in Schedule B of this community management statement;
- (b) use the Common Property or other Lots owned by the Original Owner to:
  - (i) access any part of the Scheme Land (with or without vehicles and equipment); and
  - (ii) store building materials, vehicles, equipment and fill.

40.2 While the Original Owner is doing any thing referred to in by-law 40.1, Occupiers must comply with the reasonable directions of the Original Owner (and persons authorised by it) relating to safety and movement on Scheme Land.

**41 Severance**

41.1 If a part of a by-law is unlawful, that part will be severed if:

- (a) severance does not substantially alter the original effect of the by-law; and
- (b) the by-law can operate without the severed part.

Otherwise, the whole by-law is severed.

41.2 If a by-law is unlawful it will be severed and the other by-laws remain in force.

**42 Bicycle Space**

42.1 This by-law 42 applies to the Bicycle Space only. In relation to the Bicycle Space, the Occupiers agree as follows:

- (a) an Occupier must comply with any rules that the committee of the Body Corporate may make about the use or operation of the Bicycle Space;
- (b) only an Occupier may use the Bicycle Space;
- (c) if an Occupier no longer resides in the Building, the Occupier must promptly remove their bicycle from the Bicycle Space;
- (d) an Occupier must only store a bicycle on the designated bike racks installed in or on the Bicycle Space (Racks);
- (e) an Occupier must at all times ensure its storage of a bicycle in the Bicycle Space strictly complies with any recommendations and specifications regarding the use of the Racks made by either the manufacturer of the Racks or the Body Corporate (including but not limited to any size, weight or number restrictions placed on the Racks or the Bicycle Space).
- (f) an Occupier may only store the number of bicycles on the Racks allocated to the Lot as set out in the following table:

Lot on Plan	By-Law 42 – Number of Bicycles on the Racks
LOT 1 ON SP296081	1
LOT 2 ON SP296081	NIL
LOT 101 ON SP296081	1
LOT 102 ON SP296081	1
LOT 201 ON SP296081	2
LOT 202 ON SP296081	1
LOT 301 ON SP296081	1
LOT 302 ON SP296081	1
LOT 401 ON SP296081	1
LOT 402 ON SP296081	1

(g) any bicycles stored in the Bicycle Space will be stored at the sole risk of the Occupier, and the Occupier

will be responsible for any and all theft, destruction, damage to, or deterioration of the bicycles however caused;

- (h) it is the Occupier's sole responsibility to insure any bicycles stored in the Bicycle Space by the Occupier;
- (i) the Body Corporate assumes no liability or responsibility for the storage and security of any bicycles in the Bicycle Space (whether as a carrier, bailee or otherwise);
- (j) an Occupier warrants that it is the owner or otherwise entitled to the lawful possession of the bicycles to be stored in the Bicycle Space and has full authority to store it in the Bicycle Space on the basis of the requirements set out in this by-law;
- (k) an Occupier warrants that it has made its own enquiries as to the suitability and fitness of the Bicycle Space to store any bicycles and has not relied on any representations by or on behalf of the Body Corporate;
- (l) an occupier who stores a bicycle in the Bicycle Space indemnifies the Body Corporate against any liability, cost or expense including legal fees that the Body Corporate may suffer or incur as a result of any claim, demand, cost or judgement against it arising out of the storage of any bicycle in the Bicycle Space however arising and whether or not arising from any negligent or other act or omission of the Occupier;
- (m) an Occupier must sign a storage agreement (if any) under which the Occupier agrees to comply with the requirements of this by-law and any other rules that may apply, which storage agreement may contain a release, waiver and indemnity in favour of the Body Corporate; and
- (n) the Body Corporate may remove any bicycle (at the Occupier's cost) stored in the Bicycle Space in contravention of this by-law 42.

#### 43 Parking

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

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

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

#### STATUTORY EASEMENTS AND SERVICES LOCATION DIAGRAM

Services easements as defined in the Body Corporate and Community Management Act 1997 are present on the Scheme Land.

The following lots in the Scheme are affected by the following statutory easements:

Easement	Land Title Act 1994	Lots Affected
Easement for lateral and subjacent support	Section 115N	Lots 1, 2, 101, 102, 201, 202, 301, 302, 401, 402 and Common Property on SP 296081
Easement for utility services Utility infrastructure	Section 115O Section 115P	Lots 1, 2, 101, 102, 201, 202, 301, 302, 401, 402 and Common Property on SP 296081
Easement for shelter	Section 115Q	Lots 1, 2, 101, 102, 201, 202, 301, 302, 401, 402 and Common Property on SP 296081
Easement for projections	Section 115R	Lots 1, 2, 101, 102, 201, 202, 301, 302, 401, 402 and Common Property on SP 296081
Easement for maintenance of the building close to boundary	Section 115S	Lots 1, 2, 101, 102, 201, 202, 301, 302, 401, 402 and Common Property on SP 296081

Services Location Diagram identified as "Annexure B" is attached.

<b>SCHEDULE E</b>	<b>DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY</b>
-------------------	---

<b>Lot on Plan</b>	<b>Exclusive Use Allocation as shown on the Exclusive Use Plan annexed</b>	<b>Purpose</b>
LOT 1 ON SP296081	CPA, CPB, CPC, CPD 1E, 2E	Car Parking Courtyard/Garden
LOT 2 ON SP296081	CPA, CPB, CPC, CPD	Car Parking
LOT 101 ON SP296081	CPA, CPB, CPC, CPD S1	Car Parking Storage
LOT 102 ON SP296081	CPA, CPB, CPC, CPD S3	Car Parking Storage
LOT 201 ON SP296081	CPA, CPB, CPC, CPD	Car Parking
LOT 202 ON SP296081	CPA, CPB, CPC, CPD S4	Car Parking Storage
LOT 301 ON SP296081	CPA, CPB, CPC, CPD S5	Car Parking Storage
LOT 302 ON SP296081	CPA, CPB, CPC, CPD	Car Parking
LOT 401 ON SP296081	CPA, CPB, CPC, CPD P1, P2, P3, P4 S2	Car Parking Planter Box Storage
LOT 402 ON SP296081	CPA, CPB, CPC, CPD	Car Parking

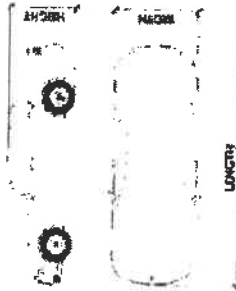
<b>Lot on Plan</b>	<b>By-Law 16-Exclusive use By-Law - Special Rights - Car Park Sorter - Number of Car Parks</b>	<b>Platform and Height Clearances of Special Rights Car Park (see Annexure A)</b>
LOT 1 ON SP296081	2	Platform 5 - 1500mm Platform 70 - 1800mm
LOT 2 ON SP296081	1	Platform 3 - 1550mm
LOT 101 ON SP296081	2	Platform 4 - 1650mm Platform 67 - 1650mm
LOT 102 ON SP296081	2	Platform 9 - 1500mm Platform 66 - 1800mm
LOT 201 ON SP296081	2	Platform 8 - 1650mm Platform 65 - 1500mm
LOT 202 ON SP296081	2	Platform 63 - 1650mm Platform 64 - 1650mm
LOT 301 ON SP296081	2	Platform 10 - 1800mm Platform 11 - 1550mm
LOT 302 ON SP296081	2	Platform 68 - 1650mm Platform 69 - 1500mm
LOT 401 ON SP296081	2	Platform 6 - 1800mm Platform 7 - 1550mm
LOT 402 ON SP296081	1	Platform 12 - 1650mm



www.herculescarparking.com.au  
 Phone: 02 9966 5933  
 Toll Free: 1800 625 013  
 info@hercules.com.au

**PARKING DIMENSIONS EXPANDERPARK -2 + 2 SYSTEM**  
**Maximum Car Weight on Ground: 2600kg**  
**Maximum Car Weight on all other levels: 2000kg**

98 River Terrace  
 Kangaroo Point QLD



**FRONT BAYS**

Platforms: 5 Unit 001  
 Platforms: 6 Unit 401  
 Platforms: 7 Unit 401  
 Platforms: 8 Unit 201

Platforms: 9 Unit 102  
 Platforms: 10 Unit 301  
 Platforms: 11 Unit 301  
 Platforms: 12 Unit 402

**UP**

Platforms: 65 Unit 201  
 Platforms: 66 Unit 102  
 Platforms: 67 Unit 101  
 Platforms: 68 Unit 302

**G**

Platforms: 69 Unit 302  
 Platforms: 70 Unit 001

**-1**

Platforms: 63 Unit 202  
 Platforms: 64 Unit 302

**-2**

Platforms: 65 Unit 201  
 Platforms: 66 Unit 102  
 Platforms: 67 Unit 101  
 Platforms: 68 Unit 302

**REAR BAYS**

Platforms: 65 Unit 201  
 Platforms: 66 Unit 102  
 Platforms: 67 Unit 101  
 Platforms: 68 Unit 302

Platforms: 69 Unit 302  
 Platforms: 70 Unit 001

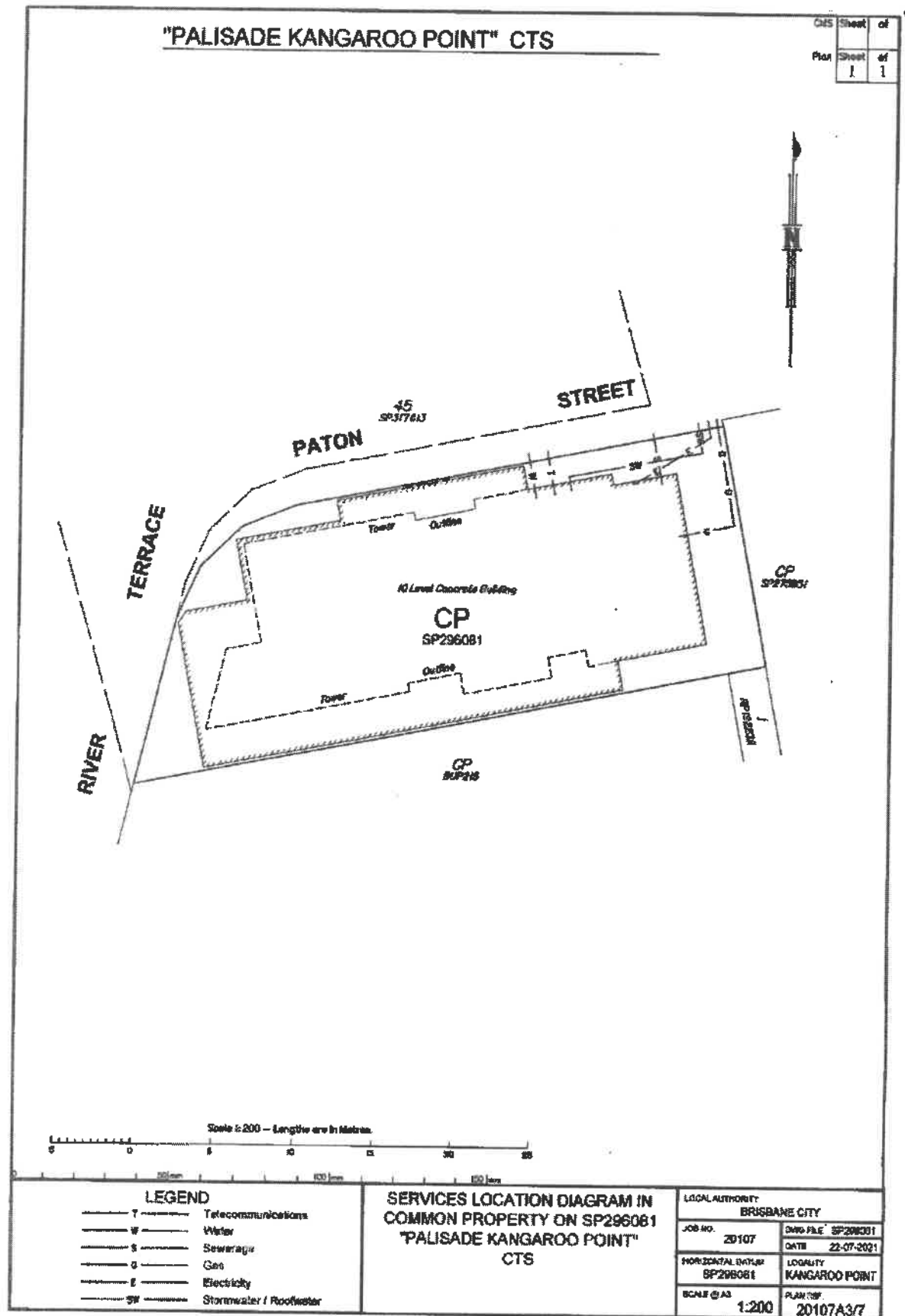
Platforms: 63 Unit 202  
 Platforms: 64 Unit 302

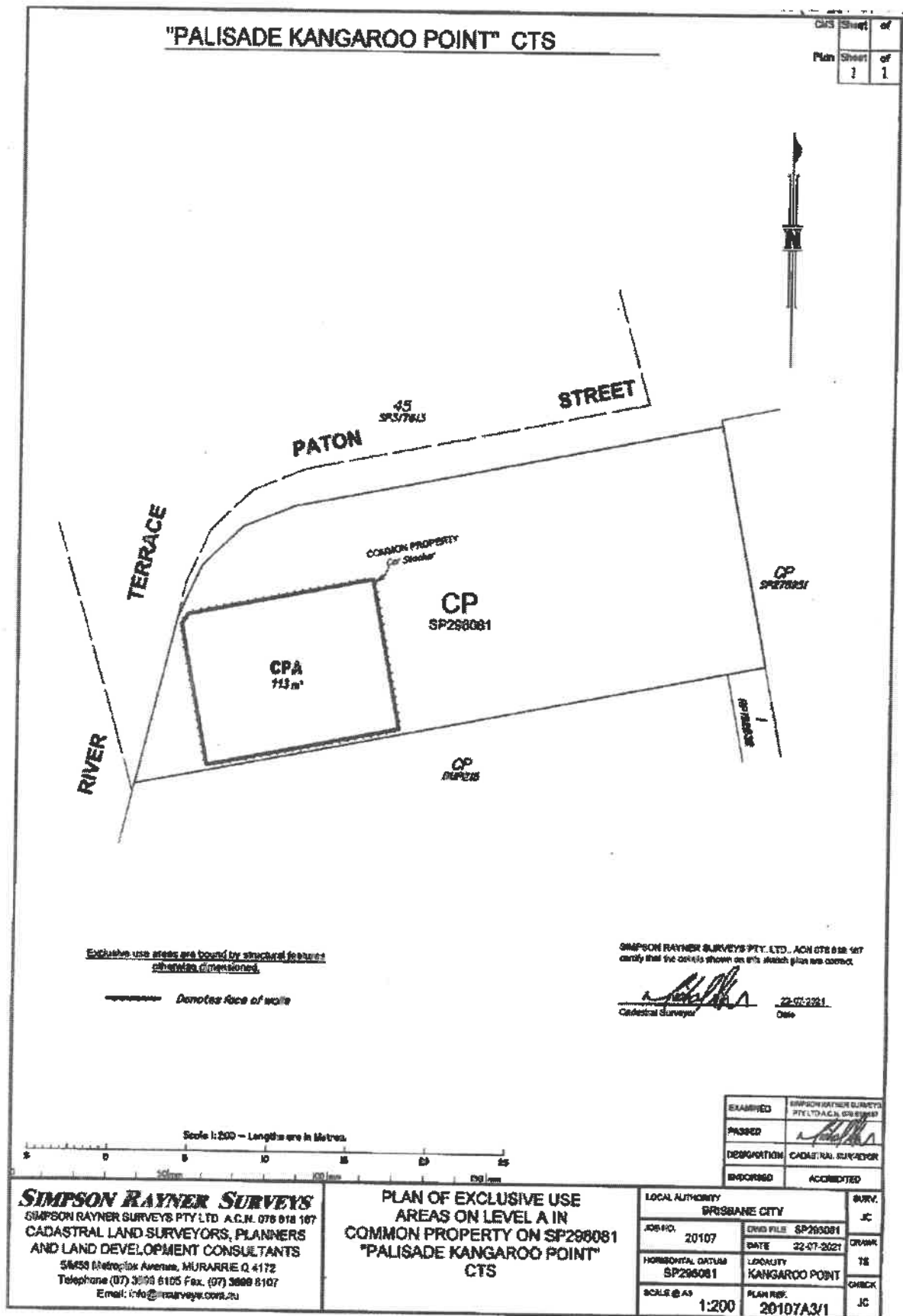
Platforms: 65 Unit 201  
 Platforms: 66 Unit 102  
 Platforms: 67 Unit 101  
 Platforms: 68 Unit 302

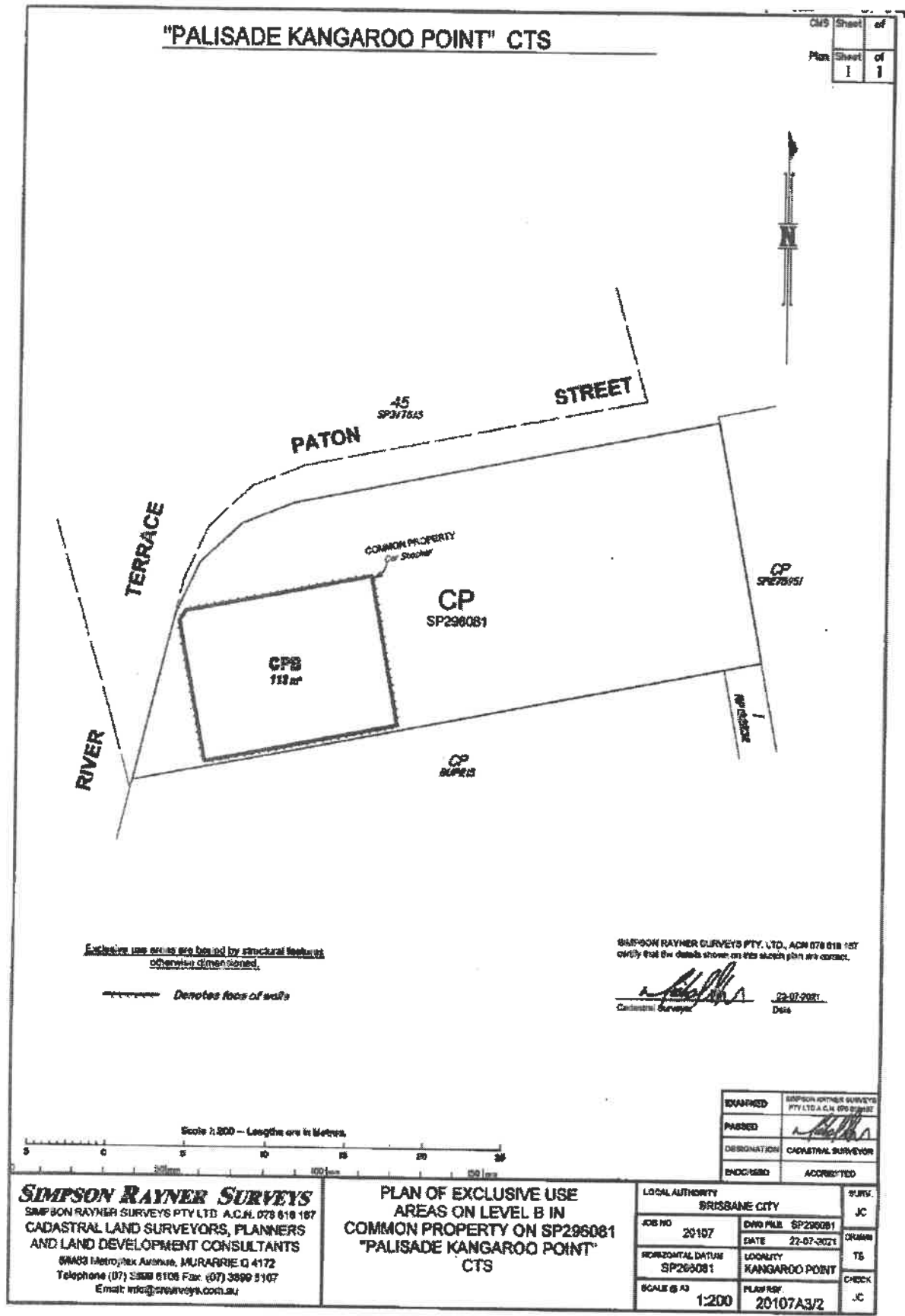
**CALL**

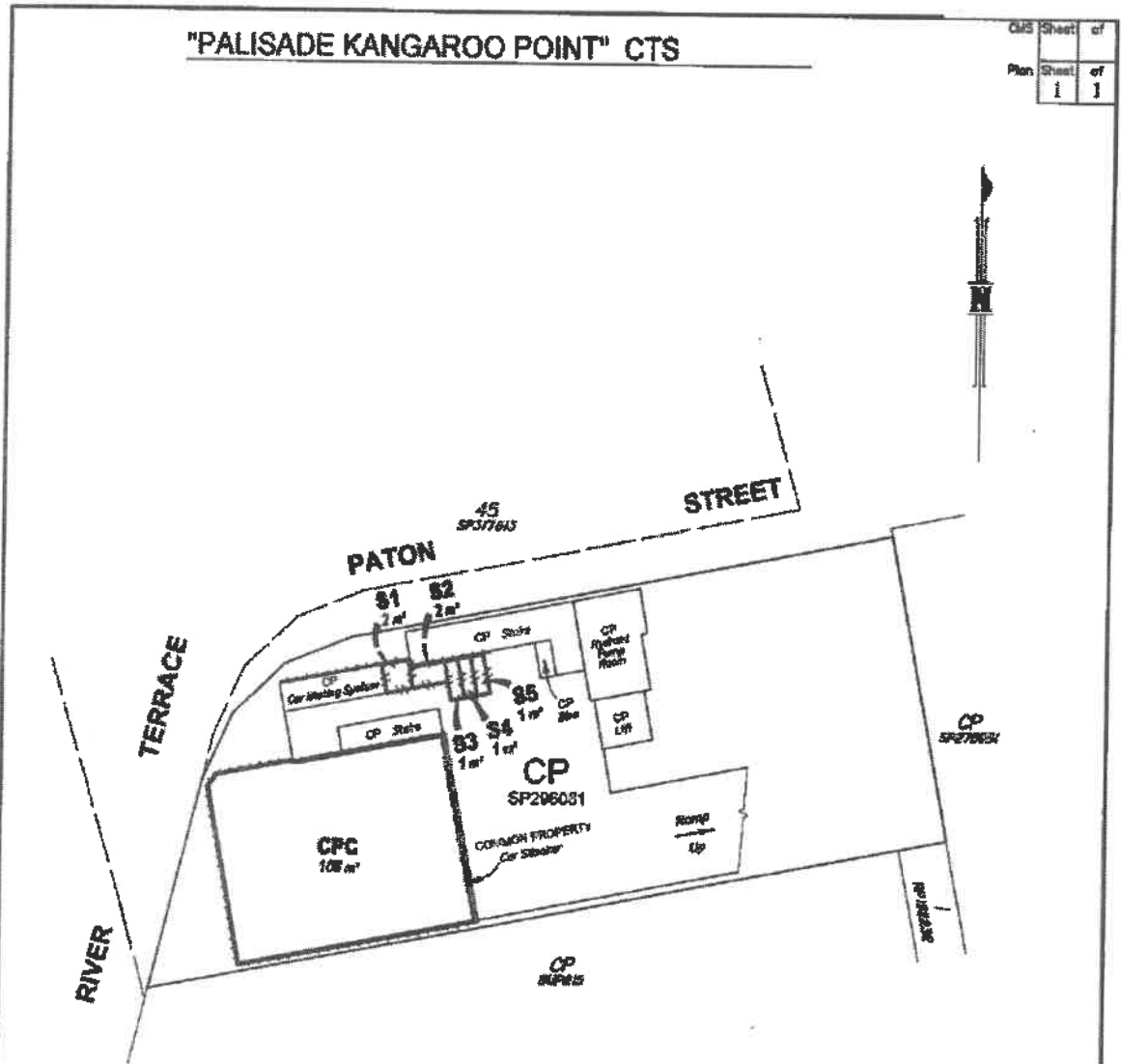
**IF ASSISTANCE IS REQUIRED**

HERCULES CARPARKING SYSTEMS CAN ACCEPT LIABILITY FOR DAMAGE TO YOUR CAR OR PERSONAL BELONGINGS ONLY IF YOU HAVE PURCHASED THE FULLY INSURED CARPARKING SYSTEM FROM HERCULES CARPARKING SYSTEMS.









CMS	Sheet	of
Plan	1	1

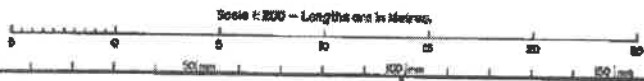
Exclusive use areas are bounded by structural features  
otherwise demarcated.

----- Denotes face of walls

----- Denotes centreline of chainmesh

SIMPSON RAYNER SURVEYS PTY. LTD. A.C.N. 078 818 187  
certify that the details shown on this sketch plan are correct.

*[Signature]* 22-07-2021  
Cadastral Surveyor Date



EXAMINED	SIMPSON RAYNER SURVEYS PTY LTD A.C.N. 078 818 187
PASSED	<i>[Signature]</i>
DESIGNATION	CADASTRAL SURVEYOR
ENDORSED	ACCREDITED

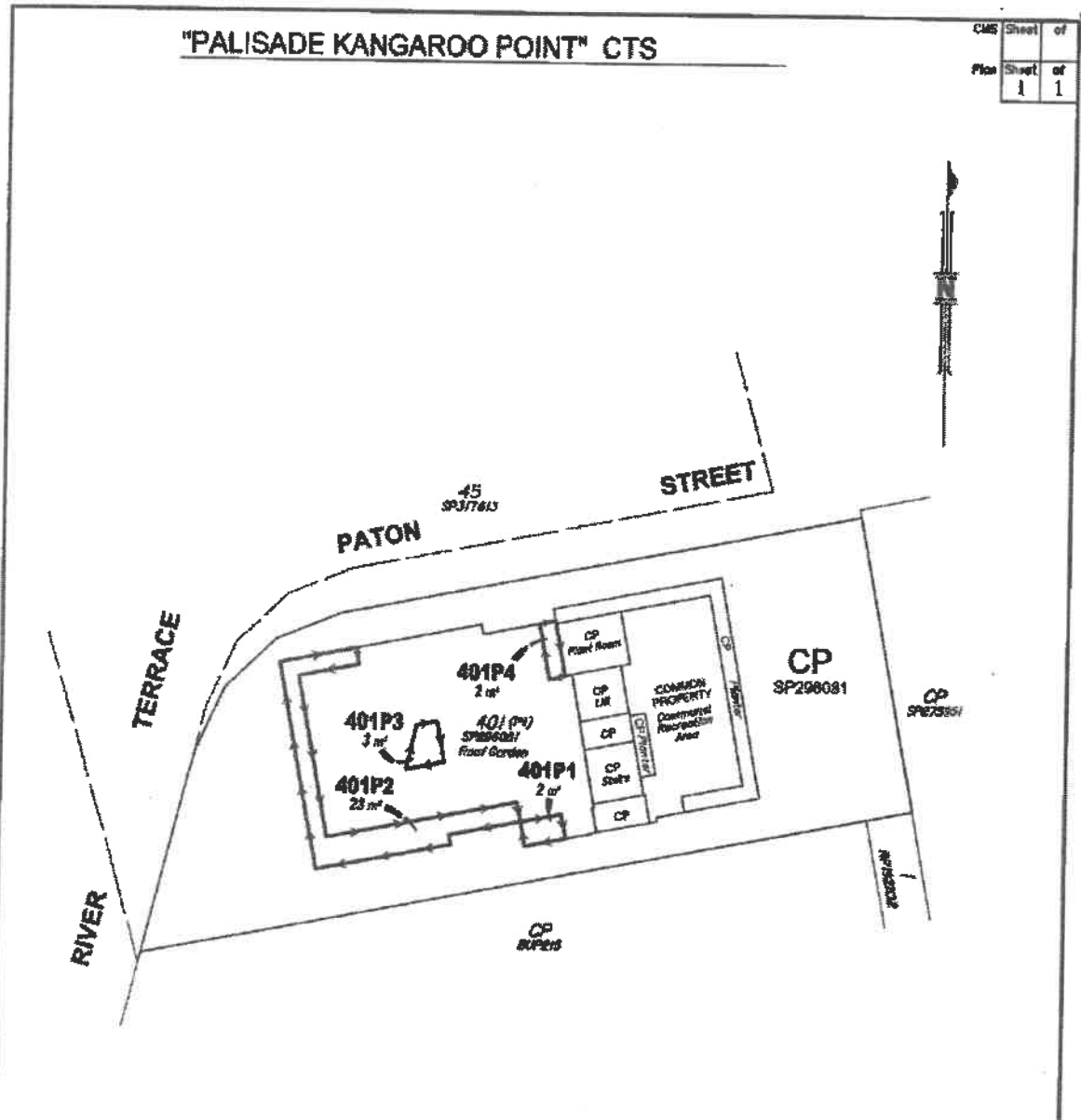
**SIMPSON RAYNER SURVEYS**  
SIMPSON RAYNER SURVEYS PTY LTD A.C.N. 078 818 187  
CADASTRAL LAND SURVEYORS, PLANNERS  
AND LAND DEVELOPMENT CONSULTANTS  
386/387 Metropole Avenue, MURARREE Q 4172  
Telephone (07) 3899 8105 Fax (07) 3899 8107  
Email: info@srsurveys.com.au

**PLAN OF EXCLUSIVE USE  
AREAS ON LEVEL C IN  
COMMON PROPERTY ON SP296081  
"PALISADE KANGAROO POINT"  
CTS**

LOCAL AUTHORITY	BRISBANE CITY	SURV.	JC
JOB NO.	20107	OWN FILE	SP296081
DATE	22-07-2021	DRAWN	TB
HORIZONTAL DATUM	SP296081	LOCALITY	KANGAROO POINT
SCALE @A2	1:200	PLAN REF.	20107A3/3
		CHECK	JC







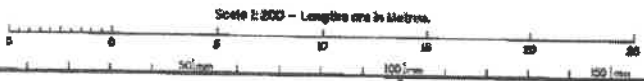
CMS	Sheet	of
Plan	1	1

Exclusive use areas are bound by structural features otherwise dimensioned.

→ → → Denotes centreline of walls

SIMPSON RAYNER SURVEYS PTY. LTD., A.C.N. 873 818 187  
 certify that the details shown on this sketch plan are correct.

*[Signature]*  
 Certified Surveyor Date 22-07-2021



EXAMINED	SIMPSON RAYNER SURVEYS PTY LTD A.C.N. 873 818 187
PASSED	<i>[Signature]</i>
DESIGNATION	CADASTRAL SURVEYOR
ENDORSED	ACCREDITED

**SIMPSON RAYNER SURVEYS**  
 SIMPSON RAYNER SURVEYS PTY LTD A.C.N. 873 818 187  
 CADASTRAL LAND SURVEYORS, PLANNERS  
 AND LAND DEVELOPMENT CONSULTANTS  
 51/53 Macrossan Avenue, MURARRIE Q 4172  
 Telephone (07) 3899 8105 Fax: (07) 3899 8107  
 Email: info@rsurveys.com.au

**PLAN OF EXCLUSIVE USE  
 AREAS ON LEVEL J IN  
 COMMON PROPERTY ON SP296081  
 "PALISADE KANGAROO POINT"  
 CTS**

LOCAL AUTHORITY BRISBANE CITY		SURV JC
JOB NO. 20107	DWB FILE SP296081	DRWDR TB
HORIZONTAL DATUM SP296081	LOCALITY KANGAROO POINT	CHECK JC
SCALE E AS 1:200	PLAN REF. 20107A3/6	

# PALISADE KANGAROO POINT CTS 54742

ABN 43 898 043 476

## STATEMENT

Thomas Owens & Colin Sealeaf  
42 Lower Coast Road  
STANWELL PARK NSW 2508

Transfer Date:  
05/11/21

Statement Period			
01 Sep 24 to 17 Jun 26			
A/c No	2	Lot No	2
Page Number	1	Unit No	2

Levy notice sent to different address

Date	Type	Details	Reference	Debit	Credit	Balance
		Brought forward			2,564.24	-2,564.24
01/09/24	Admin Fund	01/09/24 to 31/12/24	I0000342	1,544.00		-1,020.24
01/09/24	Sinking Fund	01/09/24 to 31/12/24	I0000352	724.33		-295.91
01/09/24	Insurance Levy*	01/09/24 to 31/12/24	I0000362	295.91		0.00
29/11/24	Admin Fund	01/01/25 to 30/04/25	I0000372	1,341.45		1,341.45
29/11/24	Sinking Fund	01/01/25 to 30/04/25	I0000382	599.84		1,941.29
29/11/24	Insurance Levy*	01/01/25 to 30/04/25	I0000392	335.33		2,276.62
19/12/24	Receipt	Admin Fund	R0000110		1,341.45	935.17
19/12/24	Receipt	Sinking Fund	RA000110		599.84	335.33
19/12/24	Receipt	Insurance Levy*	RB000110		335.33	0.00
18/03/25	Admin Fund	01/05/25 to 31/08/25	I0000402	1,341.45		1,341.45
18/03/25	Sinking Fund	01/05/25 to 31/08/25	I0000412	599.84		1,941.29
18/03/25	Insurance Levy*	01/05/25 to 31/08/25	I0000422	335.33		2,276.62
07/04/25	Receipt	Admin Fund	R0000123		1,341.45	935.17
07/04/25	Receipt	Sinking Fund	RA000123		599.84	335.33
07/04/25	Receipt	Insurance Levy*	RB000123		335.33	0.00
16/07/25	Admin Fund	01/09/25 to 31/12/25	I0000432	1,479.44		1,479.44
16/07/25	Sinking Fund	01/09/25 to 31/12/25	I0000442	641.34		2,120.78
				\$9,238.26	\$7,117.48	\$2,120.78

Over 90 Days	90 Days	60 Days	30 Days	Current	BALANCE DUE: Nil	
0.00	0.00	0.00	0.00	0.00	Date Paid	Amount Paid



STRATA CARE AUSTRALIA PTY LTD



DEFT Reference Number:  
200658540 1000 0000 029



Billers Code: 96503  
Ref: 200658540 1000 0000 029

Lot 2/ Unit 2  
Palisade Kangaroo Point

Visit [www.deft.com.au](http://www.deft.com.au) to pay by card or direct debit.

\*\* Payments by credit card may attract a surcharge

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Make this payment from your preferred bank account or card

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Pay in-store at Australia Post by cheque or EFTPOS  
All cheques must be made payable to:  
PALISADE KANGAROO POINT CTS 54742



\*496 200658540 10000000029

TOTAL AMOUNT DUE  
DUE DATE

**\$0.00**

# PALISADE KANGAROO POINT CTS 54742

ABN 43 898 043 476

## STATEMENT

--

Thomas Owens & Colin Sealeaf  
42 Lower Coast Road  
STANWELL PARK NSW 2508

Statement Period			
01 Sep 24 to 17 Jun 26			
A/c No	2	Lot No	2
Page Number	2		

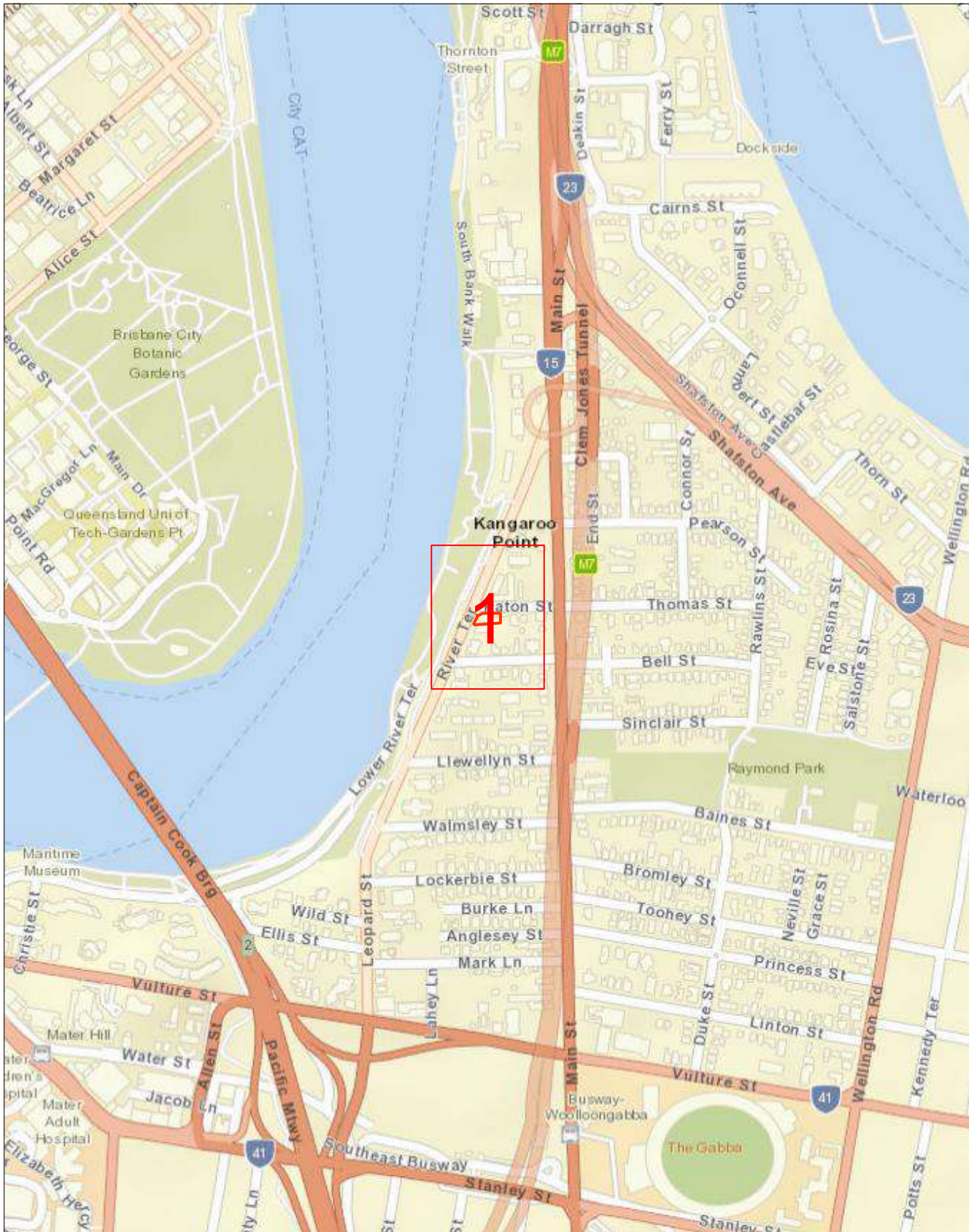
Levy notice sent to different address

Transfer Date: 05/11/21

Date	Type	Details	Reference	Debit	Credit	Balance
16/07/25	Insurance Levy*	01/09/25 to 31/12/25	I0000452	338.29		2,459.07
17/07/25	Sinking Sp	01/09/25	I0000462	4,830.79		7,289.86
12/08/25	Receipt	Admin Fund	R0000139		1,479.44	5,810.42
12/08/25	Receipt	Sinking Fund	RA000139		641.34	5,169.08
12/08/25	Receipt	Insurance Levy*	RB000139		338.29	4,830.79
17/10/25	Other	Arrears Notice Fee	M0000028	22.00		4,852.79
27/10/25	Other	Letter OF Demand	M0000032	132.00		4,984.79
29/10/25	Other	Legal Fee OMB 36907	M0000036	440.00		5,424.79
29/10/25	Other	Legal Fee Admin	M0000037	66.00		5,490.79
29/10/25	Receipt	Sinking Sp	R0000147		4,830.79	660.00
29/10/25	Other	Letter of Demand	M0000038	132.00		792.00
12/11/25	Other	Reverse LoD	M0000043		132.00	660.00
12/11/25	Receipt	Other	R0000152		660.00	0.00
03/12/25	Admin Fund	01/01/26 to 30/04/26	I0000472	3,366.87		3,366.87
03/12/25	Sinking Fund	01/01/26 to 30/04/26	I0000482	2,094.97		5,461.84
03/12/25	Insurance Levy*	01/01/26 to 30/04/26	I0000492	288.04		5,749.88
24/12/25	Receipt	Admin Fund	R0000160		3,366.87	2,383.01
24/12/25	Receipt	Sinking Fund	RA000160		2,094.97	288.04
24/12/25	Receipt	Insurance Levy*	RB000160		288.04	0.00
18/03/26	Admin Fund	01/05/26 to 31/08/26	I0000502	3,366.87		3,366.87
18/03/26	Sinking Fund	01/05/26 to 31/08/26	I0000512	2,094.97		5,461.84
18/03/26	Insurance Levy*	01/05/26 to 31/08/26	I0000522	288.04		5,749.88
22/04/26	Receipt	Admin Fund	R0000190		3,366.87	2,383.01
22/04/26	Receipt	Sinking Fund	RA000190		2,094.97	288.04
22/04/26	Receipt	Insurance Levy*	RB000190		288.04	0.00
				\$26,699.10	\$26,699.10	\$0.00

**Site** Unit 2 98 River Tce  
**Address:** Kangaroo Point  
QLD 4169

**Sequence** 274718237  
**Number:**



Scale 1: 6000

Map Sources: Esri, Garmin, HERE, FAO, NOAA, USGS,  
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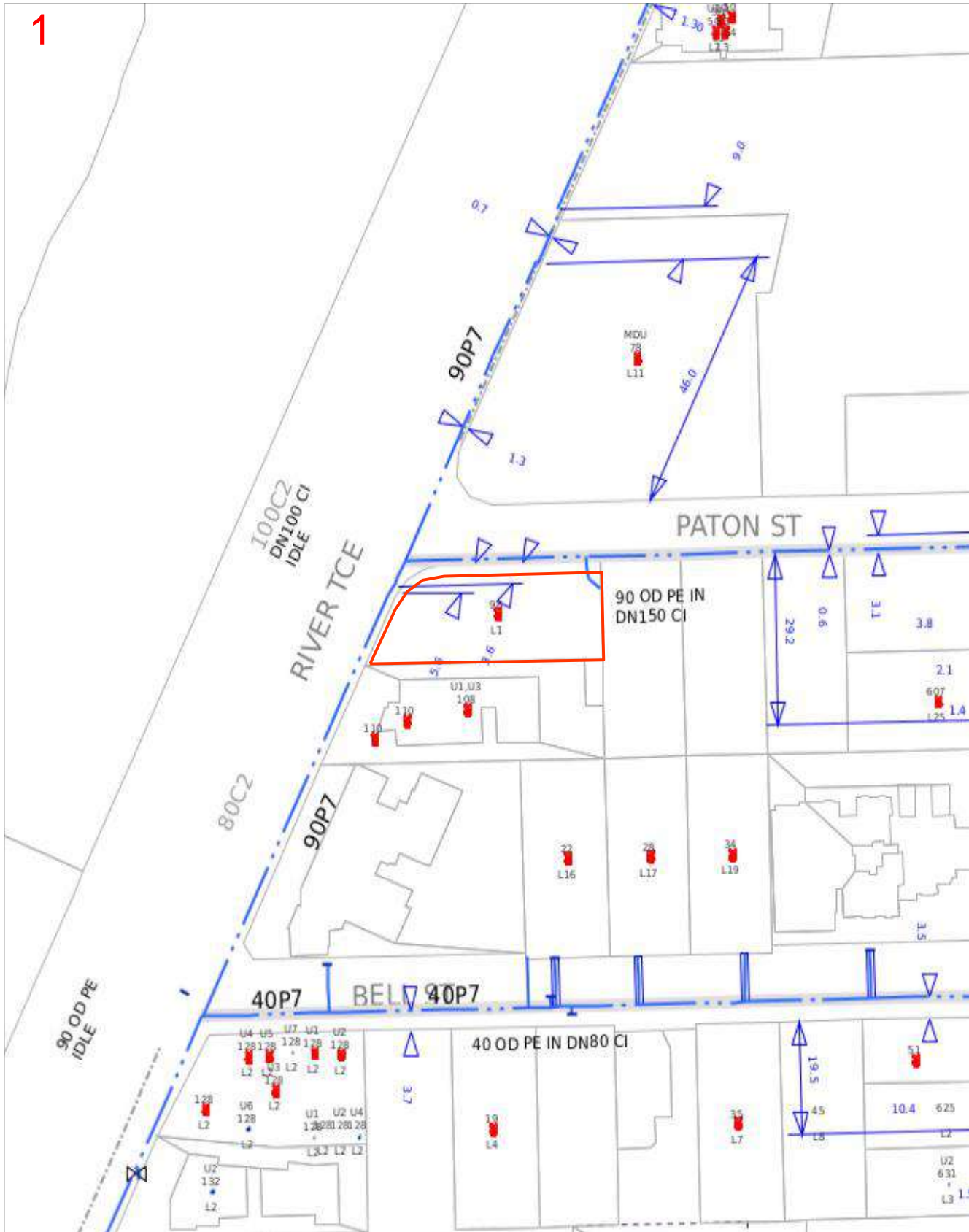


Enquiry Area



Map Key Area





Scale 1: 700

Map Sources: Esri, Garmin, HERE, FAO, NOAA, USGS,  
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Enquiry Area



Map Key Area



# Legend

## PIPE LEGEND: GAS TYPE AND PRESSURE

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

## PIPE LEGEND: SPECIAL DESIGNATION

	Low pressure	Medium pressure	High pressure	Transmission
Critical main (yellow highlight)				
Casing (grey highlight)				<i>not applicable</i>

These designations typically apply to any pipe type and pressure

## PIPE LEGEND: OTHER STATUS

Abandoned pipe	
Idle or inactive pipe	

## ABBREVIATION

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

## OBJECT SYMBOLS

Valve		CP test station		Syphon	
Buried valve		CP anode		Marker	
Regulator station		CP bond wire		Part service <sup>A</sup>	
Gas connected property		CP rectifier terminal		<sup>A</sup> A live gas service terminated underground within the property boundary, available for future extension to the gas meter.	

## PIPE CODE AND MATERIAL

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

## INTERPRETATION EXAMPLE

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

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

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



BYDA

Sequence: 274718238  
Date: 18/06/2026  
Scale: 1:500  
Tile No: 1

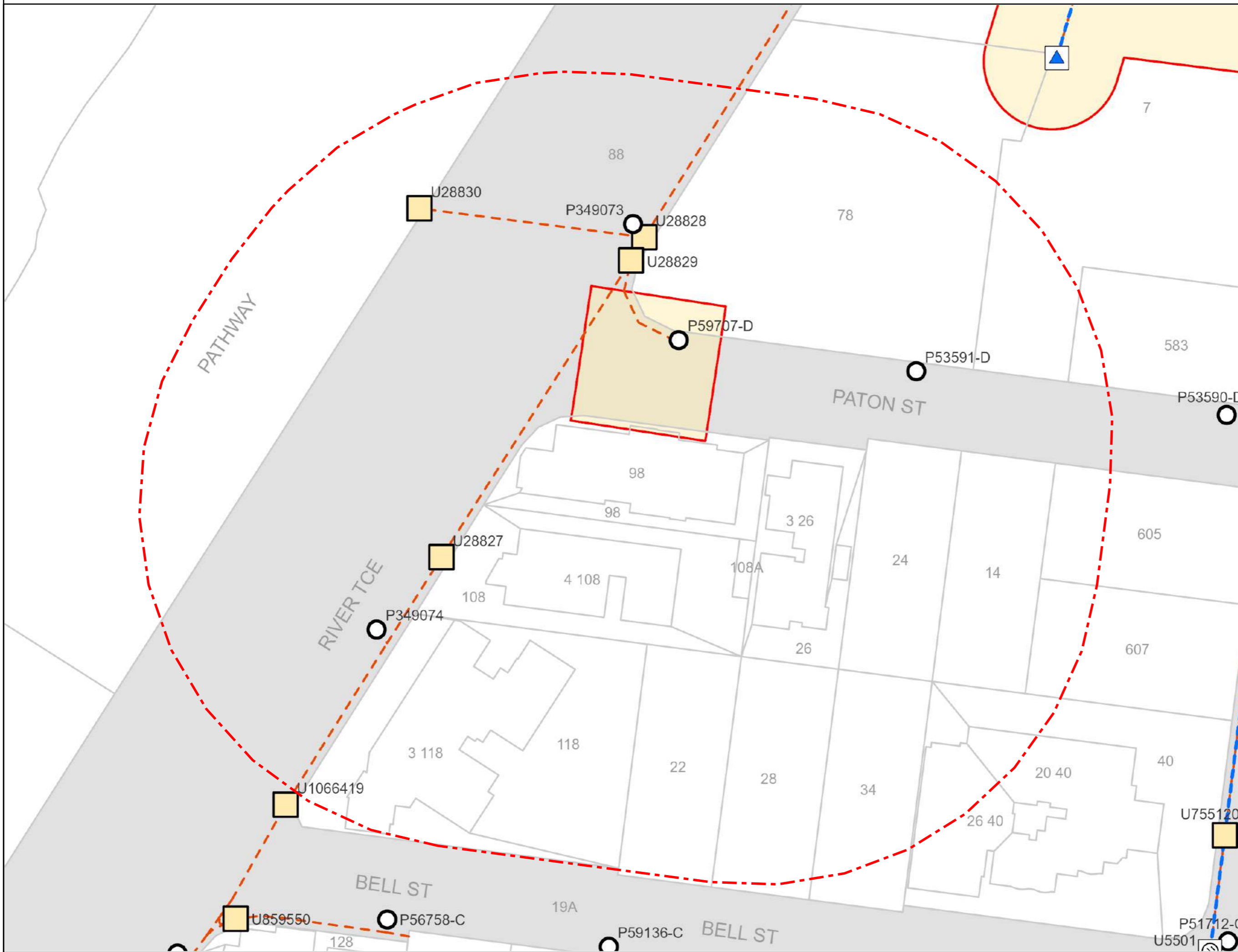
LEGEND

- 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

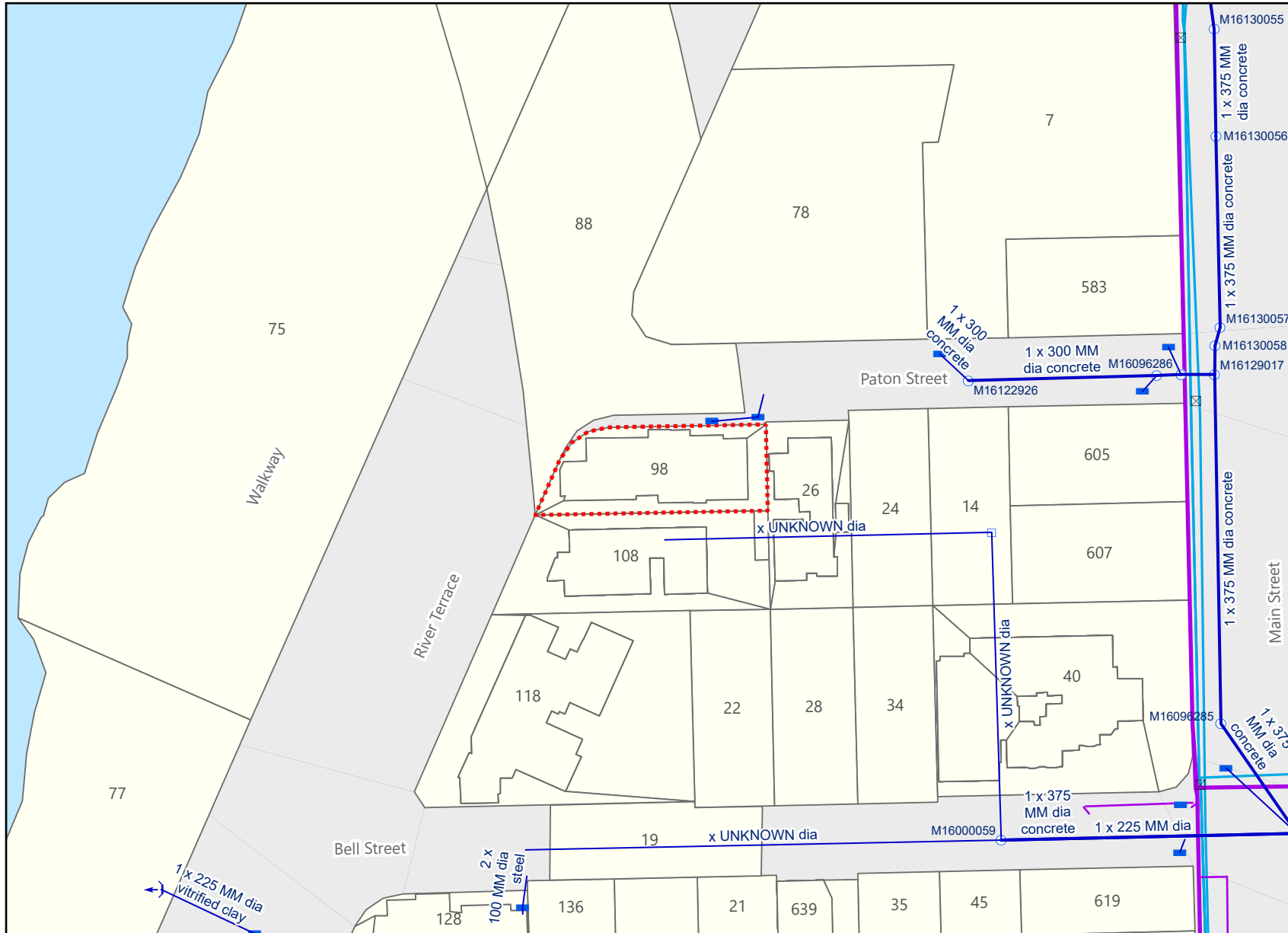


**DISCLAIMER:** While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, neither Energex nor Pelican Corp shall have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the 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.





**Job # 53457326**  
**Seq # 274718235**  
 Provider: Brisbane City Council  
 Telephone: (07) 3403 8888



### Legend

BYDA Enquiry

#### Stormwater Network

- Stormwater Drain
- Stormwater Gully / Roofwater Connection
- Stormwater Maintenance Hole
- Stormwater Roofwater Pit
- Stormwater Gully Pit
- Pipe End Outlet

#### BCC Cable Network

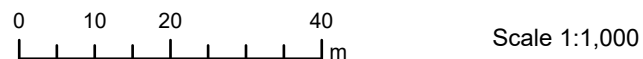
- Fibre Optic Pit Location
- Traffic System Cable
- Traffic Signal Ducting
- Fibre Optic Cable Location

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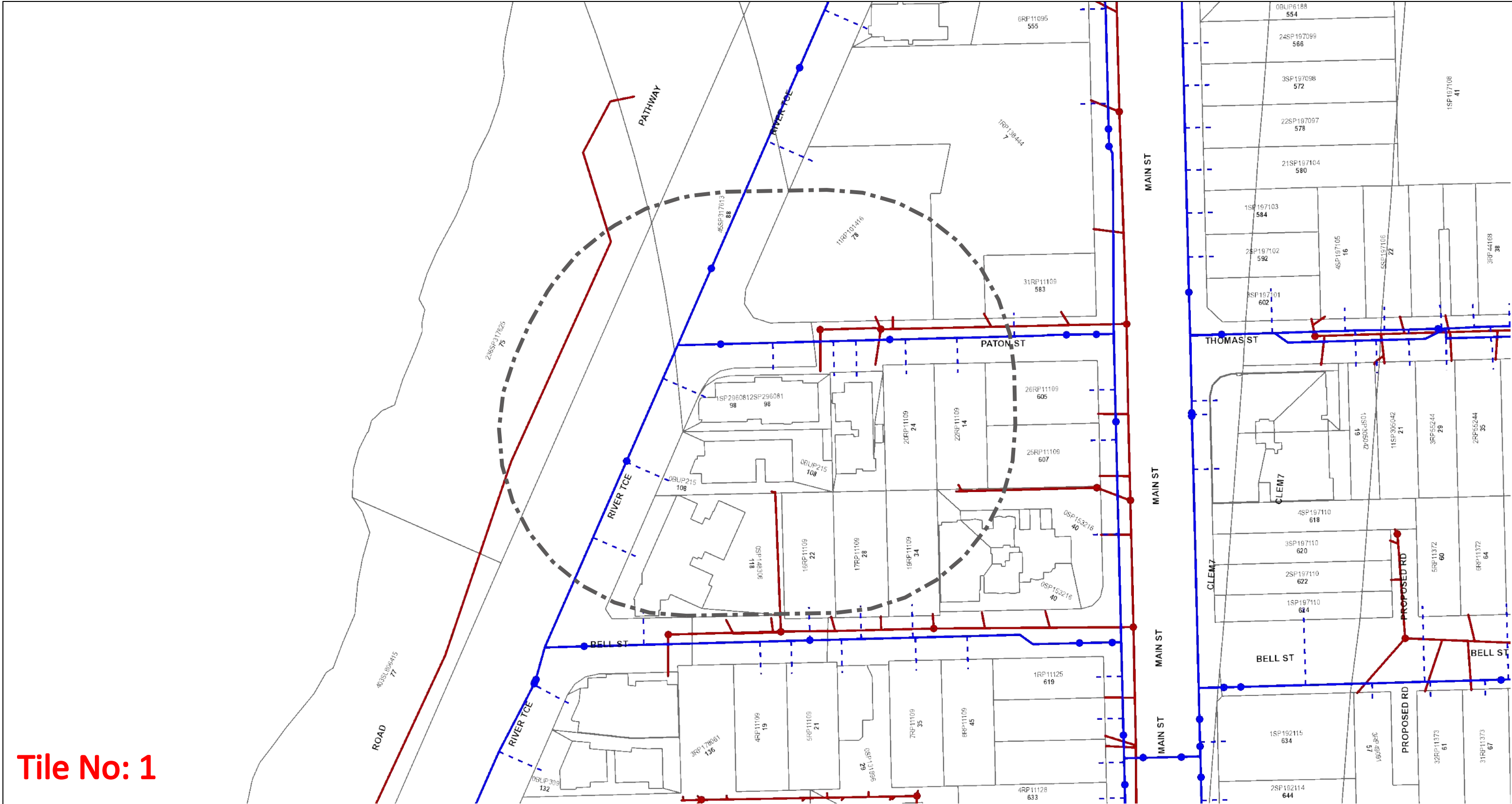
**Caution:** This map may contain the locations of abandoned underground asbestos pipes. Council gives no warranty to the completeness or accuracy of these records. Appropriate care needs to be taken in all cases.

In an emergency contact Brisbane City Council on 07 3403 8888  
 18/06/26 (valid for 30 days)





Plans generated by SmarterWX™ Automate

# Urban Utilities - Water, Recycled Water and Sewer Infrastructure



**Tile No: 1**

 <p><b>UrbanUtilities</b></p> <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: 274718236</b></p> <p>Date BYDA Ref Received: 18/06/2026 Date BYDA Job to Commence: 18/06/2026 Date BYDA Map Produced: 18/06/2026</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																			
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▨ Network Structures	▨ Network Structures	▨ Network Structures																			
	- - - Water Service (Indicative only)																				



## LEGEND

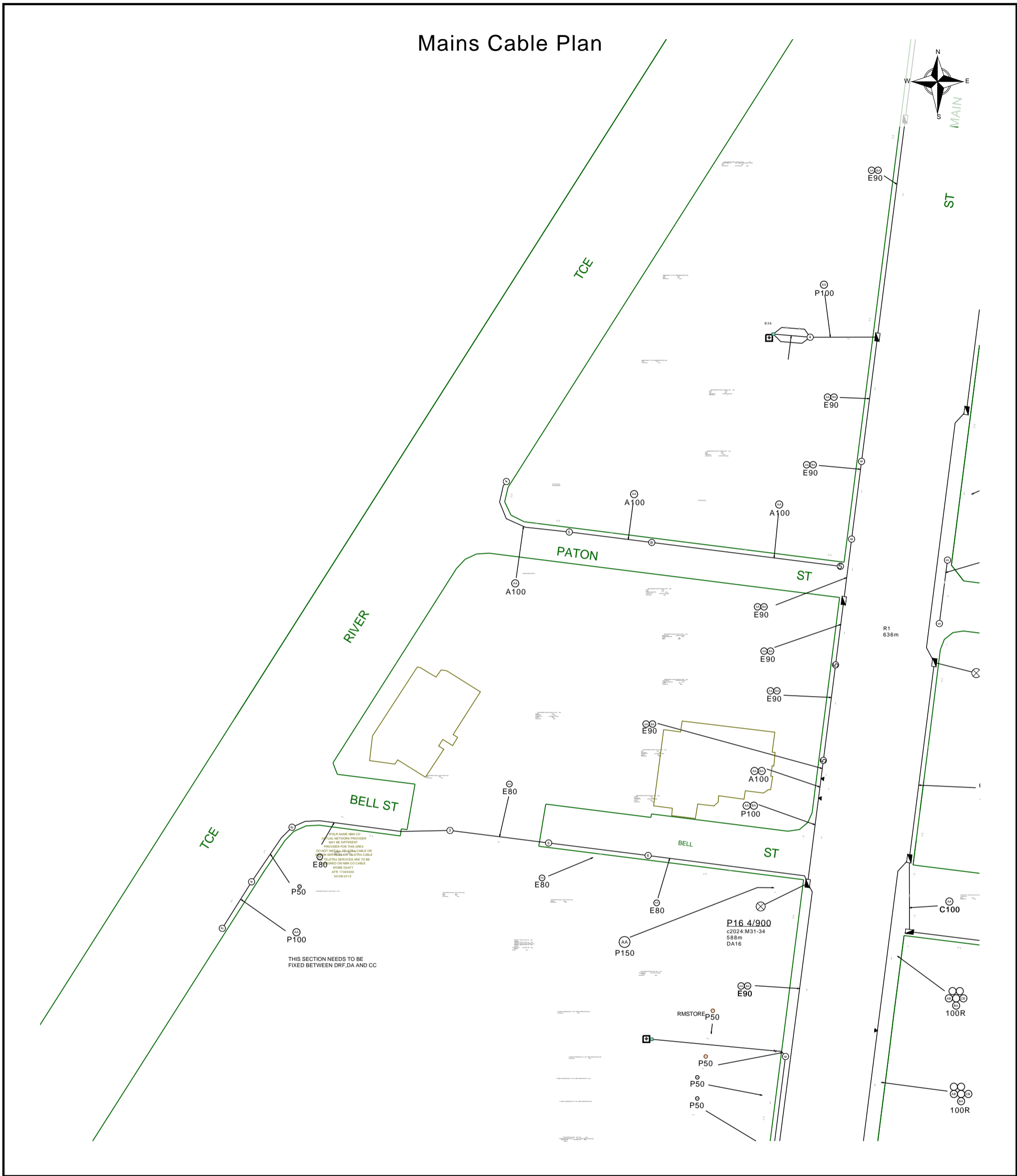



	Parcel and the location
	Pit with size "5"
	Power Pit with size "2E". Valid PIT Size: e.g. 2E, 5E, 6E, 8E, 9E, E, null.
	Manhole
	Pillar
	Cable count of trench is 2. One "Other size" PVC conduit (PO) owned by Telstra (-T-), between pits of sizes, "5" and "9" are 25.0m apart. One 40mm PVC conduit (P40)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





# Mains Cable Plan



	<p>Report Damage: <a href="https://service.telstra.com.au/customer/general/forms/report-damage-to-telstra/">https://service.telstra.com.au/customer/general/forms/report-damage-to-telstra/</a>                  Ph - 13 22 03                  Email - Telstra.Plans@team.telstra.com                  Planned Services - ph 1800 653 935 (AEST bus hrs only) General Enquiries</p>	<p>Sequence Number: 274718239</p>
<p>TELSTRA LIMITED A.C.N. 086 174 781                  Generated On 18/06/2026 08:58:41</p>		<p><b>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.</b></p>

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.

