



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 **BV COOPER PTY LTD ACN 159 092 323 AS TRUSTEE UNDER INSTRUMENT 723212171**

Property address (referred to as the "property" in this statement) **705/16 ASPINALL STREET, NUNDAH QLD 4012**

Lot on plan description **LOT 705 ON SP253365**

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 <i>Land Title Act 1994</i> showing interests registered under that Act for the property. <input checked="" type="checkbox"/> Yes
	A copy of the plan of survey registered for the property. <input checked="" type="checkbox"/> Yes

Registered encumbrances	<p>Registered encumbrances, if any, are recorded on the title search, and may affect your use of the property. Examples include easements, statutory covenants, leases and mortgages.</p> <p>You should seek legal advice about your rights and obligations before signing the contract.</p>			
Unregistered encumbrances (excluding statutory encumbrances)	<p>There are encumbrances not registered on the title that will continue <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No to affect the property after settlement.</p> <p>Note—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 NOT required to be disclosed.</p> <p>Unregistered lease (if applicable)</p> <p>If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows:</p> <ul style="list-style-type: none"> » the start and end day of the term of the lease: <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td style="padding: 2px 5px;">08/12/2025-07/12/2026</td></tr></table> » the amount of rent and bond payable: <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td style="padding: 2px 5px;">Rent \$630 per week Bond \$2,520</td></tr></table> » whether the lease has an option to renew: <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td style="height: 20px;"></td></tr></table> <p>Other unregistered agreement in writing (if applicable)</p> <p>If the unregistered encumbrance is created by an agreement in writing, and is not an unregistered lease, a copy of the agreement is given, together with relevant plans, if any. <input type="checkbox"/> Yes</p> <p>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: 100px; width: 100%;"></div>	08/12/2025-07/12/2026	Rent \$630 per week Bond \$2,520	
08/12/2025-07/12/2026				
Rent \$630 per week Bond \$2,520				
Statutory encumbrances	<p>There are statutory encumbrances that affect the property. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>If Yes, the details of any statutory encumbrances are as follows:</i></p> <div style="border: 1px solid black; height: 100px; width: 100%;"></div>			
Residential tenancy or rooming accommodation agreement	<p>The property has been subject to a residential tenancy agreement or a rooming accommodation agreement under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> during the last 12 months. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, when was the rent for the premises or each of the residents' rooms last increased? (<i>Insert date of the most recent rent increase for the premises or rooms</i>) <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td style="padding: 2px 5px;">08/12/2025</td></tr></table></p> <p>Note—Under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> the rent for a residential premises may not be increased earlier than 12 months after the last rent increase for the premises.</p> <p>As the owner of the property, you may need to provide evidence of the day of the last rent increase. You should ask the seller to provide this evidence to you prior to settlement.</p>	08/12/2025		
08/12/2025				

Part 3 – Land use, planning and environment

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

Zoning	<p>The zoning of the property is (<i>Insert zoning under the planning scheme, the Economic Development Act 2012; the Integrated Resort Development Act 1987; the Mixed Use Development Act 1993; the State Development and Public Works Organisation Act 1971 or the Sanctuary Cove Resort Act 1985, as applicable</i>):</p> <div style="border: 1px solid black; padding: 5px; width: fit-content;">MC - MAJOR CENTRE</div>		
Transport proposals and resumptions	<p>The lot is affected by a notice issued by a Commonwealth, State or local government entity and given to the seller about a transport infrastructure proposal* to: locate transport infrastructure on the property; or alter the dimensions of the property.</p> <p style="text-align: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>The lot is affected by a notice of intention to resume the property or any part of the property.</p> <p style="text-align: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>If Yes, a copy of the notice, order, proposal or correspondence must be given by the seller.</i></p>		
* <i>Transport infrastructure</i> has the meaning defined in the <i>Transport Infrastructure Act 1994</i> . A <i>proposal</i> means a resolution or adoption by some official process to establish plans or options that will physically affect the property.			
Contamination and environmental protection	<p>The property is recorded on the Environmental Management Register or the Contaminated Land Register under the <i>Environmental Protection Act 1994</i>.</p> <p style="text-align: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>The following notices are, or have been, given:</p> <p>A notice under section 408(2) of the <i>Environmental Protection Act 1994</i> (for example, land is contaminated, show cause notice, requirement for site investigation, clean up notice or site management plan).</p> <p style="text-align: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>A notice under section 369C(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which an environmental enforcement order applies).</p> <p style="text-align: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>A notice under section 347(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which a prescribed transitional environmental program applies).</p> <p style="text-align: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		
Trees	<p>There is a tree order or application under the <i>Neighbourhood Disputes (Dividing Fences and Trees) Act 2011</i> affecting the property.</p> <p style="text-align: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><i>If Yes, a copy of the order or application must be given by the seller.</i></p>		
Heritage	<p>The property is affected by the <i>Queensland Heritage Act 1992</i> or is included in the World Heritage List under the <i>Environment Protection and Biodiversity Conservation Act 1999</i> (Cwlth).</p> <p style="text-align: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		
Flooding	<p>Information about whether the property is affected by flooding or another natural hazard or within a natural hazard overlay can be obtained from the relevant local government and you should make your own enquires. Flood information for the property may also be available at the FloodCheck Queensland portal or the Australian Flood Risk Information portal.</p>		
Vegetation, habitats and protected plants	<p>Information about vegetation clearing, koala habitats and other restrictions on development of the land that may apply can be obtained from the relevant State government agency.</p>		

Part 4 – Buildings and structures

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

Swimming pool	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 type="checkbox"/> No
Unlicensed building work under owner builder permit	Building work was carried out on the property under an owner builder permit in the last 6 years.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	<i>A notice under section 47 of the Queensland Building and Construction Commission Act 1991 must be given by the seller and you may be required to sign the notice and return it to the seller prior to signing the contract.</i>		
Notices and orders	There is an unsatisfied show cause notice or enforcement notice under the <i>Building Act 1975</i> , section 246AG, 247 or 248 or under the <i>Planning Act 2016</i> , section 167 or 168.	<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
	<i>If Yes, a copy of the notice or order must be given by the seller.</i>		
Building Energy Efficiency Certificate	If the property is a commercial office building of more than 1,000m ² , a Building Energy Efficiency Certificate is available on the Building Energy Efficiency Register.		
Asbestos	The seller does not warrant whether asbestos is present within buildings or improvements on the property. Buildings or improvements built before 1990 may contain asbestos. Asbestos containing materials (ACM) may have been used up until the early 2000s. Asbestos or ACM may become dangerous when damaged, disturbed, or deteriorating. Information about asbestos is available at the Queensland Government Asbestos Website (asbestos.qld.gov.au) including common locations of asbestos and other practical guidance for homeowners.		

Part 5 – Rates and services

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

Rates

Whichever of the following applies—

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

Amount:

Date Range:

OR

The property is currently a rates exempt lot.**

OR

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

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

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

Water

Whichever of the following applies—

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

Amount:

Date Range:

OR

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

Amount:

Date Range:

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

Part 6 – Community titles schemes and BUGTA schemes

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

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

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

<p>Body Corporate and Community Management Act 1997</p>	<p>The property is included in a community titles scheme. (If Yes, complete the information below)</p>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<p>Community Management Statement</p>	<p>A copy of the most recent community management statement for the scheme as recorded under the <i>Land Title Act 1994</i> or another Act is given to the buyer.</p> <p>Note—If the property is part of a community titles scheme, the community management statement for the scheme contains important information about the rights and obligations of owners of lots in the scheme including matters such as lot entitlements, by-laws and exclusive use areas.</p>	<input checked="" type="checkbox"/> Yes	
<p>Body Corporate Certificate</p>	<p>A copy of a body corporate certificate for the lot under the <i>Body Corporate and Community Management Act 1997</i>, section 205(4) is given to the buyer.</p> <p>If No— An explanatory statement is given to the buyer that states:</p> <ul style="list-style-type: none"> » a copy of a body corporate certificate for the lot is not attached; and » the reasons under section 6 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot. 	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<p>Statutory Warranties</p>	<p>Statutory Warranties—If you enter into a contract, you will have implied warranties under the <i>Body Corporate and Community Management Act 1997</i> relating to matters such as latent or patent defects in common property or body corporate assets; any actual, expected or contingent financial liabilities that are not part of the normal operating costs; and any circumstances in relation to the affairs of the body corporate that will materially prejudice you as owner of the property. There will be further disclosure about warranties in the contract.</p>		
<p>Building Units and Group Titles Act 1980</p>	<p>The property is included in a BUGTA scheme (If Yes, complete the information below)</p>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<p>Body Corporate Certificate</p>	<p>A copy of a body corporate certificate for the lot under the <i>Building Units and Group Titles Act 1980</i>, section 40AA(1) is given to the buyer.</p> <p>If No— An explanatory statement is given to the buyer that states:</p> <ul style="list-style-type: none"> » a copy of a body corporate certificate for the lot is not attached; and » the reasons under section 7 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot. <p>Note—If the property is part of a BUGTA scheme, you will be subject to by-laws approved by the body corporate and other by-laws that regulate your use of the property and common property.</p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Signatures – SELLER

Signed by:

Brett Raymond Cooper

A43C24465B9C4EE

Signature of seller

Signed by:

Vanessa Valerie Cooper

4426BE4A7EE642A

Signature of seller

**BV Cooper Pty Ltd ACN 159 092 323 -
Director**

Name of Seller

22/4/2026

Date

**BV Cooper Pty Ltd ACN 159 092 323
Director**

Name of Seller

22/4/2026

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



Current Title Search

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Title Reference:	50966456	Search Date:	16/04/2026 15:09
Date Title Created:	17/10/2014	Request No:	55801294
Previous Title:	50964846		

ESTATE AND LAND

Estate in Fee Simple

LOT 705 SURVEY PLAN 253365
Local Government: BRISBANE CITY
COMMUNITY MANAGEMENT STATEMENT 46517
COMMUNITY MANAGEMENT STATEMENT 46489

REGISTERED OWNER

Dealing No: 723212171 24/04/2024
BV COOPER PTY LTD A.C.N. 159 092 323 TRUSTEE
UNDER INSTRUMENT 723212171

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 19559097 (ALLOT 7 POR 6)
(POR 6)
2. BUILDING MANAGEMENT STATEMENT No 716058793 07/10/2014 at 11:06
benefiting and burdening the lot
3. AMENDMENT No 719947640 11/03/2020 at 08:28
BUILDING MANAGEMENT STATEMENT: 716058793

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

FINAL 107114-4 (T/E/B/N/E)

Land Title Act 1994 : Land Act 1994
Form 21 Version 3

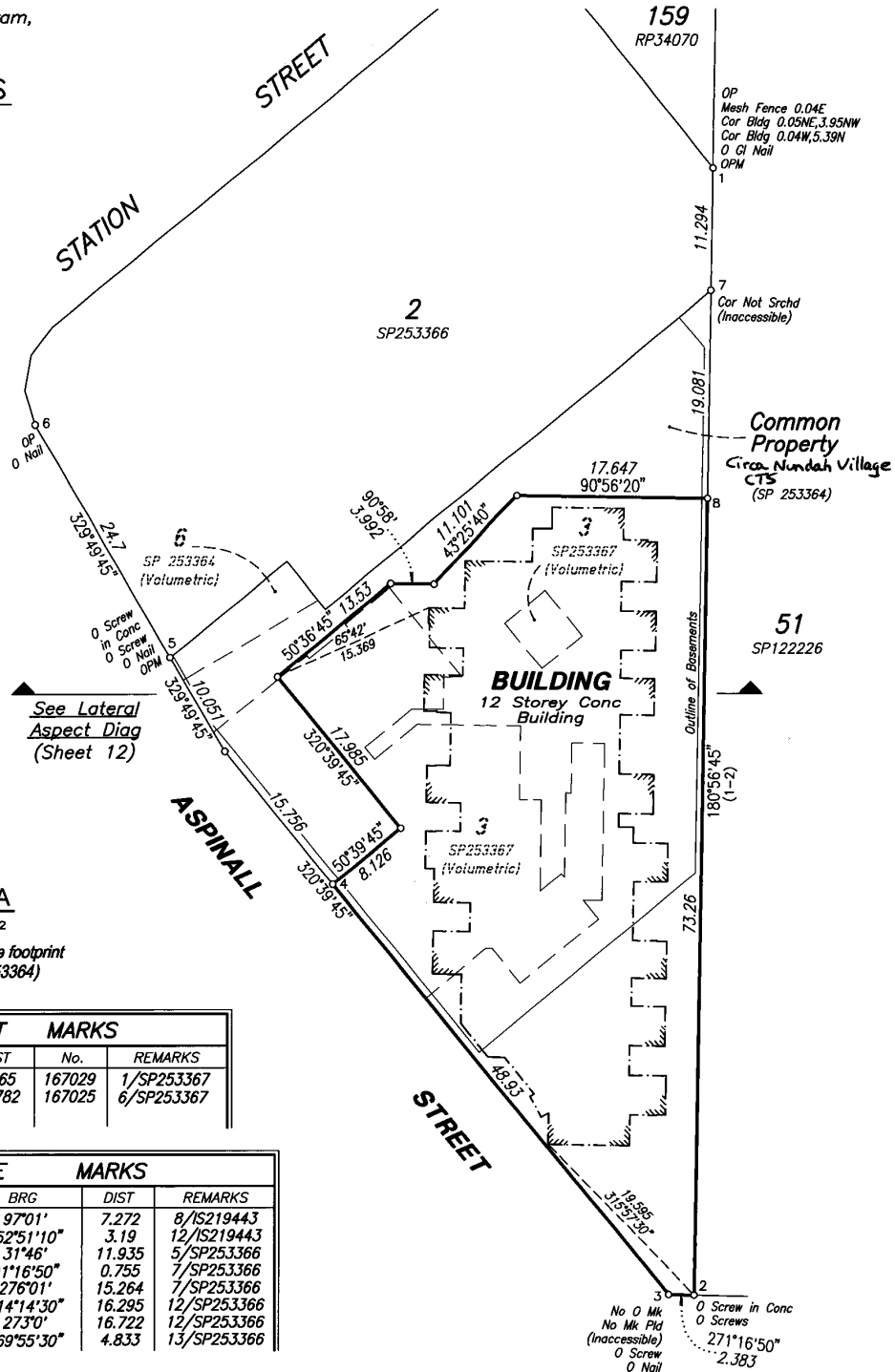
SURVEY PLAN

Sheet 1 of 12

For Lateral Aspect Diagram,
See Sheet 12.

DATUM FOR LEVELS

PM 55955
R.L. 8.089m AHD

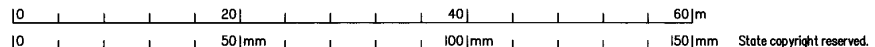


BASE PARCEL AREA

(2-3-4-8-2) 1779 m²
(Note: The base parcel area is the footprint area of volumetric Lot 5 on SP 253364)

PERMANENT MARKS				
PM	BRG	DIST	No.	REMARKS
1-OPM	327°41'30"	46.65	167029	1/SP253367
5-OPM	267°36'15"	77.782	167025	6/SP253367

REFERENCE MARKS				
STN	TO	BRG	DIST	REMARKS
1	O G.I. Nail in Bit	97°01'	7.272	8/IS219443
2	O Screw in Conc	152°51'10"	3.19	12/IS219443
2	O Screw in Channel	31°46'	11.935	5/SP253366
3	O Screw in Conc	91°16'50"	0.755	7/SP253366
3	O Nail in Kerb	276°01'	15.264	7/SP253366
5	O Screw in Channel	314°14'30"	16.295	12/SP253366
5	O Nail in Kerb	273°0'	16.722	12/SP253366
6	O Nail in Kerb	269°55'30"	4.833	13/SP253366



RPS Australia East Pty Ltd (ACN 140 292 762) hereby certify that the land comprised in this plan was surveyed by the corporation, by Matthew William SAUNDERS, surveying graduate, for whose work the corporation accepts responsibility, under the supervision of Gregg PURCELL, 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 associated Regulations and Standards and that the said survey was completed on **19.8.14**.

[Signature]
Authorised Delegate
Date: **25.8.14**

PLAN OF
LOTS 101-103, 201-208, 301-313, 401-413,
501-513, 601-613, 701-713, 801-813,
901-913 & COMMON PROPERTY
Cancelling Lot 5 on SP 253364

LOCAL GOVERNMENT: BRISBANE CITY COUNCIL LOCALITY: NUNDAH

Meridian: SP 253364 Survey Records: NO

Scale: **1 : 400**

Format: **BUILDING**

SP253365

FINAL 107114-4 (TUE/BNE)

716062186

BE 400 NT \$9134.20
08/10/2014 12:30

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

s. Lodged by
Cooper Grace Ward Lawyers
Level 21, 400 George Street
BRISBANE QLD 4000
GPO Box 834, Brisbane 4001
A-3231 2941 Ref: LM02-10091324
1318.

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

1. Certificate of Registered Owners or Lessees.
I/We NUNDAH VILLAGE SHOPPING CENTRE PTY LTD
A.C.N. 087 078 993

(Names in full)

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

*as Lessees of this land agree to this plan.

Signature of *Registered Owners *Lessees
[Signature] (DIRECTOR) *[Signature]* (SECRETARY)
NUNDAH VILLAGE SHOPPING CENTRE
PTY LTD ACN 087 078 993

* Rule out whichever is inapplicable

6. Existing		Created		
Title Reference	Description	New Lots	Road	Secondary Interests
50964846	Lot 5 on SP 253364	101-103, 201-208, 301-313, 401-413, 501-513, 601-613, 701-713, 801-813, 901-913 & COMMON PROPERTY	-	-

Mortgage	Lots Fully Encumbered	Lots Partially Encumbered
715462438	101-103, 201-208, 301-313, 401-413, 501-513, 601-613, 701-713, 801-813 & 901-913	-
715462479	101-103, 201-208, 301-313, 401-413, 501-513, 601-613, 701-713, 801-813 & 901-913	-

All lots wholly contained within the Base Parcel and Encroachment of the building into other lots resolved by Building Management Statement.

Building Management Statement 716058793 is to encumber & benefit all lots and Common Property created on this plan.

2. Planning Body Approval.
* BRISBANE CITY COUNCIL
hereby approves this plan in accordance with the:
% SUSTAINABLE PLANNING ACT 2009

Dated this 1st day of October 2014.

[Signature] #
JOAN BYRNE
DELEGATE #

* Insert the name of the Planning Body. % Insert applicable approving legislation.
Insert designation of signatory or delegation

101-103, 201-208, 301-313, 401-413, 501-513, 601-613, 701-713, 801-813, 901-913 & COMMON PROPERTY	Allot 7 Por 6
Lots	Orig
7. Orig Grant Allocation :	
8. Map Reference : 9543-33412	
9. Parish : TOOMBUL	
10. County : STANLEY	
11. Passed & Endorsed : By : RPS Australia East Pty Ltd Date : 25.8.14 Signed : <i>[Signature]</i> Designation : Coastal Surveyor	

Development Approval: 14/02/2014

12. Building Format Plans only.
I certify that :
* As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or roads.
* Part of the building shown on this plan encroaches into adjoining * lots and road

[Signature] 25.8.14
Authorised Delegate Date
Coastal Surveyor/Director
* delete words not required

13. Lodgement Fees :

Survey Deposit	\$
Lodgement	\$
..... New Titles	\$
Photocopy	\$
Postage	\$
TOTAL	\$

3. Plans with Community Management Statement :
CMS Number : 46517
Name : CIRCA TWO

4. References :
Dept File :
Local Govt :
Surveyor : 107114-4

14. Insert Plan Number **SP253365**

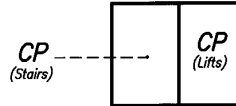
FINAL 107114-4 (TUE/BNE)

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

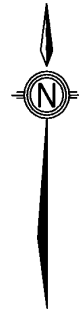
ADDITIONAL SHEET

Sheet of
2 12

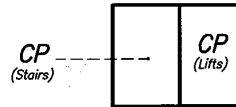
LEVEL A
Scale 1 : 200



Common Property
"Circa Nundah Village"
CTS
(SP 253364)

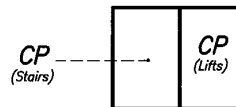


LEVEL B
Scale 1 : 200



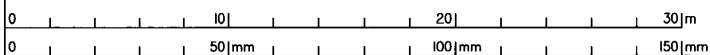
Common Property
"Circa Nundah Village"
CTS
(SP 253364)

LEVEL C
Scale 1 : 200



Common Property
"Circa Nundah Village"
CTS
(SP 253364)

CP denotes Common Property



State copyright reserved.
Insert Plan Number **SP253365**

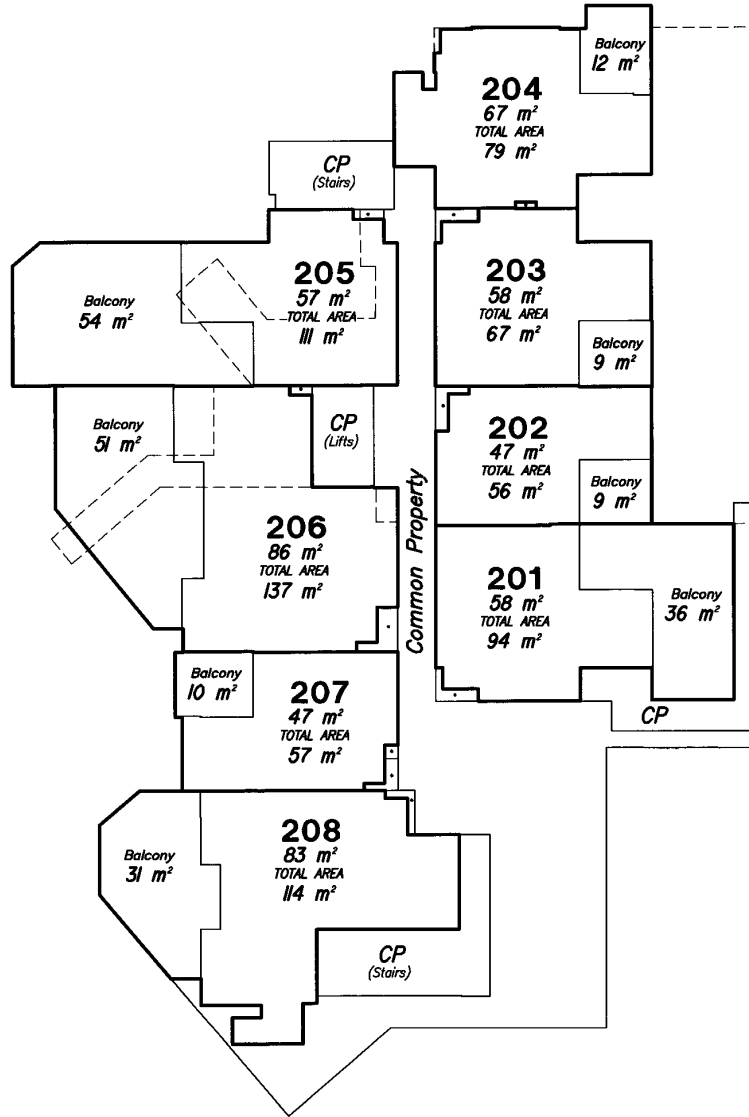
FINAL 107114-4 (LUE/BNE)

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

ADDITIONAL SHEET

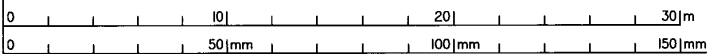
Sheet of
4 12

LEVEL E
Scale 1 : 200



Common Property

- CP denotes Common Property
- denotes Outline of Level Below
- ☐ denotes Common Property (Duct)



State copyright reserved.
Insert Plan Number **SP253365**

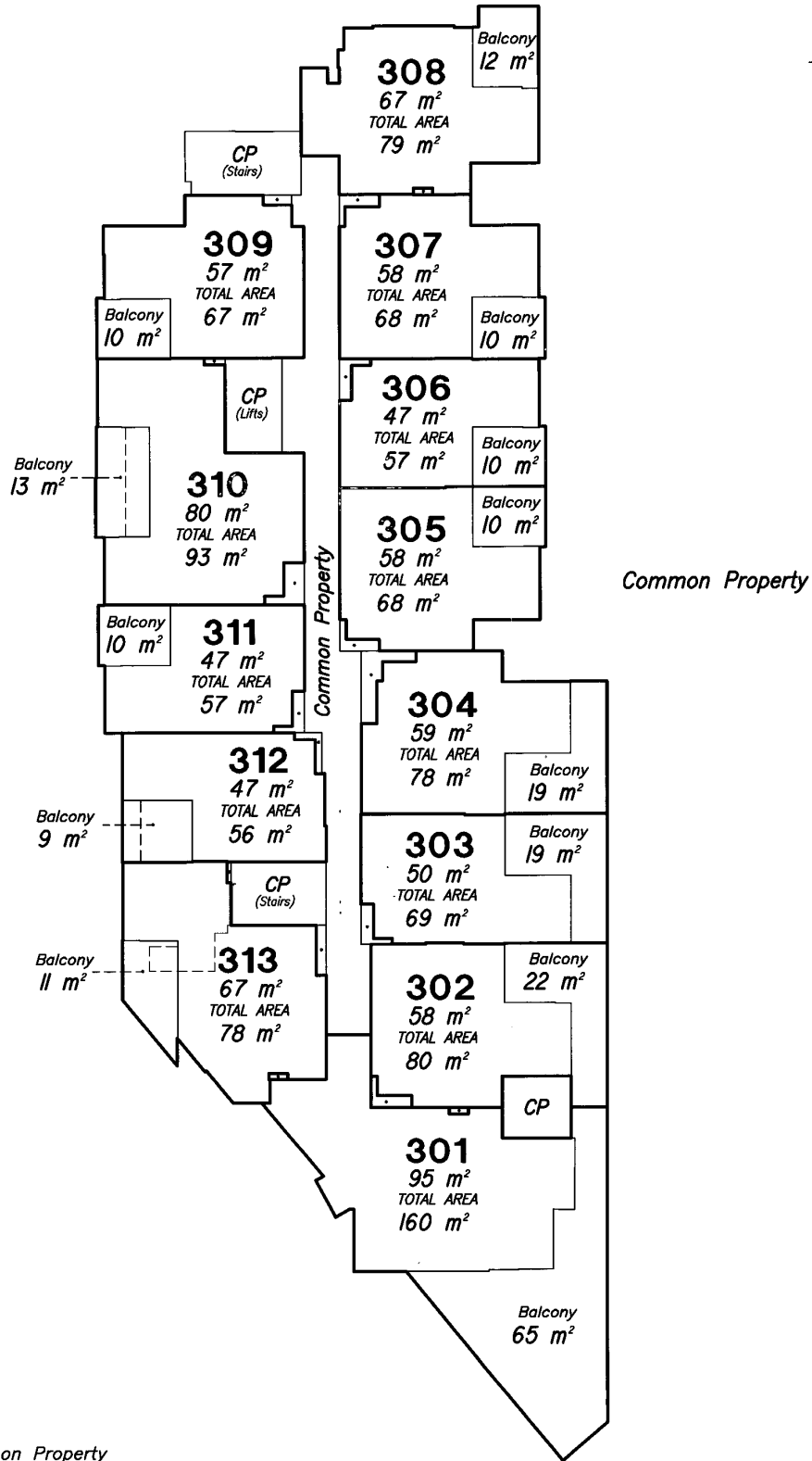
FINAL 107114-4 (TUE/BNIE)

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

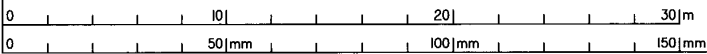
ADDITIONAL SHEET

Sheet 5 of 12

LEVEL F
Scale 1 : 200



CP denotes Common Property
 --- denotes Outline of Level Below
 □ denotes Common Property (Duct)



State copyright reserved.
 Insert Plan Number **SP253365**

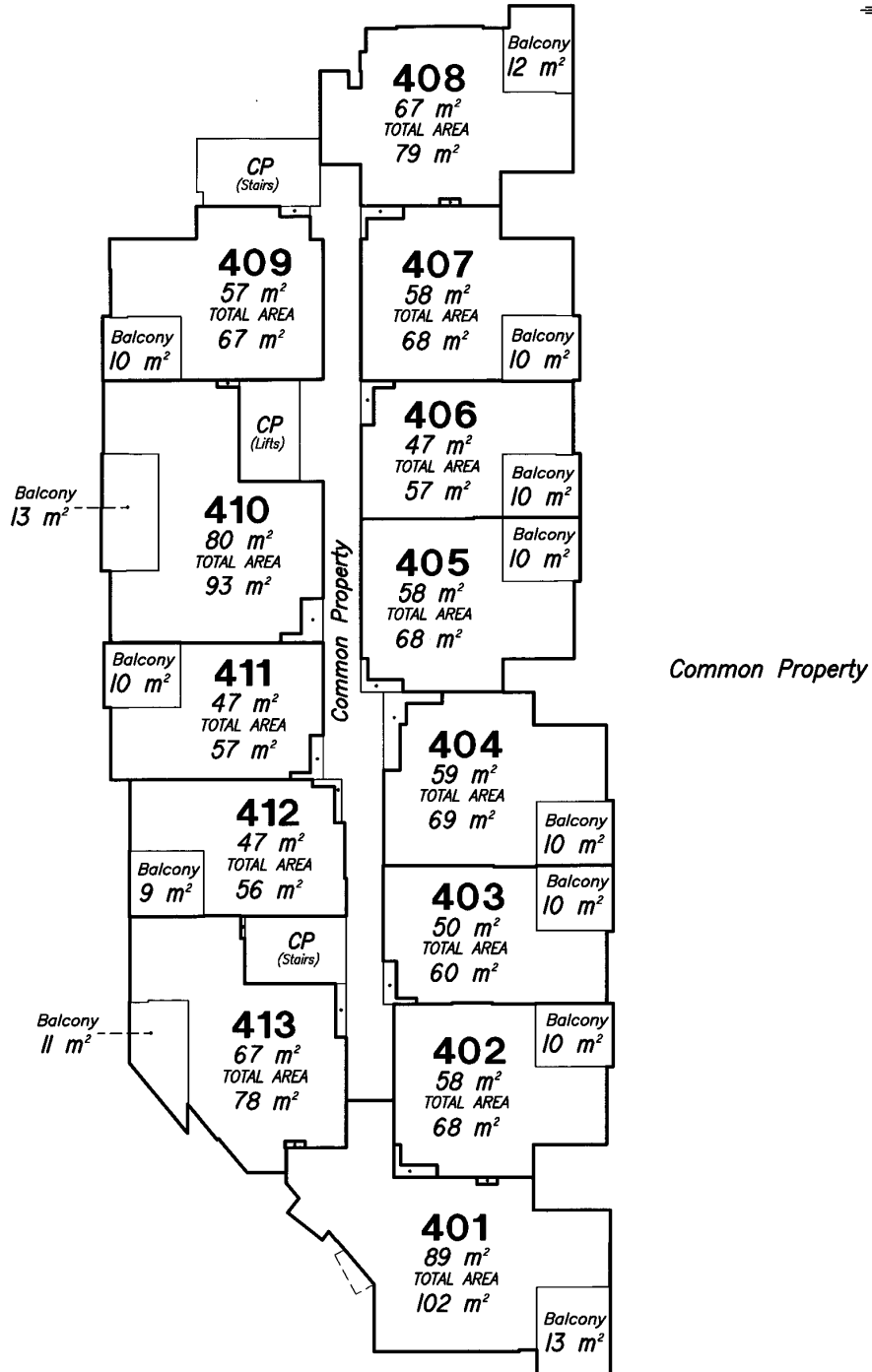
FINAL 107114-4 (LUE/ENE)

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

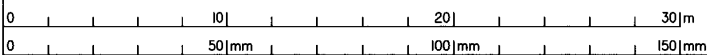
ADDITIONAL SHEET

Sheet 6 of 12

LEVEL G
Scale 1 : 200



CP denotes Common Property
--- denotes Outline of Level Below
□ denotes Common Property (Duct)



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Insert Plan Number **SP253365**

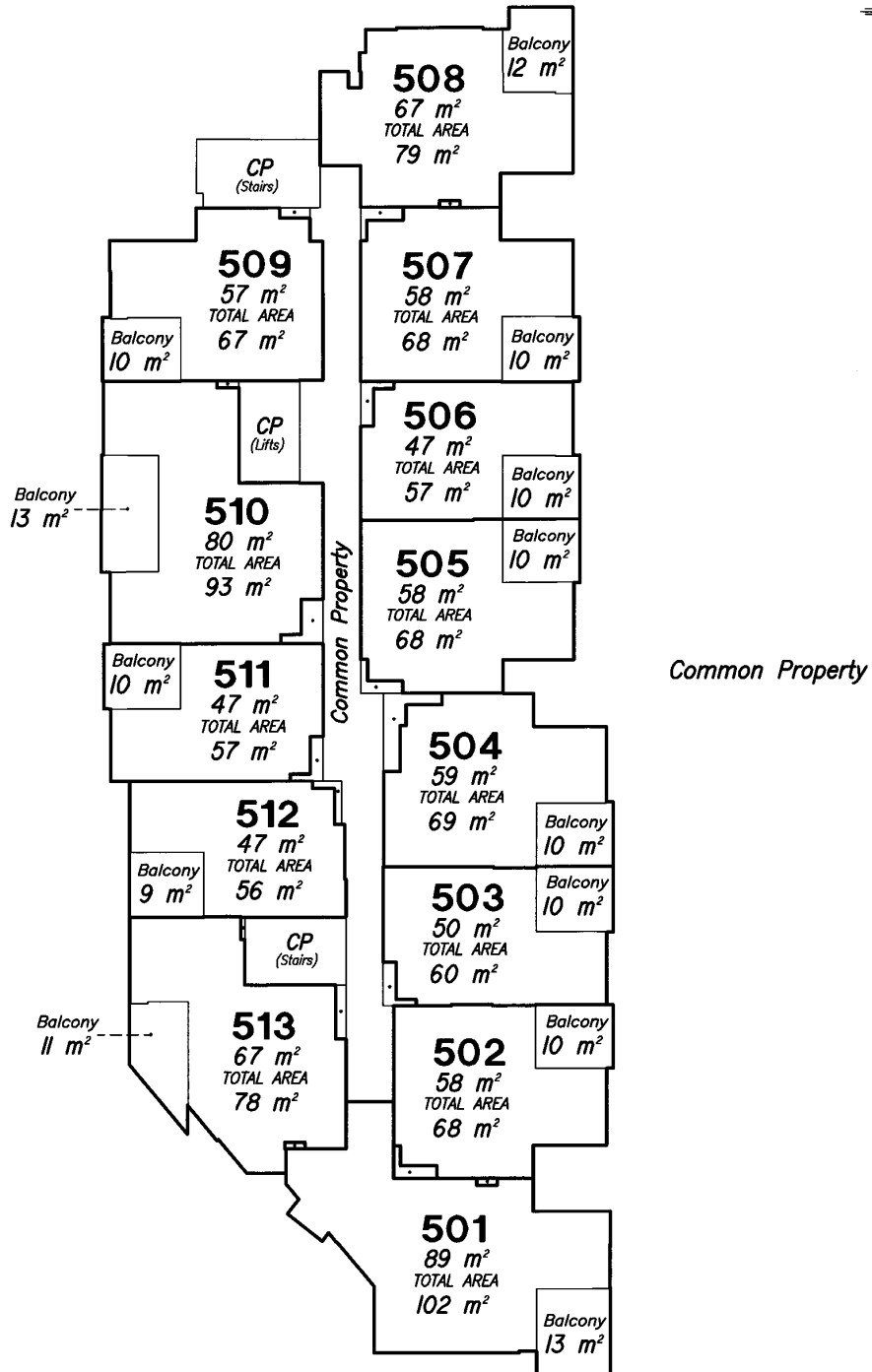
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Land Title Act 1994 : Land Act 1994
Form 21A Version 1

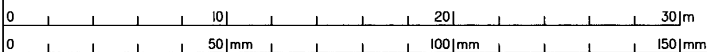
ADDITIONAL SHEET

Sheet 7 of 12

LEVEL H
Scale 1 : 200



CP denotes Common Property
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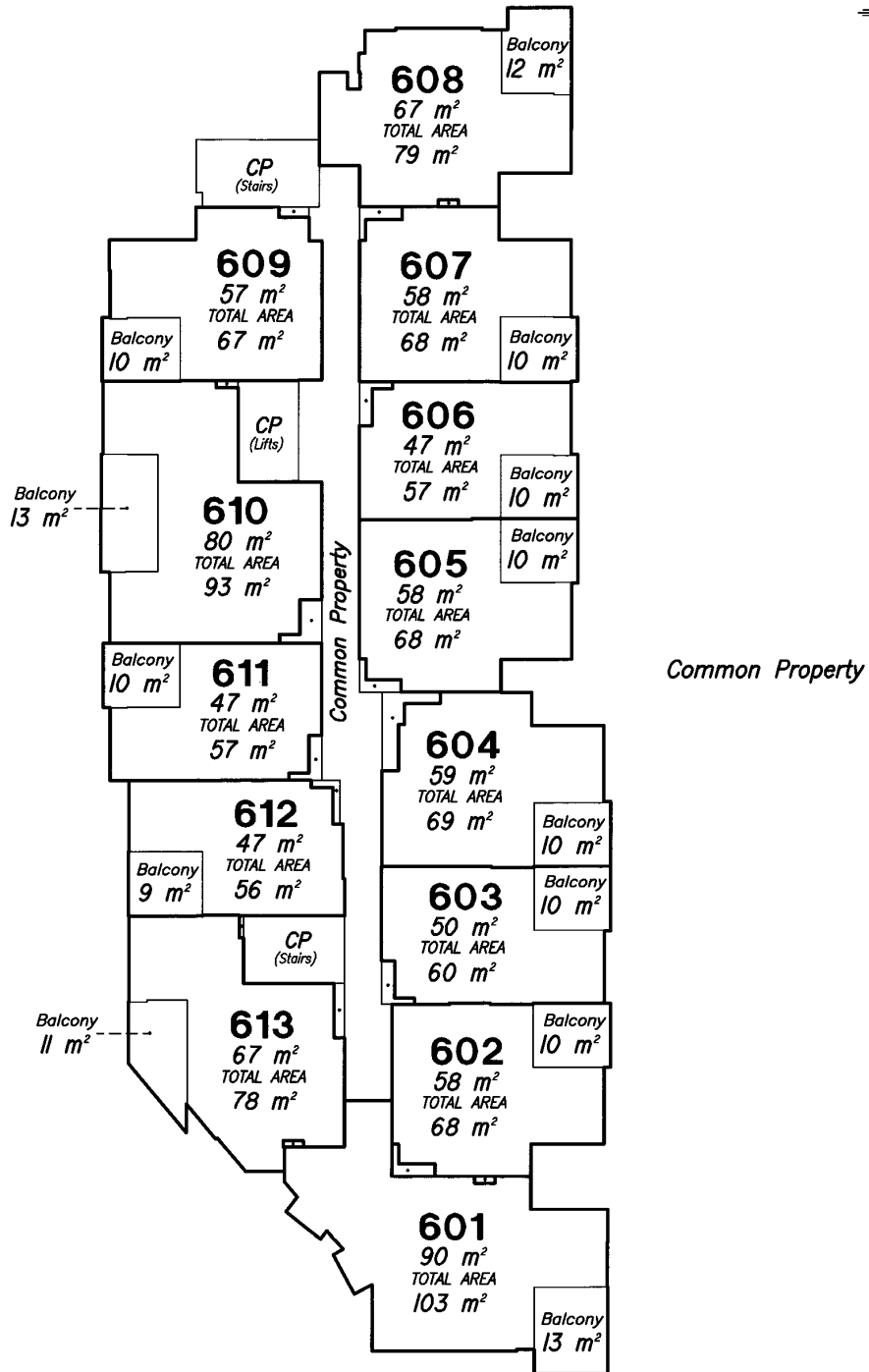
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Land Title Act 1994 : Land Act 1994
Form 21A Version 1

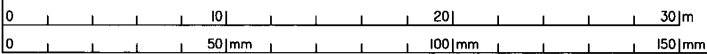
ADDITIONAL SHEET

Sheet of
8 12

LEVEL I
Scale 1 : 200



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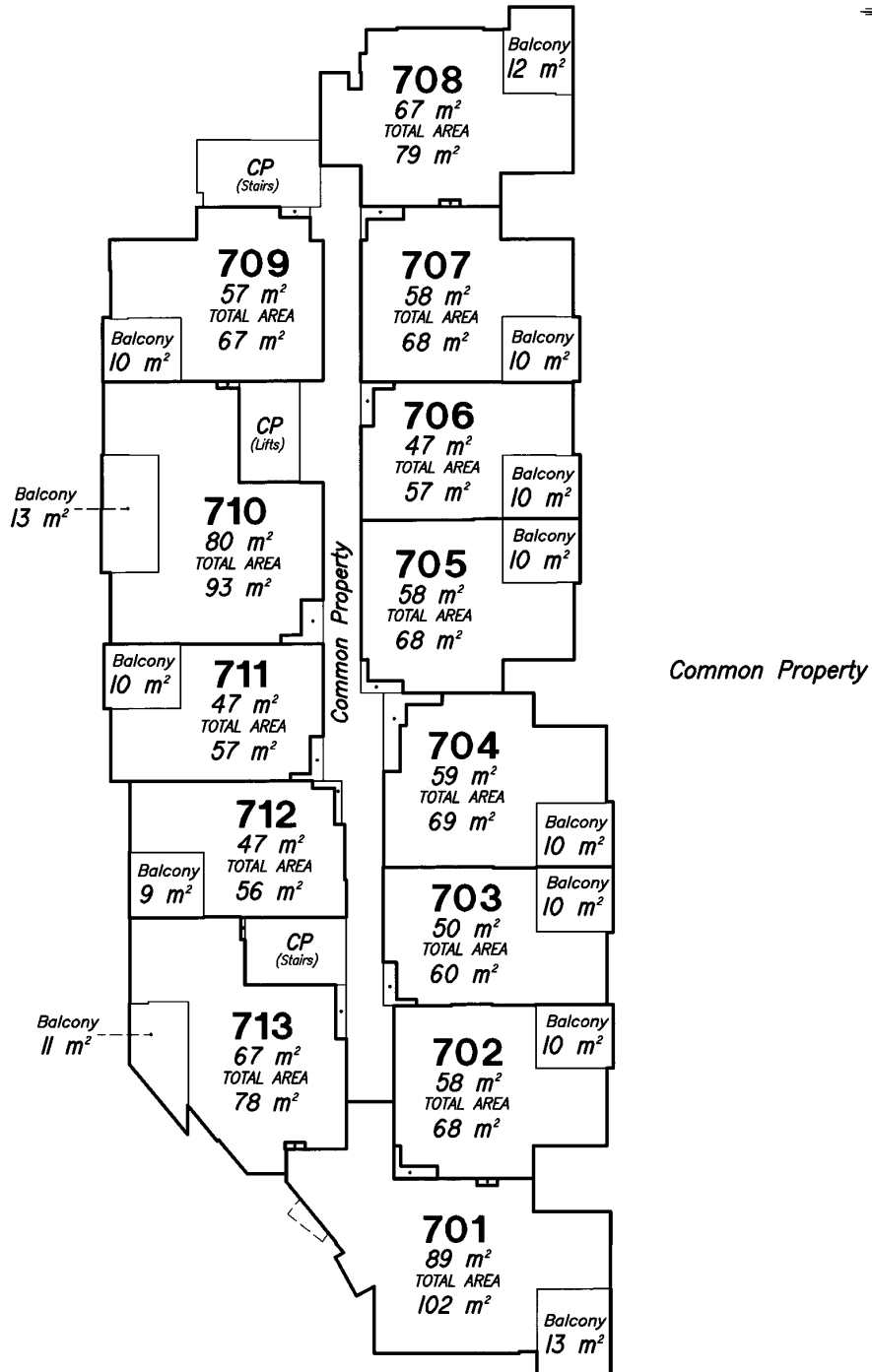
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Land Title Act 1994 : Land Act 1994
Form 21A Version 1

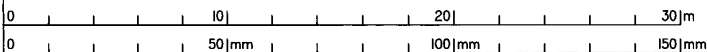
ADDITIONAL SHEET

Sheet of
9 12

LEVEL J
Scale 1 : 200



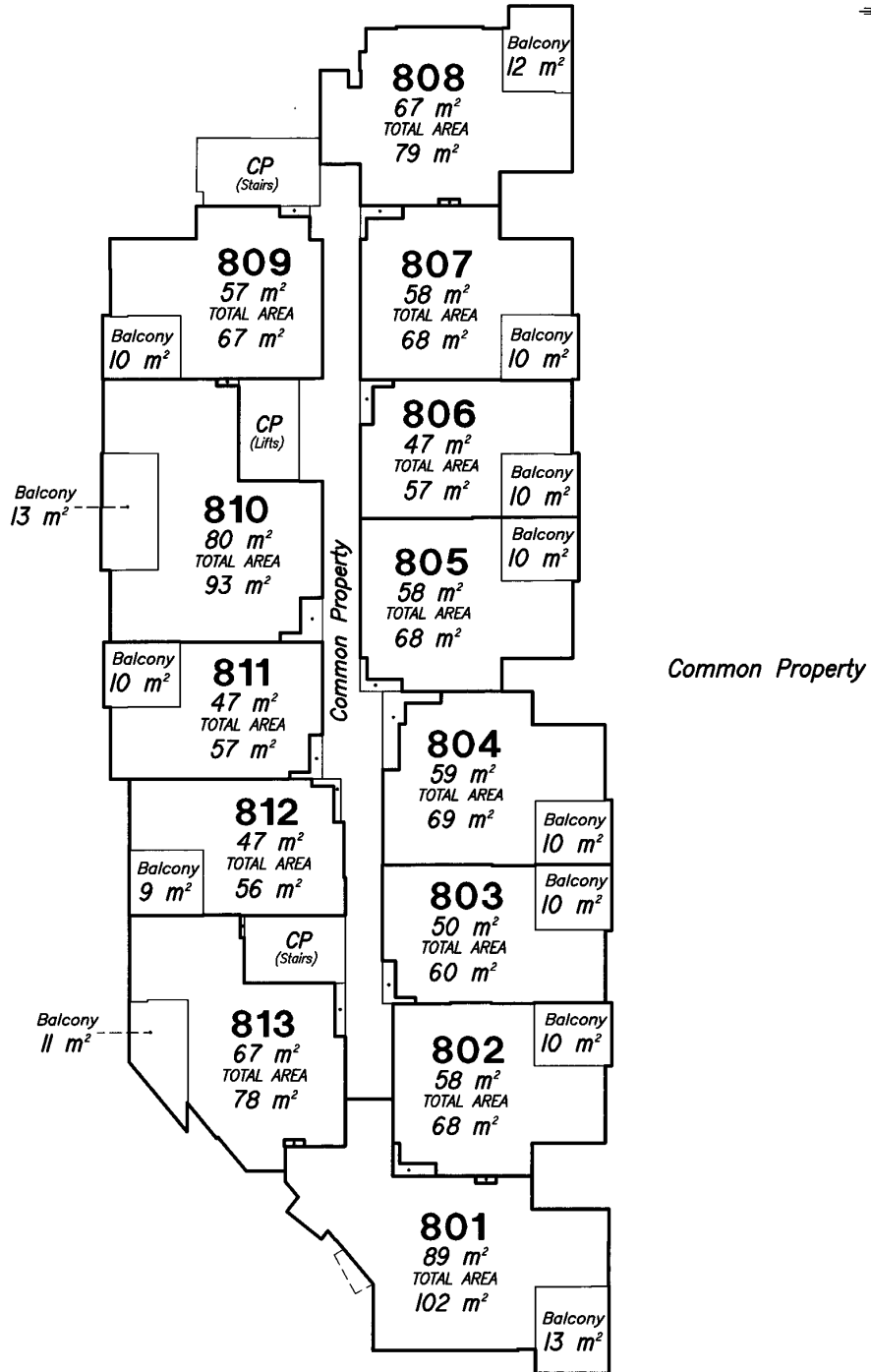
- CP denotes Common Property
- denotes Outline of Level Below
- denotes Common Property (Duct)



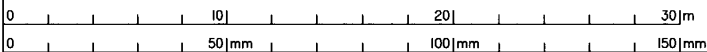
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Insert Plan Number **SP253365**

FINAL 107114-4 (TUE/BNE)

LEVEL K
Scale 1 : 200



CP denotes Common Property
--- denotes Outline of Level Below
□ denotes Common Property (Duct)



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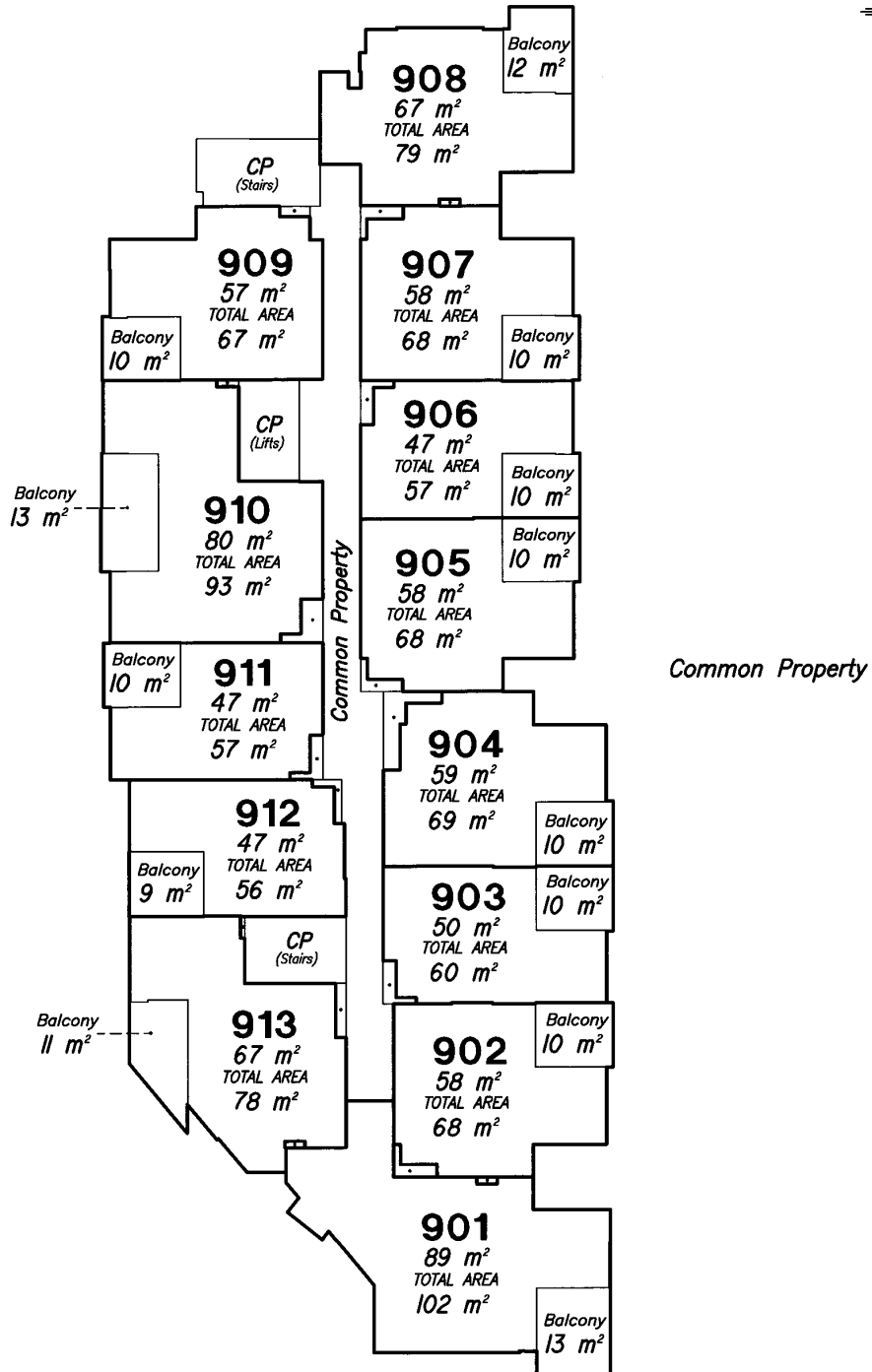
FINAL 107114-4 (LUE/BNE)

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

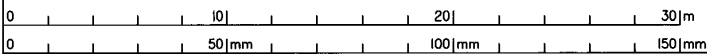
ADDITIONAL SHEET

Sheet of
11 12

LEVEL L
Scale 1 : 200



CP denotes Common Property
□ denotes Common Property (Duct)



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Insert Plan Number **SP253365**

FINAL 107114-4 (LUE/ENE)

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

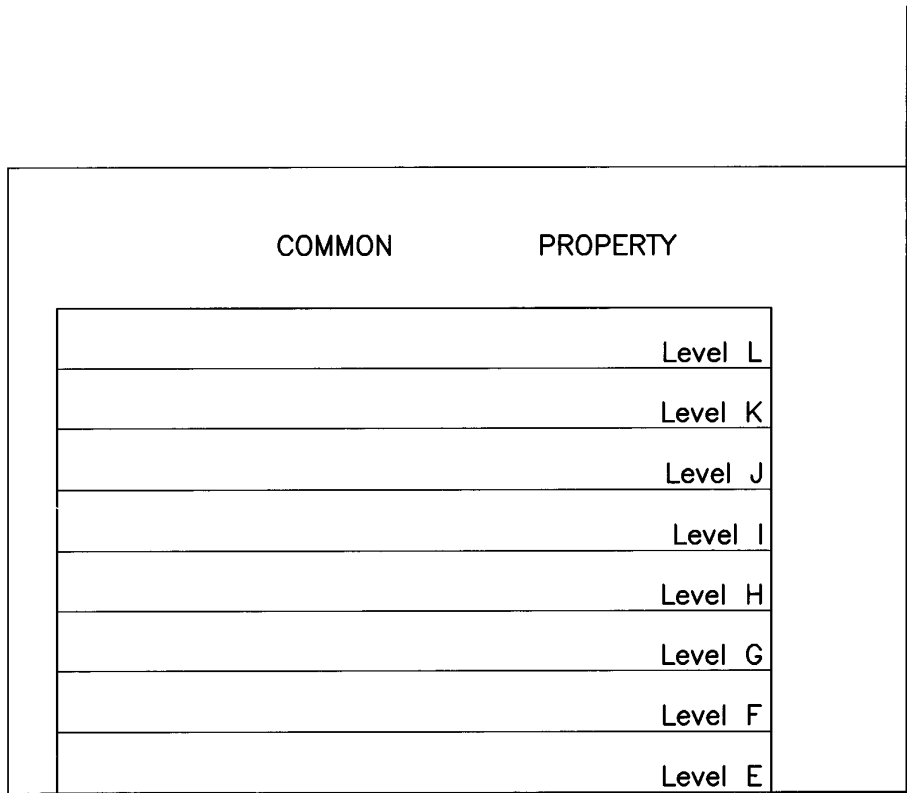
ADDITIONAL SHEET

Sheet 12 of 12

LATERAL ASPECT DIAGRAM

*(View looking from Aspinall Street)
Not to Scale*

Common Property
"Circa Nundah Village"
CTS
(SP 253364)



RL 40.0

COMMON PROPERTY

Level L

Level K

Level J

Level I

Level H

Level G

Level F

Level E

51
SP122226

3
SP253367
(Volumetric)

CP

Level D (Ground)

Common Property
"Circa Nundah Village"
CTS
(SP 253364)

CP

Level C (BASEMENT MEZZANINE)

CP

Level B (BASEMENT 1)

CP

Level A (BASEMENT 2)

RL 0.0

State copyright reserved.

Insert
Plan
Number

SP253365

0 50|mm 100|mm 150|mm

QUEENSLAND TITLES REGISTRY
Land Title Act 1994, Land Act 1994 and Water Act 2000

GENERAL REQUEST

FORM 14 Version 4
Page 1 of 1

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29/02/2024 11:18:04

Sealing Number

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Duty Imprint

Client No: 1052167

Duties Act 2001

Transaction No: _____

Duty Paid \$ _____

Exempt

UTI \$ _____

Signed _____ Date ____/____/____

1. Nature of request

Request to record New Community Management Statement for Circa Two Community Titles Scheme 46517

Lodger (Name, address, email & phone number)

MAHONEYS
GPO Box 3311
Brisbane Qld 4001
E-mail: info@mahoneys.com.au
Tel: 07 3007 3777 Ref: 32542

Lodger Code

BE
2763

2. Lot on Plan Description

Common Property for Circa Two Community Titles Scheme 46517

Title Reference

50966388

3. Registered Proprietor/State Lessee

Body Corporate for Circa Two Community Titles Scheme 46517

4. Interest

N/A

5. Applicant

Body Corporate for Circa Two Community Titles Scheme 46517

6. Request

I hereby request that the new community management statement deposited herewith which amends Schedule B and Schedule C be recorded as the new community management statement for Circa Two Community Titles Scheme 46517

7. Execution by applicant

29/02/2024

Execution Date



Katya Alexandra Prideaux

Applicant Solicitor's Signature

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

46517

DEPOSITED WITH:
LOCAL GOVERNMENT REQUEST; AND

This statement incorporates and must include the following:

- 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

- 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

Office use only
CMS LABEL NUMBER

1. Name of community titles scheme Circa Two Community Titles Scheme 46517	2. Regulation module Accommodation
3. Name of body corporate Body Corporate for Circa Two Community Titles Scheme 46517	
4. Scheme land	
Lot on Plan Description Common Property of Circa Two Community Titles Scheme 46517	Title Reference 50966388
Lots 101-103, 201-208, 301-313, 401-413, 501-513, 601-613, 701-713, 801-813, 901-913 on SP253365	50966389 to 50966490 (inclusive)
5. #Name and address of original owner Not applicable	6. Reference to plan lodged with this statement Not applicable

first community management statement only

7. New CMS exemption to planning body community management statement notation (if applicable*)

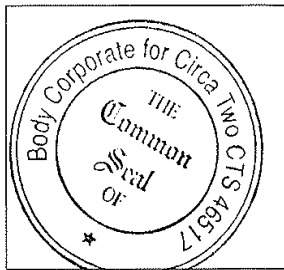
Insert exemption clause (if no exemption – insert 'N/A' or 'not applicable')

Not applicable pursuant to s60(6) of the *Body Corporate and Community Management Act 1997*

*If there is no exemption or for a first community management statement (CMS), a Form 18C must be deposited with the Request to record the CMS.

8. Execution by original owner/Consent of body corporate

Execution Date
26, 12, 2024



Affix seal here

*Execution

Nick Ehren
.....
Chairperson or Secretary
Print Name
Nick Ehren
.....
Secretary
Committee member
Sheena Shaddar
.....
Print Name

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

Privacy Statement

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

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
Lot 101 on SP253365	102	73
Lot 102 on SP253365	110	98
Lot 103 on SP253365	110	98
Lot 201 on SP253365	115	96
Lot 202 on SP253365	92	73
Lot 203 on SP253365	96	96
Lot 204 on SP253365	99	96
Lot 205 on SP253365	112	96
Lot 206 on SP253365	116	108
Lot 207 on SP253365	92	73
Lot 208 on SP253365	111	109
Lot 301 on SP253365	141	132
Lot 302 on SP253365	106	98
Lot 303 on SP253365	100	76
Lot 304 on SP253365	104	98
Lot 305 on SP253365	96	98
Lot 306 on SP253365	92	74
Lot 307 on SP253365	96	98
Lot 308 on SP253365	100	99
Lot 309 on SP253365	95	98
Lot 310 on SP253365	99	108
Lot 311 on SP253365	92	74
Lot 312 on SP253365	92	74
Lot 313 on SP253365	99	110
Lot 401 on SP253365	107	116
Lot 402 on SP253365	96	100
Lot 403 on SP253365	94	75
Lot 404 on SP253365	96	100
Lot 405 on SP253365	96	100
Lot 406 on SP253365	92	75
Lot 407 on SP253365	96	100
Lot 408 on SP253365	100	101
Lot 409 on SP253365	95	100
Lot 410 on SP253365	99	110
Lot 411 on SP253365	92	75
Lot 412 on SP253365	92	75
Lot 413 on SP253365	99	112
Lot 501 on SP253365	107	120
Lot 502 on SP253365	96	102
Lot 503 on SP253365	94	76
Lot 504 on SP253365	96	102
Lot 505 on SP253365	96	102
Lot 506 on SP253365	92	76
Lot 507 on SP253365	96	102
Lot 508 on SP253365	100	103
Lot 509 on SP253365	95	102
Lot 510 on SP253365	99	111
Lot 511 on SP253365	92	76
Lot 512 on SP253365	92	76
Lot 513 on SP253365	99	113
Lot 601 on SP253365	107	123
Lot 602 on SP253365	96	103
Lot 603 on SP253365	94	77
Lot 604 on SP253365	96	103
Lot 605 on SP253365	96	103
Lot 606 on SP253365	92	77
Lot 607 on SP253365	96	103

Lot on Plan	Contribution	Interest
Lot 608 on SP253365	100	104
Lot 609 on SP253365	95	103
Lot 610 on SP253365	99	113
Lot 611 on SP253365	92	77
Lot 612 on SP253365	92	77
Lot 613 on SP253365	99	115
Lot 701 on SP253365	106	125
Lot 702 on SP253365	96	105
Lot 703 on SP253365	94	78
Lot 704 on SP253365	96	105
Lot 705 on SP253365	96	105
Lot 706 on SP253365	92	78
Lot 707 on SP253365	96	105
Lot 708 on SP253365	100	106
Lot 709 on SP253365	95	105
Lot 710 on SP253365	99	114
Lot 711 on SP253365	92	78
Lot 712 on SP253365	92	78
Lot 713 on SP253365	99	116
Lot 801 on SP253365	106	127
Lot 802 on SP253365	96	107
Lot 803 on SP253365	94	79
Lot 804 on SP253365	96	107
Lot 805 on SP253365	96	107
Lot 806 on SP253365	92	79
Lot 807 on SP253365	96	107
Lot 808 on SP253365	100	108
Lot 809 on SP253365	95	107
Lot 810 on SP253365	99	116
Lot 811 on SP253365	92	79
Lot 812 on SP253365	92	79
Lot 813 on SP253365	99	118
Lot 901 on SP253365	106	129
Lot 902 on SP253365	96	109
Lot 903 on SP253365	94	80
Lot 904 on SP253365	96	109
Lot 905 on SP253365	96	109
Lot 906 on SP253365	92	80
Lot 907 on SP253365	96	109
Lot 908 on SP253365	100	110
Lot 909 on SP253365	95	109
Lot 910 on SP253365	99	117
Lot 911 on SP253365	92	80
Lot 912 on SP253365	92	80
Lot 913 on SP253365	99	120
TOTALS	9988	9990

PRINCIPLES FOR DECIDING THE CONTRIBUTION LOT ENTITLEMENT FOR A LOT

1. The contribution schedule lot entitlements for the community titles scheme are not equal. In accordance with s46(7) of the *Body Corporate and Community Management Act 1997*, the contribution schedule lot entitlements for the community titles scheme have been decided using the relativity principle having regard to the following factors:
 - (a) structure of the community titles scheme;
 - (b) nature, features and characteristics of the lots in the community titles scheme;
 - (c) purpose for which the lots are used;

- (d) impact the lots may have on the cost of maintaining the common property; and
- (e) market value of lots.
2. The factors in paragraphs 1(a), 1(b), 1(c) and 1(d) have not been used in the determination of the contribution schedule lot entitlements for the community titles scheme. The only factor used in the determination is market value.
3. **1(e) - Market value**
- This was the only factor which contributes to any variance in the contribution schedule lot entitlements for any lots within the community titles scheme.

PRINCIPLES FOR DECIDING THE INTEREST LOT ENTITLEMENT FOR A LOT

In accordance with section 46(7A) of the *Body Corporate and Community Management Act 1997*, the interest schedule lot entitlements for the community titles scheme have been calculated using the market value principle. That is, the interest schedule lot entitlements reflect the respective market values of the lots in the community titles scheme.

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

The Body Corporate for Circa Two CTS 46517 (**Circa Two**) is a subsidiary scheme forming part of a layered arrangement whereby:

1. Circa Nundah Village CTS 46489 (**PBC**) is a principal scheme; and
2. the PBC comprises two subsidiary schemes being Circa Two and Circa Three CTS 53465.

SCHEDULE C BY-LAWS

Administrative by-laws

1 Definitions and interpretation

- 1.1 In these by-laws the following terms have the meanings ascribed to them unless the context otherwise requires:

Term	Assigned meaning
Act	the <i>Body Corporate Community Management Act 1997</i> (Qld).
Alter	the erection of a building, a structural change or a non-structural change of any kind, the carrying out of any works or the causing of any damage.
Approved Booking	a booking request by an Owner or Occupier that is approved in writing by the Body Corporate. The Body Corporate may impose conditions of any approval under an Approved Booking, which may include, but are not limited to, timeframes of use, condition of Common Property upon the end of the booking and requiring measures to avoid Unreasonable Noise.
Body Corporate	the body corporate established upon the registration of the Scheme.
Caretaking Service Contractor	a service contractor for the Scheme who is also a letting agent for the Scheme.
Common Property	Scheme Land that is not included in a Lot.
Hard Flooring	means timber, tiles, vinyl, marble or any other equivalent material.

Letting Agent	a person conducting the business of acting as agent of an Owner for securing, negotiating or enforcing leases or occupancies for a Lot.
Lot	a lot in the Scheme.
Occupier	any person that occupies a Lot, including an Owner if the Owner occupies a Lot.
Owner	an owner of a Lot.
Prescribed Area	means a floor area that is situated directly above a habitable area (which does not include common property recreation areas, kitchens or bathrooms).
Scheme	the scheme identified in this community management statement.
Scheme Land	a Lot or Common Property within the Scheme.
Smoke	to have control over an ignited smoking product or inhale through a personal vaporiser or hookah.
Unreasonable Noise	noise that creates a nuisance, hazard or interferes unreasonably with the use or enjoyment of a Lot or the Common Property.
Vehicle	cars, motorbikes, scooters, trucks, bicycles, boats, trailers, caravans, camper vans, mobile homes, golf buggies, segways, skateboards, rollerblades or any other equivalent means of transportation.
Visitor	a person invited onto Scheme Land by an Owner, Occupier or Visitor.

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

- (a) words and expressions defined in clause 1 or elsewhere have the meaning ascribed to them;
- (b) terms not defined in clause 1 or elsewhere but which are defined in the Act have the meanings given to them in the Act;
- (c) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (d) clause headings are inserted for convenience only and are not to be used in the interpretation or construction of these by-Laws;
- (e) words importing any gender include all other genders;
- (f) words importing the singular include the plural and vice versa;
- (g) a reference to a clause is a reference to a clause of these by-laws;
- (h) a reference to a person is to be construed as a reference to an individual, body corporate, unincorporated association, partnership, joint venture or government body;
- (i) a reference to anything (including, but not limited to, any right) includes a part of that thing but nothing in this clause implies that performance of part of an obligation constitutes performance of the obligation;
- (j) a reference to a statute, regulation, proclamation, ordinance, standard, or by-law includes all statutes, regulations, proclamations, ordinances, standards or by-laws varying, consolidating or replacing it, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;

- (k) where these by-laws say that something can or must be done by the Body Corporate then that thing may be done by the Committee unless there is a legal restriction on the Committee doing so;
- (l) all by-laws must be constructed so as to be valid, legal and enforceable in all respects. If any by-law is illegal, invalid or unenforceable it is to be read down to such extent as may be necessary to ensure that it is legal, valid, or enforceable as may be reasonable in the circumstances so as to give valid operation of a partial character. If any such by-law cannot be read down, it is deemed void and severed and the remaining by-laws are not in any way affected or impaired;
- (m) these by-laws must be read in conjunction with the Owner's and Occupier's obligations under the Act.

2 Applicability to visitors

- 2.1 Occupiers must take reasonable steps to ensure that their Visitors comply with these by-laws on the basis that the by-laws apply to Visitors to the extent that the by-laws apply to the Occupier.

3 Occupier details

- 3.1 Owners must provide the Body Corporate with the name and service address of any Occupier and Letting Agent for their Lot.

Regulating conduct and interferences

4 Nuisances

- 4.1 Owners and Occupiers must:

- (a) not use or permit the use of a Lot or the Common Property in a way that:
 - (i) causes a nuisance;
 - (ii) causes a hazard;
 - (iii) interferes unreasonably with the use or enjoyment of another Lot or the Common Property;
- (b) not Smoke on any part of the Scheme land unless it is;
 - (i) an indoor area of a Lot in a way that does not cause a nuisance, hazard or unreasonable interference; or
 - (ii) an indoor area of exclusive use in a way that does not cause a nuisance, hazard or unreasonable interference.

Note: an outdoor area of a Lot includes a balcony, courtyard, patio, or verandah and smoking is prohibited on these areas

- (c) communicate with the Body Corporate, Body Corporate Contractors, Owners or Occupiers in a way that is reasonable; and
- (d) ensure that when the Lot is used, sufficient floor coverings are installed in the Lot to prevent the transmission of Unreasonable Noise from the Lot.

5 Parking and Vehicles

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

- (a) use a Vehicle in a way which creates a hazard; or



- (b) park a Vehicle on the Common Property except if the parking is:
 - (i) by a Visitor in a designated visitor car park; or
 - (ii) authorised in an exclusive use by-law.

5.2 An Owner or Occupier must provide to the Body Corporate the details of any Vehicles used by an Owner or Occupier on scheme land, including the registration number of the Vehicle.

5.3 A Visitor who parks in the designated visitor car park must display a notice on its Vehicle which includes:

- (a) the Visitor's contact details, including a phone number, email and postal address; and
- (b) the full name and lot number of the Owner or Occupier who the Visitor is visiting.

Note - an Owner or Occupier's Vehicle can be towed from the Common Property if parked in contravention of these by-laws without the Body Corporate being first required to send a contravention notice or make a dispute resolution application.

6 Works

Requirement for approval

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

- (a) the Common Property; or
- (b) their Lot unless the works are of a cosmetic nature that:
 - (i) does not affect another Lot or the Common Property; or
 - (ii) cannot be seen from another Lot or the Common Property.

Conditions of approval

6.2 The Body Corporate may impose conditions of any approval under this by-law, which may include, but are not limited to:

- (a) the improvement must be substantially in accordance with the plans and specifications provided to the Body Corporate detailing the way the Owner or Occupier is to Alter the Lot or Common Property;
- (b) the way that the Owner or Occupier Alters the Lot or Common Property is:
 - (i) carried out by suitably qualified persons in accordance with any building requirements;
 - (ii) carried out as soon as reasonably practicable;
 - (iii) carried out in a way that does not cause a nuisance or unreasonable interference with Occupiers of other lots; and
 - (iv) suitably insured; and
- (c) the owner of the Lot must maintain any works in a good and structurally sound condition.
- (d) if the Alteration relates to Hard Flooring in a Prescribed Area:
 - (i) prior to the installation of the Hard Flooring, advice must be sought from a recognised acoustic consulting company to **(Initial Advice)**:
 - (A) obtain advice as to:



- i. suitable floor treatments to ensure that any Hard Flooring does not cause an unreasonable interference or nuisance to another Occupier (**Installation Requirements**); and
 - ii. the level of floor impact isolation rating required to ensure the Hard Flooring does not cause an unreasonable interference or nuisance to another Occupier (**Minimum Standard**); and
 - (B) determine the current level of floor impact isolation rating for the floor (**Current Standard**);
- (ii) the Owner must provide the Body Corporate a copy of the Initial Advice;
- (iii) any Hard Flooring must be installed with materials so as not to cause an unreasonable interference or nuisance to another Occupier and include the Installation Requirements;
- (iv) any Hard Flooring must meet the following requirements after the Hard Flooring is installed (**Required Standard**):
 - (A) for areas where Hard Flooring already exists - a floor impact isolation rating of at least the greater of:
 - i. the Minimum Standard; or
 - ii. the Current Standard; or
 - (B) for areas where Hard Flooring does not presently exist – a floor impact isolation rating of at least the Minimum Standard;
- (v) upon completion of the Hard Flooring installation:
 - (A) the Hard Flooring shall be further tested to ensure that Required Standard has been met (**Final Test**); and
 - (B) the Owner must provide the Body Corporate the results of the Final Test.

7 External appearance

- 7.1 The Owner or Occupier of a Lot must not, without the Body Corporate's written approval, do anything which changes the external appearance of the Lot (for example, the placement of an item or the hanging of washing on a balcony) which is visible from another Lot, the Common Property or from outside the Scheme.

8 Use of Lots

- 8.1 An Owner or Occupier must not, without the written approval of the Body Corporate, use their Lot:
- (a) for anything other than the purpose that the Lot was designed for; or
 - (b) if the owner or occupier of the Lot is not the Caretaking Service Contractor, in a way which competes with the Caretaking Service Contractor.

9 Obstruction

- 9.1 An Owner or Occupier must not, without the written approval of the Body Corporate:
- (a) obstruct the Common Property;
 - (b) place items on, or use for storage, the Common Property;
 - (c) exclusively use the Common Property without an authorising exclusive use by-law.

10 Auctions

- 10.1 An Owner must not, without the written approval of the Body Corporate, carry out an auction on their Lot or the Common Property.

11 Garage sale

- 11.1 An Occupier must not, without the written approval of the Body Corporate, carry out a garage sale on their Lot or the Common Property.

12 Body Corporate contractors

- 12.1 An Owner or Occupier must not, without the written approval of the Body Corporate, provide instructions to contractors of the Body Corporate.

13 Animals

Requirement for approval

- 13.1 An Owner or Occupier must not, without the written approval of the Body Corporate, bring or keep an animal in their Lot or the Common Property.

Conditions of approval

- 13.2 The Body Corporate may impose conditions of any approval under this by-law, which may include, but are not limited to:
- (a) the Owner or Occupier must ensure that when passing through Common Property, the animal is suitably restrained or carried;
 - (b) the animal must be registered with the council, if the animal is a type that allows council registration;
 - (c) the animal is kept within the Lot and not allowed to roam the Common Property;
 - (d) the Owner or Occupier must immediately pick up and dispose of any animal waste left on the Common Property; and
 - (e) the animal must carry an identification tag with the Owner or Occupier's details.

14 Waste

- 14.1 An Owner or Occupier must not, without the written approval of the Body Corporate:
- (a) leave waste on the Common Property other than in a designated waste bin designed for keeping the type of waste being disposed of;
 - (b) overfill a designated waste bin; or
 - (c) dispose of waste in a way which is not placed in a securely fastened and sufficiently durable bag, so as to reach the garbage bin without breaking open;
 - (d) deposit any of the following items into any garbage chute:
 - (i) glass;
 - (ii) cardboard;
 - (iii) boxes (e.g. pizza boxes, delivery boxes);

- (iv) long items (i.e. over 30cm length);
- (v) blankets, bedding, linens;
- (vi) styrofoam packaging, foam beads, packing peanuts.

15 Letterbox

- 15.1 An Owner or Occupier must not, without the written approval of the:
- (a) Body Corporate, use or interfere with a letterbox designated for the Body Corporate; or
 - (b) other relevant Lot Occupier, use or interfere with a letterbox designated for another Lot.

16 Access keys

- 16.1 An Owner or Occupier must not, without the written approval of the Body Corporate:
- (a) interfere, tamper or copy an access key for the Common Property or a Lot; or
 - (b) use an access key for which they are not authorised to use.

17 Restricted areas

- 17.1 An Owner or Occupier must not, without the written approval of the Body Corporate, access an area that has been restricted by the Body Corporate.

This includes the rooftop of the building and the cupboards located on common property labelled "Service Cupboards"

18 Use of utility infrastructure

- 18.1 An Owner or Occupier shall not, without the prior approval of the Body Corporate, use or interfere with any utility infrastructure.

For example - electrical outlets for purposes associated with the charging of electric Vehicles.

Structure of the scheme

19 Layered arrangement

- 19.1 Owners and Occupiers must comply with the by-laws for the principal body corporate to the extent they apply to the Scheme.

20 Building Management Statement

- 20.1 An Owner or Occupier must not, without the written approval of the Body Corporate, do anything which places the Body Corporate in breach of the building management statement that the Body Corporate is a party to.

21 Council and development restrictions

- 21.1 in accordance with conditions 149 and 156 of the development approval for the Scheme (Council reference A003456136):

- (a) 149) Community Management Statement

Any and all Community Management Statement (s) for the site are to contain the following information:

(b) 149(a) Communal Areas

The common areas, pool, BBQ areas, stairs, internal footpaths/pedestrian circulation routes and adjoining landscaping, lobbies, visitor car parks and bin storage areas as shown on the approved plans of layout shall form part of the common property and shall not be designated for the exclusive use of any unit.

(c) 149(b) Vehicular Spaces

Access driveway to any visitor car bay is not to be fitted with any roller door, gate or similar device preventing access to any visitor car bay, except after hours for security purposes and with the aid of an intercom to facilitate access of bona fide visitors. The remaining carapaces inclusive of service vehicle areas are to be used only for parking by the owners/occupiers/customers of the retail, office and residential units; and may be designated for the exclusive use of a retail, office and residential unit. Because Stage 2A provides a common visitor parking facility for the Stages 2A, 2B, 3A and 3B, provide car parking allocation in accordance with the approved plans.

(d) 149(c) Collection of Refuse

(i) Internal collection of refuse and recyclables remains the responsibility of the Body Corporate/ Tenants of the development. All refuse is to be stored internally in the basement storage areas.

(ii) Collection of the refuse and recyclables is to occur in accordance with an agreement for refuse collection with Council's City Waste Services. Bins are to be transferred to the ground level collection point on collection day and returned to the basement storage point on the same day.

(iii) Maintain an appropriately screened area for the storage and collection of refuse, including recyclables, in a position which is accessible to service vehicles on the site.

(e) 149(d) Landscaping

On-site landscaping is to be maintained generally in accordance with the approved plans.

(f) 149(e) CMS By-Laws.

Any Community Management Statement is to contain by-laws which reflect the requirements of these conditions.

(g) 149(f) Advise Purchasers

Any and all potential purchasers are to be advised of the above requirements prior to purchase of any unit.

(h) 156 Balconies and Terraces to Remain Unenclosed

All balconies and terraces shown on the approved drawings and documents, are to remain unenclosed with no shutters, glazing, louvres or similar permanent fixtures other than those consistent with the relevant "Brisbane City Plan 2000 - Residential Code" and/or clearly depicted on the approved drawings.

Facilities

22 Meeting room

Booking

- 22.1 An Owner or Occupier must not, without an Approved Booking, use the meeting room to the exclusion of other Owners and Occupiers.

Without a booking

- 22.2 An Owner or Occupier may use the meeting room on the conditions that the use does not:
- (a) conflict with an Approved Booking;
 - (b) exclude other Owners and Occupiers unless the use is consistent with an Approved Booking;
 - (c) cause damage to the meeting room; and
 - (d) leave the area unclean and untidy after use.

Exclusive use**23 Exclusive use - car parking and storage**

- 23.1 Owners are entitled to the exclusive use of that part of the Common Property or an asset of the Body Corporate presently identified in Schedule E or as allocated by the Original Owner (or a solicitor acting on behalf of the Original Owner as the Original Owner's agent) and notified to the Body Corporate during the period ending 1 year after the recording of this CMS for the purposes of section 174 of the Act for the purposes of car parking or storage as described in Schedule E.
- 23.2 Car spaces which have storage areas adjacent to them to which there is no means of access other than through the car space may only be reallocated under an agreed allocation under section 171(3)(b)(ii) of the Act if the storage area is also subject to the agreed allocation so that, at all times, there is a lawful means of access to the storage area.
- 23.3 Tandem car spaces (whereby there is no means of access other than through the adjoining tandem car space) may only be reallocated under an agreed allocation under section 171 (3)(b)(ii) of the Act if the adjoining tandem car space is also subject to the agreed allocation so that, at all times, there is a lawful means of access to the car space.
- 23.4 For the purposes of section 171 (3)(b)(i) of the Act, an allocation under this By-Law may be revoked, but only if the Owner of the Lot agrees in writing before the revocation.

24 What car spaces and storage areas can be used for

- 24.1 All car spaces must:
- (a) only be used for the parking of a single Motor Vehicle in each parking bay;
 - (b) not be used for the parking of any Heavy Vehicle;
 - (c) not be used for storage, except storage of household furniture and residential belongings in a storage area allocated for that purpose.
- 24.2 An Owner of Occupier having the exclusive use of a car space:
- (a) must ensure that any Motor Vehicle on the car space is in sound mechanical condition;
 - (b) cannot without the prior written consent of the Committee, enclose a car space or install any improvements on the car space.
- 24.3 All storage areas may only be used for of household furniture and residential belongings [save an except for any areas allocated for use by a Service Contractor or Letting Agent which may be used for storage in connection with such activities].

25 Exclusive use – gardens

- 25.1 Owners are entitled to the exclusive use of that part of Common Property presently identified in Schedule E or as allocated by the Original Owner (or a solicitor acting on behalf of the Original Owner as the Original Owner's agent) and notified to the Body Corporate during the period ending 1 year after the recording of this CMS for the purposes of section 174 of the Act for the purposes of a garden area.
- 25.2 For the purposes of section 171(3)(b)(i) of the Act, an allocation under this By-Law may be revoked, but only if the Owner of the Lot agrees in writing before the revocation.

26 What gardens can be used for

- 26.1 Exclusive use areas under this By-Law may only be used for normal residential landscaping purposes.

27 Other rules applying to exclusive use areas

- 27.1 An Owner or Occupier who has the exclusive use a car space, storage or garden area ("exclusive use areas") must not:
- (a) litter or deposit rubbish on the exclusive use area;
 - (b) store any hazardous substance on the exclusive use area;
 - (c) use the exclusive use area in a way that may crease a nuisance to any other person.

28 Maintenance of exclusive use areas

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

- (i) Must keep the area in a clean and tidy condition and free from weeds, pests and vermin [if the Owner or Occupier fails to do so the Body Corporate may arrange specialist pest treatment (in addition to any regular pest treatment)];
 - (ii) allow the Body Corporate reasonable access to the area for the purposes of this By-Law;
 - (iii) not install any fixtures or fittings, or store any item in the area, without the permission of the Committee;
 - (iv) keep the landscaping in the area in good condition, including by replacing any plants with similar plants in keeping with the original landscaping of the Common Property [if the Owner or Occupier fails to do so the Body Corporate may arrange the same with the Costs and the Body Corporate can charge the relevant Owner or Occupier the Cost];
- (b) Body Corporate must:
- (i) maintain utility infrastructure;
 - (ii) maintain the structure generally [but if any such maintenance is required due to damage caused by an Owner or Occupier (other than fair wear and tear) the Body Corporate can charge the relevant Owner or Occupier the Cost of the same].

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

STATUTORY EASEMENTS - Lots affects by statutory easements are:

Easements for lateral or subjacent support	Common Property Lots 101-103, 201-208, 301-313, 401-413, 501-513, 601-613, 701-713, 801-813, 901-913 on SP253365
Easements for utility services and utility infrastructure	Common Property Lots 101-103, 201-208, 301-313, 401-413, 501-513, 601-613, 701-713, 801-813, 901-913 on SP253365
Easements for shelter	Common Property Lots 101-103, 201-208, 301-313, 401-413, 501-513, 601-613, 701-713, 801-813, 901-913 on SP253365
Easements for projections	-
Easements for maintenance of buildings close to boundaries	-

SERVICES LOCATION DIAGRAM - A Services Location Diagram is not required as the Scheme Land is a volumetric lot.

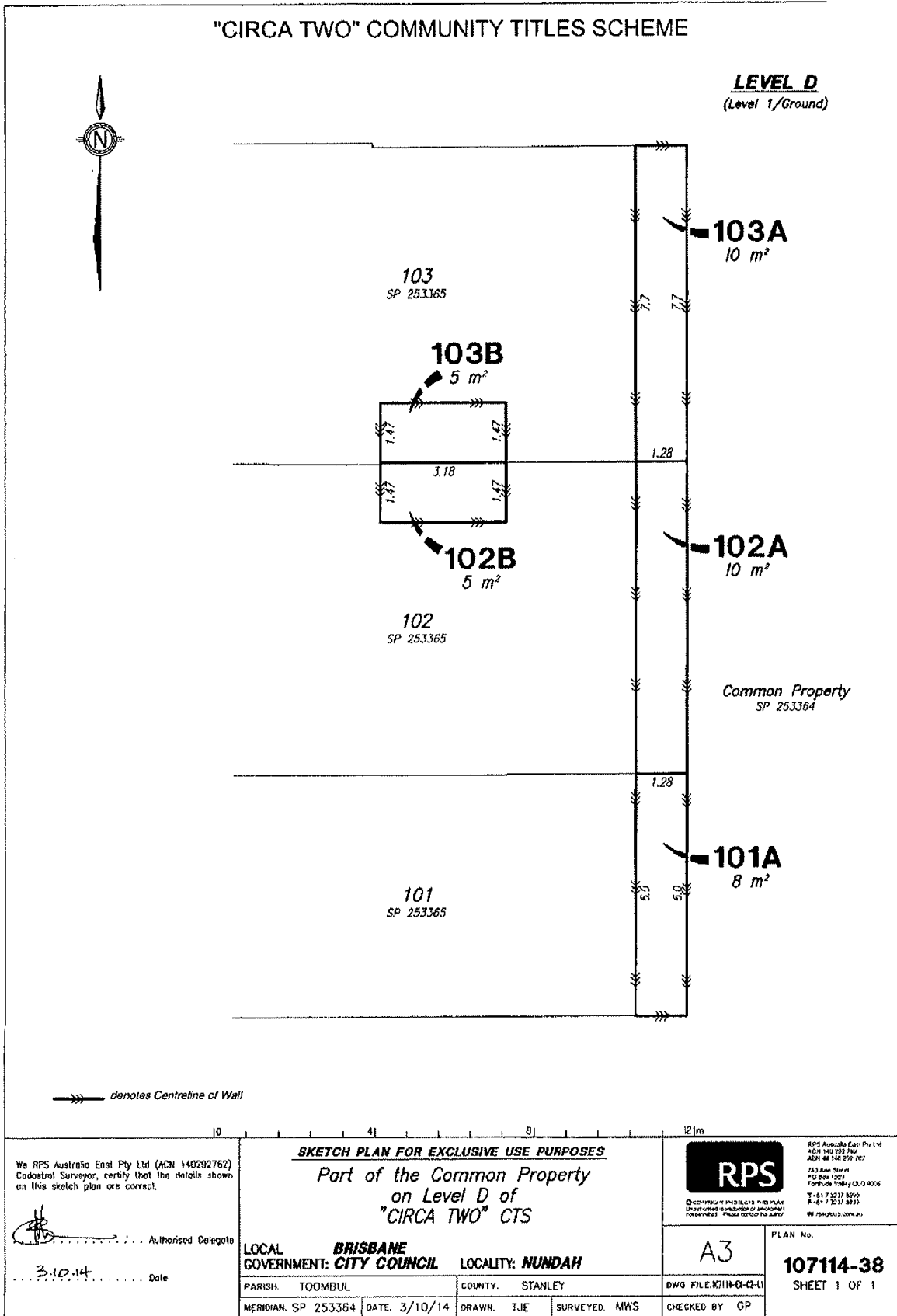
SCHEDULE E DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY

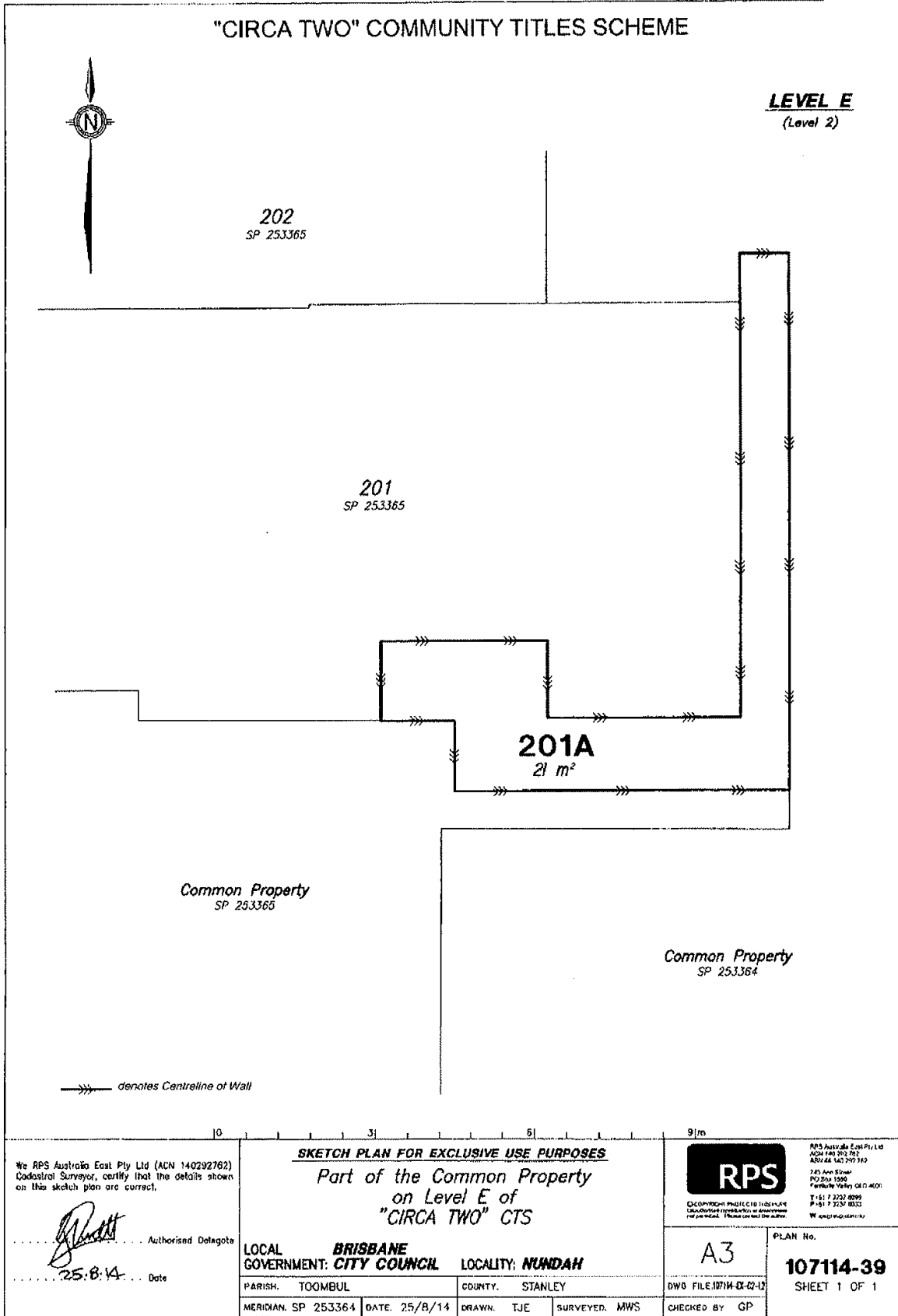
Lot on Plan	Purpose – gardens space(s)
Lot 101 on SP253365	101A
Lot 102 on SP253365	102A and 102B
Lot 103 on SP253365	103A and 103B
Lot 201 on SP253365	201A
Lot 301 on SP253365	301A and 301B
Lot 302 on SP253365	302A and 302B
Lot 303 on SP253365	303A
Lot 304 on SP253365	304A

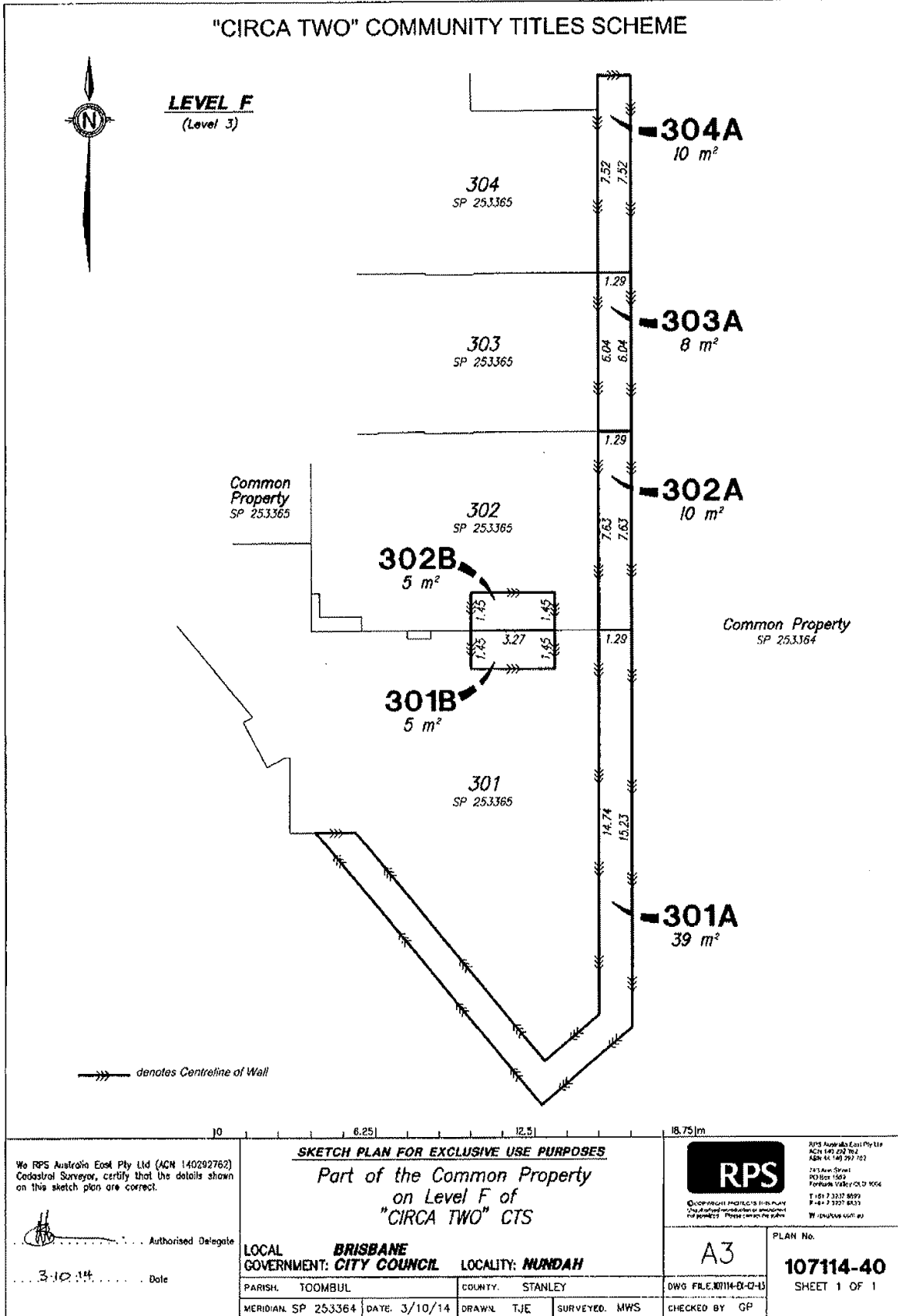
Lot on Plan	Purpose – car parking space(s)	Purpose – storage space(s)
Lot 101 on SP253365	C86	
Lot 102 on SP253365	C22	
Lot 103 on SP253365	C26	S8

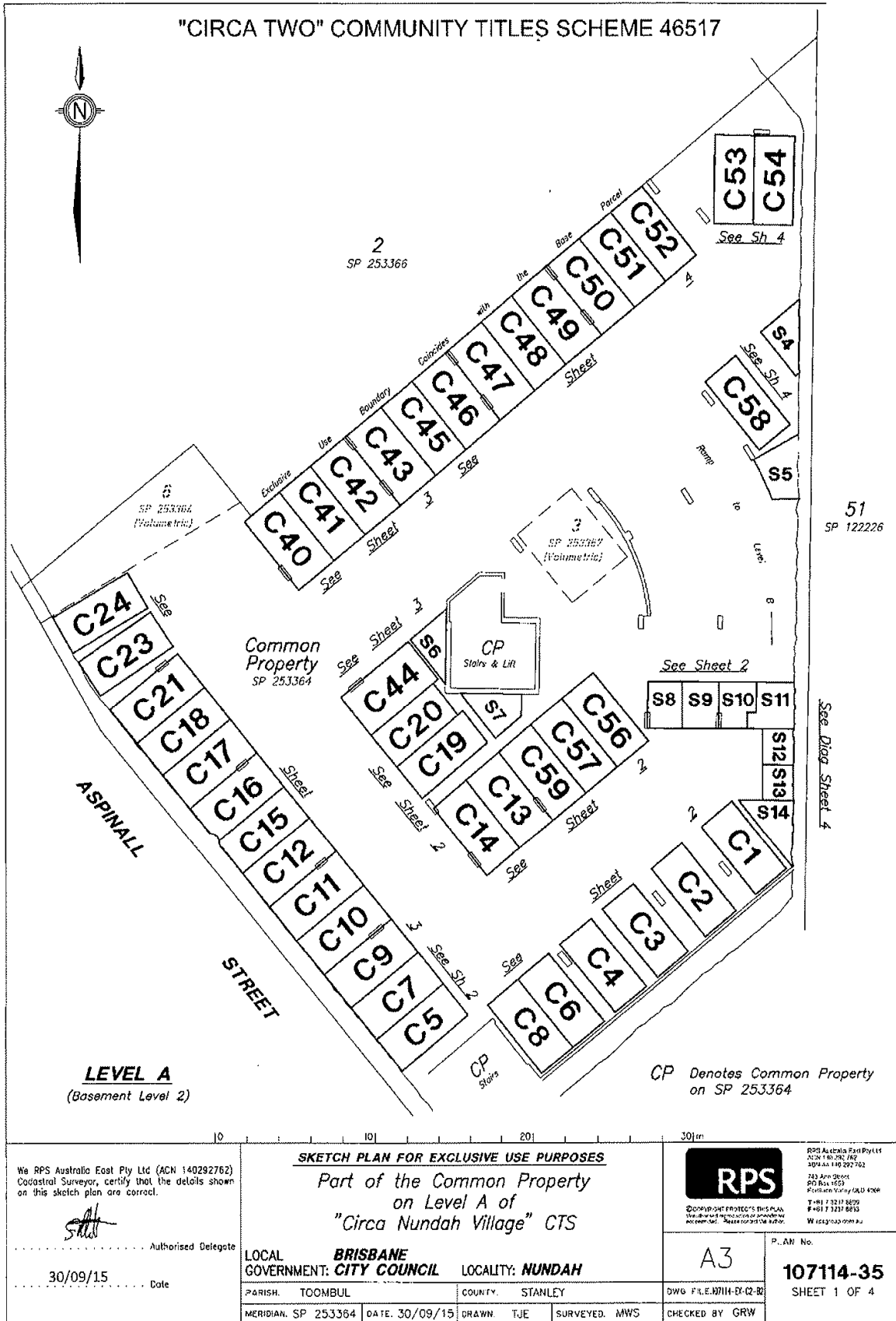
Lot on Plan	Purpose – car parking space(s)	Purpose – storage space(s)
Lot 201 on SP253365	C93	
Lot 202 on SP253365	C63	
Lot 203 on SP253365	C70	
Lot 204 on SP253365	C25	
Lot 205 on SP253365	C85	
Lot 206 on SP253365	C28	
Lot 207 on SP253365	C68	
Lot 208 on SP253365	C27	
Lot 301 on SP253365	C1	
Lot 302 on SP253365	C101	
Lot 303 on SP253365	C96	
Lot 304 on SP253365	C29	
Lot 305 on SP253365	C71	
Lot 306 on SP253365	C66	
Lot 307 on SP253365	C72	
Lot 308 on SP253365	C100	
Lot 309 on SP253365	C73	
Lot 310 on SP253365	C14	
Lot 311 on SP253365	C65	
Lot 312 on SP253365	C61	
Lot 313 on SP253365	C91	
Lot 401 on SP253365	C19	S7
Lot 402 on SP253365	C74	
Lot 403 on SP253365	C67	
Lot 404 on SP253365	C75	
Lot 405 on SP253365	C76	
Lot 406 on SP253365	C77	
Lot 407 on SP253365	C78	
Lot 408 on SP253365	C55	
Lot 409 on SP253365	C79	
Lot 410 on SP253365	C13	S12
Lot 411 on SP253365	C62	
Lot 412 on SP253365	C69	
Lot 413 on SP253365	C56	
Lot 501 on SP253365	C44	
Lot 502 on SP253365	C5	
Lot 503 on SP253365	C60	
Lot 504 on SP253365	C6	
Lot 505 on SP253365	C7	
Lot 506 on SP253365	C36	
Lot 507 on SP253365	C9	
Lot 508 on SP253365	C84	
Lot 509 on SP253365	C10	
Lot 510 on SP253365	C59	S6
Lot 511 on SP253365	C11	
Lot 512 on SP253365	C12	
Lot 513 on SP253365	C39	
Lot 601 on SP253365	C103	
Lot 602 on SP253365	C97	
Lot 603 on SP253365	C35	
Lot 604 on SP253365	C15	
Lot 605 on SP253365	C16	S9
Lot 606 on SP253365	C64	
Lot 607 on SP253365	C17	
Lot 608 on SP253365	C89	
Lot 609 on SP253365	C18	
Lot 610 on SP253365	C81	
Lot 611 on SP253365	C99	S4

Lot on Plan	Purpose – car parking space(s)	Purpose – storage space(s)
Lot 612 on SP253365	C98	S10
Lot 613 on SP253365	C38	
Lot 701 on SP253365	C4	S13 and S14
Lot 702 on SP253365	C21	
Lot 703 on SP253365	C40	
Lot 704 on SP253365	C23	
Lot 705 on SP253365	C24	
Lot 706 on SP253365	C41	
Lot 707 on SP253365	C42	
Lot 708 on SP253365	C80	
Lot 709 on SP253365	C43	
Lot 710 on SP253365	C83	
Lot 711 on SP253365	C8	S5
Lot 712 on SP253365	C53	
Lot 713 on SP253365	C37	S11
Lot 801 on SP253365	C3	
Lot 802 on SP253365	C45	
Lot 803 on SP253365	C90	
Lot 804 on SP253365	C46	
Lot 805 on SP253365	C47	
Lot 806 on SP253365	C51	
Lot 807 on SP253365	C48	
Lot 808 on SP253365	C87	
Lot 809 on SP253365	C49	
Lot 810 on SP253365	C31	
Lot 811 on SP253365	C95	
Lot 812 on SP253365	C54	
Lot 813 on SP253365	C58	
Lot 901 on SP253365	C2	
Lot 902 on SP253365	C50	
Lot 903 on SP253365	C92	
Lot 904 on SP253365	C34	
Lot 905 on SP253365	C104	
Lot 906 on SP253365	C88	
Lot 907 on SP253365	C20	
Lot 908 on SP253365	C82	
Lot 909 on SP253365	C102	
Lot 910 on SP253365	C30	
Lot 911 on SP253365	C52	
Lot 912 on SP253365	C94	
Lot 913 on SP253365	C57	

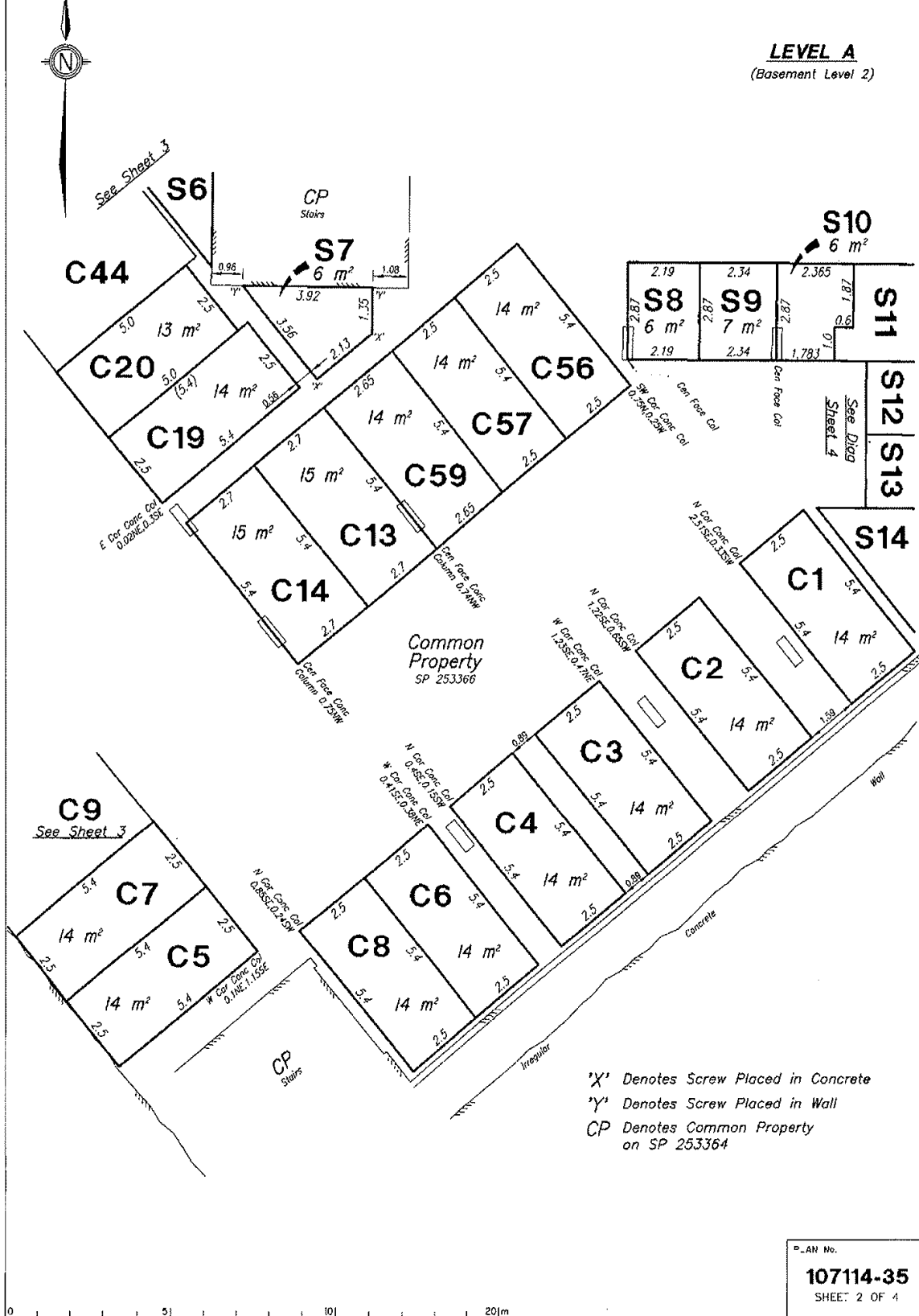


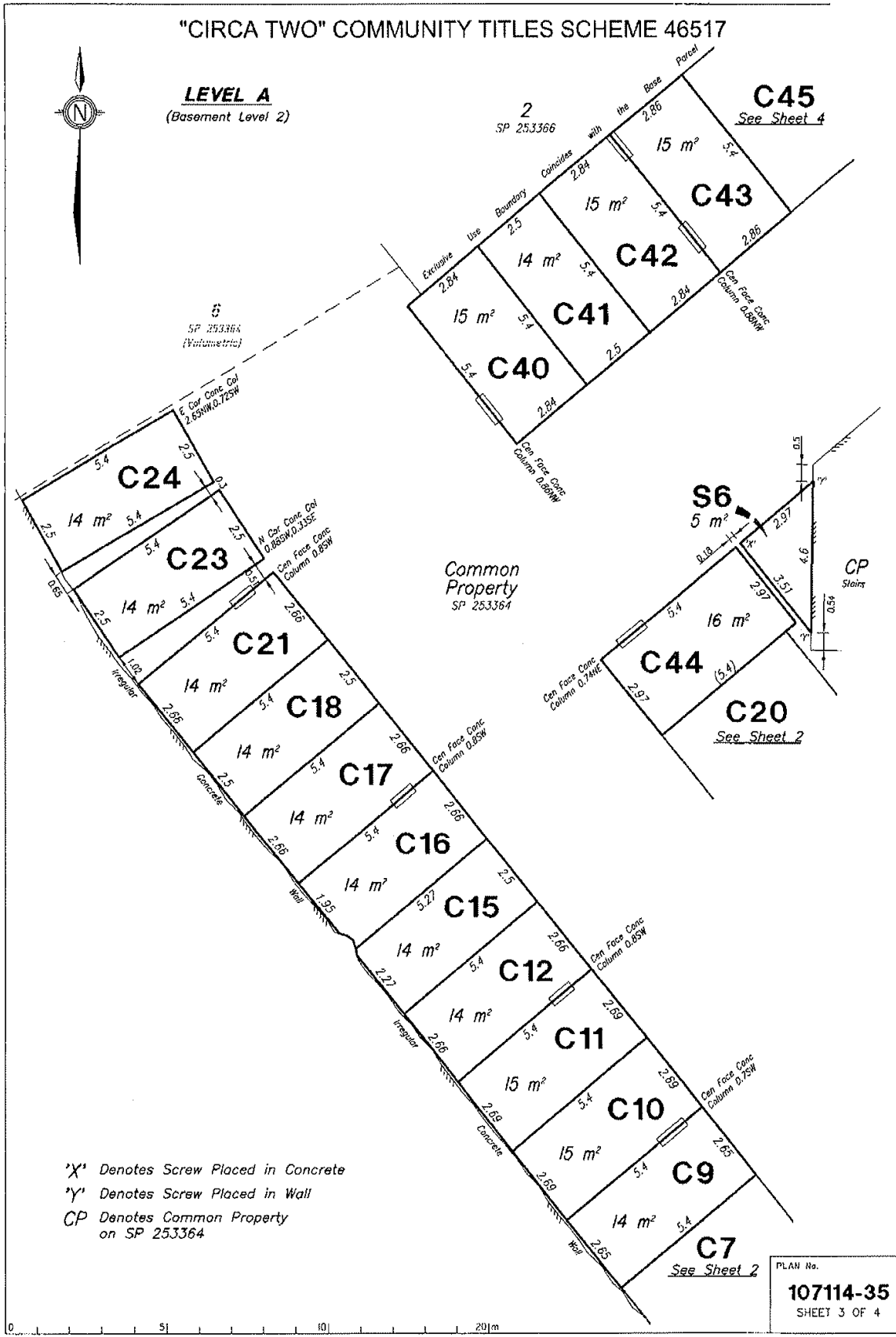


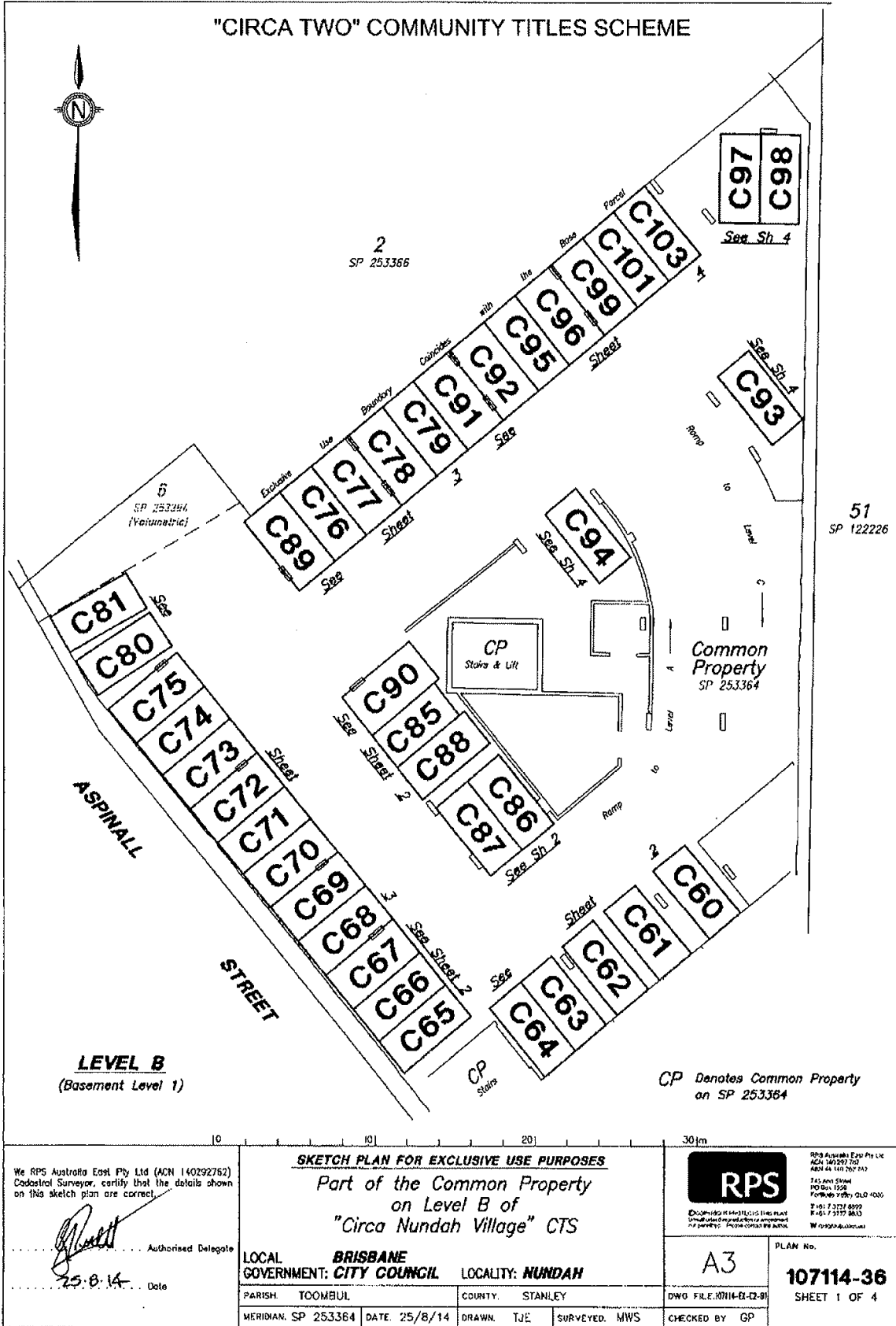




"CIRCA TWO" COMMUNITY TITLES SCHEME 46517

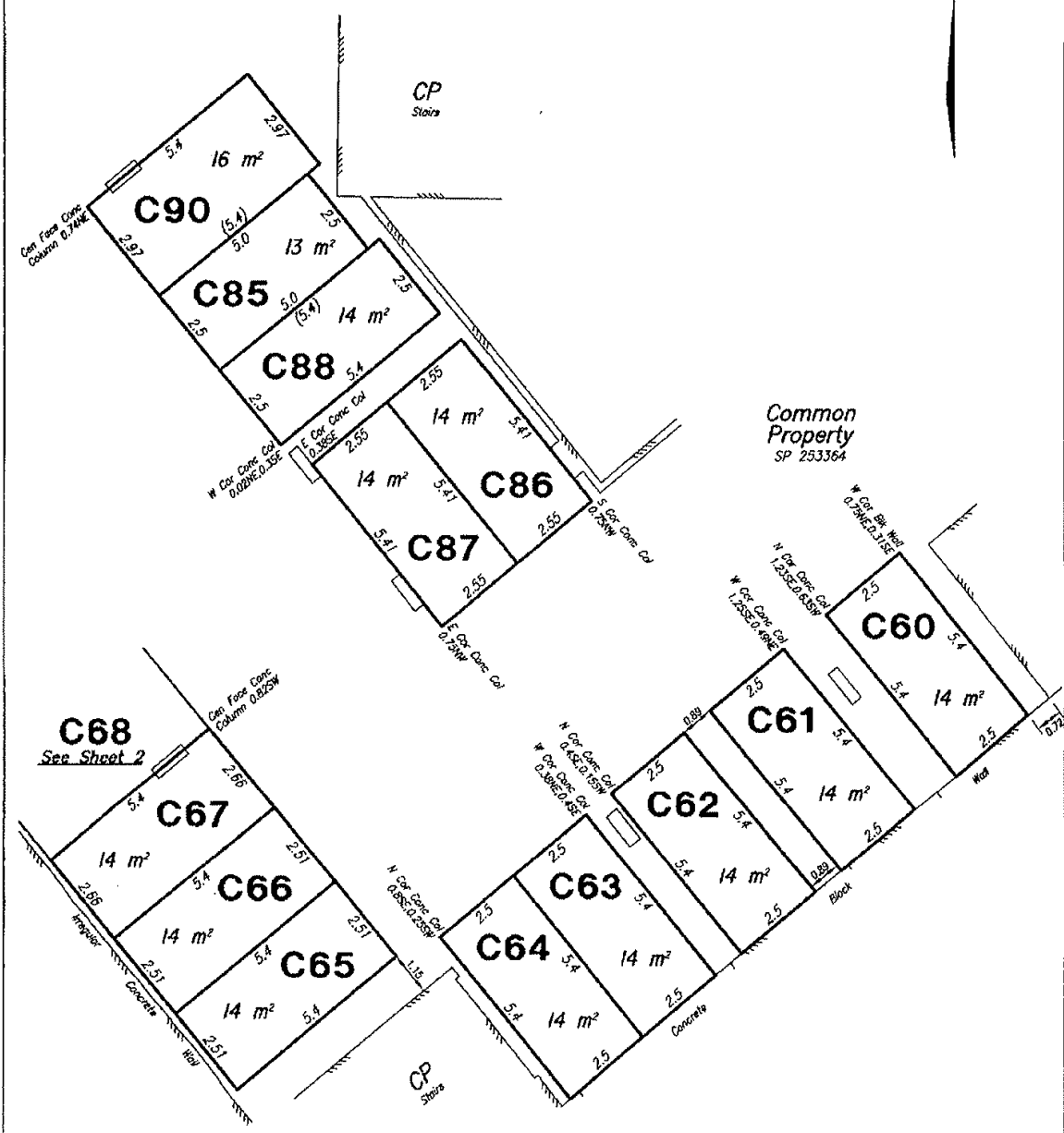






"CIRCA TWO" COMMUNITY TITLES SCHEME

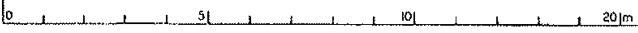
LEVEL B
(Basement Level 1)

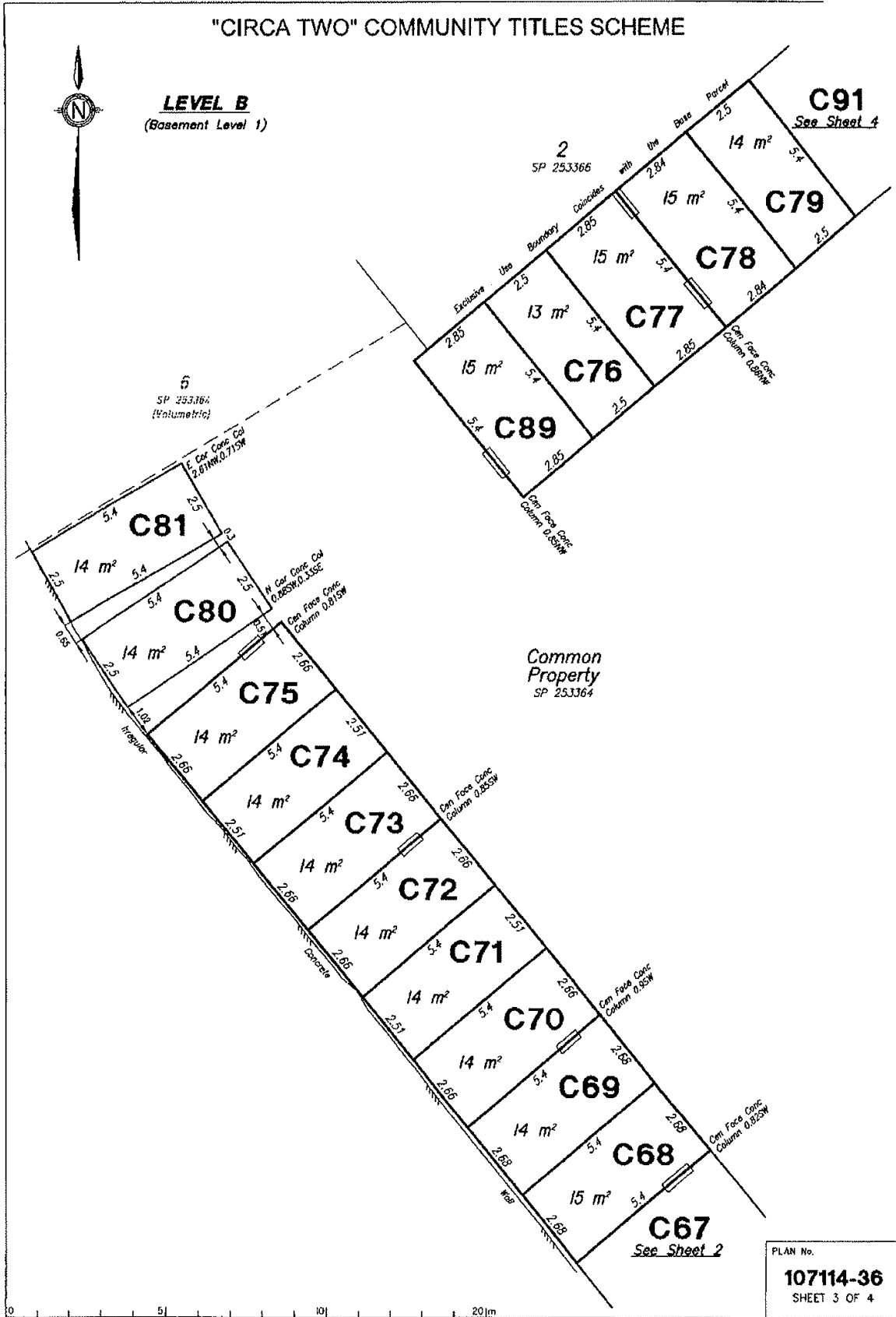


C68
See Sheet 2

CP Denotes Common Property
on SP 253364

PLAN No.
107114-36
SHEET 2 OF 4

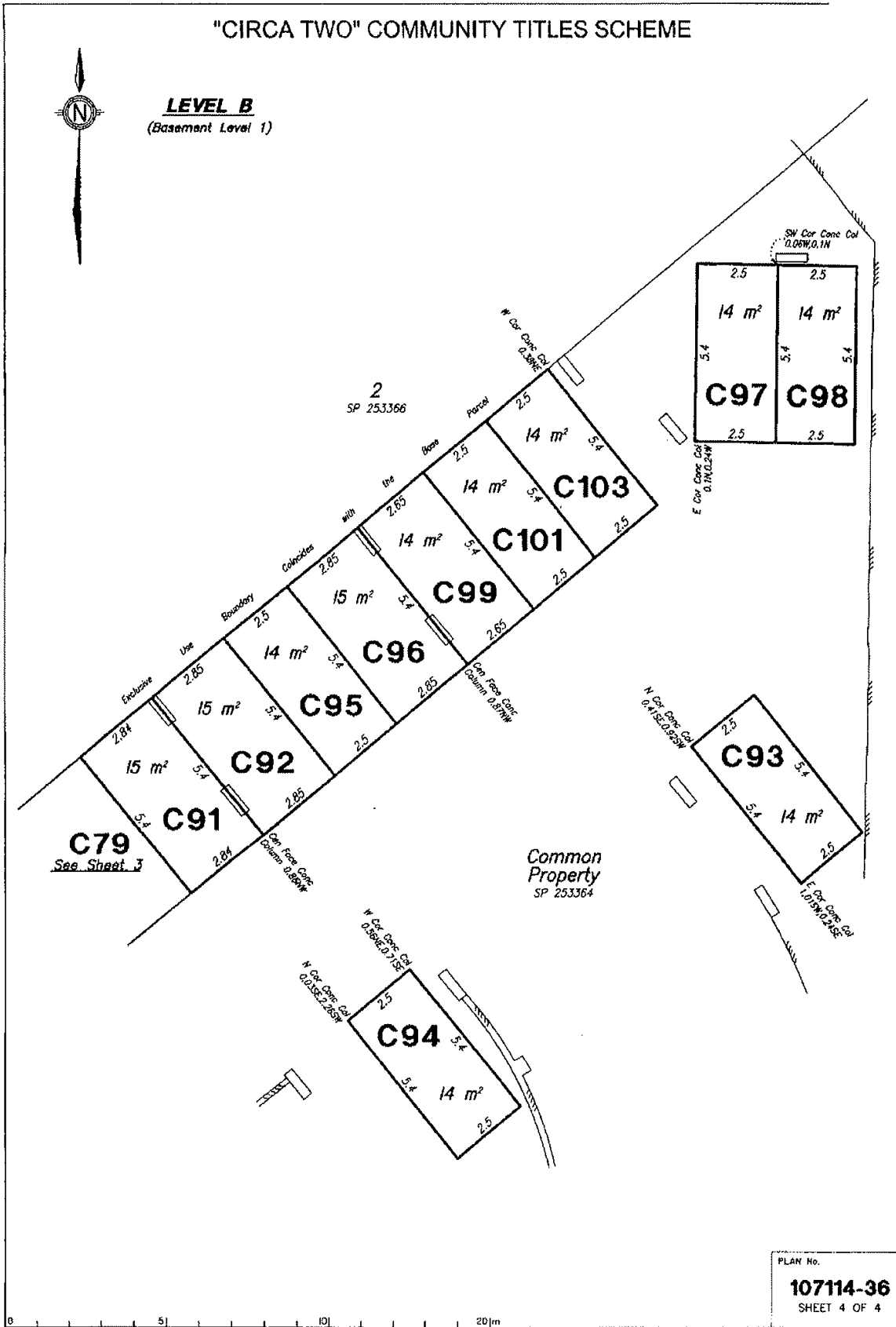




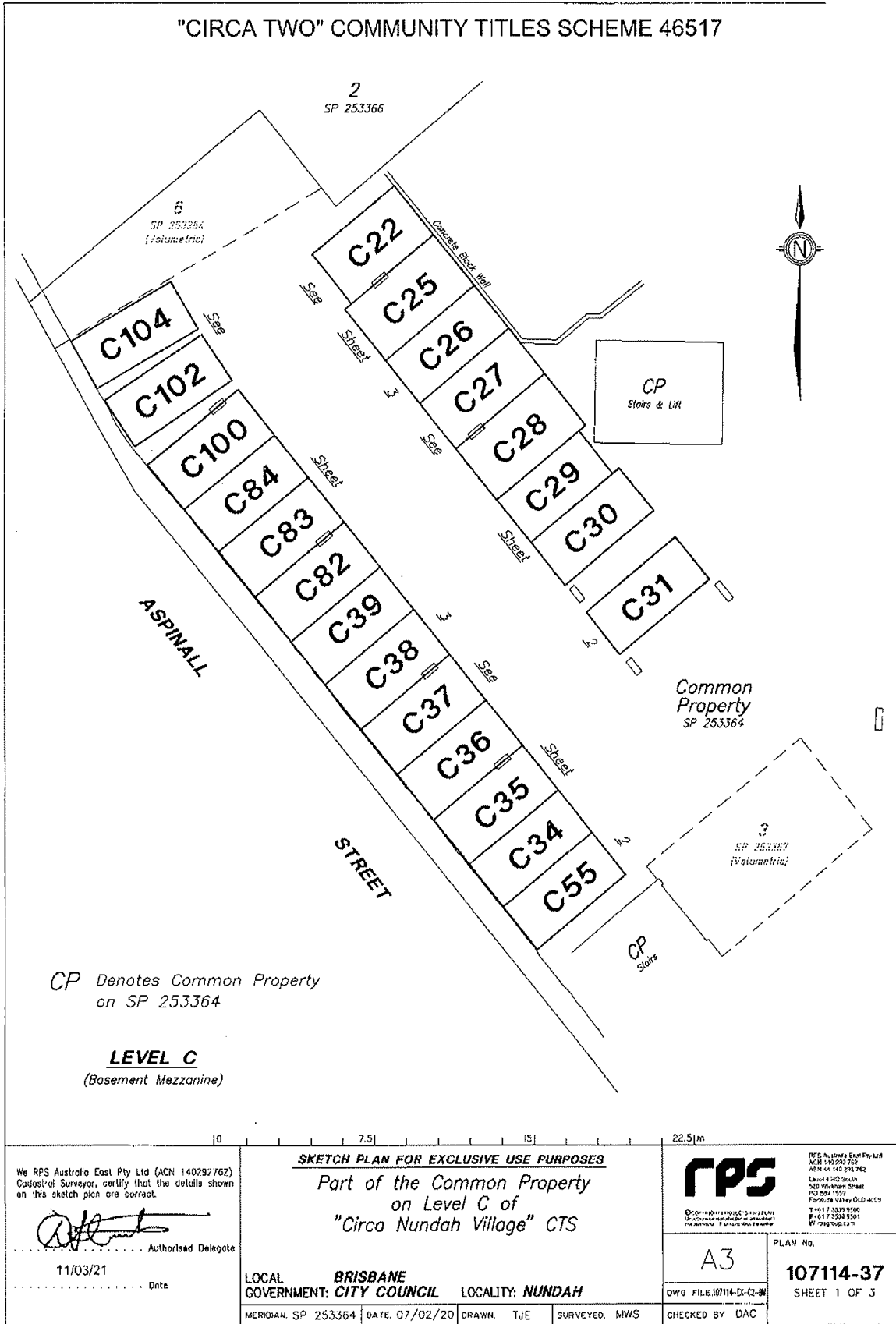
"CIRCA TWO" COMMUNITY TITLES SCHEME



LEVEL B
(Basement Level 1)



PLAN No.
107114-36
SHEET 4 OF 4



CP Denotes Common Property on SP 253364

LEVEL C
(Basement Mezzanine)

We RPS Australia East Pty Ltd (ACN 140292762) as a Chartered Surveyor, certify that the details shown on this sketch plan are correct.

[Signature]
..... Authorized Delegate

11/03/21
..... Date

SKETCH PLAN FOR EXCLUSIVE USE PURPOSES

Part of the Common Property
on Level C of
"Circa Nundah Village" CTS

LOCAL GOVERNMENT: **BRISBANE CITY COUNCIL** LOCALITY: **NUNDAH**

MERIDIAN: SP 253364 | DATE: 07/02/20 | DRAWN: TJE | SURVEYED: MWS



RPS Australia East Pty Ltd
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ABN 44 140 292 762
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W www.rps.com.au

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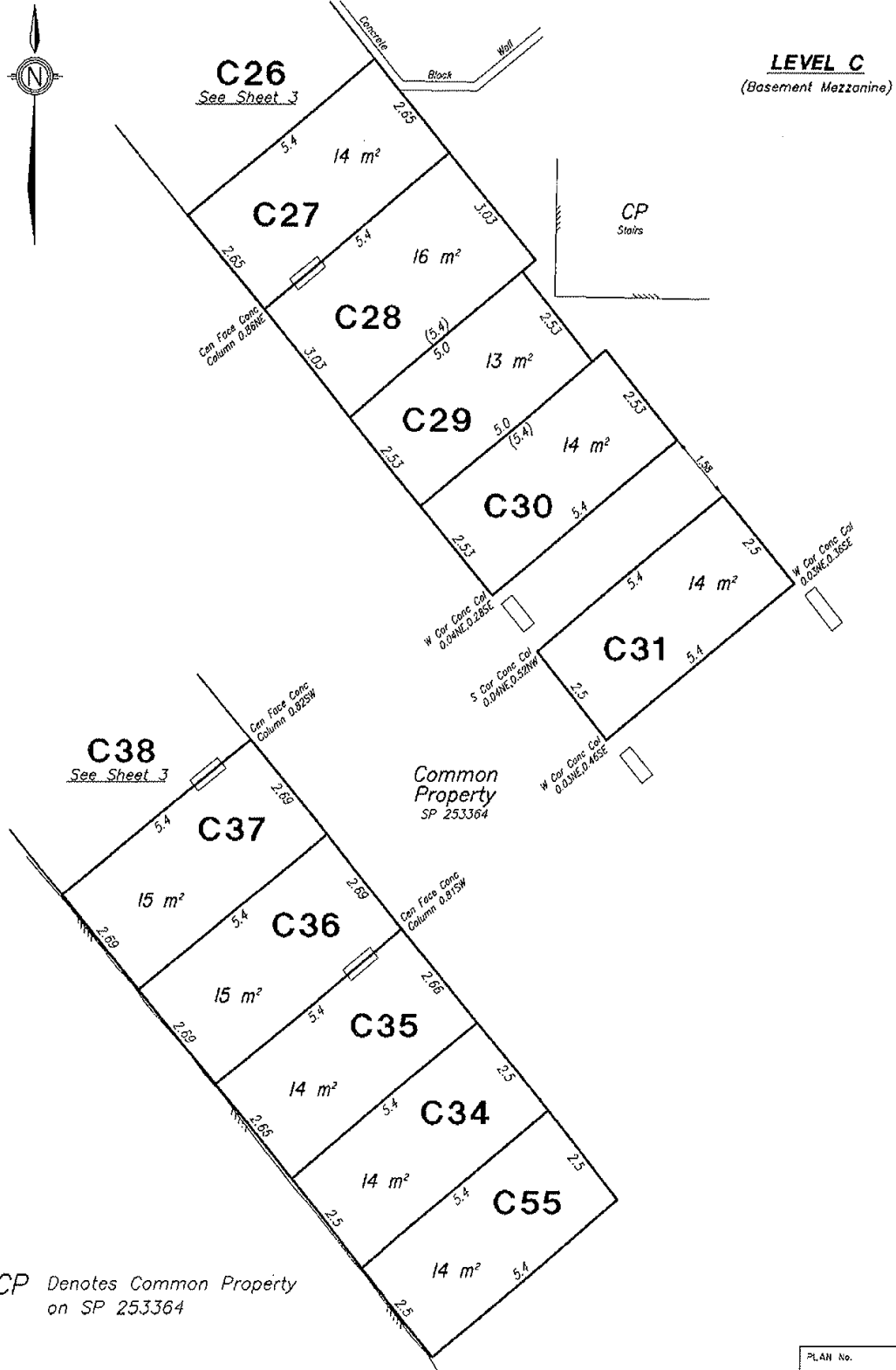
A3

PLAN No.
107114-37
SHEET 1 OF 3

DWG FILE: 107114-DX-C2-30

CHECKED BY: DAC

"CIRCA TWO" COMMUNITY TITLES SCHEME 46517



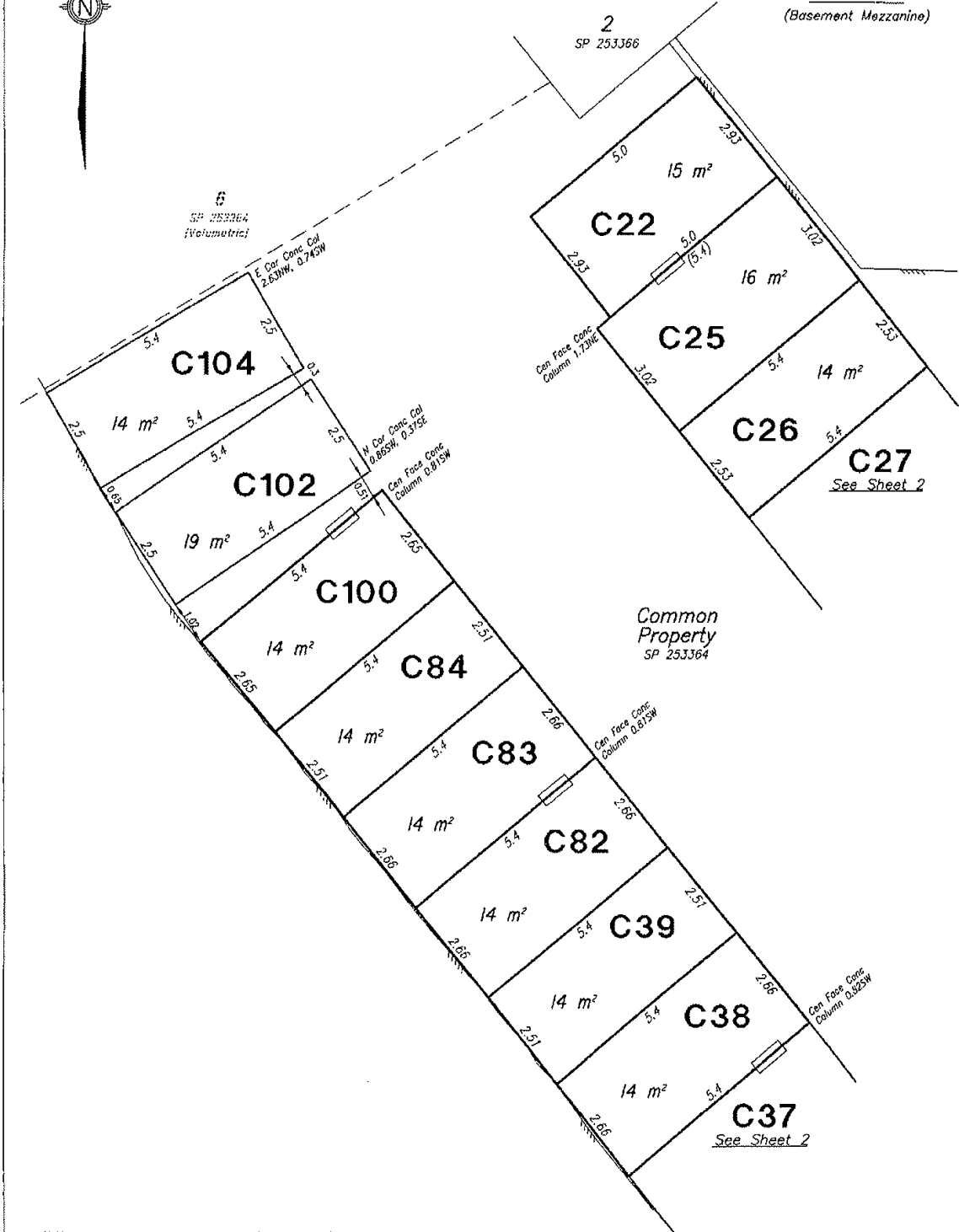
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PLAN No.
107114-37
SHEET 2 OF 3

"CIRCA TWO" COMMUNITY TITLES SCHEME 46517



LEVEL C
(Basement Mezzanine)



'X' Denotes Screw Placed in Concrete
'Y' Denotes Screw Placed in Wall

PLAN No.
107114-37
SHEET 3 OF 3

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008

Part 1 Tenancy information

Item 1 1.1 Lessor

Name/trading name Brett & Vanessa Cooper C/O Property Solutions Place

Address

C/O Lazy Daze Pty Ltd ATF DB Management Trust T/A Property Solutions Place

Shop 8/1 Aspinall Street, Nundah

WA

Postcode 4012

1.2 Phone

Mobile

ABN (optional)

0499 188 242

Email

propertysolutionsplace@email.propertyme.com

*Note - Item 1.2 is optional.***Item 2** 2.1 Tenant/s

1. Full name/s Paul Adrian Hughes

Phone 0412525345

Email pauly@powerup.com.au

Emergency contact full name/s

Emergency contact phone

Emergency contact email

2. Full name/s

Phone

Email

Emergency contact full name/s

Emergency contact phone

Emergency contact email

3. Full name/s

Phone

Email

Emergency contact full name/s

Emergency contact phone

Emergency contact email

2.2 Address for service (if different from address of the premises in item 5.1) Attach a separate list

Item 2.2 is optional. See clause 48(4).

Item 3 3.1 Lessor's agent If applicable.

Full name/trading name Lazy Daze Pty Ltd ATF DB Management Trust T/A Property Solutions Place

Address

Shop 8/1 Aspinall St

Nundah, QLD

Nundah

QLD

Postcode 4012

3.2 Phone

Mobile

ABN (optional)

0499 188 242

61100236691

Email

propertysolutionsplace@email.propertyme.com

Note: Item 3.2 is optional.

General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



Item 4 Notices may be given to

(Indicate if the email is different from item 1, 2 or 3 above)

4.1 Lessor

Email Yes No []

Text Message Yes No [] Facsimile Yes No []

4.2 Tenant/s

Email Yes No pauly@powerup.com.au

Text Message Yes No [] Facsimile Yes No []

4.3 Agent

Email Yes No propertysolutionsplace@email.propertyme.com

Text Message Yes No [] Facsimile Yes No []

Item 5 5.1 Address of the rental premises

705/16 Aspinall St
Nundah QLD Postcode 4012

5.2 Inclusions provided. For example, furniture or other household goods let with the premises. Attach list if necessary

As Per Entry Condition Report

5.3 Details of current repair orders for the rental premises or inclusions

Nil

Item 6 6.1 The term of the agreement is fixed term agreement periodic agreement

6.2 Starting on 8 / 12 / 2025 **6.3 Ending on** 7 / 12 / 2026

See clause 4(2) Fixed term agreements only. For continuation of tenancy agreement, see clause 6

Item 7 Rent \$ 630.00 per weekly fortnightly monthly See clause 8(1)

Item 8 Rent must be paid on the Monday day of each week
Insert day. See clause 8(2) Insert week, fortnight or month

Item 9 Methods of rent payment Insert the ways the rent must be paid. See clause 8(3)(a)

Method 1	DIRECT Credit
Method 2	Direct Debit

Details for direct credit

BSB no. 084 004 Bank/building society/credit union NATIONAL AUSTRALIA BANK
Account no. 265482084 Account name Lazy Daze Pty Ltd Trust Account
Payment reference 1742000399



General tenancy agreement (Form 18a)

Residential Tenancies and Rooming Accommodation Act 2008



Item 10 Place of rent payment Insert where the rent must be paid. Item 10 is optional. See clause 8(6) to (8)

NAB VIA PROPERTY SOLUTIONS PLACE

Item 11 Day of last rent increase Insert the day the rent was last increased for the premises

08 / 12 / 2024

Note: The lessor/lessor's agent must not increase, or propose to increase, the rent payable by a tenant less than 12 months after the last rent increase for the residential premises. Rent increase requirements do not apply to exempt lessors. The Act provides definitions for an exempt lessor.

Item 12 Rental bond amount \$ 2,520.00 See clause 13

Item 13 13.1 The services supplied to the premises for which the tenant must pay See clause 16

Electricity Yes No Any other service that a tenant must pay Yes No
 Gas Yes No Type See special terms (page 12)
 Phone Yes No

13.2 Is the tenant to pay for water supplied to the premises See clause 17

Yes No

Item 14 If the premises is not individually metered for a service under item 13.1, the apportionment of the cost of the service for which the tenant must pay.

For example, insert the percentage of the total charge the tenant must pay. See clause 16(c)

Electricity Any other service stated in item 13.1
 Gas See special terms (page 12)
 Phone

Item 15 How services must be paid for Insert for each how the tenant must pay. See clause 16(d)

Electricity
 Gas
 Phone
 Any other service stated in item 13.1
 See special terms (page 12)

Item 16 Number of persons allowed to reside at the premises 1 See clause 22

Item 17 17.1 Are there any body corporate by-laws applicable to the occupation of the premises by a tenant? Yes No

17.2 Has the tenant been given a copy of the relevant by-laws See clause 23 Yes No

Item 18 18.1 Name and telephone number of the lessor's nominated repairer for each of the following repairs

Electrical repairs Phone
 Plumbing repairs Phone
 Other repairs Phone

18.2 Are the nominated repairers the tenant's first point of contact for notifying the need for emergency repairs? See clause 31(4)

Yes
 No - please provide lessor contact details below
 Name Phone

Item 19 The type and number of pets approved by the lessor to be kept at the premises See clauses 34 to 37

Type Number Type Number

For more information on what is defined as a pet and working dog visit the RTA's Renting with pets webpage.

Part 2 Standard Terms

Division 1 Preliminary

1 Interpretation

In this agreement –

- (a) a reference to *the premises* includes a reference to any inclusions for the premises stated in item 5.2; and
- (b) a reference to a numbered section is a reference to the section in the *Residential Tenancies and Rooming Accommodation Act 2008 (the Act)* with that number; and
- (c) a reference to a numbered item is a reference to the item with that number in part 1 of this agreement; and
- (d) a reference to a numbered clause is a reference to the clause of this agreement with that number.

2 Terms of a general tenancy agreement - ss 52 and 54-56

- (1) This part states, under section 55, the standard terms of a general tenancy agreement.
- (2) The Act also imposes duties on, and gives entitlements to, the lessor and tenant that are taken to be included as terms of this agreement.
- (3) The lessor and tenant may agree on other terms of this agreement (*special terms*).
- (4) A duty or entitlement under the Act overrides a standard term or special term if the term is inconsistent with the duty or entitlement.
- (5) A standard term overrides a special term if they are inconsistent.
- (6) Any body corporate by-laws that apply to the occupation of the premises by the tenant, for the time being in force, are taken to be terms of this agreement.
- (7) A breach of this agreement may also be an offence under the Act. *Examples* for subclause (7) –
 - 1 It is an offence for the lessor or lessor's agent to enter the premises in contravention of the rules of entry under sections 192 to 199.
 - 2 It is an offence if the tenant does not sign and return the condition report to the lessor or lessor's agent under section 65.

3 More than 1 lessor or tenant

- (1) This clause applies if more than 1 person is named in item 1 or 2
- (2) Each lessor named in item 1 must perform all of the lessor's obligations under this agreement.
- (3) Each tenant named in item 2 –
 - (a) holds their interest in the tenancy –
 - (i) if a special term states the tenants are joint tenants—as a joint tenant; or
 - (ii) otherwise—as a tenant in common; and
 - (b) must perform all the tenant's obligations under this agreement.

Division 2 Entering tenancy

4 Start of tenancy

- (1) The tenancy starts on the day stated in item 6.2.
- (2) However, if no day is stated or if the stated day is before the signing of this agreement, the tenancy starts when the tenant is or was given a right to occupy the premises.

5 Entry condition report - s 65

- (1) The lessor or lessor's agent must prepare, in the approved form, and sign a condition report for the premises.
- (2) A copy of the condition report must be given to the tenant on or before the day the tenant occupies the premises under this agreement.
- (3) If the tenant does not agree with the condition report, the tenant must mark the copy of the report in an appropriate way to show the parts the tenant disagrees with.

- (4) The tenant must sign and return the copy of the condition report to the lessor or lessor's agent no later than 7 days after the later of the following days –
 - (a) the day the tenant occupies the premises;
 - (b) the day the tenant is given the copy of the condition report.
- (5) After the copy of the condition report is returned to the lessor or lessor's agent by the tenant, the lessor or lessor's agent must make a copy of the condition report and return it to the tenant within 14 days.
- (6) However, the lessor or lessor's agent does not have to prepare a condition report for the premises if –
 - (a) this agreement has the effect of continuing the tenant's right to occupy the premises under an earlier residential tenancy agreement; and
 - (b) in accordance with the Act, a condition report was prepared for the premises for the earlier residential tenancy agreement.
- (7) If a condition report is not prepared for this agreement because subclause (6) applies, the condition report prepared for the earlier residential tenancy agreement is taken to be the condition report for this agreement.

6 Continuation of fixed term agreement - s 70

- (1) This clause applies if –
 - (a) this agreement is a fixed term agreement; and
 - (b) none of the following notices are given, or agreements or applications made before the day the term ends (the *end day*) –
 - (i) a notice to leave;
 - (ii) a notice of intention to leave;
 - (iii) an abandonment termination notice;
 - (iv) a notice, agreement or application relating to the death of a sole tenant under section 324A;
 - (v) a separate written agreement between the lessor and tenant under section 277(a) to end this agreement.
- (2) This agreement, other than a term about this agreement's term, continues to apply after the end day on the basis that the tenant is holding over under a periodic agreement.

Note - For more information about certain notices, see the information statement.

7 Costs apply to early ending of fixed term agreement - s 357A

- (1) This clause applies if –
 - (a) this agreement is a fixed term agreement; and
 - (b) the tenant ends this agreement before the term ends other than in a way permitted under the Act.
- (2) The tenant must pay the reletting costs under section 357A(3). *Note* – For when the tenant may end this agreement early under the Act, see clause 40 and the information statement.
- (3) This clause does not apply if, after experiencing domestic violence, the tenant ends the tenant's interest in this agreement under chapter 5, part 1, division 3, subdivision 2A of the Act.

For more information visit the Domestic violence in a rental property webpage on the RTA website.

Division 3 Rent

8 When, how and where rent must be paid - ss 83 and 85

- (1) The tenant must pay the rent stated in item 7.
- (2) The rent must be paid on the days stated in item 8.
- (3) The rent must be paid -
 - (a) in a way stated in item 9; or
 - Note* - Under section 83, at least 2 ways for the tenant to pay the rent must be stated in this agreement.
 - (b) in a way agreed after the signing of this agreement by -
 - (i) the lessor or tenant giving the other party a notice proposing a way; and
 - (ii) the other party agreeing to the proposal in writing; or
 - (c) if the lessor or lessor's agent intends to change the way rent is paid to a way that is not stated in item 9 and no way is agreed to after the signing of this agreement - in a way the lessor or lessor's agent proposes by written notice to the tenant under section 84A.
- (4) The lessor or lessor's agent must give the tenant a notice advising of the costs associated with the ways to pay rent offered to the tenant that the tenant would not reasonably be aware of if the lessor or lessor's agent knows or could reasonably be expected to find out about the costs.
- (5) Also, the lessor or lessor's agent must declare any financial benefit the lessor or lessor's agent may receive if the tenant uses a particular way to pay rent.
- (6) If a place is stated in item 10, the rent must be paid at the place.
- (7) If, after the signing of this agreement, the lessor gives a notice to the tenant stating a place, or a different place, for payment of rent and the place is reasonable, the rent must be paid at the place while the notice is in force.
- (8) If no place is stated in item 10 and there is no notice stating a place, the rent must be paid at an appropriate place.

Examples of an appropriate place -

- the lessor's address for service
- the office of the lessor's agent

9 Rent in advance - s 87

The lessor or lessor's agent may require the tenant to pay rent in advance only if the payment is not more than -

- (a) for a periodic agreement - 2 weeks rent; or
- (b) for a fixed term agreement - 1 month rent.

Note - Under section 87(2), the lessor or the lessor's agent must not require payment of rent under this agreement in a period for which rent has already been paid.

10 Rent increases - ss 91 and 93

- (1) If the lessor proposes to increase the rent, the lessor must give notice of the proposal to the tenant.
- (2) The notice must state -
 - (a) the amount of the increased rent; and
 - (b) the day from when the rent is payable; and
 - (c) the day the rent was last increased for the premises.
- (3) The day stated from when the increased rent is payable must not be earlier than the later of the following -
 - (a) 2 months after the day the notice is given;
 - (b) 12 months after the last rent increase for the premises in accordance with section 93.
- (4) Subject to an order of a tribunal, the increased rent is payable from the day stated in the notice, and this agreement is taken to be amended accordingly.
- (5) However, the increased rent is payable by the tenant only if -
 - (a) the rent is increased in compliance with this clause and the Act; and
 - (b) the increased rent is not payable earlier than 12 months after the last rent increase for the premises in accordance with section 93; and

- (c) the increase in rent does not relate to -
 - (i) compliance of the premises with the prescribed minimum housing standards; or
 - (ii) keeping a pet or working dog at the premises.
- (6) Also, if this agreement is a fixed term agreement, the rent may not be increased before the term ends unless -
 - (a) this agreement provides for the rent increase; and
 - (b) this agreement states the amount of the increase or how the amount of the increase is to be worked out; and
 - (c) the increase is made in compliance with the matters mentioned in paragraph (b).

11 Application to tribunal about rent increase - s 92

- (1) After the lessor gives the tenant notice of a proposed rent increase, the tenant may apply to the tribunal for an order reducing or setting aside the amount of the proposed increase if the tenant believes the increase -
 - (a) is excessive; or
 - (b) is not payable under clause 10.
- (2) However, the application must be made -
 - (a) within 30 days after the tenant receives the notice; and
 - (b) if this agreement is a fixed term agreement - before the term of this agreement ends.

12 Rent decreases - s 94

Under section 94, the rent may decrease in certain situations.

Note - For information about the situations, see the information statement.

Division 4 Rental bond

13 Rental bond required - ss 111 and 116

- (1) If a rental bond is stated in item 12, the tenant must pay to the lessor or the lessor's agent the bond -
 - (a) if a special term requires the bond to be paid at a stated time - at the stated time; or
 - (b) if a special term requires the bond to be paid by instalments - by instalments; or
 - (c) otherwise - when the tenant signs this agreement.
- Note* - There is a maximum rental bond that may be required. See sections 112(1) and 146 and the information statement.
- (2) The lessor or the lessor's agent must, within 10 days of receiving the rental bond or a part of the bond, pay it to the authority and give the authority a notice, in the approved form, about the bond.
- (3) The rental bond is intended to be available to financially protect the lessor if the tenant breaches this agreement.

Example - The lessor may claim against the rental bond if the tenant does not leave the premises in the required condition at the end of the tenancy.

Note - For how to apply to the authority or a tribunal for the rental bond at the end of the tenancy, see sections 125 to 141 and the information statement.

14 Increase in rental bond - s 154

- (1) The tenant must increase the rental bond if -
 - (a) the rent increases and the lessor gives notice to the tenant to increase the bond; and
 - (b) the notice is given at least 11 months after -
 - (i) this agreement started; or
 - (ii) if the bond has been increased previously, following a notice given under this clause - the day stated in the notice, or the last notice, for making the increase.
- (2) The notice must state the increased amount and the day by which the increase must be made.
- (3) For subclause (2), the day must be at least 1 month after the notice is given to the tenant.

Division 5 Outgoings

15 Outgoings - s 163

- (1) The lessor must pay all charges, levies, premiums, rates or taxes for the premises, other than a service charge for the premises.

Examples -

body corporate levies, council general rates, sewerage charges, environment levies, land tax

- (2) This clause does not apply if -
- the lessor is the State; and
 - rent is not payable under the agreement; and
 - the tenant is an entity receiving financial or other assistance from the State to supply rented accommodation to persons.

16 General service charges - ss 164 and 165

The tenant must pay a service charge, other than a water service charge, for a service supplied to the premises during the tenancy if -

- the tenant enjoys or shares the benefit of the service; and
- the service is stated in item 13.1; and
- either -
 - the premises are individually metered for the service; or
 - Item 14 states how the tenant's apportionment of the cost of the service is to be worked out; and
- item 15 states how the charge may be recovered by the lessor from the tenant.

Note - Section 165(3) limits the amount the tenant must pay.

17 Water service charges - ss 164, 166 and 166A

- (1) The tenant must pay an amount for the water consumption charges for the premises if -
- the tenant is enjoying or sharing the benefit of a water service to the premises; and
 - the premises are individually metered for the supply of water or water is supplied to the premises by delivery by means of a vehicle; and
 - Item 13.2 states that the tenant must pay for water supplied to the premises.
- (2) However, the tenant does not have to pay an amount -
- that is more than the amount of the water consumption charges payable to the relevant water supplier; or
 - that is a fixed charge for the water service to the premises.
- (3) Also, the tenant does not have to pay an amount for a reasonable quantity of water supplied to the premises for a period if, during the period, the premises are not water efficient for section 166.
- (4) In deciding what is a reasonable quantity of water for subclause (3), regard must be had to the matters mentioned in section 169(4)(a) to (e).
- (5) The lessor must give the tenant copies of water consumption charges documents within 4 weeks after the lessor receives the documents.
- (6) The tenant must pay the amount of the water consumption charge to the lessor within 4 weeks after the lessor gives the tenant copies of the water consumption charges documents about the incurring of the amount.
- (7) The tenant is not required to pay an amount for the water consumption charges if the tenant has not received a copy of the water consumption charges document about the amount payable to the relevant water supplier.
- (8) Subclause (9) applies if water consumption charges are payable for a period that includes part but not all of a period specified, or to be specified, in a water consumption charges document.

- (9) The tenant may be required to pay an amount calculated for a partial billing under section 166A using -
- a meter reading for the premises recorded in a condition report; and
 - a reasonable estimate of the volume of water supplied to the premises during the period for which water consumption charges are payable by the tenant; and
 - the rate used to calculate the water consumption charge stated in the most recent water consumption charges document.

- (10) In this clause -
- water consumption charge, for premises, means the variable part of a water service charge assessed on the volume of water supplied to the premises.**

Note - If there is a dispute about how much water (or any other service charge) the tenant should pay, the lessor or the tenant may attempt to resolve the dispute by conciliation.

water consumption charges document means a document, issued to the lessor by the relevant water supplier, stating the amount of water consumption charges for the premises that are payable to the supplier.

Division 6 Rights and obligations during tenancy

Subdivision 1 Occupation and use of premises

18 No legal impediments to occupation - s 181

The lessor must ensure there is no legal impediment to occupation of the premises by the tenant as a residence for the term of the tenancy if, when entering into this agreement, the lessor knew about the impediment or ought reasonably to have known about it.

Examples of possible legal impediments -

- if there is a mortgage over the premises, the lessor might need to obtain approval from the mortgagee before the tenancy can start
- a certificate might be required under the *Building Act 1975* before the premises can lawfully be occupied
- the zoning of the land might prevent use of a building on the land as a residence

19 Vacant possession and quiet enjoyment - ss 182 and 183

- (1) The lessor must ensure the tenant has vacant possession of the premises (other than a part of the premises that the tenant does not have a right to occupy exclusively) on the day the tenant is entitled to occupy the premises under this agreement.

Note - Parts of the premises where the tenant does not have a right to occupy exclusively may be identified in a special term.

- (2) The lessor must take reasonable steps to ensure the tenant has quiet enjoyment of the premises.
- (3) The lessor or the lessor's agent must not interfere with the reasonable peace, comfort or privacy of the tenant in using the premises.

20 Lessor's right to enter the premises - ss 192-199

The lessor or the lessor's agent may enter the premises during the tenancy only if the obligations under sections 192 to 199 have been complied with.

21 Tenant's use of premises - ss 10 and 184

- (1) The tenant may use the premises -
 - (a) only as a place of residence; or
 - (b) mainly as a place of residence and for another use allowed under a special term.
- (2) The tenant must not -
 - (a) use the premises for an illegal purpose; or
 - (b) cause a nuisance by the use of the premises; or

Examples of things that may constitute a nuisance -

 - using paints or chemicals on the premises that go onto or cause odours on adjoining land
 - making loud noises
 - allowing large amounts of water to escape onto adjoining land
 - (c) interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant; or
 - (d) allow another person on the premises to interfere with the reasonable peace, comfort or privacy of a neighbour of the tenant.

22 Number of occupants allowed

No more than the number of persons stated in item 16 may reside at the premises.

23 Body corporate by-laws - s 69

- (1) The lessor must give the tenant a copy of any body corporate by-laws applicable to -
 - (a) the occupation of the premises; or
 - (b) any common area available for use by the tenant with the premises.
- (2) The tenant must comply with the body corporate by-laws.
- (3) Subclause (1) does not apply if -
 - (a) this agreement has the effect of continuing the tenant's right to occupy the premises under an earlier residential tenancy agreement; and
 - (b) the lessor gave the tenant a copy of the body corporate by-laws in relation to the earlier agreement.

Subdivision 2 Standard of premises

24 Lessor's obligations - s 185

- (1) At the start of the tenancy, the lessor must ensure -
 - (a) the premises are clean; and
 - (b) the premises are fit for the tenant to live in; and
 - (c) the premises are in good repair; and
 - (d) the lessor is not in breach of a law dealing with issues about the health or safety of persons using or entering the premises; and
 - (e) the premises otherwise comply with any prescribed minimum housing standards applying to the premises.
- (2) While the tenancy continues, the lessor must -
 - (a) maintain the premises in a way that the premises remain fit for the tenant to live in; and
 - (b) maintain the premises in good repair; and
 - (c) ensure any law dealing with issues about the health or safety of persons using or entering the premises is complied with; and
 - (d) keep any common area included in the premises clean; and
 - (e) ensure the premises otherwise comply with any prescribed minimum housing standards applying to the premises.
- (3) However, the lessor is not required to comply with subclause (1)(c) or (2)(a) for any non-standard items and the lessor is not responsible for their maintenance if -
 - (a) the lessor is the State; and
 - (b) the non-standard items are stated in this agreement and this agreement states the lessor is not responsible for their maintenance; and
 - (c) the non-standard items are not necessary and reasonable to make the premises a fit place in which to live; and

- (d) the non-standard items are not a risk to health or safety; and
- (e) for fixtures - the fixtures were not attached to the premises by the lessor.

- (4) In this clause -

non-standard items means the fixtures attached to the premises and inclusions supplied with the premises stated in this agreement for item 5.2.

premises include any common area available for use by the tenant with the premises.

25 Tenant's obligations generally - s 188

- (1) The tenant must keep the premises clean, having regard to their condition at the start of the tenancy.
- (2) The tenant must not maliciously damage, or allow someone else to maliciously damage, the premises.
- (3) The tenant's obligations under this clause do not apply to the extent the obligations would have the effect of requiring the tenant to repair, or compensate the lessor for, damage to the premises caused by an act of domestic violence experienced by the tenant.

For more information visit the Domestic violence in a rental property webpage on the RTA website.

Subdivision 3 The dwelling

26 Fixtures or structural changes - ss 207-209

- (1) The tenant may attach a fixture, or make a structural change, to the premises only if -
 - (a) the tenant gives the lessor a request, in the approved form, for approval to attach the fixture or make the structural change; and
 - (b) the lessor agrees to the request; and
 - (c) for body corporate premises—the body corporate agrees to the request; and
 - (d) the fixture is attached, or structural change is made, in accordance with the lessor's agreement.

Note – Fixtures are generally items permanently attached to land or to a building that are intended to become part of the land or building. Attaching a fixture may include, for example, gluing, nailing or screwing the fixture to a wall.

- (2) The lessor must -
 - (a) decide the request -
 - (i) within 28 days after receiving the request; or
 - (ii) if the premises are not body corporate premises—within a longer period, if agreed to by the tenant and lessor; and
 - (b) advise the tenant of the lessor's decision; and
 - (c) if the lessor agrees to the request and the premises are body corporate premises -
 - (i) state that the lessor's agreement is subject to the agreement by the body corporate; and
 - (ii) give the request to the body corporate within 28 days after receiving the request; and
 - (iii) advise the tenant as soon as reasonably practicable of the body corporate's decision about the request.
- (3) If the lessor agrees to the request, the lessor must give the tenant an agreement that -
 - (a) is in writing; and
 - (b) describes the nature of the fixture or structural change; and
 - (c) states any conditions of the agreement, including any conditions given by the body corporate.

Examples of conditions -

- that the tenant must maintain the fixture in a particular way
- that the tenant must remove the fixture and must repair damage caused by removing the fixture
- that the lessor must compensate the tenant for the fixture if the tenant can not remove it

- (4) The tenant must comply with any conditions of the agreement given by the lessor or body corporate.

- (5) In this clause—
body corporate premises means premises—
- (a) that are part of a body corporate scheme; and
 - (b) for which, under a body corporate law or body corporate by-law, the approval of the body corporate is required for the attachment of a fixture, or the making of a structural change, to the premises.

27 Action by lessor for breach of lessor's agreement about fixture or structural change – s 209A

- (1) This clause applies if—
 - (a) the tenant attaches a fixture, or makes a structural change, to the premises; and
 - (b) the lessor's agreement is given under section 208 to attach the fixture or make the structural change; and
 - (c) the tenant does not attach the fixture, or make the structural change, in accordance with the lessor's agreement.
- (2) The lessor may –
 - (a) take action for a breach of a term of this agreement; or
 - (b) waive the breach and treat the fixture or structural change as an improvement to the premises for the lessor's benefit.

28 Supply of locks and keys - s 210

- (1) The lessor must supply and maintain all locks necessary to ensure the premises are reasonably secure.
- (2) The lessor must give the tenant, or if there is more than 1 tenant, give 1 of the tenants, a key for each lock that -
 - (a) secures an entry to the premises; or
 - (b) secures a road or other place normally used to gain access to, or leave, the area or building in which the premises are situated; or
 - (c) is part of the premises.
- (3) If there is more than 1 tenant, the lessor must give the other tenants a key for the locks mentioned in subclause (2)(a) and (b).

29 Changing locks - ss 211 and 212

- (1) The lessor or tenant may change a lock at the premises only if –
 - (a) the other party to this agreement agrees to the change; or
 - (b) the lessor or tenant has a reasonable excuse for making the change; or
 - (c) the lessor or tenant believes the change is necessary because of an emergency; or
 - (d) the lock is changed to comply with an order of the tribunal.
- (2) However, the tenant may also change a lock at the premises if the tenant –
 - (a) believes the change is necessary to protect the tenant or another occupant of the premises from domestic violence; and
For more information visit the Domestic violence in a rental property webpage on the RTA website.
 - (b) engages a locksmith or other qualified tradesperson to change the lock.
- (3) The lessor or tenant must not act unreasonably in failing to agree to the change of a lock.
- (4) If the lessor or tenant changes the lock, the lessor or tenant must give the other party to this agreement a key for the changed lock, unless -
 - (a) the other party agrees to not being given the key; or
 - (b) the tribunal orders that the key not be given to the other party.
- (5) If the tenant changes a lock under subclause (2) and gives the lessor a key for the changed lock, the lessor must not give the key to any other person without the tenant's agreement or a reasonable excuse.
- (6) The right of the lessor or tenant to change a lock under this clause is subject to a body corporate law or a body corporate by-law that applies to the premises.

Subdivision 4 Damage and repairs

30 Meaning of emergency and routine repairs - ss 214 and 215

- (1) **Emergency repairs** are works needed to repair any of the following -
 - (a) a burst water service or serious water service leak;
 - (b) a blocked or broken lavatory system;
 - (c) a serious roof leak;
 - (d) a gas leak;
 - (e) a dangerous electrical fault;
 - (f) flooding or serious flood damage;
 - (g) serious storm, fire or impact damage;
 - (h) a failure or breakdown of the gas, electricity or water supply to the premises;
 - (i) a failure or breakdown of an essential service or appliance on the premises for hot water, cooking or heating;
 - (j) a fault or damage that makes the premises unsafe or insecure;
 - (k) a fault or damage likely to injure a person, damage property or unduly inconvenience a tenant of the premises;
 - (l) a serious fault in a staircase, lift or other common area of the premises that unduly inconveniences a tenant in gaining access to, or using, the premises.
- (2) Also, **emergency repairs** are works needed for the premises to comply with the prescribed minimum housing standards.
- (3) **Routine repairs** are repairs other than emergency repairs.

31 Nominated repairer for emergency repairs - s 216

- (1) The lessor's nominated repairer for emergency repairs of a particular type must be stated either -
 - (a) in item 18; or
 - (b) in a notice given by the lessor to the tenant.
- (2) The notice must state –
 - (a) the name and telephone number of the nominated repairer; and
 - (b) whether or not the nominated repairer is the tenant's first point of contact for notifying of the need for emergency repairs.
- (3) The lessor must give notice to the tenant of any change of the lessor's nominated repairer or the telephone number of the nominated repairer.
- (4) This clause does not apply if –
 - (a) the lessor has given the tenant a telephone number of the lessor; and
 - (b) the lessor gives notice to the tenant that the lessor is to arrange for emergency repairs to be made to the premises.

32 Notice of damage - s 217

- (1) If the tenant knows the premises have been damaged, the tenant must give notice as soon as practicable of the damage.
- (2) If the premises need routine repairs, the notice must be given to the lessor.
- (3) If the premises need emergency repairs, the notice must be given to the lessor if -
 - (a) there is no nominated repairer for the repairs; or
 - (b) a nominated repairer for the repairs is not the tenant's first point of contact; or
 - (c) a nominated repairer for the repairs is the tenant's first point of contact but the tenant has been unable to contact the repairer after making reasonable efforts.
- (4) If the premises need emergency repairs and there is a nominated repairer of the lessor for the repairs, the notice must be given to the repairer if—
 - (a) the repairer is the tenant's first point of contact; or
 - (b) the repairer is not the tenant's first point of contact but the tenant has been unable to contact the lessor after making reasonable efforts.
- (5) Despite clause 48, a notice under this clause does not need to be written.

- (6) This clause does not apply to the tenant for damage caused by an act of domestic violence experienced by the tenant.
For more information visit the Domestic violence in a rental property webpage on the RTA website.

33 Emergency repairs arranged by tenant - ss 218 and 219

- (1) The tenant may arrange for a suitably qualified person to make emergency repairs of the premises or apply to the tribunal under section 221 for orders about the repairs if –
- the tenant has been unable to notify the lessor or nominated repairer of the need for the repairs; or
 - the repairs are not made within a reasonable time after notice is given.

Note – Section 219A also provides that the lessor's agent may arrange for emergency repairs.

- (2) The maximum amount that may be incurred for emergency repairs arranged to be made by the tenant is an amount equal to the amount payable under this agreement for 4 weeks rent.

Note – For how the tenant may require reimbursement for the repairs, see sections 219(2) and (3) and 220 and the information statement.

Subdivision 5 Pets

34 Keeping pets and other animals at premises – ss 184B and 184G

- The tenant may keep a pet or other animal at the premises only with the approval of the lessor.
- However, the tenant may keep a working dog at the premises without the lessor's approval.
- The tenant has the approval of the lessor to keep a pet at the premises if keeping the pet at the premises is consistent with item 19.

Notes -

- If item 19 states 2 cats, the tenant is approved by the lessor to keep up to 2 cats at the premises.
 - For additional approvals to keep a pet at the premises see clause 36.
- (4) An authorisation to keep the pet or working dog at the premises continues for the life of the pet or working dog and is not affected by any of the following matters –
- the ending of this agreement, if the tenant continues occupying the premises under a new agreement;
 - a change in the lessor or lessor's agent;
 - for a working dog – the retirement of the dog from the service the dog provided as a working dog.
- (5) An authorisation to keep a pet, working dog or other animal at the premises may be restricted by a body corporate by-law or other law about keeping animals at the premises.

Examples -

- The premises may be subject to a local law that limits the number or types of animals that may be kept at the premises.
- The premises may be subject to a body corporate by-law that requires the tenant to obtain approval from the body corporate before keeping a pet at the premises.

35 Tenant responsible for pets and other animals - s 184C

- The tenant is responsible for all nuisance caused by a pet or other animal kept at the premises, including, for example, noise caused by the pet or other animal.
- The tenant is responsible for repairing any damage to the premises caused by the pet or other animal.
- Damage to the premises caused by the pet or other animal is not fair wear and tear.

36 Request for approval to keep pet – ss 184D and 184E

- The tenant may, using the approved form, request the lessor's approval to keep a stated pet at the premises.
- The lessor must respond to the tenant's request within 14 days after receiving the request.

- The lessor's response to the request must be in writing and state –
 - whether the lessor approves or refuses the tenant's request; and
 - if the lessor approves the tenant's request subject to conditions – the conditions of the approval; and
Note – See clause 37 for limitations on conditions of approval to keep a pet at the premises.
 - if the lessor refuses the tenant's request –
 - the grounds for the refusal; and
 - the reasons the lessor believes the grounds for the refusal apply to the request.
- The lessor may refuse the request for approval to keep a pet at the premises only on 1 or more of the following grounds –
 - keeping the pet would exceed a reasonable number of animals being kept at the premises;
 - the premises are unsuitable for keeping the pet because of a lack of appropriate fencing, open space or another thing necessary to humanely accommodate the pet;
 - keeping the pet is likely to cause damage to the premises that could not practicably be repaired for a cost that is less than the amount of the rental bond for the premises;
 - keeping the pet would pose an unacceptable risk to the health and safety of a person, including, for example, because the pet is venomous;
 - keeping the pet would contravene a law;
 - keeping the pet would contravene a body corporate by-law applying to the premises;
 - if the lessor proposed reasonable conditions for approval and the conditions comply with clause 37 – the tenant has not agreed to the conditions;
 - the animal stated in the request is not a pet as defined in section 184A;
 - another ground prescribed by a regulation under section 184E(1)(j).
- The lessor is taken to approve the keeping of the pet at the premises if –
 - the lessor does not comply with subclause (2); or
 - the lessor's response does not comply with subclause (3).

37 Conditions for approval to keep pet at premises – s 184F

- The lessor's approval to keep a pet at the premises may be subject to conditions if the conditions –
 - relate only to keeping the pet at the premises; and
 - are reasonable having regard to the type of pet and the nature of the premises; and
 - are stated in the written approval given to the tenant under clause 36(3).
- Without limiting subclause (1)(b), the following conditions of the lessor's approval are taken to be reasonable –
 - if the pet is not a type of pet ordinarily kept inside – a condition requiring the pet to be kept outside at the premises;
 - if the pet is capable of carrying parasites that could infest the premises – a condition requiring the premises to be professionally fumigated at the end of the tenancy;
 - if the pet is allowed inside the premises – a condition requiring carpets in the premises to be professionally cleaned at the end of the tenancy.
- A condition of the lessor's approval to keep a pet at the premises is void if the condition –
 - would have the effect of the lessor contravening section 171 or 172; or
 - would, as a term of this agreement, be void under section 173; or
 - would increase the rent or rental bond payable by the tenant; or
 - would require any form of security from the tenant.

- (4) For subclause (2), the premises are professionally fumigated, and carpets are professionally cleaned, if the fumigation and cleaning are done to a standard ordinarily achieved by businesses selling those services.

Division 7 Restrictions on transfer or subletting by tenant

38 General - ss 238 and 240

- (1) Subject to clause 39, the tenant may transfer all or a part of the tenant's interest under this agreement, or sublet the premises, only if –
- the lessor agrees in writing to the transfer or subletting; or
 - the transfer or subletting is made under an order of the tribunal.
- (2) The lessor must act reasonably in failing to agree to the transfer or subletting.
- (3) The lessor is taken to act unreasonably in failing to agree to the transfer or subletting if the lessor acts in a capricious or retaliatory way.
- (4) The lessor or the lessor's agent must not require the tenant to pay, or accept from the tenant, an amount for the lessor's agreement to a transfer or subletting by the tenant, other than an amount for the reasonable expenses incurred by the lessor in agreeing to the transfer or subletting.

39 State assisted lessors or employees of lessor - s 237

- (1) This clause applies if –
- the lessor is the State; or
 - the lessor is an entity receiving assistance from the State to supply rented accommodation; or
 - the tenant's right to occupy the premises is given under the tenant's terms of employment.
- (2) The tenant may transfer the whole or part of the tenant's interest under this agreement, or sublet the premises, only if the lessor agrees in writing to the transfer or subletting.

Division 8 When agreement ends

40 Ending of agreement - s 277

- (1) This agreement ends only if –
- the lessor and tenant agree, in a separate written document, to end this agreement; or
 - the lessor gives a notice to leave premises to the tenant under section 326 and the tenant hands over vacant possession of the premises to the lessor on or after the handover day stated in the notice; or
 - the tenant gives a notice of intention to leave premises to the lessor under section 327 and hands over vacant possession of the premises to the lessor on or after the handover day stated in the notice; or
 - the tenant vacates, or is removed from, the premises after receiving a notice from a mortgagee or appointed person under section 317; or
 - the tenant abandons the premises and the period for which the tenant paid rent has ended; or
 - the tribunal makes an order terminating this agreement.
- (2) Also, this agreement ends for a sole tenant if –
- the tenant gives the lessor a notice ending tenancy interest and hands over vacant possession of the premises; or
- Note* – See chapter 5, part 1, division 3, subdivision 2A of the Act for the obligations of the lessor and tenant relating to a notice ending tenancy interest.
- the tenant dies.
- Note* – See section 324A for when this agreement ends if a sole tenant dies.

41 Condition premises must be left in - s 188

- (1) At the end of the tenancy, the tenant must leave the premises, as far as possible, in the same condition they were in at the start of the tenancy, fair wear and tear excepted.
- Examples of what may be fair wear and tear –*
- wear that happens during normal use
 - changes that happen with ageing
- (2) The tenant's obligation mentioned in subclause (1) does not apply to the extent the obligation would have the effect of requiring the tenant to repair, or compensate the lessor for, damage to the premises caused by an act of domestic violence experienced by the tenant.
- For more information visit the Domestic violence in a rental property webpage on the RTA website.

42 Keys

At the end of the tenancy, the tenant must return to the lessor all keys for the premises.

43 Tenant's forwarding address - s 205

- (1) When handing over possession of the premises, the tenant must, if the lessor or lessor's agent asks the tenant in writing to state the tenant's new residential address, tell the lessor or lessor's agent the tenant's new residential address.
- (2) However, subclause (1) does not apply if –
- the tenant has a reasonable excuse for not telling the lessor or lessor's agent the new address; or
 - after experiencing domestic violence, the tenant ended the tenant's interest in this agreement, under chapter 5, part 1, division 3, subdivision 2A of the Act.
- For more information visit the Domestic violence in a rental property webpage on the RTA website.

44 Exit condition report - s 66

- (1) The tenant must, on or before the day this agreement ends, prepare, and sign a condition report for the premises in the approved form.
- Note* – For the approved form for the condition report, see the information statement.
- (2) As soon as practicable after this agreement ends, the tenant must give 1 copy of the condition report to the lessor or lessor's agent.
- Example of what might be as soon as practicable* – when the tenant returns the keys to the premises to the lessor or the lessor's agent
- (3) The lessor or the lessor's agent must, within 3 business days after receiving the copy of the condition report –
- sign the copy; and
 - if the lessor or lessor's agent does not agree with the report – show the parts of the report the lessor or lessor's agent disagrees with by marking the copy in an appropriate way; and
 - if the tenant has given a forwarding address to the lessor or lessor's agent – make a copy of the report and return it to the tenant at the address.
- (4) The lessor or lessor's agent must keep a copy of the condition report signed by both parties for at least 1 year after this agreement ends.

45 Goods or documents left behind on premises - ss 363 and 364

- (1) The tenant must take all of the tenant's belongings from the premises at the end of the tenancy.
- (2) The lessor may not treat belongings left behind as the lessor's own property, but must deal with them under sections 363 and 364.

Division 9 Miscellaneous

46 Supply of goods and services - s 171

- (1) The lessor or the lessor's agent must not require the tenant to buy goods or services from the lessor, the lessor's agent or a person nominated by the lessor or lessor's agent.
- (2) Subclause (1) does not apply to -
 - (a) a requirement about a service charge; or
 - (b) a condition of an approval to keep a pet if the condition -
 - (i) requires the carpets to be cleaned, or the premises to be fumigated, at the end of the tenancy; and
 - (ii) complies with clause 37; and
 - (iii) does not require the tenant to buy cleaning or fumigation services from a particular person or business.

47 Lessor's agent - s 206

- (1) The name and address for service of the lessor's agent is stated in item 3.
- (2) Unless a special term provides otherwise, the lessor's agent may -
 - (a) stand in the lessor's place in any application to the tribunal by the lessor or the tenant; or
 - (b) do any thing else the lessor may do, or is required to do, under this agreement.

Note - See also sections 24 and 25

48 Notices

- (1) A notice under this agreement must be written and, if there is an approved form for the notice, in the approved form.
- (2) A notice from the tenant to the lessor may be given to the lessor's agent.
- (3) A notice may be given to a relevant party -
 - (a) by giving it to the relevant party personally; or
 - (b) if an address for service for the relevant party is stated in item 1, 2 or 3 - by leaving it at the address; or sending it by prepaid post as a letter to the address; or
 - (c) if an electronic address for a type of electronic communication for the relevant party is stated in item 1, 2 or 3 and item 4 indicates that a notice may be given by that type of electronic communication - by sending it by electronic communication to the electronic address in accordance with the *Electronic Transactions (Queensland) Act 2001*.

Examples of types of electronic communication - email, facsimile, text message
- (4) If no address for service is stated in item 2 for the tenant, the tenant's address for service is taken to be the address of the premises.
- (5) A relevant party may change their address for service, or electronic address only by giving notice to each other relevant party of their new address for service, or a new electronic address.
- (6) On the giving of a notice of a new address for service, or new electronic address for a relevant party, the address for service, or electronic address stated in the notice is taken to be the relevant party's address for the relevant item in this agreement.
- (7) A relevant party may withdraw their consent to notices being given to them by electronic communication, or to a specific electronic address, only by giving notice to each other relevant party that notices are no longer to be given to the relevant party electronically, or to that electronic address.
- (8) Unless the contrary is proved -
 - (a) a notice left at an address for service is taken to have been received by the person to whom the address relates when the notice was left at the address; and
 - (b) a notice sent by post is taken to have been received by the person to whom it was addressed when it would have been delivered in the ordinary course of post; and

- (c) a notice sent by electronic communication to an electronic address is taken to have been received by the recipient -
 - (i) if the type of electronic communication is email - when the email enters the recipient's email server; or
 - (ii) if the type of electronic communication is facsimile - when the sender's facsimile machine produces a transmission report indicating all pages of the notice have been successfully sent; or
 - (iii) otherwise - at the time stated in the *Electronic Transactions (Queensland) Act 2001*, section 24.
- (9) In this clause -

relevant party means -

 - (a) the lessor; or
 - (b) the tenant; or
 - (c) if there is an agent of the lessor - the lessor's agent.

Special Terms

These Special Terms have been adopted and approved by The Real Estate Institute of Queensland Ltd.

49 Occupation and use of premises

The tenant must not permit persons other than the persons nominated as approved occupants in Part 1 of this agreement to reside at the premises without the written consent of the lessor. The lessor must act reasonably in exercising the lessor's discretion when determining whether or not to consent to a request by the tenant for any change to the approved tenants or occupants.

50 Subletting via online home sharing platforms

The use of online home sharing platforms, such as AirBnB, which grant exclusive possession of the property, or any part thereof, to guests, shall be deemed to be subletting of the property and require compliance with clause 38.

51 Care of the premises by the tenant

- (1) During the tenancy, the tenant must-
 - (a) not do anything that might block any plumbing or drains on the premises;
 - (b) keep all rubbish in the bin provided by the local authority in an area designated by the lessor or as the local authority may require;
 - (c) put the bin out for collection on the appropriate day for collection and return the bin to its designated place after the rubbish has been collected;
 - (d) maintain the lawns and gardens at the premises having regard to their condition at the commencement of the tenancy, including mowing the lawns, weeding the gardens and watering the lawns and gardens (subject to council water restrictions);
 - (e) subject to the lessor's obligations under clause 24(1)(e) and 24(2)(e), keep the premises free from pests and vermin, having regard to the condition of the premises at the commencement of the tenancy;
 - (f) keep the walls, floors, doors and ceilings of the premises free of nails, screws or adhesive substances, unless otherwise agreed to by the lessor in accordance with clause 26;
 - (g) keep the swimming pool, filter and spa equipment (if any) clean and at the correct chemical levels having regard to their condition at the start of the tenancy;
 - (h) not interfere with nor make non-operational any facility that may be provided with the premises (eg. smoke alarms, fire extinguishers, garden sprinkler systems, hoses etc).
- (2) The obligations of the tenant at the end of the tenancy regarding the conditions of the premises include-
 - (a) if the carpets were cleaned to a certain standard at the start of the tenancy, the tenant must ensure the carpets are cleaned to the same standard, fair wear and tear excepted, at the end of the tenancy. For the sake of clarity, a special term or condition for approval to keep a pet at the premises requiring carpets in the premises to be professionally cleaned at the end of the tenancy overrides this special term;
 - (b) if the property was free of pests and vermin at the start of the tenancy, the tenant must ensure the property meets the same standard at the end of the tenancy. For the sake of clarity, a special term or condition for approval to keep a pet at the premises requiring the premises to be professional fumigated at the end of the tenancy overrides this special term;
 - (c) repairing the tenant's intentional or negligent damage to the premises or inclusions;
 - (d) returning the swimming pool, filter and spa equipment (if any) to a clean condition with correct chemical levels having regard to their condition at the start of the tenancy;
 - (e) replacing inclusions damaged during the tenancy having regard to their condition at the start of the tenancy, fair wear and tear excepted;
 - (f) mowing lawns, weeding gardens having regard to their condition at the start of the tenancy;
 - (g) remove all property other than that belonging to the lessor or on the premises at the start of the tenancy.

52 Photographs of the property during an inspection

- (1) The tenant consents to photographs being taken of the property during an inspection arranged by the lessor or the lessor's agent in accordance with section 192(1)(a), for the purposes of documenting the condition of the property at the time of the inspection.
- (2) For the sake of clarity, if any photographs taken during an inspection of the property show something belonging to the tenant, the lessor or lessor's agent must obtain the tenant's written consent in order to use the photographs in an advertisement for the property in accordance with section 203.

53 Locks and keys

- (1) The lessor may claim from the tenant costs incurred by the lessor as a result of the tenant losing any key, access keycard or remote control relating to the premises which has been provided to the tenant (by the lessor, a body corporate or other person), including costs in connection with:
 - (a) replacing the key, access keycard or remote control; and
 - (b) gaining access to the premises.
- (2) The tenant acknowledges that the lessor's agent may retain a duplicate set of keys.
- (3) If a tenant changes a lock at the premises in accordance with clause 29, the tenant must immediately provide the lessor and/or lessor's agent with the key for the changed lock unless clauses 29(4)(a) or (b) are applicable regarding the provision of the key.
- (4) If a tenant changes a lock under clause 29(2) and gives the key to the lessor in accordance with clause 29(5), the tenant agrees for the key to be given to the lessor's agent.

Special Terms *continued...*

These Special Terms have been adopted and approved by The Real Estate Institute of Queensland Ltd.

54 Liability excluded

The tenant shall be liable for and shall indemnify and defend the lessor from, and against, any and all losses, claims, demands, actions, suits (including costs and legal fees on an indemnity basis), and damages, including, but not limited to:

- (a) injury, bodily or otherwise, or death of any person, including the tenant or an approved occupant; or
- (b) loss, damage to, or destruction of, property whether real or personal, belonging to any person, including the tenant or an approved occupant;

as a direct or indirect result of the tenant's negligent acts or omissions.

55 Lessor's insurance

(1) If the lessor does have insurance cover the tenant must not do, or allow anything to be done, that would invalidate the lessor's insurance policy for the premises or increase the lessor's premium in relation to that policy.

- (2) The lessor may claim from the tenant -
 - (a) any increase in the premium of the lessor's insurance; and
 - (b) any excess on claim by the lessor on the lessor's insurance; and
 - (c) any other cost and expenses incurred by the lessor;
 as a direct or indirect result of the tenant's negligent acts or omissions.

56 Tenant's insurance

It is the responsibility of the tenant and/or approved occupant to adequately insure their own property and possessions.

57 Smoke alarm obligations

The tenant must-

- (1) Test each smoke alarm in the premises-
 - (a) at least once every 12 months; or
 - (b) if a fixed term tenancy is of less than 12 months duration, but is held over under a periodic tenancy of 12 months or more, at least once in the 12 month period;
 - (i) For an alarm that can be tested by pressing a button or other device to indicate whether the alarm is capable of detecting smoke - by pressing the button or other device;
 - (ii) Otherwise, by testing the alarm in the way stated in the Information Statement (RTA Form 17a) provided to the tenant/s at the commencement of the tenancy.
- (2) Replace each battery that is spent, or that the tenant/s is aware of is almost spent, in accordance with the Information Statement provided to the tenant/s at the commencement of the tenancy;
- (3) Advise the lessor as soon as practicable if the tenant/s become/s aware that a smoke alarm in the premises has failed or is about to fail (other than because the battery is spent or almost spent); and

Note: In interpreting the word "spent" when referring to a battery, the term is used to include reference to a battery which is flat, non-functioning or lacking in charge that it does not properly operate the smoke alarm.
- (4) Clean each smoke alarm in the premises in the way stated in the Information Statement provided to the tenant/s at the commencement of the tenancy:
 - (a) at least once every 12 months; or
 - (b) if a fixed term tenancy is of less than 12 months duration, but is held over under a periodic tenancy of 12 months or more, at least once in the 12 month period;

In the event that the tenant/s engages a contractor/tradesperson (as listed in Item 18) to meet the tenant/s obligations listed under this special term, such engagement shall be at the tenant/s' own cost and expense.
- (5) Not tamper with or otherwise render a smoke alarm inoperative. Such an act will constitute malicious damage in accordance with section 188 of the Act.

58 Portable pool obligations

- (1) The tenant must-
 - (a) Obtain the lessor's consent for a portable pool at the premises of a depth of 300mm or greater;
 - (b) Where consent is to be provided by the lessor to the tenant for the use of a portable pool at the premises of a depth of 300mm or greater, provide the lessor and/or the agent with details of the type and description of the proposed portable pool.
- (2) Where consent is provided by the lessor to the tenant for the use of a portable pool at the premises of a depth of 300mm or greater, the tenant agrees to:
 - (a) Maintain and repair the portable pool at the tenant's own expense;
 - (b) In accordance with the *Building Act 1975* obtain, maintain and renew a Pool Safety Certificate for a regulated pool, which includes a requirement for a compliant pool fence and, provide a copy of the Pool Safety Certificate to the lessor and/or agent;
 - (c) Where a compliant pool fence is required for a regulated pool, obtain the lessor's consent regarding a proposed fence in accordance with clause 26 of the standard terms;
 - (d) In circumstances where consent is provided to the tenant by the lessor in accordance with clause 26 of the standard terms, construct and maintain the fence as required by the *Building Act 1975*, at the tenant's own expense.
- (3) In accordance with special term 58(1) and 58(2), where consent is provided by the lessor to the tenant for a portable pool of a depth of 300mm or greater and/or as prescribed by the *Building Act 1975*, the tenant hereby agrees to indemnify and hold harmless the lessor and agent for any loss, claim, suit or demand, brought, caused or contributed to, directly or indirectly, by the portable pool.

Special Terms *continued...*

These Special Terms have been adopted and approved by The Real Estate Institute of Queensland Ltd.

59 Pets

If the pet is permitted inside, this special term applies:

- (1) In addition to clause 34(3), the lessor approves a pet as stated in Item 19 of this agreement to be kept inside a dwelling on the premises, conditional on:
 - (a) if the pet is capable of carrying parasites that could infest the premises, the premises being professionally fumigated at the end of the tenancy; and
 - (b) the carpets in the premises being professionally cleaned at the end of the tenancy.

Note: For the purpose of this special term, a dwelling on the premises shall include any structure on the premises designed to be used as a residence for human habitation. A dwelling shall also include any enclosed area, room or structure attached to the dwelling, including but not limited to any garage, sunroom or enclosed veranda.

- (2) The premises are professionally fumigated and carpets are professionally cleaned, if the fumigation and cleaning are done to a standard ordinarily achieved by businesses selling those services.
- (3) For the sake of clarity, the conditions outlined in special term 59 relate only to the lessor's approval to keep a pet at the premises as stated in Item 19 of this agreement.
- (4) For requests for approval to keep a pet at the premises inconsistent with Item 19 of this agreement, see clauses 36 and 37 of this agreement and sections 184D to 184F of the Act.

60 Electronic Signing

- (1) Electronic Signature means an electronic method of signing that identifies the person and indicates their intention to sign this agreement;
- (2) If this agreement is signed by any party or the lessor's agent using an Electronic Signature, the tenant and the lessor:
 - (a) agree to enter into this agreement in electronic form; and
 - (b) consent to either, or both parties, or the lessor's agent signing this agreement using an Electronic Signature.

Certificate Of Completion

Envelope Id: 2B9F2212-5885-4553-B2A1-1A8C0DC0424D
 Subject: Sign Request 705/16 Aspinal St
 Source Envelope:
 Document Pages: 15
 Certificate Pages: 5
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC+10:00) Brisbane

Status: Completed
 Envelope Originator:
 David Blanck
 david@proposol.com.au
 IP Address: 3.106.212.4

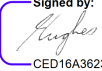
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Status: Original
 18-09-2025 | 14:45
 Holder: David Blanck
 david@proposol.com.au
 Location: DocuSign

Signer Events

Paul Adrian Hughes
 pauly@powerup.com.au
 Security Level: Email, Account Authentication
 (None)

Signature

Signed by:

 CED16A382386425...
 Signature Adoption: Uploaded Signature Image
 Using IP Address: 220.235.208.143

Timestamp

Sent: 18-09-2025 | 14:45
 Resent: 16-10-2025 | 15:53
 Viewed: 16-10-2025 | 17:00
 Signed: 17-10-2025 | 16:53

Electronic Record and Signature Disclosure:

Accepted: 18-09-2025 | 19:53
 ID: f7c8569f-2109-4c7e-999c-62c954eec04d

David Blanck
 propertyolutionsplace@email.propertyme.com
 Security Level: Email, Account Authentication
 (None)

Signed by:

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 Signature Adoption: Pre-selected Style
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 Resent: 20-10-2025 | 09:48
 Viewed: 20-10-2025 | 09:50
 Signed: 20-10-2025 | 09:50

Electronic Record and Signature Disclosure:

Accepted: 20-10-2025 | 09:50
 ID: 8b4b41a0-9629-4cb4-bf36-57351debe4b2

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	18-09-2025 14:45
Certified Delivered	Security Checked	20-10-2025 09:50
Signing Complete	Security Checked	20-10-2025 09:50

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	20-10-2025 09:50
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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From time to time, The Real Estate Institute of Queensland Limited - ISV License (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact The Real Estate Institute of Queensland Limited - ISV License:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: sroberts@reiq.com.au

To advise The Real Estate Institute of Queensland Limited - ISV License of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at sroberts@reiq.com.au and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to sroberts@reiq.com.au and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with The Real Estate Institute of Queensland Limited - ISV License

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to sroberts@reiq.com.au and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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- You can access and read this Electronic Record and Signature Disclosure; and
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PINNACLE
STRATA



47 Nerang St, Nerang QLD 4211
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P: 07 5502 2888
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W: www.pinnaclestrata.com.au

Body Corporate for CIRCA TWO CTS 46517

16 Aspinall Street NUNDAH QLD 4012

17 April 2026

To Whom It May Concern,

RE: BODY CORPORATE CERTIFICATE DISCLAIMER

The information contained in this Body Corporate Certificate has been prepared by the Body Corporate with the assistance of Pinnacle Strata Pty Ltd (Pinnacle Strata), based on the records held by the Body Corporate at the time of issue.

While reasonable care has been taken in compiling this certificate, it is limited to the information and documentation available to Pinnacle Strata at the time of preparation. Neither the Body Corporate nor Pinnacle Strata accepts responsibility for any inaccuracy, omission or error arising from reliance on records or information provided by third parties, including (but not limited to) previous managers, contractors, or past and present Committee Members.

Pinnacle Strata relies on the accuracy and completeness of the records supplied and cannot guarantee that all matters relevant to the lot or the Body Corporate are reflected in this certificate. **In particular, where an improvement to the common property benefits the nominated lot (for example, air conditioning units, solar panels, awnings, or skylights), and such improvements are not disclosed in this certificate, they should be treated as potentially unapproved improvements. In such cases, purchasers or interested parties are strongly encouraged to make further enquiries and seek formal approval from the Body Corporate, as retrospective approval may be required, and unapproved improvements may affect the lot owner's rights or obligations.**

This certificate should not be relied upon as a complete or definitive summary of the Body Corporate's affairs. It is strongly recommended that prospective purchasers, owners, agents, and other interested parties conduct a thorough search of the Body Corporate's records to ensure they obtain all relevant and up-to-date information, including matters that may fall outside the scope of this document.

To the extent permitted by law, Pinnacle Strata and its officers, employees, and agents accept no liability for any loss, damage, or expense incurred by any party relying on this certificate where such loss arises from errors or omissions based on the Body Corporate's records, provided Pinnacle Strata has acted in good faith and with reasonable care and diligence.

Yours sincerely,

DUNCAN LEE
Managing Director

BCCM

Form 33

Department of Justice

Body corporate certificate

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

This form is effective from 1 August 2025

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

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

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

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

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

This certificate does not include information about:

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

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

The community management statement

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

The Office of the Commissioner for Body Corporate and Community Management

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

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

The information in this certificate is issued on 17/04/2026

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

CIRCA TWO

CTS No. **46517**

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: **Megan Zerafa**

Company: **Pinnacle Strata Pty Ltd**

Phone: **07 5502 2888**

Email: **info@pinnaclestrata.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: **705**

Plan type and number: **253365**

Plan of subdivision: **BUILDING FORMAT PLAN**

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

Regulation module

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

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

The regulation module that applies to this scheme is the:

Accommodation

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

Layered arrangements of community titles schemes

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

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

Yes

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

Building management statement

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

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

Yes

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

By-laws and exclusive use areas

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

What by-laws apply?

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

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

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

General by-laws

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

Exclusive use areas

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

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

Yes

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

listed in the community management statement & given with this certificate

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: **96**
Total contribution schedule lot entitlements for all lots: **9,988**

Interest schedule

Interest schedule lot entitlement for the lot: **105**
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 **705** for the current financial year: \$ **3,330.40**

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

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

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

Period	Due date	Amount due	Amount due if discount applied	Paid
01/10/25 to 31/01/26	01/10/25	1,061.76	1,061.76	03/10/25
01/02/26 to 31/05/26	16/03/26	1,134.32	1,134.32	18/03/26
01/06/26 to 30/09/26	01/06/26	1,134.32	1,134.32	
01/10/26****31/01/27	01/10/26	1,110.13	1,110.13	
			Amount overdue	Nil
			Amount Unpaid including amounts billed not yet due	Nil

Sinking fund contributions

Total amount of contributions (before any discount) for lot **705** for the current financial year: \$ **1,797.36**

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

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

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

Period	Due date	Amount due	Amount due if discount applied	Paid
01/10/25 to 31/01/26	01/10/25	681.60	681.60	03/10/25
01/02/26 to 31/05/26	16/03/26	557.88	557.88	18/03/26
01/06/26 to 30/09/26	01/06/26	557.88	557.88	
01/10/26****31/01/27	01/10/26	599.12	599.12	
			Amount overdue	Nil
			Amount Unpaid including amounts billed not yet due	Nil

Special contributions - Administrative Fund (IF ANY)

Date determined: **27/01/26** (Access the body corporate records for more information).

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

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

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

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

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

Special contributions - Sinking Fund (IF ANY)

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

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

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

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

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

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

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	01/10/25 to 31/01/26	01/10/25	140.30	140.30	03/10/25
Insurance Levy	01/02/26 to 31/05/26	16/03/26	158.01	158.01	18/03/26
Insurance Levy	01/06/26 to 30/09/26	01/06/26	158.01	158.01	
Insurance Levy	01/10/26 to 31/01/27	01/10/26	158.01	158.01	

Other amounts payable by the lot owner

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

Summary of amounts due but not paid by the current owner

At the date of this certificate

Annual contributions	Nil
Special contributions	Nil
Other contributions	Nil
Other payments	Nil
Penalties	Nil
Total amount overdue <small>(Total Amount Unpaid including not yet due \$0.00)</small>	Nil

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

Common property and assets

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

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

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

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

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

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

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

Current sinking fund balance (as at date of certificate): \$ 353,399.78

Improvements to common property the lot owner is responsible for

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

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

Date Description Conditions

Body corporate assets

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

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

Description	Type	Acquisition	Supplier	Original Cost	Cost To Date	Market Value
Camera IP Sys 21/12	Office Equipment		BAMSS PO Box 2633 FORTITUDE VALLEY BC QLD 4006	\$23,000.00	\$0.00	\$23,000.00
Inst GatewayModu19/12	Office Equipment		OTIS ELEVATOR COMPANY PTY LTD PO Box 6022 ALEXANDRIA NSW 2015	\$3,212.00	\$0.00	\$3,212.00
FnI- Lift Camera21/3	Office Equipment	22/03/16	BAMSS PO Box 2633 FORTITUDE VALLEY BC QLD 4006	\$1,915.00	\$0.00	\$1,915.00
Instl Strmwtr Pmp*1	Furniture & Fittings	05/05/23	RELIABLE PLUMBING GAS SOLAR PO Box 2062 SALISBURY EAST QLD 4107	\$3,531.00	\$0.00	\$3,531.00

Insurance

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

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

Body corporate insurance policies

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

TYPE/COMPANY	POLICY NO.	SUM INSURED	PREMIUM	DUE DATE	EXCESS
BUILDING Strata Community Ins	QRSC19004696	110,367,968.00	124,585.00	30/09/26	\$5,000 Basic \$10,000 Burst pipe/water/storm claims \$5,000 Machinery breakdown
PUBLIC LIABILITY Strata Community Ins	QRSC19004696	20,000,000.00	4,245.00	30/09/26	\$5,000 Basic \$10,000 Burst pipe/water/storm claims
CATASTROPHE STRATA COMMUNITY INSURANCE	QRSC19004696	33,110,390.00		30/09/26	\$5,000 Basic \$10,000 Burst pipe/water/storm claims
VOLUNTARY WORKERS Strata Community Ins	QRSC19004696	\$200,000/\$2,000	Included	30/09/26	\$5,000 Basic \$10,000 Burst pipe/water/storm claims
OFFICE BEARERS Strata Community Ins	QRSC19004696	5,000,000.00	Included	30/09/26	\$5,000 Basic \$10,000 Burst pipe/water/storm claims
FIDELITY GUARANTEE Strata Community Ins	QRSC19004696	100,000.00	Included	30/09/26	\$5,000 Basic \$10,000 Burst pipe/water/storm claims
MACHINERY BREAKDOWN STRATA COMMUNITY INSURANCE	QRSC19004696	100,000.00		30/09/26	\$5,000 Machinery Breakdown Claims
WORKERS COMPENSATION WORKCOVER QUEENSLAND	WSS171139155		200.00	30/08/26	

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.

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

No

Lot owner and occupier insurance

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

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

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

Contracts and authorisations

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

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

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

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

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

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

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

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

Yes - Name of caretaking service contractor engaged: Lazy Daze Pty Ltd

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

Yes - Name of authorised letting agent: Lazy Daze Pty Ltd
Lazy Daze Pty Ltd

Embedded network electricity supply

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

Yes

More information about embedded networks in community titles schemes is available from www.qld.gov.au/buyingbodycorporate.

Body corporate authority

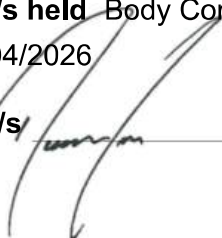
This certificate is signed and given under the authority of the body corporate.

Name/s Duncan Lee

Positions/s held Body Corporate Manager

Date 17/04/2026

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

CIRCA TWO CTS 46517

16 Aspinall Street Nundah Qld 4012

BALANCE SHEET

AS AT 17 APRIL 2026

	ACTUAL 17/04/2026	ACTUAL 30/09/2025
<u>OWNERS FUND</u>		
Administrative Fund	114,604.49	102,679.05
Sinking Fund	353,399.78	405,708.19
<u>TOTAL</u>	<u>\$ 468,004.27</u>	<u>\$ 508,387.24</u>

THESE FUNDS ARE REPRESENTED BY

CURRENT ASSETS

Cash At Bank	515,098.60	682,050.68
Suncorp Holding Account	278.92	277.12
Levies Billed Not Due	0.00	194,730.25
Levies To Be Allocated	6,261.61	233.78
Levies In Arrears	20,197.10	12,954.47
Other Arrears	2,611.08	3,993.30
Prepaid Expenses	1,618.50	1,868.76
Sundry Debtors	0.00	24,956.29
Income Tax Provision	2,060.00	3,709.00
Secondary Debtor	1,808.35	570.85

UTILITIES ACCOUNTS

Utilities Credits To Transfer	(454.39)	(454.39)
Utilities Security Deposits	(600.00)	(600.00)

TOTAL ASSETS

548,879.77 **924,290.11**

LIABILITIES

Gst Clearing Account	(1,944.82)	7,184.54
Payg Clearing Account	0.00	1,030.00
Creditors	70,866.25	54,908.67
Accruals	0.00	45,689.97
Levies Billed Not Due	0.00	177,027.50
Levies Paid In Advance	5,692.46	212.61
Levies In Advance	6,261.61	121,292.57
Other Payments In Advance	0.00	8,557.01

TOTAL LIABILITIES

80,875.50 **415,902.87**

NET ASSETS

\$ 468,004.27 **\$ 508,387.24**



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 W: www.pinnaclestrata.com.au

CIRCA TWO CTS 46517

16 Aspinall Street Nundah Qld 4012

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 OCTOBER 2025 TO 17 APRIL 2026

	ACTUAL 01/10/25-17/04/26	BUDGET 01/10/25-30/09/26	VARIANCE %	ACTUAL 01/10/24-30/09/25
<u>ADMINISTRATIVE FUND</u>				
<u>INCOME</u>				
Levies - Administrative Fund	207,712.38	315,000.00	65.94	305,814.40
Discount - Admin Fund	(0.06)	0.00	0.00	0.00
Insurance Levy	25,801.33	41,000.00	62.93	33,714.36
Bccm Form 33 Fees	0.00	0.00	0.00	1,015.10
Interest On Overdue Levies	1,444.59	0.00		3,621.98
TOTAL ADMIN. FUND INCOME	234,958.24	356,000.00		344,165.84
<u>EXPENDITURE - ADMIN. FUND</u>				
Audit Fees	0.00	3,200.00	0.00	3,120.00
Bas / Ias Fees	330.00	650.00	50.77	630.00
Tax Return Fees	0.00	250.00	0.00	231.82
Application / Search Fees	114.10	0.00		0.00
Bccm Form 33	0.00	0.00	0.00	1,015.10
Computer / Internet Fees	1,142.86	2,200.00	51.95	2,162.74
Prior Year Adjustments	0.00	0.00	0.00	(21,801.82)
Airconditioning - Maintenance	0.00	2,000.00	0.00	0.00
Bank Fees & Charges	274.69	320.00	85.84	311.16
Bcm - Disbursements	5,355.00	8,200.00	65.30	8,155.17
Bcm - Disbursements Additional	36.08	2,000.00	1.80	911.03
Bcm - Management Fees	7,140.00	12,240.00	58.33	11,894.64
Bcm - Secretarial Fees	1,233.68	2,000.00	61.68	1,719.82
Bcm - Outgoing Manager	0.00	0.00	0.00	3,277.85
Build. - Maintenance	4,312.36	15,000.00	28.75	17,957.99
Caretaker Salary	55,148.78	101,556.00	54.30	98,598.13
Bin / Chute Cleaning	760.00	2,000.00	38.00	1,900.00
Cleaning Services	0.00	1,000.00	0.00	842.00
Cleaning Supplies	0.00	200.00	0.00	0.00
Debt Collection	0.00	500.00	0.00	430.00
Electrical - Repairs	439.00	5,000.00	8.78	0.00
Fire Protection Services	0.00	3,500.00	0.00	2,634.00
Garden Services	0.00	2,000.00	0.00	2,379.76
Ins. Premium - Building	44,770.03	41,000.00	109.20	28,560.70
Ins. Premium - Workers Comp	0.00	320.00	0.00	312.55
Ins. Claim	0.00	0.00	0.00	315.00
Ins. Claim - Excess	0.00	5,000.00	0.00	0.00



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CIRCA TWO CTS 46517

16 Aspinall Street Nundah Qld 4012

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 OCTOBER 2025 TO 17 APRIL 2026

	ACTUAL	BUDGET	VARIANCE	ACTUAL
	01/10/25-17/04/26	01/10/25-30/09/26	%	01/10/24-30/09/25
Legal Advice	5,543.82	10,000.00	55.44	1,650.00
Lift Maintenance	8,738.87	15,000.00	58.26	14,610.68
Lift Maintenance - Additional	0.00	2,000.00	0.00	3,338.00
Lift Registration	1,381.03	1,100.00	125.55	1,006.46
Lift Telephone	328.43	550.00	59.71	535.16
Pest Control - Services	877.00	2,200.00	39.86	2,179.09
Plumbing - Maintenance	1,773.00	5,000.00	35.46	8,059.48
Principal Scheme - Admin Fund	43,941.36	93,000.00	47.25	92,364.96
Principal Scheme - Levies	7,290.46	6,700.00	108.81	6,631.02
Principal Scheme - Sink Fund	19,945.87	11,000.00	181.33	11,086.23
Bms Contributions	0.00	3,700.00	0.00	(3,620.07)
Security - Services	1,718.58	3,500.00	49.10	3,416.43
Security - System	1,500.00	500.00	300.00	810.00
Electricity	4,853.45	15,000.00	32.36	14,772.62
Electricity - Rebate	(75.00)	0.00	0.00	(318.75)
Gas	(57.26)	450.00	(12.72)	411.65
Water	4,216.61	7,500.00	56.22	6,916.58
UTILITIES ACCOUNTS				
TOTAL ADMIN. EXPENDITURE	223,032.80	387,336.00		329,407.18
SURPLUS / DEFICIT	\$ 11,925.44	\$ (31,336.00)		\$ 14,758.66
Opening Admin. Balance	102,679.05	102,679.05	100.00	87,920.39
ADMINISTRATIVE FUND BALANCE	\$ 114,604.49	\$ 71,343.05		\$ 102,679.05



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CIRCA TWO CTS 46517

16 Aspinall Street Nundah Qld 4012

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 OCTOBER 2025 TO 17 APRIL 2026

	ACTUAL 01/10/25-17/04/26	BUDGET 01/10/25-30/09/26	VARIANCE %	ACTUAL 01/10/24-30/09/25
<u>SINKING FUND</u>				
<u>INCOME</u>				
Levies - Sinking Fund	117,233.78	170,000.00	68.96	162,259.60
Interest On Investments	1.80	0.00		8,100.02
Interest Received	0.00	0.00	0.00	0.29
<u>TOTAL SINKING FUND INCOME</u>	117,235.58	170,000.00		170,359.91
<u>EXPENDITURE - SINKING FUND</u>				
Build. - Balcony	5,826.44	70,000.00	8.32	0.00
Build. - Maintenance	79,187.08	60,000.00	131.98	24,016.21
Build. - Planterbox	41,603.00	24,000.00	173.35	39,060.80
Build. - Pump / Generator	29,285.36	0.00		0.00
Build. - Waterproofing	2,828.40	31,000.00	9.12	24,965.60
Build. - Other	0.00	30,000.00	0.00	0.00
Electrical - Repairs	0.00	30,000.00	0.00	0.00
Fire Equipment	0.00	6,334.00	0.00	0.00
Garden Services	8,172.78	15,000.00	54.49	0.00
Lift Maintenance	0.00	0.00	0.00	7,821.00
Plumbing - Maintenance	0.00	22,213.00	0.00	0.00
Roof - Repairs	0.00	40,000.00	0.00	0.00
Security - System	0.00	0.00	0.00	17,000.00
Taxes - Income Tax	2,640.93	0.00		183.30
<u>TOTAL SINK. FUND EXPENDITURE</u>	169,543.99	328,547.00		113,046.91
<u>SURPLUS / DEFICIT</u>	\$ (52,308.41)	\$ (158,547.00)		\$ 57,313.00
Opening Sinking Fund Balance	405,708.19	405,708.19	100.00	348,395.19
<u>SINKING FUND BALANCE</u>	\$ 353,399.78	\$ 247,161.19		\$ 405,708.19

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EC 470 \$109.31
29/02/2024 11:18:04

Sealing Number
OFFICE USE ONLY

Duty Imprint

Client No: 1052167
Transaction No: _____
Duty Paid \$ _____ Exempt
UTI \$ _____
Signed _____ Date ___/___/___

Duties Act 2001

This form is authorised by legislation and is available in electronic records. For more information see the Department's website.

1. Nature of request Request to record New Community Management Statement for Circa Two Community Titles Scheme 46517	Lodger (Name, address, email & phone number) MAHONEY'S GPO Box 3311 Brisbane Qld 4001 E-mail: info@mahoneys.com.au Tel: 07 3007 3777 Ref: 32542	Lodger Code BE 2763
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2. Lot on Plan Description Common Property for Circa Two Community Titles Scheme 46517	Title Reference 50966388
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3. Registered Proprietor/State Lessee
Body Corporate for Circa Two Community Titles Scheme 46517

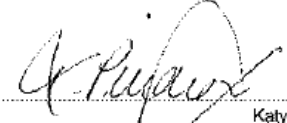
4. Interest
N/A

5. Applicant
Body Corporate for Circa Two Community Titles Scheme 46517

6. Request
I hereby request that the new community management statement deposited herewith which amends Schedule B and Schedule C be recorded as the new community management statement for Circa Two Community Titles Scheme 46517

7. Execution by applicant

29/02/2024
Execution Date



Applicant Solicitor's Signature
 Katya Alexandra Prideaux
Note: A Solicitor is required to print full name if signing on behalf of the Applicant

QUEENSLAND TITLES REGISTRY **FIRST/NEW COMMUNITY MANAGEMENT STATEMENT**

Body Corporate and Community Management Act 1997

46517

TO BE COMPLETED WITH:
A REQUEST; AND

This statement incorporates and must include the following:

- 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

- 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

Office use only
CMS LABEL NUMBER

1. Name of community titles scheme Circa Two Community Titles Scheme 46517	2. Regulation module Accommodation
3. Name of body corporate Body Corporate for Circa Two Community Titles Scheme 46517	
4. Scheme land	
Lot on Plan Description Common Property of Circa Two Community Titles Scheme 46517	Title Reference 50966388
Lots 101-103, 201-208, 301-313, 401-413, 501-513, 601-613, 701-713, 801-813, 901-913 on SP253365	50966389 to 50966490 (inclusive)
5. #Name and address of original owner Not applicable	6. Reference to plan lodged with this statement Not applicable

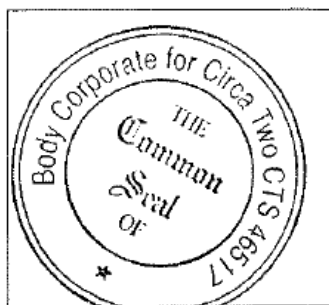
first community management statement only

7. New CMS exemption to planning body community management statement notation (if applicable*)
Insert exemption clause (if no exemption – insert 'N/A' or 'not applicable')
Not applicable pursuant to s60(6) of the *Body Corporate and Community Management Act 1997*

*If there is no exemption or for a first community management statement (CMS), a Form 18C must be deposited with the Request to record the CMS.

8. Execution by original owner/Consent of body corporate

Execution Date
26, 12, 2024



Affix seal here

*Execution

Nick Ehren
.....
Chairperson or Secretary
Nick. Ehren
.....
Print Name
Sheena Smaddar
.....
secretary ~~Committee member~~
Sheena. Smaddar
.....
Print Name

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

Privacy Statement

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

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS
--

Lot on Plan	Contribution	Interest
Lot 101 on SP253365	102	73
Lot 102 on SP253365	110	98
Lot 103 on SP253365	110	98
Lot 201 on SP253365	115	96
Lot 202 on SP253365	92	73
Lot 203 on SP253365	96	96
Lot 204 on SP253365	99	96
Lot 205 on SP253365	112	96
Lot 206 on SP253365	116	108
Lot 207 on SP253365	92	73
Lot 208 on SP253365	111	109
Lot 301 on SP253365	141	132
Lot 302 on SP253365	106	98
Lot 303 on SP253365	100	76
Lot 304 on SP253365	104	98
Lot 305 on SP253365	96	98
Lot 306 on SP253365	92	74
Lot 307 on SP253365	96	98
Lot 308 on SP253365	100	99
Lot 309 on SP253365	95	98
Lot 310 on SP253365	99	108
Lot 311 on SP253365	92	74
Lot 312 on SP253365	92	74
Lot 313 on SP253365	99	110
Lot 401 on SP253365	107	116
Lot 402 on SP253365	96	100
Lot 403 on SP253365	94	75
Lot 404 on SP253365	96	100
Lot 405 on SP253365	96	100
Lot 406 on SP253365	92	75
Lot 407 on SP253365	96	100
Lot 408 on SP253365	100	101
Lot 409 on SP253365	95	100
Lot 410 on SP253365	99	110
Lot 411 on SP253365	92	75
Lot 412 on SP253365	92	75
Lot 413 on SP253365	99	112
Lot 501 on SP253365	107	120
Lot 502 on SP253365	96	102
Lot 503 on SP253365	94	76
Lot 504 on SP253365	96	102
Lot 505 on SP253365	96	102
Lot 506 on SP253365	92	76
Lot 507 on SP253365	96	102
Lot 508 on SP253365	100	103
Lot 509 on SP253365	95	102
Lot 510 on SP253365	99	111
Lot 511 on SP253365	92	76
Lot 512 on SP253365	92	76
Lot 513 on SP253365	99	113
Lot 601 on SP253365	107	123
Lot 602 on SP253365	96	103
Lot 603 on SP253365	94	77
Lot 604 on SP253365	96	103
Lot 605 on SP253365	96	103
Lot 606 on SP253365	92	77
Lot 607 on SP253365	96	103

Lot on Plan	Contribution	Interest
Lot 608 on SP253365	100	104
Lot 609 on SP253365	95	103
Lot 610 on SP253365	99	113
Lot 611 on SP253365	92	77
Lot 612 on SP253365	92	77
Lot 613 on SP253365	99	115
Lot 701 on SP253365	106	125
Lot 702 on SP253365	96	105
Lot 703 on SP253365	94	78
Lot 704 on SP253365	96	105
Lot 705 on SP253365	96	105
Lot 706 on SP253365	92	78
Lot 707 on SP253365	96	105
Lot 708 on SP253365	100	106
Lot 709 on SP253365	95	105
Lot 710 on SP253365	99	114
Lot 711 on SP253365	92	78
Lot 712 on SP253365	92	78
Lot 713 on SP253365	99	116
Lot 801 on SP253365	106	127
Lot 802 on SP253365	96	107
Lot 803 on SP253365	94	79
Lot 804 on SP253365	96	107
Lot 805 on SP253365	96	107
Lot 806 on SP253365	92	79
Lot 807 on SP253365	96	107
Lot 808 on SP253365	100	108
Lot 809 on SP253365	95	107
Lot 810 on SP253365	99	116
Lot 811 on SP253365	92	79
Lot 812 on SP253365	92	79
Lot 813 on SP253365	99	118
Lot 901 on SP253365	106	129
Lot 902 on SP253365	96	109
Lot 903 on SP253365	94	80
Lot 904 on SP253365	96	109
Lot 905 on SP253365	96	109
Lot 906 on SP253365	92	80
Lot 907 on SP253365	96	109
Lot 908 on SP253365	100	110
Lot 909 on SP253365	95	109
Lot 910 on SP253365	99	117
Lot 911 on SP253365	92	80
Lot 912 on SP253365	92	80
Lot 913 on SP253365	99	120
TOTALS	9988	9990

PRINCIPLES FOR DECIDING THE CONTRIBUTION LOT ENTITLEMENT FOR A LOT

1. The contribution schedule lot entitlements for the community titles scheme are not equal. In accordance with s46(7) of the *Body Corporate and Community Management Act 1997*, the contribution schedule lot entitlements for the community titles scheme have been decided using the relativity principle having regard to the following factors:
 - (a) structure of the community titles scheme;
 - (b) nature, features and characteristics of the lots in the community titles scheme;
 - (c) purpose for which the lots are used;

- (d) impact the lots may have on the cost of maintaining the common property; and
- (e) market value of lots.

2. The factors in paragraphs 1(a), 1(b), 1(c) and 1(d) have not been used in the determination of the contribution schedule lot entitlements for the community titles scheme. The only factor used in the determination is market value.
3. **1(e) - Market value**
This was the only factor which contributes to any variance in the contribution schedule lot entitlements for any lots within the community titles scheme.

PRINCIPLES FOR DECIDING THE INTEREST LOT ENTITLEMENT FOR A LOT

In accordance with section 46(7A) of the *Body Corporate and Community Management Act 1997*, the interest schedule lot entitlements for the community titles scheme have been calculated using the market value principle. That is, the interest schedule lot entitlements reflect the respective market values of the lots in the community titles scheme.

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

The Body Corporate for Circa Two CTS 46517 (**Circa Two**) is a subsidiary scheme forming part of a layered arrangement whereby:

1. Circa Nundah Village CTS 46489 (**PBC**) is a principal scheme; and
2. the PBC comprises two subsidiary schemes being Circa Two and Circa Three CTS 53465.

SCHEDULE C BY-LAWS

Administrative by-laws

1 Definitions and interpretation

1.1 In these by-laws the following terms have the meanings ascribed to them unless the context otherwise requires:

Term	Assigned meaning
Act	the <i>Body Corporate Community Management Act 1997</i> (Qld).
Alter	the erection of a building, a structural change or a non-structural change of any kind, the carrying out of any works or the causing of any damage.
Approved Booking	a booking request by an Owner or Occupier that is approved in writing by the Body Corporate. The Body Corporate may impose conditions of any approval under an Approved Booking, which may include, but are not limited to, timeframes of use, condition of Common Property upon the end of the booking and requiring measures to avoid Unreasonable Noise.
Body Corporate	the body corporate established upon the registration of the Scheme.
Caretaking Service Contractor	a service contractor for the Scheme who is also a letting agent for the Scheme.
Common Property	Scheme Land that is not included in a Lot.
Hard Flooring	means timber, tiles, vinyl, marble or any other equivalent material.

Letting Agent	a person conducting the business of acting as agent of an Owner for securing, negotiating or enforcing leases or occupancies for a Lot.
Lot	a lot in the Scheme.
Occupier	any person that occupies a Lot, including an Owner if the Owner occupies a Lot.
Owner	an owner of a Lot.
Prescribed Area	means a floor area that is situated directly above a habitable area (which does not include common property recreation areas, kitchens or bathrooms).
Scheme	the scheme identified in this community management statement.
Scheme Land	a Lot or Common Property within the Scheme.
Smoke	to have control over an ignited smoking product or inhale through a personal vapouriser or hookah.
Unreasonable Noise	noise that creates a nuisance, hazard or interferes unreasonably with the use or enjoyment of a Lot or the Common Property.
Vehicle	cars, motorbikes, scooters, trucks, bicycles, boats, trailers, caravans, camper vans, mobile homes, golf buggies, segways, skateboards, rollerblades or any other equivalent means of transportation.
Visitor	a person invited onto Scheme Land by an Owner, Occupier or Visitor.

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

- (a) words and expressions defined in clause 1 or elsewhere have the meaning ascribed to them;
- (b) terms not defined in clause 1 or elsewhere but which are defined in the Act have the meanings given to them in the Act;
- (c) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (d) clause headings are inserted for convenience only and are not to be used in the interpretation or construction of these by-Laws;
- (e) words importing any gender include all other genders;
- (f) words importing the singular include the plural and vice versa;
- (g) a reference to a clause is a reference to a clause of these by-laws;
- (h) a reference to a person is to be construed as a reference to an individual, body corporate, unincorporated association, partnership, joint venture or government body;
- (i) a reference to anything (including, but not limited to, any right) includes a part of that thing but nothing in this clause implies that performance of part of an obligation constitutes performance of the obligation;
- (j) a reference to a statute, regulation, proclamation, ordinance, standard, or by-law includes all statutes, regulations, proclamations, ordinances, standards or by-laws varying, consolidating or replacing it, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;

- (k) where these by-laws say that something can or must be done by the Body Corporate then that thing may be done by the Committee unless there is a legal restriction on the Committee doing so;
- (l) all by-laws must be constructed so as to be valid, legal and enforceable in all respects. If any by-law is illegal, invalid or unenforceable it is to be read down to such extent as may be necessary to ensure that it is legal, valid, or enforceable as may be reasonable in the circumstances so as to give valid operation of a partial character. If any such by-law cannot be read down, it is deemed void and severed and the remaining by-laws are not in any way affected or impaired;
- (m) these by-laws must be read in conjunction with the Owner's and Occupier's obligations under the Act.

2 Applicability to visitors

- 2.1 Occupiers must take reasonable steps to ensure that their Visitors comply with these by-laws on the basis that the by-laws apply to Visitors to the extent that the by-laws apply to the Occupier.

3 Occupier details

- 3.1 Owners must provide the Body Corporate with the name and service address of any Occupier and Letting Agent for their Lot.

Regulating conduct and interferences

4 Nuisances

- 4.1 Owners and Occupiers must:

- (a) not use or permit the use of a Lot or the Common Property in a way that:
 - (i) causes a nuisance;
 - (ii) causes a hazard;
 - (iii) interferes unreasonably with the use or enjoyment of another Lot or the Common Property;
- (b) not Smoke on any part of the Scheme land unless it is:
 - (i) an indoor area of a Lot in a way that does not cause a nuisance, hazard or unreasonable interference; or
 - (ii) an indoor area of exclusive use in a way that does not cause a nuisance, hazard or unreasonable interference.

Note: an outdoor area of a Lot includes a balcony, courtyard, patio, or verandah and smoking is prohibited on these areas
- (c) communicate with the Body Corporate, Body Corporate Contractors, Owners or Occupiers in a way that is reasonable; and
- (d) ensure that when the Lot is used, sufficient floor coverings are installed in the Lot to prevent the transmission of Unreasonable Noise from the Lot.

5 Parking and Vehicles

- 5.1 An Owner, Occupier or Visitor must not, without the written approval of the Body Corporate:
 - (a) use a Vehicle in a way which creates a hazard; or

- (b) park a Vehicle on the Common Property except if the parking is:
 - (i) by a Visitor in a designated visitor car park; or
 - (ii) authorised in an exclusive use by-law.

5.2 An Owner or Occupier must provide to the Body Corporate the details of any Vehicles used by an Owner or Occupier on scheme land, including the registration number of the Vehicle.

5.3 A Visitor who parks in the designated visitor car park must display a notice on its Vehicle which includes:

- (a) the Visitor's contact details, including a phone number, email and postal address; and
- (b) the full name and lot number of the Owner or Occupier who the Visitor is visiting.

Note - an Owner or Occupier's Vehicle can be towed from the Common Property if parked in contravention of these by-laws without the Body Corporate being first required to send a contravention notice or make a dispute resolution application.

6 Works

Requirement for approval

- 6.1 An Owner or Occupier must not, without the written approval of the Body Corporate, Alter:
- (a) the Common Property; or
 - (b) their Lot unless the works are of a cosmetic nature that:
 - (i) does not affect another Lot or the Common Property; or
 - (ii) cannot be seen from another Lot or the Common Property.

Conditions of approval

- 6.2 The Body Corporate may impose conditions of any approval under this by-law, which may include, but are not limited to:
- (a) the improvement must be substantially in accordance with the plans and specifications provided to the Body Corporate detailing the way the Owner or Occupier is to Alter the Lot or Common Property;
 - (b) the way that the Owner or Occupier Alters the Lot or Common Property is:
 - (i) carried out by suitably qualified persons in accordance with any building requirements;
 - (ii) carried out as soon as reasonably practicable;
 - (iii) carried out in a way that does not cause a nuisance or unreasonable interference with Occupiers of other lots; and
 - (iv) suitably insured; and
 - (c) the owner of the Lot must maintain any works in a good and structurally sound condition.
 - (d) if the Alteration relates to Hard Flooring in a Prescribed Area:
 - (i) prior to the installation of the Hard Flooring, advice must be sought from a recognised acoustic consulting company to **(Initial Advice)**:
 - (A) obtain advice as to:

- i. suitable floor treatments to ensure that any Hard Flooring does not cause an unreasonable interference or nuisance to another Occupier (**Installation Requirements**); and
 - ii. the level of floor impact isolation rating required to ensure the Hard Flooring does not cause an unreasonable interference or nuisance to another Occupier (**Minimum Standard**); and
 - (B) determine the current level of floor impact isolation rating for the floor (**Current Standard**);
 - (ii) the Owner must provide the Body Corporate a copy of the Initial Advice;
 - (iii) any Hard Flooring must be installed with materials so as not to cause an unreasonable interference or nuisance to another Occupier and include the Installation Requirements;
 - (iv) any Hard Flooring must meet the following requirements after the Hard Flooring is installed (**Required Standard**):
 - (A) for areas where Hard Flooring already exists - a floor impact isolation rating of at least the greater of:
 - i. the Minimum Standard; or
 - ii. the Current Standard; or
 - (B) for areas where Hard Flooring does not presently exist – a floor impact isolation rating of at least the Minimum Standard;
 - (v) upon completion of the Hard Flooring installation:
 - (A) the Hard Flooring shall be further tested to ensure that Required Standard has been met (**Final Test**); and
 - (B) the Owner must provide the Body Corporate the results of the Final Test.

7 External appearance

- 7.1 The Owner or Occupier of a Lot must not, without the Body Corporate's written approval, do anything which changes the external appearance of the Lot (for example, the placement of an item or the hanging of washing on a balcony) which is visible from another Lot, the Common Property or from outside the Scheme.

8 Use of Lots

- 8.1 An Owner or Occupier must not, without the written approval of the Body Corporate, use their Lot:
- (a) for anything other than the purpose that the Lot was designed for; or
 - (b) if the owner or occupier of the Lot is not the Caretaking Service Contractor, in a way which competes with the Caretaking Service Contractor.

9 Obstruction

- 9.1 An Owner or Occupier must not, without the written approval of the Body Corporate:
- (a) obstruct the Common Property;
 - (b) place items on, or use for storage, the Common Property;
 - (c) exclusively use the Common Property without an authorising exclusive use by-law.

Title Reference 50966388**10 Auctions**

- 10.1 An Owner must not, without the written approval of the Body Corporate, carry out an auction on their Lot or the Common Property.

11 Garage sale

- 11.1 An Occupier must not, without the written approval of the Body Corporate, carry out a garage sale on their Lot or the Common Property.

12 Body Corporate contractors

- 12.1 An Owner or Occupier must not, without the written approval of the Body Corporate, provide instructions to contractors of the Body Corporate.

13 Animals**Requirement for approval**

- 13.1 An Owner or Occupier must not, without the written approval of the Body Corporate, bring or keep an animal in their Lot or the Common Property.

Conditions of approval

- 13.2 The Body Corporate may impose conditions of any approval under this by-law, which may include, but are not limited to:
- (a) the Owner or Occupier must ensure that when passing through Common Property, the animal is suitably restrained or carried;
 - (b) the animal must be registered with the council, if the animal is a type that allows council registration;
 - (c) the animal is kept within the Lot and not allowed to roam the Common Property;
 - (d) the Owner or Occupier must immediately pick up and dispose of any animal waste left on the Common Property; and
 - (e) the animal must carry an identification tag with the Owner or Occupier's details.

14 Waste

- 14.1 An Owner or Occupier must not, without the written approval of the Body Corporate:
- (a) leave waste on the Common Property other than in a designated waste bin designed for keeping the type of waste being disposed of;
 - (b) overfill a designated waste bin; or
 - (c) dispose of waste in a way which is not placed in a securely fastened and sufficiently durable bag, so as to reach the garbage bin without breaking open;
 - (d) deposit any of the following items into any garbage chute:
 - (i) glass;
 - (ii) cardboard;
 - (iii) boxes (e.g. pizza boxes, delivery boxes);

- (iv) long items (i.e. over 30cm length);
- (v) blankets, bedding, linens;
- (vi) styrofoam packaging, foam beads, packing peanuts.

15 Letterbox

- 15.1 An Owner or Occupier must not, without the written approval of the:
- (a) Body Corporate, use or interfere with a letterbox designated for the Body Corporate; or
 - (b) other relevant Lot Occupier, use or interfere with a letterbox designated for another Lot.

16 Access keys

- 16.1 An Owner or Occupier must not, without the written approval of the Body Corporate:
- (a) interfere, tamper or copy an access key for the Common Property or a Lot; or
 - (b) use an access key for which they are not authorised to use.

17 Restricted areas

- 17.1 An Owner or Occupier must not, without the written approval of the Body Corporate, access an area that has been restricted by the Body Corporate.

This includes the rooftop of the building and the cupboards located on common property labelled "Service Cupboards"

18 Use of utility infrastructure

- 18.1 An Owner or Occupier shall not, without the prior approval of the Body Corporate, use or interfere with any utility infrastructure.

For example - electrical outlets for purposes associated with the charging of electric Vehicles.

Structure of the scheme

19 Layered arrangement

- 19.1 Owners and Occupiers must comply with the by-laws for the principal body corporate to the extent they apply to the Scheme.

20 Building Management Statement

- 20.1 An Owner or Occupier must not, without the written approval of the Body Corporate, do anything which places the Body Corporate in breach of the building management statement that the Body Corporate is a party to.

21 Council and development restrictions

- 21.1 in accordance with conditions 149 and 156 of the development approval for the Scheme (Council reference A003456136):

- (a) 149) Community Management Statement

Any and all Community Management Statement (s) for the site are to contain the following information:

(b) 149(a) Communal Areas

The common areas, pool, BBQ areas, stairs, internal footpaths/pedestrian circulation routes and adjoining landscaping, lobbies, visitor car parks and bin storage areas as shown on the approved plans of layout shall form part of the common property and shall not be designated for the exclusive use of any unit.

(c) 149(b) Vehicular Spaces

Access driveway to any visitor car bay is not to be fitted with any roller door, gate or similar device preventing access to any visitor car bay, except after hours for security purposes and with the aid of an intercom to facilitate access of bona fide visitors. The remaining carpaces inclusive of service vehicle areas are to be used only for parking by the owners/occupiers/customers of the retail, office and residential units; and may be designated for the exclusive use of a retail, office and residential unit. Because Stage 2A provides a common visitor parking facility for the Stages 2A, 2B, 3A and 3B, provide car parking allocation in accordance with the approved plans.

(d) 149(c) Collection of Refuse

(i) Internal collection of refuse and recyclables remains the responsibility of the Body Corporate/ Tenants of the development. All refuse is to be stored internally in the basement storage areas.

(ii) Collection of the refuse and recyclables is to occur in accordance with an agreement for refuse collection with Council's City Waste Services. Bins are to be transferred to the ground level collection point on collection day and returned to the basement storage point on the same day.

(iii) Maintain an appropriately screened area for the storage and collection of refuse, including recyclables, in a position which is accessible to service vehicles on the site.

(e) 149(d) Landscaping

On-site landscaping is to be maintained generally in accordance with the approved plans.

(f) 149(e) CMS By-Laws.

Any Community Management Statement is to contain by-laws which reflect the requirements of these conditions.

(g) 149(f) Advise Purchasers

Any and all potential purchasers are to be advised of the above requirements prior to purchase of any unit.

(h) 156 Balconies and Terraces to Remain Unenclosed

All balconies and terraces shown on the approved drawings and documents, are to remain unenclosed with no shutters, glazing, louvres or similar permanent fixtures other than those consistent with the relevant "Brisbane City Plan 2000 - Residential Code" and/or clearly depicted on the approved drawings.

Facilities

22 Meeting room

Booking

22.1 An Owner or Occupier must not, without an Approved Booking, use the meeting room to the exclusion of other Owners and Occupiers.

Without a booking

- 22.2 An Owner or Occupier may use the meeting room on the conditions that the use does not:
- (a) conflict with an Approved Booking;
 - (b) exclude other Owners and Occupiers unless the use is consistent with an Approved Booking;
 - (c) cause damage to the meeting room; and
 - (d) leave the area unclean and untidy after use.

Exclusive use**23 Exclusive use - car parking and storage**

- 23.1 Owners are entitled to the exclusive use of that part of the Common Property or an asset of the Body Corporate presently identified in Schedule E or as allocated by the Original Owner (or a solicitor acting on behalf of the Original Owner as the Original Owner's agent) and notified to the Body Corporate during the period ending 1 year after the recording of this CMS for the purposes of section 174 of the Act for the purposes of car parking or storage as described in Schedule E.
- 23.2 Car spaces which have storage areas adjacent to them to which there is no means of access other than through the car space may only be reallocated under an agreed allocation under section 171(3)(b)(ii) of the Act if the storage area is also subject to the agreed allocation so that, at all times, there is a lawful means of access to the storage area.
- 23.3 Tandem car spaces (whereby there is no means of access other than through the adjoining tandem car space) may only be reallocated under an agreed allocation under section 171 (3)(b)(ii) of the Act if the adjoining tandem car space is also subject to the agreed allocation so that, at all times, there is a lawful means of access to the car space.
- 23.4 For the purposes of section 171 (3)(b)(i) of the Act, an allocation under this By-Law may be revoked, but only if the Owner of the Lot agrees in writing before the revocation.

24 What car spaces and storage areas can be used for

- 24.1 All car spaces must:
- (a) only be used for the parking of a single Motor Vehicle in each parking bay;
 - (b) not be used for the parking of any Heavy Vehicle;
 - (c) not be used for storage, except storage of household furniture and residential belongings in a storage area allocated for that purpose.
- 24.2 An Owner or Occupier having the exclusive use of a car space:
- (a) must ensure that any Motor Vehicle on the car space is in sound mechanical condition;
 - (b) cannot without the prior written consent of the Committee, enclose a car space or install any improvements on the car space.
- 24.3 All storage areas may only be used for of household furniture and residential belongings [save an except for any areas allocated for use by a Service Contractor or Letting Agent which may be used for storage in connection with such activities].

Title Reference 50966388**25 Exclusive use – gardens**

- 25.1 Owners are entitled to the exclusive use of that part of Common Property presently identified in Schedule E or as allocated by the Original Owner (or a solicitor acting on behalf of the Original Owner as the Original Owner's agent) and notified to the Body Corporate during the period ending 1 year after the recording of this CMS for the purposes of section 174 of the Act for the purposes of a garden area.
- 25.2 For the purposes of section 171(3)(b)(i) of the Act, an allocation under this By-Law may be revoked, but only if the Owner of the Lot agrees in writing before the revocation.

26 What gardens can be used for

- 26.1 Exclusive use areas under this By-Law may only be used for normal residential landscaping purposes.

27 Other rules applying to exclusive use areas

- 27.1 An Owner or Occupier who has the exclusive use a car space, storage or garden area ("exclusive use areas") must not:
- (a) litter or deposit rubbish on the exclusive use area;
 - (b) store any hazardous substance on the exclusive use area;
 - (c) use the exclusive use area in a way that may crease a nuisance to any other person.

28 Maintenance of exclusive use areas

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

- (i) Must keep the area in a clean and tidy condition and free from weeds, pests and vermin [if the Owner or Occupier fails to do so the Body Corporate may arrange specialist pest treatment (in addition to any regular pest treatment)];
 - (ii) allow the Body Corporate reasonable access to the area for the purposes of this By-Law;
 - (iii) not install any fixtures or fittings, or store any item in the area, without the permission of the Committee;
 - (iv) keep the landscaping in the area in good condition, including by replacing any plants with similar plants in keeping with the original landscaping of the Common Property [if the Owner or Occupier fails to do so the Body Corporate may arrange the same with the Costs and the Body Corporate can charge the relevant Owner or Occupier the Cost];
- (b) Body Corporate must:
- (i) maintain utility infrastructure;
 - (ii) maintain the structure generally [but if any such maintenance is required due to damage caused by an Owner or Occupier (other than fair wear and tear) the Body Corporate can charge the relevant Owner or Occupier the Cost of the same].

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

STATUTORY EASEMENTS - Lots affected by statutory easements are:

Easements for lateral or subjacent support	Common Property Lots 101-103, 201-208, 301-313, 401-413, 501-513, 601-613, 701-713, 801-813, 901-913 on SP253365
Easements for utility services and utility infrastructure	Common Property Lots 101-103, 201-208, 301-313, 401-413, 501-513, 601-613, 701-713, 801-813, 901-913 on SP253365
Easements for shelter	Common Property Lots 101-103, 201-208, 301-313, 401-413, 501-513, 601-613, 701-713, 801-813, 901-913 on SP253365
Easements for projections	-
Easements for maintenance of buildings close to boundaries	-

SERVICES LOCATION DIAGRAM - A Services Location Diagram is not required as the Scheme Land is a volumetric lot.

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

Lot on Plan	Purpose – gardens space(s)
Lot 101 on SP253365	101A
Lot 102 on SP253365	102A and 102B
Lot 103 on SP253365	103A and 103B
Lot 201 on SP253365	201A
Lot 301 on SP253365	301A and 301B
Lot 302 on SP253365	302A and 302B
Lot 303 on SP253365	303A
Lot 304 on SP253365	304A

Lot on Plan	Purpose – car parking space(s)	Purpose – storage space(s)
Lot 101 on SP253365	C86	
Lot 102 on SP253365	C22	
Lot 103 on SP253365	C26	S8

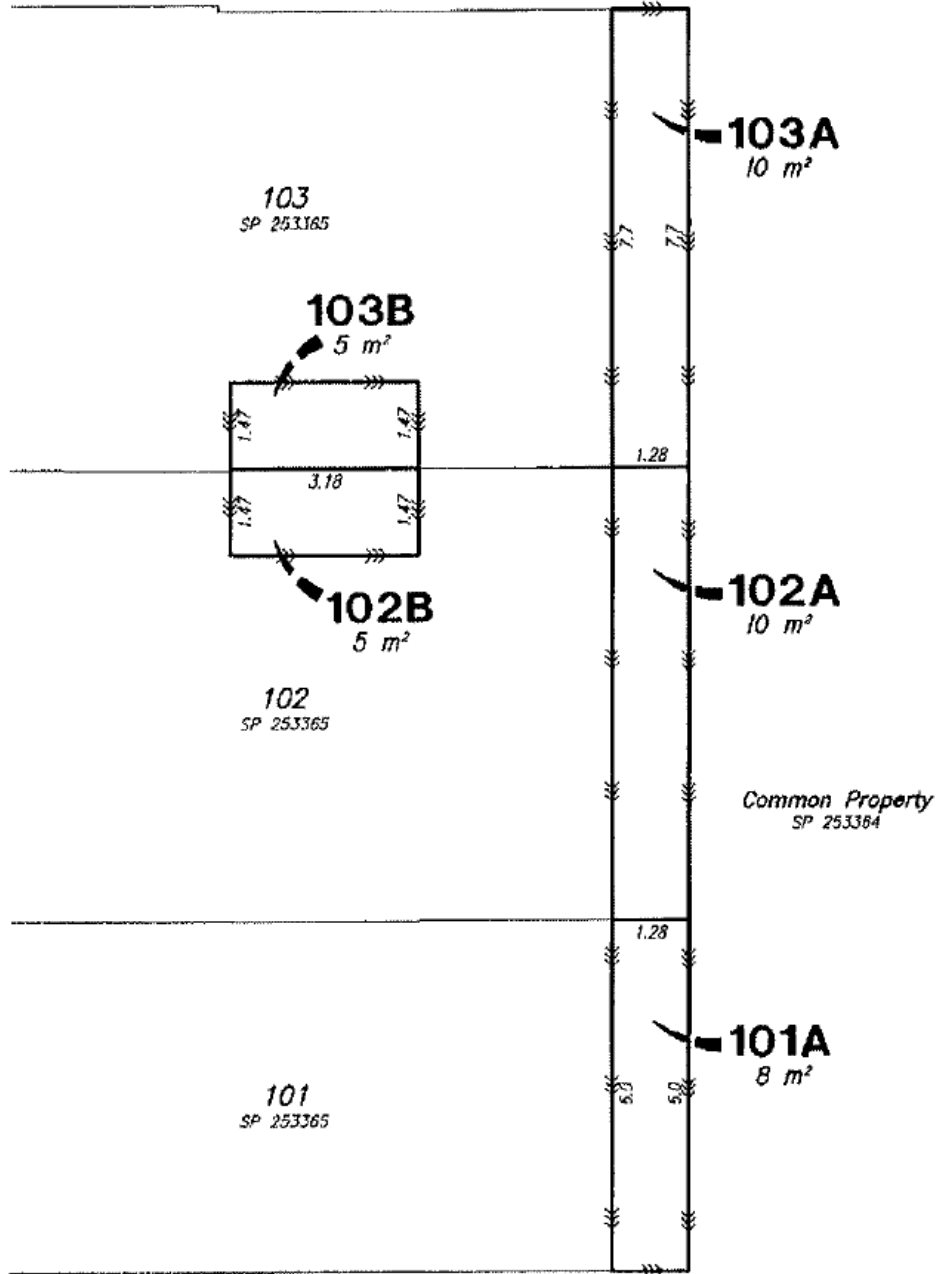
Lot on Plan	Purpose – car parking space(s)	Purpose – storage space(s)
Lot 201 on SP253365	C93	
Lot 202 on SP253365	C63	
Lot 203 on SP253365	C70	
Lot 204 on SP253365	C25	
Lot 205 on SP253365	C85	
Lot 206 on SP253365	C28	
Lot 207 on SP253365	C68	
Lot 208 on SP253365	C27	
Lot 301 on SP253365	C1	
Lot 302 on SP253365	C101	
Lot 303 on SP253365	C96	
Lot 304 on SP253365	C29	
Lot 305 on SP253365	C71	
Lot 306 on SP253365	C66	
Lot 307 on SP253365	C72	
Lot 308 on SP253365	C100	
Lot 309 on SP253365	C73	
Lot 310 on SP253365	C14	
Lot 311 on SP253365	C65	
Lot 312 on SP253365	C61	
Lot 313 on SP253365	C91	
Lot 401 on SP253365	C19	S7
Lot 402 on SP253365	C74	
Lot 403 on SP253365	C67	
Lot 404 on SP253365	C75	
Lot 405 on SP253365	C76	
Lot 406 on SP253365	C77	
Lot 407 on SP253365	C78	
Lot 408 on SP253365	C55	
Lot 409 on SP253365	C79	
Lot 410 on SP253365	C13	S12
Lot 411 on SP253365	C62	
Lot 412 on SP253365	C69	
Lot 413 on SP253365	C56	
Lot 501 on SP253365	C44	
Lot 502 on SP253365	C5	
Lot 503 on SP253365	C60	
Lot 504 on SP253365	C6	
Lot 505 on SP253365	C7	
Lot 506 on SP253365	C36	
Lot 507 on SP253365	C9	
Lot 508 on SP253365	C84	
Lot 509 on SP253365	C10	
Lot 510 on SP253365	C59	S6
Lot 511 on SP253365	C11	
Lot 512 on SP253365	C12	
Lot 513 on SP253365	C39	
Lot 601 on SP253365	C103	
Lot 602 on SP253365	C97	
Lot 603 on SP253365	C35	
Lot 604 on SP253365	C15	
Lot 605 on SP253365	C16	S9
Lot 606 on SP253365	C64	
Lot 607 on SP253365	C17	
Lot 608 on SP253365	C89	
Lot 609 on SP253365	C18	
Lot 610 on SP253365	C81	
Lot 611 on SP253365	C99	S4

Lot on Plan	Purpose – car parking space(s)	Purpose – storage space(s)
Lot 612 on SP253365	C98	S10
Lot 613 on SP253365	C38	
Lot 701 on SP253365	C4	S13 and S14
Lot 702 on SP253365	C21	
Lot 703 on SP253365	C40	
Lot 704 on SP253365	C23	
Lot 705 on SP253365	C24	
Lot 706 on SP253365	C41	
Lot 707 on SP253365	C42	
Lot 708 on SP253365	C80	
Lot 709 on SP253365	C43	
Lot 710 on SP253365	C83	
Lot 711 on SP253365	C8	S5
Lot 712 on SP253365	C53	
Lot 713 on SP253365	C37	S11
Lot 801 on SP253365	C3	
Lot 802 on SP253365	C45	
Lot 803 on SP253365	C90	
Lot 804 on SP253365	C46	
Lot 805 on SP253365	C47	
Lot 806 on SP253365	C51	
Lot 807 on SP253365	C48	
Lot 808 on SP253365	C87	
Lot 809 on SP253365	C49	
Lot 810 on SP253365	C31	
Lot 811 on SP253365	C95	
Lot 812 on SP253365	C54	
Lot 813 on SP253365	C58	
Lot 901 on SP253365	C2	
Lot 902 on SP253365	C50	
Lot 903 on SP253365	C92	
Lot 904 on SP253365	C34	
Lot 905 on SP253365	C104	
Lot 906 on SP253365	C88	
Lot 907 on SP253365	C20	
Lot 908 on SP253365	C82	
Lot 909 on SP253365	C102	
Lot 910 on SP253365	C30	
Lot 911 on SP253365	C52	
Lot 912 on SP253365	C94	
Lot 913 on SP253365	C57	

"CIRCA TWO" COMMUNITY TITLES SCHEME



LEVEL D
(Level 1/Ground)



denotes Centreline of Wall

We RPS Australia East Pty Ltd (ACN 140282762)
Cadastral Surveyor, certify that the details shown
on this sketch plan are correct.

Authorized Delegate

3.10.14 Date

SKETCH PLAN FOR EXCLUSIVE USE PURPOSES

Part of the Common Property
on Level D of
"CIRCA TWO" CTS



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LOCAL **BRISBANE**
GOVERNMENT: **CITY COUNCIL** LOCALITY: **NUNDAH**

A3

PLAN No.

107114-38

SHEET 1 OF 1

PARISH: TOOMBUL	COUNTY: STANLEY	DWG FILE: M111-01-02-11
MERIDIAN: SP 253364	DATE: 3/10/14	CHECKED BY: GP
DRAWN: TJE	SURVEYED: MWS	

"CIRCA TWO" COMMUNITY TITLES SCHEME



LEVEL E
(Level 2)

202
SP 253365

201
SP 253365

201A
21 m²

Common Property
SP 253365

Common Property
SP 253364

—>>> denotes Centreline of Wall

10 31 61 91m

We RPS Australia East Pty Ltd (ACN 140292762)
Cadastral Surveyor, certify that the details shown
on this sketch plan are correct.

Authorised Delegate

25.8.14 Date

SKETCH PLAN FOR EXCLUSIVE USE PURPOSES

Part of the Common Property
on Level E of
"CIRCA TWO" CTS



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LOCAL GOVERNMENT: **BRISBANE CITY COUNCIL** LOCALITY: **MUNDAH**

PARISH: TOOMBUL COUNTY: STANLEY
MERIDIAN: SP 253364 DATE: 25/8/14 DRAWN: TJE SURVEYED: MWS

A3

PLAN No.

107114-39

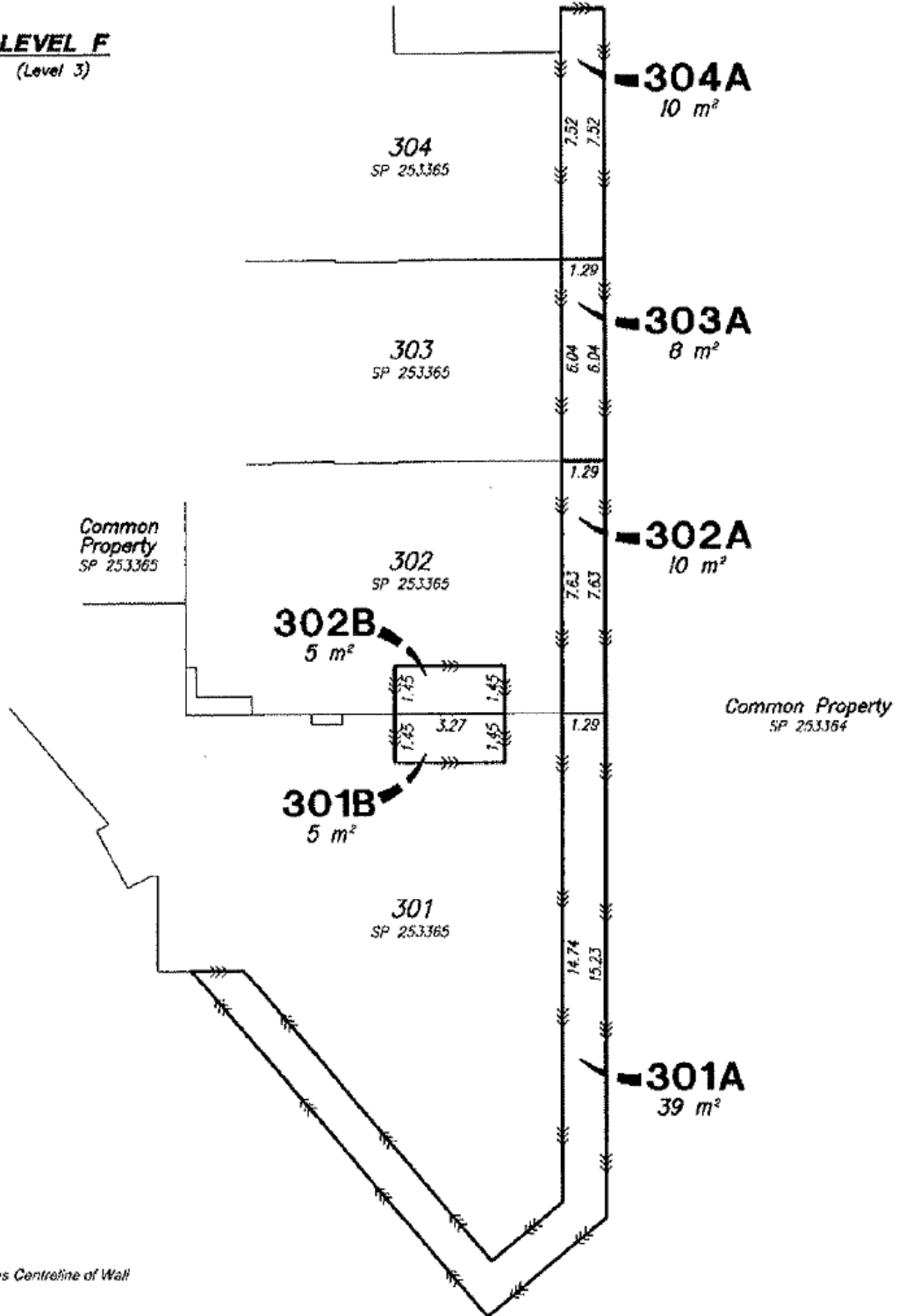
SHEET 1 OF 1

DWG FILE: 107114-01-02-12
CHECKED BY: GP

"CIRCA TWO" COMMUNITY TITLES SCHEME



LEVEL F
(Level 3)



10 6.25 12.5 18.75 m

We RPS Australia East Pty Ltd (ACN 140292762) Cadastral Surveyor, certify that the details shown on this sketch plan are correct.

Authorized Delegate

3-10-14 Date

SKETCH PLAN FOR EXCLUSIVE USE PURPOSES

Part of the Common Property on Level F of "CIRCA TWO" CTS

RPS Australia East Pty Ltd
ACN 140 292 762
ABN 54 140 292 702
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For more information contact
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LOCAL GOVERNMENT: **BRISBANE CITY COUNCIL** LOCALITY: **MUNDAH**

A3

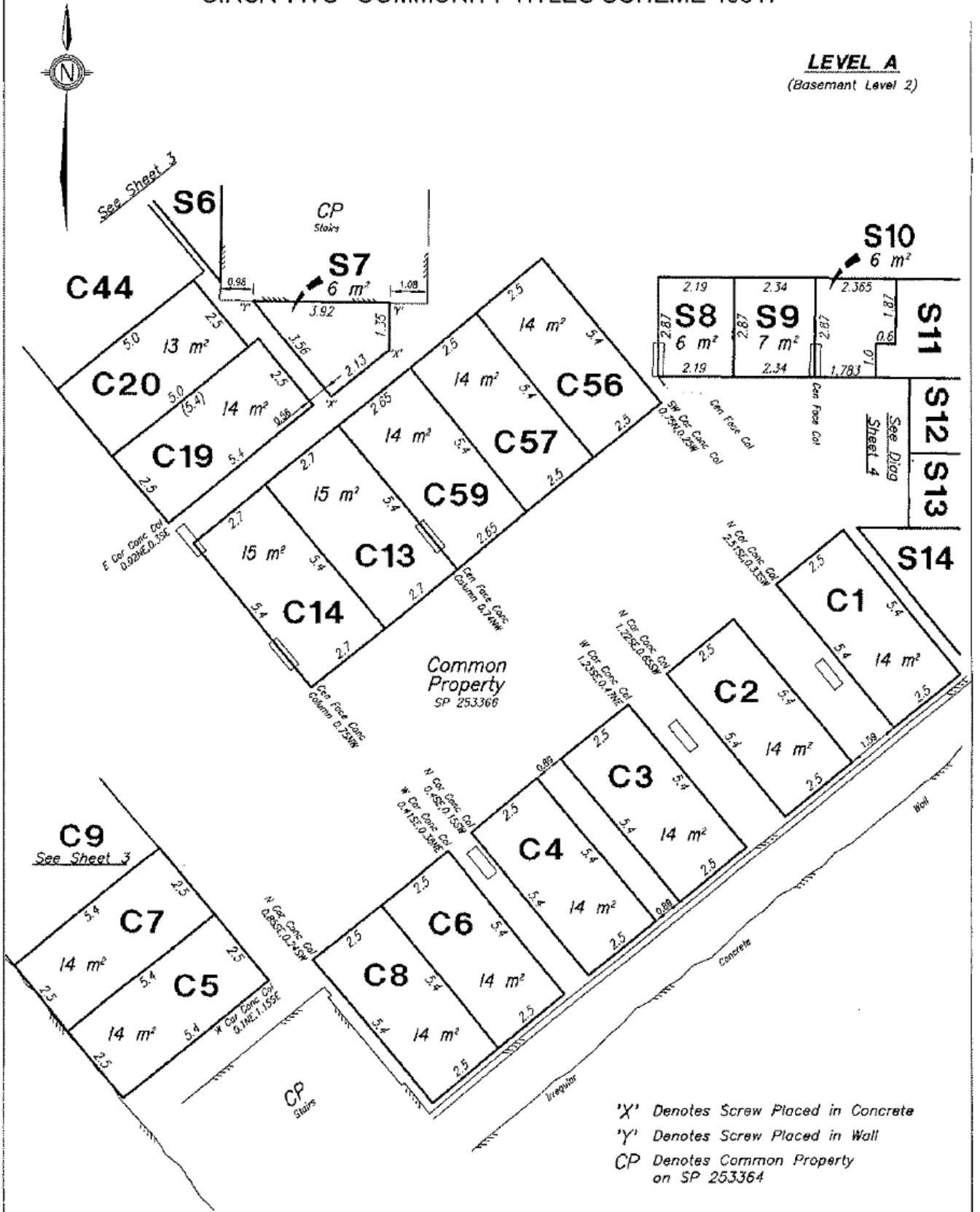
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SHEET 1 OF 1

PARISH: TOOMBUL COUNTY: STANLEY
MERIDIAN SP 253364 DATE: 3/10/14 DRAWN: TJE SURVEYED: MWS

OWS FILE: N0116-01-02-13
CHECKED BY: GP

"CIRCA TWO" COMMUNITY TITLES SCHEME 46517

LEVEL A
(Basement Level 2)



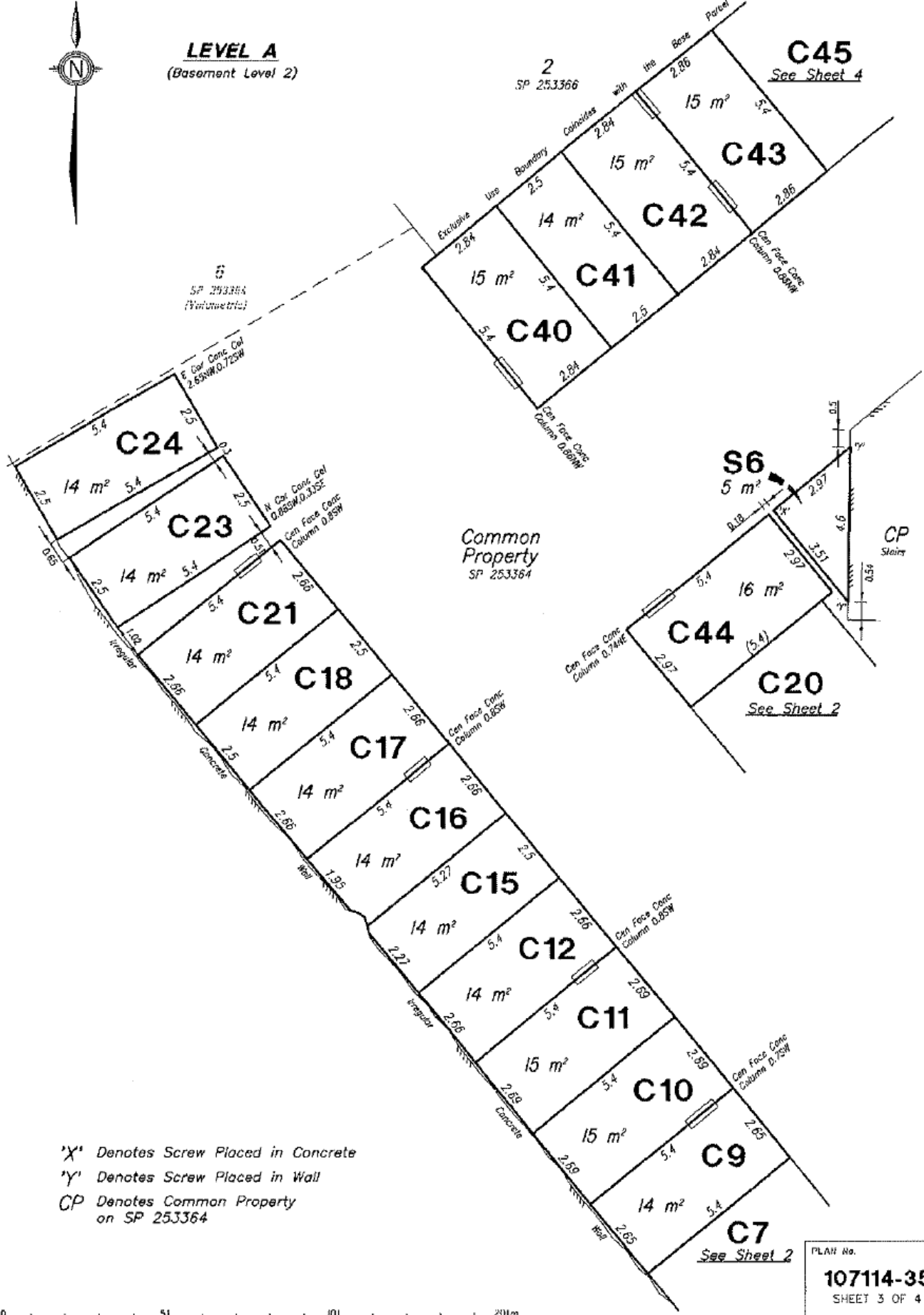
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 'Y' Denotes Screw Placed in Wall
 CP Denotes Common Property on SP 253366

P...AN No.
107114-35
 SHEET 2 OF 4

"CIRCA TWO" COMMUNITY TITLES SCHEME 46517



LEVEL A
(Basement Level 2)



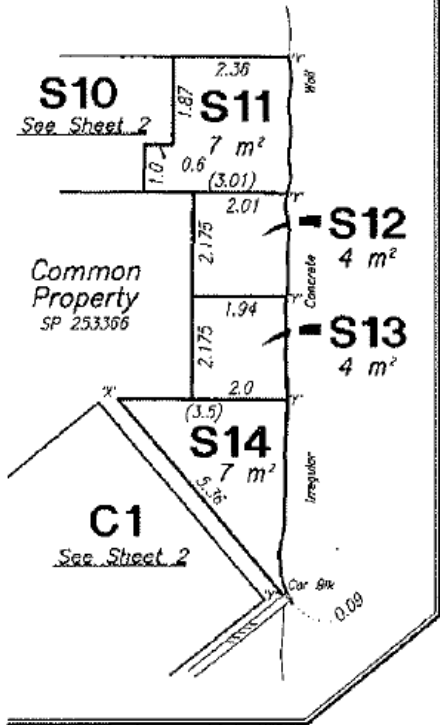
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 'Y' Denotes Screw Placed in Wall
 CP Denotes Common Property on SP 253364

PLAN No.
107114-35
 SHEET 3 OF 4

"CIRCA TWO" COMMUNITY TITLES SCHEME 46517

DIAGRAM

1 : 100



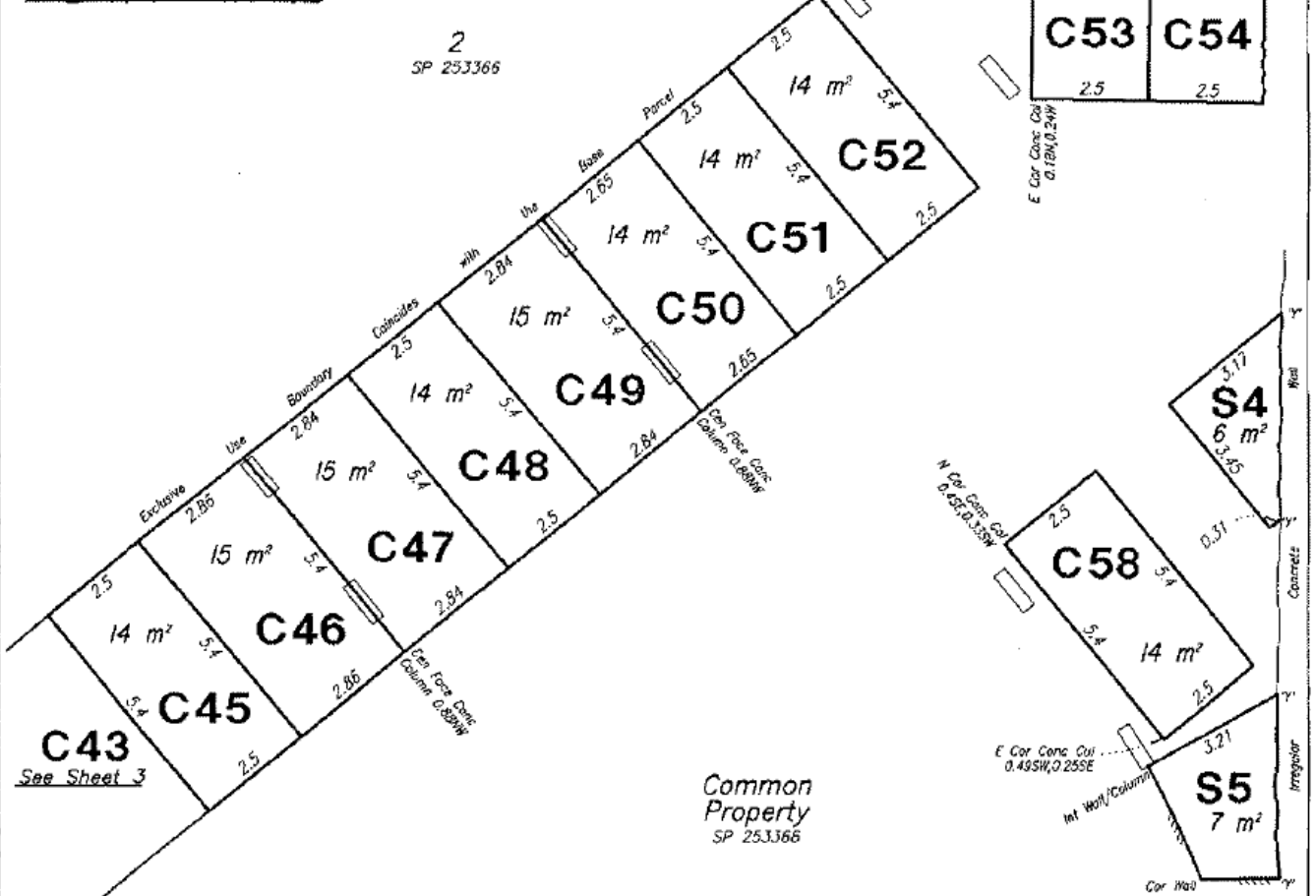
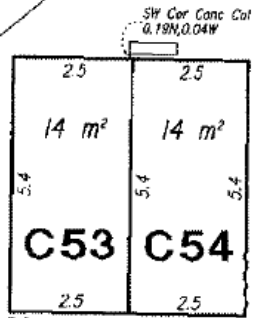
LEVEL A

(Basement Level 2)

'X' Denotes Screw Placed in Concrete

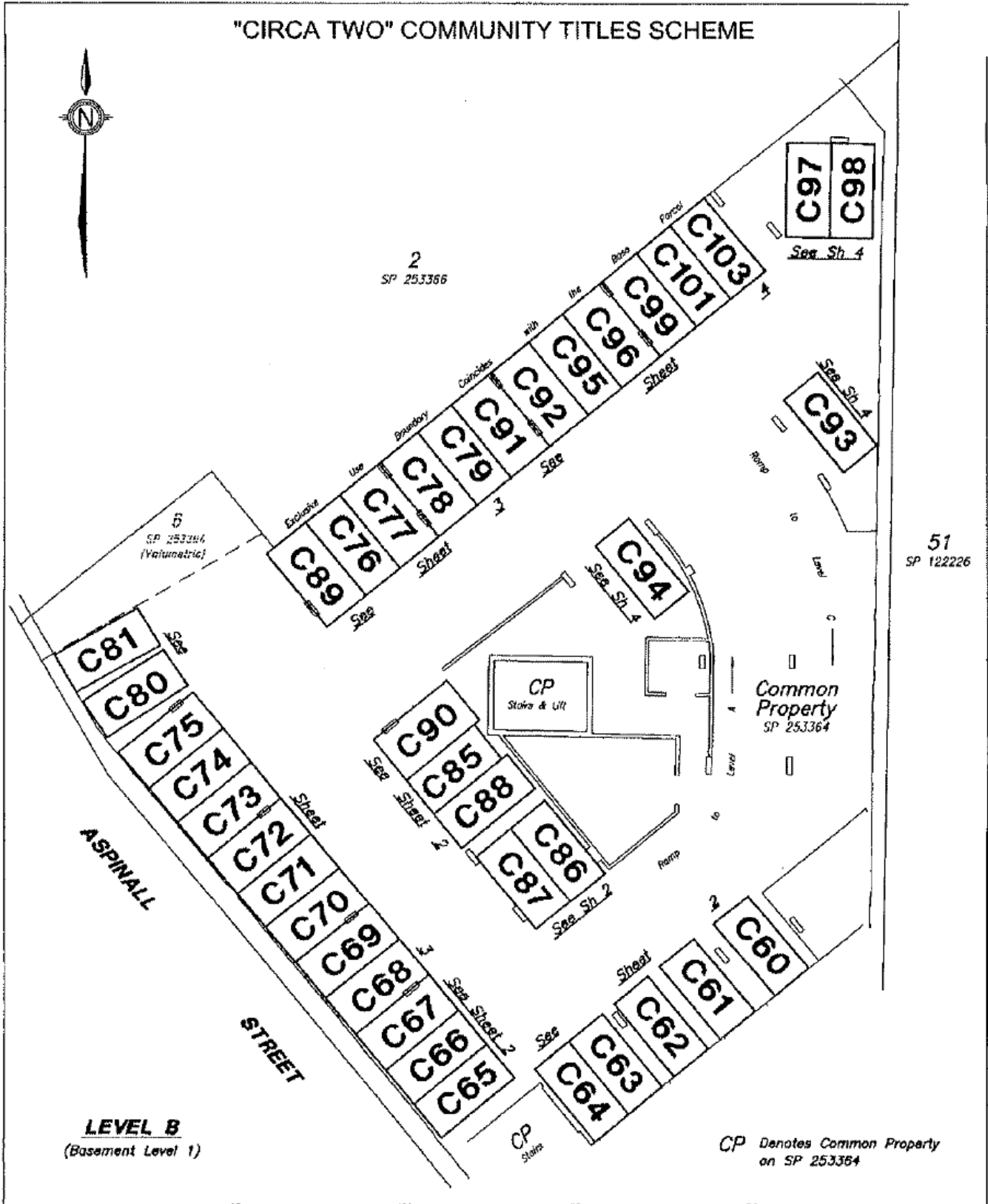
'Y' Denotes Screw Placed in Wall

2
SP 253366



PLAN No.
107114-35
SHEET 4 OF 4

0 5 10 20m



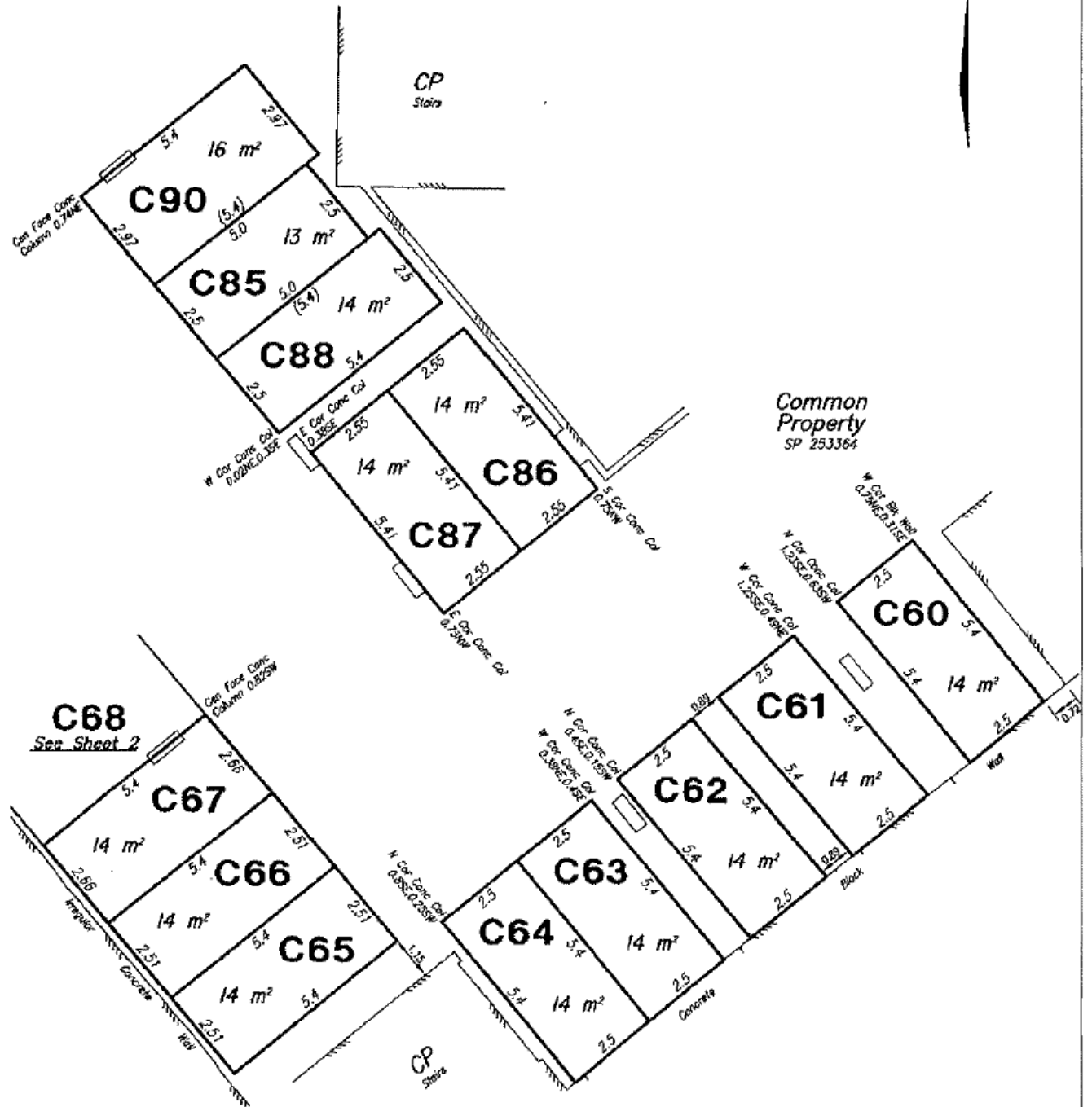
LEVEL B
(Basement Level 1)

CP Denotes Common Property on SP 253364

<p>We RPS Australia East Pty Ltd (ACN 140292752) Cadastral Surveyor, certify that the details shown on this sketch plan are correct.</p> <p><i>[Signature]</i> Authorised Delegate 25.8.14 Date</p>	<p>SKETCH PLAN FOR EXCLUSIVE USE PURPOSES Part of the Common Property on Level B of "Circa Nundah Village" CTS</p>		<p>RPS RPS Australia East Pty Ltd ACN 140292752 ABN 44 143 787 710 255 Ann Street PO Box 1326 Fortitude Valley QLD 4006 T: 61 7 3227 8900 F: 61 7 3227 8833 W: rps.com.au</p>
	<p>LOCAL GOVERNMENT: BRISBANE CITY COUNCIL LOCALITY: NUNDAH</p>	<p>PARISH: TOOMBUL COUNTY: STANLEY</p>	
<p>MERIDIAN: SP 253364 DATE: 25/8/14</p>	<p>DRAWN: TJE SURVEYED: MWS</p>	<p>DWG FILE: 107114-01-02-01</p>	<p>CHECKED BY: GP</p>

"CIRCA TWO" COMMUNITY TITLES SCHEME

LEVEL B
(Basement Level 1)



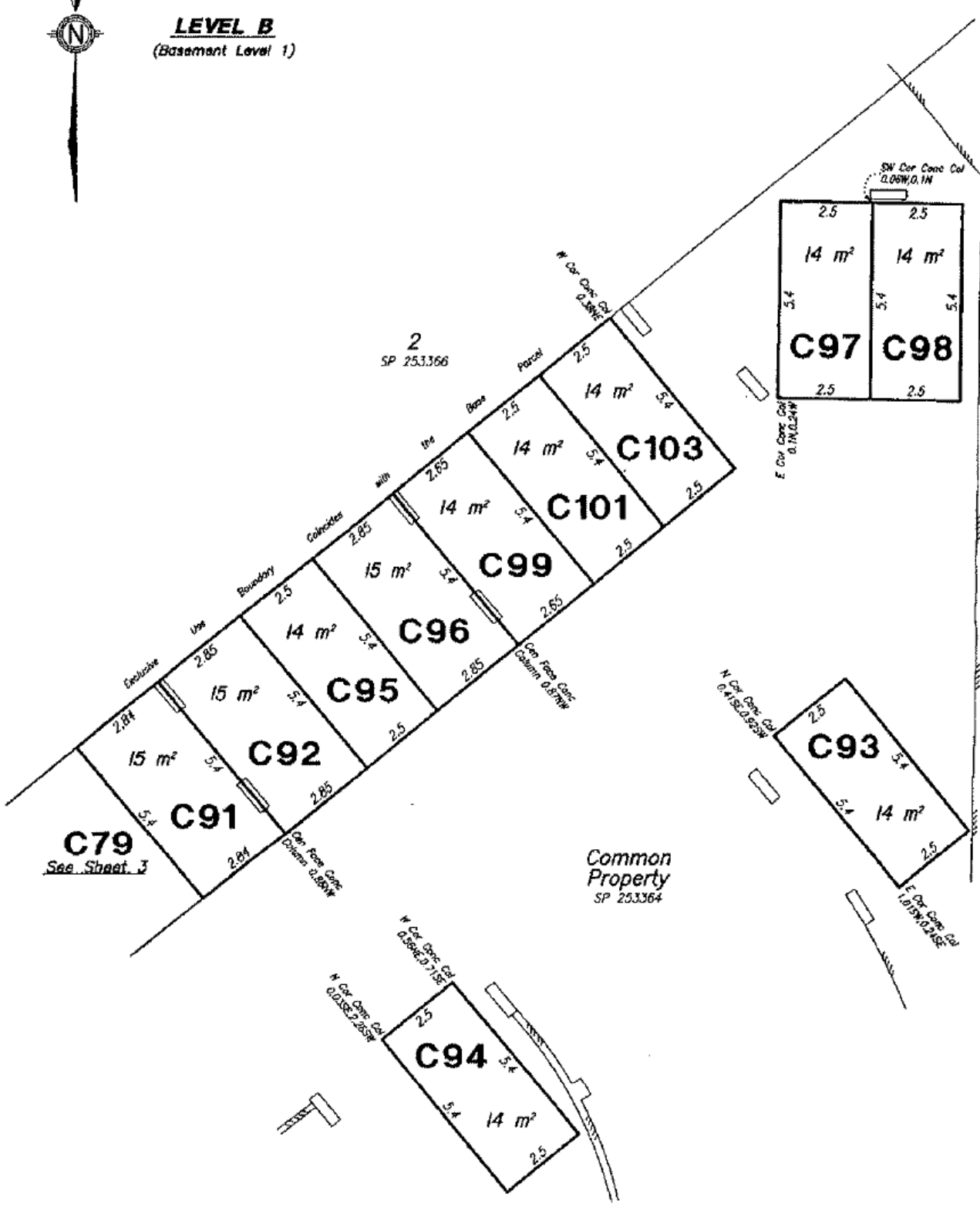
CP Denotes Common Property on SP 253364

PLAN No.
107114-36
SHEET 2 OF 4

"CIRCA TWO" COMMUNITY TITLES SCHEME

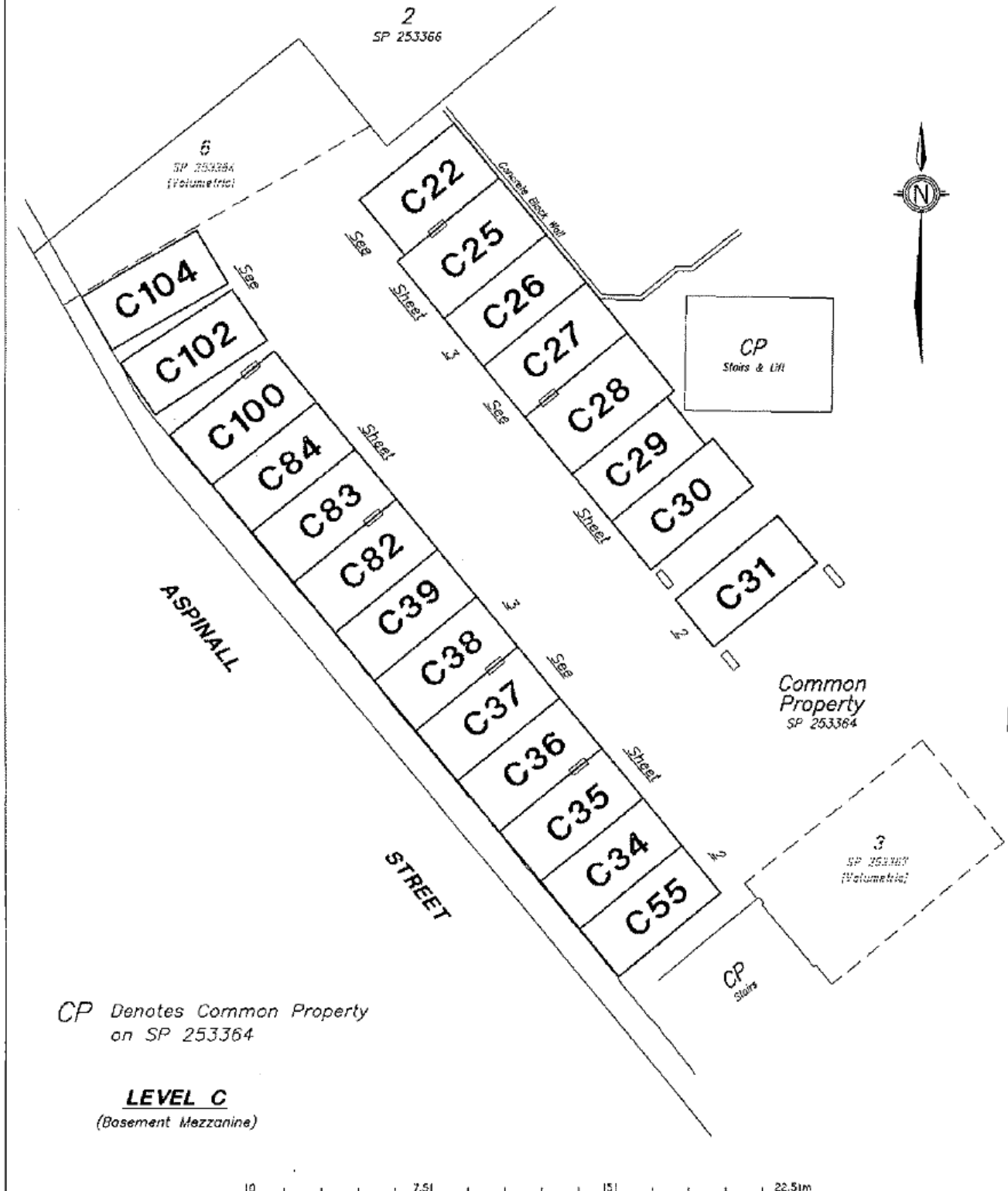


LEVEL B
(Basement Level 1)



PLAN No.
107114-36
SHEET 4 OF 4

"CIRCA TWO" COMMUNITY TITLES SCHEME 46517



CP Denotes Common Property on SP 253364

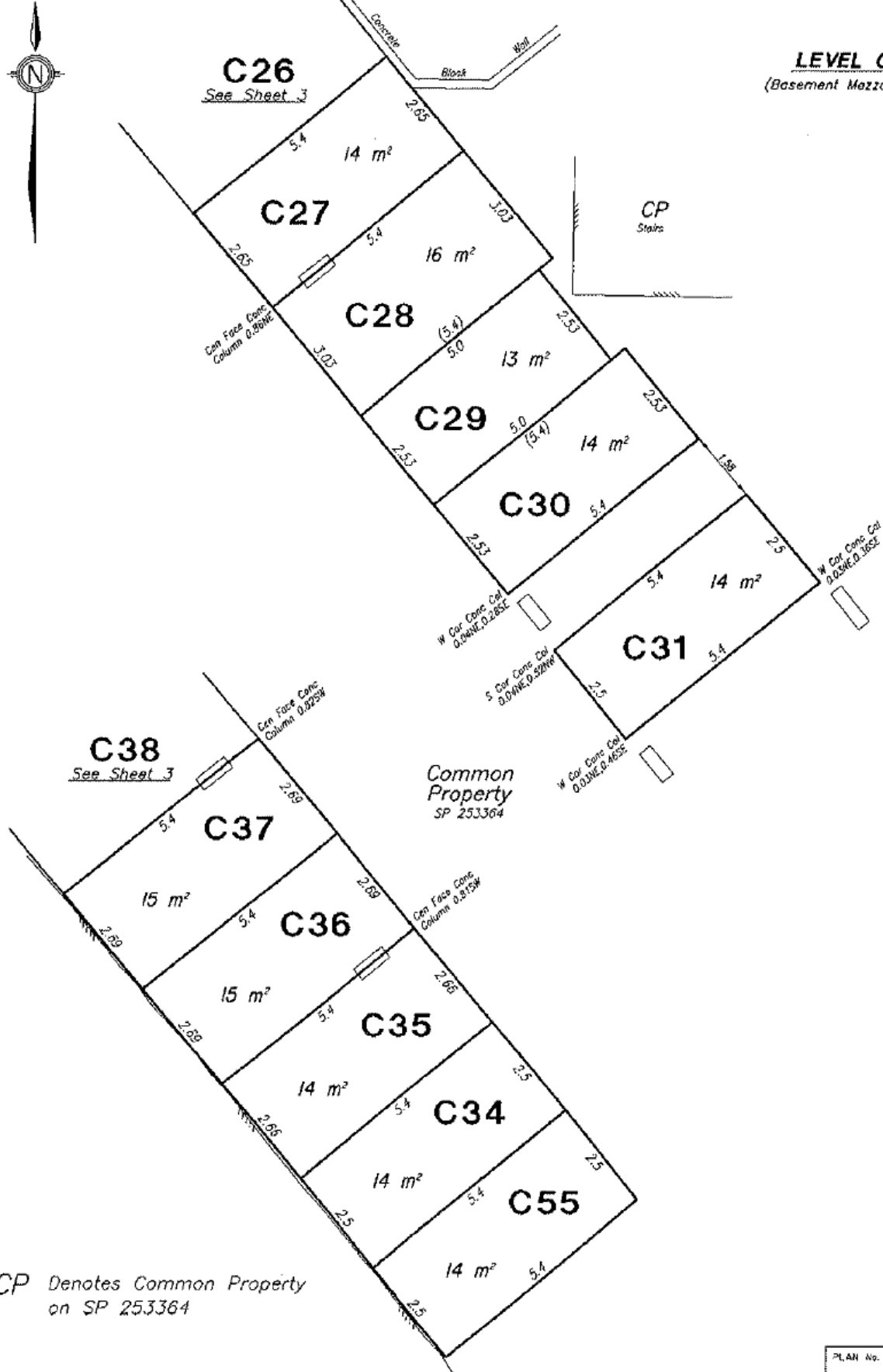
LEVEL C
(Basement Mezzanine)

<p>We RPS Australia East Pty Ltd (ACN 140292762) Cadastrol Surveyor, certify that the details shown on this sketch plan are correct.</p> <p><i>[Signature]</i> Authorised Delegate</p> <p>11/03/21 Date</p>	<p>SKETCH PLAN FOR EXCLUSIVE USE PURPOSES Part of the Common Property on Level C of "Circa Nundah Village" CTS</p> <p>LOCAL GOVERNMENT: BRISBANE CITY COUNCIL LOCALITY: NUNDAH</p> <p>MERIDIAN, SP 253364 DATE: 07/02/20 DRAWN: TJE SURVEYED: MWS CHECKED BY: DAC</p>	<p>RPS <small>RPS Australia East Pty Ltd ACN 140 292 762 Level 11 100 St John 520 William Street PO Box 1557 Fortitude Valley QLD 4005 T 61 7 3255 5500 F 61 7 3255 5501 W 91999833</small></p> <p>PLAN No. 107114-37 SHEET 1 OF 3</p>
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"CIRCA TWO" COMMUNITY TITLES SCHEME 46517



LEVEL C
(Basement Mezzanine)



CP Denotes Common Property on SP 253364

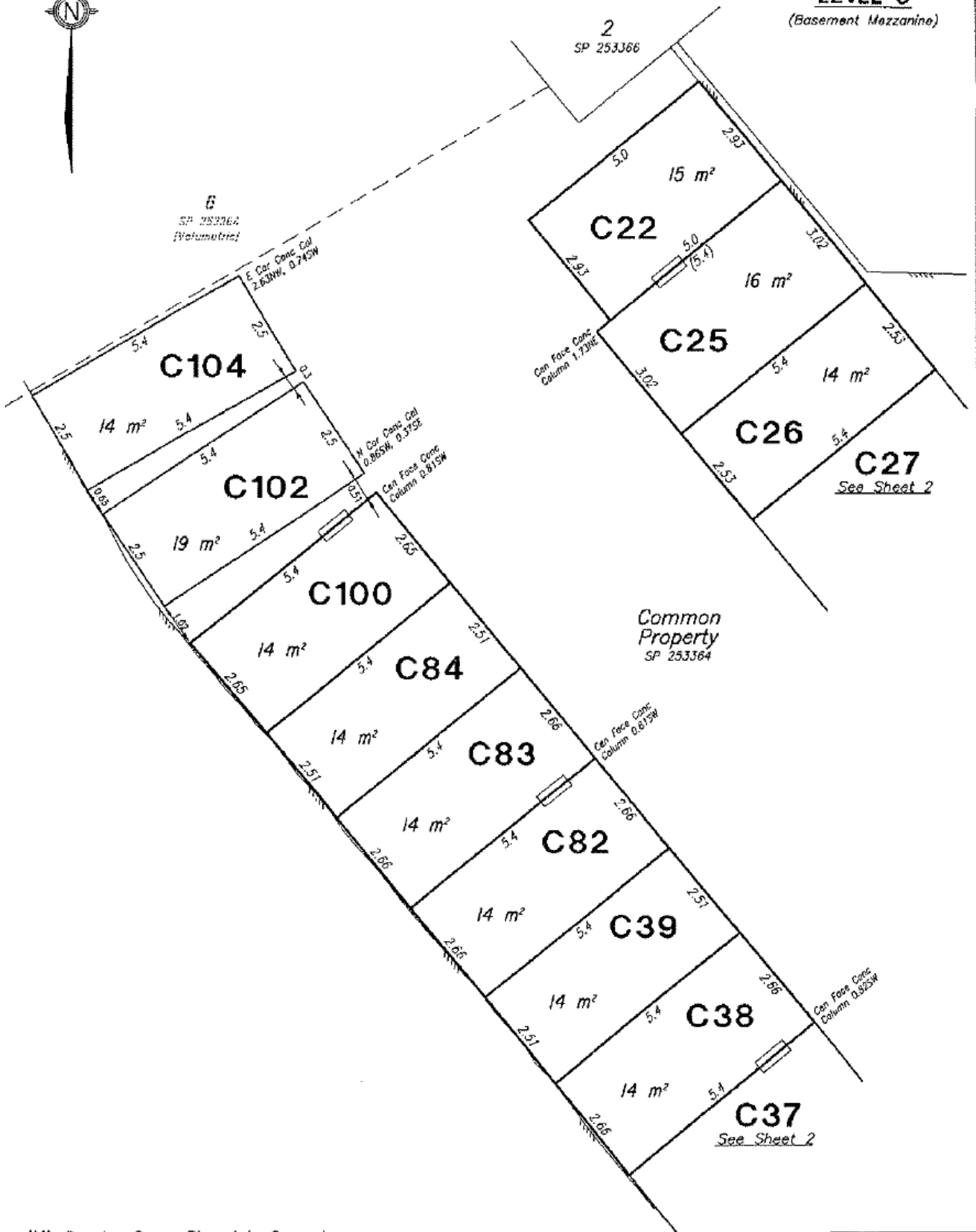
PLAN No.
107114-37
SHEET 2 OF 3

0 4 8 12 (m)

"CIRCA TWO" COMMUNITY TITLES SCHEME 46517



LEVEL C
(Basement Mezzanine)



'X' Denotes Screw Placed in Concrete

'Y' Denotes Screw Placed in Wall

PLAN No.

107114-37

SHEET 3 OF 3





CERTIFICATE OF CURRENCY

THE INSURED

POLICY NUMBER	QRSC19004698
PDS AND POLICY WORDING	Residential Strata Product Disclosure Statement and Policy Wording SCI034-Policy-RS-PPW-02/2021 Supplementary Product Disclosure Statement SCIA-036_SPDS_RSC-10/2021
THE INSURED SITUATION	Body Corporate for Circa Two Community Title Scheme 46517 16 Aspinall Road, Nundah, QLD, 4012
PERIOD OF INSURANCE	Commencement Date: 4:00pm on 30/09/2025 Expiry Date: 4:00pm on 30/09/2026
INTERMEDIARY ADDRESS	Aviso Broking Pty Ltd PO BOX 3777, South Brisbane BC, QLD, 4101
DATE OF ISSUE	08/10/2025

POLICY LIMITS / SUMS INSURED

SECTION 2	Liability	\$20,000,000	
SECTION 3	Voluntary Workers	Included	
SECTION 5	Fidelity Guarantee	\$100,000	
SECTION 6	Office Bearers' Liability	\$5,000,000	
SECTION 7	Machinery Breakdown	Not Included	
SECTION 9	PART A	Government Audit Costs – Professional Fees	\$25,000
	PART B	Appeal Expenses	\$100,000
	PART C	Legal Defence Expenses	\$50,000

This certificate of currency has been issued by Strata Community Insurance Agencies Pty Ltd, ABN 72 165 914 009, AFSL 457787 on behalf of the insurer Allianz Australia Insurance Limited, ABN 15 000 122 850, AFSL 234708 and confirms that on the Date of Issue a policy existed for the Period of Insurance and sums insured shown herein. The Policy may be subsequently altered or cancelled in accordance with its terms after the Date of Issue of this notice without further notice to the holder of this notice. It is issued as a matter of information only and does not confer any rights on the holder. This certificate does not amend, extend, replace, negate or override the benefits, terms, conditions and exclusions as described in the Schedule documents together with the Product Disclosure Statement and insurance policy wording.

Certificate Of Completion

Envelope Id: 283C1EA9-607B-4837-8C97-342A1BFC34B5

Status: Completed

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Originator organisation: Settlers Legal Pty Ltd

Originator: Peter Thornton

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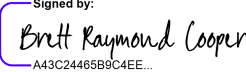
bvcoops@y7mail.com

Security Level:

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ID: 32e9c9b3-56db-4511-9627-0b375a17e766

22/4/2026 | 12:35

Signed by:

A43C24465B9C4EE...

Sent: 22/4/2026 | 12:10

Viewed: 22/4/2026 | 12:38

Signed: 22/4/2026 | 13:03

Signature Adoption: Pre-selected Style

Using IP Address:

2001:8004:1101:8e62:54c3:4d5:d4:b604

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 22/4/2026 | 12:38

ID: 03024fe8-05e2-466a-a351-e8b81d77a90b

Vanessa Valerie Cooper


bvcoops@gmail.com

Security Level:

.Email

ID: 98942b67-b46b-4626-857a-617cc8bd53c4

22/4/2026 | 13:40

Signed by:

4426BE4A7FE642A...

Sent: 22/4/2026 | 12:10

Viewed: 22/4/2026 | 13:40

Signed: 22/4/2026 | 13:42

Signature Adoption: Pre-selected Style

Using IP Address:

2001:8004:1101:8e62:54c3:4d5:d4:b604

Signed using mobile

Electronic Record and Signature Disclosure:

Accepted: 22/4/2026 | 13:40

ID: 46887402-23f5-49de-adff-be3b9e7a647a

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	22/4/2026 12:10
Certified Delivered	Security Checked	22/4/2026 13:40
Signing Complete	Security Checked	22/4/2026 13:42
Completed	Security Checked	22/4/2026 13:42

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

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