



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 Casey Jean Pomeroy

Property address (referred to as the "property" in this statement) 107/23 Parkland Street, Nundah 4012

Lot on plan description Lot 107 SP 216778

Community titles scheme or BUGTA scheme: Is the property part of a community titles scheme or a BUGTA scheme:
☒ Yes ☐ No
If Yes, refer to Part 6 of this statement for additional information If No, please disregard Part 6 of this statement as it does not need to be completed

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

Title details	The seller gives or has given the buyer the following— A title search for the property issued under the Land Title Act 1994 showing interests registered under that Act for the property. ☒ Yes A copy of the plan of survey registered for the property. ☒ Yes
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Registered encumbrances	Registered encumbrances, if any, are recorded on the title search, and may affect your use of the property. Examples include easements, statutory covenants, leases and mortgages. You should seek legal advice about your rights and obligations before signing the contract.
Unregistered encumbrances (excluding statutory encumbrances)	There are encumbrances not registered on the title that will continue to affect the property after settlement. ☐ Yes ☒ No 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. Unregistered lease (if applicable) If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows: » the start and end day of the term of the lease: » the amount of rent and bond payable: » whether the lease has an option to renew: Other unregistered agreement in writing (if applicable) If the unregistered encumbrance is created by an agreement in writing, and is not an unregistered lease, a copy of the agreement is given, together with relevant plans, if any. ☐ Yes Unregistered oral agreement (if applicable) If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows:
Statutory encumbrances	There are statutory encumbrances that affect the property. ☐ Yes ☒ No <i>If Yes, the details of any statutory encumbrances are as follows:</i>
Residential tenancy or rooming accommodation agreement	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. ☐ Yes ☒ No 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>) 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. As the owner of the property, you may need to provide evidence of the day of the last rent increase. You should ask the seller to provide this evidence to you prior to settlement.

Part 3 – Land use, planning and environment

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

Zoning	The zoning of the property is <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>: High Density Residential Zone (HDR1 – High Density Residential)	
Transport proposals and resumptions	The lot is affected by a notice issued by a Commonwealth, State or local government entity and given to the seller about a transport infrastructure proposal* to: locate transport infrastructure on the property; or alter the dimensions of the property. ☐ Yes ☒ No The lot is affected by a notice of intention to resume the property or any part of the property. ☐ Yes ☒ No <i>If Yes, a copy of the notice, order, proposal or correspondence must be given by the seller.</i>	
Contamination and environmental protection	The property is recorded on the Environmental Management Register or the Contaminated Land Register under the <i>Environmental Protection Act 1994</i>. ☐ Yes ☒ No The following notices are, or have been, given: 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). ☐ Yes ☒ No A notice under section 369C(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which an environmental enforcement order applies). ☐ Yes ☒ No A notice under section 347(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which a prescribed transitional environmental program applies). ☐ Yes ☒ No	
Trees	There is a tree order or application under the <i>Neighbourhood Disputes (Dividing Fences and Trees) Act 2011</i> affecting the property. ☐ Yes ☒ No <i>If Yes, a copy of the order or application must be given by the seller.</i>	
Heritage	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). ☐ Yes ☒ No	
Flooding	Information about whether the property is affected by flooding or another natural hazard or within a natural hazard overlay can be obtained from the relevant local government and you should make your own enquires. Flood information for the property may also be available at the FloodCheck Queensland portal or the Australian Flood Risk Information portal.	
Vegetation, habitats and protected plants	Information about vegetation clearing, koala habitats and other restrictions on development of the land that may apply can be obtained from the relevant State government agency.	

Part 4 – Buildings and structures

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

Swimming pool	There is a relevant pool for the property. If a community titles scheme or a BUGTA scheme – a shared pool is located in the scheme. Pool compliance certificate is given. OR Notice of no pool safety certificate is given.	☒ Yes ☐ No ☒ Yes ☐ No ☒ Yes ☐ No ☐ Yes ☐ No
Unlicensed building work under owner builder permit	Building work was carried out on the property under an owner builder permit in the last 6 years. ☐ Yes ☒ 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. ☐ Yes ☒ 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. ☐ Yes ☒ 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 1,000m², a Building Energy Efficiency Certificate is available on the Building Energy Efficiency Register.	
Asbestos	The seller does not warrant whether asbestos is present within buildings or improvements on the property. Buildings or improvements built before 1990 may contain asbestos. Asbestos containing materials (ACM) may have been used up until the early 2000s. Asbestos or ACM may become dangerous when damaged, disturbed, or deteriorating. Information about asbestos is available at the Queensland Government Asbestos Website (asbestos.qld.gov.au) including common locations of asbestos and other practical guidance for homeowners.	

Part 5 – Rates and services

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

Rates	Whichever of the following applies—
	The total amount payable* for all rates and charges (without any discount) for the property as stated in the most recent rate notice is:
	Amount: \$618.35 Date Range: 1 July 2026 - 30 September 2026
	OR
	The property is currently a rates exempt lot.** ☐
	OR
	The property is not rates exempt but no separate assessment of rates ☐ is issued by a local government for the property.

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

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

Water	Whichever of the following applies—
	The total amount payable as charges for water services for the property as indicated in the most recent water services notice* is:
	Amount: \$327.70 Date Range: 10 March 2026 - 24 May 2026
	OR
	There is no separate water services notice issued for the lot; however, an estimate of the total amount payable for water services is:
	Amount: Date Range:

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

Part 6 – Community titles schemes and BUGTA schemes

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

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

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

Body Corporate and Community Management Act 1997	The property is included in a community titles scheme. ☒ Yes ☐ No (If Yes, complete the information below)
Community Management Statement	A copy of the most recent community management statement for the scheme as recorded under the <i>Land Title Act 1994</i> or another Act is given to the buyer. ☒ Yes Note—If the property is part of a community titles scheme, the community management statement for the scheme contains important information about the rights and obligations of owners of lots in the scheme including matters such as lot entitlements, by-laws and exclusive use areas.
Body Corporate Certificate	A copy of a body corporate certificate for the lot under the <i>Body Corporate and Community Management Act 1997</i>, section 205(4) is given to the buyer. ☒ Yes ☐ No If No— An explanatory statement is given to the buyer that states: ☐ Yes » a copy of a body corporate certificate for the lot is not attached; and » the reasons under section 6 of the <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.
Statutory Warranties	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.

Building Units and Group Titles Act 1980	The property is included in a BUGTA scheme ☐ Yes ☒ No (If Yes, complete the information below)
Body Corporate Certificate	A copy of a body corporate certificate for the lot under the <i>Building Units and Group Titles Act 1980</i>, section 40AA(1) is given to the buyer. ☐ Yes ☐ No If No— An explanatory statement is given to the buyer that states: ☐ Yes » a copy of a body corporate certificate for the lot is not attached; and » the reasons under section 7 of the <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. Note—If the property is part of a BUGTA scheme, you will be subject to by-laws approved by the body corporate and other by-laws that regulate your use of the property and common property.

Signatures – SELLER



Signature of seller

Signature of seller

Casey Jean Pomeroy

Name of Seller

Name of Seller

13/8/2026 | 2:44 PM AEST

Date

Date

Signatures – BUYER

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

Signature of buyer

Signature of buyer

Name of buyer

Name of buyer

Date

Date



Current Title Search

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Title Reference:	50745715	Search Date:	05/08/2026 10:23
Date Title Created:	12/11/2008	Request No:	57125759
Previous Title:	13137221, 16688219		

ESTATE AND LAND

Estate in Fee Simple

LOT 107 SURVEY PLAN 216778

Local Government: BRISBANE CITY

COMMUNITY MANAGEMENT STATEMENT 39237

REGISTERED OWNER

Dealing No: 719219847 21/01/2019

CASEY JEAN POMEROY

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
Deed of Grant No. 19551161 (ALLOT 4 POR 6)
2. MORTGAGE No 723647574 04/11/2024 at 14:46
COMMONWEALTH BANK OF AUSTRALIA A.C.N. 123 123 124

ADMINISTRATIVE ADVICES

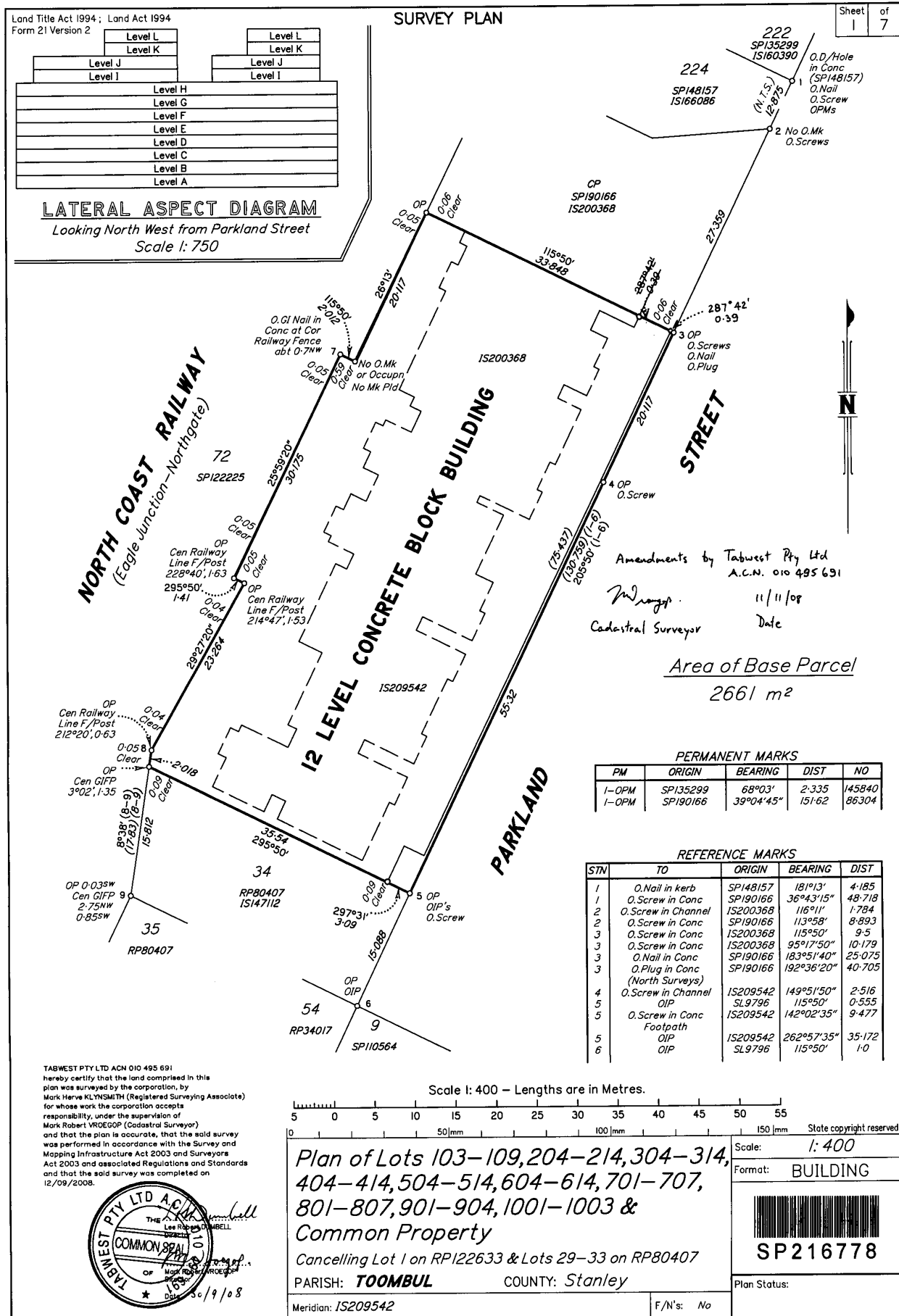
NIL

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **



712022923

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

BE 400 NT

\$6168.50
 03/11/2008 11:25

Registered

5. Lodged by

HENNING & HART LAUNCHES
 GPO BOX 142
 BRISBANE QLD 4001
 (07) 3002 8700 175
 (Include address, phone number, reference, and Lodger Code)

1. Certificate of Registered Owners or Lessees.

I/We DMC HOLDINGS (QLD) PTY LTD ACN 111 926 286
 TRUSTEE UNDER INSTRUMENT 708911435
 DMC HOLDINGS (QLD) PTY LTD ACN 111 926 286
 TRUSTEE UNDER INSTRUMENT 709850929
 DMC HOLDINGS (QLD) PTY LTD ACN 111 926 286
 TRUSTEE UNDER INSTRUMENT 709850938
 DMC HOLDINGS (QLD) PTY LTD ACN 111 926 286
 TRUSTEE UNDER INSTRUMENT 709850947

(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-

SALE DIRECTOR

DMC HOLDINGS (QLD)
 PTY LTD ACN 111 926 286
 as Trustee under
 Instruments 708911435,
 709850929, 709850938,
 709850947

6. Existing

Title Reference	Description	New Lots	Road	Emts	Cov.	Profit to be taken
14427169	Lot 1 on RP122633	103,204-206,304-306,404-406, 504-506,604-606,701,702,801 802,901,902,1001 & CP				
13137231	Lot 29 on RP80407	103,104,207,208,306-308,406-408, 506-508,606-608,702,703,802, 803,902,1001 & CP				
13137231	Lot 30 on RP80407	105,208,209,308-310,408,409 508,509,608,609,704,804,903 1002 & CP				
16688219	Lot 31 on RP80407	105,106,210,211,309-311,409-411, 509-511,609-611,704,705,804, 805,903,904,1002,1003 & CP				
16688219	Lot 32 on RP80407	106,107,211,212,311,312,411,412,511 512,611,612,705,706,805,806,904, 1003 & CP				
13137221	Lot 33 on RP80407	107-109,212-214,312-314,412-414, 512-514,612-614,706,707,806, 807 & CP				

MORTGAGE ALLOCATIONS

Mortgage	Lots Fully Encumbered	Lots Partially Encumbered
708911442	204,205,304,305,404,405,504, 505,604,605,701,801,901	103,206,306,406,506,606, 702,802,902,1001
709850961	104-109,207-214,307-314, 407-414,507-514,607-614, 703-707,803-807,903,904, 1002,1003	103,206,306,406,506,606, 702,802,902,1001

* Rule out whichever is inapplicable

2. Local Government Approval.

* **BRISBANE CITY COUNCIL**
 hereby approves this plan in accordance with the:
 % **INTEGRATED PLANNING ACT 1997**

Dated this 31st day of October, 2008

LESLEIE HOWARD ACWORTH

Appointed Officer

* Insert the name of the Local Government. % Insert Integrated Planning Act 1997 or
 # Insert designation of signatory or delegation Local Government (Planning & Environment) Act 1990

3. Plans with Community Management Statement:

CMS Number: **39237**

Name: **Parkside Apartments Toombul**

4. References:

Dept File:
 Local Govt:
 Surveyor: **04-093**

1001-1003 & CP
 901-904,
 701-707,801-807,
 504-514,604-614,
 304-314,404-414,
 103-109,204-214,

Por 6

7. Portion Allocation:

8. Map Reference:

9543-33421

9. Locality:

Nundah

10. Local Government:

BRISBANE CITY

11. Passed & Endorsed:

By: **ACN 010 495 691**
TABWEST PTY LTD
 Date: **30/10/08** **31/10/08**
 Signed: **CLD**
 Designation: **Cadastral Surveyor**

Date of Development Approval: 22/03/2007

12. Building Format Plans only.

I certify that:

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

* Part of the building shown on this plan
 encroaches onto adjoining lots and road

31/10/08
 Cadastral Surveyor/Director * Date
 * delete words not required

13. Lodgement Fees:

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

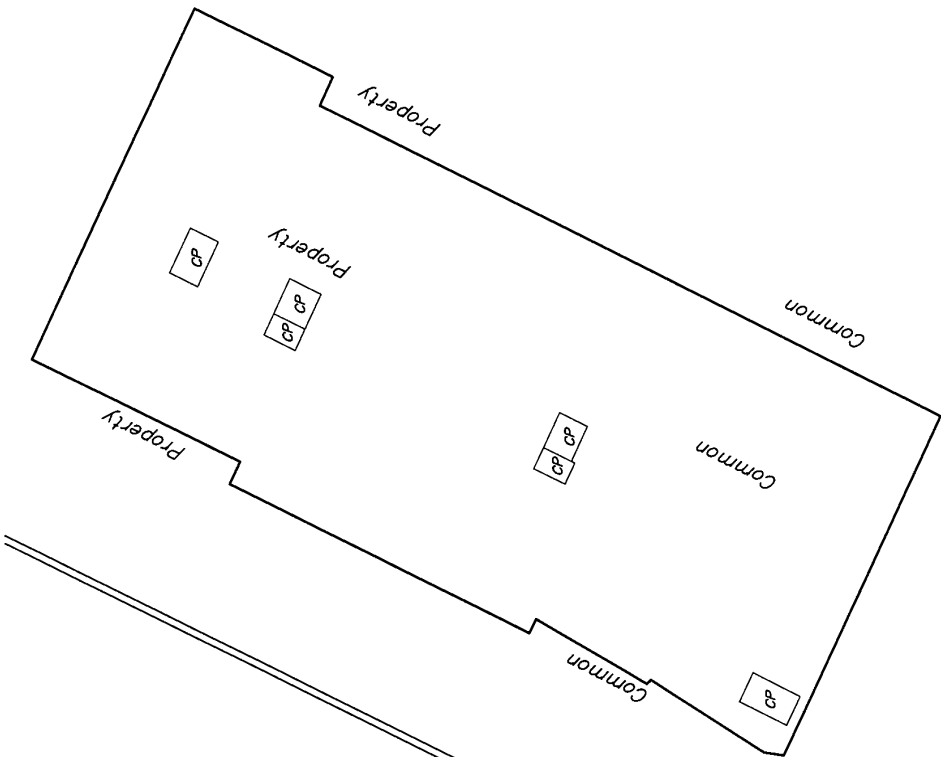
14. Insert
 Plan
 Number

SP216778

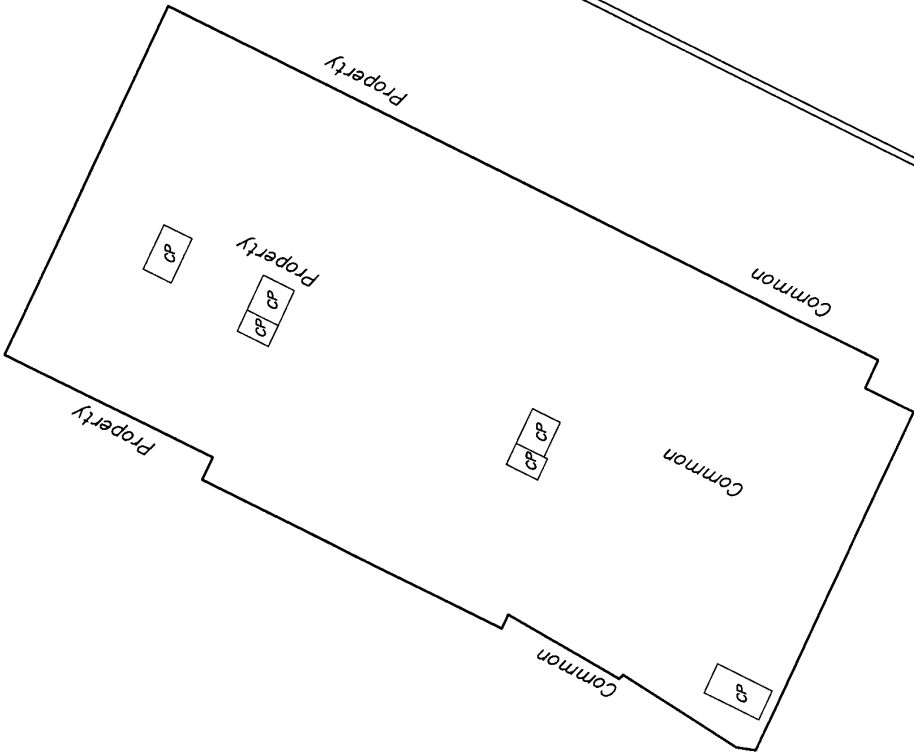
Land Title Act 1994 ; Land Act 1994
Form 21A Version 1

ADDITIONAL SHEET

Sheet	of
2	7



LEVEL B
Scale 1: 400



LEVEL A
Scale 1: 400

Scale 1: 400 – Lengths are in Metres.

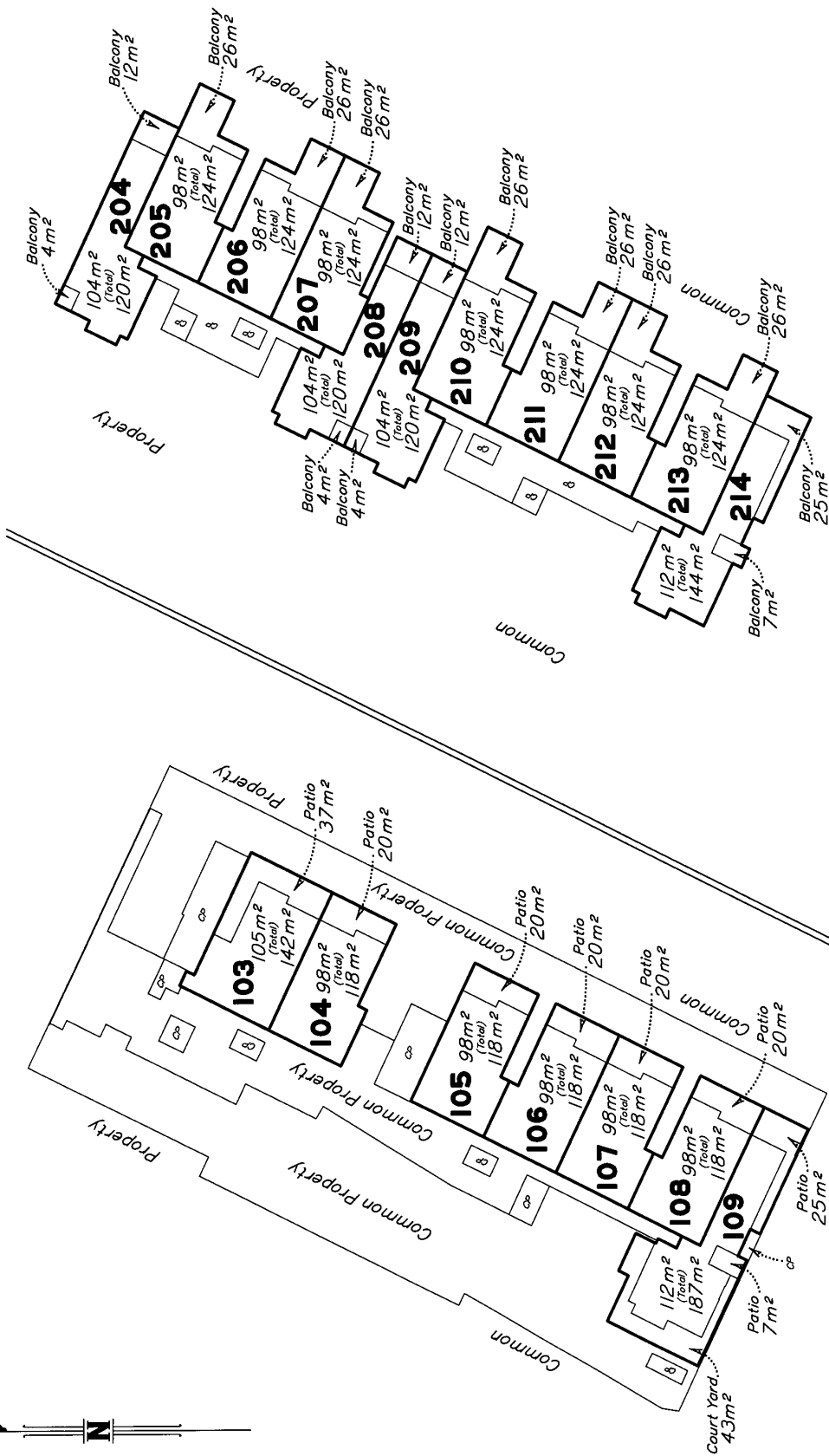
A horizontal scale bar with markings every 5 units from 0 to 55, representing metres.



0 50mm 100mm 150mm

State copyright reserved.

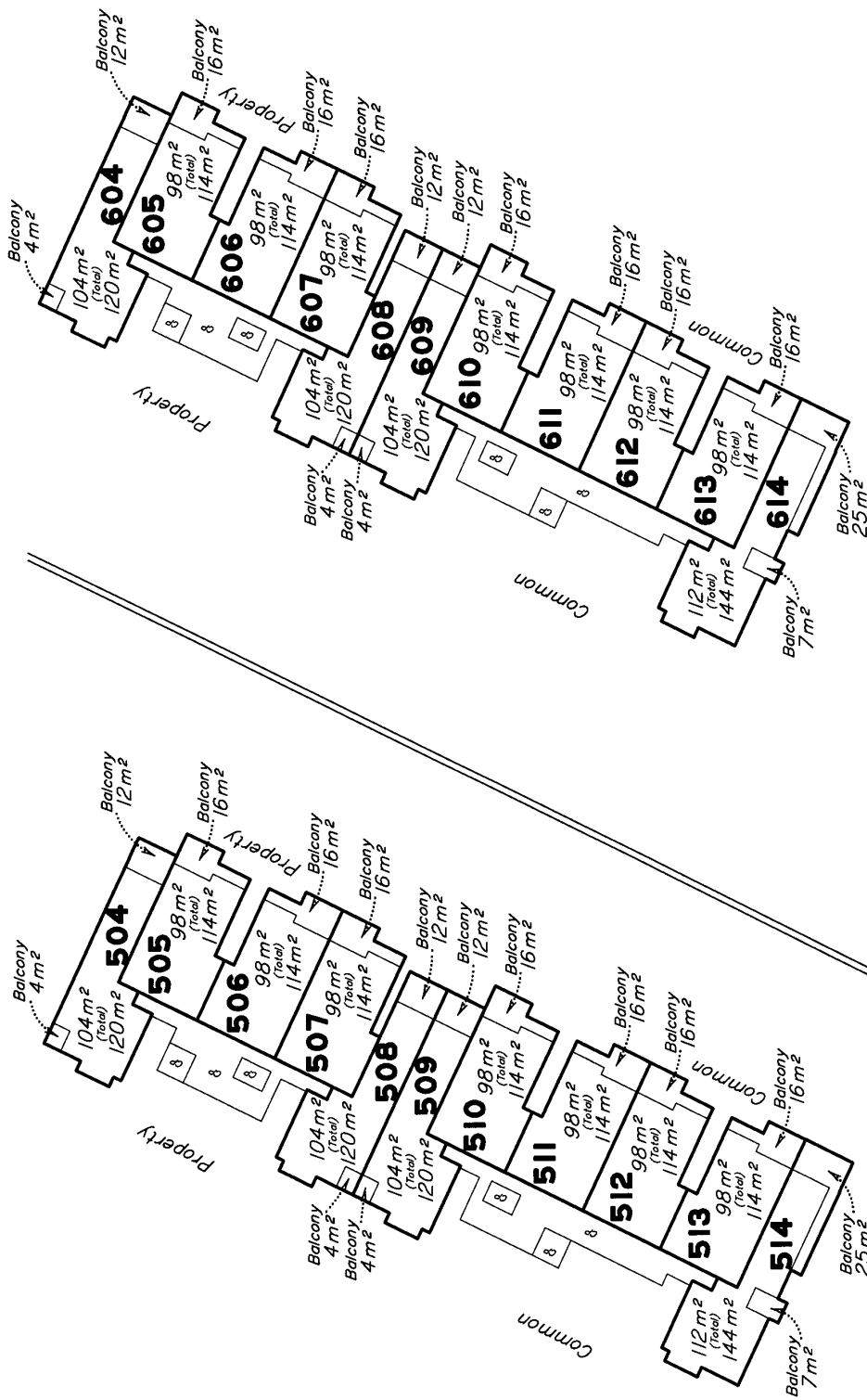
Insert
Plan
Number SP216778



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

ADDITIONAL SHEET

Sheet 5 of 7



LEVEL H
Scale 1:400

LEVEL G
Scale 1:400

Scale 1:400 - Lengths are in Metres.

State copyright reserved.

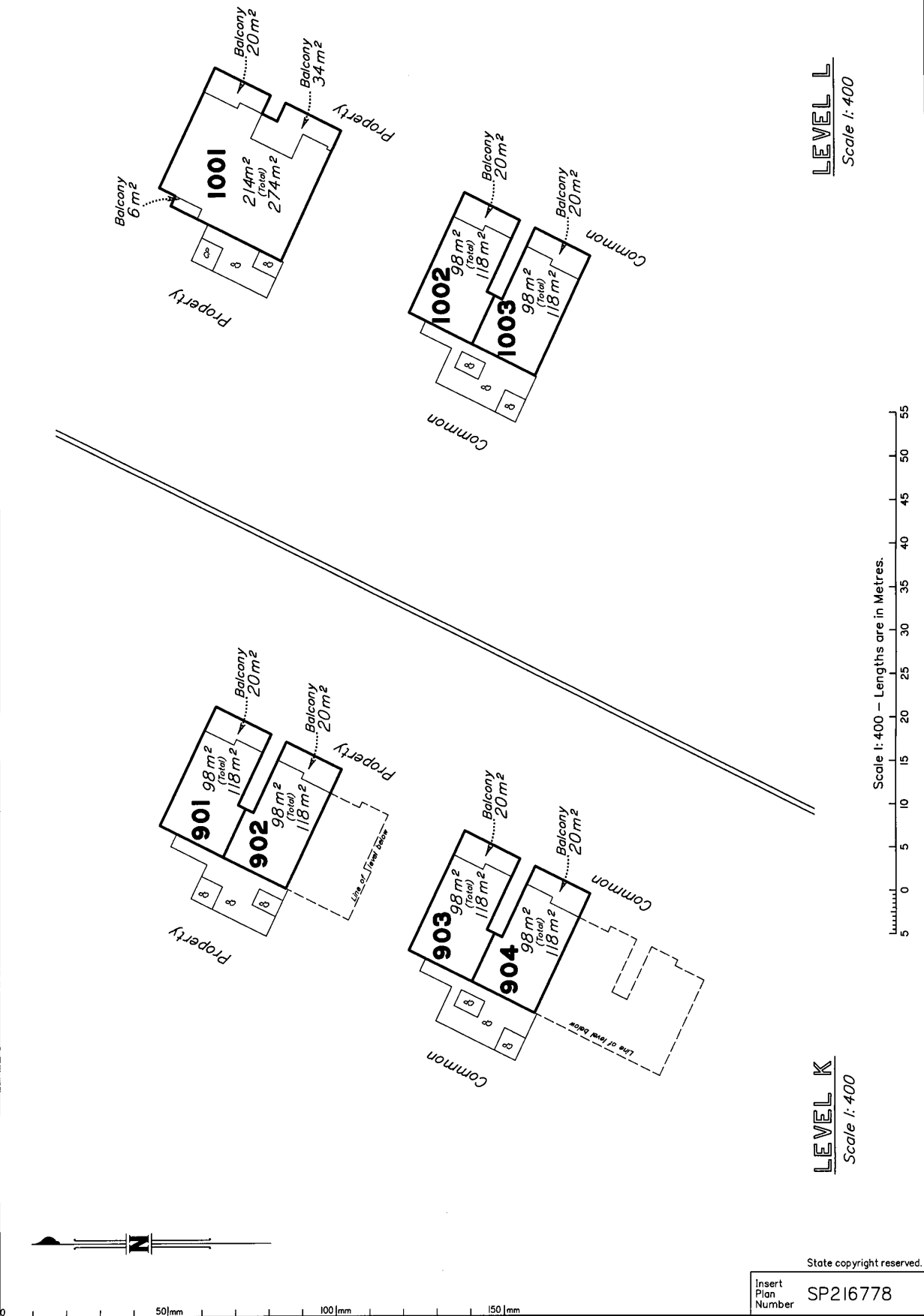
Insert Plan Number SP216778



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

ADDITIONAL SHEET

Sheet 7 of 7



QUEENSLAND TITLES REGISTRY PTY LTD AUTOMATED TITLES SYSTEM ENE470
 11/08/2026 16:37 COMMUNITY TITLES SCHEME SEARCH STATEMENT
 Request No: 57200602

Scheme Name: PARKSIDE APARTMENTS TOOMBUL COMMUNITY TITLES SCHEME 39237

Body Corp. Addr: HARTLEY'S STRATA SERVICES PTY LTD
 PO BOX 111
 CORINDA QLD
 4075

COMMUNITY MANAGEMENT STATEMENT No: 39237

Title	Lot	Plan
50745710	CP	SP 216778
50745711	103	SP 216778
50745712	104	SP 216778
50745713	105	SP 216778
50745714	106	SP 216778
50745715	107	SP 216778
50745716	108	SP 216778
50745717	109	SP 216778
50745718	204	SP 216778
50745719	205	SP 216778
50745720	206	SP 216778
50745721	207	SP 216778
50745722	208	SP 216778
50745723	209	SP 216778
50745724	210	SP 216778
50745725	211	SP 216778
50745726	212	SP 216778
50745727	213	SP 216778
50745728	214	SP 216778
50745729	304	SP 216778
50745730	305	SP 216778
50745731	306	SP 216778
50745732	307	SP 216778
50745733	308	SP 216778
50745734	309	SP 216778
50745735	310	SP 216778
50745736	311	SP 216778
50745737	312	SP 216778
50745738	313	SP 216778
50745739	314	SP 216778
50745740	404	SP 216778
50745741	405	SP 216778
50745742	406	SP 216778
50745743	407	SP 216778
50745744	408	SP 216778
50745745	409	SP 216778
50745746	410	SP 216778
50745747	411	SP 216778
50745748	412	SP 216778
50745749	413	SP 216778
50745750	414	SP 216778
50745751	504	SP 216778
50745752	505	SP 216778

QUEENSLAND TITLES REGISTRY PTY LTD AUTOMATED TITLES SYSTEM ENE470
11/08/2026 16:37 COMMUNITY TITLES SCHEME SEARCH STATEMENT
Request No: 57200602

Title	Lot	Plan
50745753	506	SP 216778
50745754	507	SP 216778
50745755	508	SP 216778
50745756	509	SP 216778
50745757	510	SP 216778
50745758	511	SP 216778
50745759	512	SP 216778
50745760	513	SP 216778
50745761	514	SP 216778
50745762	604	SP 216778
50745763	605	SP 216778
50745764	606	SP 216778
50745765	607	SP 216778
50745766	608	SP 216778
50745767	609	SP 216778
50745768	610	SP 216778
50745769	611	SP 216778
50745770	612	SP 216778
50745771	613	SP 216778
50745772	614	SP 216778
50745773	701	SP 216778
50745774	702	SP 216778
50745775	703	SP 216778
50745776	704	SP 216778
50745777	705	SP 216778
50745778	706	SP 216778
50745779	707	SP 216778
50745780	801	SP 216778
50745781	802	SP 216778
50745782	803	SP 216778
50745783	804	SP 216778
50745784	805	SP 216778
50745785	806	SP 216778
50745786	807	SP 216778
50745787	901	SP 216778
50745788	902	SP 216778
50745789	903	SP 216778
50745790	904	SP 216778
50745791	1001	SP 216778
50745792	1002	SP 216778
50745793	1003	SP 216778

COMMUNITY MANAGEMENT STATEMENT Dealing No: 718388668

** End of CMS Search Statement **

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

QUEENSLAND TITLES REGISTRY

GENERAL REQUEST

FORM 14 Version 4

Duty Imprint

Page 1 of 1



718388668

\$88.00

09/11/2017 15:53

BE 470

used to maintain priority
the Department's website.

1. Nature of request

REQUEST TO RECORD NEW COMMUNITY
MANAGEMENT STATEMENT FOR THE PARKSIDE
APARTMENTS TOOMBUL COMMUNITY TITLES
SCHEME 39237

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

HWL Ebsworth Lawyers
GPO Box 2033, Brisbane Qld 4001
Ph: 07 3169 4700
Email: mowens@howe.com.au
Ref:JDW:MPO:642330Lodger
Code
88A

2. Lot on Plan Description

COMMON PROPERTY OF THE
PARKSIDE APARTMENTS TOOMBUL
COMMUNITY TITLES SCHEME 39237

Title Reference

50745710

3. Registered Proprietor/State Lessee

BODY CORPORATE FOR THE PARKSIDE APARTMENTS TOOMBUL COMMUNITY TITLES SCHEME 39237

4. Interest

NOT APPLICABLE

5. Applicant

BODY CORPORATE FOR THE PARKSIDE APARTMENTS TOOMBUL COMMUNITY TITLES SCHEME 39237

6. Request

I hereby request that: the New Community Management Statement deposited herewith which amends Schedule E of the existing Community Management Statement be recorded as the Community Management Statement for The Parkside Apartments Toombul Community Titles Scheme 39237.

7. Execution by applicant

Michael Paul Owens
Solicitor8/11/2017
Execution Date

Applicant's or Solicitor's Signature

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

QUEENSLAND LAND REGISTRY

Body Corporate and Community Management Act 1997

NEW COMMUNITY MANAGEMENT STATEMENT

CMS Version 3

Page 1 of 28

**39237**

This statement incorporates and must include the following:

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

1. Name of community titles scheme Parkside Apartments Toombul Community Titles Scheme 39237	2. Regulation module Accommodation Module
3. Name of body corporate Body Corporate for Parkside Apartments Toombul Community Titles Scheme 39237	
4. Scheme land	
Lot on Plan Description	County
	Parish
Title Reference	
SEE ENLARGED PANEL	
5. Name and address of original owner # Not applicable.	6. Reference to plan lodged with this statement Not applicable.
# first community management statement only	

7. Local Government community management statement notation Not applicable pursuant to Section 60 (6) of the <i>Body Corporate and Community Management Act 1997</i> .
8. Execution by original owner/Consent of body corporate
Execution Date 8 / 11 / 2017  *Execution Chairperson Secretary *Original owner to execute for a <u>first</u> community management statement *Body corporate to execute for a <u>new</u> community management statement

Privacy Statement

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

QUEENSLAND LAND REGISTRY
Land Title Act 1994, Land Act 1994 and Water Act 2000**ENLARGED PANEL**Form 20 Version 2
Page 2 of 28**Title Reference 50745710 - Parkside Apartments Toombul Community Titles Scheme 39237**

Scheme Land Description of Lot	County	Parish	Title Reference
Common property of Parkside Apartments Toombul Community Titles Scheme 39237			50745710
Lots 103 to 109 on SP 216778	Stanley	Toombul	50745711 to 50745717
Lots 204 to 214 on SP 216778	Stanley	Toombul	50745718 to 50745728
Lots 304 to 314 on SP216778	Stanley	Toombul	50745729 to 50745739
Lots 404 to 414 on SP216778	Stanley	Toombul	50745740 to 50745750
Lots 504 to 514 on SP216778	Stanley	Toombul	50745751 to 50745761
Lots 604 to 614 on SP216778	Stanley	Toombul	50745762 to 50745772
Lots 701 to 707 on SP216778	Stanley	Toombul	50745773 to 50745779
Lots 801 to 807 on SP216778	Stanley	Toombul	50745780 to 50745786
Lots 901 to 904 on SP216778	Stanley	Toombul	50745787 to 50745790
Lots 1001 to 1003 on SP216778	Stanley	Toombul	50745791 to 50745793

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SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot	Plan	Contribution	Interest
103	SP 216778	10	10
104	SP 216778	10	10
105	SP 216778	10	10
106	SP 216778	10	10
107	SP 216778	10	10
108	SP 216778	10	10
109	SP 216778	10	10
204	SP 216778	10	10
205	SP 216778	10	10
206	SP 216778	10	10
207	SP 216778	10	10
208	SP 216778	10	10
209	SP 216778	10	10
210	SP 216778	10	10
211	SP 216778	10	10
212	SP 216778	10	10
213	SP 216778	10	10
214	SP 216778	10	10
304	SP 216778	10	10
305	SP 216778	10	10
306	SP 216778	10	10
307	SP 216778	10	10
308	SP 216778	10	10
309	SP 216778	10	10
310	SP 216778	10	10
311	SP 216778	10	10
312	SP 216778	10	10
313	SP 216778	10	10
314	SP 216778	10	10
404	SP 216778	10	10
405	SP 216778	10	10
406	SP 216778	10	10
407	SP 216778	10	10
408	SP 216778	10	10
409	SP 216778	10	10
410	SP 216778	10	10
411	SP 216778	10	10

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Lot	Plan	Contribution	Interest
412	SP 216778	10	10
413	SP 216778	10	10
414	SP 216778	10	10
504	SP 216778	10	10
505	SP 216778	10	10
506	SP 216778	10	10
507	SP 216778	10	10
508	SP 216778	10	10
509	SP 216778	10	10
510	SP 216778	10	10
511	SP 216778	10	10
512	SP 216778	10	10
513	SP 216778	10	10
514	SP 216778	10	10
604	SP 216778	10	10
605	SP 216778	10	10
606	SP 216778	10	10
607	SP 216778	10	10
608	SP 216778	10	10
609	SP 216778	10	10
610	SP 216778	10	10
611	SP 216778	10	10
612	SP 216778	10	10
613	SP 216778	10	10
614	SP 216778	10	10
701	SP 216778	10	10
702	SP 216778	10	10
703	SP 216778	10	10
704	SP 216778	10	10
705	SP 216778	10	10
706	SP 216778	10	10
707	SP 216778	10	10
801	SP 216778	10	10
802	SP 216778	10	10
803	SP 216778	10	10
804	SP 216778	10	10
805	SP 216778	10	10
806	SP 216778	10	10
807	SP 216778	10	10
901	SP 216778	10	10
902	SP 216778	10	10

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Lot	Plan	Contribution	Interest
903	SP 216778	10	10
904	SP 216778	10	10
1001	SP 216778	10	10
1002	SP 216778	10	10
1003	SP 216778	10	10
TOTALS:		830	830

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

Not Applicable

SCHEDULE C BY-LAWS**1. NOISE**

- (a) An Owner or occupier of a Lot, their servant or agents shall not make, or permit, any noise in the Lot or on Common Property which will be likely to interfere in any way with the peaceful enjoyment of other Owners or occupiers of Lots or those having business with them or of any person lawfully using the Common Property.
- (b) In the event of any unavoidable noise in a Lot at any time, the Owner or occupier shall take all practical means to minimise annoyance to other Owners or occupiers of Lots by closing all doors windows and curtains of its Lot and also such further steps as may be within his power for the same purpose.
- (c) All musical instruments, radios, television receivers and sound equipment shall be controlled so that the sound is reasonable and does not cause an annoyance to any other Owner or occupier of a Lot. Such equipment and instruments shall not be operated between the hours of 9:00 pm and 8:00 am in such a manner as to be audible at all to any other Owner or occupier of a Lot.
- (d) An Owner or occupier of a Lot shall not hold, or permit to be held, any social gathering in its Lot by which there shall be any noise which interferes with the quiet enjoyment of its Lot by any other Owner or occupier of a Lot at any time of day or night.
- (e) An Owner or occupier of a Lot shall request guests leaving after 11.00 pm to leave quietly and quietness shall be observed when an Owner or occupier of a Lot returns to the building after 10:00 pm and before 7:00 am.

2. DAMAGE TO COMMON PROPERTY

An Owner or occupier of a Lot shall not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property except with the consent in writing of the Body Corporate, but this By-law does not prevent an Owner or person authorised by it from installing:

- (a) any locking or other safety device for protection of its Lot against intruders; or
- (b) any screen or other device to prevent entry of animals or insects upon its Lot;

PROVIDED THAT the locking or other safety device or, screen or other device as the case may be, is constructed in a workman-like manner, is maintained in a state of good and serviceable repair by the Owner and does not detract from the good appearance of the building (as determined by the Committee of the Body Corporate).

3. DAMAGE TO LAWNS, ETC ON COMMON PROPERTY AND BODY CORPORATE ASSETS

An Owner or occupier of a Lot shall not -

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon Common Property or any Body Corporate asset; or
- (b) use for its own purposes as a garden any portion of the Common Property.

4. OBSTRUCTIONS

An Owner or occupier of a Lot shall not obstruct lawful use of Common Property by any person.

5. CORRESPONDENCE

All complaints or applications to the Body Corporate shall be addressed in writing to the Secretary of the Body Corporate or to the Body Corporate Manager.

6. RIGHT OF ENTRY

- (a) An Owner or occupier of a Lot, upon receiving reasonable notice from the Body Corporate, shall allow the Body Corporate or any contractors, sub-contractors, workmen or other person authorised by it, the right of access to its Lot for the purpose of carrying out works or effecting repairs on mains, pipes, wires or connections of any water, sewerage, drainage, gas, electricity, telephone or other system or service, whether to its Lot or to an adjoining Lot or Common Property.
- (b) Such repair, maintenance or renewal shall be at the expense of the Owner of the relevant Lot in cases where the need for such repair, maintenance, repair or renewal is due to any act or default of the Owner or the occupier of its Lot.
- (c) If not so permitted the Body Corporate, its servants, agents, employees, contractors or the Body Corporate Manager, may effect entry and such entry shall not constitute trespass.
- (d) The Body Corporate or the Body Corporate Manager, in exercising this power, shall ensure that agents, servants, employees or contractors cause as little inconvenience to an Owner or occupier of a Lot as is reasonable in the circumstances.

7. VEHICLES AND USE OF PRIVATE ROADS AND OTHER COMMON PROPERTY

- (a) The occupier of a Lot shall not without the Body Corporate's written approval
 - (i) park a vehicle, or allow a vehicle to stand, on the Common Property; or
 - (ii) permit an invitee to park a vehicle, or allow a vehicle to stand, on the Common Property, except for the designated visitor parking which must remain available at all times for the sole use of visitors' vehicles
- (b) An approval under 7(a) must state the period for which it is given, with the exception of designated visitor parking.
- (c) However, the Body Corporate may cancel the approval by giving 7 days written notice to the occupier, with the exception of designated visitor parking.

8. SPEED LIMIT

An Owner or occupier of a Lot shall not exceed the speed limit nominated by the Body Corporate in a Committee meeting from time to time (the "speed limit") while driving any motor propelled vehicle on the Common Property and shall use its best endeavours to ensure that its invitees do not exceed the speed limit in such circumstances. The speed limit for the time being shall be 10 kph.

9. REFUSE DISPOSAL, ETC, ON COMMON PROPERTY

- (a) An Owner or occupier of a Lot shall not throw or allow to fall or permit or suffer to be thrown or fall, any object or substance out of the window or doors or from any balcony of its Lot, or down any staircase, passage, or skylight, or from the roof or passageway of the buildings. Any cost of remedying any damage, or of cleaning caused by a breach of this By-law, shall be borne by the Owner of the relevant Lot.
- (b) An Owner or occupier of a Lot shall comply with all directions of the Local Authority on disposal of refuse and further:
 - (i) save where the Body Corporate provides some other means of disposal of refuse, maintain within its Lot or on such part of the Common Property as may be authorised by the Body Corporate, in a clean and dry condition and adequately covered, a receptacle for the sole purpose of the collection of refuse;
 - (ii) empty bottles, boxes, used containers, pellets and similar items shall be stored tidily and, as far as possible, out of sight;

- (iii) ensure that the health, hygiene and comfort of the Owner or occupier of any other Lot is not adversely affected by its disposal of garbage;
 - (iv) keep car spaces tidy and free of litter; and
 - (v) ensure that any perishable items such as meat, fish, fruit etc are not placed in receptacles for periods longer than 24 hours prior to collection.
- (c) Each owner acknowledges that the Body Corporate may enter into an agreement for a bulk bin collection service and amongst other things that agreement may require the Body Corporate to authorise entry to Common Property for the collection of refuse and to indemnify the collector from any damage to the pavement or other driving surfaces as a result.

10. KEEPING OF ANIMALS

- (a) Subject to Section 181 of the Act an Owner or occupier of a Lot may only, with the approval in writing of the Committee of the Body Corporate, keep any animal upon its Lot or the Common Property, which approval may at any time be withdrawn. In any event, only one animal may be kept per Lot (with the exception of fish) and no animal shall be kept in excess of eight (8) kilograms in weight;
- (b) On approval, the animal must be physically restrained or leashed and prevented from wandering onto Common Property or the property of other Lot Owners;
- (c) On approval, the Owner or occupier of the Lot shall ensure that noise from the animal shall be kept to a minimum so as not to interfere with the peaceful enjoyment of other Owners or occupiers of Lots;
- (d) Notwithstanding the provisions of any other By-laws, an Owner or occupier of a Lot or an invitee of an Owner or occupier of a Lot shall not bring or keep any animal onto or upon the Common Property occupied by Swimming Pool and BBQ areas.

11. WINDOWS

Windows shall be kept clean and if broken or cracked, be promptly replaced by the Body Corporate with fresh glass of the same kind, type, colour and weight and if the damage to the window is caused by or as a result of any action or inaction of the Owner or occupier of the Lot then the cost of replacement shall be a debt due and owing by the Owner to the Body Corporate.

12. EXTERNAL APPEARANCE OR STRUCTURE OF A LOT

Subject to these By-Laws:-

- (a) An Owner or occupier of a Lot shall not, except with the consent in writing of the Body Corporate, hang towels, bedding, clothing or other articles, display any sign, advertisement, placard, banner, pamphlet or like matter on any part of its Lot in such a way as to be visible from outside the Building;
- (b) An Owner or occupier of a Lot shall not alter the external colour scheme of any improvement on its Lot without prior approval in writing from the Body Corporate pursuant to a resolution of the Body Corporate;
- (c) Any alteration made to Common Property or fixture or fitting attached to Common Property by any Owner or occupier of a Lot, whether made or attached with or without the approval of the Body Corporate, shall be repaired and maintained by the Owner of the said Lot;
- (d) An Owner or occupier of a Lot may not, except with the written consent of the Body Corporate, place anything on a balcony facing Parkland Street other than:
 - (i) 1 outdoor table;
 - (ii) 6 chairs;
 - (iii) 1 pot plant.
- (e) An Owner or occupier of a Lot shall, as soon as practicable after becoming aware of any defect in the Common Property or in any personal property vested in the Body Corporate or of any accident associated therewith, give notice to the Secretary or to the Body Corporate Manager;
- (f) An Owner or occupier of a Lot shall not erect an outside wireless, television antenna or satellite receiver without the prior written consent of the Committee of the Body Corporate or the local authority; and

- (g) An Owner or occupier of a Lot shall not install in any part of the Lot, particularly any balconies forming part of the Lot, any fixtures, fittings, furniture or other items which may be viewed from outside the Building which the Committee of the Body Corporate considers (in its absolute discretion) detrimentally affects the aesthetic and/or uniform appearance of the Building when viewed from the outside and will, if requested to do so, remove any offending addition or item when requested to do so by the Committee of the Body Corporate.

13. AIR CONDITIONING

No airconditioners shall be installed (other than those installed by the Original Owner) on any Lot or Common Property without prior written consent of the Committee of the Body Corporate such consent to be given on the submission of full design specifications of the proposed air conditioning to be installed to the Body Corporate. Consent may be given conditionally and particular regard shall be had to noise and or emissions of the proposed airconditioning system. Subject to the consent, an Owner or occupier of a Lot shall choose the location of any airconditioners with care so that same does not cause discomfort to neighbours. Evaporative airconditioners shall be low profile and be of neutral colour so as not to be visible from the street and no window air conditioners shall be allowed.

14. INFECTIOUS DISEASES

In the event of any infectious disease, which may require notification by virtue of any Statute, Regulation or Ordinance, happening in any Lot, the Owner or occupier of such Lot shall give written notice thereof and pay to the Committee the expenses incurred by the Committee of disinfecting the Lot and any part of the Common Property required to be disinfected and replacing any articles or things the destruction of which may be rendered necessary by such disease and shall at all times comply with any State or Local Authority Act or Regulation.

15. STORAGE OF FLAMMABLE LIQUIDS, GAS OR OTHER MATERIALS

- (a) An Owner or occupier of a Lot shall not bring to, do, or keep anything in its Lot which may make void, or increase the rate of, fire insurance on any property shown in the Scheme or which may conflict with the Law or Regulations or Ordinances relating to fires or any insurance policy upon any property shown in the Scheme or the Regulations or Ordinances of any State or Local Authority for the time being in force.
- (b) An Owner or occupier of a Lot, shall not use any chemicals, burning fluids, acetylene gas or alcohol in lighting or heating the premises, nor in any other way cause or increase the risk of fire or explosion in its Lot.

16. USE OF LOTS

- (a) Subject to by-law 25, an Owner or occupier of a Lot shall not use that Lot or permit the same to be used otherwise than as a private residence nor for any purpose that may cause a nuisance or hazard or for any illegal or immoral purpose or for any other purpose that may endanger the safety or good reputation of persons residing within the Scheme nor any way interfere with the peaceful enjoyment of other Lot Owners or occupiers nor use the Lot as an office for a real estate agent or a letting agent.
- (b) An Owner or occupier of a Lot shall not operate or permit to be operated upon any Lot or Common Property any radio, short wave radio, transmitter, telecommunications device or electronic equipment so as to interfere with any domestic appliance or apparatus (including a radio or television receiver) lawfully in use upon the Common Property or in any other Lot;
- (c) An Owner or occupier of a Lot shall not use any water closets or other fixtures in the building for any purpose other than for which they were constructed and shall not deposit or throw any sweepings, rubbish or solid matter into the same or otherwise cause the obstruction of Common Property drainage services; and
- (d) An Owner or occupier of a Lot shall keep the Lot in a good state of preservation and cleanliness and shall take all reasonable steps to keep the Lot free of all vermin, insects or other pests.

17. BEHAVIOUR OF INVITEES

- (a) An Owner or occupier of a Lot shall take all reasonable steps to ensure that its invitees comply with the provisions of these By-laws when upon a Lot or Common Property and in the event of its inability for any reason to ensure such compliance by any invitee it shall thereupon:
 - (i) withdraw the invitation of that person to be upon a Lot or Common Property; and
 - (ii) ensure that such person immediately leaves the Scheme Land.
- (b) The Owner or occupier of a Lot shall be liable to compensate the Body Corporate in respect of all damage to the Common Property or personal property vested in it caused by such Owner or occupier or their invitees.
- (c) An Owner of a Lot which is the subject of a lease or licence agreement shall take all reasonable steps, including any action available to it under any such lease or licence agreement, to ensure that any lessee or licensee or other occupier of the Lot or their invitees comply with the provisions of the By-laws.

18. TRADESMEN

An Owner or occupier of a Lot shall not directly instruct any contractor or workmen employed by the Body Corporate unless so authorised.

19. REMOVALS

An Owner or occupier of a Lot shall not move any large items of furniture, piano or safe into or out of its Lot without having given prior notice to the person contracted as the Caretaker and Letting Agent for the Body Corporate or the Committee of the Body Corporate and the moving must be done in the manner, by the route and at the time directed by the Caretaker and Letting Agent or Committee

20. SECURITY OF THE BUILDING

- (a) The Body Corporate shall take all reasonable steps to ensure the security of the Building and Body Corporate property and the observance of these By-laws and without limiting the generality of the foregoing may:
 - (i) Close off any part of the Common Property not required for ingress or egress to a Lot or car parking space on either a temporary or permanent basis or otherwise restrict the access to, or use, by Owners or occupiers of any such part of the Common Property;
 - (ii) Permit any designated part of the Common Property to be used by any security person, firm or company (to the exclusion of Owners or occupiers generally) as a means of monitoring the security and general safety of the Building; and
 - (iii) obtain install and maintain locks alarms communications systems and other security devices.
- (b) If the Body Corporate in the exercise of any of its powers under these By-laws restricts the access of Owners or occupiers to any part of the Common Property by means of any lock or similar security device, it may make such number of keys or operating systems as it determines, available to Owners or occupiers of Lots free of charge and may at its discretion, make additional numbers available to Owners or occupiers upon payment of such reasonable charges as may be determined from time to time by the Body Corporate.
- (c) An Owner or occupier of a Lot to who any key or any operation system is given pursuant to these By-laws shall exercise a high degree of caution and responsibility in making the same available for use by any other person using or occupying a Lot and shall take reasonable precautions (which shall include an appropriate covenant in any lease or licence of a Lot to any such occupier) to ensure return thereof to the Owner upon the user or occupier ceasing to be a user or occupier.
- (d) An Owner or occupier of a Lot into whose possession any key or operating system referred to in these By-laws has come shall not without the prior approval in writing of the Committee duplicate the same or cause or permit the same to be duplicated and shall take all reasonable precautions to ensure that the same is not lost or handed to any person other than another Owner or occupier of a Lot and is not disposed of otherwise than by returning it to the Committee.

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- (e) An Owner or occupier of a Lot who is issued with a key or operating system referred to in these By-laws shall immediately notify the Body Corporate if the same is lost or misplaced.
- (f) An Owner or occupier of a Lot shall securely fasten all doors and windows to its Lot on all occasions when the Lot is left unoccupied, and the Body Corporate, its servants, agents or the Body Corporate Manager, shall have the right, without committing trespass, to enter and fasten any doors or windows.

21. DISPLAY UNITS/SIGNAGE

- (a) While the Original Owner remains an Owner of any Lot in the Scheme, it and its officers, servants and/or agents, shall be entitled to use any Lot or part of a Lot of which it is the registered Owner or over which it is granted occupancy rights as a display unit or sales office and shall be entitled to allow prospective purchasers to inspect the improvements on the Lot.
- (b) While the Original Owner remains an Owner of any Lot in the Scheme, the Original Owner may erect signs, advertising or display material in or about the improvement of a Lot owned by it (notwithstanding that same may infringe other provisions of these By-laws) or on Common Property.
- (c) The Body Corporate may erect or may authorise the Caretaker and Letting Agent to erect on the Common Property a nominal amount of Property Signage identifying the Caretaker and Letting Agent and the method by which the Caretaker and Letting Agent can be contacted.
- (d) The Body Corporate will not allow any sign to be erected on any part of the roof of the building.

22. STORAGE

- (a) The Committee of the Body Corporate may at any time designate any appropriate part of the Common Property to be used as a storeroom for the purposes of the storage of materials by the Caretaker and Letting Agent and may determine rules by which the Caretaker and Letting Agent and/or other any persons nominated by the Committee are given access to such designated storerooms.
- (b) The exclusive use storage area attaching to each lot are identified and allocated in Schedule E.
- (c) The Committee of the Body Corporate may at any time make rules for the storage of bicycles in designated areas of the Common Property.

23. NOTICE OF AUCTION

An Owner or occupier of a Lot shall not without the prior written notice of the Committee of the Body Corporate conduct an on-site auction of a Lot.

24. MISCELLANEOUS

If the Body Corporate incurs, or is required to pay, any costs or expenses (including legal costs calculated on a solicitor and own client basis) in respect of any action taken against any Lot Owner (which expression shall for the purposes of this By-law mean and include any former Owner of the relevant Lot) due to default by that Owner in the payment of any monies to the Body Corporate or to a breach of the By-laws or for any other reason, such Owner shall forthwith pay on demand to the Body Corporate such costs and expenses as a liquidated debt.

25. SPECIAL PRIVILEGES — ONSITE MANAGER

In this clause:-

"Agreements" means the Caretaking Agreement and the Letting Agreement.

"Caretaker" means the person named as Caretaker in the Caretaking Agreement.

"Caretaker's Unit" means the lot (if any) owned or occupied by the Caretaker or Letting Agent from time to time.

"Caretaking Agreement" means an agreement between the Body Corporate and the Caretaker for the provision of services for the control, management and administration of the Common Property;

"Letting Agent" means the person named as the Letting Agent in the Letting Agreement.

"Letting Agreement" means an agreement between the Body Corporate and the Letting Agent for the provision of letting and ancillary services to such of the proprietors or occupiers of Lots who wish to avail themselves of such services;

- (a) The Caretaker and the Letting Agent may use the Caretaker's Unit as an office for the purpose of and incidental to offering a caretaking and letting service from within that Lot and as a residence.
- (b) During the term of the Caretaking Agreement (including any extensions and renewals) and the Letting Agreement (including any extensions and renewals):
 - (i) The Body Corporate will not itself, directly or indirectly, provide any of the services set out in the Agreements;
 - (ii) The Body Corporate will not allow any person or company other than the Caretaker or Letting Agent to provide, from the Scheme Land, any of the services set out in the Agreements;
 - (iii) The Body Corporate will not enter into with any other person or entity an agreement similar to the Agreements;
 - (iv) The Caretaker and Letting Agent will be entitled to erect or display reasonable signs or notices in or on the Common Property advertising any of the services it provides pursuant to the Agreements;
 - (v) The Body Corporate must not grant to any other person or corporation the right to conduct any business of a similar nature to the letting business from within the Scheme Land nor must the Body Corporate (or any of its members individually) directly or indirectly conduct or attempt to conduct any business of a similar nature to the letting business from within the Scheme Land;
 - (vi) The Body Corporate must not make any part of the Common Property available to any person or corporation other than the Caretaker or Letting Agent for the purpose of conducting a letting business; and
 - (vii) The Letting Agent will be entitled to operate a PABX telephone facility within the Scheme Land and for the purposes aforesaid has and will continue to have a licence to install, lay, use, repair, maintain and replace cabling and other equipment necessary for the operation of such facility throughout the Scheme Land; and
- (c) The Body Corporate will continue to be responsible to carry out its duties pursuant to the Act in respect of any common property for which special privileges have been granted pursuant to this By-law.
- (d) The duly appointed Letting Agent may erect or display signs or notices on or about the Common Property for the purpose of promoting, advertising or fostering the letting of any of the Lots.

26. EXCLUSIVE USE CARPARKS

- (a) The exclusive use car parking space or spaces attaching to each lot are identified and allocated in Schedule E.
- (b) Car parking spaces are to be used for vehicle parking purposes only unless the Owner or occupier installs an elevated or ground mounted storage box (**Storage Box**) which complies with:
 - (i) the requirements of this By-law; and
 - (ii) all other approvals required by law.
- (c) All items stored within the car park spaces must be stored within a Storage Box. Any items stored other than within a Storage Box must be removed by the Owner or occupier within 7 days after the Body Corporate gives a notice to the Owner or occupier to remove the item, failing which the Body Corporate may remove the item and arrange for its disposal (in the case of the item being clearly rubbish or waste) or storage as the case may be. Any cost incurred by the Body Corporate in taking such action may be recovered by the Body Corporate from the Owner or occupier as a liquidated debt.
- (d) An Owner or occupier must not install a Storage Box within a car park space without first obtaining the prior written approval of the Body Corporate and any other approvals required by law.

- (e) The design, construction materials and colour of the Storage Box must be approved by the Body corporate. The Storage Boxes must be constructed of steel and steel sheeting, have "colour bond" roller door and trims and be of a light colour. The Body Corporate may adopt approved designs and colours for Storage Boxes as a guideline to Owners and occupiers as to the requirements of Storage Boxes.
- (f) Storage Boxes must:
 - (i) be kept in clean and good condition at all times;
 - (ii) be kept locked and secured at all times.

27. USE OF COMMON PROPERTY FACILITIES

- (a) All owners and occupiers of Lots in the Scheme may use the swimming pool and pool area and associated facilities including the gym on the Common Property subject to the following rules which will, where appropriate, apply to all guests or invitees of lots owners or occupiers:
 - (i) the swimming pool, pool area and associated facilities including the gym will not be used by guests or invitees unless accompanied by the host, Lot owner or occupier;
 - (ii) children below the age of 12 years will at all times be accompanied by an adult owner or occupier exercising effective control over them;
 - (iii) running, rough play in or out of the pool, excessive splashing, improper diving from the sides or running and jumping into the pool so as to create a large splash (bombing) is especially prohibited;
 - (iv) glass, breakable items, and pets (if permitted in the Scheme) will not be brought into the swimming pool and pool area and the owner or occupier shall not allow soap, bubble bath or shampoo to be used in the swimming pool;
 - (v) the swimming pool, pool area and gym may only be used between the hours of 7.00am and 9.00pm unless arranged otherwise with the Body Corporate;
 - (vi) after facilities are used, the relevant area is to be left in a clean and tidy state and available to the next users – failing to comply with this may incur a cleaning cost;
 - (vii) Common Property and assets will not be defaced, damaged or removed; and
 - (viii) the Body Corporate may operate a reservation system for Common Property facilities and assets with which lot owners and occupiers shall comply.
- (b) An owner or occupier of a Lot in the Scheme must not without property authority, operate, adjust or interfere with the operation of any of the facilities referred to in this by-law. Further, notwithstanding the rules set out in this by-law, the Committee may from time to time make other rules regarding the facilities including forms of reservation and the like.

28. ADDITIONAL EXCLUSIVE USE AREAS

Subject to the provisions of the Act, the Body Corporate Committee and the Body Corporate (as necessary) shall at the request of the Original Owner and upon the provision of the necessary exclusive use plans by the Original Owner approve and consent to the granting of exclusive use to any Lot Owner(s) of any part of Common Property and will authorise the signing of any New Community Management Statement necessary to give effect to the grant of exclusive use provided all reasonable costs are borne by the Original Owner.

29. SECURITY CAMERAS

In the event that security cameras are installed in the Building, the Body Corporate Committee may determine policy for the operation of those cameras and storage and destruction of any tapes.

30. MANAGER'S OFFICE AND STORAGE AREAS

The Body Corporate may grant to the Caretaker / Letting Agent the right to exclusively occupy areas of the Common Property for office and storage use or any other reasons relating to the fulfilment of duties under the Caretaking Agreement and Letting Agreements.

31. BALCONIES AND TERRACES

An Owner or occupier of a Lot will not enclose any balcony or terrace with shutters, glazing, louvres or other similar permanent structures other than those clearly depicted on the local authority approved drawings for the Lot without first obtaining in writing the approval of:-

- (a) the local authority; and
- (b) (after the approval of the local authority has been given) the Committee of the Body Corporate.

32. BULK SUPPLY OF UTILITIES

The Body Corporate may at its election supply or engage another person to supply a utility service to the Scheme and in such case the following will apply:-

- (a) the Body Corporate has the power to enter into a contract for the purchase of a utility service, on the most economical basis, for the Scheme from the relevant authority;
- (b) the Body Corporate has the power to sell a utility service to each Owner or occupier in the Scheme provided, however, that in respect of electricity supply, the Body Corporate's charge must not exceed the lowest available tariff to the relevant Owner or occupier for supply of the electricity direct from the relevant Electricity Authority;
- (c) each Owner or occupier must purchase and use all utility services consumed in the Owner's or occupier's Lot direct from the Body Corporate and must not purchase Utility from any other source;
- (d) the Body Corporate is not required to supply to any Owner or occupier utility service requirements beyond those requirements which the relevant authority could supply at any particular time;
- (e) the Body Corporate may charge for the services (including for the installation of, and the costs associated with, utility infrastructure for the services) but only to the extent necessary for reimbursing the Body Corporate for supplying the services;
- (f) the Body Corporate may render accounts to each Owner or occupier and such accounts are payable to the Body Corporate within 14 days of the delivery of such accounts;
- (g) in respect of an account which has been rendered pursuant to these By-laws, then an Owner or occupier is liable, jointly and severally with any person who was liable to pay that electricity account when that Owner or occupier became the Owner or occupier of that Lot;
- (h) in the event that a proper account for the supply of a utility service is not paid by its due date for payment, then a Body Corporate is entitled to:-
 - (i) recover the amount of the unpaid account or accounts (whether or not a formal demand has been made) as a liquidated debt due to it in any Court of competent jurisdiction; and/or
 - (ii) disconnect the supply or utility service to the relevant Lot;
- (i) the Body Corporate is not, under any circumstances whatsoever, responsible or liable for any failure of the supply of a utility service due to breakdowns, repairs, maintenance, strikes, accidents or causes of any class or description;
- (j) the Body Corporate may, from time to time, determine a security deposit to be paid by each Owner or occupier who is connected to the supply of a utility service as a guarantee against non-payment of accounts for the supply of a utility service.

33. BODY CORPORATE EMPOWERED TO ENTER INTO AGREEMENTS

Without limiting any powers, authorities, duties and functions conferred or imposed by or under the Act or elsewhere under these bylaws, the Body Corporate is empowered to enter into with such person or corporation as the Body Corporate in its absolute discretion may decide one or more of the following agreements:

- (a) an agreement for the caretaking, management and/or maintenance of the Common Property and the letting of lots on behalf of owners and occupiers;
- (b) an agreement for the appointment of a body corporate manager for the performance of, among other things, certain duties and obligations of the Body Corporate (so far as it is lawful to do so);
- (c) an agreement for the purpose of better seeing to the proper functioning, operation and management of the Building and the Common Property or for the purpose of ensuring the proper performance of the powers, duties and functions of the Body Corporate (including agreements with service contractors); or

- (d) an agreement for the supply of services (including utility services) to the Building and incorporating cost sharing arrangements including, without limitation, an agreement for the provision and installation of satellite dishes and other telecommunications facilities within the Scheme Land or on the Building;

any such agreement shall be upon such terms and conditions as the Body Corporate may decide in its absolute discretion.

34. DEVELOPMENT APPROVAL CONDITIONS:

The following conditions imposed by the Brisbane City Council shall form part of this Community Management Statement:

- (a) All balconies and terraces shown on the approved drawings and documents, are to remain unenclosed with no shutters, glazing, louvres or similar permanent structures other than those described in part (e) of this condition, other conditions of this package requiring sun-shading devices or similar and those consistent with the relevant "Brisbane City Plan 2000 - Residential Code" and clearly depicted on the approved drawings.

35. RECOVERY OF COSTS

An owner must pay on demand the whole of the Body Corporate costs (including solicitor and own client costs), which amount shall be deemed to be a liquidated debt due, in recovering all and any levies or moneys duly levied upon such owner by the Body Corporate pursuant to the Act or the Regulation Module. The Body Corporate may impose a penalty of by way of simple interest at the rate of 2.5% per month on all levies, contributions and instalments not paid by the relevant dates fixed in notices of contributions given to Owners. Where the Body Corporate expends money to make good damage caused by a breach of the Act, the Regulation Module or of these by-laws by any owner or the tenant, guest, servants, employees, agents, children, invitees or licensees of the owner or any of them, the Body Corporate is entitled to recover the amount so expended as a debt in an action in any Court of competent jurisdiction from the owner of the lot at the time when the breach occurred.

36. INTERPRETATION

In these by-laws, except where inconsistent with the context, the following terms have the following meanings:

- (a) "the Act" means the Body Corporate and Community Management Act 1997 and includes all related regulations and the Regulation Module;
- (b) "the Body Corporate" means the body corporate identified in Item 3 of this Community Management Statement;
- (c) "the Building" means the building containing the lots and includes, where the context permits or requires, any other buildings or improvements on the Scheme Land;
- (d) "the Manager" means a person or corporation who has been engaged and/or authorised by the Body Corporate to supply management, caretaking and/or letting services for the benefit of the Common Property or lots included in the Community Titles Scheme;
- (e) "Common Property" means all land contained in the Community Titles Scheme that is not included in a Lot;
- (f) "Lot" means a lot in the Community Titles Scheme;
- (g) "Original Owner" means the original owner identified in Item 5 of the first community management statement for the Scheme and includes any successor or assign of any undeveloped lot;
- (h) "Owner" means an Owner of a Lot in the Scheme.
- (i) "Regulation Module" means the regulation module identified in Item 2 of this Community Management Statement;
- (j) "Scheme" means the community titles scheme identified in Item 1 of this Community Management Statement;
- (k) "Scheme Land" means the scheme land identified in Item 4 of this Community Management Statement and includes, when the context permits or requires, all improvements thereon;

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- (l) "utility infrastructure" means cables, wires, pipes, sewers, drains, ducts, plant and equipment by which lots or Common Property are supplied with utility services;
- (m) "utility service" means:
- (i) water reticulation or supply;
 - (ii) gas reticulation or supply;
 - (iii) electricity supply;
 - (iv) air-conditioning;
 - (v) a telephone service;
 - (vi) a cable or satellite TV service;
 - (vii) a computer data or television service;
 - (viii) a sewer system;
 - (ix) drainage;
 - (x) a system for the removal or disposal of garbage or waste;
 - (xi) a ventilation or air extraction system; or
 - (xii) another system or service designed to improve the amenity, or enhance the enjoyment, of lots or Common Property.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED**A STATUTORY EASEMENTS**

Pursuant to Section 66(1)(d)(iii) of the Body Corporate and Community Management Act 1997, each of the followings lots and common property is subject to and has the benefit of the following easements:

Common Property	▪ Lateral or subjacent support under the Land Title Act 1994, s115N; ▪ Utility services and utility infrastructure under the Land Title Act 1994, ss115O and 115P; ▪ Shelter under the Land Title Act 1994, s115Q;
Lots 103 to 109, 204 to 214, 304 to 314, 404 to 414, 504 to 514, 604 to 614, 701 to 707, 801 to 807, 901 to 904, 1001 to 1003 on SP 216778	▪ Lateral or subjacent support under the Land Title Act 1994, s115N; ▪ Utility services and utility infrastructure under the Land Title Act 1994, ss115O and 115P; ▪ Shelter under the Land Title Act 1994, s115Q;

B SERVICES LOCATION DIAGRAM

Pursuant to Section 66(1)(b)(ii) of the Body Corporate and Community Management Act, annexed and marked as Annexure "A" is a Services Location Diagram identifying all service easements for the lots and Common Property created on SP 216778

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

Lot Number	Exclusive Use Area	Purpose
Lot 103 on SP 216778	B1BL on sketch plan marked C	Car Park

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Lot Number	Exclusive Use Area	Purpose
Lot 104 on SP 216778	B2EK on sketch plan marked D	Car Park
Lot 105 on SP 216778	B1CC on sketch plan marked C	Car Park
Lot 105 on SP 216778	B1CD on sketch plan marked C	Car Park
Lot 106 on SP 216778	B1CO on sketch plan marked C	Car Park
Lot 106 on SP 216778	B1CP on sketch plan marked C	Car Park
Lot 106 on SP 216778	S50 on sketch plan marked C	Storage
Lot 107 on SP 216778	B2EJ on sketch plan marked D	Car Park
Lot 108 on SP 216778	B1CM on sketch plan marked C	Car Park
Lot 108 on SP 216778	B1CN on sketch plan marked C	Car Park
Lot 109 on SP 216778	B2DR on sketch plan marked D	Car Park
Lot 109 on SP 216778	B2DS on sketch plan marked D	Car Park
Lot 109 on SP 216778	S52 on sketch plan marked C	Storage
Lot 204 on SP 216778	B2EA on sketch plan marked D	Car Park
Lot 204 on SP 216778	B2EB on sketch plan marked D	Car Park
Lot 205 on SP 216778	B2EG on sketch plan marked D	Car Park
Lot 206 on SP 216778	B1BG on sketch plan marked C	Car Park
Lot 207 on SP 216778	B1AY on sketch plan marked C	Car Park
Lot 207 on SP 216778	S49 on sketch plan marked C	Storage
Lot 208 on SP 216778	B2CT on sketch plan marked D	Car Park
Lot 208 on SP 216778	S16 on sketch plan marked D	Storage
Lot 209 on SP 216778	B2EL on sketch plan marked D	Car Park
Lot 209 on SP 216778	B2EM on sketch plan marked D	Car Park
Lot 209 on SP 216778	S51 on sketch plan marked C	Storage
Lot 210 on SP 216778	B2FT on sketch plan marked D	Car Park
Lot 210 on SP 216778	B2FU on sketch plan marked D	Car Park
Lot 211 on SP 216778	B2DU on sketch plan marked D	Car Park
Lot 211 on SP 216778	B2DV on sketch plan marked D	Car Park
Lot 211 on SP 216778	S33 on sketch plan marked D	Storage
Lot 212 on SP 216778	B1AL on sketch plan marked C	Car Park
Lot 212 on SP 216778	B1AM on sketch plan marked C	Car Park
Lot 212 on SP 216778	S12 on sketch plan marked C	Storage
Lot 212 on SP 216778	S13 on sketch plan marked C	Storage
Lot 213 on SP 216778	B2EI on sketch plan marked D	Car Park
Lot 214 on SP 216778	B2DI on sketch plan marked D	Car Park
Lot 214 on SP 216778	B2DJ on sketch plan marked D	Car Park
Lot 304 on SP 216778	B1CQ on sketch plan marked C	Car Park
Lot 304 on SP 216778	B1CR on sketch plan marked C	Car Park
Lot 305 on SP 216778	B2DN on sketch plan marked D	Car Park
Lot 306 on SP 216778	B1BF on sketch plan marked C	Car Park
Lot 307 on SP 216778	B1BI on sketch plan marked C	Car Park
Lot 308 on SP 216778	B2DG on sketch plan marked D	Car Park

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Lot Number	Exclusive Use Area	Purpose
Lot 309 on SP 216778	B2FZ on sketch plan marked D	Car Park
Lot 309 on SP 216778	B2GA on sketch plan marked D	Car Park
Lot 310 on SP 216778	B2DE on sketch plan marked D	Car Park
Lot 310 on SP 216778	B2EQ on sketch plan marked D	Storage
Lot 310 on SP 216778	B2ER on sketch plan marked D	Car Park
Lot 310 on SP 216778	S27 on sketch plan marked D	Storage
Lot 311 on SP 216778	B2DT on sketch plan marked D	Car Park
Lot 312 on SP 216778	B2GB on sketch plan marked D	Car Park
Lot 312 on SP 216778	B2GC on sketch plan marked D	Car Park
Lot 313 on SP 216778	B2FR on sketch plan marked D	Car Park
Lot 313 on SP 216778	B2FS on sketch plan marked D	Car Park
Lot 313 on SP 216778	S30 on sketch plan marked D	Storage
Lot 314 on SP 216778	B1CG on sketch plan marked C	Car Park
Lot 314 on SP 216778	B1CH on sketch plan marked C	Car Park
Lot 404 on SP 216778	B2EV on sketch plan marked D	Car Park
Lot 404 on SP 216778	B2EW on sketch plan marked D	Car Park
Lot 405 on SP 216778	B1BJ on sketch plan marked C	Car Park
Lot 406 on SP 216778	B1BH on sketch plan marked C	Car Park
Lot 407 on SP 216778	B2EH on sketch plan marked D	Car Park
Lot 408 on SP 216778	B2FX on sketch plan marked D	Car Park
Lot 408 on SP 216778	B2FY on sketch plan marked D	Car Park
Lot 409 on SP 216778	B1CE on sketch plan marked C	Car Park
Lot 409 on SP 216778	B1CF on sketch plan marked C	Car Park
Lot 410 on SP 216778	B1AV on sketch plan marked C	Car Park
Lot 410 on SP 216778	B1AW on sketch plan marked C	Car Park
Lot 410 on SP 216778	B1AX on sketch plan marked C	Car Park
Lot 411 on SP 216778	B2DD on sketch plan marked D	Car Park
Lot 411 on SP 216778	S26 on sketch plan marked D	Storage
Lot 412 on SP 216778	B1AP on sketch plan marked C	Car Park
Lot 412 on SP 216778	B1AQ on sketch plan marked C	Car Park
Lot 413 on SP 216778	B2DP on sketch plan marked D	Car Park
Lot 413 on SP 216778	B2DQ on sketch plan marked D	Car Park
Lot 413 on SP 216778	S39 on sketch plan marked D	Storage
Lot 414 on SP 216778	B1BD on sketch plan marked C	Car Park
Lot 414 on SP 216778	B1BE on sketch plan marked C	Car Park
Lot 504 on SP 216778	B2EX on sketch plan marked D	Car Park
Lot 504 on SP 216778	B2EY on sketch plan marked D	Car Park
Lot 505 on SP 216778	B2EF on sketch plan marked D	Car Park
Lot 506 on SP 216778	B2EC on sketch plan marked D	Car Park
Lot 507 on SP 216778	B2EE on sketch plan marked D	Car Park
Lot 508 on SP 216778	B2FV on sketch plan marked D	Car Park

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Lot Number	Exclusive Use Area	Purpose
Lot 508 on SP 216778	B2FW on sketch plan marked D	Car Park
Lot 509 on SP 216778	B1AR on sketch plan marked C	Car Park
Lot 509 on SP 216778	B1AS on sketch plan marked C	Car Park
Lot 510 on SP 216778	B1CK on sketch plan marked C	Car Park
Lot 510 on SP 216778	B1CL on sketch plan marked C	Car Park
Lot 511 on SP 216778	B1CI on sketch plan marked C	Car Park
Lot 511 on SP 216778	B1CJ on sketch plan marked C	Car Park
Lot 512 on SP 216778	B2DO on sketch plan marked D	Car Park
Lot 513 on SP 216778	B1CA on sketch plan marked C	Car Park
Lot 513 on SP 216778	B1CB on sketch plan marked C	Car Park
Lot 514 on SP 216778	B1BB on sketch plan marked C	Car Park
Lot 514 on SP 216778	B1BC on sketch plan marked C	Car Park
Lot 604 on SP 216778	B2EZ on sketch plan marked D	Car Park
Lot 604 on SP 216778	B2FA on sketch plan marked D	Car Park
Lot 605 on SP 216778	B2DH on sketch plan marked D	Car Park
Lot 606 on SP 216778	B2DY on sketch plan marked D	Car Park
Lot 606 on SP 216778	B2DZ on sketch plan marked D	Car Park
Lot 607 on SP 216778	B2ED on sketch plan marked D	Car Park
Lot 607 on SP 216778	S40 on sketch plan marked D	Storage
Lot 608 on SP 216778	B2DF on sketch plan marked D	Car Park
Lot 608 on SP 216778	S28 on sketch plan marked D	Storage
Lot 609 on SP 216778	B2DW on sketch plan marked D	Car Park
Lot 609 on SP 216778	B2DX on sketch plan marked D	Car Park
Lot 609 on SP 216778	S31 on sketch plan marked D	Storage
Lot 610 on SP 216778	B2FD on sketch plan marked D	Car Park
Lot 610 on SP 216778	B2FE on sketch plan marked D	Car Park
Lot 611 on SP 216778	B2FL on sketch plan marked D	Car Park
Lot 611 on SP 216778	B2FM on sketch plan marked D	Car Park
Lot 612 on SP 216778	B1AZ on sketch plan marked C	Car Park
Lot 612 on SP 216778	B1BA on sketch plan marked C	Car Park
Lot 612 on SP 216778	S48 on sketch plan marked C	Storage
Lot 613 on SP 216778	B1BW on sketch plan marked C	Car Park
Lot 613 on SP 216778	B1BX on sketch plan marked C	Car Park
Lot 614 on SP 216778	B1AB on sketch plan marked C	Car Park
Lot 614 on SP 216778	B1AC on sketch plan marked C	Car Park
Lot 614 on SP 216778	S2 on sketch plan marked C	Storage
Lot 614 on SP 216778	S3 on sketch plan marked C	Storage
Lot 701 on SP 216778	B2FJ on sketch plan marked D	Car Park
Lot 701 on SP 216778	B2FK on sketch plan marked D	Car Park
Lot 702 on SP 216778	B2FH on sketch plan marked D	Car Park
Lot 702 on SP 216778	B2FI on sketch plan marked D	Car Park

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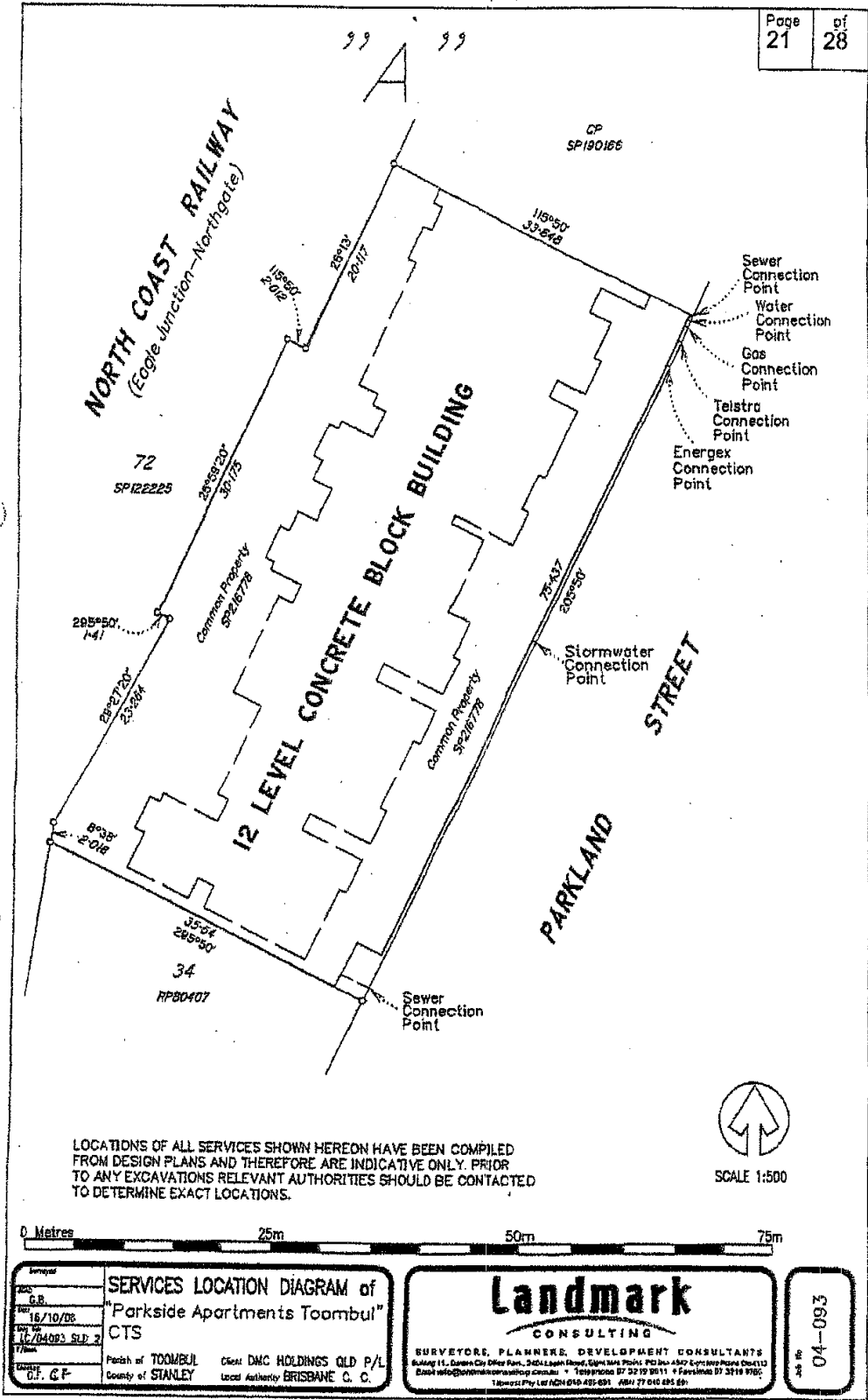
Lot Number	Exclusive Use Area	Purpose
Lot 703 on SP 216778	B2FF on sketch plan marked D	Car Park
Lot 703 on SP 216778	B2FG on sketch plan marked D	Car Park
Lot 704 on SP 216778	B2FP on sketch plan marked D	Car Park
Lot 704 on SP 216778	B2FQ on sketch plan marked D	Car Park
Lot 705 on SP 216778	B2FN on sketch plan marked D	Car Park
Lot 705 on SP 216778	B2FO on sketch plan marked D	Car Park
Lot 706 on SP 216778	B1AN on sketch plan marked C	Car Park
Lot 706 on SP 216778	B1AO on sketch plan marked C	Car Park
Lot 706 on SP 216778	S14 on sketch plan marked C	Storage
Lot 706 on SP 216778	S53 on sketch plan marked C	Storage
Lot 707 on SP 216778	B1BY on sketch plan marked C	Car Park
Lot 707 on SP 216778	B1BZ on sketch plan marked C	Car Park
Lot 801 on SP 216778	B2DB on sketch plan marked D	Car Park
Lot 801 on SP 216778	B2DC on sketch plan marked D	Car Park
Lot 801 on SP 216778	S24 on sketch plan marked D	Storage
Lot 801 on SP 216778	S25 on sketch plan marked D	Storage
Lot 802 on SP 216778	B2ET on sketch plan marked D	Car Park
Lot 802 on SP 216778	B2EU on sketch plan marked D	Car Park
Lot 802 on SP 216778	S32 on sketch plan marked D	Storage
Lot 803 on SP 216778	B2FB on sketch plan marked D	Car Park
Lot 803 on SP 216778	B2FC on sketch plan marked D	Car Park
Lot 804 on SP 216778	B1BU on sketch plan marked C	Car Park
Lot 804 on SP 216778	B1BV on sketch plan marked C	Car Park
Lot 805 on SP 216778	B2DL on sketch plan marked D	Car Park
Lot 805 on SP 216778	B2DM on sketch plan marked D	Car Park
Lot 806 on SP 216778	B1AD on sketch plan marked C	Car Park
Lot 806 on SP 216778	B1AE on sketch plan marked C	Car Park
Lot 806 on SP 216778	S4 on sketch plan marked C	Storage
Lot 806 on SP 216778	S5 on sketch plan marked C	Storage
Lot 807 on SP 216778	B1AU on sketch plan marked C	Car Park
Lot 807 on SP 216778	B1AT on sketch plan marked C	Car Park
Lot 901 on SP 216778	B2CX on sketch plan marked D	Car Park
Lot 901 on SP 216778	B2CY on sketch plan marked D	Car Park
Lot 901 on SP 216778	S20 on sketch plan marked D	Storage
Lot 901 on SP 216778	S21 on sketch plan marked D	Storage
Lot 902 on SP 216778	B2CZ on sketch plan marked D	Car Park
Lot 902 on SP 216778	B2DA on sketch plan marked D	Car Park
Lot 902 on SP 216778	S22 on sketch plan marked D	Storage
Lot 902 on SP 216778	S23 on sketch plan marked D	Storage
Lot 903 on SP 216778	B2EO on sketch plan marked D	Car Park
Lot 903 on SP 216778	B2EP on sketch plan marked D	Car Park

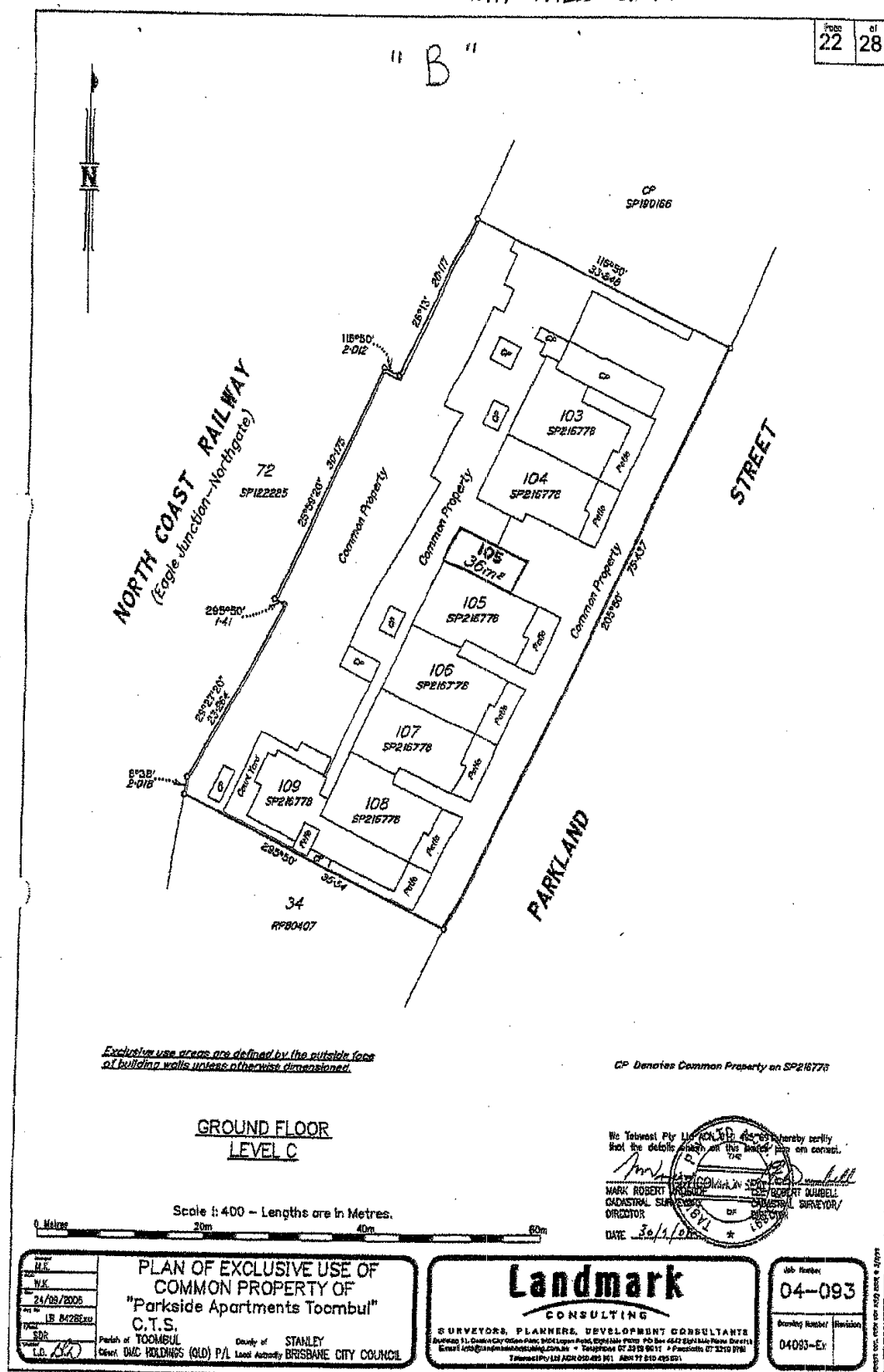
Title Reference 50745710 - Parkside Apartments Toombul Community Titles Scheme 39237

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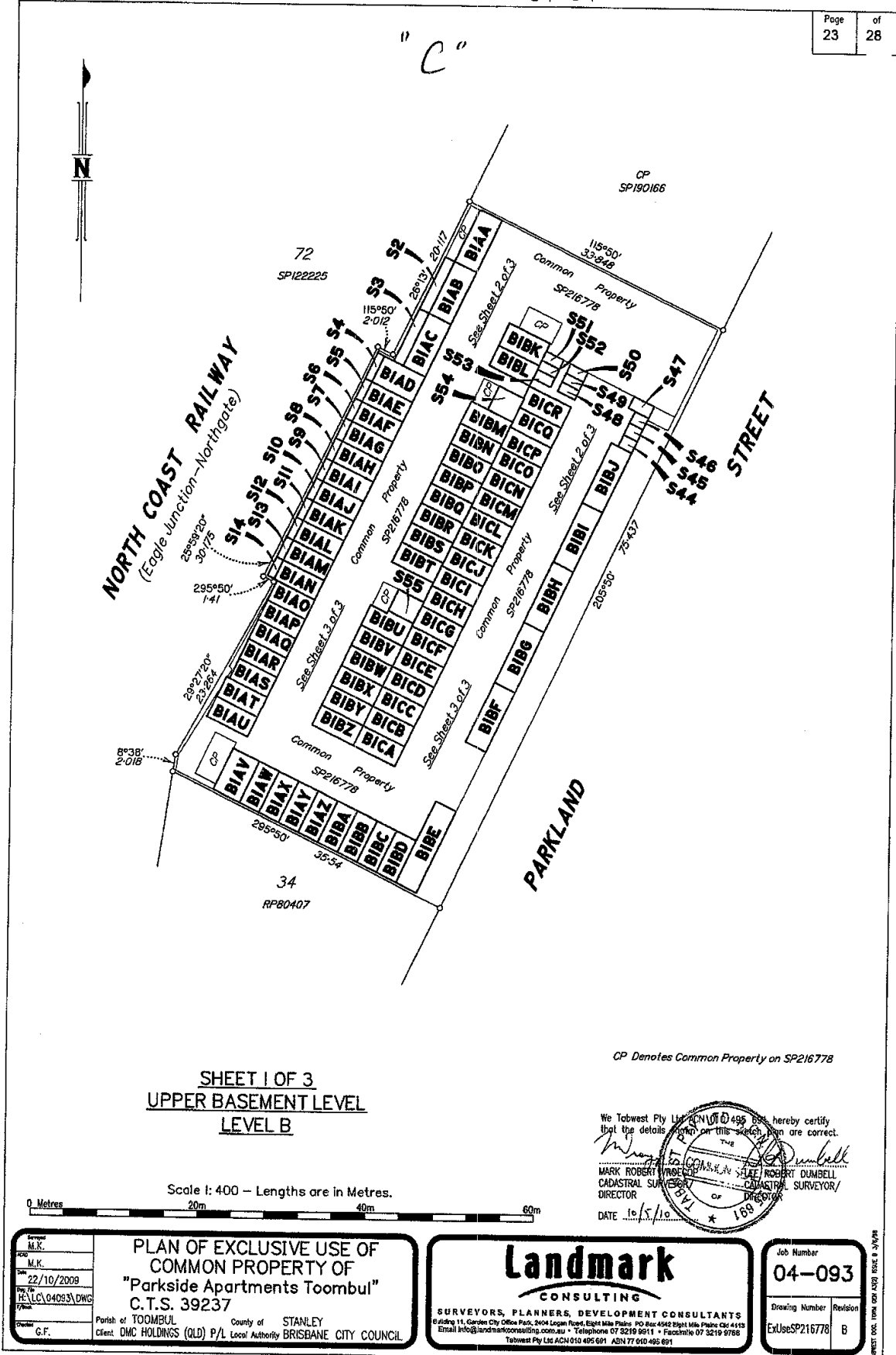
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Lot 904 on SP 216778	B1AF on sketch plan marked C	Car Park
Lot 904 on SP 216778	B1AG on sketch plan marked C	Car Park
Lot 904 on SP 216778	S6 on sketch plan marked C	Storage
Lot 904 on SP 216778	S7 on sketch plan marked C	Storage
Lot 1001 on SP 216778	B2CU on sketch plan marked D	Car Park
Lot 1001 on SP 216778	B2CV on sketch plan marked D	Car Park
Lot 1001 on SP 216778	B2CW on sketch plan marked D	Car Park
Lot 1001 on SP 216778	S17 on sketch plan marked D	Storage
Lot 1001 on SP 216778	S18 on sketch plan marked D	Storage
Lot 1001 on SP 216778	S19 on sketch plan marked D	Storage
Lot 1001 on SP 216778	B1BK on sketch plan marked C	Car Park
Lot 1001 on SP 216778	B1AA on sketch plan marked C	Car Park
Lot 1001 on SP 216778	B2DK on sketch plan marked D	Car Park
Lot 1001 on SP 216778	B2CS on sketch plan marked D	Car Park
Lot 1001 on SP 216778	B2EN on sketch plan marked D	Car Park
Lot 1001 on SP 216778	B2ES on sketch plan marked D	Car Park
Lot 1001 on SP 216778	S15 on sketch plan marked D	Storage
Lot 1001 on SP 216778	S41 on sketch plan marked D	Storage
Lot 1001 on SP 216778	S42 on sketch plan marked D	Storage
Lot 1001 on SP 216778	S43 on sketch plan marked D	Storage
Lot 1001 on SP 216778	S44 on sketch plan marked C	Storage
Lot 1001 on SP 216778	S45 on sketch plan marked C	Storage
Lot 1001 on SP 216778	S46 on sketch plan marked C	Storage
Lot 1001 on SP 216778	S47 on sketch plan marked C	Storage
Lot 1002 on SP 216778	B1AJ on sketch plan marked C	Car Park
Lot 1002 on SP 216778	B1AK on sketch plan marked C	Car Park
Lot 1002 on SP 216778	S10 on sketch plan marked C	Storage
Lot 1002 on SP 216778	S11 on sketch plan marked C	Storage
Lot 1003 on SP 216778	B1AH on sketch plan marked C	Car Park
Lot 1003 on SP 216778	B1AI on sketch plan marked C	Car Park
Lot 1003 on SP 216778	S8 on sketch plan marked C	Storage
Lot 1003 on SP 216778	S9 on sketch plan marked C	Storage
Lot 1003 on SP 216778	S29 on sketch plan marked D	Storage

TITLE REFERENCE 50745710 - PARKSIDE APARTMENTS TOOMBUL COMMUNITY
TITLES SCHEME 39237

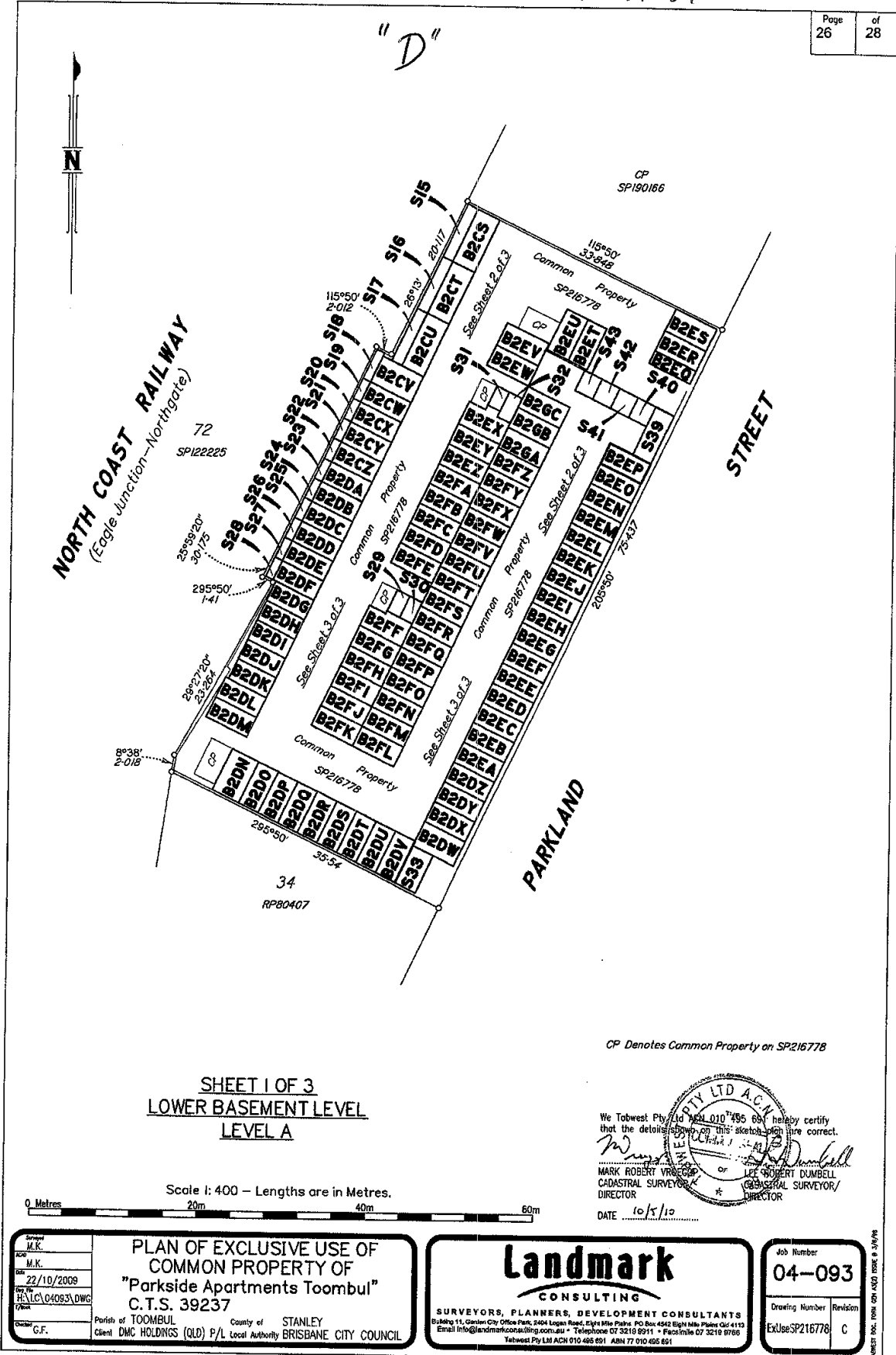




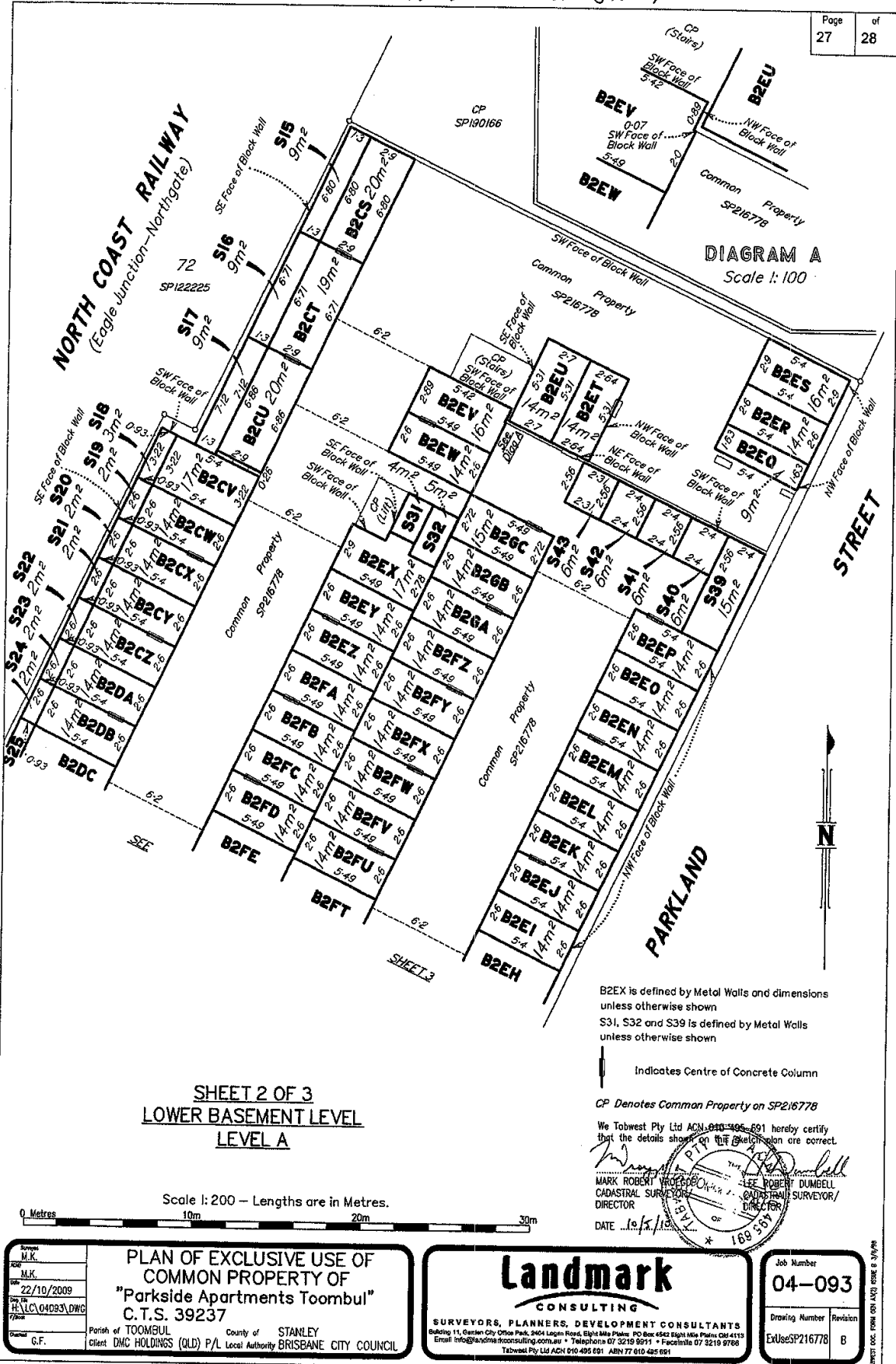
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TITLES SCHEME 39237



TITLE REFERENCE 50745710 - PARKSIDE APARTMENTS TOOMBUL COMMUNITY
TITLES SCHEME 39237



TITLE REFERENCE 50745710 - PARKSIDE APARTMENTS TOOMBUL COMMUNITY
TITLES SCHEME 39237





Hartleys Body Corporate Management
ABN: 68613005182
PO Box 111 CORINDA QLD 4075
Ph: (07) 3379 7455 Fax: (07) 33797499
info@hbcm.co

11/08/2026

Sparke Legal
C/-InfoTrack
qldsearching@infotrack.com.au

Dear Sparke Legal,

**RE: BODY CORPORATE DOCUMENTS FOR DISCLOSURE FOR PARKSIDE APARTMENTS TOOMBUL CTS
39237 - Lot 107**

Please find enclosed the completed BCCM Form 33, Body Corporate Certificate as requested.

As the Body Corporate Managers for the scheme, our role does not extend to auditing or verifying the veracity of documents or matters detailed in documents under the cover of this letter.

The information provided under the cover of this letter is current as at the date it was prepared. Circumstances of the Body Corporate can change and as such it may be prudent to seek updated body corporate documents prior to the settlement of your property. It is recommended that you conduct a search of the Body Corporate records to determine any levies approved for future periods.

Please note that it is the role of the Buyer's solicitor to provide us with a BCCM Form 8 containing the new owner's contact details following settlement. BCCM Form 8 is the only legal form by which the ownership of your lot is transferred in the records and our office will not be able to update the ownership until such time as our office receives that form.

We trust the above is of assistance. Please do not hesitate to contact our office should you have any questions regarding this matter.

Hartley's Body Corporate Management

BODY CORPORATE CERTIFICATE

The information in this certificate is issued on **11/08/2026**.

Name of Scheme	PARKSIDE APARTMENTS TOOMBUL CTS 39237	Lot	107
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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.

For the sale of a lot included in a community titles scheme under the *Body Corporate and Community Management Act 1997*. 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;
- the lawful use of lots, including whether a lot can be used for short-term letting; or
- *for schemes under specified two-lot schemes module*, body corporate decisions made by lot owner agreements (other than lot owner agreements about agreed body corporate expenses).

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.

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.

For schemes under specified two-lot schemes module, a body corporate under the Body Corporate and Community Management (Specified Two-lot Schemes Module) Regulation 2011 consists of the owners of the two lots in the scheme. The two lot owners make body corporate decisions by agreement (called 'lot owner agreements').

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 community titles scheme	PARKSIDE APARTMENTS TOOMBUL CTS 39237
Address of community titles scheme	23 Parkland Street , NUNDAH QLD 4012
Body corporate manager	Bodies corporate often engage a body corporate manager to handle administrative functions. The body corporate manager for the scheme: Hartleys Body Corporate Management ABN: 68613005182 PO Box 111 CORINDA QLD 4075 Ph: (07) 3379 7455 Fax: (07) 33797499 info@hbcm.co
Accessing records	Who is responsible for keeping the body corporate's records? - The body corporate manager named above.

Property and community titles scheme details

Lot number	107
Plan number	SP216778
Plan of subdivision	Building Format Plan The plan of subdivision applying to a lot determines maintenance and insurance responsibilities.
Regulation module	Accommodation 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.
Layered arrangements of community titles schemes	A layered arrangement is a grouping of community titles schemes, made up of a principal scheme and one or more subsidiary schemes. Find more information at www.qld.gov.au/buyingbodycorporate. Is the scheme part of a layered arrangement of community titles schemes? - No If yes, you should investigate the layered arrangement to obtain further details about your rights and obligations. The name and number of each community titles scheme part of the layered arrangement should be listed in the community management statement for the scheme given to you by the seller.
Building management statement	A building management statement is a document, which can be put in place in certain buildings, that sets out how property and shared facilities are accessed, maintained and paid for by lots in the building. It is an agreement between lot owners in the building that usually provides for supply of utility services, access, support and shelter, and insurance arrangements. A lot can be constituted by a community titles scheme's land. Does a building management statement apply to the community titles scheme? - No If yes, you can obtain a copy of the statement from Titles Queensland at 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 by-laws are listed in the community management statement, or a consolidated set of by-laws is given with this certificate.
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 and/or given with this certificate.

Lot entitlements and financial information

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: 10 Total contribution schedule lot entitlements for all lots: 830
Interest schedule	Interest schedule lot entitlement for the lot: 10 Total interest schedule lot entitlements for all lots: 830
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 107 for the current financial year	\$7,053.51
Number of instalments	3
Monthly penalty for overdue contributions (if applicable)	1%
Discount for on-time payments (if applicable)	N/A

Due Date	Details	Amount	Discount	Paid
01/11/2025	Standard Levy Contribution Schedule (01/11/2025 - 28/02/2026)	\$2,653.51	\$0.00 if paid by 01/11/2025	Fully Paid
01/05/2026	Standard Levy Contribution Schedule (01/03/2026 - 30/06/2026)	\$2,200.00	\$0.00 if paid by 01/05/2026	Fully Paid
01/07/2026	Standard Levy Contribution Schedule (01/07/2026 - 31/10/2026)	\$2,200.00	\$0.00 if paid by 01/07/2026	Fully Paid
01/11/2026	***Pre-issue Standard Levy Contribution Schedule (01/11/2026 - 28/02/2027)	\$2,200.00	\$0.00 if paid by 01/11/2026	Not Paid

Sinking fund contributions

Total amount of contributions (before any discount) for Lot 107 for the current financial year	\$3,335.00
Number of instalments	3
Monthly penalty for overdue contributions (if applicable)	1%
Discount for on-time payments (if applicable)	N/A

Due Date	Details	Amount	Discount	Paid
01/11/2025	Standard Levy Contribution Schedule (01/11/2025 - 28/02/2026)	\$815.00	\$0.00 if paid by 01/11/2025	Fully Paid
01/05/2026	Standard Levy Contribution Schedule (01/03/2026 - 30/06/2026)	\$1,260.00	\$0.00 if paid by 01/05/2026	Fully Paid
01/07/2026	Standard Levy Contribution Schedule (01/07/2026 - 31/10/2026)	\$1,260.00	\$0.00 if paid by 01/07/2026	Fully Paid
01/11/2026	***Pre-issue Standard Levy Contribution Schedule (01/11/2026 - 28/02/2027)	\$1,260.00	\$0.00 if paid by 01/11/2026	Not Paid

Special contributions (if any)

You can access the body corporate records for more information.

Total amount of contributions (before any discount) for Lot 107	\$3,529.19
Monthly penalty for overdue contributions (if applicable)	1%
Discount for on-time payments (if applicable)	N/A

Due Date	Details	Amount	Discount	Paid
15/05/2026	Engagement of SW Consult - Additional Sums	\$408.19	\$0.00 if paid by 15/05/2026	Fully Paid
01/09/2026	Special Levy for Engagement of SW Consult Additional Sums	\$408.20	\$0.00 if paid by 01/09/2026	Not Paid
01/09/2026	Special Levy for Level 1 Associated Costs - Additional Sums	\$361.50	\$0.00 if paid by 01/09/2026	Not Paid
01/09/2026	Special Levy for Level 1 Building Costs - Variation Mould/Bathroom	\$2,351.30	\$0.00 if paid by 01/09/2026	Not Paid

Other amounts payable by the lot owner (if any)

For the current financial year there are:

Amounts payable under exclusive use by-laws	
Amounts payable under service agreements (that are not included in body corporate contributions for the lot)	
Other amounts payable (see explanation given with this certificate)	

Summary of amounts due but not paid by the current owner

At the date of this certificate 11/08/2026, the following amounts are due but not yet paid for the lot.
A \$0.00 or Nil balance indicates that all payments for the lot are up to date.

Overdue annual contributions	\$0.00
Overdue special contributions	\$0.00
Penalties on overdue contributions	\$0.00
Other amounts due but not paid	
Total amounts due but not paid	\$0.00
Total amount in credit (if applicable) Credit balance on the lot and payments made before due date.	\$0.00

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 If yes, you can obtain a copy from the body corporate records. Current sinking fund balance (as at date of certificate): \$424,389.34
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. Are there any authorised improvements to the common property that the owner of the lot is responsible for maintaining in good condition? - No If yes, details given with this certificate.
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 of assets is given with this certificate (if any).

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.

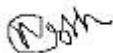
Body corporate insurance policies	Details of each current insurance policy held by the body corporate are given with this certificate. This includes, for each policy, the: - type of policy; - name of the insurer; - sum insured; - amount of premium; and - excess payable on a claim.
Alternative insurance	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	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: - 1 year if the Specified Two-lot Schemes Module applies to the scheme; - 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 If yes, name of caretaking service contractor engaged: Jynette Pty Ltd A.C.N 663 070 282 as trustee for JNL Holding Trust Has the body corporate authorised a letting agent for the scheme? - Yes If yes, name of authorised letting agent: Jynette Pty Ltd A.C.N 663 070 282 as trustee for JNL Holding Trust
Embedded network supply	Are there arrangement/s to supply any of the below services to occupiers in the community titles scheme through an embedded network? Electricity: Yes Hot Water / Gas: Yes Internet / Data: No More information about embedded networks in community titles schemes is available from www.qld.gov.au/buyingbodycorporate.

Body corporate authority

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

Name/s	The Body Corporate for PARKSIDE APARTMENTS TOOMBUL 39237
Position/s held	For and on behalf of the Body Corporate for PARKSIDE APARTMENTS TOOMBUL 39237
Signature/s	
Date	11/08/2026

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



Hartleys Body Corporate Management
ABN: 68613005182
PO Box 111 CORINDA QLD 4075
Ph: (07) 3379 7455 Fax: (07) 33797499
info@hbcm.co

TAX INVOICE

Sparke Legal
C/-InfoTrack
qldsearching@infotrack.com.au

Date: 11/08/2026
Ref: 260147 L107 PARKSIDE
APARTMENTS TOOMBUL CTS 39237

Preparation of Body Corporate Documents for Disclosure	
PARKSIDE APARTMENTS TOOMBUL 23 Parkland Street CTS 39237 Lot 107	
ABN: 16 013 160 938	
Invoice Total	\$86.95 Paid
	(Includes \$0.00 GST)

Hartleys Body Corporate Management

PO Box 111 CORINDA QLD 4075 ABN: 68613005182

Ph: (07) 3379 7455 Email: info@hbcm.co

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Asset Register

39237 PARKSIDE APARTMENTS TOOMBUL 23 Parkland Street

Description	Type	Acquisition Method	Date Acquired	Acquired From	Original Cost	Cost to Date	Market Value
Nil							

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Authorisations Affecting Lots
39237 PARKSIDE APARTMENTS TOOMBUL 23 Parkland Street

Lot No	Resolution Date	Description	Conditions
Nil			

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Contracts Register**39237 PARKSIDE APARTMENTS TOOMBUL 23 Parkland Street**

Page 1

Contractor Name and Address: Altogether Solutions Pty Ltd
Po Box 404
NUNDAH QLD 4012

Details of Duties: Embedded Gas & Hot Water**Delegated Powers:****Basis of Renumeration:****Commencement Date:** 30/04/2022**Termination Date:** 30/04/2032**Terms:** 10 Years**Options:** Nil**Copy of Agreement on File?** Y**Workers Comp No:** Nil

Contractor Name and Address: Hartley's Strata Services Pty Ltd
PO Box 111
CORINDA QLD 4075

Details of Duties: Body Corporate Management**Delegated Powers:** As per Management Agreement**Basis of Renumeration:** As per Management Agreement**Commencement Date:** 07/02/2025**Termination Date:** 06/02/2028**Terms:** 3 years**Options:** Nil**Copy of Agreement on File?** Y**Workers Comp No:**

Contractor Name and Address: KONE Elevators Pty Ltd

Details of Duties: Services and Options

Elevators

Entrapment rescue response time within agreed service hours

0.5 - hour response time

Entrapment rescue response time out of agreed service hours

1 - hour response time

Callout coverage

All technical callout services covered

Callout service execution time covered by the contract

Callout service cost covered 24/7

Repair coverage per event

Full repair coverage

Specific event(s) excluded from repair coverage

Not applicable

3.2.3 Performance services

Services and Options

Elevators

Availability guarantee

95.0%

Audit & inspection services

Not included

Asset management

KONE Care for Life service

Contract Management Services

Basic services for Contract Management

Adequate Maintenance Statement

Adequate Maintenance Statement

Delegated Powers:**Basis of Renumeration:** 6940**Commencement Date:** 25/07/2022**Termination Date:** 25/07/2027**Terms:** 5 Years**Options:****Copy of Agreement on File?** Y**Workers Comp No:**

Contractor Name and Address: Parkside Apartments Jynette Pty Ltd
U309,23 Parkland street

Details of Duties: Caretaking Services as per Agreement**Delegated Powers:** As per Agreement

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Contracts Register

39237 PARKSIDE APARTMENTS TOOMBUL 23 Parkland Street

Page 2

NUNDAH QLD 4012

Basis of Renumeration: As per Agreement

Commencement Date: 08/04/2009

Termination Date: 16/11/2033

Terms: 24yr 7mnth

Options: Nil

Copy of Agreement on File? N

Workers Comp No:

Contractor Name and Address: Parkside Apartments Jynette Pty Ltd
U309,23 Parkland street
NUNDAH QLD 4012

Details of Duties: Letting Agreement as per Agreement

Delegated Powers: as per Agreement

Basis of Renumeration: as per Agreement

Commencement Date: 08/07/2009

Termination Date: 16/11/2033

Terms: 24yr 7mnth

Options: Nil

Copy of Agreement on File? N

Workers Comp No:

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Exclusive Use Allocations
39237 PARKSIDE APARTMENTS TOOMBUL 23 Parkland Street

Lot No	Resolution Date	Description	By Law
107	12/11/08	Area B2EJ on sketch Plan D - Car Park	26

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Fund Proposals
39237 PARKSIDE APARTMENTS TOOMBUL 23 Parkland Street

Date Determined	Title	Particulars
31/01/24	Strata Loan	Strata Loan - Macquarie Bank - \$1,906,600.00 - 9.29% p/a interest rate - 10 year term - \$1000 establishment fee Drawn Downs: - 18/09/2025 \$5,601.75

Hartleys Body Corporate Management

Statement of Financial Affairs

Prepared for Owners of Community Title Scheme 39237

"PARKSIDE APARTMENTS TOOMBUL"

23 Parkland Street NUNDAH QLD 4012

For the Financial Period 01/11/24 to 31/10/25

Hartleys Body Corporate Management

PO Box 111 CORINDA QLD 4075 ABN: 68613005182

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Balance Sheet - C.T.S. 39237
"PARKSIDE APARTMENTS TOOMBUL"
23 PARKLAND STREET, NUNDAH, QLD 4012
For the Financial Period 01/11/2024 to 31/10/2025

	Administrative	Sinking	TOTAL THIS YEAR
Assets			
Cash At Bank			
Parkside Apartments Toombul CTS 39237	\$132,294.23	\$1,073,818.76	\$1,206,112.99
Parkside Apartments Toombul CTS 39237 TD 1	\$0.00	\$999,999.00	\$999,999.00
Accounts Receivable	\$4,455.20	\$0.00	\$4,455.20
GST Paid	\$5,514.81	\$15,407.03	\$20,921.84
GST Unpaid	\$1,653.43	\$6,285.72	\$7,939.15
Levies Receivable	\$15,918.00	\$167,552.52	\$183,470.52
Total Assets	\$159,835.67	\$2,263,063.03	\$2,422,898.70
Liabilities			
Accounts Payable	\$18,187.70	\$69,142.90	\$87,330.60
Accounts Payable (GST Free)	\$1,389.33	\$3,578.67	\$4,968.00
Accrued Expenses	\$6,363.24	\$0.00	\$6,363.24
BAS Clearing	\$(2,992.27)	\$394.17	\$(2,598.10)
GST Collected	\$15,074.48	\$9,118.96	\$24,193.44
GST on Arrears/Advances	\$(10,931.19)	\$11,261.67	\$330.48
Levies Paid in Advance	\$137,605.10	\$41,230.73	\$178,835.83
Unidentified Deposits	\$2,800.00	\$610.00	\$3,410.00
Total Liabilities	\$167,496.39	\$135,337.10	\$302,833.49
Net Assets	\$(7,660.72)	\$2,127,725.93	\$2,120,065.21

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Balance Sheet - C.T.S. 39237
"PARKSIDE APARTMENTS TOOMBUL"
23 PARKLAND STREET, NUNDAH, QLD 4012
For the Financial Period 01/11/2024 to 31/10/2025

	Administrative	Sinking	TOTAL THIS YEAR
Owners Funds			
Opening Balance	\$126,426.70	\$208,748.53	\$335,175.23
Net Income For The Period	\$(134,087.42)	\$1,918,977.40	\$1,784,889.98
Total Owners Funds	\$(7,660.72)	\$2,127,725.93	\$2,120,065.21

Hartleys Body Corporate Management

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Income and Expenditure Statement - C.T.S. 39237
"PARKSIDE APARTMENTS TOOMBUL"
23 PARKLAND STREET, NUNDAH, QLD 4012
For the Financial Period 01/11/2024 to 31/10/2025

Administrative Fund

	TOTAL THIS YEAR	This Year Budget	Last Year Actual
Income			
Income - Other	\$0.00	\$0.00	\$693.73
Interest on Overdues	\$1,325.80	\$0.00	\$384.73
Levy Income	\$536,482.12	\$536,481.82	\$377,272.35
Total Administrative Fund Income	\$537,807.92	\$536,481.82	\$378,350.81
Expenses			
Archiving/Records Maintenance	\$237.00	\$237.00	\$177.66
Audit Fees	\$830.00	\$1,000.00	\$1,000.00
Backflow Testing	\$0.00	\$500.00	\$359.09
Bank Charges/Payments	\$1,710.00	\$500.00	\$950.50
Building Maintenance & Administration Management	\$0.00	\$0.00	\$0.00
Building Manager	\$192,697.98	\$190,686.00	\$183,351.66
Consultancy Fees	\$0.00	\$0.00	\$487.27
Council Charges/Rates	\$228.00	\$300.00	\$219.00
Electricity	\$45,383.79	\$48,000.00	\$(90,617.28)
Electricity - Admin	\$11,252.30	\$8,500.00	\$7,794.57
Electricity - Recoverable	\$(24,664.29)	\$0.00	\$(43,060.47)
False Fire Alarm Cost - Paid	\$1,505.60	\$0.00	\$1,456.10
Fixed Disbursements	\$4,274.46	\$4,275.00	\$3,112.56
Govt Charges/Lodgements	\$50.00	\$0.00	\$50.00
Govt Compliance	\$989.09	\$1,200.00	\$1,068.71
Ins. - Brokerage	\$15,000.00	\$0.00	\$0.00
Ins. - Stamp Duty	\$20,173.15	\$15,000.00	\$5,591.40
Insurance	\$205,597.03	\$225,000.00	\$100,880.08
Insurance Claims - Excess	\$0.00	\$0.00	\$2,500.00
Insurance Claims - Recovery	\$0.00	\$0.00	\$(12,435.00)
Internet Communications	\$536.27	\$350.00	\$313.61
Legal Fees	\$65,333.62	\$5,000.00	\$4,872.50
Levy Recovery Costs	\$1,020.00	\$0.00	\$255.00
Lift Registration - No Gst	\$1,007.38	\$0.00	\$0.00
Maint. - Air Conditioning (Contract)	\$891.98	\$4,000.00	\$3,786.00
Maint. - Building	\$1,770.51	\$5,000.00	\$3,160.16
Maint. - Building Services	\$300.00	\$0.00	\$0.00
Maint. - Car Park (Basement)	\$0.00	\$0.00	\$365.70
Maint. - Carpets/Flooring	\$863.64	\$1,000.00	\$727.27
Maint. - Cleaning (Contract)	\$2,557.05	\$3,000.00	\$2,857.80

Hartleys Body Corporate Management

PO Box 111 CORINDA QLD 4075 ABN: 68613005182

Ph: (07) 3379 7455 Email: info@hbcm.co

Printed: 25/03/2026 03:28 pm User: Nima Shrestha

Income and Expenditure Statement - C.T.S. 39237
"PARKSIDE APARTMENTS TOOMBUL"
23 PARKLAND STREET, NUNDAH, QLD 4012
For the Financial Period 01/11/2024 to 31/10/2025

Administrative Fund

	TOTAL THIS YEAR	This Year Budget	Last Year Actual
Maint. - Cleaning (Materials)	\$740.20	\$1,000.00	\$638.70
Maint. - Doors	\$890.00	\$500.00	\$339.00
Maint. - Electrical	\$2,353.58	\$3,000.00	\$2,653.57
Maint. - Fire & Safety Service (Contract)	\$14,049.66	\$15,000.00	\$15,020.83
Maint. - Fire Control (Repairs)	\$5,221.70	\$3,000.00	\$2,982.35
Maint. - Furniture & Equipment	\$0.00	\$0.00	\$117.27
Maint. - Garage Doors	\$636.36	\$1,000.00	\$836.36
Maint. - Garden & Grounds (Contract)	\$336.07	\$500.00	\$255.53
Maint. - Gym	\$1,514.40	\$2,500.00	\$2,578.01
Maint. - Intercom	\$0.00	\$2,000.00	\$1,358.18
Maint. - Lifts	\$16,326.42	\$15,000.00	\$14,803.24
Maint. - Locksmith	\$961.57	\$1,000.00	\$794.50
Maint. - Pest Control	\$1,578.52	\$2,500.00	\$2,080.00
Maint. - Plumbing	\$3,625.00	\$3,000.00	\$5,168.87
Maint. - Pool	\$1,275.87	\$1,000.00	\$0.00
Maint. - Pool Chemicals	\$2,853.89	\$1,000.00	\$866.54
Maint. - Pool/Spa/Sauna	\$200.00	\$1,000.00	\$1,080.52
Maint. - Pump	\$0.00	\$3,000.00	\$2,959.52
Maint. - TV aerial/satellite	\$0.00	\$0.00	\$436.36
Management Fee (Addl)	\$4,903.35	\$2,000.00	\$1,656.55
Management Fee	\$10,260.06	\$10,259.00	\$12,195.03
Meeting Expenses	\$303.86	\$0.00	\$0.00
Post.Print Statio Addtl	\$4,059.99	\$0.00	\$157.80
Prior Year Adjustment	\$6,956.79	\$0.00	\$0.00
Report Costs	\$37,553.41	\$4,200.00	\$15,920.00
Software Support Fee	\$2,075.00	\$2,076.00	\$1,556.28
Tax - IncomeTax Returns	\$150.00	\$400.00	\$270.00
Tax Prep - BAS	\$1,435.00	\$600.00	\$1,215.00
Telephone - Lift	\$845.08	\$1,255.00	\$1,036.32
Telephone/Fax	\$1,245.00	\$1,245.00	\$933.75
Total Administrative Fund Expenses	\$671,895.34	\$591,583.00	\$269,133.97
Administrative Fund Surplus/Deficit	\$(134,087.42)	\$(55,101.18)	\$109,216.84

Hartleys Body Corporate Management

PO Box 111 CORINDA QLD 4075 ABN: 68613005182

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Income and Expenditure Statement - C.T.S. 39237
"PARKSIDE APARTMENTS TOOMBUL"
23 PARKLAND STREET, NUNDAH, QLD 4012
For the Financial Period 01/11/2024 to 31/10/2025

Sinking Fund

	TOTAL THIS YEAR	This Year Budget	Last Year Actual
Income			
Bank Interest SF	\$10,213.25	\$0.00	\$0.00
Interest on Overdues	\$20,629.51	\$0.00	\$195.79
Levy Income	\$175,808.94	\$175,809.09	\$158,453.64
Special Levy Income	\$2,230,664.01	\$2,230,663.82	\$0.00
Total Sinking Fund Income	\$2,437,315.71	\$2,406,472.91	\$158,649.43
Expenses			
Banking Fees	\$1,000.00	\$0.00	\$0.00
Building	\$340,423.49	\$0.00	\$4,560.16
Consultancy Fees	\$40,740.00	\$0.00	\$6,000.00
Doors	\$0.00	\$0.00	\$200.00
Electrical	\$0.00	\$0.00	\$988.52
Fire Control	\$4,989.50	\$0.00	\$278.00
Interest Charged on Loan	\$50.69	\$0.00	\$0.00
Lift Part Replacement	\$3,448.00	\$0.00	\$0.00
Pool Equipment/Furniture	\$4,771.55	\$0.00	\$0.00
Report Costs	\$0.00	\$0.00	\$15,400.00
Roads/Parking/Paths	\$0.00	\$0.00	\$608.27
Sundry Expenses	\$107,701.90	\$0.00	\$0.00
Tiling	\$(5,661.82)	\$0.00	\$5,661.82
Waterproofing	\$20,875.00	\$0.00	\$0.00
Total Sinking Fund Expenses	\$518,338.31	\$0.00	\$33,696.77
Sinking Fund Surplus/Deficit	\$1,918,977.40	\$2,406,472.91	\$124,952.66



Austcover Pty Ltd
AFSL: 241799
ABN: 46 073 425 662
PO Box 2780
Brisbane QLD 4001
Tel: 07 5532 2924
contactus@austcover.com.au
http://www.austcover.com.au

RENEWAL TRANSFER TAX INVOICE

Body Corporate Parkside Apartments Toombul CTS 39237
23 Parkland Street
NUNDAH QLD 4012

Invoice Number: 4668510
Date: 24/11/2025

Account Manager: Jason Norris

Phone: 07 3237 8666
Mobile: 0477 007 104
jason.norris@austcover.com.au

Thank you for using our services to arrange this insurance cover. Brief details of cover arranged on your behalf are given below. Please refer to the policy document issued by the insurer for complete policy terms and conditions. Please read the attached important notices. Do not hesitate to contact us with any questions you may have.

Type of Policy	Industrial Special Risks
Insured:	Body Corporate Parkside Apartments Toombul CTS 39237
Insurer:	Insurance Investment Solutions Pty Ltd
Policy Number:	ISRSC/0002947
Period of Insurance:	From 30/11/2025 to 30/11/2026 at 4.00pm local standard time <i>This cover expires at 4.00pm on the date of expiry, unless otherwise specified on the attached schedule</i>

Transaction Details:

Premium	ESL	Underwriter Fee	Stamp Duty	Broker Fee	GST Premium	GST Broker Fee	Total Due
\$85,128.42	\$0.00	\$1,500.00	\$8,427.71	\$0.00	\$8,662.84	\$0.00	\$103,718.97

Payment Options Terms Net 14 days



Austcover Pty Ltd

DEFT Reference Number
406371246685101

Pay by credit card or registered bank account at www.deft.com.au
Payments by credit card may attract a surcharge.



Name: Body Corporate Parkside Apartments
Toombul CTS 39237

Client ID: 289785

Invoice No: 4668510

Payment Date: 30/11/2025

Premium Funding Option

Premium Finance is available. To arrange a quotation please call 07 5532 2924
Finance and administration charges apply.



*498 406371 246685101

Payments can be made at any Post Office cheque or EFTPOS.



Bill Code: 20362
Reference: 406371246685101

Enter the Biller Code and BPAY reference number as detailed above

Total Due:

(GST included if applicable)

\$103,718.97

DEFT is a service of Macquarie Bank



Pay by credit card at www.deft.com.au

Austcover Pty Ltd accepts Mastercard, Visa, American Express & Diners Club Cards.

Payments by credit card attract a surcharge.



Contact your participating bank, credit union or building society to make payment directly from your savings account.

You will be required to enter the Biller Code and BPAY reference number as detailed on the front of your invoice.



Please present invoice intact showing barcode at any Australia Post Office.

Payments may be made by EFTPOS.

Residential Strata Title

The Insured:	23 PARKLAND STREET CTS 39237		
Situation/s of Risk:	23 Park Street Nundah, 4012 QLD		
Period of Insurance:	From 30/11/2025 to 30/11/2026 at 4.00pm local standard time		
Complex Details:	Comprising of:		
	Pool:	Yes	
	Lift:	No	
	Year Built:	2009	
	No. of Units:	83	
	No. of Structures	1	
	Nature of Construction:		
	Building:	Unknown	
	Roof:	Concrete	
	Floor:	Reinforced Concrete	
	Walls	Concrete Block/unreinforced masonry	
	No. of Storeys Above Ground:	10	
	No. of Storeys Below Ground:	2	
Interest Insured:	Section 1 Property: Physical Loss, Destruction or Damage - Limits of Liability		
	Costs incurred by the Body Corporate		
	Building Sum Insured	\$	52,500,000
	All sub-sections 5.1 - 5.10 combined	\$	13,125,000
	Common Contents	\$	525,000
	Catastrophe Cover	\$	15,750,000
	Market Value		Not Insured
	Loss of Rent	\$	7,875,000
	Fixtures & Fitting		Insured
	Loss of Rent		Insured
	Paint Cover Selected (NSW & ACT only)		Included
	Floorboards		Insured
	Flood Cover		Not Insured
	Section 2 – Public Liability		
	Personal Injury or Property Damage Limit of Liability any one occurrence	\$	20,000,000
	Section 3 – Voluntary Workers Personal Accident		
	Accidental Death & Disablement		Capital - \$200,000 / Weekly - \$2,000
	Section 4 - Fidelity Guarantee		
	Limit per person and in the aggregate	\$	2,000,000
	Section 5 – Equipment Breakdown (52% Lead Line)		
	Limit of Liability in the aggregate period of insurance	\$	100,000
	Section 6 – Office Bearers Liability		
	Limit of Liability in the aggregate period of insurance	\$	2,000,000
	6.1 Additional Defence Costs		Not Insured
	6.2 Statutory Fines & Penalties		Not Insured
	Section 7 – Government Audit Costs, Workplace Health & Safety Breaches and Legal Expenses		
	a) Government Taxation and Audit Costs		

Limit of Liability in the aggregate period of insurance	\$	30,000
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b) **Workplace Health and Safety Breaches**

Limit of Liability in the aggregate period of insurance	\$	150,000
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c) **Legal Defence Expenses**

Limit of Liability in the aggregate period of insurance	\$	50,000
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Deductible/Excess:

Section 1 - Property: Physical Loss, Destruction or Damage

Property Claims	\$	5,000
Malicious Damage	\$	5,000
Flood		Not Insured
Impact	\$	5,000
New Construction	\$	5,000
All Standard Excess Claims (Discounted)	\$	2,500

Where We complete or control the work via our chosen supplier or where We offer a cash settlement the above excesses will be reduced to the discounted amount shown above.

Imposed Excesses

Burst Pipe &/or Resultant Water Damage	\$	50,000
Burst Flexi Pipe & Resultant Water Damage (Discounted)	\$	25,000

The above discounted excess will apply if the You can demonstrate the burst flexihose was less than 3 years old or an emergency stop valve is connected.

Other Special Excesses

Storm	\$	50,000
Earthquake	\$	83,000
Tropical Cyclone	\$	166,000

Section 2 - Liability

All Liability Claims		
Claims involving Pool/spa	\$	1,000
Claims involving Tennis Courts	\$	2,500
Claims involving Playgrounds	\$	2,500
Claims involving Gymnasium	\$	5,000

Section 3 - Voluntary Workers

All Voluntary Workers Claims		7 Days
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Section 4 – Fidelity Guarantee

Each and every claim	\$	1,000
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Section 5 - Equipment Breakdown

All Other Equipment Breakdown Claims	\$	1,250
Water Chiller and Power Generators each and every claim	\$	5,000
Central A/C Units	\$	2,500
Small A/C Units	\$	1,250
All Lift claims	\$	2,000

Section 6 – Office Bearers Liability

Each and every claim	\$	1,000
Office Bearers Retroactive Date		18/11/2024

Section 7 - Government Audit Costs, Workplace Health & Safety Breaches and Legal Expenses

a) **Government Taxation and Audit Costs**

Each and every claim	\$	250
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b) **Workplace Health and Safety Breaches**

Each and every claim	\$	250
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c) Legal Defence Expenses	
Each and every claim	\$ 1,000
Contribution each and every claim	20% of Legal Expenses Incurred

Special Note: The information detailed on this invoice relates solely to the insurance requirements of the Body Corporate and no other insurance products.

Individual unit owners should make separate enquiries to protect their Assets and Liabilities. Please contact your broker should you require any further insurance products.

This Policy does not include protection for Mobile or Fixed Air-conditioning units servicing an individual unit when the building is located in Queensland.

Owner occupiers should include the Air-conditioning units as part of their content's insurance.

Landlords should ensure they have Contents Insurance which includes the Air-conditioning units.

Refer to the policy wording for full terms and conditions

Endorsements: Endorsements as per policy

Extensions: Conditions/Extensions as per policy

Exclusions: Exclusions as per policy

Policy Wording: isProperty Residential Strata Insurance Policy Wording and Product Disclosure Statement (PDS) RSTRATANPRE 1.0 12 2023

Insurer Panel: Underwriting Agency: Insurance Investment Solutions Pty Ltd 100%

*Underwritten By: Certain Underwriters at Lloyds
Level 16, 1 Macquarie Place
Sydney NSW 2000*

IMPORTANT NOTICES

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

YOUR POLICY DOCUMENTATION

The policy wordings and other documentation should be read carefully to ensure that the cover provided is right for you. If you do not comply with the policy terms and conditions the insurer may be able to cancel the policy and/or refuse to pay or reduce a claim. You should carefully monitor and review your insurance contract to ensure it continues to be adequate during the period of insurance. If any information is incorrect or unclear, make sure that you tell us.

YOUR DISCLOSURE OBLIGATIONS

It is important that you provide us with complete and accurate information about the risk to be insured otherwise the advice we give you may not be appropriate for your needs. We rely on you to provide complete and accurate information.

Before you enter into an insurance contract with an insurer, you have a duty under the Insurance Contracts Act 1984 (Cth) to disclose information to the insurer. This Duty of Disclosure applies until the insurer agrees to either insure you or renew your insurance. The Duty of Disclosure also applies before you extend, vary or reinstate your insurance.

If you are applying for or renewing insurance in relation to consumer insurance products such as, your motor vehicle, home building and/or contents, residential strata, travel, personal accident or sickness and/or consumer credit products, you must answer the specific questions asked by the insurer truthfully and accurately. In answering those questions, you must tell the insurer all information that's known to you and that a reasonable person would be expected to provide in answer to the questions. Not doing so may be considered by the insurer to be a breach of your 'duty to take reasonable care not to make a misrepresentation' and may cause issues in relation to the validity of your insurance policy and/or issues in the event of you lodging a claim.

At renewal, the insurer may either ask you to advise any changes to information you have previously disclosed, or may give you a copy of the information you previously disclosed and ask you to advise them if there have been any changes. If you do not tell the insurer about a change, you will be taken to have told the insurer there is no change.

If you are applying for or renewing any other insurance, you must tell the insurer all information that is known to you that a reasonable person could be expected to know or that is relevant to the insurer's decision to insure you and on what terms.

You do not need to tell the insurer anything:

- that reduces the risk it insures you for;
- is common knowledge;
- that the insurer knows or should know; or
- which the insurer waived your duty to tell it about

NON-DISCLOSURE

If you fail to comply with your Duty of Disclosure, the insurer may cancel your contract of insurance, or reduce the amount it will pay you if you make a claim, or both. If your failure to comply with the Duty of Disclosure is fraudulent, the insurer may refuse to pay a claim and treat the contract of insurance as if it never existed. If you are in doubt about whether or not a particular matter should be disclosed, please contact our office.

PEOPLE YOU REPRESENT

You must make sure you explain the Duty of Disclosure to any person you represent when we arrange any insurance cover for you. Alternatively, you may ask any person you represent to contact us, and we will explain their Duty of Disclosure to them directly.

DUTY OF GOOD FAITH

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

PRIVACY

We are committed to protecting your privacy. We use the information you provide to us to assist and advise on your insurance needs. We provide your information to insurance companies and agents that provide insurance quotes and offer insurance terms to you. Your information may also be provided to the companies that deal with your insurance claim such as assessors and claims administrators. Your information may be given to an overseas insurer (eg. Lloyds of London) if we are seeking insurance terms from an overseas insurer, or to reinsurers who are located overseas. We will inform you of where the insurer is located, if it is possible to do so at the time of advising you. We also provide your information to the suppliers of our policy administration and broking systems that help us to provide our products and services to you. We do not trade, rent, or sell your information.

COOLING OFF RIGHTS

You may have a statutory cooling-off right to return your policy. The Product Disclosure Statement (PDS) or policy document issued by the insurer tells you what the cooling-off right is. You must notify us in writing within the period noted in your PDS or policy document. Irrespective of any cooling-off period you may still have cancellation rights under your policy.

TARGET MARKET DETERMINATION (TMD)

A TMD is developed for any retail insurance product to help you understand the class of customer for which the insurance policy is designed for. You can find the TMD relevant to your insurance policy through the link:

<https://www.steadfast.com.au/target-market-determinations>

UNDER-INSURANCE

Reviewing the sums insured and declared values in your policies on a regular basis and at each renewal will help you to ensure that you have maximum protection under your policies.

Consider whether you require cover for replacement on a 'new for old' basis and other costs such as removal of debris. The value of the property/assets insured may need to be updated if you change locations, renovate, or expand your premises, or purchase new property/assets.

If you do not check these values and advise us of changes you require, you could be underinsured as the insurer may apply an Average or Co-insurance clause.

AVERAGE, CO-INSURANCE

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

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

CONTRACTS AND LEASES YOU SIGN

If you sign a contract with an indemnity, "hold harmless" or release, it can invalidate your insurance – unless you obtain the Insurer's consent in advance.

These clauses are often found in leases and other contracts you sign from time to time relating to your business. Do not sign a contract or lease without contacting us and/or taking legal advice as to whether the contract terms will prejudice your policy.

LEASING, HIRING AND BORROWING PROPERTY

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

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

CLAIMS OCCURRING POLICIES

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

CLAIMS MADE POLICIES

Some policies (e.g. professional indemnity insurance) provide cover on a "claims made" basis. This means that claims first advised to you (or made against you) and reported to your insurer during the policy period are insured under that policy, irrespective of when the incident causing the claim occurred. (unless there is a date beyond which the policy does not cover – this is called a "retroactive date"). If you become aware of circumstances which could give rise to a claim, notify the insurer during the policy period.

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

ADDITIONAL INSURED AND NOTING INTERESTS

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

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

INSURER SOLVENCY

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

UNAUTHORISED FOREIGN INSURERS

In limited cases, we may recommend that you insure with an unauthorised foreign insurer. An unauthorised foreign insurer is an insurer that is not authorised under the Insurance Act 1973 (Act) to conduct insurance business in Australia and is not subject to the system of financial supervision of general insurers in Australia that is monitored by the Australian Prudential Regulation Authority. If the insurer becomes insolvent, you will not be protected by the Federal Government's Financial Claims Scheme provided under Part VC of that Act.

CANCELLATIONS

If there is a refund of premium as a result of a cancellation or adjustment to a policy, we reserve the right to retain the remuneration earned prior to the alteration. If we don't do this we will not be properly paid for the services provided to you.

QUEENSLAND TITLES REGISTRY

GENERAL REQUEST

FORM 14 Version 4

Page 1 of 1

Duty Imprint



718388668

\$88.00

09/11/2017 15:53

BE 470

used to maintain publicly accessible
the Department's website.

1. Nature of request

REQUEST TO RECORD NEW COMMUNITY
MANAGEMENT STATEMENT FOR THE PARKSIDE
APARTMENTS TOOMBUL COMMUNITY TITLES
SCHEME 39237

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

HWL Ebsworth Lawyers
GPO Box 2033, Brisbane Qld 4001
Ph: 07 3169 4700
Email: mowens@howe.com.au
Ref:JDW:MPO:642330

**Lodger
Code**

88A

2. Lot on Plan Description

COMMON PROPERTY OF THE
PARKSIDE APARTMENTS TOOMBUL
COMMUNITY TITLES SCHEME 39237

Title Reference

50745710

3. Registered Proprietor/State Lessee

BODY CORPORATE FOR THE PARKSIDE APARTMENTS TOOMBUL COMMUNITY TITLES SCHEME 39237

4. Interest

NOT APPLICABLE

5. Applicant

BODY CORPORATE FOR THE PARKSIDE APARTMENTS TOOMBUL COMMUNITY TITLES SCHEME 39237

6. Request

I hereby request that: the New Community Management Statement deposited herewith which amends Schedule E of the existing Community Management Statement be recorded as the Community Management Statement for The Parkside Apartments Toombul Community Titles Scheme 39237.

7. Execution by applicant

Michael Paul Owens
Solicitor

8/11/2017
Execution Date

Applicant's or Solicitor's Signature

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

QUEENSLAND LAND REGISTRY

Body Corporate and Community Management Act 1997

NEW COMMUNITY MANAGEMENT STATEMENT

CMS Version 3

Page 1 of 28

**39237**

This statement incorporates and must include the following:

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

1. Name of community titles scheme

Parkside Apartments Toombul Community Titles Scheme
39237

2. Regulation module

Accommodation Module

3. Name of body corporate

Body Corporate for Parkside Apartments Toombul Community Titles Scheme 39237

4. Scheme land

Lot on Plan Description	County	Parish	Title Reference
SEE ENLARGED PANEL			

5. Name and address of original owner #

Not applicable.

6. Reference to plan lodged with this statement

Not applicable.

first community management statement only

7. Local Government community management statement notation

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

8. Execution by original owner/Consent of body corporate

Execution Date

8 / 11 / 2017



***Execution**

Chairperson

Secretary

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

Privacy Statement

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

QUEENSLAND LAND REGISTRY
ENLARGED PANEL
 Land Title Act 1994, Land Act 1994 and Water Act 2000

Form 20 Version 2
Page 2 of 28

Title Reference 50745710 - Parkside Apartments Toombul Community Titles Scheme 39237

Scheme Land Description of Lot	County	Parish	Title Reference
Common property of Parkside Apartments Toombul Community Titles Scheme 39237			50745710
Lots 103 to 109 on SP 216778	Stanley	Toombul	50745711 to 50745717
Lots 204 to 214 on SP 216778	Stanley	Toombul	50745718 to 50745728
Lots 304 to 314 on SP216778	Stanley	Toombul	50745729 to 50745739
Lots 404 to 414 on SP216778	Stanley	Toombul	50745740 to 50745750
Lots 504 to 514 on SP216778	Stanley	Toombul	50745751 to 50745761
Lots 604 to 614 on SP216778	Stanley	Toombul	50745762 to 50745772
Lots 701 to 707 on SP216778	Stanley	Toombul	50745773 to 50745779
Lots 801 to 807 on SP216778	Stanley	Toombul	50745780 to 50745786
Lots 901 to 904 on SP216778	Stanley	Toombul	50745787 to 50745790
Lots 1001 to 1003 on SP216778	Stanley	Toombul	50745791 to 50745793

Title Reference 60745710 - Parkside Apartments Toombul Community Titles Scheme 39237

Page 3 of 28

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot	Plan	Contribution	Interest
103	SP 216778	10	10
104	SP 216778	10	10
105	SP 216778	10	10
106	SP 216778	10	10
107	SP 216778	10	10
108	SP 216778	10	10
109	SP 216778	10	10
204	SP 216778	10	10
205	SP 216778	10	10
206	SP 216778	10	10
207	SP 216778	10	10
208	SP 216778	10	10
209	SP 216778	10	10
210	SP 216778	10	10
211	SP 216778	10	10
212	SP 216778	10	10
213	SP 216778	10	10
214	SP 216778	10	10
304	SP 216778	10	10
305	SP 216778	10	10
306	SP 216778	10	10
307	SP 216778	10	10
308	SP 216778	10	10
309	SP 216778	10	10
310	SP 216778	10	10
311	SP 216778	10	10
312	SP 216778	10	10
313	SP 216778	10	10
314	SP 216778	10	10
404	SP 216778	10	10
405	SP 216778	10	10
406	SP 216778	10	10
407	SP 216778	10	10
408	SP 216778	10	10
409	SP 216778	10	10
410	SP 216778	10	10
411	SP 216778	10	10

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Lot	Plan	Contribution	Interest
412	SP 216778	10	10
413	SP 216778	10	10
414	SP 216778	10	10
504	SP 216778	10	10
505	SP 216778	10	10
506	SP 216778	10	10
507	SP 216778	10	10
508	SP 216778	10	10
509	SP 216778	10	10
510	SP 216778	10	10
511	SP 216778	10	10
512	SP 216778	10	10
513	SP 216778	10	10
514	SP 216778	10	10
604	SP 216778	10	10
605	SP 216778	10	10
606	SP 216778	10	10
607	SP 216778	10	10
608	SP 216778	10	10
609	SP 216778	10	10
610	SP 216778	10	10
611	SP 216778	10	10
612	SP 216778	10	10
613	SP 216778	10	10
614	SP 216778	10	10
701	SP 216778	10	10
702	SP 216778	10	10
703	SP 216778	10	10
704	SP 216778	10	10
705	SP 216778	10	10
706	SP 216778	10	10
707	SP 216778	10	10
801	SP 216778	10	10
802	SP 216778	10	10
803	SP 216778	10	10
804	SP 216778	10	10
805	SP 216778	10	10
806	SP 216778	10	10
807	SP 216778	10	10
901	SP 216778	10	10
902	SP 216778	10	10

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Lot	Plan	Contribution	Interest
903	SP 216778	10	10
904	SP 216778	10	10
1001	SP 216778	10	10
1002	SP 216778	10	10
1003	SP 216778	10	10

TOTALS:	830	830
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SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

Not Applicable

SCHEDULE C BY-LAWS**1. NOISE**

- (a) An Owner or occupier of a Lot, their servant or agents shall not make, or permit, any noise in the Lot or on Common Property which will be likely to interfere in any way with the peaceful enjoyment of other Owners or occupiers of Lots or those having business with them or of any person lawfully using the Common Property.
- (b) In the event of any unavoidable noise in a Lot at any time, the Owner or occupier shall take all practical means to minimise annoyance to other Owners or occupiers of Lots by closing all doors windows and curtains of its Lot and also such further steps as may be within his power for the same purpose.
- (c) All musical instruments, radios, television receivers and sound equipment shall be controlled so that the sound is reasonable and does not cause an annoyance to any other Owner or occupier of a Lot. Such equipment and instruments shall not be operated between the hours of 9:00 pm and 8:00 am in such a manner as to be audible at all to any other Owner or occupier of a Lot.
- (d) An Owner or occupier of a Lot shall not hold, or permit to be held, any social gathering in its Lot by which there shall be any noise which interferes with the quiet enjoyment of its Lot by any other Owner or occupier of a Lot at any time of day or night.
- (e) An Owner or occupier of a Lot shall request guests leaving after 11.00 pm to leave quietly and quietness shall be observed when an Owner or occupier of a Lot returns to the building after 10:00 pm and before 7:00 am.

2. DAMAGE TO COMMON PROPERTY

An Owner or occupier of a Lot shall not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property except with the consent in writing of the Body Corporate, but this By-law does not prevent an Owner or person authorised by it from installing:

- (a) any locking or other safety device for protection of its Lot against intruders; or
- (b) any screen or other device to prevent entry of animals or insects upon its Lot;

PROVIDED THAT the locking or other safety device or, screen or other device as the case may be, is constructed in a workman-like manner, is maintained in a state of good and serviceable repair by the Owner and does not detract from the good appearance of the building (as determined by the Committee of the Body Corporate).

3. DAMAGE TO LAWNS, ETC ON COMMON PROPERTY AND BODY CORPORATE ASSETS

An Owner or occupier of a Lot shall not -

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon Common Property or any Body Corporate asset; or
- (b) use for its own purposes as a garden any portion of the Common Property.

4. OBSTRUCTIONS

An Owner or occupier of a Lot shall not obstruct lawful use of Common Property by any person.

5. CORRESPONDENCE

All complaints or applications to the Body Corporate shall be addressed in writing to the Secretary of the Body Corporate or to the Body Corporate Manager.

6. RIGHT OF ENTRY

- (a) An Owner or occupier of a Lot, upon receiving reasonable notice from the Body Corporate, shall allow the Body Corporate or any contractors, sub-contractors, workmen or other person authorised by it, the right of access to its Lot for the purpose of carrying out works or effecting repairs on mains, pipes, wires or connections of any water, sewerage, drainage, gas, electricity, telephone or other system or service, whether to its Lot or to an adjoining Lot or Common Property.
- (b) Such repair, maintenance or renewal shall be at the expense of the Owner of the relevant Lot in cases where the need for such repair, maintenance, repair or renewal is due to any act or default of the Owner or the occupier of its Lot.
- (c) If not so permitted the Body Corporate, its servants, agents, employees, contractors or the Body Corporate Manager, may effect entry and such entry shall not constitute trespass.
- (d) The Body Corporate or the Body Corporate Manager, in exercising this power, shall ensure that agents, servants, employees or contractors cause as little inconvenience to an Owner or occupier of a Lot as is reasonable in the circumstances.

7. VEHICLES AND USE OF PRIVATE ROADS AND OTHER COMMON PROPERTY

- (a) The occupier of a Lot shall not without the Body Corporate's written approval
 - (i) park a vehicle, or allow a vehicle to stand, on the Common Property; or
 - (ii) permit an invitee to park a vehicle, or allow a vehicle to stand, on the Common Property, except for the designated visitor parking which must remain available at all times for the sole use of visitors' vehicles
- (b) An approval under 7(a) must state the period for which it is given, with the exception of designated visitor parking.
- (c) However, the Body Corporate may cancel the approval by giving 7 days written notice to the occupier, with the exception of designated visitor parking.

8. SPEED LIMIT

An Owner or occupier of a Lot shall not exceed the speed limit nominated by the Body Corporate in a Committee meeting from time to time (the "speed limit") while driving any motor propelled vehicle on the Common Property and shall use its best endeavours to ensure that its invitees do not exceed the speed limit in such circumstances. The speed limit for the time being shall be 10 kph.

9. REFUSE DISPOSAL, ETC, ON COMMON PROPERTY

- (a) An Owner or occupier of a Lot shall not throw or allow to fall or permit or suffer to be thrown or fall, any object or substance out of the window or doors or from any balcony of its Lot, or down any staircase, passage, or skylight, or from the roof or passageway of the buildings. Any cost of remedying any damage, or of cleaning caused by a breach of this By-law, shall be borne by the Owner of the relevant Lot.
- (b) An Owner or occupier of a Lot shall comply with all directions of the Local Authority on disposal of refuse and further:
 - (i) save where the Body Corporate provides some other means of disposal of refuse, maintain within its Lot or on such part of the Common Property as may be authorised by the Body Corporate, in a clean and dry condition and adequately covered, a receptacle for the sole purpose of the collection of refuse;
 - (ii) empty bottles, boxes, used containers, pellets and similar items shall be stored tidily and, as far as possible, out of sight;

- (iii) ensure that the health, hygiene and comfort of the Owner or occupier of any other Lot is not adversely affected by its disposal of garbage;
 - (iv) keep car spaces tidy and free of litter; and
 - (v) ensure that any perishable items such as meat, fish, fruit etc are not placed in receptacles for periods longer than 24 hours prior to collection.
- (c) Each owner acknowledges that the Body Corporate may enter into an agreement for a bulk bin collection service and amongst other things that agreement may require the Body Corporate to authorise entry to Common Property for the collection of refuse and to indemnify the collector from any damage to the pavement or other driving surfaces as a result.

10. KEEPING OF ANIMALS

- (a) Subject to Section 181 of the Act an Owner or occupier of a Lot may only, with the approval in writing of the Committee of the Body Corporate, keep any animal upon its Lot or the Common Property, which approval may at any time be withdrawn. In any event, only one animal may be kept per Lot (with the exception of fish) and no animal shall be kept in excess of eight (8) kilograms in weight;
- (b) On approval, the animal must be physically restrained or leashed and prevented from wandering onto Common Property or the property of other Lot Owners;
- (c) On approval, the Owner or occupier of the Lot shall ensure that noise from the animal shall be kept to a minimum so as not to interfere with the peaceful enjoyment of other Owners or occupiers of Lots;
- (d) Notwithstanding the provisions of any other By-laws, an Owner or occupier of a Lot or an invitee of an Owner or occupier of a Lot shall not bring or keep any animal onto or upon the Common Property occupied by Swimming Pool and BBQ areas.

11. WINDOWS

Windows shall be kept clean and if broken or cracked, be promptly replaced by the Body Corporate with fresh glass of the same kind, type, colour and weight and if the damage to the window is caused by or as a result of any action or inaction of the Owner or occupier of the Lot then the cost of replacement shall be a debt due and owing by the Owner to the Body Corporate.

12. EXTERNAL APPEARANCE OR STRUCTURE OF A LOT

Subject to these By-Laws:-

- (a) An Owner or occupier of a Lot shall not, except with the consent in writing of the Body Corporate, hang towels, bedding, clothing or other articles, display any sign, advertisement, placard, banner, pamphlet or like matter on any part of its Lot in such a way as to be visible from outside the Building;
- (b) An Owner or occupier of a Lot shall not alter the external colour scheme of any improvement on its Lot without prior approval in writing from the Body Corporate pursuant to a resolution of the Body Corporate;
- (c) Any alteration made to Common Property or fixture or fitting attached to Common Property by any Owner or occupier of a Lot, whether made or attached with or without the approval of the Body Corporate, shall be repaired and maintained by the Owner of the said Lot;
- (d) An Owner or occupier of a Lot may not, except with the written consent of the Body Corporate, place anything on a balcony facing Parkland Street other than:
 - (i) 1 outdoor table;
 - (ii) 6 chairs;
 - (iii) 1 pot plant.
- (e) An Owner or occupier of a Lot shall, as soon as practicable after becoming aware of any defect in the Common Property or in any personal property vested in the Body Corporate or of any accident associated therewith, give notice to the Secretary or to the Body Corporate Manager;
- (f) An Owner or occupier of a Lot shall not erect an outside wireless, television antenna or satellite receiver without the prior written consent of the Committee of the Body Corporate or the local authority; and

- (g) An Owner or occupier of a Lot shall not install in any part of the Lot, particularly any balconies forming part of the Lot, any fixtures, fittings, furniture or other items which may be viewed from outside the Building which the Committee of the Body Corporate considers (in its absolute discretion) detrimentally effects the aesthetic and/or uniform appearance of the Building when viewed from the outside and will, if requested to do so, remove any offending addition or item when requested to do so by the Committee of the Body Corporate.

13. AIR CONDITIONING

No airconditioners shall be installed (other than those installed by the Original Owner) on any Lot or Common Property without prior written consent of the Committee of the Body Corporate such consent to be given on the submission of full design specifications of the proposed air conditioning to be installed to the Body Corporate. Consent may be given conditionally and particular regard shall be had to noise and or emissions of the proposed airconditioning system. Subject to the consent, an Owner or occupier of a Lot shall choose the location of any airconditioners with care so that same does not cause discomfort to neighbours. Evaporative airconditioners shall be low profile and be of neutral colour so as not to be visible from the street and no window air conditioners shall be allowed.

14. INFECTIOUS DISEASES

In the event of any infectious disease, which may require notification by virtue of any Statute, Regulation or Ordinance, happening in any Lot, the Owner or occupier of such Lot shall give written notice thereof and pay to the Committee the expenses incurred by the Committee of disinfecting the Lot and any part of the Common Property required to be disinfected and replacing any articles or things the destruction of which may be rendered necessary by such disease and shall at all times comply with any State or Local Authority Act or Regulation.

15. STORAGE OF FLAMMABLE LIQUIDS, GAS OR OTHER MATERIALS

- (a) An Owner or occupier of a Lot shall not bring to, do, or keep anything in its Lot which may make void, or increase the rate of, fire insurance on any property shown in the Scheme or which may conflict with the Law or Regulations or Ordinances relating to fires or any insurance policy upon any property shown in the Scheme or the Regulations or Ordinances of any State or Local Authority for the time being in force.
- (b) An Owner or occupier of a Lot, shall not use any chemicals, burning fluids, acetylene gas or alcohol in lighting or heating the premises, nor in any other way cause or increase the risk of fire or explosion in its Lot.

16. USE OF LOTS

- (a) Subject to by-law 25, an Owner or occupier of a Lot shall not use that Lot or permit the same to be used otherwise than as a private residence nor for any purpose that may cause a nuisance or hazard or for any illegal or immoral purpose or for any other purpose that may endanger the safety or good reputation of persons residing within the Scheme nor any way interfere with the peaceful enjoyment of other Lot Owners or occupiers nor use the Lot as an office for a real estate agent or a letting agent.
- (b) An Owner or occupier of a Lot shall not operate or permit to be operated upon any Lot or Common Property any radio, short wave radio, transmitter, telecommunications device or electronic equipment so as to interfere with any domestic appliance or apparatus (including a radio or television receiver) lawfully in use upon the Common Property or in any other Lot;
- (c) An Owner or occupier of a Lot shall not use any water closets or other fixtures in the building for any purpose other than for which they were constructed and shall not deposit or throw any sweepings, rubbish or solid matter into the same or otherwise cause the obstruction of Common Property drainage services; and
- (d) An Owner or occupier of a Lot shall keep the Lot in a good state of preservation and cleanliness and shall take all reasonable steps to keep the Lot free of all vermin, insects or other pests.

17. BEHAVIOUR OF INVITEES

- (a) An Owner or occupier of a Lot shall take all reasonable steps to ensure that its invitees comply with the provisions of these By-laws when upon a Lot or Common Property and in the event of its inability for any reason to ensure such compliance by any invitee it shall thereupon:
 - (i) withdraw the invitation of that person to be upon a Lot or Common Property; and
 - (ii) ensure that such person immediately leaves the Scheme Land.
- (b) The Owner or occupier of a Lot shall be liable to compensate the Body Corporate in respect of all damage to the Common Property or personal property vested in it caused by such Owner or occupier or their invitees.
- (c) An Owner of a Lot which is the subject of a lease or licence agreement shall take all reasonable steps, including any action available to it under any such lease or licence agreement, to ensure that any lessee or licensee or other occupier of the Lot or their invitees comply with the provisions of the By-laws.

18. TRADESMEN

An Owner or occupier of a Lot shall not directly instruct any contractor or workmen employed by the Body Corporate unless so authorised.

19. REMOVALS

An Owner or occupier of a Lot shall not move any large items of furniture, piano or safe into or out of its Lot without having given prior notice to the person contracted as the Caretaker and Letting Agent for the Body Corporate or the Committee of the Body Corporate and the moving must be done in the manner, by the route and at the time directed by the Caretaker and Letting Agent or Committee

20. SECURITY OF THE BUILDING

- (a) The Body Corporate shall take all reasonable steps to ensure the security of the Building and Body Corporate property and the observance of these By-laws and without limiting the generality of the foregoing may:
 - (i) Close off any part of the Common Property not required for ingress or egress to a Lot or car parking space on either a temporary or permanent basis or otherwise restrict the access to, or use, by Owners or occupiers of any such part of the Common Property;
 - (ii) Permit any designated part of the Common Property to be used by any security person, firm or company (to the exclusion of Owners or occupiers generally) as a means of monitoring the security and general safety of the Building; and
 - (iii) obtain install and maintain locks alarms communications systems and other security devices.
- (b) If the Body Corporate in the exercise of any of its powers under these By-laws restricts the access of Owners or occupiers to any part of the Common Property by means of any lock or similar security device, it may make such number of keys or operating systems as it determines, available to Owners or occupiers of Lots free of charge and may at its discretion, make additional numbers available to Owners or occupiers upon payment of such reasonable charges as may be determined from time to time by the Body Corporate.
- (c) An Owner or occupier of a Lot to who any key or any operation system is given pursuant to these By-laws shall exercise a high degree of caution and responsibility in making the same available for use by any other person using or occupying a Lot and shall take reasonable precautions (which shall include an appropriate covenant in any lease or licence of a Lot to any such occupier) to ensure return thereof to the Owner upon the user or occupier ceasing to be a user or occupier.
- (d) An Owner or occupier of a Lot into whose possession any key or operating system referred to in these By-laws has come shall not without the prior approval in writing of the Committee duplicate the same or cause or permit the same to be duplicated and shall take all reasonable precautions to ensure that the same is not lost or handed to any person other than another Owner or occupier of a Lot and is not disposed of otherwise than by returning it to the Committee.

- (e) An Owner or occupier of a Lot who is issued with a key or operating system referred to in these By-laws shall immediately notify the Body Corporate if the same is lost or misplaced.
- (f) An Owner or occupier of a Lot shall securely fasten all doors and windows to its Lot on all occasions when the Lot is left unoccupied, and the Body Corporate, its servants, agents or the Body Corporate Manager, shall have the right, without committing trespass, to enter and fasten any doors or windows.

21. DISPLAY UNITS/SIGNAGE

- (a) While the Original Owner remains an Owner of any Lot in the Scheme, it and its officers, servants and/or agents, shall be entitled to use any Lot or part of a Lot of which it is the registered Owner or over which it is granted occupancy rights as a display unit or sales office and shall be entitled to allow prospective purchasers to inspect the improvements on the Lot.
- (b) While the Original Owner remains an Owner of any Lot in the Scheme, the Original Owner may erect signs, advertising or display material in or about the improvement of a Lot owned by it (notwithstanding that same may infringe other provisions of these By-laws) or on Common Property.
- (c) The Body Corporate may erect or may authorise the Caretaker and Letting Agent to erect on the Common Property a nominal amount of Property Signage identifying the Caretaker and Letting Agent and the method by which the Caretaker and Letting Agent can be contacted.
- (d) The Body Corporate will not allow any sign to be erected on any part of the roof of the building.

22. STORAGE

- (a) The Committee of the Body Corporate may at any time designate any appropriate part of the Common Property to be used as a storeroom for the purposes of the storage of materials by the Caretaker and Letting Agent and may determine rules by which the Caretaker and Letting Agent and/or other any persons nominated by the Committee are given access to such designated storerooms.
- (b) The exclusive use storage area attaching to each lot are identified and allocated in Schedule E.
- (c) The Committee of the Body Corporate may at any time make rules for the storage of bicycles in designated areas of the Common Property.

23. NOTICE OF AUCTION

An Owner or occupier of a Lot shall not without the prior written notice of the Committee of the Body Corporate conduct an on-site auction of a Lot.

24. MISCELLANEOUS

If the Body Corporate incurs, or is required to pay, any costs or expenses (including legal costs calculated on a solicitor and own client basis) in respect of any action taken against any Lot Owner (which expression shall for the purposes of this By-law mean and include any former Owner of the relevant Lot) due to default by that Owner in the payment of any monies to the Body Corporate or to a breach of the By-laws or for any other reason, such Owner shall forthwith pay on demand to the Body Corporate such costs and expenses as a liquidated debt.

25. SPECIAL PRIVILEGES — ONSITE MANAGER

In this clause:-

"Agreements" means the Caretaking Agreement and the Letting Agreement.

"Caretaker" means the person named as Caretaker in the Caretaking Agreement.

"Caretaker's Unit" means the lot (if any) owned or occupied by the Caretaker or Letting Agent from time to time.

"Caretaking Agreement" means an agreement between the Body Corporate and the Caretaker for the provision of services for the control, management and administration of the Common Property;

"Letting Agent" means the person named as the Letting Agent in the Letting Agreement.

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"Letting Agreement" means an agreement between the Body Corporate and the Letting Agent for the provision of letting and ancillary services to such of the proprietors or occupiers of Lots who wish to avail themselves of such services;

- (a) The Caretaker and the Letting Agent may use the Caretaker's Unit as an office for the purpose of and incidental to offering a caretaking and letting service from within that Lot and as a residence.
- (b) During the term of the Caretaking Agreement (including any extensions and renewals) and the Letting Agreement (including any extensions and renewals):
 - (i) The Body Corporate will not itself, directly or indirectly, provide any of the services set out in the Agreements;
 - (ii) The Body Corporate will not allow any person or company other than the Caretaker or Letting Agent to provide, from the Scheme Land, any of the services set out in the Agreements;
 - (iii) The Body Corporate will not enter into with any other person or entity an agreement similar to the Agreements;
 - (iv) The Caretaker and Letting Agent will be entitled to erect or display reasonable signs or notices in or on the Common Property advertising any of the services it provides pursuant to the Agreements;
 - (v) The Body Corporate must not grant to any other person or corporation the right to conduct any business of a similar nature to the letting business from within the Scheme Land nor must the Body Corporate (or any of its members individually) directly or indirectly conduct or attempt to conduct any business of a similar nature to the letting business from within the Scheme Land;
 - (vi) The Body Corporate must not make any part of the Common Property available to any person or corporation other than the Caretaker or Letting Agent for the purpose of conducting a letting business; and
 - (vii) The Letting Agent will be entitled to operate a PABX telephone facility within the Scheme Land and for the purposes aforesaid has and will continue to have a licence to install, lay, use, repair, maintain and replace cabling and other equipment necessary for the operation of such facility throughout the Scheme Land; and
- (c) The Body Corporate will continue to be responsible to carry out its duties pursuant to the Act in respect of any common property for which special privileges have been granted pursuant to this By-law.
- (d) The duly appointed Letting Agent may erect or display signs or notices on or about the Common Property for the purpose of promoting, advertising or fostering the letting of any of the Lots.

26. EXCLUSIVE USE CARPARKS

- (a) The exclusive use car parking space or spaces attaching to each lot are identified and allocated in Schedule E.
- (b) Car parking spaces are to be used for vehicle parking purposes only unless the Owner or occupier installs an elevated or ground mounted storage box (**Storage Box**) which complies with:
 - (i) the requirements of this By-law; and
 - (ii) all other approvals required by law.
- (c) All items stored within the car park spaces must be stored within a Storage Box. Any items stored other than within a Storage Box must be removed by the Owner or occupier within 7 days after the Body Corporate gives a notice to the Owner or occupier to remove the item, failing which the Body Corporate may remove the item and arrange for its disposal (in the case of the item being clearly rubbish or waste) or storage as the case may be. Any cost incurred by the Body Corporate in taking such action may be recovered by the Body Corporate from the Owner or occupier as a liquidated debt.
- (d) An Owner or occupier must not install a Storage Box within a car park space without first obtaining the prior written approval of the Body Corporate and any other approvals required by law.

- (e) The design, construction materials and colour of the Storage Box must be approved by the Body corporate. The Storage Boxes must be constructed of steel and steel sheeting, have "colour bond" roller door and trims and be of a light colour. The Body Corporate may adopt approved designs and colours for Storage Boxes as a guideline to Owners and occupiers as to the requirements of Storage Boxes.
- (f) Storage Boxes must:
 - (i) be kept in clean and good condition at all times;
 - (ii) be kept locked and secured at all times.

27. USE OF COMMON PROPERTY FACILITIES

- (a) All owners and occupiers of Lots in the Scheme may use the swimming pool and pool area and associated facilities including the gym on the Common Property subject to the following rules which will, where appropriate, apply to all guests or invitees of lots owners or occupiers:
 - (i) the swimming pool, pool area and associated facilities including the gym will not be used by guests or invitees unless accompanied by the host, Lot owner or occupier;
 - (ii) children below the age of 12 years will at all times be accompanied by an adult owner or occupier exercising effective control over them;
 - (iii) running, rough play in or out of the pool, excessive splashing, improper diving from the sides or running and jumping into the pool so as to create a large splash (bombing) is especially prohibited;
 - (iv) glass, breakable items, and pets (if permitted in the Scheme) will not be brought into the swimming pool and pool area and the owner or occupier shall not allow soap, bubble bath or shampoo to be used in the swimming pool;
 - (v) the swimming pool, pool area and gym may only be used between the hours of 7.00am and 9.00pm unless arranged otherwise with the Body Corporate;
 - (vi) after facilities are used, the relevant area is to be left in a clean and tidy state and available to the next users – failing to comply with this may incur a cleaning cost;
 - (vii) Common Property and assets will not be defaced, damaged or removed; and
 - (viii) the Body Corporate may operate a reservation system for Common Property facilities and assets with which lot owners and occupiers shall comply.
- (b) An owner or occupier of a Lot in the Scheme must not without property authority, operate, adjust or interfere with the operation of any of the facilities referred to in this by-law. Further, notwithstanding the rules set out in this by-law, the Committee may from time to time make other rules regarding the facilities including forms of reservation and the like.

28. ADDITIONAL EXCLUSIVE USE AREAS

Subject to the provisions of the Act, the Body Corporate Committee and the Body Corporate (as necessary) shall at the request of the Original Owner and upon the provision of the necessary exclusive use plans by the Original Owner approve and consent to the granting of exclusive use to any Lot Owner(s) of any part of Common Property and will authorise the signing of any New Community Management Statement necessary to give effect to the grant of exclusive use provided all reasonable costs are borne by the Original Owner.

29. SECURITY CAMERAS

In the event that security cameras are installed in the Building, the Body Corporate Committee may determine policy for the operation of those cameras and storage and destruction of any tapes.

30. MANAGER'S OFFICE AND STORAGE AREAS

The Body Corporate may grant to the Caretaker / Letting Agent the right to exclusively occupy areas of the Common Property for office and storage use or any other reasons relating to the fulfilment of duties under the Caretaking Agreement and Letting Agreements.

31. BALCONIES AND TERRACES

An Owner or occupier of a Lot will not enclose any balcony or terrace with shutters, glazing, louvres or other similar permanent structures other than those clearly depicted on the local authority approved drawings for the Lot without first obtaining in writing the approval of:-

- (a) the local authority; and
- (b) (after the approval of the local authority has been given) the Committee of the Body Corporate.

32. BULK SUPPLY OF UTILITIES

The Body Corporate may at its election supply or engage another person to supply a utility service to the Scheme and in such case the following will apply:-

- (a) the Body Corporate has the power to enter into a contract for the purchase of a utility service, on the most economical basis, for the Scheme from the relevant authority;
- (b) the Body Corporate has the power to sell a utility service to each Owner or occupier in the Scheme provided, however, that in respect of electricity supply, the Body Corporate's charge must not exceed the lowest available tariff to the relevant Owner or occupier for supply of the electricity direct from the relevant Electricity Authority;
- (c) each Owner or occupier must purchase and use all utility services consumed in the Owner's or occupier's Lot direct from the Body Corporate and must not purchase Utility from any other source;
- (d) the Body Corporate is not required to supply to any Owner or occupier utility service requirements beyond those requirements which the relevant authority could supply at any particular time;
- (e) the Body Corporate may charge for the services (including for the installation of, and the costs associated with, utility infrastructure for the services) but only to the extent necessary for reimbursing the Body Corporate for supplying the services;
- (f) the Body Corporate may render accounts to each Owner or occupier and such accounts are payable to the Body Corporate within 14 days of the delivery of such accounts;
- (g) in respect of an account which has been rendered pursuant to these By-laws, then an Owner or occupier is liable, jointly and severally with any person who was liable to pay that electricity account when that Owner or occupier became the Owner or occupier of that Lot;
- (h) in the event that a proper account for the supply of a utility service is not paid by its due date for payment, then a Body Corporate is entitled to:-
 - (i) recover the amount of the unpaid account or accounts (whether or not a formal demand has been made) as a liquidated debt due to it in any Court of competent jurisdiction; and/or
 - (ii) disconnect the supply or utility service to the relevant Lot;
- (i) the Body Corporate is not, under any circumstances whatsoever, responsible or liable for any failure of the supply of a utility service due to breakdowns, repairs, maintenance, strikes, accidents or causes of any class or description;
- (j) the Body Corporate may, from time to time, determine a security deposit to be paid by each Owner or occupier who is connected to the supply of a utility service as a guarantee against non-payment of accounts for the supply of a utility service.

33. BODY CORPORATE EMPOWERED TO ENTER INTO AGREEMENTS

Without limiting any powers, authorities, duties and functions conferred or imposed by or under the Act or elsewhere under these bylaws, the Body Corporate is empowered to enter into with such person or corporation as the Body Corporate in its absolute discretion may decide one or more of the following agreements:

- (a) an agreement for the caretaking, management and/or maintenance of the Common Property and the letting of lots on behalf of owners and occupiers;
- (b) an agreement for the appointment of a body corporate manager for the performance of, among other things, certain duties and obligations of the Body Corporate (so far as it is lawful to do so);
- (c) an agreement for the purpose of better seeing to the proper functioning, operation and management of the Building and the Common Property or for the purpose of ensuring the proper performance of the powers, duties and functions of the Body Corporate (including agreements with service contractors); or

- (d) an agreement for the supply of services (including utility services) to the Building and incorporating cost sharing arrangements including, without limitation, an agreement for the provision and installation of satellite dishes and other telecommunications facilities within the Scheme Land or on the Building;

any such agreement shall be upon such terms and conditions as the Body Corporate may decide in its absolute discretion.

34. DEVELOPMENT APPROVAL CONDITIONS:

The following conditions imposed by the Brisbane City Council shall form part of this Community Management Statement:

- (a) All balconies and terraces shown on the approved drawings and documents, are to remain unenclosed with no shutters, glazing, louvres or similar permanent structures other than those described in part (e) of this condition, other conditions of this package requiring sun-shading devices or similar and those consistent with the relevant "Brisbane City Plan 2000 - Residential Code" and clearly depicted on the approved drawings.

35. RECOVERY OF COSTS

An owner must pay on demand the whole of the Body Corporate costs (including solicitor and own client costs), which amount shall be deemed to be a liquidated debt due, in recovering all and any levies or moneys duly levied upon such owner by the Body Corporate pursuant to the Act or the Regulation Module. The Body Corporate may impose a penalty of by way of simple interest at the rate of 2.5% per month on all levies, contributions and instalments not paid by the relevant dates fixed in notices of contributions given to Owners. Where the Body Corporate expends money to make good damage caused by a breach of the Act, the Regulation Module or of these by-laws by any owner or the tenant, guest, servants, employees, agents, children, invitees or licensees of the owner or any of them, the Body Corporate is entitled to recover the amount so expended as a debt in an action in any Court of competent jurisdiction from the owner of the lot at the time when the breach occurred.

36. INTERPRETATION

In these by-laws, except where inconsistent with the context, the following terms have the following meanings:

- (a) "the Act" means the Body Corporate and Community Management Act 1997 and includes all related regulations and the Regulation Module;
- (b) "the Body Corporate" means the body corporate identified in Item 3 of this Community Management Statement;
- (c) "the Building" means the building containing the lots and includes, where the context permits or requires, any other buildings or improvements on the Scheme Land;
- (d) "the Manager" means a person or corporation who has been engaged and/or authorised by the Body Corporate to supply management, caretaking and/or letting services for the benefit of the Common Property or lots included in the Community Titles Scheme;
- (e) "Common Property" means all land contained in the Community Titles Scheme that is not included in a Lot;
- (f) "Lot" means a lot in the Community Titles Scheme;
- (g) "Original Owner" means the original owner identified in Item 5 of the first community management statement for the Scheme and includes any successor or assign of any undeveloped lot;
- (h) "Owner" means an Owner of a Lot in the Scheme.
- (i) "Regulation Module" means the regulation module identified in Item 2 of this Community Management Statement;
- (j) "Scheme" means the community titles scheme identified in Item 1 of this Community Management Statement;
- (k) "Scheme Land" means the scheme land identified in Item 4 of this Community Management Statement and includes, when the context permits or requires, all improvements thereon;

Title Reference 50745710 - Parkside Apartments Toombul Community Titles Scheme 39237

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- (l) "utility infrastructure" means cables, wires, pipes, sewers, drains, ducts, plant and equipment by which lots or Common Property are supplied with utility services;
- (m) "utility service" means:
- (i) water reticulation or supply;
 - (ii) gas reticulation or supply;
 - (iii) electricity supply;
 - (iv) air-conditioning;
 - (v) a telephone service;
 - (vi) a cable or satellite TV service;
 - (vii) a computer data or television service;
 - (viii) a sewer system;
 - (ix) drainage;
 - (x) a system for the removal or disposal of garbage or waste;
 - (xi) a ventilation or air extraction system; or
 - (xii) another system or service designed to improve the amenity, or enhance the enjoyment, of lots or Common Property.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED**A STATUTORY EASEMENTS**

Pursuant to Section 66(1)(d)(iii) of the Body Corporate and Community Management Act 1997, each of the followings lots and common property is subject to and has the benefit of the following easements:

Common Property	- Lateral or subjacent support under the Land Title Act 1994, s115N; - Utility services and utility infrastructure under the Land Title Act 1994, ss115O and 115P; - Shelter under the Land Title Act 1994, s115Q;
Lots 103 to 109, 204 to 214, 304 to 314, 404 to 414, 504 to 514, 604 to 614, 701 to 707, 801 to 807, 901 to 904, 1001 to 1003 on SP 216778	- Lateral or subjacent support under the Land Title Act 1994, s115N; - Utility services and utility infrastructure under the Land Title Act 1994, ss115O and 115P; - Shelter under the Land Title Act 1994, s115Q;

B SERVICES LOCATION DIAGRAM

Pursuant to Section 66(1)(b)(ii) of the *Body Corporate and Community Management Act*, annexed and marked as Annexure "A" is a Services Location Diagram identifying all service easements for the lots and Common Property created on SP 216778

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

Lot Number	Exclusive Use Area	Purpose
Lot 103 on SP 216778	B1BL on sketch plan marked C	Car Park

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Lot Number	Exclusive Use Area	Purpose
Lot 104 on SP 216778	B2EK on sketch plan marked D	Car Park
Lot 105 on SP 216778	B1CC on sketch plan marked C	Car Park
Lot 105 on SP 216778	B1CD on sketch plan marked C	Car Park
Lot 106 on SP 216778	B1CO on sketch plan marked C	Car Park
Lot 106 on SP 216778	B1CP on sketch plan marked C	Car Park
Lot 106 on SP 216778	S50 on sketch plan marked C	Storage
Lot 107 on SP 216778	B2EJ on sketch plan marked D	Car Park
Lot 108 on SP 216778	B1CM on sketch plan marked C	Car Park
Lot 108 on SP 216778	B1CN on sketch plan marked C	Car Park
Lot 109 on SP 216778	B2DR on sketch plan marked D	Car Park
Lot 109 on SP 216778	B2DS on sketch plan marked D	Car Park
Lot 109 on SP 216778	S52 on sketch plan marked C	Storage
Lot 204 on SP 216778	B2EA on sketch plan marked D	Car Park
Lot 204 on SP 216778	B2EB on sketch plan marked D	Car Park
Lot 205 on SP 216778	B2EG on sketch plan marked D	Car Park
Lot 206 on SP 216778	B1BG on sketch plan marked C	Car Park
Lot 207 on SP 216778	B1AY on sketch plan marked C	Car Park
Lot 207 on SP 216778	S49 on sketch plan marked C	Storage
Lot 208 on SP 216778	B2CT on sketch plan marked D	Car Park
Lot 208 on SP 216778	S16 on sketch plan marked D	Storage
Lot 209 on SP 216778	B2EL on sketch plan marked D	Car Park
Lot 209 on SP 216778	B2EM on sketch plan marked D	Car Park
Lot 209 on SP 216778	S51 on sketch plan marked C	Storage
Lot 210 on SP 216778	B2FT on sketch plan marked D	Car Park
Lot 210 on SP 216778	B2FU on sketch plan marked D	Car Park
Lot 211 on SP 216778	B2DU on sketch plan marked D	Car Park
Lot 211 on SP 216778	B2DV on sketch plan marked D	Car Park
Lot 211 on SP 216778	S33 on sketch plan marked D	Storage
Lot 212 on SP 216778	B1AL on sketch plan marked C	Car Park
Lot 212 on SP 216778	B1AM on sketch plan marked C	Car Park
Lot 212 on SP 216778	S12 on sketch plan marked C	Storage
Lot 212 on SP 216778	S13 on sketch plan marked C	Storage
Lot 213 on SP 216778	B2EI on sketch plan marked D	Car Park
Lot 214 on SP 216778	B2DI on sketch plan marked D	Car Park
Lot 214 on SP 216778	B2DJ on sketch plan marked D	Car Park
Lot 304 on SP 216778	B1CQ on sketch plan marked C	Car Park
Lot 304 on SP 216778	B1CR on sketch plan marked C	Car Park
Lot 305 on SP 216778	B2DN on sketch plan marked D	Car Park
Lot 306 on SP 216778	B1BF on sketch plan marked C	Car Park
Lot 307 on SP 216778	B1BI on sketch plan marked C	Car Park
Lot 308 on SP 216778	B2DG on sketch plan marked D	Car Park

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Lot Number	Exclusive Use Area	Purpose
Lot 309 on SP 216778	B2FZ on sketch plan marked D	Car Park
Lot 309 on SP 216778	B2GA on sketch plan marked D	Car Park
Lot 310 on SP 216778	B2DE on sketch plan marked D	Car Park
Lot 310 on SP 216778	B2EQ on sketch plan marked D	Storage
Lot 310 on SP 216778	B2ER on sketch plan marked D	Car Park
Lot 310 on SP 216778	S27 on sketch plan marked D	Storage
Lot 311 on SP 216778	B2DT on sketch plan marked D	Car Park
Lot 312 on SP 216778	B2GB on sketch plan marked D	Car Park
Lot 312 on SP 216778	B2GC on sketch plan marked D	Car Park
Lot 313 on SP 216778	B2FR on sketch plan marked D	Car Park
Lot 313 on SP 216778	B2FS on sketch plan marked D	Car Park
Lot 313 on SP 216778	S30 on sketch plan marked D	Storage
Lot 314 on SP 216778	B1CG on sketch plan marked C	Car Park
Lot 314 on SP 216778	B1CH on sketch plan marked C	Car Park
Lot 404 on SP 216778	B2EV on sketch plan marked D	Car Park
Lot 404 on SP 216778	B2EW on sketch plan marked D	Car Park
Lot 405 on SP 216778	B1BJ on sketch plan marked C	Car Park
Lot 406 on SP 216778	B1BH on sketch plan marked C	Car Park
Lot 407 on SP 216778	B2EH on sketch plan marked D	Car Park
Lot 408 on SP 216778	B2FX on sketch plan marked D	Car Park
Lot 408 on SP 216778	B2FY on sketch plan marked D	Car Park
Lot 409 on SP 216778	B1CE on sketch plan marked C	Car Park
Lot 409 on SP 216778	B1CF on sketch plan marked C	Car Park
Lot 410 on SP 216778	B1AV on sketch plan marked C	Car Park
Lot 410 on SP 216778	B1AW on sketch plan marked C	Car Park
Lot 410 on SP 216778	B1AX on sketch plan marked C	Car Park
Lot 411 on SP 216778	B2DD on sketch plan marked D	Car Park
Lot 411 on SP 216778	S26 on sketch plan marked D	Storage
Lot 412 on SP 216778	B1AP on sketch plan marked C	Car Park
Lot 412 on SP 216778	B1AQ on sketch plan marked C	Car Park
Lot 413 on SP 216778	B2DP on sketch plan marked D	Car Park
Lot 413 on SP 216778	B2DQ on sketch plan marked D	Car Park
Lot 413 on SP 216778	S39 on sketch plan marked D	Storage
Lot 414 on SP 216778	B1BD on sketch plan marked C	Car Park
Lot 414 on SP 216778	B1BE on sketch plan marked C	Car Park
Lot 504 on SP 216778	B2EX on sketch plan marked D	Car Park
Lot 504 on SP 216778	B2EY on sketch plan marked D	Car Park
Lot 505 on SP 216778	B2EF on sketch plan marked D	Car Park
Lot 506 on SP 216778	B2EC on sketch plan marked D	Car Park
Lot 507 on SP 216778	B2EE on sketch plan marked D	Car Park
Lot 508 on SP 216778	B2FV on sketch plan marked D	Car Park

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Lot Number	Exclusive Use Area	Purpose
Lot 508 on SP 216778	B2FW on sketch plan marked D	Car Park
Lot 509 on SP 216778	B1AR on sketch plan marked C	Car Park
Lot 509 on SP 216778	B1AS on sketch plan marked C	Car Park
Lot 510 on SP 216778	B1CK on sketch plan marked C	Car Park
Lot 510 on SP 216778	B1CL on sketch plan marked C	Car Park
Lot 511 on SP 216778	B1CI on sketch plan marked C	Car Park
Lot 511 on SP 216778	B1CJ on sketch plan marked C	Car Park
Lot 512 on SP 216778	B2DO on sketch plan marked D	Car Park
Lot 513 on SP 216778	B1CA on sketch plan marked C	Car Park
Lot 513 on SP 216778	B1CB on sketch plan marked C	Car Park
Lot 514 on SP 216778	B1BB on sketch plan marked C	Car Park
Lot 514 on SP 216778	B1BC on sketch plan marked C	Car Park
Lot 604 on SP 216778	B2EZ on sketch plan marked D	Car Park
Lot 604 on SP 216778	B2FA on sketch plan marked D	Car Park
Lot 605 on SP 216778	B2DH on sketch plan marked D	Car Park
Lot 606 on SP 216778	B2DY on sketch plan marked D	Car Park
Lot 606 on SP 216778	B2DZ on sketch plan marked D	Car Park
Lot 607 on SP 216778	B2ED on sketch plan marked D	Car Park
Lot 607 on SP 216778	S40 on sketch plan marked D	Storage
Lot 608 on SP 216778	B2DF on sketch plan marked D	Car Park
Lot 608 on SP 216778	S28 on sketch plan marked D	Storage
Lot 609 on SP 216778	B2DW on sketch plan marked D	Car Park
Lot 609 on SP 216778	B2DX on sketch plan marked D	Car Park
Lot 609 on SP 216778	S31 on sketch plan marked D	Storage
Lot 610 on SP 216778	B2FD on sketch plan marked D	Car Park
Lot 610 on SP 216778	B2FE on sketch plan marked D	Car Park
Lot 611 on SP 216778	B2FL on sketch plan marked D	Car Park
Lot 611 on SP 216778	B2FM on sketch plan marked D	Car Park
Lot 612 on SP 216778	B1AZ on sketch plan marked C	Car Park
Lot 612 on SP 216778	B1BA on sketch plan marked C	Car Park
Lot 612 on SP 216778	S48 on sketch plan marked C	Storage
Lot 613 on SP 216778	B1BW on sketch plan marked C	Car Park
Lot 613 on SP 216778	B1BX on sketch plan marked C	Car Park
Lot 614 on SP 216778	B1AB on sketch plan marked C	Car Park
Lot 614 on SP 216778	B1AC on sketch plan marked C	Car Park
Lot 614 on SP 216778	S2 on sketch plan marked C	Storage
Lot 614 on SP 216778	S3 on sketch plan marked C	Storage
Lot 701 on SP 216778	B2FJ on sketch plan marked D	Car Park
Lot 701 on SP 216778	B2FK on sketch plan marked D	Car Park
Lot 702 on SP 216778	B2FH on sketch plan marked D	Car Park
Lot 702 on SP 216778	B2FI on sketch plan marked D	Car Park

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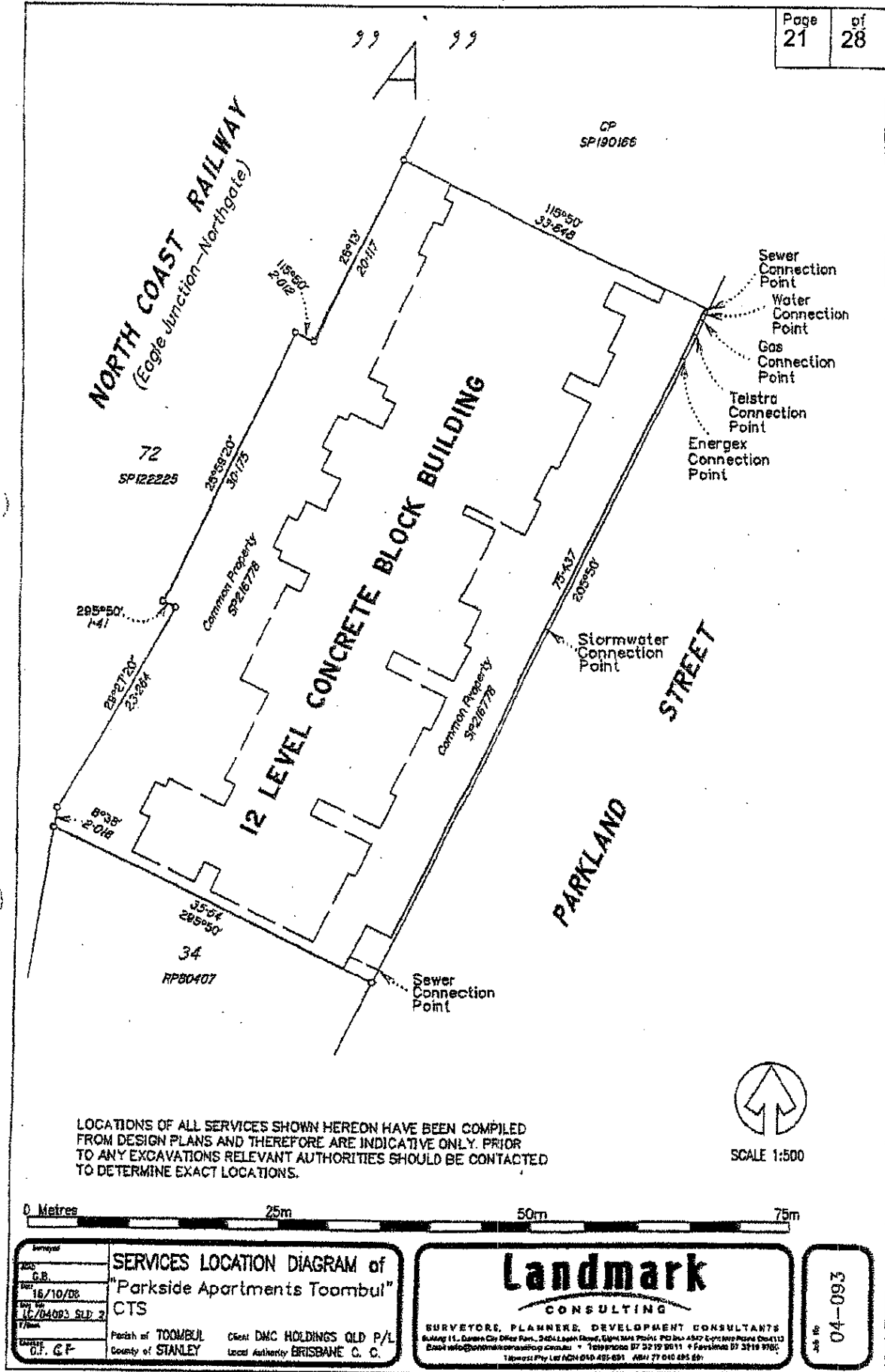
Lot Number	Exclusive Use Area	Purpose
Lot 703 on SP 216778	B2FF on sketch plan marked D	Car Park
Lot 703 on SP 216778	B2FG on sketch plan marked D	Car Park
Lot 704 on SP 216778	B2FP on sketch plan marked D	Car Park
Lot 704 on SP 216778	B2FQ on sketch plan marked D	Car Park
Lot 705 on SP 216778	B2FN on sketch plan marked D	Car Park
Lot 705 on SP 216778	B2FO on sketch plan marked D	Car Park
Lot 706 on SP 216778	B1AN on sketch plan marked C	Car Park
Lot 706 on SP 216778	B1AO on sketch plan marked C	Car Park
Lot 706 on SP 216778	S14 on sketch plan marked C	Storage
Lot 706 on SP 216778	S53 on sketch plan marked C	Storage
Lot 707 on SP 216778	B1BY on sketch plan marked C	Car Park
Lot 707 on SP 216778	B1BZ on sketch plan marked C	Car Park
Lot 801 on SP 216778	B2DB on sketch plan marked D	Car Park
Lot 801 on SP 216778	B2DC on sketch plan marked D	Car Park
Lot 801 on SP 216778	S24 on sketch plan marked D	Storage
Lot 801 on SP 216778	S25 on sketch plan marked D	Storage
Lot 802 on SP 216778	B2ET on sketch plan marked D	Car Park
Lot 802 on SP 216778	B2EU on sketch plan marked D	Car Park
Lot 802 on SP 216778	S32 on sketch plan marked D	Storage
Lot 803 on SP 216778	B2FB on sketch plan marked D	Car Park
Lot 803 on SP 216778	B2FC on sketch plan marked D	Car Park
Lot 804 on SP 216778	B1BU on sketch plan marked C	Car Park
Lot 804 on SP 216778	B1BV on sketch plan marked C	Car Park
Lot 805 on SP 216778	B2DL on sketch plan marked D	Car Park
Lot 805 on SP 216778	B2DM on sketch plan marked D	Car Park
Lot 806 on SP 216778	B1AD on sketch plan marked C	Car Park
Lot 806 on SP 216778	B1AE on sketch plan marked C	Car Park
Lot 806 on SP 216778	S4 on sketch plan marked C	Storage
Lot 806 on SP 216778	S5 on sketch plan marked C	Storage
Lot 807 on SP 216778	B1AU on sketch plan marked C	Car Park
Lot 807 on SP 216778	B1AT on sketch plan marked C	Car Park
Lot 901 on SP 216778	B2CX on sketch plan marked D	Car Park
Lot 901 on SP 216778	B2CY on sketch plan marked D	Car Park
Lot 901 on SP 216778	S20 on sketch plan marked D	Storage
Lot 901 on SP 216778	S21 on sketch plan marked D	Storage
Lot 902 on SP 216778	B2CZ on sketch plan marked D	Car Park
Lot 902 on SP 216778	B2DA on sketch plan marked D	Car Park
Lot 902 on SP 216778	S22 on sketch plan marked D	Storage
Lot 902 on SP 216778	S23 on sketch plan marked D	Storage
Lot 903 on SP 216778	B2EO on sketch plan marked D	Car Park
Lot 903 on SP 216778	B2EP on sketch plan marked D	Car Park

Title Reference 50745710 - Parkside Apartments Toombul Community Titles Scheme 39237

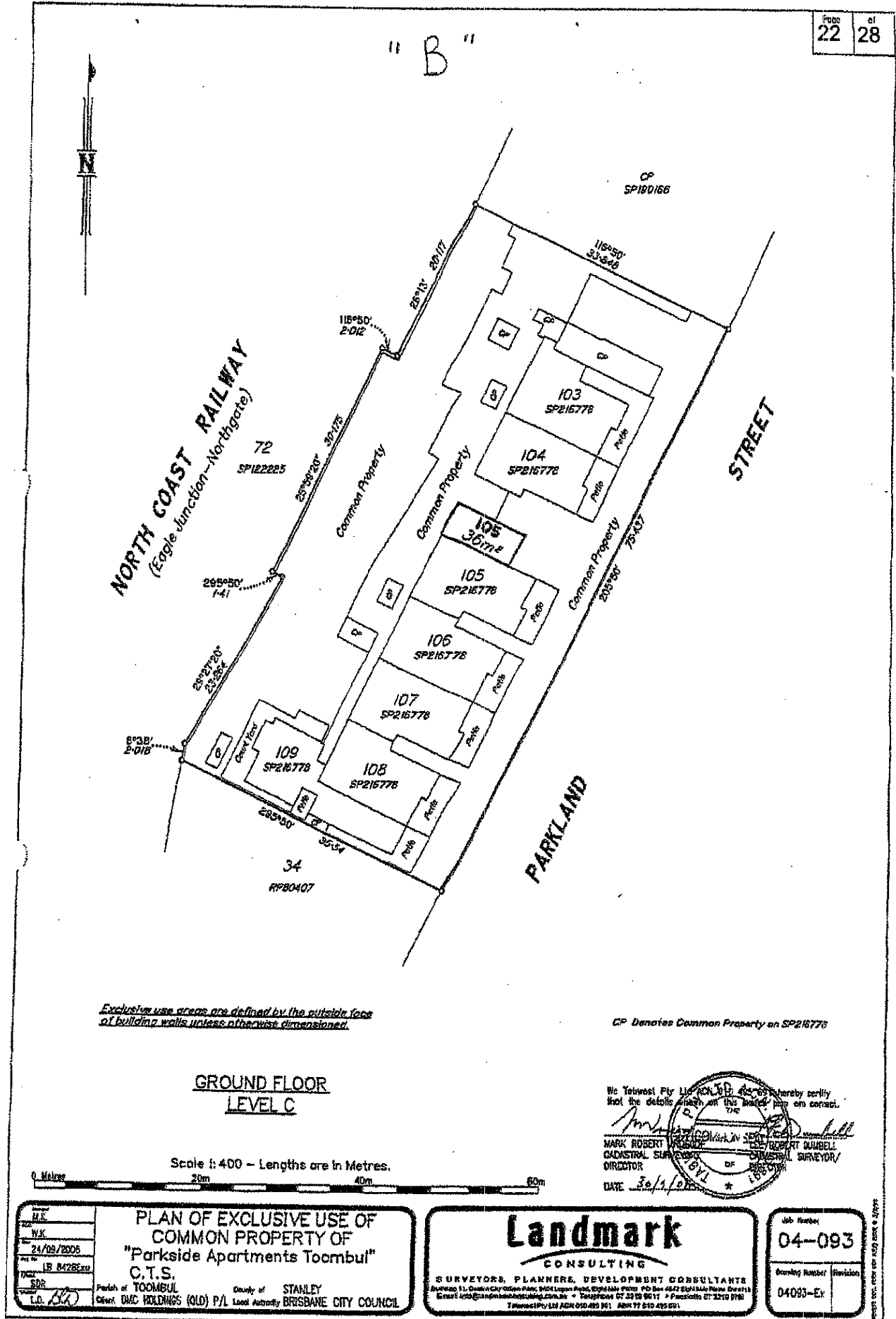
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Lot Number	Exclusive Use Area	Purpose
Lot 904 on SP 216778	B1AF on sketch plan marked C	Car Park
Lot 904 on SP 216778	B1AG on sketch plan marked C	Car Park
Lot 904 on SP 216778	S6 on sketch plan marked C	Storage
Lot 904 on SP 216778	S7 on sketch plan marked C	Storage
Lot 1001 on SP 216778	B2CU on sketch plan marked D	Car Park
Lot 1001 on SP 216778	B2CV on sketch plan marked D	Car Park
Lot 1001 on SP 216778	B2CW on sketch plan marked D	Car Park
Lot 1001 on SP 216778	S17 on sketch plan marked D	Storage
Lot 1001 on SP 216778	S18 on sketch plan marked D	Storage
Lot 1001 on SP 216778	S19 on sketch plan marked D	Storage
Lot 1001 on SP 216778	B1BK on sketch plan marked C	Car Park
Lot 1001 on SP 216778	B1AA on sketch plan marked C	Car Park
Lot 1001 on SP 216778	B2DK on sketch plan marked D	Car Park
Lot 1001 on SP 216778	B2CS on sketch plan marked D	Car Park
Lot 1001 on SP 216778	B2EN on sketch plan marked D	Car Park
Lot 1001 on SP 216778	B2ES on sketch plan marked D	Car Park
Lot 1001 on SP 216778	S15 on sketch plan marked D	Storage
Lot 1001 on SP 216778	S41 on sketch plan marked D	Storage
Lot 1001 on SP 216778	S42 on sketch plan marked D	Storage
Lot 1001 on SP 216778	S43 on sketch plan marked D	Storage
Lot 1001 on SP 216778	S44 on sketch plan marked C	Storage
Lot 1001 on SP 216778	S45 on sketch plan marked C	Storage
Lot 1001 on SP 216778	S46 on sketch plan marked C	Storage
Lot 1001 on SP 216778	S47 on sketch plan marked C	Storage
Lot 1002 on SP 216778	B1AJ on sketch plan marked C	Car Park
Lot 1002 on SP 216778	B1AK on sketch plan marked C	Car Park
Lot 1002 on SP 216778	S10 on sketch plan marked C	Storage
Lot 1002 on SP 216778	S11 on sketch plan marked C	Storage
Lot 1003 on SP 216778	B1AH on sketch plan marked C	Car Park
Lot 1003 on SP 216778	B1AI on sketch plan marked C	Car Park
Lot 1003 on SP 216778	S8 on sketch plan marked C	Storage
Lot 1003 on SP 216778	S9 on sketch plan marked C	Storage
Lot 1003 on SP 216778	S29 on sketch plan marked D	Storage

TITLE REFERENCE S0745710 - PARKSIDE APARTMENTS TOOMBUL COMMUNITY
TITLES SCHEME 39237

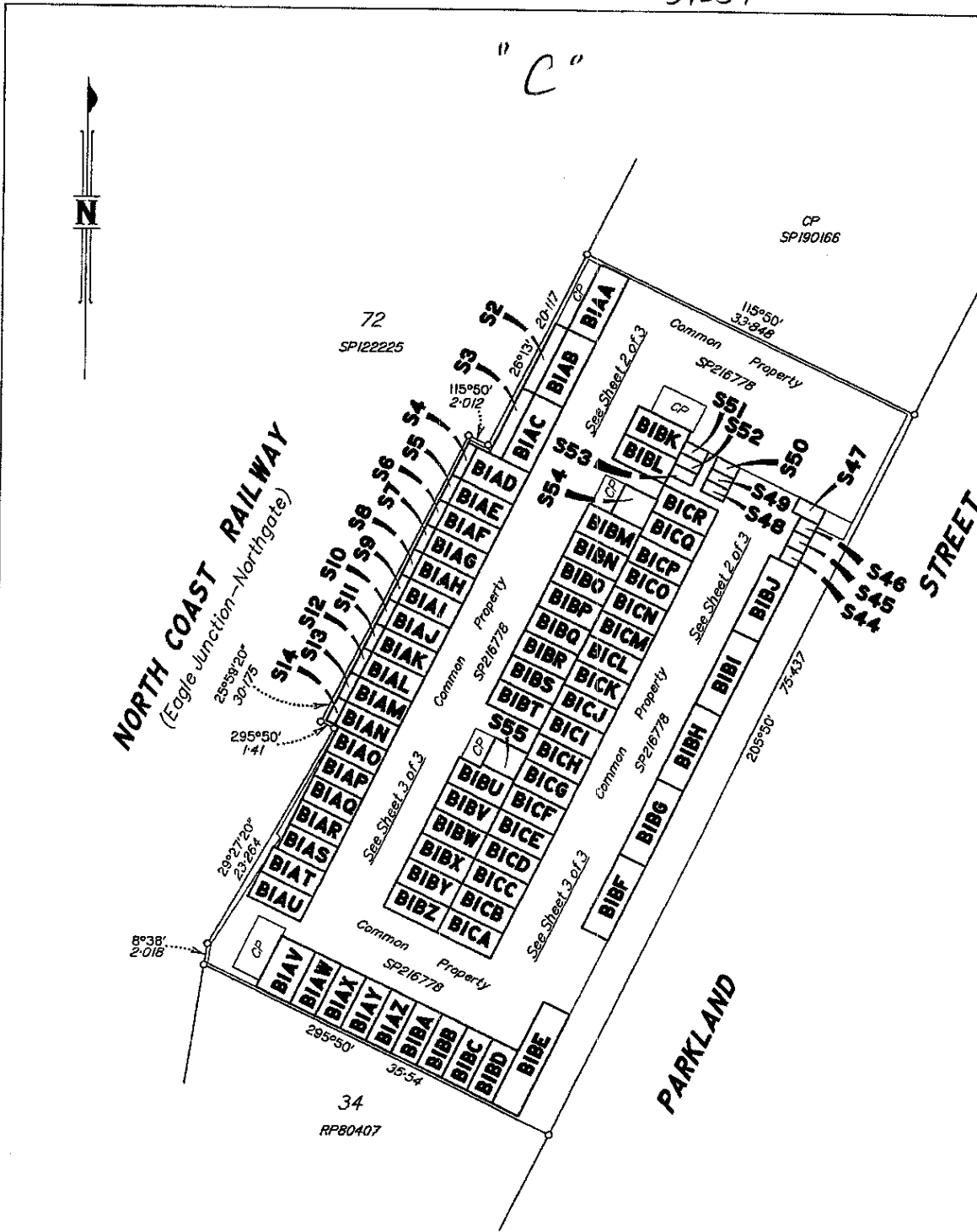


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COMMUNITY TITLES SCHEME 39237



TITLE REFERENCE 50745710 - PARKSIDE APARTMENTS TOOMBUL COMMUNITY
TITLES SCHEME 39237

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SHEET 1 OF 3
UPPER BASEMENT LEVEL
LEVEL B

CP Denotes Common Property on SP216778

Scale 1: 400 - Lengths are in Metres.

0 Metres 20m 40m 60m

We Tabwest Pty Ltd (ACN 010 495 691) hereby certify that the details shown on this sketch plan are correct.

MARK ROBERT DUMBELL
DIRECTOR
DATE 10/5/10

Drawn by
M.K.
M.K.
22/10/2009
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Checked
G.F.

PLAN OF EXCLUSIVE USE OF
COMMON PROPERTY OF
"Parkside Apartments Toombul"
C.T.S. 39237

Parish of TOOMBUL County of STANLEY
Client DMC HOLDINGS (QLD) P/L Local Authority BRISBANE CITY COUNCIL

Landmark
CONSULTING

SURVEYORS, PLANNERS, DEVELOPMENT CONSULTANTS
Building 11, Garden City Office Park, 2404 Logan Road, Eight Mile Plains PO Box 4562 Eight Mile Plains Qld 4113
Email info@landmarkconsulting.com.au Telephone 07 3219 9911 Facsimile 07 3219 9766
Tabwest Pty Ltd ACN 010 495 691 ABN 77 010 495 691

Job Number
04-093

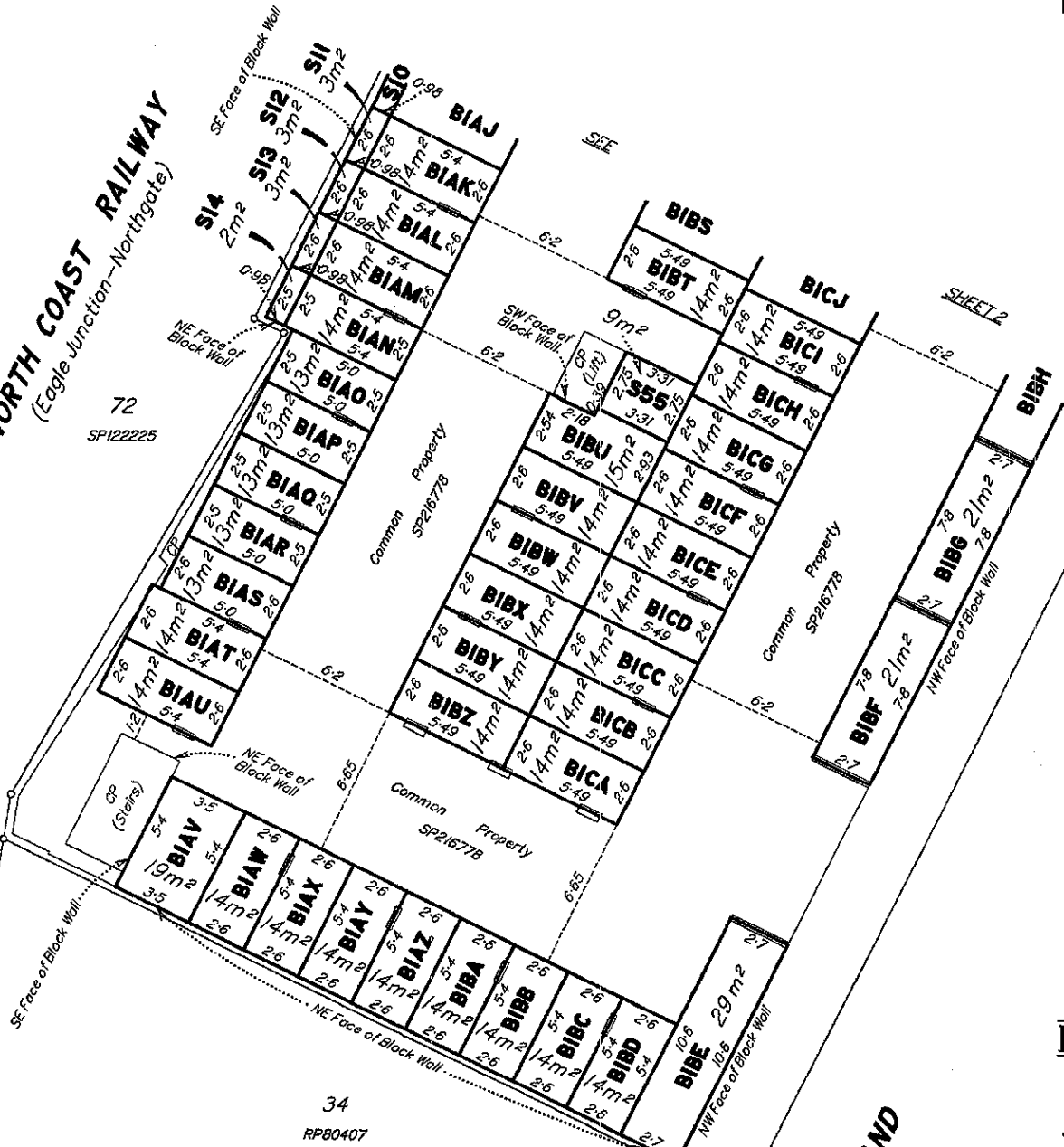
Drawing Number Revision
ExUseSP216778 B

TITLE REFERENCE 30145710 - PARKSIDE APARTMENTS TOOMBUL
COMMUNITY TITLES SCHEME 39237

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NORTH COAST RAILWAY
(Eagle Junction-Nortgate)

72
SP122225



SHEET 3 OF 3
UPPER BASEMENT LEVEL
LEVEL B

Scale 1:200 - Lengths are in Metres.

0 Metres 10m 20m 30m

Indicates Centre of Concrete Column
CP Denotes Common Property on SP216778

We Tabwest Pty Ltd ACN 010 495 601, hereby certify that the details shown on this sketch plan are correct.

MARK ROBERT DUMBELL
CADASTRAL SURVEYOR
DIRECTOR
DATE 16/5/19

Drawn M.K.	PLAN OF EXCLUSIVE USE OF COMMON PROPERTY OF "Parkside Apartments Toombul" C.T.S. 39237 Parish of TOOMBUL County of STANLEY Client DMC HOLDINGS (QLD) P/L Local Authority BRISBANE CITY COUNCIL
Check M.K.	
Date 22/10/2009	
Drawn H.L.C. 04093 DWG	
Drawn G.F.	

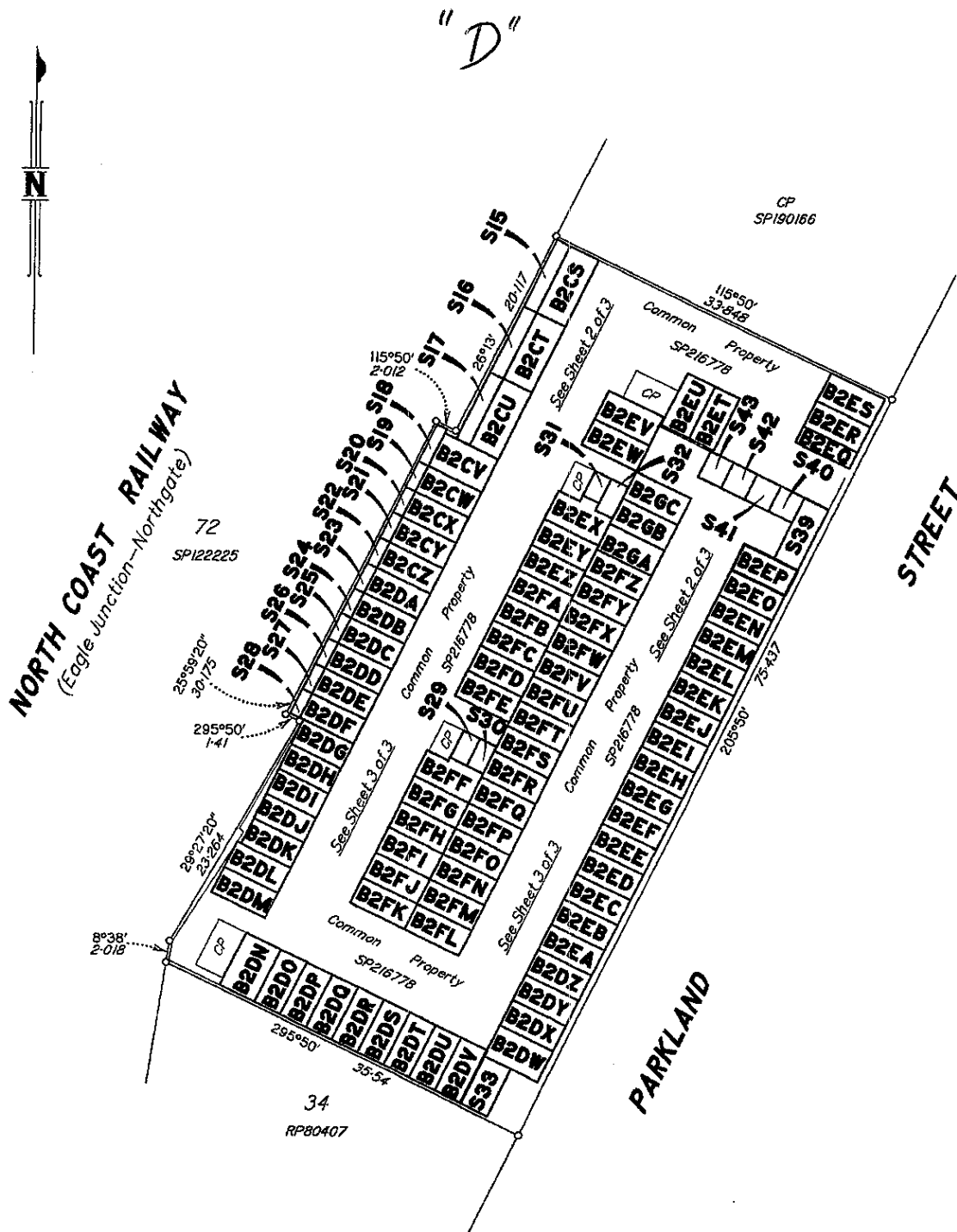
Landmark CONSULTING SURVEYORS, PLANNERS, DEVELOPMENT CONSULTANTS Building 11, Garden City Office Park, 2404 Logan Road, Eight Mile Plains QLD 4113 Email info@landmarkconsulting.com.au • Telephone 07 3219 9911 • Facsimile 07 3219 9766 Tabwest Pty Ltd ACN 010 495 601 ASN 77 010 495 601
--

Job Number 04-093
Drawing Number ExUseSP216778
Revision 8

LANDMARK CONSULTING (Q.L.D.) PTY LTD

TITLE REFERENCE 50745710 - PARKSIDE APARTMENTS TOOMBUL COMMUNITY TITLES SCHEME 39237

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SHEET 1 OF 3 LOWER BASEMENT LEVEL LEVEL A

Scale 1:400 - Lengths are in Metres.

0 Metres 20m 40m 60m

CP Denotes Common Property on SP216778

We Tabwest Pty Ltd ACN 010 455 691 hereby certify that the details shown on this sketch plan are correct.

 MARK ROBERT VROEGH
CADASTRAL SURVEYOR
DIRECTOR

 LEE ROBERT DUMBELL
CADASTRAL SURVEYOR
DIRECTOR

DATE 10/5/10

 Surveyor
M.K.
ACN
M.K.
Date
22/10/2009
Drawing
H:\LC\04093\DWG
1/Book
Checked
C.F.

PLAN OF EXCLUSIVE USE OF
COMMON PROPERTY OF
"Parkside Apartments Toombul"
C.T.S. 39237

Parish of TOOMBUL County of STANLEY
Client DMC HOLDINGS (QLD) P/L Local Authority BRISBANE CITY COUNCIL

Landmark

CONSULTING

SURVEYORS, PLANNERS, DEVELOPMENT CONSULTANTS
Building 11, Garden City Office Park, 2404 Logan Road, Eight Mile Plains, PO Box 4562 Eight Mile Plains Qld 4113
Email info@landmarkconsulting.com.au • Telephone 07 3218 9911 • Facsimile 07 3218 9766
Tabwest Pty Ltd ACN 010 455 691 ABN 77 010 455 691

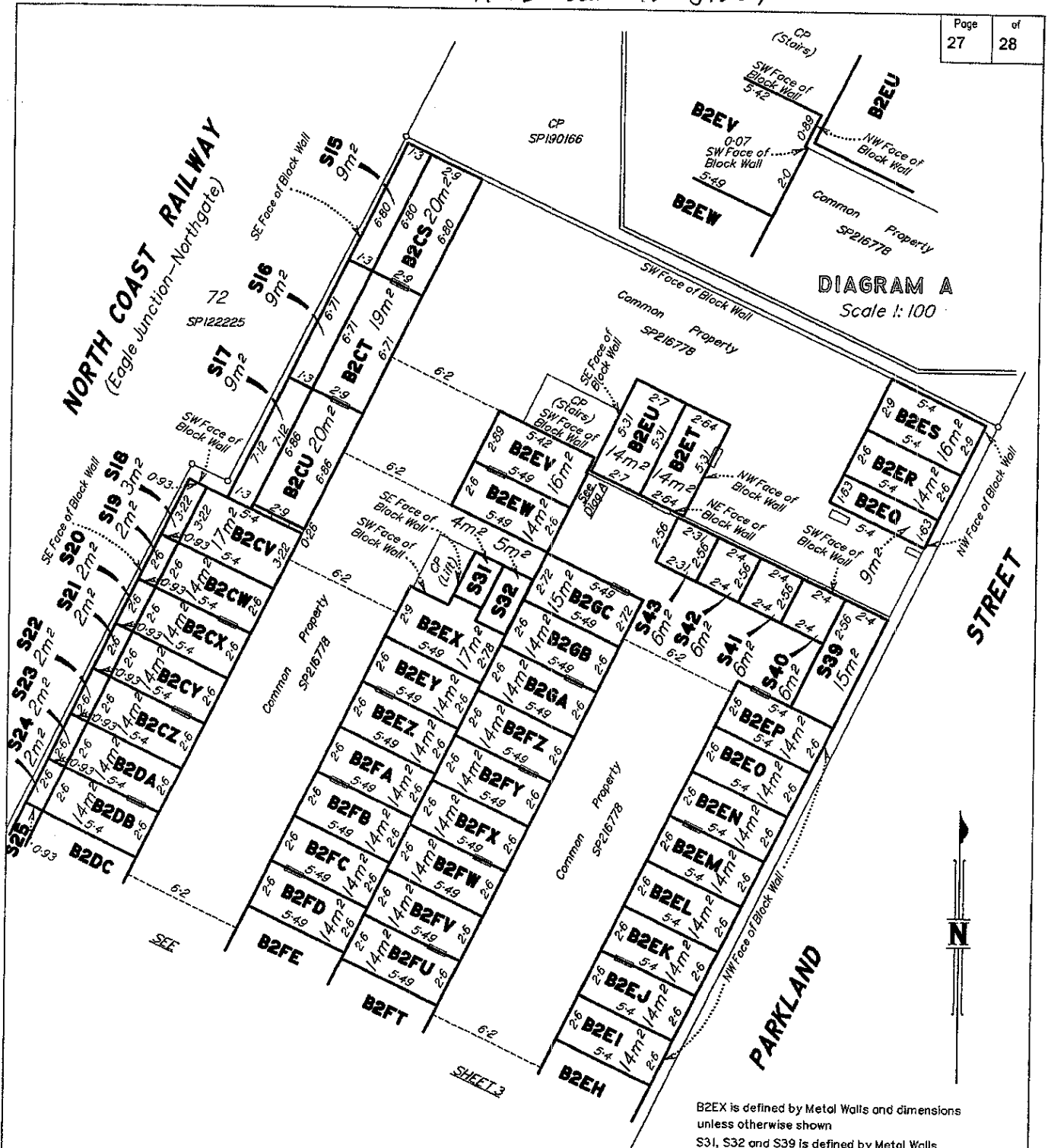
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04-093

 Drawing Number
ExUseSP216778
Revision
C

SURVEYING ACT 1972 (NSW) AND 1992 (QLD)

TITLE REFERENCE 50745710 - PARKSIDE APARTMENTS TOOMBUL COMMUNITY TITLES SCHEME 39237

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SHEET 2 OF 3 LOWER BASEMENT LEVEL LEVEL A

 Scale 1:200 - Lengths are in Metres.
 0 Metres 10m 20m 30m

B2EX is defined by Metal Walls and dimensions unless otherwise shown
 S31, S32 and S39 is defined by Metal Walls unless otherwise shown

Indicates Centre of Concrete Column

CP Denotes Common Property on SP216778

We Tabwest Pty Ltd ACN 010 495 691 hereby certify that the details shown on this sketch plan are correct.

MARK ROBERT DUMBELL
 CADASTRAL SURVEYOR
 DIRECTOR
 DATE 10/5/10
 168 508

Surveyor
 M.K.
 22/10/2009
 H:\LC\04093\DWG
 7/10/09
 G.F.

PLAN OF EXCLUSIVE USE OF
 COMMON PROPERTY OF
 "Parkside Apartments Toombul"
 C.T.S. 39237

Parish of TOOMBUL County of STANLEY
 Client DMC HOLDINGS (QLD) P/L Local Authority BRISBANE CITY COUNCIL

Landmark
 CONSULTING

SURVEYORS, PLANNERS, DEVELOPMENT CONSULTANTS
 Building 11, Garden City Office Park, 2404 Logan Road, Eight Mile Plains, QLD 4113
 Email: info@landmarkconsulting.com.au • Telephone 07 3219 9911 • Facsimile 07 3219 9768
 Tabwest Pty Ltd ACN 010 495 691 ABN 77 010 495 691

Job Number
04-093

Drawing Number Revision

ExUseSP216778 8

72
SP122225

34
RP80407

SHEET 3 OF 3
LOWER BASEMENT LEVEL
LEVEL A

Scale 1: 200 – Lengths are in Metres.

0 Metres 10m 20m 30m

S33 is defined by Metal Walls
unless otherwise shown

Indicates Centre of Concrete Column

CP Denotes Common Property on SP216778

We Tabwest Pty Ltd A/N 010 495 691 hereby certify that the details shown on this sketch plan are correct.

MARK ROBERT VROEGE
CADASTRAL SURVEYOR/
DIRECTOR

DATE 10/5/16

Surveyed	M.K.
ACAD	M.K.
Date	22/10/2009
Dwg File	H:\LC\04093\DWG
P/Book	
Checked	G.F.

PLAN OF EXCLUSIVE USE OF
COMMON PROPERTY OF
"Parkside Apartments Toombul"
C.T.S. 39237

Parish of TOOMBUL County of STANLEY
Client DMC HOLDINGS (QLD) P/L Local Authority BRISBANE CITY COUNCIL

Landmark
CONSULTING

SURVEYORS, PLANNERS, DEVELOPMENT CONSULTANTS
Building 11, Garden City Office Park, 2404 Logan Road, Eight Mile Plains. PO Box 4542 Eight Mile Plains Qld 4111
Email info@landmarkconsulting.com.au • Telephone 07 3218 9811 • Facsimile 07 3218 9766
Telwest Pty Ltd ACN 010 495 691 ABN 77 010 495 691

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ExUseSP216778	C

QUESTIONS: 1. How many people are there in your family?

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

1. Pool safety certificate number

Identification number:

PSC0272341

2. Location of the swimming pool

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

Street address:

23 PARKLAND ST

NUNDAH QLD

Postcode

4

0

1

2

Lot and plan details:

9999/SP/216778

Local government area:

BRISBANE CITY

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

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

No disability exemption applies; No impracticality exemption applies

No alternative solution applies

4. Pool properties

Shared pool



Non-shared pool



Number of pools

1

5. Pool safety certificate validity

Effective date:

2

7

/

1

0

/

2

0

2

5

Expiry date:

2

7

/

1

0

/

2

0

2

6

6. Certification

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

Name:

Mark Andrew FILDES

Pool safety inspector
licence number:

PS100728

Signature:

Mark Fildes 0403647161

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

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

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

Privacy statement

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

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

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