



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 Hayley Crowe and Neil Murray Crowe

Property address 56/88 Cecily Street, Kallangur QLD 4503

(referred to as the “property” in this statement)

Lot on plan description Lot 56 on SP 309048

Community titles scheme or BUGTA scheme:

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

Yes

No

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

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

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

Title details	The seller gives or has given the buyer the following—
	A title search for the property issued under the <i>Land Title Act 1994</i> showing interests registered under that Act for the property. <input checked="" type="checkbox"/> Yes
	A copy of the plan of survey registered for the property. <input checked="" type="checkbox"/> Yes

<p>Registered encumbrances</p>	<p>Registered encumbrances, if any, are recorded on the title search, and may affect your use of the property. Examples include easements, statutory covenants, leases and mortgages.</p> <p>You should seek legal advice about your rights and obligations before signing the contract.</p>
<p>Unregistered encumbrances (excluding statutory encumbrances)</p>	<p>There are encumbrances not registered on the title that will continue <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No to affect the property after settlement.</p> <p>Note—If the property is part of a community titles scheme or a BUGTA scheme it may be subject to and have the benefit of statutory easements that are NOT required to be disclosed.</p> <p>Unregistered lease (if applicable)</p> <p>If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows:</p> <ul style="list-style-type: none"> » the start and end day of the term of the lease: 07/06/2025 - 12/06/2026 » the amount of rent and bond payable: \$640.00 weekly \$2,560.00 Bond » whether the lease has an option to renew: <p>Other unregistered agreement in writing (if applicable)</p> <p>If the unregistered encumbrance is created by an agreement in writing, and is not an unregistered lease, a copy of the agreement is given, together with relevant plans, if any. <input type="checkbox"/> Yes</p> <p>Unregistered oral agreement (if applicable)</p> <p>If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows:</p>
<p>Statutory encumbrances</p>	<p>There are statutory encumbrances that affect the property. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>If Yes, the details of any statutory encumbrances are as follows:</i></p> <p>See Annexure A</p>
<p>Residential tenancy or rooming accommodation agreement</p>	<p>The property has been subject to a residential tenancy agreement or a rooming accommodation agreement under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> during the last 12 months. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, when was the rent for the premises or each of the residents' rooms last increased? <i>(Insert date of the most recent rent increase for the premises or rooms)</i> 07/06/2025</p> <p>Note—Under the <i>Residential Tenancies and Rooming Accommodation Act 2008</i> the rent for a residential premises may not be increased earlier than 12 months after the last rent increase for the premises.</p> <p>As the owner of the property, you may need to provide evidence of the day of the last rent increase. You should ask the seller to provide this evidence to you prior to settlement.</p>

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>): General 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.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	The lot is affected by a notice of intention to resume the property or any part of the property.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	<i>If Yes, a copy of the notice, order, proposal or correspondence must be given by the seller.</i>		
* <i>Transport infrastructure</i> has the meaning defined in the <i>Transport Infrastructure Act 1994</i> . A <i>proposal</i> means a resolution or adoption by some official process to establish plans or options that will physically affect the property.			
Contamination and environmental protection	The property is recorded on the Environmental Management Register or the Contaminated Land Register under the <i>Environmental Protection Act 1994</i> .	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> 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).	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> 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).	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> 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).	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Trees	There is a tree order or application under the <i>Neighbourhood Disputes (Dividing Fences and Trees) Act 2011</i> affecting the property.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> 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).	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> 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.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	If a community titles scheme or a BUGTA scheme – a shared pool is located in the scheme.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
	Pool compliance certificate is given.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
	OR Notice of no pool safety certificate is given.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Unlicensed building work under owner builder permit	Building work was carried out on the property under an owner builder permit in the last 6 years.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	<i>A notice under section 47 of the Queensland Building and Construction Commission Act 1991 must be given by the seller and you may be required to sign the notice and return it to the seller prior to signing the contract.</i>		
Notices and orders	There is an unsatisfied show cause notice or enforcement notice under the <i>Building Act 1975</i> , section 246AG, 247 or 248 or under the <i>Planning Act 2016</i> , section 167 or 168.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	The seller has been given a notice or order, that remains in effect, from a local, State or Commonwealth government, a court or tribunal, or other competent authority, requiring work to be done or money to be spent in relation to the property. <i>If Yes, a copy of the notice or order must be given by the seller.</i>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Building Energy Efficiency Certificate	If the property is a commercial office building of more than 1,000m ² , a Building Energy Efficiency Certificate is available on the Building Energy Efficiency Register.		
Asbestos	The seller does not warrant whether asbestos is present within buildings or improvements on the property. Buildings or improvements built before 1990 may contain asbestos. Asbestos containing materials (ACM) may have been used up until the early 2000s. Asbestos or ACM may become dangerous when damaged, disturbed, or deteriorating. Information about asbestos is available at the Queensland Government Asbestos Website (asbestos.qld.gov.au) including common locations of asbestos and other practical guidance for homeowners.		

Part 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. <i>(If Yes, complete the information below)</i>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
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. 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.	<input checked="" type="checkbox"/> Yes	
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. <i>If No</i> — An explanatory statement is given to the buyer that states: » a copy of a body corporate certificate for the lot is not attached; and » the reasons under section 6 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
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 <i>(If Yes, complete the information below)</i>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
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. <i>If No</i> — An explanatory statement is given to the buyer that states: » a copy of a body corporate certificate for the lot is not attached; and » the reasons under section 7 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot. 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.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

Signatures – SELLER

DocuSigned by:

35562AC812DA47A...
Signature of seller

Hayley Crowe

Name of seller

14 April 2026

Date

Signed by:

D3F137960CA24DC...
Signature of seller

Neil Murray Crowe

Name of seller

14 April 2026

Date

Signatures – BUYER

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

Signature of buyer

Name of buyer

Date

Signature of buyer

Name of buyer

Date



Current Title Search

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Title Reference:	51260571	Search Date:	08/04/2026 13:03
Date Title Created:	24/08/2021	Request No:	55686996
Previous Title:	51227989		

ESTATE AND LAND

Estate in Fee Simple

LOT 56 SURVEY PLAN 309048

Local Government: MORETON BAY

COMMUNITY MANAGEMENT STATEMENT 53607

REGISTERED OWNER

Dealing No: 721111039 21/09/2021

HAYLEY CROWE

NEIL MURRAY CROWE

JOINT TENANTS

EASEMENTS, ENCUMBRANCES AND INTERESTS

- Rights and interests reserved to the Crown by
Deed of Grant No. 10285211 (POR 431)
- MORTGAGE No 721111040 21/09/2021 at 14:15
COMMONWEALTH BANK OF AUSTRALIA A.C.N. 123 123 124

ADMINISTRATIVE ADVICES

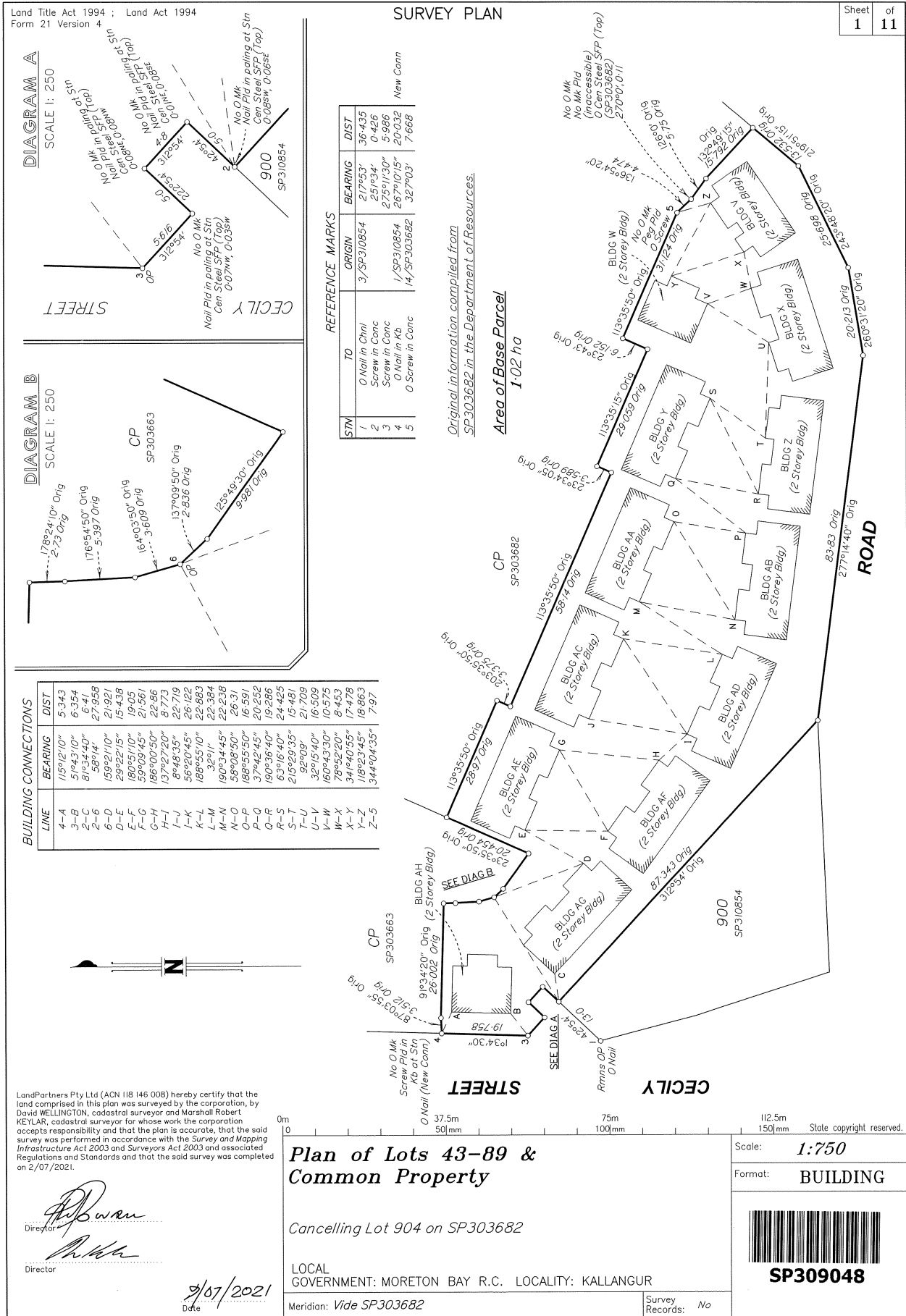
NIL

UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **



LandPartners Pty Ltd (ACN 118 146 008) hereby certify that the land comprised in this plan was surveyed by the corporation, by David WELLINGTON, cadastral surveyor and Marshall Robert KEYLAR, cadastral surveyor for whose work the corporation accepts responsibility and that the plan is accurate, that the said survey was performed in accordance with the Survey and Mapping Infrastructure Act 2003 and Surveyors Act 2003 and associated Regulations and Standards and that the said survey was completed on 2/07/2021.

Director

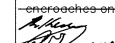
 Director

9/07/2021
 Date

Scale: 1:750
 Format: BUILDING

SP309048

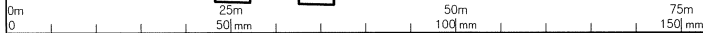
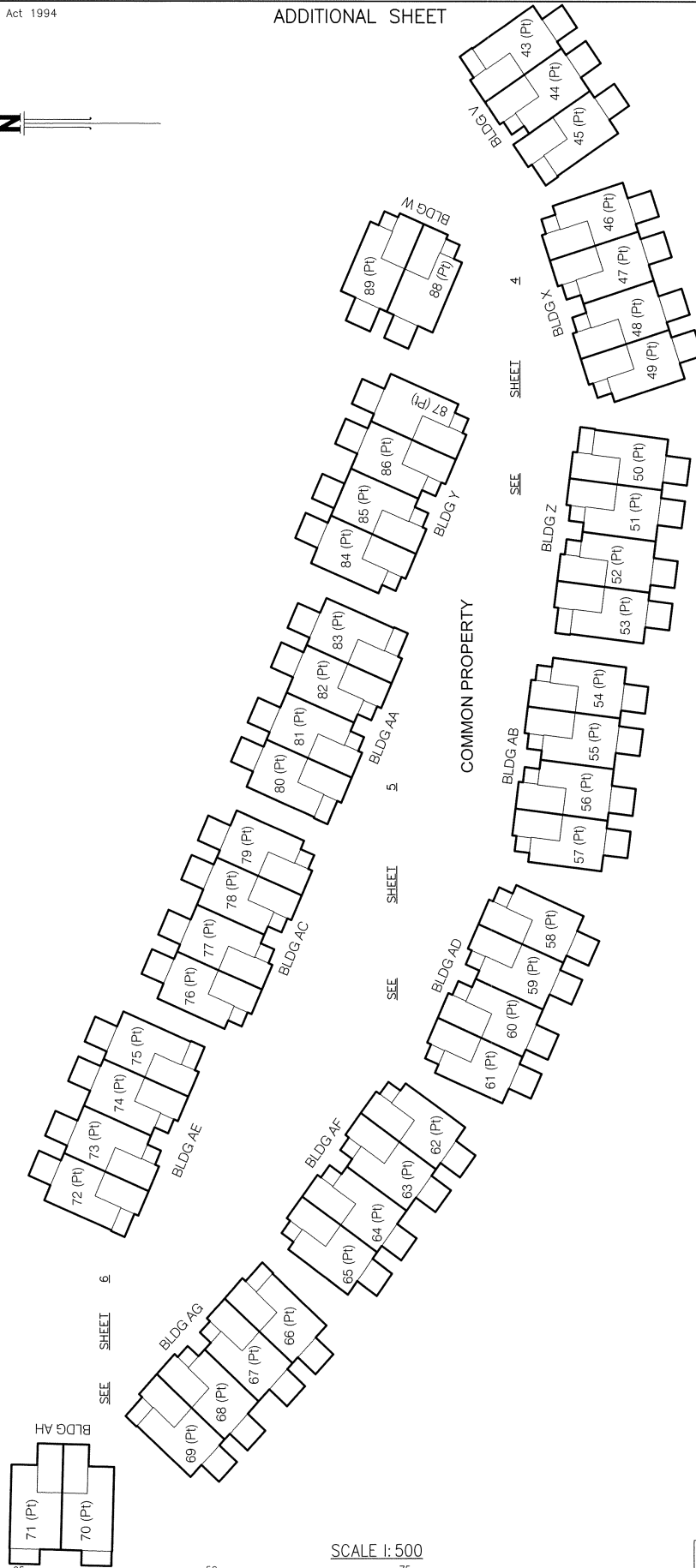
BR.ID7260_002_50_4 SP309048

Land Title Act 1994 ; Land Act 1994 Form 21B Version 2		WARNING : Folded or Mutilated Plans will not be accepted. Plans may be rolled. Information may not be placed in the outer margins.		
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> 721024924 EF 400 \$5,282.00 18/08/2021 15:28:33 </div> (Dealing No.)		4. Lodged by Tobin King Lateef Lawyers GPO BOX 713 BRISBANE Q 4001 BE218A (Include address, phone number, email, reference, and Lodger Code)		
i. Existing		Created		
Title Reference	Description	New Lots	Road	Secondary Interests
51227989	Lot 904 on SP303682	43-89 & CP	-	-
MORTGAGE ALLOCATIONS				
Mortgage		Lots Fully Encumbered	Lots Partially Encumbered	
<p>Reinstatement Report</p> <p>Plans used: SP303663, SP303682 & SP310854</p> <p>Sufficient original marks and reference marks found to reinstate boundaries as SP303682.</p>				
43-89 & CP	POR 431			
Lots	Orig			
2. Orig Grant Allocation :		5. Passed & Endorsed :		
3. References :		By: LandPartners Pty Ltd		
Dept File :		Date: 09/07/2021 16/08/2021		
Local Govt :		Signed: <i>Mua SP</i>		
Surveyor : BRJD7260.000		Designation : Liaison Officer		
		Development Approval Date: 10/04/2018 6. Building Format Plans only. I certify that : * As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or road; * Part of the building shown on this plan encroaches onto adjoining *lots and road-  9/07/2021 Cadastral Surveyor/Director* Date *delete words not required		
		7. Lodgement Fees :		
		Survey Deposit \$		
		Lodgement \$		
		New Titles \$		
		Photocopy \$		
		Postage \$		
		TOTAL \$		
		8. Insert Plan Number SP309048		

BRJD7260_002_50_4_SP309048



LEVEL A



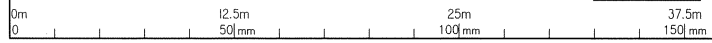
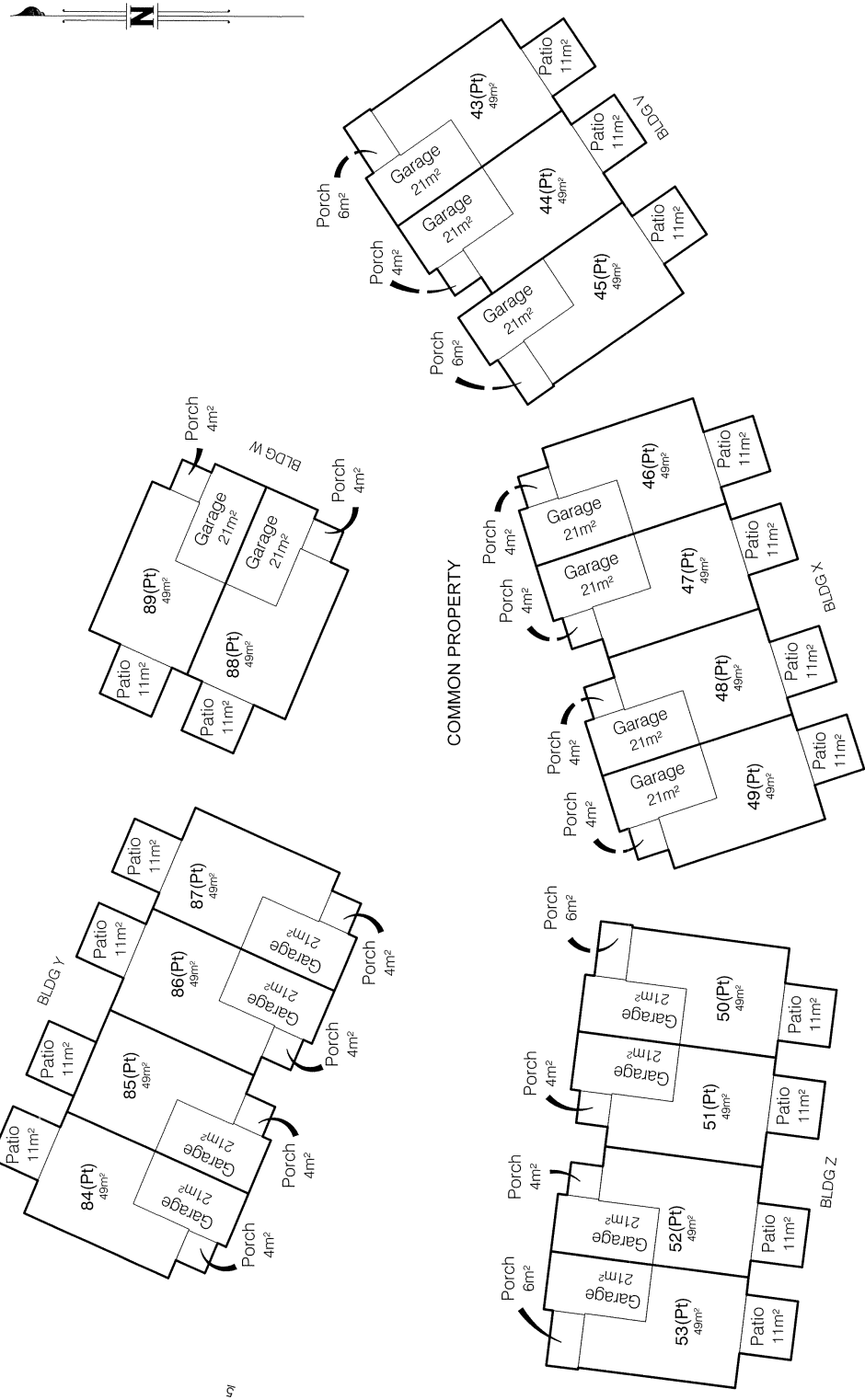
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State copyright reserved

Insert Plan Number **SP309048**

BRUD260_002_50_4 SP309048

LEVEL A

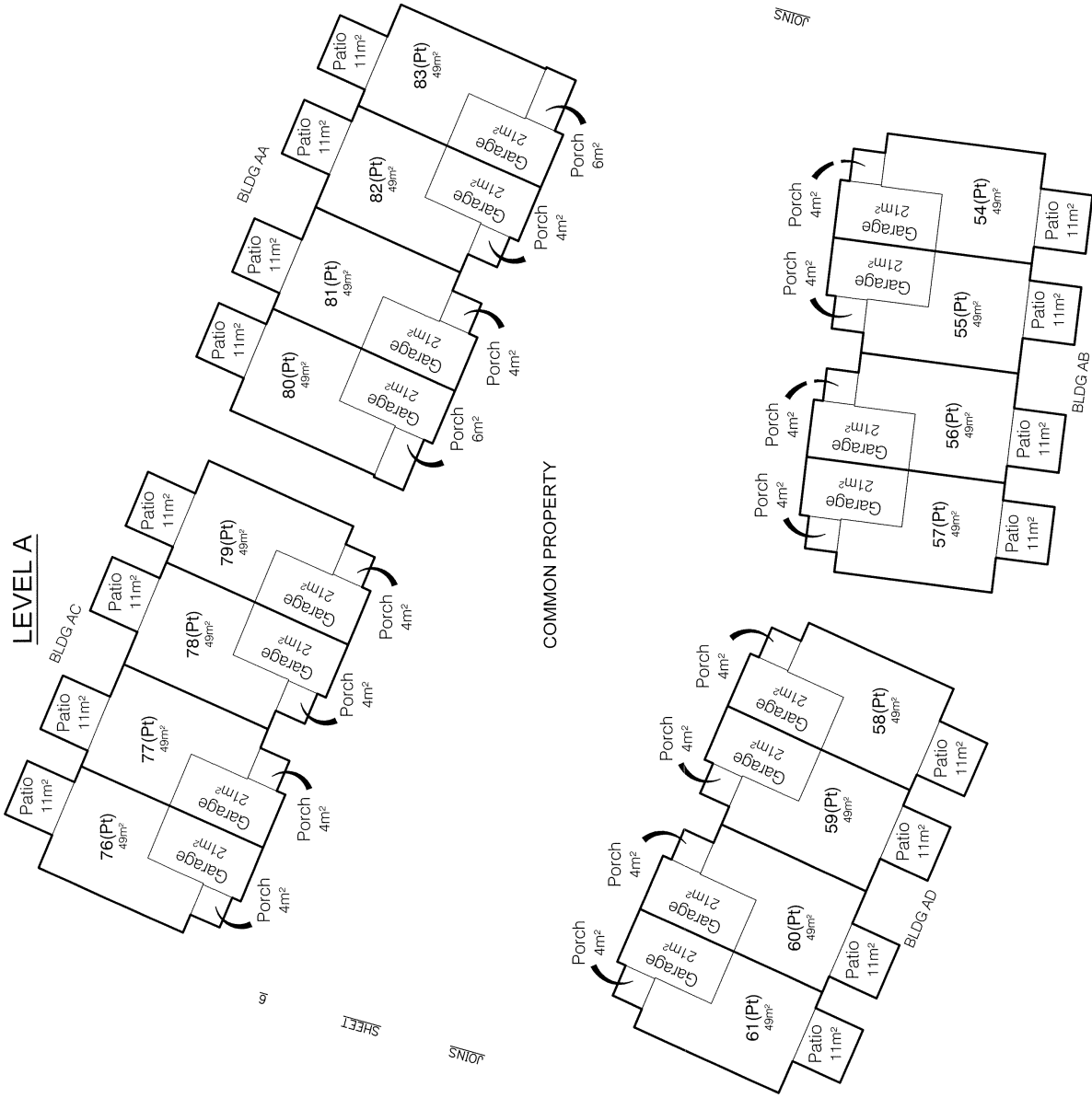


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Insert Plan Number **SP309048**

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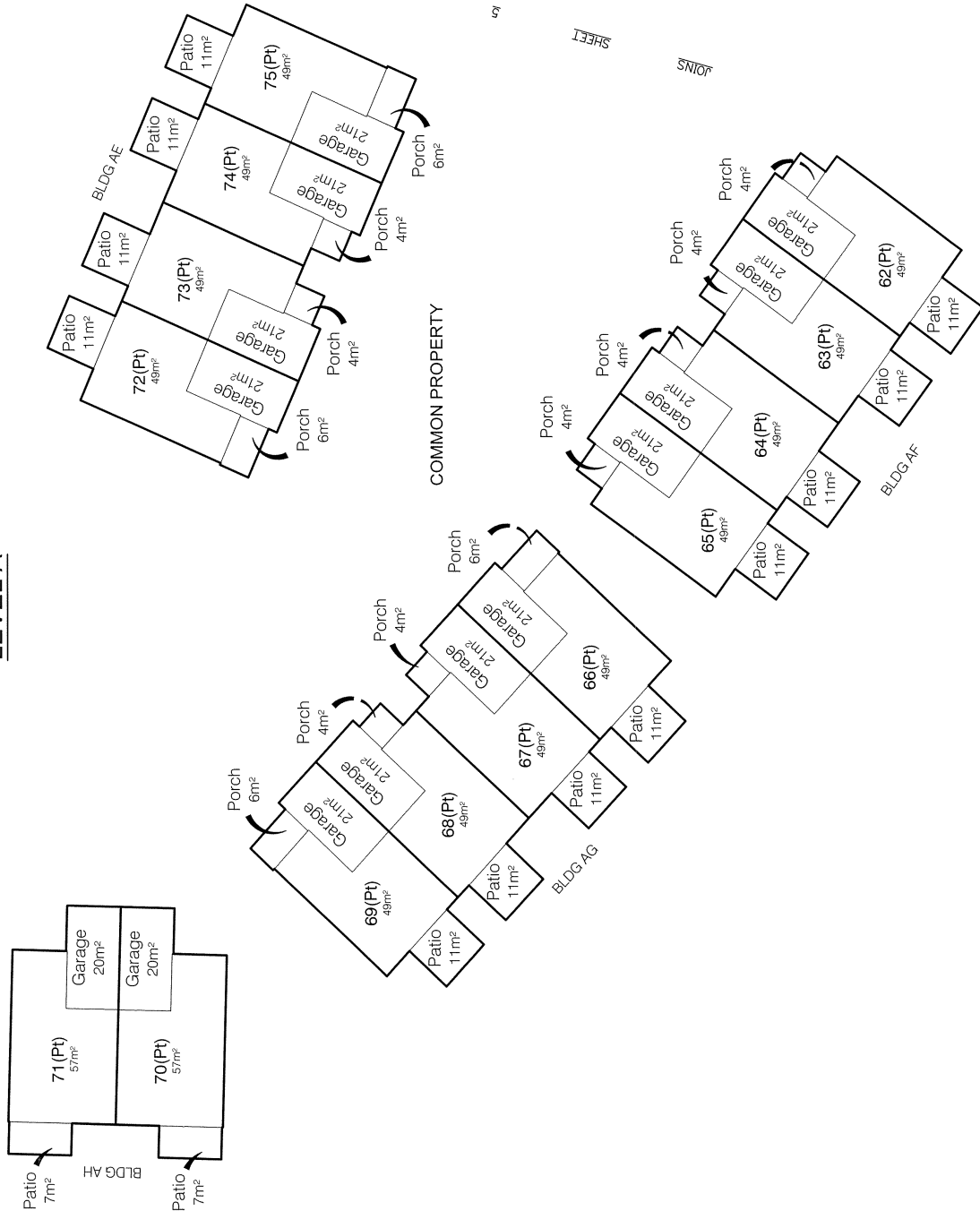
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Insert Plan Number **SP309048**

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LEVEL A



SCALE 1: 250

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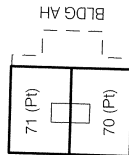
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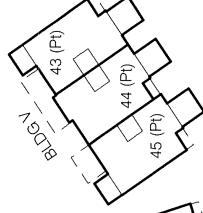
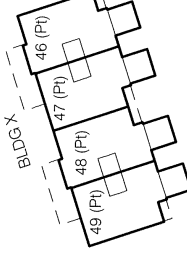
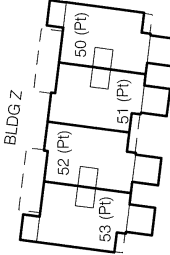
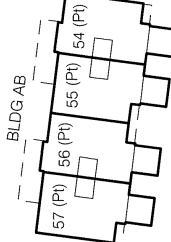
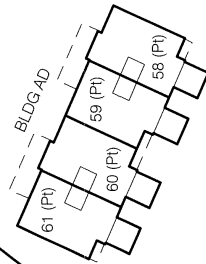
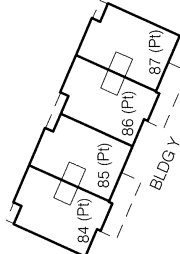
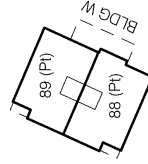
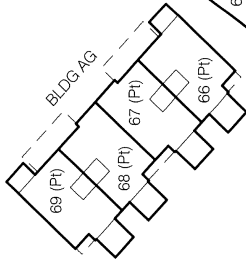
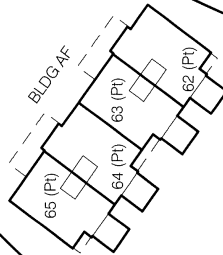
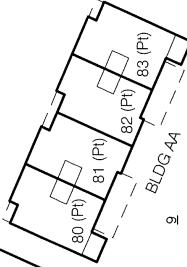
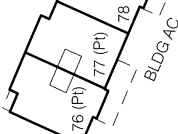
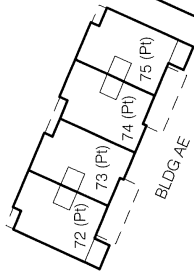
LEVEL B



Denotes Level Below



SEE SHEET 10



COMMON PROPERTY

SEE SHEET

SEE SHEET

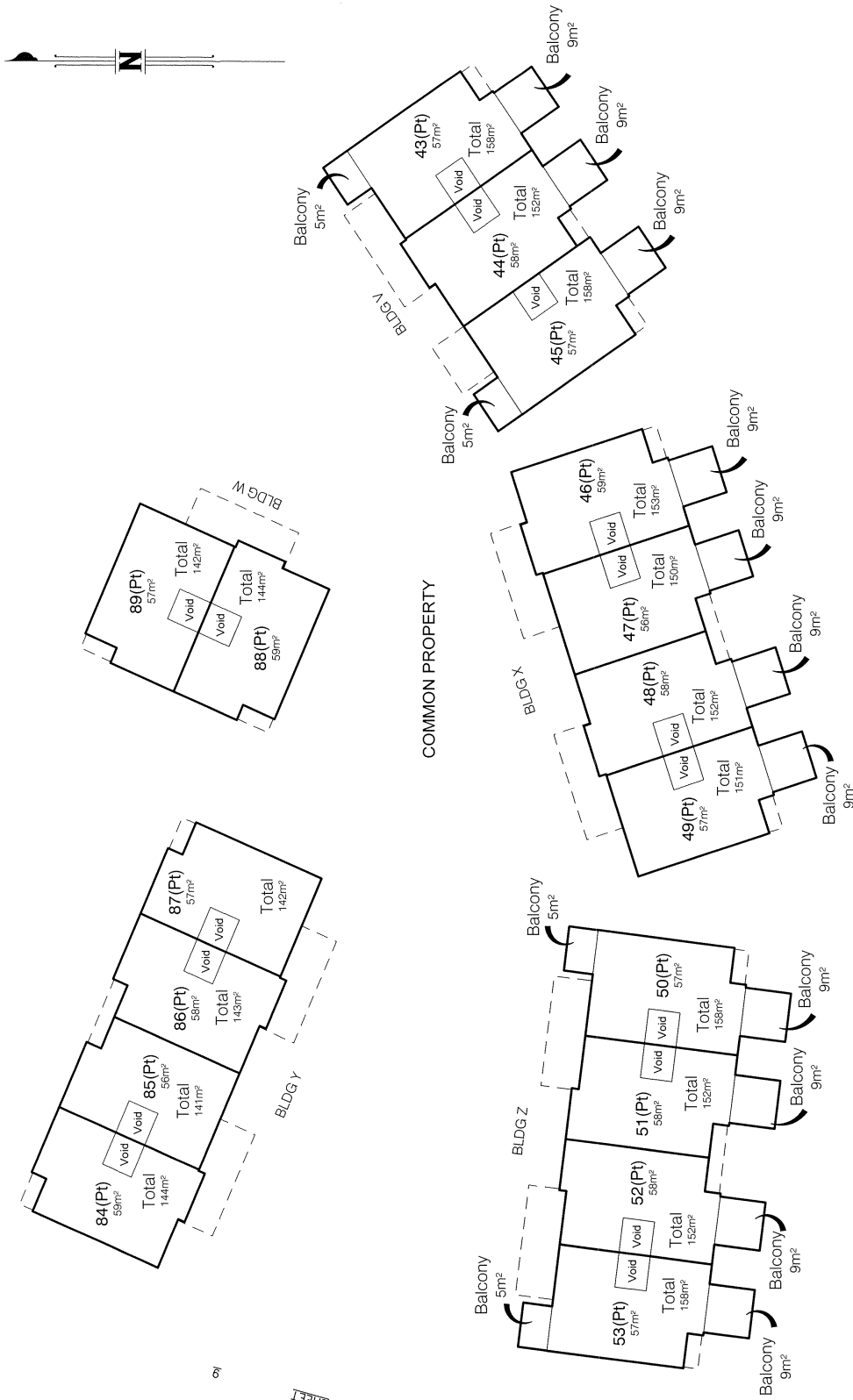
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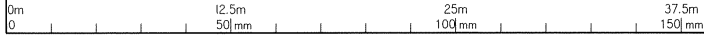
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Insert Plan Number **SP309048**

LEVEL B



COMMON PROPERTY



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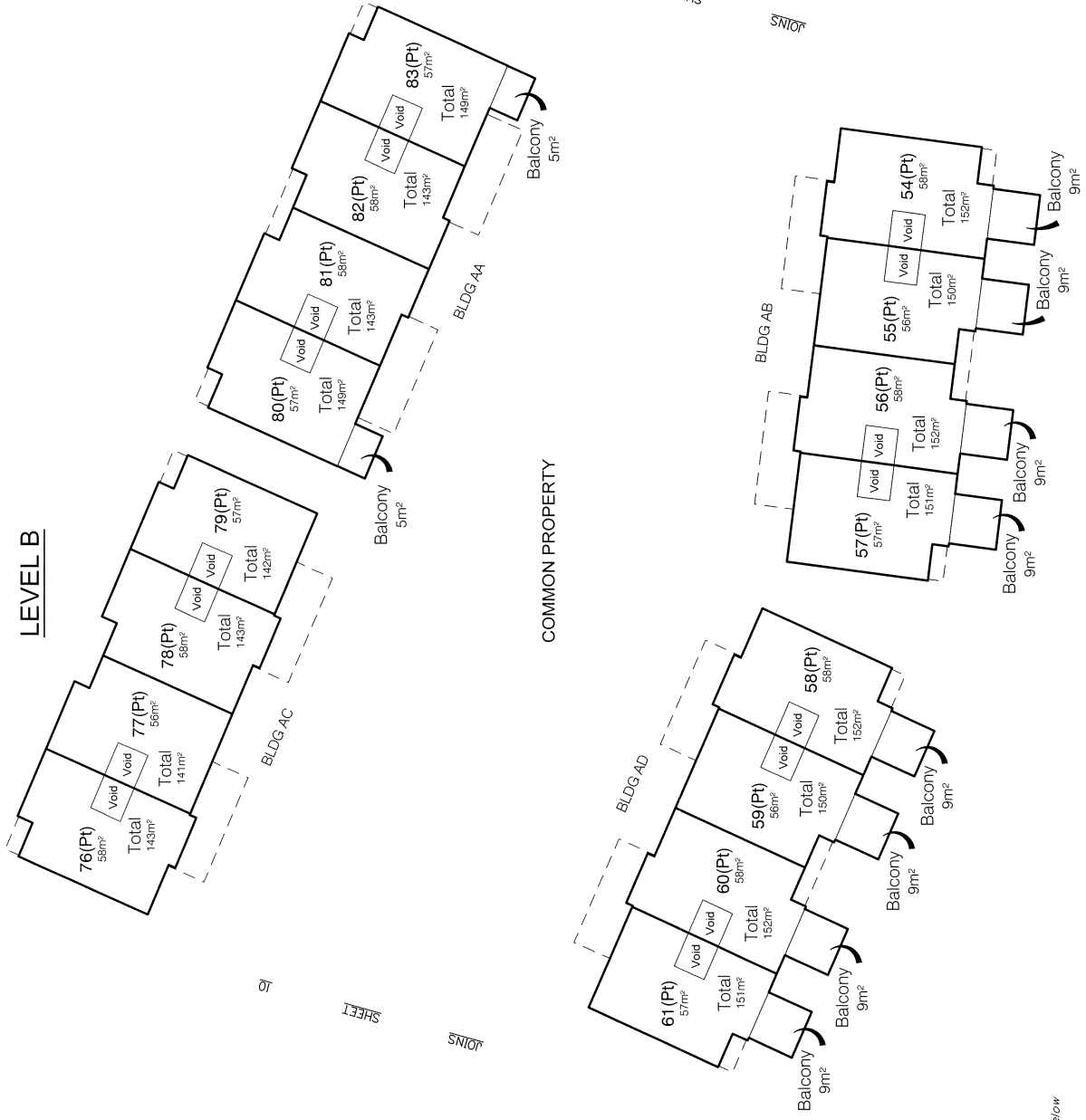
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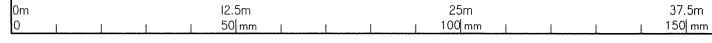
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LEVEL B



COMMON PROPERTY



SCALE 1:250

Insert Plan Number **SP309048**

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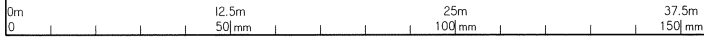
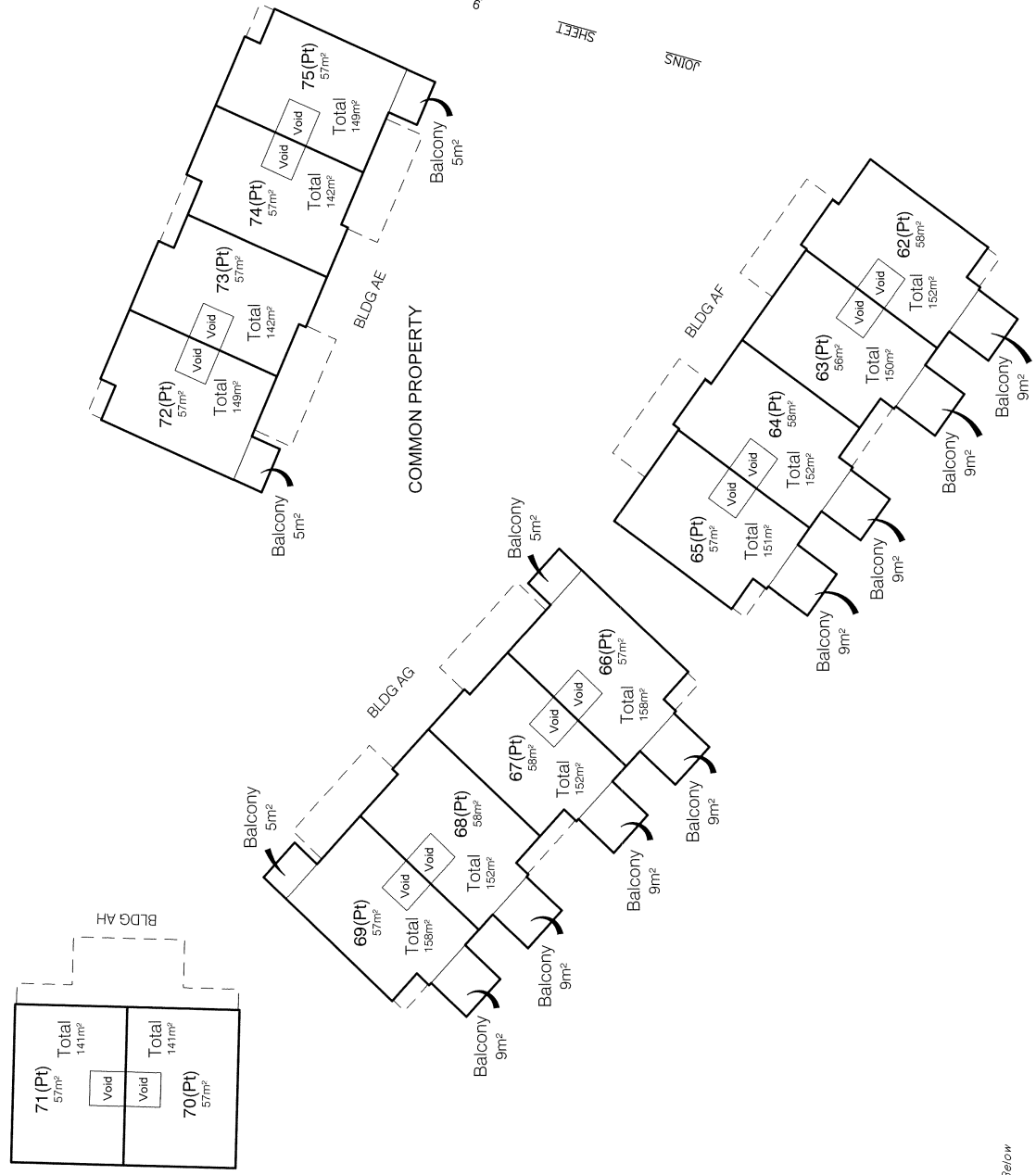


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LEVEL B



SCALE 1: 250

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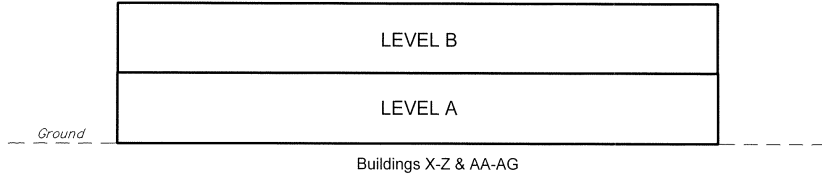
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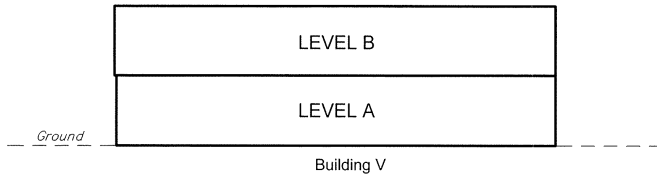
LATERAL ASPECT

Scale 1:200
(Looking from front of building)



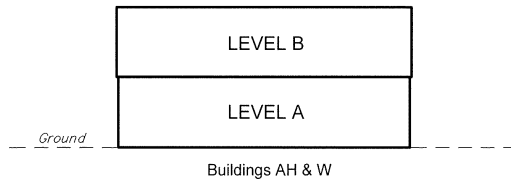
LATERAL ASPECT

Scale 1:200
(Looking from front of building)



LATERAL ASPECT

Scale 1:200
(Looking from front of building)

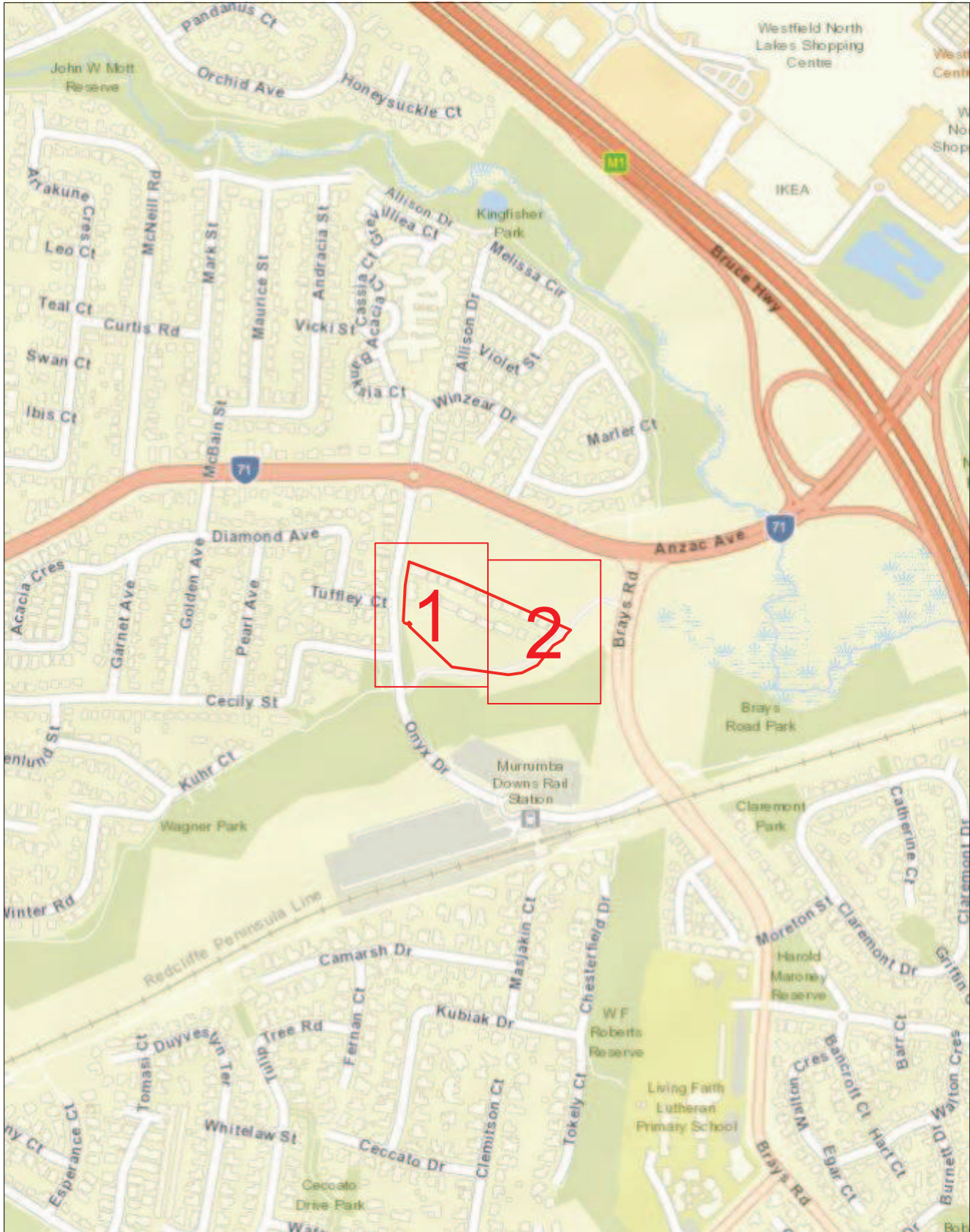


Annexure “A” Statutory Encumbrances

1. APA have assets located on and/or adjacent to the Property as shown generally on the attached Plan;
2. Energex have assets located on and/or adjacent to the Property as shown generally on the attached Plan;
3. Moreton Bay Regional Council have assets located on and/or adjacent to the Property as shown generally on the attached Plan;
4. NBN have assets (communications) located on and/or adjacent to the Property as generally shown on the attached Plan;
5. Telstra have assets located on and/or adjacent to the Property as shown generally on the attached Plan;
6. Unitywater have assets that are located on or adjacent to the Property as generally shown on the attached Plan;
7. The above entities may have a right at law to access the Property to inspect, maintain, repair or replace their respective infrastructure located on or adjacent to the Property.

Site Address: Unit 56 88 Cecily St
Kallangur QLD 4503

Sequence Number: 270942617



Scale 1: 6000

Map Sources: Esri, Garmin, HERE, FAO, NOAA, USGS,
© OpenStreetMap contributors, and the GIS User Community



Enquiry Area

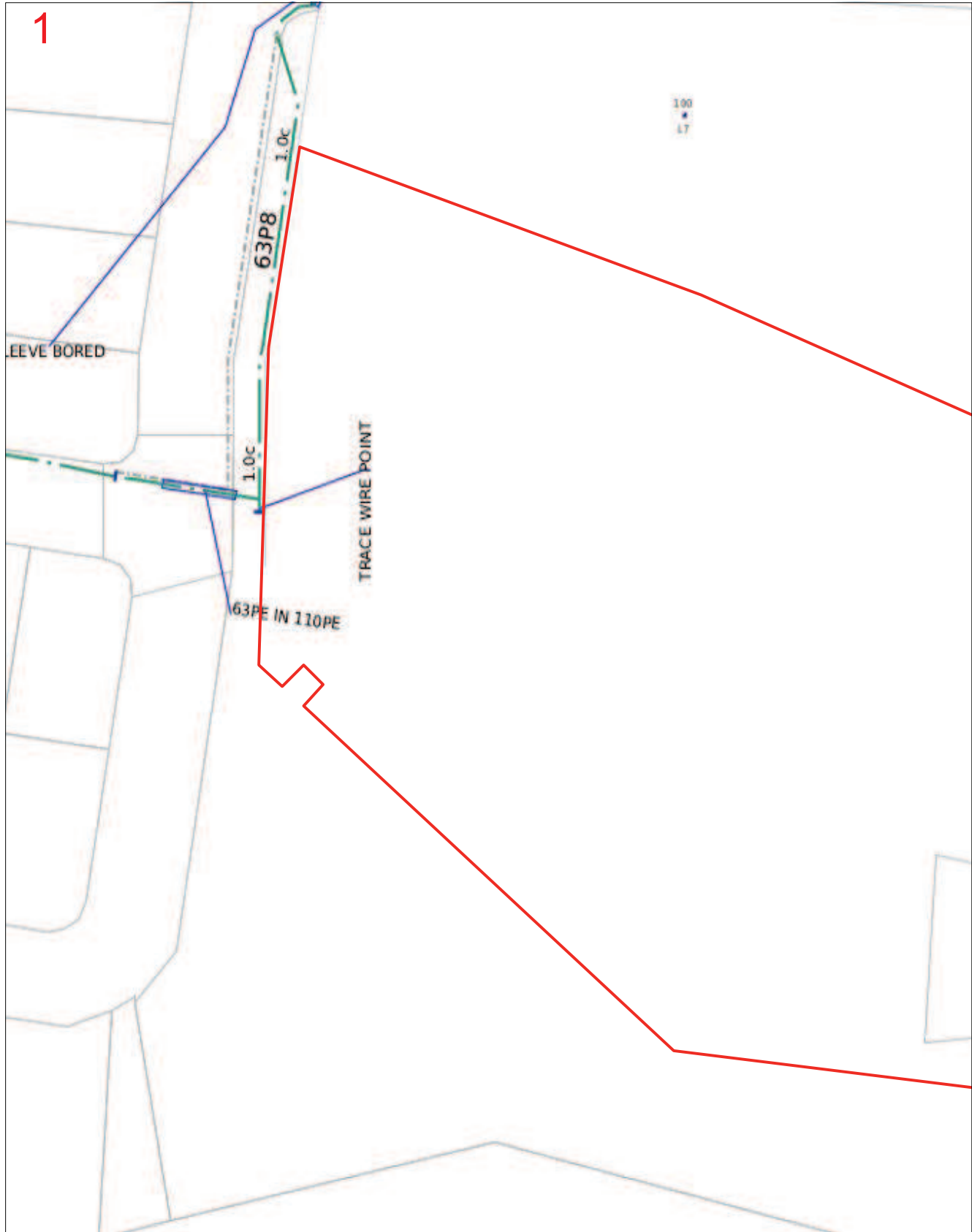


Map Key Area



Site Unit 56 88 Cecily St
Address: Kallangur
QLD 4503

Sequence 270942617
Number:



Scale 1: 700

Map Sources: Esri, Garmin, HERE, FAO, NOAA, USGS,
© OpenStreetMap contributors, and the GIS User Community



Enquiry Area

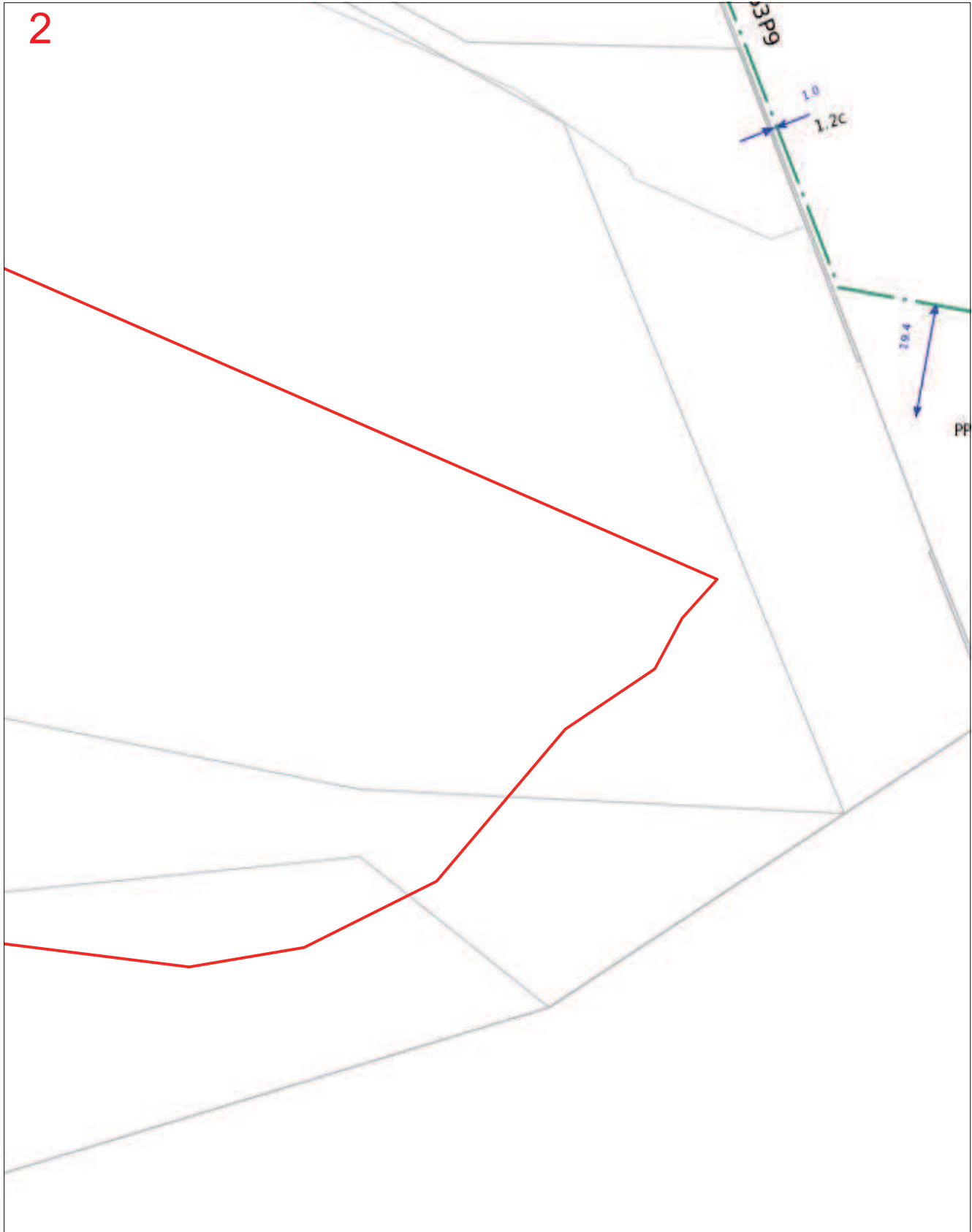


Map Key Area



Site Unit 56 88 Cecily St
Address: Kallangur
QLD 4503

Sequence 270942617
Number:



Scale 1: 700

Map Sources: Esri, Garmin, HERE, FAO, NOAA, USGS,
© OpenStreetMap contributors, and the GIS User Community



Enquiry Area



Map Key Area





BYDA

Sequence: 270942618
Date: 08/04/2026

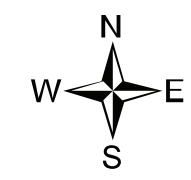
Scale: 1:1538
Tile No: **OVERVIEW**

CAUTION - HIGH VOLTAGE

LEGEND

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

AS5488 Category "D" Plan



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













BYDA

Sequence: 270942618
Date: 08/04/2026

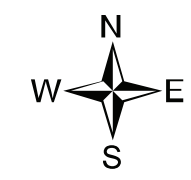
Scale: 1:500
Tile No: **Tile No: 1**

CAUTION - HIGH VOLTAGE

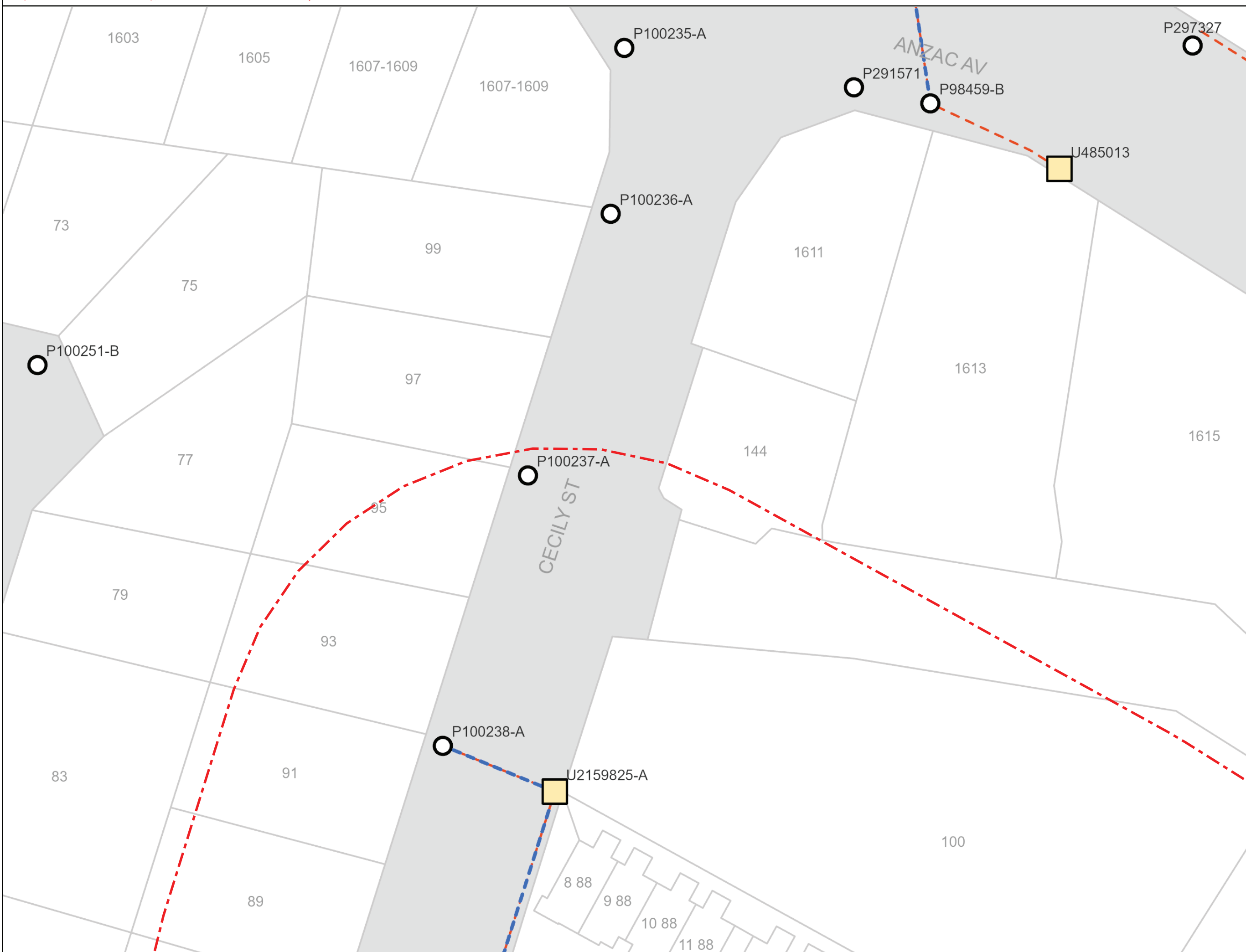
LEGEND

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

AS5488 Category "D" Plan



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BYDA

Sequence: 270942618
Date: 08/04/2026

Scale: 1:500
Tile No: **Tile No: 2**

CAUTION - HIGH VOLTAGE

LEGEND

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

AS5488 Category "D" Plan



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BYDA

Sequence: 270942618
Date: 08/04/2026

Scale: 1:500
Tile No: **Tile No: 3**

CAUTION - HIGH VOLTAGE

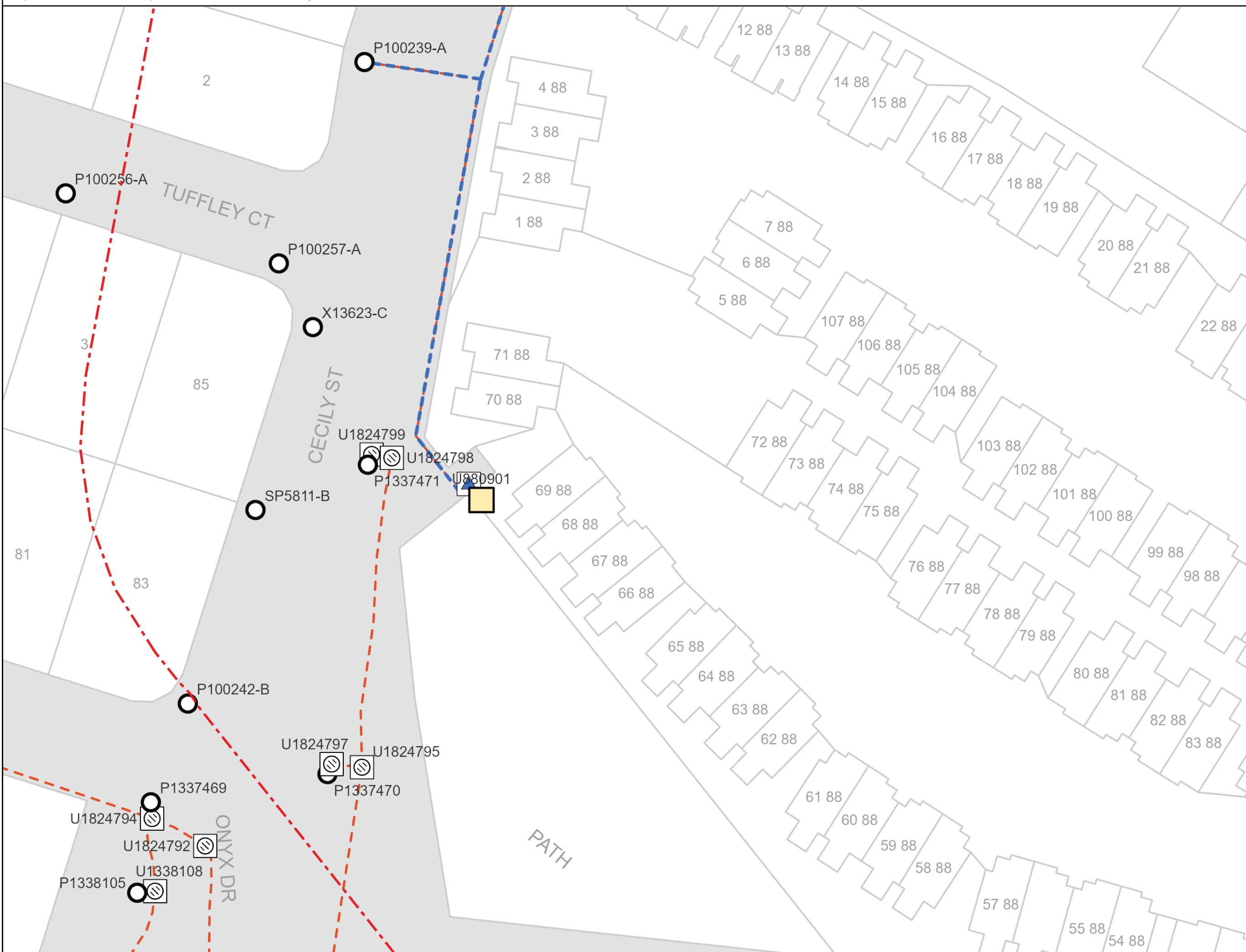
LEGEND

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

AS5488 Category "D" Plan



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BYDA

Sequence: 270942618
Date: 08/04/2026

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

CAUTION - HIGH VOLTAGE

LEGEND

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

AS5488 Category "D" Plan



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BYDA

Sequence: 270942618
Date: 08/04/2026

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

CAUTION - HIGH VOLTAGE

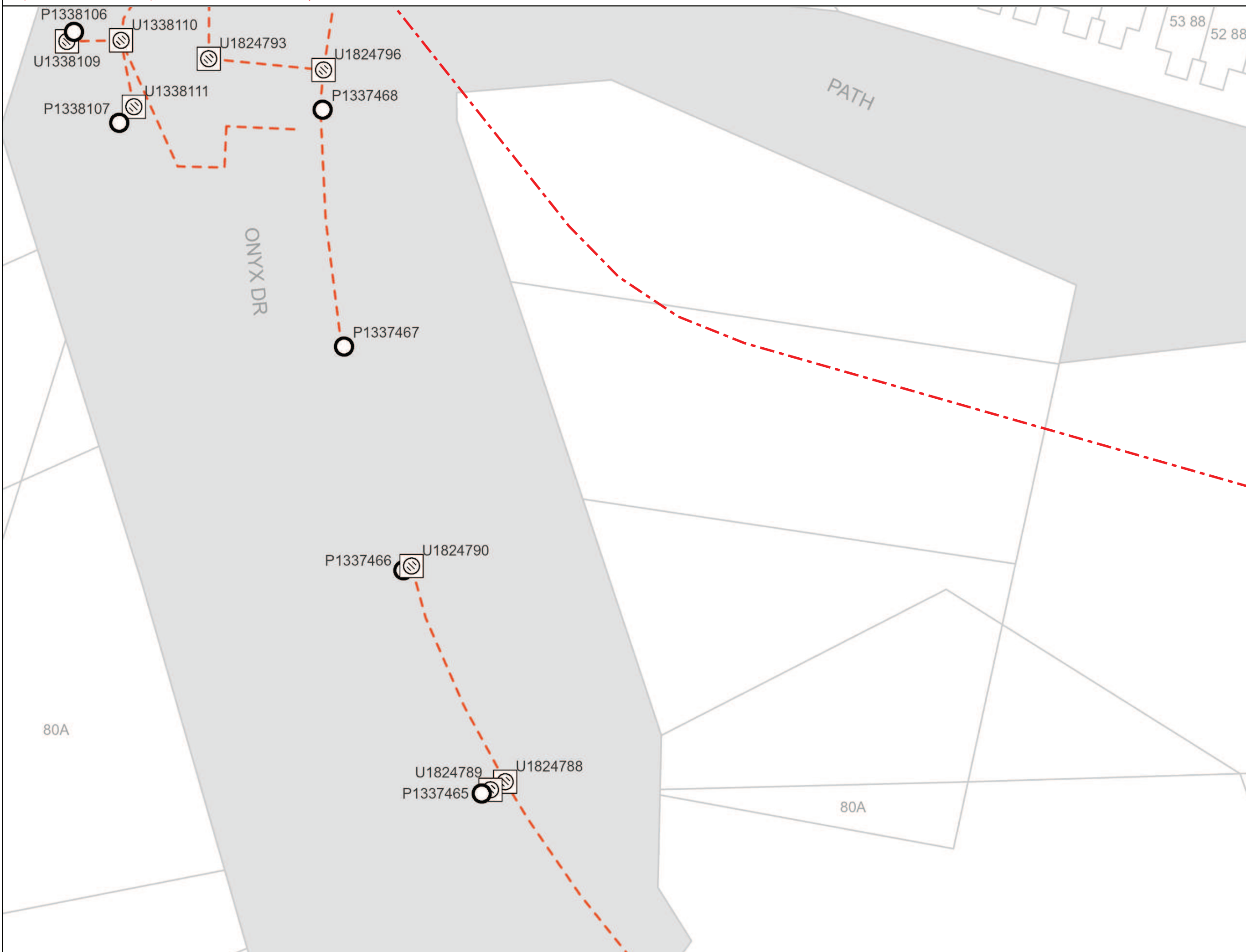
LEGEND

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

AS5488 Category "D" Plan



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BYDA

Sequence: 270942618
Date: 08/04/2026

Scale: 1:500
Tile No: **Tile No: 6**

CAUTION - HIGH VOLTAGE

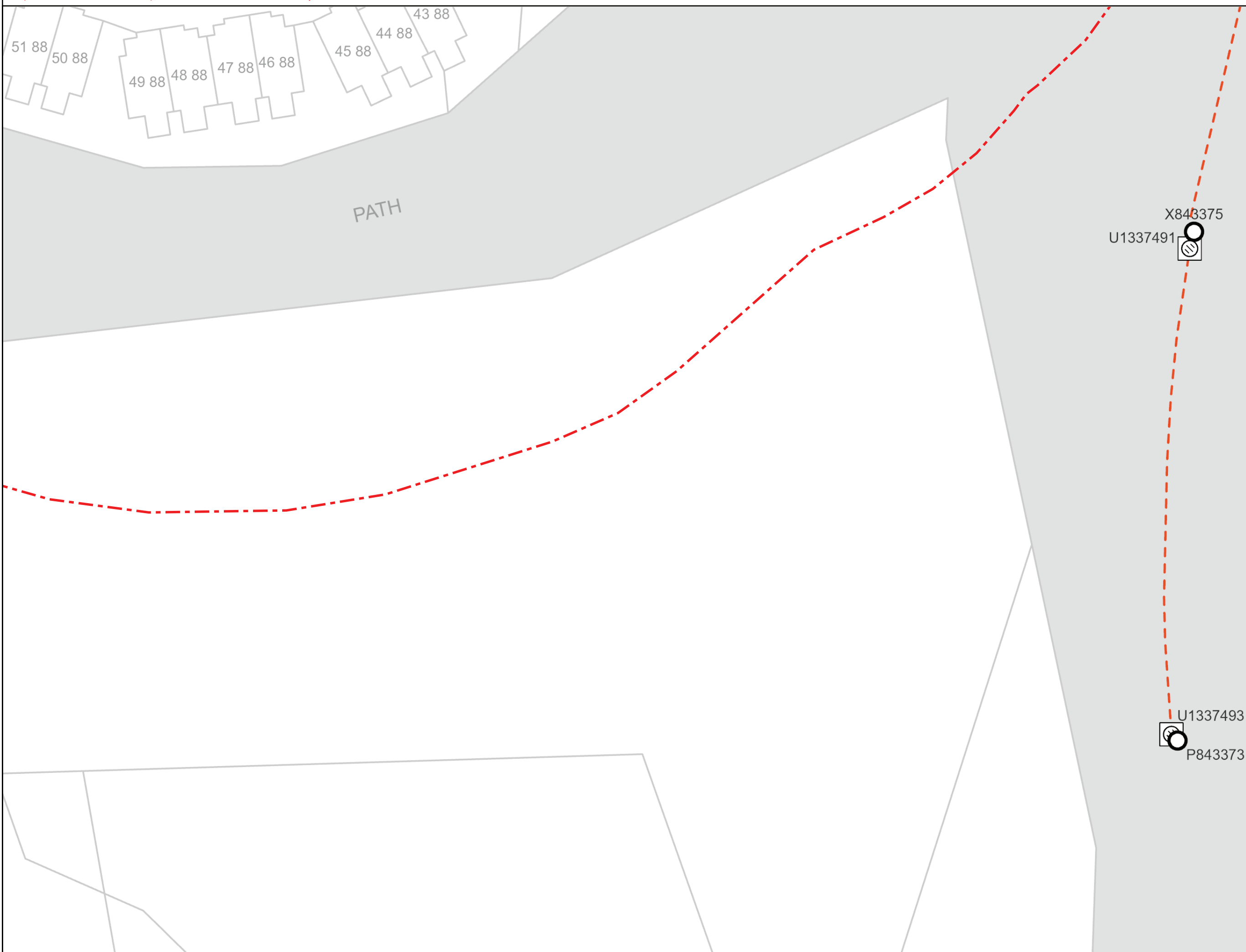
LEGEND

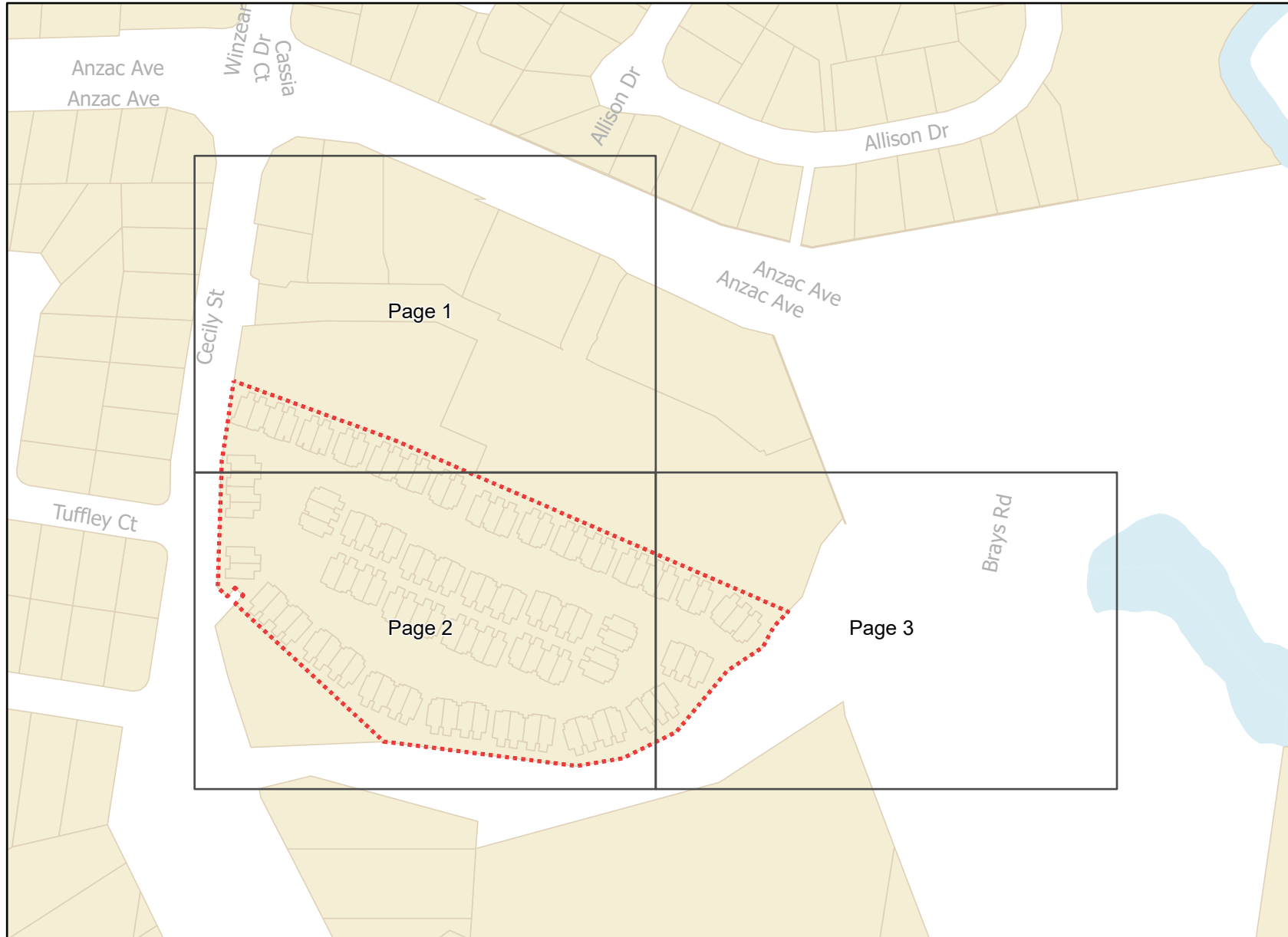
-  Substation
-  Cable Marker
-  Pit
-  Pole
-  Pillar
-  LV Cable (up to 1kV)
-  HV Cable (1kV - <33kV)
-  HV Cable (33kV and over)
-  Pit Boundary
-  Planned Work Area

AS5488 Category "D" Plan



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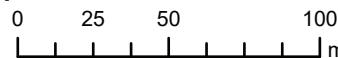


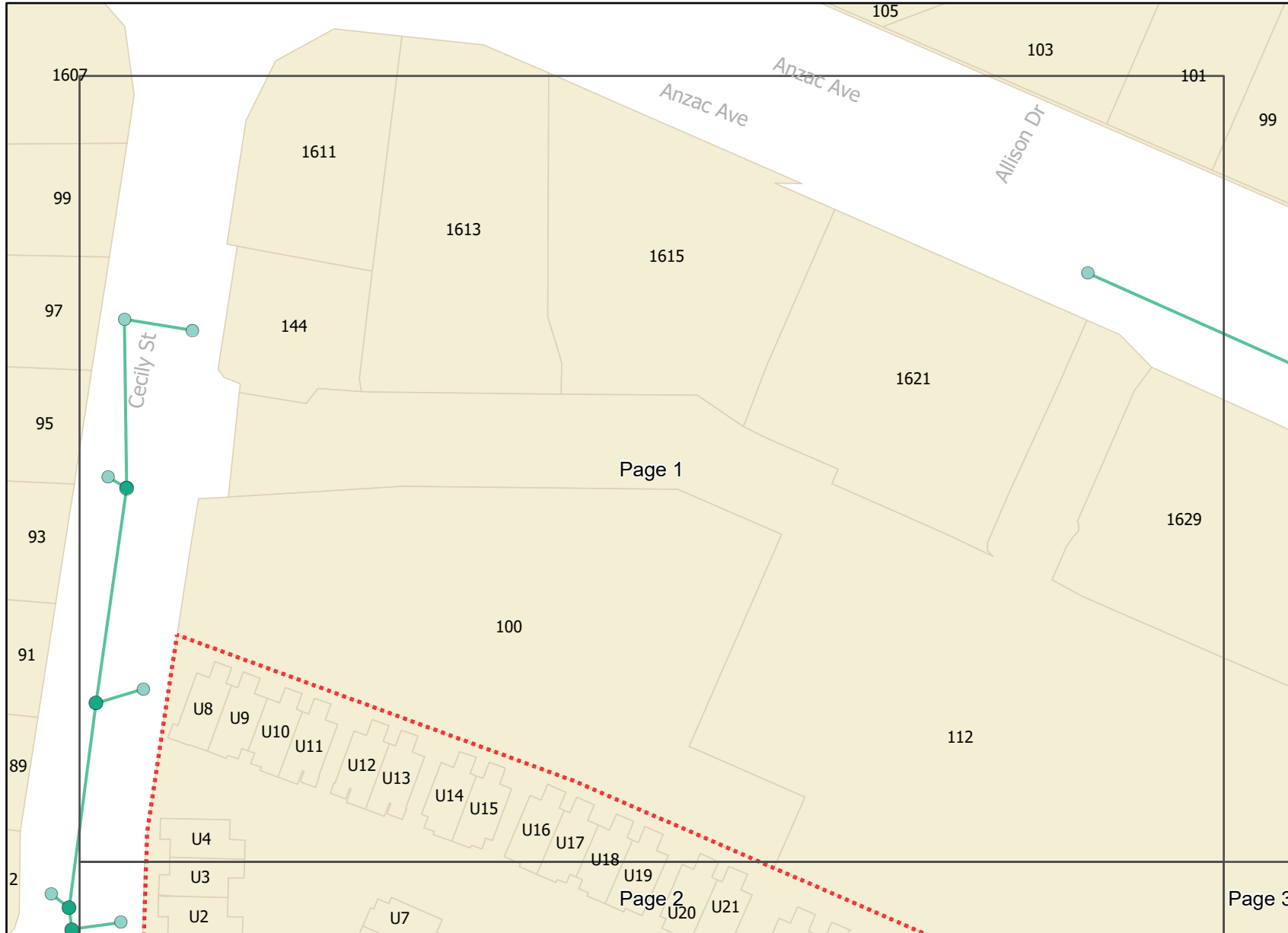


Legend

- BYDA Enquiry
- Detailed map page

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





Legend

- BYDA Enquiry
- Kerb Inlet
- Manhole
- Pipes

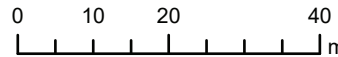
Disclaimer: The Plan is provided in response to a Before You Dig request. While all reasonable care has been taken to ensure the accuracy of the information on this plan, its purpose is to provide a general indication of the location of City Of Moreton Bay infrastructure. The information provided may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

© Moreton Bay Regional Council 2021

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

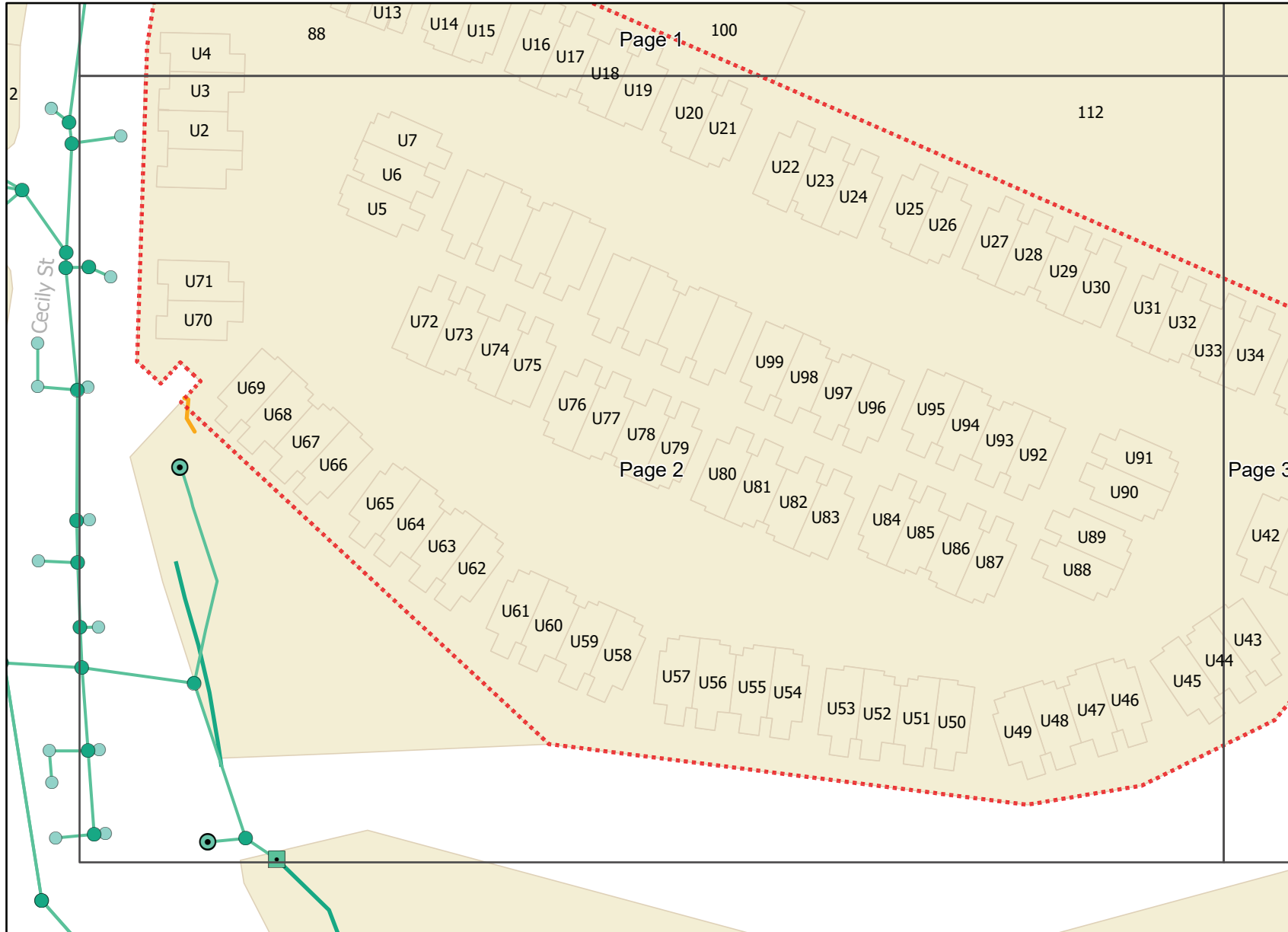
08/04/26 (valid for 30 days)

Plans generated by SmarterWX™ Automate



Scale 1:1,000

Page 3



Legend

- BYDA Enquiry
- Underground Data and Power Conduit
- Field Inlet
- Headwall
- Kerb Inlet
- Manhole
- Channels
- Pipes

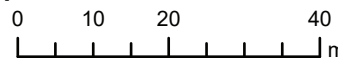
Disclaimer: The Plan is provided in response to a Before You Dig request. While all reasonable care has been taken to ensure the accuracy of the information on this plan, its purpose is to provide a general indication of the location of City Of Moreton Bay infrastructure. The information provided may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

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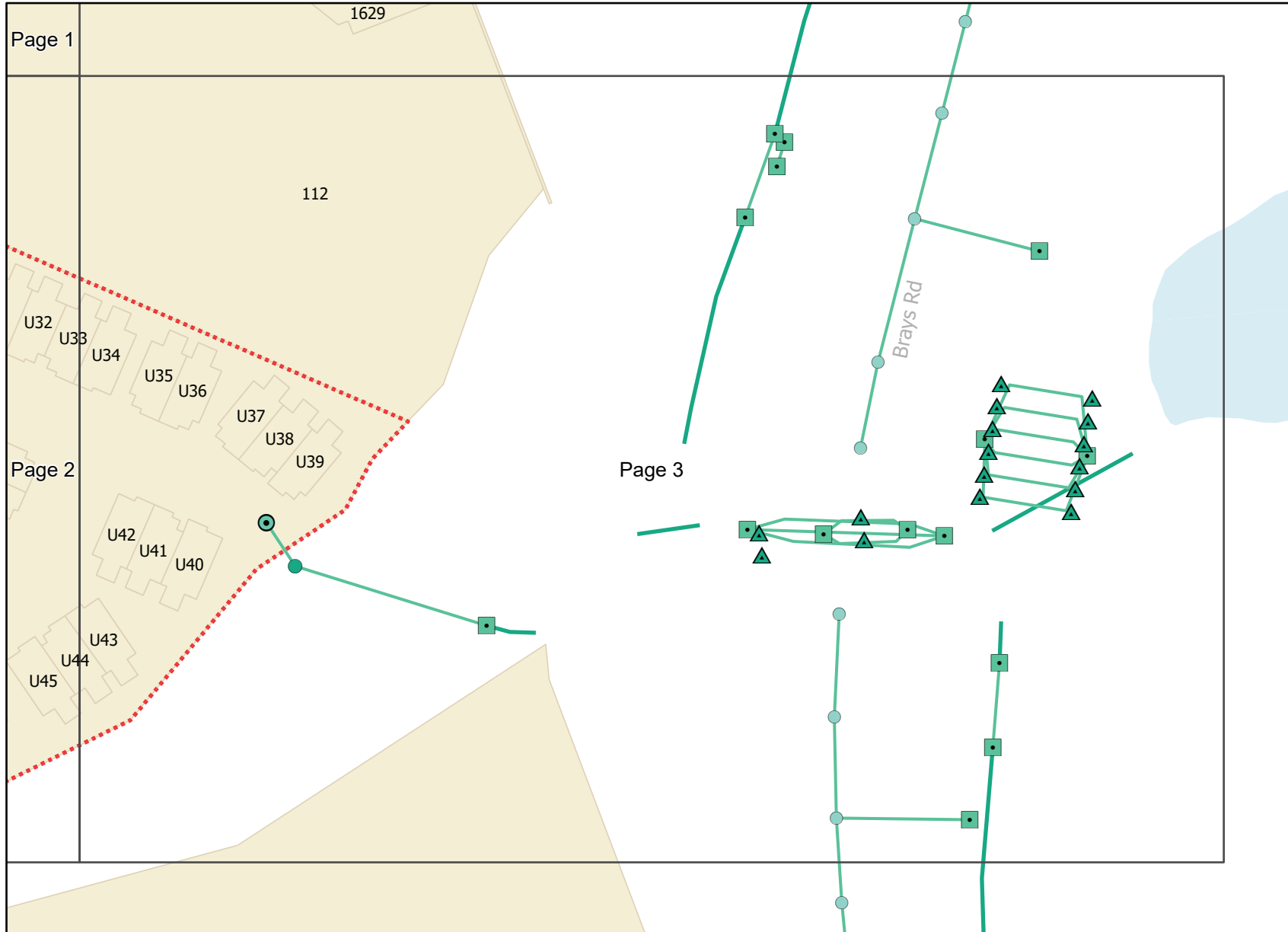
In an emergency contact City Of Moreton Bay on 1300 477 161

08/04/26 (valid for 30 days)

Plans generated by SmarterWX™ Automate



Scale 1:1,000



Legend

- BYDA Enquiry
- Field Inlet
- Headwall
- Kerb Inlet
- Manhole
- Node
- Channels
- Pipes

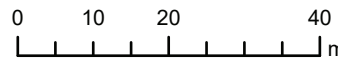
Disclaimer: The Plan is provided in response to a Before You Dig request. While all reasonable care has been taken to ensure the accuracy of the information on this plan, its purpose is to provide a general indication of the location of City Of Moreton Bay infrastructure. The information provided may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

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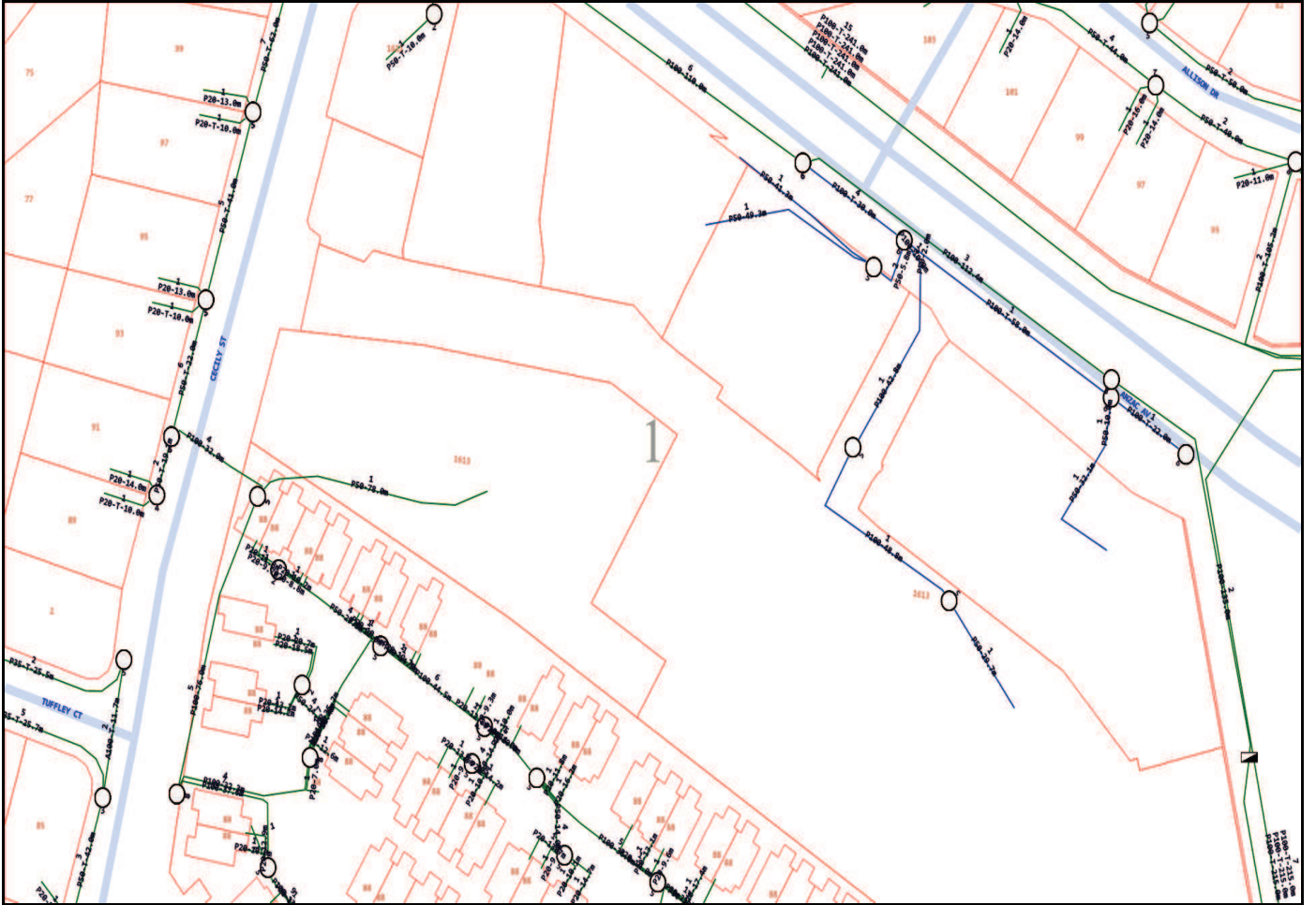
In an emergency contact City Of Moreton Bay on 1300 477 161

08/04/26 (valid for 30 days)

Plans generated by SmarterWX™ Automate



Scale 1:1,000

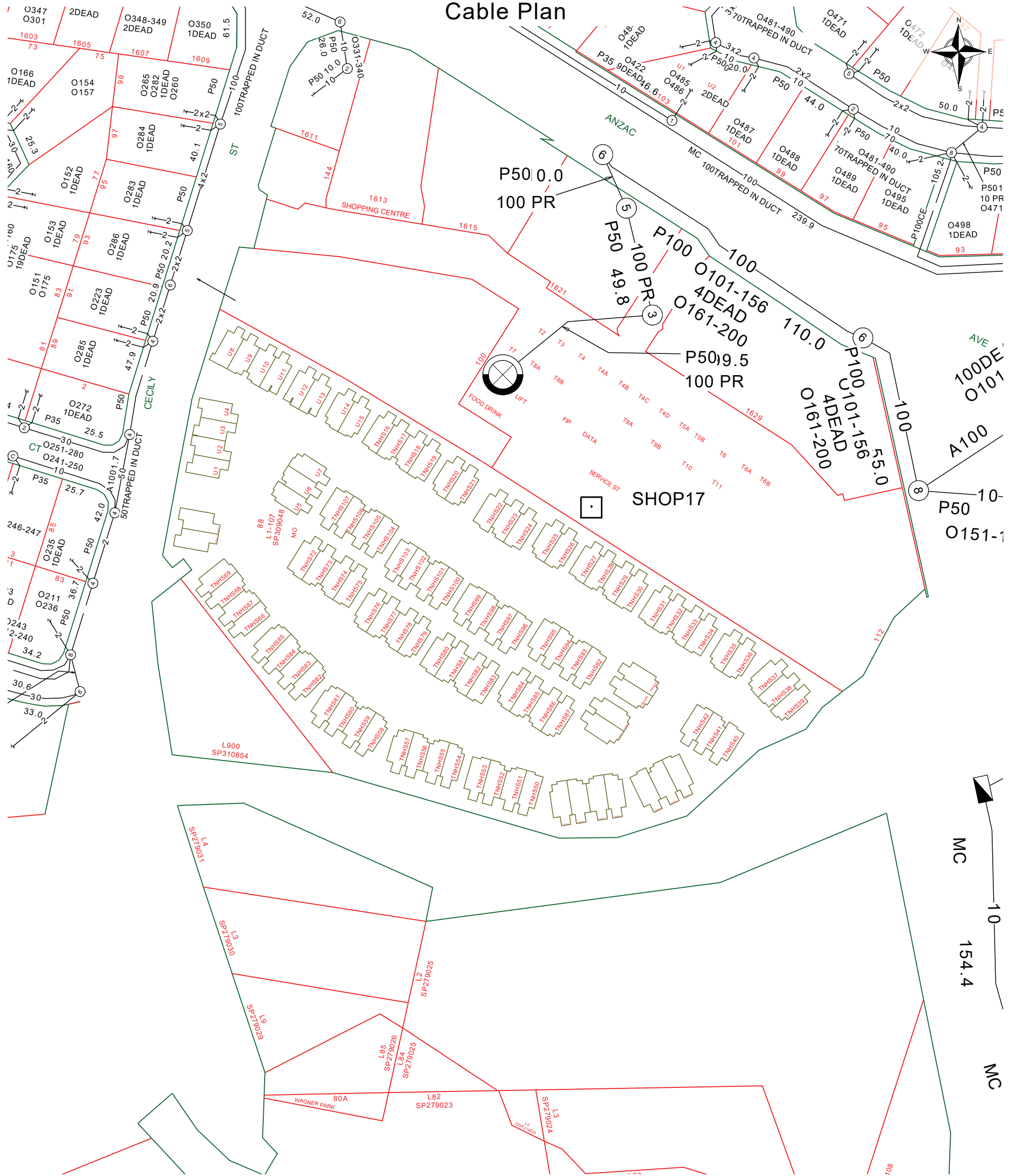




Emergency Contacts

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

Cable Plan



Report Damage: <https://service.telstra.com.au/customer/general/forms/report-damage-to-telstra>
 Ph - 13 22 03
 Email - Telstra.Plans@team.telstra.com
 Planned Services - ph 1800 653 935 (AEST bus hrs only) General Enquiries

Sequence Number: 270942619

TELSTRA LIMITED A.C.N. 086 174 781

Generated On 08/04/2026 13:04:19

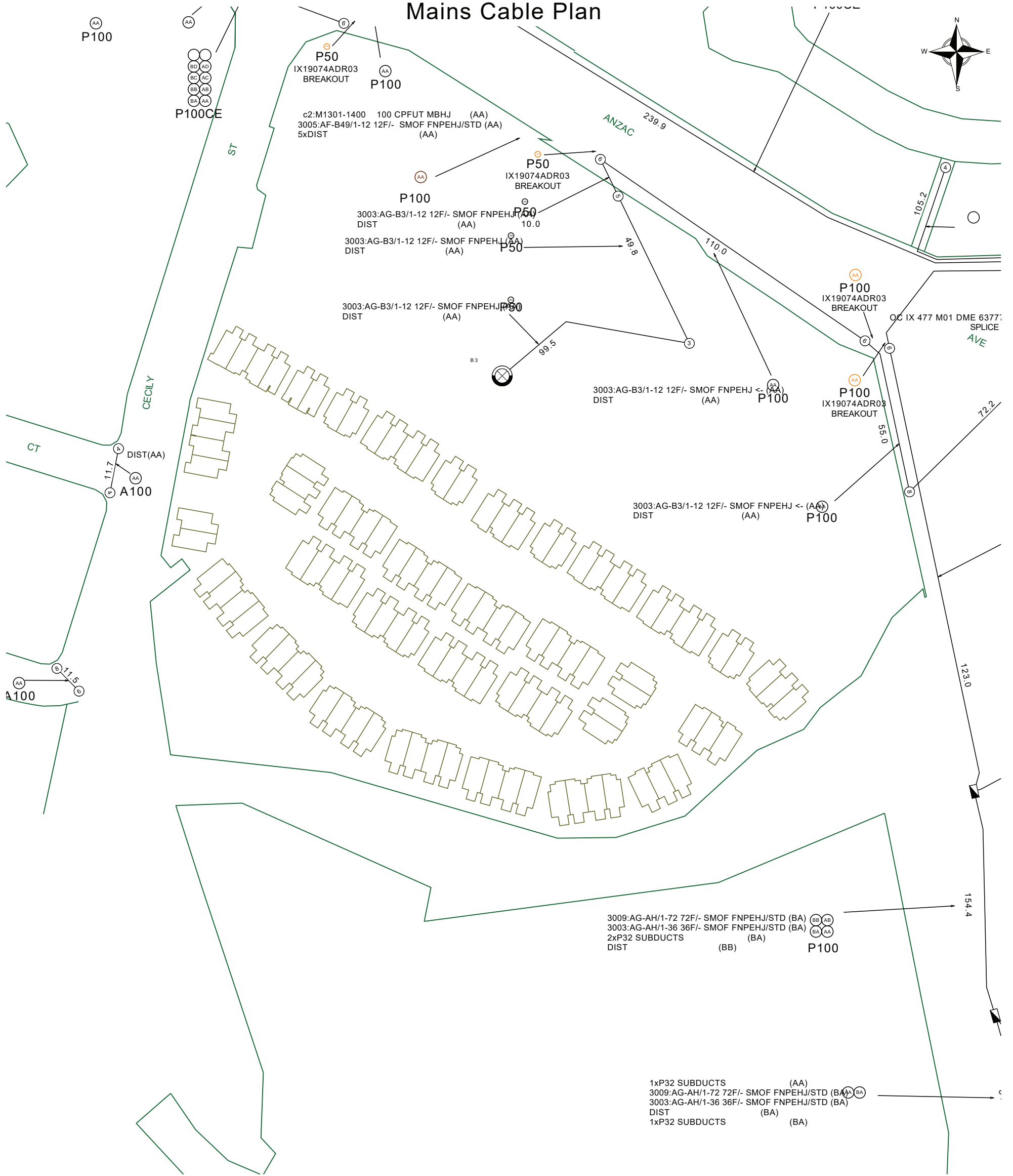
CAUTION: Fibre optic and/ or major network present in plot area. Please read the Duty of Care and contact InfraCo Plan Services should you require any assistance.

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

WARNING
 Telstra plans and location information conform to Quality Level "D" of the Australian Standard AS 5488-Classification of Subsurface Utility Information. As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D. Refer to AS 5488 for further details. The exact position of Telstra assets can only be validated by physically exposing it. Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy. Further on site investigation is required to validate the exact location of Telstra plant prior to commencing construction work. A Certified Locating Organisation is an essential part of the process to validate the exact location of Telstra assets and to ensure the asset is protected during construction works.

See the Steps- Telstra Duty of Care that was provided in the email response.

Mains Cable Plan



Report Damage: <https://service.telstra.com.au/customer/general/forms/report-damage-to-telstra>
 Ph - 13 22 03
 Email - Telstra.Plans@team.telstra.com
 Planned Services - ph 1800 653 935 (AEST bus hrs only) General Enquiries

Sequence Number: 270942619

TELSTRA LIMITED A.C.N. 086 174 781

CAUTION: Fibre optic and/ or major network present in plot area. Please read the Duty of Care and contact InfraCo Plan Services should you require any assistance.

Generated On 08/04/2026 13:04:22

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

WARNING
 Telstra plans and location information conform to Quality Level "D" of the Australian Standard AS 5488-Classification of Subsurface Utility Information. As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D. Refer to AS 5488 for further details. The exact position of Telstra assets can only be validated by physically exposing it. Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy. Further on site investigation is required to validate the exact location of Telstra plant prior to commencing construction work. A Certified Locating Organisation is an essential part of the process to validate the exact location of Telstra assets and to ensure the asset is protected during construction works.

See the Steps- Telstra Duty of Care that was provided in the email response.

UNITYWATER BYDA MAP

Sequence Number: 270942616

Job Number: 52826513

Printed On: 8/04/2026

Emergency Situations
Call Unitywater:
1300 086 489

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

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

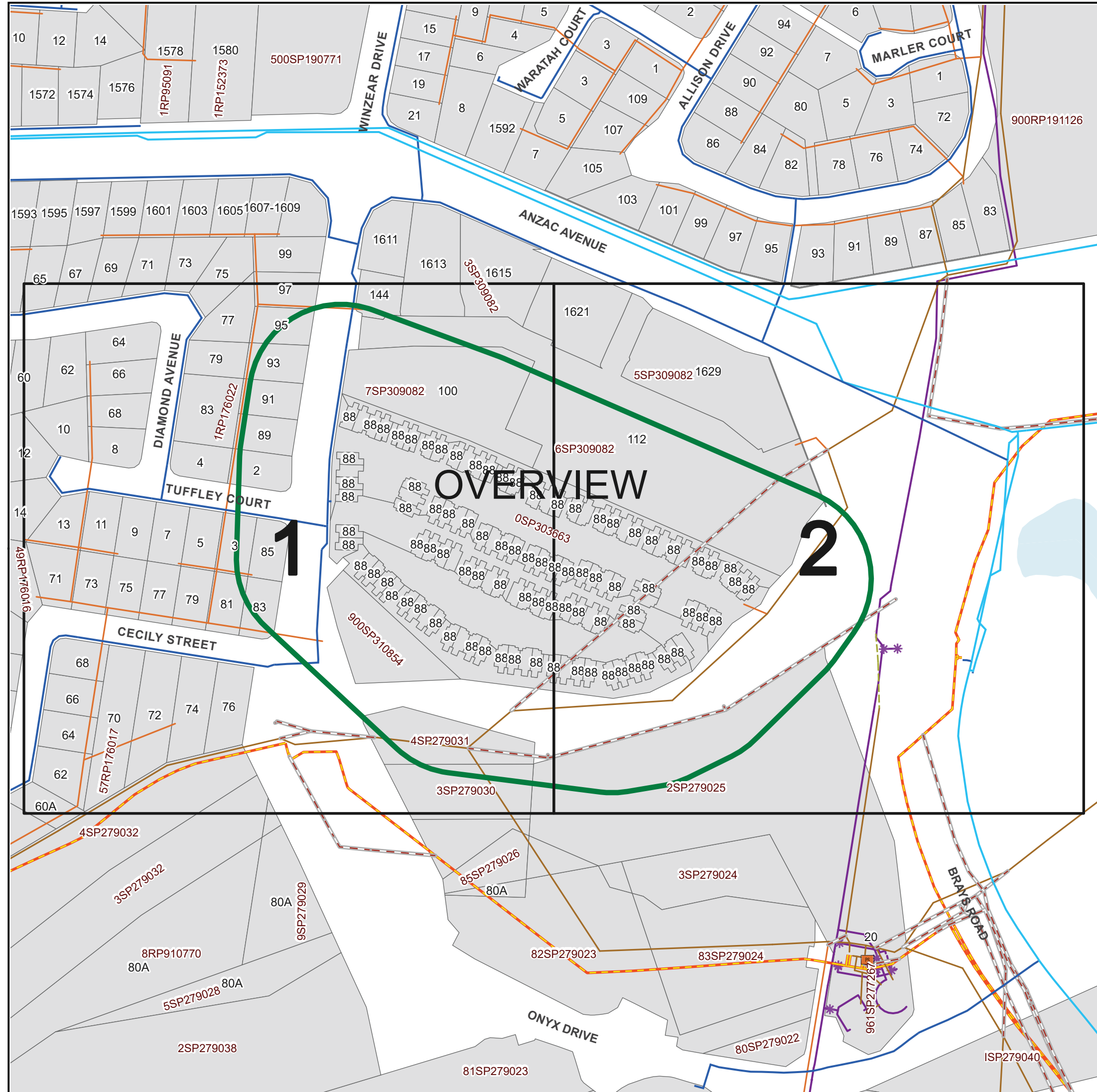
Scale: 1:2051
(If printed at 100%
on A3 size paper)



Before You Dig Australia
PO Box 953
Caboolture QLD 4510

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

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UNITYWATER BYDA MAP

Sequence Number: 270942616

Job Number: 52826513

Printed On: 8/04/2026

Emergency Situations
Call Unitywater:
1300 086 489

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

Legend

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

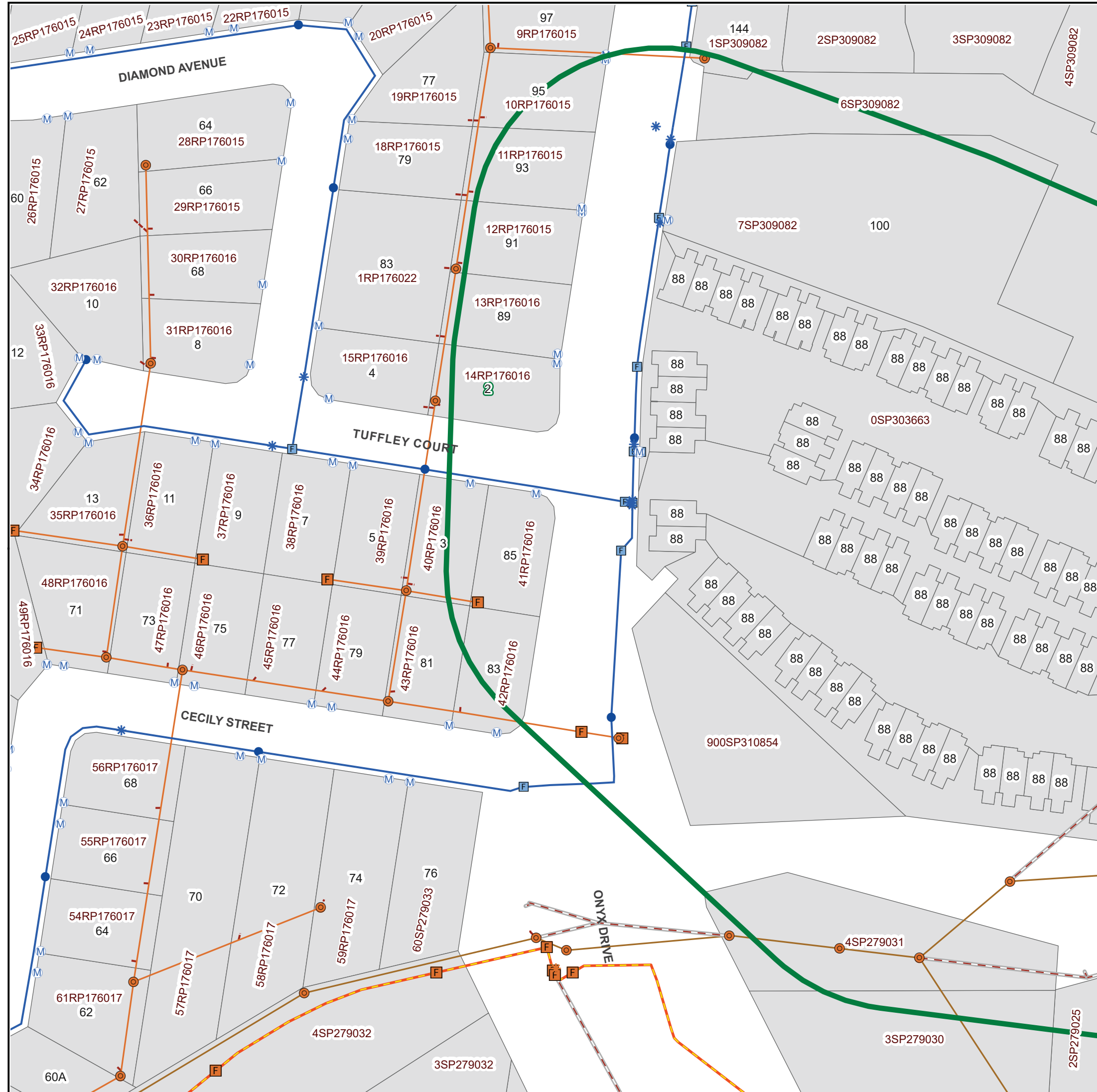
Map Tile: 1
Scale: 1:1000
(If printed at 100%
on A3 size paper)



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UNITYWATER BYDA MAP

Sequence Number: 270942616

Job Number: 52826513

Printed On: 8/04/2026

Emergency Situations
Call Unitywater:
1300 086 489

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

Legend

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

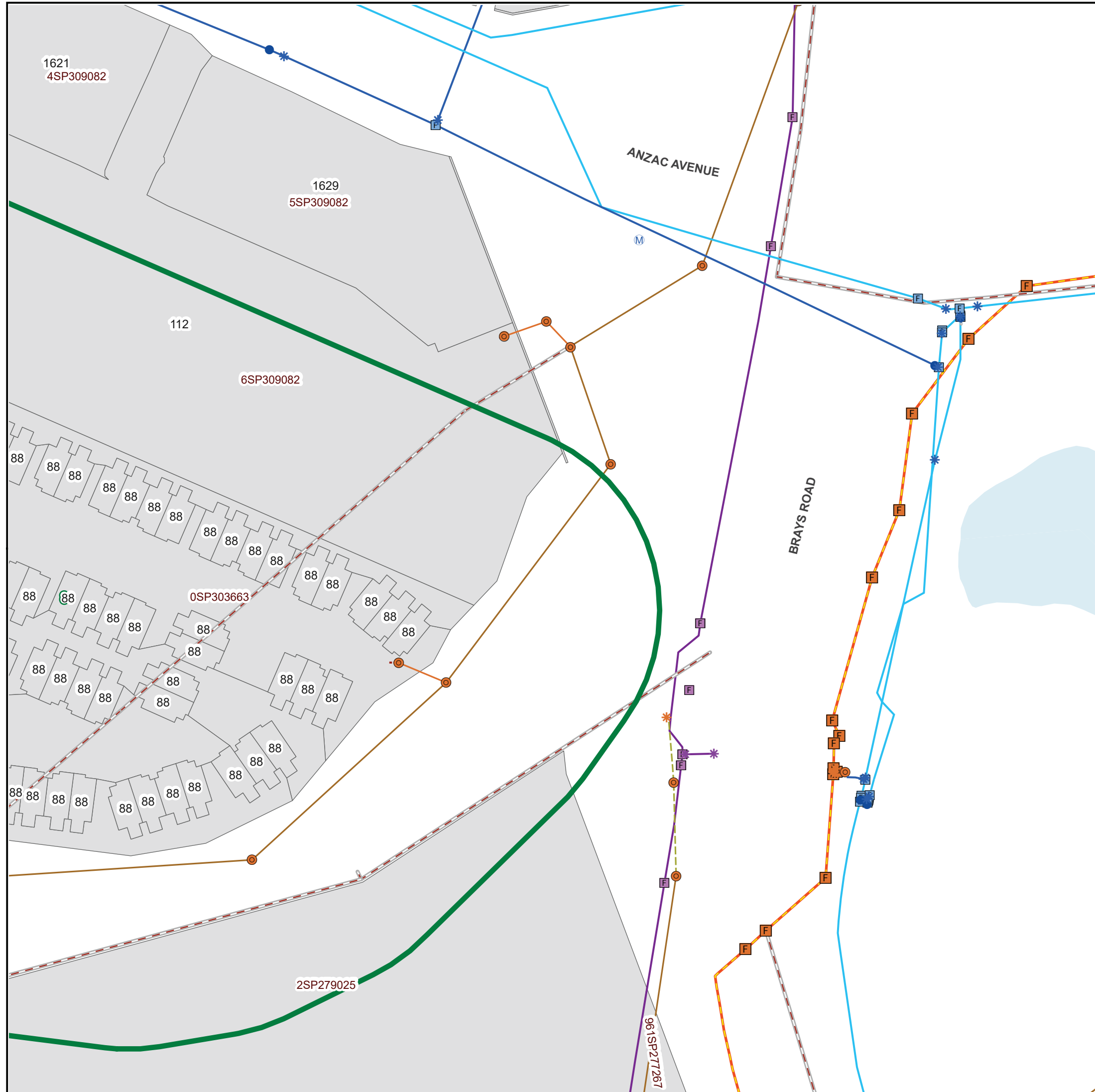
Map Tile: 2
Scale: 1:1000
(If printed at 100%
on A3 size paper)



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PO Box 953
Caboolture QLD 4510

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

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Department of Transport and Main Roads

Property Search - Advice to Applicant

Property Search reference **1006423**

Date: 08/04/2026

Search Request reference: **191066767**

Applicant details

Applicant: Erika Chen

erika@gracehomeconveyancing.com.au

Buyer: not known not known

Search response:

Your request for a property search on Lot 56 on Plan SP309048 at Unit 56 88 Cecily St, Kallangur Qld 4503 has been processed.

At this point in time the Department of Transport and Main Roads has no land requirement from the specified property.

Note:

1. Development proposed on this property may require approval under the Planning Act. This may include referral to the State Assessment and Referral Agency for assessment of the impacts to state transport corridors and infrastructure.
2. New or changed access between this property and a state transport corridor will require approval under the Transport Infrastructure Act.
3. To see what other State Government planning has been identified in your area, please refer to the online DA Mapping system. Refer to the State Transport interests under the SARA layers to identify what interests TMR has in your locality.
< <https://planning.dsdmip.qld.gov.au/maps/sara-da>>
4. Any properties located in proximity to a current or future State transport corridor may be affected by noise. For existing corridors, refer to the online SPP interactive mapping system. Select the Information Purposes and refer to the Transport Infrastructure. If the property is located in a mandatory transport noise corridor then Mandatory Part 4.4 of the Queensland Development Code will apply.
< <https://planning.dsdmip.qld.gov.au/maps/spp>>

Disclaimer:

Any information supplied by this Department of Transport and Main Roads' (TMR) property search is provided on the basis that you will use your own judgement to independently evaluate, assess and verify the information's completeness, suitability, purpose and usefulness.

Without limitation, TMR is under no liability for any negligence, claim, loss or damage (including consequential or indirect loss or lost time, profits, savings, contracts, revenue, interest, business opportunities, goodwill or damage to reputation) however caused (whether by negligence or otherwise) that may be suffered or incurred or that may arise directly or indirectly out of any act or omission on its part in connection with the use and reliance upon, and the provision of this property search, including loss or damage caused by any delays in providing this property search to the party who requested the information or any errors, misdescriptions, incompleteness and inaccuracies in the information. TMR excludes all warranties, representations, terms, conditions and undertaking in respect of the completeness, quality, accuracy, suitability or fitness of the information contained in this property search for your purpose. You acknowledge that the information provided is indicative only and may be subject to change.

Privacy Statement:

The personal information collected on this property search is required to enable TMR to communicate with you regarding your enquiry. The information recorded will not be disclosed to a third party without your consent or unless required or authorised to do so by law.



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

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

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

Transaction ID: 51138245 EMR Site Id: 08 April 2026
Cheque Number:
Client Reference:

This response relates to a search request received for the site:
Lot: 56 Plan: SP309048
56/88 CECILY ST
KALLANGUR

EMR RESULT

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

CLR RESULT

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

ADDITIONAL ADVICE

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

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

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

Administering Authority

Case types / [Tree and fence disputes](#) / [Tree orders register](#)

Tree orders register

The tree orders register shows orders affecting land made under the Neighbourhood Dispute (Dividing Fences and Trees) Act 2011, including who is responsible for carrying out the order and the timeframe.

You can search for a tree order by entering a suburb, street name, order name (e.g. NDR019) or the name of the applicant or respondent in the matter.

The tree orders register shows orders affecting land made under the *Neighbourhood Dispute (Dividing Fences and Trees) Act 2011*, including who is responsible for carrying out the order and the timeframe.

Orders are added to the register within 14 days of the order being made. The tree register does not list tree dispute applications or pending proceedings. To identify existing applications, you can request a [search of the register of proceedings](#).

No results found.

Search for

Date of order	Order	Address
19/03/2026	NDR073-24 (PDF, 120.2 KB)	74 Cardigan Street GRANVILLE QLD 4650
19/03/2026	NDR086-24 (PDF, 115.7 KB)	12 Alkina Street KENMORE QLD 4069
18/03/2026	NDR216-24 (PDF, 94.6 KB)	4A Kerenjon Avenue BUDERIM QLD 4556
17/03/2026	NDR017-24 (PDF, 150.2 KB)	39 Orme Road Buderim QLD 4556
09/03/2026	NDR112-24 (PDF, 88.7 KB)	39 Cockatoo Crescent Poona QLD 4650
05/03/2026	NDR171-23 (PDF, 166.2 KB)	96 Island Street CLEVELAND QLD 4163
05/03/2026	NDR172-23 (PDF, 956.8 KB)	1-5 Jacana Close BAYVIEW HEIGHTS QLD 4868
27/02/2026	NDR055-25 (PDF, 202.8 KB)	81-83 Costain Street GOLDSBOROUGH QLD 4865
27/02/2026	NDR064-24 (PDF, 95.3 KB)	243 O'Shea Esplanade MACHANS BEACH QLD 4878

Queensland Heritage Act 1992
Section 33(1)(b) Certificate of Affect

Certificate number:	COA-001563	Result number	1 of 1
Date of issue:	08-Apr-2026	Receipt No:	6980108
Client Reference	HG-26/11580		
Requested by:	InfoTrack PTY LTD PO Box 10314, Adelaide Street Brisbane QLD 4001 qldsearching@infotrack.com.au 30404010		

This is a certificate issued under section 33(1)(b) of the *Queensland Heritage Act 1992* (Heritage Act) as to whether a place or area is affected by: entry in the Queensland Heritage Register (QHR) as a State heritage place or protected area, a heritage agreement, a current QHR application, or is excluded from entry in the QHR.

RESULT

This response certifies that the place identified as:

Place Ref: None

Place Name: None

Lot: 56 Plan: SP309048

Located at:

is neither on the QHR nor the subject of a QHR application under the Heritage Act.

ADDITIONAL ADVICE

Note: This certificate is valid at the date of issue only

If you have any queries in relation to this search, please contact the Planning and Heritage Branch on 13 QGOV (137 468) or heritage@detsi.qld.gov.au.

Issued by the Chief Executive's delegate under the *Queensland Heritage Act 1992*

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:

PSC0290554

2. Location of the swimming pool

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

Street address:

88 CECILY St

KALLANGUR QLD

Postcode

4

5

0

3

Lot and plan details:

902/SP/303592

Local government area:

MORETON BAY REGIONAL

3. Exemptions, Performance solutions, or Special conditions for the swimming pool (If applicable)

If an exemption or performance 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 performance 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 performance solution applies

4. Pool properties

Shared pool

Non-shared pool

Number of pools

1

5. Pool safety certificate validity

Effective date:

0 9 / 0 4 / 2 0 2 6

Expiry date:

0 9 / 0 4 / 2 0 2 7

6. Certification

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

Name:

Cameron David COWARD

Pool safety inspector licence number:

PS100455

Signature:



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

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

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

Privacy statement

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

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

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

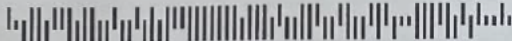
Rate notice

Customer Service Centres
 Caboolture - 2 Hasking Street, Caboolture
 Redcliffe - 1 Irene Street, Redcliffe
 Strathpine - 220 Gympie Road, Strathpine

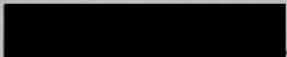
Postal Address
 PO Box 159
 CABOOLTURE QLD 4510

Customer Service
 Ph: 1300 522 192

ABN: 92 967 232 136
www.moretonbay.qld.gov.au



P005MBCRAT20_A4MA10/E-2433/S-2621/A-5241/013
 Hayley Crowe & Neil M Crowe



*Paid
9/2/26*

Rate notice summary	
Issue date: 12 January 2026	
Your last bill	\$586.40
Payments / adjustments	\$-586.40
Opening balance	\$0.00
New rates and charges	\$586.40
Total due	\$586.40
Due date	11 Feb 2026

This information was prepared on 31 December 2025 for the period 01 January 2026 to 31 March 2026

Property number: 1697332

Property location:
 Unit 56 88 Cecily Street
 KALLANGUR QLD 4503

Property description: Lot 56 SP 309048

Valuation: \$44,860

Rating category: General Rate - Category U5N (Residential Units CTS Non Owner Occupied)

If you have established a flexible payment plan, your scheduled amount will continue to be debited as arranged.

To view or change an existing flexible payment plan, or to set up a new plan, please visit payble.moretonbay.qld.gov.au

Go paperless!
 Receive your rates and reminders via email



Easy



Convenient



Sustainable

A \$2.50 paper notice fee will apply to all quarterly rate notices* received by post.



To register now scan the QR code or visit moretonbay.qld.gov.au/eRates.

*Ratepayers who receive a Council pensioner rebate or self-funded retiree rebate will be exempt from the fee for the rate notice issued for their principal place of residence.

Easy ways to pay



BPAY
 Biller code: 339457
 Reference number: 50 1828 2010 1697 3324



Pay in-store at Australia Post



*2471 501828201016973324



PHONE
 Call (07) 3480 6349 (Mastercard and Visa only)
 Reference number: 50 1828 2010 1697 3324



IN PERSON
 Pay at any of Council's Customer Service Centres
 Mon to Fri 8.30am – 5pm



ONLINE
 Scan the QR code or visit
www.moretonbay.qld.gov.au/pay-your-rates
 Reference number: 50 1828 2010 1697 3324



MAIL
 Send your payment and remittance slip to:
 Moreton Bay City Council
 PO Box 159
 CABOOLTURE QLD 4510

If you are having difficulty paying, please call Council as soon as possible so we can assist you in setting up a payment plan schedule or visit www.moretonbay.qld.gov.au/rates

Activity since last bill

Last bill	\$586.40
Payment / adjustments	
21-Oct-2025 Payment Received Thank You	-\$586.40
Account balance	\$0.00 A

New charges

Council rates and charges

Description	Amount
General Rate - Category U5N (Residential Units CTS Non Owner Occupied) (Minimum General Rate Applied)	\$390.75
City Infrastructure Charge (104.00 [Fixed Amount]) / 4 [Bills per year]	\$26.00
City Environment Charge (26.00 [Fixed Amount]) / 4 [Bills per year]	\$6.50
Garbage Charge - Residential (240L refuse / 240L recycling) (1 [Number of Domestic Bin Units] * 391.00 [Unit Rate]) / 4 [Bills per year]	\$97.75
Paper Notice Fee (\$2.50 per quarter)	\$2.50
Total Council rates and charges	\$523.50

State Government charges

Description	Amount
Emergency Management Levy - Group 2A	\$62.90
Total State Government charges	\$62.90
Total new charges	\$586.40 B

A + **B** = Total due

State Government Waste Levy

- Council will pay an estimated \$24,400,000 in waste levy payments to the Queensland Government during 2025/26 for household waste to landfill.
- The Queensland Government waste levy for general waste has increased to \$125 per tonne.
- The Queensland Government has paid an amount of \$14,810,305 in the 2025/26 Financial Year to Council to mitigate the impact of the Queensland Waste Levy on households. This will only partially cover the expected cost of the waste levy for household waste in 2025/26.
- Council's Waste Management Utility and Special Charges cover costs associated with managing waste in the City of Moreton Bay, including the gap between the Queensland Government levy charged to Council and the partial rebate received by Council.

Important information

Interest

From 1 July 2025 to 30 June 2026 interest charges of 8% per annum, compounding daily, will apply to any amount not paid by the due date.

Valuations

The valuation used for rating purposes is provided by the Department of Natural Resources and Mines, Manufacturing and Regional and Rural Development. For further information about the valuation that has been applied to your property visit: www.resources.qld.gov.au/land-property

Rebates

Rebates may be available to eligible pensioners and self funded retirees. Please visit www.moretonbay.qld.gov.au or contact Council for more information.

Translating and Interpreting Services



If you require an interpreter, please call TIS National on 131450.



Help for people with hearing or speech difficulties Contact Moreton Bay City Council through the National Relay Service (NRS). For more information, visit the NRS website to choose your preferred access point; or call the NRS Helpdesk on 1800 555 660 or text 0416 001 350 for assistance.

P005MBCRAT20_A4MAY10/E-2463/S-2621/15242



Payment remittance slip

Please send this remittance slip with your cheque/money order payable to:

Moreton Bay City Council
PO Box 159
CABOOLTURE QLD 4510

Property Number: 1697332
Property Location: Unit 56 88 Cecily Street KALLANGUR QLD 4503

Barcode:



*2471 501828201016973324

Payment Amount: \$586.40



Mr N M & Mrs H Crowe

WATER AND SEWERAGE YOUR BILL

1300 086 489
Emergencies and faults 24 Hours, 7 days
Account enquiries 8am-5pm Mon-Fri

unitywater.com
ABN 89 791 717 472

Account number	100025862
Payment reference	1000 2586 22
Property	Unit 56/88 Cecily St, KALLANGUR, QLD

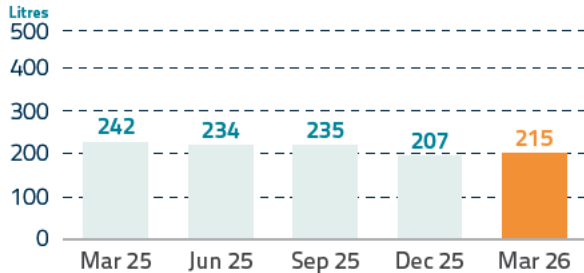
Bill number	7128498364
Billing period	11 Dec 2025 93 days to 13 Mar 2026
Issue date	17 Mar 2026
Approximate date of next meter reading	9 Jun 2026

Your account activity

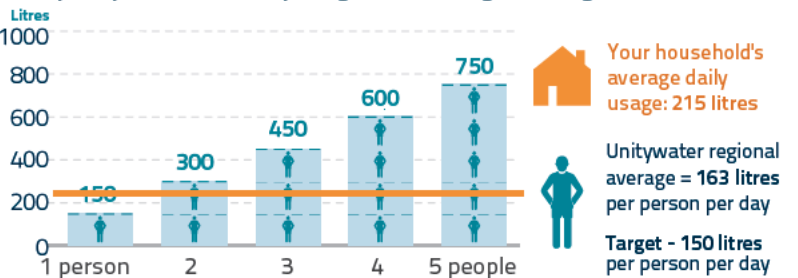
Your last bill \$377.85	-	Payments/ adjustments \$377.85	=	Balance \$0.00	+	New charges \$385.94	=	Total due \$385.94
								Due date 20 Apr 2026

8% interest per annum, compounding daily, will apply to any amount not paid by the due date.

Compare your average daily usage over time



Compare your current daily usage with our regional target of 150 litres



What does *your water* bill pay for?

Your investment in safe and reliable water and wastewater services.

Learn more at unitywater.com/yourwaterbill



Easy ways to pay For other payment options - see over



BPAY*
Billers Code: 130393
Ref: 1000 2586 22
Contact your bank or financial institution to pay from your cheque, savings, debit, credit card or transaction account.
Find out more at bpay.com.au
© Registered to BPAY Pty Ltd ABN 69 079 137 518



Direct Debit
Login to My Account at unitywater.com to set up automatic payments from your bank account or credit card or call us for assistance.

SmoothPay

Smooth out your bill payments across the year with regular fortnightly or monthly payments, interest free.
Find out more at unitywater.com/smoothpay



1300 086 489
Account enquiries

8am-5pm Mon-Fri

Your account details

Water meter details 1 kilolitre (kL) = 1000 litres (L)

Meter ID	Previous read date	Previous reading (kL)	Current read date	Current reading (kL)	Usage (kL)	No. of days	Average daily usage (L)
UT2512479W	10 Dec 25	4	13 Mar 26	24	20	93	215.1
Total water usage					20	93	215.1
Total sewerage usage (waste and greywater) = 90% of water usage					18.00	93	193.5

Activity since last bill

Last bill	\$377.85
Payments / adjustments	
30 Jan 2026 CBA BPAY BPAY 30/01/2026	-\$377.85
Account balance	\$0.00 ¹

Water and Sewerage Charges

Lot 56 Plan SP309048 Installation ID 223164345733

State Bulk Water Price	Period	kL/day	x Days	x Price/kL	
State Govt Bulk Water	11 Dec 25 to 13 Mar 26	0.2151	93	\$3.517	\$70.34

This is how much Unitywater pays to purchase water from the State Government, and is passed on to customers at cost.

Unitywater (local government distributor-retailer price)

Variable Usage Charges	Period	kL/day	x Days	x Price/kL	
Water up to 822 L/day	11 Dec 25 to 13 Mar 26	0.2151	93	\$0.787	\$15.74
Sewerage up to 740 L/day	11 Dec 25 to 13 Mar 26	0.1935	93	\$0.787	\$14.17
Fixed Access Charges	Period	x No.	x Days	x Price/day	
Water Access 20mm	11 Dec 25 to 13 Mar 26	1	93	\$1.025	\$95.32
Sewerage Access	11 Dec 25 to 13 Mar 26	1	93	\$2.047	\$190.37
Water subtotal					\$181.40
Sewerage subtotal					\$204.54

New water and sewerage charges **\$385.94** ²

Total Due = 1 + 2 **\$385.94**

Important information

Payment assistance
If you are having difficulty paying, please call Unitywater as soon as you receive your bill and before its due date to discuss how we can help.

Changing contact details
Login to My Account at unitywater.com for quick, easy changes online 24/7 or call us during business hours.

Pensioners
If you own and live at your property and have an eligible concession card, you may apply for a pensioner rebate. Please call Unitywater or fill out our easy online form at unitywater.com/pensioner

Credit card payments
Only MasterCard and Visa are accepted. A credit card surcharge may apply to your payment. Learn more at unitywater.com/creditcard

Interest on overdue amounts
Interest of 8% per annum, compounding daily, will apply to any amount not paid by the due date.

Water efficiency
For water efficiency tips, visit unitywater.com/water-tips

Interpreter service 13 14 50

当您需要口译员时，请致电 13 14 50。
اتصل على الرقم 13 14 50 عندما تكون بحاجة إلى مترجم فوري.
Khi bạn cần thông ngôn, xin gọi số 13 14 50
통역사가 필요하시면 13 14 50 으로 연락하십시오.
Cuando necesite un intérprete llame al 13 14 50

Privacy policy
We've updated our privacy policy so that we can deliver improved services with trusted partners. Visit unitywater.com/privacy

International calls
+ 61 7 5431 8333

unitywater.com
PO Box 953
Caboolture QLD 4510
1300 086 489

More payment options



Credit card by phone or online
To make a one-off credit card (Visa or MasterCard only) payment call 1300 047 763 or go to unitywater.com. A credit card surcharge may apply.
Ref: 1000 2586 22



Cheques by mail
Send this portion with your cheque payable to: Unitywater, Locked Bag 2, Maroochydore BC QLD 4558



In person, by phone or online
Billpay Code: 4028
Ref: 1000 2586 22
Pay in person at any post office, call 13 18 16, or go to postbillpay.com.au



*4028 1000258622 00038594

Account number	100025862
Payment reference	1000 2586 22
Total due	\$385.94
Due date	20 Apr 2026

QUEENSLAND TITLES REGISTRY PTY LTD
08/04/2026 14:36
Request No: 55689426

AUTOMATED TITLES SYSTEM
COMMUNITY TITLES SCHEME SEARCH STATEMENT
ENE470

Title	Lot	Plan
51227972	91	SP 303682
51227973	92	SP 303682
51227974	93	SP 303682
51227975	94	SP 303682
51227976	95	SP 303682
51227977	96	SP 303682
51227978	97	SP 303682
51227979	98	SP 303682
51227980	99	SP 303682
51227981	100	SP 303682
51227982	101	SP 303682
51227983	102	SP 303682
51227984	103	SP 303682
51227985	104	SP 303682
51227986	105	SP 303682
51227987	106	SP 303682
51227988	107	SP 303682
51260558	43	SP 309048
51260559	44	SP 309048
51260560	45	SP 309048
51260561	46	SP 309048
51260562	47	SP 309048
51260563	48	SP 309048
51260564	49	SP 309048
51260565	50	SP 309048
51260566	51	SP 309048
51260567	52	SP 309048
51260568	53	SP 309048
51260569	54	SP 309048
51260570	55	SP 309048
51260571	56	SP 309048
51260572	57	SP 309048
51260573	58	SP 309048
51260574	59	SP 309048
51260575	60	SP 309048
51260576	61	SP 309048
51260577	62	SP 309048
51260578	63	SP 309048
51260579	64	SP 309048
51260580	65	SP 309048
51260581	66	SP 309048
51260582	67	SP 309048
51260583	68	SP 309048
51260584	69	SP 309048
51260585	70	SP 309048
51260586	71	SP 309048
51260587	72	SP 309048
51260588	73	SP 309048
51260589	74	SP 309048
51260590	75	SP 309048
51260591	76	SP 309048

08/04/2026 14:36

COMMUNITY TITLES SCHEME SEARCH STATEMENT

Request No: 55689426

Title	Lot	Plan
51260592	77	SP 309048
51260593	78	SP 309048
51260594	79	SP 309048
51260595	80	SP 309048
51260596	81	SP 309048
51260597	82	SP 309048
51260598	83	SP 309048
51260599	84	SP 309048
51260600	85	SP 309048
51260601	86	SP 309048
51260602	87	SP 309048
51260603	88	SP 309048
51260604	89	SP 309048

COMMUNITY MANAGEMENT STATEMENT Dealing No: 721024925

** End of CMS Search Statement **

COPYRIGHT QUEENSLAND TITLES REGISTRY PTY LTD [2026]

Requested By: D-ENQ INFOTRACK PTY LIMITED

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

GENERAL REQUEST

FORM 14 Version 4
Page 1 of 1

Duty Imprint

721024925
EF 470 \$96.00
18/08/2021 15:28:33

Sealing Number

OFFICE USE ONLY

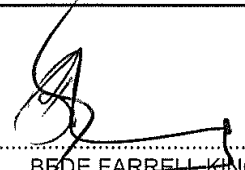
This form is authorised by legislation and is used to maintain publicly searchable records. For more information see the Department's website.

1. Nature of request REQUEST TO RECORD NEW COMMUNITY MANAGEMENT STATEMENT FOR LINX RESIDENCES COMMUNITY TITLES SCHEME 53607	Lodger (Name, address, E-mail & phone number) TOBIN KING LATEEF 10/217 GEORGE STREET BRISBANE QLD 4000 admin@tobinking.com.au 07 3224 3000	Lodger Code BE218A
2. Lot on Plan Description COMMON PROPERTY OF LINX RESIDENCES COMMUNITY TITLES SCHEME 53607	Title Reference 51217803	
3. Registered Proprietor/State Lessee BODY CORPORATE FOR LINX RESIDENCES COMMUNITY TITLES SCHEME 53607		
4. Interest FEE SIMPLE		
5. Applicant BODY CORPORATE FOR LINX RESIDENCES COMMUNITY TITLES SCHEME 53607		

6. Request
I hereby request that: the New Community Management Statement deposited herewith which amends Schedules A, B, D, E, Annexure A and Annexure B of the existing Community Management Statement be recorded as the Community Management Statement for the LINX RESIDENCES COMMUNITY TITLES SCHEME 53607

7. Execution by applicant

18/8/2021



Execution Date Bebe Farrell King, SOLICITOR
Applicant's or Solicitor's Signature

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

NEW COMMUNITY MANAGEMENT STATEMENT

53607

BE LODGED TOGETHER WITH THIS STATEMENT AS A PART OF THE INITIAL REQUEST AND IN THE CASE OF A NEW STATEMENT MUST BE LODGED WITHIN THREE (3) MONTHS OF THE DATE OF CONSENT BY THE BODY CORPORATE

This statement incorporates and must include the following:

Office use only
CMS LABEL NUMBER

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

1. Name of community titles scheme Linx Residences Community Titles Scheme 53607	2. Regulation module Accommodation Module
--	---

3. Name of body corporate
Body Corporate for Linx Residences Community Titles Scheme 53607

4. Scheme land	Title Reference
Lot on Plan Description Lots 1 to 15 on SP 303663	51217804 to 51217818
Lots 16 to 42, 90 to 107 on SP 303682	51227944 to 51227988
Lot 43 to 89 on SP 309048	To issue from 51227989
Common Property of Linx Residences CTS 53607	51217803

5. #Name and address of original owner n/a	6. Reference to plan lodged with this statement SP 309048
--	---

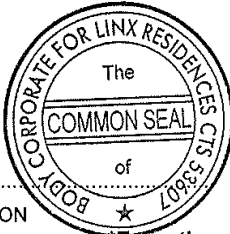
first community management statement only

7. Local Government community management statement notation
..... signed
Not Applicable pursuant to Section 60(6) of BCCM Act 1997 name and designation
..... name of Local Government

8. Execution by original owner/Consent of body corporate

11, 08 & 21
Execution Date

MSA
.....
MICHAEL MCMILLAN, CHAIRPERSON



Execution

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

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
1 on SP 303663	1	1
2 on SP 303663	1	1
3 on SP 303663	1	1
4 on SP 303663	1	1
5 on SP 303663	1	1
6 on SP 303663	1	1
7 on SP 303663	1	1
8 on SP 303663	1	1
9 on SP 303663	1	1
10 on SP 303663	1	1
11 on SP 303663	1	1
12 on SP 303663	1	1
13 on SP 303663	1	1
14 on SP 303663	1	1
15 on SP 303663	1	1
16 on SP 303682	1	1
17 on SP 303682	1	1
18 on SP 303682	1	1
19 on SP 303682	1	1
20 on SP 303682	1	1
21 on SP 303682	1	1
22 on SP 303682	1	1
23 on SP 303682	1	1
24 on SP 303682	1	1
25 on SP 303682	1	1
26 on SP 303682	1	1
27 on SP 303682	1	1
28 on SP 303682	1	1
29 on SP 303682	1	1
30 on SP 303682	1	1
31 on SP 303682	1	1
32 on SP 303682	1	1
33 on SP 303682	1	1
34 on SP 303682	1	1
35 on SP 303682	1	1
36 on SP 303682	1	1
37 on SP 303682	1	1
38 on SP 303682	1	1
39 on SP 303682	1	1
40 on SP 303682	1	1
41 on SP 303682	1	1
42 on SP 303682	1	1
43 on SP 309048	1	1
44 on SP 309048	1	1
45 on SP 309048	1	1
46 on SP 309048	1	1
47 on SP 309048	1	1
48 on SP 309048	1	1

Lot on Plan	Contribution	Interest
49 on SP 309048	1	1
50 on SP 309048	1	1
51 on SP 309048	1	1
52 on SP 309048	1	1
53 on SP 309048	1	1
54 on SP 309048	1	1
55 on SP 309048	1	1
56 on SP 309048	1	1
57 on SP 309048	1	1
58 on SP 309048	1	1
59 on SP 309048	1	1
60 on SP 309048	1	1
61 on SP 309048	1	1
62 on SP 309048	1	1
63 on SP 309048	1	1
64 on SP 309048	1	1
65 on SP 309048	1	1
66 on SP 309048	1	1
67 on SP 309048	1	1
68 on SP 309048	1	1
69 on SP 309048	1	1
70 on SP 309048	1	1
71 on SP 309048	1	1
72 on SP 309048	1	1
73 on SP 309048	1	1
74 on SP 309048	1	1
75 on SP 309048	1	1
76 on SP 309048	1	1
77 on SP 309048	1	1
78 on SP 309048	1	1
79 on SP 309048	1	1
80 on SP 309048	1	1
81 on SP 309048	1	1
82 on SP 309048	1	1
83 on SP 309048	1	1
84 on SP 309048	1	1
85 on SP 309048	1	1
86 on SP 309048	1	1
87 on SP 309048	1	1
88 on SP 309048	1	1
89 on SP 309048	1	1
90 on SP 303682	1	1
91 on SP 303682	1	1
92 on SP 303682	1	1
93 on SP 303682	1	1
94 on SP 303682	1	1
95 on SP 303682	1	1
96 on SP 303682	1	1
97 on SP 303682	1	1
98 on SP 303682	1	1

Lot on Plan	Contribution	Interest
99 on SP 303682	1	1
100 on SP 303682	1	1
101 on SP 303682	1	1
102 on SP 303682	1	1
103 on SP 303682	1	1
104 on SP 303682	1	1
105 on SP 303682	1	1
106 on SP 303682	1	1
107 on SP 303682	1	1
TOTALS	107	107

1. It is acknowledged that where two or more Lots are owned by the one Owner, the Owner may amalgamate the Lots to create one Lot. In such circumstances the lot entitlements of the Lots being amalgamated will be added together to give the lot entitlement for the new Lot.
2. For the purposes of Section 66(1)(dc) of the *Body Corporate and Community Management Act 1997* ("the Act"), the Interest Schedule Lot Entitlements reflect the respective market values of the Lots.
3. For the purposes of with Section 66(1)(db) of the Act the contribution schedule principle under Section 46(7) of the Act on which the Contribution Schedule Lot Entitlements have been decided is the Equality Principle.

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

Section 66(1)(f) & (g) of the *Body Corporate and Community Management Act 1997* do not apply.

SCHEDULE C BY-LAWS

DEFINITIONS

In these by-laws, the following words have the following meaning, unless the context otherwise requires:

"Act" the *Body Corporate and Community Management Act 1997* as amended from time to time. If the Act is repealed, then the replacement Act.

"Approved Drawings" or **"Approved Drawings and Documents"** means the drawings, plans and related documents as approved under the terms of the Council Decision Notice made on 10 April 2018 (Reference DA/34568/2017/V2M) including all further permits and/or documents requiring approval under that decision notice and any future amendments made to that decision notice.

"Body Corporate" means the Body Corporate created upon the establishment of the Scheme pursuant to the Act.

"Body Corporate Manager" means the person, its officers, employees, agents or contractors appointed by the Body Corporate at any time pursuant to the Act as the manager of the Body Corporate.

"Building/s" means the building/s and all improvements comprised in the Development (including the buildings of which the Lots will be a part).

"Building Manager" means the person, its officers, employees, agents or contractors appointed by the Body Corporate at any time in writing to act as the Service Contractor for the Scheme as that term is defined in the Act for the better management, control, use and enjoyment of the Common Property and for the better exercise and performance of the Body Corporate's powers and duties.

"Committee" means the Body Corporate Committee appointed pursuant to the Act.

"Common Property" means the common property created upon establishment of the Scheme and being so much of the Building and Scheme Land which is not comprised in any Lot.

“Council” means the Moreton Bay Regional Council.

“Decision Notice” means the Council Decision Notice specified in the Approved Drawings and Documents.

“Development” means the residential complex comprising of one hundred and seven (107) lots for residential purposes, facilities and the Common Property of the Scheme.

“Lot” means a lot in the Scheme.

“Occupier” means the Owner or a person or entity who occupies or uses a Lot with the consent of the Owner.

“Original Owner” means Linxdev Pty Ltd A.C.N 622 736 252, its nominees, assigns and successors in title and where the context requires, any related entity of the original owner.

“Owner” means the registered Owner from time to time of a Lot.

“Owner’s Invitees” or “Invitees” means each of the Owners or if the case may be the Occupiers officers, employees, agents, visitors, invitees, lessees, licensees, contractors and other claiming through or under the Owner or Occupier.

“Regulation Module” means the *Body Corporate and Community Management (Accommodation Module) Regulation 2008*.

“Scheme” means the Linx Residences Community Titles Scheme established pursuant to the Act.

“Scheme Land” means all the land referred to in the Building Format Plans for the Scheme.

RULES FOR INTERPRETATION

In these by-laws unless the context indicated a contrary intention:-

- (a) references to any right, power or authority of the Body Corporate or Committee to do any thing extend to all people authorised by them;
- (b) references to a Lot, the Common Property, Building, Land or to any thing includes any part of it;
- (c) any obligation on an Owner not to do any act or thing includes an obligation not to permit such act or thing to be done and to prevent such act or thing being done by the Occupiers and Owner’s Invitees;
- (d) any obligation on an Owner to do any act or thing includes an obligation to ensure such act or thing is done by the Occupiers and Owner’s Invitees;
- (e) words denoting the singular include the plural number and vice versa;
- (f) words importing a gender include any gender;
- (g) words denoting a natural person include companies, partnerships, trusts, or bodies corporate;
- (h) headings are for convenience only and do not affect the interpretation of these by-laws;
- (i) derivatives of any word or expression defined in these by-laws will have a corresponding meaning;
- (j) any notice to be given or any consent or approval required to be obtained from the Body Corporate or Committee under these by-laws must be given or obtained in writing; and
- (k) anything to be done by the Body Corporate may be done by the Committee if authorised by the Act.

BY-LAWS

1. Car Parks

- (a) The following vehicles are permitted to be parked in a Lot’s car park either forming part of the Lot or allocated to the Lot by way of exclusive use (“Car Park”): motor car or motor bike.

- (b) The Occupier of a lot must not, without the Body Corporates' written approval:-
 - (i) park a vehicle, or allow a vehicle to stand on the Common Property;
 - (ii) permit an invitee to park a vehicle, or allow a vehicle to stand, on the Common Property, except for designated visitor parking which must remain available at all times for the sole use of visitors' vehicles.
- (c) An approval under **by-law 1(b)** must state the period for which it is given, with the exception of designated visitor parking.
- (d) However, the Body Corporate may cancel the approval by giving 7 days written notice to the Occupier, with the exception of designated visitor parking.
- (e) The following vehicles are only permitted to be parked in a Lot's Car Park after obtaining the written approval of the Committee: boat, trailer, caravan, campervan or mobile home.
- (f) An Owner or Occupier must not reside in a caravan, campervan or the like parked on Common Property or the Lot or the Lot's Car Park at any time whatsoever.
- (g) The Body Corporate has the authority of the Owner of a Lot and is empowered to organise cleaning services for the Car Parks forming part of a Lot or the subject of exclusive use area/s except where the Car Park is an enclosed garage and to pay for any such service out of administration fund levies.

2. Roads and Other Common Property

An Owner or Occupier shall not:-

- (a) obstruct the roadways, pathways, drives and other Common Property and any easement giving access to the Land or be used by them for any purpose other than the reasonable ingress and egress to and from their respective Lots or a Lot's Car Park;
- (b) park a vehicle, or allow a vehicle to stand, on the Common Property, unless that part of the Common Property is allocated to their Lot by way of exclusive use for the purpose of a car park;
- (c) drive or permit to be driven any vehicle in excess of two (2) tonnes weight onto or over the Common Property other than such vehicles necessary to complete the construction and/or occupation of any Building erected on the Land, and any vehicles entitled by any statute and/or local authority ordinances;
- (d) permit any Invitees' vehicles to park or allow a vehicle to stand on the Common Property, except for the designated visitor car parks which must remain available at all times for the sole use for visitors for the purpose of casual car parking;
- (e) exceed the Speed Limit signed throughout the Development;
- (f) allow children under the age of thirteen (13) to cycle, skateboard, rollerblade or scooter on the roadways, pathways, drives and other Common Property unless they are accompanied by an adult Owner or Occupier exercising effective control and supervision over them and any such activity is to be in accordance with applicable Legislation (*Transport Operations Road Use Management - Road Rules Regulation 2009*), at the time as if the roadway within the Common Property was a public roadway; and
- (g) allow service vehicles used by tradesmen, builders or contractors working on Lots be parked or driven on the Common Property between the hours of 6.00pm and 7.00am each day. The Owner or Occupier of a Lot must ensure that the roadways are cleaned at the end of each day where a vehicle driven by a builder tradesmen or contractor invited onto the Common Property by the Owner or Occupier leaves marks, debris or other material on the roadway.
- (h) For the purpose of this **by-law 2** the term "**Speed Limit**" means 15km per hour or such speed limit nominated by the Committee from time to time.

3. Obstruction

An Owner shall not obstruct lawful use of the Common Property by any person.

4. Damage to Common Property

An Owner shall not:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon the Common Property; or
- (b) except with the consent in writing of the Committee, use for his own purposes as a garden any portion of the Common Property;
- (c) mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property unless written approval is given by the Committee.

5. Depositing Rubbish etc. on Common Property

An Owner shall not deposit or throw upon the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of any other Owner or Occupier or any person lawfully using the Common Property.

6. Garbage Disposal

An Owner shall:

- (a) save where the Body Corporate provides some other means of disposal of garbage, maintain within their Lot, or on such part of the Common Property as may be authorised by the Body Corporate, in clean and dry condition and adequately covered, a receptacle for garbage;
- (b) where individual refuse and recycle bins are provided, transfer those bins to the bin collection points on collection day, retrieve them after collection and return them to their respective storages places on the same day;
- (c) only dispose of rubbish in ways approved by or specified by the Committee;
- (d) comply with all local authority by laws and ordinances relating to the disposal of garbage;
- (e) ensure that the health, hygiene and comfort of the Owner or Occupier of any other Lot is not adversely affected by their disposal of garbage;
- (f) shall not restrict access to the Common Property by the Council or Body Corporate, or their contractors or workmen, in collecting and disposing of rubbish;
- (g) not place any object or item in the serviced bulk bins (if any) or in the general vicinity of the serviced bin enclosures (if any) which is inappropriate or which might break or shatter or cause damage or injury to the serviced bulk bins or their enclosure. Any damage or blockage to the serviced bulk bins or their enclosure resulting from misuse or negligence shall be borne by the relevant Owner whether caused by the actions of the Owner, Occupiers or Invitees.

7. Appearance of Buildings

- (a) The Committee has established rules and standards (including specifications) in relation to items affecting the appearance of a Building. An Owner must comply with any such rules and standards. Such standards included but not limited to:-
 - (i) An Owner shall not hang any washing, towel/s, bedding, clothing or other article or display any sign, advertisement, placard, banner, pamphlet or like matter on any part of their Lot or any part of an exclusive use area(s) allocated to their Lot in such a way as to be visible from the Common Property or any other Lot;

- (ii) An Owner shall not cause to have erected any sign, advertisement, placard, banner, pamphlet or like matter on any part of the Common Property whatsoever;
- (iii) An Owner shall not enclose balconies, terraces or courtyards (which must remain unenclosed with no shutters, glazing, louvers or similar permanent structures unless otherwise approved by the Body Corporate and Council);
- (iv) An Owner shall not erect on their Lot or any part of the Common Property outside wireless and television aerials and satellite dishes (or similar devices) without the written permission of the Committee;
- (v) An Owner of a Lot which contains a balcony, terrace, courtyard or garden area, pot plants or planter box is responsible for the maintenance of such balcony, terrace, courtyard or garden area, pot plant or planter box, whether it is part of the title to the Lot or part of the Lot by way of exclusive use;
- (vi) An Owner must ensure that all trees, shrubs, creepers and plants in or on any balcony, terrace, courtyard or garden area, pot or planter box contained on their Lot or on part of an exclusive use area(s) allocated to their Lot:
 - (1) are kept and maintained in good health and condition;
 - (2) do not extend beyond the boundaries of the Lot or the exclusive use area(s) allocated to their Lot; and
 - (3) do not obstruct the views from any other Lot or interfere with the use and enjoyment of any other Lot.
- (vii) An Owner must take care when watering or carrying out maintenance on any balcony, terrace, courtyard or garden area, pot or planter box contained on their Lot or on part of an exclusive use area(s) allocated to their Lot so as to cause minimum disturbance to any other Owner or Occupier;
- (viii) An Owner shall not install external blinds or sun control devices upon the exterior of a Lot or on part of an exclusive use area(s) allocated to a Lot without the written permission of the Committee and if applicable, the Council;
- (ix) An Owner shall not install externally mounted air conditioners or mechanical plant to a Lot or on part of an exclusive use area(s) allocated to a Lot without the written permission of the Committee and if applicable, the Council.

(b) The Committee may implement any additional rules and standards as it considers appropriate.

8. Inflammable Liquids Gases or Other Materials

An Owner shall not bring to, do or keep anything in their Lot or in an exclusive use area(s) allocated to their Lot which shall increase the rate of fire insurance on any other Lot or the Common Property of the Scheme or which may conflict with the laws and/or regulations relating to fires or any insurance policy upon any other Lot or the Common Property of the Scheme or the regulations or ordinances of any public authority for the time being in force. Gas cooking barbecues are permitted within the Lots or an exclusive use area(s) allocated to the Lot.

9. Keeping of Animals

- (a) Subject to the provision of the Act an Owner shall not keep any animal upon its Lot or the Common Property without the prior written approval of the Committee.
- (b) Upon written approval of the Committee, an Owner may keep one (1) (unless otherwise approved by the Committee) cat and/or dog on the Lot on the following conditions:
 - (i) The animal must weigh less than 15kg unless otherwise approved by the Committee;
 - (ii) The animal must not disturb other Occupiers;
 - (iii) The animal must be a domesticated pet;

- (iv) The animal must be toilet trained;
 - (v) The animal must be licensed and immunised;
 - (vi) The animal must be carried or kept on a leash whilst on Common Property other than Common Property to which the Owner of the Lot has exclusive use right;
 - (vii) The animal must wear an identification tag clearly showing the animal's Owner, address and telephone number;
 - (viii) The animal must be kept clean, quiet and controlled at all times whilst on the Lot and on a leash when on Common Property;
 - (ix) The Owner of an animal must clean up after the animal whilst the animal is on the Common Property;
 - (x) The Owner of an animal must not leave the animal alone on a balcony of a Lot overnight;
 - (xi) The Owner of an animal must not leave the animal alone inside a Lot overnight;
 - (xii) The Owner of an animal must take appropriate measures to ensure the animal is not allowed to escape onto the Common Property or any other Lot.
- (c) Subject to **by-law 9(b)**, an Owner must obtain written approval from the Committee to bring or permit an Invitee to bring an animal onto the Lot or the Common Property.
- (d) In addition to the conditions set out in **by-law 9(b)**, the Committee may implement any further conditions as it deems appropriate.
- (e) If challenged, the Owner has the onus of proof (balance of probabilities) with respect to the matters contained in this by-law. The Body Corporate may order an animal to be removed from the Lot if any conditions set out in this by-law and by the Committee are not met.

10. Auction Sales

An Owner shall not permit any auction sale to be conducted or to take place in their Lot or within any part of the Development without the prior written approval of the Committee.

11. Right of Entry

An Owner, 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 their 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 their Lot or to an adjoining Lot.

12. Noise

- (a) An Owner shall not make or permit any noise likely to interfere in any way with the peaceful enjoyment of any other Owner or Occupier or of any person lawfully using the Common Property. In particular, an Owner shall not hold or permit to be held any social gathering in their Lot which would cause any noise which unlawfully interferes with the peace and quietness of any other Owner or Occupier, at any time of day or night and in particular shall comply in all respects with the *Noise Abatement Act 1979* and the *Environmental Protection (Noise) Policy 1997*, as amended.
- (b) In the event of any unavoidable noise in a Lot at any time, the Owner shall take all practical means to minimise annoyance to other Owners or Occupiers by closing all doors, windows and curtains of their Lot and also such further steps as may be within their power for the same purpose.
- (c) Invitees leaving between the hours of 10.00pm and 7.00am shall be requested by their hosts to leave quietly. Quietness also shall be observed when an Owner or Occupier returns to or leaves their Lot between the hours of 10.00pm and 7.00am.

- (d) An Owner shall not operate or permit to be operated within their Lot or any part of the Common Property any radio, two way 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.

13. Use of Lots

- (a) An Owner shall not use a Lot or permit the same to be used:-
- (i) for any purpose other than as a primary residence;
 - (ii) for any short term letting or leasing such as Air BNB; or
 - (iii) 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 Development,

except for the Building Manager's lot (if any) which may be used by the Building Manger for the purposes conducting the business associated with the services described in **by-law 36** and save and except the Original Owner who may use or cause to be used any Lot in accordance with **by-law 24**.

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 of such Lot shall give written notice thereof and any other information which may be required relative thereto to the Committee and shall 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.

15. Alteration to Lots, Buildings and Common Property

- (a) An Owner of a Lot must not without the Committee's written approval make a change to the external or internal structure of the Lot or the external appearance of the Lot at any time.
- (b) An Owner of a Lot must not without the Committee's written approval and any conditions imposed by the Committee remove or install any hard floor surfaces unless it achieves a minimum field impact isolation class of 55 under relevant Building Code Regulations and is suitably acoustically treated.
- (c) An Owner of a Lot must not interfere with any acoustic treatments made to the Building.
- (d) An Owner of a Lot shall not construct or permit the construction or erection of any fence, pergola, screen, awning or other structure or outbuilding of any kind within or upon a Lot or on Common Property without the approval in writing of the Committee and if applicable the Council.
- (e) Any alteration made to the Common Property or any fixture or fitting attached to the Common Property by an Owner or Occupier, whether made or attached with or without the approval of the Committee, shall, unless otherwise provided by resolution of a general meeting or of a meeting of the Committee, be repaired and maintained by that Owner of which the aforesaid Owner was such Owner.
- (f) There shall be no external structural alterations or extensions or repainting of a Building without written approval of the Committee. An Owner shall submit to the Committee all plans and specifications for any such structural alteration or extension.
- (g) An Owner shall not alter the external colour scheme of a Building without the written approval of the Committee pursuant to a resolution of a meeting of the Body Corporate. In giving such approvals, the Committee shall ensure so far as practicable that the external colour scheme used in Buildings presents a uniform appearance when viewed from Common Property or any other Lot and complies with the Decision Notice.

16. Window Coverings / Tinting

An Owner shall not install, remove or replace any window coverings (including without limitation, a shutter, curtain, curtain backing, blind or window tinting) unless the colour and design has the written approval of the Committee. In giving such approvals, the Committee shall ensure so far as practicable that curtain backing and window tinting used in all Lots presents a uniform appearance when viewed from Common Property or any other Lot. However, the consent of the Body Corporate will not be required provided the backing of the window covering is white as seen from the exterior of the Building.

17. Maintenance of Lots and Rainwater Tanks (if any)

- (a) An Owner shall be responsible for the maintenance of their Lot and shall ensure that their Lot is so kept and maintained as not to be offensive in appearance to any other Owner or Occupier through the accumulation of excess rubbish or otherwise.
- (b) All Lots are to be so maintained as to prevent the excessive growth of grass and other vegetation making Lots unsightly, increasing fire risks or contributing to the spread of noxious weeds to other Lots.
- (c) The Body Corporate shall be responsible for the care and maintenance of the garden area between the front of the Building created on each Lot and the Common Property adjoining the roadway to ensure uniformity of appearance of all Lots within the Development.
- (d) The Owner or Occupier must maintain and ensure that any rainwater tanks installed upon their Lot or the exclusive use area allocated to a Lot are installed and, if required, appropriately screened in accordance with the Decision Notice and are kept free of mosquito larvae at all times and comply with any Council rules and regulations relating to the maintenance of rainwater tanks.

18. Replacement of Glass

Windows shall be kept clean and promptly replaced by the Owner of that Lot at their expense with fresh glass of the same kind and weight as at present if broken or cracked. This by-law does not prohibit an Owner from making a claim on the Body Corporate insurance.

19. Taps

An Owner or Occupier shall not waste water and shall see that all water taps in their Lot are promptly turned off after use. Should the Lot be unoccupied for a period of more than a month, then the stopcock on the hot water system must be turned off.

20. Water Closets and Conveniences and Fire Hydrants

- (a) The water closets and conveniences and any other water apparatus including waste pipes, drains and fire hydrants located on the Common Property shall not be used for any purposes other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance shall be deposited therein.
- (b) Any damage or blockage resulting to such water closets, conveniences, water apparatus, waste pipes, fire hydrants and drains from misuse or negligence shall be borne by the Owner whether the same is caused by their own actions or their Invitees or Occupiers.

21. Behaviour of Invitees

- (a) An Owner shall take all reasonable steps to ensure that their Invitees do not behave in a manner likely to interfere with the peaceful enjoyment of any other Owner or Occupier or of any person lawfully using the Common Property.
- (b) An Owner 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 their Invitees or Occupiers.
- (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 them under any such lease or licence agreement, to ensure that any Occupier or their Invitees comply with the provisions of the by-laws.

- (d) The duties and obligations imposed by these by-laws on an Owner shall be observed not only by the Owner but also by the Occupiers and the Owner's Invitees.
- (e) Where the Body Corporate expends money to make good damage caused by a breach of the Act or of these by-laws by any Owner or Occupier or Invitees or any of them, the Committee shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the Owner at the time when the breach occurred.

22. Notice of Defect

An Owner shall give the Committee and/or the Building Manager prompt notice of any accident to or defect in the water pipes, gas pipes, electric installations or fixtures in their Lot or any part of the Common Property which comes to their knowledge and the Committee and/or the Building Manager shall have authority by its agents or servants in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as it may deem necessary for the safety and preservation of the Development and improvements contained within it as often as may be necessary.

23. Duties of the Body Corporate

- (a) The Body Corporate shall ensure that the overall appearance of the Development shall remain uniform and as such will perform the duty of the Owners to repaint the external surfaces of all Buildings requiring such repainting and will ensure that all such external surfaces are kept in a state of good repair and reasonable wear and tear, not unlike the duties of a Body Corporate constituted by the registration of a building format plan. All expenses incurred as a result of this by-law shall be paid from funds contributed to the Sinking Fund.
- (b) Authority to expend funds in excess of the prescribed amount pursuant to the Act to perform work required by this by-law may be given to the Committee by an ordinary resolution of the Body Corporate at a general meeting to which at least two quotations for the performance of this work have been tabled for consideration.
- (c) Insurance
 - (i) In addition to insurance effected pursuant to the Act, the Body Corporate shall insure and keep insured all Buildings within the Development and any improvements thereon under a damage policy to the reinstatement or replacement value thereof.
 - (ii) The Body Corporate shall effect and keep current in respect of all improvements made in the Development, property damage insurance in the joint names of those persons recorded from time to time on the roll as Owners of the Lots in the Scheme in an amount nominated by the Body Corporate in a general meeting from time to time. Such insurance shall be taken out with a reputable insurance company and shall cover the rebuilding and/or repair of the Buildings due to damage and destruction by fire, storm, tempest, explosion or any other occurrence usually provided for in such insurance cover.
 - (iii) All insurance premiums payable by the Body Corporate under this by-law shall be paid from funds contributed to the Administrative Fund.
 - (iv) An Owner shall be responsible for the insurance of Owners fixtures as defined in the Act including all electrical equipment, carpets, drapes and improvements within their Lot.

24. Display Unit

While the Original Owner remains an Owner whether by lease, licence or otherwise of any Lot, it and its officers, servants and/or agents shall be entitled to use any Lot of which it remains an Owner as a display Lot and shall be entitled to allow prospective purchasers or any other person with the authority of the Original Owner to inspect any such Lot and for such purposes shall be entitled to use such signs, advertising or display material in or about the Lot and the Development as it thinks fit. Such signs shall be attractive and tasteful having regard to the general appearance of the Development and shall not at any time and from time to time be more in terms of number and size than is reasonably necessary.

25. Instructions to Contractors etc.

An Owner or Occupier shall not directly instruct any contractors or workmen employed by the Body Corporate unless so authorised.

26. Correspondence

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

27. Requests to the Secretary

An Owner shall direct all requests for consideration of any particular matter to be referred to the Committee or to the Secretary and not to the Chairman or any member of the Committee.

28. Notices

An Owner and their Invitees shall observe the terms of any notice displayed in the Common Property by authority of the Committee or of any statutory authority.

29. Copy of By-Laws to be Produced Upon Request

Where any Lot or Common Property is leased or rented, otherwise than to an Owner, the lessor or, as the case may be, landlord shall upon the request of the lessee or tenant produce or cause to be produced to the lessee or tenant for their inspection a copy of these by-laws for the time being in force in respect of the Scheme.

30. Power of Committee

The Committee may make rules relating to the Common Property or any other facilities provided, not inconsistent with these by-laws and the same shall be observed by the Owners or Occupiers and their Invitees unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Body Corporate.

31. Recovery of Costs

(a) An Owner shall pay on demand the whole of the Body Corporate costs and expenses (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.

(b) Where the Body Corporate expends money to make good damage caused by a breach of the Act or of these by-laws by any Owner or Occupier or their Invitees or any of them, the Committee shall be 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.

(c) Joint Liability

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

(d) Character of Interest

The amount of any interest is recoverable by the Body Corporate as a liquidated debt.

32. Restricted Access Areas

The Body Corporate must ensure that any parts of the Common Property used for:-

- (a) electrical substations or control panels; or
- (b) fire service control panels; or
- (c) telephone exchanges; or

- (d) swimming pool pump room; or
- (e) other services to the Lots and Common Property,

are kept locked unless there is a legal requirement to the contrary. Owners or Occupiers of a Lot may not enter or open or tamper with such areas without the consent of the Body Corporate.

33. Moving of Furniture

An Owner shall give at least twenty-four (24) hours notice to the Body Corporate or its representative before any furniture, fittings or equipment may be moved in or out of any Lot. Any such moving must be done in a manner and at the time directed by the representative of the Body Corporate PROVIDED THAT nothing restricts the movement of such items if they can be safely and adequately moved by one person and are of a nature such that damage cannot be occasioned to any items of Common Property or of property belonging to the Owner of any other Lot. The cost to repair any damage resulting from such movement shall be borne by the Owner.

34. Energy Supply

- (a) If permitted by relevant legislation governing the supply of electricity and/or gas ("Energy") the Body Corporate may:-
 - (i) cause to be established and to be maintained an electricity supply system and/or gas supply system ("System") for the Development; and
 - (ii) as an on-supplier:-
 - (1) purchase Energy from an Energy supplier; and
 - (2) on-supply Energy to Owners.
- (b) The Body Corporate may enter into agreements, contracts, licences, leases or other arrangements of any nature in connection with:-
 - (i) the supply of Energy to the Body Corporate by an Energy supplier;
 - (ii) the on-supply of Energy to Owners;
 - (iii) the installation of service infrastructure and its uses in connection with the System,

including, without limitation, agreements contemplated by the Regulation Module for the Scheme setting out the basis on which charges are made for supply of Energy and the recovery of the costs to the Body Corporate of supplying that service.
- (c) The Body Corporate must calculate charges for Energy supply to Owners only as permitted under the relevant legislation governing on-supply or, if there is not applicable legislative provision, levy charges only to the extent required to ensure that the Body Corporate complies with its obligations to recover the costs of supplying the service to Owners.
- (d) If the Body Corporate charges Owners a tariff rate for the supply of Energy which is higher than the rate at which the Body Corporate purchases Energy from the supplier, any surplus funds generated in the hands of the Body Corporate as a result must be applied by the Body Corporate to its Administrative Fund in reduction of liabilities of the Body Corporate and, in this way, for the benefit of the Owners.
- (e) If the Body Corporate operates and maintains a System under this by-law, it may:-
 - (i) enter into agreements with Owners for the supply of Energy through the System, setting out the terms on which the Body Corporate will charge for the provision of services under the System and recover the costs of providing that service (as required by the Act and the Regulation Module for the Scheme) including charges for:-
 - (1) Energy supply;

- (2) installation and connection to the System;
 - (3) servicing and maintenance of the System to the extent it is utilised in the provision of the service to a particular Owner;
 - (4) disconnection and reconnection fees;
 - (5) advance payments or security deposits to be provided in connection with Energy supply through the System.
- (ii) establish the basis of Energy charges for those Owners which are not supplied by separate meter (if any) and for any Common Property based on an estimate of consumption taking into account the number and type of fittings, points, installations, plant and equipment, and appliances and the use to which those are put by the relevant Owner or the Body Corporate;
 - (iii) establish a system of accounts and invoices in connection with the supply of Energy through the System and render those accounts to Owners as appropriate;
 - (iv) recover any amounts when due and payable from any Owner under applicable accounts rendered and if an account is unpaid by the due date:
 - (1) 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;
 - (2) recover interest on any unpaid account;
 - (3) disconnect the supply of Energy to the relevant Owner;
 - (4) charge a reconnection fee to restore Energy supply to that Owner;
 - (5) increase the advance payment or security deposit for Energy supply to the relevant Owner.
- (f) The Body Corporate is not liable for any loss or damage suffered by any Owner as a result of any failure of the supply of Energy due to breakdowns, repairs, maintenance, strikes, accidents or any other causes affecting the System.
 - (g) The Body Corporate is not required to supply any Owner with Energy to any greater extent than the Energy supplier from which the Body Corporate obtains supply could provide at any given time.
 - (h) Each Owner must:-
 - (i) allow the Body Corporate and its agents, contractors, or employees access to any service infrastructure used in connection with Energy supply under the System;
 - (ii) comply with all requirements of the Body Corporate imposed in connection with Energy supply through the System;
 - (iii) maintain any service infrastructure used in connection with the System and which is located in or on a Lot and which is used in connection with Energy supply under the System.
 - (i) Nothing in this by-law obliges an Owner to purchase Energy from the Body Corporate or limits or restricts the rights of any Owner to utilise service infrastructure under any implied easement or other right contained in the Act or other applicable legislation.

35. Bulk Supply of Utilities

The Body Corporate may at its election supply or engage another person to supply utilities to the Development and in such case the following will apply:-

- (a) "Utility" means: water (potable and non-potable), telecommunications, cable TV and the like;

- (b) The Body Corporate has the power to enter into a contract for the purchase of reticulated Utility, on the most economical basis, for the whole of the Development from any relevant Utility provider;
- (c) The Body Corporate has the power to sell reticulated Utility to each Owner or Occupier in the Development;
- (d) The Body Corporate is not required to supply to any Owner or Occupier Utility requirements beyond those requirements which the relevant Utility supplier could supply at any particular time;
- (e) The Body Corporate may charge for the Utility services (including for the installation of, and the costs associated with, infrastructure for the Utility services) but only to the extent necessary for reimbursing the Body Corporate for supplying the Utility services;
- (f) The Body Corporate may render accounts to each Owner or Occupier as appropriate;
- (g) In respect of an account which has been rendered pursuant to this by-law, then an Owner or Occupier is liable, jointly and severally with any person who was liable to pay that account when the Owner or Occupier became the Owner or Occupier of that Lot;
- (h) In the event that a proper account for the supply of reticulated Utility is not paid by its due date for payment, then the Body Corporate is entitled to:-
 - (1) 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;
 - (2) disconnect the supply of reticulated Utility to the relevant Lot;
 - (3) recover interest on any unpaid account;
 - (4) charge a reconnection fee to restore the Utility supply to that Owner;
 - (5) increase the advance payment or security deposit for the Utility supply to the relevant Owner.
- (i) The Body Corporate is not, under any circumstances whatsoever, responsible or liable for any failure of the supply of Utility 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 the reticulated Utility as a guarantee against non-payment of accounts for the supply of the reticulated Utility.
- (k) Nothing in this by-law obliges an Owner to purchase reticulated Utility from the Body Corporate or limits or restricts the rights of any Owner to utilise service infrastructure under any implied easement or other right contained in the Act or other applicable legislation.

36. Management of the Common Property and Special Privileges Use of Common Property

- (a) For as long as there is in existence an agreement with the Body Corporate:-
 - (i) for the Building Manager to provide services for the control, management and administration of the Common Property (a "Service Contractor Agreement"); and/or
 - (ii) an agreement for a letting agent for the Scheme ("Letting Agent") to provide letting and ancillary services to such Owners or Occupiers who wish to avail themselves of such services (a "Letting Agreement") then:-
 - (1) The Body Corporate will not itself, directly or indirectly, provide any of the services set out in the Service Contractor Agreement or the Letting Agreement;
 - (2) The Body Corporate will not enter into with any other person or entity an agreement similar to the Service Contractor Agreement or the Letting Agreement;

- (3) The Building Manager and the letting agent will be entitled to erect or display signs or notices in or on the Common Property advertising any of the services they provide pursuant to the Service Contractor Agreement or the Letting Agreement;
 - (4) The Body Corporate may confer on the Building Manager and the Letting Agent special privileges in respect of part(s) of the Common Property to use same in connection with the business carried out pursuant to the Service Contractor Agreement or the Letting Agreement;
 - (5) 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 Development 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 Development; and
 - (6) The Body Corporate must not make any part of the Common Property available to any person or corporation for the purpose of conducting a letting business.
- (b) The Body Corporate may use or authorise the use of appropriate parts of the Common Property to store equipment used for the performance of the Body Corporate's duties pursuant to the Act in respect of any Common Property. These areas (if any) may be locked and access prohibited without the authority of the Body Corporate.

37. Security for Lots

- (a) An Owner or person authorised by him is permitted to install:-
- (i) any locking or other safety device for protection of their Lot against intruders; or
 - (ii) any screen or other device to prevent entry of animals or insects upon their Lot,
- provided that the locking or other safety device or, as the case may be, screen or other device is constructed in a workmanlike manner, is maintained in a state of good and serviceable repair by the Owner and does not detract from the amenity of the Building. All doors and windows to the premises shall be securely fastened on all occasions when the premises are left unoccupied and the Committee reserves the right to enter and fasten same if left insecurely fastened.
- (b) An Owner shall not disclose to any person other than any other person residing in the Development with the authority of the Owner or Occupier, the security code (if any) advised from time to time to the Owner or Occupier by the Body Corporate for security gate(s) and/or doors (if any) erected within the Development for the purposes of gaining access to any part of the Development.

38. Dividing Fences

An Owner shall not erect any fence on the Lot without the written approval of the Committee and unless the same is of a construction approved by the Committee.

39. Exclusive Use – Private Courtyard

- (a) The Owner for the time being of each Lot set out in Schedule E:
- (i) is entitled to the exclusive use and enjoyment of that part of the Common Property allocated to the Lot in Schedule E and identified on the plans attached and marked Annexure "A" ("Exclusive Use Area"); and
 - (ii) may only use the Exclusive Use Area for the Purpose identified in Schedule E and on the conditions specified in **by-law 39(d)**.
- (b) The Committee may implement any further rules in relation to Exclusive Use Area allocated to the Lot as it deems appropriate.
- (c) The Owner of each Lot is responsible for the cost of the maintenance and operating costs of the Exclusive Use Area.

- (d) The Purpose identified in Schedule E has the following meaning:-
- (i) **“Car Park”** means that the Exclusive Use Area may only be used for the purposes of parking of motor vehicles and in accordance with **by-law 1**.
 - (ii) **“Private Courtyard”** means that the Exclusive Use Area may only be used for the purposes of a private courtyard provided that the Owner must:-
 - (1) maintain the Private Courtyard by:
 - a. ensuring any fittings, paved areas, plants and retaining walls etc. located in the Private Courtyard are kept in a clean and tidy condition and in a state of good and serviceable repair;
 - b. ensuring any plants located in the Private Courtyard are maintained in a good and healthy condition;
 - c. promptly removing any plant (if it dies) located in the Private Courtyard and replacing it with another plant of a variety approved by the Committee;
 - d. ensuring no root invasive species of plant be grown within any part of the Private Courtyard;
 - e. not removing any plant located in the Private Courtyard without the prior written approval of the Committee;
 - f. not planting any plant in the Private Courtyard without the prior written approval of the Committee;
 - g. not storing on or in the Private Courtyard any items deemed to adversely impact the appearance of the Private Courtyard and will immediately remove from the Private Courtyard any such items upon being directed to do so by the Body Corporate;
 - h. maintaining any clothes drying facilities;
 - i. maintaining in a clean and tidy condition and in a state of good and serviceable repair the garden shed located within the Private Courtyard. Any damaged caused to the garden shed by an Owner or Occupier as a result of misuse must be reported to the Body Corporate and immediately rectified by the relevant Owner at its cost.
 - (2) allow access to the Private Courtyard by the Building Manager or any other service contractor engaged by the Body Corporate from time to time for the purposes of:
 - a. carrying out works and/or effect repairs on common services, such as drains, pipes, connections and services generally including, but not limited to gas, water, sewerage, easement areas, electricity and other service or systems relating to the Common Property;
 - b. reading of meters applicable to these common services where the meters and/or services are located in the Private Courtyard; and
 - c. inspection, treatment or other activity as deemed necessary by the Committee in relation to the prevention and/or management of termite (or other similar pest) infestation,

whereby access may only be reasonable obtained via the Private Courtyard.

40. Use of Swimming Pool

- (a) A swimming pool and surrounding areas (“Swimming Pool Area”) are located on the Common Property and are intended to be used for the purposes of a swimming pool and associated community and recreational

purposes by Owners and Occupiers and their Invitees. The Body Corporate shall be responsible for the maintenance of and operating costs of the Swimming Pool Area.

- (b) The rules for use of the Swimming Pool Area located on the Common Property are as follows:-
- (i) the Swimming Pool Area may only be used between the hours of 9.00am and 9.00pm or as otherwise determined by the Committee;
 - (ii) the Swimming Pool Area may only be used by an Owner or Occupier and their Invitees accompanied by the Owner or Occupier;
 - (iii) glass items must not be taken within the Swimming Pool Area;
 - (iv) the gates surrounding the Swimming Pool Area must be closed immediately after entry or exit;
 - (v) alcoholic beverages are not taken to or consumed within the Swimming Pool Area;
 - (vi) there is to be no smoking within the Swimming Pool Area;
 - (vii) children below the age of thirteen (13) years are not permitted within the Swimming Pool Area unless accompanied by an adult Owner or Occupier exercising effective control and supervision over them;
 - (viii) persons must not allow an animal within the Swimming Pool Area;
 - (ix) Owners or Occupiers and their Invitees shall exercise caution at all times and shall not run or splash or behave in any manner that is likely to interfere with the use and enjoyment of the Swimming Pool Area by other persons;
 - (x) people using the Swimming Pool Area must use it only for its intended purposes, keep it clean and not leave it in an untidy or littered state;
 - (xi) no foreign matter, other than swimsuits, rubber flippers, protective eyewear, child floatation devices and simple snorkels are permitted within the swimming pool located in the Swimming Pool Area;
 - (xii) bathing suits must be worn at all times by people using the swimming pool located in the Swimming Pool Area;
 - (xiii) the swimming pool located in the Swimming Pool Area is for the enjoyment of all residents, and therefore boards, large inflatable/s and ball games are not permitted within the swimming pool;
 - (xiv) people using the Swimming Pool Area including the swimming pool and associated facilities (if any) therein must comply with any notice erected by the Body Corporate within the Swimming Pool Area giving direction in respect of any rules relating to the use of the Swimming Pool Area;
 - (xv) use of the Swimming Pool Area including the swimming pool and associated facilities (if any) therein by an Owner or Occupier and their Invitees is at each of their own risk;
 - (xvi) the Body Corporate has the power to pass and change rules setting minimum dress standards for people in the Swimming Pool Area.
- (c) The Body Corporate may close the Swimming Pool Area for maintenance purposes.
- (d) The Committee may implement any further rules in relation to the Swimming Pool Area as it deems appropriate.

41. Maintenance of Swimming Pool

An Owner shall not without proper authority operate, adjust or interfere with the operation of any equipment associated with the swimming pool located within the Swimming Pool Area or add any chemical or other substance to the same.

42. Use of Barbecue Area

- (a) A barbeque and associated facilities ("Barbeque Area") are located on the Common Property and are intended to be used for the purposes of a barbeque and associated community and recreational purposes by Owners and Occupiers and their Invitees. The Body Corporate shall be responsible for the maintenance of and operating costs of the Barbeque Area.
- (b) The rules for use of the Barbeque Area located on the Common Property are as follows:-
 - (i) the Barbeque Area may only be used between the hours of 9.00am and 9.00pm or as otherwise determined by the Committee;
 - (ii) the Barbeque Area may only be used by an Owner or Occupier and their Invitees accompanied by the Owner or Occupier;
 - (iii) no use shall be made of the Barbecue Area which involves damage, inconvenience or nuisance to any Owner or Occupier or Invitee nor which causes damage to the surface, fixture or fittings of the Barbecue Area;
 - (iv) alcoholic beverages are not taken to or consumed within the Barbeque Area;
 - (v) there is to be no smoking within the Barbeque Area;
 - (vi) persons must not allow an animal within the Barbeque Area;
 - (vii) people using the Barbeque Area must use it only for its intended purposes, keep it clean and not leave it in an untidy or littered state;
 - (viii) children are not permitted to use the barbeques located within the Barbeque Area;
 - (ix) people using the barbeque and associated facilities located in the Barbeque Area must ensure the barbeque and tap (if any) are turned off after use;
 - (x) people using the Barbeque Area including the barbeque and associated facilities located therein must comply with any notice erected by the Body Corporate within the Barbeque Area giving direction in respect of any rules relating to the Barbeque Area;
 - (xi) use of the Barbeque Area including the barbeque and associated facilities located therein by an Owner or Occupier and their Invitees is at their own risk.
- (c) The Body Corporate may close the Barbeque Area for maintenance purposes.
- (d) The Committee may implement any further rules in relation to the Barbeque Area as it deems appropriate

43. Development Approval Conditions

The Body Corporate and Owners and Occupiers acknowledge that certain conditions of the Decision Notice apply to the Development and to the extent that all such conditions are not separately set out in this Community Management Statement or otherwise provided for by the establishment of the Scheme, the Body Corporate and Owners or Occupiers agree that they are aware of the following conditions:-

(a) Maintain the Development

The Body Corporate must maintain the approved Development (including but not limited to communal lighting, landscaping, retaining walls, parking, visitor car parking, privacy screening, screening of garbage bin areas, rainwater tanks, hot water tanks, gas bottles, air conditioning units and other plant enclosures, fencing, signage, driveways and other external spaces) generally in accordance with the Approved Drawings and Documents and any relevant Council engineering or other approval required by the Decision Notice.

(b) Parking Provision

- (i) The Body Corporate must at all times maintain car parks within the Development consisting of:-

- (1) One (1) car park for each Lot constructed in the Development for Occupiers;
 - (2) Visitors car parks including one (1) car parking space for people with disabilities as shown on the Approved Drawings.
- (ii) The Body Corporate must ensure car parks, access lanes and driveways shown on the Approved Drawings are used for their intended purpose only.

(c) Bin Storage Requirements and Collection Locations

- (i) The Body Corporate must maintain a waste management plan as approved by Council in accordance with the requirements of the Decision Notice.
- (ii) The Body Corporate must at all times manage waste in accordance with SC 6.20 Planning Scheme Policy – Waste, as amended.
- (iii) Refuse and recycling bins must be manoeuvred by Occupiers from their respective storage places to the designated internal collection point on collection day, retrieve them after collection and return them to their respective storage places on the same day.

(d) Stormwater Management Plan

- (i) The Body Corporate must maintain and manage the ongoing operation of the stormwater management measures and drainage works ("Stormwater Management Systems") in accordance with the Approved Drawings and Documents ("Stormwater Management Plan").
- (ii) The Stormwater Management Systems is the property of the Body Corporate.
- (iii) The Body Corporate:-
 - (1) is responsible for the ongoing operation and maintenance of the stormwater quality and quantity mitigation devices constructed within the Stormwater Management System ("Stormwater Management Devices") in accordance with the Stormwater Management Plan to ensure the design discharge parameters are maintained for the life of the Development;
 - (2) will ensure the Stormwater Management Devices are maintained at regular intervals after commencement of the use of the lots within the Development by a suitably qualified contractor ("Maintenance Contractor") in accordance with the Stormwater Management Plan;
 - (3) will obtain and ensure a certificate of compliance from the Maintenance Contractor is to be kept on site and in the Body Corporate's records and made available to Council Officers upon successful completion of each maintenance procedure ("Maintenance Certificates");
 - (4) will ensure all Maintenance Certificates are kept on site and in the Body Corporate's records for a minimum of two (2) years;
 - (5) must not alter or replace the Stormwater Management Systems or Stormwater Management Devices without the prior written approval of Council.

(e) Landscaping Requirements

The Body Corporate must at all times maintain landscaping within the Development in accordance with an approved landscaping plan for the Development prepared generally in accordance with SC 6.12 Planning Scheme Policy – Integrate Design – Appendix D – Landscaping (Part 4 – Information to be included in a Landscape Plan) (as amended) and the Approved Drawings and Documents.

(f) Communal Open Space and/or Recreation Areas

The Body Corporate must at all times maintain communal open spaces and/or recreation areas to cater for the need of residents as shown on the Approved Drawings and Documents ("Communal Open Space").

Unrestricted access to the Communal Open Space must be maintained for all Owners of lots within the Development.

(g) External Clothes Drying Facilities

Any external clothes drying facilities are only to be located internal to the Development and:-

- (i) are not permitted along the frontage of Cecily Street or the Road Reserve along the southern boundary of the Development where such clothes drying facilities may be visible by the public; and
- (ii) must be screened from adjoining lots within the Development and the internal road.

(h) Fire Hydrant Facilities

(i) The Body Corporate shall be responsible for the cost of water consumption charges at the boundary meter and shall be responsible for maintaining the external Fire Hydrant Facilities serving the Development in effective operating order in the manner prescribed in Australian Standard AS1851(2013) - Routine Service of Fire Protection Systems and Equipment, as amended from time to time, for the life of the Development.

(ii) The Body Corporate must ensure a continuous path of travel having the following characteristics is provided between the vehicle access point to the site and each external fire hydrant booster point within the Development:-

- (1) An unobstructed width of no less than 3.5m;
- (2) An unobstructed height of no less than 4.8m;
- (3) Constructed to be readily traversed by a 17 tonne HRV fire brigade pumping appliance;
- (4) An area for a fire brigade pumping appliance to stand within 20m of each fire hydrant and 8m of each hydrant booster point.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

1. Services Location Diagram

Service Easements as defined in the *Body Corporate and Community Management Act 1997* are present on the parcel. The appropriate location of these services are shown on the Services Location Diagram attached and marked Annexure "B".

2. Statutory and Service Easements

Each Lot, as specified below, to the extent applicable and necessary having regard to the relatives positioning of the Lots in respect of each other has the benefit and burden of the statutory and service easements as follows:

Lot on Plan	Statutory Easement	Service Easement
Lot 1 on SP 303663	support, shelter, projection & utility infrastructure	electricity, telephone/nbn, sewerage, stormwater, water, drainage, CCTV
Lot 2 on SP 303663	support, shelter, projection & utility infrastructure	electricity, telephone/nbn, sewerage, stormwater, water, drainage, CCTV
Lot 3 on SP 303663	support, shelter, projection & utility infrastructure	electricity, telephone/nbn, sewerage, stormwater, water, drainage, CCTV
Lot 4 on SP 303663	support, shelter, projection & utility infrastructure	electricity, telephone/nbn, sewerage, stormwater, water, drainage, CCTV
Lot 5 on SP 303663	support, shelter, projection & utility infrastructure	electricity, telephone/nbn, sewerage, stormwater, water, drainage, CCTV
Lot 6 on SP 303663	support, shelter, projection & utility infrastructure	electricity, telephone/nbn, sewerage, stormwater, water, drainage, CCTV
Lot 7 on SP 303663	support, shelter, projection & utility infrastructure	electricity, telephone/nbn, sewerage, stormwater, water, drainage, CCTV
Lot 8 on SP 303663	support, shelter, projection & utility infrastructure	electricity, telephone/nbn, sewerage, stormwater, water, drainage, CCTV

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

LOT ON PLAN	EXCLUSIVE USE AREA	PURPOSE
1 on SP 303663	EU1	Private Courtyard
2 on SP 303663	EU2 & EU2B	Private Courtyard
3 on SP 303663	EU3A & EU3B	Private Courtyard
4 on SP 303663	EU4	Private Courtyard
5 on SP 303663	EU5	Private Courtyard
6 on SP 303663	EU6	Private Courtyard
7 on SP 303663	EU7	Private Courtyard
8 on SP 303663	EU8	Private Courtyard
9 on SP 303663	EU9	Private Courtyard
10 on SP 303663	EU10	Private Courtyard
11 on SP 303663	EU11	Private Courtyard
12 on SP 303663	EU12	Private Courtyard
13 on SP 303663	EU13	Private Courtyard
14 on SP 303663	EU14	Private Courtyard
15 on SP 303663	EU15	Private Courtyard
16 on SP 303682	EU16	Private Courtyard
17 on SP 303682	EU17	Private Courtyard
18 on SP 303682	EU18	Private Courtyard
19 on SP 303682	EU19	Private Courtyard
20 on SP 303682	EU20	Private Courtyard
21 on SP 303682	EU21	Private Courtyard
22 on SP 303682	EU22	Private Courtyard
23 on SP 303682	EU23	Private Courtyard
24 on SP 303682	EU24	Private Courtyard
25 on SP 303682	EU25	Private Courtyard
26 on SP 303682	EU26	Private Courtyard
27 on SP 303682	EU27	Private Courtyard
28 on SP 303682	EU28	Private Courtyard
29 on SP 303682	EU29	Private Courtyard
30 on SP 303682	EU30	Private Courtyard
31 on SP 303682	EU31	Private Courtyard
32 on SP 303682	EU32	Private Courtyard
33 on SP 303682	EU33	Private Courtyard
34 on SP 303682	EU34	Private Courtyard
35 on SP 303682	EU35	Private Courtyard
36 on SP 303682	EU36	Private Courtyard
37 on SP 303682	EU37	Private Courtyard
38 on SP 303682	EU38	Private Courtyard
39 on SP 303682	EU39A	Private Courtyard
	EU39B	Car Park
40 on SP 303682	EU40	Private Courtyard
41 on SP 303682	EU41	Private Courtyard
42 on SP 303682	EU42	Private Courtyard
43 on SP 309048	EU43	Private Courtyard
44 on SP 309048	EU44	Private Courtyard
45 on SP 309048	EU45	Private Courtyard
46 on SP 309048	EU46	Private Courtyard
47 on SP 309048	EU47	Private Courtyard
48 on SP 309048	EU48	Private Courtyard
49 on SP 309048	EU49	Private Courtyard
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51 on SP 309048	EU51	Private Courtyard
52 on SP 309048	EU52	Private Courtyard
53 on SP 309048	EU53	Private Courtyard

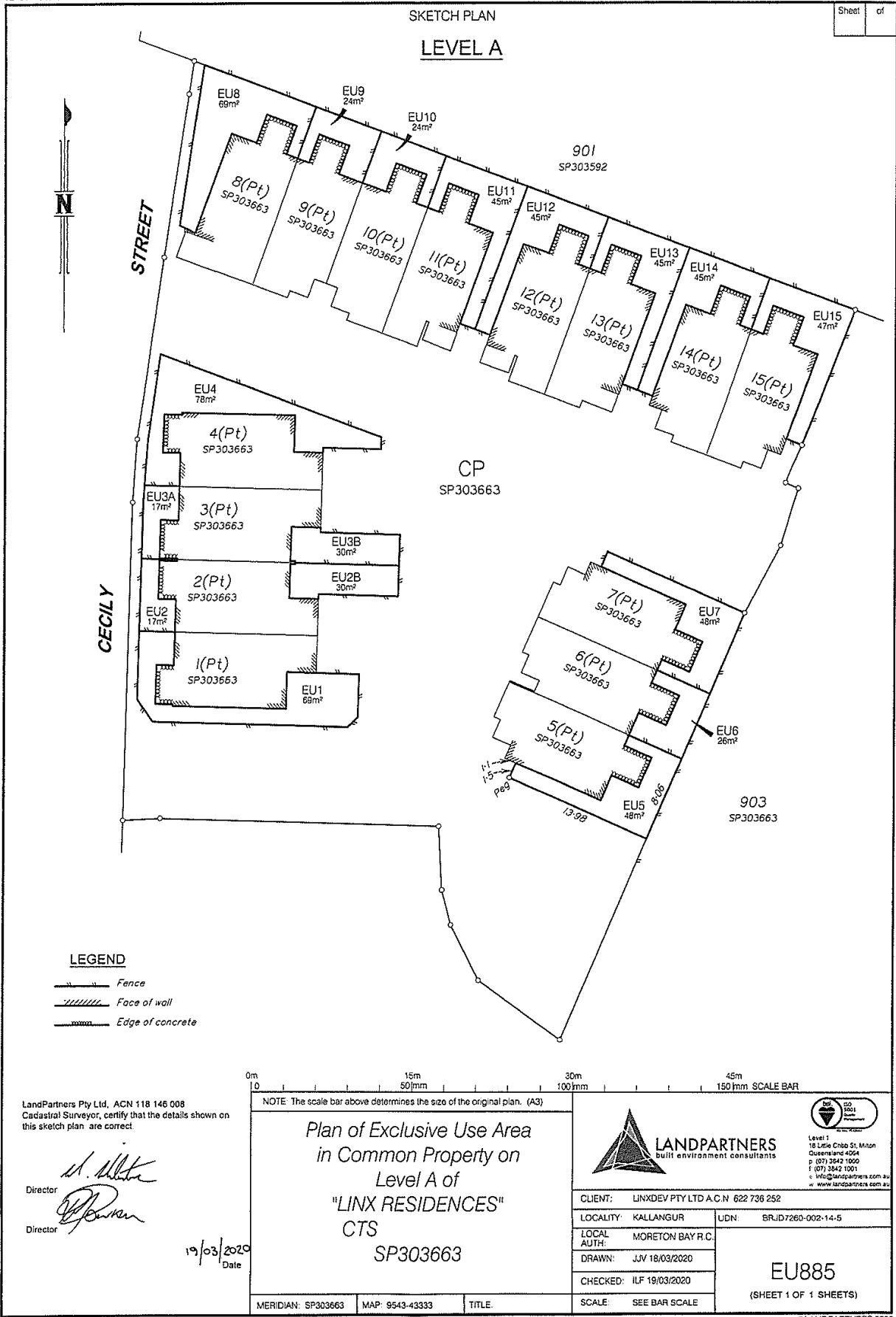
LOT ON PLAN	EXCLUSIVE USE AREA	PURPOSE
54 on SP 309048	EU54	Private Courtyard
55 on SP 309048	EU55	Private Courtyard
56 on SP 309048	EU56	Private Courtyard
57 on SP 309048	EU57	Private Courtyard
58 on SP 309048	EU58	Private Courtyard
59 on SP 309048	EU59	Private Courtyard
60 on SP 309048	EU60	Private Courtyard
61 on SP 309048	EU61	Private Courtyard
62 on SP 309048	EU62	Private Courtyard
63 on SP 309048	EU63	Private Courtyard
64 on SP 309048	EU64	Private Courtyard
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72 on SP 309048	EU72	Private Courtyard
73 on SP 309048	EU73	Private Courtyard
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91 on SP 303682	EU91	Private Courtyard
92 on SP 303682	EU92	Private Courtyard
93 on SP 303682	EU93	Private Courtyard
94 on SP 303682	EU94	Private Courtyard
95 on SP 303682	EU95	Private Courtyard
96 on SP 303682	EU96	Private Courtyard
97 on SP 303682	EU97	Private Courtyard
98 on SP 303682	EU98	Private Courtyard
99 on SP 303682	EU99	Private Courtyard
100 on SP 303682	EU100	Private Courtyard
101 on SP 303682	EU101	Private Courtyard
102 on SP 303682	EU102	Private Courtyard
103 on SP 303682	EU103	Private Courtyard
104 on SP 303682	EU104	Private Courtyard
105 on SP 303682	EU105	Private Courtyard
106 on SP 303682	EU106	Private Courtyard
107 on SP 303682	EU107	Private Courtyard

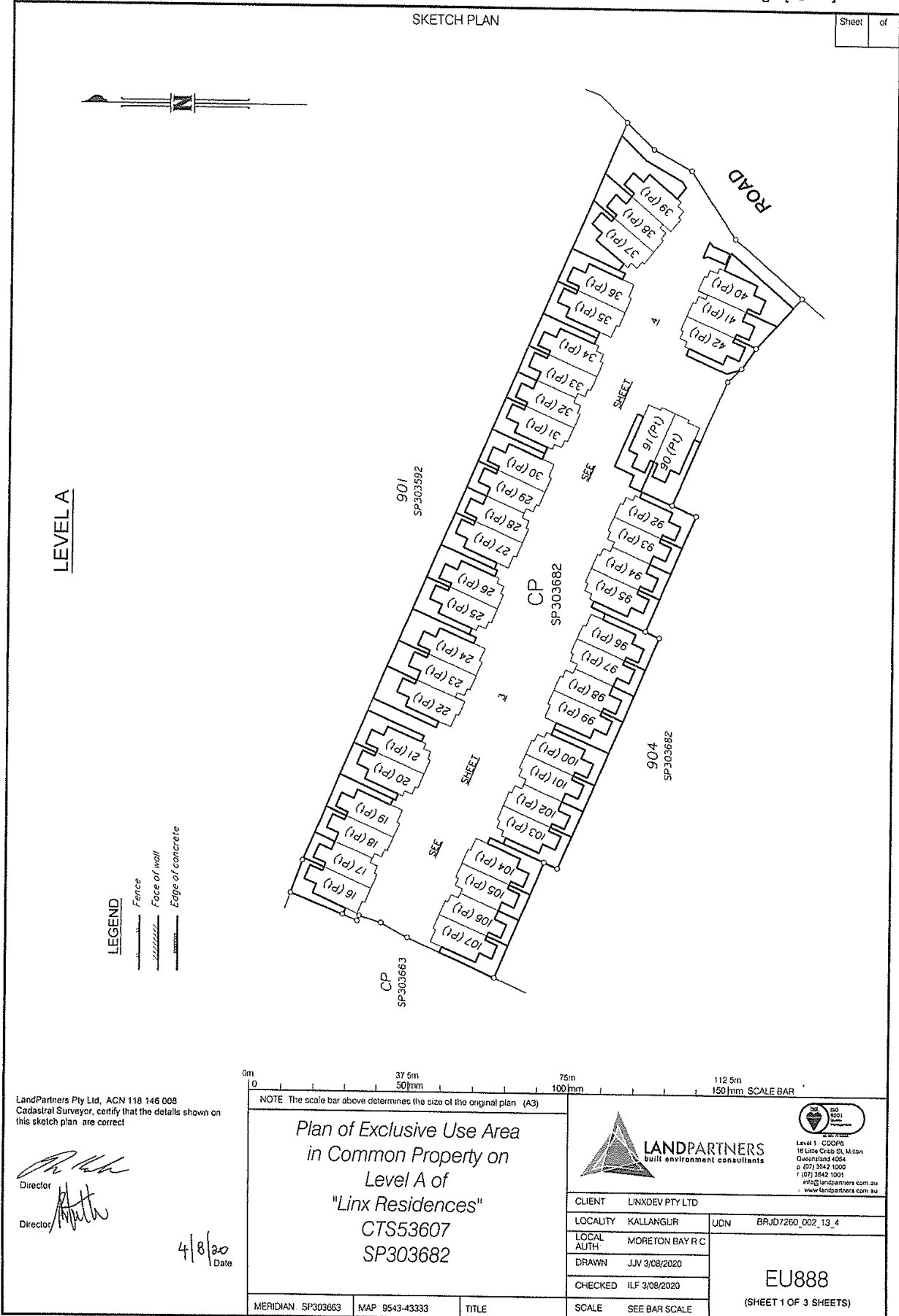
(As specified on the plan attached and marked Annexure "A" to be used for the purposes and on the conditions outlined in by-law 39)

Title Reference 51217803

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ANNEXURE "A"

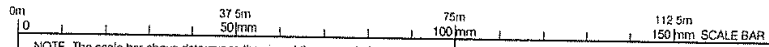




LEVEL A

LEGEND

- Fence
- Force of wall
- Edge of concrete



LandPartners Pty Ltd, ACN 118 146 008
Cadastral Surveyor, certify that the details shown on
this sketch plan are correct

Director

Director

4/8/20
Date

NOTE The scale bar above determines the size of the original plan (A3)

Plan of Exclusive Use Area
in Common Property on
Level A of
"Linx Residences"
CTS53607
SP303682



LANDPARTNERS
built environment consultants



Level 1 - CDDP
16 Lundy Circle St. Milton
Queensland 4054
p (07) 3342 1000
f (07) 3542 1001
e info@landpartners.com.au
www.landpartners.com.au

CLIENT	LINXDEV PTY LTD
LOCALITY	KALLANGUR
UDN	BRJD7260_002_13_4
LOCAL AUTH	MORETON BAY R C
DRAWN	JJV 3/08/2020
CHECKED	ILF 3/08/2020
SCALE	SEE BAR SCALE

EU888

(SHEET 1 OF 3 SHEETS)

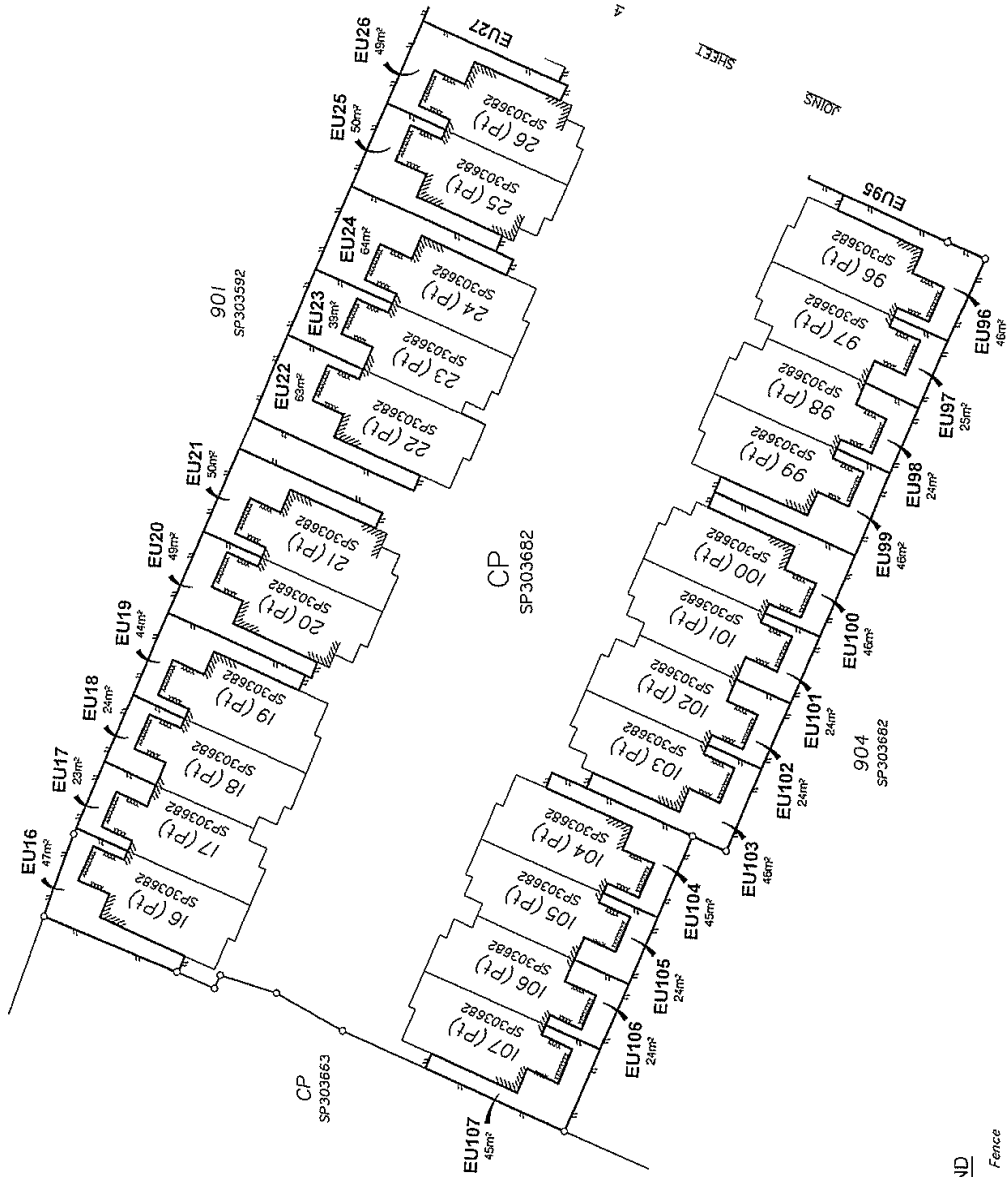
MERIDIAN SP303663 MAP 9543-43333 TITLE

ADDITIONAL SHEET

Sheet of



LEVEL A



LEGEND

- Face
- Face of wall
- Edge of concrete

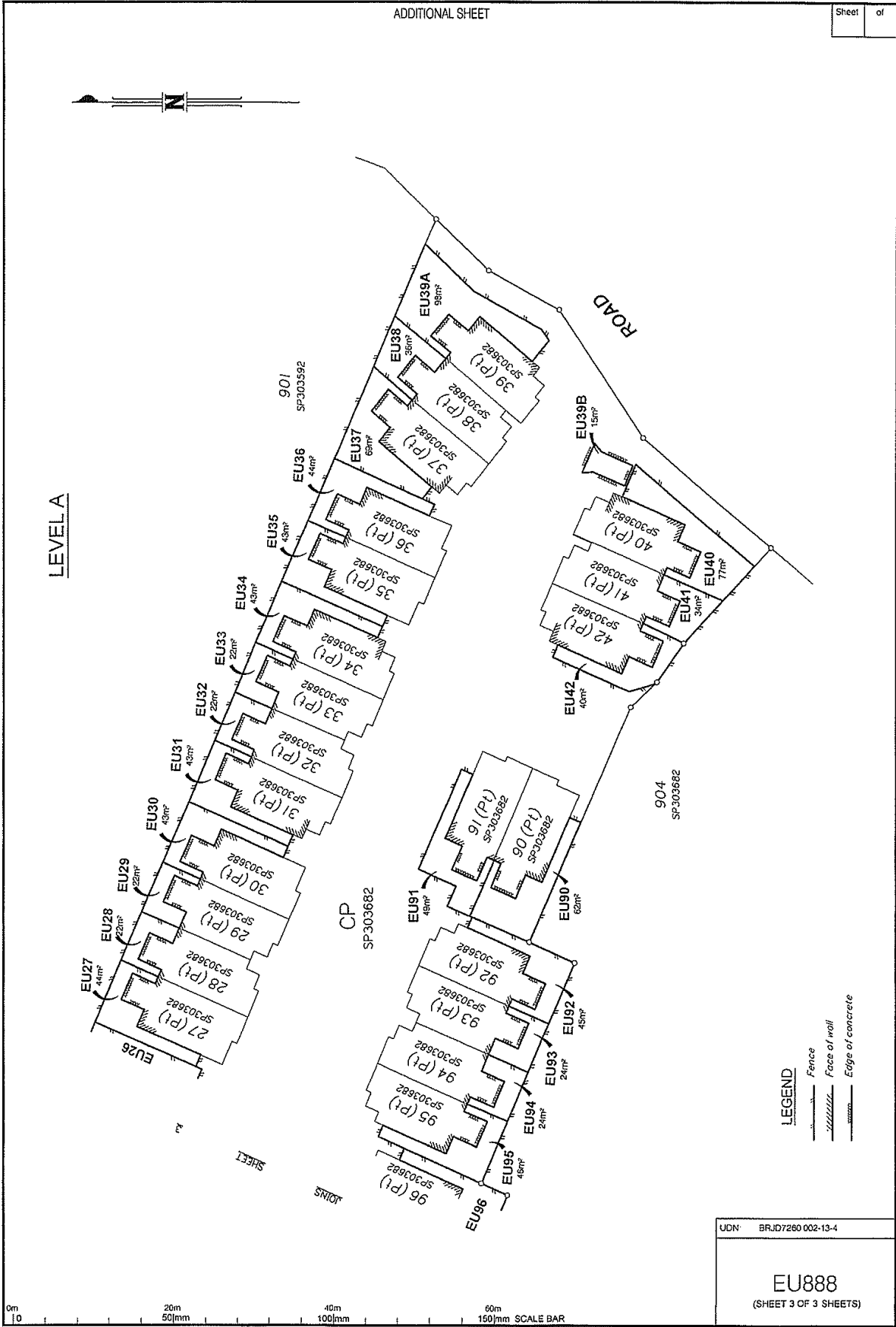


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(SHEET 2 OF 3 SHEETS)

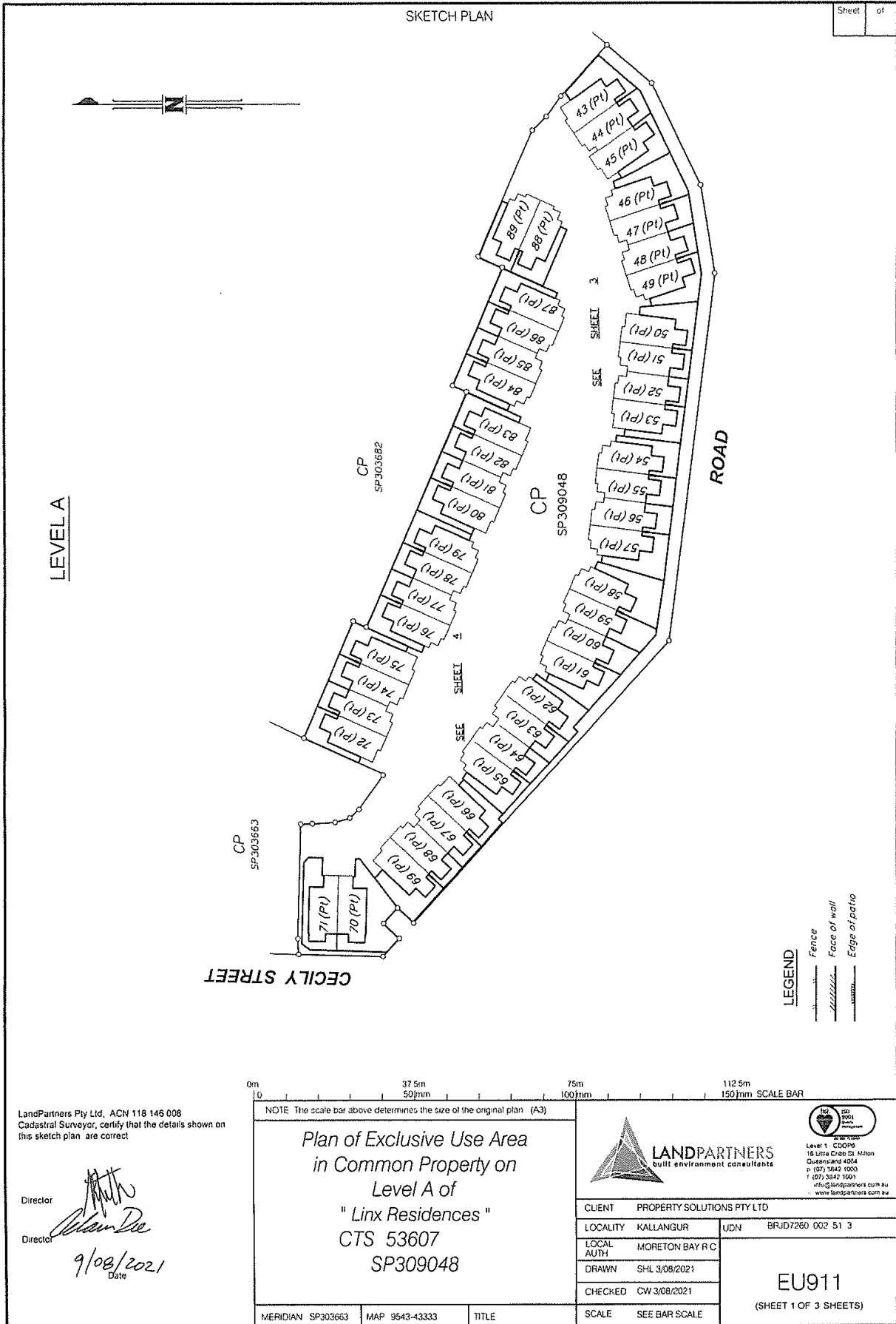
ADDITIONAL SHEET

Sheet	of



UDN: BRJD7260 002-13-4

EU888
(SHEET 3 OF 3 SHEETS)

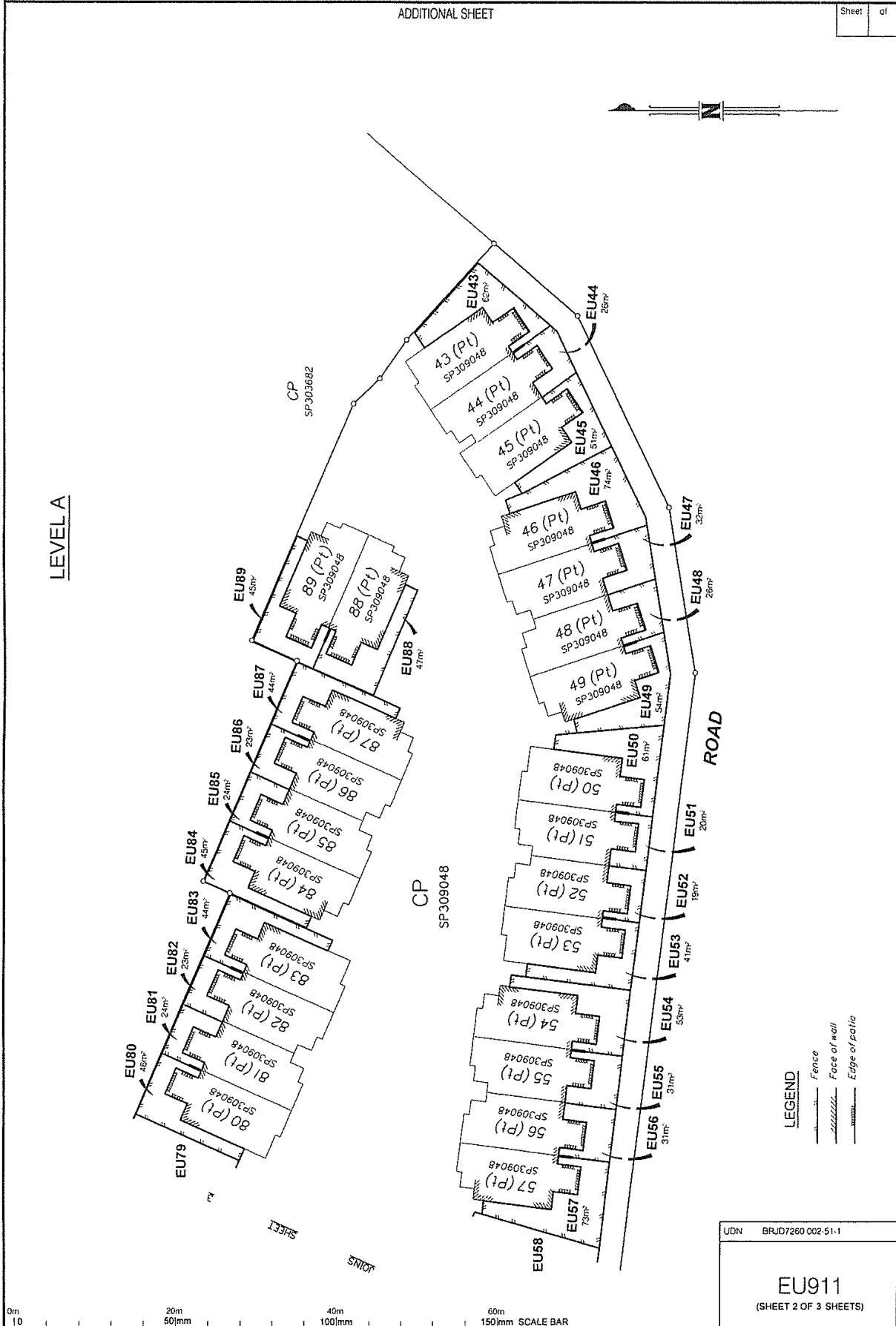


ADDITIONAL SHEET

Sheet	of



LEVEL A



LEGEND

	Fence
	Face of wall
	Edge of patio

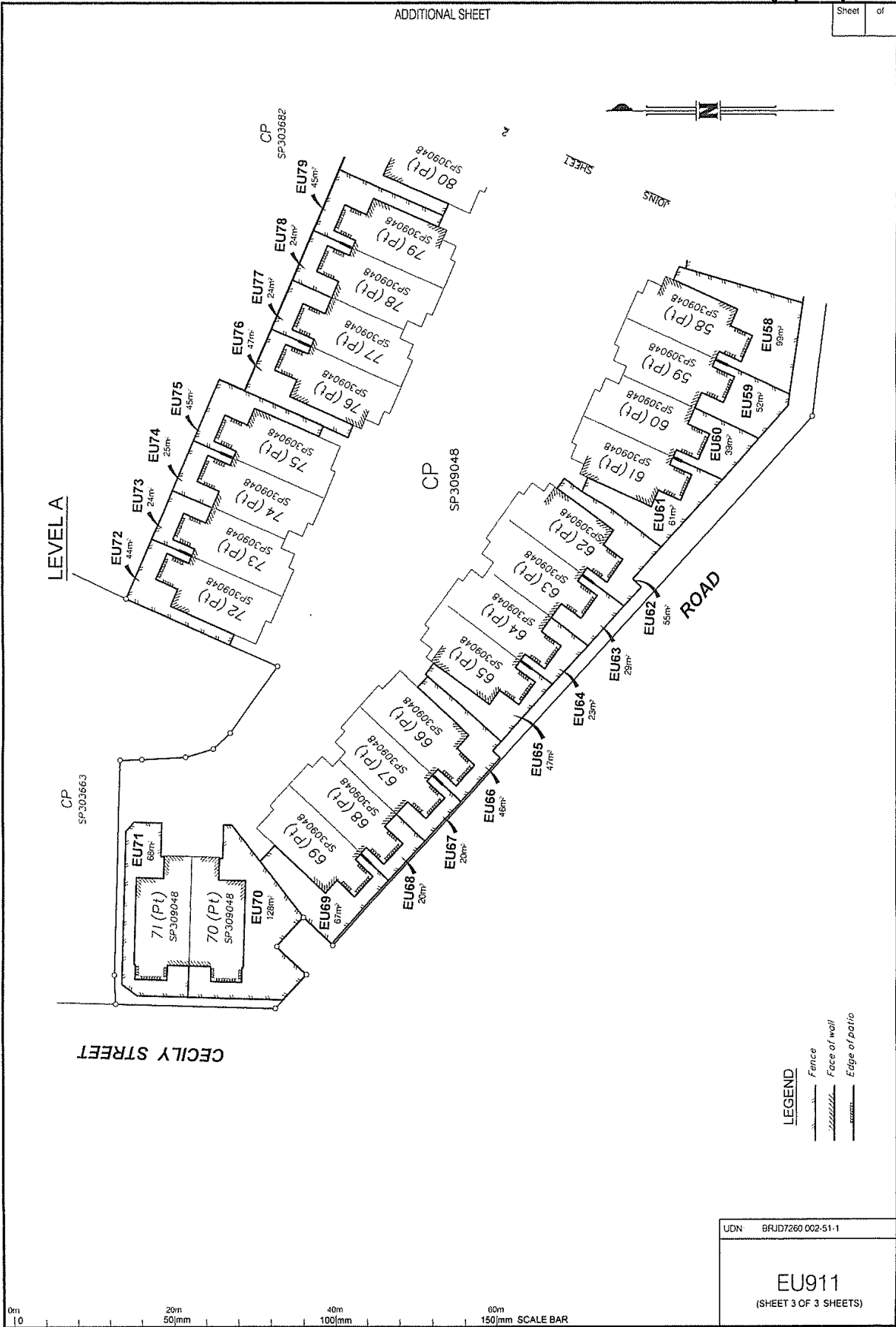
UDN BRJ07260 002-51-1

EU911
(SHEET 2 OF 3 SHEETS)



ADDITIONAL SHEET

Sheet of



CECILY STREET

ROAD

LEGEND

— Fence

— Face of wall

— Edge of plot

UDN BRJD7260 002-51-1

EU911
(SHEET 3 OF 3 SHEETS)

0m 10 20m 50mm 40m 100mm 60m 150mm SCALE BAR

Title Reference 51217803

Page 36 of 46



ANNEXURE "B"





LEGEND

- E— U/G Electricity Line
- NBN— NBN Line
- S— Sewer Line
- RW— Roofwater Line
- WM— Water Main
- SW— Stormwater Line
- Switch Board
- Tele Pit
- Community Light
- Sump Grate
- Field Gully
- Dual Pillar Hydrant
- CCTV Line



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Project Name
LINX Residences - CTS
STAGE 1
 88 Cecily St,
 Kallangur

Drawing Title:



COVER PLAN - Stage 1
SERVICE LOCATION
DIAGRAM

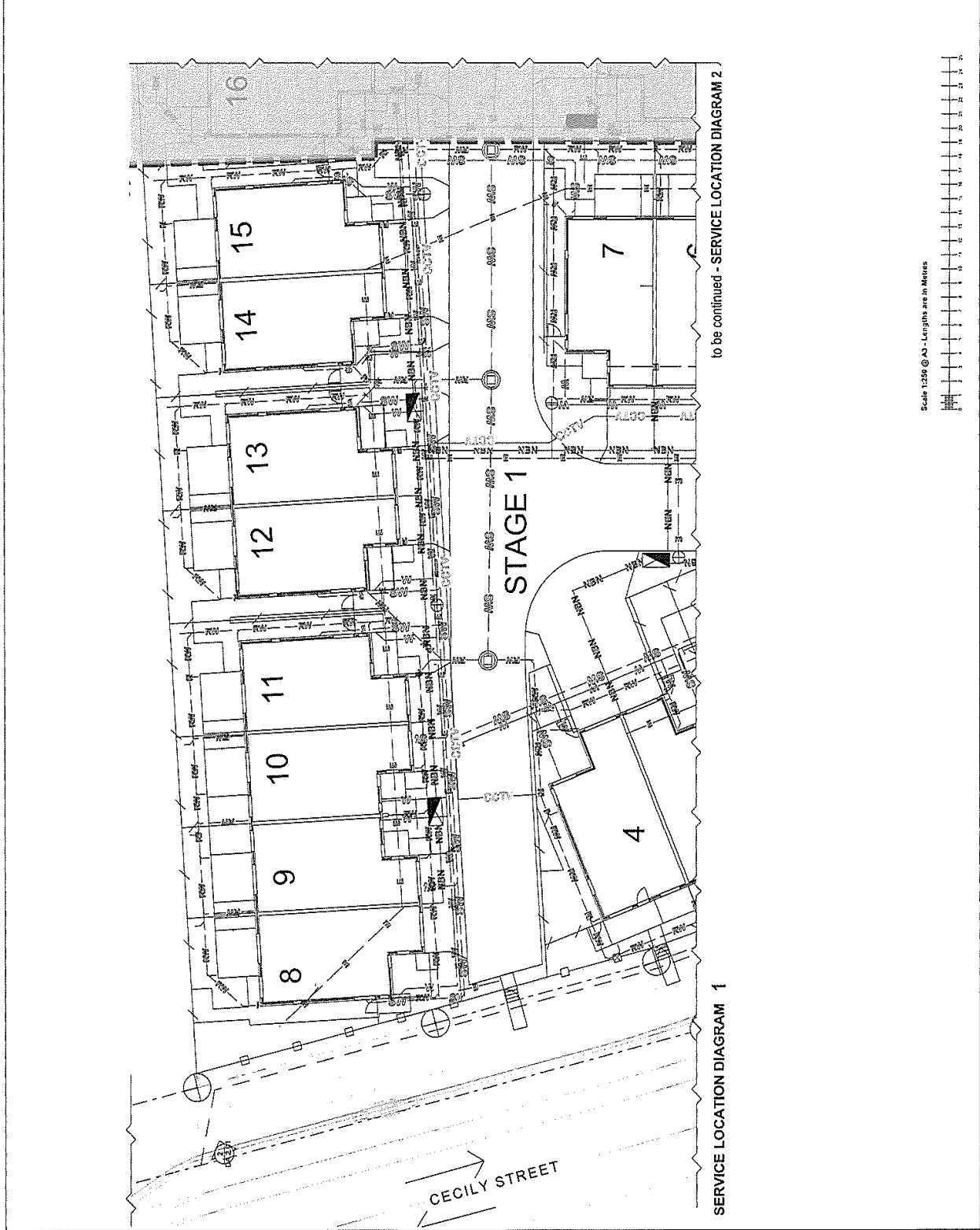
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Scale: As shown on A3		Drawn By: DS
Status: AS BUILT		Checked By: BT
Pkg Date:		4/21/2020





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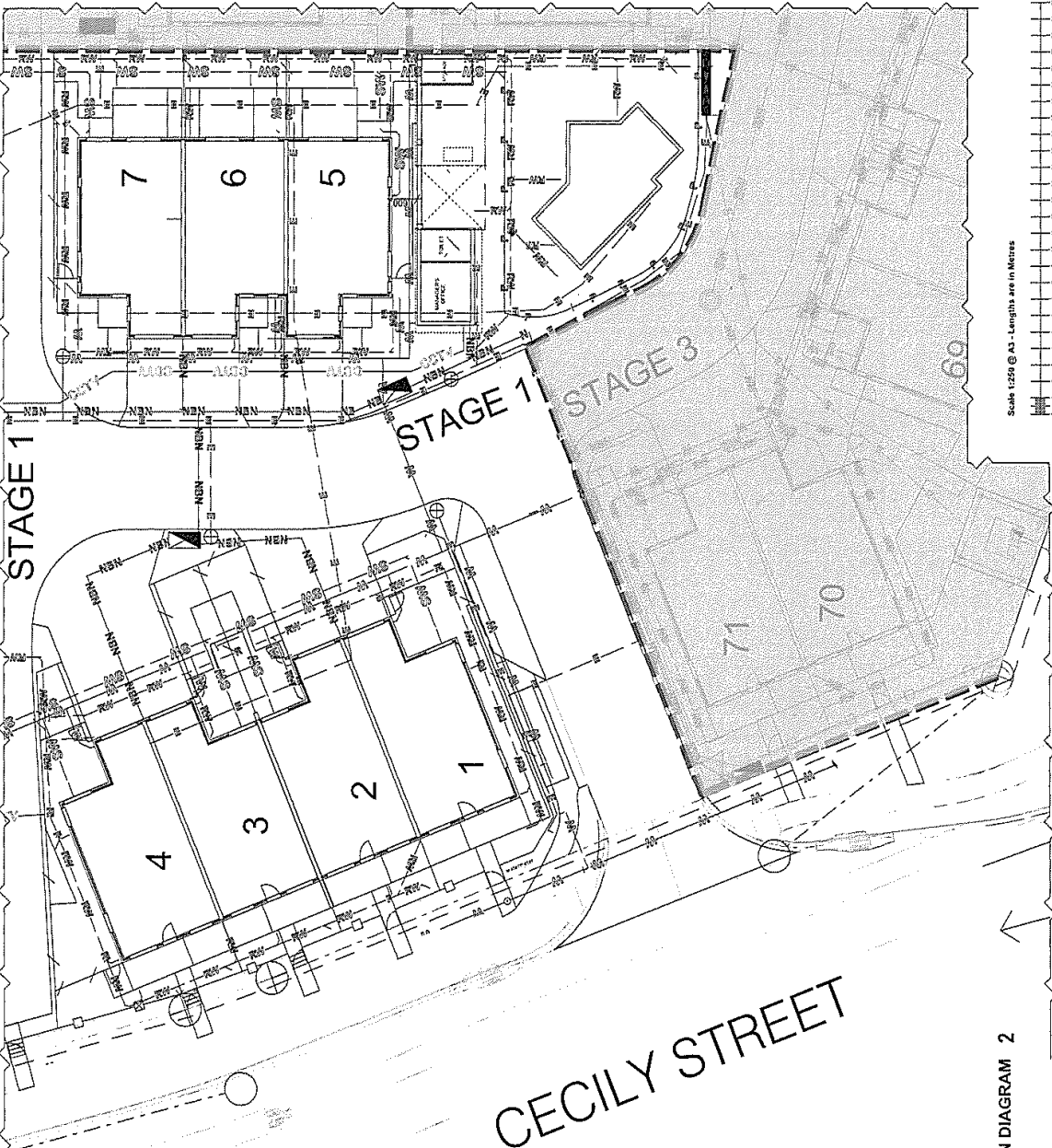
2

	<p>LEGEND</p> <ul style="list-style-type: none"> — U/G Electricity Line — NBN Line — Sewer Line — Roofwater Line — Water Main — Stormwater Line — Switch Board — Tele Pit — Community Light — Sump Grate — Field Gully — Dual Pillar Hydrant — CCTV Line 	 <p>AR DEVELOPMENTS PTY.LTD. Address: PO BOX 2214 Tingalpa, QLD 4173 Ph: (07) 3908 1111 Fax: (07) 3908 1112 Email: admin@ardevelopments.com.au</p>	<p>Project Name LINX Residences - CTS STAGE 1 88 Cecily St, Kallangur</p>	<p>Drawing Title: SERVICE LOCATION DIAGRAM 1</p> <table border="1"> <tr> <td>A</td> <td>Date:</td> <td>21.04.20</td> </tr> <tr> <td colspan="3">Scale: As shown on A3 Drawn By: DS</td> </tr> <tr> <td colspan="3">Checked By: BT</td> </tr> <tr> <td colspan="3">Pkg Date: 4/21/2020</td> </tr> </table>	A	Date:	21.04.20	Scale: As shown on A3 Drawn By: DS			Checked By: BT			Pkg Date: 4/21/2020		
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Scale: As shown on A3 Drawn By: DS																
Checked By: BT																
Pkg Date: 4/21/2020																



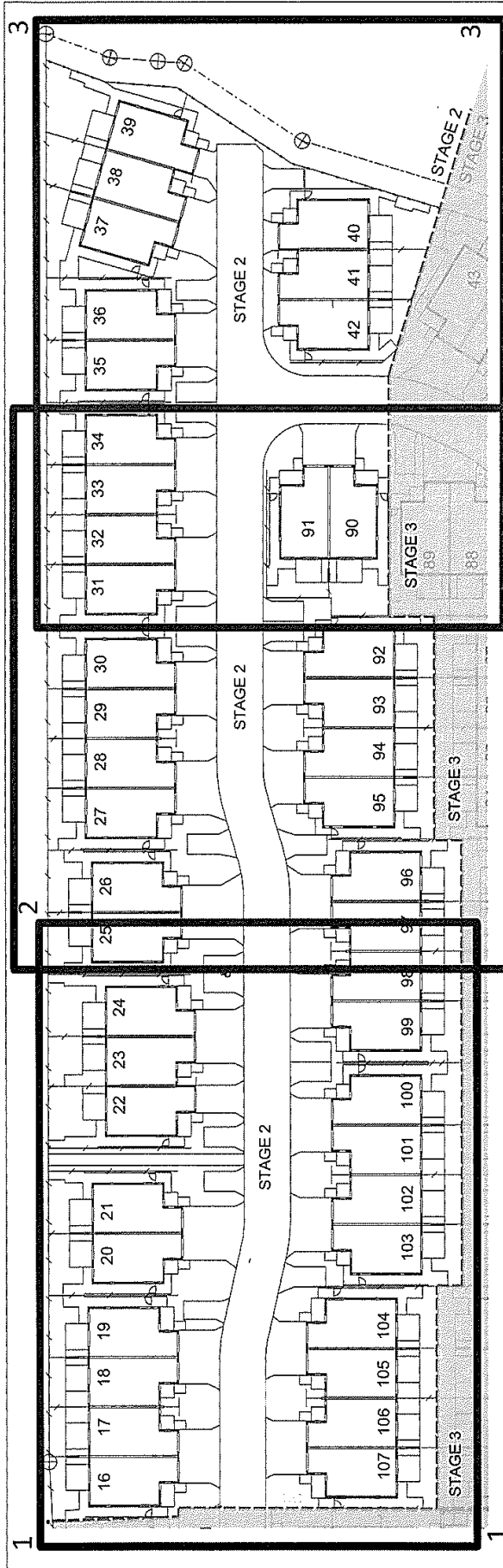
	<p>LEGEND</p> <ul style="list-style-type: none"> — U/G Electricity Line — NBN Line — Sewer Line — Roofwater Line — Water Main — Stormwater Line — Switch Board — Tele Pit — Community Light — Sump Grate — Field Gully — Dual Pillar Hydrant — CCTV Line 	 <p>AR DEVELOPMENTS PTY.LTD. Address: PO BOX 2214 Tingalpa, QLD 4173 Ph: (07) 3908 1111 Fax: (07) 3908 1112 Email: admin@ardevelopments.com.au</p>	<p>Project Name LINX Residences - CTS STAGE 1 88 Cecily St, Kallangur</p>	<p>Drawing Title: SERVICE LOCATION DIAGRAM 2</p> <table border="1"> <tr> <td>A</td> <td>Date:</td> <td>21.04.20</td> </tr> <tr> <td colspan="3">Scale: As shown on A3 Drawn By: DS</td> </tr> <tr> <td colspan="3">Status: AS BUILT Checked By: BT</td> </tr> <tr> <td colspan="3">P/E Date: 4/1/2020</td> </tr> </table>	A	Date:	21.04.20	Scale: As shown on A3 Drawn By: DS			Status: AS BUILT Checked By: BT			P/E Date: 4/1/2020		
A	Date:	21.04.20														
Scale: As shown on A3 Drawn By: DS																
Status: AS BUILT Checked By: BT																
P/E Date: 4/1/2020																

to be continued - SERVICE LOCATION DIAGRAM 1



Scale 1:250 @ A3 - Lengths are in Metres

SERVICE LOCATION DIAGRAM 2



LEGEND

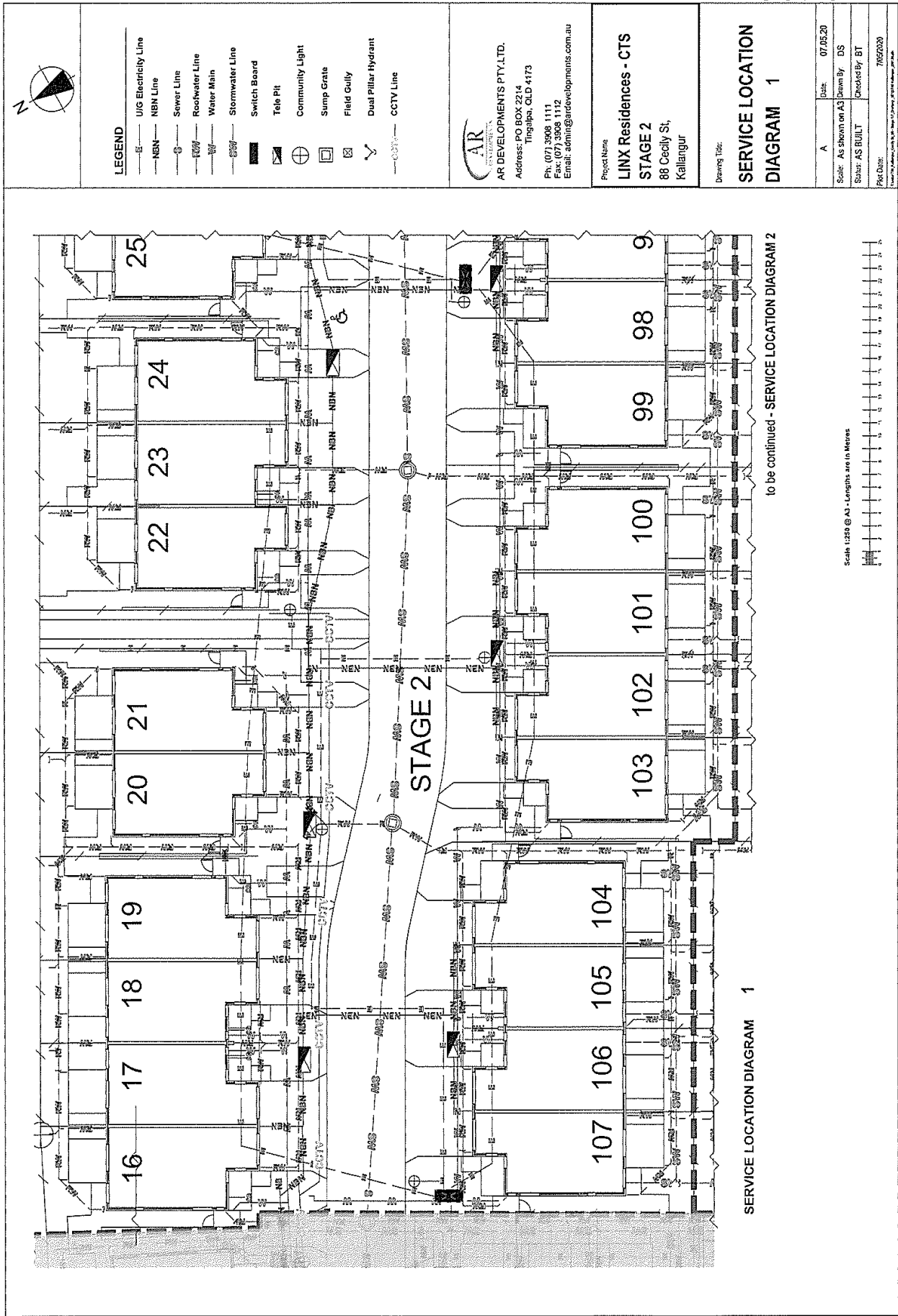
- E— U/G Electricity Line
- NBN— NBN Line
- S— Sewer Line
- RW— Roofwater Line
- WM— Water Main
- SW— Stormwater Line
- Switch Board
- ⊠ Tele Pit
- ⊕ Community Light
- Sump Grate
- ⊗ Field Gully
- ⤵ Dual Pillar Hydrant
- CCTV— CCTV Line

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Project Name
LINX Residences - CTS
STAGE 2
 88 Cecily St,
 Kallangur

Drawing Title:
COVER PLAN - Stage 2
SERVICE LOCATION
DIAGRAM

Scale: As shown on A3
 Date: 07/05/20
 Status: AS BUILT
 Checked By: BT
 P&ID No: 7055033





LEGEND

- E— U/G Electricity Line
- NBN— NBN Line
- S— Sewer Line
- RW— Roofwater Line
- WM— Water Main
- SW— Stormwater Line
- SB— Switch Board
- TP— Tele Pit
- CL— Community Light
- SG— Sump Grate
- FG— Field Gully
- DPH— Dual Pillar - Hydrant
- CCTV— CCTV Line



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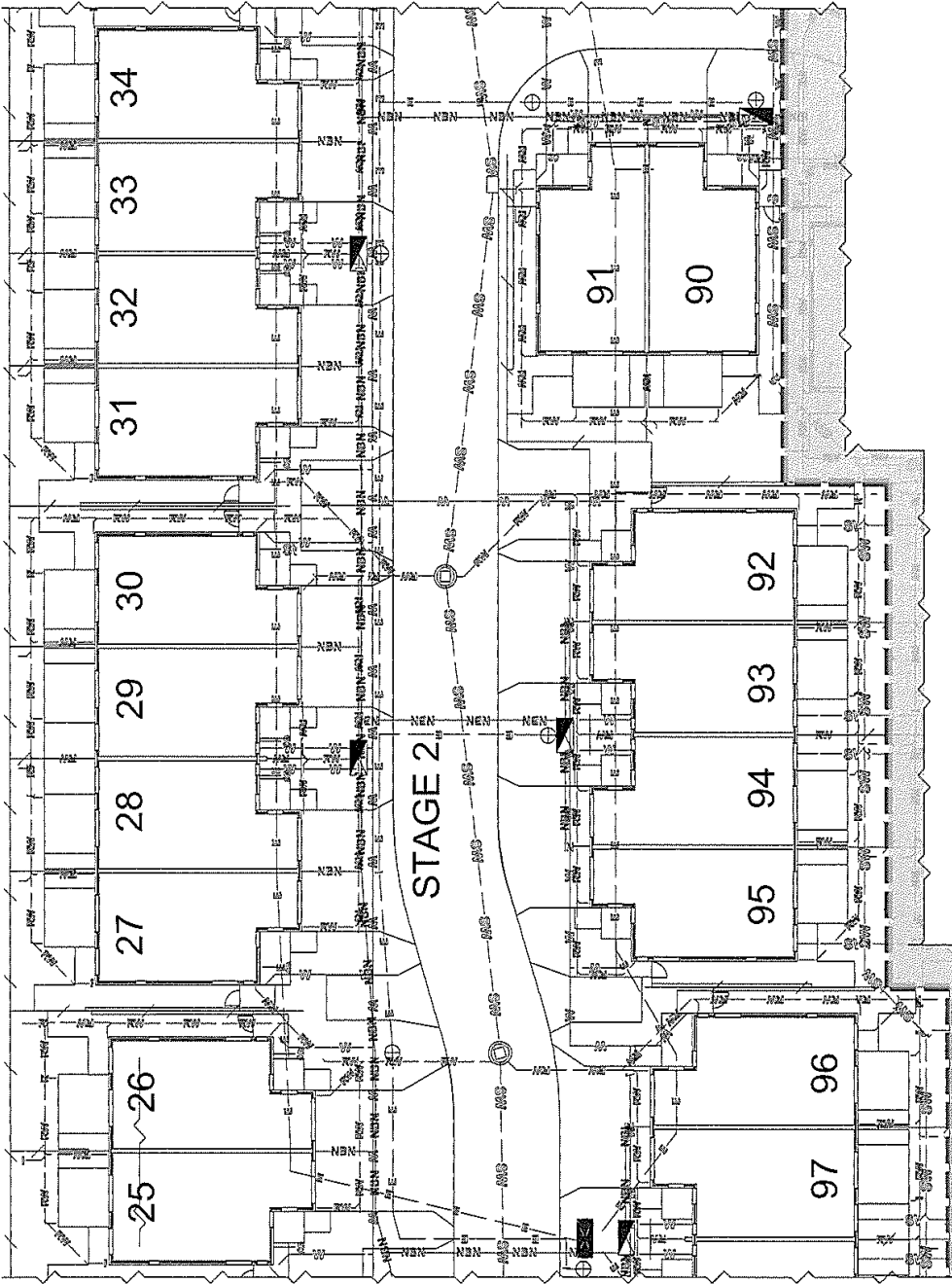
Project Name
LINX Residences - CTS
STAGE 2
 88 Cecily St,
 Kallangur

Drawing Title:

SERVICE LOCATION DIAGRAM 2

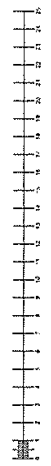
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Checked By:	BT	
Proj. Date:	7/5/2020	

to be continued - SERVICE LOCATION DIAGRAM 3



to be continued - SERVICE LOCATION DIAGRAM 1

Scale 1:250 @ A3 - Lengths are in Metres



SERVICE LOCATION DIAGRAM 2



LEGEND

—E—	UG Electricity Line
—NBN—	NBN Line
—S—	Sewer Line
—RW—	Roofwater Line
—WM—	Water Main
—SW—	Stormwater Line
—SB—	Switch Board
—TP—	Tele Pin
—CL—	Community Light
—SG—	Sump Grate
—FG—	Field Gully
—DPH—	Dual Pillar Hydrant
—CCTV—	CCTV Line



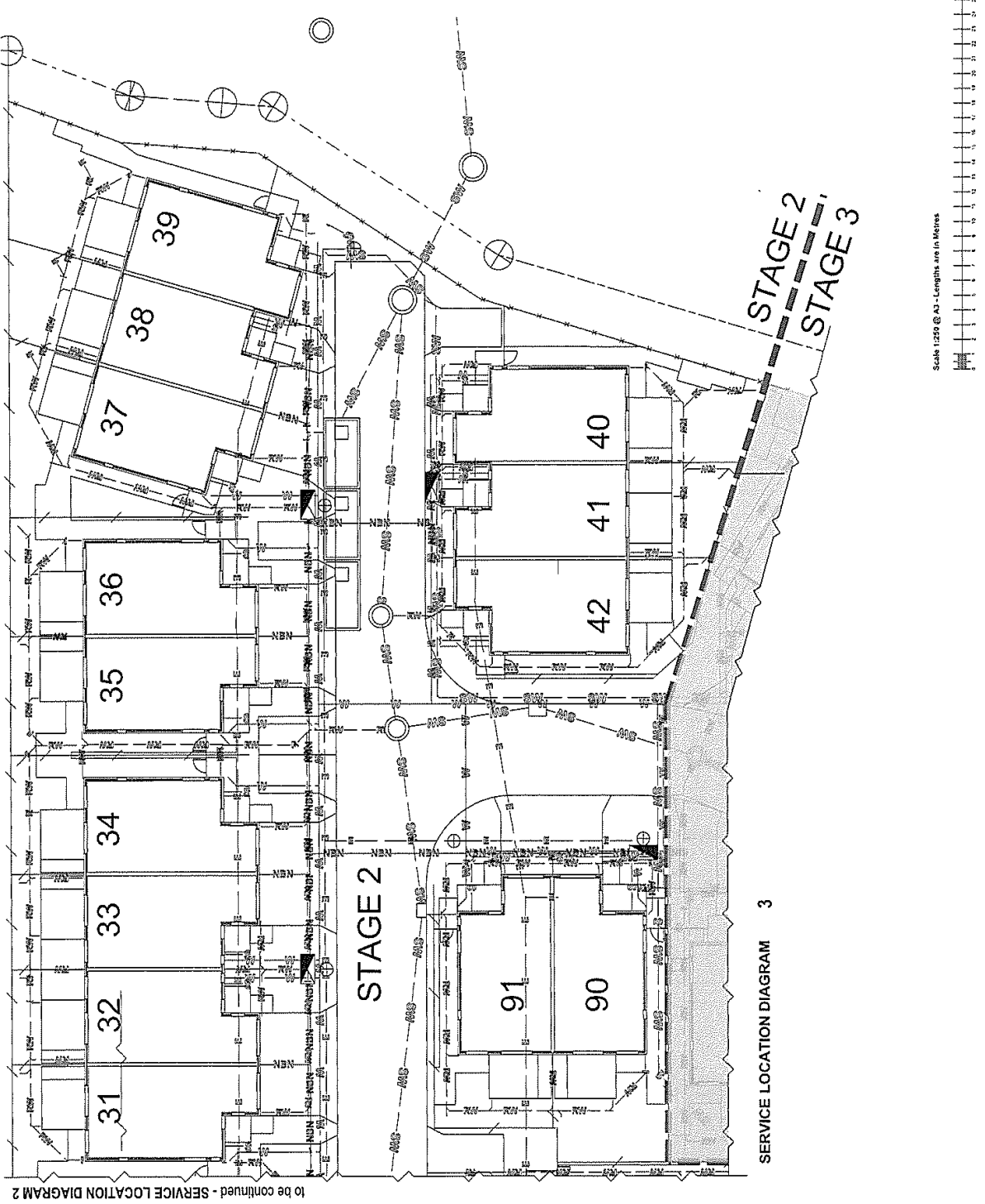
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 Tingalpa, QLD 4173
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 Fax: (07) 3908 1112
 Email: admin@ardevelopments.com.au

Project Name
LINX Residences - CTS
STAGE 2
 88 Cecily St,
 Kallangur

Drawing Title:

SERVICE LOCATION
DIAGRAM 3

A	Date: 07.05.20
Scale: As shown on A3	Drawn By: DS
Status: AS BUILT	Checked By: BT
Proj. Disc: 70592030	



SERVICE LOCATION DIAGRAM 3



LEGEND

- U/G Electricity Line
- NBN Line
- Sewer Line
- Roofwater Line
- Water Main
- Stormwater Line
- Switch Board
- Tele Pit
- Community Light
- Sump Grate
- Field Gully
- Dual Pillar Hydrant
- CCTV Line



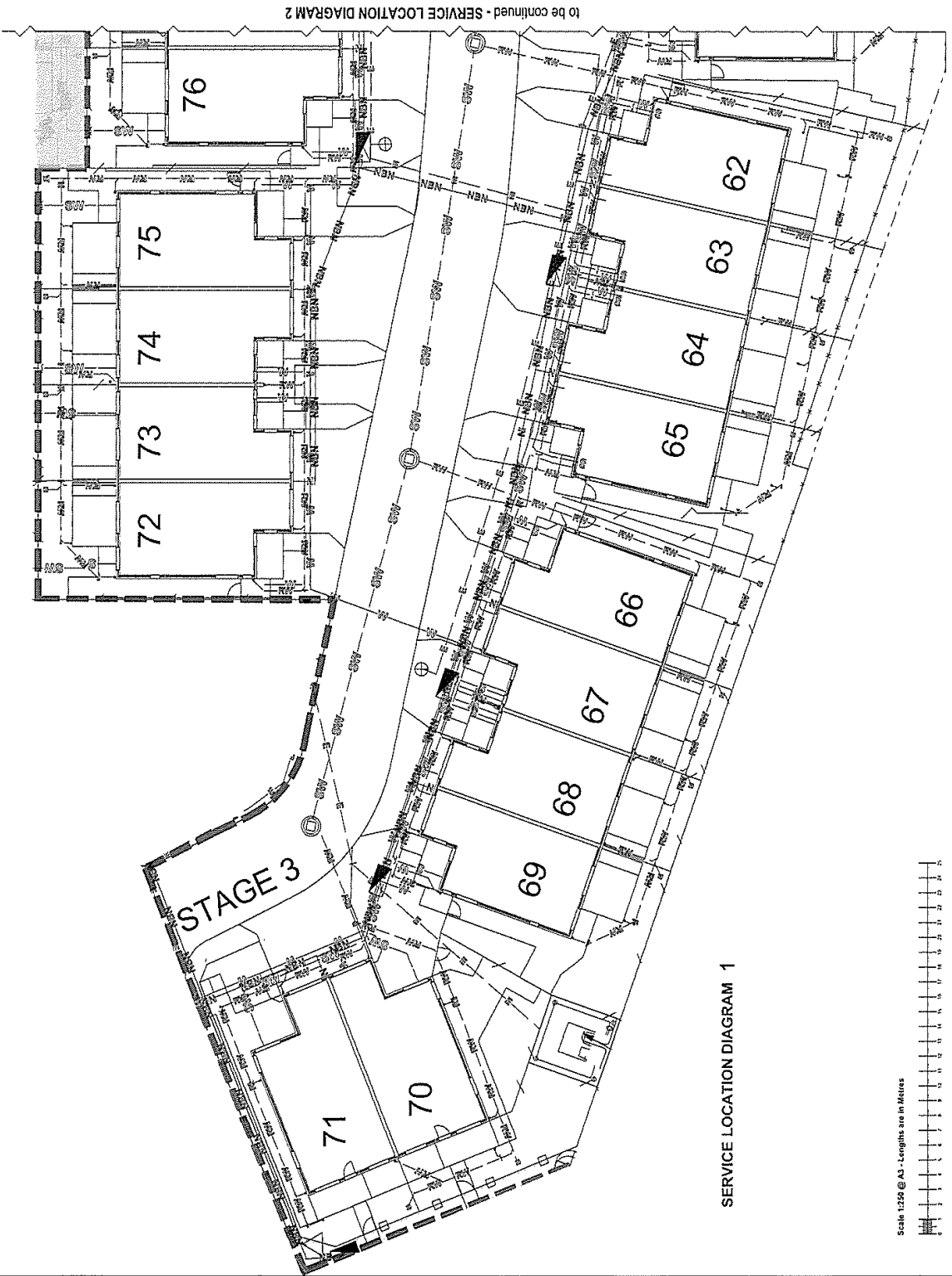
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Project Name
LINX Residences - CTS
STAGE 3
 88 Cecily St,
 Kallangur

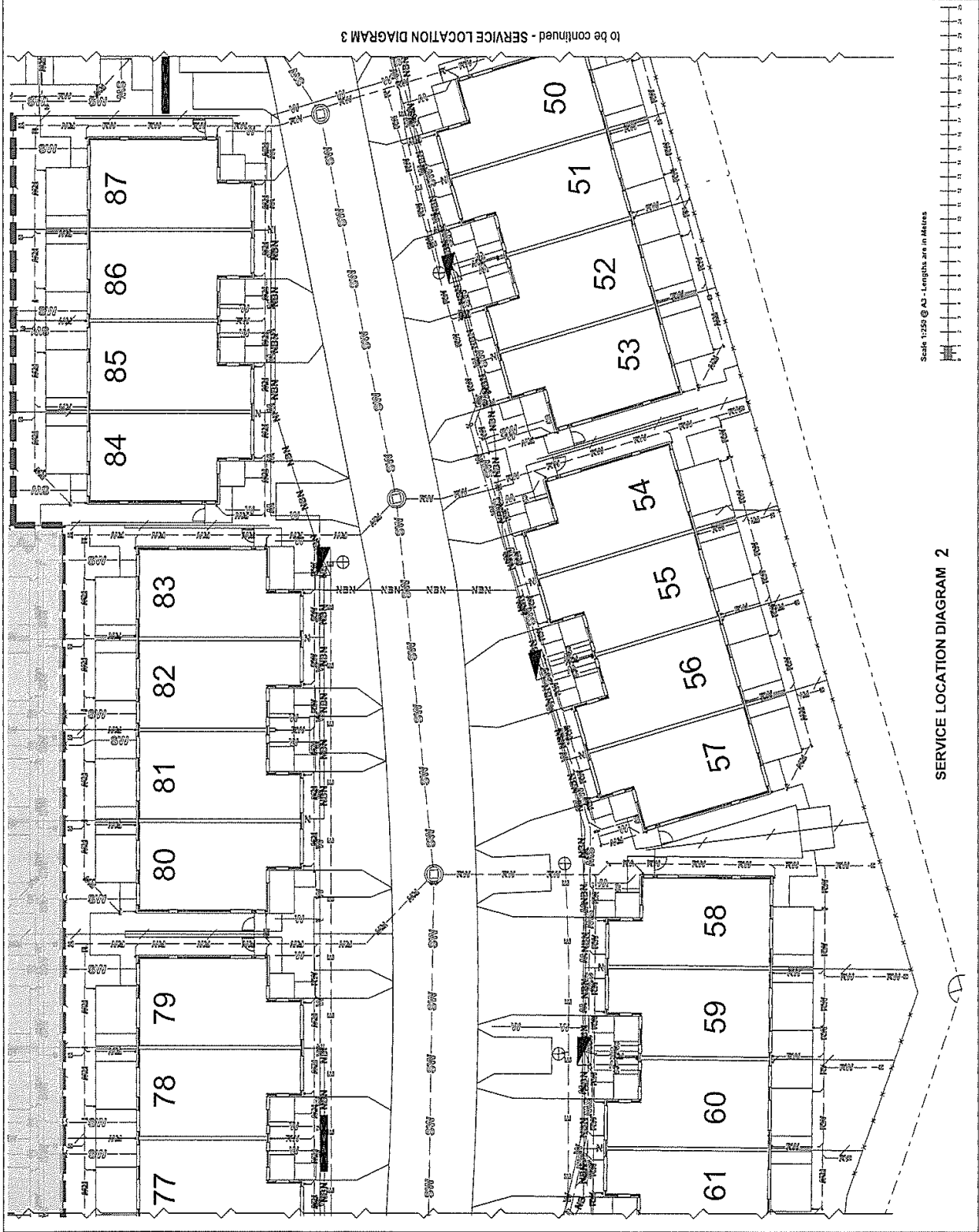
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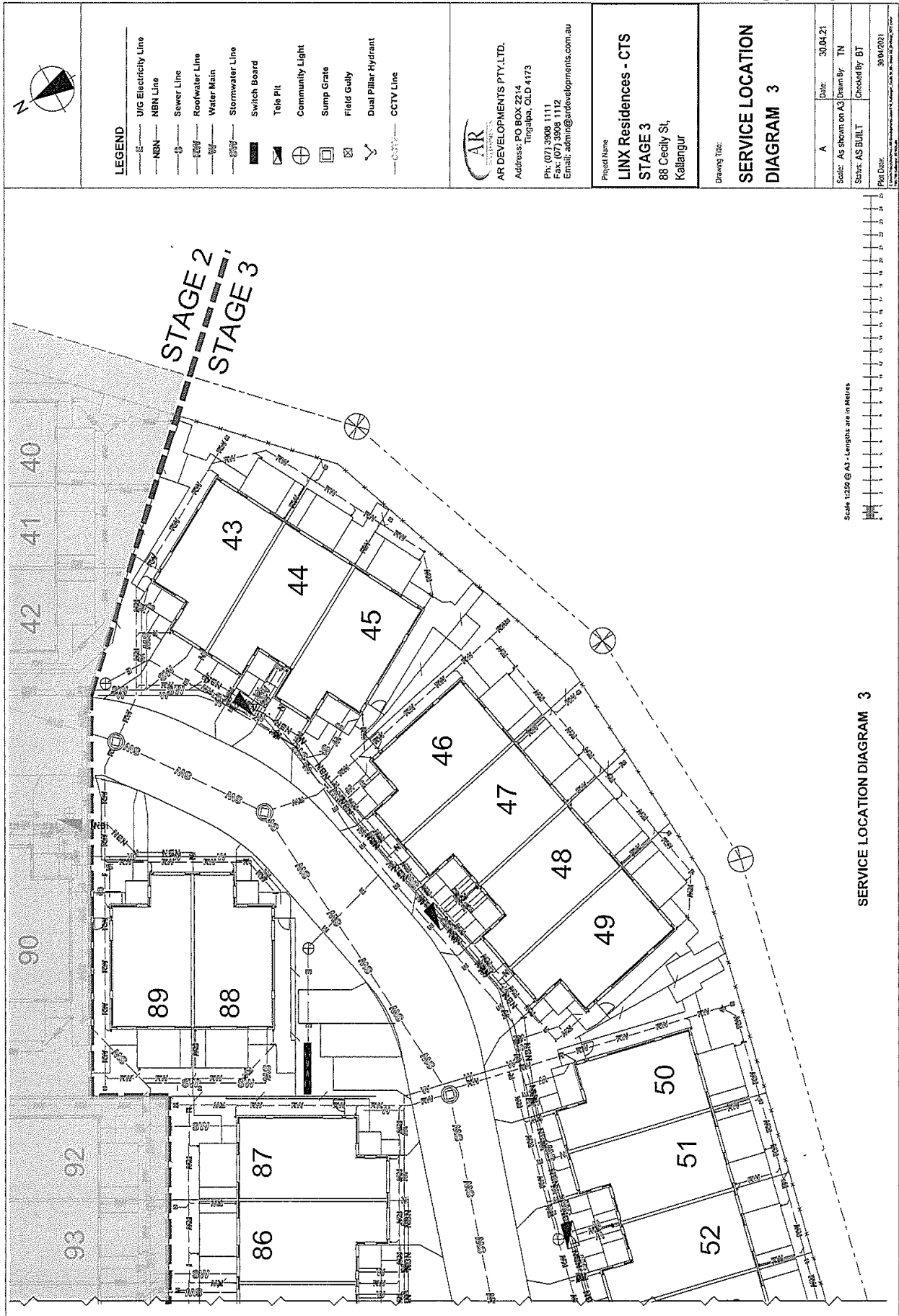
**SERVICE LOCATION
DIAGRAM 1**

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Scale: As shown on A3		
Drawn By:	TN	
Checked By:	BT	
Proj. Date:	30/04/2021	



	LEGEND U/G Electricity Line NBN Line Sewer Line Roofwater Line Water Main Stormwater Line Switch Board Tele Pit Community Light Sump Grate Field Gully Dual Pillar Hydrant CCTV Line	
	 AR DEVELOPMENTS PTY.LTD. Address: PO BOX 2214 Tingalpa, QLD 4173 Ph: (07) 3908 1111 Fax: (07) 3908 1112 Email: admin@ardevelopments.com.au	
Project Name LINX Residences - CTS STAGE 3 88 Cecily St, Kallangur		Drawing Title: SERVICE LOCATION DIAGRAM 2
A	Date: 30.04.21	Scale: As shown on A3 Drawn By: TN Checkd By: BT PLO Date: 30/04/2021





MINUTES OF THE FIRST EXTRAORDINARY GENERAL MEETING OF THE BODY CORPORATE FOR LINX RESIDENCES CTS 53607 HELD AT THE OFFICES OF QBS STRATA MANAGEMENT, 3/3 NORTHWARD STREET, UPPER COOMERA ON TUESDAY, 5 MAY 2020 AT 5.00PM

PRESENT

Michael McMillan representing Linxdev Pty Ltd ACN 622 736 252

IN ATTENDANCE

Craig Brennan representing QBS Strata Management Pty Ltd.

CHAIRPERSON

Michael McMillan as nominee of the Original Owner would chair the meeting, as a Chairperson has not yet been appointed.

PRESENTATION OF NOTICE IN WRITING FROM LINXDEV PTY LTD ACN 622 736 252 SPECIFYING NOMINEE

The Chairperson presented to the meeting written notification giving details of his appointment as the nominee of Linxdev Pty Ltd ACN 622 736 252.

NOTICE OF MEETING

The Chairperson tabled a request for the calling of an Extraordinary General Meeting and noted that as all lots are in identical ownership that no notice of the meeting was required to be given.

QUORUM

The Chairperson noted that a quorum was present, as he was the only person entitled to vote at the meeting.

BUSINESS OF THE MEETING

1.	Establishment of the Body Corporate	Ordinary Resolution
----	-------------------------------------	---------------------

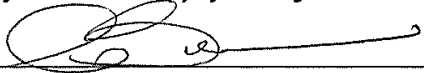
The Chairperson reported that the Body Corporate was established in the Department of Natural Resources on 5 May 2020, and that the First Community Management Statement was recorded on that date.

The Chairperson reported that the Body Corporate and Community Management (Accommodation Module) Regulation 1997 would apply to the Scheme.

RESOLVED that the Chairperson be authorised to sign all necessary documents and to affix the seal of the Body Corporate, to give effect to the registration of each stage within the Body Corporate.

CARRIED by the Chairperson, as the nominee of the Sole and Original Owner.



Certified as a true copy of the original

Craig Brennan – Body Corporate Manager
Dated: 29 July 2021

QBS Strata Management

PO Box 1079, Oxenford, QLD 4210

Phone: (07) 5519 9000 Email: reception@qbsmanagement.com.au

Website: picagroup.com.au/qbs-strata-management ACN: 114 635 193

Trustee for S.E. QLD Corporate Management Unit Trust, where ABN 86 965 584 736 is the ABN of the trust.



qbs strata
management

powered by pica group

14 April 2026

LINX RESIDENCES CTS 53607
Registered for GST

ABN 63 465 213 591

Tax Invoice

Hayley Crowe

Ref

Re Lot 56 LINX RESIDENCES CTS 53607

Fee 84.10 Paid

Above Fee includes GST

See attached Form 33 Body Corporate Certificate for the above Lot.

Please ensure the name listed on the file is correct, otherwise contact us immediately for a statement of account to verify.

Once settlement has occurred, would you please ensure:

- That you forward the completed BCCM Form 8 - Change of Ownership Form to our office within 7 days of settlement;
- Provide any additional contact information for the new owners (ie. Email address, phone number, postal address etc).

Thanking you in advance,

QBS Strata Management

Disclaimer - if it eventuates that the ownership of the property described in this report has, by way of transfer, transmission or in another way, passed to a person or entity entitled to be the registered owner of the lot, then all rates and levies become the responsibility of that owner, from the date of settlement. Late payment of levies can attract financial penalties imposed by the properties body corporate, which will not be reversed if the Pica Group has not been advised of a change of ownership. Therefore, the BCCM Form 8 must be completed by your solicitor or conveyancer and forwarded to our office following settlement to prevent unnecessary financial penalties.

BCCM

Form 33

Department of Justice

Body corporate certificate

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

This form is effective from 1 August 2025

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

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

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

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

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

This certificate does not include information about:

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

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

The community management statement

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

The Office of the Commissioner for Body Corporate and Community Management

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

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

The information in this certificate is issued on 14/04/2026

Becoming an owner

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

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

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

How to get more information

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

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

Contacting the body corporate

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

Name and number of the community titles scheme

LINX RESIDENCES

CTS No. **53607**

Body corporate manager

Bodies corporate often engage a body corporate manager to handle administrative functions.

Is there a body corporate manager for the scheme?

Yes. The body corporate manager is:

Name: **Alison Haslip-Franz**

Company: **QBS Strata Management**

Phone: **07 5519 9000**

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

Accessing records

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

The body corporate manager named above.

Property and community titles scheme details

Lot and plan details

Lot number: **56**

Plan type and number: **309048**

Plan of subdivision: **BUILDING FORMAT PLAN**

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

Regulation module

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

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

The regulation module that applies to this scheme is the:

Accommodation

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

Layered arrangements of community titles schemes

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

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

No

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

Building management statement

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

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

No

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

By-laws and exclusive use areas

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

What by-laws apply?

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

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

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

General by-laws

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

Exclusive use areas

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

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

Yes

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

given with this certificate and listed below

Date of Resolution	Lot Description	Conditions
18/08/21	ALL For specified lots	refer to CMS

Lot entitlements and financial information

Lot entitlements

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

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

Contribution schedule

Contribution schedule lot entitlement for the lot: **1**

Total contribution schedule lot entitlements for all lots: **107**

Interest schedule

Interest schedule lot entitlement for the lot: **1**

Total interest schedule lot entitlements for all lots: **107**

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 **56** for the current financial year: \$ **2,458.00**

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

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

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

Period	Due date	Amount due	Amount due if discount applied	Paid
01/05/25 to 31/07/25	01/05/25	604.00	604.00	20/03/25
01/08/25 to 31/10/25	01/08/25	604.00	604.00	16/06/25
01/11/25 to 31/01/26	01/11/25	625.00	625.00	22/09/25
01/02/26 to 30/04/26	01/02/26	625.00	625.00	15/12/25
01/05/26****31/07/26	01/05/26	625.00	625.00	
01/08/26****31/10/26	01/08/26	625.00	625.00	
			Amount overdue	Nil
			Amount Unpaid including amounts billed not yet due	\$625.00

Sinking fund contributions

Total amount of contributions (before any discount) for lot **56** for the current financial year: \$ **752.00**

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

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

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

Period	Due date	Amount due	Amount due if discount applied	Paid
01/05/25 to 31/07/25	01/05/25	174.00	174.00	20/03/25
01/08/25 to 31/10/25	01/08/25	174.00	174.00	16/06/25
01/11/25 to 31/01/26	01/11/25	202.00	202.00	22/09/25
01/02/26 to 30/04/26	01/02/26	202.00	202.00	15/12/25
01/05/26****31/07/26	01/05/26	202.00	202.00	
01/08/26****31/10/26	01/08/26	202.00	202.00	
			Amount overdue	Nil
			Amount Unpaid including amounts billed not yet due	\$202.00

Special contributions - Administrative Fund (IF ANY)

Date determined: **29/08/25** (Access the body corporate records for more information).

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

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

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

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

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

Amount overdue **Nil**

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

Special contributions - Sinking Fund (IF ANY)

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

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

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

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

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

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

Amount overdue **Nil**

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

Other contributions

	Period	Due date	Amount due	Amount due if discount applied	Paid
Insurance	01/05/25 to 30/04/26	01/08/25	493.53	493.53	16/06/25
Insurance	01/05/26 to 30/04/27	01/05/26	567.00	567.00	

Other amounts payable by the lot owner

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

No other amounts payable for the lot.

Summary of amounts due but not paid by the current owner

At the date of this certificate

Annual contributions	Nil
Special contributions	Nil
Other contributions	Nil
Other payments	Nil
Penalties	Nil
Total amount overdue (Total Amount Unpaid including not yet due \$1,394.00)	Nil

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

Common property and assets

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

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

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

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

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

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

Yes - you can obtain a copy from the body corporate records - last sinking fund report: 03/01/25

Current sinking fund balance (as at date of certificate): \$ 200,968.80

Improvements to common property the lot owner is responsible for

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

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

Date	Description	Conditions
------	-------------	------------

Body corporate assets

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

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

Description	Type	Acquisition	Supplier	Original Cost	Cost To Date	Market Value
CCTV Equipment	Office Equipment	14/02/22	TOP GUN SECURITY SOLUTIONS 6A/33-43 Meakin Road MEADOWBROOK QLD 4131	\$4,392.31	\$0.00	\$4,392.31

Insurance

The body corporate must insure the common property and assets for full replacement value and public risk.

The body corporate must insure, for full replacement value, the following buildings where the lots in the scheme are created:

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

Body corporate insurance policies

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

TYPE/COMPANY	POLICY NO.	SUM INSURED	PREMIUM	DUE DATE	EXCESS
BUILDING Strata Community Insurance	QRSC20002185	40,689,871.00	53,517.99	06/05/26	Unoccupied \$2500 / Legal \$1000 +10% Other Claims \$1000
RENT LOSS/ALT ACCOM Strata Community Insurance	QRSC20002185	6,103,481.00	53,517.99	06/05/26	Unoccupied \$2500 / Legal \$1000 +10% Other Claims \$1000
PUBLIC LIABILITY Strata Community Insurance	QRSC20002185	20,000,000.00	53,517.99	06/05/26	Unoccupied \$2500 / Legal \$1000 +10% Other Claims \$1000
VOLUNTARY WORKERS Strata Community Insurance	QRSC20002185	200,000.00	53,517.99	06/05/26	Unoccupied \$2500 / Legal \$1000 +10% Other Claims \$1000
FIDELITY GUARANTEE Strata Community Insurance	QRSC20002185	100,000.00	53,517.99	06/05/26	Unoccupied \$2500 / Legal \$1000 +10% Other Claims \$1000
OFFICE BEARERS Strata Community Insurance	QRSC20002185	5,000,000.00	53,517.99	06/05/26	Unoccupied \$2500 / Legal \$1000 +10% Other Claims \$1000
LOT OWNER FIXTURE/IM Strata Community Insurance	QRSC20002185	300,000.00	53,517.99	06/05/26	Unoccupied \$2500 / Legal \$1000 +10% Other Claims \$1000

Alternative insurance

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

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

No

Lot owner and occupier insurance

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

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

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

Contracts and authorisations

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

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

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

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

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

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

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

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

Yes - Name of caretaking service contractor engaged: Manly Management Pty Ltd

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

Yes - Name of authorised letting agent: Manly Management Pty Ltd

Embedded network electricity supply

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

Yes

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

Body corporate authority

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

Name/s QBS Strata Management

Positions/s held Body Corporate Manager

Date 14/04/2026



Signature/s _____

Copies of documents given with this certificate:

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

QBS Strata Management

PO Box 1079, Oxenford, QLD 4210

Phone: (07) 5519 9000 Email: reception@qbsmanagement.com.au

Website: picagroup.com.au/qbs-strata-management ACN: 114 635 193

Trustee for S.E. QLD Corporate Management Unit Trust, where ABN 86 965 584 736 is the ABN of the trust.



LINX RESIDENCES CTS 53607

88 Cecily Street Kallangur Qld 4503

BALANCE SHEET

AS AT 14 APRIL 2026

	ACTUAL 14/04/2026	ACTUAL 30/04/2025
<u>OWNERS FUNDS</u>		
Administrative Fund	(32,236.51)	(848.08)
Sinking Fund	200,968.80	153,399.14
<u>TOTAL</u>	<u>\$ 168,732.29</u>	<u>\$ 152,551.06</u>
 <u>THESE FUNDS ARE REPRESENTED BY</u>		
<u>CURRENT ASSETS</u>		
Bank Balance Admin Fund	8,595.36	(11,054.24)
Investment Account 1	22,590.28	21,657.68
Bank Balance Sinking Fund	190,785.47	146,651.10
Levies In Arrears	970.66	2,480.61
Other Arrears	80.00	1,139.67
Insurance Prepayments	0.00	53,517.99
<u>TOTAL ASSETS</u>	223,021.77	214,392.81
<u>LIABILITIES</u>		
Gst Clearing A/C	(5,468.59)	(1,678.32)
Creditors	4,189.66	431.00
Accrued Expenses	0.00	197.60
Levies In Advance	33,155.94	62,433.27
Other Payments In Advance	21,954.27	0.00
Provision For Income Tax	458.20	458.20
<u>TOTAL LIABILITIES</u>	54,289.48	61,841.75
 <u>NET ASSETS</u>	 <u>\$ 168,732.29</u>	 <u>\$ 152,551.06</u>

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**qbs strata**
management

powered by pica group

LINX RESIDENCES CTS 53607

88 Cecily Street Kallangur Qld 4503

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 MAY 2025 TO 14 APRIL 2026

	ACTUAL	BUDGET	ACTUAL
	01/05/25-14/04/26	01/05/25-30/04/26	01/05/24-30/04/25
<u>ADMINISTRATIVE FUND</u>			
<u>INCOME</u>			
Levies - Admin Fund	239,096.36	239,096.80	235,010.94
Levies - Insurance	48,007.01	48,007.00	39,599.73
<u>TOTAL ADMIN FUND INCOME</u>	287,103.37	287,103.80	274,610.67
<u>EXPENDITURE</u>			
Audit Fees	1,750.00	1,850.00	1,750.00
Bank Charges (Gst)	22.46	50.00	29.32
Body Corporate Admin	14,602.97	17,650.00	16,962.47
Quarterly Bas	560.49	900.00	711.65
Income Tax Preparation	208.00	250.00	200.00
Cleaning	0.00	100.00	30.63
Electricity	2,869.31	3,000.00	2,326.24
Fees & Permits	120.00	150.00	114.00
Grounds And Gardens	341.30	2,000.00	1,843.04
Insurance - Build / Public Lia	83,190.29	44,900.00	41,552.03
Insurance - Stamp Duty	7,638.67	3,850.00	3,852.30
Caretakers Fees	160,274.51	160,800.00	156,031.37
R & M - Building	1,252.37	1,500.00	737.20
Electrical	285.90	1,000.00	946.90
Fire Protection	145.00	0.00	0.00
Plumbing	218.18	400.00	200.00
Pool	1,608.10	1,550.00	1,338.91
Storm Water Maintenance	21,338.01	22,200.00	21,338.01
Pest Control	7,809.10	7,700.00	7,540.00
Communications & Outlays	9,850.99	9,800.00	9,411.12
Software Fees	1,820.96	1,800.00	1,713.29
Rates	2,585.19	4,600.00	4,404.33
Waste	0.00	100.00	0.00
<u>TOTAL ADMIN FUND EXPENDITURE</u>	318,491.80	286,150.00	273,032.81
<u>SURPLUS / DEFICIT</u>	\$ (31,388.43)	\$ 953.80	\$ 1,577.86
Opening Balance	(848.08)	(848.08)	(2,425.94)
<u>ADMINISTRATIVE FUND BALANCE</u>	\$ (32,236.51)	\$ 105.72	\$ (848.08)

QBS Strata Management

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Website: picagroup.com.au/qbs-strata-management ACN: 114 635 193

Trustee for S.E. QLD Corporate Management Unit Trust, where ABN 86 965 584 736 is the ABN of the trust.



LINX RESIDENCES CTS 53607

88 Cecily Street Kallangur Qld 4503

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 MAY 2025 TO 14 APRIL 2026

	ACTUAL 01/05/25-14/04/26	BUDGET 01/05/25-30/04/26	ACTUAL 01/05/24-30/04/25
<u>SINKING FUND</u>			
<u>INCOME</u>			
Levies - Sinking Fund	73,149.08	73,149.50	67,571.46
Interest Received	1,469.53	0.00	1,495.56
<u>TOTAL SINKING FUND INCOME</u>	74,618.61	73,149.50	69,067.02
<u>EXPENDITURE</u>			
Income Tax	0.00	0.00	346.10
Grounds & Gardens	0.00	0.00	2,553.50
Consultancy	2,703.32	0.00	2,027.28
R & M Building	21,745.63	0.00	644.55
Electrical	0.00	0.00	738.44
Fire Protection	2,600.00	0.00	0.00
<u>TOTAL SINKING FUND EXPENDITURE</u>	27,048.95	0.00	6,309.87
<u>SURPLUS / DEFICIT</u>	\$ 47,569.66	\$ 73,149.50	\$ 62,757.15
Opening Balance	153,399.14	153,399.14	90,641.99
<u>SINKING FUND BALANCE</u>	\$ 200,968.80	\$ 226,548.64	\$ 153,399.14

CONTRACTS REGISTER

LINX RESIDENCES CTS 53607

Contractor Name & Address	Details of Duties	Delegated Powers	Basis of Remuneration	Commencement Date	Term of Contract	Options	Copy of Agreement on File	Workers Comp No	Termination Date	Name of Financier	Date of Advice from Financier	Withdrawal
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Centralised Energy Equipment

Origin Energy Electricity	Origin Energy Electricity	Monthly	05/05/20	until cancelled							
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Manly Management Pty Ltd

1 / 582 Manly Road WAKERLEY QLD 4154	Caretaker	Monthly	21/05/20	15 Years	+ 5 Years + 5 Years						
1 / 582 Manly Road WAKERLEY QLD 4154	Letting agent	Monthly	21/05/20	15 Years	+ 5 Years + 5 Years						

Origin Energy Electricity Limited

Embedded network for electricity	per agreement	21/11/19	per agreement							
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QBS Strata Management Pty Ltd

PO Box 1079 OXENFORD QLD 4210	Body Corporate Manager	Body Corporate Manager	Quarterly	05/05/23	One Year		Y				
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SPEL Stormwater

130 Sandstone Place Parkinson QLD 4115	Maintenance inspection of 10 Stormsacks and 19 filters only	Stormwater maintenance	14/05/20	10 Years							
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Body Corporate and Community Management Act 1997

NOTICE OF CONTRIBUTIONS

TAX INVOICE
ABN 63 465 213 591

Neil & Hayley Crowe
34 Lyell Street
MITTAGONG NSW 2575

Date of Notice	14 April 2026		
A/c No	56		
Lot No	56	Unit Number	56
Contrib Ent.	1		
Interest Ent.	1		

Body Corporate for

LINX RESIDENCES CTS 53607

88 Cecily Street Kallangur Qld 4503

Account	Period	Due Date	Amount	Discount	If paid by	Net Amount
Admin Fund - General	01/05/26 to 31/07/26	01/05/2026	\$625.00	\$0.00		\$625.00
Sink. Fund - General	01/05/26 to 31/07/26	01/05/2026	\$202.00	\$0.00		\$202.00
Insurance	01/05/26 to 30/04/27	01/05/2026	\$567.00	\$0.00		\$567.00
Totals	(Levies include GST)		\$1,394.00	\$0.00		\$1,394.00
GST component on levies of \$1,267.27 is \$126.73						

Teller stamp and initials

To arrange automatic payment of levies by due date please contact
Stratapay: www.stratapay.com.au/directdebit
For your Stratapay Ref. no. contact QBS: levies@qbsmanagement.com.au

Amount Paid
\$
Date Paid
/ /



OBS STRATA MANAGEMENT



DEFT Reference Number:
264729294 1000 0000 564



Billers Code: 96503
Ref: 264729294 1000 0000 564

Lot 56/ Unit 56
Linx Residences

Visit www.deft.com.au to pay by direct debit.

Internet & Telephone Banking - BPAY

Make this payment from your preferred bank account

BPAY® Registered to BPAY Pty Ltd ABN 69 079 137 518



Pay in-store at Australia Post by cheque or EFTPOS
All cheques must be made payable to:
Body Corporate for Linx Residences CTS 53607



*496 264729294 10000000564

TOTAL AMOUNT DUE
DUE DATE 01/05/26

\$1,394.00

LINX RESIDENCES CTS 53607

ABN 63 465 213 591

STATEMENT

Statement Period			
01 May 25 to 14 Apr 26			
A/c Number	56		
Lot Number	56	Unit Number	56

Transfer Date: 21/09/21

Last Certificate Issued: 02/09/21

Page Number

Date	Type	Details	Reference	Debit	Credit	Balance
		Brought forward			778.00	-778.00
01/05/25	Admin Fund - General	01/05/25 to 31/07/25	I0004316	604.00		-174.00
01/05/25	Sink. Fund - General	01/05/25 to 31/07/25	I0004423	174.00		0.00
16/06/25	Admin Fund - General	01/08/25 to 31/10/25	I0004530	604.00		604.00
16/06/25	Sink. Fund - General	01/08/25 to 31/10/25	I0004637	174.00		778.00
16/06/25	Insurance	01/05/25 to 30/04/26	I0004744	493.53		1,271.53
16/06/25	Receipt	Admin Fund - General	R0002025		604.00	667.53
16/06/25	Receipt	Sink. Fund - General	RA002025		174.00	493.53
16/06/25	Receipt	Insurance	RB002025		493.53	0.00
19/09/25	Admin Fund - General	01/11/25 to 31/01/26	I0004851	625.00		625.00
19/09/25	Sink. Fund - General	01/11/25 to 31/01/26	I0004958	202.00		827.00
22/09/25	Receipt	Admin Fund - General	R0002151		625.00	202.00
22/09/25	Receipt	Sink. Fund - General	RA002151		202.00	0.00
15/12/25	Admin Fund - General	01/02/26 to 30/04/26	I0005065	625.00		625.00
15/12/25	Sink. Fund - General	01/02/26 to 30/04/26	I0005172	202.00		827.00
15/12/25	Receipt	Admin Fund - General	R0002262		625.00	202.00
15/12/25	Receipt	Sink. Fund - General	RA002262		202.00	0.00
23/03/26	Admin Fund - General	01/05/26 to 31/07/26	I0005279	625.00		625.00
More details on next page...				\$4,328.53	\$3,703.53	\$625.00
Over 90 Days	90 Days	60 Days	30 Days	Current	BALANCE DUE: \$1,394.00	
0.00	0.00	0.00	0.00	1,394.00	Date Paid	Amount Paid



OBS STRATA MANAGEMENT



DEFT Reference Number:
264729294 1000 0000 564



Billers Code: 96503
Ref: 264729294 1000 0000 564

Lot 56/ Unit 56
Linx Residences

Visit www.deft.com.au to pay by direct debit.

Internet & Telephone Banking - BPAY

Make this payment from your preferred bank account

BPAY® Registered to BPAY Pty Ltd ABN 69 079 137 518



Pay in-store at Australia Post by cheque or EFTPOS
All cheques must be made payable to:
Body Corporate for Linx Residences CTS 53607



*496 264729294 10000000564

TOTAL AMOUNT DUE
DUE DATE

\$1,394.00

LINX RESIDENCES CTS 53607

ABN 63 465 213 591

STATEMENT

For your Statement contact QBS: levies@qbsmanagement.com.au

Statement Period			
01 May 25 to 14 Apr 26			
A/c Number	56		
Lot Number	56	Unit Number	56

Page Number

Date	Type	Details	Reference	Debit	Credit	Balance
23/03/26	Sink. Fund - General	01/05/26 to 31/07/26	I0005386	202.00		827.00
23/03/26	Insurance	01/05/26 to 30/04/27	I0005493	567.00		1,394.00
				\$5,097.53	\$3,703.53	\$1,394.00

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

GENERAL REQUEST

FORM 14 Version 4
Page 1 of 1

Duty Imprint

721024925
EF 470 \$96.00
18/08/2021 15:28:33

Sealing Number

OFFICE USE ONLY

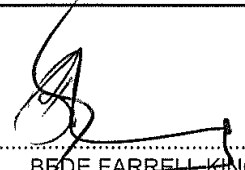
This form is authorised by legislation and is used to maintain publicly searchable records. For more information see the Department's website.

1. Nature of request REQUEST TO RECORD NEW COMMUNITY MANAGEMENT STATEMENT FOR LINX RESIDENCES COMMUNITY TITLES SCHEME 53607	Lodger (Name, address, E-mail & phone number) TOBIN KING LATEEF 10/217 GEORGE STREET BRISBANE QLD 4000 admin@tobinking.com.au 07 3224 3000	Lodger Code BE218A
2. Lot on Plan Description COMMON PROPERTY OF LINX RESIDENCES COMMUNITY TITLES SCHEME 53607	Title Reference 51217803	
3. Registered Proprietor/State Lessee BODY CORPORATE FOR LINX RESIDENCES COMMUNITY TITLES SCHEME 53607		
4. Interest FEE SIMPLE		
5. Applicant BODY CORPORATE FOR LINX RESIDENCES COMMUNITY TITLES SCHEME 53607		

6. Request
I hereby request that: the New Community Management Statement deposited herewith which amends Schedules A, B, D, E, Annexure A and Annexure B of the existing Community Management Statement be recorded as the Community Management Statement for the LINX RESIDENCES COMMUNITY TITLES SCHEME 53607

7. Execution by applicant

18/8/2021



Execution Date BEBE FARRELL KING, SOLICITOR
Applicant's or Solicitor's Signature

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

NEW COMMUNITY MANAGEMENT STATEMENT

53607

BE LODGED TOGETHER WITH THIS STATEMENT AND IN THE CASE OF A NEW STATEMENT MUST BE LODGED WITHIN THREE (3) MONTHS OF THE DATE OF CONSENT BY THE BODY CORPORATE

Office use only
CMS LABEL NUMBER

This statement incorporates and must include the following:

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

1. Name of community titles scheme Linx Residences Community Titles Scheme 53607	2. Regulation module Accommodation Module
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3. Name of body corporate
Body Corporate for Linx Residences Community Titles Scheme 53607

4. Scheme land	Title Reference
Lot on Plan Description Lots 1 to 15 on SP 303663	51217804 to 51217818
Lots 16 to 42, 90 to 107 on SP 303682	51227944 to 51227988
Lot 43 to 89 on SP 309048	To issue from 51227989
Common Property of Linx Residences CTS 53607	51217803

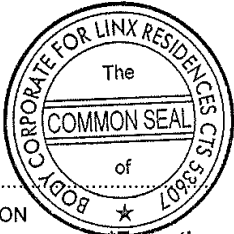
5. #Name and address of original owner n/a <small># first community management statement only</small>	6. Reference to plan lodged with this statement SP 309048
--	---

7. Local Government community management statement notation
..... signed
Not Applicable pursuant to Section 60(6) of BCCM Act 1997 name and designation
..... name of Local Government

8. Execution by original owner/Consent of body corporate

11,0821
Execution Date

MSA
.....
MICHAEL MCMILLAN, CHAIRPERSON



Execution

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

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SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Lot on Plan	Contribution	Interest
1 on SP 303663	1	1
2 on SP 303663	1	1
3 on SP 303663	1	1
4 on SP 303663	1	1
5 on SP 303663	1	1
6 on SP 303663	1	1
7 on SP 303663	1	1
8 on SP 303663	1	1
9 on SP 303663	1	1
10 on SP 303663	1	1
11 on SP 303663	1	1
12 on SP 303663	1	1
13 on SP 303663	1	1
14 on SP 303663	1	1
15 on SP 303663	1	1
16 on SP 303682	1	1
17 on SP 303682	1	1
18 on SP 303682	1	1
19 on SP 303682	1	1
20 on SP 303682	1	1
21 on SP 303682	1	1
22 on SP 303682	1	1
23 on SP 303682	1	1
24 on SP 303682	1	1
25 on SP 303682	1	1
26 on SP 303682	1	1
27 on SP 303682	1	1
28 on SP 303682	1	1
29 on SP 303682	1	1
30 on SP 303682	1	1
31 on SP 303682	1	1
32 on SP 303682	1	1
33 on SP 303682	1	1
34 on SP 303682	1	1
35 on SP 303682	1	1
36 on SP 303682	1	1
37 on SP 303682	1	1
38 on SP 303682	1	1
39 on SP 303682	1	1
40 on SP 303682	1	1
41 on SP 303682	1	1
42 on SP 303682	1	1
43 on SP 309048	1	1
44 on SP 309048	1	1
45 on SP 309048	1	1
46 on SP 309048	1	1
47 on SP 309048	1	1
48 on SP 309048	1	1

Lot on Plan	Contribution	Interest
49 on SP 309048	1	1
50 on SP 309048	1	1
51 on SP 309048	1	1
52 on SP 309048	1	1
53 on SP 309048	1	1
54 on SP 309048	1	1
55 on SP 309048	1	1
56 on SP 309048	1	1
57 on SP 309048	1	1
58 on SP 309048	1	1
59 on SP 309048	1	1
60 on SP 309048	1	1
61 on SP 309048	1	1
62 on SP 309048	1	1
63 on SP 309048	1	1
64 on SP 309048	1	1
65 on SP 309048	1	1
66 on SP 309048	1	1
67 on SP 309048	1	1
68 on SP 309048	1	1
69 on SP 309048	1	1
70 on SP 309048	1	1
71 on SP 309048	1	1
72 on SP 309048	1	1
73 on SP 309048	1	1
74 on SP 309048	1	1
75 on SP 309048	1	1
76 on SP 309048	1	1
77 on SP 309048	1	1
78 on SP 309048	1	1
79 on SP 309048	1	1
80 on SP 309048	1	1
81 on SP 309048	1	1
82 on SP 309048	1	1
83 on SP 309048	1	1
84 on SP 309048	1	1
85 on SP 309048	1	1
86 on SP 309048	1	1
87 on SP 309048	1	1
88 on SP 309048	1	1
89 on SP 309048	1	1
90 on SP 303682	1	1
91 on SP 303682	1	1
92 on SP 303682	1	1
93 on SP 303682	1	1
94 on SP 303682	1	1
95 on SP 303682	1	1
96 on SP 303682	1	1
97 on SP 303682	1	1
98 on SP 303682	1	1

Lot on Plan	Contribution	Interest
99 on SP 303682	1	1
100 on SP 303682	1	1
101 on SP 303682	1	1
102 on SP 303682	1	1
103 on SP 303682	1	1
104 on SP 303682	1	1
105 on SP 303682	1	1
106 on SP 303682	1	1
107 on SP 303682	1	1
TOTALS	107	107

1. It is acknowledged that where two or more Lots are owned by the one Owner, the Owner may amalgamate the Lots to create one Lot. In such circumstances the lot entitlements of the Lots being amalgamated will be added together to give the lot entitlement for the new Lot.
2. For the purposes of Section 66(1)(dc) of the *Body Corporate and Community Management Act 1997* ("the Act"), the Interest Schedule Lot Entitlements reflect the respective market values of the Lots.
3. For the purposes of with Section 66(1)(db) of the Act the contribution schedule principle under Section 46(7) of the Act on which the Contribution Schedule Lot Entitlements have been decided is the Equality Principle.

SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

Section 66(1)(f) & (g) of the *Body Corporate and Community Management Act 1997* do not apply.

SCHEDULE C BY-LAWS

DEFINITIONS

In these by-laws, the following words have the following meaning, unless the context otherwise requires:

"Act" the *Body Corporate and Community Management Act 1997* as amended from time to time. If the Act is repealed, then the replacement Act.

"Approved Drawings" or **"Approved Drawings and Documents"** means the drawings, plans and related documents as approved under the terms of the Council Decision Notice made on 10 April 2018 (Reference DA/34568/2017/V2M) including all further permits and/or documents requiring approval under that decision notice and any future amendments made to that decision notice.

"Body Corporate" means the Body Corporate created upon the establishment of the Scheme pursuant to the Act.

"Body Corporate Manager" means the person, its officers, employees, agents or contractors appointed by the Body Corporate at any time pursuant to the Act as the manager of the Body Corporate.

"Building/s" means the building/s and all improvements comprised in the Development (including the buildings of which the Lots will be a part).

"Building Manager" means the person, its officers, employees, agents or contractors appointed by the Body Corporate at any time in writing to act as the Service Contractor for the Scheme as that term is defined in the Act for the better management, control, use and enjoyment of the Common Property and for the better exercise and performance of the Body Corporate's powers and duties.

"Committee" means the Body Corporate Committee appointed pursuant to the Act.

"Common Property" means the common property created upon establishment of the Scheme and being so much of the Building and Scheme Land which is not comprised in any Lot.

“Council” means the Moreton Bay Regional Council.

“Decision Notice” means the Council Decision Notice specified in the Approved Drawings and Documents.

“Development” means the residential complex comprising of one hundred and seven (107) lots for residential purposes, facilities and the Common Property of the Scheme.

“Lot” means a lot in the Scheme.

“Occupier” means the Owner or a person or entity who occupies or uses a Lot with the consent of the Owner.

“Original Owner” means Linxdev Pty Ltd A.C.N 622 736 252, its nominees, assigns and successors in title and where the context requires, any related entity of the original owner.

“Owner” means the registered Owner from time to time of a Lot.

“Owner’s Invitees” or “Invitees” means each of the Owners or if the case may be the Occupiers officers, employees, agents, visitors, invitees, lessees, licensees, contractors and other claiming through or under the Owner or Occupier.

“Regulation Module” means the *Body Corporate and Community Management (Accommodation Module) Regulation 2008*.

“Scheme” means the Linx Residences Community Titles Scheme established pursuant to the Act.

“Scheme Land” means all the land referred to in the Building Format Plans for the Scheme.

RULES FOR INTERPRETATION

In these by-laws unless the context indicated a contrary intention:-

- (a) references to any right, power or authority of the Body Corporate or Committee to do any thing extend to all people authorised by them;
- (b) references to a Lot, the Common Property, Building, Land or to any thing includes any part of it;
- (c) any obligation on an Owner not to do any act or thing includes an obligation not to permit such act or thing to be done and to prevent such act or thing being done by the Occupiers and Owner’s Invitees;
- (d) any obligation on an Owner to do any act or thing includes an obligation to ensure such act or thing is done by the Occupiers and Owner’s Invitees;
- (e) words denoting the singular include the plural number and vice versa;
- (f) words importing a gender include any gender;
- (g) words denoting a natural person include companies, partnerships, trusts, or bodies corporate;
- (h) headings are for convenience only and do not affect the interpretation of these by-laws;
- (i) derivatives of any word or expression defined in these by-laws will have a corresponding meaning;
- (j) any notice to be given or any consent or approval required to be obtained from the Body Corporate or Committee under these by-laws must be given or obtained in writing; and
- (k) anything to be done by the Body Corporate may be done by the Committee if authorised by the Act.

BY-LAWS

1. Car Parks

- (a) The following vehicles are permitted to be parked in a Lot’s car park either forming part of the Lot or allocated to the Lot by way of exclusive use (“Car Park”): motor car or motor bike.

- (b) The Occupier of a lot must not, without the Body Corporates' written approval:-
 - (i) park a vehicle, or allow a vehicle to stand on the Common Property;
 - (ii) permit an invitee to park a vehicle, or allow a vehicle to stand, on the Common Property, except for designated visitor parking which must remain available at all times for the sole use of visitors' vehicles.
- (c) An approval under **by-law 1(b)** must state the period for which it is given, with the exception of designated visitor parking.
- (d) However, the Body Corporate may cancel the approval by giving 7 days written notice to the Occupier, with the exception of designated visitor parking.
- (e) The following vehicles are only permitted to be parked in a Lot's Car Park after obtaining the written approval of the Committee: boat, trailer, caravan, campervan or mobile home.
- (f) An Owner or Occupier must not reside in a caravan, campervan or the like parked on Common Property or the Lot or the Lot's Car Park at any time whatsoever.
- (g) The Body Corporate has the authority of the Owner of a Lot and is empowered to organise cleaning services for the Car Parks forming part of a Lot or the subject of exclusive use area/s except where the Car Park is an enclosed garage and to pay for any such service out of administration fund levies.

2. Roads and Other Common Property

An Owner or Occupier shall not:-

- (a) obstruct the roadways, pathways, drives and other Common Property and any easement giving access to the Land or be used by them for any purpose other than the reasonable ingress and egress to and from their respective Lots or a Lot's Car Park;
- (b) park a vehicle, or allow a vehicle to stand, on the Common Property, unless that part of the Common Property is allocated to their Lot by way of exclusive use for the purpose of a car park;
- (c) drive or permit to be driven any vehicle in excess of two (2) tonnes weight onto or over the Common Property other than such vehicles necessary to complete the construction and/or occupation of any Building erected on the Land, and any vehicles entitled by any statute and/or local authority ordinances;
- (d) permit any Invitees' vehicles to park or allow a vehicle to stand on the Common Property, except for the designated visitor car parks which must remain available at all times for the sole use for visitors for the purpose of casual car parking;
- (e) exceed the Speed Limit signed throughout the Development;
- (f) allow children under the age of thirteen (13) to cycle, skateboard, rollerblade or scooter on the roadways, pathways, drives and other Common Property unless they are accompanied by an adult Owner or Occupier exercising effective control and supervision over them and any such activity is to be in accordance with applicable Legislation (*Transport Operations Road Use Management - Road Rules Regulation 2009*), at the time as if the roadway within the Common Property was a public roadway; and
- (g) allow service vehicles used by tradesmen, builders or contractors working on Lots be parked or driven on the Common Property between the hours of 6.00pm and 7.00am each day. The Owner or Occupier of a Lot must ensure that the roadways are cleaned at the end of each day where a vehicle driven by a builder tradesmen or contractor invited onto the Common Property by the Owner or Occupier leaves marks, debris or other material on the roadway.
- (h) For the purpose of this **by-law 2** the term "**Speed Limit**" means 15km per hour or such speed limit nominated by the Committee from time to time.

3. Obstruction

An Owner shall not obstruct lawful use of the Common Property by any person.

4. Damage to Common Property

An Owner shall not:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon the Common Property; or
- (b) except with the consent in writing of the Committee, use for his own purposes as a garden any portion of the Common Property;
- (c) mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property unless written approval is given by the Committee.

5. Depositing Rubbish etc. on Common Property

An Owner shall not deposit or throw upon the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of any other Owner or Occupier or any person lawfully using the Common Property.

6. Garbage Disposal

An Owner shall:

- (a) save where the Body Corporate provides some other means of disposal of garbage, maintain within their Lot, or on such part of the Common Property as may be authorised by the Body Corporate, in clean and dry condition and adequately covered, a receptacle for garbage;
- (b) where individual refuse and recycle bins are provided, transfer those bins to the bin collection points on collection day, retrieve them after collection and return them to their respective storages places on the same day;
- (c) only dispose of rubbish in ways approved by or specified by the Committee;
- (d) comply with all local authority by laws and ordinances relating to the disposal of garbage;
- (e) ensure that the health, hygiene and comfort of the Owner or Occupier of any other Lot is not adversely affected by their disposal of garbage;
- (f) shall not restrict access to the Common Property by the Council or Body Corporate, or their contractors or workmen, in collecting and disposing of rubbish;
- (g) not place any object or item in the serviced bulk bins (if any) or in the general vicinity of the serviced bin enclosures (if any) which is inappropriate or which might break or shatter or cause damage or injury to the serviced bulk bins or their enclosure. Any damage or blockage to the serviced bulk bins or their enclosure resulting from misuse or negligence shall be borne by the relevant Owner whether caused by the actions of the Owner, Occupiers or Invitees.

7. Appearance of Buildings

- (a) The Committee has established rules and standards (including specifications) in relation to items affecting the appearance of a Building. An Owner must comply with any such rules and standards. Such standards included but not limited to:-
 - (i) An Owner shall not hang any washing, towel/s, bedding, clothing or other article or display any sign, advertisement, placard, banner, pamphlet or like matter on any part of their Lot or any part of an exclusive use area(s) allocated to their Lot in such a way as to be visible from the Common Property or any other Lot;

- (ii) An Owner shall not cause to have erected any sign, advertisement, placard, banner, pamphlet or like matter on any part of the Common Property whatsoever;
- (iii) An Owner shall not enclose balconies, terraces or courtyards (which must remain unenclosed with no shutters, glazing, louvers or similar permanent structures unless otherwise approved by the Body Corporate and Council);
- (iv) An Owner shall not erect on their Lot or any part of the Common Property outside wireless and television aerials and satellite dishes (or similar devices) without the written permission of the Committee;
- (v) An Owner of a Lot which contains a balcony, terrace, courtyard or garden area, pot plants or planter box is responsible for the maintenance of such balcony, terrace, courtyard or garden area, pot plant or planter box, whether it is part of the title to the Lot or part of the Lot by way of exclusive use;
- (vi) An Owner must ensure that all trees, shrubs, creepers and plants in or on any balcony, terrace, courtyard or garden area, pot or planter box contained on their Lot or on part of an exclusive use area(s) allocated to their Lot:
 - (1) are kept and maintained in good health and condition;
 - (2) do not extend beyond the boundaries of the Lot or the exclusive use area(s) allocated to their Lot; and
 - (3) do not obstruct the views from any other Lot or interfere with the use and enjoyment of any other Lot.
- (vii) An Owner must take care when watering or carrying out maintenance on any balcony, terrace, courtyard or garden area, pot or planter box contained on their Lot or on part of an exclusive use area(s) allocated to their Lot so as to cause minimum disturbance to any other Owner or Occupier;
- (viii) An Owner shall not install external blinds or sun control devices upon the exterior of a Lot or on part of an exclusive use area(s) allocated to a Lot without the written permission of the Committee and if applicable, the Council;
- (ix) An Owner shall not install externally mounted air conditioners or mechanical plant to a Lot or on part of an exclusive use area(s) allocated to a Lot without the written permission of the Committee and if applicable, the Council.

(b) The Committee may implement any additional rules and standards as it considers appropriate.

8. Inflammable Liquids Gases or Other Materials

An Owner shall not bring to, do or keep anything in their Lot or in an exclusive use area(s) allocated to their Lot which shall increase the rate of fire insurance on any other Lot or the Common Property of the Scheme or which may conflict with the laws and/or regulations relating to fires or any insurance policy upon any other Lot or the Common Property of the Scheme or the regulations or ordinances of any public authority for the time being in force. Gas cooking barbecues are permitted within the Lots or an exclusive use area(s) allocated to the Lot.

9. Keeping of Animals

- (a) Subject to the provision of the Act an Owner shall not keep any animal upon its Lot or the Common Property without the prior written approval of the Committee.
- (b) Upon written approval of the Committee, an Owner may keep one (1) (unless otherwise approved by the Committee) cat and/or dog on the Lot on the following conditions:
 - (i) The animal must weigh less than 15kg unless otherwise approved by the Committee;
 - (ii) The animal must not disturb other Occupiers;
 - (iii) The animal must be a domesticated pet;

- (iv) The animal must be toilet trained;
 - (v) The animal must be licensed and immunised;
 - (vi) The animal must be carried or kept on a leash whilst on Common Property other than Common Property to which the Owner of the Lot has exclusive use right;
 - (vii) The animal must wear an identification tag clearly showing the animal's Owner, address and telephone number;
 - (viii) The animal must be kept clean, quiet and controlled at all times whilst on the Lot and on a leash when on Common Property;
 - (ix) The Owner of an animal must clean up after the animal whilst the animal is on the Common Property;
 - (x) The Owner of an animal must not leave the animal alone on a balcony of a Lot overnight;
 - (xi) The Owner of an animal must not leave the animal alone inside a Lot overnight;
 - (xii) The Owner of an animal must take appropriate measures to ensure the animal is not allowed to escape onto the Common Property or any other Lot.
- (c) Subject to **by-law 9(b)**, an Owner must obtain written approval from the Committee to bring or permit an Invitee to bring an animal onto the Lot or the Common Property.
 - (d) In addition to the conditions set out in **by-law 9(b)**, the Committee may implement any further conditions as it deems appropriate.
 - (e) If challenged, the Owner has the onus of proof (balance of probabilities) with respect to the matters contained in this by-law. The Body Corporate may order an animal to be removed from the Lot if any conditions set out in this by-law and by the Committee are not met.

10. Auction Sales

An Owner shall not permit any auction sale to be conducted or to take place in their Lot or within any part of the Development without the prior written approval of the Committee.

11. Right of Entry

An Owner, 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 their 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 their Lot or to an adjoining Lot.

12. Noise

- (a) An Owner shall not make or permit any noise likely to interfere in any way with the peaceful enjoyment of any other Owner or Occupier or of any person lawfully using the Common Property. In particular, an Owner shall not hold or permit to be held any social gathering in their Lot which would cause any noise which unlawfully interferes with the peace and quietness of any other Owner or Occupier, at any time of day or night and in particular shall comply in all respects with the *Noise Abatement Act 1979* and the *Environmental Protection (Noise) Policy 1997*, as amended.
- (b) In the event of any unavoidable noise in a Lot at any time, the Owner shall take all practical means to minimise annoyance to other Owners or Occupiers by closing all doors, windows and curtains of their Lot and also such further steps as may be within their power for the same purpose.
- (c) Invitees leaving between the hours of 10.00pm and 7.00am shall be requested by their hosts to leave quietly. Quietness also shall be observed when an Owner or Occupier returns to or leaves their Lot between the hours of 10.00pm and 7.00am.

- (d) An Owner shall not operate or permit to be operated within their Lot or any part of the Common Property any radio, two way 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.

13. Use of Lots

- (a) An Owner shall not use a Lot or permit the same to be used:-
- (i) for any purpose other than as a primary residence;
 - (ii) for any short term letting or leasing such as Air BNB; or
 - (iii) 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 Development,

except for the Building Manager's lot (if any) which may be used by the Building Manger for the purposes conducting the business associated with the services described in **by-law 36** and save and except the Original Owner who may use or cause to be used any Lot in accordance with **by-law 24**.

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 of such Lot shall give written notice thereof and any other information which may be required relative thereto to the Committee and shall 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.

15. Alteration to Lots, Buildings and Common Property

- (a) An Owner of a Lot must not without the Committee's written approval make a change to the external or internal structure of the Lot or the external appearance of the Lot at any time.
- (b) An Owner of a Lot must not without the Committee's written approval and any conditions imposed by the Committee remove or install any hard floor surfaces unless it achieves a minimum field impact isolation class of 55 under relevant Building Code Regulations and is suitably acoustically treated.
- (c) An Owner of a Lot must not interfere with any acoustic treatments made to the Building.
- (d) An Owner of a Lot shall not construct or permit the construction or erection of any fence, pergola, screen, awning or other structure or outbuilding of any kind within or upon a Lot or on Common Property without the approval in writing of the Committee and if applicable the Council.
- (e) Any alteration made to the Common Property or any fixture or fitting attached to the Common Property by an Owner or Occupier, whether made or attached with or without the approval of the Committee, shall, unless otherwise provided by resolution of a general meeting or of a meeting of the Committee, be repaired and maintained by that Owner of which the aforesaid Owner was such Owner.
- (f) There shall be no external structural alterations or extensions or repainting of a Building without written approval of the Committee. An Owner shall submit to the Committee all plans and specifications for any such structural alteration or extension.
- (g) An Owner shall not alter the external colour scheme of a Building without the written approval of the Committee pursuant to a resolution of a meeting of the Body Corporate. In giving such approvals, the Committee shall ensure so far as practicable that the external colour scheme used in Buildings presents a uniform appearance when viewed from Common Property or any other Lot and complies with the Decision Notice.

16. Window Coverings / Tinting

An Owner shall not install, remove or replace any window coverings (including without limitation, a shutter, curtain, curtain backing, blind or window tinting) unless the colour and design has the written approval of the Committee. In giving such approvals, the Committee shall ensure so far as practicable that curtain backing and window tinting used in all Lots presents a uniform appearance when viewed from Common Property or any other Lot. However, the consent of the Body Corporate will not be required provided the backing of the window covering is white as seen from the exterior of the Building.

17. Maintenance of Lots and Rainwater Tanks (if any)

- (a) An Owner shall be responsible for the maintenance of their Lot and shall ensure that their Lot is so kept and maintained as not to be offensive in appearance to any other Owner or Occupier through the accumulation of excess rubbish or otherwise.
- (b) All Lots are to be so maintained as to prevent the excessive growth of grass and other vegetation making Lots unsightly, increasing fire risks or contributing to the spread of noxious weeds to other Lots.
- (c) The Body Corporate shall be responsible for the care and maintenance of the garden area between the front of the Building created on each Lot and the Common Property adjoining the roadway to ensure uniformity of appearance of all Lots within the Development.
- (d) The Owner or Occupier must maintain and ensure that any rainwater tanks installed upon their Lot or the exclusive use area allocated to a Lot are installed and, if required, appropriately screened in accordance with the Decision Notice and are kept free of mosquito larvae at all times and comply with any Council rules and regulations relating to the maintenance of rainwater tanks.

18. Replacement of Glass

Windows shall be kept clean and promptly replaced by the Owner of that Lot at their expense with fresh glass of the same kind and weight as at present if broken or cracked. This by-law does not prohibit an Owner from making a claim on the Body Corporate insurance.

19. Taps

An Owner or Occupier shall not waste water and shall see that all water taps in their Lot are promptly turned off after use. Should the Lot be unoccupied for a period of more than a month, then the stopcock on the hot water system must be turned off.

20. Water Closets and Conveniences and Fire Hydrants

- (a) The water closets and conveniences and any other water apparatus including waste pipes, drains and fire hydrants located on the Common Property shall not be used for any purposes other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance shall be deposited therein.
- (b) Any damage or blockage resulting to such water closets, conveniences, water apparatus, waste pipes, fire hydrants and drains from misuse or negligence shall be borne by the Owner whether the same is caused by their own actions or their Invitees or Occupiers.

21. Behaviour of Invitees

- (a) An Owner shall take all reasonable steps to ensure that their Invitees do not behave in a manner likely to interfere with the peaceful enjoyment of any other Owner or Occupier or of any person lawfully using the Common Property.
- (b) An Owner 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 their Invitees or Occupiers.
- (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 them under any such lease or licence agreement, to ensure that any Occupier or their Invitees comply with the provisions of the by-laws.

- (d) The duties and obligations imposed by these by-laws on an Owner shall be observed not only by the Owner but also by the Occupiers and the Owner's Invitees.
- (e) Where the Body Corporate expends money to make good damage caused by a breach of the Act or of these by-laws by any Owner or Occupier or Invitees or any of them, the Committee shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the Owner at the time when the breach occurred.

22. Notice of Defect

An Owner shall give the Committee and/or the Building Manager prompt notice of any accident to or defect in the water pipes, gas pipes, electric installations or fixtures in their Lot or any part of the Common Property which comes to their knowledge and the Committee and/or the Building Manager shall have authority by its agents or servants in the circumstances having regard to the urgency involved to examine or make such repairs or renovations as it may deem necessary for the safety and preservation of the Development and improvements contained within it as often as may be necessary.

23. Duties of the Body Corporate

- (a) The Body Corporate shall ensure that the overall appearance of the Development shall remain uniform and as such will perform the duty of the Owners to repaint the external surfaces of all Buildings requiring such repainting and will ensure that all such external surfaces are kept in a state of good repair and reasonable wear and tear, not unlike the duties of a Body Corporate constituted by the registration of a building format plan. All expenses incurred as a result of this by-law shall be paid from funds contributed to the Sinking Fund.
- (b) Authority to expend funds in excess of the prescribed amount pursuant to the Act to perform work required by this by-law may be given to the Committee by an ordinary resolution of the Body Corporate at a general meeting to which at least two quotations for the performance of this work have been tabled for consideration.
- (c) Insurance
 - (i) In addition to insurance effected pursuant to the Act, the Body Corporate shall insure and keep insured all Buildings within the Development and any improvements thereon under a damage policy to the reinstatement or replacement value thereof.
 - (ii) The Body Corporate shall effect and keep current in respect of all improvements made in the Development, property damage insurance in the joint names of those persons recorded from time to time on the roll as Owners of the Lots in the Scheme in an amount nominated by the Body Corporate in a general meeting from time to time. Such insurance shall be taken out with a reputable insurance company and shall cover the rebuilding and/or repair of the Buildings due to damage and destruction by fire, storm, tempest, explosion or any other occurrence usually provided for in such insurance cover.
 - (iii) All insurance premiums payable by the Body Corporate under this by-law shall be paid from funds contributed to the Administrative Fund.
 - (iv) An Owner shall be responsible for the insurance of Owners fixtures as defined in the Act including all electrical equipment, carpets, drapes and improvements within their Lot.

24. Display Unit

While the Original Owner remains an Owner whether by lease, licence or otherwise of any Lot, it and its officers, servants and/or agents shall be entitled to use any Lot of which it remains an Owner as a display Lot and shall be entitled to allow prospective purchasers or any other person with the authority of the Original Owner to inspect any such Lot and for such purposes shall be entitled to use such signs, advertising or display material in or about the Lot and the Development as it thinks fit. Such signs shall be attractive and tasteful having regard to the general appearance of the Development and shall not at any time and from time to time be more in terms of number and size than is reasonably necessary.

25. Instructions to Contractors etc.

An Owner or Occupier shall not directly instruct any contractors or workmen employed by the Body Corporate unless so authorised.

26. Correspondence

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

27. Requests to the Secretary

An Owner shall direct all requests for consideration of any particular matter to be referred to the Committee or to the Secretary and not to the Chairman or any member of the Committee.

28. Notices

An Owner and their Invitees shall observe the terms of any notice displayed in the Common Property by authority of the Committee or of any statutory authority.

29. Copy of By-Laws to be Produced Upon Request

Where any Lot or Common Property is leased or rented, otherwise than to an Owner, the lessor or, as the case may be, landlord shall upon the request of the lessee or tenant produce or cause to be produced to the lessee or tenant for their inspection a copy of these by-laws for the time being in force in respect of the Scheme.

30. Power of Committee

The Committee may make rules relating to the Common Property or any other facilities provided, not inconsistent with these by-laws and the same shall be observed by the Owners or Occupiers and their Invitees unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Body Corporate.

31. Recovery of Costs

- (a) An Owner shall pay on demand the whole of the Body Corporate costs and expenses (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.
- (b) Where the Body Corporate expends money to make good damage caused by a breach of the Act or of these by-laws by any Owner or Occupier or their Invitees or any of them, the Committee shall be 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.

(c) Joint Liability

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

(d) Character of Interest

The amount of any interest is recoverable by the Body Corporate as a liquidated debt.

32. Restricted Access Areas

The Body Corporate must ensure that any parts of the Common Property used for:-

- (a) electrical substations or control panels; or
- (b) fire service control panels; or
- (c) telephone exchanges; or

- (d) swimming pool pump room; or
- (e) other services to the Lots and Common Property,

are kept locked unless there is a legal requirement to the contrary. Owners or Occupiers of a Lot may not enter or open or tamper with such areas without the consent of the Body Corporate.

33. Moving of Furniture

An Owner shall give at least twenty-four (24) hours notice to the Body Corporate or its representative before any furniture, fittings or equipment may be moved in or out of any Lot. Any such moving must be done in a manner and at the time directed by the representative of the Body Corporate PROVIDED THAT nothing restricts the movement of such items if they can be safely and adequately moved by one person and are of a nature such that damage cannot be occasioned to any items of Common Property or of property belonging to the Owner of any other Lot. The cost to repair any damage resulting from such movement shall be borne by the Owner.

34. Energy Supply

- (a) If permitted by relevant legislation governing the supply of electricity and/or gas ("Energy") the Body Corporate may:-
 - (i) cause to be established and to be maintained an electricity supply system and/or gas supply system ("System") for the Development; and
 - (ii) as an on-supplier:-
 - (1) purchase Energy from an Energy supplier; and
 - (2) on-supply Energy to Owners.
- (b) The Body Corporate may enter into agreements, contracts, licences, leases or other arrangements of any nature in connection with:-
 - (i) the supply of Energy to the Body Corporate by an Energy supplier;
 - (ii) the on-supply of Energy to Owners;
 - (iii) the installation of service infrastructure and its uses in connection with the System,

including, without limitation, agreements contemplated by the Regulation Module for the Scheme setting out the basis on which charges are made for supply of Energy and the recovery of the costs to the Body Corporate of supplying that service.
- (c) The Body Corporate must calculate charges for Energy supply to Owners only as permitted under the relevant legislation governing on-supply or, if there is not applicable legislative provision, levy charges only to the extent required to ensure that the Body Corporate complies with its obligations to recover the costs of supplying the service to Owners.
- (d) If the Body Corporate charges Owners a tariff rate for the supply of Energy which is higher than the rate at which the Body Corporate purchases Energy from the supplier, any surplus funds generated in the hands of the Body Corporate as a result must be applied by the Body Corporate to its Administrative Fund in reduction of liabilities of the Body Corporate and, in this way, for the benefit of the Owners.
- (e) If the Body Corporate operates and maintains a System under this by-law, it may:-
 - (i) enter into agreements with Owners for the supply of Energy through the System, setting out the terms on which the Body Corporate will charge for the provision of services under the System and recover the costs of providing that service (as required by the Act and the Regulation Module for the Scheme) including charges for:-
 - (1) Energy supply;

- (2) installation and connection to the System;
 - (3) servicing and maintenance of the System to the extent it is utilised in the provision of the service to a particular Owner;
 - (4) disconnection and reconnection fees;
 - (5) advance payments or security deposits to be provided in connection with Energy supply through the System.
- (ii) establish the basis of Energy charges for those Owners which are not supplied by separate meter (if any) and for any Common Property based on an estimate of consumption taking into account the number and type of fittings, points, installations, plant and equipment, and appliances and the use to which those are put by the relevant Owner or the Body Corporate;
 - (iii) establish a system of accounts and invoices in connection with the supply of Energy through the System and render those accounts to Owners as appropriate;
 - (iv) recover any amounts when due and payable from any Owner under applicable accounts rendered and if an account is unpaid by the due date:
 - (1) 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;
 - (2) recover interest on any unpaid account;
 - (3) disconnect the supply of Energy to the relevant Owner;
 - (4) charge a reconnection fee to restore Energy supply to that Owner;
 - (5) increase the advance payment or security deposit for Energy supply to the relevant Owner.
- (f) The Body Corporate is not liable for any loss or damage suffered by any Owner as a result of any failure of the supply of Energy due to breakdowns, repairs, maintenance, strikes, accidents or any other causes affecting the System.
 - (g) The Body Corporate is not required to supply any Owner with Energy to any greater extent than the Energy supplier from which the Body Corporate obtains supply could provide at any given time.
 - (h) Each Owner must:-
 - (i) allow the Body Corporate and its agents, contractors, or employees access to any service infrastructure used in connection with Energy supply under the System;
 - (ii) comply with all requirements of the Body Corporate imposed in connection with Energy supply through the System;
 - (iii) maintain any service infrastructure used in connection with the System and which is located in or on a Lot and which is used in connection with Energy supply under the System.
 - (i) Nothing in this by-law obliges an Owner to purchase Energy from the Body Corporate or limits or restricts the rights of any Owner to utilise service infrastructure under any implied easement or other right contained in the Act or other applicable legislation.

35. Bulk Supply of Utilities

The Body Corporate may at its election supply or engage another person to supply utilities to the Development and in such case the following will apply:-

- (a) "Utility" means: water (potable and non-potable), telecommunications, cable TV and the like;

- (b) The Body Corporate has the power to enter into a contract for the purchase of reticulated Utility, on the most economical basis, for the whole of the Development from any relevant Utility provider;
- (c) The Body Corporate has the power to sell reticulated Utility to each Owner or Occupier in the Development;
- (d) The Body Corporate is not required to supply to any Owner or Occupier Utility requirements beyond those requirements which the relevant Utility supplier could supply at any particular time;
- (e) The Body Corporate may charge for the Utility services (including for the installation of, and the costs associated with, infrastructure for the Utility services) but only to the extent necessary for reimbursing the Body Corporate for supplying the Utility services;
- (f) The Body Corporate may render accounts to each Owner or Occupier as appropriate;
- (g) In respect of an account which has been rendered pursuant to this by-law, then an Owner or Occupier is liable, jointly and severally with any person who was liable to pay that account when the Owner or Occupier became the Owner or Occupier of that Lot;
- (h) In the event that a proper account for the supply of reticulated Utility is not paid by its due date for payment, then the Body Corporate is entitled to:-
 - (1) 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;
 - (2) disconnect the supply of reticulated Utility to the relevant Lot;
 - (3) recover interest on any unpaid account;
 - (4) charge a reconnection fee to restore the Utility supply to that Owner;
 - (5) increase the advance payment or security deposit for the Utility supply to the relevant Owner.
- (i) The Body Corporate is not, under any circumstances whatsoever, responsible or liable for any failure of the supply of Utility 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 the reticulated Utility as a guarantee against non-payment of accounts for the supply of the reticulated Utility.
- (k) Nothing in this by-law obliges an Owner to purchase reticulated Utility from the Body Corporate or limits or restricts the rights of any Owner to utilise service infrastructure under any implied easement or other right contained in the Act or other applicable legislation.

36. Management of the Common Property and Special Privileges Use of Common Property

- (a) For as long as there is in existence an agreement with the Body Corporate:-
 - (i) for the Building Manager to provide services for the control, management and administration of the Common Property (a "Service Contractor Agreement"); and/or
 - (ii) an agreement for a letting agent for the Scheme ("Letting Agent") to provide letting and ancillary services to such Owners or Occupiers who wish to avail themselves of such services (a "Letting Agreement") then:-
 - (1) The Body Corporate will not itself, directly or indirectly, provide any of the services set out in the Service Contractor Agreement or the Letting Agreement;
 - (2) The Body Corporate will not enter into with any other person or entity an agreement similar to the Service Contractor Agreement or the Letting Agreement;

- (3) The Building Manager and the letting agent will be entitled to erect or display signs or notices in or on the Common Property advertising any of the services they provide pursuant to the Service Contractor Agreement or the Letting Agreement;
 - (4) The Body Corporate may confer on the Building Manager and the Letting Agent special privileges in respect of part(s) of the Common Property to use same in connection with the business carried out pursuant to the Service Contractor Agreement or the Letting Agreement;
 - (5) 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 Development 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 Development; and
 - (6) The Body Corporate must not make any part of the Common Property available to any person or corporation for the purpose of conducting a letting business.
- (b) The Body Corporate may use or authorise the use of appropriate parts of the Common Property to store equipment used for the performance of the Body Corporate's duties pursuant to the Act in respect of any Common Property. These areas (if any) may be locked and access prohibited without the authority of the Body Corporate.

37. Security for Lots

- (a) An Owner or person authorised by him is permitted to install:-
- (i) any locking or other safety device for protection of their Lot against intruders; or
 - (ii) any screen or other device to prevent entry of animals or insects upon their Lot,
- provided that the locking or other safety device or, as the case may be, screen or other device is constructed in a workmanlike manner, is maintained in a state of good and serviceable repair by the Owner and does not detract from the amenity of the Building. All doors and windows to the premises shall be securely fastened on all occasions when the premises are left unoccupied and the Committee reserves the right to enter and fasten same if left insecurely fastened.
- (b) An Owner shall not disclose to any person other than any other person residing in the Development with the authority of the Owner or Occupier, the security code (if any) advised from time to time to the Owner or Occupier by the Body Corporate for security gate(s) and/or doors (if any) erected within the Development for the purposes of gaining access to any part of the Development.

38. Dividing Fences

An Owner shall not erect any fence on the Lot without the written approval of the Committee and unless the same is of a construction approved by the Committee.

39. Exclusive Use – Private Courtyard

- (a) The Owner for the time being of each Lot set out in Schedule E:
- (i) is entitled to the exclusive use and enjoyment of that part of the Common Property allocated to the Lot in Schedule E and identified on the plans attached and marked Annexure "A" ("Exclusive Use Area"); and
 - (ii) may only use the Exclusive Use Area for the Purpose identified in Schedule E and on the conditions specified in **by-law 39(d)**.
- (b) The Committee may implement any further rules in relation to Exclusive Use Area allocated to the Lot as it deems appropriate.
- (c) The Owner of each Lot is responsible for the cost of the maintenance and operating costs of the Exclusive Use Area.

- (d) The Purpose identified in Schedule E has the following meaning:-
- (i) **“Car Park”** means that the Exclusive Use Area may only be used for the purposes of parking of motor vehicles and in accordance with **by-law 1**.
 - (ii) **“Private Courtyard”** means that the Exclusive Use Area may only be used for the purposes of a private courtyard provided that the Owner must:-
 - (1) maintain the Private Courtyard by:
 - a. ensuring any fittings, paved areas, plants and retaining walls etc. located in the Private Courtyard are kept in a clean and tidy condition and in a state of good and serviceable repair;
 - b. ensuring any plants located in the Private Courtyard are maintained in a good and healthy condition;
 - c. promptly removing any plant (if it dies) located in the Private Courtyard and replacing it with another plant of a variety approved by the Committee;
 - d. ensuring no root invasive species of plant be grown within any part of the Private Courtyard;
 - e. not removing any plant located in the Private Courtyard without the prior written approval of the Committee;
 - f. not planting any plant in the Private Courtyard without the prior written approval of the Committee;
 - g. not storing on or in the Private Courtyard any items deemed to adversely impact the appearance of the Private Courtyard and will immediately remove from the Private Courtyard any such items upon being directed to do so by the Body Corporate;
 - h. maintaining any clothes drying facilities;
 - i. maintaining in a clean and tidy condition and in a state of good and serviceable repair the garden shed located within the Private Courtyard. Any damaged caused to the garden shed by an Owner or Occupier as a result of misuse must be reported to the Body Corporate and immediately rectified by the relevant Owner at its cost.
 - (2) allow access to the Private Courtyard by the Building Manager or any other service contractor engaged by the Body Corporate from time to time for the purposes of:
 - a. carrying out works and/or effect repairs on common services, such as drains, pipes, connections and services generally including, but not limited to gas, water, sewerage, easement areas, electricity and other service or systems relating to the Common Property;
 - b. reading of meters applicable to these common services where the meters and/or services are located in the Private Courtyard; and
 - c. inspection, treatment or other activity as deemed necessary by the Committee in relation to the prevention and/or management of termite (or other similar pest) infestation,

whereby access may only be reasonable obtained via the Private Courtyard.

40. Use of Swimming Pool

- (a) A swimming pool and surrounding areas (“Swimming Pool Area”) are located on the Common Property and are intended to be used for the purposes of a swimming pool and associated community and recreational

purposes by Owners and Occupiers and their Invitees. The Body Corporate shall be responsible for the maintenance of and operating costs of the Swimming Pool Area.

- (b) The rules for use of the Swimming Pool Area located on the Common Property are as follows:-
- (i) the Swimming Pool Area may only be used between the hours of 9.00am and 9.00pm or as otherwise determined by the Committee;
 - (ii) the Swimming Pool Area may only be used by an Owner or Occupier and their Invitees accompanied by the Owner or Occupier;
 - (iii) glass items must not be taken within the Swimming Pool Area;
 - (iv) the gates surrounding the Swimming Pool Area must be closed immediately after entry or exit;
 - (v) alcoholic beverages are not taken to or consumed within the Swimming Pool Area;
 - (vi) there is to be no smoking within the Swimming Pool Area;
 - (vii) children below the age of thirteen (13) years are not permitted within the Swimming Pool Area unless accompanied by an adult Owner or Occupier exercising effective control and supervision over them;
 - (viii) persons must not allow an animal within the Swimming Pool Area;
 - (ix) Owners or Occupiers and their Invitees shall exercise caution at all times and shall not run or splash or behave in any manner that is likely to interfere with the use and enjoyment of the Swimming Pool Area by other persons;
 - (x) people using the Swimming Pool Area must use it only for its intended purposes, keep it clean and not leave it in an untidy or littered state;
 - (xi) no foreign matter, other than swimsuits, rubber flippers, protective eyewear, child floatation devices and simple snorkels are permitted within the swimming pool located in the Swimming Pool Area;
 - (xii) bathing suits must be worn at all times by people using the swimming pool located in the Swimming Pool Area;
 - (xiii) the swimming pool located in the Swimming Pool Area is for the enjoyment of all residents, and therefore boards, large inflatable/s and ball games are not permitted within the swimming pool;
 - (xiv) people using the Swimming Pool Area including the swimming pool and associated facilities (if any) therein must comply with any notice erected by the Body Corporate within the Swimming Pool Area giving direction in respect of any rules relating to the use of the Swimming Pool Area;
 - (xv) use of the Swimming Pool Area including the swimming pool and associated facilities (if any) therein by an Owner or Occupier and their Invitees is at each of their own risk;
 - (xvi) the Body Corporate has the power to pass and change rules setting minimum dress standards for people in the Swimming Pool Area.
- (c) The Body Corporate may close the Swimming Pool Area for maintenance purposes.
- (d) The Committee may implement any further rules in relation to the Swimming Pool Area as it deems appropriate.

41. Maintenance of Swimming Pool

An Owner shall not without proper authority operate, adjust or interfere with the operation of any equipment associated with the swimming pool located within the Swimming Pool Area or add any chemical or other substance to the same.

42. Use of Barbecue Area

- (a) A barbeque and associated facilities ("Barbeque Area") are located on the Common Property and are intended to be used for the purposes of a barbeque and associated community and recreational purposes by Owners and Occupiers and their Invitees. The Body Corporate shall be responsible for the maintenance of and operating costs of the Barbeque Area.
- (b) The rules for use of the Barbeque Area located on the Common Property are as follows:-
 - (i) the Barbeque Area may only be used between the hours of 9.00am and 9.00pm or as otherwise determined by the Committee;
 - (ii) the Barbeque Area may only be used by an Owner or Occupier and their Invitees accompanied by the Owner or Occupier;
 - (iii) no use shall be made of the Barbecue Area which involves damage, inconvenience or nuisance to any Owner or Occupier or Invitee nor which causes damage to the surface, fixture or fittings of the Barbecue Area;
 - (iv) alcoholic beverages are not taken to or consumed within the Barbeque Area;
 - (v) there is to be no smoking within the Barbeque Area;
 - (vi) persons must not allow an animal within the Barbeque Area;
 - (vii) people using the Barbeque Area must use it only for its intended purposes, keep it clean and not leave it in an untidy or littered state;
 - (viii) children are not permitted to use the barbeques located within the Barbeque Area;
 - (ix) people using the barbeque and associated facilities located in the Barbeque Area must ensure the barbeque and tap (if any) are turned off after use;
 - (x) people using the Barbeque Area including the barbeque and associated facilities located therein must comply with any notice erected by the Body Corporate within the Barbeque Area giving direction in respect of any rules relating to the Barbeque Area;
 - (xi) use of the Barbeque Area including the barbeque and associated facilities located therein by an Owner or Occupier and their Invitees is at their own risk.
- (c) The Body Corporate may close the Barbeque Area for maintenance purposes.
- (d) The Committee may implement any further rules in relation to the Barbeque Area as it deems appropriate

43. Development Approval Conditions

The Body Corporate and Owners and Occupiers acknowledge that certain conditions of the Decision Notice apply to the Development and to the extent that all such conditions are not separately set out in this Community Management Statement or otherwise provided for by the establishment of the Scheme, the Body Corporate and Owners or Occupiers agree that they are aware of the following conditions:-

(a) Maintain the Development

The Body Corporate must maintain the approved Development (including but not limited to communal lighting, landscaping, retaining walls, parking, visitor car parking, privacy screening, screening of garbage bin areas, rainwater tanks, hot water tanks, gas bottles, air conditioning units and other plant enclosures, fencing, signage, driveways and other external spaces) generally in accordance with the Approved Drawings and Documents and any relevant Council engineering or other approval required by the Decision Notice.

(b) Parking Provision

- (i) The Body Corporate must at all times maintain car parks within the Development consisting of:-

- (1) One (1) car park for each Lot constructed in the Development for Occupiers;
- (2) Visitors car parks including one (1) car parking space for people with disabilities as shown on the Approved Drawings.
- (ii) The Body Corporate must ensure car parks, access lanes and driveways shown on the Approved Drawings are used for their intended purpose only.

(c) Bin Storage Requirements and Collection Locations

- (i) The Body Corporate must maintain a waste management plan as approved by Council in accordance with the requirements of the Decision Notice.
- (ii) The Body Corporate must at all times manage waste in accordance with SC 6.20 Planning Scheme Policy – Waste, as amended.
- (iii) Refuse and recycling bins must be manoeuvred by Occupiers from their respective storage places to the designated internal collection point on collection day, retrieve them after collection and return them to their respective storage places on the same day.

(d) Stormwater Management Plan

- (i) The Body Corporate must maintain and manage the ongoing operation of the stormwater management measures and drainage works ("Stormwater Management Systems") in accordance with the Approved Drawings and Documents ("Stormwater Management Plan").
- (ii) The Stormwater Management Systems is the property of the Body Corporate.
- (iii) The Body Corporate:-
 - (1) is responsible for the ongoing operation and maintenance of the stormwater quality and quantity mitigation devices constructed within the Stormwater Management System ("Stormwater Management Devices") in accordance with the Stormwater Management Plan to ensure the design discharge parameters are maintained for the life of the Development;
 - (2) will ensure the Stormwater Management Devices are maintained at regular intervals after commencement of the use of the lots within the Development by a suitably qualified contractor ("Maintenance Contractor") in accordance with the Stormwater Management Plan;
 - (3) will obtain and ensure a certificate of compliance from the Maintenance Contractor is to be kept on site and in the Body Corporate's records and made available to Council Officers upon successful completion of each maintenance procedure ("Maintenance Certificates");
 - (4) will ensure all Maintenance Certificates are kept on site and in the Body Corporate's records for a minimum of two (2) years;
 - (5) must not alter or replace the Stormwater Management Systems or Stormwater Management Devices without the prior written approval of Council.

(e) Landscaping Requirements

The Body Corporate must at all times maintain landscaping within the Development in accordance with an approved landscaping plan for the Development prepared generally in accordance with SC 6.12 Planning Scheme Policy – Integrate Design – Appendix D – Landscaping (Part 4 – Information to be included in a Landscape Plan) (as amended) and the Approved Drawings and Documents.

(f) Communal Open Space and/or Recreation Areas

The Body Corporate must at all times maintain communal open spaces and/or recreation areas to cater for the need of residents as shown on the Approved Drawings and Documents ("Communal Open Space").

Unrestricted access to the Communal Open Space must be maintained for all Owners of lots within the Development.

(g) External Clothes Drying Facilities

Any external clothes drying facilities are only to be located internal to the Development and:-

- (i) are not permitted along the frontage of Cecily Street or the Road Reserve along the southern boundary of the Development where such clothes drying facilities may be visible by the public; and
- (ii) must be screened from adjoining lots within the Development and the internal road.

(h) Fire Hydrant Facilities

(i) The Body Corporate shall be responsible for the cost of water consumption charges at the boundary meter and shall be responsible for maintaining the external Fire Hydrant Facilities serving the Development in effective operating order in the manner prescribed in Australian Standard AS1851(2013) - Routine Service of Fire Protection Systems and Equipment, as amended from time to time, for the life of the Development.

(ii) The Body Corporate must ensure a continuous path of travel having the following characteristics is provided between the vehicle access point to the site and each external fire hydrant booster point within the Development:-

- (1) An unobstructed width of no less than 3.5m;
- (2) An unobstructed height of no less than 4.8m;
- (3) Constructed to be readily traversed by a 17 tonne HRV fire brigade pumping appliance;
- (4) An area for a fire brigade pumping appliance to stand within 20m of each fire hydrant and 8m of each hydrant booster point.

SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED

1. Services Location Diagram

Service Easements as defined in the *Body Corporate and Community Management Act 1997* are present on the parcel. The appropriate location of these services are shown on the Services Location Diagram attached and marked Annexure "B".

2. Statutory and Service Easements

Each Lot, as specified below, to the extent applicable and necessary having regard to the relatives positioning of the Lots in respect of each other has the benefit and burden of the statutory and service easements as follows:

Lot on Plan	Statutory Easement	Service Easement
Lot 1 on SP 303663	support, shelter, projection & utility infrastructure	electricity, telephone/nbn, sewerage, stormwater, water, drainage, CCTV
Lot 2 on SP 303663	support, shelter, projection & utility infrastructure	electricity, telephone/nbn, sewerage, stormwater, water, drainage, CCTV
Lot 3 on SP 303663	support, shelter, projection & utility infrastructure	electricity, telephone/nbn, sewerage, stormwater, water, drainage, CCTV
Lot 4 on SP 303663	support, shelter, projection & utility infrastructure	electricity, telephone/nbn, sewerage, stormwater, water, drainage, CCTV
Lot 5 on SP 303663	support, shelter, projection & utility infrastructure	electricity, telephone/nbn, sewerage, stormwater, water, drainage, CCTV
Lot 6 on SP 303663	support, shelter, projection & utility infrastructure	electricity, telephone/nbn, sewerage, stormwater, water, drainage, CCTV
Lot 7 on SP 303663	support, shelter, projection & utility infrastructure	electricity, telephone/nbn, sewerage, stormwater, water, drainage, CCTV
Lot 8 on SP 303663	support, shelter, projection & utility infrastructure	electricity, telephone/nbn, sewerage, stormwater, water, drainage, CCTV

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

LOT ON PLAN	EXCLUSIVE USE AREA	PURPOSE
1 on SP 303663	EU1	Private Courtyard
2 on SP 303663	EU2 & EU2B	Private Courtyard
3 on SP 303663	EU3A & EU3B	Private Courtyard
4 on SP 303663	EU4	Private Courtyard
5 on SP 303663	EU5	Private Courtyard
6 on SP 303663	EU6	Private Courtyard
7 on SP 303663	EU7	Private Courtyard
8 on SP 303663	EU8	Private Courtyard
9 on SP 303663	EU9	Private Courtyard
10 on SP 303663	EU10	Private Courtyard
11 on SP 303663	EU11	Private Courtyard
12 on SP 303663	EU12	Private Courtyard
13 on SP 303663	EU13	Private Courtyard
14 on SP 303663	EU14	Private Courtyard
15 on SP 303663	EU15	Private Courtyard
16 on SP 303682	EU16	Private Courtyard
17 on SP 303682	EU17	Private Courtyard
18 on SP 303682	EU18	Private Courtyard
19 on SP 303682	EU19	Private Courtyard
20 on SP 303682	EU20	Private Courtyard
21 on SP 303682	EU21	Private Courtyard
22 on SP 303682	EU22	Private Courtyard
23 on SP 303682	EU23	Private Courtyard
24 on SP 303682	EU24	Private Courtyard
25 on SP 303682	EU25	Private Courtyard
26 on SP 303682	EU26	Private Courtyard
27 on SP 303682	EU27	Private Courtyard
28 on SP 303682	EU28	Private Courtyard
29 on SP 303682	EU29	Private Courtyard
30 on SP 303682	EU30	Private Courtyard
31 on SP 303682	EU31	Private Courtyard
32 on SP 303682	EU32	Private Courtyard
33 on SP 303682	EU33	Private Courtyard
34 on SP 303682	EU34	Private Courtyard
35 on SP 303682	EU35	Private Courtyard
36 on SP 303682	EU36	Private Courtyard
37 on SP 303682	EU37	Private Courtyard
38 on SP 303682	EU38	Private Courtyard
39 on SP 303682	EU39A	Private Courtyard
	EU39B	Car Park
40 on SP 303682	EU40	Private Courtyard
41 on SP 303682	EU41	Private Courtyard
42 on SP 303682	EU42	Private Courtyard
43 on SP 309048	EU43	Private Courtyard
44 on SP 309048	EU44	Private Courtyard
45 on SP 309048	EU45	Private Courtyard
46 on SP 309048	EU46	Private Courtyard
47 on SP 309048	EU47	Private Courtyard
48 on SP 309048	EU48	Private Courtyard
49 on SP 309048	EU49	Private Courtyard
50 on SP 309048	EU50	Private Courtyard
51 on SP 309048	EU51	Private Courtyard
52 on SP 309048	EU52	Private Courtyard
53 on SP 309048	EU53	Private Courtyard

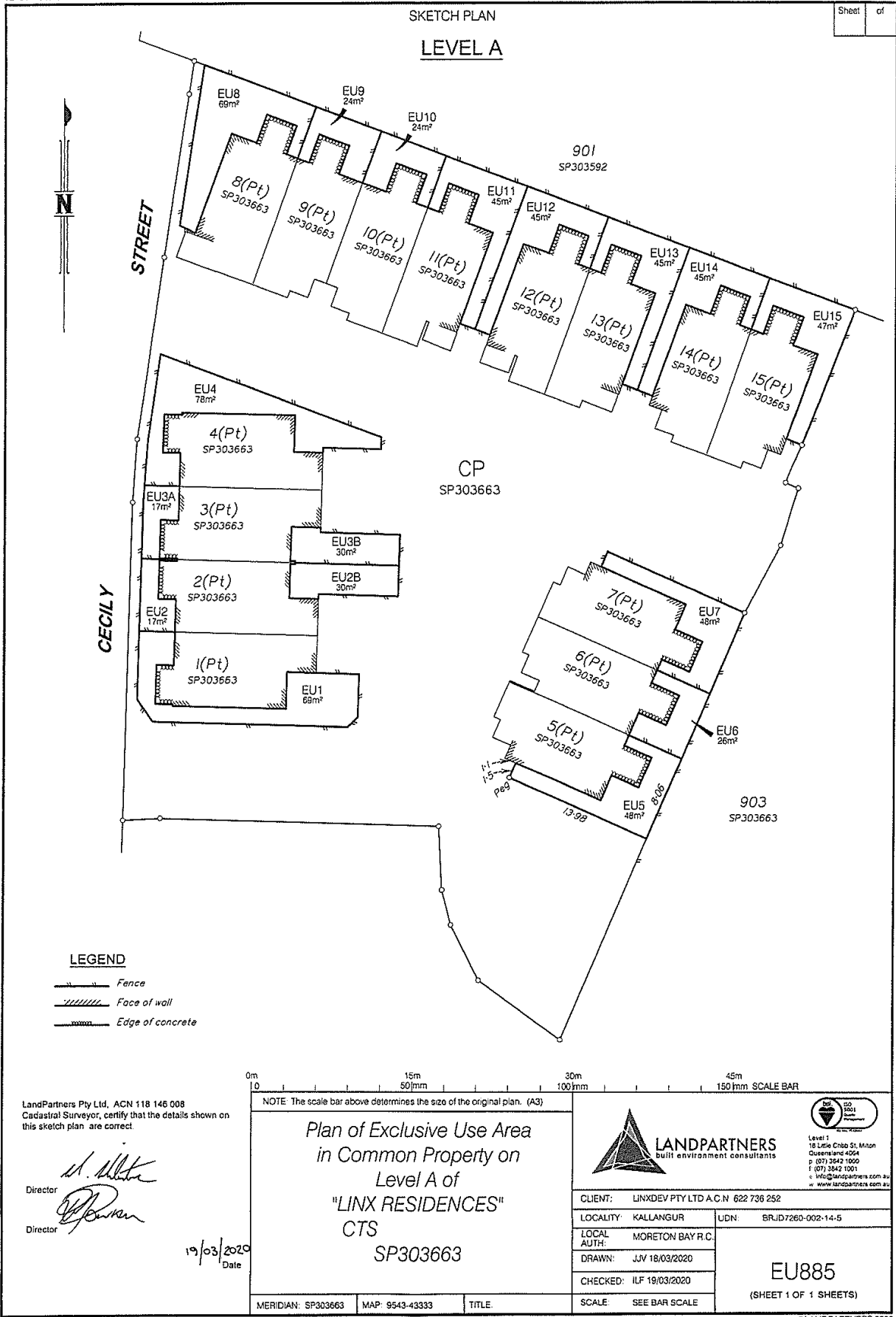
LOT ON PLAN	EXCLUSIVE USE AREA	PURPOSE
54 on SP 309048	EU54	Private Courtyard
55 on SP 309048	EU55	Private Courtyard
56 on SP 309048	EU56	Private Courtyard
57 on SP 309048	EU57	Private Courtyard
58 on SP 309048	EU58	Private Courtyard
59 on SP 309048	EU59	Private Courtyard
60 on SP 309048	EU60	Private Courtyard
61 on SP 309048	EU61	Private Courtyard
62 on SP 309048	EU62	Private Courtyard
63 on SP 309048	EU63	Private Courtyard
64 on SP 309048	EU64	Private Courtyard
65 on SP 309048	EU65	Private Courtyard
66 on SP 309048	EU66	Private Courtyard
67 on SP 309048	EU67	Private Courtyard
68 on SP 309048	EU68	Private Courtyard
69 on SP 309048	EU69	Private Courtyard
70 on SP 309048	EU70	Private Courtyard
71 on SP 309048	EU71	Private Courtyard
72 on SP 309048	EU72	Private Courtyard
73 on SP 309048	EU73	Private Courtyard
74 on SP 309048	EU74	Private Courtyard
75 on SP 309048	EU75	Private Courtyard
76 on SP 309048	EU76	Private Courtyard
77 on SP 309048	EU77	Private Courtyard
78 on SP 309048	EU78	Private Courtyard
79 on SP 309048	EU79	Private Courtyard
80 on SP 309048	EU80	Private Courtyard
81 on SP 309048	EU81	Private Courtyard
82 on SP 309048	EU82	Private Courtyard
83 on SP 309048	EU83	Private Courtyard
84 on SP 309048	EU84	Private Courtyard
85 on SP 309048	EU85	Private Courtyard
86 on SP 309048	EU86	Private Courtyard
87 on SP 309048	EU87	Private Courtyard
88 on SP 309048	EU88	Private Courtyard
89 on SP 309048	EU89	Private Courtyard
90 on SP 303682	EU90	Private Courtyard
91 on SP 303682	EU91	Private Courtyard
92 on SP 303682	EU92	Private Courtyard
93 on SP 303682	EU93	Private Courtyard
94 on SP 303682	EU94	Private Courtyard
95 on SP 303682	EU95	Private Courtyard
96 on SP 303682	EU96	Private Courtyard
97 on SP 303682	EU97	Private Courtyard
98 on SP 303682	EU98	Private Courtyard
99 on SP 303682	EU99	Private Courtyard
100 on SP 303682	EU100	Private Courtyard
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106 on SP 303682	EU106	Private Courtyard
107 on SP 303682	EU107	Private Courtyard

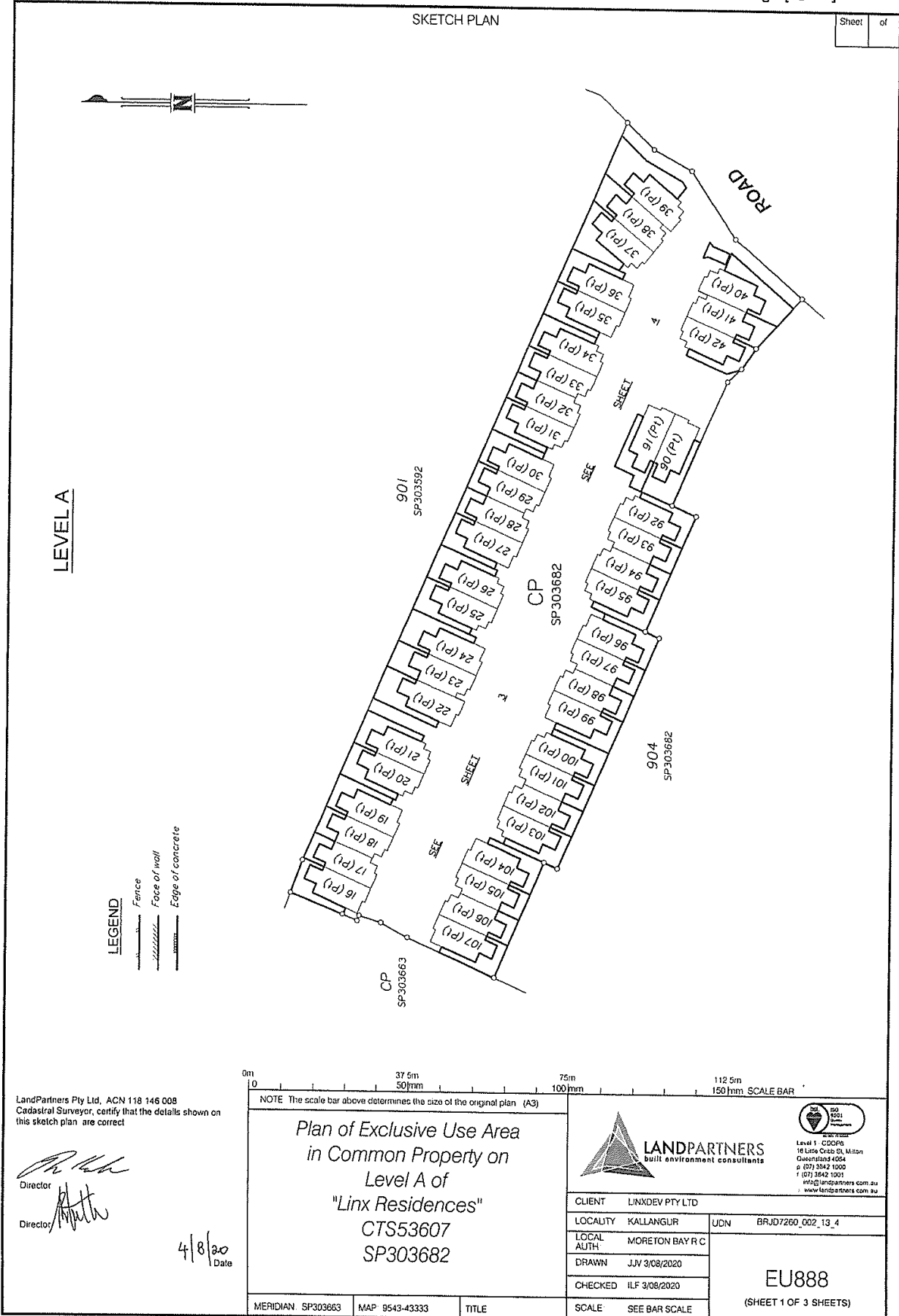
(As specified on the plan attached and marked Annexure "A" to be used for the purposes and on the conditions outlined in by-law 39)

Title Reference 51217803

Page 28 of 46

ANNEXURE "A"



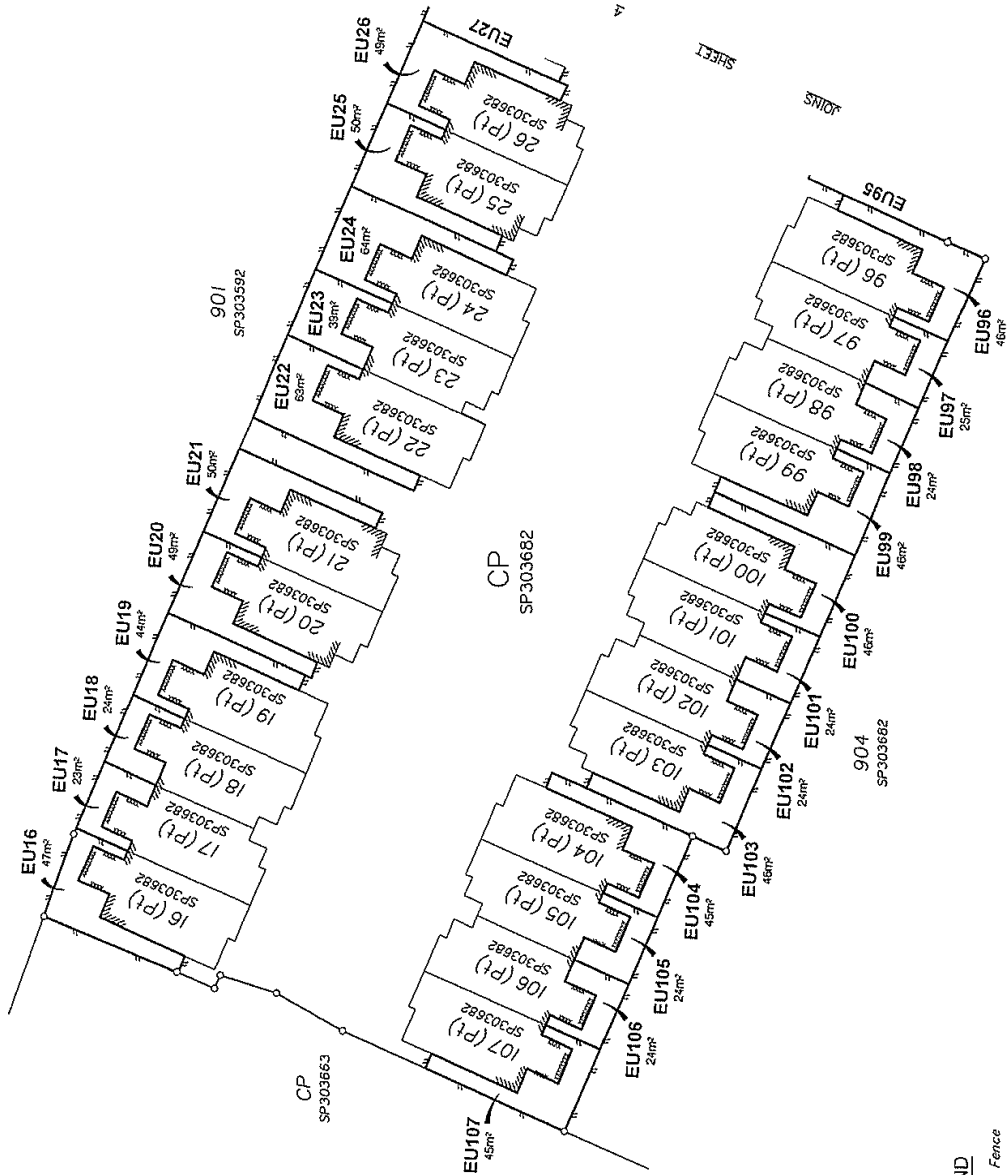


ADDITIONAL SHEET

Sheet of

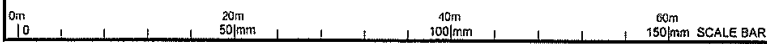


LEVEL A



LEGEND

- Fence
- Face of wall
- Edge of concrete

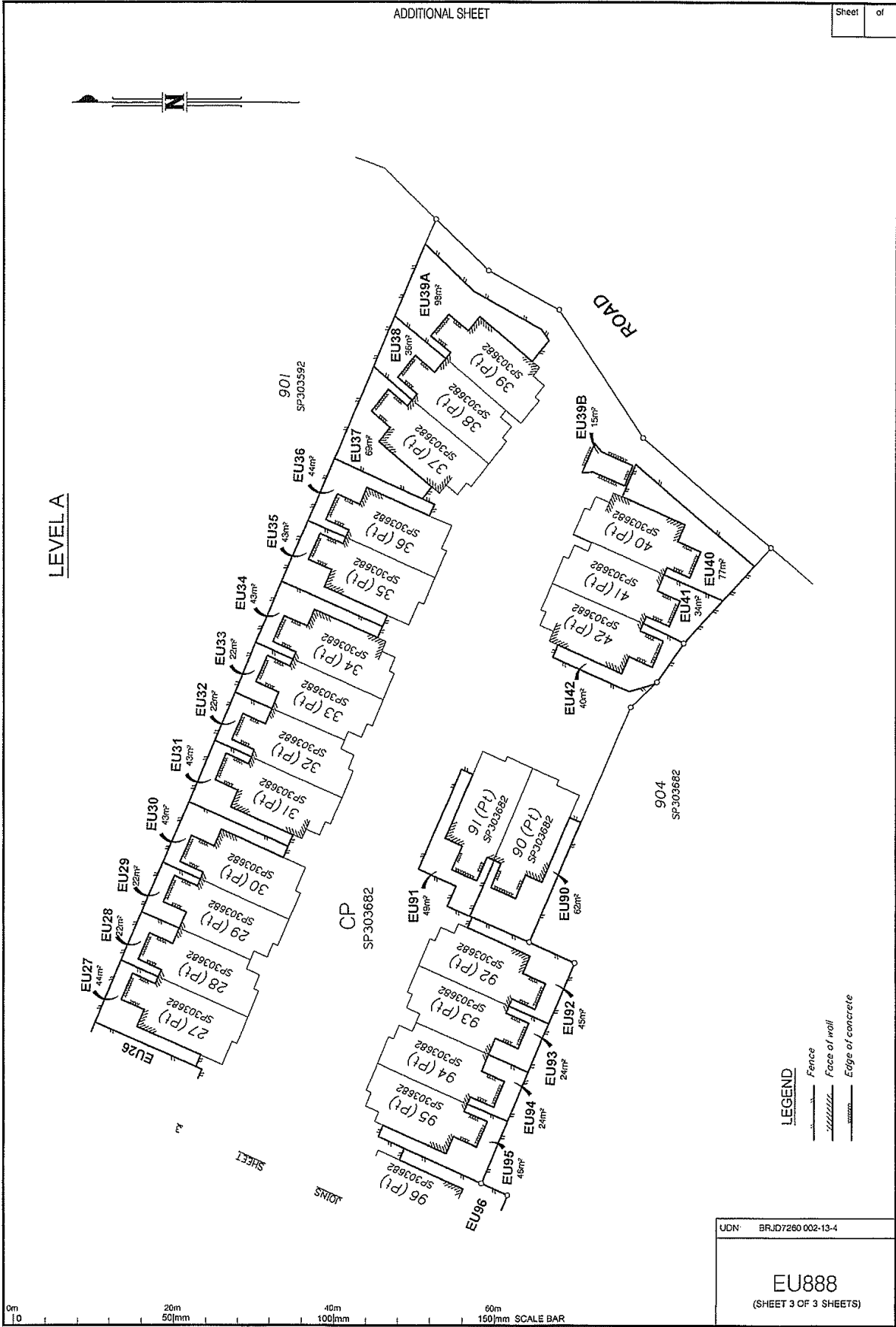


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EU888
(SHEET 2 OF 3 SHEETS)

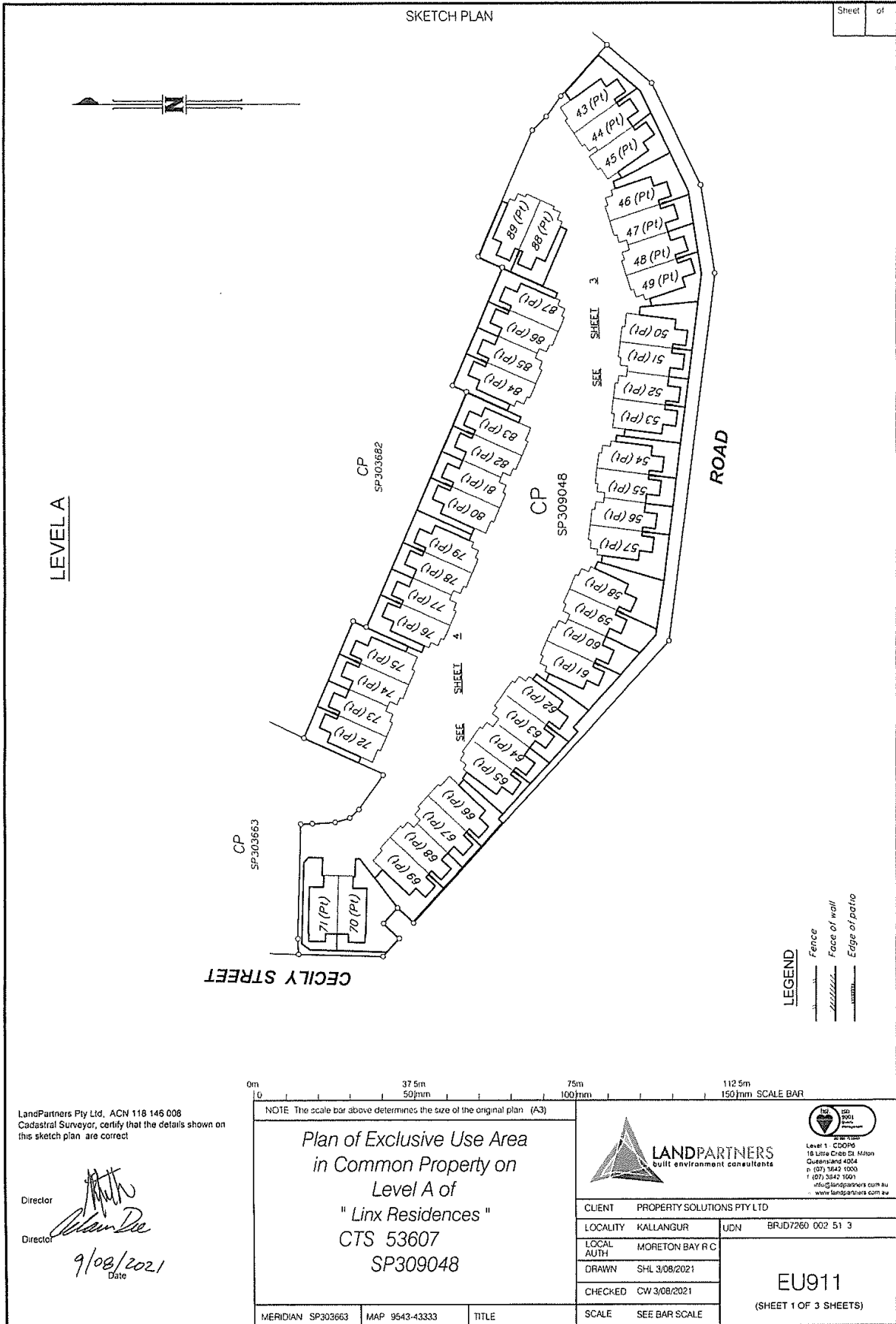
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Sheet	of



UDN: BRJD7260 002-13-4

EU888
(SHEET 3 OF 3 SHEETS)

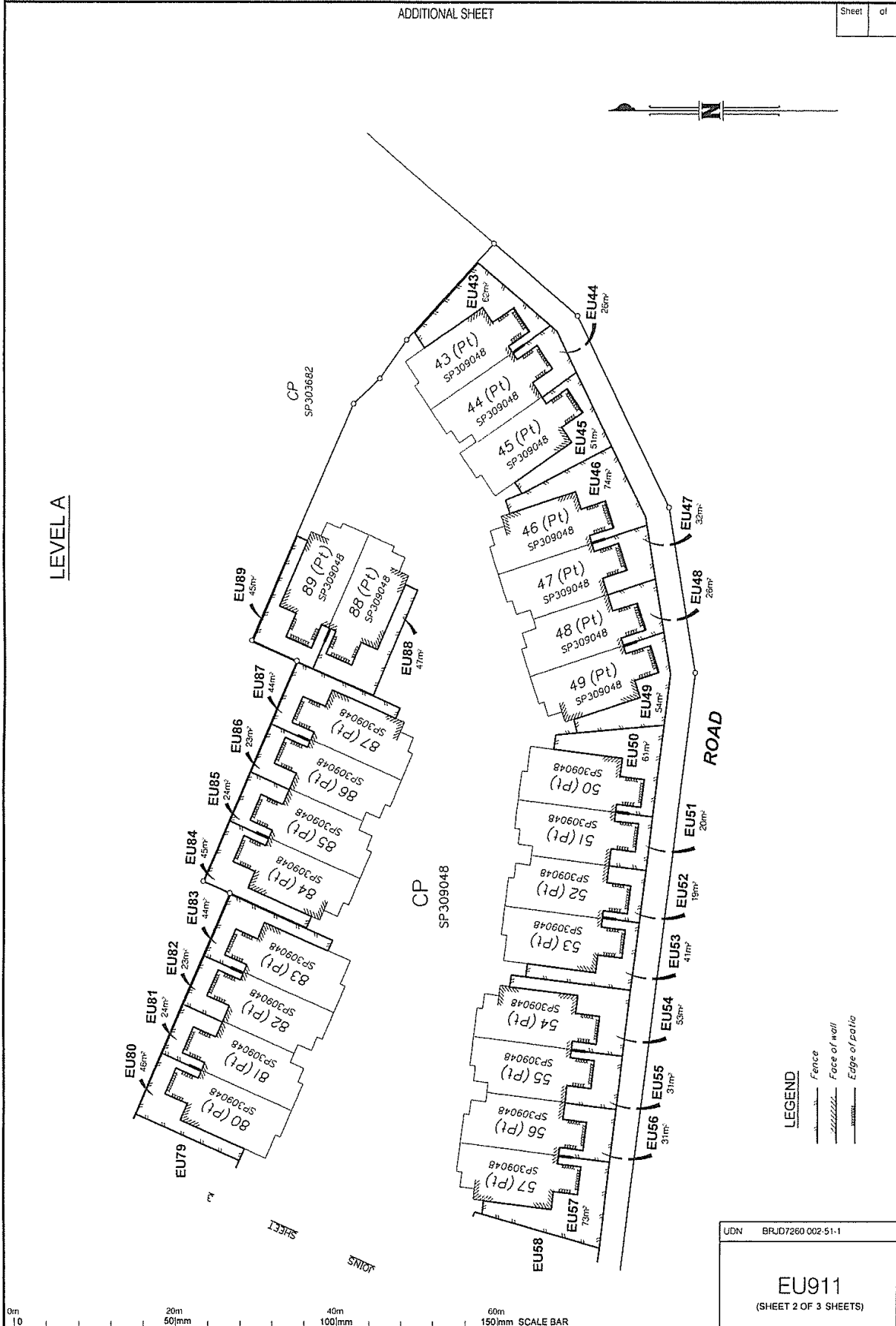


ADDITIONAL SHEET

Sheet	of



LEVEL A



LEGEND

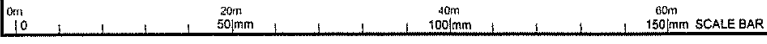
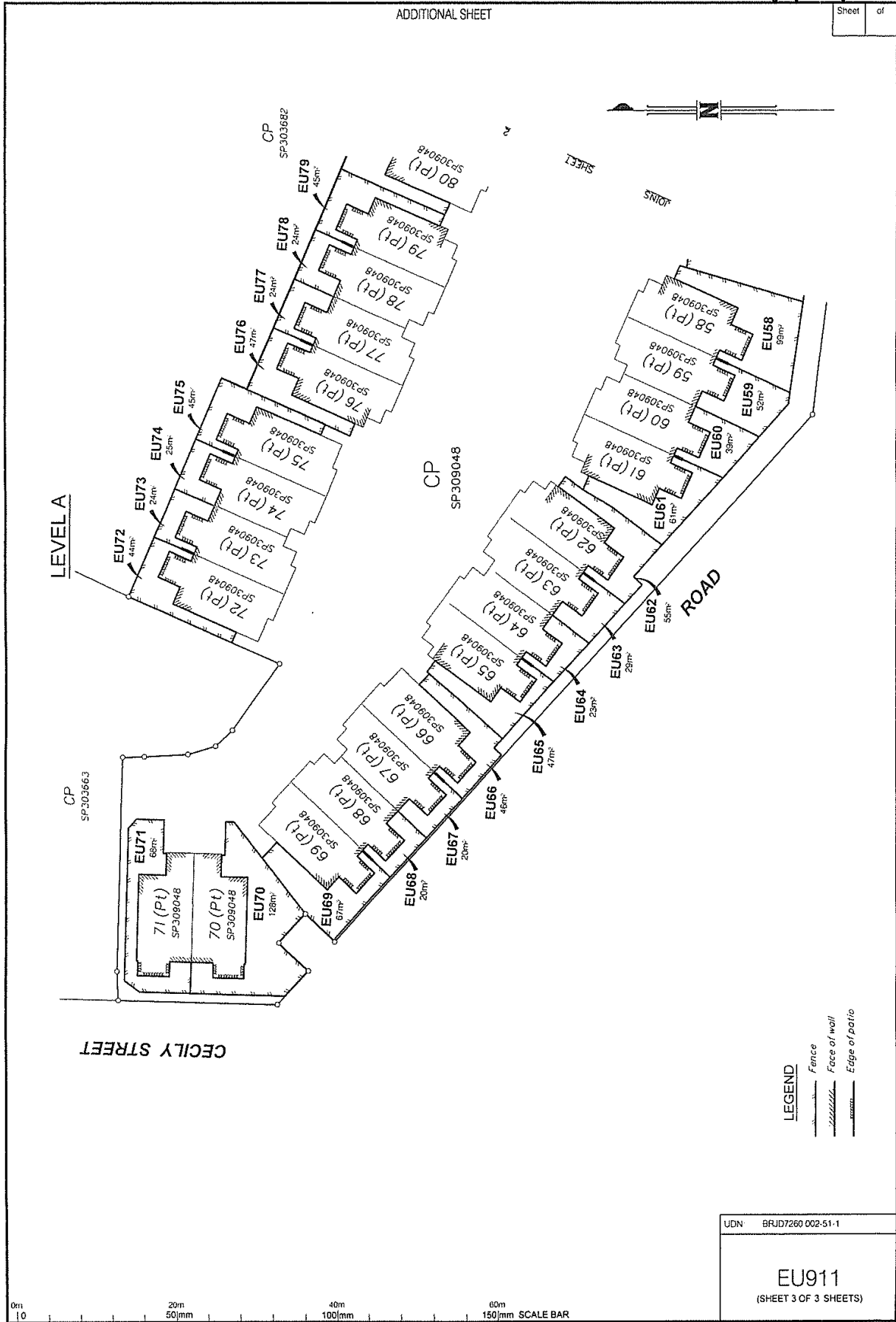
	Fence
	Face of wall
	Edge of patio

UDN BRJ07260 002-51-1

EU911
(SHEET 2 OF 3 SHEETS)

ADDITIONAL SHEET

Sheet of



UDN BRJD7260 002-51-1

EU911
(SHEET 3 OF 3 SHEETS)


Title Reference 51217803

Page 36 of 46





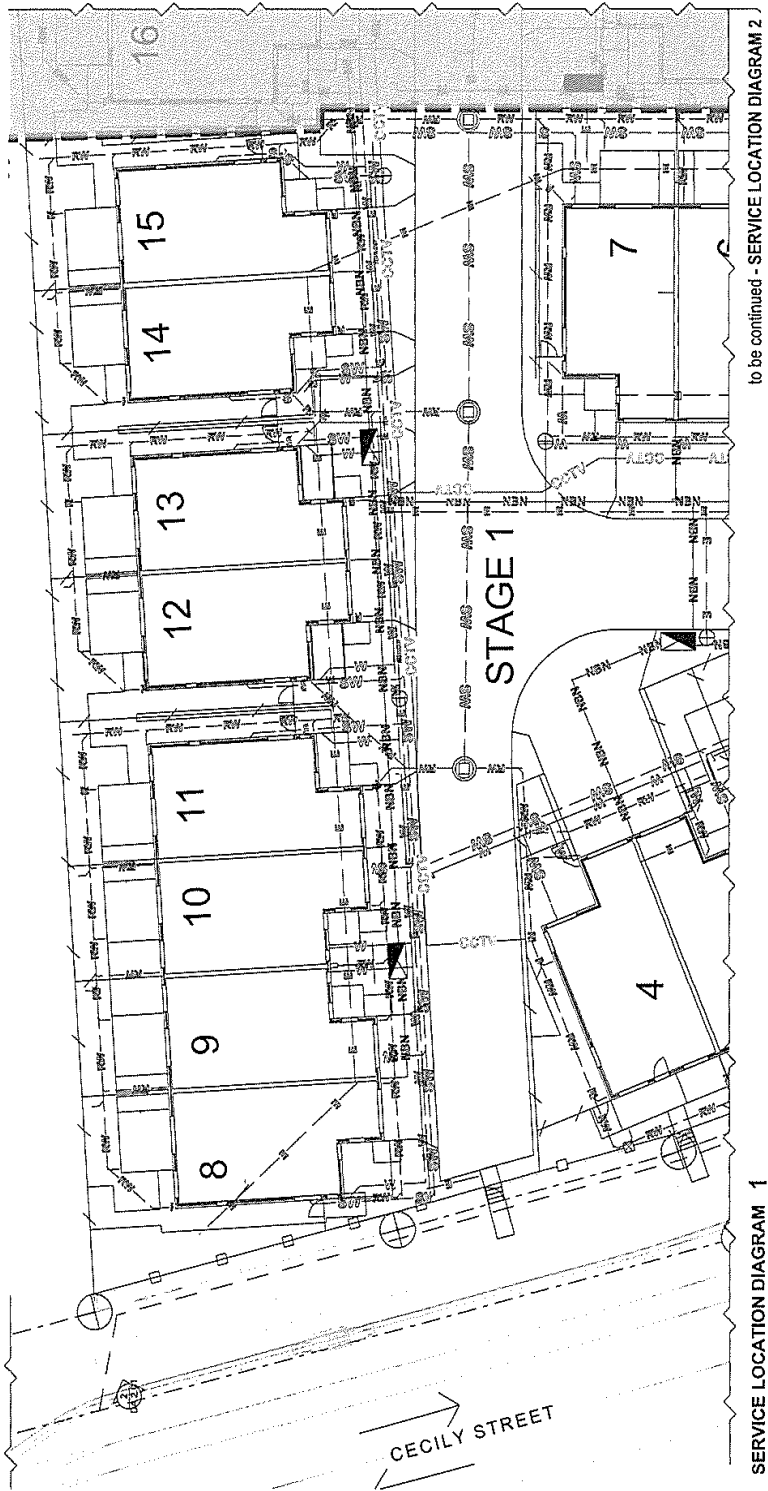
ANNEXURE "B"



	<p>LEGEND</p> <ul style="list-style-type: none"> — U/G Electricity Line — NBN Line — Sewer Line — Roofwater Line — Water Main — Stormwater Line — Switch Board — Tele Pit — Community Light — Sump Grate — Field Gully — Dual Pillar Hydrant — CCTV Line 	<p>AR DEVELOPMENTS PTY.LTD. Address: PO BOX 2214 Tingalpa, QLD 4173 Ph: (07) 3908 1111 Fax: (07) 3908 1112 Email: admin@ardevelopments.com.au</p>	<p>Project Name LINX Residences - CTS STAGE 1 88 Cecily St, Kallangur</p>															
		<p>Drawing Title: COVER PLAN - Stage 1 SERVICE LOCATION DIAGRAM</p>																
		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">A</td> <td style="width: 15%;">Date:</td> <td style="width: 15%;">21.04.20</td> <td style="width: 15%;">Drawn By:</td> <td style="width: 15%;">DS</td> </tr> <tr> <td></td> <td>Scale:</td> <td>As shown on A3</td> <td>Checked By:</td> <td>BT</td> </tr> <tr> <td></td> <td>Status:</td> <td>AS BUILT</td> <td>Proj. No.:</td> <td>4210203</td> </tr> </table>		A	Date:	21.04.20	Drawn By:	DS		Scale:	As shown on A3	Checked By:	BT		Status:	AS BUILT	Proj. No.:	4210203
A	Date:	21.04.20	Drawn By:	DS														
	Scale:	As shown on A3	Checked By:	BT														
	Status:	AS BUILT	Proj. No.:	4210203														





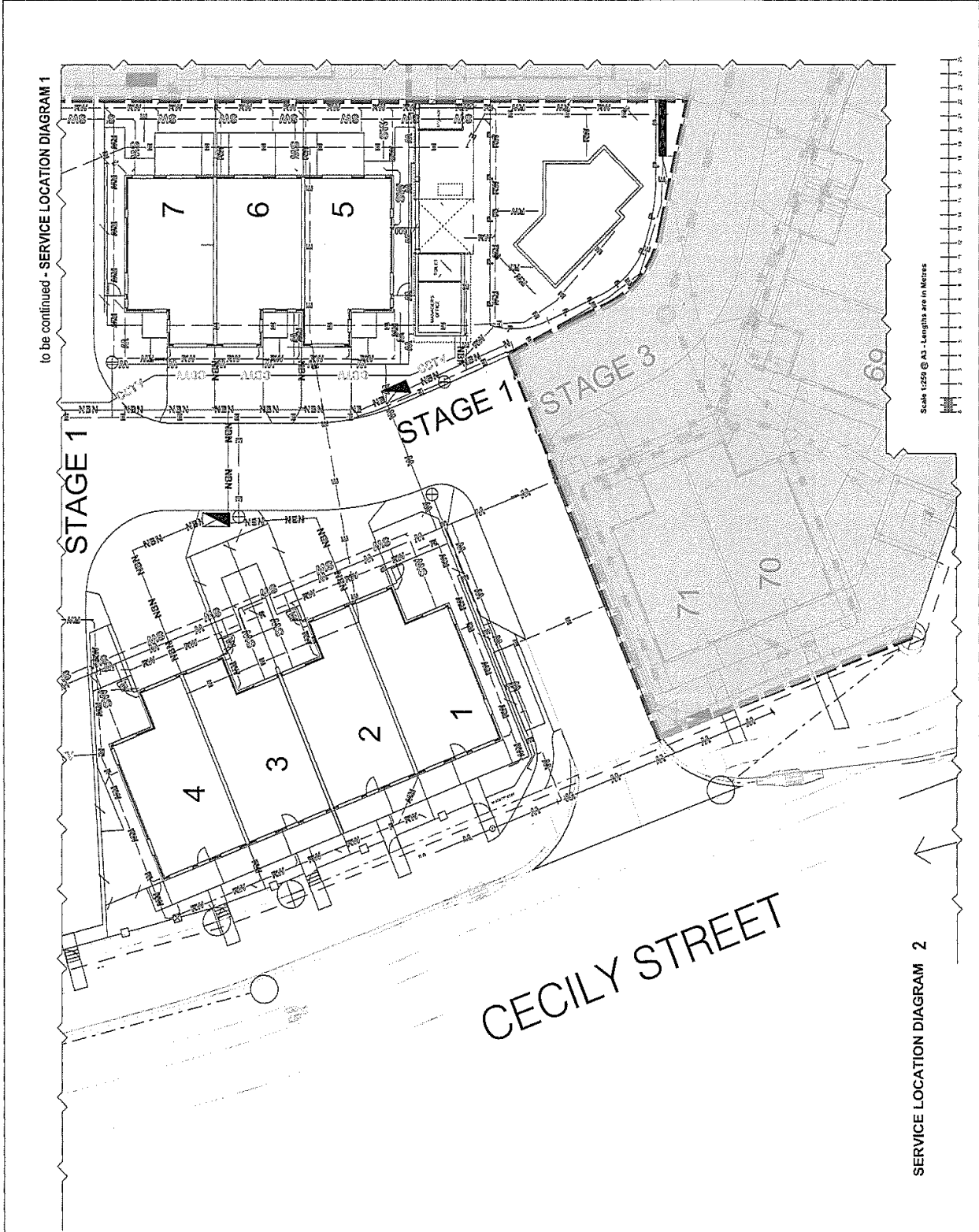
	LEGEND U/G Electricity Line NBN Line Sewer Line Roofwater Line Water Main Stormwater Line Switch Board Tele Pit Community Light Sump Grate Field Gully Dual Pillar Hydrant CCTV Line	 AR DEVELOPMENTS PTY.LTD. Address: PO BOX 2214 Tingalpa, QLD 4173 Ph: (07) 3908 1111 Fax: (07) 3908 1112 Email: admin@ardevelopments.com.au	Project Name LINX Residences - CTS STAGE 1 88 Cecily St, Kallangur	Drawing Title: SERVICE LOCATION DIAGRAM 1	A Date: 21/04/20
	Scale: As shown on A3 Drawn By: DS Scaled By: AS BUILT Checked By: BT Pkg Date: 4/21/2020				

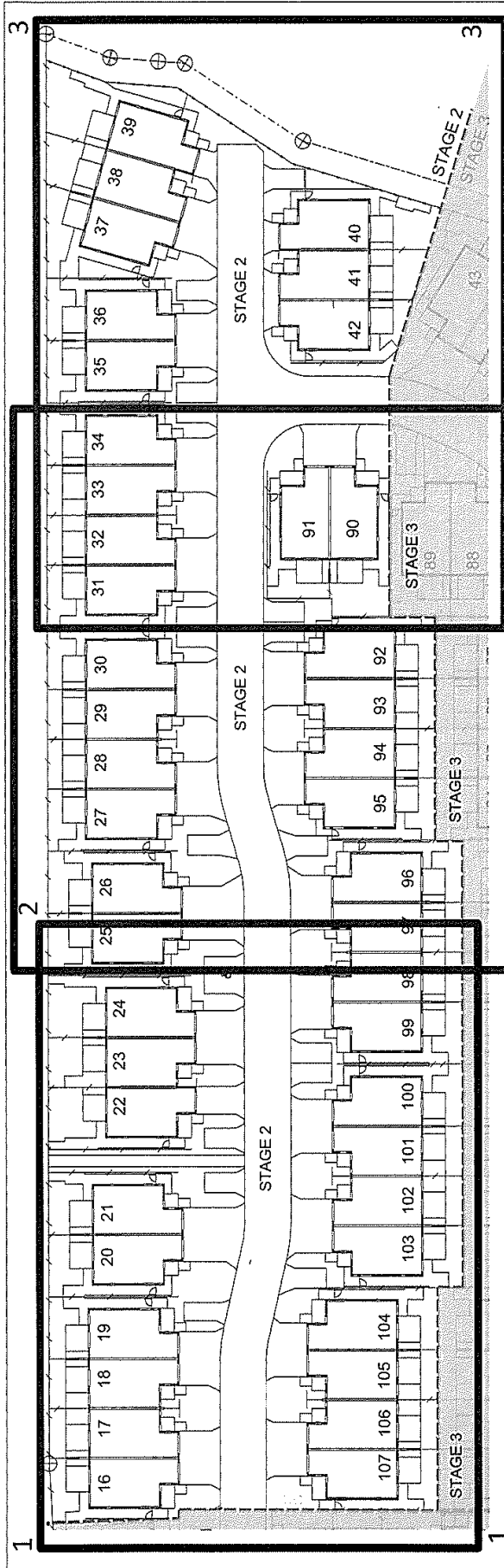


Scale 1:250 @ A3 - Lengths are in Metres



	LEGEND UG Electricity Line NBN Line Sewer Line Roofwater Line Water Main Stormwater Line Switch Board Tele Pit Community Light Sump Grate Field Gully Dual Pillar Hydrant CCTV Line	 AR DEVELOPMENTS PTY.LTD. Address: PO BOX 2214 Tingalpa, QLD 4173 Ph: (07) 3908 1111 Fax: (07) 3908 1112 Email: admin@ardevelopments.com.au	Project Name LINX Residences - CTS STAGE 1 88 Cecily St, Kallangur	SERVICE LOCATION DIAGRAM 2	Date: 21.04.20
					Scale: As shown on A3 Drawn By: DS
Status: AS BUILT Checked By: BT					P/N: 49170203





LEGEND

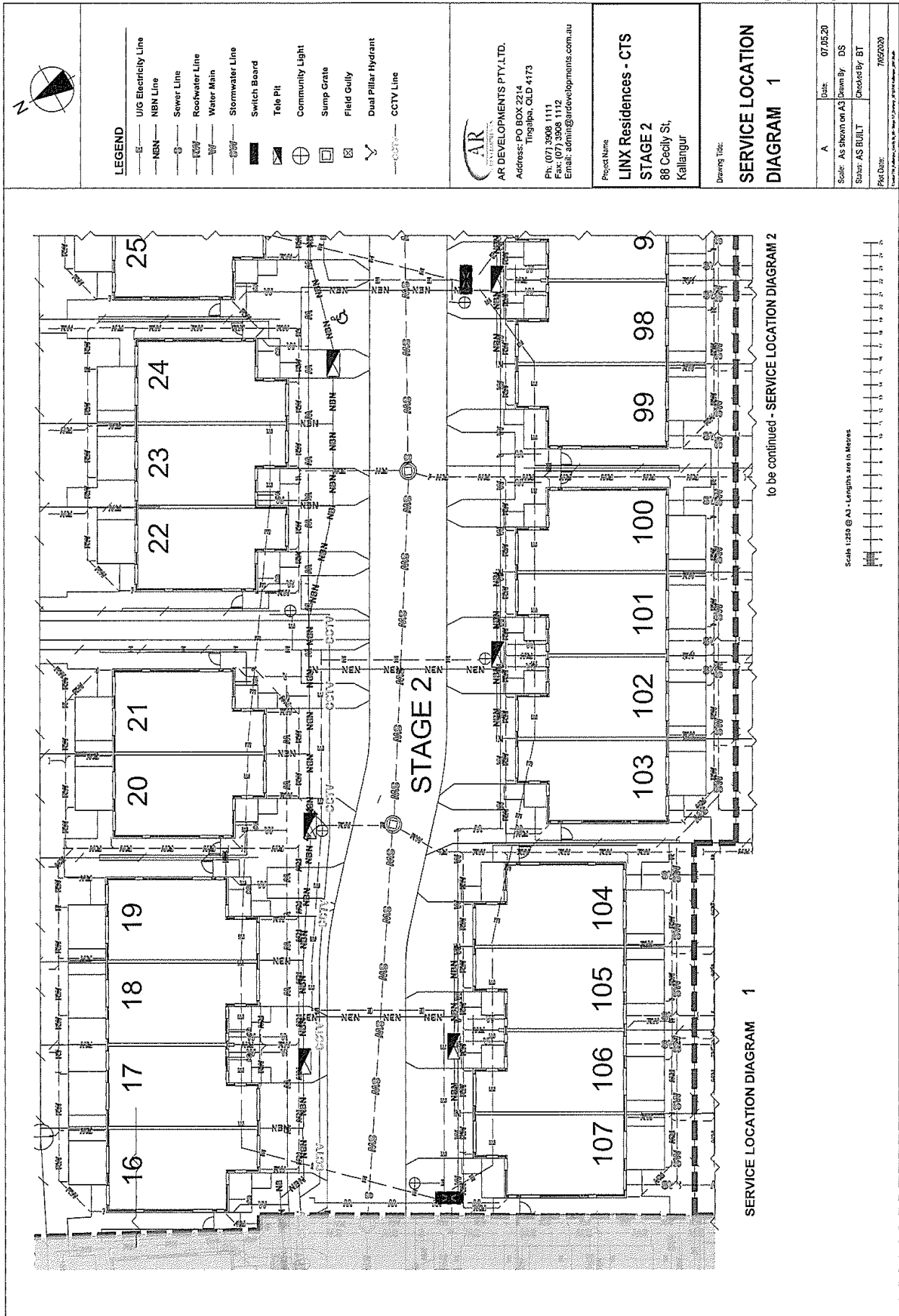
- E— U/G Electricity Line
- NBN— NBN Line
- S— Sewer Line
- RW— Roofwater Line
- WM— Water Main
- SW— Stormwater Line
- Switch Board
- ⊕ Tele Pit
- ⊙ Community Light
- Sump Grate
- ⊗ Field Gully
- ⋈ Dual Pillar Hydrant
- CCTV— CCTV Line

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 Fax: (07) 3908 1112
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Project Name
LINX Residences - CTS
STAGE 2
 88 Cecily St,
 Kallangur

Drawing Title:
COVER PLAN - Stage 2
SERVICE LOCATION
DIAGRAM

Scale: As shown on A3	Drawn By: DS
Date: 07/05/20	Checked By: BT
Status: AS BUILT	7/05/2023





LEGEND

- E— U/G Electricity Line
- NBN— NBN Line
- S— Sewer Line
- RW— Roofwater Line
- WM— Water Main
- SW— Stormwater Line
- SB— Switch Board
- TP— Tele Pit
- CL— Community Light
- SG— Sump Grate
- FG— Field Gully
- DPH— Dual Pillar - Hydrant
- CCTV— CCTV Line



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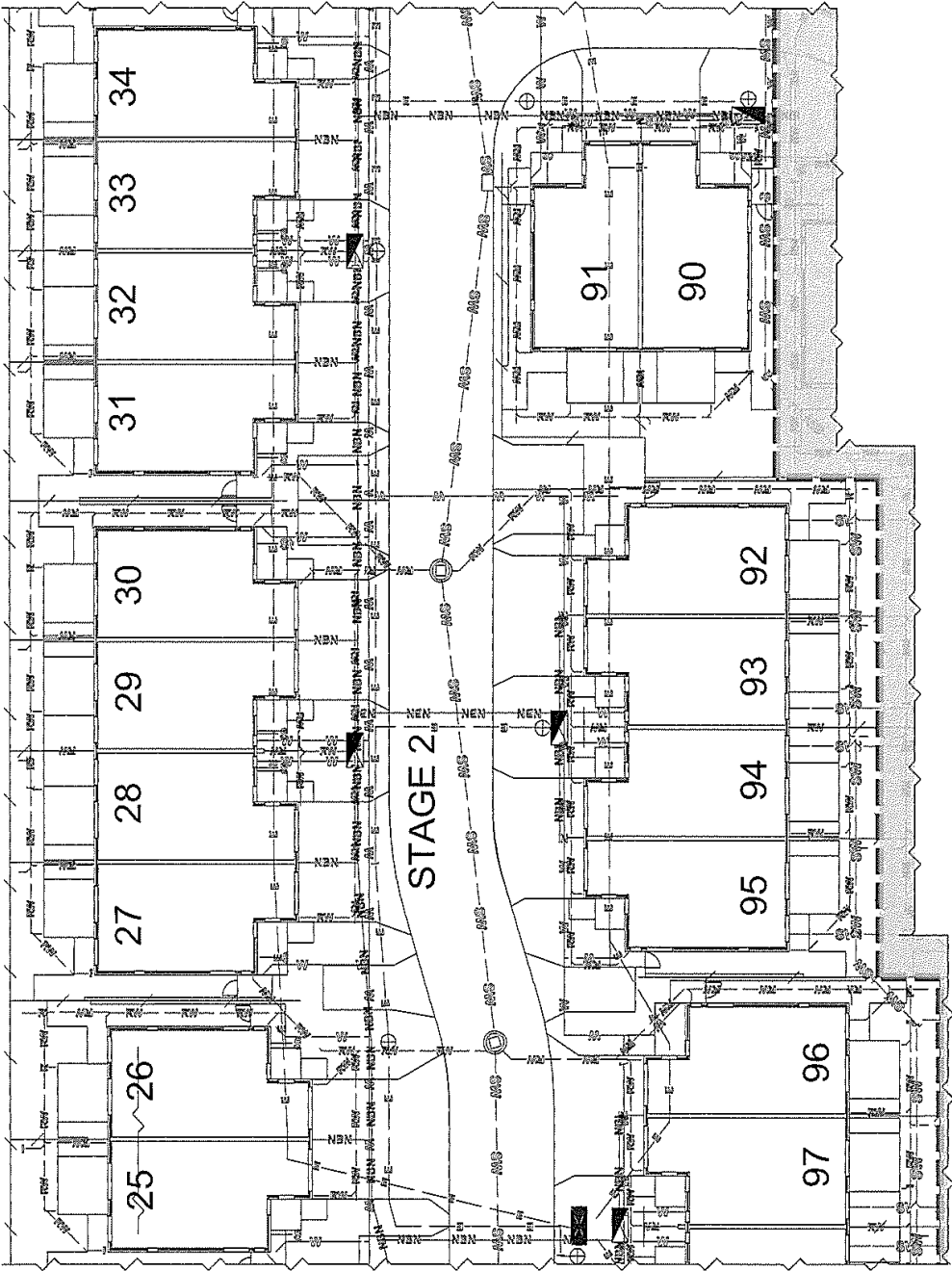
Project Name
LINX Residences - CTS
STAGE 2
 88 Cecily St,
 Kallangur

Drawing Title:

SERVICE LOCATION DIAGRAM 2

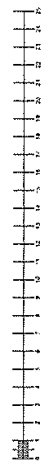
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to be continued - SERVICE LOCATION DIAGRAM 3

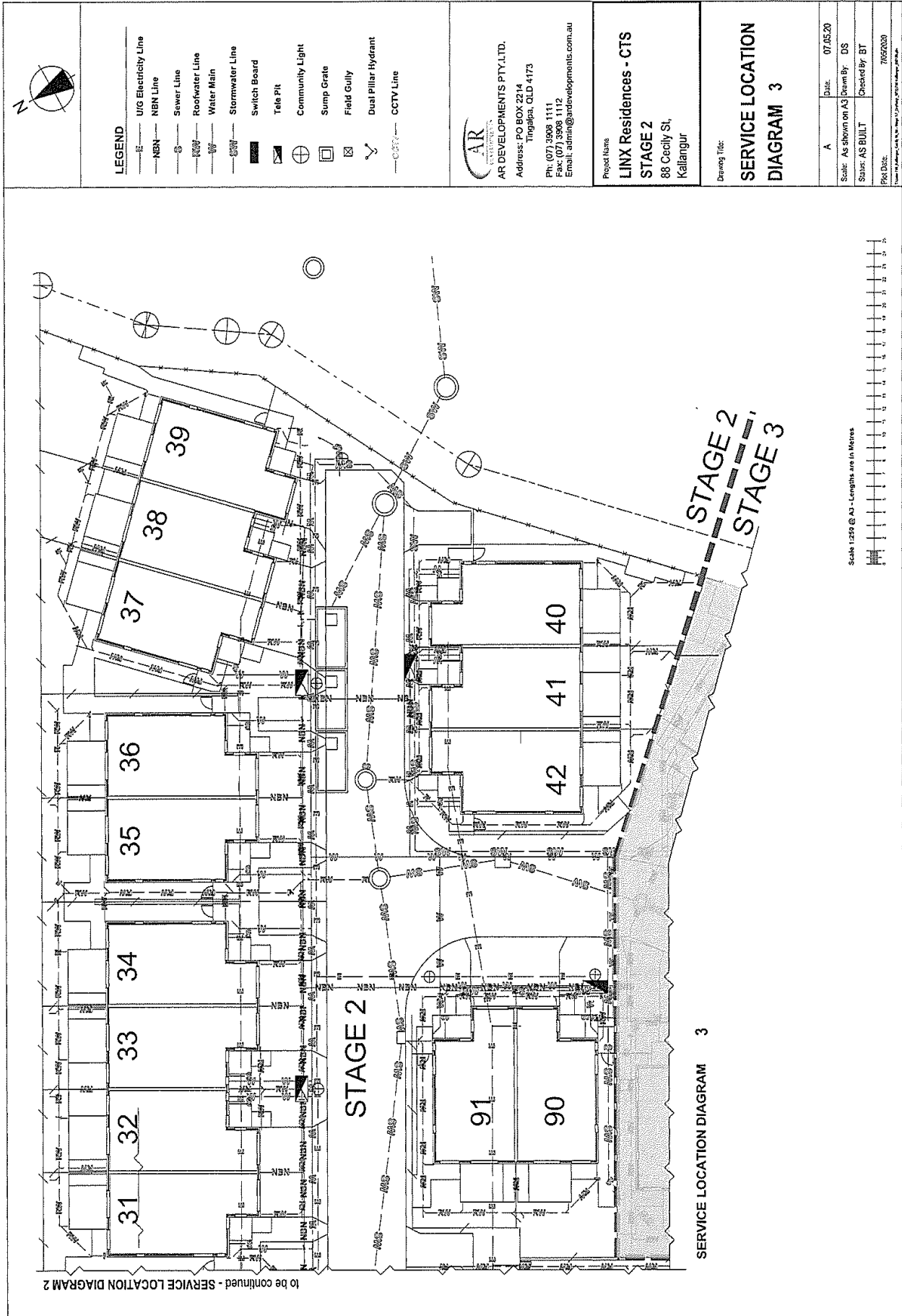


to be continued - SERVICE LOCATION DIAGRAM 1

Scale 1:250 @ A3 - Lengths are in Metres



SERVICE LOCATION DIAGRAM 2





LEGEND

- U/G Electricity Line
- NBN Line
- Sewer Line
- Roofwater Line
- Water Main
- Stormwater Line
- Switch Board
- Tele Pit
- Community Light
- Sump Grate
- Field Gully
- Dual Pillar Hydrant
- CCTV Line



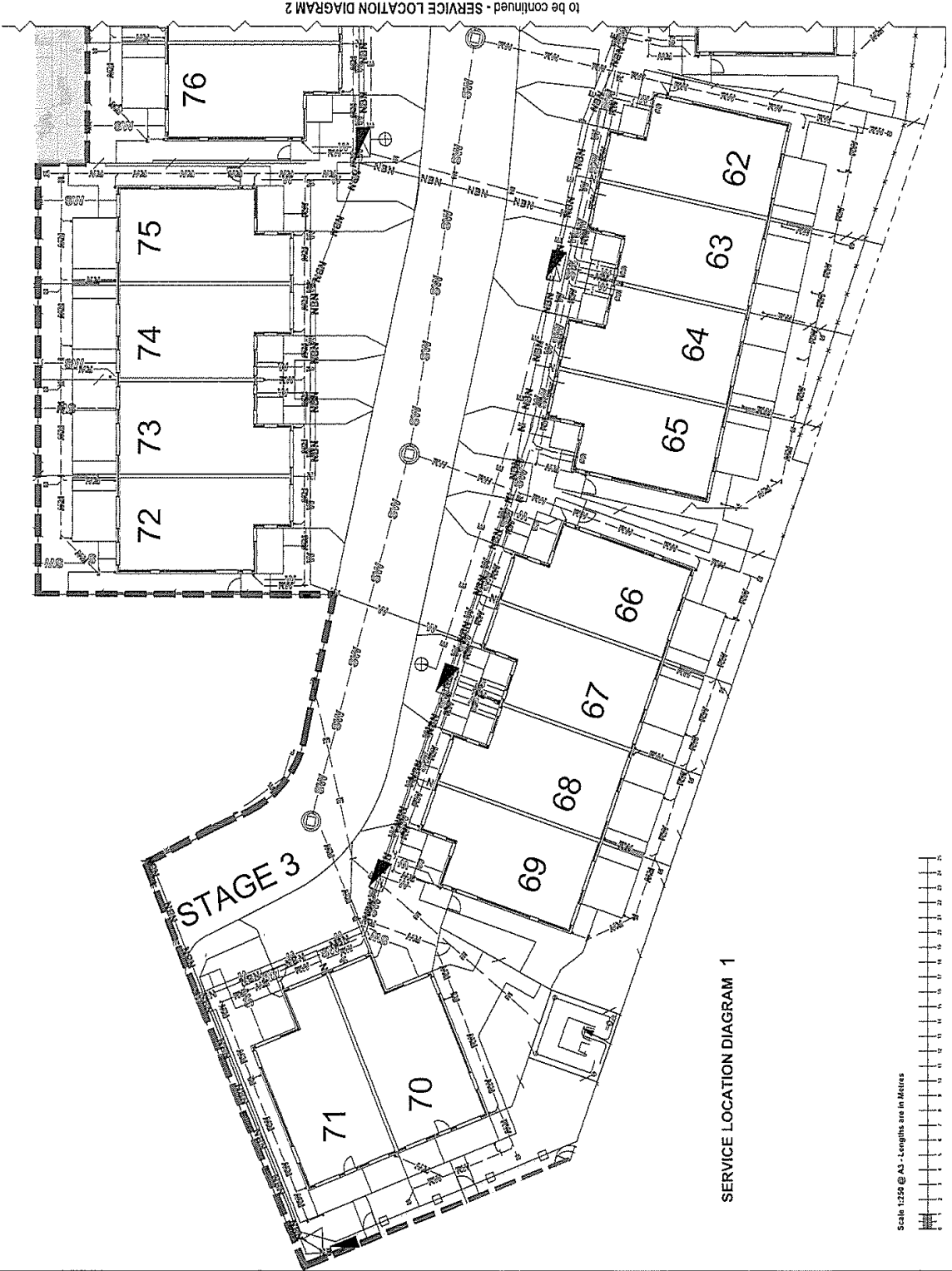
AR DEVELOPMENTS PTY. LTD.
 Address: PO BOX 2214
 Tingalpa, QLD 4173
 Ph: (07) 3908 1111
 Fax: (07) 3908 1112
 Email: admin@ardevelopments.com.au

Project Name
LINX Residences - CTS
STAGE 3
 88 Cecily St,
 Kallangur

Drawing Title:



**SERVICE LOCATION
DIAGRAM 1**

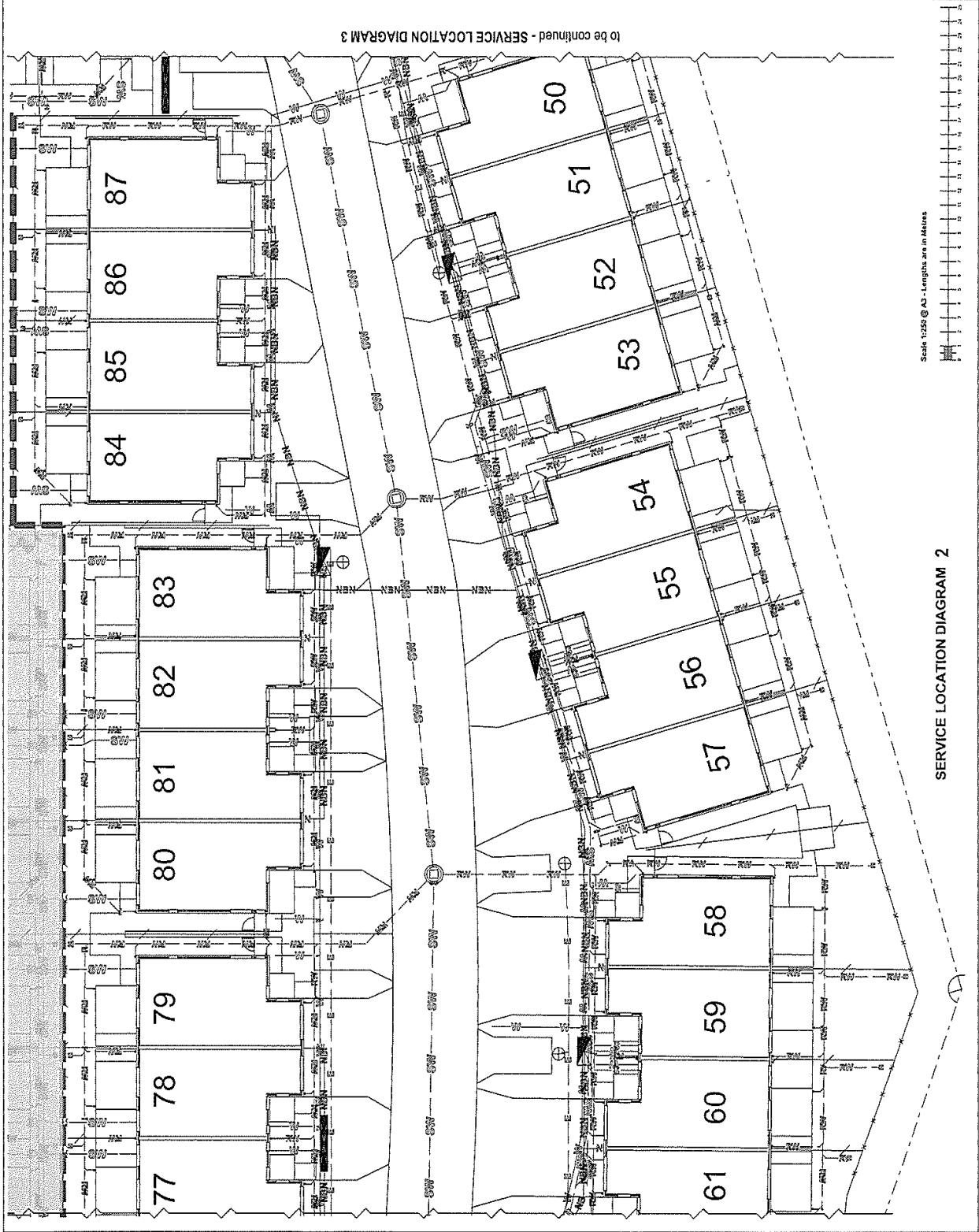
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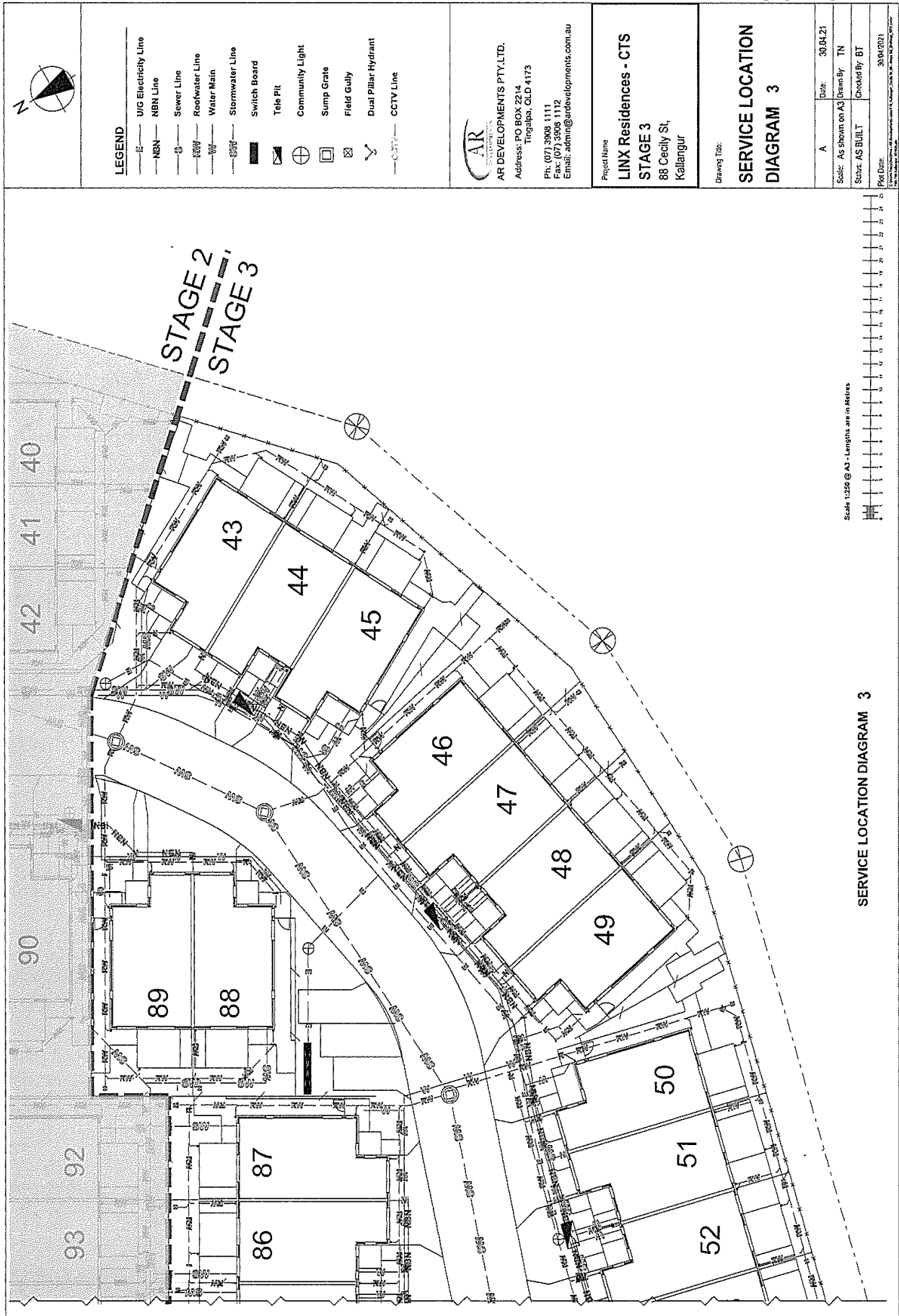


SERVICE LOCATION DIAGRAM 1

Scale 1:220 @ A3 - Lengths are in Metres

	LEGEND U/G Electricity Line NBN Line Sewer Line Roofwater Line Water Main Stormwater Line Switch Board Tele Pit Community Light Sump Grate Field Gully Dual Pillar Hydrant CCTV Line		 AR DEVELOPMENTS PTY.LTD. Address: PO BOX 2214 Tingalpa, QLD 4173 Ph: (07) 3908 1111 Fax: (07) 3908 1112 Email: admin@ardevelopments.com.au	Project Name LINX Residences - CTS STAGE 3 88 Cecily St, Kallangur	Drawing Title: SERVICE LOCATION DIAGRAM 2	Date: 30.04.21 Drawn By: TN Checked By: BT PLO Date: 30.04.2021
	Scale: As shown on A3 Status: AS BUILT					





MINUTES OF THE FIRST EXTRAORDINARY GENERAL MEETING OF THE BODY CORPORATE FOR LINX RESIDENCES CTS 53607 HELD AT THE OFFICES OF QBS STRATA MANAGEMENT, 3/3 NORTHWARD STREET, UPPER COOMERA ON TUESDAY, 5 MAY 2020 AT 5.00PM

PRESENT

Michael McMillan representing Linxdev Pty Ltd ACN 622 736 252

IN ATTENDANCE

Craig Brennan representing QBS Strata Management Pty Ltd.

CHAIRPERSON

Michael McMillan as nominee of the Original Owner would chair the meeting, as a Chairperson has not yet been appointed.

PRESENTATION OF NOTICE IN WRITING FROM LINXDEV PTY LTD ACN 622 736 252 SPECIFYING NOMINEE

The Chairperson presented to the meeting written notification giving details of his appointment as the nominee of Linxdev Pty Ltd ACN 622 736 252.

NOTICE OF MEETING

The Chairperson tabled a request for the calling of an Extraordinary General Meeting and noted that as all lots are in identical ownership that no notice of the meeting was required to be given.

QUORUM

The Chairperson noted that a quorum was present, as he was the only person entitled to vote at the meeting.

BUSINESS OF THE MEETING

1.	Establishment of the Body Corporate	Ordinary Resolution
----	-------------------------------------	---------------------

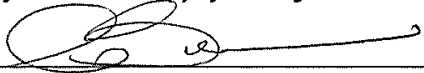
The Chairperson reported that the Body Corporate was established in the Department of Natural Resources on 5 May 2020, and that the First Community Management Statement was recorded on that date.

The Chairperson reported that the Body Corporate and Community Management (Accommodation Module) Regulation 1997 would apply to the Scheme.

RESOLVED that the Chairperson be authorised to sign all necessary documents and to affix the seal of the Body Corporate, to give effect to the registration of each stage within the Body Corporate.

CARRIED by the Chairperson, as the nominee of the Sole and Original Owner.



<p><i>Certified as a true copy of the original</i></p>  <p>Craig Brennan – Body Corporate Manager Dated: 29 July 2021</p>
--

Certificate Of Completion

Envelope Id: 53C8EA14-8845-45FF-99CC-E1BC307E1A4B

Status: Completed

Subject: Complete with Docusign: Seller Disclosure Statement - U56 88 Cecily St.pdf

Source Envelope:

Document Pages: 168

Signatures: 2

Envelope Originator:

Certificate Pages: 2

Initials: 0

Chen Erika

AutoNav: Enabled

GPO BOX 2890

Envelopeld Stamping: Enabled

BRISBANE, Queensland 4001

Time Zone: (UTC+10:00) Brisbane

erika@gracehomeconveyancing.com.au

IP Address: 2403:5817:52a6:

Record Tracking

Status: Original

Holder: Chen Erika

Location: DocuSign

15 April 2026 | 09:54

erika@gracehomeconveyancing.com.au

Signer Events

Hayley Crowe

crowe.hayley@yahoo.com.au

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

35562AC812DA47A...

Timestamp

Sent: 15 April 2026 | 09:57

Viewed: 15 April 2026 | 11:08

Signed: 15 April 2026 | 11:09

Signature Adoption: Drawn on Device

Using IP Address: 202.7.251.251

Signed using mobile

Electronic Record and Signature Disclosure:

Not Offered via Docusign

NEIL MURRAY CROWE

crowe.neil@yahoo.com

Security Level: Email, Account Authentication
(None)

Signed by:

D3F137960CA24DC...

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Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

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Agent Delivery Events

Status

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Intermediary Delivery Events

Status

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Certified Delivery Events

Status

Timestamp

Carbon Copy Events

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Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

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15 April 2026 | 09:57

Certified Delivered

Security Checked

15 April 2026 | 11:23

Signing Complete

Security Checked

15 April 2026 | 11:23

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Payment Events	Status	Timestamps