

# 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 SAMANTHA MAREE LINHART & JAMES THOMAS LINHART

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

2/270 King Street, Caboolture QLD 4510

Lot on plan  
description

LOT 2 SURVEY PLAN 334314

Community titles scheme or  
BUGTA scheme:

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

Yes

No

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

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

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

**Title details**

The seller gives or has given the buyer the following

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

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

**Registered  
encumbrances**

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

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

<p><b>Unregistered encumbrances(excluding statutory encumbrances)</b></p>	<p>There are encumbrances not registered on the title that will continue to affect the property after settlement. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><b>Note</b>If the property is part of a community titles scheme or a BUGTA scheme it may be subject to and have the benefit of statutory easements that are <b>NOT</b> required to be disclosed.</p> <p><b>Unregistered lease (if applicable)</b></p> <p>If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows:</p> <p>the start and end day of the term of the lease: <input type="text"/></p> <p>the amount of rent and bond payable: <input type="text"/></p> <p>whether the lease has an option to renew: <input type="text"/></p> <p><b>Other unregistered agreement in writing (if applicable)</b></p> <p>If the unregistered encumbrance is created by an agreement in writing, and is not an unregistered lease, a copy of the agreement is <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No given, together with relevant plans, if any.</p> <p><b>Other unregistered agreement in writing (if applicable)</b></p> <p>Unregistered oral agreement (if applicable)</p> <p>If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows:</p> <div style="border: 1px solid black; height: 150px; width: 100%;"></div>
<p><b>Statutory encumbrances</b></p>	<p>There are statutory encumbrances that affect the property. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If <b>Yes</b>, the details of any statutory encumbrances are as follows:</p> <div style="border: 1px solid black; padding: 5px;"> <p>Trenches and Cables (NBN), Sewer Reticulation Main, Sewer Fitting (Unitywater), and any applicable statutory rights to access the lot to repair or maintain that infrastructure.</p> </div>
<p><b>Residential tenancy or rooming accommodation agreement</b></p>	<p>The property has been subject to a residential tenancy agreement or a rooming accommodation agreement under the Residential Tenancies and Rooming Accommodation Act 2008 during the last 12 months. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If <b>Yes</b>, when was the rent for the premises or each of the residents rooms last increased? (Insert date of the most recent rent increase for the premises or rooms) <input type="text" value="16/6/2025"/></p> <p><b>Note</b>Under the Residential Tenancies and Rooming Accommodation Act 2008 the rent for a residential premises may not be increased earlier than 12 months after the last rent increase for the premises.</p> <p>As the owner of the property, you may need to provide evidence of the day of the last rent increase. You should ask the seller to provide this evidence to you prior to settlement.</p>

## Part 3 Land use, planning and environment

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

<b>Zoning</b>	<p>The zoning of the property is (Insert zoning under the planning scheme, the Economic Development Act 2012; the Integrated Resort Development Act 1987; the Mixed Use Development Act 199; the State Development and Public Works Organisation Act 1971 or the Sanctuary Cove Resort Act 1985, as applicable):</p> <div style="border: 1px solid black; padding: 2px;">General Residential - Suburban Neighbourhood</div>
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<b>Transport proposals and resumptions</b>	<p>There are encumbrances not registered on the title that will continue to affect the property after settlement. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>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</p> <p>If <b>Yes</b>, a copy of the notice, order, proposal or correspondence must be given by the seller.</p>
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\* *Transport infrastructure* has the meaning defined in the Transport Infrastructure Act 1994. A proposal means a resolution or adoption by some official process to establish plans or options that will physically affect the property.

<b>Contamination and environmental protection</b>	<p>The property is recorded on the Environmental Management Register or the Contaminated Land Register under the Environmental Protection Act 1994. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><b>The following notices are, or have been, given:</b></p> <p>A notice under section 408(2) of the Environmental Protection Act 1994 (for example, land is contaminated, show cause notice, requirement for site investigation, clean up notice or site management plan). <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>A notice under section 369C(2) of the Environmental Protection Act 1994 (the property is a place or business to which an environmental enforcement order applies). <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>A notice under section 347(2) of the Environmental Protection Act 1994 (the property is a place or business to which a prescribed transitional environmental program applies). <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<b>Trees</b>	<p>There is a tree order or application under the Neighbourhood Disputes (Dividing Fences and Trees) Act 2011 affecting the property. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If <b>Yes</b>, a copy of the order or application must be given by the seller.</p>
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<b>Heritage</b>	<p>The property is affected by the Queensland Heritage Act 1992 or is included in the World Heritage List under the Environment Protection and Biodiversity Conservation Act 1999 (Cwlth). <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<b>Flooding</b>	<p>Information about whether the property is affected by flooding or another natural hazard or within a natural hazard overlay can be obtained from the relevant local government and you should make your own enquires. Flood information for the property may also be available at the <a href="#">FloodCheck Queensland</a> portal or the <a href="#">Australian Flood Risk Information</a> portal.</p>
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<b>Vegetation, habitats and protected plants</b>	<p>Information about vegetation clearing, koala habitats and other restrictions on development of the land that may apply can be obtained from the relevant State government agency</p>
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## Part 4 Buildings and structures

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

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

<b>Unlicensed building work under owner builder permit</b>	Building work was carried out on the property under an owner builder permit in the last 6 years.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	A notice under section 47 of the Queensland Building and Construction Commission Act 1991 must be given by the seller and you may be required to sign the notice and return it to the seller prior to signing the contract.		

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

<b>Building Energy Efficiency Certificate</b>	If the property is a commercial office building of more than 1,000m <sup>2</sup> , a Building Energy Efficiency Certificate is available on the Building Energy Efficiency Register.		
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<b>Asbestos</b>	The seller does not warrant whether asbestos is present within buildings or improvements on the property. Buildings or improvements built before 1990 may contain asbestos. Asbestos containing materials (ACM) may have been used up until the early 2000s. Asbestos or ACM may become dangerous when damaged, disturbed, or deteriorating. Information about asbestos is available at the Queensland Government Asbestos Website ( <a href="http://asbestos.qld.gov.au">asbestos.qld.gov.au</a> ) including common locations of asbestos and other practical guidance for homeowners.		
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## Part 5 Rates and services

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

<b>Rates</b>	<b>Whichever of the following applies</b>	
	The total amount payable* for all rates and charges (without any discount) for the property as stated in the most recent rate notice is:	
	Amount	<input type="text" value="\$ 586.40"/> Date Range: <input type="text" value="01/04/2026 to 30/06/2026"/>
	Or	The property is currently a rates exempt lot.** <input type="checkbox"/>
Or	The property is not rates exempt but no separate assessment of rates is issued by a local government for the property <input type="checkbox"/>	

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

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

<b>Water</b>	<b>Whichever of the following applies</b>	
	The total amount payable as charges for water services for the property as indicated in the most recent water services notice* is:	
	Amount	<input type="text" value="\$ 413.75"/> Date Range: <input type="text" value="15/01/2026 to 13/04/2026"/>
	Or	There is no separate water services notice issued for the lot; however, an estimate of the total amount payable for water services is:
Amount \$	<input type="text"/> Date Range: <input type="text"/>	

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

## Part 6 Community titles schemes and BUGTA schemes

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

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

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

**Signatures SELLER**

Signature of seller



08/05/2026, 08:52

Signature of seller

This form is signed by one seller under the authority of all sellers pursuant to section 97(2)(b) of the Property Law Act 2023.  
SAMANTHA MAREE LINHART & JAMES THOMAS LINHART

Name of seller

Date

Date

**Signatures BUYER**

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

Signature of buyer

Signature of buyer

Name of buyer

Name of buyer

Date

Date

Queensland Titles Registry Pty Ltd  
ABN 23 648 568 101

<b>Title Reference:</b> 51331348	<b>Search Date:</b> 01/05/2026 09:42
<b>Date Title Created:</b> 23/10/2023	<b>Request No:</b> 55979229
<b>Previous Title:</b> 51168135	

**ESTATE AND LAND**

Estate in Fee Simple

LOT 2 SURVEY PLAN 334314

Local Government: MORETON BAY

COMMUNITY MANAGEMENT STATEMENT 56142

**REGISTERED OWNER****INTEREST**

Dealing No: 722808473 13/10/2023

SAMANTHA MAREE LINHART

1/2

JAMES THOMAS LINHART

1/2

AS TENANTS IN COMMON

**EASEMENTS, ENCUMBRANCES AND INTERESTS**

1. Rights and interests reserved to the Crown by  
Deed of Grant No. 12573235 (POR 32)
2. MORTGAGE No 723374715 04/07/2024 at 15:14  
COMMONWEALTH BANK OF AUSTRALIA A.C.N. 123 123 124

**ADMINISTRATIVE ADVICES**

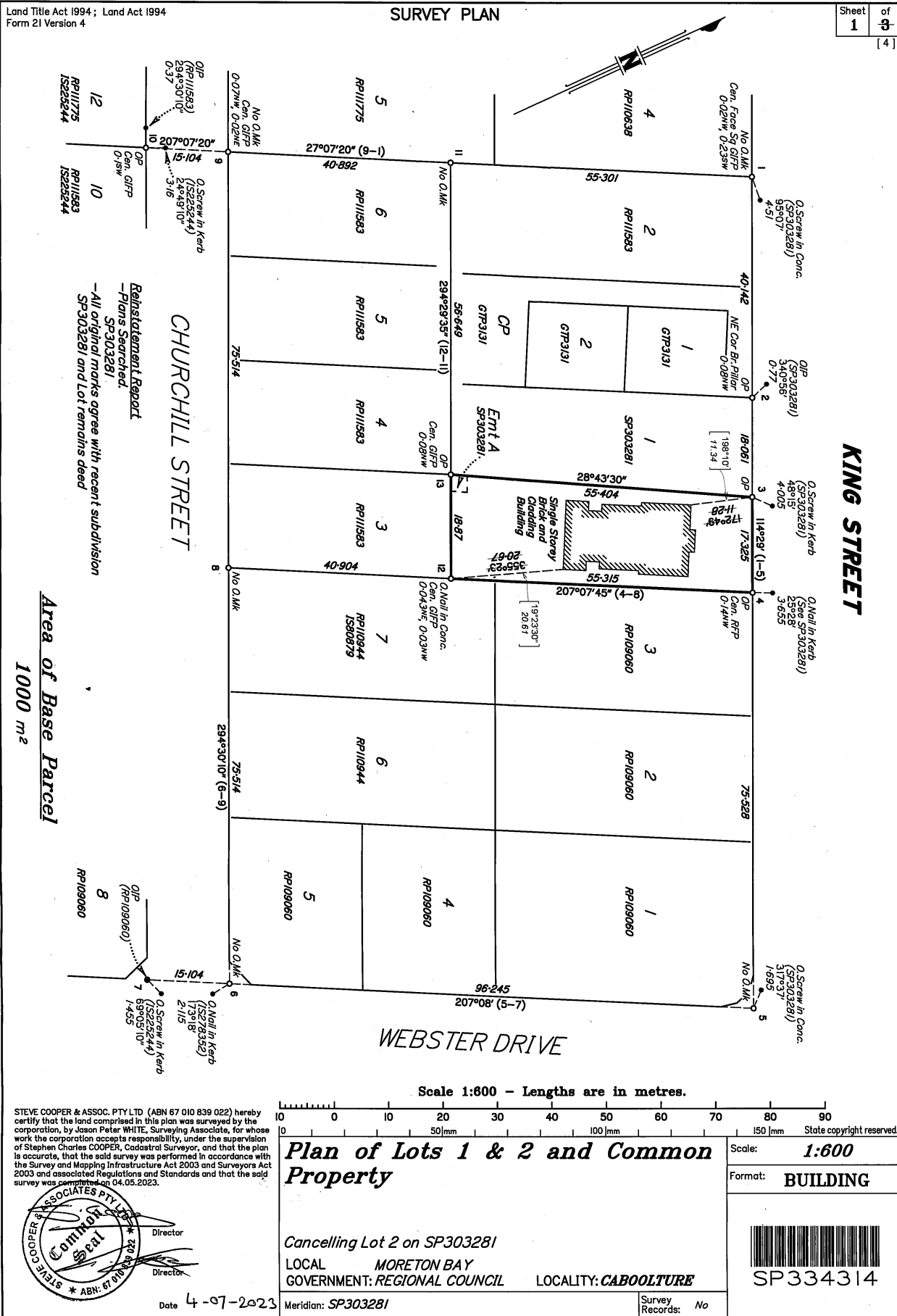
NIL

**UNREGISTERED DEALINGS**

NIL

Caution - Charges do not necessarily appear in order of priority

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



**722808473**

EL 400 \$685.49  
13/10/2023 09:45:44

(Dealing No.)

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

Sheet **2** of **3**

[ 4 ]

4. Lodged by

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

Existing		Created		
Title Reference	Description	New Lots	Road	Secondary Interests
51168135	Lot 2 on SP303281	1,2 & CP		

**MORTGAGE ALLOCATIONS**

Mortgage	Lots Fully Encumbered	Lots Partially Encumbered
721397128	1 & 2	

**ENCUMBRANCE EASEMENT ALLOCATIONS**

Easement	Lots to be Encumbered
719127495	CP

Correction(s) made 21/12/23 in accordance with  
Section 15 Land Title Act 1994  
Section 291 Land Act 1994  
See Dealing No.722962123  
Registrar of Titles



Date of Development Approval: 31 August 2022

**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~~

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

**7. Lodgement Fees :**

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

8. Insert Plan Number **SP334314**

[ See Sheet 4 ]

I, 2, & CP	POR 32
Lots	Orig

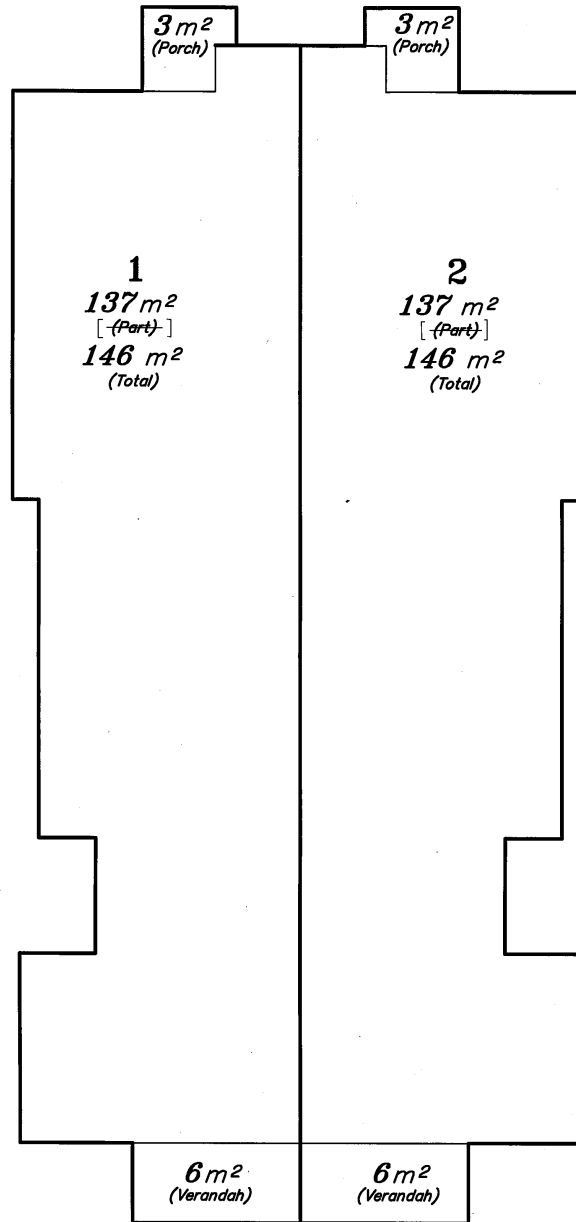
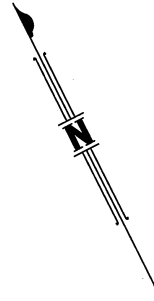
2. Orig Grant Allocation :

3. References :  
Dept File :  
Local Govt :  
Surveyor : 22-35

5. Passed & Endorsed :  
By: STEVE COOPER & ASSOC. PTY LTD  
Date: 4-07-2023  
Signed:   
Designation: Cadastral Surveyor

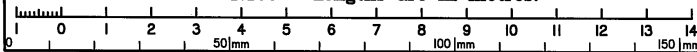
**Level A**  
**Scale 1:100**

*Common  
Property*



*Common  
Property*

Scale 1:100 - Lengths are in metres.



State copyright reserved.

Insert  
Plan  
Number **SP334314**

Date of Development Approval: 31 August 2022

**e. 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~~

 28-11-2023  
Cadastral Surveyor/Director \* Date  
delete words not required

State copyright reserved.

Insert Plan Number	<b>SP334314</b>
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Scheme Name: 270 KING STREET COMMUNITY TITLES SCHEME 56142

Body Corp. Addr: 270 KING STREET  
                         CABOOLTURE  
                         QLD  
                         4510

COMMUNITY MANAGEMENT STATEMENT No: 56142

Title	Lot	Plan
51331346	CP	SP 334314
51331347	1	SP 334314
51331348	2	SP 334314

COMMUNITY MANAGEMENT STATEMENT Dealing No: 722808472

\*\* End of CMS Search Statement \*\*

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

**722808472**  
EL 460 \$224.32  
13/10/2023 09:45:44

ISTRY  
1994 and Water Act 2000

**GENERAL REQUEST**

Duty Imprint

**FORM 14** Version 4  
Page 1 of 1

**OFFICE USE ONLY**

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

1. Nature of request	Lodger (Name, address, E-mail & phone number)	Lodger Code
REQUEST TO RECORD FIRST COMMUNITY MANAGEMENT STATEMENT FOR 270 KING STREET COMMUNITY TITLES SCHEME		

2. Lot on Plan Description	Title Reference
Lot 2 on SP303281	51168135

3. Registered Proprietor/State Lessee
SAMANTHA MAREE LINHART AND JAMES THOMAS LINHART

4. Interest
NOT APPLICABLE

5. Applicant
SAMANTHA MAREE LINHART AND JAMES THOMAS LINHART

**6. Request**  
I hereby request that: the first CMS deposited herewith be recorded as the CMS for 270 King Street Community Titles Scheme and that c/- 270 King Street, Caboolture QLD 4510 be recorded as the address for service on the body corporate for the scheme.

7. Execution by applicant	MATTHEW ROBERT DOLAN SOLICITOR
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6 10 23  
Execution Date

  
Solicitor's Signature

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

56142

THIS CMS MUST BE DEPOSITED WITH:

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

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

*Office use only*  
CMS LABEL NUMBER

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

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

<b>1. Name of community titles scheme</b> 270 KING STREET COMMUNITY TITLE SCHEME	<b>2. Regulation module</b> SPECIFIED TWO-LOT SCHEME MODULE
<b>3. Name of body corporate</b> BODY CORPORATE FOR 270 KING STREET COMMUNITY TITLE SCHEME	
<b>4. Scheme land</b>	
Lot on Plan Description	Title Reference
Lot 1 on SP334314	To issue from 51168135
Lot 2 on SP334314	To issue from 51168135
<i>Common Property of 270 King Street Community Title Scheme</i>	
<b>5. *Name and address of original owner</b> Samantha Maree Linhart and James Thomas Linhart of 72 Harper Street Edgeworth NSW 2285	<b>6. Reference to plan lodged with this statement</b> SP334314

# first community management statement only

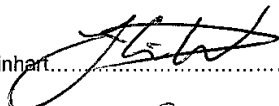
**7. New CMS exemption to planning body community management statement notation (if applicable\*)**

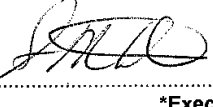
Insert exemption clause (if no exemption – insert 'N/A' or 'not applicable')

Not Applicable.

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

**8. Execution by original owner/Consent of body corporate**

James Thomas Linhart 

Samantha Maree Linhart 

18/07/2023  
Execution Date

\*Execution

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

**Privacy Statement**

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Title Reference 51168135

**Statement about alteration or minor correction to Land Registry Form**

**Form being altered or corrected:** CMS


**Name of authorised person or solicitor:** Matthew Robert Dolan

**Name of authorised person's firm or employer (legal practice, commercial lender or settlement agency):**  
McMahon Clarke

**Item/s being altered or corrected:**  
Item 4—Scheme land

**Details of alteration or minor correction:**  
Item 4 is amended by inserting: 'Common Property of 270 King Street Community Title Scheme' and 'To issue'

**Party represented (where signed by solicitor):** Original owner

  
.....  
**Authorised person's or Solicitor's Signature**

**MATTHEW ROBERT DOLAN**  
SOLICITOR

**SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS**

Lot on Plan	Contribution	Interest
Lot 1 on SP334314	1	1
Lot 2 on SP SP334314	1	1
TOTAL	2	2

Explanation with respect to contribution lot entitlements and interest lot entitlements pursuant to section 66 of the Body Corporate and Community Management Act 1997 (BCCM Act):

**1. Calculation of contributions schedule lot entitlements**

The Contribution Schedule Lot Entitlements (CSLE) for the community titles scheme identified in Schedule A of this community management statement (Scheme) have been decided using the *Equality Principle* as defined in the *Body Corporate and Community Management Act 1997(Qld)* (BCCM Act).

**2. Calculation of the interest schedule lot entitlements**

The Interest Schedule Lot Entitlements (ISLE) reflect the respective market value of the lots. The Interest Schedule Lot Entitlements (ISLE) for the Scheme have been determined using the *Market Value Principle*, as required by Section 46B of the *Body Corporate and Community Management Act 1997 (Qld)*.

**SCHEDULE B EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND**

Not applicable.

**SCHEDULE C BY-LAWS****1. Interpretation****1.1 Meaning of words**

In these By-Laws:

- (a) **Act** means the Body Corporate and the Community Management Act 1997 (Qld).
- (b) **Body Corporate** has the same meaning as is given to "Body Corporate" under the Act.
- (c) **Body Corporate Assets** means the real and personal property of the Body Corporate other than property that is incorporated into and becomes part of the Common Property.
- (d) **CMS** means this community management statement.
- (e) **Common Property** has the same meaning as is given to "Common Property" under the Act.
- (f) **Costs** includes fees, costs, charges, expenses and disbursements, including those incurred in connection with advisers, and GST applicable to those costs, charges, expenses and disbursements.
- (g) **GST** has the meaning given to it in the GST Act.
- (h) **GST Act** means the A New Tax System (Goods and Services Tax) Act 1999 (Cth) and the related imposition Acts and regulations.
- (i) **Invitees** means an Occupier's agents, servants, contractors, guests, visitors, and children.
- (j) **Local Government** means the Moreton Bay Regional Council.
- (k) **Lot** means a lot that is part of the Scheme.

- (l) **Module** means the Body Corporate and Community Management (Specified Two-lot Scheme Module) Regulation 2011.
- (m) **Neighbourhood Disputes Act** means the Neighbourhood Disputes (Dividing Fences and Trees) Act 2011 (Qld).
- (n) **Occupier** has the same meaning as is given to "Occupier" under the Act.
- (o) **Original Owner** means the original owner as defined in the Act, and any person nominated by the Original Owner from time to time.
- (p) **Owner** means the owner of an interest in a Lot from time to time.
- (q) **Scheme** means the community titles scheme to which this CMS applies.
- (r) **Scheme Building** means the buildings located on the Scheme Land.
- (s) **Scheme Land** means the land described as scheme land in Item 4 of this CMS.
- (t) **Service** means utility services such as water, sewerage, drainage, gas, electricity, air-conditioning, communications, computer data or television service, trade waste, garbage removal and fire services supplied to the Scheme Land or another service or system designed to improve the amenity, or enhance the enjoyment of the Lots and the Common Property.
- (u) **Service Provider** means any entity that provides Services to the Body Corporate.

## 1.2 Rules of interpretation

In these by-laws unless the contrary intention appears:

- (a) A reference to a by-law includes any variation or replacement of it.
- (b) A reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.
- (c) The singular includes the plural and vice versa.
- (d) A reference to a person includes a firm, a body corporate, an unincorporated association or an authority.
- (e) A reference to any thing is a reference to the whole and each part of it.
- (f) Where these by-laws say that something can or must be done by the Body Corporate then that thing may be done by the Committee unless there is a legal restriction on the Committee doing so.
- (g) Any requirement to obtain the consent or approval of the Body Corporate is a requirement to obtain the prior written consent or approval of the Body Corporate.
- (h) "including" when introducing a list of items does not limit the meaning of the words to which the list relates to those items or to items of a similar kind.
- (i) A reference to a "Column" in this CMS is a reference to a column in Schedule E of this CMS.

## 2. General

### 2.1 Compliance

Occupiers must comply with, and ensure all Invitees comply with—

- (a) these by-laws and any Body Corporate rules made in accordance with these by-laws
- (b) all relevant laws, and
- (c) the requirements, notices and orders of any Service Provider with jurisdiction over the Scheme Land.

## 3. Protection of Common Property

### 3.1 Gardens and plants

An Occupier must not damage or remove any lawn, garden, plant or part of a plant on the Common Property without the prior written consent of the Body Corporate.

**3.2 Property of the Body Corporate**

- (a) An Occupier must not—
- (i) damage or deface any Body Corporate Asset or structure that forms a part of the Common Property, or
  - (ii) erect or install anything on Common Property, or operate, adjust or interfere with the operation of any Body Corporate Asset or structure that forms part of the Common Property
- without the prior written consent of the Body Corporate.
- (b) Despite by-law 3.2, an Occupier may install a locking or safety device to protect a Lot against intruders, or a screen to prevent entry of animals or insects, if the device or screen is soundly built and is consistent with the colour, style and materials of the building.

**3.3 Damage to Common Property**

If an Occupier damages the Common Property, the Body Corporate may repair the damage and recover its repair Costs from the Occupier as a liquidated debt due to it in any action in any Court of competent jurisdiction from the Occupier.

**3.4 Depositing rubbish on Common Property**

An Occupier must not put any rubbish, dirt or other material on the Common Property except in bins provided by the Body Corporate or the Local Government for the use of the Lot.

**4. Use of Common Property****4.1 Use of Common Property and Body Corporate Assets**

An Occupier must—

- (a) use Common Property and Body Corporate Assets for the purpose for which they were designed or intended
- (b) ensure that they close, and where appropriate lock, any doors on the Common Property immediately after they use them, in order to prevent unauthorised entry to the Scheme Land, and
- (c) clean any mess they make whilst on the Common Property and remove their rubbish from the Common Property.

**5. Conduct on Scheme Land****5.1 Obstructions**

An Occupier must not—

- (a) obstruct lawful use of the Common Property, Body Corporate Assets or a Lot by another person, or
- (b) interfere with or obstruct any contractor or workmen engaged by the Body Corporate from performing the duties or exercising their rights under an agreement with the Body Corporate.

**5.2 Notice of accidents**

If an Occupier or its Invitees is involved in an accident on Common Property the Occupier must notify the Body Corporate of the accident and give a reasonably detailed description of the circumstances.

**5.3 Noise**

- (a) Occupiers and their Invitees must not make or allow any noise in a Lot or on the Common Property that would unreasonably interfere with the peaceful enjoyment of a person lawfully on another Lot or the Common Property.
- (b) In particular, no Occupier will 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 Occupier, at any time of day or night.
- (c) Occupiers must comply in all respects with all local, state and federal government regulations and

policies in relation to noise.

- (d) If noise is unavoidable then the Occupier of a Lot from which the noise is emanating must take all practical steps to ensure that it is minimised (for example, closing doors, windows and curtains).

#### **5.4 Behaviour of Invitees**

- (a) Occupiers must take all reasonable steps to ensure that their Invitees do not behave in a manner likely to interfere with the peaceful enjoyment of the Occupier of another Lot or of any person lawfully using Common Property.
- (b) Occupiers are liable to compensate the Body Corporate for any damage to the Common Property or to Body Corporate Assets caused by an Occupier or their Invitees.
- (c) Occupiers must ensure their Invitees comply with these by-laws.
- (d) If the Body Corporate incurs a Cost to make good damage caused by a breach of the Act, the Module or these by-laws by any Occupier or their Invitees, the Body Corporate is entitled to recover the Cost incurred as a liquidated debt due to it in any action in any Court of competent jurisdiction from the Occupier.

### **6. Use of Lots**

#### **6.1 Alterations to external appearances**

- (a) An Owner or Occupier of a Lot may only make a change to the external appearance of a Lot if all necessary Local Government approvals have been obtained in relation to the change.
- (b) An Occupier must not hang any washing, towel, bedding, clothing or other article or display any sign or advertisement or banner on any part of a Lot or the Common Property in such a way as to be visible from inside or outside the Scheme Land.
- (c) By-law 6.1(b) does not apply to a real estate advertising sign for the sale or letting of the Lot.

#### **6.2 Defects or damage**

Occupiers must give the Body Corporate prompt notice of any defect or damage to any part of the Common Property or a Lot which they become aware of.

#### **6.3 Fire control**

- (a) Except with the prior written consent of the Body Corporate, Occupiers must not bring to, do or keep on a Lot (or exclusive use areas allocated to the Lot) anything which increases the rate of fire or any other insurance on the Scheme Land, or which may conflict with any insurance policy upon the Scheme Land.
- (b) The Body Corporate or an Owner or Occupier of a Lot must, in respect of the Scheme or the Lot, as appropriate take all reasonable steps to ensure compliance with fire laws in respect of the Scheme or the Lot.

#### **6.4 Maintenance of Lots**

The Occupier of a Lot must—

- (a) keep the interior of the Lot in a clean condition
- (b) take all practical steps to prevent infestation by vermin and insects
- (c) not use plumbing, gas and electrical equipment for any purpose other than for which they were designed
- (d) keep windows clean, and
- (e) except where it is the responsibility of the Body Corporate under the Module, replace all cracked or broken glass with new glass of the same type and appearance.

**6.5 Water conservation**

Occupiers must not waste water and must ensure that all taps in a Lot or on the Common Property are turned off after use.

**6.6 Garbage disposal**

An Occupier of a Lot must—

- (a) comply with all rules made by the Body Corporate and the Local Government about disposal of rubbish
- (b) use the recycle bins or receptacles provided by the Local Government for the Lot
- (c) ensure that the health and comfort of other Occupiers is not adversely affected by the Occupiers disposal of garbage, and
- (d) not throw or allow any paper, rubbish, cigarette butts, or other refuse to fall out of any window, door or balcony of the Lot.

**6.7 Hazardous substances**

Occupiers must not—

- (a) store or use any hazardous or flammable substances on the Scheme Land (except normal quantities of usual household substances or fuel in the tank of a vehicle permitted to be on the Scheme Land), or
- (b) bring anything on to the Scheme Land which may increase the Cost of insurance or breach any fire safety laws.

**6.8 Nuisance**

Without limiting section 167 of the Act—

- (a) no noxious or offensive trade or activity may be carried on the Scheme Land
- (b) televisions, radios and musical instruments must be reasonably controlled so they do not cause annoyance to other Occupiers
- (c) machinery, tools or other things which emit loud noises or noxious odours or which may interfere with television or radio reception may not be used on the Scheme Land, and
- (d) people entering or leaving Lots after 9.00pm must do so quietly.

**6.9 Security of Lot**

The Occupier of a Lot must lock or securely fasten all doors and windows in the Lot whenever the Lot is not occupied.

**7. Vehicles, parking and driving**

- (a) Vehicles may only be driven on the parts of the Common Property that are designed for that purpose (if any).
- (b) The Occupier of a Lot must not, without the Body Corporate's prior written approval, park a vehicle, or allow a vehicle to stand, on the Common Property.
- (c) Heavy vehicles (over two tonnes tare) may not be brought onto the Scheme Land.

**8. Costs incurred by Body Corporate**

- (a) If the Body Corporate incurs Costs because an Occupier does not pay an amount due to the Body Corporate or breaches these by-laws, the Act or Module, the Occupier must pay the Body Corporate those Costs within seven days of the Body Corporate demanding payment, as a liquidated debt due to the Body Corporate.
- (b) If the Body Corporate takes legal action to recover amounts due to the Body Corporate the Occupier against whom the action is taken must pay the Body Corporate's legal Costs and expenses on a solicitor own client basis.

**9. GST**

- (a) Unless otherwise expressly stated, the sums payable or considerations to be provided under or in accordance with these by-laws are exclusive of GST.
- (b) If any person—
  - (i) is liable to pay GST on any supply made by it under these by-laws, and
  - (ii) issues a valid tax invoice to the recipient within seven days of the due date for payment for the supply,then the recipient agrees to pay to the supplier an additional amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.
- (c) Despite any other provision in the CMS to the contrary, this by-law 9 will survive termination of the CMS.

**10. Keeping of Animals**

The following rules apply with respect to the keeping of animals:

- (a) Subject to section 181 of the Act and this by-law, the Occupier of a Lot may not keep or bring any animal onto the Scheme Land without the prior written approval of the Body Corporate.
- (b) Notwithstanding by-law 10(a), an Occupier may keep up to two animals on their Lot on the following terms and conditions—
  - (i) the animals must be kept completely within the Lot and must be prevented from wandering onto Common Property
  - (ii) the animals do not disturb others
  - (iii) the animals are domesticated pets
  - (iv) the animals are clean and properly toilet trained, and
  - (v) the animals are kept on a leash on all times when entering and existing a Lot via Common Property.
- (c) The Occupier of a Lot is responsible for—
  - (i) tidying up after their animals
  - (ii) making sure the animals do not defecate on the Scheme Land, and
  - (iii) making sure the animals do not disturb others when it is on Scheme Land.
- (d) The onus of proving that the animal complies with this by-law is on the Occupier.
- (e) The Body Corporate may order an animal be removed from the Scheme land if the animal does not meet all of the criteria set out on this by-law.

**11. Private yards****11.1 Exclusive use areas**

The Owner and Occupiers for the time being (and from time to time) of each Lot shall be entitled to the exclusive use and enjoyment of the area of Common Property (including all improvements in such area) allocated to their respective Lot as identified in Schedule E for the purpose specified in Schedule E (each of which is referred to as an Exclusive Use Area).

**11.2 Repair and maintenance**

Despite anything else in these by-laws, the Act or the Module, the Owner or Occupier is responsible for the upkeep, repair, maintenance and operating costs (including but not limited to all structural repairs and maintenance of their Exclusive Use Areas. Any repairs or maintenance must be carried out by qualified contractors.

**11.3 Improvements**

The Owner or Occupier may make any improvements to its Exclusive Use Area provided it obtains any necessary Local Government approvals. Such Owner or Occupier will be responsible for the ongoing repair and maintenance of any such improvements. Any repairs or maintenance must be carried out by qualified contractors.

**11.4 Easements**

Where an Exclusive Use Area is subject to an easement, the Owner or Occupier having the benefit of the Exclusive Use Area:

- (a) Must be aware of and comply at all times with the terms and conditions of the easement.
- (b) Agrees and acknowledges the terms and conditions of the easement prevail over the by-laws contained in this Schedule C.

**12. Body Corporate obligations**

Owner and Occupiers must take all necessary and reasonable steps to ensure compliance at all times with the provisions of the Act and the Module.

**13. Dividing fences**

The Owners agree that they will comply at all times with the provisions of the Neighbourhood Disputes Act including (without limitation) with respect to any dividing fence between the two Lots as of the Owners were both "adjoining owners" as defined in the Neighbourhood Disputes Act.

SCHEDULE D		OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED
LOTS ON PLAN OR COMMON PROPERTY	STATUTORY EASEMENTS PURSUANT TO DIVISION 5 OF PART 6A OF THE LAND TITLE ACT 1994	SERVICE LOCATION DIAGRAM
COMMON PROPERTY	<p>The common property, to the extent applicable and necessary having regard to the relative positioning of the lots and the common property in respect of each other has the benefit and burden of the statutory easements for:</p> <ul style="list-style-type: none"> <li>(a) Support.</li> <li>(b) Shelter.</li> <li>(c) Projections.</li> <li>(d) Maintenance of buildings close to the boundary of a lot.</li> <li>(e) Utility services and infrastructure.</li> </ul>	Plan "B" Service Location Diagram
LOTS 1 to 2 ON SP334314	<p>Each Lot, to the extent applicable and necessary having regard to the relative positioning of the lots in respect of each other has the benefit and burden of the statutory easements for:</p> <ul style="list-style-type: none"> <li>(a) Support.</li> <li>(b) Shelter.</li> <li>(c) Projections.</li> <li>(d) Maintenance of buildings close to the boundary of a lot.</li> <li>(e) Utility services and infrastructure.</li> </ul>	Plan "B" Service Location Diagram

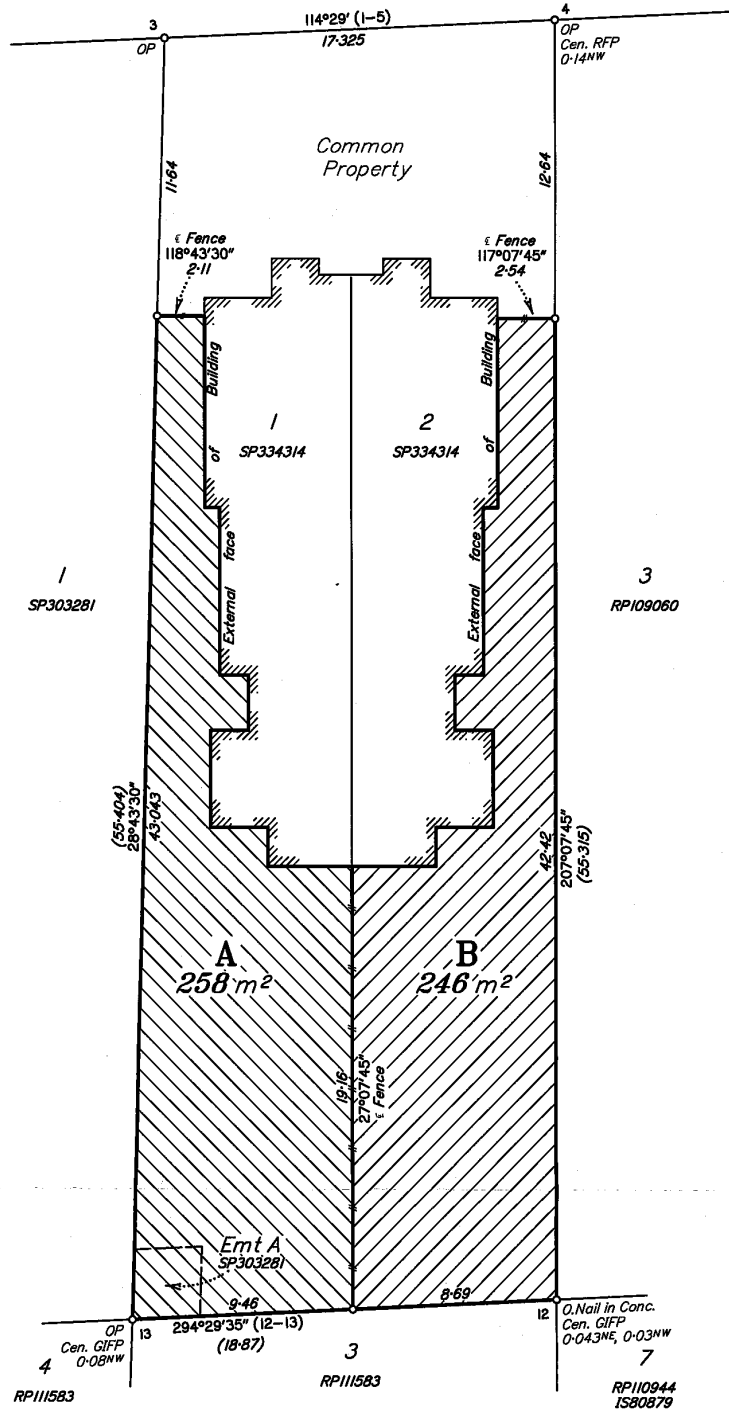
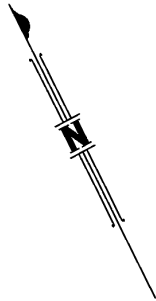
**SCHEDULE E DESCRIPTION OF LOTS ALLOCATED EXCLUSIVE USE AREAS OF COMMON PROPERTY**

<b>Lot No.</b>	<b>Area</b>	<b>Purpose</b>
Lot 1 on SP334314	Area A on Plan "A"	Private yard
Lot 2 on SP334314	Area B on Plan "A"	Private yard

**SKETCH PLAN 'A' SHOWING EXCLUSIVE USE AREAS  
FOR CTS "270 KING STREET" CMS**

Sheet 11 of 12

**KING STREET**

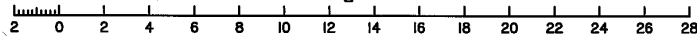


STEVE COOPER & ASSOCIATES Pty Ltd  
A.C.N. 010 839 022, Cadastral Surveyor,  
certify that the details shown on this  
sketch plan are correct.



Date 4-07-2023

Scale 1:200 - Lengths are in metres.



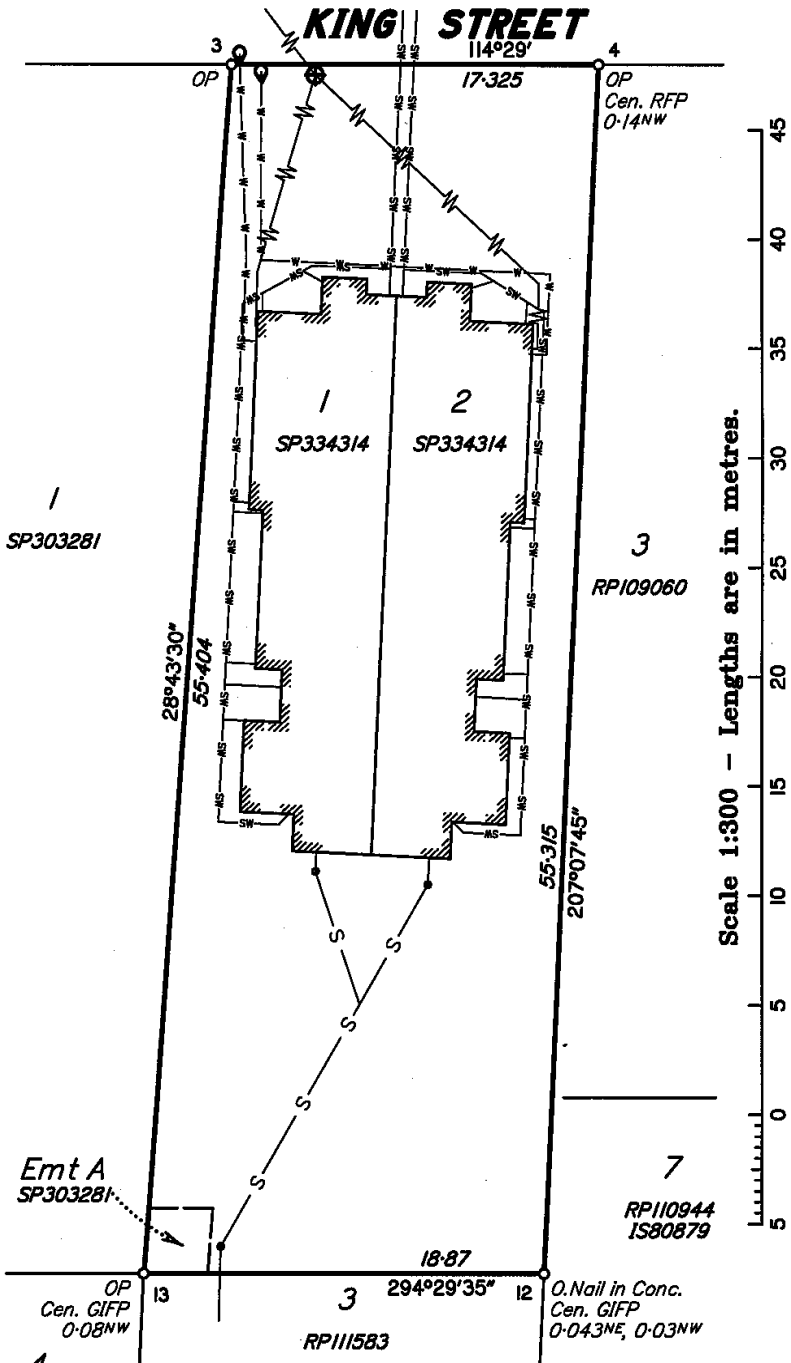
LOCALITY: CABOOLTURE

Meridian: SP334314

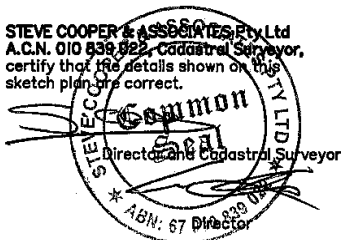
SP334314  
04.05.2023  
GBF  
22-35exuse

**SKETCH PLAN 'B'**  
**SERVICES LOCATION DIAGRAM**  
**FOR CTS "270 KING STREET" CMS**

Sheet **12** of **12**



STEVE COOPER & ASSOCIATES Pty Ltd  
 A.C.N. 010 838 822, Cadastral Surveyor,  
 certify that the details shown on this  
 sketch plan are correct.



Date **4-07-2023**

RP111583

*The Position of the services shown on this plan were plotted from the records kept by the builder and are indicative only. Prior to excavation or construction on the site the true location of these services should be established.*

**Lots 1-2 & Common Property on SP334314**

LOCALITY: CABOOLTURE  
DATE: 04.05.2023

**SCALE: 1:300**

**LEGEND**

- |                       |             |
|-----------------------|-------------|
| — T — T — T — T —     | Telstra     |
| — W — W — W — W —     | Electricity |
| — S — S — S — S —     | Sewer       |
| — W — W — W —         | Water       |
| — SW — SW — SW — SW — | Stormwater  |

**PLANNING BODY COMMUNITY MANAGEMENT STATEMENT NOTATION**

QUEENSLAND TITLES REGISTRY  
Body Corporate and Community Management Act 1997

**FORM 18C** Version 1  
Page 1 of

**1. Name of community titles scheme**

270 King Street Community Title Scheme

**2. Reference to survey plan to be lodged with statement (if applicable)**

SP334314

**3. Planning body community management statement notation**



signed

Rohan Coldham - Acting Coordinator Streamline Team  
MORETON BAY REGIONAL COUNCIL

name and designation  
name of planning body

Planning Body Reference Number: DA/2023/2988

**Privacy Statement**

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

**Body corporate certificate – Specified Two-lot Schemes***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 (Specified Two-lot Schemes Module) Regulation 2011*.

**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:

- property details and contacting the body corporate ...[Page 3](#)
- by-laws and exclusive use areas ...[Page 4](#)
- lot entitlements and financial information ...[Page 5](#)
- common property, assets, and contracts ...[Page 7](#)
- insurance ...[Page 8](#)

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 no lot owner agreements have been made;
- body corporate decisions made by lot owner agreements (other than lot owner agreements about agreed body corporate expenses);
- current, past or planned body corporate disputes or court actions;
- orders made against the body corporate by an adjudicator, a tribunal or a court; 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.

**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 make decisions about the scheme with the owner of the other lot in the scheme;
- must pay contributions towards agreed body corporate expenses (for example, insurance);
- must comply with the body corporate by-laws.

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

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.

**The information in this certificate is current as at: 06 / 05 / 2026**

## **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 page 3), 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.

## **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 community education service and a dispute resolution service for those who live, invest or work in community titles schemes. Visit [www.qld.gov.au/bodycorporate](http://www.qld.gov.au/bodycorporate).

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

## Property details and contacting the body corporate

Name and number of the community titles scheme (Example – Seaview CTS 1234)

### Lot and plan details

Lot number: 2.....

Plan type and number (Example – BUP 1234): SP303281.....

Plan of subdivision:  Standard Format  Building Format  Volumetric Format

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

### Building management statements

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

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

- Yes  
 No

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

### 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: ..... Company: .....

Phone: ..... Email: .....

- No

### Accessing records

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

- The body corporate manager named above.

- The following person: **Not Applicable**

Name: ..... Role: .....

Phone: ..... Email: .....

## 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 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.

### General by-laws

- The community management statement includes the complete set of by-laws that apply to the scheme. **Not Applicable**
- The community management statement specifies the by-laws in Schedule 4 of the *Body Corporate and Community Management Act 1997* 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
- No

**If yes, the exclusive use by-laws or other allocations of common property for the schemes are:**  
(select all that apply)

- listed in the community management statement.
- given with this certificate.

## Lot entitlements and financial information

### Lot entitlements

Lot entitlements are used to determine the proportion of body corporate expenses each lot owner is responsible for.

The community management statement contains two schedules of lot entitlements – a contribution schedule of lot entitlements and an interest schedule of lot entitlements, outlining the entitlements for each lot in the scheme. The contribution schedule lot entitlement for a lot (as a proportion of the total for both 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 both 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: ..... **Not Applicable** .....

Total contribution schedule lot entitlements for both lots: ..... **X** .....

#### Interest schedule

Interest schedule lot entitlement for the lot: ..... **X** .....

Total interest schedule lot entitlements for both lots: ..... **X** .....

### Financial accounts

Does the body corporate keep one or more financial institution accounts (for example, a bank account)?

- Yes  
 No
- Not Applicable**

If yes, the name and amount held in the account/s and the person/s authorised to operate the account/s are:

given with this certificate

as follows:

Name of financial institution: .....

Name of the person/s authorised to operate the account:

.....

Current amount held in the account: \$ .....

### 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

### Agreed body corporate expenses

An *agreed body corporate expense* is an item of expenditure that the body corporate has decided, by a lot owner agreement, to incur. An agreed body corporate expense also includes expenses the body corporate is required to incur to comply with the Act, a statutory order or notice given to the body corporate, an order of an adjudicator, a judgment or order of a court, or an order of QCAT. The owner of each lot is required to pay a contribution to an agreed body corporate expense.

Are there any agreed body corporate expenses that the owner of the lot is liable to pay a contribution to?

Yes

No **Not Applicable**

If yes, the contributions payable by the owner of the lot that this certificate relates to are listed below.

**WARNING: you may have to contribute additional amounts if a liability arises that is not already covered by an agreed body corporate expense.**

### Contributions payable by the lot

Total amount of contributions for lot 0 for the current financial year: \$ .....0.....

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

**Not Applicable**

Due date	Amount due	Purpose of expense	Paid
... / ... / .....	\$ _____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
... / ... / .....	\$ _____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
... / ... / .....	\$ _____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
... / ... / .....	\$ _____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No

### Other amounts payable by the lot owner

For the current financial year there are:

No other amounts payable for the lot.

Amounts payable under exclusive use by-laws, totalling \$ .....

Amounts payable under service agreements (that are not included in body corporate contributions for the lot), totalling \$ .....

Other amounts, totalling \$ ..... (see explanation given with this certificate)

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

At the date of this certificate: **Not Applicable**

All payments for the lot are up to date.

The following amounts are due but not yet paid for the lot:

Overdue contributions for agreed body corporate expenses: \$ .....0.....

Other amounts due but not paid: \$ .....0.....

**Total amounts due but not paid: \$ .....**

## Common property, assets and contracts

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

### Improvements 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.

- There are no authorised improvements to the common property that the owner of the lot is responsible for maintaining in good condition.
- 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.

### Body corporate assets

Are there any body corporate assets more than \$1,000 in value?

- Yes – details of the relevant assets are given with this certificate.
- No

### Service contracts

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

The maximum term of a service contract that can be entered into by a body corporate is 1 year.

You may inspect the body corporate records to find information about engagements entered into by the body corporate, including the term of the engagement, as well as duties required to be performed and remuneration payable by the body corporate under the engagement.

### Embedded network electricity supply

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

- Yes
- No

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

## 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 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.

### Current policies

Details of each current insurance policy held by the body corporate including, for each policy, the:

- type of policy;
- name of insurer;
- sum insured;
- amount of premium; and
- excess payable on a claim.

Not Applicable

are given with this certificate.

### Alternative insurance

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

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

Yes

No

### Lot owner and occupier insurance



The occupier is responsible for insuring the contents of the lot and any public liability risks which might occur within the lot. The owner is responsible for insuring buildings that do not share a common wall if the scheme is registered under a standard format plan of subdivision, unless the body corporate has set up a voluntary insurance scheme and the owner has opted-in.

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

## Body corporate authority

This certificate was completed by:

- The owners of both lots in the community titles scheme (~~i.e. the body corporate~~);
- A body corporate manager or other authorised agent on behalf of the body corporate;
- The owner of the lot to which this certificate relates (authorised by a lot owner agreement);
- The owner of the other lot in the community titles scheme (authorised by a lot owner agreement).

Name/s James Linhart Samantha Linhart  
Signature/s   Date 06/05/2026

**Copies of documents given with this certificate:** **Not Applicable**

- details of exclusive use by-laws or other allocations of common property (if applicable)
- details of financial accounts (if applicable)
- details of amounts due to the body corporate for another reason (if applicable)
- details of improvements the owner is responsible for (if applicable)
- details of body corporate assets (if applicable)
- details of insurance policies held by the body corporate

EBM RCP LW450  
2 April 2026

J Linhart & S Linhart  
C/- McGrath Aspley  
PO Box 12  
LUTWYCHE QLD 4030

Hi there,

Your landlord insurance policy with EBM RentCover is due for renewal. Before renewing cover, we want to make sure your policy still meets the needs of your rental property. It may not be suitable if:

- \* The property is not a standard residential rental property (e.g. is it a hostel, shipping container, motel, etc)
- \* The property has been sold
- \* The property is no longer used as a rental, or you now live in the property
- \* The way it is rented out has changed (e.g. it has changed from a long-term rental to a short-term rental or vice versa)
- \* You have taken out cover elsewhere and forgotten to let us know

Changes to your rental property can impact cover. If something has changed at your rental property, it is important that you let us know. We can talk you through different options. Contact EBM RentCover for help - 1800 661 662.

If nothing has changed and you believe the policy is still suitable, great. You do not need to do anything. Simply pay the premium owing and your policy will automatically renew.

On the topic of changes - there are a few things you need to know about. EBM RentCover policies are now underwritten by Zurich Australian Insurance Limited, a strong, resilient and value-driven company. Building insurance indexation has increased to 10%, in line with recent inflation movements, to ensure continued adequate coverage. The excess for all insured events across all products (except for cyclones in RentCover ShortTerm) has been standardized to a flat \$500. For example, if a property experiences flooding or a bushfire, the applicable excess will be \$500. Please note that excesses for other features, such as loss of rent, tenant damage, and legal liability, remain unchanged.

Your premium is below, and we have compared the price of your policy to last year - this will allow you to clearly see any changes in your premium.

	<b>Last Year</b>	<b>This Year</b>
Base Premium	\$ 788.23	\$ 3,732.63
Emergency Services Levy	\$	\$
Goods and Services Tax	\$ 78.82	\$ 373.26
Stamp Duty	\$ 78.04	\$ 369.53
Special + Admin Fees	\$ 20.21	\$ 84.80
GST on Fees	\$ 2.02	\$ 8.48
<b>Total Premium</b>	\$ 967.32	\$ 4,568.70

If the above table indicates an increase in your annual premium, this may be attributed to several factors, including rising claim costs, increased expenses for providing our services, and recent adjustments to building insurance indexation (the building sum insured amount is increased upon renewal by a set percentage to align with recent inflation movements). If you believe your insured amounts are inaccurate, please contact the EBM RentCover team.

Thank you.

**The EBM RentCover team.**

J Linhart & S Linhart  
C/- McGrath Aspley  
PO Box 12  
LUTWYCHE QLD 4030

**TAX INVOICE I5519473**

**Invoice Date** : 01.04.2026  
**Client Number** : EBM RCP LW450  
**Invoice Ref** : I5519473 **Cover No** : 1777084/002  
**Class** : RentCover Platinum  
**Placement with/by** : Various Insurers  
**Period** : 12.06.2026 to 12.06.2027  
**Agent Name** : McGrath Aspley

<b>Premium</b>	3,732.63
<b>Stamp Duty</b>	369.53
<b>Admin Fee</b>	84.80
<b>SubTotal Excl. GST</b>	4,186.96
<b>GST Total</b>	381.74
<b>Total Amount \$</b>	4,568.70

**TRANSACTION DESCRIPTION**

\*\* RENEWAL \*\*

INSURED  
J Linhart & S Linhart

PROPERTY INSURED  
270 King Street CABOOLTURE

**PAYMENT OPTIONS (our credit terms are 30 days)**

**Client Number** : EBM RCP LW450 **Client Name** : J Linhart & S Linhart  
**Invoice No** : I5519473 **Cover No** : 1777084/002 **Brief Description**: 270 King Street CABOOLTURE  
**Agent Name** : McGrath Aspley **Agent Code** : MA64/MA64



**Bill**er Code: 20362  
**Reference**: 4027 4330 1588 67579

**Total Amount \$** 4,568.70

**Cheque or Money Order** : Payable to EBM Insurance Brokers (please return with this remittance slip)



\*498 402743 30158867579

**COVER SUMMARY**

CLIENT	PLACEMENT WITH/BY
James & Samantha J Linhart & S Linhart C/- McGrath Aspley PO Box 12 LUTWYCHE            QLD 4030	02.04.26  Various Insurers

CLASS OF RISK	PERIOD OF INSURANCE
RentCover Platinum  Policy No : ZHHR-09260-HHH	From:    12th June 2026 To :        12th June 2027        at 4.00pm Local Time  Our Ref : EBM RCP LW450 1777084/002

**COVER SUMMARY**                      This summary is not a policy document and is only an outline of the cover. The terms conditions and limitations of the Insurer's policy shall prevail at all times.

RENTCOVER SECTION:	730.43
BUILDING & CONTENTS SECTION:	3,744.99
	-----
Broker Fee	93.28
Total Premium	4,568.70
	=====

**INSURED DETAILS:**

INSURED            : J Linhart & S Linhart

SITUATION        : 270 King Street CABOOLTURE

POSTCODE        : 4510

DWELLINGS        :        2

CONSTRUCTION: Brick

YEAR BUILT       : 2023

MORTGAGEE       : Bankwest

=====

**RENTCOVER SECTION:**

POLICY DETAILS

For full details of cover, please refer to the PDS and Policy Wording

Section 1 : Cover for your Premises and Contents (Fixtures & Fittings)  
- Tenant and Accidental Damage

Sum Insured: \$ 70,000

Excesses : Section 1  
Malicious damage by tenant \$400 per claim  
Theft by tenant \$400 per claim  
Accidental damage \$400 per event

INSURER	POLICY NUMBER	PROPORTION
Zurich Australia Insurance Limited NORTH SYDNEY NSW 2059	ZRCP-09270-SRP	100.0000%

**BUILDING & CONTENTS SECTION:**

Section 2 : Cover for your Premises - Insured Events

Sum Insured: \$ 874,500

Section 3 : Cover for your Contents - Insured Events

Sum Insured: \$ 70,000

Accidental & Malicious Damage by Tenant to Non-Fixed Contents Not Insured

Excesses : Sections 2 and 3  
Earthquake or Tsunami \$500 per event  
Cyclone \$500 per event  
all other claims \$500 per event

INSURER	POLICY NUMBER	PROPORTION
Zurich Australia Insurance Limited NORTH SYDNEY NSW 2059	ZHHR-09260-HHH	100.0000%

**SPECIAL ENDORSEMENTS:**

Section 4 : Cover for Rent and legal Expenses

Sum Insured  
Up to \$1,500 per week loss of rent

Legal Expenses  
Up to \$5,000

Section 5 : Cover for your Legal Liability - Property owners

Limit of Liability  
\$30,000,000 any one occurrence plus approved legal costs

Section 6 : Cover for your Taxation Audit

Sum Insured

- 1) Up to \$1,000 any one audit
- 2) Up to \$2,000 any one policy period
- 3) Up to \$4,000 in total for all policies you have insured with us.

Excesses : Sections 4, 5 and 6  
Nil excess applicable

Special Notice : Please note that we have placed, renewed or varied this policy of insurance under an authority given to us by the Insurers and will therefore be effecting the contract as agents of the Insurers and not as your agent.

Bushfire Notice : There will be no cover provided under this policy in respect to any loss or damage arising out of or in connection with bush fires for a period of 72 hours from:

- the commencement date of this insurance (if a new policy);  
or
- the date any additional covers or increases in sums insured or loss limits added by endorsements.

Policy Wording : RMEA-023463-2025

**Premium Details :**

Billing Currency	: Australian Dollars	
Premium		3,732.63
Stamp Duty		369.53
Broker Fee		84.80
GST		381.74
TOTAL		4,568.70

**GENERAL ADVICE NOTICE**

<b>CLIENT</b>	<b>PLACEMENT WITH/BY</b>	<b>02.04.26</b>
James & Samantha J Linhart & S Linhart C/- McGrath Aspley PO Box 12 LUTWYCHE QLD 4030	Various Insurers	
<b>Your account is managed by:</b> UNIT23 Queensland		

<b>CLASS OF RISK</b>	<b>PERIOD OF INSURANCE</b>
RentCover Platinum	From: 12th June 2026 To : 12th June 2027 at 4.00pm Local Time
Policy No : ZHHR-09260-HHH	Our Ref : EBM RCP LW450 1777084/002/01

**GENERAL ADVICE NOTICE**

In respect to this transaction, we have provided general advice only and not personal advice. In giving this advice we have not taken into account your personal circumstances, objectives, financial situation or needs.

Please read the policy documentation, including any Product Disclosure Statement to ensure the policy satisfies your requirements.

If you have any queries or require a copy of the Product Disclosure Statement or our Financial Services Guide, please contact your EBM Account Manager or Representative.

# UNITYWATER BYDA MAP

Sequence Number: 272190671

Job Number: 53033988

Printed On: 1/05/2026

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		<b>Sewer Gravity Main</b>
	Water Pump Station		Trunk Main
	Water Service		Reticulation Main
	Water Valve		Overflow Main
	Water Pipe (Abandoned)		Sewer Pipe (Abandoned)
	Water Hydrant		<b>Sewer Pressure Main</b>
	Water Fitting		Pressure Sewer
	<b>Water Main</b>		Rising Main
	Trunk Main		Vacuum Main
	Reticulation Main		Pressure Sewer Service
	Sewer Pump Station		Sewer Service
	Sewer Maintenance Hole		<b>Recycled Water</b>
	Sewer Valve		Recycled Water Pump Station
	Sewer Fitting		Recycled Water Valve
			Recycled Water Hydrant
			Recycled Water Fitting
			Recycled Water Pipe (Abandoned)
			Recycled Water Main

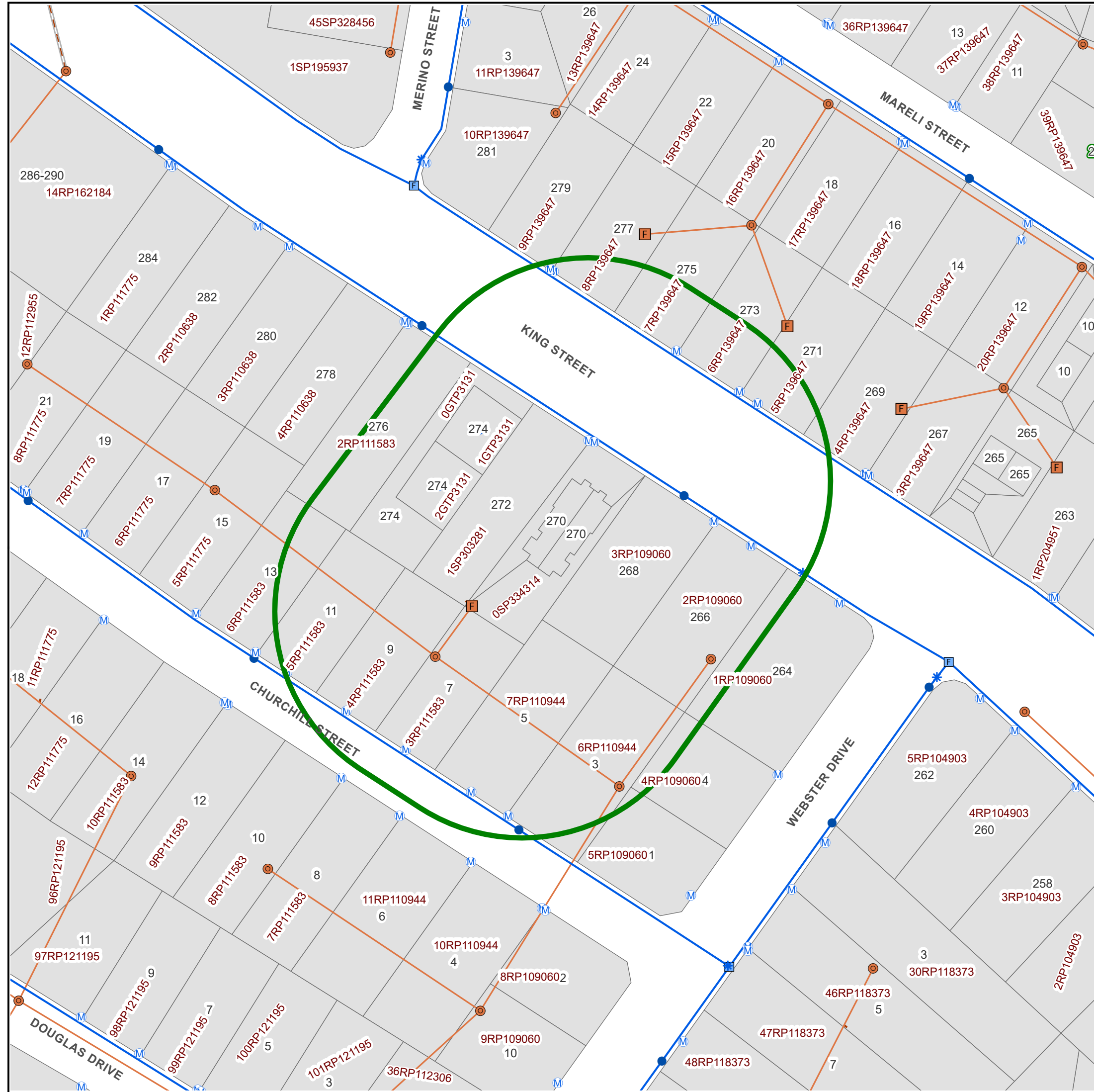
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Before You Dig Australia  
PO Box 953  
Caboolture QLD 4510

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

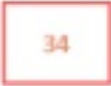




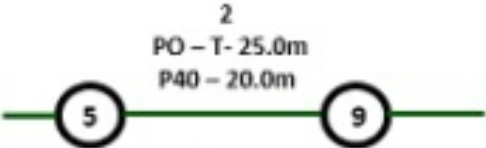





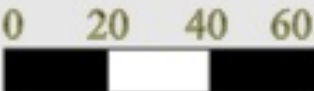
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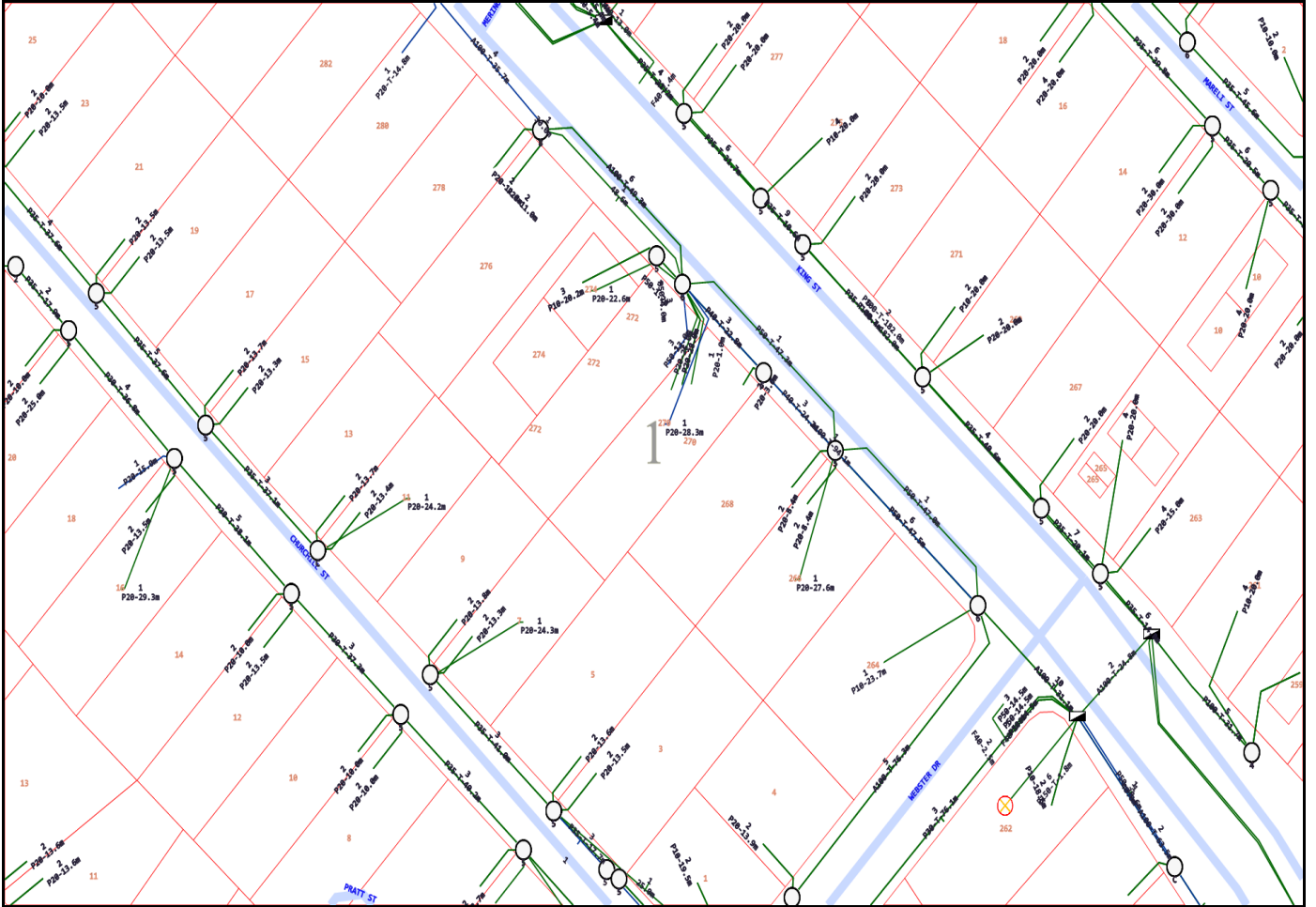




## LEGEND



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



## 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.