Seller disclosure statement

Queensland Government

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 PIERRE-AXEL PAOLI

Property address (referred to as the "property" in this statement) Apartment 8, 40 maxwell Street,
NEW FARM QLD 4005

Lot on plan description Lot 8 SP 286787

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

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

☐ **No**
*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.
Unregistered encumbrances (excluding statutory encumbrances)	There are encumbrances not registered on the title that will continue to affect the property after **settlement**. ☐ **Yes** ☑ **No** **Note**—If the property is part of a community titles scheme or a BUGTA scheme it may be subject to and have the benefit of statutory easements that are **NOT** required to be disclosed.
	Unregistered lease (if applicable) If the unregistered encumbrance is an unregistered lease, the details of the agreement are as follows: » the start and end day of the term of the lease: » the amount of rent and bond payable: » whether the lease has an option to renew:
	Other unregistered agreement in writing (if applicable) If the unregistered encumbrance is created by an agreement in writing, and is not an unregistered lease, a copy of the agreement is given, together with relevant plans, if any. ☐ **Yes**
	Unregistered oral agreement (if applicable) If the unregistered encumbrance is created by an oral agreement, and is not an unregistered lease, the details of the agreement are as follows:
Statutory encumbrances	There are statutory encumbrances that affect the property. ☑ **Yes** ☐ **No** *If **Yes**, the details of any statutory encumbrances are as follows:* Any statutory rights to keep infrastructure on the lot or to access the lot to repair or maintain infrastructure on the lot shown by way of identification of utility services (including but not limited to water pipes, sewer pipes, stormwater pipes, and power lines) on any service location diagram in the CMS attached.
Residential tenancy or rooming accommodation agreement	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. ☑ **Yes** ☐ **No** If **Yes**, 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)* 04/08/2025 **Note**—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. As the owner of the property, you may need to provide evidence of the day of the last rent increase. You should ask the seller to provide this evidence to you prior to settlement.

Part 3 – Land use, planning and environment

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

Zoning	The zoning of the property is *(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)*: Refer to zoning on page 2 of the attached develo property fact pack.		
Transport proposals and resumptions	The lot is affected by a notice issued by a Commonwealth, State or local government entity and given to the seller about a transport infrastructure proposal* to: locate transport infrastructure on the property; or alter the dimensions of the property.	☐ **Yes**	☑ **No**
	The lot is affected by a notice of intention to resume the property or any part of the property.	☐ **Yes**	☑ **No**
	*If **Yes**, a copy of the notice, order, proposal or correspondence must be given by the seller.*		

* *Transport infrastructure* has the meaning defined in the *Transport Infrastructure Act 1994*. A *proposal* means a resolution or adoption by some official process to establish plans or options that will physically affect the property.

Contamination and environmental protection	The property is recorded on the Environmental Management Register or the Contaminated Land Register under the *Environmental Protection Act 1994*.	☐ **Yes**	☑ **No**
	The following notices are, or have been, given:		
	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).	☐ **Yes**	☑ **No**
	A notice under section 369C(2) of the *Environmental Protection Act 1994* (the property is a place or business to which an environmental enforcement order applies).	☐ **Yes**	☑ **No**
	A notice under section 347(2) of the *Environmental Protection Act 1994* (the property is a place or business to which a prescribed transitional environmental program applies).	☐ **Yes**	☑ **No**

Trees	There is a tree order or application under the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011* affecting the property. *If **Yes**, a copy of the order or application must be given by the seller.*	☐ **Yes**	☑ **No**

Heritage	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).	☐ **Yes**	☑ **No**

Flooding	Information about whether the property is affected by flooding or another natural hazard or within a natural hazard overlay can be obtained from the relevant local government and you should make your own enquires. Flood information for the property may also be available at the FloodCheck Queensland portal or the Australian Flood Risk Information portal.

Vegetation, habitats and protected plants	Information about vegetation clearing, koala habitats and other restrictions on development of the land that may apply can be obtained from the relevant State government agency.

Part 4 – Buildings and structures

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

Swimming pool	There is a relevant pool for the property.	☑ **Yes**	☐ **No**
	If a community titles scheme or a BUGTA scheme – a shared pool is located in the scheme.	☑ **Yes**	☐ **No**
	Pool compliance certificate is given.	☑ **Yes**	☐ **No**
	OR		
	Notice of no pool safety certificate is given.	☐ **Yes**	☑ **No**

Unlicensed building work under owner builder permit	Building work was carried out on the property under an owner builder permit in the last 6 years.	☐ **Yes**	☑ **No**
	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.		

Notices and orders	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.	☐ **Yes**	☑ **No**
	The seller has been given a notice or order, that remains in effect, from a local, State or Commonwealth government, a court or tribunal, or other competent authority, requiring work to be done or money to be spent in relation to the property.	☐ **Yes**	☑ **No**
	*If **Yes**, a copy of the notice or order must be given by the seller.*		

Building Energy Efficiency Certificate	If the property is a commercial office building of more than 1,000m², a Building Energy Efficiency Certificate is available on the Building Energy Efficiency Register.

Asbestos	The seller does not warrant whether asbestos is present within buildings or improvements on the property. Buildings or improvements built before 1990 may contain asbestos. Asbestos containing materials (ACM) may have been used up until the early 2000s. Asbestos or ACM may become dangerous when damaged, disturbed, or deteriorating. Information about asbestos is available at the Queensland Government Asbestos Website (asbestos.qld.gov.au) including common locations of asbestos and other practical guidance for homeowners.

Part 5 – Rates and services

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

Rates	Whichever of the following applies—	
	The total amount payable* for all rates and charges (without any discount) for the property as stated in the most recent rate notice is:	
	Amount: $1,040.26	Date Range: 01/07/2025-30/09/2025
	OR	
	The property is currently a rates exempt lot.**	☐
	OR	
	The property is not rates exempt but no separate assessment of rates is issued by a local government for the property.	☐

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

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

Water	Whichever of the following applies—	
	The total amount payable as charges for water services for the property as indicated in the most recent water services notice* is:	
	Amount: $435.04	Date Range: 05/06/2025 - 16/11/2025
	OR	
	There is no separate water services notice issued for the lot; however, an estimate of the total amount payable for water services is:	
	Amount:	Date Range:

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

Part 6 – Community titles schemes and BUGTA schemes

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

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

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

Body Corporate and Community Management Act 1997	**The property is included in a community titles scheme.** ***(If Yes, complete the information below)***	☑ **Yes**	☐ **No**
Community Management Statement	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. **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.	☑ **Yes**	
Body Corporate Certificate	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.	☑ **Yes**	☐ **No**
	If ***No***— 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 *Property Law Regulation 2024* why the seller has not been able to obtain a copy of the body corporate certificate for the lot.	☐ **Yes**	
Statutory Warranties	**Statutory Warranties**—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.		

Building Units and Group Titles Act 1980	**The property is included in a BUGTA scheme** ***(If Yes, complete the information below)***	☐ **Yes**	☑ **No**
Body Corporate Certificate	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.	☐ **Yes**	☐ **No**
	If ***No***— 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 *Property Law Regulation 2024* 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.	☐ **Yes**	

Signatures – SELLER

Signature of seller

Name of seller

Date

Signature of seller

Name of seller

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

7416_spls

Current Title Search

Queensland Titles Registry Pty Ltd
ABN 23 648 568 101

Title Reference:	**51153086**	**Search Date:**	07/04/2026 12:06
Date Title Created:	23/07/2018	**Request No:**	55668284
Previous Title:	11634235		

ESTATE AND LAND

Estate in Fee Simple

LOT 8 SURVEY PLAN 286767
Local Government: BRISBANE CITY

COMMUNITY MANAGEMENT STATEMENT 51751

REGISTERED OWNER

Dealing No: 721040978 25/08/2021

PIERRE-AXEL PAOLI

EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by
   Deed of Grant No. 19549075 (ESA 17)
2. MORTGAGE No 721040979 25/08/2021 at 13:24
   COMMONWEALTH BANK OF AUSTRALIA A.C.N. 123 123 124

ADMINISTRATIVE ADVICES

NIL

UNREGISTERED DEALINGS

NIL

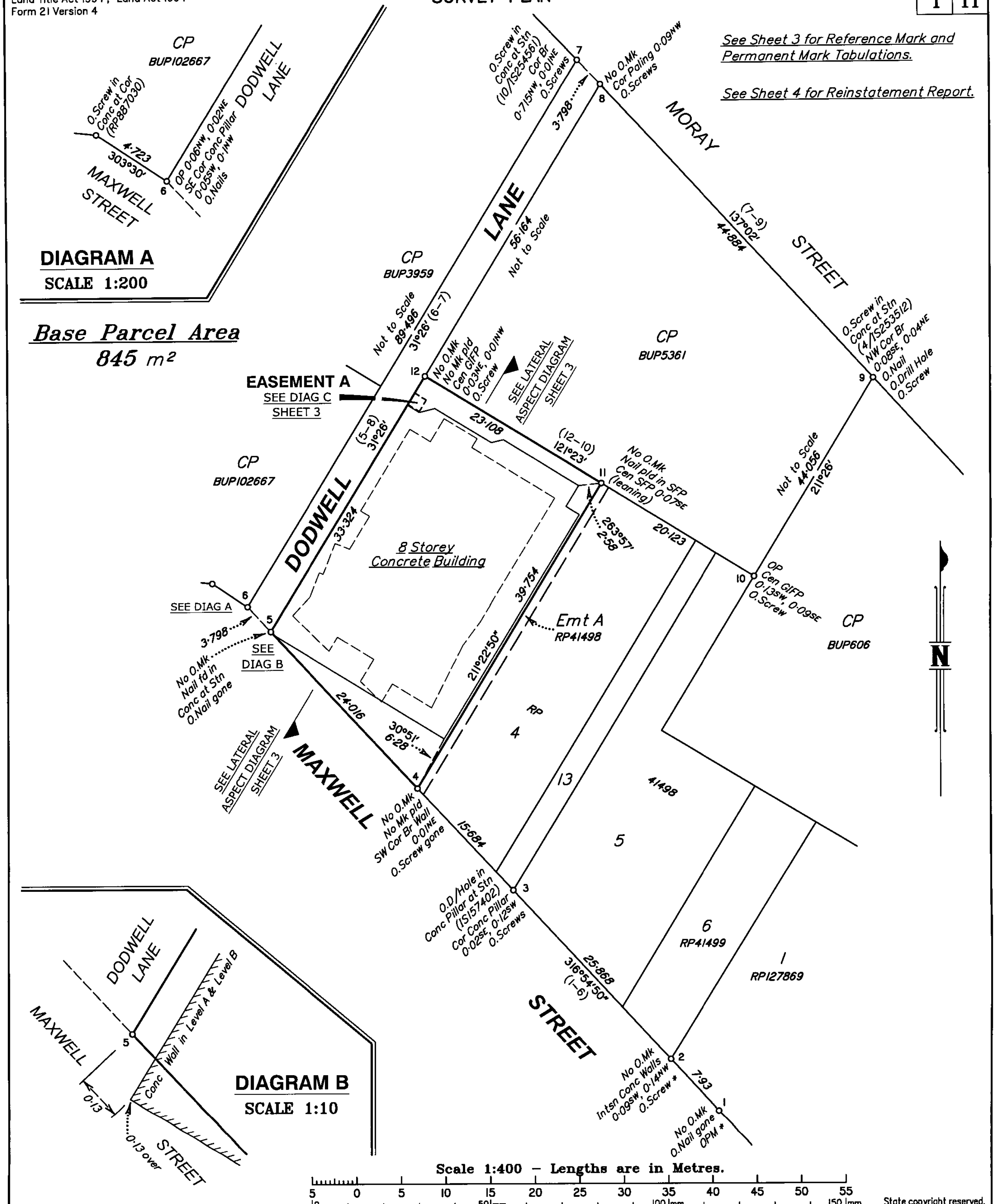
Caution - Charges do not necessarily appear in order of priority

** End of Current Title Search **

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

SURVEY PLAN

Sheet	of
1	11



Wolter Consulting Group Pty Ltd (ACN 147 343 084) hereby certify that the land comprised in this plan was surveyed by the corporation, by Trevor Richard WOLSKI, Surveying Associate for whose work the corporation accepts responsibility, under the supervision of Rodney Bruce McGregor TANNER, Cadastral Surveyor and that the plan is accurate, that the said survey was performed in accordance with the Survey and Mapping Infrastructure Act 2003 and Surveyors Act 2003 and associated Regulations and Standards and that the said survey was completed on 22–05–2018.

Authorised Delegate — Date: 1-06-2018

Plan of Lots 1-14, Common Property & Easement A in Common Property

Scale: 1:400

Format: BUILDING

Cancelling Lot 3 on RP41498

LOCAL GOVERNMENT: *BRISBANE CITY*   LOCALITY: *NEW FARM*

Meridian: *RP176818*   Survey Records: *No*

SP286767

DR

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

718882251

$1774.00
20/07/2018 11:50

TE 400 NT

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 11

5. Lodged by
Connolly Suthers Lawyers 711
416 Flinders Street
Townsville City, QLD, 4810
4771 5664
(Include address, phone number, reference, and Lodger Code)

1. Certificate of Registered Owners or Lessees.
~~I~~/We ROUGE 21 PTY LTD ACN 162 516 216

(Names in full)

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

~~* as Lessees of this land agree to this plan.~~

Signature of *Registered Owners ~~*Lessees~~

Rouge 21 Pty Ltd ACN 162 516 216 by its duly constituted attorney, Jason Damien Warat, a partner of HWL Ebsworth Lawyers under Power of Attorney 716145470.

* Rule out whichever is inapplicable

2. Planning Body Approval.
* Brisbane City Council
hereby approves this plan in accordance with the :
% PLANNING ACT 2016

Dated this 18th day of July 2018

Jodi Byrne #
DELEGATE #

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

6. Existing		Created		
Title Reference	Description	New Lots	Road	Secondary Interests
11634235	Lot 3 on RP41498	1–14 & CP	——	Emt A

MORTGAGE ALLOCATIONS

Mortgage	Lots Fully Encumbered	Lots Partially Encumbered
717918581	1–14	——

Notification issued to the owner(s) of Lot 3 on RP41498 & Maxwell Street on 01–06–2018, in accordance with s.18 of the Survey and Mapping Infrastructure Regulation 2014.

All lots defined on this plan are wholly contained within the base parcel.

Date of Development Approval: 12–04–2017

9. 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 7–06–2018
*delete words not required

1–14 & CP	ESA 17
Lots	Orig

7. Orig Grant Allocation :

8. Passed & Endorsed :
By : Wolter Consulting Group Pty Ltd
Date : 7–06–2018
Signed :
Designation : Liaison Officer

10. Lodgement Fees :

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

3. Plans with Community Management Statement :
CMS Number : 51751
Name : The Maxwell New Farm

4. References :
Dept File :
Local Govt : A004969292
Surveyor : SB3147

11. Insert Plan Number SP286767

ADDITIONAL SHEET

REFERENCE MARKS

STN	TO	ORIGIN	BEARING	DIST
1	O.Nail in Conc gone	1/IS218248	227°09'	0·905
1	Screw in Conc		140°31'	17·129
2	O.Screw in Conc *	IS157402	176°17'	2·226
3	O.Screw in Conc gone	3/IS254561	253°26'45"	1·706
3	O.Screw in Conc *	IS157402	187°12'	1·752
3	O.Screw in Kerb	3/IS254561	168°31'40"	8·502
4	O.Screw in Conc gone	4/IS218248	169°06'	2·676
4	Nail in Conc		275°54'	4·995
4	Screw in Conc		250°29'15"	19·805
5	O.Nail in Conc gone	10/IS268334	227°17'	0·9
6	O.Nail in Conc (Hole)	9/IS268334	221°48'	2·55
6	O.Nail in Bit	5/IS254561	172°59'30"	2·852
6	O.Nail in Bit	5/IS254561	197°12'50"	5·224
7	O.Screw in Conc	10/IS254561	85°32'	1·142
7	O.Screw in Conc gone	10/IS254561	79°29'10"	2·455
8	O.Screw in Conc	3/IS253512	317°02'	0·443 (N & C)
8	O.Screw in Conc	11/IS254561	355°08'30"	1·464
9	O.Nail in Conc	3/RP176818	31°26'	0·628
9	O.Drill Hole in Conc	12/IS218248	75°01'	0·778
9	O.Screw in Conc	4/IS253512	325°07'30"	6·464
10	O.Screw in Conc	5/IS253512	121°23'	0·403
12	O.Screw in Conc	6/IS253512	301°23'	0·447
12	Screw in Conc		312°54'	2·917
13	Nail in Kerb		336°40'	0·386

* Destroyed during construction.

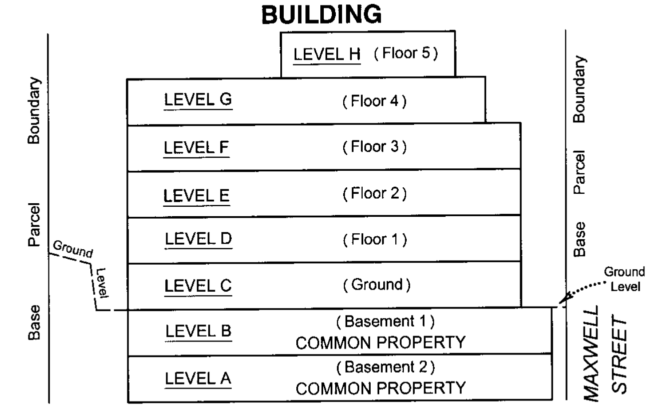
PERMANENT MARKS

PM	ORIGIN	BEARING	DIST	NO	TYPE
1–OPM *	4/SP261604	153°18'	4·934	136468	

LATERAL ASPECT DIAGRAM

(VIEWED FROM THE NORTH WEST)

Not to Scale



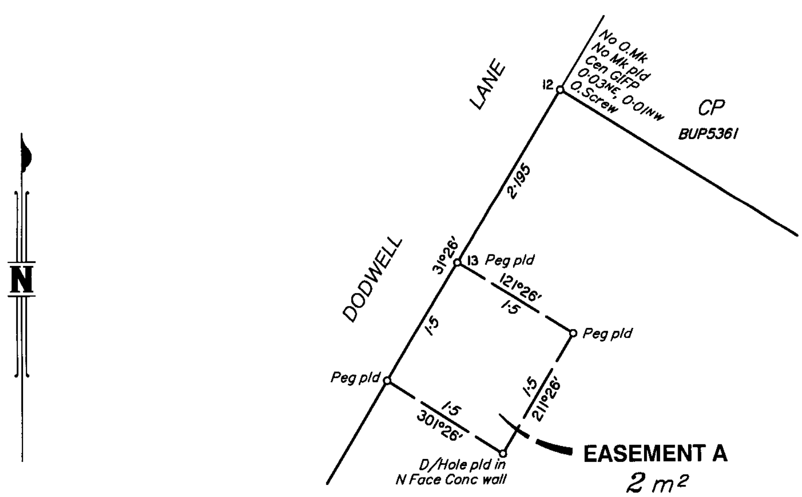


DIAGRAM C

SCALE 1:50

Scale 1:50 – Lengths are in Metres.

0.5 0 0.5 1.0 1.5 2.0 2.5 3.0 3.5 4.0 4.5 5.0 5.5 6.0 6.5 7.0
0 50 mm 100 mm 150 mm

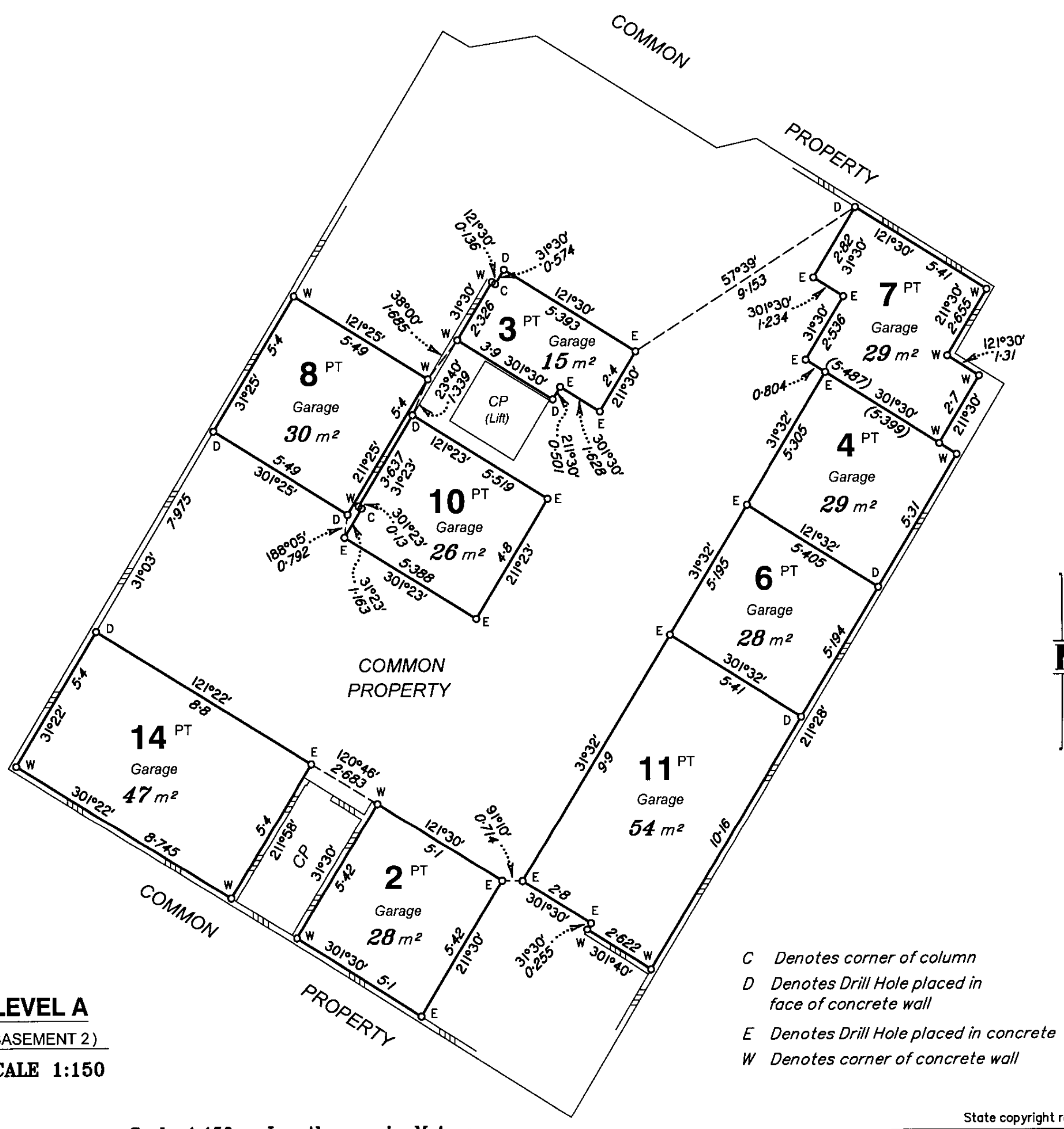
Insert Plan Number SP286767

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

ADDITIONAL SHEET

REINSTATEMENT REPORT

- Plans searched – RP8682, RP41498, RP41499, RP79953, RP127869, RP128656, RP171137, RP176818, RP179552, RP226484 RP848178, RP887030, IS157402, IS184778, IS217589, SP261604, IS254561, IS253512, IS224638, IS268334, IS218248.
- Stn 1 fixed by OPM; Stn 2 fixed by O.Screw; Stn 3 fixed by O.D/Hole, OScrews; Stn 6 fixed by O.Nails.
- Line 1-2-3-6 by joins of stns, resultant distances 1-2= deed, 2-3 = excess 118mm adopted by IS157402, IS254561, IS253512, IS218248, 3-6 = excess 42mm excess.
- Stn 5 fixed at deed dist from Stn 6 on Line 6-1.
- Stn 4 fixed by proportion between stns 5 -3, resultant distances 3-4 = excess 17mm and 4-5 = excess 25mm.
- Stn 7 fixed by O.Screw at Cor, O.Screw; Stn 8 fixed by O.Screws; Stn 9 fixed by O.Screw at Cor, O.Nail, O.D/Hole, O.Screw; Stn 12 fixed by O.Screw
- Line 6-7 by join of stns, resultant brg/dist = recent surveys
- Line 5-12-8 by join of stns, resultant brg = -10' 10" to deed & parallel to Line 6-7, dist 5-12 = excess 61mm and 12-8 = deed.
- Line 7-8-9 by join of stns, resultant brg / dist = deed vide RP176818.
- Stn 10 fixed by OP, O.Screw; Line 9-10 by join of stns, resultant brg / dist = deed vide RP176818.
- Line 12-10 by join of stns, resultant brg/dist = deed vide RP176818 and excess 12mm vide RP41498.
- Stn 11 fixed by proportion between stns 10 & 12 on line 10-12, resultant dist 10-11 = excess 5mm & 11-12 = excess 6mm. Consideration given to maintaining parallel relationship of line 5-8, but this results in shortage between stns 10-11.
- Line 4-11 by join of stns, resultant dist = excess 19mm and brg = -3'10".



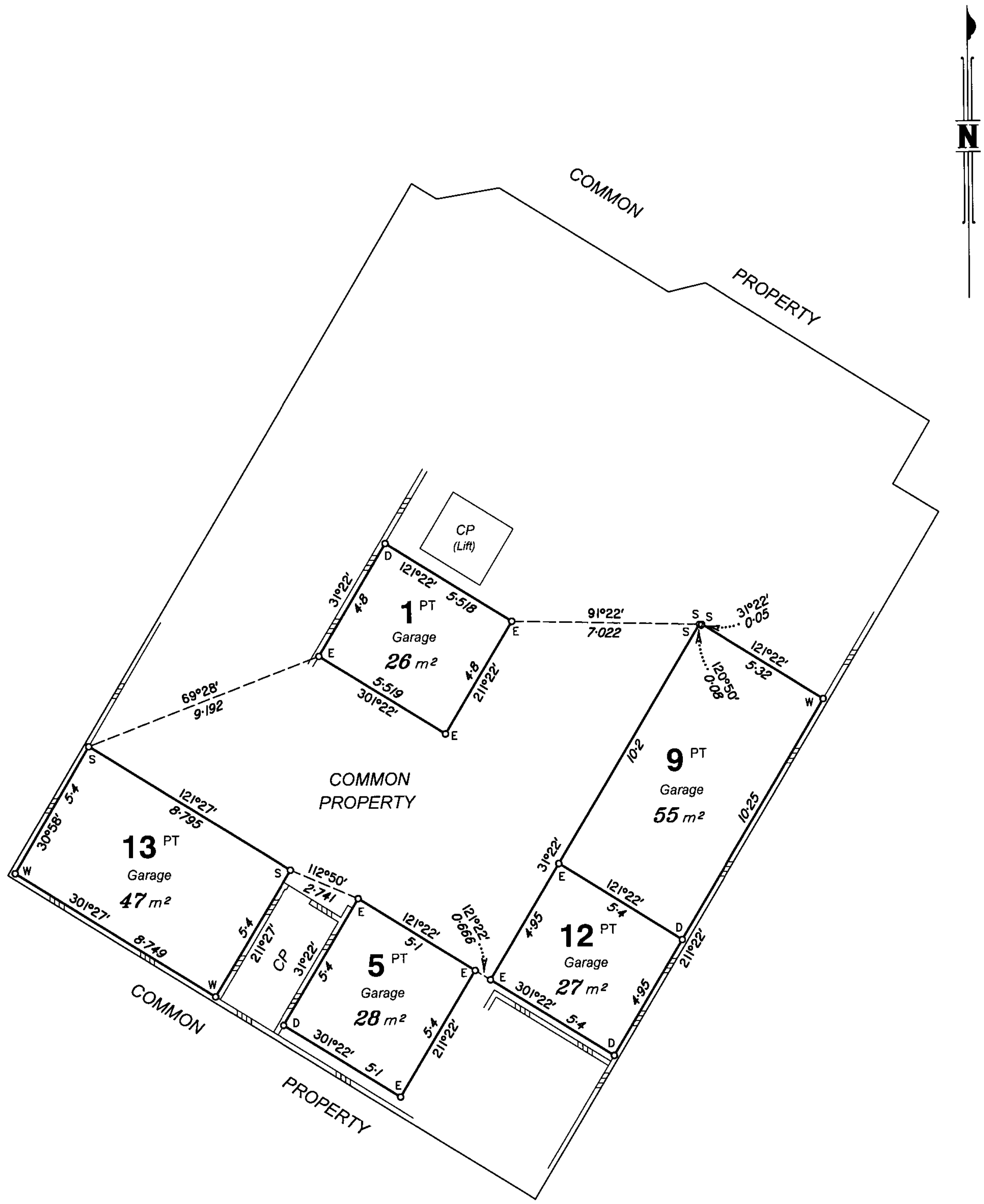
C Denotes corner of column
D Denotes Drill Hole placed in face of concrete wall
E Denotes Drill Hole placed in concrete
W Denotes corner of concrete wall

LEVEL A
(BASEMENT 2)
SCALE 1:150

Scale 1:150 - Lengths are in Metres.

Insert Plan Number SP286767

ADDITIONAL SHEET



D Denotes Drill Hole placed in face of concrete wall
E Denotes Drill Hole placed in concrete
S Denotes corner of steel post
W Denotes corner of concrete wall

LEVEL B

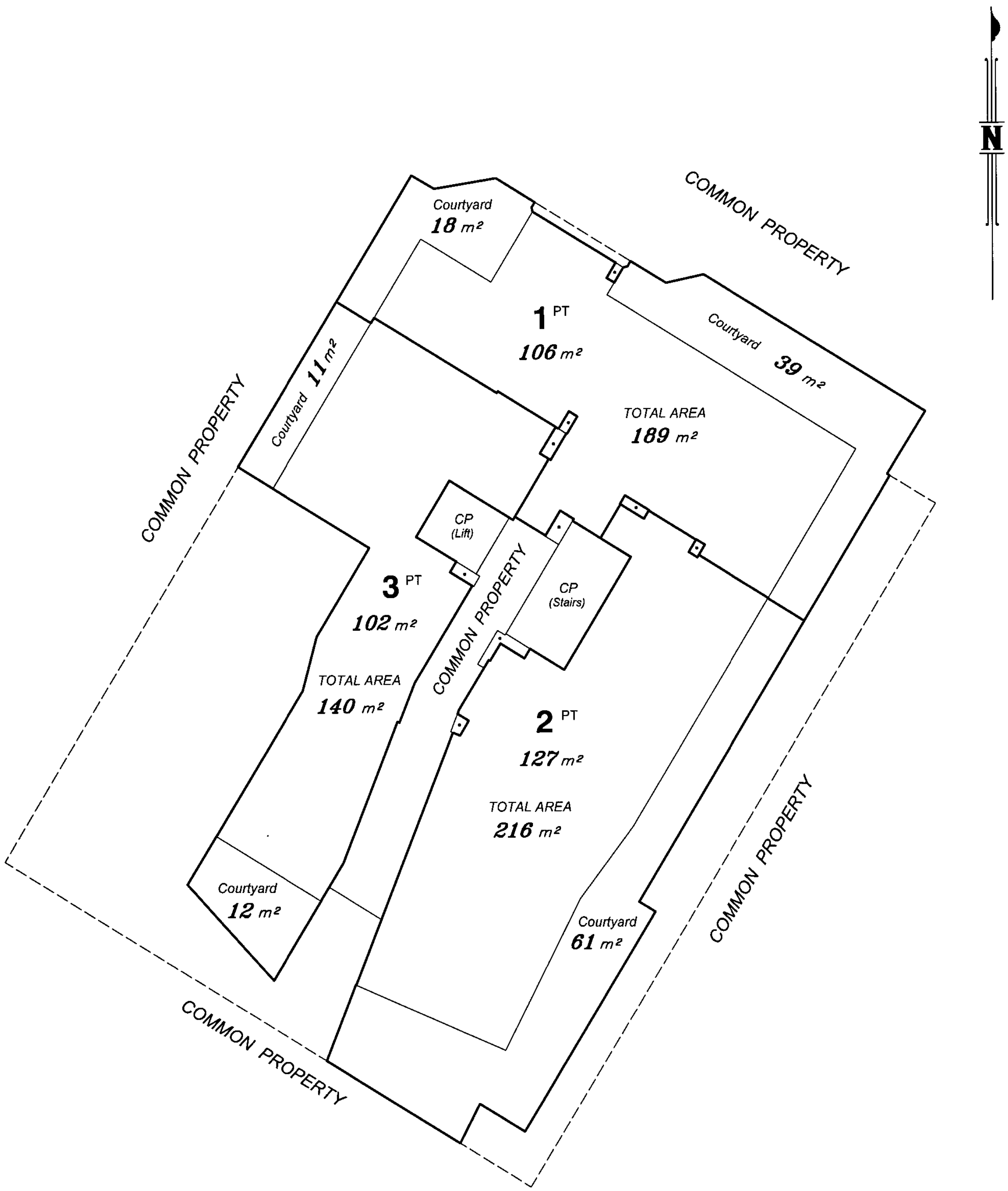
(BASEMENT 1)

SCALE 1:150

Scale 1:150 – Lengths are in Metres.

Insert Plan Number SP286767

ADDITIONAL SHEET



--- *Denotes Outline of Level Below*

⊡ *Denotes Common Property (duct)*

LEVEL C

(GROUND FLOOR)

SCALE 1:150

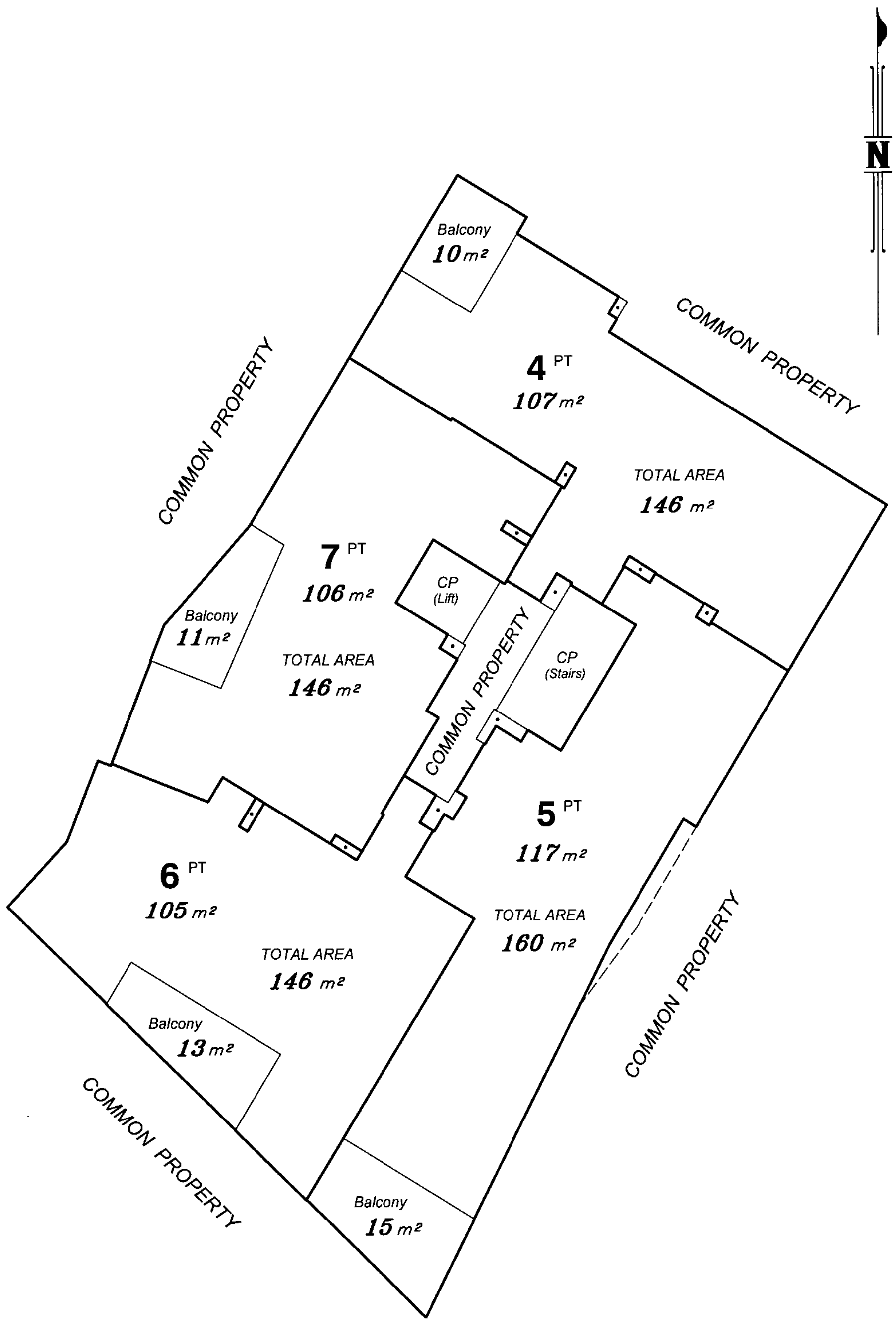
Scale 1:150 – Lengths are in Metres.

2 0 2 4 6 8 10 12 14 16 18 20 22
0 50 mm 100 mm 150 mm

Insert Plan Number SP286767

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

ADDITIONAL SHEET



LEVEL D
(FLOOR 1)
SCALE 1:150

--- *Denotes Outline of Level Below*

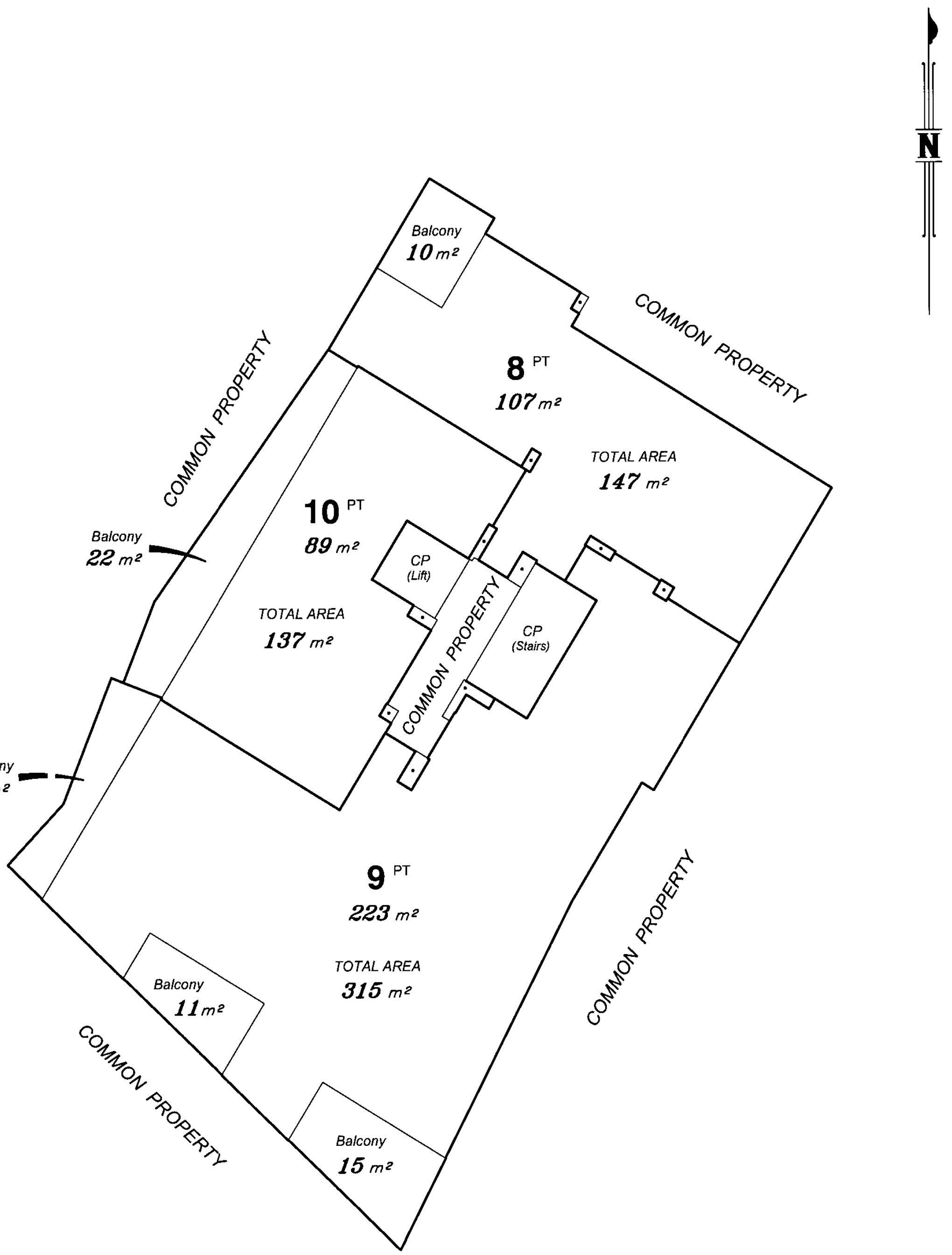
⊡ *Denotes Common Property (duct)*

Scale 1:150 – Lengths are in Metres.

2 0 2 4 6 8 10 12 14 16 18 20 22
0 50 mm 100 mm 150 mm

Insert Plan Number SP286767

ADDITIONAL SHEET



LEVEL E

(FLOOR 2)

SCALE 1:150

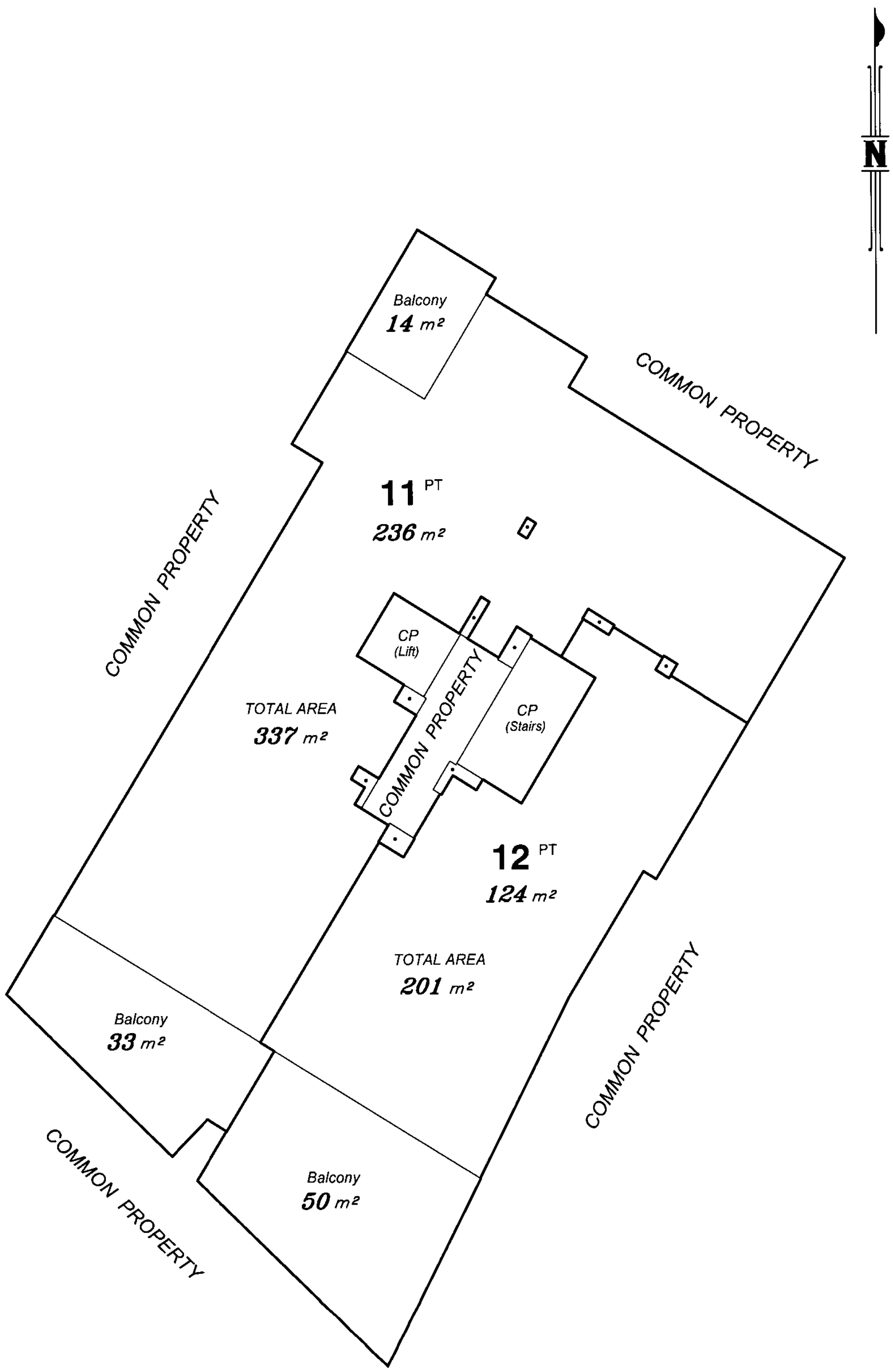
⊡ *Denotes Common Property (duct)*

Scale 1:150 - Lengths are in Metres.

2 0 2 4 6 8 10 12 14 16 18 20 22

0 50 mm 100 mm 150 mm

Insert Plan Number SP286767



LEVEL F

(FLOOR 3)

SCALE 1:150

⊡ *Denotes Common Property (duct)*

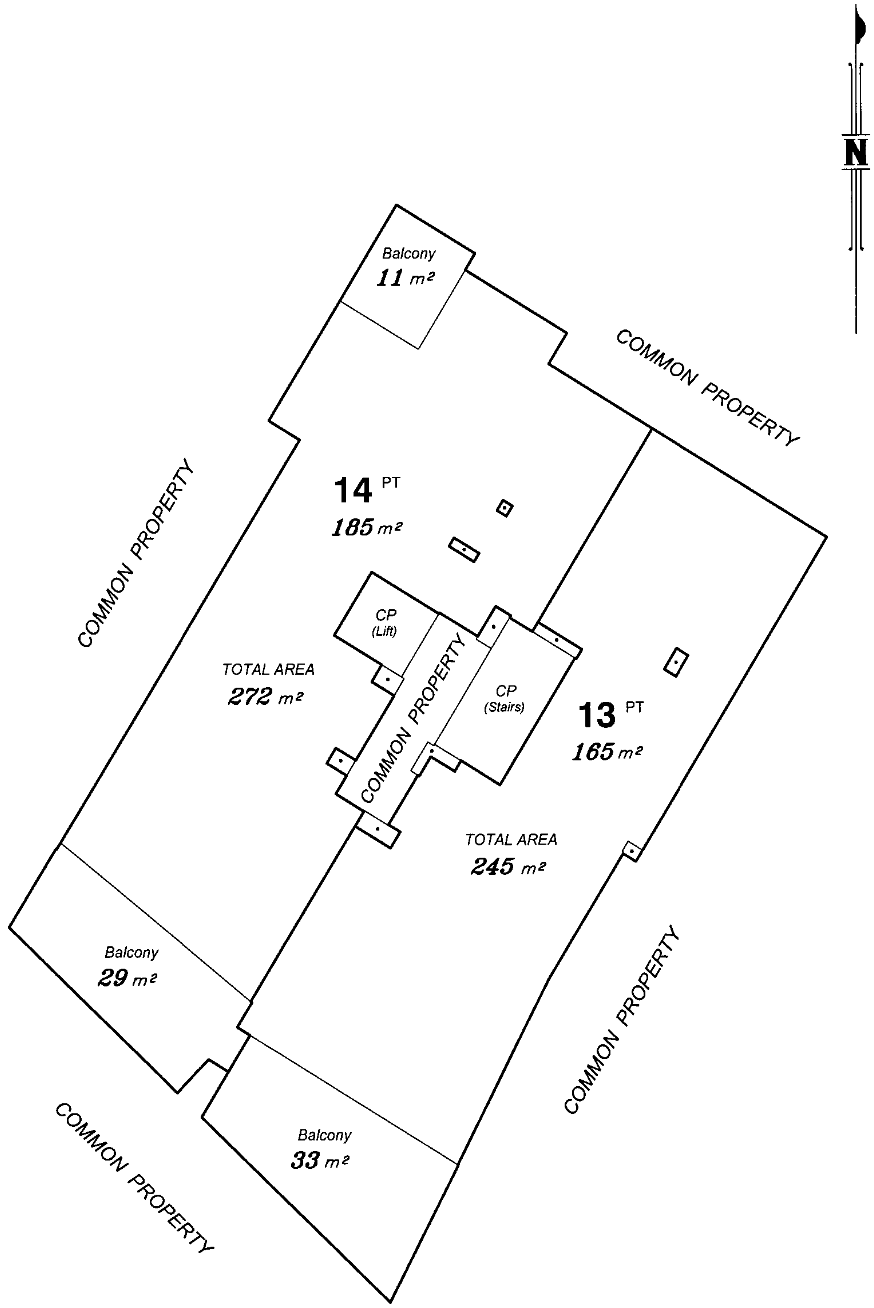
Scale 1:150 – Lengths are in Metres.

2 0 2 4 6 8 10 12 14 16 18 20 22

0 50 mm 100 mm 150 mm

Insert Plan Number SP286767

ADDITIONAL SHEET



LEVEL G

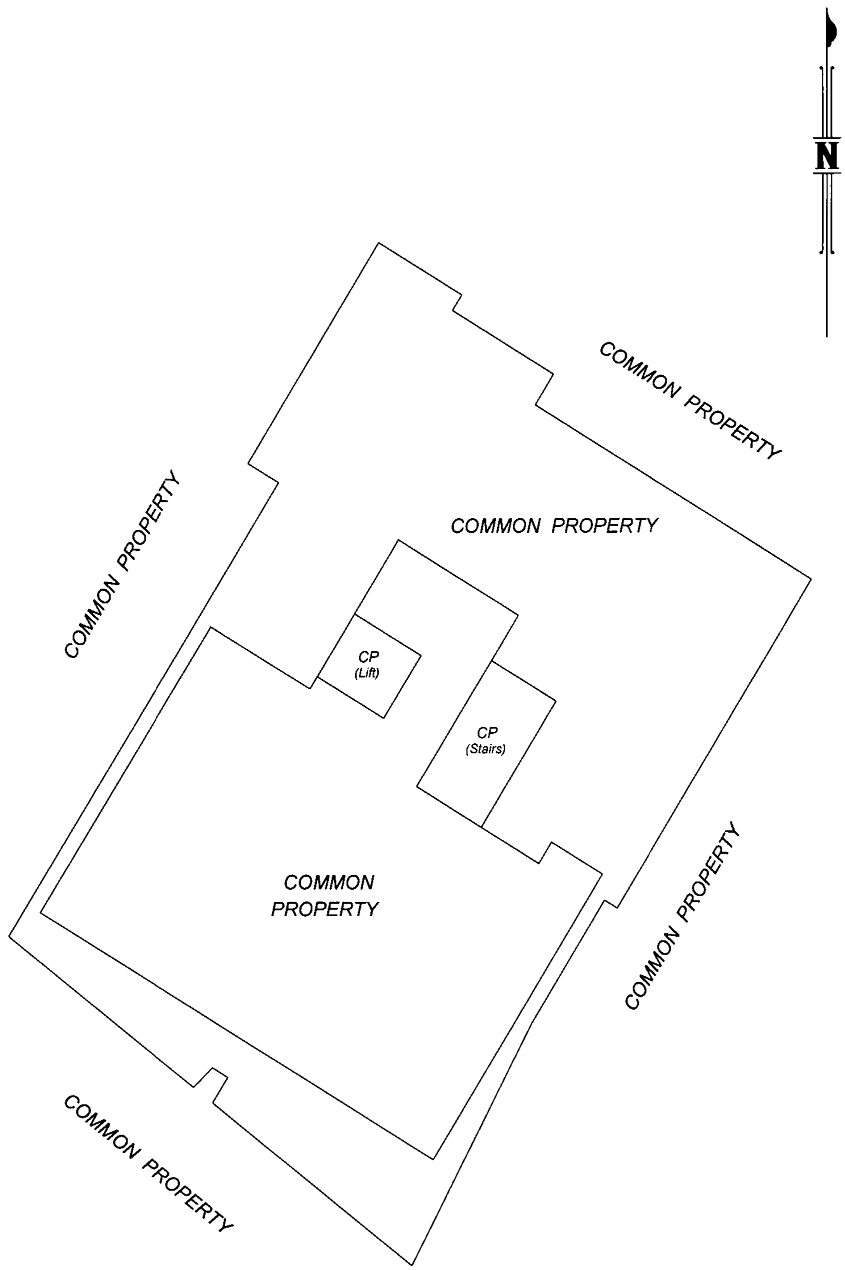
(FLOOR 4)

SCALE 1:150

⊡ *Denotes Common Property (duct)*

Scale 1:150 – Lengths are in Metres.

Insert Plan Number SP286767



LEVEL H

(FLOOR 5)

SCALE 1:150

Scale 1:150 - Lengths are in Metres.

Insert Plan Number **SP286767**

Request No: 55668370

Scheme Name: THE MAXWELL NEW FARM COMMUNITY TITLES SCHEME 51751

Body Corp. Addr: PO BOX 76
CLAYFIELD QLD
4011

COMMUNITY MANAGEMENT STATEMENT No: 51751

Title	Lot	Plan
51153078	CP	SP 286767
51153079	1	SP 286767
51153080	2	SP 286767
51153082	4	SP 286767
51153083	5	SP 286767
51153084	6	SP 286767
51153085	7	SP 286767
51153086	8	SP 286767
51153087	9	SP 286767
51153088	10	SP 286767
51153090	12	SP 286767
51153091	13	SP 286767
51153092	14	SP 286767
51162245	3	SP 306155
51162246	11	SP 306155

COMMUNITY MANAGEMENT STATEMENT Dealing No: 719041135

** End of CMS Search Statement **

Requested By: D-ENQ INFOTRACK PTY LIMITED

18

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

GENERAL REQUEST

FORM 14 Version 4
Page 1 of 1

719041135

$91.00
12/10/2018 09:32

TE 470

Duty Imprint

1. Nature of request
Request to Record New Community Management Statement for The Maxwell New Farm community titles scheme 51751

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

Lodger Code
711

2. Lot on Plan Description
Common Property of The Maxwell New Farm Community Titles Scheme 51751

Title Reference
51153078

3. Registered Proprietor/State Lessee
Body Corporate for The Maxwell New Farm community titles scheme 51751

4. Interest
Not applicable

5. Applicant
Body Corporate for The Maxwell New Farm community titles scheme 51751

6. Request
I hereby request that the new Community Management Statement deposited herewith, which amends Item 4, Schedule A and Schedule D of the existing Community Management Statement be recorded as the Community Management Statement for The Maxwell New Farm community titles scheme 51751

7. Execution by applicant

Execution Date
11/10/18

Applicant Solicitor's Signature
Michael Paul Owens

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

~~FIRST~~/NEW COMMUNITY MANAGEMENT STATEMENT

51751

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

The Maxwell New Farm community titles scheme 51751

2. Regulation module

Standard Module

3. Name of body corporate

Body Corporate for The Maxwell New Farm community titles scheme 51751

4. Scheme land

Lot on Plan Description	Title Reference
Common Property of The Maxwell New Farm CTS 51751	51153078
Lots 3 on SP 306155	to issue from 51153081 and 51153089
Lots 11 on SP 306155	to issue from 51153089

5. #Name and address of original owner

No applicable

6. Reference to plan lodged with this statement

SP 306155

first community management statement only

7. Local Government community management statement notation

H Nevin .... signed

Helen Nevin Senior Plan Sealing Officer Delegate .... name and designation

Brisbane City Council .... name of Local Government

8. Execution by original owner/Consent of body corporate

Rouge 21 Pty Ltd ACN 162 516 216 by its duly constituted attorney Jonathan James East, Partner of HWL Ebsworth Lawyers, under power of attorney no. 716145470

....

- Witness
Michael Paul Owens
Solicitor

24/9/18
Execution Date

Body Corporate for The Maxwell New Farm community titles scheme 51751

* Chairperson   * Secretary

....

***Execution**

THE MAXWELL NEW FARM BODY CORPORATE FOR THE 51751 The Common Seal of

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

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

The Maxwell New Farm community titles scheme 51751

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Applicable on establishment of The Maxwell New Farm community titles scheme.

Lot on Plan	Contribution Entitlement	Interest Entitlement
Lot 1 on SP 286767	690	568
Lot 2 on SP 286767	690	568
Lot 3 on SP 306155	665	412
Lot 4 on SP 286767	690	542
Lot 5 on SP 286767	690	595
Lot 6 on SP 286767	690	558
Lot 7 on SP 286767	690	530
Lot 8 on SP 286767	690	558
Lot 9 on SP 286767	840	1191
Lot 10 on SP 286767	665	426
Lot 11 on SP 306155	840	1291
Lot 12 on SP 286767	690	726
Lot 13 on SP 286767	690	1033
Lot 14 on SP 286767	690	1003
TOTAL	**9,910**	**10,001**

PRINCIPLES FOR DECIDING THE CONTRIBUTION LOT ENTITLEMENT FOR A LOT

1. The contribution schedule lot entitlements (**CSLE**) for lots in the community titles scheme have been decided using the equality principle.

2. The CSLE are not equal. It is just and equitable for lots 3 and 10 to have a lower CSLE than lots 1, 2, 4 to 9 and11 to 14 as they are smaller lots and have less of an impact on the maintenance of common property. It is also just and equitable for Lots 1, 2, 4 to 8 and 12 to 14 to have a lower CLSE than Lots 9 and 11 for the same reasons.

3. The difference in lot entitlements recognises that the factor stated in item 2 above does not impact on how much each lot should contribute to certain costs (such as secretarial fees, audit fees, printing, postage and outlays), but the structure of the scheme, and in particular the features and characteristics of the lots 3 and 11, being smaller lots, result in a lesser burden for those lots on some costs of the Body Corporate for repair and maintenance of the common property. Accordingly, it is just and equitable for lots 3 and 11 to have a lower CSLE to the other lots are then equal.

The Maxwell New Farm community titles scheme 51751

PRINCIPLES FOR DECIDING THE INTEREST LOT ENTITLEMENT FOR A LOT

The interest schedule lot entitlements for lots in the community titles scheme reflect the respective market values of the lots.

SCHEDULE B	EXPLANATION OF THE DEVELOPMENT OF SCHEME LAND

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

SCHEDULE C	BY-LAWS

1. Interpretation

These By-Laws are to be interpreted in accordance with the following rules:

(a) terms not defined in this CMS but defined in the BCCM Act have the meanings given to them in the BCCM Act.

(b) headings are for guidance only and are not to be used as an aid in interpretation.

(c) plurals include the singular and singular include the plural.

(d) reference to either gender includes a reference to the other gender.

(e) reference to the whole includes any part of the whole.

(f) 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.

(g) in any combination or list of options, the use of the word ***or*** is not used as a word of limitation.

(h) use of the word ***including*** and any similar expression is not used as a word of limitation.

(i) reference to a person includes a firm, a body corporate, an unincorporated association or an authority.

(j) 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.

(k) all By-Laws must be construed so as to be valid, legal or enforceable in all respects. If any By-Law is illegal, invalid or unenforceable it is to be read down to such extent as may be necessary to ensure that it is legal, valid or enforceable as may be reasonable in the circumstances so as to give a valid operation of a partial character. If any such By-Law cannot be read down it, is deemed void and is severed and the remaining By-Laws are not in any way affected or impaired.

2. Definitions

In this CMS, unless the contrary intention appears:

(a) **BCCM Act** means the *Body Corporate and Community Management Act 1997* and the Regulation Module applying to the Scheme.

The Maxwell New Farm community titles scheme 51751

(b) **Body Corporate** means the body corporate of the Scheme.

(c) **Breach** means any breach, potential breach or threatened breach by an Owner, Occupier or Invitee of:

(i) these By-Laws;

(ii) the BCCM Act;

(iii) any registered covenant, easement or other encumbrance over the Common Property.

(d) **By-Laws** means these by-laws.

(e) **CMS** means this community management statement.

(f) **Committee** means the committee of the Body Corporate appointed pursuant to the BCCM Act.

(g) **Common Property** means the common property of the Scheme (and includes any common property on further development of the Scheme).

(h) **Costs** includes any cost, charge, expense, outgoing, payment or other expenditure of any nature whatsoever, including where appropriate:

(i) legal fees on a solicitor and own client basis; and

(ii) the cost of rectifying any Breach, or making good any damage caused by a Breach.

(i) **Council** means Brisbane City Council.

(j) **Display Unit** means a Lot or Lots used to promote further sales of lots.

(k) **Invitee** includes a tenant, guest, servant, employee, agent, member of the family, contractor, customer, visitor, invitee or licensee of an Owner or Occupier.

(l) **Law** means any statute, rule, regulation, proclamation, ordinance or by-law or statutory instrument.

(m) **Lot** means a lot in the Scheme and includes all improvements constructed on or within a lot and any areas of Common Property which may be used by occupants of the lot under an exclusive use by-law allocation.

(n) **Lot Utility Infrastructure** means utility infrastructure which is not Common Property as contemplated by section 20(1)(b) of the BCCM Act.

(o) **Notice** means any notice in writing, statement in writing, any written material and any other written communication.

(p) **Occupier** means any occupier of a Lot and includes:

(i) the Owner (where the context requires, even if the owner is not in actual occupation of the Lot);

(ii) a mortgagee in possession;

(iii) a tenant or lessee (of a Lot or a part of a Lot) ; and

The Maxwell New Farm community titles scheme 51751

(iv) an occupier of a part of a Lot.

(q) **Original Owner** means Rouge 21 Pty Ltd ACN 162 516 216

(r) **Owner** has the meaning defined by the BCCM Act and includes the successors in title and assigns of the Owner.

(s) **Pets** means dogs, cats, birds and other animals normally kept as pets. Pets do not include exotic animals or other animals which are inappropriate for a residential development such as the Scheme, for example, farm animals, snakes or wildlife.

(t) **Scheme** means The Maxwell New Farm community titles scheme.

(u) **Scheme Land** means all the land contained in the Scheme.

(v) **Secretary** means the secretary of the Body Corporate.

3. Observance of By-Laws and Peaceful Enjoyment

3.1 Occupiers must observe and ensure that their Invitees observe these By-Laws.

3.2 Occupiers must not behave in a manner likely to interfere with the peaceful enjoyment of other Occupiers.

3.3 An Owner whose Lot is the subject of a tenancy or other occupancy arrangement must take all reasonable steps to ensure their Occupier observes these By-Laws.

3.4 An Owner must give a copy of these By-Laws to any Occupier of a Lot.

4. Throwing or Dropping Objects

Occupiers must not throw, drop or allow to throw any object or substance from their Lot or the Common Property in or onto another Lot or the Common Property or to outside of the Scheme.

5. Moving In / Out of Scheme

5.1 All moving of furniture and other materials in and out of the Scheme, regardless of size, must be booked through the manager or system of the Body Corporate.

5.2 Protective lift curtains must be used for all moves.

5.3 The main entry foyer of the Scheme must not be used for moving purposes, unless there is no other means available for moving purposes.

6. Vehicles

6.1 An Owner or Occupier of a Lot must not, without the Body Corporate's written approval:

(a) park a vehicle or allow a vehicle to stand on the Common Property; or

(b) permit an Invitee to park a vehicle or allow a vehicle to stand on the Common Property, except for the designated visitor parking which must remain available at all times for the sole use of visitor's vehicles.

6.2 An approval under sub-section 1 must state the period for which it is given, with the exception of designated visitor parking.

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6.3 However, the Body Corporate may cancel the approval by giving 7 days written notice to the Owner or Occupier, with the exception of designated visitor parking.

6.4 The Committee is empowered to remove, at the expense of the vehicle's owner, vehicles parked illegally on Common Property by towing or other means.

6.5 Vehicles parked within the Scheme must be kept clean and in a roadworthy condition.

7. Use of Lots

7.1 Subject to these By-Laws (including, without limitation, the rights of the Service Contractor and Letting Agent), Lots must be used only for residential purposes.

7.2 Lots must not be used:

(a) for any purpose that may cause a nuisance or hazard or is in any manner likely to interfere with the peaceful enjoyment of other Occupiers or any person lawfully using the Common Property;

(b) for any illegal or immoral purpose that will interfere with the good reputation of the Scheme; or

(c) for any purpose that may endanger the safety or good reputation of persons residing within the Scheme.

7.3 Occupiers may, providing that it is lawful to do so, carry out a home occupation or business from a Lot and may receive visitors for that purpose providing:

(a) the use does not conflict with the rights of any Service Contractor or Letting Agent under these By-Laws or otherwise appointed by the Body Corporate;

(b) the use is lawful and all necessary permits and insurances for the use are held;

(c) the use does not unreasonably interfere with the amenity of other Occupiers; and

(d) the Occupier obeys the reasonable directions and requirements of the Committee.

7.4 Residential lots must not, without the written permission of the Committee, store a flammable substance on the Lot unless the substance is used or intended to be used for domestic purposes.

7.5 Occupiers must not permit any auction sale to be conducted or to take place within their Lot.

8. Maintenance of Lots

Occupiers must:

(a) maintain and repair their Lot and keep it clean and free of rubbish and vermin so that it is not offensive in appearance to other Occupiers;

(b) keep accessible windows and glass clean; and

(c) ensure that all balconies and terraces forming part of their Lot do not leak resulting in water escaping into other Lots or Common Property.

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9. Alteration to Lots

9.1 Lots must not be altered in any way without the prior approval in writing of the Committee. The Committee must not unreasonably withhold its consent to an alteration, and may give its consent subject to reasonable conditions.

9.2 No approval is necessary for minor maintenance of the internal area of the Lot such as painting of internal walls and replacement of carpet providing that the colours of such finishes visible from outside of the Lot are in keeping with the colours used in the Scheme generally.

9.3 An Owner must submit plans and specifications and any other details required by the Body Corporate to the Committee in respect of any proposed alterations.

9.4 No alteration to a Lot is to be made unless all necessary Council and other approvals have first been obtained by the Owner.

9.5 For avoidance of doubt, Owners must not install hard floor finishes of their Lots without approval in writing of the Committee which may be given subject to conditions. The Committee in giving any such approval must seek to procure that the floor finishes installed minimise the transfer of noise from floor to floor within the Scheme.

9.6 This By-law does not apply to any lots within the Scheme which may be used for retail and/or commercial purposes. Those lots are entitled to make alterations to the lot providing the Owner has first obtained all necessary Council and other approvals to the alteration and are in accordance with the standard and general appearance of the Scheme.

10. Appearance of Lots

10.1 The purpose of this By-Law is to ensure that the Scheme remains at all times visually uniform, tidy in appearance and includes garden areas and plants which are compatible and conform with the landscaping of the Scheme generally.

10.2 Unless approved in writing by the Committee, an Occupier must not:

(a) hang any washing, bedding or other articles;

(b) display any sign, banner, advertisement or similar articles;

(c) use any part of the Lot for storage;

(d) keep any oversized plants (as determined by the Committee); and

(e) install any aerials, receivers or the like,

if visible from outside of the Lot.

10.3 An Occupier must not hang curtains or blinds, apply window tinting or install screens or similar devices which are visible from outside of the Lot unless it is of a white or cream backing or otherwise in compliance with any pre-approved specifications or otherwise first approved in writing by the Committee. The Committee must have regard to the purpose of this By-Law in giving any approval.

10.4 Occupiers (and if the Lot is vacant, Owners) must regularly clear the post box for the Lot.

10.5 An Occupier of a Lot which contains any garden area or feature plants must maintain that area or plants so as to achieve the purpose of this By-Law.

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10.6 An Occupier of a Lot must maintain any external sliding screen on any doorway of their Lot so as to achieve the purposes of this By-Law.

11. Inspection of Lots

11.1 Occupiers must permit, (upon 3 days Notice, other than in an emergency when no notice is required) representatives of the Body Corporate access to or through their Lot to:

(a) access Common Property for any reason;

(b) read any meter, conduct inspections or test any equipment;

(c) trace and repair any leakage or defect in equipment; and

(d) maintain any equipment.

11.2 If an Occupier does not permit access, the Body Corporate may effect entry and will not be liable for any damage occasioned in effecting the entry.

11.3 The Body Corporate, in exercising its powers under this By-Law, will ensure that it causes as little inconvenience to the Occupier as is reasonable in the circumstances.

12. Behaviour of Occupiers and Invitees

12.1 All persons within the Scheme;

(a) must not make or permit any noise likely to unreasonably interfere with the peaceful enjoyment of other persons;

(b) must take all practical means to minimise annoyance to others including by closing doors, windows and curtains;

(c) leaving of entering after 11.00 pm must do so quietly; and

(d) must be appropriately dressed when visible from Common Property, other Lots or outside the Scheme.

13. Insurance

13.1 Residential Lots must not bring on to, do or keep any thing in or on their Lots which may increase the rate of insurance of the Scheme or which may conflict with the laws relating to fires or any insurance policy for the Scheme or the regulations of any public authority.

13.2 Retail and commercial Lots are responsible for payment of any additional public liability insurance premium which is attributable to the use of their Lot for retail or commercial purposes.

14. Garbage Disposal

14.1 Garbage must:

(a) be kept in a clean and dry garbage receptacle within a Lot or on Common Property areas designated for keeping garbage;

(b) be disposed in a manner that will not adversely affect the health, hygiene or comfort of other persons; and

(c) not be deposited on the Common Property.

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14.2 The Body Corporate may devise and adopt a garbage storage and removal system from time to time which must be complied with by Occupiers. If required, any such system must be first approved by the relevant authority waste services division.

14.3 The Body Corporate must give and is empowered to give any indemnities in favour of Council or other authority to facilitate the removal of garbage including in relation to damage caused to improvements and infrastructure by garbage removal vehicles.

15. Keeping of Pets

15.1 Occupiers keeping Pets must comply with the following conditions, as applicable to the Pet:

(a) Pets must wear an identification tag, tattoo or micro chip;

(b) if required by law to be licensed or registered, Pets are licensed or registered;

(c) clean and remove any mess left on Common Property by any Pet under their control;

(d) ensure that Pets are appropriately restrained while on Common Property;

(e) ensure Pets are at all times kept clean, quiet, controlled and within their Lot;

(f) Pets are not allowed in the recreation area; and

(g) a maximum of 2 Pets are permitted within a Lot at any time.

15.2 If an Occupier fails to comply with the conditions in sub-clause 1, the Occupier must remove a Pet from the Scheme if directed by the Committee.

15.3 Occupiers mentioned in section 5 of the *Guide, Hearing and Assistance Dogs Act 2009 (Qld)* have the right to be accompanied by a guide dog while within the Scheme.

15.4 Animals which are not Pets may not be kept within the Scheme.

16. Broadband Infrastructure

Each Owner and Occupier:

(a) grants to NBN Co Limited (or any other supplier of broadband network fibre infrastructure from time to time) (**Network Supplier**) an exclusive licence to use the relevant utility infrastructure relating to broadband fibre optic network while that party supplies the broadband fibre optic network to the Scheme, which licence may be the subject of a sub-licence or transfer to another party at the discretion of the Network Supplier;

(b) must maintain and repair the relevant utility infrastructure relating to broadband fibre optic network in a timely manner or within such time as notified by the Network Supplier;

(c) must ensure that the minimum spatial requirements between the utility infrastructure and any third party infrastructure are adhered to while the broadband fibre optic network supplied by the Network Supplier in located within the relevant utility infrastructure; and

(d) agrees to:

(i) give reasonable assistance to the Network Supplier in issuing notices under the Telecommunications Act and the Telecommunications Code of Practice;

The Maxwell New Farm community titles scheme 51751

(ii) waive its rights to receive notice under the Telecommunications Act in relation to the power to inspect land, install a low impact facility or maintain a facility; and

(iii) if requested by the Network Supplier, confirm and agree to the matters set out in this By-Law in a form reasonably satisfactory to the Network Supplier.

17. Various matters concerning Common Property

17.1 Washing of vehicles must only occur in designated areas.

17.2 Bicycles must only be stored in bicycle racks provided by the Body Corporate and must be locked to prevent theft. Bicycles may only be brought into and out of the Scheme by way of the carpark entry.

17.3 Occupiers must not:

(a) interfere with the lawful use of the Common Property;

(b) interfere with the use of access ways on the Common Property or any easement giving access to or through the Common Property;

(c) use Common Property facilities for any purpose for which they were not intended for use;

(d) alter, operate, damage or in any way deface any structure that forms part of the Common Property or any Body Corporate asset without the written consent of the Committee; or

(e) not at any time smoke cigarettes or any other substance whilst on Common Property.

17.4 Occupiers must give Notice to the Body Corporate of any accident which occurs or arises out of or relates to Common Property.

17.5 No auction sales are to be conducted upon the Common Property without the prior written permission of the Committee.

18. Lot Utility Infrastructure located on Common Property

18.1 Lot Utility Infrastructure may, subject to consent of the Committee, be located on Common Property such as roof top areas. No consent is required for Lot Utility Infrastructure which is installed by a the Original Owner.

18.2 Owners are responsible for:

(a) the repair, maintenance and replacement of: and

(b) any loss or damage to,

Lot Utility Infrastructure.

18.3 The Body Corporate must allow access to service contractor of Owners to the area of Common Property where the Lot Utility Infrastructure is located at all reasonable times and upon reasonable notice to enable Owners to comply with this By-law.

19. Security System

19.1 Windows and external doors in Lots must be locked when nobody is in the Lot.

The Maxwell New Farm community titles scheme 51751

19.2 The Body Corporate may provide a security key and access control system (security system) regulating access to and within the Scheme. This security system may restrict access to floors of any building that only contain other Lots.

19.3 Under the security system, the keys and access controls provided for individual Lots will allow access to:

(a) the Scheme; and

(b) the floor containing the individual Lot to be accessed by the Occupant entitled to access the Lot;

(c) the car park; and

(d) some facilities in the Common Property.

19.4 The following rules apply to the security system:

(a) the Body Corporate must supply keys or the code to each Owner;

(b) the Body Corporate need not supply any additional or replacement keys unless you pay the costs of those keys;

(c) the Body Corporate must be notified of any lost keys as soon as possible;

(d) the Body Corporate must cancel keys that are reasonably believed to be lost;

(e) each Occupant must comply with the security system, including closing doors and gates; and

(f) Occupants must not do anything that may affect the operation of the security system.

19.5 The Body Corporate may also provide keys and access controls to its employees and contractors. The access given to employees and contractors must be limited to the needs of their jobs.

20. Exclusive Rights of Caretaker and Letting Agent

20.1 While a party holds an authorisation from the Body Corporate to act as a letting agent for the Scheme (**Letting Authorisation**), that party may conduct a letting and selling agents business from the Scheme (including from within any Lot in the Scheme) to the exclusion of all others.

20.2 While a service contractor is engaged by the Body Corporate to manage and maintain the Common Property (**Caretaking Engagement**), that service contractor may provide its services to the Body Corporate (in accordance with the terms of that engagement) to the exclusion of all others.

20.3 The authorised or engaged party may affix and display on the Common Property such signs and advertisements as may be reasonably required by it in the performance of its duties and in the exercise of its rights under any authorisation or engagement.

20.4 Whilst a party holds a Letting Authorisation or Caretaking Engagement (**Agreements**), the Body Corporate will not:

(a) directly or indirectly provide any of the services set out in the Agreement;

(b) permit any person, including its staff to carry on or render or be concerned in any business which competes with the business carried on under the Agreements;

The Maxwell New Farm community titles scheme 51751

(c) enter into with any other person an agreement, authority or appointment which is similar to the Agreements; and

(d) make any part of the Common Property available to any person for the purpose of conducting any business which competes with the business carried on under the Agreements.

21. Display Unit and Promotional Functions

Despite anything else in these By-Laws, the Original Owner may:

(a) use or permit any Lot to be used, for the purposes of a Display Unit; and

(b) erect or permit signage to be erected within the Scheme (provided this complies with all laws); and

(c) carry out promotional and marketing functions from the Common Property (but must minimise the disturbance to Occupiers in doing so).

22. Exclusive Use Areas and Assets

22.1 Exclusive use areas

For this By-law, an exclusive use area is a part of the Common Property or a Body Corporate asset for which exclusive use rights or other special rights are given to the occupier of a Lot.

22.2 Rights attach to Lots

The rights given in this By-law attach to the relevant Lots.

22.3 Specified rights of exclusive use

The occupiers of the Lots set out in Schedule E (if any):

(a) have the exclusive use of the exclusive use areas respectively identified in Schedule E; and

(b) may use those exclusive use areas for the purposes specified in Schedule E and if no purpose is specified, for a purpose that is appropriate to the exclusive use area and ancillary to the use of the Lot to which the rights are attached.

22.4 Exclusive use allocations and reallocations

(a) The Original Owner for the Scheme is authorised to allocate to Lots the exclusive use of the following parts of the Common Property or Body Corporate assets that are not subject to existing exclusive use rights:

(i) areas that are constructed as car parks, for use as exclusive use car parks for the benefit of the Lots to which the areas are respectively allocated;

(ii) areas that are constructed as storage areas, for use as storage areas for the benefit of the Lot to which the areas are respectively allocated;

(iii) areas that are constructed as individual secure bicycle storage, for use as exclusive use bicycle storage for the benefit of the Lots to which the areas are respectively allocated;

The Maxwell New Farm community titles scheme 51751

(iv) areas external to Lots that are constructed as courtyards, forecourts, lift lobbies, terraces, dining areas and similar areas (External Areas) that:

(A) are adjoining or adjacent to the Lot to which they are allocated; and

(B) are able to be exclusively used for one Lot without materially restricting the ability of a person to enter another Lot

and these areas may be used as an extension of the permitted use of Lot for which the exclusive use is granted.

(b) To make allocations under this By-law, the Original Owner must give the Body Corporate:

(i) a written notice that states the Lots for which exclusive use areas are to be allocated and the exclusive use areas to be respectively allocated for the exclusive use of those Lots;

(ii) if necessary, a plan showing the relevant exclusive use areas, which may, but need not be, a compilation plan showing existing and future exclusive use areas; and

(iii) written consent to the allocations from the registered owner(s) of the relevant Lots.

(c) The Original Owner can make allocations under this By-law any number of times and at all times allowed under the BCCM Act.

(d) Lot owners may agree to reallocate exclusive use areas in the way allowed under the BCCM Act.

(e) Exclusive use rights allocated to a Lot may be revoked by the Original Owner or the Committee of the Body Corporate with the consent in writing of the owner of the relevant Lot.

(f) Anything that the Original Owner may do under this sub-clause 4 may also be done by the agent of the Original Owner (which for avoidance of doubt may include an agent holding a power of attorney from the Original Owner to do the things under this By-law that may be done by the Original Owner).

22.5 Recording allocations, reallocations and revocations

(a) If exclusive use areas are allocated or reallocated or an allocation is revoked then:

(i) the Body Corporate must take all steps required to formalise the authorised allocations and agreed reallocations and revocation of allocations; and

(ii) the new community management statement to record allocations and reallocations must show the allocations and reallocations in Schedule E and must specify the particular purpose that applies to the exclusive use area (which is "External Area ancillary to the Lot" for areas allocated under sub-clause 4(a)(iv)).

(b) The Lot owners who agree a reallocation are responsible for registering the new community management statement required to record the reallocation (unless the new statement will include other changes) and must pay the registration fees and the Body Corporate's costs of the preparation of the new statement.

The Maxwell New Farm community titles scheme 51751

22.6 Other matters about exclusive use areas

(a) Exclusive use car parks may only be used for parking bicycles, registered cars, registered utility vehicles, registered motorcycles, boats on registered trailers, registered box trailers and registered four wheel drive vehicles.

(b) A vehicle or trailer must not be parked in a car park unless all parts of the vehicle or trailer are within the exclusive use area.

(c) A person may not install a storage cage within an exclusive use car park or make other improvements to an exclusive use area without prior written consent from the Body Corporate. However, a person whose Lot has the exclusive use of an External Area with a garden may treat that garden as if it were part of the Lot and the plants and other garden items in it the property of the Lot owner.

(d) A person must not carry out any maintenance or repair work or external cleaning on a bicycle, vehicle or trailer while it is in an exclusive use car park. However, emergency repairs are permitted to the extent they are required to make a vehicle or trailer mobile.

(e) An exclusive use storage area may not be altered, or configured, or goods stored in a way that impedes mechanical ventilation or prejudices fire services in the relevant area.

(f) The Body Corporate is entitled to pass through an exclusive use car park or storage area where necessary to obtain access to a part of the Common Property.

23. COUNCIL MANDATED CONDITIONS

The development approval for the Scheme requires that this Community Management Statement contain By-Laws as set out in this Part.

IMPORTANT NOTICE – the Seller may not yet have obtained all approvals required for the Scheme. Set out below are conditions that the Seller anticipates may be required to be included in this Community Management Statement or otherwise brought to the attention of the Buyer. The Seller, in order to comply with or to correctly bring the attention of the Buyer to the conditions of any approval once obtained, may make variations and omissions to the draft conditions below. We direct the attention of the Buyer to the Contract Terms in this regard.

CONDITION	
10	**Balconies and Terraces: Balustrades, Walls and Screens** All balconies and terraces shown on the approved DRAWINGS AND DOCUMENTS, must remain unenclosed with no shutters, glazing, louvres or similar permanent fixtures.
27(a)	**Indemnify Council** The owner and any subsequent owner must indemnify Council and its agents in respect of any damage to the pavement and other driving surfaces.
27(b)	**Notify Future Owner** The owner must notify any future owner/body corporate that the development has been approved on the basis that an indemnity must be provided for refuse collection vehicles to enter the property.

The Maxwell New Farm community titles scheme 51751

SCHEDULE D	ANY OTHER DETAILS

Statutory Easements

Lots affected by statutory easements are as follows:

Lots on Plan or Common Property	Statutory Easement
Lots 1 - 2, 4 - 10, 12 - 14 & Common Property on SP 286767 Lots 3 and 11 on SP306155	Support
Lots 1 - 2, 4 - 10, 12 - 14 & Common Property on SP 286767 Lots 3 and 11 on SP306155	Utility Services and Utility Infrastructure
Lots 1 - 2, 4 - 10, 12 - 14 & Common Property on SP 286767 Lots 3 and 11 on SP306155	Shelter
Not applicable	Projections
Not applicable	Maintenance of building on or close to boundary

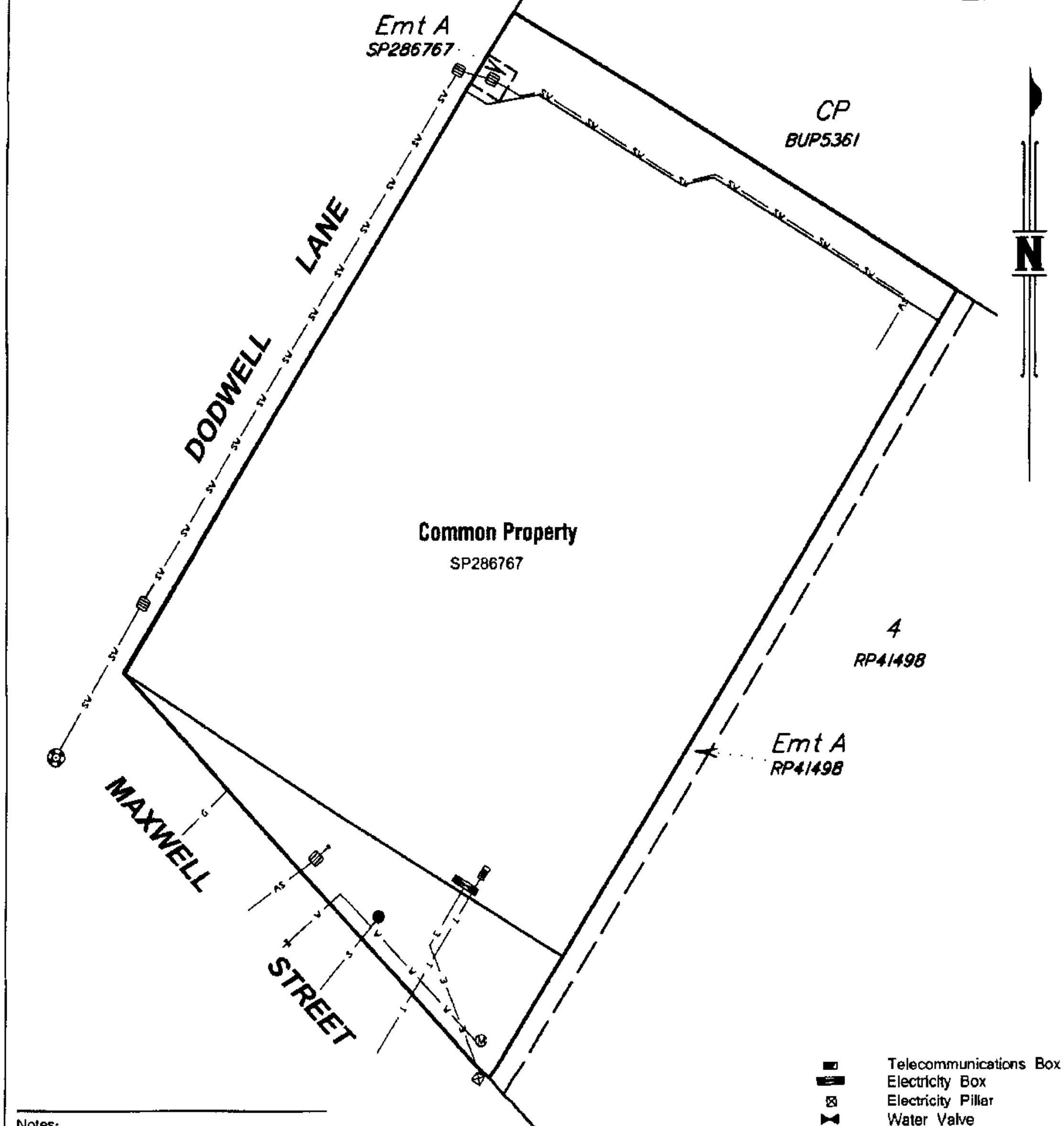
Services Location Diagrams

The location of the current service easements are as follows:

Lots and / or Common Property affected	Service Easement	Service Location Diagram
Common Property	gas, telecommunications, stormwater, sewerage, electricity & water	SLD

THE MAXWELL NEW FARM COMMUNITY TITLES SCHEME

"SLD"



Notes:
This Service Location Diagram indicates the existance of services in accordance with s.70 of the BCCM Act.

Service shown may have been compiled from design plans and not verified by field observations.

The exact location of services must be confirmed by a qualified service locator prior to any excavation.

▬	Telecommunications Box
▬	Electricity Box
⊠	Electricity Pillar
⧓	Water Valve
⊗	Water Meter
●	Sewer Manhole
▤	Stormwater Pit
⊕	Stormwater Manhole
—— V ——	Water
—— S ——	Sewerage
—— E ——	Electricity
—— SV ——	Stormwater
—— RW ——	Roofwater
—— G ——	Gas
—— T ——	Telecommunications

WOLTER consulting group
Planning · Urban Design · Landscape · Environment · Surveying

Scale 1:250 @ A4
Lengths are in Metres.
2 0 2 4 6 8 10

Service Location Diagram

over part of Common Property of SP286767

THE MAXWELL NEW FARM CTS 51751

Local Authority: Brisbane City
Locality: New Farm

Surveyor: T.Wolski

Date Drawn	Sheet	No
07-06-2018	1	1

Drawing Number	Version
SB3147-03	C

The Maxwell New Farm community titles scheme 51751

SCHEDULE E	ALLOCATION OF EXCLUSIVE USE AREAS

Not applicable.

UrbanUtilities

Urban Utilities
ABN 86 673 835 011

Water and Sewerage Quarterly Account

Account Enquiries 13 26 57
Faults and Emergencies 13 23 64
www.urbanutilities.com.au

QUUR75_A4B/E-1/S-1/I-1/
MR PIERRE-AXEL PAOLI
UNIT 8
40 MAXWELL ST
NEW FARM QLD 4005

Customer reference number	10 1104 2596 0000 3
Bill number	1104 2596 26
Date issued	20/11/2025
Total due	**$631.35**
Current charges due date	**29/12/2025**

Your water usage

Water usage (kL)	44
Days charged	165

Average daily water usage (litres)

Current period	88
Same period last year	523

Property Location: 8
40 MAXWELL STREET
NEW FARM 4005

Account Summary

Period 05/06/2025 - 16/11/2025

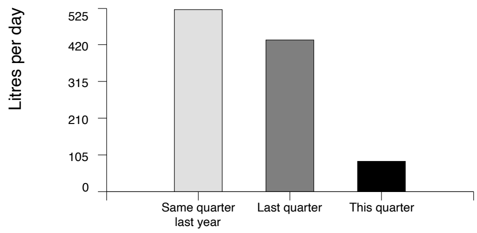
Your Last Account

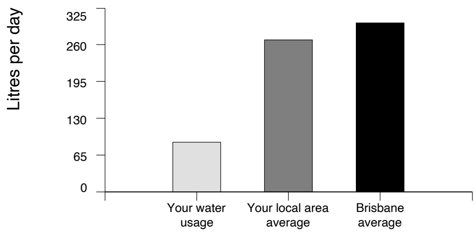
Amount Billed	$416.32
Amount Paid	$1,013.81CR

Your Current Account

Balance	$0.00
Current Charges	$631.35
Total Due	**$631.35**

If full payment is not received by the due date, simple interest (at an annual interest rate of 11%) will apply to each outstanding transaction.





BS0120

Payment options

Direct debit
To arrange automatic payment from your bank account, visit www.urbanutilities.com.au/directdebit

Telephone and internet banking – BPAY®
Contact your bank or financial institution to make this payment from your cheque, savings, credit card, debit or transaction account.
BPAY View® View and pay this bill using internet banking.
More info: www.bpay.com.au
® Registered to BPAY Pty Ltd ABN 69 079 137 518

Internet
Pay your account online using MasterCard or Visa credit card at www.urbanutilities.com.au/creditcard
Payment by credit card will incur a surcharge.
We accept Mastercard or Visa credit cards.

By phone
Call 1300 123 141 to pay your account using your MasterCard or Visa card.

Mail
Tear off this slip and return with your cheque payment to Queensland Urban Utilities PO Box 963, Parramatta, NSW 2124

In person
Pay in person at Australia Post with cash, cheque, money order, debit card or any branch of the Commonwealth Bank with cash or cheque.

Amount paid

Date paid

Receipt number

QUUR75_A4B/E-1/S-1/I-2

YOUR CHARGES for 05/06/2025 - 16/11/2025 (165 days)

Customer ref. no.	10 1104 2596 0000 3

8
40 MAXWELL STREET
NEW FARM 4005

Your meter readings

Serial Number	Read Date	Reading	Usage	Comment
ABG1706962	05/06/2025	690		
	29/08/2025	727	37kL	
ABG1706962	29/08/2025	727		
	17/11/2025	734	7kL	

Your usage was 44 kilolitres.

That's an average of 267 litres per day.

Water Usage

State bulk water price

State Bulk Water Charge 2024/25	11.32kL @ $3.444000/kL	$38.98
State Bulk Water Charge 2025/26	32.68kL @ $3.517000/kL	$114.93

Urban Utilities distributor-retailer price

Tier 1 usage 2024/25	11.32kL @ $0.915000/kL	$10.35
Tier 1 usage 2025/26	32.68kL @ $0.981000/kL	$32.05
	Subtotal	**$196.31**

Water Services

Urban Utilities water service charge

Water service charge 2024/25	26 days	$17.47
This charge is for the period 05/06/2025 to 30/06/2025		
Water service charge 2025/26	139 days	$96.46
This charge is for the period 01/07/2025 to 16/11/2025		
	Subtotal	**$113.93**

Sewerage Services

Urban Utilities sewerage service charge

Sewerage service charge 2024/25	26 days	$48.54
This charge is for the period 05/06/2025 to 30/06/2025		
Sewerage service charge 2025/26	139 days	$272.57
This charge is for the period 01/07/2025 to 16/11/2025		
	Subtotal	**$321.11**

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

Tear off slip and return with your cheque payment to PO Box 963, Parramatta, NSW 2124. See reverse for payment options.

UrbanUtilities

Water and Sewerage Account
In Person / Mail Payment Advice
Name: MR PIERRE-AXEL PAOLI

B PAY
Biller Code: 112144
Ref: 10 1104 2596 0000 3

BPAY® this payment via Internet or phone banking.
BPAY View® – View and pay this bill using internet banking.
To use the **QR code**, use the reader within your mobile banking app.
More info: www.bpay.com.au

CommonwealthBank Credit
Commonwealth Bank of Australia
ABN 48 123 123 124
240 Queen Street, Brisbane, QLD

Date / /

Cash

Cheques

Teller Stamp & Initials

Current charges due date
29/12/2025

*4001 101104259600003

POST billpay

For Credit **Urban Utilities**

Trans Code	User ID	Customer Reference No.	Total Due
831	066840	101104259600003	$ 631.35

+757+

Customer ref. no.	10 1104 2596 0000 3
8 40 MAXWELL STREET NEW FARM 4005	

Water usage	**$196.31**
Water services	**$113.93**
Sewerage services	**$321.11**
Your total charges 05/06/2025 - 16/11/2025	**$631.35**

NOTICE OF CONTRIBUTIONS
THE MAXWELL NEW FARM CTS 51751

Body Corporate and Community Management Act 1997 — ABN 21 589 056 420

Lot 8 40 Maxwell Street New Farm Qld 4005
Unit No 8

Date of Issue 03 February 2026
Contrib Ent. 690
Interest Ent. 558

Mr P Paoli
2 Cecil Road
ROSE BAY NSW 2029

Due Date	**15/01/26**
Payable on or before due date	**$5,761.24**
Payable after due date	$5,761.24

Account	Period	**Due Date**	Amount	Discount	**If Paid By**	Net Amount
Admin Fund	01/01/26 to 30/06/26	**15/01/2026**	3,346.50	0.00		3,346.50
Sinking Fund	01/01/26 to 30/06/26	**20/02/2026**	1,511.10	0.00		1,511.10
Insurances	01/01/26 to 30/06/26	**15/01/2026**	881.64	0.00		881.64
Payments Services and Other			22.00	0.00		22.00
Totals			5,761.24	0.00		**$5,761.24**

Please make cheques payable to: StrataPay plus your StrataPay Reference Number

IMPORTANT NOTICE - CASH PAYMENTS WILL NO LONGER BE ACCEPTED AT AUSTRALIA POST

Payment Options

Tel: 1300 552 311 Ref: 1536 9483 9	Telephone: Call this number to pay by credit card. International: +613 8648 0158 (charges apply).	VISA, MasterCard, American Express, Diners Club International
www.stratamax.com.au Ref: 1536 9483 9	Internet: Make credit card payments online (charges apply). Visit www.stratamax.com.au	
Direct Debit — www.stratapay.com/ddr Ref: 1536 9483 9	Direct Debit: Make auto payments from your credit card* or bank account. Visit stratapay.com/ddr to register *Credit card charges apply.	
B PAY — Biller Code: 74625 Ref: 1536 9483 9	BPay: Contact your participating financial institution to make a payment from your cheque or savings account using BPay. BPAY® Registered to BPAY Pty Ltd ABN 69 079 137 518	
Post Billpay — Billpay Code: 3599 Ref: 1536 9483 9	In Person: Present this bill in store at Australia Post to make cheque or EFTPOS payments.	
Make cheque payable to: StrataPay 1536 9483 9	Mail: Send cheque with this slip by mail to: StrataPay, Locked Bag 9 GCMC, Bundall Qld 9726 Australia	
EFT — BSB: 067-970 Acct No: 1536 9483 9 (Applies to this bill only)	Internet Banking - EFT: Use this BSB and Account Number to pay directly from your bank account in Australian Dollars (AUD). Account Name: StrataPay Bank: CBA, Sydney, Australia.	

STRATAPAY

StrataPay Reference
1536 9483 9

Amount	Due Date
$5,761.24	**15 Jan 26**

YULE STRATA PTY LTD
51751/02100008 Lot 8/8

Mr P Paoli
2 Cecil Road
ROSE BAY NSW 2029

*3599 153694839

BRISBANE CITY

Dedicated to a better Brisbane

BRISBANE CITY COUNCIL ABN 72 002 765 795

Rate Account

Mailing Code	EMAIL
Property Location	8/40 MAXWELL ST NEW FARM
Issue Date	3 Jul 2025

Bill number
5000 1048 4363 147

Bill number **including donation**
5800 1048 4363 147

Enquiries
(07) 3403 8888
24 hours 7 days

Account Period
1 Jul 2025 - 30 Sep 2025

500010484363147/E-1/S-1/I-1/H-6
MR PIERRE-AXEL PAOLI
2 CECIL RD
ROSE BAY NSW 2029

Donate to the Lord Mayor's Charitable Trust to help those in need

You can make a $15 donation to the Lord Mayor's Charitable Trust to support Brisbane's grass-roots charities.

Donations are tax deductible and can be made through your preferred rates payment method. A separate receipt will be issued by Council.

For more about the work of the Trust visit **lmct.org.au**

Council is fundraising for the Lord Mayor's Charitable Trust, a registered charity under the *Collections Act 1966*.

LORD MAYOR'S
CHARITABLE TRUST

The rates and charges set out in this notice are levied by the service of this notice and are due and payable within 30 days of the issue date.
Full payment by the Due Date includes Discount and/or Rounding (where applicable).

Payment assistance - If you would like to arrange a payment extension or a payment plan please contact Council on (07) 3403 8888.

Nett Amount Payable
$1,040.26 CR

Due Date
4 Aug 2025

Summary of Charges

Opening Balance	1,589.08 CR
Brisbane City Council Rates & Charges	485.92
State Government Charges	62.90
Gross Amount	1,040.26 CR
Discount and/or Rounding (where applicable)	0.00
Nett Amount Payable	1,040.26 CR
Optional Lord Mayor's Charitable Trust donation received by the Due Date	15.00

CREDIT BILL - PLEASE DO NOT PAY

Including Lord Mayor's Charitable Trust $15 donation

POST billpay
*439 580010484363147

B PAY
Biller Code: 319186
Ref: 5800 0000 5776 962
Amt: $15.00 by 4 Aug 2025

Excluding Lord Mayor's Charitable Trust $15 donation

POST billpay
*439 500010484363147

B PAY
Biller Code: 78550
Ref: 5000 0000 5776 962
Amt: $0.00 by 4 Aug 2025

Pay using your smartphone

Sniip
Google play
App Store

MR PIERRE-AXEL PAOLI

Due Date		**Gross Amount**	**Nett Amount**
4 Aug 2025	**50**	$1,040.26 CR	$1,040.26 CR

<0000000000> <004440> <500010484363147> >

Rating and rebate information

As a ratepayer, it is your responsibility to ensure that the charges and rating category are correct and matches your property's predominant use.

Rating information and Category - general rates are calculated based on the land valuation issued by the Queensland Government and the rating category of the property. Please refer to the rating category statement or visit brisbane.qld.gov.au/rating-categories for more information.

Change your contact details - It is important you advise Council of changes to your phone number, postal and email addresses by phone on 07 3403 8888 or visit brisbane.qld.gov.au/change-rates-contact-details to notify us online.

Rebates - Council offers a range of rates rebates, including pensioner, not for profit and owner occupier. Phone 07 3403 8888 or visit brisbane.qld.gov.au/rates-rebates for more information.

Interest - Compounding interest of 12.12% per annum will accrue daily on any amount owing immediately after the due date.

Payment options

Online
To pay online go to brisbane.qld.gov.au/pay-rates Payment is accepted by American Express, MasterCard or Visa credit card*. Minimum payment $10.

Direct Debit
Pay a nominated amount by Direct Debit transfer from your cheque or savings account. To apply please visit brisbane.qld.gov.au/pay-rates and complete the online form.

By Mobile
Download the Sniip app to your iPhone or Android device, create your account, select 'Scan to Pay Bills' and scan the circular QR code to pay now. *(Sniip is not available for iPads or tablets.)* Payment is accepted by American Express, MasterCard or Visa credit card*. Minimum payment $10.

Mail
Allow sufficient time for mail delivery as payment must be received on or before the due date to receive discount.

Return the bottom slip with cheque made payable to Brisbane City Council to:

Brisbane City Council
GPO Box 1434
BRISBANE QLD 4001

Telephone and Internet Banking - BPAY®
Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info: bpay.com.au
Minimum payment $10.
®Registered to BPAY Pty Ltd ABN 69 079 137 518

BPAY VIEW

Contact your participating bank or financial institution to register to receive your future Rate Accounts electronically. When registering, your BPAY View Registration number is our Account number located on Page 3 of this account.

Instore
Pay in-store at Australia Post
Billpay Code: *439

Phone Pay
Call 1300 309 311 to pay by American Express, MasterCard or Visa credit card*. Minimum payment $10.

Brisbane City Council Customer Centre
Pay at any Customer Centre. Payment is accepted by cash, cheque, debit card, MasterCard or Visa credit card*. Minimum payment $10.

* For credit and debit cards a surcharge may apply at time of payment. Details can be found at brisbane.qld.gov.au/about-council/rates-and-payments

Use and Disclosure Notice

Your property ownership and rates details are used for a range of Council functions and to provide services to you.

English
If you need this information in another language, please phone the Translating and Interpreting Service (TIS) on 131450 and ask to be connected to Brisbane City Council on (07) 3403 8888.

Italian
Per avere queste informazioni in un'altra lingua, telefonate al TIS (*Translating and Interpreting Service*, cioè Servizio Traduttori e Interpreti) al numero 131450 e chiedete di essere collegati con il numero (07) 3403 8888 del municipio di Brisbane *(Brisbane City Council)*.

Spanish
Si necesitara esta información en otro idioma, se le ruega llamar al Servicio de Traducción e Interpretación *["TIS"]*, teléfono 131450, y pedir conexión con el Municipio de Brisbane, teléfono (07) 3403 8888.

Chinese
如果您需要用另一種語言獲悉此文件的內容，請致電131450到翻譯與傳譯服務部（TIS），請他們給您轉接（07）3403 8888到布里斯本（Brisbane）市政廳。

Property Details

Owner	**MR PIERRE-AXEL PAOLI**	
Property Location	**8/40 MAXWELL ST** **NEW FARM**	
Real Property Description	**L.8 SP.286767 PAR NTH BRISBANE 558/10001**	
Valuation effective from	1 Jul 2023	$195,280
	1 Jul 2024	$195,280
	1 Jul 2025	$239,916
Average Rateable Valuation (A R V)		$210,159

Account Details

Account Number 5000 0000 5776 962

Opening Balance

Closing Balance Of Last Bill	2,128.14	
Payment Received - 04-Apr-2025	1,574.00	CR
Payment Received - 25-Apr-2025	2,128.10	CR
Discount/Rounding Allowed	0.04	CR
Interest Charged On - Brisbane City Council Rates & Charges	5.63	
Interest Charged On - State Government Charges	0.98	
Projected Interest	21.69	CR
Total	**1,589.08**	**CR**

Period: 1 Jul 2025 - 30 Sep 2025

Brisbane City Council Rates & Charges

General Rates - Category 14 (Annually 0.323 Cents In The A R V $) @ Parity Factor (P/F) 1.054847	328.37
Waste Utility Charge - 1 Charge(S) @ $128.24 Qtr	128.24
Bushland Preservation Levy Category 14 (Annual 0.0119 Cents In The A R V $) @ P/F 1.054847	12.07
Environmental Mgt Compliance Levy Category 14 (Annual 0.017 Cents In The A R V $) @ P/F 1.054847	17.24
Total	**485.92**

State Government Charges

Emergency Management Levy - Group 2	62.90
Total	**62.90**

Other Information

Your rating category statement can be found by visiting our website at brisbane.qld.gov.au and entering 'how rates are calculated'. The category statement will provide information about each rating category.

The Queensland Government waste levy for general waste is now $125 per tonne. Council has received a payment of $36,822,816 for the 2025-26 financial year from the Queensland Government to mitigate impacts from the Waste Levy on households. This payment is only around 70% of the amount required to be paid by Council to the Queensland Government as a levy for household waste to landfill. The Waste Utility Charge covers costs associated with managing waste in Brisbane, including the gap between the Queensland Government levy charged to Council and the 70% rebate received by Council.

Bill Number
5000 1048 4363 147

P: 07 3262 3527 E: contactus@yulestrata.com.au W: yulestrata.com.au ABN: 11 604 847 529

YULESTRATA
BODY CORPORATE MANAGERS

Level 1 - 38 Hudson Road, Albion QLD 4010 PO Box 76, Clayfield QLD 4011

07 April 2026

THE MAXWELL NEW FARM CTS 51751
Not registered for GST

Sun City Legal Services

Ref			
Re	Lot	8	THE MAXWELL NEW FARM CTS 51751
Fee	114.10		Paid

Office of the Commissioner for Body Corporate and Community Management

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 07/04/2026

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

THE MAXWELL NEW FARM CTS No. **51751**

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: **Melissa Cumming** Company: **Yule Strata Pty Ltd**
Phone: **07 3262 3527** Email: **contactus@yulestrata.com.au**

Accessing records

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

The body corporate is responsible for keeping the body corporate's records and the body corporate manager assists the body corporate with its compliance obligations in this regard

Property and community titles scheme details

Lot and plan details

Lot number: **8**

Plan type and number: **286767**

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:

Standard

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

Layered arrangements of community titles schemes

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

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?

No

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

Date of Resolution	Lot	Description	Conditions

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: **690**

Total contribution schedule lot entitlements for all lots: **9,910**

Interest schedule

Interest schedule lot entitlement for the lot: **558**

Total interest schedule lot entitlements for all lots: **10,001**

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 **8** for the current financial year: $ **5,693.19**

Number of instalments: **2** (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
01/07/25 to 31/12/25	01/07/25	2,346.69	2,346.69	06/08/25
01/01/26 to 30/06/26	15/01/26	3,346.50	3,346.50	10/03/26
01/07/26****31/12/26	01/07/26	2,849.70	2,849.70	

Amount overdue **Nil**

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

Sinking fund contributions

Total amount of contributions (before any discount) for lot **8** for the current financial year: $ **2,787.60**

Number of instalments: **2** (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
01/07/25 to 31/12/25	01/07/25	1,276.50	1,276.50	06/08/25
01/01/26 to 30/06/26	20/02/26	1,511.10	1,511.10	10/03/26
01/07/26****31/12/26	01/07/26	1,566.30	1,566.30	

Amount overdue **Nil**

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

Special contributions - Administrative 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** %

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
Insurances	01/07/25 to 31/12/25	01/07/25	742.14	742.14	06/08/25
Insurances	01/01/26 to 30/06/26	15/01/26	881.64	881.64	10/03/26
Insurances	01/07/26 to 31/12/26	01/07/26	1,090.20	1,090.20	

Other amounts payable by the lot owner

Purpose	Fund	Amount	Due date	Amount
Other	Other	22.00		22.00

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	**$22.00**
Penalties	**Nil**
Total amount overdue (Total Amount Unpaid including not yet due $22.00)	**$22.00**

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

Common property and assets

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

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

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

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

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

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

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

Current sinking fund balance (as at date of certificate): $ 133,982.07

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
1x Stainless Steel BBQ	Plant and Machinery	31/07/18	Rouge 21 Pty Ltd ACN 162516216 PO Box 1324 Milton QLD 4064	$0.00	$0.00	$2,500.00
1x Stainless Steel Side Burner	Plant and Machinery	31/07/18	Rouge 21 Pty Ltd ACN 162516216 PO Box 1324 Milton QLD 4064	$0.00	$0.00	$2,500.00
1x Marble Top Outdoor Table	Furniture & Fittings	31/07/18	Rouge 21 Pty Ltd ACN	$0.00	$0.00	$2,000.00

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
			162516216 PO Box 3025 Milton QLD 4064			
8X OUTDOOR DINING CHAIRS	Furniture & Fittings	31/07/18	Rouge 21 Pty Ltd ACN 162516216 PO Box 1324 Milton QLD 4064	$0.00	$0.00	$1,000.00
3X SUN LOUNGERS	Furniture & Fittings	31/07/18	Rouge 21 Pty Ltd ACN 162516216 PO Box 1324 Milton QLD 4064	$0.00	$0.00	$1,000.00
1x Console Table	Furniture & Fittings	31/07/18	Rouge 21 Pty Ltd ACN 162516216 PO Box 1324 Milton QLD 4064	$0.00	$0.00	$300.00
1x Large Cream Vessel w/ foliage arrangement	Furniture & Fittings	31/07/18	Rouge 21 Pty Ltd ACN 162516216 PO Box 1324 Milton QLD 4064	$0.00	$0.00	$200.00
1x Charcoal Vessel	Furniture & Fittings	31/07/18	Rouge 21 Pty Ltd ACN 162516216 PO Box 1324 Milton QLD 4064	$0.00	$0.00	$150.00
1x Marble Cube	Furniture & Fittings	31/07/18	Rouge 21 Pty Ltd ACN 162516216 PO Box 1324 Milton QLD 4064	$0.00	$0.00	$300.00
Sweeper Unit 11/12	Plant and Machinery	12/01/21	ROSS CALI GPO Box 1022 NEW FARM QLD 4005 SWEEPER- $4730.00	$4,730.00	$0.00	$4,730.00

Insurance

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

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

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

Body corporate insurance policies

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

TYPE/COMPANY	POLICY NO.	SUM INSURED	PREMIUM	DUE DATE	EXCESS
BUILDING Longitude Through BCB	LNG-STR-20171492	15,623,000.00		23/07/26	
PUBLIC LIABILITY Longitude Through BCB	LNG-STR-20171492	20,000,000.00		23/07/26	
OFFICE BEARERS Longitude Through BCB	LNG-STR-20171492	5,000,000.00		23/07/26	
MACHINERY BREAKDOWN Longitude Through BCB	LNG-STR-20171492	100,000.00		23/07/26	
CONTENTS Longitude Through BCB	LNG-STR-20171492	156,230.00		23/07/26	
FIDELITY GUARANTEE Longitude Through BCB	LNG-STR-20171492	100,000.00		23/07/26	
VOLUNTARY WORKERS Longitude Through BCB	LNG-STR-20171492	Insured		23/07/26	
LOSS OF RENT Longitude Through BCB	LNG-STR-20171492	2,343,450.00		23/07/26	
CATASTROPHE Longitude Through BCB	LNG-STR-20171492	30%		23/07/26	
LOT OWNERS FIXTURES Longitude Through BCB	LNG-STR-20171492	300,000.00		23/07/26	
AUDIT & APPEAL COSTS Longitude Through BCB	LNG-STR-20171492	230,000.00		23/07/26	

Alternative insurance

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

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

No

Lot owner and occupier insurance

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

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

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

Contracts and authorisations

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

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

If the Standard Module, Accommodation Module, or Commercial Module apply to a community titles scheme, the body corporate may also authorise a person to conduct a letting agent business for the scheme, that is, to act as the agent of owners of lots in the scheme who choose to use the person's services for the letting of their lot.
A service contractor who is also authorised to be a letting agent for the scheme is called a caretaking service contractor. Together, an agreement to engage a person as a caretaking service contractor and authorise a person as a letting agent is typically referred to as ' management rights'.

The maximum term of a service contract or authorisation entered into by a body corporate is:
- 10 years if the Standard Module applies to the scheme; and
- 25 years if the Accommodation Module or Commercial Module applies to the scheme.

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

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

No

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

No

Embedded network electricity supply

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

No

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

Body corporate authority

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

Name/s Yule Strata Pty Ltd

Positions/s held Body Corporate Manager

Date 07/04/2026

Signature/s Thuat Nguyen

BODY CORPORATE FOR THE MAXWELL NEW FARM CTS 51751 The Common Seal of

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

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

GENERAL REQUEST

FORM 14 Version 4
Page 1 of 1

Duty Imprint

718882230

$187.00
20/07/2018 11:48

TE 460

1. Nature of request
Request to Record First Community Management Statement for The Maxwell New Farm community titles scheme

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

Lodger Code
711

2. Lot on Plan Description
Lot 3 on RP 41498

Title Reference
11634235

3. Registered Proprietor/State Lessee
Rouge 21 Pty Ltd ACN 162 516 216

4. Interest
Not applicable

5. Applicant
Rouge 21 Pty Ltd ACN 162 516 216

6. Request
I hereby request that the First Community Management Statement deposited herewith be recorded as the Community Management Statement for The Maxwell New Farm community titles scheme and that c/- Archers Body Corporate Management Pty Ltd of Level 4, 97 Creek Street, Brisbane QLD 4000 be recorded as the address for service on the body corporate for the scheme

7. Execution by applicant

Execution Date
18/07/18

Applicant Solicitor's Signature

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

RACHEL LEE McADOO
SOLICITOR

Doc ID 572737153/v1

FIRST/~~NEW~~ COMMUNITY MANAGEMENT STATEMENT

51751

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
The Maxwell New Farm community titles scheme

2. Regulation module
Standard Module

3. Name of body corporate
Body Corporate for The Maxwell New Farm community titles scheme

4. Scheme land

Lot on Plan Description	Title Reference
Common Property of The Maxwell New Farm CTS	to issue from 11634235
Lots 1 - 14 on SP 286767	to issue from 11634235

5. #Name and address of original owner
Rouge 21 Pty Ltd ACN 162 516 216
Level 1 'Oxley House'
25 Donkin Street, West End QLD 4101

6. Reference to plan lodged with this statement
SP 286767

first community management statement only

7. Local Government community management statement notation

W Nevin .... signed
Helen Nevin Senior Plan Sealing Officer Delegate .... name and designation
Brisbane City Council .... name of Local Government

8. Execution by original owner/Consent of body corporate

Rouge 21 Pty Ltd ACN 162 516 216 by its duly constituted attorney Jason Damien Warat, Partner of HWL Ebsworth Lawyers, under power of attorney no. 716145470

06/07/18
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
Collection of this information is authorised by the Body Corporate and Community Management Act 1997 and is used to maintain the publicly searchable registers in the land registry. For more information about privacy in NR&W see the Department's website.

The Maxwell New Farm community titles scheme

SCHEDULE A SCHEDULE OF LOT ENTITLEMENTS

Applicable on establishment of The Maxwell New Farm community titles scheme.

Lot on Plan	Contribution Entitlement	Interest Entitlement
Lot 1 on SP 286767	690	568
Lot 2 on SP 286767	690	568
Lot 3 on SP 286767	665	412
Lot 4 on SP 286767	690	542
Lot 5 on SP 286767	690	595
Lot 6 on SP 286767	690	558
Lot 7 on SP 286767	690	530
Lot 8 on SP 286767	690	558
Lot 9 on SP 286767	840	1191
Lot 10 on SP 286767	665	426
Lot 11 on SP 286767	840	1291
Lot 12 on SP 286767	690	726
Lot 13 on SP 286767	690	1033
Lot 14 on SP 286767	690	1003
TOTAL	**9,910**	**10,001**

PRINCIPLES FOR DECIDING THE CONTRIBUTION LOT ENTITLEMENT FOR A LOT

1. The contribution schedule lot entitlements (**CSLE**) for lots in the community titles scheme have been decided using the equality principle.

2. The CSLE are not equal. It is just and equitable for lots 3 and 10 to have a lower CSLE than lots 1, 2, 4 to 9 and11 to 14 as they are smaller lots and have less of an impact on the maintenance of common property. It is also just and equitable for Lots 1, 2, 4 to 8 and 12 to 14 to have a lower CLSE than Lots 9 and 11 for the same reasons.

3. The difference in lot entitlements recognises that the factor stated in item 2 above does not impact on how much each lot should contribute to certain costs (such as secretarial fees, audit fees, printing, postage and outlays), but the structure of the scheme, and in particular the features and characteristics of the lots 3 and 11, being smaller lots, result in a lesser burden for those lots on some costs of the Body Corporate for repair and maintenance of the common property. Accordingly, it is just and equitable for lots 3 and 11 to have a lower CSLE to the other lots are then equal.

The Maxwell New Farm community titles scheme

PRINCIPLES FOR DECIDING THE INTEREST LOT ENTITLEMENT FOR A LOT

The interest schedule lot entitlements for lots in the community titles scheme reflect the respective market values of the lots.

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

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

SCHEDULE C	**BY-LAWS**

1. Interpretation

These By-Laws are to be interpreted in accordance with the following rules:

(a) terms not defined in this CMS but defined in the BCCM Act have the meanings given to them in the BCCM Act.

(b) headings are for guidance only and are not to be used as an aid in interpretation.

(c) plurals include the singular and singular include the plural.

(d) reference to either gender includes a reference to the other gender.

(e) reference to the whole includes any part of the whole.

(f) 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.

(g) in any combination or list of options, the use of the word ***or*** is not used as a word of limitation.

(h) use of the word ***including*** and any similar expression is not used as a word of limitation.

(i) reference to a person includes a firm, a body corporate, an unincorporated association or an authority.

(j) 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.

(k) all By-Laws must be construed so as to be valid, legal or enforceable in all respects. If any By-Law is illegal, invalid or unenforceable it is to be read down to such extent as may be necessary to ensure that it is legal, valid or enforceable as may be reasonable in the circumstances so as to give a valid operation of a partial character. If any such By-Law cannot be read down it, is deemed void and is severed and the remaining By-Laws are not in any way affected or impaired.

2. Definitions

In this CMS, unless the contrary intention appears:

(a) **BCCM Act** means the *Body Corporate and Community Management Act 1997* and the Regulation Module applying to the Scheme.

The Maxwell New Farm community titles scheme

(b) **Body Corporate** means the body corporate of the Scheme.

(c) **Breach** means any breach, potential breach or threatened breach by an Owner, Occupier or Invitee of:

(i) these By-Laws;

(ii) the BCCM Act;

(iii) any registered covenant, easement or other encumbrance over the Common Property.

(d) **By-Laws** means these by-laws.

(e) **CMS** means this community management statement.

(f) **Committee** means the committee of the Body Corporate appointed pursuant to the BCCM Act.

(g) **Common Property** means the common property of the Scheme (and includes any common property on further development of the Scheme).

(h) **Costs** includes any cost, charge, expense, outgoing, payment or other expenditure of any nature whatsoever, including where appropriate:

(i) legal fees on a solicitor and own client basis; and

(ii) the cost of rectifying any Breach, or making good any damage caused by a Breach.

(i) **Council** means Brisbane City Council.

(j) **Display Unit** means a Lot or Lots used to promote further sales of lots.

(k) **Invitee** includes a tenant, guest, servant, employee, agent, member of the family, contractor, customer, visitor, invitee or licensee of an Owner or Occupier.

(l) **Law** means any statute, rule, regulation, proclamation, ordinance or by-law or statutory instrument.

(m) **Lot** means a lot in the Scheme and includes all improvements constructed on or within a lot and any areas of Common Property which may be used by occupants of the lot under an exclusive use by-law allocation.

(n) **Lot Utility Infrastructure** means utility infrastructure which is not Common Property as contemplated by section 20(1)(b) of the BCCM Act.

(o) **Notice** means any notice in writing, statement in writing, any written material and any other written communication.

(p) **Occupier** means any occupier of a Lot and includes:

(i) the Owner (where the context requires, even if the owner is not in actual occupation of the Lot);

(ii) a mortgagee in possession;

(iii) a tenant or lessee (of a Lot or a part of a Lot) ; and

The Maxwell New Farm community titles scheme

(iv) an occupier of a part of a Lot.

(q) **Original Owner** means Rouge 21 Pty Ltd ACN 162 516 216

(r) **Owner** has the meaning defined by the BCCM Act and includes the successors in title and assigns of the Owner.

(s) **Pets** means dogs, cats, birds and other animals normally kept as pets. Pets do not include exotic animals or other animals which are inappropriate for a residential development such as the Scheme, for example, farm animals, snakes or wildlife.

(t) **Scheme** means The Maxwell New Farm community titles scheme.

(u) **Scheme Land** means all the land contained in the Scheme.

(v) **Secretary** means the secretary of the Body Corporate.

3. Observance of By-Laws and Peaceful Enjoyment

3.1 Occupiers must observe and ensure that their Invitees observe these By-Laws.

3.2 Occupiers must not behave in a manner likely to interfere with the peaceful enjoyment of other Occupiers.

3.3 An Owner whose Lot is the subject of a tenancy or other occupancy arrangement must take all reasonable steps to ensure their Occupier observes these By-Laws.

3.4 An Owner must give a copy of these By-Laws to any Occupier of a Lot.

4. Throwing or Dropping Objects

Occupiers must not throw, drop or allow to throw any object or substance from their Lot or the Common Property in or onto another Lot or the Common Property or to outside of the Scheme.

5. Moving In / Out of Scheme

5.1 All moving of furniture and other materials in and out of the Scheme, regardless of size, must be booked through the manager or system of the Body Corporate.

5.2 Protective lift curtains must be used for all moves.

5.3 The main entry foyer of the Scheme must not be used for moving purposes, unless there is no other means available for moving purposes.

6. Vehicles

6.1 An Owner or Occupier of a Lot must not, without the Body Corporate's written approval:

(a) park a vehicle or allow a vehicle to stand on the Common Property; or

(b) permit an Invitee to park a vehicle or allow a vehicle to stand on the Common Property, except for the designated visitor parking which must remain available at all times for the sole use of visitor's vehicles.

6.2 An approval under sub-section 1 must state the period for which it is given, with the exception of designated visitor parking.

The Maxwell New Farm community titles scheme

6.3 However, the Body Corporate may cancel the approval by giving 7 days written notice to the Owner or Occupier, with the exception of designated visitor parking.

6.4 The Committee is empowered to remove, at the expense of the vehicle's owner, vehicles parked illegally on Common Property by towing or other means.

6.5 Vehicles parked within the Scheme must be kept clean and in a roadworthy condition.

7. Use of Lots

7.1 Subject to these By-Laws (including, without limitation, the rights of the Service Contractor and Letting Agent), Lots must be used only for residential purposes.

7.2 Lots must not be used:

(a) for any purpose that may cause a nuisance or hazard or is in any manner likely to interfere with the peaceful enjoyment of other Occupiers or any person lawfully using the Common Property;

(b) for any illegal or immoral purpose that will interfere with the good reputation of the Scheme; or

(c) for any purpose that may endanger the safety or good reputation of persons residing within the Scheme.

7.3 Occupiers may, providing that it is lawful to do so, carry out a home occupation or business from a Lot and may receive visitors for that purpose providing:

(a) the use does not conflict with the rights of any Service Contractor or Letting Agent under these By-Laws or otherwise appointed by the Body Corporate;

(b) the use is lawful and all necessary permits and insurances for the use are held;

(c) the use does not unreasonably interfere with the amenity of other Occupiers; and

(d) the Occupier obeys the reasonable directions and requirements of the Committee.

7.4 Residential lots must not, without the written permission of the Committee, store a flammable substance on the Lot unless the substance is used or intended to be used for domestic purposes.

7.5 Occupiers must not permit any auction sale to be conducted or to take place within their Lot.

8. Maintenance of Lots

Occupiers must:

(a) maintain and repair their Lot and keep it clean and free of rubbish and vermin so that it is not offensive in appearance to other Occupiers;

(b) keep accessible windows and glass clean; and

(c) ensure that all balconies and terraces forming part of their Lot do not leak resulting in water escaping into other Lots or Common Property.

The Maxwell New Farm community titles scheme

9. Alteration to Lots

9.1 Lots must not be altered in any way without the prior approval in writing of the Committee. The Committee must not unreasonably withhold its consent to an alteration, and may give its consent subject to reasonable conditions.

9.2 No approval is necessary for minor maintenance of the internal area of the Lot such as painting of internal walls and replacement of carpet providing that the colours of such finishes visible from outside of the Lot are in keeping with the colours used in the Scheme generally.

9.3 An Owner must submit plans and specifications and any other details required by the Body Corporate to the Committee in respect of any proposed alterations.

9.4 No alteration to a Lot is to be made unless all necessary Council and other approvals have first been obtained by the Owner.

9.5 For avoidance of doubt, Owners must not install hard floor finishes of their Lots without approval in writing of the Committee which may be given subject to conditions. The Committee in giving any such approval must seek to procure that the floor finishes installed minimise the transfer of noise from floor to floor within the Scheme.

9.6 This By-law does not apply to any lots within the Scheme which may be used for retail and/or commercial purposes. Those lots are entitled to make alterations to the lot providing the Owner has first obtained all necessary Council and other approvals to the alteration and are in accordance with the standard and general appearance of the Scheme.

10. Appearance of Lots

10.1 The purpose of this By-Law is to ensure that the Scheme remains at all times visually uniform, tidy in appearance and includes garden areas and plants which are compatible and conform with the landscaping of the Scheme generally.

10.2 Unless approved in writing by the Committee, an Occupier must not:

(a) hang any washing, bedding or other articles;

(b) display any sign, banner, advertisement or similar articles;

(c) use any part of the Lot for storage;

(d) keep any oversized plants (as determined by the Committee); and

(e) install any aerials, receivers or the like,

if visible from outside of the Lot.

10.3 An Occupier must not hang curtains or blinds, apply window tinting or install screens or similar devices which are visible from outside of the Lot unless it is of a white or cream backing or otherwise in compliance with any pre-approved specifications or otherwise first approved in writing by the Committee. The Committee must have regard to the purpose of this By-Law in giving any approval.

10.4 Occupiers (and if the Lot is vacant, Owners) must regularly clear the post box for the Lot.

10.5 An Occupier of a Lot which contains any garden area or feature plants must maintain that area or plants so as to achieve the purpose of this By-Law.

The Maxwell New Farm community titles scheme

10.6 An Occupier of a Lot must maintain any external sliding screen on any doorway of their Lot so as to achieve the purposes of this By-Law.

11. Inspection of Lots

11.1 Occupiers must permit, (upon 3 days Notice, other than in an emergency when no notice is required) representatives of the Body Corporate access to or through their Lot to:

(a) access Common Property for any reason;

(b) read any meter, conduct inspections or test any equipment;

(c) trace and repair any leakage or defect in equipment; and

(d) maintain any equipment.

11.2 If an Occupier does not permit access, the Body Corporate may effect entry and will not be liable for any damage occasioned in effecting the entry.

11.3 The Body Corporate, in exercising its powers under this By-Law, will ensure that it causes as little inconvenience to the Occupier as is reasonable in the circumstances.

12. Behaviour of Occupiers and Invitees

12.1 All persons within the Scheme;

(a) must not make or permit any noise likely to unreasonably interfere with the peaceful enjoyment of other persons;

(b) must take all practical means to minimise annoyance to others including by closing doors, windows and curtains;

(c) leaving of entering after 11.00 pm must do so quietly; and

(d) must be appropriately dressed when visible from Common Property, other Lots or outside the Scheme.

13. Insurance

13.1 Residential Lots must not bring on to, do or keep any thing in or on their Lots which may increase the rate of insurance of the Scheme or which may conflict with the laws relating to fires or any insurance policy for the Scheme or the regulations of any public authority.

13.2 Retail and commercial Lots are responsible for payment of any additional public liability insurance premium which is attributable to the use of their Lot for retail or commercial purposes.

14. Garbage Disposal

14.1 Garbage must:

(a) be kept in a clean and dry garbage receptacle within a Lot or on Common Property areas designated for keeping garbage;

(b) be disposed in a manner that will not adversely affect the health, hygiene or comfort of other persons; and

(c) not be deposited on the Common Property.

The Maxwell New Farm community titles scheme

14.2 The Body Corporate may devise and adopt a garbage storage and removal system from time to time which must be complied with by Occupiers. If required, any such system must be first approved by the relevant authority waste services division.

14.3 The Body Corporate must give and is empowered to give any indemnities in favour of Council or other authority to facilitate the removal of garbage including in relation to damage caused to improvements and infrastructure by garbage removal vehicles.

15. Keeping of Pets

15.1 Occupiers keeping Pets must comply with the following conditions, as applicable to the Pet:

(a) Pets must wear an identification tag, tattoo or micro chip;

(b) if required by law to be licensed or registered, Pets are licensed or registered;

(c) clean and remove any mess left on Common Property by any Pet under their control;

(d) ensure that Pets are appropriately restrained while on Common Property;

(e) ensure Pets are at all times kept clean, quiet, controlled and within their Lot;

(f) Pets are not allowed in the recreation area; and

(g) a maximum of 2 Pets are permitted within a Lot at any time.

15.2 If an Occupier fails to comply with the conditions in sub-clause 1, the Occupier must remove a Pet from the Scheme if directed by the Committee.

15.3 Occupiers mentioned in section 5 of the *Guide, Hearing and Assistance Dogs Act 2009 (Qld)* have the right to be accompanied by a guide dog while within the Scheme.

15.4 Animals which are not Pets may not be kept within the Scheme.

16. Broadband Infrastructure

Each Owner and Occupier:

(a) grants to NBN Co Limited (or any other supplier of broadband network fibre infrastructure from time to time) (**Network Supplier**) an exclusive licence to use the relevant utility infrastructure relating to broadband fibre optic network while that party supplies the broadband fibre optic network to the Scheme, which licence may be the subject of a sub-licence or transfer to another party at the discretion of the Network Supplier;

(b) must maintain and repair the relevant utility infrastructure relating to broadband fibre optic network in a timely manner or within such time as notified by the Network Supplier;

(c) must ensure that the minimum spatial requirements between the utility infrastructure and any third party infrastructure are adhered to while the broadband fibre optic network supplied by the Network Supplier in located within the relevant utility infrastructure; and

(d) agrees to:

(i) give reasonable assistance to the Network Supplier in issuing notices under the Telecommunications Act and the Telecommunications Code of Practice;

The Maxwell New Farm community titles scheme

(ii) waive its rights to receive notice under the Telecommunications Act in relation to the power to inspect land, install a low impact facility or maintain a facility; and

(iii) if requested by the Network Supplier, confirm and agree to the matters set out in this By-Law in a form reasonably satisfactory to the Network Supplier.

17. Various matters concerning Common Property

17.1 Washing of vehicles must only occur in designated areas.

17.2 Bicycles must only be stored in bicycle racks provided by the Body Corporate and must be locked to prevent theft. Bicycles may only be brought into and out of the Scheme by way of the carpark entry.

17.3 Occupiers must not:

(a) interfere with the lawful use of the Common Property;

(b) interfere with the use of access ways on the Common Property or any easement giving access to or through the Common Property;

(c) use Common Property facilities for any purpose for which they were not intended for use;

(d) alter, operate, damage or in any way deface any structure that forms part of the Common Property or any Body Corporate asset without the written consent of the Committee; or

(e) not at any time smoke cigarettes or any other substance whilst on Common Property.

17.4 Occupiers must give Notice to the Body Corporate of any accident which occurs or arises out of or relates to Common Property.

17.5 No auction sales are to be conducted upon the Common Property without the prior written permission of the Committee.

18. Lot Utility Infrastructure located on Common Property

18.1 Lot Utility Infrastructure may, subject to consent of the Committee, be located on Common Property such as roof top areas. No consent is required for Lot Utility Infrastructure which is installed by a the Original Owner.

18.2 Owners are responsible for:

(a) the repair, maintenance and replacement of: and

(b) any loss or damage to,

Lot Utility Infrastructure.

18.3 The Body Corporate must allow access to service contractor of Owners to the area of Common Property where the Lot Utility Infrastructure is located at all reasonable times and upon reasonable notice to enable Owners to comply with this By-law.

19. Security System

19.1 Windows and external doors in Lots must be locked when nobody is in the Lot.

The Maxwell New Farm community titles scheme

19.2 The Body Corporate may provide a security key and access control system (security system) regulating access to and within the Scheme. This security system may restrict access to floors of any building that only contain other Lots.

19.3 Under the security system, the keys and access controls provided for individual Lots will allow access to:

(a) the Scheme; and

(b) the floor containing the individual Lot to be accessed by the Occupant entitled to access the Lot;

(c) the car park; and

(d) some facilities in the Common Property.

19.4 The following rules apply to the security system:

(a) the Body Corporate must supply keys or the code to each Owner;

(b) the Body Corporate need not supply any additional or replacement keys unless you pay the costs of those keys;

(c) the Body Corporate must be notified of any lost keys as soon as possible;

(d) the Body Corporate must cancel keys that are reasonably believed to be lost;

(e) each Occupant must comply with the security system, including closing doors and gates; and

(f) Occupants must not do anything that may affect the operation of the security system.

19.5 The Body Corporate may also provide keys and access controls to its employees and contractors. The access given to employees and contractors must be limited to the needs of their jobs.

20. Exclusive Rights of Caretaker and Letting Agent

20.1 While a party holds an authorisation from the Body Corporate to act as a letting agent for the Scheme (**Letting Authorisation**), that party may conduct a letting and selling agents business from the Scheme (including from within any Lot in the Scheme) to the exclusion of all others.

20.2 While a service contractor is engaged by the Body Corporate to manage and maintain the Common Property (**Caretaking Engagement**), that service contractor may provide its services to the Body Corporate (in accordance with the terms of that engagement) to the exclusion of all others.

20.3 The authorised or engaged party may affix and display on the Common Property such signs and advertisements as may be reasonably required by it in the performance of its duties and in the exercise of its rights under any authorisation or engagement.

20.4 Whilst a party holds a Letting Authorisation or Caretaking Engagement (**Agreements**), the Body Corporate will not:

(a) directly or indirectly provide any of the services set out in the Agreement;

(b) permit any person, including its staff to carry on or render or be concerned in any business which competes with the business carried on under the Agreements;

The Maxwell New Farm community titles scheme

(c) enter into with any other person an agreement, authority or appointment which is similar to the Agreements; and

(d) make any part of the Common Property available to any person for the purpose of conducting any business which competes with the business carried on under the Agreements.

21. Display Unit and Promotional Functions

Despite anything else in these By-Laws, the Original Owner may:

(a) use or permit any Lot to be used, for the purposes of a Display Unit; and

(b) erect or permit signage to be erected within the Scheme (provided this complies with all laws); and

(c) carry out promotional and marketing functions from the Common Property (but must minimise the disturbance to Occupiers in doing so).

22. Exclusive Use Areas and Assets

22.1 Exclusive use areas

For this By-law, an exclusive use area is a part of the Common Property or a Body Corporate asset for which exclusive use rights or other special rights are given to the occupier of a Lot.

22.2 Rights attach to Lots

The rights given in this By-law attach to the relevant Lots.

22.3 Specified rights of exclusive use

The occupiers of the Lots set out in Schedule E (if any):

(a) have the exclusive use of the exclusive use areas respectively identified in Schedule E; and

(b) may use those exclusive use areas for the purposes specified in Schedule E and if no purpose is specified, for a purpose that is appropriate to the exclusive use area and ancillary to the use of the Lot to which the rights are attached.

22.4 Exclusive use allocations and reallocations

(a) The Original Owner for the Scheme is authorised to allocate to Lots the exclusive use of the following parts of the Common Property or Body Corporate assets that are not subject to existing exclusive use rights:

 (i) areas that are constructed as car parks, for use as exclusive use car parks for the benefit of the Lots to which the areas are respectively allocated;

 (ii) areas that are constructed as storage areas, for use as storage areas for the benefit of the Lot to which the areas are respectively allocated;

 (iii) areas that are constructed as individual secure bicycle storage, for use as exclusive use bicycle storage for the benefit of the Lots to which the areas are respectively allocated;

The Maxwell New Farm community titles scheme

(iv) areas external to Lots that are constructed as courtyards, forecourts, lift lobbies, terraces, dining areas and similar areas (External Areas) that:

(A) are adjoining or adjacent to the Lot to which they are allocated; and

(B) are able to be exclusively used for one Lot without materially restricting the ability of a person to enter another Lot

and these areas may be used as an extension of the permitted use of Lot for which the exclusive use is granted.

(b) To make allocations under this By-law, the Original Owner must give the Body Corporate:

(i) a written notice that states the Lots for which exclusive use areas are to be allocated and the exclusive use areas to be respectively allocated for the exclusive use of those Lots;

(ii) if necessary, a plan showing the relevant exclusive use areas, which may, but need not be, a compilation plan showing existing and future exclusive use areas; and

(iii) written consent to the allocations from the registered owner(s) of the relevant Lots.

(c) The Original Owner can make allocations under this By-law any number of times and at all times allowed under the BCCM Act.

(d) Lot owners may agree to reallocate exclusive use areas in the way allowed under the BCCM Act.

(e) Exclusive use rights allocated to a Lot may be revoked by the Original Owner or the Committee of the Body Corporate with the consent in writing of the owner of the relevant Lot.

(f) Anything that the Original Owner may do under this sub-clause 4 may also be done by the agent of the Original Owner (which for avoidance of doubt may include an agent holding a power of attorney from the Original Owner to do the things under this By-law that may be done by the Original Owner).

22.5 Recording allocations, reallocations and revocations

(a) If exclusive use areas are allocated or reallocated or an allocation is revoked then:

(i) the Body Corporate must take all steps required to formalise the authorised allocations and agreed reallocations and revocation of allocations; and

(ii) the new community management statement to record allocations and reallocations must show the allocations and reallocations in Schedule E and must specify the particular purpose that applies to the exclusive use area (which is "External Area ancillary to the Lot" for areas allocated under sub-clause 4(a)(iv)).

(b) The Lot owners who agree a reallocation are responsible for registering the new community management statement required to record the reallocation (unless the new statement will include other changes) and must pay the registration fees and the Body Corporate's costs of the preparation of the new statement.

The Maxwell New Farm community titles scheme

22.6 Other matters about exclusive use areas

(a) Exclusive use car parks may only be used for parking bicycles, registered cars, registered utility vehicles, registered motorcycles, boats on registered trailers, registered box trailers and registered four wheel drive vehicles.

(b) A vehicle or trailer must not be parked in a car park unless all parts of the vehicle or trailer are within the exclusive use area.

(c) A person may not install a storage cage within an exclusive use car park or make other improvements to an exclusive use area without prior written consent from the Body Corporate. However, a person whose Lot has the exclusive use of an External Area with a garden may treat that garden as if it were part of the Lot and the plants and other garden items in it the property of the Lot owner.

(d) A person must not carry out any maintenance or repair work or external cleaning on a bicycle, vehicle or trailer while it is in an exclusive use car park. However, emergency repairs are permitted to the extent they are required to make a vehicle or trailer mobile.

(e) An exclusive use storage area may not be altered, or configured, or goods stored in a way that impedes mechanical ventilation or prejudices fire services in the relevant area.

(f) The Body Corporate is entitled to pass through an exclusive use car park or storage area where necessary to obtain access to a part of the Common Property.

23. COUNCIL MANDATED CONDITIONS

The development approval for the Scheme requires that this Community Management Statement contain By-Laws as set out in this Part.

IMPORTANT NOTICE – the Seller may not yet have obtained all approvals required for the Scheme. Set out below are conditions that the Seller anticipates may be required to be included in this Community Management Statement or otherwise brought to the attention of the Buyer. The Seller, in order to comply with or to correctly bring the attention of the Buyer to the conditions of any approval once obtained, may make variations and omissions to the draft conditions below. We direct the attention of the Buyer to the Contract Terms in this regard.

CONDITION	
10	**Balconies and Terraces: Balustrades, Walls and Screens** All balconies and terraces shown on the approved DRAWINGS AND DOCUMENTS, must remain unenclosed with no shutters, glazing, louvres or similar permanent fixtures.
27(a)	**Indemnify Council** The owner and any subsequent owner must indemnify Council and its agents in respect of any damage to the pavement and other driving surfaces.
27(b)	**Notify Future Owner** The owner must notify any future owner/body corporate that the development has been approved on the basis that an indemnity must be provided for refuse collection vehicles to enter the property.

The Maxwell New Farm community titles scheme

SCHEDULE D	ANY OTHER DETAILS

Statutory Easements

Lots affected by statutory easements are as follows:

Lots on Plan or Common Property	Statutory Easement
Lots 1 - 14 & Common Property on SP 286767	Support
Lots 1 - 14 & Common Property on SP 286767	Utility Services and Utility Infrastructure
Lots 1 - 14 & Common Property on SP 286767	Shelter
Not applicable	Projections
Not applicable	Maintenance of building on or close to boundary

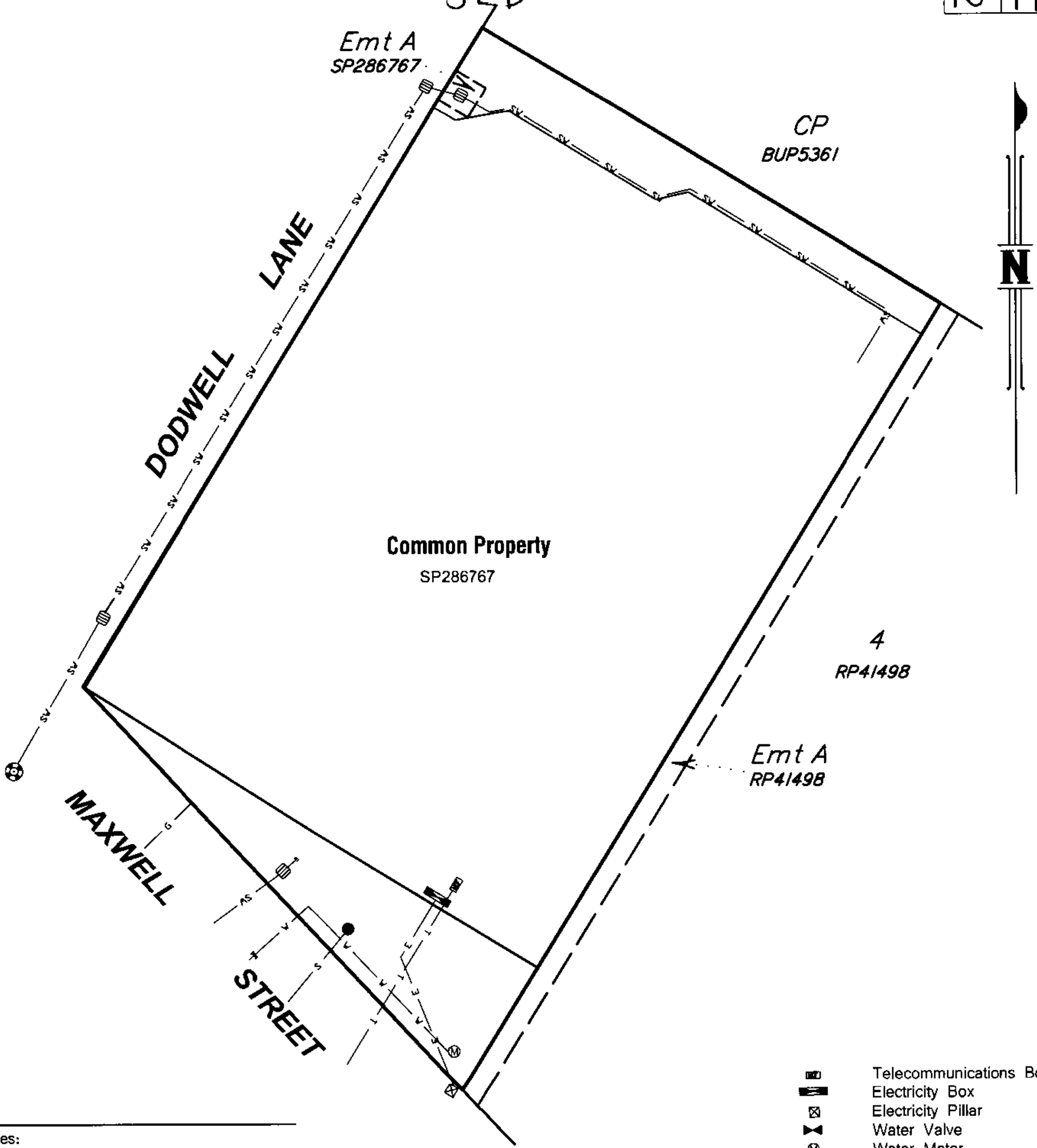
Services Location Diagrams

The location of the current service easements are as follows:

Lots and / or Common Property affected	Service Easement	Service Location Diagram
Common Property	gas, telecommunications, stormwater, sewerage, electricity & water	SLD

THE MAXWELL NEW FARM COMMUNITY TITLES SCHEME

"SLD"



	Telecommunications Box
	Electricity Box
⊠	Electricity Pillar
	Water Valve
Ⓜ	Water Meter
●	Sewer Manhole
	Stormwater Pit
	Stormwater Manhole
—— V ——	Water
—— S ——	Sewerage
—— E ——	Electricity
—— SW ——	Stormwater
—— RW ——	Roofwater
—— G ——	Gas
—— T ——	Telecommunications

Notes:
This Service Location Diagram indicates the existance of services in accordance with s.70 of the BCCM Act.

Service shown may have been compiled from design plans and not verified by field observations.

The exact location of services must be confirmed by a qualified service locator prior to any excavation.

WOLTER consulting group

Planning · Urban Design · Landscape · Environment · Surveying

Scale 1:250 @ A4
Lengths are in Metres.

2 0 2 4 6 8 10

Service Location Diagram

over part of Common Property of SP286767

THE MAXWELL NEW FARM CTS

Local Authority: Brisbane City
Locality: New Farm

Surveyor		
T.Wolski		
Date Drawn	Sheet	No
07-06-2018	1	1
Drawing Number	Version	
SB3147-03	C	

The Maxwell New Farm community titles scheme

SCHEDULE E ALLOCATION OF EXCLUSIVE USE AREAS

Not applicable.

Body Corporate Brokers Pty Ltd
Suite 1, 7-9 Burra Street
Chevron Island QLD 4217
Ph: 07 5668 7800
Email: contactus@bcb.com.au
A.B.N. 95 002 809 298
A.F.S.L. 244529

RENEWAL TAX INVOICE

The Maxwell At New Farm CTS 51751
C/- Yule Strata
PO Box 76
CLAYFIELD QLD 4011

Date: 23/06/2025
Invoice Number: 1088972
Key Contact: Felicity Hasthorpe

Thank you for using our services to arrange this insurance cover.

Brief details of the cover arranged on your behalf are given below. You should refer to the policy documents issued by the insurer for complete policy terms and conditions.

Please read carefully the important notices attached regarding your duty of disclosure. Do not hesitate to contact us with any questions you may have.

Type of Policy	**Longitude Residential**
Insured	The Maxwell At New Farm CTS 51751
Description	40 Maxwell Street, New Farm, QLD 4005
Insurer	Longitude Insurance
Policy Number	LNG-STR-20171492
Period of Insurance	23/07/2025 to 23/07/2026

Premium	FSL	Insurer Agency Policy Fee	Insurer Total GST	Stamp Duty	Admin Fee	Admin Fee GST	Invoice Total
$23,343.89	$ 0.00	$ 350.00	$2,369.39	$2,311.06	$ 605.00	$ 60.50	**$29,039.84**

Insurer commission included within base premium = $4,668.77 excl GST

Payment Options

DEFT PAYMENT SYSTEMS

Body Corporate Brokers Pty Ltd

DEFT Reference Number
405076210889721

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

Want to pay monthly? IQumulate Premium Funding

Click here to accept online

Total amount payable $30,784.15
(includes application fee and credit charges)
or visit **edge.iqumulate.com/myaccount**
Enter code: **H4SAFVRAKW**

Smooth out cash flow
Easy monthly payments
No additional security

Post Billpay

*498 405076 210889721

Pay in-store at Australia Post by cheque or EFTPOS

Name: The Maxwell At New Farm CTS 51751
Invoice No: 1088972
Due Date: **06/08/2025**

Biller Code: 20362
Ref: 405076210889721

1st instalment of:	$3,132.42
followed by 9 instalments of:	$3,072.42
or Total Due:	**$29,039.84**

Contact your participating financial institution to make BPAY payments using the biller code and reference number as detailed above

+405076 210889721 <   002903984<4+

LONGITUDE RESIDENTIAL STRATA POLICY SUMMARY

INSURED: The Maxwell At New Farm CTS 51751

SITUATION: 40 Maxwell Street, New Farm, QLD 4005
Percentage of building occupied by Commercial Occupants: 0.00%

SECTIONS

SECTION 1 – PROPERTY: PHYSICAL LOSS, DESTRUCTION OR DAMAGE		
Costs incurred by the Body Corporate		
Building	$	15,374,649
2.1 i) fixed artwork or sculptures	$	50,000
Common Contents	$	153,746
2.2 g) pots, plants, shrubs, trees, rockwork and lawns	$	25,000
2.2 h) money	$	10,000
2.2 i) artwork of sculptures (other than fixed)	$	100,000
Storm Surge (caused by and immediately following a named tropical cyclone) any one event and in the aggregate Period of Insurance	$	2,000,000
Optional Additional Benefits		
Loss of Market Value		Not Insured
Flood Cover		Insured
(*Optional) Limit of Liability	$	15,528,395
Costs incurred by the Lot Owner		
All subsections 5.16 (a) – (i) combined	$	3,843,662
Lot Owners fixtures and fittings (Per lot)	$	300,000
Temporary Accommodation & Loss of Rent	$	2,306,197
Lot Owners Additional Benefits		
Paint & Wallpaper (applies to NSW & ACT only)		Not Insured
Floating Floorboards		Not Insured
Catastrophe Cover (sub section 5.1)		
Buildings (%)		30%
Common Contents		30%
Costs Incurred by the Lot Owner		30%
Additional Benefits		30%
SECTION 2 – VOLUNTARY WORKERS PERSONAL ACCIDENT		
Death & Disablement	$	200,000
Weekly Benefits		Insured up to $2,000 per week for Total Disablement and up to $1,000 per week for Partial Disablement
All per Policy Table of Benefits		
Deductible/ Excess		
Excluded Period of Claim (each and every Claim)		7 Days
All Per Table of Benefits		

SECTION 3 – OFFICE BEARERS LIABILITY

Aggregate Limit of Liability	$	5,000,000
Optional Additional Benefits		
Defence Costs (in the aggregate Period of Insurance)		Not Insured
Statutory Fines & Penalties (in the aggregate Period of Insurance)		Not Insured

SECTION 4 – FIDELITY GUARANTEE

Limit per person and in the Aggregate	$	100,000

SECTION 5 – EQUIPMENT BREAKDOWN

Limit of Liability	$	100,000

SECTION 6 – PUBLIC LIABILITY

Limit of Liability	$	20,000,000

SECTION 7 – GOVERNMENT AUDIT COSTS, WORKPLACE HEALTH & SAFETY BREACHES & LEGAL EXPENSES

(a) Government Audit Costs		
Aggregate Limit of Liability	$	30,000
(b) Workplace Health & Safety Breaches		
Aggregate Limit of Liability	$	150,000
(c) Legal Defence Expenses		
Aggregate Limit of Liability	$	50,000

Excesses:

Section 1	Storm, Tempest & Rainwater (each and every Claim)	$	5,000
Section 1	Loss, destruction or damage caused by or arising from earthquake, subterranean fire or volcanic eruption (each and every Claim)	$	2,000
Section 1	Water Damage/Burst Pipe Claims * Water Damage / Burst Pipes - Damage caused by bursting, leaking, discharging or overflowing of any mains,pipes, gutters, drains, tanks or fixed apparatus used to hold or carry water or other liquids	$	5,000
Section 1	Flood Damage Claims (each and every Claim)	$	2,000
Section 1	Other Claims / All Claims	$	2,000
Section 3	Office Bearers Liability (each and every Claim)	$	2,000
Section 4	Fidelity Guarantee (each and every Claim)	$	2,000
Section 5	Equipment Breakdown (each and every Claim)	$	2,000
Section 5	Water Chiller and Power Generators (each and every Claim)	$	5,000
Section 5	Central A/C Units (each and every Claim)	$	2,000
Section 5	Small A/C Units and Lift Excess (each and every Claim)	$	2,000
Section 6	Public Liability (each and every Claim)	$	2,000
Section 7	Gov't Audit Costs and OH & S Expenses (each and every Claim)	$	500
Section 7	Legal Defence Expenses Contribution: (each and every Claim)	$	1,000 10%

SPECIAL NOTATION

Property No Claim Bonus Included	No
Customer Loyalty Discount Included	No
Number of years with Longitude	2

Endorsement / Conditions:

Endorsements and Conditions – As outlined in the Product Disclosure Statement

Longitude is a corporate Authorised Representative of Austagencies P/L:
ABN 76 006 090 464 AFSL 244584
L13, 141 Walker Street North Sydney NSW 2060, PO Box 1813 North Sydney NSW 2059

This insurance is underwritten by Chubb Insurance Australia Limited. ABN: 23 001 642 020 AFS Licence Number: 239687 (Grosvenor Place Level 38, 225 George Street Sydney NSW 2000).

Equipment Breakdown Sub-Limit Endorsement

This endorsement varies the standard terms of Your Policy. It may expand, reduce, or impose additional conditions on your cover as set out in the standard Policy terms and should be read carefully.

By way of endorsement to the Policy, the parties agree as follows (subject otherwise to all other terms, conditions and exclusions of the Policy):

1. The following amendments are made to Section 5 of the Policy:

1.1. The maximum limits applying to certain Additional Benefits are amended as follows:

3.1 Expediting Expenses – $25,000

3.3 By-laws – $25,000

3.4 Hazardous Substances – $10,000

In all other respects the Policy remains unchanged.

This is a summary only. Full Terms and Conditions are as per the Insurer's Product Disclosure Statement/Policy Wording.

NOTICE TO INTENDING INSURED

General Advice Warning

Any reference in this document to “you” or “your” is a reference to the insured.

Any advice we provide in this document is of a general nature only and may be based on incomplete or inaccurate information, and details about policies of insurance represent summary information only. Before acting on this advice you should consider its appropriateness in light of your particular objectives, needs and financial situation. For full details, terms and conditions, limits and exclusions in respect to any policy of insurance you should refer to the policy summary in this document, the policy wording, and to the relevant Product Disclosure Statement (PDS) which is available from your strata manager, our website, or by contacting us. For more information about BCB’s significant relationships and remuneration arrangements please refer to our Financial Services Guide.

Important Notices

We draw your attention to the following important notices which may affect claims settlements under your policy. These notices are provided in the context of our general advice to you. Please carefully review your policy documents and schedule to ensure you understand the conditions for your own particular circumstances. For any questions you may have concerning the cover provided please contact BCB.

Your Duty of Disclosure

Before you enter into a contract of general insurance with an insurer, you have a duty, under the Insurance Contracts Act 1984, to disclose to the insurer every matter that you know or could reasonably be expected to know, is relevant to the insurer’s decision whether to accept the risk of the insurance and if so, on what terms. You also have the ongoing obligation to truthfully and accurately answer any requests for information from either BCB or your insurer.

You have the same duty to disclose those matters to the insurer before you **renew, extend, vary or reinstate a contract of general insurance**.

You do not need to disclose any matter that:

- That diminishes the insurer’s risk
- That is of common knowledge
- That the insurer knows or as an insurer should know; or
- That the insurer tells you they do not need to know

Consequence of Non-Disclosure

If you fail to comply with your duty to disclose, the insurer may be entitled to reduce its liability under the contract in respect of a claim or may cancel the contract. If your non-disclosure is fraudulent, the insurer may also have the option of voiding the contract from its beginning.

Remuneration Disclosure

Itemised Insurance Costs	
Base Premium (includes commission from insurer)	$ 23,343.89 $ 4,668.77 (20.0%)
ESL or FSL	$ 0.00
Stamp Duty	$ 2,311.06
Underwriting Agency Fee	$ 350.00
Broker Fee (as a % of base premium)	$ 605.00 (2.6%)
GST – all items	$ 2,429.89
Total Insurance Cost	$ 29,039.84
Allocation of Strata Insurance Remuneration	
Strata Management Company share of remuneration (ex GST)	$ 3,501.58
Broker share of remuneration (ex GST)	$ 1,772.19
Conflicts of Interest	Body Corporate Brokers Pty Ltd (BCB) and your Strata Management Company (where applicable if acting as an Authorised Representative / Distributor of BCB), manage our fiduciary obligations and any conflict of interest that may arise, by acting in the insured's best interests at all times. As a member of the National Insurance Brokers Association, we

	adhere to their Insurance Broker's Code of Practice, and we are licensed and regulated by the Australian Securities and Investments Commission. Important information about BCB and how we conduct our business with your Strata Management Company are contained within the Financial Services Guide (FSG) provided with this report.
Best Interest Declaration	In preparing this broker advice Body Corporate Brokers and your strata management company (where applicable) have acted in the best interests of the insured at all times. Alistair Gibney Managing Director & Responsible Officer Body Corporate Brokers Pty Ltd ACE Brendale

The above breakdown contains the following standard abbreviations;
Emergency Services Levy (ESL), Fire Service Levy (FSL) & Goods & Services Tax (GST)

Average or Co-insurance Clauses

Some policies contain an "average" or "co-insurance" clause which may reduce the amount of a claim payable under the policy. Consequently, where property is insured for less than full replacement value, owners may find they are liable to pay a portion of the loss or damage as self-insured.

In any policy, the insurer's maximum liability is limited to the sum insured or policy limit. Therefore it is very important that owners select sums insured which represent full replacement value for property or other limits under their policy which reflect their potential exposure to financial loss

'Claims Made and Notified' Provisions

Sections of your insurance policy relating to Office Bearer's Liability, and where applicable sections covering Government Audit Costs and Legal Expenses, are arranged on a 'claims made and notified' or similar basis. This means that (subject to the other terms of the policy) these sections of the policy only provide cover for claims first made against you and notified to the insurer during the period of insurance. You should therefore ensure that any incident – or notice that is given to you – that may give rise to a claim is reported to BCB without delay when such incident or notice first comes to your attention.

Major Exclusions and Uninsured Risks

Please also note that policy sections not selected by you are marked in our summary as "Not Selected" or 'Not Insured". If you believe that you require cover for any of these Uninsured Risks exposures or any other major perils currently excluded, please contact us to discuss your options.

Cooling Off Period

All policies are subject to a minimum cooling off period of 14 days, most strata insurers specify 21 days. Terms of the cooling off period – including the amount of premium that may be refunded – will vary across insurers and policies. Please refer to your PDS for your insurer's cooling off period. If you wish to cancel during the cooling off period, you must tell us during this period and we will notify the insurer.

Sums Insured

BCB has not reviewed the adequacy of the sums insured selected, and strongly recommends that you carefully consider whether the sums insured you have selected are sufficient. If you determine that your level of cover is insufficient, please contact us to arrange amendment.

Flood

We draw to your attention that flood is often a standard exclusion under the policy, please refer to your policy summary, PDS and policy wording to see if you have flood cover. If you specifically believe that you require cover for flood, please contact us to discuss your options.

New Claims

Any quotation we have obtained on your behalf is based on the understanding that there will be no deterioration in the claims experience between the date the insurers have quoted their terms and the inception date of the cover. If claims do occur during this period, the insurers have the right to revise their terms quoted or withdraw their quotation.

Hold Blameless/Waiver of Rights/Subrogation

You are warned that should you become a party to any agreement that has the effect of excluding or limiting your insurer's chance of recovery from a third party, your insurers may have the right to refuse to indemnify you for such loss where it is shown that your insurer's rights of recovery have been prejudiced by your action.

Others Parties' Interest

This contract only covers the interest in the property of the named insured and does not extend cover to the interest of any third party in such property.

Complaints and Disputes

Clients who are not fully satisfied with our services should contact our Complaints Officer (02 9024 3850). We are members of the Financial Ombudsmen Service (FOS) and its successor the Australian Financial Complaints Authority (AFCA). BCB adopts the General Insurance Brokers Code of Practice. Further information is available from our office, or contact FOS or AFCA at:

Financial Ombudsman Service Australia
if lodged before 1 November 2018;
Online : www.fos.org.au
Email : info@fos.org.au
Phone: 1800 367 367
Mail : Financial Ombudsman Service Limited
GPO Box 3 Melbourne VIC 3001

Australian Financial Complaints Authority
if lodged on or after 1 November 2018;
Online : www.afca.org.au
Email : info@afca.org.au
Phone 1800 931 678
Mail : Australian Financial Complaints Authority
GPO Box 3 Melbourne VIC 3001

Refund of Premiums

In the event of any refund premium being allowed for the cancellation or adjustment of this insurance policy, Body Corporate Brokers reserves the right to retain all commission, broker fees and similar charges.

Body Corporate Brokers Pty Ltd
Suite 1, 7-9 Burra Street
Chevron Island QLD 4217
Ph: 07 5668 7800
Email: contactus@bcb.com.au
A.B.N. 95 002 809 298
A.F.S.L. 244529

ENDORSEMENT TAX INVOICE

The Maxwell At New Farm CTS 51751
C/- Yule Strata
PO Box 76
CLAYFIELD QLD 4011

Date: 10/10/2025
Invoice Number: 1129893
Key Contact: Felicity Hasthorpe

Thank you for using our services to arrange this insurance cover.

Brief details of the cover arranged on your behalf are given below. You should refer to the policy documents issued by the insurer for complete policy terms and conditions.

Please read carefully the important notices attached regarding your duty of disclosure. Do not hesitate to contact us with any questions you may have.

Type of Policy	Longitude Residential
Insured	The Maxwell At New Farm CTS 51751
Description	40 Maxwell Street, New Farm, QLD 4005
Insurer	Longitude Insurance
Policy Number	LNG-STR-20171492
Period of Insurance	23/07/2025 to 23/07/2026
Effective Date	09/10/2025

Premium	FSL	Insurer Agency Policy Fee	Insurer Total GST	Stamp Duty	Broker Fee	Broker Fee GST	Invoice Total
$ 288.64	$ 0.00	$ 0.00	$ 28.86	$ 28.58	$ 44.00	$ 4.40	**$ 394.48**

Insurer commission included within base premium = $ 57.73 excl GST

Payment Options

DEFT PAYMENT SYSTEMS

DEFT Reference Number
405076211298930
Pay by credit card or registered bank account at **www.deft.com.au**.
Payments by credit card may attract a surcharge.

Name:	The Maxwell At New Farm CTS 51751
Invoice No:	01129893
Total:	**$ 394.48**
Due Date:	**23/10/2025**

Post Billpay

*498 405076 211298930

Pay in-store at Australia Post by cheque or EFTPOS

Biller Code: 20362
Ref: 405076211298930

Total Due: **$ 394.48**

Contact your participating financial institution to make BPAY payments using the biller code and reference number as detailed above

+405076 211298930 < 000039448<4+

Increase BSI from $15,374,649 to $15,623,000

LONGITUDE RESIDENTIAL STRATA POLICY SUMMARY

INSURED: The Maxwell At New Farm CTS 51751

SITUATION: 40 Maxwell Street, New Farm, QLD 4005
Percentage of building occupied by Commercial Occupants: 0.00%

SECTIONS

SECTION 1 – PROPERTY: PHYSICAL LOSS, DESTRUCTION OR DAMAGE

Costs incurred by the Body Corporate		
Building	$	15,623,000
2.1 i) fixed artwork or sculptures	$	50,000
Common Contents	$	156,230
2.2 g) pots, plants, shrubs, trees, rockwork and lawns	$	25,000
2.2 h) money	$	10,000
2.2 i) artwork of sculptures (other than fixed)	$	100,000
Storm Surge (caused by and immediately following a named tropical cyclone) any one event and in the aggregate Period of Insurance	$	2,000,000
Optional Additional Benefits		
Loss of Market Value		Not Insured
Flood Cover		Insured
(*Optional) Limit of Liability	$	15,779,230
Costs incurred by the Lot Owner		
All subsections 5.16 (a) – (i) combined	$	3,905,750
Lot Owners fixtures and fittings (Per lot)	$	300,000
Temporary Accommodation & Loss of Rent	$	2,343,450
Lot Owners Additional Benefits		
Paint & Wallpaper (applies to NSW & ACT only)		Not Insured
Floating Floorboards		Not Insured
Catastrophe Cover (sub section 5.1)		
Buildings (%)		30%
Common Contents		30%
Costs Incurred by the Lot Owner		30%
Additional Benefits		30%

SECTION 2 – VOLUNTARY WORKERS PERSONAL ACCIDENT

Death & Disablement	$	200,000
Weekly Benefits		Insured up to $2,000 per week for Total Disablement and up to $1,000 per week for Partial Disablement

All per Policy Table of Benefits

Deductible/ Excess

Excluded Period of Claim (each and every Claim)	7 Days

All Per Table of Benefits

SECTION 3 – OFFICE BEARERS LIABILITY

Aggregate Limit of Liability	$	5,000,000
Optional Additional Benefits		
Defence Costs (in the aggregate Period of Insurance)		Not Insured
Statutory Fines & Penalties (in the aggregate Period of Insurance)		Not Insured

SECTION 4 – FIDELITY GUARANTEE

Limit per person and in the Aggregate	$	100,000

SECTION 5 – EQUIPMENT BREAKDOWN

Limit of Liability	$	100,000

SECTION 6 – PUBLIC LIABILITY

Limit of Liability	$	20,000,000

SECTION 7 – GOVERNMENT AUDIT COSTS, WORKPLACE HEALTH & SAFETY BREACHES & LEGAL EXPENSES

(a) Government Audit Costs		
Aggregate Limit of Liability	$	30,000
(b) Workplace Health & Safety Breaches		
Aggregate Limit of Liability	$	150,000
(c) Legal Defence Expenses		
Aggregate Limit of Liability	$	50,000

Excesses:

Section 1	Storm, Tempest & Rainwater (each and every Claim)	$	5,000
Section 1	Loss, destruction or damage caused by or arising from earthquake, subterranean fire or volcanic eruption (each and every Claim)	$	2,000
Section 1	Water Damage/Burst Pipe Claims * Water Damage / Burst Pipes - Damage caused by bursting, leaking, discharging or overflowing of any mains,pipes, gutters, drains, tanks or fixed apparatus used to hold or carry water or other liquids	$	5,000
Section 1	Flood Damage Claims (each and every Claim)	$	2,000
Section 1	Other Claims / All Claims	$	2,000
Section 3	Office Bearers Liability (each and every Claim)	$	2,000
Section 4	Fidelity Guarantee (each and every Claim)	$	2,000
Section 5	Equipment Breakdown (each and every Claim)	$	2,000
Section 5	Water Chiller and Power Generators (each and every Claim)	$	5,000
Section 5	Central A/C Units (each and every Claim)	$	2,000
Section 5	Small A/C Units and Lift Excess (each and every Claim)	$	2,000
Section 6	Public Liability (each and every Claim)	$	2,000
Section 7	Gov't Audit Costs and OH & S Expenses (each and every Claim)	$	500
Section 7	Legal Defence Expenses Contribution: (each and every Claim)	$	2,000 10%

SPECIAL NOTATION

Property No Claim Bonus Included	No
Customer Loyalty Discount Included	No
Number of years with Longitude	2

Endorsement / Conditions:

Endorsements and Conditions – As outlined in the Product Disclosure Statement

Longitude is a corporate Authorised Representative of Austagencies P/L:
ABN 76 006 090 464 AFSL 244584
L13, 141 Walker Street North Sydney NSW 2060, PO Box 1813 North Sydney NSW 2059

This insurance is underwritten by Chubb Insurance Australia Limited. ABN: 23 001 642 020 AFS Licence Number: 239687 (Grosvenor Place Level 38, 225 George Street Sydney NSW 2000).

Equipment Breakdown Sub-Limit Endorsement

This endorsement varies the standard terms of Your Policy. It may expand, reduce, or impose additional conditions on your cover as set out in the standard Policy terms and should be read carefully.

By way of endorsement to the Policy, the parties agree as follows (subject otherwise to all other terms, conditions and exclusions of the Policy):

1. The following amendments are made to Section 5 of the Policy:

1.1. The maximum limits applying to certain Additional Benefits are amended as follows:

3.1 Expediting Expenses – $25,000

3.3 By-laws – $25,000

3.4 Hazardous Substances – $10,000

In all other respects the Policy remains unchanged.

This is a summary only. Full Terms and Conditions are as per the Insurer's Product Disclosure Statement/Policy Wording.

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Remuneration Disclosure

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ESL or FSL	$ 0.00
Stamp Duty	$ 28.58
Underwriting Agency Fee	$ 0.00
Broker Fee (as a % of base premium)	$ 44.00 (15.2%)
GST – all items	$ 33.26
Total Insurance Cost	$ 394.48
Allocation of Strata Insurance Remuneration	
Strata Management Company share of remuneration (ex GST)	$ 43.30
Broker share of remuneration (ex GST)	$ 58.43
Conflicts of Interest	Body Corporate Brokers Pty Ltd (BCB) and your Strata Management Company (where applicable if acting as an Authorised Representative / Distributor of BCB), manage our fiduciary obligations and any conflict of interest that may arise, by acting in the insured's best interests at all times. As a member of the National Insurance Brokers Association, we

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Financial Ombudsman Service Australia
if lodged before 1 November 2018;
Online : www.fos.org.au
Email : info@fos.org.au
Phone: 1800 367 367
Mail : Financial Ombudsman Service Limited
GPO Box 3 Melbourne VIC 3001

Australian Financial Complaints Authority
if lodged on or after 1 November 2018;
Online : www.afca.org.au
Email : info@afca.org.au
Phone 1800 931 678
Mail : Australian Financial Complaints Authority
GPO Box 3 Melbourne VIC 3001

Refund of Premiums

In the event of any refund premium being allowed for the cancellation or adjustment of this insurance policy, Body Corporate Brokers reserves the right to retain all commission, broker fees and similar charges.

P: 07 3262 3527 E: contactus@yulestrata.com.au W: yulestrata.com.au ABN: 11 604 847 529

YULESTRATA
BODY CORPORATE MANAGERS

Level 1 - 38 Hudson Road, Albion QLD 4010 PO Box 76, Clayfield QLD 4011

THE MAXWELL NEW FARM CTS 51751

40 Maxwell Street New Farm Qld 4005

BALANCE SHEET

AS AT 30 JUNE 2025

	ACTUAL 30/06/2025	ACTUAL 30/06/2024
OWNERS FUNDS		
Administrative Fund	8,678.11	11,024.94
Sinking Fund	98,207.20	400,705.60
TOTAL	**$ 106,885.31**	**$ 411,730.54**
THESE FUNDS ARE REPRESENTED BY		
CURRENT ASSETS		
Cash At Bank	88,115.59	395,328.47
Term Deposit	28,184.30	26,835.57
Term Deposit	27,042.66	25,748.56
Prepayments	0.00	1,945.12
Other Arrears	0.00	22.00
TOTAL ASSETS	**143,342.55**	**449,879.72**
LIABILITIES		
Creditors	(250.29)	0.00
Accruals	(132.00)	(132.00)
All Levies Rec'd In Advance	36,839.53	38,281.18
TOTAL LIABILITIES	**36,457.24**	**38,149.18**
NET ASSETS	**$ 106,885.31**	**$ 411,730.54**

P: 07 3262 3527 E: contactus@yulestrata.com.au W: yulestrata.com.au ABN: 11 604 847 529
YULESTRATA
BODY CORPORATE MANAGERS
Level 1 - 38 Hudson Road, Albion QLD 4010 PO Box 76, Clayfield QLD 4011

THE MAXWELL NEW FARM CTS 51751

40 Maxwell Street New Farm Qld 4005

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JULY 2024 TO 30 JUNE 2025

	ACTUAL 01/07/24-30/06/25	BUDGET 01/07/24-30/06/25	ACTUAL 01/07/23-30/06/24
ADMINISTRATIVE FUND			
INCOME			
Levies - Administrative Fund	64,325.82	64,325.73	56,090.60
Levies - Insurance	26,602.66	26,602.66	16,201.62
Sundry Income	(0.03)	0.00	0.00
TOTAL ADMIN. FUND INCOME	**90,928.45**	**90,928.39**	**72,292.22**
EXPENDITURE - ADMIN. FUND			
Accounting - Tax Return Fee	66.00	66.00	132.00
Bank Charges	25.65	100.00	89.30
Building Repairs	1,102.32	2,000.00	235.96
Building Repairs Garage Doors	0.00	500.00	0.00
Building Repairs Keys & Locks	0.00	750.00	502.00
Building Repairs Air Condition	0.00	650.00	0.00
Cleaning	2,288.00	0.00	0.00
Cleaning - Bin Service	1,320.00	0.00	0.00
Cleaning Supplies	19.33	0.00	0.00
Electrical Repairs	1,105.61	2,000.00	0.00
Fire Control	5,701.17	4,000.00	3,465.04
Gardens & Grounds	13,857.03	24,000.00	20,465.71
Insurance - Excess	5,000.00	0.00	500.00
Insurance - Premium	26,518.19	26,518.19	21,758.69
Insurance - Premium Prior Year	0.00	0.00	16,031.57
Insurance - Claims	517.00	0.00	(517.00)
Land Valuation To Owners	30.80	30.80	0.00
Lift Maintenance	11,297.46	8,750.00	8,067.32
Lift Registration Fee	404.09	425.00	410.14
Management Fee	2,070.00	2,070.00	2,030.00
Management Fee - Additional	100.65	0.00	115.41
Management Fee - Disbursement	1,000.00	1,000.00	980.00
Monthly Status Report	144.00	144.00	144.00
Pest Control	0.00	1,000.00	788.00
Plumbing & Drainage	341.00	1,500.00	1,100.60
Plumbing Back Flow Device	715.50	1,000.00	765.13
Pool Safety Certificate	286.26	400.00	374.26
Pool Service & Chemicals	1,663.65	250.00	46.75
Postage At Cost	6.00	20.00	11.10

P: 07 3262 3527 E: contactus@yulestrata.com.au W: yulestrata.com.au ABN: 11 604 847 529

YULESTRATA

BODY CORPORATE MANAGERS

Level 1 - 38 Hudson Road, Albion QLD 4010 PO Box 76, Clayfield QLD 4011

THE MAXWELL NEW FARM CTS 51751

40 Maxwell Street New Farm Qld 4005

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JULY 2024 TO 30 JUNE 2025

	ACTUAL	BUDGET	ACTUAL
	01/07/24-30/06/25	01/07/24-30/06/25	01/07/23-30/06/24
Reports - Switchboard	764.50	350.00	0.00
Software Support	200.20	200.20	130.90
Storage Of Records	33.00	33.00	33.00
Taxation - Return Preparation	143.00	132.00	264.00
Taxation - Payable	4,303.04	1,500.00	1,025.70
Utilities - Electricity	5,353.56	6,250.00	5,941.21
Utilities - Water & Sewerage	6,241.27	4,500.00	3,930.71
Waste Disposal	459.00	0.00	0.00
Quotes/Work Orders Issued	198.00	198.00	165.00
TOTAL ADMIN. EXPENDITURE	**93,275.28**	**90,337.19**	**88,986.50**
SURPLUS / DEFICIT	**$ (2,346.83)**	**$ 591.20**	**$ (16,694.28)**
Opening Admin. Balance	11,024.94	11,024.94	27,719.22
ADMINISTRATIVE FUND BALANCE	**$ 8,678.11**	**$ 11,616.14**	**$ 11,024.94**

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THE MAXWELL NEW FARM CTS 51751

40 Maxwell Street New Farm Qld 4005

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 JULY 2024 TO 30 JUNE 2025

	ACTUAL 01/07/24-30/06/25	BUDGET 01/07/24-30/06/25	ACTUAL 01/07/23-30/06/24
SINKING FUND			
INCOME			
Levies - Sinking Fund	34,130.04	34,130.04	31,018.30
Special Sinking Fund	0.00	0.00	198,943.26
Interest Income	2,642.83	0.00	8,188.84
TOTAL SINKING FUND INCOME	**36,772.87**	**34,130.04**	**238,150.40**
EXPENDITURE - SINKING FUND			
Building Repairs Air Condition	2,799.50	5,000.00	0.00
Building Repairs Doors	0.00	0.00	4,250.00
Building Repairs	0.00	0.00	8,142.20
Electrical Works	7,812.52	0.00	0.00
Engineers Report	0.00	0.00	8,187.30
Fire Protection	2,114.94	6,600.00	1,210.00
Roof Top Renovation	326,544.31	94,154.00	0.00
Pool	0.00	0.00	676.00
TOTAL SINK. FUND EXPENDITURE	**339,271.27**	**105,754.00**	**22,465.50**
SURPLUS / DEFICIT	**$ (302,498.40)**	**$ (71,623.96)**	**$ 215,684.90**
Opening Sinking Fund Balance	400,705.60	400,705.60	185,020.70
SINKING FUND BALANCE	**$ 98,207.20**	**$ 329,081.64**	**$ 400,705.60**