



# Seller disclosure statement

Property Law Act 2023 section 99

Form 2, Version 1 | Effective from: 1 August 2025

**WARNING TO BUYER** – This statement contains important legal and other information about the property offered for sale. You should read and satisfy yourself of the information in this statement before signing a contract. You are advised to seek legal advice before signing this form. You should not assume you can terminate the contract after signing if you are not satisfied with the information in this statement.

**WARNING – You must be given this statement before you sign the contract for the sale of the property.**

**This statement does not include information about:**

- » flooding or other natural hazard history
- » structural soundness of the building or pest infestation
- » current or historical use of the property
- » current or past building or development approvals for the property
- » limits imposed by planning laws on the use of the land
- » services that are or may be connected to the property
- » the presence of asbestos within buildings or improvements on the property.

You are encouraged to make your own inquiries about these matters before signing a contract. You may not be able to terminate the contract if these matters are discovered after you sign.

## Part 1 – Seller and property details

Seller **BRENTON JAY CLUTTERBUCK**

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

**6/31 COCHRANE STREET, MOOROOBOOL QLD 4870**

Lot on plan description

**6/GTP70269**

Community titles scheme  
or 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**

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

## Part 3 – Land use, planning and environment

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

<b>Zoning</b>	The zoning of the property is ( <i>Insert zoning under the planning scheme, the Economic Development Act 2012; the Integrated Resort Development Act 1987; the Mixed Use Development Act 1993; the State Development and Public Works Organisation Act 1971 or the Sanctuary Cove Resort Act 1985, as applicable</i> ):  Medium Density Residential
<b>Transport proposals and resumptions</b>	<p>The lot is affected by a notice issued by a Commonwealth, State or local government entity and given to the seller about a transport infrastructure proposal* to: locate transport infrastructure on the property; or alter the dimensions of the property.</p> <p>The lot is affected by a notice of intention to resume the property or any part of the property.</p> <p><i>If Yes, a copy of the notice, order, proposal or correspondence must be given by the seller.</i></p>
	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

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

<b>Contamination and environmental protection</b>	<p>The property is recorded on the Environmental Management Register or the Contaminated Land Register under the <i>Environmental Protection Act 1994</i>.</p> <p><b>The following notices are, or have been, given:</b></p> <p>A notice under section 408(2) of the <i>Environmental Protection Act 1994</i> (for example, land is contaminated, show cause notice, requirement for site investigation, clean up notice or site management plan).</p> <p>A notice under section 369C(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which an environmental enforcement order applies).</p> <p>A notice under section 347(2) of the <i>Environmental Protection Act 1994</i> (the property is a place or business to which a prescribed transitional environmental program applies).</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Trees</b>	<p>There is a tree order or application under the <i>Neighbourhood Disputes (Dividing Fences and Trees) Act 2011</i> affecting the property.</p> <p><i>If Yes, a copy of the order or application must be given by the seller.</i></p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Heritage</b>	<p>The property is affected by the <i>Queensland Heritage Act 1992</i> or is included in the World Heritage List under the <i>Environment Protection and Biodiversity Conservation Act 1999</i> (Cwlth).</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

<b>Flooding</b>	<p>Information about whether the property is affected by flooding or another natural hazard or within a natural hazard overlay can be obtained from the relevant local government and you should make your own enquiries. Flood information for the property may also be available at the <a href="#">FloodCheck Queensland</a> portal or the <a href="#">Australian Flood Risk Information</a> portal.</p>
<b>Vegetation, habitats and protected plants</b>	<p>Information about vegetation clearing, koala habitats and other restrictions on development of the land that may apply can be obtained from the relevant State government agency.</p>

## Part 4 – Buildings and structures

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

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

## Part 5 – Rates and services

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

### Rates

#### Whichever of the following applies—

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

Amount:

Date Range:

OR

The property is currently a rates exempt lot.\*\*

OR

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

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

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

### Water

#### Whichever of the following applies—

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

Amount:

Date Range:

OR

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

Amount:

Date Range:

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

## Part 6 – Community titles schemes and BUGTA schemes

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

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

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

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

<b>Building Units and Group Titles Act 1980</b>	<b>The property is included in a BUGTA scheme</b> (If Yes, complete the information below)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<b>Body Corporate Certificate</b>	<p>A copy of a body corporate certificate for the lot under the <i>Building Units and Group Titles Act 1980</i>, section 40AA(1) is given to the buyer.</p> <p><i>If No</i>—An explanatory statement is given to the buyer that states:</p> <ul style="list-style-type: none"> <li>» a copy of a body corporate certificate for the lot is not attached; and</li> <li>» the reasons under section 7 of the <i>Property Law Regulation 2024</i> why the seller has not been able to obtain a copy of the body corporate certificate for the lot.</li> </ul> <p><b>Note</b>—If the property is part of a BUGTA scheme, you will be subject to by-laws approved by the body corporate and other by-laws that regulate your use of the property and common property.</p>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

## Signatures - SELLER

Signed by:

 BRENTON JAY CLUTTERBUCK

BF379B5673864CB  
Signature of seller

Signature of seller

**BRENTON JAY CLUTTERBUCK**

Name of Seller

Name of Seller

1/22/2026

Date

Date

## Signatures - BUYER

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

Signature of buyer

Signature of buyer

Name of buyer

Name of buyer

Date

Date

## Body corporate certificate

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 ...Page 2
- details of the property and community titles scheme ...Page 3
- by-laws and exclusive use areas ...Page 4
- lot entitlements and financial information ...Page 5
- owner contributions and amounts owing ...Page 6
- common property and assets ...Page 8
- insurance ...Page 9
- contracts and authorisations ...Page 10

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](http://www.qld.gov.au/bodycorporate).

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

**The information in this certificate is issued on 20/01/2026.**

## Becoming an owner

When you become an owner of a lot in a community title 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

Heritage Village 18665

#### 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: Pedzi Mawande

Company: ZACK's Enterprises Pty Ltd

Phone: 4020 8072

Email: admin@zacks-strata.com

No

#### Accessing records

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

The body corporate manager named above.

The following person:

Name:

Role:

Phone:

Email:

## Property and community titles scheme details

### Lot and plan details

Lot number: 6

Plan type and number: GTP70269

Plan of subdivision:  Standard Format  Building Format  Volumetric Format

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](http://www.qld.gov.au/buyingbodycorporate).

#### The regulation module that applies to this scheme is the:

Accommodation  Commercial  Small Schemes  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](http://www.qld.gov.au/buyingbodycorporate).

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

Yes

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?

Yes

No

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

## 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.
- The community management statement specifies the by-laws in Schedule 4 of the *Body Corporate and Community Management Act 1997* apply to the scheme.
- A consolidated set of the by-laws for the scheme is given with this certificate.

### Exclusive use areas

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

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

- Yes
- No

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

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

## Lot entitlements and financial information

### Lot entitlements

Lot entitlements are used to determine the proportion of body corporate expenses each lot owner is responsible for. The community management statement contains two schedules of lot entitlements – a contribution schedule of lot entitlements and an interest schedule of lot entitlements, outlining the entitlements for each lot in the scheme. The contribution schedule lot entitlement for a lot (as a proportion of the total for 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: 3

Total contribution schedule lot entitlements for all lots: 104

### Interest schedule

Interest schedule lot entitlement for the lot: 3

Total interest schedule lot entitlements for all lots: 104

### 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 6 for the current financial year: \$3,342.00

Number of instalments: 4 (outlined below)

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

Discount for on-time payments (if applicable): 0.00%

Due date	Amount due	Amount due if discount applied	Paid
01/05/2025	\$523.38	\$523.38	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
31/08/2025	\$939.54	\$939.54	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
01/11/2025	\$939.54	\$939.54	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
01/02/2026	\$939.54	\$939.54	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

### Sinking fund contributions

Total amount of contributions (before any discount) for lot 6 for the current financial year: \$721.14

Number of instalments: 4 (outlined below)

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

Discount for on-time payments (if applicable): 0.00%

Due date	Amount due	Amount due if discount applied	Paid
01/05/2025	\$180.27	\$180.27	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
31/08/2025	\$180.29	\$180.29	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
01/11/2025	\$180.29	\$180.29	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
01/02/2026	\$180.29	\$180.29	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

### Special contributions (IF ANY)

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

Total amount of contributions (before any discount) for lot 6: \$0.00

Number of instalments: 0 (outlined below)

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

Discount for on-time payments (if applicable): 0.00%

### Other amounts payable by the lot owner

For the current financial year there are:

No other amounts payable for the lot.

Amounts payable under exclusive use by-laws, totalling \$0.00

Amounts payable under service agreements (that are not included in body corporate contributions for the lot), totalling \$0.00

Other amounts payable, totalling \$0.00 (see explanation given with this certificate).

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

At the date of this certificate:

All payments for the lot are up to date.

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

Overdue contributions: \$0.00

Penalties on overdue contributions: \$0.00

Other amounts due but not paid: \$0.00

**Total amounts due but not paid: \$0.00**

## Common property and assets

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

The body corporate is usually responsible for maintaining common property in a good and structurally sound condition. An owner is usually responsible for maintaining common property or assets that their lot has been allocated exclusive use of, or for maintaining improvements to common property or utility infrastructure that is only for the benefit of their lot. The body corporate may have additional maintenance responsibilities, depending on the plan of subdivision the scheme is registered under. For more information, visit [www.qld.gov.au/buyingbodycorporate](http://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.
- No

**Current sinking fund balance (as at date of certificate): \$59,734.83**

## 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.

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

## Body corporate assets

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

- The body corporate does not have any assets that it is required to record in its register.
- A copy of the body corporate register of assets is given with this certificate.

## 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, the:

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

are given with this certificate.

### Alternative insurance

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

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

Yes

No

### Lot owner and occupier insurance

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

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

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

## Contracts and authorisations

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

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

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

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

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

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

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

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

Yes  
 No

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

Yes  
 No

### Embedded network electricity supply

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

Yes  
 No

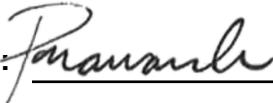
More information about embedded networks in community titles schemes is available from [www.qld.gov.au/buyingbodycorporate](http://www.qld.gov.au/buyingbodycorporate).

## Body corporate authority

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

**Name/s:** Pedzi Mawande

**Position/s held:** Strata Manager

**Signature/s:** 

**Date:** 20/01/2026

### Copies of documents given with this certificate:

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

# ANNUAL FINANCIAL STATEMENTS

For the period 1 May 2024 to 30 April 2025

Prepared For

**Heritage Village**

**CTS 18665**

31 Cochrane Street  
Mooroobool  
Queensland 4870

**Manager**

Pedzi Mawande  
ZACK's Enterprises Pty Ltd

**Printed**

20 January 2026

## Balance Sheet

Administrative &amp; Sinking Fund

Body Corporate for Heritage Village CTS 18665

As at 30th April 2025

31 Cochrane Street Mooroobool Queensland 4870

ABN/ACN 79 398 022 138

Assets	2025
Cash	60,394.54
<b>Total Assets</b>	<b>\$ 60,394.54</b>
<hr/>	
Liabilities	
Unpresented Transactions	Note 5 297.00
<b>Total Liabilities</b>	<b>\$ 297.00</b>
<b>Net Assets</b>	<b>\$ 60,097.54</b>
<hr/>	
Equity	
Administrative Fund	(4,845.68)
Sinking Fund	64,943.22
<b>Total Equity</b>	<b>\$ 60,097.54</b>

**Income and Expenditure Statement****Administrative Fund****Body Corporate for Heritage Village CTS 18665****1 May 2024 to 30 April 2025**

31 Cochrane Street Mooroobool Queensland 4870

ABN/ACN 79 398 022 138

**Income**

Levy Fees - normal	121,160.17
Mutual Revenue - penalty interest	515.01
<b>Total Administrative Fund Income</b>	<b>121,675.18</b>

**Expenditure**

Accountant - company tax returns	275.00
Administrative Fees & Charges - computer/internet f...	661.58
Bank Fees & Charges - DEFT fees	267.75
Body Corporate Manager - Additional Services	1,850.80
Body Corporate Manager - Data Storage Fee	528.00
Body Corporate Manager - management fees	8,510.04
Electricity	1,132.81
Fire Protection Services	594.00
Garden/Lawn Maintenance	29,879.30
Garden/Lawn Maintenance - tree/shrub trimming	3,003.00
Insurance Premiums - building	45,280.47
Legal Services	4,109.60
Legal Services - debt recovery	4,305.50
Manager - Admin Costs (Levy debt / other) - Recov...	3,327.50
Minor Building Maintenance	1,748.23
Pest Control Services	330.00
Pool Maintenance	8,782.51
Pool Maintenance - Safety Compliance	178.50
Water	16,350.09

<b>Total Administrative Fund Expenditure</b>	<b>131,114.68</b>
----------------------------------------------	-------------------

<b>Surplus / Deficit for period</b>	<b>(9,439.50)</b>
-------------------------------------	-------------------

**Summary**

Opening Balance as at 1 May 2024	4,593.82
Total Revenue during period	121,675.18
Total Expenditure during period	(131,114.68)
<b>Administrative Fund balance as at 30 April 2025</b>	<b>(\$ 4,845.68)</b>

**Income and Expenditure Statement****Sinking Fund****Body Corporate for Heritage Village CTS 18665****1 May 2024 to 30 April 2025**

31 Cochrane Street Mooroobool Queensland 4870

ABN/ACN 79 398 022 138

**Income**

Levy Fees - normal	25,834.70
Mutual Revenue - penalty interest	145.72
<b>Total Sinking Fund Income</b>	<b>25,980.42</b>

**Expenditure**

Consultant	3,960.00
Electrical Repairs - Main Switchboards	2,870.30
Exterior Finishes - Pressure Cleaning	1,485.00
Fences & Gates	726.00
Plumbing Maintenance	6,242.31
Pool Maintenance	220.00
<b>Total Sinking Fund Expenditure</b>	<b>15,503.61</b>
<b>Surplus / Deficit for period</b>	<b>10,476.81</b>

**Summary**

Opening Balance as at 1 May 2024	54,466.41
Total Revenue during period	25,980.42
Total Expenditure during period	(15,503.61)
<b>Sinking Fund balance as at 30 April 2025</b>	<b>\$ 64,943.22</b>

# Notes To Financial Statements

## Body Corporate for Heritage Village CTS 18665

31 Cochrane Street Mooroobool Queensland 4870

ABN/ACN 79 398 022 138

### Note 1 Summary of Accounting Policies

This special purpose financial report has been prepared for distribution to owners to fulfill the body corporate's financial reporting requirements under the Body Corporate and Community Management Act 1997. The accounting policies used in the preparation of this report, as described below, are in the opinion of the body corporate manager appropriate to meet the needs of owners.

- (a) The financial report has been prepared on the Cash basis of accounting including the historical cost convention and the going concern assumption.
- (b) The requirements of Accounting Standards and other professional reporting requirements in Australia do not have mandatory applicability to the body corporate because it is not a "reporting entity" as defined in those Standards.

### Note 2 Unpresented Transactions

Any items shown as "Unpresented Transactions" in the Balance Sheet represent money received or paid that has yet to be presented to the body corporate's financial institution (bank).

### Note 3 Income Tax

Assessable income such as interest, dividends and other investment income derived by the Body Corporate, is taxable at the current company tax rate of 30%. Assessable income received by the Body Corporate in respect of common property, other than as stated above, is taxable in the hands of individual owners as determined by Tax Ruling 2015/3.

### Note 4 Depreciation

Common property, including assets fixed to it, is not beneficially owned by the body corporate and is therefore not depreciable. Non-fixed assets that are purchased by the body corporate are beneficially owned by it, but the purchase cost is expensed upon acquisition and not depreciated.

### Note 5 Unpresented Transactions - also see note 2

Detail	Amount
Fire Detection Technologies Contracted Services - April 2025	-297.00
	(\$ 297.00)

**OTHER AMOUNTS PAYABLE BY THE LOT OWNER**  
**Body Corporate for Heritage Village (CTS 18665) - Lot: 6**  
**As at 20 January 2026**

Issue Date	Due Date	Description	Amount
<b>Total</b>			

## Body Corporate for Heritage Village CTS 18665

31 Cochrane Street Mooroobool Queensland 4870  
ABN/ACN 79 398 022 138

### REGISTER OF ASSETS

Date of Acquisition	Cost of Asset	Brief Description of Asset	Received From	Address	Disposal Date	Disposed To
29/09/17	\$2,024.00	Supply & Install grate frames	Hire a Hubby Bayview			
22/09/15	\$2,600.00	Salt Chlorinator 100g - Puraflo	Snows Pool & Gardening S...	18 Eddy Street CLIFTON BEACH QLD 4879		
22/03/19	\$3,960.00	Replace Western Side of Cochrane St Fence	Gordon Lycett Complete Tra...	PO Box 5412 CAIRNS QLD 4870		
07/03/19	\$4,298.52	Replace Shade Sail Over Pool	Style Shades Cairns	4 Shannon Drive WOREE QLD 4868		
25/05/18	\$11,730.00	Boundary Fencing	Phantom Quality Fencing	10 Victoria Street PARRAMATTA PARK QLD 4870		
17/08/18	\$18,689.00	New Switchboard	Richardson's Electrical Serv...	1 Rodda Street BUNGALOW QLD 4870		

# Insurance Report

**Body Corporate for Heritage Village CTS 18665**

31 Cochrane Street Mooroobool Queensland 4870

**Policy number : 5456468**

## Insurance Policy Details

**Policy Number:** 5456468  
**Period of Insurance:** 7 October 2025 to 7 October 2026  
**Insurance Company:** Sure Insurance  
**Broker (if any):** Corpsure Insurance Broking  
**Amount of Premium:** \$ 47,783.69  
**Paid Date:** 2 October 2025

Policy Type	Amount of cover	Excess
Damage (i.e. Building) Policy	\$5,040,000	2,000.00
Common Area Contents	\$47,610	2,000.00
Loss Of Rent/Temporary Accommodation	\$504,000	2,000.00
Glass	Included	2,000.00
Theft	Included	2,000.00
Property, Death and Injury (Public Liability)	\$20,000,000	2,000.00
Fidelity Guarantee Insurance	\$50,000	2,000.00
Office Bearers Liability Insurance	\$1,000,000	2,000.00
Voluntary Workers Insurance	\$40,000	2,000.00

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

## GENERAL REQUEST

Form 14 Version 4  
Page 1 of 1



**717562535**

*Duty Imprint*

**\$85.00**

07/10/2016 12:13

**CS 470**

use Department's website.

**1. Nature of request**

REQUEST TO RECORD NEW COMMUNITY  
MANAGEMENT STATEMENT FOR HERITAGE  
VILLAGE COMMUNITY TITLES SCHEME 18665

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

**Lodger  
Code**

ZACK's Strata  
P.O. Box 828, SMITHFIELD QLD 4878  
[admin@zacks-strata.com](mailto:admin@zacks-strata.com)  
Ph: 07 4055 6986 Mobile: 0417 631 368

**2. Lot on Plan Description**

COMMON PROPERTY OF HERITAGE VILLAGE COMMUNITY TITLES SCHEME 18665

**Title Reference**  
19370269

**3. Registered Proprietor/State Lessee**

BODY CORPORATE FOR HERITAGE VILLAGE COMMUNITY TITLES SCHEME 18665

**4. Interest**

NOT APPLICABLE

**5. Applicant**

BODY CORPORATE FOR HERITAGE VILLAGE COMMUNITY TITLES SCHEME 18665

**6. Request**

I hereby request that: the New CMS deposited herewith which amends schedules "C" of the previous CMS be recorded as the CMS for Heritage Village Community Titles Scheme 18665.

**7. Execution by applicant**



**Execution Date**

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

*Ross Jackson, Chairperson*

*Gordon Bonnar, Treasurer*

**Applicant's or Solicitor's Signature**

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

**CMS** Version 3  
Page 1 of 16

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

18665

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

**CMS LABEL NUMBER**

<b>1. Name of community titles scheme</b>	<b>2. Regulation module</b>
HERITAGE VILLAGE COMMUNITY TITLES SCHEME 18665	STANDARD MODULE

**8. Name of body corporate**  
**BODY CORPORATE FOR HERITAGE VILLAGE COMMUNITY TITLES SCHEME 18665**

<b>4. Scheme Land</b>	
<b>Lot on Plan Description</b>	<b>Title Reference</b>
Common Property for Heritage Village Community Titles Scheme 18665	19370269
Lots 1 – 40 (inclusive) on BUP 70269	21396058 to 21396097

<b>5. Name and address of original owner #</b> Not applicable	<b>6. Reference to plan lodged with this statement</b> Not applicable
------------------------------------------------------------------	--------------------------------------------------------------------------

## # first community management statement only

## 8. Local Government community management statement notation

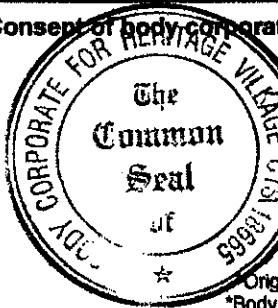
.signed

**1. name and designation**

**name of Local Government**

#### **8. Execution by original owner/Consort of body corporate**

6-10-16  
Execution Date



~~ROSS JACKSON~~  
ROSS JACKSON, Chairperson

Gordon Bonnar, Treasurer

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

Title Reference [19370260]

Page 2 of 16

SCHEDULE A	SCHEDULE OF LOT ENTITLEMENTS	
Lot on Plan	Contribution	Interest
Lot 1 on BUP 70269	2	2
Lot 2 on BUP 70269	2	2
Lot 3 on BUP 70269	2	2
Lot 4 on BUP 70269	2	2
Lot 5 on BUP 70269	3	3
Lot 6 on BUP 70269	3	3
Lot 7 on BUP 70269	3	3
Lot 8 on BUP 70269	3	3
Lot 9 on BUP 70269	3	3
Lot 10 on BUP 70269	3	3
Lot 11 on BUP 70269	3	3
Lot 12 on BUP 70269	3	3
Lot 13 on BUP 70269	3	3
Lot 14 on BUP 70269	3	3
Lot 15 on BUP 70269	2	2
Lot 16 on BUP 70269	2	2
Lot 17 on BUP 70269	2	2
Lot 18 on BUP 70269	2	2
Lot 19 on BUP 70269	3	3
Lot 20 on BUP 70269	3	3
Lot 21 on BUP 70269	3	3
Lot 22 on BUP 70269	3	3
Lot 23 on BUP 70269	2	2
Lot 24 on BUP 70269	2	2
Lot 25 on BUP 70269	2	2
Lot 26 on BUP 70269	2	2
Lot 27 on BUP 70269	3	3
Lot 28 on BUP 70269	3	3
Lot 29 on BUP 70269	3	3
Lot 30 on BUP 70269	3	3
Lot 31 on BUP 70269	3	3
Lot 32 on BUP 70269	3	3
Lot 33 on BUP 70269	3	3
Lot 34 on BUP 70269	3	3
Lot 35 on BUP 70269	2	2
Lot 36 on BUP 70269	2	2
Lot 37 on BUP 70269	2	2
Lot 38 on BUP 70269	2	2
Lot 39 on BUP 70269	3	3
Lot 40 on BUP 70269	3	3
<b>Total</b>	<b>104</b>	<b>104</b>

Title Reference [19370260]

Page 3 of 16

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

This is a basic Scheme. Sections 66(1)(d), (f) and (g) of the Act do not apply.

**SCHEDULE C BY-LAWS****PART A****DEFINITIONS**

In this Community Management Statement, unless the context otherwise indicates:

'Act' means the Body Corporate and Community Management Act 1997 as amended and any regulations and applicable module made pursuant to the Act.

'Approved' means, for the purpose of these By-laws and Schedule D, the Building Requirements set by the Building Compliance Panel from time to time.

'Building Compliance Panel' means the Building Compliance Panel as appointed by the Committee of the Body Corporate for the purposes of the regulation and operation of the Building Requirements and the landscaping code as provided in this Community Management Statement.

'Building Act' means Building Act 1975.

'Building Requirements' means the architectural, landscaping, maintenance and other requirements set out in Part B of these By-laws or from time to time adopted by the Body Corporate and complying with Local Government and Building Act requirements for the purpose of regulating and monitoring the construction of a residence and development of any lot, including, without limitation, the construction, alteration, renovation or repair and maintenance of any residence, building, fence, retaining wall, driveway, external sign or hoarding, or other external elements that may impact on the streetscape or neighbours of the Lot.

'Committee' means the Committee of the Body Corporate as elected from time to time.

'House Lot' means Lots 5 to 14, 19 to 22, 27 to 34 and 39 to 40 on BUP 70269.

'Local Government' means Cairns City Council or such other Local Government as may from time to time have jurisdiction over the Scheme Land.

'Lot' means a lot in the Scheme.

'Occupy' has the meaning as defined in the Act.

'Owner' has the meaning defined in the Act.

'Residence' means a building comprising self contained accommodation intended for the exclusive use of one family for human habitation approved by the Building Compliance Panel and complying with the Building Requirements.

Title Reference [19370260]

Page 4 of 16

'Townhouse Lot' means Lots 1 to 4, 15 to 18, 23 to 26 and 35 to 38 on BUP 70269.

## 1. NOISE

- 1.1. The occupier of a lot must not create any noise likely to interfere with the peaceful enjoyment of a person on another lot or the Common Property.
- 1.2. In the event of any noise in a lot at any time the occupier must take all practical means to minimise annoyance to other occupants by closing all doors, windows and curtains of the lot and also effecting such further steps as may be within his power for same purpose.
- 1.3. The Committee may specify noise levels which must not be exceeded at the boundary of each Lot and the times applicable to relevant noise levels and the owner and occupier of each Lot must ensure that those noise levels are not exceeded.
- 1.4. The things provided for in this by-law 1 are in addition to the right of the Body Corporate or any owner or occupier to refer the matter to any lawful authority by way of complaint.

## 2. VEHICLES

- 2.1. An occupier or owner of a lot must not park or stand any motor or other vehicle upon Common Property except with the consent in writing of the Body Corporate, or pursuant to an exclusive use allocation.
- 2.2. A proprietor or occupier shall take all reasonable steps to ensure that;
  - (a) any motor or other vehicle or vehicles loading or unloading must not park or stand so as to obstruct or unreasonably monopolise parking bays; and
  - (b) any owner or occupier does not monopolise parking bays to the detriment of other proprietors or occupiers of lots.

- 2.3. A written consent under subsection (1) must state the period for which it is given.

- 2.4. The Body Corporate may withdraw or cancel its consent by giving seven days written notice to the occupier or owner as the case may be.

## 3. OBSTRUCTION

- 3.1. The occupier of a lot must not obstruct the lawful use of the Common Property by someone else.
- 3.2. The occupier of a lot must not;
  - (a) obstruct lawful access to the Common Property by any person lawfully authorised by the Body Corporate or according to law; or
  - (b) obstruct lawful access to any Lot by any person lawfully authorized by the owner or the occupier of that Lot or according to law.

## 4. DAMAGE TO LAWNS, ETC. ON COMMON PROPERTY

- 4.1. The occupier of a lot must not, without the Body Corporate written approval damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon Common Property; or use part of the Common Property as a garden.

Title Reference [19370260]

Page 5 of 16

**5. DAMAGE TO COMMON PROPERTY**

5.1. An occupier of a lot must not, except with the consent in writing of the Body Corporate mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property.

**6. BEHAVIOUR OF INVITEES**

6.1. An occupier of a lot shall take all reasonable steps to ensure that the occupier's invitees do not behave in a manner likely to interfere with the peaceful enjoyment of another lot or of the Common Property.

6.2. The owner of a lot which is the subject of a lease or licence agreement shall take all reasonable steps, including any action available to that owner under any such lease or licence agreement, to ensure that any lessee or licensee or other occupier of the lot or their invitees comply with the provisions of the by-laws.

6.3. The owner or occupier of a lot shall be liable to compensate the Body Corporate in respect of all damage to the Common Property or personal property vested in it caused by such owner or occupier or their invitees.

**7. DEPOSITING RUBBISH, ETC. ON COMMON PROPERTY**

7.1. The occupier of a lot must not leave any rubbish, dirt, dust or other material on the Common Property in a way likely to interfere with the peaceful enjoyment of the Common Property by someone else.

7.2. The occupier of a lot must not throw or allow to fall or permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of the windows or doors from balconies, from the roof onto Common Property. Any damage or costs for cleaning or repair caused by breach hereof shall be borne by the occupier or owner of the lot.

**8. COMPLIANCE WITH BUILDING REQUIREMENTS**

8.1. An owner or occupier of any lot shall not either commence construction, alteration, addition, modification or reconstruct or carry out any improvements or works on any lot or submit an application to the Local Government or a private certifier in relation to same until the plans and specifications showing the nature, height, width, colours and location of same together with landscaping proposals shall have first been approved in accordance with these By-laws.

8.2. The occupier and owner of a lot acknowledge and agree that a breach of the Building Requirements shall constitute a breach of these by-laws.

8.3. The Body Corporate may from time to time vary, modify, or add to the Building Requirements or adopt new Building Requirements in which case such Building Requirements shall apply in lieu of those set out in Part B of these By-laws.

**9. APPEARANCE OF LOT**

9.1. The occupier of a lot must not, without the written consent of the Body Corporate, hang any washing, towel, bedding, clothing or other article; other than on a clothes line situated within the lot, and must ensure that such items are removed from the clothes line promptly upon the same having dried.

9.2. The occupier of a lot must not display any sign, advertisement placard, banner, pamphlet or like matter on any part of the occupier's lot or the Common Property if the article is visible from another lot or the Common Property or from outside the scheme land.

**Title Reference [19370260]**

Page 6 of 16

9.3. An owner or occupier must not erect or affix any blinds or awnings to the outside of a lot or any Residence or other improvements on a lot without the prior written consent of the Committee and must comply with the directions and requirements of the Committee.

**10. STORAGE OF FLAMMABLE LIQUIDS, ETC.**

10.1. The owner or occupier of a lot must not, without the Body Corporate's written approval, store a flammable substance on the lot or Common Property unless the substance is used or intended to be used for domestic purposes.

10.2. However this section does not apply to the storage of fuel in;

- (a) the fuel tank of a vehicle, boat or internal combustion engine; or
- (b) a tank kept on a vehicle or boat in which the fuel is stored under the requirements of law regulating the storage of a flammable liquid or substance.

10.3. The owner or occupier of a lot must not without the written approval of the Body Corporate bring to, do or keep anything in the lot which shall increase the rate of fire insurance on the premises or any property on the scheme land, or which may conflict with the laws and/or regulations relating to fires or any insurance policy upon the premises, Common Property or any property in the scheme land or the regulations or ordinances of any public authority for the time being in force.

10.4. If an owner or occupier does or permits to be done any act, matter or thing which has the effect of invalidating or avoided any policy of insurance taken out by the Body Corporate then such owner or occupier shall be responsible for any damage or loss which the Body Corporate or any other person may suffer or incur as a result thereof.

10.5. If the Body Corporate consents to an owner or occupier bringing to, doing or keeping anything in his lot which increases the rate of fire insurance on the building or on any property on the land, such owner or occupier must pay the amount of any increased premium to the Body Corporate upon demand.

**11. GARBAGE DISPOSAL**

11.1. The owner or occupier of a lot must

- (a) save where the Body Corporate provides some other means of disposal of garbage, maintain within the lot, or on such part of the Common Property as may be authorised by the Body Corporate, an adequately covered receptacle for garbage. The receptacle must be kept in a clean and dry condition and, where possible, must be maintained under cover away from direct sunlight and ensure that the same cannot be readily seen from the common property or other lots;
- (b) ensure that the garbage is emptied at each scheduled collection and otherwise comply with all Local Government laws and requirements relating to the disposal of garbage, including the use of Local Government approved garbage bins;
- (c) ensure that the health, hygiene, and comfort of any person is not adversely affected by the occupiers disposal of garbage.

11.2. Recycling is encouraged. The owner or occupier of a Lot must use best endeavours to recycle in accordance with the Local Government recycling program.

11.3. Incinerators are not permitted for the purposes of garbage disposal unless:

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- (a) The use and design of incinerators are lawful; and
- (b) Body Corporate approval has been obtained.

The Body Corporate approval may be withheld at the sole discretion of the Body Corporate. Any approval given may be withdrawn by the Body Corporate.

## 12. KEEPING OF ANIMALS

- 12.1. Subject to Section 181 of the Act, an occupier must not, except with the consent in writing of the Committee:-

  - (a) Bring or keep a dog on the Lot or the Common Property; or
  - (b) Permit an invitee to bring or keep a dog on the Lot or the Common Property.

The Committee consent may be subject to conditions, which must be specified in the notification of consent by the Committee.

- 12.2. Dogs belonging to occupiers or invitees must be either kept within an enclosure or an enclosed yard or under the direct supervision of a responsible person within the Lot. Dogs must not be permitted on the common property unless on a leash being held by a person capable of controlling the same or under the direct supervision of a responsible person.
- 12.3. Any occupier shall be absolutely liable to each and all remaining occupiers, their families, guests and invitees, for any unreasonable noise, or damage to person or property, caused by any dog brought or kept upon any lot by an occupier or by members of his family, or his invitees.
- 12.4. It shall be the absolute duty and responsibility of each such occupier to clean up after a dog for which the occupier is responsible which has used or soiled any portion of the common property or any portion of another lot.
- 12.5. Consent given by the Committee may be withdrawn and any conditions imposed may be modified if reasonably required.
- 12.6. The Committee may make rules limiting the hours in which dogs may be allowed on the common property, provided such rules do not restrict the hours in which dogs on leashes may be allowed on the common property for the purposes of entering or exiting the property.
- 12.7. The Committee may make rules and give consent (with or without conditions) in respect of the keeping of any animals (other than dogs).
- 12.8. Any occupier having an animal must comply with all relevant laws relating to the keeping of the same.

## 13. TENANTS TO HAVE NOTICE OF BY-LAWS

- 13.1. The owner of a lot must ensure that a copy of the current by-laws (or a précis thereof approved by the Committee) is attached to and forms part of any lease or tenancy of the Lot and that any amendment thereto is promptly delivered to the Lessee or occupier of any lot not personally occupied by the owner.

## 14. OBSERVANCE OF BY-LAWS

- 14.1. The duties and obligations imposed by these by-laws on an owner or occupier of a lot must be observed not only by the owner or occupier but also by their respective tenants, guests, servants, employees, agents, children, invitees and licensees.

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- 14.2. The Committee may by majority resolution impose upon any owner or occupier who breaches any by-law a fine not exceeding \$500.00, which fine shall be deemed to be a debt due and owing to the Body Corporate and recoverable forthwith by action.
- 14.3. In the event that there is any breach of a by-law or any rules made pursuant to a by-law in respect of any part of the common property (including any facilities on the common property), the Committee may, in addition to or in lieu of imposing any fine, impose a ban upon the owner or occupier concerned from utilising that part of the common property for a period not exceeding 30 days. Each breach of the ban shall be deemed to be a breach of the by-laws for the purposes of by-law 14.2.
- 14.4. The Committee must not exercise the powers pursuant to by-laws 14.2 and 14.3 unless the owner or occupier concerned has first been given written notice regarding the breach and a second or subsequent breach of a similar nature has occurred after the giving of the written notice. The intention of this by-law is to ensure that each such owner or occupier is given at least one written warning.

#### **15. USE OF WATER, ETC.**

- 15.1. Waste pipes and drains must not be used for any purposes other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance shall be deposited therein. Any damage or blockage resulting to such water, waste pipes and drains from misuse or negligence shall be borne by the owner whether the same is caused by the owner's actions, by the servants, agents, guests, employees, invitees or licensees of the owner or occupier.
- 15.2. Each owner or occupier must ensure that any water restrictions imposed by the local government are complied with and that water is not wasted unnecessarily. Non-essential watering of lawns and gardens is to be avoided.

#### **16. PATHWAYS TO BE KEPT CLEAR**

- 16.1. The pathways and drives on the land and any easement giving access to the land must not be obstructed by any of the owners or occupiers or used by them for any other purposes than the reasonable ingress and egress to and from their respective lots and no owner or occupier shall park or permit to be parked any vehicle so as to prevent the passage of other vehicles over the said pathways, drives and easement.
- 16.2. The owner or occupier of a lot must not obstruct lawful use of Common Property by any person including obstruction by the placement thereon of free standing signs, furniture, pot plants, display of wares or otherwise howsoever.

#### **17. COMMITTEE MAY MAKE RULES**

- 17.1. The Committee may make rules relating to the Common Property including but not limited to the swimming pool and recreational areas, gardening and maintenance of Common Property, and the collection and disposal of rubbish not inconsistent with these by-laws and the same shall be observed by the occupiers and their servants, agents, guests, employees, invitees or licensees unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Body Corporate.
- 17.2. Any matter provided for in the by-laws which authorise the Body Corporate to do anything (including the granting of any consent) may be done by the Committee unless it is a matter which is restricted to the Committee.
- 17.3. Where Part B of these By-laws hereto is silent on any matter which may be included within the Building Requirements, the Committee may, after consulting with the Building Compliance Panel, make rules in respect of those matters.

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**18. PROPRIETORS NOT TO INSTRUCT CONTRACTORS/WORKMEN**

- 18.1. Occupiers must not directly instruct any contractors or workmen employed by the Committee unless so authorised and all requests for consideration of any particular matter to be referred to the Committee shall be directed to the Secretary and not to the Chairman or any member of the Committee.
- 18.2. The Committee must use its best endeavours to ensure that any owner or occupier who may be effected by any work on the common property is consulted and that due regard is given to any reasonable requirements of such owner or occupier.

**19. USE OF LOTS AND SWIMMING POOL**

- 19.1. Subject to any law to the contrary, a lot may only be used for residential purposes.
- 19.2. The swimming pool area (including the swimming pool) must not be used during the hours of 10:00pm and 7:00am daily.
- 19.3. No person (other than an owner or occupier) shall be permitted to use the swimming pool area (including the swimming pool) unless accompanied by an owner or occupier.

**20. BODY CORPORATE RIGHTS AND POWERS - UNPAID LEVIES**

- 20.1. The owner of a lot (which expression shall extend to a corporation and a mortgagee in possession) must pay on demand:-
  - (a) The whole of the Body Corporate's costs and expenses (including Solicitors and own client costs) incurred in recovering levies, late payment penalties or moneys duly levied upon that owners or occupiers of any lot in the Community Titles Scheme by the relevant Body Corporate pursuant to the Body Corporate and Community Management Act or pursuant to the by-laws of the Body Corporate;
  - (b) Such costs as may have been ordered to be paid by the owner to the Body Corporate or the Commissioner for Body Corporate and Community Management by any Court Adjudicator, Commissioner, Tribunal or body with authority to order the payment of costs.
- 20.2. In the event that the owner or occupier fails to attend to the payment of such costs and expenses after demand is made for the payment of same, the Body Corporate may take action for the recovery of same in any Court, Tribunal or other body of competent jurisdiction with the proviso that, in respect of the Body Corporate's party and party costs, the Body Corporate shall comply with any procedure for the taxation and recovery of costs provided for in the rules of the Court, Tribunal or other body which orders payment of costs in favour of the Body Corporate. The Body Corporate may also enter any costs and penalties and other moneys payable by an owner against the levy account of the owner's lot in the Community Titles Scheme and note the amount of such costs on any certificate issued in respect of the Lot pursuant to Section 162 of the Body Corporate and Community Management Act.
- 20.3. If a contribution levied under the relevant Regulation Module is unpaid 30 days after it falls due for payment, then the amount of the unpaid contribution will bear interest thereafter at an annual rate as determined by the Committee from time to time, unless otherwise determined by Ordinary Resolution at a general meeting and until determined at the rate of 2.5% for each month the contribution or installment is in arrears. At the discretion of the Committee, any Body Corporate Manager has administrative discretion to write off interest at a limit to be determined by the Committee from time to time.

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- 20.4. If at the time any person, company or association becomes the owner of a lot, another person or entity is liable in respect of the lot to pay interest on a contribution, the owner is jointly and severally liable with the other person or other entity for the payment of the interest.
- 20.5. The amount of any interest is recoverable by the Body Corporate as a liquidated debt.
- 20.6. Where the Body Corporate expends money to make good damage caused by a breach of the Act, or of these By-Laws by any owner or occupiers, guests, servants, employees, agents, children, invitees or licensees of the owner or any of them the Committee shall be entitled to recover the amount so expended as a debt in an action in any Court of competent jurisdiction from the owner of the lot at the time when the breach occurred.

## 21. SEVERABILITY

- 21.1. These by-laws are to be interpreted subject to the provisions of the Body Corporate and Community Management Act 1997 and the relevant Regulation Module. If any by-law or any part of these by-laws cannot be given effect or full force and effect by reason of statutory invalidity or otherwise such by-law or part by-law as the case may be which cannot be given effect or its full force and effect shall be severed, ignored or read down restrictively but so as to maintain and uphold as far as possible the remaining by-laws.

## 22. BUILDING COMPLIANCE PANEL

- 22.1. There shall be a Building Compliance Panel for the purposes of assessing matters relating to Building Requirements provided for in Part B hereto. The Building Compliance Panel shall be constituted by three or more members of the Committee.
- 22.2. In addition, the Committee may appoint such persons (including other members of the Committee) to the Building Compliance Panel for particular matters as the Committee determines, based on the experience or qualification of such persons.
- 22.3. All matters relating to Building Requirements shall be dealt with as follows:
  - (a) All applications must be submitted to the Body Corporate as follows:
    - (i) If the Body Corporate has engaged a body corporate manager, by delivering the same to the body corporate manager, or
    - (ii) If the Body Corporate has not engaged a body corporate manager, by delivering the same to the Secretary; and
    - (iii) Must be in the form adopted by the Body Corporate, where applicable; and
    - (iv) Must include all other documents and things as provided for in this by-law 22.
  - (b) All plans and specifications submitted by an owner or occupier for reference to the Building Compliance Panel for its approval shall be fully detailed, including without limitation, floor plans, site plans, drainage plans, elevation drawings, earthworks plans and descriptions or samples of exterior materials and colours, fencing and driveway details, and landscaping plan. The application shall be made on the form of application adopted by the Building Compliance Panel

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from time to time. In the event that any proposals involved include any new building or structure, extensions or relocations, the applicant may be required by the Committee to have the boundaries of the lot surveyed and pegged at the applicant's cost so as to ensure that the proposals do not result in any encroachment; and

- (c) The Body Corporate must ensure that the matter is referred to the Building Compliance Panel for review as soon as practicable.

22.4. Save as provided for in by-law 22.5, the costs of the persons appointed pursuant to by-law 22.1 (b) and 22.2 (other than those persons being members of the Committee) shall be borne by the Body Corporate.

22.5. Where any matter is brought before the Building Compliance Panel at the request or as a consequence of any act or omission of an owner, the costs of the persons appointed pursuant to by-law 22.1 (b) and 22.2 (other than those persons being members of the Committee) shall be borne by the relevant owner. For the purposes of this by-law, the Committee may require the relevant owner to pay a security deposit not exceeding \$1,000.00 at the time the relevant owner makes application for any relevant approval.

22.6. The Building Compliance Panel and the Committee may require the applicant to provide additional information to clarify any aspect of the application.

22.7. The Building Compliance Panel must, within 21 days from the date of its receipt of any application make a decision in respect of the application and provide a written copy of that decision to the Committee. If the application is refused or approved subject to conditions, the Building Compliance Panel must provide reasons for the refusal or conditions. Decisions of the Building Compliance Panel shall be consensus based. If the Building Compliance Panel is unable to make a decision, it must notify the Committee of that fact and provide written notification as to the reasons why they are unable to make a decision.

22.8. Any application pursuant to this By-law 22 must not be unreasonably withheld so long as:

- (a) The plans and specifications and the proposed construction, alteration, addition, modification, reconstruction, or improvement or works comply with the Building Requirements; and
- (b) The application otherwise complies with these By-laws.

22.9. The Building Compliance Panel and the Committee may impose, as a condition of its approval of any application made pursuant to these By-laws, requirements that:

- (a) additional plans and specifications of any construction, alteration, addition, modification, reconstruction, works or improvements or such other information as it may require to be submitted;
- (b) changes to be made to the plans and specifications provided such changes are consistent with the Building Act (Qld) and Standard Building By-Laws thereunder; and/or
- (c) the proposed construction, alteration, modification, reconstruction, works or improvements be completed within a reasonable time specified in such condition

22.10. The Committee must review the decision of the Building Compliance Panel as soon as practicable upon the receipt of the decision. If the Committee agrees with the decision, the Committee must issue to the applicant notification of the decision, which shall be deemed to be a decision of the Committee. If the Committee does not agree with the decision, the Committee may make its own decision or refer the matter back to the Building Compliance Panel for further consideration.

22.11. The Committee must not make a decision contrary to the decision of the Building Compliance Panel without having due regard to the decision of the Building Compliance Panel and having substantial grounds for making that contrary decision. If the Committee makes a decision contrary to the decision of the Building Compliance Panel, the Committee must provide reasons for doing so.

## 23. EXCLUSIVE USE ALLOCATIONS

23.1. The Body Corporate is permitted to make exclusive use allocations of garden areas situated on the common property adjacent to any lot in favour of the relevant lot, and may permit the relevant areas to be fenced, subject to compliance with the Building Requirements.

23.2. The provisions of by-law 23.1 are subject to the Act and the Regulation Module.

## 24. FINES

24.1. The Committee may by majority resolution impose upon any owner or occupier who commits a breach of any By-law a fine not exceeding \$500.00. The fine shall be deemed to be a debt due and owing to the Body Corporate and shall be forthwith recoverable by legal action.

## PART B

### 25. BUILDING REQUIREMENTS

25.1. The Body Corporate has adopted and wishes to regulate Building Requirements for the Scheme.

25.2. There will be no construction on any lot except that of a Residence, carport and other ancillary improvements complying with the Building Requirements and approved by the Building Compliance Panel. All other types of construction are prohibited.

25.3. When any application is made pursuant to these provisions by any person, firm or company who or which is not the owner of any such lot, the written consent of the appropriate registered owner must accompany such application.

25.4. Any approval granted by the Committee pursuant to by-law 22 will not constitute an agreement or representation as to the adequacy, suitability or fitness of any of the Building Requirements or the positioning of the Residence and other approved improvements or that the relevant State, Local Government or other competent authority (including a private certifier) will grant its approval, and the owner and occupier of the lot acknowledge that they will not place any reliance on the approval.

25.5. Save in respect of By-laws 27, 39.2 and 39.3 and any provisions contained herein relating to the repair and maintenance of any lot or improvements erected thereon, the Building Requirements shall not apply to any improvements on any lot as at the date this Community Management Statement takes effect (being the date the same is recorded with the Department of Natural Resources Mines & Energy).

### 26. SOME BUILDING MATERIALS PROHIBITED

26.1. Materials with a reflective finish will not be approved unless the same are positioned in such a manner as to prevent glare or other adverse effects. For example, galvanized iron roofing will be permitted, provided that there is no glare.

26.2. Materials which are inconsistent with the building theme of the House Lots will not be approved for use in improvements situated on House Lots, where such materials shall be visible from the exterior.

26.3. Solar panels shall be permitted, provided they do not interfere with the appearance of any lot or otherwise adversely affect any neighbouring lot.

**27. LOT MAINTENANCE**

- 27.1. Owners must ensure that improvements (being any building or structures) situated on any lot are properly and regularly maintained and any repairs required to the same (including any service infrastructure) are effected promptly.
- 27.2. Owners of House Lots must ensure that the exterior of improvements to which paint is applied is regularly maintained and any painting required to the exterior be effected at intervals not greater than 8 years, unless the Committee allows an extension of that 8 year time frame.
- 27.3. Owners of Townhouse Lots must ensure that the exterior of the buildings in which those lots are situated to which paint is applied is regularly maintained and any painting required to the exterior be effected at intervals not greater than 8 years, unless the Committee allows and extension of that 8 year timeframe.

**28. STORAGE**

- 28.1. Any items of personal property (other than garden furniture and the like) must be stored within or beneath the Residence on each Lot or within any approved enclosure situated on the Lot.
- 28.2. Storage sheds shall not be permitted without the approval of the Committee, which approval must not be unreasonably withheld where the storage shed is not obtrusive and is consistent with the building theme of the scheme.

**29. ROOF MATERIALS**

- 29.1. The materials and roof pitch of a Residence should be designed to suit climatic and aesthetic requirements. A minimum roof pitch of 22.5 degrees is required.
- 29.2. The following roof materials are preferred:
  - (a) tiles;
  - (b) colorbond - custom orb (corrugated) profile;
  - (c) shingles or slate; or
  - (d) other appropriate finishes approved by the Committee

- 29.3. Galvanised iron, zinc or aluminum coated steel, corrugated fibre cement sheeting, or any material with a reflective finish, will not be approved as either wall or roof cladding.

**30. MINIMUM SIZE RESIDENCES**

- 30.1. A Residence must contain a minimum floor area of not less than 150m<sup>2</sup> In this calculation, carports, sheds, and other approved improvements are not included, but patios and verandahs are included. In cases where the owner wishes to preserve trees and other vegetation, consideration will be given to varying this requirement.

**31. VERANDAHS AND PERGOLAS**

- 31.1. Support posts for verandahs and/or pergolas should be a minimum of 100mm x 100mm in width and constructed timber, painted metal or rendered masonry to match the main dwelling.

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31.2. The material, colour and pitch of the roof of verandahs should compliment that of the main dwelling, as should the materials and colour of the pergola.

**CONSTRUCTION MATTERS**

**32. TEMPORARY FENCING**

32.1. Temporary fencing of a lot shall not be erected unless as a requirement for safety during construction or repair and maintenance work.

**33. DURING CONSTRUCTION**

33.1. All roadways, crossovers and footpaths should be kept free of dirt and rubbish. The lot should be kept in a clean and tidy state free of rubbish. A deposit or construction bond in an amount determined by the Committee, (but not exceeding \$1,000) shall be provided to the Body Corporate prior to commencement of construction to secure performance of the lot owner's obligations under these Building Requirements

33.2. Any damage caused to the Common Property or another lot should be reported immediately to the Body Corporate Manager. Any damage caused shall be remedied by the Body Corporate at the lot owner's expense. The lot owner must reimburse the Body Corporate or the relevant Lot owner for the cost of rectifying such damage on demand.

33.3. In the event that the Building Requirements and other requirements under these By-laws are not complied with the Body Corporate may appropriate the depositor construction bond towards any remedial work or rectification required but without prejudice to the Body Corporate's rights against the lot owner.

**34. FUTURE EXTENSION AND REPLACEMENTS**

34.1. Extensions and replacements to a Residence will be permitted if they are architecturally integrated with the existing Residence (in terms of design, colour and appearance). Prior approval of the Committee is required prior to submitting plans for extensions to the Local Government or private certifier.

**35. OTHER CONSIDERATIONS**

35.1. The location of the electricity box for the lot, water service and gas meter and other services should not restrict access or adversely impact on the street appearance of the lot.

**CARPARKING AND DRIVEWAYS**

**36. CARPARKING**

36.1. At least one off street carparking space needs to be provided on each House Lot. Covered carparking accommodation in the form of a carport or under-house area must be provided. In the case of a new Residence, the carparking accommodation must be provided before the Residence is occupied.

36.2. Parking spaces within any lot for recreation vehicles such as boats, caravans or trailers must be first approved by the Building Compliance Panel and, once approved, should be suitably screened in order to minimise the impact on the streetscape and neighbours.

36.3. In the event that any designated parking spaces on Common Property are not allocated by way of exclusive use, those parking spaces must not be utilized for the purposes of permanent parking of any recreational vehicles or in such other way as would obstruct the use of those areas by others entitled to utilise the same.

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**37. DRIVEWAYS**

- 37.1. Only one driveway will be permitted on each House Lot unless the Building Compliance Panel in its absolute discretion otherwise approved. A driveway should be no wider than 3 meters at the street boundary.
- 37.2. A driveway should be constructed prior to the occupation of the residence.
- 37.3. Plain concrete driveways will not be approved. It is recommended that driveways be paved, exposed aggregate or stamped pattern concrete.
- 37.4. The location of the driveway should take into consideration the location of existing structures, storm water gullies and light poles.

**38. FENCING**

- 38.1. Boundary fences shall not be erected or modified without the prior approval of the Building Compliance Panel.
- 38.2. Boundary fences between adjoining lots should not exceed 1.8 metres high and not protrude forward of the Building Line, without the prior approval of the Building Compliance Panel.
- 38.3. Any fencing forward of the Building Line should be for the purpose of providing enclosure of the front yard.
- 38.4. Wire fencing will not be permitted.

**39. AIR CONDITIONERS**

- 39.1. Air conditioners for a Residence must be located so that they are not obtrusive and with a view to minimising noise impacts to other lots and the Common Property. Wall and window units should be in a colour that integrates with the Residence. Units located above the roof line must be sited as low as possible to the side (at the rear) or the rear of the Residence, and must be coloured to complement the roof colour.
- 39.2. Where adverse noise impacts result from air conditioners, they must be enclosed or otherwise dealt with so as to reduce noise to acceptable levels.
- 39.3. Water from air conditioners must not drain directly onto wall or constructed ground surfaces. Any overflow must be directed by pipe away from Residences.

**40. TV ANTENNAE AND SATELLITE DISH**

- 40.1. Outside communication aerials, receivers or other communication infrastructure must not be erected without the prior written permission of the Building Compliance Panel, which permission shall not be unreasonably withheld if the proposed infrastructure does not materially detract from the visual aesthetics of the Lot or the improvements thereon or create a nuisance.

**41. CLOTHESLINES**

- 41.1. 'Extend-a-line' and 'Para-line' type clotheslines are preferred. A clothesline for a Residence should be located so that it is not visible from any public street or thoroughfare.
- 41.2. Clotheslines should be aesthetically sensitive in terms of both design and location.

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**42. ALTERATIONS TO SERVICES**

42.1. No structural alteration shall be made to gas, water supply, plumbing or electrical installations without the prior approval of the Building Compliance Panel, which approval must not be withheld where the relevant infrastructure services only the relevant lot and will not have any affect on the services to any other lot or otherwise adversely impact on the use or enjoyment of any other lot.

**43. CONSTRUCTION TIME**

43.1. All building works, (including repairs and maintenance) should be completed as soon as practicable without undue delays occurring once that work commences. Construction of any new residence must be completed within 30 weeks of commencement.

43.2. Building work (including repairs and maintenance) must be carried out during the hours of 7.00am and 5.00pm Monday to Friday. Building work outside those hours must have Committee approval.

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**SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED**

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Not applicable

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

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Nil

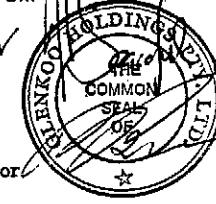
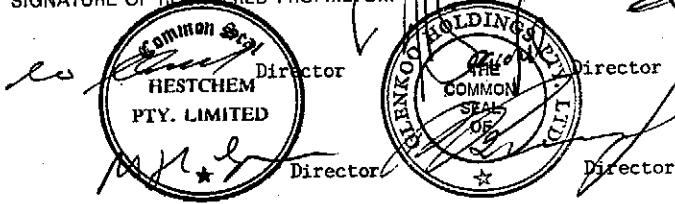
Building Units and Group Titles Act 1980 — 1984  
 BUILDING UNITS AND GROUP TITLES REGULATIONS 1980  
 (Form 1)

Regulation 8(1)  
 Sheet No. 1 of 10 Sheets

NAME OF PARCEL: Heritage Village

**GROUP TITLES PLAN NO. 70269**

SIGNATURE OF REGISTERED PROPRIETOR:



NAME OF REGISTERED PROPRIETOR: Hestchem Pty Ltd and

Glenkoo Holdings Pty Ltd  
 as tenants in common in equal shares

ADDRESS: 67 Morehead Street, Bungalow, Cairns

REFERENCE TO TITLE: VOLUME N1165, FOLIO 116

DESCRIPTION OF PARCEL: Lot 3 on R.P. 736873

COUNTY: Nares

PARISH: Cairns

CITY: Cairns

NAME OF BODY CORPORATE: The Proprietors *xx* Heritage Village

ADDRESS at which documents  
 may be served: GROUP TITLES PLAN NO. 70269  
 67 Morehead Street, Bungalow, Cairns

GROUP TITLES PLAN NO. 70269

REGISTERED: 17 APR 1989 *Lis*

11.02.89  
 DEP. REGISTRAR OF TITLES  
 (NORTHERN DISTRICT)

Shire  
 Clerk  
 Town

Surveyor's Reference:

Council of city of Cairns

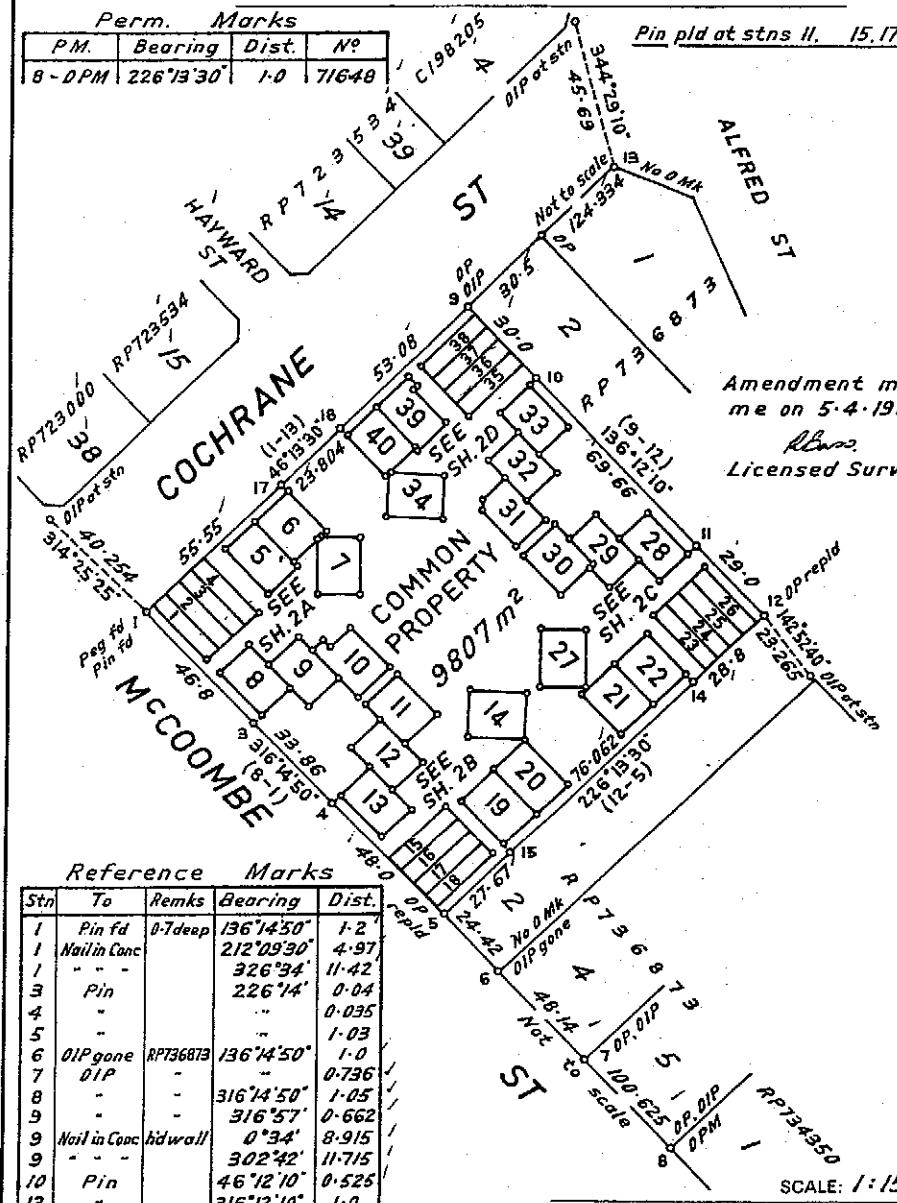
Local Authority Reference:

Name of Parcel: Heritage Village

Regulation 8(1)  
Sheet No. 2 of 10 Sheets

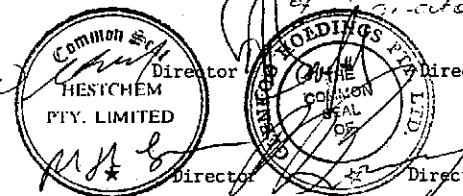
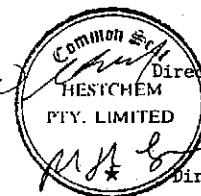
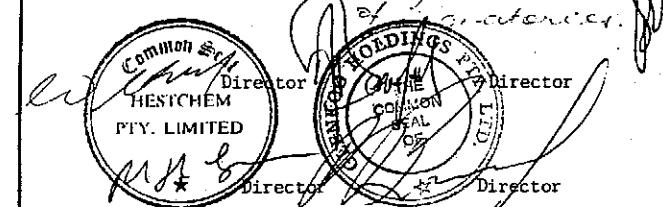
## GROUP TITLES PLAN NO. 692074

Perm.	Marks	PM	Bearing	Dist.	No
		8 - DPM	226°13'30"	1.0	71648



SIGNATURE OF REGISTERED PROPRIETOR:

Shire of Cootamundra

Shire  
Clerk  
Town

Building Units and Group Titles Act 1980 — 1984  
BUILDING UNITS AND GROUP TITLES REGULATIONS 1980

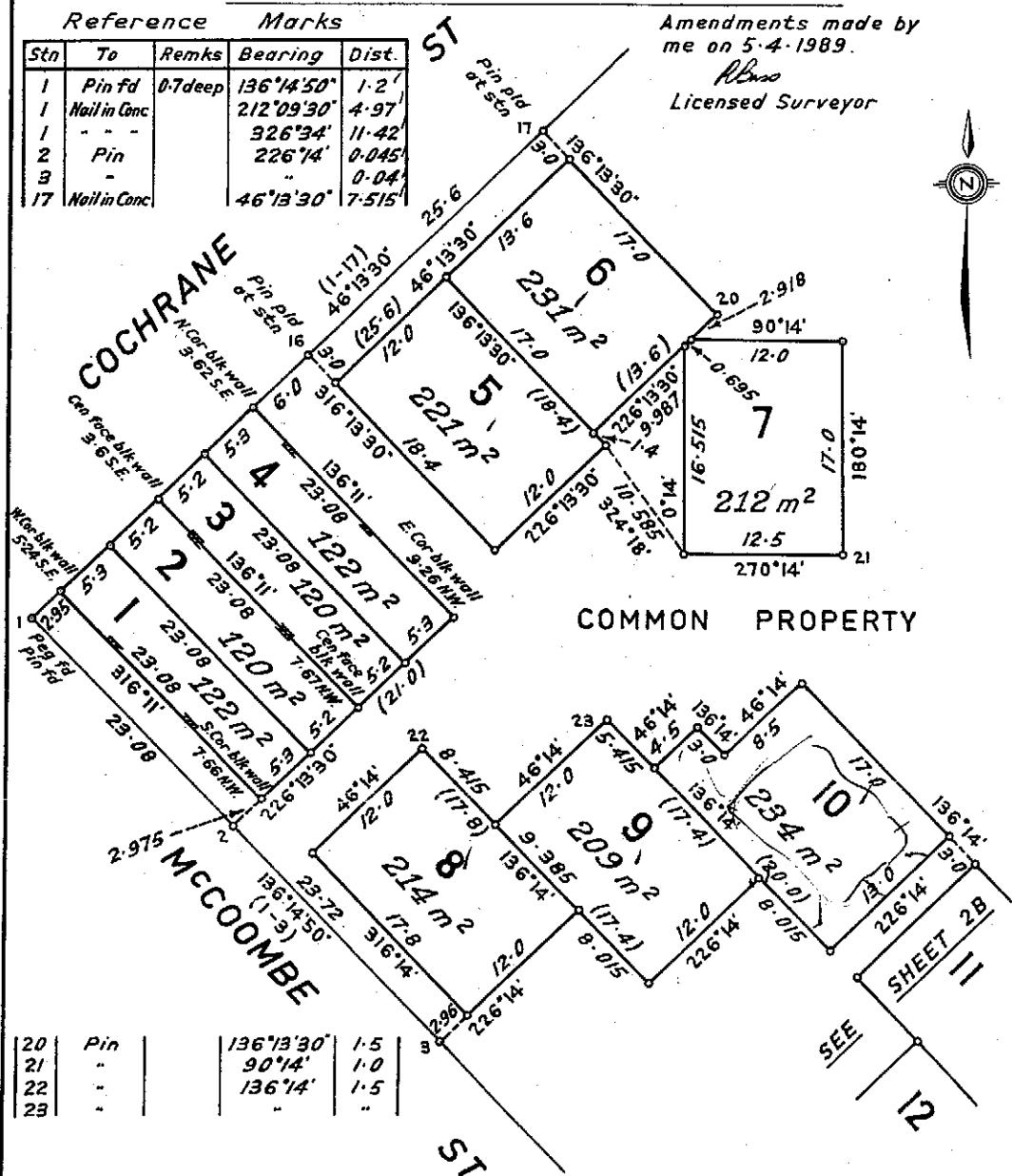
Name of Parcel: Heritage Village

Regulation 8(1)  
Sheet No. 2A of 10 Sheets

## GROUP TITLES PLAN NO. 70269

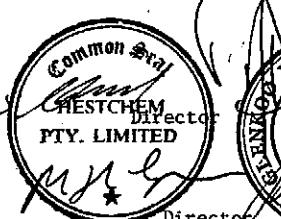
## Reference Marks

Stn	To	Remarks	Bearing	Dist.
1	Pin fd	07deep	136°14'50"	1.2'
1	Nail in Conc		212°09'30"	4.97'
1	-		326°34'	11.42'
2	Pin		226°14'	0.045'
3	-		"	0.04'
17	Nail in Conc		46°13'30"	7.515'

Amendments made by  
me on 5.4.1989.  
Also  
Licensed SurveyorPeg pld at all new corners.

SCALE: 1:400

SIGNATURE OF REGISTERED PROPRIETOR:



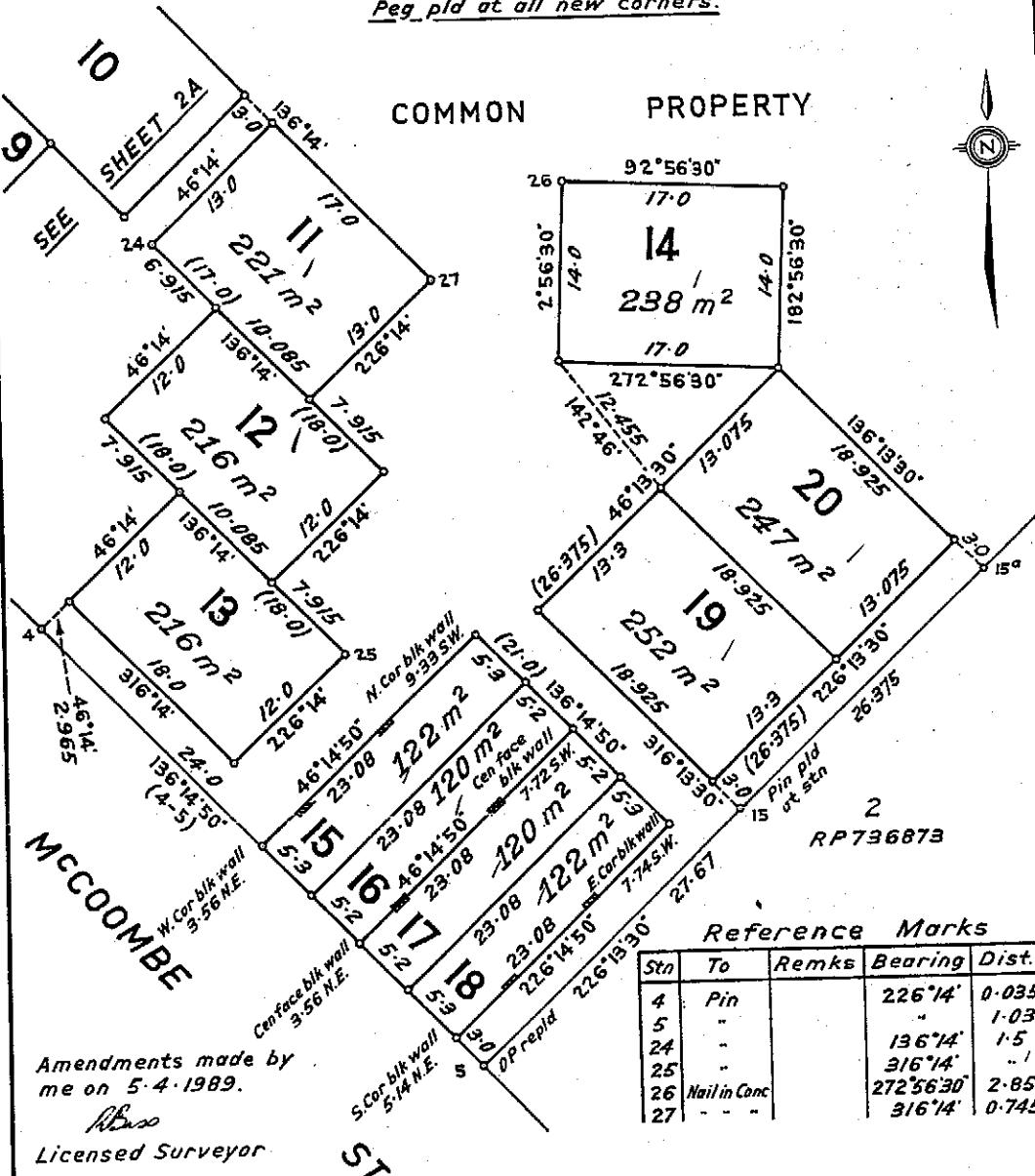
Council of the City of Cairns

Shire  
Clerk  
Town

Building Units and Group Titles Act 1980 — 1984  
BUILDING UNITS AND GROUP TITLES REGULATIONS 1980Regulation 8(1)  
Sheet No. 2B of 10 Sheets

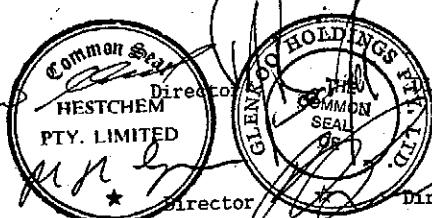
Name of Parcel: Heritage Village

## GROUP TITLES PLAN NO. 70269

Peg pld at all new corners.

SCALE: 1:400

SIGNATURE OF REGISTERED PROPRIETOR:

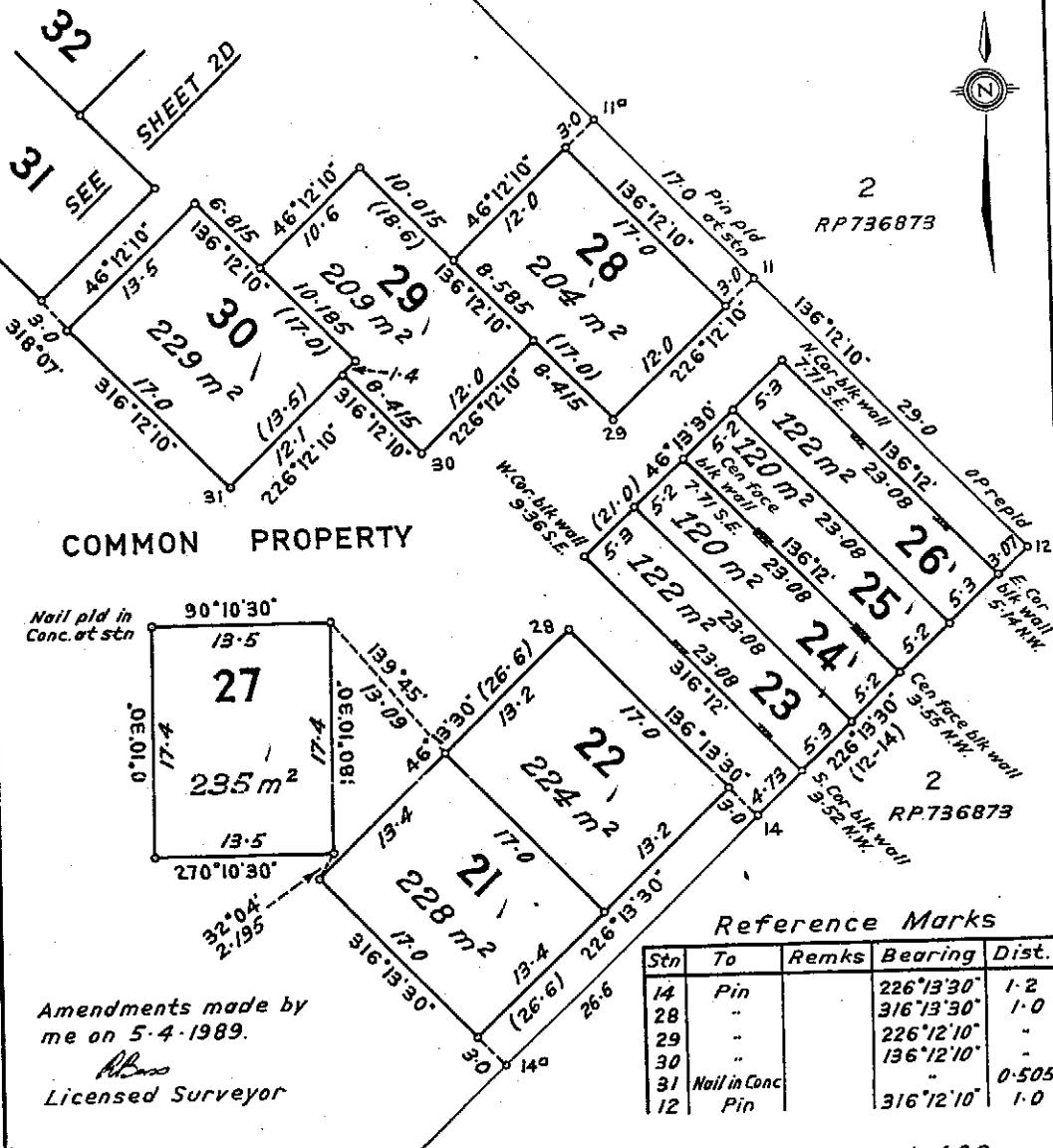
Clerk  
Town

Council of the City of Cairns

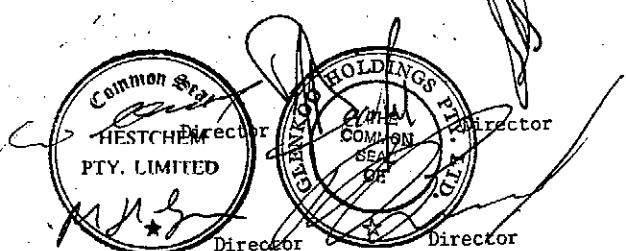
Building Units and Group Titles Act 1980 — 1984  
BUILDING UNITS AND GROUP TITLES REGULATIONS 1980Regulation 8(1)  
Sheet No. 2 C of 10 Sheets

Name of Parcel: Heritage Village

## GROUP TITLES PLAN NO. 70269

Peg pld at all new corners  
unless otherwise shown.

SIGNATURE OF REGISTERED PROPRIETOR:



Council of the City of Cairns

Shire  
Town

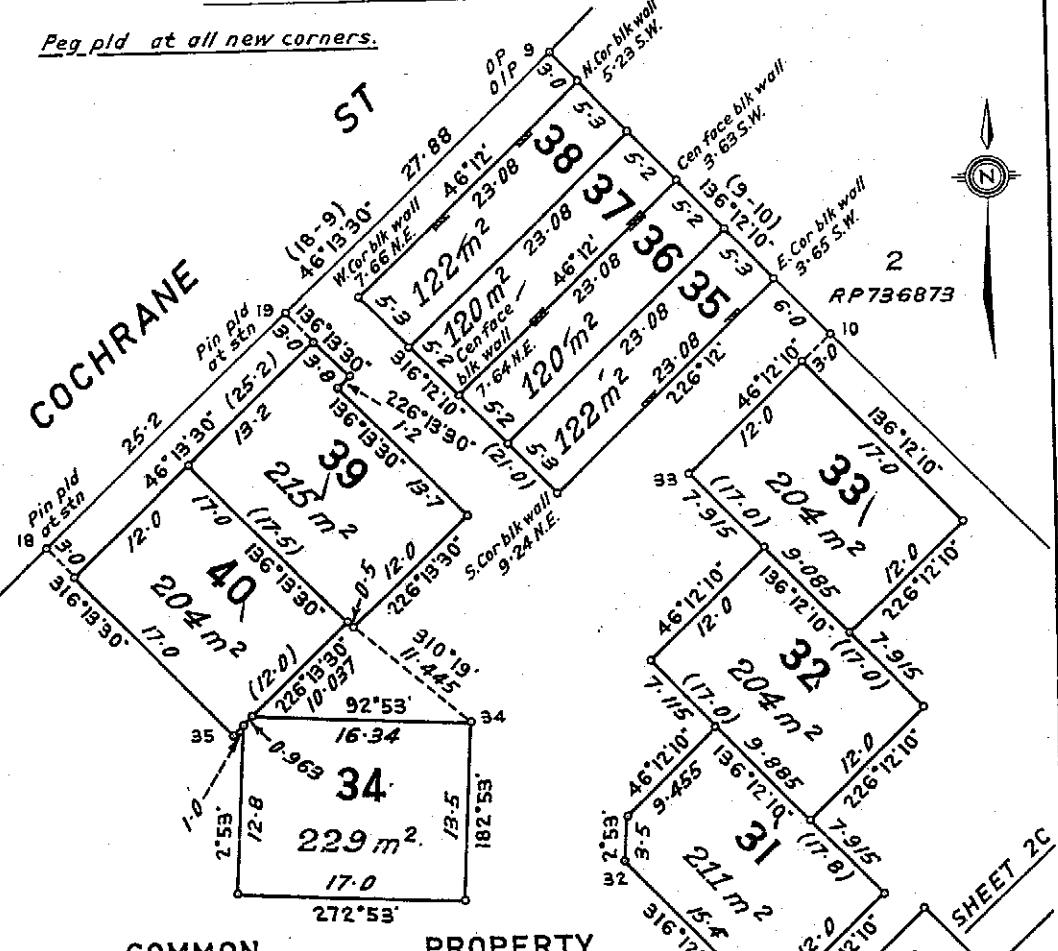
Building Units and Group Titles Act 1980 — 1984  
BUILDING UNITS AND GROUP TITLES REGULATIONS 1980

Name of Parcel: Heritage Village

Regulation 8(1)  
Sheet No. 2D of 10 Sheets

**GROUP TITLES PLAN NO. 70269**

Peg pl'd at all new corners.



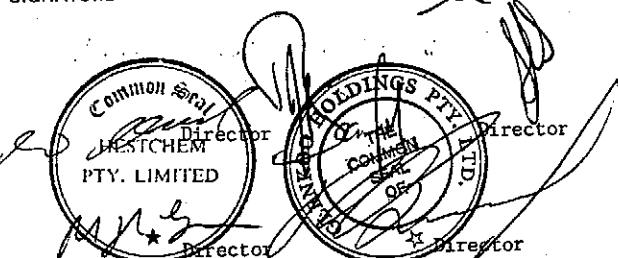
**COMMON PROPERTY**

Reference		Marks		
Stn	To	Remks	Bearing	Dist.
9	01P	RPT96873	316°57'	0-662
9	Nailln Conc	hdwall	0°34'	8-915
9	"	"	302°42'	11-715
10	Pin		46°12'10"	0-525
18	Nailln Conc		226°13'30"	10-125
32	"	"	316°12'10"	1-66
33	Pin		226°12'10"	1-0
34	"		92°53'	1-5
35	"		136°13'30"	1-0

Amendments made by  
me on 5.4.1989  
*ABH*  
/licensed Surveyor

SCALE: 1:400

**SIGNATURE OF REGISTERED PROPRIETOR:**



~~Shire~~ Clerk  
Town

Council of the City of CAIRNS

**Building Units and Group Titles Act 1980 - 1988**  
**BUILDING UNITS AND GROUP TITLES REGULATIONS 1980:**

Sheet No. 3 of 10 Sheets

**GROUP TITLES PLAN NO. 70269**

.....I, Robert William Bass.....  
hereby certify that .....I have..... surveyed the land  
comprised in this plan .....personally and.....

.....that the plan is accurate, that the said survey was performed in accordance with the Surveyors Act 1977 - 1987 and the Surveyors Regulation 1978 and that the said survey was completed on ...6-2-89.....

**Signature of Licensed Surveyor**

Date 5-2-89

**Signature of Licensed Surveyor**

*John H. Smith* Shire Clerk  
Town

Council of the City of Cairns

Building Units and Group Titles Act 1980 — 1984  
BUILDING UNITS AND GROUP TITLES REGULATIONS 1980  
(Form 3)

Name of Parcel: Heritage Village

Regulation 8(1)  
Sheet No. 4 of 10 Sheets

**GROUP TITLES PLAN NO. 70269**

CERTIFICATE OF LOCAL AUTHORITY

~~Council~~ The Cairns City Council hereby certifies that the proposed subdivision of the parcel as illustrated in the abovementioned plan, has been approved by the ~~Council~~ Cairns City Council and that all requirements of the Local Government Acts 1936 — 1985 as modified by the Building Units and Group Titles Act 1980 have been complied with in regard to the subdivision.

DATED this

2nd

day of

March

1989

Mayor

Town Clerk

Cairns City Council

\*Insert name of local authority

Building Units and Group Titles Act 1980 — 1984  
 BUILDING UNITS AND GROUP TITLES REGULATIONS 1980  
 (Form 7)

Name of Parcel: Heritage Village

Regulation 8(1)  
 Sheet No. 5 of 10 Sheets

**GROUP TITLES PLAN NO. 70269**

I, GLEN JAMES COONAN, of HERRON TODD WHITE VALUERS PTY LTD  
 a valuer registered under the provisions of the Valuers Registration Act 1965 — 1985 do hereby certify  
 that set forth in the following schedule is my opinion as to the unimproved value, and the lot  
 entitlement, of each lot contained in the group titles plan to which this certificate is annexed.

**SCHEDULE**

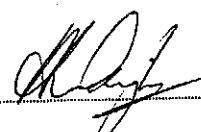
LOT	UNIMPROVED VALUE \$	LOT ENTITLEMENT
1	20,000	2
2	20,000	2
3	20,000	2
4	20,000	2
5	30,000	3
6	30,000	3
7	30,000	3
8	30,000	3
9	30,000	3
10	30,000	3
11	30,000	3
12	30,000	3
13	30,000	3
14	30,000	3
15	20,000	2
16	20,000	2
17	20,000	2
18	30,000	3
19	30,000	3
20	30,000	3
21	30,000	3
22	30,000	2
23	20,000	2
24	20,000	2
25	20,000	2
26	20,000	3
27	30,000	3
28	30,000	3
29	30,000	3
30	30,000	3
31	30,000	3
32	30,000	3
33	30,000	3
34	30,000	3
35	20,000	2
36	20,000	2
37	20,000	2
38	20,000	2
39	30,000	3
40	30,000	3
AGGREGATE	1,040,000	104

DATED this 13th day of February 19 89

REGISTERED VALUER  
 HERRON TODD WHITE VALUERS

Council of the City of Cairns

Shire  
 Clerk  
 Town



Building Units and Group Titles Act 1980 — 1984  
 BUILDING UNITS AND GROUP TITLES REGULATIONS 1980  
 (Form 8)

Name of Parcel: Heritage Village

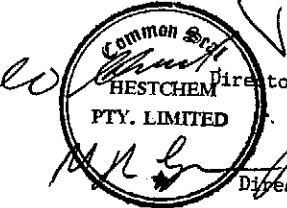
Regulation 8(1)  
 Sheet No. 6 of 10 Sheets

**GROUP TITLES PLAN NO. 70269**

SCHEDULE OF LOT ENTITLEMENTS AND REFERENCE TO  
 CURRENT CERTIFICATE OF TITLE

Lot No.	Entitlement	Current C's T.		Lot No.	Entitlement	Current C's T.	
		Vol.	Fol.			Vol.	Fol.
1	2						
2	2						
3	2						
4	2						
5	3						
6	3						
7	3						
8	3						
9	3						
10	3						
11	3						
12	3						
13	3						
14	3						
15	2						
16	2						
17	2						
18	2						
19	3						
20	3						
21	3						
22	3						
23	2						
24	2						
25	2						
26	2						
27	3						
28	3						
29	3						
30	3						
31	3						
32	3						
33	3						
34	3						
35	2						
36	2						
37	2						
38	2						
39	3						
40	3						
AGGREGATE		104		AGGREGATE			

SIGNATURE OF REGISTERED PROPRIETOR



Council of the City of Cairns

Shire  
 Town  
 Clerk

## NOTIFICATION OF CHANGE OF BY-LAWS

† Insert  
name of  
building  
or lot

The Proprietors of Heritage Village

\* Pending Variance Plan No. \_\_\_\_\_ /\* Group Titles Plan No. 70269

hereby certifies that in pursuance of the provisions of Section 30 of the Building Units and Group Titles

\* Delete  
whichever is  
inapplicable

Act 1980, by \* Special resolution/\* Resolution without dissent duly passed on the 28th April, 1989.

the By-Laws in force in respect of the parcel referred to in the said plan were amended, added to or repealed as follows:-

*Set out  
terms of  
resolution*

It was resolved by the Body Corporate that, for the purpose of the control, management, administration, use and/or enjoyment of the Lots and Common Property in the said Plan, By Laws 1-11 contained in the third Schedule to the said Act are to be repealed and that By Laws numbered 1-53, contained in Annexure "A" hereto, are to apply to the Lots and Common Property in the said Plan.

Consecutively  
number  
each  
additional  
by-law

See Annexure "A"

† Insert  
name of  
building  
Parcel

The Common Seal of the Proprietors of Heritage Village

\* XXXXXXXX / \* Group Titles Plan No. 70269

\* Delete  
whichever is  
inapplicable

was hereunto affixed on the 28th April, 1989 in the presence of Bruce Sutcliffe  
Agent of the Joint Original  
Proprietors pursuant to  
Schedule 2, Part 2, Clause 15  
of the Act.



\* Members of the Committee

## Body Corporate Manager

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# CERTIFICATE OF CURRENCY

## Residential Strata Title Insurance



Date of issue 20/10/2025  
 Policy Number 5456468

This is to certify that the insurance cover is current as of the date of issue of this Certificate of Currency, for the period noted below.

Corpsure Insurance Brokers

Policy Details	
CTS Number	18665
Building Name	Heritage Village
Risk Address	U 1-4, 15-18, 23-26 and 35-38, 31 - 43 Cochrane St, Mooroobool QLD 4870
Period of Insurance	
Effective Date	7/10/2025
Expiry Date (midnight)	6/10/2026

Cover	Sum Insured
Building	\$ 5,040,000
Common Contents	\$ 47,610
Loss of Rent	\$ 504,000
Temp Accommodation	\$ 504,000
Legal Liability	\$ 20,000,000
Optional Extras	
Fidelity Guarantee	\$ 50,000
Office Bearers Liability	\$ 1,000,000
Voluntary Workers	\$ 40,000

Yours faithfully

Brooke Parker

Residential Strata Underwriter

Ph: 1300 392 535

# FINANCIAL STATEMENTS

For the period 1 May 2025 to 20 January 2026

Prepared For

**Heritage Village**

**CTS 18665**

31 Cochrane Street  
Mooroobool  
Queensland 4870

**Manager**

Pedzi Mawande  
ZACK's Enterprises Pty Ltd

**Printed**

20 January 2026

## Balance Sheet

Administrative &amp; Sinking Fund

Body Corporate for Heritage Village CTS 18665

31 Cochrane Street Mooroobool Queensland 4870

As at 20th January 2026

ABN/ACN 79 398 022 138

Assets	2026
Cash	78,837.97
<b>Total Assets</b>	<b>\$ 78,837.97</b>
<hr/>	
<b>Equity</b>	
Administrative Fund	17,194.94
Sinking Fund	61,643.03
<b>Total Equity</b>	<b>\$ 78,837.97</b>

**Income and Expenditure Statement****Administrative Fund****Body Corporate for Heritage Village CTS 18665****1 May 2025 to 20 January 2026**

31 Cochrane Street Mooroobool Queensland 4870

ABN/ACN 79 398 022 138

**Income**

Levy Fees - normal	123,805.75
Mutual Revenue - penalty interest	392.47

<b>Total Administrative Fund Income</b>	<b>124,198.22</b>
-----------------------------------------	-------------------

**Expenditure**

Accountant - company tax returns	275.00
Administrative Fees & Charges - computer/internet f...	729.54
Body Corporate Manager - Additional Services	888.21
Body Corporate Manager - Data Storage Fee	396.00
Body Corporate Manager - management fees	6,450.03
Electricity	1,755.72
Fire Protection Services	313.50
Garden/Lawn Maintenance	23,342.00
Garden/Lawn Maintenance - tree/shrub trimming	220.00
Insurance Premiums - building	47,783.69
Legal Services - debt recovery	2,025.65
Manager - Admin Costs (Levy debt / other) - Recov...	1,454.20
Minor Building Maintenance	474.51
Pest Control Services	330.00
Pool Maintenance	6,165.72
Water	9,553.83

<b>Total Administrative Fund Expenditure</b>	<b>102,157.60</b>
----------------------------------------------	-------------------

<b>Surplus / Deficit for period</b>	<b>22,040.62</b>
-------------------------------------	------------------

**Summary**

Opening Balance as at 1 May 2025	(4,845.68)
Total Revenue during period	124,198.22
Total Expenditure during period	(102,157.60)

<b>Administrative Fund balance as at 20 January 2026</b>	<b>\$ 17,194.94</b>
----------------------------------------------------------	---------------------

**Income and Expenditure Statement****Sinking Fund****Body Corporate for Heritage Village CTS 18665****1 May 2025 to 20 January 2026**

31 Cochrane Street Mooroobool Queensland 4870

ABN/ACN 79 398 022 138

**Income**

Levy Fees - normal	16,446.38
Mutual Revenue - penalty interest	70.29
<b>Total Sinking Fund Income</b>	<b>16,516.67</b>

**Expenditure**

Exterior Finishes - Pressure Cleaning	924.00
Plumbing Maintenance	2,425.86
Roof - Gutter Cleaning	1,760.00
Trees & Shrubs	14,707.00
<b>Total Sinking Fund Expenditure</b>	<b>19,816.86</b>

<b>Surplus / Deficit for period</b>	<b>(3,300.19)</b>
-------------------------------------	-------------------

**Summary**

Opening Balance as at 1 May 2025	64,943.22
Total Revenue during period	16,516.67
Total Expenditure during period	(19,816.86)
<b>Sinking Fund balance as at 20 January 2026</b>	<b>\$ 61,643.03</b>

## Notes To Financial Statements

### Body Corporate for Heritage Village CTS 18665

31 Cochrane Street Mooroobool Queensland 4870

ABN/ACN 79 398 022 138

#### Note 1 Summary of Accounting Policies

This special purpose financial report has been prepared for distribution to owners to fulfill the body corporate's financial reporting requirements under the Body Corporate and Community Management Act 1997. The accounting policies used in the preparation of this report, as described below, are in the opinion of the body corporate manager appropriate to meet the needs of owners.

- (a) The financial report has been prepared on the Cash basis of accounting including the historical cost convention and the going concern assumption.
- (b) The requirements of Accounting Standards and other professional reporting requirements in Australia do not have mandatory applicability to the body corporate because it is not a "reporting entity" as defined in those Standards.

#### Note 2 Unpresented Transactions

Any items shown as "Unpresented Transactions" in the Balance Sheet represent money received or paid that has yet to be presented to the body corporate's financial institution (bank).

#### Note 3 Income Tax

Assessable income such as interest, dividends and other investment income derived by the Body Corporate, is taxable at the current company tax rate of 30%. Assessable income received by the Body Corporate in respect of common property, other than as stated above, is taxable in the hands of individual owners as determined by Tax Ruling 2015/3.

#### Note 4 Depreciation

Common property, including assets fixed to it, is not beneficially owned by the body corporate and is therefore not depreciable. Non-fixed assets that are purchased by the body corporate are beneficially owned by it, but the purchase cost is expensed upon acquisition and not depreciated.

# Body Corporate for Heritage Village CTS 18665

31 Cochrane Street Mooroobool Queensland 4870  
ABN/ACN 79 398 022 138

## LEVY STATEMENT - 6

**OWNER: Brenton Jay Clutterbuck**

**For the period 1 May 2024 to 20 Jan 2026 - sorted by Due Date**

Due Date	Issue Date	Grace Days	Payment Date	Payment Method	Description	Period (if applicable)	Admin Fund	Admin Penalty	Sink Fund	Sink Penalty	LEVY BALANCE	PENALTY BALANCE
					brought forward		503.46		185.01		688.47	0.00
01-05-24	23-03-24				Levies - normal (interim)	01-05-24 to 31-07-24			-185.01		503.46	0.00
01-05-24	23-03-24				Levies - normal (interim)	01-05-24 to 31-07-24	-503.46				0.00	0.00
			12-06-24	TRANSFER	Payment 118.39		118.39				118.39	0.00
13-06-24	14-05-24				Water Consumption - 04/12/2023 to 11/04/2024		-118.39				0.00	0.00
			16-07-24	TRANSFER	Payment 688.47		503.46		185.01		688.47	0.00
01-08-24	22-06-24				Levies - normal (interim)	01-08-24 to 31-10-24			-185.01		503.46	0.00
01-08-24	22-06-24				Levies - normal (interim)	01-08-24 to 31-10-24	-503.46				0.00	0.00
			17-09-24	TRANSFER	Payment 99.90		99.90				99.90	0.00
			01-10-24	TRANSFER	Payment 718.88		543.31		175.57		818.78	0.00
16-10-24	16-09-24				Water Consumption - 27/04/2024 to 31/08/2024		-99.90				718.88	0.00
01-11-24	24-09-24				Levies - normal	01-11-24 to 31-01-25			-175.57		543.31	0.00
01-11-24	24-09-24				Levies - normal	01-11-24 to 31-01-25	-543.31				0.00	0.00
			07-01-25	TRANSFER	Payment 718.88		543.31		175.57		718.88	0.00
			28-01-25	TRANSFER	Payment 67.60		67.60				786.48	0.00
01-02-25	13-12-24				Levies - normal	01-02-25 to 30-04-25			-175.57		610.91	0.00
01-02-25	13-12-24				Levies - normal	01-02-25 to 30-04-25	-543.31				67.60	0.00
22-02-25	23-01-25				Water Consumption - 01/09/2024 to 13/01/2025		-67.60				0.00	0.00
			31-03-25	TRANSFER	Payment 703.65		523.38		180.27		703.65	0.00
					-- START OF LEVY YEAR 2025						703.65	0.00
					--							
01-05-25	27-03-25				Levies - normal (interim)	01-05-25 to 31-07-25			-180.27		523.38	0.00
01-05-25	27-03-25				Levies - normal (interim)	01-05-25 to 31-07-25	-523.38				0.00	0.00
			12-05-25	TRANSFER	Payment 54.00		54.00				54.00	0.00
06-06-25	07-05-25				Water Consumption - 13/01/2025 to 18/04/2025		-54.00				0.00	0.00
			01-08-25	TRANSFER	Payment 1119.83		939.54		180.29		1,119.83	0.00
31-08-25	01-08-25				Levies - normal	01-08-25 to 31-10-25			-180.29		939.54	0.00
31-08-25	01-08-25				Levies - normal	01-08-25 to 31-10-25	-939.54				0.00	0.00

## Body Corporate for Heritage Village CTS 18665

31 Cochrane Street Mooroobool Queensland 4870  
ABN/ACN 79 398 022 138

### LEVY STATEMENT - 6

**OWNER: Brenton Jay Clutterbuck**

**For the period 1 May 2024 to 20 Jan 2026 - sorted by Due Date**

Due Date	Issue Date	Grace Days	Payment Date	Payment Method	Description	Period (if applicable)	Admin Fund	Admin Penalty	Sink Fund	Sink Penalty	LEVY BALANCE	PENALTY BALANCE
			11-09-25	TRANSFER	Payment 82.39		82.39				82.39	0.00
05-10-25	05-09-25				Water Water Consumption - 18/04/2025 to 18/08/2025		-82.39				0.00	0.00
			14-10-25	TRANSFER	Payment 1119.83		939.54		180.29		1,119.83	0.00
01-11-25	22-09-25				Levies - normal	01-11-25 to 31-01-26			-180.29		939.54	0.00
01-11-25	22-09-25				Levies - normal	01-11-25 to 31-01-26	-939.54				0.00	0.00
<b>Balance of account as at 20 Jan 2026 \$</b>						<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	
<b>Total Balance \$</b>										<b>0.00</b>	<b>0.00</b>	

**Important Note:** The date range shown on the top of this report represents the period over which the report is showing transactions. This is NOT a reflection of your "paid to" date.



VIEW THE COMMUNITY AT  
**ZACKS-STRATA.COM**



BUILDING COMMUNITY IN  
**CAIRNS**



07 4020 8072



ADMIN@ZACKS-STRATA.COM

PO BOX 2993  
CAIRNS QLD 4870

## NOTICE OF CONTRIBUTIONS

Brenton Jay Clutterbuck  
6/31-43 Cochrane Street  
MOOROOBOOL QLD 4870

### Invoice

Invoice No: 0003936 Issue Date: 12/12/25

Net Amount Payable: \$ 1,119.83

Due Date: 01/02/2026

**Body Corporate Heritage Village - CTS: 18665 - ABN: 79 398 022 138**

<b>Lot No. 6 Unit 6</b>		<b>Previous Balance:</b> 0.00			
<b>Address:</b> 31 Cochrane Street, Mooroobool, Queensland 4870		<b>Penalty Interest:</b> 0.00			
<b>Contribution Entitlement:</b> 3 <b>Interest Entitlement:</b> 3		<b>Issued levies not due:</b> 0.00			
Description	Transaction Type	Fund	Gross		Totals
01/02/2026 to 30/04/2026 for total Levy of \$3341.99 pa	Normal	Admin	\$939.54*		\$939.54
01/02/2026 to 30/04/2026 for total Levy of \$721.15 pa	Normal	Sink	\$180.29*		\$180.29
<b>Arrears/Issued at time of printing</b>					<b>\$0.00</b>
<b>Gross Amount</b>					<b>\$1,119.83</b>
<b>Net Amount Payable</b>					<b>\$1,119.83</b>

\* The body corporate has determined that a 2.50% simple interest charge will be applied for each month a contribution or contribution instalment is in arrears. Please pay by the due date.

If you are registered to use DEFT Biller Initiated Direct Debit on the due date, your nominated account will be debited \$1119.83 on 30/01/2026



**DEFT Reference Number:**  
2239 8794 2306 4870 0061

### How to Pay

**Bpay:** Contact your bank, credit union or building society to make this payment from your account.

**Internet:** Visit [www.deft.com.au](http://www.deft.com.au) and use the DEFT reference number supplied on this page.

**In person:** Present this page to make your payment by cheque or EFTPOS at any post office.

Payments by credit or debit card may attract a surcharge.  
Registration is required for payments from bank accounts.  
Registration forms available from [www.deft.com.au](http://www.deft.com.au).



ZACK's Enterprises Pty Ltd  
Lot No. 6 Unit 6  
Heritage Village  
**Invoice No:** 0003936

**Net Amount Payable:** \$1,119.83  
**Due Date:** 01/02/2026

**Biller Code:** 96503  
**Reference:** 2239 8794 2306 4870 0061



\*496 223987942 30648700061

## Approved Annual Budget

Administrative Fund

Body Corporate for Heritage Village CTS 18665

31 Cochrane Street Mooroolbong Queensland 4870

1 May 2025 to 30 April 2026

Expenditure	Budget 05/25 - 04/26
Accountant - company tax returns	275.00
Administrative Fees & Charges - computer/internet fees	680.00
Bank Fees & Charges - DEFT fees	300.00
Body Corporate Manager - Additional Services	1,000.00
Body Corporate Manager - Data Storage Fee	555.00
Body Corporate Manager - management fees	8,600.00
Electricity	1,650.00
Fire Protection Services	600.00
Garden/Lawn Maintenance	30,000.00
Garden/Lawn Maintenance - grounds supply	1,000.00
Garden/Lawn Maintenance - tree/shrub trimming	1,000.00
Insurance Premiums - building	50,000.00
Legal Services	4,000.00
Minor Building Maintenance	1,800.00
Pest Control Services	500.00
Pool Maintenance	8,000.00
Pool Maintenance - Safety Compliance	250.00
Water	10,800.00
<b>Total Administrative Fund Expenditure</b>	<b>121,010.00</b>
Additional Revenue	Budget 05/25 - 04/26
Levy Fees - special	10,000.00
<b>Total Administrative Fund Additional Revenue</b>	<b>10,000.00</b>
Administrative Fund Summary	Budget 05/25 - 04/26
Opening balance (Deficit)	4,845.68
Expenditure during budget period	121,010.00
	<b>125,855.68</b>
Less Additional revenue during budget period	10,000.00
Plus Planned surplus at end of budget period	0.00
Plus Allowance for GST on levies	0.00
<b>Budgeted levies to be raised \$</b>	<b>115,855.68</b>
	1,113.9969
Total Contribution Entitlement	104
*May include insurance contributions	

## Approved Annual Budget

Sinking Fund

Body Corporate for Heritage Village CTS 18665

31 Cochrane Street Mooroolbong Queensland 4870

1 May 2025 to 30 April 2026

Expenditure	Budget 05/25 - 04/26
Quantity Surveyor - sinking fund forecast	973.00
<b>Total Sinking Fund Expenditure</b>	<b>973.00</b>
Sinking Fund Summary	Budget 05/25 - 04/26
Opening balance (Surplus)	64,943.22
Expenditure during budget period	973.00
	_____
	<b>(63,970.22)</b>
Less Additional revenue during budget period	0.00
Plus Planned surplus at end of budget period	88,970.22
Budgeted levies to be raised \$	Per Ent
	240.3846
Total Contribution Entitlement	104

1 May 2025 to 30 April 2026

## Body Corporate for Heritage Village CTS 18665

31 Cochrane Street Mooroobool Queensland 4870

Levy Period Start 01/05/2025  
 Levy Period Duration 12 month(s)  
 No. of Instalment(s): 4  
GST NO

<u>TOTAL LEVIES</u>	<u>Per Period</u>	<u>Per Year</u>	<u>TOTAL LIABILITIES</u>	<u>Per Period</u>	<u>Per Year</u>
Admin Fund	P1 18,143.8400 P2 32,570.6100 P3 32,570.6100 P4 32,570.6200	115,855.68	Admin Fund	P1 174.4600 P2 313.1789 P3 313.1789 P4 313.1790	1113.9969
Sink Fund	P1 6,249.3600 P2 6,250.2100 P3 6,250.2100 P4 6,250.2200	25,000.00	Sink Fund	P1 60.0900 P2 60.0982 P3 60.0982 P4 60.0983	240.3846
Total Contribution	P1 24,393.2000 P2 38,820.8200 P3 38,820.8200 P4 38,820.8400	140,855.68	Total Per Lot Liability	P1 234.5500 P2 373.2771 P3 373.2771 P4 373.2773	1354.3815

## Yearly Levy (Estimates Only)

Lot No.	Unit No.	Contribution Entitlement	Interest Entitlement	Administrative Fund	Sinking Fund	Total	
1	1	2	2	2,227.99	480.77	2,708.76	
2	2	2	2	2,227.99	480.77	2,708.76	
3	3	2	2	2,227.99	480.77	2,708.76	
4	4	2	2	2,227.99	480.77	2,708.76	
5	5	3	3	3,341.99	721.15	4,063.14	
6	6	3	3	3,341.99	721.15	4,063.14	
7	7	3	3	3,341.99	721.15	4,063.14	
8	8	3	3	3,341.99	721.15	4,063.14	
9	9	3	3	3,341.99	721.15	4,063.14	
10	10	3	3	3,341.99	721.15	4,063.14	
11	11	3	3	3,341.99	721.15	4,063.14	
12	12	3	3	3,341.99	721.15	4,063.14	
13	13	3	3	3,341.99	721.15	4,063.14	
14	14	3	3	3,341.99	721.15	4,063.14	
15	15	2	2	2,227.99	480.77	2,708.76	
16	16	2	2	2,227.99	480.77	2,708.76	
17	17	2	2	2,227.99	480.77	2,708.76	

Lot No.	Unit No.	Contribution Entitlement	Interest Entitlement	Administrative Fund	Sinking Fund	Total	
18	18	2	2	2,227.99	480.77	2,708.76	
19	19	3	3	3,341.99	721.15	4,063.14	
20	20	3	3	3,341.99	721.15	4,063.14	
21	21	3	3	3,341.99	721.15	4,063.14	
22	22	3	3	3,341.99	721.15	4,063.14	
23	23	2	2	2,227.99	480.77	2,708.76	
24	24	2	2	2,227.99	480.77	2,708.76	
25	25	2	2	2,227.99	480.77	2,708.76	
26	26	2	2	2,227.99	480.77	2,708.76	
27	27	3	3	3,341.99	721.15	4,063.14	
28	28	3	3	3,341.99	721.15	4,063.14	
29	29	3	3	3,341.99	721.15	4,063.14	
30	30	3	3	3,341.99	721.15	4,063.14	
31	31	3	3	3,341.99	721.15	4,063.14	
32	32	3	3	3,341.99	721.15	4,063.14	
33	33	3	3	3,341.99	721.15	4,063.14	
34	34	3	3	3,341.99	721.15	4,063.14	
35	35	2	2	2,227.99	480.77	2,708.76	
36	36	2	2	2,227.99	480.77	2,708.76	
37	37	2	2	2,227.99	480.77	2,708.76	
38	38	2	2	2,227.99	480.77	2,708.76	
39	39	3	3	3,341.99	721.15	4,063.14	
40	40	3	3	3,341.99	721.15	4,063.14	
		<b>104</b>	<b>104</b>	<b>115,855.68</b>	<b>25,000.00</b>	<b>140,855.68</b>	



## Current Title Search

Queensland Titles Registry Pty Ltd  
ABN 23 648 568 101

Title Reference:	21396063	Search Date:	07/01/2026 10:56
Date Title Created:	21/04/1989	Request No:	54632112
Previous Title:	21165116		

### ESTATE AND LAND

Estate in Fee Simple

LOT 6 GROUP TITLES PLAN 70269  
Local Government: CAIRNS  
COMMUNITY MANAGEMENT STATEMENT 18665

### REGISTERED OWNER

Dealing No: 721266973 18/11/2021

BRENTON JAY CLUTTERBUCK

### EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by  
Deed of Grant No. 20149152 (ALLOT 1 SUBN SEC 159)  
(ALLOT 2 SUBN SEC 159)
2. MORTGAGE No 721266974 18/11/2021 at 15:12  
BANK AUSTRALIA LIMITED A.C.N. 087 651 607

### ADMINISTRATIVE ADVICES

NIL

### UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

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



## Current Title Search

Queensland Titles Registry Pty Ltd  
ABN 23 648 568 101

Title Reference:	19370269	Search Date:	07/01/2026 10:59
		Request No:	54632198
Previous Title:	21165116		

### LAND DESCRIPTION

COMMON PROPERTY OF HERITAGE VILLAGE COMMUNITY TITLES SCHEME 18665

COMMUNITY MANAGEMENT STATEMENT 18665

Local Government: CAIRNS

### REGISTERED OWNER

BODY CORPORATE FOR HERITAGE VILLAGE COMMUNITY TITLES  
SCHEME 18665  
PO BOX 2993  
CAIRNS QLD 4870

### EASEMENTS, ENCUMBRANCES AND INTERESTS

1. Rights and interests reserved to the Crown by  
Deed of Grant No. 20149152 (ALLOT 1 SUBN SEC 159)  
(ALLOT 2 SUBN SEC 159)
2. REQUEST FOR NEW CMS No 717562535 07/10/2016 at 12:13  
New COMMUNITY MANAGEMENT STATEMENT 18665  
STANDARD MODULE

### ADMINISTRATIVE ADVICES

NIL

### UNREGISTERED DEALINGS

NIL

Caution - Charges do not necessarily appear in order of priority

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

Building Units and Group Titles Act 1980 — 1984  
 BUILDING UNITS AND GROUP TITLES REGULATIONS 1980  
 (Form 1)

Regulation 8(1)  
 Sheet No. 1 of 10 Sheets

NAME OF PARCEL: Heritage Village

**GROUP TITLES PLAN NO. 70269**

SIGNATURE OF REGISTERED PROPRIETOR:

*John Smith* Director  
*Hestchem* Director  
*PTY. LIMITED* Director  
*John Smith* Director  
*Glenkoo Holdings Pty Ltd* Director  
*Common Seal* Director  
*Common Seal* Director

NAME OF REGISTERED PROPRIETOR: Hestchem Pty Ltd and

Glenkoo Holdings Pty Ltd  
*as tenants in common in equal shares*

ADDRESS: 67 Morehead Street, Bungalow, Cairns

REFERENCE TO TITLE. VOLUME N1165 . FOLIO 116 ✓

DESCRIPTION OF PARCEL: Lot 3 on R.P. 736873 .

COUNTY: Nares ✓

PARISH: Cairns ✓

CITY: Cairns ✓

NAME OF BODY CORPORATE: The Proprietors of Heritage Village

ADDRESS at which documents may be served: GROUP TITLES PLAN NO. 70269

*67 Morehead Street, Bungalow, Cairns*  
*Body Corporate Services*  
*PTY LIMITED*  
*P.O. Box 5134*  
*CAIRNS MAIL CENTRE 4871*



**CMS18665**

**GTP70269**

GROUP TITLES PLAN No.: 70269

REGISTERED

17 APR 1989

DEP. REGISTRAR OF TITLES  
 (NORTHERN DISTRICT)

*John Smith*  
 Clerk  
 Town

Surveyor's Reference:

*Council of city of Cairns*

Local Authority Reference:

**CISP**

## ANNEXURE I to SHEET I of GROUP TITLES Plan No 70269 this

16 MAY 1989 *Lia* *1*

DEPUTY REGISTRAR OF TITLES

NORTHERN DISTRICT

16 MAY 1989 *Lia* *1*DEP. REGISTRAR OF TITLES  
(NORTHERN DISTRICT)

No. T411687 ✓ Notification of change of address for service of documents recorded

29 MAY 1990 *Lia* *1*DEP. REGISTRAR OF TITLES  
(NORTHERN DISTRICT)29 MAY 1990 *Lia* *1*DEP. REGISTRAR OF TITLES  
(NORTHERN DISTRICT).22 JUL 1992 *Rebecca* *1*DEP. REGISTRAR OF TITLES  
(NORTHERN DISTRICT)

No. T481832 ✓ Notification of change of by-laws recorded

30 JUN 1993 *Mary* *1*

REGISTRAR OF TITLES

REGISTERED  
- 3 AUG 1995  
EXAMINER

No. T683729 ✓ Notification of change of by-laws recorded

Building Units and Group Titles Act 1980 — 1984  
BUILDING UNITS AND GROUP TITLES REGULATIONS 1980

Name of Parcel: Héritage Village

Regulation 8(1)  
Sheet No. 2 of 10 Sheets

## GROUP TITLES PLAN NO. 69207

## Perm. Marks

PM.	Bearing	Dist.	No.
8 - DPM	226°13'30"	1.0	71648

C198205  
Pin p/d at stns 11, 15, 17 & 18.

RP 73 6873

RP 73 4350

RP 73 000

RP 73 534

Building Units and Group Titles Act 1980 — 1984  
BUILDING UNITS AND GROUP TITLES REGULATIONS 1980

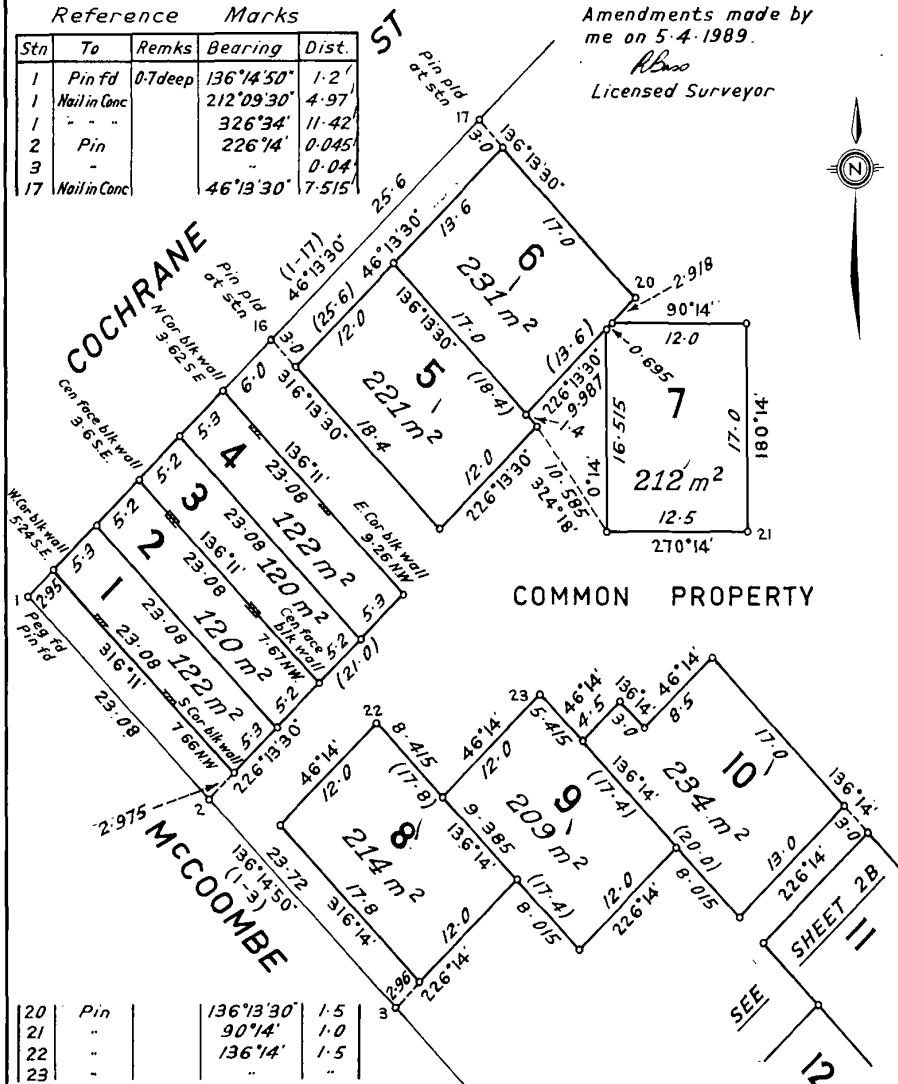
Name of Parcel: Heritage Village

Regulation 8(1)  
Sheet No. 2A of 10 Sheets

## GROUP TITLES PLAN NO. 70269

## Reference Marks

Stn	To	Remks	Bearing	Dist.
1	Pin fd	0-7deep	136°4'50"	1.2'
1	Nail in Conc		212°09'30"	4.97'
1	" "		326°34"	11.42'
2	Pin		226°44"	0.045'
3	-		"	0.04"
17	Nail in Conc		46°13'30"	7.515'

Amendments made by  
me on 5-4-1989.P. B. Boos  
Licensed SurveyorPeg pl'd at all new corners.

SCALE: 1:400

SIGNATURE OF REGISTERED PROPRIETOR:

Common Seal  
THE STACHEM  
PTY. LIMITED  
Director  
M. J. Boos  
Director

Holdings Pty. Ltd.  
The Common Seal  
of  
Holdings Pty. Ltd.  
Director  
Director

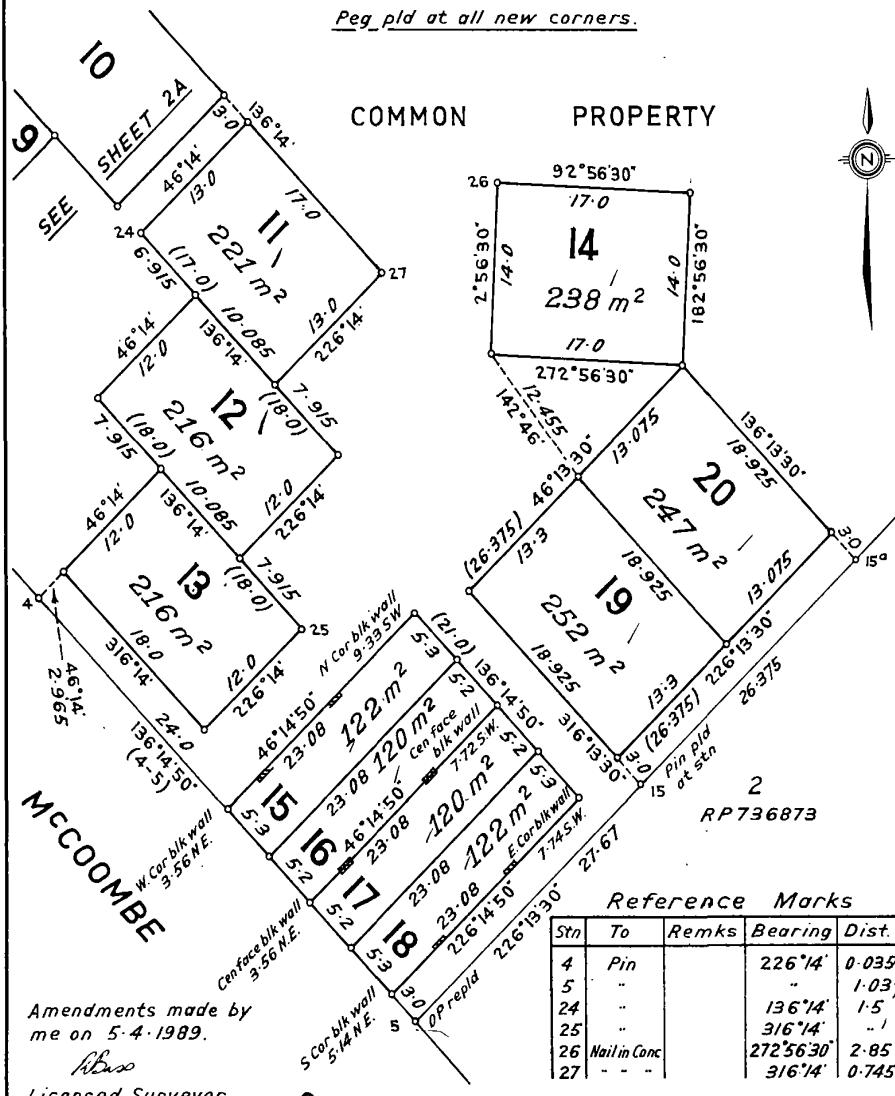
Signature  
Clerk  
Town  
Council of the City of Cairns

Building Units and Group Titles Act 1980 — 1984  
BUILDING UNITS AND GROUP TITLES REGULATIONS 1980

Name of Parcel: Heritage Village

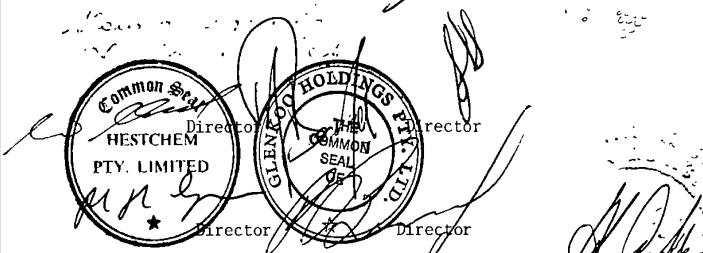
Regulation 8(1)  
Sheet No. 2B of 10 Sheets

## GROUP TITLES PLAN NO. 70269

Pegs pl'd at all new corners.Amendments made by  
me on 5-4-1989.Also  
Licensed Surveyor

SCALE: 1:400

SIGNATURE OF REGISTERED PROPRIETOR:

Clerk  
Town

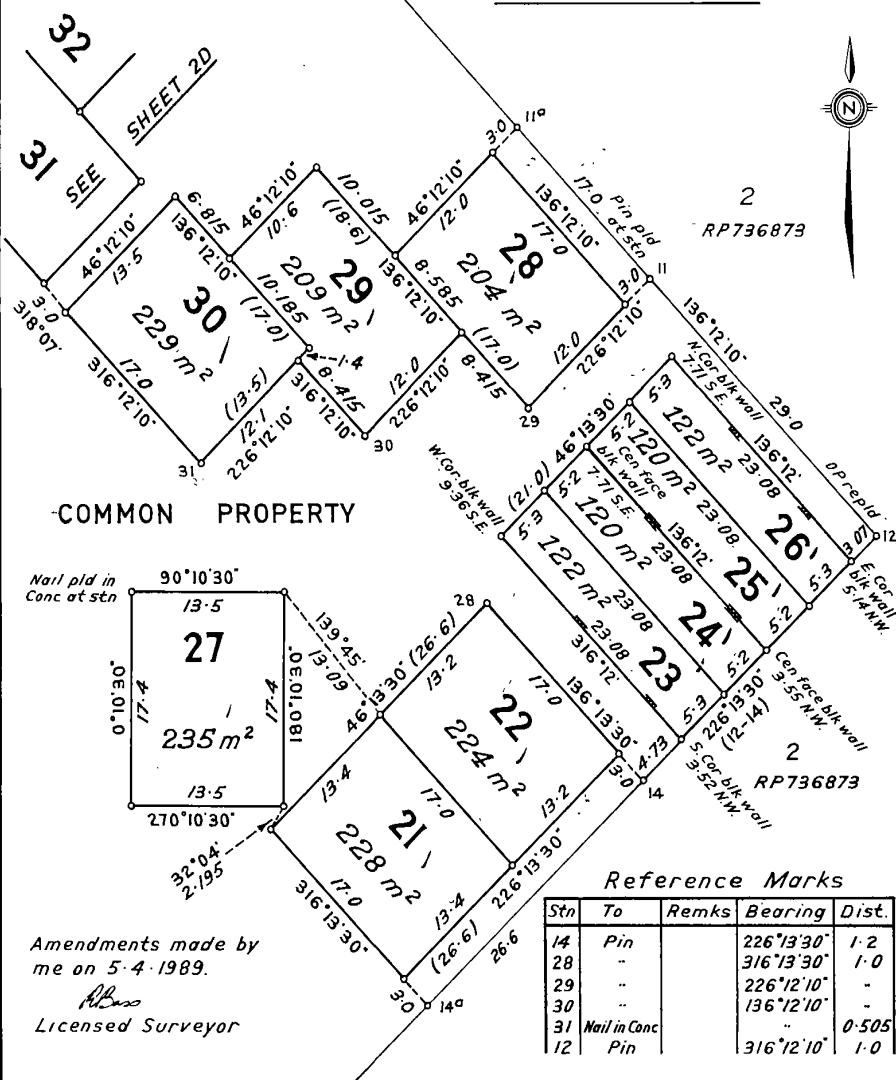
Council of the City of Cairns

Building Units and Group Titles Act 1980 — 1984  
BUILDING UNITS AND GROUP TITLES REGULATIONS 1980

Name of Parcel: Heritage Village

Regulation 8(1)  
Sheet No. 2C of 10 Sheets

## GROUP TITLES PLAN NO. 70269

Peg pld at all new corners  
unless otherwise shown.

SIGNATURE OF REGISTERED PROPRIETOR:

Amendments made by  
me on 5-4-1989.  
Also  
Licensed Surveyor

Common Seal  
HESTCEN PTY. LIMITED  
Director  
GLENKIRK HOLDINGS PTY. LIMITED  
Director  
THE COMMON SEAL  
Director

John D. Clark  
Clerk  
Town

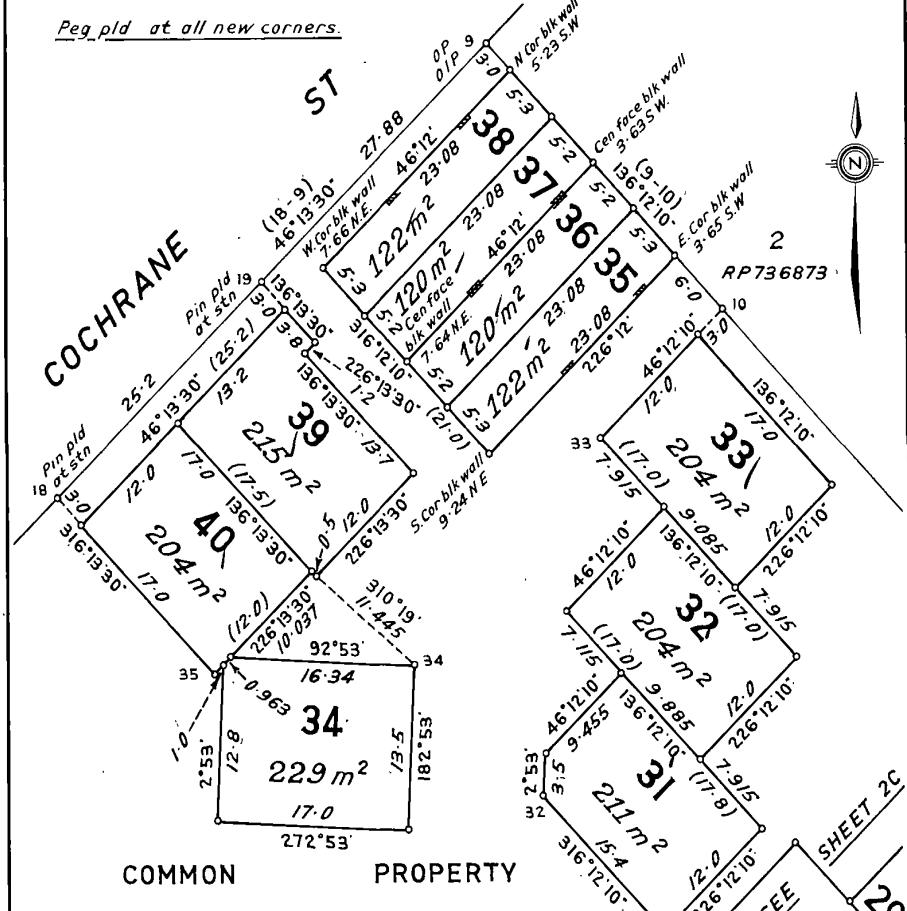
Council of the City of Cairns

Building Units and Group Titles Act 1980 — 1984  
BUILDING UNITS AND GROUP TITLES REGULATIONS 1980

Name of Parcel: Heritage Village

Regulation 8(1)  
Sheet No. 2D of 10 Sheets

## GROUP TITLES PLAN NO. 70269

Peg pld at all new corners.

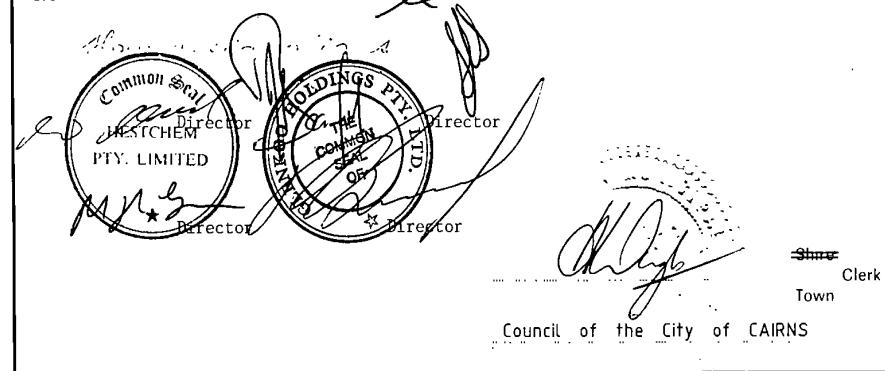
## COMMON PROPERTY

Reference	Marks
Stn	To
9	OIP
9	Pin in Conc
10	Pin
18	Pin in Conc
32	" "
33	Pin
34	"
35	"

Amendments made by  
me on 5-4-1989John  
Licensed Surveyor

SCALE: 1:400

SIGNATURE OF REGISTERED PROPRIETOR.



Building Units and Group Titles Act 1980 - 1988  
**BUILDING UNITS AND GROUP TITLES REGULATIONS 1980**

Sheet No. 3 of 10 Sheets

**GROUP TITLES PLAN NO. 70269**

.....I, Robert William Bass.....  
hereby certify that .....I have..... surveyed the land  
comprised in this plan .....personally and.....

that the plan is accurate, that the said survey was performed in accordance with the Surveyors Act 1977 - 1987 and the Surveyors Regulation 1978 and that the said survey was completed on ...6-2-89.....

**Signature of Licensed Surveyor**

Date ..... 6-2-89 .....

.....  
A. Bess

**Signature of Licensed Surveyor**

*John D. Shire*  
Shire Clerk  
Town

Council of the City of Cairns

Building Units and Group Titles Act 1980 — 1984  
BUILDING UNITS AND GROUP TITLES REGULATIONS 1980  
(Form 3)

Name of Parcel      Heritage Village

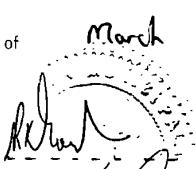
Regulation 8(1)  
Sheet No. 4 of 10 Sheets

**GROUP TITLES PLAN NO. 70269**

CERTIFICATE OF LOCAL AUTHORITY

*✓* **Cairns City Council** hereby certifies that the proposed subdivision of the parcel as illustrated in the abovementioned plan, has been approved by the  
*✓* **Cairns City Council** and that all requirements of the Local Government Acts 1936 — 1985 as modified by the Building Units and Group Titles Act 1980 have been complied with in regard to the subdivision.

DATED this **2nd** day of **March**, 1989

Mayor 

Town Clerk 

Cairns City Council

\*Insert name of local authority

Building Units and Group Titles Act 1980 — 1984  
 BUILDING UNITS AND GROUP TITLES REGULATIONS 1980  
 (Form 7)

Name of Parcel: Heritage Village

Regulation 8(1)  
 Sheet No. 5 of 10 Sheets

**GROUP TITLES PLAN NO. 70269**

I, GLEN JAMES COONAN, of HERRON TODD WHITE VALUERS PTY LTD  
 a valuer registered under the provisions of the Valuers Registration Act 1965 — 1985 do hereby certify  
 that set forth in the following schedule is my opinion as to the unimproved value, and the lot  
 entitlement, of each lot contained in the group titles plan to which this certificate is annexed.

**SCHEDULE**

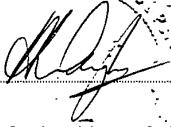
LOT	UNIMPROVED VALUE \$	LOT ENTITLEMENT
1	20,000	2
2	20,000	2
3	20,000	2
4	20,000	2
5	30,000	3
6	30,000	3
7	30,000	3
8	30,000	3
9	30,000	3
10	30,000	3
11	30,000	3
12	30,000	3
13	30,000	3
14	30,000	3
15	20,000	2
16	20,000	2
17	20,000	2
18	20,000	2
19	30,000	3
20	30,000	3
21	30,000	3
22	30,000	3
23	20,000	2
24	20,000	2
25	20,000	2
26	20,000	2
27	30,000	3
28	30,000	3
29	30,000	3
30	30,000	3
31	30,000	3
32	30,000	3
33	30,000	3
34	30,000	3
35	20,000	2
36	20,000	2
37	20,000	2
38	20,000	2
39	30,000	3
40	30,000	3
AGGREGATE	1,040,000	104

DATED this 13th day of February 19 89

REGISTERED VALUER  
 HERRON TODD WHITE VALUERS

Council of the City of Cairns

Shire  
 Clerk  
 Town



Building Units and Group Titles Act 1980 — 1984  
 BUILDING UNITS AND GROUP TITLES REGULATIONS 1980  
 (Form 8)

Name of Parcel: Heritage Village

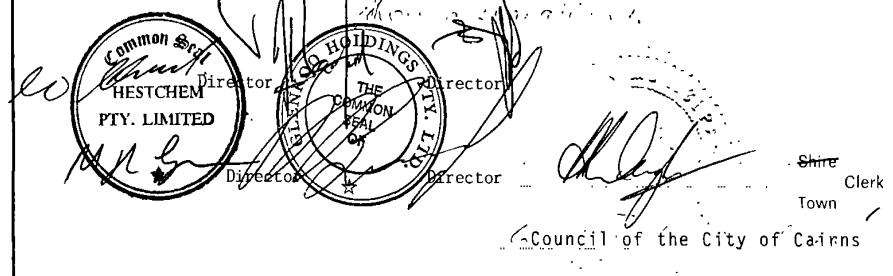
Regulation 8(1)  
 Sheet No. 6 of 10 Sheets

**GROUP TITLES PLAN NO. 79269**

**SCHEDULE OF LOT ENTITLEMENTS AND REFERENCE TO  
 CURRENT CERTIFICATE OF TITLE**

Lot No.	Entitlement	Current C's T.		Lot No.	Entitlement	Current C's T.	
		Vol.	Fol.			Vol.	Fol.
1	2	N1326	58				
2	2		59				
3	2		60				
4	2		61				
5	3		62				
6	3		63				
7	3		64				
8	3		65				
9	3		66				
10	3		67				
11	3		68				
12	3		69				
13	3		70				
14	3		71				
15	2		72				
16	2		73				
17	2		74				
18	2		75				
19	3		76				
20	3		77				
21	3		78				
22	3		79				
23	2		80				
24	2		81				
25	2		82				
26	2		83				
27	3		84				
28	3		85				
29	3		86				
30	3		87				
31	3		88				
32	3		89				
33	3		90				
34	3		91				
35	2		92				
36	2		93				
37	2		94				
38	2		95				
39	3		96				
40	3		97				
AGGREGATE		104		AGGREGATE			

## SIGNATURE OF REGISTERED PROPRIETOR



QUEENSLAND TITLES REGISTRY PTY LTD AUTOMATED TITLES SYSTEM ENE470  
20/08/2021 09:57 COMMUNITY TITLES SCHEME SEARCH STATEMENT  
Request No: 38267852

Scheme Name: HERITAGE VILLAGE COMMUNITY TITLES SCHEME 18665

Body Corp. Addr: PO BOX 828  
SMITHFIELD QLD  
4878

COMMUNITY MANAGEMENT STATEMENT No: 18665

Title	Lot	Plan
19370269	CP	GTP 70269
21396058	1	GTP 70269
21396059	2	GTP 70269
21396060	3	GTP 70269
21396061	4	GTP 70269
21396062	5	GTP 70269
21396063	6	GTP 70269
21396064	7	GTP 70269
21396065	8	GTP 70269
21396066	9	GTP 70269
21396067	10	GTP 70269
21396068	11	GTP 70269
21396069	12	GTP 70269
21396070	13	GTP 70269
21396071	14	GTP 70269
21396072	15	GTP 70269
21396073	16	GTP 70269
21396074	17	GTP 70269
21396075	18	GTP 70269
21396076	19	GTP 70269
21396077	20	GTP 70269
21396078	21	GTP 70269
21396079	22	GTP 70269
21396080	23	GTP 70269
21396081	24	GTP 70269
21396082	25	GTP 70269
21396083	26	GTP 70269
21396084	27	GTP 70269
21396085	28	GTP 70269
21396086	29	GTP 70269
21396087	30	GTP 70269
21396088	31	GTP 70269
21396089	32	GTP 70269
21396090	33	GTP 70269
21396091	34	GTP 70269
21396092	35	GTP 70269
21396093	36	GTP 70269
21396094	37	GTP 70269
21396095	38	GTP 70269
21396096	39	GTP 70269
21396097	40	GTP 70269

COMMUNITY MANAGEMENT STATEMENT Dealing No: 717562535

QUEENSLAND TITLES REGISTRY PTY LTD  
20/08/2021 09:57  
Request No: 38267852

AUTOMATED TITLES SYSTEM  
COMMUNITY TITLES SCHEME SEARCH STATEMENT

ENE470

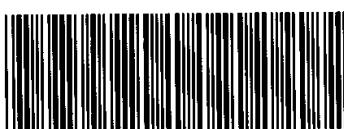
\*\* End of CMS Search Statement \*\*

COPYRIGHT QUEENSLAND TITLES REGISTRY PTY LTD [2021]  
Requested By: D-ENQ INFOTRACK PTY LIMITED

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

## GENERAL REQUEST

Form 14 Version 4  
Page 1 of 1



717562535

Duty Imprint

\$85.00  
07/10/2016 12:13

CS 470

use the Department's website.

## 1. Nature of request

REQUEST TO RECORD NEW COMMUNITY  
MANAGEMENT STATEMENT FOR HERITAGE  
VILLAGE COMMUNITY TITLES SCHEME 18665

Lodger (Name, address, E-mail & phone number)  
ZACK's Strata  
P.O. Box 828, SMITHFIELD QLD 4878  
admin@zacks-strata.com  
Ph: 07 4055 6986 Mobile: 0417 631 368

Lodger  
Code

## 2. Lot on Plan Description

COMMON PROPERTY OF HERITAGE VILLAGE COMMUNITY TITLES SCHEME 18665

Title Reference  
19370269

## 3. Registered Proprietor/State Lessee

BODY CORPORATE FOR HERITAGE VILLAGE COMMUNITY TITLES SCHEME 18665

## 4. Interest

NOT APPLICABLE

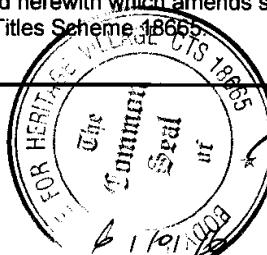
## 5. Applicant

BODY CORPORATE FOR HERITAGE VILLAGE COMMUNITY TITLES SCHEME 18665

## 6. Request

I hereby request that: the New CMS deposited herewith which amends schedules "C" of the previous CMS be recorded  
as the CMS for Heritage Village Community Titles Scheme 18665.

## 7. Execution by applicant



Execution Date

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

*Ross Jackson, Chairperson*

*Gordon Bonnar, Treasurer*

QUEENSLAND TITLES REGISTRY  
Body Corporate and Community Management Act 1997**FIRST/NEW COMMUNITY MANAGEMENT STATEMENT**CMS Version 3  
Page 1 of 16

This statement incorporates and must include the following:

**18665**

**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

**CMS LABEL NUMBER**

**1. Name of community titles scheme** HERITAGE VILLAGE COMMUNITY TITLES SCHEME  
**18665** **2. Regulation module** STANDARD MODULE

**8. Name of body corporate**  
BODY CORPORATE FOR HERITAGE VILLAGE COMMUNITY TITLES SCHEME 18665

**4. Scheme land**  
 Lot on Plan Description Title Reference  
 Common Property for Heritage Village Community Titles Scheme 18665 19370269  
 Lots 1 – 40 (inclusive) on BUP 70269 21396058 to  
 21396097

**5. Name and address of original owner #** **6. Reference to plan lodged with this statement**  
 Not applicable Not applicable

# first community management statement only

**8. Local Government community management statement notation**

.....signed

.....name and designation

.....name of Local Government

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

6/10/16  
Execution Date

*Ross Jackson, Chairperson*

*Gordon Bonnar, Treasurer*

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

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SCHEDULE A		SCHEDULE OF LOT ENTITLEMENTS	
Lot on Plan		Contribution	Interest
Lot 1 on BUP 70269		2	2
Lot 2 on BUP 70269		2	2
Lot 3 on BUP 70269		2	2
Lot 4 on BUP 70269		2	2
Lot 5 on BUP 70269		3	3
Lot 6 on BUP 70269		3	3
Lot 7 on BUP 70269		3	3
Lot 8 on BUP 70269		3	3
Lot 9 on BUP 70269		3	3
Lot 10 on BUP 70269		3	3
Lot 11 on BUP 70269		3	3
Lot 12 on BUP 70269		3	3
Lot 13 on BUP 70269		3	3
Lot 14 on BUP 70269		3	3
Lot 15 on BUP 70269		2	2
Lot 16 on BUP 70269		2	2
Lot 17 on BUP 70269		2	2
Lot 18 on BUP 70269		2	2
Lot 19 on BUP 70269		3	3
Lot 20 on BUP 70269		3	3
Lot 21 on BUP 70269		3	3
Lot 22 on BUP 70269		3	3
Lot 23 on BUP 70269		2	2
Lot 24 on BUP 70269		2	2
Lot 25 on BUP 70269		2	2
Lot 26 on BUP 70269		2	2
Lot 27 on BUP 70269		3	3
Lot 28 on BUP 70269		3	3
Lot 29 on BUP 70269		3	3
Lot 30 on BUP 70269		3	3
Lot 31 on BUP 70269		3	3
Lot 32 on BUP 70269		3	3
Lot 33 on BUP 70269		3	3
Lot 34 on BUP 70269		3	3
Lot 35 on BUP 70269		2	2
Lot 36 on BUP 70269		2	2
Lot 37 on BUP 70269		2	2
Lot 38 on BUP 70269		2	2
Lot 39 on BUP 70269		3	3
Lot 40 on BUP 70269		3	3
<b>TOTALS</b>		104	104

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

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This is a basic Scheme. Sections 66(1)(d), (f) and (g) of the Act do not apply.

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**SCHEDULE C BY-LAWS**

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**PART A****DEFINITIONS**

In this Community Management Statement, unless the context otherwise indicates:

'Act' means the Body Corporate and Community Management Act 1997 as amended and any regulations and applicable module made pursuant to the Act.

'Approved' means, for the purpose of these By-laws and Schedule D, the Building Requirements set by the Building Compliance Panel from time to time.

'Building Compliance Panel' means the Building Compliance Panel as appointed by the Committee of the Body Corporate for the purposes of the regulation and operation of the Building Requirements and the landscaping code as provided in this Community Management Statement.

'Building Act' means Building Act 1975.

'Building Requirements' means the architectural, landscaping, maintenance and other requirements set out in Part B of these By-laws or from time to time adopted by the Body Corporate and complying with Local Government and Building Act requirements for the purpose of regulating and monitoring the construction of a residence and development of any lot, including, without limitation, the construction, alteration, renovation or repair and maintenance of any residence, building, fence, retaining wall, driveway, external sign or hoarding, or other external elements that may impact on the streetscape or neighbours of the Lot.

'Committee' means the Committee of the Body Corporate as elected from time to time.

'House Lot' means Lots 5 to 14, 19 to 22, 27 to 34 and 39 to 40 on BUP 70269.

'Local Government' means Cairns City Council or such other Local Government as may from time to time have jurisdiction over the Scheme Land.

'Lot' means a lot in the Scheme.

'Occupy' has the meaning as defined' in the Act.

'Owner' has the meaning defined In the Act.

'Residence' means a building comprising self contained accommodation intended for the exclusive use of one family for human habitation approved by the Building Compliance Panel and complying with the Building Requirements.

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'Townhouse Lot' means Lots 1 to 4, 15 to 18, 23 to 26 and 35 to 38 on BUP 70269.

**1. NOISE**

- 1.1. The occupier of a lot must not create any noise likely to interfere with the peaceful enjoyment of a person on another lot or the Common Property.
- 1.2. In the event of any noise in a lot at any time the occupier must take all practical means to minimise annoyance to other occupants by closing all doors, windows and curtains of the lot and also effecting such further steps as may be within his power for same purpose.
- 1.3. The Committee may specify noise levels which must not be exceeded at the boundary of each Lot and the times applicable to relevant noise levels and the owner and occupier of each Lot must ensure that those noise levels are not exceeded.
- 1.4. The things provided for in this by-law 1 are in addition to the right of the Body Corporate or any owner or occupier to refer the matter to any lawful authority by way of complaint.

**2. VEHICLES**

- 2.1. An occupier or owner of a lot must not park or stand any motor or other vehicle upon Common Property except with the consent in writing of the Body Corporate, or pursuant to an exclusive use allocation.
- 2.2. A proprietor or occupier shall take all reasonable steps to ensure that;
  - (a) any motor or other vehicle or vehicles loading or unloading must not park or stand so as to obstruct or unreasonably monopolise parking bays; and
  - (b) any owner or occupier does not monopolise parking bays to the detriment of other proprietors or occupiers of lots.
- 2.3. A written consent under subsection (1) must state the period for which it is given.
- 2.4. The Body Corporate may withdraw or cancel its consent by giving seven days written notice to the occupier or owner as the case may be.

**3. OBSTRUCTION**

- 3.1. The occupier of a lot must not obstruct the lawful use of the Common Property by someone else.
- 3.2. The occupier of a lot must not:-
  - (a) obstruct lawful access to the Common Property by any person lawfully authorised by the Body Corporate or according to law; or
  - (b) obstruct lawful access to any Lot by any person lawfully authorized by the owner or the occupier of that Lot or according to law.

**4. DAMAGE TO LAWNS, ETC. ON COMMON PROPERTY**

- 4.1. The occupier of a lot must not, without the Body Corporate written approval damage any lawn, garden, tree, shrub, plant or flower being part of or situated upon Common Property; or use part of the Common Property as a garden.

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**5. DAMAGE TO COMMON PROPERTY**

- 5.1. An occupier of a lot must not, except with the consent in writing of the Body Corporate mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property.

**6. BEHAVIOUR OF INVITEES**

- 6.1. An occupier of a lot shall take all reasonable steps to ensure that the occupier's invitees do not behave in a manner likely to interfere with the peaceful enjoyment of another lot or of the Common Property.
- 6.2. The owner of a lot which is the subject of a lease or licence agreement shall take all reasonable steps, including any action available to that owner under any such lease or licence agreement, to ensure that any lessee or licensee or other occupier of the lot or their invitees comply with the provisions of the by-laws.
- 6.3. The owner or occupier of a lot shall be liable to compensate the Body Corporate in respect of all damage to the Common Property or personal property vested in it caused by such owner or occupier or their invitees.

**7. DEPOSITING RUBBISH, ETC. ON COMMON PROPERTY**

- 7.1. The occupier of a lot must not leave any rubbish, dirt, dust or other material on the Common Property in a way likely to interfere with the peaceful enjoyment of the Common Property by someone else.
- 7.2. The occupier of a lot must not throw or allow to fall or permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of the windows or doors from balconies, from the roof onto Common Property. Any damage or costs for cleaning or repair caused by breach hereof shall be borne by the occupier or owner of the lot.

**8. COMPLIANCE WITH BUILDING REQUIREMENTS**

- 8.1. An owner or occupier of any lot shall not either commence construction, alteration, addition, modification or reconstruct or carry out any improvements or works on any lot or submit an application to the Local Government or a private certifier in relation to same until the plans and specifications showing the nature, height, width, colours and location of same together with landscaping proposals shall have first been approved in accordance with these By-laws.
- 8.2. The occupier and owner of a lot acknowledge and agree that a breach of the Building Requirements shall constitute a breach of these by-laws.
- 8.3. The Body Corporate may from time to time vary, modify, or add to the Building Requirements or adopt new Building Requirements in which case such Building Requirements shall apply in lieu of those set out in Part B of these By-laws.

**9. APPEARANCE OF LOT**

- 9.1. The occupier of a lot must not, without the written consent of the Body Corporate, hang any washing, towel, bedding, clothing or other article; other than on a clothes line situated within the lot, and must ensure that such items are removed from the clothes line promptly upon the same having dried.
- 9.2. The occupier of a lot must not display any sign, advertisement placard, banner, pamphlet or like matter on any part of the occupiers lot or the Common Property if the article is visible from another lot or the Common Property or from outside the scheme land.

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- 9.3. An owner or occupier must not erect or affix any blinds or awnings to the outside of a lot or any Residence or other improvements on a lot without the prior written consent of the Committee and must comply with the directions and requirements of the Committee.

#### **10. STORAGE OF FLAMMABLE LIQUIDS, ETC.**

- 10.1. The owner or occupier of a lot must not, without the Body Corporate's written approval, store a flammable substance on the lot or Common Property unless the substance is used or intended to be used for domestic purposes.
- 10.2. However this section does not apply to the storage of fuel in:
  - (a) the fuel tank of a vehicle, boat or internal combustion engine; or
  - (b) a tank kept on a vehicle or boat in which the fuel is stored under the requirements of law regulating the storage of a flammable liquid or substance.
- 10.3. The owner or occupier of a lot must not without the written approval of the Body Corporate bring to, do or keep anything in the lot which shall increase the rate of fire insurance on the premises or any property on the scheme land, or which may conflict with the laws and/or regulations relating to fires or any Insurance policy upon the premises, Common Property or any property in the scheme land or the regulations or ordinances of any public authority for the time being in force.
- 10.4. If an owner or occupier does or permits to be done any act, matter or thing which has the effect of invalidating or avoided any policy of insurance taken out by the Body Corporate then such owner or occupier shall be responsible for any damage or loss which the Body Corporate or any other person may suffer or incur as a result thereof.
- 10.5. If the Body Corporate consents to an owner or occupier bringing to, doing or keeping anything in his lot which increases the rate of fire insurance on the building or on any property on the land, such owner or occupier must pay the amount of any increased premium to the Body Corporate upon demand.

#### **11. GARBAGE DISPOSAL**

- 11.1. The owner or occupier of a lot must
  - (a) save where the Body Corporate provides some other means of disposal of garbage, maintain within the lot, or on such part of the Common Property as may be authorised by the Body Corporate, an adequately covered receptacle for garbage. The receptacle must be kept in a clean and dry condition and, where possible, must be maintained under cover away from direct sunlight and ensure that the same cannot be readily seen from the common property or other lots;
  - (b) ensure that the garbage is emptied at each scheduled collection and otherwise comply with all Local Government laws and requirements relating to the disposal of garbage, including the use of Local Government approved garbage bins;
  - (c) ensure that the health, hygiene, and comfort of any person is not adversely affected by the occupiers disposal of garbage.
- 11.2. Recycling is encouraged. The owner or occupier of a Lot must use best endeavours to recycle in accordance with the Local Government recycling program.
- 11.3. Incinerators are not permitted for the purposes of garbage disposal unless:

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- (a) The use and design of incinerators are lawful; and
- (b) Body Corporate approval has been obtained.

The Body Corporate approval may be withheld at the sole discretion of the Body Corporate. Any approval given may be withdrawn by the Body Corporate.

## **12. KEEPING OF ANIMALS**

- 12.1. Subject to Section 181 of the Act, an occupier must not, except with the consent in writing of the Committee:-

  - (a) Bring or keep a dog on the Lot or the Common Property; or
  - (b) Permit an invitee to bring or keep a dog on the Lot or the Common Property.

The Committee consent may be subject to conditions, which must be specified in the notification of consent by the Committee.

- 12.2. Dogs belonging to occupiers or invitees must be either kept within an enclosure or an enclosed yard or under the direct supervision of a responsible person within the Lot. Dogs must not be permitted on the common property unless on a leash being held by a person capable of controlling the same or under the direct supervision of a responsible person.
- 12.3. Any occupier shall be absolutely liable to each and all remaining occupiers, their families, guests and invitees, for any unreasonable noise, or damage to person or property, caused by any dog brought or kept upon any lot by an occupier or by members of his family, or his invitees.
- 12.4. It shall be the absolute duty and responsibility of each such occupier to clean up after a dog for which the occupier is responsible which has used or soiled any portion of the common property or any portion of another lot.
- 12.5. Consent given by the Committee may be withdrawn and any conditions imposed may be modified if reasonably required.
- 12.6. The Committee may make rules limiting the hours in which dogs may be allowed on the common property, provided such rules do not restrict the hours in which dogs on leashes may be allowed on the common property for the purposes of entering or exiting the property.
- 12.7. The Committee may make rules and give consent (with or without conditions) in respect of the keeping of any animals (other than dogs).
- 12.8. Any occupier having an animal must comply with all relevant laws relating to the keeping of the same.

## **13. TENANTS TO HAVE NOTICE OF BY-LAWS**

- 13.1. The owner of a lot must ensure that a copy of the current by-laws (or a précis thereof approved by the Committee) is attached to and forms part of any lease or tenancy of the Lot and that any amendment thereto is promptly delivered to the Lessee or occupier of any lot not personally occupied by the owner.

## **14. OBSERVANCE OF BY-LAWS**

- 14.1. The duties and obligations imposed by these by-laws on an owner or occupier of a lot must be observed not only by the owner or occupier but also by their respective tenants, guests, servants, employees, agents, children, invitees and licensees.

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- 14.2. The Committee may by majority resolution impose upon any owner or occupier who breaches any by-law a fine not exceeding \$500.00, which fine shall be deemed to be a debt due and owing to the Body Corporate and recoverable forthwith by action.
- 14.3. In the event that there is any breach of a by-law or any rules made pursuant to a by-law in respect of any part of the common property (including any facilities on the common property), the Committee may, in addition to or in lieu of imposing any fine, impose a ban upon the owner or occupier concerned from utilising that part of the common property for a period not exceeding 30 days. Each breach of the ban shall be deemed to be a breach of the by-laws for the purposes of by-law 14.2.
- 14.4. The Committee must not exercise the powers pursuant to by-laws 14.2 and 14.3 unless the owner or occupier concerned has first been given written notice regarding the breach and a second or subsequent breach of a similar nature has occurred after the giving of the written notice. The intention of this by-law is to ensure that each such owner or occupier is given at least one written warning.

**15. USE OF WATER, ETC.**

- 15.1. Waste pipes and drains must not be used for any purposes other than those for which they were constructed and no sweepings or rubbish or other unsuitable substance shall be deposited therein. Any damage or blockage resulting to such water, waste pipes and drains from misuse or negligence shall be borne by the owner whether the same is caused by the owner's actions, by the servants, agents, guests, employees, invitees or licensees of the owner or occupier.
- 15.2. Each owner or occupier must ensure that any water restrictions imposed by the local government are complied with and that water is not wasted unnecessarily. Non-essential watering of lawns and gardens is to be avoided.

**16. PATHWAYS TO BE KEPT CLEAR**

- 16.1. The pathways and drives on the land and any easement giving access to the land must not be obstructed by any of the owners or occupiers or used by them for any other purposes than the reasonable ingress and egress to and from their respective lots and no owner or occupier shall park or permit to be parked any vehicle so as to prevent the passage of other vehicles over the said pathways, drives and easement.
- 16.2. The owner or occupier of a lot must not obstruct lawful use of Common Property by any person including obstruction by the placement thereon of free standing signs, furniture, pot plants, display of wares or otherwise howsoever.

**17. COMMITTEE MAY MAKE RULES**

- 17.1. The Committee may make rules relating to the Common Property including but not limited to the swimming pool and recreational areas, gardening and maintenance of Common Property, and the collection and disposal of rubbish not inconsistent with these by-laws and the same shall be observed by the occupiers and their servants, agents, guests, employees, invitees or licensees unless and until they are disallowed or revoked by a majority resolution at a general meeting of the Body Corporate.
- 17.2. Any matter provided for in the by-laws which authorise the Body Corporate to do anything (including the granting of any consent) may be done by the Committee unless it is a matter which is restricted to the Committee.
- 17.3. Where Part B of these By-laws hereto is silent on any matter which may be included within the Building Requirements, the Committee may, after consulting with the Building Compliance Panel, make rules in respect of those matters.

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**18. PROPRIETORS NOT TO INSTRUCT CONTRACTORS/WORKMEN**

- 18.1. Occupiers must not directly instruct any contractors or workmen employed by the Committee unless so authorised and all requests for consideration of any particular matter to be referred to the Committee shall be directed to the Secretary and not to the Chairman or any member of the Committee.
- 18.2. The Committee must use its best endeavours to ensure that any owner or occupier who may be effected by any work on the common property is consulted and that due regard is given to any reasonable requirements of such owner or occupier.

**19. USE OF LOTS AND SWIMMING POOL**

- 19.1. Subject to any law to the contrary, a lot may only be used for residential purposes.
- 19.2. The swimming pool area (including the swimming pool) must not be used during the hours of 10:00pm and 7:00am daily.
- 19.3. No person (other than an owner or occupier) shall be permitted to use the swimming pool area (including the swimming pool) unless accompanied by an owner or occupier.

**20. BODY CORPORATE RIGHTS AND POWERS - UNPAID LEVIES**

- 20.1. The owner of a lot (which expression shall extend to a corporation and a mortgagee in possession) must pay on demand:-
  - (a) The whole of the Body Corporate's costs and expenses (including Solicitors and own client costs) incurred in recovering levies, late payment penalties or moneys duly levied upon that owners or occupiers of any lot in the Community Titles Scheme by the relevant Body Corporate pursuant to the Body Corporate and Community Management Act or pursuant to the by-laws of the Body Corporate;
  - (b) Such costs as may have been ordered to be paid by the owner to the Body Corporate or the Commissioner for Body Corporate and Community Management by any Court Adjudicator, Commissioner, Tribunal or body with authority to order the payment of costs.
- 20.2. In the event that the owner or occupier fails to attend to the payment of such costs and expenses after demand is made for the payment of same, the Body Corporate may take action for the recovery of same in any Court, Tribunal or other body of competent jurisdiction with the proviso that, in respect of the Body Corporate's party and party costs, the Body Corporate shall comply with any procedure for the taxation and recovery of costs provided for in the rules of the Court, Tribunal or other body which orders payment of costs in favour of the Body Corporate. The Body Corporate may also enter any costs and penalties and other moneys payable by an owner against the levy account of the owner's lot in the Community Titles Scheme and note the amount of such costs on any certificate issued in respect of the Lot pursuant to Section 162 of the Body Corporate and Community Management Act.
- 20.3. If a contribution levied under the relevant Regulation Module is unpaid 30 days after it falls due for payment, then the amount of the unpaid contribution will bear interest thereafter at an annual rate as determined by the Committee from time to time, unless otherwise determined by Ordinary Resolution at a general meeting and until determined at the rate of 2.5% for each month the contribution or installment is in arrears. At the discretion of the Committee, any Body Corporate Manager has administrative discretion to write off interest at a limit to be determined by the Committee from time to time.

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- 20.4. If at the time any person, company or association becomes the owner of a lot, another person or entity is liable in respect of the lot to pay interest on a contribution, the owner is jointly and severally liable with the other person or other entity for the payment of the interest.
- 20.5. The amount of any interest is recoverable by the Body Corporate as a liquidated debt.
- 20.6. Where the Body Corporate expends money to make good damage caused by a breach of the Act, or of these By-Laws by any owner or occupiers, guests, servants, employees, agents, children, invitees or licensees of the owner or any of them the Committee shall be entitled to recover the amount so expended as a debt in an action in any Court of competent jurisdiction from the owner of the lot at the time when the breach occurred.

## **21. SEVERABILITY**

- 21.1. These by-laws are to be interpreted subject to the provisions of the Body Corporate and Community Management Act 1997 and the relevant Regulation Module. If any by-law or any part of these by-laws cannot be given effect or full force and effect by reason of statutory invalidity or otherwise such by-law or part by-law as the case may be which cannot be given effect or its full force and effect shall be severed, ignored or read down restrictively but so as to maintain and uphold as far as possible the remaining by-laws.

## **22. BUILDING COMPLIANCE PANEL**

- 22.1. There shall be a Building Compliance Panel for the purposes of assessing matters relating to Building Requirements provided for in Part B hereto. The Building Compliance Panel shall be constituted by three or more members of the Committee.
- 22.2. In addition, the Committee may appoint such persons (including other members of the Committee) to the Building Compliance Panel for particular matters as the Committee determines, based on the experience or qualification of such persons.
- 22.3. All matters relating to Building Requirements shall be dealt with as follows:
  - (a) All applications must be submitted to the Body Corporate as follows:
    - (i) If the Body Corporate has engaged a body corporate manager, by delivering the same to the body corporate manager, or
    - (ii) If the Body Corporate has not engaged a body corporate manager, by delivering the same to the Secretary; and
    - (iii) Must be in the form adopted by the Body Corporate, where applicable; and
    - (iv) Must include all other documents and things as provided for in this by-law 22.
  - (b) All plans and specifications submitted by an owner or occupier for reference to the Building Compliance Panel for its approval shall be fully detailed, including without limitation, floor plans, site plans, drainage plans, elevation drawings, earthworks plans and descriptions or samples of exterior materials and colours, fencing and driveway details, and landscaping plan. The application shall be made on the form of application adopted by the Building Compliance Panel

from time to time. In the event that any proposals involved include any new building or structure, extensions or relocations, the applicant may be required by the Committee to have the boundaries of the lot surveyed and pegged at the applicant's cost so as to ensure that the proposals do not result in any encroachment; and

- (c) The Body Corporate must ensure that the matter is referred to the Building Compliance Panel for review as soon as practicable.

22.4. Save as provided for in by-law 22.5, the costs of the persons appointed pursuant to by-law 22.1 (b) and 22.2 (other than those persons being members of the Committee) shall be borne by the Body Corporate.

22.5. Where any matter is brought before the Building Compliance Panel at the request or as a consequence of any act or omission of an owner, the costs of the persons appointed pursuant to by-law 22.1 (b) and 22.2 (other than those persons being members of the Committee) shall be borne by the relevant owner. For the purposes of this by-law, the Committee may require the relevant owner to pay a security deposit not exceeding \$1,000.00 at the time the relevant owner makes application for any relevant approval.

22.6. The Building Compliance Panel and the Committee may require the applicant to provide additional information to clarify any aspect of the application.

22.7. The Building Compliance Panel must, within 21 days from the date of its receipt of any application make a decision in respect of the application and provide a written copy of that decision to the Committee. If the application is refused or approved subject to conditions, the Building Compliance Panel must provide reasons for the refusal or conditions. Decisions of the Building Compliance Panel shall be consensus based. If the Building Compliance Panel is unable to make a decision, it must notify the Committee of that fact and provide written notification as to the reasons why they are unable to make a decision.

22.8. Any application pursuant to this By-law 22 must not be unreasonably withheld so long as:

- (a) The plans and specifications and the proposed construction, alteration, addition, modification, reconstruction, or improvement or works comply with the Building Requirements; and
- (b) The application otherwise complies with these By-laws.

22.9. The Building Compliance Panel and the Committee may impose, as a condition of its approval of any application made pursuant to these By-laws, requirements that:

- (a) additional plans and specifications of any construction, alteration, addition, modification, reconstruction, works or improvements or such other information as it may require to be submitted;
- (b) changes to be made to the plans and specifications provided such changes are consistent with the Building Act (Qld) and Standard Building By-Laws thereunder; and/or
- (c) the proposed construction, alteration, modification, reconstruction, works or improvements be completed within a reasonable time specified in such condition

22.10. The Committee must review the decision of the Building Compliance Panel as soon as practicable upon the receipt of the decision. If the Committee agrees with the decision, the Committee must issue to the applicant notification of the decision, which shall be deemed to be a decision of the Committee. If the Committee does not agree with the decision, the Committee may make its own decision or refer the matter back to the Building Compliance Panel for further consideration.

22.11. The Committee must not make a decision contrary to the decision of the Building Compliance Panel without having due regard to the decision of the Building Compliance Panel and having substantial grounds for making that contrary decision. If the Committee makes a decision contrary to the decision of the Building Compliance Panel, the Committee must provide reasons for doing so.

**23. EXCLUSIVE USE ALLOCATIONS**

23.1. The Body Corporate is permitted to make exclusive use allocations of garden areas situated on the common property adjacent to any lot in favour of the relevant lot, and may permit the relevant areas to be fenced, subject to compliance with the Building Requirements.

23.2. The provisions of by-law 23.1 are subject to the Act and the Regulation Module.

**24. FINES**

24.1. The Committee may by majority resolution impose upon any owner or occupier who commits a breach of any By-law a fine not exceeding \$500.00. The fine shall be deemed to be a debt due and owing to the Body Corporate and shall be forthwith recoverable by legal action.

**PART B**

**25. BUILDING REQUIREMENTS**

25.1. The Body Corporate has adopted and wishes to regulate Building Requirements for the Scheme.

25.2. There will be no construction on any lot except that of a Residence, carport and other ancillary improvements complying with the Building Requirements and approved by the Building Compliance Panel. All other types of construction are prohibited.

25.3. When any application is made pursuant to these provisions by any person, firm or company who or which is not the owner of any such lot, the written consent of the appropriate registered owner must accompany such application.

25.4. Any approval granted by the Committee pursuant to by-law 22 will not constitute an agreement or representation as to the adequacy, suitability or fitness of any of the Building Requirements or the positioning of the Residence and other approved improvements or that the relevant State, Local Government or other competent authority (including a private certifier) will grant its approval, and the owner and occupier of the lot acknowledge that they will not place any reliance on the approval.

25.5. Save in respect of By-laws 27, 39.2 and 39.3 and any provisions contained herein relating to the repair and maintenance of any lot or improvements erected thereon, the Building Requirements shall not apply to any improvements on any lot as at the date this Community Management Statement takes effect (being the date the same is recorded with the Department of Natural Resources Mines & Energy).

**26. SOME BUILDING MATERIALS PROHIBITED**

26.1. Materials with a reflective finish will not be approved unless the same are positioned in such a manner as to prevent glare or other adverse effects. For example, galvanized iron roofing will be permitted, provided that there is no glare.

26.2. Materials which are inconsistent with the building theme of the House Lots will not be approved for use in improvements situated on House Lots, where such materials shall be visible from the exterior.

26.3. Solar panels shall be permitted, provided they do not interfere with the appearance of any lot or otherwise adversely affect any neighbouring lot.

**27. LOT MAINTENANCE**

- 27.1. Owners must ensure that improvements (being any building or structures) situated on any lot are properly and regularly maintained and any repairs required to the same (including any service infrastructure) are effected promptly.
- 27.2. Owners of House Lots must ensure that the exterior of improvements to which paint is applied is regularly maintained and any painting required to the exterior be effected at intervals not greater than 8 years, unless the Committee allows an extension of that 8 year time frame.
- 27.3. Owners of Townhouse Lots must ensure that the exterior of the buildings in which those lots are situated to which paint is applied is regularly maintained and any painting required to the exterior be effected at intervals not greater than 8 years, unless the Committee allows and extension of that 8 year timeframe.

**28. STORAGE**

- 28.1. Any items of personal property (other than garden furniture and the like) must be stored within or beneath the Residence on each Lot or within any approved enclosure situated on the Lot.
- 28.2. Storage sheds shall not be permitted without the approval of the Committee, which approval must not be unreasonably withheld where the storage shed is not obtrusive and is consistent with the building theme of the scheme.

**29. ROOF MATERIALS**

- 29.1. The materials and roof pitch of a Residence should be designed to suit climatic and aesthetic requirements. A minimum roof pitch of 22.5 degrees is required.
- 29.2. The following roof materials are preferred:
  - (a) tiles;
  - (b) colorbond - custom orb (corrugated) profile;
  - (c) shingles or slate; or
  - (d) other appropriate finishes approved by the Committee

- 29.3. Galvanised iron, zinc or aluminum .coated steel, corrugated fibre cement sheeting, or any material with a reflective finish, will not be approved as either wall or roof cladding.

**30. MINIMUM SIZE RESIDENCES**

- 30.1. A Residence must contain a minimum floor area of not less than 150m<sup>2</sup> In this calculation, carports, sheds, and other approved improvements are not included, but patios and verandahs are included. In cases where the owner wishes to preserve trees and other vegetation, consideration will be given to varying this requirement.

**31. VERANDAHS AND PERGOLAS**

- 31.1. Support posts for verandahs and/or pergolas should be a minimum of 100mm x 100mm in width and constructed timber, painted metal or rendered masonry to match the main dwelling.

**Title Reference [19370260]**

**Page 14 of 16**

- 31.2. The material, colour and pitch of the roof of verandahs should compliment that of the main dwelling, as should the materials and colour of the pergola.

### **CONSTRUCTION MATTERS**

#### **32. TEMPORARY FENCING**

- 32.1. Temporary fencing of a lot shall not be erected unless as a requirement for safety during construction or repair and maintenance work.

#### **33. DURING CONSTRUCTION**

- 33.1. All roadways, crossovers and footpaths should be kept free of dirt and rubbish. The lot should be kept in a clean and tidy state free of rubbish. A deposit or construction bond in an amount determined by the Committee. (but not exceeding \$1,000) shall be provided to the Body Corporate prior to commencement of construction to secure performance of the lot owner's obligations under these Building Requirements

- 33.2. Any damage caused to the Common Property or another lot should be reported immediately to the Body Corporate Manager. Any damage caused shall be remedied by the Body Corporate at the lot owner's expense. The lot owner must reimburse the Body Corporate or the relevant Lot owner for the cost of rectifying such damage on demand.

- 33.3. In the event that the Building Requirements and other requirements under these By-laws are not complied with the Body Corporate may appropriate the depositor construction bond towards any remedial work or rectification required but without prejudice to the Body Corporate's rights against the lot owner.

#### **34. FUTURE EXTENSION AND REPLACEMENTS**

- 34.1. Extensions and replacements to a Residence will be permitted if they are architecturally integrated with the existing Residence (in terms of design, colour and appearance). Prior approval of the Committee is required prior to submitting plans for extensions to the Local Government or private certifier.

#### **35. OTHER CONSIDERATIONS**

- 35.1. The location of the electricity box for the lot, water service and gas meter and other services should not restrict access or adversely impact on the street appearance of the lot.

### **CARPARKING AND DRIVEWAYS**

#### **36. CARPARKING**

- 36.1. At least one off street carparking space needs to be provided on each House Lot. Covered carparking accommodation in the form of a carport or under-house area must be provided. In the case of a new Residence, the carparking accommodation must be provided before the Residence is occupied.

- 36.2. Parking spaces within any lot for recreation vehicles such as boats, caravans or trailers must be first approved by the Building Compliance Panel and, once approved, should be suitably screened in order to minimise the impact on the streetscape and neighbours.

- 36.3. In the event that any designated parking spaces on Common Property are not allocated by way of exclusive use, those parking spaces must not be utilized for the purposes of permanent parking of any recreational vehicles or in such other way as would obstruct the use of those areas by others entitled to utilise the same.

**37. DRIVEWAYS**

- 37.1. Only one driveway will be permitted on each House Lot unless the Building Compliance Panel in its absolute discretion otherwise approved. A driveway should be no wider than 3 meters at the street boundary.
- 37.2. A driveway should be constructed prior to the occupation of the residence.
- 37.3. Plain concrete driveways will not be approved. It is recommended that driveways be paved, exposed aggregate or stamped pattern concrete.
- 37.4. The location of the driveway should take into consideration the location of existing structures, storm water gullies and light poles.

**38. FENCING**

- 38.1. Boundary fences shall not be erected or modified without the prior approval of the Building Compliance Panel.
- 38.2. Boundary fences between adjoining lots should not exceed 1.8 metres high and not protrude forward of the Building Line, without the prior approval of the Building Compliance Panel.
- 38.3. Any fencing forward of the Building Line should be for the purpose of providing enclosure of the front yard.
- 38.4. Wire fencing will not be permitted.

**39. AIR CONDITIONERS**

- 39.1. Air conditioners for a Residence must be located so that they are not obtrusive and with a view to minimising noise impacts to other lots and the Common Property. Wall and window units should be in a colour that integrates with the Residence. Units located above the roof line must be sited as low as possible to the side (at the rear) or the rear of the Residence, and must be coloured to complement the roof colour.
- 39.2. Where adverse noise impacts result from air conditioners, they must be enclosed or otherwise dealt with so as to reduce noise to acceptable levels.
- 39.3. Water from air conditioners must not drain directly onto wall or constructed ground surfaces. Any overflow must be directed by pipe away from Residences.

**40. TV ANTENNAE AND SATELLITE DISH**

- 40.1. Outside communication aerials, receivers or other communication infrastructure must not be erected without the prior written permission of the Building Compliance Panel, which permission shall not be unreasonably withheld if the proposed infrastructure does not materially detract from the visual aesthetics of the Lot or the improvements thereon or create a nuisance.

**41. CLOTHESLINES**

- 41.1. 'Extend-a-line' and 'Para-line' type clotheslines are preferred. A clothesline for a Residence should be located so that it is not visible from any public street or thoroughfare.
- 41.2. Clotheslines should be aesthetically sensitive in terms of both design and location.

**Title Reference [19370260]**

**Page 16 of 16**

**42. ALTERATIONS TO SERVICES**

42.1. No structural alteration shall be made to gas, water supply, plumbing or electrical installations without the prior approval of the Building Compliance Panel, which approval must not be withheld where the relevant infrastructure services only the relevant lot and will not have any affect on the services to any other lot or otherwise adversely impact on the use or enjoyment of any other lot.

**43. CONSTRUCTION TIME**

43.1. All building works, (including repairs and maintenance) should be completed as soon as practicable without undue delays occurring once that work commences. Construction of any new residence must be completed within 30 weeks of commencement.

43.2. Building work (including repairs and maintenance) must be carried out during the hours of 7.00am and 5.00pm Monday to Friday. Building work outside those hours must have Committee approval.

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**SCHEDULE D OTHER DETAILS REQUIRED/PERMITTED TO BE INCLUDED**

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Not applicable

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

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Nil

*Body Corporate and Community Management Act 1997*



ZACK's | Strata

**MINUTES OF THE ANNUAL GENERAL MEETING OF  
THE BODY CORPORATE FOR HERITAGE VILLAGE  
COMMUNITY TITLES SCHEME 18665**

**Held at Cairns Central Apartments, McLeod Street Cairns  
On Tuesday 12 July 2016 at 5.30pm**

---

<b>Present:</b>	Gordon Bonnar	[Lot 1]
	Ross Jackson	[Lot 5]
	Ian Whittaker	[Lot 8]
	Nader & Jacqueline Sallam	[Lot 20]
<b>Voting Papers:</b>	Daryl Clay	[Lot 3]
	Caitlin Magee & Mitchell Wagner	[Lot 4]
	Joann Schmider & Paul Barrett	[Lot 13]
	Philip van der Eyk	[Lot 26]
<b>Proxy:</b>	Nil	
<b>In Attendance:</b>	Christine Kolenc of ZACK's Strata	
<b>Apologies:</b>	Joann Schmider & Paul Barrett	[Lot 13]
<b>Quorum:</b>	Quorum Achieved	
<b>Chairperson:</b>	Pursuant to Section 80 (1) of the Body Corporate and Community Management [Standard Module] Regulation 2008, Ross Jackson chaired the meeting.	

**The meeting was opened at 5.35pm.**

**MOTION** **VOTE**

**1. MINUTES (Ordinary Resolution)**

That the Minutes of the Adjourned Annual General Meeting held on 31 July 2015 be confirmed as a true and correct record of the proceedings at that meeting.

**Motion Passed**

**6 YES 0 NO 2 ABSTAIN**

**2. APPROVAL OF FINANCIAL STATEMENTS YEAR ENDING 30/04/2016 (Ordinary Resolution)**

That the audited Financial Statements for the period 01/05/2015 to 30/04/2016 be approved and adopted.

**Motion Passed**

**8 YES 0 NO 0 ABSTAIN**

*Body Corporate and Community Management Act 1997***3. NO AUDIT (Special Resolution)**

That the books and accounts for the Financial Year ending 30/04/2017 NOT be audited.

**Motion Passed****7 YES 1 NO 0 ABSTAIN****4. APPOINTMENT OF AUDITOR (Ordinary Resolution)**

That Lawrence & Reed Accountants and Auditors be appointed for the Financial Year ending 30/04/2017 at a cost of \$946.00 (GST inc).

**Motion 4 was ruled out of order as Motion 3 passed.**

**5. ADMINISTRATION FUND BUDGET (Ordinary Resolution)**

That the Administrative Fund Budget for the period 01/05/2016 to 30/04/2017 of \$66,688.00 be adopted and further that the Administration Fund levy be fixed at a rate of \$641.23 per lot of entitlement, per annum, to be levied by four (4) instalments and FURTHER that an Interim Levy for the period 01/05/2017 to 31/07/2017 be issued. *Note: Penalty interest of 2.5% simple interest per month applies to levies not paid by the due date.*

Levy Period	Per Lot Entitlement
01/05/2016 to 31/07/2016 – Issued	\$154.77
01/08/2016 to 31/10/2016	\$162.16
01/11/2016 to 31/01/2017	\$162.15
01/02/2017 to 30/04/2017	\$162.15
<b>Total</b>	<b>\$641.23</b>
01/05/2017 to 31/07/2017	\$160.30

**Motion Passed****8 YES 0 NO 0 ABSTAIN****6. SINKING FUND BUDGET (Ordinary Resolution)**

That the Sinking Fund Budget for the period 01/05/2016 to 30/04/2017 of \$24,400.00 be adopted and that the Sinking Fund levy be fixed at a rate of \$234.61 per lot of entitlement, per annum to be levied by four (4) instalments and FURTHER that an Interim Levy for the period 01/05/2017 to 31/07/2017 be issued. *Note: Penalty interest of 2.5% simple interest per month applies to levies not paid by the due date.*

Levy Period	Per Lot Entitlement
01/05/2016 to 31/07/2016 – Issued	\$52.88
01/08/2016 to 31/10/2016	\$60.58
01/11/2016 to 31/01/2017	\$60.58
01/02/2017 to 30/04/2017	\$60.57
<b>Total</b>	<b>\$234.61</b>
01/05/2017 to 31/07/2017	\$58.65

**Motion Passed****8 YES 0 NO 0 ABSTAIN**

*Body Corporate and Community Management Act 1997*

**7. INSURANCE (Ordinary Resolution)**

That all insurance policies be confirmed and that authority be given to renew for the next period of insurance.

<b>Insurer:</b>	Resilium
<b>Expiry Date:</b>	7 August 2016
<b>Policy No:</b>	18265861P5
<b>Buildings and Common Property:</b>	\$4,808,623.00
<b>Public Liability:</b>	\$10,000,000.00
<b>Office Bearers:</b>	Insured
<b>Fidelity Guarantee:</b>	\$50,000.00
<b>Voluntary Workers:</b>	\$100,000.00
<b>Excess:</b>	\$1,000.00
<b>Water Damage Excess:</b>	\$200.00
<b>Earthquake Excess:</b>	\$300.00
<b>Premium:</b>	\$16,135.15

**Motion Passed**

**8 YES 0 NO 0 ABSTAIN**

**8. COMMITTEE ELECTION (Ordinary Resolution)**

That in accordance with the relevant section of the regulation applying to this building module the election of the members of the committee be held by open ballot and not by secret ballot.

**Motion Passed**

**8 YES 0 NO 0 ABSTAIN**

**9. INSURANCE VALUATION (Ordinary Resolution)**

That an Insurable Value Report be obtained to ensure that appropriate building replacement value is known for renewals. The estimated cost of \$858.00 is to be paid from the Sinking Fund.

**Motion Passed**

**7 YES 1 NO 0 ABSTAIN**

**10. SINKING FUND ANALYSIS (Ordinary Resolution)**

That the Body Corporate authorises the preparation of a Sinking Fund Forecast at an estimated cost of \$1,430.00 including an Insurance Valuation to be paid from the Sinking Fund.

**Motion Failed**

**3 YES 5 NO 0 ABSTAIN**

**11. APPOINTMENT OF MANAGER (Ordinary Resolution without the use of proxies)**

That ZACK's Enterprises Pty Ltd T/A ZACK's Strata (herein called "the manager") be appointed as Body Corporate Manager for a term of 12 months commencing on 1 August 2016 and expiring on 31 July 2017 for a fee of \$8,000.00 per annum (ALL inclusive of GST, phone, email, fax, postage and stationery items) for all services listed in Schedule B of the Management Agreement attached to this Agenda with authorisation to exercise all the powers of the executive committee and that the body corporate authorise any two (2) committee members to execute Management Agreement under body corporate seal.

**Motion Passed**

**8 YES 0 NO 0 ABSTAIN**

*Body Corporate and Community Management Act 1997*

**12. LEVY ARREARS & DEBT COLLECTION (Ordinary Resolution)**

That, in accordance with the *Body Corporate and Community Management* legislation, if a contribution or contribution instalment is not paid by the date for payment the body corporate recover each of the following amounts as a debt:

- (a) The amount of the contribution or instalment;
- (b) Any penalty for not paying the contribution or instalment;

AND that the Body Corporate Manager is instructed to progress recovery on each and every lot with a contribution or contribution instalment unpaid by the date for payment in accordance with the following procedure ***unless instructed to the contrary by the committee***:

1. 15 days after payment due – Reminder Notice @ \$15.00
2. 30 days after payment due – Arrears Notice @ \$25.00
3. 45 days after payment due – Final Notice Letter @ 40.00
4. 60 days after payment due – Instruction to mercantile agency to commence legal proceedings providing all supporting documentation @ \$60.00

**Motion Passed**

**8 YES 0 NO 0 ABSTAIN**

**13. CHANGES TO BY-LAWS 22 & 36 (Special Resolution)**

That, in accordance with section 62 (3) of the *Body Corporate and Community Management Act 1997 (Act)* the body corporate consents to the recording of a new community management statement which amends the following by-laws at Schedule C of the CMS to read:

**22. BUILDING COMPLIANCE PANEL**

22.1 There shall be a Building Compliance Panel for the purposes of assessing matters relating to Building Requirements provided for in Part B hereto. The Building Compliance Panel shall be constituted by three or more members of the Committee

And

**36. CARPARKING**

36.3 In the event that any designated parking spaces on Common Property are allocated by way of exclusive use, those parking spaces must not be utilized for the purposes of permanent parking of any recreational vehicles or in such other way as would obstruct the use of those areas by others entitled to utilise the same.

**Motion Passed**

**7 YES 0 NO 1 ABSTAIN**

**14. INCREASE COMMITTEE SPENDING LIMIT – ELECTRICAL/PLUMBING (Ordinary Resolution)**

That the Body Corporate for HERITAGE VILLAGE CTS 18665 agrees to increase the spending limit of the Committee to \$20,000.00 for any one single project relating to emergency plumbing or electrical works.

**Motion Passed**

**8 YES 0 NO 0 ABSTAIN**

*Body Corporate and Community Management Act 1997*

**COMMITTEE ELECTION:**

<b>Chairperson:</b>	Ross Jackson
<b>Secretary:</b>	Nader Sallam
<b>Treasurer:</b>	Gordon Bonnar
<b>Ordinary Member:</b>	Paul Barrett, Philip van der Eyk, Ian Whittaker

**GENERAL BUSINESS:**

**Scheme Address:** Some data bases are yet to be updated with the 31 – 43 Cochrane Street address. Situation to be monitored with an approach to Australia Post and Council if the situation is still a problem by end of year.

**Request to store boat on Common Property:** The owner of Lot 29 submitted a request for permission to park his boat in the Visitor Car Park. The request was declined.

**Request to use Store Room:** The owner of Lot 29 submitted a request for private use of the garden storage shed min return for some beautification works. It was agreed that the Committee would look at a new lock for the shed however it was not in agreement with granting any private use of the facility.

**Committee Meeting:** It was proposed that a Committee Meeting be held on Monday 7<sup>th</sup> November 2016 – to be confirmed closer to that date.

**There being no further business the meeting was closed at 6.39pm.**

The Secretary  
Heritage Village Community Titles Scheme 18665  
C/- ZACKS's Strata  
PO Box 828  
SMITHFIELD, QLD 4878  
P: 07 4055 6986  
Email: [admin@zacks-strata.com](mailto:admin@zacks-strata.com)



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07 4020 8072



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PO BOX 2993  
CAIRNS QLD 4870

## NOTICE OF CONTRIBUTIONS

Brenton Jay Clutterbuck  
6/31-43 Cochrane Street  
MOOROOBOOL QLD 4870

### Invoice

Invoice No: 0003936 Issue Date: 12/12/25

Net Amount Payable: \$ 1,119.83

Due Date: 01/02/2026

**Body Corporate Heritage Village - CTS: 18665 - ABN: 79 398 022 138**

<b>Lot No. 6 Unit 6</b>		<b>Previous Balance:</b> 0.00			
<b>Address:</b> 31 Cochrane Street, Mooroolbong, Queensland 4870		<b>Penalty Interest:</b> 0.00			
<b>Contribution Entitlement:</b> 3 <b>Interest Entitlement:</b> 3		<b>Issued levies not due:</b> 0.00			
Description	Transaction Type	Fund	Gross		Totals
01/02/2026 to 30/04/2026 for total Levy of \$3341.99 pa	Normal	Admin	\$939.54*		\$939.54
01/02/2026 to 30/04/2026 for total Levy of \$721.15 pa	Normal	Sink	\$180.29*		\$180.29
<b>Arrears/Issued at time of printing</b>					<b>\$0.00</b>
<b>Gross Amount</b>					<b>\$1,119.83</b>
<b>Net Amount Payable</b>					<b>\$1,119.83</b>

\* The body corporate has determined that a 2.50% simple interest charge will be applied for each month a contribution or contribution instalment is in arrears. Please pay by the due date.

If you are registered to use DEFT Biller Initiated Direct Debit on the due date, your nominated account will be debited \$1119.83 on 30/01/2026



**DEFT Reference Number:**  
2239 8794 2306 4870 0061

### How to Pay

**Bpay:** Contact your bank, credit union or building society to make this payment from your account.

**Internet:** Visit [www.deft.com.au](http://www.deft.com.au) and use the DEFT reference number supplied on this page.

**In person:** Present this page to make your payment by cheque or EFTPOS at any post office.

Payments by credit or debit card may attract a surcharge.  
Registration is required for payments from bank accounts.  
Registration forms available from [www.deft.com.au](http://www.deft.com.au).



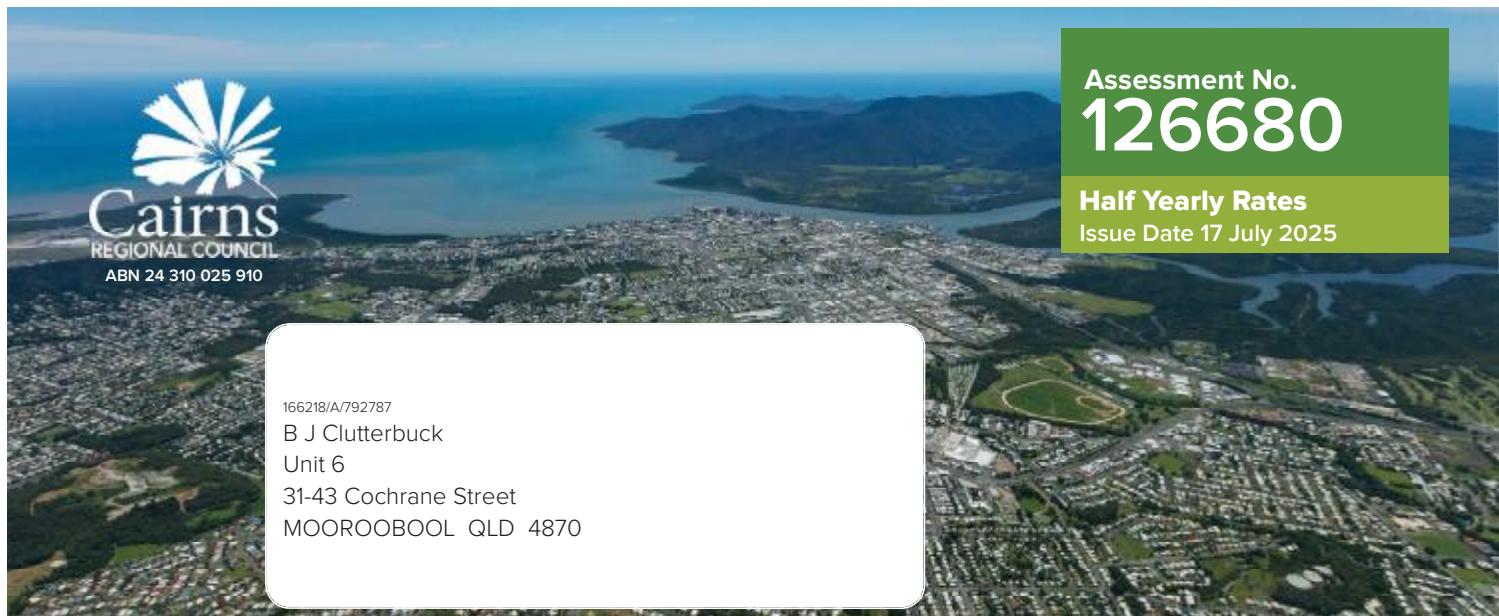
ZACK's Enterprises Pty Ltd  
Lot No. 6 Unit 6  
Heritage Village  
**Invoice No:** 0003936

**Net Amount Payable:** \$1,119.83  
**Due Date:** 01/02/2026

**Biller Code:** 96503  
**Reference:** 2239 8794 2306 4870 0061



\*496 223987942 30648700061



ABN 24 310 025 910

**Assessment No.**  
**126680**

**Half Yearly Rates**  
Issue Date 17 July 2025

166218/A/792787  
B J Clutterbuck  
Unit 6  
31-43 Cochrane Street  
MOOROOBOOL QLD 4870

Your Rates Account is Due 20 August 2025

**Total Amount Due** **\$ 1,630.79**

### Summary of Rates and Charges

For period 01/07/2025 to 31/12/2025

**Property Location:** 6/31-43 Cochrane Street MOOROOBOOL QLD 4870

**Property Description:** LOT 6 TYP GTP PLN 70269

**Improvements:** Fhold-Dwg  
1.7050HECTARES

**Land Use Code**  
**0900**

General Residential A	Land Val.	60,577.00	\$	560.60
Water Access Charge/s-Residential		1.00	\$	213.75
Sewerage Charge/s-Residential		1.00	\$	495.80
Cleansing Charge/s		1.00	\$	237.50
State Emergency Management Levy 2 A		1.00	\$	125.80

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SEE OVER THE PAGE FOR INFORMATION ON THE STATE WASTE LEVY

<b>Balance Brought Forward</b>	\$	<b>Cr -2.66</b>
Total new transactions	\$	<b>1,633.45</b>
<b>Total Account Balance</b>	\$	<b>1,630.79</b>

### Pay In Person At Any Post Office



**Biller Code:** 0212  
**Assessment No:** 126680

Pay in-store at Australia Post, online at [auspost.com.au/postbillpay](http://auspost.com.au/postbillpay) or by phone 13 18 16



\*212 126680

See over the page for more payment options.

1/2

166218/A/792787



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### Rates Payment Slip

**NAME**  
B J Clutterbuck

**PROPERTY**  
6/31-43 Cochrane Street MOOROOBOOL QLD 4870

**Assessment No.** **126680**

**Due Date** **20/08/2025**

**Total Amount Due** **\$ 1,630.79**



## State Waste Levy

Council has received an annual payment of \$844,418 from the State Government to mitigate any direct impacts of the State Waste Levy on households.

The direct costs imposed by the State Waste Levy on Council are unknown. Council will use the annual payment received to mitigate any direct impacts of the State Waste Levy on households in accordance with the Waste Reduction and Recycling Act 2011, and will take any steps available to further mitigate costs to the greatest extent possible. Any net costs incurred by the imposed State Waste Levy after the annual payment and other mitigation strategies are applied are intended to be recovered by a separate charge in future years. For information please refer to the Council's Revenue Statement.

## Information for Customers

### 1. Please Note

In accordance with the *Local Government Act 2009* and Council's adopted budget resolutions, all rates and charges are payable by close of business on the due date.

### 2. Interest

Compound interest at the rate determined by Council is accrued on all rates and charges which remain unpaid after the due date. Please note interest still applies if a payment arrangement or direct debit is in place.

### 3. Experiencing Financial Difficulties

If you are experiencing financial difficulties or hardship and cannot pay this account by the due date please email [revenue@cairns.qld.gov.au](mailto:revenue@cairns.qld.gov.au) and officers will work with you to arrange a suitable payment plan to avoid recovery action and associated costs.

### 4. Electronic Notices

Receive your rates and water notice by:

\* Email - Go to [www.cairns.qld.gov.au/paperless](http://www.cairns.qld.gov.au/paperless)

\* BPAY View - Register through your online banking facility

### 5. Change of Postal Address

If the postal address shown overleaf is incorrect please contact Customer Service or visit Council's website [www.cairns.qld.gov.au/change-address](http://www.cairns.qld.gov.au/change-address)

### 6. Refunds

Refunds can only be facilitated where the account is in credit or the monies were not intended for payment to Council e.g. incorrect biller code. To request a refund go to [www.cairns.qld.gov.au/refund](http://www.cairns.qld.gov.au/refund)

### 7. Privacy Statement

Your personal information has been collected for the purpose of ensuring Council has your correct contact information. Your information will be disclosed to authorised Council officers for business purposes only. Your information will also be disclosed to Department of Natural Resources and Mines and Australian Electoral Office for business purposes only.

## More Payment Options

### Payments at Council Offices

Spence Street Administration Centre  
(Council Chambers), 119-145 Spence Street, Cairns  
Open hours: 8:30am to 4:30pm Monday to Friday.  
Closed on public holidays.

Accepts all Council payments.  
EFTPOS (no cash withdrawals), credit card, cash  
(not accepted at libraries) & cheque payments  
(post dated cheques will not be accepted).

### Payment by Phone

Credit Card Payment by Using BPOINT  
Callers within Australia dial **1300 276 468**

Biller Code: **49346**  
Assessment No: **126680**

### Payment by Bpay

Biller Code: 49346  
Ref: 126680

BPAY® this payment via Internet or phone banking.  
BPAY View® - View and pay this bill using internet banking.  
BPAY View Registration No: 126680

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Tear off this payment slip and mail with a cheque or money order made payable to:  
Cairns Regional Council  
PO Box 359, CAIRNS QLD 4870.  
Cheque : Post dated cheques will not be accepted

### Account Enquiries

E: [rates@cairns.qld.gov.au](mailto:rates@cairns.qld.gov.au)  
P: 1300 69 22 47  
For more information, visit [www.cairns.qld.gov.au](http://www.cairns.qld.gov.au)

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**Assessment:** 126680



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## NOTICE OF CONTRIBUTIONS

Brenton Jay Clutterbuck  
6/31-43 Cochrane Street  
MOOROOBOOL QLD 4870

### Invoice

Invoice No: 0003837 Issue Date: 05/09/25

Net Amount Payable: \$ 82.39

Due Date: 05/10/2025

**Body Corporate Heritage Village - CTS: 18665 - ABN: 79 398 022 138**

<b>Lot No. 6 Unit 6</b>		<b>Previous Balance:</b>	0.00		
<b>Address:</b> 31 Cochrane Street, Mooroobool, Queensland 4870		<b>Penalty Interest:</b>	0.00		
<b>Contribution Entitlement:</b> 3 <b>Interest Entitlement:</b> 3		<b>Issued levies not due:</b>	0.00		
Description	Transaction Type	Fund	Gross		Totals
Water Consumption - 18/04/2025 to 18/08/2025	Water	Admin	\$82.39		\$82.39
<b>Arrears/Issued at time of printing</b>					\$0.00
<b>Gross Amount</b>					\$82.39
<b>Net Amount Payable</b>					<b>\$82.39</b>

If you are registered to use DEFT Biller Initiated Direct Debit on the due date, your nominated account will be debited \$82.39 on 03/10/2025



**DEFT Reference Number:**  
2239 8794 2306 4870 0061

### How to Pay

**Bpay:** Contact your bank, credit union or building society to make this payment from your account.

**Internet:** Visit [www.deft.com.au](http://www.deft.com.au) and use the DEFT reference number supplied on this page.

**In person:** Present this page to make your payment by cheque or EFTPOS at any post office.

Payments by credit or debit card may attract a surcharge.  
Registration is required for payments from bank accounts.  
Registration forms available from [www.deft.com.au](http://www.deft.com.au).



ZACK's Enterprises Pty Ltd  
Lot No. 6 Unit 6  
Heritage Village  
**Invoice No:** 0003837

**Net Amount Payable:** \$82.39  
**Due Date:** 05/10/2025

**Biller Code:** 96503  
**Reference:** 2239 8794 2306 4870 0061



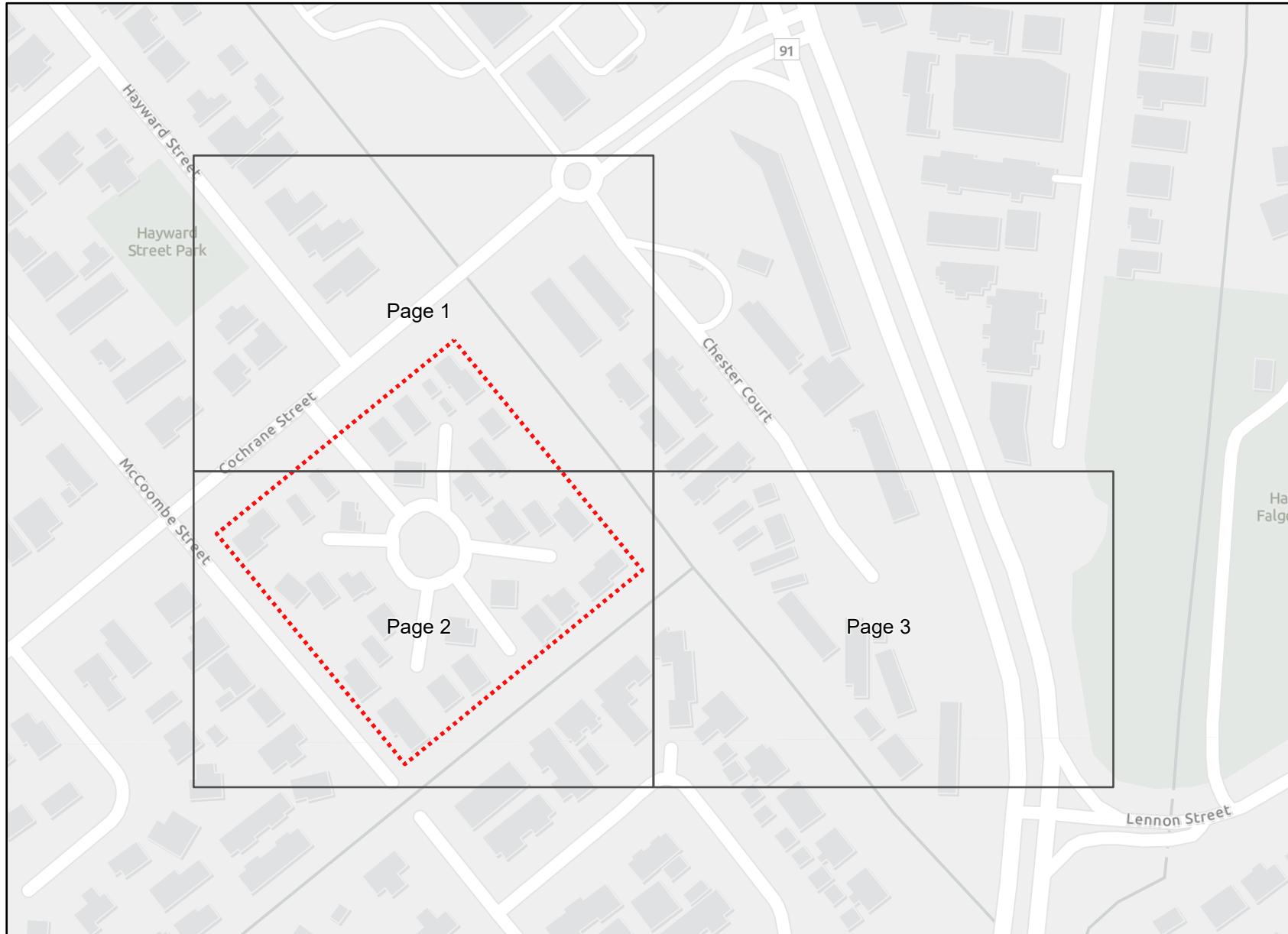
\*496 223987942 30648700061



Job # 52115473

Seq # 266711935

Provided by Cairns Regional Council



**Legend**

- BYDA Enquiry
- Detailed map page

Esri Community Maps Contributors, Department of Resources, DESI, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, METI/NASA, USGS

**Disclaimer:** While reasonable measures have been taken to ensure the accuracy of the information contained in this plan response, Cairns Regional Council shall not have any liability whatsoever in relation to any loss, damage, cost or expense arising from the use of this plan response or the information contained in it or the completeness or accuracy of such information. Use of such information is subject to and constitutes acceptance of these terms.

In an emergency contact Cairns Regional Council on 1300 69 22 47

**Index Sheet**

Plans generated by SmarterWX™ Automate

0 25 50 100  
m



Scale 1:2,500



Job # 52115473  
Seq # 266711935  
Provided by Cairns Regional Council



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In an emergency contact Cairns Regional Council on 1300 69 22 47

15/01/26 (valid for 30 days)

Plans generated by SmarterWX™ Automate

0 10 20 30 40  
m



Scale 1:1,000



Job # 52115473  
Seq # 266711935  
Provided by Cairns Regional Council



In an emergency contact Cairns Regional Council on 1300 69 22 47

15/01/26 (valid for 30 days)

Plans generated by SmarterWX™ Automate

0 10 20 40 m



Scale 1:1,000



Job # 52115473  
Seq # 266711935  
Provided by Cairns Regional Council



**Legend**

- BYDA Enquiry** (Red dashed line)
- Water**
  - Water Nodes (Blue dot)
  - Water Pipes (Blue line)
- Drainage**
  - Drainage Nodes (Cyan dot)
  - Drainage Lines (Cyan line)
- Sewer**
  - Sewer Node (Red dot)
  - Sewer Gravity Pipe (Red line)
  - Sewer Rising Main (Red line)

Esri Community Maps Contributors, Department of Resources, DESI, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, METI/NASA, USGS

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In an emergency contact Cairns Regional Council on 1300 69 22 47

15/01/26 (valid for 30 days)

Plans generated by SmarterWX™ Automate

0 10 20 40  
m



Scale 1:1,000



BYDA

Sequence: 266711936  
Date: 15/01/2026

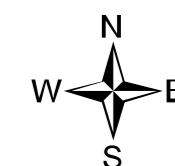
Scale: 1:1538  
Tile No: OVERVIEW

**CAUTION - HIGH VOLTAGE**

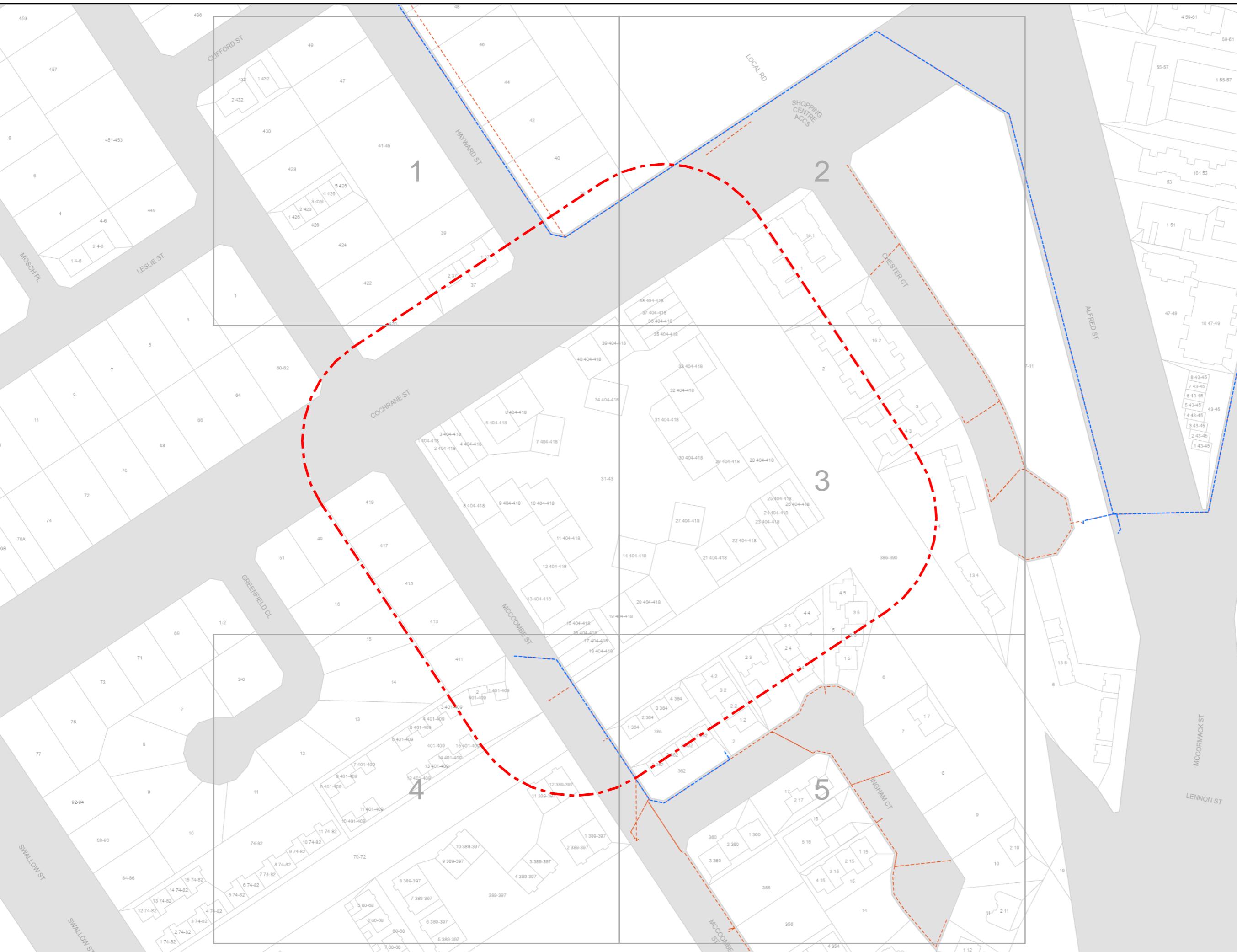
LEGEND

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

AS5488 Category "D" Plan



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





BYDA

Sequence: 266711936  
Date: 15/01/2026

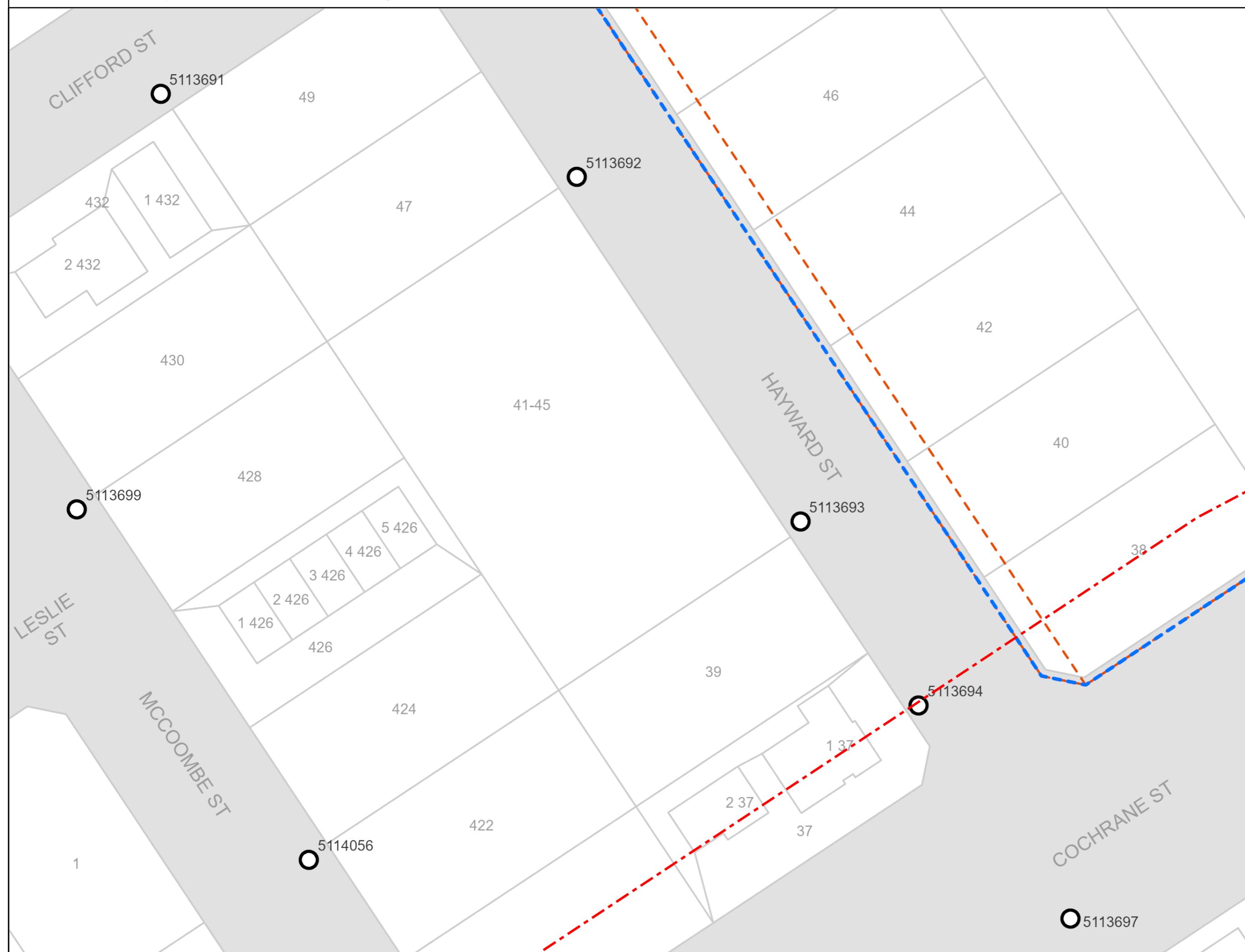
Scale: 1:500  
Tile No: Tile No: 1

**CAUTION - HIGH VOLTAGE**

LEGEND

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

AS5488 Category "D" Plan



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BYDA

Sequence: 266711936  
Date: 15/01/2026

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

**CAUTION - HIGH VOLTAGE**

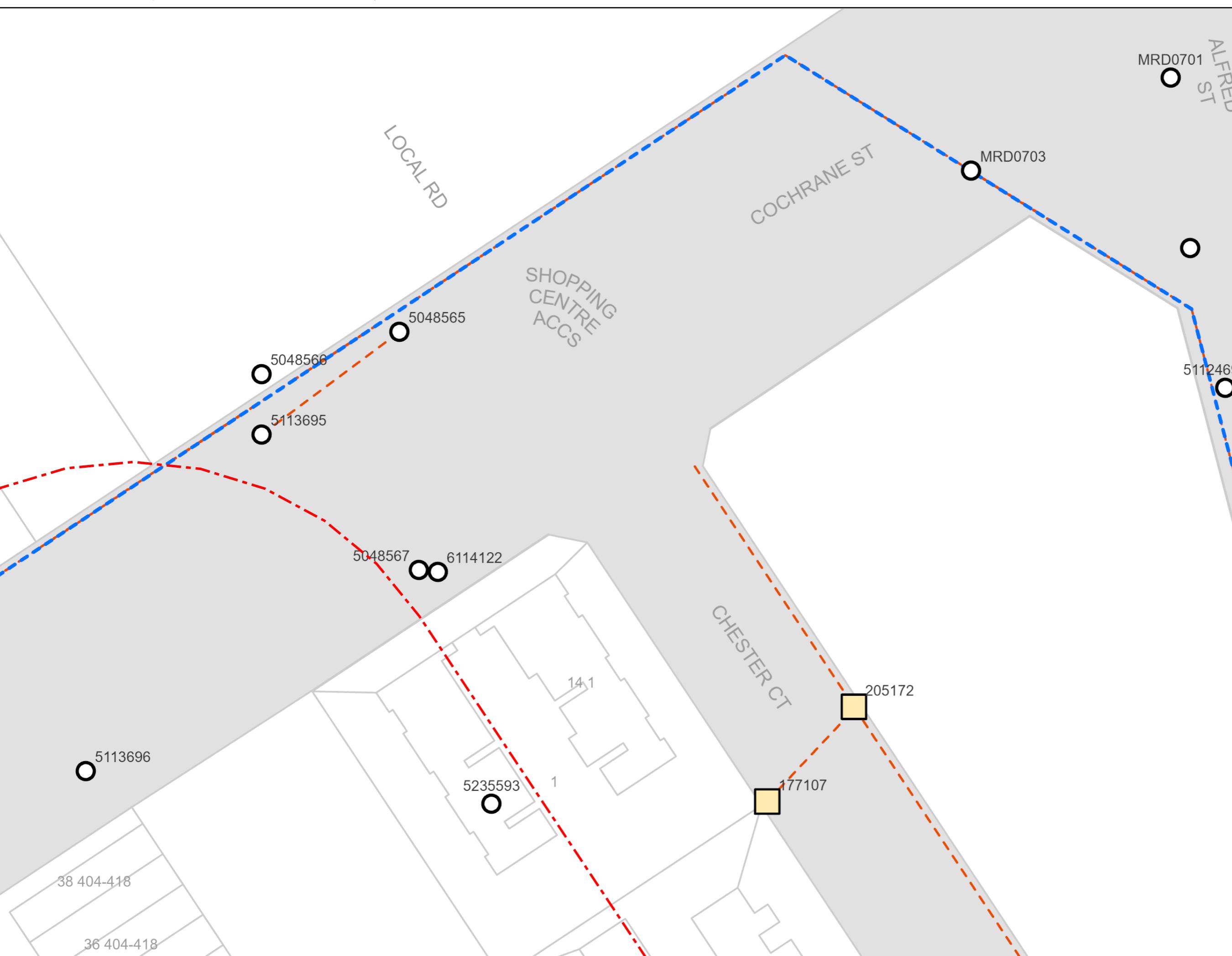
LEGEND

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

AS5488 Category "D" Plan



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BYDA

Sequence: 266711936  
Date: 15/01/2026

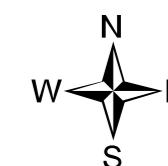
Scale: 1:500  
Tile No: Tile No: 3

**CAUTION - HIGH VOLTAGE**

LEGEND

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

AS5488 Category "D" Plan



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BYDA

Sequence: 266711936  
Date: 15/01/2026  
Scale: 1:500  
Tile No: Tile No: 4

**CAUTION - HIGH VOLTAGE**

LEGEND

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

AS5488 Category "D" Plan



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BYDA

Sequence: 266711936  
Date: 15/01/2026  
Scale: 1:500  
Tile No: Tile No: 5

**CAUTION - HIGH VOLTAGE**

LEGEND

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

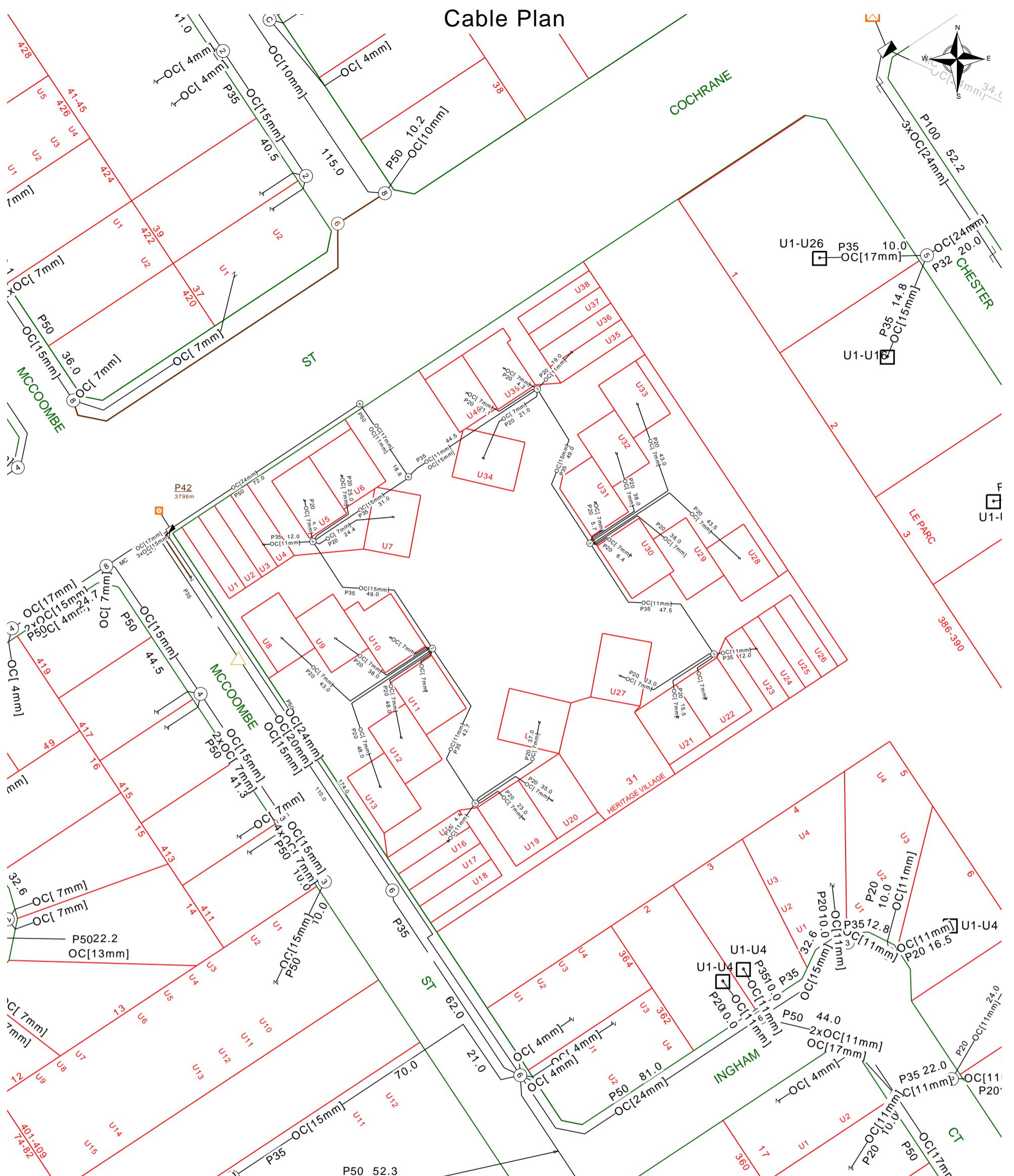
INGHAM CT

MCCOOMB ST

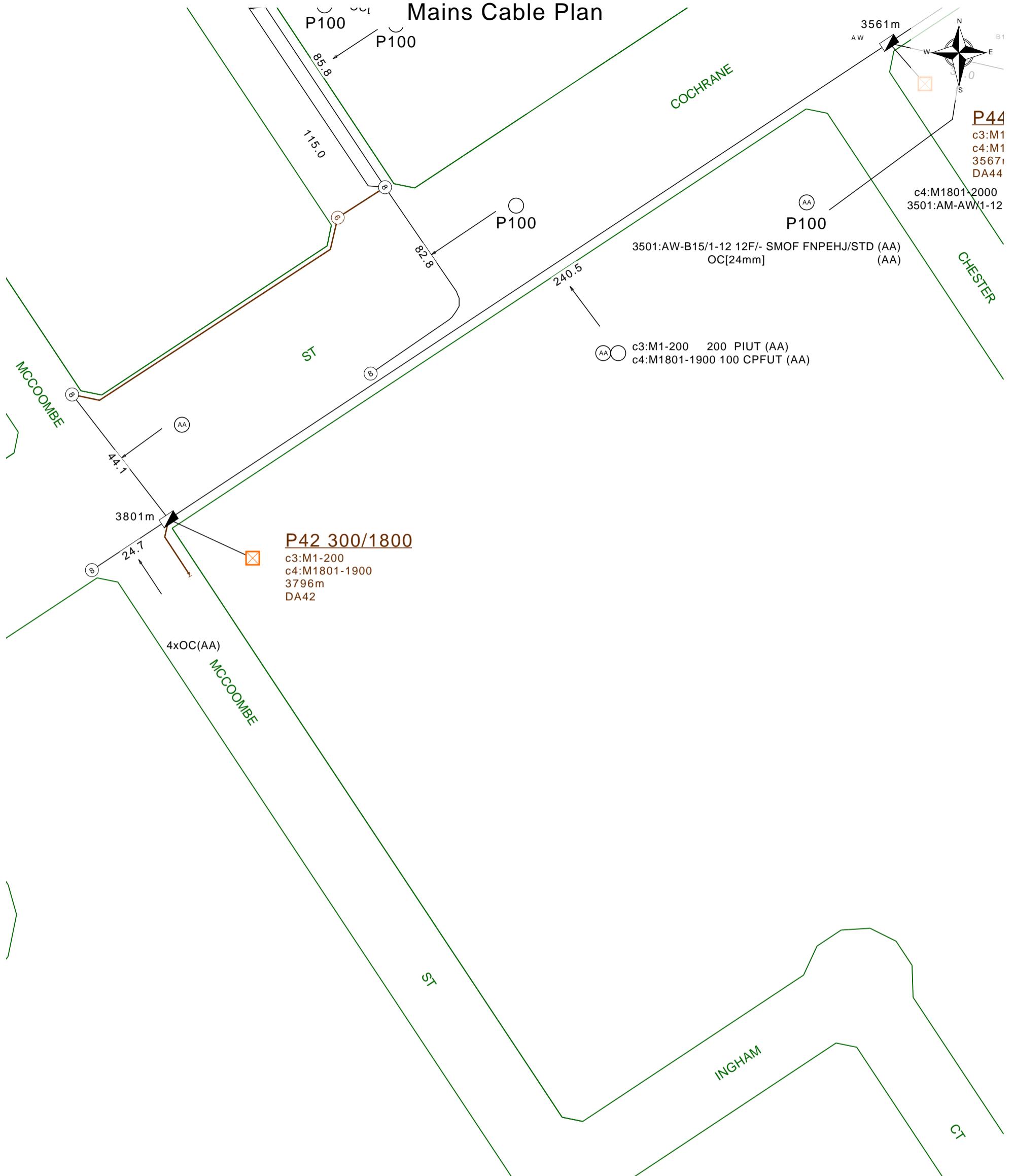
AS5488 Category "D" Plan



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



## Mains Cable Plan



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

TELSTRA LIMITED A.C.N. 086 174 781

Generated On 15/01/2026 12:59:22

Sequence Number: 266711937

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

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

**WARNING**

**WARNING** Telstra plans and location information conform to Quality Level "D" of the Australian Standard AS 5488-Classification of Subsurface Utility Information.

As such, Telstra supplied location information is indicative only. Spatial accuracy is not applicable to Quality Level D.

Refer to AS 5488 for further details. The exact position of Telstra assets can only be validated by physically exposing it.

Refer to AS 3400 for further details. The exact position of Telstra assets can only be validated by physically exposing it. Telstra does not warrant or hold out that its plans are accurate and accepts no responsibility for any inaccuracy.

Further on site investigation is required to validate the exact location of Telstar 1C. Meanwhile, the Commission has issued a formal notice to the satellite operator.